



# City Council Agenda

Mayor  
Sean VanGordon

City Council  
Michelle Webber, Ward 1  
Steve Moe, Ward 2  
Kori Rodley, Ward 3  
Beth Blackwell, Ward 4  
Victoria Doyle, Ward 5  
Joe Pishioneri, Ward 6

**City Manager:**  
Nancy Newton  
**City Recorder:**  
Allyson Pulido 541.726.3700

City Hall  
225 Fifth Street  
Springfield, Oregon 97477  
541.726.3700  
Online at [www.springfield-or.gov](http://www.springfield-or.gov)

These meetings will be available via phone, internet using Zoom and in person. Members of the public wishing to attend these meetings electronically can call in or attend virtually by following the directions below. This information can also be found on the City's website

The meeting location is wheelchair accessible. For the hearing-impaired, an interpreter can be provided with 48 hours' notice prior to the meeting. For meetings in the Council Meeting Room, a "Personal PA Receiver" for the hearing impaired is available, as well as an Induction Loop for the benefit of hearing aid users.

To arrange for these services, call 541.726.3700.

**Meetings will end prior to 10:00 p.m. unless extended by a vote of the Council.**

All proceedings before the City Council are recorded.

July 1, 2024  
Monday

5:30 p.m. Work Session  
Council Meeting Room

or

Virtual Attendance

Registration Required:

Attend from your computer, tablet or smartphone:

Zoom

Meeting ID: 833 1101 4408

[https://us06web.zoom.us/webinar/register/WN\\_Za3\\_711MSaS9IiTEhormsA](https://us06web.zoom.us/webinar/register/WN_Za3_711MSaS9IiTEhormsA)

To dial in using your phone in Listen Only Mode:

Dial 1 (971) 247-1195

Toll Free 1 (877) 853-5247

Oregon Relay/TTY: 711 or 800-735-1232

*(Council work sessions are reserved for discussion between Council, staff and consultants; therefore, Council will not receive public input during work sessions.*

*Opportunities for public input are given during all regular Council meetings)*

## CALL TO ORDER

ROLL CALL – Mayor VanGordon \_\_, Councilors Webber \_\_, Moe \_\_, Rodley \_\_, Blackwell \_\_, Doyle \_\_, and Pishioneri \_\_.

1. Eugene Springfield Fire Governance Final Feasibility Study Report Presentation  
[Chief Caven]

(90 Minutes)



ADJOURNMENT

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7:00 p.m. Regular Meeting  
Council Meeting Room  
or  
Virtual Attendance  
Registration Required:  
Attend from your computer, tablet or smartphone:  
Zoom  
Meeting ID: 833 1101 4408  
[https://us06web.zoom.us/webinar/register/WN\\_Za3\\_711MSaS9IiTEhormsA](https://us06web.zoom.us/webinar/register/WN_Za3_711MSaS9IiTEhormsA)  
To dial in using your phone in Listen Only Mode:  
Dial 1 (971) 247-1195  
Toll Free 1 (877) 853-5247  
Oregon Relay/TTY: 711 or 800-735-1232

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CALL TO ORDER

ROLL CALL – Mayor VanGordon \_\_\_\_, Councilors Webber \_\_\_\_, Moe \_\_\_\_, Rodley \_\_\_\_, Blackwell \_\_\_\_, Doyle \_\_\_\_, and Pishioneri \_\_\_\_.

PLEDGE OF ALLEGIANCE

SPRINGFIELD UPBEAT

1. Mayor's Recognition

CONSENT CALENDAR

1. Claims
2. Minutes
3. Resolutions
  - a. Initiate Annexation of Approximately 30 Acres of Territory in the Glenwood Urban Renewal Area to the City of Springfield
  - b. Acceptance of Project P31080, Marcola Meadows Phase 5
  - c. Resolution Authorizing the City Manager to Award Contracts Exceeding \$100,000 and Approve the Amendments to Public Contracts Exceeding Levels in Springfield Municipal Code Section 2.706(3) in Conformance with all Other Applicable Requirements of the Springfield Municipal Code and Oregon Public Contracting Law During the Period Commencing July 2, 2024 and Continuing Through September 2, 2024 While the Common Council is in Recess.
4. Ordinances
  - a. Willamalane 2023 Park and Recreation Comprehensive Plan Adoption
5. Other Routine Matters
  - a. McKenzie Defense Consortium Contract
  - b. Update to Compensation Plan
  - c. Crown Castle Cell Tower Lease Revenue Contract Amendment
  - d. Reciprocal Easement Agreement

- e. Proclamation of Primary Election Results
- f. Authorizing an MOU with Springfield Economic Development Agency for Payment of System Development Charges for Projects in Urban Renewal Areas
- g. Springfield Development Code Amendments: Housing Opportunities in Non-Residential Areas
- h. White Bird Clinic Cahoots Services Contract
- i. Cascade Health Contract Renewal
- j. Annexation of Territory to the City of Springfield and Willamalane Park and Recreation District- Annex 0.37 Acres of Residential Property Located at (Map 18-02-06-14, Tax Lot 06200); Withdrawing the Same Territory from the Willakenzie Rural Fire Protection District.

**MOTION: APPROVE/REJECT THE CONSENT CALENDAR**

ITEMS REMOVED FROM THE CONSENT CALENDAR

PUBLIC HEARINGS - **Please limit comments to 3 minutes. Request to speak cards are available at the entrance. Please present cards to City Recorder. Speakers may not yield their time to others.**

- 1. Wastewater Master Plan  
[Molly Markarian and Jeff Paschall] (20 Minutes)

**NO ACTION REQUESTED. ADOPTION SCHEDULED FOR FALL 2024**

- 2. Annexation of Territory to the City of Springfield- Annex Approximately 2.44 Acres of Industrial Property in Glenwood Located at 3331 Franklin Boulevard (Map 17-03-34-33, Tax Lot 100)  
[Andy Limbird] (5 Minutes)

**ACTION REQUESTED: CONTINUE PUBLIC HEARING TO SEPTEMBER 3, 2024.**

BUSINESS FROM THE AUDIENCE - **Limited to 20 minutes. Please limit comments to 3 minutes. Request to Speak cards are available at the entrance. Please present cards to City Recorder. Speakers may not yield their time to others.**

COUNCIL RESPONSE

CORRESPONDENCE AND PETITIONS

BIDS

ORDINANCES

RESOLUTIONS

- 1. General Obligation Bond Authorization  
[Nathan Bell] (5 Minutes)

**MOTION: ADOPT/NOT ADOPT A RESOLUTION OF THE CITY OF SPRINGFIELD, OREGON AUTHORIZING THE SALE OF GENERAL OBLIGATION BONDS.**

- 2. Vertical Housing Tax Credit for 448 Main Street.  
[Mark Rust] (20 Minutes)

**MOTION: ADOPT/NOT ADOPT THE RESOLUTION TO APPROVE THE APPLICATION FOR THE VERTICAL HOUSING TAX CREDIT FOR 448 MAIN STREET.**

3. TGM Grant Resolution of Support  
[Drew Larson]

(5 Minutes)

**MOTION: ADOPT/NOT ADOPT A RESOLUTION OF THE CITY OF SPRINGFIELD TO SUPPORT A TRANSPORTATION GROWTH MANAGEMENT (TGM) GRANT APPLICATION FOR CREATION OF A SPRINGFIELD BICYCLE AND PEDESTRIAN MASTER PLAN**

BUSINESS FROM THE CITY COUNCIL

1. Committee Appointments
2. Business from Council
  - a. Committee Reports
  - b. Other Business

BUSINESS FROM THE CITY MANAGER

1. City & SUB Street Lighting Intergovernmental Agreement (IGA)  
[Brian Barnett and Scott Miller]

(5 Minutes)

**MOTION: AUTHORIZE/NOT AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN IGA WITH SPRINGFIELD UTILITY BOARD (SUB) FOR THE MAINTENANCE AND OPERATION OF THE CITY-OWNED STREET LIGHTING SYSTEM.**

4. Community Development Block Grant Substantial Amendments  
[Erin Fifield]

(5 Minutes)

**MOTION: APPROVE/APPROVE WITH CHANGES/NOT APPROVE THE PROPOSED SUBSTANTIAL AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FISCAL YEAR 2022 ANNUAL ACTION PLAN AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NEEDED TO GIVE EFFECT TO THE CITY'S AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THESE FUNDS.**

5. Springfield Land Acquisition Funding  
[Katie Carroll and Erin Fifield]

(5 Minutes)

**MOTION: ADOPT/NOT ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO PROVIDE FORGIVABLE LOANS TO DEVELOPERS TO ACQUIRE LAND TO DEVELOP INCOME-QUALIFIED HOUSING SERVING LOW-INCOME HOUSEHOLDS**

6. Other Business

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 7/1/2024  
**Meeting Type:** Work Session  
**Staff Contact/Dept.:** Mike Caven  
**Staff Phone No:** (541)682-7115  
**Estimated Time:** 90 minutes  
**Council Goals:** Strengthen Public Safety  
by Leveraging  
Partnerships and  
Resources

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**ITEM TITLE:** EUGENE SPRINGFIELD FIRE GOVERNANCE FINAL FEASIBILITY STUDY  
REPORT PRESENTATION

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**ACTION****REQUESTED:** Review presentation of the five governance options reviewed as part of the  
feasibility study and provide guidance on next steps.

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**ISSUE****STATEMENT:** Eugene Springfield Fire (ESF) staff will present information regarding the final  
findings of the ESF Governance Feasibility Review project that will inform how  
ESF could move forward. AP Triton representatives will present information and  
answer questions about the ESF Feasibility Final Report.

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**ATTACHMENTS:** [1. Council Briefing Memo](#)  
[2. ESF Governance Final Feasibility Study Report presentation](#)

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**DISCUSSION/****FINANCIAL**  
**IMPACT:** The review of the final report covers a variety of options for the future of ESF with  
varying financial impacts depending on what model is selected moving forward.  
The report covers each model's financial impact.

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**MEMORANDUM**

**City of Springfield**

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**Date:** July 1, 2024  
**To:** Nancy Newton, City Manager **COUNCIL**  
**From:** Michael Caven, Fire Chief **BRIEFING**  
Niel Laudati, Assistant City Manager  
**Subject:** Eugene Springfield Fire Governance Review **MEMORANDUM**  
Update

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**ISSUE:** In 2022, the City of Eugene and City of Springfield formed a Eugene Springfield Fire Governance Review Panel to evaluate current system structure and consider options to create the most efficient and effective system for fire and life safety services for the community. In the fall of 2023, the cities hired a consultant to conduct a feasibility study. The study is focused on the governance structure, administrative staffing, and functional considerations to address current system challenges. City Council will receive an update on the status of the study and next steps in completing the assessment.

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**COUNCIL GOALS/MANDATE:**

Strengthen Public Safety by Leveraging Partnerships and Resources

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In 2009, Eugene Fire and EMS Department and Springfield Fire and Life Safety Department commissioned a Cooperative Services Feasibility Study with Emergency Services Consulting International (ESCI). The study determined a merger was both feasible and advisable for the two cities. In 2010, the two cities entered into a functional consolidation which involved the sharing of several key management and administrative positions through an IGA. Since 2010, Springfield and Eugene have been working as a functionally consolidated agency. As the next step in this process, the Cities are examining governance models for Eugene-Springfield Fire.

In 2022, a joint-elected Governance Review Panel (GRP) was formed. The GRP consists of two City Council members from Eugene and Springfield and the City Manager for each City. The Eugene Springfield Fire Governance Review Panel was established in 2022 to evaluate and identify the next steps for the governance of the two departments. This work continues efforts to create the most efficient and effective system for fire and life safety services within our community.

The panel spent several months discussing current operations and functional delivery. The GRP is also discussing whether the current structure and governance method continues to be the best method or if additional efficiencies can be created through a different governance and service delivery model. The goal of these discussions is to provide sustainable Fire and EMS services to the citizens of Eugene and Springfield.

In August, 2023, the cities hired AP Triton to complete a Feasibility Study. The consultant team has extensive experience evaluating service operations, finances, and service delivery models.

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AP Triton began meeting with the GRP to provide a full overview of the study and capture their thoughts about the process.

Coordination between ESF and City staff launched in September. ESF Staff completed requests from the consultant related to data, operational and structure information to support a full assessment of current conditions.

In late October, the consultant team was on site in Eugene/Springfield to conduct stakeholder interviews. The team engaged with more than 50 people, including elected officials from both cities and the fire districts receiving service from ESF, city administration and support, ESF Staff, and IAFF Local 851. In addition, they also toured key facilities in both Eugene and Springfield.

In February, 2024, City Council received an update on the complete of Phase I of the Feasibility Study. Phase I included assessment of the current conditions to include Fire Administration, internal services provided by City Departments, departmental revenue and expenditures. AP Triton identified effective and efficient operational deployment and increased capacity in delivery of services to the Eugene and Springfield communities as critical system advantages as a result of the functional consolidation. AP Triton reported inefficiencies in day-to-day operations, financial management and reporting to two city structures creates challenges for the ESF and staff for both cities.

The assessment of current conditions provided the foundation for completing a strategic analysis of five governance models. The analysis considers information received through the stakeholder interviews and analyzes existing conditions in the organization for the following options:

1. Continue as currently organized with some modifications to existing IGA
2. One City providing service to another
3. Establishing an Intergovernmental Entity through an IGA
4. Establishing a Fire District
5. Dissolving Functional Merger

A summary of the five options is included in Attachment A. The assessment of each option considers governance structure, financial impacts, and operational advantages for each of the options. AP Triton will provide a detailed overview of each option at the upcoming work session.

For additional information related to the GRP process please refer to the [Governance Review Panel website](#).

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**RECOMMENDED ACTION:** Informational only – no council action is requested.

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# Eugene Springfield Fire Department

June 25, 2024

## **FEASIBILITY STUDY** Administrative Staffing & Governance Structure **EXECUTIVE SUMMARY**



## INTRODUCTION

The Cities of Eugene and Springfield retained AP Triton (Triton) to conduct a study to review the feasibility of five governance options for Eugene Springfield Fire (ESF): continuing the existing operational merger between the cities of Eugene and Springfield with a few modifications, establishing an IGA that allows one city to provide service to the other, establishing an IGA to form an intergovernmental entity, establishing a fire district, and dissolving the functional merger and returning to individual city departments.

This study focused on the governance structure, administrative staffing, and functional considerations for ESF. The evaluation of current operational performance was not included in the scope of work for this study.



Triton spent considerable time interviewing stakeholders, assessing the current conditions, and evaluating the options available. ESF Staff, Eugene and Springfield City Administrations, and Lane Council of Governments worked with the Triton Team to ensure the options explored in the report were fully assessed and evaluated on the following desired outcomes that were expressed by the stakeholders:

- Single governance and administration are achieved.
- Operational advantages of functional consolidation are retained.
- Oversight by the Cities on service levels, policy, and financial issues is ensured.
- Financial impacts are manageable.
- ESF staff's experience is positive.
- Impact on City Administration and Support Services is reduced.
- Financial, administrative, and service delivery sustainability is achievable.
- Long-term planning for Fire/EMS is achievable.
- Recommendation is implemented within a reasonable timeframe.



## OPTIONS EVALUATED

Each of the five options are detailed in the full report, however, a summary of each option and how it meets the desired outcomes, including challenges, risks, and additional evaluation required are described in this executive summary.

Through functional consolidation, the capacity of ESF to manage both routine and significant emergencies has significantly improved. This collaboration allows for a more consistent response to emergencies and more effective preparation for the next event compared to operating as individual cities.

Functional consolidation has allowed the cities to collectively eliminate 11.25 administrative positions, resulting in an annual cost reduction of an estimated \$2.5 million in 2023 wages and benefits. The City of Eugene's portion of the cost reduction is \$1.2 million, and the City of Springfield's is \$1.3 million.

### **Continue as Currently Organized with Some Modifications to the IGA**

The key challenges of functional consolidation involve the administrative management and coordination with two separate city councils, and city managers, with differing delegated authority. ESF staff also serve as employees of either Springfield or Eugene with different policies and benefit systems. This structure of governance creates complexity and inefficiency for ESF staff and both cities. The impacts are mostly related to administrative processes, including budgeting, purchasing, payroll, human resources, labor negotiations, disciplinary actions, health benefits, and hiring processes. The different operational processes and policies create complexities often resulting in duplication of effort and additional time. These challenges occur almost daily and create inefficiencies.

In the administrative and support areas, both cities and ESF have made progress in managing the complexities, but persistent issues remain, some large and some small, that cannot seem to be solved.

The following table identifies the findings for this option related to the desired outcomes identified from stakeholder interviews.

Desired Outcomes	Continuing as Currently Organized with Some Modifications
<b>Single Governance and Administration</b>	The current model does not provide single governance or administration, however, modifying the IGA to include a shared governance/City Manager role to oversee ESF could streamline oversight, including the budget process for ESF.
<b>Operational Advantages of Consolidation</b>	Both cities retain the operational advantages gained from functional consolidation.
<b>Oversight by City</b>	Both cities retain oversight of their city's financial obligations.
<b>Financial Impacts</b>	<ul style="list-style-type: none"> <li>• Five additional administrative positions are recommended as part of managing the administrative complexities of ESF at an estimated cost of \$900,000.</li> <li>• Potential increased costs for city departments to manage the existing complexity of the system.</li> </ul>
<b>ESF Staff Experience</b>	<ul style="list-style-type: none"> <li>• Employees work well together as a team; however, they work for different employers and experience frustrating administrative challenges daily.</li> <li>• Administratively, the duplication of work with both cities is not sustainable.</li> </ul>
<b>Impact on City Administration and Support Services</b>	The workload for the City Administration will continue to be inefficient and complex compared to other city departments. ESF staff employed by either Eugene or Springfield is a significant cause of this inefficiency.
<b>Sustainability</b>	The workload involved in managing the challenges and inefficiencies is not sustainable.
<b>Long-Term Planning for Fire/EMS</b>	<ul style="list-style-type: none"> <li>• Each city can plan for its needs in the long term.</li> <li>• ESF is unable to plan long-term due to the ability to terminate the agreement; however, enhancing the involvement of both City Managers in working with ESF Staff could allow for longer-term planning.</li> </ul>
<b>Time to Implement</b>	This model is currently in place and would only require time to implement any enhancements or modifications.

### One City Providing Service to Another Through an IGA

This option would transition the day-to-day operation and employment of staff for ESF to be administered and supported by one of the cities; however, the two City Managers could agree to collaborate in addressing issues such as budgeting, strategic planning, standards of cover, and other items that can have a future financial and service level impact on both cities fire and EMS service.



The following table identifies the findings for this option related to desired outcomes identified from stakeholder interviews.

Desired Outcomes	One City Providing Service to the Other
<b>Single Governance and Administration</b>	Provides single governance and administration from the city chosen to oversee and support ESF
<b>Operational Advantages of Consolidation</b>	Both cities retain the operational advantages gained from functional consolidation.
<b>Oversight by City</b>	The city providing the service would have more decision-making authority and influence over ESF, however, this could be minimized with language in the IGA providing collaboration between the two cities.
<b>Financial Impacts</b>	<ul style="list-style-type: none"> <li>• Five additional administrative positions are recommended as part of managing the administrative complexities of ESF at an estimated cost of \$900,000.</li> <li>• Increased costs for the city selected to provide service and a potential challenge in “right sizing” the support costs for the city no longer supporting the fire department.</li> <li>• If Springfield provides the service, the cost of health benefits and PERS costs would be reduced by an estimated \$3.2 million for ESF, however, a new actuarial evaluation of Springfield's PERS rate may impact all Springfield employees.</li> </ul>

Desired Outcomes	One City Providing Service to the Other
	<ul style="list-style-type: none"> <li>• If Eugene provides the service, the cost of health benefits and PERS retirement would be increased by an estimated \$1.2 million for ESF.</li> <li>• Either City not providing health benefits may be challenged in sustaining their city's health plan.</li> </ul>
<b>ESF Staff Experience</b>	This option would streamline administrative services for ESF Staff while maintaining the operational benefits of the functional consolidation.
<b>Impact on City Administration and Support Services</b>	<ul style="list-style-type: none"> <li>• The city taking on the responsibility will need to determine if they can manage a larger workforce and additional facilities for the Fire Department and at what cost.</li> <li>• The city not assuming the responsibility would need to "Right Size" their support services, leading to sharing the infrastructure costs among a smaller number of city departments. Both cities have indicated they may not be able to reduce these support service costs.</li> </ul>
<b>Sustainability</b>	This option would be sustainable if the city selected determines it has the capacity to provide the service.
<b>Long-Term Planning for Fire/EMS</b>	This option would improve the long-term planning for ESF, however, the city not providing the oversight may not have as much influence in its fire service delivery.
<b>Time to Implement</b>	Both cities' administrations would require time to assess the capacity and cost of the transition and then determine the time it would take to develop capacity for the city selected to provide service.



### Establishing an Intergovernmental Entity through an IGA

An intergovernmental entity (IGE) is a public body and a municipal corporation with governmental powers and responsibilities provided to the entity by the cities through an IGA (an IGA does not have the ability to levy taxes).

An IGE is created when two or more governments enter into a written agreement, approved by a vote of the founding governments' governing bodies (for example a city council). This agreement delegates certain governmental tasks and responsibilities to a newly created Board with representatives from the governments creating the IGE. Intergovernmental entities typically provide a single government service.

AP Triton has proposed a member fee structure to provide accurate and transparent cost sharing and allow each city to add unique services that do not impact the other city. A detailed review of this is available in the full report.



The following table identifies the findings for this option related to the desired outcomes identified from stakeholder interviews.

Desired Outcomes	Establishing an Intergovernmental Entity
<b>Single Governance and Administration</b>	Forming an IGE Board with representatives from both Councils along with the City Managers will provide a single governance and administration for ESF.
<b>Operational Advantages of Consolidation</b>	Both cities retain the operational advantages gained from functional consolidation.
<b>Oversight by City</b>	Both cities maintain policy and financial oversight through representation on the IGE Board and each council retains the authority to approve the proposed ESF budget.
<b>Financial Impacts</b>	<ul style="list-style-type: none"> <li>• Five additional administrative positions are recommended as part of managing the administrative complexities of ESF at an estimated cost of \$900,000.</li> <li>• Forming a new entity provides the option to use either independent or pooled rates (SLGRP) from PERS. <b>The independent rate</b> could offer an estimated \$4 million per year in savings on PERS costs for the first two years. However, the PERS actuaries will reassess the liabilities</li> </ul>



Desired Outcomes	Establishing an Intergovernmental Entity
	<p>approximately two years after forming the IGE, which could result in an increase in rates.</p> <p><b>The SLGRP Pool Rate</b> will increase PERS costs for ESF by an estimated \$630,000 each year. This rate could also change after the actuaries assess ESF, however, employers in the pool are more insulated from certain impacts to their rate through the “pooling” of the risk, leading to potentially more stable rates over the long term.</p> <p><b>Note: If ESF chooses to be rated as an Independent, they can move to the SLGRP in the future. Once an entity joins the SLGRP, that decision is irrevocable.</b></p> <ul style="list-style-type: none"> <li>• Health Insurance costs will need to be evaluated further. If all employees are transferred to the Springfield plan, ESF could experience an estimated savings of \$1.3 million each year. If all employees are transferred to Eugene’s health plan, ESF would see an estimated increase of \$580,000.</li> <li>• Either City not providing health benefits may be challenged to maintain sustainability of their health plan.</li> </ul>
<b>ESF Staff Experience</b>	<p>This option would streamline the experience and provide additional control of some administrative services for ESF Staff while maintaining the operational benefits of the functional merger.</p>
<b>Impact on City Administration and Support Services</b>	<ul style="list-style-type: none"> <li>• The new IGE would have the opportunity to determine where they will receive support services for finance, HR, and IT. This process will require each city to consider if it can support ESF and what the cost would be. ESF would consider the services they would retain, and which would be contracted to one of the cities.</li> <li>• Facilities and apparatus maintenance and replacement are proposed to remain the responsibility of each city.</li> </ul>
<b>Sustainability</b>	<p>ESF should be sustainable once the cities reach consensus on the development of the IGA and see value after the review of the costs.</p>
<b>Long-Term Planning for Fire/EMS</b>	<p>This option provides reasonable long-term planning if a ten-year agreement is established, however, the ability for either city to terminate the agreement will hamper true long-term planning and infrastructure development for ESF.</p>
<b>Time to Implement</b>	<p>Implementing this option is anticipated to take 12–18 months to work through all the specifics of the agreement and finalize cost estimates. Implementation may take another 3-6 months.</p>

### Establishing a Fire District

Special districts are a form of local government that provide specific services within a defined local service area. A special district is an independent entity with its own elected Board and the ability to levy taxes, separate from the governance and funding from a city or county.

The following table identifies the findings for this option related to the desired outcomes identified from stakeholder interviews.

Desired Outcomes	Establishing a Fire District
<b>Single Governance and Administration</b>	The new Fire District Board provides single governance and administration.
<b>Operational Advantages of Consolidation</b>	Both cities retain the operational advantages gained from functional consolidation.
<b>Oversight by City</b>	Neither city will have oversight of the Fire District; the Board of Directors would be elected by the citizens.
<b>Financial Impacts</b>	<ul style="list-style-type: none"> <li>• The initial estimate of a tax rate for ESF would be at least \$2.52 per \$1,000. Both cities should reduce their property tax collection by an equal amount.</li> <li>• Springfield could eliminate their fire levy and reduce the overall city tax rate equivalent to \$2.52.</li> <li>• Springfield is currently experiencing compression for its two local option levies. With the elimination of the fire levy, the \$155,000 current tax compression loss in the Fire Levy may have an impact across the other levies. However, that impact could be reduced if Springfield reduces their overall tax collection greater than \$2.52.</li> <li>• Forming a new fire district provides the option to use either independent or pooled rates (SLGRP) from PERS.                     <p><b>The independent rate</b> could offer an estimated \$4 million per year in savings on PERS costs for the first two years. However, the PERS actuaries will reassess the liabilities approximately two years after forming the district, which could result in an increase or decrease in rates.</p> <p><b>The SLGRP Rate</b> will increase PERS costs for ESF by an estimated \$630,000 each year for the first two years. This rate could change after the actuaries assess ESF, however, employers in the pool are more insulated from certain impacts to their rate through the “pooling” of the risk, potentially leading to more stable rates over the long term.</p> </li> </ul>

Desired Outcomes	Establishing a Fire District
	<p><b>Note: If ESF chooses to be rated as an Independent, they could move to the SLGRP in the future. Once an entity joins the SLGRP, that decision is irrevocable.</b></p>
<p><b>ESF Staff Experience</b></p>	<p>This option would streamline and provide additional control of administrative services for ESF Staff while maintaining the operational benefits of the functional merger.</p>
<p><b>Impact on City Administration and Support Services</b></p>	<p>Both cities will be required to “right size” their support service functions without their former Fire Department sharing in the costs, both cities have indicated they may not be able to reduce these support service costs.</p>
<p><b>Sustainability</b></p>	<p>This option is sustainable and will provide a level of service consistent with the existing growth and limitations of the Oregon Property Tax system.</p>
<p><b>Long-Term Planning for Fire/EMS</b></p>	<p>This option provides long-term planning for Fire and EMS in the total response area for ESF.</p>
<p><b>Time to Implement</b></p>	<p>Forming a Fire District will require several steps, including a vote of the people to accept the new taxing district and election of the Board of Directors.</p>





## Dissolving the Functional Merger

Dissolving the functional merger and returning ESF to individual city fire departments may be necessary if none of the other options are palatable for both cities. The following table identifies the findings for this option related to the desired outcomes identified from stakeholder interviews.

Desired Outcomes	Dissolving the Functional Merger
<b>Single Governance and Administration</b>	The cities would be providing governance and administration services for their Fire Department.
<b>Operational Advantages of Consolidation</b>	The cities would not retain the benefit of the shared operational services, however, retaining the same operational protocols would assist in interoperability between the two agencies for major emergencies.
<b>Oversight by City</b>	Each city will provide full oversight for its Fire Department.
<b>Financial Impacts</b>	<ul style="list-style-type: none"> <li>• Triton recommends Eugene add a minimum of five positions at an estimated cost of \$1.1 million.</li> <li>• Triton recommends Springfield add a minimum of three positions at an estimated cost of \$800,000.</li> <li>• Springfield support services have allowed the City of Eugene to take responsibility for several support functions; Springfield would need to enhance their support for fire department support service requirements.</li> </ul>
<b>ESF Staff Experience</b>	The ESF staff would be separated and operate only in their city; very few of the staff desire a separation.
<b>Impact on City Administration and Support Services</b>	Each city would support its individual city fire department, reducing the complexity of its support services.
<b>Sustainability</b>	Returning to individual city fire agencies is sustainable, however, the depth of service experienced with ESF would not be achievable for either city.
<b>Long-Term Planning for Fire/EMS</b>	Both cities would be able to plan long-term for their city's needs.
<b>Time to Implement</b>	Triton estimates it would take approximately 12 months to work through the action items identified for separation, however, the existing IGA allows for two fiscal years to terminate the agreement.

## Recommendation

The creation of a new intergovernmental entity (IGE) with shared governance provided by both cities best meets most of the desired outcomes we heard from stakeholders.

Creating a new IGE to operate the fire department would provide a feasible solution to many of the challenges faced while maintaining accountability to both governing bodies. This new entity can be structured in a way that ensures appropriate representation and decision-making power from both cities. The Cities will have to determine if the governance is equally distributed or weighted in some manner to the larger city.



Both entities stand to benefit from ongoing annual cost reductions from the shared administration. Triton is recommending the addition of five additional administrative positions as part of operating ESF at an estimated cost of \$900,000.

ESF may see an initial decrease in PERS costs amounting to an estimated \$4 million per year in the first two years by establishing a new entity the independent rate or see an initial increase of \$630,000 per year for the first two years using the SLGRP "Pool" rate. Both rates are subject to adjustment once the PERS actuaries evaluate the new entity. The SLGRP rate shares the cost of certain rate impacts with a pool of employers where the individual rate is directly impacted by their experience. The cities will have to determine which plan they want ESF to participate in. If the independent rate is initially chosen, ESF can move to the SLGRP rate in the future. Once the SLGRP rate is chosen the decision is irrevocable.



The suggested member fee model, tailored to reflect the demand for services, ensures that the shared expenses of ESF are precisely defined and transparently accounted for in a fair proportional manner.

Triton is recommending that all ESF staff transition to employment with the new entity and the bulk of city-level support services be provided by one city or the other or by ESF itself. Eugene and Springfield would retain ownership and responsibility of their fire stations and apparatus.

### Implementation

Triton has developed action plans to advance toward the development and implementation of an IGE. Triton advocates taking incremental steps, focusing on a few action items at a time. This approach allows both cities to ensure their needs are addressed and that the chosen solutions for each issue are mutually acceptable.

#### **CRITICAL ISSUE**

*The Cities will need to agree on Governance as the first step in establishing an IGE.*

While there are a multitude of issues that need to be evaluated by both cities as they work through the action items, the most critical issue to address is defining governance and the voting weight for each city for the new entity.

### Closing

Through functional consolidation, the capacity of ESF to manage both routine and significant emergencies has significantly improved for both cities. The cities also benefit from some cost reductions through shared administration, however, the value of ESF is more in the depth of service to the community than the cost savings.

Triton considers the IGE is the best option for continuing to provide this higher level of service in a sustainable manner for both communities. The remaining three options (continuing with functional consolidation; one city contracting with the other; or forming a fire district) did not meet enough of the desired outcomes to be a consideration.

If the cities are unable to reach a consensus as they work through the action items or find insufficient value in this endeavor, Triton advocates for dissolution of the functional consolidation agreement and a return to individual fire departments. As part of this study, Triton has developed detailed action plans for dissolution, ensuring a smooth transition if such a decision is reached.

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Kristina Kraaz/CAO  
**Staff Phone No:** 541-744-4061  
**Estimated Time:** Consent Calendar  
**Council Goals:** Community and Economic Development and Revitalization

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** INITIATE ANNEXATION OF APPROXIMATELY 30 ACRES OF TERRITORY IN THE GLENWOOD URBAN RENEWAL AREA TO THE CITY OF SPRINGFIELD

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**ACTION REQUESTED:** Adopt/Not Adopt the following Resolution:  
INITIATING ANNEXATION OF APPROXIMATELY 30 ACRES OF TERRITORY IN THE GLENWOOD URBAN RENEWAL AREA, NORTH OF FRANKLIN BOULEVARD TO THE WILLAMETTE RIVER, TO THE CITY OF SPRINGFIELD PURSUANT TO SECTION 5.7 OF THE SPRINGFIELD DEVELOPMENT CODE

---

**ISSUE STATEMENT:** Whether the Council wishes to initiate annexation of approximately 30 acres of property in Glenwood north of Franklin Blvd and south and west of the Willamette River, to provide greater efficiency in the land use process to adopt a future Glenwood Master Plan for the subject area.

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**ATTACHMENTS:** [1: Resolution](#)  
[Exhibit A: Proposed Annexation Territory](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:** The City Council is requested to formally initiate annexation of the Glenwood Master Plan area to help expedite the Master Plan approval process and related amendments to the Springfield Comprehensive Plan diagram, Springfield Zoning Map, and Glenwood Refinement Plan. The Springfield Economic Development Agency (SEDA) has contracted with Rowell Brokaw Architects to develop a Master Plan for approximately 30 acres of property in Glenwood (general depicted in Attachment 1, Exhibit A). As part of the work necessary for future Master Plan review and approval, the Rowell Brokaw contract includes services for annexation of the Master Plan area. Annexation is necessary to facilitate efficient adoption of the Master Plan and related amendments, by eliminating the need for a joint approval process with Lane County.

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The City Council may initiate annexation of any territory that is contiguous to existing City limits under SDC 5.7.100 and ORS chapter 222. The territory proposed to be annexed (Attachment 1, Exhibit A) includes all of the proposed Master Plan area, except the property owned by Homes for Good that is already part of the City limits. The proposed annexation area includes approximately 13 acres owned by the City and SEDA, 16 acres of property owned by private parties who are partnering with SEDA to develop the Master Plan, and some additional internal public rights of way.

The proposed Resolution provides for City initiation of the annexation, but the annexation would only proceed to a future public hearing and potential adoption if written consent is received from the private property owners in the Master Plan area. If the Council initiates the annexation, the next step is preparation of the annexation application materials by Rowell Brokaw. Adjustments can be made to the exact area proposed for annexation to close any gaps with existing City limits (such as along the Willamette River). A City Council public hearing on the annexation proposal is anticipated for fall 2024.

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**CITY OF SPRINGFIELD, OREGON  
RESOLUTION NO. \_\_\_\_\_**

**INITIATING ANNEXATION OF APPROXIMATELY 30 ACRES OF TERRITORY IN THE  
GLENWOOD URBAN RENEWAL AREA, NORTH OF FRANKLIN BOULEVARD TO THE  
WILLAMETTE RIVER, 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 of Springfield;

**WHEREAS**, the property proposed to be annexed is depicted in Exhibit A, and includes property along the Glenwood Riverfront, north of Franklin Boulevard, which is owned by the City of Springfield, Springfield Economic Development Agency, Homes for Good Housing Authority, Lane County, and additional private parties;

**WHEREAS**, the territory to be annexed is within the Springfield Urban Growth Boundary, and is contiguous to the Springfield city limits along Franklin Boulevard and along the Willamette River;

**WHEREAS**, the owners of the subject territory have agreed to jointly cooperate in development of a Glenwood Riverfront Master Plan who are engaged jointly in an effort to develop a Master Plan that will govern future mixed-use development of the Glenwood Riverfront area, anticipated over the next five to ten years;

**WHEREAS**, the City Council finds that initiating annexation of the subject territory is in the best interest of the City to facilitate efficient adoption of the Master Plan and related amendments to the Springfield Comprehensive Plan diagram, Springfield Zoning Map, and Glenwood Refinement Plan; and

**WHEREAS**, the annexation initiated herein will proceed as provided in SDC 5.7.100 only as to real property for which the City receives written consent of the owner(s), and no annexation election is authorized herein,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD:

Section 1: The Common Council of the City of Springfield does hereby announce its intention to conduct a public hearing to consider annexation of certain property as generally depicted on Exhibit A attached hereto.

Section 2: The City Manager or designee is directed to review the territory depicted in Exhibit A for any potential survey gaps and, if any exist, to close such gaps to create contiguous annexation territory.

Section 3: This Resolution will take effect upon adoption by the Council.

ADOPTED by the Common Council of the City of Springfield this \_\_\_\_\_ day of July, 2024, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

ATTEST:

\_\_\_\_\_  
City Recorder





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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Mariah Kimpton  
**Staff Phone No:** 541-726-2245  
**Estimated Time:** Consent Calendar  
**Council Goals:** Maintain and Improve  
Infrastructure and  
Facilities

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**ITEM TITLE:**

ACCEPTANCE OF PROJECT P31080, Marcola Meadows Phase 5.

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**ACTION****REQUESTED:**

Adopt or reject the following resolution:  
A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR MARCOLA  
MEADOWS PHASE 5, P31080.

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**ISSUE****STATEMENT:**

The work on this project has been completed by the Developer, Marcola Meadows Neighborhood, LLC. and their Contractor, Kipco Construction, LLC. The City Staff and developer's consulting engineer, AKS Engineering & Forestry, LLC, have completed a final inspection, paperwork, and approval. The project is now ready for the formal City Council acceptance.

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**ATTACHMENTS:**

- [1. P31080 – Marcola Meadows Phase 5 – Resolution](#)
- [2. P31080 – Marcola Meadows Phase 5 – Vicinity Map](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:**

The Marcola Meadows Phase 5 project consists of site work (within right-of-way), striping, grading, installing pavement, sanitary and stormwater facilities, sidewalks, landscaping and street lights required for the new subdivision.

All construction work has been paid for by the developer, Marcola Meadows Neighborhood, LLC, and constructed by Kipco Construction.

All work done under the permit project has been completed and inspected by the City Engineer or designee and has been found to be satisfactory. This project has no final construction cost, as it was privately engineered, built, and financed. There is no financial impact to the City other than typical future maintenance responsibilities for public infrastructure.

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**CITY OF SPRINGFIELD, OREGON  
RESOLUTION NO. \_\_\_\_\_**

**ACCEPTANCE**

**WHEREAS**, work on the improvement described below has been fully completed and has been duly inspected by the City Engineer of the City of Springfield: P31080, Marcola Meadows Phase 5;

**WHEREAS**, said work was found to be in conformance with the terms of the Public Improvement Permit and plans submitted by the Engineer of Record and approved by the City Engineer; and

**WHEREAS**, it is the recommendation of the City Engineer that this Public Improvement Project be accepted and permanently included in the improvement maintenance program of the City of Springfield.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD:

Section 1: The Common Council of the City of Springfield does hereby accept for future maintenance the above-described project and accepts said improvement from the Developer involved.

Section 2: This Resolution will take effect upon adoption by the Council and approval by the Mayor.

ADOPTED by the Common Council of the City of Springfield this 1<sup>st</sup> day of July, 2024, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

ATTEST:

\_\_\_\_\_  
City Recorder

**REVIEWED & APPROVED  
AS TO FORM**

*Kristina Kraay* \_\_\_\_\_

DATE: **Feb. 9, 2021**

SPRINGFIELD CITY ATTORNEY'S OFFICE



# Attachment #2 – P31080, Marcola Meadows Phase 5



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**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Jessica Mumme / Finance  
**Staff Phone No:** 541-736-1032  
**Estimated Time:** Consent Calendar  
**Council Goals:** Financially Responsible and Stable Government Services

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD CONTRACTS EXCEEDING \$100,000 AND APPROVE AMENDMENTS TO PUBLIC CONTRACTS EXCEEDING LEVELS IN SPRINGFIELD MUNICIPAL CODE SECTION 2.706(3) IN CONFORMANCE WITH ALL OTHER APPLICABLE REQUIREMENTS OF THE SPRINGFIELD MUNICIPAL CODE AND OREGON PUBLIC CONTRACTING LAW DURING THE PERIOD COMMENCING JULY 2, 2024 AND CONTINUING THROUGH SEPTEMBER 2, 2024 WHILE THE COMMON COUNCIL IS IN RECESS.

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**ACTION REQUESTED:** Adopt/Not Adopt the following Resolution: A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD CONTRACTS EXCEEDING \$100,000 AND APPROVE AMENDMENTS TO PUBLIC CONTRACTS EXCEEDING LEVELS IN SPRINGFIELD MUNICIPAL CODE SECTION 2.706(3) IN CONFORMANCE WITH ALL OTHER APPLICABLE REQUIREMENTS OF THE SPRINGFIELD MUNICIPAL CODE AND OREGON PUBLIC CONTRACTING LAW DURING THE PERIOD COMMENCING JULY 2, 2024 AND CONTINUING THROUGH SEPTEMBER 2, 2024 WHILE THE COMMON COUNCIL IS IN RECESS.

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**ISSUE STATEMENT:** During the City Council’s summer recess, the City will need to award contracts that exceed the City Manager’s signature authority and may need to approve amendments to public contracts where the amendment cost exceeds the limits imposed by Springfield Municipal Code Section 2.706 (3). These actions are normally approved by the Council. To allow City business to proceed as usual during the recess, the Council may want to authorize the City Manager to approve such actions.

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**ATTACHMENTS:** [1: Summer Over Recess Contracts](#)  
[2: Resolution](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:** The Municipal Code sets administrative limits on the City Manager’s signature authority to make purchases and award contracts. Council authorization is required for amounts greater than the intermediate threshold. Section 2.706(3) of the Springfield Municipal Code prohibits amendments to public contracts where the amendment cost exceeds certain limits imposed by the Code except in certain cases of City Council approval. For the duration of the Council’s 2024 summer recess, staff suggests that the Council authorize the City Manager to approve competitive bid contracts that exceed the intermediate procurement threshold, Requests for Proposals, other personal services contracts exempt from bidding requirements under the purchasing regulations, and to approve amendments to public contracts where the amendment cost exceeds the limits imposed by Section 2.706 (2)(c) without Council approval. All expenditures have been budgeted and all purchasing provisions of the Municipal Code are to be followed. City Manager authorization will allow projects to stay on schedule, public service to continue uninterrupted, and limit the City’s exposure.

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The following is a list of summer recess contract awards currently anticipated. Other contracts or amendments may come up during recess which will need to be actioned. **Council recess is July 2, 2024 through September 2, 2024.**

Project Name	Approximate Dollar Value	Department	Contact	Estimate of when contract will be ready for award:
Engineering Bond Package #1	Estimated \$500,000 to \$1 million	DPW	Amanda Clinton	July 2024
Quad Design Consultant Contract	\$100,000 to \$200,00	DPW	Amanda Clinton	August 2024
B21002 Engineering and Design Services for Bond Package #2	Estimated \$500,000 to \$1 million	DPW-ENG	Mariah Kimpton	August 2024
P21197 42 <sup>nd</sup> Street Levee Feasibility Study	Estimated \$800,000 total/\$400,000 City share (50/50 cost share agreement)	DPW-OPS	Ken Vogeney	July 2024
January 2024 Winter Storm Public Assistance Reimbursement (State of Oregon Emergency Management)	\$5,000,000	DPW-OPS	Ken Vogeney	July 2024
Change Order for Storm Damaged Streetlight Repair	\$906,735	DPW-OPS	Scott Miller	August 2024
Inmate Medical Services	\$1,300,572	Police- Jail	Lt. Thomas Rappe	August 2024

**CITY OF SPRINGFIELD, OREGON  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD CONTRACTS EXCEEDING \$100,000 AND APPROVE AMENDMENTS TO PUBLIC CONTRACTS EXCEEDING LEVELS IN SPRINGFIELD MUNICIPAL CODE SECTION 2.706(3) IN CONFORMANCE WITH ALL OTHER APPLICABLE REQUIREMENTS OF THE SPRINGFIELD MUNICIPAL CODE AND OREGON PUBLIC CONTRACTING LAW DURING THE PERIOD COMMENCING JULY 2, 2024 AND CONTINUING THROUGH SEPTEMBER 2, 2024 WHILE THE COMMON COUNCIL IS IN RECESS.**

**WHEREAS**, Springfield Municipal Code (SMC) section 2.704(1)(a), "Contracting Authority and Responsibilities," limits the City Manager's authority to make purchases and award contracts to those less than \$100,000, without additional authorization from the City Council acting as the local contract review board;

**WHEREAS**, SMC 2.706(3) and 2.706(4) prohibit amendments to public contracts where the amendment cost exceeds certain limits, except when approved by the City Council acting as the local contract review board;

**WHEREAS**, delaying approval for all purchases and agreements until the Council meeting on September 3, 2024 may waste valuable time, increase the City's exposure to delays, increase costs, and reduce public service;

**WHEREAS**, there may occur the need to execute contracts exceeding \$100,000 for which funds have been budgeted and that for reasons of public welfare, safety, and cost effectiveness need to be awarded during the Council's summer recess commencing July 2, 2024 and continuing through September 2, 2024; and

**WHEREAS**, there may occur the need to amend contracts where the amended cost exceeds certain specified limits during the Council summer recess commencing July 2, 2024 and continuing through September 2, 2024,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD AS FOLLOWS:

Section 1: The City Manager is hereby authorized to award the following contracts and contract amendments for which funds have been budgeted, and that for reasons of public welfare, safety, and cost effectiveness need to be awarded during the Council's summer recess, provided that all other applicable requirements in the Springfield Municipal Code and Oregon Public Contracting Code are followed:

- A. Contracts in excess of \$100,000 based on competitive sealed bids or competitive sealed proposals;
- B. Contracts in excess of \$100,000 that are otherwise exempt from being awarded based on competitive sealed bids or competitive sealed proposals by applicable provisions of the Springfield Municipal Code or Oregon Public Contracting Code; and
- C. Amendments to contracts that exceed the monetary limits imposed by SMC 2.706(3).

Section 2: The authorization provided in Section 1 supplements and is in addition to, and not in lieu of, the City Council's authority.

Section 3: This Resolution will take effect on July 2, 2024 and continue through September 2, 2024.

Adopted by the Common Council of the City of Springfield this 1st day of July 2024 by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

ATTEST:

\_\_\_\_\_  
Allyson Pulido, City Recorder

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**AGENDA ITEM SUMMARY****SPRINGFIELD CITY COUNCIL****Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Monica Sather/DPW  
**Staff Phone No:** 541-736-1038  
**Estimated Time:** Consent Calendar  
**Council Goals:** Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

---

**ITEM TITLE:** WILLAMALANE 2023 PARK AND RECREATION COMPREHENSIVE PLAN ADOPTION

---

**ACTION REQUESTED:** Conduct a second reading and adopt/not adopt the following ordinance:  
**AN ORDINANCE ADOPTING WILLAMALANE PARK AND RECREATION DISTRICT'S 2023 PARK AND RECREATION COMPREHENSIVE PLAN AS THE RECREATION ELEMENT OF THE SPRINGFIELD COMPREHENSIVE PLAN, AMENDING THE EUGENE-SPRINGFIELD METROPOLITAN AREA GENERAL PLAN TO REPEAL THE 2012 PARK AND RECREATION COMPREHENSIVE PLAN AND TO ADD REFERENCE TO THE SPRINGFIELD COMPREHENSIVE PLAN RECREATION ELEMENT, ADOPTING A SAVINGS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE**

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**ISSUE STATEMENT:** Willamalane's 2023 Park and Recreation Comprehensive Plan ("Plan") fulfills Willamalane's and the City's comprehensive planning responsibilities to meet Oregon Statewide Land Use Planning Goal 8: Recreational Needs. Upon adoption, coordination with other long-range plans applicable to Springfield can occur.

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**ATTACHMENTS:** 1: Ordinance with Exhibits

- Exhibit A – 2023 Park and Recreation Comprehensive Plan and Appendices
- Exhibit B – Proposed Metro Plan Amendments
- Exhibit C – Updated\* Staff Report and Findings

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**DISCUSSION/ FINANCIAL IMPACT:** Willamalane seeks adoption of its Plan every 10 years to continue delivering park and services in a way that responds to community needs. Like the previous Plan adopted in 2013, the 2023 Plan outlines Willamalane's approach to facility planning for a 20-year time horizon. Project types range from acquisition, expansion, design, and/or construction of parkland, buildings, trails, and more. Of relevance to City resources, Willamalane anticipates continued partnerships with the City (e.g., collaborate on site design, event programming, and maintaining vegetation in natural areas and along waterways).

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Because co-adoption of the Plan by Lane County's Board of County Commissioners (BCC) is required, City Council held a joint public hearing with the BCC on June 10, 2024 in the matter of the plan amendments presented in the Council ordinance. There was no testimony provided during public hearing. Council and the BCC closed the hearing.

Since then, staff augmented findings in the staff report by adding reference to a Springfield Transportation System Plan (TSP) project in the table on page 32 of the \*Updated Staff Report (Exhibit C). The staff report originally identified possible alignment between TSP project PB-13 and project M29 in Willamalane's Plan. TSP project PB-12 is also relevant (see descriptions in the staff report). Given the general nature of Willamalane's Plan, detailed design and engineering analysis are needed to complete project M29. Noting that PB-12 may also coordinate with project M29 provides a fuller understanding of planning opportunities and enables early identification of efficiencies in project delivery.

After Council adopts the ordinance, the BCC will hold a third reading of its corresponding ordinances on July 30, 2024, which is the final step in the adoption process.

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**CITY OF SPRINGFIELD, OREGON**  
**ORDINANCE NO. \_\_\_\_\_ (GENERAL)**

**AN ORDINANCE ADOPTING WILLAMALANE PARK AND RECREATION DISTRICT'S 2023 PARK AND RECREATION COMPREHENSIVE PLAN AS THE RECREATION ELEMENT OF THE SPRINGFIELD COMPREHENSIVE PLAN, AMENDING THE EUGENE-SPRINGFIELD METROPOLITAN AREA GENERAL PLAN TO REPEAL THE 2012 PARK AND RECREATION COMPREHENSIVE PLAN AND TO ADD REFERENCE TO THE SPRINGFIELD COMPREHENSIVE PLAN RECREATION ELEMENT, ADOPTING A SAVINGS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Willamalane Park and Recreation District (Willamalane) is a special service district formed to provide park and recreation services for the residents within its district;

**WHEREAS**, Willamalane's district boundary encompasses Springfield city limits, Springfield's urbanizable area, and adjacent areas;

**WHEREAS**, a 1995 Intergovernmental Agreement between Willamalane and the City of Springfield establishes Willamalane as the agency responsible for preparing, maintaining, and updating a comprehensive plan for parks, recreation services, and open spaces for the purpose of Oregon Statewide Land Use Planning Goal 8;

**WHEREAS**, in 2013, Springfield adopted Willamalane's 2012 *Park and Recreation Comprehensive Plan*, which replaced Willamalane's prior versions of the *Park and Recreation Comprehensive Plan*;

**WHEREAS**, the 2012 *Park and Recreation Comprehensive Plan* was adopted as a refinement to the *Eugene-Springfield Metropolitan Area General Plan (Metro Plan)*;

**WHEREAS**, Willamalane updates its *Park and Recreation Comprehensive Plan* based on a 10-year update cycle;

**WHEREAS**, the Springfield Committee for Citizen Involvement approved a Community Engagement Plan on April 5, 2022 to inform Willamalane's development of its 2023 *Park and Recreation Comprehensive Plan*;

**WHEREAS**, Willamalane presented the results of its Community Needs Assessment to the Springfield and Lane County Planning Commissions on November 15, 2022, to the Springfield City Council on November 21, 2022, and to the Lane County Board of County Commissioners on November 29, 2022 and sought input on from these officials to inform the 2023 *Park and Recreation Comprehensive Plan*;

**WHEREAS**, Willamalane's Board of Directors adopted the 2023 *Park and Recreation Comprehensive Plan* on September 13, 2023 and subsequently submitted the 2023 *Park and Recreation Comprehensive Plan* to Springfield and Lane County for review and adoption;

**WHEREAS**, for the purpose of adopting the portion of the 2023 *Park and Recreation Comprehensive Plan* within Springfield's planning jurisdiction, staff considered the applicability and functions of the *Springfield Comprehensive Plan* and the *Metro Plan*;

**WHEREAS**, as required by ORS 197A.278 (previously ORS 197.304), in 2011 the City of Springfield and Lane County adopted the Springfield urban growth boundary and have since been co-adopting elements of the *Springfield Comprehensive Plan* to refine or replace portions of the *Metro Plan*;

**WHEREAS**, adoption of the 2023 *Park and Recreation Comprehensive Plan* as an element of the *Springfield Comprehensive Plan* is an action consistent with pages iii and iv of the *Metro Plan*, which provide a basis for Springfield's evolution to a city-specific comprehensive plan;

**WHEREAS**, the proposed text amendment of the *Metro Plan's* Parks and Recreation Facilities Element clarifies Willamalane's role in providing park and recreation services in the Springfield area and clarifies the relationship between the *Metro Plan*, the *Springfield Comprehensive Plan*, and Willamalane's *Park and Recreation Comprehensive Plan*;

**WHEREAS**, the 2023 *Park and Recreation Comprehensive Plan* fulfills a specific aspect of comprehensive planning within the broader framework established by the Oregon Statewide Land Use Planning Goals, the *Metro Plan*, and the *Springfield Comprehensive Plan*;

**WHEREAS**, Lane County must co-adopt the changes to the *Springfield Comprehensive Plan* and *Metro Plan* pursuant to Type 4 legislative amendment procedures specified in the Springfield Development Code and pursuant to the review procedures specified for amendments to the *Metro Plan*;

**WHEREAS**, the City of Eugene received notice from the City of Springfield on September 20, 2023 regarding the proposed adoption process of the 2023 *Park and Recreation Comprehensive Plan*, and on October 4, 2023 Eugene returned a response opting out of the proceedings to review and adopt the 2023 *Park and Recreation Comprehensive Plan*;

**WHEREAS**, the Springfield and Lane County Planning Commissions conducted a joint public hearing on April 2, 2024 on the proposed 2023 *Park and Recreation Comprehensive Plan* and associated amendments to the *Metro Plan* and adoption as part of the *Springfield Comprehensive Plan*;

**WHEREAS**, the Springfield and Lane County Planning Commissions forwarded recommendations to the Springfield City Council and Lane County Board of County Commissioners to adopt the 2023 *Park and Recreation Comprehensive Plan* and associated amendments for application within the city limits of Springfield and outside the city limits of Springfield for areas within the *Metro Plan* boundary and Springfield urban growth boundary;

**WHEREAS**, Section 5.14.100 of the Springfield Development Code specifies the requirements for amendments to the *Metro Plan* and *Springfield Comprehensive Plan*;

**WHEREAS**, substantial evidence exists within the record that the proposed amendments meet these requirements, including the findings demonstrating consistency with applicable procedures and approval criteria contained within the staff report attached as Exhibit C, incorporated herein and adopted in support of this Ordinance; and

**WHEREAS**, the City Council and Lane County Board conducted a joint public hearing on June 10, 2024 with the Lane County Board of County Commissioners and is now ready to take action based on the recommendation and evidence in the record and based on the evidence and testimony presented at the June 10, 2024 hearing,



NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD ORDAINS AS FOLLOWS:

Section 1. The *Willamalane Park and Recreation Comprehensive Plan* (September 13, 2023), as more particularly described and set forth in Exhibit A and incorporated by this reference, is hereby adopted as the Recreation Element of the *Springfield Comprehensive Plan*.

Section 2. The text amendments to the *Metro Plan*, as more particularly described and set forth in Exhibit B and incorporated by this reference, are hereby adopted.

Section 3. The *Metro Plan* is hereby amended to repeal the 2012 *Willamalane Park and Recreation Comprehensive Plan* as a refinement plan of the *Metro Plan*.

Section 4. The findings set forth in Exhibit C to this Ordinance are incorporated by this reference adopted in support of this Ordinance.

Section 5. Savings Clause. Except as specifically amended herein, the *Springfield Comprehensive Plan* and *Metro Plan* shall continue in full force and effect.

Section 6. Severability Clause. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

Section 7. Effective date of Ordinance. The effective date of this Ordinance is as provided in the Chapter IX of the Springfield Charter and Section 2.110 of the Springfield Municipal Code, 30 days from the date of passage by the Council and approval by the Mayor; or upon the date that an ordinance is enacted by the Lane County Board of County Commissioners approving the same amendments as provided in Sections 1 through 3 of this Ordinance; or upon acknowledgment under ORS 197.625; whichever occurs last.

ADOPTED by the Common Council of the City of Springfield this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by a vote of \_\_\_\_ for and \_\_\_\_ against.

APPROVED by the Mayor of the City of Springfield this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

# Willamalane Park and Recreation District

## **COMPREHENSIVE PLAN**

September 2023





RESOLUTION  
No. 23-24.01

**RESOLUTION**

**TO ADOPT THE WILLAMALANE PARK AND RECREATION  
20 YEAR COMPREHENSIVE PLAN**

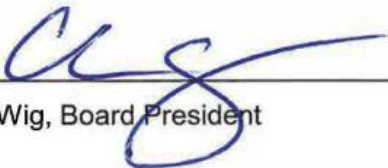
**WHEREAS**, the Willamalane Park and Recreation District (Willamalane) has updated its 20-year Park and Recreation Comprehensive Plan to guide future parks, natural areas, recreation facilities, programs and services for Springfield and its urbanizable area; and

**WHEREAS**, Willamalane has concluded the planning process for the 20-year Park and Recreation Comprehensive Plan including, but not limited to, an extensive public input process from the general public as well as from partner governing agencies;

**WHEREAS**, all Park and Recreation Comprehensive Plans previously adopted by Willamalane Park and Recreation District are replaced and superseded by the Park and Recreation Comprehensive Plan dated September 13, 2023;

**NOW, THEREFORE**, be it known that the Willamalane Park and Recreation District Board of Directors hereby adopts the Park and Recreation Comprehensive Plan dated September 13, 2023.

WILLAMALANE PARK AND RECREATION DISTRICT

By:   
Chris Wig, Board President

ATTEST

By:   
Michael Wargo, Executive Director/Secretary



# Acknowledgments

## Board of Directors

- Denise Bean, *Previous Director*
- Gregory James, *Director*
- Renee Jones, *Vice President*
- Dr. Johnny Lake, *Previous Director*
- Kiersten Muenchinger, *Director*
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Thank you to the thousands of people in the community who contributed ideas, considerations, and time throughout the planning process.

We dedicate this plan to you!



# TABLE OF CONTENTS

## 1 Executive Summary ..... 8

Background.....9  
The Purpose of This Plan .....9  
Changes in District Residents’ Profile .....9  
Changes in Park Inventory .....9  
Changes in Staffing and Leadership ..... 10  
Planning Process Summary ..... 10  
Engaging the Community ..... 11  
Park Access Summary..... 11  
Goals and Strategies ..... 13  
District Accomplishments Since 2012..... 14

## 2 Developing the Comprehensive Plan 15

Planning With a Team Approach – One Project,  
One Team ..... 17  
Critical Success Factors ..... 17  
Mission ..... 18  
Vision ..... 18  
Values ..... 18  
Willamalane District Profile and History.....19  
Related Planning Efforts and Integration ..... 20

## 3 Community Profile .....22

Willamalane Demographics and Key Trends .....23  
Demographics .....23  
Trends Analysis..... 26

## 4 Community Engagement ..... 29

Outreach Strategy—Identifying Needs  
and Desires .....30  
Public Input into the Comprehensive Plan .....30  
Stakeholders and Focus Groups .....32  
A Summary of Input Received During General  
Stakeholder and Focus Group Interviews  
and Meetings .....33  
A Summary of Input Received During Topic-  
Specific Focus Groups .....33  
Needs Assessment Community  
Survey Summary ..... 38  
Pop-Up Intercept Events ..... 41  
Digital Outreach ..... 42  
Internal Staff Engagement ..... 42  
Operations and Maintenance  
Staff SWOT Analysis ..... 43



**5 Park System Standards and Guidelines ..... 44**

Parks and Facilities Inventory and Assessment... 45  
 Parks Assessment Overview ..... 45  
 Parks Summary Table..... 47  
 Park Classifications and Park Standards.....48  
 Park Level of Service Standards for Park Classifications ..... 51  
 Natural Areas .....52  
 Undeveloped Land .....53  
 Indoor Facility Summary Table .....53

**6 Level of Service Assessment ..... 56**

Level of Service Assessment:  
 How Are We Doing? ..... 57  
 Component Scoring.....57  
 Park Scoring ..... 59  
 Walkable (½ mile) Access to Recreation ..... 60  
 Pedestrian Barriers.....61  
 Walkability Gap Analysis ..... 63  
 Neighborhood Gap Analysis ..... 63  
 Overall Qualitative Observations.....66  
 Additional Analysis.....66  
 Capacity Analysis.....69

**7 Trails and Pathways Assessment.....72**

Access.....73  
 Public Engagement—Trails Use and Desires ..... 77  
 Previous Trail Planning Efforts..... 77  
 Level of Service Comparisons..... 77  
 Trail Users ..... 78  
 Project Prioritization ..... 79  
 Evaluative Criteria for Project Prioritization.....80  
 Key Findings.....80

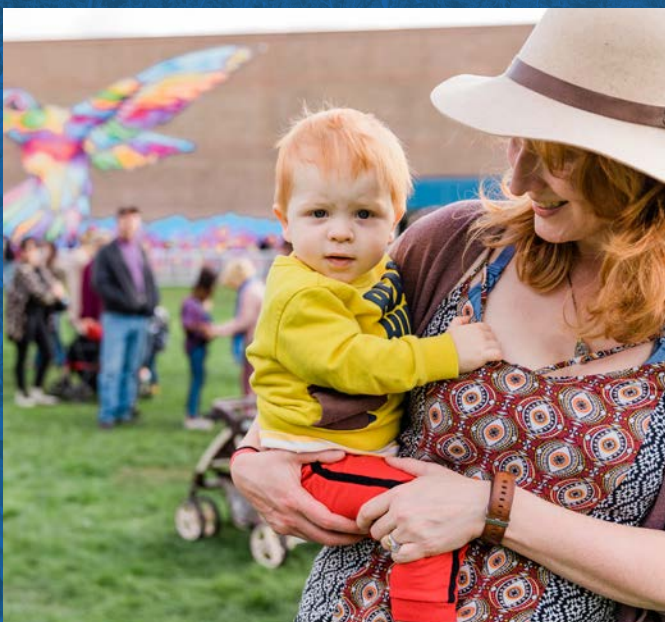
**8 Delivery of Services ..... 81**

Key Findings: Organizational and Financial Analysis ..... 82  
 Key Findings: Recreation Assessment..... 83  
 Key Findings: Maintenance and Operations Assessment.....84  
 Key Findings: Natural Resource.....85  
 Key Findings: Communication ..... 85  
 Key Findings: Diversity, Equity, Inclusion, and a Sense of Belonging (DEI).....86

**9 Moving the District Forward ..... 90**

Key Findings .....91  
 Comprehensive Plan Goals ..... 95  
 Strategies and Actions.....96  
 2023 Comprehensive Plan Projects with Operating and Capital Costs.....109  
 Map of 2023 Proposed Park Improvements .....110  
 Financial Strategy..... 116  
 Operational Costs..... 118  
 Funding Opportunities ..... 118  
 Moving Forward ..... 121

**10 Implementing the Park and Recreation Comprehensive Plan ..... 122**







## List of Figures

Figure 1: The Key Elements of the Planning Process.....	10	Figure 18: Digital Outreach Statistics.....	42
Figure 2: Public Input Into the Comprehensive Plan.....	11	Figure 19: Photos Taken During Inventory Site Visits.....	45
Figure 3: Walkable (¼ - ½ mile) Park Access Equity.....	12	Figure 20: Example Page from the Inventory Atlas.....	46
Figure 4: Percentage of Population by Service Level.....	12	Figure 21: Willamalane System Map.....	55
Figure 5: Percentage of Springfield Population with Walkable Access to Trails.....	12	Figure 22: Playgrounds Example Photos.....	58
Figure 6: Key Elements of the Planning Process	16	Figure 23: Walkability Barriers “Cut-Off” Service Areas Where Applicable.....	61
Figure 7: Willamalane Park and Recreation District Service Area.....	19	Figure 24: Walkable Access to Outdoor Recreation Opportunities.....	62
Figure 8: Historic and Projected Population Growth in the Springfield UGB.....	23	Figure 25: High-Value Walk Area.....	62
Figure 9: Age Distribution Trends 2010-2027....	24	Figure 26: Percentage of Population with Walkable Access to Outdoor Recreation.....	63
Figure 10: Lane County Health Rankings Overview.....	26	Figure 27: Percentage of Population with Neighborhood Access to Outdoor Recreation.....	63
Figure 11: Adult Participation in Fitness Activities.....	27	Figure 28: Walkable Service Area Analysis.....	64
Figure 12: Adult Participation in Outdoor Recreation Activities.....	27	Figure 29: District Neighborhood Drivable (One-mile) Access to Outdoor Recreation.....	65
Figure 13: Top 10 Activities for Oregon Residents in 2017.....	28	Figure 30: Regional Trails, Rivers to Ridges, 2023.....	74
Figure 14: Public Outreach for the Comprehensive Plan.....	30	Figure 31: Willamalane Trail System.....	75
Figure 15: Community Engagement Schedule..	30	Figure 32: Springfield Areas Within One-Half Mile Service Area to Trail Access Point.....	76
Figure 16: Latinx Service Priorities.....	35	Figure 33: Communication Effectiveness.....	86
Figure 17: Study Areas Identified in the Needs Assessment Survey.....	39	Figure 34: Preferred Communication Methods by Age of the Invite Sample.....	87
		Figure 35: Priority Walkable Access Area Map..	110
		Figure 36: Map of 2023 Proposed Park Improvements.....	114
		Figure 37: Map of 2023 Proposed Path and Trail Improvements.....	115



## List of Tables

Table 1: Race and Ethnicity in the Springfield UGB.....	25	Table 10: Indoor Facility Summary Table.....	54
Table 2: Types of Disabilities in the City of Springfield UGB.....	25	Table 11: District Component Score Breakdown vs National Dataset.....	57
Table 3: Topic Specific Focus Groups.....	33	Table 12: Example Scoring for the Playground Component Assessment.....	58
Table 4: Teen Written Survey Most Repeated Responses.....	34	Table 13: Community Park Scores.....	59
Table 5: Natural Areas Focus Group Input.....	36	Table 14: Neighborhood Park Scores.....	59
Table 6: Most Important Facilities and Services to Springfield Households.....	40	Table 15: Pocket Park Scores.....	59
Table 7: Most Important Future Program Needs to Springfield Households.....	41	Table 16: Sports Park Scores.....	60
Table 8: Most Important Future Priorities to Springfield Households.....	41	Table 17: Special Use Facility Scores.....	60
Table 9a: Priorities from Intercept Engagement Events.....	42	Table 18: GRASP® Comparative Data (Oregon Agencies).....	68
Table 9b: Summary of Components and GIS Acres for Each Park.....	47	Table 19: District Component Capacities Ratios....	70
Table 9c: Park Classifications and Proposed Standards.....	51	Table 20: Outdoor Park and Recreation Facilities – Median Population Served Per Facility.....	71
		Table 21: Willamalane Miles of Trails.....	73
		Table 22: Current and Preferred Communication Methods.....	86
		Table 23: Willamalane Trails and Pathways Walkable Access and Equity.....	109





# 1



# Executive Summary

The Executive Summary for the Willamalane 2023 Park and Recreation Comprehensive Plan is intended to introduce and summarize key portions of the plan. To gain a full understanding of the plan, methodology, and data, each section and noted appendices should be reviewed.



## WILLAMALANE PARK AND RECREATION DISTRICT

### Background

The Willamalane Park and Recreation District operates as an autonomous special district in the city of Springfield, Oregon and owns and operates parks and facilities under the guidance of an elected Board of Directors. The operation of the district is overseen by an Executive Director who, along with senior leadership, delivers an award-winning and nationally accredited parks and recreation program. Willamalane has provided a high level of service since 1944 and is proud to be the first special district providing parks and recreation services in the state of Oregon. Willamalane is a two time recipient of the National Recreation and Park Association Gold Medal (1986 and 2016), identifying it as the best park and recreation agency in the country serving a population between 30,001 and 75,000. The district also achieved national accreditation (CAPRA) from the National Recreation and Parks Association in 2022.

### The Purpose of This Plan

This park and recreation comprehensive plan is an update to Willamalane's 2012 Park and Recreation Comprehensive Plan.

In the past 10 years, Willamalane staff worked diligently to implement the 2012 plan's strategies and actions. Highlights of these efforts include:

- Improvements to 16 parks and facilities
- Built four new neighborhood parks and made renovations at eight parks
- Constructed over 14 miles of trails
- Provided access to over 700 additional acres of natural area
- Conducted upgrades at three facilities
- Constructed seven new restroom facilities
- Expanded recreation and programming across the district

This plan, along with other local and regional planning documents, provides a roadmap for the district to operate over the next 10 years and beyond.

Since 2012, the Springfield community has changed significantly. In January 2022, the district hired



BerryDunn, a nationally known management consulting firm specializing in parks, recreation, and libraries, to work with the community to update the plan. The consultant team immediately began to determine how the district and the community it serves has changed since its last planning effort.

### Changes in District Residents' Profile

- The population grew from 67,738 in 2010 to 70,337 in 2020.
- The age of community members is getting older. The median age increased from 34.6 years in 2010 to 38.4 years in 2020.
- The people living within the Urban Growth Boundary (UGB) have become more diverse. In 2010, the Latinx community made up 11.32% of the population in Springfield's UGB. Currently, 14.84% of the Springfield's UGB population is Latinx and it is projected to increase to 16.95% by 2026.

### Changes in Park Inventory

- The district has doubled its available park space since 2012, adding 851 acres. Much of this growth took place at the Thurston Hills Natural Area, increasing available natural areas to 920 acres. As a result, the district expanded its operations by creating a natural resources department which is currently staffed by two employees.

## Executive Summary

- The district increased the overall inventory of parks from 37 to 45.

### Changes in Staffing and Leadership

Willamalane has seen significant change in staff and leadership since 2012. Staffing levels also decreased from 186 full-time equivalent (FTE) positions in 2020 to 171 FTE in 2023.

### Planning Process Summary

The process to create and update this plan included oversight by a project team that met periodically during the 18-month planning process to advise the consultants on direction and content for the plan. The project team included Willamalane staff, leadership, and project managers from BerryDunn. The project team guidance was informed through regular meetings with a district-wide staff advisory committee, monthly progress reviews provided to Willamalane’s Board of Directors, and regular meetings with project partners including the City of Springfield and Lane County.

The consultant team working on the project included RRC Associates, a national survey research firm, and SERA Architects, a landscape architecture firm. Willamalane also contracted with local community partners to help facilitate community conversations during the community outreach process. This collaborative approach helped to create a plan that blends the local knowledge of staff, community members, and consultant expertise.



### Development of this plan included the following tasks:



Document collection and review



Demographics and trends analysis



Community engagement



Organizational, financial, and recreation program analysis



Maintenance and operations analysis



Park and facility inventory



Level of service analysis



Potential funding opportunities assessment



Recommendations-goals, strategies, and actions

Figure 1: The Key Elements of the Planning Process

## Engaging the Community

The foundation for the planning process was the extensive community engagement led and facilitated by both the consultants and Willamalane staff.

In total, the community engagement process incorporated the opinions, needs, and desires of approximately 3,800 community members. The focus of the process was outlined in an engagement plan at the outset of the project. Five areas of input were emphasized, including stakeholder interviews and focus groups, a needs assessment survey, digital outreach, pop-up surveys at community events, and staff engagement. Findings from these engagement opportunities were posted on a dedicated project landing page hosted on Willamalane’s website and presented to the community at two town hall events. A series of updates were also provided to the district’s Board of Directors, the Springfield Planning Commission and City Council, and the Lane County Planning Commission and Board of Commissioners.

Eight focused discussions were held specifically for individuals from historically underrepresented groups, such as individuals with disabilities and members of the Latinx and American Indian/Alaska Native communities. An emphasis was also placed on including youth and teens in the planning process. Most notably, this process included focus groups that took place at local middle and high schools. In addition to in-person activations, Willamalane executed a series of digital marketing strategies which reached a broader audience in the region. We were able to understand older adult communities’ interests by engaging with them at focused events, and cross-tabulation of survey results. We also focused some of



the engagement events (tabling, a town hall meeting, signage, and posting printed material) at the Willamalane Adult Activity Center, which serves a primarily older adult population.

Outcomes from the engagement efforts helped to create recommendations and action items for the comprehensive plan. A detailed summary of the engagement received is available in Appendix 1.



Figure 2: Public Input Into the Comprehensive Plan



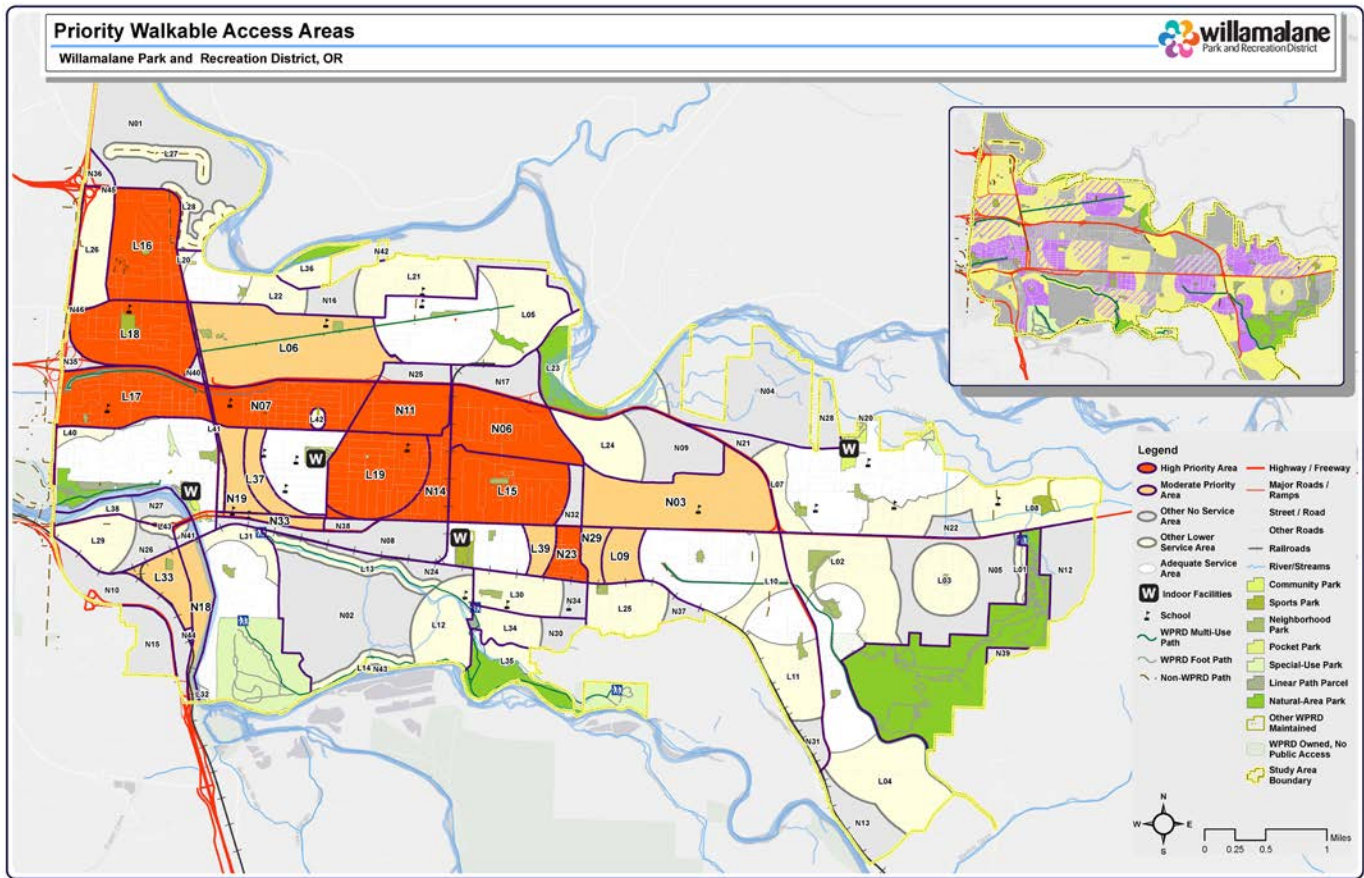
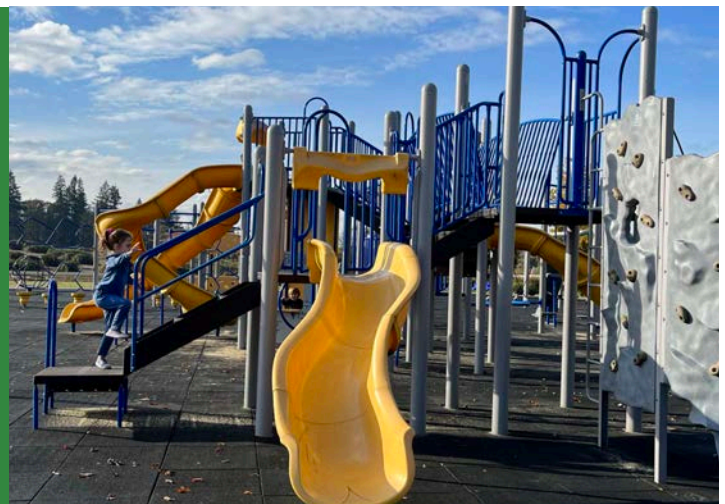
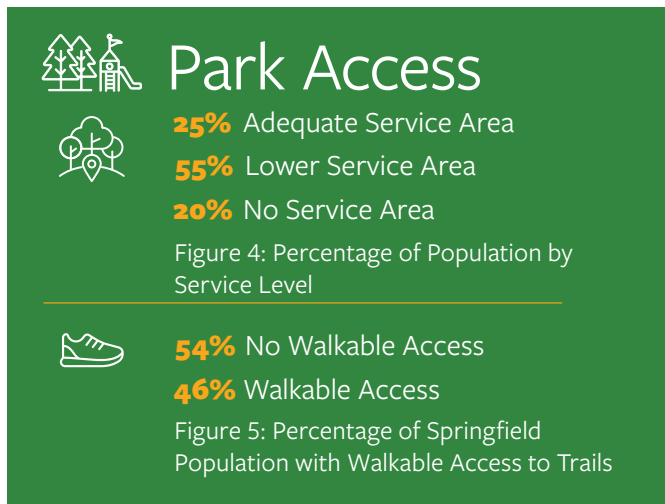


Figure 3: Walkable (¼ - ½ mile) Park Access Equity

A majority of residents have access to parks, see Figure 4 and 5 below. It is also important to consider walkable access to trails. In the district, a majority of residents lack walkable access to trails. The trails assessment and findings are discussed in [Section 7](#).



## Goals and Strategies

The results of the engagement process, the needs assessment survey, and other qualitative and quantitative research identified many key issues and findings that were considered when developing goals, strategies, and actions for this plan. The key issues are provided with greater detail in [Section 9](#). Seven goals were identified during the planning process, each with multiple strategies:

### Goal 1: Continue to operate the district at a nationally accredited (CAPRA) standard.

#### STRATEGIES

1.1	Review and update plans, policies, and procedures to align with the changing needs of the community.
1.2	Strive for effective and transparent communication.
1.3	Prioritize Willamalane resources to best serve community members of all abilities.
1.4	Integrate diversity, equity, inclusion (DEI) in every facet of district services.
1.5	Prioritize workplace culture.
1.6	Strengthen employee recruitment and retention.

### Goal 2: Provide a safe and equitable system of parks and natural areas.

#### STRATEGIES

2.1	Improve existing parks to enhance the district's current level of service.
2.2	Expand acreage and recreation offerings to accommodate population growth and provide parks and recreation opportunities in underserved areas.
2.3	Improve and enhance the district's sustainability initiatives.

### Goal 3: Provide an easily accessed and connected system of paths and trails.

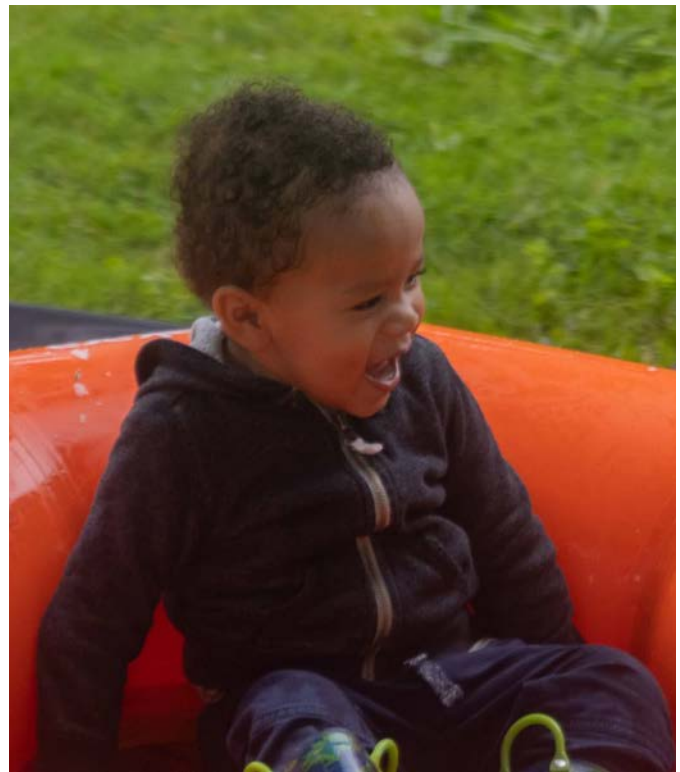
#### STRATEGIES

3.1	Improve connectivity and access to existing paths and trails.
3.2	Provide a desirable experience for trail users.

### Goal 4: Provide access to high-quality and affordable recreation facilities.

#### STRATEGIES

4.1	Add or expand facilities to best meet user demand in the district.
-----	--



**Goal 5: Strive for a high standard of care for the maintenance of parks, natural areas, trails, and facilities across the district.**

**STRATEGIES**

5.1	Maintain a high standard of care for parks and open spaces.
5.2	Proactively manage existing natural areas.
5.3	Proactively manage and update trails and pathways in the district.
5.4	Manage facilities to create a safe and enjoyable user experience.

**Goal 6: Offer recreation programs and services that respond to the community’s needs and encourage healthy lifestyles.**

**STRATEGIES**

6.1	Maximize participation in recreation activities across the district.
6.2	Expand and adapt programs in response to the changing needs and desires of the community.

**Goal 7: Be a responsible steward of district resources and partnerships.**

**STRATEGIES**

7.1	Develop a long-term funding strategy for capital improvements for new facilities and upgrades.
-----	--

**District Accomplishments Since 2012**

Since 2012, the district has accomplished many of the recommendations in the previous plan.

These include expansions to the parks, trails, and natural areas in the district as well as:

- Passing and fulfilling the obligations of a bond, which provided great opportunities to increase the parks level of service and recreational opportunities (2012)
- Winning the National Park and Recreation Association’s National Gold Medal Award for Excellence in the Field of Park & Recreation Management (2016)
- Celebrating its 75th Anniversary with the community (2019)
- Achieving national accreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA) (2022)
- Doubling its available park space since 2012, adding 851 acres
- Increasing available natural areas to 920 acres
- Increasing the overall inventory of parks from 37 to 45



# 2

---



# Developing the Comprehensive Plan

The creation of the 2023 Park and Recreation Comprehensive Plan was supported by a team of Willamalane staff, partners, community members, and consultants



## Developing the Comprehensive Plan

The team of consultants supporting this project applied the local knowledge and input from staff, appointed and elected district leadership, City of Springfield and Lane County officials, and many stakeholders and community members. Consultant expertise and national best practices were considered throughout the planning process.

**THE KEY ELEMENTS OF THE PLANNING PROCESS ARE ILLUSTRATED IN FIGURE 6 AND INCLUDE:**

- Document collection and review
- Demographics and trends analysis
- Community engagement
- Organizational, financial, and recreation program analysis
- Maintenance and operations analysis
- Park and facility inventory
- Level of service analysis
- Potential funding opportunities assessment
- Recommendations – goals, strategies, actions, and a capital improvement plan



## Planning Process



### Information Gathering

**NEEDS ASSESSMENT**

- Staff
- Stakeholders
- Public Meetings
- Focus Groups
- Interviews
- Surveys
- Online Engagement

**INVENTORY**

- All Assets
- All Program Locations
- Other Providers

**LEVEL OF SERVICE ANALYSIS**

- GIS Component-Based Mapping
- Quality, Quantity, Functionality

**COMMUNITY PROFILE**

- Historical & Planning Context
- Demographics

**TRENDS**



### Findings and Visioning

**PRESENTATION/FEEDBACK SESSIONS**

- Staff
- Stakeholders
- Decision Makers
- What We Have Discovered
- Key Issues Matrix
- Key Ideas and Themes

**ANALYSIS**

- Programming
- Operations
- Maintenance
- Marketing & Communications
- Financial Resources



### Draft Recommendations

**SUMMARY FINDINGS STRATEGIES**

- Long-Term Vision
- Short-Term Action

**IMPLICATIONS**

- Financial
- Operational
- Maintenance

**RECOMMENDATIONS**

**IMPLEMENTATION ACTION PLAN**

- Tasks
- Timing
- Costs

**REVIEW & REVISIONS**



### Final Plan

**REVIEW**

- Staff
- Public
- Decision Makers
- Partners

**DISTRIBUTE/POST**

Figure 6: Key Elements of the Planning Process

## Planning With a Team Approach – One Project, One Team

Throughout the project, the consultants and the district’s project team worked closely together to achieve the best results. This allowed backgrounds, shared ideas, collaboration, and local knowledge to contribute to the best possible outcomes.

Effective communication was key to the planning effort and included weekly project management check-in meetings, monthly district comprehensive plan project advisory committee meetings, and regular updates to the district’s Board of Directors. The project was overseen by a project team consisting of project staff and Willamalane leadership.

## Critical Success Factors

To guide the planning effort, and to objectively evaluate the success of the process, district leadership identified eight critical success factors at the outset of the planning effort:

1. Adopt a 20-year comprehensive plan that builds on existing planning documents, including: the 2012 Park and Recreation Comprehensive Plan, the 2021 DEI Strategic Action Plan, the Community Engagement Strategy, Strategic Priorities, and other relevant planning documents.

2. Comply with Oregon statewide land use planning goals 1, 5, 8, 12, and 15.
3. Complete a comprehensive needs assessment of the community.
4. Identify current conditions in Willamalane parks, recreation programs, and services.
5. Determine a phased and prioritized capital improvement program and best management practices for operations.
6. Develop a funding strategy for capital and operational needs.
7. Plan with a focus on understanding and striving to meet the needs of marginalized communities within the district.
8. Prepare a clear, concise final document ready for adoption by the Willamalane Board of Directors, Springfield City Council, and Lane County Board of Commissioners.

## District Mission, Vision, and Values

Much of the comprehensive park and recreation plan is based upon Willamalane’s mission and vision. In spring of 2023, the Willamalane Board of Directors reviewed and affirmed the following mission statement and vision statement, informed by its core values:







# MISSION

To deliver exceptional parks and recreation to enrich the lives of everyone we serve.



# VISION

A healthy, active community where everyone belongs.

# VALUES



## BELONGING

We create a community where everyone connects, grows together, and works towards common goals.



## ACCESSIBILITY

We provide equitable access to recreational opportunities, regardless of ability, income, or background.



## HEALTHY LIFESTYLE

We deliver inclusive and accessible programs, facilities, and parks that promote healthy living.



## ACCOUNTABILITY

We hold ourselves to the highest ethical standards and build trust and respect in all interactions.



## STEWARDSHIP

We preserve and protect our natural and cultural resources for future generations to enjoy.



## INNOVATION

We strive to continuously improve our offerings with innovative and sustainable practices.



## Related Planning Efforts and Integration

An integral part of the planning process was to create a plan consistent with other local planning documents and in compliance with Goal 8 of Oregon’s Statewide Land Use Planning Goals. The Eugene-Springfield Metropolitan Area General Plan (Metro Plan) serves as the overarching policy document for the parks planning in the metro region. Per the Metro Plan, Willamalane identifies existing conditions, analyzes current and future needs based on these conditions, and prepares its Comprehensive Plan to address these needs separately for land within its park boundary. At a more local level, Willamalane’s Comprehensive Plan is the Recreation Element of Springfield’s city-wide Comprehensive Plan. The project team worked with partner jurisdictions to assure general review of and support for the plan throughout the planning process.

Many local, regional, and district planning documents and some specific plans for parks and natural areas were reviewed to provide context for this planning effort. Extensive background document review was also accomplished to support specific parts of the plan (such as the Willamalane Park and Recreation District Comprehensive Plan and materials related to the district’s recent accreditation process). A full summary of these important documents is provided in Appendix 2.



## The 2012 Park and Recreation Comprehensive Plan

The 2012 Willamalane Comprehensive Plan focused on the district’s 14 core values and 11 goals. The following six strategies were identified around the most important district needs:

- Parks and natural areas
- Community recreation and support facilities
- Rehabilitation
- Park and facility operations
- Recreation programs and services
- Department management and communication

The plan resulted in a district capital improvement plan that identified \$39 million in capital projects from 2012 – 2021 and an additional \$29 million between 2022 and 2031. An additional \$34 million in unfunded projects was also documented. Capital project funding was identified from existing fund balances, System Development Charges, grants and donations, and a general obligation bond.

## Oregon Statewide Comprehensive Outdoor Recreation Plan (SCORP) 2019 –2023

The SCORP is Oregon’s five-year planning tool for outdoor recreation and guides the use of Land and Water Conservation Fund (LWCF) monies, which are federal funds distributed to the State of Oregon. Careful attention was paid to this document to ensure that trends and priorities from that effort are accounted for in the comprehensive plan. The SCORP looks at participation across a series of state and county locations, as well as numerous age, ethnic, economic, and other demographic groups. The plan is based on a statewide survey and helps to set priorities for local, regional, and statewide funding. The report identifies the following statewide issues that should be considered by the district for prioritizing actions:

- An aging population
- An increasingly diverse population
- A lack of youth engagement in outdoor recreation
- An underserved low-income population
- The health benefits of physical activity





Below are activities and priorities that portray important participation in outdoor recreation activities in Lane County and across Oregon based on the 2019 – 2023 SCORP survey data.

- Walking on local streets, sidewalks, local trails, and paths are very important in Lane County
- Clean restrooms are a priority across Oregon
- Farmers markets, outdoor sports, and concerts are important activities across Oregon
- Families with children across the state of Oregon prioritize walking on local streets, sidewalks, local trails and paths and taking children to use playgrounds

### **Community Needs Assessment – 2017**

The district’s most recent community needs assessment was completed in 2017. Results were compared to findings from the needs assessment conducted during the 2012 comprehensive plan update. The Community Needs Assessment from 2017 is in Appendix 2.

### **Willamalane Strategic Priorities, Recommendations, and Findings – 2018**

The district set strategic priorities, identified value statements, created a structure, and identified teams for implementing five strategic priorities as shown in Appendix 2.

### **Willamalane Operational Objectives – 2022**

The district identified five operational objectives to be completed by June 30, 2022. The district successfully completed work on all five objectives in 2022. These are provided in Appendix 2.

### **The Rivers to Ridges Metropolitan Regional Parks and Open Space Study – 2003**

The Rivers to Ridges Partnership currently includes 19 regional organizations working collaboratively to advance the protection, restoration, and effective management of park and open space resources in the southern Willamette Valley. The study was being updated throughout the comprehensive planning process and the project team was actively involved in the update process to assure the findings from each plan support each other. See Appendix 2.



# 3



## Community Profile

The community profile was developed to illustrate household and economic data in the area to help residents understand the historical and projected changes that may impact the community. This section provides insight into the potential market for parks, trails, and services by highlighting where and how the community is likely to change.



## WILLAMALANE DEMOGRAPHICS AND KEY TRENDS

### Demographics

The Willamalane Park and Recreation District demographic profile was developed to provide an analysis of household and economic data in the area, helping residents to understand the historical and projected changes that may impact the community. The demographics analysis provides insight into the potential market for community parks, trails, and recreation programs and services by highlighting where and how the community is likely to change. More detail on Willamalane’s demographic profile can be found in Appendix 3.

### Sources

The primary sources of data for the demographic assessment include the 2020 Census and forecasting was provided by the Portland State University’s Population Research Center (PRC). Information for the health, wellness, and disability status section came from the American Community Survey (ACS) and Robert Wood Johnson Community Health Foundation.

### Area of Study

Willamalane utilized Springfield’s urban growth boundary (UGB) as the geographic boundary for the demographic

The UGB population was estimated at 70,337 in 2020.



analysis. In addition, comparisons to Springfield’s city limits were analyzed to provide additional context.

The boundary of the UGB encompasses approximately 24.1 square miles, and Springfield’s city limits covers an estimated 15.74 square miles. See [Figure 7](#).

### Population

From 62,298 in 2000, the population within the Springfield UGB has continued to grow steadily over the past two decades. In 2020, the population was estimated at 70,337. The PRC projects that the population within the UGB will increase to over 75,159 by 2035. See [Figure 8](#).

### Household Information

Analysis of the household characteristics within the Springfield UGB indicates that the area has a lower median income and a lower average home value than the state of Oregon. The following facts demonstrate the key highlights regarding household information compared to the state:

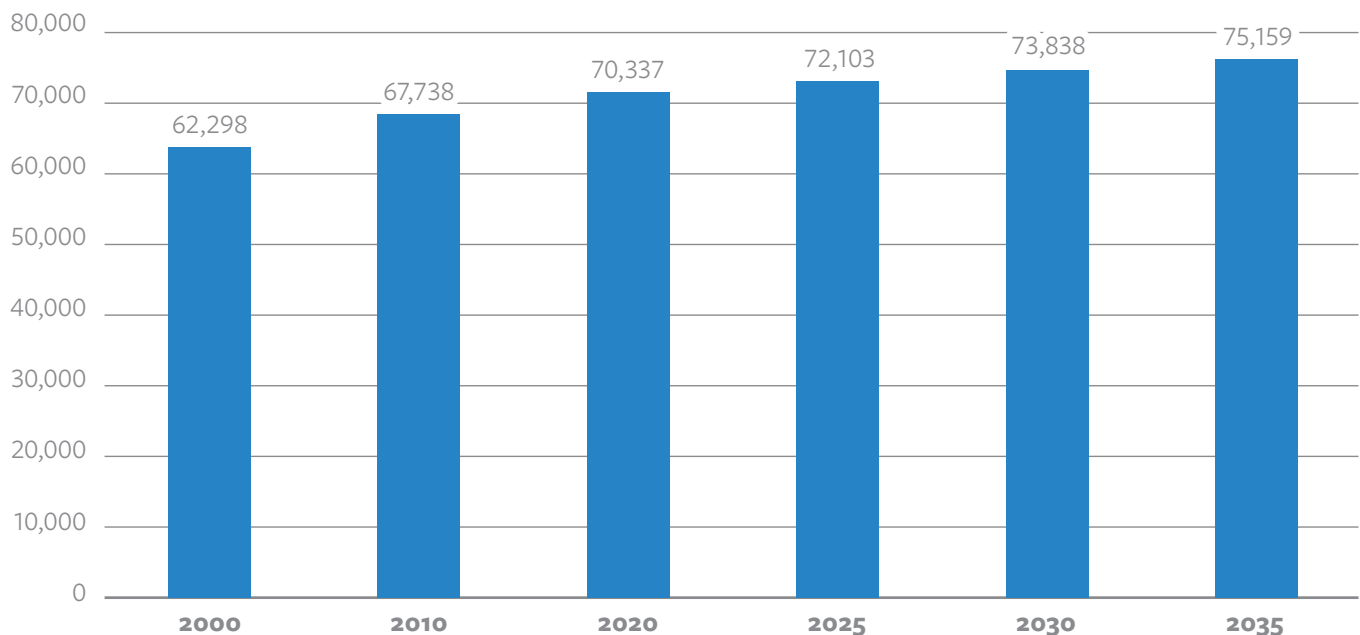


Figure 8: Historic and Projected Population Growth in the Springfield UGB

## Community Profile

- The median household income was \$50,481, which is over \$15,000 less than the median household income of \$65,472 for the state of Oregon (Esri, 2021).
- The average home value was \$311,024, which is less than the home value average of \$441,837 in the state of Oregon (Esri, 2021).
- Over 18.3% of households of Springfield were below the poverty level in 2020 compared to 12.4% in the state of Oregon (ACS, 2020).
- The average household size in the Springfield UGB (2.48) was similar to the state of Oregon (2.47) (ACS, 2020).
- Children in the Springfield Public Schools system had a 61.5% participation rate in the free and reduced lunch program as reported in 2018, which is the third highest rate of the 12 school districts in Lane County.

The median age in 2022 was 38.4 years old.



### Age

The median age in the Springfield UGB was 38.4 years old in 2021. This is slightly younger than the median ages in the state of Oregon (40.3) and the United States (38.8) (Esri, 2021). The age group projections are in Figure 9. As shown in Figure 9, Springfield's population is getting older.

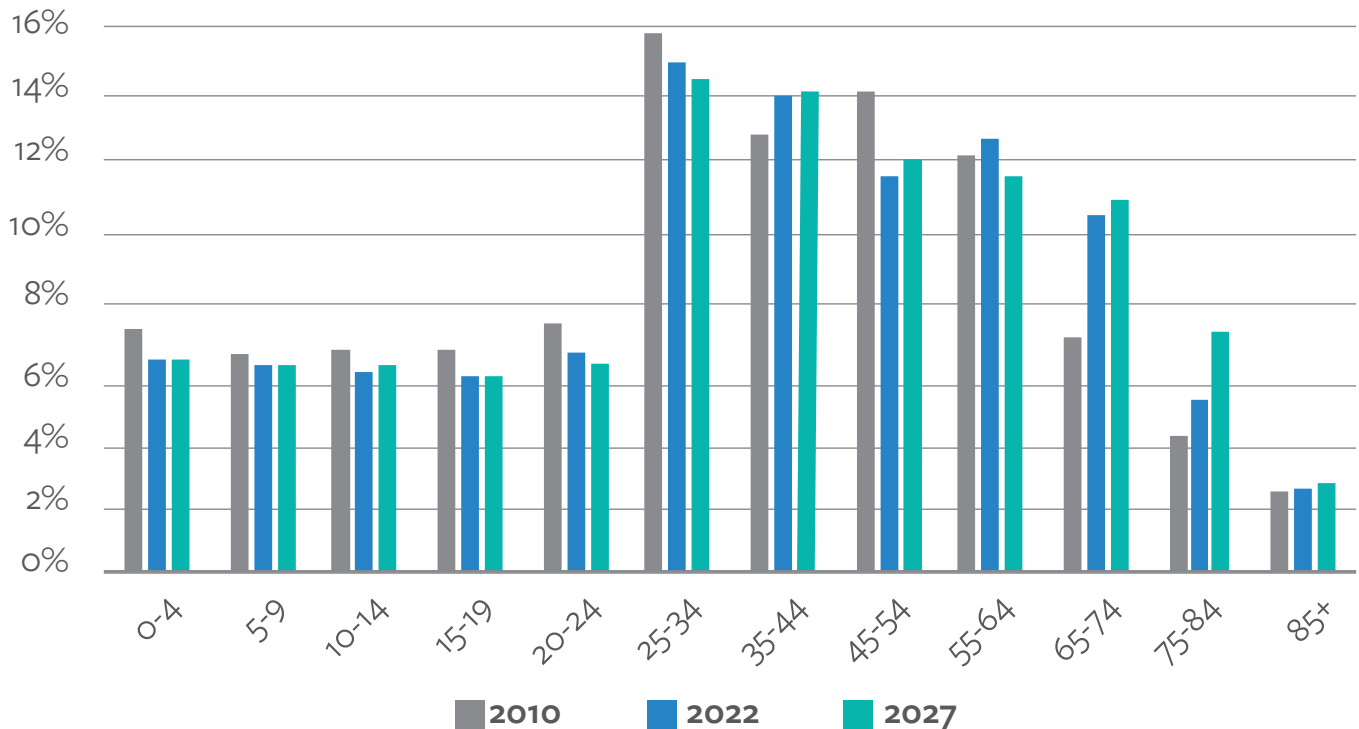


Figure 9: Age Distribution Trends 2010-2027  
Source: 2021 Esri Business Analyst

## Race and Diversity

The UGB population is becoming more diverse over time. While still mostly white (82.91%), the number of people of Latinx origin (irrespective of race) has increased from 11.32% in 2010 to 14.84% in 2021 and is projected to reach 16.95% by 2026. See Table 1.

Population Group	2010	2021	2026 Projection
White	86.55%	82.91%	81.04%
Hispanic	11.32%	14.84%	16.95%
Other Race	4.85%	6.36%	7.22%
Two or More Races	4.63%	5.78%	6.34%
American Indian/ Alaska Native	1.39%	1.65%	1.76%
Asian	1.26%	1.68%	1.87%
Black/African American	1.01%	1.29%	1.42%
Pacific Islander	0.31%	0.34%	0.35%

Table 1: Race and Ethnicity in the Springfield UGB  
Source: Esri Business Analyst, 2021

## People with Disabilities

According to the ACS, 19.1% of Springfield’s UGB population experienced living with some sort of hearing, vision, cognitive, ambulatory, self-care, and/ or independent living disability in 2021. This is higher than the state of Oregon at 14.3% and reaffirms the importance of inclusive programming and Americans with Disabilities Act (ADA) transition plans for parks and facilities. See Table 2 below for a breakout of disability by percentage in the Springfield UGB. The highest percentage of individuals with disabilities in Lane County are American Indian/Alaska Natives (21.6%), white (17.6%), two or more races (15.6%), and Latinx (11.1%).<sup>2</sup>

Ambulatory difficulty	9.1%
Cognitive difficulty	8.9%
Independent living difficulty	8.4%
Hearing difficulty	5.7%
Vision difficulty	3.4%
Self-care difficulty	3.3%

Table 2: Types of Disabilities in the City of Springfield UGB



<sup>2</sup> Lane County Health Equity Report, 2020.



## Health and Wellness

Understanding the status of a community’s health can help inform policies related to recreation and fitness. The Robert Wood Johnson Foundation’s County Health Rankings and Roadmaps provide annual insight on the general health of national, state, and county populations. Lane County, home to the city of Springfield, ranked in the higher-middle range of counties in Oregon (higher 50%–75%) in 2021. Figure 10 below provides additional information regarding the county’s health data as it may relate to parks, recreation, and community services (Robert Wood Johnson Foundation, 2021).



## Trends Analysis

### Introduction

This analysis details the recreational trends and interests that were identified in both regional and national research. The following sections summarize an overview of participation in recreational activities within Springfield’s UGB.

### Estimated Recreation Participation

This section showcases participation in fitness activities and outdoor recreation for adults 25 and older in the Springfield UGB compared to the state of Oregon. Activity participation and consumer behavior are based on a specific methodology and survey data to make up what Esri terms “Market Potential Index.” See Appendix 5 for additional trends data in the areas of:

- Outdoor Recreation
- Outdoor Fitness Trails
- Trails and Health
- Dog Parks
- Generational Changes
- Pickleball
- Disc Golf

Regarding fitness activities, walking for exercise was the most popular, with over 26.5% of Springfield adults participating. Swimming followed as the second most popular, with almost 18% of adults participating. Finally, weightlifting was another popular activity, with 12.3% participation. Participation trends are shown for fitness and outdoor recreation in *Figures 11 and 12*.

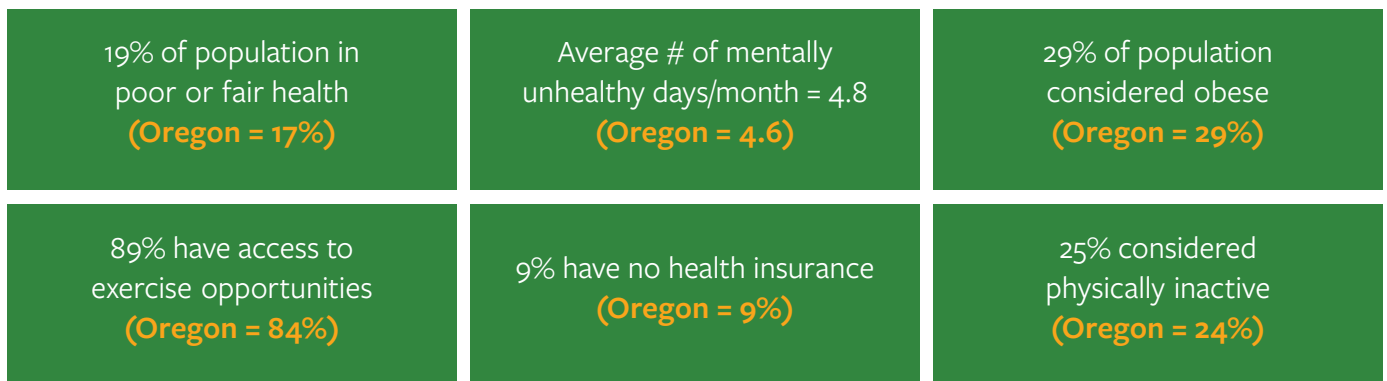


Figure 10: Lane County Health Rankings Overview  
Source: Robert Wood Johnson Foundation’s County Health Rankings and Roadmaps

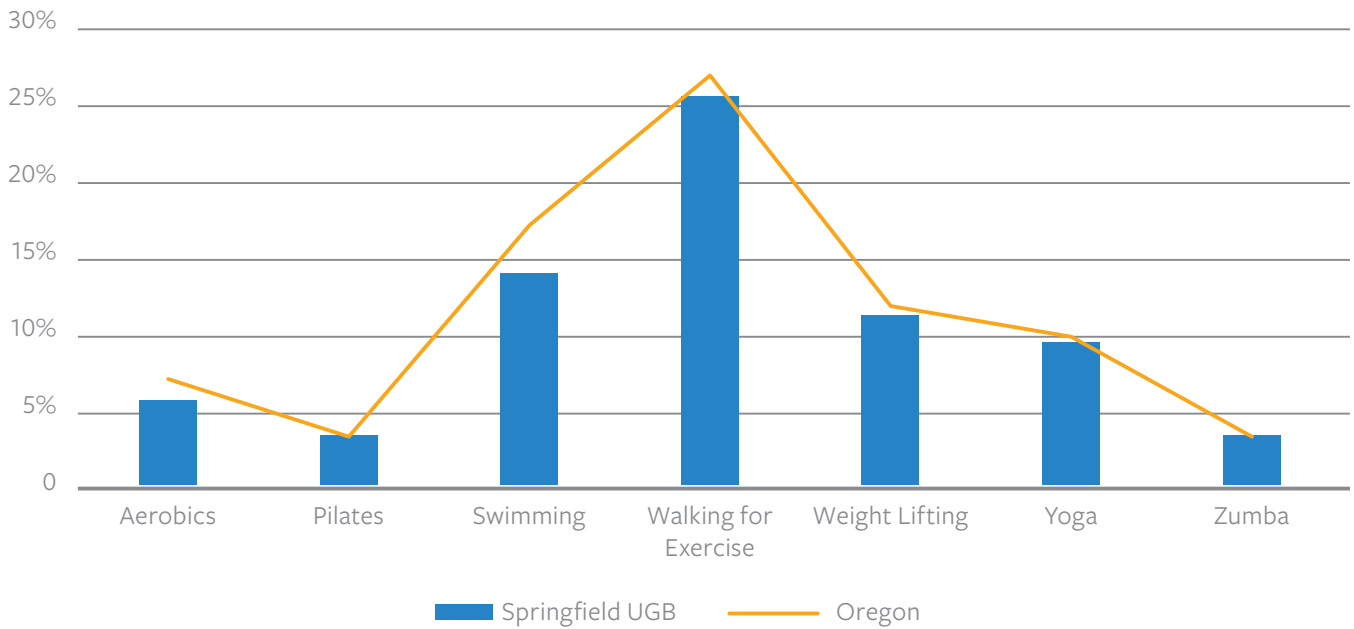


Figure 11: Adult Participation in Fitness Activities  
Source: Esri Business Analyst

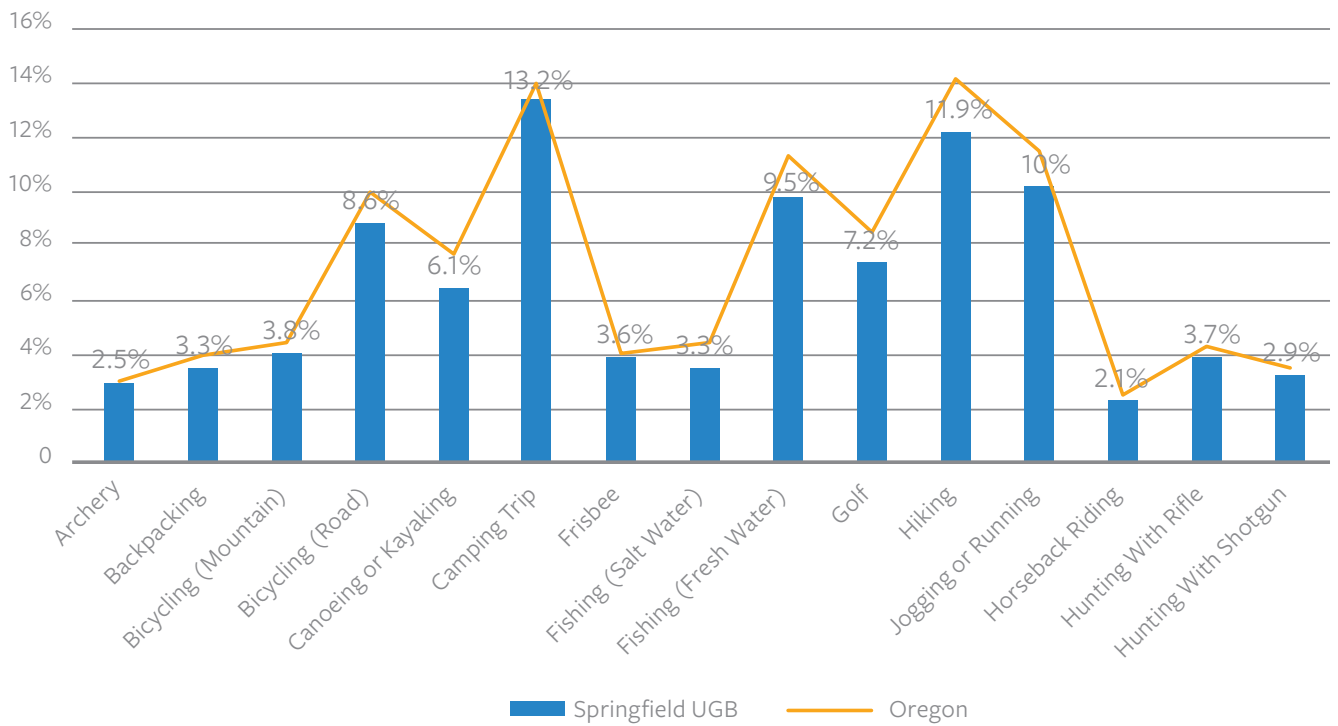


Figure 12: Adult Participation in Outdoor Recreation Activities  
Source: Esri Business Analyst

The most popular outdoor recreation activities in 2021 were overnight camping, hiking/jogging, and freshwater fishing. The Oregon SCORP (2019 – 2023) reflected similar participation trends, as noted in [Figure 13](#). Walking on

local streets, sidewalks, and trails was the top activity. Following this were sightseeing, relaxing, beach activities, day hiking, and outdoor concerts (see [Figure 13](#)).



Community Profile

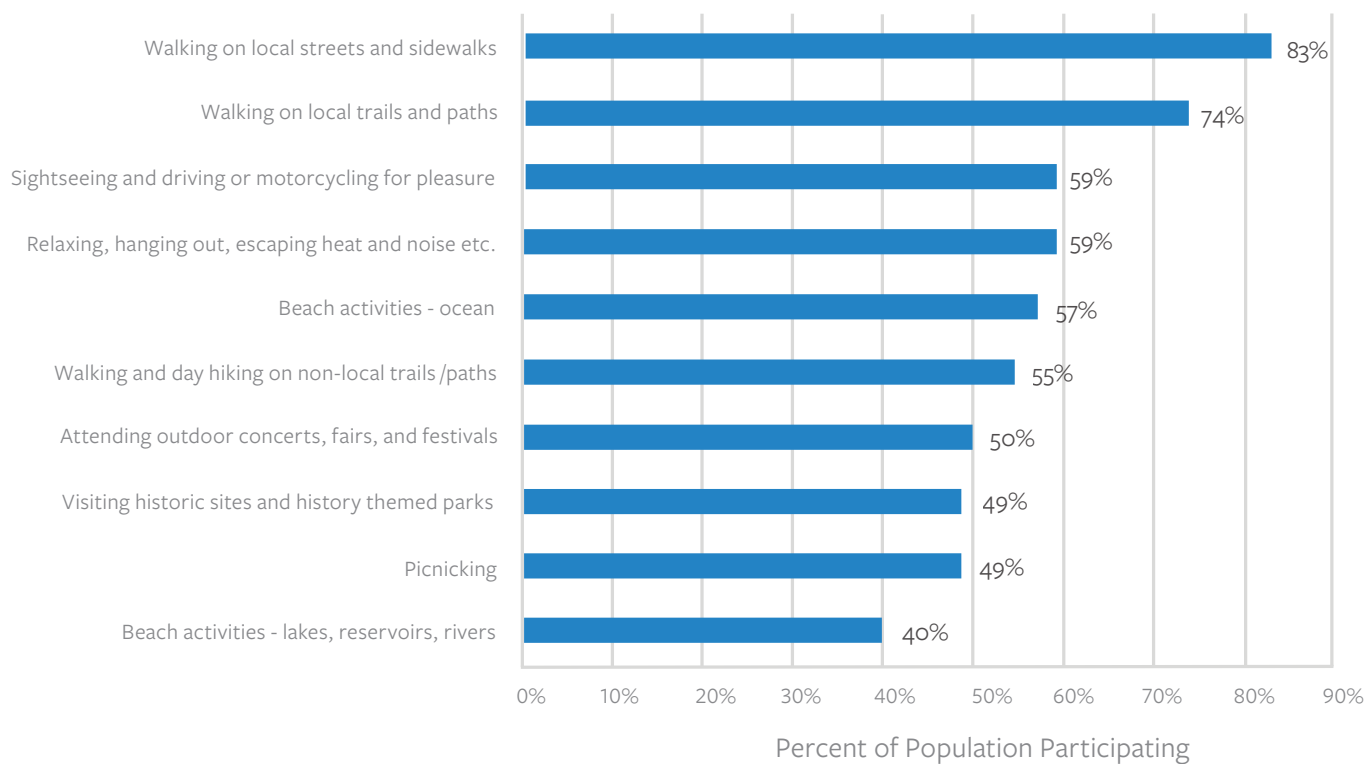


Figure 13: Top 10 Activities for Oregon Residents in 2017  
Source: Oregon SCORP





# 4



## Community Engagement

Over the course of the planning process, more than 3,800 community members provided input, with a majority of responses coming from the needs assessment survey and intercept events. Overall, 32,285 district residents either received targeted social media posts or email notifications (passive engagement) or provided some form of input (active engagement).

## Community Engagement

This section discusses the various public engagement strategies implemented during the planning process. As feedback was received, it was reviewed and confirmed through public town hall meetings, work sessions with the Willamalane Board of Directors, discussions with partners, Springfield Planning Commission, Springfield City Council, the Lane County Planning Commission, and the Lane County Board of Commissioners. See Appendix 1 for a summary of the community input received.

### Outreach Strategy—Identifying Needs and Desires

This park and recreation comprehensive plan was built upon a well-established practice of active engagement with district community members, stakeholders and both users and non-users of parks and trails, programs, and facilities. To help ensure compliance with Oregon’s statewide land use planning Goal 1 (Citizen Involvement), a formal Community Engagement Plan was presented to the Springfield Committee for Citizen Involvement near the outset of the project. This plan is provided in Appendix 6. The tasks and schedule presented in the engagement plan focused first on identifying needs and then on confirming those needs as priorities. A timeline is shown in Figure 15.

### Public Input into the Comprehensive Plan



Figure 14: Public Outreach for the Comprehensive Plan

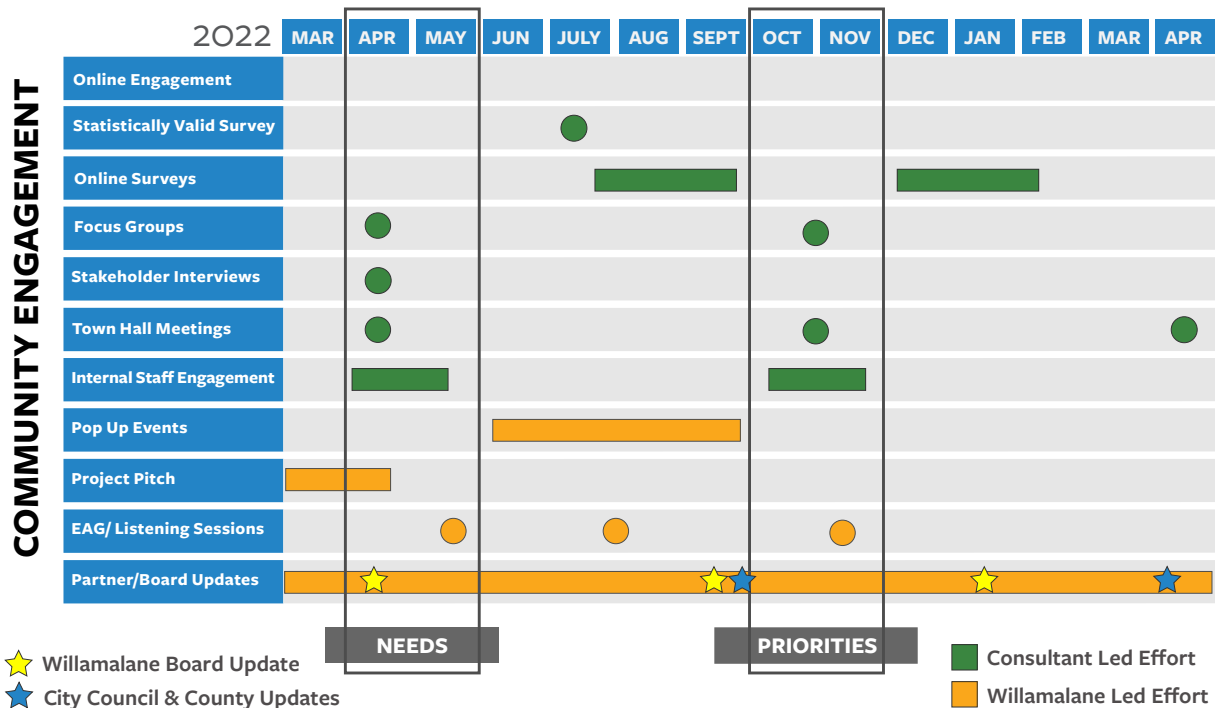


Figure 15: Community Engagement Schedule



An important goal was to complete a comprehensive assessment incorporating the opinions, needs, and desires of all district members in a transparent, credible, and inclusive way. Priorities were set to attract input from individuals and groups that may have been disproportionately less involved in past engagement opportunities. To meet this goal, the project team initiated a series of engagement opportunities along with both random invitation and open-link surveys.

The community engagement strategies selected for this plan support the following five goals in order to inform the overall comprehensive planning process:

### GOAL 1: Promote project awareness throughout the planning process

- Find opportunities to engage early with various groups in the community.
- Provide as many opportunities as possible for community members to engage.
- Follow up and promote additional involvement with those that engage.
- Build relationships with participants and provide information about programs, events, and services Willamalane offers.

### GOAL 2: Gain a deeper understanding of who Willamalane serves

- Who does Willamalane currently serve? Who is not being served?
- What are the demographics of users/non-users (age, race/ethnicity, families, renters/homeowners, gender, and socioeconomic status)?
- What demographic groups use Willamalane’s facilities the most/least?
- What programs, parks, trails, activities, and events are accessed the most/least?
- How does the community learn about programs, events and services offered by Willamalane?
- How satisfied is the community with Willamalane’s offerings?
- What are common hardships that make accessing park and recreation services challenging (physical/cognitive limitations, socioeconomic limitations, language barrier, schedule, feeling of safety or belonging, etc.)?



**GOAL 3: Learn about gaps, barriers, needs, and preferences within the park district**

- What does Willamalane do well? What can Willamalane do better?
- What improvements or changes would increase use of Willamalane parks, facilities, and programs?
- What new park opportunities should be considered?
- What new recreation opportunities should be considered?
- What is Springfield lacking?

**GOAL 4: Understand the community’s priorities for the future of park and recreation**

- What are the most desired park/facility improvements?
- What are the most desired recreational opportunities?
- What types of park and facility improvement projects would the community fund?

**GOAL 5: Gain support of final plan recommendations**

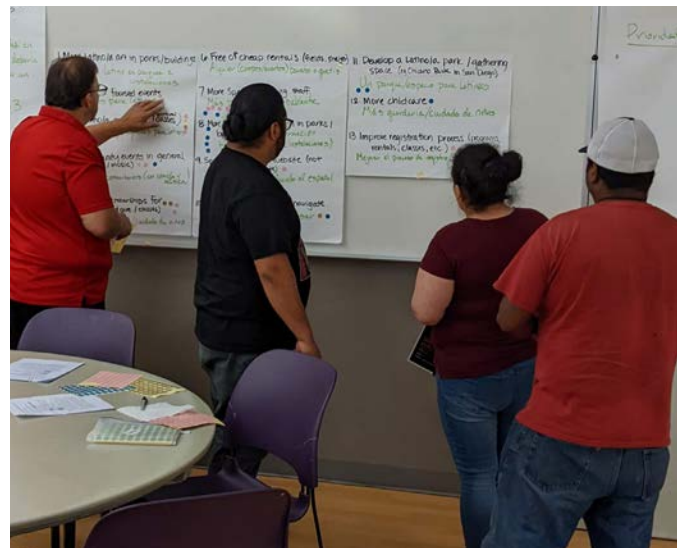
**Stakeholders and Focus Groups**

Many of the focus groups included typical users or non-users of Willamalane’s programs and parks, representing a variety of backgrounds and interests. These focus groups were held to gain a general perspective of district strengths and weaknesses and help inform creation of the survey tool. Other focus groups were held to help ensure participation was inclusive of groups that may not participate through typical engagement opportunities. These topic-specific focus groups were hosted for teens, the Latinx community, individuals with disabilities, natural areas advocates, trails advocates, and the American Indian/Alaska Native community.

These outreach efforts resulted in:

- Community stakeholders and focus group participants – **41 participants**
- Teen focus groups – **111 participants**
- American Indians/Alaska Natives – **22 participants**
- Inclusion and individuals with disabilities advocates (in English and Spanish)– **21 participants**
- Latinx specific focus group – **22 participants**
- Natural areas specific focus group – **12 participants**
- Trails – **6 participants**

The opinions of older adults were collected at engagement events, tabling, and through the survey.





## A Summary of Input Received During General Stakeholder and Focus Group Interviews and Meetings

An abundance of district strengths were identified by the stakeholders who participated in these efforts. Among many key comments, the district’s structure as a special district, its sustainable funding streams, and partnerships and support from the community were repeatedly mentioned by participants. Stakeholders also highlighted the relationship and significant support the district receives from Springfield Public Schools. The iPASS program that provides access to district and regional recreation opportunities was identified as an important district strength.

According to participants, areas of potential improvement include a need for more varied class and activity times, additional restrooms in parks, parking at the Adult Activity Center and additional aquatic programs and events. Relatedly, a barrier to participation included the district’s lack of outreach to community members who may not be currently using parks and facilities. During the meetings, the following additional amenities and programs were identified as priorities:

**Park components** – outdoor basketball courts, pump tracks, splash pads, dog stations, family friendly restrooms, pickleball, and more.

**Recreation classes and activities** - pickleball classes, activities specific for adults ages 21-50, additional swimming lessons and environmental education/outdoor programs.

**Additional special events in parks** – movies, concerts and cultural festivals were also highlighted.



Many additional community priorities were identified and are shown in Appendix 1. A few key focus areas for the district are listed below.

### FOCUS AREAS

- Increase footprint to help ensure accommodation of development and growth.
- Continue to grow the district and offer great programs and facilities to youth while providing health awareness to increase inclusivity.
- Continue to grow partnerships with Springfield Public Schools.
- Focus on safety measures.
- Continue to be a fiscally responsible organization.
- Remain engaged with the public and underserved populations.
- Help ensure that DEI is addressed at all levels.

## A Summary of Input Received During Topic-Specific Focus Groups

These important focus groups brought stakeholders into the process that may not have participated otherwise. These discussions are only one way these groups were engaged with during the planning process. During the meetings, participants expressed desire for additional amenities and programs such as:

Teens	Trails
Latinx	Accessibility and Inclusion
Natural Areas	American Indian/ Alaska Native (AI/AN)

Table 3: Topic Specific Focus Groups



### Teen-Focused Discussion

During the comprehensive plan update scoping and planning process, the project’s advisory committee identified teens as a user group they felt may not be reached through typical forms of public engagement like surveys and focus groups.

#### PROCESS

A total of 111 students in four classes (two middle school and two high school classes) volunteered to participate in this effort. Students in each class were given a presentation and then asked a series of questions for discussion in large or small groups facilitated by Willamalane staff. The session closed with a paper survey.

#### KEY THEMES

A few of the key themes emerging from the feedback are presented here:

- Teens are generally familiar with Willamalane and satisfied with their experiences at district parks and programs.

- Students are most familiar with bigger, destination-type recreation facilities in addition to the parks closest to their neighborhoods.
- Students are busy, and many teens who play sports are reaching more competitive levels. Parks and recreation provide an opportunity to engage in physical activity in a less competitive, more social environment that is not always available through school.
- Students rely on social media as a primary way of receiving information. Another communication method they recommended using to promote teen centered opportunities is school announcements (especially at the start of the year).

The students (111) completed a needs assessment and satisfaction survey, and their responses to some of the key questions are presented in Appendix 1. A few examples are included in Table 4.

Most Used Parks, Trails, and Facilities by Teens	Most Popular Teen Participatory Activities	Teen Desires for Additional Activities
<ul style="list-style-type: none"> <li>● Splash at Lively Park (wave pool)</li> <li>● Bob Keefer Center for Sports and Recreation</li> <li>● Dorris Ranch</li> <li>● Thurston Hills Natural Area</li> </ul>	<ul style="list-style-type: none"> <li>● Hiking</li> <li>● Swimming</li> <li>● Weightlifting</li> <li>● Video games</li> </ul>	<ul style="list-style-type: none"> <li>● Roller skating in its own facility</li> <li>● Movie nights</li> <li>● PE games (Badminton, Spikeball™, corn hole, etc.)</li> </ul>

Table 4: Teen Written Survey Most Repeated Responses

## Latinx Community Discussion

### PROCESS

Willamalane worked with local partners to host an event to help inform needs, desires, and priorities of Latinx community members. The event included a brief presentation about Willamalane’s mission and values, what Willamalane provides in the community, and some background on how the feedback will be used. Willamalane also introduced its DEI Strategic Action Plan and DEI supervisor as a future point of contact for collaboration and questions.

Approximately 22 attendees were divided into three discussion groups. Each small group had a translator available. See Appendix 1 for the full summary of the process and findings.

### KEY THEMES

Four priorities were identified that speak to the most desired improvements Willamalane could make to better serve the Latinx community, the full list is shown in Appendix 1:

- Hiring more bilingual staff
- Providing more stipends/scholarships for programs
- Providing more Latinx focused programming
- Providing more bilingual information in parks and buildings

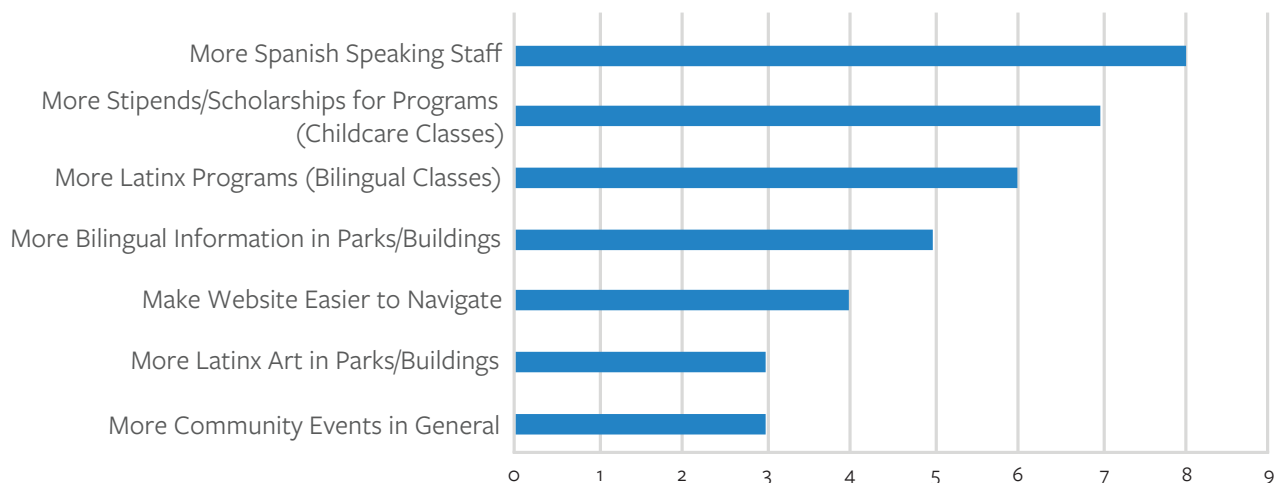


Figure 16: Latinx Service Priorities



### Natural Area Specific Focus Group

**PROCESS**

Including input specific to natural areas was important for the comprehensive plan update because at the time of the 2012 update, Willamalane only managed 186 acres of natural area and employed no dedicated natural resource staff. Ten years later, Willamalane manages nearly 1,000 acres of natural area and has two full-time staff dedicated to planning and managing these areas. Participants in this conversation included representatives from 13 different agencies that have experience working with the district in various ways and/or doing similar work in the region.

**KEY THEMES**

Table 5 is a synthesized list of key topics and themes identified during the natural areas focus group meeting. See Appendix 1 for a full summary of process and findings.

### Trails Specific Focus Group

**PROCESS**

Walking for pleasure and exercise and hiking on both paths and trails were top priorities identified during the initial engagement process and the needs assessment

survey. As a result, a trails-specific focus group was facilitated to best understand trail needs both in the district and in the region. Individuals attending had backgrounds and represented:

- Back Country Horsemen of Oregon equestrians
- Local hiking and climbing club
- The City of Springfield’s Bicycle and Pedestrian Advisory Committee
- Rivers to Ridges Partnership
- City of Springfield transportation planners
- Lane County senior transportation planner

**KEY THEMES**

Key issues identified during the focus group meeting are included in Appendix 1. Overall themes of feedback related to:

- A need for additional trails and trailheads
- Physical gaps in the existing trails network/regions in Springfield are underserved by the trail network
- Desired user experiences and amenities

**NATURAL AREAS FOCUS GROUP INPUT**

EDUCATIONAL OPPORTUNITIES	PRIORITY PROJECTS	ACQUISITION OPPORTUNITIES
<ul style="list-style-type: none"> <li>» Nature hikes and tours</li> <li>» Interpretive panels</li> <li>» Increase public awareness of efforts</li> <li>» Local flora/fauna, sensitive areas, and cultural aspects of natural resource work</li> </ul>	<ul style="list-style-type: none"> <li>» Focuses: urban stormwater, riparian and floodplain areas, urban forest, oak habitat</li> <li>» More viewpoints</li> <li>» Locations: Island Park Slough, Cedar Creek, Maple Slough</li> </ul>	<ul style="list-style-type: none"> <li>» Regional partner-owned land</li> <li>» Land to promote trail/habitat connectivity (especially along rivers)</li> <li>» McKenzie River access</li> </ul>
PARTNERSHIPS	MANAGEMENT STRATEGIES	APPROACH
<ul style="list-style-type: none"> <li>» Maintain and continually expand partnerships</li> <li>» Expand for: fuel reduction work, land acquisition, and floodplain restoration</li> </ul>	<ul style="list-style-type: none"> <li>» Cross-train staff</li> <li>» Implement prescribed burns</li> <li>» Be systematic and proactive</li> <li>» Prioritize heavy impact areas</li> </ul>	<ul style="list-style-type: none"> <li>» Increase staff and capacity</li> <li>» Incorporate social justice</li> <li>» Acquire strategically/be proactive</li> <li>» Hire grant writer</li> </ul>

Table 5: Natural Areas Focus Group Input



## Accessibility and Inclusion Specific Focus Group

### PROCESS

Given the high percentage of individuals with disabilities in the Springfield UGB, a targeted focus group was held to add perspectives offered by individuals or advocates for individuals with disabilities. A separate Spanish speaking group was facilitated in partnership with the Families Connected/Familias en Conexión program at The Arc Lane County. This program provides support to English and Spanish speaking families who are raising a child with a disability.

### KEY THEMES

- Continue to provide accommodations to youth with disabilities through both specialized and integrated recreation programs and classes.
- Work with community partners (i.e., The ARC of Lane County, City of Eugene) to provide and promote additional indoor options for youth, especially during winter months.
- Continue to address mobility needs, including those individuals who are visually challenged.
- Continue to offer scholarships and other means to help ensure an equitable fee structure for individuals with disabilities and their families.

- Inclusion services (program participation) should be free for both participants and support workers.
- Continue to improve accessibility in parks, specifically playgrounds, and consider adding fencing and accessible restrooms.
- Provide interpretive signage on trails or at trailheads and online to reflect the anticipated trail experience (easy, intermediate, difficult), to indicate conditions (such as rough terrain or steep slopes) and identify potential barriers.
- Consider the addition of hex boards in playgrounds with communication tools.

See Appendix 1 for a full summary.

### American Indian/Alaska Native (AI/AN)

Given the history of forced removal of the Kalapuya Indigenous peoples from the area, and the influence Willamalane and the City of Springfield have on local and regional land management, Willamalane and the City jointly hosted a dialogue to better understand residents' needs and values and to gain awareness of the priorities of self-identified American Indian/Alaska Native residents living within Springfield and the surrounding areas.



## Community Engagement

### PROCESS

Willamalane and the City of Springfield collaborated with an Indigenous planning consultant to host a public dialogue for AI/AN residents to share feedback and perspectives around agency awareness, values, and priorities. The planning consultant applied elder teachings while co-facilitating the session with indigenous community representatives.

The event included 22 AI/AN participants, affiliated with 13 tribal nations. The full summary of the dialogue and all findings are included in Appendix 1.

### KEY THEMES

Some of the main themes from this conversation are presented below.

- A dire need for community space or a community center
- Intergenerational programming - it is important to include all generations (babies to elders) in programming for this community
- Accurate representation – raise awareness regarding accurate Kalapuya history and for current Indigenous people
- Protection and planting of native plant species
- Continued relationships between agencies and the community – town hall meetings, discussion forums, regular community meetings

- Communication/outreach specifically for Native programming
- Priority for Native language and signage in the public realm
- Access – to space, water/rivers, harvesting of traditional plants, affordable services, leadership roles
- Representation through AI/AN liaison role employed by agencies to engage with Native communities

## Needs Assessment Community Survey Summary

The needs assessment survey was conducted to both understand the needs, desires, and gaps in district recreation and parks delivery and to confirm findings from stakeholder and focus group meetings. Willamalane’s promotion of the survey included attending 22 community events. A total of 262 invitation survey responses were received, which suggests statistical validity with a 6% margin of error. While the goal was to achieve a 5% margin of error, the high number of open-link surveys received and the similarity between the invitations and open-link response suggests results that are accountable and accurate. See the full needs assessment survey summary report in Appendix 4.

The high number of open-link responses – 1,336 – allowed the data to be analyzed in a variety of ways. Over 600 comments were received. A summarized list is presented in Appendix 4.

## METHODOLOGY

### Statistically Valid Survey (Invitation Survey)

Paper surveys were mailed to a systematic random sample of addresses in Willamalane Park and Recreation District with the option to complete through online protected website (one response per household).

### Open Link Survey

Later, the online survey was made available for all Willamalane Park and Recreation District stakeholders, including non-district residents (e.g., commuters or residents of nearby communities).



**1,598**  
TOTAL SURVEYS

**4,502** Surveys Mailed

**4,406** Surveys Delivered

**262** Invitation Surveys Completed

**1,336** Open Link Surveys Completed  
(+/- 6% Margin of Error)

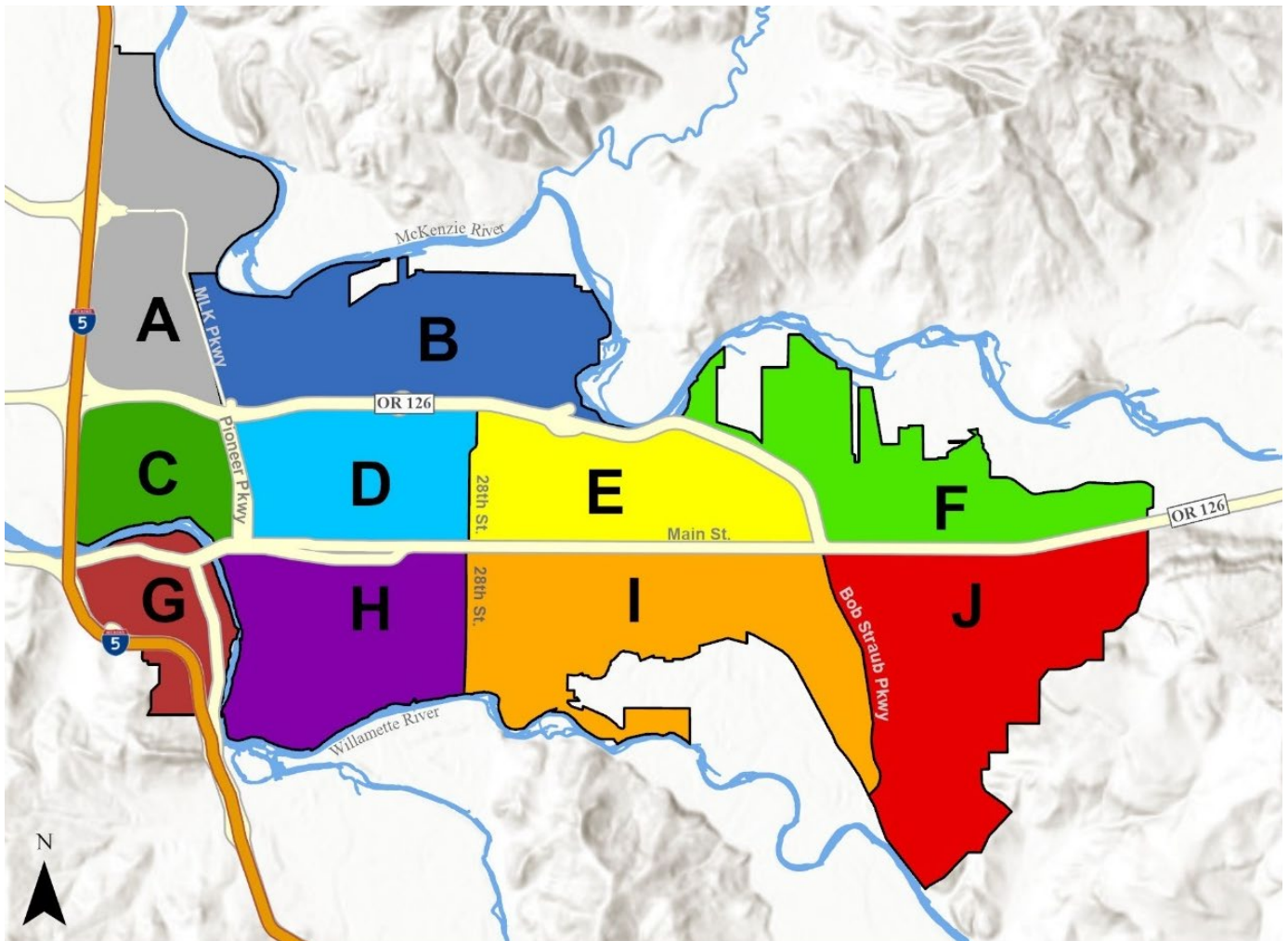


Figure 17: Study Areas Identified in the Needs Assessment Survey

Results of the survey are referenced throughout the plan. The data was weighted to help ensure adequate representation of the community.

The survey focused on usage of parks and recreation programs, satisfaction, priorities, communication, needs and desires, and was forward-looking—exploring future facilities, amenities, and programmatic opportunities for improvement. The survey also provided opportunities to cross-tabulate results by many demographic categories including by geographic area, per the map in Figure 17.

### Key Findings from the Survey

Figure 18, provides a quick overview of digital outreach statistics for the survey.

Other findings from the survey are shown in Tables 6, 7, and 8 below, and were integrated into the development of recommendations and actions for the comprehensive plan. Importance of facilities and services, importance of program needs, and overall priorities are presented here and in Appendix 4.



## Key Findings

Two samples were collected in the survey effort, the statistically valid invite sample and the open-link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through each survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the open-link survey are similar to the invite, a positive finding that it indicates a more general consensus across the two samples.

Respondents show higher levels of familiarity with the parks, recreation facilities, and services provided by Willamalane. The average rating for the invite sample was 3.6 out of 5 with 5 being “very familiar” and an average of 4 out of 5 for the open-link. Trails/paths maintained by Willamalane, natural areas/open spaces and parks and playgrounds are the most frequently used amenities by respondents in both samples.

Improving awareness of Willamalane’s facilities and services, especially in areas A and F, would increase usage, particularly among Latinx households with disabilities.

Overall, respondents generally feel very welcome in Willamalane parks and facilities. The average was 4.3 for the invite sample and 4.4 for the open link on a scale of 1 to 5, with 5 being “very welcome.”

The top priority for amenities and facilities was identified to be park safety and maintenance. Top priorities for the trail system includes soft-surface hiking trails and scenic settings, connectivity between existing trails and accessible walking trails.

Natural areas/open spaces, community centers and basketball courts needs are meeting the needs of the community well. Needs for restrooms in parks, pickleball courts, and outdoor fitness stations in parks are not being met.

Approximately 89% of invite respondents have children between the ages of 12 and 17 at home. Among those

with 12 to 17 year old children at home, 96% responded saying more trails and bike paths are needed.

Among invite respondents, 69% prefer direct mail for communication and 64% prefer e-mail communication. Currently, 63% of respondents received communication through direct mail. Communication effectiveness related to parks, recreation facilities, and services is rated to be at least 3 out of 5 by 74% of invite respondents.

About 69% of the invite respondents responded they will probably or definitely support a bond referendum for specific projects. In total for both samples, over half of respondents support fees for new development of parks and recreation facilities, while 45% of invite respondents do not support increased property taxes.

Other findings from the survey are shown in Tables 6, 7, and 8 below, and were integrated into the development of recommendations and actions for the comprehensive plan. Importance of facilities and services, importance of program needs, and overall priorities are presented here and in Appendix 4.

Top 10 Most Important Facilities and Services to Springfield Households	
Facility/Service	Percent Rating 4 or 5
Park safety and maintenance	90%
Natural areas/open space	87%
Trails in parks and/or trail systems	85%
Restrooms in parks	84%
Indoor swimming pool	58%
Off-leash areas in parks for dogs	55%
Community centers	42%
Outdoor fitness stations in parks	34%
Pickleball courts	26%
Basketball courts	26%

Table 6: Most Important Facilities and Services to Springfield Households



Most Important Future Priorities to Springfield Households	
Most important future priorities	Percent ranking 1st, 2nd, or 3rd most important
Trails and bike paths	35%
Outdoor swimming pool	25%
Park safety and maintenance	22%
Better maintenance of existing parks and facilities	18%
Outdoor splash pad for water play	16%
Additional restrooms in parks	16%
Additional dog parks/facilities	14%
Open-air covered multi-use space	14%
Community farmers market	13%

Table 7: Most Important Future Program Needs to Springfield Households

Most Important Future Program Needs to Springfield Households	
Program and Service	Percent Rating 4 or 5
Community farmers market	64%
Inclusive programs for individuals with disabilities	64%
Enrichment classes and activities	63%
More community special events	60%
Programs for adults 18-50	60%
Food access programs (meals on wheels, etc.)	57%
Programs for adults 50+	52%
Additional youth sports opportunities	52%

Table 8: Most Important Future Priorities to Springfield Households

## Pop-Up Intercept Events

Willamalane created staffed pop-up event tables and attended 22 community events over the summer. Staff invited event attendees to play a voting game where each community member received five tokens and placed them in their choice of nine voting boxes (categories listed below). The voting game helped people understand the types of projects Willamalane is considering and collected feedback from various demographics about the community’s broad priorities for park, facility, and recreation improvements. Participants were also encouraged to take the public survey available online. See a summary of pop-up intercept events in Appendix 7.

Willamalane attended a broad range of events in effort to attract as diverse of an audience as possible. Events included focuses on families, children, older adults, Latinx heritage, Asian American/Pacific Islander heritage, and the LGBTQIA+ community.



## Community Engagement

In total, 1,766 people cast their votes at these events. The vote breakdown is on the right:

Those who voted for “Other” shared their ideas with a staff member who recorded them. Some ideas that were shared multiple times included:

- Dog parks
- Indoor or shaded playgrounds
- Disc golf courses
- Additional summer camp opportunities
- Splash pads
- Video game programs
- Therapeutic saltwater pool

Outdoor Pool and/or Water Play	27.5%
Expand Trail System	13.9%
Improve Existing Playgrounds	13%
Childcare Opportunities	11.3%
Field/Court Options in Parks	7.5%
Outdoor Recreation Equipment Rentals	7.3%
Fitness Classes	7.1%
Recreation Classes	7%
Other	5%

Table 9a: Priorities from Intercept Engagement Events

## Digital Outreach

Digital outreach efforts lasted the entirety of the engagement process and included communication to community members through the [Willamalane.org/future](http://Willamalane.org/future) website, email blasts and use of social media. For a summary of the digital outreach effort, see Appendix 7.

## Internal Staff Engagement

To best understand issues pertinent to the comprehensive plan, district leadership and staff were interviewed as part of a “Strengths, Weaknesses, Opportunities, and Threats” (SWOT) analysis. Results were used to craft questions for the needs assessment survey and gain a greater perspective on key issues affecting the district.

Staff involvement at each of the events was as follows:

- Staff SWOT – 141
- Aquatics staff focus group – 38
- Operations and maintenance staff focus group – 25



Figure 18: Digital Outreach Statistics

## Aquatics Staff Input

Thirty-eight aquatics staff, (full- and part-time) met in October 2022. A full summary of the input received is presented in Appendix 1. Staff identified higher wages, the need for additional staff, the need for lifeguard recruitment and retention efforts, and more consistent operation hours as priorities for improvement.

## Operations and Maintenance Staff Input

Twenty-five staff members were asked a series of questions in November 2022 and results were used to inform the maintenance assessment. Some of the top priorities include:

- » Increase staff to support growing system, especially in natural resources.
- » Acquire more space (storage, shop, office, parking). Current Park Services facility is beyond capacity.

### Operations and Maintenance Staff Input

- » Address challenges associated with increase in unhoused community members, vandalism, and management of restrooms.
- » Be proactive in management vs reactive.
- » Consider needs for increased staffing and associated maintenance costs with growth in district assets.
- » Dedicate funding for large-cost maintenance needs (e.g. playground replacement).

- » Prioritize low maintenance designs.
- » Upgrade equipment to work efficiently.
- » Include parks staff in design and planning efforts.

### District Staff and Leadership SWOT Analysis

The analysis identified strengths, weaknesses, threats, and opportunities through both a written survey form and in-person interviews. The results are reflected below.

### District Staff SWOT Analysis

<p><b>MOST REPORTED STRENGTHS</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Amenities and facilities</li> <li><input type="checkbox"/> Resiliency (adaptability to change)</li> <li><input type="checkbox"/> Staff communication</li> <li><input type="checkbox"/> Parks</li> <li><input type="checkbox"/> Staff retention rate</li> <li><input type="checkbox"/> Seasonal community events</li> <li><input type="checkbox"/> Workplace culture</li> <li><input type="checkbox"/> Commitment to DEI</li> <li><input type="checkbox"/> Funding base (property tax provided to district)</li> <li><input type="checkbox"/> Community support</li> <li><input type="checkbox"/> Dedicated and competent staff</li> <li><input type="checkbox"/> Teamwork</li> <li><input type="checkbox"/> Attentive leadership</li> </ul>	<p><b>MOST REPORTED WEAKNESSES</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Programs (ages: 20–50)</li> <li><input type="checkbox"/> Staff salaries</li> <li><input type="checkbox"/> Vehicle replacement program</li> <li><input type="checkbox"/> Staying within mission</li> <li><input type="checkbox"/> Adding amenities without maintenance budget</li> <li><input type="checkbox"/> Reactive maintenance (be more strategic)</li> <li><input type="checkbox"/> Corrective action (patrons)</li> <li><input type="checkbox"/> Fee structure (increasing of fees)</li> <li><input type="checkbox"/> Visual appearance of parks</li> <li><input type="checkbox"/> ADA updates to facilities and parks</li> <li><input type="checkbox"/> Not enough staff for the workload</li> <li><input type="checkbox"/> Insufficient programming space</li> <li><input type="checkbox"/> Internal communication</li> </ul>
<p><b>MOST REPORTED OPPORTUNITIES</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Partnerships/sponsorships</li> <li><input type="checkbox"/> Grow volunteer programming</li> <li><input type="checkbox"/> Utilization of “Friends of” groups</li> <li><input type="checkbox"/> Expand river access</li> <li><input type="checkbox"/> Prioritizing underserved populations</li> <li><input type="checkbox"/> Hiring a procurement manager</li> <li><input type="checkbox"/> Employee engagement</li> <li><input type="checkbox"/> Outdoor tennis/pickleball courts</li> <li><input type="checkbox"/> Expand disc golf</li> <li><input type="checkbox"/> Park projects that increase capacity</li> <li><input type="checkbox"/> Partnerships and cultural opportunities</li> <li><input type="checkbox"/> A new community center and indoor aquatic facility</li> </ul>	<p><b>MOST REPORTED THREATS</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Lack of frontline staff</li> <li><input type="checkbox"/> Mid-management working outside of scope</li> <li><input type="checkbox"/> Lack of police response (safety and security)</li> <li><input type="checkbox"/> Need pay study to assist with recruitment</li> <li><input type="checkbox"/> Maintaining assets with growth</li> <li><input type="checkbox"/> Eugene fees being less than Willamalane’s</li> <li><input type="checkbox"/> Inaccurate media</li> <li><input type="checkbox"/> School district (need for updated MOU)</li> <li><input type="checkbox"/> Climate change</li> <li><input type="checkbox"/> Funding (not sustainable)</li> <li><input type="checkbox"/> Retaining employees</li> <li><input type="checkbox"/> COVID-19 pandemic</li> </ul>



# 5



## Park System Standards and Guidelines

Park system standards, as defined in an inventory created to evaluate the district’s resources, are integral to ensuring positive end-user experiences for the community. This inventory and standards system helps by informing what kinds of amenities and resources are needed to provide all residents with equitable access to a high quality park system.



## Parks and Facilities Inventory and Assessment

### Inventory – What Do We Have?

In April 2022, a mobile audit tool, GRASP® (Geo-Referenced Amenities Standards Process), explained in Appendix 8 was applied to each park and facility to count and score the function and quality of:

- **Components (or improvements)** – things you go to a park to use, such as playgrounds, tennis courts, and picnic shelters
- **Comfort and Convenience Modifiers (or amenities)** – things that enhance comfort and convenience, such as shade, drinking fountains, and restrooms

A quality value (between 0–3) was assigned to each park site, component, and modifier, allowing the comparison of sites and analysis of the overall level of service (LOS) provided by the Willamalane park system. Photos depict various examples and conditions from those visits. See Figure 19.

### Parks Assessment Overview

Team members created a scorecard and GIS Inventory Map for each park as shown in Appendix 8. Also in Appendix 8, find additional discussion on GRASP® and the scores for each park. The scorecard shows a variety of important information. See Figure 20 for a map page sample.

Each map shows the park boundary as a green polygon and component locations as a green diamond. The Inventory Atlas is provided as a supplemental document to the comprehensive plan and includes all parks and facilities (See Appendix 8).



Figure 19: Photos Taken During Inventory Site Visits

### Quartz Park



- ◆ Components
- Locations
- ~ WPRD Multi-Use Path
- ~ Non-WPRD Multi-Use Path
- ⊕ Indoor Facilities
- ⊕ WPRD District Boundary
- ~ WPRD Foot Path
- ~ On-Street Popular Bike Route



Figure 20: Example Quartz Park Map Page from the Inventory Atlas



## Parks Summary Table

Table 9b includes an alphabetical listing of all parks and shows the total number of identified components and the park acreage. See Appendix 8 for a more detailed parks matrix.

Classification	Park/Location	Total Components	GIS Acres	
Community Park	Island Park	12	16.0	
	Lively (Jack B.) Park	11	31.2	
	Willamalane Park	18	17.2	
Sports Park	Bob Artz Memorial Park	6	11.3	
	Guy Lee Park	6	13.6	
	Les Schwab Sports Park*	11	19.1	
Neighborhood Park	Arrow Park	6	5.8	
	Bluebelle Park	4	2.9	
	Douglas Gardens Park	6	5.6	
	Fort (William S.) Memorial Park	7	5.2	
	Gamebird Park	5	2.9	
	James Park	3	3.0	
	Jasper Meadows Park	5	5.9	
	Jesse Maine Memorial Park	4	2.3	
	Meadow Park	16	7.6	
	Menlo Park	3	1.4	
	Pacific Park	3	4.6	
	Page Park	3	4.2	
	Pride Park	3	2.3	
	Quartz Park	4	2.7	
	Rob Adams Park	5	32.0	
	Royal Delle Park	4	2.6	
	Thurston Park	5	5.6	
	Neighborhood Park	Tyson Park	5	4.0
		Volunteer Park	4	4.5
Willamette Heights Park		4	4.2	
Pocket Park	Marylhurst Park	2	0.3	
	Robin Park	4	0.8	
Special-Use Park	Clearwater Park	7	70.7	
	Dorris Ranch	9	299.0	
	Kelly Butte Overlook	2	5.8	
	Ruff (Wallace M. Jr.) Memorial Park	6	16.8	
	Mill Race Park	6	0.5	
Natural Area Park	Eastgate Woodlands of the Whilamut Natural Area	8	40.8	
	Georgia Pacific Natural Area	7	119.7	
	Harvest Landing	2	22.7	
	Moe Mountain Natural Area	1	11.0	
	Thurston Hills Natural Area	4	666.4	
	Weyerhaeuser McKenzie Natural Area	4	59.2	
Linear Park	By-Gully Path	3	2.88	
	EWEB Path	-	6.37	
	Middle Fork Path	-	3.47	
	Mill Race Path	-	4.94	
	West D St. Greenway	6	23.58	
	Weyerhaeuser Haul Road	4	42.98	

Table 9b: Summary of Components and GIS Acres for Each Park

\*Does not include indoor components. See indoor facility summary for indoor components total.

## Park Classifications and Park Standards

Since the 2012 Comprehensive Plan was adopted, many important elements of the park system have changed. Some changes have been dramatic, such as the addition of the Thurston Hills Natural Area and several multi-use pathways, which greatly impact the level of service

in terms of the acres of open space Willamalane provides. Through review of park classifications and options for meeting future demand for parks, the district also identified a need for a smaller pocket park classification to address unmet needs within neighborhoods going forward.

### Pocket Parks

Pocket parks are very small, have limited components and amenities, and are located in neighborhoods. They typically exist in more densely developed areas of town, do not have restrooms or parking and are generally located on very compact sites.

Service Area Radius	Current Range	Proposed average size for new parks
¼-½ mile	0.3-0.8 acres	Less than 1 acre

#### EXAMPLES OF COMPONENTS AND COMFORT AMENITIES:

- Small playground
- Water fountain
- Plantings
- Monuments or art installations
- Sport court
- Limited seating

### Neighborhood Parks

Neighborhood parks are located within biking and walking distance of residential areas, and are generally designed for informal activities. Neighborhood parks provides access to basic recreation opportunities for nearby residents of all ages.

Service Area Radius	Current Range	Proposed average size for new parks
¼-½ mile	1-32 acres	Min. 3 acres-20 acres

#### EXAMPLES OF COMPONENTS AND COMFORT AMENITIES:

- Children's play areas
- Court sports facilities
- Picnic tables and benches
- Neighborhood gardens
- Lighting
- Drinking fountains
- Informal play areas
- Paths
- Portable restrooms, when needed
- Natural areas



### Community Parks

Community parks are larger parks that provide active and passive recreation opportunities for all district residents and accommodate large group activities. These parks provide a variety of accessible recreation opportunities for all age groups and provide environmental education opportunities.

Service Area Radius	Current Range	Proposed average size for new parks
2 miles	16–31 acres	15–30 acres

#### EXAMPLES OF COMPONENTS AND COMFORT AMENITIES:

- Children’s play areas
- Competitive sports fields
- Community recreation facilities
- Soft-surface or loop pathways
- Court sports facilities
- Skateboarding facilities
- Off-street parking
- Restrooms
- Public art/fountains
- Single and group picnic areas
- Paths
- Lighting
- Natural areas
- Interpretive facilities
- Water access
- Amphitheaters
- Festival space
- Community gardens
- Unprogrammed open space



### Natural Area Parks

These parks are managed for both recreational use and natural values. They provide opportunities for nature-based recreation, such as wildlife viewing, hiking, jogging, bicycling, and nature photography. These parks provide opportunities for experiencing nature close to home and protect valuable natural resources and wildlife. They are of sufficient size to protect resource and accommodate passive recreation.

Current Range	Proposed average size for new parks
11–666 acres	Undefined

#### EXAMPLES OF COMPONENTS AND COMFORT AMENITIES:

- Trailhead amenities
- Multipurpose paved trails
- Soft-surface trails
- Boardwalks
- Benches
- Overlooks
- Off-street parking
- Interpretive facilities
- Wildlife blinds
- Water access

### Linear Parks

Linear parks provides public access to trail and multi-use path-oriented activities, which may include walking, running, biking, skating, etc., and preserves open space. Trails and pathways may also provide connection to neighborhood recreation facilities where adequate space is available. They are of sufficient size to accommodate trail-related activities and green space.

#### EXAMPLES OF COMPONENTS AND COMFORT AMENITIES:

- Multipurpose paved trails
- Multiple access points
- Benches
- Limited children’s play areas
- Soft-surface trails
- Water access





### Special Use Parks

People are drawn to these parks and they are managed for their unique features or uses. Special use parks provide a variety of accessible recreation opportunities for all age groups with experiences that are not commonly available at other parks in the community.

**Current Range**  
0.4–300 acres

**Proposed average size for new parks**  
Undefined

#### EXAMPLES OF COMPONENTS AND COMFORT AMENITIES:

- Interpretive facilities
- Water access
- Arboretums
- Viewpoints
- Off-street parking
- Neighborhood park facilities
- Natural areas
- Picnic facilities

### Sports Parks

These parks primarily contain competitive sports facilities and may include both indoor and outdoor facilities.

**Service Area Radius**  
2 miles

**Current Range**  
11–19 acres

**Proposed average size for new parks**

15–30 acres  
or size sufficient to place rectangle and diamond fields on site

#### EXAMPLES OF COMPONENTS AND COMFORT AMENITIES:

- Diamond ballfields
- Rectangle ballfields
- Lights
- Parking
- Restrooms
- Irrigated turf
- Playground
- Storage facility

## Park Level of Service Standards for Park Classifications

Overall, Willamalane’s LOS is meeting community members’ needs; however, changes in the district, along with stakeholder and survey input, suggest a necessary change in park LOS standards (See Appendix 8.) These

changes are reflected in Table 9c. The table also includes park acres and trail miles needed by 2035 to meet the growing population’s needs.

Park Type <sup>A</sup>	Average Standards for Comparable Communities <sup>B</sup> (Acres/1,000 residents)	WPRD Existing Parks	WPRD Acres	WPRD 2022 Level of Service (acres/1,000)	WPRD Proposed Standards (acres/1,000 residents)	Additional Acres Needed to Meet Proposed Standard	
						Current Population	Projected 2035 Population
	2023 Data	2022	2022	2022	2022	2020	2035
<b>Formula</b>	–	–	<b>A</b>	<b>B</b> = ((A/2022 population) x 1,000)	<b>C</b>	<b>70,337</b> <b>D</b> = ((Current Population/1,000) x C) - A	<b>75,159</b> <b>E</b> = Projected Population/1,000 x C) - A
Pocket Park	0.02	2	1.1	0.001	0.05	2.42	2.66
Neighborhood Parks	1.5	20	109.25	1.54	2.00	31.42	41.07
Community Parks	2.0	3	64.44	0.91	1.50	41.07	48.30
Sports Parks	--	3	44.02	0.62	1.00	26.32	31.14
Other Parkland	9.5	17	1411.79	19.98	21.00	65.29	166.55
Natural-Area Parks	9.09	6	919.92	13.02	–	–	–
Special-Use Parks	0.36	5	392.80	5.56	–	–	–
Linear Parks	–	6	99.07	0.14	–	–	–
<b>TOTAL</b>		<b>45</b>	<b>1629.50</b>	<b>21.80</b>	<b>25.55</b>	<b>166.51</b>	<b>289.71</b>
<i>A See Park Classifications and Definitions</i> <i>B Bend, Salem, Corvallis, Albany, Roseburg, Olympia</i>							

Table 9c: Park Classifications and Proposed Standards

Although widely used, the standard industry technique of measuring the LOS based on a total population of the service area and the total number of acres by park type results in a very simplistic view of service standards. It provides a valuable perspective; however, level of service standards need to be supplemented with additional analysis that looks at the experiences available, the

quality of components, and with public desires in order to paint a more complete picture of the district’s needs. The component-based evaluation system, as used in the GRASP analysis explained above, takes into consideration the quality and quantity of components that contribute to the overall park users experience and results in a more complete and accurate assessment of needs.



## Natural Areas

Willamalane has seen significant growth in natural areas since 2012, increasing from 188 to 920 acres. New natural area parks include Thurston Hills Natural Area, Weyerhaeuser McKenzie Natural Area, and Moe Mountain (reclassified from undeveloped parkland in 2022.) According to the public survey, these types of parks were one of the most desirable for the community.

Technical experts have guided the district to carefully plan for natural area expansion based on available opportunities to increase wildlife corridors and protect unique and specialized habitats such as floodplains, wetlands, and oak prairie. There are also many opportunities to integrate green spaces throughout the urban core of Springfield with improvements such as green infrastructure, expansion of urban forests, and small nature trails within developed parks. Springfield Public Schools, the City of Springfield, and the Springfield

Utility Board are all public agencies with large land holdings that, through further collaboration, could increase efficiencies and impact of Willamalane’s natural resource efforts.

The district’s Natural Area Management Plan was created prior to the acquisition of much of the current acreage and is therefore not currently a useful guide for prioritization of tasks or management of this parkland. The comprehensive plan includes findings from the public, technical experts, and staff conversations that would provide a useful launching point to update this internal plan to better address its specific needs. The updated plan should incorporate all land acquired after the implementation of the previous plan and should also address prioritization of management, assess funding strategies and opportunities, and examine possibilities for future acquisition and expansion.





## Undeveloped Land

In 2012, Willamalane included the following parks as undeveloped parkland: The Gray Homestead, Moe Mountain Linear Park, and Pierce Park Property. Since 2012, the park classifications or conditions of each of these properties has changed so that they are no longer accounted for under this category:

- **The Gray Homestead** sits adjacent to land that was acquired as Thurston Hills Natural Area and is now included within that park boundary and considered a natural area park.
- **Moe Mountain Park** currently has an informal trail passing through it and is providing service as a natural area park.
- **Arrow Park** is now a developed neighborhood park situated on the site previously known as the Pierce Park Property.

With these adjustments, Willamalane currently has no land identified under the Undeveloped Park classification. It does have several parks with opportunity for increased development or improvements. These parks, in essence, could be defined as “underdeveloped” and include

Eastgate Woodlands of the Whilamut Natural Area, Rob Adams, Lively Park, and Dorris Ranch.

Projected growth in the district suggests a need to acquire land for future park development

## Indoor Facilities

*Table 10* includes an alphabetical listing of indoor facilities. The table also shows the total number of identified components in each facility. Indoor components are improvements that enhance the user experience, such as rentable space, kitchens, restrooms, lobbies, vending machines, etc. For a complete list of indoor components for each facility, see Appendix 8.

Willamalane currently owns and operates two recreation facilities and two aquatics facilities. The district provides scheduled programs and drop-in self-directed activities at each facility.

The Bob Keefer Center is a 97,000 square foot sports and recreation facility that includes a hardwood floor gym, a multi-purpose floor gym, climbing and bouldering walls, a student technology lab, a preschool, and four meeting spaces available for rent. The hardwood and multi-purpose courts can be set up to accommodate



## Park System Standards and Guidelines

basketball, volleyball, tennis, pickleball, roller skating, and other recreation and sports activities. The facility is co-located with the Les Schwab Sports Park.

The Adult Activity Center is an all-generation community recreation facility, although many of the programs offered focus on meeting the needs of older adults. The facility includes a kitchen, a multi-use space, meeting rooms, a wood shop and rock shop. Programs offered at the facility are in high demand and well received. The facility features food access programs, arts programs, leisure classes and special events.

The Willamalane Park Swim Center includes opportunities for leisure swimming and offers an eight-lane lap pool, warm-water and deep-water pools, spa, and fitness center. Programs include a variety of water fitness classes and swimming lessons.

Splash! at Lively Park is an indoor water park that offers a six-lane lap pool, children’s pool, a wave pool, slides, concessions, and a sun deck/community room. While the district offers incentives to

attract and retain lifeguards and swim instructors, attracting and retaining staff is challenging. Results from the needs assessment survey suggested that current community needs were generally being met for recreation and indoor pool facilities. On a scale of 1 (not being met) to 5 (being met), the two recreation facilities were rated a 4.1, and the two indoor pools were rated 3.9 by respondents of the random survey. Both the public and staff who work in these facilities were asked to participate in the engagement efforts.

Indoor Facility	Total Indoor Components
Bob Keefer Center for Sports and Recreation	20
Splash!	9
Willamalane Adult Activity Center	17
Willamalane Park Swim Center	7

Table 10: Indoor Facility Summary Table



**System Map**

The system inventory map (Figure 21) shows Willamalane's relative size and distribution of existing parks and recreation facilities. Green parcels represent district parks. Paths, trails, and indoor facilities are also located on the map.

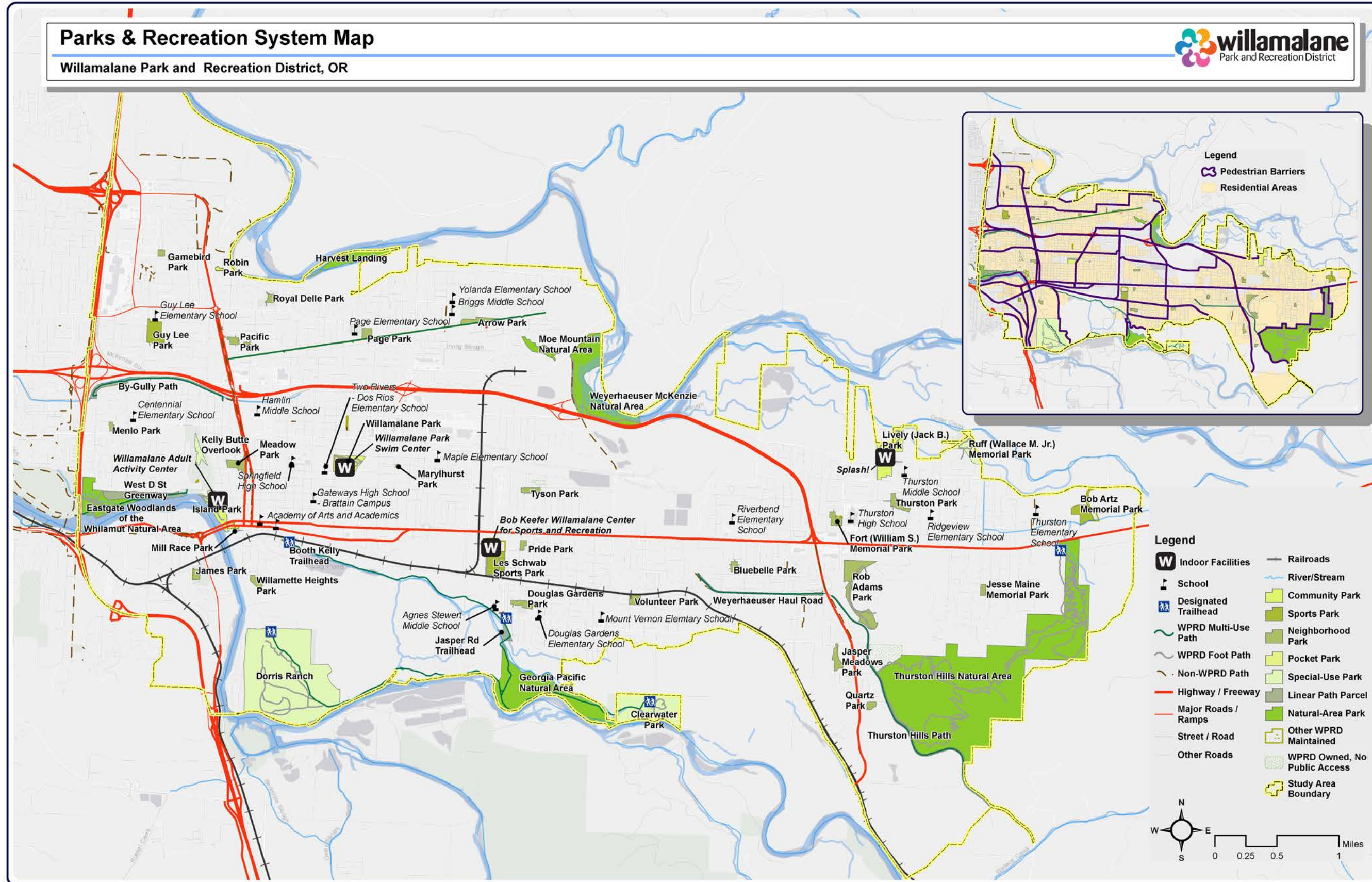


Figure 21: Willamalane System Map



# 6



## Level of Service Assessment

This section examines how well each park and the collective system of Willamalane parkland is meeting the need of district residents.



## Level of Service Assessment How Are We Doing?

### What is Level of Service (LOS), and why do we use it?

LOS measures how a system provides residents access to parks, open spaces, trails, and facilities. It indicates the ability of people to connect with the outdoors and nature and pursue active lifestyles with implications for health and wellness, the local economy, and quality of life. LOS for a park and recreation system tends to mirror community values reflective of personal connections to communities. It is also useful in benchmarking current conditions and directing future planning efforts. The service offered by a park or a component is a function of two main variables: location and ease of access.

### What is GRASP®?

GRASP® (Geo-referenced Amenities Standards Process) has been applied in many communities across the country as a measure of LOS. With GRASP®, information from the park and facilities inventory is combined with GIS software that produces analytic maps and data called Perspectives that show the distribution and quality of these services.

### What do Perspectives do for us?

Perspectives can be maps or other analyses incorporating statistics, diagrams, tables, and charts that provide benchmarks or insights useful in determining community success in delivering services. The park and facility inventory provides details of what is available at any given location, and GIS analysis measures user access. People use various ways of reaching a recreation destination: on foot, on a bike, in a car, via public transportation, or some combination. There are two

distinct types of service areas for examining the park system to account for this variability:

- 1) **Walkable Access**– uses a travel distance of one-half mile, a suitable distance for a ten-minute walk.
- 2) **Neighborhood Access**– uses a travel distance of one mile to each component and gives a premium for areas within a ten-minute walk. It is intended to account for users traveling from home or elsewhere to a park or facility, most likely by bike, bus, or automobile.

Further discussion on perspectives and other terminology is found in Appendix 8.

## Component Scoring

To assess quality of service within existing parks, each park improvement, or component, was given a score of 1-3 based on condition, size, site capacity, and overall quality that impacts the experience provided to the user.

- 1 = Below Expectations
- 2 = Meets Expectations
- 3 = Exceeds Expectations

Typically, a rating of “1” suggests a need for improvement or replacement, “2” suggests the component meets the need but is not ideal, and “3” is newer and excellent. Willamalane components are more likely to be scored a “2” (over 80% of components), and less likely to be scored a “3” (less than 5% of components) when compared to averages from the national dataset. This could mean that the district has fewer signature improvements or destination type features within the park system. Table 11 illustrates district component scores compared to the national dataset.

Willamalane Neighborhood Park Component Scores		Willamalane Community Park Component Scores		National Dataset Neighborhood Park Component Scores		National Dataset Community Park Component Scores	
Scores	Percent %	Scores	Percent %	Scores	Percent %	Scores	Percent %
0	1%	0	0%	0	3%	0	3%
1	11%	1	11%	1	10%	1	11%
2	84%	2	85%	2	78%	2	77%
3	4%	3	4%	3	8%	3	9%

Table 11: District Component Score Breakdown vs National Dataset

Level of Service Assessment



Figure 22: Playgrounds Example Photos

As an example, Table 12 includes the park name, playground type, quantity, neighborhood score, and community score.

Park / Location	Component	Qty	Neighborhood Score	Community Score
Arrow Park	Playground, Local	1	2	2
Bluebelle Park	Playground, Local	1	2	2
Bob Artz Memorial Park	Playground, Local	1	1	1
Douglas Gardens Park	Playground, Local	1	1	1

Table 12: Example Scoring for the Playground Component Assessment



## Park Scoring

Park scoring measures how the parks and components serve residents and users. These scores often make the most sense when compared within the same classification, i.e., when comparing one neighborhood park to another neighborhood park. It may be reasonable that there are wide ranges of scores within a category. It may also be an opportunity to re-evaluate a park’s particular classification based on the service to the community or neighborhood it serves. Park scores are made up of the collective component scores from the assessment.

In addition to locating components, the assessment includes quality, function, condition, and modifiers. Cumulative scores most directly reflect the number and quality of improvements, or components, within a park. The availability of modifiers, such as restrooms, drinking fountains, seating, parking, and shade, also affects park scores. Higher scores reflect more and better recreation opportunities than lower scores. There is no ultimate or perfect score.

To assist in prioritizing parks to improve level of service, each park has a neighborhood score and a community score. The biggest difference in these two scores is that the neighborhood score is focused on the diversity of experiences available at a park while community score considers the quantity of each experience and its ability to support a broader, community-wide use. An example of this might be a park that has several different improvements including a playground, a picnic shelter, a basketball court, and four tennis courts. The neighborhood score would reflect that users have access to four different components. The community score recognizes the four unique component types but also factors in the fact that there are multiple courts available. In this case, the park would have a higher community score than neighborhood score.

In Willamalane’s park district, scores among the different classifications vary greatly (Tables 13-17). This likely means that some adjustments may need to be made to park categories (classifications) to closely match these park services and public expectations. The following park scores are grouped by classification and listed from high to low for both neighborhood and community scores.<sup>3</sup>

<sup>3</sup> Natural areas are not included in this park score analysis.

Community Park	Neighborhood Score	Community Score
Willamalane Park	58	82
Lively (Jack B.) Park	58	65
Island Park	55	60

Average Neighborhood Score: 57

Average Community Score: 69

Table 13: Community Park Scores

Neighborhood Park	Neighborhood Score	Community Score
Meadow Park	46	79
Fort (William S.) Memorial Park	29	38
Arrow Park	34	34
Thurston Park	24	29
Rob Adams Park	29	29
Jasper Meadows Park	29	29
Volunteer Park	24	24
Quartz Park	24	24
Bluebelle Park	24	24
Williamette Heights Park	22	22
Royal Delle Park	22	22
Jesse Maine Memorial Park	22	22
Gamebird Park	22	22
Pacific Park	22	22
Page Park	19	19
Menlo Park	18	18
Pride Park	14	14
Douglas Gardens Park	12	12
Tyson Park	9	9
James Park	6	6

Average Neighborhood Score: 22

Average Community Score: 25

Table 14: Neighborhood Park Scores

Pocket Park	Neighborhood Score	Community Score
Robin Park	22	22
Marylhurst Park	13	13

Average Neighborhood Score: 18

Average Community Score: 18

Table 15: Pocket Park Scores



Sports Park	Neighborhood Score	Community Score
Les Schwab Sports Park	50	82
Guy Lee Park	22	29
Bob Artz Memorial Park	14	41

Average Neighborhood Score: 29

Average Community Score: 50

Table 16: Sports Park Scores

Special-Use Park	Neighborhood Score	Community Score
Dorris Ranch	72	72
Clearwater Park	38	38
Ruff (Wallace M Jr.) Memorial Park	34	34
Mill Race Park	31	31
Island Park	15	15
Kelly Butte Park	15	15

Average Neighborhood Score: 38

Average Community Score: 38

Table 17: Special Use Facility Scores

### Walkable (½ mile) Access to Recreation

Walkability analysis measures how user-friendly an area is to walking and benefits a community in many ways related to public health, social equity, and the local economy. Many factors influence walkability, including the quality of footpaths, sidewalks or other pedestrian rights-of-way, traffic and road conditions, land-use patterns, and public safety considerations. One-half mile buffers have been placed around each park improvement and shaded according to their score. This ten-minute standard is consistent with other national initiatives by agencies, such as The Trust for Public Land and the National Recreation and Parks Association. In this analysis neighborhood access is equivalent to walkable access.



### Pedestrian Barriers

Pedestrian barriers such as highways, major streets, railroads, large holdings of private property and natural features like rivers significantly affect walkable access in the district. Figure 23 shows zones within the district that are created by such identified barriers. These are displayed as dark purple lines and serve as discrete areas,

accessible without crossing a major street or another obstacle. Green parcels represent park properties. Indoor facilities and schools are also identified on the map with a black “W” and black flag icons respectively. The yellow outline represents the urban growth boundary. See Figure 23.

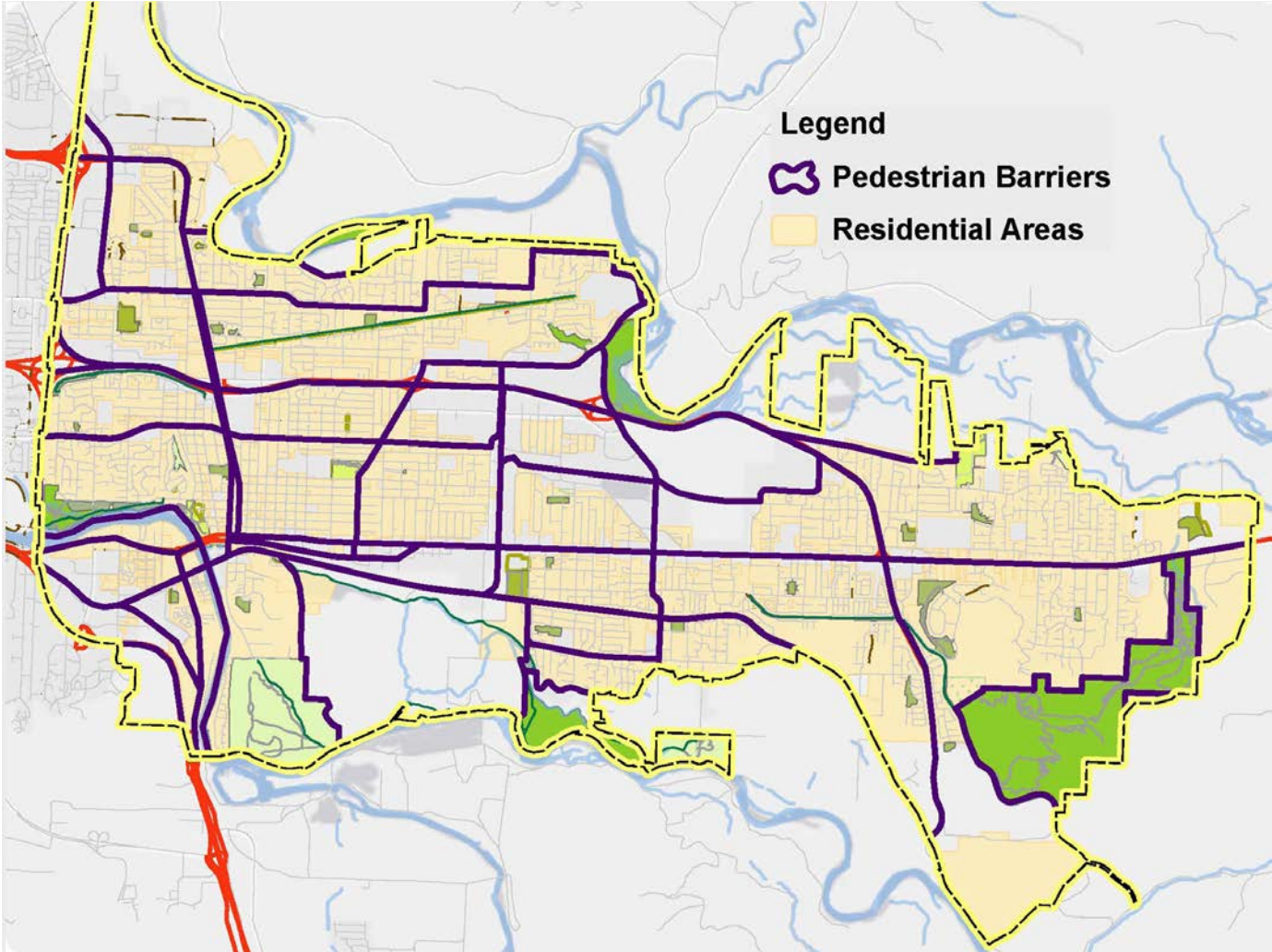


Figure 23: Walkability Barriers “Cut-Off” Service Areas Where Applicable

A series of maps represent the walkable LOS across the district based on a ten-minute walk. The darker orange gradient areas indicate more and higher quality recreation assets. Gray areas fall outside of a ten-minute walk. Environmental barriers can limit walkability, and

in this map, the LOS in the walkability analysis has been “cut-off” by identified barriers where applied. Larger versions of all of the maps included in this section can be found in Appendix 8.



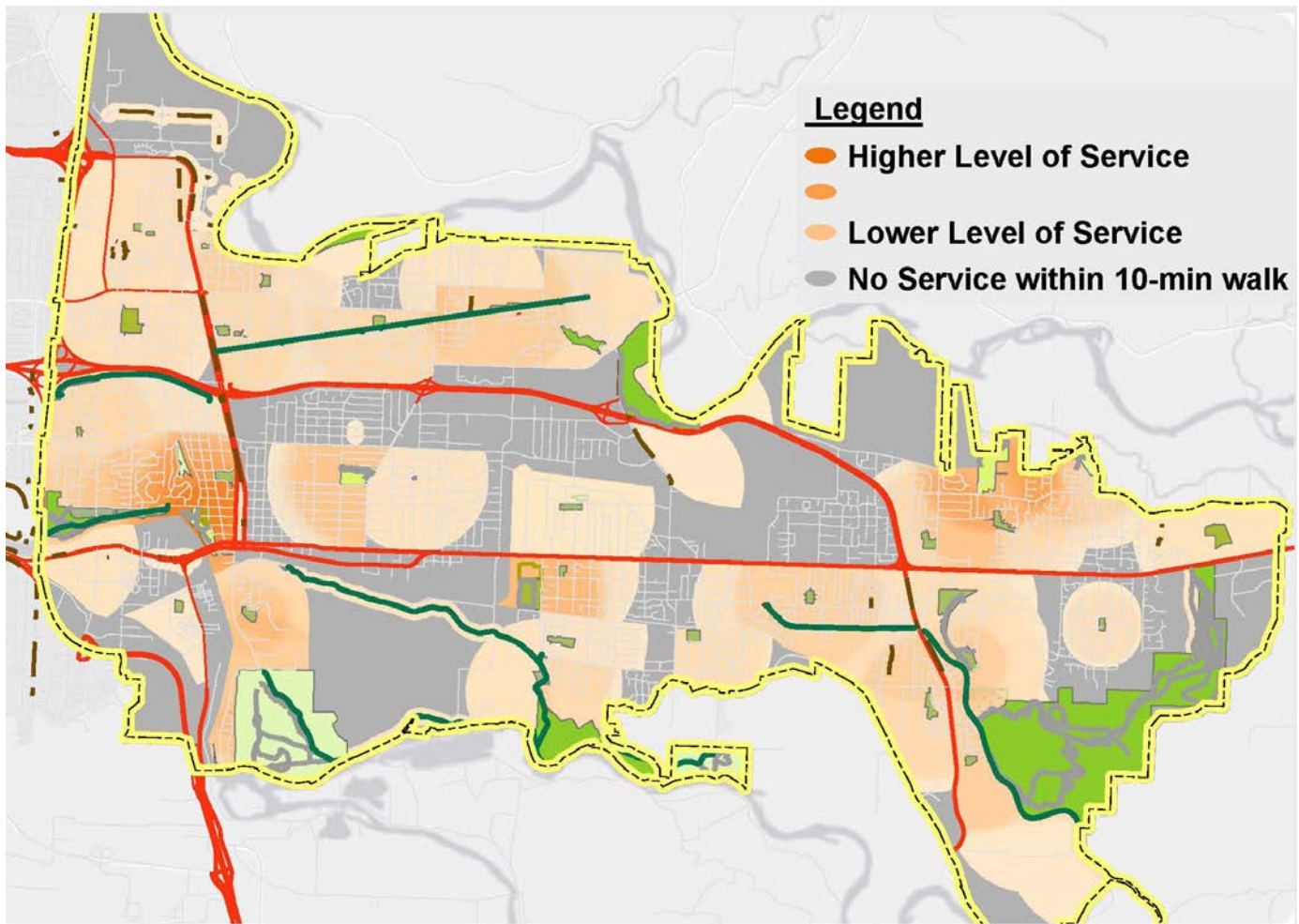


Figure 24: Walkable Access to Outdoor Recreation Opportunities

In general, this analysis shows a reasonable distribution of parks. The orange shading in the maps (Figures 24 and 25) allows for an understanding of LOS distribution and areas of concentration across the district. It should also be noted that while some of the gray areas in the map may be residential, many of the gray areas are industrial, commercial, or currently undeveloped and may not necessitate park access.

Figure 25 shows the high-value area near Island Park. Community members can access 41 components at seven parks, including the Willamalane Adult Activity Center, and a number of trails within the area defined by the dark red dashed-line.

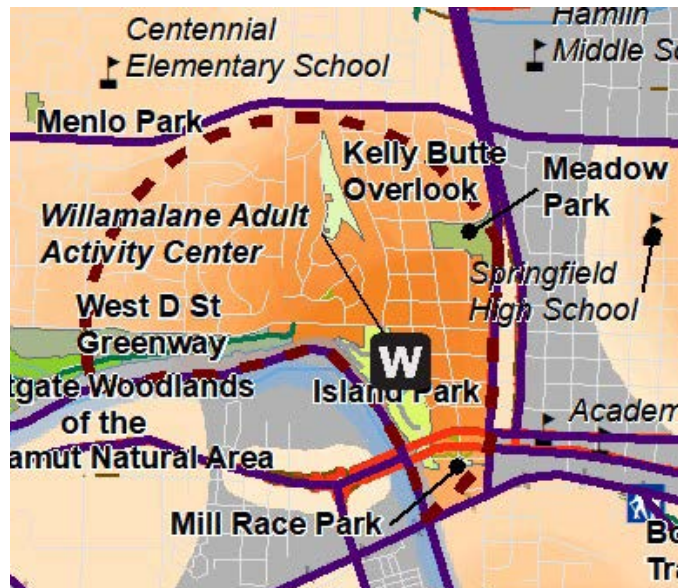


Figure 25: High-Value Walk Area

### Walkability Gap Analysis

The parks and their improvements will likely attract users from a walkable distance. The following map shows three levels of service in three separate colors. These levels, or colors, represent areas that provide an adequate or better level of service (purple), a low level of service (yellow), or no service (grey) within a walkable distance. Purple shaded areas indicate access to schools. Areas shown in yellow on the map can be considered areas of opportunity. Improving the service available in such areas may be possible by enhancing the quantity and quality of features in existing parks without acquiring new lands or developing new parks. Another option might be to mitigate pedestrian barriers in the immediate area to improve access to one or more park, trail, or natural area with additional user experiences available.

When combining the service levels with census data, the analysis indicates that parks are generally well placed and serve a large population of the land area. The district is well positioned, with over three-quarters (80%) of residents within walking distance to one or more outdoor recreation opportunities. One-quarter of residents live within a target score area. These are positive results and offer opportunities for improvement as well. The following chart displays the population percentages based on service levels. See Figure 26.

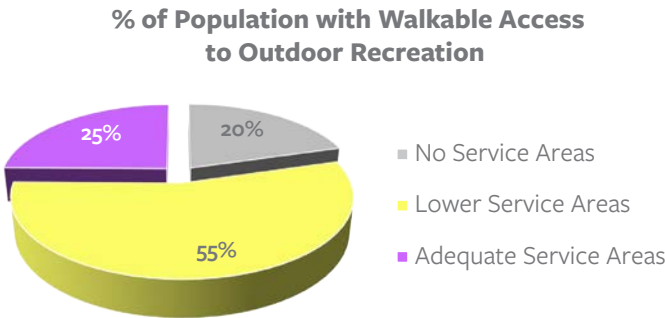


Figure 26: Percentage of Population with Walkable Access to Outdoor Recreation

### Neighborhood (One-mile) Access to Outdoor Recreation

Neighborhood, or one-mile, access to recreation opportunities was also examined. A heat map (Figure 28) shows the results of this analysis, where darker gradient areas indicate higher quality recreation assets based on a one-mile service area. In general, the district has an excellent distribution of parks and facilities in terms of one-mile access. It is assumed that for most park users, access to a neighborhood park one mile from their residents will involve driving and therefore, barriers are not considered.

### Neighborhood Gap Analysis

While 12% of the land area has limited one-mile access, nearly all residents (99%) have good access to outdoor recreation opportunities within one mile and meet the target score as discussed previously. These analyses are shown in the following charts. See Figure 27.

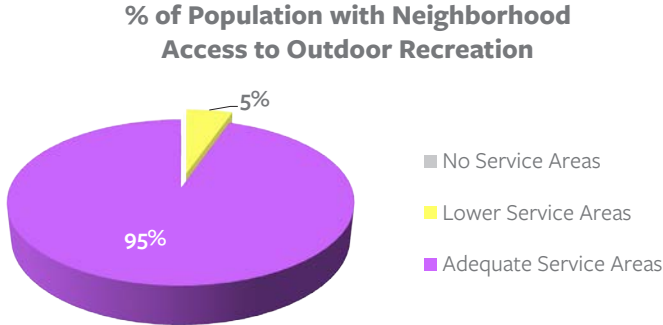


Figure 27: Percentage of Population with Neighborhood Access to Outdoor Recreation



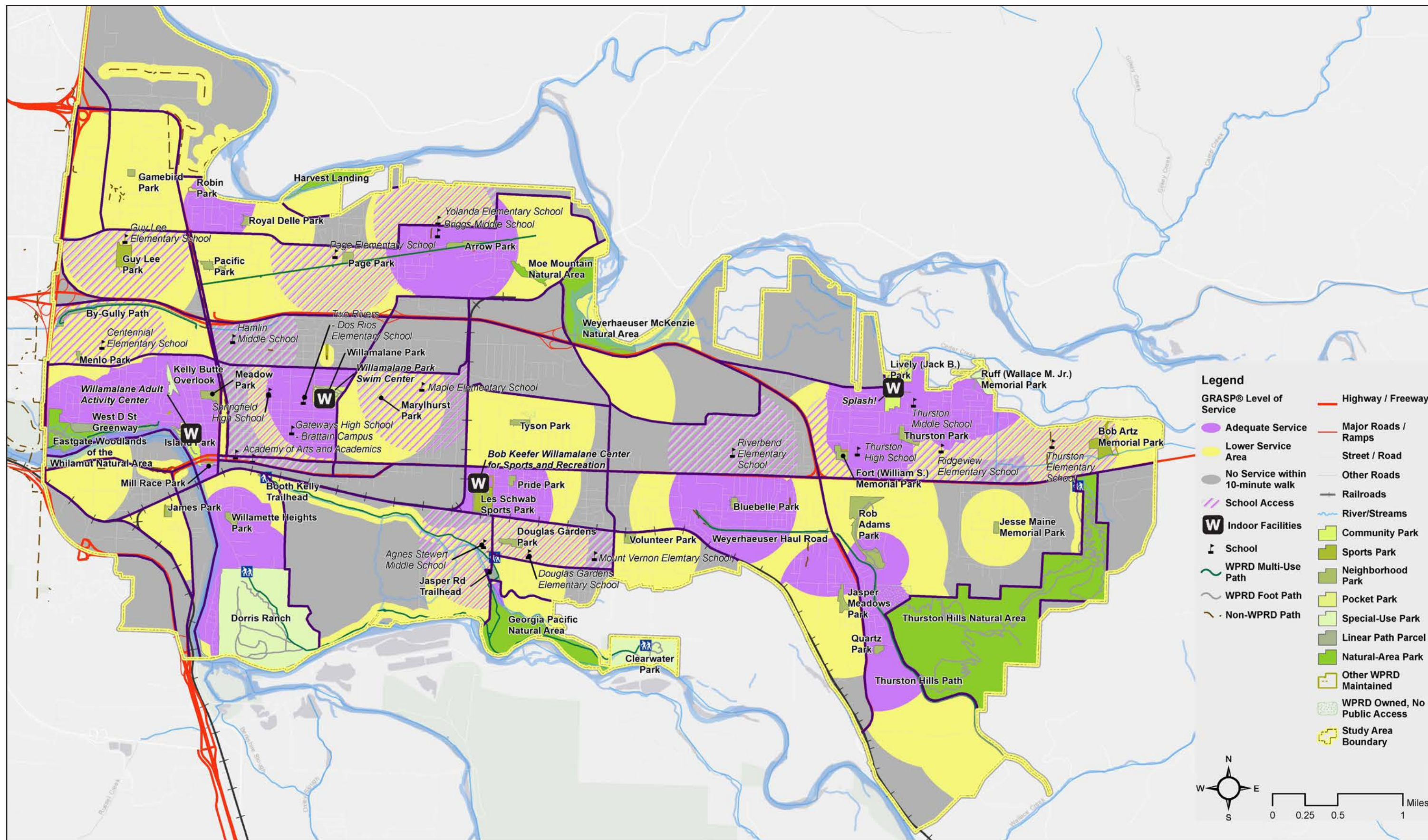


Figure 28: Walkable Service Area Analysis



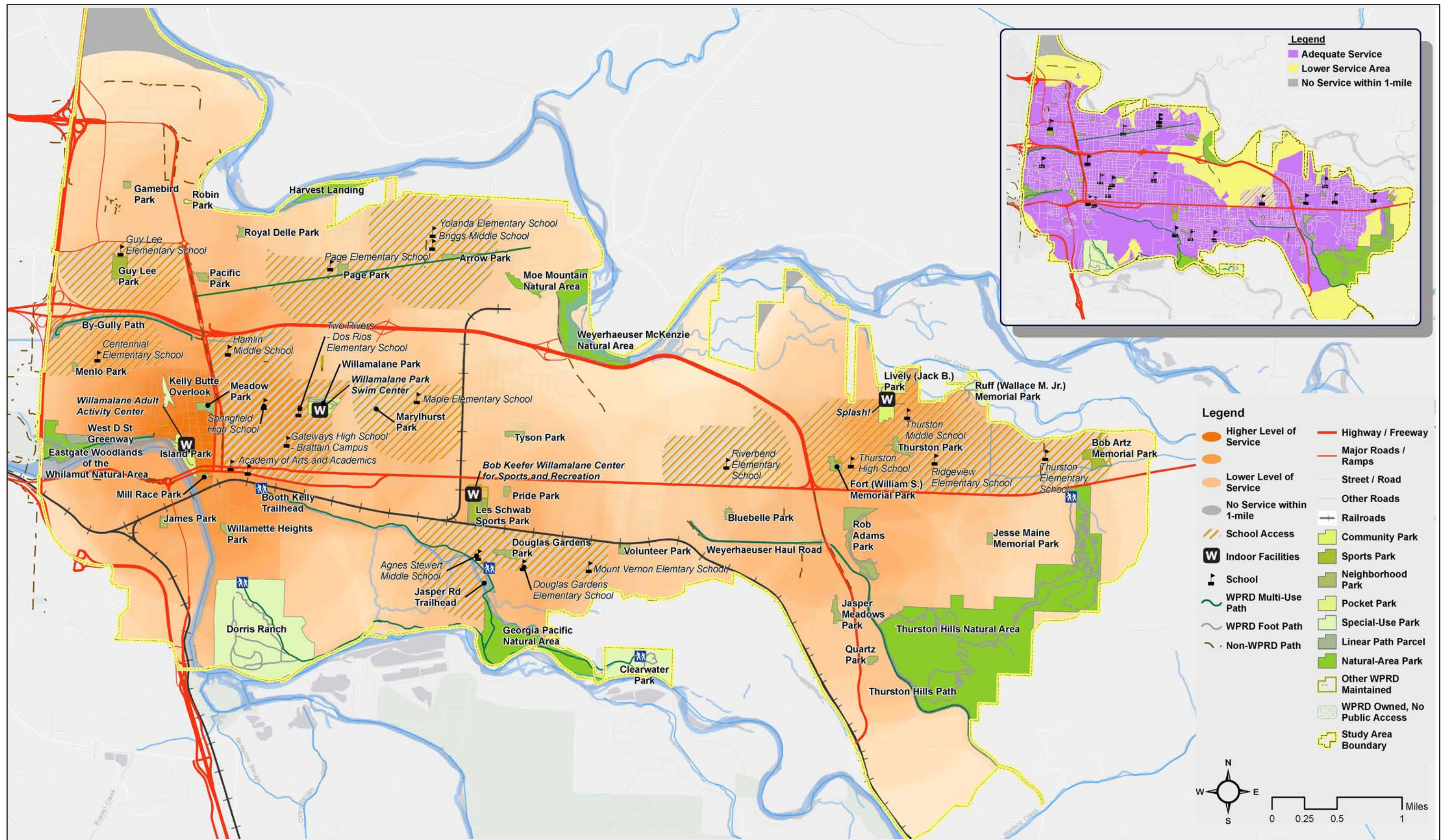


Figure 29: District Neighborhood Drivable (One-mile) Access to Outdoor Recreation





## Overall Qualitative Observations

Qualitative observations based on park and facility visits include the following:

- A good standard of providing formal trailheads is evident.
- Park signage is standardized and displays consistent branding across the system.
- Playground replacement schedule is being implemented.
  - Newer playgrounds were recognized at Jasper Meadows, Bluebelle and Quartz Parks.
- Sport courts need updates to surfacing (basketball, tennis, etc.).
- More shelters seem appropriate to provide relief from weather.
- The system lacks a “signature park.”
- There seems to be a wide range of parks and offerings within the neighborhood park classification.

## Additional Analysis

### Similar-Size Agency Comparison

The district was compared to a national dataset consisting of 86 agencies, 5,632 parks, and over 31,000 components.



**2 Parks**

Top 100 of all  
Park Scores



**4 Parks**

Top 10% of all  
Park Scores

- Some parks, like Thurston Park, have nice settings with lots of mature trees.
- Some parks have several components while others have minimal recreation opportunities.

When comparing Willamalane to other agencies and parks in the dataset, four parks scored in the top 10% of all parks. Willamalane Park and Les Schwab Sports Park are in the top 430 parks out of more than 5,600 parks. Additional findings in these comparisons reveal

that the district is above the average of other similarly sized agencies in total number of parks. The district matches the average in components per capita and parks per capita.

**=48**

Total Locations

Frederick, MD - 85  
Encinitas, CA - 63  
Arlington Heights, IL - 57  
Grand Junction, CO - 53  
Georgetown, TX - 52  
Tamarac, FL - 15

**=4**

Parks Per 1,000 People

Encinitas CA - 7  
Grand Junction, CO - 5  
Arlington Heights, IL - 5  
Frederick, MD - 5  
Georgetown, TX - 4  
Tamarac, FL - 2

**=0.7**

Components Score  
Per 1,000 Population

Frederick, MD - 1.1  
Encinitas CA - 1.0  
Arlington Heights, IL - 0.8  
Grand Junction, CO - 0.8  
Georgetown, TX - 0.7  
Tamarac, FL - 0.2

Categories where Willamalane falls short of the comparable average are “components per park” and “average score per park.” These two categories are directly related. In addition, only 25% of the

population lives in a walkable 10-minute service area. This is well below the average of other agencies across the nation.

**31**

Average Score Per Location

Tamarac, FL - 42  
Encinitas CA - 31  
Arlington Heights, IL - 36  
Grand Junction, CO - 34  
Georgetown, TX - 31  
Frederick, MD - 21

**25%**

% Walkable - Target

Frederick, MD - 79%  
Arlington Heights, IL - 64%  
Encinitas CA - 63%  
Grand Junction, CO - 35%  
Tamarac, FL - 27%  
Georgetown, TX - 23%

**5**

Components Per Location

Tamarac, FL - 7  
Encinitas CA - 7  
Arlington Heights, IL - 6  
Grand Junction, CO - 6  
Georgetown, TX - 6  
Frederick, MD - 4





Level of Service Assessment

**Oregon Agency Comparison**

Comparisons are also available for other agencies within Oregon (see Table 18 below). While populations are different among this group, when the following comparisons are adjusted for the population differences,

generally the district has fewer parks per capita, but more development (average number of components per site) in the parks than other agencies in Oregon.

City / Agency	Umatilla	Canby	Wilsonville	Corvallis	Willamalane	North Clackamas	Tualatin Hills	Average
Year	2020	2021	2017	2011	2020	2012	2018	-
Population	7,723	18,952	22,919	54,462	70,337	115,924	265,078	79,342
Population Density (Per Acre)	2.4	6.3	4.7	3.0	4.8	5.0	7.6	4.8
People per Park	644	824	1,091	1,009	1,465	1,246	982	1,037
Park per 1k People	1.6	1.2	0.9	1.0	0.7	0.8	1.0	1.0
Average # of Components per Site	6.4	3.0	8.4	5.7	5.2	3.2	3.3	5
Average Score/ Site	16.0	16.3	52.0	41.1	31.5	23.7	26.4	30
Components per Capita	10	4	8	6	4	3	3	5
GRASP® Index	24	20	48	41	21	19	27	28
% of Total Area w/ LOS > 0	74%	98%	95%	93%	100%	97%	100%	94%
Average LOS per Acre Served	112	265	388	289	148	183	489	268
Average LOS / Population Density per Acre	47	42	82	96	31	36	65	57
% of Population with Walkable Access	62%	87%	67%	NA	25%	40%	72%	60%

Better than average
  Below average
  Neutral

Table 18: GRASP® Comparative Data (Oregon Agencies)

### Capacity Analysis

Capacity analysis is a traditional tool for evaluating service levels. This analysis compares the ratio of components and the population. It projects future needs based on this ratio (e.g., as the population grows over time, components may need to be added to maintain the same proportion). Table 19 shows the current capacities and the projected need in 10 years. While there are no correct ratios, this table can be used in conjunction with input from focus groups, staff, and the public to determine if the current ratios are adequate. Based on growth projections, components highlighted as red should be added to maintain the same LOS.

The usefulness of this analysis depends on future residents' interests and behaviors and relies on the assumption that they will be the same as they are today. It also assumes that today's capacities are in line with needs. Table 19 (the capacities table) bases analysis on the number of assets without regard to distribution, quality, or functionality. Higher LOS is achieved only by adding components, regardless of the location, condition, or quality of those assets. In theory, the LOS combines location, quantity, and quality. This table should be used with discretion and in conjunction with the other analyses presented.



Table 20 illustrates agency performance benchmarks for many components. According to this NRPA Agency Performance Review, Willamalane meets or exceeds the median in all categories except tennis courts, youth diamond fields, and rectangular fields. It should be noted that the district does have eight half-court or practice basketball courts that likely fulfill the local need. The population would need to more than double to trigger development of another dog park or skate park based on these calculations.





Level of Service Assessment

	2022 Count	2022 Ratio per 1k Population	2022 Ratio per Component	Total Needed Based on 2035 Population	Add
Basketball Court	16	0.2	4,396	17	1
Basketball, Practice	10	0.1	7,034	11	1
Bike Course	2	0.03	35,169	2	0
Diamond Field	7	0.1	10,048	7	0
Diamond Field, Practice	7	0.1	10,048	7	0
Disc Golf	1	0.01	70,337	1	0
Dog Park	1	0.01	70,337	1	0
Educational Experience	6	0.1	11,723	6	0
Event Space	4	0.1	17,584	4	0
Fitness Area	1	0.01	70,337	1	0
Game Court	2	0.03	35,169	2	0
Garden, Community	3	0.04	23,446	3	0
Garden, Display	3	0.04	23,446	3	0
Historic Feature	2	0.03	35,169	2	0
Horseshoe Court	3	0.04	23,446	3	0
Loop Walk	17	0.2	4,137	18	1
Open Turf	31	0.4	2,269	33	2
Passive Node	7	0.1	10,048	7	0
Pickleball Court	8	0.1	8,792	9	1
Playground, All Sizes	26	0.4	2,705	28	2
Public Art	7	0.1	10,048	7	0
Rectangular Field, Large	4	0.1	17,584	4	0
Shelter, All Sizes	9	0.1	7,815	10	1
Skate Park	1	0.01	70,337	1	0
Tennis Court	8	0.1	8,792	9	1
Trailhead	5	0.1	14,067	5	0
Volleyball Court	3	0.04	23,446	3	0
Water Access, Developed	3	0.04	23,446	3	0
Water Access, General	6	0.1	11,723	6	0
Water, Open	10	0.1	7,034	11	1

Table 19: District Component Capacities Ratios

2022 NRPA Agency Performance Review: Park and Recreation Agency Performance Benchmarks						
Outdoor Park and Recreation Facilities						
Outdoor Facility		Agencies Offering this Facility	Median Number of Residents per Facility	Willamalane Current Quantity	Willamalane Residents per Facility	Need To Add To Meet NRPA Median
Playgrounds	Playgrounds	95%	3,807	26	2,705	(8)
Courts	Basketball courts	86%	8,477	16	4,396	(8)
	Tennis courts	78%	6,413	8	8,792	3
	Pickleball courts	18%	11,999	8	8,792	(2)
Diamond Fields	Diamond fields: baseball – youth	79%	8,095	7	10,048	2
	Diamond fields: softball fields – adult	65%	17,228			(3)
	Diamond fields: softball fields – youth	62%	11,688			(1)
	Diamond fields: baseball – adult	54%	25,097			(4)
Rectangular Fields	Rectangular fields: multipurpose	68%	13,151	4	17,584	1
	Rectangular fields: soccer field – youth	50%	8,224			5
	Rectangular fields: soccer field – adult	44%	16,231			0
	Rectangular fields: football field	35%	30,599			(2)
Dog Parks	Dog parks	67%	56,084	1	70,337	0
Skate Parks	Skate parks	39%	65,000	1	70,337	0
Community Gardens	Community gardens	51%	49,351	3	23,446	(2)
Comparison based on median for less than 50,000 to 99,999 population comparison						

Better than average
  Below average

Table 20: Outdoor Park and Recreation Facilities – Median Population Served Per Facility



# 7

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## Trails and Pathways Assessment

A key component of the planning effort is documenting the community's input on the existing and potential future trail network within Willamalane's boundaries and assessing existing access and user needs. Potential prioritization criteria for future trail improvements and a set of preliminary recommendations are included.



## Access

Willamalane’s trail network currently includes 38.1 miles of trails available to a range of users. Table 21 highlights low, median, and upper quartiles (in miles) for typical trail systems serving similarly sized communities as Springfield. The district provides miles of trails at a rate comparable to other agencies around the country and over double the median miles of trails for similar sized communities.

Willamalane is part of a regional network of parks and open spaces in adjacent Eugene and outlying areas of Lane County. The regional vision for trails and connectivity is defined in the Rivers to Ridges Vision shown on the map in *Figure 30*. Willamalane has been an active partner in this effort since 2000.

Access to local amenities is generally evaluated within a quarter- or one-half mile radius of the resident’s home. *Figure 32* shows the accessibility of the existing trail network within a one-half mile of trail access points. It also shows that the trails in the network are

concentrated in the western and southern areas of the district, thus making access to the trail network disproportionate for Willamalane residents.

The quality of access to trails (e.g., length of consecutive trail available for recreation) is another important factor. *Figure 32* shows that many residential areas in the district have access to trails. Residents in the center and northwest areas have limited access to trails. *Figure 32* also indicates which trails are maintained by Willamalane as well as other accessible trails not managed by the district. The analysis shown in *Figure 32* shows accessibility of all trails in the district, regardless of whether they are managed by Willamalane. Trails shown in dark red are in areas with the best trail connectivity and continuity within the district, while areas in dark and light orange have relatively less access to the trail network. The map demonstrates a significant gap in trail access in the center of the district and lack of connectivity in northeast Springfield.

Willamalane Miles of Trail	National Recreation & Park Association (NRPA) Miles of Trails		
		All Agencies	Population 50,000 – 99,000
38.1	Median	14	14
	Lower Quartile	5	7
	Upper Quartile	39	29
	Miles of trails in 2022 includes those from the following GIS data: Willamalane multi-use paths and foot paths, “formal trails,” Thurston Hills Natural Area Phase II, and non-Willamalane multi-use paths within the Springfield UGB.		

Table 21: Willamalane Miles of Trails





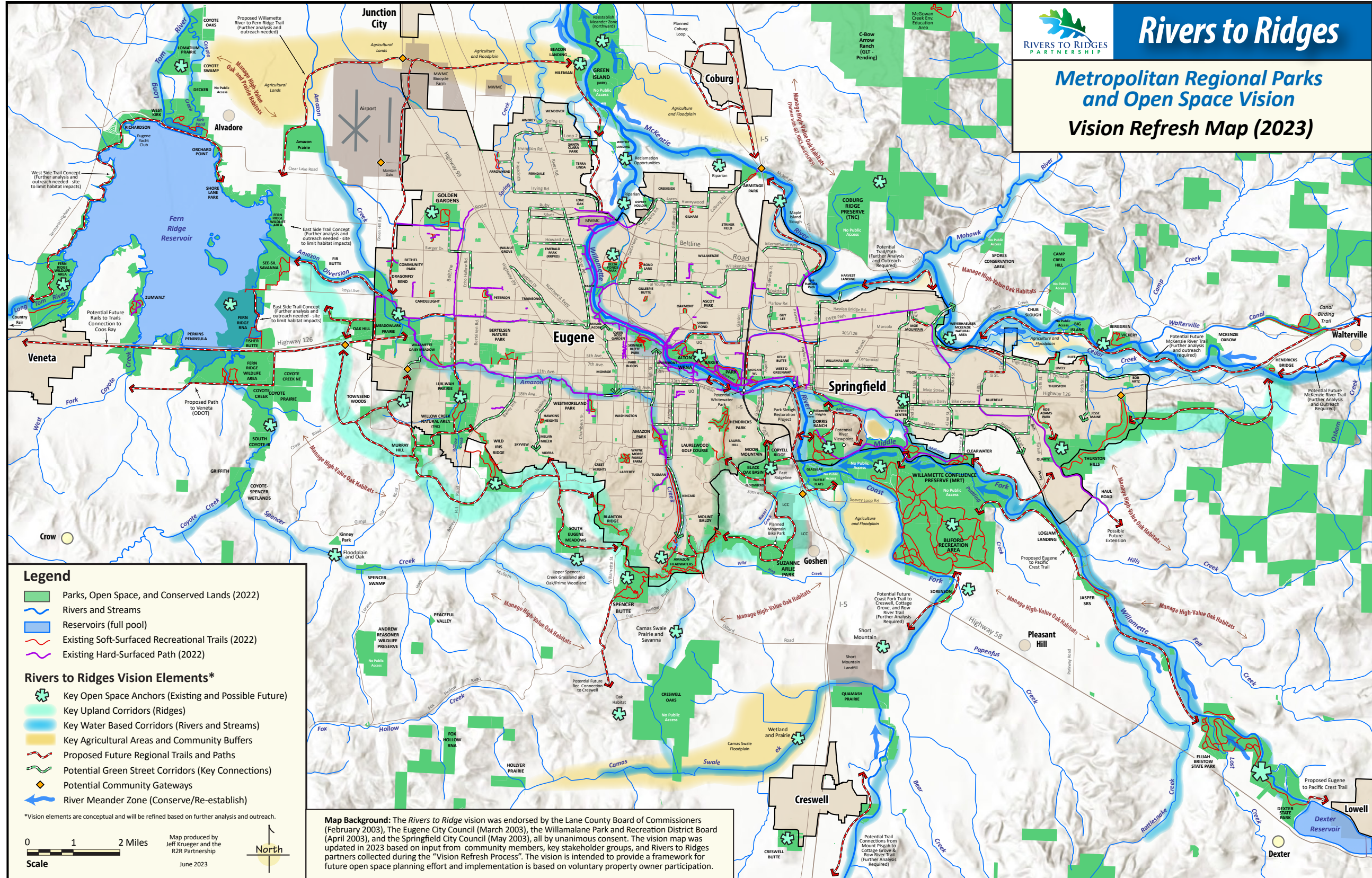


Figure 30: Regional Trails, Rivers to Ridges, 2023



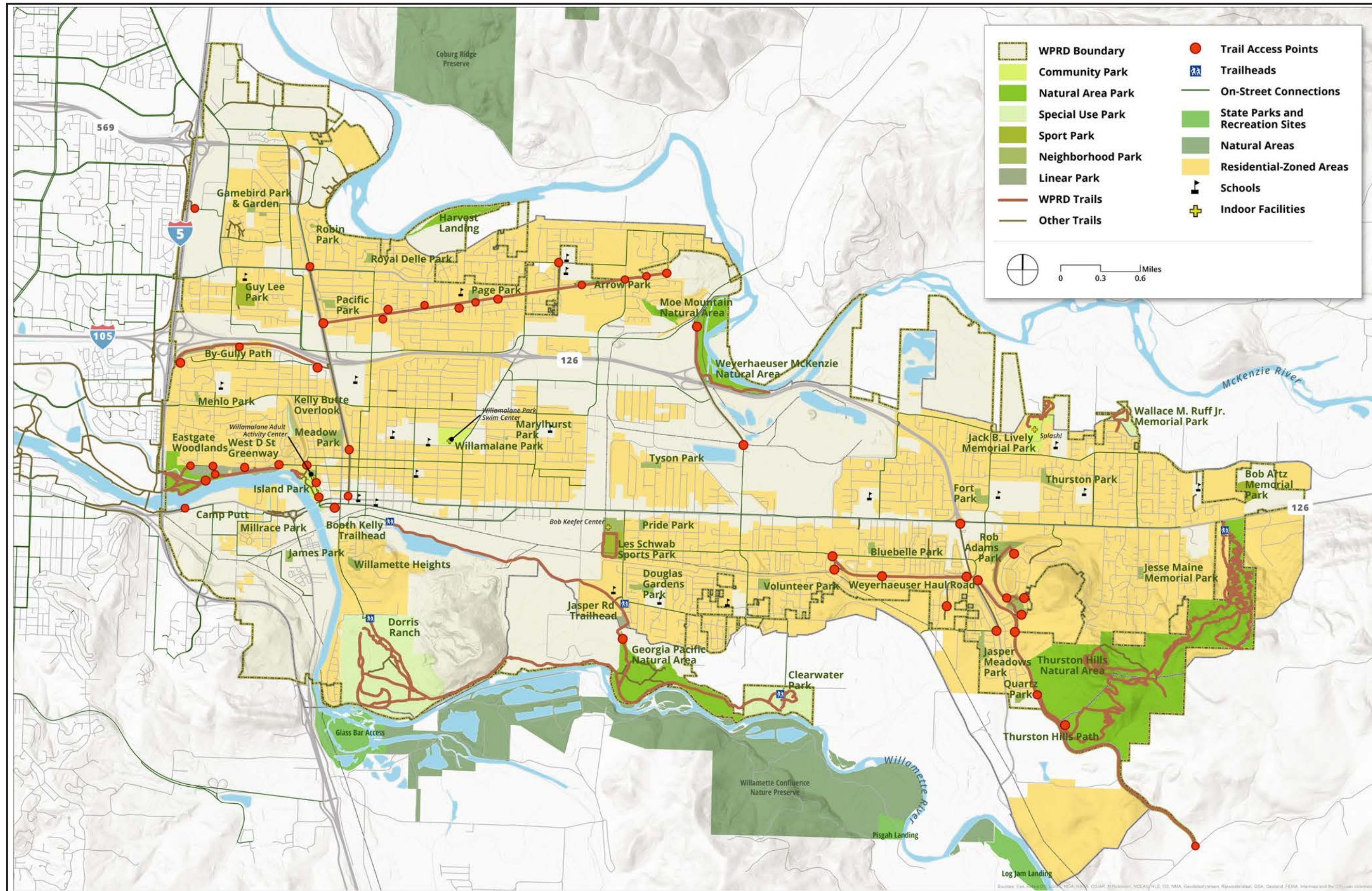


Figure 31: Willamalane Trail System



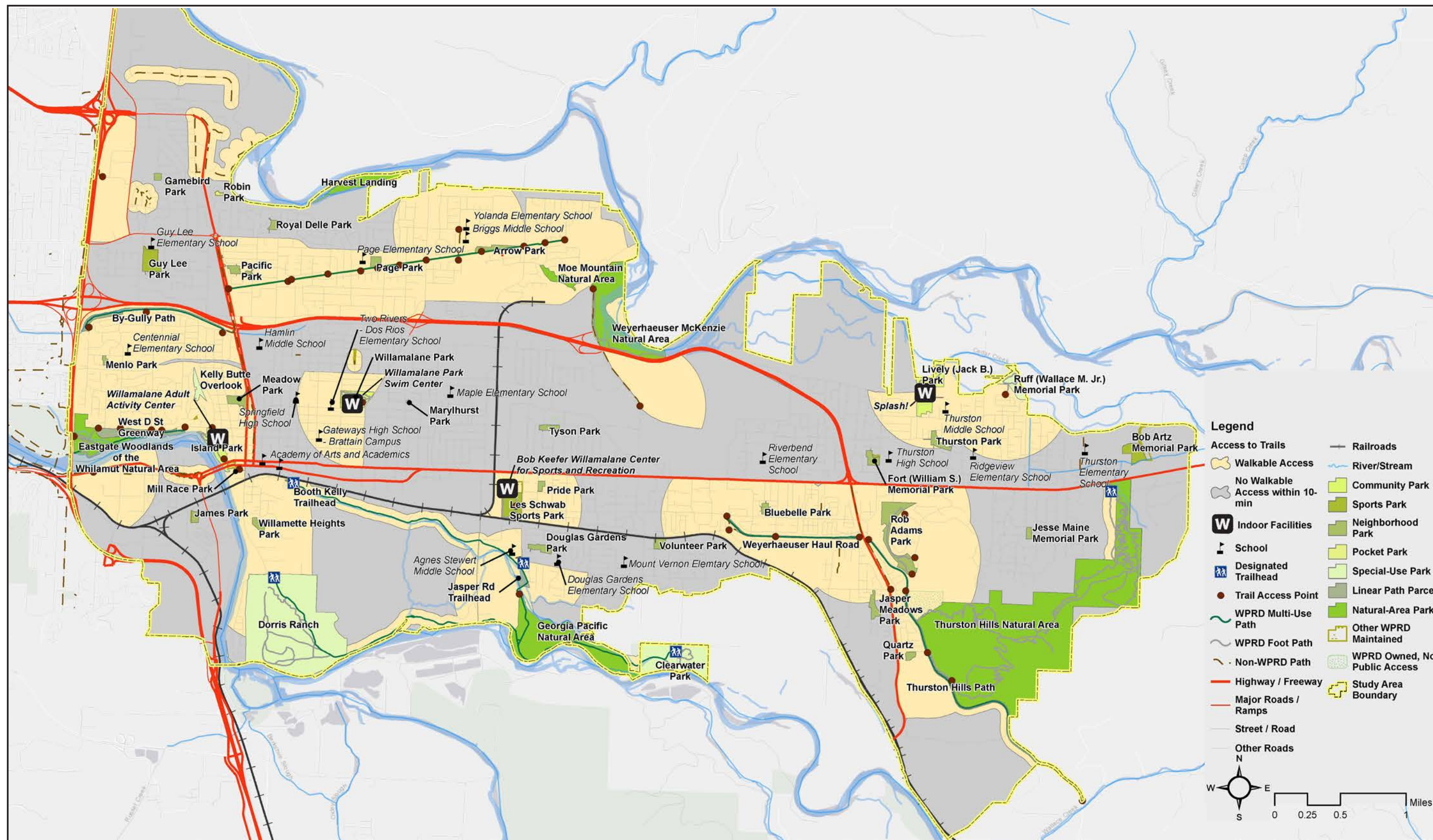


Figure 32: Springfield Areas Within One-Half Mile Service Area to Trail Access Point



## Public Engagement—Trails Use and Desires

As part of the community engagement for the comprehensive planning effort, Willamalane hosted focus groups, distributed community surveys, and conducted stakeholder interviews. A priority for Willamalane throughout this process was to obtain input from a broad demographic across the entire district to better understand needs across the numerous communities. Input was gathered from the Springfield Bicycle and Pedestrian Committee (BPAC), City of Springfield staff, and a targeted focus group to further clarify trail needs. Participants included Rivers to Ridges and Lane County Transportation staff (to best understand the regional vision), members representing the Latinx and tribal communities, and those attending a targeted focus group specifically dedicated to accessibility and inclusion discussion. A targeted focus group to gather teen input suggested hiking opportunities were a top recreation interest for this group. Input was used to shape and define this and other sections of the plan.

While some nuances exist in terms of user desires among the various communities throughout the district, needs assessment survey results indicated that a majority feel that the most important needs within the district are more trails and bike paths.<sup>4</sup> This does not suggest that the trails network is not meeting the needs of the community. In fact, a substantial majority of survey respondents use recreation trails and paths at least once a month, while nearly half of respondents use them weekly or daily. Three top priorities that the community feels would help improve the existing network include:

- More soft-surface hiking trails in scenic settings
- Improved connectivity between existing trails
- More accessible walking trails

## Previous Trail Planning Efforts

This plan recognizes the various trail planning efforts that have occurred in the past as well as those currently ongoing. Goals, policies, strategies, and actions were analyzed to gain a broad perspective of district-wide efforts and to assist in developing goals and strategies for this plan. The intention is to help ensure consistency between plans and foster collaboration between the various jurisdictions involved in trail planning within and

adjacent to Willamalane’s boundaries. The following plans were just a few of the documents reviewed:

- Rivers to Ridges Vision (2003 & 2023)
- Willamalane Park and Recreation Comprehensive Plan (2012)
- Lane County Sea to Summit Parks & Open Space Master Plan (2018)
- City of Springfield 2035 Transportation System Plan (2020)
- Lane County Bicycle Master Plan (2022)

Oregon’s Statewide Comprehensive Outdoor Recreation Plan (SCORP) adds additional perspective on prioritizing trails both regionally and within the county.

Since the completion of Willamalane’s last comprehensive plan in 2012, the district has prioritized trail improvements that met goals and strategies identified in the plan. These improvements include: a new soft-surface trail system at Thurston Hills Natural Area for hiking and mountain biking (10 miles), completion of the Middle Fork Path providing a paved multi-use corridor along the Willamette River to Dorris Ranch (final mile-long section of the four-mile path), and construction of the Mill Race Path which provides paved multi-use path connection from downtown Springfield to the center of the Middle Fork Path along the Willamette River (three-miles). In addition, the paved Weyerhaeuser Haul Road (four-miles) is now open to the public for use and portions of this trail have been improved. See [Section 9](#) for goals, strategies, and action items that include trails and pathways.

## Level of Service Comparisons

Using Bend, OR, Olympia, WA, and Missoula, MT as peer communities, the combined miles of trail provided per 1,000 residents averages to 0.374. A service level of 0.645 miles per 1,000 residents presents the highest ratio of miles of trails compared to residents among the three communities. Willamalane compares favorably by achieving a ratio of 0.545 miles per 1,000 residents. Willamalane is not proposing a LOS standard for trails to guide expansion in this plan. Future growth and expansion of the trail system will be determined based on the need for improved access, greater connectivity, and the community’s desire for additional trail opportunities.

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<sup>4</sup> When asked to assign a level of importance for future improvements, 69% of statistically valid survey respondents rated trails and bike paths either a “4” or “5” on a scale of 1 – 5; 5 being very important and 1 not important.



## Trail Users

Willamalane recognizes that there are a range of trail users, and the plan development process attempted to reach existing and potential user types for consideration in priorities for future trail projects. At a high level, and as identified during the public engagement process, potential trail users include walkers/runners, hikers, bicyclists, mountain bikers, and equestrians.

## Challenges

While Willamalane’s trail network continues to evolve, understanding shortcomings will help to ensure that the community’s needs are met. Public feedback throughout the plan development process provided a window into these challenges, which have been categorized under five themes: connectivity, access, safety and comfort, overcrowding, and trail variety.

## Connectivity

Through observing the trails map and quantifying the miles of trails throughout the district, the trails network presents many strengths and opportunities. However, one key challenge of the network is connectivity. Addressing gaps identified within the current system could improve user experiences through better interconnected trails throughout the area. Further, the same can be said for connectivity to the regional network and those trails that lie beyond Willamalane’s boundaries, such as those that provide routes into Eugene or those between east Springfield and Thurston Hills, for example.

## Access

Access is a key issue that has a significant impact on usage, equity, and user experience. As described in the section above, accessibility to Willamalane trails varies across the district. Some neighborhoods contain greater levels of access due to proximity, trailheads, and other features that make using the trails easier for some than others.

In addition to proximity, access also includes consideration for a range of users with varying abilities. While the community is generally satisfied with the opportunities available, many are concerned that maintenance, upgrades, and additions should afford greater access for users of all ages and abilities, including those with needs identified in the Americans with Disabilities Act.



## Safety and Comfort

Another theme that emerged from community feedback involved the perceived safety and comfort of the trail network. The COVID-19 pandemic led many more people to get outside and explore the outdoors, particularly in their local environments. As such, the trail network saw an increase and greater diversity of users. One area of concern is the safety and comfort of bicyclists versus users on foot or other slower moving modes. Friction occurs when these higher-speed users interact with slower users in close proximity, causing some level of discomfort for each. Community members have suggested that more designated, separated facilities for different users are needed in high traffic areas. This includes both the open space trails network and the on-street walking and biking network.

Another area of concern involves the lack of amenities along Willamalane’s trails network. The amenities mentioned each contribute to user experience and are intended to enhance the experience and attract a greater diversity of users. The requested amenities include:

- Designated bike parking
- Signage and wayfinding
- Path and trail lighting
- Additional shade
- Restrooms
- Regularly spaced benches
- E-bike/e-scooter charging stations



Finally, maintenance was a significant concern across the district. While it has an impact on user experience, maintenance also has implications on user safety. All demographics and age groups that participated in the needs assessment survey highlighted a desire for enhanced maintenance, making it a key priority in this planning effort.

### Overcrowding

Over the past few years and particularly during the height of the COVID-19 pandemic, hiking activities have risen in popularity, drawing more visitors to trails with scenic vistas, especially near populated areas. Willamalane is fortunate to have a rich natural environment for community members to enjoy; however, with limited accessible scenic vistas, concern has arisen regarding potential overcrowding at regional overlooks. Community members have suggested that providing access to additional scenic points could help to reduce these impacts. Within Willamalane’s boundaries, Springfield Butte and Vitus Butte are two examples of locations that could offer alternatives and help to spread out users between regional overlooks in the future.

### Trails Variety

The access section discusses the desire for a wider demographic of user types to be able to utilize Willamalane’s extensive trails network. A potential solution would be to provide a greater diversity of trails that provide a larger array of options for different users. The

mountain bike community, for example, cited a need for additional trails for beginners and those new to mountain biking who may find the existing network too advanced or technical. Another user group that expressed a need are equestrian users. Equestrian accessible trails largely exist beyond Willamalane’s boundaries, and the key is to provide access points that offer connectivity from the district. While these two user groups are more niche, they speak to the popularity of Willamalane’s trails network and the varying types of users.

### Project Prioritization

The criteria for prioritizing new trails (or extending connections for existing trails) within Willamalane’s trail network is derived from both regional planning efforts and the community input referenced in the engagement section. The community engagement efforts completed for the comprehensive planning process revealed the following community priorities for trails: soft-surface hiking trails in scenic settings, connectivity between existing trails, and accessible walking trails. These were also among the overall top priorities for the plan (see [Section 9](#)). The recommendations listed below provide proposed criteria for evaluating progress in future development of the trail network according to these priorities. It also provides general recommendations for improvements to Willamalane’s trail network in order to meet the comprehensive plan goals.



## Evaluative Criteria for Project Prioritization

Criteria can be helpful to prioritize future trail and pathway projects. The following provide options for such criteria:

- Soft-surface hiking trails in scenic settings
  - Identify scenic locations within district boundaries
  - Measure miles of soft-surface hiking trails (existing and planned)
- Connectivity between existing trails in areas where off-street connections are missing in the trail network
  - Priority connections should be in areas where users are less likely to own a car and where alternative routes via walking or biking are not available.
- Accessible walking trails
  - Define accessibility (if beyond requirements for ADA)
  - Track quantity (through miles of trails and consecutive trail mileage) of accessible trails available in the district.
- Miles of trails per 1,000 residents
- Apply equity criteria (population impacted, household income, diversity, and crime index). See Appendix 8.

## Key Findings

- Incorporate recommendations from the Rivers to Ridges Vision Update, particularly where it overlaps with Willamalane’s key priorities.
- When developing new trails or repairing existing trails, try to include desired amenities, such as designated bike parking, signage and wayfinding, trail lighting, shade, restrooms, places for rest such as benches, and e-bike/e-scooter charging stations.

- Identify highest use trails where friction exists between user types (e.g., bicyclists and pedestrians). Consider creating separated facilities along these segments.
- *Figure 32* identifies underserved areas in central Springfield and in the Thurston area. Potential solutions may be (1) an extension of the The By-Gully Path across Pioneer Parkway to central Springfield and (2) an extension of the Levee Path east along the McKenzie River, connecting to Game Farm Road. North Thurston (NE Springfield) has no connectivity into the western parts of Springfield.
- There is a gap in the network between Island Park and Booth Kelly Trailhead, between the EWEB Path and the Levee Path, between the Levee Path and Thurston, between the By-Gully Path and Eastgate Woodlands.
- There is a desire for additional access points to the Middle Fork Path trail network. Major barriers within the region limit bike and pedestrian connectivity. Willamalane should work with partners to reduce barriers by creating safe crossings to: Highway 126, railroads, Main Street, 29th St., and 42nd St. Industrial land in central Springfield also serves as a significant east/west barrier.
- There is a demand for trail access to and along the McKenzie River.
- Look for opportunities to connect to trails or other recreational opportunities outside of the district boundary (i.e., to Armitage Park, Coburg, over Hayden Bridge, to BLM land, to Howard Buford Recreation Area, to future Glenwood riverfront, and to Wallace Creek Road.)
- There is demand for additional trailhead and access points to Thurston Hills Natural Area.

# 8

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## Delivery of Services

This section includes key findings from assessments of Willamalane’s organizational and financial practices, its recreation delivery system, and park maintenance and operations practices, the full content of which can be found in Appendix 1. Also included in this section are assessments of external communication and Willamalane’s approach to DEI and facilitation of a sense of belonging. Key findings from each assessment are presented in this section.



## Key Findings: Organizational and Financial Analysis

The purpose of this analysis is to carefully review the district's investment in parks and recreation services by looking at staffing and finances. The analysis included review of financial records made available by Willamalane staff. COVID-19 was considered as the pandemic skewed the historical review of the district's staffing, finances, and program participation. As a result, data from pre-pandemic in 2019 was included (and sometimes prioritized) in the analysis.

The analysis is found in Appendix 9, the key findings are provided below:

- Intermittent facility closures and decreased service delivery have resulted from a lack of frontline staff and inability to recruit candidates. Some of this may persist from the COVID-19 pandemic.
- Willamalane invests an appropriate amount of tax support in delivering parks and recreation services in comparison to a typical parks and recreation agency serving a similarly sized population.
- Willamalane's cost recovery demonstrates a high functioning park and recreation agency. The application of its resource allocation philosophy drives budget and programming decisions.
- A significant number of Willamalane residents (69%) may support bond measures for specific projects.
- Many alternative methods of financing and efficiencies that reduce funding needs for park and recreation agencies are available to Willamalane.
- Willamalane's current System Development Charge (SDC) methodology needs to be updated.
- Willamalane's distribution of positions suggests that the district is understaffed in park maintenance and has above average staffing in recreation delivery.



## Key Findings: Recreation Assessment

The analysis of Willamalane’s recreation programming is intended to assess the effectiveness of the district’s provision of community recreation facilities and programs. The general overview considered programs and services based on staff interviews, community engagement findings, the needs assessment survey, and Willamalane’s Recreation Program Plan 2022 – 2024. This plan includes goals for each functional area of the Recreation Services Division (Appendix 9). To accurately assess the recreation program, pre-pandemic data (2018-19) was used in some instances. Current data was used for areas where the pandemic was less impactful. The full assessment is in Appendix 9. Key findings are as follows:

- Survey data demonstrates that the overall community recreation needs of district residents are being met. A variety of recreation activities were identified in the engagement process and needs assessment survey. Some examples of proposed activities include: community farmers markets, inclusive programs, enrichment classes, art programs, and martial arts, and special events.
- The community Willamalane serves is becoming more diverse. The district can understand and meet the community’s changing needs by partnering with agencies or community organizations, conducting continual and meaningful engagement, and implementing the district’s DEI Strategic Action Plan.
- Gaps exist in adult (20 – 54) and older adult (55 – 85+) programming. The adult population makes up 46% of district residents and older adults make up 30%, but only 23% of enrichment programs (combined) target these age groups that make up 35% of program registrations. As community members continue to age, an increasing need for additional programming to meet the needs of older adults is anticipated. Most programs take place at the Adult Activity Center, which is already near capacity in regard to programming space. Additional space to expand programming capacity will be needed.
- Adult athletic events are in high demand, and Willamalane does not currently offer this type of programming. An athletic field demand study could help clarify the possible need for additional artificial turf fields to support adult programming and other potential use.
- Hiring and retaining aquatics staff has become very challenging due to the job market. While Willamalane has done a very good job attempting to address this issue, staff shortages have nevertheless caused temporary facility closures—largely due to fluctuating availability and retention of lifeguards. Opportunities to partner with other local aquatic facilities (sharing staff that have limited hours by policy) may assist with this challenge.
- While Willamalane does a good job surveying program participants, additional performance measures reported on a quarterly basis may help the Recreation Services Division become more flexible in changing program opportunities as needed. Specific performance measure examples are in Appendix 9.
- Staff carefully monitor program lifecycles.
- As shown in the organizational and financial analysis sections of the plan ([section 8](#)), Willamalane’s financial and staffing investment in recreation is similar in comparison to other parks and recreation agencies serving similar populations across the United States.
- Willamalane currently offers programs and activities at all hours, but is not able to meet the full extent of the community’s needs during peak hours (evenings and weekends) due to lack of programmable space and staffing.
- Willamalane has many partnerships that add great value to the Springfield community.
- A significant amount of program registration comes from out-of-district residents (30%). A district “buy-in” membership may help ensure district residents are not subsidizing out-of-district residents. This is an opportunity afforded to out-of-district residents that would allow them in-district status and fees on an annual basis.



## Key Findings: Maintenance and Operations Assessment

The assessment of park maintenance and operation practices is intended to assist Willamalane with providing safe, clean, and vibrant parks, trails, and open spaces. The evaluation, analysis, and resulting recommendations identify efficiencies and opportunities to help Willamalane meet its current and future maintenance and operational objectives.

This evaluation of maintenance and operations practices recognizes many of the same topics identified in the public input process and needs assessment survey. Overall, the need for greater resources – particularly additional staffing – has been identified as a key priority area.

The full maintenance and operations assessment is located in Appendix 9. Key findings are presented below.

- Park maintenance is sufficient to meet community needs. However, while poor maintenance is not identified as impacting participation, there is a public desire for a higher level of standard and care.
- Space at the Park Services Center is limited and requires expansion of office space, storage, vehicle parking, and staging areas to accommodate current staffing and maintenance levels. The need for space will become even more essential to accommodate additional staff recommended in this assessment.
- Willamalane recognizes the importance of an asset management program related to maintenance workload planning and equipment replacement. A full equipment risk assessment may greatly assist the district to further prioritize equipment replacement.
- Seasonal staffing related to athletic field maintenance was reduced during the COVID-19 pandemic and has not been restored.
- Willamalane’s investment in park maintenance is below the national median for typical agencies of similar size. Focus areas may include fully funding operations and maintenance for new park development when new parks are approved, and incrementally increasing funding and staffing levels closer to the typical national median.
- Willamalane could create neighborhood-based volunteer groups (e.g., Friends of Ruff Park) to assist with project work and to provide stewardship of the spaces.
- A pipeline to provide seasonal employees with opportunities for full-time positions may assist the district to fill seasonal vacancies.
- Additional park rangers may help to keep the parks safer, and also reduce maintenance and operations costs by deterring vandalism and nuisance behaviors.
- Willamalane’s maintenance manual is an exceptional resource, clearly defining standards for maintenance of park components and amenities.



## Key Findings: Natural Resources

Natural resource parkland saw the largest increase in acreage of any of the park classification types since 2012. This growth was in response to public demand and was one of the biggest identified goals within the 2012 comprehensive plan update. To understand how the district is responding to this change, a focused effort was made to look at opportunities and constraints for the planning and management of district natural areas. Feedback relating to natural areas was gathered through the public survey, staff meetings, the maintenance and operation assessment, and a focused discussion with regional partners and technical experts. Key findings are as follows:

- With a significant inventory of 920 acres of natural areas to maintain and operate, two FTE appear insufficient to provide long-term sustainable maintenance practices.
- The natural areas management budget is insufficient to adequately maintain and manage natural areas in a long-term and sustainable manner.
- Natural resource staff could be further supported through cross-training maintenance staff, community partnerships, and continuing to expand use of volunteer work groups.
- The department is very effective at obtaining grant funds. These funding sources are limited in the types of work they support.
- The district has a broad range of active partnerships that have been an effective tool for implementing projects.
- Dramatic growth has made it hard for staff to proactively plan for and make continuous progress on restoration efforts.
- There is opportunity for more education and storytelling about work being done within the natural areas.
- There is a need for trail maintenance expertise to assist with monitoring, maintaining, and building additional trails within natural areas.
- There is an opportunity to increase the use of prescribed fire and other culturally appropriate management techniques.

- The Natural Areas Management Plan is outdated and needs to be updated to serve as a more useful guide for the Natural Resources department.
- Willamalane has the opportunity to influence a number of priority projects for the region, such as: urban stormwater/green infrastructure projects, protecting riparian & floodplain areas (including Island Park Slough and Cedar Creek), expanding urban forests, and oak and prairie habitat restoration.

## Key Findings: Communication

Willamalane places a high priority on effective communication within the responsibilities of the district's Community Engagement department. The department has seven focus areas as documented in Willamalane's Community Engagement Strategic Plan, completed in 2022. The plan identifies priority projects and illustrates key responsibilities and focus areas.

### The Community Engagement Department's Seven Focus Areas:

- » Serving as a strategic partner for the district
- » Facilitating community connection
- » Helping to ensure brand consistency
- » Advocating for an exceptional patron experience
- » Marketing
- » Public relations and communication
- » Legislative affairs

During the engagement process and from the needs assessment survey, communication with the public scored as excellent, but communication with residents who do not already use parks, facilities, or programs has room for improvement. The analysis is taken primarily from the survey and feedback from targeted public engagement efforts that should be considered in order to improve communication in particular with marginalized groups within the community. These included meetings with representatives from the Latinx and tribal communities, and advocates representing individuals with disabilities.



Delivery of Services

**Communication Effectiveness**

The needs assessment’s random invitation survey demonstrated that 27% of residents did not feel communication was effective, although the open-link survey suggested only 15% thought communication was not effective. This is most likely because the open-link survey is more apt to capture program users. Overall, only 18% of survey respondents thought communication was not effective as shown in Figure 33 below.

There is some room for improvement regarding Willamalane’s communication about parks and recreation opportunities. The average rating for the Invite sample is 3.3 on a scale of 1-5, with 5 being “very effective”. The open-link rated effectiveness of communication slightly higher, with an average score of 3.6.

**How effective is Willamalane at communicating with you about parks, recreation facilities, and services?**

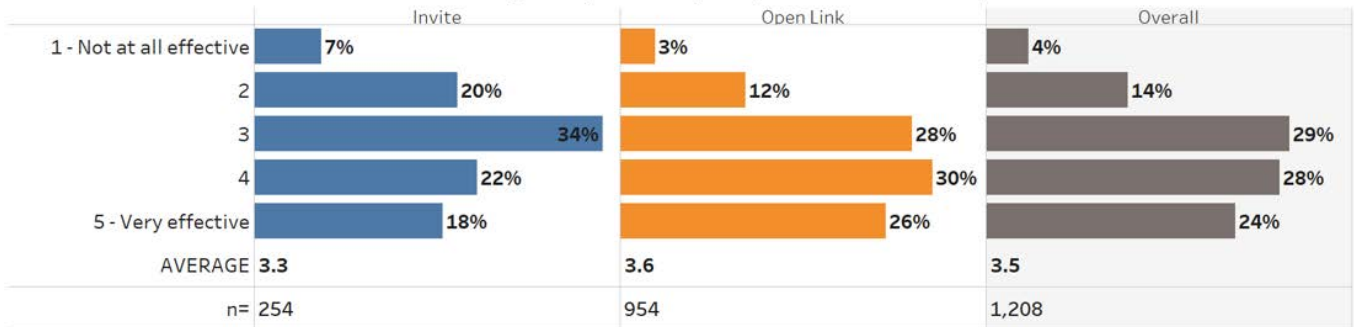


Figure 33: Communication Effectiveness

It is helpful to compare how residents currently receive information from the district with their preferences for methods of receiving information as shown in Table 22 below. Percentages sum to greater than 100% because respondents selected multiple communication opportunities.

	Current Communication Method	Preferred Communication Method
Direct Mail	63%	69%
Word of Mouth	38%	12%
Willamalane’s Website	32%	31%
Email	31%	64%
Social Media	13%	26%

Table 22: Current and Preferred Communication Methods



It may also be helpful to look at age groups in the district and the manner different generations desire to receive information as shown in Figure 34.

### Preferred Communication Methods By Age of the Invite Sample

How respondents prefer to receive information was more varied across age categories, with younger respondents preferring email over direct mail.

How do you prefer to receive information about parks, recreation facilities, and services? (Select up to 3)

	Overall	Under 35	35-44	45-54	55-64	65-74	75 or over
Direct mail	69%	61%	70%	65%	88%	75%	69%
Email	64%	82%	79%	51%	48%	47%	42%
The Willamalane website	31%	26%	32%	45%	20%	44%	19%
Social media	26%	30%	24%	40%	24%	12%	5%
Local media (e.g., TV, radio, newspaper)	25%	21%	26%	18%	30%	23%	45%
Printed publications (guides, booklets, annual reports)	18%	12%	16%	19%	27%	21%	27%
Flyers/posters at businesses	14%	21%	11%	11%	12%	2%	21%
Word of mouth	12%	14%	1%	15%	2%	24%	21%
Marketing materials at parks	9%	18%	5%	2%	8%	7%	2%
From staff at Willamalane parks and/or facilities	8%	6%	7%	18%	4%	1%	17%
Marketing materials at recreation facilities	5%	6%	1%	3%	4%	10%	5%
School email/newsletter	5%	2%	14%	7%	4%		
n=	234	37	45	37	36	50	25

Figure 34: Preferred Communication Methods by Age of the Invite Sample



### Key Findings:

- The district does an excellent job communicating with community members, especially those who are current users.
- There is room to improve communication with non-users.
- Increased use of social media as a communication channel is an opportunity.
- “Word of mouth” is effective, but is not a preferred method of communication.



## Diversity, Equity, Inclusion, and a Sense of Belonging (DEI)

### DEI Initiatives and Priorities

Willamalane’s population continues to become more diverse, is growing older, and includes a significant number of individuals with disabilities (5% more by population than the state of Oregon). To respond to this, Willamalane is making diversity, equity, inclusion and belonging a top priority for the district. In 2021, Willamalane adopted a DEI Strategic Action Plan that guides the district’s approach to diversity, equity, and inclusion.

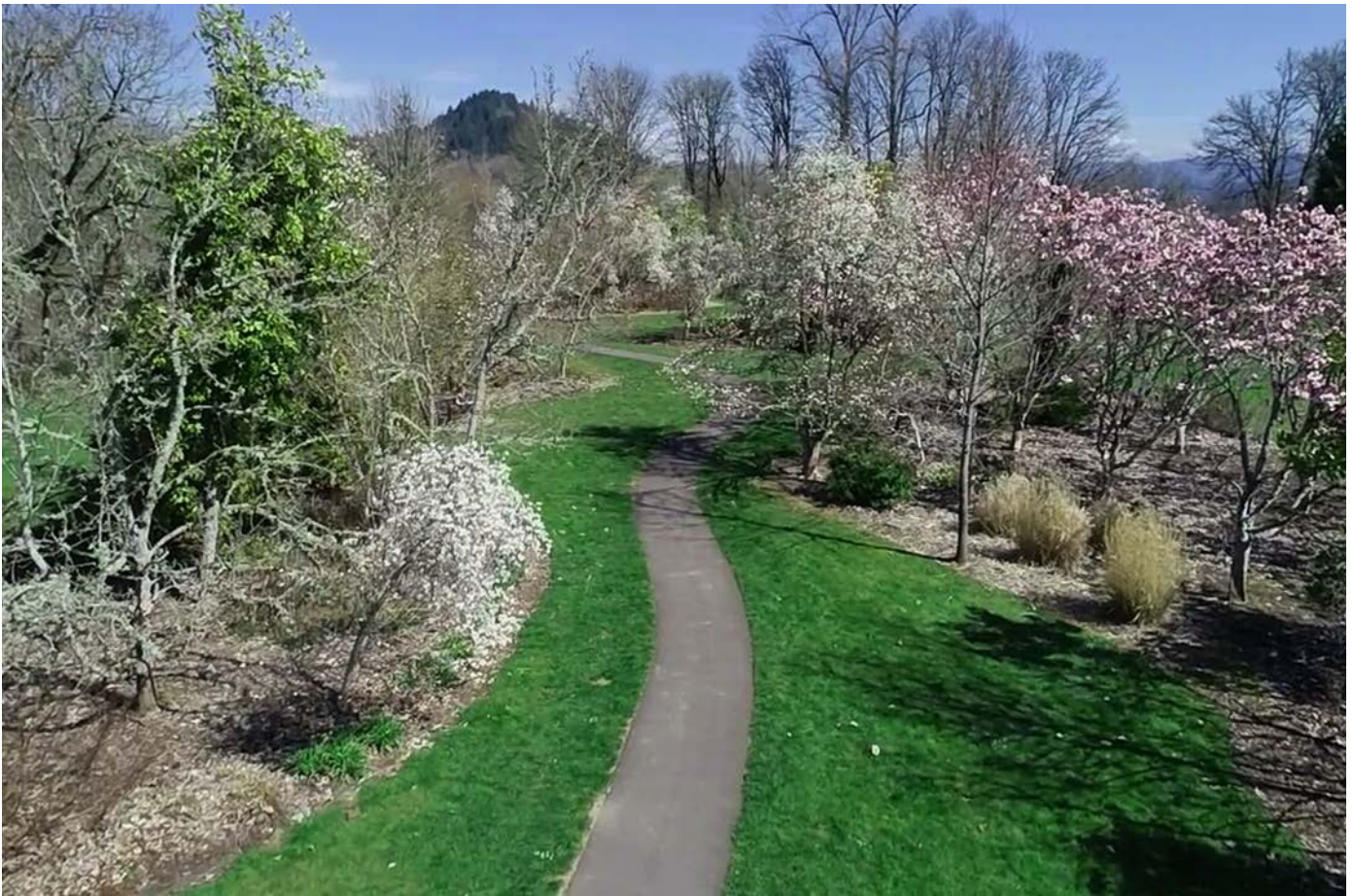
The district’s plan identifies goals that represent a three-to-five-year, comprehensive approach to DEI. The approach is intended to go beyond completing lists of tasks, instead it attempts to foster a true sense of belonging for everyone Willamalane currently serves, including staff. The plan identified nine goals and included action items directly applicable to this planning effort. See Appendix 9 for the DEI Strategic Action Plan. The spirit of these initiatives came forward in both the engagement process and in the needs assessment survey.

- » **Develop a support system for DEI initiatives**
- » **Demonstrate leadership and staff commitment and accountability**
- » **Design a cohesive and inclusive work culture**
- » **Help ensure recruitment, hiring practices, selection, and promotion processes encouraging DEI**
- » **Create and implement policies and procedures that are socially responsible for staff, stakeholders, patrons, participants, and vendors**
- » **Engage marginalized communities**
- » **Support departmental DEI efforts**
- » **Provide reasonable accommodations in the workplace**

### Meeting The Needs of All Community Members

Community engagement efforts identified key issues Willamalane can address to increase and strengthen relationships with marginalized groups within the community.

- Encouraging DEI and a sense of belonging is of the utmost importance to the community (both internally within the agency and external facing to the community).
- There is a lack of equity in the LOS for parkland. GIS analysis showed a strong correlation between parks that scored better and higher household incomes, as well as lower crime rates and lower population diversity. This means that residential areas with low-income households, higher rates of diversity and that experience higher rates of crime are receiving lower levels of service in regard to parks and open space.
- The district is becoming more diverse. Latinx populations are trending upward from 11.3% in 2010 to ~17% in 2026.
- There is demand for bilingual (Spanish) classes and programs, especially relating to arts, culture, and fitness.
- A greater relationship, connection, and access to community space and programming is desired by the American Indian and Alaska Native communities.
- There is a need for bilingual staff at the customer service desks or answering phones to reduce communication barriers.
- As Springfield’s Latinx population continues to grow, Willamalane may best meet their needs by continuing to utilize purposeful outreach methods and fully implement the district’s DEI Strategic Action Plan.
- Providing more stipends/scholarships for programs can increase diverse communities’ participation in programs and activities. Marketing these opportunities to diverse audiences can also increase awareness of these opportunities.
- There is a desire for more bilingual information in parks and facilities both to promote a sense of belonging and to increase awareness of Willamalane’s offerings.



### Inclusion Services and Adaptive Recreation

One in five district residents report some form of disability. Willamalane currently responds to this need through accommodation requests, which can be completed online. Currently, the district does not provide staffed inclusion assistant or aide positions.

Willamalane has very few specialized recreation programs. The current approach is to make Willamalane's recreation programs as inclusive as possible and practical for a wide range of participants.

Members of the topic-specific focus group suggested the following areas of focus for inclusion services.

- Continue to provide accommodations to youth with disabilities.
- Continue to address mobility needs, including those individuals who are visually challenged.
- Continue to offer scholarships and other means to help ensure an equitable fee structure for individuals with disabilities.
- Inclusion services (program participation) should remain free to both participants and support workers.
- Continue to improve accessibility in parks (per ADA Transition Plan), specifically playgrounds and consider fencing inclusive playgrounds.
- Provide interpretive signage on trails or at trailheads and online to reflect the anticipated trail experience (easy, intermediate, difficult), and to indicate conditions such as rough, steep, and declining slopes and potential barriers.
- Consider the addition of hex boards in playgrounds with communication tools.



# 9



## Moving the District Forward

Based on the research in this plan, goals, strategies and prioritized action items are provided to guide the district for the next 10-20 years.



## Key Findings, Goals, Strategies, and Actions

This section of the plan describes key findings identified during the planning process and goals, strategies, and actions to both address the key issues and position the district for future growth over the next 20 years. The goals, strategies and actions are organized into nine categories that both reflect the 2012 comprehensive plan and the changing community.

This section is organized as follows:

- Key findings identified during the planning process
- Comprehensive plan goals
- Strategies and actions with implementation timeline
- Map of 2023 proposed park improvements
- 2023 comprehensive plan projects list with operating and capital costs

### Key Findings

Key findings were identified throughout the project and are reflected in a matrix document shown in Appendix 10. The document shows where the findings were identified, both in qualitative and quantitative data points.

The following key findings align with the goals identified in the plan:

#### CHANGES TO THE COMMUNITY

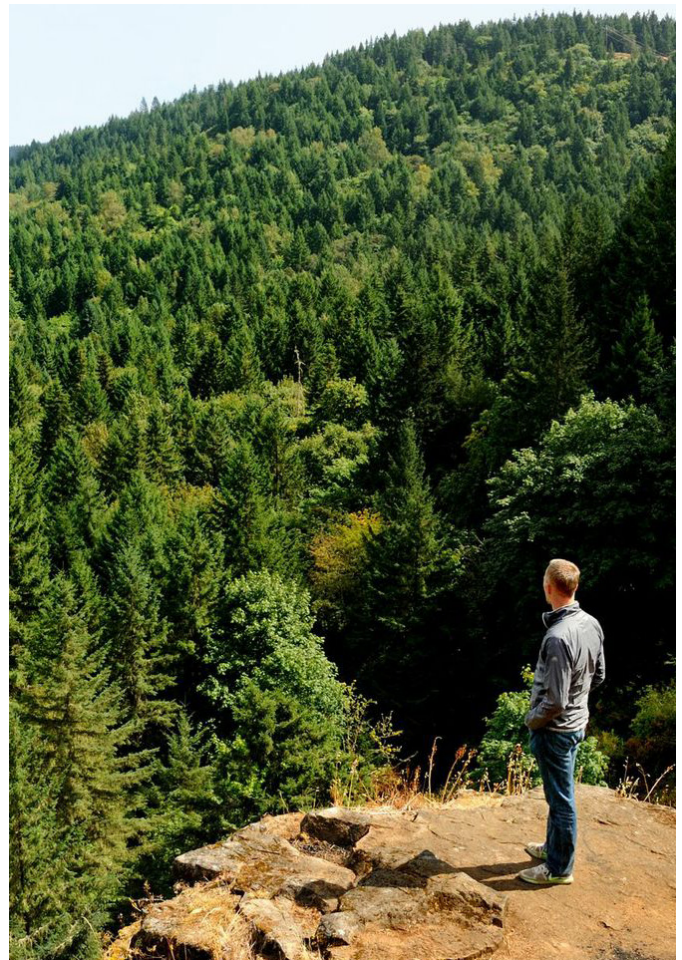
- Springfield’s population is expected to experience modest population growth in the next 10 years and is growing older. The median age of district residents is projected to increase from 34.6 in 2010 to 38.6 in 2026.
- The percent of adults 55+ is projected to increase from 25% in 2010 to 31% by 2026.
- The number of younger community members (ages 0 – 14) is trending downward, but is projected to become stable within the next five years.
- A significant percentage of district residents (18%) lives below the poverty level.
- Almost one in five district residents have a disability, which is greater than the state of Oregon (See [section 3](#)).
- Obesity affects the lives and health of 29% of the community. Willamalane is in a unique position to make a positive impact on the community’s health.





## Parks and Natural Areas

- The district does not have an inventory of undeveloped land and should place a priority on future acquisition to not fall behind current service levels.
- There has been significant growth in natural areas, from 186 acres of natural area and no dedicated natural resource staff in 2012 to over 900 acres of natural areas and two full-time staff dedicated to planning and managing these areas.
- Thirty-two percent of community residents have walkable access to a park within a 10-minute walk; 45% have some access but not an adequate amount, and 23% lack access. Various perceived and actual barriers may be limiting walkable access.
- Overall, 289.70 acres will be needed to maintain current standard of LOS by 2035.
- The LOS can be greatly impacted by adding or improving additional components/amenities in parks—particularly restrooms, courts, shelters, shade, etc. Fewer than half of survey respondents feel their park amenity needs are met.
- Park maintenance is more frequently reactive than proactive at times due, in part, to staffing needs both in approved positions and ability to recruit qualified applicants.
- A majority of community members favor both taking care of existing assets and expanding the park system.
- Many playgrounds use engineered playground chips, which meet ADA requirements but provide limited inclusive opportunities in terms of accessibility.
- Athletic fields are well used. Expanded capacity could be gained with additional artificial turf fields.
- Natural areas are important to the community, and there are unique opportunities to acquire and preserve additional parkland for this purpose.
- Almost everyone lives within a one-mile drive to parks with outdoor recreation components.
- Restrooms at parks are a top priority—permanent restrooms rather than portable restrooms as well.



- Region-based park maintenance plans, generated by the maintenance team, may increase staff efficiency and effectiveness.
- Annually, the district invests \$1,932 per acre in park maintenance, far below the median of \$9,642 that a typical agency may invest. This is primarily due to the amount of open space/natural areas the district manages that are less expensive to operate and maintain than developed parks.
- The community desires new recreation improvements not currently available within the district, such as bicycle pump tracks and splash pads, as well as additional items like BBQ grills and more disc golf courses.
- The district should infill existing parks with additional amenities, where needed, to improve equity across the community.

- Taking care of existing assets should be a district priority, including dedicated budgeting for renovation and replacement of all major capital assets.
- Survey respondents from households with children desire trails and bike paths, better maintenance of existing parks and recreation facilities, and an outdoor swimming pool.
- Willamalane recognizes the importance of an asset management program related to equipment replacement. A full equipment risk assessment may greatly assist the district to prioritize equipment replacement.
- The natural areas management budget is insufficient to adequately maintain and manage natural areas in a long-term sustainable manner.
- Willamalane could create neighborhood-based volunteer “friends groups” for parks to assist with project work and to provide stewardship opportunities for park spaces.
- Natural resource staff could be further supported through cross-training maintenance staff, community partnerships, and continuing to expand use of volunteer work groups.
- The district is very effective at obtaining grant funds. These funding sources are limited in the types of work they support.
- The district has a broad range of active partnerships that have been an effective tool for implementing projects.
- There is a need for trail maintenance expertise to assist with monitoring, maintaining, and building additional trails within natural areas.
- There is an opportunity to increase the use of prescribed fire and other culturally appropriate management techniques.
- The Natural Areas Management Plan is outdated and needs to be updated to serve as a more useful guide for the Natural Resources department.
- Natural resource staff should prioritize projects relating to: urban stormwater/green infrastructure, protecting riparian & floodplain areas (including Island Park Slough and Cedar Creek), expanding urban forests, and oak and prairie habitat restoration.

## Trails and Pathways

- Soft-surface trails in scenic areas are the most desirable additions for the community, followed by increased connectivity and accessible walking trails.
- There is a lack of access to trails in central Springfield. East Springfield (north Thurston area) lacks connectivity to a multi-use path system.
- Desired amenities along paths and trails include designated bike parking, signage and wayfinding, trail lighting, shade, restrooms, places for rest such as benches, and e-bike/e-scooter charging stations.
- Consider creating separated facilities along segments where user friction exists.
- Gaps in the network exist between Island Park and Booth Kelly Trailhead, the EWEB Path and the Levee Path, Levee Path and Thurston, and between The By-Gully Path and Eastgate Woodlands.
- There is a desire for additional access points to the Middle Fork Path.
- Major barriers within the region limit bike and pedestrian connectivity. Willamalane should work with partners to reduce barriers. Consider safe crossings to: Highway 126, railroads, Main Street, 29th St., and 42nd St. Industrial land in central Springfield also serves as a significant east/west barrier.
- There is a demand for trail access to and along the McKenzie River.
- Look for opportunities to connect to trails or other recreational opportunities outside of the district. Consider providing equestrian access when appropriate.
- There is demand for additional trailhead and access points to Thurston Hills Natural Area.

## Community Recreation Facilities

- Outdoor pool and/or water play amenity were a high priority for community members, as expressed in both the statistically valid survey and at intercept opportunities.
- The Adult Activity Center requires an expansion or a second similar facility to meet the needs of older adults over the next 10 – 20 years.



### Community Recreation Programs and Services

- Programs for older adults are sometimes difficult to access because classes fill up quickly. The programs are very popular and parking can also be a barrier to participation. The Willamalane Adult Activity Center has limited space for both parking and building expansions to address these needs.
- Adult athletic events are in high demand, and Willamalane does not currently offer this type of programming. An athletic field demand study could help clarify the possible need for additional artificial turf fields to support adult programming and other field use needs.
- Walking and swimming are the two largest participatory fitness activities within the district and remain a priority for community members. Primary desires for recreation programs include community farmers markets, inclusive programs, enrichment classes, food access programs, and music and dancing events in the parks (Salsa, swing, and Bachata).
- Teens desire similar recreation activities to adults—walking, swimming, and hiking. They prefer activities that allow them to be social in their otherwise structured and busy lives and alternatives to competitive sports available through school, such as PE games and activities.

### Management, Finance, and Partnerships

- The district invests an appropriate amount of tax support in delivering parks and recreation services. The district’s cost recovery model demonstrates a high functioning parks and recreation agency.
- Community members (69% of randomly selected survey respondents) support a future bond referendum for specific projects.
- Many alternative methods of financing and efficiencies that reduce funding needs for parks and recreation agencies are available to the district.
- The district’s current System Development Charge methodology is out of date, and a methodology update needs to be completed.
- Recent increases in unhoused community members in parks, vandalism, theft and dumping of waste suggest a need for an expanded park ranger program.

### Communication

- A large majority of district residents feel communication is good—only 27% of randomly selected survey respondents suggested communication was not effective.
- A majority (86%) of community members are familiar with Willamalane parks, facilities, and services; however, there is room for improvement in communication and outreach to non-users of district parks and services. Over 65% of randomly selected survey respondents are unaware of available recreation programs.
- The community desires additional survey engagement, such as an annual or bi-annual survey.
- District residents receive information in many of the ways they prefer; however, survey results indicate that only 13% of district residents receive information by social media, although 26% would like to receive information by social media.
- Residents desire additional bilingual information in parks and facilities.
- While Willamalane does effectively survey program participants, additional performance measures reported quarterly may help the Recreation Services Division to become more flexible in altering program opportunities as needed.

### A High Functioning Team

- Willamalane has strong leadership and a very positive culture as was expressed during staff input opportunities, community leadership stakeholder meetings and during the general public input opportunities.
- The district’s distribution of positions suggests that Willamalane is understaffed in park maintenance and overstaffed in recreation delivery. Collectively, the district is well staffed with full-time positions within what a typical agency would employ.
- A comparative pay-scale analysis may greatly assist with recruitment and retention, especially in the Aquatics program. Part-time seasonal wages may lag behind market rates, making recruitment and retention challenging.
- Seasonal staffing presents a challenge given the difficulty of attracting candidates for casual positions.

- There is increasing demand placed on park maintenance positions based on recent escalation of nuisance behavior in the park.
- Hiring and retaining staff has become very challenging due to the job market. While Willamalane has focused efforts to address this issue, staff shortages have nevertheless caused temporary aquatic facility closures, largely due to fluctuating availability and retention of lifeguards. Opportunities to partner with other local aquatic facilities may assist with this challenge.
- Historic seasonal staffing levels related to athletic field maintenance were reduced from five to two positions prior to the COVID-19 pandemic and those positions have not yet been restored.
- A pipeline to provide seasonal employees with opportunities for full-time positions may assist the district to fill seasonal vacancies.

### DEI and a Sense of Belonging

- Encouraging DEI and a sense of belonging is of the utmost importance to the community (both internally within the agency and external facing to the community).
- There is a lack of equity in level of park services. There is a strong correlation between better parks and higher household income, lower crime rates, and lower population diversity. This means that residential areas with low-income households, higher rates of diversity and that experience higher rates of crime are receiving lower levels of service in regard to parks and open space.
- The district is growing more diverse. Latinx/Hispanic populations are trending upward from 11.3% in 2010 to about 17% in 2026. There is demand for bilingual (Spanish) classes and programs of all sorts, but especially relating to arts, culture, and fitness.
- A greater relationship, connection, access to facility space, and programming is desired by American Indian/Alaska Native community members.

- Having bilingual staff at the customer service desks and/or available over the phone can greatly reduce communication barriers.
- Willamalane will best meet the needs of the Latinx community by continued, purposeful engagement and continuing to implement the district's DEI Strategic Action Plan.

### Comprehensive Plan Goals

The following seven goals reflect an increased emphasis on DEI and a sense of belonging, reinforce the community's desires for pathways and trails, and establish a focus on retaining the district's high-performing staff. Collectively, the goals serve as a foundation for meeting the district's mission and values, in line with its adopted core values.

- Goal 1: Continue to operate the district at naturally accredited CAPRA standard.**
- Goal 2: Provide a safe and equitable system of parks and natural areas.**
- Goal 3: Provide an easily accessed and connected system of paths and trails.**
- Goal 4: Provide access to high-quality and affordable recreation facilities.**
- Goal 5: Strive for a high standard of care for the maintenance of parks, trails, and facilities across the district.**
- Goal 6: Offer recreation programs and services that respond to district needs and encourage healthy lifestyles.**
- Goal 7: Be a responsible steward of district resources and partnerships.**



## Strategies and Actions

This section describes strategies and actions for acquiring, developing, improving, and managing Willamalane Park and Recreation District over the next 20 years. Seven overarching comprehensive plan goals serve as the genesis for a series of strategies and actions, which provide a roadmap the district can employ to maintain and enhance efficiencies and service to the public.

Some of the strategies include actions that have been prioritized into ongoing, short-term (1-5 years), mid-term (6-10 years), and long-term (11+ years) projects. Higher priority actions include projects that address more pressing needs or provide a broader community

benefit, per the analysis of this plan. Willamalane should attempt to implement proposed projects in the most efficient means possible, using the prioritization as a guide while also allowing for opportunities as they present themselves. Current best practices should also be utilized during implementation of all of the proposed actions and the correlating projects listed in the Capital Project List (Appendix 11.)

Numbers included at the end of actions in parenthesis are references to similar actions included and carried forward from the Willamalane Park and Recreation Comprehensive Plan, 2012. More information on capital projects can be found in the project list, Appendix 11.

### GOAL 1. CONTINUE TO OPERATE THE DISTRICT AT A NATIONALLY ACCREDITED (CAPRA) STANDARD.

#### Strategy 1.1: Review and update plans, policies, and procedures to align with the changing needs of the community.

- a. Update Willamalane’s Park and Recreation Comprehensive Plan per the district’s administrative policies. Include an assessment of community needs and a review of the district’s vision statement and core values as a part of this effort. (11.17)
- b. Review and update divisions and department guiding plans on a regular basis.
- c. Regularly assess policies and procedures to keep them current and useful for district staff and community members.
- d. Provide documentation for the CAPRA self-assessment annual reviews.
- e. Keep district technology current and up to date. (11.3)

#### Strategy 1.2: Strive for effective and transparent communication.

- a. Continue to build the district’s brand.
- b. Prioritize internal communication.
- c. Enhance equity in communication and outreach.
- d. Continually evaluate and choose the most effective way to communicate with the public.
- e. Increase marketing to non-users of district parks, programs, and facilities.
- f. Increase direct community outreach efforts. (11.8)
- g. Partner with TEAM Springfield to expand communication to youth and teens.
- h. Provide more bilingual signage in parks and facilities to create a welcoming environment.
- i. Work with TEAM Springfield partners to expand wayfinding to district services and amenities throughout the district.

**Strategy 1.3: Prioritize Willamalane resources to best serve community members of all abilities.**

- a. Ensure compliance with all ADA updates.
- b. Perform annual reviews and regular 5-year updates to the district’s ADA Transition Plan (2021) to keep it current.
- c. Actively work towards making sure all aspects of Willamalane’s parks, facilities, programs, and services are as inclusive as reasonably possible.
- d. Promote inclusive programming and employ strategies to help ensure that community members with disabilities are aware of how to access programs.
- e. Provide training and increase awareness of Willamalane’s inclusion services among district staff.

**Strategy 1.4: Integrate diversity, equity, inclusion (DEI) in every facet of district services.**

**Ongoing Actions** (Occurs continually)

- a. Implement the district’s DEI Strategic Action Plan with the support of the DEI Committee, staff, partners, and consultants.
- b. Update the DEI Strategic Action Plan based on feedback from internal and external stakeholders on a 3-5 year basis.
- c. Actively partner with community groups that do work to support marginalized communities in the district.

**Short-term Actions**

- d. Broaden access to translation services so they are readily available for district staff.
- e. Explore forming steering committees to focus on communication and collaboration with marginalized community members.

**Strategy 1.5: Prioritize workplace culture.**

- a. Enhance job effectiveness by providing ongoing staff development and training. (11.4)
- b. Continue to provide professional development opportunities for district staff.
- c. Continue exploring options to promote a more flexible work environment.
- d. Provide and encourage staff engagement opportunities that contribute to a positive workplace culture.

**Strategy 1.6: Strengthen employee recruitment and retention.**

- a. Conduct a salary survey every 3-5 years. (11.6)
- b. Work with the DEI supervisor to incorporate recruitment and hiring practices that support diversifying Willamalane’s workforce.
- c. Provide a district-wide orientation to new staff.
- d. Strengthen internship programs to create a pipeline for entry level positions; partner with local colleges/ universities within certificate training programs and practical experience opportunities for students (Lane Community College, University of Oregon, & Springfield Public Schools).
- e. Work with regional partners to identify opportunities to address staffing constraints in aquatic facilities.
- f. Continue providing seasonal employees with opportunities for permanent positions to assist with filling vacancies.
- g. Increase bilingual staff at the customer service desks to reduce communication barriers.



**GOAL 2. PROVIDE A SAFE AND EQUITABLE SYSTEM OF PARKS AND NATURAL AREAS.**

**Strategy 2.1: Improve existing parks to enhance the district’s current level of service.**

**Ongoing Actions** (Occurs continually)

- a.** Prioritize investments to increase overall equity in planning and delivering park improvements.
- b.** Increase levels of service in high priority areas by infilling amenities and recreation components where opportunities exist.
- c.** Address low-scoring components and amenities within existing parks by upgrading and replacing these where appropriate.
- d.** Replace/upgrade playground equipment needs based on the low-scoring amenities list, Willamalane’s internal replacement schedule, and life expectancy. Replace with all-inclusive playground equipment and fall protection surfacing when possible.
- e.** Place a focus on accurately acknowledging the contributions of people of American Indian and Alaska Native heritage, especially in art, interpretation, and naming opportunities in parks and facilities.
- f.** Enhance habitat and provide natural area supporting amenities within developed parks. This could include, green infrastructure, expanding urban forest, short nature trails, nature play elements, and/or signage and interpretation.
- g.** Seek opportunities to provide additional high demand recreation improvements within the park system, including community gardens, water play, nature play, bike pump track, off-leash dog parks, river access, disc golf, and pickleball. (7.5, 7.6, 7.8, and 7.9)
- h.** Work with partners to include additional outdoor fitness parks in the district as opportunities arise. Consider locating them adjacent to schools and swim or fitness facilities.
- i.** Work with community partners to actively preserve and protect historic and cultural resources in the district.
- j.** Continually update the Historic and Cultural Resources Management Plan to integrate best practices into the management of historic and cultural resources within the district.

**Strategy 2.1 Continued: Improve existing parks to enhance the district’s current level of service.**

**Short-term Actions (1-5 years)**

- k.** Proactively work with the community and partners to plan and design for future park and trail projects: Booth Kelly Trailhead to Middle Fork Path Connector, Dorris Ranch, Guy Lee Park, Island Park, Moe Mountain Natural Area Multi-use Path, Wallace M. Ruff Jr. Memorial Park, and West D St. Greenway Master Plan.
- l.** Update and expand existing parks in high priority areas to improve level of service, including: Gamebird Park & Garden, Menlo Park, Tyson Park, Willamalane Park, James Park, Georgia Pacific Natural Area.
- m.** Conduct minor updates within existing parks to address failing components: Meadow Park courts and Bob Artz Memorial Park playground.
- n.** Develop an outdoor water feature in the district.

**Mid-term Actions (6 – 10 years)**

- o.** Proactively work with the community and partners to plan and design for future park and trail projects: McKenzie River Boat Access, Jack B. Lively Memorial Park Design, Rob Adams Park, Weyerhaeuser McKenzie Natural Area.
- p.** Update and expand existing parks in high priority areas to improve level of service, including: Bob Artz Memorial Park, By-Gully Pocket Park, Dorris Ranch, Eastgate Woodlands of the Whilamut Natural Area, Guy Lee Park, Jesse Maine Memorial Park, Les Schwab Sports Park, Mill Race Park, Page Park, Wallace M. Ruff Jr. Memorial Park.
- q.** Conduct minor updates within existing parks to address failing components: Douglas Gardens Park court upgrades, Fort Park playground, Heron Park playground, Pride Park playground, Robin Park playground, Royal Delle Park playground, Thurston Park playground and courts.

**Long-term Actions (11+ years)**

- r.** Update existing parks and add new recreational experiences within existing parks to improve level of service in high priority areas, including: Clearwater Park, Douglas Gardens Park, Island Park, Jasper Meadows Park, Kelly Butte Overlook, Lively (Jack B.) Park, Marylhurst Park, Pacific Park, Rob Adams Park, Volunteer Park, Weyerhaeuser McKenzie Natural Area, Willamette Heights Park.



**Strategy 2.2: Expand acreage and recreation offerings to accommodate population growth and provide parks and recreation opportunities in under served areas.**

**Ongoing Actions** (Occurs continually)

- a.** Add park space to help ensure all district residents live within a 10-minute or one-half mile walk of an adequate or high performing park.
- b.** Increase park acreage to meet adopted standards for pocket, neighborhood, community, sports and other parkland.
- c.** When developing new parks consider unique or alternative types of park spaces to best meet the changing needs of the district.
- d.** When developing new parks consider including components that are in high demand including community gardens, water play, nature play, bike pump track, off-leash dog parks, river access, disc golf, and pickleball. (7.5, 7.6, 7.8, and 7.9)
- e.** Work with SPS to improve playgrounds and increase public access to school grounds to expand level of service in the community. Prioritize efforts in neighborhoods where there is the greatest need.
- f.** Look for opportunities to acquire land to support improved capacity and access to existing natural areas, including: Harvest Landing, Thurston Hills Natural Area, Willamette Heights, and Georgia Pacific Natural Area.
- g.** Work with the City to develop a natural area park at Booth-Kelly / Mill Pond site. (3.4)
- h.** Work with TEAM Springfield partners to explore feasibility of developing an urban plaza downtown per the City’s Downtown District Urban Design Plan. (5.2)
- i.** Work with community partners and landowners to seek opportunities for land acquisition to support future planned park projects, including: Glenwood riverfront (N18), Jasper Meadows Wetland, L02, L04, L29/N26, N03, N07, N14, L11.
- j.** Work with partners to acquire land and easements to support future trail expansions.
- k.** Work with partners to acquire land along the McKenzie River as opportunities arise.

**Short-term Actions** (1-5 years)

- l.** Plan and develop new parks in areas under-served or experiencing significant growth: L10, N07.
- m.** Work with partners and private landowners to acquire land to expand recreation opportunities in no service and low service areas, including: L10, N06, N23.
- n.** Work with partners and private landowners to acquire land adjacent to existing parks in order to support expanded access and use: Bob Artz Memorial Park, Moe Mountain Natural Area, Thurston Hills Natural Area.
- o.** Work with regional partners and landowners to promote expansion of the Thurston Hills trail system onto adjacent properties.

**Mid-term Actions** (6 – 10 years)

- p.** Plan and develop new parks in areas under-served or experiencing significant growth: N27, N23
- q.** Work with partners and private landowners to acquire land to expand recreation opportunities in no service and low service areas.

**Long-term Actions** (11+ years)

- r.** Plan and develop new parks in areas under-served or experiencing significant growth: L04.

**Strategy 2.3: Improve and enhance the district's sustainability initiatives.**

- a.** Limit the district's carbon footprint. Create an internal sustainability plan with measurable goals and action items.
- b.** Consider design standards and horticultural practices that feature native and drought-resistant plants to conserve water.
- c.** Help ensure all current and future park and facility lighting is as energy efficient as possible (e.g. LED). Consider dark sky compliant lighting where possible.
- d.** Expand recycling program in district parks and facilities. (9.2)
- e.** Work with local partners to identify and address green infrastructure needs throughout the park system.
- f.** Prioritize environmentally conscious and energy efficient alternatives when replacing district's gas-powered vehicle fleet and maintenance equipment.



**GOAL 3. PROVIDE AN EASILY ACCESSED AND CONNECTED SYSTEM OF PATHS AND TRAILS.**

**Strategy 3.1: Improve connectivity and access to existing paths and trails.**

**Ongoing Actions** (Occurs continually)

- a.** Develop and expand trail system to minimize gaps, meet community desires, and provide mileage consistent with comparable communities.
- b.** Improve trail access in areas of Springfield that have limited connectivity.
- c.** Work with partners to improve on-street bike and pedestrian connections, especially when improving safe access to parks and riverfronts and formalizing on-street connections in the trail system.
- d.** Support the Rivers to Ridges Vision as a regional trails framework; incorporate recommendations particularly where it overlaps with the key priorities for Willamalane.
- e.** Expand opportunities for additional views, vistas, or viewpoints along the trail system as opportunities arise, consider Springfield Butte and Potato Hill.
- f.** Coordinate with city and county partners to explore opportunities for additional on-and off-street connections from the Middle Fork Path to neighborhoods to the north. (4.20) Possible opportunities include Dorris Ranch, east of Quarry Butte, 26th, 39th, 42nd, and Clearwater Ln.
- g.** Work with partners to design and provide additional safe crossings for pedestrians and bikes across significant barriers such as waterways, railroads, and busy roads. Specifically, to improve north/south access to rivers and existing trails, east/west access between Thurston and central Springfield, and to expand service to priority neighborhoods.
- h.** Work with regional partners to assure Willamalane is planning for and accommodating opportunities for regional bike and pedestrian connections to land outside of the district boundary, including: BLM land, Armitage Park, Coburg.
- i.** Seek opportunities to work with partners and landowners to expand the Lyle Hatfield Trail in either direction.
- j.** Seek opportunities to expand access to Cedar Creek and the McKenzie River.
- k.** Seek opportunities and work with partners to expand the Middle Fork Path eastwards utilizing on- and off-street connections as available.
- l.** Work with partners and neighbors to develop a plan for improved access to Thurston Hills Natural Area from adjacent neighborhoods.

**Short-term Actions** (1-5 years)

- m.** Work with partners to provide additional multi-use path connections to fill missing links in the existing trail network: McKenzie River Multi-use Path, South Weyerhaeuser Haul Road.
- n.** Build soft-surface trails in scenic settings: Gary Walker Trail System at Dorris Ranch, Thurston Hills Natural Area Trail Expansion.
- o.** Build new trailhead at south side of Thurston Hills Natural Area.

**Strategy 3.1 Continued: Improve connectivity and access to existing paths and trails.**

**Mid-term Actions (6 – 10 years)**

- p.** Work with partners to provide additional multi-use path connections to fill missing links in the existing trail network: Booth Kelly trailhead to Island Park, Booth Kelly Trailhead to Middle Fork Path, By-Gully Path Extensions, Glenwood Riverfront Multi-use Path West, Moe Mountain Natural Area Multi-use Path.
- q.** Conduct feasibility studies with regional partners on the siting and design of two new pedestrian bridges across the Willamette, providing access from the Middle Fork Path to Howard Buford Recreation Area and Island Park to Glenwood. Include pedestrian, bike, and equestrian access as considerations in this process.
- r.** Build soft-surface trails in scenic settings at Clearwater Park.
- s.** Expand trailhead capacity at the existing trailhead on the north side of Thurston Hills Natural Area if/as use increases.

**Long-term Actions (11+ years)**

- t.** Work with partners to provide additional multi-use path connections to fill missing links in the existing trail network: Booth Kelly Road Multi-use Path, EWEB Path Extensions, Glenwood Riverfront Path.
- u.** Coordinate with regional partners to develop bridges over the Willamette River, connecting the Middle Fork Path to Howard Buford Recreation Area and Island Park to Glenwood.
- v.** Conduct feasibility studies with regional partners on the siting and design of a new pedestrian bridge across the Willamette, providing access from Glenwood to Dorris Ranch. Include pedestrian, bike, and equestrian access as considerations in this process.

**Strategy 3.2: Provide a desirable experience for trail users.**

- a.** Make improvements to existing paths to enhance the user experience, such as benches, public art, and other amenities, especially for the By-Gully and EWEB Paths. (8.2)
- b.** Work with Community Engagement to implement a signage and wayfinding plan for trails that is inclusive and consistent.
- c.** Work with Community Engagement staff to provide as much trail user information as possible on district website so visitors can understand the user conditions.
- d.** Create and implement universal design principles in design and development of additional trails and paths.
- e.** Monitor, expand, and adapt the trail system at Thurston Hills Natural Area to meet user needs and increase sustainability of the trail system.
- f.** Provide secure bike parking at parks, with racks located near each use area.
- g.** Add self-service bike repair stations at community parks, near trails and at popular cycling destinations.
- h.** Identify potential locations for bike-share installations in partnership with local agencies.
- i.** Support development of a variety of trail types and trail experiences to meet the diverse needs and interests of the community.



**GOAL 4. PROVIDE ACCESS TO HIGH-QUALITY AND AFFORDABLE RECREATION FACILITIES.**

**Strategy 4.1: Add or expand facilities to best meet user demand in the district.**

**Ongoing Actions** (Occurs continually)

- a.** Consider development of an additional community center in southeast Springfield to meet the growing demand of the community.

**Short-term Actions** (1-5 years)

- b.** Conduct a district-wide space assessment to address programmatic and staffing needs and to develop a plan to maximize use of existing facilities. At a minimum consider the following as a part of this effort:
  - Assess space needs at the Park Services Center for storage, parking & office space needs
  - Evaluate opportunities for additional class and storage space at or near the Adult Activity Center
  - Identify best use for expansion of the Bob Keefer Center
  - Identify best use for future expansion of Splash! Swim Center
  - Assess highest and best use of rental properties
- c.** Based on results of the feasibility study for an outdoor pool, create a plan for design, construction, and management of an outdoor water recreation feature in the district.
- d.** Evaluate opportunities for additional class and storage space at or near the Adult Activity Center.
- e.** Renovate the parking lot and consider opportunities for expanding parking at the Adult Activity Center.
- f.** Explore opportunities to lease space to provide additional capacity for enrichment opportunities until new permanent community center facilities are available.

**Mid-term Actions** (6 – 10 years)

- g.** Reassess plans for proposed building expansion at Splash! including additional multi-use programming space as a part of the Lively Park Master Plan update. Consider expansion of the lobby with any building improvements.
- h.** Construct improvements identified in the Dorris Ranch Master Plan including additional community gathering/ event space at overlook on Allen Property.

**Long Term Actions**

- i.** Design and construct a building expansion at Splash! to provide additional community space. (7.2)
- j.** Incorporate recommendations from the Space Study into update to the Lively Park Master Plan. Consider expansion of the lobby with future improvements.

**GOAL 5. STRIVE FOR A HIGH STANDARD OF CARE FOR THE MAINTENANCE OF PARKS, NATURAL AREAS, TRAILS, AND FACILITIES ACROSS THE DISTRICT.**

**Strategy 5.1: Maintain a high standard of care for parks and open spaces.**

- a.** Create 5-7 additional positions to support parks and recreation service delivery as outlined in this plan:
  - Landscape and Grounds positions (3)
  - Park Rangers (2)
  - Positions to support natural areas (2)
- b.** Increase investment in park maintenance – phased over 10 years – to bring the district in line with typical park maintenance funding levels for comparable agencies.
- c.** Provide appropriate shop, office, and storage facilities to promote proactive maintenance of park spaces.
- d.** Develop and implement a plan for optimizing park restroom design and maintenance to reduce vandalism and other forms of misuse.
- e.** Work with interested partners to enhance habitat and public access to non-Willamalane properties, including: Maple Island Slough, Cedar Creek, Bureau of Land Management property, Lane County property, TEAM Springfield property, the McKenzie and Willamette Rivers.
- f.** Develop an asset management plan for equipment based on life cycle and risk of asset failure.
- g.** Address community safety concerns by increasing the availability of park rangers to seven days per week.
- h.** Review and update park maintenance standards for trash removal, graffiti and vandalism abatement, and restroom maintenance, and sustain excellent responsiveness rate for component and amenity repair or replacement.
- i.** Inventory trees in parks and create a long-term plan for tree maintenance and replacement. (9.7)
- j.** Restore athletic field maintenance staff positions that were reduced during the COVID-19 pandemic.
- k.** Work with partners to develop best practices and training opportunities for maintenance of green infrastructure facilities throughout the district.
- l.** Maintain a comprehensive playground safety program. (9.1)
- m.** Facilitate and encourage the formation of adopt-a-park groups for each park and facility. (9.5)
- n.** Maintain a GIS database as a part of the maintenance management program for the district. (9.5)
- o.** Explore expansion of the Dorris Ranch Historic District to include the Briggs House during implementation of the Dorris Ranch Master Plan improvements. (5.6)
- p.** Provide a dedicated budget for implementing the ADA Transition Plan.
- q.** Work with partners and local experts to incorporate environmentally sustainable and responsible orchard management practices at Dorris Ranch.



**Strategy 5.2: Proactively manage existing natural areas.**

**Ongoing Actions** (Occurs continually)

- a.** Continue to collaborate with and foster positive relationships with community partners, local tribes, and American Indian and Alaska Native community members to manage and maintain Willamalane’s natural areas.
- b.** Develop management plans for natural areas that currently do not have plans in place.
- c.** Develop annual work plans for effective management of natural areas.
- d.** Increase and sustain resources and staffing to account for prior and future natural area acquisitions, using comparable agencies as benchmarks.

**Short-term Actions** (1-5 years)

- e.** Update Willamalane’s Natural Area Management Plan to incorporate natural areas acquired since the plan was created. This plan should identify priority habitats and opportunities for future expansion.

**Strategy 5.3: Proactively manage and update trails and pathways in the district.**

- a.** Develop a management plan for repair and maintenance of existing soft-surface trails and multi-use paths.
- b.** Budget dedicated funds to maintain and resurface existing paths.
- c.** Create welcoming pedestrian and cyclist entrances to parks, with pedestrian and bike paths that are visually prominent, direct, and physically separated from parking lots.
- d.** Develop a plan to protect important sightlines and viewsheds to maximize trail user experience.

**Strategy 5.4: Manage facilities to create a safe and enjoyable user experience.**

- a.** Attain a comprehensive understanding of deferred maintenance, liabilities, and facility upgrades needed to provide adequate level of service and meet community and programming needs.
- b.** Assess and plan for opportunities to improve the function of existing facilities, including renovations to locker rooms, parking lots, entrance lobbies, historic and cultural resources, etc.
- c.** Budget dedicated funds for implementing renovations, updates, and addressing maintenance needs for each facility to keep them current and minimize risk of deferred maintenance.

**GOAL 6. OFFER RECREATION PROGRAMS AND SERVICES THAT RESPOND TO THE COMMUNITY'S NEEDS AND ENCOURAGE HEALTHY LIFESTYLES.**

**Strategy 6.1: Maximize participation in recreation activities across the district.**

- a. Expand programs and activities for individuals with visible and invisible disabilities in partnership with Inclusion Services.
- b. Address inactivity and obesity rates among community members through low-cost programs and activities; consider offering free health and fitness programs in neighborhood parks during spring, summer, and fall.
- c. Add additional facility hours of operation, especially evening and weekend times as space is available.
- d. Promote active lifestyles by enhancing and increasing walking and running programs for adults and seniors.
- e. Provide programs using outdoor fitness and exercise equipment in neighborhood parks.
- f. Collaborate with Lane County Public Health and regional health providers to deliver programming that supports community health initiatives.
- g. Expand community partnerships to assist in the development of parks and programming.
- h. Improve usability of the online reservation and registration system. (11.2)
- i. Expand scholarships and opportunities to meet the needs of lower-income community members.

**Strategy 6.2: Expand and adapt programs in response to the changing needs and desires of the community.**

- a. Update Recreation Programming Plan on a 5-year basis. (10.1)
- b. Maintain existing and develop new relationships with community partners to expand recreation programming focusing on specific cultural groups or for potentially underserved members of the community.
- c. Expand programs and activities for adults and older adults (55+).
- d. Expand youth recreation and skill building programs.
- e. Develop more activities and events for high school youth based on feedback from students. (10.20)
- f. Expand adult (20+) recreation to include a variety of adult athletic leagues and programs.
- g. Provide a focused effort at offering new activities in facilities and parks: walking and swimming activities, enrichment classes, food access programs, and music and dancing events (Salsa, Swing, and Bachata)
- h. Expand and maintain relationships with community organizations to collaboratively plan and offer a minimum of three multi-cultural community events each year.
- i. Establish and consistently implement participant input opportunities after all programs ensuring feedback from all communities.

For a complete list of projects and a map, please refer to Appendix 11.



**Strategy 6.2 Continued: Expand and adapt programs in response to the changing needs and desires of the community.**

- j.** Develop and report performance measures as described in the plan to evaluate the quality of recreation programs and services.
- k.** As the Latinx population in the district continues to grow, work to meet the existing and future demand for bilingual (Spanish) classes and programs that prioritize arts, culture, and fitness.
- l.** Expand education programs that support community health, food security, and nature-based learning.
- m.** Develop water-related programming, such as boating and fishing classes and activities. (10.4)
- n.** Work with community partners to expand the district’s community garden program. (10.6)
- o.** Expand self-supporting athletics programs for youth. (10.7)

**GOAL 7. BE A RESPONSIBLE STEWARD OF DISTRICT RESOURCES AND PARTNERSHIPS.**

**Strategy 7.1: Develop a long-term funding strategy for capital improvements for new facilities and upgrades.**

**Ongoing Actions** (Occurs continually)

- a.** Conduct regular updates, every 5-10 years, to the district’s System Development Charge (SDC) methodology to provide an adequate level of service as the community grows.
- b.** Prioritize marginalized communities, encouraging access to free and low-cost programs for district families.
- c.** Consider implementation of a district “buy-in” membership to help ensure out-of-district residents are paying fees that cover the complete cost of their participation.
- d.** Incorporate new funding strategies as feasible to assist with implementation of the comprehensive plan.

**Short-term Actions** (1-5 years)

- e.** Consider a general obligation bond to fund projects identified in the plan.
- f.** Update the district’s System Development Charge (SDC) methodology to reflect projects identified in the current comprehensive plan.

## 2023 Comprehensive Plan Projects and Capital Costs

Criteria for setting priorities for capital investment is recommended to be based in part on walkable access to parks and spaces, considering the LOS in each of those parks and facilities, and opportunities to meet the needs of underserved areas of the community.

Using the values scored in the previous analysis and isolating the lower service areas identified in the plan, the following analysis suggests possible priorities for future years. Gap areas were identified where available services may not be fully meeting community needs and thus present an opportunity to increase the LOS to the community.

This means that community members have access to some opportunities, but perhaps not yet at a level that might be considered adequate. Additional analysis of each of these potential gap areas includes total

population, median household income, diversity index, and crime index. These are all critical factors when prioritizing future improvements or new parkland.

The following map (*Figure 35*) illustrates sections of the district that have the greatest need to create a higher level of walkable service to parks. Areas in red and peach have the greatest need and therefore could be considered the greatest priorities based on the four equity criteria – people impacted, diversity, household income and crime index scores. Applying equity criteria to trails and pathways, Table 23 demonstrates that areas that have walkable access to trails and pathways also have a higher median household income and lower crime index.

Willamalane Trails and Pathways					
Walkable Access	2022 Total Population	% of Population	2022 Median Household Income	2022 Diversity Index	2022 Total Crime Index
No	38236	54%	\$ 53,484.00	51.8	159
Yes	32654	46%	\$ 57,913.00	52.5	120

Table 23: Willamalane Trails and Pathways Walkable Access and Equity



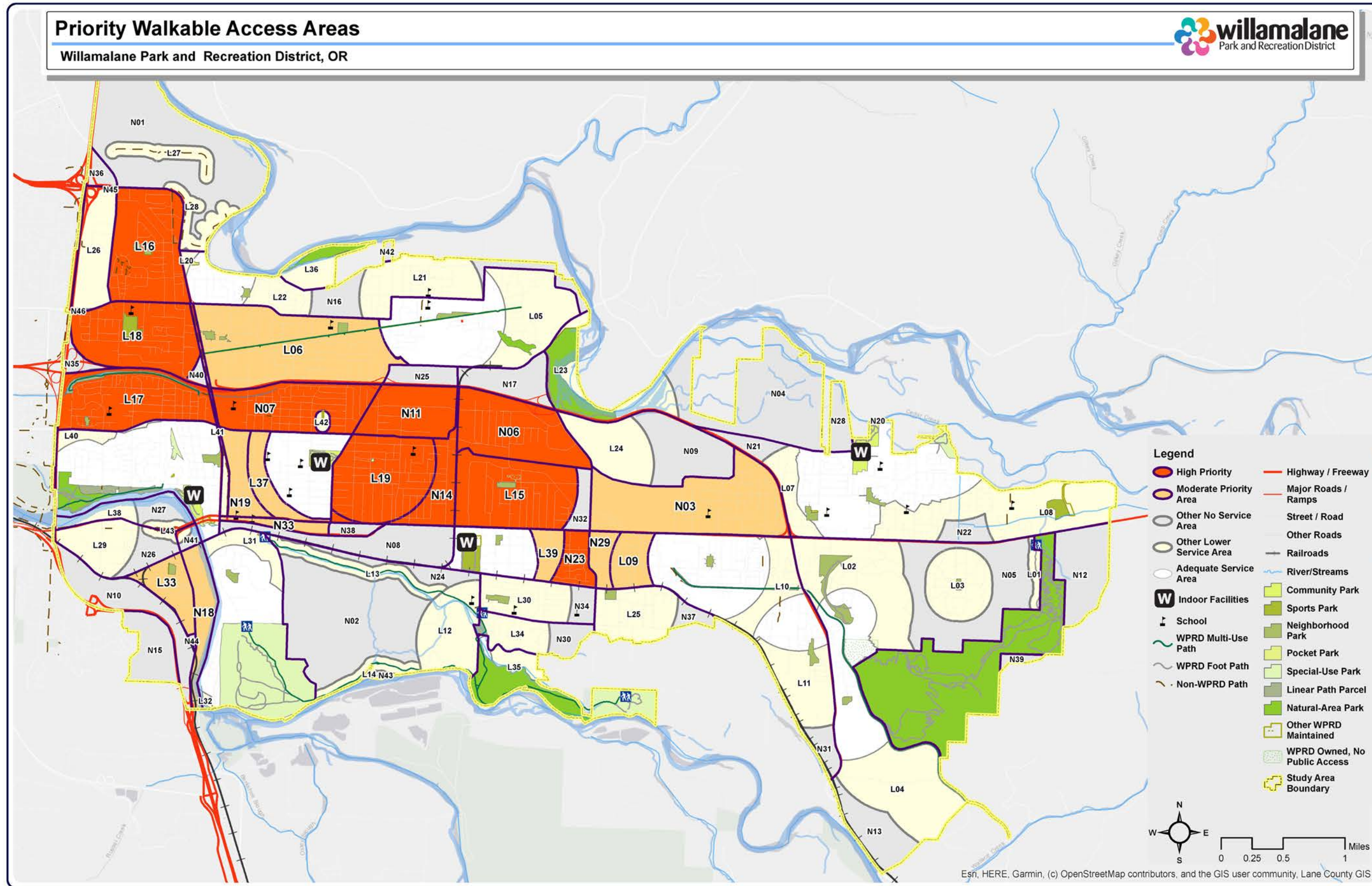


Figure 35: Priority Walkable Access Area Map

### Phase One Project Costs

The prioritized Phase One project list and associated project costs are provided below. Project cost estimates were made in 2023 dollars and a 30 percent contingency was added to capital construction projects to account for costs of inflation and potential unknowns during design and construction. These estimates will be refined

as projects move through the design process. They provide the district an understanding of the overall anticipated financial costs associated with implementing high priority projects identified in this plan.

Willamalane Park and Recreation District Project List for the Comprehensive Plan			
Project Number	Name/Location	Project Description	Project Cost
<b>Planning and Design for Future Park and Trail Projects</b>			
S1	Booth Kelly Trailhead to Middle Fork Path Connector	Work with partners and landowners to design an additional trail connector along Springfield Butte that connects the Middle Fork Path to the Booth Kelly Trailhead. Include consideration of a new viewpoint along Springfield Butte if feasible.	\$225,000
S2	Dorris Ranch	Plan and design for master plan improvements including parking lot, use of the Allen property, and nature play areas.	\$100,000
S3	Guy Lee Park/ Elementary	Work with SPS to create a master plan for the park that maximizes recreation opportunities and public access on the combined properties.	\$22,500
S4	Island Park Design	Work with partners to update the master plan for Island Park.	\$62,500
S5	Moe Mountain Natural Area Multi-use Path Design	Work with partners to design new multi-use path from northernmost point of Moe Mountain Natural Area, connecting to northernmost point of the Levee Path.	\$192,500
S6	Wallace M. Ruff Jr. Memorial Park	Update park master plan to incorporate acquired land since the last master planning effort.	\$20,000
S7	West D St. Greenway Master Plan	Work with partners and the public to create a master plan for the waterfront area.	\$75,000
<b>Sub-Total</b>			<b>\$697,500</b>



Expand Level of Service (LOS) in Existing Parks			
S8	Gamebird Park and Garden	Revisit design and conduct entire park upgrade. Look for opportunities to expand service on adjacent Springfield Public Schools land. Add path connection between Flamingo Ave. and N. Cloverleaf Loop.	\$1,150,000
S9	Georgia Pacific Natural Area	Implement Georgia Pacific Natural Area improvements per the park master plan.	\$1,700,000
S10	James Park	Prepare master plan and redevelop park.	\$1,225,000
S11	Menlo Park	Update and add to components in this park to provide better level of service to the neighborhood.	\$675,000
S12	Tyson Park	Prepare master plan and redevelop park.	\$1,100,000
S13	Willamalane Park	Complete master plan for this park and implement improvements.	\$4,600,000*
S14	Outdoor Water Play Feature	Determine ideal location(s) for development and then develop an outdoor water feature within the district.	\$712,500
<b>Sub-Total</b>			<b>\$11,162,500*</b>
*The outdoor pool at Willamalane Park (approximately \$19 million) is not included in Phase One estimates.			
Conduct Minor Updates in Existing Parks			
S15	Bob Artz Memorial Park	Update playgrounds.	\$550,000
S16	Meadow Park	Upgrade courts at this park.	\$700,000
<b>Sub-Total</b>			<b>\$1,250,000</b>
Develop New Parks in Growing and High Priority Areas			
S17	New Neighborhood Park	Develop a neighborhood park adjacent to new Woodland Ridge development in this region.	\$1,940,000
S18	New Pocket Park	Plan, design, and construct a new pocket park in the region.	\$1,000,000
<b>Sub-Total</b>			<b>\$2,940,000</b>
New Acquisitions			
S19	New Neighborhood Park	Acquire land for a new neighborhood park adjacent to new development happening at Woodland Ridge.	\$400,000
S20	New Neighborhood Park	Seek opportunities for acquisition for future neighborhood or pocket park in this high priority area.	\$270,000
S21	New Pocket Park	Acquire land in this high priority area for a new pocket park.	\$135,000
S22	Bob Artz Memorial Park	Acquire adjacent land to expand ballfields.	\$270,000
S23	Moe Mountain Natural Area and trail connection	Acquire land south of Moe Mountain Natural Area (i.e. abandoned railroad) to promote connectivity between the south end of Moe Mountain to the Levee Path.	\$270,000
S24	Thurston Hills Natural Area	Acquire land adjacent to park for improved access and an additional trailhead.	\$5,070,000
<b>Sub-Total</b>			<b>\$6,415,000</b>

Trail Projects			
S25	McKenzie River Multi-use Path	Design and construct a new multi-use path from the south end of the Levee Path, along McKenzie River (north of 126), connecting to High Banks Road at 52nd St.	\$2,675,000
S26	South Weyerhaeuser Haul Road (Thurston Hills Path)	Design and construct a 3-mile 10-foot wide paved multi-use path on existing Weyerhaeuser Haul Road.	\$2,350,000
S27	Gary Walker Trail System at Dorris Ranch	Build additional trails at Dorris Ranch per the master plan update.	\$575,000
S28	Thurston Hills Natural Area Trail Expansion	Develop 1.5 mile single track trails and 1 mile widened soft surface (graveled) accessible trail to accommodate beginner mountain bike riders and trails that consider principles of universal design within the Thurston Hills Natural Area.	\$275,000
S29	Thurston Hills Natural Area South Trailhead	New trailhead access to Thurston Hills Natural Area on the south side.	\$1,975,000
<b>Sub-Total</b>			<b>\$7,850,000</b>
Building Facilities			
S30	District Space Study	Conduct a district-wide space assessment to address needs and maximize use of existing facilities to meet programmatic and staffing capacity needs for the district.	\$80,000
S31	Willamalane Park Swim Center Feasibility Study	Complete a seasonal outdoor pool feasibility study to assess opportunities to co-locate an outdoor swimming pool at the Willamalane Park Swim Center.	\$70,000
S32	Park Services Center Facility	Design and build park services center facility improvements based on recommendations from the facility space study.	\$652,000
S33	Willamalane Adult Activity Center Parking Lot Renovation	Improve existing parking lot to minimize erosion and improve year-round usability. Design expansion of parking lot and an accessible walkway from the adjacent parcel to the west.	\$437,500
S34	Bob Keefer Center Expansion	Develop a master plan and construct an expansion to the Bob Keefer Center to provide additional programming and recreation space.	\$17,550,000
<b>Sub-Total</b>			<b>\$18,789,500</b>
Coordinate with Partners			
S35	Centennial Elementary	Work with SPS to improve playground and increase public access to this school to help meet the need for service in this neighborhood.	\$250,000
S36	Maple Elementary	Work with SPS to improve playground and increase public access to this school to help meet the need for service in this neighborhood. Work with the City and Safe Routes to Schools to assure safe connections to this play area from adjacent underserved areas.	\$250,000
S37	Riverbend Elementary	Work with SPS to improve playground and increase public access to this school to help meet the need for service in this neighborhood.	\$250,000
<b>Sub-Total</b>			<b>\$750,000</b>
<b>TOTAL FOR PHASE 1 =</b>			<b>\$49,854,500</b>



Map of 2023 Proposed Park Improvements

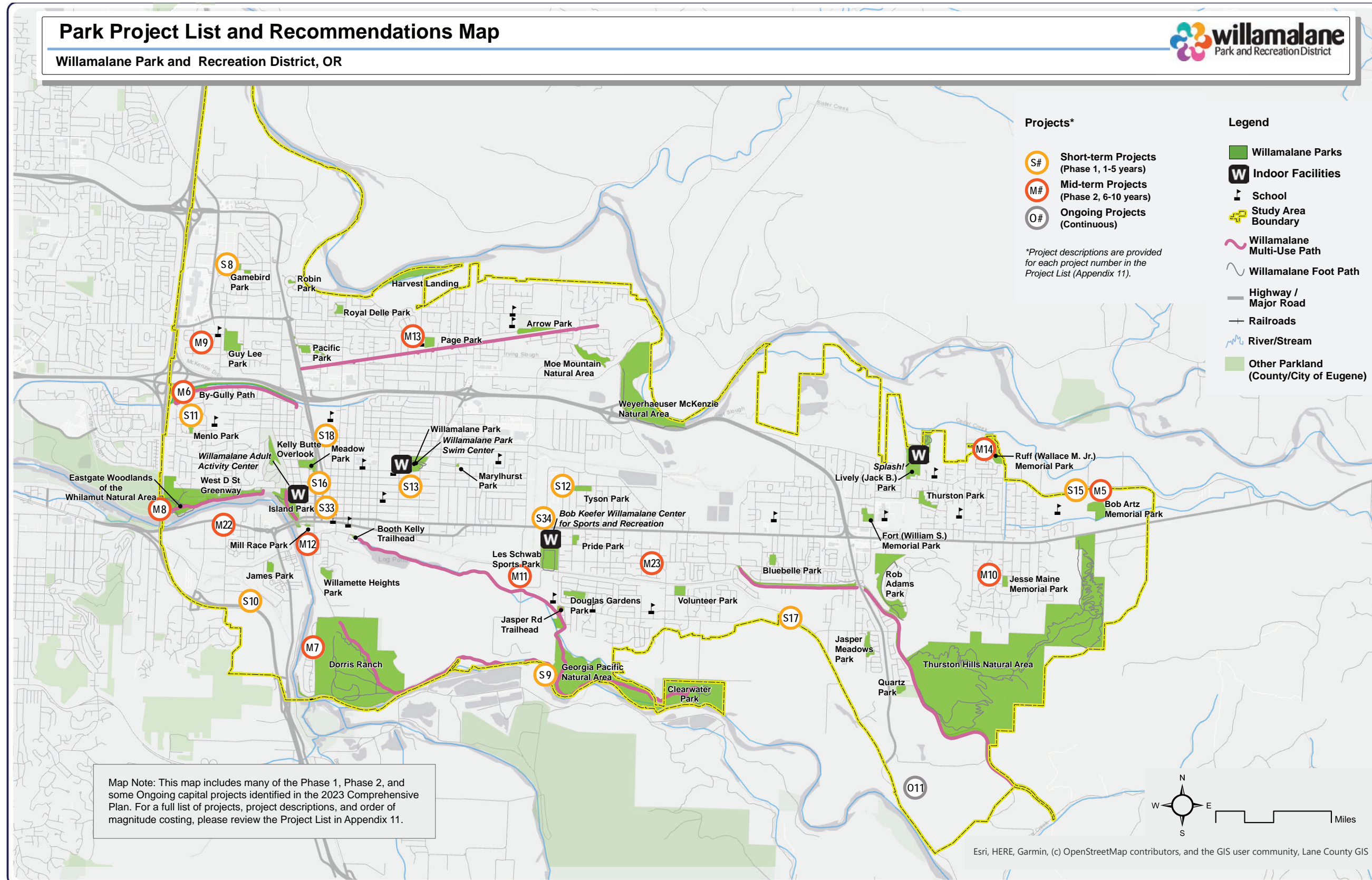


Figure 36: Map of 2023 Proposed Park Improvements



Map of 2023 Proposed Path and Trail Improvements

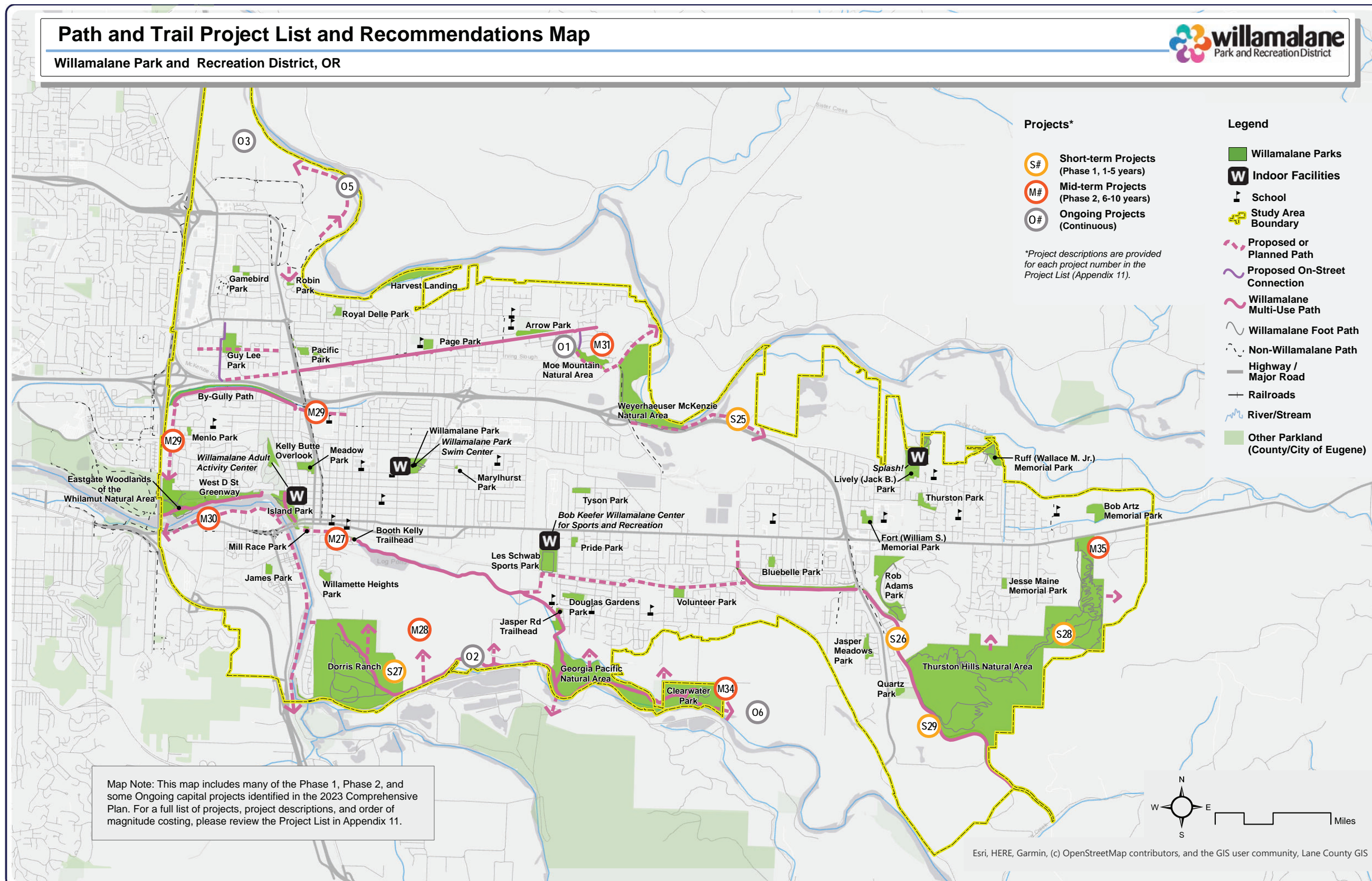


Figure 37: Map of 2023 Proposed Path and Trail Improvements



## Financial Strategy

The Project List and Phasing Plan provided in Appendix 11 identifies projects that support the implementation of strategies and actions discussed in this plan. Proposed projects are prioritized into three phases: Phase One (short-term, one to five years), Phase Two (mid-term, six to 10 years), and Phase Three (long-term, 11+ years). Ongoing projects are also identified as projects that have priority, but will be implemented as opportunities exist. Cost estimates are provided for Phase One projects. The total capital cost for the first phase of projects is estimated to be 49.85 million dollars. Phase Two costs were not analyzed in detail but are anticipated to be in the range of 42 - 49 million dollars. Cost estimates are not provided for Phase Three or Ongoing projects listed in the plan. Many of these projects' timelines are assumed to be further out or are unknown. If opportunity exists to implement one of these projects sooner, the district will need to adapt its approach to

funding, accordingly, making intentional decisions based on the priorities established in this plan.

A new outdoor pool and water play area was one of the biggest projects that received strong support during the public engagement process. A ballpark cost for a project of this scale is anticipated to be 17 to 19 million dollars. This plan proposes a feasibility study in Phase One to better understand costs for construction, maintenance, operation, and market demands for this project. Pending outcomes from this study, it is anticipated that a large project like this would happen in Phase Two. Future updates to the funding strategy will need to account for the anticipated large cost for implementing this project.

The following financial strategy builds from the Capital Improvement Plan created in 2012 to propose a current and strategic approach to funding the first phase of prioritized projects.



## Capital Project Funding

The district currently has four primary sources of revenue that support the district’s capital project budgets. These funds include:

- Building and Construction (B&C) Fund:** This fund is allocated to planning and capital development, and is most often used for rehabilitation projects. It comes from the district’s General Fund and is funded through public tax dollars. Annual expenditures from this fund are currently projected at about \$473,000 for the next five years, which is an almost 50 percent increase from what was projected in 2012 (\$320,000).
- System Development Charges (SDCs):** System Development Charges are fees imposed on new residential development to pay for growth-related impacts on the park and open space system. Park SDCs can only be used for park and facility acquisition and/or new development. The district’s SDC methodology was last updated in 2006 and is scheduled for an update in FY 2024. The 2012 plan over-projected SDC revenues based on an overestimation of population growth. In 2012, population growth between 2010 and 2020 was anticipated to be 42 percent greater than the rates projected for the first 10 years of the 2023 comprehensive plan. Despite this disparity, the district has also seen that new housing development is currently out-pacing population growth and this fund has more recently increased closer to previous projections.
- Grants and Donations:** There is a wide range of government sponsored grant programs available for different types of capital projects; however, funding availability fluctuates with each budget cycle. While the district has shown consistent success in its efforts to obtain grant funds, the proposed reliance on these funds for 28% of the overall project costs in 2012 was well above what Willamalane was able to obtain. Recently, the district created a resource development program to offset its reliance on public tax dollars and maximize success in securing donations and partnership contributions.

- General Obligation Bond:** These voter-approved bonds are an assessment on real property. Funding can be used for capital improvements, but not maintenance. This property tax is levied for a specified period of time, usually 10-30 years. The district issued its last bond in 2012 upon completion of the comprehensive plan update in order to secure \$20 million in funding for development projects. The district generally considers bonds on a ten-year cycle; therefore, an additional bond may be a possible source of funding for the implementation of this plan. The proposed use of bond funds for the purpose of this funding strategy is hypothetical and additional due diligence is needed prior to actual issuance of a bond to the public for voter approval. Projects proposed through use of bond funds will be highly dependent on public support.

The financial strategy in the 2012 plan assumed the following percentage of investments from each of these funding sources:

<u>Funding Source</u>	<u>Percentage of Funding</u>
Building and construction funds	9.3%
System development charges (SDC)	18.6%
Grants and donations	28.0%
General obligation bonds	44.1%
Total	100.0%

To implement the 2023 updated comprehensive plan, project costs for the short-term projects (1-5 years) are estimated at \$49,854,500.

2023 Comprehensive Plan Capital Project Funding Strategy		
	Project Costs	Percentage of Funding
Building and Construction (B & C) funds	\$4,985,450	10%
System development charges	\$7,478,175	15%
Grants and donations	\$7,478,175	15%
General obligation bonds	\$29,912,700	60%
Total	\$49,854,500	100%



## Moving the District Forward

While the funding type percentages were intended to follow those in 2012, some shifts were made to account for recent trends and lessons learned since 2012. The following considerations were made during creation of the above strategy:

- Reliance on use of B & C funds was kept as minimal as possible to prioritize use of these funds for general operation of the district and implementation of strategies and actions noted in the plan that are not accounted for in the capital cost estimates. These additional costs may relate to administration, recreation, human resources, communication, maintenance and other services the district provides. This is the primary, currently available funding source that will need to absorb increases in operation and maintenance costs associated with each proposed project that are not quantified in this plan. This is discussed in more detail in the following section.
- SDC projections have been downsized to account for reductions to future population projections.<sup>5</sup> Funding from this source will likely fluctuate with development and with future SDC methodology adjustments planned for FY 2024. These adjustments will be reflected in future funding strategy updates.
- Reliance on grants and donations was greatly reduced in 2023 to more accurately reflect a realistic quantity based on recent experience. This reduction results in an assumption of \$1.5 million in grant funding per year, instead of \$2.8 million per year. The reduced reliance on grants and donations results in an increased reliance on general obligation bond funding. Increases in bond funds can be leveraged to provide the match requirement for many of the grants for which the district may be eligible.

### Operational Costs

The district currently has an approximate operational cost of \$162 per capita, which is lower than the Oregon average of \$190 and higher than the National Recreation and Park Association data for similar sized agencies nationwide (\$104). More information on existing operational costs is included in Appendix 9.

Willamalane’s past comprehensive plans have not accounted for projected operational impacts for proposed projects and, in alignment with that approach, will not include these in this update. It is difficult to accurately forecast the costs of these impacts until a project is closer to implementation. The district is currently implementing an asset maintenance management software that will make these costs much easier to identify in the near future. This is an important exercise for the district to undertake prior to implementation of each project going forward.

In addition to increases in operational costs associated with proposed projects, this plan also identifies an existing deficiency in staffing to support parks, natural resources, and the ranger program. Additional staffing will need to be funded through the district’s General Fund. To avoid future deficiencies, it is important for the district to assess operational costs for each project as it is planned, budgeted, and implemented going forward.

### Funding Opportunities

The following are possible funding sources for the acquisition, development, and maintenance of parks and recreational facilities. Some of these sources have been used in the past and others have not been used but may be appropriate in the future. Willamalane should continue to pursue alternative revenue opportunities in order to leverage limited local funds:

- **Special Serial Levy (local option levy):** This is a property tax assessment that can be used for the construction, operation, and/or maintenance of parks and facilities. This type of levy is established for a given rate or amount for a specific period of time, generally one to five years. The advantage of the serial levy is that there are no interest charges. The district should be aware of tax limitations that could influence use of this as a funding strategy.
- **Revenue Bonds:** These bonds are sold and paid from the revenue produced from the operation of a facility. While revenue bonds are a potential funding source they are not recommended for the projects in this plan.

<sup>5</sup> Projected funding is based on current SDC balance and projected funding using the current district SDC methodology.

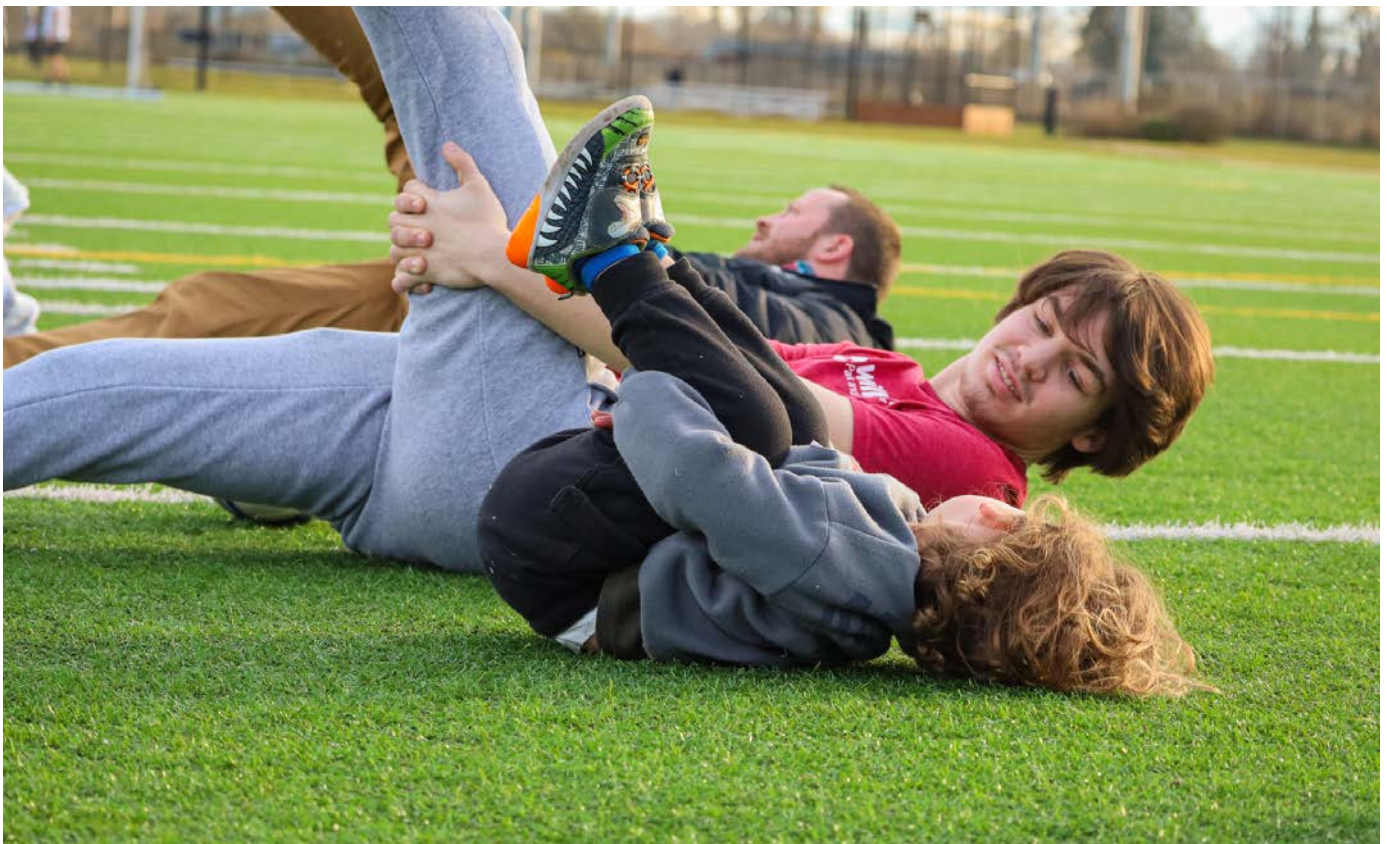
- **Full Faith and Credit Bonds:** Full faith and credit bonds may be used, payable from the district's general resources. They are not tied to a specific revenue source, but the payment of principal and interest comes from available operating funds.
- **Public/Government Grant Programs:** There are a wide range of government sponsored grant programs available for different types of capital projects; however funding availability changes with each budget cycle.

Below is a list of some of the programs available today:

- **Community Development Block Grant Programs (CDBG):** These grants from the U.S. Department of Housing and Urban Development are available for a variety of projects in lower income areas of the community. Currently, local grant dollars are minimal, but the district has received several small grants in the past.
- **Land and Water Conservation Fund:** This is a federal grant program that receives its

money from offshore oil leases. The money is distributed through the National Park Service and is administered locally by the Oregon Parks and Recreation Department. In the past, this was one of the major sources of grant money for local agencies. The funds can be used for acquisition and development of outdoor park facilities and require a match.

- **Federal Transportation Funding:** The Oregon Community Paths (OCP) Program is a new grant program dedicated to helping communities maintain connections through multi-use paths. The Oregon Department of Transportation will use monies from the state Multimodal Active Transportation fund and federal Transportation Alternatives Program fund for this program. OCP will fund project including development, construction, reconstruction, major resurfacing or other improvements of multi-use paths that improve access and safety for people walking and bicycling.
- **Local Government Grant Program (LGGP):** This Oregon program uses Lottery dollars to





fund land acquisition, and development and rehabilitation of parks and outdoor recreation facilities. A 50 percent match is required. Willamalane has been very successful competing for LGGP funding.

- **Recreational Trails Program:** This is a grant program funded through the Oregon Parks and Recreation Department. Projects eligible under this program include: 1) construction of new trails, 2) major rehabilitation of existing trails, 3) development and rehabilitation of trailhead or other supporting facilities, 4) acquisition of land or easements for the purpose of trail development, and 5) safety and education projects. Grants are distributed on an annual basis and require a small percent match. The Clearwater Park restroom was funded with help from an RTP grant, because the park is on the Willamette Water Trail.
- **Oregon State Marine Board Grants (OSMB):** The Oregon State Marine Board manages Oregon's waterways. The agency also provides construction grants for waterfront improvements such as boat ramps, rest rooms, parking, and other related projects; and operations funds for maintenance and patrol. Funds are also available for maintenance of such facilities. It receives its revenue for grants from the licensing of pleasure boats and a portion of the automobile gas tax. The boat landing at Clearwater Park was funded with help from an OSMB grant.
- **Oregon Watershed Enhancement Board:** The Oregon Watershed Enhancement Board (OWEB) is a State agency led by a policy oversight board. Together, they promote and fund voluntary actions that strive to enhance Oregon's watersheds. OWEB's programs support Oregon's efforts to restore salmon runs, improve water quality and strengthen ecosystems that are critical to healthy watersheds and sustainable communities. OWEB administers a large and small

grant program that Willamalane has recently used for restoration projects.

- **Private Grants and Foundations:** Private grants and foundations can provide money to public agencies for a wide range of projects, although most of their giving is to the nonprofit sector. They often fund unique projects or projects that demonstrate extreme need.
- **Land Trusts:** Private land trusts such as The Trust for Public Land and The Nature Conservancy employ various methods, including conservation easements, to work with willing owners to conserve important resource land. Land trusts assist public agencies in various ways, including acquiring and holding land for eventual acquisition by the public agency.
- **Donations:** Donations of labor, land or cash by service agencies, private groups or individuals is a popular way to raise small amounts of money for specific projects. Service agencies such as the Lions, Kiwanis and Rotary often fund small projects such as picnic shelters or playground improvements. Springfield Rotary helped pay for the development of the dog park at Lively Park.
- **Lifetime Estates:** This is an agreement between a landowner and Willamalane that gives the owner the right to live on the site after it is sold to the district.
- **Exchange of Property:** An exchange of property between a private landowner and the district can occur. For example, the district could exchange a less useful site it owns for a potential park site currently under private ownership.
- **Public/Private Partnerships:** This concept is relatively new to park and recreation agencies. The basic approach is for a public agency to enter into a working agreement with a private business to help fund, build, and/or operate a public facility. While the public agency may have to give up certain responsibilities or control, it is one way of obtaining facilities for the public at a lower cost.



## Moving Forward

The district proposes to update this financial strategy on a five-year basis, which will allow for more accurate cost estimates for Phase Two and Phase Three projects. The update will reflect the impacts of future market fluctuations and inflation rates that have increased dramatically over recent years. This timeline also correlates with the already anticipated five-year (minor) and 10-year (major) comprehensive plan updates outlined in the district's administrative policies.

The financial strategy is intended to serve as a roadmap to guide the district's Capital Improvement Program (CIP), which schedules projects for implementation. Through the CIP process, projects are selected and budgeted for on a five-year cycle that is annually reviewed and updated by a committee of Willamalane staff. Each update to the proposed projects and funding strategies is approved by the Willamalane Board of Directors.



# 10

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## Implementing the Park and Recreation Comprehensive Plan

This section provides tools and best practices to implement the action items in the plan.





## IMPLEMENTING THE PLAN

This plan outlines specific goals, strategies, and actions that can be fully implemented given appropriate community engagement, transparent decision-making, and sufficient resources. Some best practices for implementing this comprehensive plan include:



### Leading

Internal task force groups specific to individual objectives and action items (made up of frontline staff with one supervisor/manager).



### Measuring

See Appendix 12 for example performance measures that can be used to assess district progress toward meeting the comprehensive plan goals.



### Reporting

- Annual reporting on comprehensive plan progress.
- Quarterly implementation review and share status at all-staff meetings.
- Include implementation status in regular reports to the public, which showcase accomplishments and project status.
- Quarterly reporting on master plan status to the Willamalane Board of Directors.







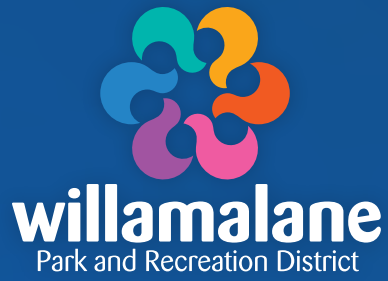
**willamalane**  
Park and Recreation District

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# COMPREHENSIVE PLAN







# Appendices

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## **WILLAMALANE PARK AND RECREATION DISTRICT COMPREHENSIVE PLAN**





## Table of Contents

### Appendix 1: Community Engagement Summary .....A1

1.1 Community Engagement by the Numbers .....	A1-1
1.2 Outreach Strategy – Identifying Needs and Desires.....	A1-1
1.3 Stakeholders and Focus Groups .....	A1-4
1.4 A Summary of Input Received During General Stakeholder and Focus Group Interviews and Meetings .....	A1-4
1.5 A Summary of Input Received During Topic-Specific Focus Groups .....	A1-6
1.6 Internal Staff Engagement .....	A1-12

### Appendix 2: Summary of Related Planning Documents ..... A2

2.1 Applicable Planning Documents .....	A2-1
2.2 Community Needs Assessment - 2017 .....	A2-7
2.3 Willamalane Strategic Priorities, Recommendations, and Findings - 2018 .....	A2-8
2.4 Willamalane Operational Objectives - 2022 .....	A2-9
2.5 Community Engagement Strategic Plan - 2022....	A2-9
2.6 Diversity, Equity, and Inclusion (DEI) Strategic Action Plan - 2021 .....	A2-10
2.7 The City of Springfield, Oregon Comprehensive Plan - 2012 .....	A2-12
2.8 Lane County Parks and Open Space Plan – 2018 .....	A2-12
2.9 The Rivers to Ridges Metropolitan Regional Parks and Open Space Study - 2003.....	A2-12
2.10 Regional Vision 2003.....	A2-12
2.11 The 2017 Community Needs Assessment (Summary).....	A2-13

**Appendix 3: Willamalane’s Demographic Profile ..... A3**

3.1 Sources .....A3-1

3.2 Area of Study.....A3-1

3.3 Community Profile.....A3-2

3.4 Health and Wellness .....A3-5

**Appendix 4: Willamalane Park and Recreation District Comprehensive Plan Survey Report ..... A4**

**Appendix 5: Relevant Trends in the Willamalane Park and Recreation District ..... A5**

5.1 Estimated Recreation Participation.....A5-1

5.2 ADA Compliance.....A5-2

5.3 Before and After-School Care Programs.....A5-3

5.4 Community and Special Events.....A5-3

5.5 Dog Parks.....A5-4

5.6 Generational Changes.....A5-4

5.7 Outdoor Fitness Trails.....A5-5

5.8 Nature Programming & Nature-Deficit Disorder.A5-5

5.9 Outdoor Recreation.....A5-6

5.10 Pickleball.....A5-7

**Appendix 6: Community Outreach Strategy ..... A6**

6.1 Project Background.....A6-1

6.2 Community Engagement Goals.....A6-1

6.3 Target Audience.....A6-3

6.4 Process Overview and Timeline .....A6-3

6.5 Engagement Strategies .....A6-5

**Appendix 7: Pop-Up Intercept Events and Digital Outreach ..... A7**

7.1 Pop-Up Intercept Events .....A7-1

7.2 Digital Outreach .....A7-1

**Appendix 8: Level of Service ..... A8**

8.1 Level of Service Assessment ..... A8-1

8.2 The GRASP® Process..... A8-2

8.3 Inventory Methods and Process.....A8-7

8.4 Asset Scoring .....A8-8

8.5 GRASP® Score .....A8-9

8.6 Component Scoring .....A8-10

8.7 Park Scoring.....A8-13

8.8 Target Score Calculation .....A8-15

8.9 Making Justifiable Decisions .....A8-20

8.10 Addressing Low-scoring Components.....A8-21

8.11 LOS Improvements ..... A8-22

8.12 Large Scale Maps..... A8-30

**Appendix 9: Service Assessments ..... A9**

9.1 Organizational and Financial Analysis ..... A9-1

9.2 Willamalane Staffing .....A9-1

9.3 Willamalane Organizational Chart ..... A9-3

9.4 Financial Analysis..... A9-4

9.5 Recreation Program Analysis.....A9-8

9.6 Program Access and Convenience .....A9-15

9.7 Community Needs, Desires for Recreation and Satisfaction..... A9-16

9.8 Maintenance and Operations Analysis..... A9-22

9.9 Key Findings..... A9-27

**Appendix 10: Willamalane Key Issues Matrix ...A10**

**Appendix 11: Project List and Phasing Plan..... A11**

**Appendix 12: Performance Measures .....A12**



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# Appendix 1: Community Engagement Summary

## Appendix 1. Community Engagement Summary

Over the course of the planning process, more than 3,800 community members provided input, with a majority coming from the needs assessment survey and intercept events. Overall, 32,285 district residents either received targeted social media posts or email notifications (passive engagement) or provided some form of input (active engagement).

To help confirm the results from the public engagement process, two town hall meetings and discussions were held with the Springfield planning commission, the Springfield City Council, and the Lane County Board of Commissioners.

### 1.1 Community Engagement by the Numbers

Five categories of engagement were completed:



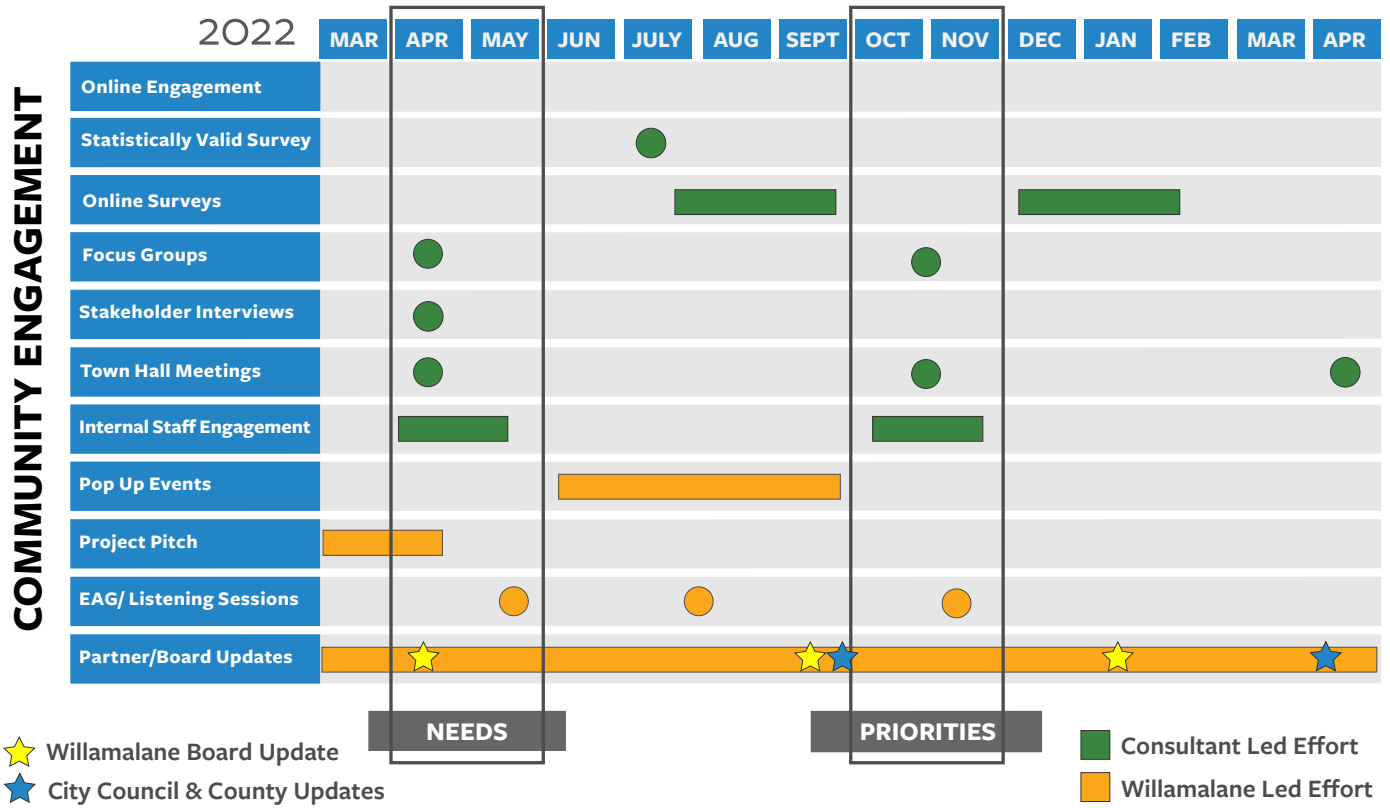
### 1.2 Outreach Strategy – Identifying Needs and Desires

This comprehensive parks and recreation plan was built upon the foundation of active engagement with district community members, stakeholders and both users and non-users of parks and trails, programs, and facilities. An important goal was to complete a needs analysis incorporating the opinions, needs, and desires of district members that was transparent, credible, and inclusive of all residents needs and desires. Priorities were set to attract input from individuals and groups that may have been historically and disproportionately less involved in past engagement opportunities.

To meet this goal, the project team initiated a series of engagement opportunities along with a survey administered as both a random invitation and open-link survey. To help ensure compliance with the State of Oregon planning standards, a formal outreach strategy was presented to the City of Springfield near the outset of the project. The schedule presented in the engagement plan focused first on identifying needs and then on confirming those needs as priorities.



Appendix 1: Community Engagement Summary



The community engagement strategies selected for his plan support the following five goals in order to inform the overall comprehensive planning process:

**GOAL 1 Promote project awareness throughout the planning process**

- Find opportunities to engage early with various groups in the community
- Provide as many opportunities as possible for community members to engage
- Follow up and promote additional involvement with those that engage
- Build relationships with participants and provide information about programs, events, and services Willamalane offers

**GOAL 2 Gain a deeper understanding of who Willamalane serves**

- Who does Willamalane currently serve? Who is not being served?
- What are the demographics of users/non-users (age, race/ethnicity, families, renters/homeowners, gender, and socioeconomic status)?
- What demographic groups use Willamalane’s facilities the most/least?
- What programs, parks, trails, activities, and events are accessed the most/least?
- How does the community learn about programs, events and services offered by Willamalane?
- How satisfied is the community with Willamalane’s offerings?
- What are common hardships that make accessing park and recreation services challenging (physical/cognitive limitations, socioeconomic limitations, language barrier, schedule, feeling of safety or belonging, etc.)?

**GOAL 3 Learn about gaps, barriers, needs, and preferences within the park district**

- What does Willamalane do well? What can Willamalane do better?
- What improvements or changes would increase use of Willamalane parks, facilities, and programs?
- What new park opportunities should be considered?
- What new recreation opportunities should be considered?
- What is Springfield lacking?

**GOAL 4 Understand the community’s priorities for park and recreation for the future**

- What are the most desired park/facility improvements?
- What are the most desired recreational opportunities?
- What types of park & facility improvement projects would the community fund?

**GOAL 5 Gain support of final plan recommendations**



## Appendix 1: Community Engagement Summary

### 1.3 Stakeholders and Focus Groups

The community engagement process included a variety of both internal stakeholders (staff, elected officials, and leadership) and external stakeholders (community members, tribal leadership, teens, sports leaders, educators, etc.). Stakeholder interviews were conducted with community leaders from the school district, utilities, Willamalane board members, and political leaders. The district provided many community engagement opportunities with a specific focus on DEI.

While many of the focus groups included community members with varying backgrounds and interests, some specific focus groups were held to help ensure participation was inclusive for groups that may not have participated in engagement opportunities in the past.

General focus groups with varied community members were held to gain a general perspective and to create discussion. Other topic-specific focus groups were hosted for teens, the Latinx community, individuals with disabilities advocates, natural areas advocates, trails advocates, and American Indians and Alaskan natives.

#### The effort resulted in:

- Community stakeholders and focus group participants – 41 participants
- Inclusion and individuals with disabilities advocates – 12 participants
- Teen focus groups – 111 participants
- Latinx specific focus group – 30 participants
- American Indians/Alaska Natives – 22 participants representing 13 tribal nations
- Natural areas specific focus group – 12 participants
- Trails – 6 participants

### 1.4 A Summary of Input Received During General Stakeholder and Focus Group Interviews and Meetings

#### Strengths of the district (in no particular order):

- Community support
- Partnership with Springfield School District
- District Funding
- 1Pass
- Skate Park at Willamalane Park Swim Center
- Growth (Improvements)
- Marketing and communication
- Youth programs
- Service district status
- Community First initiatives
- Leadership and board representation
- Combination of neighborhood and community parks
- Outdoor recreation equipment rental
- Trail system
- Affordability of services and facilities
- Parks maintenance
- River access
- Diversity of activities and programs
- Customer service

#### Areas of improvement (in no particular order):

- Safe routes to parks
- Activity guide (Discontinued)
- Cultural special events
- River access
- Fitness centers
- Trash cans in parks
- Sand pit at Volunteer Park
- Parking at the Adult Activity Center and aquatic facilities
- Alternative transportation
- Pool access
- Shaded park benches
- ADA accessibility at parks and facilities
- COVID-19 measures
- Lack of bilingual signage
- Restrooms in parks unavailable
- Dog stations in parks
- Class and activity times
- Connectivity of bike paths and trails
- Communication with non-users
- More volunteer opportunities

**Barriers that limit access (in no particular order)**

- Pedestrian walking routes to parks
- District outreach to non-users
- Parking at Clearwater Park
- Accessibility (ADA)
- Facility availability

**Additional desired amenities (in no particular order):**

- Outdoor basketball court
- Pump track
- Bilingual signage
- Skate Park
- Commissioned artwork in parks
- Splash pad
- Community gardens
- Dog stations in parks
- River access
- Long course swimming pool
- Fitness stations on trails
- Dog park
- Complete bike paths to promote connectivity and safety
- Family friendly restrooms in parks
- All-inclusive playgrounds
- Pickleball courts
- Disc golf course (18 Holes)

**Additional desired activities (in no particular order):**

- Activities for adults (Ages: 21 – 50)
- Family activities
- Disc golf events and classes
- Volunteer programs
- Pickleball classes
- Enrichment classes
- Swim lessons
- Special events in Parks (movies, concerts, and cultural festivals)
- Environmental education/outdoor programs
- Outdoor yoga

**Key partners and stakeholders (in no particular order):**

- Springfield Library
- Radio stations
- Historical Society
- International Paper
- Museum of Natural Cultural History
- Nature Conservancy
- Business community
- Friends of Buford Park and Mount Pisgah
- Civic organizations (Rotary Club)
- Lane Transportation District
- Indigenous community
- Team Eugene Aquatics
- Relief Nursery
- AARP Lane County
- Community members
- Lane Community College
- Warehouse Federal Credit Union
- Volunteers
- School district
- University of Oregon
- Springfield Education Foundation
- Senior adults

**Priorities (in no particular order):**

- Increase footprint to help ensure accommodation of development and growth
- Generating more resources to bring more people into Springfield
- District will see significant demographic changes that will need local government support to immigrants
- Expansion of trails
- Allow more immigrants into the states
- Connectivity of bike path systems (Master Trail Plan)
- Focus on community and inclusivity
- Plan to develop the Glenwood area
- Continue to focus on district branding and staying the course within mission
- Concentrate on recruiting retirees for vacant positions
- Deciding on district branding
- Strategize with local partners to be strategic about funding levy and bond requests to the public
- Indoor activities for summer to combat climate change
- Must address all forms of inequity not just racial



## Appendix 1: Community Engagement Summary

- Market what is done with personal property money and SDC fees; Residents are starting to ask why they must pay them to add a home dwelling
- Bob Artz Park is under-utilized should be prioritized for future development
- Use of organic waste in parks (no pesticides near playgrounds and areas of use)
- Helping to ensure that district is abreast with programs, parks, and activities
- Access to nature
- Swim lessons for all kids

### Vision for District

- Decrease footprint to help ensure accommodation of development
- Continue to grow the district and offer great programs and facilities to youth while providing health awareness to increase inclusivity
- Continue to grow partnerships with Springfield School District
- Safety – Safety measures and park rangers are needed in plan
- Fiscal responsibility – Taxpayers should know their money is not being wasted
- Staying engaged with the public and serving underserved populations
- DEI is met on all levels

## 1.5 A Summary of Input Received During Topic-Specific Focus Groups

These important focus groups brought stakeholders into the process that may not have participated otherwise.

### Teen-Focused Input

During the Comprehensive Plan update scoping and planning process, the project Advisory Committee identified teens as a user group they felt may not be reached through typical forms of public engagement (surveys and focus groups). To respond to this need, a focused effort was made to engage teens in their classrooms during the Spring 2023 term (see Appendix 5 for a thorough summary of this important engagement effort).

### Process

A total of 111 students in four classes (two middle school and two high school) volunteered to participate in this effort. Students in each class were given a presentation on what Willamalane does in the community, what the comprehensive plan is and how it guides district work, and how the plan is updated. After the presentation, students were asked a series of questions in large or small groups facilitated by Willamalane staff. The session closed with a paper survey.

Two of the classes (one middle school and one high school) made this the subject of a final project for the class, and on June 7th, 2022, these students presented their research, recommendations, and ideas to Willamalane staff.

## Key Topics/Themes

### A FEW KEY THEMES EMERGED FROM THE FEEDBACK:

- Teens are generally familiar with Willamalane and satisfied with their experiences at Willamalane parks and programs
- Students are generally most familiar with bigger, destination-type recreation facilities in addition to the parks closest to their neighborhoods
- Students are busy, and many teens who play sports are reaching more competitive levels. Many students indicated they would like Willamalane to provide:
  - » Events that are geared toward teens. Some ideas suggested: movie nights, music gatherings, street fairs, and neighborhood parties/picnic days in parks. Music and food were two commonly requested things to include at events.
  - » Ways teens can gather more informally.
- Students rely on social media as a primary way of receiving information; another opportunity they recommended using to promote teen centered opportunities is school announcements (especially at the start of the year).
- Some teens are at or close to an age where they will start working. There was interest in opportunities to gain experience through leadership roles, training, volunteering, etc. to help prepare them for the work force. Some teens were interested in working for Willamalane.

### Results From the Teen Paper Survey (n = 111)

The students completed a needs assessment and satisfaction survey and their responses to some of the key questions are presented in Table 6.

## Latinx Community Input

Willamalane partnered with Latino Professionals Connect, a local network of approximately 300 business people, leaders, educators, community members, and professional activists to plan and host an event that would help inform needs, desires, and priorities of Latinx community members. A two-hour networking event was promoted to Latino Professionals Connect members and community partners, such as the Springfield Alliance for Equity and Respect (SAfER), Escudo, and Community Alliance of Lane County. The event included a brief presentation about Willamalane’s mission and values, what they do, and how the information will be used. Willamalane also introduced the DEI Action Plan and DEI supervisor as a future point of contact for collaboration and questions.

Approximately 22 attendees were broken into three groups, each participated in an input session conducted bilingually. Each small group having a translator available as needed for discussions focusing on:

- Parks
- Recreation programs and events
- Communication

An activity asked participants to place three dots on their top priorities for improving services. The bilingual list of options included topics and ideas mentioned in previous meetings, discussions, and engagement events. Key outcomes, overarching themes, and other input can be found in Appendix 6. Four priorities were identified that speak to the most valued improvements Willamalane could make to better service the Latinx community:

- Hiring more bilingual staff
- Providing more stipends/scholarships for programs
- Providing more Latino/a focused programming

Most Used Parks, Trails, and Facilities	Most Popular Teen Participatory Activities	Teen Desires for Additional Activities
<ul style="list-style-type: none"> <li>● Splash at Lively Park (wave pool)</li> <li>● Bob Keefer Center for Sports and Recreation</li> <li>● Dorris Ranch</li> <li>● Thurston Hills Natural Area</li> </ul>	<ul style="list-style-type: none"> <li>● Hiking</li> <li>● Swimming</li> <li>● Weightlifting</li> <li>● Video Games</li> </ul>	<ul style="list-style-type: none"> <li>● Roller skating in its own facility</li> <li>● Movie nights</li> <li>● PE games (Badminton, Spike ball, corn hole, etc.)</li> </ul>



## Appendix 1: Community Engagement Summary

- Providing more bilingual information in parks and buildings.

### Natural Area Specific Focus Group

Including input specific to natural areas was important because by the 2012 update to the district comprehensive plan, Willamalane only managed 186 acres of natural area, and there were no dedicated natural resource staff. Ten years later, Willamalane manages more than 1,000 acres of natural area and two full-time staff dedicated to planning and managing these areas. The district regularly collaborates with partners to plan and implement projects across the region. Given the significant and rapid growth in natural resource area, a conversation with regional partners was hosted to evaluate Willamalane’s approach to natural areas management and priorities for the coming years.

#### PARTICIPATING AGENCIES:

Willamalane invited partners from 19 different agencies in the region that have experience working with the district in various ways and/or doing similar work in the region to attend a discussion focusing on natural resource management. At least one representative from the agencies below were able to attend the meeting.

- Bureau of Land Management (BLM)

- Long Tom Watershed Council (LTWC)
- Upper Willamette Stewardship Network (UWSN)
- Middle Fork Willamette Watershed Council (MFWWC)
- Oregon Department of Fish and Wildlife (ODFW)
- Eugene Water and Electric Board (EWEB)
- Eugene Parks and Open Space
- McKenzie River Trust (MRT)
- Lane County Parks
- McKenzie Watershed Council
- Willamette Riverkeeper
- Springfield Utility Board (SUB)
- Rivers to Ridges Partner

The following is a synthesized list of key topics and themes identified during the natural areas focus group meeting.

EDUCATIONAL OPPORTUNITIES	PRIORITY PROJECTS	ACQUISITION OPPORTUNITIES
<ul style="list-style-type: none"> <li>» Nature hikes &amp; tours</li> <li>» Interpretive panels</li> <li>» Increase public awareness of efforts</li> <li>» Local flora/fauna, sensitive areas, and cultural aspects of natural resource work</li> </ul>	<ul style="list-style-type: none"> <li>» Focuses: Urban stormwater, riparian and floodplain areas, urban forest, oak habitat</li> <li>» More Viewpoints</li> <li>» Locations: Island Park Slough, Cedar Creek, Maple Slough</li> </ul>	<ul style="list-style-type: none"> <li>» Hayden Bridge boat ramp</li> <li>» McKenzie River Trust land</li> <li>» Land to promote trail/habitat connectivity (especially along rivers)</li> <li>» McKenzie River access</li> </ul>
PARTNERSHIPS	MANAGEMENT STRATEGIES	APPROACH
<ul style="list-style-type: none"> <li>» Maintain existing partnerships</li> <li>» Expand for: fuel reduction work, land acquisition, and floodplain restoration</li> </ul>	<ul style="list-style-type: none"> <li>» Cross-train staff</li> <li>» Implement prescribed burns</li> <li>» Be systematic and proactive</li> <li>» Prioritize heavy impact areas</li> </ul>	<ul style="list-style-type: none"> <li>» Increase staff and capacity</li> <li>» Incorporate social justice</li> <li>» Acquire strategically/be proactive</li> <li>» Hire grant writer</li> </ul>

### Trails Specific Focus Group

Walking for pleasure and for exercise and hiking on both paths and trails was a top issue identified during the initial engagement process and the needs assessment survey. As a result, a trails specific focus group was facilitated to best understand trail needs both in the district and in the region. Individuals attending had backgrounds and represented:

- Dorris Ranch and general horseback riders and dog walkers
- Back county equestrians

- Local hiking and climbing clubs
- City of Springfield, bike, and pedestrian group
- Rivers to Rivers group, working to update the regional vision
- Springfield transportation planners
- Lane County senior transportation planner

Key issues identified during the focus group meeting are shown in Table 7.

<p><b>TRAILS AND TRAILHEADS NEEDS</b></p> <ul style="list-style-type: none"> <li>• Thurston Hills leading to McKenzie area</li> <li>• Trails that highlight to views, vistas, or viewpoints. Connections from Doris Ranch to Springfield Butte</li> <li>• Maple Island Slough</li> <li>• North Bank needs lighting on path</li> <li>• Harvest landing and McKenzie Weyerhaeuser</li> <li>• Maple Island Slough – soft-surface trail opportunity</li> <li>• Coburg Hills (no public easement)</li> <li>• Connection Howard Buford recreation area near Dorris Ranch</li> </ul>	<p><b>PHYSICAL GAPS IN NETWORK</b></p> <ul style="list-style-type: none"> <li>• Connection to Howard Buford recreation area and covert loop area/hermitage park</li> <li>• River Bend hospital extension</li> <li>• River of high banks road</li> <li>• More regional connections outside of Springfield.</li> <li>• 42nd and Levee path</li> </ul>
<p><b>UNDERSERVED CURRENT TRAIL NETWORK AND SYSTEM</b></p> <ul style="list-style-type: none"> <li>• West of the express way north of main street and south of G street</li> <li>• The Obsidian Group sometimes uses Pisgah and Thurston Hills</li> <li>• Ridgeline</li> <li>• Equestrian trails in the Thurston trail system</li> </ul>	<p><b>DESIRED OR MISSING EXPERIENCES</b></p> <ul style="list-style-type: none"> <li>• Updated signage and consideration of multi-use trails</li> <li>• Universal access trails (flat)</li> <li>• Mountain bike trails</li> <li>• Need more benches – shaded</li> <li>• Safe routes to schools in Guy Lee Park</li> <li>• Poop loop for equestrian trails</li> </ul>



Appendix 1: Community Engagement Summary

**Accessibility and Inclusion Specific Focus Group**

Given the high percentage of individuals with disabilities in the Springfield UGB, a targeted focus group was held to add perspectives offered by individuals or advocates for individuals with disabilities. Table 8 illustrates the key comments made during the focus group meeting

**American Indian/Alaskan Native**

Given the significant influence Willamalane and the City of Springfield have on land management in the area and the history of the Kalapuya forced removal from the area, Willamalane and the city of Springfield recognized a gap in public engagement with local Tribes and American Indian/Alaska Native (AI/AN) residents.

<p><b>DISTRICT STRENGTHS IN TERMS OF ACCESSIBILITY AND INCLUSION</b></p> <ul style="list-style-type: none"> <li>● Mobility needs (visual)</li> <li>● Equitable fee structure</li> <li>● Listening to input</li> <li>● Providing accommodations to youth with disabilities</li> </ul>	<p><b>AREAS THE DISTRICT NEEDS TO IMPROVE</b></p> <ul style="list-style-type: none"> <li>● Mobility needs (visual)</li> <li>● Equitable fee structure</li> <li>● Listening to input</li> <li>● Providing accommodations to youth with disabilities</li> <li>● Inclusion services are free to include support workers</li> </ul>
<p><b>OPPORTUNITIES FOR MARKETING INCLUSIVE RESOURCES</b></p> <ul style="list-style-type: none"> <li>● Need for external outreach and speaking to other providers</li> <li>● Update website to call out support services and availability</li> <li>● Lane County ARC and DDS will be a great partner</li> <li>● Update verbiage of services</li> <li>● Reminding agencies, such as Direction Services, Family Resource Coordinators at the school level, and using social media to share info</li> </ul>	<p><b>ACTIONS TO IMPROVE ACCESSIBILITY IN PARKS</b></p> <ul style="list-style-type: none"> <li>● Additional fencing for safety (playgrounds)</li> <li>● Assessable parking for an aging population</li> <li>● Interpretable signage on trails (easy, intermediate, and hard) – rough, steep, and declining, for example</li> <li>● Add hex boards to playgrounds with communication tools</li> </ul>

This led Willamalane and the city to host a Tribal Dialogue to understand and learn about awareness, values, and priorities of self-identified American Indian/Alaska Native residents living within Springfield and the surrounding area—especially individuals who interact with both agencies’ services and jurisdictions. Representatives from the Springfield School District were also invited and participated in the process.

**PROCESS**

Willamalane and the City collaborated with an Indigenous planning consultant to host a public dialogue for AI/AN residents to share feedback and perspectives around agency awareness, values, and priorities. The planning

consultant applied elder teachings while facilitating and aiming to eliminate power dynamics to provide a safe platform and space for residents to openly speak and be in community.

Co-facilitation was practiced by Indigenous community representatives leading round table discussions with agency representatives listening, learning, and taking notes on behalf of each table. Questions were prepared in advance by agency collaborators to help guide discussion. Example answers were provided for each question if there were not many responses to help trigger ideas. Community members were encouraged to share ideas and to engage in story telling of their personal experiences if they were comfortable.

Agency representatives were encouraged to not influence conversation or make statements/promises regarding next steps.

### TRIBAL OUTREACH

Agencies outreached via printed material, social media, email, and phone. Emailed invitations were distributed to the Confederated Tribes of Siletz Indians Eugene area office and Confederated Tribes of Grand Ronde. Phone outreach was conducted with the Confederated Tribes of Coos Lower Umpqua and Siuslaw Eugene area office. Additionally, a Facebook event was advertised on local AI/AN community Facebook groups and via the Springfield Chifin Indian Education Program page. Printed material was distributed at the Lane Community College Longhouse, University of Oregon Many Nations Longhouse, Ko-Kwel Wellness Center (Indian Health Clinic), and at the Springfield Chifin Indian Education Center.

### PARTICIPANT DEMOGRAPHICS

The event included 22 AI/AN participants that are affiliated with 13 Tribal nations. There were eight participants affiliated with one of the Nine federally recognized Tribal Nations in Oregon including The Klamath Tribes, Confederated Tribes of Grand Ronde, and Confederated Tribes of Siletz Indians. Additionally, four participants are affiliated with tribes that had traditional and customary tribal boundaries in parts of the land now formally recognized as the state of Oregon.<sup>1</sup> Two participants were non-Native but participated because they are raising Native children in the Springfield area.

Our agencies recognize this dialogue was not a form of Government-to-Government consultation between the City of Springfield and the tribes with ancestral ties to the area, the Confederated Tribes of Grand Ronde, and the Confederated Tribes of Siletz Indians.<sup>2</sup> The feedback received and included in this summary represents the perspectives of only the AI/AN residents that chose to participate and share perspective in our planning dialogue.

### KEY RECOMMENDATIONS/TAKEAWAYS

Dialogue participants shared several insights and suggestions based on their own experiences with the agencies and what opportunities exist for strengthening tribal relationships and services. Key themes emerged and were shared, and specific, applicable themes

are included here. Opportunities for the agencies to collaborate better with native people are in Table 9.

- Participating members voiced familiarity with the Springfield Library, swimming pools, and the Springfield City Council
- A dire need for community space or a community center
- A need for greater accurate representation that will raise awareness regarding accurate Kalapuya history and for current Indigenous people
- A desire for protecting and planting of native plant species
- A need for more communication/outreach specifically for Native programming
- A need for continued relationships between agencies and the community – town hall meetings, discussion forums, and regular community meetings
- Greater Indian Health Services in Springfield
- A need to prioritize Native language and signage in the public realm
- Greater access to space, water/rivers, harvesting of traditional plants, affordable services, leadership roles, and employment
- A desire for Intergenerational programming from babies to elders
- Cultural programming outwardly to the community and internally
- Space and time to interact across our AI/AN cultures
- Gathering -> Safely -> place (all inter-sectional)
- Powwow classes
- Prioritize Native people in the hiring process – high admin role, a board position, people from the culture, full-time positions inside agencies (not just consultants), not limited duration
- Liaison to work with Tribes and Native communities with a team to support staffing. Provide them with fiscal and decision-making – not just a representative and not just tokenism but understanding tribal protocols is important

<sup>1</sup> <https://admissions.uoregon.edu/residency/tribes>

<sup>2</sup> <https://www.grandronde.org/>, <https://www.ctsi.nsn.us/>



## Appendix 1: Community Engagement Summary

- Governance representation – tribal communities do not have relationships with governance bodies Planning Commission or other committees – no seat at the table
- Language/place names indigenizing – land acknowledgment and signage
- Town hall meeting, discussion forums, and regular community meetings (like this one)
- Protecting and planting more Native plants and opportunities to gather Native plants
- Invasive species removal
- Recreation boating – example of how Portland has inter-tribal canoeing for kids and elders and community
- Access to water – Nature, natural spaces, and fish/salmon
- Learn about Native plants in the landscape – keep them prominent
- Communication – lack of outreach to Native people presents a barrier
- Community events

- Tribal consultation practice with Grande Ronde and Siletz
- Native program at Springfield Schools – after school education/cultural classes for Native students
- Excitement for Native murals and art with Native scenery
- More Native representation in the public realm
- Opportunities for community space that might include space to gather, the use of Willamalane space, and community space for Powwows
- Keys discussion item were the reference to the people this land belongs to – Kalapuya Ilihi (homelands) and acknowledgment that the Chifin Center is not sufficient because it is prioritized for the school district
- Collaboration with the Springfield Museum – include and begin with Native history of this land, begin conversations around this work, redo maps in museums, map the seasonal rounds, and recognize talking stones and create more
- Native representation in parks & city – Signage and native plants including more Kalapuya language
- Springfield flag raising – include more flags and have them year round

### 1.6 Internal Staff Engagement

To best understand issues pertinent to the master plan, City leadership and staff were interviewed as part of a SWOT analysis. Results were used to craft questions for the needs assessment survey and gain a greater perspective on key issues affecting the district.

Two hundred and seven staff members provided input into the planning process:

- Staff Strength, weakness, opportunities, and threats process (SWOT) - 141
- Aquatics staff focus group - 38
- Operations and maintenance staff focus group - 28

#### District Staff and Leadership Input

The SWOT analysis identified strengths, weaknesses, threats, and opportunities in both a written survey form and in-person interviews. The following two sets of results were received:

<p><b>MOST REPORTED STRENGTHS</b></p> <ul style="list-style-type: none"> <li>● Dedicated and competent staff</li> <li>● Teamwork</li> <li>● Attentive leadership</li> <li>● Amenities and facilities</li> <li>● Resiliency (adaptability to change)</li> <li>● Staff communication</li> <li>● Parks</li> <li>● Staff retention rate</li> <li>● Seasonal community events (mega hunt)</li> <li>● Workplace culture</li> <li>● Dedication to DEI</li> <li>● Funding Base (property tax provided to District)</li> <li>● Community support</li> </ul>	<p><b>MOST REPORTED WEAKNESSES</b></p> <ul style="list-style-type: none"> <li>● Not enough staff for the workload</li> <li>● Insufficient programming space</li> <li>● Internal Communication</li> <li>● Programs (ages: 20-50)</li> <li>● Staff salaries</li> <li>● Vehicle replacement program</li> <li>● Staying within mission</li> <li>● Adding amenities without maintenance budget</li> <li>● Reactive maintenance (be more strategic)</li> <li>● Corrective action (patrons)</li> <li>● Fee structure (increasing of fees)</li> <li>● Visual appearance of parks</li> <li>● ADA updates to facilities and parks</li> </ul>
<p><b>MOST REPORTED THREATS</b></p> <ul style="list-style-type: none"> <li>● Funding (not sustainable)</li> <li>● Retaining employees</li> <li>● Covid-19 pandemic</li> <li>● Partnerships/Sponsorships</li> <li>● Grow volunteer programming</li> <li>● Utilization of friend's group</li> <li>● Extend river access</li> <li>● Prioritizing underserved populations</li> <li>● Hiring a procurement manager</li> <li>● Employee engagement</li> <li>● Outdoor tennis/pickleball courts</li> <li>● Disc Golf (will add value to parks)</li> </ul>	<p><b>OPPORTUNITIES</b></p> <ul style="list-style-type: none"> <li>● Park projects that increase capacity</li> <li>● Partnerships and cultural opportunities</li> <li>● A new community center and indoor aquatic facility</li> <li>● Lack of frontline staff</li> <li>● Mid management working outside of scope</li> <li>● Lack of police response (safety and security)</li> <li>● Need pay study to assist with recruitment</li> <li>● Maintaining assets with growth</li> <li>● Eugene fees being inexpensive</li> <li>● Inaccurate media</li> <li>● School district (need for updated MOU)</li> <li>● Climate change</li> </ul>



## Appendix 1: Community Engagement Summary

### Aquatics Staff Input

Thirty-eight aquatics staff, (full and part-time) met in October and were asked a series of questions using the Menti digital platform. Menti allows real time input using cell phones. Results to questions were instantly projected on a screen in front of the group. A summary of the input received is provided in this Appendix. Staff identified higher wages, additional staff, lifeguard recruitment and retention efforts and more consistent operation hours as priorities for improvement.

### Operations and Maintenance Staff Input

Twenty-five staff members were asked a series of questions in November, 2022 using the Minti platform to help understand maintenance challenges. The results were used in the maintenance assessment. Priorities identified are shown here:

- Active management, designed for both users and maintenance
- Additional dog parks
- Find a solution to maintain parks given homelessness and vandalism
- Get all parks and site amenities up to “standards” and be able to keep them there. Goal being to keep parks looking new. Be able to replace equipment more often.
- Have a playground replacement program built into the budget.
- Have funding in place to maintain new parks, trails
- Homeowners on park borders maintaining vegetation on their fence lines
- Increasing natural area maintenance and operations capacity
- Low maintenance landscapes, drought tolerant parks
- Lower maintenance design
- Make adjustments to outdated park practices. Eliminate trouble amenities such as sandbox’s and beds
- Planning and maintenance crew having more meetings. There’s a lot of maintenance tasks that could be made way easier if we just do simple small adjustments to the designs of the parks.
- More connecting trails.
- No more red osier dogwoods.
- Additional dog park.
- More natural resources resource
- Move ornamental beds 50 ft from playgrounds
- New Equipment, more staffing, bigger shop
- No chain link fence along pathways
- No invasive plants in parks / natural areas
- No new parks, maintain what we have until we get more staff
- NO porta potties as permanent restroom in parks!!
- Wider sidewalks. No sandboxes. Different style of restrooms

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# Appendix 2:

## Summary of Related Planning Documents



## Appendix 2. Summary of Related Planning Documents

Willamalane Park and Recreation District partnered with Berry Dunn McNeil & Parker, LLC (BerryDunn) to create this 2023 Comprehensive Plan for the Willamalane Park and Recreation District (WILLAMALANE). An integral part of the planning process was to help ensure both consistency with other planning documents and compliance with the State of Oregon’s planning goals. The purpose of this summary review was to provide background, identify priorities and recommendations, and perspective to be used throughout the plan.

Many local, regional and district planning documents and some specific plans for parks and natural areas were reviewed to inform context. Some background document review was accomplished to support specific parts of the plan such as the recreation plan and materials related to the district’s recent accreditation process that were used in this plan but not necessarily summarized in this review.

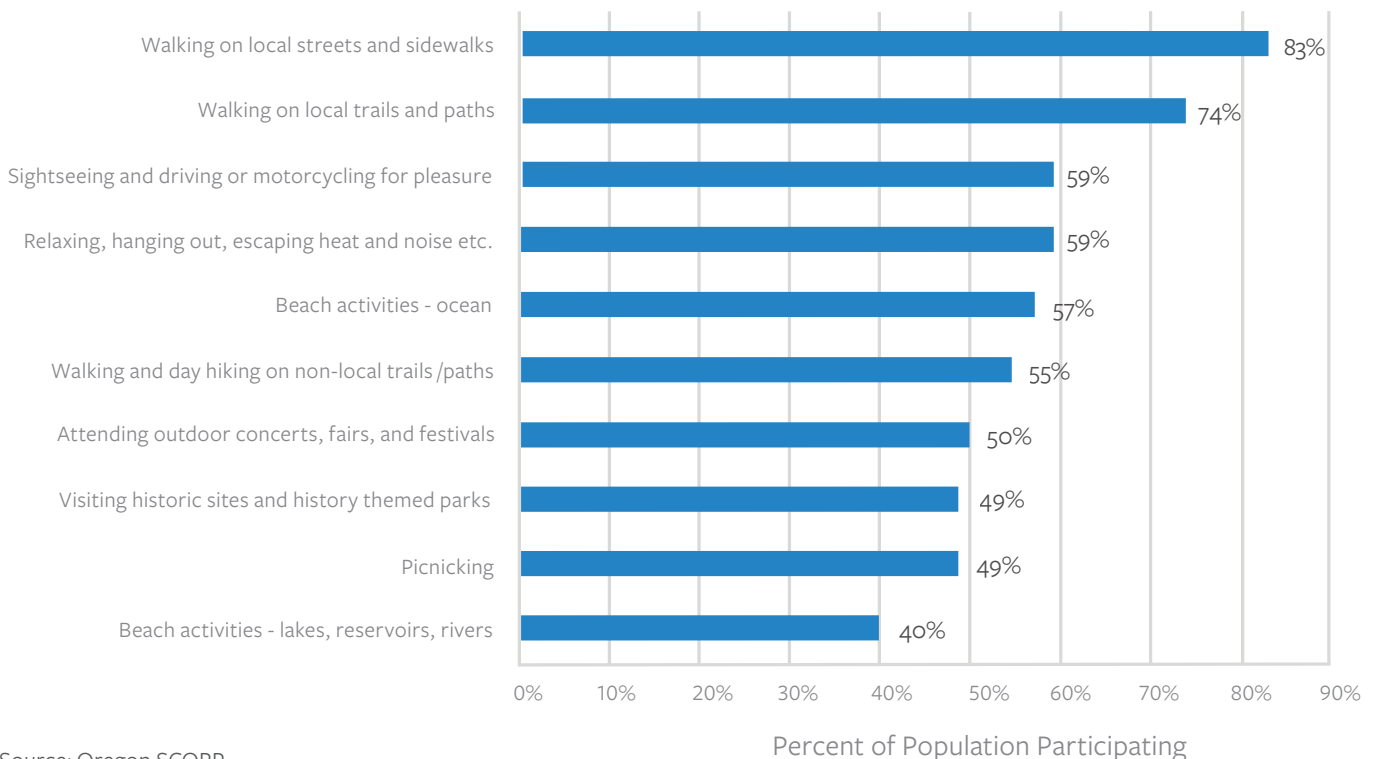
### 2.1 Applicable Planning Documents

#### Oregon Statewide Comprehensive Outdoor Recreation Plan (SCORP) 2019-2023

Careful attention was paid to the SCORP to help ensure that priorities in comprehensive plan align with those in the planning document. The SCORP is Oregon’s five-year planning tool for outdoor recreation and guides the use of Land and Water Conservation Fund (LWCF) funds that come into the state of Oregon. The plan looks at participation across a series of state and County locations as well as numerous age, ethnic, economic, and other demographic groups. The plan is based on a statewide survey and helps to set priorities for local, regional, and statewide funding. The report identifies five statewide issues that apply to the district and this comprehensive plan:

1. An aging population
2. An increasingly diverse population
3. A lack of youth engagement in outdoor recreation
4. An underserved low-income population
5. The health benefits of physical activity

Below are figures that portray participation in outdoor recreation activities in Lane County and across Oregon, based on the 2019-2023 SCORP survey data.



Source: Oregon SCORP

The chart below shows the top ten outdoor recreation activities throughout Oregon, and the percentage of population engaged in each of them. SCORP data reported that 83% of the population walks on local streets and sidewalks as the top outdoor recreation activity, followed by 74% walking on local trails and paths.

Data in the Table below demonstrates that greater access to clean restrooms, and trails for walking are the highest future priorities for outdoor recreation participants in Oregon.

**PRIORITIES FOR FUTURE PARKS AND RECREATION INVESTMENT IN OREGON**

Item	Mean	Percent				
		1	2	3	4	5
Cleaner restrooms	3.94	5.3	6.4	19.9	25.3	43.0
Dirt / other soft surface walking trails and paths	3.71	5.9	8.7	22.3	34.5	28.6
More restrooms	3.62	6.8	10.9	24.4	28.9	28.9
Children’s playgrounds and play areas made of natural materials (logs, water, sand, boulders, hills, trees)	3.54	11.6	9.4	22.5	26.3	30.1
Nature and wildlife viewing areas	3.52	8.1	10.8	26.5	30.0	24.6
Public access sites to waterways	3.52	10.1	10.0	24.9	27.5	27.5
Picnic areas and shelters for <u>small</u> visitor groups	3.48	6.3	12.3	28.5	32.6	20.2
More places and benches to observe nature and others	3.39	9.8	13.4	26.2	28.8	21.8
Security cameras in key places	3.33	16.1	12.7	20.6	23.7	26.9
Paved / hard surface walking trails and paths	3.32	12.6	14.9	24.0	25.1	23.4
Off-street bicycle trails and pathways	3.26	17.2	12.4	22.2	23.7	24.2
Children’s playgrounds and play areas built with manufactured structures like swingsets, slides, and climbing apparatuses	3.25	13.8	14.2	25.9	25.0	21.1
More shaded areas	3.25	13.1	12.9	29.6	25.1	19.3
Picnic areas and shelters for <u>large</u> visitor groups	3.05	13.9	19.1	30.1	22.0	14.8
Additional lighting	3.02	19.6	15.9	25.2	21.2	18.0
Community gardens (where you can grow vegetables)	2.94	24.9	15.2	20.9	18.9	20.1
Off-leash dog areas	2.92	25.9	14.4	21.9	17.7	20.2
Multi-use sports fields	2.80	24.7	18.0	24.4	18.2	14.8
Designated paddling routes for canoes, kayaks, rafts, driftboats	2.79	25.3	17.1	24.5	19.5	13.6
Low-impact exercise equipment	2.48	34.1	18.8	22.7	13.8	10.6
Off-highway vehicle trails/ areas	2.44	36.9	19.3	19.3	12.2	12.4

Source: 2019-2023 Oregon SCORP



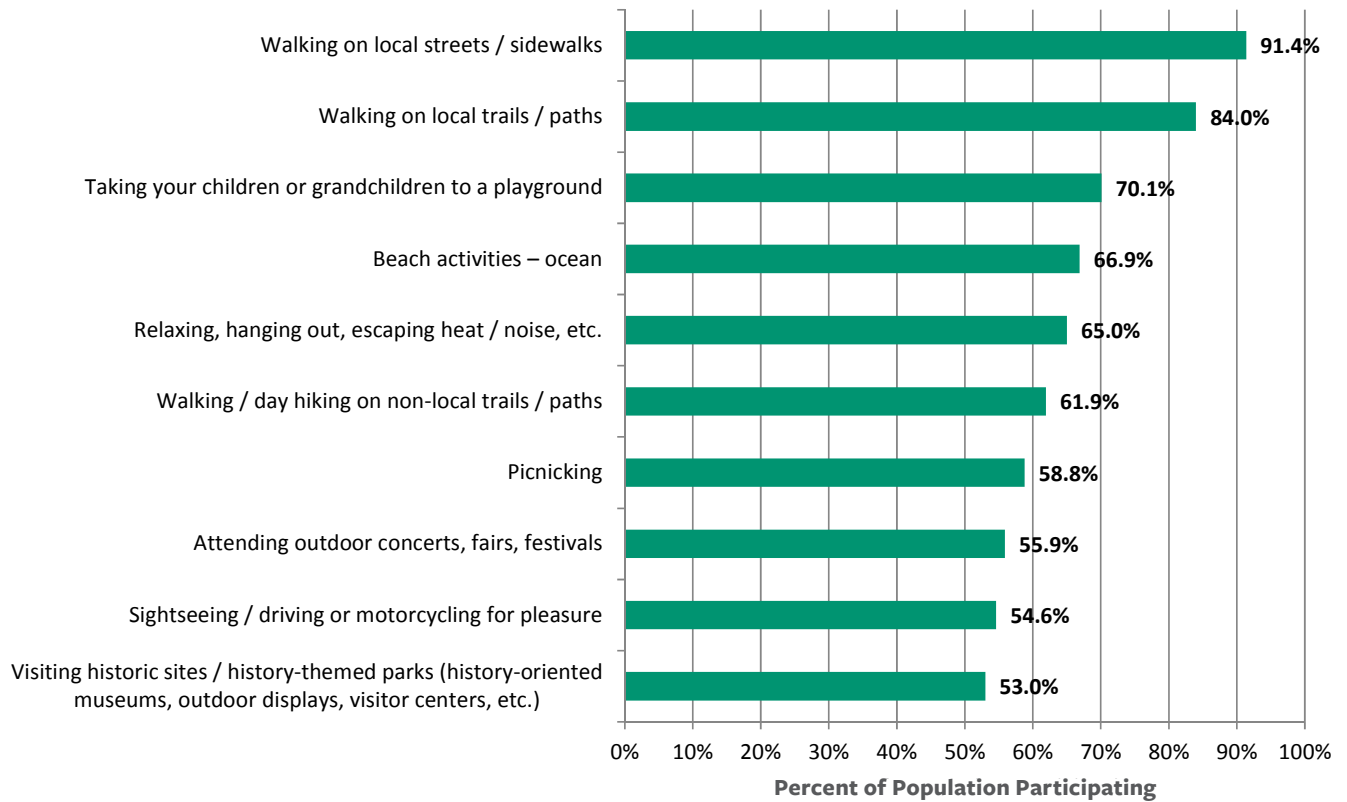
Appendix 2: Summary of Related Planning Documents

**COMMUNITY RECREATION PROGRAM NEED, OREGON GENERAL POPULATION IN 2017**

Type of program, class, or event	Do you have a need for this program, class, or event?		If yes, how well is your need being met? – Mean score*	Which programs are most important?			
	% Yes	% No		% 1st Choice	% 2nd Choice	% 3rd Choice	% 4th Choice
Farmer’s market	68.6	31.4	3.83	40.8	16.6	10.3	7.1
Concert	56.3	43.7	3.29	9.9	18.1	14.0	9.1
Outdoor sports	48.5	51.5	3.43	13.8	8.2	9.0	9.4
Outdoor movies	46.2	53.8	2.63	3.2	7.5	9.5	11.9
Water exercise	41.0	59.0	3.00	5.8	6.8	6.5	7.5
Historical tours	40.2	59.8	2.75	2.9	5.6	8.7	8.9
Arts and crafts (ceramic, painting)	39.8	60.2	3.04	4.0	6.9	7.3	7.5
Quiet zone for reading or meditating	38.8	61.2	3.20	4.8	6.5	6.9	7.1
Environmental education	34.9	65.1	2.74	3.1	4.6	5.9	7.4
Yoga	34.4	65.6	3.12	3.0	4.5	4.8	4.5
Game area (e.g., chess, cards)	26.4	73.6	2.58	1.2	2.3	3.3	4.4
Walking club	26.3	73.7	2.73	0.7	1.1	1.2	0.5
Computer education	25.5	74.5	2.77	1.3	2.4	3.4	4.0
Social dancing	24.3	75.7	2.68	1.3	2.5	3.0	4.2
Aerobics	22.8	77.2	3.10	1.1	1.7	1.8	1.7
Tai Chi	20.8	79.2	2.73	1.5	2.2	2.0	2.1
Zumba	18.7	81.3	3.02	1.0	1.6	1.6	1.6
Pilates	18.4	81.6	2.84	0.5	0.8	0.8	1.2

Source: 2019-2023 Oregon SCORP

**TOP TEN ACTIVITIES FOR OREGON FAMILIES WITH CHILDREN**



Source: 2019-2023 Oregon SCORP

**LANE COUNTY OUTDOOR RECREATION NEEDS**

LANE COUNTY NEED			
Oregon Public Recreation Provider Survey			
Close-To-Home Priorities	Mean	Dispersed-Area Priorities	Mean
Trails connecting adjacent communities	4.50	Connecting trails into larger trail systems	4.71
Urban bike paths (separate from street traffic)	4.50	Day-use hiking trails	4.57
Community trail system	4.00	Off-highway vehicle trails/ areas	4.43

Source: 2019-2023 Oregon SCORP



Appendix 2: Summary of Related Planning Documents

**Oregon Statewide Planning Goals - 2019**

The state of Oregon updated mandatory planning goals in 2019; eight of these goals are applicable to this comprehensive plan. Because this plan is programmatic and does not directly lead to purchase

of property, construction of parks or facilities, or create environmental impacts, many of the planning guidelines from the 2019 statewide goals are not applicable. BerryDunn worked to help ensure Willamalane’s plans follow the statewide planning goals.

Planning Goal #	Statewide Planning Goal	Applicable to Willamalane’s Comprehensive Planning
1	Citizen Involvement	Yes
2	Land Use Planning	Yes
3	Agricultural Lands	Minimally
4	Forest Lands	Yes
5	Natural Resources, Scenic and Historic Areas, and Open Spaces	Yes
6	Air, Water, and Land Resources Planning	Yes
7	Areas Subject to Natural Hazards	Yes
8	Recreation Needs	Yes
9	Economic Development	No
10	Housing	No
11	Public Facilities and Services	Minimally
12	Transportation	Minimally
13	Energy Conservation	Minimally
14	Urbanization	No
15	Willamette River Greenway	Minimally
16	Estuarine Resources	No
17	Coastal Shorelands	No
18	Beaches and Dunes	No
19	Ocean Resources	No

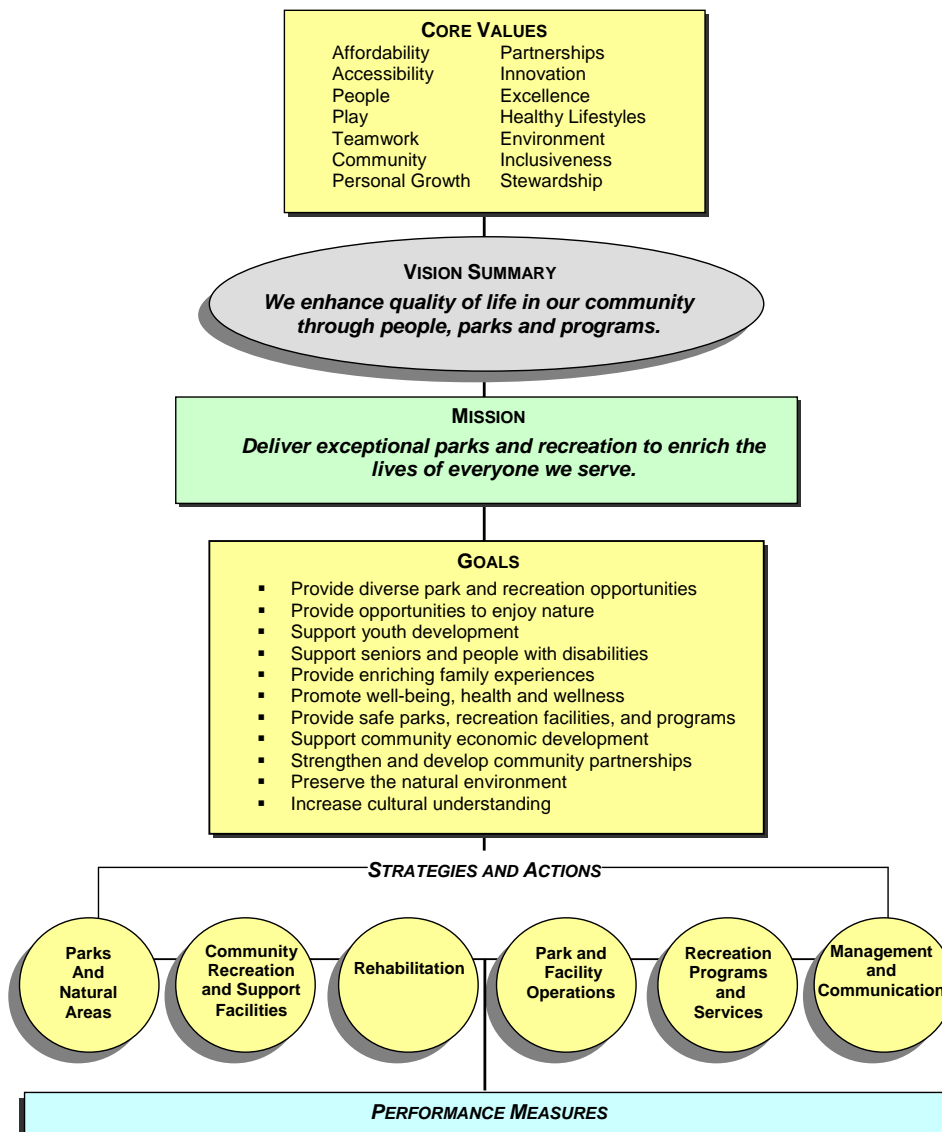
### Willamalane Park and Recreation District Comprehensive Plan - 2012

The 2012 WILLAMALANE comprehensive plan focused on the district’s fourteen core values; development of eleven goals that led to six strategies regarding parks and natural areas; community recreation and support facilities; rehabilitation; park and facility operations; recreation programs and services; and department management and communication. The plan did an excellent job identifying performance measures. The plan resulted in a district capital improvement plan that identified \$39 million in capital projects from 2012 to 2021 and an additional \$29 million between 2022 and 2031. An additional \$34 million in unfunded projects was also documented. Capital project funding was identified from existing fund balances, system development charges, grants and donations, and a general obligation bond.

The plan also focused on the following areas of improvement:

- Collaboration
- Glenwood and Downtown areas
- Thurston Hills Ridgeline
- Connections to waterways
- Opportunities for active play
- Reinvestment
- Resource conservation
- Recreation programs

#### 2012 WILLAMALANE COMPREHENSIVE PLAN MISSION, VALUES, GOALS, AND STRATEGIES



## 2.2 Community Needs Assessment - 2017

The district published the results of their last community needs assessment in 2017, allowing comparisons to the 2012 assessment conducted during the last comprehensive plan update. The community was engaged with a 23-question survey that received 139 paper responses, 1,079 online responses, and 664 intercept surveys and targeted conversations with members of the Latinx community. The needs assessment analysis concluded:

- 90% of district residents are highly satisfied with facilities and services
- District programs and services provided great value
- Over 94% of district residents feel welcome, safe, and comfortable with district facilities and services

In addition to satisfaction, the assessment also evaluated participation, awareness of district facilities and programs, and communication.

Key findings led to the following areas of focus for Willamalane:

- Increase community outreach in general, but target underserved populations
- Diversify programs and services to serve the Latinx population
- Increase awareness of available inclusion and accessibility accommodations
- Adjust programming schedules, fees, and locations to meet the needs of the patrons
- Collect feedback on a more regular basis and utilize that data in future programming
- Consider data from this needs assessment as baseline information when collecting feedback in the future



## 2.3 Willamalane Strategic Priorities, Recommendations, and Findings - 2018

The district set strategic priorities, identified value statements, created a structure, and identified teams for implementing the five strategic priorities below. This was a significant undertaking that provided a baseline for many of the recommendations found in this comprehensive plan.

Strategic Priorities (SP)	Key Findings/Areas of Improvement
<b>Desirable place to work and job satisfaction</b>	<ul style="list-style-type: none"> <li>● Clear, transparent, and effective communication across the organization</li> <li>● Open and clear communication with diverse groups within the organization</li> <li>● Employee involvement in decision making</li> <li>● Trust in management or board decisions</li> <li>● Opportunities for equitable promotion and advancement</li> </ul>
<b>Reinvestment plan for physical assets</b>	<ul style="list-style-type: none"> <li>● A system to inventory assets to create an asset management plan</li> <li>● A system for asset maintenance and replacement funding plan</li> <li>● A schedule for maintenance and replacement of assets</li> <li>● An evaluation of district facilities</li> <li>● Creation of maintenance standards</li> <li>● Appropriate staffing and organizational structure to support maintenance</li> </ul>
<b>Complete current bond-funded capital projects and nurture public trust</b>	<ul style="list-style-type: none"> <li>● A summary of the use of the bond was presented with only seven projects outstanding.</li> </ul>
<b>Enhance diversity</b>	<ul style="list-style-type: none"> <li>● Increase employee awareness</li> <li>● Develop an understanding of how to reach and meet the needs of the Latinx community</li> <li>● Examine access opportunities for individuals and families experiencing homelessness</li> <li>● Develop signage standards that help meet the needs of diverse populations</li> <li>● Three objectives around the Latinx population, the Americans with Disabilities Act, inclusion, and socioeconomic factors were identified along with action items.</li> </ul>
<b>Generate operating efficiencies through integrated administrative systems</b>	<ul style="list-style-type: none"> <li>● Adopt software and practices that are consistent with Willamalane goals of efficiency and flexibility</li> <li>● Develop consistent district-wide training standards and professional development opportunities</li> <li>● Ensure the security of Willamalane’s information and communication resources</li> </ul>

## 2.4 Willamalane Operational Objectives - 2022

The district identified five operational objectives to be completed by June 30, 2022. The district completed work on all five objectives in 2022.

# SUCCESS IN FISCAL YEAR 2022

SMART goals for Willamalane staff from July 1, 2021 - June 30, 2022

**S** - Specific  
**M** - Measurable  
**A** - Actionable  
**R** - Realistic  
**T** - Timely



## WILLAMALANE OPERATIONAL OBJECTIVES - 2022

### 2.5 Community Engagement Strategic Plan - 2022

The district's Community Engagement Division has eight focus areas as documented in the strategic plan, along with nine priority projects for FY 2022.

#### COMMUNITY ENGAGEMENT FOCUS AREAS

- Serving as a strategic partner for the district
- Facilitating community connection
- Ensuring brand consistency
- Advocating for an exceptional patron experience
- Marketing
- Public relations and communication
- Legislative affairs
- Resource development

**PRIORITY PROJECTS FOR FY22**

- Lead district marketing, communication, and design that supports recreation, parks, district initiatives, and the Willamalane brand
- Develop and deploy a district-wide internal communication strategy
- Lead district public communication
- Obtain \$151,500 in sponsorships and donations
- Deploy and implement brand guidelines
- Develop and deploy an annual report
- Lead the district’s legislative affairs efforts
- Lead the district in the production and execution of the 1PASS Program (programs for 2021 and 2022)
- Support and activate registration day campaigns

**2.6 Diversity, Equity, and Inclusion (DEI) Strategic Action Plan - 2021**

Willamalane’s 2021 DEI Strategic Action Plan lays out goals that represent a three-year, comprehensive

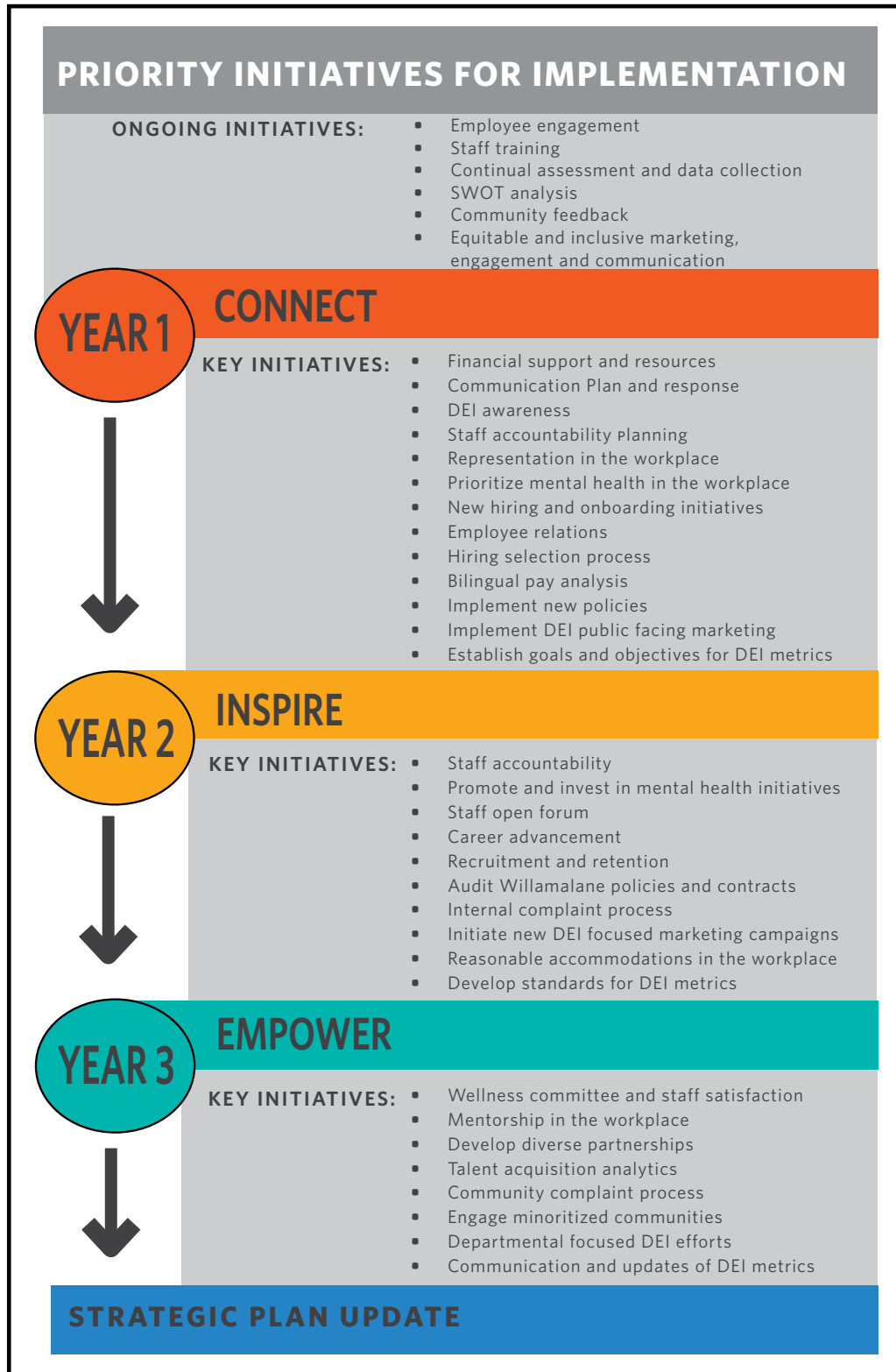
approach to Diversity, Equity, Inclusion, and a sense of belonging for district residents and employees.

The plan identified the nine goals below and included action items directly applicable to this planning effort.

1. Develop a support system for DEI initiatives
2. Demonstrate leadership and staff commitment and accountability
3. Design a cohesive and inclusive work culture
4. Ensure recruitment, hiring practices, selection, and promotion processes encourage diversity, equity, and inclusion
5. Encourage Diversity, Equity, and Inclusion
6. Create and implement policies and procedures that are socially responsible for staff, stakeholders, patrons, participants, and vendors
7. Engage minoritized communities
8. Support departmental DEI efforts
9. Provide reasonable accommodations in the workplace



**DEI STRATEGIC PLAN PRIORITY INITIATIVES**



## 2.7 The City of Springfield, Oregon Comprehensive Plan - 2012



The City of Springfield Comprehensive Plan includes a recreation element, adopting the Willamalane Comprehensive

Plan by reference. Each update to the Willamalane comprehensive plan is to be reviewed and accepted by the City of Springfield after adoption by the district. To ensure consistency, a public engagement plan was presented to the City of Springfield at the onset of this planning process.

## 2.8 Lane County Parks and Open Space Plan – 2018



Lane County Parks span a large area that includes Florence to the West and the McKenzie and Willamette Rivers to the east. Willamalane is in the center of Lane County. Community priorities identified were to be accessible to water and nature-based recreation. Strategies include collaborating,

connecting, creating vibrance, building economic vitality, protecting resources, and creating a reflection of the county's values. Recommendations within this comprehensive plan will consider these strategies.

## 2.9 The Rivers to Ridges Metropolitan Regional Parks and Open Space Study - 2003

To create a regional vision for parks, recreation, and natural areas, the Eugene and Springfield City Councils, the Lane County Board of Commissioners, and the Willamalane Park and Recreation Board met jointly in 2000 and agreed to complete a Metropolitan Regional Parks and Open Space Study. The outcome was the Rivers to Ridges Metropolitan Regional Parks and Open Space Study that identified long- and short-term strategies for implementing the vision. While the Vision was first published in 2003, many of the elements continue to apply to current and future planning efforts.

- Variety
- Scenic Quality
- Connectivity
- Recreation and Education
- Habitat
- Rivers, Waterways, and Wetlands
- Community Buffers

## 2.10 Rivers to Ridges Metropolitan Regional Parks and Open Space Study, 2003

The 2003 study included nine vision strategies and a regional visioning map as described below.

### 1. Existing Open Space Anchors

These include existing regionally significant public parks and open space areas that form the foundation of the existing open space system. These include areas such as the Dorris Ranch Park, Buford Recreation Area, Spencer Butte Park, Island Park, Alton Baker Park, Delta Ponds, the west Eugene wetlands, the Willow Creek Natural Area, Elijah Bristow State Park, Armitage Park, and Fern Ridge Reservoir.

### 2. Potential Future Open Space Anchors

These are areas that have been identified as potential key additions to the regional parks and open space system based on ecological, scenic, recreational, or cultural values.

### 3. Key Future Upland Connections (Greenways)

These are primarily ridgeline corridors that could be used to connect major open space anchors and serve as recreational and wildlife corridors.

### 4. Key Water-Based Connections (Blueways)

These are linear corridors that follow major rivers and creeks. These corridors typically include the riparian zones and floodplains associated with creeks and rivers and are well suited for habitat protection and restoration.

### 5. Existing Recreational Trails

These include the existing major multi-use paths and trails within the study area and provide both recreational and transportation uses.

### 6. Potential Future Recreational Trails and Pathways (Opportunities)

These potential recreational trails and pathways could provide access to and between major open space anchors and would be sited to avoid impacts to sensitive habitat and private property.

### 7. Community Buffers

These are critical areas needed to provide separation between the metro area and nearby small cities. In most instances, these separators or buffers could take the form of agricultural or forest lands, riparian corridors, or other natural areas.

Appendix 2: Summary of Related Planning Documents

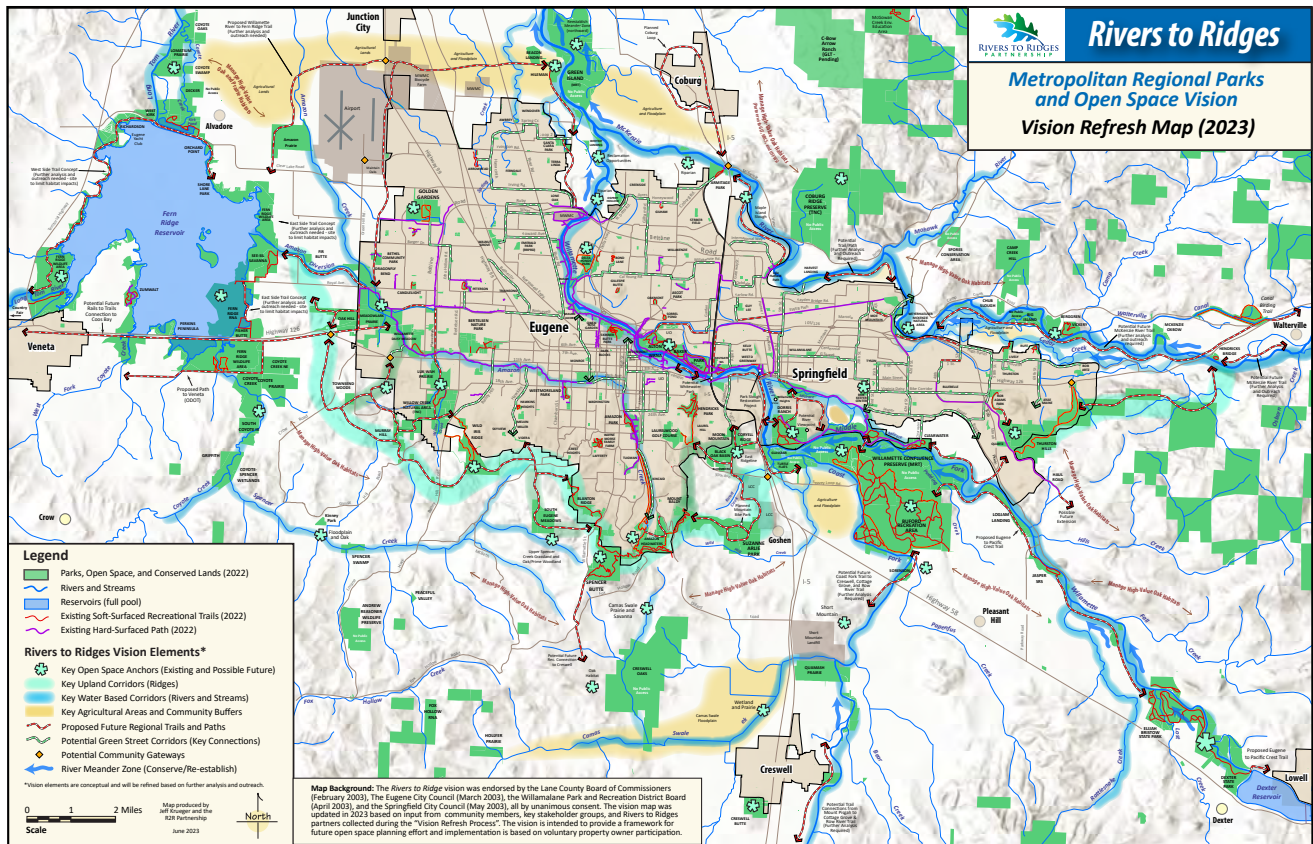
**8. Community Gateways**

These are major points of entry into the community and have the potential to provide a scenic gateway and a clear urban-rural transition.

**9. Highly Visible Scenic Resources**

These are generally forested hills, slopes, and buttes that are highly visible from population centers.

**RIVERS TO RIDGES REGIONAL PARKS AND OPEN SPACE STUDY VISION MAP**



**2.11 The 2017 Community Needs Assessment (Summary)**

The district published the results of their last community needs assessment in 2017, allowing comparisons to the 2012 assessment conducted during the last comprehensive plan update.

The community was engaged with a 23-question survey that received 139 paper responses, 1,079 online responses, and 664 intercept surveys and targeted conversations with members of the Latinx community. The needs assessment analysis concluded:

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- Increase awareness of available inclusion and accessibility accommodations
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- Collect feedback on a more regular basis and utilize that data in future programming



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# Appendix 3: Willamalane's Demographic Profile

## Appendix 3. Willamalane’s Demographic Profile

The Willamalane Park and Recreation District demographic profile was developed to provide an analysis of household and economic data in the area, helping residents to understand the historical and projected changes that may impact the community. The demographics analysis provides insight into the potential market for community parks, trails, and recreation programs and services by highlighting where and how the community is likely to change.

### 3.1 Sources

Reference data was primarily sourced from Esri Business Analyst as of May 2022. According to its website, Esri Business Analyst is “a solution that applies Geographic Information Systems (GIS) to extensive demographic, consumer spending, and business data to deliver on-demand analysis.” At the time of this report, Esri’s primary source for demographic information is the 2020 U.S. Census.

This study also analyzed data from the Population Research Center (PRC) located within the College of

Urban Planning and Affairs at Portland State University, which tracks Oregon’s growth and demographic changes. Data available from the PRC was used as the basis of the population estimates and projections for this report.

While PRC and Esri both utilize the U.S. Census as their primary data source, the data represented here differs due to local and regional estimates. When compared, those differences in data have been noted and analyzed.

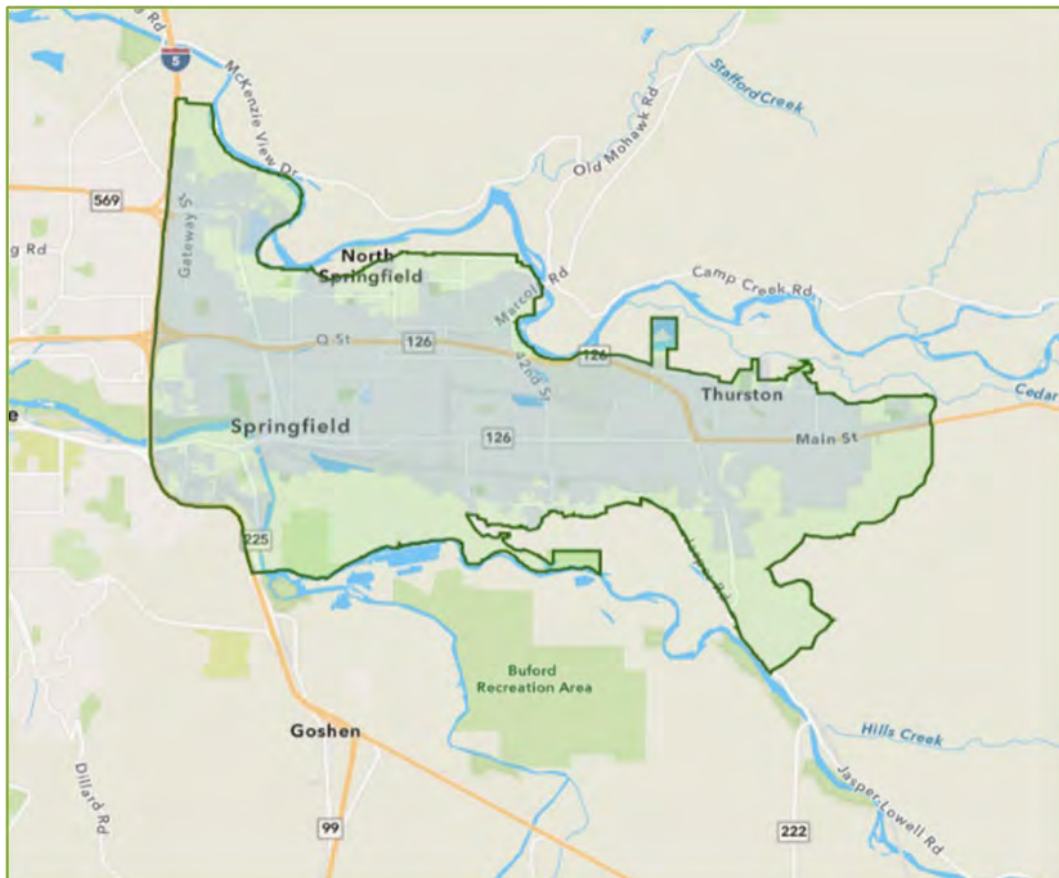
Finally, information about health, wellness, and disability status was sourced from the American Community Survey (ACS) and the Robert Wood Johnson Community Health Foundation.

### 3.2 Area of Study

Willamalane utilized Springfield’s urban growth boundary (UGB) as the geographic boundary for the demographic analysis. In addition, comparisons to the City of Springfield’s city limits were analyzed to provide additional context.

The boundary of the UGB is approximately 24.1 square miles. The City of Springfield’s city limits is an estimated 15.74 square miles.

#### CITY OF SPRINGFIELD AND SPRINGFIELD URBAN GROWTH BOUNDARIES



### 3.3 Community Profile

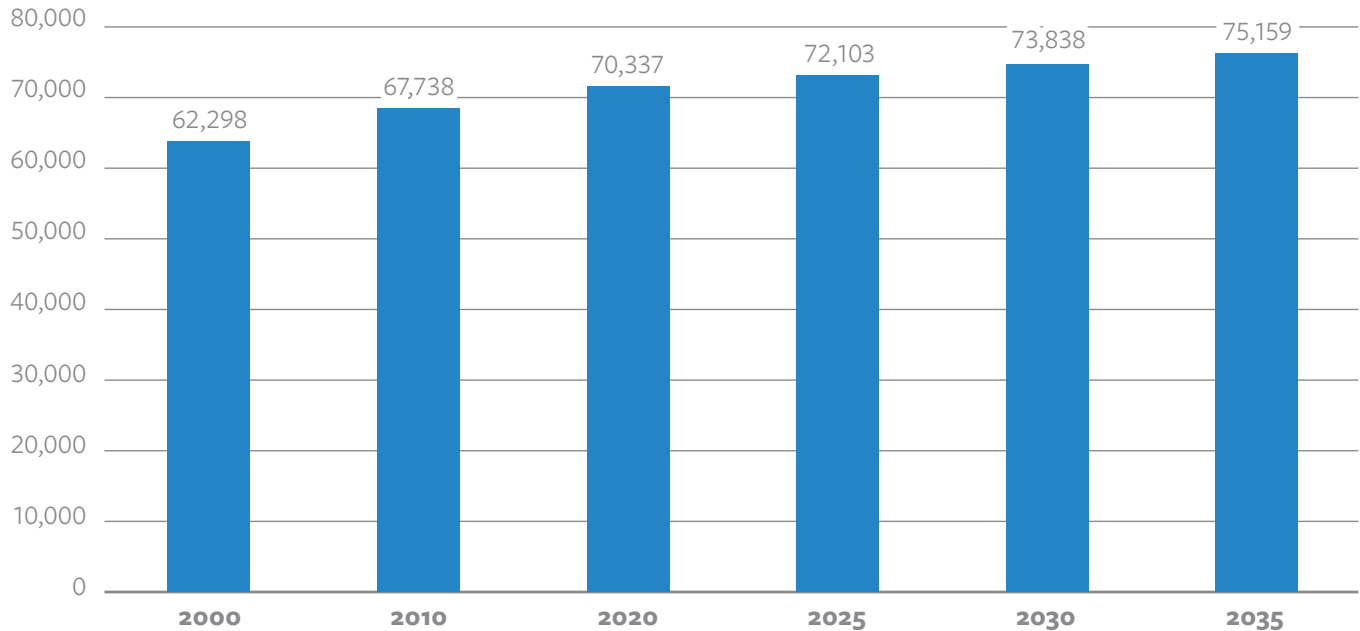
#### Population

From 62,298 in 2000, the population within the Springfield UGB has continued to grow steadily over the past two decades. In 2020, the population was estimated at 70,337. The PRC projects that the UGB population will grow to over 75,159 by 2035.

The UGB population was estimated at 70,337 in 2020.



#### HISTORIC AND PROJECTED POPULATION GROWTH IN SPRINGFIELD UGB



#### Household Information

Analysis of the household characteristics within the Springfield UGB indicates that the area has a lower median income and a lower average home value than the state of Oregon. The following facts demonstrate the key highlights regarding household information compared to the state:

- The median household income was \$50,481, which is over \$15,000 less than the median household income of \$65,472 for the state of Oregon (Esri, 2021).
- The average home value was \$311,024, which is less than the home value average of \$441,837 in the state of Oregon (Esri, 2021).
- Over 18.3% of households in the City of Springfield were below the poverty level in 2020 compared to 12.4% in the state of Oregon (ACS, 2020).
- The average household size in the Springfield UGB (2.48) was similar to the state of Oregon (2.47) (ACS, 2020).
- Children in the Springfield Public Schools System had a 61.5% participation rate in the free and reduced lunch program as reported in 2018, which is the third highest rate of the 12 school districts in Lane County.
- The average household size in the Springfield UGB (2.48) was similar to the household size in state of Oregon (2.47), (ACS, 2020).




Appendix 3: Willamalane’s Demographic Profile

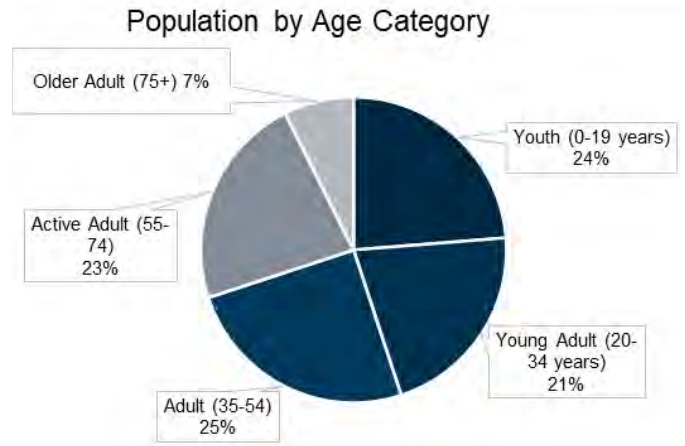
**Age**

The median age in the Springfield UGB was 38.4 years old in 2021. This is slightly younger than the median ages in the state of Oregon (40.3) and the United States (38.8) (Esri, 2021).

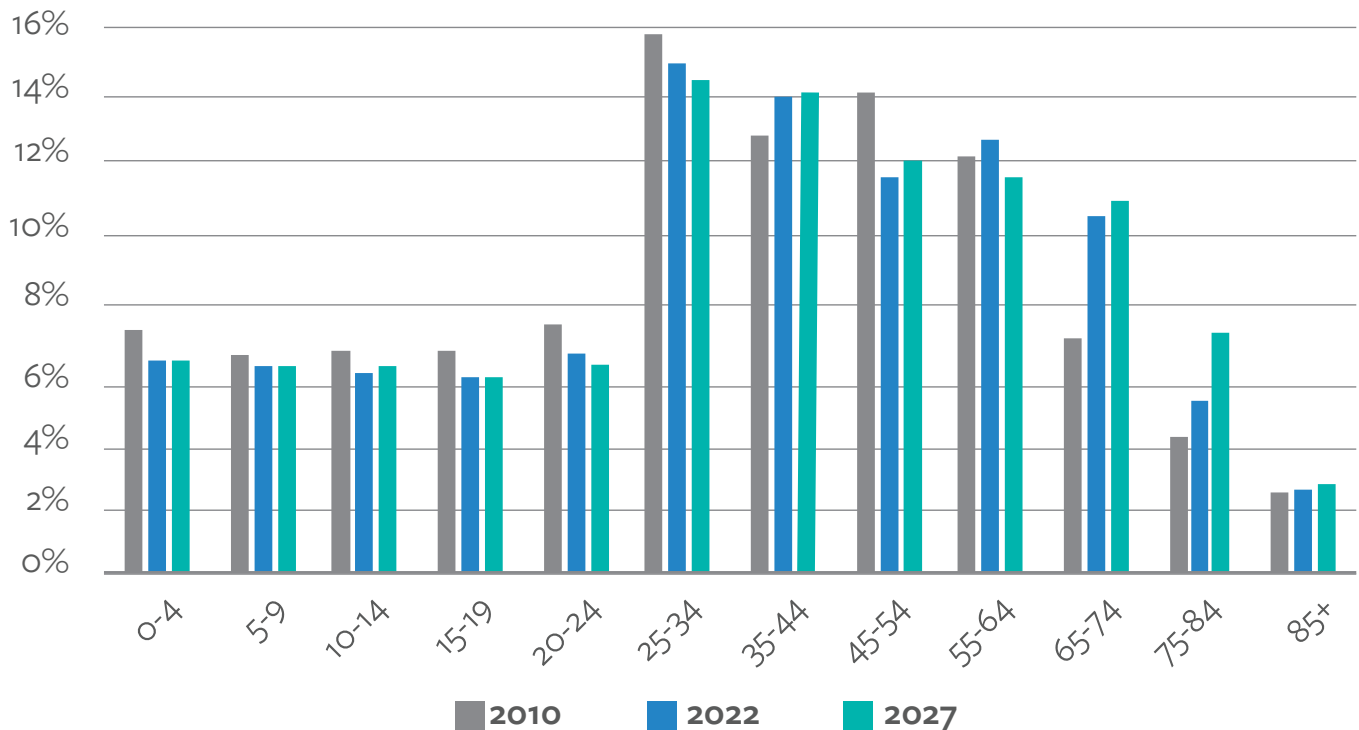
The median age in 2022 was 48.4 years old.



**AGE DISTRIBUTION CHARACTERISTICS IN SPRINGFIELD UGB (PROJECTED POPULATION IN 2026)**



Age groups 0 – 4, 5 – 9, 10 – 14 and 15 – 19 all account for approximately one-fourth of the total youth population in each group. Age group projections are in the chart below.



Source: 2021 Esri Business Analyst

### Race and Diversity

The UGB population is becoming more diverse over time. While still mostly white, the number of Latinx people (irrespective of race) has increased from 11.32% in 2010 to an estimated 16.95% in 2026.

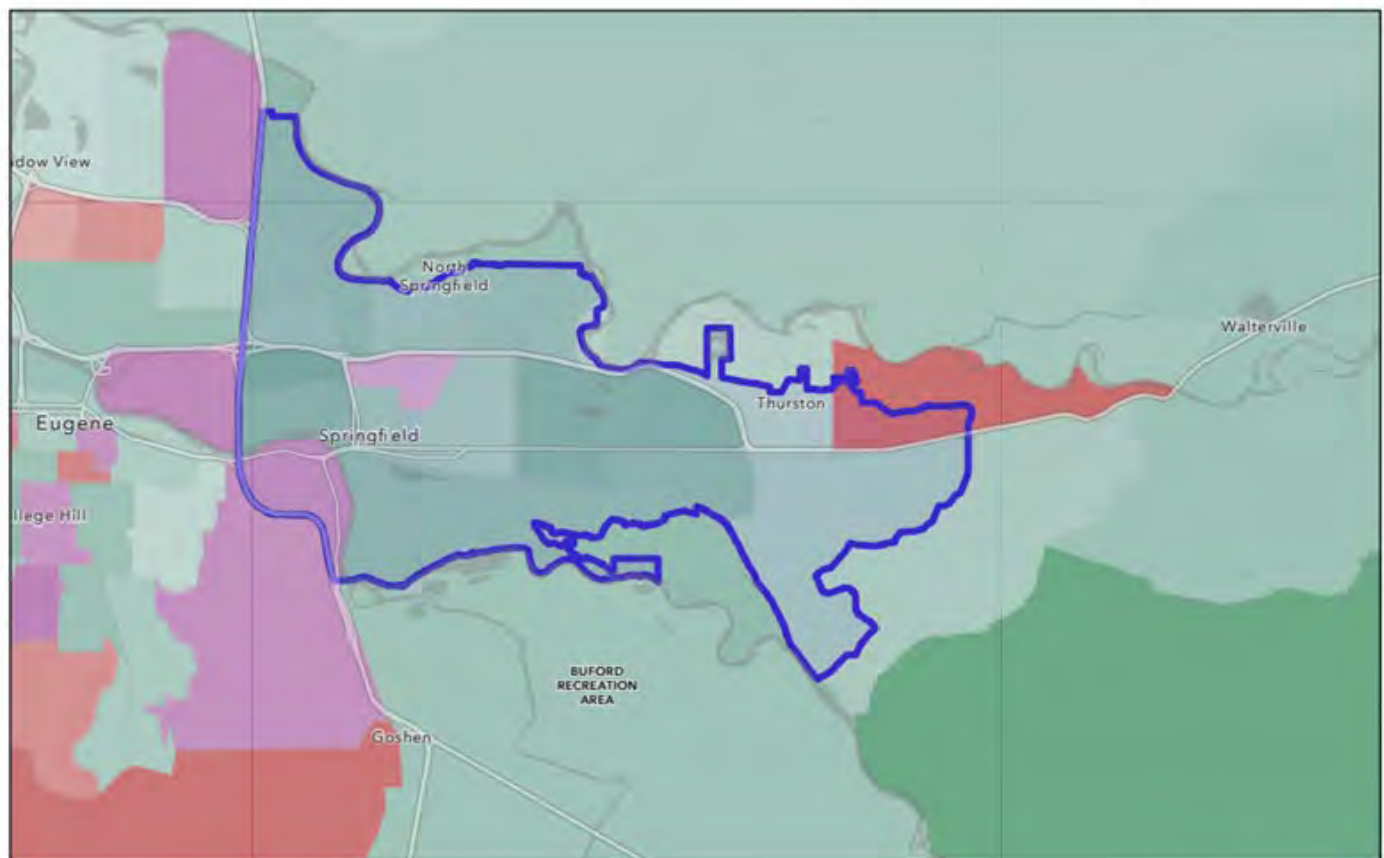
The population of people of color distribution is mapped in the figure below; purple represents the Asian population, and red represents a population of two or more races. The eastern side of Springfield has a higher percentage of those from two or more races (not Hispanic or Latinx), while most of the UGB population is primarily white. Parts of central Springfield and southwestern Springfield have a higher percentage of the Asian residents.

### RACE AND ETHNICITY IN THE SPRINGFIELD UGB

Population Group	2010	2021	2026 Projection
White	86.55%	82.91%	81.04%
Black/African American	1.01%	1.29%	1.42%
Asian	1.26%	1.68%	1.87%
American Indian/ Alaska Native	1.39%	1.65%	1.76%
Pacific Islander	0.31%	0.34%	0.35%
Two or More Races	4.63%	5.78%	6.34%
Other Race	4.85%	6.36%	7.22%
Hispanic	11.32%	14.84%	16.95%

Source: Esri Business Analyst, 2021

### MINORITY RACE DISTRIBUTION IN SPRINGFIELD UGB



6/5/2022

- Geography Areas
- Urban Growth Boundaries
- Tract
- Hispanic or Latino Population
- Asian alone, Not Hispanic or Latino Population
- American Indian and Alaska Native alone, Not Hispanic or Latino Population
- Two or More Races, Not Hispanic or Latino Population

1:140,837

0 0.75 1.5 3 mi

0 1.25 2.5 5 km

Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

BerryDunn  
Copyright 2022

Appendix 3: Willamalane’s Demographic Profile

**People with Disabilities**

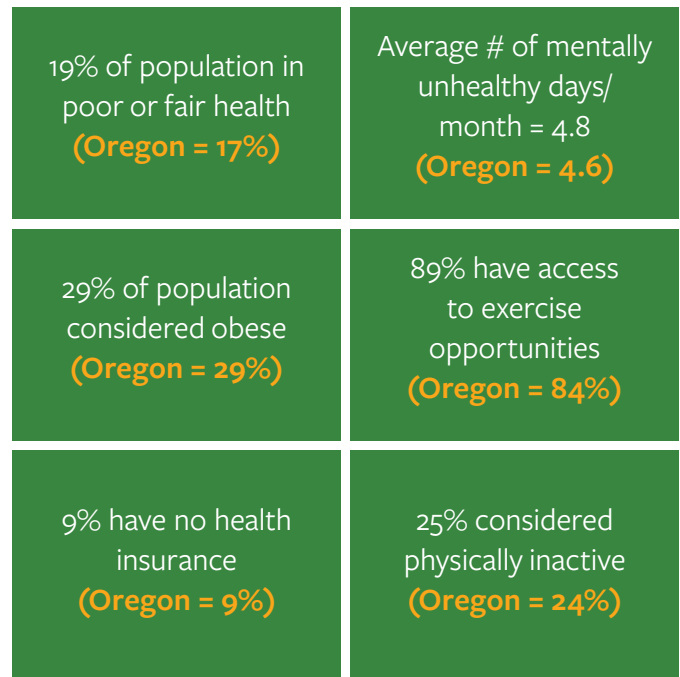
According to the ACS, 19.1% of Springfield’s UGB population experienced living with some sort of hearing, vision, cognitive, ambulatory, self-care, and/or independent living difficulty in 2021. This is higher than the state of Oregon at 14.3% and reaffirms the importance of inclusive programming and Americans with Disabilities Act (ADA) transition plans for parks and facilities. See Table 5b below for a breakout of disability by percentage in the Springfield UGB. The highest percentage of individuals with disabilities in Lane County are American Indian/Alaska Natives (21.6%), white (17.6%), two or more races (15.6%), and Latinx (11.1%).<sup>3</sup>

**TYPES OF DISABILITIES IN THE CITY OF SPRINGFIELD UGB**

Hearing difficulty	5.7%
Vision difficulty	3.4%
Cognitive difficulty	8.9%
Ambulatory difficulty	9.1%
Self-care difficulty	3.3%
Independent living difficulty	8.4%

**3.4 Health and Wellness**

Understanding the status of a community’s health can help inform policies related to recreation and fitness. The Robert Wood Johnson Foundation’s County Health Rankings and Roadmaps provide annual insight on the general health of national, state, and county populations. Lane County, home to the city of Springfield, ranked in the higher-middle range of counties in Oregon (higher 50% – 75%) in 2021. The following figure provides additional information regarding the county’s health data as it may relate to parks, recreation, and community services (Robert Wood Johnson Foundation, 2021).



Source: Robert Wood Johnson Foundation’s County Health Rankings and Roadmaps

<sup>3</sup> Lane County Health Equity Report, 2020.



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# Appendix 4: Willamalane Park and Recreation District Comprehensive Plan Survey Report

# Appendix 4. Willamalane Park and Recreation District Comprehensive Plan Survey Report

May 23 | 1  RRC



## Willamalane Park and Recreation District Comprehensive Master Plan Survey Report







## Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Willamalane
- Current Usage
- Current Conditions
- Future Facilities, Amenities and Services
- Communication
- Financial Choices/Fees
- Demographics

## Introduction

- The purpose of this study was to gather community feedback on the Willamalane PRD parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist the Willamalane PRD in developing a plan to reflect the community's needs and desires.





## Research Methods

### 1 = Statistically Valid (Invitation Survey)

Paper surveys were mailed to a systematic random sample of addresses in Willamalane Park and Recreation District with the option to complete online through password protected website (1 response per household).



262 Invitation surveys completed  
+/- 6.0% Margin of Error

### 2 = Open Link Survey

Later, the online survey was made available to all Willamalane Park and Recreation District stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,336 Open Link surveys completed

4,502 Surveys Mailed  
(4,406 delivered)

1,598

Total  
Surveys  
Completed

## Weighting the Data

1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Willamalane Park and Recreation District residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the age and ethnicity distributions in the total sample were adjusted to more closely match the actual population profile of the **Willamalane Park and Recreation District**.

## Key Findings



Two samples were collected in the survey effort, the statistically-valid invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. **In general, responses from the Open link survey are similar to the invite, a positive finding that it indicates a more general consensus across the two samples.**



**Respondents show higher levels of familiarity of the parks, recreation facilities and services provided by Willamalane.** The average rating for the invite sample was 3.6 out of 5 with 5 being “very familiar” and an average of 4 out of 5 for the Open link. Trails/paths maintained by Willamalane, natural areas/open spaces and parks and playgrounds are the most frequently used amenities by both samples.



**Awareness of facilities and services provided by Willamalane are the top areas if addressed, would increase use;** including for those who identify as Latinx particularly for Areas A and F, and households with a disability.

## Key Findings



**Overall, respondents generally feel very welcome in Willamalane parks and facilities.** The average was 4.3 for the Invite sample and 4.4 for the Open link on a scale of 1 to 5, with 5 being “very welcome”.



**The top future amenity and facility priority for both samples is park safety and maintenance. Top priorities for the trail system include soft-surface hiking trails in scenic settings, connectivity between existing trails, and accessible walking trails.**



**Natural areas/open spaces, community centers and basketball court needs are highly meeting the needs of the community.** Restrooms in parks, pickleball courts and outdoor fitness stations in parks needs are not being met as well.

# Key Findings



**Approximately 89% of invite respondents have children 12-17 at home.** Among those with 12–17-year-old children at home, 96% respond saying more trails and bike paths are needed.



**Among invite respondents, 69% prefer direct mail for communication, and 64% prefer email communication.** Currently, 63% of respondents use direct mail for communication. Effectiveness of communication about parks, recreation facilities, and services is rated to be at least a 3 out of 5 by 74% of invite respondents.



**About 69% of the Invite respondents responded they will probably or definitely support a bond referendum for specific projects.** In total for both samples, over half of respondents support fees for new development of parks and recreation facilities. 45% of invite respondents do not support increased property taxes.

# Living in Willamalane

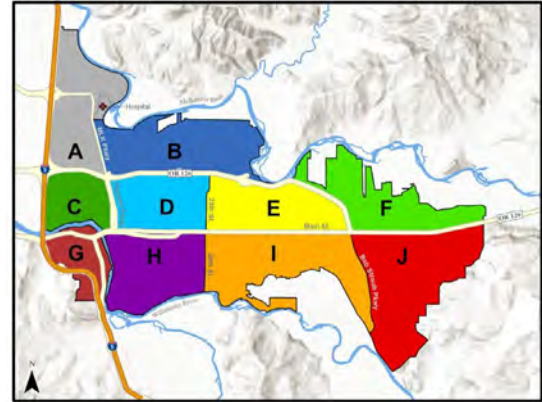
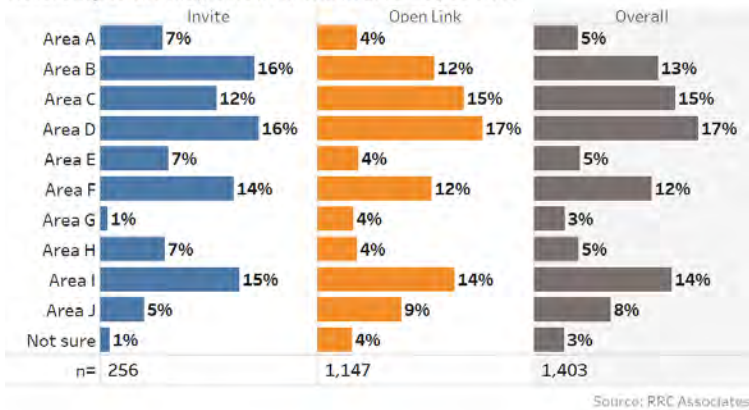




## Location in Willamalane

Respondents are well dispersed throughout the Willamalane Park and Recreation District, with fewer from Area G.

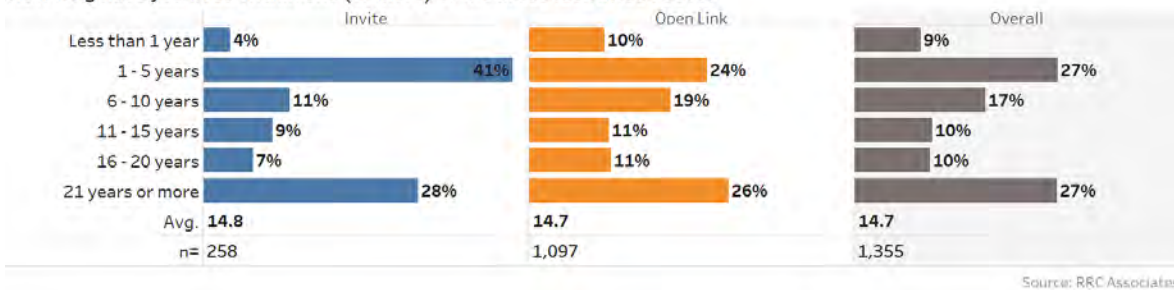
According to the map below, in which area do you live?



## Length of Time in Willamalane

There are both newer residents and older residents in the District. A total of 45% of the Invite sample has lived in the area for less than a year to five years, and 28% have lived in the area for 21 years or more. The average length of time in the community for both samples is about 15 years.

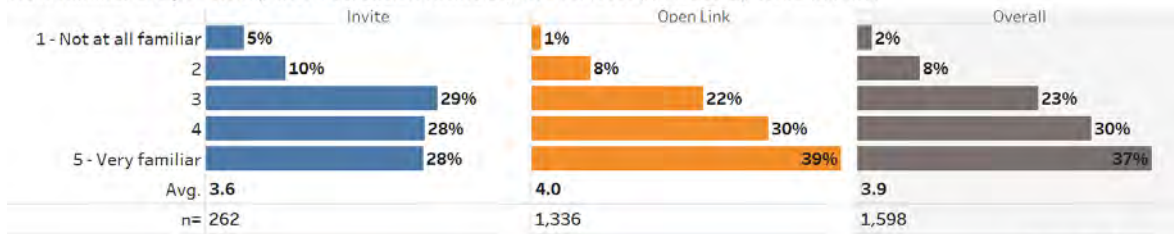
How long have you lived within one (or more) of the areas identified above?



## Familiarity with Parks and Recreation Facilities

Respondents show higher levels of familiarity of the parks, recreation facilities and services provided by Willamalane. The average rating for the invite sample was 3.6 out of 5 with 5 being “very familiar” and an average of 4 out of 5 for the Open link.

How familiar are you with parks, recreation facilities, and services provided by Willamalane?



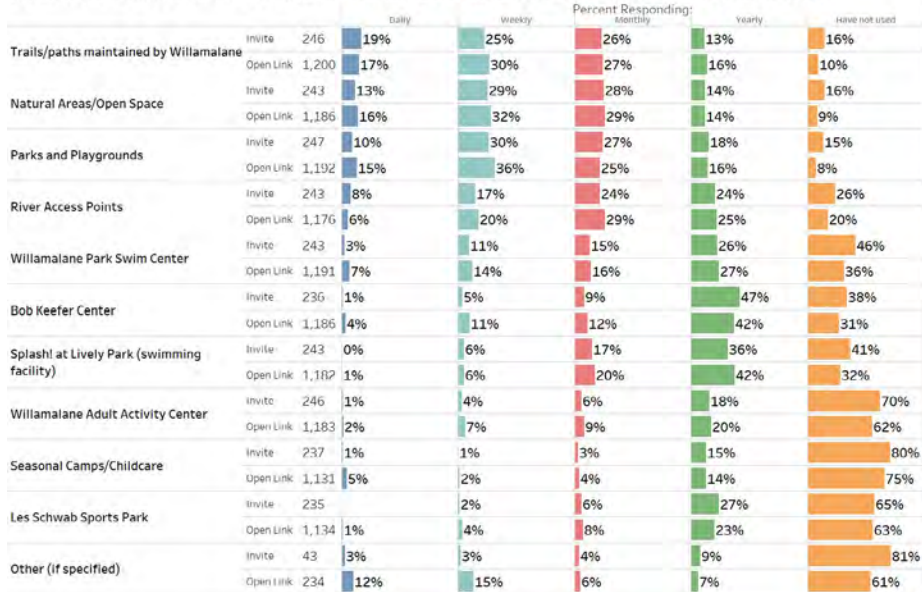
## Current Usage



# Frequency of Use

- Trails/paths maintained by Willamalane, natural areas/open spaces and parks and playgrounds are the most frequently used amenities by both samples.
- Les Schwab Sports Park was the least frequently used.

Q 4: How often do you or members of your household use Willamalane parks, recreation facilities, and services?



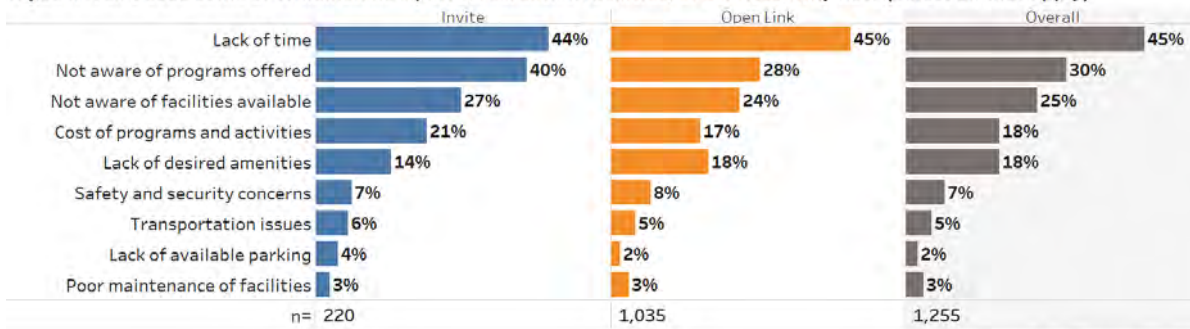
Source: RRC Associates  
\*Responses are sorted by frequency of use.



# Reasons for Non-Use

About 45% of both samples say one of their main reasons for not using the Districts facilities and services is lack of time. Over two-thirds (67%) of Invite respondents, and 52% of Open link respondents are unaware of programs and facilities offered and available.

If you haven't used some of Willamalane's parks, recreation facilities, or services, why not? (Select all that apply)



Source: RRC Associates

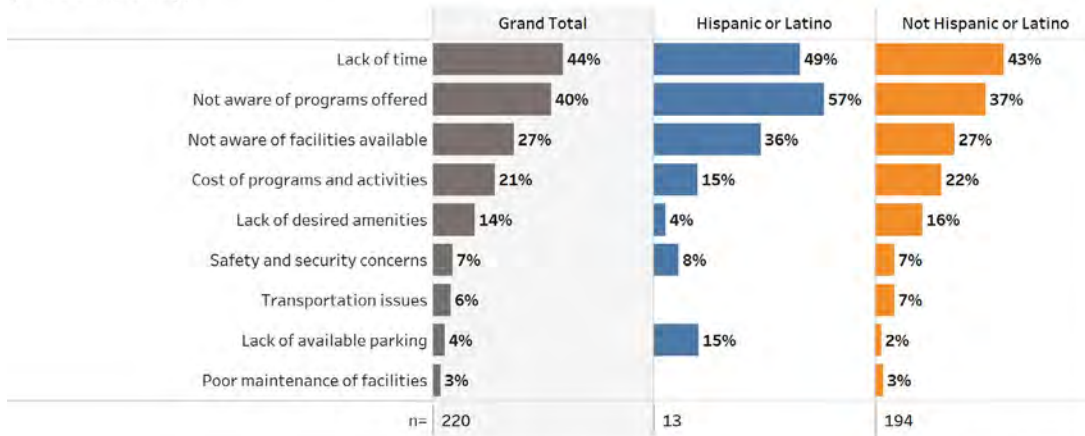




## Reasons for Non-Use By Ethnicity of the Invite Sample

The sample size of Hispanic or Latino respondents for this question was low, so results may not be representative of the entire community; however, among the Hispanic or Latino respondents, 57% are unaware of programs offered, 20% more than those who are not Hispanic or Latino. Additionally, 36% of respondents who are Hispanic or Latino are not aware of facilities available compared to 27% of those that are not.

If you haven't used some of Willamalane's parks, recreation facilities, or services, why not? (Select all that apply)  
(Invite Sample only)



Source: RRC Associates



## Reasons for Non-Use By Location of the Invite Sample

By area, reasons for non-use varied, but are generally concentrated on a lack of time, awareness and cost. Individual sample sizes for this question are low for many areas after segmenting and may not represent the full community. Caution should be used for any results with a sample size less than 30.

If you haven't used some of Willamalane's parks, recreation facilities, or services, why not? (Select all that apply) (Invite Sample only)



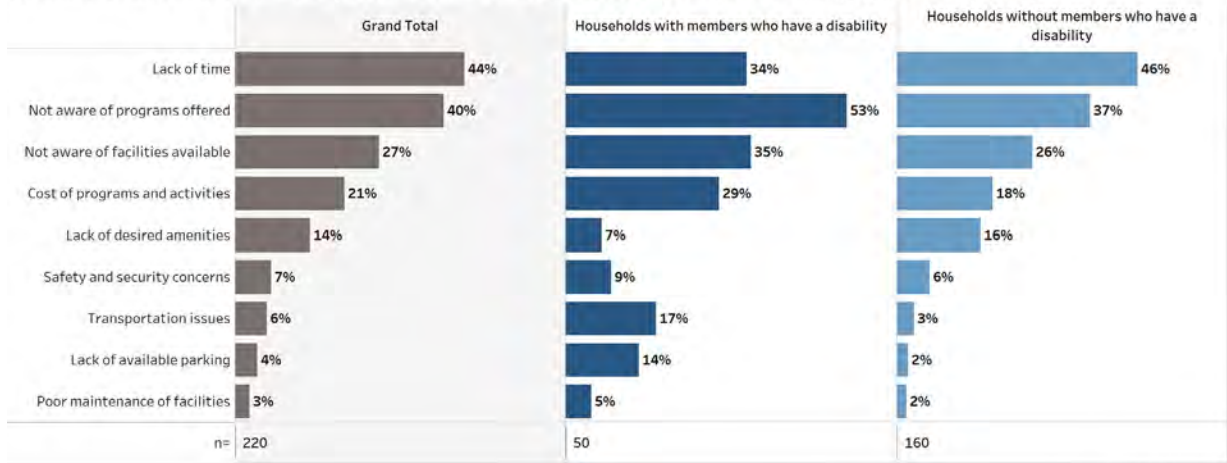
Source: RRC Associates



## Reasons for Non-Use By Households with a Disability (Invite Sample)

Over half of households with members who have a disability (53%) are unaware of programs and 35% are unaware of facilities available by Willamalane Park and Recreation District.

If you haven't used some of Willamalane's parks, recreation facilities, or services, why not? (Select all that apply) (Invite Sample only)

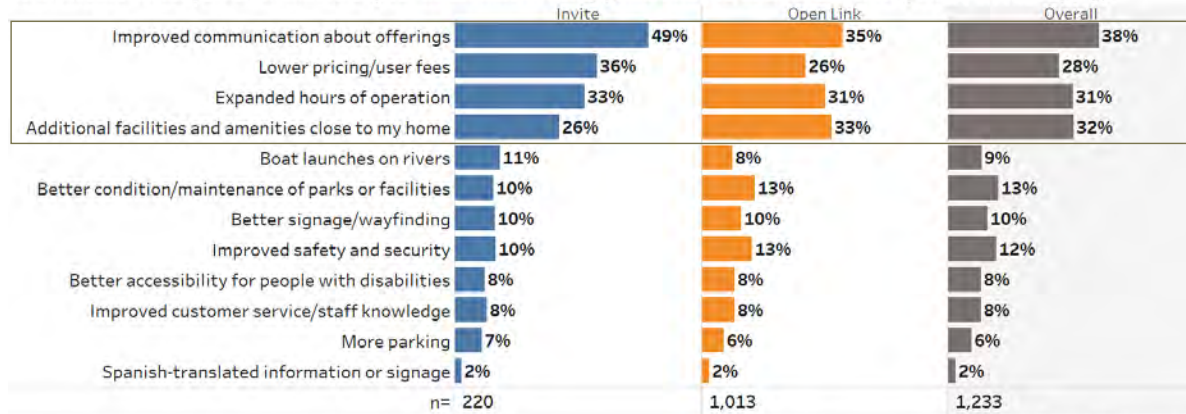


Source: RRC Associates

## Assistance to Use Parks or Recreation Facilities

The highlighted responses show the top methods of assisting members of the area in using the Willamalane's parks and recreation facilities. At least a quarter of both samples feel that including improved communication, lower pricing/fees, Expanded hours and additional facilities would increase their use of parks and recreation facilities.

What would assist you or members of your household in using parks and recreation facilities? (Select all that apply)

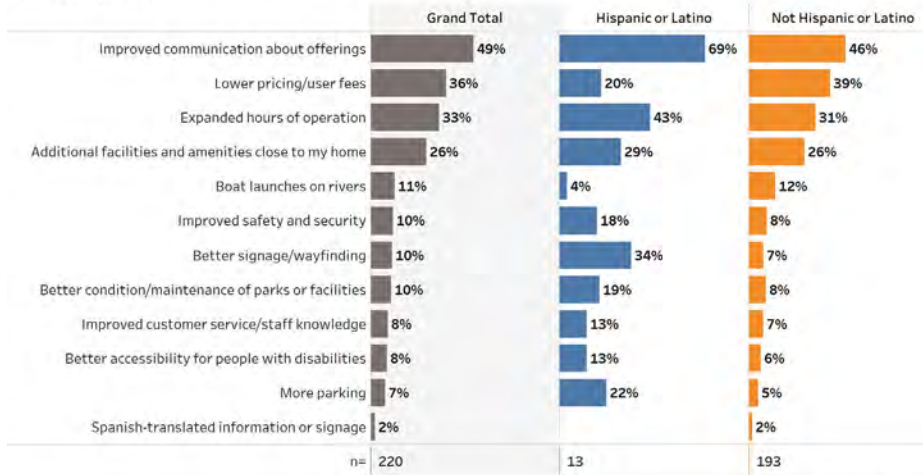


Source: RRC Associates

## Assistance to Use Parks or Recreation Facilities By Ethnicity of the Invite Sample

While the sample size is too low to generalize to the community, 69% of Hispanic or Latino respondents indicate that improved communication about offerings would assist households in using parks and recreation facilities.

What would assist you or members of your household in using parks and recreation facilities? (Select all that apply)  
(Invite Sample only)

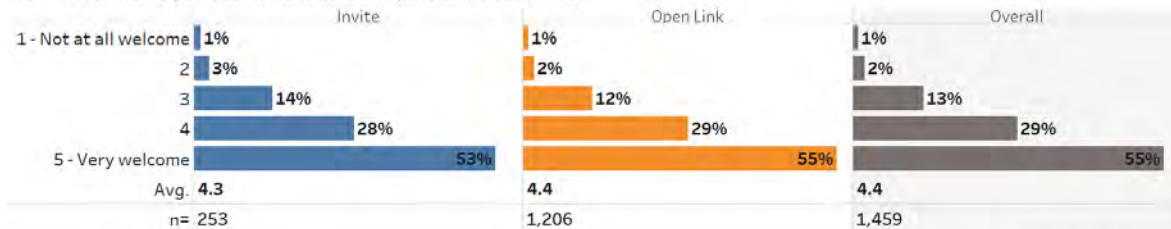


Source: RRC Associates

## Sense of Welcomeness at Parks and Facilities

Overall, respondents generally feel very welcome in Willamalane parks and facilities. The average was 4.3 for the Invite sample and 4.4 for the Open link on a scale of 1 to 5, with 5 being "very welcome".

How welcome do you feel in Willamalane parks and facilities?



Source: RRC Associates

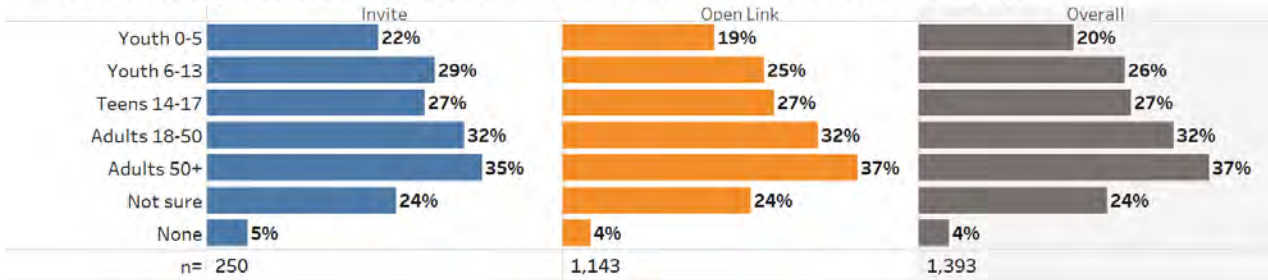




## Age Groups and Additional Programing

All ages groups showed some level of support for additional programming; however, the majority of respondents expressing a desire for additional programs and services focused on adults. For the invite sample, 32% believe adults 18-50, and 35% believe adults over 50, should have additional programs and services.

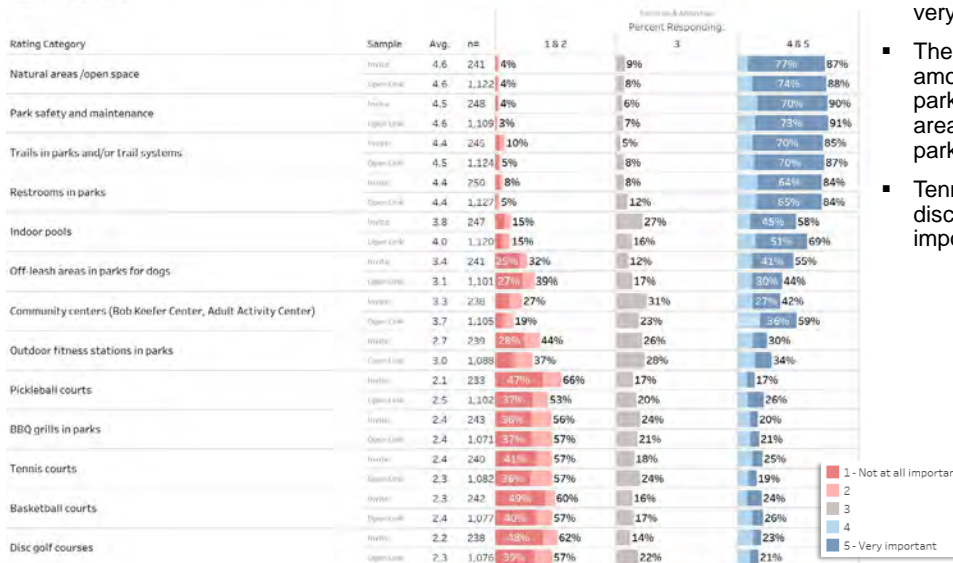
What age groups do you believe should have additional programs or services? (Select all that apply)



Source: RRC Associates

## Facilities and Amenities- Importance

Q 10: Please rate how important the following facilities and services are to your household. Please provide an answer regardless of whether you have used the facility or service.  
Facilities & Amenities

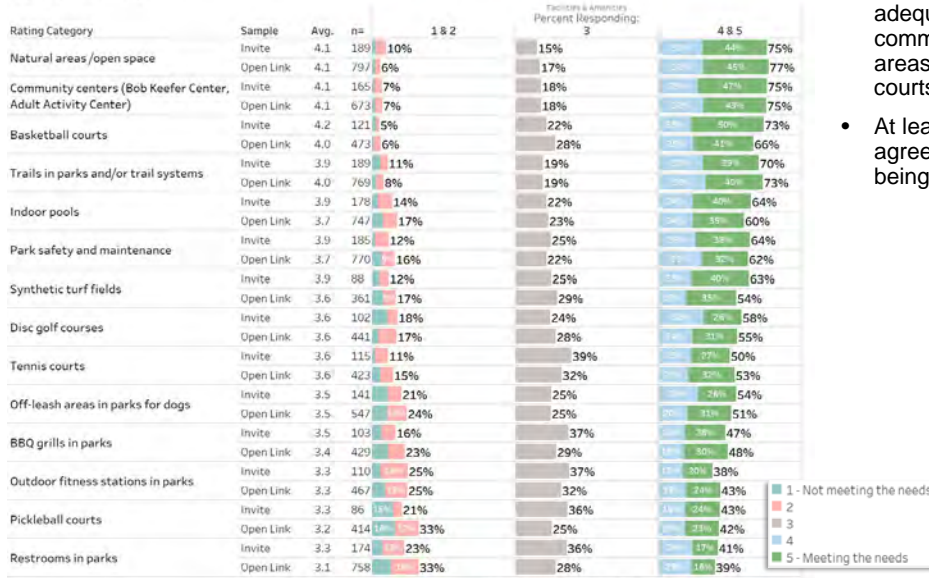


\*Ratings categories are sorted in descending order by their average rating.  
Source: RRC, 8/2016/2018

# Facilities and Amenities- Needs Met

Q 10: Please rate how well you think the following facilities and services are currently meeting the needs of the community. Please provide an answer regardless of whether you have used the facility or service.

Facilities & Amenities

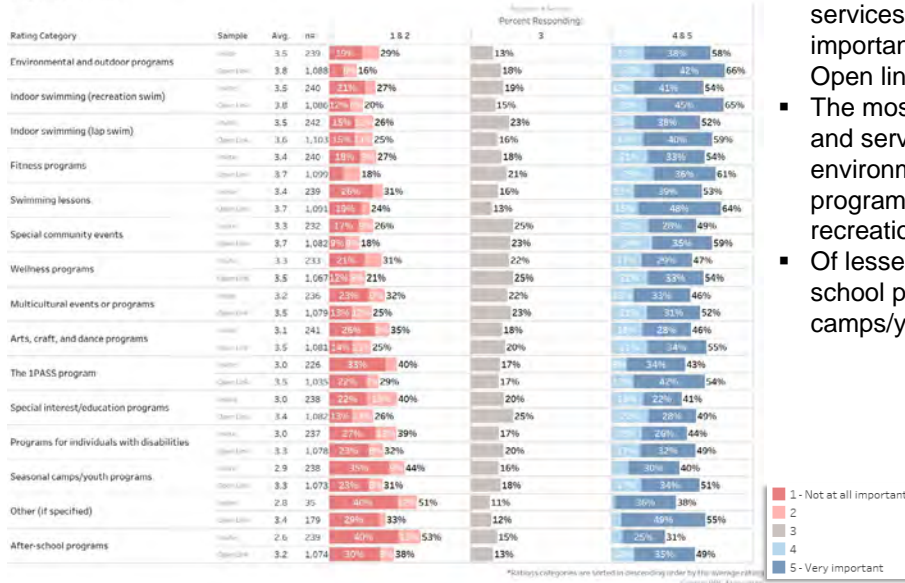


- All facilities and amenities are adequately meeting the needs of the community (3.1 and above), with the areas of most concern being pickleball courts and restrooms in parks.
- At least 41% of Invite respondents agree that all 14 amenity needs are being met at a 4-5 rating level.

# Programs & Services- Importance

Q 10: Please rate how important the following facilities and services are to your household. Please provide an answer regardless of whether you have used the facility or service.

Programs & Services

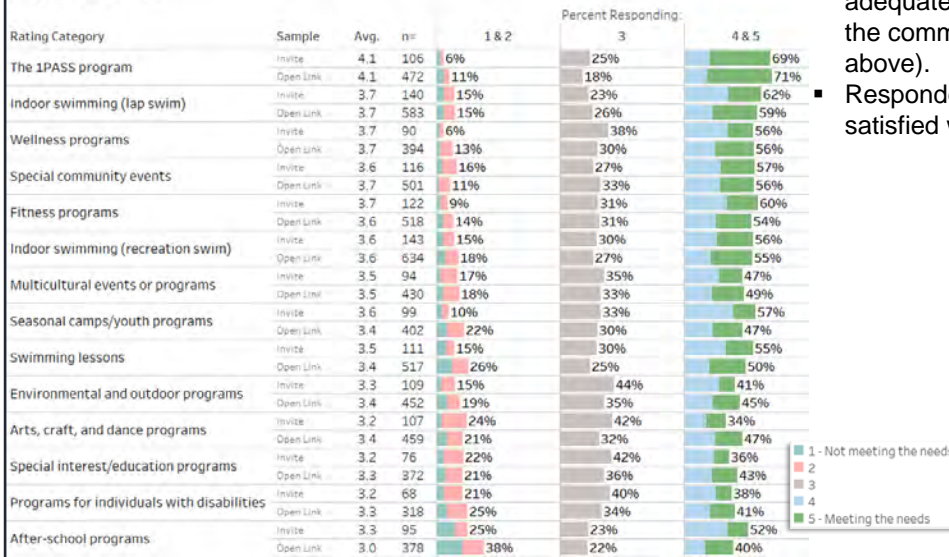


- Almost all programs and services showed higher levels of importance, particularly for the Open link sample.
- The most important programs and services include environmental and outdoor programs and swimming (both recreational and lap)
- Of lesser importance are after-school programs and seasonal camps/youth programs.



## Programs and Services - Needs Met

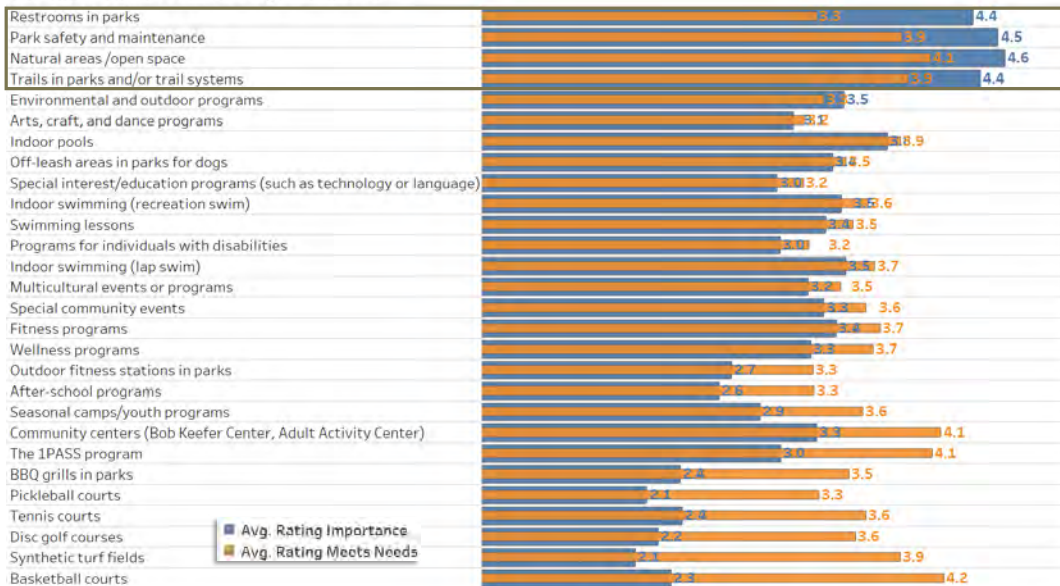
Q 10: Please rate how well you think the following facilities and services are currently meeting the needs of the community. Please provide an answer regardless of whether you have used the facility or service.  
Programs & Services



- All programs and services are adequately meeting the needs of the community (scoring 3.0 and above).
- Respondents are most highly satisfied with the 1PASS program.

## Facilities and Amenities- Importance & Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



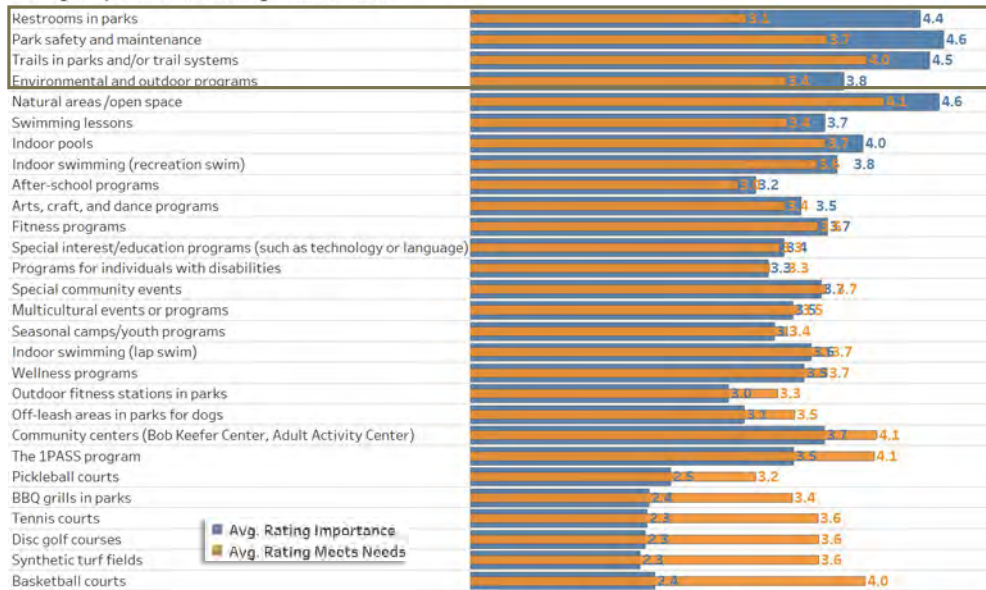
This chart shows the difference between the average importance rating and the average needs met rating.

The highlighted areas show the greatest differences between importance and needs met and could be considered priorities for future planning.

Categories sorted by difference between average importance and average needs met rating. Source: RRC Associates

## Facilities and Amenities- Importance & Satisfaction By Open Link Sample

Average Importance vs. Average Satisfaction



The greatest differences between importance and needs met are similar for the Open link sample with a greater difference for environmental and outdoor programs.

Categories sorted by difference between average Importance and average needs met, rating. Source: RRC Associates

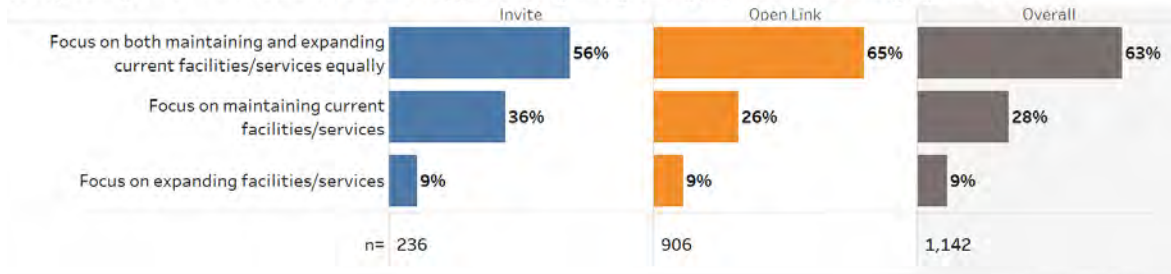
## Future Facilities, Amenities and Services



## Maintaining vs. Expanding Facilities/Services

A majority of Invite respondents (56%) agree that focusing on both maintaining and expanding the current facilities and services equally is important. More than a third (36%) of Invite respondents say focusing on maintaining the current facilities is most important.

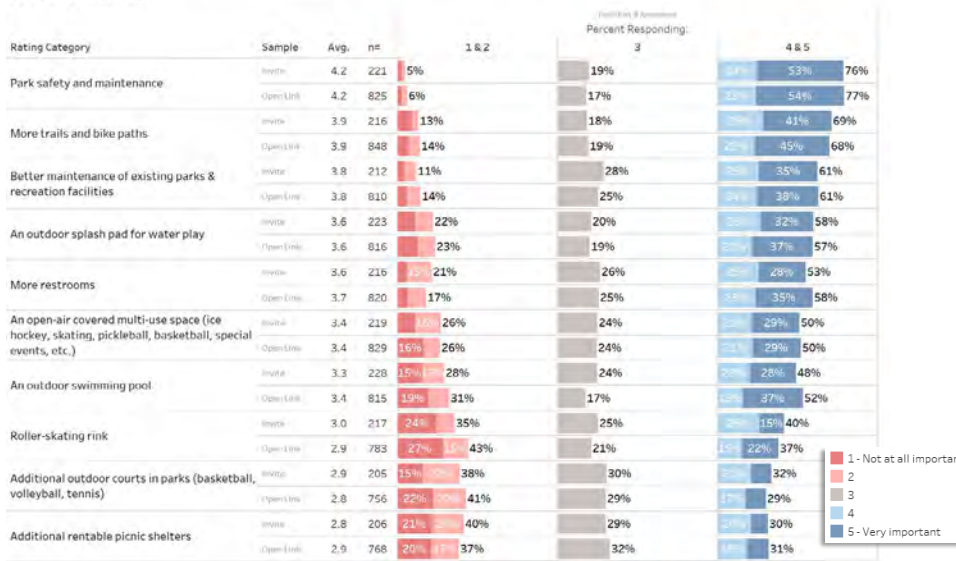
Given Willamalane has limited resources, should they be focusing more on taking care of the amenities they currently have or expanding their facilities and services to support the region's growing population and changing interests?



Source: RRC Associates

## Future Priorities Facilities & Amenities

Q 13: What are the most important needs regarding parks, recreation facilities, and/or services to be addressed by Willamalane over the next 5 to 10 years?  
Facilities & Amenities



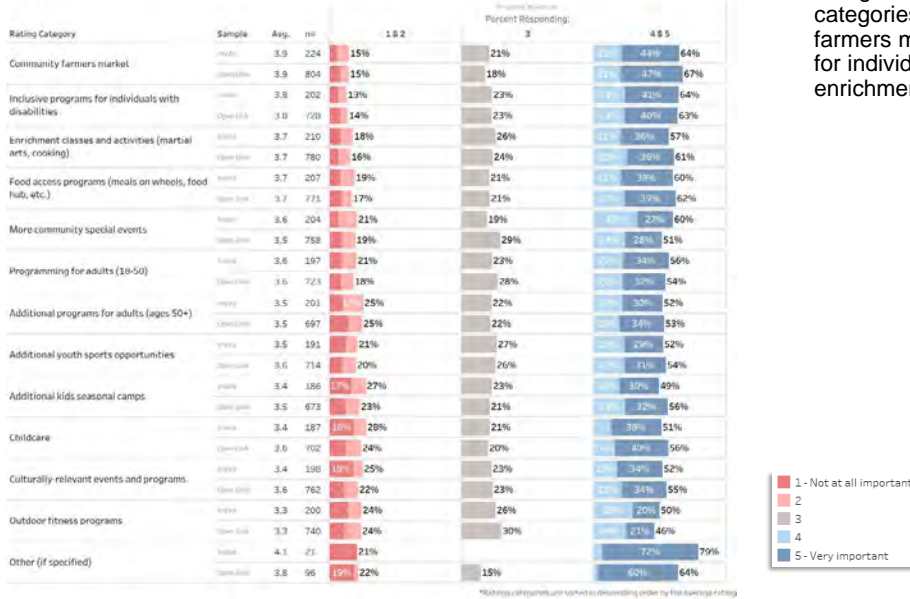
\*Ratings categories are sorted in descending order by the average rating.  
Source: RRC Associates

- The top future priorities for facilities and amenities for both samples are park safety and maintenance, more trails and bike paths and better maintenance of existing parks & recreation facilities.



# Future Priorities Programs & Services

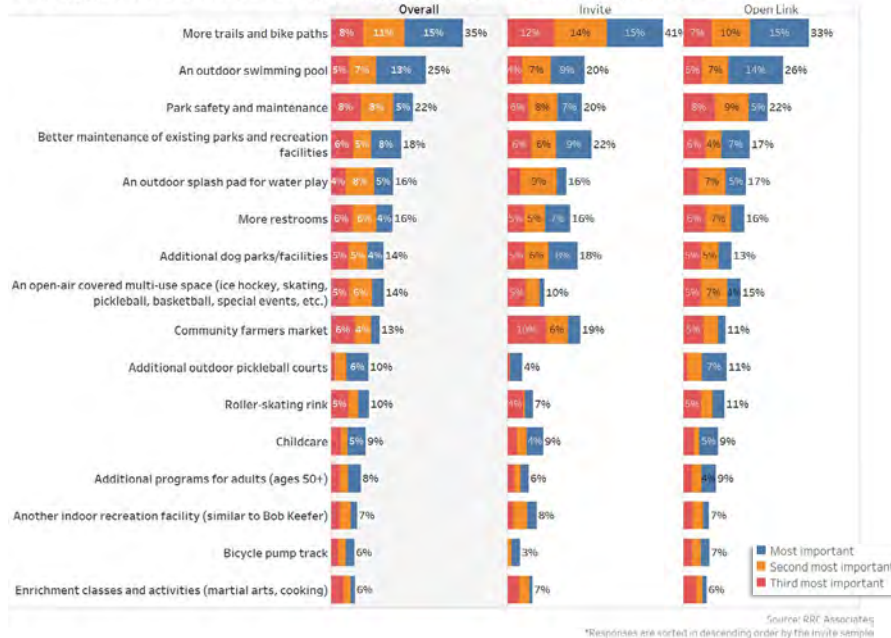
Q 13: What are the most important needs regarding parks, recreation facilities, and/or services to be addressed by Willamalane over the next 5 to 10 years?  
Programs & Services



- Programs and services show higher ratings overall, with the top-rated categories being a community farmers market, inclusive programs for individuals with disabilities and enrichment classes and activities

# Top 3 Future Needs Slide 1 of 2

Q 14: Which 3 future needs would be MOST important to you or members of your household?



- Among Invite respondents, the most important future needs are the addition of more trails and bike paths, betterment of maintenance of existing parks and recreation facilities, an outdoor swimming pool and park safety and maintenance

## Top 3 Future Needs Slide 2 of 2

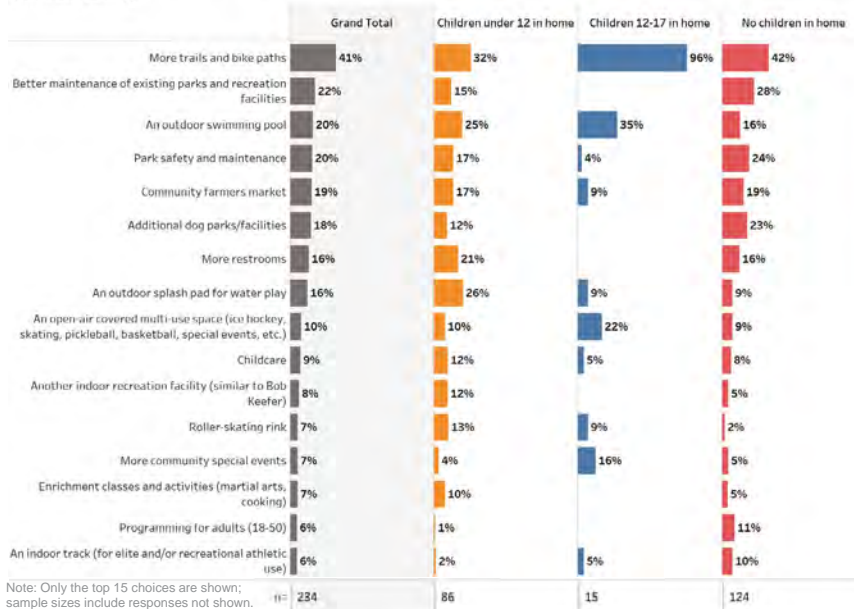
Q 14: Which 3 future needs would be MOST important to you or members of your household?



- Additional skate park, food access programs and synthetic turf fields are the lowest priorities for both samples.
- The Open link sample feels slightly stronger towards more community special events.

## Top 3 Future Needs By Households with Children of the Invite Sample (Top 16)

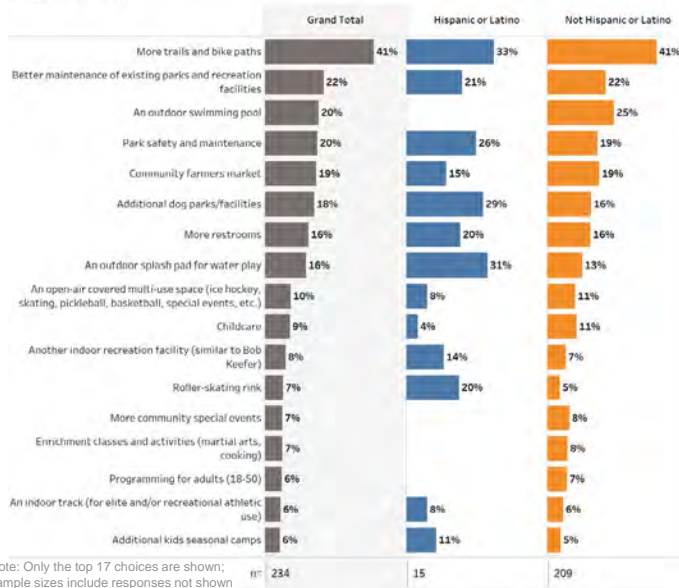
Which 3 future needs would be MOST important to you or members of your household?  
(Invite Sample only)



- Among households with children at home, as well as those without children at home, the most important future need is more trails and bike paths.
- An outdoor swimming pool is also important among households with children 12-17 at home; however, the overall sample size for this group is low and may not be representative of the whole community.

## Top 3 Future Needs By Ethnicity of the Invite Sample (Top 17)

Which 3 future needs would be MOST important to you or members of your household?  
(Invite Sample only)

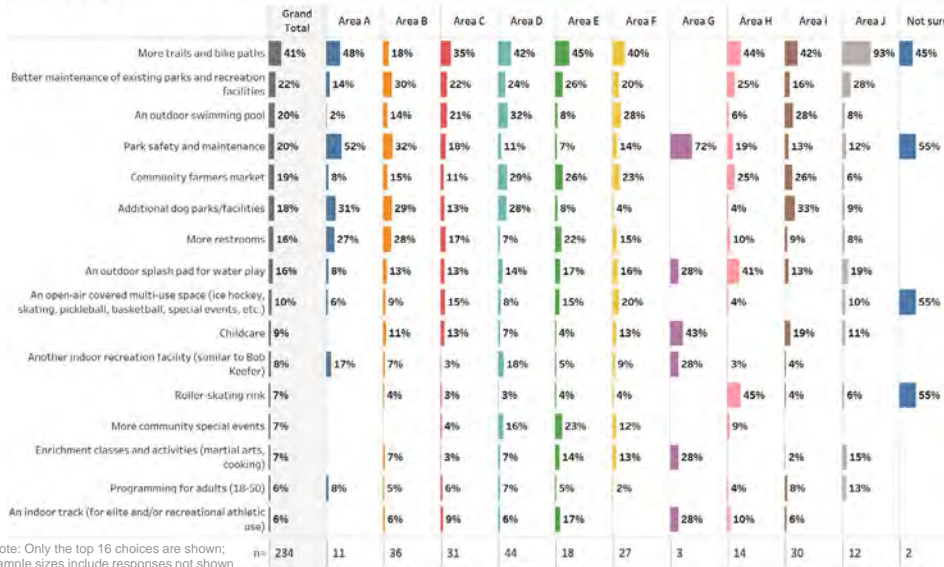


- While the sample size is too low to generalize to the community for Hispanic or Latino respondents, more trails and bike paths are most important for future needs for both groups
- Other top future needs for Hispanic or Latino respondents include better maintenance of existing parks and recreation facilities, an outdoor swimming pool and park safety and maintenance

## Top 3 Future Needs By Location of the Invite Sample (Top 16)

- Below the top 3 future needs are shown by resident location; however, many locations have very low sample sizes so caution should be used when interpreting these results.

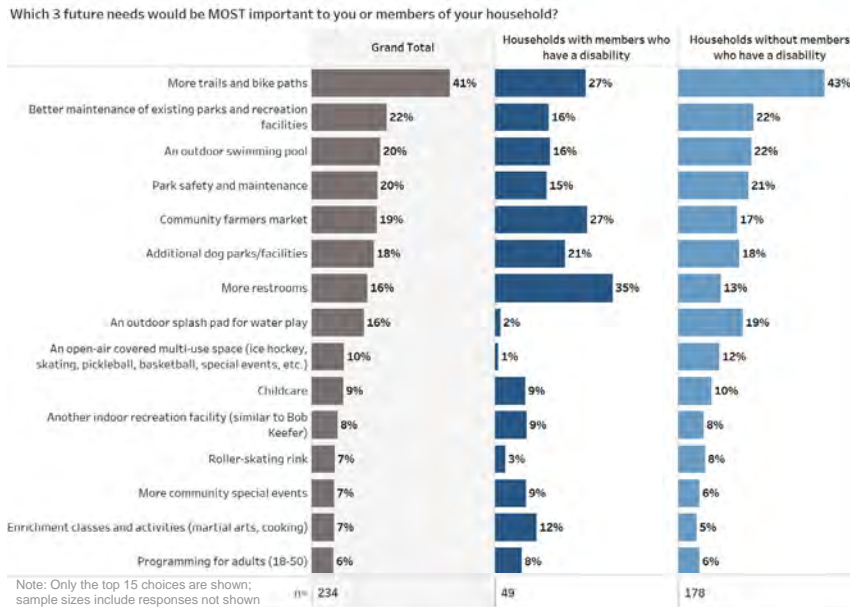
Which 3 future needs would be MOST important to you or members of your household?  
(Invite Sample only)





## Top 3 Future Needs By Households with a Disability – Invite Sample (Top 15)

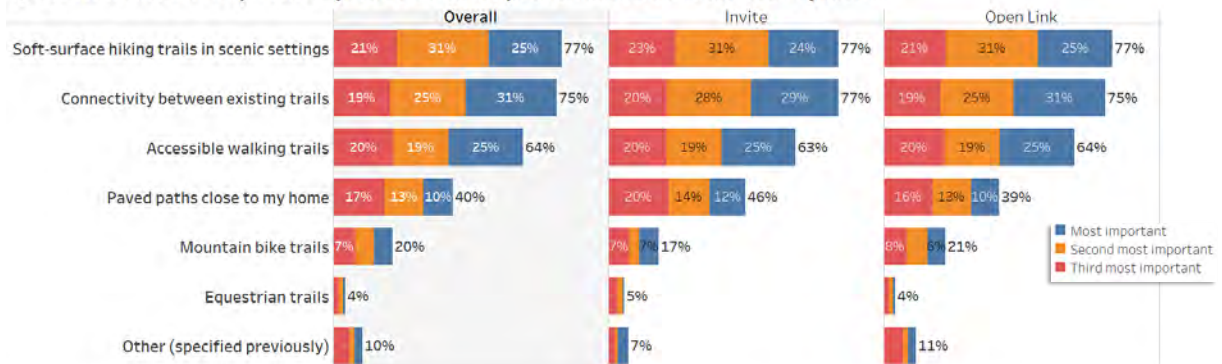
- Among Invite respondents, 35% of households with members who have a disability say more restrooms are needed. The least important future needs are an outdoor splash pad and an open-air covered multi-use space.



## Top 3 Priorities

Both samples felt similarly regarding priorities for improvement within the trail system with soft-surface hiking trails in scenic settings and connectivity between existing trails showing similar importance. Equestrian trails showed little to no support.

### Q 15: What are the top THREE priorities for improvement within our trail system?



Source: RRC Associates  
\*Responses are sorted in descending order by the Invite sample

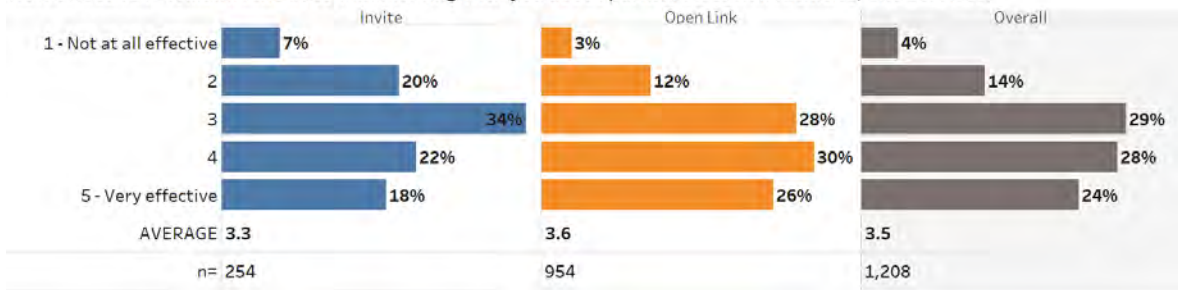
# Communication



## Effectiveness of Communication

There is some room for improvement regarding Willamalane’s communication about parks and recreation opportunities. The average rating for the Invite sample is 3.3 on a scale of 1-5, with 5 being “very effective”. The Open link rated effectiveness of communication slightly higher, with an average score of 3.6.

How effective is Willamalane at communicating with you about parks, recreation facilities, and services?



Source: RRC Associates



## Current Communication Methods

A majority (63%) of Invite respondents said direct mail is how they currently receive information about parks, recreation facilities and services while 60% of the Open link sample said their currently receive information via email. The top four categories for each sample is highlighted below.

How do you currently receive information about parks, recreation facilities, and services offered by Willamalane? (Select all that apply)



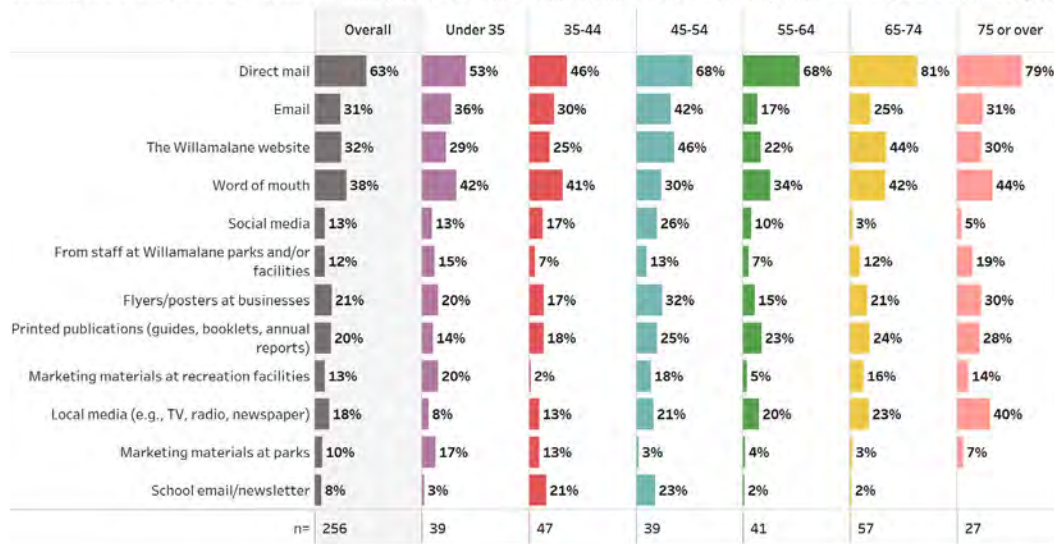
Source: RRC Associates

## Current Communication Methods

### By Age of the Invite Sample

How respondents currently receive information was similar across all age categories, with direct mail being the highest form of communication for all groups. Younger age groups were more likely to receive information through other methods.

How do you currently receive information about parks, recreation facilities, and services offered by Willamalane? (Select all that apply)



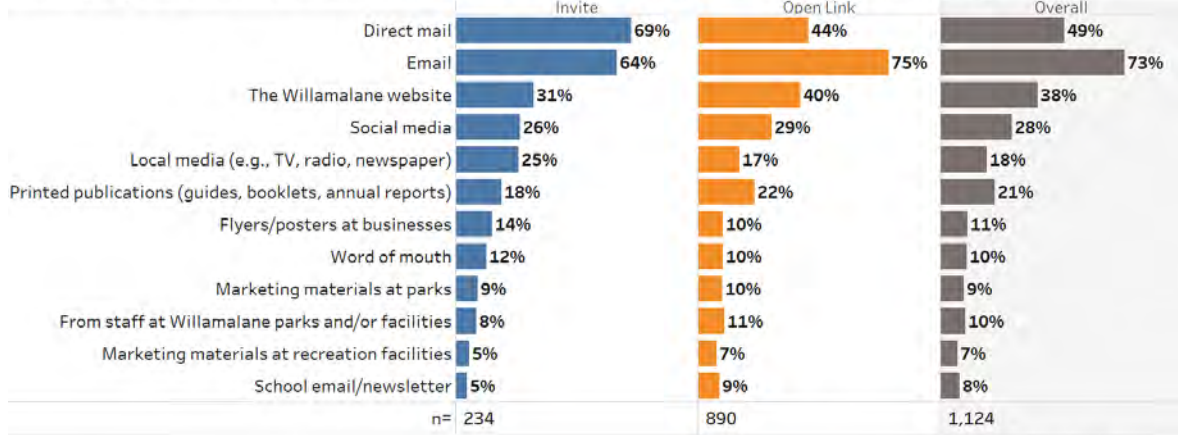
Source: RRC Associates



## Preferred Communication Methods

The methods respondents most preferred to receive information about parks, recreation facilities and services are by direct mail and email. Three-quarters of the Open link sample said they prefer email as the main form of communication.

How do you prefer to receive information about parks, recreation facilities, and services? (Select up to 3)

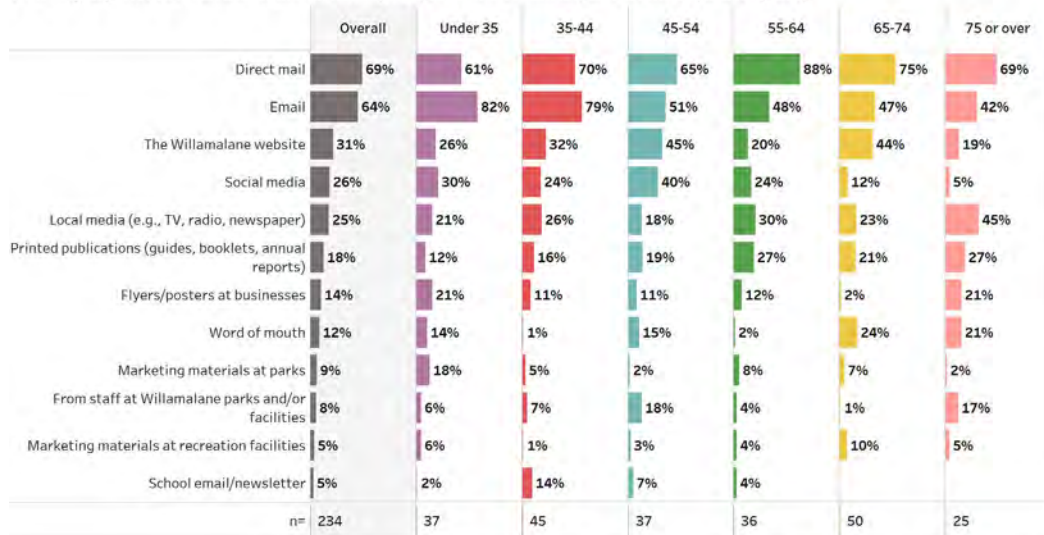


Source: RRC Associates

## Preferred Communication Methods By Age of the Invite Sample

How respondents prefer to receive information was more varied across age categories, with younger respondents preferring email over direct mail.

How do you prefer to receive information about parks, recreation facilities, and services? (Select up to 3)



Source: RRC Associates

# Financial Choices



## Support for Different Types of Funding Support

Among Invite respondents, 69% support/highly support a bond referendum for specific projects for potential funding sources for Willamalane, and over half (55%) support fees for new development. Taxes and user fees received less support.

**Q 19: Please indicate how strongly you support each of the following potential funding sources for Willamalane: Financial Choices/Fees**

Rating Category	Sample	Avg.	n=	Percent Responding:				
				1 & 2	3	4 & 5		
Bond referendum for specific projects	Invite	3.8	230	14%	17%	34%	35%	69%
	Open Link	4.1	882	9%	13%	46%	53%	78%
Fees for new development	Invite	3.4	225	20%	25%	15%	40%	55%
	Open Link	3.7	881	15%	23%	28%	35%	61%
Increased property tax	Invite	2.7	242	19% 26% 45%	22%	22%	33%	
	Open Link	3.1	905	20% 34%	20%	20%	25%	45%
User fees	Invite	3.2	243	16% 29%	25%	17%	25%	45%
	Open Link	3.3	914	15% 26%	25%	19%	30%	50%

\*Ratings categories are sorted in descending order by the average rating  
Source: RRC Associates



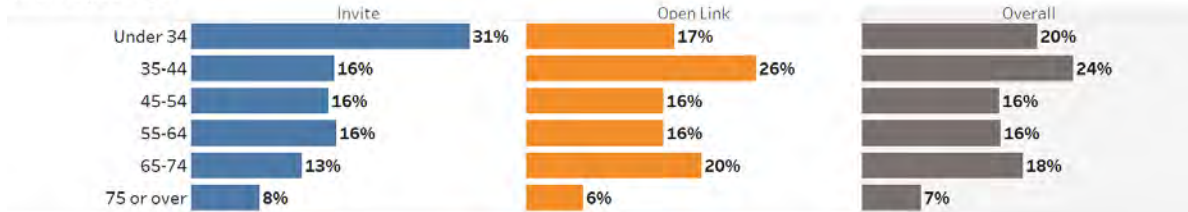




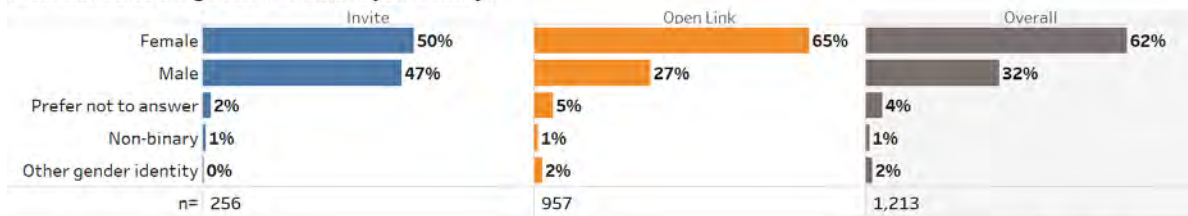
## Gender & Age

The Invite sample was weighted by age to better reflect the demographics of the community.

What is your age?



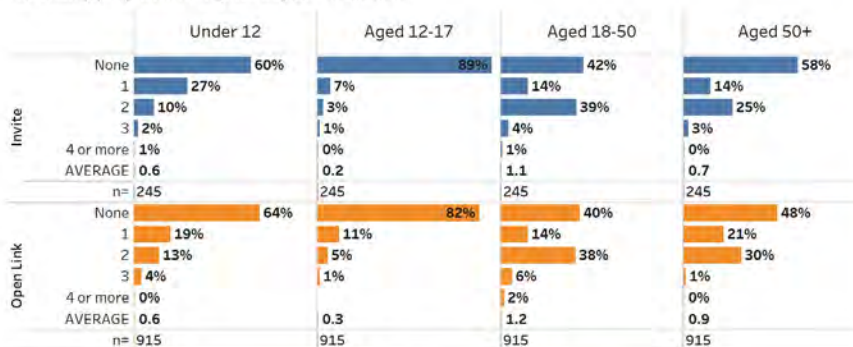
Please indicate the gender with which you identify:



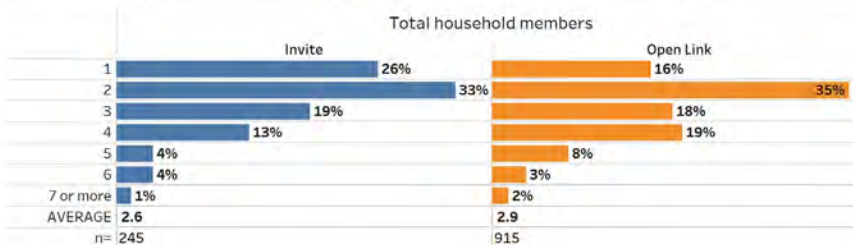
Source: RRC Associates

## Household Makeup

How many people currently live in your household?



- A total of 27% of the Invite sample report having one child under the age of 12 at home.
- The average number of household members for the Invite sample is 2.6 and for the Open link is 2.9 people.



## Disabilities, Dog Ownership & Residence Ownership

A total of 21% of the Invite sample and 23% of the Open link sample report that someone in their household has a disability. More than half of all respondents own a dog, and most (about 85% of both samples) of respondents own their residence.

Do you or someone in your household have a disability?



Do you or a member of your household have a dog?



Do you own or rent your residence?

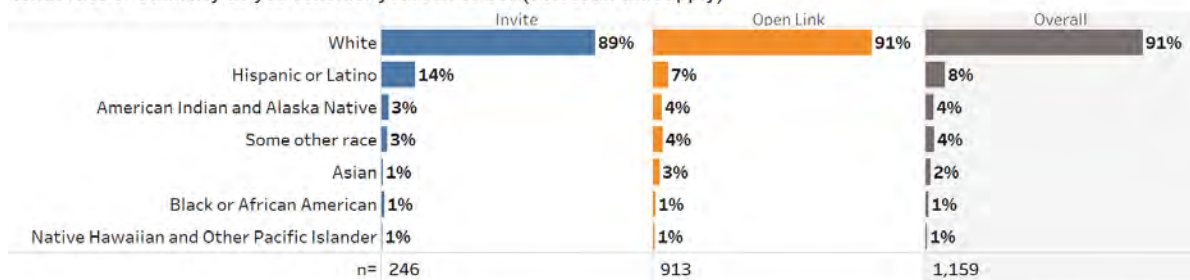


Source: RRC Associates

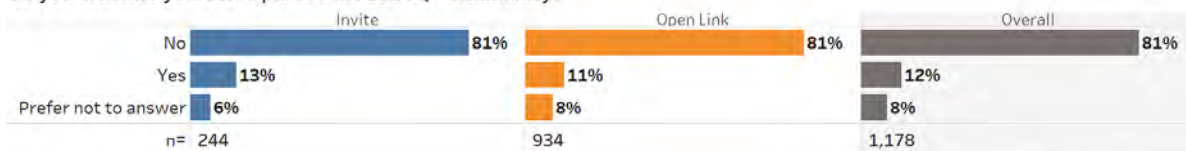
## Ethnicity and Race & LGBTQ+ Community

Invite responses were weighted by ethnicity to better reflect the community profile of Willamalane.

What race or ethnicity do you consider yourself to be? (Select all that apply)



Do you consider yourself a part of the LGBTQ+ community?

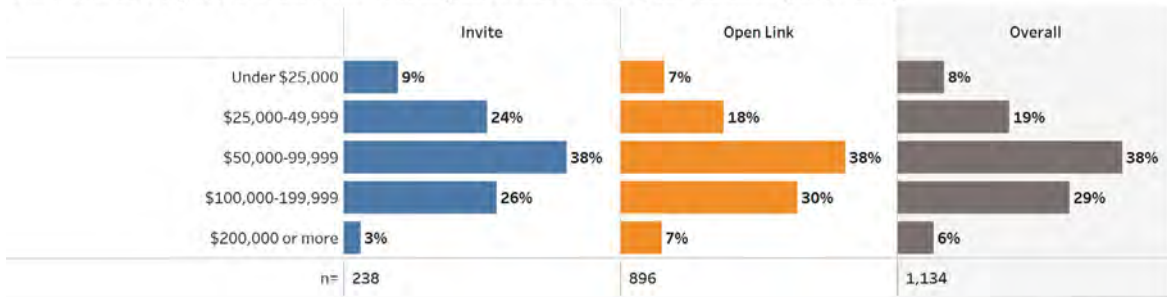


Source: RRC Associates

# Income

Most respondents have an annual household income between \$50,000-\$99,999 (38%). Levels of income are similar across sample types.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates



RRCAssociates.com  
303-449-6558

RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303





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# Appendix 5:

## Relevant Trends in the Willamalane Park and Recreation District

## Appendix 5. Relevant Trends in the Willamalane Park and Recreation District

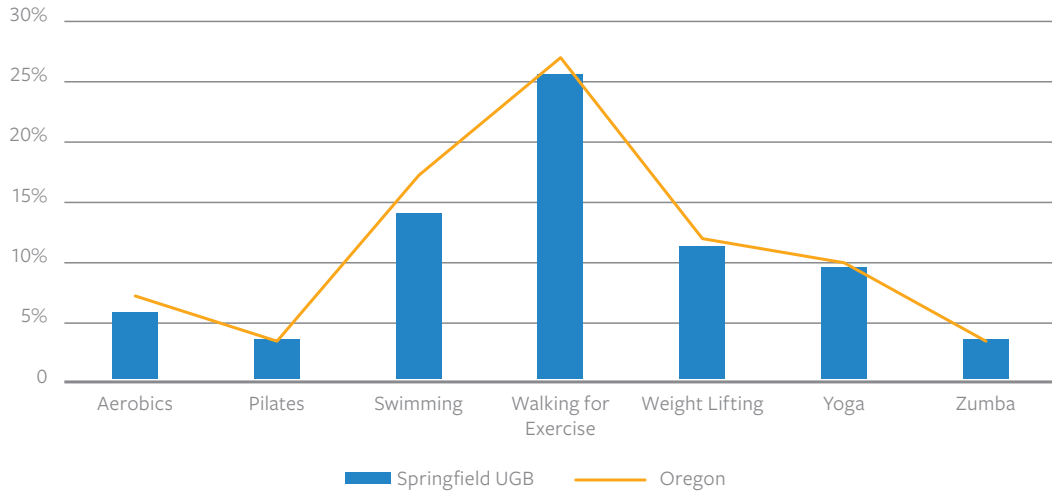
This report details the trends and interests that were identified within the public engagement process – and references various sources from both regional and national research. The following sections summarize an overview of participation within the Springfield Urban Growth Boundary (UGB).

### 5.1 Estimated Recreation Participation

This section showcases participation in fitness activities, outdoor recreation, and sports teams for adults 25 and older in the Springfield UGB, compared to the State of Oregon. Activity participation and consumer behavior is based on a specific methodology and survey data to makeup what Esri terms “Market Potential Index.”

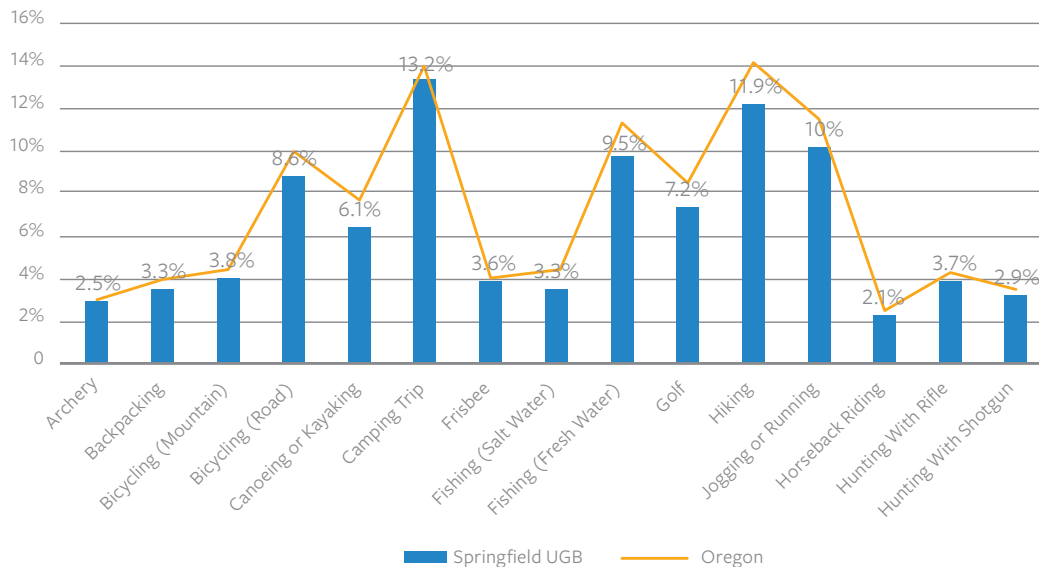
In regard to fitness activities, walking for exercise was the most popular, with over 26.5% of Springfield adults participating. Swimming followed next, with almost 18% of adults participating. Finally, weightlifting was another popular activity with 12.3% participation.

#### ADULT PARTICIPATION IN FITNESS ACTIVITIES



Source: Esri Business Analyst

#### ADULT PARTICIPATION IN OUTDOOR RECREATION ACTIVITIES



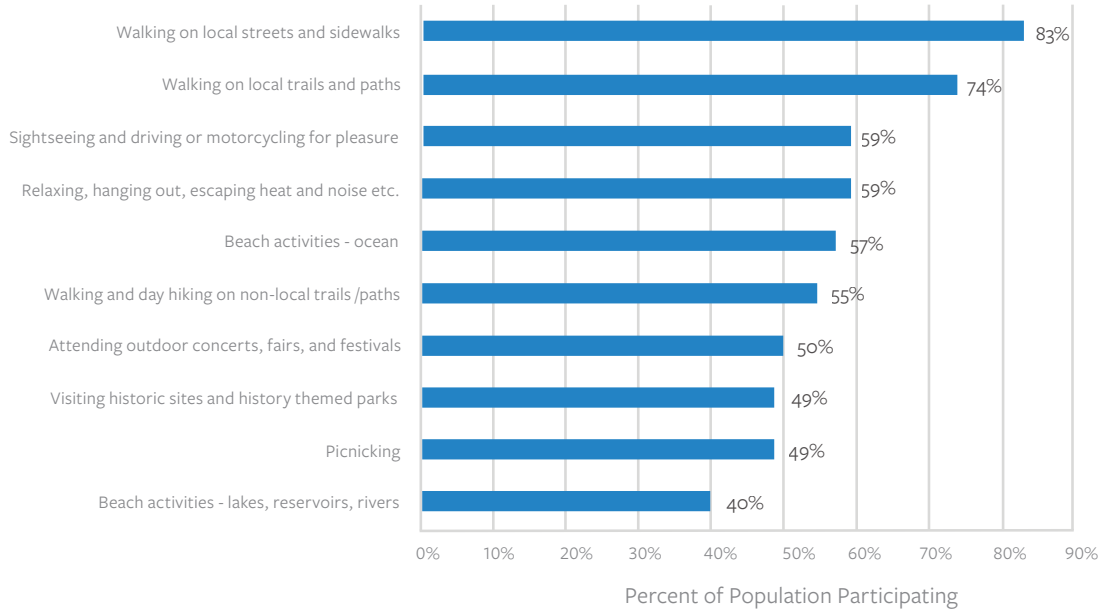
Source: Esri Business Analyst

Appendix 5: Relevant Trends in the Willamalane Park and Recreation District

The most popular outdoor recreation activity in 2021 was overnight camping, followed by hiking/jogging, and freshwater fishing. The Oregon Statewide Comprehensive Outdoor Recreation Plan (SCORP) (2019

– 2023) reflected similar participation trends, as noted in the figure below. Walking on local streets, sidewalks, and trails was the top activity. Following this was sightseeing, relaxing, beach activities, day hiking, and outdoor concerts.

**TOP TEN ACTIVITIES FOR OREGON RESIDENTS IN 2017**



Source: Oregon SCORP

**5.2 ADA Compliance**

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law and the subsequent 2011 update expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). Parks and Recreation agencies are expected to comply by the legal mandate, which means eliminating physical barriers to provide access

to facilities, and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures.<sup>1</sup>

It is a Department of Justice (DOJ) requirement that agencies develop an ADA Transition Plan, which details how physical and structural barriers will be removed to facilitate access to programs and services. The transition plan also acts as a planning tool for budgeting and accountability.<sup>2</sup>

<sup>1</sup> “Changes Are Coming to ADA -- New Regulation Standards Expected for Campgrounds, Parks & Beaches.” Recmanagement.com, 2012, recmanagement.com/feature\_print.php?fid=201211fe03. Accessed 30 Sept. 2021.

<sup>2</sup> Parks and Recreation: The Leaders in Before and Afterschool Care, National Recreation and Parks Association. Accessed December 2019. <https://www.nrpa.org/publications-research/park-pulse/parks-and-recreation-the-leaders-in-before-and-after-school-care/>

<sup>3</sup> 2018 Out-of-School Time Report, National Recreation and Parks Association Accessed February 2020: <https://www.nrpa.org/contentassets/c76ea3d5bcee4595a17aac298a5f2b7a/out-of-school-time-survey-results-report-2018.pdf>



## 5.3 Before and After-School Care Programs

### OVERVIEW OF NRPA PARK PULSE REPORT ON BEFORE- AND AFTER-SCHOOL CARE



Source: NRPA Park Pulse Report

Many Park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack, and tutoring/homework services. According to a National Recreation and Park Association (NRPA) poll, 90 percent of U.S. adults believe that before-and after-school programs offered by local park and recreation agencies are important. According to the NRPA's 2018 Out-of-School Time Report, approximately 55 percent of local parks and recreation agencies offer after-school programming. Parks and recreation professionals consider the top five benefits of afterschool programs provided to youth are:<sup>3</sup>

- Safe spaces to play outside of school

- Free or affordable places for health and wellness opportunities
- Opportunities to network and socialize with others
- Experience nature and outdoors
- Educational support and learning opportunities

## 5.4 Community and Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers, and urban brand builders. Chad Kaydo describes the phenomenon in *Governing Magazine*: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive.”<sup>4</sup> According to the 2020 Event Trends Report by EventBrite, the following trends are expected to impact event planners and community builders in the coming years:<sup>5</sup>

- Focus on sustainability: Zero-waste events are quickly becoming an expectation. Some of the primary ways of prioritizing environmental sustainability include e-tickets, reusable or biodegradable items, offering vegan/vegetarian options, encouraging public transport and carpooling, and working with venues that recycle
- Diversity, Equity, and Inclusion (DEI): Ensuring that the venue is inclusive to not only all abilities by offering ADA facilities, but also welcoming to all races, ethnicities, and backgrounds through signage, messaging, and the lineup of speakers. Ways to incorporate a focus on inclusivity include planning for diversity through speakers, talent, and subject matter, enacting a code of conduct that promotes equity, and possibly providing scholarships to attendees
- Engaging Experiences: Being able to customize and cater the facility to create immersive events that bring together culture, art, music, and elements of a company's brand will be critical in creating a more authentic experience

4 Kaydo, Chad. “Cities Create Music, Cultural Festivals to Make Money.” *Governing*, *Governing*, 18 Dec. 2013, [www.governing.com/archive/gov-cities-create-music-festivals.html](http://www.governing.com/archive/gov-cities-create-music-festivals.html). Accessed 30 Sept. 2021.

5 “The 2020 Event Trends Report- Eventbrite.” *Eventbrite US Blog*, 2020, [www.eventbrite.com/blog/academy/2020-event-trends-report/](http://www.eventbrite.com/blog/academy/2020-event-trends-report/). Accessed 30 Sept. 2021.

6 Joe Bush, “Tour-Legged-Friendly Parks, Recreation Management, February 2, 2016.

7 “State of the Industry Report, Trends in Parks and Recreation,” *Recreation Management*, June 2021.

### 5.5 Dog Parks

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. They help build a sense of community and can draw potential new community members and tourists traveling with pets.<sup>6</sup>

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an often-visited popular community amenity.<sup>7</sup> Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment, and pet wash stations, to name a few. Even “spraygrounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

<b>Generation Alpha</b>	Born 2010-Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming.<sup>8</sup> Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splash pads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables, and dog wash stations

### 5.6 Generational Changes

Activity participation varies based on age, but it also varies based on generational preferences. The Sports and Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials’ had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28 percent of Generation X were inactive, with Baby Boomers at 33 percent inactive. Baby Boomers prefer low impact fitness activities such as swimming, cycling aquatic exercise, and walking for fitness.

A condensed list of generational trends which may impact recreational services are below:

- Baby Boomers are staying in the workforce longer than generations before them<sup>9</sup>
- Almost a third of millennials are not affiliated with religion, and half of them describe themselves as political independents<sup>10</sup>
- Approximately 13 percent of teens (Generation Z) said they’ve had a major depressive episode in the last year<sup>11</sup>

8 Dawn Klingensmith “Gone to the Dogs: Design and Manage an Effective Off-Leash Area”, Recreation Management, March 2014. ([http://recmanagement.com/feature\\_print.php?fid=201403fe02](http://recmanagement.com/feature_print.php?fid=201403fe02)).

9 <https://www.pewresearch.org/fact-tank/2019/07/24/baby-boomers-us-labor-force/>

10 <https://www.pewresearch.org/fact-tank/2014/03/07/6-new-findings-about-millennials/>

11 <https://www.pewresearch.org/fact-tank/2019/07/12/a-growing-number-of-american-teenagers-particularly-girls-are-facing-depression/>

12 <https://www.pewresearch.org/fact-tank/2019/06/18/americans-60-and-older-are-spending-more-time-in-front-of-their-screens-than-a-decade-ago/>

13 <https://www.pewsocialtrends.org/2018/11/15/early-benchmarks-show-post-millennials-on-track-to-be-most-diverse-best-educated-generation-yet/>

14 <https://www.pewresearch.org/fact-tank/2014/03/07/6-new-findings-about-millennials/>

## Appendix 5: Relevant Trends in the Willamalane Park and Recreation District

- Those 60 and older (Baby Boomers) spend more than of their leisure time (about 4 hours) a day in front of a screen<sup>12</sup>
- Generation Z is the most racially and ethnically diverse generation, with only 52 percent identifying as non-Hispanic whites.<sup>13</sup>
- Millennials have more financial hardships, such as student loan debt, poverty and unemployment, and lower levels of wealth, but are optimistic about their future<sup>14</sup>

## 5.7 Outdoor Fitness Trails

A popular trend in urban parks for health, wellness, and fitness activities is to install outdoor fitness equipment along trails and in parks. The intent of the outdoor equipment is to provide an accessible form of exercise for all community members, focusing on strength, balance, flexibility, and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.

## 5.8 Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them.<sup>15</sup> According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative

play with natural materials, such as plants, vines, shrubs, rocks, water, logs, and other elements.

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances, and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy, and an “epidemic of inactivity.”<sup>16</sup> Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play. Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms, and habitats, through sensory, fine motor and gross motor experiences.”

Nature play spaces can provide valuable lessons for children, not only in regard to learning their natural environment and appreciation for nature, but also for personal development. These spaces, similar to playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature play can happen in forest-based schools, play zoos, gardens, and summer camps. The American Camp Association reported that there are approximately 5,000 nature day camps that currently operate in the U.S.<sup>17</sup>

<sup>15</sup> Moore, R. (2014). Nature Play & Learning Places. Creating and managing places where children engage with nature. Raleigh, NC: Natural Learning Initiative and Reston, VA: National Wildlife Federation

<sup>16</sup> Children and Nature Network, “Nature Deficit Disorder” Accessed January 2020: <https://www.childrenandnature.org/about/nature-deficit-disorder/>

<sup>17</sup> Moore, R. (2014). Nature Play & Learning Places. Creating and managing places where children engage with nature. Raleigh, NC: Natural Learning Initiative and Reston, VA: National Wildlife Federation

<sup>18</sup> “2021 Outdoor Participation Trends Report.” Outdoor Industry Association, 2021, [outdoorindustry.org/resource/2021-outdoor-participation-trends-report/](https://www.outdoorindustry.org/resource/2021-outdoor-participation-trends-report/). Accessed 6 Oct. 2021



## 5.9 Outdoor Recreation

Outdoor recreation has become a thriving economic driver, even in the midst of a global pandemic. In 2020, 53% of Americans over six years of age participated at least once in outdoor recreation – an increase of 7.1 million Americans over the previous year. However, a number of challenges continue to impact the industry, including retention of new COVID participants, lack of diversity, fewer outings, and stagnant female participation.<sup>18</sup>

The Outdoor Recreation economy in Oregon generates nearly:

- 88,000 direct jobs
- \$4.0 billion in wages and salaries
- \$7.2 billion in total outdoor recreation value added
- 2.9% share of Oregon’s Gross Domestic Product (GDP)

### TOP FIVE RATED ACTIONS TO INCREASE OUTDOOR RECREATION ENGAGEMENT IN COMMUNITIES BY AGE/DEMOGRAPHIC GROUP

Action	General Population	Young Old Population	Middle Old Population	Latino Population	Asian Population	Families with Children	Low Income Population
Providing more free-of-charge recreation opportunities	1	2	3	1	3	1	1
Ensuring clean and well-maintained parks & facilities	2	1	1	2	1	2	2
Developing walking/hiking trails closer to home	3	4		4	4	3	3
Making parks safer from crime	4	3	2	3	2	5	4
Developing parks closer to home	5			5	5	4	5
Expanding park facilities		5	4				
Placing more benches & restroom facilities along trails			5				

Source: Oregon SCORP

Data provided by the Oregon Statewide Outdoor Recreation Plan (SCORP) indicates that the top ways to increase outdoor recreation engagement in local communities is primarily to provide more free-of-charge recreation opportunities, ensure clean and well-maintained parks and facilities, and develop walking/

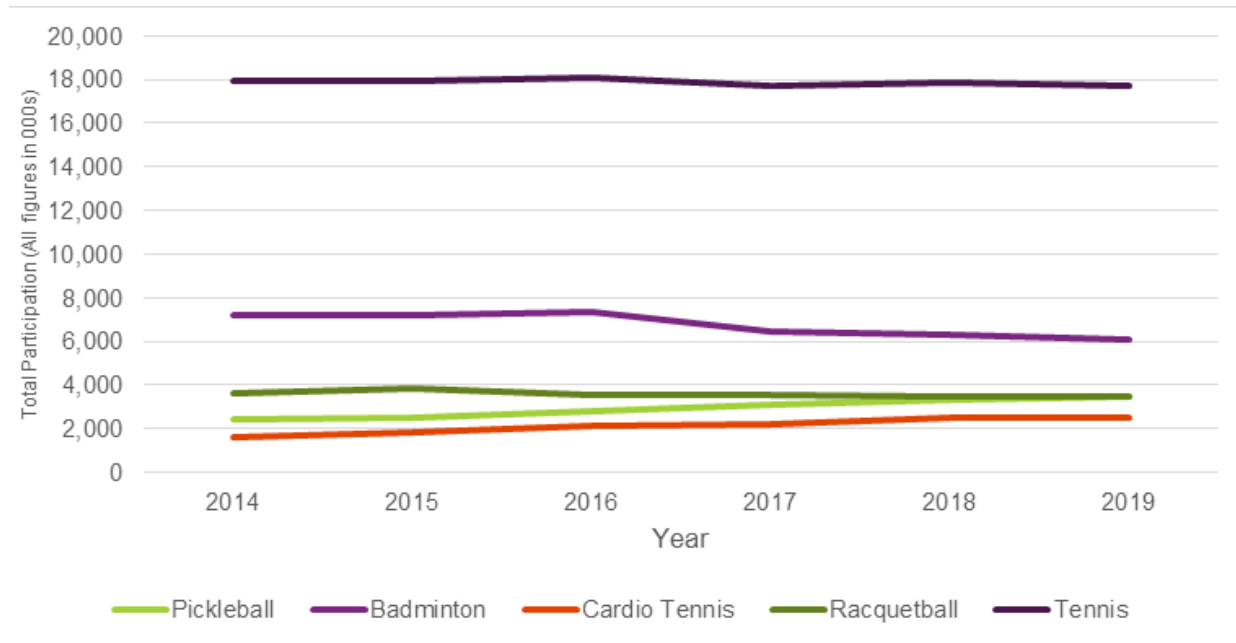
hiking trails closer to home. The top five priorities varied based on age, income, and the presence of children – as seen below.

Note: Young Old represents 60-74 years of age, and Middle Old represents 75-84 years of age

19 Green, Daniel, August 2018. “ACE-Sponsored Research: Can Pickleball Help Middle-aged and Older Adults Get Fit?” American Council on Exercise. Accessed 2020. <https://www.acefitness.org/education-and-resources/professional/certified/august-2018/7053/ace-sponsored-research-can-pickleball-help-middle-aged-and-older-adults-get-fit/>  
20 “SFIA Sports, Fitness and Leisure Activities Topline Participation Report” February 2020. Sports & Fitness Industry Association. Accessed 2020.

Appendix 5: Relevant Trends in the Willamalane Park and Recreation District

**RACQUET SPORT PARTICIPATION FROM 2014 - 2019**



Source: 2020 SFIA Topline Report

**5.10 Pickleball**

Pickleball continues to be a fast-growing sport throughout America. Considered a mix between tennis, ping pong, and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. According to the American Council on Exercise (ACE), regular participation in Pickleball satisfied daily exercise intensity guidelines for cardio fitness for middle-aged and older adults.<sup>19</sup> The sport can be temporarily played on existing indoor or outdoor tennis courts with removable equipment and taped or painted lining. This lining, if painted on tennis surfaces, may interfere with requirements for competitive tennis programs or tournaments. Agencies will need to look at their community’s tennis and pickleball participation to determine the benefits and costs of constructing

new pickleball courts versus utilizing existing tennis courts. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

According to the 2020 SFIA Topline Report, over the past five years, from 2014 to 2019, total participation in Pickleball increased 7.1 percent on average each year. From 2018 to 2019, the sport grew 4.8 percent. Out of the most common racquet sports, pickleball and cardio tennis are the only sports that have seen positive growth on average over the past five years. Tennis is still the most popular racquet sport by far, although participation growth has slowed over the past five years.<sup>20</sup>

21 <https://udisc.com/disc-golf-growth-report/2021bid>.

23 <https://www.wilddiscs.com/2021/03/20/playing-disc-golf-the-mental-and-physical-benefits/>

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# Appendix 6: Community Outreach Strategy



## Appendix 6. Community Outreach Strategy

Willamalane Park and Recreation District (Willamalane) recently initiated a project to update its 2012 Park and Recreation Comprehensive Plan (“Comprehensive Plan,” “Plan”). To incorporate Willamalane’s updated Plan as the Recreation Element of the overall Springfield Comprehensive Plan, the City Council and Lane County Board of Commissioners must co-adopt the Plan as a legislative Plan Amendment—a process that involves public hearings and adoption of an ordinance. The process for developing the plan must comply with Oregon’s Statewide Planning Goals, including Goal 1 - Citizen Involvement. This document provides the context, scope, and timing of the community engagement strategies that will be incorporated into the planning process for this Plan update.

### 6.1 Project Background

Willamalane operates five recreation facilities and 46 parks and natural areas totaling nearly 1,600 acres. Highlights include 10 waterfront areas, 29 miles of hiking and biking trails, 13 sports fields, and 27 playgrounds. A portion of the 29 miles of trails also serve the City’s transportation system in the form of paved paths. With these parks, natural areas, and recreation sites, Willamalane offers recreation programs to people of all ages and abilities to serve their mission of delivering “exceptional parks and recreation to enrich the lives of everyone” they serve.

Willamalane strategically plans to meet its service needs by exploring opportunities for future growth, improvements, and priorities for land. Updates to its Comprehensive Plan will provide a 20-year vision and a prioritized project list to guide Willamalane’s fiscal planning and future work. Willamalane’s administrative policies call for major updates to its Comprehensive Plan every 10 years.

Willamalane has contracted with BerryDunn (“Consultants”, previously known as “GreenPlay”), to assist with the Plan update. The process for the update is heavily founded on public engagement. In addition to

engagement, the Consultants will do a thorough analysis of all parks and facilities, management & operations, and finances to identify gaps, barriers and opportunities for Willamalane to prioritize moving forward. The final Plan will include visions for the future, a capital improvement plan, and a financial strategy along with metrics to assist with implementation.

The community engagement strategies incorporated in this plan include some that will be facilitated by Consultants and some facilitated by Willamalane staff. The intention is to reach as many community members as possible and incorporate the values identified in the recently adopted Willamalane Diversity, Equity, & Inclusion Strategic Action Plan.

### 6.2 Community Engagement Goals

The community engagement strategies selected for his plan support the following goals in order to inform the overall comprehensive planning process:

#### 1. Promote project awareness throughout the planning process.

- a. Promote project awareness throughout the planning process.
- b. Find opportunities to engage early with various groups in the community.
- c. Provide as many opportunities for community members to engage as possible.
- d. Follow up with those that engage:

Provide opportunities for patrons to see they were “heard” and how feedback was integrated.

Promote ongoing involvement.

- e. Build relationships with participants and provide information about programs, events & services Willamalane offers.

## 2. Gain a Deeper Understanding of who Willamalane Serves.

- a. Who does Willamalane currently serve? Who is not being served?
- b. What are the demographics of users/non-users (age, race/ethnicity, families, renters/homeowners, gender, socioeconomic status)?
- c. What demographics use Willamalane's facilities the most/least?
- d. What programs, parks, trails, activities, and events are accessed the most/least?
- e. How does the community learn about programs, events and services offered by Willamalane?
- f. How satisfied is the community with Willamalane's offerings?
- g. What are common hardships that make accessing park and recreation services challenging (physical/cognitive limitations, socioeconomic limitations, language barrier, schedule, feeling of safety or belonging, etc.)

## 3. Learn about gaps, barriers, needs, and preferences within the park district.

- a. What does Willamalane do well? What can Willamalane do better?
- b. What improvements or changes would increase use of Willamalane parks, facilities, and programs?
- c. What new park opportunities should be considered?
- d. What new recreation opportunities should be considered?
- e. What is Springfield lacking?

## 4. Understand the community's priorities for park and recreation for the coming future.

- a. What does Willamalane do well? What can Willamalane do better?
- b. What improvements or changes would increase use of Willamalane parks, facilities, and programs?
- c. What new park opportunities should be considered?
- d. What new recreation opportunities should be considered?
- e. What is Springfield lacking?

## 5. Gain support of final plan recommendations.

### 6.3 Target Audience

- General public - current users and non-users
- Target user groups and demographics as stated in the Oregon’s Statewide Comprehensive Outdoor Recreation Plan. These groups include: older adults (and those with limited abilities), diverse populations, youth, and those with low income. Willamalane would like to work with partners to engage Latinx and Indigenous residents living in the district.
- Community partners in Springfield. This includes the City of Springfield, Lane County, Springfield School District, Springfield Utility Board, local nonprofits that provide community services and many other agencies that contribute towards furthering Willamalane’s mission.
- Willamalane Staff

### 6.4 Process Overview and Timeline

Understanding community priorities for park and recreation programs and facilities forms the basis for any parks and recreation plan, and community collaboration and support is essential to the Plan’s implementation. Community members and key stakeholders need to be intimately involved during the project in order to create a fully implementable Plan. Exhibit A shows the tasks identified in the Consultant’s contract for the overall project and how community engagement is embedded within the overall planning effort.

Willamalane intends to engage with the community early and often throughout the planning process through a diverse set of strategies. Exhibit B showcases all of the engagement strategies and their associated timelines. There are two benchmarks in the engagement process where efforts will be amplified. The first benchmark will focus on goals 2, to better understand the community, and 3, to understand gaps, barriers, needs, and preferences of the community. The second benchmark will occur later in the process after results from the statistically valid survey have been analyzed. The focus of this effort will be goals 4, to understand future priorities, and 5, to gauge support for the draft recommendations in the plan.

### INVOLVED PARTIES & OVERSIGHT

Willamalane staff and the Consultants will work collaboratively to ensure maximum participation in the engagement process. The Consultants have worked on over 600 comparable plans for other communities and their knowledge and expertise will be a critical asset to the planning process. During the engagement process they will serve as a neutral third party to facilitate interviews, focus groups, and public meetings. They will also facilitate two rounds of surveys, including one statistically valid survey. Willamalane staff will provide support for these and take leadership of engagement strategies that amplify awareness of the project and promote participation. Willamalane will also implement strategies that support the inclusion of groups that may not otherwise participate through typical forms of engagement or that Willamalane has a special interest in hearing from.

Willamalane’s Community Engagement team will be taking a strong leadership role in reviewing final plans for engagement activities and any and all content prior to it going public. The Planning and Development Department at Willamalane will manage the overall project, the contract with the Consultants, and assist with the implementation of the strategies included in this plan.

Willamalane’s staff will be actively engaged through the entire planning process. The overall project is being vetted through a Project Team that includes management representation from all Divisions, and a project Advisory Group that includes staff from various departments across the agency. A Communication Plan diagram is included to showcase the meeting frequency for key players of the project. Staff not actively engaged through these teams will have opportunities to contribute through staff surveys and staff meetings facilitated by the Consultants. There will also be many opportunities for staff to assist with the implementation of engagement strategies such as the Project Pitch and/ or Pop Up Events (described in the next section).

The following figure shows the cycle of communication between Consultants and Willamalane to oversee the planning process and outcomes.



COMMUNICATION STRATEGY				
	WEEK 1	WEEK 2	WEEK 3	WEEK 4
PM Meeting	●	●	●	●
P&D Check In	●		●	
PM meets with CoS		●		
Superintendent Report	●			
Board Update (Quarterly)		Q		
BD Agenda Outline			●	
Advisory Group Meeting				●
Project Team Meeting				●

**BD:** BerryDunn, Project Consultant (aka GreenPlay)  
**PROJECT MANAGER (PM):** Kristina Boe (WPRD), Jeff Milkes (BD)  
**CoS:** City of Springfield, Monica Sather & Sandy Belson  
**PROJECT TEAM:** Eric Adams, Michael Wargo, Kenny Weigandt, Jase Newton, Kristina Boe, BerryDunn Project Team  
**ADVISORY GROUP:** Project Team + Denise Bean, Simon Daws, Tracy Kribs, Brandon Lemcke, Fraser MacDonald, Skylar Shane

**CITY INVOLVEMENT**

The Consultants, Willamalane, and City staff will ensure the update to Willamalane’s 2012 Plan meets requirements for legislative land use decisions. The City, Willamalane, and Consultants will also work together to maximize areas of potential collaboration, including transportation, economic development, operations, and natural resources. Springfield’s Planning Commission and City Council will play a key role in the process to adopt the Plan as a land use decision.

There will be one or more Work Sessions with the Springfield Planning Commission and the Springfield City Council before the public hearings.

## 6.5 Engagement Strategies

Feedback from the community, along with additional research will strongly inform the recommendations and priorities identified in the final Plan. The strategies presented below were proposed in a work plan approved by the City’s Committee for Citizen Engagement and aim to reach a diverse audience in as many ways as possible.

### 1. ONLINE ENGAGEMENT: [willamalane.org/future](http://willamalane.org/future)

**Target Audience:** General public

**Lead Agency:** Willamalane

**Timeframe:** Ongoing

**Measure of Success:** Willamalane will be able to monitor web page analytics to assess activity and engagement levels. A goal of 4,000 page views to [willamalane.org/future](http://willamalane.org/future) has been established. This is based on previous outreach and engagement campaigns Willamalane has completed in the last 12 months.

**Incentives:** N/A

**Summary:** Willamalane will host a landing page ([www.willamalane.org/future](http://www.willamalane.org/future)) for this project. The page will include: a project description, project contacts, a timeline of upcoming milestones and events, promotion of engagement strategies, an opportunity to submit comments, an opportunity to sign up for future email updates, and potentially other interactive tools for providing feedback (e.g., maps, polls, etc.).

#### Diversity, Equity & Inclusion

**Considerations:** The landing page will be able to be translated into over 100 languages using Google Chrome’s translation tool.

## 2. SURVEYS

**Target Audience:** General public

**Lead Agency:** RRC Associates (sub-consultant) in coordination with Consultants and Willamalane.

**Timeframe:** (1) Mid-summer (both paper and online) and (1) late fall-winter (online only)

**Measures of Success:** Success will be determined by achieving a 95% confidence for the statistically valid survey. For online/non-statistically valid surveys there is a target of 1,000 responses.

**Incentives:** RRC Associates will provide incentives for participating in the survey.

**Summary:** Two rounds of surveys will occur during this project. The first survey will be a statistically valid survey that will launch early summer after the first round of engagement. Questions for this survey will be formed based on information learned through the first set of focus groups, stakeholder interviews, the public meeting, and staff survey/engagement. It will be mailed to a random invitation sample of approximately 2,000 to 3,000 people living within the district boundary. Appropriate outreach will be completed to target statistically valid results with a margin of error +/- 5 at a 95% confidence level. This will allow both district users and non-users to provide input.

Following closure of the random invitation survey, an open link version of the same survey will be published, and the remaining district residents will be encouraged to complete the survey online. Those participating in the open-link survey will be able to be differentiated from those participating in the statistically valid survey as to not skew or duplicate results.

## 2. SURVEYS

**Summary:** A second online survey will be pushed out at the end of the second round of engagement (late fall-winter) to validate what was heard and gauge support of the draft recommendations being prepared for the plan. Willamalane plans for this to be an online survey, however if deemed valuable as the project progresses this may transition to a second statistically valid survey following the same process noted above.

### Diversity, Equity & Inclusion

**Considerations:** The survey will be produced in both English and Spanish, the two most common languages spoken in the Springfield community. Reasonable accommodations will be made for residents who cannot complete the survey as it is posted by contacting Willamalane's Inclusion Coordinator.

## 3. FOCUS GROUP

**Target Audience:** Community partners and representatives of target demographics

**Lead Agency:** Consultants will facilitate, Willamalane will recruit and host.

**Timeframe:** (3-4) April 2022, (2-3) Fall 2002

**Measures of Success:** Minimum of 6 participants in at least 5 Focus Group discussions including representation from each demographic identified by the district (see below).

**Incentives:** \$50 gift card, snacks and drinks for those participating in person.

**Summary:** Willamalane will invite project stakeholders such as community leaders, organizers, user group representatives, and/or affiliates of local community groups to participate in these focus groups.

## 3. FOCUS GROUP

**Summary:** These small group discussions will be facilitated by Consultants in order to build an initial assessment of park and recreation opportunities, challenges, existing conditions, needs, trends, and goals. Lessons learned through this process will help inform the questions used for the creation of the statistically valid survey that will launch directly after these efforts.

Based on best practices and recommendations from Consultants, the focus groups should be representative of the Springfield community. The groups should include both currently served and historically underrepresented community members. To facilitate this, Willamalane developed a roster of demographics they will seek when recruiting for this project, some examples include: older adults, teens, racial and ethnic diversity, those with limited abilities, current users of parks and facilities, special interest groups, etc. Willamalane will aim to include representation from at least 5 of these demographics in each meeting.

The focus groups will be hosted at a Willamalane facility with virtual/hybrid options for those who choose it. Food and snacks will be provided and participants will be reimbursed with a gift card for their time and participation. Willamalane staff will be available to answer questions about the district through this process; however, will not participate in the conversations otherwise.

### Diversity, Equity & Inclusion

**Considerations:** Focus groups participants will receive a small stipend for their time and contributions. Through the registration process participants will be asked if they will require translation or any other reasonable accommodations in order to participate so Willamalane can make accommodations in advance of the event. Participants will be strongly encouraged to attend in person; however, virtual attendance will be available for those who request it.



#### 4. STAKEHOLDER INTERVIEWS

**Target Audience:** Community leaders and decision makers

**Lead Agency:** Consultants will host these conversations, Willamalane will schedule

**Timeframe:** (3-4) in April 2022

**Measures of Success:** Completion of 3-4 interviews by the consultant team

**Incentives:** N/A

**Summary:** These interviews will cover similar topics as those addressed in the Focus Group Discussion, however will be conversational in nature and will have the overall intention of providing the consultant team any additional context or information needed to understand the needs of the district and the priorities of those who influence it. Participants in each interview will hopefully include:

1. Willamalane Board members and Superintendent,
2. Representatives and decision makers from the City of Springfield,
3. Representatives and decision makers from the School District.

#### **Diversity, Equity & Inclusion**

**Considerations:** Reasonable accommodations will be made for accessibility, scheduling, language or any other considerations that may limit a stakeholder's ability to participate.

#### 5. TOWN HALL MEETINGS

**Target Audience:** General public

**Lead Agency:** Consultants will facilitate, Willamalane will help coordinate

**Timeframe:** (1) April 2022, (1) Fall 2022, (1) Spring 2023

**Measures of Success:** Attendance of 100 people from the community

**Incentives:** N/A

**Summary:** These meetings are intended to share progress to date and ask community members to confirm that what the consultants heard is correct and complete.

1. Public Forum #1 Information Gathering (present input received at initial engagement)
2. Public Forum #2 Findings (Survey results, demographics, trends, and Level of Service)
3. Public Forum #3 Draft Report

#### **Diversity, Equity & Inclusion**

**Considerations:** A Spanish language and ASL translator will be available during the presentations.

## 6. INTERNAL WILLAMALANE STAFF ENGAGEMENT

**Target Audience:** Willamalane staff at all levels in all departments

**Lead Agency:** Consultants

**Timeframe:** (1) April 2022, (2) Fall 2022

**Measures of Success:** 40% response rate on survey, meetings/interviews with staff from each division.

**Incentives:** N/A

**Summary:** Staff will be engaged via an online survey and through in person meetings. Meetings will occur during both rounds of engagement (Spring/Fall). Consultants will use these to understand specifics about how Willamalane is operated and ways operations could be more efficient.

### Diversity, Equity & Inclusion

**Considerations:** All staff will be able to attend during their paid work hours. Those who are not able to attend will be able to respond to the virtual survey during work hours.

## 7. POP-UP EVENTS

**Target Audience:** General public, target user groups, community partners

**Lead Agency:** Willamalane

**Timeframe:** Ongoing

**Measures of Success:** 6 pop up events at locations outside of Willamalane events/facilities + 6 events within Willamalane events/facilities

**Incentives:** Willamalane will provide small, fun giveaways at events

**Summary:** These events will occur at both Willamalane and non-Willamalane programs/sites and high traffic locations. The main objective is to let people know about the project and encourage community members to participate in the survey or other engagement strategies. These events will include fun, interactive ways that people can provide feedback as well.

### Diversity, Equity & Inclusion

**Considerations:** By creating a mobile promotional event Willamalane can target groups that may not already be engaging with the agency. Willamalane will provide bilingual material (English/Spanish) and include a Spanish speaking staff member or partner to the extent possible.

## 8. PROJECT PITCH

**Target Audience:** Target demographics and community partners

**Lead Agency:** Willamalane

**Timeframe:** March-May 2022, or as needed

**Measures of Success:** Complete a minimum of 4 pitches to public groups

**Incentives:** N/A

**Summary:** Willamalane staff will attend community meetings and give a pitch about the Comprehensive Plan project to spread awareness and let stakeholders know how to engage throughout the process. Some possible groups may include: the Springfield Area Chamber of Commerce, Rotary Club of Springfield, Springfield Bike and Pedestrian Committee, Friends of the Springfield Library, Huerto de la Familia, Community Alliance of Lane County, etc.

### Diversity, Equity & Inclusion

**Considerations:** Willamalane will work with groups prior to attending the meeting to determine whether Spanish speaking staff or translation services will be beneficial.

## 9. EXTERNAL ADVISORY GROUPS / LISTENING SESSIONS

**Target Audience:** Target demographics and community partners

**Lead Agency:** Willamalane

**Timeframe:** At least (1) meeting in May, with the rest of the meetings occurring as possible throughout the project.

**Measures of Success:** Minimum of 5 participants representing different perspectives per meeting. The number and focus of overall groups/sessions will be determined based on feedback received in the first round of engagement.

**Incentives:** \$50 gift card, snacks and drinks for those participating in person.

**Summary:** These meetings will include groups of people invited based on their professional or lived experiences in order to inform specific content in the plan. These exact topics and groups will become more apparent as the planning process moves forward, however some key subject areas already being considered as focuses for these meetings include: natural resources, accessibility in parks/facilities, culturally responsive design for parks and programs, establishing relationships with native people, and understanding barriers for Latinx and other Black, Indigenous, People of Color (BIPOC).

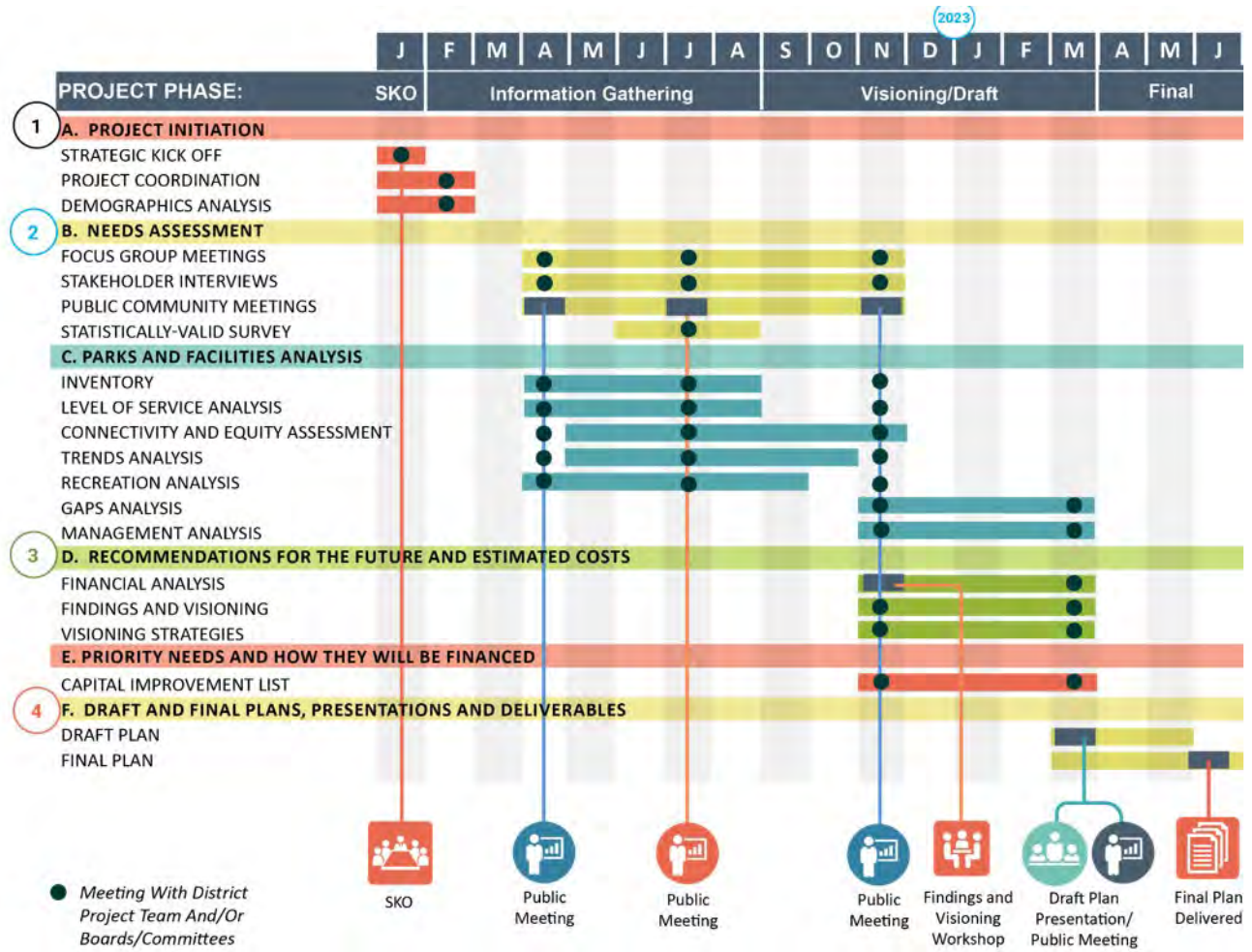
Each group will meet at least one time during the planning process. Meetings will be facilitated by key Willamalane staff with support from Willamalane's DEI Committee and external partners and groups with expertise in the subject matter as appropriate. Settings and structure for these conversations will be informal and will occur in a neutral/non-threatening environment.

### Diversity, Equity & Inclusion

**Considerations:** Willamalane will work with groups prior to attending the meeting to determine whether Spanish speaking staff or translation services will be beneficial.



**EXHIBIT A: OVERALL PROJECT SCOPE AND WORK PLAN**



**EXHIBIT B: SEQUENCING AND LAYOUT OF PROPOSED COMMUNITY ENGAGEMENT STRATEGIES.**

Green Tasks will be led by Consultants and orange tasks will be led by Willamalane staff; however, both groups will be working collaboratively to support all aspects of public engagement. Within the timeline there are two consolidated engagement efforts: (1) in the spring to determine needs and (2) one in the fall to assess priorities for the district.

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# Appendix 7: Pop-Up Intercept Events and Digital Outreach



## Appendix 7. Pop-Up Intercept Events & Digital Outreach

### 7.1 Pop-Up Intercept Events

Twenty-two community intercept events were held that created significant input to be used in the comprehensive plan.

A key part of this campaign was the event activation and survey promotion. Willamalane created staffed pop-up event tables and attended community events over the summer. Staff invited event attendees to play a voting game where each community member received five tokens and placed them in their choice of nine voting boxes (categories listed below). The voting game helped people understand the types of projects Willamalane is considering and collected feedback from various demographics about the community's broad priorities for park, facility, and recreation improvements.

Willamalane staffed the pop-up event table at 22 events between June 11 and Sept. 21. Some events were hosted by Willamalane and others were hosted by partner organizations. The target audiences for these events included families with children, older adults, people with Latinx heritage, people with AAPI heritage, and people in the LGBTQ+ community.

In total, 1,766 people cast their votes at these events. The vote breakdown is as follows:

- Outdoor Pool and/or Water Play: 27.5%
- Expand Trail System: 13.9%
- Improve Existing Playgrounds: 13%
- Childcare Opportunities: 11.3%
- Field/Court Options in Parks: 7.5%
- Outdoor Recreation Equipment Rentals: 7.3%
- Fitness Classes: 7.1%
- Recreation Classes: 7%
- Other: 5%



Those who voted for “Other” shared their ideas with a staff member who recorded them. Some ideas that were shared multiple times included:

- Dog parks
- Indoor or shaded playgrounds
- Disc golf courses
- Additional summer camp opportunities
- Splash pads
- Video game programs
- Therapeutic saltwater pool

### 7.2 Digital Outreach

Digital outreach included communication and outreach to district residents through the Willamalane.org/future website, email blasts and use of social media. The outreach effort impacted the whole of the engagement process.

- 3,723 visited the Willamalane Project specific webpage Willamalane.org/future
- 23,493 people were reached on social media add campaigns
- 1,052 people were reached by email blasts
- 213 people responded to advertised QR Codes



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# Appendix 8: Level of Service Assessment

## Appendix 8. Level of Service Assessment

### 8.1 Level of Service Assessment

#### What is Level of Service, and why do we use it?

LOS measures how a system provides residents access to parks, open spaces, trails, and facilities. It indicates the ability of people to connect with the outdoors and nature and pursue active lifestyles with implications for health and wellness, the local economy, and quality of life. LOS for a park and recreation system tends to mirror community values reflective of personal connections to communities. It is also useful in benchmarking current conditions and directing future planning efforts. The service offered by a park or a component is a function of two main variables: location and ease of access.

#### What is GRASP®?

GRASP® (Geo-referenced Amenities Standards Process) has been applied in many communities across the country as a measure of LOS. With GRASP®, information from the park and facilities inventory is combined with GIS software produces analytic maps and data called Perspectives that show the distribution and quality of these services.

#### What do Perspectives do for us?

Perspectives can be maps or other analyses incorporating statistics, diagrams, tables, and charts that provide benchmarks or insights useful in determining community success in delivering services. The park and facility inventory provides details of what is available at any given location, and GIS analysis measures user access. People use various ways of reaching a recreation destination: on foot, on a bike, in a car, via public transportation, or some combination. There are two distinct types of service areas for examining the park system to account for this variability:

- 1) Walkable Access– uses a travel distance of one-half mile, a suitable distance for a ten-minute walk.
- 2) Neighborhood Access– uses a travel distance of one mile to each component and gives a premium for areas within a ten-minute walk. It is intended to account for users traveling from home or elsewhere to a park or facility, most likely by bike, bus, or automobile.

#### A Brief History of Level of Service Analysis

To help standardize parks and recreation planning, many parks & recreation professionals look for ways to benchmark and provide “national standards.” These standards might include how many acres, how many ballfields, pools, playgrounds a community should have. In 1906 the fledgling “Playground Association of America” called for playground space equal to 30 square feet per child. In the 1970s and early 1980s, the first detailed published works on these topics began emerging (Gold, 1973; Lancaster, 1983). In time “rule of thumb” ratios emerged with 10 acres of parkland per thousand, becoming the most widely accepted norm. Other normative guides also have been cited as traditional standards but have been less widely accepted. In 1983, Roger Lancaster compiled a book called “Recreation, Park and Open Space Standards and Guidelines,” published by the National Park and Recreation Association (NRPA). In this publication, Mr. Lancaster centered on a recommendation “that a park system, at minimum, be composed of a core system of parkland, with a total of 6.25 to 10.5 acres of developed open space per 1,000 population (Lancaster, 1983, p. 56). The guidelines went further to recommend an appropriate mix of park types, sizes, service areas, acreages, and standards regarding the number of available recreational facilities per thousand population. While published by NRPA, the table became widely known as “the NRPA standards,” but these were never formally adopted for use by NRPA.

Since that time, various publications have updated and expanded upon possible “standards,” several of which have been published by NRPA. Many of these publications did a benchmark and other normative research to determine what an “average LOS” should be. Organizations such as NRPA and the American Academy for Park and Recreation Administration have focused on accreditation standards for agencies. These standards have been less directed towards outcomes and performance and more on planning, organizational structure, and management processes. The popularly referred to as “NRPA standards” for LOS, as such, do not exist.

## Appendix 8: Level of Service Assessment

It is critical to realize that the above standards can be valuable when referenced as “norms” for capacity but not necessarily as the target standards for which a community should strive. Each agency is different, and the criteria above do not address many factors. For example:

- Does “developed acreage” include golf courses”? What about indoor and passive facilities?
- What are the standards for skateparks? Ice Arenas? Public Art? Etc.?
- What if it’s an urban land-locked community? What if it’s a small town surrounded by open Federal lands?
- What about quality and condition? What if there are many ballfields, but they are not maintained?
- And many other questions.

### 8.2 The GRASP® Process – a greater tool for completing level of service analysis

Parks, trails, recreation, and open space are part of an overall infrastructure for a community made up of various components, such as playgrounds, multi-purpose fields, passive areas. A methodology for determining the LOS is appropriate to address these and other relevant questions. Composite-values methods are applied to measure better and portray the service provided by parks and recreation systems. The trademarked name for the composite-values methodology process is called GRASP® (Geo-Referenced Amenities Standards Program). For this methodology, capacity is only part of the LOS equation. Consider other factors, including quality, condition, location, comfort, convenience, and ambiance.

This methodology records each park component’s geographic location, quantity, and capacity. Also, it uses comfort, convenience, and ambiance as characteristics that are part of the context and setting of a component. They are not characteristics of the element itself, but they enhance the value when they exist. Combining and analyzing each component’s composite value makes it possible to measure the service provided by a parks and recreation system from various perspectives and for any given location. Typically, this begins with deciding on “relevant components,” collecting an accurate inventory of those components, and analysis. Maps and tables represent the results of the GRASP® study.

### Utilizing GRASP® Perspectives

GRASP® perspectives evaluate the LOS throughout an area. Their purpose is to reveal possible gaps in service; however, it is not necessarily beneficial for all community parts to score equally in the analyses. The desired LOS for a location should depend on the type of service, the site’s characteristics, and other factors, such as community need, population growth forecasts, and land-use issues. For example, commercial, institutional, and industrial areas might reasonably have lower service levels for parks and recreation opportunities than residential areas. GRASP® perspectives focus attention on gap areas for further scrutiny. Perspectives can determine if current levels of service are appropriate if used in conjunction with other assessment tools, such as needs assessment surveys and a public input process.

Table 33 lists those components that although present and available in the park system, scored a “1” suggesting that they perform poorly and need to be upgraded, repaired or replaced. These components directly impact the GRASP® scores and thus the overall level of service provided.

### A GRASP® Glossary

**Buffer:** see catchment area

**Catchment area:** a circular map overlay that radiates outward in all directions from a component and represents a reasonable travel distance from the edge of the circle to the asset. Used to indicate access to an asset in a level of service assessment

**Component:** an amenity such as a playground, picnic shelter, basketball court, or athletic field that allows people to exercise, socialize, and maintain a healthy physical, mental, and social wellbeing

**Geo-Referenced Amenities Standards Process® (GRASP®):** a proprietary composite-values methodology that takes quality and functionality of assets and amenities into account in a level of service assessment

**GRASP® Level of service (LOS):** the extent to which a recreation system provides community access to recreational assets and amenities

**GRASP®-IT audit tool:** an instrument developed for assessing the quality and other characteristics of parks, trails, and other public lands and facilities. The tested, reliable, and valid tool has been used nationwide in more than 125 park systems inventories.



**Low-score component:** a component given a GRASP® score of “1” or “0” as it fails to meet expectations

**Low-service or Lower-service area:** an area that has some GRASP® LOS but falls below the minimum standard threshold for the overall LOS

**Modifier:** a basic site amenity that supports users during a visit to a park or recreation site, to include elements such as restrooms, shade, parking, drinking fountains, seating, BBQ grills, security lighting, and bicycle racks, among others

**No-service area:** an area with no GRASP® LOS

**Perspective:** a perspective is a map or data quantification, such as a table or chart, produced using the GRASP® methodology that helps illustrate how recreational assets serve a community

**Radius:** see catchment area

**Recreational trail:** a recreation trail can be a soft or hard-surfaced off-street path that promotes active or passive movement through parkland or natural areas. Recreational trails are typically planned and managed by parks and recreation professionals or departments.

**Service area:** all or part of a catchment area ascribed a particular GRASP® score that reflects the LOS provided by a specific recreational asset, a set of assets, or an entire recreation system

**Target or Threshold:** a minimum LOS standard typically determined based on community expectations

**Trail:** any off-street or on-street connection dedicated to pedestrian, bicycle, or other non-motorized users

**Trail network:** a trail network is a functional and connected part of a trail system. Different networks are separated from other trail networks by missing trail connections or barriers such as roadways, rivers, or railroad tracks.

**Trail system:** all trails in a community that serve pedestrian, bicycle, and alternative transportation users for purposes of both recreation and transportation

**Transportation trail:** a hard-surface trail, such as a sidewalk, intended for traveling from one place to another in a community or region. These trails typically run outside of parkland and are managed by Public Works or another City utility department.

**GRASP® COMPONENTS AND DEFINITIONS**

GRASP® Outdoor Component List	
Component	Definition
<b>Adventure Course</b>	An area designated for activities such as ropes courses, zip-lines, challenge courses. Type is specified in the comments.
<b>Amusement Ride</b>	Carousel, train, go-carts, bumper cars, or other ride-upon features. The ride has an operator and controlled access.
<b>Aquatics, Complex</b>	An aquatic complex has at least one immersion pool and other features intended for aquatic recreation.
<b>Aquatics, Lap Pool</b>	A swimming pool intended for swimming laps.
<b>Aquatics, Leisure Pool</b>	A swimming pool intended for leisure water activities. May include zero-depth entry, slides, play and spray features.
<b>Aquatics, Spray Pad</b>	A play feature without immersion intended for interaction with moving water.
<b>Aquatics, Therapy Pool</b>	A temperature-controlled pool intended for rehabilitation and therapy.
<b>Basketball Court</b>	A dedicated full-sized outdoor court with two goals.
<b>Basketball, Practice</b>	A basketball goal for half-court play or practice, including goals in spaces associated with other uses like parking lots.
<b>Batting Cage</b>	A stand-alone facility with pitching machines and restricted entry.
<b>Bike Complex</b>	A bike complex accommodates various bike skills activities with multiple features or skill areas.
<b>Bike Course</b>	A designated area for non-motorized bicycle use may be constructed of concrete, wood, or compacted earth. Includes pump tracks, velodrome, and skills courses.
<b>Camping, Defined</b>	Defined campsites may include a variety of facilities such as restrooms, picnic tables, water supply. Use the official agency count for quantity if available.

Appendix 8: Level of Service Assessment

Component	Definition
<b>Camping, Undefined</b>	Allows users to stay overnight outdoors in undefined sites and receives a quantity of one for each park or location.
<b>Climbing, Designated</b>	A designated natural or human-made facility provided or managed by an agency for recreation climbing but is not limited to play.
<b>Climbing, General</b>	Allows users to participate in a climbing activity. Use a quantity of one for each park or other location.
<b>Concession</b>	A facility used for the selling, rental, or other provision of food, drinks, goods, and services to the public.
<b>Diamond Field</b>	Softball and baseball fields, suitable for organized diamond sports games. Not specific to size or age-appropriateness.
<b>Diamond Field, Complex</b>	Many ballfields at a single location that are suitable for tournaments.
<b>Diamond Field, Practice</b>	An open or grassy area is used to practice diamond sports and is distinguished from a ballfield. Does not lend itself to organized diamond sports games and from open turf by the presence of a backstop.
<b>Disc Golf</b>	A designated area for disc golf.  Quantities: 18 hole course = 1; 9 hole course =.5
<b>Dog Park</b>	An area explicitly designated as an off-leash area for dogs and their guardians.
<b>Educational Experience</b>	Signs, structures, or features provide an educational, cultural, or historical experience. They are distinguished from public art by the presence of interpretive signs or other information. Assign a quantity of one for each contiguous site.
<b>Equestrian Facility</b>	An area designated for equestrian use and typically applied to facilities other than trails.

Component	Definition
<b>Event Space</b>	A designated area or facility for an outdoor class, performance, or special event, including an amphitheater, bandshell, stage.
<b>Fitness Area</b>	Features intended for personal fitness activities. Fitness areas are groupings of equipment in immediate proximity.
<b>Fitness Course</b>	Features intended for personal fitness activities are typically located along a path or trail. A course receives a quantity of one for each complete grouping of fitness equipment.
<b>Game Court</b>	Outdoor court designed for a game other than tennis, basketball, and volleyball distinguished from a multi-use pad, including bocce, shuffleboard, and lawn bowling. The type specified in the comments. Quantity counted per court.
<b>Garden, Community</b>	A garden area that provides community members a place to have a personal vegetable or flower garden.
<b>Garden, Display</b>	An area designed and maintained to provide a focal point or destination, including a rose garden, fern garden, native plant garden, wildlife/habitat garden, and an arboretum.
<b>Golf</b>	A course designed and intended for the sport of golf counted per 18 holes.  Quantities: 18 hole course = 1; 9 hole course =.5
<b>Golf, Miniature</b>	A course designed and intended as a multi-hole golf putting game.
<b>Golf, Practice</b>	An area designated for golf practice or lessons, including driving ranges and putting greens.
<b>Historic Feature</b>	A site designated to commemorate an event, person, or place of local, statewide or national significance.

Component	Definition
<b>Horseshoe Court</b>	A designated area for the game of horseshoes, including permanent pits of regulation length. Quantity counted per court.
<b>Horseshoes Complex</b>	Several regulation horseshoe courts in a single location. They are suitable for tournaments.
<b>Ice Hockey</b>	Regulation size outdoor rink explicitly built for ice hockey games and practice. General ice skating included in "Winter Sport."
<b>In-line Hockey</b>	Regulation size outdoor rink built specifically for in-line hockey games and practice.
<b>Loop Walk</b>	Opportunity to complete a circuit on foot or by non-motorized travel mode. Suitable for use as an exercise circuit or leisure walking. Quantity of one for each park or other location unless more than one particular course is present.
<b>Multi-Use Pad</b>	A painted area with games such as hopscotch, four square, tetherball found in schoolyards. As distinguished from "Games Court," which is typically single-use.
<b>Natural Area</b>	Describes an area in a park that contains plants and landforms that are remnants of or replicate undisturbed native regions of the local ecology. It can include grasslands, woodlands, and wetlands.
<b>Open Turf</b>	A grassy area that is not suitable for programmed field sports due to size, slope, location, or physical obstructions. It may be used for games of catch, tag, or other informal play and uses that require an open grassy area.

Component	Definition
<b>Other</b>	An active or passive component that does not fall under another definition. Specified in comments.
<b>Passive Node</b>	A place designed to create a pause or particular focus within a park includes seating areas, plazas, overlooks, and not intended for programmed use.
<b>Pickleball Court</b>	A designated court designed primarily for pickleball play.
<b>Picnic Ground</b>	A designated area with a grouping of picnic tables suitable for organized picnic activities. Account for individual picnic tables as Comfort and Convenience modifiers.
<b>Playground, Destination</b>	A destination playground attracts families from the entire community. Typically has restrooms and parking on-site. May include special features like a climbing wall, spray feature, or adventure play.
<b>Playground, Local</b>	A local playground serves the needs of the surrounding neighborhood. Includes developed playgrounds and designated nature play areas. These parks generally do not have restrooms or on-site parking.
<b>Public Art</b>	Any art installation on public property. Art receives a quantity of one for each contiguous site.
<b>Rectangular Field Complex</b>	Several rectangular fields in a single location. A complex is suitable for tournament use.



Appendix 8: Level of Service Assessment

Component	Definition
<b>Rectangular Field, Large</b>	Describes a specific field large enough to host one adult rectangular field sports game such as soccer, football, lacrosse, rugby, and field hockey. The approximate field size is 180' x 300' (60 x 100 yards). The field may have goals and lines specific to an individual sport that may change with the permitted use.
<b>Rectangular Field, Multiple</b>	Describes an area large enough to host one adult rectangular field sports game and a minimum of one other event/game, but with an undetermined number of actual fields. This category describes a large open grassy area arranged in configurations for any number of rectangular field sports. Sports may include but are not limited to: soccer, football, lacrosse, rugby, and field hockey. The field may have goals and lines specific to an individual sport that may change with the permitted use.
<b>Rectangular Field, Small</b>	Describes a specific field too small to host a regulation adult rectangular field sports game but accommodates at least one youth field sports game. Sports may include but are not limited to: soccer, football, lacrosse, rugby, and field hockey. A field may have goals and lines specific to a particular sport that may change with a permitted use.
<b>Shelter, Large</b>	A ramada, shade shelter, or pavilion large enough to accommodate a group picnic or other event for a minimum of 16 seated. Address lack of seating in scoring.
<b>Shelter, Small</b>	A ramada, shade shelter, or pavilion large enough to accommodate a family picnic or other event for approximately 4-16 persons with seating for a minimum of four. Covered benches are included in comfort and convenience scoring and should not be included here.

Component	Definition
<b>Skate Feature</b>	A small or single feature primarily for wheel sports such as skateboarding, in-line skating. The component may or may not allow freestyle biking. Categorize dedicated bike facilities as Bike Course.
<b>Skate Park</b>	An area set aside primarily for wheel sports such as skateboarding and in-line skating. The park may allow freestyle biking. It may be specific to one user group or allow for several user types and accommodate various abilities. Typically has a variety of concrete or modular features.
<b>Target Range</b>	A designated area for practice or competitive target activities. The type specified, such as archery or firearms, in comments.
<b>Tennis Complex</b>	Multiple regulation courts in a single location with amenities suitable for tournament use.
<b>Tennis Court</b>	A court that is suitable for recreation or competitive play. Quick-start or other non-standard types specified in comments.
<b>Tennis, Practice Wall</b>	A wall intended for practicing tennis.
<b>Track, Athletic</b>	A multi-lane, regulation-sized running track appropriate for track and field events.
<b>Trail Access Point</b>	A point of connection to a trail or trail system, without amenities
<b>Trail, Multi-Use</b>	A trail, paved or unpaved, is separated from the road and provides recreational opportunities or connections to walkers, bikers, rollerbladers, and equestrian users. Paths that make a circuit within a single site are Loop Walks.
<b>Trail, Primitive</b>	An unpaved path is located within a park or natural area that provides recreational opportunities or connections to users. Minimal surface improvements that may or may not meet accessibility standards.

Component	Definition
<b>Trail, Water</b>	A river, stream, canal, or other waterway trails for floating, paddling, or other watercraft.
<b>Trailhead</b>	A designated staging area at a trail access point may include restrooms, an information kiosk, parking, drinking water, trash receptacles, and seating.
<b>Volleyball Court</b>	One full-sized court. It may be a hard or soft surface, including grass and sand. May have permanent or portable posts and nets.
<b>Wall Ball Court</b>	Walled courts are associated with handball and racquetball—the type specified in the comments.
<b>Water Access, Developed</b>	A developed water access point includes docks, piers, kayak courses, boat ramps, fishing facilities. It is specified in comments, including the quantity for each unique type.
<b>Water Access, General</b>	Measures a user's general ability to access the edge of open water. May include undeveloped shoreline. Typically receives a quantity of one for each contiguous site.
<b>Water Feature</b>	This passive water-based amenity provides a visual focal point of fountains and waterfalls.
<b>Water, Open</b>	A body of water such as a pond, stream, river, wetland with open water, lake, or reservoir.
<b>Winter Sport</b>	An area designated for a winter sport or activity. For example, a downhill ski area, nordic ski area, sledding hill, tobacco run, and recreational ice. The type specified in the comments.

## 8.3 Inventory Methods and Process

The planning team's detailed GIS inventory first prepared a preliminary list of existing components using aerial photography and GIS data. Components identified in aerial photos were located and labeled.

Next, the consulting team conducted field visits to confirm or revise preliminary component data, make notes regarding sites or assets, and understand the system. The inventory for this study focused primarily on components at public parks. Each element's evaluation ensures it serves its intended function, noting any parts needing refurbishment, replacement, or removal.

Collection of the following information during site visits:

- Component type and geo-location
- Component functionality
- Assessment scoring is based on the condition, size, site capacity, and overall quality. The inventory team used the following three-tier rating system to evaluate these:
  - 1 = Below Expectations
  - 2 = Meets Expectations
  - 3 = Exceeds Expectations
- Components were evaluated from two perspectives: first, the value of the component in serving the immediate neighborhood (N Score), and second, its value to the greater community (C Score). The score is on a scale of 0-3, with zero meaning non-functioning, one being below expectations, two meeting expectations, and three exceeding expectations.
- Neighborhood Score:
  - » Each component was evaluated from the perspective of a resident that lives nearby.
  - » High scoring components are easily accessible to pedestrians in the neighborhood, are attractive for short and frequent visits, and are unobtrusive to the surrounding neighborhood.
  - » Low-scoring components may have limited access to residents such as locked gates, have nuisance features such as sports lighting, or draw large crowds for which parking is not provided.

## Appendix 8: Level of Service Assessment

- Community Score:
  - » Components were evaluated from residents' perspective in the greater community.
  - » High scoring components in this category may be unique components within the parks and recreation system, have a broad draw from throughout the community, have the capacity and associated facilities for community-wide events, or are in areas that are accessible only by car.
  - » An example of low-scoring components may be when a park's components are limited to only Homeowners' Association (HOA) residents
- Site modifiers
  - » In addition to standard components, the inventory also evaluates features that provide comfort and convenience to the users.
  - » These are things that a user might not go to the parks specifically to use but are things that enhance the users' experience by making it a nicer place to be.
  - » Modifiers encourage people to stay longer and enjoy the components more fully.
  - » The presence of features such as drinking water, shade, seating, and restrooms in proximity to a component increases the component's value.
  - » These features are scored as described above with the 0-3 system.
  - » Scoring focuses on service to the user rather than the quantity
- Site design and ambiance
- Site photos
- General comments

## 8.4 Asset Scoring

All components were scored based on condition, size, site capacity, and overall quality, reflecting the user's expectations of recreational features. Beyond the quality and functionality of components, however, GRASP® LOS analysis considers other essential aspects of a park or recreation site. Not all parks are created equal, and their surroundings may determine the quality of a user's experience. For example, the GRASP® system acknowledges the essential differences between identical playground structures as displayed in the following example figures:

### GRASP® EXAMPLES



In addition to scoring components, GRASP®-IT assesses each park site or indoor facility for comfort, convenience, and ambient qualities. These qualities include the availability of restrooms, drinking water, shade, scenery. These modifier values then enhance or amplify component scores at any given location.

This inventory atlas consists of the Geographic Information System (GIS) data displayed by location on an aerial photograph. Compiled GIS information collected during the site visit, including all GIS data and staff input. An accompanying data sheet for each site lists modifier and component scores and observations and comments.

Analyzing the existing parks, open space, trails, and recreation systems determines how they serve the public. LOS defines the capacity of various components and facilities to meet the public's needs regarding the size or quantity of a given facility.

**DESIGN AND AMBIANCE** – Simple observation proves that places that “feel” right attract people. A sense of safety and security, pleasant surroundings, attractive views, and a sense of place impact ambiance. A well-designed park is preferable to a poorly designed one, enhancing its components' degree of service.

**COMFORT AND CONVENIENCE** – The service provided by a component, such as a playground, is increased by having amenities such as shade, seating, and a restroom nearby. Comfort enhances the experience of using a component. Convenience encourages people to use



an element, which increases the amount of service that it offers. Easy access and the availability of trash receptacles, bike racks, or nearby parking are examples of conveniences that enhance the service provided by a component.

**LOCATION** – To be served by something, you need to be able to get to it. The typical park playground is more service to people who live within easy reach than someone living across town. Therefore, service is dependent upon proximity and access.

**QUALITY** – The service provided by anything, whether a playground, soccer field, or swimming pool, is determined in part by its quality. A playground with various features, such as climbers, slides, and swings, provides a higher degree of service than one with nothing but an old teeter-totter and some “monkey-bars.”

**CONDITION** – The condition of a component within the park system also affects the service it provides. A playground in disrepair with unsafe equipment does not offer the same function as one in good condition. Similarly, a soccer field with a smooth surface of well-maintained grass certainly provides more service than one full of weeds, ruts, and other hazards.

## 8.5 GRASP® Score

Each park or recreation location and all on-site components have been assigned a GRASP® Score. The resulting scores reflect the overall value of that site. A basic algorithm calculates scoring totals, accounting for components and modifiers, every park and facility in the inventory. Scores for each inventory site and its components may be found in the GRASP® Inventory Atlas provided to the district as a staff document.

### GRASP® SCORE CALCULATION

**Component Assessment Score: 1, 2, or 3**

**The sum of site modifiers determine a multiplier:  
1.1, 1.3, or 1.3**

**Design & Ambiance as a stand alone modifier: 1, 2, or 3**

**Component GRASP Score: 4.8**

## Appendix 8: Level of Service Assessment

### Catchment Areas

Catchment areas also called buffers, or service areas, are drawn around each component. The GRASP® Score for that component is then applied to that buffer and overlapped with all other component catchment areas. This process yields the data used to create perspective maps and analytical charts.

### Perspectives

Maps and data produced using the GRASP® methodology are known as perspectives—each perspective models service across the study area. The system can be further analyzed to derive statistical information about service in various ways. Maps, tables, and charts provide benchmarks or insights a community may use to determine its success in delivering services.

Mapping service areas for multiple components on a map produces a heat map representing the cumulative LOS provided by that set of elements in a geographic area. On a map, darker orange shades result from the overlap of multiple service areas. They indicate areas served by more or higher quality components. For any given spot, there is a GRASP® Value that reflects cumulative scoring for nearby assets. The figure below provides an example.

### 8.6 Component Scoring

To assess quality of service within existing parks, each park improvement, or component, was given a score of 1-3 based on condition, size, site capacity, and overall quality that impacts the experience provided to the user.

1 = Below Expectations

2 = Meets Expectations

3 = Exceeds Expectations

Typically, a rating of 1 suggests a need for improvement or replacement, 2 suggests the component meets the need but is not ideal and 3 is newer and excellent. Willamalane components are more likely to be scored a “2” (over 80% of components), and less likely to be scored a “3” (less than 5% of components) when compared to averages from the national dataset. This could signify fewer signature or special improvements across the system. The table below illustrates district component scores compared to the national dataset.

### DISTRICT COMPONENT SCORE BREAKDOWN VS NATIONAL DATASET

Willamalane		Willamalane Community Park		National Dataset		National Dataset Community Park	
Scores	Percent %	Scores	Percent %	Scores	Percent %	Scores	Percent %
0	1%	0	0%	0	3%	0	3%
1	11%	1	11%	1	10%	1	11%
2	84%	2	85%	2	78%	2	77%
3	4%	3	4%	3	8%	3	9%

### PLAYGROUNDS EXAMPLE PHOTOS




An example of a scorecard is shown below as is an example of a component assessment (for playgrounds).

**EXAMPLES SCORECARD**

**Quartz Park**

Address: <b>6001 Quartz Ave.</b> <p style="text-align: center;"><b>A</b></p> GIS Acres <b>2.68</b>  Classification: <b>Neighborhood Park</b> Inventory Date: <b>4/22/2022</b>	<p><b>Park Overview:</b></p> Newer development with large play set. Portable restroom. Next to trail but no trail access.  <p style="text-align: center;"><b>C</b></p>	<p><b>Park Cumulative Scores:</b></p> <table style="width: 100%; text-align: center;"> <tr> <td style="background-color: #00838f; color: white; font-size: 24px; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"><b>24</b></td> <td style="background-color: #00838f; color: white; font-size: 24px; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"><b>24</b></td> </tr> <tr> <td style="font-size: 8px;">GRASP® Community Score</td> <td style="font-size: 8px;">GRASP® Neighborhood Score</td> </tr> </table>	<b>24</b>	<b>24</b>	GRASP® Community Score	GRASP® Neighborhood Score
<b>24</b>	<b>24</b>					
GRASP® Community Score	GRASP® Neighborhood Score					

**Comfort and Convenience Scores:** 

**B**

<b>2</b> -Design and Ambiance	<b>0</b> -Trail Connection	<b>2</b> -Dog Pick-Up Station
<b>2</b> -Park Access	<b>2</b> -Seating	<b>0</b> -Seasonal Plantings
<b>2</b> -Parking	<b>2</b> -Picnic Tables	<b>0</b> -Shade
<b>1</b> -Restrooms	<b>0</b> -BBQ Grills	<b>1</b> -Ornamental Plantings
		<b>2</b> -Bike Parking
		<b>2</b> -Drinking Fountains
		<b>2</b> -Security Lighting

<b>Components:</b>	MAP ID	N Score	C Score	Qty	Lights	Observations
Basketball Court	C298	2	2	1		
Loop Walk	C296	2	2	1	<b>D</b>	
Open Turf	C297	2	2	1		
PARCEL	L105	2	2	1		
Playground, Local	C299	2	2	1		

*N Score = Neighborhood Score / C Score = Community Score / Qty = Quantity*



Appendix 8: Level of Service Assessment

Map ID	Park / Location	Component	Qty	Neighborhood Score	Community Score	Comments / Observations
C381	Arrow Park	Playground, Local	1	2	2	
C182	Bluebelle Park	Playground, Local	1	2	2	
C187	Bob Artz Memorial Park	Playground, Local	1	1	1	Minimal
C204	Douglas Gardens Park	Playground, Local	1	1	1	Minimal and older
C212	Fort (William S.) Memorial Park	Playground, Local	1	2	2	
C218	Gamebird Park	Playground, Local	1	1	1	Minimal
C235	Island Park	Playground, Local	1	2	2	
C244	Lively Park	Playground, Destination	1	2	2	
C248	James Park	Playground, Local	1	1	1	Minimal, old equipment
C250	Jasper Meadows Park	Playground, Local	1	2	2	Newer climber
C257	Jesse Maine Memorial Park	Playground, Local	1	2	2	
C265	Les Schwab Sports Park	Playground, Local	1	2	2	Minimal set but with climbing structure
C267	Marylhurst Park	Playground, Local	1	2	2	Minimal, but suits pocket park
C270	Meadow Park	Playground, Local	1	2	2	Nicer than other sets
C276	Menlo Park	Playground, Local	1	2	2	
C284	Pacific Park	Playground, Local	1	2	2	
C295	Pride Park	Playground, Local	1	1	1	Older set
C299	Quartz Park	Playground, Local	1	2	2	
C301	Rob Adams Park	Playground, Local	1	2	2	
C306	Robin Park	Playground, Local	1	2	2	Small but suiting pocket park
C310	Royal Delle Park	Playground, Local	1	2	2	
C318	Thurston Park	Playground, Local	1	2	2	
C321	Tyson Park	Playground, Local	1	1	1	Old and battered
C327	Volunteer Park	Playground, Local	1	2	2	
C333	West D St Greenway	Playground, Local	1	1	1	Small
C346	Willamalane Park	Playground, Local	1	2	2	

The table includes the park name, playground type, quantity, neighborhood score, community score, and site visit notes.

## 8.7 Park Scoring

Park scoring measures how the parks and components serve residents and users. These scores often make the most sense when compared within the same classification, i.e., when comparing one neighborhood park to another neighborhood park. It may be reasonable that there are wide ranges of scores within a category. It may also be an opportunity to re-evaluate a park's particular classification based on the service to the community or neighborhood it serves. Park scores are made up of the collective component scores from the assessment.

In addition to locating components, the assessment includes quality, function, condition, and modifiers. Cumulative scores most directly reflect the number and quality of improvements, or components, within a park. The availability of modifiers, such as restrooms, drinking fountains, seating, parking, and shade, also affects park scores. Higher scores reflect more and better recreation opportunities than lower scores. There is no ultimate or perfect score.

To assist in prioritizing parks to improve level of service, each park has a neighborhood score and a community score. The biggest difference in these two scores is that the neighborhood score is focused on the diversity of experiences available at a park while community score considers the quantity of each experience and its ability to support a broader, community-wide use. An example of this might be a park that has several different improvements including a playground, a picnic shelter, a basketball court, and four tennis courts. The neighborhood score would reflect that users have access to four different components. The community score recognizes the four unique component types but also factors in the fact that there are multiple courts available. In this case, the park would have a higher community score than neighborhood score.

In Willamalane's park district, scores among the different classifications vary greatly (tables 21-26). This likely means that some adjustments may need to be made to park categories (classifications) to closely match these park services and public expectations. The follow park scores are grouped by classification and listed from high to low for both neighborhood and community score.

### COMMUNITY PARK SCORES

	Neighborhood Score	Community Score
<b>Community Park</b>		
Willamalane Park	58	82
Lively (Jack B.) Park	58	65
Island Park	55	60

Average Neighborhood Score: 57  
Average Community Score: 69

### NEIGHBORHOOD PARK SCORES

	Neighborhood Score	Community Score
<b>Neighborhood Park</b>		
Meadow Park	46	79
Fort (William S.) Memorial Park	29	38
Arrow Park	34	34
Thurston Park	24	29
Rob Adams Park	29	29
Jasper Meadows Park	29	29
Volunteer Park	24	24
Quartz Park	24	24
Bluebelle Park	24	24
Willamette Heights Park	22	22
Royal Delle Park	22	22
Jesse Maine Memorial Park	22	22
Gamebird Park	22	22
Pacific Park	19	19
Page Park	18	18
Menlo Park	18	18
Pride Park	14	14
Douglas Gardens Park	12	12
Tyson Park	9	9
James Park	6	6

Average Neighborhood Score: 57  
Average Community Score: 69

### POCKET PARK SCORES

	Neighborhood Score	Community Score
<b>Pocket Park</b>		
Robin Park	22	22
Marylhurst Park	13	13

Average Neighborhood Score: 18  
Average Community Score: 18

Appendix 8: Level of Service Assessment

**SPORTS PARK SCORES**

	Neighborhood Score	Community Score
<b>Sports Park</b>		
Les Schwab Sports Park	50	82
Guy Lee Park	22	29
Bob Artz Memorial Park	14	41

Average Neighborhood Score: 29

Average Community Score: 50

**SPECIAL USE FACILITY SCORES**

	Neighborhood Score	Community Score
<b>Special-Use Park</b>		
Dorris Ranch	72	72
Clearwater Park	38	38
Ruff (Wallace M. Jr.) Memorial Park	34	34
Mill Race Park	31	31
Kelly Butte Overlook	15	15

Average Neighborhood Score: 38

Average Community Score: 38



## 8.8 Target Score Calculation

The ability to show where LOS is adequate or inadequate is an advantage of GIS analysis. First, an appropriate LOS for District residents is determined. The target value would be comparable to a typical neighborhood park, such as Bluebelle Park, Quartz Park, Thurston Park, or Volunteer Park. Higher-scoring parks also exceed the target score as well. The diversity within these parks represents the critical finding that parks vary greatly yet score similarly in the GRASP® system and are presented in the table below.

### TARGET SCORE CALCULATION

Park Classification	Service Area Radius	Current Range	Proposed average size for new parks	Examples of components and amenities
<b>Pocket Parks</b>	1/4 to 1/2 mile	0.3 to 0.8 acres	less than 1 acre	<ul style="list-style-type: none"> <li>» Small playground</li> <li>» Water fountain</li> <li>» Plantings</li> <li>» Monuments or art installations</li> <li>» Sport court</li> <li>» Limited seating</li> </ul>
<b>Neighborhood Parks</b>	1/4 to 1/2 mile	1 to 32 acres	3 acres to 20 acres	<ul style="list-style-type: none"> <li>» Children's play areas</li> <li>» Court sports facilities</li> <li>» Picnic tables and benches</li> <li>» Paths</li> <li>» Lighting</li> <li>» Drinking fountains</li> <li>» Informal play areas</li> <li>» Neighborhood gardens</li> <li>» Portable restrooms, when needed</li> <li>» Natural areas</li> <li>» Recreational facilities intended for large groups</li> <li>» Off-street parking</li> <li>» Permanent rest rooms</li> </ul>

Appendix 8: Level of Service Assessment

<p><b>Community Parks</b></p>	<p>2 miles</p>	<p>16 to 31 acres</p>	<p>15 to 30 acres</p>	<ul style="list-style-type: none"> <li>» Children’s play areas</li> <li>» Competitive sports fields</li> <li>» Community recreation facilities</li> <li>» Court sports facilities</li> <li>» Skateboarding facilities</li> <li>» Off-street parking</li> <li>» Rest rooms</li> <li>» Public art/Fountains</li> <li>» Single and group picnic areas</li> <li>» Paths</li> <li>» Lighting</li> <li>» Natural areas</li> <li>» Interpretive facilities</li> <li>» Water access</li> <li>» Amphitheaters</li> <li>» Festival space</li> <li>» Community garden</li> <li>» Unprogrammed open space</li> </ul>
<p><b>Natural Area Parks</b></p>	<p>2 to 5 miles</p>	<p>11 to 666 acres</p>	<p>Varies</p>	<ul style="list-style-type: none"> <li>» Trailhead amenities</li> <li>» Multi-purpose paved trails</li> <li>» Soft-surface trails</li> <li>» Boardwalks</li> <li>» Benches</li> <li>» Overlooks</li> <li>» Interpretive facilities</li> <li>» Wildlife blinds</li> <li>» Water access</li> <li>» Should not include facilities that conflict with nature-and trail oriented recreation, or ornamental plants</li> </ul>

<b>Linear Parks (Trails and Pathways)</b>	Varies	Varies	Varies	<ul style="list-style-type: none"> <li>» Multiple access points</li> <li>» Benches</li> <li>» Limited recreation facilities</li> <li>» Soft-surface trails</li> <li>» Water access</li> <li>» Picnic facilities</li> </ul>
<b>Special-Use Parks</b>	Varies	0.4 to 300 acres	Varies	<ul style="list-style-type: none"> <li>» Water access</li> <li>» Arboretum</li> <li>» Viewpoints</li> <li>» Neighborhood park facilities</li> <li>» Natural areas</li> <li>» Picnic facilities</li> </ul>
<b>Sports Parks</b>	2 miles	11 to 19 acres	5 to 30 acres or sufficient to place rectangle and diamond fields on the site	<ul style="list-style-type: none"> <li>» Diamond ballfields</li> <li>» Rectangle ballfields</li> <li>» Lights</li> <li>» Parking</li> <li>» Restrooms</li> <li>» Irrigated turf</li> <li>» Playground</li> <li>» Storage facility</li> </ul>
<b>Pocket Parks</b>	1/4 to 1/2 mile	0.3 to 0.8 acres	less than 1 acre	<ul style="list-style-type: none"> <li>» Small playground</li> <li>» Water fountain</li> <li>» Plantings</li> <li>» Monuments or art installations</li> <li>» Sport court</li> <li>» Limited seating</li> </ul>



Appendix 8: Level of Service Assessment

<p><b>Neighborhood Parks</b></p>	<p>1/4 to 1/2 mile</p>	<p>1 to 32 acres</p>	<p>3 acres to 20 acres</p>	<ul style="list-style-type: none"> <li>» Children’s play areas</li> <li>» Court sports facilities</li> <li>» Picnic tables and benches</li> <li>» Paths</li> <li>» Lighting</li> <li>» Drinking fountains</li> <li>» Informal play areas</li> <li>» Neighborhood gardens</li> <li>» Portable restrooms, when needed</li> <li>» Natural areas</li> <li>» Recreational facilities intended for large groups</li> <li>» Off-street parking</li> <li>» Permanent rest rooms</li> </ul>
<p><b>Community Parks</b></p>	<p>2 miles</p>	<p>16 to 31 acres</p>	<p>15 to 30 acres</p>	<ul style="list-style-type: none"> <li>» Children’s play areas</li> <li>» Competitive sports fields</li> <li>» Community recreation facilities</li> <li>» Court sports facilities</li> <li>» Skateboarding facilities</li> <li>» Off-street parking</li> <li>» Rest rooms</li> <li>» Public art/Fountains</li> <li>» Single and group picnic areas</li> <li>» Paths</li> <li>» Lighting</li> <li>» Natural areas</li> <li>» Interpretive facilities</li> <li>» Water access</li> <li>» Amphitheaters</li> <li>» Festival space</li> <li>» Community garden</li> <li>» Unprogrammed open space</li> </ul>

<p><b>Natural Area Parks</b></p>	<p>2 to 5 miles</p>	<p>11 to 666 acres</p>	<p>Varies</p>	<ul style="list-style-type: none"> <li>» Trailhead amenities</li> <li>» Multi-purpose paved trails</li> <li>» Soft-surface trails</li> <li>» Boardwalks</li> <li>» Benches</li> <li>» Overlooks</li> <li>» Interpretive facilities</li> <li>» Wildlife blinds</li> <li>» Water access</li> <li>» Should not include facilities that conflict with nature-and trail oriented recreation, or ornamental plants</li> </ul>
<p><b>Linear Parks (Trails and Pathways)</b></p>	<p>Varies</p>	<p>Varies</p>	<p>Varies</p>	<ul style="list-style-type: none"> <li>» Multi-purpose paved trails</li> <li>» Multiple access points</li> <li>» Benches</li> <li>» Limited recreation facilities</li> <li>» Soft-surface trails</li> <li>» Water access</li> <li>» Picnic facilities</li> </ul>
<p><b>Special-Use Parks</b></p>	<p>Varies</p>	<p>.4 to 300 acres</p>	<p>Varies</p>	<ul style="list-style-type: none"> <li>» Interpretive facilities</li> <li>» Water access</li> <li>» Arboretum</li> <li>» Viewpoints</li> <li>» Neighborhood park facilities</li> <li>» Natural areas</li> <li>» Picnic facilities</li> </ul>
<p><b>Sports Parks</b></p>	<p>2 miles</p>	<p>11 to 19 acres</p>	<p>15 to 30 acres or sufficient to place rectangle and diamond fields on the site</p>	<ul style="list-style-type: none"> <li>» Diamond ballfields</li> <li>» Rectangle ballfields</li> <li>» Lights</li> <li>» Parking</li> <li>» Restrooms</li> <li>» Irrigated turf</li> <li>» Playground</li> <li>» Storage facility</li> </ul>

## Appendix 8: Level of Service Assessment

Presented here is additional comparative data from other communities of similar populations to the District across the United States. As every community is unique, there are no standards or “correct” numbers, but the analysis offers interesting comparisons.

### GRASP® COMPARATIVE DATA (SIMILAR-SIZE AGENCY)

City / Agency	Encinitas, CA	Tamarac, FL	Grand Junction, CO	Willamalane PRD, OR	Arlington Heights PD, IL	Georgetown, TX	Frederick, MD	Average
Year	2016	2020	2020	2022	2015	2021	2021	
Population	61,518	66,138	66,764	70,337	72,465	74,198	75,281	67,444
Study Area Size (Acres of City or County Limits)	13,339	7,662	34,741	14,610	9,883	38,151	15,366	16,047
Population Density (Per Acre)	4.6	8.6	1.9	4.8	7.3	1.9	4.9	5
# Of Sites (Parks, Facilities, Etc.)	63	15	53	48	57	52	85	47
Total Number of Components	439	110	312	249	348	302	366	292
Average # of Components per Site	7	7	6	5	6	6	4	6
Total GRASP® Value (Entire System)	1,931	624	1,824	1,511	2,078	1,609	1,766	1,594
GRASP® Index	31	9	27	21	29	22	23	19
Average Score/Site	31	42	34	31	36	31	21	35
% of Total Area w/LOS >o	97%	93%	90%	1	100%	71%	99%	96%
Average LOS per Acre Served	252	110	163	148	353	101	241	205
Components per Capita	7	2	5	4	5	4	5	4
Average LOS / Population Density per Acre	55	13	85	31	48	52	49	46
% of Population with Walkable Target Access	63%	27%	35%	32%	64%	23%	79%	44%
People per Park	976	4,409	1,260	1,465	1,271	1,427	886	1,876
Park per 1k People	1.0	0.2	0.8	0.7	0.8	0.7	1.1	0.7
Better Than The Average								
Below The Average								
Neutral								

### Park Acreage Analysis

Comparison of and projection for park acres and number of parks is also a traditional analysis. Table 31 shows the need for 36 acres of developed parkland and two new parks based on projected growth. The district currently exceeds the NRPA median for park acres per capita and has fewer people per park than other agencies.

## 8.9 Making Justifiable Decisions

GRASP® stores all data generated from the evaluation in an electronic database available and owned by the agency for use in various ways. The database tracks facilities and programs and can schedule services, maintenance, and components’ replacement. In addition to determining LOS, it can be used to project long-term capital and life-cycle costing needs. All portions of the information are in available standard software and can be produced in various ways for future planning or sharing with the public.



The methods provide accurate LOS and facility inventory information and integrates with other tools to help agencies decide. It is relatively easy to maintain, updatable, and creates easily understood graphic depictions of issues. Combined with a needs assessment, public and staff involvement, program, and financial assessment, GRASP® allows an agency to defensibly make recommendations on priorities for ongoing resource allocations along with capital and operational funding.

## 8.10 Addressing Low-scoring Components

Components whose functionality ranks below expectations are identified and scored with a “one.” Find a list of these as extracted from the inventory dataset below. When raising the score of a component through improvement or replacement, the LOS is increased. The following is an outline strategy for addressing the repair/refurbishment/replacement or repurposing of low-functioning components.

Determine why the component is functioning below expectations.

- a. Was it poorly conceived in the first place?
- b. Is it something that was not needed?
- c. Is it the wrong size, type, or configuration?
- d. Is it poorly placed or located in a way that conflicts with other activities or detracts from its use?
- e. Have the needs changed so that the component is now outdated, obsolete, or no longer needed?
- f. Has it been damaged?
- g. Has the component’s maintenance been deferred or neglected to the point where it no longer functions as intended?
- h. Does the component score low because it is not available to the public in a way that meets expectations?

Is the component old, outdated, or otherwise dysfunctional but has historical or sentimental value? An example would be an archaic structure in a park such as a stone barbecue grill that is not restorable to its original purpose but has historical significance.

Depending on the answers from the first step, select a strategy for addressing the low-functioning component:

Suppose the need for that type of element in its current location still exists. In that case, the feature should be repaired or replaced to match its original condition as much as possible.

- a. If the need for that type of component has changed to where the original one is no longer suitable, replace it with a new one that fits the current requirements.
- b. If a component is poorly located or poorly designed to start with, consider relocating, redesigning, or otherwise modifying it.
- a. Remove a component because of changing demands unless it can be maintained in good condition without excessive expense or has historical or sentimental value. In-line hockey rinks may fall into this category. If it has been allowed to deteriorate because the community has no desire for in-line hockey, repurpose it into some other use.

Through ongoing public input and as needs and trends evolve, there may be the identification of new demands for existing parks. Suppose there is no room in an existing location for unique needs. In that case, the decision may include removal or repurposing a current component, even if it is functional.

- a. As tennis’s popularity declined and demand for courts dropped off in some communities over recent decades, functional courts became skate parks or in-line rinks. In most cases, this was an interim use, intended to satisfy a short-term need until a decision to either construct a permanent facility or let the fad fade. The need for in-line rinks now seems to have diminished. In contrast, temporary skate parks on tennis courts have now had permanent locations of their own. They become more elaborate facilities as skateboarding, and other wheel sports have grown in popularity and permanence.
- b. One community repurposed a ball diamond into a dog park. The diamond is well-suited because it is already fenced. Combining the skinned infield where the dogs enter and natural grass in the outfield where traffic disperses. In time this facility either becomes a permanent facility or is constructed elsewhere. It could also turn out that dog parks fade in popularity and dog owners have other preferences. Meanwhile, the use of the diamond for this purpose is an excellent interim solution.

Willamalane Level of Service Analysis Using GRASP®

PARKS SUMMARY MATRIX

Classification	Park / Location	Basketball Court	Basketball, Practice	Bike Course	Concessions	Diamond Field	Diamond Field, Complex	Diamond Field, Practice	Disc Golf	Dog Park	Educational Experience	Event Space	Fitness Area	Game Court	Garden, Community	Garden, Display	Golf, Miniature	Historic Feature	Horseshoe Court	Loop Walk	Natural Area	Open Turf	Passive Node	Pickleball Court	Playground, Destination	Playground, Local	Public Art	Rectangular Field, Complex	Rectangular Field, Large	Shelter, Large	Shelter, Small	Skate Park	Tennis Court	Trail Access Point	Trail, Primitive	Trailhead	Volleyball Court	Water Access, Developed	Water Access, General	Water, Open	Total Components	Component Diversity %	Acres				
Community Park	Island Park									1	1									1	1	1							2								1	1	1	12	92	16					
	Lively (Jack B.) Park	1								1		1			1					1	1	1			1					2							1						11	91	31		
	Willamalane Park	2				1					1	1						1	3	1		1				1	1						1	4										18	67	17	
Sports Park	Bob Artz Memorial Park				1	3	1																			1																		6	67	11	
	Guy Lee Park					2															1	1										2												6	67	14	
	Les Schwab Sports Park							2					1								1		1			1		1	4																11	64	19
Neighborhood Park	Arrow Park	1		1																	1		1			1								1										6	100	6	
	Bluebelle Park		1																		1		1			1																			4	100	3
	Douglas Gardens Park	1	1																				1						1		1														6	100	6
	Fort (William S.) Memorial Park	2																			1		1			1										2								7	71	5	
	Gamebird Park	1						1								1							1			1																			5	100	3
	James Park		1			1																				1																			3	100	3

Classification	Park / Location	Basketball Court	Basketball, Practice	Bike Course	Concessions	Diamond Field	Diamond Field, Complex	Diamond Field, Practice	Disc Golf	Dog Park	Educational Experience	Event Space	Fitness Area	Game Court	Garden, Community	Garden, Display	Golf, Miniature	Historic Feature	Horseshoe Court	Loop Walk	Natural Area	Open Turf	Passive Node	Pickleball Court	Playground, Destination	Playground, Local	Public Art	Rectangular Field, Complex	Rectangular Field, Large	Shelter, Large	Shelter, Small	Skate Park	Tennis Court	Trail Access Point	Trail, Primitive	Trailhead	Volleyball Court	Water Access, Developed	Water Access, General	Water, Open	Total Components	Component Diversity %	Acres					
		Main Park	Jasper Meadows Park		1																	1	1			1	1																5	100	6			
Jesse Maine Memorial Park			1																			1	1		1																		4	100	2			
Meadow Park	2						1							1						1		1		8	1				1															16	50	8		
Menlo Park			1																			1				1																		3	100	1.4		
Pacific Park	1																					1				1																		3	100	5		
Page Park							1															1								1														3	100	4		
Pride Park	1																					1				1																		3	100	2		
Quartz Park	1																				1	1				1																		4	100	3		
Rob Adams Park	1																				1	1				1							1											5	100	32		
Royal Delle Park			1																		1	1				1																		4	100	3		
Thurston Park			2																		1	1				1																			5	80	6	
Tyson Park	1							1														1				1				1															5	100	4	
Volunteer Park	1																				1	1				1																				4	100	5
Willamette Heights Park																						1	1	1			1																			4	100	4
Pocket Park	Marylhurst Park																					1			1																				2	100	0.3	
	Robin Park		1				1															1			1																				4	100	0.8	



Classification	Park / Location	Basketball Court	Basketball, Practice	Bike Course	Concessions	Diamond Field	Diamond Field, Complex	Diamond Field, Practice	Disc Golf	Dog Park	Educational Experience	Event Space	Fitness Area	Game Court	Garden, Community	Garden, Display	Golf, Miniature	Historic Feature	Horseshoe Court	Loop Walk	Natural Area	Open Turf	Passive Node	Pickleball Court	Playground, Destination	Playground, Local	Public Art	Rectangular Field, Complex	Rectangular Field, Large	Shelter, Large	Shelter, Small	Skate Park	Tennis Court	Trail Access Point	Trail, Primitive	Trailhead	Volleyball Court	Water Access, Developed	Water Access, General	Water, Open	Total Components	Component Diversity %	Acres						
			Mill Race Park									1										1	1																			1	6	100	0.4				
	Ruff (Wallace M. Jr.) Memorial Park									1						1				1	1	1																				1	6	100	17				
Natural Area Park	Eastgate Woodlands of the Whilamut Natural Area									1										1						1																		1	1	8	100	41	
	Georgia Pacific Natural Area																			1	1		1																					1	1	7	86	120	
	Harvest Landing																				1																								1	2	100	23	
	Moe Mountain Natural Area																				1																									1	100	11	
	Thurston Hills Natural Area			1																		1																							1	1	4	100	666
	Weyerhaeuser McKenzie Natural Area																					1																								1	1	4	100
	<b>System Totals</b>	<b>16</b>	<b>10</b>	<b>2</b>	<b>1</b>	<b>7</b>	<b>1</b>	<b>7</b>	<b>1</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>17</b>	<b>14</b>	<b>28</b>	<b>7</b>	<b>8</b>	<b>1</b>	<b>24</b>	<b>5</b>	<b>1</b>	<b>4</b>	<b>6</b>	<b>3</b>	<b>1</b>	<b>8</b>	<b>8</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>5</b>	<b>9</b>	<b>225</b>		<b>1,571.64</b>						

**INDOOR FACILITIES SUMMARY MATRIX**

LOCATION	Aquatics, Lap Pool	Aquatics, Leisure Pool	Aquatics, Therapy Pool	Arts and Crafts	Auditorium/Theater	Childcare/Preschool	Climbing, Designated	Concessions	Fitness/Dance	Food - Vending	Gallery/Exhibits	Gymnasium	Kitchen - Commercial	Kitchen - Kitchenette	Lobby/Entryway	Multi-purpose Room	Patio/Outdoor Seating	Retail/Pro-shop	Weight/Cardio Equipment	Total Indoor Components
Bob Kefer Willamalane Center for Sports and Recreation						1	1	1	2	1	1	2		4	1	4	1		1	20
Splash!	1	1	1					1		1					1	1	1	1		9
Willamalane Adult Activity Center				2	1					1	1		1	3	1	5	1	1		17
Willamalane Park Swim Center	1	1	1							1					1			1	1	7
<b>SYSTEM TOTALS</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>7</b>	<b>4</b>	<b>10</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>53</b>

^Includes indoor components only. For outdoor components see Les Schwab Sports Park in the Outdoor Summary Table.

## 8.11 LOS Improvements

### Addressing Lower and No-Service Areas

One way of using GRASP® Perspectives is to prioritize gap areas. For example, the walkable access analysis identified several regions with low or no service.

Future growth or subdivision development may significantly impact future gap areas. Further investigations of these areas can help prioritize improvements and opportunities. Willamalane District may consider multiple factors, including providing maximum impact to the highest number of residents. Social equity factors, such as average household income, could also influence priorities.

### Component Inventory and Assessment

Maintaining and improving existing facilities typically ranks very high in public input. Existing features that fall short of expectations should be enhanced to address this concern. Elements have been assessed based on condition and functionality in the inventory phase of this plan. Identify and treat those with low scores, as explained below. The assessment should be updated regularly to assure the upgrade or improvements of components affected by wear and tear over time.

### Addressing Low-Scoring Components

Low-scoring components are found in the following table:

**LIST OF PARK COMPONENTS THAT WERE SCORED A “1”**

Map ID	Park / Location	Component	Qty	Neighborhood Score	Community Score	Comments / Observations
C202	Douglas Gardens Park	Basketball Court	1	1	1	Rough
C219	Gamebird Park	Basketball Court	1	1	1	Old
C269	Meadow Park	Basketball Court	1	1	1	Rough surface and graffiti
C293	Pride Park	Basketball Court	1	1	1	Older goals, rough surface, no access path
C320	Tyson Park	Basketball Court	1	1	1	Malfunctioning goals
C358	James Park	Basketball, Practice	1	1	1	Eroded surface, no net
C365	Douglas Gardens Park	Basketball, Practice	1	1	1	Behind tennis court, rough
C226	Guy Lee Park	Diamond Field	2	1	1	Deferred maintenance
C249	James Park	Diamond Field	1	1	1	
C348	Willamalane Park	Diamond Field	1	1	1	Less maintained
C370	Tyson Park	Diamond Field, Practice	1	1	1	Minimal
C237	Island Park	Event Space	1	1	1	Small stage area
C343	Willamalane Park	Horseshoe Court	3	1	1	Old deferred maintenance
C187	Bob Artz Memorial Park	Playground, Local	1	1	1	Minimal
C204	Douglas Gardens Park	Playground, Local	1	1	1	Minimal and older
C218	Gamebird Park	Playground, Local	1	1	1	Minimal
C248	James Park	Playground, Local	1	1	1	Minimal, old equipment
C295	Pride Park	Playground, Local	1	1	1	Older set
C321	Tyson Park	Playground, Local	1	1	1	Old and battered
C333	West D St Greenway	Playground, Local	1	1	1	Small
C323	Tyson Park	Shelter, Small	1	1	1	No tables or bbq, deferred maintenance
C203	Douglas Gardens Park	Tennis Court	1	1	1	Rough
C227	Guy Lee Park	Tennis Court	2	1	1	Rough surface

**Booster Components**

Another way to enhance service is by adding booster components at specific park sites or recreation facilities. These are most effective in low-service areas where parks exist that have space for additional features.

**High-Demand Components**

The statistically valid survey asks respondents to rank facilities by importance based on those they felt needed to add or improve. Many of these needs may be addressed by upgrading facilities, retrofitting lesser used assets, and adding components that could serve as future program opportunities. Consider these high-demand components when adding new elements to the system.

- Trails and Paths
- Outdoor Swimming Pool



- Splash Pad / Sprayground
- Dog Park Trends in Parks and Recreation

Trends to consider when deciding what to do with low-functioning facilities, or improving existing parks to serve the needs of residents, include things like:

- Dog parks continue to grow in popularity and may be related to an aging demographic in America. It is also a basic form of socializing for people who may have once socialized with other parents in their child's soccer league. Now that the kids are grown, they enjoy the company of other dog owners at the dog park. And for singles, a dog park is an excellent place to meet people.
  - » Willamalane has a dog park at Lively Park.
- Skateboarding and other wheel sports continue to grow in popularity. Distributing skating features throughout the community provides greater access to this activity for younger people who cannot drive to a more extensive centralized skate park. Add skate features to neighborhood parks in place of larger skate parks.
  - » There is a skate park at Willamalane Park.
- A desire for locally-grown food and concerns about health, sustainability, and other issues leads to community food gardens in parks and other public spaces.
  - » Community Gardens are located at Meadow Park, Gamebird Park, and Lively Park.
- Events in parks, from a neighborhood "movie in the park" to large festivals in regional parks, are growing in popularity to build a sense of community and generate revenues. Providing spaces for these could become a trend.
  - » Event spaces were identified at Island Park, Dorris Ranch, Willamalane Park, and Lively Park.
- Spray grounds are growing in popularity, even in colder climates. An extensive and growing selection of products raises the bar on expectations and offers new possibilities for creative facilities.
  - » The District does not currently offer an outdoor Sprayground.
- Pickleball, as a sport is growing in popularity. Many agencies are facing demand for new courts or conversion of existing sport courts such as tennis or basketball to pickleball courts. Often overlays of court lines and portable nets can add multi-functionality to these existing and underutilized courts. In other cases, larger, multi-court facilities have been added to address demand.
  - » Meadow Park features eight pickleball courts.
- New playgrounds are emerging, including discovery, nature, adventure, and even inter-generational play. Some of these rely upon movable parts, supervised play areas, and other variations from the standard fixed "post and platform" playgrounds found in the typical park across America. These types of nature-based opportunities help connect children and families to the outdoors.
- Integrating nature into parks by creating natural areas is a trend for many reasons. These include a desire to make parks more sustainable and introduce people of all ages to the natural environment.

Appendix 8: Level of Service Assessment

**Capacity Analysis**

**LIST OF PARK COMPONENTS THAT WERE SCORED A “1”**

Map ID	Park / Location	Component	Qty	Neighborhood Score	Community Score	Comments/ Observations
C202	Douglas Gardens Park	Basketball Court	1	1	1	Rough
C219	Gamebird Park and Garden	Basketball Court	1	1	1	Old
C269	Meadow Park	Basketball Court	1	1	1	Rough surface and graffiti
C293	Pride Park	Basketball Court	1	1	1	Older goals, rough surface, no access path
C320	Tyson Park	Basketball Court	1	1	1	Malfunctioning goals
C358	James Park	Basketball, Practice	1	1	1	Eroded surface, no net
C365	Douglas Gardens Park	Basketball, Practice	1	1	1	Behind tennis court, rough
C226	Guy Lee Park	Diamond Field	2	1	1	Deferred maintenance
C249	James Park	Diamond Field	1	1	1	
C348	Willamalane Park	Diamond Field	1	1	1	Less maintained
C370	Tyson Park	Diamond Field, Practice	1	1	1	Minimal
C237	Island Park	Event Space	1	1	1	Small stage area
C343	Willamalane Park	Horseshoe Court	3	1	1	Old deferred maintenance
C187	Bob Artz Memorial Park	Playground, Local	1	1	1	Minimal
C204	Douglas Gardens Park	Playground, Local	1	1	1	Minimal and older
C218	Gamebird Park and Garden	Playground, Local	1	1	1	Minimal
C248	James Park	Playground, Local	1	1	1	Minimal, old equipment
C295	Pride Park	Playground, Local	1	1	1	Older set
C321	Tyson Park	Playground, Local	1	1	1	Old and battered
C333	West D St Greenway	Playground, Local	1	1	1	Small
C203	Douglas Gardens Park	Tennis Court	1	1	1	Rough
C227	Guy Lee Park	Tennis Court	2	1	1	Rough surface

**TARGET PARK CALCULATION**

LOCATION	Basketball Court	Basketball, Practice	Diamond Field, Practice	Garden, Community	Loop Walk	Natural Area	Open Turf	Passive Node	Playground, Local	Public Art	Total Components	Component Diversity	Neighborhood Score	Community Score	GIS Acres
Bluebelle Park		1			1		1		1		4	100%	24	24	2.9
Quartz Park	1				1		1		1		4	100%	24	24	2.7
Thurston Park		2			1		1		1		5	80%	24	29	5.6
Volunteer Park	1				1		1		1		4	100%	24	24	4.5
Gamebird Park	1		1	1			1		1		5	100%	22	22	2.9
Jesse Maine Memorial Park		1					1	1	1		4	100%	22	22	2.3
Robin Park		1	1				1		1		4	100%	22	22	0.8
Royal Delle Park		1			1		1		1		4	100%	22	22	2.6
Willamette Heights Park						1	1	1		1	4	100%	22	22	4.2

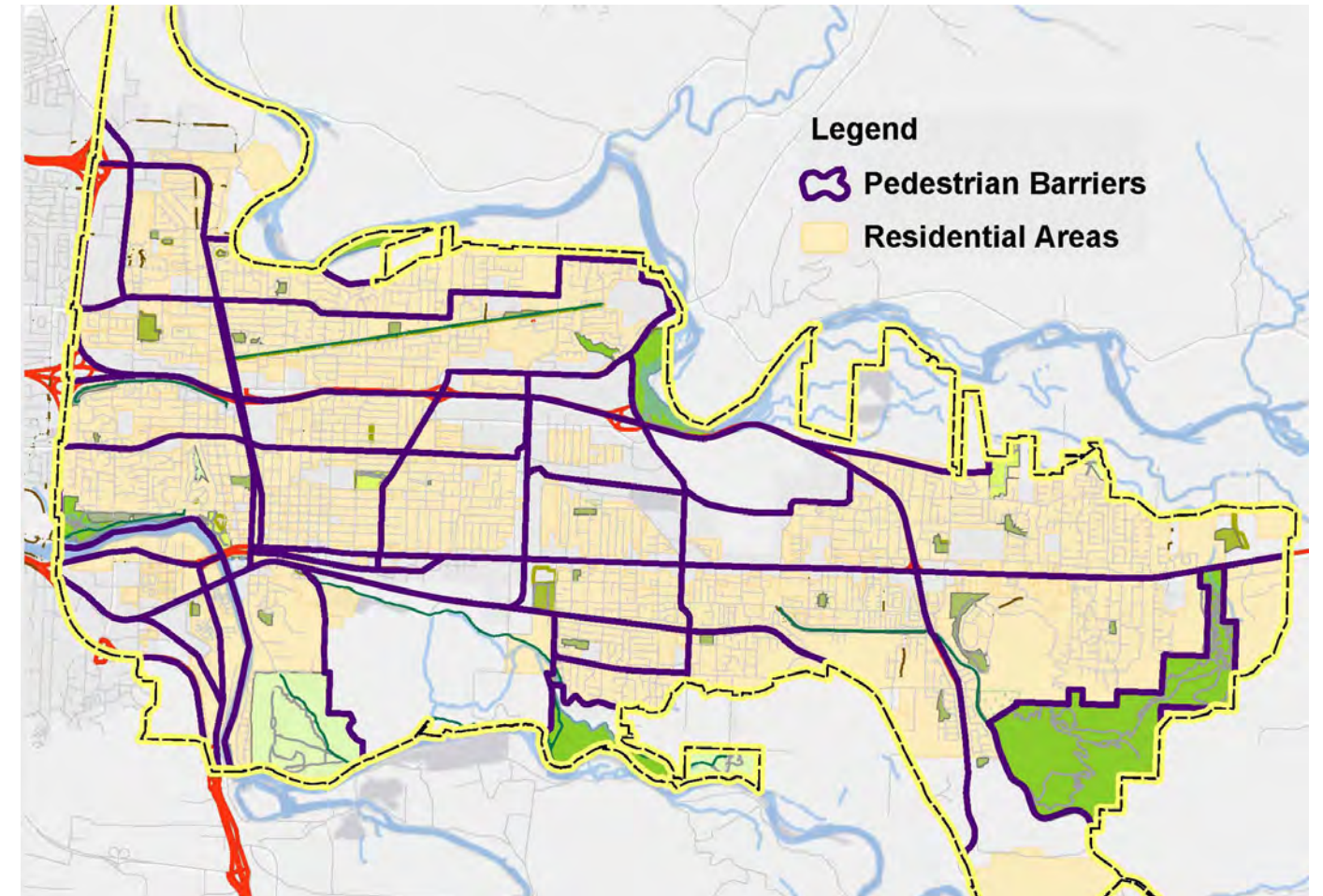
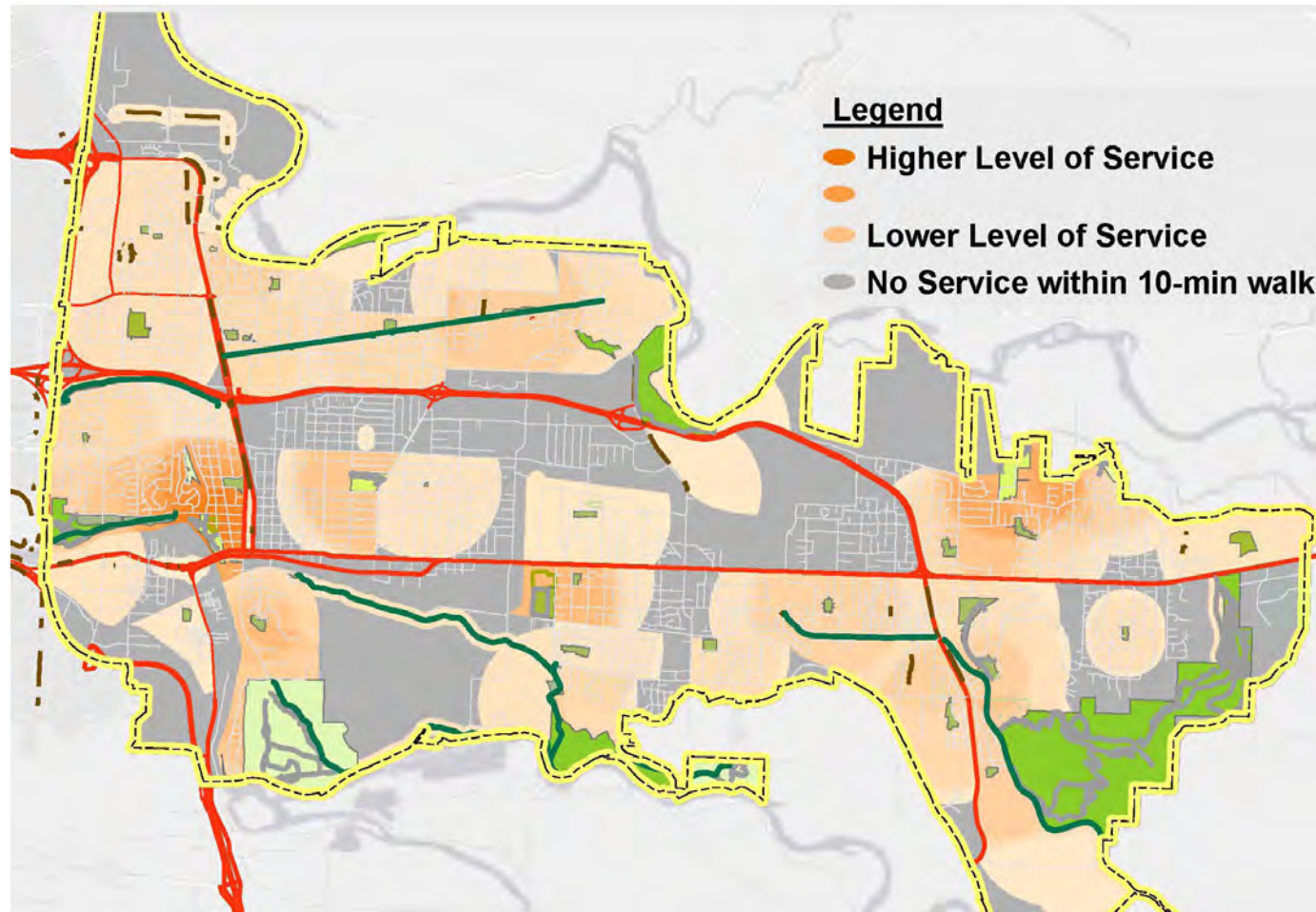
A review of the scores suggests that a reasonable target score for a park is four components and access to a trail (trailhead or trail access point) or five elements where trail access is more limited. Translating this score to an orange gradient on the map is equal to a value of 56.

**TARGET SCORE CALCULATION**

Design & Ambiance	Comfort & Convenience	Diverse Components	Parcel	Average Component Quality	Trail Access	Walkability Premium
2	1.2	4	1	2	4	2
$2 * (((2 * (1.2 * (2 * (4 + 1)))))) + 4) = 56$						



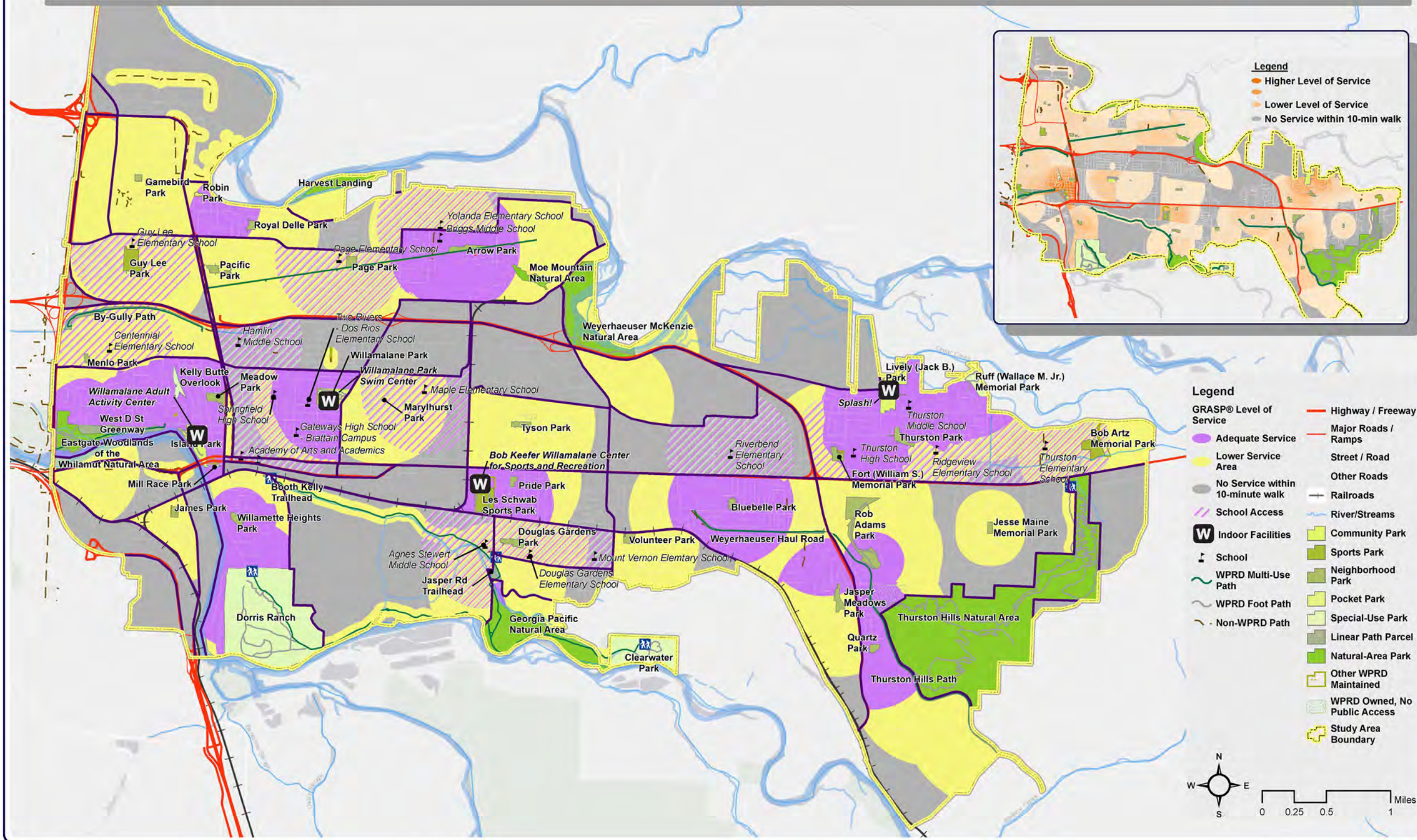
### 8.12 Large Scale Maps





# Walkable (1/2-mile) Access to Outdoor Recreation Opportunities

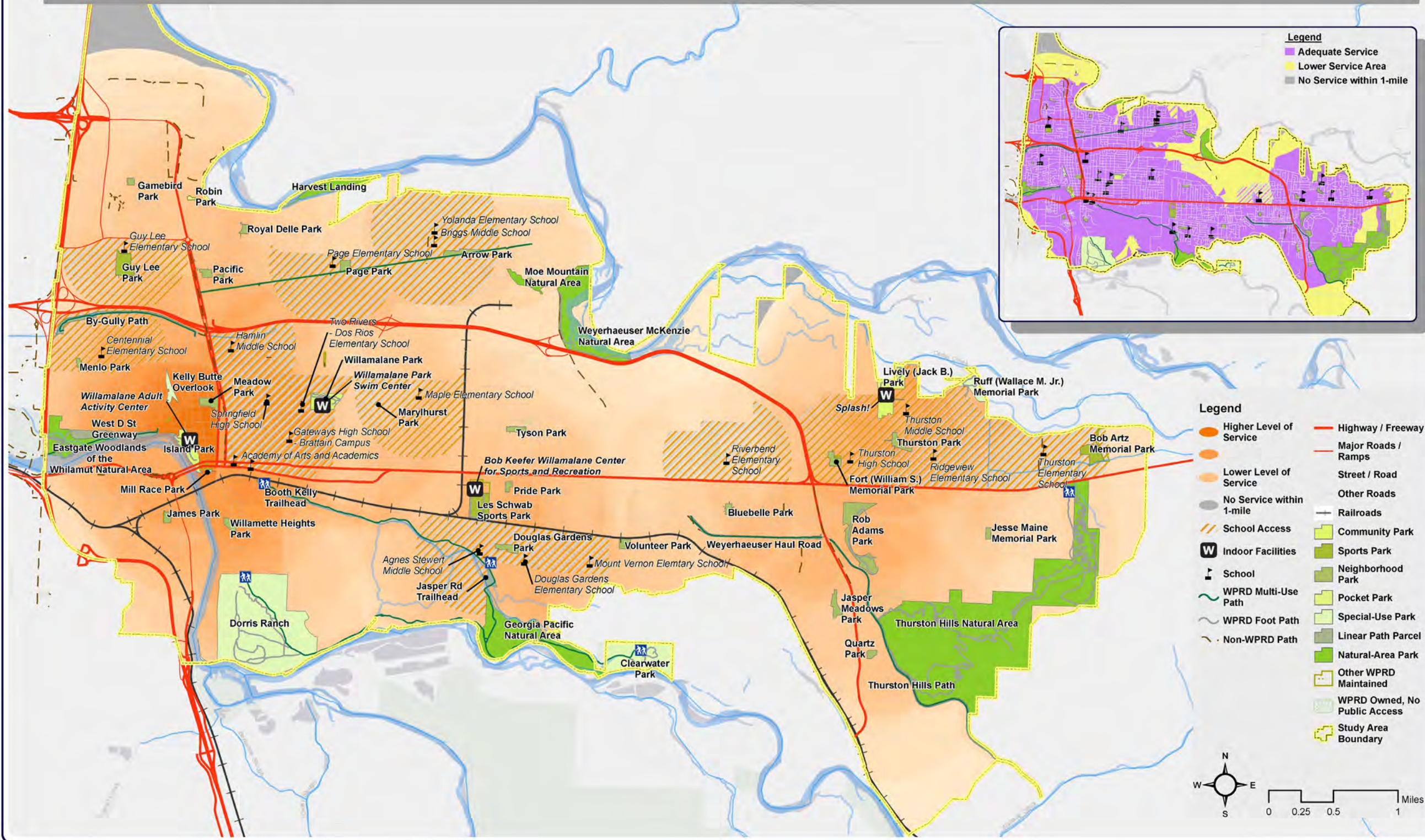
Willamalane Park and Recreation District, OR



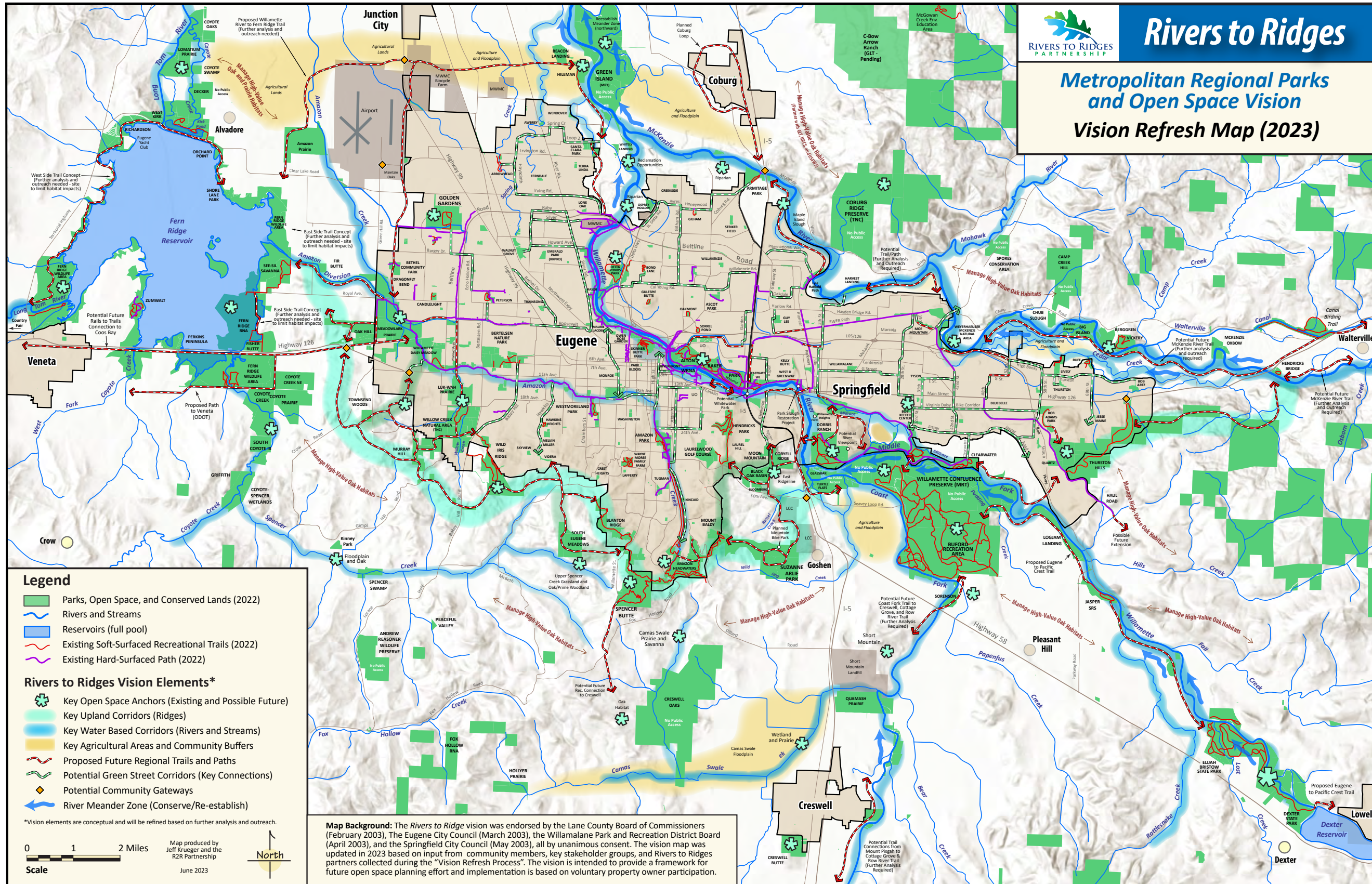


# Neighborhood (One-mile) Access to Outdoor Recreation Opportunities

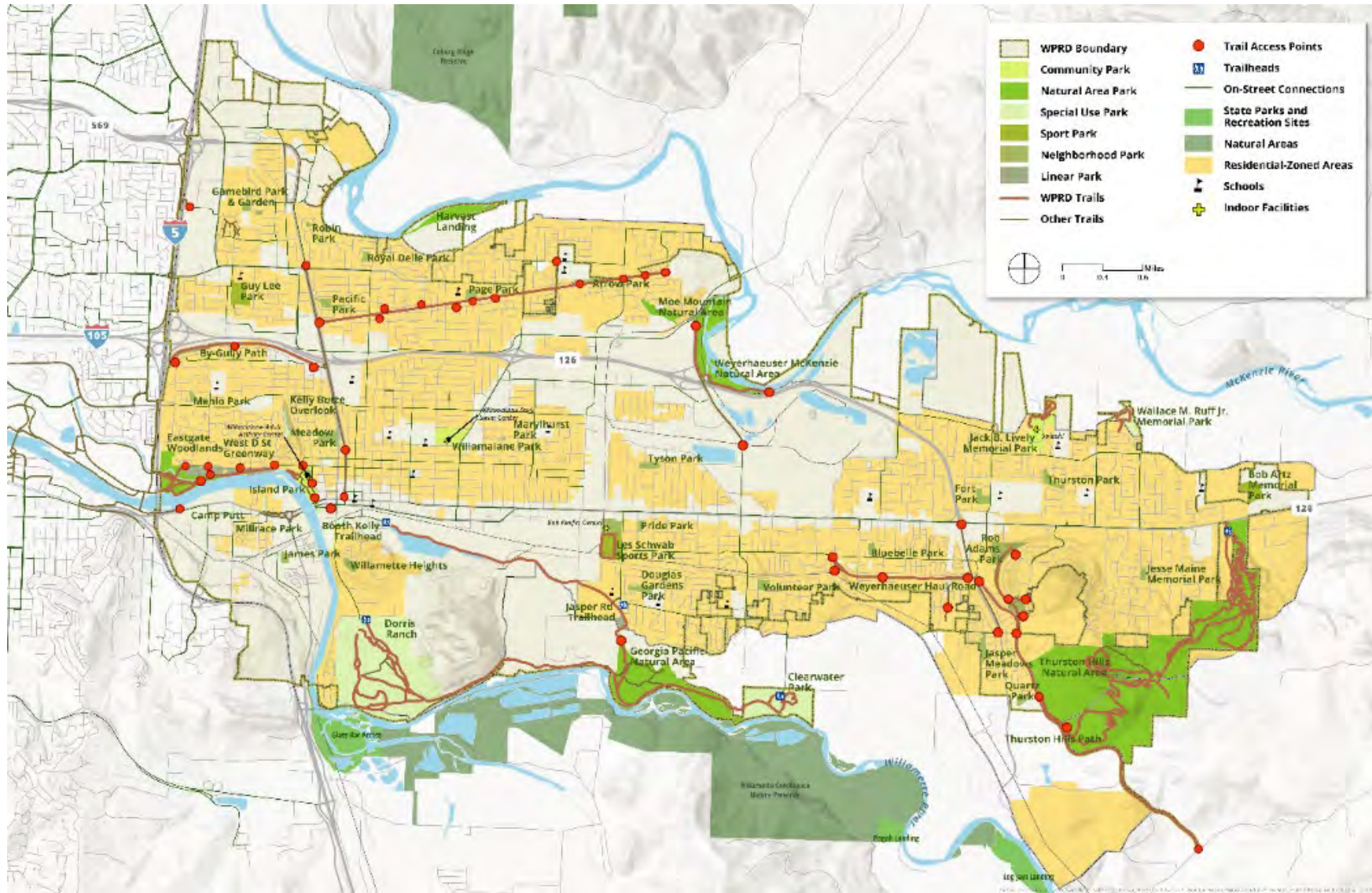
Willamalane Park and Recreation District, OR



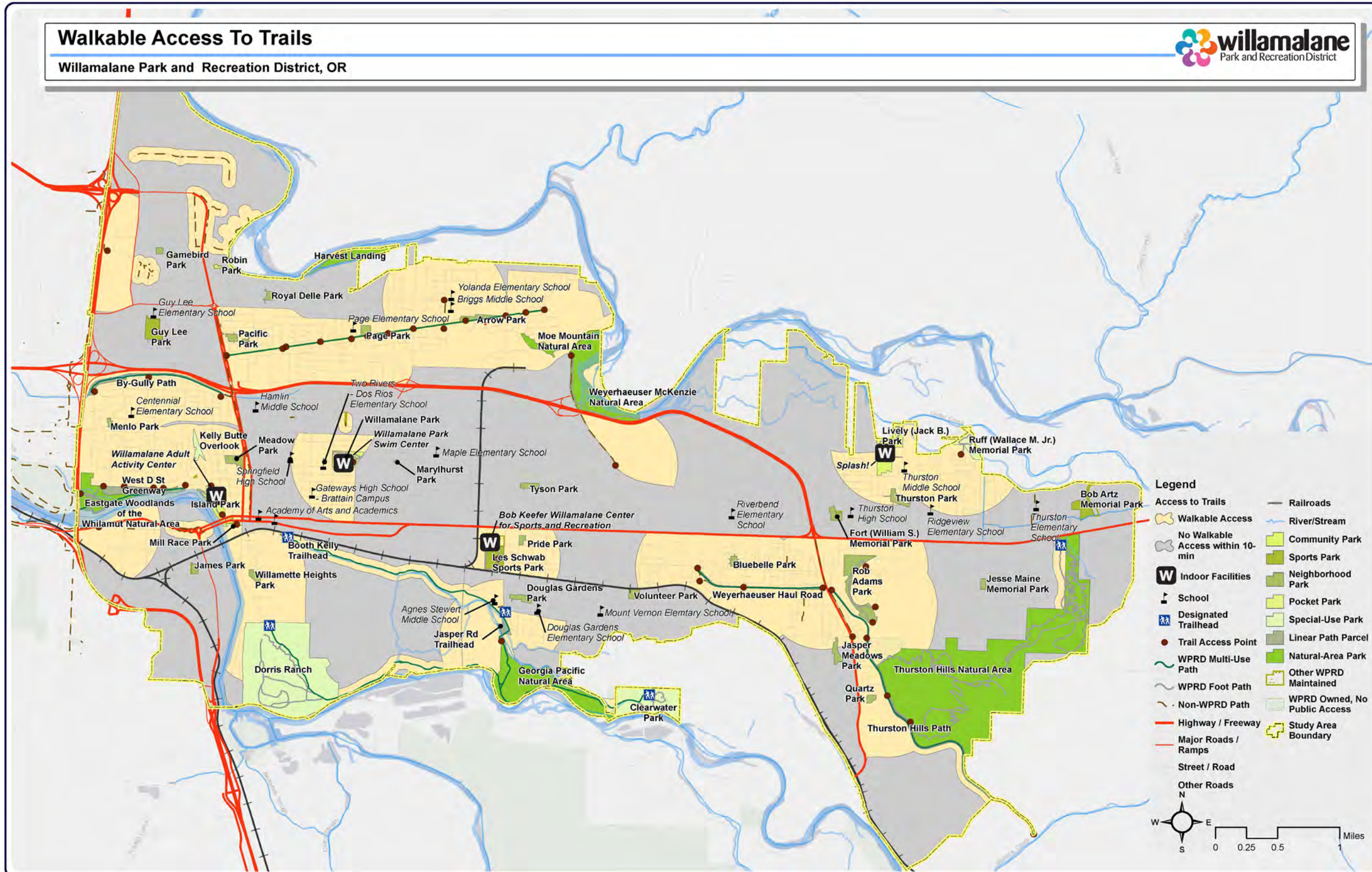




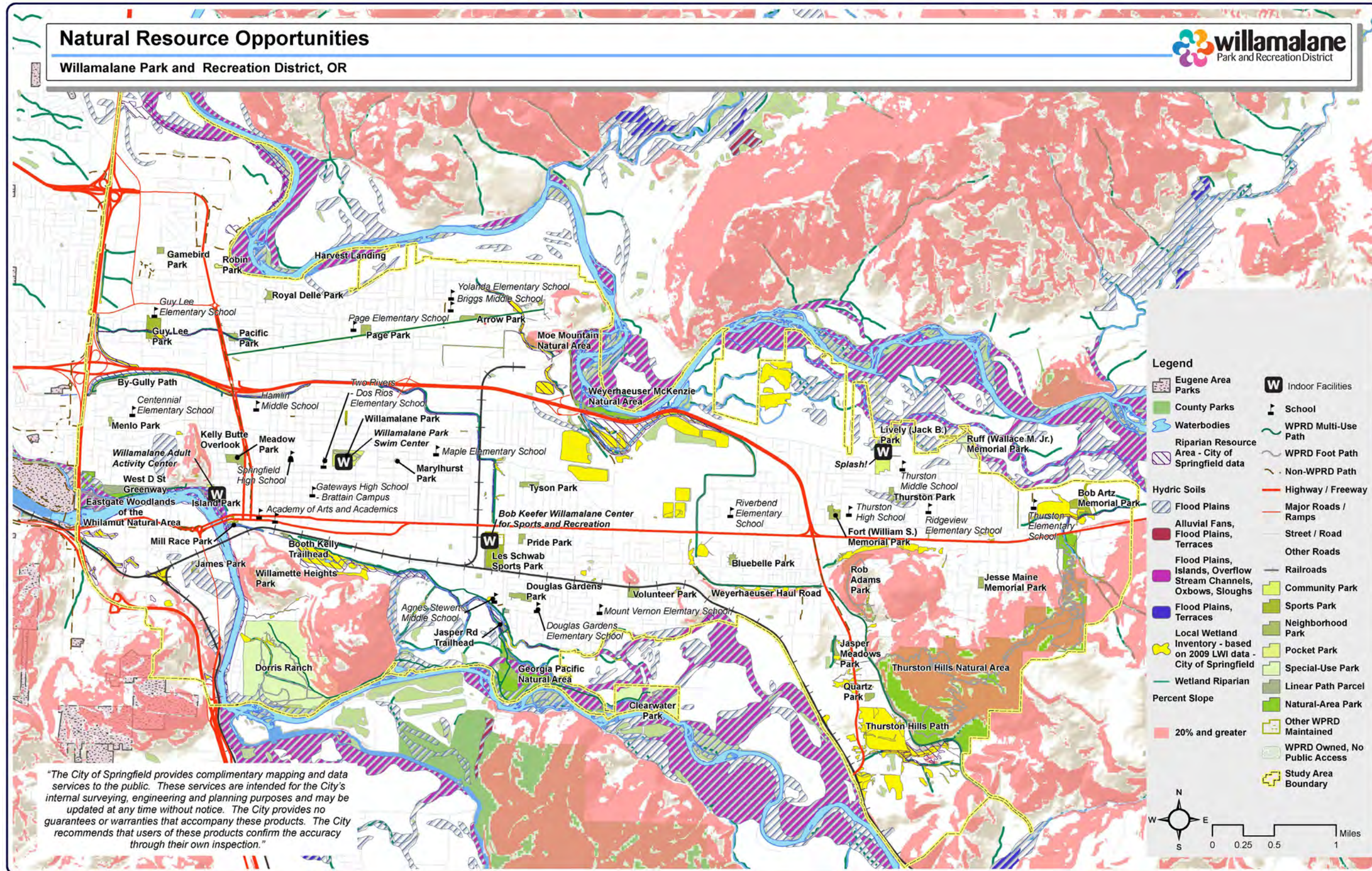






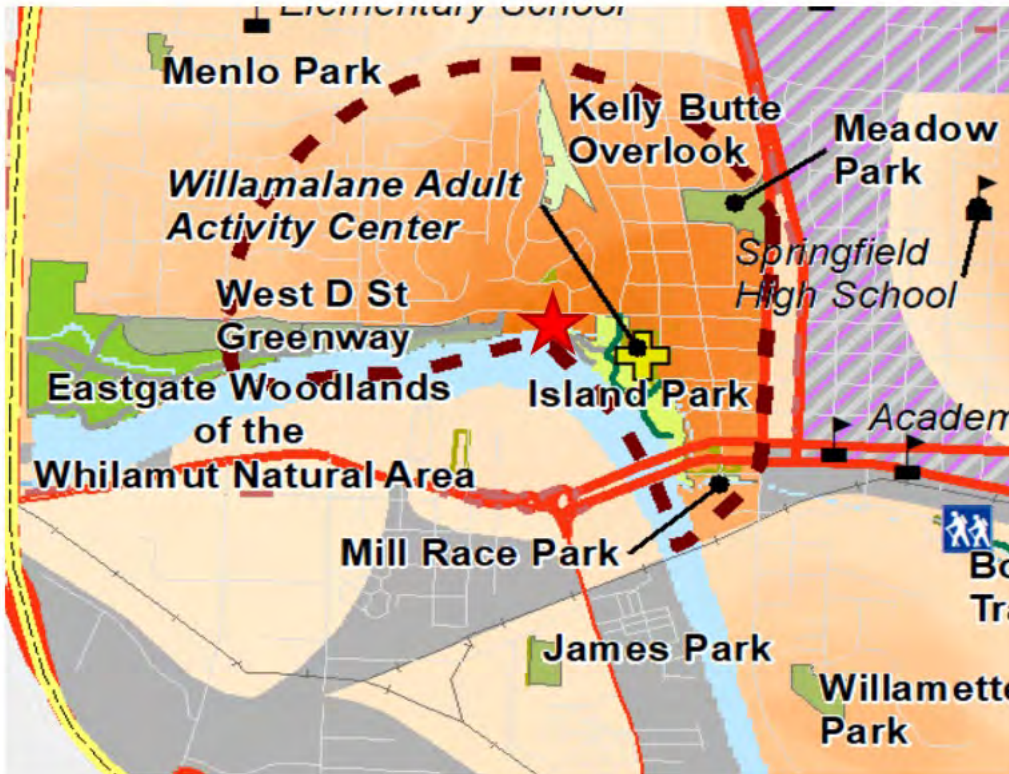








The figure shows the high-value area near Island Park. The red star indicates the highest scoring area in the district. Community members can access 41 components at seven parks, including the Willamalane Adult Activity Center, and a number of trails within the area defined by the dark red dashed-line.



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# Appendix 9: Service Assessments



## Appendix 9. Service Assessments

### 9.1 Organizational and Financial Analysis

BerryDunn broadly assessed the organizational and management structure and staffing of Willamalane with respect to effectiveness and efficiency.

Under the guidance of the Willamalane Board of Directors, the Executive Director autonomously oversees daily operations including the budget, personnel, policy development, parks, facilities, special events, inter-governmental relationships, and recreation programs and facilities. Supporting the Director is the management team including the Recreation Services Director, the Chief Financial Officer, the Community Engagement Director, the Parks, Planning and Facilities Director, the Information Technology Manager, the Human Resources Director, and an Operations Analyst. A number of additional project managers and lead employees assist the Executive Director as part of a Leadership team.

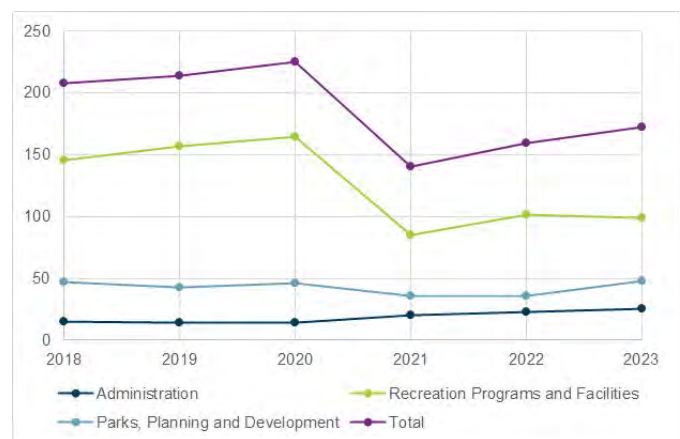
### 9.2 Willamalane Staffing

Willamalane is organized into six functional areas that employ 82.92 full-time positions supported by an additional 73.5 part-time/casual positions. In total, the district had 156.42 full-time equivalent (FTE) positions as

of June 30, 2022. Non-supervisory full-time department employees are represented by the American Federation of State, County, and Municipal Employees (AFSCME) under a collective bargaining agreement.

Willamalane staffing, as was the case across the United States, was greatly impacted by the COVID-19 pandemic. Staffing in 2021 fell by 35 percent, fueled by reductions in recreation programs and facility operations. Parks, Planning and Development division staffing remained stable (except for the elimination of all seasonal positions due to budget cuts), although use of district parks was very high during 2020 and 2021 when residents sought safe recreation spaces in parks, trails, and natural areas.

**WILLAMALANE STAFFING FY 2018-2023**



### WILLAMALANE FUNCTIONAL AREAS

Administration	Planning, Parks and Facilities	Recreation Services
<ul style="list-style-type: none"> <li>» Executive Director</li> <li>» Finance</li> </ul>	<ul style="list-style-type: none"> <li>» Parks and Open Space Management</li> <li>» Trails Management</li> <li>» Natural Areas</li> <li>» Park Rangers</li> <li>» Planning and Development</li> <li>» Capital Improvement Plan</li> <li>» Facilities Operations and Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>» Enrichment and leisure programs</li> <li>» Special Events</li> <li>» Program Operations</li> <li>» Early Childhood and Youth Enrichment</li> <li>» Senior Services and Programs</li> <li>» Sports</li> <li>» Aquatics</li> </ul>
COMMUNITY ENGAGEMENT	INFORMATION TECHNOLOGY	HUMAN RESOURCES
<ul style="list-style-type: none"> <li>» Community Engagement</li> <li>» Communication</li> <li>» Marketing</li> <li>» Resource Development</li> <li>» Print and Social Media</li> </ul>	<ul style="list-style-type: none"> <li>» Desktop Technology</li> <li>» Software</li> <li>» Network Performance</li> <li>» Information Security</li> </ul>	<ul style="list-style-type: none"> <li>» Personnel</li> <li>» Risk and Safety</li> <li>» Benefits</li> <li>» Diversity, Equity and Inclusion</li> </ul>

## Appendix 9: Service Assessments

In 2022, Willamalane funded 156.42 FTE or 22.15 FTE per 10,000 residents. Comparing the district to other similar agencies in the 2022 NRPA Agency Performance Review, this is outside the range a typical agency might employ from 5.3 (low) to 14.4 (high) and above the median of 9.6 FTE per 10,000 residents.

Population density can help explain the staffing levels. Agencies that serve communities with greater population density typically have more FTEs per resident. Agencies serving communities with more than 2,500 people per square mile may have up to double the staffing compared to those agencies with only 500 people per square mile. The Springfield Urban Growth Boundary (study area) has a population density of 4,458 people per square mile.

Another consideration is the distribution of positions. Typically, operations and maintenance may have 45 percent of positions compared to 31 percent in recreation, 17 percent in administration, three percent in capital development, and an additional four percent in other categories. Willamalane supports recreation with 64 percent off staffing (primarily from part-time and seasonal positions) and 21 percent for maintenance and operations.

Note: Budgeted positions included all full-time, part-time and seasonal positions but not contracted individuals. Administration includes the Executive Director's Office, Community Engagement, Human Resources, and information Technology. Parks and Facilities Operation/Maintenance includes Parks, Planning and Facilities.

The number of recreation positions is directly related to the size of the program and, more particularly, the number of facilities. Again, comparing typical

communities, one would expect one community center, one adult center, and one aquatic facility. The 2022 NRPA Agency Performance Review suggests that the median number of residents per aquatic facility is 60,944. Willamalane's district population is 70,621 and currently provides a very high level of aquatic service, sufficient to support a population of over 120,000. This helps to explain the high level of recreation programs and facilities staffing. This evaluation suggests that operations and maintenance with only 21 percent of district FTE (compared to a typical distribution of 45 percent) appear to be under-staffed for the number of parks, acres, trails, and particularly the amount of natural area acreage the district manages. As discussed in the maintenance and operations assessment, the investment per acre of developed park space is \$1,572 compared to other parks and recreation agencies across the United States (\$9,642). Given the amount of natural areas and open space, a more accurate investment per acre (only developed parks) may be closer to \$3,368.

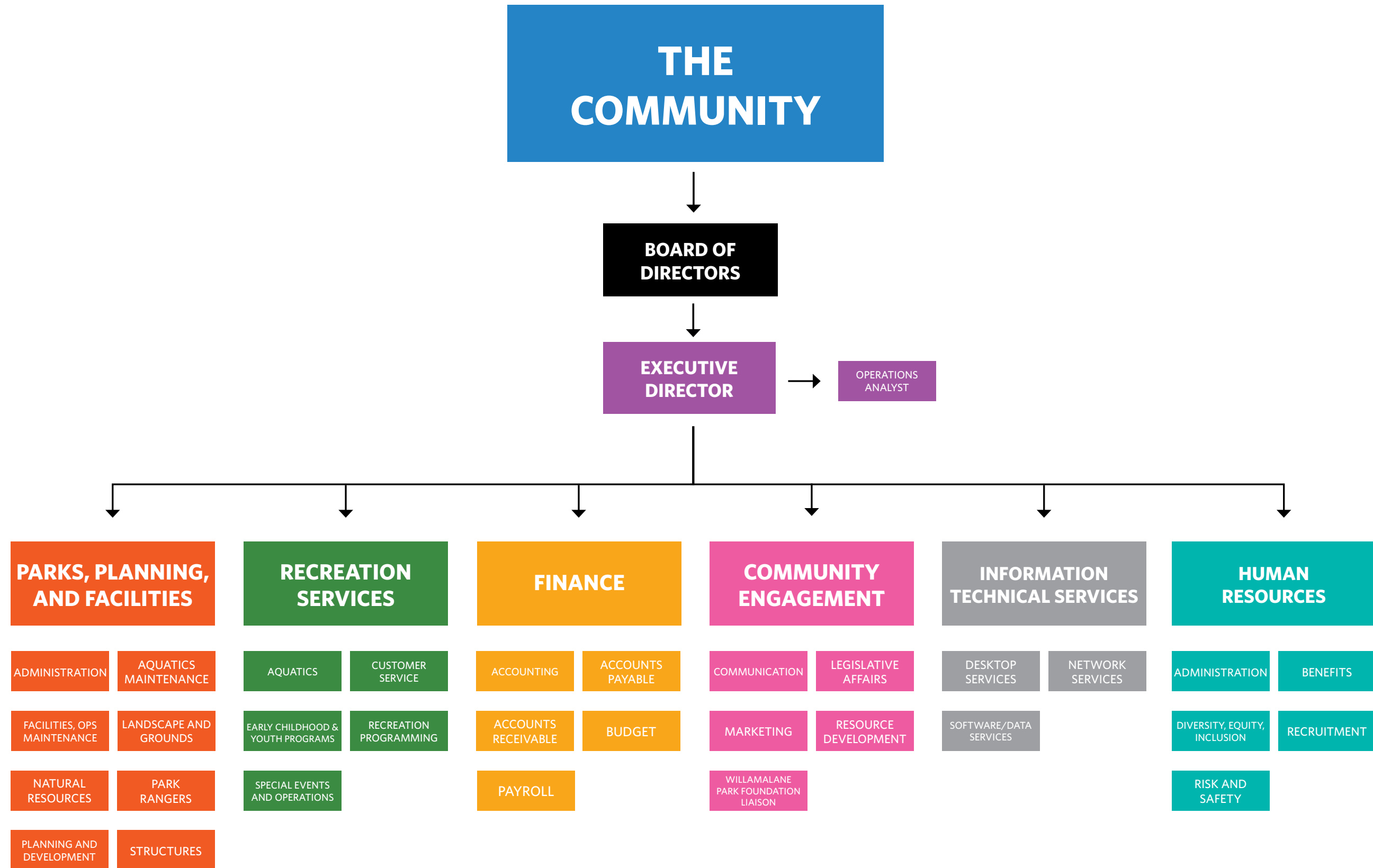
### Staffing Challenges

Several staffing challenges were identified during the planning process that include the ability to recruit and retain staff, and the impact of COVID-19. At times, being able to fill vacant positions, especially in maintenance and operations, and in aquatics has decreased service levels and has even led to intermittent closures of the Splash facility. Other challenges include the growth of natural areas fueled by the Thurston Hills acquisition, with a minimal level of staffing, a need for greater park ranger coverage, and the lack of office and work space for expansion of staff.

### DISTRIBUTION OF WILLAMALANE BUDGETED STAFFING

Willamalane Functional Area	Typical Staffing Distribution	2022 Willamalane Budgeted Position Distribution
» Parks and Facilities Operations/Maintenance	» 45%	» 21% (33.5)
» Recreation Programs/Facilities	» 32%	» 64% (101.5)
» Administration	» 17%	» 14% (22.5)
» Capital development	» 03%	» 01% (2 FTE)
» Other	» 03%	» 00% (0 FTE)

9.3 Willamalane Organizational Chart





### Future Staffing Considerations

The project team recommends that Willamalane will need between five and seven additional positions to operate and expand its system over the next 10 years. These positions will be directly related to park maintenance and daily operation and specifically related to natural areas, and the park ranger program. The addition of these positions would address the needs of the growing parks and recreation agency and bring it closer to what typical agencies may employ.

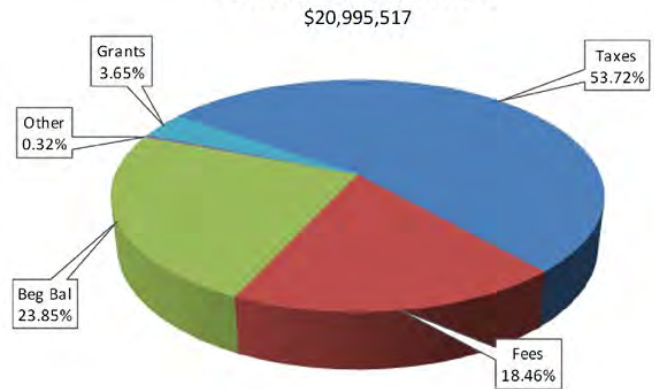
### 9.4 Financial Analysis

Willamalane’s financial investment, financial management and organizational structure is purposeful and well thought out. Financially, the district, along with its many partners ensure a high quality parks and recreation system is available to residents. Since 2018, prior to COVID-19, the district has continued to increase its investment and in 2023, is proposed to invest better than forty percent more to operate the district that it did in 2018.

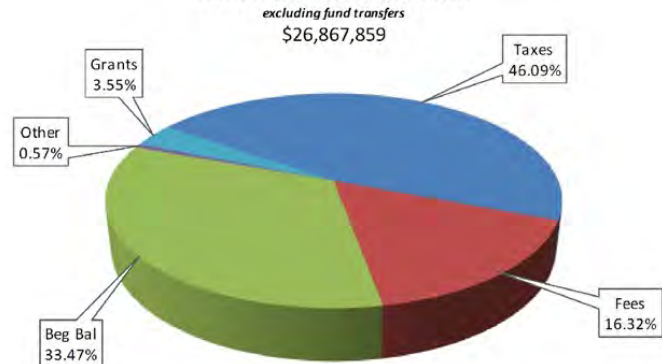
### Current Circumstances

Willamalane adopts an annual budget that sets priorities, guides staff, and provides the primary resources to meet the parks and recreation needs of district residents. The General Fund is the primary operating fund that also funds some capital expenditures. It is comprised of property tax revenues, grants, and fees and charges generated by the district. The General Fund has projected revenues of \$20,995,517 in the 2023 adopted budget, and revenues from all sources including system

**SOURCES OF REVENUE BUDGETED IN FY 2023**  
**General Fund Revenue**



**REVENUES FROM ALL FUNDS**  
**Revenue from All Funds**  
*excluding fund transfers*



This chart illustrates funds in addition to the General Fund that include system development charges

development charges and other sources total over \$26 million.

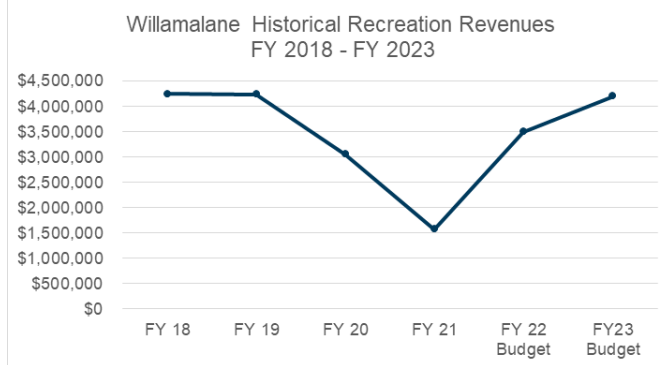
### OPERATING BUDGET SUBSIDY TRENDS FY 2018-2023

	Fiscal Year (FY)	Administration, HR, IT, DEI, Rental Properties, Risk, Finance, and Community Engagement (2021-2023)	Planning, Park Services, and Facilities	Recreation Programs, Services, Facility Operations, and Community Engagement (2018-2020)	Total
Actuals	2018	\$1,694,417	\$3,643,707	\$3,021,202	\$8,359,326
	2019	\$1,534,602	\$4,031,957	\$2,535,282	\$8,101,841
	2020	\$1,902,987	\$4,710,643	\$2,973,779	\$9,587,409
	2021	\$2,538,782	\$4,242,187	\$2,743,469	\$9,524,438
Budget	2022	\$2,803,628	\$5,045,831	\$2,192,564	\$10,042,023
	2023	\$3,291,535	\$6,050,835	\$2,342,431	\$11,684,801
Change from 2018 (Prior to Covid-19 pandemic)		\$1,597,188 - 94%	\$2,407,128 - 66%	\$678,771 - 22%	\$3,325,475 - 40%

### Locally Generated Revenues

Revenues from recreation programs and services, and facility rentals fees and charges were greatly impacted by the Covid-19 pandemic and have yet to completely rebound. Assuming Willamalane continues to recover and implement its cost recovery policy, revenues are projected to continue to recover to pre-COVID-19 levels.

#### WILLAMALANE REVENUES FY 2018 - FY 2023



### Measuring the Financial Health of the District

There are several ways to gauge Willamalane’s financial health. Benchmarking against other similar communities can assist with planning and leadership decisions. However, because communities are different, benchmarking is not intended to be a sole tool for making such decisions. NRPA’s 2022 Agency Performance Review offers opportunities to compare the district’s financial performance to other agencies serving similar-

sized communities. Over 1,000 agencies across the U.S. provided data that is used to benchmark against in this comprehensive plan in the sections that follow.

### Revenue-to-Operating Expenditures: Cost Recovery

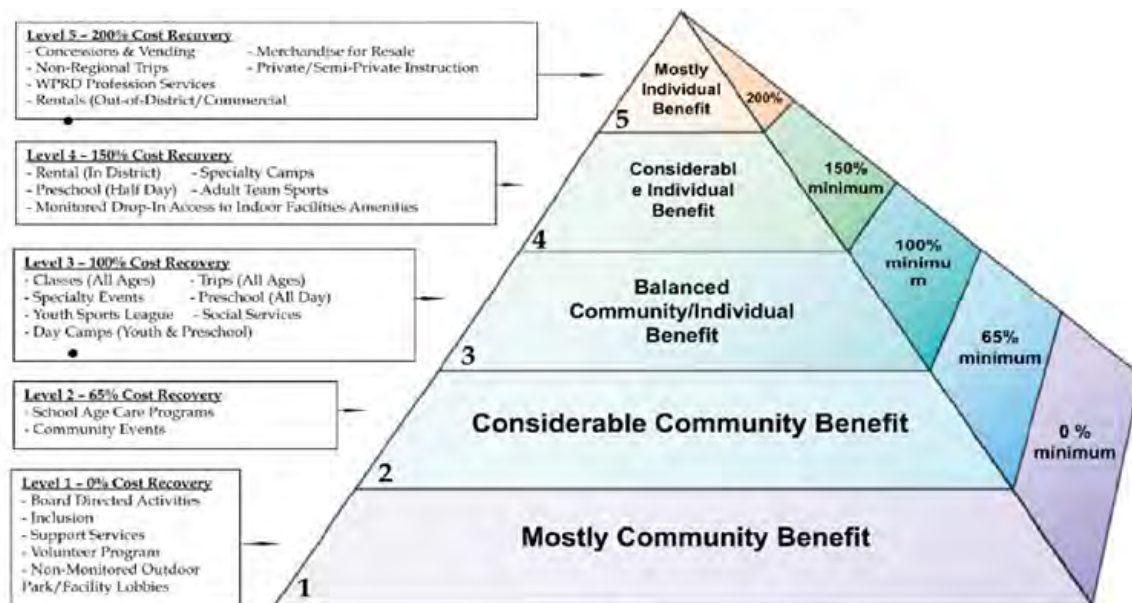
Willamalane adopted and carefully follows a resource allocation and cost recovery policy

The district allocates resources, as possible through subsidies and fees based on the 2008 resource allocation study, updated every five years, conducted by GreenPlay, LLC, now BerryDunn.

The philosophy of the cost recovery model is based on the concept that while all parks and recreation facilities, programs, and services are intended to improve the lives of community members, not all should necessarily receive the same level of subsidy. In general, the more a facility, program, or service provides a community benefit, the greater the taxpayer subsidy. Programs that provide unique, individual benefits are funded more by user fees and may subsidize programs lower on the pyramid.

Overall operating cost recovery is projected in the FY 2023 budget to be 20.2%. The 2022 NRPA Performance Review suggests that typical parks and recreation agencies serving similar communities may have a cost recovery of 26.6%. Given the district’s stated goal of 65% direct cost recovery in the recreation area, the overall cost recovery goal appears reasonable to provide a high level of service to district residents.

#### WILLAMALANE PYRAMID RESOURCE ALLOCATION METHODOLOGY



### Operating Expenditures per Capita

Another metric NRPA aggregates and reports on annually in its Agency Performance Review is typical operating expenditures per capita. In 2021, the typical parks and recreation agency similar in size to Willamalane invested between \$61.13 and \$180.29 per capita or a median of \$104.38 per capita. In 2021, the district invested \$162.01 per person. This was higher than the median but within the typical range.

**DISTRICT OPERATING EXPENDITURES PER CAPITA:** \$162.01  
IN FY 2021

Source: 2021 NRPA Agency Performance Review

### Local Comparison of Investment in Parks and Recreation

It may also be helpful to consider the operating (non-capital) investment per capita made by other parks and recreation agencies in Oregon. While benchmarking analysis provides another perspective, it is important to acknowledge that each agency has different goals, standards, and methods of accounting. The following figure demonstrates that Willamalane’s investment per capita in 2021 and while higher than what is typical nationally, it is lower than the average of the selected Oregon agencies of \$190 per capita. Looking at budgeted data for FY 2022 and 2023, the district allocated \$203.12 per capita in FY 2022 and \$232.36 per capita in FY 2023,

both in excess of the \$190 per capita average for the State of Oregon.

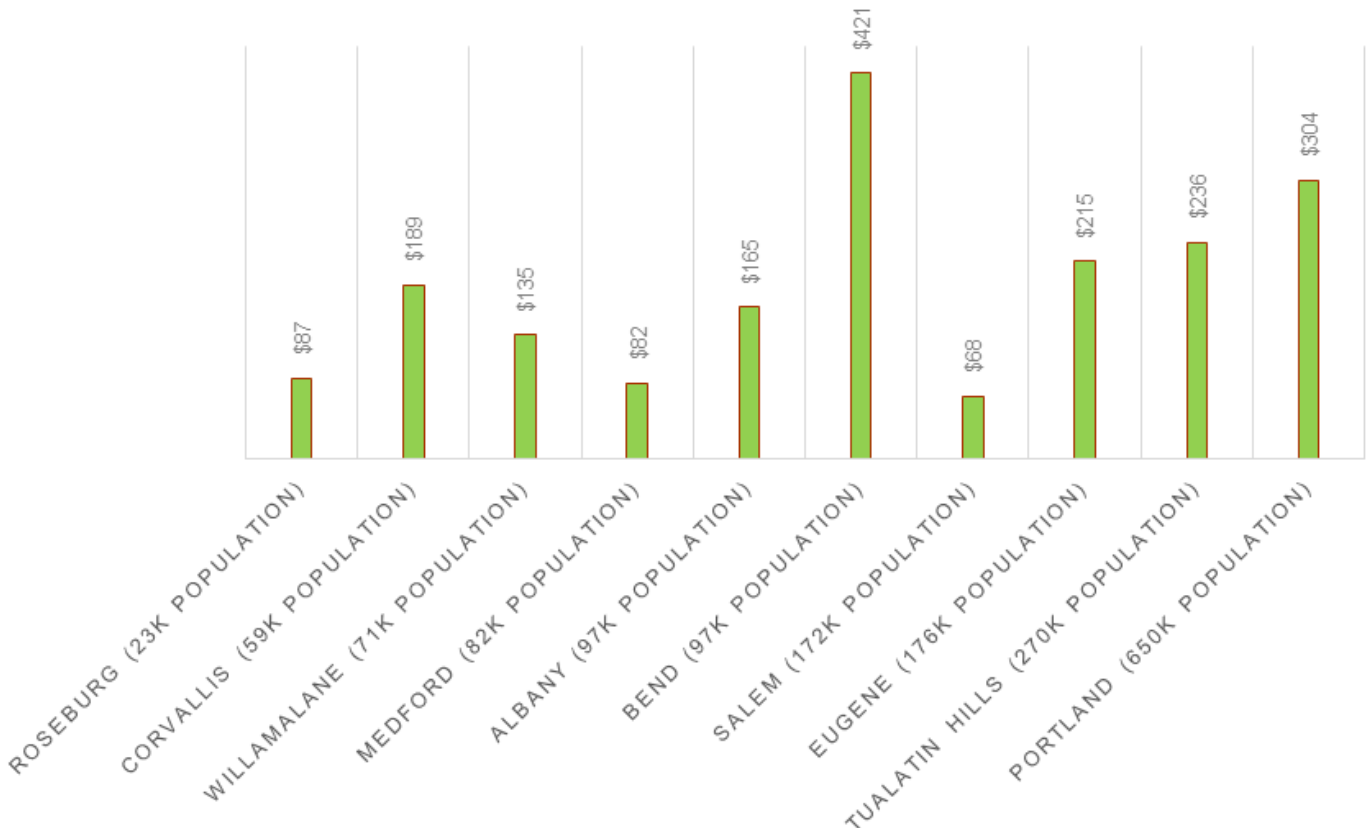
Data was taken from available budgets and population data found on-line and as such are intended to provide a general overview of spending by each agency.

### Managing Growth Through Impact Fees (System Development Charges)

There are three basic options to pay for growth. Either: (1) existing residents pay for new growth through taxes or fees; (2) provide parks and recreation services at a lower level of service by absorbing growth into existing resources; or (3) developers and home builders pay for the impact of growth so that the growth pays its own way.

Option 1 unfairly assigns responsibility for funding of growth. Option 2 creates a poor dynamic where the

### APPROXIMATE INVESTMENT PER CAPITA IN PARKS AND RECREATION IN SELECTED OREGON COMMUNITIES





**TABLE 3: SUPPORT FOR CAPITAL PROJECT FUNDING**

Funding Category	Average Rating from Invitation Sample	Probably or Definitely Support
Bond referendum for specific projects	3.8	69%
Fees for new development	3.4	55%
User fees	3.2	45%
Increased property tax	2.7	33%

level of service, (often determined as a percentage of developed acreage per 1,000 residents) will decrease over time, as new residential developments are added without contributing to the funding of new parks. This may lead to higher density of use or the need to travel further distances to gain access to parks. Option 3 allows growth to pay its own way in an more equitable manner. Home builders typically include park development in the price of the homes, as they would other infrastructure costs.

The methodology was last updated in 2006 and is outdated given the changes to the district over the past seventeen years. The district is budgeted to update the System Development charge fee methodology in 2023.

**District Community Members’ Preferences for Different Ways of Financing.**

The needs assessment survey asked respondents for preferences and support for future capital funding. Support was measured on a scale of 1 (does not support) to 5 (definitely support). For additional information, see Table 3.

The needs assessment survey determined that, among invitation survey respondents, only eighteen percent confirmed the cost of programs or services impact their participation. Twenty-nine percent of respondents that report a disability in their household may have participation impacted by fees and charges. Twenty-two percent of Latinx open-link respondents’ participation is impacted by fees and charges.<sup>1</sup>

**Traditional Parks and Recreation Operations and Capital Development Funding Sources**

There are a variety of mechanisms that local governments can employ to provide services and to make public improvements. Parks and recreation

operating, and capital development funding typically comes from conventional sources such as sales, use, and property tax referendum voted upon by the community, along with developer exactions. Operating funds are typically capped by legislation; may fluctuate based on the economy, public spending, or assessed valuation; and may not always keep up with inflationary factors. In the case of capital development, “borrowed funds” sunset with the completion of loan repayment and are not available to carry over or re-invest without voter approval. Shown in Appendix 1 are the salient points of many traditional and alternative funding sources and efficiencies available to Willamalane. Many of these strategies may be currently in use to some extent by the agency. Note that tax compression resulting from property tax relief measures adopted in Oregon may impact Willamalane’s use of some of the funding opportunities.

Funding categories considered include:

- Traditional tax and exactions-based funding resources
- Development funding
- Fees and charges
- Alternative operations and capital development funding sources
- Loan mechanisms
- Alternative service delivery and funding structures
- Partnership opportunities
- Community resources
- Grants

<sup>1</sup> Open-link data was used in this comparison due to a small sample size for Latinx invitation respondents.

## Appendix 9: Service Assessments

- Philanthropy
- Community services fees and assessments
- Permits, licensing rights, and use of collateral assets
- Funding resources and other options
- Cost-saving measures
- Green trends and practices

During the planning process, sixty funding sources/strategies were identified that are currently not in use but could easily be used, possibly or definitely be used. Below are some funding options identified by district leadership that could be used by the district.

### Key Findings

Observations and staff feedback were considered to determine if the current organizational and management structure was satisfactory. The analysis included the observations and assessments from community input, staff focus groups, and community satisfaction ratings. This analysis resulted in the following key findings:

1. A comparative pay-scale analysis may greatly assist with recruitment and retention, especially in the aquatics program.
2. Internships may assist with entry level staffing shortfalls.
3. Partnering with certificate training programs, opportunities at Lane Community College or the University of Oregon may assist the district.
4. Current challenges include a lack of frontline staff and inability to recruit candidates resulting from the Covid-19 pandemic and causing intermittent facility closures.
5. The district invests an appropriate amount of tax support in delivering parks and recreation services.
6. The district's cost recovery demonstrates a high functioning parks and recreation agency. The application of their resource allocation philosophy drives budget and programming decisions.

7. A significant number of district residents may support bond measures for specific projects.
8. Many alternative methods of financing, and efficiencies that reduce funding needs for parks and recreation agencies are available to the district.
9. The district's current system development charge methodology is out of date and an update study needs to be completed.
10. Organizational elements are not consistent. Some are referred to as departments and some as divisions
11. The district's distribution of positions suggests that the district is understaffed in park maintenance and has above average staffing in recreation delivery.

### 9.5 Recreation Program Analysis

The analysis of the recreation program delivered by Willamalane is intended to assess the effectiveness of the district's provision of community recreation facilities and programs. The general overview looked at district programs and services based on staff interviews, the needs assessment survey and Willamalane's recreation program plan 2022-2024, that includes goals for each functional area of the recreation department and is presented in Appendix 1. Community input was also received during the engagement process that helped to inform findings. To accurately assess the recreation program, data from 2018/19 was used, prior to the COVID-19 pandemic. Some data is more current where the pandemic was less impactful. The analysis attempted to answer some basic questions about the program:

- What are the core programs, and do they match community desires?
- Does the recreation program mix meet the needs of the community?
- Are programs and services offered at times convenient for the community?
- What challenges exist that may act as barriers to Willamalane delivering high quality programs and services?
- Does Willamalane invest an appropriate amount of resources in recreation?

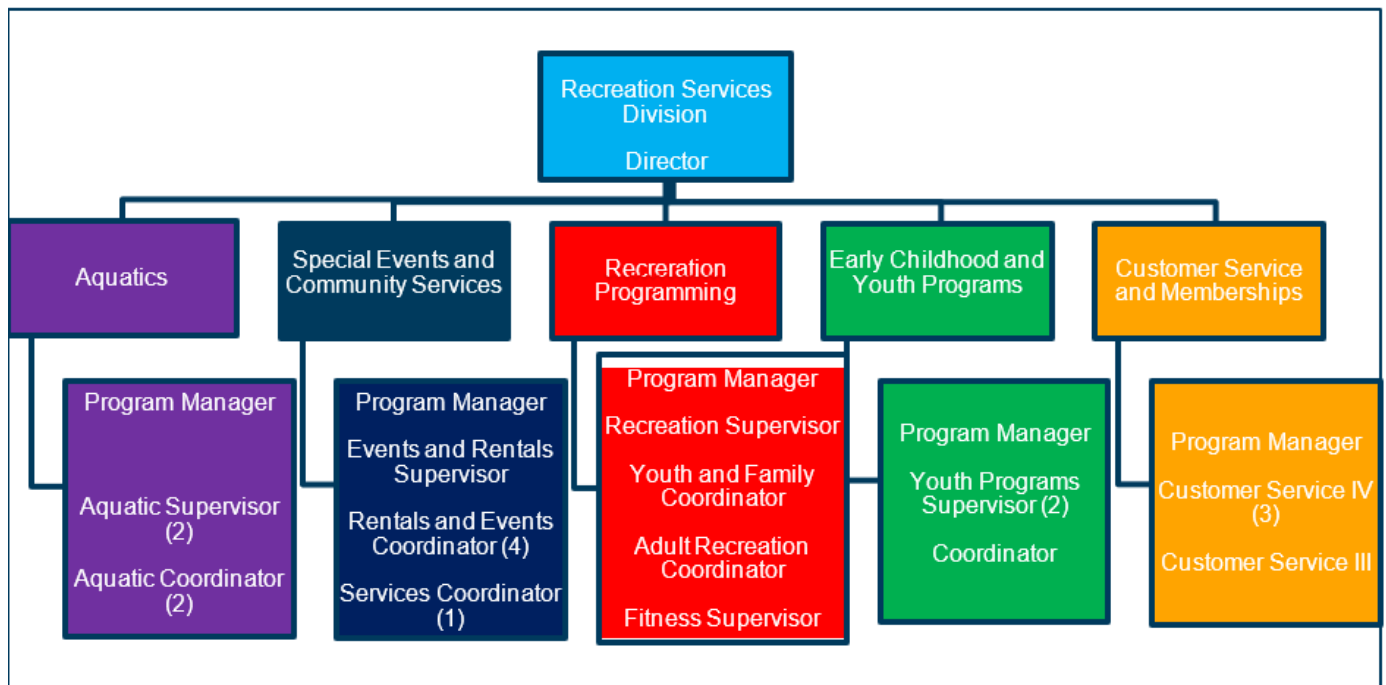
### Staffing Structure

Willamalane’s Recreation Division is organized into five functional areas, overseen by program managers. Many of the front-line positions are part/time or seasonal.

### WILLAMALANE RECREATION STAFFING TRENDS FISCAL YEARS 2018-2023

	FT	PT	Total
FY 2018	29	116.5	145.5
FY 2019	28	128.5	156.5
FY2020	32	132	164
FY2021	23	62	85
FY2022	23	78.5	101.5

### 2023 RECREATION DIVISION ORGANIZATIONAL CHART





Appendix 9: Service Assessments

**Investment in Recreation Program Delivery**

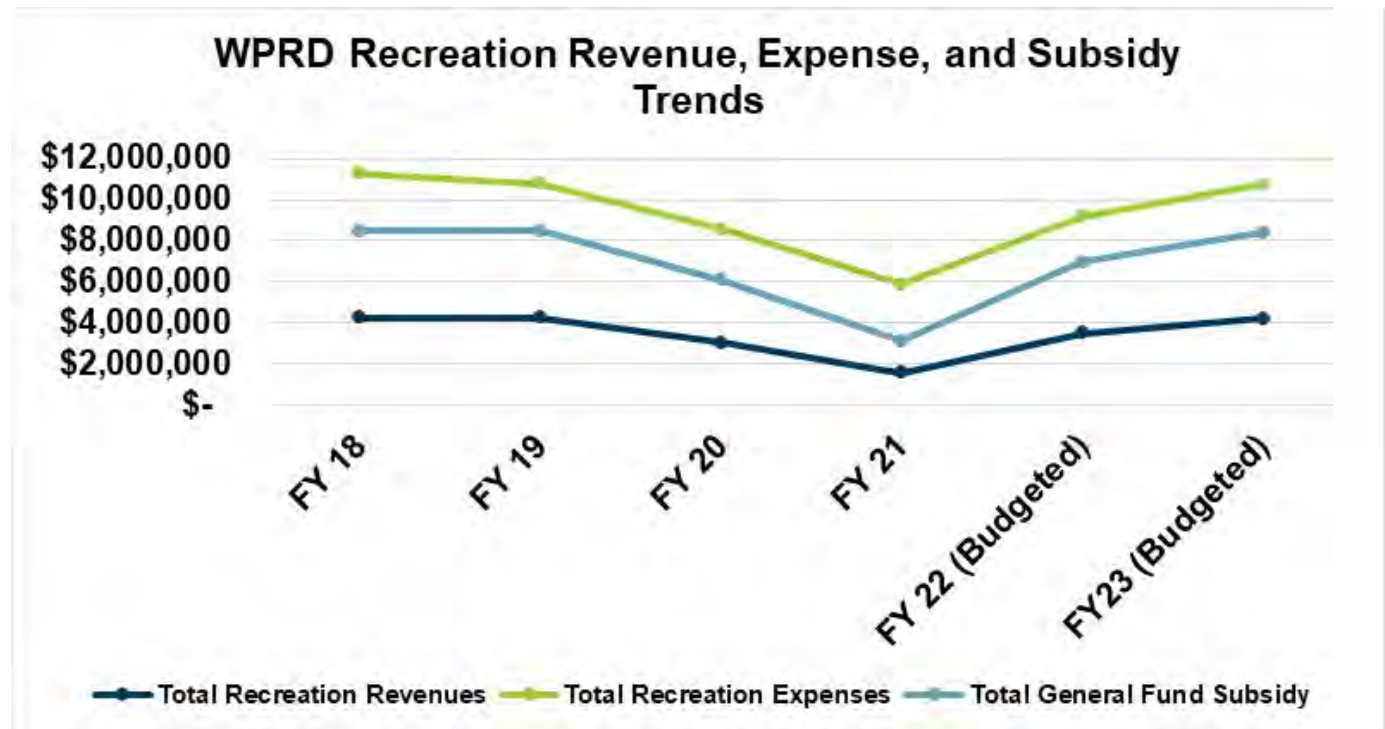
Willamalane does a good job staffing and funding its recreation program. Although greatly impacted by the COVID-19 pandemic, the district continues to recover. Programs are provided at the Bob Keefer Willamalane Center for Sports and Recreation, Splash!, Willamalane Park Swim Center, Willamalane Adult Activity Center, Camp Putt, and at eleven public school sites.

**Financial Trends and Subsidy**

Revenues from recreation programs are budgeted to exceed four million dollars again in Fiscal Year (FY) 2023 as they did pre-pandemic in 2018 and 2019. Expenses are budgeted significantly lower, which accounts for a budgeted subsidy in 2023 of over four-hundred and fifty thousand dollars less than 2018.

Individual subsidies per functional area are shown in the table and figure below by percentage of total General Fund subsidy.

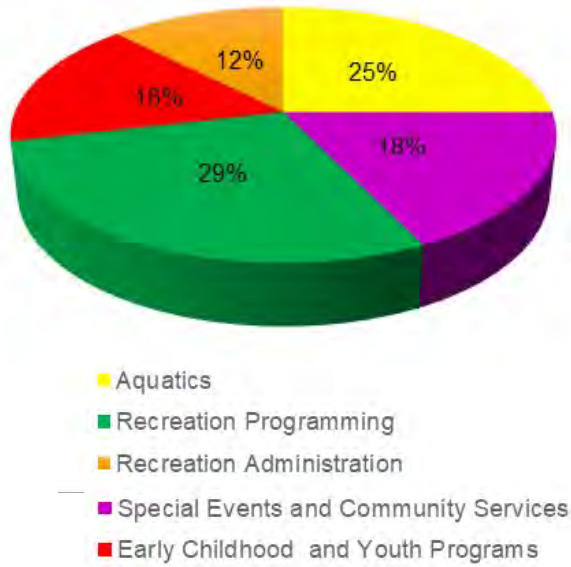
**WILLAMALANE RECREATION REVENUE, EXPENSE, AND SUBSIDY TRENDS FY 2018-FY 2023**



**WILLAMALANE RECREATION STAFFING TRENDS FISCAL YEARS 2018-2023**

Budget	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY2023
Aquatics	\$845,211	\$806,453	\$677,483	\$648,222	\$294,680	\$440,922
Special Events and Community Services	\$631,970	\$654,151	\$648,907	\$354,085	\$133,431	\$223,312
Recreation Programming	\$487,055	\$536,881	\$417,830	\$849,040	\$1,025,065	\$923,019
Early Childhood and Youth Programs	\$248,322	\$107,825	\$378,585	\$719,087	\$484,506	\$480,813
Recreation Administration	\$590,128	\$218,368	\$326,207	\$173,035	\$254,882	\$274,365
Total General Fund Subsidy	\$2,802,686	\$2,323,678	\$2,449,012	\$2,743,469	\$2,192,564	\$2,342,431

**PERCENTAGE OF RECREATION DIVISION GENERAL FUND SUBSIDY BY FUNCTIONAL AREA**



**Recreation Subsidy Fiscal Years 2018-2023**

Note: Customer service/passes are included in areas in the table and thus, are not shown as a separate functional area.

The investment in recreation in the FY 2023 budget is \$2.3 million, or a subsidy of \$33.16 per capita. Per the NRPA 2022 Performance Review data, typical parks and recreation agencies allocate around 31% of their general fund budget on recreation, and Willamalane is in-line at 33%.

**Program Partnerships**

Willamalane strives to cultivate strong partnerships to be more effective in providing recreational opportunities and services in the community. As a result of partnering with Springfield Public Schools, several programs and services have been provided within the community. This has recently included the 1Pass program in the summer, two weeks of swimming lessons for all 4th grade students, and in 2022, summer camps for Springfield youth. Key community partners for the recreation division include:

- City of Springfield
- Springfield Public Schools
- The Springfield Utility Board
- Lane Transit District
- City of Eugene Parks and Recreation

In addition to these key players Willamalane regularly collaborates with many Community Organizations (e.g., Rotary Club, Springfield Babe Ruth, AARP, Emerald Valley Pickleball Club, etc.) and local business to successfully implement its recreation programs and services.

The partnership with the Springfield School District allows Willamalane to offer daily recreation programming at 15 after school locations (4 middle schools, 11 elementary) and middle school sports (11 different seasons).

Another very successful group of partnerships are Silver and Fit, Renew Active, Silver Sneakers, and Active and Fit that provide insurance sponsored recreation passes for older adults, attracting over 1500 members annually.

**Core Recreation Program Service Areas**

Programs, events, and activities are offered primarily in five service areas. These differ slightly from those described in the recreation program plan based on the needs assessment survey and public engagement results. Descriptions of the program service areas and 2018/2019 participation rates are summarized below, with key observations provided at the end of each section.

- Aquatics Programs
- Special Events and Community Services
- Recreation Programs
- Early Childhood and Youth Programs
- Customer Service and Memberships

Appendix 9: Service Assessments

Program Service Area	Program Type Examples
Aquatic Programs	<ul style="list-style-type: none"> <li>Swim lessons</li> <li>Private swim lessons</li> <li>Lap swimming</li> <li>Recreational swimming</li> <li>School swimming lessons (4th grade – Springfield)<sup>2</sup></li> </ul>
Special Events and Community Services	<ul style="list-style-type: none"> <li>Special Events (Haunted Hayride, Kids nights out, Turkey Stuffer Fun Run, Megga Hunt)</li> <li>Community services (Two50, inclusion services, playground program, SRTS, WAAC Services)</li> </ul>
Recreation Programs	<ul style="list-style-type: none"> <li>Classes (Adaptive, dog obedience, training classes, multimedia, arts and culture, language, cooking and nutrition, ECR)</li> <li>Trips (Day Trips, Multi-Day Trips)</li> <li>Sports (Adult Leagues, E-Gaming)</li> </ul>

Program Service Area	Program Type Examples
Early Childhood and Youth Programs	<ul style="list-style-type: none"> <li>Childcare Programs (Preschool all day, preschool part-time, Kids Club, no school day, early start)</li> <li>Camps (preschool, day camps, and specialty camps)</li> <li>Sports (Middle School Sports, Youth Leagues, E-Gaming)</li> </ul>
Customer Service and Memberships	<ul style="list-style-type: none"> <li>Rentals (indoor rentals, outdoor rentals)</li> <li>Memberships (iPass, Fitness, Corporate, All Access, Silver)</li> </ul>

To accurately count participation in each of the program service areas, both unique registrations and actual participation were analyzed. Actual participation is counted in Participant Contact Units (PCUs), which are the number of times the individual took part in the class or activity. For instance, one child registering for a camp that meets five times would be one registration and five PCUs. PCUs provide a much clearer picture of the effort required to provide a service than individual registrations. In 2018 and 2019, the district managed almost 22,000 registrations and over 310,000 individual PCU's. The table below shows that while early childhood and youth programs accounted for 32% of unique registrations,

**WILLAMALANE 2018-2019 PROGRAM/ACTIVITY REGISTRATIONS AND PARTICIPANT CONTACT UNITS**

Program Service Area	Program/Activity Registrations	Percent of Registration	Participant Contact Units	Percent of Contact Units
Aquatics Programs	5,139	23%	17,441	6%
Special Events and Community Services	4,345	20%	5,247	2%
Recreation Programs	5,422	25%	32,405	10%
Early Childhood and Youth Programs	7,081	32%	255,507	82%
Customer Service and Memberships	Included in other service areas	N/A	Included in other service areas	N/A
<b>TOTAL:</b>	<b>21,987</b>	<b>100%</b>	<b>310,600</b>	<b>100%</b>

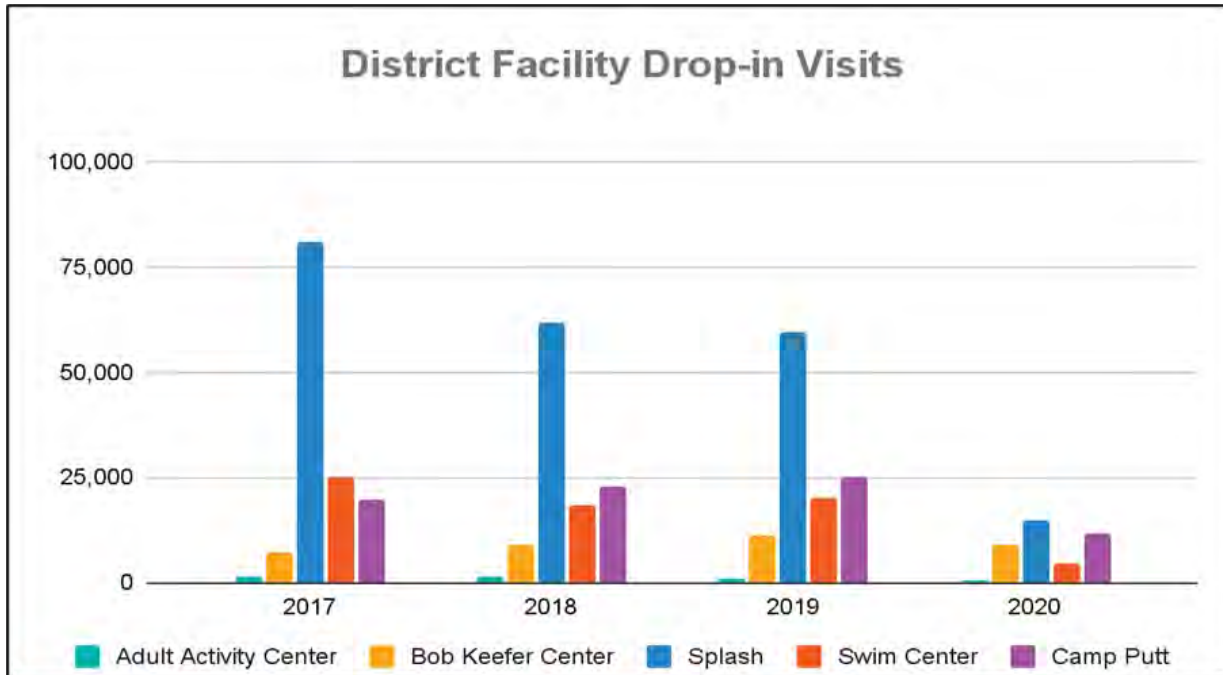
<sup>2</sup> This is a community service but is listed under aquatic programs due to the nature of the activity



those programs accounted for over 80% of registered participation. The inverse are aquatics programs, which accounted for 23% of registrations and only 6% of actual participation. Note that this analysis only includes

registered activities and not drop-in, self-directed participation. Drop-in, self-directed participation was greater than 100,000 in 2018.<sup>3</sup> Over 250,000 visits were registered in 2018/19 resulting from membership sales.

**DROP-IN SELF-DIRECTED PARTICIPATION**



**VISITS RESULTING FROM MEMBERSHIPS**



<sup>3</sup> Drop-in participation at facilities was dramatically decreased due to the COVID-19 pandemic.

### Out-of-District Residents

Thirty percent or 6,676 registrations were made in 2018 from out-of-district residents who pay an additional 15% fee.

District residents paid a property tax of \$146.35 in 2022 for each adult and child in the district.<sup>4</sup> It is unlikely that the 15% rate will cover the full cost of the tax burden. It would take a non-resident to sign up for 20 classes or activities at \$57.50 per registration (\$50 per class – in-district rate) in order to pay their own way and avoid a district resident subsidy.

### Recreation Program Market Segments

The population in the district has changed since the Park and Recreation Comprehensive Plan was last updated in 2012. In addition to increasing, the population has become more diverse and is aging. Even so, primary markets to focus on may include youth, adults and seniors and individuals of Latinx backgrounds, as further discussed below.

### Youth Population

The number of children in the district, while decreasing as a percentage of the total population, is still sizable and requires additional services. School enrollment described in the figure below shows that while middle school and high school aged youth have decreased since 2015 in total numbers, elementary school enrollment has increased by

over 800 children. These children are potential district participants.

### Latinx Population

The Latinx population is expected to continue to increase in the future. This population made up 11.32 percent of district residents in 2010, 14.84 percent in 2021, and is projected to reach 16.95 percent in 2026. In real numbers, there were approximately 10,000 district residents of Latinx background and over 12,000 projected in 2026.

### Older Adult Population

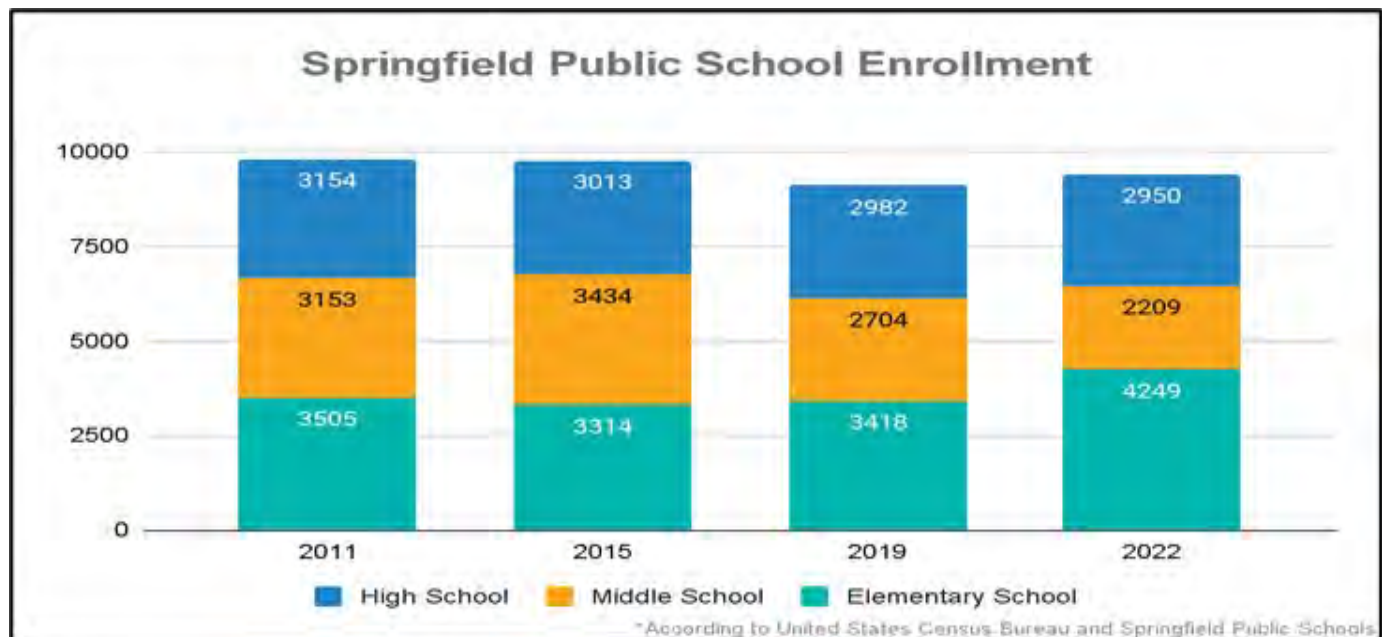
The number of district residents 50 years of age and older are overall increasing marginally. However, within that age group, those 65 and older are projected to increase from 17.6 to 20.2 percent of the population between 2021 and 2026.

### Program Age Segmentation

Comparing programs offered by age population can offer insight into an appropriate mix of program opportunities. The percent of program opportunities were calculated from programs currently offered (December 2022).

There is no right, or wrong percentage of programs offered in any given age group and those decisions are driven by Willamalane’s values and policies. With that said, the data calls out similar concerns shown by community engagement findings and the needs assessment survey (shown in Appendix 4) that a potential

### SPRINGFIELD PUBLIC SCHOOL ENROLLMENT



<sup>4</sup> Property tax divided by population

gap exists in programs and services for the adults and mature adult categories.

Comparing age population to program enrollment can also offer insight into an appropriate mix of program opportunities.

Actual enrollment in district programs follows the same pattern as programs offered and further demonstrates the gap in participation for those ages 19-49 and those 50+. Drop-in and self-directed activities illustrate the district’s success in reaching the adult populations with respect to special events.

The needs assessment survey also demonstrated that for both the open link and invite samples, that adults ages 18-50 and adults 50+ are both in the need of additional programs.

<b>0-05 Preschool/ Toddler</b>	7% population	27% of programs offered
<b>6-11 Youth</b>	7% population	35% of programs offered
<b>12-18 Teen</b>	8% population	15% of programs offered
<b>19-49 Adult</b>	42% population	16% of programs offered
<b>50+Mature</b>	36% population	7% of programs offered

### 9.6 Program Access and Convenience

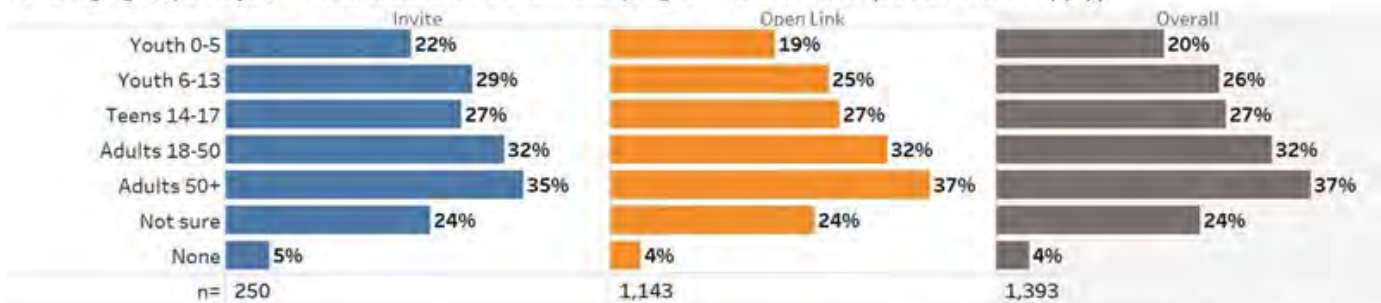
Looking at times when Willamalane offers enrichment programs and classes, (fitness, dog obedience, training classes, multimedia, arts and culture, language, cooking and nutrition, etc.) can also add insight into best meeting district resident’s needs. Willamalane offers and activities at the following days and times:

<b>Weekday mornings</b>	25%
<b>Weekday afternoons</b>	39%
<b>Weekday evenings</b>	21%
<b>Weekends</b>	15%

<b>1-5 Preschool/ Toddler</b>	7% population	17% of program enrollment
<b>6-11 Youth</b>	7% population	37% of program enrollment
<b>12-18 Teen</b>	8% population	11% of program enrollment
<b>19-49 Adult</b>	42% population	14% of program enrollment
<b>50+ Mature</b>	36% population	21% of program enrollment

### COMMUNITY DESIRE FOR PROGRAMS BY AGE GROUP

What age groups do you believe should have additional programs or services? (Select all that apply)



Source: RRC Association



## Appendix 9: Service Assessments

While programming and instructional space is at a premium during the evening times, this data is consistent with what was learned during the public engagement process and from the needs assessment survey. A greater mix of weekday evening and weekend programs for adults, outside of work hours are needed while youth programming needs are currently being better met.

### Financial Assistance

In order to help ensure community member access regardless of household income, the district offers a scholarship program that is generally funded between \$60,000 and \$70,000 per year.

### Meeting the Changing Needs of the Willamalane Community

The Recreation Division faces many of the same challenges as other parks and recreation agencies across the country. The population is getting older and more diverse; COVID-19 changed the way people view public events, and the district's prioritization on Diversity, Equity, Inclusion and a sense of belonging require a purposeful and strategic approach to delivering recreation.

In the Recreation Program Plan 2022-24, the following challenges were highlighted along with a few others. Staffing remains perhaps the most difficult challenge as the district staffs two large aquatic facilities and one large sports and recreation center.

- **Population Growth.** Continued population growth, especially among older adults and people moving from outside the area, will create an increasing and potential shifting demand for many recreation programs.
- **Affordable Programs.** Patrons currently utilizing our programs or facilities receive affordable rates to participate. Having said that, a primary barrier of participation is the ability to make programs affordable to all. And with limited resources, these program rates are likely to increase in the future.
- **Cost of Service.** The increased cost in providing services is an ongoing challenge and has been heightened due to the COVID-19 pandemic. Staffing costs and program expenditures will continue to increase regularly.

- **Program and Facility Capacities.** Full programs and overcrowded facilities, both real and perceived, are viewed as an increasing barrier to participation. Finding additional space to expand current offerings will continue to be a challenge.
- **Staffing.** Hiring and retaining quality staff, both front line and full time, has become increasingly difficult in part due to the labor market and recovery from COVID-19.
- **Space for programming is at a premium in district facilities.** Community members are often not able to register for some programs and classes due to limited space.
- **Space for athletic activities.** Due in part to the rainy weather in the Willamette Valley, natural turf fields can't be programmed year-round, and could be better utilized if they were artificial turf. As well, in late fall, winter and early spring, dusk begins near the time children are released from school. As a result, there is substantial opportunity for lighted artificial turf fields.

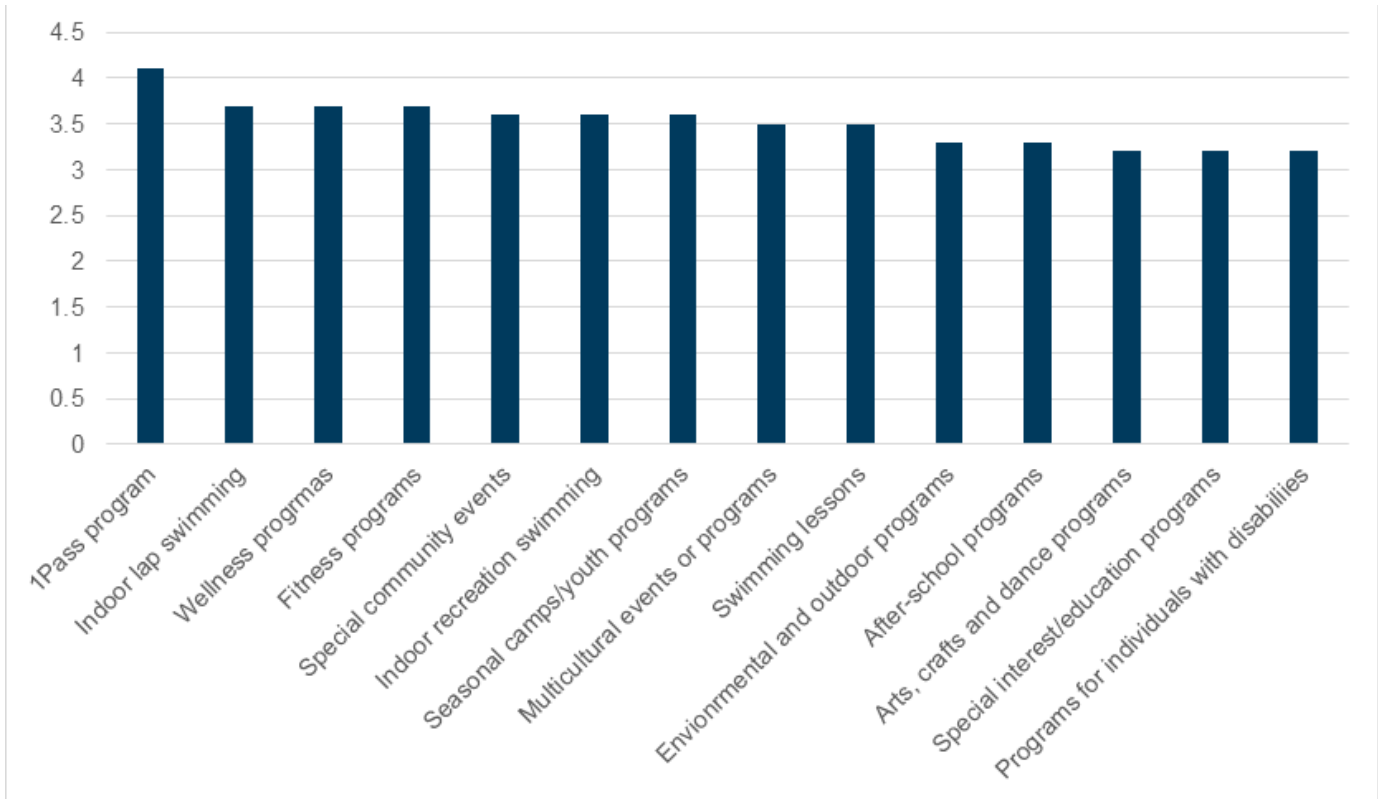
## 9.7 Community Needs, Desires for Recreation and Satisfaction

The needs assessment survey and a series of public input opportunities informed the comprehensive plan, illustrating needs and desires for services.

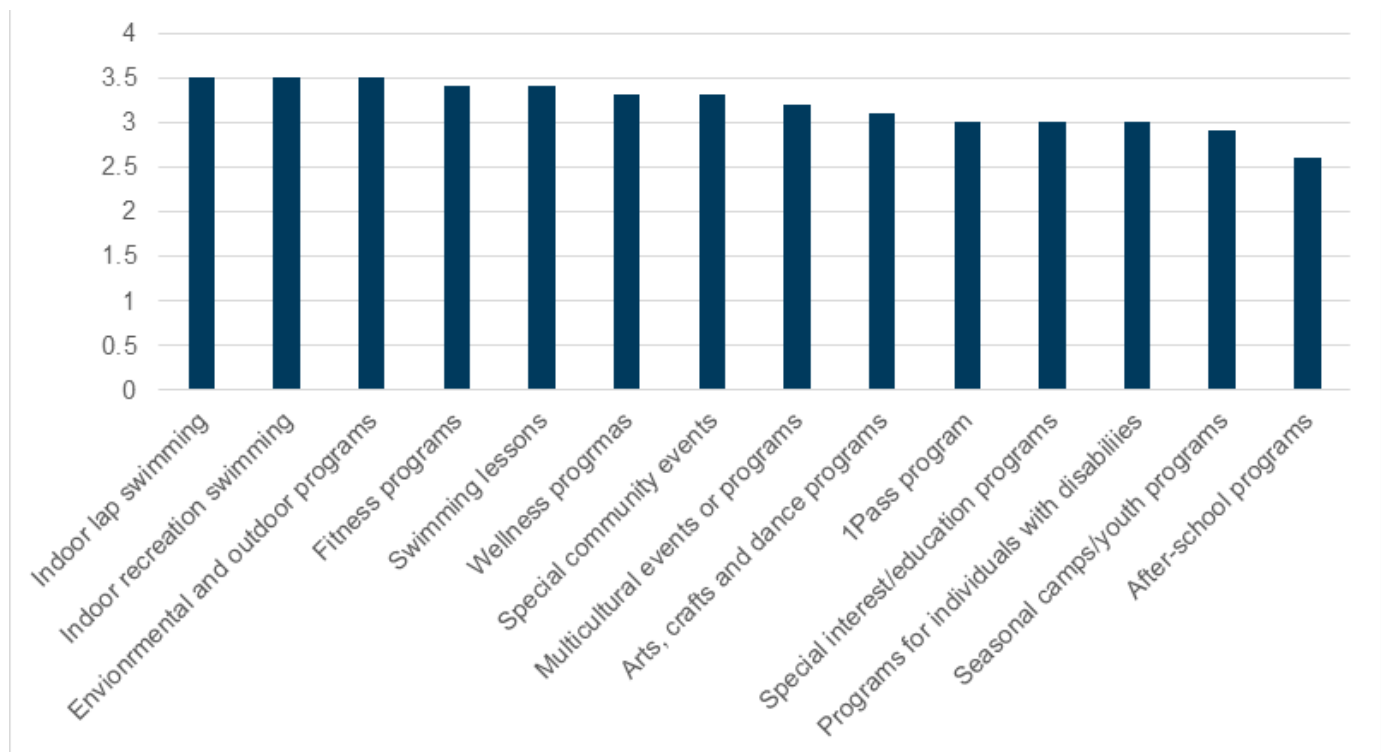
### Program Importance and Satisfaction

The needs assessment survey included an opportunity to rate the importance of programs and facilities. Environmental and outdoor programs, indoor swimming opportunities, lap swimming, fitness programs, swimming lessons and special community events rated the highest. The invitation survey showed that all of the programs were important although less so for camps and after-school programs (Table 5). The survey also included an opportunity to rate how well certain programs and services are currently meeting the needs of district residents. The 1Pass program, indoor swimming, wellness programs and swimming lessons were rated the highest in importance.

**DISTRICT RESIDENTS RATING OF IMPORTANCE FROM THE NEEDS ASSESSMENT SURVEY**



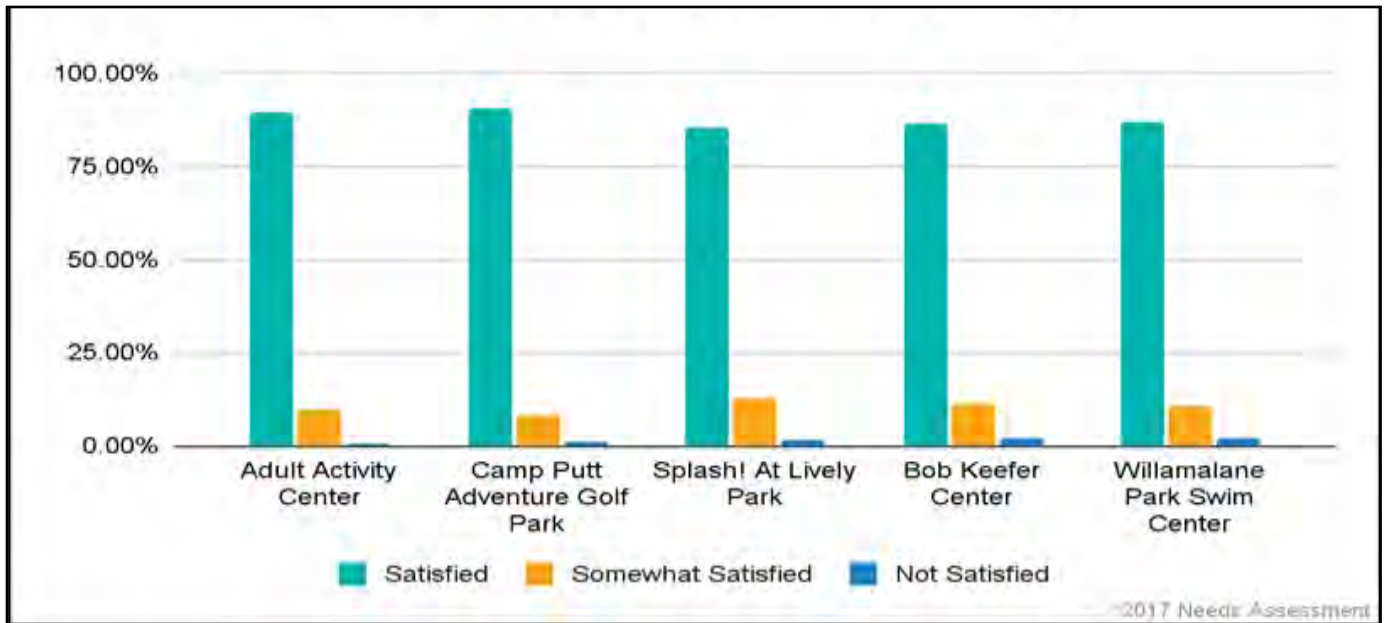
**DISTRICT RESIDENTS RATING OF SATISFACTION OF RECREATION ACTIVITIES**



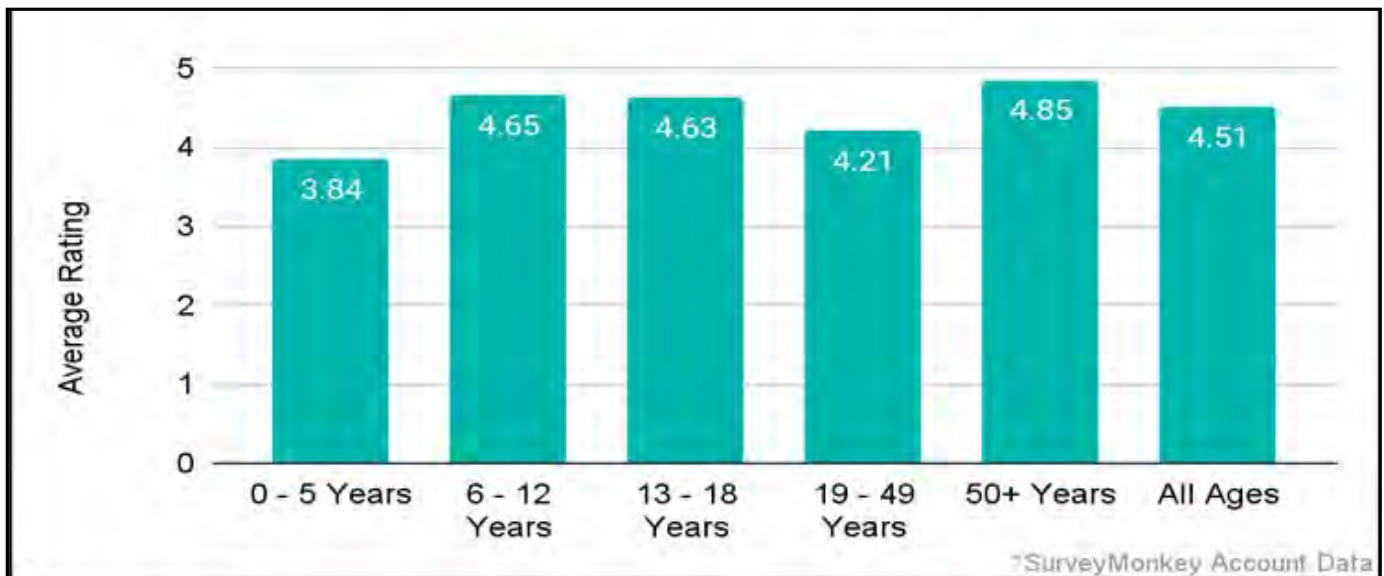
5 Figure illustrates the importance ratings from the statistically valid portion of the needs assessment survey

The district documented high satisfaction in both programs and facilities in the 2022-2024 Recreation Program Plan.

**SATISFACTION BY FACILITY**



**PROGRAM SURVEY RATINGS**



**Recreation Program Demand: Needs and Desires**

The engagement process and the needs assessment survey identified a number of needs and desires for programs and activities. Enrichment classes and special events, fitness classes, environmental education/

outdoor programs and childcare opportunities raise to the top of repeated topics between the various engagement opportunities and the survey. The following chart summarizes input related to additional desires for programs and activities received from the public engagement comments, needs assessment survey, teen engagement and the pop-up intercept events.



**RECREATION PROGRAM DESIRES<sup>6</sup>**

Public Engagement Comments	Needs Assessment Survey
<ul style="list-style-type: none"> <li>● Activities for adults (Ages: 21- 50)</li> <li>● Disc golf events and classes</li> <li>● Pickleball classes</li> <li>● Swim lessons</li> <li>● Environmental education/outdoor programs</li> <li>● Family activities</li> <li>● Volunteer programs</li> <li>● Enrichment classes</li> <li>● Special events in parks (movies, concerts, and cultural festivals)</li> </ul>	<ul style="list-style-type: none"> <li>● Community farmers market</li> <li>● Inclusive programs for individuals with disabilities</li> <li>● More enrichment classes</li> <li>● Food access programs</li> <li>● Community special events</li> <li>● Programming for adults</li> <li>● Additional youth sports opportunities</li> <li>● Additional kid’s seasonal camps</li> <li>● Childcare</li> <li>● Culturally relevant events and programs</li> <li>● Outdoor fitness programs</li> </ul>
Teen Engagement	Pop-up Intercept Public Input Opportunities
<ul style="list-style-type: none"> <li>● Roller skating</li> <li>● Badminton</li> <li>● Spike ball</li> <li>● Corn hole</li> <li>● Movie nights</li> <li>● Bowling</li> <li>● Live music events</li> <li>● Cooking events</li> </ul>	<ul style="list-style-type: none"> <li>● Outdoor pool and/or water play</li> <li>● Childcare opportunities</li> <li>● Field/court options in parks</li> <li>● Outdoor recreation equipment rentals</li> <li>● Fitness classes</li> <li>● Recreation classes</li> </ul>

Also identified as a priority are expanded athletic programs (leagues) for adults. While a majority of parks and recreation agencies across the United States offer adult team sports (87%) and adult individual sports (76%), Willamalane does not. The current space limitations in Willamalane facilities would certainly be further exacerbated by the inclusion of additional adult sports programs.

**Key Findings**

1. The survey data demonstrate that the overall community recreation needs of district residents are being met. A variety of additional recreation activities were identified in the engagement process and needs assessment survey.
2. The Latinx population continues to grow, and Willamalane may best meet their needs by continued purposeful outreach and continuing to implement the district’s DEI Strategic Action Plan.

<sup>6</sup> Programs and activities are listed in a random order

## Appendix 9: Service Assessments

3. A gap exists in adult (20-54) and older adult (55-85+) programming. The adult population makes up 46 percent of district residents and older adults make up 30 percent but combined, receive only 23% of enrichment programs offered and make up 35% of registrations. As the district continues to age among district residents, additional programming to meet the needs of older adults is anticipated. A majority of programs take place at the Adult Activity Center which is already at capacity for programming space. An additional activity center to add programming capacity may be needed
4. Adult athletic events are in high demand and Willamalane does not currently offer this type of programming. An athletic field demand study could help clarify the possible need for additional artificial turf fields to support adult programming and other field use needs.
5. Hiring and retaining staff has become very challenging due to the job market. While Willamalane has done a very good job attempting to address this issue, staff shortages have nevertheless caused temporary facility closures – largely due to fluctuating availability and retention of lifeguards. Opportunities to partner with other local aquatic facilities may assist with this challenge.
6. While Willamalane does a good job surveying program participants, additional performance measures, reported quarterly, may help the Recreation Division to become more flexible in changing program opportunities as needed.
7. Staff carefully monitor cost recovery and program lifecycles.
8. A majority of programs and activities are offered during working and school hours versus evenings and weekends. This comes in part as a result of high demand for facility space during the evening program times and the recovery from the pandemic.
9. Willamalane has many partnerships that add great value to the Springfield community.
10. A significant amount of program registration comes from out-of-district residents (30%). A district “buy-in” membership may help ensure in-district residents are not subsidizing out-of-district residents.

## Future Implementation: Program Evaluation and Performance Measures

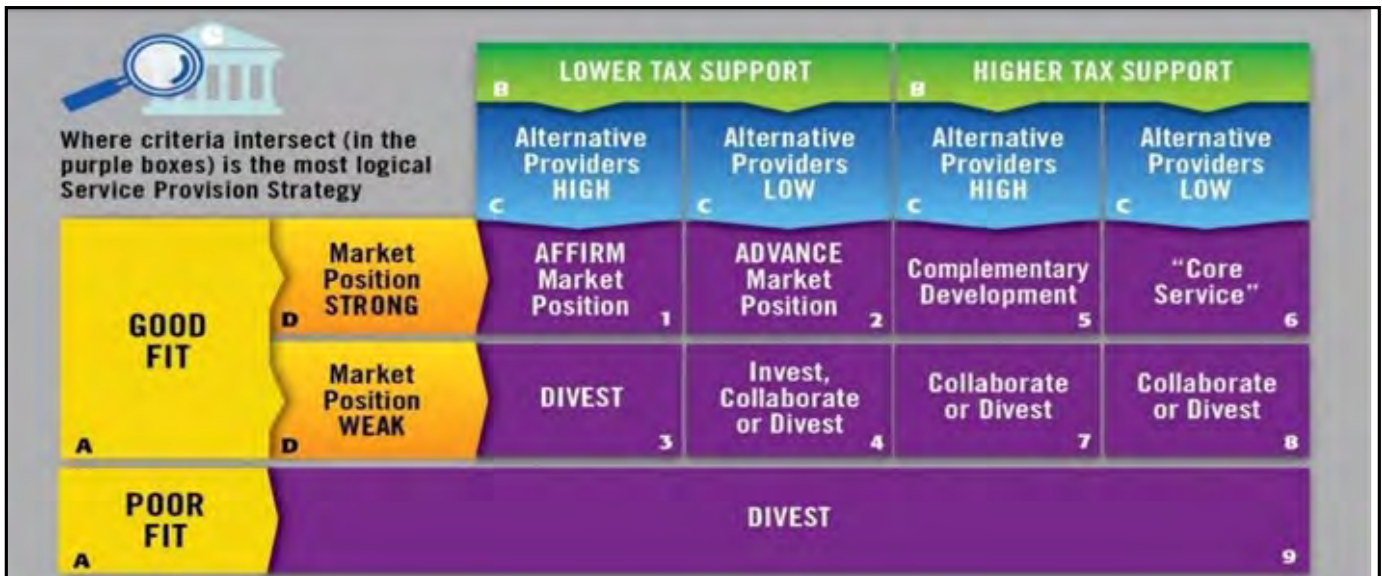
### PROGRAM LIFECYCLE

Parks and recreation agencies must recognize that certain programs and activities have a lifespan and must be evaluated on a continual basis. In the district in 2018 and 2019, 16 percent of programs or activities (of the 20,184 activities offered) did not have sufficient enrollment to hold the activity. This number of canceled programs is not unusual, and, in fact, is better than a general 20% rule of thumb. Nevertheless, Willamalane is encouraged to continue to audit programs each quarter, tracking those that did not go after two or three sessions, and consider discontinuing them. Currently, staff poll and survey participants to best understand areas of potential improvement.

A service assessment matrix may also be useful to determine if programs are best offered by the district, partners, or not at all. When making program decisions, a few simple questions should be asked by staff about each program:

- Is participation increasing or decreasing? If participation is increasing, then it could mean that the program should be continued. If participation is decreasing, are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor? If not, it may be time to discontinue the program.
- Is there information contained in the participation/ staff feedback that can be used to improve the program?
- Are cost recovery goals being met? If not, can program costs be reduced or can fees be realistically increased?
- Is there another provider of the program that is more suitable to offer it? If yes, Willamalane could provide referrals for its customers.
- Willamalane can also use cancellation rates to help make decisions regarding resource allocation and to focus marketing efforts.

**PROGRAM PROVISION STRATEGY**



**Performance Metrics**

Successful recreation programs typically track and report on performance measures that help to describe

successful recreation program delivery. A few examples are included for consideration.

Performance Measure	Purpose	Outcome
Assessment of program participation – if new programs are added, assess program participation	Maintain a fresh and novel recreation program	Attract new and returning participants
# Of program cancellations	Keep programming from stagnating	Make efficient use of coordination time and marketing budget
Participant satisfaction rates	Maintain and attract advocates, strong, sustainable revenues, and word of mouth marketing	Encourage high quality program delivery Survey at least seventy-five percent of program participants with a goal of 95% satisfaction
Cost Recovery Assessment	Help ensure program fees and expenses are in line with cost recovery policy	Programs with appropriate subsidy as directed by the board or directors
Program Enrollment	Help ensure program minimums for enrollment are met	Efficient program and efficient use of resources



## 9.8 Maintenance and Operations Analysis

This assessment of parks maintenance and operation practices is intended to assist Willamalane to provide safe, clean, and green parks, trails, open space, and facilities. The evaluation, analysis and recommendations are intended to identify efficiencies and opportunities to help Willamalane meet its maintenance and operational objectives.

Willamalane maintenance and operations functions are completed by four work units – Landscaping & Grounds, Structures, Facility Operations & Maintenance, and Natural Resources. All work units have separate budgets, and, at present, operate from a central reporting location.

At times, maintenance is reactive, which is not unusual for many parks and recreation agencies. Staff expressed priorities to include a more planned and proactive park inspection schedule, technical skills improvement opportunities for staff, a fully integrated maintenance management system that interacts with GIS and additional resources.

### The Importance of Quality Park Maintenance

Proper maintenance of parkland can slow the depreciation of parkland, enhance public perception of district operations, and positively influence property values surrounding parks. Poor park maintenance can lead to increased crime, illicit activity, vandalism, and increased renovation costs. While safety and security issues in Willamalane parks are primarily managed by its park ranger program in concert with Springfield public safety officers, park safety can also be addressed by the frontline staff working in the parks and facilities, through

### Investment in Park Maintenance

Willamalane annually invests approximately \$2.5 million to operate and maintain the parks, trails, open spaces, and athletic facilities. While it is not uncommon for parks maintenance departments to be responsible for maintaining medians and ancillary areas, Willamalane maintains twenty-one acres of non-park assets, some under an agreement with the City of Springfield. The district maintains 695.58 acres of developed parks, 919.92 acres of natural areas, and 38 miles of trails and multi-use paths. The district’s investment in park operations was greatly impacted by the COVID-19 pandemic, and in FY 2021, maintenance budgets were reduced by 35%. The FY 2022 natural areas management budget is \$223,608 to maintain the natural areas.

The National Recreation and Park Association, (NRPA) in the 2022 Agency Performance Review provides data about typical community investment to maintain and operate parks, trails, and open space. Several metrics are especially applicable to this analysis.

### OPERATING EXPENDITURES PER ACRE OF PARK AND NON-PARK SITES

The park metrics data suggests that a typical agency serving a population between 50,000 and 99,999 invests from \$4,458 to \$23,983 per acre or a median of \$9,642 per acre. In FY 2022, Willamalane is budgeted to invest \$1,572 per acre which reflects the unusually high percentage (61%) of park space made up of natural areas (particularly Thurston Hills and Dorris Ranch parks). To add greater perspective, it may be helpful to look at natural areas maintenance per acre separate from developed parks and properties. The district invests \$3,668 per acre for developed parks and a minimal

### LANDSCAPE & GROUNDS, STRUCTURES, AND NATURAL RESOURCES, HISTORICAL FINANCIAL PERFORMANCE

	Actuals				Budget	
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Total Revenues	\$164,327	\$55,556	\$131,302	\$189,323	\$9,600	\$80,600
Total Expenses	\$2,324,241	\$2,284,417	\$2,516,764	\$2,170,814	\$2,481,796	\$2,820,010
Total General Fund Subsidy	\$2,159,914	\$2,228,861	\$2,385,462	\$1,981,491	\$2,472,196	\$2,739,410

t the manner parks are maintained and operated.

\$233 per acre to maintain and operate natural areas. Willamalane’s investment is below the lower quartile and less than one-half of the national median.

Willamalane’s population is expected to grow by only seven percent through 2040, and, assuming the district maintains a similar level of service, increased maintenance costs to provide additional acres of park space will be minimal. However, the cost to bring Willamalane to the national median may in excess of \$4,000,000 annually.

**RESIDENTS PER PARK**

Park maintenance costs typically increase with the density of use in public spaces. As such, the NRPA metric suggests that a typical park system serving a similar population would provide between one park per 1,519 people on the lower quartile and 4,582 people on the upper quartile. The district provides one park per 1,563 people compared to a median of 2,516. Less people per park reduces the maintenance burden. Population growth in Springfield will increase density of park use which will impact the level of maintenance required into the future.

**STAFFING RESOURCES DEDICATED TO PARK MAINTENANCE AND FACILITY OPERATIONS**

Park maintenance and operations, natural areas management and facilities and operations are

**LANDSCAPES AND GROUNDS, STRUCTURES, NATURAL RESOURCES, AND FACILITIES, OPERATIONS, AND FLEET FTES (FY 2023)**

Work Unit	Full-time	Part-time/ seasonal	FTE
Landscape and Grounds	10	2	12.0
Structures	6	3.95	9.95
Natural Resources	2	1	3.0
Facilities, Operations and Fleet	8	4.41	12.41
<b>TOTAL</b>	<b>26</b>	<b>16.26</b>	<b>42.26</b>

accomplished by a team of 42.26 full-time equivalent (FTE) staff responsible for turf, horticulture, pathways, athletic fields, restrooms, park components, trails, natural areas, recreation facilities, structures and recreation facilities, and the daily upkeep of parks.

The Parks Management team also supports recreation programs in a variety of ways, including providing support for certain special events to include the Haunted Hayride, Megga Hunt spring event, Children’s Celebration, and Light of Liberty 4th of July event, etc.

Staff provide an excellent level of service, seven days per week as demonstrated in the needs assessment survey. Park Maintenance was rating as highly meeting district resident’s needs. Restrooms are generally cleaned two times per day and some remain open year-round. Although a bit reactive to changing work needs, staff spend time on routes in district regions and collectively, dedicated to project work. The district employs individuals with expertise in the trades – irrigation, electricians, playgrounds inspectors, mechanics, etc. However, staff report a desire to add arborists and horticulturists to the team in the future.

It is important to acknowledge that although the primary district maintenance facility is well located, the facility is used to capacity, leaving little room for additional staff, vehicles, etc. Additional storage for equipment and supplies is needed.

**SEASONAL STAFF**

In FY 2023, Willamalane supplemented full-time staffing with 16.26 part-time and seasonal positions. Prior to the Covid-19 pandemic, the landscaping and grounds team funded five seasonal positions. Currently, the district has not restored three lost positions, two of which completed a bulk of athletic field maintenance. Even so, seasonal positions continue to be difficult to attract candidates.

The AFSCME union contract gives priority to seasonals for full-time positions and priority for internal vacancies for existing represented employees. A pipeline to full-time employment may assist the district to fill part-time and seasonal vacancies.

**Compliance and Enforcement of Park Rules**

Challenges related to houselessness, vandalism, and inappropriate use of park space around the country continue to impact park use in larger, urban areas. However, for Willamalane, safety and security in the parks were not identified in the needs assessment survey as a limiting factor to park use. The parks maintenance team reported concerns with significant workloads resulting from these issues.

Willamalane employs two park rangers (2.0) which is insufficient to provide seven days per week coverage.

## Appendix 9: Service Assessments

Park rangers typically address up to twenty illegal camping sites per month. The district has a good relationship with the Lane County Sheriff's Office and the City of Springfield Police Department, both of which are generally responsive to the district's needs.

Only 3% of needs assessment survey respondents suggested their participation was impacted by poor maintenance practices. The same sample also suggested (14% to 30%), depending on location where respondents lived, that improved park maintenance was their second highest future need.

### Satisfaction with Park Maintenance and Operations

The survey demonstrated that the community is very satisfied with the quality of the parks, which reflects on park maintenance practices. On a scale of 1 (not at all satisfied) to 5, (very satisfied), both the random, invite sample and much larger open-link sample results reported almost identical results.

Across the board, all park types and components received satisfaction scores greater than 3. The satisfaction ratings for natural areas/open space, park safety and maintenance, synthetic turf fields and trails in parks and/or trail systems are very high, demonstrating extreme satisfaction.

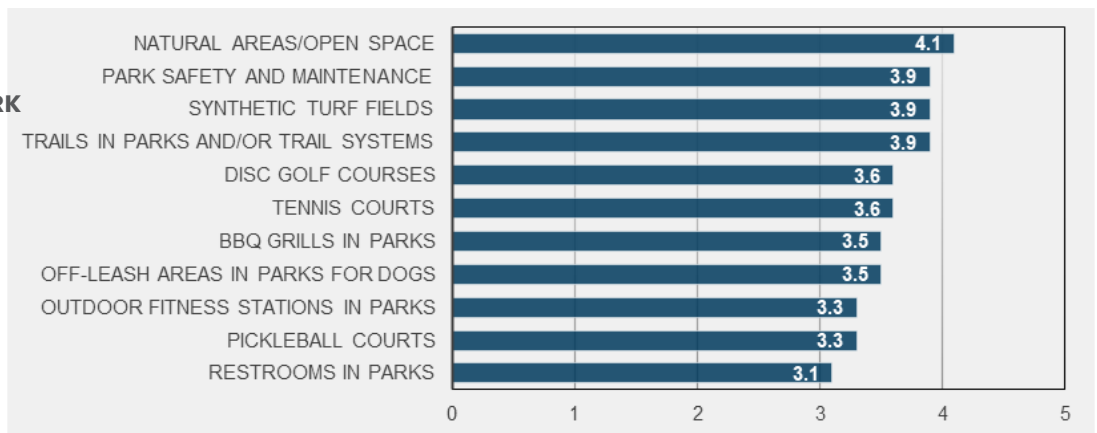
### Use of District Parks

The needs assessment survey identified community needs and desires related to park use, facilities, and amenities. The statistically valid, invite survey revealed that trails and paths are the most widely used facilities, followed by natural areas/open space and parks. Overall, greater than 40% of invite respondents reported use of trails/paths, natural areas/open space, or parks and playgrounds at least once a week or more. The percentage of respondents who reported never using park spaces was relatively small.

### FREQUENCY OF USE OF PARKS, AND PLAYGROUNDS, TRAILS, AND NATURAL AREAS FROM THE NEEDS ASSESSMENT SURVEY

Park Category	Daily	Weekly	Monthly	Yearly	Never
Parks and Playgrounds	10%	30%	27%	18%	15%
Trails/paths	19%	25%	26%	13%	16%
Natural Areas/ Open Space	13%	29%	28%	14%	16%

### NEEDS ASSESSMENT SURVEY - SATISFACTION WITH WILLAMALANE PARK TYPE/COMPONENTS



### REASONS FOR NON-USE (INVITE SURVEY SAMPLE)





## Maintenance Challenges

A focus group and listening session was held in November, 2022, with a majority of the park maintenance staff to learn about their daily challenges and to confirm study findings. A series of questions was used to prompt

input using cell phone technology, allowing the team to provide input and see the results in real time. Most repeated comments are included in the table below

### MAINTENANCE AND OPERATIONS STAFF INPUT

<p><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>Teamwork</li> <li>Flexibility</li> <li>Ability to keep parks well maintained and safe</li> </ul>	<p><b>CHALLENGES</b></p> <ul style="list-style-type: none"> <li>Vandalism/homeless issues</li> <li>Funding and sufficient operations space</li> <li>Short on staff at critical seasons</li> <li>Greater use with more areas to cover</li> </ul>	<p><b>DO YOU HAVE CAPACITY ISSUES IN PARKS (ARE THEY OVER USED)?</b></p> <ul style="list-style-type: none"> <li>Yes 12</li> <li>No 13</li> </ul>
<p><b>DO YOU HAVE CAPACITY ISSUES IN ATHLETIC FIELDS?</b></p> <ul style="list-style-type: none"> <li>Yes 9 (comments – dogs in parks issues, and trash collection)</li> <li>No 12</li> </ul>	<p><b>DO YOU FEEL THE ATHLETIC FIELD PERMITTING PROCESS MAXIMIZES USE OF DISTRICT ATHLETIC FIELDS?</b></p> <ul style="list-style-type: none"> <li>Yes 14</li> <li>No 6</li> <li>Unsure 3</li> </ul>	<p><b>WHAT AREAS WOULD YOU LIKE TO SPEND MORE TIME ON?</b></p> <ul style="list-style-type: none"> <li>Preventive maintenance</li> <li>Managing irrigation</li> <li>Project work</li> <li>Tree maintenance</li> </ul>
<p><b>IS HOMELESSNESS AN ISSUE FOR STAFF?</b></p> <ul style="list-style-type: none"> <li>Yes 26</li> <li>No 0</li> </ul>	<p><b>WHAT NEW EQUIPMENT DO YOU NEED?</b></p> <ul style="list-style-type: none"> <li>Newer equipment across the board</li> <li>Transition to electric equipment</li> <li>Excavator, skidsteer, forklift</li> <li>Bucket truck</li> <li>More vehicles</li> </ul>	<p><b>HAS YOUR WORKLOAD INCREASED IN THE PAST FEW YEARS?</b></p> <ul style="list-style-type: none"> <li>Yes – 26</li> <li>No – 0</li> </ul>
<p><b>COMMENTS:</b></p> <ul style="list-style-type: none"> <li>More parks with no new staff</li> <li>Limited access to seasonal staff</li> <li>Nuisance behavior</li> <li>Staff turn-over</li> <li>Insufficient staffing</li> <li>Unsustainable workload</li> </ul>		

## Appendix 9: Service Assessments

In addition to the input above, maintenance and operations staff voiced the following future priorities and focus areas:

- Add additional dog parks to the system
- Remove sandboxes from the parks; Be mindful of the maintenance requirement for sandboxes
- Focus on a solution to the homeless issues and continual vandalism in the parks
- Bring all parks and site amenities up to “standard”
- Implement a better equipment replacement/asset management program
- Implement a playground replacement program and budget funds each year
- Ensure operations and maintenance funding is in place at time of park project approval
- Increased natural areas funding and staffing are needed for the amount of acreage maintained
- Convert to low maintenance landscapes, drought tolerant plants
- Increase coordination and communication between planning and maintenance staff
- Plant ornamental beds a minimum of 50 feet from playgrounds to minimize maintenance conflicts
- A larger shop with sufficient storage is needed
- Do not place fencing along pathways
- Do not develop new parks and focus on maintaining existing spaces until additional resources and staff are available.
- Replace use of portable restrooms with permanent
- Choose playground components with longer lifespans
- Consider adding Park Ranger staffing for better coverage

### Park Components and Playgrounds

As needed, components are replaced with standardized equipment which is especially important for efficient maintenance and because some of the playgrounds may soon be reaching the end of their useful life. Playgrounds are inspected regularly by a certified playground inspector. The population of youth who reside in the district make up ~24% of the overall population and are expected to remain consistent in the future. Playground maintenance and replacement of those playgrounds that have reached their useful life remain a priority for the district.

### Athletic Fields

Maintenance of athletic fields includes field preparation completed by staff. Prior to the pandemic, the district provided three staff to support athletic field maintenance. Although sports fields are being used again, the district currently provides only one FTE staff resource.

### Volunteer Support for Parks, Trails, and Natural Areas

There is limited volunteer support although a friend’s group at Ruff Park. The district has designated three pesticide free parks that require successful volunteer programs. The district employs a volunteer coordinator who is available to recruit and manage volunteers. In the recent past, volunteers have played an important role in natural area and trails management.

### Maintenance Performance and Operating Standards

The district maintains a comprehensive district maintenance manual with the following three objectives:

1. To provide a consistent set of standards for parks district-wide
2. To clearly define staff roles and level of expectations
3. To be used as a training/learning tool

## 9.9 Key Findings:

This evaluation of maintenance and operations practices recognize many of the same topics identified in the public input process and needs assessment survey. The need for greater resources has been identified as a key priority area.

- Park maintenance is sufficient to meet community needs. Poor maintenance is not identified to impact participation. However, there is a public desire for a higher level of standard and care.
- Space at the Park Service Center is limited and requires expansion of office space, storage, vehicle parking and staging areas.
- Willamalane recognizes the importance of an asset management program related to equipment replacement. A full equipment risk assessment may greatly assist the district to prioritize equipment replacement.
- The natural areas management budget is insufficient to adequately maintain and manage natural areas in a long-term sustainable manner.
- Seasonal staffing related to athletic field maintenance was reduced during the COVID-19 pandemic and not restored.
- Willamalane's investment in park maintenance is below the national median for typical agencies similar in size. Focus areas may include fully funding operations and maintenance for new park development when new parks are approved, and incrementally increasing funding and FTE closer to the typical national median.
- Willamalane could create neighborhood-based friends groups for parks to assist with project work and to provide stewardship of the spaces.
- A pipeline built into the AFSCME contract to provide seasonal employees with opportunities for full-time positions may assist the district to fill seasonal vacancies.
- Additional park rangers may help to keep the parks safer, but also reduce maintenance and operations costs.
- Willamalane's maintenance manual is an exceptional resource, clearly defining standards for maintenance of park components and amenities.
- Parks Maintenance and operations are currently staffed at a lower FTE than other agencies reviewed. As a result, Park maintenance is reactive at times due in-part to staffing needs, both in approved positions and ability to recruit applicants.
- There is increasing demand placed on park maintenance positions based on nuisance behavior in the parks.
- The park maintenance facility lacks space for expansion and will need to be addressed in order to accommodate hiring additional park maintenance employees.



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# Appendix 10: Willamalane Key Issues Matrix

Willamalane Park and Recreation District	Qualitative Data			Quantitative Data			Consultant Team
	Staff Input	Public Input	Leadership	Surveys	Other Planning Documents	Assess/LOS	
<p><b>Key Findings - Rating Scale</b></p> <p>a - priority                      b - opportunity to improve                      c - minor or future issue                      blank means the issue didn't come up or wasn't addressed</p>							
<b>Sustaining a High Performing Team</b>							
The district has strong leadership and a very positive culture	A	A	A	A	A		A
The district is well staffed with full-time positions within what a typical agency would employ	A				A		A
Seasonal/casual staffing presents a challenge given difficulty attracting candidates for seasonal positions	A	A	A	A	A		A
A position to support procurement is desired by employees	A		C				C
Part-time seasonal wages may lag behind market making recruitment and retention challenging	A	B					B
Some staff may be working out of scope a regular basis which requires a careful evaluation of job descriptions	A	B	C				B
<b>Delivering a Full and Diverse Range of Parks and Recreation Services</b>							
A majority of community members favor both taking care of existing assets and expanding	A	A	A	A			
Encouraging Diversity, Equity, and Inclusion is of the utmost importance to the community	A	A	A	A	A	A	A
The district is expected to experience modest population growth in the next 10 years		A	A		A		A
The median age of district residents has increased from 34.6 in 2010 to 38.6 in 2026 . The popular is growing older.	A	A	A		A		A
The percent of adults 55+ is growing from 25% in 2010, anticipated to grow to 31% by 2026	A	A	A	A	A		A
Younger age groups (0-14) are trending downward but will be stable in the next five years					A		A
The district is getting more diverse. Hispanic populations are trending upward from 11.3 in 2010 to ~17% in 2026.	A			A	A		A
Tribal cultural programming is desired by Springfield's Tribal community	A	A	A				A
A greater relationship and connection is desired by the tribal communities. There are many opportunities to collaborate with Tribal	A	B	A				A
18% of district residents live below the poverty level	A		A	A	A		A
The number of individuals with disabilities is larger that the state of Oregon and almost 1 in 5 district residents.	A			A	A		A
Many playgrounds use engineered playground chips which meet ADA requirements but provide limited inclusive opportunities.	A		A				A
District Priorities from intercept engagement: Outdoor Pool and/or Water Play: 27.5% Expanded Trail System: 13.9% Improvements to existing playgrounds: 13% Childcare opportunities: 11.3% Field/court options in parks: 7.5% Outdoor recreation equipment rentals: 7.3% Additional recreation and fitness classes: 7.0%	A	A	A	A	A	A	A
Twenty-nine percent of district residents are obese		A	A	A	A		A

Appendix 10: Willamalane Key Issues Matrix

Key Findings - Rating Scale							
	Staff Input	Public Input	Leadership	Surveys	Other Planning Documents	Assess/LOS	Consultant Team
78% of open link respondents support bond referendum for specific projects. 69% of statistically valid survey respondents may support a bond for specific projects		A	A	A	A		A
Households with children desire trails and bike paths, better maintenance of existing parks and recreation facilities, and an outdoor			A	A			A
<b>Community Recreation Programs and Facilities</b>							
Recreation programs and services are adequately meeting community needs				A			C
Priorities for recreation programs include community farmers market, inclusive programs, enrichment classes, food access programs, and	A	A	A	A			A
Program gaps exist for programs for adults 18-50 and 50+ which are very important to the community	A	A	A	A			A
An outdoor swimming pool is desired and prioritized by district residents		A	A	A			B
Walking and swimming are the two largest participatory fitness activities within the district and remain a priority of district residents	A	A	A	A	A		A
The 1Pass program is very popular and valuable to the community	A	A	A	A	A		A
Accessibility to district recreation programs is a key priority for district residents.	A	A	A	A	A		A
There is demand for bilingual (Spanish) classes and programs of all sorts, but especially relating to arts, culture, and fitness.	A	A	A	A			A
There is demand for music and dancing events in the parks, (salsa, swing, and bachata).		A		A			A
There is a desire for additional facility hours of operation. Expanded hours of operation might lead to increased participation (1/3 of the community)	A	A	B	A			A
Teens desire similar recreation activities to adults – walking, swimming, hiking		A					A
Senior programs are sometimes difficult to access. Very popular and parking is a barrier.	A	A	A	A			A
Environmental and outdoor programs, indoor swimming opportunities and fitness programs, and swimming lessons are the most important recreation programs to district residents	A	A	A	A	A		A
<b>Level of Service Delivered by Parks</b>							
A little less than have of survey respondents feel amenity needs are very well met				A		A	
The LOS can be greatly impacted by adding or improving additional components/amenities in parks - particularly restrooms, courts, shelters, shade, etc.	A	A	A	A		A	A
People do not shy away from use of facilities due to safety and security concerns, transportation issues, parking, or poor maintenance of				A			C
Natural areas are important to the community and there are many opportunities to develop additional natural areas	A	A	A	A	A	A	A
System lacks a "signature park						A	A
36 acres will be needed to maintain current standard of LOS by 2030 (2 parks)					A	A	A



Key Findings - Rating Scale	Staff Input	Public Input	Leadership	Surveys	Other Planning Documents	Assess/LOS	Consultant Team
<p><b>a - priority</b>  <b>b - opportunity to improve</b>  <b>c - minor or future issue</b>  <b>blank</b> means the issue didn't come up or wasn't addressed</p>							
32% have walkable access within a 10-minute walk; 45% have some access but not at target and 23% lack access (population)						A	A
Many barriers may be limiting walkable access		A	A		A	A	A
Household Income, diversity and crime indexes track the areas where better parks are						A	A
Almost everyone lives within a one-mile drive to parks with outdoor recreation components						A	A
Latinx residents rank outdoor splash pads and trails as top priorities				A		A	A
The greater the walkable access, the less crime and diversity and household income						A	A
<b>Parks and Facility operations</b>							
There has been significant growth in natural areas from 186 acres of natural area and no dedicated natural resource staff to well over a 800 acres of natural area and two full-time staff dedicated to planning and managing these areas.	A		A		A	A	A
The district invests \$1,932 per acres in park maintenance, far below the median of \$9,642 that a typical agency may invest. This is primarily due to the amount of open space/natural areas the district manages.		A		A	A		A
Homelessness & camping issues within the parks suggesting a need for an expanded park rangers program.	A	A	A	A			B
There is increasing demand placed on park maintenance positions based on nuisance behavior in the parks	A	A	A	A			A
The park maintenance facility lacks space for expansion and will need to be addressed in order to accommodate additional park maintenance	A		A				A
Regional park maintenance plans, generated by the maintenance team may be very helpful			A	A			A
Park maintenance is reactive at times due in-part to staffing needs, both in approved positions and ability to recruit applicant pools	A	A	A		A		A
<b>Trails and Natural Areas</b>							
Soft surface trails and scenic areas are top trail desires, connection is second, following by paved walking paths		A	A	A	A		A
Trail Systems, soft surface and paved paths are very popular and are the top priority among district residents. Connectivity of bike paths and trails remains a very high priority.	A	A	A	A	A		A

Appendix 10: Willamalane Key Issues Matrix

Key Findings - Rating Scale								
	Staff Input	Public Input	Leadership	Surveys	Other Planning Documents	Assess/LOS	Consultant Team	
<b>Key Findings - Rating Scale</b> a - priority b - opportunity to improve c - minor or future issue blank means the issue didn't come up or wasn't addressed								
<b>Positive, Proactive Communication with the Community</b>								
The 2022 accreditation should be a focus of branding efforts								A
Communication is quite good with community		A		A	A			A
A greater relationship and connection is desired by the tribal communities.	A	A	A					A
The community desires additional survey engagement Annual Survey or bi-annual survey)		B		A				A
The most common ways Latinx population receives information getting their information included newsletters, social media, radio, and direct				A				
Bilingual staff at the desks or over the phone can greatly reduce any communication barriers.	A			A				A
There is room for improvement in communication and outreach to non-users		A	A	A				A
Over half of Open Link survey Respondents are unaware of available programs as are 67% of the invite sample.		A		A				
36% of Latinx are not aware of facilities, 57% are not aware of programs. This compares to 27% and 37% respectively.		A		A				A
A large majority of district residents feel communication is good – only 27% of invite same respondents suggested communication was not				A				A
A majority (86%) of district residents are familiar with parks, facilities, and services				A				
District residents receive information about the district parks and programs, etc. by direct mail (63%), followed by word of mouth, the				A				
Only 13% of district residents receive information by social media although 26% would like to receive information by social media				A				
Residents prefer direct mail (69%) and email (64%) as ways to receive information				A				
Residents are not interested in receiving information by school newsletter, posters at facilities, or word of mouth. 22% are interested in				A				
45-54 year-olds primarily receive information via social media. People 55+ by direct mail. People under 35, by direct mail and word of mouth				A				
People 55 and older prefer direct mail and email. The older you get, the less likely you prefer to receive information by email				A				
People under 35 are least likely to want information distributed via schools.				A				
There is a need for more communication/outreach specifically for Native programming	A	A	A	A				A
Residents desire additional bilingual information in parks and buildings	A	A	A	A				A
The most common ways Latinx population receives information on parks and programs included newsletters, social media, radio, and direct				A				
There are communication barriers related to a lack of bilingual staff at the front desks or over the phone		A	A	A				A
Teens do not wish to receive information via social media	A	A	A	A				

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# Appendix 11: Project List and Phasing Plan



## Appendix 11: Project List and Phasing Plan

This project list includes capital projects prioritized into short-term (1-5 years), mid-term (6-10 years), and long-term (11+ years) project phases. It also identifies ongoing project priorities that will be implemented as opportunities arise. The map at the end of the section serves as a reference to identify project locations.

Phase	Time to Complete
1. Short-term	1-5 years
2. Mid-term	6-10 years
3. Long-term	11+ years







# Proactively Plan and Design for Future Park Projects

## PROJECT

### S1 - Booth Kelly Trailhead to Middle Fork Path Connector

Work with partners and landowners to design an additional trail connector along Springfield Butte that connects the Middle Fork Path to the Booth Kelly Trailhead. Include consideration of a new viewpoint along Springfield Butte if feasible.

Estimated Project Cost: \$225,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	K	H	L31/ N02

### S2 - Dorris Ranch

Plan and design for master plan improvements including parking lot, use of the Allen property, and nature play areas.

Estimated Project Cost: \$100,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	K	H	West of N02

### S3 - Guy Lee Park / Elementary

Work with SPS to create a master plan for the park that maximizes recreation opportunities and public access on the combined properties.

Estimated Project Cost: \$22,500

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	K	A	L18

### S4 - Island Park Design

Work with partners to update the master plan for Island Park.

Estimated Project Cost: \$62,500

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	K	C	West of N19



# Proactively Plan and Design for Future Park Projects

## PROJECT

### S5 - Moe Mountain Natural Area

#### Multi-use Path Design

Work with partners to design new multi-use path from northernmost point of Moe Mountain Natural Area, connecting to northernmost point of the Levee Path. (4.3a, 4.3b)

Estimated Project Cost: \$192,500

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	K	B	L05

### S6 - Wallace M. Ruff Jr. Memorial Park

Update park master plan to incorporate acquired land since the last master planning effort.

Estimated Project Cost: \$20,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	K	F	East of N20

### S7 - West D St. Greenway Master Plan

Work with partners and the public to create a master plan for the waterfront area. (1.9, 8.18)

Estimated Project Cost: \$75,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	K	C	South of L40

NOTES: Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.





# Expand Level of Service in Existing Parks

## PROJECT

### S8 - Gamebird Park and Garden

Revisit design and conduct entire park upgrade. Look for opportunities to expand service on adjacent Springfield Public Schools land. (1.4) Add path connection between Flamingo Ave. and N. Cloverleaf Loop. (4.7, 8.1)

Estimated Project Cost: \$1,150,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	L	A	L16

### S9 - Georgia Pacific Natural Area

Implement Georgia Pacific Natural Area improvements per the park master plan.

Estimated Project Cost: \$1,700,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	L	I	L35

### S10 -James Park

Prepare master plan and redevelop park. (1.24, 8.6)

Estimated Project Cost: \$1,225,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	L	G	L33

### S11 -Menlo Park

Update and add to components in this park to provide better level of service to the neighborhood. (8.5)

Estimated Project Cost: \$675,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	L	C	L17

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Expand Level of Service in Existing Parks

## PROJECT

### S12 - Tyson Park

Prepare master plan and redevelop park. (8.7)

Estimated Project Cost: \$1,100,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	L	E	L15

### S13 - Willamalane Park

Complete master plan for this park and implement improvements. (8.16)  
Based on the results of the feasibility study, expand the aquatic facility to incorporate outdoor pool and/or water play elements.

Estimated Project Cost: \$4,600,000\*

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	L	D	West of L19

### S14 -Outdoor Water Play Feature

Determine ideal location(s) for development and then develop an outdoor water feature within the district. (7.6)

Estimated Project Cost: \$712,500

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	N	All	All

\*The outdoor pool at Willamalane Park (approximately \$19 million) is not included in Phase One estimates.

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Conduct Minor Updates in Existing Parks

## PROJECT

### S15 - Bob Artz Memorial Park

Update playgrounds.

Estimated Project Cost: \$550,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	M	F	L08

### S16 - Meadow Park

Upgrade courts at this park.

Estimated Project Cost: \$700,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	M	C	West of N19

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.





# Develop New Parks in Growing and High Priority Areas

## PROJECT

### S17 - New Neighborhood Park

Develop a neighborhood park adjacent to new Woodland Ridge development in this region. (1.33)

Estimated Project Cost: \$1,940,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	L	I	L10

### S18 - New Pocket Park

Plan, design, construct a new pocket park in region No7. (1.11)

Estimated Project Cost: \$1,000,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	L	D	N07

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# New Acquisitions

## PROJECT

### S19 - New Neighborhood Park

Acquire land for a new neighborhood park adjacent to new development happening at Woodland Ridge. (1.33)

Estimated Project Cost: \$400,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	M	I	L10

### S20 - New Neighborhood Park

Seek opportunities for acquisition for future neighborhood or pocket park in this high priority area. (1.14)

Estimated Project Cost: \$270,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	M	E	N06

### S21 - New Pocket Park

Acquire land in this high priority area for a new pocket park. (1.30, 1.31)

Estimated Project Cost: \$135,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	M	I	N23

### S22 - Bob Artz Memorial Park

Acquire adjacent land to expand ballfields.

Estimated Project Cost: \$270,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	N	F	L08

### S23 - Moe Mountain Natural Area

Acquire land south of Moe Mountain Natural Area (i.e. abandoned railroad) to promote connectivity between the south end of Moe Mountain to the Levee Path.

Estimated Project Cost: \$270,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	N	B	L05

### S24 - Thurston Hills Natural Area

Acquire land adjacent to park for improved access and an additional trailhead.

Estimated Project Cost: \$5,070,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	N	J	Various

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Trail Projects

## PROJECT

### S25 - McKenzie River Multi-use Path

Design and construct a new multi-use path from the south end of the Levee Path, along McKenzie River (north of 126), connecting to High Banks Road at 52nd St. (4.11)

Estimated Project Cost: \$2,675,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	M	B/F	L23

### S26 -South Weyerhaeuser Haul Road (Thurston Hills Path)

Design and construct a multi-use path on existing Weyerhaeuser Haul Road. (4.12)

Estimated Project Cost: \$2,350,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	M	J	L02 - L04

### S27 - Gary Walker Trail System at Dorris Ranch

Build additional trails at Dorris Ranch per the master plan update.

Estimated Project Cost: \$575,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	N	H	West of N02

### S28 - Thurston Hills Natural Area Trail Expansion

Develop trails to accommodate beginner mountain bike riders and trails that consider principles of universal design within the Thurston Hills Natural Area.

Estimated Project Cost: \$275,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	N	J	Various

### S29 - Thurston Hills Natural Area South Trailhead

New trailhead access to Thurston Hills Natural Area on the south side.

Estimated Project Cost: \$1,975,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	O	J	North of L04

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.





# Building Facilities

## PROJECT

### S30 - District Space Study

Conduct a district-wide space assessment to address needs and maximize use of existing facilities to meet programmatic and staffing capacity needs for the district.

Estimated Project Cost: \$80,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
4.1	B	All	All

### S31 - Willamalane Park Swim Center Feasibility Study

Complete a seasonal outdoor pool feasibility study to assess opportunities to co-locate an outdoor swimming pool at the Willamalane Park Swim Center.

Estimated Project Cost: \$70,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
4.1	C	All	All

### S32 - Park Services Center Facility

Design and build Park Services Center facility improvements based on recommendations from the facility space study.

Estimated Project Cost: \$652,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
4.1	F	E	L15

### S33 - Willamalane Adult Activity Center Parking Lot Renovation

Improve existing parking lot to minimize erosion and improve year round usability. Design expansion of parking lot and an accessible walkway from the adjacent parcel to the west.

Estimated Project Cost: \$437,500

STRATEGY	ACTION	AREA	PRIORITY ZONE
4.1	G	C	West of N19

### S34 - Bob Keefer Center Expansion

Develop a master plan and construct an expansion to the Bob Keefer Center to provide additional programming and recreation space. (7.3)

Estimated Project Cost: \$17,550,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
4.1	J	I	South of L15

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Coordinate with Partners

## PROJECT

### S35 - Centennial Elementary

Work with SPS to improve playground and increase public access to this school to help meet the need for service in this neighborhood.

Estimated Project Cost: \$250,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	E	C	L17

### S36 - Maple Elementary

Work with SPS to improve playground and increase public access to this school to help meet the need for service in this neighborhood. Work with the City and Safe Routes to Schools to assure safe connections to this play area from adjacent underserved areas.

Estimated Project Cost :\$250,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	E	D	L19

### S37 - Riverbend Elementary

Work with SPS to improve playground and increase public access to this school to help meet the need for service in this neighborhood.

Estimated Project Cost: \$250,000

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	E	E	N03

NOTES: Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Proactively Plan and Design for Future Park Projects

## PROJECT

### M1 - McKenzie River Boat Access

Work with regional partners to design improvements at the Hayden Bridge Boat Ramp to be constructed in Phase 3.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	O	B	L05

### M2 - Jack B. Lively Memorial Park Design

Update the master plan to reflect existing improvements and re-assess current needs. (2.5, 8.15)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	O	F	N20

### M3 - Rob Adams Park

Design park improvements to update existing features and increase level of service to adjacent neighborhood.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	O	J	L02, South of L02

### M4 - Weyerhaeuser McKenzie Natural Area

Work with partners to create a master plan, promoting improved public access/use of this natural area. (3.2)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	O	B	L23

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.





# Expand Level of Service in Existing Parks

## PROJECT

### M5 - Bob Artz Memorial Park

Design and construct improvements to fields and areas surrounding fields. (8.22)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	P	F	L08

### M6 - By-Gully Pocket Park

Coordinate with landowners to add a small pocket park on west end of path. (1.6)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	P	C	L17

### M7 - Dorris Ranch

Build improvements per the park master plan including parking lot, phase 1 improvements of the Allen property and nature play areas. (5.5, 8.21)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	P	H	West of N02

### M8 - Eastgate Woodlands of the Whilamut Natural Area

Coordinate with the Citizen Planning Committee (CPC) to improve undeveloped land per the master plan. Consider updates to the master plan upon full implementation. (8.25)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	P	C	South of L40

### M9 - Guy Lee Park

Coordinate with SPS and the City to develop a park master plan for park and implement improvements. Consider improved neighborhood access and a multi-use path along the SCS Channel (4.4, 8.23).

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	P	A	L18

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Expand Level of Service in Existing Parks

## PROJECT

### M10 - Jesse Maine Memorial Park

Provide additional components at this park to increase service to adjacent neighborhood.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	P	J	L03

### M11 - Les Schwab Sports Park

Complete full implementation of the park master plan and replace turf surfacing on sport fields. (6.1)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	P	I	South of L15

### M12 - Mill Race Park

Work with partners and landowners to create a master plan and build improvements to park. (5.3, 8.19)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	P	H	NW of L31

### M13 - Page Park

Work with partners at SPS to create a master plan for this park and develop park accordingly. (8.3)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	P	B	L06

### M14 - Wallace M. Ruff Jr. Memorial Park

Implement improvements per updated master plan.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	P	F	East of N20

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Conduct Minor Updates in Existing Parks

## PROJECT

### M15 - Douglas Gardens Park

Reconstruct tennis & basketball courts. Consider needs for playground replacement. (8.11)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	Q	I	L30

### M16 - Fort Park

Upgrade playground and surfacing. (8.8)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	Q	F	L07

### M17 - Heron Park

Update playground and surfacing.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	Q	C	South of L40

### M18 - Pride Park

Renovate play area and courts. (8.12)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	Q	I	West of L39

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.





# Conduct Minor Updates in Existing Parks

## PROJECT

### M19 - Robin Park

Update playground and surfacing.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	Q	B	L20

### M20 - Royal Delle Park

Upgrade the playground and surfacing at park.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	Q	B	L22

### M21 -Thurston Park

Upgrade playground and repair basketball courts as needed.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	Q	F	West of L08

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Develop New Parks in Growing and High Priority Areas

## PROJECT

### M22 - New Neighborhood or Special Use Park

Work with the City to improve pedestrian access and provide a neighborhood or special use park in this redeveloping area. (1.26)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	Q	G	N27

### M23 - New Pocket Park

Develop a new pocket park to expand service in this high priority area.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	Q	I	N23

NOTES: Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# New Acquisitions

## PROJECT

### M24 - Harvest Landing

Look for opportunities to acquire land adjacent to Harvest Landing to improve public access to that natural area.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	F	B	L36

### M25 - Area J / Lo4

Acquire land for a new community recreation facility, community park, and wetland natural area park in this region. (2.4, 3.7)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	R	J	L04

### M26 - Area J / Lo4

Acquire land for a new neighborhood park in this redeveloping area. (1.19)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	R	J	L04

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.





# Trail Projects

## PROJECT

### M27 - Booth Kelly Trailhead to Island Park Connector

Work with partners and landowners to design, develop, and sign pedestrian/bike connection from Island Park to Booth Kelly Trailhead utilizing both on- and off-street connections.

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	A	C, H	Various

### M28 - Booth Kelly Trailhead to Middle Fork Path Connector

Build a trail connector from the Booth Kelly Trailhead to the Middle Fork Path via the east side of Springfield Butte per previous design. (modified from 4.25)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	A	H	N02

### M29 - By-Gully Path Extensions

Work with partners to design and construct connections from the By-Gully Path to Eastgate Woodlands and neighborhoods and schools to the east. (4.8, 4.9, 8.17)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	A	C, D	Various

### M30 - Glenwood Riverfront Multi-use Path Design -West

Work with partners to plan for and design a riverfront linear park and multi use path from I-5 to the Springfield Bridge, consistent with the Glenwood Refinement Plan. (4.13)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	A	G	Various

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Trail Projects

## PROJECT

### M31 - Moe Mountain Natural Area Multi-use Path Construction

Develop new multi-use path from northernmost point of Moe Mountain Natural Area south, connecting to northernmost point of the Levee Path per plans from previous design efforts.(4.3a, 4.3b)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	A	B	L05, L23

### M32 - Bridge to Glenwood at Island Park

Work with the city to explore the feasibility of a bicycle/pedestrian bridge from the riverfront path in Glenwood to Island Park, per the Downtown District Urban Design Plan. (4.15)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	B	C, G	North of L31

### M33 - Bridge to Howard Buford Recreation Area

Conduct feasibility with regional partners on the siting and design of a pedestrian bridge across the Willamette, providing access to Howard Buford Recreation Area. Include pedestrian, bike, and equestrian access as considerations in this process.

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	B	TBD	TBD

### M34 - Clearwater Park Trails

Build additional, remaining trails at Clearwater Park per master plan.

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	C	I	South of L25

### M35 - Thurston Hills Natural Area North Trailhead

Design and construct expansion of existing parking lot to support additional capacity at the north side of Thurston Hills Natural Area.

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	D	J	L01, N12

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Expand Level of Service in Existing Parks

## PROJECT

### L1 - Clearwater Park

Fully implement the park master plan. (5.4)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	I	South of L25

### L2 - Douglas Gardens Park

Upgrade playground, surfacing, and consider other park improvements in Coordinate with partners at SPS. (8.11)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	I	L30

### L3 - Island Park

Implement the updated master plan, including playground renovations. (8.14)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	C	West of N19

### L4 - Jasper Meadows Park

Design and develop park improvements to increase level of service to adjacent neighborhood.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	I	L11

### L5 - Kelly Butte Overlook

Design and construct improvements to park so it provides a better level of service to neighbors and visitors. (8.20)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	C	South of L17

### L6 - Lively (Jack B.) Park

Implement park improvements per the updated master plan, including plans for underutilized space and additional walking trails.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	F	N20

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.





# Expand Level of Service in Existing Parks

## PROJECT

### L7 - Marylhurst Park

Work with partners to increase recreation opportunities on adjacent City-owned land west of Marylhurst Park.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	D	L19

### L8 - Pacific Park

Upgrade and expand recreation opportunities at this park.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	B	L06

### L9 - Rob Adams Park

Develop park improvements per previous design efforts.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	J	L02, South of L02

### L10 - Volunteer Park

Design and develop park improvements to increase level of service to adjacent neighborhood.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	I	South of L15

### L11 - Weyerhaeuser McKenzie Natural Area

Construct improvements identified in the updated master plan. (3.2)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	B	L23

### L12 - Willamette Heights

Design a master plan for this park and implement improvements to increase level of service to adjacent neighborhood. (8.13)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.1	R	H	South of L31

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Trail Projects

## PROJECT

### L13 - Booth Kelly Road Multi-use Path

Work with the City to provide a multi-use path along the Booth-Kelly Road corridor from Mill Race Path to the Weyerhaeuser Haul Road. (4.22)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	E	I	Various

### L14 - EWEB Path Extension to Don St.

Work with the City and EWEB to design and construct an extension of the EWEB Path to Don St. (4.2)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	E	A	L18

### L15 - EWEB Path Extension to Laura St.

Work with the City and EWEB to design and construct EWEB path extension, west to Laura Street. (4.1)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	E	A	L18

### L16 - Glenwood Riverfront Multi-use Path South

Work with partners to develop a riverfront linear park and multi-use path from the Springfield Bridge to Seavey Loop Road. (4.14)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	E	G	N18

### L17 - Glenwood Riverfront Multi-use Path West

Build a riverfront linear park and multi-use path per the design in Phase 2. (4.13)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	E	G	Various

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Trail Projects

## PROJECT

### L18 - Bridge to Glenwood at Island Park

Work with the City to construct a bicycle/pedestrian bridge from the riverfront path in Glenwood to Island Park, per the design in Phase 2. (4.15)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	F	C, G	North of L31

### L19 - Bridge to Howard Buford Recreation Area

Work with partners to develop a pedestrian bridge across the Willamette River per design in phase 2, providing access to Howard Buford Recreation Area. Include pedestrian, bike, and equestrian access as a considerations in this process. (4.23)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	F	Various	Various

### L20 - Bridge to Glenwood at Dorris Ranch

Conduct a feasibility study with regional partners on the siting and design of a pedestrian bridge across the Willamette River, connecting Dorris Ranch to future path systems along the south side of the river. (4.24)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	G	G, H	N18 - East

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.





# Building Facilities

## PROJECT

### L21 - Splash!

Design and construct a building expansion to provide additional community space. (7.2)

STRATEGY	ACTION	AREA	PRIORITY ZONE
4.1	M	F	N20



**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Trail Projects

## PROJECT

### O1 - EWEB Path On-street Connection

Work with City partners to provide on-street connection from EWEB Path to Moe Mountain Natural Area Multi-use Path. (4.3a)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	B	B	West of L05

### O2 - Middle Fork and Mill Race Path North Extensions

Explore opportunities for additional on- and off-street connections from the Middle Fork Path to the north, providing better connectivity to the trail system from residential areas in Springfield. (4.2o)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	F	H, I	Various

### O3 - North Springfield Trail Connectivity

Work with regional partners to support a bike and pedestrian connection to the Coburg Loop Area and Armitage Park from north Springfield as opportunities exist.

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	H	A	N01

### O4 - Thurston Hills Natural Area Expansion

Coordinate with BLM to promote opportunities for expansion of trail network to adjacent property to the east.

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	H	J	N12

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# Trail Projects

## PROJECT

### 05 - Lyle Hatfield Path Extension

Work with public and private partners to seek opportunities to expand the Lyle Hatfield multi-use path from RiverBend Hospital in either direction along the McKenzie River, utilizing on-street neighborhood connections when necessary.

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	I	A, B	North & South of L28

### 06 - Middle Fork Path East Extension

Explore opportunities for additional on- and off-street connections from the Middle Fork Path to the east, eventually connecting to Jasper Road. (4.21)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	K	I	Various

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.





# New Acquisitions

## PROJECT

### 07 - Thurston Hills Natural Area

Seek opportunities for acquisition and expansion of the natural area to support increase capacity/use and improved access to neighbors and visitors.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	F	J	Various

### 08 - Willamette Heights

Look for opportunities to acquire land to expand oak habitat and trails on south side of park.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	F	H	South of L31

### 09 - Booth Kelly / Mill Pond Park

Work with the City to develop a natural area park at the Booth-Kelly / Mill Pond site. (3.4)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	G	H	L13, L31

### 010 - Glenwood Riverfront

Acquire land to accommodate access to and along the river for a riverfront trail.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	I	G	N18

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# New Acquisitions

## PROJECT

### O11 - Jasper Meadows Wetland Park

Work with developer to acquire and develop natural area park south of Jasper Meadows Park. (3.6)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	I	I	L11

### O12 - New Neighborhood Park

Acquire land for a new neighborhood park on east side of this region in advance of development. (1.22)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	I	J	L02

### O13 - New Community Park

Collaborate with public and private partners to pursue acquisition and development of a community park south of Main Street in east Springfield. (2.4)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	F	J	L04

### O14 - Glenwood Riverfront Parkland

Look for opportunities for a larger acquisition in this redeveloping area to support future growth and special uses. (1.25)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	I	G	L29/ N26

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.



# New Acquisitions

## PROJECT

### O15 - New Pocket or Neighborhood Park

Seek opportunities for acquisition for future pocket or neighborhood park in this region.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	I	E	N03

### O16 - New Pocket or Neighborhood Park

Seek opportunities for acquisition or easements to expand recreational use and access to this underserved neighborhood.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	I	D	N07

### O17 - New Pocket or Neighborhood Park

Work with partners to look for opportunities for acquisition in this underserved area.

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	I	D	N14

### O18 - South Jasper Natron Wetland Park

Collaborate with City and developers to pursue acquisition and development of a natural area park connecting to neighborhoods and other parks. (3.6)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	I	J	L04

### O19 - McKenzie Riverfront & Cedar Creek

Look for opportunities to acquire land or develop easements that provide access to the McKenzie River and Cedar Creek.

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	J	A, B, F	Various

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.





# Coordinate with Partners

## PROJECT

### O20 - Safe Access to Willamalane Park

Work with City to assure bike/pedestrian safety is prioritized along main corridors providing access to Willamalane Park from adjacent underserved neighborhoods.

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.1	G	D	Various

### O21 - By-Gully Path Improvements

Look for opportunities to increase aesthetics and improve user experience through increased shade and seating along existing trail corridor.

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.2	H	C	L17

### O22 - Downtown Urban Park / Plaza

Coordinate with Team Springfield to explore feasibility of developing an urban plaza or park downtown per the City's Downtown District Urban Design Plan. (5.2, 1.16)

STRATEGY	ACTION	AREA	PRIORITY ZONE
2.2	H	D	TBD

### O23 - EWEB Path Improvements

Make improvements to enhance the user experience, such as benches, public art, and other amenities. (8.2)

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.2	H	B	Various

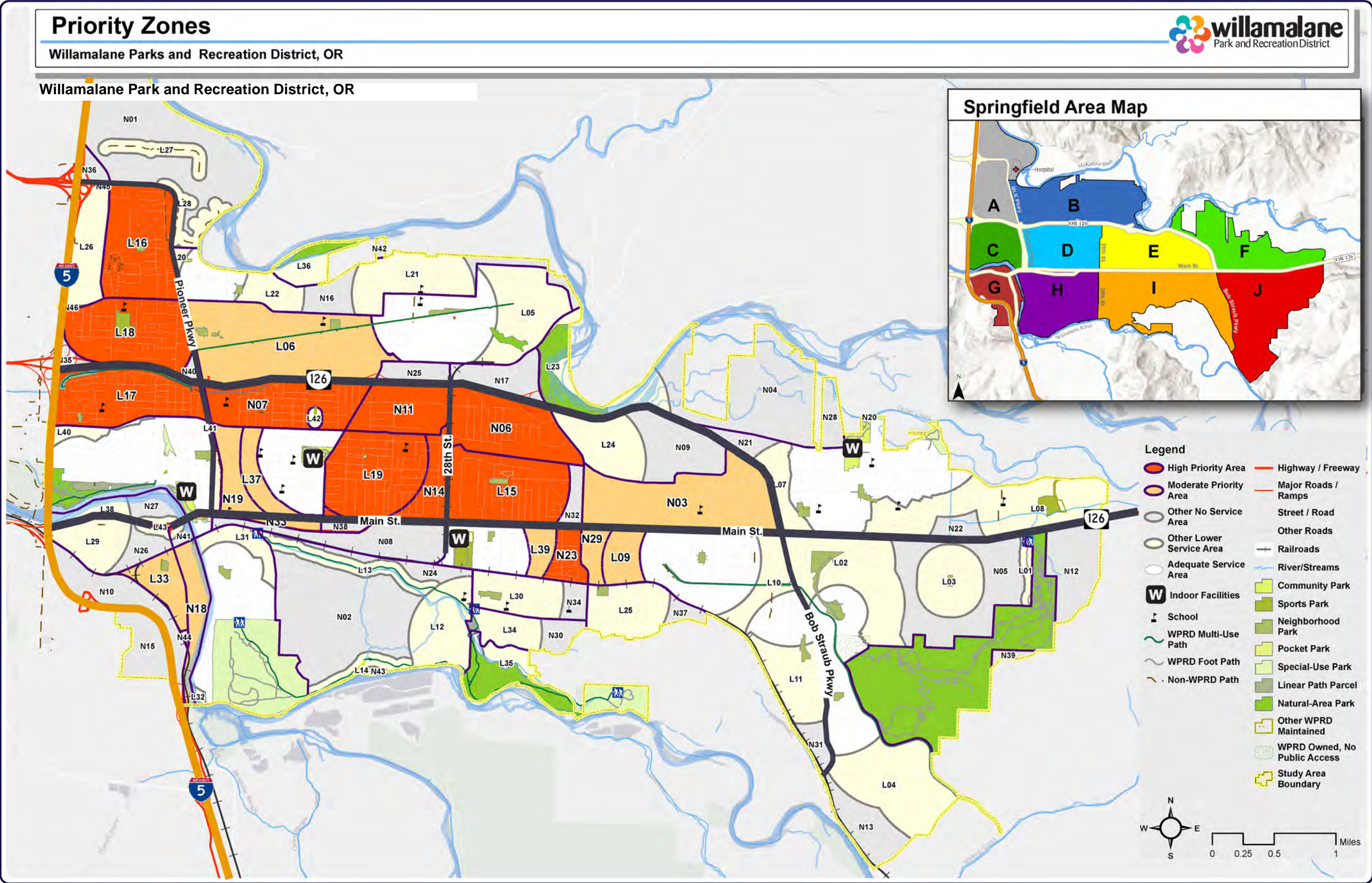
### O24 - Thurston Hills Natural Area Mountain Bike Trails

Continue to monitor, expand, and adapt the trail system to meet user needs and create a sustainable trail system.

STRATEGY	ACTION	AREA	PRIORITY ZONE
3.2	I	J	TBD

**NOTES:** Numbers in parentheses shown at end of project descriptions (e.g.,1.14) are references to related actions from the 2012 Comprehensive Plan.

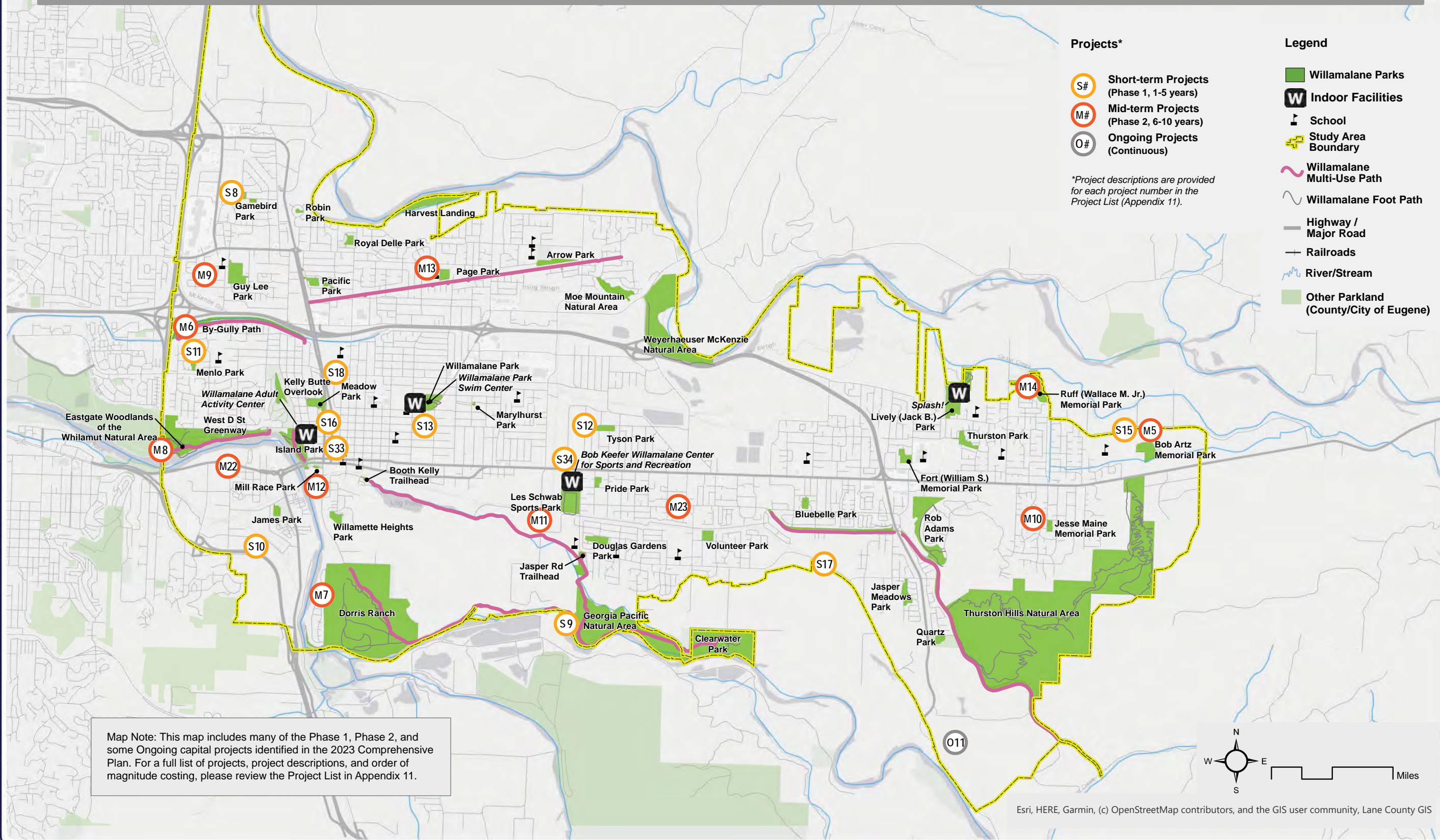






# Park Project List and Recommendations Map

Willamalane Park and Recreation District, OR



### Projects\*

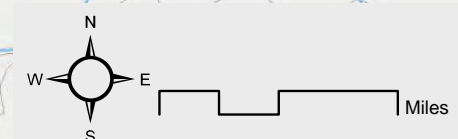
- S# Short-term Projects (Phase 1, 1-5 years)
- M# Mid-term Projects (Phase 2, 6-10 years)
- O# Ongoing Projects (Continuous)

\*Project descriptions are provided for each project number in the Project List (Appendix 11).

### Legend

- Willamalane Parks
- W Indoor Facilities
- School
- Study Area Boundary
- Willamalane Multi-Use Path
- Willamalane Foot Path
- Highway / Major Road
- Railroads
- River/Stream
- Other Parkland (County/City of Eugene)

Map Note: This map includes many of the Phase 1, Phase 2, and some Ongoing capital projects identified in the 2023 Comprehensive Plan. For a full list of projects, project descriptions, and order of magnitude costing, please review the Project List in Appendix 11.

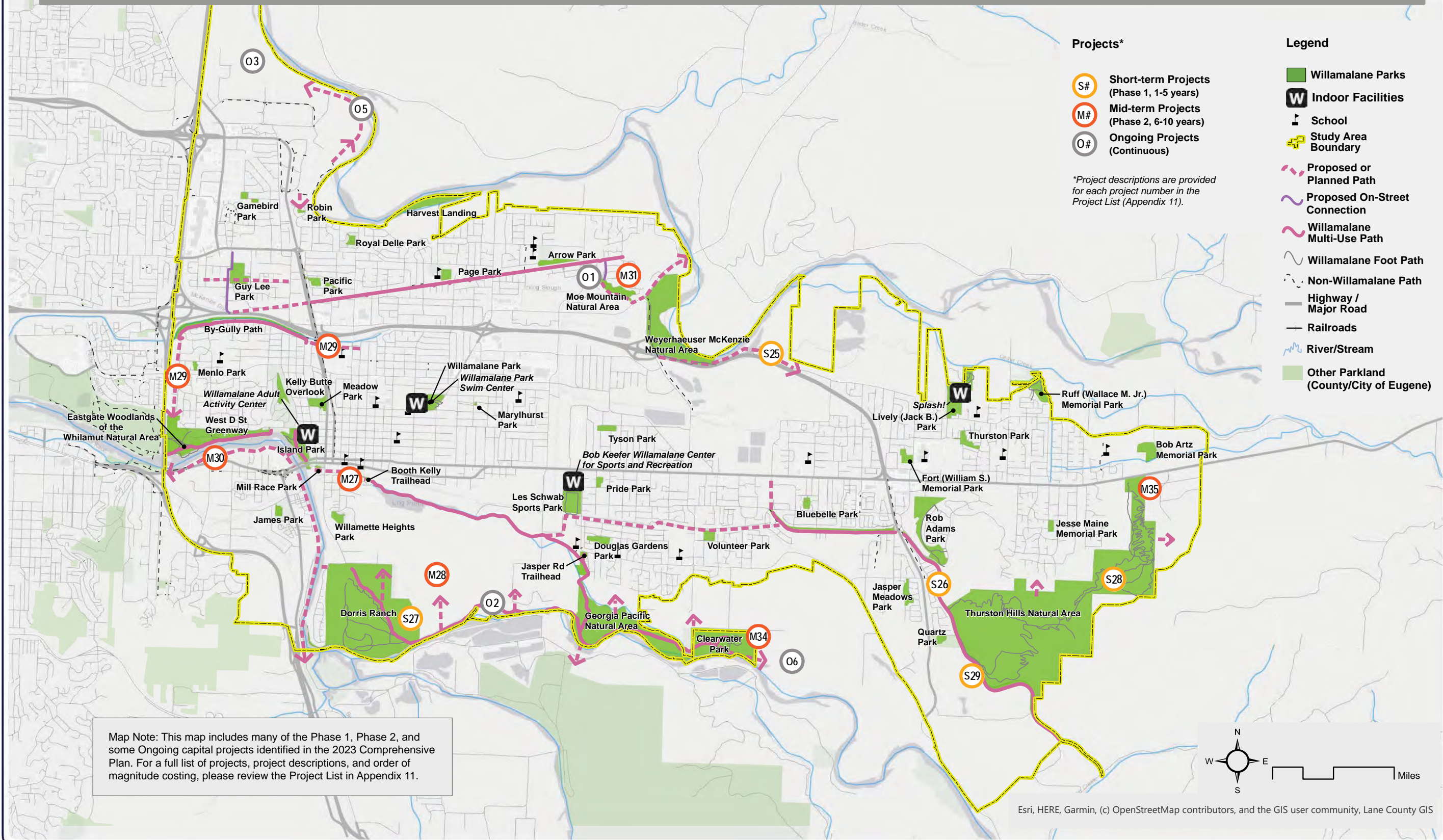


Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Lane County GIS



# Path and Trail Project List and Recommendations Map

Willamalane Park and Recreation District, OR



### Projects\*

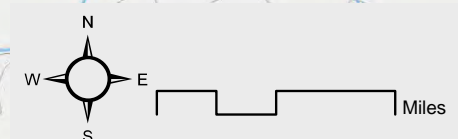
- S# Short-term Projects (Phase 1, 1-5 years)
- M# Mid-term Projects (Phase 2, 6-10 years)
- O# Ongoing Projects (Continuous)

\*Project descriptions are provided for each project number in the Project List (Appendix 11).

### Legend

- Willamalane Parks
- W Indoor Facilities
- School
- Study Area Boundary
- Proposed or Planned Path
- Proposed On-Street Connection
- Willamalane Multi-Use Path
- Willamalane Foot Path
- Non-Willamalane Path
- Highway / Major Road
- Railroads
- River/Stream
- Other Parkland (County/City of Eugene)

Map Note: This map includes many of the Phase 1, Phase 2, and some Ongoing capital projects identified in the 2023 Comprehensive Plan. For a full list of projects, project descriptions, and order of magnitude costing, please review the Project List in Appendix 11.



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Lane County GIS



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# Appendix 12: Performance Measures

## Appendix 12: Performance Measures

### PERFORMANCE MEASURES

The performance measures are examples and serve as a starting point for the district to consider in developing ways to evaluate progress on implementing the plan.

Performance measures can assist the district to evaluate plan implementation and are based on the plan goals described in Chapter 9, which are printed below in bold. Staff will periodically evaluate progress toward these goals and periodically report progress to the district board.

Baselines for each measure should be approved by the district Executive Director and be adjusted as appropriate.

Data collection for implementing the performance measures come from a combination of quantifiable data from budgets, participation, etc., while data for many measures may come from a district survey that can be completed annually or every two years. Those are annotated below with an (S). It is important that the survey questions be consistent from year to year, allowing progress to be measured.

#### 1. Continue to operate the district at a nationally accredited (CAPRA) standard.

- Progress toward reaccreditation process

#### 2. Provide a safe and equitable system of parks and natural areas.

- Number of residential areas with access to a neighborhood park within a ten-minute walk
- Acres of parkland per thousand residents
- Acres of accessible natural areas per thousand residents
- Percentage of community members who rate Willamalane parks as very good or

Excellent (S)

- Percentage of residents visiting a park or natural area at least once per year (S)

#### 3. Provide an easily accessed and connected system of paths and trails.

- Trails and trail connections rated very good or excellent (S)
- Miles of trails per thousand residents
- Percentage of residents using a trail at least once per year (S)

#### 4. Provide access to high-quality and affordable recreation facilities.

- Percentage of residents who report that cost does not inhibit participation (S)
- Number of scholarships provided to district residents
- Number of free or low-cost events/programs provided





**5. Strive for a high standard of care for the maintenance of parks, trails, and facilities across the district.**

- District investment in maintenance and operations of parks and facilities (per capita)
- Satisfaction with park and facility maintenance – Very good to excellent (S)

**6. Offer recreation programs and services that respond to district needs and encourage healthy lifestyles.**

- Percentage of respondents participating in a program or activity at least once per Year (S)
- Percentage of population familiar with Willamalane facilities and programs (S)
- Satisfaction with programs and services (S)
- Number of new programs and activities offered each quarter

- Number of family programs provided by Willamalane
- Participation rates in senior programs
- Participation rates in adaptive recreation programs
- Percentage of Willamalane employees who speak a language in addition to English
- Number of Willamalane programs or events targeted to the Latinx population

**7. Be a responsible steward of district resources and partnerships.**

- Percentage of park operations budget dedicated to natural resource restoration
- Percentage of park sites with natural resource management plans
- Number of volunteer hours reported





**willamalane**  
Park and Recreation District

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# COMPREHENSIVE PLAN

## Appendices





## **Springfield's Comprehensive Plan**

*[Add the following text to this section of the Preface and update "X" placeholders accordingly]:*

In 202X, the Parks and Recreation Facilities Element was updated to reflect adoption of the Willamalane Park and Recreation District Comprehensive Plan (adopted by Springfield Ord. XXXX and Lane County Ord. PA XXXX).



Among these agencies and districts, a wide variety of parks and recreation programs, encompassing those previously mentioned, are provided for the residents they serve.

In addition, the park and recreation agencies and the metropolitan school districts have combined their resources and coordinated efforts to provide open space and parks and recreation facilities in conjunction with the schools.

Also, in recent years, private recreational facilities, such as swimming pools and tennis and racquetball courts, have been developed. Several private golf courses have been in operation in the community for a number of years.

## **Goal**

Provide a variety of parks and recreation facilities to serve the diverse needs of the community's citizens.

## **Findings and Policies**

### **Findings<sup>29</sup>**

1. Increases in leisure time, income, transportation energy costs, and projected population growth indicate that there will continue to be a significant demand for a diversity of park and recreational opportunities in the metropolitan area.
2. Regardless of what standard is used, it is becoming increasingly difficult for local park agencies to meet the demands and needs of the community for parks and recreation facilities. The major problems include:
  - a. Areas developing without parks and recreation facilities available for the residents.
  - b. Competition for limited available financial resources between the need to purchase park land to meet future demands (before the land is no longer available) and the need to develop existing park land to meet current demand.
  - c. Competition for limited financial resources to provide the diversity of parks and recreational programs demanded by the community's citizens.
  - d. Land suitable and available for parks and recreation facilities often competes with other land use activities and needs in the metropolitan area.

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<sup>29</sup> Willamalane Park and Recreation District's *Park and Recreation Comprehensive Plan* is the Recreation Element of the Springfield Comprehensive Plan. Refer to the Springfield Comprehensive Plan for the most recently adopted approach to parks and recreation system planning specific to the area within the Springfield urban growth boundary.

## STAFF REPORT & FINDINGS TYPE 4 – LEGISLATIVE AMENDMENTS

<b>Project Name:</b>	Willamalane 2023 Park and Recreation Comprehensive Plan
<b>Willamalane’s Planning (“Study”) Area:</b>	See maps on pages 15 and 16 showing applicability inside and outside Springfield’s planning jurisdiction.
<b>Springfield’s Jurisdiction:</b>	Land within the Springfield urban growth boundary (UGB), coterminous with the Eugene-Springfield Metropolitan Area General Plan boundary for the area east of Interstate 5. This area includes land within city limits and urbanizable land outside city limits.
<b>City of Springfield Case Number:</b>	811-23-000285-TYP4
<b>Lane County Case Number:</b>	509-PA24-05048 (Lane County’s staff report also addresses an amendment to the Lane Code—only applicable outside the Metro Plan boundary and Springfield UGB.)
<b>Joint Springfield and Lane County Planning Commissions Hearing:</b>	April 2, 2024
<b>Lane County Board of County Commissioners 1<sup>st</sup> Reading:</b>	May 14, 2024
<b>Joint Springfield City Council and Lane County Board of Commissioners Hearing:</b>	June 10, 2024

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### **I. NATURE OF THE PROPOSED AMENDMENTS**

Willamalane Park and Recreation District (“Willamalane,” “Applicant”) requests that the City of Springfield and Lane County adopt the 2023 Park and Recreation Comprehensive Plan (“2023 Plan”). This Plan is an update to the previous 2012 Park and Recreation Comprehensive Plan (“2012 Plan”). Adoption of the 2023 Plan entails adding it as the Recreation Element of the Springfield Comprehensive Plan, amending the Eugene-Springfield Metropolitan Area General Plan (Metro Plan) to repeal the 2012 Plan and to add clarifying text referencing the Recreation Element of the Springfield Comprehensive Plan, and an amendment to Lane Code Chapter 16.400 to reflect the 2023 Plan’s adoption.

Lane County’s separate staff report addresses the amendment to the Lane Code. This staff report addresses the items that require co-adoption: (1) adopting the 2023 Plan as an element of the Springfield Comprehensive Plan; and (2), amending the Metro Plan.

The 2023 Plan, upon co-adoption by the Springfield City Council and Lane County’s Board of County Commissioners, will replace Willamalane’s 2012 Plan and will become an element of the Springfield Comprehensive Plan that satisfies Oregon Statewide Land Use Planning Goal 8

(Recreational Needs). This adoption structure differs from the approach taken in 2012, as Springfield has since adopted its own Comprehensive Plan.<sup>1</sup>

## II. BACKGROUND

The 2023 Plan reflects Willamalane’s updated approach to stewarding parks and recreation facilities since adoption of the 2012 Willamalane Park and Recreation Comprehensive Plan. The 2023 Plan provides a roadmap for Willamalane to operate over the next 20 years. Willamalane has made much progress since 2012 to implement its comprehensive planning program. Willamalane improved 16 parks and recreation facilities, constructed over 14 miles of trails and four new neighborhood parks<sup>2</sup>, provided access to over 700 additional acres of natural area, and expanded recreation programming across its district. Several of its path projects have also accomplished mutually-identified needs, as projects such as the Mill Race and a portion of the Haul Road Paths are also on Springfield’s 2035 Transportation System Plan project list.

Willamalane and the community it serves have changed significantly since this last planning effort. Available park space within Willamalane’s district has doubled with an increase in the overall inventory of all parks from 27 to 45, while its increasing population is growing older and is more racially diverse. The 2023 Plan responds to these changes with updates to the district-wide inventory of its park and recreation system and updated community profile while providing a strategic outline for the future of Springfield’s parks, facilities, and recreation programs for the next 20 years.

The 2023 Plan will serve the community by focusing on long-term sustainability, development, and enhancement of parks and recreation services going forward. This 20-year roadmap will guide Willamalane’s decision-making, project prioritization, and fiscal planning processes along the way. Ultimately, the 2023 Plan aims to positively impact the community by creating engaging and inclusive spaces that promote residents' health, well-being, and quality of life.

To center this work on meaningful action, the Plan responds to input from community members in various ways to align plans for facilities and programs with the needs and interests of those who live and work within Willamalane’s district. The findings in response to Oregon Statewide Land Use Planning Goal 1 (Citizen Involvement) beginning on page 4 of this staff report and Willamalane’s 2023 Plan (Section 4 and Appendices) describe how community input informed the 2023 Plan. Willamalane’s, the City of Springfield’s, and Lane County’s communication while drafting the 2023 Plan allowed for coordinated perspectives of what it means to help serve the community. Willamalane met periodically with City and County staff, the Springfield City Council<sup>3</sup>, Lane County’s Board of County Commissioners<sup>4</sup>, the Lane County Planning Commission<sup>5</sup>, and the Springfield Planning Commission (also in its capacity as the Springfield Committee for Citizen Involvement)<sup>6</sup> for input at key phases to guide next steps in preparing the 2023 Plan.

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<sup>1</sup> Springfield and Lane County adopted Willamalane’s 2012 Comprehensive Plan as a refinement to the Metro Plan.

<sup>2</sup> One type of park classification among others such as natural area parks, community parks, sports park, and more.

<sup>3</sup> March 7, 2022 and November 21, 2022

<sup>4</sup> November 29, 2022

<sup>5</sup> November 15, 2022

<sup>6</sup> April 5, 2022 and November 15, 2022



### III. PROCEDURAL REQUIREMENTS

Pursuant to Springfield Development Code (SDC) 5.14.110, SDC 5.14.115, and Lane Code 12.300, a Type 4 review procedure applies to the adoption of an element to the Springfield Comprehensive Plan and to text amendments of the Metro Plan. Metro Plan amendments are further classified into “types” in SDC 5.14.115 and in Lane Code 12.300.010. The proposed amendments are consistent with Metro Plan Policy IV.7.b and IV.12. In addition to Metro Plan requirements the City of Springfield must follow as the “home city,” SDC 5.14.130(A) requires the City to provide notice of the proposed amendment to other relevant governing bodies. City staff notified and coordinated with Lane County and City of Eugene staff regarding SDC 5.14.115 and 5.14.130 during summer 2023—well before the 20-day notice period stated in the SDC. City of Eugene staff communicated the City of Eugene did not have an interest in or need to participate in the adoption process. Lane County is included because the proposed amendments apply to unincorporated land within the Springfield UGB.

As such, and in accordance with Metro Plan Policy IV.8.a, this is a Type 2 (Type II in Metro Plan and Lane Code) amendment. The proposed amendments being considered in conjunction with amendments to Springfield’s Comprehensive Plan thus require approval by Springfield and Lane County.

Per SDC 5.1.625(B), and 5.14.130, the amendments require a review and recommendation by the Springfield and Lane County Planning Commissions prior to action being taken by the Springfield City Council and Lane County’s Board of County Commissioners. The Springfield and Lane County Planning Commissions held a joint public hearing on April 2, 2024. The Springfield Planning Commission voted four in favor and one opposed (two absent) to forward a recommendation to the City Council to approve the amendments. The Lane County Planning Commission voted five in favor (four absent) to recommend approval to the Board of County Commissioners.

State and local requirements apply to the scheduled date of first evidentiary hearing. Given the Applicant completed its submittal on January 27, 2024 following its initiation on January 9, 2024, the joint Springfield and Lane County Planning Commission hearing on April 2, 2024 met SDC 5.14.130(B), which requires a public hearing be set within 90 days of application acceptance. The Director must send notice of a proposed change to an acknowledged comprehensive plan or land use regulation to the Oregon Department of Land Conservation and Development (DLCD) at least 35 days before the first evidentiary hearing (OAR 660-18-0020). On February 27, 2024, the City submitted a joint City-County “DLCD Notice of Proposed Amendment” to DLCD in accordance with DLCD submission guidelines via DLCD’s FTP website. Staff provided this notice 35 days in advance of the first evidentiary hearing as required by ORS 197.610(1) and OAR 660-018-0020.

SDC 5.1.615 and Lane Code Section 14.060 require advertisement of legislative land use decisions in a newspaper of general circulation, providing information about the legislative action and the time, place, and location of the hearing. Notice of the first evidentiary hearing by the Planning Commissions on April 2, 2024 was published on Thursday, March 7, 2024 in *The Chronicle* and on Friday, March 8, 2024 in *The Register Guard*. Notice of the joint Springfield City Council and Lane County Board of County Commissioners public hearing was published in *The Chronicle* on May 16, 2024 as required by SDC 5.1.615, and in *The Register Guard* on May 16, 2024 as required by Lane Code 14.060 for legislative actions. The content of the notice complied with the requirements in SDC 5.1.615 and Lane Code 14.060 for legislative actions. Notice was also posted in accordance

with SDC 5.1.615(B) and was sent to Springfield’s Development Review Committee in accordance with SDC 5.1.615(E). SDC 5.1.615(C) and (D) do not apply to the proposed amendments.

#### IV. APPROVAL CRITERIA & FINDINGS

The applicable criteria of approval for amending the Metro Plan and adding Willamalane’s 2023 Plan as an element of the Springfield Comprehensive Plan are in Springfield Development Code (SDC) 5.14.135 (Comprehensive Plan Amendments), and Chapter 12.100.050 (Method of Adoption and Amendment) and 12.300.030 (Metro Plan Amendment Criteria) of the Lane Code (LC).

Adopting Willamalane’s 2023 Plan into the Springfield Comprehensive Plan as an element does not amend existing text but functionally adds new content. It is therefore appropriate to apply criteria of approval for plan amendments to both the Springfield Comprehensive Plan and the Metro Plan. Findings demonstrating that adopting the 2023 Plan and amending text of the Metro Plan meets the applicable criteria of approval appear in regular text format. Direct citations or summaries of criteria appear in ***bold italics*** and precede or are within the relevant findings.

##### ***SDC 5.14.135 (Criteria)***

Comprehensive Plan amendments (the Metro Plan and/or Springfield Comprehensive Plan) may be approved only if the Springfield City Council and other applicable governing body or bodies find that the proposal conforms to the following criteria:

- (A) The amendment shall be consistent with applicable Statewide Planning Goals; and***
- (B) Plan inconsistency:***
  - (1) In those cases where the Metro Plan applies, adoption of the amendment shall not make the Metro Plan internally inconsistent.***
  - (2) In cases where Springfield Comprehensive Plan applies, the amendment shall be consistent with the Springfield Comprehensive Plan.***

##### ***LC 12.300.030 (Metro Plan Amendment Criteria)***

The following criteria will be applied by the Board of Commissioners and other applicable governing body or bodies in approving or denying a Metro Plan amendment application:

- A. The proposed amendment is consistent with the relevant Statewide Planning Goals; and***
- B. The proposed amendment does not make the Metro Plan internally inconsistent.***

#### ***Consistency with Applicable Statewide Planning Goals (SDC 5.14.135(A); LC 12.300.030.A)***

##### ***Statewide Land Use Planning Goal 1: Citizen Involvement***

***Finding 1:*** On April 5, 2022, the Springfield Committee for Citizen Involvement approved a Community Engagement Plan for to inform the process of creating Willamalane’s 2023 Plan. The Community Engagement Plan was prepared specifically for compliance with Goal 1. This Community Engagement Plan described Willamalane’s approach to working with community

members within its district; users and non-users of parks, trails, programs, and facilities; and other stakeholders.

Finding 2: The Applicant states the following goals for community engagement as integral to the 2023 Plan:

- Promote project awareness throughout the planning process
- Gain a deeper understanding of who Willamalane serves
- Learn about gaps, barriers, needs, and preferences within the park district
- Understand the community's priorities for parks and recreation for the coming future
- Gain support for final plan recommendations

Finding 3: Extensive and varied opportunities for promoting awareness and considering input subsequently occurred. Of particular note, specific engagement activities occurred from the outset of the project through completion of the final plan. Activities included town hall meetings, stakeholder interviews, focus groups, paper and electronic surveys, digital outreach (e.g., project webpage, social media), pop-up events, and meetings with agency staff and partners.

Finding 4: Willamalane designed its community engagement approach to include a diverse audience as described in Section 4 and in the Appendices of the 2023 Plan (Exhibit A). The intent of Willamalane's activities was to provide a foundation for a plan that addresses the various needs and unique perspectives of people who are interested in the services Willamalane provides now and in the future.

Finding 5: Participation in some of Willamalane's activities resulted in:

- Over 32,000 district residents engaging with the project—some actively providing input and some staying informed by receiving project updates
- 1,766 people providing input on the project while Willamalane staffed tables at other community events (22 events focused on families, children, older adults, Latinx heritage, Asian American/Pacific Islander heritage, and/or the LGBTQIA+ community)
- 1,598 people responding to a needs assessment survey (online and printed options)
- 235 people participating at focus groups

Finding 6: Page 32 of the 2023 Plan notes that many of the focus groups included typical users or non-users of Willamalane's programs and parks, representing a variety of backgrounds and interests. These focus groups were held to gain a general perspective of District strengths and weaknesses and help inform the creation of the survey tool. Willamalane heard from older adults through the survey and at many events. Willamalane held other focus groups to help ensure participation was inclusive of groups that may not participate through typical engagement opportunities. Of the 235 focus group participants, participation resulted in:

- Teen focus groups: 111 participants
- American Indians/Alaska Natives: 22 participants
- Advocates for inclusion and for individuals with disabilities (in English and Spanish): 21 participants
- Latinx specific focus group: 22 participants
- Natural areas specific focus group: 12 participants
- Trails specific focus group: 6 participants
- Other community stakeholders: 41 participants



As previously noted on page 3 of this staff report, staff provided adequate public notice for the proposed amendments in a timely manner. The adoption process includes a joint public hearing with the Springfield and Lane County Planning Commissions (April 2, 2024) and a joint public hearing with the Springfield City Council and Lane County's Board of County Commissioners (June 10, 2024).

**CONCLUSION:** The process used to create the 2023 Plan, and therefore adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and amending text of the Metro Plan to reflect this adoption, together meet Statewide Land Use Planning Goal 1.

### *Statewide Land Use Planning Goal 2: Land Use Planning*

Finding 7: Goal 2, in part, requires Springfield to have and follow a comprehensive land use plan and implementing regulations. The Metro Plan and Springfield Comprehensive Plan support this required planning framework. The Oregon Land Conservation and Development Commission previously acknowledged each of these components of Springfield's land use planning program as consistent with Oregon's Statewide Land Use Planning Goals.

Finding 8: Willamalane's 2023 Plan updates its 2012 Plan. The 2012 Plan was adopted and acknowledged as a refinement to the Metro Plan. Springfield has since adopted elements of its own Comprehensive Plan through various ordinances with co-adoption by Lane County. The proposed addition of the 2023 Plan as an element of the Springfield Comprehensive Plan furthers the transition to a city-specific comprehensive plan. The proposed text amendments to the Metro Plan are for clarifying purposes but preserve the effectiveness of the existing Metro Plan and the goals and policies contained therein.

Finding 9: Adopting the 2023 Plan as an element of the Springfield Comprehensive Plan does not trigger an amendment to the Springfield Comprehensive Plan Map, which replaced the Metro Plan Diagram in March 2024 (Springfield Ordinance 6463). The projects shown in the 2023 Plan are conceptually shown at this time. Upon contemplation of site-specific development, they will be evaluated according to the applicable comprehensive land use diagram(s), zoning map, and codes as they occur over the 20-year planning period.

Finding 10: The findings under Statewide Land Use Planning Goals 9 (Economic Development) and 10 (Housing), findings addressing SDC 5.14.135(B)/Lane Code 12.300.030.B, and the 1995 Intergovernmental Agreement regarding coordinated planning and urban services between Willamalane and the City of Springfield demonstrate coordination with related aspects of land use planning and demonstrate consistency with the applicable content of the Springfield Comprehensive Plan and Metro Plan. These findings are herein incorporated by reference in demonstration of compliance with Goal 2.

Finding 11: As described in the Applicant's findings addressing Goal 2, the 2023 Plan is consistent with many of the Goal 2 Guidelines, including elements of the Plan (Goal 2, Part III, Sections A: Preparation of Plans and Implementation Measures, C: Plan Content, and F: Implementation Measures). The Applicant's findings are incorporated herein by reference. Summarized, the 2023 Plan identified recreational needs within Willamalane's district for 20 years based on an existing conditions assessment and a multi-method needs assessment, and the 2023 Plan provides a list of capital improvements over that same 20-year planning period. The

amendments do not elicit compliance with the remaining aspects of Goal 2, as they do not: (1) include taking an exception to Goal 2; or (2) involve changes to the Springfield Development Code or changes that create new regulations consistent with Goal 2, Part III, Sections F.1 and F.2 as demonstrated in the findings.

**CONCLUSION:** Adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and adopting corresponding text amendments to the Metro Plan follows the required land use planning process and policy framework set out in Statewide Land Use Planning Goal 2.

### ***Statewide Land Use Planning Goals 3 & 4: Agricultural and Forest Lands***

Finding 12: These Goals apply to land outside of Springfield’s coterminous UGB and Metro Plan boundary, and as such, do not apply to the Springfield Comprehensive Plan or Metro Plan. The Applicant provided a written statement in response to these Goals (Attachment 2), which Lane County addresses in its separate staff report for the portions of Willamalane’s 2023 Plan outside the UGB and Metro Plan boundary.

**CONCLUSION:** These Goals do not apply within the area subject to Springfield’s approval criteria.

### ***Statewide Land Use Planning Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces***

Finding 13: A 1995 Intergovernmental Agreement between Willamalane and the City of Springfield states that Willamalane: “shall be responsible for preparing, maintaining, and updating a comprehensive parks, recreation, and open space refinement plan for the area within its boundaries, including the City of Springfield and adjacent urbanizable area, for the purposes of meeting Statewide Planning Goal 8 requirements and ensuring long-range public parks, recreation, and open space facilities/services.” The 2023 Plan identifies existing and planned parkland, some of which is considered natural area and/or open space. However, the amendments associated with adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan do not include changes to the adopted and acknowledged Goal 5 inventories or their applicable protection programs.

Finding 14: Springfield conducts inventories of Goal 5 resources and protects its locally significant resources through its own programs. Goal 5 requires local governments to inventory: natural resources (e.g., riparian corridors, wetlands, other water resources, wildlife habitat, minerals, and aggregate sources); energy resources; cultural resources; and natural areas. Goal 5 encourages, but does not require, inventories of: historic resources, open spaces, or scenic views and sites. Of the Goal 5 resources that are locally significant, local governments must develop programs to protect them.

Finding 15: Specific maps depict Springfield’s Goal 5 resources, which have since been adopted via ordinance and acknowledged by the Oregon Land Conservation and Development Commission. Springfield’s adopted inventories are for wetlands, riparian corridors, and historic resources. The Springfield Natural Resources Study evaluates and describes programs for Springfield’s locally significant wetland and riparian Goal 5 resources based on its most recently

acknowledged inventories (Springfield Ordinance 6265, Lane County Ordinance PA 1277), and the Springfield Development Code helps to implement applicable Goal 5 protections. Land managed or developed for Willamalane's projects develops consistent with these programs when occurring within Springfield's Goal 5 resources.

**Finding 16:** Springfield does not have an inventory or protection program for Goal 5 open spaces. Additionally, OAR 660-023-0220(2) does not require local governments to amend acknowledged comprehensive plans to identify new Goal 5 open spaces. The 2023 Plan does not create such an inventory, nor do new regulations for protecting Goal 5-designated open spaces accompany the proposed amendments.

**Finding 17:** The Applicant's written statement (Attachment 2, page 17) notes the 2023 Plan's discussion of the importance of natural area parks. The 2023 Plan identifies natural area parks as a specific type of park based on its classification system (Exhibit A, page 47). This specific typology applies to the level of services assessment component of planning for parks, which attempts to set benchmark standards for measuring whether a park system provides residents adequate access to parks, open spaces, trails, facilities, and more. A separate process applies to adopting inventories and protection programs for natural areas specific to Goal 5. As such, the natural areas component of Goal 5 does not apply to the proposed amendments.

**Finding 18:** The Applicant notes that Goal 5 findings are not required according to OAR 660-023-0250(3):

**OAR 660-023-0250**

**(3)** Local governments are not required to apply Goal 5 in consideration of a PAPA unless the PAPA affects a Goal 5 resource. For purposes of this section, a PAPA would affect a Goal 5 resource only if:

- (a)** The PAPA creates or amends a resource list or a portion of an acknowledged plan or land use regulation adopted in order to protect a significant Goal 5 resource or to address specific requirements of Goal 5;
- (b)** The PAPA allows new uses that could be conflicting uses with a particular significant Goal 5 resource site on an acknowledged resource list; or
- (c)** The PAPA amends an acknowledged UGB and factual information is submitted demonstrating that a resource site, or the impact areas of such a site, is included in the amended UGB area.

**Finding 19:** The 2023 Plan does not elicit OAR 660-023-0250 subsections (a), (b), or (c). With regard to (b), the project sites shown and/or listed in the 2023 Plan are conceptual at this time. At the time any development is proposed, Springfield's existing and acknowledged protection programs for Goal 5 resources would apply, including those at Springfield Development Code 3.3.900 (Historic Overlay District) for historic resources, 4.3.115 (Water Quality Protection) for locally significant riparian corridors that are also water quality limited watercourses, and 4.3.117 (Natural Resource Protection Areas) for locally significant riparian corridors and wetlands.

**Finding 20:** The findings addressing the Environmental Resources and Historic Preservation Elements of the Metro Plan (beginning on pages 23 and 36 of this staff report, respectively)



further describe the consistency between Goal 5 and the 2023 Plan in their intent to protect resources. These findings are incorporated herein by reference.

**CONCLUSION:** While the 2023 Plan emphasizes stewardship of natural resources, it does not directly affect Springfield’s protected Statewide Land Use Planning Goal 5 resources because a site-specific development request does not accompany the amendments. At the time future development occurs to implement the 2023 Plan, Springfield will evaluate consistency with adopted Goal 5 protections under the Springfield Development Code. Accordingly, Springfield remains in compliance with Statewide Land Use Planning Goal 5.

### *Statewide Land Use Planning Goal 6: Air, Water and Land Resources Quality*

Finding 21: The purview of Goal 6 is to encourage State agencies and local governments to consider aligning land use plans, policies, and programs with federal requirements directed at environmental quality programs such as those that address water and air pollution at a basin or water/airshed levels. Goal 6 does not directly apply to the adoption of the 2023 Plan and text amendments to the Metro Plan.

Finding 22: The 2023 Plan does not alter the City’s acknowledged land use programs regarding the control of pollution to protect the quality of Springfield’s air, water, and land resources. The waterbodies shown in the 2023 Plan, some of which are Water Quality Limited Watercourses, are for illustrative purposes to geographically orient map users.

Finding 23: The 2023 Plan identifies path and trail projects that encourage modes of travel and recreation other than driving (e.g., biking, walking, etc.), which are also consistent with the Springfield’s Transportation System Plan. The 2023 Plan also emphasizes the need to provide park and recreation facilities that are a walkable distance for neighborhood residents within its service area. These aspects of the 2023 Plan help reduce greenhouse gas emissions from motor vehicles, which contribute to global warming. As noted by the Applicant, the 2023 Plan lists actions in alignment with Willamalane’s strategy to improve and enhance its sustainability initiatives, which have potential to improve environmental quality:

“‘Action 2.3.a: Limit the [D]istrict’s carbon footprint. Create an internal sustainability plan with measurable goals and action items’ (2023 Plan, [page] 101).

‘Action 2.3.f: Work with local partners to address green infrastructure needs throughout the park system (2023 Plan, [page] 101).’”

**CONCLUSION:** Adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and adopting corresponding text amendments to the Metro Plan can help maintain and improve the quality of the air, water, and land resources in Springfield in conformance with Statewide Land Use Planning Goal 6.

### *Statewide Land Use Planning Goal 7: Areas Subject to Natural Hazards*

Finding 24: Goal 7 focuses on planning for natural hazards such as floods, landslides, earthquakes, tsunamis, and wildfires. The City of Springfield protects people and property from

natural hazards through its various municipal, building, and land use codes and other programs. The 2023 Plan does not alter the City's acknowledged land use programs regarding potential landslide areas and flood management protections. The project locations in the 2023 Plan are conceptual at this time. Project sites will develop in accordance with the City's applicable codes at the time site planning occurs.

**CONCLUSION:** The 2023 Plan itself does not trigger Statewide Land Use Planning Goal 7, but because Springfield remains in compliance with Goal 7, the associated Goal 7 protections will apply at the time site-specific development is proposed to implement the 2023 Plan.

### ***Statewide Land Use Planning Goal 8: Recreational Needs***

Finding 25: Goal 8 focuses on providing adequate recreational facilities and opportunities that meet the needs of current and future residents and visitors. Goal 8 addresses needs for residents in urban areas while balancing the need to protect natural resources and preserve non-urban areas to the extent possible. Guideline A.3 of Goal 8 states that: "Long range plans and action programs to meet recreational needs should be developed by each agency responsible for developing comprehensive plans" (OAR 660-015-0000(8)).

Finding 26: A 1995 Intergovernmental Agreement between the City of Springfield and Willamalane is in place to ensure the agencies will coordinate to provide relevant information to allow each agency to deliver effective services. Specific to recreational needs, the Agreement states that Willamalane and the City: "collaborate in planning for the parks, recreation, and open space needs of the City of Springfield and adjacent urbanizable area." Further, the "City's and District's staffs shall cooperate with each other in achieving the best solutions to the community's public parks, recreation and statewide land use Goal 8 open space needs."

Finding 27: The Agreement further specifies that Willamalane: "shall be responsible for preparing, maintaining, and updating a comprehensive parks, recreation, and open space refinement plan for the area within its boundaries, including the City of Springfield and adjacent urbanizable area, for the purposes of meeting Goal 8 requirements and ensuring long-range public parks, recreation, and open space facilities/services."

Finding 28: Consistent with the Agreement, Willamalane is a special service taxing district with the authorization to purchase, develop, and maintain park facilities.

Finding 29: The Metro Plan identifies Willamalane as the park and recreation service provider for Springfield and its urbanizable area. However, it is the City's role to coordinate the adoption process of Willamalane's Comprehensive Plan and to ensure Willamalane's Plan satisfies the City's overall planning requirements. Willamalane's 2023 Plan updates Willamalane's 2012 Plan as described in the previous findings under Statewide Land Use Planning Goal 2.

Finding 30: Goal 8 recommends inventories to determine recreational needs in the planning area "based on adequate research and analysis of public wants and desires." Priority service areas, demographics, environmental, and fiscal responsibility are considerations accounted for when developing needs assessments, plans, and projects that respond to those needs. Guideline A.5 of Goal 8 states:

*“The State Comprehensive Outdoor Recreation Plan could be used as a guide when planning, acquiring and developing recreation resources, areas and facilities.”*

Finding 31: Pages 20 and 21 of the 2023 Plan note findings from the State Comprehensive Outdoor Recreation Plan and state that it informed Willamalane’s process to create the 2023 Plan. Page 20: “Careful attention was paid to this document to ensure that trends and priorities from that effort are accounted for in the comprehensive plan.”

Finding 32: As demonstrated in the 2023 Plan, the findings under Statewide Land Use Planning Goal 1, and in the Applicant’s written statement under Goal 8 (Attachment 2, pages 18 through 21), the 2023 Plan thoroughly addresses the various required and recommended aspects of Goal 8:

Goal 8, Guideline 1 (previously noted) and Guideline 2:

*“An inventory of recreation needs in the planning area should be made based upon adequate research and analysis of public wants and desires.”*

*“An inventory of recreation opportunities should be made based upon adequate research and analysis of the resources in the planning area that are available to meet recreation needs.”*

The projects in the 2023 Plan, some of which are shown on pages 15 and 16 of this staff report, reflect much evaluation of the:

- community’s expressed needs (as summarized in the findings under Statewide Land Use Planning Goal 1, incorporated herein by reference; as further detailed in the 2023 Plan: Section 4 and Appendices 1, 7, 9)
- national, state, and local trends for parks and recreation services (2023 Plan, Section 3 and Appendices 2, 5)
- opportunities and strengths of existing recreation programs (2023 Plan, Appendix 1)
- types and qualities of existing parks, facilities, trails, and natural areas (2023 Plan, Sections 5, 6, 7 and Appendices 8, 9)
- current and needed levels of service (2023 Plan, Section 6 and Appendices 8, 9)
- funding (types and amount) needed to provide services through adequate operations and other administrative considerations (2023 Plan: Sections 8, 9 and Appendices 9, 11)

Goal 8, Guideline 4:

*“The planning for lands and resources capable of accommodating multiple uses should include provision for appropriate recreation opportunities.”*

Willamalane’s comprehensive plan has served as the park and recreation component of land use planning for the Springfield area. The previous version of Willamalane’s Park and Recreation Comprehensive Plan was adopted as a refinement to the regional Metro Plan. This 2023 Plan will become an adopted element of the Springfield Comprehensive Plan.



Springfield’s plan designations and land use districts identify land specifically for parks, recreational facilities, and open space uses. Additional land use districts can allow park-based uses if the use meets certain criteria and development requirements in the Springfield Development Code. The 2023 Plan will operate under this land use planning framework in its implementation of strategies and actions for acquiring, developing, improving, and managing parks, natural areas, walking and biking trails, recreation facilities and program opportunities within the planning area over the next 20 years. Willamalane’s Plan demonstrates that Willamalane plans for “appropriate recreation opportunities” not only with the type and amount of projects in the 2023 Plan but in the process used to inform the Plan and in how Willamalane Plans to administratively carry them out:

Appendix 11 [of the 2023 Plan]: Project List and Phasing Plan, identifies 118 capital projects prioritized into short-term (1-5 years), mid-term (6-10 years), and long-term (11+ years) phases, as well as ongoing project priorities to be implemented as opportunities arise. Higher priority actions include projects that address more pressing needs or provide a broader community benefit. The projects are organized in the following categories:

- (11) Future park planning and design projects
- (29) Existing park level of service expansion projects
- (9) Existing park minor upgrade projects
- (5) New parks development in high-priority growth area projects
- (22) Acquisition projects
- (28) Trail projects
- (6) Building facility projects
- (8) Coordination with partners projects

Section 10 of the 2023 Plan: Implementing the Park and Recreation Comprehensive Plan, includes best practices for implementing the 2023 Plan given appropriate community engagement, transparent decision-making, and sufficient resources. These practices include:

- Establishing internal task force groups specific to individual objectives and action items
- Applying performance measures to assess District progress toward meeting the comprehensive plan goals
- Annual progress reporting, quarterly implementation review, quarterly reporting on master plan status, and regular reporting to the public to feature accomplishments and project status

The strategies and actions that are intrinsically tied to the projects in the 2023 Plan are derived from the following comprehensive plan goals (2023 Plan, [page] 95):

- Goal 1: Continue to operate the district at a nationally accredited [Commission for Accreditation of Park and Recreation Agencies] standard
- Goal 2: Provide a safe and equitable system of parks and natural areas
- Goal 3: Provide an easily accessed and connected system of paths and trails

- Goal 4: Provide access to high-quality and affordable recreation facilities
- Goal 5: Strive for a high standard of care for the maintenance of parks, trails, and facilities across the district
- Goal 6: Offer recreation programs and services that respond to district needs and encourage healthy lifestyles
- Goal 7: Be a responsible steward of district resources and partnerships

Goal 8, Guideline 7:

*“Planning and provision for recreation facilities and opportunities should give priority to areas, facilities and uses that:*

- (a) Meet recreational needs requirements for high density population centers,*
- (b) Meet recreational needs of persons of limited mobility and finances,*
- (c) Meet recreational needs requirements while providing the maximum conservation of energy both in the transportation of persons to the facility or area and in the recreational use itself,*
- (d) Minimize environmental deterioration,*
- (e) Are available to the public at nominal cost, and*
- (f) Meet needs of visitors to the state.”*

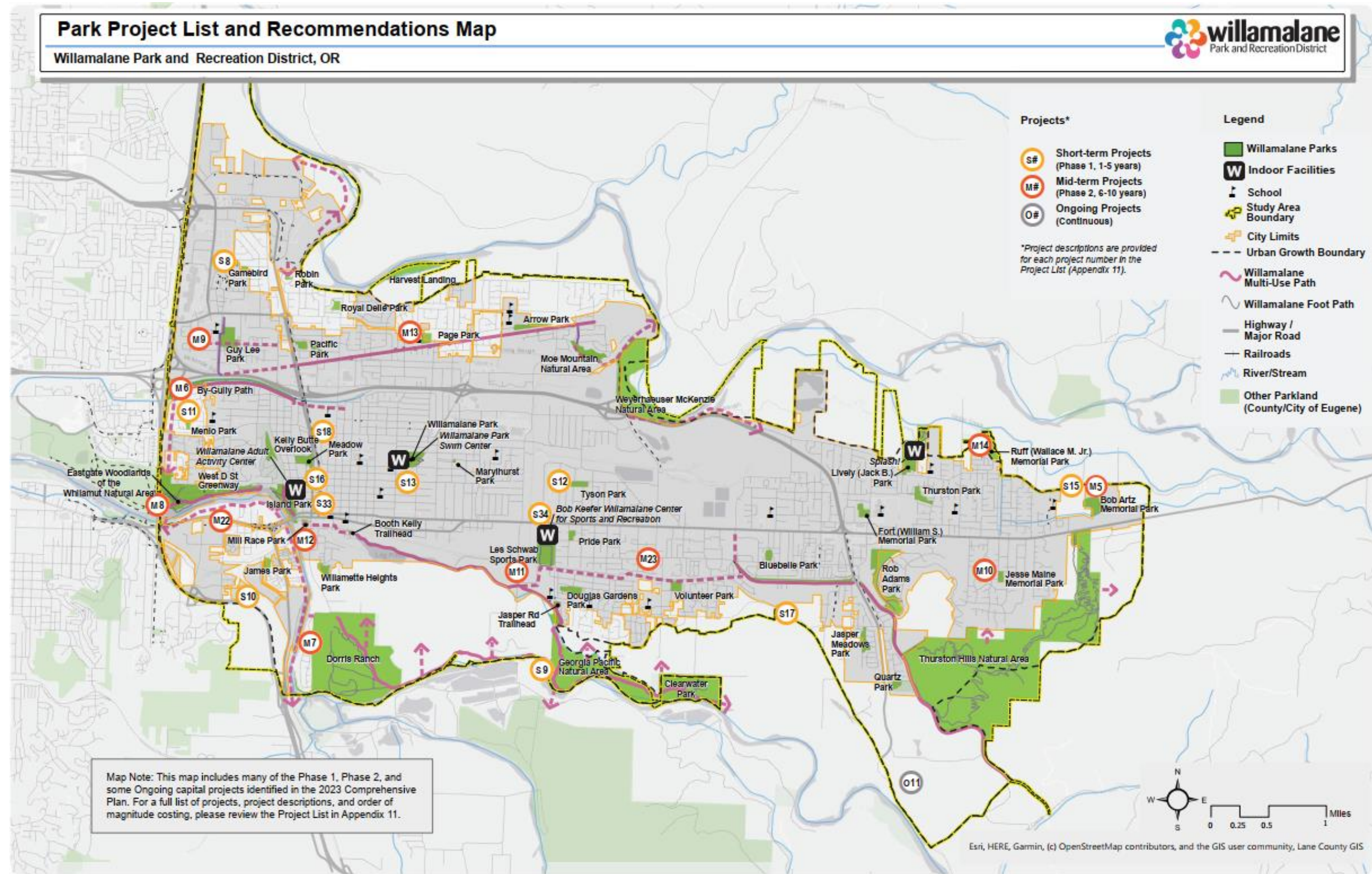
The findings for the Metro Plan’s Transportation and Energy Elements address parts (c) and (d) and are incorporated herein by reference. Consistent with parts (a) and (b), the 2023 Plan identified gaps and opportunities in Willamalane’s district service area based on the concentration of Springfield’s population, based on areas that are severely lacking convenient and safe access or present significant barriers to getting to a park or recreation facility (2023 Plan, pages 61-64), and based on socioeconomic analysis to understand who lives in these areas (2023 Plan Appendix 3: Demographic Profile, Appendix 6: Community Outreach Strategy, Appendix 8: Level of Service Assessment). The 2023 Plan’s emphasis on defining high priority walkable access areas that are informed by where barriers to access exist (2023 Plan, pages 11, 12, 60-64) also helps to address part (b). Strategies in the 2023 Plan identify ways Willamalane can support people with limited finances- also in direct alignment with part (e), including:

- Strategy 2.1.a: Prioritize investment to increase overall equity in planning and delivering park improvements (2023 Plan, page 98)
- Strategy 2.1.b: Increase levels of service in high priority areas by infilling amenities and recreation components where opportunities exist (2023 Plan, page 98)
- Strategy 2.1.o: Proactively work with the community and partners to plan and design for future park and trail projects: McKenzie River Boat Access, Jack B. Lively Memorial Park Design, Rob Adams Park, Weyerhaeuser-McKenzie Natural Area (2023 Plan, page 99)
- Strategy 2.1.p: Update and expand existing parks in high priority areas to improve level of service, including: Bob Artz Memorial Park, By-Gully Pocket Park, Dorris Ranch, Eastgate Woodlands of the Whilamut Natural Area, Guy Lee Park, Jesse Maine Memorial Park, Les Schwab Sports Park, Mill Race Park, Page Park, Wallace M. Ruff Jr. Memorial Park (2023 Plan, page 99)

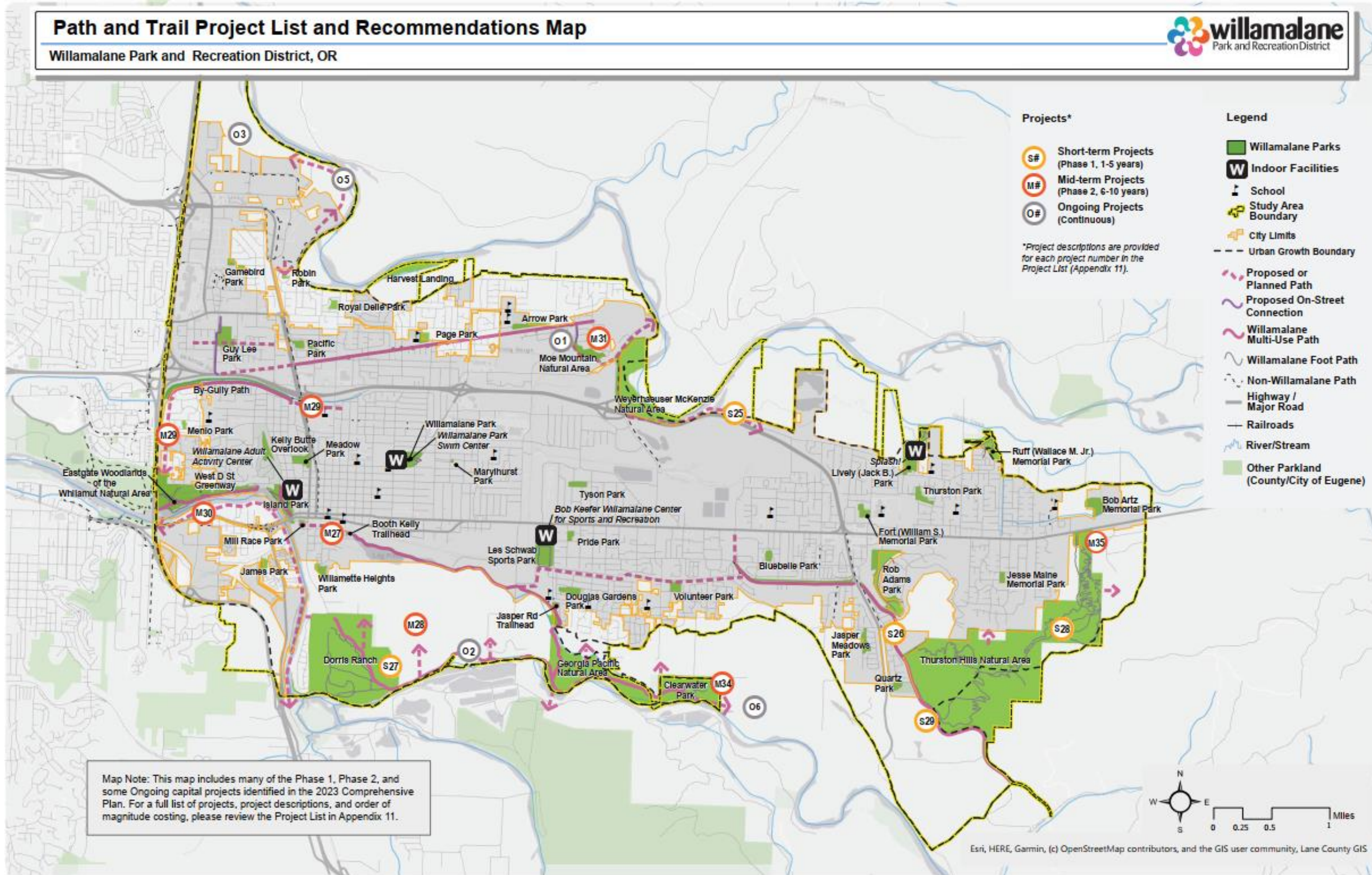
- Strategy 2.1.r: Update existing parks and add new recreational experiences within existing parks to improve level of service in high priority areas, including: Clearwater Park, Douglas Gardens Park, Island Park, Jasper Meadows Park, Kelly Butte Overlook, Lively (Jack B.) Park, Marylhurst Park, Pacific Park, Rob Adams Park, Volunteer Park, Weyerhaeuser-McKenzie Natural Area, Willamette Heights Park (2023 Plan, page 99)
- Strategy 2.2.a: Add park space to help ensure all district residents live within a 10-minute or one-half mile walk of an adequate or high performing park (2023 Plan, page 100)
- Strategy 2.2.b: Increase park acreage to meet adopted standards for pocket, neighborhood, community, sports and other parkland (2023 Plan, page 100)
- Strategy 2.2.h: Work with TEAM Springfield partners to explore feasibility of developing an urban plaza downtown per the City's Downtown District Urban Design Plan (2023 Plan, page 100)
- Strategy 3.1.c: Work with partners to improve on-street bike and pedestrian connections, especially when improving safe access to parks and riverfronts and formalizing on-street connections in the trail system (2023 Plan, page 102)
- Strategy 3.1.g: Work with partners to design and provide additional safe crossings for pedestrians and bikes across significant barriers such as waterways, railroads, and busy roads. Specifically, to improve north/south access to rivers and existing trails, east/west access between Thurston and central Springfield, and to expand service to priority neighborhoods (2023 Plan, page 102)
- Strategy 6.1.a: Expand programs and activities for individuals with visible and invisible disabilities in partnership with Inclusion Services (2023 Plan, page 107)
- Strategy 6.1.b: Address inactivity and obesity rates among community members through low-cost programs and activities; consider offering free health and fitness programs in neighborhood during spring, summer, and fall.
- Strategy 6.1.i: Expand scholarships and opportunities to meet the needs of lower-income community members.
- Strategy 7.1.b: Prioritize marginalized communities, encouraging access to free and low-cost programs for [D]istrict families (2023 Plan, page 107)

**CONCLUSION:** The 2023 Plan (if implemented as stated), and therefore adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and adopting corresponding text amendments to the Metro Plan, will together satisfy the recreational needs of residents and visitors as required by Statewide Land Use Planning Goal 8.











### ***Statewide Land Use Planning Goal 9: Economic Development***

**Finding 33:** Previous Springfield Comprehensive Plan amendments in 2016 (Springfield Ordinance 6361 and Lane County Ordinance PA 1304) expanded the Springfield UGB and Metro Plan boundary to include employment land and land intended for parks, recreation, and natural resources. Plan designations of each type were assigned on a property-specific basis. The Oregon Land Conservation and Development Commission approved the expansion and corresponding Plan amendments in March 2019 (Approval Order 19-UGB-001900), thereby acknowledging the amendments.

**Finding 34:** The ordinances associated with adoption of the Springfield Comprehensive Plan resulted in adoption of the Commercial and Industrial Buildable Lands Inventory (CIBL) and Economic opportunities Analysis (EOA) as a Technical Supplement to Springfield’s Comprehensive Plan. This UGB expansion intended to allow Springfield to meet its long-term needs for employment based on the findings of the CIBL and EOA. The CIBL and EOA identified specific types of land suitable for meeting Springfield’s employment needs. The UGB and Metro Plan boundary, and the additional property designations within them, were established as such.

**Finding 35:** The EOA is based on 2004 Metro Plan designations and includes lands with the following designations: Campus Industrial, Commercial Mixed Use, Heavy Industrial, High Density Residential Mixed Use, Light Medium Industrial, Light Medium Industrial Mixed Use, Major Retail Center, Medium Density Residential Mixed Use, Mixed Use, and Special Heavy Industrial. The EOA excluded the following designations: Government and Education, Parks and Open Space, Natural Resources, Agriculture, and Forest Land.

**Finding 36:** Willamalane owns no land within the following plan designations in effect at the time of the CIBL/EOA<sup>7</sup>: Campus Industrial, Commercial Mixed Use, Heavy Industrial, Light Medium Industrial Mixed Use, Major Retail Center, Medium Density Residential Mixed Use, Mixed Use, or Special Heavy Industrial. In addition to public- and open space-based land under Willamalane’s ownership, Willamalane owns two parcels zoned Light Medium Industrial. These properties are used for Willamalane’s Parks Services building and grounds. Accordingly, they were not factored into the inventory used in Willamalane’s 2023 Plan to inform its level of service assessments and project list.

**Finding 37:** The projects identified in the 2023 Plan do not limit Springfield’s ability to meet additional employment needs. Their conceptual locations as compared to the sites identified as potentially redevelopable in the EOA do not conflict. Moreover, the UGB expanded specifically to accommodate the specific types of employment land of which Springfield was deficient. Those properties are designated Urban Holding Area-Employment. Land for parks was added under a separate plan designation of Public/Semi-Public, and the additional land designated Natural Resource may also accommodate limited recreational uses.

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<sup>7</sup> As of March 1, 2024, Springfield now has its own Comprehensive Plan Map. This Map clarified the Metro Plan designations by assigning property-specific Plan designations. Some Plan designations were renamed for simplification but retained their intent and function.



**CONCLUSION:** Springfield remains in compliance with Statewide Land Use Planning Goal 9 to provide adequate opportunities for a variety of economic activities vital to the health, welfare, and prosperity of Springfield’s residents.

### ***Statewide Land Use Planning Goal 10: Housing***

Finding 38: Similar to Goal 9, Goal 10 establishes a process for local governments to conduct land inventories and to accommodate needed development. Goal 10’s focus is on ensuring communities provide enough needed housing units through supplying residential land and promoting housing of various types that that is readily available to a range of price points.

Finding 39: In August 2011, the Oregon Land Conservation and Development Commission acknowledged the Springfield 2030 Refinement Plan Residential Land Use and Housing Element. This Element is part of the Springfield Comprehensive Plan. This Element also supplements and refines the Residential Land Use and Housing Element of the Metro Plan, which also applies to land use planning for housing in Springfield. The 2023 Plan and associated amendments do not change the goals and policies therein, nor do they propose to redesignate property and therefore do not affect the Buildable Lands Inventory.

Finding 40: Springfield’s Residential Land and Housing Needs Analysis (RLHNA), adopted along with the Springfield 2030 Residential Land Use and Housing Element by Springfield (Ordinance 6268) and Lane County (Ordinance PA 1274), address Goal 10. These are the officially adopted sources Springfield must use to determine Goal 10 compliance until Springfield updates the Housing Capacity Analysis. Adopting the 2023 Plan and associated amendments does not entail a change to property-specific plan designations. Accordingly, the 2023 Plan does not directly affect the inventory of residential lands.

Finding 41: Willamalane’s 2023 Plan uses 2020 data from the Population Research Center at Portland State University as basis for its population estimates and projected level of service needs.<sup>8</sup> The Population Research Center estimates the population within the Springfield UGB will grow to 75,159 residents by 2035. The analysis in the 2023 Plan should reflect a more accurate representation of the recreational needs for the population within Springfield’s UGB as compared to that used for Springfield’s RLHNA done in 2009 for the Springfield’s 2030 Residential Land Use and Housing Element. In 2009, the coordinated population forecast for Lane County determined Springfield would be home to 81,608 residents by 2030. The population data used to inform Willamalane’s recreational needs assessment do not exceed the needed capacity for residential land anticipated by Springfield’s adopted RLHNA.

**CONCLUSION:** Adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and amending the Metro Plan text to reflect this action allows Springfield to remain in compliance with Statewide Land Use Planning Goal 10 to provide for the housing needs of Oregon’s citizens.

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<sup>8</sup> Springfield is now required to use the Population Research Center’s data.

### **Statewide Land Use Planning Goal 11: Public Facilities and Services**

**Finding 42:** Goal 11 requires Springfield to plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban development. Pursuant to OAR 660-011-0020(2), a public facility plan must identify significant public facility projects which are to support the land uses designated in the acknowledged comprehensive plan. The Eugene-Springfield Metropolitan Area Public Facilities and Services Plan (PSFP) and the Springfield 2035 Transportation System Plan are the City’s acknowledged public facilities and transportation system plans that inform infrastructure investments (i.e., water, stormwater, wastewater, transportation, and electricity) in Springfield. Parks and recreation facilities are not components of a PSFP required by Goal 11. The findings beginning on page 33 of this staff report address consistency with the Metro Plan to further address public facilities and services. The Goal 12 findings below further address transportation planning.

**CONCLUSION:** Goal 11 does not apply to the 2023 Plan or associated amendments.

### **Statewide Land Use Planning Goal 12: Transportation**

**Finding 43:** The Transportation Planning Rule (OAR 660-012-0060) implements Goal 12. OAR 660-012-0060 requires a local government to establish mitigation measures if an amendment to an acknowledged functional plan, comprehensive plan, or land use regulation would “*significantly affect an existing or planned transportation facility.*” Subsections (1)(a)-(c) determine whether an amendment significantly affects a transportation facility.

**Finding 44:** An amendment to an acknowledged comprehensive plan “significantly affects” a transportation facility under Subsection 1(a) if it: “*Change[s] the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan).*” Adopting Willamalane’s 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and amending the Metro Plan text to reflect this adoption do not change any functional classification under OAR 66-012-0060(1)(a) as demonstrated in the findings beginning on page 29 of this staff report that respond to consistency with the Metro Plan.

**Finding 45:** An amendment to an acknowledged comprehensive plan “significantly affects” a transportation facility under Subsection 1(b) if it: “*Change[s] standards implementing a functional classification system.*” The amendments do not change the City’s standards for implementing its functional classification system under OAR 66-012-0060(1)(b) as demonstrated in the findings beginning on page 29 of this staff report that respond to consistency with the Metro Plan.

**Finding 46:** Under Subsection (1)(c), an amendment to an acknowledged comprehensive plan “significantly affects” a transportation facility if it: (A) *results in types or levels of travel or access inconsistent with the functional classification of a transportation facility;* (B) *degrades the performance of a transportation facility such that it would not meet performance standards identified in the TSP or comprehensive plan;* or (C) *degrades the performance of a transportation facility that is otherwise projected to not meet the performance standards in the TSP or comprehensive plan.* To determine whether the amendments “significantly affect” a transportation facility within the meaning of (1)(c), a local government should compare the most traffic-generative use reasonably allowed under current land use requirements with the most

traffic-generative use reasonably allowed under the amendments. Adopting Willamalane’s 2023 Plan and amending the Metro Plan to reflect its adoption does not change the uses that the Springfield Development Code allows outright, conditionally allows, or prohibits. The amendments do not change the most traffic-generative uses reasonably allowed. Accordingly, the amendments do not result in any of the effects described under (A)-(C).

Finding 47: OAR Chapter 660, Division 12 includes provisions adopted under the “Climate Friendly and Equitable Communities” rules adopted and certified effective on August 17, 2022, as amended in November 2023. The provisions affecting Springfield’s Transportation System Plan (TSP) are not yet operative for the City of Springfield under OAR 660-012-0012, either because they apply at a future date or only upon amendment to Springfield’s TSP. Amendments to Springfield’s TSP do not accompany the amendments that are part of the adoption package. For the projects outside the applicable areas of the TSP but within Springfield’s UGB expansion areas, Springfield will update its TSP as part of required periodic review or under the OAR Chapter 660, Division 12 rules. Future TSP amendments may include pedestrian-oriented projects identified in Willamalane’s 2023 Plan to the extent consistent with Goal 12 at that time. Accordingly, the remaining provisions of OAR Chapter 660, Division 12, are not applicable.

**CONCLUSION:** Adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and adopting corresponding text amendments to the Metro Plan do not “significantly affect” an existing or planned transportation facility under OAR 660-012-0060(1)(a), (b), or (c). These actions thus comply with OAR 660-012-0060 and Goal 12 requirements to provide and encourage a safe, convenient, and economical transportation system.

### ***Statewide Land Use Planning Goal 13: Energy Conservation***

Finding 48: Goal 13 is directed at prioritizing land uses that maximize and conserve all forms of energy based on sound economic principles. Goal 13 provides guidelines for developing local energy and waste programs and policies and provides guidelines for using land efficiently through infill—particularly near major streets—while considering building and site designs that conserve energy and minimize the depletion of non-renewable sources of energy. Goal 13 does not establish specific requirements applicable to adoption of the 2023 Plan.

Finding 49: Though park and recreation facilities are generally considered open space, these facilities complement and serve community members who are near them. The findings addressing the Transportation Element of the Metro Plan beginning on page 29 of this staff report are incorporated herein by reference, as they describe the 2023 Plan’s emphasis on providing facilities that are safe, convenient, and comfortable to get to by ways other than driving.

Finding 50: Willamalane’s 2023 Plan includes a strategy to improve and enhance the District’s sustainability initiatives. The strategy includes actions that support the intent of Goal 13. The findings on page 37 of this staff report that address consistency with the Metro Plan’s Energy Element list these actions and are incorporated herein by reference.

**CONCLUSION:** Adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and adopting corresponding text amendments to the Metro Plan are consistent with Statewide Land Use Planning Goal 13 to conserve energy.



### ***Statewide Land Use Planning Goal 14: Urbanization***

Finding 51: The focus of Goal 14 is on establishing urban growth boundaries (UGBs) and on using land efficiently within them through orderly and logical growth patterns. The Oregon Land Conservation and Development Commission acknowledged Springfield’s UGB expansion in 2019. Willamalane is the designated park and recreation service provider within Springfield’s urbanizable area. The planning (“study”) area for the 2023 Plan encompasses the Springfield UGB and Willamalane’s district boundary, which extends outside the UGB in certain areas as shown on pages 15 and 16 of this staff report. The portions outside the UGB must meet Lane County’s requirements for rural land uses. The operation and development of Willamalane’s facilities within Springfield’s UGB must meet Springfield’s land use requirements as prescribed in the Springfield Comprehensive Plan and as specified in the Springfield Development Code. Developed areas annexed by Springfield become automatically annexed into Willamalane’s district.

**CONCLUSION:** Accordingly, the City remains in compliance with Statewide Land Use Planning Goal 14 to provide for an orderly and efficient transition from rural to urban land, to accommodate urban population and urban employment inside Springfield’s UGB, to ensure efficient use of land, and to provide for livable communities.

### ***Statewide Land Use Planning Goal 15: Willamette River Greenway***

Finding 52: Goal 15 aims to protect, conserve, enhance, and maintain the natural scenic, historical, agricultural, economic, and recreational qualities of lands along the Willamette River. The acknowledged Springfield Comprehensive Plan Map shows the Willamette River Greenway boundary as previously reflected in the Metro Plan Diagram.

Finding 53: With regard to Goal 15’s directive, particularly its Use Management Considerations and Requirements, the projects generally identified in the area of the Willamette River Greenway may be determined to be water-related, water-dependent, and/or propose to enhance and better-maintain vegetation along the Greenway to protect its scenic and natural values such as maintaining or improving water quality and preserving places for wildlife. While public access to the Willamette River is proposed to continue as part of the 2023 Plan, this access is also encouraged by Statewide Land Use Planning Goal 15 (part C.3.c).

Finding 54: Willamalane has several current and proposed parks and properties within the Willamette River Greenway as detailed in the findings responding to the Metro Plan’s Willamette River Greenway, River Corridors and Waterways Element beginning on page 26 of this staff report. The findings in response to the Metro Plan’s Willamette River Greenway, River Corridors and Waterways Element partially address Statewide Land Use Planning Goal 15 and are incorporated herein by reference.

Finding 55: Willamalane’s properties and any future projects resulting from adoption of the 2023 Plan must conform to the requirements of the Springfield Development Code that are in place to protect land and other resources within the Willamette Greenway boundary (e.g., Discretionary Use review). At that time, project- and site-specific development, upon future implementation of the 2023 Plan, can further detail site-specific strategies.

**CONCLUSION:** Adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and adopting corresponding text amendments to the Metro Plan are actions consistent with Statewide Land Use Planning Goal 15. The City remains in compliance with Goal 15.

***Statewide Land Use Planning Goals 16-19: Estuarine Resources, Coastal Shorelands, Beaches and Dunes, Ocean Resources***

Finding 56: These Goals do not apply to the 2023 Plan or associated amendments. Land within the boundary of Willamalane’s 2023 Plan is outside of Oregon’s coastal areas to which Goals 16-19 apply.

**CONCLUSION:** The 2023 Plan, adopting it as the Recreation Element of the Springfield Comprehensive Plan, and amending text of the Metro Plan to reflect this action, are actions consistent with the applicable Statewide Land Use Planning Goals based on the aforementioned findings and thus meet the criteria at SDC 5.14.135(A) and LC 12.300.030.A.

***Consistency with Plans (SDC 5.14.135(B); LC 12.300.030.B):***

- (1) In those cases where the Metro Plan applies, adoption of the amendment shall not make the Metro Plan internally inconsistent (SDC 5.14.135(B)(1))***
- (2) In those cases where the Springfield Comprehensive Plan applies, the amendment shall be consistent with the Springfield Comprehensive Plan (SDC 5.14.135(b)(2))***

Upon adoption of Willamalane’s 2023 Plan, this Plan will serve as the Springfield Comprehensive Plan’s Recreation Element. The Springfield Comprehensive Plan currently contains the following elements:

- Economic Element (replaces the Metro Plan’s Economic Element)
- Residential Land Use and Housing Element (replaces the Findings of the Metro Plan’s Metropolitan Residential Land Use and Housing Element but supplements, refines, and supports the Metro Plan’s associated goals and policies)
- Transportation Element (adopted as Springfield’s local Transportation System Plan but does not replace regional transportation plans)
- Urbanization Element (replaces Sub-Chapters II.C: Growth Management Goals, Findings and Policies, and II.E: Urban and Urbanizable Land, of the Metro Plan)

***(1) In those cases where the Metro Plan applies, adoption of the amendment shall not make the Metro Plan internally inconsistent***

Finding 57: Relevant policies of the Metro Plan’s ***Metropolitan Residential Land Use and Housing Element*** are:

*Policy A.3: Provide an adequate supply of buildable residential land within the UGB for the 20-year planning period at the time of Periodic Review.*

*Policy A.12: Coordinate higher density residential development with the provision of adequate infrastructure and services, open space, and other urban amenities.*

*Policy A.35: Coordinate local residential land use and housing planning with other elements of this plan, including public facilities and services, and other local plans, to ensure consistency among policies.*

The findings under Statewide Land Use Planning Goal 10 are incorporated herein by reference that the amendments are consistent with Metro Plan Policy A.3, as these findings discuss the planning documents that address planning for residential land use and housing adopted as part of Springfield’s most recent periodic review.

Regarding Policies A.12 and A.35, planning for residential land uses, housing, and the uses and facilities that support them is coordinated among the Metro Plan, Springfield Comprehensive Plan, and other topic-specific and functional plans, including Willamalane’s comprehensive planning efforts. The Metro Plan recognizes Willamalane as the park and recreation service provider for the Springfield area, and the text amendment to the Metro Plan further clarifies this distinction. These various aspects of land use planning and public services work together to ensure the Metro Plan is not internally inconsistent. The findings addressing Statewide Land Use Planning Goals 8 (Recreational Needs), 10 (Housing), and 12 (Transportation); the findings addressing the Public Facilities and Services Element of the Metro Plan; and the Transportation Elements of the Metro Plan and Springfield Comprehensive Plan demonstrate consistency with the Metro Plan Policies listed above.

Finding 58: The Metro Plan’s **Environmental Resources Element** addresses natural assets and natural hazards. This Element states:

*“The natural environment adds to the livability of the metropolitan area. Local awareness and appreciation for nature and the need to provide a physically and psychologically healthy urban environment are reasons for promoting a compatible mix of nature and city. Urban areas provide a diversity of economic, social, and cultural opportunities. It is equally important to provide diversity in the natural environment of the city. With proper planning, it is possible to allow intense urban development on suitable land and still retain valuable islands and corridors of open space. Open space may reflect a sensitive natural area, such as the floodway fringe, that is protected from development. Open space can also be a park, a golf course, a cemetery, a body of water, or an area left undeveloped within a private commercial or residential development. Agricultural and forested lands on the fringe of the urban area, in addition to their primary use, provide secondary scenic and open space values” (page III-C-1).*

The Applicant also discusses the natural environment as part of Goal 5 given that the 2023 Plan identifies natural area parks:



“The 2023 Plan defines a Natural Area Park as ‘managed for both recreational use and natural values. They provide opportunities for nature-based recreation, such as wildlife viewing, hiking, jogging, bicycling, and nature photography. These parks provide opportunities for experiencing nature close to home and protect valuable natural resources and wildlife. They are of sufficient size to protect resource[s] and accommodate passive recreation’ (2023 Plan, [page] 49).

Section 5 of the Plan includes two findings that address the significance and importance of natural areas:

‘There has been significant growth in natural areas, from 186 acres of natural area and no dedicated natural resource staff in 2012 to well over 800 acres of natural areas and two full-time staff dedicated to planning and managing these areas’ (2023 Plan, [page] 91).

‘Natural areas are important to the community, and there are unique opportunities to acquire and preserve additional parkland for this purpose’ (2023 Plan, [page] 91).

Section 5 of the Plan includes two actions focused on natural areas:

‘Action 2.1.f: Look for opportunities to expand habitat and provide natural area supporting amenities within developed parks. This could include, green infrastructure, expanding urban forest, short nature trails, nature play elements, and/or signage and interpretation’ (2023 Plan, [page] 97).

‘Action 2.2.f: Look for opportunities to acquire land to support improved capacity and access to existing natural areas including: Harvest Landing, Thurston Hills Natural Area, Willamette Heights, and Georgia Pacific Natural Area’ (2023 Plan, [page] 99).”

The Applicant notes a strong connection exists between Willamalane’s 2023 Plan and the following Goals of the Environmental Resources Element:

*Goal 1: Protect valuable natural resources and encourage their wise management, use, and proper reuse.*

*Goal 2: Maintain a variety of open spaces within and on the fringe of the developing area.*

The Applicant further states that the following policies of the Element relate to the 2023 Plan, and goes on to cite strategies, actions, and projects in the 2023 Plan that are consistent with this Element:

*Policy C.5: Metropolitan goals relating to scenic quality, water quality, vegetation and wildlife, open space, and recreational potential shall be given a higher priority than timber harvest within the urban growth boundary.*

*Policy C.21: When planning for and regulating development, local governments shall consider the need for protection of open spaces, including those characterized by significant vegetation and wildlife. Means of protecting open space include but are not limited to outright acquisition, conservation easements, planned unit development ordinances, streamside protection ordinances, open space tax deferrals, donations to the public, and performance zoning.*

As stated by the Applicant:

“Willamalane owns 1,630 acres of land and 45 facilities within the District boundary, including six parks classified as Natural Area Parks (2023 Plan, [page] 47 Table 9B; 2023 Plan, [page] 51, Table 9C).<sup>9</sup>”

“Plan Strategy 5.2 involves proactively managing existing natural areas and supports the goals and policies in the Environmental Resources Element of the Metro Plan (2023 Plan, [page] 106).” Associated actions are:

- Action 5.2.a: Continue to collaborate with and foster positive relationships with community partners, local tribes, and American Indian and Alaska Native community members to manage and maintain Willamalane’s natural areas (2023 Plan, [page] 106).
- Action 5.2.b: Develop management plans for natural areas that [currently do not] have plans in place (2023 Plan, [page] 106)
- Action 5.2.c: Develop annual work plans for effective management of natural areas (2023 Plan, [page] 106).
- Action 5.2.d: Increase and sustain resources and staffing to account for prior and future natural area acquisitions, using comparable agencies as benchmarks (2023 Plan, [page] 106).
- Action 5.2.e: Work with partners to enhance habitat and public access to non-Willamalane properties, including: Maple Island Slough, Cedar Creek, Bureau of Land Management property, Lane County property, TEAM Springfield property, McKenzie River and Willamette River (2023 Plan, [page] 106).
- Action 5.2.f: Update Willamalane’s Natural Area Management Plan to incorporate natural areas acquired since the plan was created. This plan should identify priority habitats and opportunities for future expansion (2023 Plan, [page] 105).”

“In addition, the 2023 Plan includes twenty-five projects specifically related to acquiring and developing Natural Area Parks, included below and in Appendix 11 of the 2023 Plan:

- Project S2 Dorris Ranch (Master Plan)
- Project S9 Georgia Pacific Natural Area (Improve)
- Project S23 Moe Mountain Natural Area (Acquisition)
- Project S24 Thurston Hills Natural Area (Acquisition)

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<sup>9</sup> Eastgate Woodlands of the Whilamut Natural Area, Georgia Pacific Natural Area, Harvest Landing, Moe Mountain Natural Area, Thurston Hills Natural Area, Weyerhaeuser-McKenzie Natural Area (2023 Plan, page 47).

- Project S25 McKenzie River Multi-use Path (Improve)
- Project S27 Gary Walker Trail System at Dorris Ranch (Improve)
- Project S28 Thurston Hills Natural Area (Improve)
- Project S29 Thurston Hills Natural Area South Trailhead (Improve)
- Project M4 Weyerhaeuser-McKenzie Natural Area (Master Plan)
- Project M5 Bob Artz Memorial Park (Improve)
- Project M8 Eastgate Woodlands of the Whilamut Natural Area (Expansion)
- Project M24 Harvest Landing (Acquisition)
- Project M25 New Park in Area J (Acquisition)
- Project M30 Glenwood Riverfront Multi-use Path West (Improve)
- Project M31 Moe Mountain Natural Area Multi-use Path Construction (Improve)
- Project M33 Bridge to Howard Buford Recreation Area (Connect)
- Project M35 Thurston Hills Natural Area North Trailhead (Improve)
- Project L1 Clearwater Park (Improve)
- Project L11 Weyerhaeuser-McKenzie Natural Area (Expansion)
- Project L17 Glenwood Riverfront Multi-use Path South (Improve)
- Project L18 Glenwood Riverfront Multi-use Path West (Improve)
- Project O4 Thurston Hills Natural Area Expansion
- Project O7 Thurston Hills Natural Area (Acquisition)
- Project O8 Willamette Heights (Acquisition)
- Project O9 Booth Kelly/Mill Pond Park (Improve)
- Project O10 Glenwood Riverfront (Acquisition)
- Project O11 Jasper Meadows Wetland Park [Acquisition]
- Project O18 South Jasper Natron Wetland Park [Acquisition]
- Project O19 McKenzie Riverfront & Cedar Creek [Acquisition]”

The findings under Statewide Land Use Planning Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources are incorporated herein by reference as further support for consistency with the Metro Plan’s Environmental Resources Element. Lane County’s staff report, prepared separately, addresses the Agricultural and Forest Lands components of Statewide Land Use Planning Goals 3 and 4, which apply outside the Springfield urban growth boundary and Metro Plan boundary. Based on these findings, adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and adopting corresponding text amendments to the Metro Plan are actions consistent with the Environmental Resources Element of the Metro Plan.

Finding 59: The Metro Plan’s ***Willamette River Greenway, River Corridors, and Waterway Element*** is in place to help protect, conserve, and enhance the natural, scenic, environmental, and economic qualities of river and waterway corridors. Policies relevant to adopting the 2023 Plan are:



*Policy D.2: Land use regulations and acquisition programs along river corridors and waterways shall take into account all the concerns and needs of the community, including recreation...*

*Policy D.3: Eugene, Springfield, and Lane County shall continue to cooperate in expanding water-related parks and other facilities, where appropriate, that allow access to and enjoyment of river and waterway corridors.*

*Policy D.4: ... Springfield's efforts to improve the scenic quality of its Millrace should be encouraged.*

*Policy D.8: Within the framework of mandatory statewide planning goals, local Willamette River Greenway plans shall allow a variety of means for public enjoyment of the river, including public acquisition areas ...*

*Policy D.9: Local and state governments shall continue to provide adequate public access to the Willamette River Greenway.*

As stated by the Applicant:

“Two rivers border [Springfield], thus river access and river corridor protection, conservation, and enhancement are key elements of the proposed 2023 Plan. Willamalane currently operates two parks along the main stem of the Willamette River.<sup>10</sup> Three additional parks are located along the middle fork of the Willamette River.<sup>11</sup> Two parks are located on the McKenzie River.<sup>12</sup> In addition, Willamalane operates multi-use facilities paths along the Willamette River.<sup>13</sup>

The 2023 Plan includes twenty-four projects that support the Metro Plan Willamette River Greenway, River Corridor, and Waterway Element's goals and policies by improving and enhancing access to rivers and waterways through park, bridge, and multi-use path design, development, and acquisition (2023 Plan, Appendix 11):

- Project S4 Island Park Design
- Project S7 West D St. Greenway Master Plan
- Project S9 Georgia Pacific Natural Area
- Project S25 McKenzie River Multi-use Path
- Project M1 McKenzie River Boat Access
- Project M4 Weyerhaeuser-McKenzie Natural Area
- Project M8 Eastgate Woodlands of the Whilamut Natural Area
- Project M12 Mill Race Park
- Project M24 Harvest Landing
- Project M30 Glenwood Riverfront Multi-use Path West

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<sup>10</sup> Eastgate Woodlands of the Whilamut Natural Area and Island Park. 2023 Plan, Figure 36.

<sup>11</sup> Dorris Ranch, Georgia Pacific Natural Area, and Clearwater Park. 2023 Plan, Figure 36.

<sup>12</sup> Harvest Landing and Weyerhaeuser-McKenzie Natural Area. 2023 Plan, Figure 36.

<sup>13</sup> West D Street Greenway and Middle Fork Path. 2023 Plan, Figure 37.

- Project M32 Bridge to Glenwood at Island Park
- Project M33 Bridge to Howard Buford Recreation Area
- Project M34 Clearwater Park Trails
- Project L1 Clearwater Park
- Project L3 Island Park
- Project L11 Weyerhaeuser-McKenzie Natural Area
- Project L17 Glenwood Riverfront Multi-use Path South
- Project L18 Glenwood Riverfront Multi-use Path West
- Project L19 Bridge to Glenwood at Island Park
- Project L20 Bridge to Howard Buford Recreation Area
- Project L21 Bridge to Glenwood at Dorris Ranch
- Project O9 Booth Kelly/Mill Pond Park
- Project O10 Glenwood Riverfront (Acquisition)
- Project O19 McKenzie Riverfront & Cedar Creek (Acquisition)”

The 2023 Plan identifies the importance of stewarding natural areas and habitat. The projects listed near the Greenway are natural areas, linear parks, and trails, and they relate to one or more of the following strategies:

- Strategy 2.1.f: Enhance habitat and provide natural area supporting amenities within developed parks. This could include green infrastructure, expanding urban forest, short nature trails, nature play elements, and/or signage interpretation (2023 Plan, page 98)
- Strategy 5.2.b: Develop management plans for natural areas that currently do not have plans in place (2023 Plan, page 106)
- Strategy 5.2.c: Develop annual work plans for effective management of natural areas (2023 Plan, page 106)
- Strategy 5.2.f: Update Willamalane’s Natural Area Management Plan to incorporate natural areas acquired since the Plan was created, This Plan should identify priority habitats and opportunities for expansion (2023 Plan, page 106)
- Strategy 5.3.a: Develop a management plan for repair and maintenance of existing soft-surface trails and multi-use paths (2023 Plan, page 106)

These findings together with those addressing Statewide Land Use Planning Goals 5 and 15 and the Metro Plan’s Environmental Resources Element, incorporated herein by reference, demonstrate that adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and the corresponding text amendments to the Metro Plan are actions consistent with the Willamette River Greenway, River Corridors, and Waterway Element of the Metro Plan.

Finding 60: The ***Environmental Design Element*** of the Metro Plan sets broad goals and polices for the desired qualities of life in the Eugene-Springfield area. The goals of the Metro Plan’s ***Environmental Design Element*** are to:

1. *Secure a safe, clean, and comfortable environment which is satisfying to the mind and senses.*

2. *Encourage the development of the natural, social, and economic environment in a manner that is harmonious with our natural setting and maintains and enhances our quality of life.*
3. *Create and preserve desirable and distinctive qualities in local and neighborhood areas.*

Relevant Metro Plan policies include:

*Policy E.1: In order to promote the greatest possible degree of diversity, a broad variety of commercial, residential, and recreational land uses shall be encouraged when consistent with other planning policies.*

*Policy E.4: Public and private facilities shall be designed and located in a manner that preserves and enhances desirable features of local and neighborhood areas and promotes their sense of identity.*

*Policy E.5: Carefully develop sites that provide visual diversity to the urban area and optimize their visual and personal accessibility to residents.*

While specific project locations, design, and development of the projects have yet to occur based on Willamalane's 2023 Plan, several of its strategies are a framework for future projects in the proposed 2023 Plan. These strategies address environmental design considerations, including: accessibility, safety, connectivity, educational and interpretive elements, public art, and sustainability:

- Strategy 2.1: Improve existing parks to enhance the district's current level of service (2023 Plan, page 98)
- Strategy 2.2: Expand acreage and recreation offerings to accommodate population growth and provide parks and recreation opportunities in underserved areas (2023 Plan, page 100)
- Strategy 2.3: Improve and enhance the district's sustainability initiatives (2023 Plan, page 101)
- Strategy 3.1: Improve connectivity and access to existing paths and trails (2023 Plan, page 102)
- Strategy 3.2: Provide a desirable experience for trail users (2023 Plan, page 103)
- Strategy 4.1: Add or expand facilities to best meet user demand in the district (2023 Plan, page 104)
- Strategy 5.1: Maintain a high standard of care for parks and open spaces (2023 Plan, page 105)

Adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and the corresponding text amendments to the Metro Plan are actions consistent with the Metro Plan's Environmental Design Element.

Finding 61: The ***Transportation Element*** of the Metro Plan "addresses surface and air transportation in the metropolitan area. The Eugene-Springfield Metropolitan Area Transportation Plan (TransPlan) provides the basis for the surface



transportation portions of this element.” TransPlan and the Springfield 2035 Transportation System Plan (TSP) are the functional plans that inform transportation-specific infrastructure investments.

The TransPlan (last updated in 2002) serves as a functional plan of the Metro Plan and remains applicable only to regional planning. Willamalane’s 2023 Plan describes a transportation-related project that could extend outside Springfield’s existing UGB (acknowledged in 2019), which corresponds to projects shown outside Springfield’s UGB in the TransPlan. This project has potential to connect south Springfield to the Howard Buford Recreation Area (TransPlan project 960, 2023 Plan project L20).

Finding 62: The Springfield TSP replaced TransPlan as Springfield’s local’s transportation system plan upon the TSP’s initial adoption in 2014 and as amended in 2020. As such, the projects in the Springfield TSP reflect the most recently adopted transportation projects coordinated by the City of Springfield.

Pages 15 and 16 of this staff report show maps of some of Willamalane’s conceptually planned project locations, which depicts selected project numbers (a full list is in Appendix 11 of the 2023 Plan, Exhibit A). Willamalane’s 2023 Plan contains pedestrian-oriented projects identified as Proposed or Planned Path projects and Proposed On-Street Connections. Several projects in the Springfield TSP align or coordinate with Willamalane’s mapped projects within the TSP boundary. Page 32 of this staff report lists these consistencies with specific references to project numbers.

Willamalane’s 2023 plan also supports the Springfield TSP’s multimodal approach to transportation planning. The 2023 Plan’s level of service assessment (Section 6) explains that convenient and safe pedestrian access to parks and other facilities brings an equitable lens to the planning process and benefits communities in areas of public, environmental, and economic health. The level of service assessment (Appendix 8 as summarized in Section 6) identifies gaps needed to better-achieve healthy and equitable outcomes. As part of the level of service assessment, Willamalane evaluated: pedestrian barriers (Section 6, page 61), whether residents have walkable (half-mile/10-minute) access to parks, and more measures related to park access (Section 6 and Appendix 8). The 2023 Plan’s assessment methodology and resulting list of planned projects is consistent with the following policies and actions of the Springfield TSP:

*Goal 1: Community Development: Provide an efficient, sustainable, diverse, and environmentally sound transportation system that supports and enhances Springfield’s economy and land use patterns.*

- *Policy 1.2: Consider environmental impacts of the overall transportation system and strive to mitigate negative effects and enhance positive features.*
  - *Action 1: Strive to reduce vehicle-related greenhouse gas emissions and congestion through more sustainable street, bike,*

*pedestrian, transit, and rail network design, location, and management.*

- *Policy 1.3: Provide a multi-modal transportation system that supports mixed-use areas, major employment centers, recreation, commercial, residential, and public developments, to reduce reliance on single-occupancy vehicles (SOVs).*
- *Policy 1.4: Strive to increase the percentage of bicycle and pedestrian system users by planning, designing, and managing systems to support the needs of diverse populations and types of users, including meeting Americans with Disabilities Act (ADA) needs.*

*Goal 2: System Management: Preserve, maintain, and enhance Springfield's transportation system through safe, efficient, and cost-effective transportation system operations and maintenance techniques for all modes.*

- *Policy 2.4: Maintain and preserve a safe and efficient bike and pedestrian system in Springfield.*
  - *Action 1: Coordinate with Willamalane Park and Recreation District to maintain and preserve the off-street path system.*

*Goal 3: System Design: Enhance and expand Springfield's transportation system design to provide a complete range of transportation mode choices.*

- *Policy 3.7: Provide for a pedestrian environment that supports adjacent land uses and is designed to enhance the safety, comfort, and convenience of walking by providing direct routes and removing barriers when possible.*
- *Policy 3.8: Coordinate the design of Springfield's transportation system with relevant local, regional, and state agencies.*
  - *Action 7: Coordinate with Lane County to ensure transition between rural and urban transportation facilities within the Springfield urban growth boundary (UGB).*

**Project Consistency Between the Adopted Springfield Transportation System Plan & Willamalane’s Proposed 2023 Park and Recreation Comprehensive Plan**

Springfield 2035 Transportation System Plan			Willamalane 2023 Park and Recreation Comprehensive Plan		
Project ID	Project Name	Project Description	Project ID	Project Name	Project Description
<b>PB-1</b>	McKenzie Gateway Path - Existing Path to Maple Island Road	Construct a new multi-use 12-foot- wide path from the end of the existing Riverbend Hospital path to Maple Island Road	<b>O5</b>	Lyle Hatfield Path Extension	Work with public and private partners to seek opportunities to expand the Lyle Hatfield multi-use path from RiverBend Hospital in either direction along the McKenzie River, utilizing on-street neighborhood connections when necessary
<b>PB-12</b> <b>PB-13</b>	Anderson Lane – By-Gully path to Centennial Boulevard	PB-12: Construct a new multi-use 12-foot wide path parallel to I-5 from Willamette River area path/Eastgate Woodlands to the end of the By-Gully path ; PB-13: Add signing and striping on Anderson Street and West Quinalt Street for bicycle facilities and construct 12-foot- wide multi-use path between Anderson Lane and Quinalt Street	<b>M29</b>	By-Gully Path Extensions	Work with partners to design and construct connections from the By-Gully Path to Eastgate Woodlands and neighborhoods and schools to the east (4.8, 4.9, 8.17)
<b>PB-17</b>	Glenwood Area Willamette River Path – I-5 to Willamette River Bridges	Construct a new multi-use 12-foot-wide path from the end of the existing path, east of I-5 to the Willamette River Bridges	<b>M30</b> <b>L18</b>	Glenwood Riverfront Multi-use Path West	Work with partners to plan for and design a riverfront linear park and multi-use path from I-5 to the Springfield Bridge, consistent with the Glenwood Refinement Plan
<b>PB-18</b>	Glenwood Area Willamette River Path – Willamette River Bridges to UGB	Construct a new multi-use 12-foot-wide path from the Willamette River Bridges to the UGB	<b>L17</b>	Glenwood Riverfront Multi-use Path South	Build a riverfront linear park and multi-use path per the design in Phase 2
<b>PB-28</b>	South 2nd Street to South B Street	Construct a new multi-use 12-foot- wide path from South 2nd Street to South Street	<b>M27</b>	Booth Kelly Trailhead to Island Park Connector	Work with partners and landowners to design, develop, and sign pedestrian/bike connection from Island Park to Booth Kelly Trailhead utilizing both on- and off-street connections
<b>PB-30</b>	33rd Street - V Street to EWEB Path	Add shared-use signing and striping	<b>O1</b>	EWEB Path On-street Connection	Work with City partners to provide on-street connection from EWEB Path to Moe Mountain Natural Area Multi-use Path (4.3a)
<b>PB-31</b>	Moe Mountain Path - River Heights Drive to Marcola Road	Construct a new multi-use 12-foot-wide path River Heights Drive to Marcola Road	<b>M31</b>	Moe Mountain Natural Area Multi-use Path Construction	Develop new multi-use path from northernmost point of Moe Mountain Natural Area south, connecting to northernmost point of the Levee Path per plans from previous design efforts (4.3a, 4.3b)
<b>PB-32</b>	McKenzie River Path - McKenzie Levee Path to 52nd Street	Construct a new multi-use 12-foot-wide path from the existing McKenzie Levee path at 42nd Street to 52nd Street	<b>S25</b>	McKenzie River Multi-use Path	Design and construct a new multi-use path from the south end of the Levee Path, along McKenzie River (north of 126), connecting to High Banks Road at 52nd St. (4.11)
<b>PB-46</b>	Haul Road Path - South 49 <sup>th</sup> Place to UGB	Construct a new multi-use 12-foot-wide path from South 49th Place to the UGB	<b>S26</b>	South Weyerhaeuser Haul Road (Thurston Hills Path)	Design and construct a multi-use path on existing Weyerhaeuser Haul Road (4.12)



Amendments to Springfield’s TSP do not accompany the plan amendments associated with adoption of Willamalane’s 2023 Plan. Springfield will update its TSP, which will include aligning the planning area with Springfield’s urban growth boundary and will reflect the pedestrian-oriented projects identified in Willamalane’s 2023 Plan.

The preceding findings demonstrate that the 2023 Plan is consistent with the adopted plans applicable to transportation system planning in Springfield and the region, including the Metro Plan’s Transportation Element by way of the TransPlan, and the Springfield TSP. Adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and corresponding text amendments to the Metro Plan are actions consistent with the Transportation Element of the Metro Plan.

Finding 63:

The **Public Facilities and Services Element** requires urban facilities and services systems to be planned in timely and efficient coordination with land uses within urban growth boundaries and other areas. This Element’s introductory section briefly mentions parks and recreation services; however, they are addressed in detail in the Metro Plan’s Parks and Recreation Facilities Element. One overlapping topic in the Public Facilities and Services Element relates to joint school/park use:

*Finding 33: Combining educational facilities with local park and recreation facilities provides financial benefits to the schools while enhancing benefits to the community.*

*Policy G.21: The use of school facilities for non-school activities and appropriate reimbursement for this use.*

As stated by the Applicant:

“The 2023 Plan is the product of extensive public participation and interagency collaboration. One of the 2023 Plan’s community engagement focus areas is to ‘continue to grow partnerships with Springfield Public Schools’ (2023 Plan, [page] 33).

Specific to natural areas, the 2023 Plan notes that ‘there are also many opportunities to integrate green spaces throughout the urban core of Springfield with improvements such as green infrastructure, expansion of urban forests, and small nature trails within developed parks. Springfield Public Schools, the City of Springfield, and the Springfield Utility Board are all public agencies with large land holdings that, through further collaboration, could increase efficiencies and impact of Willamalane’s natural resource efforts’ (2023 Plan, [page] 52).”

The 2023 Plan includes specific projects that involve interagency coordination and reinforce Willamalane’s commitment to collaboration with the Springfield Public

Schools, Springfield Utility Board, City of Springfield, Eugene Water and Electric Board, Metropolitan Wastewater Management Commission, and other partners, including (2023 Plan, Appendix 11):

- Project S1 Booth Kelly Trailhead to Middle Fork Path Connector
- Project S3 Guy Lee Park/Elementary
- Project S7 West D St. Greenway Master Plan
- Project S8 Gamebird Park and Garden
- Project S9 Georgia Pacific Natural Area
- Project S13 Willamalane Park
- Project S15 Bob Artz Memorial Park
- Project S25 McKenzie River Multi-use Path
- Project S29 Thurston Hills Natural Area South Trailhead
- Project S35 Centennial Elementary
- Project 36 Maple Elementary
- Project 37 Riverbend Elementary
- Project M1 McKenzie River Boat Access
- Project M4 Weyerhaeuser-McKenzie Natural Area
- Project M5 Bob Artz Memorial Park
- Project M8 Eastgate Woodlands of the Whilamut Natural Area
- Project M9 Guy Lee Park
- Project M13 Page Park
- Project M15 Douglas Gardens Park
- Project M22 New Neighborhood or Special Use Park
- Project M24 Harvest Landing
- Project M27 Booth Kelly Trailhead to Island Park Connector
- Project M28 Booth Kelly Trailhead to Middle Fork Path Connector
- Project M29 By-Gully Path Extension
- Project M30 Glenwood Riverfront Multi-use Path West
- Project M32 Bridge to Glenwood at Island Park
- Project M33 Bridge to Howard Buford Recreation Area
- Project L2 Douglas Gardens Park
- Project L5 Kelly Butte Overlook
- Project L11 Weyerhaeuser-McKenzie Natural Area
- Project L14 Booth Kelly Road Multi-use Path
- Project L15 EWEB Path Extension to Don St.
- Project L16 EWEB Path Extension to Laura St.
- Project L17 Glenwood Riverfront Multi-use Path South
- Project L18 Glenwood Riverfront Multi-use Path West
- Project L19 Bridge to Glenwood at Island Park
- Project L20 Bridge to Howard Buford Recreation Area
- Project L21 Bridge to Glenwood at Dorris Ranch
- Project O1 EWEB Path On-Street Connection
- Project O2 Middle Fork and Mill Race Path North Extensions
- Project O9 Booth Kelly/Mill Pond Park
- Project O10 Glenwood Riverfront

- Project O20 Safe Access to Willamalane Park
- Project O21 By-Gully Path Improvements
- Project O22 Downtown Urban Park/Plaza
- Project O23 EWEB Path Improvements

Adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and the corresponding text amendments to the Metro Plan do not modify the Public Facilities and Services Plan in place for Springfield. The Public Facilities and Services Plan does not include park and recreation facilities. As such, the actions associated with adopting Willamalane’s 2023 Plan are consistent with the Public Facilities and Services Element of the Metro Plan.

Finding 64: The request includes a proposed amendment to the Metro Plan’s **Parks and Recreation Facilities Element**. The amendment to this Element is limited to a footnote citing adoption of Willamalane’s Park and Recreation Comprehensive Plan as an element of the Springfield Comprehensive Plan as shown in Exhibit B. While minimal in content, it serves a significant clarifying purpose. The proposed amendment retains the applicability of this Metro Plan element to Willamalane and Springfield given its emphasis on regional coordination. As such, a relevant content of the Parks and Recreation Facilities Element includes:

*Goal: Provide a variety of parks and recreation facilities to serve the diverse needs of the community’s citizens.*

Section 9 and Appendix 11 of the 2023 Plan show and describe an array of plans for park and facilities projects consistent with this goal. In addition to analyses for level of service, capacity, etc., a foundational piece for determining needs—and subsequently the proposed projects—was engaging the community throughout the entire process of development the plan. The findings under Statewide Land Use Planning Goal 1 demonstrate consistency with the above-cited goal.

*Policy H.2: Local parks and recreation plans and analyses shall be prepared by each jurisdiction and coordinated on a metropolitan level...*

*Policy H.6: All metropolitan area parks and recreation programs and districts shall cooperate to the greatest possible extent in the acquisition of public and private funds to support their operations.*

Willamalane Park and Recreation District is a special-purpose district whose boundaries include all of Springfield’s planning jurisdiction. Willamalane’s district boundary includes some land outside the Springfield UGB. The City of Springfield has no park department. As previously noted, a 1995 Intergovernmental Agreement between Willamalane and the City of Springfield establishes Willamalane as the provider of park and recreation facilities in Springfield and as the agency responsible for developing a comprehensive plan specific to park and recreation facilities.



The 2023 Plan is proposed for adoption as an element of Springfield’s Comprehensive Plan for park and recreational services in conformance with Statewide Land Use Planning Goal 8. Section 5, page 52; Section 7, page 77; and Appendix 1 of the 2023 Plan note Willamalane’s collaboration with public, non-profit, and civic organizations in the region to develop the 2023 Plan and notes how it will coordinate services throughout its planning period. Part of this coordination involves strategies to fund its operations and capital investments. Sections 8 and 9 of the 2023 Plan identify how Willamalane currently and has potential to support these aspects of its services.

These findings demonstrate the proposed 2023 Plan meets the purpose and direction of the Metro Plan’s Parks and Recreation Facilities Element. Accordingly, adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and the corresponding text amendments to the Metro Plan are also consistent with this Metro Plan element.

Finding 65: The goal of the **Historic Preservation Element** of the Metro Plan is to “preserve and restore reminders of our origin and historic development as links between past, present, and future generations.”

Of the policies in this Element of the Metro Plan, one is relevant:

*Policy I.2: Institute and support projects and programs that increase citizen and visitor awareness of the area’s history and encourage citizen participation in and support of programs designed to recognize and memorialize the area’s history.*

Willamalane owns and operates Dorris Ranch, a 258-acre living history park on the National Register of Historic Places. Relevant projects in the 2023 Plan directed at preserving and restoring historic places include (2023 Plan, Appendix 11):

- Project S2 Dorris Ranch (Master Plan)
- Project S27 Gary Walker Trail System at Dorris Ranch (Expand)
- Project M7 Dorris Ranch (Improvements)

Several actions in Willamalane’s 2023 Plan address the preservation and protection of historic and cultural resources:

- Action 2.1.i: Work with community partners to actively preserve and protect historic and cultural resources in the district (2023 Plan, page 98).
- Action 2.1.j: Continually update the Historic and Cultural Resources Management Plan to [integrate] best practices into the management of historic and cultural resources within the district (2023 Plan, page 98).
- Action 5.1.o: Explore expansion of the Dorris Ranch Historic District to include the Briggs House during implementation of the Dorris Ranch Master Plan improvements (2023 Plan, page 105).
- Action 5.4.b.: Assess and plan for opportunities to improve the function of existing facilities, including renovations to locker rooms, parking lots, entrance lobbies, historic and cultural resources, etc. (2023 Plan, page 106).

These findings demonstrate the proposed 2023 Plan is consistent with the Historic Preservation Element of the Metro Plan. Accordingly, adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and the corresponding text amendments to the Metro Plan are also consistent with this Metro Plan element.

Finding 66: The first goal of the Metro Plan’s **Energy Element** is to “maximize the conservation and efficient utilization of all types of energy.” There is one policy relevant to the 2023 Plan:

*Policy J.8: Commercial, residential, and recreational land uses shall be integrated to the greatest extent possible, balanced with all planning policies to reduce travel distances, optimize reuse of waste heat, and optimize potential on-site energy generation.*

The findings under Statewide Land Use Planning Goal 12: Transportation (beginning on page 19 of this staff report) support Policy J.8 and are incorporated herein by reference.

The 2023 Plan includes a strategy and corresponding actions directed at enhancing Willamalane’s sustainability efforts, and additional actions will work toward energy efficiency, including energy conservation and sustainable development practices (2023 Plan, page 101):

- Strategy 2.3: Improve and enhance the [D]istrict’s Sustainability initiatives:
- Action 2.3.a: Limit the [D]istrict’s carbon footprint. Create an internal sustainability plan with measurable goals and action items.
- Action 2.3.b: Consider design standards and horticultural practices that feature native and drought-resistant plants to conserve water.
- Action 2.3.c: Help ensure all current and future park and facility lighting is as energy efficient as possible (e.g., LED). Consider dark sky compliant lighting where possible.
- Action 2.3.d: Expand recycling program in [D]istrict parks and facilities.
- Action 2.3.e: Work with local partners to identify and address green infrastructure needs throughout the park system.
- Action 2.3.f: Prioritize environmentally [conscious] and energy [efficient] alternatives when replacing [D]istrict’s gas-powered vehicle fleet and maintenance equipment.

These findings demonstrate the proposed 2023 Plan is consistent with the Energy Element of the Metro Plan. Accordingly, adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and the corresponding text amendments to the Metro Plan are also consistent with this Metro Plan element.

Finding 67: The Metro Plan’s **Citizen Involvement Element** aims to “continue to develop, maintain, and refine programs and procedures that maximize the opportunity for meaningful, ongoing citizen involvement in the community’s planning and

planning implementation processes consistent with mandatory statewide planning standards.” Metro Plan Policy K.3 is relevant to the 2023 Plan:

*Policy K.3: Improve and maintain local mechanisms that provide the opportunity for residents and property owners in existing residential areas to participate in the implementation of policies in the Metro Plan that may affect the character of those areas.*

The findings in response to Statewide Land Use Planning Goal 1 are incorporated herein by reference. Accordingly, adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and the corresponding text amendments to the Metro Plan are also consistent with this Metro Plan element.

***(2) In those cases where the Springfield Comprehensive Plan applies, the amendment shall be consistent with the Springfield Comprehensive Plan***

**Finding 68:**

No policies in the ***Residential Land Use & Housing Element*** of the Springfield Comprehensive Plan directly apply to Willamalane’s 2023 Plan or to the associated amendments, as Willamalane’s 2023 Plan does not propose housing and is not a neighborhood refinement plan. However, adopting Willamalane’s 2023 Plan complements the following policies through the Plan’s emphasis on the importance of providing recreation services and park spaces that are safe to get to by ways other than driving:

*Policy H.10: Through the updating and development of each neighborhood refinement plan, district plan or specific area plan, amend land use plans to increase development opportunities for quality affordable housing in locations served by existing and planned frequent transit service that provides access to employment centers, shopping, health care, civic, recreational and cultural services.*

*Policy H.14: Continue to update existing neighborhood refinement plan policies and to prepare new plans that emphasize the enhancement of residential neighborhood identity, improved walkability and safety, and improved convenient access to neighborhood services, parks, schools and employment opportunities.*

The amount and general locations of the projects in Willamalane’s 2023 Plan support Springfield’s residential land needs as demonstrated in the findings under Statewide Land Use Planning Goal 10, incorporated herein by reference.

Accordingly, adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and corresponding text amendments to the Metro Plan are actions consistent with the Residential Land Use & Housing Element of the Springfield Comprehensive Plan.



Finding 69:

The Springfield Comprehensive Plan's **Economic Element** addresses adequate land supply for economic development and strategies for employment growth. The following policies are relevant to the request:

*Policy E.1: Designate an adequate supply of land that is planned and zoned to provide sites of varying locations, configurations, size and characteristics as identified and described in the Economic Opportunity Analysis to accommodate industrial and other employment over the planning period. These sites may include vacant undeveloped land; partially developed sites with potential for additional development through infill development; and sites with redevelopment potential.*

*Policy E.29: Strengthen and grow community partnerships and initiatives that seek to optimize coordination of economic development planning with natural resource, open space and parks planning.*

The findings under Statewide Land Use Planning Goal 9, incorporated herein by reference, demonstrate the 2023 Plan and actions to implement the 2023 Plan do not affect the commercial or industrial buildable land inventories and do not conflict with needed employment sites. Adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan ensures consistency with Policy E.29 given the general project locations as shown on pages 15 and 16 of this staff report and in the 2023 Plan, their descriptions in Appendix 11 of the 2023 Plan (Exhibit A), and in the strategies and actions identified on pages 96 through 108 of the 2023 Plan (Exhibit A).

Accordingly, adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and corresponding text amendments to the Metro Plan are actions consistent with the Economic Element of the Springfield Comprehensive Plan.

Finding 70:

The **Urbanization Element** of the Springfield Comprehensive Plan guides future development in Springfield, describes how and where land will be developed, and how and where infrastructure will be provided to meet Springfield's long-term needs for growth while ensuring a high quality of life for its community. Relevant policies include:

*Policy U.26: As depicted in Ordinance No. 6361 Exhibit A-2, certain Willamalane Park and Recreation District lands, parks and facilities are included in the 2016 UGB expansion and are designated Public/Semi Public to accommodate community needs for open space and recreation and shall not be re-designated to allow for other urban uses.*

*Policy U.31: For the purposes of land use planning and annexation approval, the Springfield Comprehensive Plan defines key urban facilities and services as: wastewater service; stormwater service; transportation; solid waste management; water service; fire and emergency medical services; police protection; citywide park and recreation programs; electric service; land use*

*controls; communication facilities; and public schools on a district-wide basis.*

*Policy U.41: Protect, conserve, and enhance the natural, scenic, environmental, and economic qualities of the McKenzie and Willamette River and waterway corridors as Springfield grows and develops.*

*Policy U.43: The City of Springfield and Willamalane shall continue to cooperate in expanding water-related parks and other facilities, where appropriate, that allow access to and enjoyment of river and waterway corridors.*

*Policy U.45: Continue efforts to restore, enhance and manage the Springfield Mill Race to fulfill multiple community objectives. Partner with Willamalane and Springfield Utility Board to provide public access to the Mill Race where appropriate.*

*Policy U.46: Continue efforts to provide increased opportunities for public access to the Willamette River Greenway and the McKenzie River through comprehensive planning, development standards, annexation agreements, the land use permitting process, and through partnerships with Willamalane, Springfield Utility Board and property owners.*

Springfield Ordinance 6361 expanded Springfield’s UGB by adding 455 acres of publicly owned land, some of which was under the ownership, co-ownership, or management by Willamalane for parks, recreation, and open space. The 2023 Plan does not propose to redesignate any of these lands, and adoption of the 2023 Plan will help ensure that lands designated for parkland and recreation services will remain committed to those needs. These lands are existing parks to remain with proposed improvements (e.g., Ruff Park, Lively Park, Weyerhaeuser-McKenzie Natural Area, Georgia Pacific Natural Area, Clearwater Park) or are areas where the 2023 Plan identifies opportunities for collaboration with other property owners (e.g., projects M28, M31, O2, O3, O5, etc. detailed in Exhibit A).

The Springfield Comprehensive Plan includes citywide park and recreation programs in the definition of key urban facilities and services. The 2023 Plan is proposed for adoption as the Recreation Element of the Springfield Comprehensive Plan to be acknowledged as in compliance with Statewide Land Use Planning Goal 8.

Consistent with Policy U.45 of the Urbanization Element, the Mill Race Path project (M12) commits Willamalane to working with partners and landowners to create a master plan and build improvements to the park.

Consistent with Policies U.41 and U.46 of the Urbanization Element, Willamalane’s 2023 Plan includes 22 projects along the McKenzie and Willamette Rivers that contribute to protecting, conserving, and enhancing the natural, scenic, environmental, and economic qualities of the resources.

Several projects (2023 Plan, Appendix 11) involve master planning or development to improve public access to the rivers:

- Project S4            Island Park Design
- Project S9            Georgia Pacific Natural Area
- Project S25          McKenzie River Multi-use Path
- Project S27          Gary Walker Trail System at Dorris Ranch
- Project M1            McKenzie River Boat Access
- Project M8            Eastgate Woodlands of the Whilamut Natural Area
  
- Project M24          Harvest Landing
- Project M30          Glenwood Riverfront Multi-use Path West
- Project M32          Bridge to Glenwood at Island Park
- Project M33          Bridge to Howard Buford Recreation Area
- Project M34          Clearwater Park Trails
- Project L1            Clearwater Park
- Project L3            Island Park
- Project L17          Glenwood Riverfront Multi-use Path South
- Project L18          Glenwood Riverfront Multi-use Path West
- Project L19          Bridge to Glenwood at Island Park
- Project L20          Bridge to Howard Buford Recreation Area
- Project L21          Bridge to Glenwood at Dorris Ranch
- Project O2            Middle Fork and Mill Race Path North Extensions
- Project O6            Middle Fork Path East Extension
- Project O10          Glenwood Riverfront
- Project O19          McKenzie Riverfront & Cedar Creek

Accordingly, adopting the 2023 Plan as the Recreation Element of the Springfield Comprehensive Plan and corresponding text amendments to the Metro Plan are actions consistent with the Urbanization Element of the Springfield Comprehensive Plan.

**CONCLUSION:** Based on the preceding findings, the 2023 Plan, adopting it as the Recreation Element of the Springfield Comprehensive Plan, and corresponding text amendments to the Metro Plan are actions consistent with the applicable portions of the Springfield Comprehensive Plan. The amendments to the Metro Plan clarify the distinction between the Metro Plan and Comprehensive Plan with regard to parks and recreation services in Springfield, ensuring consistency between the two plans and within the Metro Plan itself. The criteria at SDC 5.14.135(B) and LC 12.300.030.B are met.

## V. RELATED STATE REGULATORY FRAMEWORK

### *Oregon Administrative Rules*

Each of the Oregon Statewide Land Use Planning Goals addressed in the first criterion of approval of this staff report have their own, accompanying Administrative Rule. Beyond those, additional OARs provide a broader regulatory context for parks planning in Oregon and carry out requirements of Oregon Statewide Land Use Planning Goal 8. As stated by the Applicant:



“Applicable administrative rules are those establishing policies and procedures for the planning and zoning of state and local parks to address the recreational needs of the citizens of the state (OAR Chapter 660, Division 034, Section 0000), and secondarily, those implementing the requirements for agricultural land as defined by Goal 3 (OAR Chapter 660, Division 33, Section 0010), and those implementing the requirements for open space as defined by Goal 5 (OAR Chapter 660, Division 023, Section 0220).

OAR 660-034-0040(1) refers to requirements for implementing ‘local park master plans’ as part of the local comprehensive plan. There is no definition for ‘local park master plans’ in Division 34. Sections (1)(a) and (1)(b) of 660-034-0040 apply to the adoption of a site-specific park master plan. Since the proposed [amendments relate to] the adoption of a comprehensive, system-wide plan for parks and recreation and not a site-specific park master plan, the [Rule] does not apply.

Even if it were assumed that the proposed 2023 Plan was synonymous with the definition of a ‘local park master plan’ in Division 34, the 2023 Plan would be consistent with the Rule's intent. The relevant text is below:

*OAR 660-034-0040*

*(1) If a local government decides to adopt a local park plan as part of the local comprehensive plan, the adoption shall include:*

*(a) A plan map designation, as necessary, to indicate the location and boundaries of the local park; and*

The City of Springfield has an adopted and acknowledged property-specific Comprehensive Plan Map... The Map clarifies the location of plan designations by interpreting the Metro Plan Diagram for each property within Springfield’s [UGB]. The 2023 Plan includes a Map of Proposed Park System Improvements (2023 Plan, Figure 36, page 114) and a Path and Trail Project List and Recommendations Map (2023 Plan, Figure 37, [page] 115) that show the location of parks, indoor facilities, and multi-use paths and identifies short-term, mid-term, and long-term projects. The 2023 Plan replaces and supersedes all previously adopted [Willamalane] Park and Recreation Comprehensive Plans.”

The Comprehensive Plan Maps referenced by the Applicant shows properties designated Public Land and Open Space and other properties where existing Willamalane facilities operate as allowed by corresponding zoning. The maps of the 2023 Plan also show Willamalane’s district boundary in relation to the surrounding area it studied to inform the 2023 Plan. Willamalane’s planning area includes land under Springfield’s planning jurisdiction and small portions of land under Lane County’s planning jurisdiction outside the Metro Plan boundary and Springfield’s UGB. Upon adoption for Springfield’s purposes, the 2023 Plan will serve as the Recreation Element of the Springfield Comprehensive Plan to satisfy Statewide Land Use Planning Goal 8.

*(b) Appropriate zoning categories and map designations (a “local park” zone or overlay zone is recommended), including objective land use and siting review criteria, in order to authorize the existing and planned park uses described in the local park master plan.*

The Applicant states:

“Existing City of Springfield zoning categories are sufficient, as they relate to existing parks and facilities, not proposed projects. The Rule also provides that ‘a local government is not required to adopt an exception to Statewide Planning Goals 3 or 4 for [these uses] on agricultural or forest land within a local park provided such uses, alone or in combination, meet all other statewide goals and are each use must be described and authorized in a local park master plan’ that has been adopted as part of the local comprehensive plan (OAR 660- 034-0040(4)(a)).”

While there are existing land use districts within the Springfield Development Code that relate to parks and facilities that adequately ensure the siting of such uses is possible, clarification is needed to note that existing sites must conform to these requirements, and proposed projects to develop park and facility concepts must also conform to the requirements of the Springfield Development Code. Evaluation of the 2023 Plan’s conformance to Goals 3 and 4 is under Lane County’s purview.

The Applicant further states:

“Lastly, OAR 660-023-0220 defines ‘open space’ to include parks...” The Applicant cites subsection (3) of this Rule:

*(3) “Local governments may adopt a list of significant open space resource sites as an open space acquisition program. Local governments are not required to apply the requirements of OAR 660-023-0030 through 660-023-0050 [Inventory Process] to such sites unless land use regulations are adopted to protect such sites prior to acquisition.”*

The Applicant states:

“A list of proposed parks is included in the proposed 2023 Plan. Some of those sites are not yet in public ownership. However, their location is generalized in nature, and there are no land use regulations being proposed to protect such sites before acquisition...”

The 2023 Plan and its adoption as the Recreation Element of the Springfield Comprehensive Plan along with text amendments to the Metro Plan are outside the scope of subsection (3). While Springfield has an adopted inventory and protection program for certain Statewide Land Use Planning Goal 5 resources as described beginning on page 7 of this staff report, open spaces are not part of Springfield’s Goal 5 program, and a proposed acquisition program does not accompany adoption of the 2023 Plan. OAR 660-023-0220(2) does not require local governments to amend acknowledged comprehensive plans to identify new Goal 5 open spaces.

### ***Oregon Revised Statutes***

Applicable Oregon Revised Statutes (ORSs) are those authorizing and implementing the state and local park planning Administrative Rule (OAR Chapter 660, Division 34). The statues allowing park uses in Exclusive Farm Use zones in ORS 215 as cited in the Applicant’s written statement (Attachment 2, page 27) apply to Lane County’s staff report addressing the portion of

Willamalane’s planning area outside the Metro Plan boundary and Springfield UGB. Statutes authorizing OAR Chapter 660, Division 34, State and Local Park Planning, are ORS 195 and 197:

- ORS Chapter 195 (Local Government Planning Coordination)<sup>14</sup>:
  - ORS 195.020 and 195.065: These statutes provide the basis for the 1995 Intergovernmental Agreement between the City and Willamalane regarding coordinated planning and urban services.
- ORS Chapter 197 (Comprehensive Land Use Planning Coordination)<sup>15</sup>:
  - ORS 197.175 generally requires the City to exercise its planning and zoning responsibilities in accordance with ORS Chapters 195, 196 and 197 and the goals approved under ORS Chapters 195, 196 and 197 (see ORS 197.250). Compliance with Oregon’s Statewide Land Use Planning Goals are discussed under the first criterion of approval beginning on page 4 of this staff report.
  - ORS 197.610 (and OAR 660-018-0020) requires local jurisdictions to submit proposed comprehensive plan or land use regulation changes to DLCD. As noted in the Procedural Findings on page 3 of this staff report, notice of the proposed amendments was provided to DLCD within 35 days of the first evidentiary hearing concerning the amendments.

## VI. OVERALL CONCLUSION:

The findings herein demonstrate that adopting Willamalane’s 2023 Park and Recreation Comprehensive Plan as the Recreation Element of the Springfield Comprehensive Plan and amending the Metro Plan text to reflect adoption as such are actions that meet the criteria of approval at SDC 5.14.135 and LC 12.300.030. The consistency of these actions with the Springfield Comprehensive Plan, the Metro Plan, and the Statewide Land Use Planning Goals carry out the land use planning framework prescribed by Oregon’s Administrative Rules and Revised Statutes.

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<sup>14</sup> The Applicant’s written statement cites ORS 195.120 (Rules and planning goal amendments for parks required; allowable uses; application of certain land use laws) and ORS 195.125 (Existing uses in state parks; approval by local governments). With the exception of ORS 195.120(2)(a), these sections apply to state parks. ORS 195.120(2)(a) concerns working in cooperation with the State Parks and Recreation Commission to adopt rules and Statewide Land Use Planning Goal amendments for allowable uses in state and local parks that have adopted master plans. The amendments presently considered by Springfield and Lane County are outside the scope of ORS 195.120(2)(a).

<sup>15</sup> The Applicant’s written statement cites various statutes: Section 040 (Land Conservation and Development Commission -- Duties of Commission; rules); and section 225 (Goals Compliance – Preparation; adoption) through Section 245 (Commission amendment of initial goals; adoption of new goals). These apply directly to DLCD and to the Land Conservation and Development Commission when adopting or amending a Statewide Land Use Planning Goal but only indirectly to the proposed amendments by way of demonstrating that Springfield’s comprehensive planning framework is consistent with the Statewide Land Use Planning Goals.



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**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Nathan Bell / Finance  
**Staff Phone No:** 541-726-2364  
**Estimated Time:** Consent Calendar  
**Council Goals:** Provide Financially Responsible and Innovative Government Services

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** MCKENZIE DEFENSE CONSORTIUM CONTRACT

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**ACTION REQUESTED:** Authorize the City Manager to negotiate and execute an agreement with McKenzie Defense, a non-profit, for Court Appointed Attorney Services for the period July 1, 2024 through June 30, 2027, with two (2) additional one (1) year renewal options, in substantially the form provided in Attachment 1.

**ISSUE STATEMENT:** In February 2024, the City issued a Request for Proposals (RFP) for indigent defense services. McKenzie Defense was the highest scoring proposal and was awarded the contract.

**ATTACHMENTS:** [1: Contract with McKenzie Defense](#)  
[2: RFP](#)  
[3: McKenzie Defense Response to RFP](#)

**DISCUSSION/  
FINANCIAL  
IMPACT:** In February 2024, the City issued a RFP for indigent defense services. The City received two responses – McKenzie Defense and Eckart Wostmann Wiese, LLC. The RFP proposals submitted were evaluated by one Judge Pro-Tem, the Court Supervisor, the City Attorney, Accounting Manager, and Budget and Procurement Manager.

The RFP was issued for an average case load of 3,000 cases annually. The evaluation criteria included cost, qualifications, approach to service delivery, workload size of entity in related to work required by the City and availability of personnel to adequately meet the needs for indigent defense, and the overall proposal preparation and completeness.

McKenzie Defense has been selected as the most responsible respondent. The maximum, not-to-exceed compensation payable under this contract is \$440,000 per fiscal year (July 1 – June 30).

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# CITY OF SPRINGFIELD CONTRACT FOR SERVICES

Contract #3677

Dated: July 1, 2024

Parties: City of Springfield "City"  
A Municipal Corporation of the State of Oregon  
225 5<sup>th</sup> Street  
Springfield, OR 97477

and

McKenzie Defense, a non-profit corporation "Contractor"

## Additional Contractor Information:

a) Type of Entity:  Sole Proprietorship  Partnership  
 Limited Liability Comp  Corporation

b) Address: 541 Willamette St., Ste. 110, Eugene, OR, 97401

c) Telephone: 541-344-5522

d) Fax No: 541-484-0529

e) If Applicable, Listed among the Parties Excluded from Federal Procurement or Non-Procurement Programs found at: <https://www.sam.gov/content/exclusions>:  Yes  No

## City Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage
100-04100-7036-611012	22%
236-04100-7036-611012	78%

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions, and conditions, in addition to the terms and conditions in any attached addenda:

- 1. Services to be Delivered.** Contractor shall perform the Services and deliver to the City the Deliverables specified in Attachment 1. The Statement of Work (Attachment 1) includes the delivery schedule for the Deliverables and Services. Contractor will perform the Services in accordance with the terms and conditions of this Contract.
- 2. Payment by City.** The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$440,000.00 per fiscal year (July 1 – June 30). City will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract and will not pay for Services performed before the Effective Date or after the expiration or termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Services subject to

the amendment. City will pay Contractor only for completed Deliverables and Services performed according to the schedule and rates in Attachment 1.

3. **Expenses.** City will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Contract.
4. **Term.** This Agreement is effective as of the date first set forth above and will continue until June 30, 2027, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
  - 4.1.  **Renewal.** This Agreement may be extended for two (2) additional one-year terms upon mutual agreement of the parties in writing.
  - 4.2.  **Non-Appropriation.** The obligation of the City to make payments beyond June 30, 2025 is subject to annual appropriation. To the extent that funds are appropriated to make those payments for a given fiscal year, the full faith and credit of the City is pledged to the payments for such fiscal year. The obligation of the City to make those payments is not secured by the unlimited taxing power of the City and is not a general obligation of the City, The City's obligation to make those payments in any year is subject to future appropriation of funds by the City Council for the fiscal year in which the payment is due. In the event that funds are not so appropriated, payments will not be made and this Agreement will be terminated as of the date noted in this subsection 4.2.
5. **Invoice.** City will pay Contractor's invoices on Net 30-day terms upon City acceptance of Services performed and Goods delivered as stated in section 7. Contractor must send invoices to: Accounts Payable - City of Springfield, 225 5<sup>th</sup> Street, Springfield, OR 97477 or email to [ap@springfield-or.gov](mailto:ap@springfield-or.gov). The invoice must reference this contract #3677 and approval code #040.
6. **Overdue Charges.** Contractor may assess overdue account charges to City on unpaid invoices only as stated in this section. Overdue account charges must be the same as the usual overdue account charges to the general clientele of the vendor. Overdue claims are only those claims that have not been paid within 45 days of: the date of the City's receipt of the invoice, the date of the initial billing statement if there is no invoice, or the date the claim is made certain by agreement of the parties or by operation of law. However, no overdue account charges will accrue on any purchases made by City during time of civil emergency or in the event of a natural disaster which prevents the timely payment of accounts. In such instances accounts shall be paid in as timely a manner as possible. The date of the check or automatic funds transfer in payment of the claims will be used to determine if the claim has been paid in a timely manner. It is a rebuttable presumption that the check was correctly dated.
7. **Rejection of Deliverables.** If City determines that a Deliverable does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, City will notify Contractor in writing of City's rejection of the Deliverable(s), and describe in reasonable detail in such notice the City's basis for rejection of the Deliverable(s). Within 21 days of receiving notice of non-acceptance, the Contractor must modify or improve the Deliverables at Contractor's sole expense so that the Deliverable(s) meets the acceptance criteria in all material respects, notify the City in writing that it has completed such modifications or improvements, and re-tender the Deliverables to City. Within 21 days of Contractor's re-tender of the Deliverable(s), City will review the modified or improved Deliverable(s). Failure of the Deliverables to meet the acceptance criteria in all material respects after the second submission will constitute a default by Contractor. In the event of such default, Agency may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Contract.
8. **Contractor's Representations.** Contractor represents that:



- 8.1.** Contractor has the authority to enter into and perform according to this Contract, and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable according to its terms;
- 8.2.** Contractor shall subcontract with independent attorneys having the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor and subcontractors will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and skillful manner according to standards applicable to Contractor's industry, trade, or profession; and
- 8.3.** Subcontract attorneys under contract with the Contractor and must be at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services.

**9. Sourcing.** A formal request for proposal (RFP) was initiated by the City of Springfield on February 28, 2024 (Attachment 2). Competitive sealed proposals were accepted from interested respondents until April 12, 2024 at 2 p.m. pacific standard time. Proposals were evaluated using proposal evaluation criteria outlined in the RFP. The proposal with the highest score was received from McKenzie Defense (Attachment 3).

**10. First Point of Contact.**

**Contractor:** Lance D. Quaranto, Interim Director, [Lance.D.Quaranto@gmail.com](mailto:Lance.D.Quaranto@gmail.com), PH: 949-903-4718 -or- 541-393-8485.

**City:** Allie Sederlin, Court Supervisor, [asederlin@springfield-or.gov](mailto:asederlin@springfield-or.gov), PH: 541-744-4180

**11. Indemnification and Hold Harmless.**

- 11.1.** Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents and employees from and against all claims, actions, liabilities, loss, and costs including attorney's fees and costs of defense, arising in whole or in part from the acts or omissions of Contractor, and Contractor's subcontractors, officers, agents, and employees, in performance of this contract.
- 11.2.** In the event any such action or claim is brought against City, upon tender by City, Contractor will defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.
- 11.3.** Notwithstanding subsections 11.1 and 11.2, neither Contractor nor any attorney engaged by Contractor will defend any claim in the name of the City, nor purport to act as legal representative of the City, without the prior written consent of the City Attorney's Office. CITY may, at any time and at its election, assume its own defense and settlement of any claims. City reserves all rights to pursue any claims it may have against Contractor if the City elects to assume its own defense.
- 11.4.** This Section 11 does not include indemnification by Contractor for losses, claims, or actions resulting from the sole negligence of City or its officers, agents, and employees, whether within the scope of the Contract or otherwise.

**12. Insurance.**

- 12.1. Required Coverages.** Contractor must obtain at Contractor's expense, and require its first tier contractors and subcontractors, if any, to obtain the insurance specified in this section 12 prior to performing under this Contract, and must maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor must obtain and require its first-tier contractors and subcontractors, if any, to obtain the following insurance from insurance companies or entities acceptable to City and authorized to transact the business of insurance and issue coverage in Oregon. Contractor acknowledges that insurance specified in this section does not limit indemnification responsibilities specified in section 11 Indemnification.

**12.1.1. General Insurance.** City standard insurance limits modified to meet the Oregon Office of Public Defense 2023 Public Defense Legal Services Contract for General Liability Insurance. At its expense, in whole or in part from contract funds, Contractor and each law firm or sole practitioner member of the consortium shall procure and keep in effect during the contract term comprehensive general liability insurance with an extended coverage endorsement from an insurance company authorized to do business in the State of Oregon. The limits shall not be less than five hundred thousand dollars (\$500,000) per occurrence for personal injury and property damage. The City, its employees, officials, and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this contract to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Contractor understands the City is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that City's financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Contractor agrees that the limits regarding liability insurance set forth in this section will be modified to conform to such limits. Contractor and City shall sign an amendment to this contract incorporating such modification.

**12.1.2. Workers' Compensation.** Contractor must provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption must be provided to the City.

**12.2. Additional Coverages.**

**12.2.1.  Professional Liability.** Contractor shall maintain a Professional Liability Fund (PLF) insurance policy for each attorney providing coverage \$300,00 aggregate of all claims plus an additional \$75,000 claims expense allowance as provided in the 2023 PLF Primary Coverage Plan. The policy may be written on a "claims made" form. Contractor shall maintain the professional liability insurance coverage for at least one year after the completion of work.

**12.2.2.  Cybersecurity.** Contractor shall maintain in force during the duration of this agreement a cybersecurity policy with limits not less than \$2,000,000.

**12.3. Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**12.4. Additional Insured.** All insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Contract must include an additional insured endorsement specifying the City and its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**12.5. Waiver of Subrogation.** Contractor waives, and must require its first tier contractors and subcontractors waive, rights of subrogation which Contractor, Contractor's first tier contractors and subcontractors, if any, or any insurer of Contractor may acquire against the City by virtue of the payment of any loss. Contractor must obtain, and require its first tier contractors and subcontractors to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has

received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**12.6. Tail Coverage.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor must maintain, and require its first tier contractors and subcontractors, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and City's acceptance of all Goods and Services provided under this Contract, or, (ii) City or Contractor termination of this Contract, or, (iii) the expiration of all warranty periods provided under this Contract.

**12.7. Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

**12.8. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within two days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to City Finance Department at purchasing@springfield-or.gov. Regardless of what circumstances cause Contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. \_\_\_\_\_ **(Contractor initials)**

**12.9. Equipment and Material.** Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

### **13. Independent Contractor Status, Tax duties and Liabilities.**

**13.1.** Contractor will perform all Services as an independent contractor. Although City may (a) determine and modify the delivery schedule for Goods to be delivered and Services to be performed and (b) evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. Contractor is not an "officer," "employee," or "agent" of City as those terms are used in ORS 30.265.

**13.2.** Contractor shall be responsible for all federal, state, and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. City will not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

**14. Legal Representation.** This Agreement was prepared by the City. Contractor has had the opportunity to have this Agreement reviewed by its own legal counsel prior to its execution.

**15. Venue and Choice of Law.** Venue for litigation concerning this Agreement rests exclusively with the court of the State of Oregon for Lane County. Any dispute arising under this Agreement will be governed by the law of the State of Oregon.

**16. Force Majeure.** If Contractor is delayed by reason of weather, fire, riot, strikes, acts of God or other circumstances beyond Contractor's reasonable control, City may terminate this Agreement in writing to Contractor after determining such delay or default will unreasonably prevent successful performance of the Contract. If City elects not to terminate the Contract, Contractor will be entitled to additional time to complete the Contract equal to that lost by an or all of the above causes.



**17. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**18. Records & Data.**

**18.1. Access to Data.** City and its duly authorized representatives shall have access to books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

**18.2.  Rights in Data.** All original written material in whatever form, whether print or digital, prepared for City pursuant to this Agreement, is the exclusively the property of the City. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, belong to Contractor. This Agreement does not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to the City pursuant to this Agreement. Contractor will not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

**19. Confidentiality.** During the course of performance hereunder, Contractor or its agent, employees, or contractors, may receive confidential information. Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.

**19.1. Additional Provisions.** Contractor must comply with the terms and conditions in the followed addenda, incorporated by reference, in the receipt and handling of confidential information:

- Confidential Information Addenda
- Business Associate Agreement (HIIPAA Compliance) Addenda

**20. Waiver.** Failure of City to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by City of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

**21. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of City. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

**22. Termination.**

**22.1.** By the City for Any Reason. The performance of work under this Agreement may be terminated by City, in whole or in part, whenever for any reason City shall determine that such termination is in the best interest of City.

**22.2.** By Contractor for Any Reason. Contractor may terminate services with 120 days written Notice of Termination.

**22.3.** Notice of Termination. Termination by either party under this section is effected by delivery to the non-terminating party of a written Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective.

**22.4.** Phase-Out Plan. Upon delivery to the non-terminating party of a Notice of Termination under this paragraph, the Contractor and City shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Contractor's work and payment therefore by City (said agreement hereinafter referred to as the "Phase-

Out Plan"). Under the Phase-Out Plan, Contractor shall complete timely and adequate legal services on all existing court appointments on cases assigned before the effective date of the termination. The Phase-Out Plan may include transitioning all active cases to another Contractor under contract with the City, or if the Contractor retains existing clients until those cases are closed, compensation shall be made on a case basis at a rate of \$135 per case or as agreed upon in the Phase-Out Plan. Under no circumstances will the monthly payment be made to the Contractor after this agreement is terminated. Contractor will be allowed to issue an invoice for the month or prorated partial month for services rendered prior to the date of termination.

**22.5. Termination for Cause.** City may terminate this contract for cause, for the following reasons:

**22.5.1.** Contractor's material breach of this Agreement including material misuse of Agreement funds;

**22.5.2.** Contractor's willful or habitual disregard of the procedures required by the courts in which Contractor provides services;

**22.5.3.** Contractor's demonstrated continued inability to serve adequately the interest the interest of its clients;

**22.5.4.** Contractor's failure to abide by standards of performance and rules of professional conduct; or

**22.5.5.** Some other cause which has substantially impaired Contractor's ability to provide adequate legal services under this contract or fulfill the obligation of this Agreement.

**23.** The performance of work under this Agreement may be terminated by City, in whole or in part, whenever for any reason City shall determine that such termination is in the best interest of City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Contractor of a Notice of Termination under this paragraph, the Contractor and City shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Contractor's work and payment therefore by CITY.

**24. Assignment/Subcontract.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of City. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

**25. Compliance with All Government Regulations.** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor. This section includes, but is not limited to, compliance with all applicable requirements of Federal and State civil rights statutes, rules, and regulations, and all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

**26. Attorney Fees.** Except for defense costs and expenses pursuant to section 12, neither City nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

**27. Construction of Agreement.** This Contract shall not be construed more favorably to City due to the preparation of this Contract by City. The headings and subheadings in this Contract are for convenience, do not form a part of this Contract, and shall not be used in construing this Contract.

**28. Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

CITY OF SPRINGFIELD:

CONTRACTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_



**City of Springfield Public Contract Addendum  
Required Contract Terms Under ORS 279B – Goods, Services, and Personal Services**

**Pursuant to Oregon law, this public contract includes the following terms and conditions, when applicable:**

1. The contractor must make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1).
2. The contractor must pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
3. That contractor must not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3). The parties acknowledge that the contractor represents indigent criminal defendants and does not have control over their actions with regard to filing a lien or claim against the City.
4. The contractor must pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
5. If the agreement is for lawn and landscape maintenance, Contractor must salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
6. The contractor must promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
7. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
8. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).
9. If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
10. If the contract is for services, persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Contractor shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

# Attachment 1

## Scope of Work

The City of Springfield is seeking proposals to provide legal services to persons determined by the Springfield Municipal Court to be indigent and entitled to court-appointed counsel. The basic services required are legal representation and administrative support services necessary to provide effective, efficient legal representation that meets established professional standards of practice. The City anticipates that one or multiple contractors may be required to provide indigent legal services. As such, Proposer should anticipate collaboration with City staff and other service providers. The term of the non-exclusive contract will be for three (3) years with two (2) possible one (1) year renewals upon agreement of both parties which includes the review and approval of the Springfield Common Council in consideration of the requirements of the Springfield Municipal Code Section 2.708(3).

### 1. INTRODUCTION

The Springfield Municipal Court has jurisdiction over misdemeanors, violations and civil infraction matters that occur within the City of Springfield. Persons charged with a misdemeanor are entitled to legal representation regardless of their ability to pay and the Springfield Municipal Court may contract with individual attorneys, private firms, consortia, and full time nonprofit public defender organizations for indigent legal services.

#### (a) Desired Representation

The City of Springfield currently provides representation to those persons determined by a Springfield Municipal Court Judge to be indigent and entitled to court-appointed counsel. The current model for appointment of counsel is through a non-profit of attorneys. Compensation is based on an approximate rate of 3000 cases dispositioned annually. Attorneys are to represent clients from the date of appointment (generally at arraignment), through trial or other resolution of the case, including but not limited to plea agreement and sentencing, post-sentence restitution hearing, diversion periods, and deferred prosecution periods. Attorneys are removed after disposition of a non-probation case or a standard probation case. If a criminal case proceeds to trial and results in a conviction, the attorney is responsible for preparing and filing a Notice of Appeal. If a client enters a specialty court, the attorney may withdraw after a client has been accepted into the specialty court and after notice of substitution of counsel has been filed naming the defense attorney assigned to the specialty court as the new attorney of record. Attorneys are expected to participate in meetings and discussions around continued process improvements, court efficiencies, and new potential programs. The head of the consortium or defense firm or other is expected to meet with the Presiding Judge quarterly to discuss concerns or issues with the Court.

The citizens of Springfield place a high priority on public safety and have approved bond measures to build and tax levies to operate a municipal jail.

The table below reflects court-appointed attorney case activity in the past three fiscal years. The City of Springfield fiscal year commences July 1 and concludes June 30.

<b>Misdemeanor Data</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>
Court-Appointed Attorney Represented Probation Show Cause Dispositions	244	371	496
Court-Appointed Attorney Represented Misdemeanor Dispositions	1413	1557	1676
Total Court-Appointed Case Referrals	2008	2172	2409

### 2. SCOPE OF WORK

The selected Proposer(s) shall provide effective and efficient legal representations for court-appointed indigent clients at Springfield Municipal Court at all stages of a case assigned under the contract.

#### DUTIES

Proposer will provide the following services:

- Attend regularly scheduled in-custody arraignments;
- Attend regularly schedule out of custody arraignments and Initial Show Cause Appearance dockets;
- Establish and follow procedures to ensure prompt notification to the court of the specific attorney assigned to each case;
- Attorneys must meet their in custody clients telephonically within 24 hours (excluding weekends and holidays); for clients who are out of custody, within 72 hours of notification of appointment (excluding weekends and holidays). Inmates held at Lane County Adult Corrections are not transported to the Springfield Municipal Jail for initial meetings;

- Adequately staff and attend all court sessions on appointed matters; provide coverage for courtroom appearances during vacation or leave of absence of the assigned attorney;
- Investigate cases, propose resolutions, represent clients in bench and jury trials, file and argue legal motions, draft appropriate legal memoranda, negotiate and litigate show cause hearings, and represent clients at sentencing hearings and contempt of court hearings on all misdemeanors for indigent clients;
- Employ adequate administrative staffing to ensure attorney assignments are completed within the required timelines;
- Participate regularly in meetings with City Administration, Court staff, and the City Prosecutor's Office to discuss process and procedural topics including but not limited to case flow and case management, as well as other recurring meetings as required for any specialty courts/dockets;
- Respond in a timely manner to all telephone calls from clients, as well as to the City Prosecutor and Court staff;
- Maintain contact with clients and keep them informed until the case is terminated. Advise clients that regular and continuous contact is necessary to the preparation of the defense, and employ reasonable means to secure and maintain such contact including, but not limited to, notifying clients in advance of the date, time and location of all critical stages in the process of the client's particular case with enough advanced notice that the client has time to prepare for each stage;
- Implement a method to respond promptly to client complaints. The Court will first direct clients to the attorney, firm, or agency which provided representation;
- Assist with and/or be knowledgeable about any specialty court dockets or mental health dockets;
- Comply with all federal and state laws regarding access to Proposer's facilities, including elimination of barriers which limit access for the disabled.

### **3. COMPENSATION**

Proposer shall propose to receive a flat amount annually for providing services as set forth in the Attachment 1 - Scope of Work. Equal monthly payments will be made for the prior month's work. Information to be included in the invoice will be the total amount of cases dispositioned in the previous month and is subject to Municipal Court approval. Invoice must be submitted no later than the 15<sup>th</sup> of the month.

Proposer shall include within their proposal submittal a compensation schedule and an annual project contract amount, based on an average of 3000 cases annually.

### **4. GENERAL INFORMATION**

- a) The Springfield Municipal Court must approve and assign court-appointed counsel for indigent clients.
- b) All court-appointed attorneys must meet the minimum attorney qualification standards for the types of cases processed at Springfield Municipal Court, as specified in the State of Oregon Office of Public Defense Services Best Practices for Oregon Public Defense Providers.
- c) Court-appointed attorneys must maintain meaningful attorney/client relationships in accordance with the Oregon Rules of Professional Conduct.
- d) Appointment to a case shall terminate as set forth in Section 1 (a)
- e) Proposer shall specify the number of appointments that will be accepted by the Proposer. Proposal should include a percentage representing the number of Springfield Municipal Court appointments in proportion to all other represented cases (retained and appointed by other courts).
- f) Court-appointed attorneys are responsible for all reasonable and necessary administrative expenses that are ordinary and related to routine case investigation, preparation and trial. Expenses include, but are not limited to: copies, phone and postage, and mileage.
- g) All extraordinary case expenses are subject to judicial approval prior to expenditure of funds for case expenses. Extraordinary case expenses must be preauthorized by the presiding judge in accordance with ORS 135.055(3). Extraordinary case expenses may include expert witnesses, psychiatric exams, and extraordinary investigation requiring an investigator's services. Psychiatric examinations for fitness to proceed will be conducted upon judicial approval and will be conducted by psychologists and/or psychiatrists currently approved by the Springfield Municipal Court. For Court appearances, language interpreter services are scheduled by the Court.



- h) Court-appointed counsel shall finalize trial settlement negotiations and report cases that are ready for trial no later than 21 days prior to the scheduled trial date pursuant to court practice. Springfield Municipal Court requires court-appointed counsel to appear promptly and fully prepared for all court sessions. (Refer to Attachment 2, Master Court Schedule).
- i) Springfield Municipal Court requires all court-appointed counsel and staff to establish and maintain professional working relationships with Springfield Municipal Court judges and staff; City of Springfield prosecutors and staff; Springfield Municipal Jail staff; Springfield Police Department staff; Lane county Jail staff; and Springfield Finance Department staff. Failure to do so will result in loss of court room privileges. This will be determined at the sole discretion of the presiding judge.
- j) Proposer shall maintain statistical data pertaining to caseload and client appointments. Data shall be reported to Springfield Municipal Court monthly along with a month-end invoice.
- k) Springfield Municipal Court requires the Proposer to have equipment and information systems to provide effective and efficient legal services.
- l) Springfield Municipal Court will provide use of the two conference rooms located in the Courtroom for consultations between attorneys and their clients between the hours of 8:00 am to 4:00 pm Monday through Friday (excluding holidays); no client in custody will be permitted to use the conference rooms; meetings for clients in custody must be held in the respective custodial facility. Springfield Municipal Court does not allow unescorted access to restricted areas.
- m) Proposer will be responsible for any subcontracting due to workload issues or conflict of interest cases with Proposer's law firm. If a case filed has more than one client, Proposer will be responsible for contracting with a conflict attorney.
- n) Proposer shall maintain telephone voicemail and email inboxes such that they are able to accept new voicemail and email messages at all times. Proposer shall have a policy for responding to all client contacts and complaints (including jail kites), including the length of time within which a response must occur. Proposer shall include a copy of this policy with the proposal.

## 5. REQUIREMENTS

- a) The proposal and any modification must be complete, timely and in conformance with the RFP requirements.
- b) Minimum qualifications for attorneys:
  - i) Attorneys
    - (1) Must have a minimum of one (1) years' experience with misdemeanor cases, including jury trial experience;
    - (2) Must be licensed to practice law in Oregon:
      - a. Must be in good standing with Oregon State Bar (Provide Bar Number)
      - b. No outstanding complaints for lack of diligence, communication or ethical violations; applicants must disclose if any involved attorneys have previous bar complaints.
  - ii) Proposer must demonstrate a plan for managing conflict of interest cases. Any attorney(s) designated to cover conflict of interest cases is subject to Springfield Municipal Court approval. Proposer shall be responsible for compensating conflict council from its monthly budget. Plan must include a detailed explanation of how conflicts of interest are identified and tracked.
  - iii) Proposer, staff and/or subcontractors shall submit to Law Enforcement Data Systems (LEDS) required fingerprinting, Criminal Justice Information Services (CJIS) document review and pass level one security test before representing any City referrals.
  - iv) Proposer must maintain Professional Liability Fund coverage minimum of \$300,000 per attorney.

## 6. DEFINITIONS

- a) **Appointment.** The word "appointment" is defined to include the Court's original designation of Independent Contractor, and Independent Contractor's acceptance of such designation, as the attorney for a Client with respect to a case as well as the legal engagement under which Independent Contractor represents the legal interests of the client arising from a case. Independent Contractor's appointment shall be effective upon assignment by the Court and shall terminate when a case has reached disposition or when a motion to withdraw has been granted. If a client fails to appear for a court proceeding and the court issues a bench warrant for the arrest of the client, the attorney shall remain the attorney of record for a period of six (6) months following the failure to appear. There may be multiple appointments on a single case. Appointments are further subject to termination by the Court if the defendant no longer qualifies as indigent. Reappointments are made upon

judicial approval. It is the responsibility of the Independent Contractor to track the time period following a client's failure to appear and file a motion to withdraw.

- b) Case (or Police Case).** A "case" shall include all charges for one defendant arising from a single incident, the allegations of which resulted in Independent Contractor's appointment, notwithstanding multiple docket numbers. Show cause appearances are a separate case.
- c) Case Expenses.** The term "case expenses" means and includes all out-of-pocket expenses incurred by Independent Contractor for discovery, expert witnesses, psychiatric exams, private investigators, and similar services that are reasonably necessary to advance the defense of a client in a case.
- d) Caseload.** The term "caseload" means the amount of work assigned to Independent Contractor and each attorney. With respect to any period of time, the caseload for such period of time shall be equal to the number of cases appointed and pending during that period, to exclude inactive cases such as those out on warrant or on diversion.
- e) Client.** The word "client" means any person who has been appointed to Independent Contractor for legal assistance, until such time as the appointment terminates. The relationship between a client and Independent Contractor is that of client and attorney, in which the City shall have no private knowledge or concern.
- f) Disposition.** The word "disposition" means the sentencing or other final settlement of a criminal case. A Diversion or Deferred Prosecution Agreement is considered disposed when the case is dismissed or sentence.

# IMPORTANT NOTICE!!

If you download these materials and wish to be added to the proposer contact list send an email to:

[purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov)

Information to be provided:

- “RFP# 3579 Indigent Defense Services” in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

It will be the responsibility of each participating supplier to refer daily to the City of Springfield – Purchasing/Contracts website <http://www.springfield-or.gov/city/finance/purchasing/indigent-defense-services> to check for any available addendum to current opportunities, cancellations or intents to award posted.



**CITY OF SPRINGFIELD  
OREGON**

**Request for Proposal #3579  
Municipal Court  
Indigent Defense Services**

Sealed proposals will be received by the Finance Department, City of Springfield, 225 Fifth Street, Springfield OR, 97477, Attn: Jessica Mumme until 2:00 p.m. Pacific Standard Time (PST), March 29, 2024 and opened at 2:15 p.m. PST the same day. Sealed proposals must be marked “**RFP#3579 Indigent Defense Services**”.

The City of Springfield is seeking qualified attorneys to provide legal services to persons determined by the Springfield Municipal Court to be indigent and entitled to court-appointed counsel. The basic services required are legal representation and administrative support services necessary to provide effective, efficient legal representation that meets established professional standards of practice.

Proposal packets are available on the City’s website at [www.springfield-or.gov](http://www.springfield-or.gov) (City > Finance > Purchasing and Contracts then RFP #3579 Indigent Defense Services) or by contacting Jessica Mumme via email at: [purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov).

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Request for Proposals when doing so is deemed to be in the best interest of the City.

The City of Springfield encourages proposers or sub-contractors who are minority, woman-owned and emerging small businesses to participate in City projects.

If any respondent requires special assistance or auxiliary aids during the proposal, evaluation, or award process, please contact Jessica Mumme via email at [purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov) at least two (2) business days prior to the required assistance.



# **Request for Proposal**

## **#3579**

### **Indigent Defense Services**

City of Springfield  
Municipal Court  
Springfield, Oregon 97477

**February 28, 2024, 5 p.m. PST**

## I. Project Overview

The City of Springfield's purpose for issuing this RFP is to establish a contract(s) with an attorney(s) or a firm or a consortium or other qualified entity that have the experience and training to provide legal representation for indigent adults as appointed by the Springfield Municipal Court for misdemeanor offenses. Services are limited to the representation of adults in cases who have been determined by the Springfield Municipal Court to be indigent. Services do not include representation of felony cases. The scope of indigent legal services is described in Attachment 1- Scope of Work.

The City, at its sole discretion, may choose to award to multiple proposers.

## II. Overall Project Description and Scope of Work

The City of Springfield's purpose for issuing this RFP is to establish a contract with a qualified entity for indigent defense services. The scope of indigent defense services are described in Attachment 1 - Scope of Work.

## III. Proposal Submission Requirements

Your response to the Request for Proposal must contain all of the information requested in the Request for Proposal along with acknowledgement of all addenda. A completeness check will be conducted for each submission. Incomplete submissions will not be accepted. Submissions must include the items organized and numbered to correspond to each requirement below:

### Content requirements

1. **General** – Proposals will be clear and concise. The City encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, the City encourages Proposers to print on both sides of a sheet of paper whenever possible.
2. **Cover Letter** – All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual/firm.
  - a. The letter must introduce the Proposal, provide an overview of your representation according to the Attachment 1 Statement of Work.
  - b. Affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment 2 Sample Contract terms and conditions.
  - c. The letter must designate the Proposer's contact person during the Proposal review process.
  - d. Identify whether you qualify as resident bidder as described in ORS279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
  - e. Include a statement of the firm's ability to begin work July 1, 2024, and a statement that the submission is a firm offer for a 90-day period.
  - f. Pending Litigation: Identify any past, pending or threatened litigation or administrative or state ethics board or similar body proceedings to which you or any of your partners are a party and which would either materially impair your ability to perform the services enumerated herein, or, if decided in an adverse manner, materially adversely affect the financial condition of your firm. Any firm selected pursuant to this RFP will be required to advise the city of any developments during the term of this appointment with respect to existing and/or any new civil or criminal legal investigations, pertinent litigation and/or regulatory action involving the firm or its employees which could impact the firm's role or ability to perform the consulting services.



3. **Qualifications** - Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and extent of indigent defense work.
4. **Resumes** - Provide resumes and technical experience of key personnel expected to complete the work. Include resumes for any proposed subcontract attorneys. For attorneys, provide Oregon State Bar Number. Attorneys must have a minimum of one (1) year experience with misdemeanor cases, including trial experience and be in good standing with the Oregon State Bar. Administrative staff must have a minimum of one (1) year experience in legal office work environment and a minimum of one (1) year experience with word processing and spreadsheet software (example: Microsoft Word and Excel). Note: All attorneys and staff are subject to criminal background checks.
5. **Approach** - The proposal should set forth a work plan, including an explanation of the methodology to be followed, to perform the services required in this request for proposal.

Proposers will be required to provide the following information on their approach:

- a. How Proposer will ensure effective legal representation. Factors considered shall include the following: misdemeanor legal representation experience, attorney practice statistics, available support staff, and caseload per attorney. Proposal shall include a percentage representing the number of Springfield Municipal Court appointments in proportion to all other represented cases (retained and appointed by other courts).
- b. Describe current caseload and plan for incorporating Springfield Municipal Court caseload.
- c. How Proposer will incorporate other law practice obligations to the workload responsibilities of the City, and what kind of priority Court appointments will be given in relationship to other contracts and obligations of an attorney.
- d. How the Proposer will assign cases to attorneys after arraignment and maintain client/attorney assignment through disposition.
- e. How Proposer will coordinate staff and attorney absences to provide for adequate coverage of all court sessions.
- f. How Proposer will track, identify, and notify court of any conflict of interest. Proposer must demonstrate plan for managing conflict of interest cases. Plan must include a detailed explanation of how ethical conflicts for an individual attorney and conflicts for the firm are identified and traced.
- g. How Proposer will schedule interviews with both in-custody and out-of-custody clients, and the timeline Proposer expects to follow in relation to both.
- h. How Proposer will provide monthly statistical data to the court.
- i. Describe what Proposer needs to do to be ready and able to begin services on the proposed contract effective date.
- j. Describe experience in assisting non-English speaking clients. Provide list of bi-lingual attorneys and administrative staff.
- k. Describe experiences in working with court and staff on issues relating to case management and court procedures.
- l. Proposer's policy for responding to all client contacts (including jail kites), including the length of time within which a response must occur.

6. **Cost Proposal** - Proposer shall include within their proposal submittal a compensation schedule and an annual project contract amount, based on an average of 3,000 cases annually and based on the Scope of Work outlined in Attachment 1 – Scope of Work.
7. **Knowledge and Experience** - Describe experience in comparable municipal court setting processing misdemeanor cases. If applicable, list experience specific to Springfield Municipal Court, local laws and sanctions. (Provide list of experience level for each attorney.)
8. **Facilities** - Describe facility available to meet with clients and compliance with ADA standards.
9. **Equipment** - Describe equipment and electronic information systems Proposer has or will obtain. If additional equipment or software will be purchased, provide timeline for purchasing and training.
10. **Professional Education and Supervision Plan** - Describe any training, CLE, or certifications pertaining to mediation skills or any additional areas of specialized training relevant to municipal court misdemeanor cases.
11. **Transition Plan** - Submit a plan that includes transition plans for assuming caseload as of July 1, 2024, roles and responsibilities.
12. **Diversity** - Describe experience working with a diverse population and addressing local community special interest and quality-of-life issues. Specify diversity training plan for staff and attorneys. In particular, describe your experience representing drug/alcohol addicted and/or mentally ill clients, and any strategies you have developed for providing services to these populations.
13. **References** - Provide a minimum of five (5) references for Indigent Defense Services for organizations for whom you have provided similar services. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include current City Staff.
14. **Attachment 2** – Sample Contract. In your cover letter, indicate acceptance of terms and conditions.
15. **Signed Attachment 3** – Authorization to Legally Bind Bidder.
16. **Signed Attachment 4** – Minority Women Emerging Small Business Form (MWESB).

## IV. Evaluation and Selection Criteria

A committee comprised of representatives from the city will review the Proposals for conformance with the requirements of the Request for Proposals. Conforming Proposals will be evaluated according to the criteria listed below.

1. **Proposal Review**
  - a. The proposals will be examined to determine that the firm satisfies the mandatory elements as identified in section III. Firms who do not meet the mandatory elements will be eliminated from further consideration.
  - b. Next the committee will use the selection criteria as identified in section IV to score each proposal. Based on the strength of the Proposals received, the committee may elect to identify finalists and schedule appointments for presentations and/or interviews. Following the

presentations and/or interviews, if any, the committee will make a final selection based on the best overall interests of the City of Springfield. The committee will rely on information provided in the Proposals and during interviews, if any, as well as information provided by references.

**2. Evaluation Criteria**

Proposals will be evaluated using two sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored. The following represent the criteria which will be considered during the evaluation process.

- a. Mandatory Elements
- b. Proposal Evaluation Criteria

<b>Criteria</b>	<b>Possible Points</b>
Cost	35
Qualifications- demonstrated prior experience in conducting similar work and reference checks	30
Service Delivery	20
Workload size of practice/firm/consortium/qualified entity in relation to work required for City and availability of personnel to adequately meet the needs for indigent defense	10
Proposal preparation and completeness	5
<b>Total</b>	<b>100</b>
Oral Presentation for selected firms (if any)	20
<b>Grand Total</b>	<b>120</b>

- c. Oral Presentations (if any) and Final Scoring
  - i. After the technical proposals have been evaluated and finalist firms have been identified, those firms may be invited to make an oral presentation to the committee.
  - ii. Presentations provide the firms an opportunity to answer any questions or provide clarifications to the committee; however, no changes are allowed to be made to the originally submitted cost.
  - iii. The committee will score the firm’s presentations in the context of the criteria listed in section **IV 2b.** of this document and whether the presentation and responses enhance the scoring of the written proposals. Firms may receive up to an additional 20 points on the presentation.
  - iv. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled, from which the selection of a firm will be made.

d. Tie Breaker

In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on Cost. If these scores are also tied, then by taking the highest scoring proposer based on their Qualifications.



**V. Schedule for Selection Process** *(all times listed are Pacific Standard Time (PST))*

<b>RFP Package Available</b>	<b>February 28, 2024, 5 p.m. PST</b>
<b>Request for Clarification Due (if applicable)</b>	<b>March 18, 2024, 2 p.m. PST</b>
<b>Solicitation Protests Due</b>	<b>Same as request for clarification</b>
<b>Response to Clarification Due (if applicable)</b>	<b>March 22, 2024, 2 p.m. PST</b>
<b>Proposals Due:</b>	<b>March 29, 2024, 2 p.m. PST</b>
<b>Review &amp; Interview (if applicable) proposals due</b>	<b>Approximately 2 weeks after</b>
<b>Intent to Award Notice (approximate)</b>	<b>April 19, 2024</b>
<b>Contract Award (approximate)</b>	<b>May 3, 2024</b>

Public opening of the RFP responses will take place on March 29, 2024 at 2:15 PST at the City of Springfield Finance Department, 225 Fifth Street, Springfield, Oregon, 97477. All interested parties are invited to attend.

Prospective Proposers may contact Jessica Mumme via email at [purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov) for further information regarding this process or to request clarification. **Contact with other City officials may be grounds for disqualification.** Please note that the City of Springfield has implemented this policy to ensure fairness and transparency in the selection process. Upon receipt of an inquiry from a prospective proposer, the message is promptly relayed to the project's lead staff person, who then prepares a written reply. City staff, in turn, posts the questions and responses in an Addendum. Follow-up questions and/or clarifications may continue to be submitted in this fashion until **March 18, 2024, 2 p.m. PST.**

**VI. Instructions to Proposers**

The Request for Proposals may be found on the City of Springfield website at [www.springfield-or.gov](http://www.springfield-or.gov) (<http://www.springfield-or.gov/city/finance/itbrfp> select the document titled **RFP# 3579 Indigent Defense Services**) or in-person at the Springfield City Hall, Finance Department, 225 Fifth Street, Springfield, Oregon, 97477.

Each Proposal must include one (1) original signed submission in paper form, marked "**RFP# 3579 Indigent Defense Services**" and (1) electronic copy (PDF format) on a CD or thumbdrive. Emailed submissions are not accepted. Each original Proposal and required materials must be contained in a sealed envelope or box and must be received no later than 2 p.m., PST, March 29, 2024, at the following address:

City of Springfield  
Finance Department  
Attention: Jessica Mumme  
225 Fifth Street  
Springfield, Oregon 97477

## **VII. Late Proposals Not Considered**

Proposals must be received by the time specified at the address listed above. Any Proposal received after the deadline will not be considered. Faxed or emailed submissions will not be accepted.

## **VIII. Addenda to RFP**

In the event that it is necessary to amend, revise, or supplement any part of the Request for Proposal, addenda will be posted on the City of Springfield's website at [www.springfield-or.gov](http://www.springfield-or.gov) (<http://www.springfield-or.gov/city/finance/itbrfp> select the document titled **RFP# 3579 Indigent Defense Services**). The City will make a reasonable effort to provide the addenda to all Proposers to whom the City provided the initial Proposal. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the Proposal. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda issued by City.

In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the Proposal, the decision of the City shall be final and binding upon all parties.

## **IX. Contract**

The successful Proposer will be expected to enter into a professional services contract with the City. The contract will specify the extent of services to be rendered, the means and methods of providing the services, and the amount of compensation. A sample contract is included as Attachment 2.

## **X. Negotiation of Price Agreement**

The City of Springfield reserves the right to negotiate a final contract which is in the best interest of the City considering cost effectiveness and quality central control. Once a tentative selection has been made by the evaluation committee, City staff will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, City staff will negotiate with other qualified Proposers in the order of their respective qualifications until an agreement is reached or City staff decides to terminate the selection process.

## **XI. City Selection Discretion**

The City of Springfield reserves the right to reject any or all bids and to waive irregularities and informalities in the selection process. The City of Springfield further reserves the right to negotiate, amend, and refine bids in consultation with one or more of the prospective Proposers.

## **XII. Proposal Ownership**

All material submitted by the Proposers shall be considered property of the City of Springfield, and the City will not be required to return same to any Proposer. The material submitted by Proposer will be treated in the same manner as the City's own records.

After opening, all Proposals become part of the public record unless exempt under Oregon Public Records Law. Proposers wishing to exempt appropriate portions of their Proposals from disclosure as public records are encouraged to discuss their concerns with City's Finance Director (address listed below) prior to the submissions of their Proposals.

Nathan Bell, Finance Director  
City of Springfield Finance Department  
225 Fifth Street  
Springfield, OR 97477

## **XIII. Exceptions to Request for Proposal**

If, for any reason, a Proposer should find fault with the structure of this Request for Proposal or with the evaluation process, concerns may be submitted in writing to:

Jessica Mumme  
City of Springfield Finance Department  
225 Fifth Street  
Springfield, OR 97477  
[purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov)

The City will make every effort to answer questions and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website [www.springfield-or.gov](http://www.springfield-or.gov) (<http://www.springfield-or.gov/city/finance/itbrfp> select the document titled **RFP# 3579 Indigent Defense Services**). Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposal must include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before March 18, 2024, 2 p.m. PST.

## **XIV. Solicitation Protest Procedure**

A prospective Proposer may submit formal protests to this Request for Proposal or any addenda to [purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov). This request must be delivered no later than noon local time March 18, 2024, 2 p.m. PST or the close of the next business day following issuance of an addenda, whichever occurs later. A written protest of this Request for Proposals must include:

- Sufficient information to identify the solicitation being protested, such as including "RFP # 3579 Protest" in the email subject line;



- The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name;
- Evidence or supporting documentation that supports the grounds on which the protest is based; and
- The relief sought, including a statement of the desired changes to this RFP or the procurement process the prospective Proposer believes will remedy the conditions that form the basis for the protest.

The City will review protests to the solicitation that are timely filed and notify the prospective Proposers of the decision in writing no fewer than three business days before the closing date, unless the City finds that circumstances warrant a shorter time period. In response to a valid Protest, the City may issue an addendum to this RFP. An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of this RFP.

## **XV. Award Protest Procedure**

Any Proposer who has submitted a Proposal to the City and who is adversely affected by the City's award of the Contract to another Proposer has seven (7) days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City. This right to protest shall conform to the written requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of City's Contract award. Protests must be submitted to:

Nathan Bell  
Finance Director  
City of Springfield  
225 Fifth Street  
Springfield, OR 97477

## **XVI. Cost of Proposal**

The City is not liable for any costs incurred by vendors for the preparation and presentation of their Request for Proposals. This includes any costs in the submission of a Proposal or in making necessary studies or designs for the preparation thereof.

## **XVII. AMERICANS WITH DISABILITIES ACT COMPLIANCE**

If any respondent requires special assistance or auxiliary aids during the proposal, evaluation, or award process, please contact Jessica Mumme via email at [purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov) at least two (2) business days prior to the required assistance.

## Attachment 1 Scope of Work

The City of Springfield is seeking proposals to provide legal services to persons determined by the Springfield Municipal Court to be indigent and entitled to court-appointed counsel. The basic services required are legal representation and administrative support services necessary to provide effective, efficient legal representation that meets established professional standards of practice. The City anticipates that one or multiple contractors may be required to provide indigent legal services. As such, Proposer should anticipate collaboration with City staff and other service providers. The term of the non-exclusive contract will be for three (3) years with two (2) possible one (1) year renewals upon agreement of both parties which includes the review and approval of the Springfield Common Council in consideration of the requirements of the Springfield Municipal Code Section 2.708(3).

### 1. INTRODUCTION

The Springfield Municipal Court has jurisdiction over misdemeanors, violations and civil infraction matters that occur within the City of Springfield. Persons charged with a misdemeanor are entitled to legal representation regardless of their ability to pay and the Springfield Municipal Court may contract with individual attorneys, private firms, consortia, and full time nonprofit public defender organizations for indigent legal services.

#### (a) Desired Representation

The City of Springfield currently provides representation to those persons determined by a Springfield Municipal Court Judge to be indigent and entitled to court-appointed counsel. The current model for appointment of counsel is through a non-profit of attorneys. Compensation is based on an approximate rate of 3000 cases dispositioned annually. Attorneys are to represent clients from the date of appointment (generally at arraignment), through trial or other resolution of the case, including but not limited to plea agreement and sentencing, post-sentence restitution hearing, diversion periods, and deferred prosecution periods. Attorneys are removed after disposition of a non-probation case or a standard probation case. If a criminal case proceeds to trial and results in a conviction, the attorney is responsible for preparing and filing a Notice of Appeal. If a client enters a specialty court, the attorney may withdraw after a client has been accepted into the specialty court and after notice of substitution of counsel has been filed naming the defense attorney assigned to the specialty court as the new attorney of record. If a client fails to appear for a court proceeding and the court issues a bench warrant for the arrest of the client, the attorney shall remain the attorney of record for a period of six (6) months from the date of the failure to appear. Attorneys shall remain appointed on non-DUII Diversion or Deferred Prosecution Agreements until the matters are completely resolved with a dismissal or a show cause; in all other cases, new appointments are made for show cause probation violation proceedings. Reappointments are made upon judicial approval. Attorneys are expected to participate in meetings and discussions around continued process improvements, court efficiencies, and new potential programs. The head of the consortium or defense firm or other is expected to meet with the Presiding Judge quarterly to discuss concerns or issues with the Court.

The citizens of Springfield place a high priority on public safety and have approved bond measures to build and tax levies to operate a municipal jail.

The table below reflects court-appointed attorney case activity in the past three fiscal years. The City of Springfield fiscal year commences July 1 and concludes June 30.

<b>Misdemeanor Data</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>
Court-Appointed Attorney Represented Probation Show Cause Dispositions	244	371	496
Court-Appointed Attorney Represented Misdemeanor Dispositions	1413	1557	1676
Total Court-Appointed Case Referrals	2008	2172	2409

## **2. SCOPE OF WORK**

The selected Proposer(s) shall provide effective and efficient legal representations for court-appointed indigent clients at Springfield Municipal Court at all stages of a case assigned under the contract.

### **DUTIES-**

Proposer will provide the following services:

- Attend regularly scheduled in-custody arraignments;
- Attend regularly schedule out of custody arraignments and Initial Show Cause Appearance dockets;
- Establish and follow procedures to ensure prompt notification to the court of the specific attorney assigned to each case;
- Attorneys must meet their in custody clients telephonically within 24 hours and must meet them in person within 72 hours (excluding weekends and holidays); for clients who are out of custody, within 72 hours of notification of appointment (excluding weekends and holidays). Inmates held at Lane County Adult Corrections are not transported to the Springfield Municipal Jail for initial meetings;
- Adequately staff and attend all court sessions on appointed matters; provide coverage for courtroom appearances during vacation or leave of absence of the assigned attorney;
- Investigate cases, propose resolutions, represent clients in bench and jury trials, file and argue legal motions, draft appropriate legal memoranda, negotiate and litigate show cause hearings, and represent clients at sentencing hearings and contempt of court hearings on all misdemeanors for indigent clients;
- Employ adequate administrative staffing to ensure attorney assignments are completed within the required timelines;
- Participate regularly in meetings with City Administration, Court staff, and the City Prosecutor's Office to discuss process and procedural topics including but not limited to case flow and case management, as well as other recurring meetings as required for any specialty courts/dockets;
- Respond in a timely manner to all telephone calls from clients, as well as to the City Prosecutor and Court staff;
- Maintain contact with clients and keep them informed until the case is terminated. Advise clients that regular and continuous contact is necessary to the preparation of the defense, and employ reasonable means to secure and maintain such contact including, but not limited to, notifying clients in advance of the date, time and location of all critical stages in the process of the client's particular case with enough advanced notice that the client has time to prepare for each stage;
- Implement a method to respond promptly to client complaints. The Court will first direct clients to the attorney, firm, or agency which provided representation. If the client feels that he or she has not received an adequate response, the City of Springfield may designate a person or agency to evaluate the legitimacy of complaints and to follow up on meritorious ones;
- Assist with and/or be knowledgeable about any specialty court dockets or mental health dockets.
- Comply with all federal and state laws regarding access to Proposer's facilities, including elimination of barriers which limit access for the disabled.

## **3. COMPENSATION**

Proposer shall propose to receive a flat amount annually for providing services as set forth in the Attachment 1 - Scope of Work. Equal monthly payments will be made for the prior month's work. Information to be included in the invoice will be the total amount of cases dispositioned in the previous month and is subject to Municipal Court approval. Invoice must be submitted no later than the 15<sup>th</sup> of the month.

Proposer shall include within their proposal submittal a compensation schedule and an annual project contract amount, based on an average of 3000 cases annually.



#### 4. GENERAL INFORMATION

- a) The Springfield Municipal Court must approve and assign court-appointed counsel for indigent clients.
- b) All court-appointed attorneys must meet the minimum attorney qualification standards for the types of cases processed at Springfield Municipal Court, as specified in the State of Oregon Office of Public Defense Services Best Practices for Oregon Public Defense Providers.
- c) Court-appointed attorneys must maintain meaningful attorney/client relationships in accordance with the Oregon Rules of Professional Conduct.
- d) Appointment to a case shall terminate as set forth in Section 1 (a)
- e) Proposer shall specify the number of appointments that will be accepted by the Proposer. Proposal should include a percentage representing the number of Springfield Municipal Court appointments in proportion to all other represented cases (retained and appointed by other courts).
- f) Court-appointed attorneys are responsible for all reasonable and necessary administrative expenses that are ordinary and related to routine case investigation, preparation and trial. Expenses include, but are not limited to: copies, phone and postage, and mileage.
- g) All extraordinary case expenses are subject to judicial approval prior to expenditure of funds for case expenses. Extraordinary case expenses must be preauthorized by the presiding judge in accordance with ORS 135.055(3). Extraordinary case expenses may include expert witnesses, psychiatric exams, and extraordinary investigation requiring an investigator's services. Psychiatric examinations for fitness to proceed will be conducted upon judicial approval and will be conducted by psychologists and/or psychiatrists currently approved by the Springfield Municipal Court. For Court appearances, language interpreter services are scheduled by the Court.
- h) Court-appointed counsel shall finalize trial settlement negotiations and report cases that are ready for trial no later than 21 days prior to the scheduled trial date pursuant to court practice. Springfield Municipal Court requires court-appointed counsel to appear promptly and fully prepared for all court sessions. (Refer to Attachment 2, Master Court Schedule).
- i) Springfield Municipal Court requires all court-appointed counsel and staff to establish and maintain professional working relationships with Springfield Municipal Court judges and staff; City of Springfield prosecutors and staff; Springfield Municipal Jail staff; Springfield Police Department staff; Lane county Jail staff; and Springfield Finance Department staff. Failure to do so will result in loss of court room privileges. This will be determined at the sole discretion of the presiding judge.
- j) Proposer shall maintain statistical data pertaining to caseload and client appointments. Data shall be reported to Springfield Municipal Court monthly along with a month-end invoice.
- k) Springfield Municipal Court requires the Proposer to have equipment and information systems to provide effective and efficient legal services.
- l) Springfield Municipal Court will provide use of the two conference rooms located in the Courtroom for consultations between attorneys and their clients between the hours of 8:00 am to 4:00 pm Monday through Friday (excluding holidays); no client in custody will be permitted to use the conference rooms; meetings for clients in custody must be held in the respective custodial facility. Springfield Municipal Court does not allow unescorted access to restricted areas.
- m) Proposer will be responsible for any subcontracting due to workload issues or conflict of interest cases with Proposer's law firm. If a case filed has more than one client, Proposer will be responsible for contracting with a conflict attorney.
- n) Proposer shall maintain telephone voicemail and email inboxes such that they are able to accept new voicemail and email messages at all times. Proposer shall have a policy for responding to all client contacts and complaints (including jail kites), including the length of time within which a response must occur. Proposer shall include a copy of this policy with the proposal.

## 5. REQUIREMENTS

- a) The proposal and any modification must be complete, timely and in conformance with the RFP requirements.
- b) Minimum qualifications for attorneys:
  - i) Attorneys
    - (1) Must have a minimum of one (1) years' experience with misdemeanor cases, including jury trial experience;
    - (2) Must be licensed to practice law in Oregon:
      - a. Must be in good standing with Oregon State Bar (Provide Bar Number)
      - b. No outstanding complaints for lack of diligence, communication or ethical violations; applicants must disclose if any involved attorneys have previous bar complaints.
  - ii) Proposer must demonstrate a plan for managing conflict of interest cases. Any attorney(s) designated to cover conflict of interest cases is subject to Springfield Municipal Court approval. Proposer shall be responsible for compensating conflict council from its monthly budget. Plan must include a detailed explanation of how conflicts of interest are identified and tracked.
  - iii) Proposer, staff and/or subcontractors shall submit to Law Enforcement Data Systems (LEDS) required fingerprinting, Criminal Justice Information Services (CJIS) document review and pass level one security test before representing any City referrals.
  - iv) Proposer must maintain Professional Liability Fund coverage minimum of \$300,000 per attorney.

## 6. DEFINITIONS

- a) **Appointment.** The word "appointment" is defined to include the Court's original designation of Independent Contractor, and Independent Contractor's acceptance of such designation, as the attorney for a Client with respect to a case as well as the legal engagement under which Independent Contractor represents the legal interests of the client arising from a case. Independent Contractor's appointment shall be effective upon assignment by the Court and shall terminate when a case has reached disposition or when a motion to withdraw has been granted. If a client fails to appear for a court proceeding and the court issues a bench warrant for the arrest of the client, the attorney shall remain the attorney of record for a period of six (6) months following the failure to appear. There may be multiple appointments on a single case. Appointments are further subject to termination by the Court if the defendant no longer qualifies as indigent. It is the responsibility of the Independent Contractor to track the time period following a client's failure to appear and file a motion to withdraw.
- b) **Case (or Police Case).** A "case" shall include all charges for one defendant arising from a single incident, the allegations of which resulted in Independent Contractor's appointment, notwithstanding multiple docket numbers. Show cause appearances are a separate case.
- c) **Case Expenses.** The term "case expenses" means and includes all out-of-pocket expenses incurred by Independent Contractor for discovery, expert witnesses, psychiatric exams, private investigators, and similar services that are reasonably necessary to advance the defense of a client in a case.
- d) **Caseload.** The term "caseload" means the amount of work assigned to Independent Contractor and each attorney. With respect to any period of time, the caseload for such period of time shall be equal to the number of cases appointed and pending during that period, to exclude inactive cases such as those out on warrant or on diversion.
- e) **Client.** The word "client" means any person who has been appointed to Independent Contractor for legal assistance, until such time as the appointment terminates. The relationship between a client and Independent Contractor is that of client and attorney, in which the City shall have no private knowledge or concern.

f) **Disposition.** The word “disposition” means the sentencing or other final settlement of a criminal case. A Diversion or Deferred Prosecution Agreement is considered disposed when the case is dismissed or sentence.



# CITY OF SPRINGFIELD

## CONTRACT FOR SERVICES

Contract # \_\_\_\_\_ email [purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov) for contract # \_\_\_\_\_

Dated:

Parties: City of Springfield "CITY"  
A Municipal Corporation of the State of Oregon  
225 5<sup>th</sup> Street  
Springfield, OR 97477

and

"Contractor"

### Additional Contractor Information:

- a) Type of Entity:  Sole Proprietorship  Partnership  
 Limited Liability Comp  Corporation
- b) Address:
- c) Telephone:
- d) Fax No:
- e) If Applicable, Listed among the Parties Excluded from Federal Procurement or Non-Procurement Programs found at: <https://www.sam.gov/content/exclusions>:  Yes  No

### City Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions, and conditions, in addition to the terms and conditions in any attached addenda:

- 1. Services to be Delivered.** Contractor shall perform the Services and deliver to the City the Deliverables specified in Attachment 1. The Statement of Work (Attachment 1) includes the delivery schedule for the Deliverables and Services. Contractor will perform the Services in accordance with the terms and conditions of this Contract.
- 2. Payment by City.** The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$\*\*\*,\*\*\*.\*\*. City will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract and will not pay for Services performed before the Effective Date or after the expiration or termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be

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fully effective before Contractor performs Services subject to the amendment. City will pay Contractor for only for completed Deliverables and Services performed according to the schedule and rates in Attachment 1.

3. **Expenses.** City will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Contract.
4. **Term.** This Agreement is effective as of the date first set forth above and will continue until \_\_\_\_\_, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.  
[Check as applicable to scope of services. Renewal term must be consistent with the solicitation. Non Appropriation required for terms that span multiple fiscal years.]
  - 4.1.  **Renewal.** This Agreement may be extended for three (3) additional one-year terms upon mutual agreement of the parties in writing.
  - 4.2.  **Non-Appropriation.** The obligation of the City to make payments beyond June 30, [end of current fiscal year] is subject to annual appropriation. To the extent that funds are appropriated to make those payments for a given fiscal year, the full faith and credit of the City is pledged to the payments for such fiscal year. The obligation of the City to make those payments is not secured by the unlimited taxing power of the City and is not a general obligation of the City, The City's obligation to make those payments in any year is subject to future appropriation of funds by the City Council for the fiscal year in which the payment is due. In the event that funds are not so appropriated, payments will not be made and this Agreement will be terminated as of the date noted in this subsection 4.2.
5. **Invoice.** City will pay Contractor's invoices on Net 30 day terms upon City acceptance of Services performed and Goods delivered as stated in section 7. Contractor must send invoices to: Accounts Payable - City of Springfield, 225 5<sup>th</sup> Street, Springfield, OR 97477 or email to [ap@springfield-or.gov](mailto:ap@springfield-or.gov). The invoice must reference this contract #XXXX and approval code #XXX.
6. **Overdue Charges.** Contractor may assess overdue account charges to City on unpaid invoices only as stated in this section. Overdue account charges must be the same as the usual overdue account charges to the general clientele of the vendor. Overdue claims are only those claims that have not been paid within 45 days of: the date of the City's receipt of the invoice, the date of the initial billing statement if there is no invoice, or the date the claim is made certain by agreement of the parties or by operation of law. However, no overdue account charges will accrue on any purchases made by City during time of civil emergency or in the event of a natural disaster which prevents the timely payment of accounts. In such instances accounts shall be paid in as timely a manner as possible. The date of the check or automatic funds transfer in payment of the claims will be used to determine if the claim has been paid in a timely manner. It is a rebuttable presumption that the check was correctly dated.
7. **Rejection of Deliverables.** If City determines that a Deliverable does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, City will notify Contractor in writing of City's rejection of the Deliverable(s), and describe in reasonable detail in such notice the City's basis for rejection of the Deliverable(s). Within 21 days of receiving notice of non-acceptance, the Contractor must modify or improve the Deliverables at Contractor's sole expense so that the Deliverable(s) meets the acceptance criteria in all material respects, notify the City in writing that it has completed such modifications or improvements, and re-tender the Deliverables to City. Within 21 days of Contractor's re-tender of the Deliverable(s), City will review the modified or improved Deliverable(s). Failure of the Deliverables to meet the acceptance criteria in all material respects after the second submission will constitute a default by Contractor. In the event of such default, Agency may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set

forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Contract.

**8. Contractor's Representations.** Contractor represents that:

- 8.1.** Contractor has the authority to enter into and perform according to this Contract, and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable according to its terms;
- 8.2.** Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and skillful manner according to standards applicable to Contractor's industry, trade, or profession; and
- 8.3.** Contractor is, and must be at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services.

**9. Sourcing.** [Insert here a description the sourcing activity that was performed.]

**10. First Point of Contact.**

[Contractor name]- [Contractor contract name, email] PH [Contractor ph #]  
City-[NAME and email] - PH: 541.[###.####]

**11. Indemnification and Hold Harmless.**

- 11.1.** Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents and employees from and against all claims, actions, liabilities, loss, and costs including attorney's fees and costs of defense, arising in whole or in part from the acts or omissions of Contractor, and Contractor's subcontractors, officers, agents, and employees, in performance of this contract.
- 11.2.** In the event any such action or claim is brought against City, upon tender by City, Contractor will defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.
- 11.3.** Notwithstanding subsections 11.1 and 11.2, neither Contractor nor any attorney engaged by Contractor will defend any claim in the name of the City, nor purport to act as legal representative of the City, without the prior written consent of the City Attorney's Office. CITY may, at any time and at its election, assume its own defense and settlement of any claims. City reserves all rights to pursue any claims it may have against Contractor if the City elects to assume its own defense.
- 11.4.** This Section 11 does not include indemnification by Contractor for losses, claims, or actions resulting from the sole negligence of City or its officers, agents, and employees, whether within the scope of the Contract or otherwise.

**12. Insurance.**

- 12.1. Required Coverages.** Contractor must obtain at Contractor's expense, and require its first tier contractors and subcontractors, if any, to obtain the insurance specified in this section 12 prior to performing under this Contract, and must maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor must obtain and require its first-tier contractors and subcontractors, if any, to obtain the following insurance from insurance companies or entities acceptable to City and authorized to transact the business of insurance and issue coverage in Oregon. Contractor acknowledges that insurance specified in this section does not limit indemnification responsibilities specified in section 11 Indemnification.



- 12.1.1. General Insurance.** Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to City. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit may not be less than \$3,000,000.
- 12.1.2. Automobile Liability Insurance.** Automobile liability insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if Contractor provides evidence that the policy includes a business use endorsement.
- 12.1.3. Workers' Compensation.** Contractor must provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption must be provided to the City.
- 12.2. Additional Coverages.** [City staff check as applicable to scope of services]
- 12.2.1.  Professional Liability.** Contractor shall maintain a professional liability insurance policy reflecting limits of not less than \$2,000,000 for claims for professional acts, errors or omissions arising from the Work. The policy may be written on a "claims made" form. Contractor shall maintain the professional liability insurance coverage for at least one year after the completion of the work. The policy shall contain an endorsement entitling the City not less than 60 days prior written notice of cancellation of such policy
- 12.2.2.  Cybersecurity.** Contractor shall maintain in force during the duration of this agreement a cybersecurity policy with limits not less than \$2,000,000.
- 12.3. Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
- 12.4. Additional Insured.** All insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Contract must include an additional insured endorsement specifying the City and its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.
- 12.5. Waiver of Subrogation.** Contractor waives, and must require its first tier contractors and subcontractors waive, rights of subrogation which Contractor, Contractor's first tier contractors and subcontractors, if any, or any insurer of Contractor may acquire against the City by virtue of the payment of any loss. Contractor must obtain, and require its first tier contractors and subcontractors to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).
- 12.6. Tail Coverage.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor must maintain, and require its first tier contractors and subcontractors, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Contract, for a minimum of

24 months following the later of (i) Contractor's completion and City's acceptance of all Goods and Services provided under this Contract, or, (ii) City or Contractor termination of this Contract, or, (iii) the expiration of all warranty periods provided under this Contract.

**12.7. Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

**12.8. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within two days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to City Finance Department at purchasing@springfield-or.gov. Regardless of what circumstances cause Contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. \_\_\_\_\_ **(Contractor initials)**

**12.9. Equipment and Material.** Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

**13. Independent Contractor Status, Tax duties and Liabilities.**

**13.1.** Contractor will perform all Services as an independent contractor. Although City may (a) determine and modify the delivery schedule for Goods to be delivered and Services to be performed and (b) evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. Contractor is not an "officer," "employee," or "agent" of City as those terms are used in ORS 30.265.

**13.2.** Contractor shall be responsible for all federal, state, and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. City will not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

**14. Legal Representation.** This Agreement was prepared by the City. Contractor has had the opportunity to have this Agreement reviewed by its own legal counsel prior to its execution.

**15. Venue and Choice of Law.** Venue for litigation concerning this Agreement rests exclusively with the court of the State of Oregon for Lane County. Any dispute arising under this Agreement will be governed by the law of the State of Oregon.

**16. Force Majeure.** If Contractor is delayed by reason of weather, fire, riot, strikes, acts of God or other circumstances beyond Contractor's reasonable control, City may terminate this Agreement in writing to Contractor after determining such delay or default will unreasonably prevent successful performance of the Contract. If City elects not to terminate the Contract, Contractor will be entitled to additional time to complete the Contract equal to that lost by an or all of the above causes.

**17. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; the rights

and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

## 18. Records & Data.

**18.1. Access to Data.** City and its duly authorized representatives shall have access to books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

[City staff check the following additional provisions if applicable based on scope of services]

**18.2.  Rights in Data.** All original written material in whatever form, whether print or digital, prepared for City pursuant to this Agreement, is the exclusively the property of the City. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, belong to Contractor. This Agreement does not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to the City pursuant to this Agreement. Contractor will not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

**19. Confidentiality.** During the course of performance hereunder, Contractor or its agent, employees, or contractors, may receive confidential information. Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.

**19.1. Additional Provisions.** Contractor must comply with the terms and conditions in the followed addenda, incorporated by reference, in the receipt and handling of confidential information: [City staff check as applicable to scope of services and attach addenda.]

Confidential Information Addenda

Business Associate Agreement (HIIPAA Compliance) Addenda

**20. Waiver.** Failure of City to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by City of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

**21. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of City. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

**22. Termination.** The performance of work under this Agreement may be terminated by City, in whole or in part, whenever for any reason City shall determine that such termination is in the best interest of City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Contractor of a Notice of Termination under this paragraph, the Contractor and City shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Contractor's work and payment therefore by CITY.

**23. Assignment/Subcontract.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of City. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor.



Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

**24. Compliance with All Government Regulations.** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor. This section includes, but is not limited to, compliance with all applicable requirements of Federal and State civil rights statutes, rules, and regulations, and all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

**25. Attorney Fees.** Except for defense costs and expenses pursuant to section 12, neither City nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

**26. Construction of Agreement.** This Contract shall not be construed more favorably to City due to the preparation of this Contract by City. The headings and subheadings in this Contract are for convenience, do not form a part of this Contract, and shall not be used in construing this Contract.

**27. Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

CITY OF SPRINGFIELD:

CONTRACTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

**City of Springfield Public Contract Addendum  
Required Contract Terms Under ORS 279B – Goods, Services, and Personal Services**

**Pursuant to Oregon law, this public contract includes the following terms and conditions, when applicable:**

1. The contractor must make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1).
2. The contractor must pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
3. That contractor must not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
4. The contractor must pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
5. If the agreement is for lawn and landscape maintenance, Contractor must salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
6. The contractor must promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
7. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
8. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).
9. If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
10. If the contract is for services, persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Contractor shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

## ATTACHMENT 3

### Authorization to Legally Bind Bidder

**The person executing this Bid and the instruments referred to herein on behalf of the Bidder has the legal power, right, and actual authority to submit this Bid, and to bind the Bidder to the terms and conditions of this Bid.**

\_\_\_\_\_  
**(Signature of person authorized to bind Bidder)**

\_\_\_\_\_  
**Dated**

\_\_\_\_\_  
**Print Name of Person signing as authorized to bind Bidder**

\_\_\_\_\_  
**Title of Person signing as authorized to bind Bidder**

\_\_\_\_\_  
**Firm Name**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**email address**



# Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise



MWESB/DBE Voluntary Self-Declaration for City Procurement # \_\_\_\_\_ or Project No. P \_\_\_\_\_

The City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the Department. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business and construction communities. The Department does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the Department will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Prime Bidder/Proposer: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

CCB#/PE#/Other Registration: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Please check each box indicating the business certification type that your firm has with the State of Oregon or the federal government, if any:

- Oregon Minority-owned Business
- Oregon Woman-owned Business
- Oregon Emerging Small Business
- Federal Disadvantaged Business Enterprise (DBE)

First Tier Sub-contractors:

For each First Tier Subcontractor, provide the same information, using additional sheets as necessary:



March 15, 2024

**Addendum #1 to RFP 3579 Indigent Defense Services**

The City of Springfield is hereby amending the above-mentioned RFP. The original document can be found on the City’s website at [www.springfield-or.gov](http://www.springfield-or.gov) (select CITY > Finance > Purchasing and Contracts then RFP# will be linked to the RFP/ITB page).

**Question 1. Preface to Question:** To address potential issues of unfairness or disadvantage to one or more bidders not of a kind warranting or ripe for more formal “protest”, or where a particular requirement could impose an undue burden on one or more bidders, as may occur where a particular provision is used by default in contracts covering a range of services other than but including indigent defense, past Springfield RFP’s for Indigent Defense Services have included provisions entitled “Comments Procedure”, permitting requests to expand, modify, or waive a particular specification or condition. Such provision is noticeably absent from current RFP #3579.

By way of example, the above-referenced provision from City of Springfield 2018 RFP#1999 for Indigent Defense Services, beginning at Page 10 of that document, read as follows:

.....  
**XIV. Comments Procedure**

A prospective Proposer may deliver to [name, Procurement and Contracts Manager] a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than noon local time **noon local time September 26, 2018**. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request;
- A description of the resulting prejudice to the prospective Proposer; and
- A statement of the form of relief requested or any bid changes to the specifications.

The City will review the specification change request and notify the prospective Proposers of the decision in writing prior to the closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposal.  
.....

For purposes of preventing prejudice to and/or to avoid undue burden on one or more bidders, can such provision, or similar language, be either implied within the context of current RFP, or alternatively, will the City expressly add it by amendment?

**Answer 1. Please refer to section XIII – Exceptions to Request for Proposal. This section states: “If, for any reason, a Proposer should find fault with the structure of this Request for Proposal or with the evaluation process, concerns may be submitted in writing to:**

**Jessica Mumme  
City of Springfield Finance Department  
225 Fifth Street  
Springfield, OR 97477  
[purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov)**

**The City will make every effort to answer questions, and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website [www.springfield-or.gov/city/finance/itbrfp](http://www.springfield-or.gov/city/finance/itbrfp) and select the document titled RFP# 3579 Indigent Defense Services. Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposal must include, as**

**part of their response, written exceptions to those requirements. Such request shall be delivered on or before March 18, 2024, 2 p.m. PST.**

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select CITY > Finance > Purchasing and Contracts then RFP#XXX and name of project). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers who asked to be on the Interested Parties List. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

**ALL BIDDERS MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING AND DATING THIS DOCUMENT AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





March 18, 2024

**Addendum #2 to RFP 3579 Indigent Defense Services**

The City of Springfield is hereby amending the above-mentioned RFP. The original document can be found on the City's website at [www.springfield-or.gov](http://www.springfield-or.gov) (select CITY > Finance > Purchasing and Contracts then RFP# will be linked to the RFP/ITB page).

**Question: Virtual Dockets:** To what extent if any does the Court intend at this time to continue the use of virtual dockets during the new contract term, whether by GoToMeeting or other platforms?

**Answer:** The court intends to continue operating as a hybrid court. Regular weekly use of virtual and in-person dockets are planned to continue during the new contract term. The court reserves the right to adjust the scheduling of those sessions as needed based on needs and use.

**Question: Out-of-Custody Arrangements:** Historically, and under the presently effective contract for indigent defense services, Springfield Municipal Court has not required the presence of prosecutors or indigent defense counsel for out-of-custody arraignments or first appearances on show cause matters. Under Section 2, "Scope of Work", RFP #3579 specifies otherwise.

Related Question 1: Was the inclusion of the referenced specification, changing past and current practice insofar as staffing those proceedings, intended or inadvertent?

Related Question 2: If intended, are the anticipated future times of the subject dockets known at this time?

**Answer:** This was intended. First appearances on show cause matters are currently scheduled for Mondays from 8:20 a.m. to 9:30 a.m. Out-of-custody arraignments are currently scheduled for Tuesdays through Fridays from 1:30 p.m. to 2:00 p.m. The future times of these proceedings may be subject to change by the Court as needed for scheduling and updating docket calendars.

**Previously Answered via Addendum #1:**

**Question: Preface to Question:** To address potential issues of unfairness or disadvantage to one or more bidders not of a kind warranting or ripe for more formal "protest", or where a particular requirement could impose an undue burden on one or more bidders, as may occur where a particular provision is used by default in contracts covering a range of services other than but including indigent defense, past Springfield RFP's for Indigent Defense Services have included provisions entitled "Comments Procedure", permitting requests to expand, modify, or waive a particular specification or condition. Such provision is noticeably absent from current RFP #3579.

By way of example, the above-referenced provision from City of Springfield 2018 RFP#1999 for Indigent Defense Services, beginning at Page 10 of that document, read as follows:

.....

**XIV. Comments Procedure**

A prospective Proposer may deliver to [name, Procurement and Contracts Manager] a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than noon local time **noon local time September 26, 2018**. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request;
- A description of the resulting prejudice to the prospective Proposer; and
- A statement of the form of relief requested or any bid changes to the specifications.

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For purposes of preventing prejudice to and/or to avoid undue burden on one or more bidders, can such provision, or similar language, be either implied within the context of current RFP, or alternatively, will the City expressly add it by amendment?

**Answer: Please refer to section XIII – Exceptions to Request for Proposal. This section states: "If, for any reason, a Proposer should find fault with the structure of this Request for Proposal or with the evaluation process, concerns may be submitted in writing to:**

**Jessica Mumme  
City of Springfield Finance Department  
225 Fifth Street  
Springfield, OR 97477  
[purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov)**

**The City will make every effort to answer questions, and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website [www.springfield-or.gov/city/finance/itbrfp](http://www.springfield-or.gov/city/finance/itbrfp) and select the document titled RFP# 3579 Indigent Defense Services. Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposal must include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before March 18, 2024, 2 p.m. PST.**

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select CITY > Finance > Purchasing and Contracts then RFP#XXX and name of project). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers who asked to be on the Interested Parties List. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

**ALL BIDDERS MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING AND DATING THIS DOCUMENT AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



March 22, 2024

**Addendum #3 to RFP 3579 Indigent Defense Services**

The City of Springfield is hereby amending the above-mentioned RFP. The original document can be found on the City's website at [www.springfield-or.gov](http://www.springfield-or.gov) (select CITY > Finance > Purchasing and Contracts then RFP# will be linked to the RFP/ITB page).

**Question: RFP Section III, Paragraph 13, "References":** The request for a minimum of five (5) references asks to be waived or modified.

**Answer:** At least two (2) references are required.

**Question: RFP, Attachment 1, Paragraph (5)(b)(iii):** The provision requires "Proposer, staff and/or subcontractors [to] submit to Law Enforcement Data Systems (LEDS) required fingerprinting, Criminal Justice Information Services (CJIS) document review and pass level one security test before representing any City referrals.

1. With the expectation that all participating attorneys will submit Certificates of Good Standing from the Oregon State Bar, and attorneys practicing in the Court, appointed or otherwise, not being required in the past to obtain security clearances, the question has been raised whether this requirement was included intentionally or inadvertently.
2. If intentional, does the City agree to either waive the requirement altogether, or suspend the requirement until a successful bidder is announced to spare other attorneys and staff inevitable and needless inconvenience and cost?

**Answer:** For escorted access to any secure areas of the building, the successful Proposer, staff and/or subcontractors would not be required to submit to Law Enforcement Data Systems (LEDS) required fingerprinting, Criminal Justice Information Services (CJIS) document review and pass level one security test before representing any City referrals. For unescorted access to any of the secure areas of the building, the successful Proposer, staff and/or subcontractors would need to submit to Law Enforcement Data Systems (LEDS) required fingerprinting, Criminal Justice Information Services (CJIS) document review and pass level one security test before representing any City referrals.

**Question: Language in Attachment 2, Sample Contract, Section 7, "Deliverables"** The referenced Section and its language and terms included under heading "Deliverables" has little to no meaning in the context of the representation of indigent persons accused of criminal conduct. Will the City exclude it from the Contract form, or alternatively, replace it with terms and conditions relating to judicial proceedings and the practice of law, in order to simplify and eliminate confusion in the Awarded Contract?

**Section 8, "Contractor's Representation"** The language in Sections 8.2 and 8.3, are requested to be negotiated.

**Section 12.1, "General Insurance"** The General Insurance requirements stated in the referenced subsection, no less than \$2,00,000 per occurrence, with annual aggregate limits of not less than



\$3,000,000, are, in light of the nature of services to be rendered, unduly burdensome, largely unattainable, and arguably unnecessary. The Sample Contract is one which by its seemingly generic provisions, is for use across a range of services and activities and appears to include a number of terms and conditions by default. Services contemplated under the defense services contract include consultation with, and the representation and defense of persons accused of crimes. They do not however include more dangerous activities such as the transportation of persons by ambulance, operation of trucks and heavy equipment on Main Street, or the use of power tools and equipment to maintain facilities or grounds open to the public. The State of Oregon Office of Public Defense Services establishes minimum insurance coverage limits for inclusion in contracts for indigent defense services in all State of Oregon courts. The OPDS 2021 contract, at Section 7.3.5.1-General Liability Insurance (Attached hereto as Exhibit 1), specifies that minimum general liability coverage for all persons or entities providing services under contract shall be no less than \$500,000.00. It can also be noted the current Springfield indigent defense contract, and all predecessors to that agreement dating back to 2014, do and have adopted the OPDS requirements on this issue. Accordingly, this Proposer excepts to the requirement stated in RFP #3579 and submits the terms of Section 12.1 should be amended in accordance with the OPDS-mandated insurance provisions.

**Section 12.1.2, "Automobile Liability Insurance"** For reasons and arguments similar to those in Section 12.1 above, the requirement of \$1,000,000 auto insurance coverage is excessive, unduly burdensome, and unnecessary. First, the use of vehicles in no way relates to the services to be provided under the contract. Attorneys do not transport clients ever, nor otherwise operate vehicles as part of their duty to represent indigent defendants. Secondly, as evident in the Office of Public Defense Services contract (Exhibit 1), there is no similar requirement in state contracts for similar work. Finally, no similar requirement can be found in the present or any prior City of Springfield defense services contract. For the reasons stated, it asks to be waived.

**Section 12.2.1, "Professional Liability"** The section imposes the requirement that "Contractor [] maintain a professional liability insurance policy reflecting limits of not less than \$2,000,000 for professional acts, errors or omissions arising from the Work." Said terms directly conflict with the requirement articulated in RFP #3579, Attachment 1, "Scope of Work," at Section 5(b)(iv) that "Proposer must maintain Professional Liability Fund coverage minimum of \$300,000 per attorney." For that reason as well as the practical reality that the \$300,000 coverage amount is the minimum required by OSBar for all active attorneys and the amount of coverage carried by most, Proposer excepts to the language in Section 12.2.1 of the Sample Contract and requests that it be deleted.

**Answer:** This answer addresses the questions related to Deliverables, Contractor's Representations General, Automobile Liability and Professional Liability insurance.

Section IX of the RFP states that the successful Proposer will be expected to enter into a professional services contract with the City and the contract provided is intended to provide an example. The RFP also states that the City will negotiate a final contract with the successful proposer. The contract will specify the extent of services to be rendered, the means and methods of providing the services, and the amount of compensation. The City will negotiate contract terms relating to deliverables, contractor representations and insurance that are consistent with judicial proceedings and the practice of law, the Professional Liability Fund Insurance coverage amounts and Oregon tort claim law while ensuring the successful proposer has the skills and knowledge to perform the work and is professionally competent and duly licensed to perform the required services.

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select CITY > Finance > Purchasing and Contracts then RFP#XXX and name of project). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers who asked to be on the Interested Parties List. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

**ALL BIDDERS MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING AND DATING THIS DOCUMENT AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



March 22, 2024

**Addendum #4 to RFP 3579 Indigent Defense Services**

The City of Springfield is hereby amending the above-mentioned RFP. The original document can be found on the City’s website at [www.springfield-or.gov](http://www.springfield-or.gov) (select CITY > Finance > Purchasing and Contracts then RFP# will be linked to the RFP/ITB page).

The City of Springfield is hereby amending the Schedule for Selection Process for RFP 3579 Indigent Defense Services. All times listed are Pacific Standard Time (PST).

	<b>Original Date</b>	<b>Revised Date (Addendum #4)</b>
RFP Package Available	February 28, 2024, 5 p.m. PST	No change
Request for Clarification Due (if applicable)	March 18, 2024, 2 p.m. PST	No change
Solicitation Protest Due	Same as request for clarification	No change
Response to Clarification Due (if applicable)	March 22, 2024, 2 p.m. PST	No change
Proposals Due	March 29, 2024, 2 p.m. PST	April 12, 2024, 2 p.m. PST
Review & Interview (if applicable)	Approximately 2 weeks after proposals due	Approximately 2 weeks after proposals due
Intent to Award Notice (approximate)	April 19, 2024	May 10, 2024
Contract Award (approximate)	May 3, 2024	May 24, 2024

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City’s website at <http://www.springfield-or.gov> (select CITY > Finance > Purchasing and Contracts then RFP#XXX and name of project). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers who asked to be on the Interested Parties List. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

**ALL BIDDERS MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING AND DATING THIS DOCUMENT AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# McKENZIE DEFENSE

Indigent Defense Services Providers

541 WILLAMETTE ST, STE 110  
EUGENE, OR 97401  
PHONE: 541-344-5522



April 11, 2024

City of Springfield  
Finance Department  
Attn: Jessica Mumme  
225 Fifth Street  
Springfield, OR 97477

RE: RFP #3579 - Indigent Defense Services

Dear Ms. Mumme:

Thank you for accepting this letter of qualifications for McKenzie Defense and its proposal in response to RFP #3579 for court-appointed attorney services in the Springfield Municipal Court.

The proposal includes (1) this cover letter, (2) Authorization to legally bind bidder, (3) resumes for involved attorney's and staff, (4) a proposed approach and explanation of the methodology to be followed in providing the services required in this request, (5) a cost proposal for the proposed court-appointed defense contract, (6) Explanation of knowledge and experience of providing municipal court defense representation, (7) Explanation of facilities in use by attorneys and staff, (8) Equipment presently used by attorneys and staff, (9) Professional education and supervision plan of attorneys and staff, (10) Transition plan if awarded contract, (11) Explanation of experience working with a diverse population, (12) References for indigent defense services, (13) Acceptance of terms and conditions, (14) Signed authorization to legally bind bidder, and (15) signed Minority Women Emergency Business Form (MWESB).

## CONTACT INFORMATION

Name of Entity:	McKenzie Defense, a non-profit corporation
Mailing and Physical Address:	P.O. Box 5471 Eugene, OR 97405 541 Willamette Street, Suite 110 Eugene, OR 97401
Telephone:	(541) 344-5522
Fax No:	(541) 484-0529
Tax Payor ID:	83-2142522

## PRIMARY CONTACT

Lance D. Quaranto, Interim Director  
Cell: (949) 903-4718  
Office: (541) 393-8485  
Email: [Lance.d.quaranto@gmail.com](mailto:Lance.d.quaranto@gmail.com)

## LICENSING AND RESIDENT BIDDER STATUS

McKenzie Defense is a currently-licensed non-profit corporation licensed to do business through the Corporation Division of the office of the Oregon Secretary of State, Registration No. 1483407-97. McKenzie Defense is not a “resident bidder” as defined in ORS 279A.120(1)(b).

This proposal includes the following:

1. Response to RFP #3579.
2. Documentation in support of proposal.
3. Signed Attachment #3 - Authorization to Legally Bind Proposer.
4. Signed Attachment #4 - Minority, Women, Emerging Small Business Form.

McKenzie Defense accepts all terms and conditions of the Request for Proposals, including the Sample Contract terms and conditions in Attachment 2.

Neither McKenzie Defense nor any of its subcontract attorneys have been or are presently parties to litigation, or administrative or ethics board proceedings the outcome of which materially impaired or could materially impair McKenzie Defense’s or its attorney’s ability to perform the services contemplated by this proposal. Nor are McKenzie Defense or its attorneys presently threatened by any form of similar actions or proceedings whose outcome, if decided adversely, would so impair or present their abilities to perform.

McKenzie Defense is prepared to assume full responsibility for all indigent case assignment in the Springfield court per its proposal beginning on July 1, 2024.

This letter of qualifications and all accompanying submissions constitute a firm offer valid for 90 days, beginning on April 12, 2024.

Thank you for the opportunity to respond to the Request For Proposals and for your consideration of this Proposal.

Very truly,

**McKenzie Defense**

by:   
Lance D. Quaranto, Interim Director

4/11/2024  
Date



## Qualifications

McKenzie Defense is a Oregon non-profit corporation located in Eugene, Oregon, organized to provide indigent defense services in Oregon courts. McKenzie Defense is the current Springfield indigent defense services provider under the current contract, and intends to carry over most of the attorneys, management, and administrative personnel under that contract. McKenzie Defense is structured on the consortium model, with multiple independent attorneys providing legal services under subcontract with the entity, and administration of McKenzie Defense's own contractual commitments centralized in a single location and staff.

Because McKenzie is not a law firm it may efficiently distribute conflict cases internally amongst its attorneys, who maintain independence and autonomy in their respective practices, without violating the Bar's "firm unit" rule, which otherwise mandates the reassignment of cases involving conflicts to outside counsel. At the same time, the centralization of administrative functions affords the Court and other involved City offices a single-point of contact for most business, including the initial assignment of cases, implementation or modification of procedures, case and attorney tracking, quality control concerns, and payment and other financial matters. Operational structure is designed to ensure that all business and court-related matters are conducted with optimal efficiency, while providing defendant clients full, effective, and timely counsel.

Mr. Quaranto is the present interim director of McKenzie Defense taking over from Douglas E. Minger upon the later's passing on March 19, 2024. Prior to Mr. Minger's passing he had begun to integrate Mr. Quaranto into the inner workings of McKenzie Defense. Mr. Quaranto has been intimately involved in discussing with and advising Mr. Minger on the approach to managing the case load, personal decisions and general business direction. They worked closely together in this regard with weekly meetings to discuss court policies and legal issues. Mr. Quaranto is the single point-of-contact for the proposed contract, and will be responsible for decision-making and quality oversight, personnel decisions, and corrective action, should it be necessary. Along with Mr. Quaranto's role as interim director, he is presently working in Springfield Municipal Court under subcontracts with McKenzie Defense, and has been doing so since 2017.

In addition to Mr. Quaranto, McKenzie Defense currently subcontracts with another four qualifying attorneys, all presently carrying substantial caseloads under the current Springfield indigent defense contract, and all but one have committed to signing new agreements with McKenzie Defense to continue that work under the proposed contract. McKenzie Defense will be adding at least one more qualifying attorney, Kevin Swingdoff, to its roster of subcontractors to meet demands of the upward-trending appointed-case numbers in the Court, and possibly a second if awarded the contract to ensure it is able to fully perform that agreement while at the same time not placing attorneys at risk of being overloaded with too many cases.

The other qualifying attorneys are Dustin Anderson, Lisette Spencer, James Kolstoe, and



Kevin Swingdoff. Mr. Kolstoe and Ms. Spencer have represented indigent defendants in the Springfield court for a combined total of 45 years, while Mr. Anderson is relatively new to Springfield Municipal court but has been representing indigent defendants in Lane County since 2019. In the event that McKenzie Defense is awarded the contract, Mr. Swingdoff will bring 35 years plus of criminal defense experience to Springfield Municipal Court. Furthermore McKenzie Defense will add additional attorneys if warranted by unanticipated increases in the number of cases filed during the term of the contract or changes to the circumstances of participating attorneys. If that occurs, McKenzie Defense will provide the City with notice of its intent to do so in advance, together with documentation of attorney qualifications.

The current attorneys have been admitted to the Oregon State Bar for more than two years and are members in good standing. All are experienced and qualified to continue representing court-appointed defendants in the Springfield court, and committed to doing so effectively in accordance with the standards established by the State Public Defense Commission, as well as procedures and standards to be implemented by McKenzie Defense itself. The latter shall include provisions for the assignment of responsibility by rotation for backup in the event of emergency or illness, and for making timely initial contact with in-custody defendants where an assigned attorney becomes unexpectedly unavailable. It should be noted however the latter seldom occurs under the current procedures for case appointment, in which attorneys are required to timely notify the McKenzie Defense administrator they are unavailable to take in-custody appointments when they would be unable to make the required prompt contact with a client due to an upcoming absence or other commitment.

The ability of McKenzie Defense attorneys to effectively and quickly discharge their responsibilities is enhanced by relationships they have built over many years with principals and staff in the Court, the City Prosecutor's Office, and the Springfield Municipal Jail.

It is the intent of McKenzie Defense to routinely monitor the performance of both personnel and procedures to ensure optimal achievement by both, and as may be necessary from time to time, modify or refine such procedures in collaboration with court and prosecution staffs when warranted, to best meet its goal of delivering effective and timely legal services to its clients.

# Attorney and Staff Resumes

# DUSTIN G. ANDERSON

2451 Willamette Street, Eugene, OR 97405 | 541.485.0323 | dga@dustinandersonlaw.com

## WORK EXPERIENCE

### **Schulz Anderson, LLC**

Eugene, Oregon  
December 2023 to Present

- Civil legal practice concentrating in landlord/tenant, real property, and estate planning and probate matters.

### **Dustin G. Anderson, Attorney & Counselor at Law, LLC**

Eugene, Oregon  
December 2017 to December 2023

- Court-appointed defense counsel at Cottage Grove Municipal Court.
- Court-appointed defense counsel at Florence Municipal Court.

### **Eckart Wostmann Wiese, LLC**

Independent Contractor

Eugene, Oregon  
May 2019 to Present

- Court-appointed defense counsel at Eugene Municipal Court.
- Manage cases through all phases of the judicial process from initial interviews with clients and witnesses, preliminary hearings, arraignments, pre-trial proceedings, plea negotiations, trials, and sentencing.

### **Lane County Circuit Court**

Judicial Clerk for the Honorable Josephine H. Moody

Eugene, Oregon  
March 2016 to September 2017

- Managed courtroom for both criminal and civil proceedings.
- Conducted extensive legal research and document review.

### **Lane County District Attorney's Office**

Advanced Prosecution Clinic

Eugene, Oregon  
August 2014 to May 2015

- Represented the State of Oregon in court proceedings.
- Participated in three felony trials, one as first chair.

## EDUCATION

### **University of Oregon School of Law**

Juris Doctor

Eugene, Oregon  
May 2015

### **Brigham Young University**

Bachelor of Arts in Political Science

Provo, Utah  
August 1996





STATE OF OREGON  
SUPREME COURT  
SALEM

In the Matter of the Admission of

DUSTIN GLENN ANDERSON  
as an Attorney of this Court.

I, as State Court Administrator of the State of Oregon, certify that on the  
9th day of May, 2016

DUSTIN GLENN ANDERSON  
was admitted to the practice of law in the Supreme Court and all other courts in the State of  
Oregon, and is now an attorney in good standing.

November 7, 2023.

NANCY COZINE  
State Court Administrator



  
Authorized Representative

**JAMES J. KOLSTOE**  
Attorney at Law  
PO BOX 50463, Eugene, OR 97405  
541 Willamette Street, Suite 208C  
ph. 541-556-6373

Professional License

Member – Oregon State Bar

Education

Juris Doctor 1985: University of Oregon School of Law

Bachelor of Science 1979: University of Oregon (double major- Political Science, Dance)

Employment in Legal Positions

Work experience as Appointed Counsel in:

- Oregon Court of Appeals
- Lane County Circuit Court
- Douglas County Circuit Court
- Benton Count Circuit Court
- Jackson County Circuit Court
- Springfield Municipal Court
- Coburg Municipal Court
- Cottage Grove Municipal Court
- Florence Municipal Court

Present Employment: James J. Kolstoe, Attorney at Law

Sole practitioner handling trial and appellate matters from intake to final resolution. Attorney member of McKenzie Defense Consortium since 2014, and on the Springfield Municipal Court's attorney appointment list for over twenty years prior to that. I am presently on the appointment lists in Coburg Municipal Court and Cottage Grove Municipal Court, and I am on the list at the Oregon State Public Defenders Office to provide indigent defense services in other counties in conflict or other circumstances in minor felony, civil commitment, habeas corpus, misdemeanor and contempt cases. Work experience includes interviewing clients and witnesses, evaluation of client matters for substantive and procedural issues, legal counsel of clients, preparing documents including pleadings, motion, affidavits/declarations, proposed orders and judgments, memorandums of law and trial memorandums, appellate briefs, correspondence, contracts, wills and other documents necessary to clients cases. I have argued approximately 27 cases before the Oregon Court of Appeals. My current case load is primarily criminal law,

I have worked as a Sole Practitioner attorney for approximately thirty-five years, handling matters including major and minor felonies, misdemeanors, civil commitment (both mental illness

under ORS chp. 426 and Intellectually/Developmentally Disabled under (ORS chp 427), habeas corpus proceedings, domestic relations, contempt of court, bankruptcy, wills and estates, termination of parental rights (appellate only), personal injury cases and business matters.

Administrative Law Judge – Office of Administrative Hearings

Administrative Law Judge assigned to hear and decide contested cases involving unemployment insurance benefits. Duties included conducting telephonic hearings and providing each party a fair and unbiased hearing, ruling on motions and objections as necessary, deciding all matters at issue in the case, preparing and issuing a final written decision as to each case.

Henderson & Bromley

Attorney associate in general practice law firm, primarily handling trial level matters as assigned by partners of firm. Additionally handled several appeals and conducted legal research for partners. Duties included intake of new matters, evaluation of cases, counseling clients, conducting investigations and legal research and analysis, preparing documents, conducting negotiations, preparing and presenting clients' cases at trial and on appeal. Case load included contracts and business matters, domestic relations, torts, bankruptcy and employment benefits matters.

Coos County District Attorneys' Office

Deputy District Attorney. Primary assignment was district court prosecuting misdemeanor crimes, but covered in Circuit Court, Juvenile Court and Grand Jury as needed. Duties included evaluating police reports to determine criminal charges, preparing, filing and prosecuting criminal complaints, communicating with courts, police officers, witnesses and defense counsel, preparing and presenting cases at trial, handling arraignments and sentencing, grand jury matters, juvenile court appearances as needed and civil commitments as public interest attorney.



# Certificate of Good Standing

State of Oregon            )  
  ) ss.  
County of Washington    )

I, Troy Wood, do hereby certify that I am Regulatory Counsel of the Oregon State Bar, and have access to the official files and records of the Oregon State Bar.

The official files and records of the Oregon State Bar indicate:

**JAMES J. KOLSTOE, BAR NO. 852586**

was admitted to practice law in the State of Oregon by Examination and became an Active member of the Oregon State Bar on September 20, 1985.

There are no grievances or disciplinary proceedings presently pending against this member.

No disciplinary action has been taken against this member in the past by the Oregon Supreme Court or the Oregon Disciplinary Board.

Mr. Kolstoe is an Active member of the Oregon State Bar in good standing, licensed and entitled to practice law in all the courts of the State of Oregon.

DATED this 8<sup>th</sup> day of April, 2024.



Troy Wood  
Regulatory Counsel  
Oregon State Bar

\*This certificate expires 60 days from the date of issuance\*

# LANC E D . Q U A R A N T O P . C .

PO Box 5471 • Eugene, OR 97405  
(541) 393-8485 • lance.d.quaranto@gmail.com

## EDUCATION

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<b>LL.M. in Environmental and Natural Resources Law</b> University of Oregon School of Law	June 2013 Eugene, OR
<b>J.D.</b> Whittier Law School	December 2011 Costa Mesa, CA
<b>B.A. in Political Science</b> University of California Los Angeles	June 2007 Los Angeles, CA

## LICENSING

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<b>Oregon State Bar</b>	October 2013
<b>United States District for the District of Columbia</b>	July 2020

## WORK EXPERIENCE

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<b>Freedom of Information Act</b> Attorney at Law	Eugene, OR January 2015
<ul style="list-style-type: none"><li>• Assisted attorney Daniel J. Stotter in over two dozen FOIA cases in both the Federal District Court for the District of Columbia as well as the Federal District Court for the Central District of California.</li><li>• Drafted numerous FOIA complaints and have assisted in drafting law memoranda, declarations in support of those memoranda, as well as motions and orders in furtherance of FOIA litigation</li><li>• Conducted significant legal research into FOIA legislative history as well as past and current case law.</li></ul>	
<b>Quaranto &amp; Associates LLC</b> Attorney at Law	Eugene, OR October 2013-Present
<ul style="list-style-type: none"><li>• Conduct both criminal and civil trials in both State and Municipal Courts in Oregon.</li><li>• Investigate client case's, including gathering evidence and conducting witness interviews.</li><li>• Represent clients at arraignment, preliminary hearing, pretrial motions and trial.</li><li>• Prepare pleadings and other legal documents in connection with trials, hearings and other legal proceedings.</li><li>• Negotiate plea agreements with prosecution where appropriate.</li><li>• Assist clients in post-conviction matters such as diversion classes, probation and expungement.</li><li>• Extensive experience working with non-native English speaking clients.</li><li>• Participate in management and administration of firm business.</li></ul>	
<b>Court Appointed Counsel for the City of Eugene</b> Attorney at Law	Eugene, OR March 2017-Present
<b>Court Appointed Counsel for the City of Springfield</b> Attorney at Law	Springfield, OR January 2017-Present
<b>Court Appointed Counsel for the City of Oregon City</b> Attorney at Law	Oregon City, OR July 2021 -- Present
<b>Court Appointed Counsel for the City of Florence</b> Attorney at Law	Florence, OR January 2015–Present

## Certificate of Good Standing

State of Oregon            )  
  ) ss.  
County of Washington    )

I, Troy Wood, do hereby certify that I am Regulatory Counsel of the Oregon State Bar, and have access to the official files and records of the Oregon State Bar.

The official files and records of the Oregon State Bar indicate:

**LANCE D. QUARANTO, BAR NO. 134634**

was admitted to practice law in the State of Oregon by Examination and became an Active member of the Oregon State Bar on October 10, 2013.

There are no grievances or disciplinary proceedings presently pending against this member.

No disciplinary action has been taken against this member in the past by the Oregon Supreme Court or the Oregon Disciplinary Board.

Mr. Quaranto is an Active member of the Oregon State Bar in good standing, licensed and entitled to practice law in all the courts of the State of Oregon.

DATED this 14<sup>th</sup> day of March, 2024.



Troy Wood  
Regulatory Counsel  
Oregon State Bar

\*This certificate expires 60 days from the date of issuance\*

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Experienced trial attorney with roughly 20 years of practice in varied areas including criminal defense, juvenile law and family law. Excellent track record in taking cases to trial. Managed a private law practice for many years.

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### **Experience**

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**October 2007 - Present**

**Lisette M. Spencer, Attorney at Law**

Sole Practitioner, areas of practice include:

- Criminal Law – both court-appointed and retained cases
- Estate Planning and Probate
- Family Law – dealt with juvenile law issues including court-appointed by Judge in another county to represent a child; DHS issues in divorce and custody cases; adoption, contempt and other matters

**June 2006 – October 2007**

**Deputy District Attorney in charge of Domestic Violence Unit – Klamath County District Attorney's Office**

Sole Deputy District Attorney in charge of prosecution of all misdemeanor and felony domestic violence cases for the county:

- Managed and organized the Domestic Violence Unit, answering only to the District Attorney
- Rotated with other Deputy District Attorneys in performing intake – processing police reports, making charging decisions, interviewing police officers and appearing for arraignments
- Worked closely with Domestic Violence Unit members including investigator and staff as well as liaison with other domestic violence representatives for many groups on a weekly basis (including DHS, Tribe, local Air Force Base, Women's Shelter and others)
- Appeared for all hearings related to DV cases and went to Trial

**December 1996 – June 2006**

**Associate Attorney and Partner**

- Achieved Partner status in 2 years
- Generated own client base. Focused on criminal defense (retained and court-appointed), family law, bankruptcy representing Bankruptcy Trustee and estate planning
- Legal research and writing – including drafting Court of Appeals briefs; depositions; witness interviews; Trial preparation; litigation
- Partner in charge of all staff hiring, discipline, retention and firing
- Facilitated weekly staff meetings with firm employees and attorneys
- In charge of Probate Legal Clinic. Donated much of my time *pro bono* for senior citizens in varied types of cases
- Former President, Vice President and Secretary/Treasurer of the Klamath County Bar Association

**Court Appointed Counsel                      City of Springfield, Oregon**

**Court Appointed Counsel                      City of Florence, Oregon**

**Court Appointed Counsel                      City of Cottage Grove, Oregon**

**Court Appointed Counsel                      City of Junction City, Oregon**

**Court Appointed Counsel                      City of Klamath Falls, Oregon**



## Education

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### **Willamette University College of Law**

Salem, Oregon    *Juris Doctorate*

Top 25% of class – Fall Semester, 1994

Top 1/3 of class – Spring Semester, 1996

Quarter-Finalist – Moot Court competition for all first-year students

## Professional Affiliations and Licenses

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Licensed to practice law in Oregon beginning in 1996

- Member, Oregon State Bar Association
- Oregon State Bar Criminal Law and Family Law sections

# Certificate of Good Standing

State of Oregon            )  
  ) ss.  
County of Washington    )

I, Troy Wood, do hereby certify that I am Regulatory Counsel of the Oregon State Bar, and have access to the official files and records of the Oregon State Bar.

The official files and records of the Oregon State Bar indicate:

**LISETTE M. SPENCER, BAR NO. 963398**

was admitted to practice law in the State of Oregon by Examination and became an Active member of the Oregon State Bar on September 20, 1996.

There are no grievances or disciplinary proceedings presently pending against this member.

No disciplinary action has been taken against this member in the past by the Oregon Supreme Court or the Oregon Disciplinary Board.

Ms. Spencer is an Active member of the Oregon State Bar in good standing, licensed and entitled to practice law in all the courts of the State of Oregon.

DATED this 12<sup>th</sup> day of March, 2024.



Troy Wood  
Regulatory Counsel  
Oregon State Bar

\*This certificate expires 60 days from the date of issuance\*

# KEVIN D. SWINGDOFF

541-953-5882

Kswingdoff@yahoo.com

PO Box 5034

Eugene, OR 97405

Looking for challenging employment utilizing my experiences as an attorney in Criminal Defense.

## EXPERIENCE

DATES FROM 1987 TO 1988

### INTERN, KNOWLTON, MILES AND MERICA , LEWISTON, IDAHO

Paid legal intern with Limited license to practice law in Idaho. Handled court-appointed misdemeanor cases. Researched case law for attorneys.

DATES FROM 1988 TO 1990

### BARTENDER- RENNIES LANDING, WORKED WHILE STUDYING FOR THE BAR

### BEHREND, SWINGDOFF, HAINES AND CRITCHLOW 1989 TO 2013

Practiced as an attorney, began with practicing some criminal defense, bankruptcy, and wills. Transitioned to mostly bankruptcy clients in 1996. Took small companies and individuals through Chapter 13 reorganization and restructuring plans.

### SHLESINGER & DEVILLENEUEVE OCTOBER 2013 THROUGH 2017

Primarily bankruptcy until 2016, then involved in Workers Compensation clients for the last year.

### PACIFIC CREST BANKRUPTCY- KEVIN SWINGDOFF ATTORNEY 2017- 2021

Able to acquire all bankruptcy clients from Shlesinger & Villeneuve. As part of bankruptcy practice, represented clients in Federal Court from Klamath Falls, Roseburg, Medford, Eugene, and Coos Bay.

**ATTORNEY**- Conflict Counsel- Eugene Municipal Court- 2022- November to Present

Court appointed criminal defense attorney. Also, added Florence Municipal Court February 2024

## EDUCATION

1985-1988

### JURIS DOCTORATE, UNIVERSITY OF IDAHO,

Honor Court Prosecutor, Law library intern, misdemeanor criminal defender.

- BA- University of North Dakota- BA Political Science- 1985

# OSB Membership Directory

[New Search](#)

## Mr. Kevin Swingdoff

Bar Number 891273

Status Active Member

Admit Date 4/14/1989

Company Pacific Crest BK

Mailing Address Mr. Kevin Swingdoff  
Pacific Crest BK  
PO Box 5034  
Eugene OR 97405

County Lane

Phone 541 953-5882

Fax 541 485-4299

Email [kswingdoff@pacificcrestbk.com](mailto:kswingdoff@pacificcrestbk.com)

Website

NOTE: KEVIN SWINGDOFF ORDERED HIS CERTIFICATE OF GOOD STANDING BUT IT HAD NOT ARRIVED PRIOR TO SUBMISSION OF THIS RFP BUT WILL BE MADE AVAILABLE ONCE RECEIVED.

## Disciplinary History ▲

Date	Sanctions	Details	Source
No Disciplinary Sanctions for this Member			

### Sanction Definitions

**Reprimand:** A form of disciplinary action that declares a lawyer's or a Licensed Paralegal's (LP's) conduct to be improper, but does not restrict or limit the member's ability to practice law, usually because the misconduct is not particularly aggravated or serious.

**Suspension:** A form of disciplinary action that prohibits a member from practicing law for a period of time. The length of suspension may range from 30 days to five years, depending on the nature of the misconduct.

**Probation:** In some cases, a lawyer or LP whose conduct warrants a disciplinary suspension may nevertheless continue to practice law, provided they comply with terms of probation for a period of time.

**Disbarment:** The permanent removal of a lawyer or LP from the practice of law in Oregon, due to the extreme nature of the member's misconduct.

**Resigned - Disciplinary:** A member who resigned Form B from the Oregon State Bar on or after 1/1/1996, while a disciplinary investigation or proceeding was pending, forfeited his or her right to ever practice law in Oregon. This is the functional equivalent to being disbarred. A Member who resigned Form B prior to 1/1/1996 may apply for reinstatement.

### This summary does not include admonitions.

This summary only includes final dispositions. Pending inquiries, grievances, and investigations are not shown. Contact the Public Records Coordinator for additional information at the [Public Records Center](#).



## STACEY A. COLORADO

POST OFFICE BOX 272 \* OAKRIDGE, OREGON 97463  
HOME PHONE: 541.782.5920 \* CELLULAR PHONE: 541.915.0823

### SUMMARY OF QUALIFICATIONS:

- Good telephone and communication skills
- Experienced in problem solving
- Legal computer software systems
- Maintains composure in high stress situations
- Self-motivated and able to meet deadlines
- Experience with multi-tasking daily assignments

### SKILLS:

- Typing, 85+ wpm
- Legal computer software systems
- Client scheduling and tracking
- Familiar with multiple business machines
- Experience with Bookkeeping tasks
- WordPerfect word processor
- Financial tracking
- Experience with network maintenance
- Perform duties given through dictation utilizing a Dictaphone machine

### EXPERIENCE:

LEGAL ASSISTANT/PARALEGAL, JAMES C. JAGGER, P.C.  
EUGENE, OREGON AUGUST, 2002 – PRESENT

- Prepare Draft, finalize documents/pleadings, and file legal pleadings for court in a timely manner, such as Affidavits, Motions, Orders, Petitions, Complaints, Requests for Production, Notices of Representations, Requests for Discovery, and similar legal documents.
- Schedule and docket court appearances for attorney and clients. Notify client of said court appearance date and time in a timely manner. Schedule and docket appointments with clients.
- Draft, prepare, and send correspondence to other attorneys, courts, and other persons and/or entities.
- Copy and mail to clients all documents received from courts, attorneys, opposing parties, and similar persons.
- Answer multi-line telephone, direct call to appropriate person or take accurate message for appropriate person.
- Prepare, proofread, copy, and mail correspondence to opposing attorneys, clients, and/or pro se parties.
- Accept check, cash and/or money order payments from or for specific clients.
- process credit card payments for specific clients.
- Prepare deposits for both general account and Lawyers' Trust Account and ensure monies are credited to appropriate client of case.
- Open, close, and maintain clients' files in an organized manner.
- Train new and/or temporary employees, as necessary.
- Prepare drafts of annual reports to be filed with courts in a timely manner and file the same with the specific court and department.
- Ensure that all filing is put into correct file and organize file on a daily, weekly, and/or monthly basis as necessary.
- Printout next day docket/calendar and pull appropriate file for attorney to have available while in court or when meeting with clients.
- Meet with and interview potential new clients at the Lane County Jail and provide synopsis of meeting to attorney for review and follow-up.
- Attend court appearances with clients and provide attorney with an account of what occurred, what the end result was, if any, and any other information that may be useful or assist him in his representation of the client.
- Obtain discovery materials from district attorney's offices and prepare a redacted copy to be provided to client, in a timely manner.

**OWNERS' ASSISTANT, BIRD RESOURCE GROUP, INC.**

**EUGENE, OREGON, JULY, 2001 – MARCH, 2002**

- Plan, coordinate, and help control daily operations of Staffing for Success, Inc., as individually directed by the operating owner.
- Provide advice, guidance, direction, and authorization to carry out major plans, standards, procedures, and making sure that I maintain consistency with established policies and guidelines.
- Responsible for coordination of the cash flow of the Staffing for Success branches with BRG/OMS through the A/R process.
- Workers' compensation costing for insurance and quoting purposes for prospective and ongoing clients of Staffing for Success.
- Responsible for the hiring/firing within the Staffing for Success branches.
- Training as required for new hires.
- A/R, including but not limited to; collections, credit verification and approval, small claims, and similar duties.

**OFFICE MANAGER, DEIBA ENTERPRISES, INC. DBA: METAL BUILDING SPECIALISTS, INC.**

**SPRINGFIELD, OREGON, SEPTEMBER 1995 – JUNE 2001**

- Accounts payable and accounts receivable, including progressive billing and job costing.
- Responsible for maintaining compliance for all HR laws and regulations.
- Prepared payroll on a weekly basis for hourly employees and bi-monthly for salaried employees.
- Maintained records and information for each of the projects records concerning which employees/crews were working and the location of those job-sites
- Responsible for calculating and preparing per diem and mileage benefits when employees were required to work outside the area of the main office, including motel reservations for multiple employees and, at times, in multiple locations throughout Oregon.
- Maintained accurate records and compliance reports when employees were working on prevailing wage projects.
- Responsible for completing daily, weekly, monthly, quarterly, and annual reports for various state and federal agencies.
- Maintained all records in an orderly fashion to facilitate a speedy audit when required by insurance and when randomly chosen by state agencies for audits.
- Created and formulated Excel spreadsheets for more efficient records management system with regard to quarterly workers' compensation reports and a cross-reference to accurately verify that the figures for wages being reported were accurate and correct.
- Responsible for maintaining all computerized accounting for the business.
- Implemented and maintained Employer-at-Injury Programs (EAIP) and all facets of workers' compensation programs, including "Early-Return-To-Work" program.
- Maintained workers' compensation compliance with federal, state, and local agencies and responsible for investigation and gathering information on claims, job-site accidents and/or on-the-job injuries.
- Administrator of company's 401(K), Simple IRA, and 125 Cafeteria plans, including all health and dental benefits for eligible employees.
- Developed and maintained excellent business relationships with all the general contractors we dealt with on a regular and intermittent basis.

**DISPATCHER, FALCON CABLE TV (NOW CHARTER COMMUNICATIONS)**

**SPRINGFIELD, OREGON, APRIL 1991 — SEPTEMBER 1995.**

- Distributed daily work for technical department.
- Data entry on IBM computer.
- Responsible for maintaining locations of technicians and installers while in the field.
- Responsible for completing daily, weekly, and monthly reports in a timely manner.
- Excellent customer relations.
- Responsible for scheduling maintenance and service calls in a timely manner.
- Able to effectively communicate utilizing a two-way business band radio system.
- Accurately and promptly answer customers' questions and/or complaints.
- Able to effectively communicate with customers, either in person or on the telephone, that may be highly agitated, or very angry, and come to an amicable resolution to the given situation and/or issue(s).

# Leya Perry

Eugene, OR 97402  
[leyareye@gmail.com](mailto:leyareye@gmail.com)  
+1 541 636 6751

I am a very driven and hard working individual. With multiple years of customer service experience, office work, and patient services experience

Authorized to work in the US for any employer

## Work Experience

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### **Office Assistant/Receptionist**

McKenzie defense - Eugene, OR  
May 2022 to Present

1. Work between the court, prosecutors office and defense attorneys
2. Assign attorneys to various cases
3. Answer phones

### **Patient Access Representative**

G Street Integrated Health - Eugene, OR  
July 2021 to February 2022

1. Take patient calls
2. Check patients in
3. Check patients out
4. Schedule future appointments
5. Handle medication calls
6. Check and handle insurance

### **Patient Access Representative**

Slocum Orthopedics - Eugene, OR  
January 2021 to July 2021

1. Direct patients on where to go when entering the building
2. Check in patients
3. Change insurance information
4. Reach out to insurance/ workers compensation companies
5. Handle copays and other payments to account.

### **Bartender/Server shift lead**

Round One Entertainment, Inc. - Eugene, OR  
January 2020 to January 2021

1. Run the bar
2. Occasionally hop on the food side and take orders, prepare, and hand out food
3. Lead position on closing shift for food and bar
4. Do daily till counts at 6pm and 10pm



## **Rehab support staff specialist**

Willamette Family Treatment Services - Eugene, OR  
October 2018 to September 2019

1. Answer and direct phone calls
2. Knowledgeable in patient confidentiality
3. Medication handling
4. Diffuse situations either with clients fighting or client having a break down
5. Create drive schedule and visitors schedule
6. Certified in first aid and mental health first aid

## **Scanner**

Cascade Title Company - Eugene, OR  
February 2016 to July 2018

1. Scan and transfer escrow files onto the computer system
2. Fill in positions: pulling and scanning records for title department
3. Deliver statements and checks to other companies
4. Help with escrow policies
5. Manage and organize files and records

## **Guest service manager**

McDonald's - Eugene, OR  
June 2012 to July 2015

1. Greeted customers entering the store to ascertain what each customer wanted or needed.
2. Politely assisted customers in person and via telephone
3. Assisted customers with food selection, inquiries and order customization requests.
4. Count the opening and closing deposits

## Education

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### **associate's in criminal justice**

Pioneer Pacific College

## Skills

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- ESCROW (2 years)
- Records management (3 years)
- Customer Service (10+ years)
- Guest Service (4 years)
- Medication Administration (1 year)
- Microsoft word (2 years)
- Bartending
- POS
- Serving Experience
- Cash Handling

- Office Administration
- Insurance Verification (1 year)
- Medical Billing (1 year)
- EMR Systems
- Multi-line phone systems (2 years)

## Certifications and Licenses

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### **Mental Health First Aid**

May 2019 to May 2022

Certified to help with any mental health crisis

### **Oregon liquor license**

February 2020 to February 2025

### **CPR/First Aid**

October 2021 to October 2024

## Assessments

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### **Customer service – Proficient**

July 2021

Identifying and resolving common customer issues

Full results: [Proficient](#)

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

## Additional Information

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- organizational skills
- maintaining records of escrow files
- escrow policies
- scanning/ file management and record keeping
- medication handling
- schedule making

**5. Approach - The proposal should set forth a work plan, including an explanation of the methodology to be followed, to perform the services required in this request for proposal.**

**a. How Proposer will ensure effective legal representation**

Overview: McKenzie Defense offers services by seasoned attorneys with over 100 years of combined experience representing clients on misdemeanor charges. Its operating model is that of a consortium of individual attorneys working under subcontract with the entity.

Misdemeanor Experience/Case Coverage: McKenzie Defense presently subcontracts with five attorneys with extensive experience in misdemeanor representation whose sole responsibilities under those agreements are providing indigent defense services under the current Springfield contract. All but one of the attorneys have already committed to continue representing indigent defendants by appointment in that Court under subcontract with McKenzie Defense in 2024 with comparable caseloads to those they have carried this year and in the past. In order to ensure adequate coverage in response to the upward trending annual case count in the Springfield Court McKenzie Defense has already been in contact with another attorney, Kevin Swingdoff, who has agreed to take on cases in Springfield Municipal Court. McKenzie Defense also has an ongoing search for attorneys meeting both its own and the City's requirements and standards for experience and competence. It is anticipated that new attorneys will provide additional coverage for periods of high-volume or unforeseen attorney unavailability.

Available Support Staff: While all participating attorneys practice independently of each other and in separate locations in Springfield and Eugene, all administrative operations, including case assignments and initial contact with the Court and Prosecutor in each case are centralized in a single administrative office staffed during regular business hours by an experienced and qualified Office Administrator whose sole job is the administration of McKenzie Defense business. In addition to her experience as a paralegal in the past, she has spent the last 10 years implementing all procedures and performing all administrative functions related to Springfield indigent defense work under the current contract. Due to the increasing case count in the Court, McKenzie has brought on a second qualified individual to assist and back up its Administrator during periods of high-volume or leaves of absence, and to otherwise provide support as needed.

Caseload Per Attorney:

Three of the four planned participating attorneys presently carry Springfield caseloads making up over fifty percent of their annual practice. These include attorneys Quaranto, Spencer, and Kolstoe. Springfield makes up twenty five percent of Dustin Anderson's caseload. It is expected each attorney along with new to McKenzie Defense attorney Kevin Swingdoff shall make up fifty percent of his caseload. McKenzie Defense will monitor its attorney's caseloads to ensure that they are not overloaded and that they are meeting their obligations to their clients and to the court. Caseloads are to be reported monthly to the Administrator that she may monitor caseloads as well, and reduce the number of cases assigned to a particular attorney if they appear

to not be keeping up with their obligations.. As stated elsewhere in this Proposal, McKenzie will add new attorneys in the foreseeable future, in part to ensure its capacity from a personnel standpoint to cover all cases assigned under the contract without attorneys running afoul of their ethical obligations.

**b. Describe current caseload and plan for incorporating Springfield Municipal Court caseload:**

At this time McKenzie Defense, has no caseload other than that assumed under the current contract to provide indigent defense services in Springfield Municipal Court. If awarded the contract McKenzie Defense will continue operations as it has in the past by accepting appointed cases from the Court and assigning them to attorneys. There is therefore no need for special steps or changes to incorporate new Springfield cases.

The attorneys and staff will hold meetings periodically to review operations to ensure the timely, effective and efficient delivery of legal services. The group will work diligently to maintain already-established working relationships with Springfield Municipal Court judges, staff, prosecutors, city and county law enforcement agencies and the administrative staff of the City. Management will continue to communicate with Court staff on an ongoing basis to identify any glitches or problems encountered on either side of that relationship and resolve such issues.

**c. How Proposer will incorporate other law practice obligations [with] the workload responsibilities of the City, and what kind of priority Court appointments will be given in relationship to other contracts and obligations of an attorney:**

As described in the preceding response to Requirement 5(b), Proposer McKenzie Defense has no other obligations or priorities than those assumed under the current Springfield contract or to be assumed under the proposed contract. The Proposer itself therefore has no scheduling conflicts or steps that need to be taken. So far as the obligations of an attorney, subcontractor attorneys are expected to give priority to all Springfield cases assigned to them as a condition of their contractual relationship with McKenzie Defense. While not a frequent occurrence, our attorneys cooperate and assist each others by covering on appearances when unforeseen circumstances or unusually burdensome outside obligations, such as trial in another court, arise.

**d. How Proposer will assign cases to attorneys after arraignment and maintain client/attorney assignment through disposition:**

At present, Administrator receives a notification of appointment for each case via email from Springfield Court staff. Notifications consist of a letter of appointment, the citation(s) or complaint(s) in the case, and in show cause cases any show cause orders and/or other relevant documents or information. The letter of appointment contains the defendant name and contact information when known, a list of charges with docket and police case numbers for each charge, the current trial or appearance date and time, and notice whether the defendant is presently in custody and if so where. Where a defendant does not speak English that is also noted. Once our



Administrator receives a notification she enters all information for each defendant into a master spreadsheet, and designates an attorney for the case based on the goal of distributing the cases on as close to equal basis as possible. The name of the designated attorney is added to the database entry for each defendant.

Currently McKenzie Defense assigns an attorney to the incustody arraignment docket which begins at 1:00 PM each business day. The attorney making that appearance is informed of which defendant is on that docket prior to coming to court that day and which attorney is assigned (if the person is coming into custody on warrants) or going to be assigned. If the person is already represented by one of our attorney's it is standard procedure to let the court and defendant know that there is an attorney assigned so that the Defendant can speak with somebody they have already been working with. This decreases the chances of confusion as well as duplicate work and provides a better representation to the client. However if the case is for arraignment and the individual is not already working with an attorney it is appropriate for judicial economy but within the ethical limits of our representation to be open to resolving the case at that time. It is often the case that there are plea offers from the City that would see the case completed that day and not require future appearances. If this can be accomplished the attorney making the appearance would then be assigned in court to that person and the case would be resolved. If that cannot be accomplished then the case would be distributed out to the attorney it was intended to go to. The above process for in custody arraignment docket can help with judicial economy and can resolve a case more efficiently which can often be to both court and to the Defendant's benefit.

If awarded the contract McKenzie Defense in conjunction with the prosecutor's office and court staff would look to implement a similar program for out of custody arraignments as well. The out of custody arraignments currently take place at 1:30 directly after the in custody arraignments. However at present an attorney is not assigned to that docket. If awarded the contract it would be McKenzie Defense's preference to implement a similar process to the out of custody arraignments that is presently utilized for the in custody arraignments. The attorney assigned at the arraignments could be utilized to ascertain whether the case could be resolved right then and there or if more time is necessary. Beyond the benefit to the court of resolving a matter sooner, some of the benefits of being able to resolve cases at the out of custody arraignment docket to the Defendants include timely dealing with a case, getting re-referrals to treatment / road crew /setting up new payment plans or that the client may be going into custody in a different jurisdiction. Many of our current clients are unhoused and only have sporadic cell phone or internet service and getting to court may have been an ordeal in and of itself and it only makes sense to try to help them when they are already in court instead of telling them to come back.

Once the in and out of custody arraignments are complete emails for each case are then sent to attorneys notifying them of the appointments with all attachments from the Court included, and indication in the subject line whether or not the defendant is in custody. Those emails are copied to the Court, thereby informing it which attorney has been appointed in each case. Immediately upon completion of the above-described steps for a new batch of appointments, Administrator compiles a summary of all newly-appointed cases containing the

name of each defendant and the name of the designated attorney and emails it to City Prosecutor staff to facilitate its distribution of discovery and when applicable in the case an offer, to the appointed attorney by email.

Once notification of an appointment is received by the individual attorney its management and resolution becomes the sole responsibility of that attorney through its disposition except where withdrawal or substitution of an attorney becomes necessary due to the existence of a conflict or when a defendant opts to retain a private attorney. In the case of conflicts it is the responsibility of the appointed attorney to notify Administrator of the conflict, at which time the procedures described in Paragraph 4.f. for the appointment of a new attorney are triggered.

**e. How Proposer will coordinate staff and attorney absences to provide adequate coverage of all court sessions:**

Current practice, to be continued under the proposed contract, attorneys are assigned to specific dockets where in all cases assigned to them are to be handled. With the changes brought about by the pandemic attorneys have been able to access the court through in person, virtual and telephone appearances and minimize absences. Attorney's currently working with McKenzie Defense generally do not take off much time but when they do they are responsible for covering their dockets through early resolution of the case or when necessary filing a continuance after determining the position of the City Prosecutor on postponement. In virtually all such instances there is no objection by the Prosecutor and the motion is granted by the Court, with a new appearance date set. In instances where a matter is continued beyond the original trial or appearance date, attorneys work with the Court and staff to re-set the matter to a date which works for both the attorney and court.

As for the everyday dockets which includes in custody arraignments and the soon to be implemented out of custody arraignments attorneys are scheduled a month in advance and thus absences are rare. In the occasion where an attorney cannot appear one of the other members of the consortium can appear on that attorney's behalf. On the rare occasion unanticipated circumstances result in attorney unavailability other attorneys most often are able and willing to cover the appearance when asked to do so. In addition, McKenzie Defense has management personnel available by phone in the event of last-minute unanticipated absences or other matters requiring immediate attention.

**f. How Proposer will track, identify and notify court of any conflict of interest and plan for absorbing conflict of interest cases, such as with subcontractor attorneys. Proposer must demonstrate plan for managing conflict of interest cases. Plan must include a detailed explanation of how ethical conflicts for an individual attorney and conflicts for the firm are identified and traced.**

McKenzie Defense's consortium model is particularly suited to resolving conflicts of interest in cases as each of the participating attorneys function as a separate law firm and accordingly, no conflict of interest occurs merely because of the existence of co-defendants in a

police case. Each of the co-defendants are assigned a separate attorney when the case is sent to McKenzie Defense by the Court. Because they are separate entities, participating McKenzie Defense attorneys are not limited by each other's conflict lists. Thus, court operations benefit from having a central contact point for organizational and administrative functions, without having the limitations and complications arising when dealing with a single law firm. Such complications may include the need for motions to, or additional appearances before the Court to address related issues, and in some cases the need to contract with additional attorneys or firms for the specific purpose of handling conflicts.

Where an ethical conflict is discovered or arises later in a case, the consortium model allows its internal resolution by re-assignment of the case to another participating consortium attorney. The attorney discovering the conflict contacts McKenzie Defense's Administrator to arrange for substitution of new counsel. A stipulated order for substitution of counsel is prepared, signed by the original and substituting attorneys, and forwarded to the court for signature by a judge. Once so approved by the court, McKenzie Defense emails formal notification of the new appointment to the Court, the new attorney, the City Prosecutor, and, if email is available, the defendant. A new initial contact letter providing the name of the new attorney, with contact information, is also mailed to the client.

It is the responsibility of each attorney to track conflicts specific to their own practice. Unlike civil practice, however, in which one of the most frequently occurring conflicts is the representation of a current client against a former client or the interests of a former client, and in some instances the interests of the attorney themselves, criminal practitioners need in most cases concern themselves with far fewer conflicts arising from past representation. Nonetheless, each attorney maintains a database of past clients and cases and routinely searches it to ensure no such conflicts exist on their receipt of new appointments. A more frequently occurring conflict in criminal practice, and one which cannot be tracked, is the representation of co-defendants by a single attorney. While such conflicts are seldom evident in the preliminary appointment documents received from the Court, participating attorneys may learn of them in their initial consultation with one of the defendants, and in other cases by review of police reports and other discovery when it is received from the City Prosecutor. In the rarely occurring instance an attorney learns (1) co-defendants are involved, and (2) they have been appointed to both, the attorney must immediately notify McKenzie Defense and initiate the above-described procedures for substitution in one or both cases.

Another type of conflict which arises from time to time in criminal defense work, also insusceptible to tracking, is best summarized as deterioration of the attorney-client relationship to an extent effective representation by the attorney has become extraordinarily difficult, if not impossible. This could occur when a client is uncommunicative, uncooperative or hostile to the extreme, or when a basic personality clash between attorney and client escalates to a degree they are simply not able to effectively talk to each other. Fortunately this occurs very rarely. When it does, it can be resolved in most cases by implementing the substitution procedures described above, though when the development of the case and time of representation are well advanced it would be one of the few instances in which withdrawal by the attorney and the appointment of a new attorney could require that a motion be filed or an appearance before the Court.

Concerning any question of conflicts involving Proposer McKenzie Defense itself, there are none as the entity does not represent clients and instead merely serves as the focal point and hub for the assignment and coordination of cases to the independent attorneys.

**g. How Proposer will schedule interviews with both in-custody and out-of-custody clients, and the timeline Proposer expects to follow in relation to both. \*\*\*\*\***

While the following procedures to ensure interviews and/or meetings are promptly scheduled with in-custody and out-of-custody clients have been in place and refined over the course of the current contract and will be continued, it is intended they will be reviewed with all attorneys in upcoming months, both to reinforce their importance in every case, and to go over changes determined to be necessary.

Out-of-Custody Clients:

One of the issues with the present contract is that there is not an attorney present at the out of custody arraignments. As mentioned in section (f) above this can be advantageous to the clients and the court for efficient resolution however it can also have the benefit of establishing communication with a client and ascertain what their living situation is, what their legal needs might be or if there is an immediate issue that needs to be addressed. The attorney handling the arraignment docket would be able to discuss with the client who their attorney is going to be and how best to begin the handling of their case.

The process would be similar to our current model the only difference being that initial contact with the client. The current process and the process we propose to use is that within a few hours of receiving new appointments by email from the Court, our Administrator designates an attorney for each case then emails notices of those appointments to the attorney, the Court and the Prosecutor's staff, after which she prepares and mails first contact letters to all new clients. The letters contain the name of and contact information for the appointed attorney, and instructs the client to contact the attorney within 7 days.

A Spanish version of the letter is sent to clients which the Court identifies in the initial appointment documents as Spanish-speaking only, with a large notation that if an interpreter is necessary the client should contact one of those listed to arrange an appointment with the attorney. When the client contacts their attorney as instructed ensuing phone conferences may run 30 minutes or longer, and are often all that is necessary to resolve a case. When more is required, or when a client has difficulty understanding, further phone conferences or a meeting are scheduled at a mutually agreeable time. When a client is unable to reach the attorney and leaves a message instead, the attorney is required to return the call within 3 to 4 business days, but preferably within 24 hours. These requirements are ineffective though when clients never call, or when an attorney attempts to make contact when that happens and finds the phone disconnected or never answered, as often occurs. When it does it is impossible to schedule interviews or conduct phone conferences in advance, in which case attorneys make every effort to confer with such clients outside the courtroom in the event they show up at the time set for their appearance, and if possible resolve the case, or determine if it needs to be continued for



trial.

Attorneys are responsible for arranging appointments or phone conferences with clients, and are encouraged to set a regular time when they may be reached by phone for contact by homeless or other individuals without regular phone service. Clients who encounter difficulty reaching the appointed attorney may call the McKenzie Defense office for assistance in making contact. The office also has access to a meeting room which is ADA compatible, as are the meeting rooms at the courthouse. The latter are sometimes also used by attorneys to meet with clients having little range of travel and for who it is difficult to get to Eugene.

In-Custody Clients: The appointment of attorneys in in-custody cases is given priority in time, and the email from McKenzie Defense notifying an attorney of the appointment states in the subject line the client is in-custody. When notified of an appointment to represent a client in custody at the Springfield or Lane County Jails, an attorney is required to make every effort to meet and confer with the client within 24 hours, and in no case more than 48, not counting holidays or other days on which the respective facilities do not permit attorney visits. In the occasional case where a client is incarcerated in a state correctional facility, the initial contact letter is sent to them at the given location and attorneys follow up by scheduling a confidential phone conference with the client through communications with a designated staff person, most often a prison librarian.

**h. How Proposer will provide monthly statistical data to court:**

McKenzie Defense will continue procedures under the proposed contract developed over the course of the current contract in which the Administrator works with the Court to provide data on monthly case appointments, case count, attorney caseload, and case dispositions for each month. Case count and disposition data is obtained at the end of each month by the Administrator through her access to case and client spreadsheets maintained by each attorney. The Administrator compiles all data into a monthly master spreadsheet in a format compatible with Court and City systems and forwards it to the Court. Any orders obtained from the Court over the course of that month preauthorizing extraordinary expenses are sent to the service provider and a copy attached to the monthly billing invoice. It should be noted that while McKenzie Defense does not compensate participating attorneys on an hourly basis, estimated hours are entered in the spreadsheets by attorneys for each case and included in the statistical data provided to the City under the agreement. It is anticipated that particular practice would also continue under the proposed contract.

**i. Describe what Proposer needs to do to be ready and able to begin services on the proposed contract effective date:**

Due to the ongoing performance of the current Springfield contract, beginning services under the proposed contract on its effective date of July 1, 2024, will for the most part be a matter of “business as usual.” All currently participating attorneys are established in their respective office spaces, equipped with all necessary office equipment and systems, and entirely familiar with Court and McKenzie Defense staff, systems, procedures, and requirements. Once

award of the contract has been announced a meeting of all attorneys will be held to refresh them on such procedures and requirements, and update them on any new information pertaining to their responsibilities or changes under the proposed contract. Other than that, they need only to execute new subcontracts with McKenzie Defense, and submit any certificates and/or verifications required by the Court in addition to those submitted with this proposal.

**j. Describe experience in assisting non-English speaking clients. Provide list of bilingual attorneys and administrative staff:**

The most common non-English language of Springfield court-appointed defendants is Spanish. Under current practice, to be continued under the proposed contract, when McKenzie is notified by the Court a defendant speaks Spanish only it mails an initial contact letter in Spanish providing the client the name of their appointed attorney, and advising them to contact the attorney within 7 days. A copy of that letter is also provided to the client by the appointed attorney during their initial meeting if they are in custody at the time.

Presently some of our McKenzie Defense attorneys have assistants that are bilingual in both Spanish and English and some of our other attorney's that have access to in house interpreter services that allow for efficient and cost effective translation.

Non native English speaking clients are appointed to all attorneys and each attorney has there own methodology for communicating with there respective clients. In the event the attorney has a need for an interpreter they have access to a list of Court-approved interpreters to contact for assistance. However with the advent of new technologies, many communications can now take place via email using translating software. When working with individuals who lack email or have limited literacy other options are available such as language line or in person translations. It is incumbent upon the attorney who is assigned to the case to inform the court of a need for a translator and scheduling a special appearance (i.e. not on the attorney's usual docket) for meeting with client and the translator. If the language is outside of Spanish, language line is the most usual method for communication given the cost and availability of approved interpreter.

In the event a client speaks a language other than Spanish (e.g. Russian, Cambodian, Filipino, Sign language, etc.) the attorney shall contact the Court which has access to and will arrange for the required interpreter to assist.

**k. Describe experiences working with court and staff on issues relating to case management and court procedures:**

McKenzie Defense attorneys and staff interact with court and staff on an almost daily basis due to their integral role in court operations over the course of the current contract. Over that time participants on both sides have developed working relationships, and a knowledge of who to contact when issues or concerns arise, depending on the nature of the concern.

McKenzie Defense attorneys confer with judges and staff routinely when informed of an issue concerning procedures or occasionally an individual case or attorney, or when they

themselves become aware of such issues. Similar working relationships and familiarity exist with the current City Prosecutor's office and staff. Since the untimely passing of Douglas E. Minger and even prior to that Interim Director Lance D. Quaranto has had multiple discussions and meetings with the presiding judge, mental health workers, prosecutors, and jail staff to explore achievable options for more appropriately resolving cases and providing effective and just representation of defendant's in the court.

In the majority of cases, though, contacts are primarily with the Prosecutor and staff regarding discovery issues and the negotiation of case resolution, with little interaction with the Court needed due to its well-established case docketing and management procedures with which all attorneys are well-acquainted. Everyday communications generally revolve around calendaring, generation of appropriate court documents and status updates regarding cases such as changes of plea or contact issues with clients.

It is the current practice of the participating attorneys to notify court staff in advance of the appearance date in a case the anticipated nature of its resolution, and required to give notice at least 21 days in advance of trial date when a case will be tried to a jury. Status updates are normally made through phone calls or emails to staff. Other contacts may involve scheduling issues, and requests for any recent contact information to transient clients, inquiries about the prior release date or whether bail was posted in a case. Much of this information is also available through Tyler Case Management software which all present attorney's have access to. These are some of the ongoing daily matters routinely handled by all participants on both sides.

**I. Proposer's policy for responding to all client contacts (including jail kites), including the length of time within which a response must occur.**

Policies and practices regarding client contacts, while firm, depend somewhat on the stage of the relationship and nature of the client

Concurrent with the appointment of an attorney in a case, McKenzie Defense initiates contact in a standardized letter to the defendant at the address provided by the Court, notifying them of the name and contact information of their attorney, advising them of and instructing them on basic rights, and instructing them to contact the attorney within 7 days. If contacted by an out-of-custody defendant and the client is unable to reach the attorney and leaves voicemail, the attorney is required to return the call within "a reasonable time," but preferably within 24 hours. Once actual contact occurs, whether in the form of a consultation regarding issues in the case itself and options for its resolution, or a brief exchange to arrange a meeting, the urgency of subsequent responses and contact depends much on the stage and posture of the case. Nonetheless, McKenzie Defense will be preparing a written statement of policy to remind its attorneys and stress the importance of the requirement that they attempt to return initial contact calls in timely fashion and make every reasonable effort to follow up quickly on subsequent calls.

In the case of an in-custody defendant the requirements are more clear-cut. Under current practice attorneys are required to make every effort to meet with clients held in the Springfield or Lane County jails within 24 hours or one business day of the their appointment to the case, and in

no instance more than 48 hours or two business days. This policy has been made more simple and efficient with the use of telephone access to both jails. Due to the nature of being incarcerated, Defendant's are often left with a sense of unease about what is going on with their respective cases and McKenzie Defense attorney will continue to endeavor to keep them up to date as much as possible whether it be simply a phone call letting the client know what the plea offer is, that discovery may be pending or that there are ongoing negotiations with the City.

Springfield Municipal Court is unique in that it has a municipal jail. Bond is usually imposed for individuals who have previously failed to appear or have offenses that warrant being held in custody. With that being said, these individuals are often resolving their case in custody which means quick and efficient communication is paramount to good representation. McKenzie Defense and its attorneys are dedicated to quickly contacting defendant's in-custody to assist defendants in resolving their cases.

The policy is essentially the same when jail kites are received, but its application is less certain. In the case of a kite from a defendant requesting a visit from their attorney, it is not uncommon due to time required for the kite to get from the jail to the Court and from the Court to the attorney, for the attorney to have already met with the defendant a day or more earlier. It is also not uncommon for some defendants to complain incessantly they have yet to see an attorney when in fact they have already met once or more, and often, already agreed to settle their case on the terms offered by the Prosecutor and are only waiting for their appearance and release date. It is imperative in other cases, however, that a response be immediate or close to it, particularly where the kite concerns an emergency especially if there is a known or suspected mental health issue.



**Requirement 6 – Cost Proposal: Provide a detailed cost proposal based on the Scope of Work outlined in Attachment 1 – Scope of Work. Proposer may submit a flat annual cost proposal based on the annual average caseload defined in Attachment 1 Scope of Work.**

McKenzie Defense tenders the following proposal in Paragraph A for payment of cost based on a flat annual amount to be paid in equal monthly installments over the course of the year for payment of attorney representation of indigent defendants appointed on cases in the course of that fiscal year.

**Flat Annual Amount for Court-Appointed Cases:**

Pursuant to the Scope of Work specifications and terms stated in RFP#3579, McKenzie Defense proposes a flat annual payment of Four Hundred and Forty Thousand dollars (\$440,000) for the projected caseload of three thousand (3000) non-ISC or Diversion Court appointed cases, to include those deemed show cause matters and failed DUII Diversion.

**Termination or Substitution Effect:**

If the Contract is not renewed or is otherwise terminated, representation in appointed cases shall continue for a period of 60 days during which time the matters may be resolved by McKenzie Defense. For any matters not otherwise closed within the 60 day period, an alternate provider shall be substituted by the Court.

**Payment of Extraordinary Expenses:**

This proposal does not include an assumption of responsibility for billing extraordinary court pre-approved case expenses and subsequent disbursement to the outside non-attorney provider. McKenzie Defense would agree however to forward all orders for extraordinary expense and maintain and regularly provide basic tracking information

**Savings to the Court in Reduced Administrative Expenses:**

The consortium model retained by McKenzie Defense saves the City, the Court and staff time and financial resources by its prompt internal resolution where conflicts of interest mandate withdrawal by an attorney, thereby eliminating the need in most cases for judicial involvement. As a result, additional savings in the Court's time would occur by eliminating the requirement of filings and appearances in most cases involving conflicts where they would otherwise be necessary. Instead MD would merely file Substitutions of Attorney and concurrently notify defendants in such cases of the appointment of a new attorney as has been its practice under the current contract. In addition, internal handling of conflicts by McKenzie Defense spares the City the need to enter additional contracts with other law firms or independent attorneys to assume representation where conflicts exist. In summary, MD's form of operation offers inherent advantages over a single law firm from the standpoint of conflicts. In addition, the inherent advantages of a seamless continuation to the proposed contract by the current provider rather

than the disruptions and delays inevitable in a transition to a completely new provider would pose significant costs to the City in terms of court and staff time, and related financial expense.

**Requirement 7–Knowledge and Experience: Provide experience in comparable municipal court setting processing misdemeanor cases. If applicable, list experience specific to Springfield Municipal Court, local laws, and sanctions. (Provide experience level for each attorney.)**

All currently participating attorneys are experienced in comparable municipal court settings processing misdemeanor cases, including the trial of cases, hearings on probation violations and diversion terminations, communications with clients both in and out of custody, impaired client issues, settlement negotiations, and case handling generally. More importantly, all have substantial experience, most of them extensive, in Springfield Municipal Court. Accordingly, all are well-schooled in the Springfield court’s current procedural requirements and protocol. At the same time most have long-established working relationships with key personnel throughout the Justice Center, including judges and court staff, prosecuting attorneys and their staff, and law enforcement and jail personnel, all contributing to more orderly case handling and as seamless a transition on July 1, 2024 as is possible.

Experience levels for all current and future attorneys are detailed in the following table:

Attorney	Muni Court Experience	Springfield Muni Court Experience	Misdemeanors
Dustin Anderson	7 years	.5 years	7 years
James Kolstoe	33 years	33 years	1 year - DA 32 years defense
Lance Quaranto	10 years	8 years	10 years
Lisette Spencer	10 years	9 years	1 ½ years - DA 23 years defense
Kevin Swingdoff	36 years	only retained	36 years defense

**Requirement 8–Facilities: Describe facility available to meet with clients and compliance with ADA standards.**

All McKenzie Defense attorneys maintain individual offices in downtown Eugene and/or Springfield. All offices presently have accessibility compliant with ADA standards. The central office in Eugene also has access to an ADA-compatible meeting room if it is required.

**Requirement 9–Equipment: Describe equipment and electronic information systems Proposer has or will obtain. If additional equipment or software will be purchased provide a timeline for purchasing and training:**

All participating attorneys have sufficient office equipment, including printers, copiers,

telephones, facsimile machines and computers. McKenzie Defense is equipped with all necessary equipment and systems, including computers, laser printer and copier, and phone systems for use by the administrative staff at the central office, as well as backups for each. Updated software was installed in the recent past for word processing, spreadsheets, and data backup.

The Administrator and all participating attorneys are experienced in the use of the equipment and information systems utilized in the performance of the current and proposed contracts. Present attorneys are equipped to handle both in person and virtual appearances through the use of computer cameras and GoTo Meeting software. If new software is required or implemented by the court training and coordination will be held within a reasonable time by McKenzie Defense.

**Requirement 10–Professional Education and Supervision Plan: Describe management plan for administrative support staff. Include training, Continuing Legal Education (CLE), educational awareness of new developments in criminal and indigent defense-related case law and procedures.**

Supervision: Supervising attorneys are charged with ongoing professional development and oversight of all attorneys. Each monitors the other attorneys as well as each other when in the courtroom and occasionally will take an attorney aside to make an observation when it would be helpful in their courtroom conduct or strategy. Meetings or phone calls take place regularly between supervising attorneys to discuss concerns which may arise over attorneys or court operations, and court supervisors are aware of their availability to discuss any matter concerning personnel or general court operations or procedures. Additionally, meetings are held with all attorneys with some regularity to discuss any concerns affecting all, changes in court policy or operations, cases, and any other matters requiring their attention.

Training: The current roster of attorneys is well-schooled in Springfield practice and local court practice. McKenzie Defense allows attorneys sufficient time to undergo continuing legal education and local training seminars, and when relevant, forwards professional training materials which become available. New attorneys shall receive a training program sufficient to competently represent indigent clients in Springfield Municipal Court. McKenzie Defense also require participating attorneys to maintain membership in the Oregon Criminal Defense Lawyer Association (OCDLA). As a member of OCDLA, attorneys are on the criminal defense list service, which keeps member attorneys updated on recent case law and legislation while providing access to continuing legal education (CLE) materials. Membership also gives participating attorneys full access to the OCDLA online Library of Defense. Attorneys are also required to ensure they receive a minimum of 6 CLE credits (hours) related to criminal defense work each year. Information on upcoming conferences and training is provided to all attorneys as such information is received.

Staff: Supervising attorneys are all responsible for the oversight of administrative support staff. Lance D. Quaranto is responsible for daily supervision of the Administrators and the resolution of any concerns or questions arising about operations.



At this time, McKenzie Defense has two administrative support team members, Stacey Colorado, who has 22 years of experience in law office management and procedures. Ms. Colorado is up to date on technical training, office management, and technical systems. Leya Perry is our second administrative staff member. Ms. Perry has been with us for almost two years and is overseen by both Mr. Quaranto and Ms. Colorado.

**Requirement 11–Transition Plan: Submit a plan that includes transition plans for assuming caseload as of July 1, 2024, Roles and Responsibilities:**

For the most part there will be no noticeable transition on the starting date of the proposed contract, other than what will amount to minimal administrative matters. Case appointments and their assignment to attorneys is expected to continue in the same manner as on June 30, 2024. It is anticipated that attorneys appointed in all cases prior to the new start will continue their representation therein, and that McKenzie Defense will remain responsible for their administration and billing. Finally, supervisors and administrative staff will work with Allie Sederlin and her staff to review current procedures and to identify any areas in need of adjustment. In summary, it is anticipated the transition, to the limited extent necessary, will be seamless.

**Requirement 12–Diversity: Describe experience working with a diverse population and addressing local community special interest issues. Specify diversity training plan for staff and attorneys. In particular describe experience representing drug/alcohol-addicted and/or mentally ill clients, and any strategies developed for providing services to these populations.**

Diversity: McKenzie Defense attorneys and staff firmly believe in accepting and respecting others for their differences. These differences may be based on race, gender, sexual orientation, ethnicity, socio-economic status, religious beliefs, political beliefs, age, mental health conditions, and physical abilities to name a few. Participants are a diverse collection of attorneys and staff, with a mix of females and males, ethnicities, ages, and beliefs. We believe a diverse consortium ensures that the criminal defendants are fairly and properly represented.

By the very definition of indigent defense practice all of our attorneys have worked with diverse clients in hundreds of cases. We routinely represent people who are unique from each other and the attorney. As a group we strive to ensure we are accepting of all people and work diligently to ensure they feel their attorney is there to help them.

Mental Health/Drug-Alcohol Afflicted Clients: Local community concerns which strain all courts, and of particular interest the Springfield criminal justice system, are untreated mental health affliction and drug/alcohol addiction. As attorneys with long-time experience practicing indigent defense in that court, all McKenzie Defense attorneys have dealt repeatedly with cases in which those afflictions impose obstacles to client comprehension of the charges they face and related matters, and lobby for solutions and resolutions tailored more to the specific client circumstances and intended to help them onto a path out of the entanglement their incapacities

continually cause them with the criminal justice system, than occurs with standard sentencing and the imposition of punishment.

One aspect of substance abuse that has changed significantly since the last RFP has been the growing opioid crisis specifically fentanyl addiction. All of our attorneys have had clients who have died from or are highly addicted to this substance. With the launch of the treatment court in Springfield, SMART Court, the attorneys practicing with McKenzie Defense have finally had an positive option in which to refer our clients. It was too often the case that our attorneys would not have real options for our clients to access meaningful treatment. McKenzie Defenses attorneys are committed to helping, when appropriate, our clients to get into SMART court so that those defendants can start to make a difference in their own lives. Though none of the present members of McKenzie Defense are part of the SMART court program per se, all of the attorneys presently working with McKenzie Defense believe in its efficacy and have attempted to integrate it into our overall practice.

Where SMART court is not an option our attorneys often help facilitate the entry of clients into other treatment programs or homes where funding can be identified, contacting social service providers about their availability to assist mentally ill clients or those suffering from dementia or similar incapacity, contacting known family members to inquire about their availability to assist, and exploring options for, and the availability of funding in the given circumstances.

McKenzie Defense attorneys have participated in several mental health meetings conducted by Judge Tierney with prosecution staff, jail staff, jail mental health workers, and representatives from Lane County Behavioral Health to explore and consider options and available resources to better assist those suffering from these afflictions. Mr. Quaranto along with court staff, Judge Tierney, Matthew Dahlstrom from the city prosecutors office and local treatment providers have developed the .370 docket which has streamlined court operations and allowed for greater oversight and consistency when dealing with cases arising out of mental illness.

While all of our attorneys are experienced in these matters and attuned to the presence of these issues when they occur, several have extensive backgrounds and credentials in dealing with and assisting these individuals, in addition to their work in the Springfield Court. A brief summary of those follows:

Dustin Anderson: In addition to his representation of indigent defendants, Mr. Anderson has represented clients in Eugene's Community Court program as well a presently represents individuals in Eugene's Opportunity Docket. These are alternative speciality dockets that attempt to address systemic issues facing Defendants in order to decrease the chances of recidivism. Through that work he has developed an understanding and compassion that is essential when representing indigent clients. Mr. Anderson has a calm and collected demeanor in helping these individuals work through stressors in their lives such as lack of housing, mental health, substance abuse and lack of employment.

James Kolstoe: In addition to his representation of indigents spanning more than two decades, Mr. Kolstoe at one time was responsible for representing clients facing civil commitment for mental illness. He estimated he represented just under 200 clients while working in that capacity. Through that work he developed the belief it is essential when representing clients in this demographic to achieve an understanding with them to help guide them towards more constructive ways of addressing problems in order to help them break the cycle of misguided thinking resulting in conflicts with the criminal justice system.

Lance D. Quaranto: Presently Lance Quaranto attends to the mental health docket (also known as the .370 docket) in Springfield Municipal Court. Mr. Quaranto has established relationships with local mental health providers at Lane County Behavioral Health as well as the doctors providing evaluations to the court in order to help his clients regain fitness and proceed through their respective cases. The difficulties of this docket cannot be understated as criminal proceedings can often be difficult to understand in the best of circumstances but mixing in mental health issues often exacerbated by substance abuse requires a great attention to detail and a compassion for the Defendants.

Lisette Spencer: As described in her brief biography in this Proposal, Ms. Spencer served as a volunteer attorney to veterans and the aging for several years early in her career, many of them suffering from mental health impairment, dementia, and drug/alcohol addiction of which she assisted them in looking for solutions or treatment. In later years, as lead attorney in a grant-funded program run by the Klamath County DA's office to address and prosecute domestic abuse, she worked extensively with mental health workers, social workers, police and agencies, and victim advocates to address the impact of mental health and substance abuse issues on families, victims, and the afflicted themselves. Through that she gained a sensitivity to those suffering from those problems which she carries over to her work as an indigent defense practitioner.

Kevin Swingdoff: Is presently conflict counsel in Eugene Municipal Court. The cases and clients he represents are some of the most difficult clients to handle as they are often prone to switch attorneys and be generally difficult to represent. Mr. Swingdoff has a calm and collected demeanor and is very capable of representing all types of clients.

**Requirement 13–References: Provide five (5) references for Indigent Defense Services for organizations for whom you have provided similar services. The reference should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include current City Staff.**

McKenzie Defense was formed in early 2014 for the sole purpose of tendering a proposal in response to the City's then-pending request for proposal to provide indigent defense services. As successful bidder it has performed that contract from its previous iteration as McKenzie Defense Consortium beginning July 1, 2014 through June 30, 2018, through the present as McKenzie Defense, providing no similar services to other organizations during that time. The Request for References precludes current City Staff from being listed as references leaving

McKenzie Defense in a bit of a quandary as there are no other organizations or persons for which it as an entity has provided defense services.

As the Interim Director, Mr. Quaranto's references should be looked at more closely as he will be the point of contact between the City and McKenzie Defense. However, one of the few people presently working with all of the attorneys in McKenzie Defense but not a member of City Staff is Tonya Cochran. Ms. Cochran is a familiar face in this court and in others and is a valued colleague with whom all of the McKenzie Defense attorneys work. Another reference familiar with all of our attorneys and our court is translator John Morrell.

**Tonya Cochran**

Quality Research Associates  
288 Mill St M2,  
Springfield, OR 97477  
541-343-0365  
tonyac@qraes.org

**John Morrell**

Certified Court Translator  
541-221-2653  
morrelljm@comcast.net

References for Proposer's individual attorneys and staff are as follows:

**Dustin Anderson**

- Honorable Martin M. Fisher, Cottage Grove Municipal Court Judge, 400 E. Main Street, Cottage Grove, OR 97424; Phone: (541) 767-4115; Email: [marmfis@saif.com](mailto:marmfis@saif.com)
- Honorable Richard B. Brissenden II, Florence Municipal Court, 900 Greenwood Street, Florence, OR 97439; Phone: 541-997-3123; Email: [rick@justicesalem.com](mailto:rick@justicesalem.com)
- Honorable Richard Fredricks, Eugene Municipal Court 1102 Lincoln Street Eugene, OR 97401 541-682-5400
- Honorable Greg Gill Eugene Municipal Court 1102 Lincoln Street Eugene, OR 97401 541-682-5400
- Angela Ott, Court Administrator Florence Municipal Court 900 Greenwood Street, Florence, OR 97439; Phone: 541-997-3123

**James Kolstoe**

- Jessie London, Coburg City Prosecutor 66 Club Road, Suite 200 Eugene, OR 97401 503-887-3107 [jessie@londonparislaw.com](mailto:jessie@londonparislaw.com)
- James Strickland, Springfield Municipal Court Presiding Judge (Retired) 834 Brookside Drive, Eugene, OR 97405 541-344-8624 [jims7law@comcast.net](mailto:jims7law@comcast.net)
- Mandy Balcom, Coburg Municipal Court Clerk 91136 N. Willamette Street, Coburg/ PO Box 8146, OR 97408 541-682-7859 [mandy.balcom@ci.coburg.or.us](mailto:mandy.balcom@ci.coburg.or.us)
- Michelle Rounsaville, Cottage Grove Municipal Court Clerk 400 E. Main Street, Cottage Grove, OR 97424 541-767-4115 [courtclerk@cottagegrove.org](mailto:courtclerk@cottagegrove.org)
- Jerome C. Vergamini, MD, psychiatrist handling fitness evaluations by appointment of



Springfield Municipal Court 30 E. 33rd Avenue #5937, Eugene OR 97405-3819  
jeromev@uoregon.edu

### **Lance Quaranto**

- Honorable Richard B. Brissenden II, Florence Municipal Court, 900 Greenwood Street, Florence, OR 97439; Phone: 541-997-3123; Email: [rick@justicesalem.com](mailto:rick@justicesalem.com)
- Honorable Amy Lindgren Oregon City Municipal Court 1234 Linn Ave. Oregon City, OR 97045 (503) 905-3675 [alindgren@orcify.org](mailto:alindgren@orcify.org)
- Honorable Martin M. Fisher, Cottage Grove Municipal Court Judge, 400 E. Main Street, Cottage Grove, OR 97424; Phone: (541) 767-4115; Email: [marmfis@saif.com](mailto:marmfis@saif.com)
- Daniel J. Stotter, Stotter & Associates, LLC, 408 SW Monroe, Ste. M-210E Corvallis, OR 97333; Phone: (541) 738-2601; Email: [dstotter@qwestoffice.net](mailto:dstotter@qwestoffice.net)
- C. Peter Sorenson, Sorenson Law Office, PO Box 10836, Eugene, OR 97440; Phone: (541) 606-9173; Email: [petesorenson@gmail.com](mailto:petesorenson@gmail.com)

### **Lisette Spencer**

- Judge Andrea Janney, Circuit Court Judge, Klamath County Courthouse, 316 Main Street, Klamath Falls, OR 97601; Phone: 541-883-5503
- Bill Kellogg, Information Security Officer, Oregon DOC, 3601 State Street, Salem OR 97301; Phone: 503-373-7006-work; 541-953-8205-Cell
- Monte Ludington, Umatilla County Deputy District Attorney, 216 SE 4<sup>th</sup> Street, Pendleton OR 97801; Phone: 541-278-6270; [monte.ludington@umatillacounty.net](mailto:monte.ludington@umatillacounty.net)
- Dave Groff, Former Chief Deputy District Attorney, Klamath County, Oregon and Counsel for Klamath County; [david.groff@oit.edu](mailto:david.groff@oit.edu)

### **Kevin Swingdoff**

- Stephen Behrends Phone# 541-344-7472
- Lynn Shepard Phone # 541-685-1288
- Terri Wood Phone # 541-844-9369
- Honorable Richard Fredricks, Eugene Municipal Court 1102 Lincoln Street Eugene, OR 97401 541-682-5400
- Honorable Richard B. Brissenden II, Florence Municipal Court, 900 Greenwood Street, Florence, OR 97439; Phone: 541-997-3123; Email: [rick@justicesalem.com](mailto:rick@justicesalem.com)

### **Stacey Colorado - Administrator**

- James C. Jagger, 3457 Whisper Lane, Eugene, Oregon 97401; Phone: 541-913-5194; Email: [jimcjagger@aol.com](mailto:jimcjagger@aol.com)

- Patricia Jaqua, 3457 Whisper Lane, Eugene, Oregon 97401; Phone: 541-729-4737; Email: [jaquapoj@yahoo.com](mailto:jaquapoj@yahoo.com)
- Ralph A. Bradley, Ralph A. Bradley, P.C., 470 West Broadway, Eugene, Oregon 97401; Phone: 541-344-3446; Email: [ralphbradley@comcast.net](mailto:ralphbradley@comcast.net)
- Lynn Bike, Aloha Bookkeeping Company, LLC, 1710 Oakhurst Court, Eugene, Oregon 97402; Phone: 541-579-4911; Email: [lbike@yahoo.com](mailto:lbike@yahoo.com)
- Gregory L. Strausbaugh, A&M Towing and Recovery, 430 West 1<sup>st</sup> Avenue, Eugene, Oregon 97401; home: 541-344-2428, cell: 541-501-3135 [gregory.strausbaugh@att.net](mailto:gregory.strausbaugh@att.net)

**Leya Perry - Clerk**

- Brittany McCoy, 4740 Union Terrace Dr. Springfield, Oregon 97478; 541-954-9156
- Stacey Colorado 541 Willamette Street, Suite 110 Eugene, OR 97401 541-915-0823

**ATTACHMENT 3**

**Authorization to Legally Bind Bidder**

**The person executing this Bid and the instruments referred to herein on behalf of the Bidder has the legal power, right, and actual authority to submit this Bid, and to bind the Bidder to the terms and conditions of this Bid.**

  
**(Signature of person authorized to bind Bidder)**

4/11/2024  
**Dated**

Lance D. Quaranto  
**Print Name of Person signing as authorized to bind Bidder**

Interim Director McKenzie Defense  
**Title of Person signing as authorized to bind Bidder**

McKenzie Defense  
**Firm Name**

541-393-8485  
**Phone**

541 Willamette st. Suite 110  
**Address**

541-484-0529  
**Fax**

Eugene, OR 97401  
**City, State, Zip**

Lance.d.quaranto@gmail.com  
**email address**



# Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise



MWESB/DBE Voluntary Self-Declaration for City Procurement # 3579 or Project No. P \_\_\_\_\_

The City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the Department. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business and construction communities. The Department does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the Department will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Prime Bidder/Proposer: McKenzie Defense

Business Name: McKenzie Defense

Contact Person: Lance D. Quaranto  4/11/24

CCB#/PE#/Other Registration: Registry #148340797

Business Address: 541 Willamette St. Suite 110 Eugene, OR 97401

Business Phone: 541-344-5522

Please check each box indicating the business certification type that your firm has with the State of Oregon or the federal government, if any:

- Oregon Minority-owned Business
- Oregon Woman-owned Business
- Oregon Emerging Small Business
- Federal Disadvantaged Business Enterprise (DBE)

First Tier Sub-contractors:

For each First Tier Subcontractor, provide the same information, using additional sheets as necessary:





March 15, 2023

**Addendum #1 to RFP 3579 Indigent Defense Services**

The City of Springfield is hereby amending the above-mentioned RFP. The original document can be found on the City’s website at [www.springfield-or.gov](http://www.springfield-or.gov) (select CITY > Finance > Purchasing and Contracts then RFP# will be linked to the RFP/ITB page).

**Question 1. Preface to Question:** To address potential issues of unfairness or disadvantage to one or more bidders not of a kind warranting or ripe for more formal “protest”, or where a particular requirement could impose an undue burden on one or more bidders, as may occur where a particular provision is used by default in contracts covering a range of services other than but including indigent defense, past Springfield RFP’s for Indigent Defense Services have included provisions entitled “Comments Procedure”, permitting requests to expand, modify, or waive a particular specification or condition. Such provision is noticeably absent from current RFP #3579.

By way of example, the above-referenced provision from City of Springfield 2018 RFP#1999 for Indigent Defense Services, beginning at Page 10 of that document, read as follows:

**XIV. Comments Procedure**

A prospective Proposer may deliver to [name, Procurement and Contracts Manager] a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than noon local time **noon local time September 26, 2018**. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request;
  - A description of the resulting prejudice to the prospective Proposer; and
  - A statement of the form of relief requested or any bid changes to the specifications.
- The City will review the specification change request and notify the prospective Proposers of the decision in writing prior to the closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposal.

For purposes of preventing prejudice to and/or to avoid undue burden on one or more bidders, can such provision, or similar language, be either implied within the context of current RFP, or alternatively, will the City expressly add it by amendment?

**Answer 1. Please refer to section XIII – Exceptions to Request for Proposal. This section states: “If, for any reason, a Proposer should find fault with the structure of this Request for Proposal or with the evaluation process, concerns may be submitted in writing to:**


**Jessica Mumme  
City of Springfield Finance Department  
225 Fifth Street  
Springfield, OR 97477  
[purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov)**

**The City will make every effort to answer questions, and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website [www.springfield-or.gov/city/finance/itbrfp](http://www.springfield-or.gov/city/finance/itbrfp) and select the document titled RFP# 3579 Indigent Defense Services. Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposal must include, as**

**part of their response, written exceptions to those requirements. Such request shall be delivered on or before March 18, 2024, 2 p.m. PST.**

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select CITY > Finance > Purchasing and Contracts then RFP#XXX and name of project). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers who asked to be on the Interested Parties List. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

**ALL BIDDERS MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING AND DATING THIS DOCUMENT AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.**

  
Lance Quaranto (Apr 18, 2024 09:59 PDT)  
\_\_\_\_\_  
Signature

4/18/2024  
\_\_\_\_\_  
Date



March 18, 2023

**Addendum #2 to RFP 3579 Indigent Defense Services**

The City of Springfield is hereby amending the above-mentioned RFP. The original document can be found on the City's website at [www.springfield-or.gov](http://www.springfield-or.gov) (select CITY > Finance > Purchasing and Contracts then RFP# will be linked to the RFP/ITB page).

**Question: Virtual Dockets:** To what extent if any does the Court intend at this time to continue the use of virtual dockets during the new contract term, whether by GoToMeeting or other platforms?

**Answer:** The court intends to continue operating as a hybrid court. Regular weekly use of virtual and in-person dockets are planned to continue during the new contract term. The court reserves the right to adjust the scheduling of those sessions as needed based on needs and use.

**Question: Out-of-Custody Arrangements:** Historically, and under the presently effective contract for indigent defense services, Springfield Municipal Court has not required the presence of prosecutors or indigent defense counsel for out-of-custody arraignments or first appearances on show cause matters. Under Section 2, "Scope of Work", RFP #3579 specifies otherwise.

Related Question 1: Was the inclusion of the referenced specification, changing past and current practice insofar as staffing those proceedings, intended or inadvertent?

Related Question 2: If intended, are the anticipated future times of the subject dockets known at this time?

**Answer:** This was intended. First appearances on show cause matters are currently scheduled for Mondays from 8:20 a.m. to 9:30 a.m. Out-of-custody arraignments are currently scheduled for Tuesdays through Fridays from 1:30 p.m. to 2:00 p.m. The future times of these proceedings may be subject to change by the Court as needed for scheduling and updating docket calendars.

**Previously Answered via Addendum #1:**

**Question: Preface to Question:** To address potential issues of unfairness or disadvantage to one or more bidders not of a kind warranting or ripe for more formal "protest", or where a particular requirement could impose an undue burden on one or more bidders, as may occur where a particular provision is used by default in contracts covering a range of services other than but including indigent defense, past Springfield RFP's for Indigent Defense Services have included provisions entitled "Comments Procedure", permitting requests to expand, modify, or waive a particular specification or condition. Such provision is noticeably absent from current RFP #3579.

By way of example, the above-referenced provision from City of Springfield 2018 RFP#1999 for Indigent Defense Services, beginning at Page 10 of that document, read as follows:

.....

**XIV. Comments Procedure**

A prospective Proposer may deliver to [name, Procurement and Contracts Manager] a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than noon local time **noon local time September 26, 2018**. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request;
  - A description of the resulting prejudice to the prospective Proposer; and
  - A statement of the form of relief requested or any bid changes to the specifications.
- The City will review the specification change request and notify the prospective Proposers of the decision in writing prior to the closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposal.
- .....

For purposes of preventing prejudice to and/or to avoid undue burden on one or more bidders, can such provision, or similar language, be either implied within the context of current RFP, or alternatively, will the City expressly add it by amendment?

**Answer: Please refer to section XIII – Exceptions to Request for Proposal. This section states: "If, for any reason, a Proposer should find fault with the structure of this Request for Proposal or with the evaluation process, concerns may be submitted in writing to:**

**Jessica Mumme  
City of Springfield Finance Department  
225 Fifth Street  
Springfield, OR 97477  
[purchasing@springfield-or.gov](mailto:purchasing@springfield-or.gov)**

**The City will make every effort to answer questions, and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website [www.springfield-or.gov/city/finance/itbrfp](http://www.springfield-or.gov/city/finance/itbrfp) and select the document titled RFP# 3579 Indigent Defense Services. Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposal must include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before March 18, 2024, 2 p.m. PST.**

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select CITY > Finance > Purchasing and Contracts then RFP#XXX and name of project). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers who asked to be on the Interested Parties List. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

**ALL BIDDERS MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING AND DATING THIS DOCUMENT AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.**

  
Lance Quaranto (Apr 18, 2024 10:03 PDT)

Signature

4/18/2024

Date





March 22, 2023

**Addendum #3 to RFP 3579 Indigent Defense Services**

The City of Springfield is hereby amending the above-mentioned RFP. The original document can be found on the City's website at [www.springfield-or.gov](http://www.springfield-or.gov) (select CITY > Finance > Purchasing and Contracts then RFP# will be linked to the RFP/ITB page).

**Question: RFP Section III, Paragraph 13, "References":** The request for a minimum of five (5) references asks to be waived or modified.

**Answer:** At least two (2) references are required.

**Question: RFP, Attachment 1, Paragraph (5)(b)(iii):** The provision requires "Proposer, staff and/or subcontractors [to] submit to Law Enforcement Data Systems (LEDS) required fingerprinting, Criminal Justice Information Services (CJIS) document review and pass level one security test before representing any City referrals.

1. With the expectation that all participating attorneys will submit Certificates of Good Standing from the Oregon State Bar, and attorneys practicing in the Court, appointed or otherwise, not being required in the past to obtain security clearances, the question has been raised whether this requirement was included intentionally or inadvertently.
2. If intentional, does the City agree to either waive the requirement altogether, or suspend the requirement until a successful bidder is announced to spare other attorneys and staff inevitable and needless inconvenience and cost?

**Answer:** For escorted access to any secure areas of the building, the successful Proposer, staff and/or subcontractors would not be required to submit to Law Enforcement Data Systems (LEDS) required fingerprinting, Criminal Justice Information Services (CJIS) document review and pass level one security test before representing any City referrals. For unescorted access to any of the secure areas of the building, the successful Proposer, staff and/or subcontractors would need to submit to Law Enforcement Data Systems (LEDS) required fingerprinting, Criminal Justice Information Services (CJIS) document review and pass level one security test before representing any City referrals.

**Question: Language in Attachment 2, Sample Contract, Section 7, "Deliverables"** The referenced Section and its language and terms included under heading "Deliverables" has little to no meaning in the context of the representation of indigent persons accused of criminal conduct. Will the City exclude it from the Contract form, or alternatively, replace it with terms and conditions relating to judicial proceedings and the practice of law, in order to simplify and eliminate confusion in the Awarded Contract?

**Section 8, "Contractor's Representation"** The language in Sections 8.2 and 8.3, are requested to be negotiated.

**Section 12.1, "General Insurance"** The General Insurance requirements stated in the referenced subsection, no less than \$2,00,000 per occurrence, with annual aggregate limits of not less than

\$3,000,000, are, in light of the nature of services to be rendered, unduly burdensome, largely unattainable, and arguably unnecessary. The Sample Contract is one which by its seemingly generic provisions, is for use across a range of services and activities and appears to include a number of terms and conditions by default. Services contemplated under the defense services contract include consultation with, and the representation and defense of persons accused of crimes. They do not however include more dangerous activities such as the transportation of persons by ambulance, operation of trucks and heavy equipment on Main Street, or the use of power tools and equipment to maintain facilities or grounds open to the public. The State of Oregon Office of Public Defense Services establishes minimum insurance coverage limits for inclusion in contracts for indigent defense services in all State of Oregon courts. The OPDS 2021 contract, at Section 7.3.5.1-General Liability Insurance (Attached hereto as Exhibit 1), specifies that minimum general liability coverage for all persons or entities providing services under contract shall be no less than \$500,000.00. It can also be noted the current Springfield indigent defense contract, and all predecessors to that agreement dating back to 2014, do and have adopted the OPDS requirements on this issue. Accordingly, this Proposer excepts to the requirement stated in RFP #3579 and submits the terms of Section 12.1 should be amended in accordance with the OPDS-mandated insurance provisions.

**Section 12.1.2, "Automobile Liability Insurance"** For reasons and arguments similar to those in Section 12.1 above, the requirement of \$1,000,000 auto insurance coverage is excessive, unduly burdensome, and unnecessary. First, the use of vehicles in no way relates to the services to be provided under the contract. Attorneys do not transport clients ever, nor otherwise operate vehicles as part of their duty to represent indigent defendants. Secondly, as evident in the Office of Public Defense Services contract (Exhibit 1), there is no similar requirement in state contracts for similar work. Finally, no similar requirement can be found in the present or any prior City of Springfield defense services contract. For the reasons stated, it asks to be waived.


**Section 12.2.1, "Professional Liability"** The section imposes the requirement that "Contractor [] maintain a professional liability insurance policy reflecting limits of not less than \$2,000,000 for professional acts, errors or omissions arising from the Work." Said terms directly conflict with the requirement articulated in RFP #3579, Attachment 1, "Scope of Work," at Section 5(b)(iv) that "Proposer must maintain Professional Liability Fund coverage minimum of \$300,000 per attorney." For that reason as well as the practical reality that the \$300,000 coverage amount is the minimum required by OSBar for all active attorneys and the amount of coverage carried by most, Proposer excepts to the language in Section 12.2.1 of the Sample Contract and requests that it be deleted.

**Answer:** This answer addresses the questions related to Deliverables, Contractor's Representations General, Automobile Liability and Professional Liability insurance.

Section IX of the RFP states that the successful Proposer will be expected to enter into a professional services contract with the City and the contract provided is intended to provide an example. The RFP also states that the City will negotiate a final contract with the successful proposer. The contract will specify the extent of services to be rendered, the means and methods of providing the services, and the amount of compensation. The City will negotiate contract terms relating to deliverables, contractor representations and insurance that are consistent with judicial proceedings and the practice of law, the Professional Liability Fund Insurance coverage amounts and Oregon tort claim law while ensuring the successful proposer has the skills and knowledge to perform the work and is professionally competent and duly licensed to perform the required services.

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select CITY > Finance > Purchasing and Contracts then RFP#XXX and name of project). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers who asked to be on the Interested Parties List. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

**ALL BIDDERS MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING AND DATING THIS DOCUMENT AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.**

  
\_\_\_\_\_  
Lance Quaranto (Apr 18, 2024 10:05 PDT)  
\_\_\_\_\_  
Signature

4/18/2024  
\_\_\_\_\_  
Date



March 22, 2023

**Addendum #4 to RFP 3579 Indigent Defense Services**

The City of Springfield is hereby amending the above-mentioned RFP. The original document can be found on the City’s website at [www.springfield-or.gov](http://www.springfield-or.gov) (select CITY > Finance > Purchasing and Contracts then RFP# will be linked to the RFP/ITB page).

The City of Springfield is hereby amending the Schedule for Selection Process for RFP 3579 Indigent Defense Services. All times listed are Pacific Standard Time (PST).

	<b>Original Date</b>	<b>Revised Date (Addendum #4)</b>
RFP Package Available	February 28, 2024, 5 p.m. PST	No change
Request for Clarification Due (if applicable)	March 18, 2024, 2 p.m. PST	No change
Solicitation Protest Due	Same as request for clarification	No change
Response to Clarification Due (if applicable)	March 22, 2024, 2 p.m. PST	No change
Proposals Due	March 29, 2024, 2 p.m. PST	April 12, 2024, 2 p.m. PST
Review & Interview (if applicable)	Approximately 2 weeks after proposals due	Approximately 2 weeks after proposals due
Intent to Award Notice (approximate)	April 19, 2024	May 10, 2024
Contract Award (approximate)	May 3, 2024	May 24, 2024

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City’s website at <http://www.springfield-or.gov> (select CITY > Finance > Purchasing and Contracts then RFP#XXX and name of project). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers who asked to be on the Interested Parties List. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

**ALL BIDDERS MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING AND DATING THIS DOCUMENT AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.**

  
 Lance Quaranto (Apr 18, 2024 10:06 PDT)  
 \_\_\_\_\_  
 Signature

4/18/2024  
 \_\_\_\_\_  
 Date



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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 07/01/2024  
**Meeting Type:** Work Session  
**Staff Contact/Dept.:** Chaim Hertz  
**Staff Phone No:** 726-3787  
**Estimated Time:** Consent Calendar  
**Council Goals:** Provide Financially Responsible and Innovative Government Services

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**ITEM TITLE:** UPDATE TO COMPENSATION PLAN

---

**ACTION REQUESTED:** Authorize City Manager to update the pay plan for Non-Union employees according to the implementation scenario described below.

---

**ISSUE STATEMENT:** The City has adopted a compensation strategy that establishes pay plans that are more representative of market forces. The City has completed a market study and is ready to adjust pay plans based on the results.

---

**ATTACHMENTS:** [1 – Gallagher Findings](#)  
[2 – HR Findings](#)  
[3 – Indexes](#)  
[4 – Proposed Non-Rep Pay Plan](#)  
[5 – Proposed Police Management Pay Plan](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:** **Background:** City Administrative rules mandate that Human Resources (HR) must conduct comprehensive market studies for most general service positions every 3-4 years, contingent on economic conditions. The most recent survey was completed in 2021.

HR contracted global consulting firms named Gallagher Benefit Services to perform the market survey (ATT1) and update the compensation plan. The criteria for selecting comparators included employer size and complexity, geographic proximity, and the nature of services provided. HR then validated this information (ATT2) by examining six municipalities with comparable populations, as well as the City of Eugene, before finalizing its recommendations.

**Assessment:** The results of the market survey indicated that general service positions (all benchmark titles) are lagging the market at the salary range midpoints by 8.5%. This tells us that our pay plans have moved towards misalignment. For comparison, CPI-U and Social Security over the previous three years (2021-2023) have increased by 16.8% and 15.9%, respectively (ATT3). Nationally, salary data has increased over 11% in budgeted dollars for wages, not including 2024.

**Request:** Increase pay plans by 15.5% (ATT4) and move all non-union employees to the step on the new scale that provides at least a 3% increase; employees would continue to receive annual step increases if available. This will result in an average increase of 5.22% in year one with an FY25 budget impact of \$309,649 for non-union employees.

Update Police Management pay scale by 4% increase (ATT5).

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Position(s)	Current			Gallagher Data				HR Proposed			
	Group	Grade	Rate	Market Mid Step	% to Market	Aged through 6/30/26	% to Aged Market	New	Proposed Mid Step	Range Increase %	Mid step % Aged to Market
City Recorder	Non	C42	\$ 36.40	\$ 45.35	-24.59%	\$ 48.30	-32.7%	C42	\$ 42.04	15.5%	-14.9%
HR Analyst, Sr	Non	C43	\$ 39.03	\$ 46.03	-17.93%	\$ 49.02	-25.6%	C43	\$ 45.08	15.5%	-8.7%
DPW Budget Manager	Non	C44/C51	\$ 42.33	\$ 42.75	-0.99%	\$ 45.53	-7.6%	C44/C51	\$ 48.89	15.5%	6.9%
Environ Svcs Super	Non	C44/C51	\$ 42.33	\$ 46.68	-10.28%	\$ 49.71	-17.4%	C44/C51	\$ 48.89	15.5%	-1.7%
Maintenance Supervisor I	Non	C44/C51	\$ 42.33	\$ 41.63	1.65%	\$ 44.34	-4.7%	C44/C51	\$ 48.89	15.5%	9.3%
Building Official	Non	C45/C52	\$ 46.28	\$ 55.46	-19.84%	\$ 59.06	-27.6%	C45/C52	\$ 53.45	15.5%	-10.5%
City Surveyor	Non	C45/C52	\$ 46.28	\$ 45.80	1.04%	\$ 48.78	-5.4%	C45/C52	\$ 53.45	15.5%	8.7%
Accounting Manager	Non	D61	\$ 49.57	\$ 52.91	-6.74%	\$ 56.35	-13.7%	D61	\$ 57.25	15.5%	1.6%
Library Manager I	Non	D61	\$ 49.57	\$ 49.10	0.95%	\$ 52.29	-5.5%	D61	\$ 57.25	15.5%	8.7%
Planning Manager	Non	D61	\$ 49.57	\$ 64.49	-30.10%	\$ 68.68	-38.6%	D61	\$ 57.25	15.5%	-20.0%
Accounting Manager	Non	D62	\$ 52.20	\$ 52.91	-1.36%	\$ 56.35	-7.9%	D62	\$ 60.29	15.5%	6.5%
Network Manager	Non	D62	\$ 52.20	\$ 62.95	-20.59%	\$ 67.04	-28.4%	D62	\$ 60.29	15.5%	-11.2%
Civil Engineer Managing	Non	D63	\$ 54.84	\$ 58.14	-6.02%	\$ 61.92	-12.9%	D63	\$ 63.34	15.5%	2.2%
City Engineer	Non	D64/D71	\$ 58.13	\$ 70.66	-21.56%	\$ 75.25	-29.5%	D64/D71	\$ 67.14	15.5%	-12.1%
DPW Director	Non	E81	\$ 65.38	\$ 78.54	-20.13%	\$ 83.65	-27.9%	E81	\$ 75.51	15.5%	-10.8%
Finance Director	Non	E81	\$ 65.38	\$ 68.93	-5.43%	\$ 73.41	-12.3%	E81	\$ 75.51	15.5%	2.8%
				Median=	-8.5%		-15.6%				-0.1%

Position(s)	HR Data						HR Market Data			Data Points
	Min	% of Min	Mid	% of Mid	Max	% of Mid	Median Min	Median Mid	Median Max	
Accounting Manager	\$ 43.50	-12.55%	\$ 52.21	-11.76%	\$ 60.91	-4.15%	\$49.75	\$59.16	\$63.55	4
Administrative Specialist, Sr	\$ 25.51	-0.53%	\$ 30.61	5.7%	\$ 35.71	10.7%	\$25.65	\$28.96	\$32.27	6
Assistant City Attorney	\$ 43.50	-25.34%	\$ 52.21	-23.59%	\$ 60.91	-22.29%	\$58.27	\$68.33	\$78.39	4
Assistant City Manager	\$ 61.61	-16.90%	\$ 74.06	-14.63%	\$ 86.50	-12.94%	\$74.14	\$86.75	\$99.36	5
Budget & Procurement Mgr.	\$ 41.31	-21.08%	\$ 49.58	-19.11%	\$ 57.84	-17.64%	\$52.34	\$61.29	\$70.23	5
Building Official	\$ 38.57	-20.03%	\$ 46.28	-17.98%	\$ 53.99	-15.68%	\$48.23	\$56.43	\$64.03	5
City Attorney	\$ 61.61	-13.71%	\$ 74.06	-13.57%	\$ 86.50	-12.94%	\$71.40	\$85.68	\$99.36	5
City Engineer	\$ 48.44	-11.51%	\$ 58.13	-7.21%	\$ 67.82	-4.19%	\$54.74	\$62.65	\$70.79	7
City Recorder	\$ 30.34	-27.07%	\$ 36.41	-23.97%	\$ 42.47	-21.22%	\$41.60	\$47.88	\$53.91	6
City Surveyor	\$ 38.57	-9.52%	\$ 46.28	-7.61%	\$ 53.99	-6.19%	\$42.63	\$50.09	\$57.55	3
Civil Engineer Managing	\$ 45.70	-8.79%	\$ 54.84	-4.49%	\$ 63.97	-1.28%	\$50.11	\$57.41	\$64.80	6
Code Compliance Assoc Mgr.	\$ 35.27	-16.18%	\$ 42.33	-12.68%	\$ 49.38	-9.99%	\$42.08	\$48.47	\$54.86	6
Communications Supervisor	\$ 35.27	-21.48%	\$ 42.33	-17.28%	\$ 49.38	-9.04%	\$44.92	\$51.17	\$54.29	5
Community Development Director	\$ 54.48	-17.63%	\$ 65.38	-14.94%	\$ 76.27	-12.90%	\$66.14	\$76.85	\$87.57	6
Court Supervisor	\$ 38.57	6.5%	\$ 46.28	11.1%	\$ 53.99	14.7%	\$36.22	\$41.66	\$47.09	7
DPW Director	\$ 54.48	-19.15%	\$ 65.38	-15.59%	\$ 76.27	-12.84%	\$67.38	\$77.45	\$87.51	5
Economic Development Manager	\$ 43.50	-8.22%	\$ 52.21	-4.17%	\$ 60.91	-1.05%	\$47.39	\$54.48	\$61.56	5
Emergency Management Manager	\$ 43.50	-3.16%	\$ 52.21	-0.68%	\$ 60.91	1.2%	\$44.92	\$52.57	\$60.19	5
Environ Svcs Super	\$ 35.27	-14.43%	\$ 42.33	-10.65%	\$ 49.38	-7.74%	\$41.22	\$47.37	\$53.53	3
Environ Svcs Super	\$ 38.57	-3.50%	\$ 46.28	0.7%	\$ 53.99	3.9%	\$39.97	\$45.96	\$51.95	3
Finance Director	\$ 54.48	-16.15%	\$ 65.38	-14.36%	\$ 76.27	-13.03%	\$64.97	\$76.34	\$87.70	7
HR Analyst, Sr	\$ 32.53	-20.64%	\$ 39.04	-18.56%	\$ 45.54	-16.15%	\$40.99	\$47.93	\$54.31	6
Human Resources Analyst 2	\$ 30.34	-16.48%	\$ 36.41	-12.55%	\$ 42.47	-9.51%	\$36.32	\$41.63	\$46.93	6
Human Resources Director	\$ 54.48	-16.15%	\$ 65.38	-14.36%	\$ 76.27	-13.03%	\$64.97	\$76.34	\$87.70	6
Legal Assistant	\$ 25.51	-8.93%	\$ 30.61	-2.81%	\$ 35.71	-1.00%	\$28.01	\$31.50	\$36.07	3
Library Assistant - On-call	\$ 15.97	-6.93%	\$ 19.17	-1.64%	\$ 22.36	2.5%	\$17.16	\$19.49	\$21.81	3
Library Associate Manager	\$ 35.27	0.7%	\$ 42.33	4.7%	\$ 49.38	7.4%	\$35.02	\$40.42	\$45.99	6
Library Director	\$ 54.48	-8.70%	\$ 65.38	-5.79%	\$ 76.27	-4.34%	\$59.67	\$69.40	\$79.73	5
Library Manager	\$ 41.31	-9.17%	\$ 49.58	-5.69%	\$ 57.84	-3.94%	\$45.48	\$52.57	\$60.21	5
Maintenance Supervisor (Facilities)	\$ 38.57	-3.50%	\$ 46.28	0.7%	\$ 53.99	3.7%	\$39.97	\$45.96	\$52.05	7
Maintenance Supervisor	\$ 38.57	-2.11%	\$ 46.28	1.3%	\$ 53.99	3.8%	\$39.40	\$45.70	\$52.00	6
Network Manager	\$ 43.50	-14.62%	\$ 52.21	-14.82%	\$ 60.91	-5.74%	\$50.95	\$61.29	\$64.62	5
Office Supervisor	\$ 30.34	-16.23%	\$ 36.41	-12.60%	\$ 42.47	-9.81%	\$36.22	\$41.66	\$47.09	5

Operation Director	\$ 54.48	-16.06%	\$ 65.38	-14.28%	\$ 76.27	-12.84%	\$64.90	\$76.26	\$87.51	7
Operations Maintenance Manager	\$ 41.31	-14.26%	\$ 49.58	-10.76%	\$ 57.84	-8.75%	\$48.18	\$55.55	\$63.39	6
Planning Manager	\$ 41.31	-9.76%	\$ 49.58	-7.51%	\$ 57.84	-5.10%	\$45.78	\$53.60	\$60.95	7
Planning Manager (Comprehensive/Div)	\$ 41.31	-20.24%	\$ 49.58	-19.49%	\$ 57.84	-18.40%	\$51.79	\$61.58	\$70.88	6
Police Business Services Mgr.	\$ 45.70	3.0%	\$ 54.84	6.9%	\$ 63.97	8.8%	\$44.37	\$51.30	\$58.78	5
Presiding Judge	\$ 61.61	-19.75%	\$ 74.06	-15.16%	\$ 86.50	-15.00%	\$76.78	\$87.29	\$101.76	3
Risk Manager	\$ 38.57	-10.47%	\$ 46.28	-7.07%	\$ 53.99	-4.35%	\$43.08	\$49.80	\$56.45	4
Traffic Engineer	\$ 45.70	-10.81%	\$ 54.84	-6.40%	\$ 63.97	-4.71%	\$51.24	\$58.58	\$67.13	5
Median Gap:	Min	-13.99%	Mid	-11.26%	Max	-6.96%				



<b>Base Salary Increases</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	
Consumer Price Index - Urban Consumers (CPI-U)	4.10%	8.00%	4.70%	4.40%	(as of April)
Social Security Cost of Living Adjustment 2022	1.30%	5.90%	8.70%	3.20%	
WorldatWork - National Salary Budget Survey*	2.90%	4.20%	4.40%	4.10%	(projected)

\*indicates self-reported data on budget increases for the US.

## July 1, 2024 Pay Ranges (Non-Rep)

		1	2	3	4	5	6	7	8	9
<b>A11</b>	<b>Hourly</b>	\$ 15.06	\$ 16.01	\$ 16.95	\$ 17.89	\$ 18.83	\$ 19.77	\$ 20.71	\$ 21.65	\$ 22.60
	<b>BiWeekly</b>	\$ 1,205	\$ 1,280	\$ 1,356	\$ 1,431	\$ 1,506	\$ 1,582	\$ 1,657	\$ 1,732	\$ 1,808
	<b>Annual</b>	\$ 31,333	\$ 33,291	\$ 35,250	\$ 37,208	\$ 39,166	\$ 41,125	\$ 43,083	\$ 45,041	\$ 47,000
<b>A12</b> Library Assistant - On-call	<b>Hourly</b>	\$ 17.70	\$ 18.81	\$ 19.92	\$ 21.02	\$ 22.13	\$ 23.24	\$ 24.34	\$ 25.45	\$ 26.56
	<b>BiWeekly</b>	\$ 1,416	\$ 1,505	\$ 1,593	\$ 1,682	\$ 1,770	\$ 1,859	\$ 1,947	\$ 2,036	\$ 2,124
	<b>Annual</b>	\$ 36,824	\$ 39,126	\$ 41,427	\$ 43,729	\$ 46,030	\$ 48,332	\$ 50,633	\$ 52,935	\$ 55,236
<b>A13</b>	<b>Hourly</b>	\$ 20.34	\$ 21.62	\$ 22.89	\$ 24.16	\$ 25.43	\$ 26.70	\$ 27.97	\$ 29.24	\$ 30.52
	<b>BiWeekly</b>	\$ 1,628	\$ 1,729	\$ 1,831	\$ 1,933	\$ 2,034	\$ 2,136	\$ 2,238	\$ 2,340	\$ 2,441
	<b>Annual</b>	\$ 42,316	\$ 44,960	\$ 47,605	\$ 50,250	\$ 52,894	\$ 55,539	\$ 58,184	\$ 60,829	\$ 63,473
<b>B21</b>	<b>Hourly</b>	\$ 23.00	\$ 24.44	\$ 25.88	\$ 27.31	\$ 28.75	\$ 30.19	\$ 31.63	\$ 33.06	\$ 34.50
	<b>BiWeekly</b>	\$ 1,840	\$ 1,955	\$ 2,070	\$ 2,185	\$ 2,300	\$ 2,415	\$ 2,530	\$ 2,645	\$ 2,760
	<b>Annual</b>	\$ 47,840	\$ 50,830	\$ 53,820	\$ 56,810	\$ 59,800	\$ 62,790	\$ 65,780	\$ 68,770	\$ 71,760
<b>B22</b> Administrative Specialist II	<b>Hourly</b>	\$ 25.64	\$ 27.24	\$ 28.85	\$ 30.45	\$ 32.05	\$ 33.65	\$ 35.26	\$ 36.86	\$ 38.46
	<b>BiWeekly</b>	\$ 2,051	\$ 2,179	\$ 2,308	\$ 2,436	\$ 2,564	\$ 2,692	\$ 2,820	\$ 2,949	\$ 3,077
	<b>Annual</b>	\$ 53,331	\$ 56,664	\$ 59,998	\$ 63,331	\$ 66,664	\$ 69,997	\$ 73,330	\$ 76,664	\$ 79,997
<b>B23</b> Administrative Specialist, Sr Legal Assistant	<b>Hourly</b>	\$ 28.28	\$ 30.05	\$ 31.82	\$ 33.58	\$ 35.35	\$ 37.12	\$ 38.89	\$ 40.65	\$ 42.42
	<b>BiWeekly</b>	\$ 2,262	\$ 2,404	\$ 2,545	\$ 2,687	\$ 2,828	\$ 2,969	\$ 3,111	\$ 3,252	\$ 3,394
	<b>Annual</b>	\$ 58,822	\$ 62,499	\$ 66,175	\$ 69,852	\$ 73,528	\$ 77,204	\$ 80,881	\$ 84,557	\$ 88,234
<b>B24</b>	<b>Hourly</b>	\$ 31.11	\$ 33.06	\$ 35.00	\$ 36.95	\$ 38.89	\$ 40.83	\$ 42.78	\$ 44.72	\$ 46.67
	<b>BiWeekly</b>	\$ 2,489	\$ 2,645	\$ 2,800	\$ 2,956	\$ 3,111	\$ 3,267	\$ 3,422	\$ 3,578	\$ 3,733
	<b>Annual</b>	\$ 64,713	\$ 68,758	\$ 72,802	\$ 76,847	\$ 80,891	\$ 84,936	\$ 88,980	\$ 93,025	\$ 97,069
<b>B25</b>	<b>Hourly</b>	\$ 33.29	\$ 35.37	\$ 37.45	\$ 39.53	\$ 41.61	\$ 43.69	\$ 45.77	\$ 47.85	\$ 49.93
	<b>BiWeekly</b>	\$ 2,663	\$ 2,829	\$ 2,996	\$ 3,162	\$ 3,329	\$ 3,495	\$ 3,662	\$ 3,828	\$ 3,995
	<b>Annual</b>	\$ 69,239	\$ 73,566	\$ 77,894	\$ 82,221	\$ 86,549	\$ 90,876	\$ 95,204	\$ 99,531	\$ 103,859

<b>C41</b>	<b>Hourly</b>	\$ 31.20	\$ 33.15	\$ 35.10	\$ 37.05	\$ 39.00	\$ 40.95	\$ 42.90	\$ 44.85	\$ 46.80
	<b>BiWeekly</b>	\$ 2,496	\$ 2,652	\$ 2,808	\$ 2,964	\$ 3,120	\$ 3,276	\$ 3,432	\$ 3,588	\$ 3,744
	<b>Annual</b>	\$ 64,896	\$ 68,952	\$ 73,008	\$ 77,064	\$ 81,120	\$ 85,176	\$ 89,232	\$ 93,288	\$ 97,344

<b>C42</b> Admin Aide/City Recorder Human Resources Analyst II Office Supervisor II	<b>Hourly</b>	\$ 33.63	\$ 35.73	\$ 37.84	\$ 39.94	\$ 42.04	\$ 44.14	\$ 46.24	\$ 48.35	\$ 50.45
	<b>BiWeekly</b>	\$ 2,691	\$ 2,859	\$ 3,027	\$ 3,195	\$ 3,363	\$ 3,531	\$ 3,700	\$ 3,868	\$ 4,036
	<b>Annual</b>	\$ 69,955	\$ 74,327	\$ 78,699	\$ 83,071	\$ 87,443	\$ 91,815	\$ 96,188	\$ 100,560	\$ 104,932

<b>C43</b> HR Analyst, Sr Legislative & EcDev Analyst Management Analyst, Sr Payroll Analyst Public Information Officer	<b>Hourly</b>	\$ 36.06	\$ 38.32	\$ 40.57	\$ 42.83	\$ 45.08	\$ 47.33	\$ 49.59	\$ 51.84	\$ 54.10
	<b>BiWeekly</b>	\$ 2,885	\$ 3,065	\$ 3,246	\$ 3,426	\$ 3,606	\$ 3,787	\$ 3,967	\$ 4,147	\$ 4,328
	<b>Annual</b>	\$ 75,013	\$ 79,701	\$ 84,390	\$ 89,078	\$ 93,766	\$ 98,455	\$ 103,143	\$ 107,831	\$ 112,520

<b>C44/C51</b> Code Compliance Assoc Mgr. Communications Supervisor Construction Associate Manager Environ Svcs Super I Library Associate Manager	<b>Hourly</b>	\$ 39.11	\$ 41.56	\$ 44.00	\$ 46.45	\$ 48.89	\$ 51.33	\$ 53.78	\$ 56.22	\$ 58.67
	<b>BiWeekly</b>	\$ 3,129	\$ 3,325	\$ 3,520	\$ 3,716	\$ 3,911	\$ 4,107	\$ 4,302	\$ 4,498	\$ 4,693
	<b>Annual</b>	\$ 81,353	\$ 86,438	\$ 91,522	\$ 96,607	\$ 101,691	\$ 106,776	\$ 111,860	\$ 116,945	\$ 122,029

<b>C45/C52</b> Building Official City Surveyor Court Supervisor Environ Svcs Super II Maintenance Supervisor Risk Manager	<b>Hourly</b>	\$ 42.76	\$ 45.43	\$ 48.11	\$ 50.78	\$ 53.45	\$ 56.12	\$ 58.80	\$ 61.47	\$ 64.14
	<b>BiWeekly</b>	\$ 3,421	\$ 3,635	\$ 3,848	\$ 4,062	\$ 4,276	\$ 4,490	\$ 4,704	\$ 4,917	\$ 5,131
	<b>Annual</b>	\$ 88,941	\$ 94,500	\$ 100,058	\$ 105,617	\$ 111,176	\$ 116,735	\$ 122,294	\$ 127,852	\$ 133,411

<b>D61</b> Budget & Procurement Mgr. Environ Svcs Program Manager Library Manager Operations Maintenance Manager Planning Manager	<b>Hourly</b>	\$ 45.80	\$ 48.66	\$ 51.53	\$ 54.39	\$ 57.25	\$ 60.11	\$ 62.98	\$ 65.84	\$ 68.70
	<b>BiWeekly</b>	\$ 3,664	\$ 3,893	\$ 4,122	\$ 4,351	\$ 4,580	\$ 4,809	\$ 5,038	\$ 5,267	\$ 5,496
	<b>Monthly</b>	\$ 95,264	\$ 101,218	\$ 107,172	\$ 113,126	\$ 119,080	\$ 125,034	\$ 130,988	\$ 136,942	\$ 142,896

<b>D62</b>	<b>Hourly</b>	\$ 48.23	\$ 51.25	\$ 54.26	\$ 57.28	\$ 60.29	\$ 63.30	\$ 66.32	\$ 69.33	\$ 72.35
Accounting Manager	<b>BiWeekly</b>	\$ 3,859	\$ 4,100	\$ 4,341	\$ 4,582	\$ 4,823	\$ 5,064	\$ 5,306	\$ 5,547	\$ 5,788
Assistant City Attorney	<b>Monthly</b>	\$ 100,323	\$ 106,593	\$ 112,863	\$ 119,133	\$ 125,403	\$ 131,673	\$ 137,944	\$ 144,214	\$ 150,484
Economic Development Manager										
Emergency Management Manager										
Network Manager										

<b>D63</b>	<b>Hourly</b>	\$ 50.67	\$ 53.84	\$ 57.01	\$ 60.17	\$ 63.34	\$ 66.51	\$ 69.67	\$ 72.84	\$ 76.01
Civil Engineer Managing	<b>BiWeekly</b>	\$ 4,054	\$ 4,307	\$ 4,560	\$ 4,814	\$ 5,067	\$ 5,321	\$ 5,574	\$ 5,827	\$ 6,081
MWMC Managing Engineer	<b>Monthly</b>	\$ 105,398	\$ 111,985	\$ 118,572	\$ 125,160	\$ 131,747	\$ 138,335	\$ 144,922	\$ 151,509	\$ 158,097
Police Business Services Mgr.										

<b>D64/D71</b>	<b>Hourly</b>	\$ 53.71	\$ 57.07	\$ 60.43	\$ 63.78	\$ 67.14	\$ 70.50	\$ 73.85	\$ 77.21	\$ 80.57
City Engineer	<b>BiWeekly</b>	\$ 4,297	\$ 4,566	\$ 4,834	\$ 5,102	\$ 5,371	\$ 5,640	\$ 5,908	\$ 6,177	\$ 6,446
	<b>Monthly</b>	\$ 111,717	\$ 118,706	\$ 125,694	\$ 132,662	\$ 139,651	\$ 146,640	\$ 153,608	\$ 160,597	\$ 167,586

<b>E81</b>	<b>Hourly</b>	\$ 60.41	\$ 64.18	\$ 67.96	\$ 71.73	\$ 75.51	\$ 79.29	\$ 83.06	\$ 86.84	\$ 90.61
DPW Director	<b>BiWeekly</b>	\$ 4,833	\$ 5,135	\$ 5,437	\$ 5,739	\$ 6,041	\$ 6,343	\$ 6,645	\$ 6,947	\$ 7,249
Finance Director	<b>Monthly</b>	\$ 125,649	\$ 133,502	\$ 141,355	\$ 149,208	\$ 157,061	\$ 164,914	\$ 172,767	\$ 180,620	\$ 188,473
Human Resources Director										
Library Director										

<b>E82</b>	<b>Hourly</b>	\$ 62.84	\$ 66.77	\$ 70.70	\$ 74.62	\$ 78.55	\$ 82.48	\$ 86.41	\$ 90.33	\$ 94.26
	<b>BiWeekly</b>	\$ 5,027	\$ 5,341	\$ 5,656	\$ 5,970	\$ 6,284	\$ 6,598	\$ 6,912	\$ 7,227	\$ 7,541
	<b>Monthly</b>	\$ 130,707	\$ 138,876	\$ 147,046	\$ 155,215	\$ 163,384	\$ 171,553	\$ 179,722	\$ 187,892	\$ 196,061

<b>E91</b>	<b>Hourly</b>	\$ 68.31	\$ 72.58	\$ 76.85	\$ 81.12	\$ 85.39	\$ 89.66	\$ 93.93	\$ 98.20	\$ 102.47
Assistant City Manager	<b>BiWeekly</b>	\$ 5,465	\$ 5,807	\$ 6,148	\$ 6,490	\$ 6,831	\$ 7,173	\$ 7,514	\$ 7,856	\$ 8,197
City Attorney	<b>Monthly</b>	\$ 142,089	\$ 150,970	\$ 159,850	\$ 168,731	\$ 177,611	\$ 186,492	\$ 195,372	\$ 204,253	\$ 213,133
Presiding Judge										



**PROPOSED POLICE MANAGEMENT PAY PLAN**  
**Effective 7/1/2024**

<b>Grade</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>P10</b>	Hourly	\$ 54.66	\$ 57.27	\$ 59.87	\$ 62.47	\$ 65.06	\$ 67.68	\$ 70.28
	Monthly	\$ 9,474	\$ 9,927	\$ 10,377	\$ 10,828	\$ 11,277	\$ 11,731	\$ 12,182
<b>SGTS</b>	Annually	\$ 113,693	\$ 119,122	\$ 124,530	\$ 129,938	\$ 135,325	\$ 140,774	\$ 146,182
<b>P20</b>	Hourly	\$ 65.08	\$ 68.18	\$ 71.28	\$ 74.38	\$ 77.48	\$ 80.58	\$ 83.68
	Monthly	\$ 11,281	\$ 11,818	\$ 12,355	\$ 12,893	\$ 13,430	\$ 13,967	\$ 14,505
<b>LTS</b>	Annually	\$ 135,366	\$ 141,814	\$ 148,262	\$ 154,710	\$ 161,158	\$ 167,606	\$ 174,054
<b>P30</b>	Hourly	\$ 72.24	\$ 75.68	\$ 79.11	\$ 82.56	\$ 85.99	\$ 89.43	\$ 92.87
	Monthly	\$ 12,522	\$ 13,118	\$ 13,712	\$ 14,310	\$ 14,905	\$ 15,501	\$ 16,097
<b>DC</b>	Annually	\$ 150,259	\$ 157,414	\$ 164,549	\$ 171,725	\$ 178,859	\$ 186,014	\$ 193,170
<b>P40</b>	Hourly	\$ 89.33	\$ 93.59	\$ 97.84	\$ 102.10	\$ 106.35	\$ 110.60	\$ 114.86
	Monthly	\$ 15,484	\$ 16,222	\$ 16,959	\$ 17,697	\$ 18,434	\$ 19,171	\$ 19,909
<b>Chief</b>	Annually	\$ 185,806	\$ 194,667	\$ 203,507	\$ 212,368	\$ 221,208	\$ 230,048	\$ 238,909
	<b>25% overall pay spread. Includes incentives for DPSST and education</b>							
	<b>Increased 4% over last pay plan from 12/2023.</b>							
	<b>Annual based on 2080 hours; Monthly based on annual amount divided by 12.</b>							
	<b>Annual and monthly amounts rounded to whole dollars.</b>							

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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Jessica Mumme  
**Staff Phone No:** 541-736-1032  
**Estimated Time:** Consent Calendar  
**Council Goals:** Provide Financially Responsible and Innovative Government Services

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**ITEM TITLE:** CROWN CASTLE CELL TOWER LEASE REVENUE CONTRACT AMENDMENT

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**ACTION REQUESTED:** Authorize the City Manager to negotiate and execute an amendment to the ground lease cell site located at Kelly Butte in substantially the form provided in Attachment 1.

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**ISSUE STATEMENT:** The City of Springfield currently has a ground lease revenue agreement in place with Crown Castle for a cell tower located at Kelly Butte. It was Crown Castle's desire to extend the revenue lease agreement with the City of Springfield until November 30, 2054.

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**ATTACHMENTS:** [1: Draft Amendment #2 with Crown Castle.](#)  
[2: Original contract and Amendment #1.](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:** The City of Springfield has leased this site since December 1, 1994 under the original contract. Amendment #2 reflects a final term extension expiring on November 30, 2054. As outlined in the amendment, monthly rent shall increase to \$2,000 on December 1, 2024, and the rent amount will escalate 15% for each term extension.

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**SECOND AMENDMENT TO  
NONEXCLUSIVE SITE LEASE AGREEMENT**

THIS SECOND AMENDMENT TO NONEXCLUSIVE SITE LEASE AGREEMENT (this “Second Amendment”) is dated and made effective as of the date of the last party to sign (“Effective Date”), by and between the CITY OF SPRINGFIELD, OREGON, a municipal corporation (“Landlord”), with a mailing address of Attn: Finance Dept., 225 Fifth Street, Springfield, Oregon 97477, and NCWPCS MPL 25 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact (“Tenant”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**RECITALS**

WHEREAS, Landlord and Eugene Cellular Telephone Company, Inc., a Texas corporation, dba Cellular One (“Original Tenant”) entered into a Nonexclusive Site Lease Agreement dated December 1, 1994 (the “Original Lease”), whereby Original Tenant leased certain real property, together with access and utility easements, located in Lane County, Oregon from Landlord (the “Premises”), all located within certain real property owned by Landlord (the “Property”); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Nonexclusive Site Lease Agreement dated October 12, 2010 (the “First Amendment”) (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Lease”); and

WHEREAS, NCWPCS MPL 25 - Year Sites Tower Holdings LLC is currently the tenant under the Lease as ultimate successor in interest to Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on December 1, 1994 and expired on November 30, 1999. The Lease provides for six (6) extensions of five (5) years each, the first five (5) of which were exercised by Tenant. According to the Lease, the final extension expires on November 30, 2029; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.
2. Term. The second sentence of Section 1 of the First Amendment, and only that sentence, is hereby deleted and the following is inserted in its place:

The Term will be automatically renewed for up to seven (7) additional five (5) year terms (each an “Extension Term”) without further action by Tenant.

Landlord and Tenant acknowledge and agree that Tenant has exercised one (1) Extension Term, leaving a balance of six (6) Extension Terms, with the final Extension Term expiring on November 30, 2054.

3. One-time Rent Increase. On December 1, 2024 the monthly Rent shall increase to Two Thousand and 00/100 Dollars (\$2,000.00) per month. This Rent increase replaces and is in lieu of the regular Rent increase scheduled to occur pursuant to the Lease on the same date. Following such increase, the monthly Rent shall continue to adjust pursuant to the terms of the Lease and specifically as described in Section 3 of the First Amendment.

4. Insurance. The first sentence of Section 11(a) of the Original Lease, and only that sentence, is hereby deleted and the following is inserted in its place:

Tenant will provide Commercial General Liability coverage in an amount not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate and shall name Landlord as an additional insured on the policy.

5. Notices. Tenant's notice addresses as stated in the Lease is amended as follows:

Tenant: NCWPCS MPL 25 - Year Sites Tower Holdings LLC  
Legal Department  
Attn: Network Legal  
208 S. Akard Street  
Dallas, TX 75202-4206

With a copy to:  
CCATT LLC  
Attn: Legal - Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

6. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in the rent to the new landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

7. Ratification.

a) Landlord and Tenant agree that Tenant is the current tenant under the Lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between Landlord and Tenant with respect to the Premises.

b) Landlord agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.



c) Landlord represents and warrants that Landlord is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the Lease as amended.

d) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

e) Landlord acknowledges that the Premises, as defined, shall include any portion of the Property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

8. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall control. The terms, covenants and provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

10. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment ("Memorandum") in the official records of Lane County, Oregon at any time following the execution of this Second Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of agreement, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this Second Amendment.

11. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Second Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Second Amendment and executed and adopted by a party with the intent to sign this Second Amendment, including facsimile or email electronic signatures.

*[Execution Pages Follow]*

This Second Amendment is executed by Landlord as of the date written below.

**LANDLORD:**  
CITY OF SPRINGFIELD, OREGON,  
a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Tenant Execution Page Follows]*

This Second Amendment is executed by Tenant as of the date written below.

**TENANT:**  
NCWPCS MPL 25 - YEAR SITES TOWER  
HOLDINGS LLC,  
a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cell Site No: PR79/Springfield\_WS-21623  
FA No: 10094157  
Site Address: S34 T17S R3W WM, Kelly Butte, Springfield, OR 97477

## FIRST AMENDMENT TO NONEXCLUSIVE SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO NONEXCLUSIVE SITE LEASE AGREEMENT ("First Amendment") dated as of the later date below is by and between the City of Springfield, Oregon, a Municipal Corporation, having a mailing address at 255 Fifth Street, Springfield, OR 97477 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Eugene Cellular Telephone Company, Inc., having a mailing address at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Nonexclusive Site Lease Agreement dated December 1, 1994, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at S34 T17S R3W WM, Kelly Butte, Springfield, OR 97477 ("Lease"); and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Lease; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Lease shall be amended to provide that the Lease has a new initial term of 60 months ("New Initial Term"), commencing on December 1, 2014. The Term will be automatically renewed for up to two (2) additional 60 month terms (each an "Extension Term") without further action by Tenant. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term.

2. **Modification of Rent.** Commencing on December 1, 2014, the Rent payable under the Lease shall be \$1,500.00 per month, and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Future Rent Increase / Extension Term Increase.**

(a) The Lease is amended to provide that commencing on December 1, 2019, Rent shall increase by fifteen percent (15.00%) and at the beginning of each Extension Term, as applicable.

(b) All charges payable under this Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Lease.



Cell Site No: PR79/Springfield\_WS-21623

FA No: 10094157

Site Address: S34 T17S R3W WM, Kelly Butte, Springfield, OR 97477

4. **Insurance.** The aggregate amount of Commercial General Liability Insurance Tenant will provide that is specified in Section 11(a) of the Lease shall be increased to \$1,000,000.00.

5. **Hold Harmless.** Section 12 of the Lease is hereby deleted in its entirety and replaced with the following:

“Tenant agrees to defend, indemnify and hold Landlord harmless from all claims and causes of actions arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except to the extent prohibited by law. Nothing herein shall be construed as limiting the rights and limitations of the City of Springfield under ORS 30.260 through 30,300, Oregon Governmental Tort Claims Act.”

6. **Environmental Laws.** Section 15(d) of the Lease is hereby deleted in its entirety and replaced with the following:

“(d) To the extent permitted by law, Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.”

7. **Assignment and Subleasing.** Section 17(b) of the Lease is hereby deleted in its entirety and replaced with the following:

“(b) Tenant will have the right to sublease the Premises and its rights herein, in whole or in part, provided that the sublessee assumes, recognizes and also agrees to become responsible to the Landlord for the performance of terms and conditions of this Lease to the extent of such sublease. The Antenna Facilities shall remain the exclusive property of Tenant regardless of any such sublease. The parties agree that Tenant shall pay to Landlord as additional Rent twenty-five percent (25%) (“**Revenue Share**”) of the sublease rent payable to Tenant. Such Revenue Share shall be effective upon commencement of sublease payments by subtenant to Tenant and shall continue as long as subtenant continues such sublease rent payments. The Revenue Share increase to the Rent will become part of the current Rent payments by Tenant and will be subject to the same escalations as stated herein.

8. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this First Amendment and the underlying Lease and, prior to execution of the First Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this First Amendment and to have counsel review the terms and conditions of the First Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

10. **Notices.** Section 13 of the Lease is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first

**Cell Site No: PR79/Springfield\_WS-21623**  
**FA No: 10094157**  
**Site Address: S34 T17S R3W WM, Kelly Butte, Springfield, OR 97477**

class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

As to Tenant:

New Cingular Wireless PCS, LLC  
Attn: AT&T Network Real Estate Administration  
Cell Site #: PR79, Cell Site Name: Springfield (OR)  
Fixed Asset No: 10094157  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to AT&T Legal at:

If sent via certified or registered mail:

Attn.: AT&T Legal Department  
New Cingular Wireless PCS, LLC  
Re: Cell Site #: PR79, Cell Site Name: Springfield (OR)  
Fixed Asset No: 10094157  
PO Box 97061  
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier:

Attn.: AT&T Legal Department  
New Cingular Wireless PCS, LLC  
Re: Cell Site #: PR79, Cell Site Name: Springfield (OR)  
Fixed Asset No: 10094157  
16331 NE 72nd Way  
Redmond, WA 98052-7827

As to Landlord:

City of Springfield  
Finance Department  
255 Fifth Street  
Springfield, OR 97477

With a copy to:

City of Springfield  
Public Works Director

**Cell Site No: PR79/Springfield\_WS-21623**

**FA No: 10094157**

**Site Address: S34 T17S R3W WM, Kelly Butte, Springfield, OR 97477**

255 Fifth Street  
Springfield, OR 97477

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

11. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

12. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

*[Signatures on Following Page]*

Cell Site No: PR79/Springfield\_WS-21623

FA No: 10094157

Site Address: S34 T17S R3W WM, Kelly Butte, Springfield, OR 97477

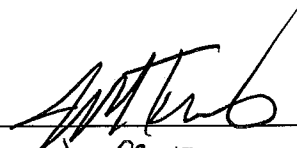
IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.


LANDLORD:

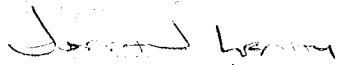
TENANT:

City of Springfield, Oregon  
a Municipal Corporation

New Cingular Wireless PCS, LLC  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By:   
Name: Jeff Towery  
Title: Asst. City Manager  
Date: 10-12-10

By:   
Name: Gerri Roper  
Title: Area Manager, Construction & Engineering - PNW  
Date: 9/27/10

  
10/6/10

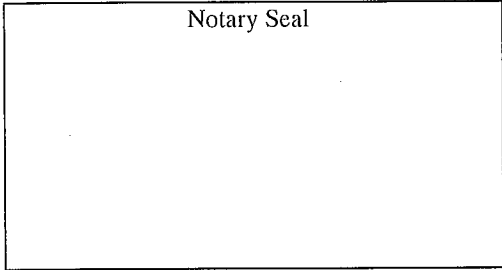


Cell Site No: PR79/Springfield\_WS-21623  
FA No: 10094157  
Site Address: S34 T17S R3W WM, Kelly Butte, Springfield, OR 97477

LANDLORD ACKNOWLEDGEMENT

STATE OF OREGON            )  
  )    SS.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 201\_\_\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)  
\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Oregon  
My Commission expires: \_\_\_\_\_

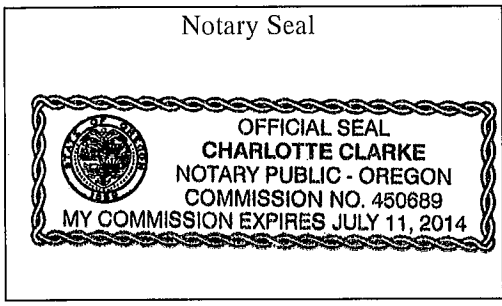
Cell Site No: PR79/Springfield\_WS-21623  
FA No: 10094157  
Site Address: S34 T17S R3W WM, Kelly Butte, Springfield, OR 97477

**TENANT ACKNOWLEDGEMENT**

STATE OF ~~WASHINGTON~~ )  
*Oregon* )  
COUNTY OF ~~KING~~ ) SS.  
*WASHINGTON* )

I certify that I know or have satisfactory evidence that Geni Roper is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Mgr. of Const ENG PMW of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9/27/10



Charlotte Clarke  
(Signature of Notary)  
Charlotte Clarke  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of ~~Washington~~ *Oregon*  
My appointment expires: 7/11/14



Cell Site No: PR79/Springfield\_WS-21623

FA No: 10094157

Site Address: S34 T17S R3W WM, Kelly Butte, Springfield, OR 97477

- 4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed Memorandum of Lease as of the day and year first above written.

**“LANDLORD”**

City of Springfield, Oregon,  
a Municipal Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**“TENANT”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Prepared by:**

*Black Dot Wireless*

*27271 Las Ramblas, Suite 200,*

*Mission Viejo, CA 92691*

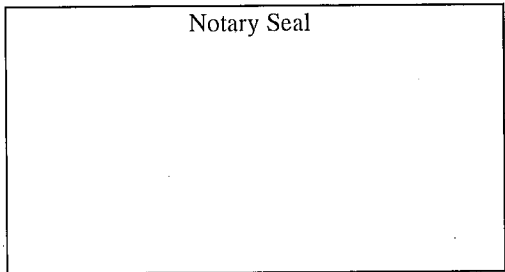


Cell Site No: PR79/Springfield\_WS-21623  
 FA No: 10094157  
 Site Address: S34 T17S R3W WM, Kelly Butte, Springfield, OR 97477

**LANDLORD ACKNOWLEDGMENT**

STATE OF OREGON            )  
   )  
 COUNTY OF \_\_\_\_\_ )    SS.

This instrument was acknowledged before me on \_\_\_\_\_, 201\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.



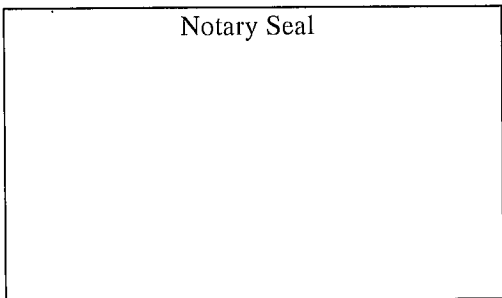
\_\_\_\_\_  
 (Signature of Notary)  
 \_\_\_\_\_  
 (Legibly Print or Stamp Name of Notary)  
 Notary Public in and for the State of Oregon  
 My Commission expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

STATE OF WASHINGTON    )  
   )  
 COUNTY OF KING         )    SS.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
 (Signature of Notary)  
 \_\_\_\_\_  
 (Legibly Print or Stamp Name of Notary)  
 Notary Public in and for the State of Washington  
 My appointment expires: \_\_\_\_\_

Cell Site No: PR79/Springfield\_WS-21623

FA No: 10094157

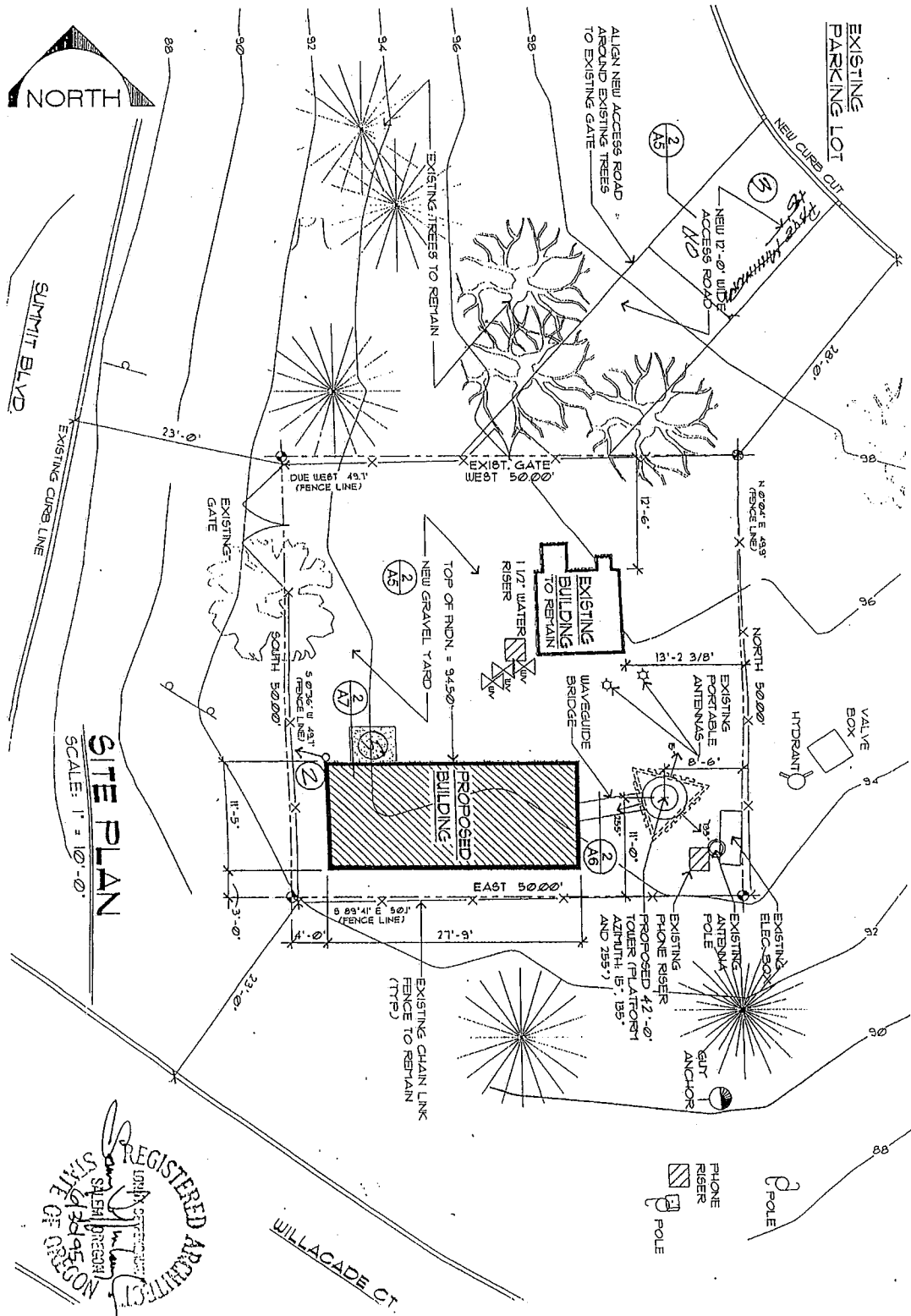
Site Address: S34 T17S R3W WM, Kelly Butte, Springfield, OR 97477

## EXHIBIT A

### LEGAL DESCRIPTION

This Memorandum of Lease dated the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Springfield, Oregon, a Municipal Corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware liability company, as Tenant.

The Premises are described and/or depicted as follows:



**SITE PLAN**  
SCALE: 1" = 10'-0"

REGISTERED ARCHITECT  
LARRY STEVENSON  
STATE OF OREGON  
NO. 33495

<b>A3</b>	<b>CELLULARONE</b> McCaw Communications OF MID-SOUTH, INC. SYSTEMS DEVELOPMENT 1800 SW 4th AVENUE PORTLAND, OR, 97201 PHONE (503) 243-0333	<b>KELLYBUTTE</b> <b>CELL SITE</b> WILLAMA LANE PARK 920 SUMMIT DRIVE SPRINGFIELD, OREGON	DESIGN: L.S.S. DRAWING: M.S.B. DATE: 8/22/04 DATE: 8/22/04	 <b>EPPING/DEFFENBAUGH</b> <b>ASSOCIATES, P.C.</b> Architecture • Planning • Interior Design 200 HAWTHORNE AVE., S.E. SUITE A-102, SALEM, OREGON 97301 PHONE (503) 585-1500
	Attachment 2			

State: OREGON  
City: SPRINGFIELD  
Market: Eugene MSA  
Cell I.D.:

### NONEXCLUSIVE SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (This "Lease") is entered into this first day of December, 1994 ("Execution Date") between **The CITY OF SPRINGFIELD, OREGON, a Municipal Corporation** ("Landlord"), and **EUGENE CELLULAR TELEPHONE COMPANY, INC., a Texas Corporation, dba Cellular One** ("Tenant").

1. **Premises.** Subject to the following terms and conditions, Landlord leases to Tenant a portion of the real property (the "Property") described in the attached Exhibit A. Tenant's use of premises shall be nonexclusive. Tenant's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises is located at **Kelly Butte** in the City of Springfield, Lane County, Oregon, and shall comprise approximately, but no less than, 336 square feet.

2. **Term.** The initial term of this Lease shall be five years, commencing on December 1, 1994 and terminating at Midnight on November 30, 1999.

3. **Permitted Use.**

a. The Premises may be used by Tenant only for the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) perform surveys, soils tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, in tenant's endeavor to obtain such approval. Landlord agrees that through January 31, 1995, Tenant shall have the right to immediately terminate this Lease without any penalty or liability, if Tenant notifies Landlord of unacceptable results of the survey or soils tests, environmental investigation or inquiry, or Tenant otherwise determines that the condition of the Property is unsatisfactory, or if Tenant believes that leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability, Tenant may, without any penalty or liability, immediately terminate this Site Lease Agreement. Tenant may not terminate this lease after January 31, 1995.

b. This lease will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the prospective tenant for the property should check with the City of Springfield Development Services Division and the Building Office of the City of Springfield.



4. Rent.

a. Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of **Five Hundred dollars (\$500.00)** per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to **The City of Springfield**, at Landlord's address specified in paragraph 13 below. Rent for subsequent terms shall be set in accordance with paragraph 5 below. Any payment received after the tenth day of the month shall include a 10% late charge.

b. As additional consideration for this Lease, the Tenant shall construct a 42' monopole communications tower on the Premises, and, at the Landlord's request, shall relocate any and all of the Landlord's antennas on the new tower at the Tenant's sole cost and expense. However, Tenant's obligation shall be limited to those antennas owned and installed by the Landlord on this site as of December 1, 1994. Landlord shall not be charged any rental or fee for the relocation and mounting of these antennas.

5. Renewal.

a. Tenant shall have the right to extend this Lease for three additional five-year terms ("Renewal Term"). Each renewal term shall be on the same terms and conditions as set forth herein, except that the Rent shall be increased and adjusted to comply with the Rent Schedule set out on Exhibit "E" attached hereto and by this reference made a part hereof.

b. This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

c. If Tenant shall remain in possession of the Premises at the expiration of this initial Term of this lease or any Renewal without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference.

a. Landlord and its agents have unrestricted access to the site to maintain its equipment, except as explicitly noted below. Landlord will not interfere with the right of Tenant and any other authorized agent of the Tenant to install equipment on the described premises; provided, however, that in the event of fire or other emergency which threatens the safety of the equipment or property of Landlord or any other user of the site, Landlord may disconnect the electric power, and remove equipment or property from the building; and in the event that Landlord takes such steps, he shall notify Tenant and/or such other owner as soon thereafter as possible. Landlord shall have no liability to Tenant for damages of any kind, including, without limitation, loss of profits or consequential damages if Landlord or another Tenant take such action.

b. Tenant shall keep the area clean and not create any work, safety, sanitation, fire or other hazards to any person or property.

c. Tenant shall authorize only employees and approved agents of the Tenant to have access to the site. No third-party contractor or other person may visit the site except when accompanied at all times by a direct employee of Tenant.

d. Landlord is the owner and primary user and shall have priority over all other users. Any conflict shall be resolved by Tenant in Landlord's best interest.

7. **Improvements: Utilities: Access.**

a. Tenant shall have the right, at its expense, to erect and maintain on the Premises, improvements, personal property and facilities, including, without limitation, an antenna tower and base, and any number of radio transmitting and receiving antennas, and an electronic equipment shelter (collectively the "Antenna Facilities"). Antenna facilities do not include equipment owned by Landlord, installed on antenna tower and base. Landlord's prior consent to the plans and specifications for such buildings and other improvements shall be required but shall not be unreasonably withheld or delayed and shall be deemed given as to those items listed in Exhibit C hereto. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. During the term of this Lease, the Antenna Facilities shall remain the exclusive property of Tenant. Notwithstanding the other provisions of this agreement contained in Paragraph 9 (f) pertaining to Termination, the Tenant shall have the right to remove the Antenna Facilities upon termination of this Lease.

b. Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence.

c. Tenant shall comply with the following requirements:

1. All installation and service work shall be performed by qualified and licensed technicians and completed in a professional manner.
2. All equipment shall be FCC type accepted for the intended application.
3. All equipment shall be connected to an antenna combining system to reduce intermodulation problems. Notch filters, crystals, isolators, and band pass devices shall be used as necessary.
4. All RF lines shall be double shielded and jacketed.
5. All tie wraps, cable clamps, wire wraps, etc., shall be insulated. No bare metal ties or wraps shall be used.
6. The site shall be kept clean. All metal or wire objects shall be properly stored.
7. No additional equipment shelters or towers shall be allowed without the written authorization of Landlord. In no case shall the Tenant lease space or use of the land, building or antenna to a third party.
8. Each transmitter shall be identified with a copy of a current FCC license, operating frequency(ies), CTCSS tones, power level, and name and telephone number of responsible maintenance personnel.
9. Site security shall be maintained.
10. Any and all problems to current users that are caused by the installation of new equipment by the Tenant shall be the responsibility of the Tenant and solved immediately. Failure to do so shall be cause for removal of the new equipment.
11. All structures erected on the site shall be in compliance with Chapter 23 of the State Structural Specialty Code.

d. Tenant shall, at Tenant's expense, keep and maintain the Premises and all buildings and improvements, now or hereafter located thereon, in commercially reasonable condition and repair during the term of this Lease. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition.

e. Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Landlord hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities.

f. As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

g. Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

8. **Default.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

a. if Tenant fails to pay amounts due under this Lease within ten (10) days of its receipt of written notice that such payments are overdue;

b. if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period.

9. **Termination:** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

a. upon ten (10) days' written notice in the event of a Default (as defined above);

b. for the initial five (5) year term of the lease and through the first renewal thereof, only as provided for under default provisions contained herein; by negotiated settlement; or, by condemnation. At the beginning of the eleventh year and at any time thereafter, this Lease may be terminated without cause and without penalty by either party, provided that the party seeking termination tenders at least one (1) years written notice of termination to the other party;

c. immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged more than fifty (50%) so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Tenant shall clear any debris and put the lease premises in the same condition as before the lease began, reasonable wear and tear excepted. If Tenant elects to continue this Lease, then all Rent shall abate 1) for sixty (60) days, or 2) until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; whichever first occurs;

d. at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

e. Upon termination of this Lease by the Tenant, the Tenant shall surrender, without charge or request for compensation, all ownership and control of the antenna tower and base to the Landlord. Upon transfer of the antenna tower and base, the Landlord shall assume all liability therefor.

f. These termination rights take precedence over any rights of Tenant set forth in Paragraph 5.

10. **Taxes.** No real property taxes currently are paid on premises. It is likely that such taxes will be levied. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities, and Tenant shall pay when due all real property taxes and all other fees and assessments attributable to the Premises.

11. **Insurance and Subrogation.**

a. Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$500,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

b. Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

12. **Hold Harmless.** Tenant agrees to defend, indemnify and hold Landlord harmless from all claims and causes of actions arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the intentional acts of Landlord, its employees, agents or independent contractors.

13. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:           City of Springfield  
Finance Department  
255 Fifth Street  
Springfield, OR 97477

with a copy to:           City of Springfield  
Springfield Police Department  
344 A Street Springfield, OR 97477  
ATTN: Byron Vanderpool

If to Tenant, to:           Eugene Cellular Telephone Company, Inc., dba Cellular One  
1600 S.W. 4th Avenue, Suite 300  
Portland, OR 97201           ATTN: Real Estate Manager



with a copy to: McCaw Cellular Communications  
PacRoc Region Legal Department  
5295 Carillon Point  
Kirkland, Washington 98033  
ATTN: Legal Department

14. **Quiet Enjoyment. Title and Authority.**

a. Landlord covenants and warrants to Tenant that Landlord has full right, power and authority to execute this Lease; it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; the Premises constitute a legal lot; and execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

b. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

15. **Environmental Laws.**

a. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) as of the date of this Lease.

b. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused by Tenant, that have occurred or which may occur on the Property.

c. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment arising from Tenant's activities on the Property.

d. Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

e. The indemnifications in this section specifically includes costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

16. **Nonexclusive Use.**

a. Springfield Utility Board (SUB) uses nearby property. Said use shall continue, and Tenant acknowledges this use by SUB and agrees that such use presents no conflict to the terms of this lease.

b. Provided Tenant's use of the premises is not adversely affected, subject to prior consultation with Tenant and in consideration of the physical loading and technical capacity of the tower, Landlord reserves the right to lease portions of the tower to other tenants. In the event of such concurrent leasing to other tenants, Landlord shall, except for rent specified in Paragraph 4, prorate maintenance costs of the antenna among the tenants.

c. Landlord reserves the right to lease other property in the immediate vicinity to other future prospective users including other Antenna Facilities and associated equipment.

17. **Assignment and Subleasing.**

a. Provided Landlord's rights and interests are not adversely affected, subject to prior approval by Landlord, which approval shall not be unreasonably withheld, Tenant may assign this Lease to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Except as set out in the succeeding paragraph of this section, the Tenant may not sublet this Lease to third parties.

b. Tenant shall not assign or sublet for profit. However, provided that such uses will not hinder or interfere with the Landlord's use of the Property, Tenant may sublet, install or activate other equipment, of all types, belonging to any person or business entity which is a: parent, subsidiary or affiliate of the Tenant; controls or is controlled by or under common control with Tenant; is merged or consolidated with Tenant; or, purchases a majority or controlling interest in the ownership or assets of Tenant. Such subletting shall be limited to the rights of the Tenant in their electronic equipment shelter and the 42' antenna tower to be installed by Tenant on the Property.

c. Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees.

18. **Successors and Assigns.** This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

19. **Miscellaneous:**

a. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

b. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

c. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers,

negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

d. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

e. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

f. This Lease shall be construed in accordance with the laws of the state in which the Property is located.

g. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

AGREED TO this 16<sup>th</sup> day of DECEMBER, 1994.

LANDLORD:

City of Springfield

By: Michael A. Kelly  
Michael A. Kelly, City Manager

Tax ID# [REDACTED]

TENANT:

Eugene Cellular Telephone Company, Inc.  
dba Cellular One

By: William D. McAllister  
William D. McAllister, General Manager

JOSEPH J LEAHY  
NOV 21 94

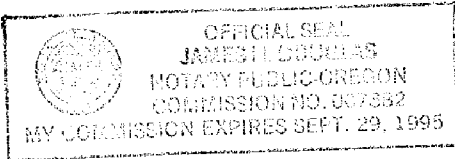
STATE OF OREGON )  
 ) ss:  
COUNTY OF LANE )

On this 30<sup>th</sup> day of December 1994, before me personally appeared Michael A. Kelly, known to me to be the City Manager of the City of Springfield, Oregon. the Municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the corporation.

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

James H. Douglas

NOTARY PUBLIC



My commission expires: 9/29/95

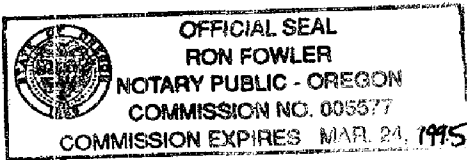
STATE OF OREGON )  
 ) ss:  
COUNTY OF MULTNOMAH )

On this 6<sup>th</sup> day of December, 1994, before me personally appeared William D. McAllister, known to me to be the General Manager of Eugene Cellular Telephone Company, Inc., dba Cellular One, the Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the corporation.

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

Ron Fowler

NOTARY PUBLIC



My commission expires: \_\_\_\_\_



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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Jeremy Sherer/DPW  
**Staff Phone No:** 541-726-2292  
**Estimated Time:** Consent Calendar  
**Council Goals:** Encourage Economic Development and Revitalization through Community Partnerships

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**ITEM TITLE:** RECIPROCAL EASEMENT AGREEMENT

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**ACTION REQUESTED:** Adopt/Not adopt the following motions: AUTHORIZE THE CITY MANAGER TO ACCEPT AND EXECUTE A RECIPROCAL EASEMENT AGREEMENT BETWEEN SYCAN B CORP PROPERTY AND OLYMPIC STREET, LLC (17-03-22-20-01300) AND CITY OF SPRINGFIELD PROPERTY (17-03-22-20-01201)

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**ISSUE STATEMENT:** The City's retaining wall along the "Flame Property" (TRS 17-03-22-20-01201) is proposed to be demolished and restored by Sycan B Corps and Olympic Street, LLC as part of the development process for the new Chick-fil-A. An easement and maintenance agreement has been negotiated to address future maintenance needs on the retaining wall.

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**ATTACHMENTS:**

1. [Reciprocal Easement Agreement](#)
2. [Aerial site map](#)

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**DISCUSSION/ FINANCIAL IMPACT:** Sycan B Corps and Olympic Street, LLC are in the process of improving the "Chick-Fil-A" property identified as Assessors Map and Tax Lot No 17-03-22-20-01300 and 01600. The development includes demolishing and replacing the City's retaining wall partially located on the "Flame" property, identified as Assessor's Map and Tax Lot No. 17-03-22-20-01201, the "Flame Property." The City's west boundary and Sycan B Corps and Olympic Street, LLC's east boundary and the retaining wall are coterminous. The retaining wall splits the common boundary line supporting the soil and backfill material on the City "Flame" property.

Excavation and construction of the Chick-fil-A site requires demolishing and reconstructing the retaining wall. Building and Engineering staff reviewed and approved the replacement retaining wall design. Sycan B Corps and Olympic Street, LLC will restore the City's retaining wall to a condition as good as or better than the existing wall.

Gateway Property's tenants, Chick-fil-A, and their development and construction team were granted a temporary access easement to begin preliminary site work on the retaining wall. Currently, the contractors are working under a temporary construction easement.

If the agreement is adopted, the City of Springfield, Sycan B Corps and Olympic Street, LLC will agree to share the retaining wall maintenance responsibilities and costs. The reciprocal easement agreement (ATT 1) outlines each party's maintenance roles and responsibilities. The easement will be 20 feet wide, 10 feet on each side, for maintenance access.

The consideration for this reciprocal easement agreement is other than monetary. The shared cost of maintaining the City's retaining wall will save the City future maintenance costs.

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After Recording, Return to:  
City of Springfield  
225 Fifth Street  
Springfield, OR 97477

ATTACHEMNT 1

Until Requested Otherwise,  
Send All Tax Statements to:  
No change

**RECIPROCAL EASEMENT AGREEMENT**

C3672

THIS AGREEMENT REGARDING a RECIPROCAL EASEMENT for construction and maintenance of a retaining wall is dated as of this April \_\_\_\_, 2024, between and among Sycan B Corp and Olympic Street, LLC, and the City of Springfield, a municipal corporation of the State of Oregon (the "City").

Consideration. The consideration for this Reciprocal Easement Agreement is other than monetary and includes, but is not limited to, the exchange of covenants contained herein. The parties hereby acknowledge receipt and sufficiency of the consideration for this Agreement.

**RECITALS:**

- A. Sycan B Corp and Olympic Street, LLC are owners as Tenants in Common of real property presently identified as Map 17-03-22-20, Tax Lot 1300, as particularly described in **Exhibit A** attached hereto and incorporated by this reference (the "Gateway Property").
- B. City is the owner of real property identified as Map 17-03-22-20, Tax Lot 1201, which is adjacent to the Gateway Property, as particularly described in **Exhibit B** attached hereto and incorporated by this reference (the "Flame Property").
- C. There is an existing retaining wall along the boundary between the Gateway Property and the Flame Property, which Sycan B Corp and Olympic Street, LLC intend to reconstruct as part of redevelopment of the Gateway Property (the "Retaining Wall"). The approximate location and configuration of the Retaining Wall is shown on the map attached to this Agreement as **Exhibit C** and incorporated by this reference. The parties have entered into a temporary construction easement dated \_\_\_\_\_, 2024, for the purpose of the initial reconstruction of the Retaining Wall.
- D. The parties wish to grant and receive from each other reciprocal rights to access the Retaining Wall from either respective property, for the purpose of maintenance, repairs, or reconstruction of the Retaining Wall, as detailed in the terms and conditions of this Agreement.

**EASEMENT TERMS AND CONDITIONS:**

- 1. Sycan B Corp and Olympic Street, LLC hereby grant and convey to City and its respective successors and assigns, a perpetual, non-exclusive easement as depicted in **Exhibit C** ("the Easement"), for the use and maintenance of the Retaining Wall subject to the terms and conditions set forth below.
- 2. City hereby grants and conveys to Sycan B Corp and Olympic Street, LLC and each of their respective heirs, successors and assigns, a perpetual, non-exclusive easement as depicted in **Exhibit C** ("the Easement"), for the use and maintenance of the Retaining Wall subject to the terms and conditions set forth below.

3. Each party shall be responsible for the maintenance and repairs of the side of the Retaining Wall on their respective properties; if maintenance or repairs affect both sides of the Retaining Wall, the City shall pay one half of the costs of maintenance or repairs, and the owners of the Gateway Property shall pay one half of said costs. Except in the case of emergency repairs, the party who intends to performance maintenance or repairs under this paragraph must notify the other parties in writing reasonably in advance of the maintenance and repair work; said notice must include the scope of maintenance or repairs needed and an estimate of the cost to each party. Maintenance and repair work may be performed by a party's own employees directly or under a written contract with any party. Any contract for maintenance or repairs, the cost of which will be shared by the parties under this paragraph, must be awarded to the responsible contractor with the lowest-cost responsible quote, based on no less than three written quotes. For the purposes of this Agreement, maintenance and repairs are defined as ordinary or routine work and minor alterations that are intended to preserve the Retaining Wall. Maintenance and repairs do not include significant reconstruction, replacement, or removal of the Retaining Wall.
4. In addition to the rights and responsibilities under paragraph 3, any party may choose to maintain or repair all or portions of the Retaining Wall on the other property. In such event, the party maintaining or repairing all or portions of the Retaining Wall shall pay the cost of the maintenance or repairs. A party who maintains or repairs the Retaining Wall at its own cost need not provide written notice required under paragraph 3.
5. Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement to the general public, for the general public, or for any public use except as specifically stated herein.
6. This reciprocal grant of the Easement by the parties is made subject to the following terms, provisions and conditions applicable to each party and their respective permittees, contractors, assignees and successors in interest:
  - a. Each party shall comply with all applicable federal, state and local laws with respect to the Retaining Wall.
  - b. Each party shall be responsible for its own injuries, losses or damages, or those of its contractors or employees, which such party may suffer as a result of its maintenance or repairs of the Retaining Wall under paragraphs 3 and 4.
  - c. Each party shall promptly restore any damage caused to the Easement area, including but not limited to damage to landscaping, as a result of its maintenance or repairs of the Retaining Wall under paragraphs 3 and 4.
  - d. No party may construct or place buildings, billboards, fences, gates or any other structures – aside from the Retaining Wall itself – which would interfere with the other party's rights under this Agreement.
  - e. No party shall allow the accumulation of any trash, debris, waste, or junk to collect on that portion of the Easement area lying within the boundaries of its respective property.
  - f. The parties may, by mutual agreement, agree to relocate, remove, or reconstruct all, or portions, of the Retaining Wall.

g. Each party shall conduct any repairs, construction, or reconstruction authorized under this Agreement in conformance with normal engineering design and construction practices.

7. The easements, rights, and obligations created hereunder shall be binding upon Sycan B Corp, Olympic Street, LLC, and City, and their respective successors and assigns, and shall be appurtenant to and shall run with the Gateway Property and Flame Property. The provisions of this Reciprocal Agreement are enforceable in law or equity by the parties hereto, and their respective heirs, contractors, successors, and assigns. This Agreement shall be subject to the law of the State of Oregon.

SYCAN B CORP:

OLYMPIC STREET, LLC:

\_\_\_\_\_  
Richard Boyles, President

\_\_\_\_\_  
Alan Evans, Manager

CITY OF SPRINGFIELD:

\_\_\_\_\_  
Nancy Newton, City Manager

STATE OF OREGON, COUNTY OF LANE ) ss.

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Nancy Newton, as City Manager of the City of Springfield, a municipal corporation of the State of Oregon.

/s/\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON, COUNTY OF LANE ) ss.

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Richard Boyles, as President of Sycan B Corporation.

/s/\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON, COUNTY OF LANE ) ss.

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Alan Evans, as Manager of Olympic Street, LLC.

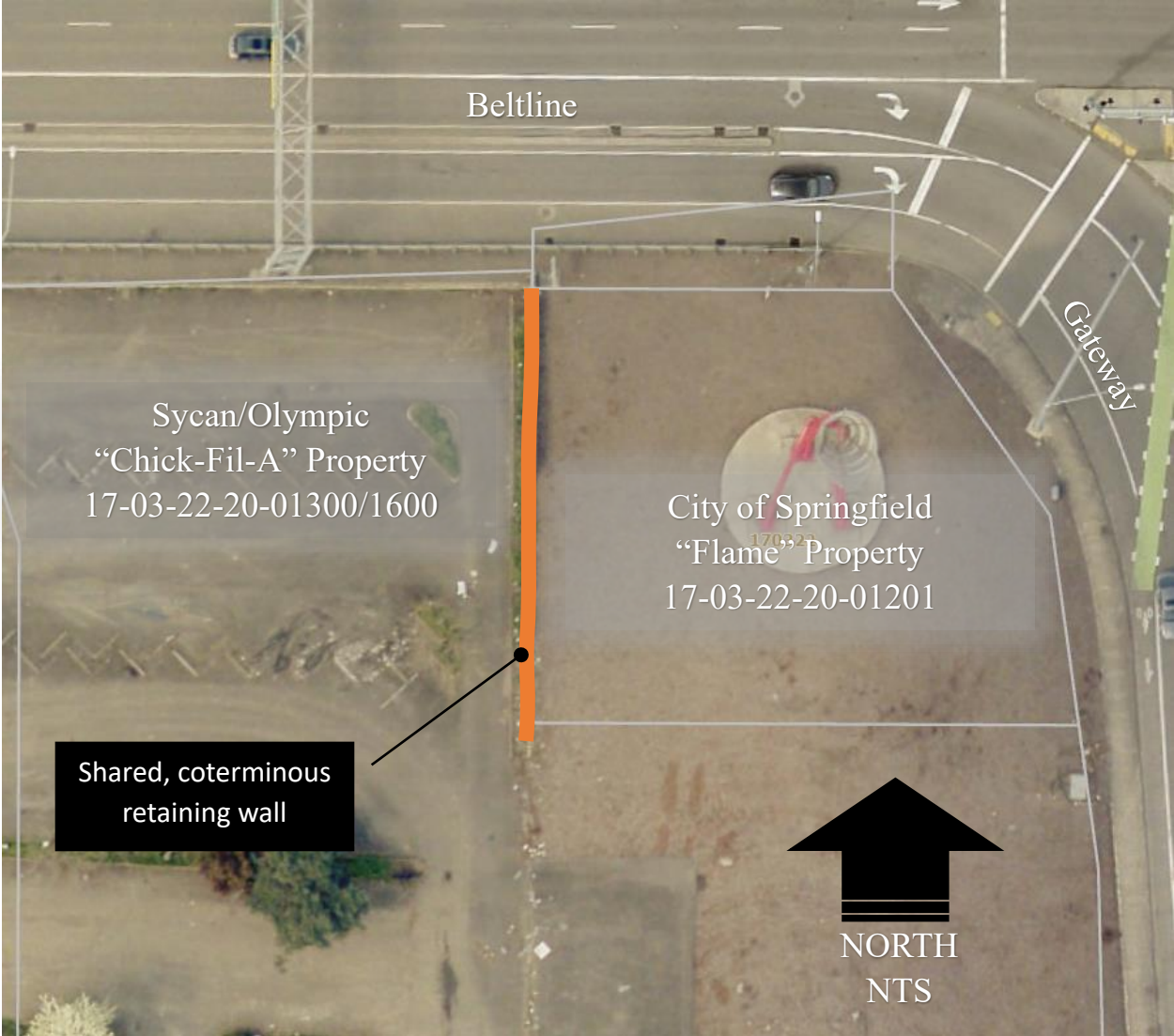
/s/\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

ACCEPTANCE: The City of Springfield is hereby approves and accepts this conveyance this \_\_\_\_ of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Nancy Newton, City Manager



AERIAL SITE MAP  
CITY OF SPRINGFIELD "FLAME" PROPERTY (17-03-22-20-01201)  
SYCAN B CORPS & OLYMPIC STREET, LLC  
"CHICK-FIL-A" PROPERTY (17-03-22-20-01300 and 01600)



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**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Kristina Kraaz, CAO  
**Staff Phone No:** 541-726-3700  
**Estimated Time:** Consent Calendar  
**Council Goals:** Mandate

**SPRINGFIELD  
CITY COUNCIL**

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<b>ITEM TITLE:</b>	PROCLAMATION OF PRIMARY ELECTION RESULTS
<b>ACTION REQUESTED:</b>	Accept the May 21, 2024, Primary Election Proclamation for the election of Springfield Mayor, City Council positions for Ward 3, Ward 4, and Ward 6, and the results of Ballot Measure 20-351.
<b>ISSUE STATEMENT:</b>	The City Attorney's Office (acting as Interim Elections Filing Office) has forwarded to the City Council, the Proclamation for the May 21, 2024, Primary Election for the election of Springfield Mayor, City Council positions for Ward 3, Ward 4, and Ward 6, and the results of Ballot Measure 20-351.
<b>ATTACHMENTS:</b>	<u>1. Proclamation</u>
<b>DISCUSSION/ FINANCIAL IMPACT:</b>	Per Springfield Municipal Code section 2.275, within 40 days after an election and after receiving the vote tally for nominated or elected officers and measures, the Elections Filing Officer will proclaim to the City Council the candidates nominated or elected and measured approved. The City Recorder is the local elections official for the City of Springfield, but this election cycle was completed by the City Attorney's Office. The statewide Primary Election was held on May 21, 2024, and candidates were elected to positions of Mayor and City Councilor for Ward 3, Ward 4, and Ward 6, and Ballot Measure 20-351 was passed.  No formal action by the City Council to approve the Proclamation is required; the Council is requested to accept the Proclamation.

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**PROCLAMATION**

STATE OF OREGON )  
County of Lane ) ss.  
City of Springfield )

I, Linda J. Craig, Interim Elections Filing Officer for the City of Springfield, Oregon, do hereby certify, in accordance with the provisions of the 2001 Charter of the City of Springfield, the Springfield Municipal Code, and the laws of the State of Oregon, the following candidates nominated or elected, and measures approved at the Primary election held on May 21, 2024:

Sean VanGordon was elected as the Mayor for the City of Springfield for a four-year term commencing January 1, 2025;

Kori Rodley was elected to the City of Springfield Council-Ward 3 for a four-year term commencing January 1, 2025;

Beth Blackwell was elected to the City of Springfield Council-Ward 4 for a four-year term commencing January 1, 2025;

Alan Stout was elected to the City of Springfield Council-Ward 6 for a four-year term commencing January 1, 2025; and

That Ballot Measure 20-351 entitled "Authorizes general obligation bonds to fix Springfield streets" was passed;

A copy of the official certified Abstract of Votes dated June 20, 2024, summarizing votes cast for such offices and for and against such Ballot Measure is attached hereto. The original Abstract is on file in the office of the City Recorder.

BE IT FURTHER CERTIFIED that the total number of votes cast for each of the candidates and ballot measure were as follows:

For the Position of City of Springfield Mayor  
(4-year term commencing January 1, 2025 expiring December 31, 2028)

Sean VanGordon	6859
Write-In	150

For the Position of City of Springfield Councilor-Ward 3  
(4-year term commencing January 1, 2025 expiring December 31, 2028)

Kori Rodley	6296
Write-In	101

For the Position of City of Springfield Councilor-Ward 4  
(4-year term commencing January 1, 2025 expiring December 31, 2028)

Beth Blackwell	6139
Write-In	100

For the Position of City of Springfield Councilor-Ward 6  
(4-year term commencing January 1, 2025 expiring December 31, 2028)

Alan Stout	6344
Write-In	131

For City of Springfield Ballot Measure 20-351, "Authorizes general obligation bonds to fix Springfield streets"

Yes	6129
No	4472

I hereby proclaim the foregoing election results to the Common Council of the City of Springfield, Oregon, this 1<sup>st</sup> day of July, 2024.

\_\_\_\_\_  
Linda J. Craig, Interim Elections Filing Officer



Statement of Votes Cast by Geography  
Lane County, May 21, 2024 Primary Election

Page: 1 of 1  
2024-06-20  
13:25:41

All Precincts, All Districts, All Counter Groups, All ScanStations, 20-351 City of Springfield Street Bond,  
City of Springfield Councilor Ward 3, City of Springfield Councilor Ward 4, City of Springfield Councilor  
Ward 6, City of Springfield Mayor, All Boxes  
Official Final Results  
Total Ballots Cast: 11320

Choice	Votes	Vote %
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**All Precincts**

**City of Springfield Mayor (Vote for 1)**

**11320 ballots (0 over voted ballots, 0 overvotes, 4311 undervotes)**

Sean VanGordon	6859	97.86%
Write-in	150	2.14%
Total	7009	100.00%
Overvotes	0	
Undervotes	4311	

**City of Springfield Councilor Ward 3 (Vote for 1)**

**11320 ballots (0 over voted ballots, 0 overvotes, 4923 undervotes)**

Kori Rodley	6296	98.42%
Write-in	101	1.58%
Total	6397	100.00%
Overvotes	0	
Undervotes	4923	

**City of Springfield Councilor Ward 4 (Vote for 1)**

**11320 ballots (0 over voted ballots, 0 overvotes, 5081 undervotes)**

Beth Blackwell	6139	98.40%
Write-in	100	1.60%
Total	6239	100.00%
Overvotes	0	
Undervotes	5081	

**City of Springfield Councilor Ward 6 (Vote for 1)**

**11320 ballots (0 over voted ballots, 0 overvotes, 4845 undervotes)**

Alan N Stout	6344	97.98%
Write-in	131	2.02%
Total	6475	100.00%
Overvotes	0	
Undervotes	4845	


**20-351 City of Springfield Street Bond (Vote for 1)**

**11320 ballots (0 over voted ballots, 0 overvotes, 719 undervotes)**

Yes	6129	57.82%
No	4472	42.18%
Total	10601	100.00%
Overvotes	0	
Undervotes	719	



I certify that the votes recorded on this abstract correctly reflect the tally of votes cast in the May, 21, 2024, Primary Election.

  
Dena Dawson, County Clerk  
Lane County, Oregon

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Kristina Kraaz, CAO  
**Staff Phone No:** 541-744-4061  
**Estimated Time:** Consent Calendar  
**Council Goals:** Community and Economic Development and Revitalization

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** AUTHORIZING AN MOU WITH SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY FOR PAYMENT OF SYSTEM DEVELOPMENT CHARGES FOR PROJECTS IN URBAN RENEWAL AREAS

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**ACTION REQUESTED:** Authorize the City Manager, Finance Director, and Development and Public Works Community Development Division Director to enter a Memorandum of Understanding (MOU) with the Springfield Economic Development Agency (SEDA) regarding payment of system development charges (SDCs) for projects in the Downtown and Glenwood urban renewal areas, as provided in Attachment 1.

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**ISSUE STATEMENT:** Whether the Council should approve an MOU with SEDA, for SEDA to assume payment for SDCs for projects in the Downtown and Glenwood urban renewal areas for the period from July 1, 2014, through December 31, 2023, and for projects from January 1, 2024, forward. The MOU allows SEDA to defer payment for Glenwood SDCs until they can be applied to infrastructure projects for Glenwood.

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**ATTACHMENTS:** [1. Memorandum of Understanding between the City and SEDA](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:** In furtherance of the Downtown and Glenwood urban renewal plans, SEDA has authorized the SEDA SDC Program to assume payment of SDCs for development and redevelopment in the urban renewal areas that is consistent with the urban renewal plans. The SEDA SDC Program is currently in effect for five years, from January 1, 2024, to December 31, 2028 (Resolution SEDA2024-03).

Additionally, the SEDA Board has retroactively authorized SEDA to assume the SDCs waived during a prior lapse in the SDC Program, from July 1, 2014, to December 31, 2023 (Resolution SEDA2024-04). The total amount waived is \$1,848,450.13: \$570,718.03 for Downtown and \$1,277,735.10 for Glenwood.

The SEDA Board approved an MOU to provide the specific terms for the ongoing SDC Program and for SEDA to pay the previously waived SDCs to the City. The City Council is asked to approve the MOU on behalf of the City.

Scope: SEDA will pay transportation, stormwater, and local wastewater SDCs for urban renewal projects in the Downtown and Glenwood urban renewal areas, and SEDA assumes payment for the previously waived SDCs.

Downtown SDCs: SEDA will pay the previously waived SDCs to the City immediately. SEDA will assume SDCs up to \$100,000 per project in the future, or more if authorized by the SEDA Board.

Glenwood SDCs: SEDA will defer paying Glenwood SDCs to the City, to a later time when the funds can be applied to the cost of construction for public improvements under the Glenwood Urban Renewal Plan. There is no per-project cap, but there is an overall cap of \$2,000,000 on future SDCs paid by SEDA.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SPRINGFIELD &  
SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY  
REGARDING SYSTEMS DEVELOPMENT CHARGES IN URBAN RENEWAL AREAS**

**EFFECTIVE DATE:** \_\_\_\_\_, 2024

**RECITALS:**

- A. The City of Springfield ("City") and Springfield Economic Development Agency ("SEDA") are parties to a Cooperation and Services Agreement that declares each party's intent to mutually cooperate in carrying out the Downtown Urban Renewal Plan and Glenwood Urban Renewal Plan and defines each party's obligations in carrying out these plans.
- B. The City and SEDA are parties to an Intergovernmental Agreement to Advance and Repay Funds Needed for Urban Renewal Projects ("Advance and Repay IGA"), under which the City may advance up to \$1,500,000 to SEDA at any point in time, with the balance to be repaid from SEDA's tax increment revenues over time.
- C. In furtherance of the Downtown Urban Renewal Plan and Glenwood Urban Renewal Plan, the SEDA Board has adopted Resolution 2024-03:

A RESOLUTION INCENTIVIZING DEVELOPMENT IN THE DOWNTOWN  
URBAN RENEWAL AREA AND GLENWOOD URBAN RENEWAL AREA BY  
ASSUMING PAYMENT OF CERTAIN SYSTEM DEVELOPMENT CHARGES AS  
ESTABLISHED BY SPRINGFIELD MUNICIPAL CODE SECTION 3.406  
THROUGH THE PERIOD ENDING DECEMBER 31, 2028.

Said resolution directs the City Manager, Finance Director, and Development and Public Works Community Development Division ("CMD") Director to develop and execute a Memorandum of Understanding (MOU) between the City and SEDA to carry out the SEDA SDC Program.

- D. The SEDA Board has adopted Resolution 2024-04, which also directs the City Manager, Finance Director, and CMD Director to execute an MOU to carry out its requirements:

A RESOLUTION RETROACTIVELY ASSUMING PAYMENT OF CERTAIN  
SYSTEM DEVELOPMENT CHARGES AS ESTABLISHED BY SPRINGFIELD  
MUNICIPAL CODE SECTION 3.406 FOR THE PERIOD FROM JULY 1, 2014,  
THROUGH DECEMBER 31, 2023.

- E. Per the terms of the Cooperation and Services Agreement, the City, by and through City staff, has agreed to act upon request of SEDA as SEDA's agent for purposes of necessary activities normally performed by the City with reference to public improvements in the City, which includes but is not limited to, carrying out Springfield Municipal Code (SMC) sections 3.400 to 3.420 regarding systems development charges.

- F. All references herein to the City Manager, Finance Director, and CMD Director includes their authorized representatives or designees.

**NOW, THEREFORE**, in consideration of the foregoing, City and SEDA agree to the following:

**Article I. SDC payments after January 1, 2024.** The following terms and conditions apply only to SDCs that are assumed by SEDA under Resolution SEDA 2024-03 for the period from January 1, 2024, to December 31, 2028, unless extended by further Resolution of the SEDA Board.

1. Scope of SEDA SDC Program.
  - a. SEDA will only assume financial responsibility for payment of transportation, stormwater, and local wastewater SDCs imposed for new construction, redevelopment, or rehabilitation projects within the Downtown Urban Renewal Area and Glenwood Urban Renewal Area.
  - b. If an applicant is eligible for a City-sponsored SDC waiver (such as SDC waivers for income-qualified housing or for certain accessory dwelling units), then the City-sponsored SDC waiver will be applied first.
  - c. SEDA will not assume financial responsibility for SDCs related to (i) owner-occupied residential structures, unless the applicant meets the definition of low- or moderate-income household and the SDCs are directly related to correcting health and safety problems in substandard housing, nor (ii) public facilities or other tax-exempt public property except when explicitly authorized by the SEDA Board.
  - d. Within the Downtown Urban Renewal Area, SEDA will assume financial responsibility for up to \$100,000 in eligible SDCs per project. If a project exceeds \$100,000 in eligible SDCs, then either (i) the applicant may choose to pay the balance of SDCs owed (the total amount of SDCs less \$100,000 in SEDA SDC Program funding), or (ii) the SEDA Board may authorize additional SEDA SDC Program funds for that project.
  - e. Within the Glenwood Urban Renewal Area, SEDA will assume financial responsibility for up to \$2,000,000 in eligible SDCs in total. There is no per-project limit to eligible SDCs in the Glenwood Urban Renewal Area.
2. Applications. The City Manager will develop a SEDA SDC Program application form. The CMD Director will ensure that the form is provided to all applicants proposing development that is within the scope of the SEDA SDC Program, and that applications are approved by the City Manager before entering a SEDA credit for payment of SDCs into CMD's permit records.
3. Downtown Urban Renewal Area. SEDA will pay the amount of eligible SDCs for a project (up to \$100,000) within 30 days of CMO receiving a funds transfer request from CMD. Alternatively, SEDA may request the City advance funds under the Advance and Repay IGA for eligible SDCs under this section. SEDA will not be required to pay SDCs



under this section until the applicable project receives its certificate of occupancy or other final approval. If the SEDA Board approves a project to receive more than \$100,000 in SEDA SDC Program funding, the City and SEDA may mutually agree upon other means for payment.

4. Glenwood Urban Renewal Area. SEDA may defer payment to the City of eligible SDCs until such time as the SDCs can be applied to the cost of construction of an SDC-eligible public improvement as provided in SMC 3.410. CMO will keep an accurate log of deferred SDCs under this section. Deferred SDCs under this section will not be considered an advance of funds per the Advance and Repay IGA. CMO and CMD will mutually cooperate to ensure that SDC-eligible public improvements are planned for inclusion in the applicable public improvement plan, and that SEDA's deferred SDCs are applied to public improvements that contribute to urban renewal.

**Article II. SDC payments for July 1, 2014, to December 31, 2023.** The following terms and conditions apply only to SDCs that are assumed by SEDA under Resolution SEDA 2024-04 for the period from July 1, 2014, to December 31, 2023.

1. Downtown Urban Renewal Area. During fiscal year 2025, SEDA will make a one-time payment to the City of \$570,718.03 for SDCs for new construction, redevelopment, and rehabilitation in the Downtown Urban Renewal Area. Alternatively, SEDA may request the City advance funds under the Advance and Repay IGA for the one-time payment under this section.
2. Glenwood Urban Renewal Area. SEDA will defer payment up to \$1,277,735.10 for SDCs for new construction, redevelopment, and rehabilitation in the Glenwood Urban Renewal Area, until such time as the SDCs can be applied to the cost of construction of an SDC-eligible public improvement as provided in SMC 3.410, and subject to the provisions of Article I, section 4 of this MOU.

**Article III. General Terms and Conditions.**

1. This MOU will terminate on December 31, 2028, or the last date that all deferred SDCs have been paid to the City under Article I section 4 and Article II section 2, whichever occurs last, unless further extended by mutual agreement of the parties.
2. The City and SEDA agree to mutually cooperate with each other in good faith to implement the matters described in this MOU. The matters described in this MOU will be carried out consistent with, and subject to, the terms and conditions of the Cooperation and Services Agreement.
3. Nothing in this agreement modifies the existing terms and conditions of the Cooperation and Services Agreement, nor the Advance and Repay IGA.
4. All SDCs that SEDA defers for future payment under this MOU are subordinate to all other indebtedness owed by SEDA under the Advance and Repay IGA and to all other borrowings approved by SEDA that are secured by tax increment revenue.

5. This MOU may only be amended or terminated by the agreement of both parties in writing.

**SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY:**

\_\_\_\_\_  
Nancy Newton  
City Manager  
Date: \_\_\_\_\_

**CITY OF SPRINGFIELD:**

\_\_\_\_\_  
Nathan Bell  
Finance Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Paschall  
Development & Public Works  
Community Development Division Director  
Date: \_\_\_\_\_

DRAFT

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Haley Campbell/DPW  
**Staff Phone No:** 541-726-3647  
**Estimated Time:** Consent Calendar  
**Council Goals:** Mandate

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** SPRINGFIELD DEVELOPMENT CODE AMENDMENTS: HOUSING OPPORTUNITIES IN NON-RESIDENTIAL AREAS

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**ACTION REQUESTED:** Conduct a second reading and adopt/not adopt **AN ORDINANCE AMENDING THE SPRINGFIELD DEVELOPMENT CODE RELATED TO INCOME-QUALIFIED HOUSING ON PROPERTY OWNED BY RELIGIOUS NONPROFITS, INCOME-QUALIFIED HOUSING IN NON-RESIDENTIAL DISTRICTS, AND VARIOUS OTHER SECTIONS; ADOPTING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

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**ISSUE STATEMENT:** This project is a continuation of work that has been ongoing since 2018 involving a phased plan to update the entire Springfield Development Code. Updating the Development Code to support efficient, timely, and clear development review is part of Springfield’s Housing Strategy. This work would amend income-qualified housing-related code sections from bills that were passed by the 2023 Oregon Legislature:

- House Bill 2984 – Commercial to Residential Building Conversions
- House Bill 3151 – Manufactured Dwelling Parks on Non-Residential Lands
- House Bill 3395 – Residential Use of Commercial Lands

The City is also using this opportunity to make other changes to the code for clarity and ease of use including:

- Significant changes to SDC 4.7.100 for various districts;
  - Changes to SDC 4.7.375 through SDC 4.7.385 for Architectural Design Standards and Multiple Unit Housing;
  - Changes to SDC 5.15.110 Minimum Development Standards and SDC 5.17.110 for Site Plan Review for multiple unit housing; and
  - Changes to SDC 6.1.110 Definitions.
- 

**ATTACHMENTS:** [1: Ordinance](#)  
[Exhibit A: Legislative Version of Code Amendments](#)  
[Exhibit B: Staff Report and Findings](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:** The Council held a joint work session and public hearing with the Lane County Board of Commissioners on June 10, 2024. No public comment was provided prior to or during the public hearing. Staff updated the staff report and code amendments to remove the yellow highlighting that showed the changes between the Planning Commission and City Council public hearing and added ellipses and commentary to indicate portions of code not affected by the amendments. Since the public hearing, staff removed some redundant language in 4.7.375 Architectural Design Standards. After the Council adopts the Ordinance, the Board will hold its third reading of the Lane County Ordinance on July 30, 2024.

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**CITY OF SPRINGFIELD, OREGON**  
**ORDINANCE NO. \_\_\_\_\_ (GENERAL)**

**AN ORDINANCE AMENDING THE SPRINGFIELD DEVELOPMENT CODE RELATED TO  
INCOME-QUALIFIED HOUSING ON PROPERTY OWNED BY RELIGIOUS NONPROFITS,  
INCOME-QUALIFIED HOUSING IN NON-RESIDENTIAL DISTRICTS, AND VARIOUS OTHER  
SECTIONS; ADOPTING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND  
PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Springfield City Council adopted the Springfield Development Code (SDC) on May 5, 1986, and has subsequently adopted amendments thereto by ordinance;

**WHEREAS**, Springfield City Council adopted a significant update to the Springfield Development Code in adopting Ordinance 6443 on May 16, 2022, for the purpose of resolving complexities and outdated code provisions relating to housing and residential use sections (Phase I of Development Code Update) and employment use standards and procedures for commercial and industrial development (Phase II if the Development Code Update);

**WHEREAS**, Ordinance 6446 amended the Springfield Development Code on November 20, 2023 for unintentional omissions, inaccurate references, and errors, following the adoption of Ordinance 6443;

**WHEREAS**, the City Council finds it in the public interest to amend the Springfield Development Code to support efficient, timely, and clear development review as part of Springfield’s Housing Strategy through amendments to the income-qualified housing-related code sections from bills that were passed by the 2023 Oregon Legislature and to make other changes to the code for clarity and ease of use for various sections.

**WHEREAS**, consistent with the Community Engagement Plan adopted by the Committee for Citizen Involvement, the City of Springfield has provided several opportunities for public involvement on the proposed amendments, including: a project webpage, updates through social media newsletters to interested parties on the Development Code and Housing lists, workshops, and the public hearings described below.

**WHEREAS**, the Springfield Planning Commission conducted a public hearing on the Springfield Development Code amendments on April 2, 2024, and forwarded recommendations to the Springfield City Council and Lane County Board of Commissioners to approve the proposed amendments;

**WHEREAS**, the Springfield City Council held a joint public hearing with the Lane County Board of Commissioners on these amendments on June 10, 2024, and is now ready to act based upon the above recommendations and evidence and testimony already in the record and the evidence and testimony presented at the joint elected officials’ public hearing;

**WHEREAS**, timely and sufficient notice of the public hearings have been provided according to SDC 5.1.615 and OAR 660-018-0020; and

**WHEREAS**, substantial evidence exists within the record to demonstrate that the Springfield Development Code amendments meet the requirements of the Springfield Comprehensive Plan, Metro



Plan, Springfield Development Code, Lane Code, and applicable state and local law as described in the findings attached as Exhibit B,

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD ORDAINS AS FOLLOWS:

Section 1. The Springfield Development Code is amended as provided in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 2. The findings set forth in Exhibit B are adopted as findings in support of this Ordinance.

Section 3. Construction of Ordinance. In amending the Springfield Development Code, it is not the intent of the City of Springfield to create new land use regulations that give rise to Ballot Measure 49 claims or similar claims. In the event that a land use regulation amended as described herein is capable of two interpretations, one which may give rise to a claim for compensation pursuant to ORS 195.300 to 195.336 or similar claims, and one which does not, the land use regulation must be interpreted in a way that does not give rise to said claim.

Section 4. Savings Clause. Except as specifically amended herein, the Springfield Development Code will continue in full force and effect. The prior code and land use regulations repealed or amended by this Ordinance remain in full force and effect to authorize prosecution of persons in violation thereof prior to the effective date of this ordinance.

Section 5. Severability Clause. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

Section 6. Effective Date. The effective date of this Ordinance is as provided in the Chapter IX of the Springfield Charter and Section 2.110 of the Springfield Municipal Code, 30 days from the date of passage by the Council and approval by the Mayor; or upon the date that an ordinance is enacted by the Lane County Board of Commissioners approving the same amendments as described in Section 1 of this Ordinance; or upon acknowledgment of this ordinance under ORS 197.625; whichever occurs last.

ADOPTED by the Common Council of the City of Springfield this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

APPROVED by the Mayor of the City of Springfield this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

## Legislative Version of Springfield Development Code Amendments: Housing Opportunities in Non-Residential Areas to Implement House Bills 2984, 3151 and 3395 and for Minor Code Corrections

### CODE AMENDMENTS

Various Sections of the Springfield Development Code (SDC) are amended to implement requirements in House Bills 2984, 3151, and 3395 passed in 2023.

- House Bill 2984 requires local governments to allow conversion of a building from commercial to residential use without requiring a zone change or conditional use permit, as long as the land is not zoned to allow for industrial uses.
- House Bill 3151's major impact on Springfield is to allow manufactured dwelling parks serving households with incomes of 120 percent or less of area median income (AMI), to be added to the definition of "affordable housing". The bill also adds property owned by a housing authority, manufactured dwelling park nonprofit cooperative, or nonprofit corporation organized as a public benefit corporation whose primary purpose is the development of affordable housing, to the list of properties where local government is required to allow "affordable housing". This will result in changes to SDC 4.7.405, which allows for the development of income-qualified housing on non-residential lands if certain conditions are met. The code amendments will change the title of SDC 4.7.405 to be about "Income-Qualified Housing" to address the broader definition of various affordability levels.
- House Bill 3395 allows housing within commercial land use districts if it is affordable to households with incomes of 60 percent of the area median income (AMI) or less, or for mixed-use structures with ground floor commercial with residential units that are affordable to moderate income (80-120% AMI) households. The bill requires cities to apply the residential density level most comparable to the commercial density currently allowed in the land use district. The bill explicitly exempts cities from having to conduct a new economic analysis or comprehensive plan update; however, cities may still wish to consider the impact to employment lands availability and accommodate these impacts at a later date.

The amendments are shown in legislative format (deleted text with strike-through **red** font and new text with **double underline red** font. Commentary is shown in *purple italics font*, preceding the text to which it is referring. Ellipses (\*\*\*\*) indicates the presence of other code provisions within the section that are not being amended.

*Commentary: For simplicity, the fee waiver standards in this section are amended to remove proof of registered non-profit status and amend the term 'affordable housing' to income-qualified housing' in line with these code amendments. To match the definition of area median income provided in the definitions section of SDC 6.1.110 the reference to the Federal Housing and Urban Development (HUD) income limits was also removed from this section.*

*Other subsections in 2.1.135 that do not appear herein, are not intended to be amended.*

## **2.1.100 – General Provisions**

### **2.1.135 Fees.**

- (A) The City Council shall establish fees by separate Resolution for the performance of the actions and reviews required by this code. The list of fees is available at the Development ~~Services~~ & ~~Public Works~~ Department.
- (B) Payment of these fees is required at the time of application submittal. No application will be accepted without payment of the appropriate fee in full, unless the applicant qualifies for a fee waiver, as specified in subsection (C), below.
- (C) **Fee Waivers.** The following fee waivers apply only within the Springfield city limits to the following agencies and/or persons:
  - (1) **~~Nonprofit Affordable Income-Qualified~~ Housing Providers.**
    - (a) Development fees required by this code may be waived for up to 50 ~~income-qualified affordable~~ housing units per year or more, upon the determination of need by the Director in order to encourage the construction of ~~affordable income-qualified~~ housing. ~~Affordable housing is Income-qualified housing is~~ defined as ~~newly constructed~~ housing that is ~~constructed~~ either for:
      - (i) Rental housing for households with incomes below 60 percent of the area median income, ~~as determined by the Federal Housing and Urban Development (HUD) income limits in effect at the time of submittal~~; or
      - (ii) Home ownership housing sold to households with incomes below 80 percent of the area median income, ~~as determined by the HUD income limits in effect at the time of submittal~~.
    - (b) The property owner ~~must~~ shall enter into a contractual agreement with the City for a 5-year period of affordability for each project to assure compliance with the stated intent of the project. In addition, all of the approval criteria listed below ~~must~~ shall be met:
      - ~~(i) — Proof of registered nonprofit status;~~

- (ii) ~~(i)~~ Adequate documentation that the housing meets appropriate standards regarding household income, rent levels, sales price, location, and number of units;
- (iii) ~~(ii)~~ For rental housing, adequate documentation that the housing ~~shall~~ must remain exclusively available to low-income households at affordable rents for the period of affordability;
- (iv) ~~(iii)~~ For home ownership housing, adequate documentation that this housing is sold exclusively to low-income households at an affordable sales price, and additional documentation that if the housing is resold within the period of affordability, the housing ~~shall~~ must only be sold to another low-income household at an affordable sales price;
- (v) ~~(iv)~~ Adequate documentation that if, within the period of affordability, the use of the property is no longer for low-income housing, the owner ~~shall~~ must pay the waived development fee from which the owner or any prior owner was exempt; and
- (vi) ~~(v)~~ Recording of appropriate covenants and documentation to ~~insure~~ ensure compliance with the requirements specified in this subsection.

- (2) **Low Income Citizens.** Development fees required by this code may be waived by the Director when the applicant is considered to be low income, as determined by the HUD income limits in effect at the time of submittal.

\*\*\*\*

**Commentary:** *Notable amendments to Table 3.2.210 include:*

- *Adding the Commercial to Residential Conversion Standards to the Residential Districts (R-1, R-2, or R-3)*
- *Income-Qualified Housing is not included as a separate permitted use in the residential districts or districts where housing is allowed outright subject to special standards. Listing income-qualified housing as a permitted use where housing is already allowed outright would have the effect of putting in place special rules for income-qualified housing that don't apply to market rate housing. The code includes income-qualified housing as a special permitted use only in land use districts where the standards for income-qualified housing are more permissive than those for market-rate housing.*
- *In the existing table, multiple unit housing is subject to 4.7.375 thru 4.7.385, which also includes 4.7.380. To clarify that not all of the multiple unit housing standards will apply depending on if the applicant elects to use the Clear and Objective or Discretionary tract, the multiple unit housing standards are listed separately. Both 'P' and 'S' are referenced in the R-2 and R-3 column for multiple unit housing since Site Plan Review is sometimes required.*



- *Fixing any reference to code standards that were incorrect or changed with these code amendments in the table.*

**3.2.200 – Residential Districts (R-1, R-2, R-3)**

- (A) Permitted Uses. The land uses listed in Table 3.2.210 are permitted in the residential districts, subject to the provisions of this chapter. Only land uses that are specifically listed in Table 3.2.210, land uses that are incidental and subordinate to a permitted use, and land uses that are approved as "similar" to those in Table 3.2.210 are permitted.
- (B) Determination of Similar Land Use. Similar use determinations must be made in conformance with the procedures in SDC 5.11.100, Interpretations.
- (C) Exceptions. Existing uses and buildings lawfully established under previously effective land use regulations can continue subject to SDC 5.8.100, Non-Conforming Uses—Determination, Continuance, Expansion and Modification, except as otherwise specified in this section.

Table 3.2.210 Permitted Uses				
Uses	Districts			Applicable code standards
	R-1	R-2	R-3	
<b>Residential</b>				
Single-Unit Dwelling, detached (SD-D)	P	N	N	
Duplex	p*	p*	N	SDC <a href="#">3.2.245</a>
Triplex/Fourplex	p*	p*	p*	SDC <a href="#">3.2.250</a> and <a href="#">3.2.255</a>
Townhouse (Single-Unit Dwelling, attached, e.g., row houses, etc.)	p*	p*	p*	SDC <a href="#">3.2.250</a> and <a href="#">3.2.265</a>
Cottage Cluster Housing	p*	p*	p*	SDC <a href="#">3.2.250</a> and <a href="#">3.2.260</a>
Courtyard Housing	p*	p*	p*	SDC 3.2. <del>270</del> <a href="#">335</a>
Emergency Medical Hardship	p*	p*	p*	SDC <a href="#">4.7.400</a>
Accessory Dwelling Units (ADUs)	p*	p*	p*	SDC <a href="#">3.2.275</a>
Single Room Occupancy (SROs)	P	P	P	
<b>Short Term Rental</b>				
Type 1	p*	p*	p*	SDC <a href="#">4.7.355</a>
Type 2	D*	D*	D*	SDC <a href="#">4.7.355</a>
Manufactured Dwelling Park	<del>P</del> -S*	<del>P</del> -S*	N	SDC <a href="#">4.7.345</a>

Table 3.2.210 Permitted Uses				
Uses	Districts			Applicable code standards
	R-1	R-2	R-3	
Multiple Unit Housing	N	P*	P*	SDC <a href="#">4.7.375</a> , <a href="#">4.7.380</a> , and <del>thru</del> <a href="#">4.7.385</a>
Family Child Care Home	P	P	P	
Child Care Center	<u>PS*</u>	<u>PS*</u>	<u>PS*</u>	SDC 4.7.340
Residential Care Facility; <del>5 or fewer people</del>	P*	P*	P*	SDC <a href="#">4.7.350</a>
<u>Conversion from commercial to residential use</u>	<u>S*</u>	<u>S*</u>	<u>S*</u>	<u>SDC 4.7.215</u>
<del>Residential Care Facility; 6 or more people</del>	<del>P, S*</del>	<del>P, S*</del>	<del>P, S*</del>	<del>SDC 4.7.350</del>
<b>Public and Institutional*</b> (SDC <a href="#">4.7.375</a> )				
Automobile Parking, Public Off-Street Parking	N	D	D	
Club (see definition SDC <a href="#">6.1.110</a> ) <del>(C)</del>	N	N	N	
Community Service; includes Governmental Offices	N	D	D	
Community Garden	D	D	D	
Educational Facilities: Elementary and Middle Schools	D*	D*	D*	SDC <a href="#">4.7.195</a> and 5.9.110
Emergency Services; Police, Fire, Ambulance	D, S	D, S	D, S	
Parks and Open Space, including Playgrounds, Trails, Nature Preserves, Athletic Fields, Courts, Swim Pools, and similar uses	P/D*	P/D*	P/D*	SDC <del>4.7.200</del> <a href="#">330</a>
Place of Worship	D, S*	D, S*	D, S*	SDC <del>6.1.110</del> <a href="#">4.7.370</a>
<b>Commercial*</b> (SDC 4.7.375)				
Home Business	P*	P*	P*	SDC <a href="#">4.7.365</a>
Professional Office	S*	S*	S*	SDC <del>4.7.335</del> <a href="#">4.7.190</a>
Mixed-Use Buildings	S*	S*	S*	SDC <del>4.7.180</del> (C) and <a href="#">4.7.375</a>
<b>Public Utility Facilities</b>				
<u>High impact public utility facility</u>	<u>S/D*</u>	<u>S/D*</u>	<u>S/D*</u>	<u>SDC 4.7.160</u>
<u>Low impact public utility facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Certain wireless telecommunications systems facilities</u>	<u>SDC 4.3.145</u>			

P = Permitted Use; S = Site Plan Required; D = Discretionary Use Permit Required; N = Not Allowed;  
\* = Permitted in conformance with cited code standards.

**Commentary:** House Bill 3395 established a density for single room occupancy (SRO) units. The bill states that “single room occupancy means a residential development with no fewer than four attached units. Within an urban growth boundary, each local government shall allow the development of a single room occupancy: (a) With up to six units on each lot or parcel zoned to allow for the development of a detached single-family dwelling; and (b) With the number of units consistent with the density standards of a lot or parcel zoned to allow for the development of residential dwellings with five or more units.” This is interpreted to mean, that in the R-1 district, a lot or parcel can contain up to 6 SRO units. In the R-2 and R-3 districts where multiple-family dwellings are allowed, the density of SROs will match the density in the applicable district. Table 3.2.215 has been amended to reflect this change.

**3.2.215 Lot Area and Dimensions.**

(A) In addition to applicable provisions contained elsewhere in this code, the development standards listed in this section apply to all development in residential districts. In cases of conflicts, standards specifically applicable in the residential land use district apply. In cases of conflicts in this section between the general standards and the area-specific standards, the area-specific standards apply.

Lot area and lot dimension standards for residential uses are listed in Table 3.2.215. For other residential uses listed in Table 3.2.210, the lot area and dimensions are subject to the type of residential structure being occupied. Lot development must be in conformance with SDC 3.2.235, Density.

The following Table 3.2.215 sets forth residential land use district development standards, subject to SDC 4.7.300—4.7.400. Lots created by a middle housing land division are not subject to the minimum and maximum lot sizes specified in this section, except as applicable to the parent lot or parcel.

**Table 3.2.215 Residential District Density Standards and Minimum Lot Size**

Where a minimum lot size listed in this table conflicts with the maximum net density, by resulting in development that exceeds the applicable maximum net density, the maximum net density standard will prevail. This may result in an increase in the minimum lot size provided in this table. Where no minimum lot size is listed, the minimum lot size is determined solely based on the applicable maximum net density.

Minimum lot sizes listed in this table for middle housing types apply to the parent lot and not to any lots resulting from a middle housing land division approved under SDC [5.12.200](#).

Density standards and minimum lot sizes within the Hillside Overlay District are provided in SDC [3.3.520](#).

Density (see SDC <a href="#">3.2.235</a> below)	R-1	R-2	R-3
Single unit dwelling,  detached	6 units per net acre minimum	N/A	

**Table 3.2.215 Residential District Density Standards and Minimum Lot Size**

Where a minimum lot size listed in this table conflicts with the maximum net density, by resulting in development that exceeds the applicable maximum net density, the maximum net density standard will prevail. This may result in an increase in the minimum lot size provided in this table. Where no minimum lot size is listed, the minimum lot size is determined solely based on the applicable maximum net density.

Minimum lot sizes listed in this table for middle housing types apply to the parent lot and not to any lots resulting from a middle housing land division approved under SDC [5.12.200](#).

Density standards and minimum lot sizes within the Hillside Overlay District are provided in SDC [3.3.520](#).

Density (see SDC <a href="#">3.2.235</a> below)	R-1	R-2	R-3
	14 units per net acre maximum  3,000 sq ft minimum lot size		
<u>Single room occupancy</u>	<u>Up to 6 SRO units per lot or parcel</u>  <u>3,000 sq ft minimum lot size</u>	<u>79 SRO units per net acre minimum</u>  <u>168 SRO units per net acre maximum</u>	<u>163 SRO units per net acre minimum</u>  <u>252 SRO units per net acre maximum</u>
Duplex	6 units per net acre minimum  No maximum density  3,000 sq ft minimum lot size	14 units per net acre minimum  28 units per net acre maximum  3,000 sq ft minimum lot size	N/A
Triplex and fourplex	6 units per net acre minimum  No maximum density  Triplex: 5,000 sq ft minimum lot size  Fourplex: 7,000 sq ft minimum lot size	14 units per net acre minimum  28 units per net acre maximum	28 units per net acre minimum  42 units per net acre maximum
Townhome	6 units per net acre minimum	14 units per net acre minimum	28 units per net acre minimum



**Table 3.2.215 Residential District Density Standards and Minimum Lot Size**

Where a minimum lot size listed in this table conflicts with the maximum net density, by resulting in development that exceeds the applicable maximum net density, the maximum net density standard will prevail. This may result in an increase in the minimum lot size provided in this table. Where no minimum lot size is listed, the minimum lot size is determined solely based on the applicable maximum net density.

Minimum lot sizes listed in this table for middle housing types apply to the parent lot and not to any lots resulting from a middle housing land division approved under SDC [5.12.200](#).

Density standards and minimum lot sizes within the Hillside Overlay District are provided in SDC [3.3.520](#).

Density (see SDC <a href="#">3.2.235</a> below)	R-1	R-2	R-3
	25 units per net acre maximum  1,000 sq ft minimum lot size	28 units per net acre maximum  1,000 sq ft minimum lot size	42 units per net acre maximum  1,000 sq ft minimum lot size
Cottage cluster	4 units per net acre minimum  No maximum density  5,000 sq ft minimum lot size	14 units per net acre minimum  28 units per net acre maximum  5,000 sq ft minimum lot size	28 units per net acre minimum  42 units per net acre maximum  5,000 sq ft minimum lot size
Multiple unit housing	N/A	14 units per net acre minimum  28 units per net acre maximum	28 units per net acre minimum  42 units per net acre maximum
<u>Manufactured dwelling park</u>	<u>6 units per net acre minimum</u>  <u>14 units per net acre maximum</u>  <u>1 acre minimum lot size</u>	<u>14 units per net acre minimum</u>  <u>28 units per net acre maximum</u>  <u>1 acre minimum lot size</u>	<u>N/A</u>

Density fractions will be rounded as provided in SDC [3.2.235](#)(A).

**Commentary:** Add the height standards from SDC 4.7.405(H) for income-qualified housing in residential districts to SDC 3.2.230 and amend (A) to state that Table 3.2.230 refers to maximum building height.

- Note: Subsection (D)(3) 'Density and height in residential districts' was moved to a new section following the Planning Commission Public Hearing on April 2, 2024. Subsection (H) was created to clarify that the standards apply to any income-qualified housing in residential districts and not just development under ORS 197A.445.

**3.2.230 Height.**

- (A) The following building height maximums standards are intended to facilitate allowed residential densities while promoting land use compatibility.

Table <a href="#">3.2.230</a> Height	R-1	R-2	R-3
All Lots, except where specifically addressed below	35 feet	50 feet	none

- (B) Incidental equipment, as defined in SDC [6.1.110](#) may exceed the height standard.
- (C) Within the Hillside Development Overlay District, the maximum building height, as defined and calculated in SDC [6.1.110](#), is 45 feet.
- (D) Income-Qualified Housing in residential districts allowed pursuant to SDC 4.7.405 may meet the height standards of SDC 4.7.405(H).

*Commentary: House Bill 3395 established a density standard for single room occupancy (SRO), which requires that for the purposes of calculating density, 6 single room occupancy units is equal to 1 dwelling unit and that SRO units are permitted when “consistent with the density standards of a lot or parcel zoned to allow for the development of residential dwellings with five or more units.” The density standards for income-qualified housing in SDC 4.7.405 has also been added.*

- *Note: Subsection (D)(3) ‘Density and height in residential districts’ was moved to a new section following the Planning Commission Public Hearing on April 2, 2024. Subsection (H) was created to clarify that the standards apply to any income-qualified housing in residential districts and not just development under ORS 197A.445.*

*Only terms that are being added, amended, or removed are shown under this section. Subsection 3.2.235(D) that does not appear herein is not intended to be amended.*

**3.2.235 Density.**

- (A) The following net density standards apply to all new development in the R-1, R-2, and R-3 districts, except as specified in subsection (B) of this section. The net density standards shown in Table [3.2.215](#) are intended to ensure efficient use of buildable lands and provide for a range of needed housing, in conformance with the Springfield Comprehensive Plan. Where the density standards apply, the net density must be within the density range for the respective **zoning** district, except that density fractions 0.5 units per net acre or greater will be rounded up to the next whole number, and less than 0.5 unit per net acre will be rounded down to the preceding whole number.

The density standards may be averaged over more than 1 development phase (i.e., as in a subdivision or within the area subject to an adopted Master Plan). Within the Hillside Development Overlay District, the net density standards may be met through a density transfer bonus as provided in SDC [3.3.520](#)(D).

- (B) The net density requirements specified in Table [3.2.215](#) do not apply as follows:

- (1) Residential care homes/facilities.
  - (2) Accessory dwelling units (ADUs).
  - (3) Bed and breakfast inns.
  - (4) Nonresidential uses, including neighborhood commercial uses, public and institutional uses, and miscellaneous uses that do not include a dwelling unit.
  - (5) Buildings that are listed in the Inventory of Historic Sites within the Springfield Area Comprehensive Plan Exhibit "A" or buildings designated on the Historic National Landmarks Register.
  - (6) Residential infill, as defined in [SDC 6.1.100](#), is exempt from minimum density standards, except within the HD Overlay District as provided in [SDC 3.3.505](#) to [3.3.540](#).
  - (7) Partitions on properties that are large enough to be divided into 5 or more lots are exempt from minimum density standards as long as the size of the resulting parcels and siting of dwellings allow future development on these parcels at minimum densities.
  - (8) Income-Qualified Housing allowed pursuant to SDC 4.7.405 that complies with SDC 4.7.405(H).
- (C) Net density is defined in SDC [6.1.100](#) as the number of dwelling units for each acre of land in residential use, excluding: dedicated streets; dedicated parks; dedicated sidewalks; and other public facilities.

For the purposes of calculating residential net density, 6-4-single room occupancy (SRO) units equal 1 dwelling unit. Fractional dwellings will be rounded to the next higher number, e.g., 5-7 SRO rooms equal 2 dwellings. In the R-2 and R-3 districts, the number of SRO units must be consistent with the R-2 and R-3 density standards.

\*\*\*\*

*Commentary: Add the Income-Qualified Housing and Commercial to Residential Conversion Standards to the Commercial Districts, Table 3.2.320 Permitted Uses and fix any reference to code standards that were incorrect or changed with these code amendments in the table. The reference to the Metro Plan was updated to align with recent amendments related to adoption of the Springfield Comprehensive Plan Map and Land Use Element, which shows all plan designations in Springfield's UGB, including reflecting adopted refinement plan diagrams.*

### **3.2.300 – Commercial Districts**

**3.2.320 Permitted Uses.**

(A) The land uses listed in Table 3.2.320 are permitted in each of the applicable districts, subject to Site Plan Review approval and the provisions of this section.

Table 3.2.320 Permitted Uses					
Land Use	Commercial District				Applicable code standards
	NC**	CC	MRC	GO	
<b>Commercial</b>					
Retail Sales and Service (non-automobile dependent/oriented)	P*	P	P	P*	SDC <a href="#">4.7.230</a> and <a href="#">4.7.235</a> <a href="#">3.2.330</a>
Retail Sales and Service (automobile dependent)	N	P*	P*	N	SDC <a href="#">4.7.115</a>
Retail Sales and Service (automobile oriented)	N	P*	P*	N	SDC <a href="#">4.7.115</a>
Marijuana Business: marijuana retail outlet (recreational or medical)	N	P*	P*	N	SDC <a href="#">4.7.177</a>
Recreation Facilities	P*	P*	P*	N	SDC <a href="#">4.7.205</a>
Eating and Drinking Establishments (with drive-through)	P	P	P	N	
Eating and Drinking Establishments (without drive-through)	P	P	P	P*	SDC <a href="#">4.7.145</a> <a href="#">3.2.330</a>
Offices and Clinics	P	P	P	P	
Animal Hospital, Animal Clinic, or Kennel	N	P*	N	N	SDC <a href="#">4.7.110</a>
Garden Supply or Feed Store	N	P	P*	N	SDC <a href="#">4.7.150</a> <a href="#">3.2.330</a>
Manufactured unit as a temporary construction office, security quarters, or general office	P*	P*	P*	P*	SDC <a href="#">4.7.185</a> , <a href="#">4.8.110</a> , and <a href="#">4.8.120</a>
Manufactured home as a manufactured home sales office	P*	P*	P*	N	SDC <a href="#">4.8.115</a>
<b>Lodging</b>					
Hotels and Motels	N	P	P	N	
Short Term Rentals (Type 1 and 2)	P*	P*	N	N	SDC <a href="#">4.7.355</a>
Hostel	P	P	N	N	



Table 3.2.320 Permitted Uses					
Land Use	Commercial District				Applicable code standards
	NC**	CC	MRC	GO	
Emergency Housing	N	P	N	N	
RV Park	N	P*	N	N	SDC <a href="#">4.7.220</a>
<b>Industrial</b>					
Manufacture or assembly of goods or products to be sold on premises	N	P*	N	N	SDC <a href="#">4.7.175</a> <a href="#">3.2.330</a>
Warehouse and Wholesale Sales	N	P*	N	N	SDC <a href="#">4.7.175</a> <a href="#">3.2.330</a>
<b>Residential</b>					
Residential uses in areas designated mixed use in: the <a href="#">Metro-Plan Springfield Comprehensive Plan</a> ; a Refinement plan; or in mixed use district in this code	P*	P*	<u>P*</u>	N	SDC <a href="#">3.2.330</a> <a href="#">4.7.210</a>
<a href="#">Conversion from commercial to residential use</a>	<u>P*</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	<a href="#">SDC 4.7.215</a>
<a href="#">One single-unit dwelling, attached or detached, as a secondary use</a>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<a href="#">SDC 3.2.220 thru 3.2.225</a>
<a href="#">Income-Qualified Housing</a>	<u>P*</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	<a href="#">SDC 4.7.370 and 4.7.405</a>
Family Child Care Home	P	P	P	P	
Child Care Center	<u>P*</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	<a href="#">SDC 4.7.340</a>
<b>Transportation Facilities</b>					
Dock, Boat Ramp, and Marinas	N	D	N	N	
Heliport or Helistop	N	P*	P*	N	SDC <a href="#">4.7.240</a>
Transit Station	N	P*	P*	N	SDC <a href="#">4.7.240</a>
Linear Park	P	P	P	P	
Bicycle Paths and Pedestrian Trails	P	P	P	P	
<b>Other</b>					
Secondary Use (as defined)	P	D	D	P*	SDC <a href="#">4.7.320</a> <a href="#">3.2.330</a>

Table 3.2.320 Permitted Uses					
Land Use	Commercial District				Applicable code standards
	NC**	CC	MRC	GO	
Accessory Use (as defined)	<u>P*</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	<u>SDC 4.7.360</u>
Agricultural cultivation of vacant land	N	P	P	N	
<b>Public and Institutional</b>					
Private/Public Elementary and Middle Schools	D*	D*	N	N	SDC <u>4.7.195</u> and 5.9.110
Branch Educational Facilities	P	P	P	N	
Place of Worship	<u>P*</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	SDC <u>6.1.1104.7.370</u>
Club (see definition SDC <u>6.1.110</u> )	P	P	P	N	
Hospital	P	P	P	N	
Community Service; includes Governmental Offices	P	P	P	P	
High impact public utility facilities	<u>P*/D</u>	<u>P*/D</u>	<u>P*/D</u>	<u>P*/D</u>	SDC <u>4.7.160</u>
Low impact public utility facilities	P	P	P	P	
Communication towers, including antennas and relay equipment	N	D	D	N	
Wireless Telecommunications System (WTS) Facilities	See SDC <u>4.3.145</u>	See SDC <u>4.3.145</u>	See SDC <u>4.3.145</u>	See SDC <u>4.3.145</u>	SDC <u>4.3.145</u>

P = Permitted Use; D = Discretionary Use permit required; N = Not Allowed;

\* Permitted subject to cited code standards.

\*\* Subject to SDC 4.7.375, where applicable.

*Commentary: The applicable standard in (B) was incorrectly listed as 4.2.105(N). That error was corrected below.*

*Only terms that are being added, amended, or removed are shown under this section. Other standards in 3.2.325 that do not appear herein, are not intended to be amended.*

### 3.2.325 Development Standards.

\*\*\*\*

#### (B) Setbacks.

- (1) Setbacks provide separation between commercial and non-commercial uses for fire protection/security, building maintenance, sunlight and air circulation, noise buffering, and visual separation. All developments must meet applicable fire and building code standards, which may require greater setbacks than those listed in this section (e.g., for combustible materials, etc.).
- (2) Required setbacks are measured from the special street setback in SDC [4.2.105\(MN\)](#), where applicable.

\*\*\*\*

*Commentary: The standards in this section were moved from 4.7.100 as they only apply to the commercial districts; specifically, SDC 4.7.145 and 4.7.235 (Eating and Drinking Establishments and Small Scale Repair and Maintenance Services (in the NC District)), SDC 4.7.110 (Animal Overnight Accommodations (permitted in the CC District only)) and 4.7.175 (Manufacturing as a Secondary Use in Commercial Districts (permitted in the CC District)), SDC 4.7.230 (Secondary Retail Sales in the GO District), and SDC 4.7.210 (Residential Uses in Commercial Districts).*

### **3.2.330 Development Standards – Specific.**

#### **(A) NC Development Standards.**

- (1) Small scale repair and maintenance services must take place entirely indoors, and buildings must be utilized to ensure that noise or odor do not disturb the normal operation and tranquility of neighboring residential and business areas.

#### **(B) CC Development Standards.**

- (1) In the CC District, the manufacturing or assembly of goods or products must occur indoors, must not generate more noise, odor or other physical attributes than the permitted uses, must occupy less than 50 percent of the floor area of the building, and the goods or products must be sold on premises.
- (2) In the CC District, Buildings used for the overnight accommodation of animals, and structures that enclose animals outside of buildings, must be constructed to ensure that noise or odor do not disturb the normal operation or tranquility of neighboring residential, business, campus industrial or public land uses.

#### **(C) MRC Development Standards.**

- (1) Garden supply and feed and seed stores must be permitted only as secondary uses in the MRC District. The bulk storage or sales of fertilizer, feed or plant materials that require heavy equipment for loading is prohibited.

#### **(D) GO Development Standards.**

(1) The cumulative total area of sit-down restaurants and delicatessens, secondary retail uses and exercise studios in the GO District must be limited to no more than 10 percent of the gross floor area of the office building in which they are sited.

(E) Commercial Districts in Areas Designated Mixed-Use on the Springfield Comprehensive Plan Map. In commercial districts in areas designated mixed use on the Springfield Comprehensive Plan Map or a Refinement Plan diagram, Plan District map, or Conceptual Development Plan, multiple unit housing developments must meet the standards as specified in the applicable regulation. R-2 and R-3 District standards contained in this code must be followed where the Springfield Comprehensive Plan Map, a Refinement Plan diagram, Plan District map, or Conceptual Development Plan does not specify development standards, or in areas where no applicable regulation has been prepared.

*Commentary: Add the Income-Qualified Housing Standards to the Industrial Districts, Table 3.2.420 Permitted Uses and fix any reference to code standards that were incorrect or changed with these code amendments in the table.*

**3.2.400 – Industrial Districts**

**3.2.420 Permitted Uses.**

(A) The land uses listed in Table [3.2.420](#) are permitted in each of the applicable districts, subject to the provisions of this section.

Table <a href="#">3.2.420</a> Permitted Uses					
Land Use	Industrial District				Applicable code standards
	**CI	LMI	HI	*SHI	
<b>Industrial</b>					
Heavy Manufacturing and Production	N	D	P	P	
Light Manufacturing, Fabrication, and Repair	D	P	P	P	
Industrial Service	P	P	P	P	
*Warehouse and Wholesale Sales	P	P	P	P	SDC <a href="#">4.7.2453.2.428</a>
Waste-Related	N	N	D	D	
Explosives or fireworks, manufacturing, warehouse, or distribution.	N	D	D	N	
Corporate Office/Headquarters	P <del>(4)</del>	P	P	P	SDC <a href="#">4.7.100</a>
Outdoor storage directly related to an approved use	N	P	P	P	



Table 3.2.420 Permitted Uses					
Land Use	Industrial District				Applicable code standards
	**CI	LMI	HI	*SHI	
Automobile wrecking, or towing service operations	N	N	D	N	
Industrial Park	N	P	P	P	
Business Park	P	N	N	N	
Slaughterhouse	N	N	D	N	
<b>Other</b>					
*Secondary Use (as defined)	P	D	D	D	<a href="#">SDC 3.2.415</a>
*Accessory Use (as defined)	P	P	P	P	<a href="#">SDC 3.2.415</a>
*Marijuana Production facility	N	N	P	P	<a href="#">SDC 4.7.177</a>
*Marijuana Processing facility	N	P	P	N	<a href="#">SDC 4.7.177</a>
*Marijuana Wholesale facility	N	P	P	N	<a href="#">SDC 4.7.177</a>
*Marijuana Retail outlet or sales, as primary or secondary use	N	N	N	N	<a href="#">SDC 4.7.177</a>
*Recreational Facilities	N	P	P	P	<a href="#">SDC 4.7.205</a>
Child Care Centers	P	P	N	N	<a href="#">SDC 4.7.340</a>
Bicycle paths and pedestrian trails	P	P	P	P	
Linear Parks	P	P	P	P	
Agricultural cultivation of vacant land	P	P	P	P	
<u>Income-Qualified Housing</u>	<u>P*</u>	<u>P*</u>	<u>N</u>	<u>N</u>	<a href="#">SDC 4.7.405</a>
<b>Public and Institutional</b>					
*Education facilities (schools)	N	D*	N	N	<a href="#">SDC 4.7.195</a>
*High impact public utility facilities	D	P	P	P	<a href="#">SDC 4.7.160</a>
Low impact public utility facilities	P	P	P	P	
*Wireless Telecommunications System (WTS) Facilities	N	See <a href="#">SDC 4.3.145</a>	See <a href="#">SDC 4.3.145</a>	See <a href="#">SDC 4.3.145</a>	<a href="#">SDC 4.3.145</a>

P = Permitted Use; D=Discretionary Use permit required; N=Not Allowed;

\* Permitted subject to cited code standards; In the SHI District, the standard is found in [SDC 3.2.425\(A\)\(1\)](#).

\*\* Uses in the CI District must meet the operational performance standards specified in [SDC 3.2.430](#).

**Commentary:** *The standards in this section were moved from SDC 4.7.170 Manufactured Dwelling as a Permanent Office and SDC 4.7.245 Warehouse Commercial Retail and Wholesale as the uses are specific to the Industrial Districts.*

**3.2.428 Development Standards—Specific.**

(A) **Manufactured Dwelling as a Permanent Office Use.** A manufactured dwelling, provided it meets City and State construction and safety standards for the proposed use, may be used as a permanent office building in the Light-Medium Industrial and Heavy Industrial Districts provided the following conditions are met prior to occupancy:

- (1) A permanent foundation is provided for the manufactured dwelling.
- (2) Siding must be compatible with adjacent structures; the roof must have a minimum 16 percent pitch.
- (3) Foundation covers, skirting, landscaping and backfill are required.
- (4) Compliance with these regulations is a condition of continued use of the manufactured dwelling on the property.

(B) **Warehouse Commercial Retail and Wholesale.**

- (1) Buildings must be located in the front of lots/parcels, where possible, to minimize the visibility of outdoor storage yards or areas.
- (2) Any outdoor storage yard or area must be surrounded by a sight-obscuring fence.

**EXCEPTION:** Sales of heavy equipment and trucks does not require fencing.

- (3) In the Downtown Exception Area, the storage and display of rental equipment must be confined within a building.
- (4) For mini-storage facilities, an on-site manager's living quarters must be permitted when the living quarters are constructed as part of and attached to a new or existing mini-storage facility.
- (5) **Light-Medium Industrial and Warehousing.** For Warehouse-Commercial use, at least 50 percent of the structure must be used for storage of materials and 50 percent or less may be used for combined retail and office floor space.

*Commentary: Add the Income-Qualified Housing and Commercial to Residential Conversion Standards to the Medical Services Zoning District, Table 3.2.510 Permitted Uses and fix any reference to code standards that were incorrect or changed with these code amendments in the table.*

### **3.2.500 – Medical Services Zoning District**

#### **3.2.510 Schedule of Use Categories.**

The following buildings and uses are permitted in this district as indicated subject to the provisions, additional restrictions and exceptions specified in this code. Secondary retail uses ~~shall~~ **must** be limited to 20 percent of the total gross floor area of all buildings on the site.

<i>Uses/Use Categories</i>	<i>MS District</i>
Primary Uses	
Hospital services	P
Medical clinics	P
Physicians services	P
Medical laboratory services	P
Dental services	P
Dental laboratories	P
<b>Primary Uses</b>	-
Housing for the elderly and handicapped, independent of care facilities	P
Residential care facilities	P
<u>Conversion from commercial to residential use (SDC 4.7.215)</u>	<u>P</u>
<u>Income-Qualified Housing (SDC 4.7.370 and 4.7.405)</u>	<u>P</u>
Child care center ( <u>SDC 4.7.340</u> )	P
Adult day care facilities subject to any applicable State regulations	P
Certain Wireless Telecommunications Systems Facilities (SDC <u>4.3.145</u> )	P
Health Services	P
Medical Office Buildings	P
<b>Secondary Uses</b>	
Dispensing pharmacies	P
Prosthesis, hearing and speech aids sales and service	P
Home medical equipment rental and sales	P
Cafeterias, medical related recreational facilities, low impact public utility facilities, and heliports and helistops serving and constructed in conjunction with on-site development.	P

**Commentary:** *Notable amendments to this section include:*

- *Add Income-Qualified Housing and Commercial to Residential Conversion Standards to the Mixed-Use Zoning Districts, 3.2.610 Schedule of Use Categories.*
- *Fix incorrect references using P\* or S\* for permitted uses subject to cited standards to instead be listed as S as noted in the key prior to the previous Development Code Amendment Project. Remove the reference to SDC 4.7.100 in the description of “S” Special Standards to be consistent with other code sections that permit uses subject to certain SDC sections.*
- *Change the heading from ‘Residential Uses in Areas Designated Mixed-Use in the Metro Plan or Refinement Plans’ to just ‘Residential Uses’. Since these mixed-use districts were established to implement areas designated Mixed-Use by the Metro Plan (now Springfield Comp Plan) or on adopted refinement plans this title is redundant and doesn’t add any helpful detail.*
- *Fix any reference to code standards that were incorrect or changed with these code amendments in the table.*

**3.2.600 – Mixed-Use Zoning Districts**

### 3.2.610 Schedule of Use Categories.

The following uses are permitted in the districts as indicated, subject to the provisions, additional restrictions and exceptions specified in this code. Uses not specifically listed may be approved as specified in SDC [5.11.100](#).

“P” = **PERMITTED USE** subject to the standards of this code.

“S” = **SPECIAL STANDARDS** subject to ~~cited special locational and siting standards to be met prior to being deemed a permitted use (SDC 4.7.100).~~

“D” = **DISCRETIONARY APPROVAL** subject to review and analysis under Type 3 procedure (as a discretionary use under SDC [5.9.100](#) except where other criteria are indicated in the applicable special standards).

“N” = **NOT PERMITTED**

**SITE PLAN REVIEW SHALL BE IS REQUIRED** for all development proposals within all mixed use districts unless exempted elsewhere in this code.

Use Categories/Uses	Districts		
	MUC	MUE	MUR
<b><i>Accessory Use Structures</i></b>			
Accessory Structures (SDC 4.7. <del>360</del> 105)	N	P	S
<b><i>Agricultural and Animal Sales and Services</i></b>			
Agricultural cultivation of undeveloped land	N	P	P
Garden supplies	P	N	N
<b><i>Automotive Repair and Service</i></b>			
Garage, repair	N	P	N
Parking lots and parking structures (SDC <a href="#">4.7.180</a> )	S	P	S
Tires, batteries and accessories	N	P	N
Operation, maintenance, repair, expansion and replacement of automobile, light truck sales, new and used, including accessory repair garages, parts and accessory sales on land where such uses lawfully existed as of June 3, 2002, owned, leased and controlled by a single entity	P* *Only in Downtown Mixed-use area	N	N
<b><i>Business and Professional Offices and Personal Services</i></b>			
Accountants, bookkeepers and auditors	P	P	P
Advertising/marketing agencies	P	P	P
Architects, landscape architects and designers	P	P	P
Art studios, fine	P	N	P
Art restoration	P	N	P
Attorneys	P	P	P
Audio/video production studio	P	P	N
Authors/composers	P	N	P
Banks, credit unions and savings and loans	P	P	P
Barber and beauty shops	P	P	P
Blue printing, photostating, and photo developing	P	P	N



Use Categories/Uses	Districts		
	MUC	MUE	MUR
Business schools	P	N	N
Business, labor, scientific and professional organizations and headquarters	P	P	P
Catering services	P	P	N
Clinics and research/processing laboratories	P	P	P
Collection agencies	P	N	P
Commodity contract brokers and dealers	P	P	P
Computer and information services	P	P	P
Dentists	P	P	P
Detective and protective agencies	P	N	P
Doctors	P	P	P
Drafting, graphic and copy services	P	P	P
Employment agencies and services	P	P	P
Engineers and surveyors	P	P	P
Financial planning, investment services	P	P	P
Graphic art services	P	P	P
Gymnastics instruction	P	P	N
House cleaning services	P	N	N
Insurance carriers, agents, brokers and services	P	P	P
Interior decorator and designers	P	N	P
Laundry, dry cleaners, including self-service, and ironing services	P	P	N
Loan companies, other than banks	P	P	P
Locksmiths	P	P	P
Lumber brokers	P	P	P
Mailing services/mail order sales	P	P	P
Management and planning consultants	P	P	P
Manufactured unit as a temporary construction office, night watchperson's quarters or general office (SDC <a href="#">4.8.110</a> , <a href="#">4.7.185</a> , and <a href="#">4.7.1703.2.428</a> )	P/S	P/S	N
Motion picture studio/distribution	P	P	N
Non-profit organizations	P	N	P
Opticians	P	P	P
Performing arts instruction	P	N	P
Photocopying	P	P	P
Photography studios	P	P	P
Planners, land use	P	P	P
Printing/publishing	P	P	N
Psychologists and counselors	P	P	P
Real estate sales and management	P	N	P
Scientific and educational research	P	P	P
Security systems services	P	P	N
Self-defense studio	P	P	N
Shoe repair	P	P	P

Use Categories/Uses	Districts		
	MUC	MUE	MUR
Stenographers and secretarial services	P	P	P
Stockbrokers	P	P	P
Swimming pool cleaning	P	N	N
Tailors	P	N	P
Tanning salons	P	N	P
Title companies	P	N	P
Telephone answering services	P	P	P
Travel agencies	P	P	P
TV and radio broadcasting studios (does not include antennae)	P	P	N
Typing services	P	P	P
Window cleaning	P	N	N
<b>Communications Facilities</b>			
Communications towers, including antennas and relay equipment. Certain Wireless Telecommunications Systems Facilities (See SDC <a href="#">4.3.145</a> )	N	D	N
<b>Child Care Facilities</b>			
Child Care Center (See standards in SDC 4.7.340 for MUR)	P	P	S
<b>Eating and Drinking Establishments</b>			
Cafeteria (serving employees only)	P	P	N
Cocktail lounges	P	P	N
Delicatessens and sit down restaurants including espresso shops	P	P	P
Drive up restaurants and espresso shops (SDC <a href="#">4.7.180</a> )	S	P	N
Taverns and brew pubs	P	P	N
<b>Educational Facilities - Public and Private Elementary and Middle Schools</b>			
1 to 5 students in a private home (in a 24-hour period)	N	N	P
6 or more students in a private home	N	D	D
Private/public elementary and middle schools (SDC <a href="#">4.7.195</a> )	N	D	D
Secondary schools and colleges	N	D	N
<b>Residential Care Facilities</b>			
Residential Care Facility	N	N	D
<b>Home Business</b>			
Home Business (SDC <a href="#">4.7.365</a> )	S	S	S
<b>Manufacture and/or Assembly of:</b>			
Appliances	N	P	N
Apparel and other finished products made from canvas, cloth, fabrics, feathers, felt, leather, textiles, wool, yarn and similar materials	P	P	N
Communication equipment, including radio and television equipment	N	P	N
Costume jewelry, novelties, buttons and misc. notions	N	P	N
Cutlery, hand tools and hardware	N	P	N
Electronic components and accessories	N	P	N
Electronic transmission and distribution equipment	N	P	N
Engineering, laboratory, scientific, and research instruments	N	P	N

Use Categories/Uses	Districts		
	MUC	MUE	MUR
Finished wood manufacturing and assembly including cabinets and door frames	N	P	N
Furniture, including restoration	N	P	N
Greeting cards, business forms and other business related printing	N	P	N
Measuring, analyzing, and controlling instruments	N	P	N
Medical, dental, and surgical equipment and supplies	N	P	N
Medicinal chemicals and pharmaceutical products	N	P	N
Metal fabrication and machine shops	N	P	N
Musical instruments	N	P	N
Prosthetic and orthopedic devices	N	P	N
Office computing and accounting equipment	N	P	N
Optical instruments, including lenses	N	P	N
Perfumes and toiletries	N	P	N
Photographic equipment and supplies	N	P	N
Signs and advertising display	N	P	N
Toys, sporting and athletic goods	N	P	N
Watches, clocks, and related components	N	P	N
<b>Other Industrial Uses</b>			
Industrial/Business Parks (SDC <a href="#">3.2.450</a> )	N	S	N
Media productions, including TV and radio broadcasting, motion picture production and newspaper/book/periodical publishing	P	P	N
Regional distribution headquarters, including indoor storage	N	P	N
Research development and testing laboratories and facilities	N	P	N
Accessory structures	N	P	N
Administrative professional or business offices	N	P	N
<b>Public Utility Facilities</b>			
High impact facilities (SDC <a href="#">4.7.160</a> )	N	S	N
Low impact facilities	P	P	N
<b>Recreational Facilities (SDC <a href="#">4.7.205</a>)</b>			
Arcades	P	P	N
Art studios, performing	P	P	N
Auditoriums	N	P	N
Bingo parlors	N	P	N
Bowling alleys	P	P	N
Dance halls	N	P	N
Exercise studios	P	P	P
Gyms and athletic clubs	P	P	N
Hot tub establishments	P	P	P
Miniature auto race track (e.g., slot car track)	P	N	P
Miniature golf	P	N	N
Movie theaters, indoor, single screen	P	P	N
Non-alcoholic night club (SDC <a href="#">4.7.205</a> )	S	P	N
Off-track betting facility	P	P	N

Use Categories/Uses	Districts		
	MUC	MUE	MUR
Parks, private and public	P	P	P
Playground	P	P	P
Play/tot lot	P	P	P
Pool halls	P	P	N
Recreation center	P	P	N
Skating rinks	N	P	N
Tennis, racquetball and handball courts	P	P	P
Theater, legitimate (live stage)	P	P	N
<b>Religious, Social and Civic Institutions</b>			
Branch educational facilities	P	P	D
Charitable services	P	N	D
Places of Worship (SDC <a href="#">6.1.1104.7.370</a> )	D	N	D
Community and senior centers	P	N	P
Fraternal and civic organizations	P	N	N
Hospitals	P	P	N
Public offices, including, but not limited to: administrative offices, libraries, museums, courts, and detention facilities.	P	N	D
Private/Public Elementary and Middle Schools (SDC <a href="#">4.7.195</a> )	N	D	D
<b>Residential Uses in Areas Designated Mixed Use in the Metro Plan Springfield Comprehensive Plan or Refinement Plans</b>			
Accessory structures (SDC 4.7.105)	S	P	S
Single-unit dwellings, <del>detached; and townhomes</del>	P	N	P
Duplexes (SDC <a href="#">3.2.245</a> )	<u>NP</u>	N	<u>PS</u>
<u>Single Room Occupancy (SDC 3.2.235(C))</u>	<u>P</u>	<u>N</u>	<u>P</u>
<u>Middle Housing (SDC 3.2.250)</u>	<u>S</u>	<u>N</u>	<u>S</u>
Multiple unit housing ( <a href="#">SDC 4.7.375, 4.7.380, and 4.7.385</a> )	<u>SP</u>	<u>SP</u>	<u>SP</u>
Short Term Rental			
Type 1 (SDC <a href="#">4.7.355</a> )	<u>SP*</u>	N	<u>SP*</u>
Type 2 (SDC <a href="#">4.7.355</a> )	<u>S*</u>	N	<u>S*</u>
<u>Income-Qualified Housing ** (Income-Qualified Housing is permitted subject to either (1) the approval standards in the district for residential uses; or (2) the approval standards in SDC 4.7.370 and 4.7.405.</u>	<u>S**</u>	<u>S**</u>	<u>S**</u>
<u>Conversion from commercial to residential use (SDC 4.7.215)</u>	<u>S</u>	<u>N</u>	<u>S</u>
<b>Retail Sales</b>			
Antiques	P	N	P
Apparel	P	N	P
Art galleries and museums	P	N	P
Art supplies	P	N	P
Bakeries	P	P	P
Bicycles	P	N	P
Books	P	N	P
Cameras and photographic supplies	P	N	P



Use Categories/Uses	Districts		
	MUC	MUE	MUR
Candies, nuts and confectioneries	P	N	P
China, glassware and metalware	P	N	P
Cigars and cigarettes	P	N	N
Computers, calculators and other office machines	P	P	N
Convenience stores	P	P	P
Dairy products	P	P	P
Department stores	P	N	N
Drapery, curtains and upholstery	P	N	P
Dry goods and general merchandise	P	N	P
Electrical supplies	P	N	N
Fabrics and accessories	P	N	P
Film drop off and pick up (not a drive-through)	P	N	P
Fish	P	N	N
Floor coverings	P	N	P
Florists	P	N	P
Fruits and vegetables	P	N	P
Furniture	P	N	N
Furriers	P	N	N
Groceries	P	N	P
Hardware	P	N	N
Hobby supplies	P	N	N
Household appliances	P	N	N
Jewelry	P	N	N
Liquor outlets (State)	P	N	N
Luggage and leather	P	N	N
Magazines and newspapers	P	N	N
Mail order houses	P	N	N
Marijuana business: production, processing, wholesaling, retail	N	N	N
Meats	P	N	N
Medical and dental supplies	P	N	N
Musical instruments and supplies	P	N	N
Novelties and gifts	P	N	N
Office equipment	P	P	N
Paint, glass and wallpaper	P	N	N
Pharmacies	P	P	P
Pottery	P	N	N
Radios, televisions and stereos	P	N	N
Second hand and pawn shops	P	N	N
Sewing machines	P	N	N
Shoes	P	N	P
Small electrical appliances	P	N	N
Sporting goods	P	N	P
Stationary	P	P	P

Use Categories/Uses	Districts		
	MUC	MUE	MUR
Supermarkets	P	N	N
Toys	P	N	P
<b><i>Small Scale Repair and Maintenance Services (SDC 4.7.180)</i></b>			
Business machine repair	S	P	P
Electrical appliance repair	S	P	N
Furniture repair	S	P	N
Janitorial services	N	P	N
Small engine repair	S	N	N
Watch repair	P	P	P
<b><i>Transient Accommodations</i></b>			
Emergency shelter facilities	N	N	P
Hotels <del>(SDC 4.7.180)</del>	S	N	N
Youth hostels	P	N	N
<b><i>Transportation Facilities (SDC 4.7.240)</i></b>			
Heliports	N	P	N
Helistops	N	P	N
Linear park	P	P	P
Public transit station, without park and ride lot	P	P	P
<b><i>Transportation Related, Non-Manufacturing</i></b>			
Key/card lock fuel facilities	N	P	N
<b><i>Warehouse Commercial Retail and Wholesale Sales and Distribution</i></b>			
Cold storage lockers	N	P	N
Electrical supplies and contractors	N	P	N
Floor covering sales	N	P	N
Indoor storage, other than mini-warehouses, and outdoor storage areas/yards	N	P	N
Large electrical appliance sales	N	P	N
Merchandise vending machine operators	N	P	N
Plumbing and heating supplies and contractors	N	P	N
Unfinished furniture	N	P	N
Uses listed under automotive and retail which are wholesale uses	N	N	N
Regional distribution headquarters, including indoor storage	N	P	N
Warehouse/commercial uses engaged primarily in the wholesaling of materials to the construction industry	N	N	N
Wholesale trade, warehousing, distribution and storage (to include mini-storage)	N	N	N
<b><i>Secondary Uses Serving or Related to On-Site Commercial or Industrial Uses</i></b>			
Manufacture or assembly of goods or products to be sold on-premises	P	P	N
Accessory structures	N	P	N
Administrative professional or business offices	P	P	P
Blueprinting, photostatting, and photo developing	P	P	N

Use Categories/Uses	Districts		
	MUC	MUE	MUR
Cafeteria (serving employees only)	N	P	N
Child care facilities (primarily serving employees on site)	P	P	P
Developed recreation area (serving the development area)	N	P	P
Heliports and helistops	N	P	N
Financial institutions	P	P	P
Manufactured home used as a night watch person's quarters (SDC 4.7.185)	N	S	N
Outdoor storage of materials directly related to a permitted use (SDC 3.2.630(B)(3))	N	P	N

*Commentary: The Existing SDC reference is incorrect for maximum building height in the Mixed-Use Residential (MUR) district when abutting residential. The MUR district's density is regulated by height. Thus, the height in the MUR is limited by the abutting R-1 or R-2 district.*

### 3.2.615 Base Zone Mixed-Use Development Standards

The following base zone mixed-use development standards are established.

Development Standard	MUC	MUE	MUR
Minimum Area	6,000 square feet	10,000 square feet	See SDC 3.2.215
Minimum Street Frontage(1)	40 feet	75 feet	See SDC 3.2.215
Maximum Lot/Parcel Coverage	Lot/parcel coverage standards in the MUC and MUE Districts are limited only by standards (including, but not limited to: parking, landscaping) specified in SDC 4.4.105 and 4.6.100. Generally, there is no maximum lot/parcel coverage standard.		45%
Minimum Landscaping	Minimum requirements defined by standards in other sections of this code.		
Landscaped Setbacks(2), (3), (4) and (5)			
Front, Street Side Yard, and Through Lot/Parcel Rear Yard			
Building Setback	None	10 feet	See SDC 3.2.220
Parking, driveway, and outdoor storage setback	5 feet	5 feet	See SDC 3.2.220
Interior Side, Rear Yard Setbacks when Abutting Residential or CI Districts			
Building Setback	10 feet	10 feet	See SDC 3.2.220
Parking, Driveway, Outdoor Storage Setback	5 feet	5 feet	See SDC 3.2.220
Maximum Building Height(6)			
Maximum unless abutting residential districts (See below)	90 feet	60 feet	60 feet
When abutting <del>an R-1, R-2, or MUR a residential</del> District	No greater than that permitted in the R-1 or R-2 Districts for a distance of 50 feet from the abutting R-1, R-2, or MUR District.		See SDC 3.2.230

Development Standard	MUC	MUE	MUR
			<u>No greater than that permitted in the R-1 or R-2 districts for a distance of 50 feet from the abutting R-1 or R-2 district</u>

- (1) The Director may waive the requirement that buildable City lots/parcels have frontage on a public street when all of the following apply:
  - (a) The lots/parcels have been approved as part of a Development Area Plan, Site Plan, Subdivision or Partition application, and
  - (b) Access has been guaranteed via a private street or driveway by an irrevocable joint use/access agreement as specified in SDC 4.2.120(A).
- (2) There are no setback requirements for buildings in the Downtown Exception Area.
- (3) Where an easement is larger than the required setback standard, no building or above grade structure, except a fence, shall be built on or over that easement.
- (4) Required setbacks are measured from the special street setback in SDC 4.2.105(N), where applicable.
- (5) Architectural extensions may protrude into any 5-foot or larger setback area by not more than 2 feet.
- (6) Incidental equipment may exceed these height standards. In the MUE District, incidental equipment exceeding the height standards cannot occupy additional floor space.

*Commentary: Existing standards in the MUC and MUE district such as requirements for minimum floor area, do not apply to the income-qualified housing standards in 4.7.370 and 4.7.405. These provisions have been added below.*

**3.2.630 Mixed-Use Development Standards—Specific.**

**(A) MUC Development Standards.**

**(1) Preservation of the Commercial Land Supply.**

- (a) One hundred percent of a new mixed-use building footprint may be developed for commercial uses.
- (b) A minimum of 60 percent of the ground floor area within a new building in the MUC District ~~shall~~ **must** be dedicated to commercial uses to ensure that commercial land is preserved for primarily commercial purposes. Up to 100 percent of any building may be developed for residential uses so long as 60 percent of the total ground floor area within the development area is devoted to commercial uses.

**EXCEPTION:** This provision ~~shall~~ **does** not apply when commercial uses are proposed for an existing residential building within a commercial district that was within a commercial district prior to June 3, 2002, nor is it applicable to Income-Qualified Housing allowed under SDC 4.7.370 or 4.7.405.

- (a) The commercial uses on an MUC site ~~shall~~ **must** be developed prior to or concurrently with other proposed uses. Concurrency may be established



by approval of a Master Plan that provides a mix of uses that includes commercial and other proposed uses.

**EXCEPTION:** This provision ~~shall does~~ not apply to residential and/or limited manufacturing uses that are in existence as of June 3, 2002.

- (2) **Maximum Footprint for Retail Uses.** The maximum building footprint for a grocery store ~~shall be is~~ 70,000 square feet. The maximum building footprint for other single tenant wholesale or retail uses ~~shall must~~ be 50,000 square feet. The maximum footprint for all other uses ~~shall must~~ be based upon lot ~~or /~~parcel coverage and building setbacks.
- (3) **Minimum Floor Area Ratio.** A minimum floor area ratio (FAR) of 0.40 ~~shall be is~~ required for all new development or redevelopment in the MUC portion of the Downtown Mixed-Use Area. A FAR of 0.30 is required for new development on lots/parcels greater than 1 acre in the MUC District outside of the Downtown Mixed-Use Area. FAR is defined for this purpose as the amount of gross floor area of all buildings and structures on the building lot ~~or /~~parcel divided by the total lot ~~or /~~parcel area.

**EXCEPTION:** Existing auto and truck dealerships in the Downtown Mixed-Use Area as specified in SDC [3.2.610](#) under the automotive and truck sales, storage, repair and service category are exempt from the minimum floor area ratio requirement.

**(B) MUE Development Standards.**

**(1) Preservation of the Industrial Land Supply.**

- (a) A minimum of 60 percent of the gross floor area within a MUE District ~~shall must~~ be dedicated to industrial uses to ensure that industrial land is preserved for primarily industrial purposes.

**EXCEPTION:** Pre-existing structures and uses ~~shall be are~~ covered under the provisions of SDC [5.8.100](#) that addresses continuing non-conforming uses. ~~This provision does not apply to Income-Qualified Housing allowed under SDC 4.7.370 or 4.7.405.~~

- (b) “Businesses and Professional Offices and Personal Services” listed in SDC [3.2.610](#) ~~shall may~~ not have a ground floor area of more than 5,000 square feet for any single use.
- (c) The industrial uses on an MUE site ~~shall must~~ be developed prior to or concurrently with any other commercial or residential uses. Concurrency may be established by approval of a Master Plan that provides a mix of uses that includes commercial and other proposed uses.

**EXCEPTION:** Commercial and/or residential uses that are in existence as of June 3, 2002.

- (2) **Minimum Floor Area Ratio.** A minimum floor area ratio of 0.25 is required for all new development or redevelopment in the MUE District.
- (3) On-Site Design Standards specified in SDC [3.2.445](#) apply to development in the MUE District with the following exemptions:
  - (a) Outdoor storage is allowed, but storage areas ~~shall~~ are not ~~be~~ permitted in front or street-side yards.
  - (b) Outdoor storage ~~shall~~ must be screened from the view of adjacent properties and from public rights-of-way as specified in SDC [4.4.110](#). Painted structural screens ~~shall~~ must match the building color scheme of the development area.
  - (c) The minimum landscaped open space and the maximum impermeable surface standards specified in SDC [3.2.445](#) shall be reduced to 25 percent and 75 percent respectively.

**(C) MUR Development Standards.**

**(1) Preservation of the Residential Land Supply.**

- (a) A minimum of 80 percent of the gross floor area within a MUR District must be dedicated to multiple unit housing to ensure that medium and high density land is preserved for primarily residential purposes.

**EXCEPTION:** Pre-existing structures and uses ~~shall be~~ are covered under the provisions of SDC [5.8.100](#) that addresses continuing non-conforming uses.

- (b) The residential uses on an MUR site ~~shall~~ must be developed prior to or concurrently with any other commercial or industrial uses. Concurrency may be established by approval of a Master Plan that provides a mix of uses that includes commercial and other proposed uses.

**EXCEPTION:** Commercial and/or industrial uses that are in existence as of the adoption of this MUR District.

**(2) Minimum/Maximum Residential Densities.**

- (a) Minimum residential densities for strictly residential development within the MUR District ~~shall~~ must be 20 units per gross acre.
- (b) Minimum residential densities for developments that include mixed uses within the MUR District shall be 12 units per gross acre.

**EXCEPTION:** If less than 20 units per gross acre are provided, the development ~~shall~~ must include a minimum of 10 percent of the total gross floor area in nonresidential uses.

- (c) There ~~are is~~ no maximum residential densities established for the MUR District other than that imposed directly through compliance with the maximum building height.

~~EXCEPTION: Building heights shall regulate maximum densities.~~

**(3) Nonresidential Uses.**

- (a) Nonresidential uses in the MUR District ~~shall~~ must not exceed 5,000 square feet of ground floor area for each separate use and ~~shall~~ must be limited to a maximum of 20 percent of the total gross floor area in the development area.
- (b) Nonresidential uses developed as part of a mixed use building that includes housing ~~shall~~ must be developed to maintain a minimum density of 12 dwelling units per acre. When a development site is composed of 2 or more phases, each phase ~~shall~~ must also meet this standard.

**EXCEPTION:** Civic uses ~~shall are~~ not ~~be~~ a permitted use in the MUR District.

- (4) All development in the MUR District complies with the architectural design standards in SDC [4.7.375](#).

*Commentary: Add the Income-Qualified Housing and Commercial to Residential Conversion Standards to the Public Land and Open Space District, SDC 3.2.710 Schedule of Use Categories and fix any reference to code standards that were incorrect or changed with these code amendments in the table. Remove the reference to SDC 4.7.100 in the description of "S" Special Standards to be consistent with other code sections that permit uses subject to certain SDC sections.*

*This is a revised version of the schedule of uses in SDC 3.2.710. Uses previously marked with an "S" for special development standards are now listed as P\* with reference to applicable code standards. This approach matches the formatting for updated use tables in recent development code updates to commercial, industrial, and residential districts. See below for an explanation of the PLO District's legislative history of treatment of uses previously listed under "secondary uses" heading.*

**Legislative History of SDC 3.2-710 (formerly SDC 23.020)**

*May 1986 – Ordinance 5326 adopted Springfield Development Code to replace prior comprehensive zoning code.*

- Header as adopted was "Secondary Public Lands and Open Space"*

*November 1986 to 1991*

- Header was changed in a reprinting at some point.*
- No amendments to Section 23.020 were adopted by Ordinance during that time.*

*February 2006 – Ordinance 6154*

- First time that "secondary use" header was adopted in an ordinance.*

- *Purpose of amendments was to add to the use list under "Government"*
- *Recommend that uses added in or after Ordinance 6154 be limited to secondary uses since that information was in front of Council. (Conversely, recommend that other uses added before 2006 not be limited to secondary uses unless specifically described that way, since that limitation was arguably not in front of City Council at time use was added to code.)*

### **Notes on Proper Classification of Specific Uses in "Secondary Use" column**

#### Agricultural cultivation of undeveloped land

- *Internally inconsistent to allow only as "secondary use" if secondary use is defined as use that is secondary to a primary permitted use, because existence of primary permitted use would mean that land is not "undeveloped"*
- *Original to May 1986 Springfield Development Code (Ordinance 5326)*

#### Cafeteria and restaurants primarily serving the patrons of the development

- *Wording reflects intention to allow only as a secondary use*
- *Original to May 1986 Springfield Development Code*
- *Recommend updating to "Eating and drinking establishments as a secondary use primarily serving the development area" (to be consistent with terms used in other districts)*

#### Child care facilities

- *Before 2021 legislation and code update project, in other zones child care centers were noted as primarily serving the employees of the development or as secondary to the development, where not intended to be a primary use.*
- *Original to May 1986 Springfield Development Code*
- *Recommend changing to "Child care center" to match current defined term. Family child care home not allowed because residence is not allowed.*

#### Heliports and helistops

- *Special standards apply in SDC 4.7.240. Recommend keeping discretionary use.*
- *Original to May 1986 Springfield Development Code*

#### Office and storage yards that are incidental to a primary use

- *"Administrative Offices" are an outright permitted use in the PLO zone (added in 2006)*
- *Original to May 1986 Springfield Development Code*
- *Recommend updating to "Outdoor storage yards as a secondary use" to match current defined term (outdoor storage yard)*

#### Mortuaries and chapels associated with cemeteries

- *Wording reflects intention to allow only as a secondary use, recommend keeping discretionary use.*
- *Original to May 1986 Springfield Development Code*

#### Maintenance and security residences, excluding mobile homes

- *Recommend keeping as discretionary use, discretionary review implies secondary or accessory to public land use.*

#### Low impact public facilities

- *Recommend these be permitted outright not as secondary use*
- *Original to May 1986 Springfield Development Code*



High impact public facilities (SDC 4.7.160)

- Recommend these continue to be permitted under standards in SDC 4.7.160 that discuss adoption in PFSP as alternative to DU approval
- Original to May 1986 Springfield Development Code

Certain Wireless Telecommunications Systems Facilities

- Added by Ordinance 5849 (3/17/1997)
  - Wireless telecommunications facilities added as uses across the development code to comply with the 1996 Telecommunications Act.
  - PLO zone noted in Article 32 standards as “preferred site” for WTS facilities rather than “conditionally suitable site” or “acceptable site.”
  - Many types of WTS facilities in PLO zone were allowed based on building permit only. No mention anywhere in standards of being a “secondary use” in any context.
- Not consistent with current FCC rules to allow only as a secondary use in the PLO zone
- Ordinance 6359 (10/17/2016) specifically amended WTS facilities allowed in PLO zone, no mention in analysis of where WTS would be allowed in PLO was Council informed that they would only be allowed in properties as secondary to a primary use

Wellness center

- Ordinance 6009 (4/1/2002) added “Wellness Center” as a special use, special use standards state the nature of it as a secondary use. Those secondary use standards are still in effect.
- Recommend relocating to Government category because special standards state it is secondary to community centers which are listed in Government category

Parking structures

- Ordinance 6154 (2/6/06) added “Parking structures”
- Minutes from 11/5/06 planning commission public hearing indicate that “Mr. Karp [Senior Planner] added parking structures to that secondary use just in case there is ever a need for one.”
- Recommend listing this use as a secondary use since the use was added in an ordinance that included the “Secondary Uses” heading in the table and minutes reflect intent to add it as a secondary use.

### 3.2.700 – Public Land and Open Space District

#### 3.2.710 Schedule of Use Categories.

The following buildings and uses are permitted in this district as indicated subject to the provisions, additional restrictions and exceptions specified in this code.

“P” = Permitted Use; ~~PERMITTED USE~~ subject to the standards of this code.

“S” = ~~SPECIAL DEVELOPMENT STANDARDS~~ subject to special locational and/or citing standards as specified in SDC 4.7.100.

“D” = Discretionary Use permit required; ~~DISCRETIONARY USE~~ subject to review and analysis under Type III procedure (SDC 5.9.100) at the Planning Commission or Hearings Official level.

N = Not Allowed;

\* Permitted subject to cited code standards

~~**SITE PLAN REVIEW SHALL BE REQUIRED**~~, unless exempted elsewhere in this code. The land uses listed in Table 3.2.710 are permitted subject to Site Plan Review approval and the provisions of this section.

<b><u>Table 3.2.710 Permitted Uses Use-Categories/Uses</u></b>	<b><u>PLO District</u></b>	<b><u>Applicable code Standards</u></b>
<b><u>Land Use-Primary Uses (SDC 4.7.203)</u></b>		
<b>Education</b>		
Colleges	<u>S-P*</u>	<u>SDC 3.2.720</u>
High Schools	<u>S-P*</u>	<u>SDC 3.2.720</u>
Private/Public Elementary and Middle Schools	<u>S-P*</u>	<u>SDC 3.2.720</u>
<b>Government</b>		
Administrative offices	<u>S-P*</u>	<u>SDC 3.2.720</u>
Courts	<u>S-P*</u>	<u>SDC 3.2.720</u>
Fire Stations	<u>D</u>	<u>SDC 3.2.720</u>
Justice Center, a building, including, but not limited to: a police station, courts, administrative offices and a jail	<u>D</u>	<u>SDC 3.2.720</u>
Libraries	<u>S-P*</u>	<u>SDC 3.2.720</u>
Museums	<u>S-P*</u>	<u>SDC 3.2.720</u>
Neighborhood and community centers	<u>S-P*</u>	<u>SDC 3.2.720</u>
Performing arts centers	<u>S-P*</u>	<u>SDC 3.2.720</u>
Plazas and other sites of public interest	<u>S-P*</u>	<u>SDC 3.2.720</u>
Police satellite facilities	<u>D</u>	<u>SDC 3.2.720</u>
Post offices	<u>S-P*</u>	<u>SDC 3.2.720</u>
Public transit facilities	<u>D</u>	<u>SDC 3.2.720</u>
Senior/Adult Activity Centers	<u>S-P*</u>	<u>SDC 3.2.720</u>
Sports complexes/stadiums	<u>D</u>	<u>SDC 3.2.720</u>
<u>Wellness Center</u>	<u>P*</u>	<u>SDC 3.2.720</u>
<b><u>Parks and Open Spaces</u></b>		
<del>Public and private parks and recreational facilities:</del>		
Community parks	<u>S-P*</u>	<u>SDC 3.2.720</u>
Linear park	<u>P</u>	
Neighborhood parks	<u>P</u>	
Private areas of greater than 1 acre reserved for open space as part of a cluster or hillside development	<u>P</u>	
Publicly and privately owned golf courses and cemeteries	<u>D</u>	
Regional parks	<u>S-P*</u>	<u>SDC 3.2.720</u>
R.V. parks and campgrounds outside of a regional park and without sanitary sewer service as a temporary use subject to termination when within 1,000 feet of sanitary sewer	<u>D</u>	
R.V. parks and campgrounds within a regional park	<u>S-P*</u>	<u>SDC 3.2.720</u>
<b><u>Residential</u></b>		
<u>Conversion from commercial to residential</u>	<u>(SDC 4.7.215)</u>	
<u>Income-Qualified Housing</u>	<u>(SDC 4.7.370 and 4.7.405)</u>	
<b><u>Other Secondary Uses (SDC 4.7.203)</u></b>		
Agricultural cultivation of <del>undeveloped vacant</del> land	<u>P</u>	
Child care <u>centers facilities</u>	<u>P*</u>	<u>SDC 4.7.340</u>

<u>Table 3.2.710 Permitted Uses Use-Categories/Uses</u>	<u>PLO District</u>	<u>Applicable code Standards</u>
<u>Land Use-Primary Uses (SDC 4.7.203)</u>		
<del>Cafeteria and restaurants primarily serving the patrons of the development</del> <u>Eating and drinking establishments as a secondary use primarily serving the development area</u>	<u>P</u>	
<del>Heliports and helistops</del>	<u>D</u>	
<del>High impact public facilities (SDC 4.7.160)</del>	<del>D</del> <u>P*</u>	<u>SDC 4.7.160</u>
<del>Low impact public facilities</del>	<u>P</u>	
<del>Maintenance and security residences, excluding manufactured dwellings mobile homes</del>	<u>D</u>	
<del>Mortuaries and chapels associated with cemeteries</del>	<u>D</u>	
<del>Office and Outdoor</del> storage yards <del>that are incidental to</del> <u>as a primary secondary use</u>	<u>P*</u>	<u>SDC 4.4.110</u>
<del>Parking structures as a secondary use</del>	<del>SP*</del>	<u>SDC 3.2.720</u>
<del>Certain</del> Wireless Telecommunications Systems <del>(WTS)</del> Facilities	<del>(SDC 4.3.145)</del>	
<del>Wellness center</del>	<u>S</u>	

*Commentary: The standards in this section were moved from 4.7.100 as they only apply to the Public Land and Open Space District; specifically, SDC 4.7.200 (Public and Private Parks (in the PLO District), SDC 4.7.203 (Public Land and Open Space), and SDC 4.7.250 Wellness Centers in the PLO District. The reference to the Metro Plan land use designation was updated to align with recent amendments related to adoption of the Springfield Comprehensive Plan Map and Land Use Element, which shows all plan designations in Springfield’s UGB, including reflecting adopted refinement plan diagrams.*

**3.2.720 Development Standards—Specific.**

- (A) Primary access must be on arterial or collector streets except as provided or exempted elsewhere in SDC 3.2.700.
- (B) Stadiums, swimming pools and other major noise generators must be located at least 30 feet from residential property lines and must be screened by a noise attenuating barrier.
- (C) Community and regional parks must comply with the standards specified below.
  - (1) Primary access must be on arterial or collector streets unless specified or exempted elsewhere in this section.
  - (2) Stadiums, swimming pools and other major noise generators within parks must be located at least 30 feet from residential property lines and screened by a noise attenuating barrier.
  - (3) Community and regional parks must be designated on a Park Facilities Plan adopted by the City, or be approved in accordance with Type 3 review procedure (Discretionary Use).

- (4) A Traffic Impact Study must be prepared by a Traffic Engineer and approved by the City Engineer.
- (D) For all special uses, a Traffic Impact Study must be prepared as specified in SDC 4.2.105(B).
- (E) R.V. parks and campgrounds within regional parks must comply with the standards specified in SDC 4.7.220(B).
- (F) Private/Public Elementary and Middle Schools must meet the standards specified in SDC 4.7.195.
- (G) Wellness centers must comply with the standards specified below.
  - (1) The building is owned by a public agency.
  - (2) The center is secondary to a primary public community recreation center on the same development site. The square footage that is dedicated to non-public, wellness-related uses may not exceed 50 percent of the combined total area (within the center and within the primary recreation facility) that is dedicated to public, recreation-related uses.
- (H) Pedestrian amenities for public buildings in mixed use designations must comply with the standards in SDC 3.2.625(G).

*Commentary: Fix any reference to code standards that were incorrect or changed with these code amendments in the table. Remove the reference to special locational and/or siting standards in the description of “S” Special Standards to be consistent with other code sections that permit uses subject to certain SDC sections.*

### 3.3.800 – Urbanizable Fringe Overlay District

#### 3.3.815 Schedule of Use Categories When There Is an Underlying Residential, Commercial, or Industrial District.

The following uses may be permitted in the underlying residential, commercial, or industrial district subject to the provisions, additional restrictions and exceptions specified in this code. **EXCEPT AS SPECIFIED IN SDC 3.3.810(B), URBAN USES (e.g., multiple-unit housing or churches) NOT LISTED IN THE UF-10 OVERLAY DISTRICT ARE NOT PERMITTED.**

“P” = **PERMITTED USE** subject to the standards of this code.

“S” = **SPECIAL DEVELOPMENT STANDARDS** subject to ~~special locational and/or siting~~ cited standards ~~as specified~~.



“D” = **DISCRETIONARY USE** subject to review and analysis under Type 3 procedure (SDC [5.9.100](#)) at the Planning Commission or Hearings Official level.

“N” = **NOT PERMITTED**

\* = **SITE PLAN REVIEW REQUIRED**

Use Categories/Uses	Underlying Land Use District		
	Residential	Commercial	Industrial
Agricultural uses and structures	P	P	P
Detached single-unit dwellings, manufactured homes, duplexes and accessory dwelling units (SDC <a href="#">3.3.825</a> )	P	N	N
Home Business (SDC <a href="#">4.7.365</a> )	S	S	S
Neighborhood parks that do not require urban services (SDC <a href="#">4.7.330</a> <del>4.7.200</del> )	S*	N	N
Partitions (SDC <a href="#">3.3.825</a> ( <del>AE</del> )(2))	P	N	N
Property line adjustments	P	N	N
High impact facilities (SDC <a href="#">4.7.160</a> )	S*	S*	S*
Low impact facilities	P	P	P
Temporary sales/display of produce, the majority of which is grown on the premises (SDC <a href="#">4.8.125</a> )	P	P	P
Tree felling (SDC <a href="#">5.19.100</a> )	P	P	P
R.V. parks and campgrounds (SDC <a href="#">4.7.220</a> )	S*	N	N
RV parks and campgrounds that do not require urban services (SDC <a href="#">4.7.220</a> )	N	D*	D*
Expansion of non-conforming uses existing on the effective date of Lane County’s application (on either the /ICU or I/U District to the property) (SDC <a href="#">3.3.385</a> (F))	N	D*	D*
Expansion or replacement of lawful uses permitted in the underlying commercial or industrial district (SDC <a href="#">3.3.825</a> ( <del>CF</del> ))	N	P*	P*
Expansion or replacement of lawful discretionary uses in the underlying land use district (SDC <a href="#">3.3.825</a> ( <del>CF</del> ))	N	D*	D*
New permitted and specific development standards in the underlying land use district within existing structures (SDC <a href="#">3.3.825</a> ( <del>CF</del> ))	N	P*	P*
Manufactured <del>home-dwelling as a permanent office use in an industrial district (SDC <a href="#">3.2428</a>) or manufactured dwelling as a (night watch</del> <del>man’s quarters-person) or manufactured unit (office) in an industrial district (SDC <a href="#">4.7.185</a> and <a href="#">4.7.170</a>)</del>	N	N	S*
Certain wireless telecommunications systems facilities	See <a href="#">SDC 4.3.145</a>	See <a href="#">SDC 4.3.145</a>	See <a href="#">SDC 4.3.145</a>
Linear park	P	P	P

*Commentary: The standards in SDC 3.3.825 were reorganized to make the code clearer and easier to interpret; the overall content of the section was not changed. The standards in (E) of*

*this section were moved from 4.7.100 as they only apply to the Urbanizable Fringe District; specifically, SDC 4.7.200 (Public and Private Parks (in the Urbanizable Fringe Overlay District)).*

**3.3.825 Development Standards Additional Provisions.**

**(A) Connection to the Sanitary Sewer System.**

**(1)** The City ~~shall~~ **must** not extend water or sanitary sewer service outside the city limits, unless a health hazard, as defined in ORS 222.840 et seq., is determined to exist. Annexation of the affected territory so served is required if the territory is within the urban growth boundary and is contiguous to the city limits. ~~The City may extend water or sanitary sewer outside the city limits or urban growth boundary to provide these services to properties within the city limits.~~ As provided in ORS 222.840 et seq., the City and a majority of the electors of the affected territory may agree to an alternative to annexation to mitigate the health hazard, including extraterritorial extension of services without annexation.

~~(a)~~ **(B)** The Lane County Sanitarian ~~shall~~ **must** certify that the proposed individual waste water disposal system meets D.E.Q. standards prior to Development Approval.

~~(b)~~ **(C)** Lane County is considered an affected party and ~~shall~~ **must** be notified of all development applications.

**(2)** Any property to be partitioned that is within the distances specified in OAR 340-071-0160(4)(A) for connection to the City's sanitary sewer system requires annexation to the City prior to Partition Tentative Plan submittal, unless the Director determines that a topographic or man-made feature makes the connection physically impractical. In the event of such determination, the Partition application may be approved without annexation.

**(3)** The City may extend water or sanitary sewer outside the city limits or urban growth boundary to provide these services to properties within the city limits.

**(B) ~~(D)~~ Siting of Residential Uses.** Detached single-unit dwellings, duplexes, and accessory dwelling units are permitted in the R-1 ~~base zone~~ district only, and must be sited to allow the future division and/or more intensive use of the property. The applicable on-site sewage disposal facility ~~shall~~ **must** be conditional, and made a part of any permit necessary to achieve the standards of this Overlay District. The following standards apply:

**(1)** The siting of single-unit dwellings, duplexes and accessory dwelling units on any lot ~~or~~ parcel 5 acres or more in size and ~~zoned in the~~ R-1 district requires approval of a Future Development Plan as specified in SDC 5.12.120(E).

**(2)** Additional development restrictions that limit the location of buildings and on-site sewage disposal facilities ~~shall~~ **must** be applied where necessary to reserve land for future urban development.

- (3) Where there is an existing single-unit dwelling on properties within the R-2 or R-3 land use district, 1 or 2 accessory dwelling units are permitted, irrespective of the parcel size, provided that the property can in the future meet the necessary densities for applicable district as shown on a Future Development Plan as specified in SDC [5.12.120](#)(E).
- ~~(E) — **Connection to the Sanitary Sewer System.** Any property to be partitioned that is within the distances specified in OAR 340-071-0160(4)(A) for connection to the City’s sanitary sewer system shall require annexation to the City prior to Partition Tentative Plan submittal, unless the Director determines that a topographic or man-made feature makes the connection physically impractical. In the event of such determination, the Partition application may be approved without annexation.~~
- ~~(C) **(E) Commercial and Industrial Districts.** Uses requiring Discretionary review, uses requiring specific development standards, new permitted uses and expansion of permitted uses in commercial and industrial districts shall must demonstrate that the use will not generate singly or in the aggregate additional need for key urban services.~~
- ~~(D) **(F) Public Land and Open Space District.** R.V. parks and campgrounds shall must be located on land classified Public Land and Open Space (PLO) and be subject to the specific development standards specified SDC [4.7.220](#).~~
- ~~(E) **Public and Private Park Uses.** Neighborhood Parks must be shown on the Springfield Comprehensive Plan or an adopted refinement plan, or be reviewed under Type 3 Discretionary Use procedures.~~

*Commentary: Add the Income-Qualified Housing and Commercial to Residential Conversion Standards to the Glenwood Riverfront Mixed-Use Plan District, SDC 3.4.250 Schedule of Use Categories and fix any reference to code standards that were incorrect or changed with these code amendments in the table.*

### 3.4.200 – Glenwood Riverfront Mixed-Use Plan District

#### 3.4.250 Schedule of Use Categories.

In Subareas A, B, C and D, the following uses shall be permitted in the base zoning districts as indicated, subject to the provisions, additional restrictions and exceptions specified in this code. Uses not specifically listed may be approved as specified in SDC [3.4.260](#). Prohibited uses are listed in SDC [3.4.255](#).

“**P**” = **PRIMARY USE** subject to the standards of this code. Primary uses are defined in SDC [6.1.110](#) as “the principal use approved in accordance with this code that usually occupies greater than 50% of the gross floor area of a building or greater than 50% of a development area.”

“**S**” = **SECONDARY USE** subject to the standards of this code. Secondary uses are defined in SDC [6.1.110](#) as “Any approved use of land or a structure that is incidental and subordinate to the primary use, and located on the same development area as the primary use. Secondary uses shall must not occur in the absence of primary uses.”

**“N” = NOT PERMITTED**

**SITE PLAN REVIEW SHALL BE REQUIRED** for all development proposals within Subareas A, B, C and D.

Categories/Uses	Residential Mixed-Use	Commercial Mixed-Use	Office Mixed-Use	Employment Mixed-Use
<b>Accessory Uses</b>				
A use or uses within a primary use building that is for the residents’ or employees’ benefit and that does not generally serve the public, including, but not limited to, building maintenance facilities, central mail rooms, child care, conference rooms, employee restaurants and cafeterias, indoor recreation areas, and indoor recycling collection centers.	P	P	P	P
<b>Commercial/Retail</b>				
Eating and drinking establishments whose principal activity involves the sale and/or service of prepared foods and beverages directly to consumers, including, but not limited to, bakeries, cafes, delicatessens, restaurants, coffee shops, brew pubs, and wine bars.	S	P	S	S
Personal services whose principal activity involves the care of a person or a person’s apparel, including, but not limited to, fitness centers, spas, hair stylists, shoe repair, dry cleaners, tailors, and daycare.	S	P	S	S
Professional, scientific, research and technical services are small-scale commercial office enterprises whose principal activity involves providing a specialized service to others. These activities can be housed in office storefronts, office buildings, or in residential or live/work units where such residential use is permitted by this code and include, but are not limited to, legal advice and representation, accounting and income tax preparation, banking, architecture, engineering, design and marketing, real estate, insurance, physicians, and counselors.	S	P	P	P
Retail sales and services are commercial enterprises whose principal activity involves the sale and/or servicing of merchandise (new or reused) directly to consumers. Examples include, but are not limited to, bookstores, grocers, pharmacies, art galleries, florists, jewelers, and apparel shops.	S	S	S	S
<b>Educational Facilities*</b>				
Public/private educational facilities for primary and secondary education	S	N	N	N
Public/private educational facilities that include, but are not limited to, higher education aimed at adults; business, professional, technical, trade and vocational schools; job training; and vocational rehabilitation services.	N	P	P	P
<b>Employment</b>				
Business parks	N	N	P	P
Hospitals	N	N	N	P
Light manufacturing uses engaged in the manufacture (predominantly from previously prepared materials) of finished products or parts, including processing, fabrication, assembly,	N	N	N	P



Categories/Uses	Residential Mixed-Use	Commercial Mixed-Use	Office Mixed-Use	Employment Mixed-Use
treatment, testing, and packaging of these products. The uses are not potentially dangerous or environmentally incompatible with office employment uses and all manufacturing uses, and storage of materials occurs entirely indoors. These uses include, but are not limited to, manufacture of electronic instruments, preparation of food products, pharmaceutical manufacturing, and research and scientific laboratories.				
Office employment uses are typically housed in buildings where there is limited interaction between the public and the proprietor. These uses are associated with the performance of a range of administrative, medical, high tech, nanotechnology, green technology, pharmaceutical and biotechnology, information technology, information management, and research and development functions. These uses include, but are not limited to, call centers, corporate or regional headquarters, physicians' clinics, software development, media production, data processing services, and technical support centers.	N	P	P	P
Recycling facilities that occur completely within buildings and are located only on the west side of McVay Highway.	N	N	N	P
Warehousing and distribution uses for the storage and regional wholesale distribution of manufactured products and for products used in testing, design, technical training or experimental product research and development permitted in conjunction with business headquarters.	N	N	N	S
<b>Hospitality</b>				
Conference/visitor centers include, but are not limited to, conference hotels, visitor information centers, museums, and conference/exposition centers.	N	P	N	N
Hotels include, but are not limited to, inns, bed and breakfasts, guesthouses, extended stay hotels or apartment hotels, limited service hotels, and full service hotels. Hotels may be converted to apartments where such residential use is permitted by this code and the Oregon Structural Specialty Code, related building codes, fire codes and referenced standards in effect at the time of application for a building permit.	N	P	P	N
<b>Residential (High-Density)</b>				
Residential occupancy of a dwelling unit by a household that includes, but is not limited to, apartments, condominiums, live/work units, lofts, row houses, townhouses, and elderly-oriented congregate care facilities.	P	P	P	N
<u>Income-Qualified Housing**</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Conversion from commercial to residential***</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>
<b>Parking</b>				
Public or private parking lots/structures	S	S	S	S
<b>Public Open Space</b>				
Riverfront linear park/multi-use path	P	P	P	P
Park blocks to include recreational facilities and stormwater management facilities.	P	N	N	N
<b>Public Utilities and Other Public Uses</b>				

Categories/Uses	Residential Mixed-Use	Commercial Mixed-Use	Office Mixed-Use	Employment Mixed-Use
Low impact facilities are any public or semi-public facility that is permitted subject to the design standards of this code, including, but not limited to, wastewater; stormwater management; electricity and water to serve individual homes and businesses; other utilities that have minimal olfactory, visual or auditory impacts; street lights; and fire hydrants.	P	P	P	P
Public uses, including, but not limited to, fire and police stations.	N	N	P	N
Wireless Telecommunications Systems Facilities. Only flush mounting the entire antenna on a building shall be permitted if the connecting cables cannot be seen; they are color matched to the building; and they match the façade of the building. If conditions do not favor flush mounted antennas, a stand-alone monopole antenna not more than 15 feet high, measured from the place of attachment on the roof, shall be permitted if the antenna is set back so that it cannot be seen from street.	P	P	P	P

\* Educational facilities include, but are not limited to, classrooms, auditoriums, labs, gyms and libraries.

**\*\* Income-Qualified Housing is permitted subject to either (1) the approval standards in the district for residential uses; or (2) the approval standards in SDC 4.7.370 and 4.7.405.**

**\*\*\*Conversion from commercial to residential use is permitted subject to the standards in SDC 4.7.215.**

*Commentary: Add the Income-Qualified Housing and Commercial to Residential Conversion Standards to the Booth Kelly Mixed-Use Plan District, SDC 3.4.300 Schedule of Use Categories and fix any reference to code standards that were incorrect or changed with these code amendments in the table. Remove the reference to SDC 4.7.100 in the description of “S” Special Standards to be consistent with other code sections that permit uses subject to certain SDC sections.*

### 3.4.300 – Booth Kelly Mixed-Use Plan District

#### 3.4.320 Schedule of Use Categories.

**(A)** The following uses are permitted subject to Site Plan Review approval, unless exempted elsewhere in this section. It is expected that interim uses of buildings existing prior to the adoption of this section will take place until redevelopment of the entire BKMU Plan District occurs under an approved Conceptual Development Plan.

**(B)** The following buildings and uses are permitted in this Plan District as indicated subject to the provisions, additional restrictions and exceptions specified in this code.

**“P” = PERMITTED USE** subject to the standards of this code.

“S” = SPECIAL DEVELOPMENT STANDARDS subject to cited special locational and/or citing standards as specified in SDC 4.7.100.

“D” = DISCRETIONARY USE subject to review and analysis under Type 3 procedure (SDC 5.9.100) at the Planning Commission or Hearings Official level.

“N” = NOT PERMITTED

**SITE PLAN REVIEW IS REQUIRED**, unless exempted elsewhere in this code.

<i>Use Categories/Uses</i>	<i>BKMU District</i>
<b>Residential Uses</b>	
Multiple-Unit Housing (SDC <u>4.7.375—4.7.390</u> )	S
<u>Single Room Occupancy</u>	P
<u>Income-Qualified Housing (SDC 4.7.370 and 4.7.405)</u>	S
<u>Conversion from commercial to residential use (SDC 4.7.215)</u>	S
<b>Business and Professional Offices and Personal Services</b>	
Accountants, bookkeepers and auditors	P
Advertising/marketing agencies	P
Architects, landscape architects and designers	P
Art studios, fine and performing	P
Art restoration	P
Attorneys	P
Audio/video production studio	P
Authors/composers	P
Bank, credit unions and savings and loans	P
Barber and beauty shops	P
Business schools	P
Catering services	P
Clinics and research/processing laboratories	P
Collection agencies	P
Commodity contract brokers and dealers	P
Computer and information services	P
Child care facilities (See SDC 4.7. <del>125</del> <u>340</u> )	S
Dentist	P
Detective and protective agencies	P
Diaper service	P
Doctors	P
Grafting, graphics and copy services	P
Employment agencies	P
Engineers and surveyors	P
Financial planning, investment services	P
Funeral services	P
Graphic art services	P
Gymnastics instruction	P
House cleaning services	P
Insurance carriers, agents, brokers and services	P
Interior decorator and designers	P
Laundry, dry cleaning, including self service, and ironing services	P

<b>Use Categories/Uses</b>	<b>BKMU District</b>
Loan companies, other than banks	P
Locksmiths	P
Lumber brokers	P
Mailing services/mail order sales	P
Management and planning consultants	P
Manufactured unit as a temporary construction or general office or sales office	P
Motion picture studio/distribution	P
Newspaper office and production	P
Non-profit organizations	P
Opticians	P
Performing arts instruction	P
Photocopying	P
Photography studios	P
Planners, land use	P
Printing/publishing	P
Private investigator	P
Psychologists and counselors	P
Real estate sales and management	P
Scientific and educational research	P
Security systems services	P
Self-defense studio	P
Shoe repair	P
Stenographers and secretarial services	P
Stockbrokers	P
Swimming pool cleaning	P
Tailors	P
Tanning salons	P
Telephone answering services	P
Title companies	P
Travel agencies	P
TV and radio broadcasting studios	P
Typing services	P
Window cleaning	P
Certain Wireless Telecommunications Systems Facilities	See SDC <a href="#">4.3.145</a>
<b><i>Eating and Drinking Establishments</i></b>	
Cocktail lounges	P
Delicatessens	P
Sit down restaurants	P
Taverns	P
<b><i>Recreational Facilities (SDC <a href="#">4.7.205</a>)</i></b>	
Amusement park	P
Arcades	P
Art studios, fine and performing	P
Athletic field	P
Auditoriums	S
Batting cages	S
Bingo parlors	P



<b>Use Categories/Uses</b>	<b>BKMU District</b>
Bowling alleys	P
Dance halls	S
Exercise studios	P
Exhibition hall	P
Golf driving range	P
Gyms and athletic clubs	P
Hot tub establishments	P
Hydrotubes	S
Miniature auto race track	P
Miniature golf	P
Movie theaters, indoor	P
Movie theaters, drive-in	S
Non-alcoholic nightclubs	P
Off-track betting facility	P
Parks, private and public	P
Play/tot lot	P
Playground	P
Pool halls	P
Recreation center	P
Riding stable	P
Shooting range	S
Skating rinks	S
Stadiums	S
Swimming pools	P
Tennis, Racquetball and handball courts	P
Theater, legitimate	P
Velodromes	S
Water skiing facilities	P
<b>Retail Sales</b>	
Antiques	P
Apparel	P
Art galleries and museums	P
Art supplies	P
Auction / flea markets	P
Automobiles <a href="#">(SDC 4.7.115)</a>	<del>NS</del>
Bakeries	P
Bicycles	P
Boats <a href="#">(SDC 4.7.115)</a>	<del>SP</del>
Books	P
Camera and photographic supplies	P
Campers	N
Candy, nuts and confectionery	P
China, glassware and metal ware stores	P
Cigars and cigarettes	P
Computers, calculators and other office machines	P
Convenience stores	P
Dairy products	P

<b>Use Categories/Uses</b>	<b>BKMU District</b>
Department stores	P
Drapery, curtains and upholstery	P
Dry goods, and general merchandise	P
Electrical supplies	P
Equipment rental and leasing	P
Fabrics and accessories	P
Factory Outlet stores	P
Farm equipment	P
Feed, grain and hay stores	P
Film drop-off and pick-up	P
Fish	P
Floor coverings	P
Florists	P
Fruits and vegetables	P
Furniture	P
Furriers	P
Groceries	P
Hardware	P
Hobby supplies	P
Household appliances	P
Jewelry	P
Liquidation Outlets	P
Luggage and leather	P
Magazines and newspapers	P
Mail order houses	P
Manufactured (mobile) / modular homes	P
Meats	P
Medical and dental supplies	P
Musical instruments and supplies	P
Novelties and gifts	P
Office equipment	P
Paint, glass and wallpaper	P
Pharmacies	P
Pottery	P
Radios, televisions and stereos	P
RVs, fifth wheelers and trailers <a href="#">(SDC 4.7.115)</a>	P
Sewing machines	P
Shoes	P
Small electrical appliances	P
Sporting goods	P
Stationary stores	P
Supermarkets	P
Toys	P
Transient merchants	P
Weapons dealers	P
<b>Social and Public Institutions</b>	
Charitable services	P

<b>Use Categories/Uses</b>	<b>BKMU District</b>
Community and senior centers	P
Educational branch facilities	P
Fraternal and civic organizations	P
Labor unions	P
Public offices	P
<b>Transient Accommodations</b>	
Emergency shelter / facilities	P
Hotels	P
Motels	P
RV parks	P
Youth hostels	P
<b>Transportation Facilities (SDC 4.7.240)</b>	
Docks and marinas	D
Heliports	S
Helistops	S
Linear park	P
Train stations	S
Transit stations	D
<b>Warehouse Commercial Retail and Wholesale Sales</b>	
Cold storage lockers	D
Electrical supplies	P
Floor covering sales	P
Large electrical appliance sales	P
Lumber yards and building materials	D
Merchandise vending machine operators	P
Mini warehouses, other inside storage	P
Outdoor storage areas/yards	P
Plumbing and heating supplies and contractors	P
Unfinished furniture	P
Warehouse/commercial uses engaged primarily in the wholesaling of materials to the construction industry (SDC <a href="#">3.4.3304.7.245</a> )	<del>P</del> S
Wholesale trade, warehousing, distribution and storage	P
<b>Manufacture and/or Assembly of:</b>	
Appliance	P
Apparel and other finished products made from canvas, cloth, fabrics, feathers, felt, leather, textiles, wool, yarn and similar materials	P
Chemical and chemical products	P
Communication equipment, including radio and television equipment	P
Compounding, or treatment of the following previously prepared materials: bone, cellophane, clay, cork, Fiberglas, glass, hair, horns, metal, paper, plastics, shells, stones, synthetic resins, textiles, tobacco, wool and yarns.	P
Concrete blocks. Cinder blocks and septic tanks	P
Costume jewelry, novelties, buttons and misc. notions	P
Cutlery, hand tools and hardware	P
Dairy products, including butter, cream, cheese, milk, yogurt	P
Electronic components and accessories	P
Electronic transmissions and distribution equipment	P
Engineering, laboratory, scientific and research instruments	P

<b>Use Categories/Uses</b>	<b>BKMU District</b>
Finished wood manufacturing and assembly, including cabinets, door frames and picture frames	P
Food processing and packaging to include candy and other confectionary products, vegetables, meat, poultry and seafood	P
Furniture, including restoration	P
Greeting cards, business forms and other business related printing	P
Industrial machinery	P
Lumber, wood and paper products	P
Manufactured/modular housing and allied components	P
Measuring, analyzing and controlling instruments	P
Medical, dental and surgical equipment and supplies	P
Medicinal chemicals and pharmaceutical products	P
Metal and metal alloy products	P
Metal fabrication machine shops	P
Musical instruments	P
Office computing and accounting equipment	P
Optical instruments, including lenses	P
Paints, varnishes, lacquers, enamels and allied products	P
Prosthetic and orthopedic devices	P
Perfumes and toiletries	P
Photographic equipment and supplies	P
Signs and advertising display	P
Toys, sporting and athletic goods	P
Transportation equipment including airplanes, auto, boats, buses, helicopters, motorcycles, railroad cars, RVs, trailers and trucks	P
Watches, clocks and related components	P
<b>Other Primary Industrial Uses (SDC 4.7.245)</b>	
<b>Business, labor, scientific and professional organizations</b>	P
<b>Cleaning and dyeing plants</b>	P
Ice and cold storage plants	P
Lubricating oils and greases	P
Media productions, including TV and radio broadcasting, motion picture production and newspaper/books/periodical publishing	P
Plating, and coating works	P
Regional distribution headquarters	P
Research development and testing laboratories and facilities	P
Recycling facilities	P
Warehouse/commercial uses engage primarily in the wholesaling of materials to the construction industry (SDC 3.4.330)	<u>PS</u>
<b>Transportation Related, Non-manufacturing</b>	
Automotive and heavy equipment repair and service including the recapping and re-treading of tires	P
Maintenance facilities for passenger bus vehicles or motor freight vehicles	P
<b>Education</b>	
College level education facilities	P
Trade schools	P
<b>Public and Private Parks (SDC 3.4.3304.7.200)</b>	
Pocket/neighborhood parks	<u>PS</u>



<b>Use Categories/Uses</b>	<b>BKMU District</b>
Community parks	<b>PS</b>
<b>Public Utility Facilities</b>	
Communications towers, transmitters and relays	<b>D</b>
High impact facilities (SDC <a href="#">4.7.160</a> )	<b>S</b>
Low impact facilities	<b>P</b>
Fish hatcheries	<b>P</b>

### 3.4.325 Base Zone Development Standards.

*Commentary: The standards in SDC 3.4.325 were reorganized to make the code clearer and easier to interpret and to remove references to code that no longer apply; the content of the section was not changed.*

(A) **Lot Area, Dimensions, and Coverage.** The minimum lot ~~or~~ parcel size in the BKMU Plan District ~~shall be~~ is 6,000 square feet for residential and commercial uses and 10,000 square feet for industrial uses. No land division is permitted prior to approval of a Conceptual Development Plan for the BKMU Plan District. The Director may waive the requirement that buildable City lots/parcels have frontage on a public street as specified in SDC 4.2.120(A).

(B) **Setbacks.**

~~(1)~~ ~~Unless modified by solar access standards, landscaped~~ Landscaped setbacks from the exterior boundaries of the BKMU Plan District and setbacks abutting existing and future public or private rights-of-way dedicated on the approved Conceptual Development Plan ~~shall~~ must be 10 feet for buildings and 5 feet for parking and driveways. Zero lot line structures are permitted.

~~(2)~~ ~~(C)~~ Where an easement is larger than the required setback standard, no building or above grade structure, except a fence, ~~shall~~ may be built upon or over that easement.

(C) **Height.**

~~(1)~~ ~~(D)~~ There ~~shall be~~ are no building height standards in the BKMU Plan District unless abutting an R-2 use. In this case, the following building height limitation applies:

~~(2)~~ When abutting an R-2 use, the building height limitation ~~shall~~ must be no greater than that permitted in R-2 use for a distance of 50 feet.

~~(3)~~ ~~(E)~~ Incidental equipment may exceed the height standards if no additional floor space exceeding that necessary for the equipment is provided.

*Commentary: The standards in this section were moved from 4.7.100 as they only apply to the Booth Kelly Mixed-Use District; specifically, SDC 4.7.200 (Public and Private Parks (in the*

*BKMU District), SDC 4.7.210 (Residential Uses in Commercial Districts (in the BKMU District)), and SDC 4.7.245 (Warehouse Commercial Retail and Wholesale (in the BKMU District)).*

### **3.4.330 Booth Kelly Mixed-Use Development Standards—Specific**

#### **(A) Residential Uses.**

- (1) In the BKMU Plan District, residential uses must be encouraged as second story uses above commercial and industrial uses and must not occupy more than 35 percent of the land area within the BKMU Plan District. All R-2 development standards specified in SDC 3.2.200 apply.

#### **(B) Commercial Uses.**

##### **(1) Warehouse Commercial Retail and Wholesale.**

- (a) Buildings must be located to minimize the visibility of outdoor storage yards or areas.
- (b) Outdoor storage yards must only be permitted as a secondary use.
- (c) Any outdoor storage yard or area must be surrounded by a sight obscuring fence.

- (2) Light-Medium Industrial and Warehousing. For Warehouse-Commercial use, at least 50 percent of the structure is used for storage of materials and 50 percent or less may be used for combined retail and office floor space.

#### **(C) Standards for Public and Private Parks**

- (1) Public parks must be designated in the Springfield Comprehensive Plan including the Willamalane Park and Recreation District Comprehensive Plan or be approved in accordance with a Discretionary Use application as specified in SDC 5.9.100.
  - (a) Community Parks must be designated on a Park Facilities Plan adopted by the City, or be approved in accordance with Type 3 review procedure (Discretionary Use).
  - (b) A Traffic Impact Study must be prepared by a Traffic Engineer and approved by the City Engineer.

### **4.7.100 – Specific Development Standards**

*Commentary: As this standard only applies to the CC District, it should be moved to SDC 3.2.330 [Commercial Districts] Development Standards – Specific.*

#### **4.7.110 Animal Overnight Accommodations.**

~~Buildings used for the overnight accommodation of animals, and structures that enclose animals outside of buildings, shall be constructed to ensure that noise or odor do not disturb the normal operation or tranquility of neighboring residential, business, campus industrial or public land uses.~~

*Commentary: To make the code clearer and easier to interpret, the standards in SDC 4.7.115 were reorganized; the overall content of the section was not changed.*

#### **4.7.115 Motor vehicle sales, rental, or service; equipment sales, rental, or service; and RV, Boat, and manufactured dwelling sales, rental, or service.** ~~Auto, Manufactured Dwelling, RV, Boat, Motorcycle and Truck Sales, Service and Rentals.~~

##### **(A) Motor vehicle, equipment, RV, boat, or watercraft sales (new or used) or rental use.:**

**(1) Must occupy an office/sales building (new construction) or any existing structure of at least 1,000 square feet, with non-metallic siding and roofing, and located where possible on the front portion of the lot or parcel.**

**(a) The use must install a decorative iron or masonry fence, raised planter, or combination thereof that will prevent a motor vehicle, equipment, RV, or boat from encroaching on sidewalks.**

**(b) A used vehicle sales use is not allowed to expand onto additional property not previously occupied by and approved for used vehicle sales use within the previous 90 days.**

**(c) All truck rental facilities must have approved concrete wheel stops and a 4-foot high fence where permitted in this code, preferably chain or cable, with bollards placed at 5-foot intervals and secured in the ground with concrete footings of appropriate size and depth to prevent trucks from driving on sidewalks or over curbs. These barriers must be located between the sidewalk and the paved parking or travel area.**

**(2) Sales of used motor vehicle, equipment, RV, boat, or watercraft are permitted only as secondary uses in the Downtown Exception Area, i.e., where a new sales use is the primary use. If a new sales use terminates business in the Downtown Exception Area, and that new sales use also included the sale of used motor vehicle, equipment, RV, or boat, the used sales may continue to be sold from those premises and the business will be classified as a pre-existing nonconforming use.**

##### **(B) Manufactured Dwelling and RV Sales**

**(1) A permanent office/sales building of at least 1,000 square feet, with non-metallic siding and roofing, which may be a Manufactured Home, must be located where possible on the front of the lot or parcel, prior to the sale or rental of any manufactured dwelling, RV, or accessory product.**

(2) Are Prohibited in the Downtown Exception Area.

(C) Motor vehicle repair and service

(1) All activities associated with motor vehicle, RV, and boat repair and service, with the exception of maintenance activities including the pumping of gas or changing tires, must take place within a building constructed to ensure that noise or odors do not disturb the normal operation or tranquility of neighboring residential, commercial, campus industrial or public land uses. Storage of motor vehicles and boats to be repaired must be screened by a sight-obscuring fence. A 5-foot wide landscape strip must be installed along the street frontage of all service stations.

(B) In the BKMU Plan District, boat, and RV sales must be located entirely indoors and primarily sell new units.

~~(A) Prior to the sale or rental of any vehicle:~~

~~(1) Auto and truck dealers shall occupy an office/sales building (new construction) or any existing structure of at least 1,000 square feet, with non-metallic siding and roofing, and located where possible on the front portion of the lot/parcel. Used car and truck sales or car rentals shall be permitted only as secondary uses in the Downtown Exception Area, i.e., where a new car dealership is the primary use. If a new car dealership terminates business in the Downtown Exception Area, and that new car dealership also included the sale of new cars, used cars may continue to be sold from those premises and the business shall be classified as a pre-existing nonconforming use. The business shall install a decorative iron or masonry fence, raised planter or combination thereof that will prevent vehicles from encroaching on sidewalks. Under no circumstances shall the used car sales business be allowed to expand onto additional property not occupied by used car sales within the previous 90 days.~~

~~(2) All truck rental facilities shall have approved concrete wheel stops and a 4-foot high fence where permitted in this code, preferably chain or cable, with bollards placed at 5-foot intervals and secured in the ground with concrete footings of appropriate size and depth to prevent trucks from driving on sidewalks or over curbs. These barriers shall be located between the sidewalk and the paved parking or travel area.~~

~~(B) **Mobile/Manufactured Dwelling and RV Sales Are Prohibited in the Downtown Exception Area.** A permanent office/sales building of at least 1,000 square feet, with non-metallic siding and roofing, which may be a Class A Manufactured Home, shall be located where possible on the front of the lot/parcel, prior to the sale or rental of any vehicle, home or accessory product.~~

~~(C) All activities associated with motor vehicle repair and service, with the exception of maintenance activities including the pumping gas or changing tires, shall take place within a building constructed to ensure that noise or odors do not disturb the normal operation or tranquility of neighboring residential, commercial, campus industrial or public land uses. Storage of motor vehicles to be repaired shall be screened by a sight-~~



~~obscuring fence. Service stations in the NC District shall be limited to 2 pumps. A 5-foot wide landscape strip shall be installed along the street frontage of all service stations.~~

~~(D) — Storage of boats and motorcycles to be repaired shall be screened by a sight-obscuring fence.~~

~~(E) — In the BKMU Plan District, automobile, boat, camper and RV sales shall be located entirely indoors and primarily sell new units.~~

*Commentary: As this standard only applies to the GO District, it should be moved to SDC 3.2.330 [Commercial Districts] Development Standards – Specific.*

#### ~~4.7.145 Eating and Drinking Establishments.~~

~~The cumulative total area of sit-down restaurants and delicatessens, secondary retail uses and exercise studios in the GO District shall be limited to no more than 10 percent of the gross floor area of the office building in which they are sited.~~

*Commentary: As this standard only applies to Garden Supply and Feed Stores in the MRC District, it should be moved to SDC 3.2.330 [Commercial Districts] Development Standards – Specific.*

#### ~~4.7.150 Garden Supply and Feed Stores.~~

~~Garden supply and feed and seed stores shall be permitted only as secondary uses in the MRC District. The bulk storage or sales of fertilizer, feed or plant materials that require heavy equipment for loading is prohibited.~~

*Commentary: Following the recent Development Code Update Project, the use 'Manufactured Dwelling as a Permanent Office' was removed from the code (it was listed in 3.2.410 as part of the 'Secondary Uses Serving or Related to On-Site Industrial Uses'). During that code rewrite, the distinction between Type 1 and Type 2 manufactured dwelling units was also removed. This standard should be moved to SDC 3.2.428 Development Standards [Industrial Districts]— Specific, as the use is specific to the Light Medium Industrial and Heavy Industrial Districts and listed as a 'secondary use' in the permitted use table 3.2.420.*

#### ~~4.7.170 Manufactured Dwelling as a Permanent Office.~~

~~**Permanent Office.** A manufactured dwelling, provided it meets City and State construction and safety standards for the proposed use, may be used as a permanent office building in the Light-Medium Industrial and Heavy Industrial Districts provided the following conditions are met prior to occupancy:~~

~~(A) — A permanent foundation is provided for the manufactured dwelling.~~

~~(B) Siding shall be compatible with adjacent structures; the roof shall have a minimum 16 percent pitch.~~

~~(C) Foundation covers, skirting, landscaping and backfill shall be required.~~

~~(C) The manufactured dwelling shall be a Type 1 or Type 2 unit.~~

~~(D) Compliance with these regulations shall be a condition of continued use of the manufactured dwelling on the property.~~

*Commentary: Following the recent Development Code Update Project, the applicable standard in the permitted uses table of SDC 3.2.320 was incorrectly listed as 4.7.145. The correct standard for the 'Manufacture or assembly of goods or products to be sold on premises' is this standard – 4.7.175. That error was corrected in the permitted use table. This use is also only permitted in the CC District. Therefore, this standard should be moved to SDC 3.2.330 [Commercial Districts] Development Standards – Specific.*

#### ~~4.7.175 Manufacturing as a Secondary Use in Commercial Districts.~~

~~Manufacture or assembly of goods or products shall occur indoors, shall not generate more noise, odor or other physical attributes than the permitted uses, shall occupy less than 50 percent of the floor area of the building, and the goods or products shall be sold on premises.~~

*Commentary: The mixed-use code sections will be changed at a later date. Amended standards in this section focus on outdated or incorrect references.*

- Remove references to the "S" designation in Tables 3.2.320 Commercial Permitted Uses, 3.2.420 Industrial Permitted Uses, and 3.2.210 Residential Permitted Uses as the "S" designation was removed during the Development Code Update Project.*
- The Residential and Child Care Standards in (C)(3) were changed during previous Development Code Update Projects.*
- The Professional Offices standards in 4.7.190 was moved to SDC 4.7.335 Professional Offices in Residential Districts.*

#### 4.7.180 Mixed Use Districts.

(A) Specific development standards for the MUC District ~~shall be~~ are the same as those specified in SDC ~~3.2.3210~~ 3.2.3240 as an ~~"S"~~ "S" use and listed in applicable subsections of SDC 4.7.100, and the following:

##### EXCEPTIONS:

- (1) Drive-through uses may conflict with safe and convenient movement of pedestrians and bicycles within MUC Districts. A drive-through use, for the purposes of this section, is defined as a business activity involving buying or selling goods or provision of services wherever one of the parties conducts the activity from within a motor vehicle. Facilities ~~usually~~ associated with a drive-through usually involve queuing lines, service windows, service islands, and service bays for vehicular use. Drive-through uses are therefore not permitted in

MUC Districts unless the use is incidental to a primary site use, and when designed in conformance with the following standards:

- (a) The drive-through use ~~shall~~ **must** be limited to service windows which are part of a primary use structure, and no more than 2 queuing lanes.
- (b) Drive-up facilities ~~shall~~ **must** be designed so that circulation and drive-up windows are not adjacent to sidewalks or between buildings and the street, to the maximum extent practicable.

**(2) Parking Lots and Parking Structures, Public and Private.**

- (a) In MUC Districts, surface parking lots abutting public streets ~~shall~~ **must** include perimeter landscaping and ~~shade trees parking lot planting~~ as specified in SDC ~~3.2.3245~~ and ~~4.4.1050~~.
  - (b) Parking structures located within 20 feet of pedestrian facilities, including, but not limited to: public or private streets, pedestrian accessways, greenways, transit stations, shelters, or plazas, ~~shall~~ **must** provide a pedestrian-scale environment on the façade facing the pedestrian facility. One or more of the following techniques may be used:
    - (i) Provide retail or office uses on the ground floor of the parking structure facing the pedestrian facility;
    - (ii) Provide architectural features that enhance the ground floor of a parking structure adjacent to the pedestrian facility, for example, building articulation, awnings, canopies, building ornamentation and art; and/or
    - (iii) Provide pedestrian amenities in the transition area between the parking structure and pedestrian facility, including landscaping, trellises, seating areas, kiosks, water features with a sitting area, plazas, outdoor eating areas, and drinking fountains.
  - (c) In MUC Districts, parking lots ~~shall~~ **must** be located beside or behind buildings, internal to the development on a site. Existing or new outparcel buildings between a large parking lot and the street ~~shall~~ **must** be used to help define the streetscape, and lessen the visual impact of the parking lot from the street.
  - (d) Small scale repair and maintenance services. In MUC Districts these services ~~shall~~ **must** take place entirely indoors, and buildings ~~shall~~ **must** be constructed and utilized to ensure that noise or odor ~~does~~ not disturb the normal operation and tranquility of neighboring residential and business areas.
- (B)** Specific development standards for uses within the MUE District ~~shall be~~ **are** the same as those specified in SDC ~~3.2.4240~~ as an ~~"S"~~ use and listed in applicable subsections of this section.

- (C) Specific development standards for uses within the MUR District ~~shall be~~ are the same as those specified in SDC [3.2.210](#) as an ~~an~~ “S” use and listed in applicable subsections of this section as they apply to ~~R-2 MDR~~ and ~~R-3 HDR~~ development.

**EXCEPTIONS:**

- (1) Professional offices specified in SDC ~~4.7.335~~~~4.7.190~~ are exempt from those specific development standards, but ~~shall~~ must meet the standards for development specified in SDC [3.2.630](#)(C)(3).
- (2) The MUR District allows uses that are not allowed in the ~~MDR~~~~R-2~~ and ~~R-3 HDR~~ Districts. Permitted uses are listed in SDC [3.2.610](#). Nonresidential uses that are not “professional office” related but have “S” designations in SDC [3.2.610](#), ~~shall~~ must comply with the development standards listed in SDC [3.2.630](#)(C)(3).
- (3) Residential and Child Care Uses ~~shall~~ must comply with the specific development standards listed in SDC ~~4.7.425~~~~340~~ and ~~4.7.350~~.

*Commentary: Following the recent Development Code Update Project, the distinction between Type 1 and Type 2 manufactured dwelling units was removed. Therefore, remove (D) and clarify throughout 4.7.185 that the night watchman’s quarters refer to a “manufactured home” and not a “manufactured unit”.*

**4.7.185 Night Watchman’s Quarters.**

A manufactured home unit, provided it meets City and State standards for safety and construction, may be used as a permanent residence for employees of businesses or property owners in Community Commercial, Light Medium Industrial, and Heavy Industrial Districts when their presence is required for security purposes by the employer 24 hours a day; provided the following standards are met.

- (A) A permanent foundation ~~shall~~ must be provided for the manufactured unit home, unless the manufactured unit home will be used for less than 120 days.
- (B) The manufactured unit home ~~shall~~ must be removed from the premises within 30 days if the business requiring security personnel or the property owner ceases operation.
- (C) Foundation cover-skirting, landscaping, and backfill ~~shall be~~ is required.

~~(D) — The manufactured unit is either a Type 1 or Type 2.~~

*Commentary: Move this section to 4.7.335 Professional Offices in Residential Districts as the standards in this section are specific to professional offices in residential districts.*

**4.7.190 Professional Offices.**

~~(A) — Professional offices in residential districts are permitted when:~~



- ~~(1) — The lots/parcels are adjacent to CC, MUC or MRC Districts; and~~
- ~~(2) — The majority of the square footage of the structure on the lot/parcel is not more than 100 feet from CC, MUC or MRC Districts. Where public right-of way separates the residential district from the commercial district, the right-of-way width is not counted in the measurement.~~
- ~~(B) — A professional office exceeding 2,000 square feet of gross floor area shall abut an arterial or collector street.~~
- ~~(C) — No parking shall be permitted within the front yard setback. Required parking shall be screened from the public view.~~
- ~~(D) — For structures on the Springfield Historic Inventory, any external modification shall be fully compatible with the original design.~~
- ~~(E) — Professional offices permitted are limited to: accountants, architects, attorneys, computer programmers, designers, engineers, insurance agencies, investment counselors, licensed real estate agents, medical and dental practitioners, counselors, planners, and studios for artists, interior decorators and photographers, and similar general office uses engaged in support services to their businesses and/or their parent companies.~~
- ~~(F) — A minimum of 25 percent of the lot/parcel shall be landscaped.~~

*Commentary: The screening standards listed in (A) are incorrect. They have been amended to reference SDC 4.4.110 Screening.*

*Only terms that are being added, amended, or removed are shown under this section. Other subsections in 4.7.195 that do not appear herein, are not intended to be amended.*

#### **4.7.195 Public/Private Elementary/Middle Schools.**

- (A) Schools are identified in the Metro Plan or Springfield Comprehensive Plan as key urban services, ~~which shall and must~~ be provided in an efficient and logical manner to keep pace with demand. Schools may be located in any ~~zone-district~~ that permits schools. A unique relationship exists between schools and the community, which requires special consideration when applying screening standards. Maintaining clear sight lines for the security and safety of children is desirable and may be achieved through the use of non-opaque fencing and/or landscaping. The screening standards in SDC 4.4.110 ~~5.17.100~~ are applied only when required to screen playground structures, spectator seating facilities, parking, storage yards and trash receptacles or where significant conflicts are determined by the Director.

\*\*\*\*

*Commentary: The standards in this section specific to the Residential Districts, Booth Kelly Mixed-Use District (BKMU), Public Land and Open Space District (PLO), and the Urbanizable Fringe Overlay District (UF-10) will be moved to their applicable district (SDC 3.4.330 Booth Kelly Mixed-Use Development Standards—Specific, 3.2.720 Base Zone Development Standards [in the PLO District]—Specific, 3.3.825 Development Standards [in the UF-10 District]), and 4.7.330 Public and Private Parks in Residential Districts).*

#### **~~4.7.200 Public and Private Parks.~~**

~~Public parks shall be designated in the Metro Plan including the Willamalane Park and Recreation District Comprehensive Plan or be approved in accordance with a Discretionary Use application as specified in SDC 5.9.100.~~

##### **~~(A) Standards for Public and Private Parks in the BKMU District.~~**

- ~~(1) Community Parks shall be designated on a Park Facilities Plan adopted by the City, or be approved in accordance with Type 3 review procedure (Discretionary Use).~~
- ~~(2) A Traffic Impact Study shall be prepared by a Traffic Engineer and approved by the City Engineer.~~

##### **~~(B) Standards for Public and Private Parks in the PLO District.~~**

- ~~(1) Primary access shall be on arterial or collector streets unless specified or exempted elsewhere in this section.~~
- ~~(2) Stadiums, swimming pools and other major noise generators within parks shall be located at least 30 feet from residential property lines and screened by a noise attenuating barrier.~~
- ~~(3) Community and regional parks shall be designated on a Park Facilities Plan adopted by the City, or be approved in accordance with Type 3 review procedure (Discretionary Use).~~
- ~~(4) A Traffic Impact Study must be prepared by a Traffic Engineer and approved by the City Engineer.~~

##### **~~(C) Standards for the Urbanizable Fringe Overlay District.~~** Neighborhood Parks must be shown on the Metro Plan or an adopted refinement plan, or be reviewed under Type 3 Discretionary Use procedures.

*Commentary: These standards are specific to the Public Land and Open Space standards. Therefore, move these standards to SDC 3.2.720 Base Zone Development Standards [in the PLO District]—Specific.*

#### **~~4.7.203 Public Land and Open Space.~~**

- ~~(A) Primary access shall be on arterial or collector streets except as provided or exempted elsewhere in SDC 3.2.700.~~
- ~~(B) Stadiums, swimming pools and other major noise generators shall be located at least 30 feet from residential property lines and shall be screened by a noise attenuating barrier.~~
- ~~(C) Community and regional parks shall comply with the criteria specified in SDC 4.7.200(B).~~
- ~~(D) For all special uses, a traffic impact study shall be prepared as specified in SDC 4.2.105(A)(4).~~
- ~~(E) R.V. parks and campgrounds within regional parks shall comply with the standards specified in SDC 4.7.220(D).~~
- ~~(F) Private/Public Elementary and Middle Schools shall meet the standards specified in SDC 4.7.195.~~
- ~~(G) Wellness centers shall comply with the criteria specified in SDC 4.7.250.~~
- ~~(H) Pedestrian amenities for public buildings in mixed uses Metro Plan land use designations as specified in SDC 3.2.625(G).~~

**Commentary:** Remove this section and move the standards to their respective district.

- For standard (A), move this standard to SDC 3.2.330 Development Standards [in Commercial Districts] – Specific as this standard is specific to commercial districts in areas designated mixed-use.
- For standard (B), remove this standard from the code. The phrase ‘the residential development standards of the applicable mixed-use zoning and/or overlay district apply to the residential use’ is an obvious statement and redundant if it was moved to the mixed-use zoning district standards in either SDC 3.2.600 or SDC 4.7.180.
- For standard (C), it was originally listed in Table 3.2.215 but was removed during the 2022 Development Code Update Project. Remove this standard and apply the correct references to Setbacks (SDC 3.2.220) and Height (SDC 3.2.230) in Table 3.2.320 Permitted Uses in Commercial Districts.
- For standard (D), move this standard to SDC 3.4.330 Booth Kelly Mixed-Use Development Standards—Specific as there is no reference to this standard in the Booth Kelly Mixed-Use District.

#### **4.7.210 Residential Uses in Commercial Districts.**

- ~~(A) In areas designated mixed use on the Springfield Comprehensive Plan Map or a Refinement Plan diagram, Plan District map, or Conceptual Development Plan, multiple unit housing developments must meet the standards as specified in the applicable regulation. R-2 and R-3 District standards contained in this code must be followed where the Springfield Comprehensive Plan Map, a Refinement Plan diagram, Plan District map, or Conceptual Development Plan does not specify development standards, or in areas where no applicable regulation has been prepared.~~

- ~~(B) In areas with mixed use zoning, the residential development standards of the applicable mixed use zoning and/or overlay district apply to the residential use.~~
- ~~(C) One single-unit dwelling, detached or attached to a commercial building in the NC or CC Districts as a secondary use, shall comply with the residential development standards of SDC 3.2.215 concerning setbacks and height.~~
- ~~(D) In the BKMU Plan District, residential uses shall be encouraged as second story uses above commercial and industrial uses and shall not occupy more than 35 percent of the land area within the BKMU Plan District. All MDR development standards specified in SDC 3.2.200 apply.~~

*Commentary: House Bill 2984 requires local governments to allow conversion of a building from commercial to residential use without requiring a zone change or conditional use permit, as long as the land is not in an industrial district. The conversion is subject to the following special standards.*

#### **4.7.215 Conversion from Commercial to Residential Use**

- (A) The conversion of a building or a portion of a building from a commercial use to a residential use is permitted in land use districts where residential uses are a permitted or conditional use subject to the standards and requirements of said district.
- (B) The conversion of a building or a portion of a building from a commercial use to a residential use is also permitted in land use districts that do not allow residential uses unless the building is:
  - (1) In an industrial district.
  - (2) Not able to be adequately served by water, sewer, storm water drainage or streets at the time that the conversion is complete;
  - (3) In the Hillside Overlay District;
  - (4) In the Floodplain Overlay District;
  - (5) Within Water Quality Limited Watercourse riparian areas specified in SDC 4.3.115(A); and
  - (6) Within development setbacks for locally significant wetlands and riparian areas as specified in SDC 4.3.117(C).

*Commentary: This standard is specific to the GO District; therefore, move this standard to SDC 3.2.330 [Commercial Districts] Development Standards – Specific.*

#### **4.7.230 Secondary Retail Sales in the GO District.**



~~The cumulative total area of secondary retail uses, exercise studios, and sit-down restaurants and delicatessens in the GO District shall be limited to no more than 10 percent of the gross floor area of the office building in which they are sited.~~

*Commentary: This standard is specific to the NC District; therefore, move this standard to SDC 3.2.330 [Commercial Districts] Development Standards – Specific.*

#### ~~4.7.235 Small Scale Repair and Maintenance Services.~~

~~In the NC District, these services shall take place entirely indoors, and buildings shall be utilized to ensure that noise or odor do not disturb the normal operation and tranquility of neighboring residential and business area.~~

*Commentary: Remove this section and move the standards to their respective district. For standards (A) through (F), move the standards to SDC 3.2.428 Development Standards [Industrial Districts]—Specific, as the use is specific to the Industrial Districts. For standards (G)(1) through (4), move the standards to SDC 3.4.330 Booth Kelly Mixed-Use Development Standards—Specific.*

#### ~~4.7.245 Warehouse and Wholesale Sales.~~

~~(A) Buildings shall be located in the front of lots/parcels, where possible, to minimize the visibility of outdoor storage yards or areas.~~

~~(B) Any outdoor storage yard or area shall be surrounded by a sight-obscuring fence.~~

~~**EXCEPTION:** Sales of heavy equipment and trucks does not require fencing.~~

~~(C) In the Downtown Exception Area, the storage and display of rental equipment shall be confined within a building.~~

~~(D) Existing uses in this category shall adhere to the standards of subsections (B) and (C), above by May 5, 1991.~~

~~(E) For mini-storage facilities, an on-site manager's living quarters shall be permitted when the living quarters are constructed as part of and attached to a new or existing mini-storage facility.~~

~~(F) **Light-Medium Industrial and Warehousing.** For Warehouse-Commercial use, at least 50 percent of the structure shall be used for storage of materials and 50 percent or less may be used for combined retail and office floor space.~~

~~(G) Special provisions for the BKMU District:~~

~~(1) Buildings shall be located to minimize the visibility of outdoor storage yards or areas.~~

~~(2) Outdoor storage yards shall only be permitted as a secondary use.~~

- ~~(3) Any outdoor storage yard or area shall be surrounded by a sight-obscuring fence.~~
- ~~(4) **Light-Medium Industrial and Warehousing.** For Warehouse-Commercial use, at least 50 percent of the structure is used for storage of materials and 50 percent or less may be used for combined retail and office floor space.~~

*Commentary: These standards are specific to the Public Land and Open Space standards. Therefore, move these standards to SDC 3.2.720 Base Zone Development Standards [in the PLO District]—Specific.*

#### ~~4.7.250 Wellness Centers in the PLO District.~~

- ~~(A) The building is owned by a public agency.~~
- ~~(B) The center is secondary to a primary public community recreation center on the same development site. The square footage that is dedicated to non-public, wellness-related uses shall not exceed 50 percent of the combined total area (within the center and within the primary recreation facility) that is dedicated to public, recreation-related uses.~~

### **4.7.300 – STANDARDS AND REGULATIONS FOR CERTAIN RESIDENTIAL USES AND CERTAIN USES IN RESIDENTIAL DISTRICTS**

*Commentary: The standards in this section were moved from 4.7.200 Public and Private Parks as the standards in this section are specific to public and private parks in residential districts.*

#### **4.7.330 Public and Private Parks in Residential Districts**

Public parks must be designated in the Willamalane Park and Recreation District Comprehensive Plan or be approved in accordance with a Discretionary Use application as specified in SDC 5.9.100.

*Commentary: The standards in this section were moved from 4.7.190 Professional Offices as the standards in this section are specific to professional offices in residential districts.*

#### **4.7.335 Professional Offices in Residential Districts**

- (A) Professional offices in residential districts are permitted when:
  - (1) The lots or parcels are adjacent to CC, MUC or MRC Districts; and
  - (2) The majority of the square footage of the structure on the lot or parcel is not more than 100 feet from CC, MUC or MRC Districts. Where public-right-of-way separates the residential district from the commercial district, the right-of-way width is not counted in the measurement.
- (B) A professional office exceeding 2,000 square feet of gross floor area must abut an arterial or collector street.

- (C) No parking is permitted within the front yard setback. Required parking must be screened from the public view.
- (D) For structures on the Springfield Historic Inventory, any external modification must be fully compatible with the original design.
- (E) Professional offices permitted are limited to: accountants, architects, attorneys, computer programmers, designers, engineers, insurance agencies, investment counselors, licensed real estate agents, medical and dental practitioners, counselors, planners, and studios for artists, interior decorators and photographers, and similar general office uses engaged in support services to their businesses and/or their parent companies.
- (F) A minimum of 25 percent of the lot or parcel must be landscaped.

*Commentary: This section was amended to comply with House Bill 3151 which permits income-qualified housing as a manufactured dwelling park provided the property serves households with incomes at 120 percent or less of the area median income (addressed in SDC 4.7.405(B)(3)) and if the park is owned as a nonprofit cooperative as defined in ORS 62.803. However, the standards in this section do not apply to a manufactured dwelling park that meets the income-qualified housing standards in 4.7.405.*

#### **4.7.345 Manufactured Dwelling Park.**

A manufactured dwelling park is subject the following criteria:

- (A) Minimum Area Required.** A manufactured dwelling park must consist of a minimum area of 1 acre.
- (B) Density.** The manufactured dwelling park must comply with the applicable net density standards in SDC [3.2.235](#) as applied to the entire development area.
- (C) Access.** A manufactured dwelling park access must be located on public streets improved to meet minimum standards and which are improved to a point intersecting a collector or arterial street.
- (D) Permitted Uses.** A manufactured dwelling park may contain manufactured homes and accessory structures permitted in this chapter, community laundry and recreation facilities, and other common buildings for use by park residents only, and 1 residence other than a manufactured dwelling for the use of a caretaker or a manager responsible for maintaining or operating the property.
- (E) Access Improvement Standards.** The manufactured dwelling park may be improved with private streets as provided in SDC [4.2.110](#). If parking is provided alongside the private street, the parking area must be at least 8 feet wide in addition to the minimum width of the private street.

~~(F) **Income-Qualified Housing.** The standards of this section do not apply to a manufactured dwelling park that meets the standards for income-qualified housing according to the standards in SDC 4.7.405.~~

*Commentary: Reorganize the standards in SDC 4.7.370 to make the code clearer and easier to interpret. This section is now specific to income-qualified housing on property owned by religious nonprofits. Remove the definition of place of worship and move it to SDC 6.1.110 Meaning of Specific Words and Terms and remove (E)(1) as the standard conflicted with standard (E).*

**4.7.370 ~~Income-Qualified Housing on Place of Worship and~~ Property Owned by Religious Nonprofits.**

~~(A) **Purpose.** A place of worship may include the following permitted associated uses as described in ORS 227.500.~~

~~(1) — Worship services.~~

~~(2) — Religion classes.~~

~~(3) — Weddings.~~

~~(4) — Funerals.~~

~~(5) — Meal programs.~~

~~(6) — Childcare, but not including private or parochial school education for prekindergarten through grade 12 or higher education.~~

~~(B)~~ Income-qualified **Affordable** housing is permitted on property owned by a nonprofit corporation organized as a religious corporation as provided in this section, regardless of whether the property includes a place of worship as described in SDC 6.1.110 and ORS 227.500. This section is not intended to limit development of income-qualified affordable housing that is otherwise permitted in accordance with this code.

~~(B)~~ ~~(C) **Affordability.**~~ As used in this section, “income-qualified affordable housing” means residential property whose affordability is enforceable as described in ORS 456.270 to 456.295 for a duration of no less than 60 years, and is affordable to households with incomes of 60 percent or less of the area median income as determined by the Oregon Housing Stability Council.

~~(D) — Except where the code specifically states otherwise, development of affordable housing under subsection (B) above is subject to the following standards of the underlying residential district, or if the property is not within a residential district, the standards applicable to the abutting residential district with greatest maximum density:~~

~~(1) — Lot area, dimensions, and coverage standards;~~



- ~~(2) Setbacks;~~
- ~~(3) Height standards;~~
- ~~(4) On-site infrastructure standards applicable under Chapter 4; and~~
- ~~(5) Architectural Design Standards in SDC 4.7.375 and Multiple Unit Housing (Clear and Objective Standards) in SDC 4.7.380.~~

**(C) (E) Nonresidential districts.**

- (a)** The city will approve the development of Affordable-income-qualified housing permitted under subsection (A) and (B) is permitted on property that is not within a residential land use district or mixed-use residential land use district only if:
  - ~~(1) The property is within a R-1, R-2, R-3, MUR, or Glenwood RMU district; or~~
    - (i)** ~~(4)~~ The property directly abuts a R-1, R-2, R-3, MUR, or Glenwood RMU district; and
    - (ii)** ~~(2)~~ The property is not within a CI, LMI, HI, SHI, MUE, or Glenwood EMU district.
  - (b)** Income-qualified housing allowed under this subsection will be subject only to the restrictions applicable to the contiguous residential district and without requiring that the property be rezoned for residential uses. If there is more than one contiguous residential property, the standards of the residential district with the greatest density apply.

*Commentary: In 4.7.375, the Clear and Objective Standards in (C) include (1) Building Form, (2) Building Orientation, and (3) Detailed Design. There are no building form and building orientation for the Discretionary Option except for the standards in 4.7.385(B) and (C). For consistency and clarity, move the standards in 4.7.385(B) and (C) to this section and rename the existing 4.7.375(D)(3) to Detailed Design, Design Review Option for the Discretionary tract (in comparison to the Detailed Design, Menu Option for the Clear and Objective tract in (C)(3)). After moving the standards from 4.7.385 some language in 4.7.375(D)(3) was made redundant and thus removed from the code language.*

**4.7.375 Architectural Design Standards.**

- (A)** **Purpose.** The architectural standards are intended to provide detailed, human-scale design, while affording flexibility to use a variety of building styles for certain types of development.
- (B)** **Applicability. This section applies to the following types of buildings.**
  - (1)** Multiple unit housing.

- (2) Public and institutional buildings<sup>s</sup> in Residential Districts.
- (3) Commercial buildings<sup>s</sup> in Neighborhood Commercial District.
- (4) Mixed-use buildings<sup>s</sup> in Residential Districts and the Mixed-Use Residential District.
- (5) All other types of permitted/conditional nonresidential use buildings listed in Table 3.2.210 when built in a Residential District.

**(C) Standards (Clear and Objective).** All buildings that are subject to this section must comply with all the following standards. The graphics provided with each standard are intended to show examples of how to comply and are for illustrative purposes only. Other building styles and designs can be used to comply, so long as they are consistent with the text of this section. An architectural feature may be used to comply with more than one standard.

- (1) **Building Form.** All buildings must incorporate design features such as offsets, balconies, projections, window reveals, or similar elements to preclude large expanses of uninterrupted building surfaces, as shown in Figure 4.7-Q below. Along the vertical face of a structure, such features must occur at a minimum of every 40 feet, on each floor, and must contain at least 2 of the following features.
  - (a) Recess (e.g., deck, patio, courtyard, entrance, or similar feature) that has a minimum depth of 6 feet.
  - (b) Extension (e.g., floor area, deck, patio, entrance, or similar feature) that projects a minimum of 2 feet and runs horizontally for a minimum length of 4 feet; and/or
  - (c) Offsets or breaks in roof elevation of 2 feet or greater in height.

**Figure 4.7-Q Building Form (Multiple unit housing example)**



- (2) **Building Orientation.** All building elevations adjacent to a street right-of-way must provide doors, porches, balconies, and/or windows. A minimum of 40 percent of street-facing elevations, and a minimum of 30 percent of side and rear building elevations, must meet this standard. Percent of elevation is measured as

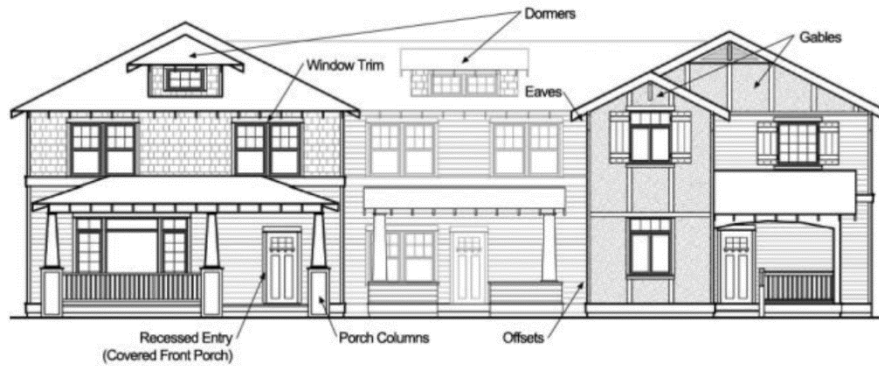
the horizontal plane (lineal feet) containing doors, porches, balconies, terraces and/or windows. The standard applies to each full and partial building story.

- (3) **Detailed Design – Menu Option.** All buildings must provide detailed design along all elevations which are visible from the street(s) adjacent to the property (i.e., front, rear and sides).

~~(a)~~ **Menu Option.** Detailed design may be provided, through a Type 1 approval process according to SDC 5.1.300, by using at least 6 of the following 13 architectural features on all applicable elevations, as appropriate for the proposed building type and style (may vary features on rear/side/front elevations).

- ~~(i)~~ (a) Dormers.
- ~~(ii)~~ (b) Gables.
- ~~(iii)~~ (c) Recessed entries.
- ~~(iv)~~ (d) Covered front porches.
- ~~(v)~~ (e) Pillars or posts.
- ~~(vi)~~ (f) Eaves (minimum 12-inch projection).
- ~~(vii)~~ (g) Window trim (minimum 3½ inches wide).
- ~~(viii)~~ (h) Bay windows.
- ~~(ix)~~ (i) Balconies.
- ~~(x)~~ (j) Offsets in the building face by a minimum of 18 inches.
- ~~(xi)~~ (k) Offsets or breaks in roof elevation of 2 feet or greater in height.
- ~~(xii)~~ (l) Decorative patterns on the exterior finish (such as using shingles, wainscoting, and/or board and batten).
- ~~(xiii)~~ (m) Variation in façade building materials, including, but not limited to, tile, brick, and wood.

Figure 4.7-R Examples of Architectural Details



**(D) Design Review Option (Discretionary Review Option).** The architectural standards may be met by showing compliance with the following criteria through a Type 2 or Type 3 application process in accordance with SDC 5.1.400.

**(1) Building Form.** The Approval Authority must find that the proposed design promotes building forms that contribute positively to a sense of neighborhood and to the overall streetscape. This criterion may be met by complying with (a) or (b) below or by meeting SDC 4.7.390.

**(a) Type 2 Process (See Figure 4.7-M)**

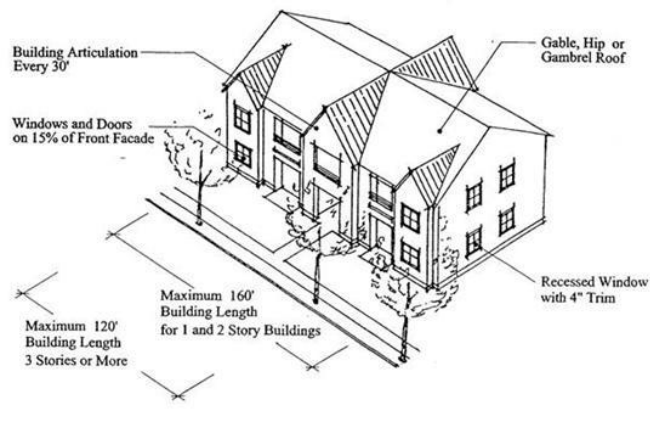
- (i) Structures that have 1 or 2 stories must not have continuous horizontal distance exceeding 160 feet (measured from end wall to end wall). Structures that have 3 or greater stories must not have a continuous horizontal distance exceeding 120 feet (measured from end wall to end wall).**
- (ii) A minimum of 15 percent of the front façade (area measurement) must contain windows or doors. All windows and doors must provide 4-inch trim or be recessed (i.e., into the front façade) to provide shadowing.**
- (iii) Garages attached to living units and accessed from the street (front setback) must be recessed at least 4 feet behind the front façade of a dwelling structure.**
- (iv) Exterior building elevations must incorporate design features including offsets, balconies, projections, window reveals, or similar elements to preclude large expansions of uninterrupted building surfaces. Along the vertical face of a structure, the features must occur at a minimum of every 30 feet, and on each floor must contain a minimum of 2 of the following features:**
  - A. Recesses (e.g., deck, patio, courtyard, entrance, window reveals) that have a minimum depth of 3 feet;**



- B.** Extensions (e.g., floor area, deck, patio, entrance) that have a minimum depth of 2 feet and minimum length of 4 feet; and/or
- C.** Offsets or breaks in roof elevation of 2 feet or greater in height.

**Building Form**

**Figure 4.7-M**



**(b) Type 3 Process.**

- (i)** Design exterior building elevations to avoid large expanses of uninterrupted building surfaces.
- (ii)** Depict building scale consistent with nearby buildings; “scale” relates to the size of various features (including, but not limited to, entries, roof surfaces, façades, windows and materials) as compared to those features on nearby buildings.
- (iii)** Provide transitions to nearby buildings by massing; “mass” relates to the overall size or bulk of a building or its principal parts.
- (iv)** Provide porches, bays, and balconies that compliment nearby buildings.
- (v)** Provide roof variations through offsets, breaks and/or extensions.
- (vi)** Provide transition between the multiple unit housing and R-1 districts.
- (vii)** Protect on-site and off-site natural and designated historic features.

(viii) Provide human-scaled architectural detail.

(ix) Provide visual variety in elevations, architectural details, colors, and materials, compatible with existing development.

(2) **Building Orientation.** The Approval Authority must find that the proposed design contributes positively to the neighborhood and overall streetscape by carefully relating building mass, frontages, entries, and yards to streets and to adjacent properties. This criterion may be met by complying with either (a) or (b) below.

(a) **Type 2 Process.** Building oriented to the street along a minimum of 50 percent of the site's frontage (See Figure 4.7-N). The "orientation" standard is met when all of the following are met:

(i) Primary building entrances must face the street.

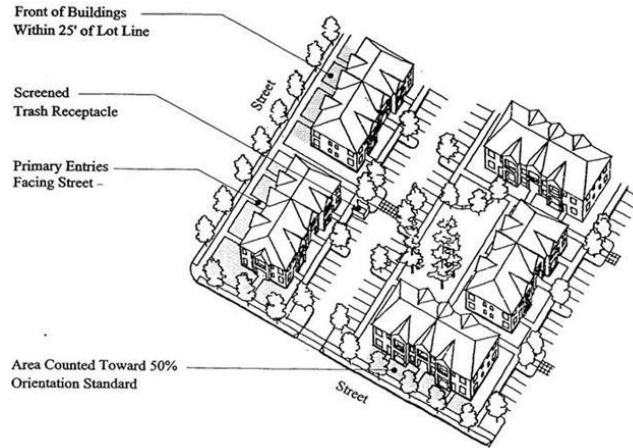
(ii) The front of the buildings must be within 25 feet of the front lot or parcel line. However, open, courtyard space in excess of 25 feet may be placed in front of building entrances. Open courtyard space is defined as usable, hard-surfaced space with pedestrian amenities including benches, seating walls or similar furnishings.

(iii) Off-street parking or vehicular circulation must not be placed between buildings and streets used to comply with this standard.

(iv) Wetlands, slopes over 15 percent as specified in SDC 3.3.500, and wooded areas protected by SDC 5.19.100, must not be counted as "frontage" for determining required building orientation. For example, if jurisdictional wetlands and/or wetland buffer occupy 100 feet out of a total of 400 feet, then only 300 feet is counted as "frontage" for determining required building orientation. In this example, 150 feet (50 percent) is the required amount of frontage to meet the building orientation standard.

### **Building Orientation and Storage**

#### **Figure 4.7-N**



**(b) Type 3 Process. Considering the following guidelines:**

**(i)** Orient buildings to an internal circulation system that mimics a public street in appearance (including, but not limited to, sidewalks, landscaping, crosswalks, lighting, parallel parking), and does not diminish the appearance and safety of abutting primary public streets. Examples of “diminished appearance” include a fence along the sidewalk that isolates pedestrians between it and the street; the location of garbage and recycling receptacles, utility vaults, etc. in the “rear” yard (abutting a public street); and similar impacts on the streetscape.

**(ii)** Other design elements that provide exceptional design, and on balance, justify approval of the development with less than full compliance with the building orientation standard. Examples of such design elements include protection of natural and cultural resources; minimization of slope and tree cutting impacts; provision of pedestrian amenities along the public street; and similar public benefits that effectively accomplish the intent of the standard.

**(3) ~~(b)~~ Detailed Design, Design Review Option.** Detailed design may be provided by showing compliance with the following design criteria through a Type 2 application process in accordance with SDC 5.1.400.

**(a)** **(i)** The general size, shape, and scale of the structure(s) are architecturally compatible with the site and with the surrounding neighborhood, unless such compatibility with existing structures does not reflect the long-term purpose or intent of the underlying land use district of the subject site.

~~(ii) If the project includes a structure or structures greater than 20,000 square feet in floor area, the design must incorporate changes in direction and divide large masses into varying heights and sizes by breaking up building sections, or by using such elements as variable planes, projections, bays, dormers, setbacks, canopies, awnings, parapets, changes in the roofline, materials, color, or textures.~~

- (b)** ~~(iii)~~ Exterior finish on vertical surfaces must be primarily of materials such as masonry/wood siding, shingles, or stucco. The use of sheet metal or plywood must not exceed 50 percent of the wall area. No smooth-faced cinder block construction is permitted on front elevations. Cinder block construction for side and rear elevations is permitted by approval through the review process.

*Commentary: Remove the reference to Clear and Objective Development Standards for Multiple Unit Housing Developments 'in the R-2 and R-3 Districts' as multiple unit housing is allowed in other districts besides R-2 and R-3.*

*Other subsections in 4.7.380 that do not appear herein, are not intended to be amended.*

#### **4.7.380 Multiple Unit Housing (Clear and Objective Standards).**

- (A) Purpose.** The purpose of the multiple unit housing standards is to provide for higher density housing in locations that are convenient to commercial uses and future transit opportunities.
- (B) Review.** Type 1 review process.
- (C) Development Standards for Multiple Unit Housing Developments ~~in the R-2 and R-3 Districts~~.** The following standards apply to multiple unit housing developments unless otherwise stated. These standards do not apply to Cottage Cluster Housing developments.

**\*\*\*\***

*Commentary: As stated above, move the standards in 4.7.385(B) Building Orientation and (C) Building Form to 4.7.375 (D) Design Review Option (Discretionary Review Option) for clarity and consistency. Other amendments include:*

- Renumbering (B) through (H) following the removal of Sections (B) and (C); and*
- Amending references to sections that were changed with these amendments.*

*Subsection within 4.7.385 that do not appear herein, are not intended to be amended.*

#### **4.7.385 Multiple Unit Housing (Discretionary Option).**

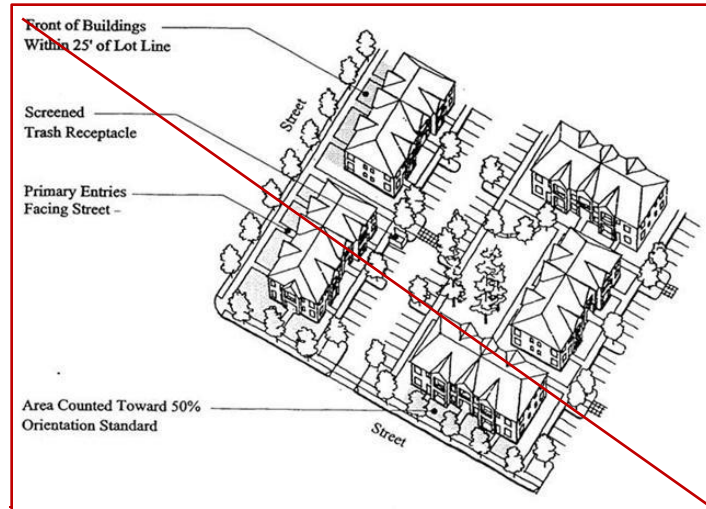
- (A) Description.** The Approval Authority may approve a proposal that is not in compliance with the clear and objective multiple unit housing design standards listed in



SDC [4.7.380](#) that are not allowed through SDC [4.7.390](#) through a Type 2 or 3 procedure in conjunction with review under the Site Plan Review approval process and standards in SDC 5.17.100. ~~In addition, the applicant may choose this Type 3 procedure when proposing an innovative design that may preclude compliance with 1 or more of the design standards under SDC 4.7.380.~~ The multiple unit housing ~~design~~ standards are: ~~Building Orientation; Building Form; Storage; Transition and Compatibility Between Multiple unit housing and R-1 Development; Open Space; Landscaping; Pedestrian Circulation; Parking; and Vehicular Circulation.~~ The Approval Authority must find that the application complies with or exceeds the criteria for each applicable design standard; criteria are listed under the type of review procedure to which they apply. ~~Upon appeal of a Type 2 approval granted under this section, the Type 2 criteria continue to apply. Criteria for design standards not relevant to the application do not require a finding by the Approval Authority, unless the guidelines in subsections (B) through (I) are implemented.~~

- ~~(B) — **Building Orientation.** The Approval Authority must find that the proposed design contributes positively to the neighborhood and overall streetscape by carefully relating building mass, frontages, entries, and yards to streets and to adjacent properties. This criterion may be met by complying with either (B)(1) or (2) below.~~
- ~~(1) — **Type 2 Process.** Building oriented to the street along a minimum of 50 percent of the site's frontage (See Figure 4.7-M). The "orientation" standard is met when all of the following criteria are met:~~
- ~~(a) — Primary building entrances must face the street.~~
  - ~~(b) — The front of the buildings must be within 25 feet of the front lot/parcel line. However, open, courtyard space in excess of 25 feet may be placed in front of building entrances. Open courtyard space is defined as usable, hard-surfaced space with pedestrian amenities including benches, seating walls or similar furnishings.~~
  - ~~(c) — Off street parking or vehicular circulation must not be placed between buildings and streets used to comply with this standard.~~
  - ~~(d) — Wetlands, slopes over 15 percent as specified in SDC [3.3.500](#), and wooded areas protected by SDC [5.19.100](#), must not be counted as "frontage" for determining required building orientation. For example, if jurisdictional wetlands and/or wetland buffer occupy 100 feet out of a total of 400 feet, then only 300 feet is counted as "frontage" for determining required building orientation. In this example, 150 feet (50 percent) is the required amount of frontage to meet the building orientation requirement.~~

**Building Orientation and Storage**  
**Figure 4.7-M**



~~(2) — Type 3 Process. Considering the following guidelines:~~

- ~~(a) — Orient buildings to an internal circulation system that mimics a public street in appearance (including, but not limited to, sidewalks, landscaping, cross-walks, lighting, parallel parking), and does not diminish the appearance and safety of abutting primary public streets. Examples of “diminished appearance” include a fence along the sidewalk that isolates pedestrians between it and the street; the location of garbage and recycling receptacles, utility vaults, etc. in the “rear” yard (abutting a public street); and similar impacts on the streetscape.~~
- ~~(b) — Other design elements that provide exceptional design, and on balance, justify approval of the development with less than full compliance with the building orientation standard. Examples of such design elements include protection of natural and cultural resources; minimization of slope and tree cutting impacts; provision of pedestrian amenities along the public street; and similar public benefits that effectively accomplish the intent of the standard.~~

~~(C) — **Building Form.** The Approval Authority must find that the proposed design promotes building forms that contribute positively to a sense of neighborhood and to the overall streetscape. This criterion may be met by complying with either (C)(1) or (2) below or by meeting SDC 4.7.390.~~

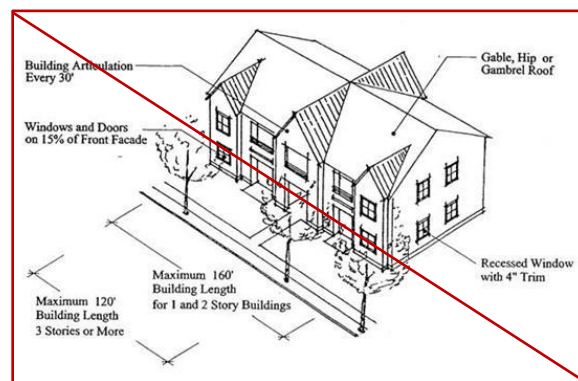
~~(1) — Type 2 Process (See Figure 4.7-N).~~

- ~~(a) — Structures that have 1 or 2 stories must not have continuous horizontal distance exceeding 160 feet (measured from end wall to end wall). Structures that have 3 or greater stories must not have a continuous horizontal distance exceeding 120 feet (measured from end wall to end wall).~~

- ~~(b) — A minimum of 15 percent of the front façade (area measurement) must contain windows or doors. All windows and doors must provide 4-inch trim or be recessed (i.e., into the front façade) to provide shadowing.~~
- ~~(c) — Garages attached to living units and accessed from the street (front setback) must be recessed at least 4 feet behind the front façade of a dwelling structure; and~~
- ~~(d) — Exterior building elevations must incorporate design features including offsets, balconies, projections, window reveals, or similar elements to preclude large expanses of uninterrupted building surfaces. Along the vertical face of a structure, the features must occur at a minimum of every 30 feet, and on each floor must contain a minimum of 2 of the following features:
  - ~~(i) — Recesses (e.g., deck, patio, courtyard, entrance, window reveals) that have a minimum depth of 3 feet;~~
  - ~~(ii) — Extensions (e.g., floor area, deck, patio, entrance) that have a minimum depth of 2 feet and minimum length of 4 feet; and/or~~
  - ~~(iii) — Offsets or breaks in roof elevation of 2 feet or greater in height.~~~~

### **Building Form**

**Figure 4.7-N**



### **(2) — Type 3 Process.**

- ~~(a) — Design exterior building elevations to avoid large expanses of uninterrupted building surfaces.~~
- ~~(b) — Depict building scale consistent with nearby buildings; “scale” relates to the size of various features (including, but not limited to, entries, roof surfaces, façades, windows and materials) as compared to those features on nearby buildings.~~

- ~~(c) Provide transitions to nearby buildings by massing; “mass” relates to the overall size or bulk of a building or its principal parts.~~
- ~~(d) Provide porches, bays, and balconies that compliment nearby buildings.~~
- ~~(e) Provide roof variations through offsets, breaks and/or extensions.~~
- ~~(f) Provide transition between the multiple unit housing and R-1 districts.~~
- ~~(g) Protect on site and off site natural and designated historic features.~~
- ~~(h) Provide human scaled architectural detail.~~
- ~~(i) Provide visual variety in elevations, architectural details, colors, and materials, compatible with existing development.~~

**(B)** ~~(D)~~ **Storage.** The Approval Authority must find that unsightliness, noise and odor of exterior utilities, garbage and recycling receptacle storage, and roof-mounted mechanical equipment is minimized by providing site facilities that are adequate and convenient for residents’ needs and ensuring that site facilities are practical, attractive, and easily maintained. This criterion may be met by complying with either ~~(D)~~(1) or (2) below or by meeting SDC [4.7.390](#).

**(1) Type 2 Process.**

- (a)** Adequate, accessible, and secure storage space must be provided for each dwelling. A minimum of 112 cubic feet of enclosed storage is required separate from the living unit. Garages and storage units adjoining a dwelling (e.g., attached to decks and patios) qualify as storage space.
- (b)** Garbage and recycling receptacles must be screened from view by placement of a solid wood fence, masonry wall, or similar sight-obscuring, gated enclosure, from 5 to 6 feet in height, Obscuring landscaping must be planted a minimum 24 inches in height at planting around all exposed sides of the wall or fence, unless breaks are provided for gates. The required screening must meet the standards of SDC [4.4.100](#).
- (c)** No garbage and recycling receptacles are allowed in any front yard setback, or within 25 feet of property lines abutting the R-1 land use district or low-density residential designated ~~properties-property~~.
- (d)** Ground-mounted equipment, including exterior transformers, utility pads, cable television, telephone boxes, and similar utility services, must be placed underground. Alternatively, equipment placed above ground, must be placed to minimize visual impact; or screened with a wall or landscaping. When walls are used they must be tall enough to completely screen the equipment at the time of the equipment installation. Landscaping must be planted tall enough to attain 50 percent coverage after 2 years and 100 percent coverage within 4 years.



\*\*\*\*

**(C) ~~(E)~~ Transition and Compatibility Between Multiple Unit Housing and R-1 District Development.** The Approval Authority must find that the development is located and designed in a manner compatible with surrounding development by creating reasonable transitions between multiple unit housing ~~and~~ sites and adjacent R-1 districts. This criterion may be met by complying with either subsection ~~(E)~~(1) or (2) below or by meeting SDC [4.7.390](#).

- (1) Type 2 Process.** Multi-unit developments adjacent to properties designated R-1 district must comply with the transition area and compatibility standards listed below, unless it can be demonstrated that adjacent R-1 district property is committed to a non-residential use (e.g., church) that is unlikely to change. In evaluating the status of an adjacent property, the Springfield Comprehensive Plan designation must take precedent over the current zone or use.
  - (a)** When a single unit dwelling is within 75 feet of the subject multiple unit housing development site and the single unit dwelling is on the same side of the street and same block as the multiple unit housing site, a setback similar to that of the nearest single unit dwelling must be used for the front yard. “Similar” means the multiple unit housing development setback is within 5 feet of the setback provided by the nearest single unit dwelling. For example, if the single unit dwelling setback is 20 feet, then the multiple unit housing building must be set back by 15 to 25 feet. The minimum front yard setback is 10 feet, as specified in SDC [3.2.220](#); and
  - (b)** A 25-foot buffer area must be provided between multiple unit housing development and property lines abutting an R-1 district property line, not including those property lines abutting rights-of-ways. Within the 25-foot buffer area, the following standards apply:
    - (i)** No vehicular circulation (i.e., driveways, drive lanes, maneuvering areas, and private streets) is allowed within the buffer, unless driveway placement within a buffer is required in order to comply with City, County or ODOT access management standards;
    - (ii)** Site obscuring landscaping is required and must meet the standards of SDC [4.4.100](#);
    - (iii)** Building encroachments are allowed, provided no building may encroach more than 10 feet into the 25-foot buffer and no primary entrance can face the abutting R-1 district property. Buildings must not exceed 1-one story or 21 feet high within the buffer, and must comply with all other applicable setbacks and transition areas specified elsewhere in this code;
    - (iv)** No active recreation areas (including, but not limited to: children’s play areas, play fields, swimming pools, sports courts) are allowed within the 25-foot buffer (garden spaces are not considered active recreation areas);

- (v) Lighting must meet the standards in SDC [4.5.100](#);
- (vi) Mechanical equipment must be screened from view in conformance with the standards of SDC [4.4.100](#), and must be buffered so that noise does not typically exceed 45 to 50 decibels as measured at the R-1 property line. The City may require a noise study certified by a licensed acoustical engineer; and
- (vii) All rooftop equipment must be hidden behind parapets or other structures designed into the building.

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**(D) ~~(F)~~ Open Space.**

- (1) The Approval Authority must find that the open space component is located and designed in a manner compatible with surrounding development when:
  - (a) On site and abutting natural features are integrated into the open space system of the multiple unit housing development.
  - (b) Amenities such as seating, children's play areas, lighting, and recreation facilities are provided within common open space areas and proportional to the needs of the development.
  - (c) A range of usable open space types (general, common, and private) ~~is~~ are provided and they are integrated with abutting public open space, if it exists.
  - (d) Negative impacts to on-site or abutting wetlands, waterways, and natural areas are negligible.
- (2) This criterion may be met by complying with either subsection ~~(F)~~(2)(a) or (b) below or by meeting SDC [4.7.390](#).
  - (a) **Type 2 Process.** Multiple unit housing developments must provide both common open space and private open space as specified in the following standards (See Figure 4.7-Q).
    - (i) **General.** Inclusive of required yards, a minimum of 15 percent of the gross site area must be designated and permanently reserved ~~an-as~~ open space. The total required open space is the sum of setbacks, common open space, and private open space. Inventoried natural features (including regulated wetlands) and/or historic features on site may be counted toward up to 50 percent of common open space requirements. See Chapter 6 for definitions of open space; open space, common; and open space, private.

- A. Multiple unit housing developments in mixed-use buildings are exempt from these standards.
  - B. Multiple unit housing developments at densities exceeding 30 units per gross acre must include a minimum of 10 percent of the gross site as open space, which may be any combination of yards, common open space, or private open space.
  - C. Multiple unit housing developments at densities less than 30 units per gross acre must provide open space as specified in the amounts specified below.
- (ii) Common open space must be provided in all newly constructed multiple unit housing development as specified in the following standards:
- A. A minimum of 0.25 square feet of common open space is required for each square foot of gross residential floor area;
  - B. Common open space areas provided to comply with this standard must be at least 500 square feet with no horizontal dimension less than 15 feet;
  - C. A maximum of 15 percent of the required common open space can be on slopes greater than 25 percent; ~~and~~
  - D. Multiple unit housing developments must designate within common open space a minimum of 250 square feet of active recreation area (including, but not limited to: children's play areas, play fields, swimming pools, sports courts; garden spaces are not considered active recreation areas ) for every 20 units or increment thereof. For example, a 60 unit development must provide a minimum area of 750 square feet for active recreation. No horizontal dimension can be less than 15 feet. Alternatively, as determined by the Director, qualified senior housing developments may be excluded from this requirement; however, all other common open space requirements apply;
  - E. Placement of children's play areas must not be allowed in any required yard setback or transition area;
  - F. Landscaping and/or natural vegetation must occupy a minimum of 50 percent of required common open space. On-site natural resources and historic features which are accessible to residents (including, but not limited to: ~~by~~

trails, boardwalks) may be used to partially or fully satisfy this requirements; and

- G. Indoor or covered recreational space (including, but not limited to: swimming pools, sports courts, weight rooms) must not exceed 30 percent of the required common open space area.

(iii) **Credit for Proximity to a Park.** A common open space credit as specified below is allowed when the development is located within walking distance of a public park. There must be a direct, ADA accessible pedestrian path between the development and the park, and the walking route must not cross an arterial street to use this credit.

- A. Up to a 75 percent credit to the common open space standard may be granted for multi-unit developments of up to 60 units (or for the first 60 units of a larger development) when the developments are within 0.25 mile (measured walking distance) to a public park; and there is a direct, improved, permanent, public, Americans with Disabilities Act (ADA)-accessible, maintained pedestrian trail or sidewalk between the site and the park. An exemption will be granted only when the nearby park provides active recreation area, as defined by subsection ~~(F)~~(2)(ii)(D), above.

(iv) Phasing must not be used to circumvent common open space standards.

(v) Common open space does not include required yards or transition areas unless authorized under SDC [4.7.385](#)~~(DF)~~(2)(b) or SDC [4.7.390](#).

(vi) Private open space must be provided in all newly constructed multiple-unit housing developments, to comply with the following standards:

- A. All private open space must be directly accessible from the dwelling unit through a doorway;
- B. Dwelling units located at or below finished grade, or within 5 feet of finished grade, must provide a minimum of 96 square feet of private open space, with no dimension less than 6 feet; and
- C. Private open space provided may be deducted from the required amount of Common Open Space. For example, a project with 37,500 square feet of gross floor area requires 9,375 square feet of Common Open Space under subsection (F)(2)(ii)(A), above. If 2,400 square feet of Private Open Space is provided, the minimum Common Open Space requirement may be reduced to 6,975 square feet (9,375—2,400).

(b) **Type 3 Process.** Alternatively, this criterion may be found to be met by complying with the following guidelines:



- (i) Locate buildings, parking, and circulation to minimize adverse impacts on natural features.
- (ii) The amount of common recreation area is equal to the SDC [4.7.380](#)(C)(1) standard unless adjacent public recreation facilities, unique on-site facilities, or other similar open space/recreation facilities will be available to all residents of the site.
- (iii) Provide linkages between on-site common open space and abutting public open spaces when open space uses are compatible.
- (iv) The amount of private open space is equal to the SDC ~~4.7.300~~[4.7.385](#)(~~FD~~)(2)(a)(vi) standard above, unless equivalent opportunities for common open space are demonstrated (e.g., individual units enjoy common open space).

**(E)** ~~(G)~~**Landscaping.** The Approval Authority must find that landscaping, fences, and walls contribute to a quality living environment for all residents, improve the appearance of multiple unit housing developments, and promote transition between multiple unit housing development and surrounding land uses. This criterion may be met by complying with either subsection ~~(G)~~(1) or (2) below or by meeting SDC [4.7.390](#).

- (1) **Type 2 Process.** This criterion may be met by meeting complying with the following standards.
- (a) A minimum of 15 percent of the site must be landscaped with a mix of vegetative ground cover, shrubbery and trees. Trees, a minimum 2 inches (dbh) in caliper, and shrubbery, a minimum of 24 inches in height, must be planted. Bark mulch, rocks and similar non-plant material may be used to complement the cover requirement, but must not be considered a sole substitute for the vegetative ground cover requirement;
  - (b) Street trees, a minimum 2 inches (dbh) caliper, must be placed within the planter strips between the curb and the sidewalk. Street trees must be planted 1 per every 30 linear feet (minimum) of street frontage, as specified in SDC [4.2.140](#);
  - (c) Fences in front yards and along any frontage used to comply with the building orientation standard are limited to 3 feet in height. Fences in other yards must comply with the fence standards specified in SDC [4.4.115](#), and the vision clearance standards specified in SDC [4.2.130](#); and
  - (d) The use of non-invasive and/or drought-tolerant landscaping is encouraged. All landscaping must be irrigated with a permanent irrigation system which may include drip irrigation unless a licensed landscape architect submits written verification that the proposed plant materials do not require irrigation. The property owner must maintain all landscaping.

- (2) **Type 3 Process.** Alternatively, this criterion may be found to be met by complying with the following guidelines:
- (a) Plant outdoor spaces around multiple unit housing developments with a mix of vegetative ground cover, shrubbery, and trees. Also incorporate hard landscaping elements (e.g., paved sidewalks, courtyards) into the development.
  - (b) Use plants to provide visual relief along blank exterior walls, reduce building mass and bulk, define and shelter open space, provide privacy, break up and shade parking areas and help define building entries and sidewalks.
  - (c) Include enhancements, such as plazas, galleries, courtyards, widened sidewalks, benches, shelters, street furniture, artwork, or kiosks for pedestrian amenities.
  - (d) Use vegetation, grade changes and low fences to define open space areas. Plant transition areas between multiple unit housing dwellings and surrounding R-1 and less intensive uses to minimize the visual impact of the development.
  - (e) Incorporate a planting design that emphasizes:
    - (i) Visual surveillance by residents of common open space, parking areas, internal sidewalks, dwelling unit entries, abutting streets and public open spaces (i.e., mature plants do not block views of these areas).
    - (ii) Climate controls for summer shading and solar access during winter, and/or shielding from winter winds. Balance this guideline with visual surveillance objectives, above.
  - (f) Preserve significant trees and shrubbery on the site as reasonable. Significant trees mean trees which measure 5 inches DBE or greater. Significant shrubbery means shrubbery that is greater than 40 inches in height and is a non-invasive species. Trees and shrubs preserved to meet this standard must be identified on a Tree Protection Plan.
  - (g) Provide small ornamental plants or other landscape features in coordination with the building's architecture to define the primary entry of a dwelling unit.
  - (h) Avoid high solid fences and walls along streets (e.g., fences greater than 3 feet in height), unless required for noise abatement or retaining walls.
  - (i) Incorporate landscaping, fences and walls that clearly delineate the public, communal and private areas of a development.
  - (j) Provide street tree planting, as required by SDC [4.2.140](#) standards.

- (k) Incorporate landscaping, fences and walls that do not conflict with sight lines for vehicles and pedestrians, and that comply with the vision clearance standards specified in SDC 4.2-130.
- (l) Choose landscape species for efficient maintenance. Incorporate non-invasive, drought-resistant species.
- (m) Use noise-reducing, ornamental walls (e.g., masonry), as necessary, to minimize the transmission of noise.
- (n) Incorporate landscaping, fencing and/or walls with dwellings that are close to high noise sources such as active recreation, busy streets, railway lines, or industry.
- (o) Obscure or screen outlooks from windows, balconies, stairs, landings, terraces and decks or other private, communal or public areas within a multiple unit housing development. This can be accomplished with landscaping, fences or walls, where a direct view is available into the private open space of an existing adjacent single-unit family or multiple unit housing.
- (p) Screen private open space and balconies by solid translucent screens or perforated panels or trellises which have a maximum of 25 percent openings and are permanent, of durable materials and designed, painted or colored to blend with the development.

**(E)** ~~(H)~~ **Pedestrian Circulation.** The Approval Authority must find that pedestrian circulation systems are designed to provide separation between vehicles and pedestrians and provide clear, direct, safe, and identifiable connections within the multiple unit housing development and to other neighborhood uses. This criterion may be met by complying with either subsection ~~(H)~~(1) or (2) below or by meeting SDC [4.7.390](#).

- (1) **Type 2 Process.** Multiple unit housing developments with more than 20 units must provide pedestrian circulation as specified in the following standards (See Figure 3.2-R).
  - (a) Continuous internal sidewalks must be provided throughout the site. Discontinuous internal sidewalks are permitted only where stubbed to a future internal sidewalk on abutting properties, future phases on the subject property, or abutting recreation areas and pedestrian trails;
  - (b) Internal sidewalks must be separated a minimum of 5 feet from dwellings as measured from the sidewalk edge closest to any dwelling unit;
  - (c) The internal sidewalk system must connect all abutting streets to primary building entrances;
  - (d) The internal sidewalk system must connect all buildings on the site and must connect the dwelling units to the parking areas, bicycle parking,

storage areas, all recreational facilities and common areas, and abutting public sidewalks and pedestrian trails;

- (e) Surface treatment of internal sidewalks/accessways must be concrete, asphalt or masonry pavers, at least 5 feet wide. Multi-use accessways (e.g., for bicycles, pedestrians and emergency vehicles) must be of the same materials, and at least 10 feet wide. Where emergency vehicle access is required, there must be an additional 5 feet on either side of the accessway. The additional 5-foot area may be turf-block, grass-crete or similar permeable material on a base of gravel. The entire accessway used for emergency vehicle access must be capable of supporting fire equipment weighing 80,000 pounds;
- (f) Where internal sidewalks cross a vehicular circulation area or parking aisle, they must be clearly marked with contrasting paving materials, elevation changes, speed humps, or striping. Speed humps are subject to review and approval by the Fire Marshal. Internal sidewalk design must comply with Americans with Disabilities (ADA) requirements;
- (g) Where the internal sidewalks are parallel and abutting to a vehicular circulation area, the sidewalk must be raised or be separated from the vehicular circulation area by a raised curb, bollards, landscaping or other physical barrier. If a raised sidewalk is used, the ends of the raised portions must be equipped with curb ramps; and
- (h) All on-site internal sidewalks must be lighted to a minimum of 2 foot-candles.

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**(G)** **(H) Parking.** The Approval Authority must find that the placement of parking contributes to attractive street frontages and visual compatibility with surrounding areas and is located with consideration for the safety of residents. This criterion may be met by complying with either subsection **(H)(1)** or **(2)** below or by meeting SDC [4.7.390](#).

**(1) Type 2 Process.** Parking for multi-unit developments must be designed as specified in the following standards.

- (a) Parking lots must be placed to the side or rear of buildings as specified in the Building Orientation Standards. Parking must not be placed along that portion of the street where building frontages are used to comply with the building orientation standard;
- (b) Lighting must be provided for safety purposes, and focused/shielded to avoid glare on adjacent properties or dwellings as specified in SDC [4.5.100](#);
- (c) There must be 1 planter island for every 8 parking spaces. Planter islands must be a minimum of 6 feet wide, exclusive of the curb, the full length of a parking space containing 1 shade tree (a minimum 2 inches (dbh) in



caliper at planting) and vegetative ground cover. Trees must be specimens capable of attaining 35 feet or more in height at maturity and must not produce excessive fruit, nuts, or sap (~~i.e., die~~ e.g. due to pest damage). Bark mulch is not an acceptable substitute for vegetative ground cover in the planter island. Water quality features may be incorporated into planter islands. Landscape areas must be evenly distributed throughout the perimeter of interior parking areas, where practicable. See SDC [4.4.105\(F\)](#) for recommended shade trees;

- (d) A minimum 6-foot wide planter area must separate and visually screen parking from living area windows. The planter area must include a mix of ground cover, shrubbery, and trees with appropriate growth habit (i.e., for narrow planters and any height limitations including balconies, overhangs, and eaves). Shrubbery in this planter area must be at least 24 inches in height at the time of planting, and trees a minimum of 2 inches (dbh) in caliper at the time of planting. See SDC [4.4.110](#);
- (e) Parking lots must be connected to all building entrances by means of internal sidewalks;
- (f) All parking stalls fronting a sidewalk, or landscaped area must be provided with a secure wheel bumper not less than 6 inches in height and set back from the front a minimum of 2 feet to allow for vehicle encroachment. Wheel bumpers, if used, must be a minimum of 6 feet in length. As an option, the sidewalk or planter may be widened 2 feet beyond the minimum dimension required to allow for vehicle encroachment. The sidewalks and planters must be protected by a curb not less than 6 inches in height. See also, SDC [4.6.120\(C\)](#);
- (g) On corner lots/parcels, parking areas must not be located within 30 feet of an intersection, as measured from the center of the curb return to the edge of the parking area (curb or wheel stop);
- (h) All parking, maneuvering and loading areas abutting a property line or right-of-way must provide perimeter lot ~~or~~ parcel landscaping. A minimum 5-foot wide planting strip must be planted with shade trees, a minimum 2 inches (dbh) in caliper, and a low level (e.g., 30 to 40 inches) evergreen hedge. See also SDC [4.4.105](#);
- (i) Decorative walls may be used in place of the hedge in subsection ~~(F)~~(1)(h), above, and be placed no closer than 4 feet from the property line. The decorative wall must be a minimum of 30 inches in height and no more than 40 inches in height, and must comply with the vision clearance standards specified in SDC [4.2.130](#). Decorative walls must be constructed of textured concrete masonry units (CMU) or similar quality material, and include a cap. The wall may be partially see-through (up to 40 percent) as appropriate for security purposes. The area between the wall and property line must be landscaped with shade trees;
- (j) Parking area landscaping must be designed to reduce storm water runoff (e.g., through infiltration swales and other measures), as practicable; and

- (k) Bicycle parking must be provided as specified in SDC [4.6.140](#) through [4.6.155](#) and may be incorporated into the landscaping design.

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**(H) ~~(J)~~ Vehicular Circulation.**

- (1) The Approval Authority must find that on-site vehicular circulation systems are:
  - (a) Designed to be clearly identifiable, safe, pedestrian-friendly, and interconnected; ~~and-~~
  - (b) Designed to provide connectivity to the surrounding neighborhood streets while minimizing impacts on the arterial street system.
- (2) This criterion may be met by complying with either subsection ~~(J)~~(2)(a) or (b) below or by meeting SDC [4.7.390](#).
  - (a) **Type 2 Process.** Multiple unit housing developments must provide vehicular circulation as specified in the following standards.
    - (i) The on-site driveway (or private street) system must connect with public streets abutting the site;
    - (ii) Shared driveways must be provided whenever practicable to minimize cross turning movements on adjacent streets. On-site driveways and private streets must be stubbed to abutting ~~R-2/R-3~~ properties, at locations determined during Site Plan Review process to facilitate development of shared driveways; and
    - (iii) Parking areas must be accessed from alleys when properties abut an alley, or an alley can reasonably be extended to serve the development.
  - (b) **Type 3 Process.** Alternatively, this criterion may be met by considering the following guidelines.
    - (i) Design driveways and private streets to enhance connectivity to abutting streets.
    - (ii) Design internal site circulation to provide accessibility to and from the site.
    - (iii) Design the vehicular circulation system, together with other design elements, to reduce the apparent scale of large developments by organizing the site into smaller land units.

- (iv) Where practicable, consolidate or share driveways and internal streets with driveways or internal streets serving abutting sites.
- (v) Incorporate aesthetic and functional site design as it relates to vehicular circulation.
- (vi) Provide vehicular circulation linkages that will integrate multiple family-unit housing development with the surrounding area.
- (vii) Provide the separation of pedestrian, bicycle, and vehicular traffic.
- (viii) Avoid out-of-direction travel between buildings and other facilities on the site (e.g., for delivery, service, etc.).
- (ix) Locate service areas for ease of use and minimal conflict with circulation systems.
- (x) Provide circulation systems that respond to site topography, natural contours, and natural resources, to minimize grading and resource impacts.
- (xi) Provide shared parking with abutting sites where practicable.
- (xii) Provide the use of alleys for vehicular access.
- (xiii) Provide lighting for the safety of pedestrians and drivers.

*Commentary: After discussion with the Mayor, City Council, and the Department of Public Works, amend the term ‘affordable housing’ to ‘income-qualified housing’ to avoid confusion between the terms. Across the United States, housing costs are considered “affordable” if the monthly rent or mortgage on a property add up to no more than 30% of gross household earnings. Income-qualified housing on the other hand, encompasses housing that is specifically for households making somewhere in the range of 0-120% of the Area Median Income.*

#### **4.7.405 Affordable Housing Income-Qualified Housing.**

**(A) Purpose.** The purpose of this section is to allow development of affordable income-qualified housing consistent with the requirements of ORS 197.308, 197A.445 and House Bill 3395 (2023). This section is not intended to limit development of income-qualified ~~affordable~~ housing that is otherwise permitted in accordance with this code.

*Commentary: Reorganize the standards in SDC 4.7.405 (A) through (D) to make the code clearer and easier to interpret; this section now contains two separate but related sections from House Bills 2984 and 3151 which impact subsections (C) and (D), and House Bill 3395 which impacts subsections (E) and (F).*

- *Note: Subsection (4) was amended following the Planning Commission Public Hearing on April 2, 2024, as the conversion of a hotel is not part of ORS 197A.445 but part of ORS 197.748. Therefore, the “use” was moved from 4.7.405(C)(4) to 4.7.405(G).*

**(B) Applicability.**

- (1) A proposed income-qualified housing project that meets the criteria in subsection (C) will be subject to the standards in subsection (D).**
- (2) A proposed income-qualified housing project that meets the criteria in subsection (E) will be subject to the standards in subsection (F).**
- (3) For a proposed income-qualified housing project that meets the criteria in both subsections (C) and (E) the applicant may choose to follow either the standards in subsections (D) or (F).**
- (4) Conversion of lawfully existing hotel or motel is subject to the standards in subsection (G).**

*Commentary: House Bill 3151 amended ORS 197.308 (now ORS 197A.445) to include a manufactured dwelling park that serves populations with incomes of 120 percent of the area median income within the definition of income-qualified housing.*

- Note: Subsection (C) was amended following the Planning Commission Public Hearing on April 2, 2024, to make it clear that income-qualified housing under ORS 197A.445 must meet the affordability criteria in (1) and either the ownership criteria in (2) or the land use district criteria in (3) but not necessarily both.*

**(C) ORS 197A.445 Review. Income-qualified housing projects are allowed pursuant to ORS 197A.445 provided they meet the affordability criteria in subsection (1) and meet either the ownership criteria in (2) or the land use district criteria in subsection (3). Income-qualified housing pursuant to ORS 197A.445 is only allowed in industrial districts if the criteria in subsection (4) are met.**

- (1) ~~(B) Affordability.~~ As used in this section, consistent with ORS 197A.308445, “income-qualified affordable” housing” means residential property whose affordability ~~is enforceable~~, as described in ORS 456.270 to 456.295 is enforceable for a duration of no less than 30 years, and:**
  - (a) ~~(1)~~ Each unit on the property is made available to own or rent to families with incomes of 80 percent or less of the area median income ~~as determined by the Oregon Housing Stability Council~~; or**
  - (b) ~~(2)~~ The average of all units on the property is made available to families with incomes of 60 percent or less of the area median income: or-**
  - (c) A manufactured dwelling park is operated that serves only households with incomes of 120 percent or less of the area median income.**

*Commentary: ORS 197.308 (now ORS 197A.445) was amended with House Bill 3151 to include the addition of several affordable housing owners; namely, those owned by a nonprofit corporation, a housing authority, manufactured dwelling park nonprofit cooperative, or a utility provider.*



**(2) Ownership.** ~~Except as specified under subsection (4) below, income-qualified Affordable~~ housing is permitted if the proposed ~~affordable~~ housing is on property that is: ~~Owned~~ owned by:

- (a)** A public body, as defined in ORS 174.109; or
- (b)** A nonprofit corporation that is organized as a religious corporation. Income-qualified housing is permitted on property owned by a nonprofit corporation organized as a religious corporation, regardless of whether the property includes a place of worship; or
- (c)** A nonprofit corporation that is organized as a public benefit corporation whose primary purpose is the development of income-qualified housing; or
- (d)** A housing authority, as defined in ORS 456.005; or
- (e)** A manufactured dwelling park nonprofit cooperative, as defined in ORS 62.803; or
- (f)** A utility provider which sells or conveys at below market price or as a gift to any of the owners above. Such conveyance must include an income-qualified housing covenant as provided in ORS 456.270 to 456.295.

**Commentary:** *As noted above, this section was reorganized; notable amendments include:*

- *The addition of SDC 4.7.405 (D)(2)(f) to address the lack of income-qualified middle housing standards in SDC 4.7.405. Salem Code 704.010 is one of the few jurisdictions that addresses “affordable housing” pursuant to ORS 197A.445; they also list where middle housing is proposed as income-qualified housing, it must meet their middle housing design standards.*
- *The removal of some of the site suitability standards to exclude all properties within the Hillside Overlay District and Floodplain Overlay District. Upon closer review, there are no properties with slopes above 25 percent that are not within the Hillside Overlay District and areas within the special flood hazard are also part of the Floodplain Overlay District.*
- *The addition of SDC 4.7.405(D)(2)(g) to address where income-qualified housing is proposed in the Glenwood Mixed Use Riverfront Plan District where it is otherwise prohibited, the use must comply with the standards in SDC 3.4.265 through SDC 3.4.280.*
- *Note: Subsection (D)(3) ‘Density and height in residential districts’ was moved to a new location following the Planning Commission Public Hearing on April 2, 2024. Subsection (H) clarifies that the standards apply to any income-qualified housing in residential districts and not just development under ORS 197A.445.*
- *Note: As noted above, the “use” standard was moved from 4.7.405(C)(4) to 4.7.405(G) as the conversion of a hotel is not part of ORS 197A.445 but part of ORS 197.748.*

**(3)** ~~(2)~~ **Land Use Districts.** ~~The property is within~~ Within the PLO, NC, CC, MRC, GO, MS, MUC, BKMU, Glenwood CMU, or Glenwood OMU Districts; or

~~(3) Is a lawfully existing hotel or motel.~~

~~(4)~~ ~~(D)~~ **Eligibility of Industrial Property.** ~~Income-qualified Affordable~~ housing permitted under subsection ~~(C)(2)~~ above is permitted ~~on property zoned in the~~ CI, LMI, MUE, or Glenwood EMU Districts, only if the property is:

- ~~(a)~~ ~~(1)~~ Publicly owned;
- ~~(b)~~ ~~(2)~~ Directly abutting an R-1, R-2, R-3, MURC, GRMU or PLO district; and
- ~~(c)~~ ~~(3)~~ Not designated Heavy Industrial or Special Heavy Industrial on the comprehensive plan map or a refinement plan map.

~~(D)~~ ~~(E)~~ **ORS 197A.445 Standards.** ~~Income-qualified housing projects proposed to be developed pursuant to (C), above, are subject to the following standards.~~

~~(1)~~ **Site Suitability.** ~~Notwithstanding subsections (C) and (D), the requirement to allow affordable~~ Income-qualified housing under this section does not apply to the following:

- ~~(a)~~ ~~(1)~~ Properties in the UF-10 district;
- ~~(b)~~ ~~(2)~~ Properties that the review authority determines cannot or will not be adequately served by water, sewer, storm water drainage or streets at the time that the development is complete;  
~~(3) Properties that contain a slope of 25 percent or greater as determined under SDC 3.3.520(A);~~
- ~~(c)~~ ~~(4)~~ Properties in the Floodplain Overlay District ~~within the area of special flood hazard;~~
- ~~(d)~~ ~~(5)~~ Properties ~~prohibited for development under the standards applicable~~ in the Hillside Overlay District;
- ~~(e)~~ ~~(6)~~ Within Water Quality Limited Watercourse riparian areas specified in SDC 4.3.115(A); and
- ~~(f)~~ ~~(7)~~ Within development setbacks for locally significant wetlands and riparian areas as specified in SDC 4.3.117(C).

~~(2)~~ **Development Standards.** ~~(F) — Except where the code specifically states otherwise, development~~ Development of income-qualified affordable housing under ~~subsections (C) and (D)~~ this section is subject to the following standards:

- ~~(a)~~ ~~(1)~~ Lot area, dimensions, and coverage standards applicable within the underlying land use district;
- ~~(b)~~ ~~(2)~~ Setbacks applicable within the underlying land use district;
- ~~(c)~~ ~~(3)~~ Height standards applicable within the underlying land use district;
- ~~(d)~~ ~~(4)~~ On-site infrastructure standards applicable under Chapter 4;

- ~~(e)~~ ~~(5)~~ Where multiple unit housing is proposed as income-qualified housing pursuant to this section, the use must comply with the Architectural Design Standards in SDC 4.7.375 and either Multiple Unit Housing (Clear and Objective Standards) in SDC 4.7.380 or Multiple Unit Housing (Discretionary Option) in SDC 4.7.385;
- ~~(f)~~ Where middle housing is proposed as income-qualified housing pursuant to this section in a district where it is otherwise prohibited, the use must comply with the standards in SDC 3.2.250 through SDC 3.2.270; and
- ~~(g)~~ Where income-qualified housing is proposed in the Glenwood Mixed Use Riverfront Plan District pursuant to this section where it is otherwise prohibited, the use must comply with the standards in SDC 3.4.265 through SDC 3.4.280.
- ~~(G)~~ Affordable housing within the R-1, R-2, R-3, MUR, and Glenwood RMU districts, is subject to the following maximum height and density standards, as required under ORS 197A.308(4)445.
- ~~(1)~~ R-1 District: 28 units per net acre maximum density; 47 feet maximum building height.
- ~~(2)~~ R-2 District: 42 units per net acre maximum density; 74 feet maximum building height.
- ~~(3)~~ R-3 District: 63 units per net acre maximum density; no maximum building height.

**Commentary:** House Bill 3395 amended ORS 197.286 to 197.314 to include income-qualified housing in commercial districts and in mixed-use structures provided they meet the area median income thresholds shown in the code below consistent with the ORS. Notable additions include:

- A list of land use districts that “allow only commercial uses and not industrial uses” to be NC, CC, MRC, GO, MUC, Glenwood CMU or Glenwood OMU districts.
- Site suitability requirements where this type of housing is not permitted.
- Standards and procedures for this type of housing. A requirement in the House Bill is to apply the most comparable residential density to the allowed commercial uses in the subject district. Based off feedback from the workshops on February 28 and 29, 2024 and the Planning Commission work session on March 19, 2024, the comparable density contains minimum densities for commercial districts and the MUC district when they contain either residential structures or are part of a mixed-use development. There are no maximum densities in this section because neither the commercial districts nor Glenwood mixed-use districts have a maximum density for residential. In the commercial districts and MUC district the MUC development standards apply. The development standards in the Glenwood CMU and OMU are referenced.
- For clarification purposes, the reference to the Mixed-Use Residential (MUR) district height standards were revised in Subsection (H) and the Glenwood Residential Mixed-Use (GRMU) district was removed. The density in the MUR district is indirectly regulated by height. After reviewing ORS 197.748, a height bonus of 36 additional feet is permitted in the

*MUR district. The GRMU standard was removed from the list of density and height bonuses in residential districts as there is no maximum height or density in the GRMU.*

**(E) House Bill 3395 (2023) Review.** Income-qualified housing projects are allowed pursuant to House Bill 3395 (2023) provided they meet the affordability and structure type criteria in subsection (1) and the land use district criteria in subsection (2) below.

**(1) Affordability and Structure type.** As used in this section, consistent with House Bill 3395 (2023), “income-qualified housing” means residential property whose affordability, as described in ORS 456.270 to 456.295 is enforceable for a duration of no less than 30 years, and:

**(a)** Residential structures within commercial districts where each unit is affordable to a household with income less than or equal to 60 percent of the area median income; or

**(b)** Mixed-use structures in commercial districts with ground floor commercial units and residential units that are affordable to moderate-income households, as defined in ORS 456.270.

**(2) Land Use Districts.** The land use district allows only commercial uses and not industrial uses. Eligible land use districts are: NC, CC, MRC, GO, MUC, Glenwood CMU or Glenwood OMU Districts.

**(F) House Bill 3395 (2023) Standards.** Income-qualified housing developed pursuant to House Bill 3395 (2023) is subject to the following standards.

**(1) Site Suitability.** Notwithstanding sections (E) above, income-qualified housing under this section does not apply to the following:

**(a)** Properties that the review authority determines cannot or will not be adequately served by water, sewer, storm water drainage or streets at the time that the development is complete;

**(b)** Properties in the Hillside Overlay District;

**(c)** Properties in the Floodplain Overlay District;

**(d)** Within Water Quality Limited Watercourse riparian areas specified in SDC 4.3.115(A);

**(e)** Within development setbacks for locally significant wetlands and riparian areas as specified in SDC 4.3.117(C);

**(f)** The property is vacant (as defined in OAR 660-038-0060(2)) at the time of application submittal or was added to the urban growth boundary within the last 15 years.

**(2) Standards and Procedures.** As provided below, income-qualified housing projects allowed pursuant to the standards in (E) are subject to the clear and



objective standards that would be applicable to the residential district that is most comparable in density to the allowed commercial uses in the subject district:

- (a) Minimum residential densities for development permitted in (E)(1)(a) in the commercial districts and the MUC, will be 20 units per gross acre.
  - (b) Minimum residential densities for development permitted in (E)(1)(b) in the commercial districts and the MUC, will be 12 units per gross acre.
    - (i) If less than 20 units per gross acre are provided for development permitted in (E)(1)(b), then the development will include a minimum of 10 percent of the total gross floor area in nonresidential uses.
  - (c) For development in the Glenwood CMU and Glenwood OMU, the density standards in those districts will apply.
  - (d) There are no maximum residential densities established for development permitted in (E)(1)(a) and (b) above.
  - (e) Development of income-qualified housing under subsections (E)(1)(a) and (E)(1)(b) in the commercial districts and the MUC district are subject to the following standards:
    - (i) Lot area, dimensions, and coverage standards applicable within SDC 3.2.615 for the MUC district;
    - (ii) Setbacks applicable within SDC 3.2.615 for the MUC district;
    - (iii) Height standards applicable within SDC 3.2.615 for the MUC district;
    - (iv) On-site infrastructure standards applicable under Chapter 4;
    - (v) Where multiple unit housing is proposed as income-qualified housing pursuant to this section, the use must comply with the Architectural Design Standards in SDC 4.7.375 and either the Multiple Unit Housing (Clear and Objective Standards) in SDC 4.7.380 or the Multiple Unit Housing (Discretionary Option) in SDC 4.7.385.
  - (f) Development of income-qualified housing under subsections (E)(1)(a) and (E)(1)(b) for the Glenwood CMU and OMU district are subject to the standards in that district.
- (G) Conversion of hotel or motel. A lawfully existing hotel or motel may be converted to income-qualified housing, as defined in (C)(1), except in the Heavy Industrial and Special Heavy Industrial districts or in areas prohibited under subsection (D)(1).**

- (H) Density and height in residential districts. Income-qualified housing, as defined in (C)(1) above, within the R-1, R-2, R-3, and MUR-districts, is subject to the following maximum height and density standards.
- (1) R-1 District: 28 units per net acre maximum density; 47 feet maximum building height.
  - (2) R-2 District: 42 units per net acre maximum density; 74 feet maximum building height.
  - (3) R-3 District: 63 units per net acre maximum density; no maximum building height.
  - (4) MUR District: no maximum density; maximum height is 36 feet greater than the otherwise applicable height limit.
  - (5) The density or height allowed ~~under subsection (G)~~ above may be reduced based upon findings that the reduction is necessary to address a health, safety, or habitability issue, including fire safety, or to comply with a protective measure adopted pursuant to a statewide land use planning goal.

*Commentary: Amendments to SDC 5.1.210(C) include in the second to last sentence a change from pre-submittal to completeness check and to include that a completeness check meeting is required even if a pre-application meeting has been utilized.*

## 5.1.200 – General Provisions

### 5.1.210 Pre-Development Meetings.

The City has established 3 pre-development meeting processes to assist prospective applicants through the application review process.

- (A) **Development Initiation Meeting (DIM).** The purpose of a development initiation meeting is to give a prospective applicant the opportunity to discuss a limited number of development topics with City staff. The discussions can be general or specific depending on the questions submitted with the application. The development initiation meeting is voluntary, unless specifically required elsewhere in this code.
- (B) **Pre-Application Meeting.** A pre-application meeting is highly recommended for complex applications or for applicants who are unfamiliar with the land use process. The purpose of the meeting is to acquaint the applicant with the substantive and procedural standards of the Development Code and to identify issues likely to arise in processing an application.

The pre-application meeting is required for a Master Plan application as specified in SDC [5.13.115](#).

- (C) **Application Completeness Check Meeting.** The purpose of the completeness check meeting is to determine whether the proposed development application is complete prior

to acceptance of the application for processing by the City. A complete application is required for the review process. The completeness check meeting will examine if the submittal standards of SDC [5.1.220](#) are met. A completeness check meeting is required for ~~all some~~ **Type 1 and most** Type 2, 3 and 4 ~~land use~~ applications in accordance with provisions of the SDC. The ~~pre-submittal completeness check~~ meeting is required even if the meetings specified in subsection (A) and (B) above have been utilized. For any application that requires a completeness check meeting, An application completeness review will be conducted ~~will be reviewed for completeness~~ according to SDC [5.1.405](#).

*Commentary: House Bill 2984 allows for the conversion of a building or a portion of a building from a commercial use to a residential use. However, this also has an impact on existing non-conforming uses where a commercial use might already exist. Therefore, suggest the creation of an exception for conversion of non-conforming commercial to residential uses permitted in SDC 4.7.215.*

## **5.8.100 – Non-Conforming Uses—Determination, Continuance, Expansion or Modification**

### **5.8.125 Expansion or Modification.**

An expansion or modification of a non-conforming use and/or the expansion of a non-conforming building or structure resulting in an increased impact upon adjacent properties is considered an expansion of a non-conforming use. Approval may be granted only when the Director determines that there will be no significant impact of the expansion upon adjacent properties. The Director may require approval conditions to mitigate a significant impact. The applicant ~~shall~~ must demonstrate all of the following applicable approval criteria have been met:

- (A) For residential ~~zones-districts~~, the expansion ~~shall~~ will not lessen the residential character of the residential ~~zone-district~~ taking into account factors, including, but not limited to:
  - (1) Building scale, placement, and façade;
  - (2) On-site parking placement;
  - (3) Vehicle trips to the site and impact on surrounding on-street parking;
  - (4) Buffering and the potential loss of privacy to abutting residential uses; and
  - (5) On-site lighting.
- (B) For ~~zones-districts~~ other than residential, there ~~shall~~ will be no significant impact compared to the current use or building or structure on the surrounding area taking into account factors, including but not limited to:
  - (1) The hours of operation;
  - (2) An increase in building size or height;

- (3) On-site parking placement;
  - (4) Vehicle trips to the site and impact on surrounding on-street parking;
  - (5) Noise, vibration, dust, odor, fumes, glare, smoke and on-site lighting; and
  - (6) The amount, location, and nature of any outside displays, storage, or activities.
- (C)** The following situations ~~shall~~ are not ~~be~~ considered to be an expansion or modification of a non-conforming use:
- (1) An existing building or structure conforming to use, but non-conforming as to height, setback and other dimensional standards, may be expanded or modified, provided the expansion or modification does not result in an increased violation of this code.
  - (2) The replacement of a single-wide manufactured dwelling as may be permitted in SDC [5.8.120](#)(C).

#### **5.8.140 Exemptions.**

- (A)** Residential buildings and uses existing and legally permitted, or permitted under Discretionary Use approval in the LMI ~~zoning~~ district or LMI plan designation in Glenwood as of January 27, 1982 ~~shall~~ must be exempt from SDC [5.8.115](#), [5.8.120](#) and [5.8.125](#). Commercial and industrial buildings and uses existing and legally permitted or permitted under Discretionary Use approval in the LMI ~~zoning~~ district or LMI plan designation in Glenwood as of December 7, 1998 ~~shall~~ must be exempt from SDC [5.8.115](#), [5.8.120](#) and [5.8.125](#).
- (B)** Any proposed expansion on property zoned or designated LMI that has a use listed under HI, as specified in SDC [3.2.410](#), and abuts any residential use ~~shall~~ requires Site Plan Review approval. The exemption ~~shall apply~~ applies-as follows: to expansions, regardless of the direction, of buildings or land or both; and expansions onto contiguous properties under the same ownership.
- (C)** The conversion from commercial to residential use within the city limits, subject to the standards in SDC 4.7.215.

**Commentary:** Clarify that the Minimum Development Standards process (MDS) does not apply to new multiple-unit housing development. A Site Plan Review or multiple-unit housing review in SDC 4.7.380 would apply. For clarification, also:

- Amend the reference in (A) from R-2 or R-3 districts to be residential land use districts;
- Amend the reference in (B) to say that an MDS application would only apply in Springfield city limits and not its jurisdiction. Springfield's jurisdiction is any land within the urban growth boundary and may not be within the city limits.



### 5.15.100 — Minimum Development Standards (MDS)

#### 5.15.110 Applicability.

- (A) The MDS review process applies to Commercial, Industrial, ~~R-2, R-3~~ Residential, and Public Land and Open Space land use districts.

If an application triggers the need for a Traffic Impact Study (TIS) as specified in SDC [4.2.105](#)(B), then the application does not qualify for an MDS and must be processed through a Site Plan Review process.

A proposal for developments in Commercial, Industrial, or ~~R-2, R-3~~ Residential land use districts where the development is within 150 feet of a locally significant wetland or riparian area is not eligible for the MDS process. Site Plan Review is required according to SDC [4.3.117](#)(D) in these cases.

The MDS process is not applicable to new multiple unit housing development. Multiple unit housing development is approved through Site Plan Approval in SDC 5.17.100, or multiple unit housing review in SDC 4.7.380.

Minimum Development Standards review procedures are applied subject to applicability and locational standards.

- (1) The MDS process is used for:
- (a) New construction on a vacant development site where the new construction does not exceed 50,000 square feet of impervious area;
  - (b) Addition or expansion on a development site where the addition or expansion does not exceed 50 percent of the existing building area or up to 50,000 square feet of new impervious area or new gross floor area, whichever is less.
  - (c) An outdoor use or parking area expansion of up to 50 percent of the existing outdoor use area or parking area or up to 5,000 square feet of new outdoor use area or parking area, whichever is less;
  - (d) A change in land use category or building occupancy of a structure or property that requires new additional parking spaces; or
  - (e) Relocating or reconfiguring an existing driveway that does not increase a nonconformity or create a nonconformity.
- (B) MDS provisions only apply to properties located within Springfield's city limits ~~land use jurisdiction~~. Development proposals that do not conform to the MDS applicability standards require Site Plan Review according to SDC 5.17.

- (C) An MDS application may be submitted concurrently with a complete Building Permit application; the applicant assumes all liability and responsibility if concurrent reviews necessitate the revision of either permit in response to review.
- (D) Where there is an MDS application for addition, expansion, or change of use category for a building or property containing multiple uses, the entire property may be brought into compliance with the standards specified in SDC [5.15.125](#), or the application may request that required improvements be reviewed, approved, and installed in proportion to the relative impacts of the businesses on the property.

*Commentary: Note that SDC 5.4.100 is listed as reserved for future use in the code. Therefore, the correct section to list is SDC 5.1.215 Submission of Materials and SDC 5.1.220 Application Submittal Standards.*

*Only terms that are being added, amended, or removed are shown under this section. Other subsections in 5.15.115 that do not appear herein, are not intended to be amended.*

#### **5.15.115 Submittal Standards**

Application materials must be submitted as required below in addition to the requirements in SDC [5.1.215](#) and [5.1.220](#)~~5.4.105~~. Applications that do not include all the following requirements will be deemed incomplete.

\*\*\*\*

*Commentary: Amend the Site Plan Review Applicability standards for clarity. The intent of the amendment to 5.17.110(A)(1)(c) is to clarify when Site Plan Review is required—When an addition, expansion, or change of use is for a nonresidential use, in a land use district that is not residential, and located within 50 feet of a residential land use district or residentially designated land. An exception to this requirement has been added in 5.17.110(A)(1)(d) when a multiple unit housing development can meet the standards in 4.7.380. Also move the Water Quality Limited Watercourses (WQLW) requirements in 5.17.110(A)(1)(c)(i) and (ii) to a new section 5.17.110(A)(1)(e) so that all new development, redevelopment, additions, expansions, or changes of use on property that contains a WQLW or tributary of a WQLW require Site Plan Review.*

#### **5.17.100 – Site Plan Review**

##### **5.17.110 Applicability.**

- (A) The Site Plan Review process is used for:
  - (1) The following categories of multiple unit housing, commercial, public and semi-public, and industrial development or uses, including construction of impervious surfaces for parking lots and storage areas:
    - (a) New development on vacant sites and redevelopment, except:

- (i) Where a proposed development qualifies for a Minimum Development Standards review in accordance with SDC 5.15;
  - (ii) Where multiple unit housing qualifies ~~for a Type 1 process for review in accordance with as specified in~~ SDC 4.7.380.
- (b) Additions or expansions that exceed either 50 percent of the existing building gross floor area or 5,000 square feet or more of new building gross floor area and/or impervious surface area, except where a proposed development qualifies for a Minimum Development Standards review according to SDC 5.15;
- (c) Additions, expansions, and changes of use, regardless of size or intervening use, that:
- ~~(i) Contain or are within 150 feet of the top of bank (as measured from the property line of the subject property) of any Water Quality Limited Watercourses (WQLW) identified on the WQLW Map on file in the Development Services Department;~~
  - ~~(ii) Contain or are within 100 feet of the top of bank (as measured from the property line of the subject property) of any direct tributaries of WQLW identified on the WQLW Map on file in the Development Services Department;~~
  - (i) ~~(iii)~~ Are located within the City's urbanizable area, outside of the city limits; or
  - (ii) ~~(iv)~~ Are for nonresidential uses, in a land use district that is not residential, and are located within 50 feet of property in a residential land use district or residentially designated land (as measured from the property line of the subject property).
- (d) Notwithstanding subsection (c) above, additions, expansions, or changes of use for multiple unit housing processed under SDC 4.7.380 are not subject to Site Plan Review.
- (e) New development, redevelopment, additions, expansions, and changes of use that:
- (i) Contain or are within 150 feet of the top of bank (as measured from the property line of the subject property) of any Water Quality Limited Watercourses (WQLW) identified on the WQLW Map on file in the Development & Public Works Department;
  - (ii) Contain or are within 100 feet of the top of bank (as measured from the property line of the subject property) of any direct tributaries of WQLW identified on the WQLW Map on file in the Development & Public Works Department;

- ~~(f)~~ ~~(d)~~ Discretionary Uses, except where a proposed development qualifies for a Minimum Development Standards review in accordance with SDC 5.15; and
- ~~(g)~~ ~~(e)~~ Any uses listed in the applicable land use district, overlay, or plan district, which specifically require Site Plan Review.

**(B)** Existing lawfully developed sites that do not conform to the current standards of this code are only required to meet current standards on the portions of the site affected by the proposed alteration or expansion. Any alterations to the site must meet current code standards.

*Commentary: The definitions section was amended as follows. Only terms that are being added, amended, or removed are shown under this section. Other terms presently defined in 6.1.110 that do not appear herein, are not intended to be amended.*

- *HB 2984 added a clear definition of “area median income” to ORS 197A.445 and its impact on SDC 4.7.405 Income-Qualified Housing.*
- *Add the definition of ‘Food Preparation’ to the code to define the difference between food preparation and a kitchen for single room occupancy uses.*
- *Note that the definition of ‘Income-Qualified Housing’ was not included in the definitions section of the code because (A) it varies by application and context, (B) 4.7.405 already states what income-qualified housing means for each subsection, and (C) It’s also not a complete definition for each context, because all the various uses of income qualified housing have different required affordability periods.*
- *With the reorganization of SDC 4.7.370 Income-Qualified Housing on Property Owned by Religious Corporations and the removal of Place of Worship from that section, reword Place of Worship in the definitions section.*
- *As part of ORS 197.286 to ORS 197.314, “Single Room Occupancy means a residential development with no fewer than four attached units that are independently rented and lockable and provide living and sleeping space for the exclusive use of an occupant, but require that the occupant share sanitary or food preparation facilities with other units in the occupancy.” It is not recommended that we amend the definition of single room occupancy in the code to the ORS definition as this will place additional discretionary criteria on the development potential than what currently exists in the code (e.g. under Springfield’s code an SRO does not need to be at least four attached units, nor does it require that occupants share sanitary or food preparation facilities).*

## **6.1.100 – Definitions**

### **6.1.110 Meaning of Specific Words and Terms.**

**\*\*\*\***

**Area Median Income.** The median income for the metropolitan statistical area in which housing is located as determined by the Oregon Housing and Community Services Department and



adjusted for household size based on information from the United States Department of Housing and Urban Development.

\*\*\*\*

**Food Preparation.** Any indoor habitable area designed or used for preparation or cooking of food that does not contain a stove, range, or oven.

\*\*\*\*

**Place of Worship.** Place of Worship. A non-residential place for people to gather for religious activity. Examples include such as a church, synagogue, temple, mosque, chapel, or meeting house. A place of worship may include activities customarily associated with the practices of religious activity, including worship services, religion classes, weddings, funerals, meal programs, and child care, but not including private or parochial school education for prekindergarten through grade 12 or higher education. ~~Includes associated uses as described in SDC 4.7.370.~~ (ORS 227.500)

\*\*\*\*

**Single Room Occupancy (SROs).** A residential property that contains multiple single room ~~dwelling~~ units where each unit is for the exclusive use occupancy by of an occupant single eligible individual. The unit need not, but may, contain food preparation or sanitary facilities, or both. The residential property containing SROs may also share sanitary or food preparation facilities with other units in the occupancy.

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## STAFF REPORT

### TYPE IV – LEGISLATIVE AMENDMENTS TO THE SPRINGFIELD DEVELOPMENT CODE

**CASE NUMBER:** 811-24-000025-TYP4  
**PLANNING COMMISSION HEARING DATE:** April 2, 2024  
**COUNCIL AND BOARD JOINT HEARING DATE:** June 10, 2024  
**REPORT DATE:** May 13, 2024, revised June 20, 2024  
**PROJECT NAME:** Springfield Development Code Amendments: Housing Opportunities in Non-Residential Areas  
**AFFECTED AREA:** All properties within the City of Springfield Urban Growth Boundary

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#### I. NATURE OF THE REQUEST

The City of Springfield and Lane County seek approval of amendments to the Springfield Development Code (SDC) to comply with recent state legislation that allows and encourages the development of income-qualified housing (SDC 4.7.370 Income-Qualified Housing on Property Owned by Religious Nonprofits and SDC 4.7.405 Income-Qualified Housing) and commercial to residential building conversions (SDC 4.7.215 Conversion from Commercial to Residential Use). The City is also using this opportunity to make other changes to the code for clarity and ease of use including: significant changes to SDC 4.7.100 for various districts; changes to SDC 4.7.375 through SDC 4.7.385 for Architectural Design and multiple unit housing; changes to SDC 5.15.110 Minimum Development Standards and SDC 5.17.110 for Site Plan Review for multiple unit housing; and changes to SDC 6.1.110 Definitions.

#### II. BACKGROUND

This project is a continuation of work related to a larger Springfield Development Code Update project that has been ongoing since 2018 involving a phased plan to update the entire Springfield Development Code. Updating the Development Code to support efficient, timely, and clear development review is part of Springfield’s Housing Strategy. This work would amend income-qualified housing-related code sections. In 2023, the Oregon Legislature made efforts to address the state’s housing crisis with new laws and \$1.2 billion in additional spending on housing and homelessness. On any given night in 2022, at least 18,000 Oregonians were homeless and State analysts predict Oregon needs to build at least 500,000 homes over the next two decades to keep up with demand. The Legislature passed several bills that have prompted the following Housing Opportunities in Non-Residential Areas Amendments to the Springfield Development Code (SDC):

House Bill 2984 – Commercial to Residential Building Conversions  
(effective January 1, 2024)

House Bill 2984 requires local governments to allow conversion of a building from commercial to residential use without requiring a zone change or conditional use permit, as long as the land is not zoned to allow for industrial uses.

House Bill 3151 – Manufactured Dwelling Parks on Non-Residential Lands  
(effective January 1, 2024)

Manufactured housing makes up eight percent of Oregon’s total housing and 16 percent of the affordable housing stock (according to American Community Survey data collected between

2013-2017). That’s why House Bill 3151’s major impact on Springfield is to allow manufactured dwelling parks serving households with incomes of 120 percent or less of area median income (AMI), to be added to the bill’s definition of “affordable housing”. The bill also adds property owned by a housing authority, manufactured dwelling park nonprofit cooperative, or nonprofit corporation organized as a public benefit corporation whose primary purpose is the development of affordable housing, to the list of properties where local government is required to allow “affordable housing”. This will result in changes to SDC 4.7.405, which allows for the development of income-qualified housing on non-residential lands if certain conditions are met.

House Bill 3395 –Residential Use of Commercial Lands  
(effective June 30, 2023)

House Bill 3395 allows housing within commercial land use districts if it is affordable to households with incomes of 60 percent AMI or less, or for mixed-use structures with ground floor commercial with residential units that are affordable to moderate income (80-120% AMI) households. The bill requires cities to apply the residential density level most comparable to the commercial density currently allowed in the land use district. The bill explicitly exempts cities from having to conduct a new economic analysis or comprehensive plan update; however, cities may still wish to consider the impact to employment lands availability and accommodate these impacts at a later date.

The City is also making ongoing updates to the City’s Development Code to address changes to the code for clarity and ease of use as time and resources allow. This set of amendments include: SDC 4.7.100 for various districts, changes to SDC 4.7.375 through SDC 4.7.385 for Architectural Design and multiple unit housing, changes to SDC 5.15.110 Minimum Development Standards and SDC 5.17.110 for Site Plan Review for multiple unit housing, and changes to SDC 6.1.110 Definitions.

**The project objectives are to:**

- 1) Ensure the City is complying with state law by amending the Springfield Development Code to:
  - a. Expand opportunities for residential development in commercial areas by allowing income-qualified housing on lands zoned for commercial uses and allowing conversion of a building from commercial to residential use.
  - b. Allow manufactured dwelling parks serving households with incomes of 120 percent AMI or less on certain non-residential lands.
- 2) Change the use of the term “affordable housing” to “income-qualified housing” in the Springfield Development Code. Clarify and improve integration of income-qualified housing-related language throughout applicable code sections (e.g., within use tables and cross reference appropriately, remove redundancy, update terms and definitions).
- 3) Identify opportunities to address other Springfield Development Code barriers to income-qualified housing, multiple-unit housing, and specific development standards in SDC 4.7.100 beyond compliance with recent legislation if the code changes are consistent with current local adopted policies and Springfield’s Housing Strategy.

(Note: More comprehensive policy and code changes related to housing may occur with upcoming work on Springfield’s Housing Capacity Analysis and Housing Production Strategies.)

### III. SITE INFORMATION

The amendments are not site-specific; they apply to a large area and a large number of properties. Affected properties are those within the City of Springfield's Urban Growth Boundary (UGB) that propose the development of income-qualified housing as defined in the code, multiple unit housing, or various uses previously defined in SDC 4.7.100.

### IV. PROCEDURAL REQUIREMENTS AND CITIZEN INVOLVEMENT

Under SDC 5.6.110, legislative amendments of the Development Code text are reviewed under a Type 4 procedure. Type 4 procedures, as defined in SDC 5.1.600, require a review and recommendation by the Planning Commission and adoption of an ordinance by the City Council.

The code amendments include changes that apply within the urbanizable areas that are between the city limits and the Springfield UGB. The code updates are subject to provisions of the City of Springfield and Lane County's urban transition agreement, which requires the City and County to jointly develop land use regulations to be applied to the urbanizable portion of the Springfield UGB. Article IV, Section 3 of the urban transition agreement allows the Springfield Planning Commission to exercise legislative land use authority otherwise belonging to the Lane County Planning Commission for the urbanizable portion of the Springfield UGB. Therefore, a joint Planning Commission hearing between Springfield and Lane County is not required for these code amendments. The Springfield Planning Commission held a public hearing for the purpose of developing their recommendation to the Springfield City Council on April 2, 2024. The City Council and Board of County Commissioners will hold a joint public hearing to co-adopt the regulations applicable to the urbanizable area. The Director for the City of Springfield initiated these development code amendments as is allowed under SDC 5.6.105(B).

In accordance with the City of Springfield Citizen Involvement Program, the Committee for Citizen Involvement (CCI) reviewed and approved a Community Involvement Strategy for this proposal on December 5, 2023. Per this strategy the City has completed the following:

- In February 2024, created a project page on Springfield Oregon Speaks with links to the Development Code Updates webpage on the City of Springfield website. The webpages provided opportunities for the public to view key messages or relevant resources and provide input.
- Emailed notice of the proposed amendments, public workshops, and Planning Commission Hearing on April 2, 2024 to stakeholder groups including development professionals (developers, builders, landscape architects, engineers, realtors, the Springfield Board of Realtors and Lane County Home Builders Association) and affordable housing providers who expressed an interest in being notified of future code amendments (following the 2022 Development Code Update Project) per the Citizen Involvement Strategy on February 15, 2024.
- As required by SDC 5.1.615(E), provided agency referrals to the Development Review Committee regarding the proposed amendments via email on February 15, 2024.
- Emailed notice of the workshops on February 21, 2024, to members of the Springfield Housing Newsletter's Interested Parties list.
- Submitted notice of the proposed amendments to the Department of Land Conservation and Development (DLCD) on February 27, 2024, 35 days in advance of the first evidentiary hearing as required by ORS 197.610(1) and OAR 660-018-0020.



- Held two public workshops to convey the main points of the project to development professionals on February 28 and February 29, 2024.
- Published notice of the proposed amendments and Springfield Planning Commission public hearing in *The Chronicle* on March 7, 2024 as required by SDC 5.1.615.
- Public noticed of the joint Springfield City Council and Lane County Board of County Commissioners public hearing in *The Chronicle* on May 21, 2024 as required by SDC 5.1.615, and in *The Register Guard* on May 20, 2024 as required by Lane Code 14.060 for legislative actions.
- Posted notice of the proposed amendments and the dates of the public hearings on the City of Springfield website and in Springfield City Hall which routinely posts public hearing notices.

As of the date of this staff report, staff received one public comment from Phil Farrington, with CDC Management Corp, expressing support for the proposed code amendments and suggesting one additional amendment to the code. See Attachment 7 (Public Comments Received) of the May 28, 2024 City Council work session materials. Mr Farrington’s proposed amendment would allow opportunities for more residential development, not just income-qualified housing, in the Mixed-Use Commercial district while maintaining the ground floor commercial requirement on busier streets to promote an active pedestrian environment.

Staff do not recommend including his suggested change as part of these proposed code amendments. Springfield Development Code (SDC) 3.2.630 establishes mixed-use development standards and subsection (A)(1) is about the “Preservation of the Commercial Land Supply” in the Mixed-Use Commercial District. Staff would need to analyze the potential implications of the amendment on the commercial buildable lands inventory if it would no longer have a commercial requirement in some areas of the Mixed-Use Commercial district. Staff also noted that the idea of how and where to require ground floor commercial uses in mixed use districts will be explored with upcoming work to comprehensively review and amend the City’s mixed use districts with support from consultants funded and managed by the Department of Land Conservation and Development.

For this request, the Springfield Planning Commission will make a recommendation to the Springfield City Council. Per the urban transition agreement and SDC 5.1.625, development code amendments which impact areas outside the city limits must be co-adopted by the Lane County Board of County Commissioners in order to apply to urbanizable areas within the Springfield UGB. Decisions of the Springfield City Council and Lane County Board of County Commissioners may be appealed to the Oregon Land Use Board of Appeals within 21 calendar days of the date the decision becomes final as specified in ORS 197.830 (SDC 5.1.630(F)).

## V. APPROVAL CRITERIA & FINDINGS

The request is subject to approval criteria in SDC 5.6.115, which covers adoption or amendment of refinement plans, plan districts and the development code. The following approval criteria are listed under SDC 5.6.115:

*(A) In reaching a decision on the adoption or amendment of refinement plans and this code’s text, the City Council shall adopt findings that demonstrate conformance to the following:*

- (1) The Metro Plan and Springfield Comprehensive Plan;*
  - (2) Applicable State statutes; and*
  - (3) Applicable State-wide Planning Goals and Administrative Rules.*
- (B)** *Applications specified in SDC 5.6.105 may require co-adoption by the Lane County Board of Commissioners.*

Findings showing that the proposed amendments to the development code meet the applicable criteria of approval appear in regular text below. Direct citations or summaries of criteria appear in ***bold italics*** and precede or are contained within the relevant findings.

### ***Conformance with the Metro Plan and Springfield Comprehensive Plan***

The adopted Eugene-Springfield Metropolitan Area General Plan (Metro Plan) and Springfield Comprehensive Plan are the acknowledged long-range plans that provide the broad framework for land use planning within the City of Springfield’s UGB. The policies of the Springfield Comprehensive Plan – Residential Land Use and Housing Element are intended to refine, update, and support (as opposed to replace) the goals, objectives and policies of the Metro Plan’s Residential Land Use and Housing Element. The Springfield Comprehensive Plan – Economic and Urbanization Elements replace the applicable sections of the Metro Plan pertaining to employment lands and urbanizable lands. The Springfield Comprehensive Plan’s Land Use Element replaces the Metro Plan Diagram Chapter II-G of the Metro Plan.

The Metro Plan and Springfield Comprehensive Plan contain topics or “elements.” Each element contains goals and policies that will guide Springfield’s growth and development through the 2010-2030 planning period.

The Housing Opportunities in Non-Residential Areas code amendments are consistent with the following Metro Plan policies:

#### ***Metro Plan A. Metropolitan Residential Land Use and Housing Element***

##### ***A.3 Provide an adequate supply of buildable residential land within the UGB for the 20-year planning period at the time of Periodic Review.***

Finding 1: The City’s 2011 Residential Land and Housing Needs Analysis serves as its housing needs analysis and buildable lands inventory under Goal 10 and provides evidence that the Springfield UGB has sufficient buildable land to meet identified housing needs during the 20-year period. Increasing opportunities to convert commercial uses to residential, build income-qualified housing in various districts, and clarify the multiple-unit housing standards, supports the City’s ability to meet and provide an adequate supply of residential buildable land within the UGB for the 20-year planning period.

##### ***A.10 Promote higher residential density inside the UGB that utilizes existing infrastructure, improves the efficiency of public services and facilities, and conserves rural resource lands outside the UGB.***

Finding 2: The Housing Opportunities in Non-Residential Areas code amendments expand opportunities for housing in land use districts previously intended only for commercial use outside of mixed-use areas and allows more development of income-qualified housing in commercial districts and in mixed-use structures. In doing so, a significant amount of land previously restricted to nonresidential uses within the UGB is now available for market rate and income-qualified housing. These developments will allow more housing opportunities and higher residential densities in various districts. Allowing the conversion of commercial buildings to residential uses utilizes existing infrastructure which conserves rural resource lands outside of the UGB and improves the efficiency of public services by allowing new housing where development already exists.

**A.11 *Generally locate higher density residential development near employment or commercial services, in proximity to major transportation systems or within transportation-efficient nodes.***

Finding 3: The House Bills expand opportunities to develop market-rate housing in commercial districts and income-qualified housing in employment and commercial districts many of which are along major transportation routes or existing transportation-efficient nodes. This “mix of uses” is an important strategy for reducing the community’s reliance on the automobile, lowering transportation costs, and reducing our community’s greenhouse gas emissions. In addition, neighborhoods that are more walkable and where residents are near employment and commercial services, help residents save money and improve access to daily needs.

**A.13 *Increase overall residential density in the metropolitan area by creating more opportunities for effectively designed in-fill, redevelopment, and mixed use while considering impacts of increased residential density on historic, existing and future neighborhoods.***

Finding 4: The Housing Opportunities in Non-Residential Areas code amendments permit higher-density housing in existing employment and commercial neighborhoods that were previously limited to nonresidential uses and clarify some of the multiple-unit housing standards in SDC 4.7.375 through 4.7.385. Additions, expansions, redevelopment, or infill in these “mixed-use neighborhoods” are characterized by a vibrant mix of commercial and residential uses where a higher concentration of people can access existing sidewalks, bike lanes, and bus routes that support a variety of transportation options and are already scaled for compatibility with nonresidential services through the existing architectural, clear and objective, and discretionary use standards (Though some of these standards will be amended with this project; see response to A.14 below). Historic design standards apply to all projects within the Historic Overlay District to address the potential impacts of residential density resulting from these Housing in Non-Residential Areas code amendments.

**A.14 *Review local zoning and development regulations periodically to remove barriers to higher density housing and to make provision for a full range of housing options.***

Finding 5: The Housing in Non-Residential Areas code amendments were developed from review of the existing code against House Bills 2984, 3151, and 3395 to remove barriers to commercial to residential building conversions and income-qualified housing. However,

amendments to the multiple-unit housing standards also occurred for consistency and clarity across the code in:

- SDC 4.7.375 to move the discretionary building form and orientation standards from 4.7.385 Multiple Unit Housing (Discretionary Option) to this section to match the existing clear and objective building form and orientation standards;
- SDC 4.7.380 to remove the reference to ‘Development Standards for Multiple Unit Housing Developments in the R-2 and R-3 Districts’ as multiple unit housing is allowed in other districts besides R-2 and R-3;
- SDC 5.15.110 for Minimum Development Standards (MDS) so that MDS applications do not apply to new multiple-unit housing development. A Site Plan Review or multiple-unit housing review in SDC 4.7.380 would apply; and
- SDC 5.17.110 for Site Plan Review. The intent of the amendment is to clarify when Site Plan Review is required—when an addition, expansion, or change of use is for a nonresidential use, in a land use district that is not residential, and located within 50 feet of a residential land use district or residentially designated land.

For all these reasons, the amendments remove barriers to higher density housing, resulting in a fuller range of housing options in various districts (residential, commercial, industrial, etc.).

***A.17 Provide opportunities for a full range of choice in housing type, density, size, cost, and location.***

Finding 6: The Housing Opportunities in Non-Residential Areas code amendments increase housing types permitted in various districts, resulting in a fuller range of choices in housing type and location, especially for income-qualified and market-rate development. The code does not currently have density standards in many districts that don’t currently allow housing outright, so development is limited by existing standards in the applicable district (e.g., height, setbacks, lot coverage, etc.). Permitting commercial to residential building conversion and some income-qualified housing without changing the existing density and size requirements in those districts allows for a greater range of housing densities and sizes.

Finding 7: There are several factors that affect the cost of income-qualified housing development, but a big factor is developers’ reliance on federal Low Income Housing Tax Credits (LIHTC) – the major source of funding for low-income housing. The tradeoff of this tax credit is that it leads to higher costs of development to limit risk to private sector partners, but also creates high quality, attractive and durable housing. The amendments to the code increase the number of properties eligible for the development of income-qualified housing expanding the locations available for income-qualified housing. The code amendments that allow for commercial to residential building conversions also expand the locations available for market-rate housing.

***A.20 Encourage home ownership of all housing types, particularly for low-income households.***

Finding 8: The Housing Opportunities in Non-Residential Areas code amendments do not directly support homeownership programs for income qualified homeowners. However, the amendments are projected to increase the variety of smaller and less expensive home ownership options relative to detached single-unit dwellings, by allowing not only income-qualified housing in various districts but also middle housing proposed as income-qualified



housing in districts where it is otherwise prohibited. Middle housing projects are reviewed as a Type 1 procedure which further expedites the approval process and permitting affordability (a Type 1 determination is made by the Director without public notice or a hearing).

**A.22 *Expand opportunities for a mix of uses in newly developing areas and existing neighborhoods through local zoning and development regulations.***

Finding 9: The amendments to the code's zoning and development regulations are necessitated by House Bill 2984 and 3395, which expand opportunities for a mix of uses by permitting commercial to residential building conversion and income-qualified housing in commercial districts and in mixed-use structures.

**A.28 *Seek to maintain and increase the supply of rental housing and increase home ownership options for low- and very low-income households by providing economic and other incentives, such as density bonuses, to developers that agree to provide needed below-market and service-enhanced housing in the community.***

Finding 10: The amendments do not change code that was implemented during Ordinance 6443 (for middle housing) that allows density and height bonuses for income-qualified housing in residential districts. House Bills 3151 and 3395 add the affordability options for income-qualified housing to include (1) a manufactured dwelling park that serves populations within incomes of 120% of the area median income (AMI) within the definition of income-qualified housing; (2) residential structures within commercial districts where each unit is affordable to a household with income less than or equal to 60% of the AMI; and (3) mixed-use structures in commercial districts with ground floor commercial units and residential units that are affordable to moderate-income households (80-120% AMI), as defined in ORS 456.270. These economic incentives will help expand opportunities where developers can provide below-market and serviced-enhanced housing in the community.

Finding 11: Moreover, House Bill 3395 requires cities to apply the most comparable residential density for income-qualified housing to the allowed commercial uses in the subject district. By applying comparable density, dimensional, and design standards from the residential districts to the commercial districts, the amendments can reduce regulatory barriers to income-qualified housing development in those areas and increase the supply of rental housing and homeownership for low-income households. House Bill 2984 for commercial to residential building conversion also increases the supply of rental and home ownership options by expanding the areas where income-qualified housing can be built and incentivizing changes of use for underutilized commercial properties.

**A.30 *Balance the need to provide a sufficient amount of land to accommodate affordable housing with the community's goals to maintain a compact urban form.***

Finding 12: As discussed above, House Bills 2984, 3151, and 3395 were passed by the 2023 legislature to address the state's housing crisis. By providing housing in land use districts previously intended only for nonresidential uses, the market determines the supply and demand of "affordable housing" in the UGB. In doing so, a significant amount of land previously restricted to these nonresidential uses within the UGB is now available for income-qualified housing without needing to expand the urban growth boundary.

**A.33 Consider local zoning and development regulations impact on the cost of housing.**

**Finding 13:** The Housing Opportunities in Non-Residential Areas code amendments expand allowances for income-qualified housing in various districts (and at greater densities) in the commercial and mixed-use commercial districts than under the current code. To comply with House Bill 3395, the code applies minimum density for housing in commercial districts (20 units per gross acre) and in mixed-use structures (12 units per gross acre) consistent with the Mixed-Use Residential (MUR) Standards in SDC 3.2.630(C)(2), but does not apply a maximum density for residential. By applying the MUR standards instead of the Mixed-Use Commercial (MUC) standards, there are fewer floorspace requirements for commercial uses in mixed-use income-qualified housing structures. (The MUC district currently requires a minimum of 60 percent of the ground floor area within a new building be dedicated to commercial uses while the proposed code for income-qualified housing would require 10 percent of the total gross floor area be in non-residential use if less than 20 units are provided in a mixed-use structure.) Furthermore, the code updates now allow both a Type 1 clear and objective review or a Type 2 or Type 3 discretionary review for income-qualified housing where the code previously only allowed Type 1, thus reducing design limitations on all types of income-qualified development review.

**Springfield Comprehensive Plan: Residential Land Use & Housing Element**

**Policy H.1 - Based on the findings in the RLHNA and to accommodate projected growth between 2010 and 2030, Springfield has designated sufficient buildable residential land (a) for at least 5,920 new dwelling units at an estimated density of at least 7.9 units per net buildable acre; and (b) to accommodate a new dwelling mix of approximately 52 percent detached single family dwellings (including manufactured dwellings on individual lots), seven percent attached single-family dwellings, one percent manufactured dwellings in parks, and 40 percent multifamily dwellings.**

**Finding 14:** The Housing in Non-Residential Areas code amendments maintain the existing mix of residential plan designations and do not reduce the supply of buildable residential land or change the net densities allowed in the zoning districts. The table below shows how the code amendments affect the densities and heights allowed in Springfield’s land use districts.:

<b>Income-Qualified Housing in:</b>	<b>Existing Code Density and Height</b>	<b>New Code Density and Height</b>
<b>Residential Districts under ORS 197.748</b>	<p>R-1 District: 28 units per net acre max density/47 feet max height;</p> <p>R-2 District: 42 units per net acre max density/74 feet max height;</p> <p>R-3 District: 63 units per net acre max density/no max building height.</p> <p>Listed the MUR and GRMU districts but did not include</p>	<p>For clarification purposes, added a height bonus of 36 feet for the MUR district as permitted in ORS 197.748</p> <p>Removed the GRMU district from the list of residential districts that would have a density and height bonus as there is no maximum height in the GRMU.</p>

	<i>their height or density bonuses.</i>	
<b><i>Nonresidential Districts under ORS 197A.445 including: PLO, NC, CC, MRC, GO, MS, MUC, BKMU, Glenwood CMU, or Glenwood OMU. Permitted in CI, LMI, MUE, or Glenwood EMU subject to certain standards.</i></b>	<i>Density and height limited only by existing standards in the applicable district (e.g., height, setbacks, lot coverage). Generally, there are no density standards in districts that don't currently allow housing outright.</i>	<i>Not subject to change</i>
<b><i>Commercial districts and in Mixed-Use Structures under House Bill 3395</i></b>	<i>Does not currently exist in the development code.</i>	<i>Commercial districts NC, CC, MRC, GO: 20 units per gross acre minimum; Mixed-use structures in CMU, Glenwood CMU and Glenwood OMU: 12 units per gross acre minimum. No Max density. For income-qualified housing in mixed-use structures, 10 percent of the total gross floor area must be in non-residential use if less than 20 units are provided.</i>

The amendments allow for residential development that exceeds the adopted net density ranges in the Springfield Comprehensive Plan (6-14 units/acre in Low Density Residential, 14-28 units/acre in Medium Density Residential, and 28-42 units/acre in High Density Residential). Because House Bill 3395 explicitly exempts cities from having to conduct a new economic analysis or comprehensive plan update to comply with these bills and a more holistic review of local plans, policies, and code will occur with upcoming work on Springfield's Housing Capacity Analysis and Housing Production Strategies, the code amendments are in conformance with the existing Comprehensive Plan. In accordance with OAR 660-008-0045, the City is scheduled to adopt comprehensive plan amendments by December 31, 2027, as part of the Housing Capacity Analysis required by ORS 197.296. At that time, these future amendments to the comprehensive plan will more fully incorporate the range of housing types and densities including the new options for conversion of commercial to residential and income-qualified housing, into the plan provisions and policies.

***Policy H.3 - Support community-wide, district-wide and neighborhood-specific livability and redevelopment objectives and regional land use planning and transportation planning policies by locating higher density residential development and increasing the density of development near employment or commercial services, within transportation-efficient Mixed-Use Nodal Development centers and along corridors served by frequent transit service.***

Finding 15: The Housing Opportunities in Non-Residential Areas code amendments permit

housing in places that previously did not allow residential development (commercial to residential building conversion, residential in commercial districts and in mixed-use structures, etc.) thereby locating residential development near employment and commercial services.

***Policy H.5 - Develop additional incentives to encourage and facilitate development of high density housing in areas designated for Mixed Use Nodal Development.***

Finding 16: The existing code already allows high density income-qualified housing in residential areas through density and height bonuses, while the amendments expand the definition of income-qualified housing to commercial areas and mixed-use structures outside of mixed-use development areas. Income-qualified housing is still permitted and supported in the existing mixed-use nodal development areas of the Glenwood Riverfront, Downtown, Mohawk, 30<sup>th</sup> & Main, and Riverbend/Gateway, as shown on the Springfield Comprehensive Plan Map.

***Policy H.9 - Provide a broad range of quality accessible and affordable housing options for very low, low and moderate income residents. Affordable housing is defined as housing for which persons or families pay 30 percent or less of their gross income for housing, including necessary and essential utilities [Oregon Revised Statute 456.055].***

Finding 17: The Housing Opportunities in Non-Residential Areas code amendments expand the locations where income-qualified housing can be developed in various non-residential land use districts Policy H.9 notes that across the United States, housing costs are considered “affordable” if the monthly rent or mortgage as stated above, is no more than 30% of gross household earnings. Income-qualified housing encompasses housing that is specifically for households making somewhere in the range of 0-120% of the area median income which would be affordable to households with very low, low and moderate incomes.

***Policy H.11 - Continue to seek ways to update development standards to introduce a variety of housing options for all income levels in both existing neighborhoods and new residential areas that match the changing demographics and lifestyles of Springfield residents.***

Finding 18: The code amendments align with the objectives of Policy H.11 by expanding income-qualified housing to various land use districts and enhancing the development feasibility of residential in commercial areas and in mixed-use structures through revised dimensional, density, and design standards. Allowing income-qualified housing as middle housing, multiple-unit housing, or in mixed-use structures, supports increasing housing variety within existing neighborhoods.

***H.15 - Update residential development standards to enhance the quality and affordability of neighborhood infill development (e.g. partitions, duplex developments, transitional neighborhoods, rehab housing, accessory dwelling units) and multi-family development.***

Finding 19: The Housing in Non-Residential Areas code amendments include updated residential development standards that enhance the affordability of multiple-unit housing both for income-qualified housing but also for conversion of commercial to residential. For further details, see the response to A.14 above.



***Springfield Comprehensive Plan: Economic Element***

***E.22 - Plan, designate and zone land to allow community and neighborhood retail commercial uses in new, existing or expanded mixed use centers/nodes to address the land need for retail described in the Economic Opportunities Analysis; timing shall be coordinated with City refinement planning processes or through property-owner initiated proposals that are consistent with Springfield Comprehensive Plan policies.***

Finding 20: House Bill 3395 explicitly exempts cities from having to conduct a new economic analysis or comprehensive plan update to comply with the new income-qualified housing options. A more holistic review of local plans, policies, and code will occur with upcoming work on Springfield’s Housing Capacity Analysis and Housing Production Strategies, which will examine the City’s housing needs, residential land that is buildable, and a variety of housing strategies to increase the production of needed housing.

Finding 21: The other amendments to SDC 4.7.100 for various districts will make the code more user-friendly by listing standards that apply to a district in one place instead of needing to reference another chapter of the code. These amendments are for clarification purposes and do not change the overall categories of uses that are permitted within the commercial, industrial, public land and open space, urbanizable fringe overlay, or Booth-Kelly Mixed-Use districts.

***Conformance with Applicable State Statutes***

Finding 22: ORS 197.610 requires local jurisdictions to submit proposed comprehensive plan or land use regulation changes to the Department of Land Conservation and Development (DLCD). Notice of the proposed amendments to the Springfield Development Code was provided to DLCD 35 days in advance of the Planning Commission public hearing in compliance with ORS 197.610 and ORS 197.620(3). Therefore, the amendments are consistent with the state statute.

Finding 23: ORS 197.307(4) requires that jurisdictions “may adopt and apply only clear and objective standards, conditions and procedures regulating the development of housing” and “may not discourage needed housing through unreasonable cost or delay”. The amendments retain the existing clear and objective standards and procedures for single-unit dwellings, middle housing, and multiple-unit housing and the income-qualified housing uses that were implemented during Ordinance 6443 (for middle housing). However, the code amendments that comply with House Bills 3151 and 3395 expand opportunities for income-qualified housing to residential structures within commercial districts and in mixed-use structures. To reduce barriers to income-qualified housing, the amendments allow for the clear and objective tract but also the alternate discretionary review procedures for development that doesn’t comply with the clear and objective standards. For multiple unit housing permitted in 4.7.375 through 4.7.385, a housing applicant has the option either to proceed under the clear and objective path or to seek approval under one or more discretionary review options, which “does not discourage needed housing through unreasonable cost or delay”. The discretionary review procedures authorize density at the same density levels that are allowed under the clear and objective income-qualified criteria in 4.7.405, consistent with ORS 197.307(6)(c) and House Bill 4064.

Finding 24: The Oregon State Legislature passed House Bills 2984, 3151, and 3395 to expand opportunities for market rate housing and income-qualified housing within areas zoned for commercial use, subject to certain zoning and property ownership conditions. The amendments update the special standards section in SDC 4.7.370 for Income-Qualified Housing on Property Owned by Religious Nonprofits and in SDC 4.7.405 for Income-Qualified Housing and necessitate the creation of SDC 4.7.215 Conversion of Commercial to Residential. Sections 4.7.370 and 4.7.405 define the affordability and ownership requirements in the bills and the comparable residential density requirements for the allowed commercial uses in the subject district, while section 4.7.215 stipulates where conversion of commercial to residential does not apply. House Bill 3395 also established a density standard for single room occupancy (SRO), which requires that for the purposes of calculating density, 6 single room occupancy units is equal to 1 dwelling unit and that SRO units are permitted when “consistent with the density standards of a lot or parcel zoned to allow for the development of residential dwellings with five or more units.”

Finding 25: The Department of Land Conservation and Development neither developed guidance materials for the bills nor model codes for cities to prepare these code amendments. Therefore, the language for the approval criteria of income-qualified housing (House Bills 3151 and 3395) and conversion of commercial to residential (House Bill 2984) were drafted to be as close to the statutory language as possible.

**CONCLUSION:** Based on the findings above, the code amendments are consistent with applicable state statutes.

### ***Conformance with Applicable State-wide Planning Goals and Administrative Rules***

***Statewide Planning Goal 1 – Citizen Involvement. To develop a citizen involvement program that provides the opportunity for citizens to be involved in all phases of the planning process.***

Finding 26: Requirements under Goal 1 are met by adherence to the citizen involvement process required by the Metro Plan and implemented by the Springfield Development Code. As detailed above, a public outreach process occurred during the development code amendment process. The amendments are subject to the Type 4 legislative procedure, which requires public notification and public hearings before the Planning Commission and City Council. The procedure has been established by the City and determined to be consistent with the City’s acknowledged Citizen Involvement Program and Statewide Planning Goal 1. The public hearing notice and hearings before the Planning Commission and City Council/Board of County Commissioners are recognized as opportunities for citizen participation.

Therefore, the amendments are in compliance with Goal 1.

***Statewide Planning Goal 2 – Land Use Planning. To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual basis for such decisions and actions.***

Finding 27: This goal outlines the land use planning process and policy framework. The Metro Plan, Springfield Comprehensive Plan, and Springfield Development Code have been acknowledged by DLCD as being consistent with the Statewide Planning Goals. The City has followed the land use planning process and policy framework established in the City's acknowledged comprehensive plan elements and Springfield Development Code as a basis for all decision and actions related to the use of land and to assure an adequate basis for such decisions and actions. The Housing in Non-Residential Areas code amendments will be adopted by the City Council and Lane County Board of County Commissioners after the June 10, 2024 Public Hearing. Opportunities have been provided for review and comment by citizens and local governments.

Finding 28: Statewide Planning Goal 2 Guideline E states:

*“Minor changes, i.e., those which do not have significant effect beyond the immediate area of the change, should be based on special studies or other information which will serve as the factual basis to support the change. The public need and justification for the particular change should be established. Minor changes should not be made more frequently than once a year, if at all possible.”*

Finding 29: While the Statewide Planning Goal Guidelines are not mandatory provisions, the code updates are consistent with the direction provided in Guideline E, for the following reasons:

- These amendments will help to increase the diversity of housing opportunities, not just for income-qualified housing, but also in underutilized commercial areas, which would help to meet Springfield's housing needs. The Housing Opportunities in Non-Residential Areas code amendments originate from adoption of House Bills 2984, 3151, and 3395; therefore, Springfield is justified in providing the aforementioned changes to the Springfield Development Code to comply with state law. This is consistent with Goal 2.
- The other aspects of the code updates, amending the development code for SDC 4.7.100 for various districts; SDC 4.7.375 through SDC 4.7.385 for Architectural Design and multiple unit housing; and SDC 5.15.110 Minimum Development Standards and SDC 5.17.110 for Site Plan Review for multiple unit housing, are consistent with Guideline E in Goal 2. This project is a continuation of work related to a larger Springfield Development Code Update project that has been ongoing since 2018 involving a phased plan to update the entire Springfield Development Code. Updating the Development Code to support efficient, timely, and clear development review is part of Springfield's Housing Strategy.

Therefore, the amendments are in compliance with Goal 2.

**Statewide Planning Goal 3 – Agricultural Lands. To preserve agricultural lands.**

Finding 30: The amendments are for property located within the urban growth boundary of Springfield and do not affect any land designated for agricultural use. Therefore, Goal 3 does not apply.

**Statewide Planning Goal 4 – Forest Lands. To conserve forest lands.**

Finding 31: The amendments are for property located within the urban growth boundary of Springfield and do not affect any land designated for forest use. Therefore, Goal 4 does not apply.

**Statewide Planning Goal 5 – Open Spaces, Scenic and Historic Areas, and Natural Resources. To conserve open space and protect natural and scenic resources.**

Finding 32: The Springfield Development Code is currently acknowledged to be in compliance with Statewide Planning Goal 5. Pursuant to OAR 660-023-0250(3) local governments are not required to apply Goal 5 in consideration of an amendment unless the amendment affects a Goal 5 resource. The amendment would only affect the resource if it: creates or amends a resource list or portion of an acknowledged plan that protects or addresses specific requirements of a Goal 5; allows new uses that could conflict with a Goal 5 resource; or the amendment affects an acknowledged UGB and information is submitted demonstrating that a resource site is included in the amended UGB area.

Finding 33: The amendments do not create or amend the City's list of Goal 5 resources, do not allow new uses that could conflict with a Goal 5 resource, and do not amend the acknowledged UGB. Furthermore, the provisions for income-qualified housing allowed under ORS 197A.445 and House Bill 3395 prohibit the development of income-qualified housing within the development setbacks for locally significant wetlands and riparian areas.

Therefore, the amendments are in compliance with Goal 5.

**Statewide Planning Goal 6 – Air, Water and Land Resources Quality. To maintain and improve the quality of the air, water and land resources of the state.**

Finding 34: Goal 6 addresses waste and discharges from development and is aimed at protecting air, water and land from impacts from those discharges. This goal requires local comprehensive plans to consider all waste and process discharges from urban and rural residential use and their carrying capacity. House Bills 2984 and 3395 which allow conversion of commercial to residential and income-qualified housing in commercial districts and in mixed-use structures provided they meet the area median income thresholds shown in the code, must be adequately served by water, sewer, storm water drainage, or streets at the time the development is complete. There is an amendment to the code to clarify that all new development, redevelopment, additions, expansions, or changes of use on property that are within 150 of a Water Quality Limited Watercourse (WQLW) or 100 feet of a tributary of a WQLW require a Site Plan Review application in conformance with SDC 5.17.110. The current code is ambiguous whether site plan review applies to all development in these areas, or only additions, expansions, or changes or use. However, this amendment does not change the substance of any code requirement or standard that applies to WQLWs; it simply requires all development to submit a land use application and go through the review process when a property contains a WQLW. Therefore, the amendments do not authorize any new development or increase intensity of development in a way that threatens to violate state or federal regulations.



The amendments are in compliance with Goal 6.

***Statewide Planning Goal 7 – Areas Subject to Natural Disasters and Hazards. To protect life and property from natural disasters and hazards.***

Finding 35: Goal 7 requires local government planning programs include provisions to protect people and property from natural hazards such as floods, landslides, earthquakes and related hazards, tsunamis and wildfires. The Goal prohibits development in natural hazard areas without appropriate safeguards. The Springfield Development Code is acknowledged to be in compliance with Goal 7. The amendments do not alter the City’s acknowledged land use programs regarding landslide areas (SDC 3.3.500, Hillside Development Overlay) or flood protection (SDC 3.3.400). Furthermore, the provisions for income-qualified housing allowed under ORS 197A.445 and House Bill 3395 prohibit the development of income-qualified housing within the Hillside Overlay District or Floodplain Overlay District.

Therefore, the Housing in Non-Residential Areas code amendments are in compliance with Goal 7.

***Statewide Planning Goal 8 – Recreational Needs. To satisfy the recreational needs of the citizens of the state and visitors, and where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.***

Finding 36: Recreational services within Springfield is the responsibility of the Willamalane Park & Recreation District. Willamalane has an adopted 20-Year Comprehensive Plan for the provision of park, open space and recreation services for Springfield. This goal is not applicable to the Housing Opportunities in Non-Residential Areas code amendments and will have no effect on the availability of or access to recreational opportunities as planned in Willamalane’s Comprehensive Plan.

Therefore, the updates are in compliance with Goal 8.

***Statewide Planning Goal 9 – Economic Development: To provide adequate opportunities throughout the state for a variety of economic activities vital to the health welfare, and prosperity of Oregon’s citizens.***

Finding 37: Goal 9 requires the City to “provide for at least an adequate supply of sites of suitable sizes, types, locations, and service levels for a variety of industrial and commercial uses consistent with plan policies.” The City’s adopted Economic Opportunities Analysis and Commercial Industrial Buildable Lands Inventory is acknowledged to comply with Goal 9.

Finding 38: The amendments do not render any property unusable for commercial or industrial uses. The amendments allow for the redevelopment of commercial and industrial properties for income-qualified housing as the City is already required to allow under state statutes. House Bill 2984 allows commercial to residential building conversions without requiring a zone change or conditional use permit and House Bill 3395 allows housing within commercial land use districts if it is affordable to households with incomes of 60 percent AMI or less, or for mixed-use structures with ground floor commercial with residential units that are affordable to moderate income (80-120% AMI) households.

Finding 39: House Bill 3395 explicitly exempts cities from having to conduct a new economic analysis or comprehensive plan update to comply with the bill. The code amendments retain the existing minimum development areas and broad categories of uses that are currently allowed in each land use district but allow for a flexible approach by allowing new pockets of residential or mixed-use development.

Finding 40: Finally, the other amendments to SDC 4.7.100 for various districts will make the code more user-friendly by listing standards that apply to a district in one place instead of needing to reference another chapter of the code. These amendments are for clarification purposes and do not change the overall categories of uses that are permitted within the commercial, industrial, public land and open space, urbanizable fringe overlay, or Booth-Kelly Mixed-Use districts.

Therefore, the amendments are consistent with Goal 9.

***Statewide Planning Goal 10 – Housing. To provide for the housing needs of citizens of the state.***

Finding 41: Goal 10 requires jurisdictions inventory buildable lands for residential use and develop plans that encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which meet the financial capabilities of Oregon households and allow for flexibility of housing location type and density. The City of Springfield completed a Housing Needs Analysis and Buildable Lands Inventory in 2011. This document serves as the City's compliance document under Goal 10 and provides the basis for the City's determination that Springfield's UGB has sufficient buildable land to meet the identified housing needs during the 20-year planning period. The Springfield 2030 Comprehensive Plan Residential Land Use and Housing Element suggests that a higher percentage of multiple unit housing will be needed from 2010 to 2030, and that overall, 5,920 new dwelling units will be needed to accommodate the population including a mix of detached single-unit dwellings, townhouses, manufactured dwellings in parks, and multiple unit housing at an estimated density of at least 7.9 units per net buildable acre.

Finding 42: Consistent with House Bill's 2983, 3151, and 3395, the amendments may allow a modest increase in the number of dwelling units being built that could be constructed within the UGB due to a greater number of units being permitted on lots that were previously restricted to only commercial uses. House Bill 2984 allows the conversion of commercial to residential and House Bill 3395 allows residential in commercial districts and in mixed use structures provided they meet the area median income thresholds shown in the draft code. In addition, House Bill 3395 requires cities to apply the most comparable residential density for income-qualified housing to the allowed commercial uses in the subject district. By applying comparable density, dimensional, and design standards from the residential districts to the commercial districts the amendments can reduce regulatory barriers to income-qualified housing development and meet the states definition of needed housing per ORS 197.303.

Finding 43: The other code amendments to SDC 4.7.100 for various districts, SDC

4.7375 through 4.7.385 for architectural design and multiple unit housing, and SDC 5.15.1110 Minimum Development Standards and SDC 5.17.110 for Site Plan Review for multiple unit housing similarly comply with Goal 10 because they do not reduce the assumed residential density of at least 7.9 dwelling units per net buildable acre within the City's residentially-designated lands.

Thus, the amendments do not reduce the development potential of Springfield's housing land inventories in a manner inconsistent with Goal 10.

***Statewide Planning Goal 11 – Public Facilities and Services. To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.***

Finding 44: Goal 11 requires the City to plan and develop an efficient arrangement of public facilities and services to serve urban and rural development. Pursuant to OAR 660-011-0020(2) a public facility plan must identify significant public facility projects which support the land uses designated in the comprehensive plan. The Eugene-Springfield Metropolitan Area Public Facilities and Services Plan (PFSP) and the Springfield 2035 Transportation System Plan (TSP) are the City's acknowledged public facilities and transportation plans that inform infrastructure investments (i.e., water, stormwater, wastewater, electricity, and transportation). The TSP is addressed under Goal 12 below. There are no changes to the PFSP in conjunction with these amendments, and the project is otherwise consistent with Goal 11 as explained below.

Finding 45: House Bills 2984, 3151, and 3395 require income-qualified housing to "be adequately served by water, sewer, storm water drainage or streets, or be adequately served at the time that development on the lot is complete". The anticipated increase in housing density in existing areas is not expected to result in overburdening public facilities and services and new public facilities and services will be designed to serve anticipated development, including residential development in nonresidential districts, residential structures in commercial areas, and mixed-use structures with ground floor commercial units and residential units subject to area median income thresholds. The amendments do not result in a need to adjust or amend existing policies or projects in the City's adopted facility plans. Therefore, compliance with Goal 11 is maintained for the housing in non-residential areas code amendments.

Finding 46: The other code amendments to SDC 4.7.100 for various districts, SDC 4.7375 through 4.7.385 for architectural design and multiple unit housing, and SDC 5.15.1110 Minimum Development Standards and SDC 5.17.110 for Site Plan Review for multiple unit housing similarly comply with Goal 11 because they do not result in any need to amend the PFSP to include additional or different public facilities projects.

These amendments are for clarification purposes and do not change the overall categories of uses that are permitted within the commercial, industrial, public land and open space, urbanizable fringe overlay, or Booth-Kelly Mixed-Use districts and are consistent with Statewide Planning Goal 11.

***Statewide Planning Goal 12 – Transportation. To provide and encourage a safe, convenient and economic transportation system.***

Finding 47: The Transportation Planning Rule (TPR), at OAR 660-012-0060, requires the City to adopt mitigation measures whenever “an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility.” An amendment causes a significant effect under the TPR when it changes the functional classification of an existing or planned transportation facility, changes the standards for implementing the functional classification system, or meets any of the standards in OAR 660-012-0060(1)(A) - (C) regarding degradation of the performance of an existing or planned transportation facility.

Finding 48: A land use regulation amendment “significantly affects” transportation under Subsection 1(a) if it “*Change[s] the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan).*” The amendments do not change any functional classification under OAR 66-012-0060(1)(a).

Finding 49: A land use regulation amendment “significantly affects” transportation under Subsection 1(b) if it “*Change[s] standards implementing a functional classification system.*” The amendments do not change the City’s standards for implementing its functional classification system under OAR 66-012-0060(1)(b).

Finding 50: Under Subsection (1)(c), a land use regulation amendment “significantly affects” transportation if it results in (A) *types or levels of travel or access inconsistent with the functional classification of a transportation facility;* (B) *degrades the performance of a transportation facility such that it would not meet performance standards identified in the TSP or comprehensive plan;* or (C) *degrades the performance of a transportation facility that is otherwise projected to not meet the performance standards in the TSP or comprehensive plan.* To determine whether the amendments “significantly affect” a transportation facility within the meaning of (1)(c) a local government may compare the most traffic-generative use reasonably allowed in the current zone with the most traffic-generative use reasonably allowed in the new zone.

Finding 51: The Housing in Non-Residential Code Amendments do not result in any of the significant effects listed in OAR 660-012-0060(1)(c)(A) through (C) because the code changes do not change the most traffic generative use allowed under the current code. The amendments do not change existing allowances for income-qualified housing uses that were implemented during Ordinance 6443 (for middle housing). House Bill 3395 for income-qualified housing in the commercial districts or in mixed-use structures must apply the most comparable residential density to the allowed commercial uses in the subject district. Both House Bill 2984 for commercial to residential building conversion and House Bill 3151 which amends the existing income-qualified housing code, must be adequately served by public services, including streets, at the time of development. The reasonably-most traffic generative uses in commercial and industrial districts are commercial, retail, and employment-related uses that generate more average daily trips than the reasonably-most traffic generative income-qualified housing project. For example, taking a one-acre site, a reasonable floor area ratio for commercial or industrial development is 0.50. Using the ITE Manual 11<sup>th</sup> Edition daily average trip rates, a general office building on a 1 acre site with a FAR of 0.50 would be expected to generate approximately 236 trips per day; general office uses are an allowed use in every commercial and industrial district that is impacted by these code amendments. A reasonably-most traffic generative income-qualified housing development on the same acre is a mid-rise multifamily development with 25



units, generating approximately 114 average daily trips. Because the reasonably-most traffic generative income-qualified housing use generates less average daily trips than other uses likely to develop in the commercial and industrial districts without these code amendments, the amendments do not cause a significant effect under OAR 660-012-0060(1)(c)(A) through (C).

Finding 52: The amendments to SDC 4.7.100 for various districts, SDC 4.7375 through 4.7.385 for architectural design and multiple unit housing, and SDC 5.15.1110 Minimum Development Standards and SDC 5.17.110 for Site Plan Review for multiple unit housing, also do not change the uses or density already allowed in the various districts or design standards for multiple unit housing previously passed in Ordinance 6443; they merely streamline and simplify the development review processes and standards that apply within those land use districts.

Therefore, the amendments are consistent with Statewide Planning Goal 12.

***Goal 13 – Energy Conservation. Land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based on sound economic principles.***

Finding 53: The City’s acknowledged Goal 13 regulations remain unaffected by the amendments. The proposed amendments will allow for residential development in nonresidential and mixed-use areas serving income-qualified households. The amendments to SDC 4.7.100 for various districts, SDC 4.7375 through 4.7.385 for architectural design and multiple unit housing, and SDC 5.15.1110 Minimum Development Standards and SDC 5.17.110 for Site Plan Review for multiple unit housing, also do not change the uses already allowed in the various districts or design standards for multiple unit housing previously passed in Ordinance 6443.

Therefore, the amendments are consistent with Statewide Planning Goal 13.

***Goal 14 –Urbanization. To provide for an orderly and efficient transition from rural to urban land use.***

Finding 54: Goal 14 requires cities to estimate future growth rates and patterns, and to incorporate, plan, and zone enough land to meet the projected demands. The amendments do not repeal or replace existing code provisions regarding annexation. The code provisions regarding urbanizable land are contained in the Urban Fringe Overlay District and the Agriculture Urban Holding Area district. To make the code clearer and easier to interpret the Urban Fringe Overlay District standards in 4.7.100 were moved to the Urbanizable Fringe Overlay District (SDC 3.3.825) as the use, Public and Private Parks in the Urbanizable Fringe Overlay District, only applies in that overlay. This change does not alter the requirement that urban uses are prohibited in the urbanizable areas prior to annexation.

Therefore, the amendments are consistent with the requirements of Statewide Planning Goal 14.

***Goal 15 –Willamette River Greenway. To protect, conserve, enhance and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.***

Finding 55: Statewide Planning Goal 15 requires cities to adopt local greenway plans, along with criteria for new development or uses along the river. Pursuant to SDC 3.3.320(A), uses allowed in the Willamette Greenway Overlay District are the same as those in the underlying land use district; thus, the amendments do not repeal, replace, or void the existing code provisions related to Goal 15 and no changes are proposed to the existing overlay protections from this amendment.

Therefore, the amendments are consistent with the requirements of Statewide Planning Goal 15.

**Goal 16 – 19 Estuarine Resources, Coastal Shorelands, Beaches and Dunes, and Ocean Resources.**

Finding 56: Statewide Planning Goals 16 – 19 relate to coastal lands in Oregon, which are not applicable within the planning jurisdiction of the City of Springfield and are not applicable to the amendments.

**VI. CONCLUSION**

Based upon the evidence above and the criteria of SDC 5.6.115 for approving amendments to the Springfield Development Code, the text amendments to income-qualified housing (SDC 4.7.370 Income-Qualified Housing on Property Owned by Religious Nonprofits and SDC 4.7.405 Income-Qualified Housing); changes to SDC 4.7.100 for various districts; changes to SDC 4.7.375 through SDC 4.7.385 for Architectural Design and multiple unit housing; changes to SDC 5.15.110 Minimum Development Standards and SDC 5.17.110 for Site Plan Review for multiple unit housing; and changes to 6.1.110 Definitions are consistent with these criteria.

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Andrew Shearer  
**Staff Phone No:** 541-726-3729  
**Estimated Time:** Consent Calendar  
**Council Goals:** Provide Financially Responsible and Innovative Government Services

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** WHITE BIRD CLINIC CAHOOTS SERVICES CONTRACT

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**ACTION REQUESTED:** Authorize the City Manager to sign a contract with White Bird Clinic for CAHOOTS services to Springfield.

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**ISSUE STATEMENT:** The current contract with White Bird Clinic for CAHOOTS services expires June 30, 2024. A new contract is necessary to continue contracted CAHOOTS services.

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**ATTACHMENTS:** [1: C3648 White Bird Clinic CAHOOTS Contract](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:** The City of Springfield intends to continue contracted services from White Bird Clinic's CAHOOTS (Crisis Assistance Helping Out On The Streets) for the City of Springfield, 12 hours a day, seven days a week. CAHOOTS teams are a two-person team comprised of at least one mental health care worker, with a primary goal of providing clinically appropriate community-based support and services to the Springfield community.

The City has partnered with Lane County since 2015 to provide CAHOOTS mobile crisis services to the Springfield community, and available 24 hours a day, seven days a week since 2017. For the last two years, the City and Lane County have shared CAHOOTS services cost equally.

As of July 2024, Lane County has a gap in their funding of CAHOOTS Springfield area services. The City continues to prioritize and fund CAHOOTS services for Springfield, identifying the most effective service hours as 11:00am to 11:00pm, seven days a week. As always, the Springfield Police Department will support community service requests outside of the CAHOOTS service hours utilizing available community resources (988, crisis lines, etc.) or police officer response.

The City will continue to work with Lane County in an effort to restore 24 hour, seven days a week CAHOOTS coverage. Additionally, the City will work with Lane County as they implement a Lane County Mobile Crisis Services team (MCS) that will adhere to the scope of mobile crisis response required by Oregon statute. MCS will begin a pilot program during the next fiscal year. MCS and CAHOOTS programs complement each other; the availability of MCS teams will not replace the need for CAHOOTS services.

The attached contract has a not to exceed amount of \$543,000 for contracted services and fuel cost reimbursement. The contracted costs were included in the Springfield Police Department's fiscal year 2024-25 proposed budget and is supported by the City's general fund.

Staff requests that Council grant the City Manager the approval to sign the new White Bird Clinic contract for continued CAHOOTS services.

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**CITY OF SPRINGFIELD  
CONTRACT FOR SERVICES  
Contract #3648**

Dated: July 1, 2024

Parties: City of Springfield "CITY"  
A Municipal Corporation of the State of Oregon  
225 5<sup>th</sup> Street  
Springfield, OR 97477

and

White Bird Clinic "Contractor"

**Additional Contractor Information:**

a) Type of Entity:  Sole Proprietorship  Partnership  
 Limited Liability Comp  Corporation  
 Domestic Non-Profit

b) Address: 341 E 12<sup>th</sup> Ave, Eugene OR 97401

c) Telephone:

d) Fax No:

e) If Applicable, Listed among the Parties Excluded from Federal Procurement or Non-Procurement Programs found at: <https://www.sam.gov/portal/public/SAM/>:  Yes  No

**City Account Number(s) To Be Charged (Include Percentages):**

Account Number	Percentage
<b>100-06100-1166-642001 (fuel)</b>	<b>100%</b>
<b>100-06100-1166-650153 (services)</b>	<b>100%</b>

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions, in addition to the terms and conditions in any attached addenda:

- 1. Services to be Delivered.** Contractor shall perform the Services and deliver to the City the Deliverables specified in Attachment 1. The Statement of Work (Attachment 1) includes the delivery schedule for the Deliverables and Services. Contractor will perform the Services in accordance with the terms and conditions of this Contract.
- 2. Payment by City.** The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$543,000 annually (\$529,000 for services and \$14,000 for fuel), as described in Attachment 2. City will not pay Contractor any amount in excess

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of the not-to-exceed compensation of this Contract, and will not pay for Services performed before the Effective Date or after the expiration or termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Services subject to the amendment. City will pay Contractor for only for completed Deliverables and Services performed according to the schedule and rates in Attachments 1 and 2.

- 3. Expenses.** City will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Contract.
- 4. Vehicles and Equipment.** City agrees to lease to Contractor up to two (2) modified passenger vans at a rate of \$1 per year, per van, for Contractor's use during the duration of this contract. Vehicles and equipment will be provided in good working order, and Contractor agrees to return the van and any other equipment the City agrees to provide Contractor for program use, in good working order and general condition at the completion of the contract. City will provide necessary fuel, maintenance and repairs of equipment, except Contractor bears any costs of any equipment repair necessary due to deliberate, repetitive or grossly negligent acts by Contractor's employees. Damage to vehicles by a collision will be processed by Contractor via insurance and will not be covered by City unless agreed to in writing City will provide ongoing maintenance for the equipment according to the standard maintenance schedule. Contractor must maintain the van so that it is free of all hazards to inebriated occupants. All vehicle backing requires the use of a spotter to avoid vehicle damage.
- 5. Invoice.** City will pay Contractor's invoices on Net 30 day terms upon City acceptance of Services performed and Goods delivered as stated in section 7. Contractor must send invoices to: Accounts Payable - City of Springfield, 225 5<sup>th</sup> Street, Springfield, OR 97477 or email to [ap@springfield-or.gov](mailto:ap@springfield-or.gov). The invoice must reference this contract #3648 and approval code #362.
- 6. Overdue Charges.** Contractor may assess overdue account charges to City on unpaid invoices only as stated in this section. Overdue account charges must be the same as the usual overdue account charges to the general clientele of the vendor. Overdue claims are only those claims that have not been paid within 45 days of: the date of the City's receipt of the invoice, the date of the initial billing statement if there is no invoice, or the date the claim is made certain by agreement of the parties or by operation of law. However, no overdue account charges will accrue on any purchases made by City during time of civil emergency or in the event of a natural disaster which prevents the timely payment of accounts. In such instances accounts shall be paid in as timely a manner as possible. The date of the check or automatic funds transfer in payment of the claims will be used to determine if the claim has been paid in a timely manner. It is a rebuttable presumption that the check was correctly dated.
- 7. Rejection of Deliverables.** If City determines that a Deliverable does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, City will notify Contractor in writing of City's rejection of the Deliverable(s), and describe in reasonable detail in such notice the City's basis for rejection of the Deliverable(s). Within 21 days of receiving notice of non-acceptance, the Contractor must modify or improve the Deliverables at Contractor's sole expense so that the Deliverable(s) meets the acceptance criteria in all material respects, notify the City in writing that it has completed such modifications or improvements, and re-tender the Deliverables to City. Within 21 days of Contractor's re-tender of the Deliverable(s), City will review the modified or improved Deliverable(s). Failure of the Deliverables to meet the acceptance criteria in all material respects after the second submission will constitute a default by Contractor. In the event of such default, Agency may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Contract.

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**8. Contractor's Representations.** Contractor represents that:

- 8.1.** Contractor has the authority to enter into and perform according to this Contract, and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable according to its terms;
- 8.2.** Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and skillful manner according to standards applicable to Contractor's industry, trade, or profession; and
- 8.3.** Contractor is, and must be at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services.

**9. Sourcing.** This contract includes health care professional services exempt from competitive procurement under SMC 2.708(3)(e), and to the extent any services in this contract are not exempt personal services, this contract is being awarded as a sole source procurement. (See Sole Source Justification S3648).

**10. First Point of Contact.**

White Bird Clinic – Jeremy Gates, Executive Director, [jgates@whitebirdclinic.org](mailto:jgates@whitebirdclinic.org),  
PH: 541.342.8255 x139  
City- Lieutenant Justin Myers, [jmyers@springfield-or.gov](mailto:jmyers@springfield-or.gov), PH: 541.726.3691

**11. Indemnification and Hold Harmless.**

- 11.1.** Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents and employees from and against all claims, actions, liabilities, loss, and costs including attorney's fees and costs of defense, arising in whole or in part from the acts or omissions of Contractor, and Contractor's subcontractors, officers, agents, and employees, in performance of this contract.
- 11.2.** In the event any such action or claim is brought against City, upon tender by City, Contractor will defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.
- 11.3.** Notwithstanding subsections 11.1 and 11.2, neither Contractor nor any attorney engaged by Contractor will defend any claim in the name of the City, nor purport to act as legal representative of the City, without the prior written consent of the City Attorney's Office. CITY may, at any time and at its election, assume its own defense and settlement of any claims. City reserves all rights to pursue any claims it may have against Contractor if the City elects to assume its own defense.
- 11.4.** This Section 11 does not include indemnification by Contractor for losses, claims, or actions resulting from the sole negligence of City or its officers, agents, and employees, whether within the scope of the Contract or otherwise.

**12. Insurance.**

- 12.1. Required Coverages.** Contractor must obtain at Contractor's expense, and require its first tier contractors and subcontractors, if any, to obtain the insurance specified in this exhibit prior to performing under this Contract, and must maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor must obtain and require its first-tier contractors and subcontractors, if any, to obtain the following insurance from insurance companies or entities acceptable to City and authorized to transact the business of insurance and issue coverage in Oregon. Contractor acknowledges that

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insurance specified in this section does not limit indemnification responsibilities specified in section 12 Indemnification.

**12.1.1. General Insurance.** Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to City. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit may not be less than \$3,000,000.

**12.1.2. Automobile Liability Insurance.** Automobile liability insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if Contractor provides evidence that the policy includes a business use endorsement.

**12.1.3. Automobile Physical damage.** Automobile physical damage insurance covering the leased van and equipment referenced in Section 4, in an amount not less than the actual cash value of the Contractor's owned and leased vehicle(s), as approved by the City. .

**12.1.4. Professional Liability.** Contractor shall maintain a professional liability insurance policy reflecting limits of not less than \$2,000,000 for claims for professional acts, errors or omissions arising from the Work. The policy may be written on a "claims made" form. Contractor shall maintain the professional liability insurance coverage for at least one year after the completion of the work. The policy shall contain an endorsement entitling the City not less than 60 days prior written notice of cancellation of such policy

**12.1.5. Workers' Compensation.** Contractor must provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption must be provided to the City.

**12.2. Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**12.3. Additional Insured.** All insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Contract must include an additional insured endorsement specifying the City and its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**12.4. Waiver of Subrogation.** Contractor waives, and must require its first tier contractors and subcontractors waive, rights of subrogation which Contractor, Contractor's first tier contractors and subcontractors, if any, or any insurer of Contractor may acquire against the City by virtue of the payment of any loss. Contractor must obtain, and require its first tier contractors and subcontractors to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**12.5. Tail Coverage.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor must maintain, and

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require its first tier contractors and subcontractors, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and City's acceptance of all Goods and Services provided under this Contract, or, (ii) City or Contractor termination of this Contract, or, (iii) the expiration of all warranty periods provided under this Contract.

**12.6. Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

**12.7. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within two days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to City Finance Department at purchasing@springfield-or.gov. Regardless of what circumstances cause Contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. \_\_\_\_\_ **(Contractor initials)**

**12.8. Equipment and Material.** Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

**13. Independent Contractor Status, Tax duties and Liabilities.**

**13.1.** Contractor will perform all Services as an independent contractor. Although City may (a) determine and modify the delivery schedule for Goods to be delivered and Services to be performed and (b) evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. Contractor is not an "officer", "employee", or "agent" of City as those terms are used in ORS 30.265.

**13.2.** Contractor shall be responsible for all federal, state, and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY will not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

**14. Legal Representation.** This Agreement was prepared by the City. Contractor has had the opportunity to have this Agreement reviewed by its own legal counsel prior to its execution.

**15. Venue and Choice of Law.** Venue for litigation concerning this Agreement rests exclusively with the court of the State of Oregon for Lane County. Any dispute arising under this Agreement will be governed by the law of the State of Oregon.

**16. Force Majeure.** If Contractor is delayed by reason of weather, fire, riot, strikes, acts of God or other circumstances beyond Contractor's reasonable control, CITY may terminate this Agreement in writing to Contractor after determining such delay or default will unreasonably prevent successful performance of the Contract. If City elects not to terminate the Contract, Contractor will be entitled to additional time to complete the Contract equal to that lost by an or all of the above causes.



**17. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**18. Access to Records.** All books, documents, papers and records created, used or adapted by Contractor in the course of performing the Services and otherwise during this Agreement belong to the Contractor. City and its duly authorized representatives shall have access to books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts as necessary under this Agreement; provided that, notwithstanding the foregoing, the City will not have access to any protected health information of Contractor's patients or otherwise in the Contractor's possession or control. All such information will be deemed Confidential Information as if it was marked confidential, unless otherwise agreed by Contractor

**19. Confidentiality.** During the course of performance hereunder, each party or its agent, employees, or contractors, may receive confidential information of the other. Each party agrees to use its commercially reasonable efforts to maintain the confidentiality of the other party's Confidential information, and will not reveal such Confidential Information to any third party, except as required by law. Access to the Confidential Information will be limited to agents and employees with a need to know the information for the purposes of this Agreement and who are under an obligation to maintain the confidentiality of such Confidential Information. To be considered "Confidential Information" under the Contract, except as otherwise provided herein, information must be clearly marked as "confidential information," in a manner that will be obvious immediately upon access, except for protected health information of any individual served by Contractor, which will at all times be considered Confidential Information. Each party will limit its use of Confidential Information to the purpose for which it was disclosed by the other party and will use a reasonable level of care to prevent the intentional or inadvertent misuse, theft or inappropriate disclosure of such information. Contractor understands that all records held by the City are public records and subject to public disclosure under public records law, and Contractor agrees that City shall have no liability for the disclosure of any Confidential Information properly disclosed under the law or under a court order in response to a public records request. Contractor also understands and agrees that the Contract documents and all records of Contractor's fees and charges may not be considered Confidential Information, and are public records for which no exemption to public disclosure applies. This provisions of this section with survive the termination or expiration of this Agreement.

**20. Waiver.** Failure of City to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by City of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

**21. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of City. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

**22. Termination.** The performance of work under this Agreement may be terminated by City, in whole or in part, whenever for any reason City shall determine that such termination is in the best interest of City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Contractor of a Notice of Termination under this paragraph, the Contractor and City shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Contractor's work and payment therefore by CITY.

**23. Assignment/Subcontract.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of City. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

**24. Compliance with All Government Regulations.** Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor. This section includes, but is not limited to, **compliance** with all applicable requirements of Federal and State civil rights statutes, rules, and regulations, and all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

**25. Attorney Fees.** Except for defense costs and expenses pursuant to section 12, neither City nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

**26. Construction of Agreement.** This Contract shall not be construed more favorably to City due to the preparation of this Contract by City. The headings and subheadings in this Contract are for convenience, do not form a part of this Contract, and shall not be used in construing this Contract.

**27. Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

CITY OF SPRINGFIELD:

CONTRACTOR:

By: \_\_\_\_\_  
Name: Nancy Newton  
Title: City Manager  
Date: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Jeremy Gates  
Title: Executive Director  
Date: \_\_\_\_\_  
\_\_\_\_\_

REVIEWED & APPROVED  
AS TO FORM  
Kristina Kraaz  
DATE: 6/23/2024  
SPRINGFIELD CITY ATTORNEY'S OFFICE

**City of Springfield Public Contract Addendum  
Required Contract Terms Under ORS 279B – Goods, Services, and Personal Services**

**Pursuant to Oregon law, this public contract includes the following terms and conditions, when applicable:**

1. The contractor must make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1).
2. The contractor must pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
3. That contractor must not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
4. The contractor must pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
5. If the agreement is for lawn and landscape maintenance, Contractor must salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
6. The contractor must promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
7. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
8. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).
9. If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
10. If the contract is for services, persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Contractor shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

**Attachment 1**  
**C3648- Statement of Work**

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**Purpose of Project:**

The City of Springfield (City) and White Bird Clinic (Contractor) partner to provide mobile crisis services within the City of Springfield through White Bird Clinic's CAHOOTS program.

**Desired Outcomes/Project Objectives**

- Provide services within the City of Springfield under the direction of the Springfield Police Department (SPD).
- Counsel or transport intoxicated persons to local open treatment facilities.
- Counsel or transport persons with a non-urgent or non-emergent mental health crisis to local treatment facilities or to other open local social services agencies.
- Support transfer of service for persons experiencing urgent or emergent mental health crisis in accordance with processes or requirements from Lane County Behavioral Health (LCBH) to align with Oregon Health Authority mobile crisis response requirements.
- Provide community supporting care authorized by the Springfield Police Department.
- Establish process to lease van(s) for CAHOOTS use in providing crisis response services to the City.
- Establish process to support portable emergency radio equipment for CAHOOTS use in providing services to City.

**City of Springfield Responsibilities**

1. Coordinate dispatching services within the City of Springfield, with oversight by the on-duty SPD Watch Commander supervisor. City will work with Contractor to incorporate recommendations within dispatch processes.
  - a. CAHOOTS may respond to calls for service with or without additional law enforcement or emergency medical assistance. Law enforcement or emergency medical support will be utilized for calls for service involving safety or hazardous conditions, crime, the need for forced entry, or medical support beyond basic first aid.
  - b. Calls for service for individuals requesting CAHOOTS services should include, at minimum:
    - i. Caller's first name (last name not required),
    - ii. How to identify the client, in the event additional clarification is needed,
    - iii. Location of response,
    - iv. What services are being requested.In the event of extenuating circumstances, dispatch personnel may deviate from the listed process.
  - c. City acknowledges the primary goal for dispatching CAHOOTS services is to provide community-based support and service. Proactive location of possible active warrants for individuals requesting and receiving CAHOOTS only responses is not intended.
2. Provide Contractor compensation in accordance with Attachment 2.
3. Provide and maintain van(s) used by CAHOOTS for Springfield services.
4. Provide radio system access and program radio equipment used by CAHOOTS for Springfield services.
5. Support Contractor onboarding and offboarding processes for staff servicing Springfield in accordance with City requirements.
6. Communicate with White Bird project manager or designee regarding service or staffing issues.



**Attachment 1**  
**C3648- Statement of Work**

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**White Bird (Contractor) Responsibilities**

1. Hours of service. Contractor to provide 12 hours of service per day, 365 days a year.
  - a. Hours of service is scheduled for 11:00am to 11:00pm daily, unless previously approved in writing by an authorized SPD representative.
  - b. Contractor shall notify SPD dispatch of their service type and location at the beginning shift, to and from calls, to and from maintenance, and at the end of their shift.
2. Service boundary. Contractor shall provide response, assistance, and transportation services within the geographic boundaries of the City of Springfield. Response or transport outside the City of Springfield must be authorized by the on-duty SPD Watch Commander.
3. Contractor rules of conduct. While providing services in accordance with this contract, Contractor shall observe the following rules:
  - a. Contractor shall not use force while observing, contacting, detaining, or transporting persons unless such force is necessary for the protection of a person from bodily harm, and a police officer cannot be summoned or cannot respond quickly enough to provide protection.
  - b. Contractor shall summon a police officer when a dangerous situation appears to exist. The contractor shall request the SPD dispatcher to have an ambulance respond whenever it appears the person(s) contacted need emergency medical treatment.
  - c. Contractor shall not provide emergency medical transportation to injured or ill persons except at the express direction of Eugene Springfield Fire medical personnel. However, Contractor may provide first aid and/or basic life support to person(s) in need before the arrival of the Eugene Springfield Fire Department emergency medical personnel.
  - d. For the purpose of this contract the term “transport” means to provide a courtesy ride to a willing, self-ambulatory person who requires no medical attention or treatment during transport.
  - e. Use of drugs and/or alcohol by Contractor's employees, observer trainees, officers or agents while on duty to provide the services under this contract, and/or reporting to duty with a noticeable presence or effects of alcohol or drugs is prohibited.
4. Contractor staffing.
  - a. Contractor represents that it has employees who have experience and training to provide the services described in a reasonable and responsible manner. City relies upon this representation in entering into this contract. Contractor agrees to provide the employees training necessary to provide the services under this contract and to ensure such employees obtain any training provided by the City. Prior to any employee of Contractor providing the services, Contractor shall ensure the employee has the qualifications and experience to perform these services. All such employees of Contractor shall be subject to the provision of service protocols and the rules of conduct specified in the agreement.
  - b. Contractor shall facilitate a background check, individual fingerprinting, and issuance of Criminal Justice Information System (CJIS) training for prospective Contractor employees. Contractor shall also inform prospective employees that their full name, date of birth, driver’s license number, and other information needed in the security form, will be submitted to SPD for a clearance check prior to employment. Contractor employees will require a Criminal Justice Information System (CJIS) clearance. Prospective employees shall sign a waiver allowing the

**Attachment 1**  
**C3648- Statement of Work**

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background check to be performed by SPD. Contractor may first make a copy for their records and then send the original form to the SPD Contract Manager (or designee). A background check and CJIS clearance is required prior to using the police radio, operating a City vehicle, or unescorted access within CJIS secure areas of the Springfield Justice Center. All Contractor personnel will be trained to operate the police radio.

- c. During the provision of patrol, crisis assistance and transportation services under this contract, the City provided vans shall be staffed by at least two persons per van. At least one person shall be able to perform functions under ORS 430.399 and shall make the final decision regarding transportation of any person to a non-emergency medical care provider or to an alcohol, drug or mental health treatment facility. At least one person shall be a Qualified Mental Health Professional (QMHP) (as defined in OAR 309-019-0125(9)) or Qualified Mental Health Associate (QMHA) (as defined in OAR 309-019-0125(8)) under the supervision of a QMHP.
  - d. Except for a trainee observer actively involved in a program leading to employment by Contractor, no person shall ride in the van except for employees of the Contractor or City, who are in the course of providing services under this contract and persons being transported to a treatment facility. At no time shall more than three persons employed by, or under training with Contractor, ride in the van.
  - e. City reserves the right to reject any employee of Contractor and/or its trainee observer from riding in the van or participating in Contractor's provision of services under this contract, on the basis of the individual's driving record or criminal history record.
  - f. At the written request of the Springfield City Manager or Chief of Police, Contractor must replace an employee providing services to the City. Such requests will be made for cause.
  - g. Within three (3) business days of separation or change in assignment, Contractor will notify City of Contractor staff no longer providing CAHOOTS services to Springfield. In the event of a disgruntled staff separation, Contractor will notify Springfield as quickly as reasonably possible.
  - h. On a quarterly basis, provide City a list of Contractor staff actively providing Springfield services.
5. Contractor services to be provided:
- a. Persons needing non-medical care or treatment for mental illness:
    - i. If a person appears to be in need of care or treatment for mental illness, but not dangerous to themselves or others, Contractor may counsel the person on treatment options and, if the person is willing, and at the Contractors discretion, transport them to PeaceHealth Riverbend, White Bird Clinic, or other appropriate open facility for further assistance.
    - ii. If the person's primary issue is a mental health crisis and perceived by the individual as an emergent or urgent situation, Contractor shall request an SPD dispatcher make notifications to request response by an OHA certified Mobile Response and Stabilization Services team (i.e. LCBH Mobile Crisis Service). CAHOOTS may stand by to assist with the transition of services as necessary and call load permits.
    - iii. If Contractor has probable cause to believe that the person is dangerous to themselves or others, Contractor shall immediately notify a SPD dispatcher to have police officers respond and stand by to assist.
  - b. Persons that are intoxicated or under the influence of controlled substances:

**Attachment 1**  
**C3648- Statement of Work**

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- i. If the person requires medical care beyond the scope of contractor services, Contractor shall request an ambulance from an SPD dispatcher, and stand by to assist the responding emergency medical personnel as necessary.
  - ii. If the person's primary issue is a mental health crisis and perceived by the individual as an emergent or urgent situation, Contractor shall request an SPD dispatcher make notifications to request response by an OHA certified Mobile Response and Stabilization Services team (i.e. LCBH Mobile Crisis Service). CAHOOTS may stand by to assist with the transition of services as necessary and call load permits.
  - iii. Under the following conditions if the person is willing, Contractor shall transport them to the appropriate licensed or certified open treatment facility within the City; 1) The person is conscious but appears mentally ill or intoxicated; 2) Contractor has reasonable cause to believe that the person is dangerous to themselves.
  - iv. If the person is unwilling to be transported to a treatment center but appears to be mentally ill or intoxicated, or Contractor has reasonable cause to believe the person is dangerous to others, Contractor shall immediately notify a SPD dispatcher to have Police Officers respond and stand by to assist the officers as necessary.
  - v. Contractor has reasonable cause to believe the person is intoxicated or under the influence of a controlled substance while in a public place, Contractor may counsel the person on treatment and detoxification options, and if the person is willing, may transport them to White Bird Clinic, PeaceHealth – Riverbend, or other appropriate open facility for further assistance.
  - vi. Under no circumstances shall the vehicles be used by Contractor for personal use or for the transportation of intoxicated person to their place of residence.
- c. Services at the direction of the City:
- i. All Contractor provided patrol, crisis assistance and transportation services shall be subject to the direction and control of the City. Contractor shall respond to all SPD radio dispatches and contacts from SPD personnel requesting Contractor's assistance.
  - ii. Contractor shall immediately suspend the provision of services under this contract when notified to do so by the SPD Watch Commander or police officer in charge. While providing services under this contract, Contractor shall obey all lawful commands and directions received from Police or Fire personnel.
- d. Additional community support services may be provided with SPD supervisor approval or as a secondary service in conjunction with another service response are listed below. The listed services are typically considered a lower priority for Contractor services.
- i. Transportation to an appropriate open shelter or treatment center or provide transportation to other open social service agencies or publicly organized and sponsored shelters.
  - ii. Connect individuals with ongoing social services or support.
  - iii. Basic first aid services to person(s) in need. City is not contracting for medical services and Contractor staff will not provide diagnostic care.
  - iv. Provide non-emergent medical transport for medically stable clients.
- e. Contractor typically provides face-to-face services in a public setting at locations in the community where the crisis arises.

**Attachment 1**  
**C3648- Statement of Work**

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6. Contractor handling of contraband:
  - a. All drugs, drug paraphernalia and alcohol discovered during the course of Contractor's duties will be removed from patients by Contractor prior to transport.
  - b. Contractor will make reasonable efforts to discover and remove weapons or other objects capable of being used to inflict injury prior to transportation. Contractor shall secure these materials in the van and shall inventory each item as it is secured. Contractor must deposit any contraband collected with SPD and reconcile items against the inventory list maintained.
7. Use of vehicles.
  - a. City owned vehicles leased by Contractor will be used when providing CAHOOTS services to Springfield. Contractor will stage vehicle and staff in the City of Springfield when not dispatched to a request for service. Contractor staff may use up to 45 minutes to respond to City of Eugene during shift change for briefings and/or restocking supplies.
  - b. Contractor will coordinate and transport leased vehicle to City Shops for routine maintenance and vehicle repair.
    - i. Repair services do not include those caused by collision and/or covered by Contractor or a third party's comprehensive or collision insurance.
  - c. Leased vehicles will be documented in writing to include Year, Make, Model, VIN, and date the vehicle entered the lease status.
  - d. In the event a Contractor employee is involved in a vehicle collision while providing services under this Agreement:
    - i. If a collision involves injury, contact 9-1-1 as quickly as possible.
    - ii. If a collision involves a traffic violation, blocked traffic, another vehicle or damage to private property, contact SPD Dispatch at earliest opportunity.
    - iii. Report all vehicle collisions and damage to the City project manager or designee.
    - iv. If applicable, complete a standard Department of Motor Vehicles (DMV) Traffic Accident and Insurance Report form and send a copy to City's program manager.
8. Use of radio equipment. Contractor will be issued at least two and up to three radios with access to an approved SPD radio channel on the regional radio system. City will coordinate programming of radios and access to approved channels on the radio system. Contractor will maintain radios in a secure location. In the event radios are missing, Contractor will notify City as soon as possible. In the event radios require offsite maintenance, Contractor will notify City prior to radios leaving secure location.
9. Invoice City in accordance with Attachment 2.
10. Communicate with City project manager or designee regarding service or staffing issues.
  - a. Quarterly meetings are recommended, at minimum, to discuss services, processes and staffing.
11. Provide City with quarterly reports of summary information and/or statistics. At no time will any reports include HIPAA, PII or other protected information.



**Attachment 1**  
**C3648- Statement of Work**

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**Springfield Police Department Contacts**

Justin Myers, Operations Lieutenant, 541-726-3691, [jmyers@springfield-or.gov](mailto:jmyers@springfield-or.gov) (project manager)

Jessica Crawford, Business Services Manager, 541-744-4176, [jcrawford@springfield-or.gov](mailto:jcrawford@springfield-or.gov)

**White Bird Clinic Contacts**

Michael Yoshioka, Director of Programs, 541-345-6457, [myoshioka@whitebirdclinic.org](mailto:myoshioka@whitebirdclinic.org)

**ATTACHMENT 2  
CITY OF SPRINGFIELD/WHITE BIRD CLINIC  
COMPENSATION SCHEDULE**

**Compensation.**

City will compensate Contractor up to \$529,000 for services provided and fuel reimbursement costs up to \$14,000, incurred July 1, 2024 through June 30, 2025.

<b>Cost Category</b>	<b>Monthly Not to Exceed Amount, 7/1/24-6/30/25</b>	<b>Annual Not to Exceed Amount, 7/1/24-6/30/25</b>
Fuel Reimbursement	As incurred	\$14,000
CAHOOTS Services	\$44,083.33	\$529,000

In the event contracted service hours of twelve (12) hours per day are not provided due White Bird Clinic staffing, the monthly invoice will be adjusted and reduced by \$120.77 per hour not fulfilled under the contract.

**Invoices**

Contractor will submit invoices monthly by the 10th of each month following the services provided.

Contractor to send invoices by mail or email (preferred) to the following:

City of Springfield  
Accounts Payable  
225 5<sup>th</sup> Street  
Springfield, OR 97477  
[AP@springfield-or.gov](mailto:AP@springfield-or.gov)

Contractor must include the Contract #3648, approval code 362 on invoices.

**Payments.**

City will make payments within thirty (30) days of receipt of a properly submitted invoice. Notwithstanding the foregoing, City will have the right to withhold payment for any item which City disputes in good faith, provided that City pays for all non-disputed items and takes commercially reasonable action to resolve the dispute.

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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Jamie Iboa/HR  
**Staff Phone No:** 541-726-3724  
**Estimated Time:** Consent Calendar  
**Council Goals:** Provide Financially Responsible and Innovative Government Services

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**ITEM TITLE:**

CASCADE HEALTH CONTRACT RENEWAL

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**ACTION****REQUESTED:** Authorize the City Manager to extend the City's contract with Cascade Health for the Wellness Center, Occupational Health Services, Behavioral Health Services, First Aid/CPR/AED training, and Blood Draw Services.

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**ISSUE****STATEMENT:** Per the City's purchasing guidelines, City Council approval is required for contracts in excess of \$100,000.

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**ATTACHMENTS:** [1: Cascade Health Contract #3397](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:**

The City of Springfield has contracted with Cascade Health for many years to provide services multiple services, including the administration of the onsite Wellness Center, Occupational medicine services, the Employee Assistance Program (EAP), and First aid/CPR/AED training.

Contract #3397 expires on June 30, 2024, but it allowed for three (3) additional one year terms.

The annual contract cost is increasing from \$471,330 to \$753,250 due to:

1. Up to \$20,000 for Police Department DUI blood draws/urinalysis to be paid by the Police Department. The Police Department previously held their own contract with Cascade but the desire is to consolidate all City services with Cascade.
2. Up to \$227,800 to add physical therapy to the City's onsite Wellness Clinic in partnership with the Springfield School District, which entails: \$124,800 for hiring a physical therapist, \$29,120 (\$35.00 per hour) for a front office assistant, and a one-time fee of \$5,000 for equipping the clinic.

Additional cost increases include a 5% increase in contract fees for FY25 and an Employee Assistance program (EAP) increase of \$1.00 per employee which was previously approved by the City Council when the contract was approved for FY24.

Funding for the blood draws/urinalysis fees is coming from the Police Department and dollars associated with the physical therapy services will be funded through the City's Medical Reserve Fund

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**FIRST AMENDMENT TO CITY OF SPRINGFIELD  
CONTRACT FOR SERVICES BETWEEN  
THE CITY OF SPRINGFIELD  
AND  
WILLAMETTE COMMUNITY HEALTH dba CASCADE HEALTH  
Contract #3397**

**July 1, 2024**

**Parties:**

**The City of Springfield  
225 Fifth Street  
Springfield, OR 97477**

**"City"**

And

**Willamette Community Health  
dba Cascade Hea**

**"Contractor"**

The Parties hereby agree that the Contract for Services effective July 1, 2023, between the City of Springfield (City) and Willamette Community Health dba Cascade Health (Independent Contractor) is hereby amended for the first time as follows:

A. The term as provided in section 4.1 is renewed for one year, through June 30, 2025.

B. Section 1, Services to be Delivered, is amended to provide:

**1. Services to be Delivered.** Contractor shall perform the Services and deliver to the City the Deliverables specified in Attachments 1-5. The Statements of Work (Attachments 1-4) includes the delivery schedule for the Deliverables and Services. Contractor will perform the Services in accordance with the terms and conditions of this Contract.

**1.1.** SOW1 – Wellness Center

**1.2.** SOW2 – Occupational Medicine

**1.3.** SOW3 – Employee Assistance Program (EAP)

**1.4.** SOW4 – First Aid Training

**1.5.** SOW 5 – Blood Draws

C. Section 2, Payment by the City, is amended to provide:

**2. Payment by City.** The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$471,330 for the initial term, and \$753,250 for the first renewal term from July 1, 2024 through June 30, 2025. City will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract and will not pay for Services performed before the Effective Date or after the expiration or termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Services subject to the amendment. City will pay Contractor for only for completed Deliverables and Services performed according to the schedule and rates in Attachments 1-5.



- D. Attachment 1 – Wellness Center Statement of Work, is amended and restated as attached hereto.
- E. Attachment 5 – Blood Draws Statement of Work, is added to the Contract for Services as attached hereto.

Except as amended herein, all other terms and conditions of the Contract for Services between Parties dated July 1, 2023, will remain in full force and effect.

CITY OF SPRINGFIELD

CONTRACTOR

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

REVIEWED & APPROVED  
AS TO FORM

Kristina Kraaz  
DATE: 6/25/2024  
SPRINGFIELD CITY ATTORNEY'S OFFICE

**ATTACHMENT 1  
WELLNESS CENTER  
STATEMENT OF WORK**

**1. DESIRED OUTCOMES OR PURPOSE**

- a. City wishes to furnish to its employees certain preventative, disease management, health consultation, physical therapy, and/or primary care services.
- b. The City desires to retain Cascade Health to furnish such preventative, wellness disease management, health consultation, physical therapy, and/or primary care services;

**2. POINT OF CONTACT**

- a. **Independent Contractor:** Travis Brooke; 541-228-3145; [tbrooke@cascadehealth.org](mailto:tbrooke@cascadehealth.org)
- b. **City:** Jamie Iboa; 541-726-3724; [jiboas@springfield-or.gov](mailto:jiboas@springfield-or.gov)

**3. DEFINITIONS**

- a. **"Care Provider"** means a staff member or independent contractor of Cascade Health who provides care or consultation services directly to patients.
- b. **"Collaborating Physician"** means an appropriately licensed physician who has a collaborative relationship with a nurse practitioner or physician's assistant as required under the laws of the state in which such nurse practitioner or physician's assistant is providing services.
- c. **"Covered Services"** means the services agreed upon between the City and Cascade Health that are provided through the City Wellness Center.
- d. **"Wellness Center"** means the City medical facility located at 225 5th Street, Suite 518, Springfield, Oregon 97477.
- e. **"Participant"** means an individual eligible to participate in the covered services as determined by the eligibility criteria of the City of Springfield's health plan or as otherwise determined by the City.

**4. FEE SCHEDULE**

**a. Annual Administration Service Fee - Not to exceed \$ \$446,530**

- i. One-twelfth (1/12) of this fee (\$37,210) will be paid at beginning of each month of service. A narrative of this fee will be included in the discrete invoice for this service.
- ii. This fee covers all "Wellness Center Staffing" identified in section 5, all "Covered Services" identified in sections 6 and 7 below, and any office or other equipment required to provide care to patients or maintain patient records.
- iii. The not to exceed total includes the cost for an additional Wellness Center staff member but will not be charged unless it becomes necessary to place an additional staff member at the Wellness Center

**b. Lab and Medical Supplies – Not to exceed \$ \$60,000**

- i. This fee covers all medical, lab and other "claim" costs related to the direct treatment of patients. Inclusive of yet not limited to tongue depressors, swabs, vaccinations, cholesterol tests, rapid strep tests, gauze and other labs and medical supplies necessary to provide patient care.
- ii. Lab and medical supplies will be invoiced monthly at pass through cost with no mark-up. The invoice for lab and medical supplies will include a description of the items, quantity and cost.
- iii. Reimbursable Lab and Medical Supplies will be billed in a discrete monthly invoice.
- iv. The fee also covers the one-time purchase of equipment necessary to set up a physical therapy treatment office.

**c. Optional services – Not to exceed \$20,000**

- i. All optional services must be pre-approved in writing by the City. A written and executed amendment to the contract will be required prior to the services being rendered.
- ii. Optional services will be billed in a discrete invoice the month following as they occur.
- iii. Optional services will be billed at cost with no mark-up with the exception of professional services which will be billed at the rates below.

<b>Professional</b>	<b>7/1/2023 – 6/30/2024</b>	<b>7/1/2024 – 7/1/2025</b>	<b>7/1/2025 – 7/1/2026</b>	<b>7/1/2026 – 7/1/2027</b>
Nurse Practitioner (NP)	\$110.25/hour	\$115.76/hour	\$121.55/hour	\$127.63/hour
Registered Nurse (RN)	\$79.30/hour	\$83.35/hour	\$87.52/hour	\$91.90/hour
Licensed Practical Nurse (LPN)	\$57.33/hour	\$60.20/hour	\$63.21/hour	\$66.37/hour
Medical Office Assistant	\$48.51/hour	\$50.94/hour	\$53.49/hour	\$56.16/hour
Physical Therapist		\$150/hour	\$157.50/hour	\$165.38/hour
Front Office Admin		\$35/hour	\$36.75/hour	\$38.59/hour

**5. WELLNESS CENTER STAFFING AND HOURS OF OPERATION**

**a. Location**

- i. The services provided under this Agreement will be provided at 225 5<sup>th</sup> Street, Suite 518; Springfield, Oregon 97477.

**b. Hours of operation**

- i. Cascade Health will provide regular patient care hours of not less than 32 hours per week at a schedule to be mutually agreed upon between the City and Cascade Health.
- ii. Notwithstanding the hours of operation described above, the wellness center shall be closed during all holidays during which the City of Springfield offices are closed.

**c. Staffing**

- i. Wellness Center Staffing will include at least one (1.0 FTE) mid-level practitioner (nurse practitioner or physician’s assistant) working no less than 32 hours per week on site and at least one (1.4 FTE) medical assistant working no less than 32 hours per week on site. Each mid-level practitioner will have access to a collaborating physician who provides medical supervision, consultation, chart review, and quality assurance activities as needed.
- ii. All work under this contract (SOW) shall be performed in a skillful and competent manner. The City Manager or designee, may require, in writing, that the Independent Contractor remove from the work any employee the City deems incompetent, careless, or otherwise objectionable. The replacement employee must have demonstrated similar qualifications and experience as required to successfully perform such duties.
- iii. All direct patient health care staff must carry requisite Oregon State licensing and be in good standing with Oregon State Board of Nursing.
- iv. Wellness center staff will follow the requirements in Oregon Administrative Rules Nurse Practitioner Scope of Practice for Family Nurse Practitioner (OAR 851-050-0005).
- v. Wellness Center staffing will include at least one licensed physical therapist working 8 – 32 hours per week on site.

**d. Substitute Staffing**

- i. In the event of an unexpected clinician absence, the wellness center shall remain open for services to be continued, to the extent possible, by the other regular wellness center staff member(s). Up to five (5) days of such absences that result in no primary care services being provided shall be allowed per year. Cascade Health will arrange for fill-in staffing for scheduled absences.
- ii. Cascade Health Solutions will provide backup staff to cover absences by the contracted staff and will notify the City at 541-726-3705 whenever back up staff is utilized.
- iii. In the event that the absences exceed five (5) days annually Cascade Health shall credit the current Provider contracted amount per hour in the following month’s invoice.

## **6. COVERED SERVICES**

- a. Cascade Health will provide the City with the section below entitled "Description of Covered Services". Services that do not clearly fall within the description below shall be outside the scope of this Agreement, and City and Cascade Health shall instruct Participants to seek outside assistance for such matters with an alternate healthcare provider. Cascade Health may provide some of the Cascade Health's Services by engaging the services of third-party contractors, particularly for professional medical services.
- b. The programs and services provided under this Agreement are not designed or intended to be provided under any City employee benefit plan or program. Accordingly, neither Cascade Health, nor any of the third-party contractors it may engage, is a fiduciary, trustee, or sponsor with respect to these programs or services. In the event the programs and services become part of a City employee benefit plan or program, Cascade Health, and each of the third-party contractors it may engage, shall be considered to be acting only as a consultant to City with respect to such matters and shall not be considered in a fiduciary, trustee or sponsor relationship in such plan.

## **7. DESCRIPTION OF COVERED SERVICES**

### **a. Primary care**

#### **i. Episodic Care**

1. Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, infections, and first treatment of minor injuries.

#### **ii. Management of Chronic Conditions**

1. Management of chronic conditions as needed. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes.
2. For those individuals with an existing primary care provider and/or specialist with whom they work, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the Cascade Health clinician will work in collaboration with said provider(s).

#### **iii. Management of acute or complicated conditions**

1. For those patients with no designated primary care, or lacking access to established primary care, there may be times that complicated and/or time-sensitive problems arise requiring testing (including tests requiring prior authorization with insurance), and/or referrals to specialists. The clinician will work with the patient to obtain and interpret emergent tests and to authorize and arrange referrals to appropriate specialists and/or to Internal Medicine for ongoing management.

#### **iv. Routine annual exams and screenings**

1. Annual men's health exams – Includes a complete physical exam and age-appropriate routine labs and vaccines.
2. Annual women's health exams - Includes a complete physical exam, age-appropriate routine labs and vaccines, pelvic exam and pap smear, HPV testing, pregnancy tests and testing for STIs when requested or indicated.

#### **v. Travel Medicine**

1. Consultation with clinician to receive guidance on recommended immunizations, medications, and travel precautions and/or medicine.

### **b. Pediatric Care**

- i. Episodic care of minor acute illnesses such as ear infections, upper respiratory infections, rashes, diarrhea, nausea and vomiting.
- ii. Well-child care for children ages four (4) and older to include school physicals, sports physicals, health coaching, chronic condition coaching, and administration of certain immunizations.
- iii. At Cascade Health's discretion, pediatric patients may be required to establish care with a pediatrician before receiving services at the wellness center.

### **c. Supplemental Primary Care Services**

#### **i. Lab draws**

1. Certain Clinical Laboratory Improvement Amendments of 1988 (CLIA)-waived lab tests will be done on site, including Rapid Strep, Urinalysis, pregnancy test, and blood glucose level. Other labs such as wound culture, urine culture, throat culture may be obtained



in-house and sent to the lab for diagnostic and monitoring purposes at the recommendation of the onsite clinician.

2. Other lab tests will be ordered by the onsite clinician but taken and analyzed at and by the lab.

ii. **Immunizations**

1. Immunizations, including Hepatitis A, Hepatitis B, tetanus, flu, and pneumonia will be available at the wellness center by regularly scheduled staff by appointment.
2. Tb tests will be administered and read by clinicians in office.
3. Some travel immunizations will be available by appointment.
4. Flu-shots given outside of regular office hours will be provided through the wellness center in accordance with a schedule and manner agreed upon by the City. Should a flu-shot drive require additional staffing, it will be provided at the contracted rate for such work.

d. **Health Maintenance and Disease Prevention**

i. **Health Risk Assessment** - Administered online or in paper version screens for:

1. General health and well-being.
2. Health history including symptoms, conditions, and family history to the extent allowed by GINA.
3. Tobacco use, alcohol use and mental health.

ii. **Comprehensive Health Review (CHR)** - For high-risk individuals and individuals with chronic disease a CHR utilizing:

1. Online access to complete the Health History and Risk Assessment (HHRA).
2. One on one consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals.

iii. **Lifestyle Risk Reduction** - For high-risk individuals agreeing to follow-up with the Cascade Health Care provider as their personal health coach:

1. Work one on one with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.
2. Individualized change management plans .
3. Proactive support.

iv. **Chronic Condition Coaching**

1. For individuals with chronic diseases. (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)
2. Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.
3. Coaching, symptom monitoring, and disease education.

e. **Physical Therapy Services**

1. For patients who are experiencing pain or other physical limitations, or want to build upon their current physical condition, PT may be the best way to improve their ability to enjoy activities.
2. Some symptoms and conditions that respond well to PT include:
  - a. Back and neck pain
  - b. Sprains and strains
  - c. Sports injuries
  - d. Recovery from fractures
  - e. Surgery preparation and recovery
  - f. Arthritis
  - g. Headaches and migraines
  - h. Carpel tunnel syndrome
  - i. Shoulder, arm, elbow, wrist and hand dysfunction
  - j. Generalized weakness

f. **Health Technology**

- i. Personal Health Record and medical content.

- ii. Online scheduling system and secure messaging.
- iii. Electronic Medical Record. This shall be maintained in Electronic Health Record (EHR) format and compliance with all state and federal regulations. The system used must be certified by the Certification Commission for Health Information Technology (CCHIT). All patients will be registered in the software.

**g. Account Management and Advisory Services**

- i. **One Point of Contact:** An assigned Account Manager provides one point of contact for triaging issues to ensure any issues are identified and addressed quickly.
- ii. **Clinical Coverage Plan:** Cascade Health will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.
- iii. **Bi-Monthly Reviews:** Account Manager will hold monthly meetings with the City to deliver and discuss the reports described below to ensure that the City has data on wellness center activity and progress toward goals.
- iv. **Annual Review:** Account Manager will provide face-to-face annual reviews of the wellness center business, incorporating the City-specific key performance metrics from the previous year, as well as a strategic plan for the next year. This is typically known as a Supplier Business Review Process.
- v. **Ongoing Health Promotions:** Account Manager will work together with the City to manage ongoing communications for the promotion of wellness center services and operations.
- vi. **Strategic Planning:** Account Manager will work to understand and support City's unique business objectives and goals for the wellness center. The Account Manager will work collaboratively with the City's broker/consultant, as well as other health related vendors (EAP, etc.) as needed to ensure that employee health resources are fully leveraged.

**h. Management Reporting and Analysis**

Cascade Health and the City of Springfield will work collaboratively to develop reporting and analysis that illustrate the wellness center's progress toward its strategic goals. Springfield will make every attempt to develop a collaborative relationship between Cascade Health, the City and PacificSource so that reporting goals can be reached.

- i. **Monthly client activity and trends report** including visit volume (visits for acute care, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-10 code, prescriptions written, and overall savings from operations.
- ii. **Annual reports including:**
  - 1. Population stratification report identifying percent of the population screened, size and nature of high-risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
  - 2. Utilization by union group.
  - 3. Review of wellness center operations including wellness center volumes, population penetration rate and patient satisfaction.
  - 4. Cascade Health with work with the City's broker/consultant to report on combined wellness center and Health plan utilization of health services combining both the wellness center and regular health plan statistics. The intent is to show the relationship between and effect of wellness center activities on the cost and utilization of health coverage.
  - 5. Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from wellness center operations and return on investment analysis, and plan for continuous quality improvement.

**i. Participant Communications and Promotions**

- i. **Multimedia communication campaigns,** including site posters, events, digital communication, and mailings to the home, customized with location-specific information.
- ii. **Quarterly communication campaign** with material to promote services. Outreach is customized to the City's needs, based on review of client's population health risk stratification report.
- iii. **New hire orientation presentations,** as needed.
- iv. **Health promotion activities** including educational sessions, group programs, wellness center promotional activities, health fair support, health and fitness challenges, and other programs designed to increase engagement.

**j. Custodial Services**

- i. Cascade Health shall provide all wellness center custodial services to medical industry standards. All cleaning equipment and consumable supplies are the responsibility of Cascade Health. Cascade Health may engage subcontractors to assist Cascade Health in the cleaning of the Center. Cascade Health will replace custodial staff or subcontractors if at the City's sole discretion custodial services be deemed inadequate or substandard. Cascade Health is responsible to ensure that any legal and all state and federal reporting or documentation (including MSDS and OSHA) obligations are performed.
- ii. Cascade Health or third-party contractors may use city garbage dumpsters for normal business waste. However, Cascade Health is responsible for all disposal of hazardous medical waste per state and/or federal regulations and guidelines.

**8. OPTIONAL SERVICES**

**a. Optional medical services**

- i. Mass Biometric Screenings and/or 100% general population screening through wellness center.

**b. Optional communication services**

- i. **Focus groups:** Onsite meetings with employees to understand their thoughts about the wellness center, document perceptions, and utilize feedback in communication planning.
- ii. **Video Production:** Short videos to promote the services, success stories, or address concerns.
- iii. **Customized Promotional Material:** Production of material that requires additional customization.
- iv. **Mailings to homes:** Additional postage cost for mailing of materials to participants' homes, rather than distributing in the workplace.

**c. Custom Reporting**

- i. Additional custom reporting beyond 20 hours per year will be billed as Additional Services at the rate of \$75/hour.

**9. NOT INCLUDED IN THE QUOTED FEES**

- a. Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings.
- b. Travel costs for wellness center staff and health screeners to visit participants at offsite locations. (Locations other than those regularly operated wellness center included at the top of this Scope of services).
- c. Additional Data Services, such as custom interfaces for uploads of prior provider data.

**10. DATA PROVIDED BY THE CITY**

**a. City Participant Eligibility Data**

- i. Cascade Health shall provide onsite health services for employees, spouses, dependents and retirees eligible for city medical benefits.
- ii. City will provide to on a decided-upon frequency, a Participant eligibility file, which is necessary to enable Cascade Health to provide the Services. The Participant eligibility file will contain the entire population of Participants and will adhere to Cascade Health's file specifications. City shall promptly inform Cascade Health of additions or deletions to this list.

**b. Medical Plan Claims Data**

- i. To assist in the identification and treatment of Participants with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, City agrees to make reasonable effort to provide Cascade Health, through its carrier, broker, third party administrator, or third-party vendor for claims data mining, with access to medical claims data for the Participants enrolled in City's health plan(s), minimally at twelve month intervals through the term of the contract. Cascade Health will provide City with the file format defining the specifications for the data.

**11. USE OF THE PREMISES**

**a. Permitted Use**

- i. Cascade Health shall use and occupy the Premises continually during the term of this agreement. The Premises shall be used for the tasks and activities necessary to the operation of the Springfield Wellness Center and for no other purpose without consent of the City.
- b. Repairs and Maintenance**
  - i. City shall be responsible for all repair and maintenance of the roof, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation, interior walls, ceilings, doors, windows, and related hardware, light fixtures, plumbing fixtures, switches, and wiring and plumbing.
- c. City's Interference with Cascade Health**
  - i. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, the City shall not cause unreasonable interference with use of the Premises by Cascade Health. Cascade Health shall have no right to any claim against the City for any inconvenience or disturbance resulting from the City's activities performed in conformance with the requirement of this provision.
- d. Inspection of Premises**
  - i. The City shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of landlord to make repairs shall not mature until a reasonable time after the City has received from Cascade Health written notice of the repairs that are required.
- e. Security of Premises**
  - i. Cascade Health shall maintain control of the physical wellness center space. Cascade Health will limit access of wellness center visitors and patients to the wellness center during hours when City Hall is closed to the public. Cascade Health will report any known breaches of security to the human resources staff during open city hall hours and the police non-emergency line during closed hours as soon as possible. Cascade Health will take reasonable precautions to prevent access of the City Hall Lobby by unauthorized persons.
- f. Surrender at Expiration**
  - i. Condition of Premises - Upon expiration of this agreement or earlier termination on account of default, Cascade Health shall deliver all keys to the City and surrender the Premises in the same condition as received, less ordinary wear and tear. Alterations constructed by Cascade Health with permission from the City shall not be removed or restored to the original condition unless the terms of permission for the alteration so require.
- g. Non- Patient Care Furniture and Office Accessories**
  - i. City will provide furniture and accessories for the waiting room, conference room, break room, office and miscellaneous chairs used in non-patient care.



**ATTACHMENT 5  
BLOOD DRAW SERVICES  
STATEMENT OF WORK**

**1. DESIRED OUTCOMES OR PURPOSE**

Retain Cascade Health Solutions to perform blood draw services to individuals related to performance of police services. Individuals will participate with blood draw services voluntarily, by order of a judge, or due to exigent circumstances determined by sworn law enforcement personnel.

**2. POINT OF CONTACT**

- a. **Independent Contractor:** Gabrielle Haxby; 541-228-3104; [ghaxby@cascadehealth.org](mailto:ghaxby@cascadehealth.org)
- b. **City:** Jessica Crawford; 541-744-4176; [jcrawford@springfield-or.gov](mailto:jcrawford@springfield-or.gov)

**3. DESIRED OUTCOMES/OBJECTIVES**

Blood draw services related to a crime or blood exposure upon request, 24 hours a day, 7 days a week.

**4. CITY OF SPRINGFIELD RESPONSIBILITIES**

- a. Initiate request for blood draw services and provide necessary information (location, case numbers, patient, etc.)
- b. Accompany Cascade Health personnel while performing blood draws.
- c. Take physical custody of blood draw and related paperwork after the blood draw is complete.
- d. Pay invoices within 30 days of receipt.

**5. CONTRACTOR RESPONSIBILITIES**

- a. Respond to blood draw request within 45 minutes of the request for service to the Springfield Justice Center, Springfield, Police Department, or other location within the Eugene-Springfield city limits.
- b. Perform blood draw services in accordance with industry best practices.
- c. Perform urine collection services (in limited situations) in accordance with industry best practices.
- d. Provide current blood kits for blood draw services.
- e. Deliver labeled blood specimens and a Forensic Blood Collection Report to the reporting officer prior to departure.
- f. Ensure personnel possess necessary licensure and training to perform services in accordance with industry best practices.
- g. Adhere to Springfield Police and/or Springfield Municipal Jail personnel directions relating to personal and facility security while within the secure area of the Springfield Justice Center or Springfield Municipal Jail.
- h. Communicate any gaps in 24 hours/day service to City's on-duty Patrol Sergeant acting as Watch Commander. Gaps in service should be communicated by Cascade Health 24 hours in advance or at earliest opportunity.
- i. Appear and attend all investigations and related proceedings where staff testimony or assistance is determined to be required or requested by the City.

**6. FEE SCHEDULE**

Not to exceed \$20,000 annually, as follows:

- a. Forensic blood draws and urine collection - \$200.
- b. If on-scene time is more than one hour (waiting for a warrant, subject cooperation/de-escalation, etc.), an additional \$75 per hour.

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Tom Sievers, DPW  
**Staff Phone No:** 541-726-2333  
**Estimated Time:** Consent Calendar  
**Council Goals:** Maintain and Improve Infrastructure and Facilities

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** ANNEXATION OF TERRITORY TO THE CITY OF SPRINGFIELD AND WILLAMALANE PARK AND RECREATION DISTRICT – ANNEX 0.37 ACRES OF RESIDENTIAL PROPERTY LOCATED AT (MAP 18-02-06-14, TAX LOT 06200); WITHDRAWING THE SAME TERRITORY FROM THE WILLAKENZIE RURAL FIRE PROTECTION DISTRICT.

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**ACTION REQUESTED:** Conduct a second reading and adopt/not adopt the following ordinance:  
AN ORDINANCE ANNEXING CERTAIN TERRITORY (904 FILBERT LANE) TO THE CITY OF SPRINGFIELD AND WILLAMALANE PARK AND RECREATION DISTRICT; WITHDRAWING THE SAME TERRITORY FROM THE WILLAKENZIE RURAL FIRE PROTECTION DISTRICT; ADOPTING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (SECOND READING).

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**ISSUE STATEMENT:** The City Council is requested to consider an ordinance to annex 0.37 acres of property zoned R-1/UF-10 and designated Low Density Residential that is located at 904 Filbert Lane in south central Springfield. The proposed annexation is requested to facilitate connection to city services.

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**ATTACHMENTS:** [1: Ordinance with Exhibits](#)  
[Exhibit A: Site Map & Legal Description](#)  
[Exhibit B: Annexation Application](#)  
[Exhibit C: Staff Report and Recommendations](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:** The City Council is authorized by Oregon Revised Statutes (ORS) Chapter 222 and Springfield Development Code (SDC) 5.7.100 to act on annexation requests. In accordance with SDC 5.7.155 and ORS 222.040, 222.180 and 222.465, if approved the annexation will become effective 30 days following Ordinance adoption and signature by the Mayor, or upon acknowledgement by the State, whichever date is later.

The territory requested for annexation is an improved residential lot at Map 18-02-06-14, TL 06200, and addressed as 904 Filbert Lane. The residential property is designated Low Density Residential and zoned R-1 with an Urbanizable Fringe Overlay (UF-10), and it is located inside the City's Urban Growth Boundary (UGB). The UF-10 overlay will no longer apply upon annexation.

As outlined in the attached staff report (Attachment 2, Exhibit C), the annexation area can be served with the minimum level of key urban facilities and services as required in the *Springfield 2030 Comprehensive Plan – Urbanization Element*. The attached staff report also confirms the request meets the criteria of approval for annexations established in SDC 5.7.140.

Recommendation: The subject property complies with the standards and provisions of the SDC and applicable ORS for annexation; Council is requested to conduct the second reading of the ordinance annexing this property to the City and Willamalane Park & Recreation District and withdrawing from the Willakenzie Rural Fire Protection District.

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**CITY OF SPRINGFIELD, OREGON**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ANNEXING CERTAIN TERRITORY (MAP 18-02-06-14, TL 06200) TO THE CITY OF SPRINGFIELD AND WILLAMALANE PARK & RECREATION DISTRICT; WITHDRAWING THE SAME TERRITORY FROM THE WILLAKENZIE RURAL FIRE PROTECTION DISTRICT; ADOPTING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council is authorized by Springfield Development Code (SDC) Article 5.7.100 and Oregon Revised Statutes (ORS) Chapter 222 to accept, process, and act upon annexations to the City;

**WHEREAS**, a request to annex certain territory was submitted on March 14, 2024, said territory being Assessor's Map Township 18 South, Range 02 West, Section 06, Map 14, Tax Lot 06200, which is residentially developed, and is generally depicted and more particularly described in **Exhibit A** to this Ordinance;

**WHEREAS**, in accordance with SDC 5.7.125(A) and ORS 222.111, the property owner of Tax Lot 06200 initiated the annexation action by submittal of the required application forms and petition for annexation attached hereto as **Exhibit B** to this Ordinance;

**WHEREAS**, this annexation has been initiated in accordance with SDC 5.7.125(A) and ORS 222;

**WHEREAS**, the territory proposed for annexation is within the Springfield Comprehensive Plan Urban Growth Boundary and is contiguous to the city limits. (SDC 5.7.140(A));

**WHEREAS**, the annexation is consistent with the *Springfield 2030 Comprehensive Plan – Urbanization Element* requiring annexation to the City of Springfield as the highest priority for receiving urban services;

**WHEREAS**, the City Council of the City of Springfield has determined that the provision of City services to the subject area is necessary to serve the site for future partition;

**WHEREAS**, in accordance with SDC 5.7.150(A), upon annexation the Urbanizable Fringe Overlay District (UF-10) will cease to apply to the property and the underlying R-1 Residential District zoning will be retained;

**WHEREAS**, a Staff Report (**Exhibit C**) was presented to the City Council with the Director's recommendation to withdraw the subject territory from the Willakenzie-Springfield Rural Fire Protection District as the Cities of Eugene and Springfield will provide emergency response services directly to the area after it is annexed to the City;

**WHEREAS**, this action is consistent with the intergovernmental agreement between Lane County and Springfield regarding boundary changes dated May 21, 2008; and

**WHEREAS**, on June 17, 2024, 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 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 COMMON COUNCIL OF THE CITY OF SPRINGFIELD ORDAINS AS**

FOLLOWS:

**Section 1.** The Common Council of the City of Springfield does hereby approve annexation of the following described territory to the City of Springfield and Willamalane Park and Recreation District, said territory being generally depicted and more particularly described in **Exhibit A** to this Ordinance.

**Section 2.** The Common Council of the City of Springfield does hereby approve withdrawal of the following described territory from the Willakenzie Rural Fire Protection District, said territory being generally depicted and more particularly described in **Exhibit A** to this Ordinance.

**Section 3.** The City Manager or the Development & Public Works Director or their designee shall send copies of this Ordinance to affected State and local agencies as required by SDC 5.7.155.

**Section 4.** Severability Clause. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

**Section 5.** Effective Date of Ordinance. The applicant initiated the annexation request by submittal of a complete application on March 14, 2024. In accordance with SDC 5.7.155 and ORS 222.040, 222.180 and 222.465, if approved the annexation will become effective 30 days following Ordinance adoption and signature by the Mayor, or upon acknowledgement by the State, whichever date is later.

**ADOPTED** by the Common Council of the City of Springfield, this \_\_\_\_ day of \_\_\_\_\_, 2024, by a vote of \_\_\_\_ for and \_\_\_\_ against.

**APPROVED** by the Mayor of the City of Springfield this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder







Western Title & Escrow Company  
Public Record Report for New Subdivision or Land Partition  
Order No. WT0258846

**EXHIBIT "A"**  
**(Land Description)**

Lot 1, Block 2, H.F. FRANKLIN ADDITION, as platted and recorded in Book 14, Page 31, Lane County Oregon Plat Records, In Lane County, Oregon.

# **AGENDA**

# **DEVELOPMENT REVIEW**

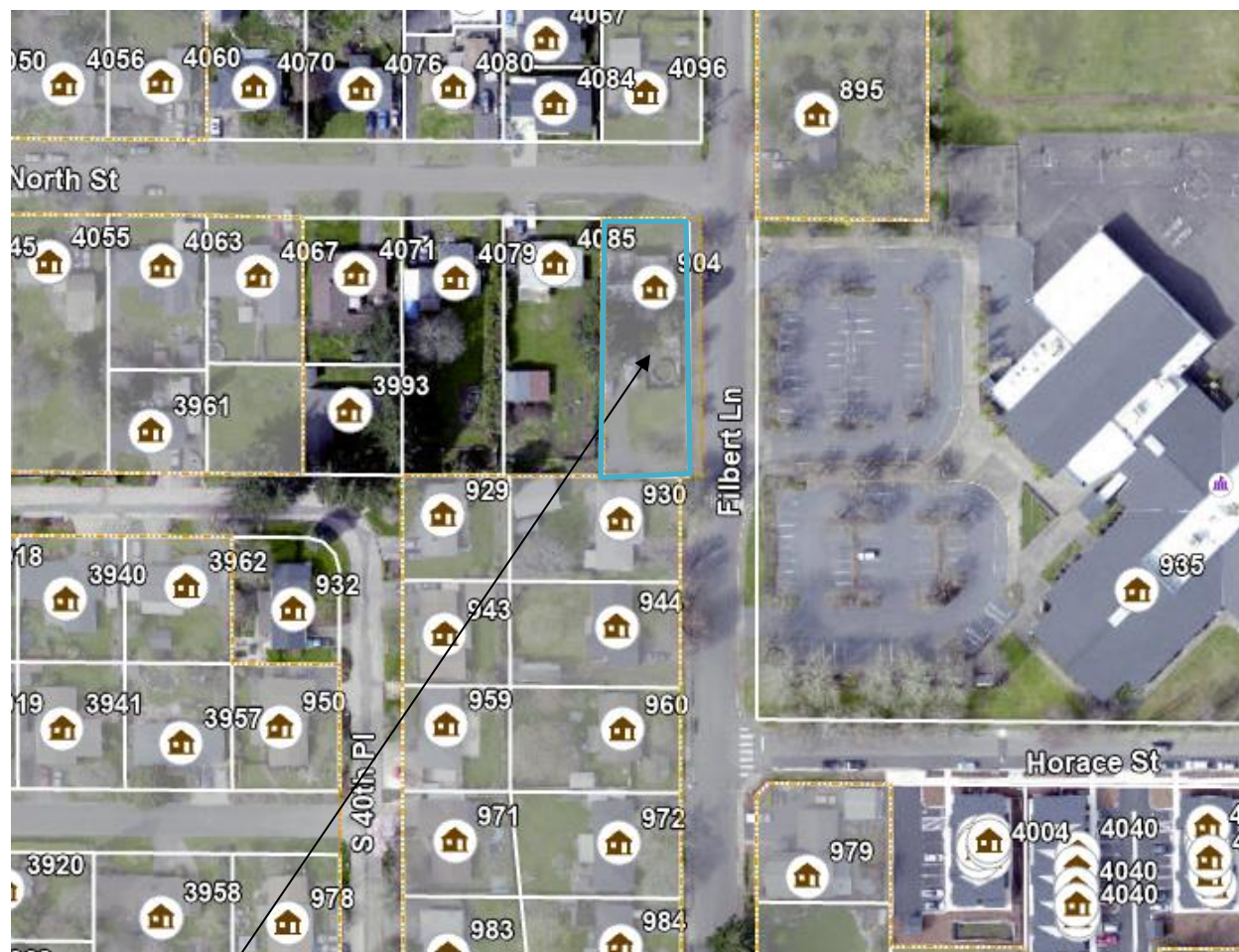
# **COMMITTEE**

***DEVELOPMENT SERVICES DEPARTMENT  
225 FIFTH STREET  
Conference Room 616 / MS Teams***

***Staff Review: Tuesday, April 2, 2024 9:30 – 10:00 a.m.***

- 1. Annexation 811-24-000077-TYP4 811-23-000266-PROJ Robert Kemp  
Assessor's Map: 18-02-06-14 TL: 6200  
Address: 904 Filbert Lane  
Existing Use: residential  
Applicant has submitted plans for annexation of residential parcel  
Planner: Tom Sievers  
Meeting: Tuesday, April 2, 2024 9:30 - 10:00 virtual meeting via Microsoft Teams**

The Complete DRC Packet for this meeting is available online for you to review or print out from the laserfiche website: <https://www.springfield-or.gov/weblink8/browse.aspx>



SITE



VICINITY MAP  
811-24-000077-TYP4 Annexation  
18-02-06-14 TL 6200  
904 Filbert Lane  
Robert Kemp

City of Springfield  
Development & Public Works  
225 Fifth Street  
Springfield, OR 97477

3



### Annexation Application Type 4

**Application Type** *(Applicant: Check one)*

**Annexation Application Completeness Check:**

**Annexation Application Submittal:**

**Required Proposal Information** *(Applicant: Complete This Section)*

**Property Owner:** Robert Kemp **Phone:** (541) 915-9202

**Address:** 838 W Indianola Street, Roseburg, OR 97471 **E-mail:** servtechrob@gmail.com

**Owner Signature:**

**Owner Signature:**

**Agent Name:** Andrew Strout **Phone:** (541) 746-0637

**Company:** Branch Engineering, Inc. **Fax:**

**Address:** 310 5th Street, Springfield, OR 97477 **E-mail:** andrews@branchengineering.com

**Agent Signature:**

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:** 18-02-06-14 **TAX LOT NO(S):** 6200

**Property Address:** 904 Filbert Lane, Springfield, OR 97478

**Area of Request:** **Acres:** 0.37 **Square Feet:** 16,009

**Existing Use:** Residential

**Proposed Use:** Residential

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

**Case No.:** **Date:** **Reviewed By: (initials)**

**Project No.:** **Placard:**

**Application Fee:** **Postage Fee:** **Total Fee:**



January 30, 2024

**PROJECT NARRATIVE  
CITY OF SPRINGFIELD  
ANNEXATION**

Branch Engineering Inc. Project No. 23-553

This annexation proposes to incorporate a portion of Lot 1 of Block 2 of the H.F. Franklin Addition Subdivision (TM 18-02-06-14; TL 6200). Exact locations of all these portions of land can be found on the map submitted as part of this application.

The following describes how this annexation complies with SDC 5.7-125(b)(13) and (14):

- 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.

*The property is contiguous with city limits along its westerly and easterly edge.*

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

*The property is currently zoned as R1 in the City of Springfield's zoning map which is consistent with the Eugene/Springfield Metro Plan.*

- 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

*All utilities, including water, electric and sanitary, are located within the annexation area or are directly adjacent to the annexation area within dedicated public right-of-way. See the Public/Private Utility Plan submitted with this application for additional details.*

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

*An Annexation Agreement or other City approved mechanism will be signed prior to annexation.*





January 30, 2024

**LEGAL DESCRIPTION**  
**ANNEXATION APPLICATION**  
**TM 18-02-06-14, TL 6200**  
**Branch Engineering Inc. Project No. 23-553**

Lot 1, Block 2 of H.F. Franklin-Addition Subdivision recorded in Book 14, Page 31 in the Lane County Oregon Plat Records.

**FORM 1**

**PETITION/PETITION SIGNATURE SHEET**  
Annexation by Individuals  
[SDC 5.7.125(2)(b)(i)/ORS 222.170(1) or ORS 222.127]

We, the following property owners of the following territory, consent to the annexation to the City of Springfield and concurrent annexation to 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)
1.	<i>RTH</i>	<i>11/16/23</i>	<i>ROBERT KEMP</i>	<i>1200 E CROFTON AVE SPRINGFIELD OR 97479</i>		<input checked="" type="checkbox"/>	<i>0.34</i>
2.	<i>Jacquie Williams</i>	<i>11/20/23</i>	<i>Jacquie Peterson</i>	<i>904 Filbert Lane SPfld OR 97478</i>	<i>18-02-00-14-00200</i>		
3.	<i>Kalysa Peterson</i>	<i>11/20/23</i>	<i>Kalysa Peterson</i>	<i>904 Filbert Lane SPfld OR 97478</i>	<i>18-02-00-14-00200</i>		
4.							
5.							

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, *Angus Street* (printed name of circulator), hereby certify that every person who signed this sheet did so in my presence.  
 *Angus Street* (signature of circulator)

**CERTIFICATION OF OWNERSHIP**

The total landowners in the proposed annexation are *1* (qty). This petition reflects that *1* (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

*11/17/24*  
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
18-02-06-14-06200	Robert Kemp	0.37	\$127,482.00	Y	x	
<b>TOTALS:</b>		0.37	\$127,482.00			

TOTAL NUMBER OF OWNERS IN THE PROPOSAL	1
NUMBER OF OWNERS WHO SIGNED	1
PERCENTAGE OF OWNERS WHO SIGNED	100%
TOTAL ACREAGE IN PROPOSAL	0.37
ACREAGE SIGNED FOR	0.37
PERCENTAGE OF ACREAGE SIGNED FOR	100%
TOTAL VALUE IN THE PROPOSAL	\$127,482.00
VALUE CONSENTED FOR	\$127,482.00
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: Andrew Strout  
E-mail: andrews@branchengineering.com

**Supply the following information regarding the annexation area.**

- Estimated Population (**at present**): 2
- Number of Existing Residential Units: 1
- Other Uses: N/A
- Land Area: 0.37 total acres
- Existing Plan Designation(s): LDR
- Existing Zoning(s): R1
- Existing Land Use(s): Residential
- Applicable Comprehensive Plan(s): Metro Plan
- Applicable Refinement Plan(s): N/A
- Provide evidence that the annexation is consistent with the applicable comprehensive plan(s) and any associated refinement plans. The annexation is consistent with the current Springfield Metro Plan.

- Are there development plans associated with this proposed annexation?  
Yes  No   
If yes, describe.

- Is the proposed use or development allowed on the property under the current plan designation and zoning?  
Yes  No

- Please describe where the proposed annexation is contiguous to the city limits (non-contiguous annexations cannot be approved under 5.7-140, Criteria).  
Filbert Lane to the east, and the neighboring property to the west are within city limits.

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

Yes  No

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

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

- Glenwood Water District
- Eugene School District
- Springfield School District
- Pleasant Hill RFPD
- EPUD
- Willamalane Parks and Rec District
- Rainbow Water and Fire District
- Pleasant Hill School District
- McKenzie Fire & Rescue
- Willakenzie RFPD
- SUB
- Other \_\_\_\_\_

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

Robert Kemp

**(Name)**

838 W Indianola Street

**(Address)**

Roseburg

**(City)** **(Zip)**

OR, 97471

**(Name)**

**(Address)**

**(City)** **(Zip)**

Andrew Strout

**(Name)**

310 5th Street

**(Address)**

Springfield

**(City)** **(Zip)**

OR, 97477

**(Name)**

**(Address)**

**(City)** **(Zip)**



**FORM 4**

**WAIVER OF ONE YEAR TIME LIMIT  
FOR ANNEXATION PURSUANT TO ORS 222.173**

This waiver of the time limit is for the following described property:

18-02-06-14-06200      904 FILBERT LN, SPRINGFIELD, OR 97478  
 Map and Tax Lot Number      Street Address of Property (if address has been assigned)

**ONE WAIVER OF TIME LIMIT FOR EACH PARCEL, PLEASE**

We, the owner(s) of the property described above understand the annexation process can take more than one year but desire to annex to have City services. Therefore, we agree to waive the one-year time limitation on this petition to annex established by Oregon Revised Statutes 222.173, and further agree that this contract shall be effective  indefinitely or [ ] until

\_\_\_\_\_ Date

**Signatures of Legal Owners**

Please print or type name	Signature	Date Signed
ROBERT LEMP		11/16/23



January 30, 2024

**PUBLIC/PRIVATE UTILITY PLAN  
CITY OF SPRINGFIELD  
ANNEXATION  
Branch Engineering Inc. Project No. 23-553**

This annexation proposes to incorporate Lot 1 of Block 2 of the H.F. Franklin Addition Subdivision (TM 18-02-06-14; TL 6200), exact locations of all this land can be found on the map submitted as part of this application.

**Wastewater Services/Sanitary Sewers**

The annexation area is fronted to the east and north by an 8.0" sanitary sewer main line within the right-of-ways of Filbert Lane and North Street. All the developable area within the annexation area has direct access to these sanitary sewers.

**Stormwater Services**

Stormwater facilities front the annexation area to the east in the Filbert Lane right-of-way. All the developable area within the annexation area has direct access to this stormwater service.

**Solid Waste Management**

The annexation area is within the service area of private waste disposal services.

**Water Services**

Springfield Utility Board (SUB) has service connections located within the Filbert Lane and North Street right-of-ways.

**Fire and Emergency Medical Services**

Currently, the annexation area is within the Willakenzie Rural Fire Protection District, but at the time of annexation this will be withdrawn. Once annexed, the area will be within the Eugene Springfield Fire District.

**Police Protection**

Currently, the Lane County Sheriff provides police services to the areas outside the city limits adjacent to the annexation area. After annexation, the City of Springfield police will provide police protection to the annexation area.

**City Wide Parks and Recreation Programs**

Willamalane Park and Recreation District will provide park, open space, and recreation services to the annexed property at the effective date of annexation.

EUGENE-SPRINGFIELD

310 5<sup>th</sup> Street, Springfield, OR 97477 | p: 541.746.0637 | [www.branchengineering.com](http://www.branchengineering.com)

### **Electrical Services**

The Springfield Utility Board (SUB) provides electric services to the area to be annexed.

### **Land Use Controls**

The annexation area is within the Urban Growth Boundary for Springfield. After annexation the city will administer land use controls.

### **Communication Facilities**

Wired and wireless communication services are provided to the Springfield portion of the Metropolitan Area and the annexation area can generally receive service from these private providers.

### **Public Schools**

Springfield School District 19 provides the City of Springfield K-12 educational needs. The existing district's public schools that will serve the annexation area are Mt. Vernon Elementary School, Agnes Stewart Middle School, and Springfield High School.

## ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made between the City of Springfield, an Oregon municipal corporation (“City”) and Robert D Kemp (“APPLICANT”).

### RECITALS

- A. APPLICANT owns the parcel of land legally described in Exhibit A, the Property. 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 Annexation, dated \_\_\_\_\_, for Assessor’s Map No. 18-02-06-14, Tax Lot 06200, which is addressed as 904 Filbert Lane and is more particularly described in Exhibit A.
- C. APPLICANT wishes to annex the Property to the City and seeks support from the City for the annexation.
- D. The Property is inside the recognized Urban Growth Boundary of the City of Springfield. The Property is within the Urbanizable Fringe Overlay District (UF-10) according to the Springfield Zoning Map, and the underlying zoning is Low Density Residential (R-1).
- E. Annexation of the Property requires a showing under SDC 5.7-140.C that the Property can be provided with the minimum level of key urban facilities and services as defined in Policy 31 of the *Springfield 2030 Refinement Plan – Urbanization Element*, 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.
- 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 sanitary sewer, stormwater management systems, interconnected transportation systems, and Fire and Life Safety services necessary for an affirmative City recommendation for the annexation request.

**After Recording, Return to:**

**Place Bar Code Sticker Here:**

City of Springfield  
Attn: Current Development Division  
Development & Public Works Department  
225 Fifth Street  
Springfield, OR 97477

- G. 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 is located in both Filbert Lane and North Street with sufficient depth and capacity to support additional dwelling units on this property.
- H. 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 public storm sewer system is located in Filbert Lane with a catch basin at the corner of North Street and Filbert Lane to serve as overflow for stormwater treatment systems on this property.
- I. 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 legal and physical access to Filbert Lane and North Street.
  - Filbert Lane and North Street are classed as local roads
  - Filbert St. is paved with curb and gutter and sidewalk on this property frontage.
  - North St. is paved without curb and gutter or sidewalk on this property frontage.
  - No additional right-of-way dedication will be needed
- J. 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, APPLICANT agrees to perform the obligations set forth in this section.
  - 1.1.1. APPLICANT shall improve North Street to City standards for an alternative street section (depicted in Exhibit B) along the full frontage of this parcel with drainage ditches, planter strips, street trees, and sidewalks including ADA ramps at the corner of North Street and Filbert Lane upon any subdivision or addition of dwelling units beyond a single ADU on this property.
  - 1.1.2. APPLICANT will provide any additional easement or ROW dedication as needed by SUB electric for surface utility pads as needed to move all electrical services underground for the existing and any additional structures on this site upon subdivision or addition of dwelling units on this property.



- 1.2. APPLICANT shall provide and be financially responsible for the provision of any additional urban facilities and services identified during the review and approval of any Partition or Subdivision as necessary to serve the further development of the Property, including the construction and maintenance thereof.
- 1.3. 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 Process the annexation request 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.
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 further developed prior to the approval of a building permit approval, partition or subdivision, as applicable, 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 Policy 31 of the *Springfield 2030 Refinement Plan – Urbanization Element* 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 any rights it may have under the law as interpreted in Dolan v. City of Tigard, 512 US 374 (1994) and subsequent cases interpreting the legal effect of Dolan 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 Measures 37/49/ORS 195.300 et seq. APPLICANT knows and understands any rights it may have under Oregon Revised Statutes (ORS) Chapter 195.300 et seq., "Just Compensation for Land Use Regulation." APPLICANT for itself and its heirs, executors, assigns, administrators and successors hereby waive 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.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

APPLICANT

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its:

\_\_\_\_\_

STATE OF OREGON }  
COUNTY OF LANE } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 20\_\_ BY

\_\_\_\_\_  
AS \_\_\_\_\_ OF \_\_\_\_\_  
(APPLICANT)

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

CITY OF SPRINGFIELD

By: \_\_\_\_\_  
Nancy Newton, City Manager

STATE OF OREGON }  
COUNTY OF LANE } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 20\_\_\_\_ BY  
\_\_\_\_\_  
AS \_\_\_\_\_ OF \_\_\_\_\_  
(CITY)

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON



# TYPE 4 – ANNEXATION STAFF REPORT AND FINDINGS OF FACT

**File Name:** Kemp  
Annexation

**Applicant:** Robert Kemp

**Case Number:** 811-24-  
000077-TYP4

**Proposal Location:** 904  
Filbert Lane; Map 18-02-06-  
14, TL 06200)

**Current Zoning &  
Comprehensive Plan  
Designation:**

R-1, Residential District,  
Designated LDR, Low Density  
Residential with the  
Urbanizable Fringe Overlay  
(UF-10)

**Applicable**

**Comprehensive Plan:**  
*Metro Plan and Springfield  
2030 Comprehensive Plan*

**Application Submittal**

**Date:** March 14, 2024

**Associated Applications:**

811-23-000260-PRE (Development Issues Meeting); 811-24-000042-PRE (Completeness Check)



## CITY OF SPRINGFIELD’S DEVELOPMENT REVIEW COMMITTEE:

POSITION	REVIEW OF	NAME	PHONE
Project Manager	Planning	Tom Sievers	541-726-2333
Transportation Planning Engineer	Transportation	Michael Liebler	541-736-1034
Public Works Civil Engineer	Streets and Utilities	Clayton McEachern	541-726-1036
Deputy Fire Marshal	Fire and Life Safety	Gilbert Gordon	541-726-2293
Building Official	Building	Chris Carpenter	541-744-4153



**Review Process (Springfield Development Code (SDC) 5.7.115):** The subject annexation request is being reviewed under Type 4 procedures, without Planning Commission consideration.

**Development Issues Meeting (SDC 5.7.120):** A Development Issues Meeting (DIM) is required of all public agency and private landowner-initiated annexation applications, unless waived by the Director.

Finding 1: A Development Issues Meeting for the subject annexation request was held on December 14, 2023 (Case 811-23-000260-PRE).

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)(2)(b)(i) and ORS 222.170(1), an annexation application may be initiated 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 consent in writing to the annexation of their land.”

Finding 2: The property owners who own all the land and real property, and full assessed value of real property in the contiguous territory, have filed an application and petition requesting annexation to the City of Springfield (Attachment 2, Exhibit B).

Finding 3: In addition to the petition, the submitted application includes the required documents listed under SDC 5.7.125(B). This includes a Verification of Property Owners signed by the Lane County Department of Assessment and Taxation, the Ownership Worksheet, and a Waiver Form in accordance with ORS 222.173 (all within Attachment 2, Exhibit B).

Conclusion: The application requirements in SDC 5.7.125 have been met.

**Site Information:** The subject property, 904 Filbert Lane, is improved with a single unit dwelling with site access from Filbert Lane. The corner property is located at the southwest corner of the North Street and Filbert Lane intersection. The subject site is inside the Springfield Urban Growth Boundary (UGB) and is contiguous to the Springfield city limits along its eastern, western, and northern boundary.

Zoning for the property is Residential (R-1) district with an Urbanizable Fringe Overlay (UF-10) applied according to the City’s Zoning Map. Based on the applicants’ submittal, the primary purpose of the annexation request is to facilitate connection to urban services for future partition. A public sanitary sewer line stub is already available at the site’s north and east boundaries and would be extended to serve the existing residence. An Annexation Agreement is not required for this application and is further detailed in the approval criteria.

Existing public services are provided to the annexation area as follows: police (Lane County Sheriff), schools (Springfield School District), roads (City of Springfield and Lane County), and ambulance services (Eugene/Springfield Fire)<sup>1</sup>. The applicants currently receive water service and fire protection from the Springfield Utility Board (SUB) and the Willakenzie-Springfield Rural Fire Protection District (RFPD). SUB operates the existing electric and water utility infrastructure along the North Street and Filbert Lane frontages. Upon annexation, the City of Springfield will be responsible for all urban services, including sewer, water (retained through SUB), electricity (retained through SUB), and police/fire response (through Springfield Police and Eugene/Springfield Fire, respectively) to the subject area. The approximately 14,200 square foot proposed annexation area consists only of the addressed property.

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<sup>1</sup> The subject property currently receives emergency services from Eugene/Springfield Fire through long-standing contractual agreements. The standards of coverage can be found here:

[https://www.eugeneor.gov/DocumentCenter/View/56636/Standards-of-Response-Coverage\\_FY-2020?bidid=](https://www.eugeneor.gov/DocumentCenter/View/56636/Standards-of-Response-Coverage_FY-2020?bidid=)



**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 May 23, 2024, which was 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 proposed annexation territory; affected special districts (Eugene/Springfield Fire) and all other public utility providers (Springfield Utility Board, CenturyLink Telecommunications); and the Lane County Land Management Division, Lane County Elections, and the Lane County Board of Commissioners. The list of recipients of the mailed notice is included with the Affidavit of Mailing for this annexation application and is retained as part of the public record for Planning Case 811-24-000077-TYP4.

**Newspaper Notice.** Notice of the June 3, 2024, public hearing was published in *The Chronicle* on May 30<sup>th</sup> and June 6<sup>th</sup>, 2024.

**Posted Notice.** A total of five (5) notices were posted for the June 3<sup>rd</sup> public hearing. Notice was posted on the City of Springfield website, the Department of Public Works' Digital Display in City Hall, and in the City Hall lobby on May 24<sup>th</sup>. Two (2) notices were also posted on-site along the subject property street frontages, with one along North Street, and one along Filbert Lane on May 24<sup>th</sup>.

Finding 4: Upon annexation of the subject territory to the City, the underlying Residential (R-1) district 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 (DLCDC) was notified in writing of the annexation proceedings prior to the public hearing. Notification to DLCDC regarding the proposed annexation was sent on May 13, 2024, meeting the 35-day advance notice as required.

Finding 5: Staff did not receive written comments from the public.

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 SDC 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 6: The subject annexation territory is located within the City of Springfield's acknowledged urban growth boundary (UGB). The property requested for annexation abuts the Springfield city limits along its eastern, western, and northern boundaries. Therefore, this annexation application meets the statutory definition of contiguity as found in ORS 222.111(1).

Conclusion: The proposal meets and complies with Criterion A(1), SDC 5.7.140.

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

Finding 7: The annexation area is located within the acknowledged Springfield UGB and as more specifically delineated by the *Springfield 2030 Comprehensive Plan*. Territory within the delineated UGB ultimately will be within the City of Springfield.

Finding 8: The *Springfield 2030 Comprehensive Plan* amends the Eugene-Springfield Metropolitan Area General Plan (*Metro Plan*) through adoption of ordinances since 2011. Volume 1 of the *Springfield 2030 Comprehensive Plan* includes the following elements: Economic, Residential Land Use & Housing, Recreation, Transportation, and Urbanization. In December 2016, Springfield adopted the Urbanization Element in compliance with Statewide Planning Goal 14, Urbanization. The *Urbanization Element* explicitly retains the *Metro Plan's* long-standing urbanization policy criteria for approving annexations.

Finding 9: The territory requested for annexation is within an area that is zoned R-1 Residential District and is designated for Low Density Residential (R-1) use. The adopted elements of the *Springfield 2030 Comprehensive Plan* apply to areas within the Springfield UGB, particularly the *Urbanization Element* adopted by Ordinance 6361. There are no proposed changes to the current zoning or plan designation for the property, although the Urbanizable Fringe (UF-10) overlay will be effectively removed upon annexation.

Finding 10: The continued annexation of properties to the City of Springfield is consistent with Policies 27 and 29 of the *Springfield 2030 Comprehensive Plan – Urbanization Element*, which will result in the elimination of special districts within the urbanizable area. The *Metro Plan* and the *Springfield 2030 Comprehensive Plan – Urbanization Element* recognize that as annexations to the City occur, the special district service areas within the UGB will diminish incrementally and eventually will be dissolved.

Finding 11: The territory requested for annexation is currently within the service area of the Springfield Utility Board (SUB) and receives fire protection service from the Willakenzie-Springfield RFPD via Eugene/Springfield Fire. After the public hearing and upon Council adoption of the annexation Ordinance, the annexation area will

remain in the combined fire and life safety departments of the Cities of Eugene & Springfield for fire protection and emergency medical service directly to the annexation area.

Finding 12: In accordance with Policy 33 of the *Springfield 2030 Comprehensive Plan – Urbanization Element*, SUB is the exclusive water service provider within the Springfield City Limits. SUB will continue to be the service provider upon annexation.

Finding 13: In accordance with Policy 34 of the *Springfield 2030 Comprehensive Plan – Urbanization Element*, when unincorporated territory within the UGB is provided with any new urban service, that service shall be provided by one of the following methods in this priority order: (a) Annexation to City; or (b) Contractual annexation agreements with City. If this annexation request is approved, the subject property will be provided with new urban services such as public sanitary sewer.

Finding 14: In accordance with Policy 35 of the *Springfield 2030 Comprehensive Plan – Urbanization Element*, the City shall not extend water or wastewater service outside city limits to serve a residence or business without first obtaining a valid annexation petition, a consent to annex agreement, or when a health hazard abatement annexation is required. The property owners applied for annexation to the City (Attachment 2, Exhibit B) in order to receive urban services for a future partition.

Conclusion: The proposal meets and complies with Criterion B, SDC 5.7.140.

**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 15: In accordance with Policy 29 of the *Springfield 2030 Comprehensive Plan – Urbanization Element*, annexation shall continue to be a prerequisite for urban development and the delivery of City services in accordance with the Springfield Comprehensive Plan and Springfield Development Code.

Finding 16: In accordance with Policy 31 of the *Springfield 2030 Comprehensive Plan – Urbanization Element*, key urban facilities and services are defined as wastewater service; stormwater service; transportation; solid waste management; water service; fire and emergency medical services; police protection; citywide park and recreation programs; electric service; land use controls; communication facilities; and public schools on a districtwide basis.

Finding 17: In accordance with Policy 32 of the *Springfield 2030 Comprehensive Plan – Urbanization Element*, urban services provided by the City upon annexation to Springfield include storm and sanitary sewer; water; transportation systems; police and fire protection; planning, building, code enforcement and library services; and public infrastructure maintenance of City owned or operated facilities.

Finding 18: The territory requested for annexation is contiguous with the City Limits along its eastern, western, and northern boundaries. Urban utilities including sanitary sewer, electricity, and water service, have been extended within the North Street and Filbert Lane ROWs and are available to serve the subject property, adjacent properties, and areas beyond the annexation territory. Therefore, the urban service delivery systems are already available and in place or can be logically extended from points in the vicinity to serve the subject property and future development. In addition to urban utilities, the following facilities and services are either available or can be extended to this annexation area:

Water – As noted above, SUB is the exclusive water service provider for properties within the City limits. Upon annexation, the applicants will continue using the existing water connections or extend public water lines necessary to serve the subject property. SUB states that there is enough capacity for the existing water connection to serve the current residential use (*SUB Water Representative: Keoki Lapina, [KeokiL@subutil.com](mailto:KeokiL@subutil.com)*).

Electricity – SUB provides electric service to the neighborhoods in Springfield within incorporated areas of Springfield. SUB owns and maintains electrical system infrastructure in neighborhoods they serve. Existing electrical system infrastructure within the Filbert Lane public ROW will continue to provide service to the subject property

and continue to be maintained by SUB. SUB stated that they will have to upgrade the transformer located at 4096 North Street to meet capacity. SUB noted that they have been in contact with the property owner, and they understand that the electric services will be placed underground to serve the property and that SUB requires a 7-foot public utility easement along the entire eastern property line.

Police Services – Springfield Police Department currently provides service to areas of Springfield that are already inside the City limits. The annexation territory is currently within the jurisdiction of the 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 Eugene/Springfield Fire Department via the Willakenzie-Springfield RFPD. Upon annexation, the Eugene/Springfield Fire Department will provide fire and emergency services directly to the subject territory.

The Springfield Fire Marshal's Office stated that the subject site is within the 5-minute time of travel for Fire Station 14 located at 4765 Main Street in Springfield. Access and water supply are pre-existing and sufficient.

Emergency medical transport (ambulance) services are provided on a regional basis by the Eugene/Springfield Fire Department. 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 by the Willamalane Park & Recreation District. The park district operates several indoor recreation facilities, such as the Willamalane Park Swim Center, Lively Park Swim Center, Bob Keefer Center for Sports and Recreation, and Willamalane Adult Activity Center. 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.

Concurrent with annexation to the City of Springfield, the subject property will be annexed to the Willamalane Park & Recreation District consistent with City policy, an intergovernmental agreement between the City of Springfield and Lane County, and the adopted Willamalane Comprehensive Plan.

Library Services – Upon annexation to the City of Springfield, the subject area's residents will be served by the Springfield Public Library.

Schools – The Springfield School District serves this area of Springfield. The Springfield School District has capacity to continue serving the annexation area and its residents in its current configuration.

Sanitary Sewer – An existing public sanitary sewer system is located in both Filbert Lane and North Street with sufficient depth and capacity to support the existing dwelling and any additional dwelling units on this property.

Stormwater – An existing public storm sewer system is located in Filbert Lane with a catch basin at the corner of North Street and Filbert Lane to serve as overflow for stormwater treatment systems on this property.

Streets – The Property has legal and physical access to Filbert Street. Filbert Lane and North Street are classified as local roads. Filbert Lane is paved with curb and gutter, and sidewalk along the property frontage. North Street is also paved but is without curb and gutter, and sidewalks along the property frontage. No additional right-of-way dedication will be needed.

Solid Waste Management – The City and Sanipac have an exclusive franchise arrangement for garbage service inside the City limits. Upon annexation, solid waste disposal service would be provided by Sanipac.



Communication Facilities – Various providers, such as CenturyLink, 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 this area.

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

Finding 19: The minimum level of key urban facilities and services, as outlined in the adopted *Metro Plan* and the *Springfield 2030 Comprehensive Plan – Urbanization Element* are immediately available and have the capacity to serve the site.

Conclusion: Based on the Findings above, the proposed annexation, if approved, will result in a boundary in which the minimum level of key urban facilities and services can be provided in an orderly, efficient, and timely manner because of their availability and capacity levels meet the City’s requirements. The proposal complies with Criterion C, SDC 5.7.140.

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

Finding 20: An Annexation Agreement that outlines the applicants’ financial responsibility for provision of public streets and utilities necessary to serve the property is required when there are fiscal impacts associated with the annexation. This application does not have any required public improvements associated with the annexation. Therefore, an annexation agreement is not required for this application.

Conclusion: The proposal meets and complies with Criterion D, SDC 5.7.140.

**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 SDC 5.7.150.

Finding 21: The annexation area is within the delineated service territory of SUB (electric and water) and Willakenzie Rural Fire Protection District (contracted fire response). The Cities of Eugene/Springfield will directly provide fire and emergency services after annexation, and the City of Springfield by and through the Springfield Utility Board will provide water service after annexation. Consistent with SDC 5.7.160, notice was provided for the public hearing on May 23, 2024, and May 24, 2024. Withdrawal from the Willakenzie Rural Fire Protection District concurrently with annexation of the territory to the City of Springfield is in the best interest of the City. The withdrawal from the Willakenzie Rural Fire Protection District is necessary to implement Policies 31 and 32 of the Springfield 2030 Comprehensive Plan – Urbanization Element whereby annexation is prioritized for the City of Springfield to provide urban services to its incorporated territory, and existing special service districts within the City’s UGB are to be dissolved over time.

**CONCLUSION: The proposal complies with the annexation criteria of approval listed in SDC 5.7.140 and Council is within its authority to approve annexation of the subject territory to the City of Springfield and Willamalane Park and Recreation District and withdrawal of the subject territory from the Willakenzie Rural Fire Protection District.**

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Molly Markarian & Jeff Pachall/DPW  
**Staff Phone No:** 726-4611  
**Estimated Time:** 20 min  
**Council Goals:** Maintain and Improve Infrastructure and Facilities

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** WASTEWATER MASTER PLAN

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**ACTION REQUESTED:** Hold a public hearing on Final Draft 2024-2045 Wastewater Master Plan.

**ISSUE STATEMENT:** After extensive research and analysis, a final draft of the City's 2024-2045 Wastewater Master Plan was completed this spring. Following consultation with the community, staff presented highlights from the draft Plan and community feedback to Planning Commission and City Council in June. At this time, staff recommends that City Council conduct a public hearing on the proposed Wastewater Master Plan in advance of staff finalizing the Plan for Council adoption in fall 2024. Once adopted by City Council, the Plan will guide the next 20 years of development and maintenance of Springfield's wastewater collection system.

---

**ATTACHMENTS:** [1: Final Draft 2024-2045 Wastewater Master Plan](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:**

In 2021, the City embarked on a project to update its Wastewater Master Plan to support future public infrastructure and private development in Springfield. Following a competitive Request for Proposals process, City Council awarded a professional engineering services contract to Consor (formerly Murraysmith) in February 2022 to assist the City in identifying needed wastewater collection system facility enhancements, based on current conditions and anticipated growth over the next 20 years. Since then, the project team has conducted an extensive study to determine the existing and future needs of Springfield's wastewater collection system and to develop cost-effective solutions for Council consideration.

The City's final draft 2024-2045 Wastewater Master Plan (Plan) was completed this spring and includes proposals for the maintenance, improvement, and expansion of Springfield's wastewater collection system through 2045. During the [June 24<sup>th</sup> Work Session](#), staff provided an overview of the project, highlighted Plan content, and summarized community outreach efforts and feedback themes. Staff also answered Council questions.

At this time, the Final Draft 2024-2045 Wastewater Master Plan is moving into the formal public adoption process with a City Council public hearing. Following the public hearing, staff will finalize the Plan and present a proposed adoption resolution to Council in Fall 2024. Once adopted by City Council, the Plan will guide the next 20 years of development and maintenance of Springfield's wastewater collection system. Following Council adoption of the Final Plan, the City will initiate an amendment to the Eugene-Springfield Metropolitan Area Public Facilities and Services Plan (PFSP) to incorporate applicable Plan recommendations.

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# Wastewater Master Plan 2024-2045



Planning for the Future  
of Springfield's Wastewater System.

**CITY OF SPRINGFIELD, OREGON**

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# Wastewater Master Plan

## City of Springfield

April 2024



RENEWS 12-31-2024

### Conсор

One SW Columbia Street  
Suite 1700  
Portland, OR 97204



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## Acronyms & Abbreviations

<b>B</b>	
BMP	Best Management Practices
<b>C</b>	
CCTV	Closed Caption Television
CIP	Capital Improvement Project
CIPP	Cured-In-Place Piping
City	City of Springfield
CMOM	Capacity, Management, Operations and Maintenance
COE	City of Eugene
CREAT	Climate Resilience Evaluation and Awareness Tool
CWA	Clean Water Act
<b>D</b>	
d/D	Depth of Water Divided by the Pipe Diameter
DEQ	Oregon Department of Environmental Quality
DWF	Dry Weather Flow
<b>E</b>	
EDSPM	Engineering Design Standards and Procedures Manual
ENR	Engineering New Record
EPA	Environmental Protection Agency
<b>F</b>	
FAQ	Frequently Asked Questions
FOG	Fat Oils and Grease
fps	Feet per Second
FTE	Full-Time Employee
FY	Fiscal Year
<b>G</b>	
GIS	Geographic Information System
gpad	Gallons per Acre per Day
gpm	Gallon per Minute
GWI	Groundwater Infiltration
<b>H</b>	
HB2001	House Bill 2001 by the Oregon Legislature in 2019
<b>I</b>	
I&I	Infiltration and Inflow
ID	Identification
IGA	Intergovernmental Agreement
in	Inch
<b>M</b>	
Metro Plan	1982 Eugene-Springfield Metropolitan Area General Plan
MGD	Million Gallons per Day
MH	Manhole

MWMC	Metropolitan Wastewater Management Commission
<b>N</b>	
NAASCO	National Association of Sewer Service Companies
NPDES	National Pollutant Discharge Elimination System
NRCS	National Resource Conservation Service
<b>O</b>	
O&M	Operations and Maintenance
OAR	Oregon Administrative Rule
OERP	Overflow Emergency Response Plan
<b>P</b>	
PACP®	Pipeline Assessment and Certification Program
PAYGO	Pay-As-You-Go
PVC	Polyvinyl Chloride
<b>Q</b>	
q	Maximum Daily Flow
Q	Capacity of Pipe Flow
<b>R</b>	
RDII	Rainfall-Dependent Infiltration/Inflow
<b>S</b>	
SDC	System Development Charges
SFP	Strategic Financial Plan
SOP	Standard Operating Procedure
SSO	Sanitary Sewer Overflow
State	State of Oregon
<b>T</b>	
TAZ	Traffic Analysis Zone
<b>U</b>	
UGB	Urban Growth Boundary
<b>W</b>	
WPCF	Water Pollution Control Facility
WWMP	Wastewater Master Plan

# Table of Contents

Acronyms & Abbreviations .....	i
<b>Chapter 1 Executive Summary .....</b>	<b>1-1</b>
1.1 Purpose of the Wastewater Master Plan .....	1-1
1.2 Approach .....	1-1
1.3 Organization of the Wastewater Master Plan .....	1-1
1.4 System Description and Service Area .....	1-2
1.5 Wastewater Flow Projections .....	1-2
1.5.1 Population Projection .....	1-2
1.5.2 Wastewater Flow Projection .....	1-3
1.6 Wastewater System Analysis .....	1-4
1.7 Wastewater Plan Recommendations .....	1-4
1.8 CMOM Program .....	1-10
1.9 Strategic Financial Plan .....	1-11
1.9.1 Wastewater System Revenue Requirements .....	1-12
1.9.2 Projected Requirements and Rate Increases .....	1-14
<b>Chapter 2 Introduction .....</b>	<b>2-1</b>
2.1 Background .....	2-1
2.2 Community Engagement .....	2-2
<b>Chapter 3 Study Area .....</b>	<b>3-1</b>
3.1 Existing and Future Service Area .....	3-1
3.2 Location and Topography .....	3-1
3.3 Climate .....	3-1
3.4 Soils .....	3-1
3.5 Groundwater .....	3-5
3.6 Land Use .....	3-5
<b>Chapter 4 Existing System Description .....</b>	<b>4-1</b>
4.1 Inventory of Existing Facilities .....	4-1
4.1.1 System Description .....	4-1

4.1.2 Skeleton Model.....	4-5
<b>Chapter 5 Basis for Planning .....</b>	<b>5-1</b>
5.1 Regulatory Requirements .....	5-1
5.1.1 Federal Discharge Permits .....	5-1
5.1.2 State Discharge Permits .....	5-1
5.1.3 State Pump Station Requirements .....	5-1
5.2 Design and Planning Criteria.....	5-2
5.2.1 Water Surface Elevation.....	5-2
5.2.2 Pump Stations .....	5-2
5.3 Wastewater Collection System Capacity Analysis Approach .....	5-2
5.4 Design Storm Selection .....	5-2
<b>Chapter 6 Future Land Use Analysis .....</b>	<b>6-1</b>
6.1 Methodology.....	6-1
6.1.1 2020 Census Traffic Analysis Zone Data .....	6-1
6.1.2 Verified Households Using Septic Tanks .....	6-7
6.1.3 Impacts from Oregon House Bill 2001 .....	6-7
6.2 Future Condition Analysis Scenario .....	6-9
<b>Chapter 7 Wastewater Flow Projections .....</b>	<b>7-1</b>
7.1 Wastewater Flow Components .....	7-1
7.1.1 Dry Weather Flow.....	7-1
7.1.2 Wet Weather Flow .....	7-2
7.1.3 Total Peak Wastewater Flow .....	7-2
<b>Chapter 8 Collection System Evaluation .....</b>	<b>8-1</b>
8.1 Planning Scenarios .....	8-1
8.2 Model Development .....	8-1
8.3 Collection System Capacity Analysis .....	8-1
8.3.1 Deficiency Definition.....	8-1
8.3.2 Existing Condition Deficiencies.....	8-2
8.3.3 Future Condition Deficiencies.....	8-3
8.4 Additional Modeling.....	8-3
8.4.1 Downtown Basin .....	8-3
8.4.2 Mid-Springfield Basin .....	8-3



8.4.3 Gateway Basin.....	8-3
8.5 Summary of Deficiencies.....	8-3
8.6 2008 Wastewater Master Plan for Springfield .....	8-6
8.7 Other Collection System Improvements .....	8-8
<b>Chapter 9 Recommended Improvements .....</b>	<b>9-1</b>
9.1 Near Term System Improvements (0-5 years) .....	9-1
9.1.1 South Springfield #1 Gravity Upgrade (Deficiency ID 9) .....	9-1
9.1.2 Mid-Springfield #3 Gravity Upgrade (Deficiency ID 1) .....	9-1
9.1.3 Gateway #4 Gravity Upgrade (Deficiency ID 2) .....	9-1
9.1.4 North Springfield #2 Gravity Upgrade (Deficiency ID 6) .....	9-1
9.1.5 Mid-Springfield and 21st Street Pump Station Additional Study (Deficiency ID 13).....	9-2
9.2 Intermediate Term System Improvements (6-10 years) .....	9-2
9.2.1 Downtown #4 Additional Study (Deficiency ID 12) .....	9-2
9.2.2 Gateway #1 Additional Study (Deficiency ID 14) .....	9-2
9.2.3 North Springfield #1b Gravity Upgrade (Deficiency ID 8) .....	9-2
9.2.4 Harbor Drive Extension.....	9-2
9.3 Long-Term System Improvements (11-20 years) .....	9-3
9.3.1 Thurston #1 Gravity Upgrade (Deficiency ID 10) .....	9-3
9.3.2 North Springfield #1a Gravity Upgrade (Deficiency ID 7) .....	9-3
9.3.3 Gateway #2 Gravity Upgrade (Deficiency ID 11) .....	9-3
9.3.4 North Springfield Trunk Extension.....	9-3
9.4 Near Term Pump Station Improvements (0-5 years) .....	9-3
9.4.1 Deadmond Ferry Pump Station .....	9-3
9.4.2 Nugget Way Pump Station.....	9-3
9.5 Intermediate Term Pump Station Improvements (6-10 years).....	9-4
9.5.1 River Glen Pump Station.....	9-4
9.5.2 Hayden Lo Pump Station .....	9-4
9.6 Long Term Pump Station Improvements (11-20 years) .....	9-4
9.6.1 PeaceHealth Pump Station Service Extension.....	9-4
9.6.2 North Gateway Pump Station Service Extension .....	9-4
9.6.3 28th Street Pump Station Service Extension .....	9-4

**Chapter 10 Capital Improvements Program .....10-1**

10.1 Cost Estimate Development ..... 10-1

- 10.1.1 Contingencies ..... 10-1
- 10.1.2 Engineering..... 10-2
- 10.1.3 Legal and Administrative..... 10-2
- 10.1.4 Contractor Markup..... 10-2

10.2 Capital Improvements Projects..... 10-2

**Chapter 11 CMOM Program ..... 11-1**

11.1 Introduction and Background ..... 11-1

11.2 Existing CMOM Program..... 11-1

- 11.2.1 Capacity Assessment ..... 11-1
- 11.2.2 Operations and Maintenance ..... 11-1
- 11.2.3 Current Rehabilitation and Replacement Practices ..... 11-3
- 11.2.4 Industrial Pretreatment and BMP Program ..... 11-3
- 11.2.5 Staffing ..... 11-3
- 11.2.6 Design and Construction Standards..... 11-3
- 11.2.7 Sanitary Sewer Overflow Response Plan..... 11-4
- 11.2.8 Financial Management ..... 11-4

11.3 Comparison to other Cities ..... 11-4

- 11.3.1 Capacity Assessment ..... 11-4
- 11.3.2 Operations and Maintenance ..... 11-5
- 11.3.3 Repair, Replacement, and Rehabilitation ..... 11-6
- 11.3.4 FOG and Industrial Pre-Treatment..... 11-6
- 11.3.5 Staffing and Equipment..... 11-6
- 11.3.6 Design Standards and Testing..... 11-7
- 11.3.7 Emergency Response..... 11-7
- 11.3.8 Summary Table..... 11-7

11.4 CMOM Program Policy and Procedure Updates ..... 11-8

- 11.4.1 Formal Flow Monitoring Program ..... 11-8
- 11.4.2 Design and Construction Standards..... 11-9
- 11.4.3 Staffing ..... 11-9
- 11.4.4 Equipment ..... 11-10

11.4.5 Inspections and Cleaning .....	11-10
11.4.6 Modeling .....	11-10
11.4.7 Pipe Rehabilitation/Replacement.....	11-10

## **Chapter 12 Strategic Financial Plan .....12-1**

12.1 Wastewater System Revenue Requirements .....	12-1
12.2 Operation and Maintenance Costs.....	12-2
12.3 Capital Expenditures .....	12-3
12.3.1 Capital Improvement Projects.....	12-3
12.3.2 Existing Debt.....	12-4
12.4 Reserve Targets.....	12-5
12.5 Preliminary CIP Funding Strategy .....	12-6
12.5.1 Funding Sources .....	12-6
12.5.2 Current Revenue Capital Funding Capacity.....	12-6
12.5.3 Revenue Forecast .....	12-6
12.5.4 Projected Funding Capacity .....	12-7
12.6 Projected CIP Cash Flow .....	12-8
12.7 Summary of Projected Requirements and Rates .....	12-10
12.7.1 Projected Requirements and Rate Increases .....	12-10
12.8 Current and Projected Rates and Bills.....	12-11
12.9 Operating Cash Flow Forecast .....	12-12
12.10 Conclusions .....	12-15

## **Tables**

Table 1-1   Wastewater Master Plan Organization .....	1-1
Table 1-2   Estimated Households, Population, and Jobs within the Existing Wastewater Catchments.....	1-3
Table 1-3   Estimated Households, Population, and Jobs within New Wastewater Catchments .....	1-3
Table 1-4   Springfield Capital Improvements Program - Piping.....	1-5
Table 1-5   Springfield Capital Improvements Program – Pump Stations <sup>a</sup> .....	1-7
Table 1-6   Projected O&M Cost Summary (\$ Millions) .....	1-13
Table 1-7   Capital Improvement Plan (Inflated \$) .....	1-13
Table 1-8   Estimated Contingencies and Reserves (FY 2023-24).....	1-14
Table 4-1   Gravity Pipe Summary .....	4-5
Table 4-2   Force Main Summary.....	4-6
Table 4-3   Pump Station Summary.....	4-7

Table 5-1   SCS Type 1 A Rainfall Depths .....	5-3
Table 5-2   Updated Storm Depths Using CREAT Version 3.1, March 2021 .....	5-3
Table 6-1   Estimated Households, Population, and Jobs within the Existing Wastewater Catchments	6-2
Table 6-2   Estimated Households, Population, and Jobs within New Wastewater Catchments .....	6-7
Table 6-3   Existing City Zoning in Springfield UGB .....	6-8
Table 8-1   Wastewater Collection System Deficiencies .....	8-4
Table 8-2   Summary of Recommended Wastewater Collection System Improvements from CH2M Hill 2008 Master Plan .....	8-6
Table 8-3   Summary of City of Springfield Wastewater Projects Completed or Near Completed .....	8-8
Table 10-1   Springfield Capital Improvements Program - Piping .....	10-3
Table 10-2   Springfield Capital Improvements Program – Pump Stations <sup>a</sup> .....	10-5
Table 11-1   Comparison of Cities .....	11-4
Table 11-2   Inspection Schedules .....	11-5
Table 11-3   Cleaning Schedules .....	11-6
Table 11-4   Repair Replacement Goals .....	11-6
Table 11-5   Staffing and Major Equipment .....	11-7
Table 11-6   CMOM Comparison Summary .....	11-7
Table 11-7   Concrete Pipe Footage By Year Installed .....	11-11
Table 11-8   Priority Pipe Replacement .....	11-14
Table 11-9   Yearly Concrete Pipe Replacement Footage and Cost Estimate .....	11-20
Table 12-1   Projected O&M Cost Summary (\$ Millions) .....	12-2
Table 12-2   Capital Improvement Plan (Inflated \$) .....	12-3
Table 12-3   CIP Phasing by Category (\$ Millions) .....	12-4
Table 12-4   Estimated Contingencies and Reserves (FY 2023-24) .....	12-5
Table 12-5   Projected Revenue for Capital from Current Rates and SDCs .....	12-7
Table 12-6   Summary of Capital Cash Flows (\$ Millions) .....	12-8
Table 12-7   Current and Projected Local Wastewater Rates and Typical Bills <sup>a</sup> .....	12-11
Table 12-8   Summary of Projected Revenues, Requirements, Debt Service Coverage and Operating Balance (\$ Millions) .....	12-13

## Figures

Figure 1-1   Capital Improvement Program Piping and Pump Station .....	1-9
Figure 1-2   Projected Wastewater Rate Revenues, Requirements, and Operating Cash Reserves* ..	1-15
Figure 3-1   City of Springfield City Limits and UGB Extents .....	3-2
Figure 3-2   Regional Map of Oregon .....	3-3
Figure 3-3   Soil Types .....	3-4

Figure 4-1   City Wastewater System .....	4-2
Figure 4-2   Skeleton Model .....	4-3
Figure 6-1   Existing and Future Sewer Catchments in UGB .....	6-3
Figure 6-2   Verified Septic Tanks .....	6-4
Figure 6-3   Existing City Zoning.....	6-5
Figure 6-4   Middle Housing Restrictions .....	6-6
Figure 7-1   Typical Sources of Infiltration and Inflow .....	7-3
Figure 7-2   Schematic of Wastewater Flow Components.....	7-4
Figure 8-1   Sewer Collection System Deficiencies Map .....	8-5
Figure 8-2   Map of 70th Street and 72nd Street Pipeline Rehabilitation .....	8-9
Figure 8-3   Map S 37th Street, S 38th Street, Osage Street, and Janus Street Pipeline Extensions ...	8-10
Figure 10-1   Sewer Collection System CIP .....	10-6
Figure 11-1   Concrete Pipe Age .....	11-13
Figure 11-2   Concrete Pipe Problems.....	11-15
Figure 12-1   Projected CIP Cash Flow and Capital Reserves .....	12-9
Figure 12-2   Projected Wastewater Rate Revenues, Requirements, and Operating Cash Reserves* .....	12-10

## Appendix

- Appendix A Community Engagement Plan
- Appendix B MIKE+ Import Technical Memorandum
- Appendix C Model Updates
- Appendix D Historical Network Capacity Definition
- Appendix E City of Springfield CMOM Documentation
- Appendix F Pump Station Intergovernmental Agreement



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# Executive Summary

## 1.1 Purpose of the Wastewater Master Plan

The City of Springfield, Oregon (City) owns and operates a wastewater collection system serving the residents and businesses within its service area. The City has been proactive in updating its wastewater planning documents in recent years and is updating its Wastewater Master Plan (WWMP) to accommodate future growth and needed system improvements. This WWMP will support the City in meeting future conditions based on population and employment projections for the 20-year planning horizon (2045). The City’s previous WWMP was completed in 2008.

## 1.2 Approach

The WWMP includes the following major elements:

- Assessment of land use over the 20-year planning horizon, taking into account future development, recent Urban Growth Boundary (UGB) expansion and anticipated impacts from the House Bill 2001 by the Oregon Legislature in 2019 and Senate Bill 458 in the 2021 Oregon Legislature that allows middle housing and middle housing land divisions in the R-1 land use district.
- Development of dry weather and wet weather flows for the future conditions
- Capacity assessment for existing conditions and future planning horizon
- Development of capital improvement recommendations, project costs, and financial planning options for projects and maintenance required to maintain compliance with NPDES permit requirements and those projects recommended to expand into unserved areas within the UGB through the 20-year planning horizon
- Assessment of the City’s Capacity, Management, Operations, and Maintenance (CMOM) program and development of recommendations for policy and procedure updates to support effective preservation, replacement, and rehabilitation of the City’s wastewater collection network
- Development of a strategic financial plan for the City to initiate conversations with stakeholders around Capital Improvement Project phasing, funding sources, and associated likely rate impacts

## 1.3 Organization of the Wastewater Master Plan

The master plan is organized into 12 chapters, as described in **Table 1-1**. Detailed technical information and support documents are included in the appendices.

Table 1-1 | Wastewater Master Plan Organization

Chapter	Description
Chapter 1 – Executive Summary	Purpose and scope of the WWMP. Executive Summary.
Chapter 2 – Introduction	Introduction and background for the project.

Chapter	Description
Chapter 3 – Study Area	Overview of the existing system and key facilities. Description of the existing service area.
Chapter 4 – Existing System Description	
Chapter 5 – Basis for Planning	Regulations and design standard review for purposes of planning
Chapter 6 – Future Land Use Analysis	Assessment of 2045 / buildout condition land use for considering future development, septic system conversion to public collection, UGB expansion and anticipated impacts from HB 2001.
Chapter 7 – Wastewater Flow Projections	Develop future flow conditions derived from population and land use projections
Chapter 8 – Collection System Evaluation	Discussion of the system deficiencies for near-term and long-term planning horizons
Chapter 9 – Recommended Improvements	General overview of improvement recommendations
Chapter 10 – Capital Improvements Program	Improvement recommendations including cost opinions and time frame for implementation
Chapter 11 – CMOM Program	Assessment and recommendations of the City’s CMOM program
Chapter 12 – Strategic Financial Plan	Discussion of long-term funding plan that ensures adequate revenue to address the capital needs of the City

## 1.4 System Description and Service Area

Springfield’s wastewater collection system serves an estimated 69,000 people through approximately 27,000 residential, commercial, and industrial connections. The City owns and operates a large and complex wastewater collection system, including 16 pump stations and approximately 250 miles of pipelines varying from 6 inches to 60 inches in diameter. Along with the City of Eugene (COE), the City discharges to a regional collection and treatment system owned by the MWMC. The City’s collection system discharges to the MWMC East Bank Interceptor which discharges to the regional Water Pollution Control Facility (WPCF).

The existing wastewater collection system serves areas within Springfield’s current City limits. The UGB defines the areas to which the City Limits may extend in the future. The ultimate boundary for the flow projections within the WWMP comprises the UGB.

## 1.5 Wastewater Flow Projections

### 1.5.1 Population Projection

To provide a comprehensive analysis of the wastewater flow projections within the City’s wastewater conveyance system, four conditions were used to build the future condition scenario (2045). The four conditions are listed below:

- Impacts of development and redevelopment based on projected population and employment growth within the existing wastewater system (See **Table 1-2**).
- Impacts of development and redevelopment based on projected population and employment growth outside of the exiting wastewater system but within the UGB and an estimation of infiltration and inflow (I&I) in these areas (See **Table 1-3**).
- Impact to the City wastewater system based on the connection of verified septic tanks within existing wastewater catchments and within the urbanizable portion of the UGB. There are approximately 219 verified households that are not connected to the City’s wastewater collection

system, and instead are serviced by septic tanks. For planning purposes, the WWMP considers that the entirety of the UGB currently serviced by septic systems will be connected to the wastewater collection system within the planning horizon.

- Impacts from the assumed 3 percent growth in population density in R-1 land use districts due to HB 2001 (middle housing).

Table 1-2 | Estimated Households, Population, and Jobs within the Existing Wastewater Catchments

Year	Households	Population	Jobs
2020	24,107	60,992	25,766
2045	28,178	71,291	37,003

Table 1-3 | Estimated Households, Population, and Jobs within New Wastewater Catchments

Year	Households	Population	Jobs
2020	3,204	8,106	5,877
2045	3,926	9,933	9,212

## 1.5.2 Wastewater Flow Projection

Projected wastewater flows are made up of three components: dry weather flows (DWF), groundwater infiltration (GWI) and rainfall-dependent infiltration/inflow (RDII). DWF is the average wastewater flow from residential, commercial, industrial and institutional sources. GWI is groundwater entering the collection system unrelated to a rain event. RDII is storm water that enters the collection system through I&I.

The City has an on-going flow monitoring program that collects measured flow data and the corresponding rainfall. During dry weather, the flow monitoring measurements show that for most of the system, GWI is negligible in the City’s service area. Therefore, the hydraulic model does not include a GWI component. The wet weather flow was calibrated using rainstorm events from four measured events:

- October 16 – 27, 2017
- November 12 – 22, 2017
- April 1 – 14, 2018
- January 15 – 29, 2019

The hydrologic parameters used in the model calibration and validation were used for the near-term condition and long-term condition wet weather flow predictions. This means the rainfall applied to the system in the calibration period behaves the same in the existing and future conditions.

The flow projections developed for this WWMP are based on flow factors derived from flow monitoring data and the City’s land use database. As noted previously, during dry weather, the flow monitoring measurements show that for most of the system, GWI is negligible in the City’s service area. Equivalent populations, figured with employment numbers, were calculated for existing and future services areas. Unit flows were figured from flow data for existing services areas and applied to future equivalent population growth in those areas. For future service areas within the UGB, a unit flow of 100 gallons per equivalent population was used for DWF.

For the wet weather component of the wastewater flow, the system must be able to collect and convey the peak wet weather flow contribution generated by the winter 5-year, 24-hour duration storm event. Total peak wastewater flow is calculated by combining the maximum day DWF with the wet weather flow derived from a modeled design storm with the peak of the storm occurring at the same time as the peak of the dry weather component. By modeling peak wastewater flow in this manner rather than relying directly on peak flow data from field measurements, the collection system model can simulate severe, but potentially real, operating conditions. The capacity of the collection system is then evaluated under those worst-case conditions. For future service areas (or catchments), a rate of 2,000 gallons per acre per day (gpad) was used for estimating I&I.

## 1.6 Wastewater System Analysis

The existing wastewater system was evaluated for existing (2020) and future conditions (2045), both during DWF and wet weather flow to identify capacity restrictions. The goal of the analysis was to identify areas where wastewater surcharging has potential to occur during the estimated peak hour 5-year, 24-hour rain event under existing and future conditions.

Problem areas in the gravity collection piping were identified by using the water surface level in the piping compared to the pipe diameter, or d/D ratio. Where flows exceed a d/D of 0.75, the piping was identified for further analysis to determine the cause. The maximum daily flow (q) versus capacity of the piping (Q) was also analyzed to determine if the piping is capacity limited or if backwater effect is occurring from a downstream condition causing the high d/D. If the q/Q is greater than 0.75 then the pipe was identified as capacity limited.

Pump stations that exceed the firm capacity (defined as the largest pump out of service) were identified as deficient. In addition, velocities for the pump station force mains were evaluated to determine whether they exceeded a maximum value of eight feet per second (fps).

## 1.7 Wastewater Plan Recommendations

The recommended improvements for Springfield's collection system address the collection system deficiencies from the model analysis discussed above for the existing (2020) and future (2045) peak flow conditions. In addition, projects identified in the prior 2008 Master Plan that have not yet been completed and are still a potential concern, are addressed. The projects are divided by near term (0-5 years), intermediate term (6-10 years), and long term (11-20 years) timeframes based on the severity of the capacity restriction and input from City staff. New pipes have been sized to meet the 2045 peak design flows. The projects are listed in order of priority in **Table 1-4** below and have been assigned an identifier for tracking.

Pump stations are identified as needing improvement if they do not meet firm capacity or do not meet velocity requirements. **Table 1-5** below lists pump station project priorities and have been assigned an identifier for tracking.

**Figure 1-1** in the Plan shows the locations of the projects.



Table 1-4 | Springfield Capital Improvements Program - Piping

# on Map	CIP	Type	Exist. Dia (in)/ Capacity (gpm)	Proposed Dia (in)/ Capacity (gpm)	Length (ft)	Description	Comments	Priority	Timeline	Modeling/ Planning	Construction Cost	50% Engineering, Admin, Contractor Markup	30% Contingency	Total Cost
1	South Springfield #1	Capacity for future flows. Study/Additional modeling.	12	15	800	Upgrade PVC gravity sewer along S 2nd St south of SR 126 from MH 665196 to 665216.	High priority. Pump station is planned to be built in the near future and development will follow, though no large subdivisions are expected to occur. A study/model under buildout conditions should be conducted before designing.	Near Term	0-5yr	\$ 50,000	\$ 500,000	\$ 250,000	\$ 225,000	\$ 1,025,000
2	Mid-Springfield #3	Capacity for existing and future flows.	10	12	910	Upgrade PVC gravity sewer along Olympic St. from MH 20977 to 20969.	High priority since existing d/D is greater than 0.8 and relatively low impact construction.	Near Term	0-5yr	-	\$ 490,000	\$ 245,000	\$ 221,000	\$ 956,000
3	Gateway #4	Backwater from tie-in with larger pipe.	10	10	610	Install new drop connection MH at Node 26217 at Shelley St. and Don St. Regrade upstream piping on Shelley St. to MH 22870.	Suspected cross-connection in this area causing capacity issues. Drop connection needed for tie-in with 42-inch diameter piping.	Near Term	0-5yr	-	\$ 318,000	\$ 159,000	\$ 143,000	\$ 620,000
4	North Springfield #2	Capacity for existing and future flows.	10	12	1900	Upgrade PVC gravity sewer along Marcola Rd. by Kingsford Manufacturing from MH 21059 to 21063.	Area likely to be at full buildout already.	Near Term	0-5yr	-	\$ 1,029,000	\$ 515,000	\$ 463,000	\$ 2,007,000
5	Mid-Springfield and 21st Street PS	Study/Additional modeling.	-	-	-	Additional investigation and model update for sewer basin from G St. to D St. and 20th St. to 28th St. Pump station at E St. and 21st St.	The model drainage basin for pump station needs refinement and 15-inch sewer main needs to be added to model.	Near Term	0-5yr	\$ 75,000	-	-	-	\$ 75,000 <sup>a</sup>
6	Downtown #4	Study/Additional modeling.	-	-	-	Additional investigation and model update for sewer basin between Kelly Blvd. & Pioneer Parkway W and E St. & C St.	New sewerline on W D Street may be required. Service laterals crossing private property. There are a lot of problems in the area and the piping is not well mapped out requiring further investigation.	Intermediate Term	6-10 yr	\$ 75,000	-	-	-	\$ 75,000 <sup>a</sup>
7	Gateway #1	Study/Additional modeling.	-	-	-	Additional investigation and model update for Harlow Rd. PS inlet pipe and 8" dia. pipe section (Pipe No. 22949_26230) on Don St. located north of Lochaven Ave.	Inlet to Harlow PS backing up due to PS wetwell operation. Also an 8" pipe connected between an 18" pipe and a 48" pipe on Don Street needs to be investigated further.	Intermediate Term	6-10 yr	\$ 50,000	-	-	-	\$ 50,000 <sup>a</sup>

# on Map	CIP	Type	Exist. Dia (in)/ Capacity (gpm)	Proposed Dia (in)/ Capacity (gpm)	Length (ft)	Description	Comments	Priority	Timeline	Modeling/ Planning	Construction Cost	50% Engineering, Admin, Contractor Markup	30% Contingency	Total Cost
8	North Springfield #1b	Capacity for existing and future flows.	10	12	650	Upgrade PVC gravity sewer behind shopping center area to the southeast of interchange at SR 126 and Mohawk Blvd. from MH 21523 to 21526.	Peak flows are nearing capacity of piping for existing and future conditions.	Intermediate Term	6-10 yr	-	\$ 360,000	\$ 180,000	\$ 162,000	\$ 702,000
9	Harbor Drive	Future Service Extension		8 (gravity)/ 5 (force main)	7818	Service requirements: 1) new "Harbor Drive" PS equipped with 2 pumps each with 145 gpm capacity. 2) 134 ft of 5-inch to extend existing "dry pipe" force main 3) 7684 ft of 8-inch pipe to service entire neighborhood.	Most cost effective solution makes use of the existing "dry pipe" force main in place north of the neighborhood.	Intermediate Term	6-10 yr	-	\$ 3,949,000	\$ 1,975,000	\$ 1,777,000	\$ 7,701,000
10	Thurston #1	Capacity for future flows.	12-18	15-21	5180	Upgrade concrete pipe and PVC gravity pipe along SR 126 between 60th Pl and S 71st St. From MH 24304 to 25041.	Lower priority triggered by future growth. Monitor growth. Diversion to A Street sewer main (upgraded) should be considered first. Identified in prior sewer plan as needing to be upgraded for existing and future peak flows.	Long Term	11-20 yr	-	\$ 3,225,000	\$ 1,613,000	\$ 1,451,000	\$ 6,289,000
11	North Springfield #1a	Capacity for existing and future flows.	12	15	1110	Upgrade concrete gravity sewer north of interchange at SR 126 and Mohawk Boulevard from MH 21610 to 21618.	Peak flows are nearing capacity of piping for existing and future conditions. Identified in prior sewer plan as needing to be upgraded for existing peak flows.	Long Term	11-20 yr	-	\$ 670,000	\$ 335,000	\$ 302,000	\$ 1,307,000
12	Gateway #2	Capacity for future flows.	15	18	920	Upgrade concrete gravity sewer along Gateway Street from MH 22309 to 23277.	Peak flows are nearing capacity of piping for future conditions.	Long Term	11-20 yr	-	\$ 606,000	\$ 303,000	\$ 273,000	\$ 1,182,000
13	North Springfield Trunk (Vera Area)	Future Service Extension	-	8, 12	9583	Serves the development east of the new Vera Pump Station along Hayden Bridge Road.		Long Term	11-20 yr	-	\$ 5,144,000	\$ 2,572,000	\$ 2,315,000	\$ 10,031,000
									Subtotal 0-5 yr	\$ 125,000	\$ 2,337,000			\$ 4,683,000
									Subtotal 6-10 yr	\$ 125,000	\$ 4,309,000			\$ 8,528,000
									Subtotal 11-20 yr	\$ -	\$ 9,645,000			\$ 18,809,000
									Total	\$ 250,000	\$ 16,291,000		\$ 32,020,000	\$ 32,020,000

<sup>a</sup> Total Cost is unknown until a solution is found during the additional modeling study is completed.

Table 1-5 | Springfield Capital Improvements Program – Pump Stations<sup>a</sup>

# on Map	CIP	Type	Peak Existing Flow (gpm)	Peak Future Flow (gpm)	Existing Firm Capacity (gpm) <sup>b</sup>	Proposed Firm Capacity (gpm)	Description	Comments	Priority	Timeline	Construction Cost	50% Engineering, Admin, Contractor Markup	30% Contingency	Total Cost
13	Deadmond Ferry PS	Pump Station Upgrade for existing and future flows.	997	1046	833	1050	Located east of Game Farm Road and Maple Island Road. Upgrade existing pumps.	Near future growth is expected in the area. Cost reflects pump station replacement but may be less if only pumps need to be replaced or modified. Flow monitoring suggested prior to preliminary design.	Near Term	0-5yr	\$ 2,782,000	\$ 1,391,000	\$1,252,000	\$ 5,425,000
14	Nugget Way PS	Pump Station Upgrade for existing and future flows.	853	853	597	850	Located at E 19th Avenue and Nugget Way. Upgrade existing pumps.	Near future growth is expected in the area. Cost reflects pump station replacement but may be less if only pumps need to be replaced or modified. Flow monitoring suggested prior to preliminary design.	Near Term	0-5yr	\$ 2,318,000	\$ 1,159,000	\$1,043,000	\$ 4,520,000
15	River Glen PS	Pump Station Upgrade for existing and future flows.	Not in model	Not in Model	490	660	Located northwest of intersection of McKenzie Crest Drive and Royal del Lane Upgrade existing pumps.	Identified in prior sewer plan. Was not in current City model. A flow study/model should be conducted before designing. Cost reflects pump station replacement, but may be less if only pumps need to be replaced or modified.	Intermediate Term	6-10 yr	\$ 1,854,000	\$ 927,000	\$ 834,000	\$ 3,615,000
16	Hayden Lo PS	Pump Station Upgrade for existing and future flows.	Not in model	Not in Model	290	490	Located northwest of intersection of W Street and 31st Street Upgrade existing pumps.	Identified in prior sewer plan. Was not in current City model. A flow study/model should be conducted before designing. Cost reflects pump station replacement, but may be less if only pumps need to be replaced or modified.	Intermediate Term	6-10 yr	\$ 1,623,000	\$ 812,000	\$ 731,000	\$ 3,166,000
17	Peace Health PS and Force main	Pump Station for future extension.	Not in model	240	NA	240	Future pump station located in the North Gateway area west of McKenzie River.	Identified in prior sewer plan. To serve PeaceHealth and Riverbend Campus development.	Long Term	11-20 yr	\$ 2,076,000	\$ 1,038,000	\$ 934,000	\$ 4,048,000
18	North Gateway PS and Force main	Pump Station for future extension.	Not in model	480	NA	480	Future pump station(s) located and 1,700 feet of 6" force main in the North Gateway area.		Long Term	11-20 yr	\$ 2,236,000	\$ 1,118,000	\$1,006,000	\$ 4,360,000
19	28th Street PS and Force main	Pump Station for future extension.	Not in model	780	NA	780	Future pump station(s) located at the south end of 28th Street.		Long Term	11-20 yr	\$ 1,098,000	\$ 549,000	\$ 494,000	\$ 2,141,000
										Subtotal 0-5 yr	\$ 5,100,000			\$ 9,945,000
										Subtotal 6-10 yr	\$ 3,477,000			\$ 6,781,000
										Subtotal 11-20 yr	\$ 5,410,000			\$ 10,549,000
										Total	\$ 13,987,000			\$ 27,275,000

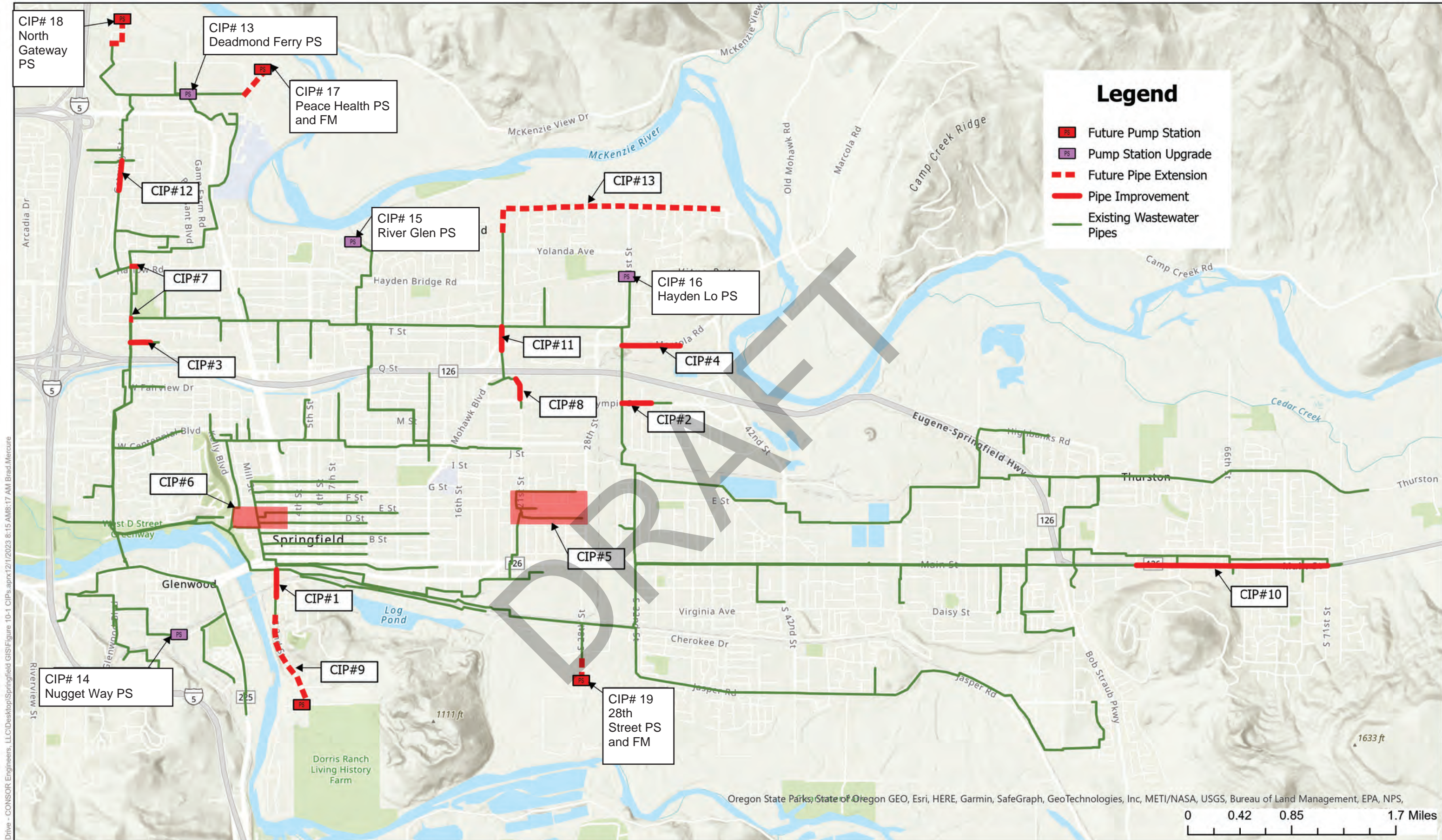
<sup>a</sup> The COE has reviewed and approved the projects listed in Table 10-2. Please see Section 11.2.4 for description of the inter-governmental agreement between Eugene and Springfield for pump station maintenance.

<sup>b</sup> From Eugene/Springfield Pump Station Information Spreadsheet

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 November 2023



### City of Springfield, OR Wastewater Master Plan

**Figure 1-1  
Capital Improvement Program  
Piping and Pump Station**



## 1.8 CMOM Program

The CMOM program for the City's wastewater collection system was assessed, and recommendations for policy and procedure updates to support effective preservation, replacement, and rehabilitation of the City's wastewater collection network were provided as part of this Plan. The assessment is based on a review of existing City policies and procedures with City staff, in comparison to the CMOM practices of similarly sized utilities, general industry best practices, and pertinent state and federal regulatory requirements.

CMOM is an industry accepted approach applied by agencies around the country to adaptively manage their wastewater collection infrastructure. In May 2014, the MWMC adopted a regional CMOM Framework Document and directed its partner agencies to develop local CMOM programs to address the ongoing effort to reduce I&I in both the public and private wastewater collection systems with a proactive and continuous approach. In 2015, Springfield Development and Public Works staff drafted a CMOM implementation plan (see **Appendix D**).

The Development and Public Works Department's Operations Division is responsible for maintaining the wastewater collection system. The City currently has nine full-time employees (FTEs) for collection system maintenance with eight field staff. Staff are trained through an apprenticeship program. Currently, there is not a fully trained repair crew for the collection system. In accordance with a long-standing intergovernmental agreement (IGA) with the COE, Springfield's pump stations are operated and maintained by Eugene's Public Works Department, which budgets for one FTE for Springfield's pump stations.

Springfield's CMOM program was compared to two similar sized municipalities that are part of a regional sanitary sewer district that provides service for treatment and interceptors. The review demonstrated that Springfield's CMOM program is comparable to those of the other cities in the analysis. However, at this time, Springfield does not have a target for replacing or rehabilitating piping as compared to the other cities which did have targets. Springfield cleans their entire system on a more frequent basis than the other cities despite having fewer vacuum trucks for the size of the system. Finally, Springfield has fewer staff for their size collection system compared to the other cities.

The following list provides recommendations/updates for Springfield's CMOM program:

- It is recommended that Springfield finalize their CMOM Program document drafted in 2015.
- It is recommended that the City adopt a formal flow monitoring program to assist with capacity assessments.
- It is recommended that the City update the following policies and procedures
  - The City's sewer design standards should include a reference to the plumbing code for private laterals or side sewers.
  - The City's sewer design standards should include references to the City's Industrial Pre-treatment and best management practices (BMP) programs
  - The City should amend Springfield Development Code 4.3.105 and/or the EDSPM to establish collection system capacity standards based on the water level (d) versus the pipe diameter (D):
    - $d/D > 0.75$  for existing piping
    - $d/D = 0.5$  for new piping design flows

- It is recommended the City use the future condition model discussed in **Section 5.4** for future development capacity analysis.
  - It is recommended that the City review the impacts of HB2001 on land use, densification, and increase in sewer flows on a more frequent basis, i.e., every 5-years.
  - It is recommended that the City’s Design Standards for pump stations include a reference to the requirements from Oregon Department of Environmental Quality (DEQ) in Oregon Administrative Rules (OAR) 340, Division 52, and the DEQ publication “Oregon Standards for Design and Construction of Wastewater Pump Stations”.
  - The IGA between Springfield and COE was signed in August of 2000. It is recommended that the document be reviewed and updated as needed.
- To implement the Cleaning and Inspection Program with two vacuum trucks and two closed caption television (CCTV) trucks operating daily for the wastewater and stormwater collection systems per the City’s goal, the City would require two additional FTEs.
  - The staffing evaluation related to a construction/repair crew is based on the City’s preference for providing more pipe repair/replacement capability. If the City is going to implement an ongoing pipe repair/replacement program, it would require four FTEs with dedicated equipment to perform this work compared to contracting it out.
  - Springfield’s two CCTV trucks and camera equipment are obsolete and need to be replaced. It is recommended that the City purchase two new CCTV trucks with the latest technology.
  - The City does inspect manholes (MHs) regularly, but it is recommended that a more formal MH inspection program be outlined in the CMOM plan with a check sheet, mapping, and a regular cycle to inspect the whole system.
  - Since the City’s collection system is interconnected with COE’s and the MWMC’s, it is recommended that the City’s model analysis be done in conjunction with any regional models that are available.
  - It is recommended that the City adopt a target to replace sewer collection piping based on the useful life of the piping. The recommended average number of feet per year that would need to be replaced or rehabilitated is approximately 12,500 feet over a 50-60 year period. The cost would range from \$4.8-\$12.1 million per year depending on whether full replacement or rehabilitation (i.e. lining existing pipe) is done.

## 1.9 Strategic Financial Plan

The WWMP includes a Strategic Financial Plan (SFP) to estimate future available funding sources for capital projects and to project potential changes to the City’s local wastewater rates that may be needed to support WWMP recommendations and fund ongoing operations, maintenance, and capital replacement costs. The building blocks of the SFP include projections of available revenues (from existing rates and projected rate increases) and costs or “revenue requirements” that the City will incur during the 20-year planning period.

The SFP provides important information for decision-makers to help define expectations related to future capital financing needs and associated wastewater rate increases. Because circumstances and priorities

change, these projections typically vary (at least marginally) from approved annual budgeting and rate-setting decisions. Prospective financial and rate planning will involve regularly updating revenue requirement projections in the context of changing economic and credit market conditions, more refined cash flows and cost estimates, and other factors. Accordingly, the SFP elements discussed are intended to serve as a benchmark and reference for the City’s prospective budgeting, capital planning, and rate setting decisions. Future updating of the SFP is facilitated by a 20-year cash flow forecasting model that was developed to support this effort.

The WWMP identifies approximately \$60 million in pump station and sewer line projects (in 2023 dollars) over the planning period. Additional improvements (estimated to be about \$93 million) are for wastewater repair and local sewer extensions, and to address I&I and other issues identified through the City’s CMOM program. To implement the capital and CMOM improvements, additional staffing and equipment will also be required over the planning period.

### 1.9.1 Wastewater System Revenue Requirements

The SFP includes projections of annual revenue requirements that the City will incur for the wastewater system during the 20-year planning period. The primary components of wastewater system revenue requirements are:

- Operating & Maintenance (O&M) costs – The O&M costs include all costs associated with operating and maintaining the system, including personnel (salary and benefits) costs, materials and services costs, and internal service charges.
- Capital expenditures – Funding for capital improvements in the form as annual “pay-as-you-go” (PAYGO) funding from current revenue sources and debt service expenses (principal and interest) on long-term debt used to finance prior investments and future capital improvements.
- Reserves – Annual contingencies and reserves needed to maintain system financial integrity and service reliability, and rate stability. Designated cash reserves benefit the system by strengthening credit quality (supporting more favorable borrowing terms) and the City’s ability to address unforeseen emergencies.

The following tables summarize the estimated operations and maintenance costs (**Table 1-6**), estimates for the capital improvement plan (**Table 1-7**) and the specific operating and capital reserves estimated for the current fiscal year (**Table 1-8**).

Table 1-6 | Projected O&M Cost Summary (\$ Millions)

Category	Current Budget 2023-24	Projected (Fiscal Year)			
		2028-29	2033-34	2038-39	2043-44
<b>Current Budget Levels</b>					
Salary Expenses	\$2.24	\$2.79	\$3.40	\$4.13	\$5.03
Benefits	0.70	0.85	1.03	1.25	1.53
Material & Services	1.40	1.66	1.97	2.34	2.78
Internal Service Charges	0.84	1.00	1.18	1.40	1.67
Subtotal	\$5.17	\$6.29	\$7.58	\$9.13	\$11.00
<b>Project Delivery &amp; CMOM Program</b>					
Salary Expenses	\$0.00	\$0.55	\$0.66	\$0.81	\$0.98
Benefits	-	0.23	0.29	0.35	0.42
Material & Services	-	0.05	0.06	0.07	0.08
Subtotal	\$0.00	\$0.83	\$1.01	\$1.22	\$1.49
<b>Total O&amp;M</b>	<b>\$5.17</b>	<b>\$7.12</b>	<b>\$8.59</b>	<b>\$10.35</b>	<b>\$12.48</b>

Table 1-7 | Capital Improvement Plan (Inflated \$)

Category	Total Cost 20-Year <sup>a</sup>	Estimated Growth Share <sup>b</sup>
<b>CMOM Planning &amp; Implementation</b>		
Wastewater Repair	\$ 14,634,735	--
CMOM Planning & Implementation	110,730,093	--
Local Sewer Extensions	13,383,968	--
Harbor Drive Pump Station	1,035,000	--
Equipment	816,780	--
Subtotal	\$ 140,600,577	
<b>Master Plan Improvements</b>		
<b>Pipe Projects</b>		
South Springfield #1	\$ 1,178,348	100%
Mid-Springfield #3	1,108,718	15%
Gateway #4	687,405	15%
North Springfield #2	2,352,422	15%
Mid-Springfield and 21st Street PS	83,154	15%
Downtown #4	89,076	15%
Gateway #1	61,463	15%
North Springfield #1b	924,400	15%
Harbor Drive	9,710,502	100%
Thurston #1	9,099,067	50%
North Springfield #1a	2,039,943	50%
Gateway #2	1,876,747	50%
North Springfield Trunk (Vera Area)	18,214,036	100%
<b>Pump Stations</b>		
Deadmond Ferry PS	6,170,985	35%
Nugget Way PS	5,320,146	50%
River Glen PS	4,145,436	15%

Category	Total Cost 20-Year <sup>a</sup>	Estimated Growth Share <sup>b</sup>
Hayden Lo PS	4,442,105	15%
Peace Health PS and Force main <sup>c</sup>	6,116,806	100%
North Gateway PS and Force main <sup>c</sup>	7,057,508	100%
28 <sup>th</sup> Street PS and Force main <sup>3</sup>	3,712,464	100%
Subtotal	\$ 84,390,732	
<b>Total</b>	<b>\$ 224,991,309</b>	

<sup>a</sup> Includes 3.5% annual inflation based on 20-year average growth in construction costs as calculated from data published by the ENR.

<sup>b</sup> Preliminary estimate of project costs that expand capacity for future growth, as estimated by the City. Capacity-increasing costs are eligible for funding through SDCs.

<sup>c</sup> Needed for future development, but likely funded directly by developers.

Table 1-8 | Estimated Contingencies and Reserves (FY 2023-24)

Category	FY 2023-24 Estimated (\$ Millions)
<b>Operating</b>	
Operating Reserve <sup>a</sup>	\$2.12
Working Capital Reserve	0.08
Rate Stability Reserve	2.00
Contingency	0.15
General Operating Reserves	2.01
<b>Subtotal Operating</b>	<b>\$ 6.36</b>
<b>Capital</b>	
Minimum Capital Reserve	\$ 4.00
General Capital Reserve	4.61
SDC – Reimbursement	7.90
SDC – Improvement	3.10
<b>Subtotal Capital</b>	<b>\$ 19.62</b>

<sup>a</sup> 150 days of operating expenses

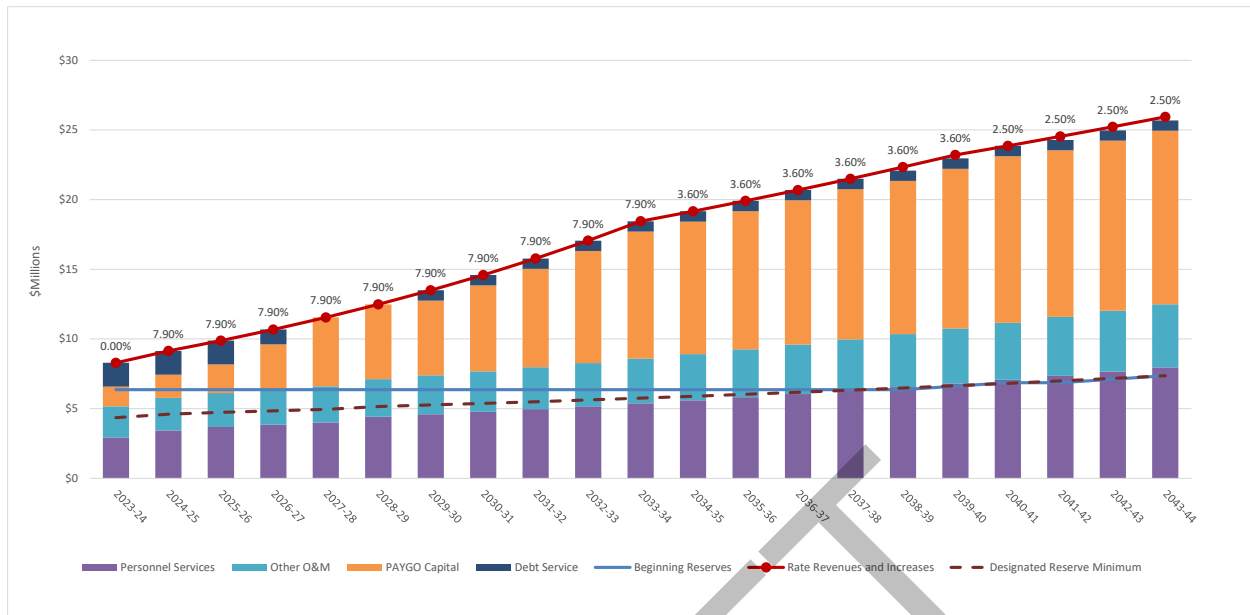
## 1.9.2 Projected Requirements and Rate Increases

The SFP is designed to provide a framework for the City to initiate conversations with stakeholders around CIP phasing, funding sources and associated rate impacts. The capital funding strategy contained herein relies on a combination of PAYGO funding from rates and SDCs, utilization of undesignated capital reserves, limited long-term debt financing to address larger-scale improvements, and direct developer funding to pay for the estimated \$225 million in capital projects over the next 20 years. While the City will continue to explore grant funding opportunities, no specific grants have been identified for CIP projects.

The SFP forecasting model was developed as a tool to project system revenue requirements and determine needed wastewater rate adjustments to meet those requirements, in accordance with the capital funding strategy and financial reserve targets described previously. **Figure 1-2** shows the projections of O&M and rate-supported (i.e., PAYGO) capital expenditures and operating reserves over the planning period, and the annual rate revenues (and percent increases), projected to meet the planned expenditures and designated reserve targets. The growth in revenue requirements is attributed to ongoing increases in O&M expenses (both inflationary and additional staffing requirements), as well as PAYGO capital funding.



Figure 1-2 | Projected Wastewater Rate Revenues, Requirements, and Operating Cash Reserves\*



\*Excludes SDC revenue and capital-related reserves

As shown in **Figure 1-2** a series of rate increases will be necessary to generate adequate revenues to support the CIP, and to fund ongoing operation and maintenance costs. Notably, because of the need to build revenue capacity to support the additional staffing associated with the CMOM program in the short-run and assuming a capital funding plan focused on building PAYGO capacity for asset management needs, the pace of rate increases is projected to be greatest in the first half of the planning period. During these years, system-wide rate increases are projected to exceed assumed general cost inflation (3.5 percent) and result in a more than doubling of the FY 2023-24 rates. As shown in **Figure 1-2**, projected annual rate increases are as follows:

- FY 2023-24 – No additional rate increase in the current year. The City had a two (2) percent increase at the beginning of the FY.
- FY 2024-25 through FY 2033-2034 = 7.9 percent.
- FY 2034-35 and beyond – inflationary increases in the range of 2.5 percent to 3.6 percent.

The projected rate adjustments are based on customer growth and water use trends, as well as the initial capital funding strategy. Future financial and CIP planning may give rise to re-evaluation of planned capital funding sources (e.g., use of debt vs. current revenues) as CIP costs, cash flows and credit market conditions change over time. The SFP is intended to provide a framework for the City to begin conversations around project phasing, funding sources and associated rate impacts.

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# Introduction

## 2.1 Background

The City of Springfield's (City') wastewater system collects, conveys, and treats sanitary wastewater from residential, commercial, and industrial customers within the City's Urban Growth Boundary (UGB). Today, the Springfield wastewater system provides sanitary service to an estimated 69,000 people through approximately 27,000 connections. The City of Springfield operates a large and complex wastewater collection system and is responsible for maintaining and operating 16 pump stations and 250 miles of pipelines varying from 6 inches to 60 inches in diameter. As part of the City's Capacity, Management, Operations and Maintenance (CMOM) program, the City operates, maintains, inspects, and cleans the collection system.

Along with the City of Eugene (COE), Springfield discharges to a regional collection and treatment system owned by the Metropolitan Wastewater Management Commission (MWWMC). Springfield's collection system discharges to the East Bank Interceptor which discharges to the regional Water Pollution Control Facility (WPCF).

As part of the discharge permit for the regional facilities, all three entities must create and follow a CMOM program. The CMOM programs address collection system maintenance and reduction of infiltration and inflow (I&I) using cost effective solutions. The Wastewater Master Plan (WWMP) update includes a review of the current CMOM program and recommendations to manage the wet weather flows from Springfield.

The WWMP update identifies near-term and long-term capacity constraints and identifies the system improvements necessary to meet the City's projected population and employment growth through the 20-year planning horizon. The hydraulic model used in the WWMP update was originally developed as part of the 2008 WWMP and has been kept up to date by the City using the current inventory of network and current measured flow data.

The City's previous WWMP was completed in 2008. Since that time, the City has constructed all identified rehabilitation and preservation capital improvement projects, and several upgrade and expansion projects identified to support growth. The City's hydraulic model has been updated to reflect these changes. This WWMP was prepared to update the analysis of the collection system and evaluate future needs of the City.

Goals for the WWMP Update are to identify wastewater collection system facility enhancements and expansion (capital improvements) necessary to serve the community's wastewater needs through the 2045 planning year in order to:

- Protect the health of community members in the City's service area.
- Protect water quality and the environment.
- Eliminate sanitary sewer overflows (SSOs) to the extent practicable.
- Guidance for developers.
- Document current CMOM program and procedures.

- Recommend policy and procedure updates to address regular maintenance of the collection system.
- Address the rehabilitation and replacement schedule for aging pipes and MHs in the collection system.

## 2.2 Community Engagement

In April 2022, Springfield’s Planning Commission, acting in its capacity as Springfield’s Committee for Citizen Involvement, reviewed and provided input on a Community Engagement Plan for this update to Springfield’s WWMP. Designed with the general public, development and engineering community, decision-makers, and the project team in mind as the intended audience, the Community Engagement Plan has served as a guide for providing adequate opportunities for interested and affected parties, together with the project team, to provide meaningful input and feedback to one another (see **Appendix A**).

In accordance with the Community Engagement Plan, this project used the following outreach and engagement tools:

- Webpage – launched to provide project information in a visual and easy-to understand way in one location.
- Frequently Asked Questions (FAQs) – created and posted on project webpage to share key messages, project information, and answer common questions.
- Survey – developed and distributed electronically to seek input on the prioritization of recommended capital improvements.
- Newsletter Articles, E-Updates, and Social Media Posts – utilized to share project information and opportunities to provide project input, including:
  - MWMC electronic newsletter
  - Development and Public Works electronic newsletter
  - Springfield Utility Board bill insert
  - City and MWMC social media channels (Facebook, Instagram, Twitter)
  - Direct emails to permitted industries and community members who have expressed interest in related Development and Public Works projects
- Public Hearing – facilitated with the Springfield City Council to allow for testimony prior adoption of the WWMP.

# Study Area

Developing a long-range wastewater collection management plan for the City requires that a number of local factors be considered, including land use, climate, precipitation, soils, and topography. This information is summarized below for the area to be served by the City's wastewater system (all land within the UGB).

## 3.1 Existing and Future Service Area

The existing wastewater collection system serves areas within the current City limits. The UGB defines the extent to which the City Limits may extend in the future. The ultimate boundary for the flow projections within the WWMP comprises both the existing City Limits and the UGB. **Figure 3-1** presents a map of the City Limits and the UGB.

## 3.2 Location and Topography

Springfield, Oregon is located within Lane County and directly east of Eugene, Oregon. The boundary between Springfield and Eugene is delineated by Interstate 5, which forms the western boundary of Springfield. Springfield is bordered by the McKenzie River to the north and the Willamette River to the South. Reviewing the city's geographic information system (GIS) files, elevations within City range from approximately 500 feet to 1,500 feet above sea level with an average elevation of 456 feet. The City covers approximately 15.75 square miles. **Figure 3-2** presents a regional map of Oregon showing the location of the City.

## 3.3 Climate

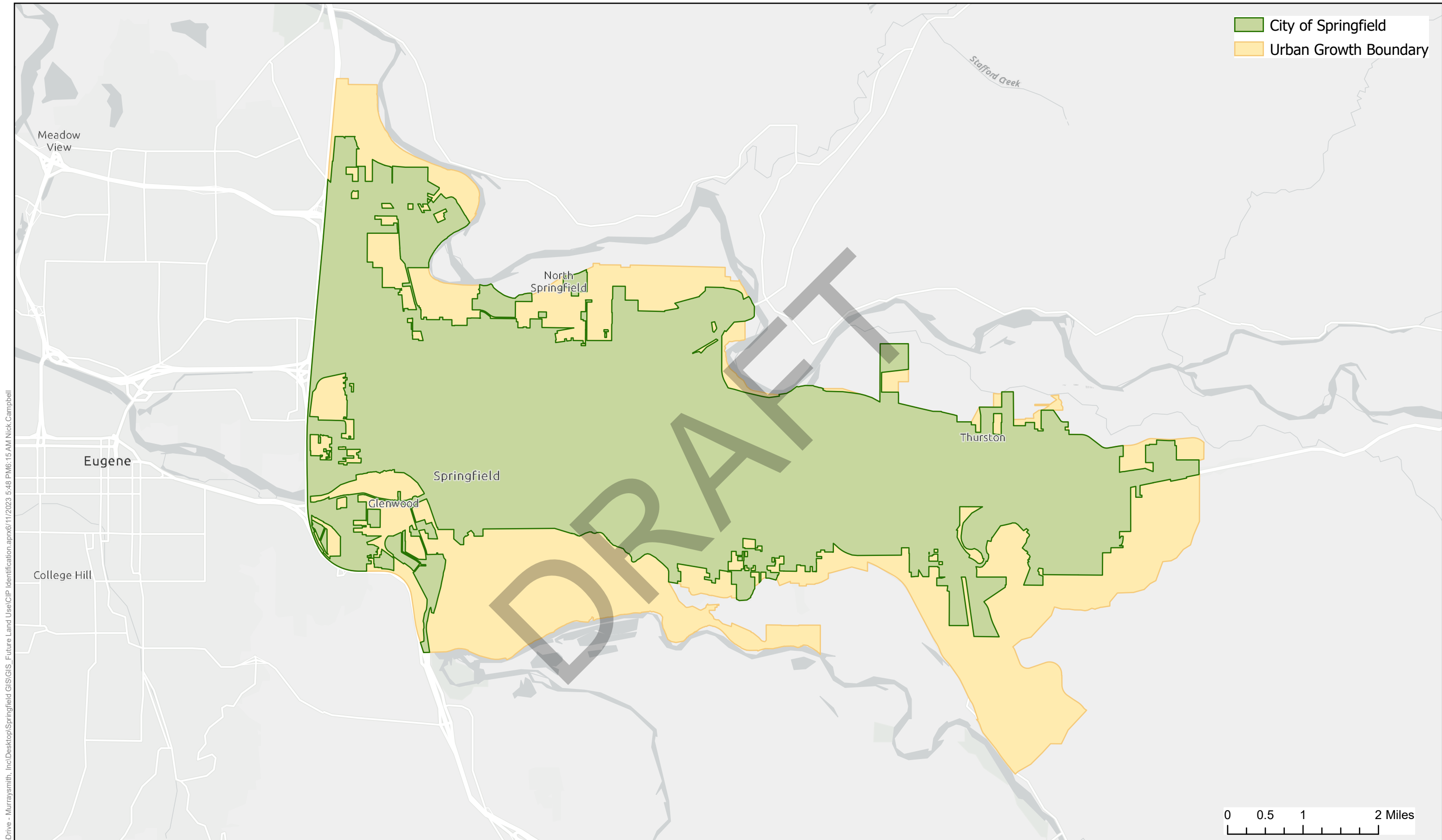
The climate within the City is typical for the Willamette Valley Region. Winters are typically rainy and overcast while summers are warm and dry. Temperatures remain moderate throughout the year, only dipping below 30°F or rising above 90°F on occasion. The City receives an average of 157 rainy days and 50-inches of total rainfall every year. Approximately half of the total rainfall occurs during the wet season between November to January. The dry season occurs from July to August.

As with most of the Pacific Northwest, rainfall events are becoming more intense during the winter months and the summers are becoming hotter and drier. The changes in rainfall intensity are taken into account for the future wet weather wastewater flow,

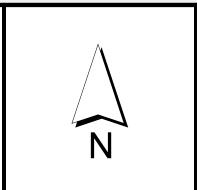
## 3.4 Soils

The soils within the Willamette Valley are indicative of the Missoula Floods, which occurred during the Ice Age and deposited multiple layers of sedimentary soils onto the valley floor. The National Resource Conservation Service (NRCS) Soil Surveys show that a large portion of the soils in the City are loams, including urban land complex (~26%), silty clay loams (~17.5%), cobbly silty clay (~6.5%), general fluvents (~6%), sandy loam (~6%), cobbly silty clay loam (~5%), silt loam (~5%), loam (~5%), water (~4%), gravelly sandy loam (~2.5%), gravelly silt loam (~2%), and others. All soil data was obtained from the NRCS soil survey study, a summary of which is found in **Figure 3-3**.





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**City of Springfield, OR  
Wastewater Master Plan**

**Figure 3-1  
City of Springfield  
and UGB Extents**



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Modoc National Forest, Humboldt, GSA, Geoland, FEMA, Intermap and the GIS user community

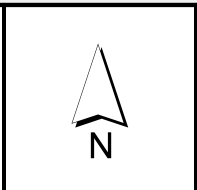
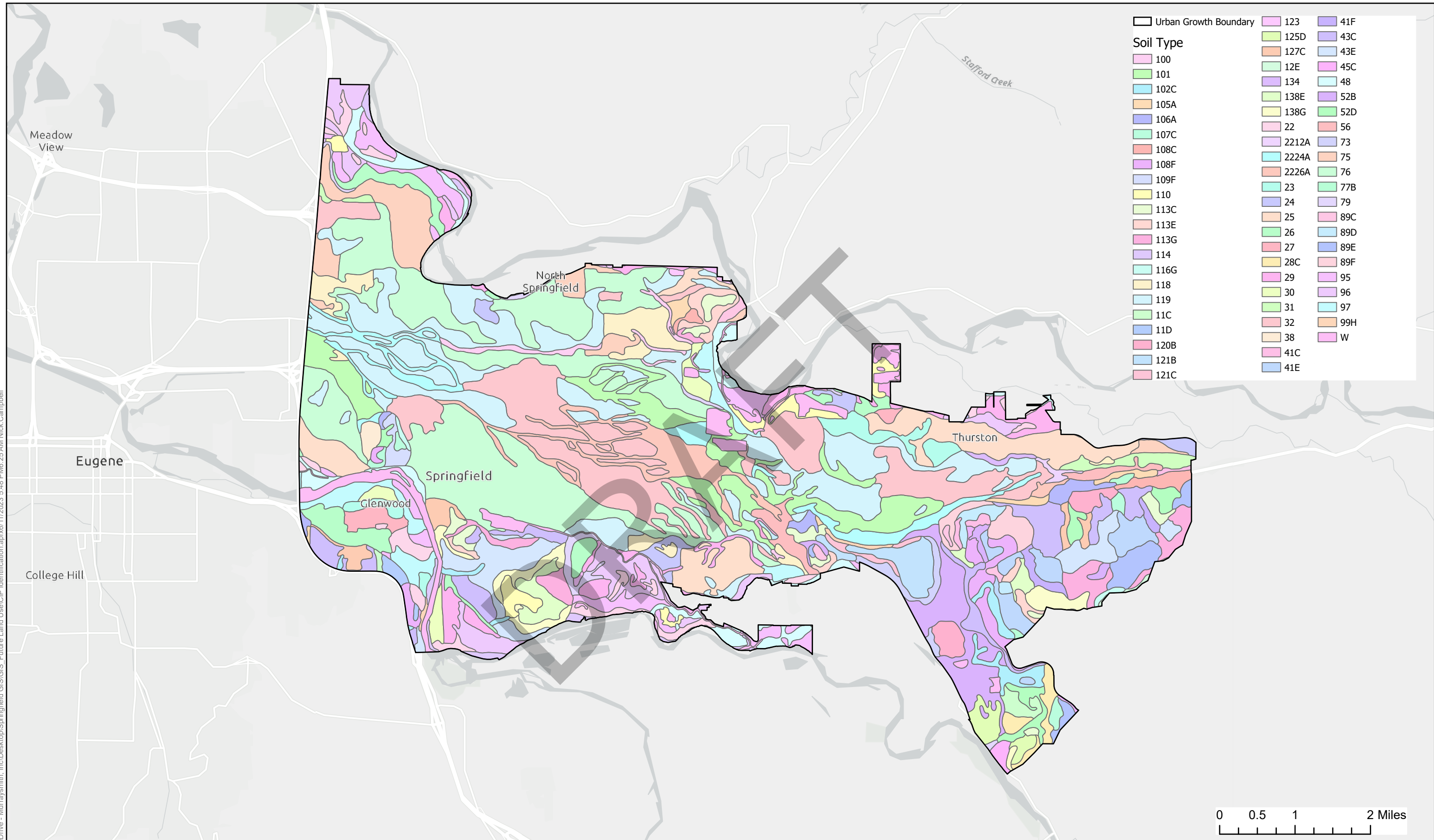


### City of Springfield, OR Wastewater Master Plan

### Figure 3-2 Regional Map of the State of Oregon



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**City of Springfield, OR  
Wastewater Master Plan**

**Figure 3-3  
Soil Types in  
the UGB**

### 3.5 Groundwater

Groundwater levels rise and fall with the river stages of the McKenzie and Willamette Rivers. These river levels are influenced both by rainfall as well as numerous dams that are upriver from Springfield. According to the 2008 WWMP, groundwater levels typically remain constant during the dry season (normally 10 to 20 feet below ground surface elevation) and showed an increase of up to 7-feet below grade during the wet season.

### 3.6 Land Use

The 1982 Eugene-Springfield Metropolitan Area General Plan (Metro Plan) was created to serve as the sole official long-range comprehensive plan of metropolitan Lane County and the Cities of Eugene and Springfield. In 2007, the Oregon Legislature enacted ORS 197.304, also known as House Bill 3337, which was the impetus for Springfield to establish a UGB separate from Eugene's and to begin to create a Springfield-specific comprehensive plan. The goals and policies of the Springfield Comprehensive Plan, along with applicable policies in the Metro Plan, will guide Springfield's growth and development into the future.

While the Metro Plan Diagram shows the general locations of desired land uses for the City and Neighborhood Refinement Plans provide more specific plan designations for targeted specific areas Springfield, the City initiated an effort to create a property-specific Comprehensive Plan Map for Springfield, anticipated for adoption in 2023.

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# Existing System Description

This section provides an overview of the existing and future service areas. The City's wastewater collection system serves approximately 69,000 residential customers along with commercial and industrial customers. The City's wastewater and collection and conveyance systems and services are owned and operated by the City. All wastewater is routed to a regional collection and treatment facility owned by the MWMC, which services both the City and the COE. The City's wastewater collection system and the regional MWMC WPCF are shown in **Figure 4-1**.

## 4.1 Inventory of Existing Facilities

The City's primary collection system shown in **Figure 4-1** consists of MHS, gravity pipes, pump stations, and force mains.

In general, the gravity pipelines follow the topography of the City and drain the wastewater directly to large interceptors or to pump stations which discharge to pressurized force mains. The force mains convey the wastewater to larger interceptors. All wastewater is routed to the East Bank Interceptor near I-5 and the Willamette River which pump from the Willakenzie Pump Station to the WWTP.

The City collection system includes approximately 250-miles of pipeline ranging in size from 6-inches to 60-inches. The major trunk systems in Springfield are Gateway, Thurston, Main Street, East Springfield Interceptor (owned and operated by MWMC), South Springfield Interceptors, Jasper, Central and Downtown. The City's collection system consists of approximately 28 miles of interceptor and truck lines 10-inches in diameter or larger.

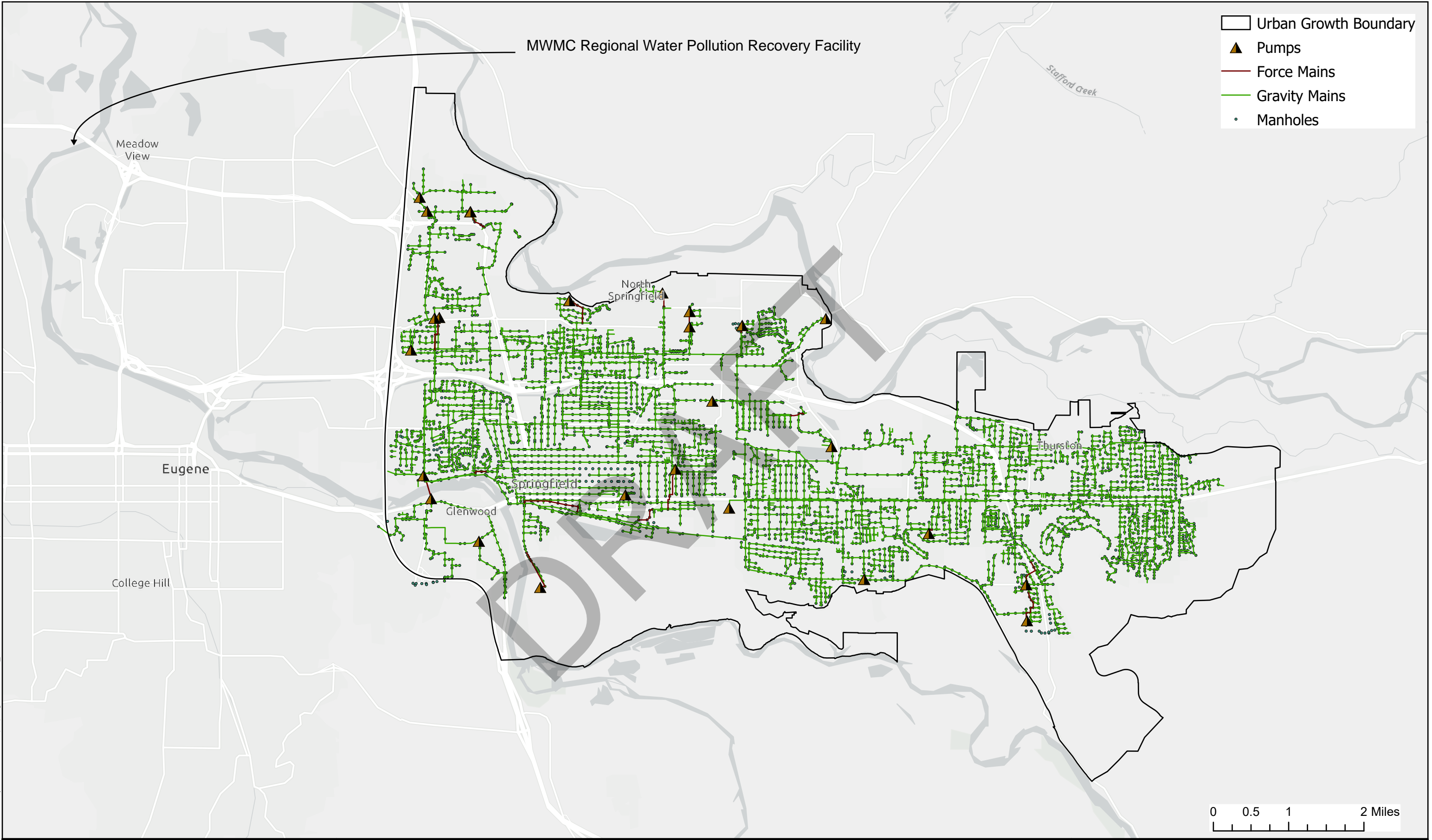
### 4.1.1 System Description

The original downtown basin is the oldest portion of the Springfield collection system. Constructed before World War I, it was designed to carry and discharge both stormwater and sanitary flows to the Willamette River. In the 1950s, the City constructed a wastewater treatment plant. Wastewater flows remained in the existing conduits, but new conveyance facilities were built to transport stormwater to the Willamette River.

The remainder of the system was developed around the downtown core as the city expanded. The original East Springfield Interceptor was constructed in 1962; the South Springfield Interceptor was constructed in 1997.

The existing Springfield wastewater service area is divided into eight major areas which are generally defined by topographic and demographic features. These areas are individually discussed as follows and shown in **Figure 4-2**.

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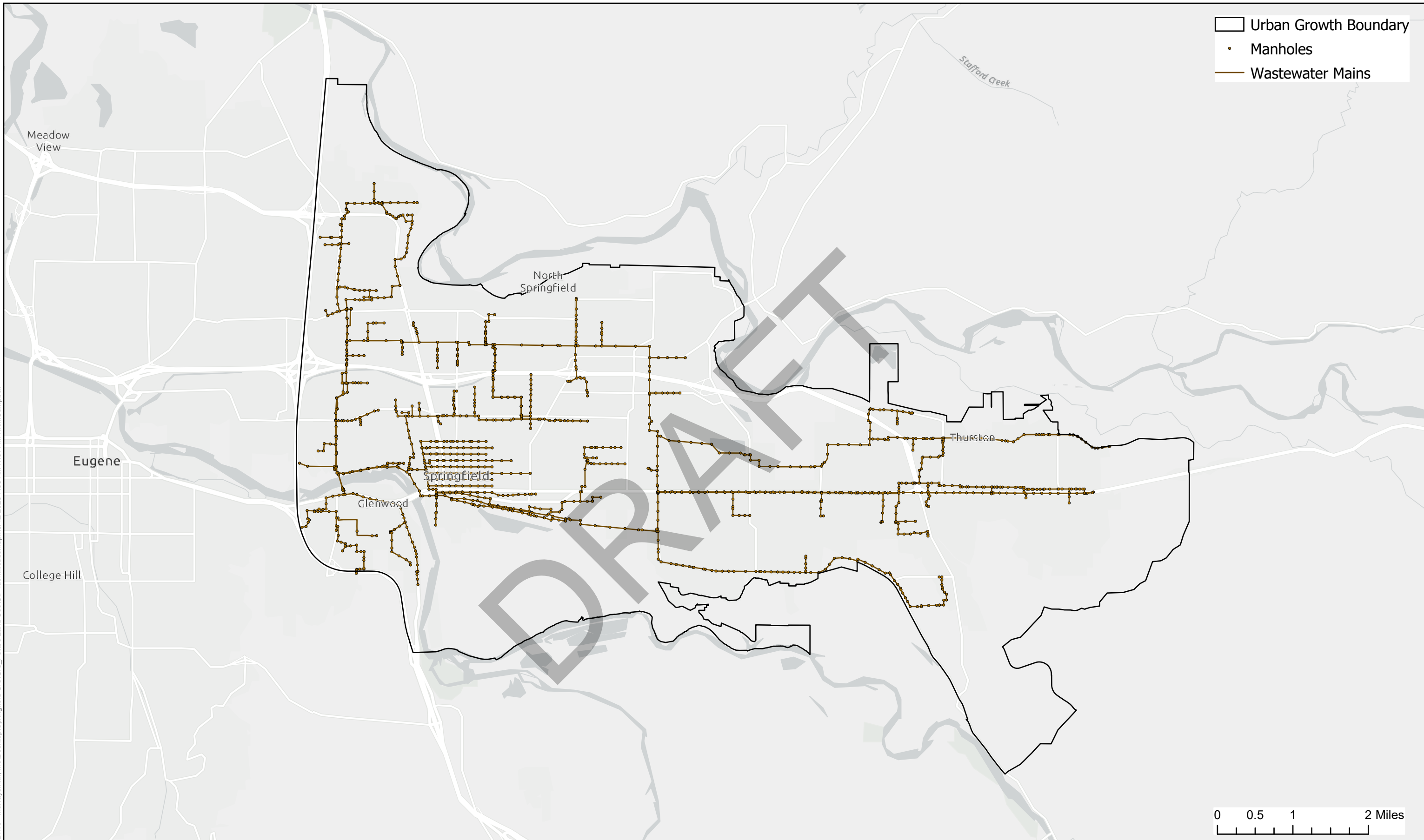
- Urban Growth Boundary
- ▲ Pumps
- Force Mains
- Gravity Mains
- Manholes

**City of Springfield, OR  
Wastewater Master Plan**

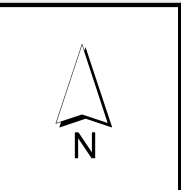
**Figure 4-1  
City of Springfield  
Wastewater Collection System**



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- Urban Growth Boundary
- Manholes
- Wastewater Mains



**City of Springfield, OR  
Wastewater Master Plan**

**Figure 4-2  
Skeleton Model**

North Springfield/North Branch: The North Springfield/North Branch areas are served by the East Springfield Interceptor. Constructed in 1962 following the annexation of East Springfield (1960), this interceptor consists of 2 miles of 48-inch diameter reinforced concrete pipe running from the connection to the East Bank Interceptor north and east upstream to Laura Street. The North Springfield area is generally bounded by the north city limits, Highway 126 to the south, the head of the East Springfield Interceptor to the east, and the intersection of Lochaven and Don Streets to the west. The North Branch Basin is generally described as a rectangle bounded by Interstate 5, Belt Line Road (OR-569), the Willamette River and an imaginary north/south line running through Kelly Butte.

Typical pipe depth varies from 10 to 18 feet (ground surface to pipe invert), with an average slope of approximately 0.001 feet/ft. From Laura Street to its head near the railroad spur line service 32nd street, the line is 42 inches in diameter, having an average depth of about 12 to 13 feet with a typical slope of 0.001 to 0.0015 feet/ft.

All sanitary sewage generated east of 32nd Street enters the East Springfield Interceptor via the Thurston or Main Street trunk pipelines. Other major tributary lines served by this interceptor include the City Center relief pipeline and the Gateway Street trunk pipeline.

Thurston Road: This area is located in the extreme easterly portion of the City. The Thurston trunk pipeline ranges in size from 15 inches near Thurston Elementary School to 27 inches at the confluence with East Springfield Interceptor. Pipe depths and slopes vary widely as slightly higher relief in the eastern sector allows for shallow trenches and smaller pipes with moderate gradients. West of Highway 126, pipe depths and slopes are deeper with less gradient, respectively, which is more characteristic of the low relief alluvial plains.

Main Street: This basin currently drains southeast Springfield. The Main Street trunk ranges in size from 15 inches near 71st Street to 30 inches at the confluence with the Thurston and East Springfield Interceptor.

Central: The Central Basin encloses the Downtown Basin on all sides except the south. The central trunk system, combined with the Downtown trunk, serves the entire area east of Prescott Street, west of 28th Street, south of Highway 126 and north of South A and Main Streets. The Central trunk was constructed in conjunction with the Downtown trunk.

Two diversion structures remove excessive storm flows from the Central Basin. A 24-inch relief pipeline near 13th and Centennial Boulevard routes flow to the East Springfield Interceptor. A pump station located at "E" and 21st Streets diverts flow to the South A trunk line, relieving the overloaded upper reaches of the Central trunk.

Downtown: The downtown trunk system collects sewage flows generated in the older downtown core area. The total area served is generally bounded by Mill Street to the west, 16th Street to the east, North "G" Street to the north and South A Street to the south.

The original downtown system was constructed prior to World War I. These pipelines collected both sanitary wastes as well as storm water and were discharged directly into the Willamette River. The wastewater and stormwater systems were separated in the early 1950s when the City constructed its wastewater treatment plant. The wastewater collection system remained in the older, formerly combined system with the stormwater system routed into new pipelines.

South A: This basin primarily consists of industrial lands adjacent to South A Street. The South A trunk also provides some relief capacity for the Central Basin.



Glenwood: The Glenwood Basin is bound to the north and east by the Willamette River and to the south and west by Interstate 5. The Glenwood Pump Station (an MWMC owned and operated facility) collects all flows from the Glenwood Basin and pumps them across the Willamette River to the East Bank Interceptor. Additional flows from the Riverview-Augusta and Laurel Hills area in Eugene contribute to the flows at the pump station.

The Glenwood Trunk, a 30-inch pipeline, serves a major portion of the Glenwood basin, and extends east from the Glenwood Pump Station in Franklin Boulevard to the intersection of Franklin Boulevard and McVay Highway (Franklin Boulevard). An 18-inch pipeline continues south down McVay Highway (Franklin Boulevard) to the current end of the pipeline near the intersection with Interstate 5.

Jasper: This basin is in the far southeast section of town and collects flows from the Golden Terrance and Jasper Meadows neighborhoods.

### 4.1.2 Skeleton Model

The City has developed a calibrated and verified dry and wet weather skeletonized wastewater collection system model representing the major basins and pipelines. In 2018, the City contracted with Sam Novac, P.E., (Novac Industries, LLC) to analyze and update the hydraulic model of the City’s collection system to inform needed structural repairs for inclusion in the City’s 5-year Capital Improvement Program. Novac Industries first developed a Mike Urban skeletal model supplemented with City GIS data and data from 15 portable flow monitors and a permanent monitor installed in the East Bank Interceptor. In 2019, data from the portable monitors was used to start modeling micro-basins throughout the city.

Springfield uses the skeleton model<sup>1</sup> for wastewater planning and includes 321 different wastewater catchments, 1,314 nodes, five pump stations and 1,330 pipes ranging in size from 8-inches to 60-inches. The skeleton model is shown in **Figure 4-2**.

Part of the WWMP Update effort included converting the City’s calibrated existing conditions MIKE URBAN model to the 2023 version of MIKE+ and reviewing for inconsistencies. This process is described in detail in **Appendix B**. As part of the modeling effort, errors were discovered in the skeleton model. The errors were corrected and documented in **Appendix C**. The updated MIKE+ skeleton model is used to project flows and capacity requirements of the system.

#### 4.1.2.1 Pipes

The primary collection system represented in the skeleton model is generally comprised of gravity pipes between 8-inches and 60-inches. **Table 4-1** summarizes the gravity pipe sizes and lengths represented in the model.

Table 4-1 | Gravity Pipe Summary

Pipe Diameter (inches)	Total Length (mile)	Percentage
8	0.15	< 0 %
10	13.19	20 %
12	10.08	14 %
14	0.35	1 %
15	4.85	7 %

<sup>1</sup> Finalized skeleton model dated August2023 (Springfield\_28thAddition\_Aug2023.mupp/sqlite)



Pipe Diameter (inches)	Total Length (mile)	Percentage
18	7.43	11 %
20	0.37	1 %
21	2.78	4 %
24	6.83	10 %
27	6.46	10 %
30	2.11	3 %
36	1.52	2 %
42	4.17	6 %
48	5.64	8 %
60	1.02	2 %
Total	67	100 %

#### 4.1.2.2 Force Mains

The primary collection system represented in the skeleton model is also comprised of force mains between 8-inches and 36-inches in diameter. Some lift stations within the collection system are served by a dedicated force main discharging to a gravity pipe. Many lift stations are served by a force main connected to a common pressure main with one or more force mains tied into it. This type of interconnection can cause operational problems at the associated lift stations. For instance, when two or more lift stations are operating simultaneously, one of the lift stations may not be capable of pumping against the pressure created by the other. **Table 4-2** summarizes the force main sizes and lengths represented in the skeleton model.

Table 4-2 | Force Main Summary

Pipe Diameter (inches)	Total Length (mile)	Percentage
10	0.14	9 %
12	0.44	27 %
14	0.35	21 %
20	0.16	10 %
24	0.16	10 %
36	0.37	23 %
Total	2	100 %

#### 4.1.2.3 Pump Stations

As per the Eugene/Springfield pump station information spreadsheet<sup>2</sup> provided by the City, the City currently utilizes 19 pump stations, including 16 operated by Eugene City staff under contract and three owned by MWMC. There are five pump stations in the skeleton model. The pump stations are summarized in **Table 4-3**.

<sup>2</sup> Spreadsheet dated 9/16/2016 provided by City on April 26, 2022. City owned pump stations are listed as Springfield Utility Board owned. City verified these are City owned.

Table 4-3 | Pump Station Summary

Name	Owner	Pump Horsepower	# of Pumps	Maximum Flow (MGD)	Firm Capacity (MGD)	TDH (feet)	Standby Power
Springfield Plant	MWMC	(2) 40 hp	2	17	Unknown	Unknown	Generator
Willakenzie	MWMC	(5) 300 hp (1) 150 hp	6	140	127	50	Generator
Glenwood <sup>a</sup>	MWMC	(2) 40 hp	2 <sup>b</sup>	8	5	12 – 30	Generator
15 <sup>th</sup> Street	City	(2) 3.7 hp	2	0.5	0.3	10	Unknown
21 <sup>st</sup> and E Street <sup>a</sup>	City	(2) 15 hp	2	2.6	1.6	40	Generator
49 <sup>th</sup> Street	City	(2) 3.4 hp	2	0.8	0.5	15	Generator
Commercial	City	(2) 7.5 hp	2	0.6	0.4	25	Generator
Deadmond Ferry <sup>a</sup>	City	(2) 10 hp	2	1.9	1.2	25	Generator
Harlow Road <sup>a</sup>	City	(3) 75 hp	3	10	5	51	Generator
Hayden Lo	City	(2) 5 hp	2	0.6	0.42	20	Generator
Ken Ray	City	(2) 3 hp	2	0.8	0.5	15	Generator
Marcola Road	City	(2) 2 hp	2	0.15	0.1	13	Unknown
Marshall's Plaza	City	(2) 5 hp	2	0.35	0.22	30	Unknown
Nugget Way <sup>a</sup>	City	(2) 20 hp	2	1.3	0.86	90	Generator
Olympic	City	(2) 3.4 hp	2	0.6	0.4	25	Generator
Otto Street	City	(2) 1.75 hp	2	0.3	0.2	15	Unknown
Ramada	City	(2) 1.5 hp	2	0.3	0.2	18	Generator
River Glen	City	(2) 12 hp	2	1	0.7	54	Generator
Vera Street	City	(2) 7.5 hp	2	0.47	0.6	35	Generator

<sup>a</sup> Pumps included in the skeleton model

<sup>b</sup> Three pumps in model but only two listed on City provided Pump Station Information sheet. MWMC staff confirmed there is space to install up to 4 pumps, as needed.

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# Basis for Planning

The MWMC was formed by the City, COE, and Lane County, Oregon through an intergovernmental agreement (IGA) in 1977. MWMC was formed to provide wastewater collection and treatment for these three (3) governmental entities and is responsible for the oversight of the construction, maintenance, and operation of the regional WPCF. The commission is composed of members appointed by the City Councils of Eugene and Springfield and the Lane County Board of Directors. MWMC holds the National Pollutant Discharge Elimination System (NPDES) permit for the treated wastewater discharge to the Willamette River.

## 5.1 Regulatory Requirements

### 5.1.1 Federal Discharge Permits

The United States Environmental Protection Agency (EPA) regulates discharges of pollutants from municipal and industrial wastewater treatment plants, wastewater collection system, and stormwater discharges under the Clean Water Act (CWA). Most wastewater discharge permits are maintained under the Oregon Department of Environmental Quality (DEQ); however, the EPA may independently enforce CWA policies.

### 5.1.2 State Discharge Permits

On October 10, 2022, the DEQ issued a National Pollutant Discharge Elimination System (NPDES) permit (#102486) for Springfield, Eugene and MWMC. The NPDES permit includes conditions under which treated wastewater can be discharged to the Willamette River. Included in those conditions is the requirement that no discharges of untreated wastewater are allowed to the waters of the state and the United States. These conditions necessitate the assumptions for overflow avoidance in Springfield and are consistent with the City's CMOM program.

### 5.1.3 State Pump Station Requirements

The Oregon DEQ has provided recommendations and requirements regarding wastewater pump station design standards such that overflows or backups only occur under extreme conditions. A pump station must consist of multiple pumps with one spare pump to provide for system redundancy. The wet well rim elevation and the finished floor elevation needs to be at least one-foot above the 100-year flood plain or any distance above the 500-year flood plain, whichever is higher. All pump stations should have an independent second source of electrical power. Each station should have a dedicated alarm for untreated wastewater overflow and separate independent alarm systems to detect other emergency conditions.

The firm capacity (defined as the largest pump out of service) of a pump station must be able to meet the projected peak hourly flow associated with the 5-year, 24-hour storm associated with full buildout conditions. Calculations can be submitted for review and approval to demonstrate capacity in the system to reduce the firm capacity to the peak day flow.

Pump stations in locations of potential severe property damage if an overflow should occur, it is recommended that the design include a MH with a low elevation or an overflow pipe in the collection system that drains to a safer location.

## 5.2 Design and Planning Criteria

The City of Springfield Development Code 4.3.105 mandates that wastewater pipelines be installed to serve new developments and developments should connect to existing wastewater mains. New pipelines should have sufficient maintenance access and comply with the City's *Engineering Design Standards and Procedures Manual* along with Public Works Standard Construction Specifications and Springfield Municipal Code.

### 5.2.1 Water Surface Elevation

Historically, the City has defined a deficiency in the collection system by the water surface elevation in MHs predicted by the hydraulic model relative to the ground surface. As a result, pipelines were allowed to surcharge or pressurize for short durations during peak flow periods. See **Appendix D** for the details of the 2008 WWMP collection system capacity standards.

Given changes in climate and the consequential increase in storm event intensity, the City has decided to evaluate the capacity of the collection system using the predicted depth of water divided by the pipe diameter ( $d/D$ ) criterion. This method relates the percent full of a pipe based on the predicted depth of the water compared to the diameter of a pipe during a specific storm event.

Specifically, the new City capacity requirements define each collection system improvement must meet the criterion of keeping the predicted water depth during the future 5-year, 24-hour storm event divided by the pipe diameter less than or equal to 75% full ( $d/D \leq 0.75$ ). The new criterion also states the replacement pipe to be designed with a  $d/D \leq 0.5$  or less than or equal to 50% full using the predicted water level during the future 5-year, 24-hour design storm. This design storm is discussed in **Section 5.4**.

### 5.2.2 Pump Stations

The City uses the DEQ requirements for wastewater pump station evaluation using the existing condition during the 5-year, 24-hour storm event. Pump stations will be designed using the 2045 future condition flow estimates and the future conditions 5-year, 24-hour design storm. This design storm is discussed in **Section 5.4**.

## 5.3 Wastewater Collection System Capacity Analysis Approach

For new pipes to future service areas, including areas between the City Limits and the UGB, pipe sizing is based on the predicted flows associated with the 2045 planning horizon land use conditions; the future 5-year, 24-hour design storm; and the 2,000 gallons per acre per day (gpad) I&I allowance adopted by Springfield in the 2008 WWMP.

Where possible, 2 feet per second (fps) minimum velocity is maintained during dry weather flows (DWF). All pipes will be designed using the capacity criteria of  $d/D \leq 0.5$ .

## 5.4 Design Storm Selection

Because the Oregon DEQ states that gravity and alternative collection systems are to be designed to handle the peak hourly flow associated with the 5-year, 24-hour storm event, this event was selected for the collection system evaluation.



The 5-year, 24-hour design storm from the NOAA Precipitation Frequency Atlas for Oregon (1973) results in 3.9 inches. During the 2008 WWMP process, the rainfall frequency analysis was updated resulting in new values for design storm events. The updated 2008 values for the SCS Type 1A rainfall depths are shown in **Table 5-1**. The 5-year, 24-hour design storm was applied to the Springfield collection system model in 2008.

Table 5-1 | SCS Type 1 A Rainfall Depths

Storm Event	Rainfall
Water Quality Event	1.4 inches
2-year, 24-hour	3.12 inches
5-year, 24-hour <sup>3</sup>	3.60 inches
10-year, 24-hour	4.46 inches
25-year, 24-hour	5.18 inches
100-year, 24-hour	6.48 inches

The EPA provides a climate resilience evaluation and awareness tool (CREAT). The tool was developed to help utilities develop scenarios to understand the threats based on climate data. CREAT provided site specific projected climate change rainfall increases for the Springfield area. **Table 5-2** shows the increased storm depths using CREAT Version 3.1 dated March 2001. The increase in rainfall depths is projected as “Not as Stormy” and “Stormy” for the year 2035 and 2060. The City chose the “Stormy” 2035 scenarios for the 20-year planning horizon rainfall depth. This depth was applied to the 5-year, 24-hour SCS Type 1A design storm.

Table 5-2 | Updated Storm Depths Using CREAT Version 3.1, March 2021

24-hour Rainfall Depth (Inches)					
Rainfall Event	SCS Type 1A Rainfall Depth	2035 "Not as Stormy" Scenario (+1.5%)	2035 "Stormy" Scenario (+6.9%)	2060 "Not as Stormy" Scenario (+2.9%)	2060 "Stormy" Scenario (+13.4%)
WQ Event	1.40	1.42	1.50	1.44	1.59
2-year	3.12	3.17	3.34	3.21	3.54
5-year <sup>5</sup>	3.60	3.65	3.85	3.70	4.08
10-year	4.46	4.53	4.77	4.59	5.06
25-year	5.18	5.26	5.54	5.33	5.87
100-year	4.48	4.55	4.79	4.61	5.08

In conjunction with the “Stormy” 2035 5-year, 24-hour design storm, the City uses a condition in the hydrologic and hydraulic model (Hot Start) that applies base flow, DWF, and rainfall-dependent infiltration/inflow (RDII), based on the January 2019 measured rainfall event and subsequent wastewater collection system flow response. The Hot Start uses the results from the end of the January 2019 storm event to set the groundwater elevation, I&I flow, DWF and water levels in the collection system.

<sup>3</sup> The SCS Type 1A rainfall depths listed in **Table 5-1** were adopted by Eugene and Springfield after the system evaluation portion of the WWMP completed. Therefore, the rainfall depth used in the evaluation was 3.83 inches, the 5-year, 24-hour storm event. The old rainfall depths were also used for the climate change evaluation (4.1 inches for the 2035 “Stormy” Scenario 5-year, 24-hour storm event).

The combination of the January 2019 Hot Start and the “Stormy” 2035 5-year, 24-hour design storm is the future hydrologic condition used for predicting water levels for the evaluation in the collection system.

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# Future Land Use Analysis

As part of the WWMP update, the City is estimating potential demand over the planning horizon to meet the needs of current and future customers as well as the requirements of the Oregon DEQ. Land use conditions were assessed to evaluate the future population and employment impacts to the wastewater collection system. The future land use condition included: anticipated development/redevelopment based on population and employment growth, conversion of verified septic systems to City wastewater collection, the annexation of areas within the UGB resulting in provision of wastewater collection service, and an estimation of the housing densification due to House Bill 2001 by the Oregon Legislature in 2019 (HB 2001).

## 6.1 Methodology

The following conditions were selected as they are expected to contribute the greatest impact to the collection system's ability to properly convey the wastewater flow within the City's system:

- Development and redevelopment based on projected population and employment growth within the existing wastewater collection system.
- Development and redevelopment based on projected population and employment growth outside of the existing wastewater collection system but within the UGB and an estimation of I&I in these areas.
- Connection of verified septic tanks within existing wastewater catchments and within the UGB.
- Increased population density in residential areas due to HB 2001.

The following sections describe the data, methodology, and assumptions used to analyze the four conditions. The four conditions are used to create the future condition scenario to evaluate the impacts to future wastewater flows in the City's updated WWMP.

### 6.1.1 2020 Census Traffic Analysis Zone Data

#### 6.1.1.1 Existing Wastewater Catchments

The 2020 Census Traffic Analysis Zone (TAZ) data and 2045 TAZ predictions were utilized to model the existing and future conditions within the City's wastewater catchments. A TAZ is a geographic area delineated by cities for tabulating traffic-related data. A TAZ usually consists of one or more census blocks, block groups, or census tracts. Lane Council of Governments (LCOG) calculated the current population and employment within each TAZ geographic area and has allocated future population and employment to the TAZ areas as part of the regional transportation model. LCOG based Springfield's future population on Portland State University's Population Research Center's forecast for 2045. LCOG based Springfield's employment on the Oregon Employment Department's forecast for Lane County as applied to Springfield's UGB. The future population and employment within each TAZ were based on the plan designations in the Eugene-Springfield Metro Plan. Since the catchments do not perfectly overlap with the TAZ areas, the following procedure was performed in ArcGIS Pro:

- Calculate the household and job density within each TAZ area.
- Intersect the household and job density data within each TAZ area with the wastewater catchments. This resulted in the original TAZ areas being split into multiple smaller sections within each catchment.
- Merge the TAZ areas within each wastewater catchment into a single area that is identical to the catchment area and includes population and employment information.
- Use the household and job density data to approximate the total number of households and jobs within each wastewater catchment.
- As calculated by the Lane Council of Governments, on average there are 2.53 persons per household within the City. Therefore, the total number of households in each wastewater catchment was multiplied by 2.53 to estimate the population within each wastewater catchment. This added to the number of jobs in a TAZ is the equivalent population.

A table of the estimated number of households, population, and jobs for 2020 and 2045 within the existing wastewater catchments is found **Table 6-1**. The methodology used to match the population and job data to the wastewater catchment areas ended up planning for a higher number of people (81,226) and jobs (46,215) than what LCOG had included in the TAZ model (76,660 people and 45,571 jobs).

Table 6-1 | Estimated Households, Population, and Jobs within the Existing Wastewater Catchments

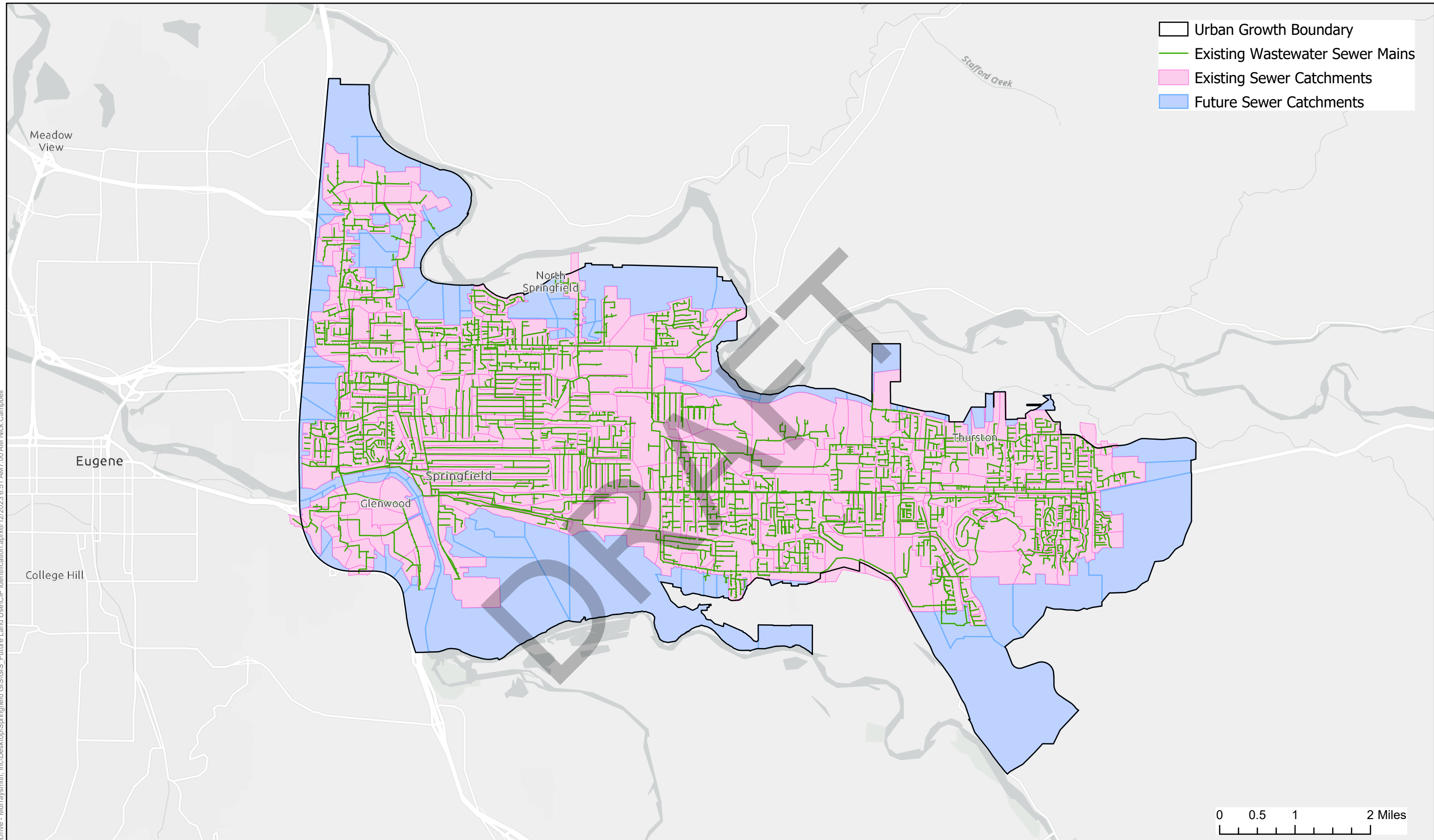
Year	Households	Population	Jobs
2020	24,107	60,992	25,766
2045	28,178	71,291	37,003

### 6.1.1.2 New Wastewater Catchments

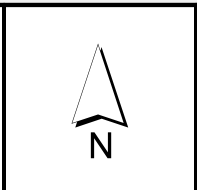
For areas within the UGB and outside of the existing wastewater collection service area, wastewater catchments were estimated based on topography, existing street layout, and known future development plans. The future conveyance within these new wastewater catchments were approximated using the TAZ data and the procedure outlined above. Each new wastewater catchment was manually assigned to an existing wastewater MH based on proximity, topography, street layout, and known future development plans. For each new wastewater catchment, a rate of 2,000 gpad was used for estimating I&I.

A map of the future wastewater catchments in the Springfield UGB and their proximity to the existing wastewater collection system and a table of the estimated number of households, population, and jobs for 2020 and 2045 in the future wastewater catchments outside the existing wastewater collection service areas can be found in **Figure 6-1** and **Table 6-2**, respectively.

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- Urban Growth Boundary
- Existing Wastewater Sewer Mains
- Existing Sewer Catchments
- Future Sewer Catchments

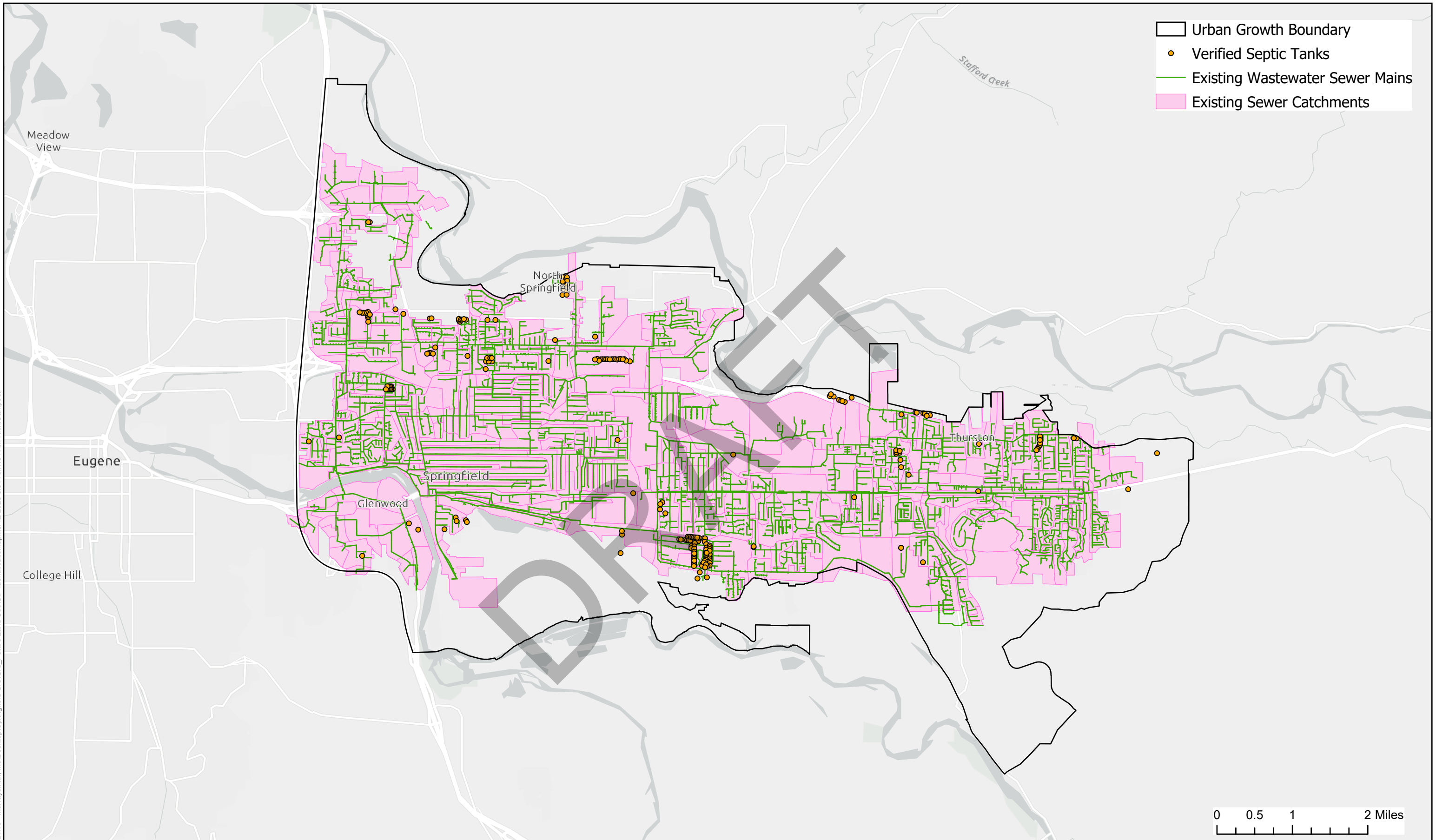






**City of Springfield, OR  
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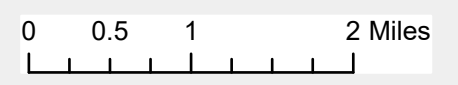
**Figure 6-1  
Existing and Future Sewer  
Catchments in the UGB**



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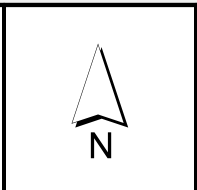
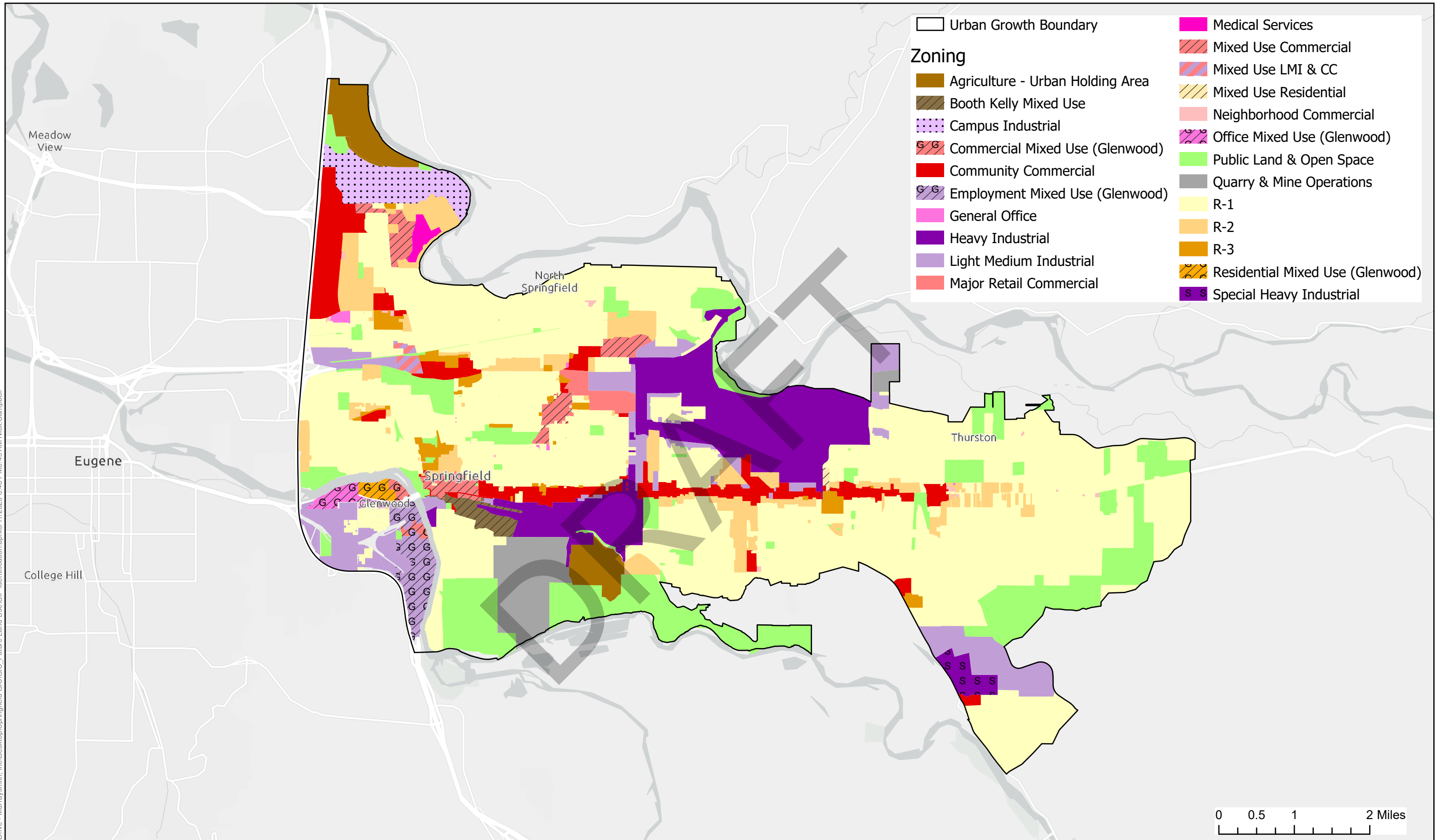
-  Urban Growth Boundary
-  Verified Septic Tanks
-  Existing Wastewater Sewer Mains
-  Existing Sewer Catchments



**City of Springfield, OR  
Wastewater Master Plan**

**Figure 6-2  
Verified Septic Tanks  
in the UGB**

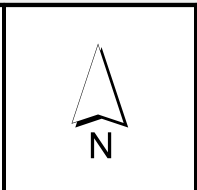
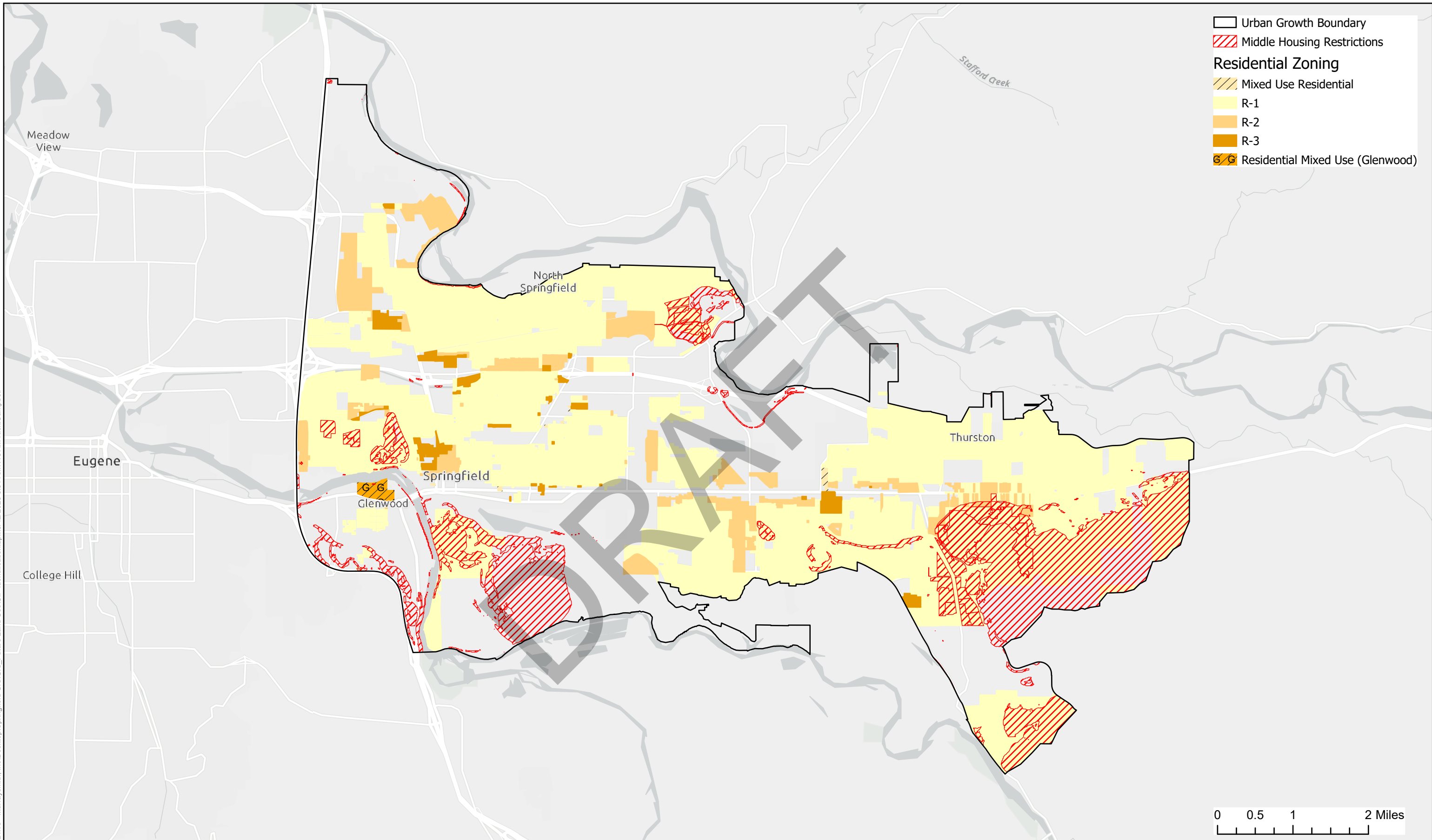
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**City of Springfield, OR  
Wastewater Master Plan**

**Figure 6-3  
City of Springfield  
Existing Zoning**

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**City of Springfield, OR  
Wastewater Master Plan**

**Figure 6-4  
Middle Housing Restrictions  
in Residential Zoning Areas**



Table 6-2 | Estimated Households, Population, and Jobs within New Wastewater Catchments

Year	Households	Population	Jobs
2020	3,204	8,106	5,877
2045	3,926	9,933	9,212

### 6.1.2 Verified Households Using Septic Tanks

Within the existing wastewater catchments and portions of the UGB there are approximately 219 verified households that are not connected to the City’s wastewater collection system, and instead are serviced by septic tanks. The City has a current practice in line with Oregon Administrative Rule (OAR) 340-071-0160 for connecting to the City’s wastewater collection system unannexed dwellings or other establishments within the UGB currently serviced by septic systems. For planning purposes, the WWMP considers that the entirety of the UGB currently serviced by septic systems will be connected to the wastewater collection system within the planning horizon. To provide a conservative estimate of future wastewater conveyance within the existing wastewater collection system, it has been assumed that 100% of these verified septic tanks will be decommissioned and that all the associated households will be connected into the City’s wastewater collection system by 2045.

To understand which sections of the collection system will be impacted by the connection of households with verified septic tanks, each verified septic tank was manually assigned to an existing wastewater MH based on proximity, topography, and known future development plans. A map of the verified septic tanks can be found in **Figure 6-2**.

### 6.1.3 Impacts from Oregon House Bill 2001

The Oregon State Legislature (State) passed House Bill 2001 in 2019, which expands the ability of property owners to construct middle housing in areas with residential zoning that allows single-unit dwellings. Middle housing includes:

- Duplexes
- Triplexes
- Fourplexes
- Cottage clusters
- Townhomes

With the passage of HB 2001, cities in Oregon with a population greater than 25,000, including the City of Springfield, were required to allow middle housing in residential zones which permitted single-unit homes by June 30, 2022. For the purposes of the WWMP update, this land use analysis was based on City of Springfield Zoning. The areas zoned R-1 were used to estimate the HB 2001 impacts. A map of the existing Zoning that is used to help predict future conditions and a breakdown of the percent area of each zoning district within the Springfield UGB can be found in **Figure 6-3** and **Table 6-3**, respectively.

Table 6-3 | Existing City Zoning in Springfield UGB

Rank	Plan Designation	Area (acres)
1	R-1 (Low Density Residential)	7,197
2	Public Land and Open Space	2,026
3	Heavy Industrial	1,375
4	Light Medium Industrial	844
5	Community Commercial	778
6	R-2 (Medium Density Residential)	770
7	Quarry and Mine Operations	385
8	Agriculture – Urban Holding Area	335
9	Campus Industrial	305
10	Mixed Use Commercial	243
11	R-3 (High Density Residential)	157

Historically, the City had some limitations on allowing middle housing types in areas that are currently zoned R-1. With the amendments to the Springfield Development Code to explicitly allow middle housing, there will be a gradual increase in middle housing in the R-1 zoning district, resulting in a greater population density in these areas than had been previously projected<sup>4</sup>. As increases in population density are correlated to increases in wastewater flows, it is expected that HB 2001 will subsequently lead to increased wastewater flow per parcel or lot in R-1 neighborhoods.

During the period between the passage of HB 2001 and the June 30, 2022 deadline for its implementation by large cities, the State allowed for cities to either adopt a Middle Housing Model Code produced by the State or to produce their own code that meets the minimum requirements of HB 2001. The updated Springfield Development Code that conforms with the requirements outlined by HB 2001 was adopted by the Springfield City Council on May 16, 2022, and co-adopted by the Lane County Board of County Commissioners on June 7, 2022.

However, some restrictions on housing density for R-1 areas still exist. For example, a minimum lot size must be met to construct certain types of middle housing, and market-rate multi-unit housing is generally not permitted. In addition, R-1 areas that are within the Hillside Development Overlay District (characterized by a slope that exceeds 15% or is above 650 feet of elevation) will limit the densities allowed. Some existing subdivisions have covenants prohibiting middle housing. Taken together, such areas make up approximately 16% of the total R-1 area within the UGB and have been excluded from any analysis involving the impact from HB 2001. **Figure 6-4** shows the R-1 areas within the City limits and the UGB where middle housing is now permitted with the passage of HB 2001 and the updated Springfield Development Code, as well as the areas within an R-1 area where middle housing is not anticipated to result in exceeding previously allowed densities.

To estimate the impact of HB 2001 on the wastewater system, the City decided to include a 3% growth in population density for the R-1 areas within the City limits and the UGB where middle housing is permitted. Taking into account increased densities in R-1 zoned areas and properties on septic systems helps to identify capacity limitations within specific wastewater catchment areas. It also results in the City planning

<sup>4</sup> HB 2001 middle housing impacts were not considered in the 2045 household projections for the TAZ analysis.



for more residents than what the Population Research Center forecasts for 2045. Instead of planning for 76,604<sup>5</sup> people, the City is planning its wastewater system to accommodate 83,657 people.

This higher number closely aligns with the population forecast on which Springfield's housing need is based. When undertaking the Residential Land and Housing Needs Analysis, adopted in 2011, the Population Research Center's forecast population for Springfield in 2030 was 81,608. Thus, the Wastewater Master Plan is consistent with the 2030 Comprehensive Plan projected growth estimates.

## 6.2 Future Condition Analysis Scenario

To provide a comprehensive analysis of the wastewater flow projections within the City's wastewater conveyance system, four conditions were used to build the future condition scenario for the City's WWMP. The four conditions modeled as one scenario are listed below:

- Impacts of development and redevelopment based on projected population and employment growth within the existing wastewater system.
- Impacts of development and redevelopment based on projected population and employment growth outside of the exiting wastewater system but within the UGB and an estimation of I&I in these areas.
- Impact to the City wastewater system based on the connection of verified septic tanks within existing wastewater catchments and within the UGB.
- Impacts from the assumed 3% growth in population density in allowed R-1 zoning areas due to HB 2001.

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<sup>5</sup> The Population Research Center's 2021 forecast for the Springfield UGB in 2045 is 76,604. LCOG used a prior forecast of 76,660 for 2045 when creating the Regional Transportation Plan model.

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# Wastewater Flow Projections

This chapter summarizes the results of the wastewater loading analysis and forecasts future wastewater flow. The forecasts consider existing customers, future customers, and higher densification due to HB 2001. The flow projections developed for this WWMP are based on flow factors derived from flow monitoring data and the City's land use database.

## 7.1 Wastewater Flow Components

### 7.1.1 Dry Weather Flow

The DWF are comprised of base wastewater flow (contribution from users) and non-rainfall related groundwater infiltration (GWI). The City has an on-going flow monitoring program which collects measured flow data and the corresponding rainfall. During dry weather, the flow monitoring measurements show that for most of the system, GWI is negligible in the City's service area. Therefore, the hydraulic model was set up using the base wastewater flow only.

The base wastewater flow component was estimated using the measured flow data collected during the monitoring program. A dry weather average daily flow as well as average flow pattern was calculated for each meter and applied to the contributing wastewater catchment.

The future DWF was calculated based on a ratio of current equivalent population to the projected equivalent population for the 20-year planning horizon. The equivalent populations for each planning horizon was calculated from the TAZ data as described in **Section 6.1.1**.

- An equivalent population for each of the existing wastewater catchments was calculated using the current condition TAZ data.
- The average dry weather daily flow was divided by the 2020 equivalent population to determine a unit flow factor.
- An equivalent population for each of the existing and future wastewater catchments was calculated using the 20-year planning horizon TAZ data.
- The 20-year planning horizon equivalent population was multiplied by the unit flow factor to calculate the 20-year planning horizon average dry weather daily flow.
- The current average flow pattern for each existing wastewater catchment was used for future flow pattern in the existing wastewater catchments.
- An estimate of 100 gallons per day per equivalent population was used for calculating future flow in the new wastewater catchments.
- The average of all the flow patterns was calculated and applied as the future flow pattern for the new wastewater catchments.

## 7.1.2 Wet Weather Flow

The wet weather component of the wastewater flow is generated by storm events. To meet the required hydraulic criteria, the system must be able to collect and convey the peak wet weather flow contribution generated by the winter 5-year, 24-hour duration storm event.

While the City's system is intended to convey wastewater flows only and is working to reduce I&I, precipitation does enter the system in a number of ways, such as MH lids, cracks in pipes and illicit stormwater connections; this requires the system to be sized to convey some wet weather flows.

The hydraulic modeling conducted for this WWMP evaluated two different wet weather responses based on historical flow monitoring at various locations in the system. The hydrologic and hydraulic model was calibrated and validated to measured flow data for the following storm events:

- January 15 – 29, 2019
- October 16 – 27, 2017
- November 12 – 22, 2017
- April 1 – 14, 2018

The model hydrologic parameters used in the model calibration and validation were used for the existing condition and future condition wet weather flow predictions. This means the rainfall applied to the system in the calibration period behaves the same in the existing and future conditions.

## 7.1.3 Total Peak Wastewater Flow

Total peak wastewater flow is calculated by combining the maximum day DWF with the wet weather flow derived from a modeled design storm with the peak of the storm occurring at the same time as the peak of the dry weather component. The flow conditions also used a Hot Start (discussed in **Section 5.4**) that applies base flow, DWF, and RDII, based on the January 2019 measured rainfall event and subsequent sanitary wastewater collection system flow response. The Hot Start uses the results from the end of the January 2019 storm event to set the groundwater elevation, I&I flow, DWF, and water levels in the collection system.

By modeling peak wastewater flow in this manner rather than relying directly on peak flow data from field measurements, the collection system model can simulate severe, but potentially real, operating conditions. The capacity of the collection system is then evaluated under those worst-case conditions. **Figure 7-1** depicts typical sources of I&I and **Figure 7-2** shows a generic schematic of the wastewater flow components.

Figure 7-1 | Typical Sources of Infiltration and Inflow

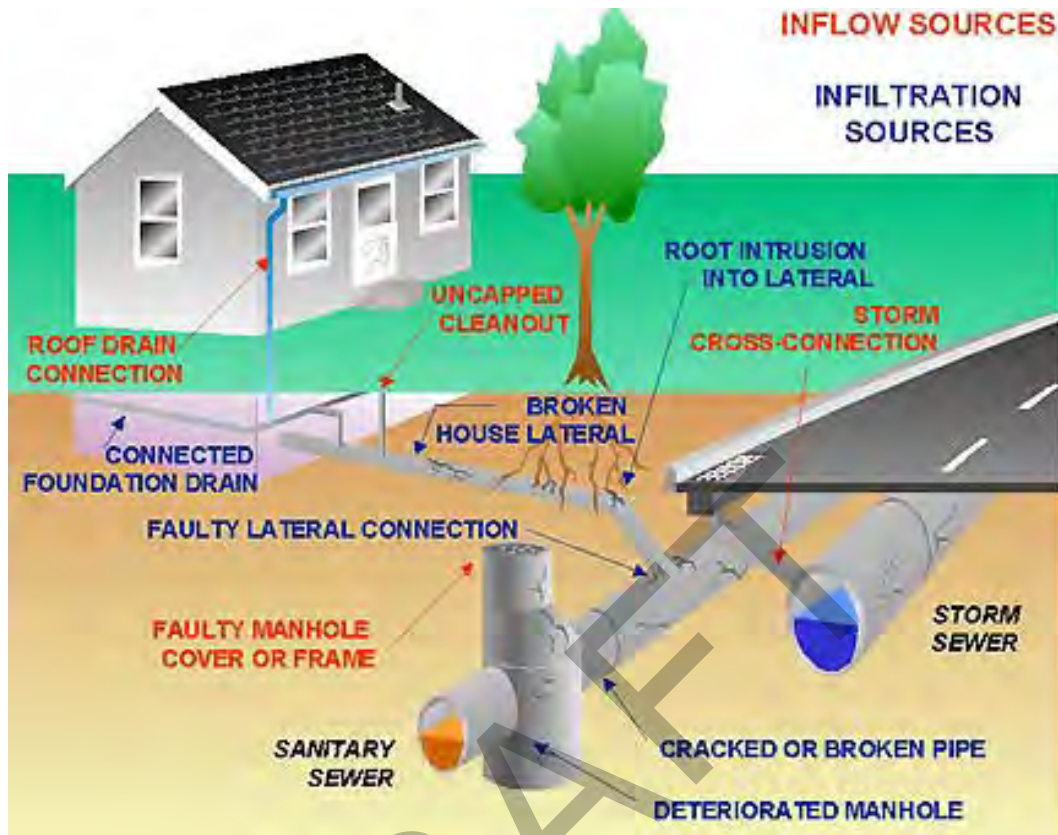
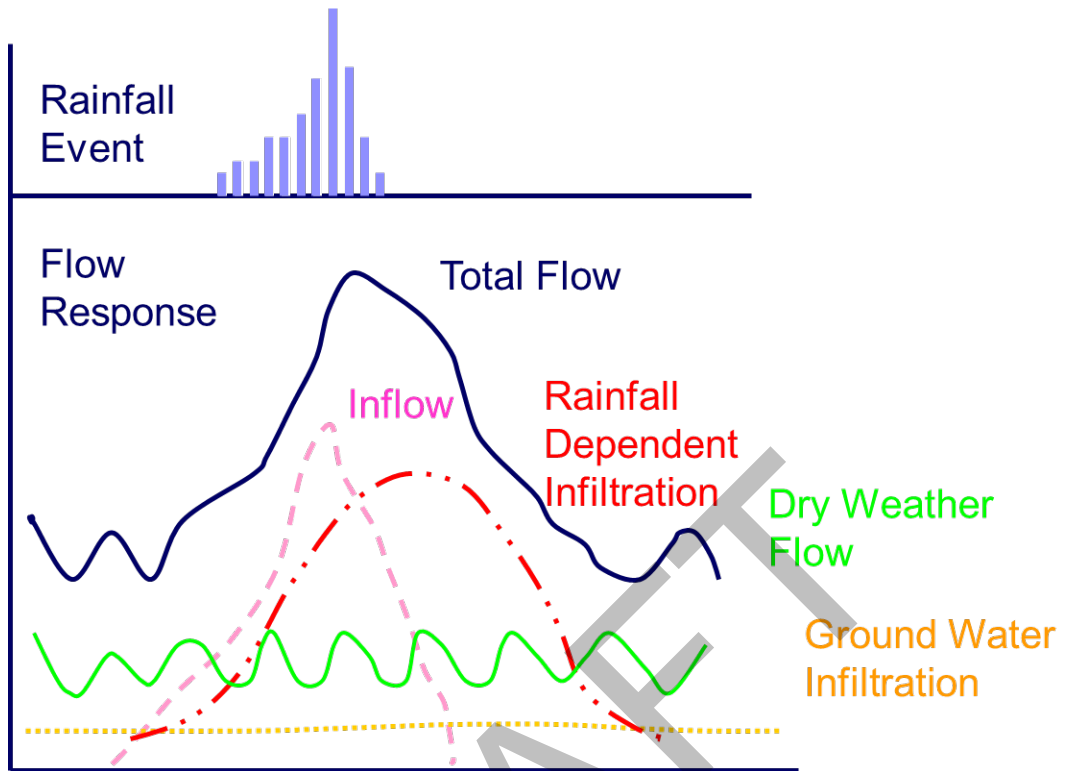


Image courtesy of King County, WA. Used with permission.

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Figure 7-2 | Schematic of Wastewater Flow Components



# Collection System Evaluation

## 8.1 Planning Scenarios

This chapter summarizes the methodology and results of the wastewater collection system analysis. The existing wastewater system was evaluated for existing and future conditions both during DWF and wet weather flow to identify capacity restrictions. The following planning horizons were used:

- Existing Condition – Year 2020
- Future Condition – Year 2045

## 8.2 Model Development

A collection system capacity analysis was performed using MIKE+ modeling software. This analysis focused on the primary wastewater mains, i.e., the skeleton model (**Figure 4-2**). The analysis of the collection system consisted of verifying that piping and pump stations have capacity to carry flows for the existing (2020) and future (2045) design periods. The goal of the analysis was to identify any areas where wastewater surcharging has potential to occur during the estimated peak hour 5-year, 24-hour rain event for the design periods. The design storm used in the model is discussed in **Section 5.4**. The future 2045 planning horizon is discussed in **Chapter 6**, and 2045 flow rates were generated by applying unit flow factors discussed in **Sections 6.1.1.2** and **7.1.1.1**.

Existing flow and piping information, including pipe size, material and inverts were obtained from the prior hydraulic model (see **Chapter 4**) provided by the City. MH rim and invert elevations were also included in the model.

## 8.3 Collection System Capacity Analysis

The wastewater system analysis includes pipeline, pump station and force main capacity evaluations. This section describes the criteria used in the evaluation and the results of the analysis under existing and future conditions.

### 8.3.1 Deficiency Definition

Guidelines for pipeline and pump station design criteria are outlined in **Chapter 5**. The following was used to determine if a pipe or pump station is undersized:

#### 8.3.1.1 Pipelines

Problem areas in the gravity collection piping were identified by using the water surface level in the piping compared to the pipe diameter, or d/D ratio. Where flows exceed a d/D of 0.75, the piping was identified for further analysis to determine the cause. The maximum flow (q) versus capacity of the piping (Q) was also analyzed to determine if the piping is capacity limited or if backwater effect<sup>6</sup> is occurring from a

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<sup>6</sup> Rise in water surface elevation caused by an obstruction or constriction downstream

downstream condition causing the high  $d/D$ . If the  $q/Q$  is greater than 0.75 then the pipe was identified as capacity limited.

### 8.3.1.2 Pump Stations

Pump stations that exceed the firm capacity (largest pump out of service) were identified as a deficient. In addition, velocities for the pump station force mains were evaluated to determine whether they exceeded a maximum value of 8 fps<sup>7</sup>.

## 8.3.2 Existing Condition Deficiencies

### 8.3.2.1 Mid-Springfield Basin

A 910-foot section of 10-inch gravity piping located along Olympic Street from MH 20977 to 20969 is capacity limited based on existing peak flows and will require an upgrade.

### 8.3.2.2 Gateway Basin

A 610-foot section of 10-inch gravity piping is backing up due to a connection to a 42-inch diameter trunk without a drop connection<sup>8</sup>. City staff indicated there may be a suspected stormwater cross-connection in the area that may be causing issues, as well.

The existing peak flows modeled at the Deadmond Ferry Pump Station is 1.4 million gallons per day (MGD), which exceeds the 1.2 MGD firm capacity of the pump station.

### 8.3.2.3 Glenwood Basin

The Nugget Way Pump Station was modeled with existing peak flows at 1.2 MGD, which exceeds the 0.9 MGD firm capacity of the pump station. The pump station was identified as deficient in the 2008 WWMP.

The Glenwood Pump Station was modeled with existing peak flows at 6.2 MGD, which exceeds the 5 MGD firm capacity of the pump station. The pump station was identified as deficient in the 2008 WWMP; however, this pump station is owned by the MWMC and will not be included as a capital improvement project in this WWMP.

### 8.3.2.4 North Springfield Basin

A 1,900-foot section of 10-inch gravity pipeline located along Marcola Road near Kingsford Manufacturing is identified as capacity limited and will require an upgrade from MH 21059 to 21063.

A 1,100-foot section of 12-inch gravity pipeline located north of the OR 126 interchange at Mohawk Boulevard is identified as capacity limited and will require an upgrade from MH 21610 to 21618. This deficiency was also identified in the 2008 WWMP. Southeast of the interchange another capacity-limited pipe about 650 feet long was identified from MH 21523 to 21526.

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<sup>7</sup> As recommended by United States Environmental Protection Agency and Oregon Department of Environmental Quality Pump Station Standards

<sup>8</sup> A drop connection manhole is one that is positioned where a sudden drop in the elevation of pipelines occurs. The incoming pipe is higher than the outgoing pipe.

## 8.3.3 Future Condition Deficiencies

### 8.3.3.1 South Springfield Basin

Approximately 800 feet of 12-inch polyvinyl chloride (PVC) gravity pipeline along South 2nd Street, south of OR 126, from MH 665196 to 665216 will need to be upgraded to meet future peak flows.

### 8.3.3.2 Thurston Basin

A 5,180-foot section of 12-to-18-inch gravity pipeline located along OR 126 between 60th Place and South 71st Street from MH 24304 to 25041 is identified as capacity limited based on future peak flows and will require an upgrade. This deficiency was identified in the 2008 WWMP.

### 8.3.3.3 Gateway Basin

Approximately 920 feet of 15-inch gravity pipeline along Gateway Street from MH 22309 to 23277 will need to be upgraded to meet future peak flows.

## 8.4 Additional Modeling

Based on input from City staff, there are three areas that will require additional modeling and investigation.

### 8.4.1 Downtown Basin

The City has received complaints regarding several properties on West D Street having service laterals crossing private property to West C Street. City staff indicated that there are known issues in the area, and the piping is not well defined between Kelly Boulevard, Pioneer Parkway West, E Street, and C Street. The area will need to be investigated further and the model updated to determine if a pipeline on West D Street is the best option.

### 8.4.2 Mid-Springfield Basin

The area from G Street to D Street and 20th Street to 28th Street is not well defined in the wastewater collection system hydraulic model. The drainage basin for the 21<sup>st</sup> Street Pump Station (at E Street and 21st Street) serves as an overflow for a 15-inch mainline during storm events and needs to be investigated and updated in the model.

### 8.4.3 Gateway Basin

The pipe inlet to the Harlow Pump Station has some backwater issues due to the pump station operation in the model. Also, an 8-inch pipe (Pipe No. 22949\_26230) on Don Street, located north of Lochaven Avenue, is shown in the model connected between an 18-inch pipe and a 48-inch pipe. These areas need to be investigated further, and the model would be updated to accurately reflect the system.

## 8.5 Summary of Deficiencies

**Table 8-1** summarizes the capacity limited areas identified in the model. The corresponding capital improvement program (CIP) number is listed to help with tracking in **Chapter 10 – Capital Improvement Projects**, which discusses the CIPs. **Figure 8-1** shows the locations based on the deficiency identification (ID) number.

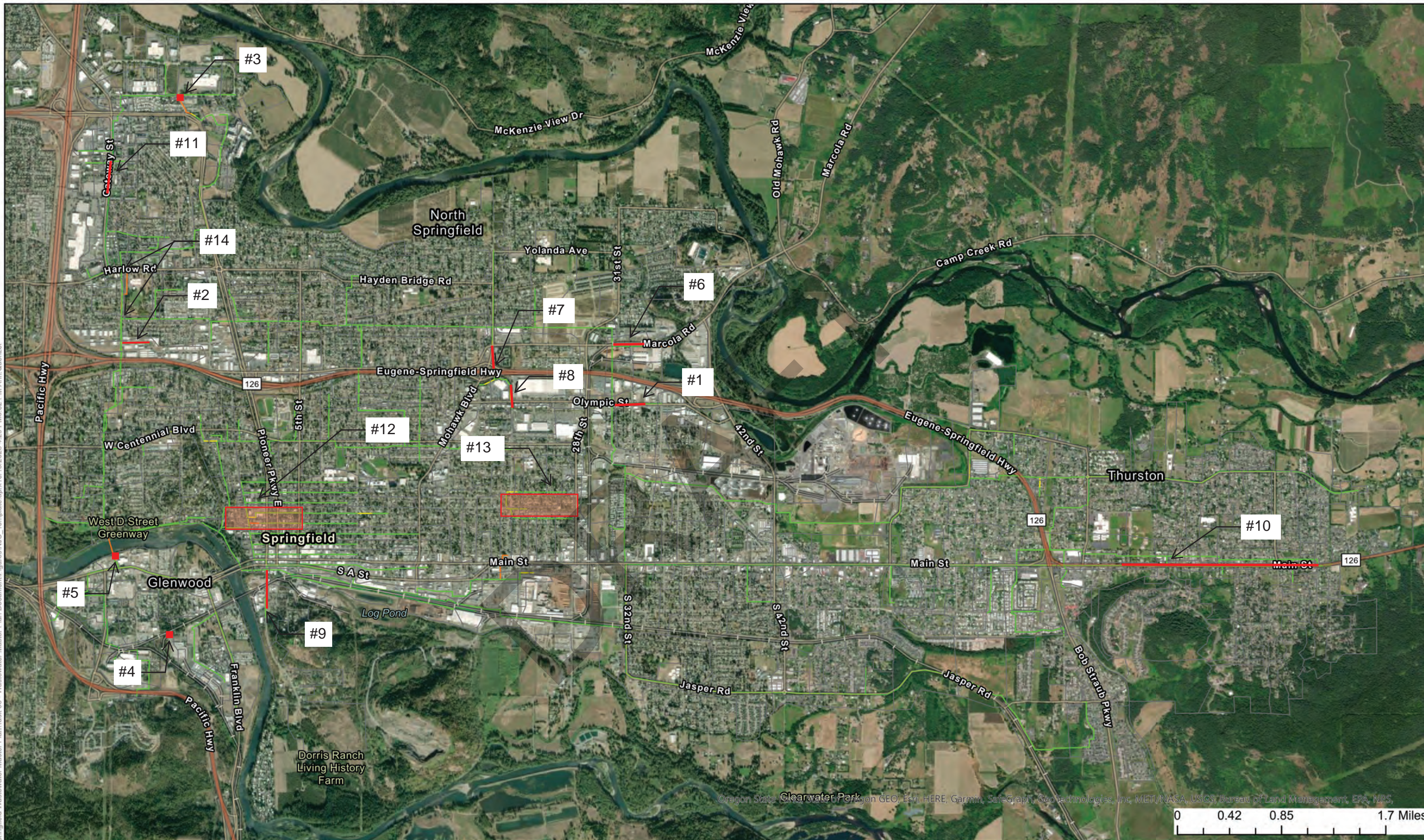
Table 8-1 | Wastewater Collection System Deficiencies

Deficiency ID	CIP	Type	Dia. (in)	Length (ft)	Description	Existing	Year 2045
1	Mid-Springfield #3	Gravity Main	10	910	Gravity pipeline along Olympic Street from MH 20977 to 20969.	Yes	Yes
2	Gateway #4	Gravity Main	10	610	Drop connection needed for tie-in with 42-inch dia. piping at Node 26217 at Shelley Street and Don Street Suspected cross-connection in this area causing capacity issues.	Yes	Yes
3	Deadmond Ferry	Pump Station	-	-	Deadmond Ferry Pump Station	Yes	Yes
4	Nugget Way	Pump Station	-	-	Nugget Way Pump Station	Yes	Yes
5	N/A	Pump Station	-	-	Glenwood Pump Station <sup>a</sup>	Yes	Yes
6	North Springfield #2	Gravity Main	10	1900	Gravity pipeline along Marcola Road by Kingsford Manufacturing from MH 21059 to 21063.	Yes	Yes
7	North Springfield #1b	Gravity Main	12	1100	Gravity pipeline north of interchange at OR 126 and Mohawk Boulevard from MH 21610 to 21618.	Yes	Yes
8	North Springfield #1a	Gravity Main	10	650	Gravity pipeline in shopping center area to the southeast of interchange at OR 126 and Mohawk Boulevard from MH 21523 to 21526.	Yes	Yes
9	South Springfield #1	Gravity Main	12	800	Gravity pipeline along S 2nd Street south of OR 126 from MH 665196 to 665216.	No	Yes
10	Thurston #1	Gravity Main	12-18	5180	Gravity pipeline along OR 126 between 60th Place and S 71st Street from MH 24304 to 25041.	No	Yes
11	Gateway #2	Gravity Main	15	920	Gravity pipeline along Gateway Street from MH 22309 to 23277.	No	Yes
12	Downtown #4	Additional modeling/planning.	-	-	Properties on W D Street have service laterals crossing private property to W C Street. Additional investigation and model update for wastewater basin between Kelly Boulevard & Pioneer Parkway W and E Street & C Street	Yes	N/A
13	Mid-Springfield and 21 <sup>st</sup> PS	Additional modeling/planning.	-	-	Additional investigation and model update for wastewater basin from G Street to D Street and 20th Street to 28th Street. Focus on drainage basin for pump station at E Street and 21st Street	Yes	N/A
14	Gateway #1	Additional modeling/planning.	-	-	Additional investigation and model update for Harlow Road PS influent pipe and 8-inch dia. pipe section (Pipe No. 22949_26230) on Don Street located north of Lochaven Avenue.	Yes	N/A

<sup>a</sup> Regional facility owned by MWMC.



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**City of Springfield, OR  
Wastewater Master Plan**

**Figure 8-1  
Sewer Collection  
System Deficiencies Map**



## 8.6 2008 Wastewater Master Plan for Springfield

The 2008 WWMP identified deficiencies in the collection system and possible future extensions. The 2008 WWMP provided recommendations for improvements to the existing collection system and for future extensions as summarized in **Table 8-2** below.

Table 8-2 | Summary of Recommended Wastewater Collection System Improvements from CH2M Hill 2008 Master Plan

CH2M Project ID	Timeline	Status	Type	Description	Comments
1	Existing	Done	Gravity Trunk Upgrade	Add new parallel 24-inch line from East Springfield Interceptor (near 10th and T Street) to MH 665372 on Centennial Blvd east of 13th.	
2	Existing	Not done	Gravity Main Upgrade	Upgrade gravity line from 12-inch to 21-inch east of 7 <sup>th</sup> Street from MH 21459 to 21468	Current model does not show any issues.
3	Existing	Not done	Gravity Main Upgrade	Upgrade gravity line from 12-inch to 18-inch north of OR 126 interchange with Mohawk Blvd.	Identified as a project in this Plan (North Springfield #1a).
4	Existing	Not done	Gravity Main Upgrade	Upgrade gravity line from 10-inch to 12-inch north of J St from MH 21482 to 21402. Crosses Mohawk Blvd.	Current model does not show any issues.
5	Existing	Not done	Gravity Main Upgrade	Upgrade gravity line from 15-inch to 24-inch located north of E Street from 14th to 19th. Also, north on 14th to MH north of Parker Street From MH 21232 to 21494.	Pipeline is currently not in model. Identified as an area for additional modeling and investigation in this Plan (Mid Springfield 1&2).
6	Existing	Not done	Gravity Main Upgrade	Upgrade gravity line from 10-inch to 15-inch located in parking lot of logging yard and A Street from MH 20949 to 22126.	This was a project (Mid Springfield 4) but was moved to a watchlist since d/D was 0.78 for future flows.
7	Existing	Not done	-	Valve and weir adjustment in flow vault on S 32nd and Main Street reconfigured to prevent flow from going north. Divert all flow south.	Operations & Maintenance
8	Existing	Not done	Gravity Main Upgrade	Upgrade gravity main from 10-inch to 15-inch located on S 41st Street between MH 21626 and 21354.	Current model does not show any issues.
9	Existing	Not done	System Upgrade. New bypass	New 15-inch wet weather bypass from main at Thurston and 58th Street south on 58th to Main Street, then along Main Street to the west crossing Bob Straub Hwy ending at S 54th Street.	Current model does not show any issues on the Thurston Rd main that would require a bypass.
10	Existing	Not done	Gravity Main Upgrade	Upgrade pipeline from 15-/18-inch to 24-inch on Main Street from S 59th Street to 66th Street	Identified as part of a project in this Plan (Thurston #1).

CH2M Project ID	Timeline	Status	Type	Description	Comments
11	Existing	Not done	Gravity Main Upgrade	Upgrade pipeline from 12-inch to 15-inch north of Main Street from 66th Street to 68th Street (MH 24359 to 24624).	Current model does not show any issues.
12	Existing	Not done	Gravity Main Upgrade	Upgrade pipeline from 10-inch to 12-inch north of Main Street at the east end of A Street (MH 25458 to 24010).	Current model does not show any issues.
Rehab for I&I Reduction	Existing	Part of CMOM program.	Rehab	All rehab in Basin SN 22 (see figure). Will complete existing rehab work listed in the 2001 Wet Weather Flow Management Plan (WWFMP).	2001 WWFMP was phased out in Jan 2010 and has been replaced with CMOM program.
Nugget Way PS <sup>a</sup>	Existing	Not done	Pump Station Upgrade	Upgrade pump station from 0.9 MGD (640 gpm) firm capacity to 1.3 MGD (910 gpm).	Identified as a project in this Plan.
Hayden Lo PS	Existing	Not done	Pump Station Upgrade	Upgrade pump station from 0.55 MGD (380 gpm) firm capacity to 0.71 MGD (490 gpm).	Pump station information sheet lists firm capacity at 0.42 MGD.
River Glen PS	Existing	Not done	Pump Station Upgrade	Upgrade pump station from 0.55 MGD (380 gpm) firm capacity to 0.96 MGD (660 gpm).	Pump station information sheet lists firm capacity at 0.7 MGD.
13	Future	Not done	Gravity Main Upgrade	Upgrade pipeline from 12-inch to 18-inch on Main Street from S 66th Street to 70th Street	Identified as part of a project in this Plan (Thurston #1).
14	Future	Not done	Gravity Main Upgrade	Upgrade pipeline from 10-inch to 12-inch north of Main Street at the east end of A Street (MH 24010 to 24091)	Current model does not show any issues.
Rehab for I&I Reduction	Future	Part of CMOM program.	Rehab	22.6k ft in SN19, 7k feet in SN48, 1.5k feet in SN49. This plus reduction due to pipe improvements completes the future rehab listed in the 2001 WWFMP.	2001 WWFMP was phased out in Jan 2010 and has been replaced with CMOM program.
Harbor Drive	Future	Not done	System Extension	Service requirements: 1) new Harbor Drive PS equipped with 2 pumps each with 145 gpm capacity. 2) 134 ft of 5-inch to extend existing 5-inch dry pipe force main 3) 7684 ft of 8-inch pipe to service entire neighborhood.	High potential for part of future service area. Identified as a project for this Plan.
Jasper Road	Future	Partially done	System Extension	Extends system along Jasper Road to allow for the decommissioning of Lucerne Meadows and Golden Terrace PSs. Service requirements: 1) 2581 ft of 10- inch pipe, 2) 3395 ft of 12-inch pipe, and 3) 17016 feet of 21-inch pipe.	Two phases completed (Approx 9200'). Third phase scheduled to be constructed in 2024. Phase 3 consists of installing 5,280 feet of 18 to 24 inch diameter pipeline along Jasper Road to the south side of Bob Straub Parkway near Brand S Rd.

CH2M Project ID	Timeline	Status	Type	Description	Comments
Franklin Blvd	Future	Done	System Extension	Extends the system from the existing 30-inch south along Franklin Boulevard Service requirements: 1) 2411 ft of 8-inch pipe, and 2) 3868 ft of 15-inch pipe.	Approx. 4,100 feet of 18-inch completed. Ends near UGB.
Thurston Rd	Future	Not done	System Extension	Extends the system from the existing 15-inch east along Thurston Road. Service requirements are 3882 ft of 8-inch pipe.	Low potential to occur during planning period.
McKenzie Hwy	Future	Not done	System Extension	Extends the system from the existing 21-inch east along McKenzie Highway. Service requirements: 1) 1924 ft of 10-inch pipe, and 2) 1983 ft of 12-inch pipe.	Low potential to occur during planning period.
Vera Area	Future	Not done	System Extension	Serves the development east of the new Vera pump station. Service requirements: 1924 ft of 10-inch pipe and 1983 ft of 12-inch pipe	High potential for part of future service area. Identified as a project for this Plan.
Peace Health/Riverbend PS	Future	Not done	System Extension	Pump station designed as part of the PeaceHealth/Riverbend Campus Development.	High potential for part of future service area. Identified as a project for this Plan.

<sup>a</sup> Project was not completed. However, an I&I issue found at an upstream MH was identified and resolved. Since then, the O&M staff have continued maintenance and monitoring at this site and have no concern. The site will continue to be monitored as future growth is the biggest driver for this recommendation.

## 8.7 Other Collection System Improvements

The City has completed or is in the process of completing a number of wastewater projects that are not listed in the 2008 WWMP. Many of these projects were related to completion of I&I elimination projects identified in the 2001 Wet Weather Flow Management Plan, others are sewer extension projects that are part of life cycle maintenance or expansion into unserved areas within the UGB. A summary of the projects is listed in **Table 8-3** below.

Table 8-3 | Summary of City of Springfield Wastewater Projects Completed or Near Completed

City Project No.	City Project Title	Year Completed	Description
P21185	70th Street Wastewater Basin Rehabilitation	Design in progress	See <b>Figure 8-2</b> .
P21186	72nd Street Wastewater Basin Rehabilitation	Design in progress	See <b>Figure 8-2</b> .
P21181	S 37th Street, S 38th Street, Osage Street, and Janus Street Pipeline Extension	Under Construction	This project involves installing 2,650 feet of 8-inch wastewater line extensions in four locations to make service available to lots along S 37 <sup>th</sup> Street, S 38 <sup>th</sup> Street, Osage Street/S 40thPlace, and Janus Street. See <b>Figure 8-3</b> .
P21166	South 28th Street Wastewater Pipe Extension	2022	Project consisted of an extension of a 12-inch gravity wastewater pipeline along S 28th Street from F Street south to the city limits (1,360 ft).

City Project No.	City Project Title	Year Completed	Description
P21170	42nd Street to 48th Street Wastewater Pipe Rehabilitation	2022	This project involved 4450 feet of cured-in-place-pipe (CIPP) for a 27-inch concrete pipeline (Thurston trunk line) between 42 <sup>nd</sup> and 48 <sup>th</sup> Street starting near the intersection of E Street and 42 <sup>nd</sup> Street.
P21171	Crest Lane Wastewater Pipe Extension	2020	No further information.
P21132	Wastewater Pipe Rehabilitation – C	2018	As part of the CMOM implementation, this project replaced 1,790 feet of 8-inch pipeline and 1,070 feet of 10-inch pipeline between 10th and 16th and D and E Streets.
P21133	Wastewater Pipe Rehabilitation – B	2018	As part of the CMOM implementation, this project replaced 2,660 feet of 10-inch pipeline between 10th and 16th and B and C Streets.
P21130	Wastewater Pipe Rehabilitation – A	2018	As part of the CMOM implementation, this project replaced 2,670 feet of 8-inch pipeline between 10th and 16th and A and B Streets.

Figure 8-2 | Map of 70th Street and 72nd Street Pipeline Rehabilitation

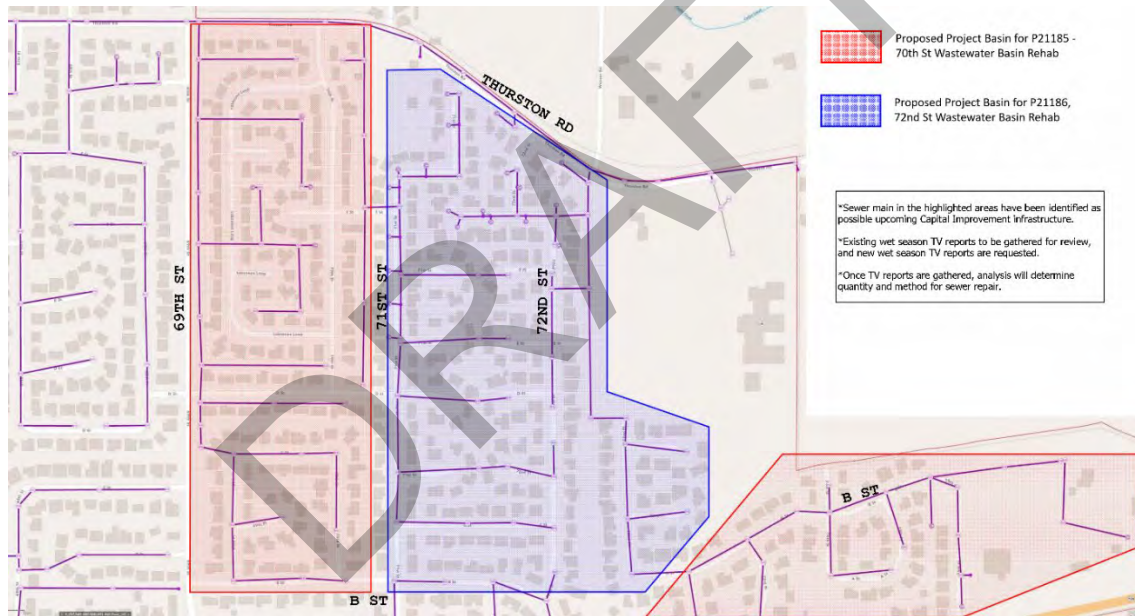
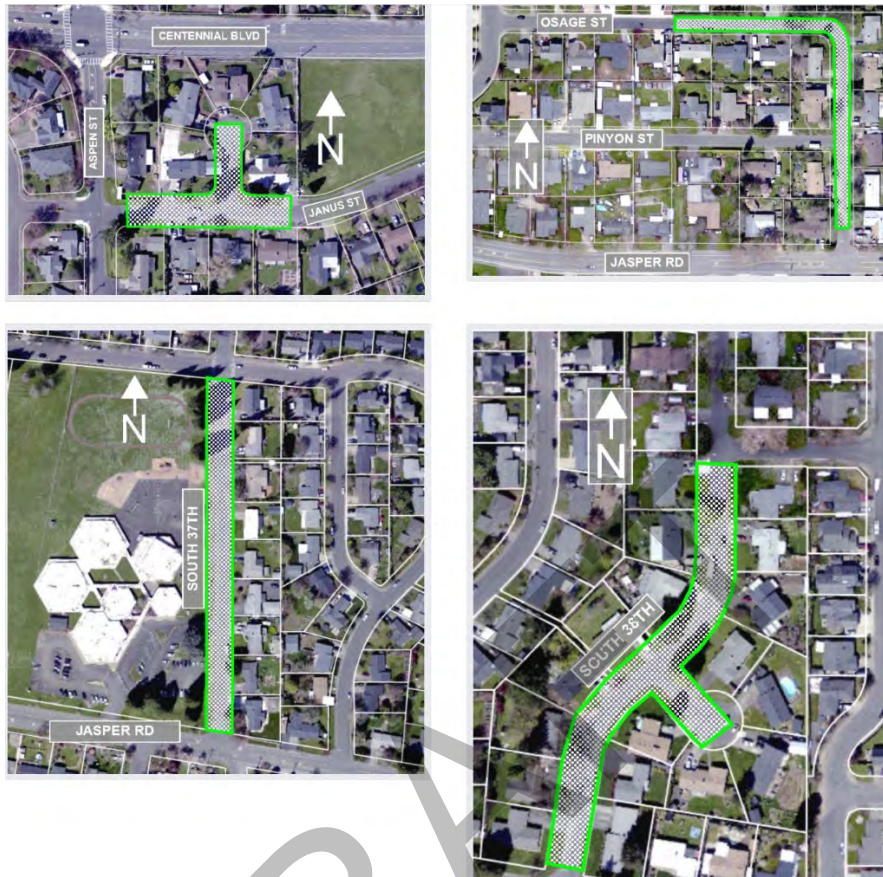




Figure 8-3 | Map S 37th Street, S 38th Street, Osage Street, and Janus Street Pipeline Extensions



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# Recommended Improvements

This section of the WWMP discusses the recommended improvements for the City's wastewater collection system. These improvements address the collection system deficiencies from the model analysis discussed in **Chapter 8** for the existing (2020) and future (2045) peak flow conditions. In addition, projects identified in the 2008 Master Plan that have not yet been completed and are still a potential concern, are addressed. The projects are categorized as near term (0-5 years), intermediate term (6-10 years), and long term (11-20 years) timeframes based on the severity of the capacity restriction and input from City staff. New pipes have been sized to meet the 2045 peak design flows. The projects discussed below are listed in order of recommended priority and have been assigned an identifier for tracking. A summary and cost estimate of the projects is located in **Chapter 10**.

## 9.1 Near Term System Improvements (0-5 years)

### 9.1.1 South Springfield #1 Gravity Upgrade (Deficiency ID 9)

Within the past decade, the existing 8-inch main along S. 2nd Street was replaced and there is now a 12-inch collector. However, five sections of 12-inch pipeline along South 2nd Street have been identified as under capacity for future peak flows once the Harbor Drive pump station is built upstream of this pipe in 2025. Therefore, a new 15-inch pipeline 800 feet long will be required for the 2045 peak flows; however, an additional study should be done to size the upgrade for buildout conditions.

### 9.1.2 Mid-Springfield #3 Gravity Upgrade (Deficiency ID 1)

Three sections of 10-inch pipeline along Olympic Street have been identified as under capacity for existing and future condition peak flows. A new 12-inch pipe section 910 feet long will be required for the 2045 peak flows.

### 9.1.3 Gateway #4 Gravity Upgrade (Deficiency ID 2)

A new drop connection is required at the MH located at Shelley and Don Street (MH #26217) for the 10-inch pipeline to the east on Shelley Street. This pipeline connects to a 42-inch trunk at the same invert elevation and can back up from the trunk flows. The connection can be raised approximately 4-feet to an elevation of 431.0 feet, and the line regraded to MH# 22870 (610 feet) to maintain adequate slope for future peak flows. The rim of MH# 26217 is shown as 437.97 feet in the City's GIS system, which should allow enough cover at the new pipe elevation.

### 9.1.4 North Springfield #2 Gravity Upgrade (Deficiency ID 6)

Four sections of 10-inch pipeline along Marcola Road have been identified as under capacity for existing and future peak flows. A new 12-inch pipe section 1,900 feet long will be required for the 2045 peak flows. According to City staff the area is likely to be at full buildout already and not much additional future growth is expected to occur.

### 9.1.5 Mid-Springfield and 21st Street Pump Station Additional Study (Deficiency ID 13)

The 21st Street Pump Station was identified as a potential project based on the model. Due to the complexity of the piping in this area and the effort required to map it, the model is missing a section of wastewater main line between E and F Streets that contribute significant flow within this catchment area. The absence of these flows from the model creates inaccuracies thus a separate study and a model update should be performed from G Street to D Street and 20th Street to 28th Street. Once the model update is complete, the pump station can be more accurately evaluated.

## 9.2 Intermediate Term System Improvements (6-10 years)

### 9.2.1 Downtown #4 Additional Study (Deficiency ID 12)

Due to problems in the area, including service laterals crossing residential properties, City staff would like to further evaluate and map the piping between Kelly Boulevard & Pioneer Parkway W and E Street & C Street. under a separate study. Once the model update is complete, a more accurate evaluation can occur to extend piping to better serve the existing properties.

### 9.2.2 Gateway #1 Additional Study (Deficiency ID 14)

The model shows the inlet piping to the Harlow Pump Station backing up from the pump station operating levels in the wetwell<sup>9</sup>. Also, a 10-foot section of 8-inch of piping between MH#'s 22949 and 26230 appears to be surcharging, but the configuration is questionable as it is shown as a connector between two large trunk pipelines. Further analysis should be conducted in these two areas and the model updated accordingly.

### 9.2.3 North Springfield #1b Gravity Upgrade (Deficiency ID 8)

Two sections of 10-inch pipeline located behind a shopping center southeast of the interchange at OR 126 and Mohawk Boulevard. have been identified as under capacity for existing and future condition peak flows. A new 12-inch pipe section 650 feet long will be required for the 2045 peak flows.

### 9.2.4 Harbor Drive Extension

A wastewater pipeline extension, including a pump station, was identified in the 2008 Master Plan to serve a future area located near Harbor Drive in the southwestern part of the UGB. The Harbor Drive Pump Station is programmed in the current CIP, and funding to begin planning and design is expected to be included in the Fiscal Year (FY) 2025-26 Capital Budget with construction anticipated to follow in FY 2026-26. The pump station will be located at the north end of Harbor Drive near Dorris Street. This project includes a 134-foot connection to an existing dry 5-inch force main. The existing force main discharges to MH # 24898 on S 2nd Street. The project also includes 7,684 feet of 8-inch gravity pipe to help serve the area as development progresses.

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<sup>9</sup> Separate basin that temporarily holds the wastewater located adjacent to the pump room

## 9.3 Long-Term System Improvements (11-20 years)

### 9.3.1 Thurston #1 Gravity Upgrade (Deficiency ID 10)

Fifteen sections of 12 to 18-inch pipeline located along OR 126 have been identified as under capacity for future peak flows. A new 15-inch pipe section 2,230 feet long, 18-inch section 2,150 feet long, and 21-inch section 800 feet long will be required for the 2045 peak flows. This project was also identified in two instances (Project ID No. 10 and 13) as a project in the 2008 Master Plan. According to City staff, construction could be difficult along the highway due to traffic volume. An alternative may be to upgrade the wastewater main along 'A' Street (parallel to the north) and divert flows to that line, but additional analysis would be required.

### 9.3.2 North Springfield #1a Gravity Upgrade (Deficiency ID 7)

Two sections of 12-inch pipeline located along Mohawk Boulevard, have been identified as under capacity for existing and future condition peak flows. A new 15-inch pipe section 1,110 feet long will be required for the 2045 peak flows. This project was also identified as a project in the 2008 WWMP (Project ID No. 3).

### 9.3.3 Gateway #2 Gravity Upgrade (Deficiency ID 11)

Four sections of 15-inch pipeline located along Gateway Street, have been identified as under capacity for future peak flows. A new 18-inch pipe section 920 feet long will be required for the 2045 peak flows.

### 9.3.4 North Springfield Trunk Extension

A pipeline extension was identified in the 2008 Master Plan to serve a future area including a number of existing houses located along Hayden Bridge Rd. in the north part of the UGB. This extension would connect to the Vera Street Pump Station. This project includes approximately 7,500 feet of 12-inch gravity pipe and 2,080 feet of 8-inch pipeline to help serve the area. This extension was originally identified in the 2008 Master Plan (Vera Area) and is still considered a potential project for this planning period.

## 9.4 Near Term Pump Station Improvements (0-5 years)

### 9.4.1 Deadmond Ferry Pump Station

The Deadmond Ferry Pump Station will require a firm capacity of 1,050 gallons per minute (gpm) in order to meet the peak flows for the existing and future conditions. The existing firm capacity of the pump station is 830 gpm. This project is considered a higher priority since City staff anticipate near term future growth in this area.

### 9.4.2 Nugget Way Pump Station

The Nugget Way Pump Station will require a firm capacity of 850 gpm in order to meet the peak flows for the existing and future conditions. The existing firm capacity of the pump station is 600 gpm. Growth is expected in the area. The rate of growth and flow impact should be monitored with flow monitoring.



## 9.5 Intermediate Term Pump Station Improvements (6-10 years)

### 9.5.1 River Glen Pump Station

The River Glen Pump Station was identified as a project in the 2008 WWMP. This pump station is not in the City's current model, so an updated capacity evaluation was not conducted. A model update should be done to determine whether this upgrade is still valid. Based on the prior plan, this pump station will require a firm capacity of 660 gpm in order to meet the peak flows modeled at that time. The existing firm capacity of the pump station is 490 gpm.

### 9.5.2 Hayden Lo Pump Station

The Hayden Lo Pump Station was identified as a project in the 2008 WWMP. This pump station is not in the City's current model, so an updated capacity evaluation was not conducted. A model update should be done to determine whether this upgrade is still required. Based on the prior plan, this pump station will require a firm capacity of 490 gpm in order to meet the peak flows modeled at that time. The existing firm capacity of the pump station is 290 gpm.

## 9.6 Long Term Pump Station Improvements (11-20 years)

### 9.6.1 PeaceHealth Pump Station Service Extension

The PeaceHealth Pump Station service extension was identified as a project in the 2008 WWMP. This extension would serve a future area located at the east end of Deadmond Ferry Road within the UGB as part of the PeaceHealth Riverbend campus development. Calculating flow from the potential contributing area estimates the required firm capacity for the pump station to be 240 gpm resulting in approximately 700 feet of 4-inch force main.

### 9.6.2 North Gateway Pump Station Service Extension

This extension will serve a future area located in the northwest part of the UGB north of International Way and bounded by I-5 and the McKenzie River. Calculating flow from the potential contributing area estimates the required firm capacity for the pump station to be 480 gpm resulting in a 6-inch force main approximately 1,700 feet long. The future force main could be connected to the 8-inch gravity line located on Sports Way and could be routed along Royal Caribbean Way to the north.

### 9.6.3 28th Street Pump Station Service Extension

This extension will serve a large future service area located in the south part of the UGB at the south end of 28th Street. This area is bounded by the UGB and City limits to the north and south and S 18th Street and S 42nd Street to the east and west. The City recently constructed a 12-inch gravity main extension along 28th Street that is 1,360 feet long and connects to the existing gravity line on S F Street. The pump station would be located south of the bridge and connect to this line. Calculating flow from the potential contributing area estimates the required firm capacity for the pump station to be 780 gpm resulting in an 8-inch force main approximately 520 feet long.



# Capital Improvements Program

This section summarizes Springfield’s CIP which consists of a list of recommended prioritized wastewater collection system projects and estimated costs in 2023 dollars.

The CIP is a result of the capacity analysis and project reviews described in **Chapter 8** and **Chapter 9**. Prior to implementation, each project should undergo standard engineering design phases to finalize improvement sizing and location.

## 10.1 Cost Estimate Development

Construction costs are estimated using a combination of engineering experience with similar past projects and indexes published by sources such as the Engineering News Record (ENR). If available, previous pipe alignments were used to estimate preliminary layouts and utilized when preparing construction costs estimates.

All project descriptions and cost estimates in this document represent a Class 5 budget estimate in 2023 dollars, as established by the American Association of Cost Engineers. This preliminary estimate class is used for conceptual screening and assumes project definition maturity level below two percent. The expected accuracy range is -20 to -50 percent on the low end, and +30 to +100 percent on the high end, meaning the actual cost should fall in the range of 20 percent below the estimate to 100 percent above the estimate.

The cost estimates are consistent with the definition of OAR 660-011-0005(2) and OAR 660-011-035 which define “rough cost estimates” for facility plans as “approximate costs expressed in current-year dollars.” These estimates are intended to “provide an estimate of the fiscal requirements to support the land use designation” and “for use by the facility provider in reviewing the provider’s existing funding mechanisms.” They are intended to be used as guidance in establishing funding requirements based on information available at the time of the estimate. The CIP cost estimates should be reevaluated periodically to account for changes due to inflation.

It is important to note that the CIP omits costs for routine maintenance. For budgeting purposes, it is assumed that a new pump station will be required for the pump station upgrades, since a facility evaluation was not conducted as part of this Plan. However, these projects could cost substantially less if only the pumps need to be replaced or modified.

### 10.1.1 Contingencies

Contingencies are a prudent inclusion in planning cost estimates to account for unforeseen circumstances that may increase costs. For the purposes of this planning document and preliminary cost estimates, a contingency amount equal to 30% of the estimated construction cost and engineering, legal and administrative costs is used. This works out to be about 45% of the construction cost.

### 10.1.2 Engineering

Engineering costs include preliminary design, surveying, design, construction management, and inspection services provided by a consulting engineering firm. Engineering cost estimates generally range from approximately 25% of the estimated construction costs for small projects to 15% of construction costs for larger projects. For the planning purposes in this Plan, an average engineering cost equal to 20% of estimated construction cost is used.

### 10.1.3 Legal and Administrative

Legal and administrative costs include such items as legal counsel regarding contracts and contract documents, costs related to obtaining and recording easements and permits, costs of grant and/or loan administration, additional city administration expenses occurring during a project, and other miscellaneous legal and administrative costs. A cost equal to 5% of the estimated construction cost is used for the estimates in this Plan.

### 10.1.4 Contractor Markup

Contractor markup costs include the contractor's markup for labor and materials for construction projects. A cost equal to 25% of the estimated construction cost is used for the estimates in this Plan.

## 10.2 Capital Improvements Projects

Costs estimates for the projects described in **Chapter 9** are provided in **Table 10-1** and **Table 10-2** as well as **Figure 10-1** on the following pages.

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Table 10-1 | Springfield Capital Improvements Program - Piping

# on Map	CIP	Type	Exist. Dia (in)/ Capacity (gpm)	Proposed Dia (in)/ Capacity (gpm)	Length (ft)	Description	Comments	Priority	Timeline	Modeling/ Planning	Construction Cost	50% Engineering, Admin, Contractor Markup	30% Contingency	Total Cost
1	South Springfield #1	Capacity for future flows. Study/Additional modeling.	12	15	800	Upgrade PVC gravity sewer along S 2nd St south of SR 126 from MH 665196 to 665216.	High priority. Pump station is planned to be built in the near future and development will follow, though no large subdivisions are expected to occur. A study/model under buildout conditions should be conducted before designing.	Near Term	0-5yr	\$ 50,000	\$ 500,000	\$ 250,000	\$ 225,000	\$ 1,025,000
2	Mid-Springfield #3	Capacity for existing and future flows.	10	12	910	Upgrade PVC gravity sewer along Olympic St. from MH 20977 to 20969.	High priority since existing d/D is greater than 0.8 and relatively low impact construction.	Near Term	0-5yr	-	\$ 490,000	\$ 245,000	\$ 221,000	\$ 956,000
3	Gateway #4	Backwater from tie-in with larger pipe.	10	10	610	Install new drop connection MH at Node 26217 at Shelley St. and Don St. Regrade upstream piping on Shelley St. to MH 22870.	Suspected cross-connection in this area causing capacity issues. Drop connection needed for tie-in with 42-inch diameter piping.	Near Term	0-5yr	-	\$ 318,000	\$ 159,000	\$ 143,000	\$ 620,000
4	North Springfield #2	Capacity for existing and future flows.	10	12	1900	Upgrade PVC gravity sewer along Marcola Rd. by Kingsford Manufacturing from MH 21059 to 21063.	Area likely to be at full buildout already.	Near Term	0-5yr	-	\$ 1,029,000	\$ 515,000	\$ 463,000	\$ 2,007,000
5	Mid-Springfield and 21st Street PS	Study/Additional modeling.	-	-	-	Additional investigation and model update for sewer basin from G St. to D St. and 20th St. to 28th St. Pump station at E St. and 21st St.	The model drainage basin for pump station needs refinement and 15-inch sewer main needs to be added to model.	Near Term	0-5yr	\$ 75,000	-	-	-	\$ 75,000 <sup>a</sup>
6	Downtown #4	Study/Additional modeling.	-	-	-	Additional investigation and model update for sewer basin between Kelly Blvd. & Pioneer Parkway W and E St. & C St.	New sewerline on W D Street may be required. Service laterals crossing private property. There are a lot of problems in the area and the piping is not well mapped out requiring further investigation.	Intermediate Term	6-10 yr	\$ 75,000	-	-	-	\$ 75,000 <sup>a</sup>
7	Gateway #1	Study/Additional modeling.	-	-	-	Additional investigation and model update for Harlow Rd. PS inlet pipe and 8" dia. pipe section (Pipe No. 22949_26230) on Don St. located north of Lochaven Ave.	Inlet to Harlow PS backing up due to PS wetwell operation. Also an 8" pipe connected between an 18" pipe and a 48" pipe on Don Street needs to be investigated further.	Intermediate Term	6-10 yr	\$ 50,000	-	-	-	\$ 50,000 <sup>a</sup>
8	North Springfield #1b	Capacity for existing and future flows.	10	12	650	Upgrade PVC gravity sewer behind shopping center area to the southeast of interchange at SR 126 and Mohawk Blvd. from MH 21523 to 21526.	Peak flows are nearing capacity of piping for existing and future conditions.	Intermediate Term	6-10 yr	-	\$ 360,000	\$ 180,000	\$ 162,000	\$ 702,000
9	Harbor Drive	Future Service Extension		8 (gravity)/ 5 (force main)	7818	Service requirements: 1) new "Harbor Drive" PS equipped with 2 pumps each with 145 gpm capacity. 2) 134 ft of 5-inch to extend existing "dry pipe" force main 3) 7684 ft of 8-inch pipe to service entire neighborhood.	Most cost effective solution makes use of the existing "dry pipe" force main in place north of the neighborhood.	Intermediate Term	6-10 yr	-	\$ 3,949,000	\$ 1,975,000	\$ 1,777,000	\$ 7,701,000

# on Map	CIP	Type	Exist. Dia (in)/ Capacity (gpm)	Proposed Dia (in)/ Capacity (gpm)	Length (ft)	Description	Comments	Priority	Timeline	Modeling/ Planning	Construction Cost	50% Engineering, Admin, Contractor Markup	30% Contingency	Total Cost
10	Thurston #1	Capacity for future flows.	12-18	15-21	5180	Upgrade concrete pipe and PVC gravity pipe along SR 126 between 60th Pl and S 71st St. From MH 24304 to 25041.	Lower priority triggered by future growth. Monitor growth. Diversion to A Street sewer main (upgraded) should be considered first. Identified in prior sewer plan as needing to be upgraded for existing and future peak flows.	Long Term	11-20 yr	-	\$ 3,225,000	\$ 1,613,000	\$ 1,451,000	\$ 6,289,000
11	North Springfield #1a	Capacity for existing and future flows.	12	15	1110	Upgrade concrete gravity sewer north of interchange at SR 126 and Mohawk Boulevard from MH 21610 to 21618.	Peak flows are nearing capacity of piping for existing and future conditions. Identified in prior sewer plan as needing to be upgraded for existing peak flows.	Long Term	11-20 yr	-	\$ 670,000	\$ 335,000	\$ 302,000	\$ 1,307,000
12	Gateway #2	Capacity for future flows.	15	18	920	Upgrade concrete gravity sewer along Gateway Street from MH 22309 to 23277.	Peak flows are nearing capacity of piping for future conditions.	Long Term	11-20 yr	-	\$ 606,000	\$ 303,000	\$ 273,000	\$ 1,182,000
13	North Springfield Trunk (Vera Area)	Future Service Extension	-	8, 12	9583	Services the development east of the new Vera Pump Station along Hayden Bridge Road.		Long Term	11-20 yr	-	\$ 5,144,000	\$ 2,572,000	\$ 2,315,000	\$ 10,031,000
										Subtotal 0-5 yr	\$ 125,000	\$ 2,337,000		\$ 4,683,000
										Subtotal 6-10 yr	\$ 125,000	\$ 4,309,000		\$ 8,528,000
										Subtotal 11-20 yr	\$ -	\$ 9,645,000		\$ 18,809,000
										Total	\$ 250,000	\$ 16,291,000	\$ 32,020,000	\$ 32,020,000

<sup>a</sup> Total Cost is unknown until a solution is found during the additional modeling study is completed.

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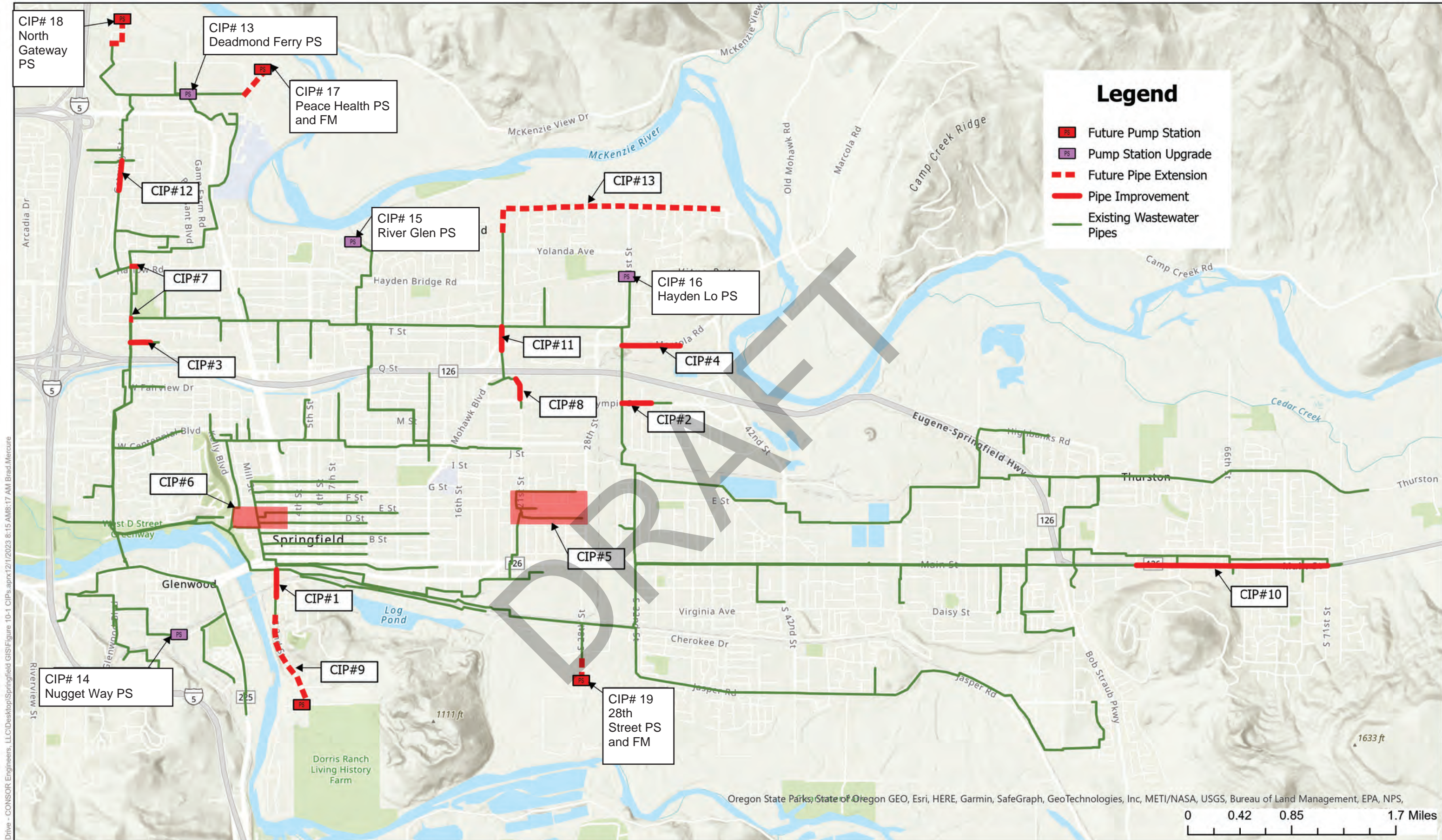
Table 10-2 | Springfield Capital Improvements Program – Pump Stations<sup>a</sup>

# on Map	CIP	Type	Peak Existing Flow (gpm)	Peak Future Flow (gpm)	Existing Firm Capacity (gpm) <sup>b</sup>	Proposed Firm Capacity (gpm)	Description	Comments	Priority	Timeline	Construction Cost	50% Engineering, Admin, Contractor Markup	30% Contingency	Total Cost
13	Deadmond Ferry PS	Pump Station Upgrade for existing and future flows.	997	1046	833	1050	Located east of Game Farm Road and Maple Island Road. Upgrade existing pumps.	Near future growth is expected in the area. Cost reflects pump station replacement but may be less if only pumps need to be replaced or modified. Flow monitoring suggested prior to preliminary design.	Near Term	0-5yr	\$ 2,782,000	\$ 1,391,000	\$1,252,000	\$ 5,425,000
14	Nugget Way PS	Pump Station Upgrade for existing and future flows.	853	853	597	850	Located at E 19th Avenue and Nugget Way. Upgrade existing pumps.	Near future growth is expected in the area. Cost reflects pump station replacement but may be less if only pumps need to be replaced or modified. Flow monitoring suggested prior to preliminary design.	Near Term	0-5yr	\$ 2,318,000	\$ 1,159,000	\$1,043,000	\$ 4,520,000
15	River Glen PS	Pump Station Upgrade for existing and future flows.	Not in model	Not in Model	490	660	Located northwest of intersection of McKenzie Crest Drive and Royal del Lane Upgrade existing pumps.	Identified in prior sewer plan. Was not in current City model. A flow study/model should be conducted before designing. Cost reflects pump station replacement, but may be less if only pumps need to be replaced or modified.	Intermediate Term	6-10 yr	\$ 1,854,000	\$ 927,000	\$ 834,000	\$ 3,615,000
16	Hayden Lo PS	Pump Station Upgrade for existing and future flows.	Not in model	Not in Model	290	490	Located northwest of intersection of W Street and 31st Street Upgrade existing pumps.	Identified in prior sewer plan. Was not in current City model. A flow study/model should be conducted before designing. Cost reflects pump station replacement, but may be less if only pumps need to be replaced or modified.	Intermediate Term	6-10 yr	\$ 1,623,000	\$ 812,000	\$ 731,000	\$ 3,166,000
17	Peace Health PS and Force main	Pump Station for future extension.	Not in model	240	NA	240	Future pump station located in the North Gateway area west of McKenzie River.	Identified in prior sewer plan. To serve PeaceHealth and Riverbend Campus development.	Long Term	11-20 yr	\$ 2,076,000	\$ 1,038,000	\$ 934,000	\$ 4,048,000
18	North Gateway PS and Force main	Pump Station for future extension.	Not in model	480	NA	480	Future pump station(s) located and 1,700 feet of 6" force main in the North Gateway area.		Long Term	11-20 yr	\$ 2,236,000	\$ 1,118,000	\$1,006,000	\$ 4,360,000
19	28th Street PS and Force main	Pump Station for future extension.	Not in model	780	NA	780	Future pump station(s) located at the south end of 28th Street.		Long Term	11-20 yr	\$ 1,098,000	\$ 549,000	\$ 494,000	\$ 2,141,000
<b>Subtotal 0-5 yr</b>											<b>\$ 5,100,000</b>			<b>\$ 9,945,000</b>
<b>Subtotal 6-10 yr</b>											<b>\$ 3,477,000</b>			<b>\$ 6,781,000</b>
<b>Subtotal 11-20 yr</b>											<b>\$ 5,410,000</b>			<b>\$ 10,549,000</b>
<b>Total</b>											<b>\$ 13,987,000</b>			<b>\$ 27,275,000</b>

<sup>a</sup> The COE has reviewed and approved the projects listed in Table 10-2. Please see Section 11.2.4 for description of the inter-governmental agreement between Eugene and Springfield for pump station maintenance.

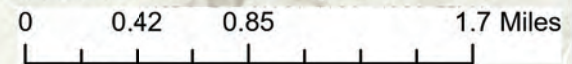
<sup>b</sup> From Eugene/Springfield Pump Station Information Spreadsheet





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Oregon State Parks, State of Oregon GEO, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS,



### City of Springfield, OR Wastewater Master Plan

**Figure 10-1  
Capital Improvement Program  
Piping and Pump Station**



# CMOM Program

## 11.1 Introduction and Background

This chapter assesses the Capacity, Management, Operations, and Maintenance (CMOM) program for the City's wastewater collection system and recommends policy and procedure updates to support effective preservation, replacement, and rehabilitation of the City's wastewater collection network. The assessment is based on a review of existing City policies and procedures, comparison to the CMOM practices of similarly sized utilities, general industry best practices, and pertinent state and federal regulatory requirements.

The CMOM is an industry-accepted approach applied by agencies around the country to adaptively manage their wastewater collection infrastructure. In May 2014, the MWMC adopted a regional CMOM Framework Document and directed its partner agencies to develop local CMOM programs to address the ongoing effort to reduce I&I in both the public and private wastewater collection systems with a proactive and continuous approach. In 2015, Development and Public Works staff drafted a CMOM implementation plan (see **Appendix E**) using the findings from a 2014 gap analysis, EPA guidance documents, and MWMC's regional framework document. Springfield's CMOM program goals include improved wastewater infrastructure performance, protection of the regional wastewater treatment system against excessive wet weather flows and associated operational costs, efficient infrastructure planning for future development, a defensible regulatory-compliant strategy, and improved protection of the public and environment from exposure to wastewater overflow and backups. City staff informed Council of the draft CMOM plan in a July 2015 Communication Packet Memo.

## 11.2 Existing CMOM Program

### 11.2.1 Capacity Assessment

The City has 15 portable flow monitors to record flows in areas of the collection system and its collection system model. Currently, the City does not have rain gauges within the service area, but staff is working to install a new rain gauge on one of the City's fire stations. There is no formal flow monitoring program at this time, and currently the flow monitors are used to assess I&I in sewer sub-basins and rehabilitation work.

A collection system model is used to assess capacity issues and evaluate impacts from future developments and updates in the wastewater collection system. The City periodically updates its WWMP to identify collection system issues and plan for long term growth.

### 11.2.2 Operations and Maintenance

#### 11.2.2.1 Inspections and Testing

The City has two closed caption television (CCTV) trucks to inspect piping for both the wastewater and stormwater collection systems. Pipes are inspected according to National Association of Sewer Service Companies (NAASCO) standards. Currently, the City videos the entire collection system every three to five years, basin by basin, and notes the pipe condition in GIS. MHs are inspected routinely and inspection forms

are updated in the GIS field mapping. Smoke and dye testing is done on an as-needed basis to help identify cross-connections with the stormwater system.

#### 11.2.2.2 Data Management

The City maintains a map and data for the collection system in GIS including piping, MHs, areas requiring more frequent cleaning, pipe condition, and customer calls. The City has asset management software that can also track inspections, cleaning and maintenance schedules/work orders, repairs/rehabilitation, and emergency responses.

#### 11.2.2.3 Cleaning

The City has a hydro-jetter to clean collection system piping basin by basin. Some of the piping must be cleaned two to three times a year and are marked as “problem areas” in GIS. The City cleans approximately 80% of the collection system per year with the whole system cleaned once every 1-1/2 to 2 years. The City has two combination Vactor trucks used for hydro-jetting and clearing blockages in the stormwater collection system. These trucks can be used, if necessary, for cleaning lines in the wastewater collection system.

Root removal is done with the hydro-jetter, and a root saw attachment for larger roots. The City uses chemicals for root removal on lines smaller than 8-inch diameter. Problem areas are tracked by the City for more frequent root removal.

#### 11.2.2.4 Hydrogen Sulfide

Hydrogen sulfide corrosion has not been a major issue with the collection system and therefore is not addressed in Springfield’s CMOM program.

#### 11.2.2.5 Pump Stations

Springfield’s pump stations have been maintained by the COE’s Public Works department since 1982 as outlined in an IGA between the two cities, see **Appendix F**. As stated in the IGA Item #10, Eugene shall be consulted in the planning, construction, review and inspection of new pump stations. While Springfield has the responsibility to approve design plans for the pump stations and ensure proper construction, the COE shall provide recommended specifications for the design. The COE currently operates and maintains 48 pump stations, including 16 of Springfield’s pump stations.

The COE currently has three teams of two pump technicians performing inspections, operations and maintenance, and emergency response for the pump stations. All of the pump stations are inspected once every two weeks. Regardless of the lift station’s configuration, the inspections include the time the pumps were on, amps consumed, and the wet well levels. Each individual pump station has an inspection checklist that the technicians use to record the inspection results. Because each pump station has unique features, there are not a set of standard operating procedures (SOPs) that apply to all of the pump stations; each pump station has its own SOPs that are contained in a binder along with all of the equipment manufacturer operations and maintenance (O&M) information. Records for all the inspections are kept with each station’s O&M binder and in Eugene’s Wastewater Division’s maintenance management system program.

### 11.2.3 Current Rehabilitation and Replacement Practices

Currently, the City maintains a piping database that tracks pipe age. Flow monitoring is being used to evaluate I&I and rehabilitation work in micro-basins with 8-inch and smaller piping. There currently is no target for pipe replacement based on actual need.

### 11.2.4 Industrial Pretreatment and BMP Program

The City's Environmental Services Division maintains the Industrial Pretreatment Program and the Best Management Practices (BMPs) Program. There are approximately 18 permitted industrial dischargers, 210 Food Service Facilities, 31 Dental Facilities, and 3 Brewers, Wine Makers, or Distillers discharging to the collection system that require pretreatment.

### 11.2.5 Staffing

The Development and Public Works Department's Operations Division is responsible for maintaining the wastewater collection system. The City currently has nine full-time employees (FTEs) for collection system maintenance with eight field staff. Staff are trained through an apprenticeship program. Currently, there is not a fully trained repair crew for the collection system.

The COE budgets for one FTE for maintaining and operating Springfield's pump stations. There are a total of 10 FTEs for both pump stations and collection system maintenance.

### 11.2.6 Design and Construction Standards

Springfield's Engineering Design Standards and Procedures Manual (EDSPM), Chapter 2 covers design standards and considerations for the wastewater collection system and pump stations. The standards provide guidance and requirements for the following:

- Per capita flow rates for new construction;
- Design standards for piping and MHs;
- Service laterals;
- Piping location;
- Rehabilitation and repairs;
- Pump station design;
- Pump station reliability; and
- Force main design and testing.

In addition, the City has Standard Drawings including MH and pipe connection details.

As per EDSPM 2.02.2 Sewer Study, the City does require a hydraulic capacity study to be completed and submitted to the City when the collection system is extended to serve a development generating flow above 5,000 gallons per day or exceeding ten percent of the total flow in the downstream study. However, there are currently no standards for determining collection system capacity requirements for future development. As such, it is recommended that the City amend Springfield Development Code 4.3.105 and/or the EDSPM to establish collection system capacity standards based on the water level (d) versus the pipe diameter (D):

- $d/D > 0.75$  for existing piping
- $d/D = 0.5$  for new piping design flows

In 2022, Springfield adopted the Oregon Standard Specifications for Construction as the construction standards for the City. The specifications cover standard material, construction and testing procedures for new sewer gravity piping installations.

### 11.2.7 Sanitary Sewer Overflow Response Plan

Springfield has a separate Overflow Emergency Response Plan (OERP) that is not included in their CMOM plan. However, the CMOM plan does address how staff are notified of unplanned or emergency maintenance. A crew led by a Wastewater Supervisor, with a Level 4 Wastewater certification, is sent out immediately to assess the source of the overflow, correct/repair the cause, and provide clean-up. The Development and Public Works Department is notified of the overflow so that reporting to appropriate state agencies occurs. The COE is responsible for responses to SSOs at pump stations.

The COE does have an emergency response plan for pump station overflows. One of the three pumps station crews from Eugene Public Works is on-call to respond 24 hours a day, 365 days per year. A call-out list is used to notify crews of an emergency after normal business hours. Each pump station has an O&M binder with a sheet that details generator capabilities, pump-around options, and a list of equipment needed to perform emergency procedures in case of pump station failure. Management staff at the WPCF also have copies of these sheets so that the appropriate resources can be allocated during an emergency. Each pump station has an emergency pump, or port for pump around, in case of pump failure.

### 11.2.8 Financial Management

The annual costs associated with the management of the wastewater collection system are discussed in **Chapter 12**.

## 11.3 Comparison to other Cities

Springfield’s CMOM program was compared to two other municipalities. These cities, their population, miles of piping, and other comparators from Census data are listed in **Table 11-1**:

Table 11-1 | Comparison of Cities

Item	Springfield, OR	Urbana, IL	Hampton, VA
Population Served	69,000	40,000	146,000
Miles of Pipe	250	103	460
Median Household Income 2017-2021 (in 2021 dollars)	\$54,503	\$37,701	\$59,380
Per Capita Income 2017-2021 (in 2021 dollars)	\$26,784	\$26,403	\$32,831
Population per Square Mile 2020	3,903.5	3,240.6	2,665.1
Land Area Square Miles 2020	15.85	11.83	51.46

Similar to Springfield, both cities are part of a regional sanitary sewer district, which provides service for treatment and interceptors. The date for the Urbana CMOM program is 2010, and Hampton’s is 2015. Each element of the CMOM programs is discussed below.

### 11.3.1 Capacity Assessment

Like Springfield, the two cities maintain a collection system model for capacity assessments and planning. Models are updated with flow monitoring information as collection system changes occur. Hampton’s



CMOM program indicates it has a flow monitoring program and four temporary flow meters, which is less than Springfield; however, the utility has 108 pump stations in which most have flow meters. In addition, Hampton performs modeling analysis in conjunction with the model from the regional sewer district. Urbana’s CMOM program did not specify any flow monitoring details.

## 11.3.2 Operations and Maintenance

### 11.3.2.1 Inspections and Testing

Both municipalities maintain a schedule of CCTV and MH inspections. CCTV operators are trained and certified in NASSCO’s Pipeline Assessment and Certification Program (PACP®). Hampton has a dedicated CCTV truck and wash truck for long term preventive maintenance and condition assessment activities while also cleaning 100% of the piping in each flow area of the collection system. **Table 11-2** summarizes the time to inspect the entire collection system for each city.

Table 11-2 | Inspection Schedules

	Springfield	Urbana	Hampton
Whole System CCTV Inspection	3-5 yr	20 yr	6 yr
Whole System MH Inspections	5-7 yr	40 yr	5 yr

Both cities appear to have a more formal MH inspection program with forms, mapping and certifications. Smoke and dye testing are done on an as needed basis to identify I&I sources like Springfield.

### 11.3.2.2 Data Management

Both cities use GIS for mapping and record keeping of rehabilitation, repairs, inspections, complaints, backups and overflows. In addition, each municipality uses asset management programs for managing work orders and maintenance schedules for the collection system.

### 11.3.2.3 Pump Stations

Like Springfield, Urbana has its pump stations operated and maintained by another agency. Therefore, their CMOM program does not cover pump stations. The City of Hampton has a pump station section that covers maintaining their pump stations. In general, their pump station preventive maintenance is done on a monthly basis with general care and cleaning done in between. Force main air valves and aerial crossings are inspected annually. Similar to COE, they have both an electrician and a mechanic on-call should an emergency occur.

### 11.3.2.4 Cleaning

Comparable to Springfield, both cities have collection system cleaning on a systemic basis where they track and target the entire collection system over a period of time. In addition, each city has sections that require more frequent cleaning because of root and grease problems. Both cities use a jetter and root cutter to clean the piping and clear heavy roots. Urbana does not use chemicals for root control, whereas Hampton contracts with a vendor to provide chemical root control. Springfield also contracts with a vendor to provide chemical root control. Both cities use chemical or biological treatment to help with cleaning grease in the collection system. **Table 11-3** shows a comparison of the cities’ cleaning frequency.

Table 11-3 | Cleaning Schedules

	Springfield	Urbana	Hampton
Whole System Cleaning	1.5-2 yr	10 yr	6 yr
Frequent Cleaning LF (% of System Annually)	3%	NP	6%

### 11.3.3 Repair, Replacement, and Rehabilitation

The repair, replacement and rehabilitation of piping for the cities varies year to year. Each city has implemented contracts in the past to annually rehabilitate a certain amount of piping with cured-in-place piping (CIPP) over a period of time. The City of Hampton also has two in-house construction crews and has contracted with companies to provide supplemental emergency repairs.

Hampton’s sewer system is aged with areas that are 70 years old. Approximately 72 percent of the system is approaching or has exceeded 50 years in age, and about 75% of the sewer pipelines are constructed of vitrified clay pipe. The extent of rehabilitation needs for the City of Hampton is 1,100,000 feet of gravity sewer and 6,000 feet of force main or about 46 percent of the system. Hampton has conducted scoring and ranking of pipe segments to be replaced to prioritize and identify immediate versus long-term needs. **Table 11-4** lists the comparison of pipe repairs/replacement based on city goals and past repair programs.

Table 11-4 | Repair Replacement Goals

	Springfield	Urbana	Hampton
Repair/Replacement of Piping (% of system annually)	No annual target	1.4%	1.2%
Extent of Repair/Replacement Needs (% of system)	Not Provided	Not Provided	46%

### 11.3.4 FOG and Industrial Pre-Treatment

Both cities’ CMOM programs refer to codes or ordinances for fat, oils, and grease (FOG) requirements that address restaurants primarily. Urbana indicated that they are working with their sanitary sewer district on a FOG program. Hampton has a FOG program managed by a FOG coordinator. Unlike Springfield, both cities do not appear to have an industrial pre-treatment program; rather, it is handled by the sanitary district.

### 11.3.5 Staffing and Equipment

Compared to Springfield, Urbana and Hampton have more staff to manage their collection systems. Urbana has six FTEs for the sanitary sewer system with four additional staff and two seasonal staff for both sewer and stormwater collection systems. Hampton has 69 FTEs for their collection system. They are divided into four sections: management section (engineering and planning), pump station section, I&I section (collection system maintenance and rehabilitation) and construction section (constructs new sewer).

Both cities have vacuum trucks and CCTV trucks for maintenance and inspection of the collection system. They also have equipment for excavation. Compared to Springfield, the two cities have more equipment for repairs and cleaning. **Table 11-5** summarizes the staffing and equipment for the cities.

Table 11-5 | Staffing and Major Equipment

	Springfield	Urbana	Hampton
Staffing (Full time employees)	10	8 <sup>a</sup>	69
Population Served /Staff	6,900	5,000	2,116
Vacuum Trucks	2	2	5
Miles of Pipe/Vacuum Truck	125	52	92
CCTV Trucks	2	1	3
Miles of Pipe/CCTV Truck	125	103	153
Backhoe/Excavator	2 <sup>b</sup>	1	7
Dump Truck	4 <sup>b</sup>	1	7

<sup>a</sup> FTEs to maintain pump stations not included.

<sup>b</sup> This equipment is City owned and not used only for wastewater.

### 11.3.6 Design Standards and Testing

Urbana has construction and testing standards for new sewer construction provided by the sanitary district but does not appear to have any design standards. Hampton has adopted standards from their regional planning district and has its own design and construction standards which include standard drawings and design flows for new developments. Each city has an inspector for new construction.

### 11.3.7 Emergency Response

Both cities address procedures for emergency response related to the collection system. These include guidance, communication, notification procedures, incident reporting, recording, investigation and further evaluation. Like Springfield, Hampton has a separate SSO response plan from its CMOM plan. All three cities have set goals for response times to overflows, blockages, or other complaints. Each city also outlines staffing after hours to respond to an emergency.

### 11.3.8 Summary Table

The City’s CMOM plan is fairly comparable to that of the other cities in this analysis. It is noted that at this time, Springfield does not have a target for replacing or rehabilitating piping. The City cleans their entire system on a more frequent basis than the other cities despite having fewer vacuum trucks for the size of the system. Springfield can use other City-owned excavation equipment for repairs or construction. Finally, the City has fewer staff for the collection system compared to the other cities. **Table 11-6** provides a summary comparison of the CMOM plans.

Table 11-6 | CMOM Comparison Summary

CMOM Information	Springfield	Urbana	Hampton
Population Served	69,000	40,000	146,000
Miles of Pipe	250	103	460
Number of Pump Stations	16	NP	103
Flow Model	Yes	Yes	Yes
Flow Monitoring	Yes	NP	Yes
Whole System CCTV Inspection	3-5 yr	20 yr	6 yr
Whole System MH Inspections	5-7 yr	40 yr	5 yr

CMOM Information	Springfield	Urbana	Hampton
GIS Mapping and Record Keeping	Yes	Yes	Yes
Asset Management Program	Yes	Yes	Yes
Pump Station and Force Main O&M	By other	By other	Yes
Whole System Cleaning	1.5-2 yr	10 yr	6 yr
Repair/Replacement of Piping (% of system annually)	No target	1.4%	1.2%
Extent of Repair/Replacement Needs (% of system)	NP	NP	46%
Fats, oils and Grease Program	Yes	Yes	Yes
Industrial Pre-treatment Program	Yes	By other	By other
Staffing (Full time employees)	10	8	69
Population/Staff	6,900	5,000	2,116
Vacuum Trucks	2	2	5
Miles of Pipe/Vacuum Truck	125	52	92
CCTV Trucks	2	1	3
Miles of Pipe/CCTV Truck	125	103	153
Backhoe/Excavator	2	1	7
Dump Truck	4	1	7
Construction and Testing Standards	Yes	Yes	Yes
Design Standards <sup>1</sup>	Yes	No	Yes
Emergency Response Plan	Yes	Yes	Yes

NP = not provided

<sup>1</sup> Recommendation is to update the City's design standards

## 11.4 CMOM Program Policy and Procedure Updates

It is recommended that the City finalize their CMOM Program document which was drafted in 2015. The document will need to be updated to incorporate current relevant information and incorporate the following recommendations as part of the document. The recommendations are listed generally in increasing priority.

### 11.4.1 Formal Flow Monitoring Program

The City has used their flow monitors to calibrate their sewer collection model and assess I&I in micro-basins based on input from the Operations Division. It is recommended that the City adopt a formal flow monitoring program to assist with capacity assessments. Permanent monitors should be placed in each of the major sewer basins to track flows and help ensure the model is up-to-date. Areas where flow data is missing or lacking should be prioritized, including the Glenwood area. The City should continue to assess I&I in micro-basins to target areas for rehabilitation. Data should also be collected from areas where growth is expected to occur to have background flow levels and help determine the available capacity of the collection system in that area. The City already has the flow monitoring equipment, so the costs should be minimal to adopt a program.

## 11.4.2 Design and Construction Standards

### 11.4.2.1 Reference to Codes and Programs

The City's sewer design standards should include a reference to the plumbing code for private laterals or side sewers. It also should include references to the City's Industrial Pre-treatment and BMP programs.

### 11.4.2.2 Design Standards

It is recommended that the City amend Springfield Development Code 4.3.105 and/or the EDSPM to establish collection system capacity standards based on the water level (d) versus the pipe diameter (D):

- $d/D > 0.75$  for existing piping
- $d/D = 0.5$  for new piping design flows

### 11.4.2.3 Design Flow Rates

The current Design Standards outline a methodology for determining flow rates for new developments based on a per capita unit rate and peaking factor. However, it is difficult to determine the ultimate or buildout flow rates for areas.

It is recommended the City use the future condition model discussed in **Section 5.4**. The future condition model includes land use and resulting sewer flow projections for the planning period and the "Stormy" 2035 5-year, 24-hour design storm. The future condition model also uses the rainfall dependent I&I predictions and the system capacity of the January 2019 storm event. I&I rates for new construction can be based on a gallons per acre basis. Typically, 1,000-2,500 gpad is used for new development and planning purposes (the City uses 2,000 gpad currently).

It is recommended that the City review the impacts of HB2001 on land use, densification, and increase in sewer flows on a more frequent basis, i.e., every 5 years.

### 11.4.2.4 Pump Stations

It is recommended that the City's Design Standards for pump stations include a reference to the requirements from the DEQ in OAR 340, Division 52, and the DEQ publication "Oregon Standards for Design and Construction of Wastewater Pump Stations".

The IGA between Springfield and COE was signed in August of 2000. It is recommended that the document be reviewed and updated as needed.

## 11.4.3 Staffing

The City's collection system has 10 FTEs comprised mainly of field staff, including one FTE from the COE for pump station maintenance. The City is operating with fewer staff per miles of pipe to maintain wastewater collection than comparable cities. The need for additional staff will grow as the system expands, wastewater flows increase, and as the system ages. Conservatively, it is anticipated that the City and MWMC will face additional mandates as the NDPES permit is renewed in future years.

Based on the staffing review above, the City requires more staff to adequately implement the defined operations and maintenance programs. The recommended number of staff for a city the size of Springfield



based on EPA guidance for CMOMs is about 16 FTEs dedicated to the wastewater program. The following staffing recommendations are for the City to consider:

- To implement the Cleaning and Inspection Program with two vacuum trucks and two CCTV trucks operating daily for the wastewater and stormwater collection systems per the City's goal, the City would require two additional FTEs.
- Staffing evaluation related to a construction/repair crew is based on the City's preference for providing more pipe repair/replacement capability. If the City is going to implement an ongoing pipe repair/replacement program, it would require four FTEs with dedicated equipment to perform this work compared to contracting it out.

Staff retention is an issue for many sewer utilities, including Springfield. Keeping institutional knowledge in-house is also a challenge. It is recommended that Springfield develop an employee retention plan to reduce turnover and training. It is also recommended that the City develop standard operating procedures for various tasks associated with collection system maintenance to help with training and knowledge retention.

#### 11.4.4 Equipment

Springfield's two CCTV trucks and camera equipment are obsolete and need to be replaced. It is recommended that the City purchase two new CCTV trucks with the latest technology. The new trucks will help ensure that the City's inspection program can continue with opportunities for more efficient data management with newer technology.

#### 11.4.5 Inspections and Cleaning

Springfield's cleaning and CCTV inspection schedules are equivalent to or better than comparable cities. The current regular cleaning cycle appears adequate, along with the identification of problem areas/pipes that need more frequent cleaning. The CCTV inspection cycle for the entire collection system appears adequate, as well. The City does inspect MHs regularly, but it is recommended that a more formal MH inspection program be outlined in the CMOM plan with a check sheet, mapping, and a regular cycle to inspect the whole system. This implementation would have minimal costs since the City already does MH inspections, but they just need to formalize it in their CMOM document.

#### 11.4.6 Modeling

Springfield's collection system model was brought into the latest software and minor network issues were fixed as part of this sewer plan (see **Appendix B** and **Appendix C**). Since Springfield's collection system is interconnected with Eugene's and the MWMC's, it is recommended that the City's model analysis be done in conjunction with any regional models that are available. This coordination will help ensure that any downstream impacts from changes in Springfield's collection system are identified.

#### 11.4.7 Pipe Rehabilitation/Replacement

As the collection system ages, the structural and operational condition of the sewer system will decline as the number and type of defects in the system increase. If unattended, the severity and number of defects will increase along with an increased potential of sewer failures. Sewer failure is defined as an inability of the sewer to convey the design flow and is manifested by hydraulic and/or structural failures. Hydraulic failures can result from inadequate hydraulic capacity in the sewer, which can result from a reduction in

pipe cross-sectional area due to accumulations of sediment, gravel, debris, roots, FOG, and structural failure.

Further, a major loss of hydraulic capacity can be the result of excessive rainfall dependent I&I or inappropriate planning for future growth that results in flows exceeding pipe capacity. Structural defects left unattended can lead to catastrophic failures, such as pipe collapses and SSOs. Structural failures may stem from common structural defects, such as cracks, fractures, holes, corrosion, and joint separations. Some cracked and broken sewers are the result of a condition called soil piping. Soil piping in this context is a loss of pipe bedding and backfill support due to small grain soil particles washing out of the supporting soils into the sewer as a result of infiltration at sewer cracks and separated joints. If these conditions are not addressed, sewers can fail, resulting in sinkholes, basement backups, and SSOs. Both hydraulic and structural failures can have a significant negative impact on the community and the environment.

A rehabilitation program focuses on structural condition of the collection system. This program extends the useful life of the collection system and minimizes capacity impacts by repairing or replacing infrastructure before structural failure. Rehabilitation can involve installing a PVC liner within existing piping to maintain the pipe integrity. Extending the useful life of assets minimizes annualized capital costs, since the cost of rehabilitation is typically less than half the cost of pipe replacement, and expected life rehabilitation can be greater than one half the life of a new pipe. Rehabilitation is even more economical when compared with the cost of repairing a failed sewer.

The rehabilitation program should consider the useful life of the piping. The useful life can vary depending on conditions of the wastewater and soils, but generally the useful life of collection system piping is considered to be between 80-100 years for older materials (non-plastic). Old sewer lines installed prior to around 1960 used cement and tar joints and are prone to failure. Rubber gaskets started to be used in the 60's, and main lines were installed using gasketed PVC pipe starting in the mid-70's.

Springfield's pipe inventory database shows the earliest collection system piping was installed in 1945. The database also has the piping material listed for each pipe. Most of the gravity piping in the system is either plastic or concrete. This analysis will only consider the replacement and rehabilitation of concrete piping as the earliest PVC would be considered for replacement or rehabilitation would be in the 2070's or 2080's. From the pipe inventory, it was determined that the transition from concrete to mainly PVC piping was 1982. Total concrete piping installed between 1945-1982 is approximately 713,000 linear feet or about 54% of the collection system. **Figure 11-1** shows the collection system piping by age, and **Table 11-7** has a breakdown of the concrete piping by year.

Table 11-7 | Concrete Pipe Footage By Year Installed

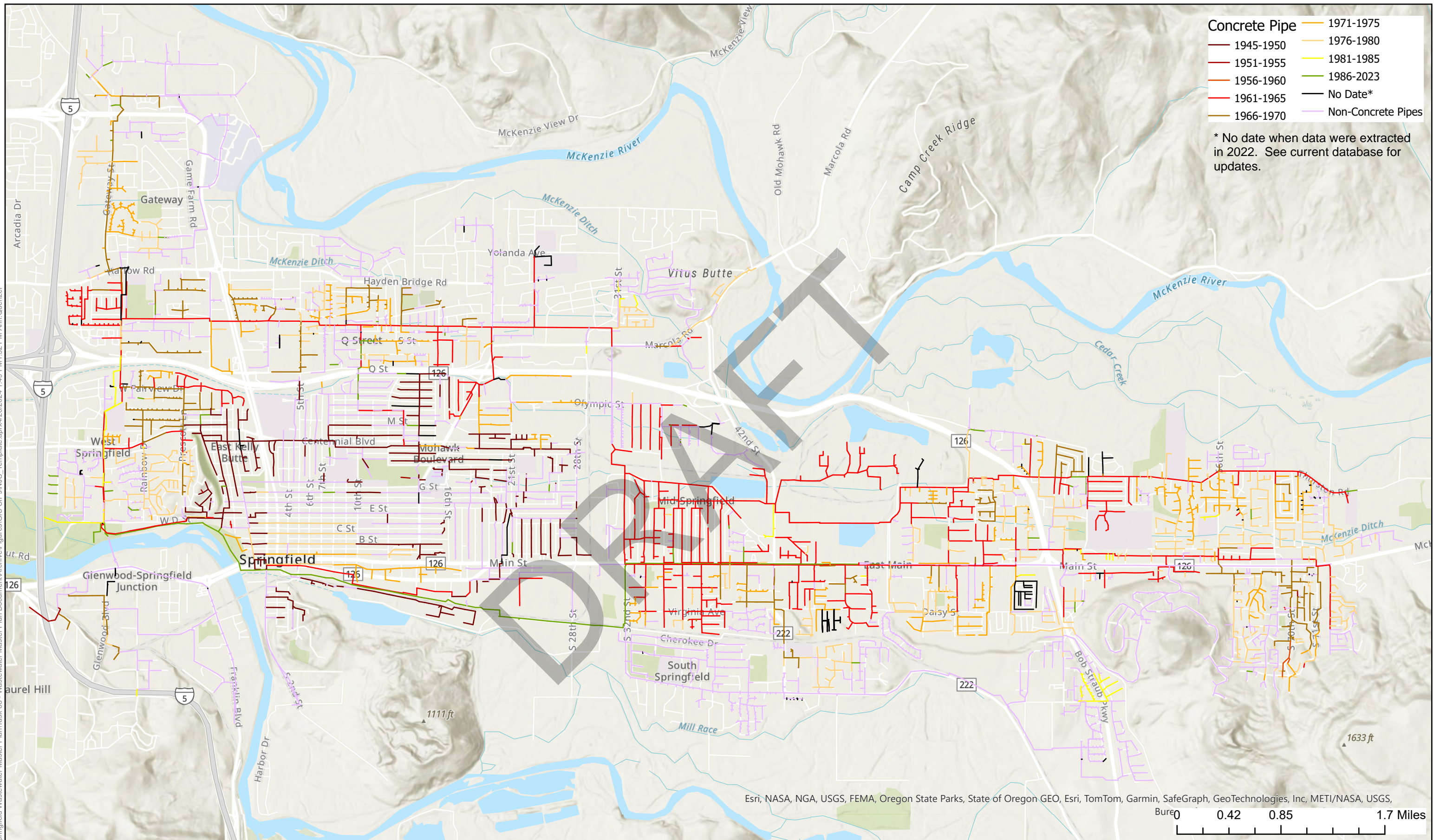
Install Date	Feet
No Date	15,942
1/1/1945	8,204
1/1/1946	1,472
1/1/1948	76,747
1/1/1954	1,142
1/1/1955	484
1/1/1960	1,388
1/1/1961	82,366
1/1/1962	11,256
1/1/1963	27,822
1/1/1964	4,319
1/1/1965	101,050
1/1/1966	16,314
1/1/1967	22,815
1/1/1968	12,141
1/1/1969	11,840
1/1/1970	25,779
1/1/1971	17,042
1/1/1972	17,857
1/1/1973	17,581
1/1/1974	30,321
1/1/1975	27,983
1/1/1976	25,795
1/1/1977	60,673
1/1/1978	44,578
1/1/1979	11,554
1/1/1980	16,374
1/1/1981	10,673
1/1/1982	5,805
<b>Total</b>	<b>713,168</b>



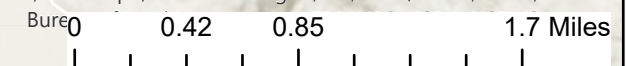
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- Concrete Pipe
  - 1971-1975
  - 1976-1980
  - 1981-1985
  - 1986-2023
  - No Date\*
  - Non-Concrete Pipes

\* No date when data were extracted in 2022. See current database for updates.



Esri, NASA, NGA, USGS, FEMA, Oregon State Parks, State of Oregon GEO, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,



### City of Springfield, OR Wastewater Master Plan

### Figure 11.1 Collection System Piping by Age



Priority for replacement/rehabilitation is piping that was installed between 1945 and 1965 and is labeled as a problem line in GIS. Approximately 4,781 feet of 6- to 10-inch piping is under this category and would be in the one-to-five-year time frame for replacement/rehabilitation. **Figure 11-2** shows the location of the piping, and **Table 11-8** provides information on the piping. For detailed views of the locations see **Figure 11-2a** through **Figure 11-2d**.

Table 11-8 | Priority Pipe Replacement

OBJECTID	Basin	Location	Problem Area	Material	Install Year	Length (Ft)
1243	19	19TH & D	Yes	Conc.	1948	265
5840	19	19TH & D	Yes	Conc.	1948	300
2388	25	10TH & F	Yes	Conc.	1948	393
6645	48	28TH & MAIN	Yes	Conc.	1948	305
6334	39	S 4TH & QUARRY RD.	Yes	Conc.	1948	176
1370	46	40TH & MAIN	Yes	Conc.	1961	448
1807	15	FAIRVIEW & RAINBOW	Yes	Conc.	1961	12
3278	8	17TH & MOHAWK	Yes	Conc.	1965	179
115	8	17TH & OLYMPIC	Yes	Conc.	1965	249
3893	8	17TH & OLYMPIC	Yes	Conc.	1965	254
3722	8	18TH & MOHAWK	Yes	Conc.	1965	146
6258	8	18TH & OLYMPIC	Yes	Conc.	1965	266
6717	8	18TH & OLYMPIC	Yes	Conc.	1965	84
1818	46	40TH & MAIN	Yes	Conc.	1965	360
853	45	43RD & MAIN	Yes	Conc.	1965	164
3424	45	43RD & MAIN	Yes	Conc.	1965	50
4498	45	43RD & MAIN	Yes	Conc.	1965	226
6874	45	N 42ND & MAIN	Yes	Conc.	1965	90
3975	46	S 41ST & MAIN	Yes	Conc.	1965	448
2995	23	MILL & CENTENNIAL	Yes	Conc.	No Date	300
3732	23	MILL & CENTENNIAL	Yes	Conc.	No Date	66
<b>Total:</b>						<b>4781</b>

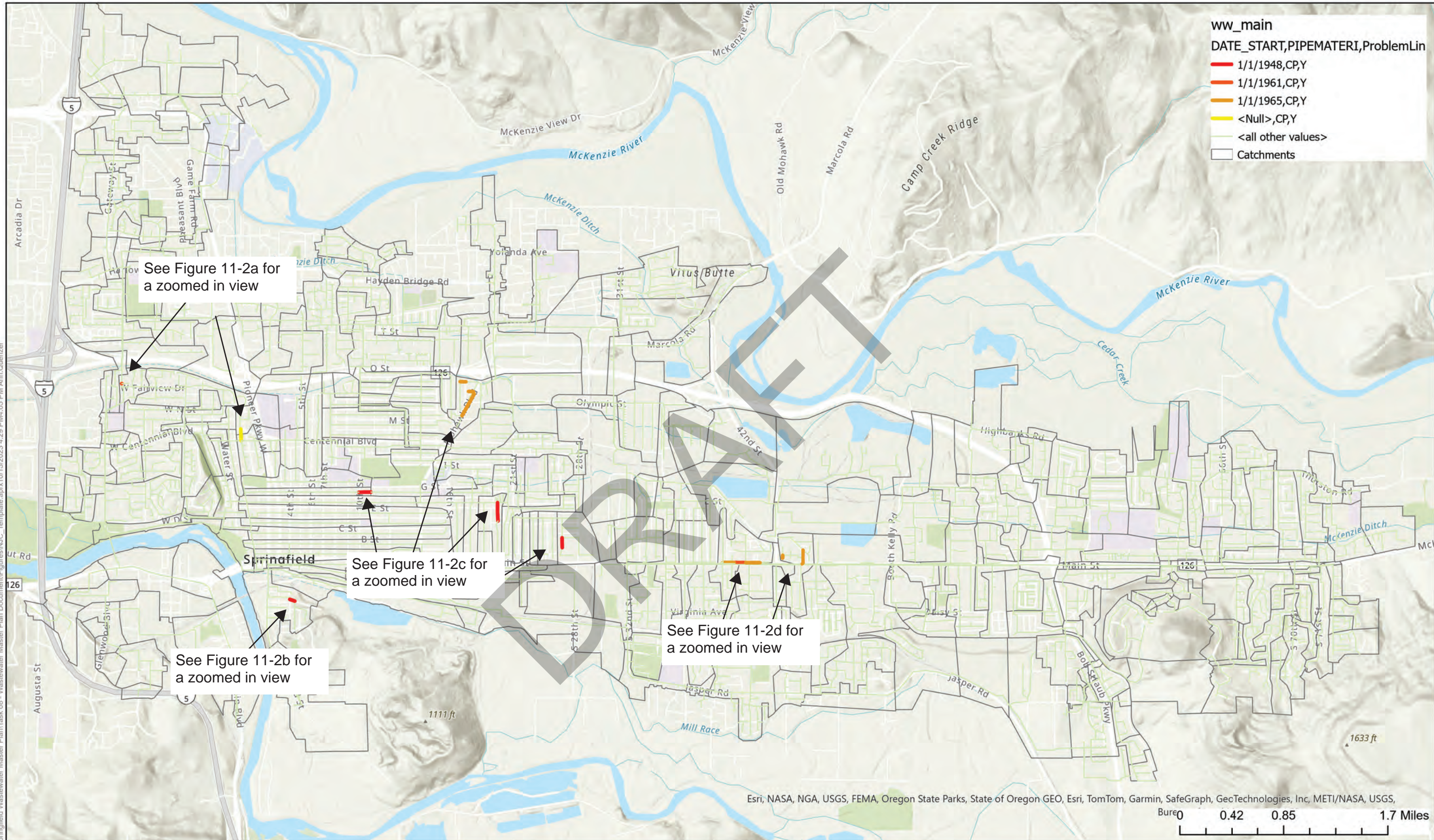
For the rehabilitation and replacement schedule, once the concrete piping becomes 80 years old, the replacement of that piping should start and occur over a 20-year period, so that when the piping has reached the 100-year mark, it has all been replaced or rehabilitated. **Table 11-9** shows the amount of piping that needs to be replaced by year from 2025 until 2081 and the estimated annual cost for replacement. Concrete piping with no date was assumed to start replacement in 2025.



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**ww\_main**

DATE_START,PIPEMATERI,ProblemLin
1/1/1948,CP,Y
1/1/1961,CP,Y
1/1/1965,CP,Y
<Null>,CP,Y
<all other values>
Catchments



**City of Springfield, OR  
Wastewater Master Plan**

**Figure 11-2  
Collection System Problem  
Areas and Pipe Age**



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Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastyrlesen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Oregon State Parks, State of Oregon GEO, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management

0 0.05 0.1 0.2 Miles

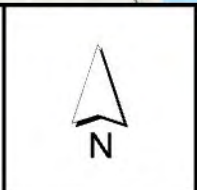
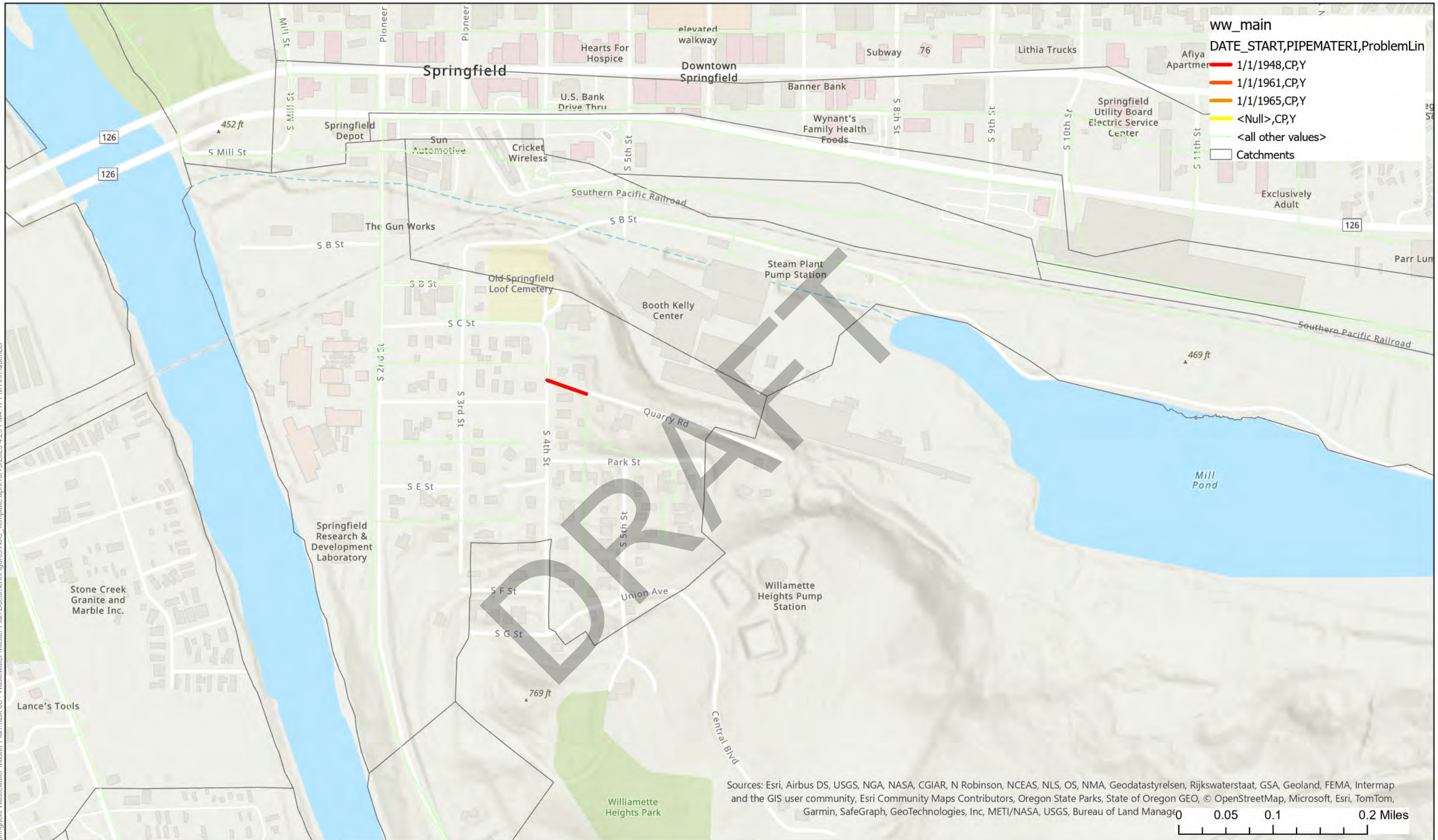


**City of Springfield, OR  
Wastewater Master Plan**

**Figure 11-2a  
Collection System Problem  
Areas and Pipe Age**



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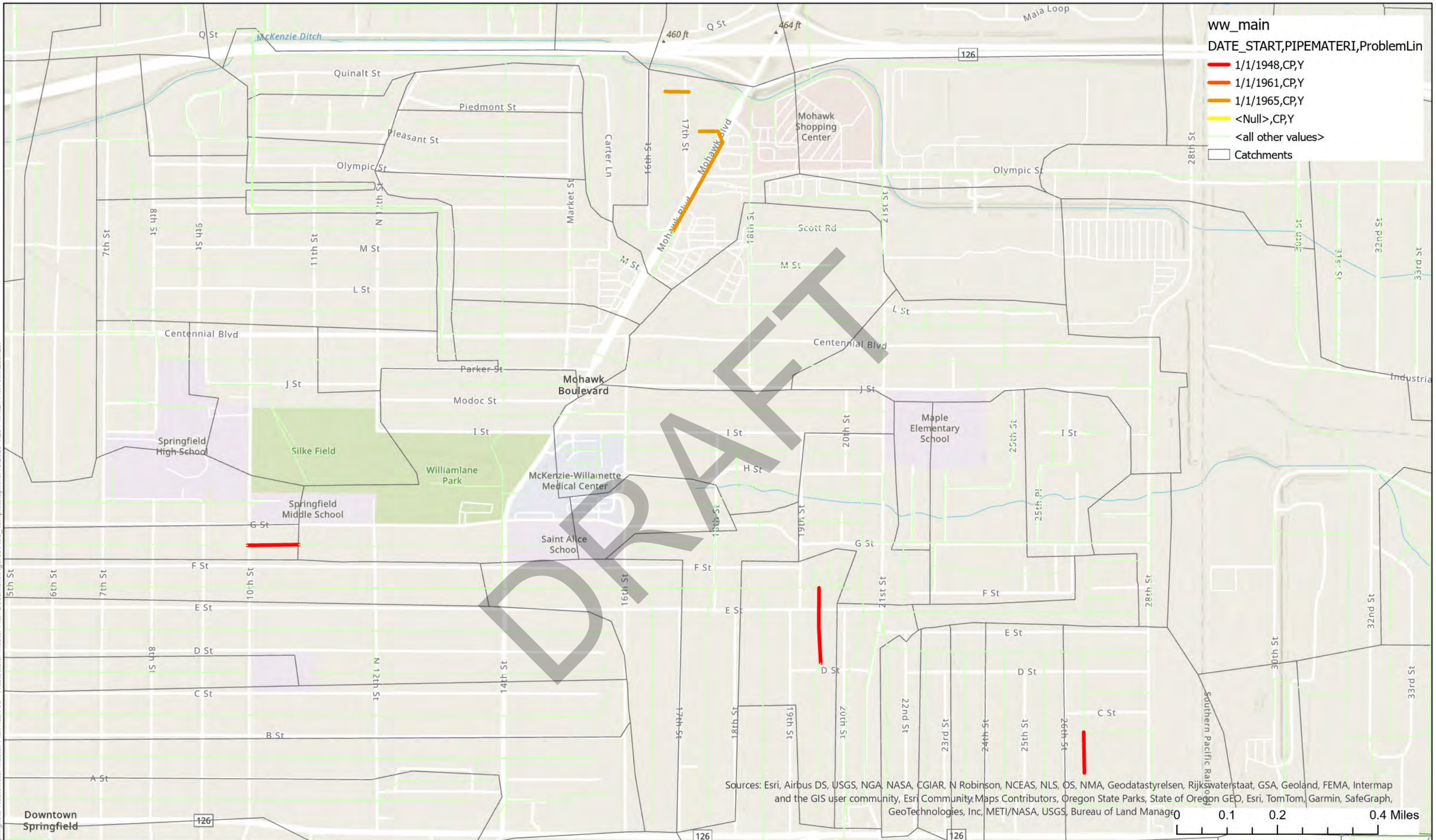


**City of Springfield, OR  
Wastewater Master Plan**

**Figure 11-2b  
Collection System Problem  
Areas and Pipe Age**



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### City of Springfield, OR Wastewater Master Plan

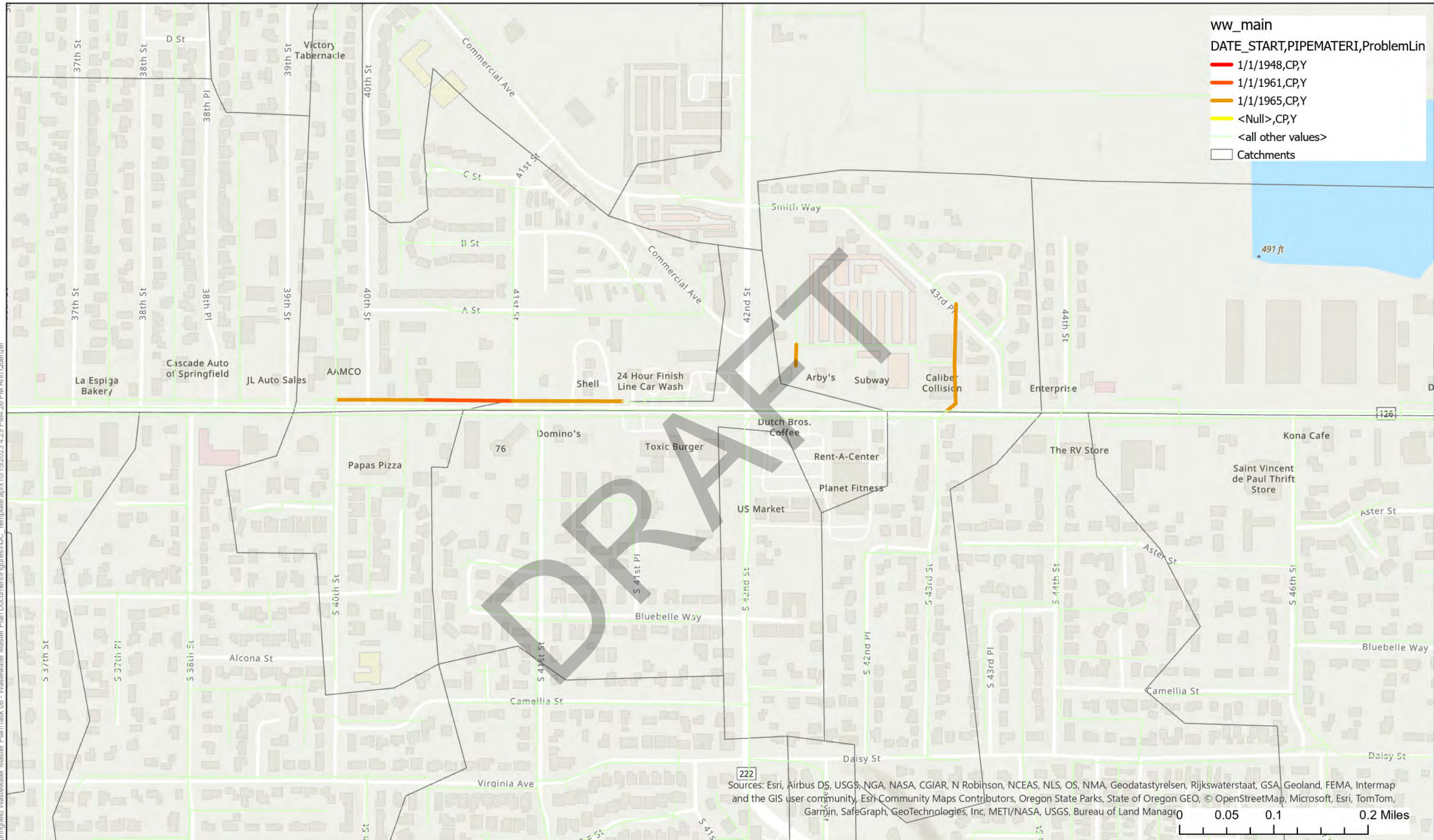
### Figure 11-2c Collection System Problem Areas and Pipe Age



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- 1/1/1948,CP,Y
- 1/1/1961,CP,Y
- 1/1/1965,CP,Y
- <Null>,CP,Y
- <all other values>
- Catchments



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Oregon State Parks, State of Oregon GEO, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management



**City of Springfield, OR  
 Wastewater Master Plan**

**Figure 11-2d  
 Collection System Problem  
 Areas and Pipe Age**



Table 11-9 | Yearly Concrete Pipe Replacement Footage and Cost Estimate

Year	Total Ft/ Year	Replace Cost/ LF	Construction Cost	50% Engineer, Admin, Contractor Markup	30% Contingency	Total Cost
2025	2,090	\$498	\$1,040,000	\$520,000	\$468,000	\$2,028,000
2026	3,047	\$498	\$1,517,000	\$759,000	\$683,000	\$2,959,000
2027	3,047	\$498	\$1,517,000	\$759,000	\$683,000	\$2,959,000
2028	5,118	\$498	\$2,548,000	\$1,274,000	\$1,147,000	\$4,969,000
2029	5,118	\$498	\$2,548,000	\$1,274,000	\$1,147,000	\$4,969,000
2030	5,118	\$498	\$2,548,000	\$1,274,000	\$1,147,000	\$4,969,000
2031	5,118	\$498	\$2,548,000	\$1,274,000	\$1,147,000	\$4,969,000
2032	5,118	\$498	\$2,548,000	\$1,274,000	\$1,147,000	\$4,969,000
2033	5,118	\$498	\$2,548,000	\$1,274,000	\$1,147,000	\$4,969,000
2034	5,175	\$498	\$2,576,000	\$1,288,000	\$1,159,000	\$5,023,000
2035	5,200	\$498	\$2,588,000	\$1,294,000	\$1,165,000	\$5,047,000
2036	5,200	\$498	\$2,588,000	\$1,294,000	\$1,165,000	\$5,047,000
2037	5,200	\$498	\$2,588,000	\$1,294,000	\$1,165,000	\$5,047,000
2038	5,200	\$498	\$2,588,000	\$1,294,000	\$1,165,000	\$5,047,000
2039	5,200	\$498	\$2,588,000	\$1,294,000	\$1,165,000	\$5,047,000
2040	5,269	\$498	\$2,623,000	\$1,312,000	\$1,181,000	\$5,116,000
2041	9,387	\$498	\$4,673,000	\$2,337,000	\$2,103,000	\$9,113,000
2042	9,950	\$498	\$4,953,000	\$2,477,000	\$2,229,000	\$9,659,000
2043	11,341	\$498	\$5,645,000	\$2,823,000	\$2,540,000	\$11,008,000
2044	11,557	\$498	\$5,753,000	\$2,877,000	\$2,589,000	\$11,219,000
2045	15,402	\$498	\$7,666,000	\$3,833,000	\$3,450,000	\$14,949,000
2046	16,144	\$498	\$8,036,000	\$4,018,000	\$3,616,000	\$15,670,000
2047	17,285	\$498	\$8,604,000	\$4,302,000	\$3,872,000	\$16,778,000
2048	14,055	\$498	\$6,996,000	\$3,498,000	\$3,148,000	\$13,642,000
2049	14,647	\$498	\$7,290,000	\$3,645,000	\$3,281,000	\$14,216,000
2050	15,936	\$498	\$7,932,000	\$3,966,000	\$3,569,000	\$15,467,000
2051	16,788	\$498	\$8,356,000	\$4,178,000	\$3,760,000	\$16,294,000
2052	17,681	\$498	\$8,801,000	\$4,401,000	\$3,961,000	\$17,163,000
2053	18,560	\$498	\$9,238,000	\$4,619,000	\$4,157,000	\$18,014,000
2054	20,019	\$498	\$9,964,000	\$4,982,000	\$4,484,000	\$19,430,000
2055	21,394	\$498	\$10,649,000	\$5,325,000	\$4,792,000	\$20,766,000
2056	22,683	\$498	\$11,291,000	\$5,646,000	\$5,081,000	\$22,018,000
2057	25,717	\$498	\$12,801,000	\$6,401,000	\$5,761,000	\$24,963,000
2058	27,946	\$498	\$13,910,000	\$6,955,000	\$6,260,000	\$27,125,000
2059	28,524	\$498	\$14,198,000	\$7,099,000	\$6,389,000	\$27,686,000
2060	29,273	\$498	\$14,571,000	\$7,286,000	\$6,557,000	\$28,414,000
2061	25,688	\$498	\$12,786,000	\$6,393,000	\$5,754,000	\$24,933,000
2062	25,416	\$498	\$12,651,000	\$6,326,000	\$5,693,000	\$24,670,000
2063	24,025	\$498	\$11,958,000	\$5,979,000	\$5,381,000	\$23,318,000

Year	Total Ft/ Year	Replace Cost/ LF	Construction Cost	50% Engineer, Admin, Contractor Markup	30% Contingency	Total Cost
2064	23,809	\$498	\$11,851,000	\$5,926,000	\$5,333,000	\$23,110,000
2065	18,756	\$498	\$9,336,000	\$4,668,000	\$4,201,000	\$18,205,000
2066	17,941	\$498	\$8,930,000	\$4,465,000	\$4,019,000	\$17,414,000
2067	16,800	\$498	\$8,362,000	\$4,181,000	\$3,763,000	\$16,306,000
2068	16,193	\$498	\$8,060,000	\$4,030,000	\$3,627,000	\$15,717,000
2069	15,601	\$498	\$7,765,000	\$3,883,000	\$3,494,000	\$15,142,000
2070	14,312	\$498	\$7,124,000	\$3,562,000	\$3,206,000	\$13,892,000
2071	13,460	\$498	\$6,700,000	\$3,350,000	\$3,015,000	\$13,065,000
2072	12,567	\$498	\$6,255,000	\$3,128,000	\$2,815,000	\$12,198,000
2073	11,688	\$498	\$5,818,000	\$2,909,000	\$2,618,000	\$11,345,000
2074	10,172	\$498	\$5,063,000	\$2,532,000	\$2,279,000	\$9,874,000
2075	8,773	\$498	\$4,367,000	\$2,184,000	\$1,965,000	\$8,516,000
2076	7,483	\$498	\$3,725,000	\$1,863,000	\$1,676,000	\$7,264,000
2077	4,449	\$498	\$2,215,000	\$1,108,000	\$997,000	\$4,320,000
2078	2,220	\$498	\$1,105,000	\$553,000	\$497,000	\$2,155,000
2079	1,643	\$498	\$818,000	\$409,000	\$368,000	\$1,595,000
2080	824	\$498	\$410,000	\$205,000	\$185,000	\$800,000
2081	290	\$498	\$144,000	\$72,000	\$65,000	\$281,000
<b>Avg/yr</b>	<b>12,487</b>		<b>\$6,215,000</b>	<b>\$3,108,000</b>	<b>\$2,797,000</b>	<b>\$12,120,000</b>

The average cost per year would be approximately \$12.1 million, and the average linear feet replaced per year would 12,487 feet. The cost assumes full pipe replacement averaging 10-inch diameter and 10-foot depth. It also assumes MH replacement.

If the piping is rehabilitated, it would be less than half the cost using CIPP. At a unit cost of \$195/ft for CIPP, the average annual cost would be \$4.8 million. Some piping will need to be replaced and some would be candidates for CIPP which can be determined through further analysis of the piping. Therefore, the cost for rehabilitation and repair will fall between \$4.8 million and \$12.1 million annually on average.

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# Strategic Financial Plan

The WWMP identifies approximately \$60 million in pump station and sewer line projects (in 2023 dollars) over the planning period. Additional improvements (estimated to be about \$93 million) are for wastewater repair and local sewer extensions, and to address I&I and other issues identified through the City’s CMOM program. To implement the capital and CMOM improvements, additional staffing and equipment will also be required over the planning period.

The WWMP includes a Strategic Financial Plan (SFP) to estimate future available funding sources for capital projects and to project potential changes to the City’s local wastewater rates that may be needed to support WWMP recommendations and fund ongoing operations, maintenance, and capital replacement costs. The building blocks of the SFP include projections of available revenues (from existing rates and projected rate increases) and costs or “revenue requirements” that the City will incur during the 20-year planning period.

The SFP provides important information for decision-makers to help define expectations related to future capital financing needs and associated wastewater rate increases. Because circumstances and priorities change, these projections typically vary (at least marginally) from approved annual budgeting and rate-setting decisions. Prospective financial and rate planning will involve regularly updating revenue requirement projections in the context of changing economic and credit market conditions, more refined cash flows and cost estimates, and other factors. Accordingly, the SFP elements discussed are intended to serve as a benchmark and reference for the City’s prospective budgeting, capital planning, and rate setting decisions. Future updating of the SFP is facilitated by a 20-year cash flow forecasting model that was developed to support this effort.

## 12.1 Wastewater System Revenue Requirements

The SFP includes projections of annual revenue requirements that the City will incur for the wastewater system during the 20-year planning period. The primary components of wastewater system revenue requirements are:

- O&M costs – Ongoing personnel, materials and internal and external services costs associated with wastewater system operation and routine facility maintenance.
- Capital expenditures – Funding for capital improvements in the form as annual “pay-as-you-go” (PAYGO) funding from current revenue sources and debt service expenses (principal and interest) on long-term debt used to finance prior investments and future capital improvements.
- Reserves – Annual contingencies and reserves needed to maintain system financial integrity and service reliability, and rate stability. Designated cash reserves benefit the system by strengthening credit quality (supporting more favorable borrowing terms) and the City’s ability to address unforeseen emergencies.

Each component of revenue requirements is discussed below.

## 12.2 Operation and Maintenance Costs

The O&M costs include all costs associated with operating and maintaining the system, including personnel (salary and benefits) costs, materials and services costs, and internal service charges (the wastewater system’s portion of shared City services). Wastewater operating costs are projected for the planning period based on the City’s FY 2023-24 budget and the following annual escalation factors, reflecting past trends and current general economic conditions:

- Salaries & Wages for FY 2024-25 through FY 2026-27 = five percent to realign compensation with the current labor market, based on the City’s recently completed compensation survey.
- Salaries & Wages after FY 2026-27 = four percent.
- Benefits = four percent.
- Materials and Services (including internal service charges) = 3.5 percent.

**Table 12-1** shows FY 2023-24 budgeted O&M costs by major expense category and future projections (in five-year increments) based on the escalation factors noted above.

Table 12-1 | Projected O&M Cost Summary (\$ Millions)

Category	Current Budget 2023-24	Projected (Fiscal Year)			
		2028-29	2033-34	2038-39	2043-44
<b>Current Budget Levels</b>					
Salary Expenses	\$2.24	\$2.79	\$3.40	\$4.13	\$5.03
Benefits	0.70	0.85	1.03	1.25	1.53
Material & Services	1.40	1.66	1.97	2.34	2.78
Internal Service Charges	0.84	1.00	1.18	1.40	1.67
Subtotal	\$5.17	\$6.29	\$7.58	\$9.13	\$11.00
<b>Project Delivery &amp; CMOM Program</b>					
Salary Expenses	\$0.00	\$0.55	\$0.66	\$0.81	\$0.98
Benefits	-	0.23	0.29	0.35	0.42
Material & Services	-	0.05	0.06	0.07	0.08
Subtotal	\$0.00	\$0.83	\$1.01	\$1.22	\$1.49
<b>Total O&amp;M</b>	<b>\$5.17</b>	<b>\$7.12</b>	<b>\$8.59</b>	<b>\$10.35</b>	<b>\$12.48</b>

As indicated in **Section 11.3.5**, the City is operating with fewer wastewater collection system staff than other comparable cities. Furthermore, the need for additional staff will grow as the system expands, wastewater flows increase, and regulatory requirements continue to evolve. Therefore, the O&M forecast includes the following staff positions added within the FY 2024-25 to FY 2025-29 period, which are included in **Table 12-1** under “Project Delivery and CMOM Program”:

- Two FTE positions to implement the collection system cleaning and inspection program with two vacuum trucks and two CCTV trucks operating daily.
- Four FTEs to serve as a construction/repair crew to provide ongoing pipe repair and replacement.



## 12.3 Capital Expenditures

### 12.3.1 Capital Improvement Projects

The 20-year CIP discussed in **Section 10.2** and the CMOM recommendations discussed in **Section 11.4** is summarized in **Table 12-2**. The total projected improvement costs are approximately \$225 million, including an adjustment for inflation of 3.5 percent per year based on long-term (20-year) growth in construction costs, as calculated from 20-city average cost indices published by the ENR.

To estimate potential funding of the CIP from System Development Charges (SDCs),<sup>10</sup> each CIP project was reviewed by City staff to estimate the portion of project costs associated with expanding capacity for future growth versus replacing existing capacity or addressing existing deficiencies. **Table 12-2** shows these preliminary estimates as a percentage of each project’s costs. Capacity-increasing project costs are eligible for funding through SDCs or other developer contributions.<sup>11</sup>

Table 12-2 | Capital Improvement Plan (Inflated \$)

Category	Total Cost 20-Year <sup>a</sup>	Estimated Growth Share <sup>b</sup>
<b>CMOM Planning &amp; Implementation</b>		
Wastewater Repair	\$ 14,634,735	--
CMOM Planning & Implementation	110,730,093	--
Local Sewer Extensions	13,383,968	--
Harbor Drive Pump Station	1,035,000	--
Equipment	816,780	--
Subtotal	\$ 140,600,577	
<b>Master Plan Improvements</b>		
<b>Pipe Projects</b>		
South Springfield #1	\$ 1,178,348	100%
Mid-Springfield #3	1,108,718	15%
Gateway #4	687,405	15%
North Springfield #2	2,352,422	15%
Mid-Springfield and 21st Street PS	83,154	15%
Downtown #4	89,076	15%
Gateway #1	61,463	15%
North Springfield #1b	924,400	15%
Harbor Drive	9,710,502	100%
Thurston #1	9,099,067	50%
North Springfield #1a	2,039,943	50%
Gateway #2	1,876,747	50%
North Springfield Trunk (Vera Area)	18,214,036	100%
<b>Pump Stations</b>		
Deadmond Ferry PS	6,170,985	35%

<sup>10</sup> System Development Charges are one-time charges assessed on new development upon connection to the local wastewater system.

<sup>11</sup> Developers may be required to advance-fund infrastructure needed to extend service to their development. To the extent that facilities constructed directly by developers have capacity beyond the individual need of the development, the City may provide SDC credits for the over-sized portion or otherwise establish a mechanism for reimbursement directly by future developments.

Category	Total Cost 20-Year <sup>a</sup>	Estimated Growth Share <sup>b</sup>
Nugget Way PS	5,320,146	50%
River Glen PS	4,145,436	15%
Hayden Lo PS	4,442,105	15%
Peace Health PS and Force main <sup>c</sup>	6,116,806	100%
North Gateway PS and Force main <sup>c</sup>	7,057,508	100%
28 <sup>th</sup> Street PS and Force main <sup>3</sup>	3,712,464	100%
Subtotal	\$ 84,390,732	
<b>Total</b>	<b>\$ 224,991,309</b>	

<sup>a</sup> Includes 3.5% annual inflation based on 20-year average growth in construction costs as calculated from data published by the ENR.

<sup>b</sup> Preliminary estimate of project costs that expand capacity for future growth, as estimated by the City. Capacity-increasing costs are eligible for funding through SDCs.

<sup>c</sup> Needed for future development, but likely funded directly by developers.

The phasing of the CIP is an important consideration in evaluating the use of a PAYGO funding strategy versus long-term debt financing. Under a PAYGO approach, the combined revenues from annual fees and charges (along with any available reserves) must be sufficient to meet the annual costs of the CIP, based on the desired phasing schedule. **Table 12-3** shows the projected CIP costs by major category in five-year increments, based on the City’s project prioritization and estimated timing.<sup>12</sup> As shown in **Table 12-3**, the average annual CIP costs increase over the planning period from \$2.75 million in FY 2023-23 to \$14.02 million by the final five-year period ending FY 2043-44.

Table 12-3 | CIP Phasing by Category (\$ Millions)

CIP Category	Budget FY2023-24	5 Yrs. End FY2028-29	5 Yrs. End FY2033-34	5 Yrs. End FY2038-39	5 Yrs. End FY2043-44	20-Year Total
<b>City CIP</b>						
Wastewater Repair	\$ 0.50	\$ 2.78	\$ 3.30	\$ 3.91	\$ 4.65	\$ 14.63
CMOM <sup>a</sup>	1.75	13.42	21.16	31.42	44.73	110.73
Equipment	-	0.82	-	-	-	0.82
Local Sewer Extensions	0.50	2.78	2.05	3.91	4.65	13.38
Subtotal	\$ 2.75	\$ 19.78	\$ 26.50	\$ 39.25	\$ 54.03	\$ 139.57
<b>Master Plan</b>						
Sewer Mains	\$ -	\$ 5.50	\$ 13.52	\$ 16.06	\$ 12.35	\$ 47.43
Pump Stations	-	12.53	8.59	13.17	3.71	38.00
Subtotal	\$ -	\$ 18.03	\$ 22.11	\$ 29.23	\$ 16.06	\$ 85.43
<b>Total CIP</b>	<b>\$ 2.75</b>	<b>\$ 37.81</b>	<b>\$ 48.61</b>	<b>\$ 68.49</b>	<b>\$ 70.09</b>	<b>\$ 224.99</b>
Average Annual Costs	\$ 2.75	\$ 7.56	\$ 9.72	\$ 13.70	\$ 14.02	

<sup>a</sup> Includes 70<sup>th</sup> Street Basin Rehab in FY 2023-24

### 12.3.2 Existing Debt

In addition to capital expenditures related to the CIP, the wastewater revenue requirements for the planning period include existing debt service associated with the 2017 Sewer Revenue Refunding Bonds. Annual debt service on the bonds ranges from \$1.0 million to \$1.7 million through maturity in FY 2026-27.

<sup>12</sup> The SFP is based on planning level costs and construction schedules. Detailed spend down assumptions for individual projects will be further refined as part of CIP implementation and shorter-term capital and financial planning.

## 12.4 Reserve Targets

While specific reserve targets are a matter of local policy, the City’s existing reserve structure and target reserves used for financial planning purposes are consistent with wastewater industry best practices and include the following:

- Operating reserve = 150 days of operating expenses, consistent with the lower end of the benchmark range of reserves for Aa-rated utilities, as reported by credit agencies.<sup>13</sup> Based on the current budget, the operating reserve is about \$2.1 million, and will increase over the forecast period as O&M costs increase.
- Rate stabilization contingency = \$2.0 million per year.
- Working capital reserves and contingencies consistent with the City’s current budget (about \$0.23 million combined). These reserves are included in annual requirements, but they are assumed to be unspent and therefore roll forward in each year to the following year’s beginning fund balance.
- For purposes of programming capital reserve spending on CIP projects, a minimum reserve of \$4 million is used in the forecast.

**Table 12-4** summarizes the specific operating and capital reserves estimated for the current fiscal year. General reserves (operating and capital ending fund balances in excess of the target reserves listed in the table) area available for future capital operating and capital expenses.

Table 12-4 | Estimated Contingencies and Reserves (FY 2023-24)

Category	FY 2023-24 Estimated (\$ Millions)
<b>Operating</b>	
Operating Reserve <sup>a</sup>	\$2.12
Working Capital Reserve	0.08
Rate Stability Reserve	2.00
Contingency	0.15
General Operating Reserves	2.01
<b>Subtotal Operating</b>	<b>\$ 6.36</b>
<b>Capital</b>	
Minimum Capital Reserve	\$ 4.00
General Capital Reserve	4.61
SDC – Reimbursement	7.90
SDC – Improvement	3.10
<b>Subtotal Capital</b>	<b>\$ 19.62</b>

<sup>a</sup> 150 days of operating expenses

<sup>13</sup> Source: “US Municipal Utility Revenue Debt Methodology”, Moody’s Investors Service, April 13, 2022.

## 12.5 Preliminary CIP Funding Strategy

### 12.5.1 Funding Sources

A key element of the SFP is the preliminary capital funding strategy that identifies the projected annual sources of funds that may be used to implement the CIP based on estimated project costs and sequencing. For most wastewater agencies, grant funding opportunities are limited, so agencies must rely on local funding from system revenues (primarily user fees and SDCs) to fund capital expenditures. Furthermore, because wastewater systems generally require intermittent capital projects that are larger in scale than available current revenue funding, utilities often utilize longer-term debt to fund a portion of the CIP. Fixed rate financings in the form of loans made available through state and federal financing programs and revenue bonds issued through the municipal credit market are the most common debt instruments used to fund large-scale improvements on an “as-needed” basis.

Accordingly, the preliminary CIP funding strategy consists of a combination of PAYGO funding (from local wastewater rates, SDCs, and reserves) and long-term debt financing. Direct funding from private development is also anticipated for a portion of new pump station improvements needed to serve the needs of new developing areas. While the City will continue to explore grant funding opportunities, no specific grants have been identified for CIP projects.

It is important to note that future financial and CIP planning may give rise to re-evaluation of planned use of debt vs. current revenues to fund capital expenditures as CIP costs, cash flows and credit market conditions change over time.

### 12.5.2 Current Revenue Capital Funding Capacity

Forecasts of local revenues were developed to estimate the capacity of current rates and charges to fund a portion of the WWMP CIP.

### 12.5.3 Revenue Forecast

User rates are assessed on all wastewater system customers based on billable sewer volumes (which are determined for most customers based on winter average water use which is an indicator of sewage flow). SDC revenues are charges on developments when they connect to the system. Forecast revenue from user rates and SDCs reflect assumptions related to customer growth, water consumption trends, and future SDC inflationary increases.

The following key assumptions are used to forecast future revenue from existing rates and SDCs for purposes of evaluating current capital funding capacity:

- Customer growth will average 0.7 percent per year, reflecting growth in households in existing service areas, new catchment basins, and from septic conversions.<sup>14</sup>
- Consistent with recent trends, water use per account will continue to decrease, but the rate of decline will moderate slightly over the longer-term period. Average billed sewer volumes per account are projected to decline an average of 0.50 percent per year from the most recent FY 2022-23 estimates. This compares to an average annual reduction of 0.90 percent per year over

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<sup>14</sup> From the “Future Land Use Analysis and Population Projections Technical Memorandum” (April 27, 2023), existing households are 30,516 in existing and new catchments and projected future householders are 36,250 in existing and new catchments.



the past 10 years. These reductions reflect the installation of more efficient plumbing fixtures and other water conservation measures by customers.

- SDC revenues (from both improvement and reimbursement components) are projected to average about \$0.8 million in FY 2024-25 and will grow with inflation at 3.5 percent per year.<sup>15</sup>

**Table 12-5** shows budgeted and forecast revenue from existing user rates and SDCs in five-year forecast increments. In FY 2023-24, revenue from existing rates is estimated to be about \$8.1 million, based on the existing rate schedule (effective July 1, 2023) and the current billed volumes by customer class from the billing system. As the system grows, wastewater user fee revenue at existing rates is projected to be approximately \$8.8 million by FY 2043-44, assuming modest customer growth and continued reductions in water use per account.

Table 12-5 | Projected Revenue for Capital from Current Rates and SDCs

Category	Current Budget 2023-24	Projected (Fiscal Year)			
		FY2028-29	FY2033-34	FY2038-39	FY2043-44
<b>Operating Revenue</b>					
User Rate Revenue (Existing Rates)	\$8.10	\$8.38	\$8.51	\$8.64	\$8.78
Other Revenue <sup>a</sup>	\$0.19	\$0.22	\$0.24	\$0.27	\$0.31
Subtotal Revenue	\$8.29	\$8.60	\$8.75	\$8.91	\$9.09
<b>Less Operating &amp; Debt Requirements</b>					
O&M	\$5.17	\$7.12	\$8.59	\$10.35	\$12.48
Existing Debt Service	\$1.71	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Requirements	\$6.88	\$7.12	\$8.59	\$10.35	\$12.48
<b>Projected Revenue Available for Capital</b>					
Rate Revenue (Net of Operating & Debt Requirements)	\$1.41	\$1.48	\$0.16	-\$1.44	-\$3.40
Plus SDC Revenue	\$1.35	\$0.92	\$1.09	\$1.29	\$1.54
<b>Total Revenue Available for Capital</b>	<b>\$2.76</b>	<b>\$2.40</b>	<b>\$1.25</b>	<b>-\$0.15<sup>b</sup></b>	<b>-\$1.86</b>

<sup>a</sup> Includes revenue from engineering fees and interest income.

<sup>b</sup> SDC revenue used for modelling purposes but note that SDCs cannot fill capital gaps if for operating expenses.

### 12.5.4 Projected Funding Capacity

Monthly sewer rates are used to fund both system O&M and capital costs, while SDCs are restricted to funding capital improvement costs only. **Table 12-5** shows the amount of rate and other revenue available for capital improvements, after rate revenues are reduced by O&M costs (from **Table 12-1**) and annual debt service requirements associated with existing debt. As shown in **Table 12-5**, rate revenue available for capital averages about \$1.5 million per year through FY 2028-29, as O&M cost increases are offset by the reduction in existing debt service, which is eliminated by FY 2028-29.

SDC revenue is projected to range from slightly under \$1 million to just over \$1.5 million per year during the planning period, down from recent years.<sup>16</sup> Revenue from improvement SDCs (which currently

<sup>15</sup> Under Oregon SDC law, utilities may adjust SDCs annually based on cost inflation as measured by a construction cost index (CCI). The long-term trend for the ENR CCI has been an increase of approximately 3.5 percent per year.

<sup>16</sup> Annual SDC revenues between FY 2020-21 and FY 2022-23 averaged about \$1.7 million. Future annual SDC revenue is projected to moderate based on the assumed rate of growth over the long-term planning period (0.7 percent) compared to higher recent growth (1.1-1.2 percent).

represent about one-third of total SDC revenue) is restricted to capacity-increasing improvement costs in the CIP. **Table 12-2** provided a preliminary estimate of improvement fee eligibility for each project, as estimated by the City. Reimbursement SDC revenues may be spent on any capital related costs of the wastewater system that recapture or increase capacity, including wastewater repair and CMOM projects.

Total revenue for capital from existing rates and SDCs shown in **Table 12-5** is less than the average annual CIP costs shown in **Table 12-3**, both in the short and longer term, meaning that rate increases will be needed to build capital funding capacity (both for PAYGO and future debt service costs), and to adequately fund projected O&M costs.

In addition to the projected annual rate and SDC revenues, the City has existing cash reserves that may provide funding for a portion of the near-term CIP costs. As mentioned previously, cash reserves are needed to maintain the financial integrity of the system and to address unforeseen circumstances. Undesignated reserves may also be used to manage capital spending needed from rates. Rate increases may be smoothed (phased in) over the planning period to avoid short-term rate increase “spikes” under a PAYGO strategy and to defer the need for issuing additional debt. Based on the reserve targets provided in **Table 12-3**, the City has approximately \$15 million in undesignated capital reserves (including \$11 million in SDC balances) that may be used to fund capital projects during the planning period.

## 12.6 Projected CIP Cash Flow

The preliminary funding strategy for CIP was developed using a long-term SFP model. The model, in Microsoft Excel, is composed of a series of integrated spreadsheets specifically designed to represent wastewater system annual cash flows. The preliminary CIP cash flows and funding sources for the 20-year period are shown in **Table 12-6**.

Table 12-6 | Summary of Capital Cash Flows (\$ Millions)

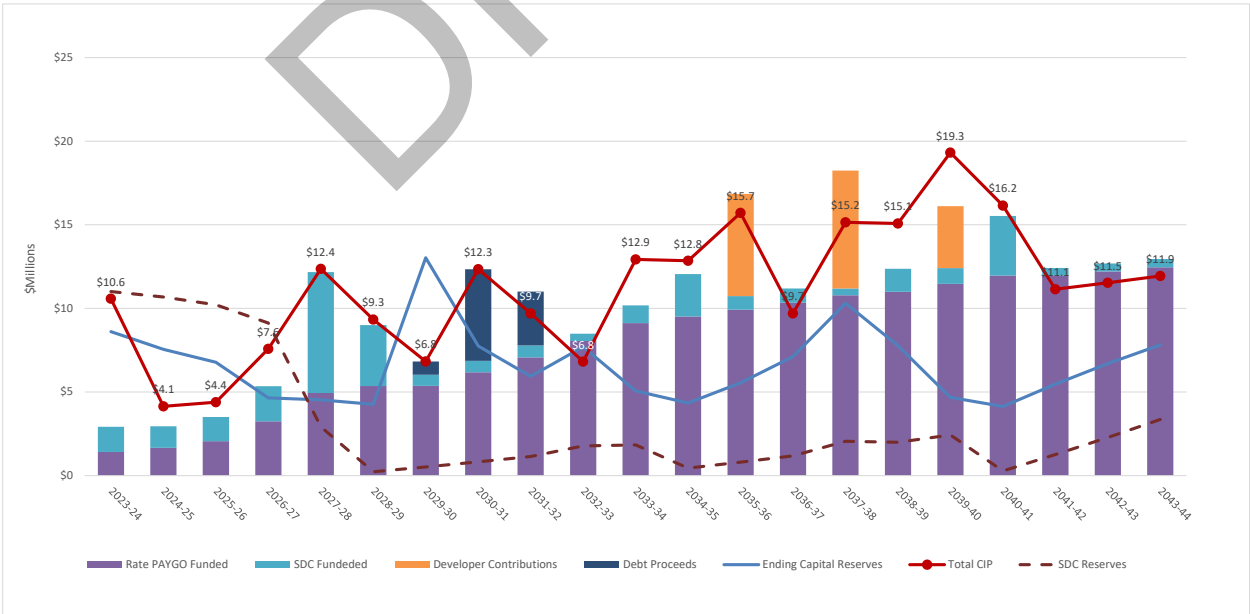
Fiscal Year	CIP Expenditures	Rates	Funding Sources				Total
			Capital Reserves	Debt Proceeds	SDC Revenue & Reserves	Developer Contributions	
2024-25	\$4.14	\$1.79	\$1.06	-	\$1.29	-	\$4.14
2025-26	\$4.39	\$2.17	\$0.78	-	\$1.45	-	\$4.39
2026-27	\$7.58	\$3.35	\$2.13	-	\$2.10	-	\$7.58
2027-28	\$12.36	\$5.00	\$0.12	-	\$7.24	-	\$12.36
2028-29	\$9.33	\$5.43	\$0.26	-	\$3.64	-	\$9.33
2029-30	\$6.82	\$5.36	-	\$0.80	\$0.66	-	\$6.82
2030-31	\$12.34	\$6.17	-	\$5.48	\$0.69	-	\$12.34
2031-32	\$9.70	\$5.77	-	\$3.22	\$0.71	-	\$9.70
2032-33	\$6.81	\$6.37	-	-	\$0.44	-	\$6.81
2033-34	\$12.93	\$9.23	\$2.64	-	\$1.06	-	\$12.93
2034-35	\$12.85	\$9.59	\$0.72	-	\$2.54	-	\$12.85
2035-36	\$15.71	\$8.78	-	-	\$0.82	\$6.12	\$15.71
2036-37	\$9.70	\$8.85	-	-	\$0.84	-	\$9.70
2037-38	\$15.15	\$7.69	-	-	\$0.40	\$7.06	\$15.15
2038-39	\$15.08	\$11.14	\$2.55	-	\$1.38	-	\$15.08
2039-40	\$19.32	\$11.58	\$3.08	-	\$0.94	\$3.71	\$19.32

Fiscal Year	CIP Expenditures	Rates	Funding Sources				Total
			Capital Reserves	Debt Proceeds	SDC Revenue & Reserves	Developer Contributions	
2040-41	\$16.15	\$12.03	\$0.55	-	\$3.57	-	\$16.15
2041-42	\$11.14	\$10.68	-	-	\$0.46	-	\$11.14
2042-43	\$11.54	\$11.05	-	-	\$0.48	-	\$11.54
2043-44	\$11.94	\$11.44	-	-	\$0.50	-	\$11.94
<b>Total</b>	<b>\$224.99</b>	<b>\$153.49</b>	<b>\$13.90</b>	<b>\$9.50</b>	<b>\$31.22</b>	<b>\$16.89</b>	<b>\$224.99</b>

The projected annual CIP requirements generally increase over the planning period, reflecting steady increases in CMOM-related improvements and intermittent large trunk sewer and pump station projects (as shown in **Table 12-3**). The CIP funding strategy consists of a combination of PAYGO funding and long-term debt financing, where debt proceeds are used on a limited basis to address larger-scale improvements not covered by existing available reserves in the short-term or anticipated developer funding in the longer term.

**Figure 12-1** shows the projected annual CIP costs and funding sources in the context of projected capital and SDC reserves. Initially, the projected CIP costs exceed the available funding from projected rates and SDCs (based on rate increases discussed in the following section), so capital reserves are used to fund a portion of project costs, resulting in a steady decline in capital and SDC reserves through FY 2028-29. Pay-as-you-go capital funding increases incrementally each year, with the goal of building a sustainable level of CIP funding capacity from rates to meet basic system repair and replacement (asset management) needs. The phasing in of larger amounts of PAYGO requires utilization of other available resources (undesignated capital and SDC reserves and debt and developer funding) in years where CIP costs exceed PAYGO funding capacity from projected rate increases. In other years, where CIP costs are below the funding capacity of revenue sources, the reserve levels increase and are then available for CIP project costs later in the plan.

Figure 12-1 | Projected CIP Cash Flow and Capital Reserves



As shown in **Table 12-6**, debt proceeds of \$9.5 million are assumed to fund a portion of the CIP costs (Harbor Drive improvements) anticipated to begin in FY 2029-30. Without long-term financing, the requirements from rates during the FY 2029-30 through FY2033-34 CIP would exceed \$45 million (\$9 million per year), compared to about \$3.4 million per year in the initial five-year period. The City may elect to issue a greater amount debt over the planning period or adjust other elements of the preliminary CIP funding strategy to further reduce revenue requirements from rates, as part of its future capital and financial planning.

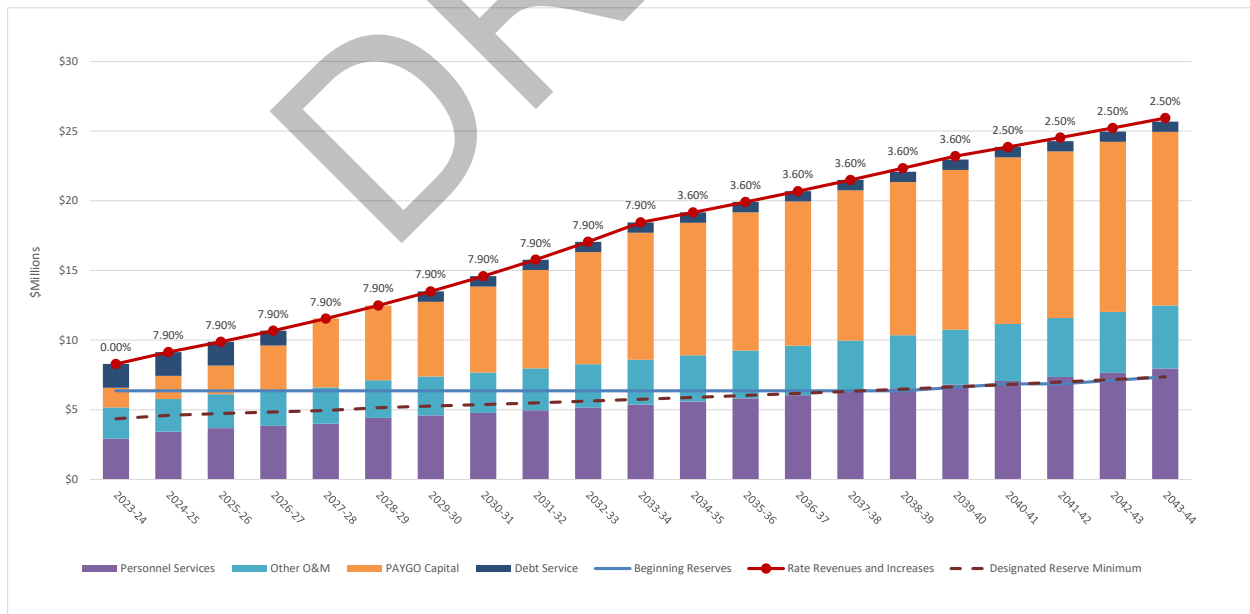
The CIP cash flow anticipates that many of the development-driven expansion projects will need to be constructed during the final 10 years of this WWMP (as shown in **Table 12-6** and **Figure 12-1**). The City anticipates some direct funding from private development for these projects that will reduce pressure on wastewater rates increases. However, should it be necessary for these projects to be constructed by the City prior to development activity, without additional capital reserves or private development contributions to offset rate revenue requirements, some combination of additional long-term debt financing and larger rate increases would likely be required to fully fund the CIP.

## 12.7 Summary of Projected Requirements and Rates

### 12.7.1 Projected Requirements and Rate Increases

The SFP forecasting model was developed as a tool to project system revenue requirements and determine needed wastewater rate adjustments to meet those requirements, in accordance with the capital funding strategy and financial reserve targets described previously. **Figure 12-2** shows the projections of O&M and rate-supported (i.e., PAYGO) capital expenditures and operating reserves over the planning period, and the annual rate revenues (and percent increases), projected to meet the planned expenditures and designated reserve targets. The growth in revenue requirements is attributed to ongoing increases in O&M expenses (both inflationary and additional staffing requirements), as well as PAYGO capital funding.

Figure 12-2 | Projected Wastewater Rate Revenues, Requirements, and Operating Cash Reserves\*



\*Excludes SDC revenue and capital-related reserves

As shown in **Figure 12-2**, a series of rate increases will be necessary to generate adequate revenues to support the CIP, and to fund ongoing operation and maintenance costs. Notably, because of the need to



build revenue capacity to support the additional staffing associated with the CMOM program in the short-run and assuming a capital funding plan focused on building PAYGO capacity for asset management needs, the pace of rate increases is projected to be greatest in the first half of the planning period. During these years, system-wide rate increases are projected to exceed assumed general cost inflation (3.5 percent) and result in a more than doubling of the FY 2023-24 rates. As shown in **Figure 12-2**, projected annual rate increases are as follows:

- FY 2023-24 – No additional rate increase in the current year. The City had a two (2) percent increase at the beginning of the FY.
- FY 2024-25 through FY 2033-2034 = 7.9 percent.
- FY 2034-35 and beyond – inflationary increases in the range of 2.5 percent to 3.6 percent.

The projected rate adjustments are based on customer growth and water use trends, as well as the initial capital funding strategy. Future financial and CIP planning may give rise to re-evaluation of planned capital funding sources (e.g., use of debt versus current revenues) as CIP costs, cash flows and credit market conditions change over time. As noted previously, the City may elect to issue a greater amount debt over the planning period to further reduce revenue requirements from rates and projected rate increases in the shorter term.<sup>17</sup> The SFP is intended to provide a framework for the City to begin conversations around project phasing, funding sources and associated rate impacts.

## 12.8 Current and Projected Rates and Bills

Under the City’s current local wastewater rate structure, customers are charged a uniform rate per unit of billed volume (determined by winter average water use for most customers). The current adopted rate and the projected future rates (based on the planning level rate increases) are shown in **Table 12-7**. A typical residential customer has an average billable volume of seven units;<sup>18</sup> thus, the current monthly bill (excluding the regional wastewater charges) is \$27.23. In this SFP, typical monthly bill increases during the first 10 years of the planning period would average approximately \$3 per month. During the second half of the plan, projected bill increases would average slightly over \$2 per month.

Table 12-7 | Current and Projected Local Wastewater Rates and Typical Bills<sup>a</sup>

Fiscal Year	User Rate Per Unit <sup>b</sup>	% Change	Typical Res. Bill per Month <sup>c</sup>	Increase in Monthly Bill
2023-24	\$3.89	--	\$27.23	--
2024-25	\$4.20	7.9%	\$29.38	\$2.15
2025-26	\$4.53	7.9%	\$31.70	\$2.32
2026-27	\$4.89	7.9%	\$34.21	\$2.51
2027-28	\$5.27	7.9%	\$36.91	\$2.70
2028-29	\$5.69	7.9%	\$39.83	\$2.92

<sup>17</sup> For example, shifting an additional \$10-12 million of trunk sewer and pump station costs from PAYGO to debt funding in the first 10 years of the plan may reduce the projected annual rate increases through FY 2033-34 from 7.9 percent to approximately 7.0 percent. However, post FY 2033-34 annual rate increases would increase under that scenario, to build PAYGO funding capacity later in the plan and to pay for the additional debt service costs.

<sup>18</sup> As noted previously, billable wastewater volumes per account are projected to decline marginally over the planning period such that a typical residential customer’s monthly volume is anticipated to be less than seven units; however, for purposes of projecting bill impacts in **Table 12-7**, a consistent monthly volume is used throughout the planning period,

Fiscal Year	User Rate Per Unit <sup>b</sup>	% Change	Typical Res. Bill per Month <sup>c</sup>	Increase in Monthly Bill
2029-30	\$6.14	7.9%	\$42.98	\$3.15
2030-31	\$6.63	7.9%	\$46.38	\$3.40
2031-32	\$7.15	7.9%	\$50.04	\$3.66
2032-33	\$7.71	7.9%	\$53.99	\$3.96
2033-34	\$8.32	7.9%	\$58.25	\$4.26
2034-35	\$8.62	3.6%	\$60.35	\$2.10
2035-36	\$8.93	3.6%	\$62.52	\$2.17
2036-37	\$9.25	3.6%	\$64.78	\$2.25
2037-38	\$9.59	3.6%	\$67.11	\$2.33
2038-39	\$9.93	3.6%	\$69.52	\$2.42
2039-40	\$10.29	3.6%	\$72.03	\$2.51
2040-41	\$10.55	2.5%	\$73.83	\$1.80
2041-42	\$10.81	2.5%	\$75.68	\$1.85
2042-43	\$11.08	2.5%	\$77.57	\$1.89
2043-44	\$11.36	2.5%	\$79.51	\$1.94

a Excludes Regional (MWWC) wastewater rates

b Units = 748 gallons

c Based on 7 units

## 12.9 Operating Cash Flow Forecast

The projected operating cash flow forecast is provided in **Table 12-8**. Specifically, the table shows projected annual revenues, requirements, operating balances, and debt service coverage, based on the preliminary capital funding strategy and rate increases. As is the case with the City's current local wastewater debt, new debt included in the SFP assumes revenue obligations structured as level annual debt service, with a maturity of 20 years.<sup>19</sup> A revenue bond repays creditors from net revenues generated by the overall system.

For revenue bonds, the utility is required to set its rates and charges in a manner that generates the funds to repay bondholders from system revenues, pay O&M costs, and contribute to the replacement of system facilities. Debt service "coverage" is calculated as the ratio of net revenues (total system revenues less O&M expenses) to annual debt service. Typically, revenue bond covenants require the utility to charge rates that target coverage ratios between 1.20 and 1.50 times the annual debt service requirement. Given the limited debt included in the SFP, projected debt service coverage targets exceed these minimum industry benchmarks, as shown in **Table 12-8**.

<sup>19</sup> An interest rate of 4.5 percent was used for planning purposes.

Table 12-8 | Summary of Projected Revenues, Requirements, Debt Service Coverage and Operating Balance (\$ Millions)

SFP Component	Projected Fiscal Year									
	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
<b>Revenues</b>										
Wastewater User Fees	\$8.94	\$9.68	\$10.47	\$11.33	\$12.26	\$13.27	\$14.36	\$15.54	\$16.82	\$18.21
Other Revenue*	\$0.20	\$0.20	\$0.21	\$0.21	\$0.22	\$0.22	\$0.23	\$0.23	\$0.23	\$0.24
Total Revenues	\$9.14	\$9.88	\$10.68	\$11.54	\$12.48	\$13.49	\$14.59	\$15.77	\$17.06	\$18.44
<b>Revenue Requirements</b>										
Operation & Maintenance	\$5.78	\$6.11	\$6.37	\$6.61	\$7.12	\$7.39	\$7.67	\$7.97	\$8.27	\$8.59
Debt Service	\$1.71	\$1.71	\$1.07	\$0.00	\$0.00	\$0.74	\$0.74	\$0.74	\$0.74	\$0.74
PAYGO Capital	\$1.66	\$2.06	\$3.25	\$4.93	\$5.36	\$5.36	\$6.17	\$7.07	\$8.05	\$9.12
Total Revenue Requirements	\$9.14	\$9.88	\$10.68	\$11.54	\$12.48	\$13.49	\$14.59	\$15.77	\$17.06	\$18.44
Revenue Surplus/(Deficiency)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Debt Service Coverage</b>										
Net Rev. Available for Debt Service <sup>a</sup>	\$3.36	\$3.77	\$4.31	\$4.93	\$5.36	\$6.10	\$6.92	\$7.81	\$8.79	\$9.86
Debt Service Coverage	1.97	2.20	4.05	na	na	8.23	9.33	10.53	11.85	13.30
<b>Operating Balances</b>										
Beginning Balance	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36
Ending Balance <sup>b</sup>	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36

\* Sources of other revenue explained on next page.

SFP Component	Projected Fiscal Year									
	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44
<b>Revenues</b>										
Wastewater User Fees	\$18.92	\$19.66	\$20.43	\$21.23	\$22.07	\$22.93	\$23.58	\$24.24	\$24.92	\$25.62
Other Revenue	\$0.24	\$0.25	\$0.25	\$0.26	\$0.27	\$0.28	\$0.29	\$0.29	\$0.30	\$0.31
Total Revenues	\$19.17	\$19.91	\$20.69	\$21.49	\$22.33	\$23.21	\$23.86	\$24.53	\$25.22	\$25.93
<b>Revenue Requirements</b>										
Operation & Maintenance	\$8.91	\$9.25	\$9.61	\$9.97	\$10.35	\$10.75	\$11.16	\$11.58	\$12.03	\$12.48
Debt Service	\$0.74	\$0.74	\$0.74	\$0.74	\$0.74	\$0.74	\$0.74	\$0.74	\$0.74	\$0.74
PAYGO Capital	\$9.51	\$9.92	\$10.34	\$10.78	\$10.99	\$11.47	\$11.96	\$11.96	\$12.21	\$12.46
Total Revenue Requirements	\$19.17	\$19.91	\$20.69	\$21.49	\$22.08	\$22.96	\$23.86	\$24.28	\$24.97	\$25.68
Revenue Surplus/(Deficiency)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25	\$0.25	\$0.00	\$0.25	\$0.25	\$0.25
<b>Debt Service Coverage</b>										
Net Rev. Available for Debt Service <sup>c</sup>	\$10.25	\$10.66	\$11.08	\$11.52	\$11.98	\$12.46	\$12.70	\$12.95	\$13.20	\$13.45
Debt Service Coverage	13.83	14.38	14.95	15.54	16.16	16.81	17.14	17.47	17.80	18.14
<b>Operating Balances</b>										
Beginning Balance	\$6.36	\$6.36	\$6.36	\$6.36	\$6.36	\$6.61	\$6.86	\$6.86	\$7.11	\$7.36
Ending Balance <sup>b</sup>	\$6.36	\$6.36	\$6.36	\$6.36	\$6.61	\$6.86	\$6.86	\$7.11	\$7.36	\$7.61

<sup>a</sup> Total revenues less operation & maintenance costs.

<sup>b</sup> Beginning balance less revenue surplus/deficiency.

<sup>c</sup> Total revenues less operation & maintenance costs



## 12.10 Conclusions

The SFP is designed to provide a framework for the City to initiate conversations with stakeholders around CIP phasing, funding sources and associated rate impacts. The capital funding strategy contained herein relies on a combination of PAYGO funding from rates and SDCs, utilization of undesignated capital reserves, limited long-term debt financing, to address larger-scale improvements, and direct developer funding to pay for the estimated \$225 million in capital projects over the next 20 years. While the City will continue to explore grant funding opportunities, no specific grants have been identified for CIP projects.

Annual rate increases, based on a largely PAYGO capital funding strategy, are initially projected at 7.9 percent per year for the first half of the SFP and are projected at inflationary levels in the second half of the plan. The SFP model developed as part of the WWMP process is structured to enable evaluation of CIP alternatives and different approaches to program financing as part of continued financial, capital planning, and rate-setting efforts. The model provides a framework to assess the financial implications of a variety of alternative capital funding scenarios that may include re-balancing of debt and equity financing, revised project scheduling, or debt structure revisions, while adhering to financial management targets (i.e., maintenance of reserve balances and debt service coverage levels).

The projected cash flows that comprise the SFP are based on available information on revenue, expenditures, customer accounts, and water use as of May 2023. There will usually be differences between assumed and actual conditions because events and circumstances frequently do not occur as expected, and those differences may be significant. Among the variables that could impact future rate increases are changes in customer growth, economic and other factors impacting water consumption patterns, cost escalation, and interest rates on long-term debt. Furthermore, any changes to CIP funding or other key assumptions would likely necessitate changes to the rate increases. Therefore, it is important that the City monitors the financial plan regularly and update projections as needed.

Sustainable capital funding may be advanced by long-term financing strategies that reflect system development, renewal, and replacement needs. In general, this occasions use of long-term debt obligations for major, intermittent investment/reinvestment needs and current revenue (i.e., PAYGO) funding from rates and SDCs for annual asset management and system expansion requirements.

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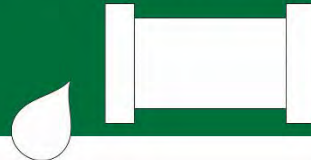
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APPENDIX A  
COMMUNITY ENGAGEMENT PLAN



# Springfield Wastewater Master Plan



## Community Engagement Plan

Reviewed by Springfield Committee for Citizen Involvement: April 19, 2022

### I. Purpose of this Community Engagement Plan

This Community Engagement Plan will serve as a guide for outreach and community engagement activities for Springfield's Wastewater Master Plan Project. It describes activities that the City of Springfield will implement to ensure that interested and affected parties, together with the project team, have adequate opportunities to provide meaningful input and feedback to one another. The Community Engagement Plan is designed with the general public, development and engineering community, decision makers, and the project team in mind as the intended audience.

### II. Introduction

#### Background

The City of Springfield operates a large and complex wastewater collection system, which includes 250 miles of wastewater pipe varying from 6 to 60 inches in diameter. This system of pipes and pumps conveys Springfield's wastewater to the Metropolitan Wastewater Management Commission's (MWMC) regional wastewater treatment plant in North Eugene, where all wastewater from the Eugene-Springfield area is treated prior to being returned to the Willamette River. Effective conveyance and treatment of wastewater is critical to the health and vitality of the Springfield community, surrounding water quality, and the local environment.



Guided by the City's Capacity, Management, Operations, and Maintenance (CMOM) Program, the City operates, maintains, inspects, and cleans its wastewater collection system. The CMOM Program helps to preserve and extend the life of wastewater infrastructure, as well as prevent overflows of wastewater into local parks, yards, streets, or waterways, known as sanitary sewer overflows or SSOs.

The City also uses a hydrologic and hydraulic model along with various inspection techniques to identify locations where maintenance holes and pipes can be repaired to reduce infiltration and inflow (I&I), groundwater and stormwater that enters the wastewater system and increases the flow being conveyed to the wastewater treatment plant. These tools have also helped the City identify downspouts, sump pumps, and area drains that are improperly connected to the wastewater system.

To provide an assessment of existing and future needs for Springfield's wastewater collection system and to develop cost-effective solutions for managing excessive wet weather wastewater flows, the City last updated its Wastewater Master Plan in 2008. All capital improvement projects identified in the 2008 plan have been constructed, so the Wastewater Master Plan is being updated again in 2022, in collaboration with contractor Murraysmith Inc.

## **Project Purpose & Outcomes**

### **Project Purpose**

The purpose of updating Springfield's Wastewater Master Plan is to identify needed improvements to the City's wastewater collection system for increased capacity for future 2042 planning year conditions.

### **Project Outcomes**

With the purpose of the project in mind, the project will result in the following outcomes:

1. Analysis of the wastewater collection system's performance and response under different hydrologic and hydraulic conditions, using historical monitoring data
2. Development of a methodology to determine future condition land use, related to potential changes in housing density in portions of Springfield's service area, and to identify areas within the City where the wastewater collection system is available for increased capacity based on these potential changes
3. Assessment of existing system capacity and identification of deficiencies in current and future 2042 planning year conditions
4. Recommendation of improvements to the wastewater collection system to increase capacity and eliminate identified deficiencies in the current and future 2042 planning year conditions. This will include a comparison of expansion vs.

rehabilitation of the wastewater conveyance system in portions of the service area, as well as identification of needed infiltration and inflow repairs.

5. Establishment of a long-term funding plan that ensures adequate revenue to address the capital needs of the local wastewater collection system, with consideration for rate impacts
6. Delivery of a Wastewater Master Plan document to discuss the planning process, technical analysis, and potential improvements to the City of Springfield's wastewater collection system, for City Council review and adoption

### III. Community Engagement

#### Community Engagement Goals

The project team is committed to sharing information and gathering input regarding the needs and issues of the broader community and key stakeholders related to this planning effort.

The Community Engagement goals are to:

- **Build awareness:** Share project information through multiple communication channels to reach the development and engineering sector and the broader Springfield community, building awareness of the City's efforts to update the Wastewater Master Plan along with the final product and recommendations for improvements.
- **Create space for dialogue:** Engage with project stakeholders and the broader Springfield community, to ensure they have opportunities to provide input at key project milestones.
- **Educate the community:** Foster understanding amongst community members on the key issues related to the strategic management of Springfield's wastewater collection system and the importance of design and planning infrastructure changes to address those concerns.
- **Support informed decision-making:** Ensure clear and transparent access to technical findings and community input.
- **Accountability:** Explain how input will influence the process and demonstrate how the project incorporates this input into the final Wastewater Master Plan.
- **Timely communication:** Communicate complete, accurate, understandable, and timely information to the community and partners through the development of an updated Wastewater Master Plan.
- **Agency collaboration:** Communicate actively with Springfield agency partners and other regional public partners, including the Metropolitan Wastewater Management Commission, to inform them on how the outcomes achieved through this project will help them fulfill their shared missions to serve the community.

- **Reliability and adaptability:** Use the Community Engagement Plan as the guiding document and resource for the project team when questions arise and/or the need to revisit strategies becomes apparent.

## Engagement Process

### Setting the Stage for Community Engagement

The Springfield Committee for Citizen Involvement’s input on the Community Engagement Plan will provide foundational guidance to the project team on how to make sure they can work effectively with and meaningfully involve Springfield’s community members throughout the project.

### Decision-Making Groups

**City Council:** The Springfield City Council has the ultimate decision-making responsibility for the Wastewater Master Plan. The City Council must adopt the updated Wastewater Master Plan for it to be implemented. In addition to City Council work sessions and/or Communication Packet Memos during the development of the plan, City staff will facilitate a public hearing with the Springfield City Council for adoption of the draft Wastewater Master Plan.

## Identified Stakeholders & Issues

The project team has identified the below listed stakeholders as potentially affected interests, who will likely be affected by the project either directly or indirectly, as well as those interests who think they will be affected or otherwise need to or want to be involved in the project. Also outlined below are the likely concerns of those potentially affected interests.

<b>Potentially Affected Interests (below) &amp; Issues (right):</b>	Cost and impacts to rates	Planned capital improvements & construction disruption	Wastewater collection system quality and reliability for protection of public health and the environment	Infrastructure Design Standards	Community input and support
Springfield residents/local wastewater ratepayers	✓	✓	✓		
Development & engineering community		✓	✓	✓	

Springfield City Council	✓	✓	✓	✓	✓
MWMC Commission and regional wastewater staff	✓		✓	✓	✓

## Key Messages

Using key messages throughout project communications is helpful to maintain consistent messaging about the project’s goals and outcomes. These messages can appear on written communications, serve as talking points, and can adapt to include feedback and themes from various stages of the project.

**What’s the City of Springfield’s role related to wastewater collection and why does it matter for community members?**

- The City of Springfield is committed to strategically managing and maintaining its wastewater infrastructure, including 250 miles of wastewater pipes to meet our community’s current and future needs.
- Springfield’s pipes and pumps transport wastewater from around the city to the Metropolitan Wastewater Management Commission’s (MWMC) regional wastewater treatment plant in North Eugene. The MWMC cleans water for the Eugene-Springfield area and then returns that cleaned water to the Willamette River.
- Wastewater collection is an essential community service. Effective management of the wastewater collection system is critical to the health and vitality of the Springfield community, surrounding water quality, and the local environment.

**What is the City of Springfield currently doing to manage its wastewater collection system?**

- The City of Springfield utilizes a Capacity, Management, Operations, and Maintenance or CMOM program to guide its work associated with the wastewater collection system, including operating, maintaining, inspecting, and cleaning it.
  - This includes proactive maintenance activities such as close circuit TV inspections of wastewater pipe using a camera, high velocity cleaning, and flow metering completed by Springfield’s Operations Division of the Development & Public Works Department. Additionally, the team repairs leaking sections of wastewater pipes as needed.
  - Springfield is also guided by the MWMC’s Regional CMOM Program Plan, as all the wastewater Springfield conveys ultimately ends up at the MWMC’s treatment plant.



- Springfield has an inter-governmental agreement with the City of Eugene Wastewater Division to maintain the pump stations within Springfield.
- Springfield maintains a hydraulic model in order to predict areas in the collection system where issues may occur. Larger scale improvements that are needed are added to the City's five-year Capital Improvement Program and capital budget, to ensure sufficient financial and human resources are allocated for maintenance of the wastewater collection system.

**What does an updated Wastewater Master Plan entail and what is the desired outcome of the project?**

- An update to Springfield's Wastewater Master Plan is important for identifying where improvements for increased capacity are needed and the best and most cost-effective way to meet those needs.
- The City's last update of its Wastewater Master Plan was completed in 2008, and all of the capital improvements identified in the plan have been completed. A 2022 update to the plan will recommend additional improvements to the City's wastewater collection system to increase capacity and eliminate identified deficiencies, in anticipation of future 2042 planning year conditions.

**How will the development of a new Wastewater Master Plan affect local wastewater rates?**

- As part of the Wastewater Master Plan, a long-term funding plan will be developed to identify options to ensure adequate revenue to address the capital needs of Springfield's wastewater collection system.
- This long-term funding plan will be developed with consideration for rate impacts to community members and businesses and with transparency to stakeholders. The community will have the opportunity to share their input related to any future rate impacts.

**How can community members get involved?**

- There will be opportunities at key project milestones for Springfield community members and project partners to review draft materials, ask questions, and provide input and feedback on the project.
- Recommendations from City staff and consultants for the management of Springfield's wastewater collection system will be based in scientific analysis using qualitative and quantitative data, and this information will be available to the community through the various communications channels listed below under Community Engagement Strategies.
- City staff welcome questions about the project. We are here to help you.

## Community Engagement Strategies

The activities listed below highlight the project’s specific communication strategies outside of any legal notices that may be required as part of the public hearing process.

Community Engagement Strategies			
Strategy	Purpose	Timeline	Level of Engagement
Project webpage: To include posting of current plan and draft plan updates, FAQs, key dates, and more	Provides project information in one location	Create webpage Spring 2022; updates as needed	Inform, gather feedback with any tools on the webpage
FAQs on project webpage	Share key messages, project information, answer common questions	Create initial FAQs by May 2022; updates as needed	Inform
Graphics	Share project information in a visual and easy-to-understand way; Use these graphics across multiple communications channels as needed	Summer & Fall 2022	Inform
Article(s) in MWMC and DPW external newsletters	Build awareness of the project through key messages, share updates	Ongoing/as needed	Inform
E-Updates to DPW general, Development Code, and Housing E-lists	Share periodic updates (topics, ways to stay involved, key dates)	Ongoing/as needed	Inform
Social media posts on City channels (Facebook, Instagram, and Twitter) and potentially sharing by MWMC	Build overall awareness and promote project activities and findings	Ongoing/as needed	Inform
Virtual open house and survey via StoryMap that is linked from the project webpage	Share infrastructure improvements identified for existing and future expanded system; gather feedback and answer questions	Anticipated November-December 2022, when improvement recommendations and the draft Strategic Financial Plan are received from consultant	Inform, gather feedback
News Releases	Share key messages, project information, and opportunities for community input and	As needed – 3 news releases anticipated: prior to virtual open	Inform, promote community feedback

	feedback with local media at key project milestones	house launch, prior to City Council's public hearing, and at the conclusion of the project when the Wastewater Master Plan has been finalized and adopted	
SUB Brochure	Include a short blurb in the wastewater and stormwater rates brochure, which is sent to SUB customers as a bill insert with their July bill, about the Wastewater Master Plan work. Link to the project webpage for more information.	Brochure goes to print on June 20; Included with July bills	Inform, promote community feedback
Direct Outreach	As the project progresses and specific improvements are recommended, consider opportunities for targeted outreach to affected/interested audiences, such as homebuilders, realtors, NGOs, etc.	Fall 2022	Inform, gather feedback
Analytics	Evaluate effectiveness of engagement formats	Ongoing	Analysis
Debrief meetings	After key project milestones	As needed	Analysis

## Measures of Success

Measures of success will help determine the effectiveness of community engagement efforts. Measures are based on the established Community Engagement Goals specified on page 3. The City will evaluate the effectiveness of community engagement throughout and at the end of the project. The following factors can be used to assess the engagement efforts in addition to or in relation to the Community Engagement Goals:

- Number of participants attending meetings in person or virtually
- Number of responses received to the virtual open house and survey
- Number of website views during a specified time period
- Number of people who open e-updates and click through to links contained within those messages

- Number of people who open MWMC and DPW external newsletters containing project information and click through to links contained within those messages
- Number of people who view and interact with social media posts
- How project decisions are modified as a result of public input
- Level of acceptance of project outcomes

## IV. Project Timeline

The City and contractor Murraysmith Inc. signed a contract for the project in February 2022. Below is a high-level project timeline that shows the project's intended phasing from March 2022 to February 2023. It represents the process and timeline for assessment of Springfield's existing wastewater infrastructure and the development of an updated Wastewater Master Plan.







APPENDIX B  
MIKE+ IMPORT TECHNICAL  
MEMORANDUM

## Technical Memorandum

**Date:** May 27, 2022

**Project:** Springfield Wastewater Master Plan

**To:** Molly Markarian  
Jeff Paschall, P.E.  
City of Springfield, OR

**From:** Ann Quenzer, P.E.  
Katie Husk, P.E.  
MurraySmith

**Re:** MIKE URBAN conversion to MIKE+ software

---

### Introduction

The City of Springfield, Oregon (City) is updating their Wastewater Master Plan to accommodate future growth and needed system improvements. The new plan will provide updates to meet the future 2042 planning year conditions.

MurraySmith has been hired to work collaboratively with the City to identify needed improvements and update the Plan to accommodate future needs. Part of this effort includes converting the City's calibrated existing conditions MIKE URBAN sewer model to the 2022 version of MIKE+ and reviewing for inconsistencies.

This memorandum is a summary of the MIKE URBAN (MU) to MIKE+ conversion, including the modeling methodologies and results from this exercise.

### Existing System

The Springfield wastewater collection system is made up of a series of approximately 250 miles of sewer lines ranging from 6-inches to 60-inches in diameter along with numerous pump stations. Sewage is conveyed to a regional treatment plant owned by the Metropolitan Wastewater Management Commission (MWMC). The City operates, maintains, inspects, and cleans the collection system as part of the City's Capacity, Management, Operations, and Maintenance (CMOM) program.













Figure 5: Location of Basins Contributing to Measurement Station 23341\_27384



Figure 6: Measurement Station 23341\_27384 (October Storm)

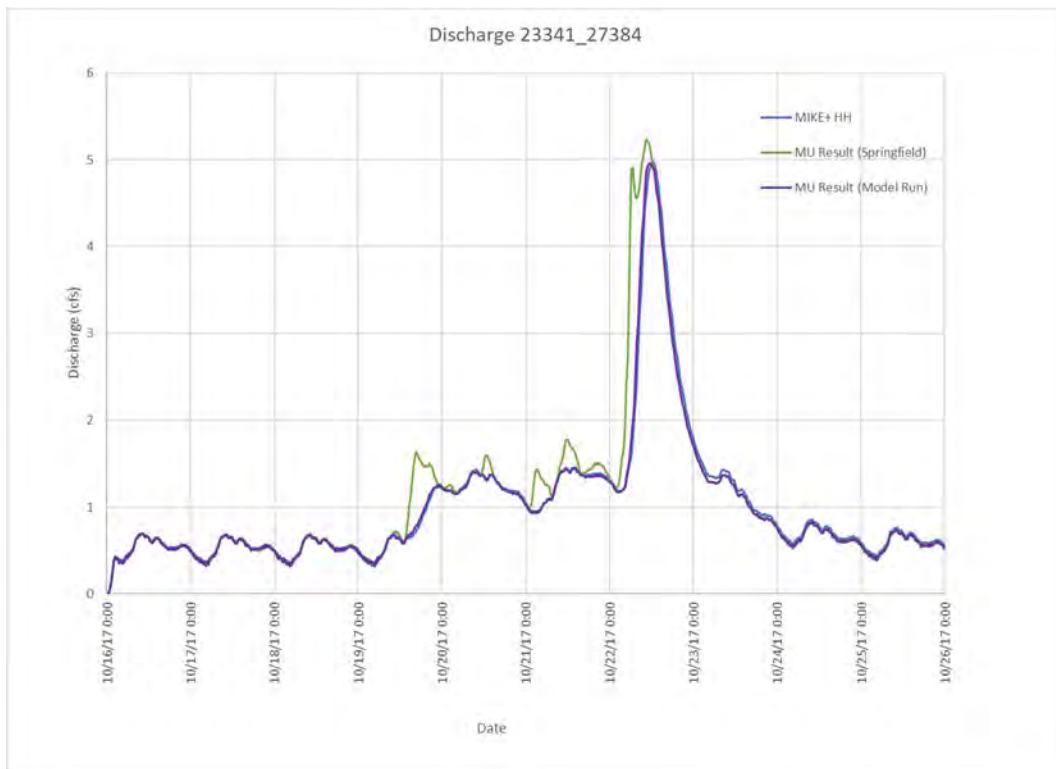
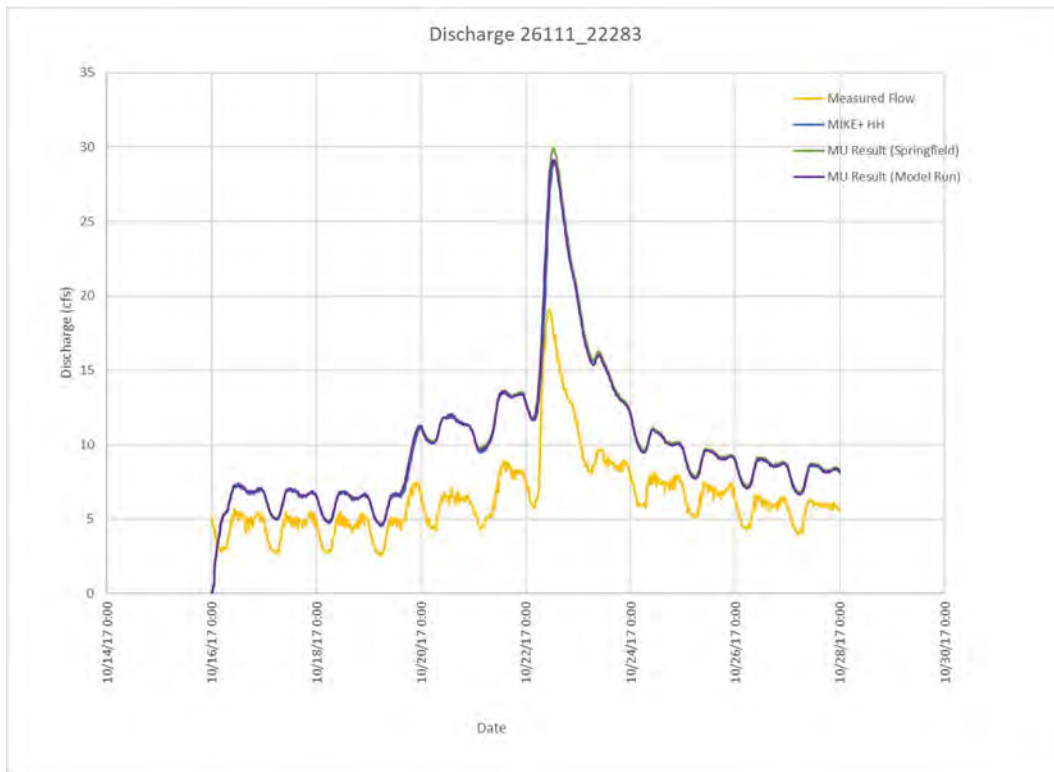






Figure 8: Measurement Station 26111\_22283 (October Storm)



The April and October comparison graphs and information related to this comparison study may be found in **Appendix A**.

## Conclusions and Recommendations

There are discrepancies between the MIKE URBAN results from Springfield and the results from the MIKE URBAN model files, meaning that there are potential differences between the model that was originally run by the City and the model that was provided to Murraysmith. The City has recommended using the MIKE URBAN model files and results from these files.

The April and October model runs for the MIKE URBAN model files from the City and the converted MIKE+ model consistently showed similar results with no major discrepancies. This correlation means that the conversion between MIKE URBAN and MIKE+ has been verified and the MIKE+ model can be used for the City of Springfield's Wastewater Master Plan.



# Appendix A

# Model Conversion – 23201\_23207

Figure 1: Drainage Basin for 23201\_23207

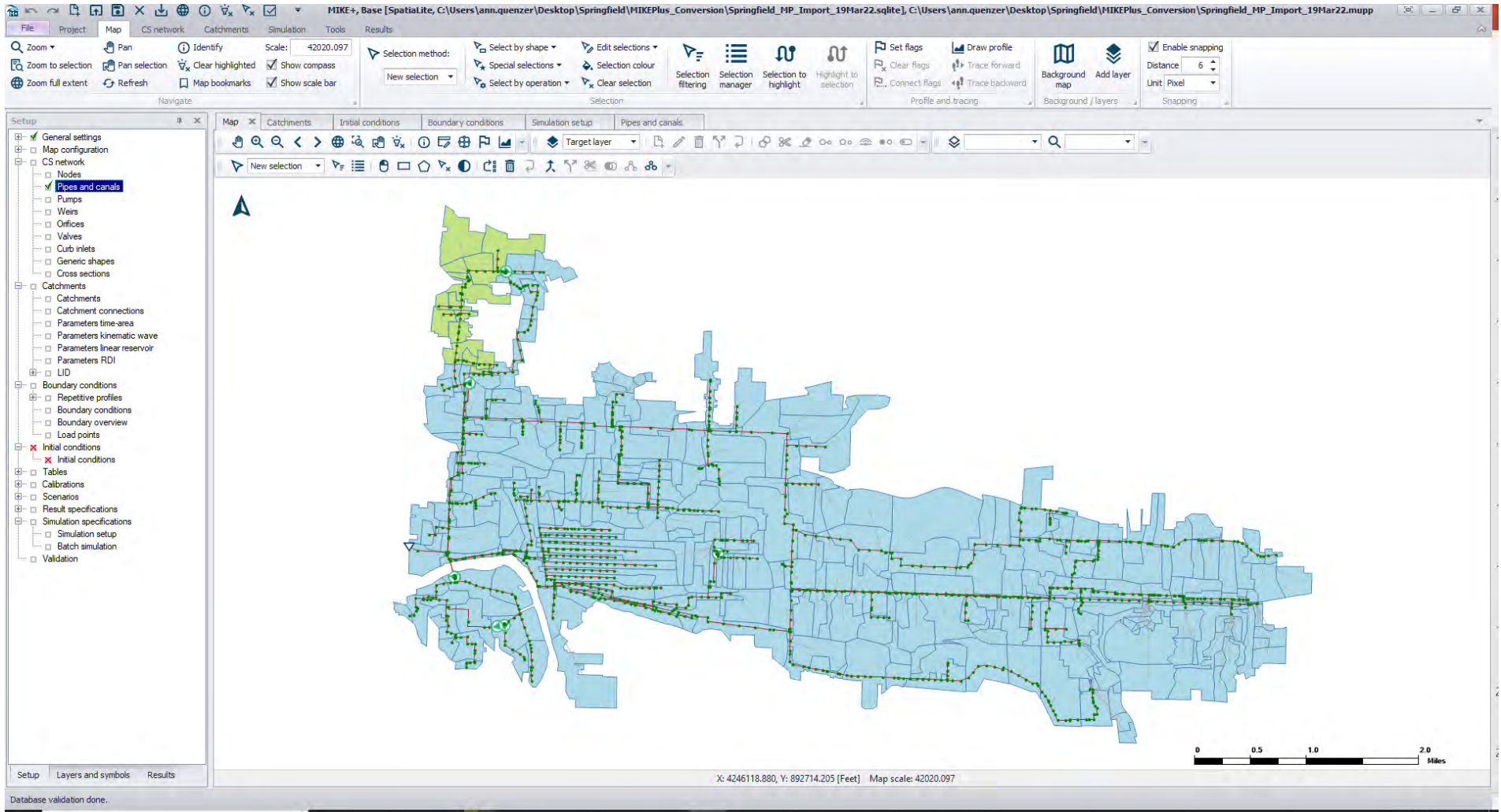
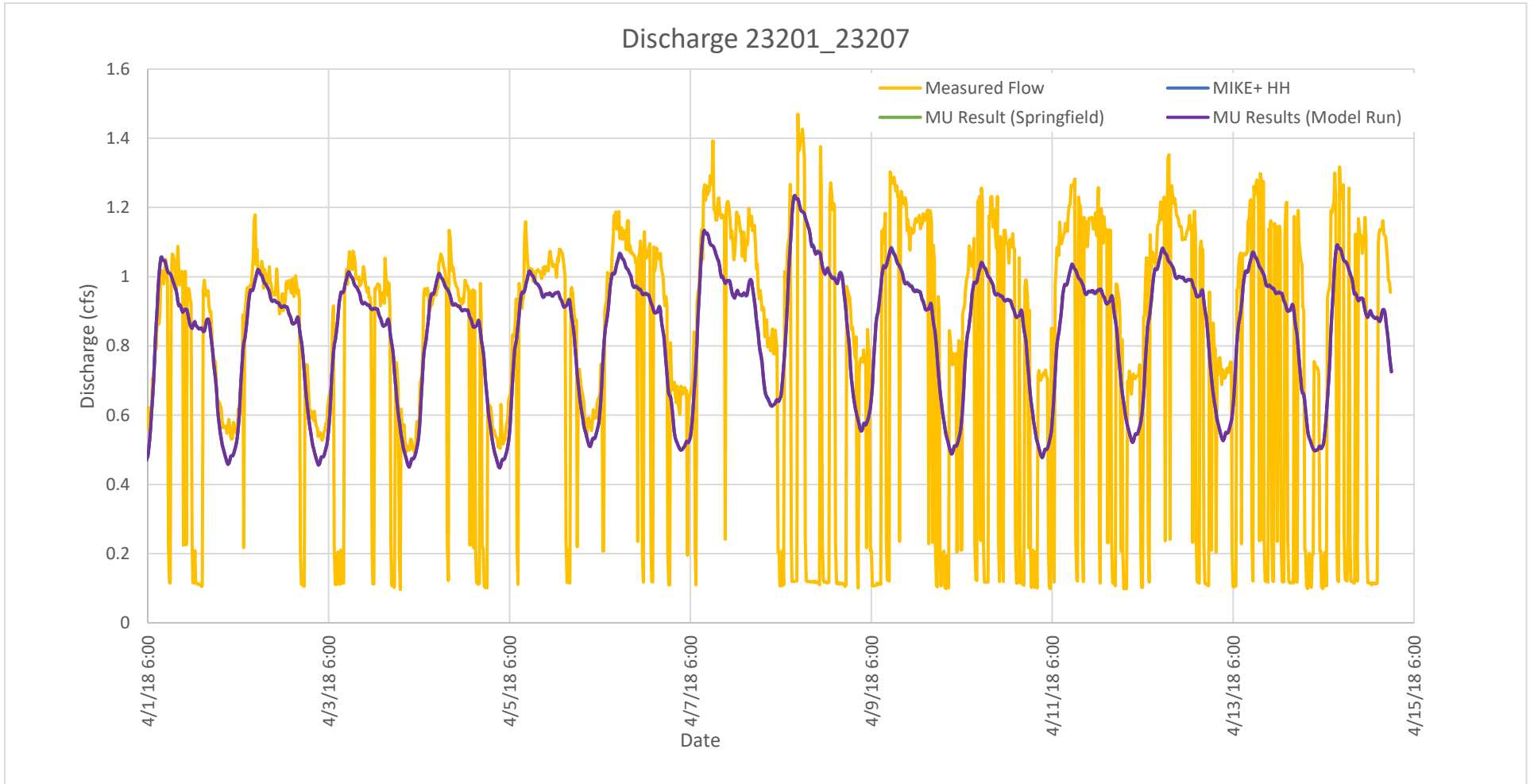




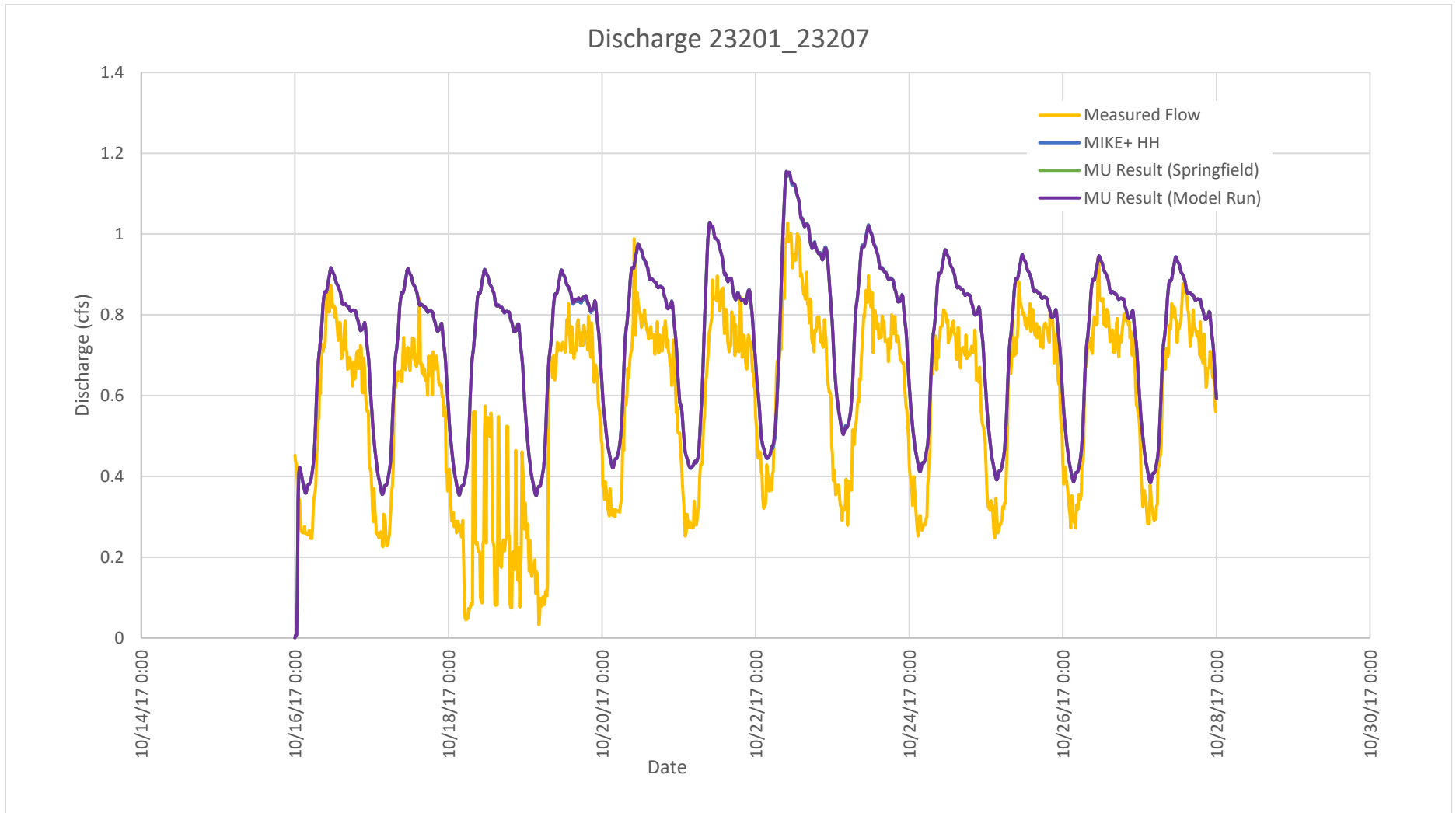
Figure 2: April Discharge for 23201\_23207



Notes:

- The results from the April model show peak flow rates that are lower than the measured peak flow rates.
- Results from the three models are similar.

Figure 3: October Discharge for 23201\_23207



Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The trough on the modeled flows is higher than the trough for the measured flows, resulting in an overall increased volume.
- Results from the three models are similar.

# Model Conversion – 23210\_23253

Figure 4: Drainage Basin for 23201\_23210\_23253

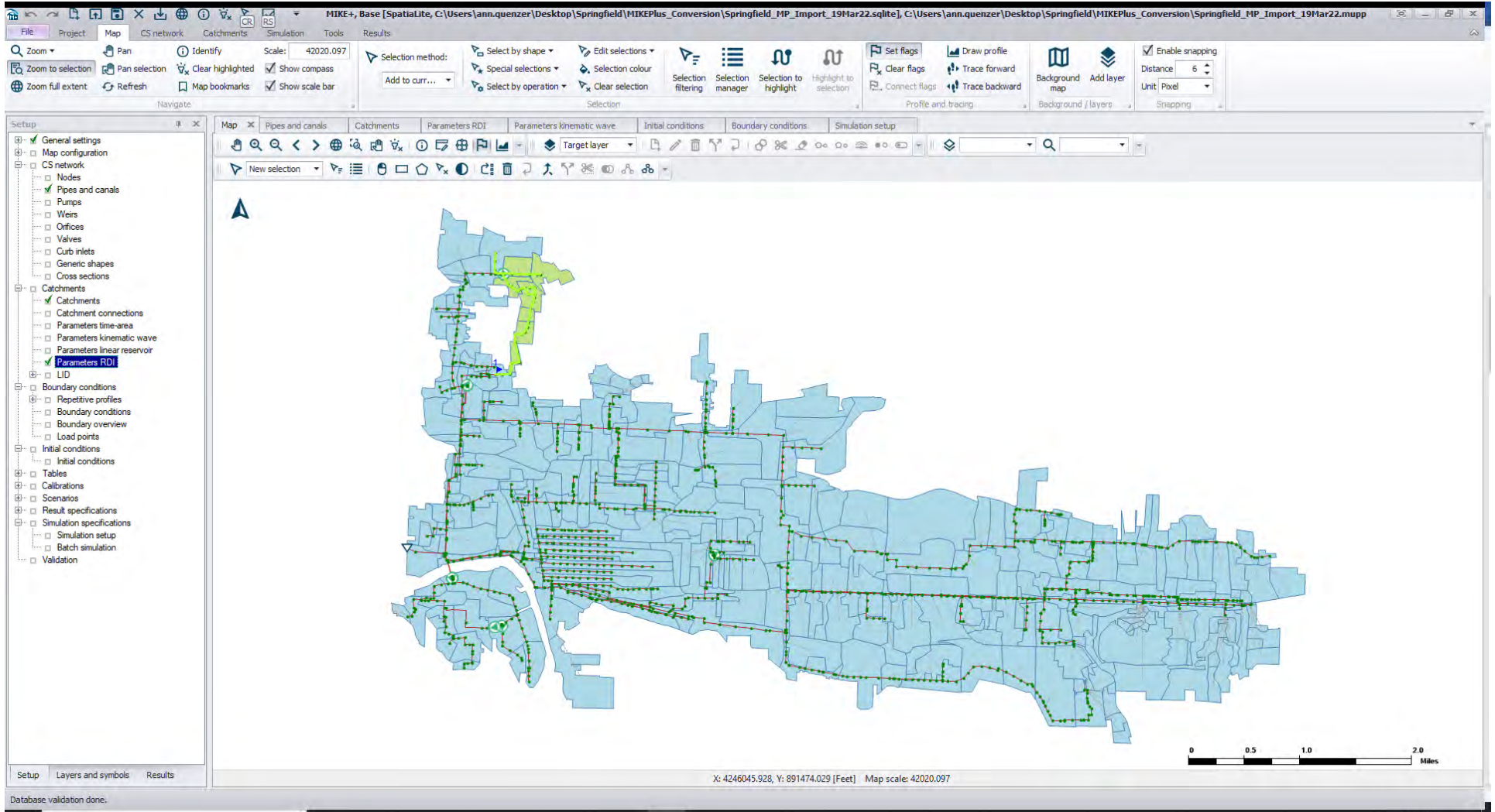
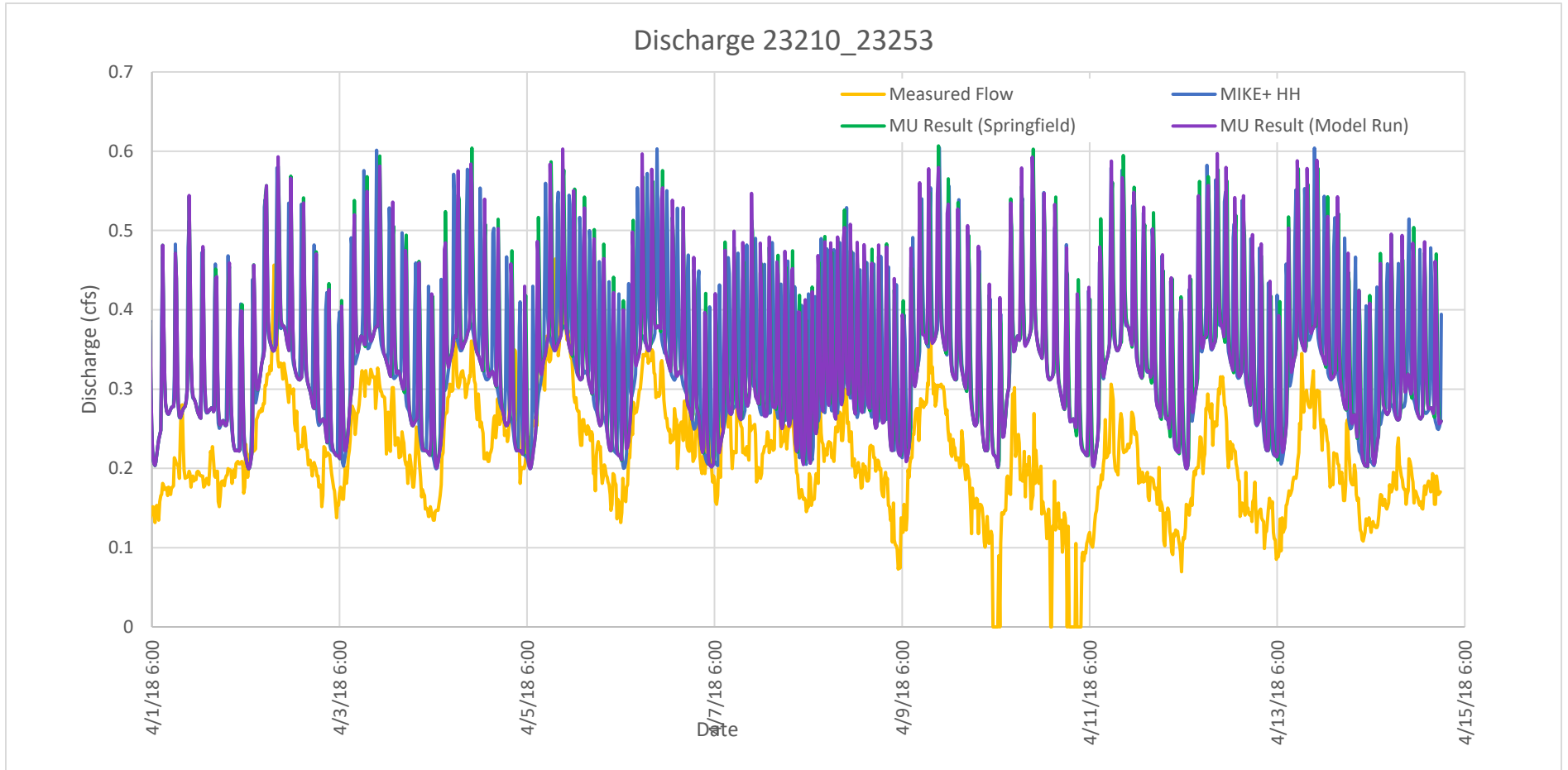


Figure 5: April Discharge for 23210\_23253

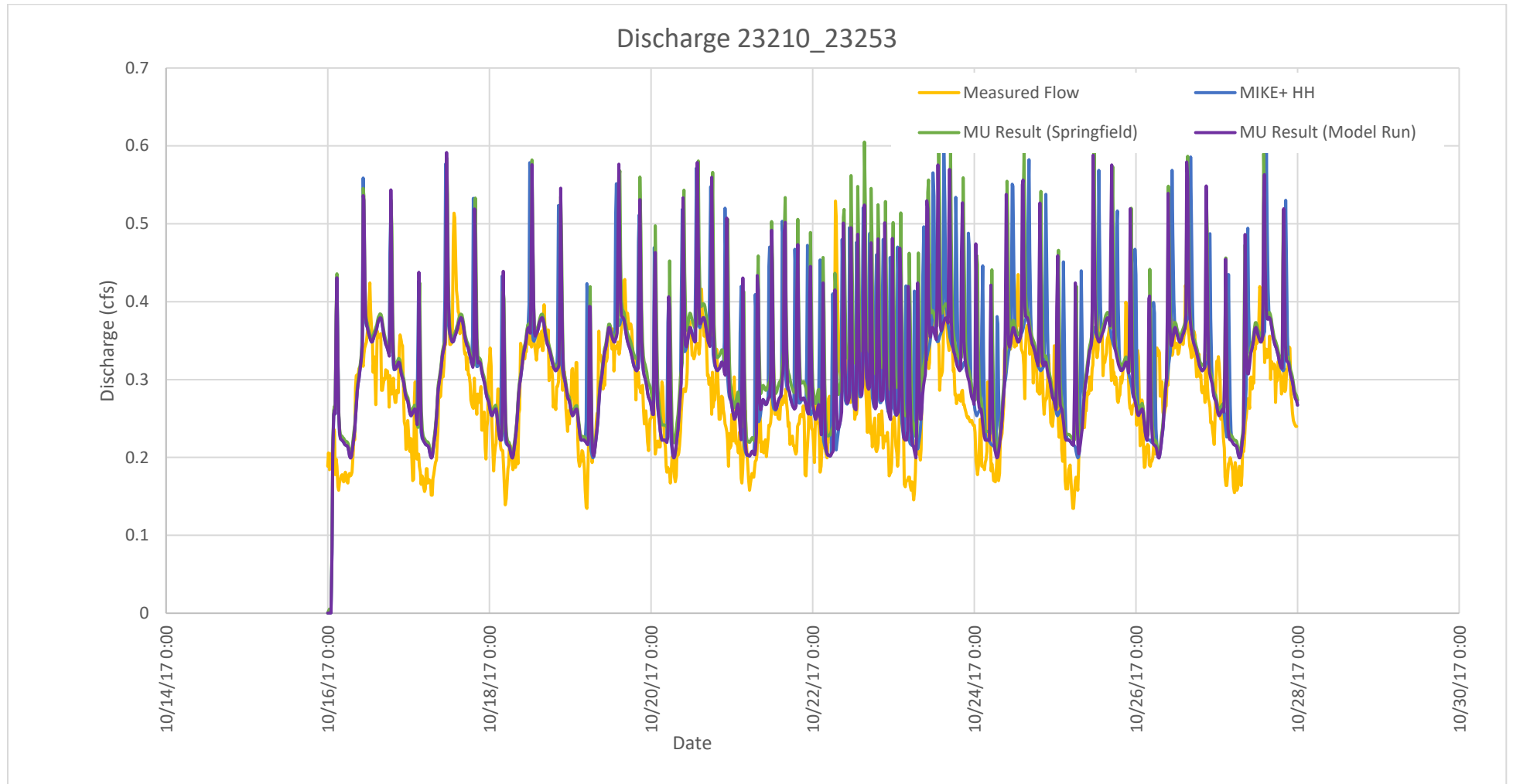


## Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The measured flow is inconsistent throughout.
- The model results indicate there is significant influence from the adjacent pump station. The pump station settings may need to be adjusted in the model.



Figure 6: October Discharge for 23210\_23253



## Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The measured flow is inconsistent throughout.
- The model results indicate there is significant influence from the adjacent pump station. The pump station settings may need to be adjusted in the model.

# Model Conversion – 22852\_22798

Figure 7: Drainage Basin for 22852\_22798

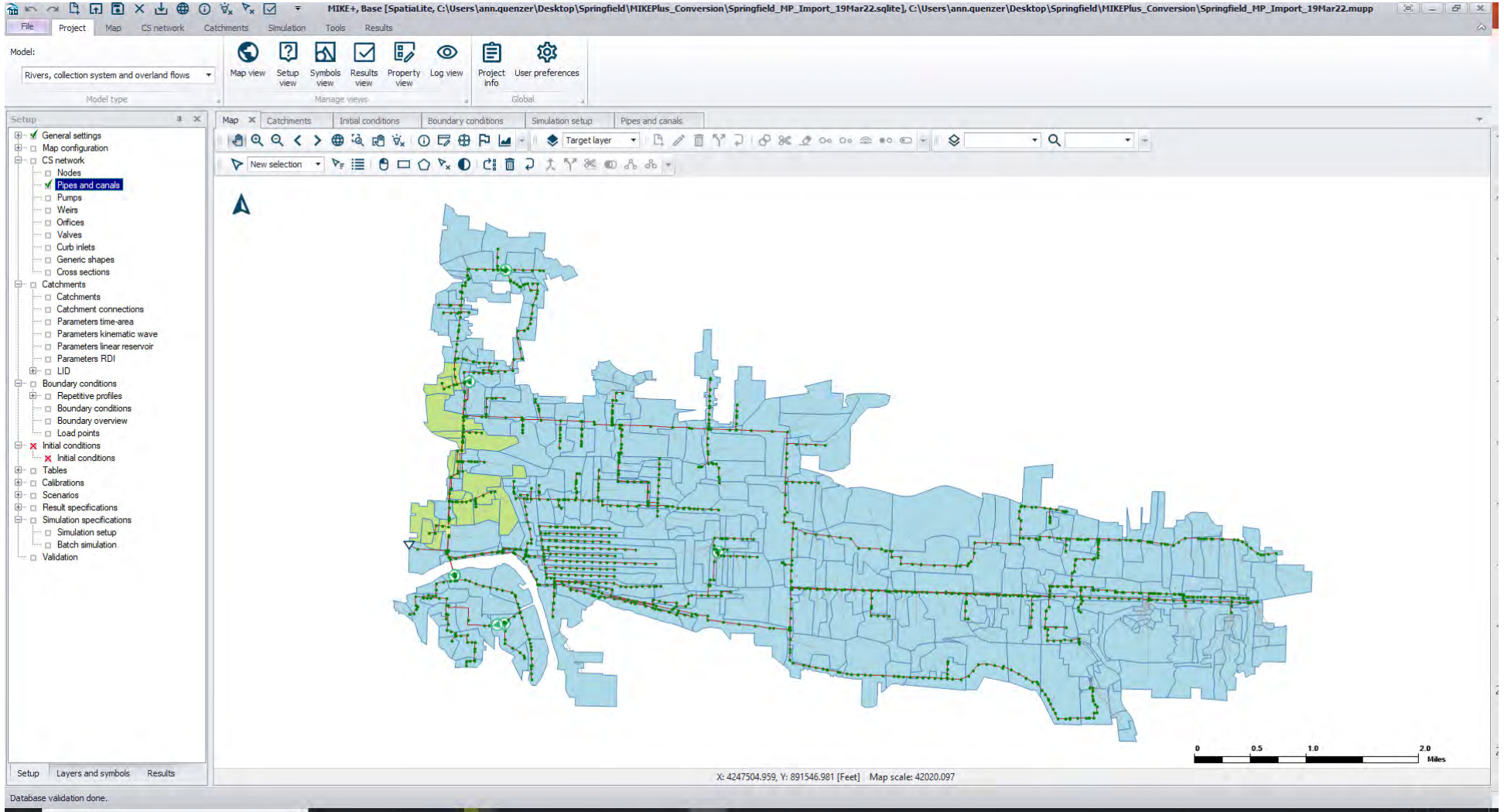
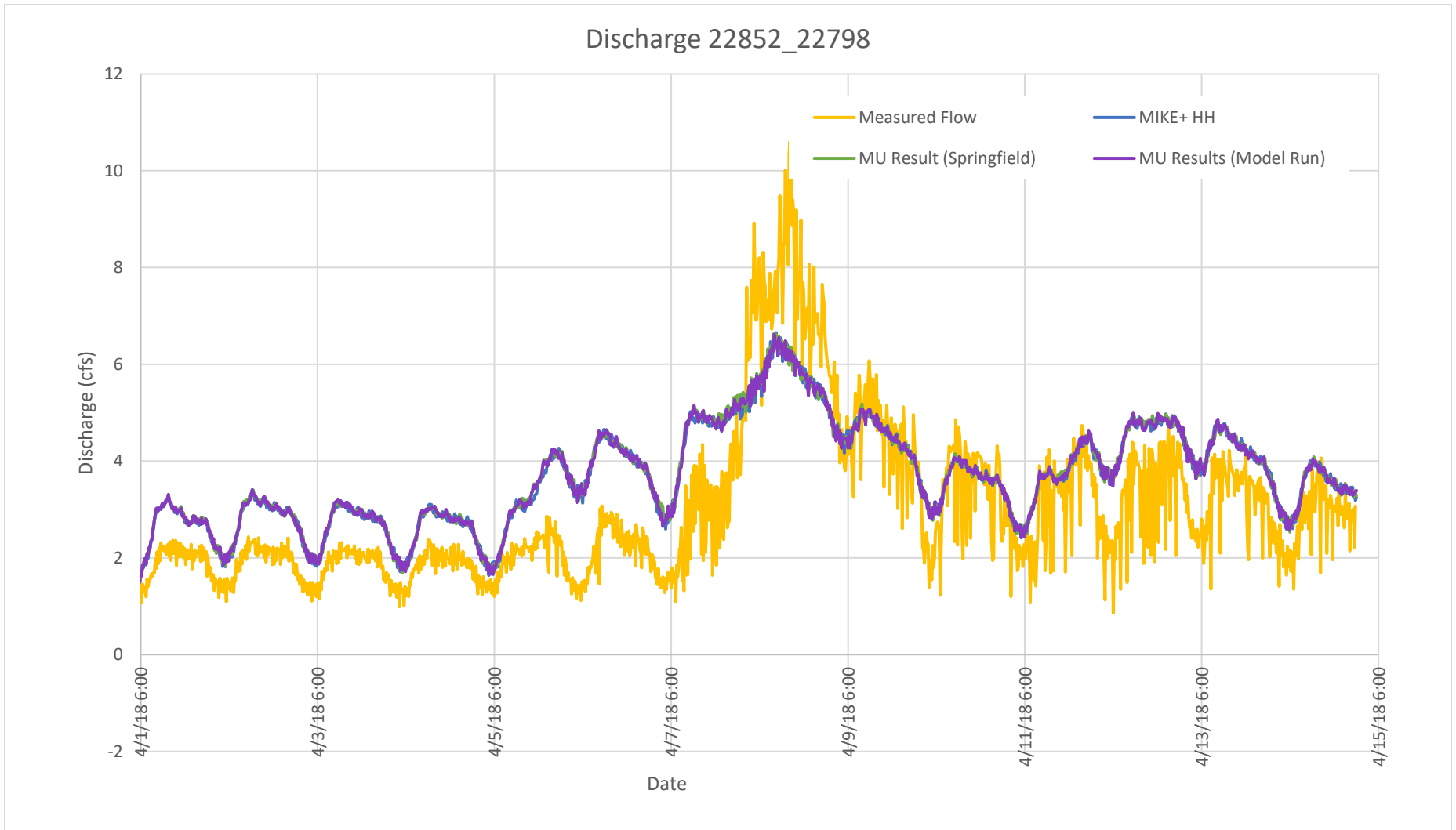


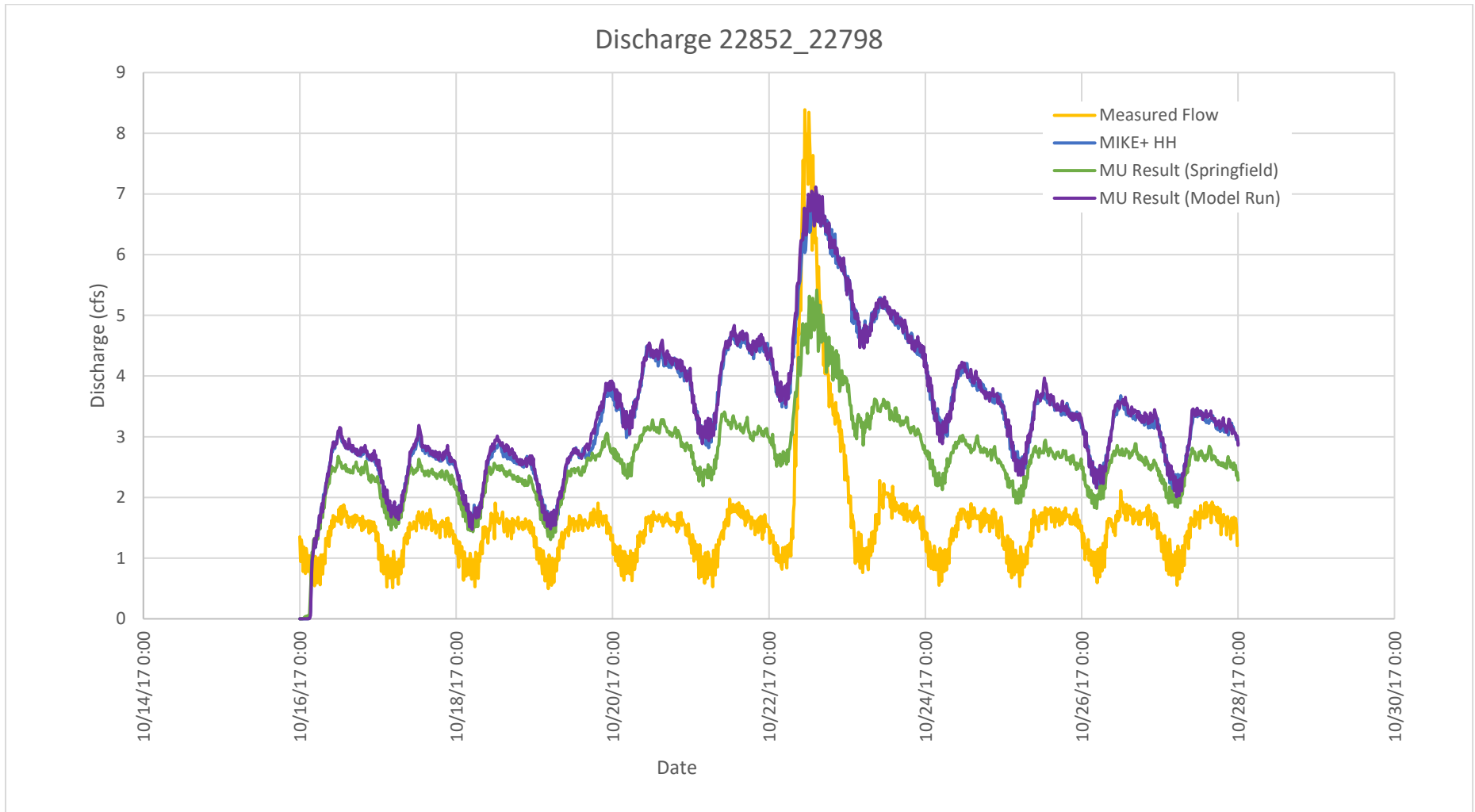
Figure 8: April Discharge for 22852\_22798



## Notes:

- The overall peak flow from the model results is lower than the peak measured flow.
- The rising limb for the modeled flow is higher than for the measured flow, resulting in a net volume increase.
- Results from the three models are similar.

Figure 9: October Discharge for 22852\_22798



Notes:

- The overall peak flow from the model results is lower than the peak measured flow.
- Both the rising and receding limb are higher for the modeled flows than for the measured flows, resulting in an increased volume.
- The result file from Springfield lows consistently lower discharge rates than the results from all other model files.
- Results from the other two models are similar.



# Model Conversion – 23802\_23801

Figure 10: Drainage Basin for 23802\_23801

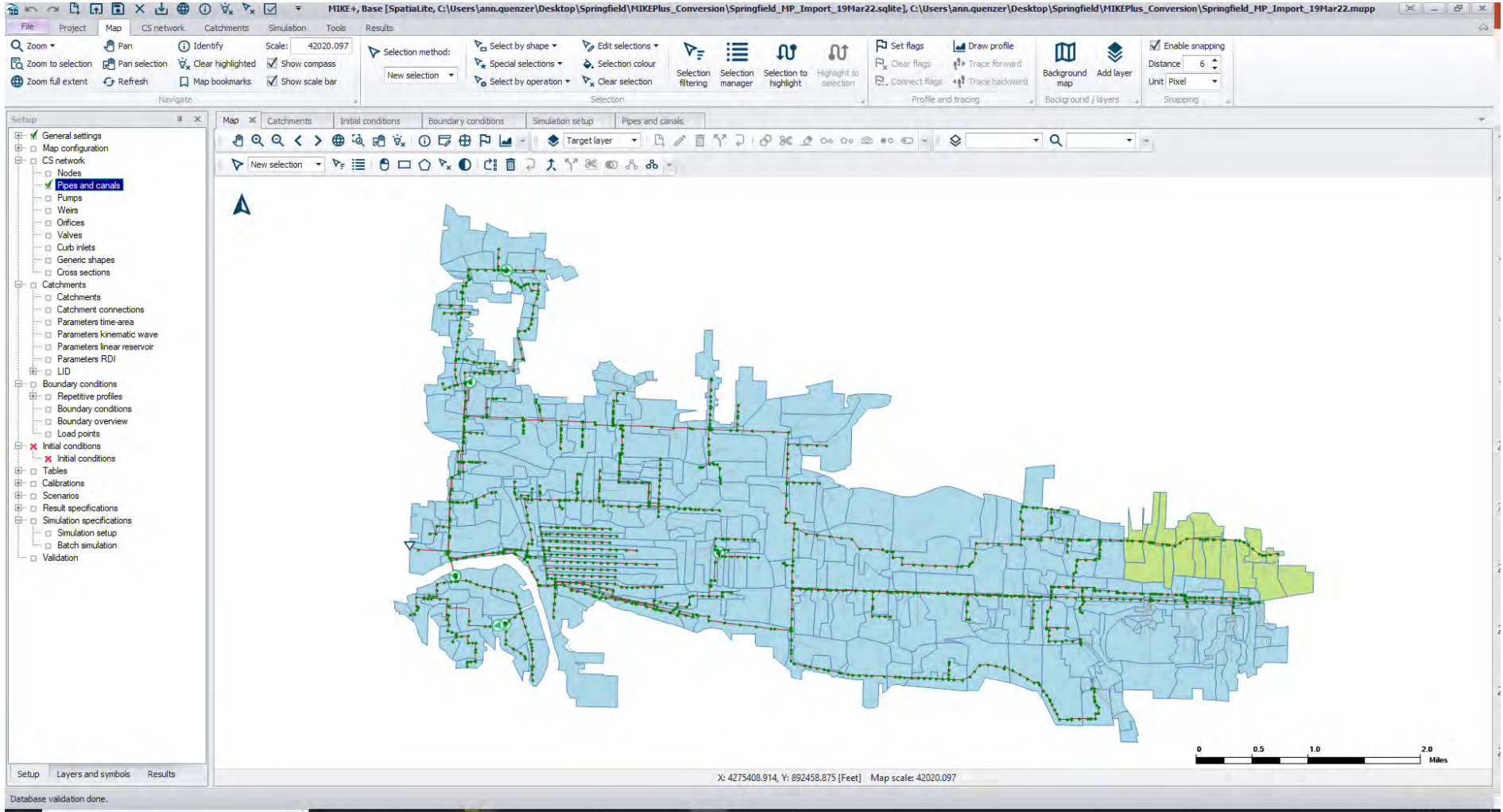
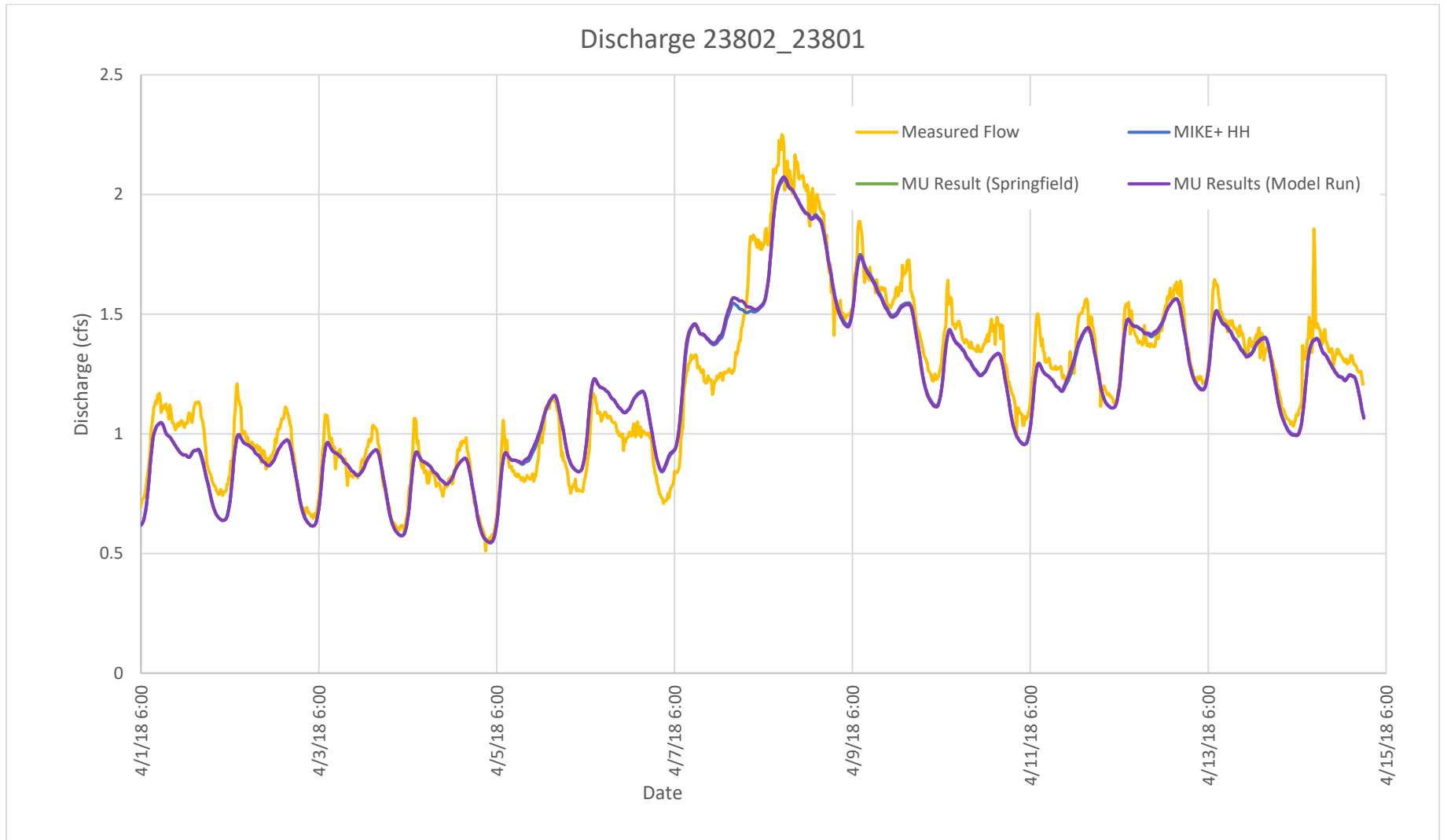


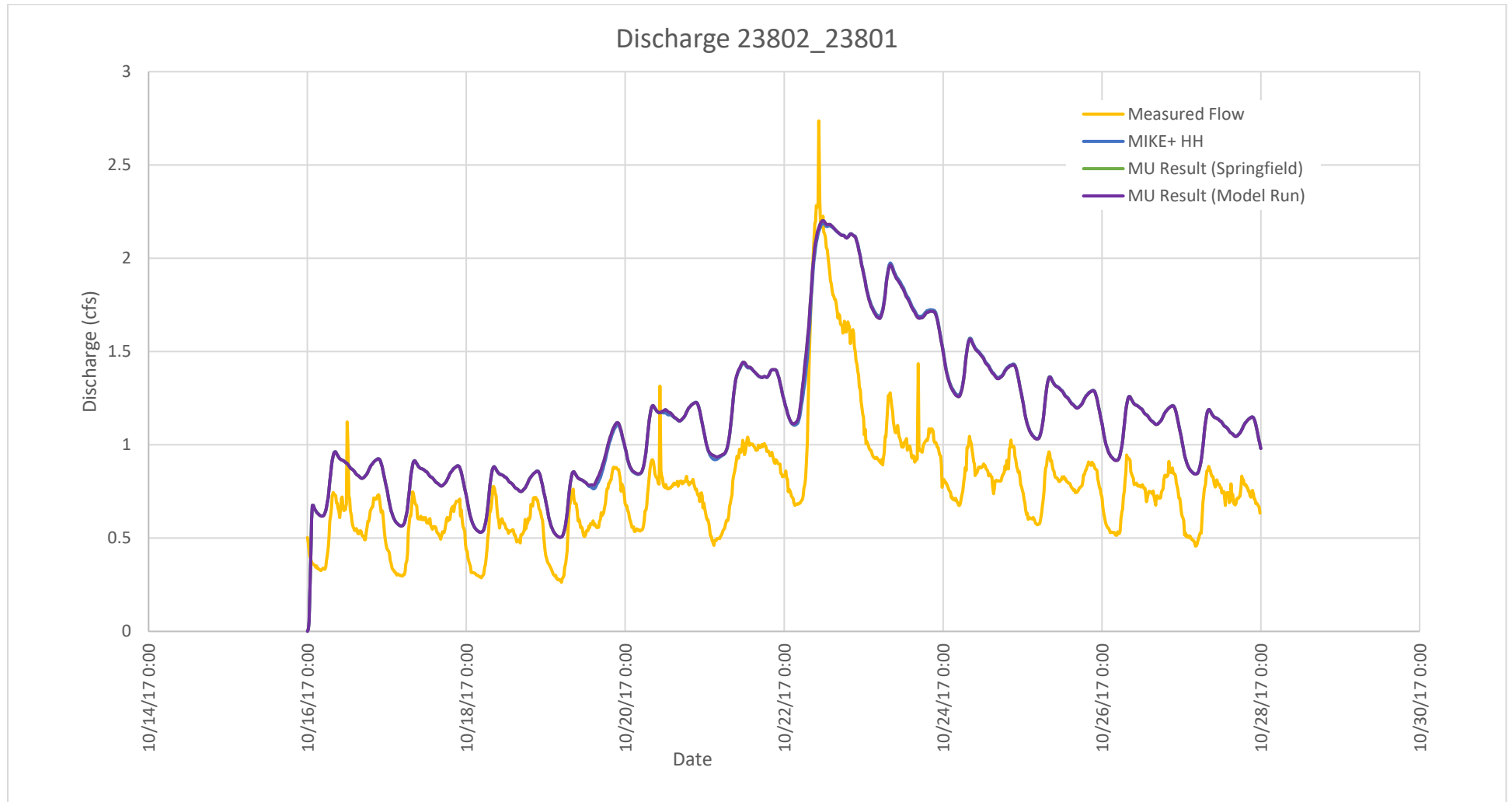
Figure 11: April Discharge for 23802\_23801



Notes:

- The peak flows from the model results are lower than the peak measured flows.
- Results from the three models are similar.

Figure 12: October Discharge for 23802\_23801



Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The rising and receding limbs are higher for the modeled flows than for the measured flows, resulting in an increased volume.
- Results from the three models are similar.

# Model Conversion – 21815\_21813

Figure 13: Drainage Basin for 21815\_21813

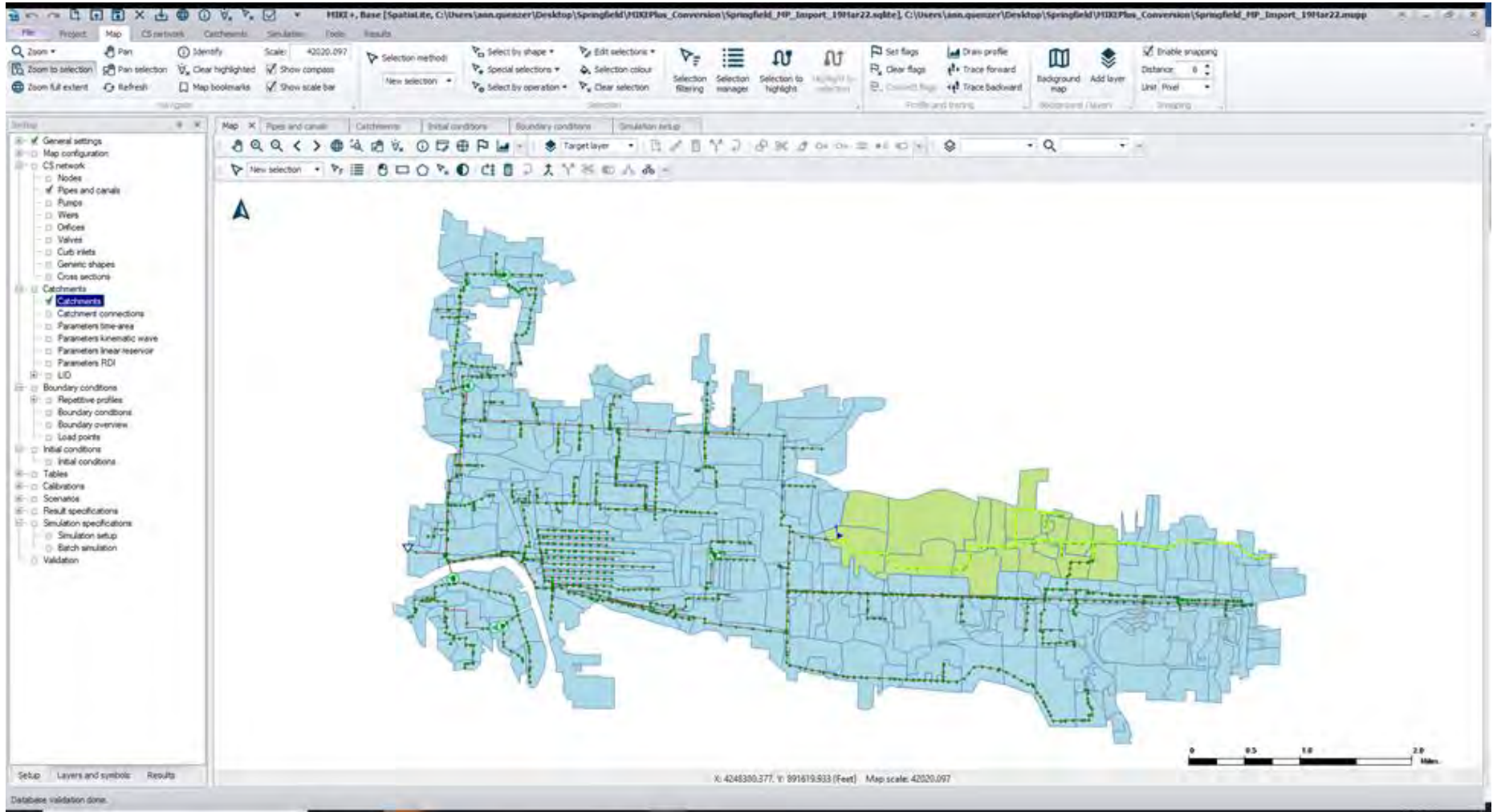
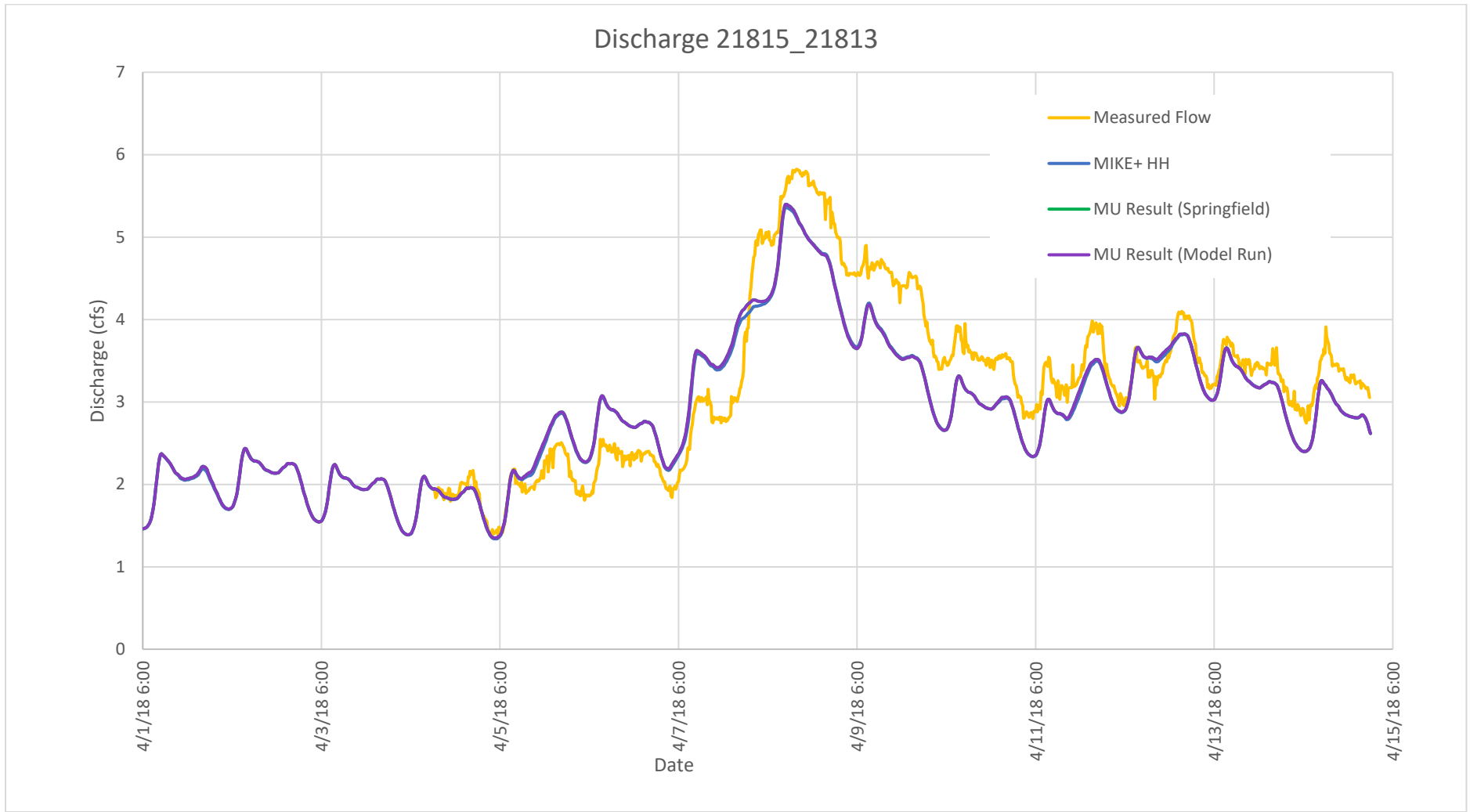


Figure 14: April Discharge for 21815\_21813

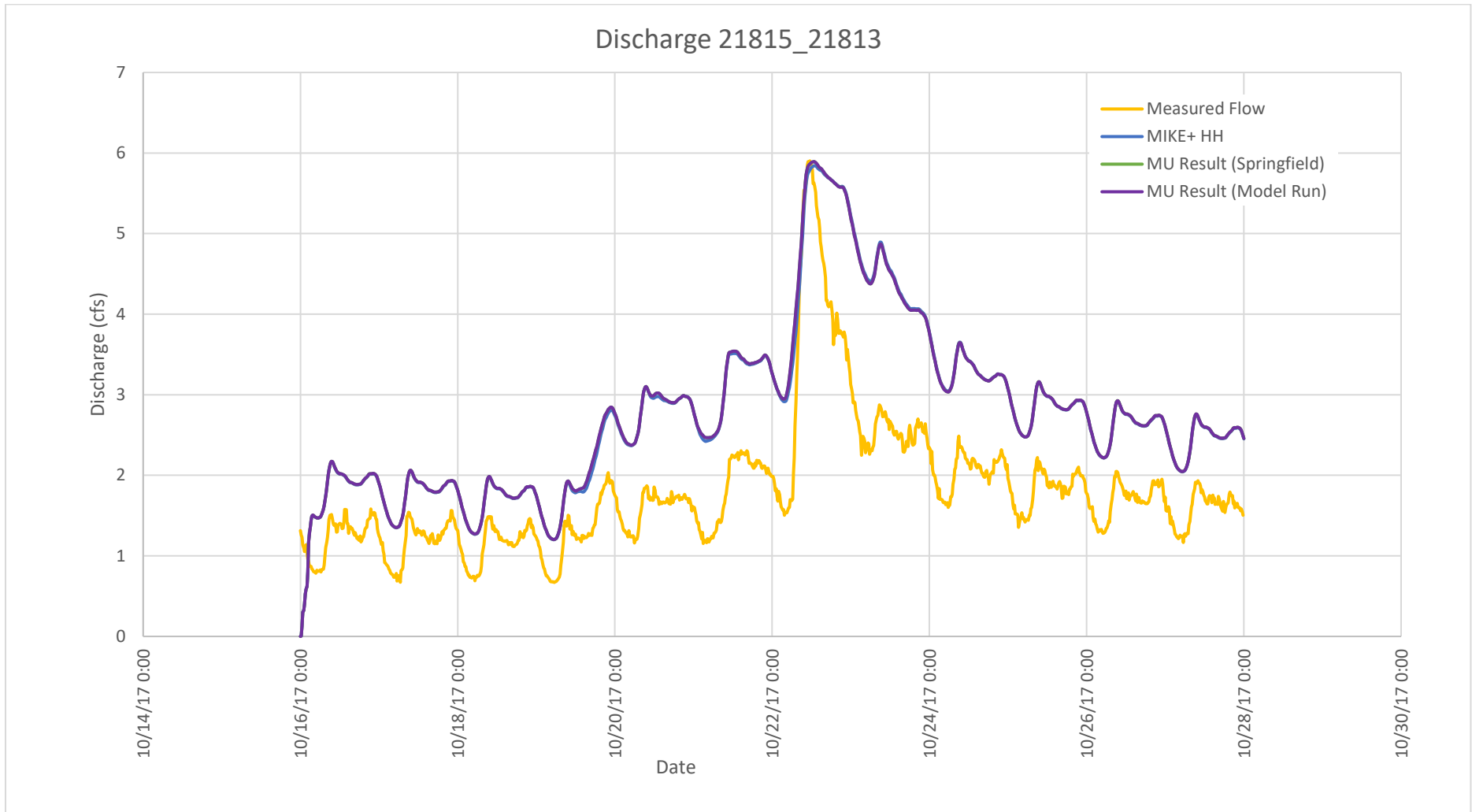


Notes:

- The peak flows from the model results are lower than the peak measured flows.
- The receding limb is lower for the modeled flows than for the measured flows, resulting in a decreased volume.
- Results from the three models are similar.



Figure 15: October Discharge for 21815\_21813



Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The rising and receding limb for the modeled flows are higher than for the measured flows, resulting in an increased volume.
- Results from the three models are similar.

# Model Conversion – 24230\_24232

Figure 16: Drainage Basin for 24230\_24232

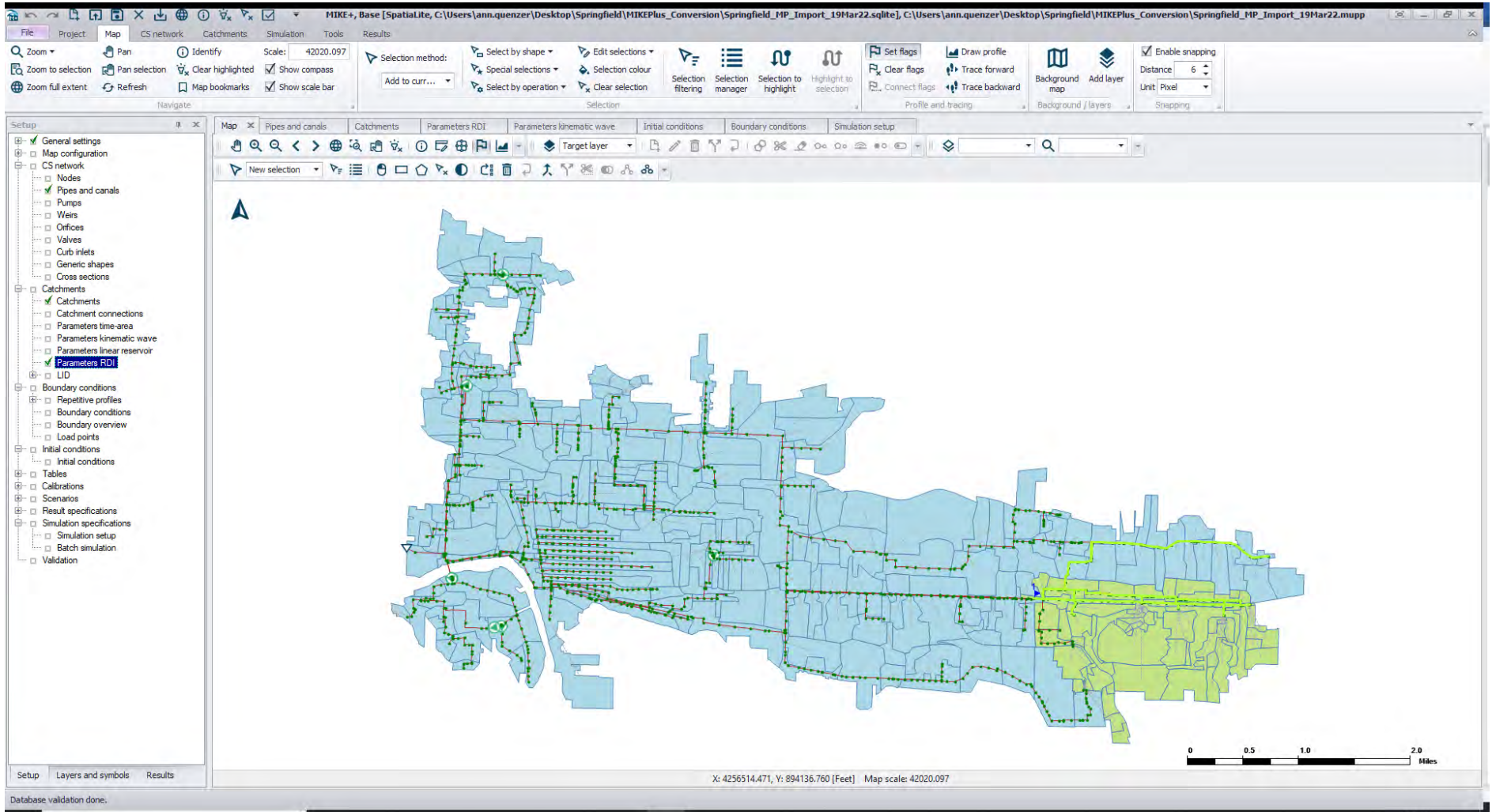
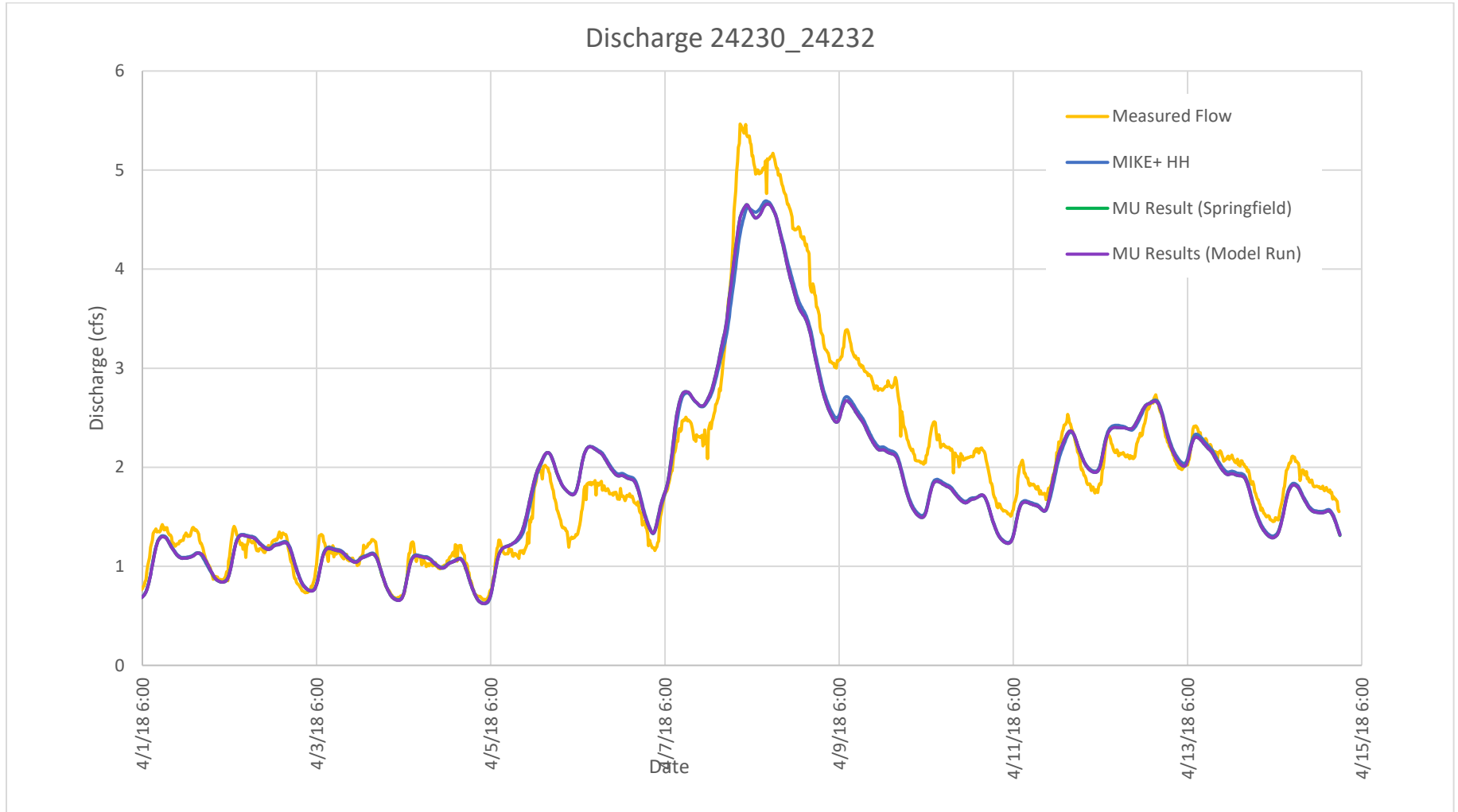


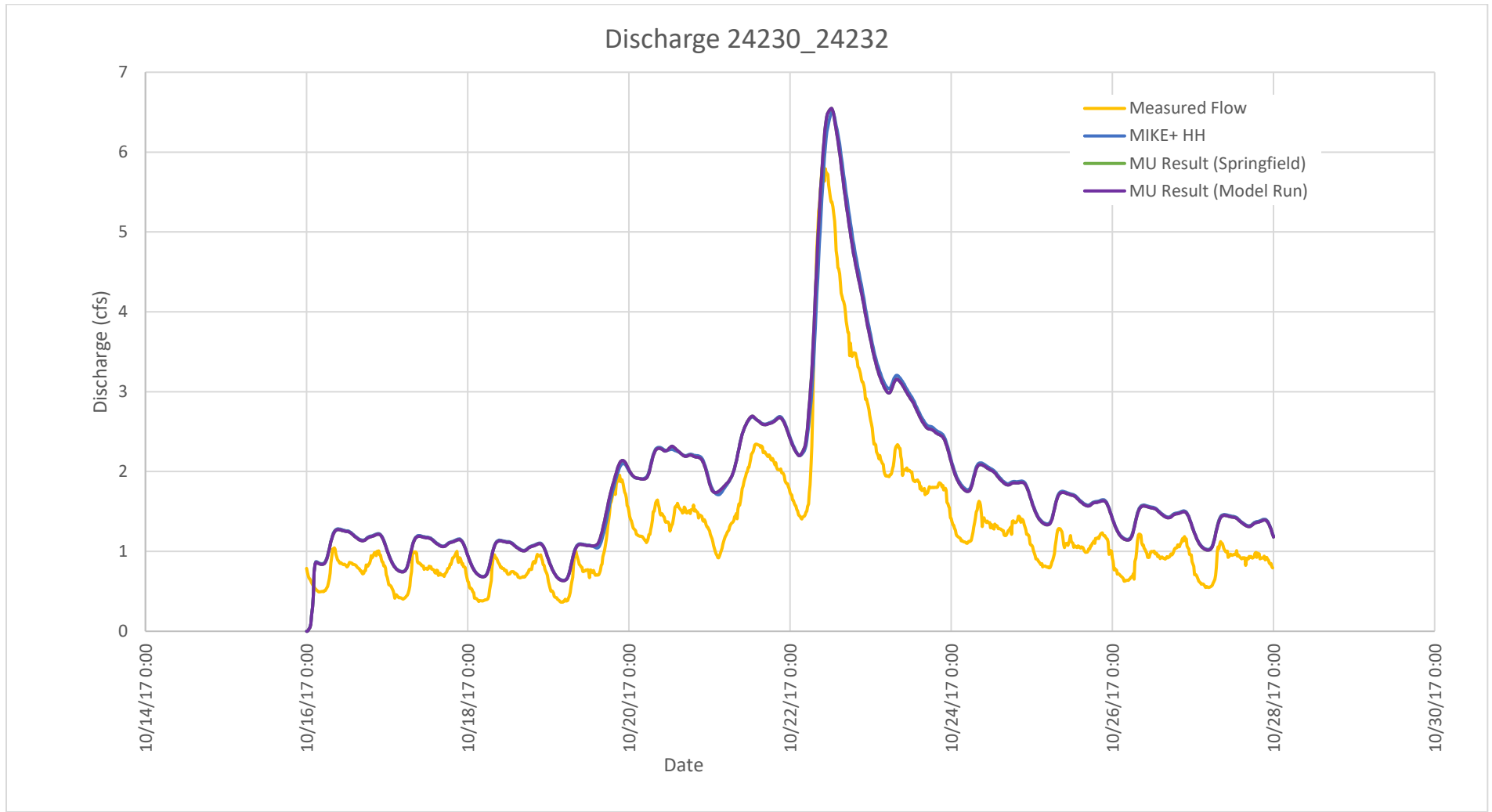
Figure 17: April Discharge for 24230\_24232



Notes:

- The peak flows from the model results are lower than the peak measured flows.
- The receding limb for the modeled flows is lower than for the measured flows, resulting in a decreased volume.
- Results from the three models are similar.

Figure 18: October Discharge for 24230\_24232



Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The rising and receding limb for the modeled flows are higher than for the measured flows, resulting in an increased volume.
- Results from the three models are similar.

# Model Conversion – 24507\_24497

Figure 19: Drainage Basin for 24507\_24497

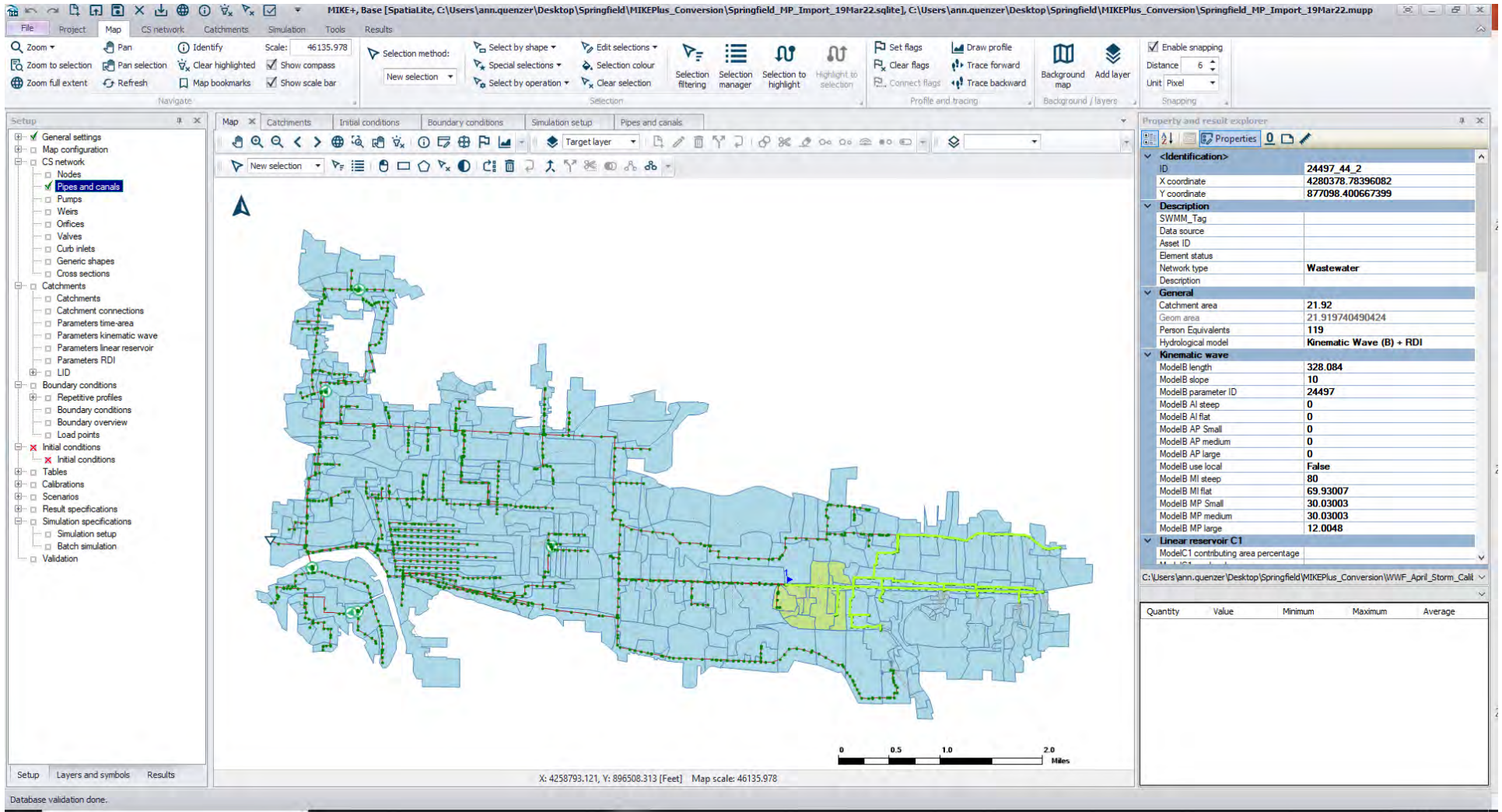
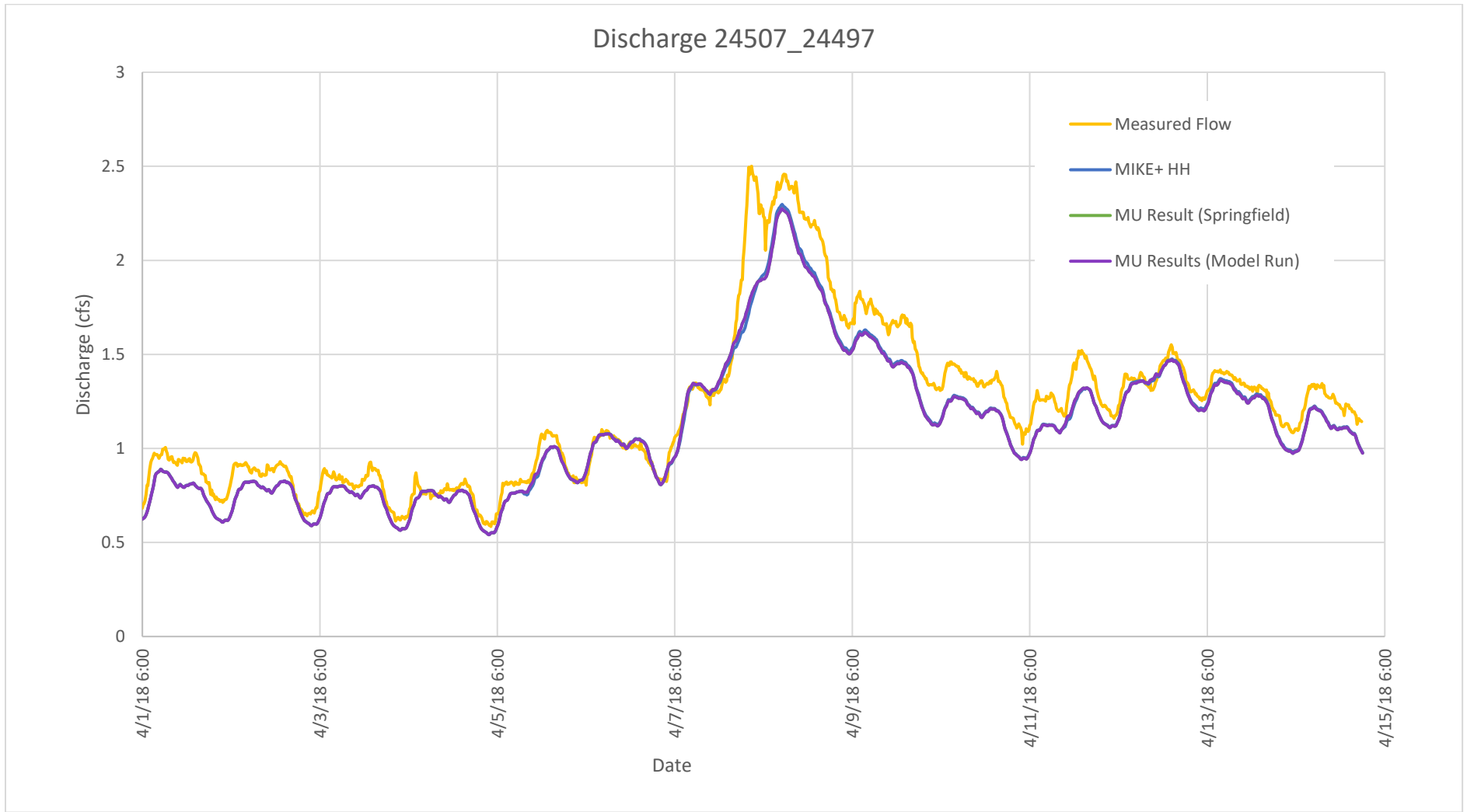




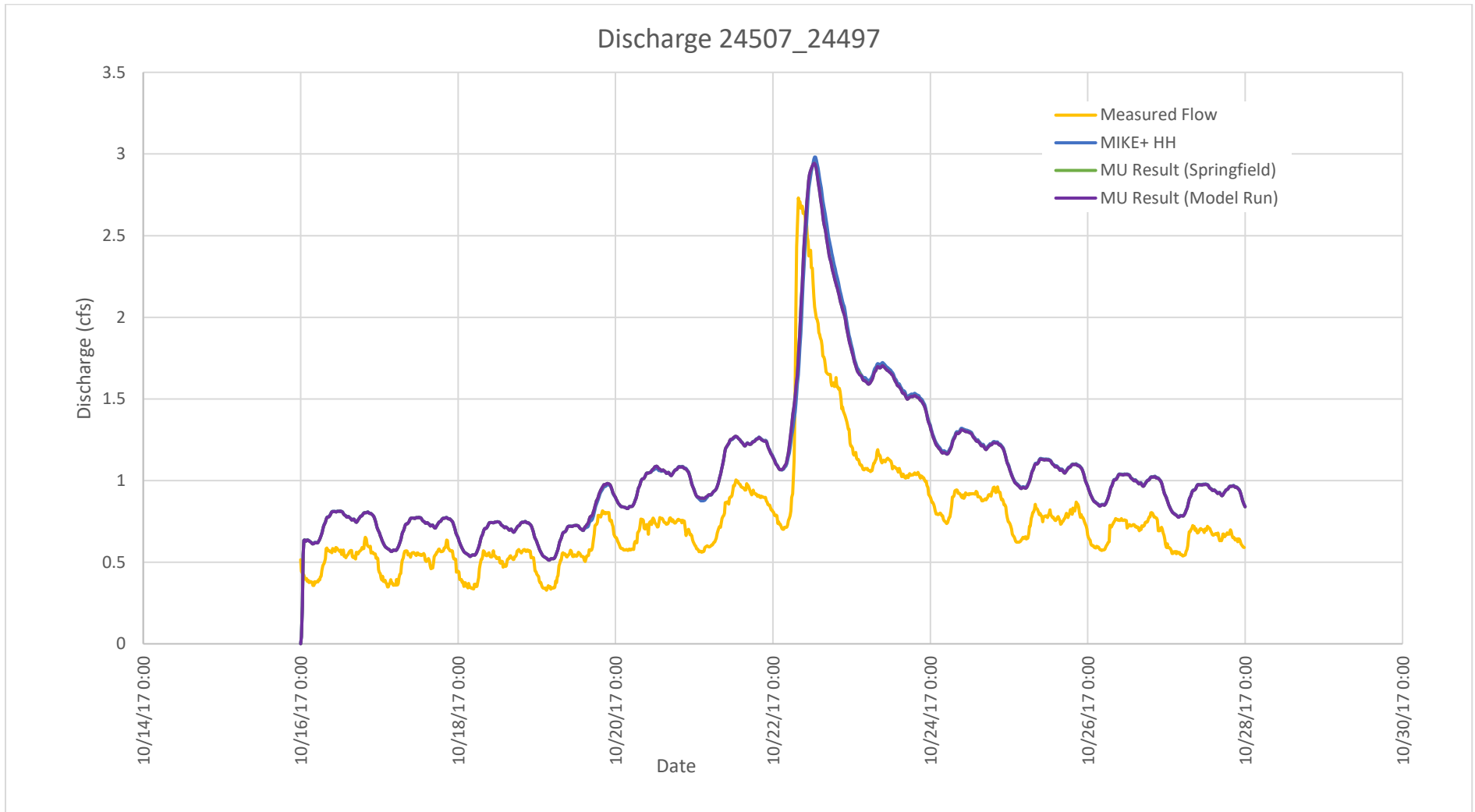
Figure 20: April Discharge for 24507\_24497



Notes:

- The peak flows from the model results are lower than the peak measured flows.
- The receding limb for the modeled flows is lower than for the measured flows, resulting in a decreased volume.
- Results from the three models are similar.

Figure 21: October Discharge for 24507\_24497



Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The rising and receding limb for the modeled flows are higher than for the measured flows, resulting in an increased volume.
- Results from the three models are similar.

# Model Conversion – 26111\_22283

Figure 22: Drainage Basin for 26111\_22283

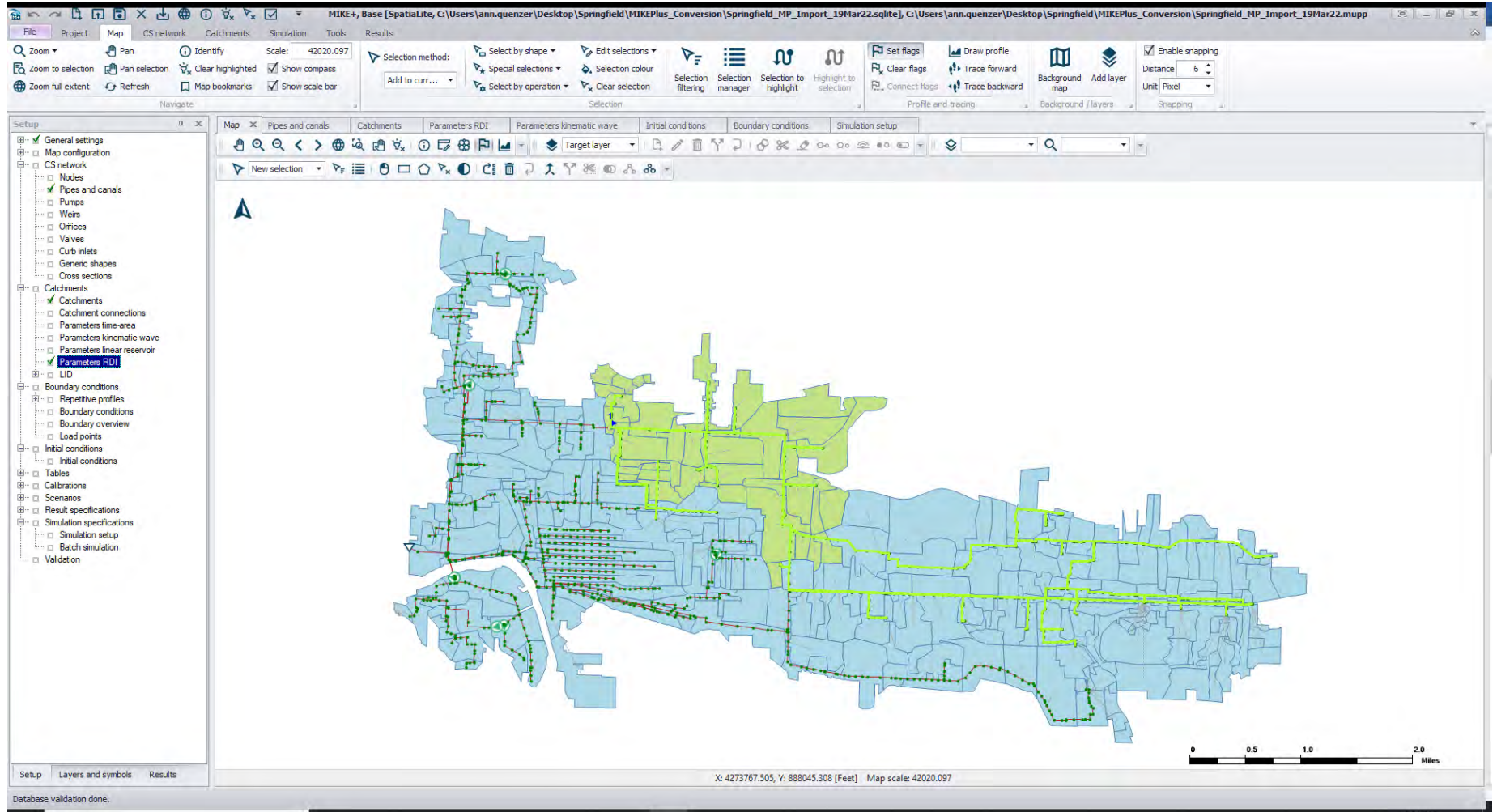
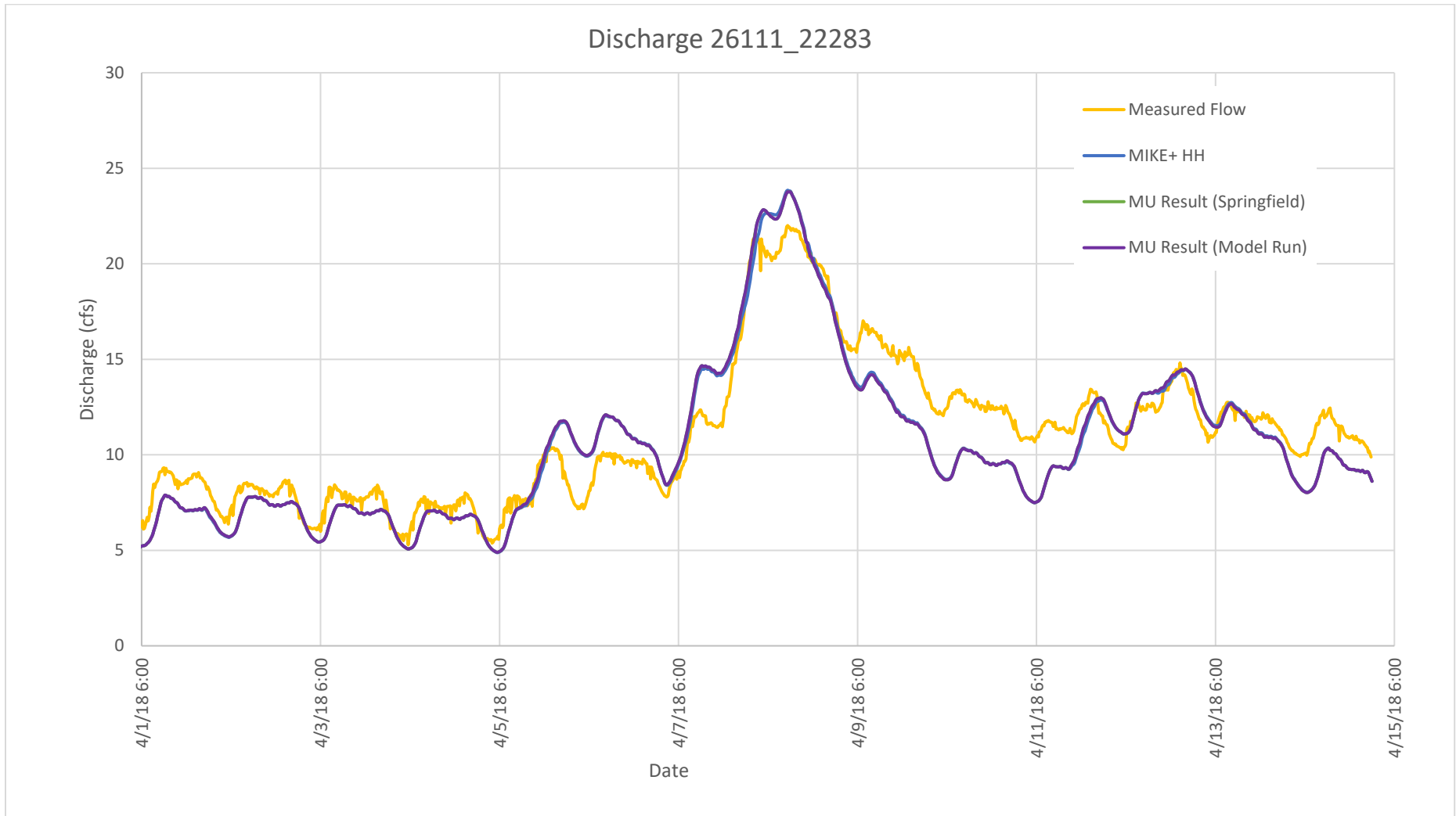


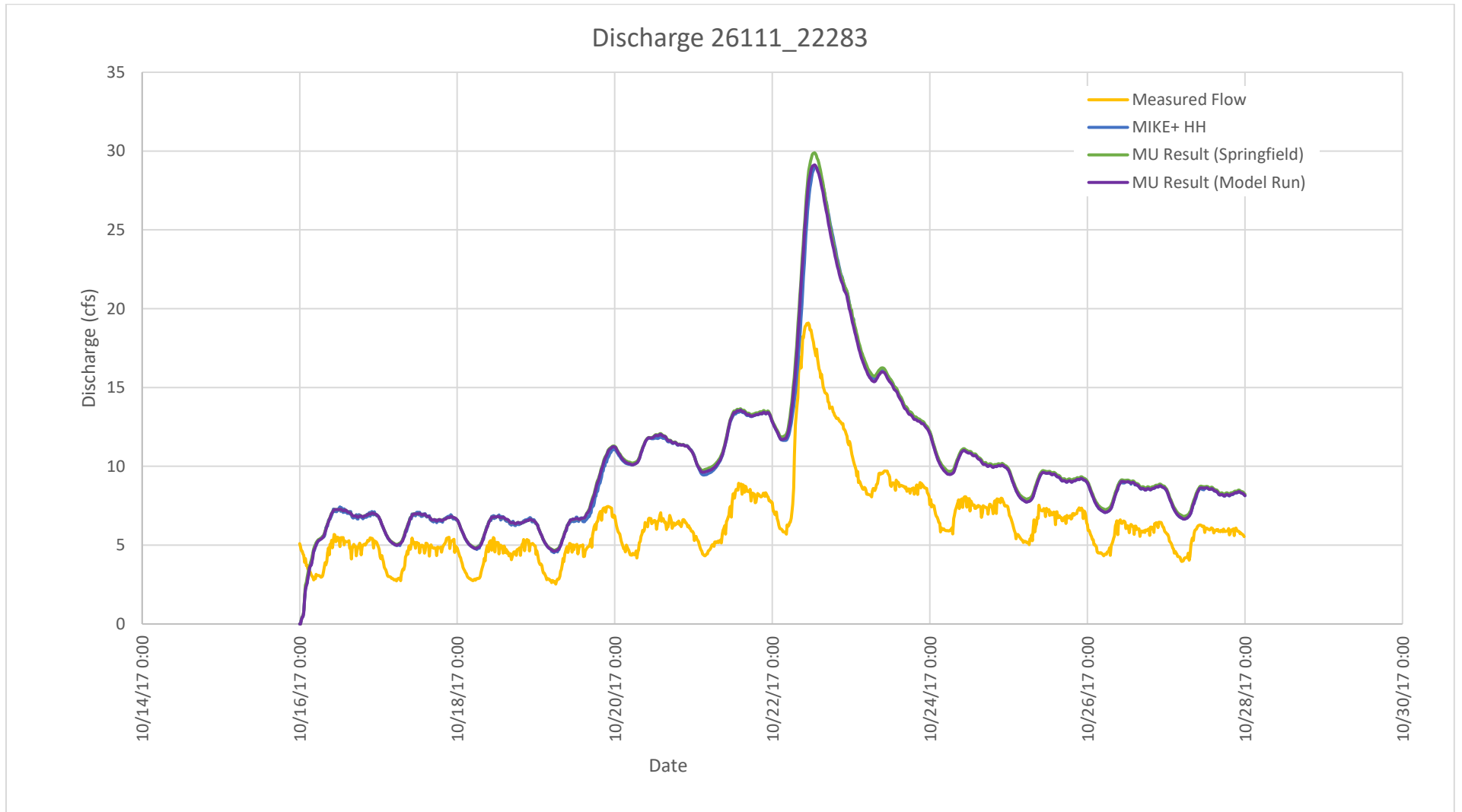
Figure 23: April Discharge for 26111\_22283



## Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The receding limb for the modeled flows is lower than for the measured flows, resulting in a decreased volume.
- Results from the three models are similar.

Figure 24: October Discharge for 26111\_22283



Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The rising and receding limb for the modeled flows are higher than for the measured flows, resulting in an increased volume.
- Results from the three models are similar.



# Model Conversion – 22851\_22853

Figure 25: Drainage Basin for 22851\_22853

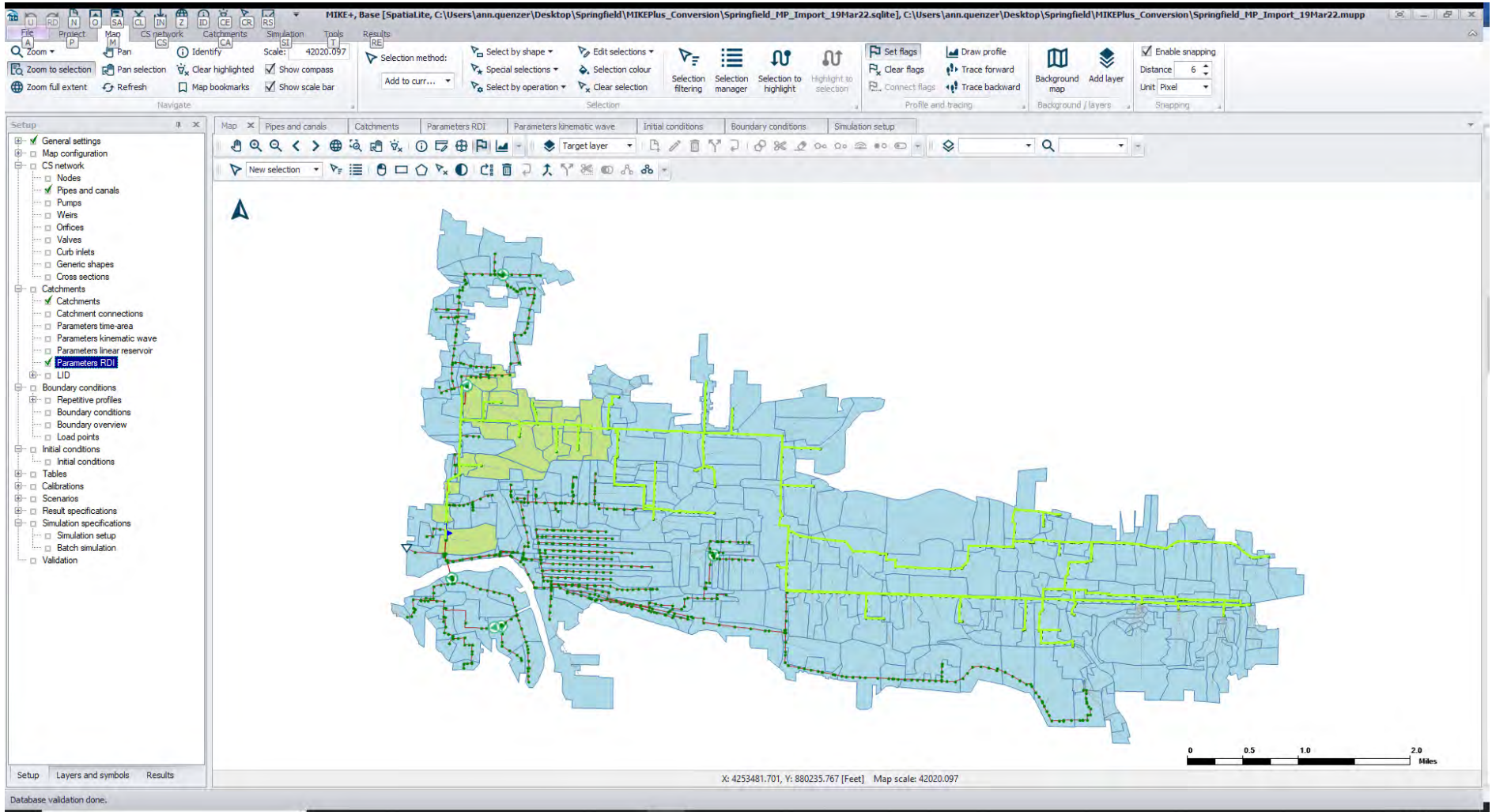
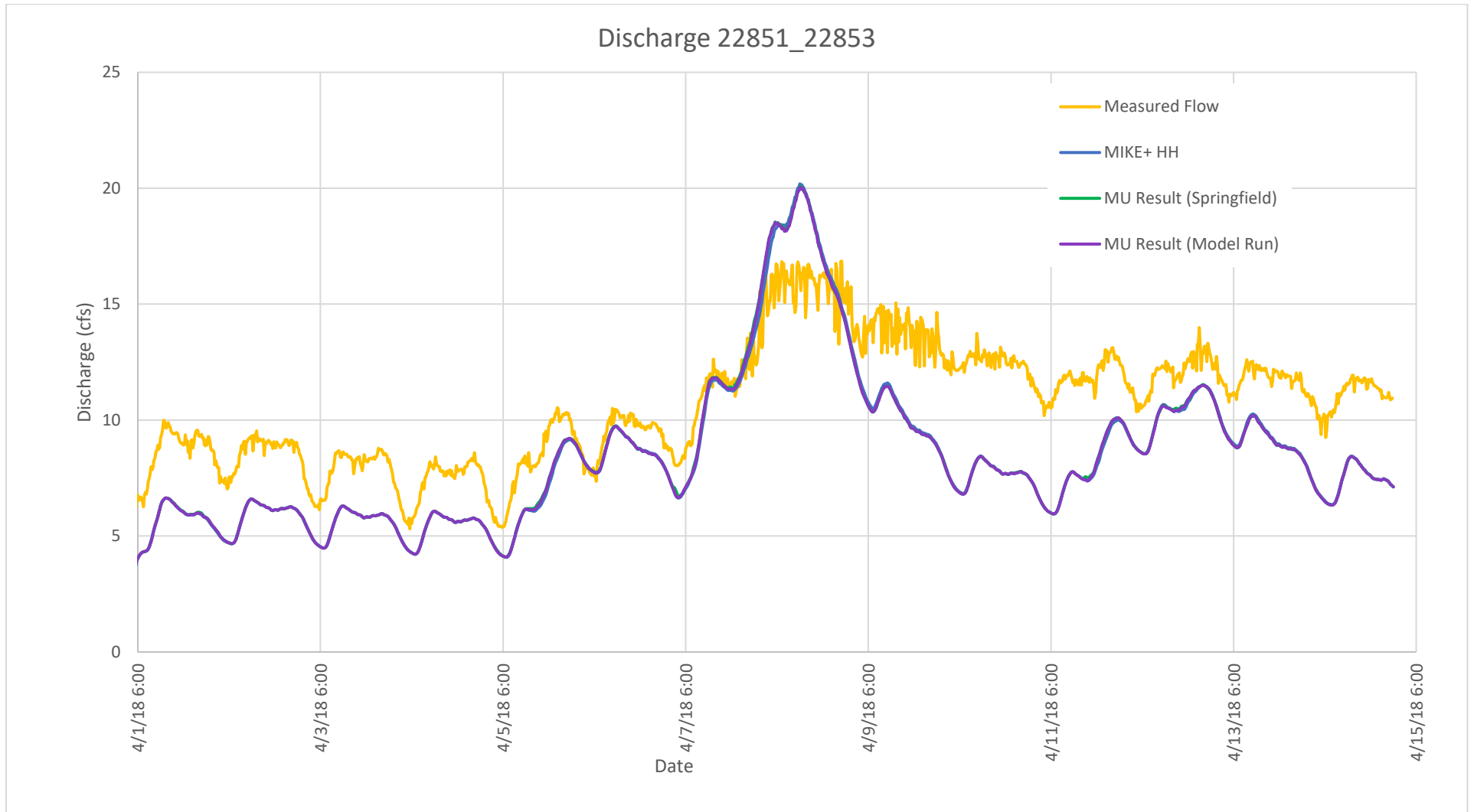


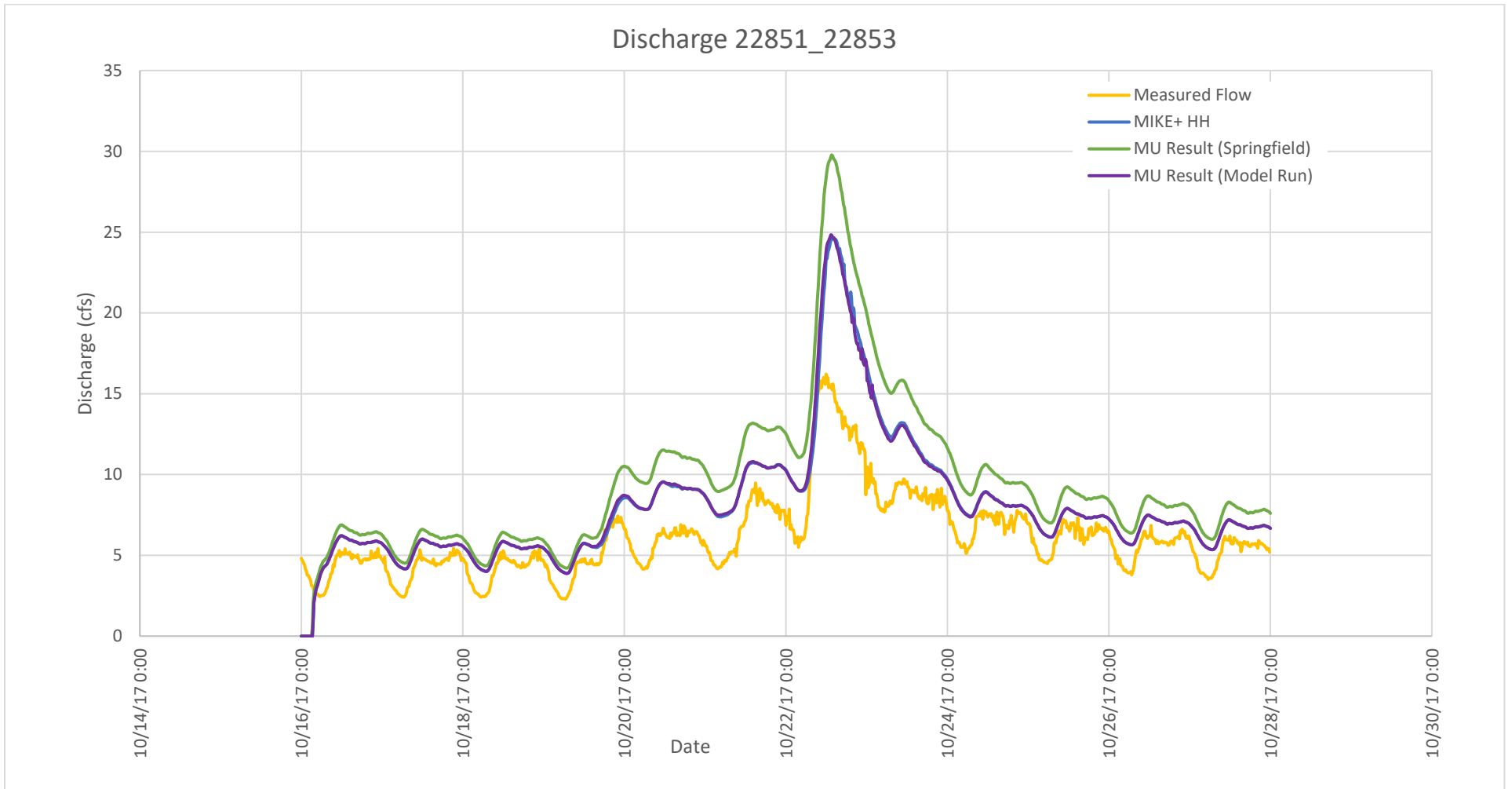
Figure 26: April Discharge for 22851\_22853



Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The receding limb for the modeled flows is lower than for the measured flows, resulting in a decreased volume.
- Results from the three models are similar.

Figure 27: October Discharge for 22851\_22853



Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The rising and receding limb for the modeled flows are higher than for the measured flows, resulting in an increased volume.
- The results provided by Springfield are higher than the other modeled results.
- Results from the other two models are similar.

# Model Conversion – 22837\_22781

Figure 28: Drainage Basin for 22837\_22781

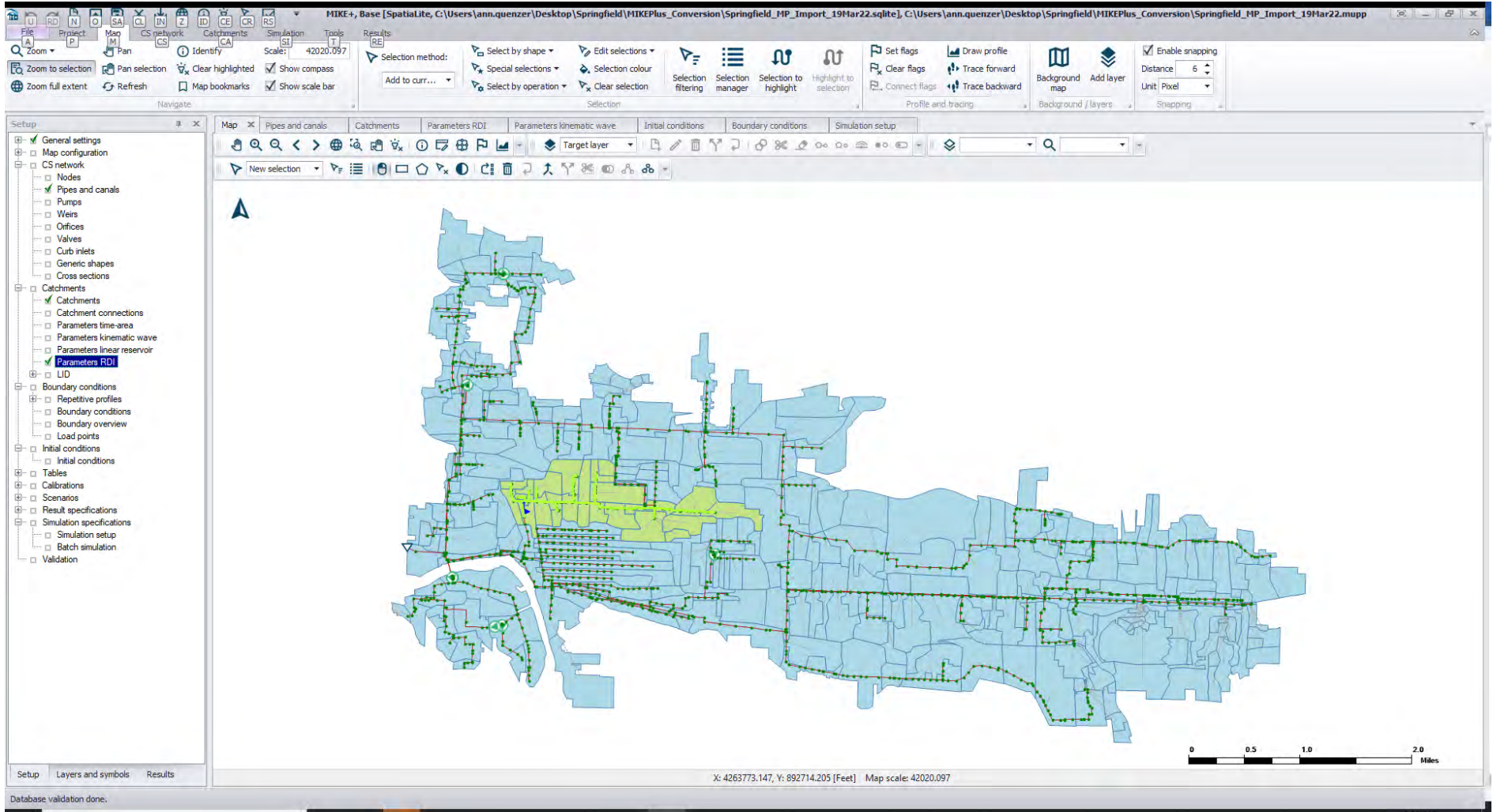
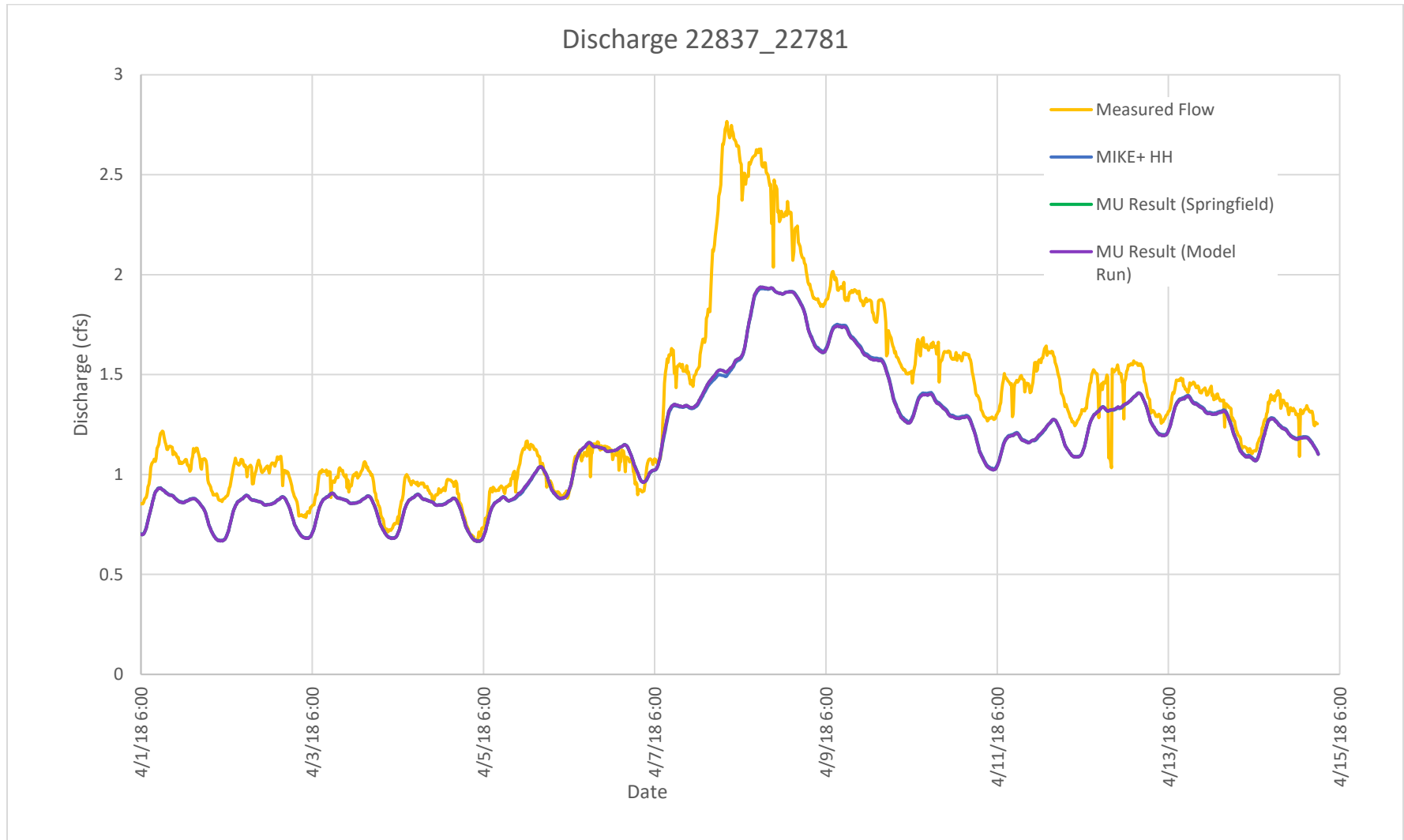


Figure 29: April Discharge for 22837\_22781

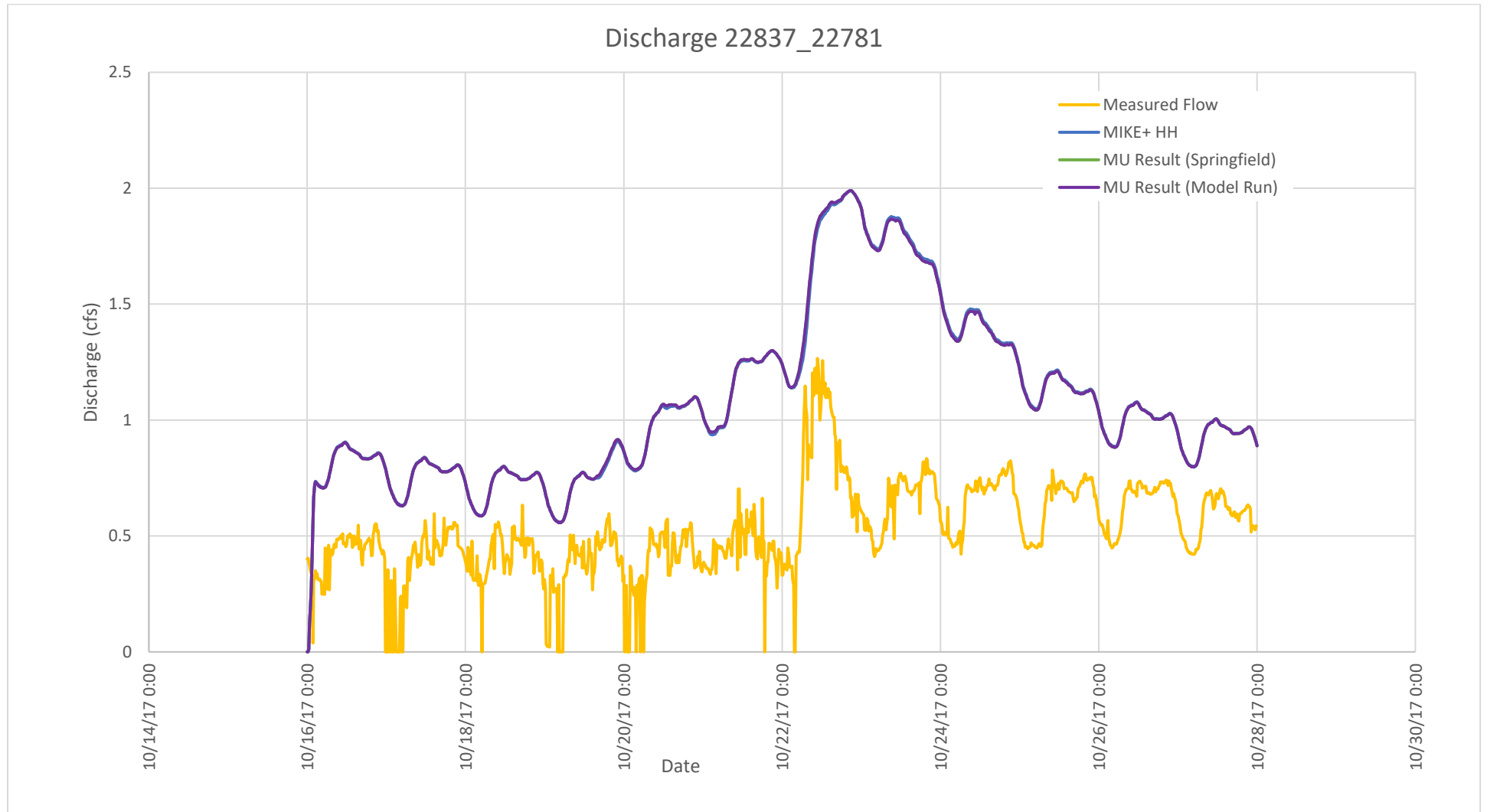


Notes:

- The peak flows from the model results are lower than the peak measured flows.
- The receding limb for the modeled flows is lower than for the measured flows, resulting in a decreased volume.
- Results from the three models are similar.



Figure 30: October Discharge for 22837\_22781



Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The rising and receding limb for the modeled flows are higher than for the measured flows, resulting in an increased volume.
- Results from the three models are similar.

# Model Conversion – 23341\_27384

Figure 31: Drainage Basin for 23341\_27384

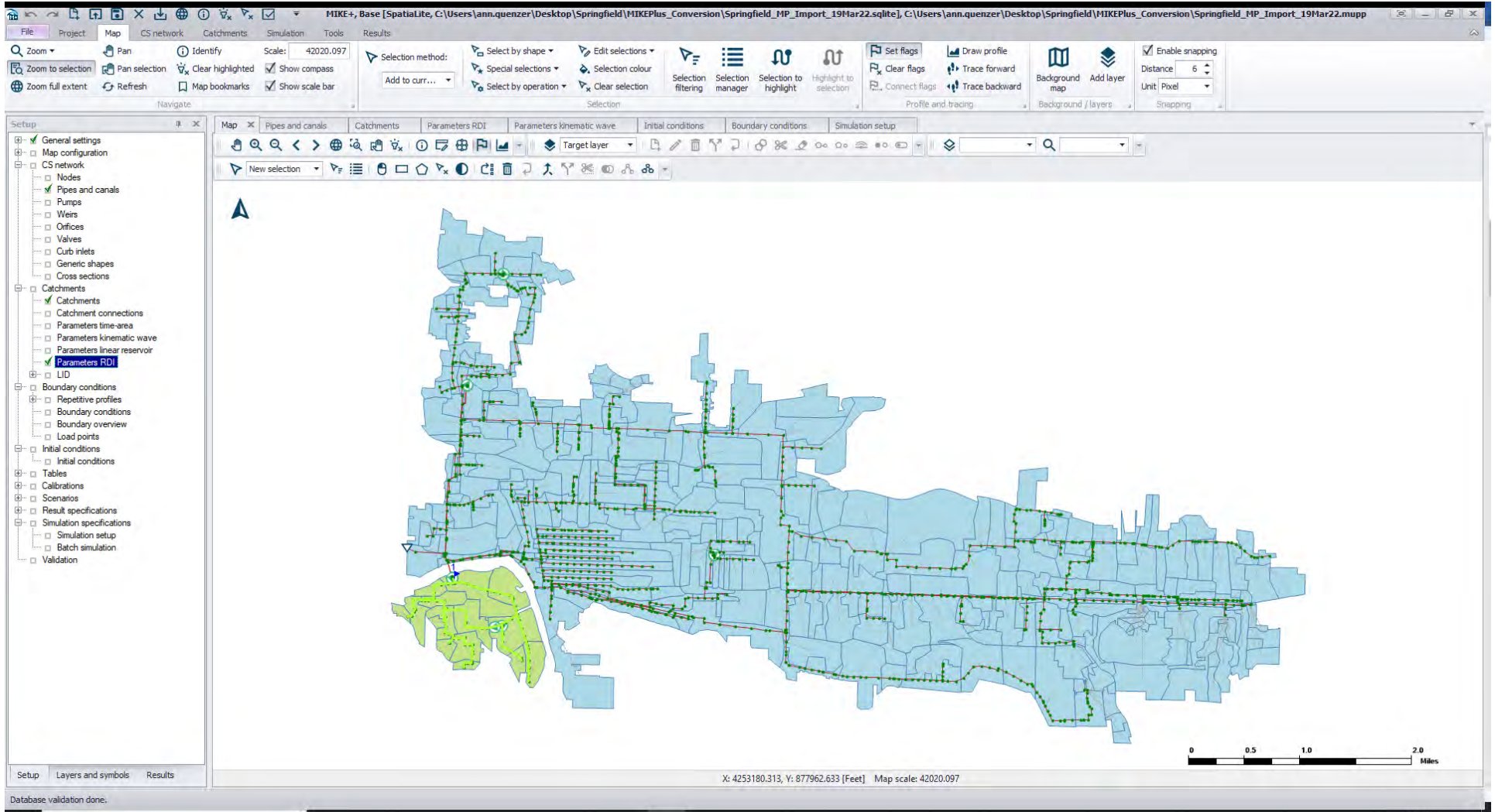
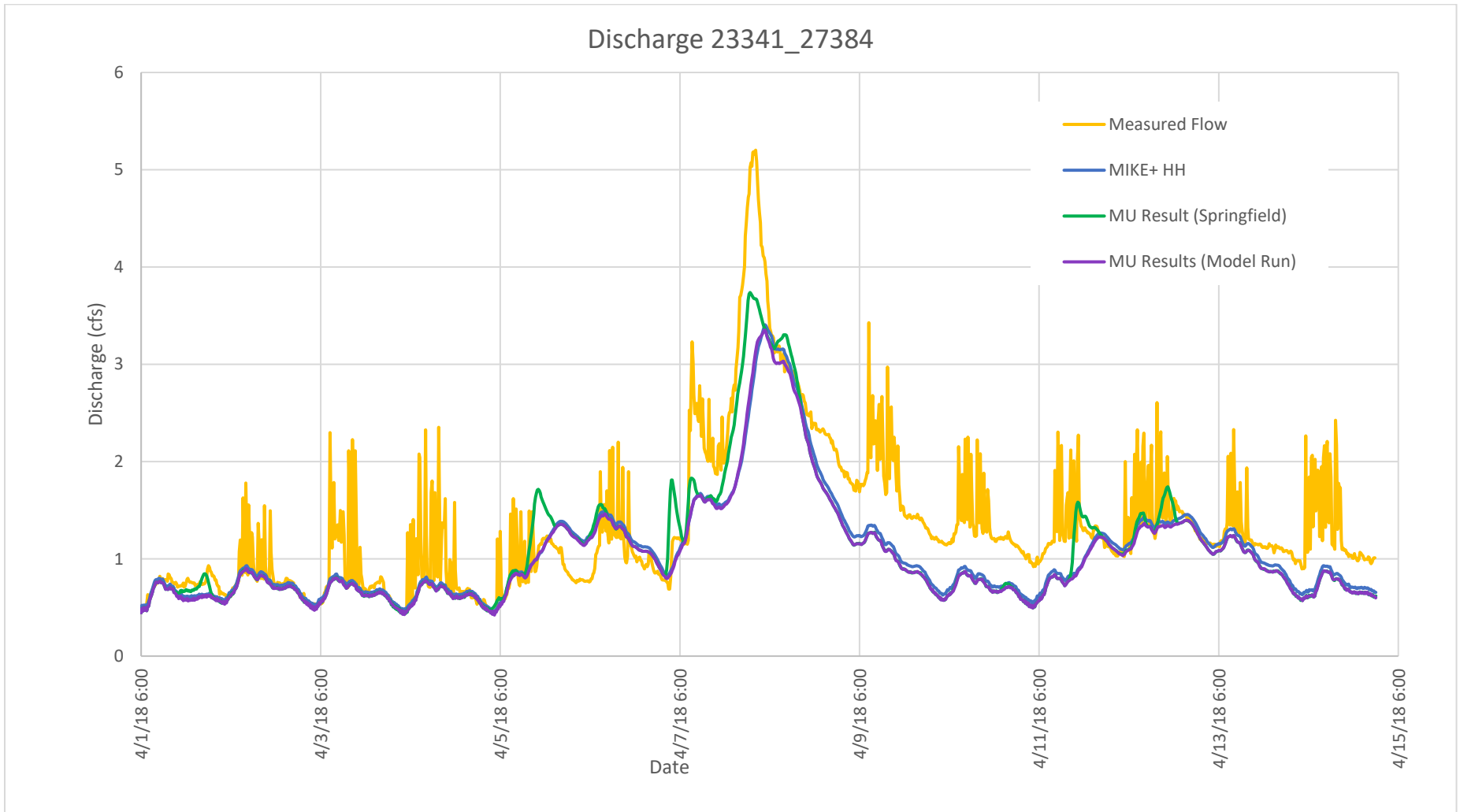


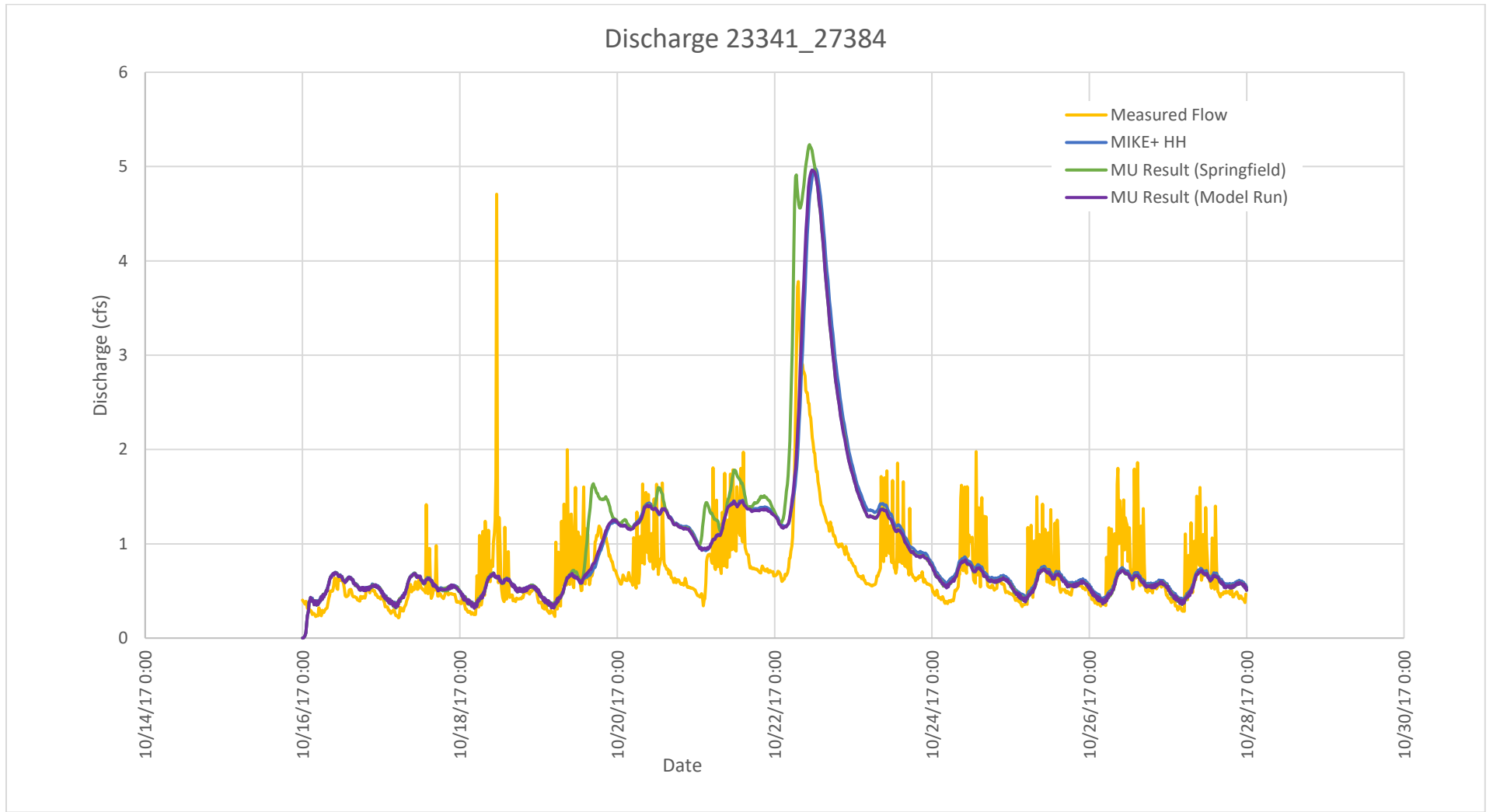
Figure 32: April Discharge for 23341\_27384



Notes:

- The peak flows from the model results are lower than the peak measured flows.
- The receding limb for the modeled flows is lower than for the measured flows, resulting in a decreased volume.
- The result file provided from Springfield is higher than the other modeled results.

Figure 33: October Discharge for 23341\_27384



Notes:

- The peak flows from the model results are higher than the peak measured flows.
- The rising and receding limb for the modeled flows are higher than for the measured flows, resulting in an increased volume.
- The result file provided from Springfield is higher than the other modeled results.

# Model Conversion – 24040\_24037

Figure 34: Drainage Basin for 24040\_24037

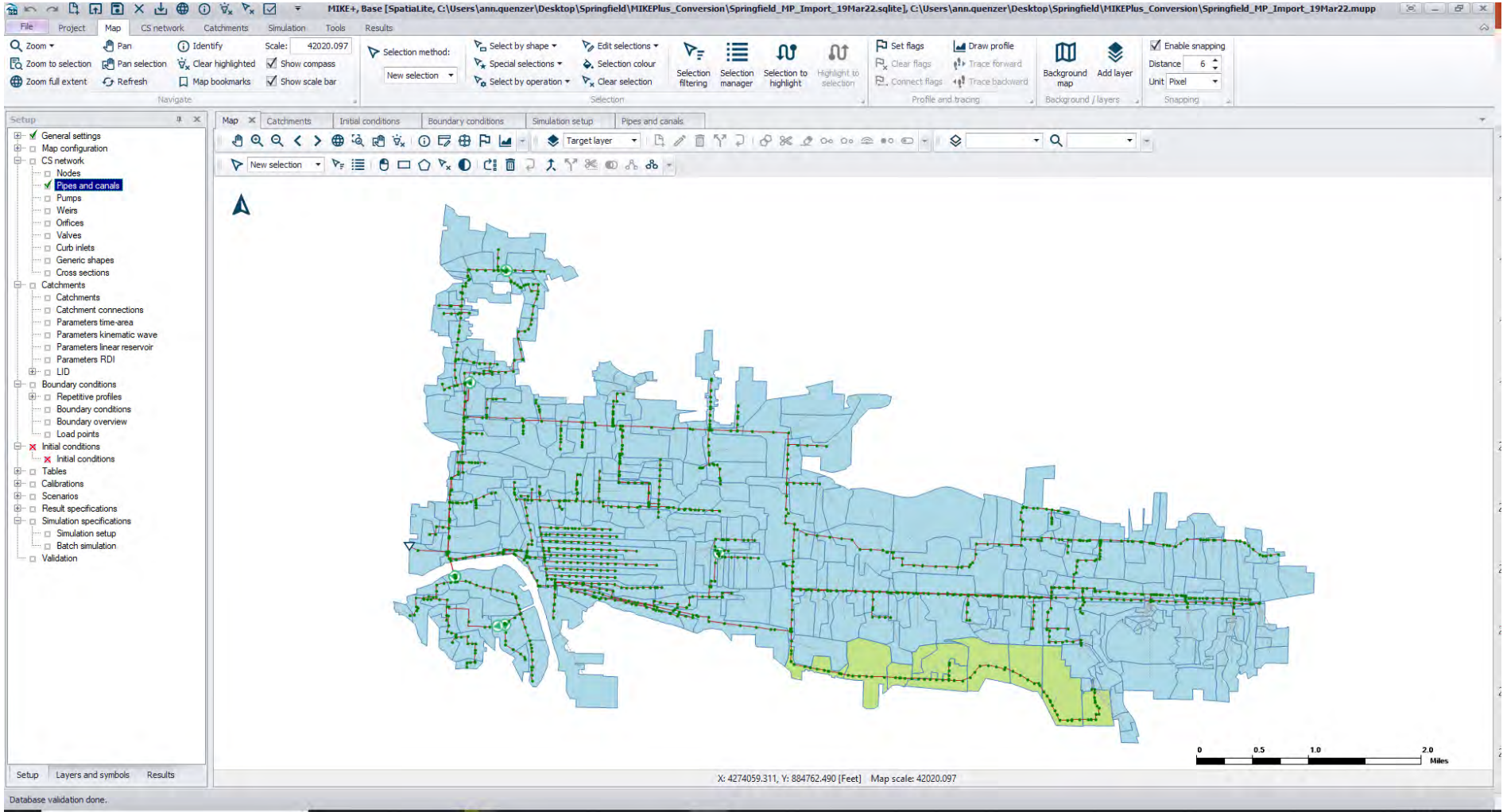
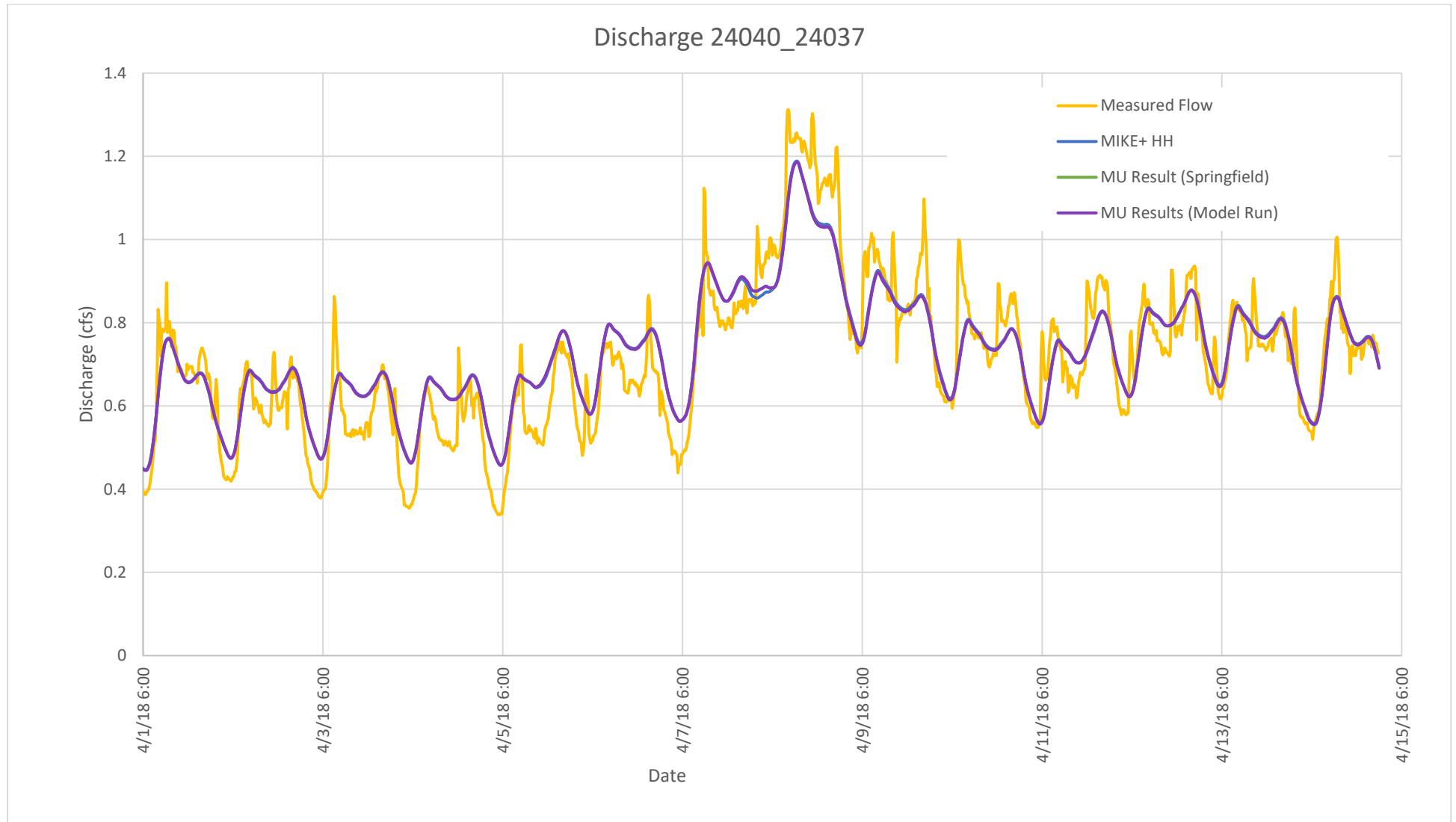




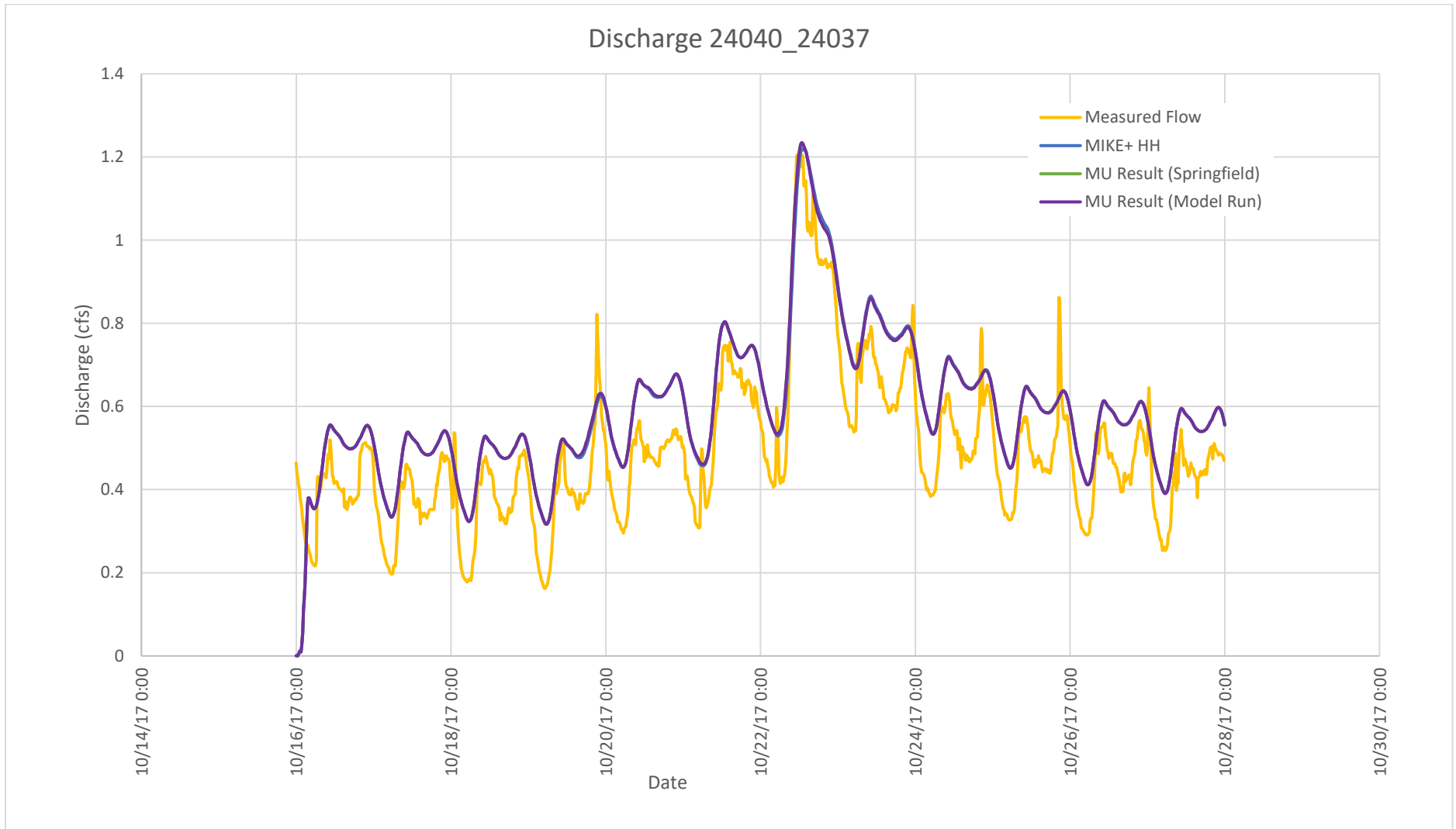
Figure 35: April Discharge for 24040\_24037



Notes:

- The peak flows from the model results are lower than the peak measured flows.
- Results from the three models are similar.

Figure 36: October Discharge for 24040\_24037



Notes:

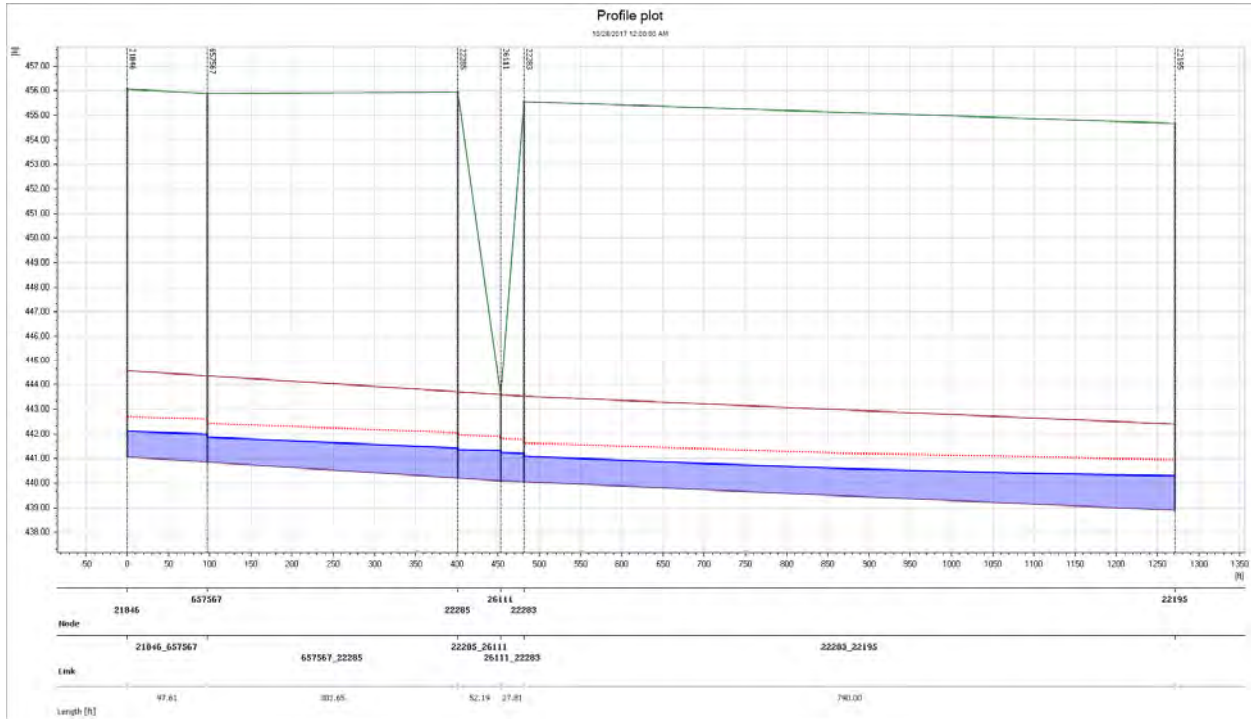
- The peak flows from the model results are higher than the peak measured flows.
- The rising and receding limb for the modeled flows are higher than for the measured flows, resulting in an increased volume.
- Results from the three models are similar.



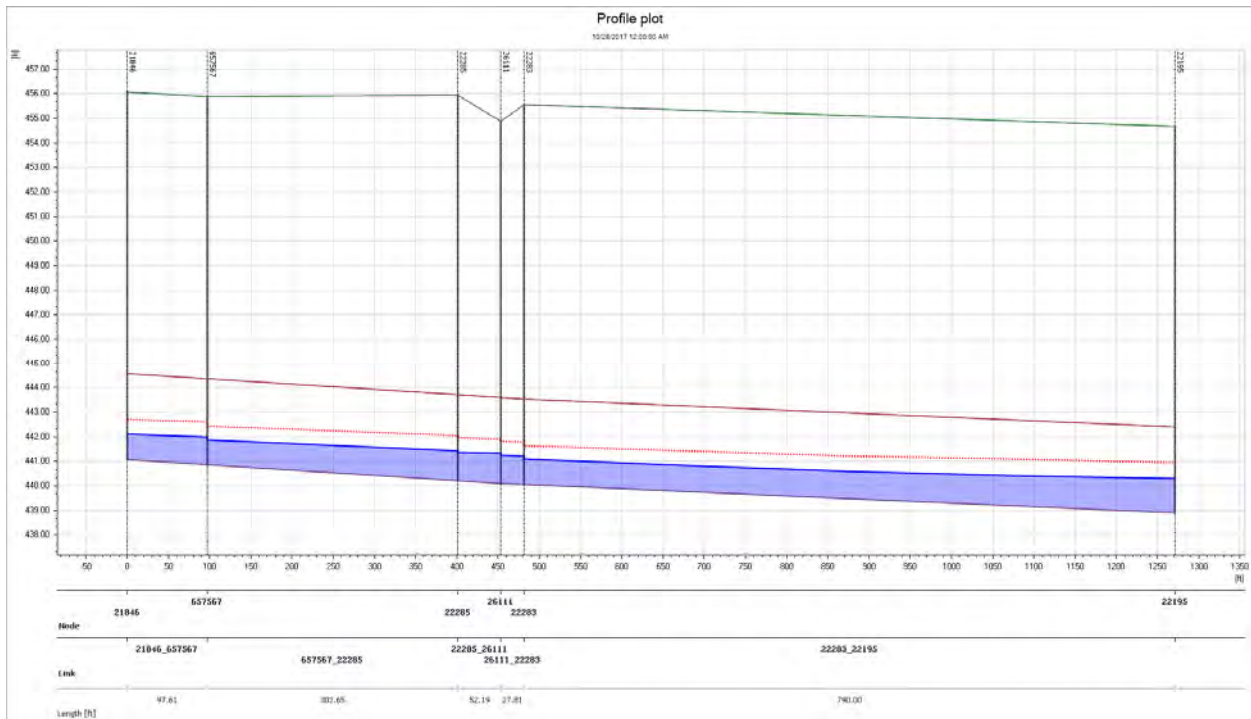
APPENDIX C  
MODEL UPDATES

# MH 26111

➤ Original Ground Elevation: 443.6 ft

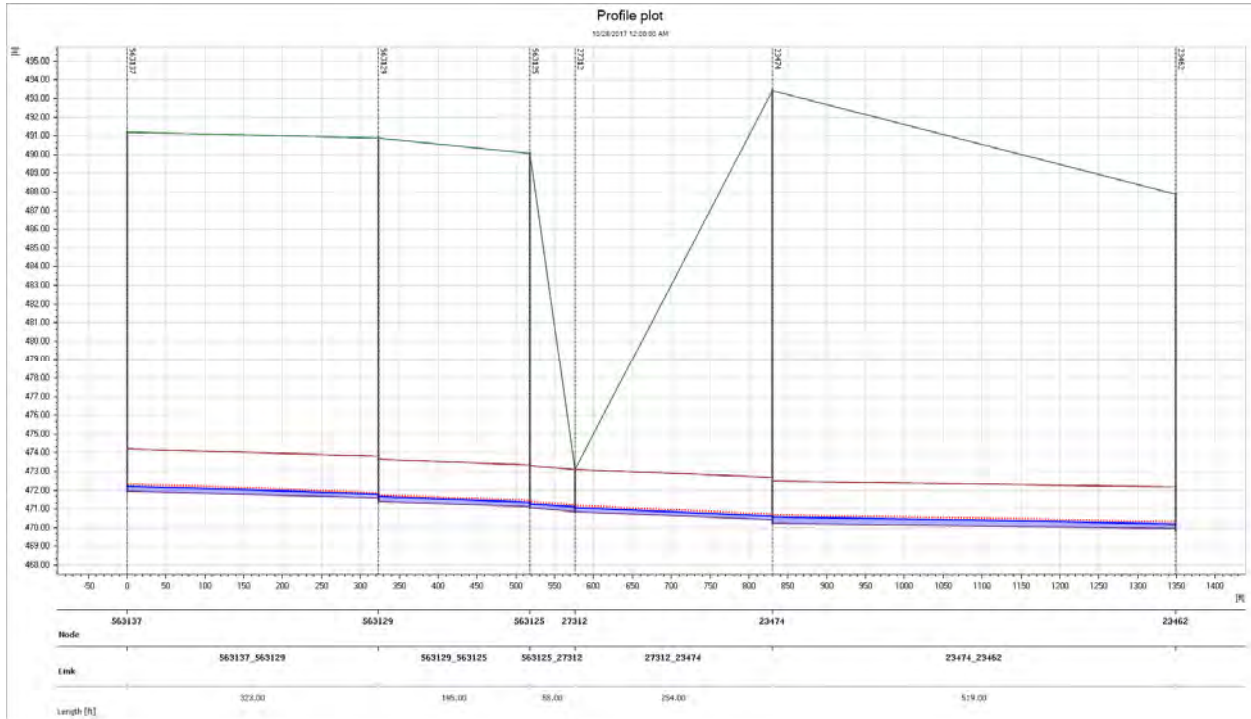


➤ Interpolated Ground Elevation: 454.8831 ft

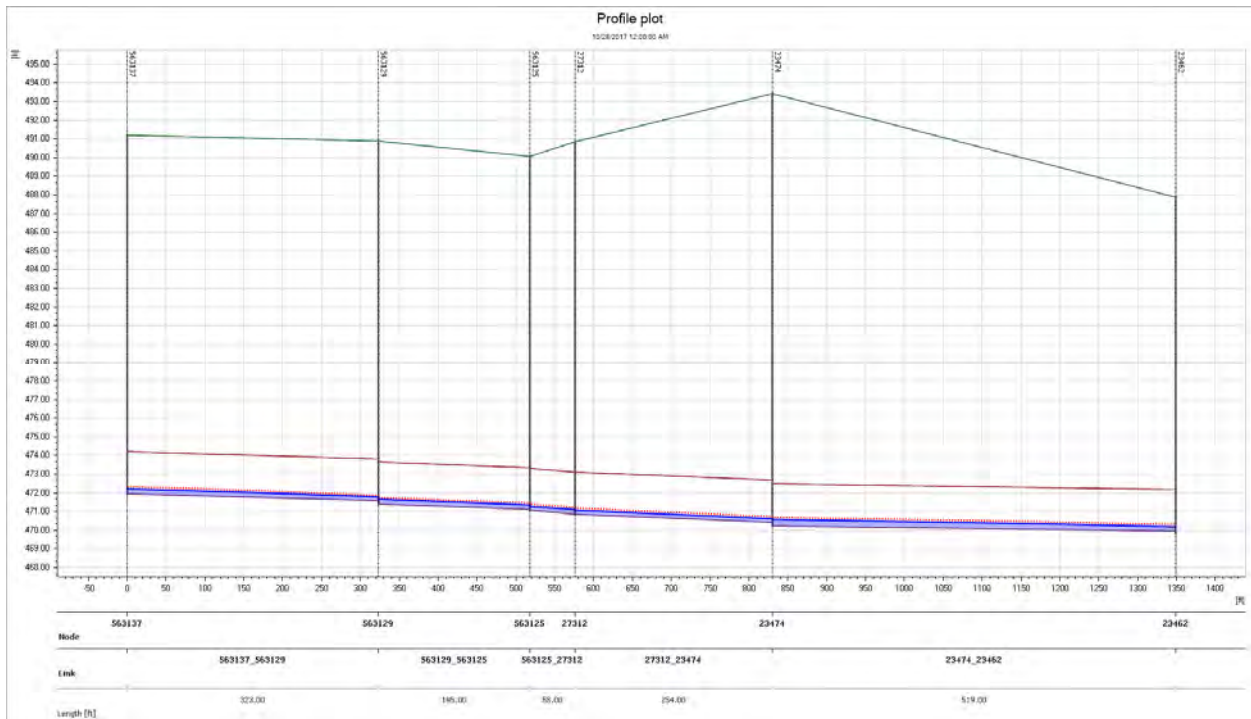


MH 27312

- Original Ground Elevation: 473.1 ft



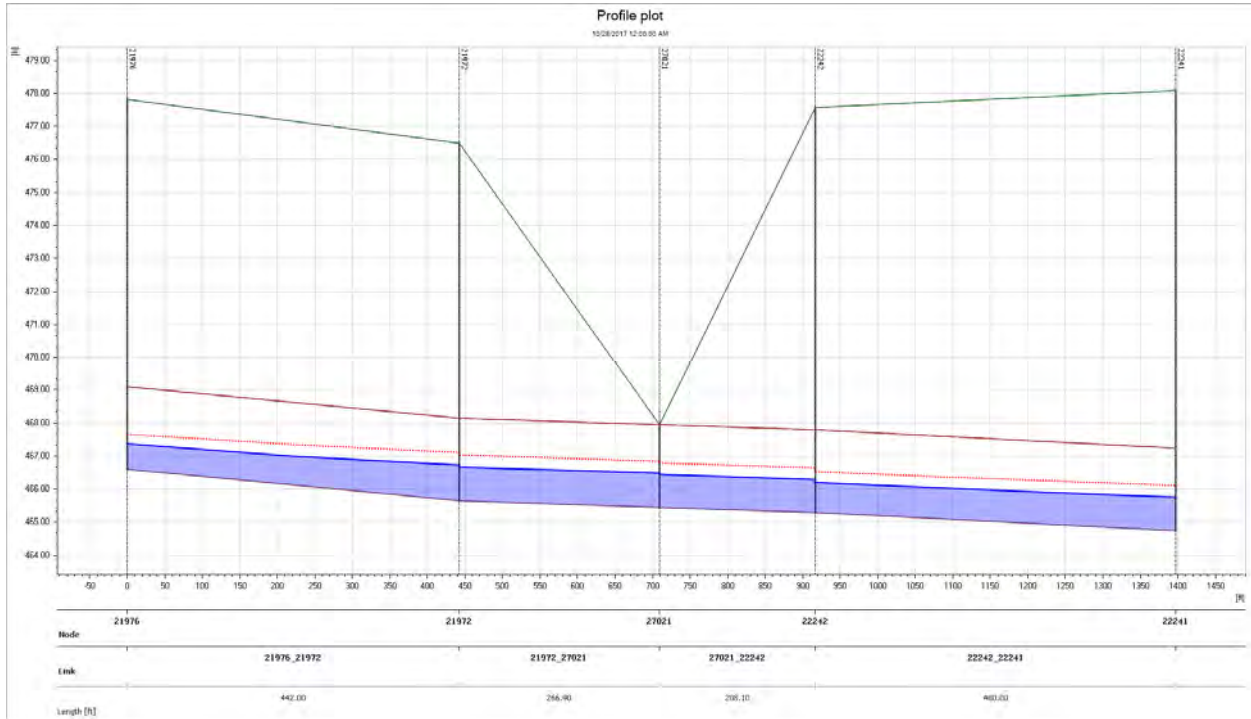
- Interpolated Ground Elevation: 490.87 ft



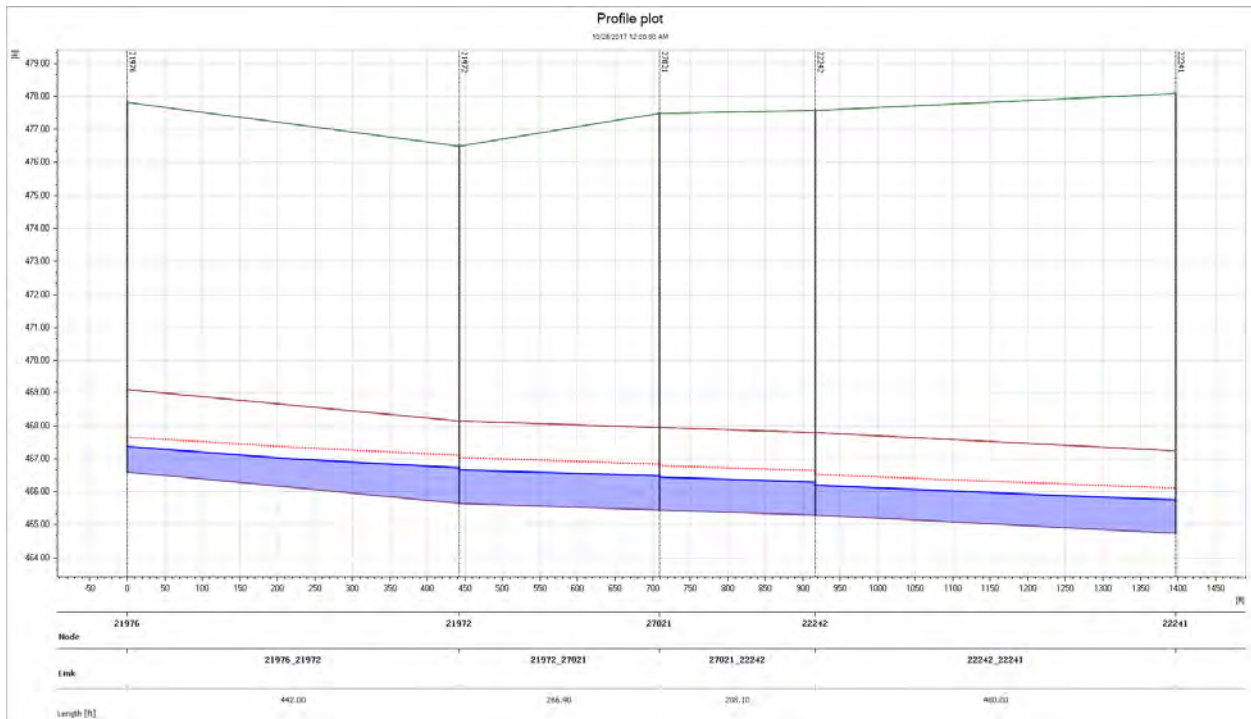


# MH 27021

➤ Original Ground Elevation: 467.95 ft

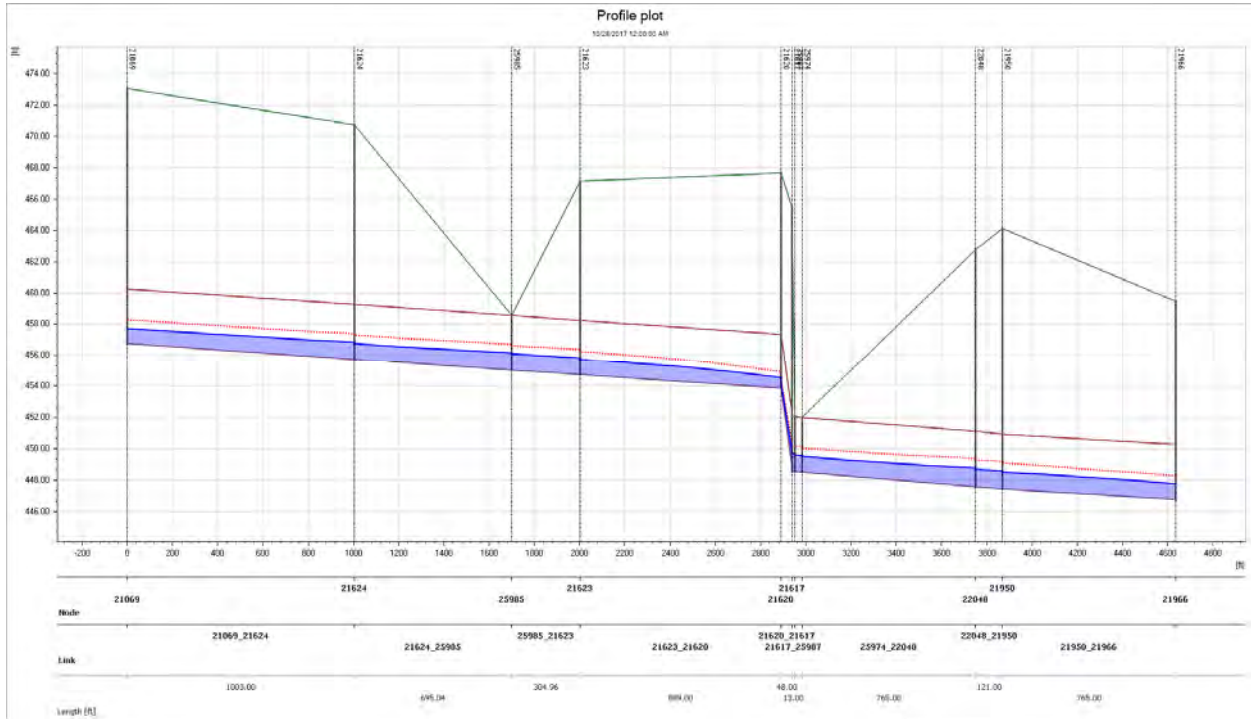


➤ Interpolated Ground Elevation: 477.5015 ft

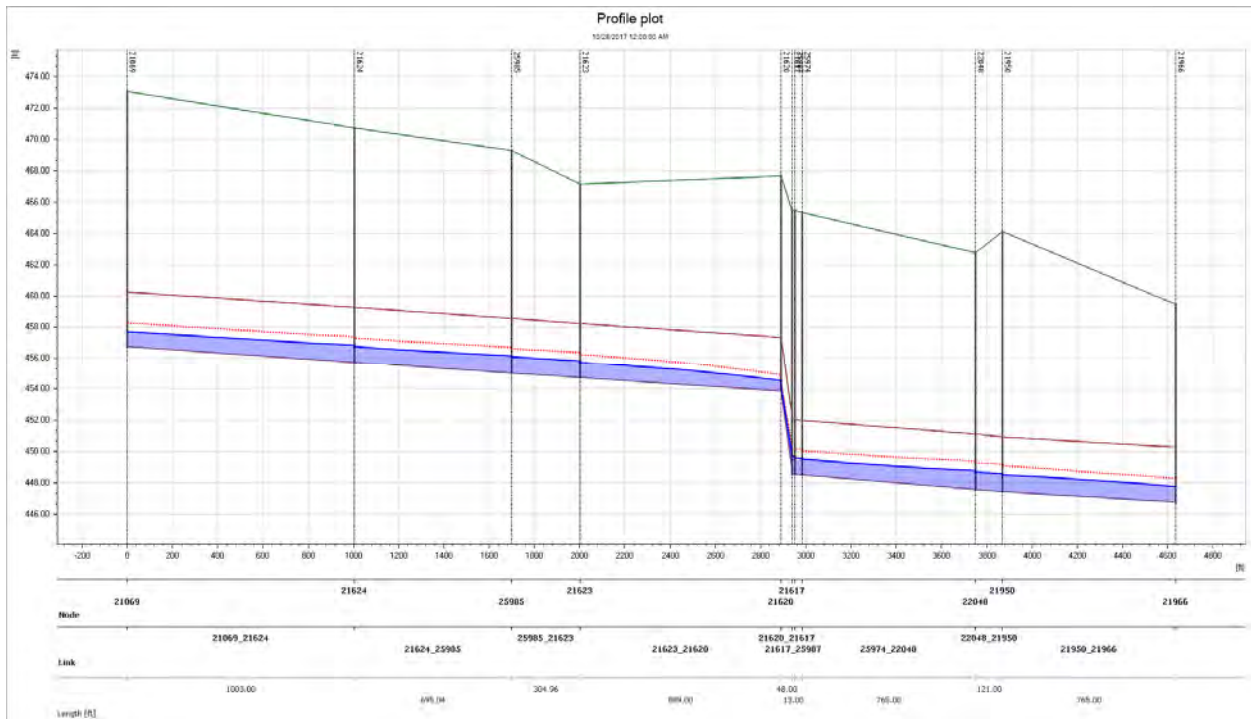


MH 25974

➤ Original Ground Elevation: 452 ft

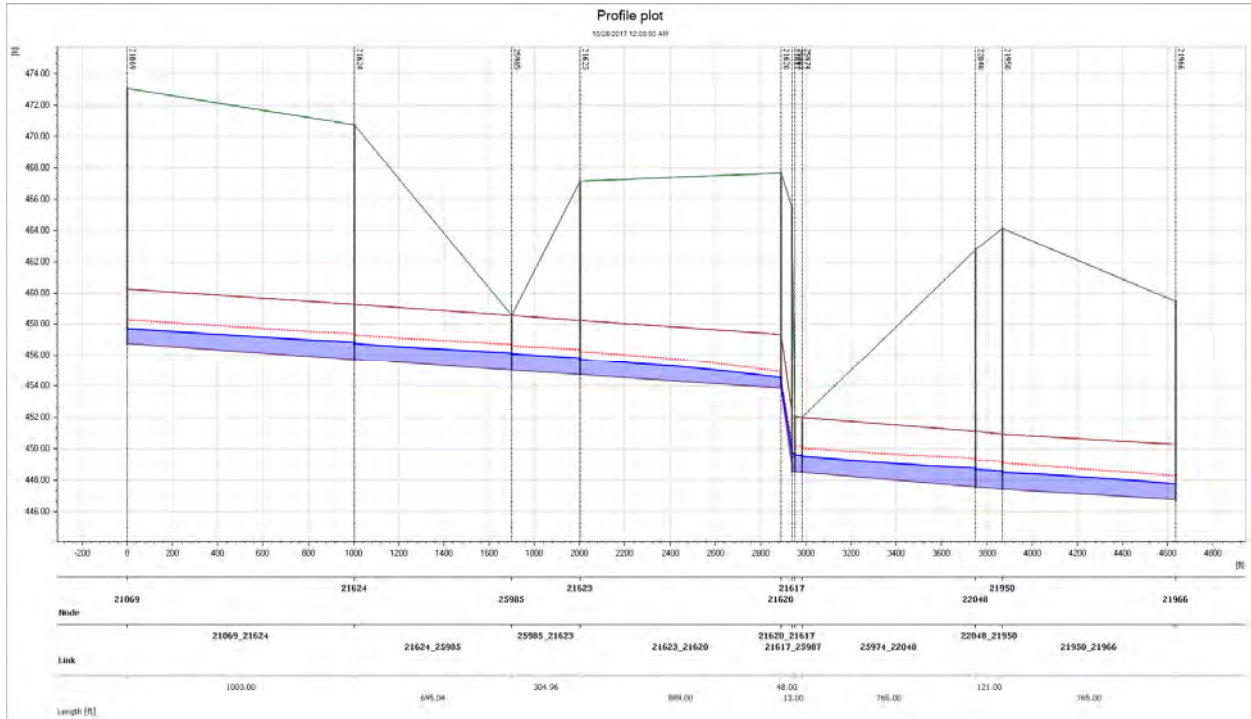


➤ Interpolated Ground Elevation: 465.34 ft

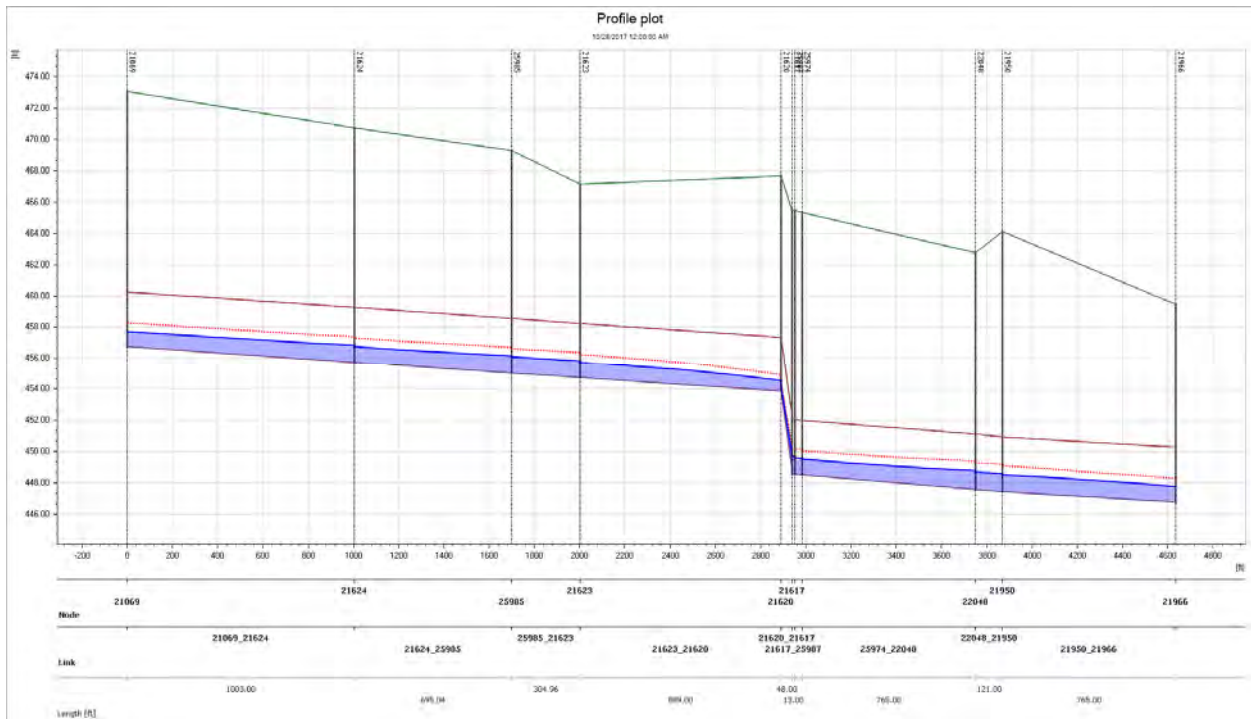


MH 25985

➤ Original Ground Elevation: 458.56 ft

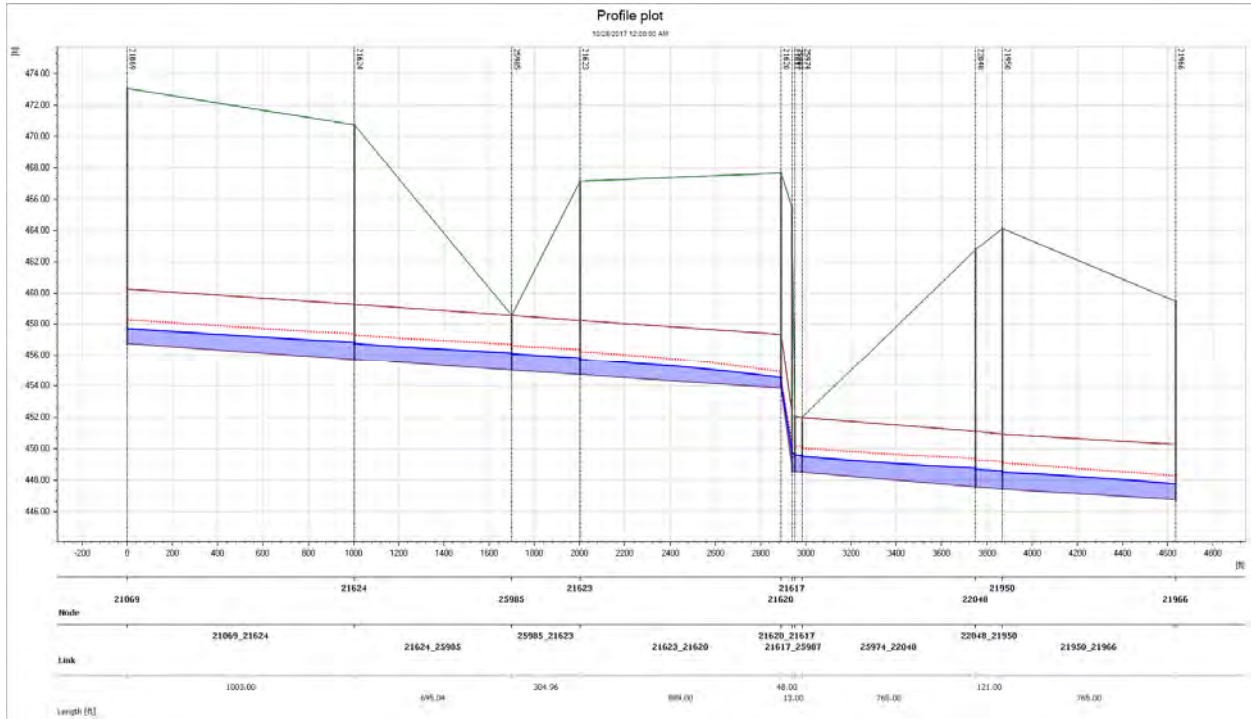


➤ Interpolated Ground Elevation: 469.31 ft

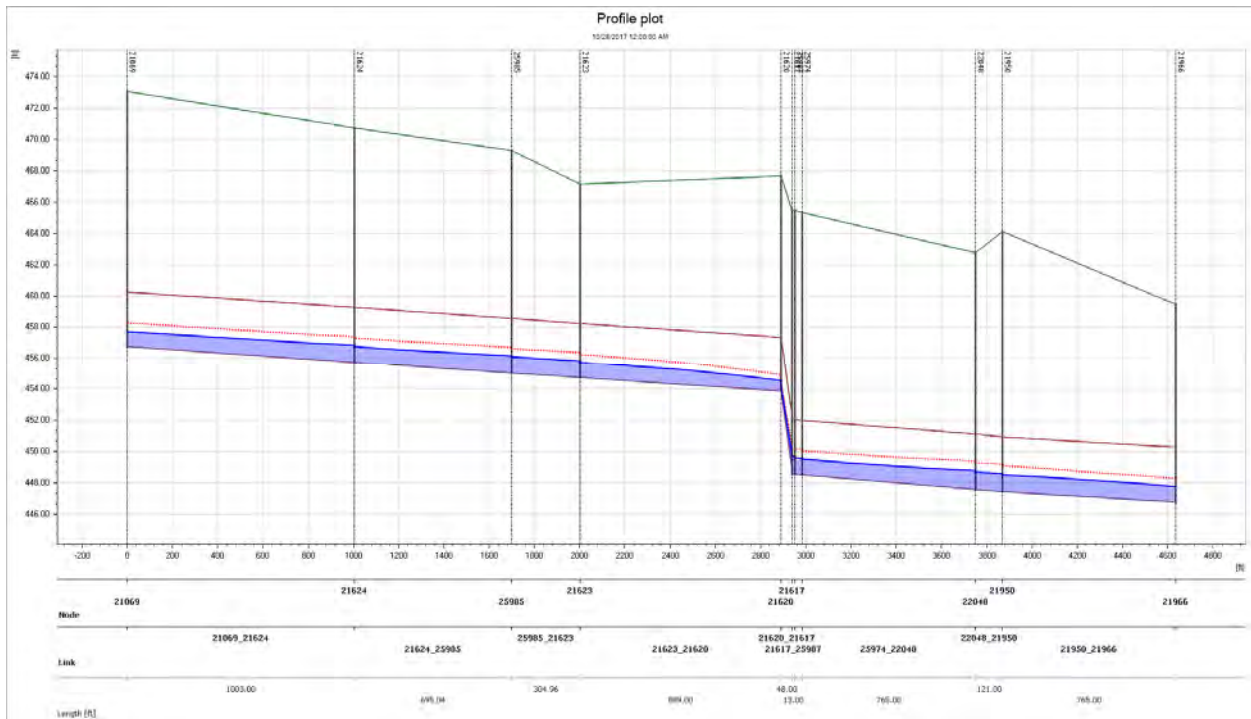


MH 25987

➤ Original Ground Elevation: 452.04 ft



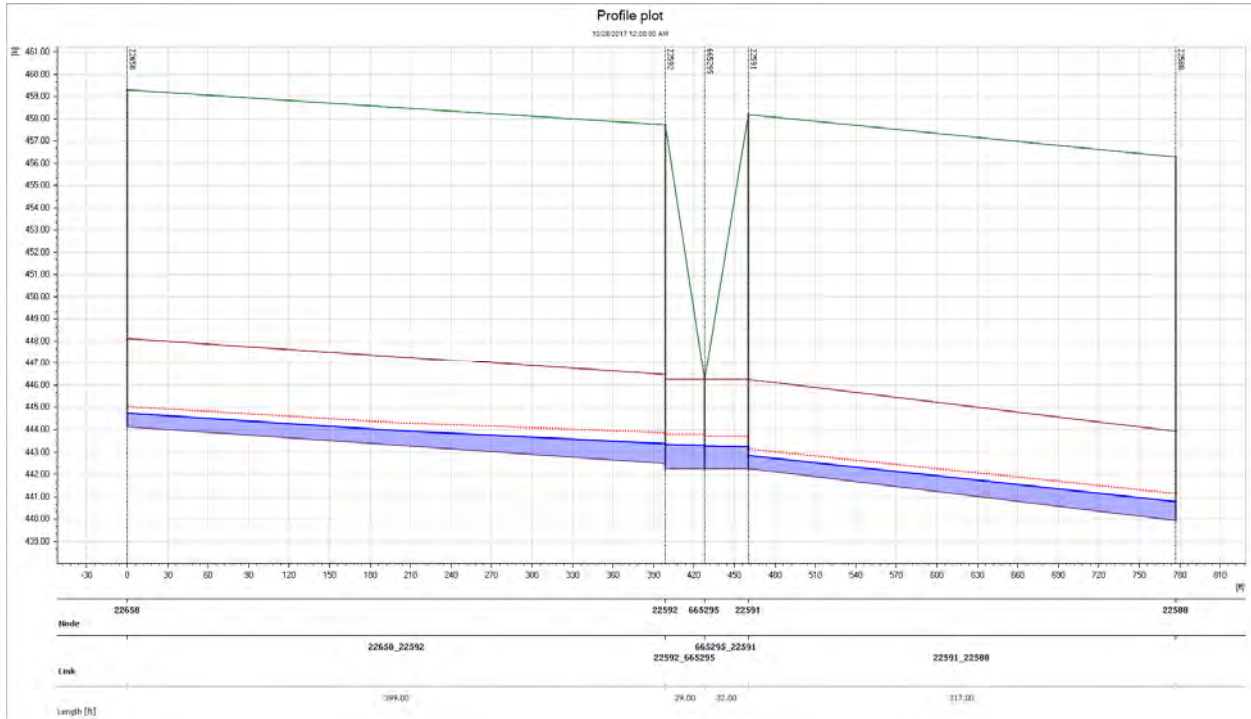
➤ Interpolated Ground Elevation: 465.46 ft



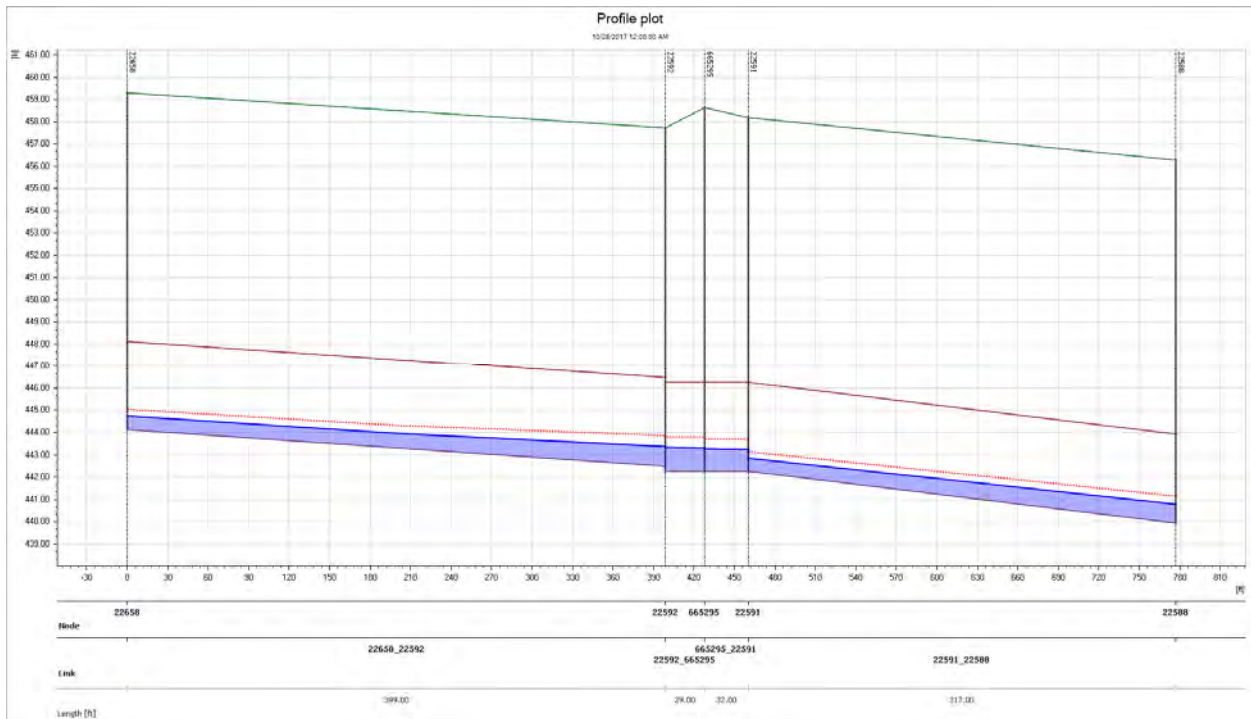


MH 665295

➤ Original Ground Elevation: 446.27 ft



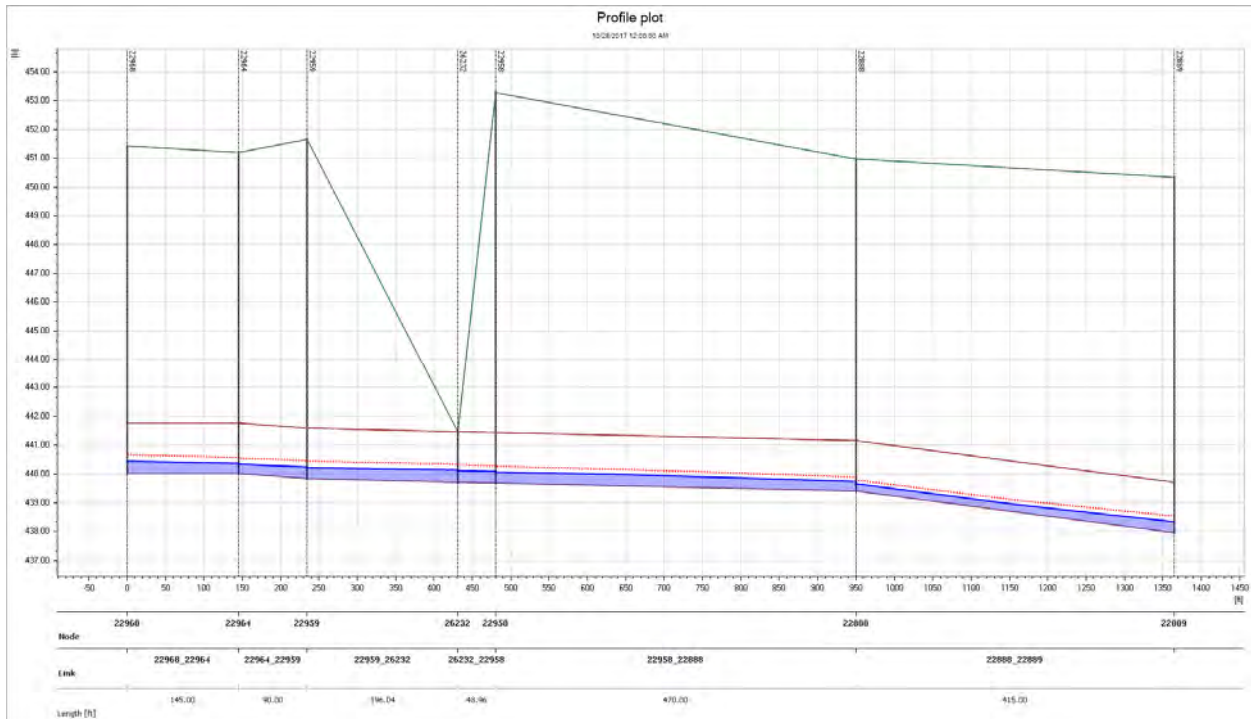
➤ Interpolated Ground Elevation: 458.6415 ft



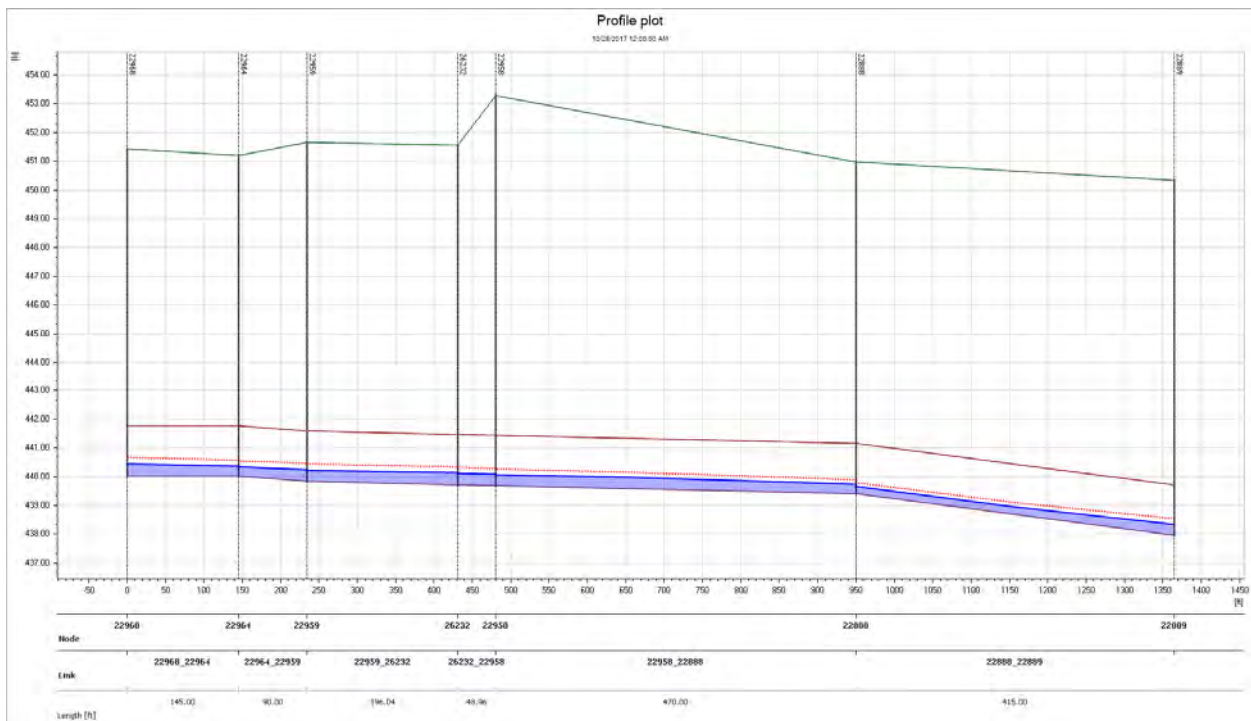


MH 26232

➤ Original Ground Elevation: 441.47 ft

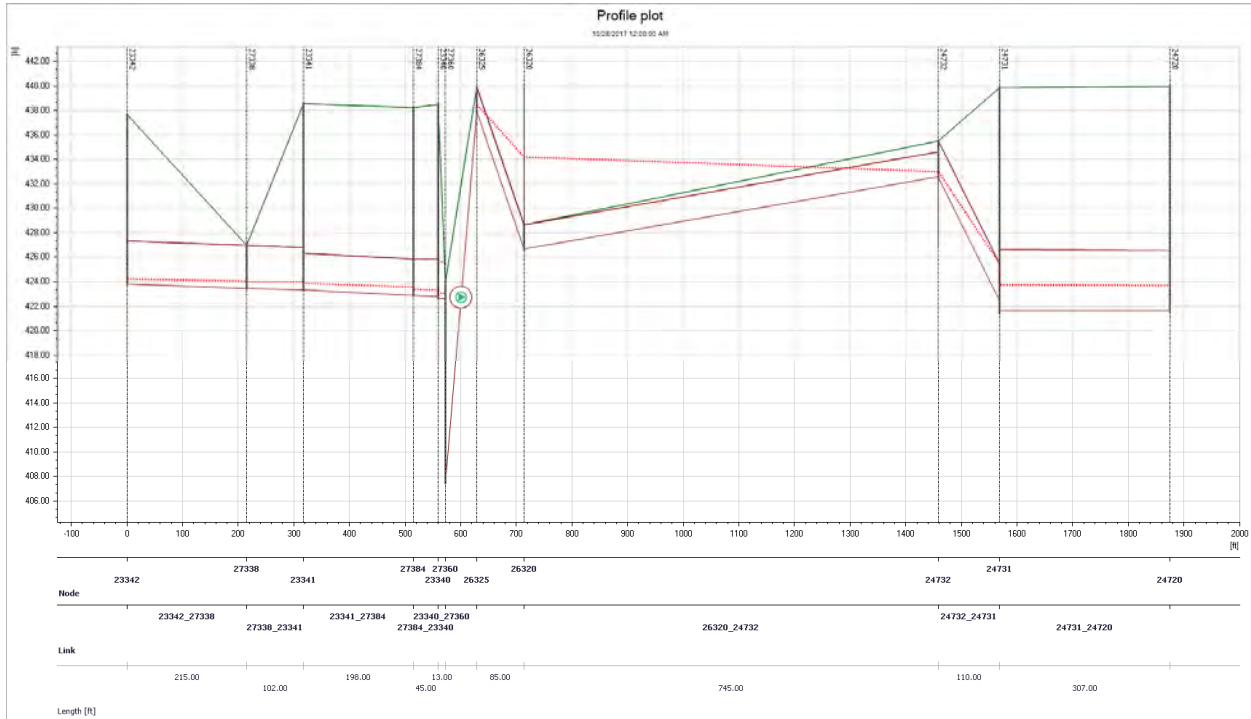


➤ Interpolated Ground Elevation: 451.5554 ft

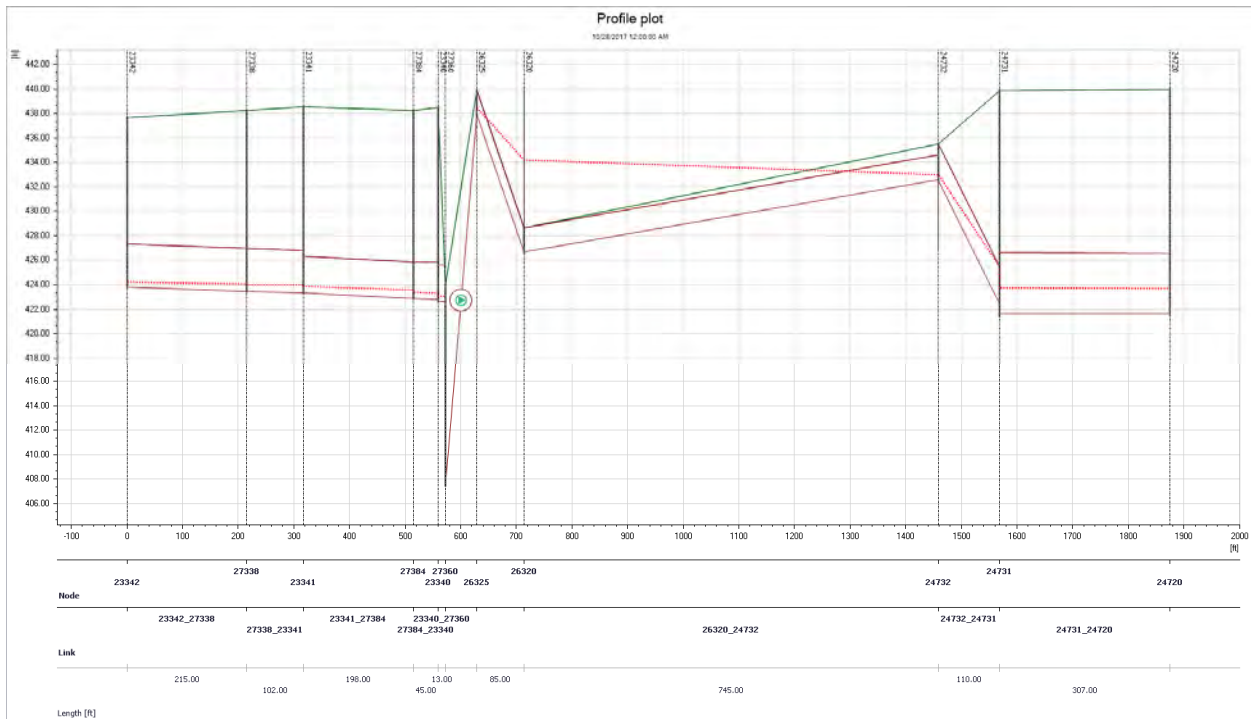


# MH 27338

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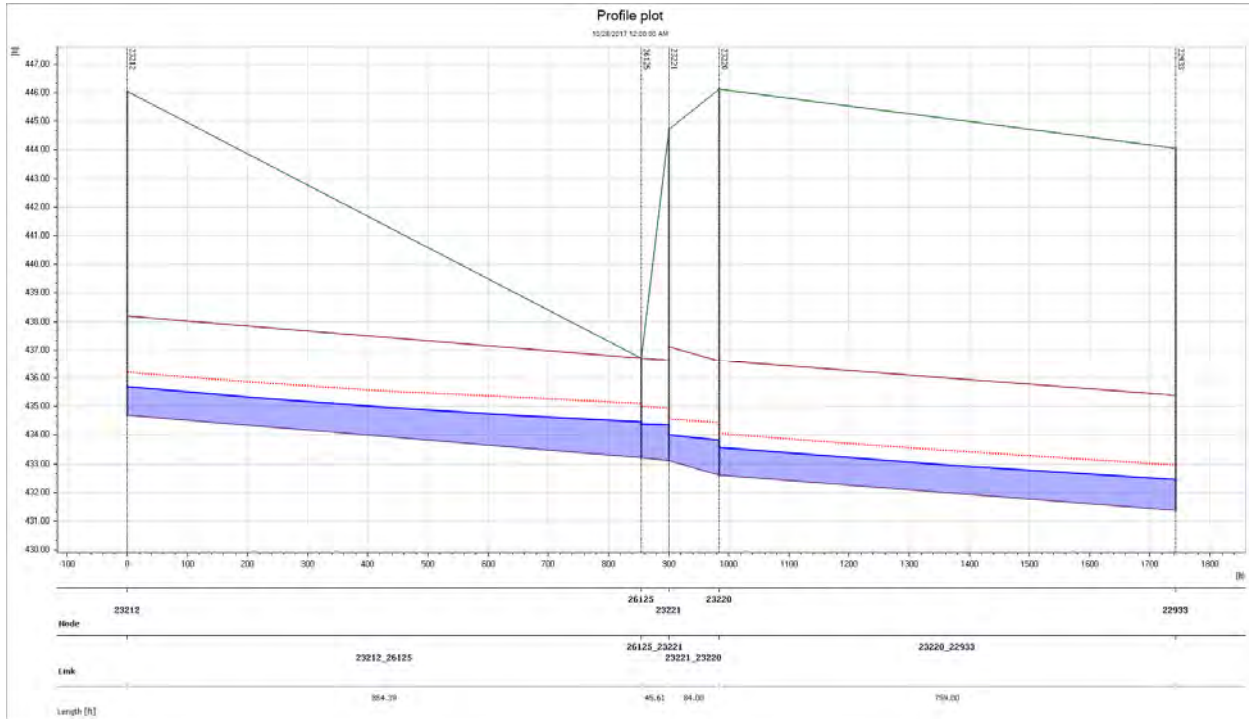


➤ Interpolated Ground Elevation: 438.2858 ft

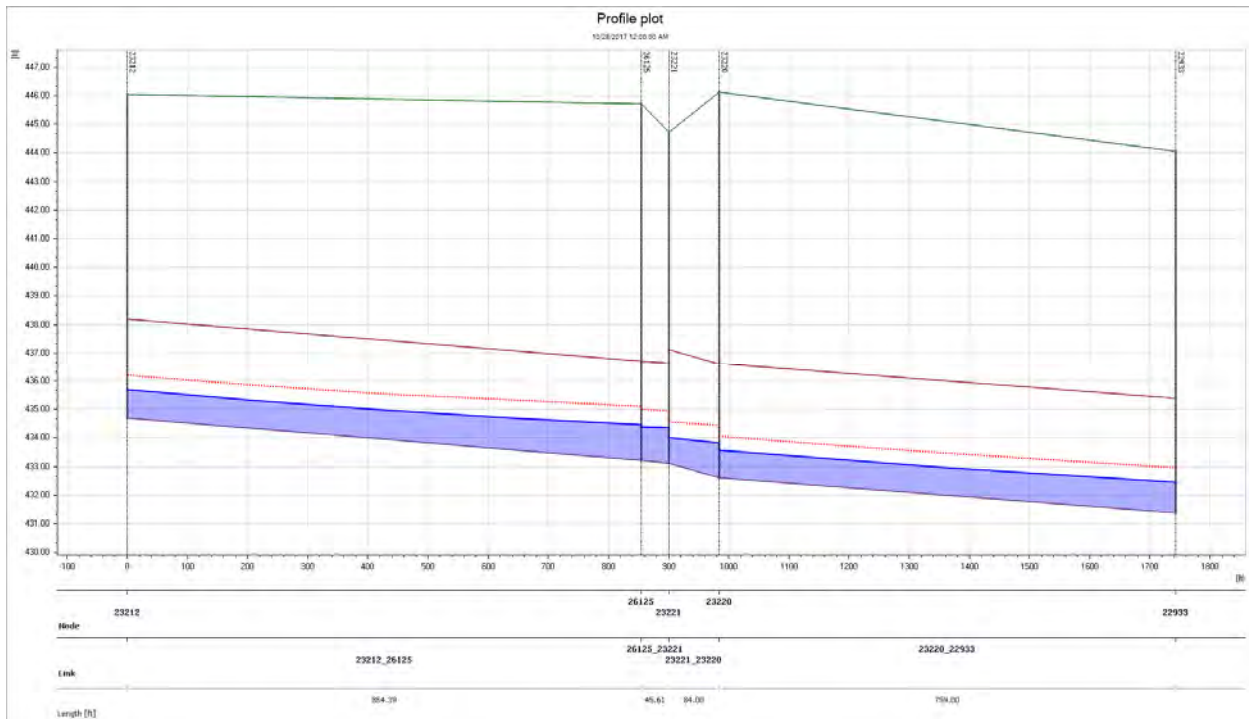


# MH 26125

➤ Original Ground Elevation: 436.71 ft

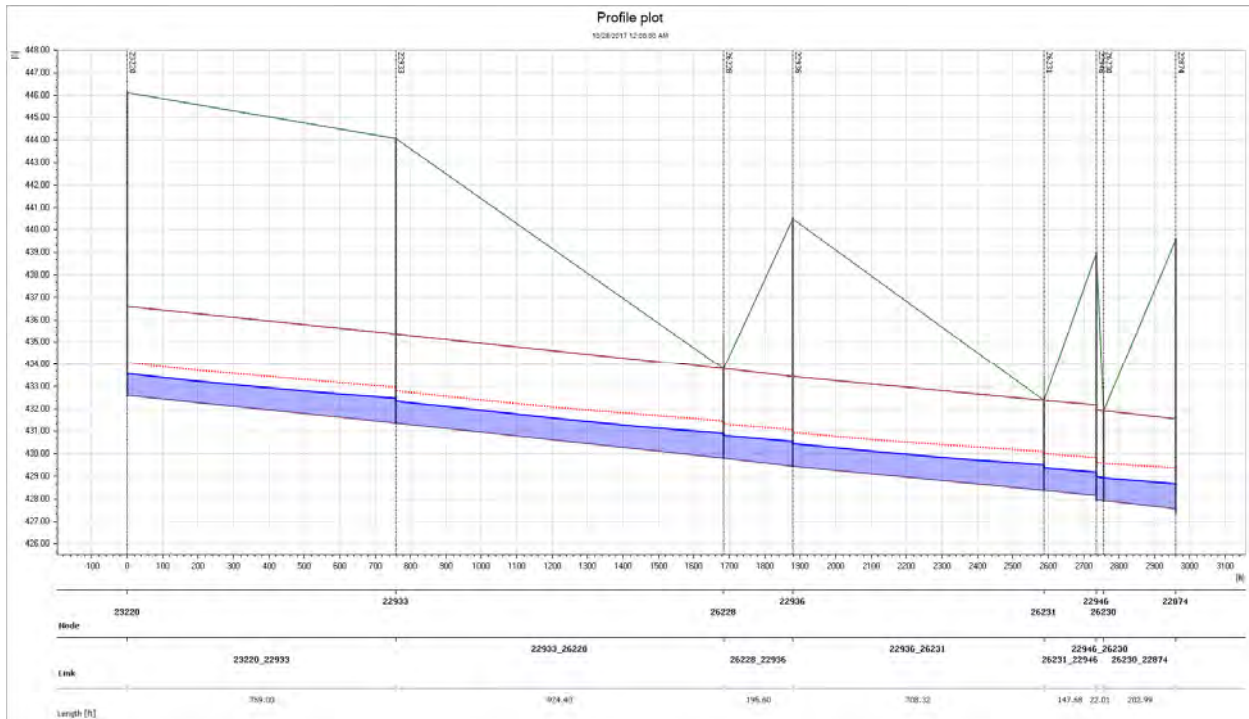


➤ Interpolated Ground Elevation: 445.7107 ft

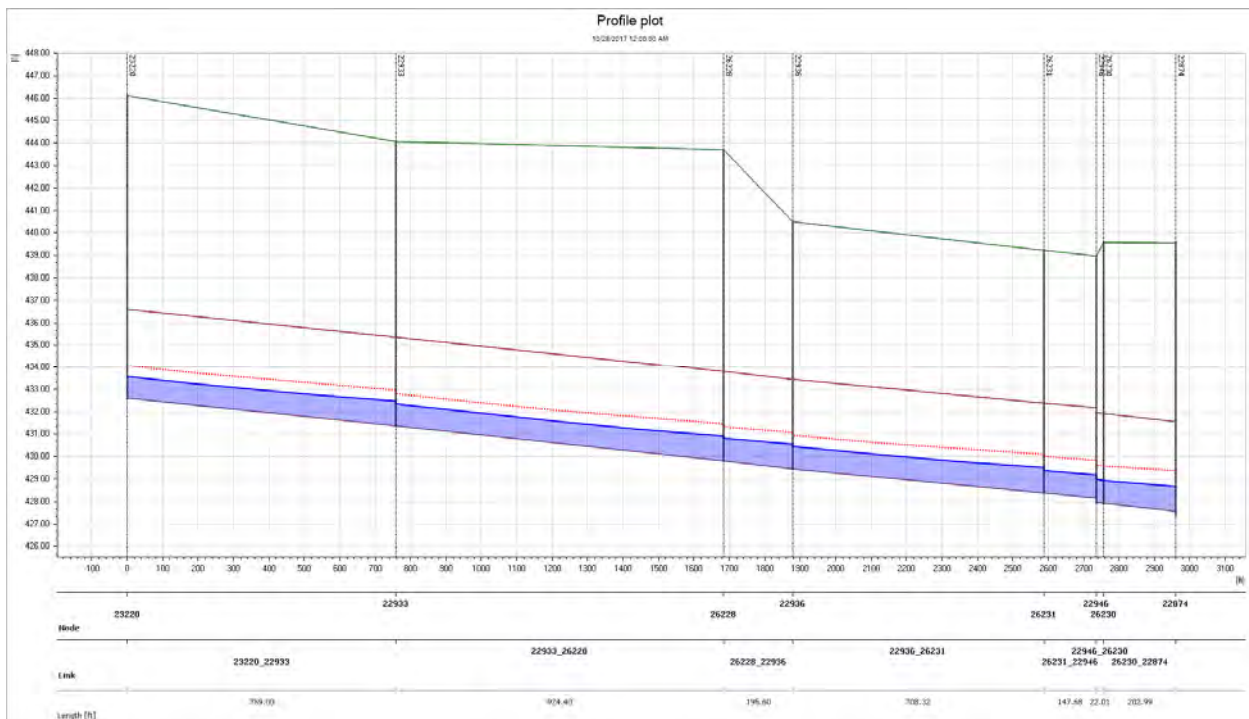


MH 26228

- Original Ground Elevation: 429.8 ft



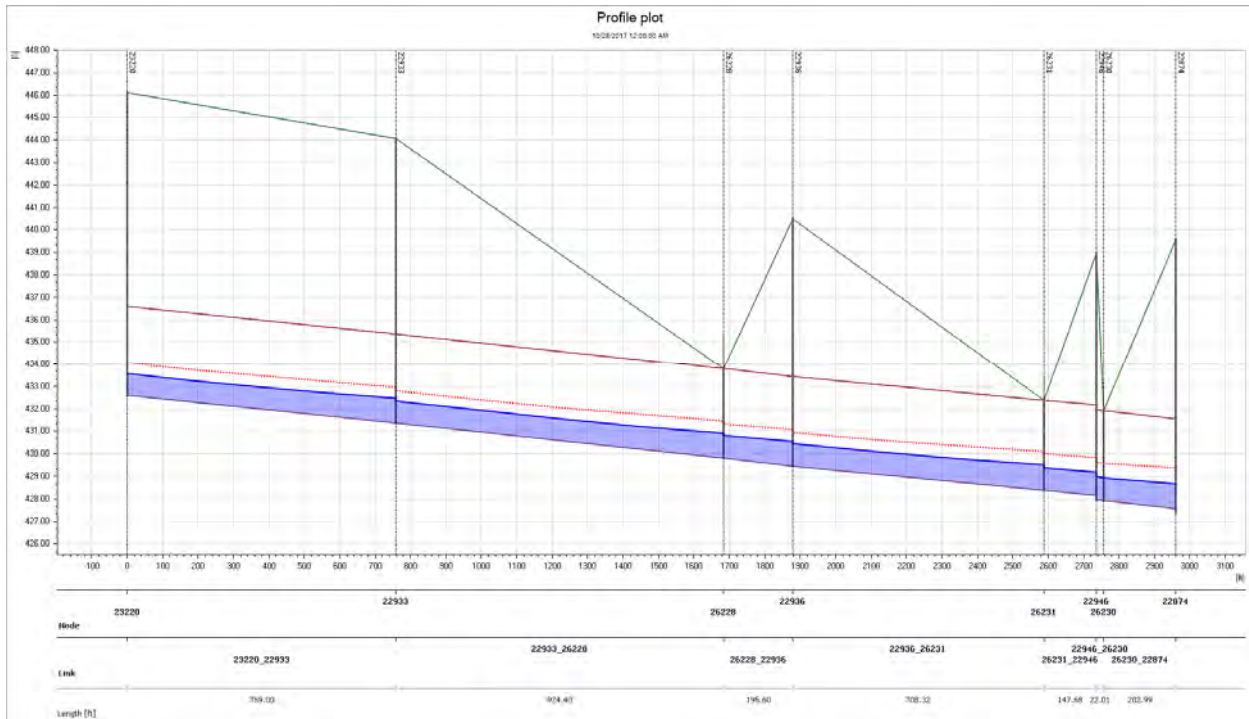
- Interpolated Ground Elevation: 443.7128 ft



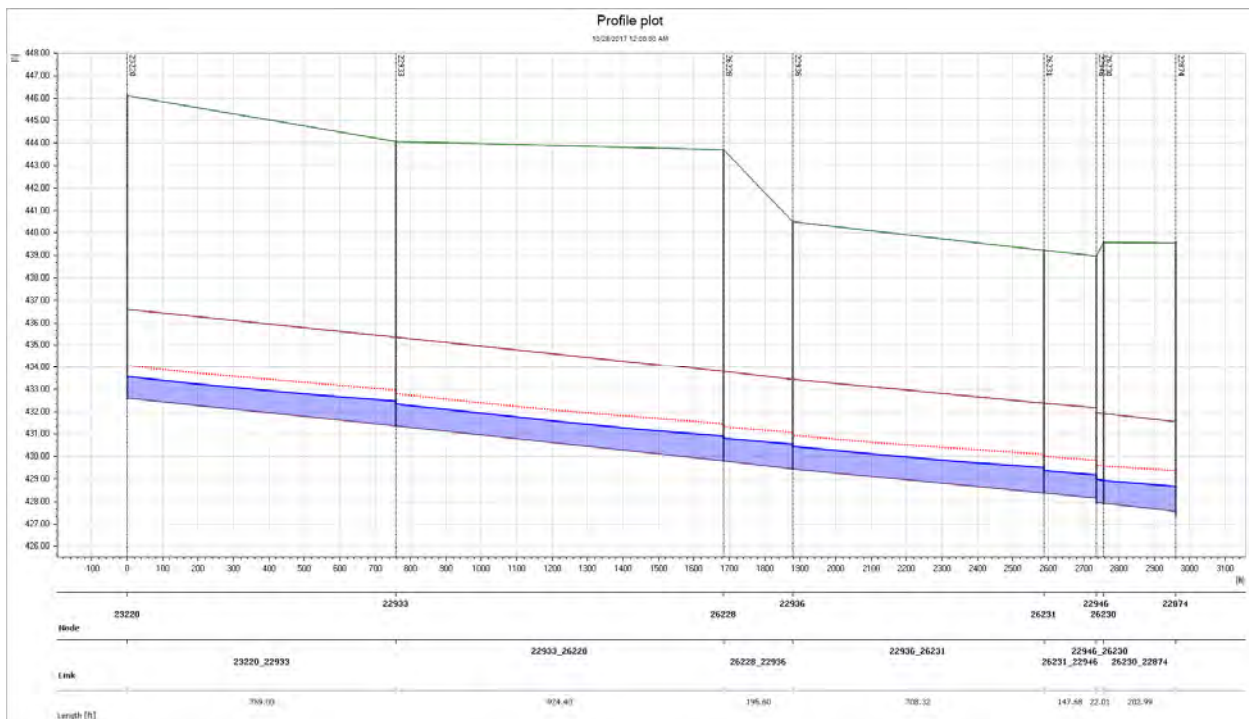


MH 26231

- Original Ground Elevation: 432.39 ft



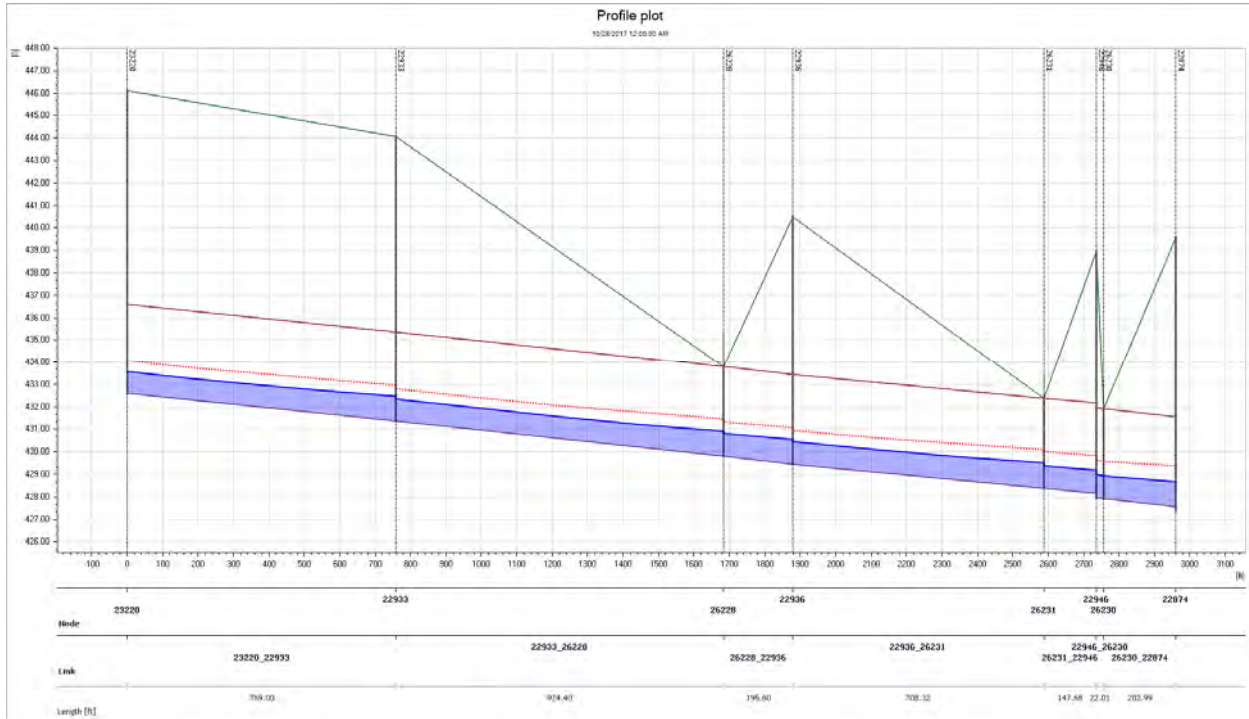
- Interpolated Ground Elevation: 439.2257 ft



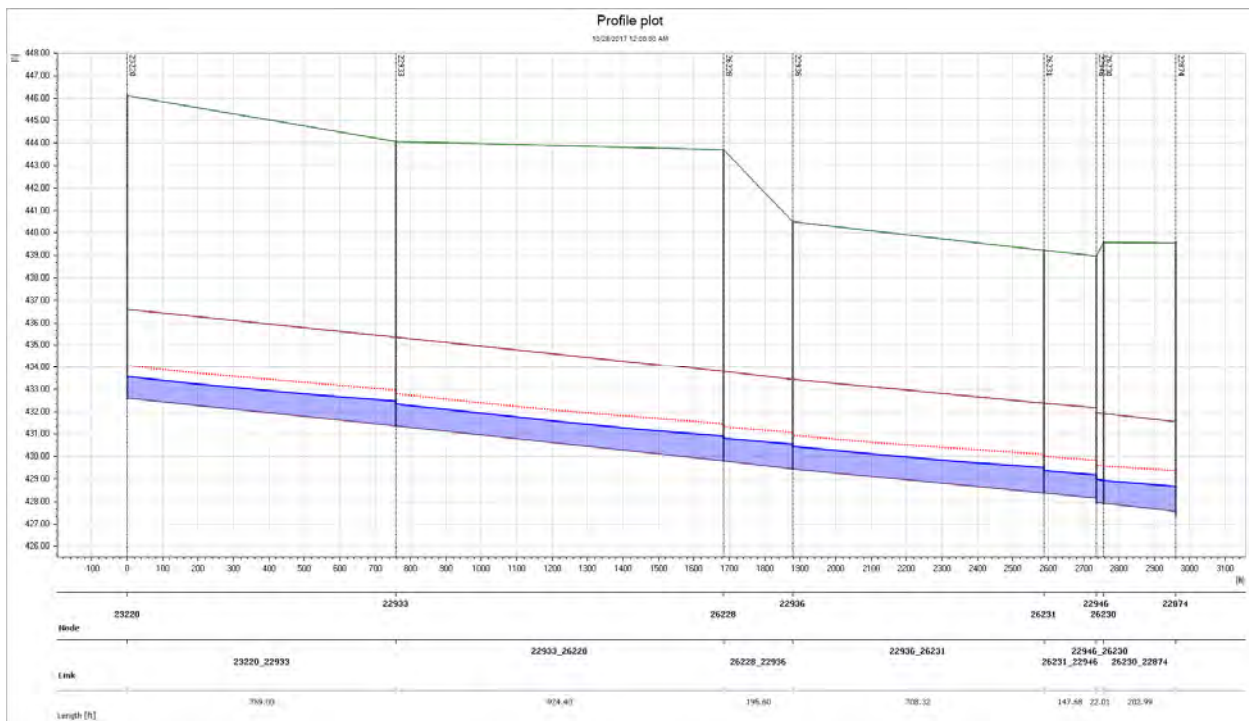


MH 26230

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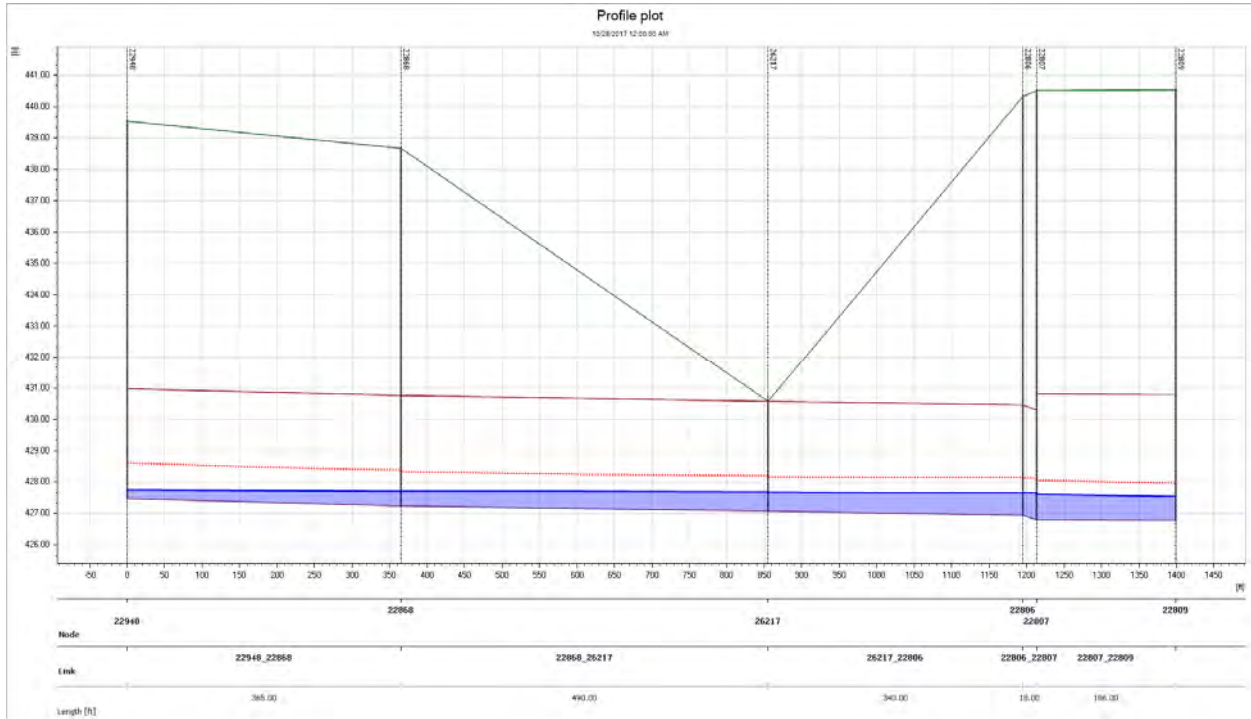


➤ Interpolated Ground Elevation: 439.5778 ft

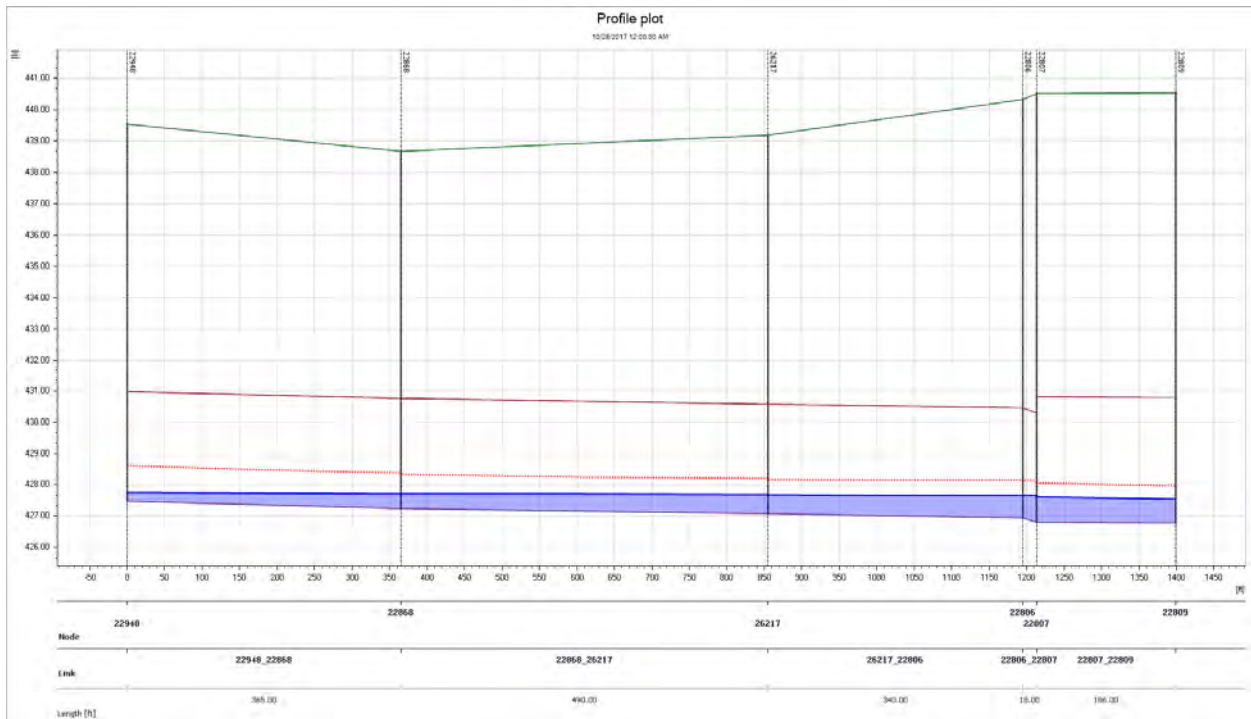


# MH 26217

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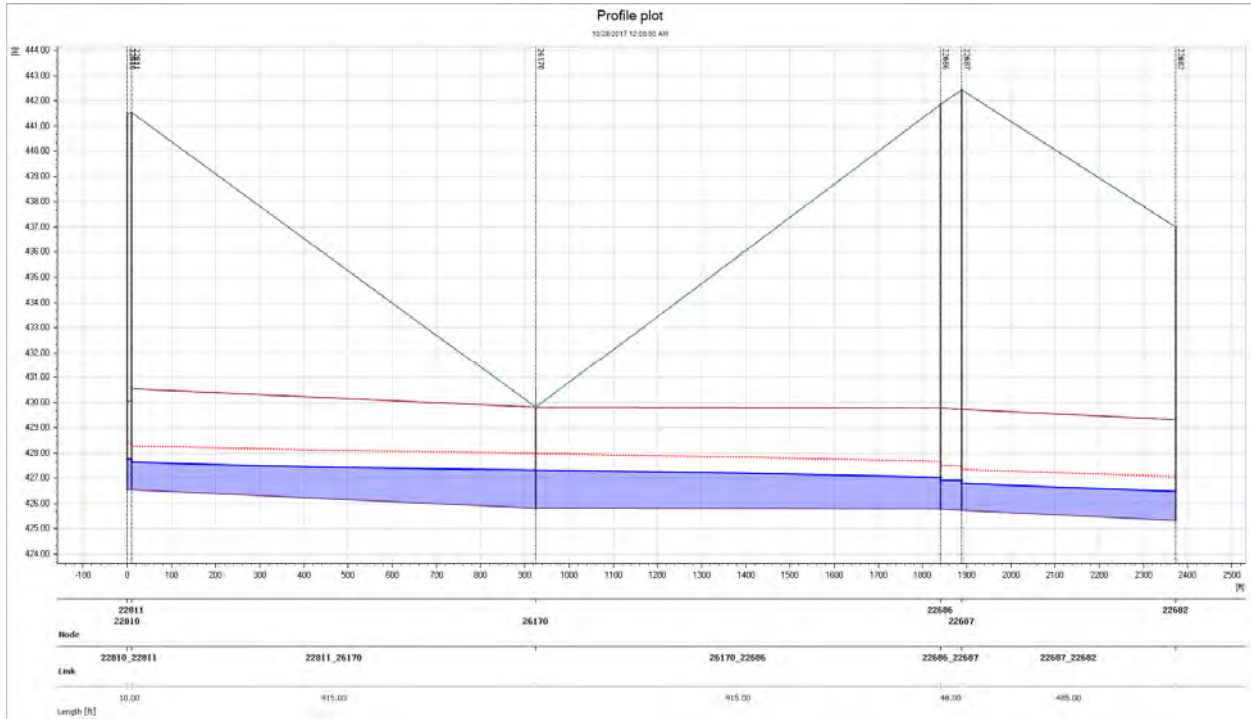


- Interpolated Ground Elevation: 439.1819 ft

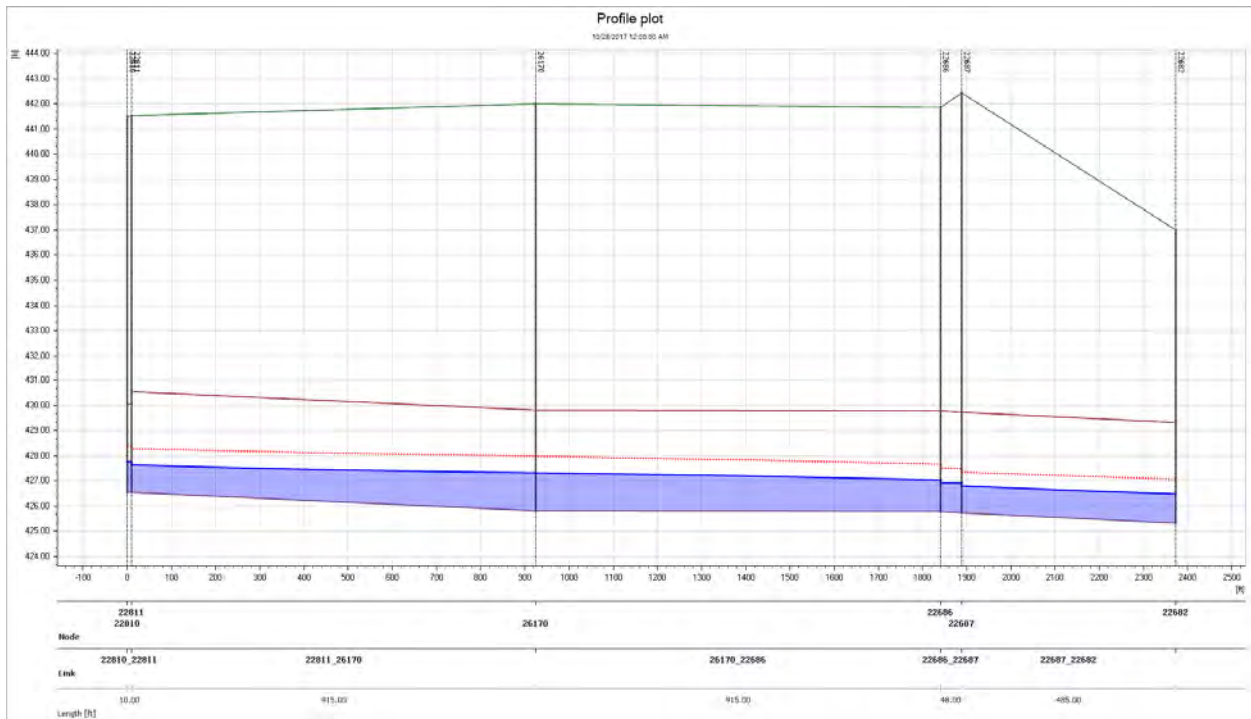


# MH 26170

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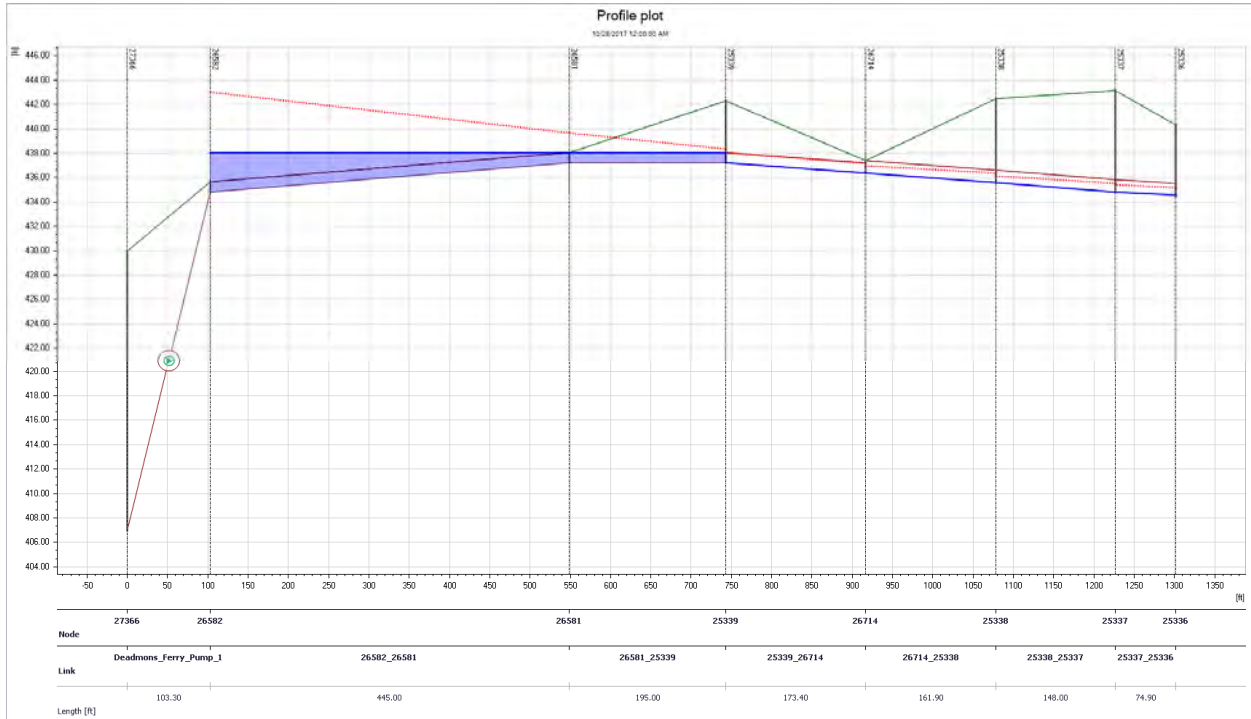


➤ Interpolated Ground Elevation: 441.9962 ft

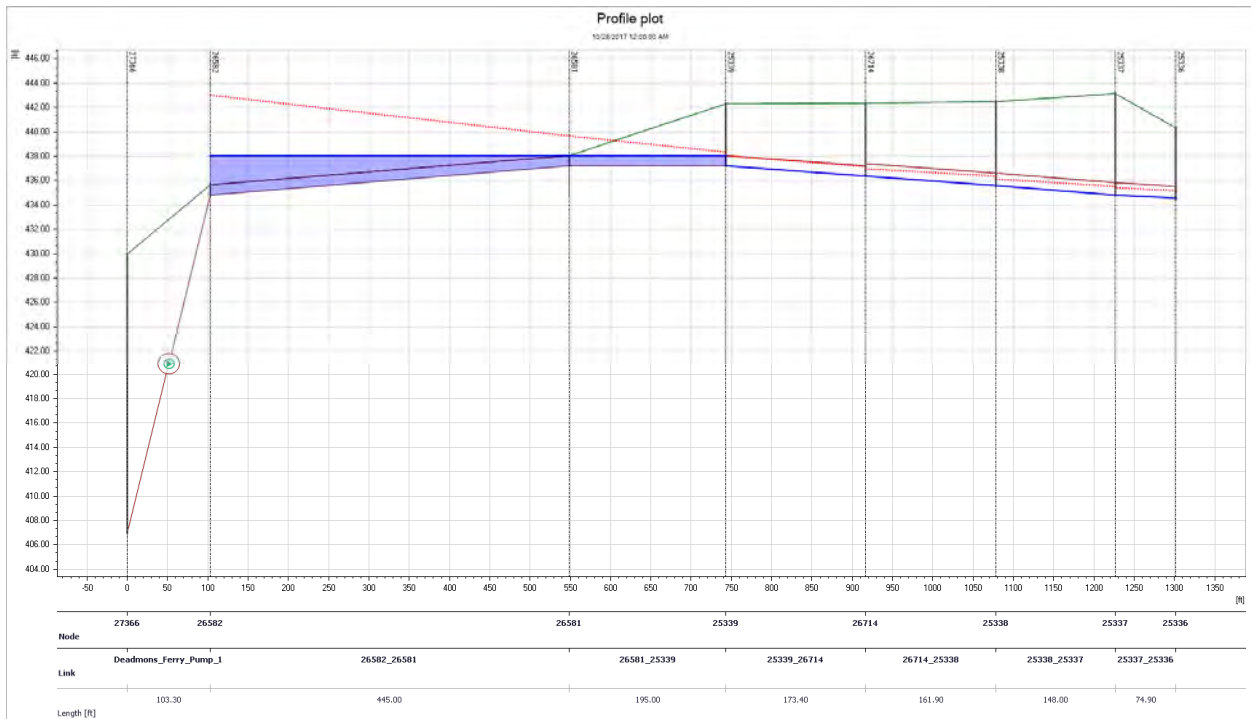


# MH 26714

➤ Original Ground Elevation: 437.39 ft



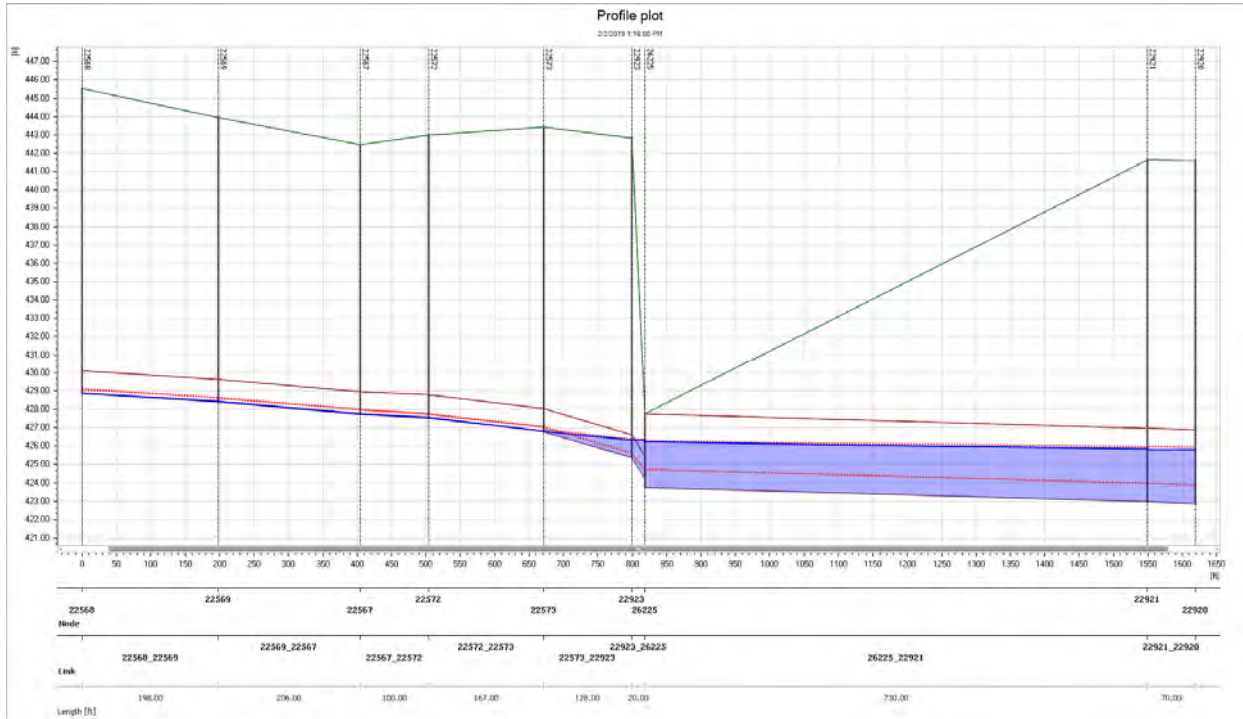
➤ Interpolated Ground Elevation: 442.3882 ft



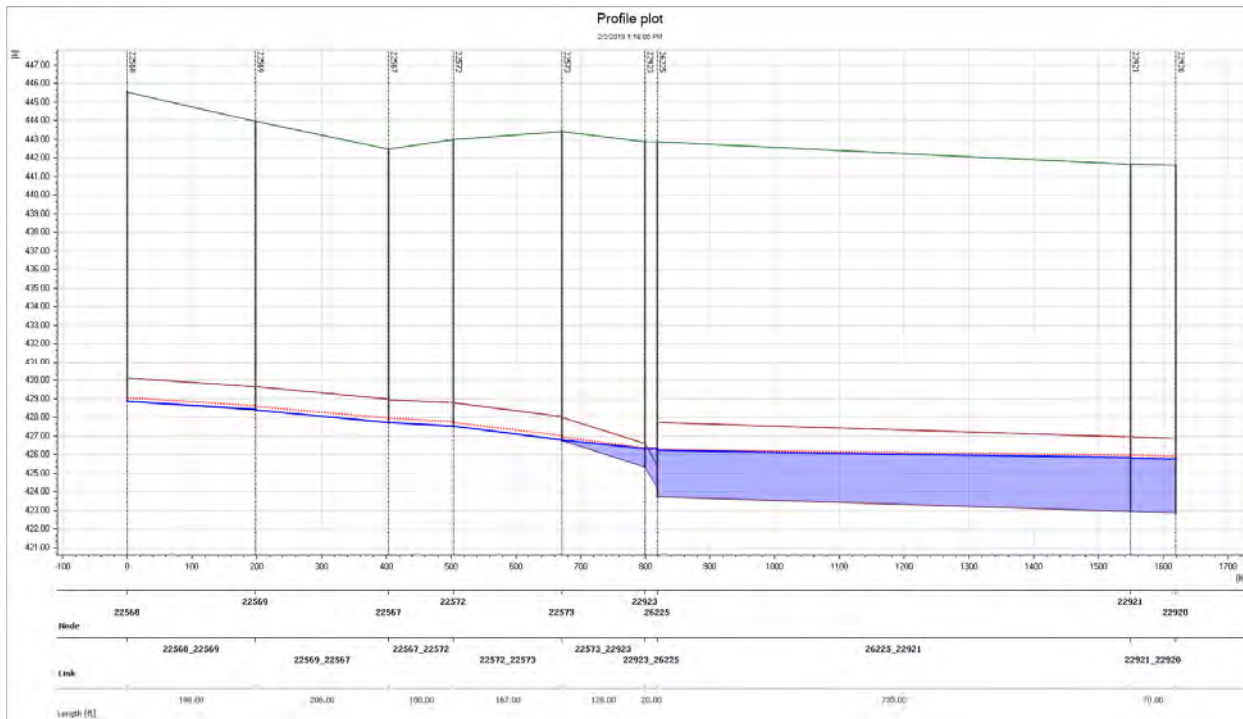


MH 26225

- Original Ground Elevation: 427.75 ft



- Interpolated Ground Elevation: 442.848 ft





Added a Weir at Manhole 564663 as per City Instruction and Field Observation

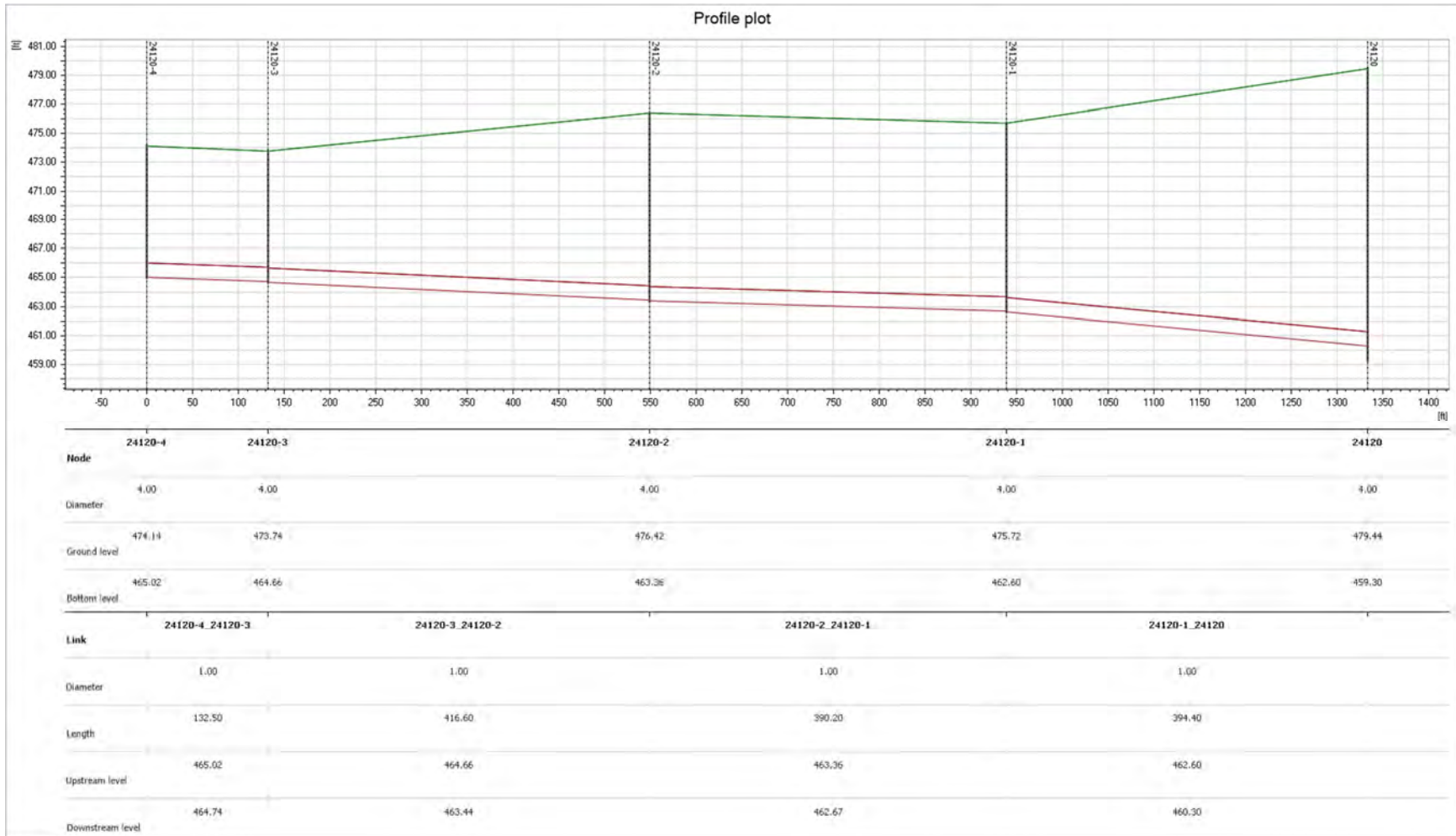
Original Network:

- Pipe 25144\_564663 downstream invert at manhole 564663 = 496.09 ft
- Pipe 564663\_23784 upstream invert at manhole 564663 = 496.09 ft
- Pipe 564663\_564671 upstream invert at manhole 564663 = 495.98 ft

Corrected Network:

- Pipe 25144\_564663 downstream invert at manhole 564663 = 496.09 ft
- Pipe 564663\_23784 upstream invert at manhole 564663 = 496.09 ft
- Weir elevation at manhole 564663 = 497.21 ft
- Pipe 564663\_564671 upstream invert at manhole 564663 = 495.98 ft

Added a New Pipeline: S 28<sup>th</sup> Street as per City Instruction (As-Built Project No P21166)





APPENDIX D  
HISTORICAL NETWORK  
CAPACITY DEFINITION

In the 2008 WWMP, Springfield wastewater collection system capacity standards define each collection system improvement must meet the criterion of keeping maximum water surface elevations in manholes lower than critical elevations. These critical elevations included 3-feet above the pipe crown elevation in the manhole in areas where there are basements. In areas without basements, the water surface elevation must be 2-feet below the ground surface.



APPENDIX E  
CITY OF SPRINGFIELD  
CMOM DOCUMENTATION





# Wastewater Collection System CMOM Program

CAPACITY

MANAGEMENT



OPERATION

MAINTENANCE

**Commented [AS1]:** Let's find a different picture for the management cube  
**Commented [HC2]:** July 1<sup>st</sup> WW/SW meeting Take picture of the attendees as this is management. Talked with Matt Meeting was cancelled need to find new time for picture

Prepared by City of Springfield  
Operations Division  
July 2015

## Table of Contents

1.0 Introduction.....	1
1.1 Wastewater Collection System Description.....	1
1.2 CMOM Program Goals.....	1
2.0 Collection System Management.....	2
2.1 Organizational Structure.....	2
2.2 Training.....	3
2.3 Internal Communication.....	4
2.4 Customer Service and Community Outreach.....	4
2.5 Management Information Systems.....	5
2.6 SSO Notification Program.....	6
2.7 Legal Authority.....	6
3.0 Collection System Operation.....	7
3.1 Budgeting.....	7
3.1.1 Capital Budgeting.....	7
3.1.2 Operations Budgeting.....	7
3.2 Hydrogen Sulfide Monitoring and Control.....	8
3.3 Safety.....	8
3.4 Emergency Preparedness and Response.....	8
3.5 Modeling.....	9
3.6 Mapping.....	9
3.7 New Construction.....	10
3.8 Pump Stations.....	10
4.0 Equipment and Collection System Maintenance.....	11
4.1 Planned and Unplanned Maintenance.....	11
4.2 Wastewater Collection System Cleaning.....	11
4.2.1 High Velocity Cleaning.....	12
4.2.2 FOG Program.....	12
4.2.3 Root Control Program.....	13
4.3 Parts and Equipment Inventory.....	13
5.0 Sewer System Capacity Evaluation – Testing and Inspection.....	13
5.1 Flow Monitoring.....	13
5.2 Collection System Testing.....	14
5.2.1 Dye Testing.....	14
5.2.2 Smoke Testing.....	14
5.3 Collection System Inspection.....	14
5.3.1 CCTV Inspection.....	15
5.3.2 Maintenance Hole Inspection.....	16
6.0 Collection System Rehabilitation.....	16
6.1 Open Pit Pipe Replacement.....	16

**Commented [n3]:** I think the document could benefit from some reorganization as well as other content suggestions to strengthen it and clarify the Plan, Do, check, Act, elements.. I have some ideas but want to discuss as group. Any chance we could all meet?

**Commented [n4]:** I suggest the following:  
 1.1 Background (Describe the MWMC IGA, the regulatory drivers for CMOM, mention previous work leading up to this plan like WWFMP, the 2004 MWMC Facilities Plan, and the 2008 Springfield Wastewater Master Plan, the CMOM Framework document, the CMOM gap analysis.)  
 1.2 Wastewater Collection System Description  
 1.3 CMOM Program Goals

6.2 Pipe Bursting and Slip Lining.....16

6.3 Pipe Patching .....17

6.4 Current Projects .....17

7.0 Self-Evaluation .....17

**Commented [n5]:** Is this where we intend to describe all of the on-going process improvement assessments? If so, this section probably needs more content. If not, I'm unclear on what other self-evaluation makes sense to describe here.

**Acronyms**

BOLI ----- Bureau of Labor and Industries  
CCTV ----- Closed Circuit Television  
CIP ----- Capital Improvement Plan  
City ----- City of Springfield  
CMOM ----- Capacity Management Operation and Maintenance  
CSR ----- Customer Service Report  
DEQ ----- Department of Environmental Quality  
ERT ----- Emergency Response Team  
FOG ----- Fats Oils and Greases  
FTE ----- Full Time Employee  
GIS ----- GIS Division  
H<sub>2</sub>S ----- Hydrogen Sulfide  
IGA ----- Intergovernmental Agreement  
I/I ----- Inflow and Infiltration  
ISS ----- Infrastructure System Specialist  
LEL ----- Lower Explosive Limit  
MWMC ----- Metropolitan Wastewater Management Commission  
NASSCO ----- National Association of Sewer Service Companies  
NPDES ----- National Pollutant Discharge Elimination System  
OERP ----- Overflow Emergency Response Plan  
OSHA ----- Occupational Safety and Health Administration  
SOPP ----- Standard Operating Policies and Procedures  
SSO ----- Sanitary Sewer Overflow



## 1.0 Introduction

The primary purpose of this Capacity, Management, Operations, and Maintenance plan is to outline the actions that the City of Springfield has taken and will take to prevent sanitary sewer overflows. These actions are measurable and reviewed quarterly to assure that they meet current industry standards. Furthermore, this plan sets forth the goals for the City's collection system and details the necessary activities to accomplish these goals. This document covers the City of Springfield's wastewater collection system CMOM plan. Review of measurable operational actions, current obstacles, and future changes to this plan is discussed in section 7.0, Self Evaluation.

**Commented [n6]:** Recommend adding a sub-section "Background" where you briefly describe the context for this plan including the regional program (MWMC), WWFMP, regulatory considerations, and the gap analysis process.

**Commented [HC7]:** Expanded the introduction to show plan, do, review of collection system. Added a background on how we go here taken largely from the Council memo

### 1.1 Background

The Wet Weather Flow Management Program (WWFMP) was a regional program produced in 2001 aimed at reducing treatment plant wastewater inflow by reducing groundwater infiltration in the local collection systems. During extreme wet weather events there were times that plant inflow exceeded its ability to optimally treat influent. The WWFMP was established using recommendations from a preliminary hydraulic model analysis of the collection system created as part of the 1997 Sewer Master Plan. The WWFMP outlined a series of capital construction and rehabilitation projects to occur over a 10 year period to help MWMC manage wet weather flows which were completed in January of 2010.

In August of 2009 the Department of Environmental Quality (DEQ) began issuing more stringent National Pollution Discharge Elimination System (NPDES) permits which no longer included a provision for exceptions to storm related sanitary sewer overflows (SSO) as required by the EPA. This increased the responsibility of wastewater system operators with respect to public health and water quality consideration when dealing with an SSO. Implementation of a well thought out, written CMOM plan, is the EPA recommended process of systematically eliminating SSOs.

The City of Springfield's first step in creating the CMOM program was to create the Gap Analysis. This document identified current activities and future activities that should be improved to effectively manage and operate local collection system capacity. The CMOM plan will detail all of these activities and how the City of Springfield plans to implement them. Concurrently, staff will implement continued process improvement through quarterly review of CMOM activities.

**Commented [HC8]:** Brian is satisfied with this level of overarching background and will talk with Anette regarding .

**Commented [n9]:** Regarding regulatory background, this is a great start. I can help fill in some gaps (there is a federal piece that's missing).

**Commented [HC10]:** Brian to talk with Anette regarding this section.

**Commented [n11]:** I'm glad you mention the gap analysis here. My comment regarding the plan do review aspect extends beyond the gap analysis, however. In my opinion, this CMOM plan, to the extent possible, should describe for each element a plan to evaluate on an ongoing basis. That could include identification of activities, what's the objective(s), what's associated performance measures, what performance data will be collected, when there should be sufficient data to evaluate, how that evaluation will be reported and to whom.

### 1.2 Wastewater Collection System Description



The City of Springfield’s wastewater collection system provides service to 18,496 domestic sewer accounts within a 10,000 acre area. This includes a total population served of 70,091 people consisting of 1,306 commercial, 53 Industrial, 66 public, and 17,071 residential customer accounts. The system consists of 235 miles of gravity sewers, 5.6 miles of force main pipes, 16 pump stations, and 5,000 maintenance holes. Based upon the best available data, 60% of the pipes are greater than 25 years old. Over 80% of the pipes are 8 inches in diameter or less and slightly more than half are constructed of non-reinforced concrete and approximately 37% are PVC. There is a separate conveyance system for stormwater.

**Commented [AS12]:** I agree, let's put in number of residential, commercial, industrial accounts

### 1.3 MWMC

The Metropolitan Wastewater Management Commission (MWMC) was formed by Springfield, Eugene and Lane County through an intergovernmental agreement (IGA) in 1977 to provide wastewater collection and treatment services for the Eugene-Springfield metropolitan area. The seven member Commission is composed of members appointed by the City Councils of Eugene (3 members), Springfield (2 members) and the Lane County Board of Commissioners (2 members). Since its inception, the Commission has been responsible for the oversight of the Regional Wastewater Program, including construction, maintenance and operation of the regional sewerage facilities.

**Commented [HC13]:** Brian to discuss with Anette and Matt regarding MWMC reference in Springfield plan

Together with Eugene and Springfield, the MWMC holds the NPDES permit for the waste water discharge to the Willamette River. The Water Pollution Control Facility (treatment facility) is owned, operated and maintained by MWMC, and designed to handle a peak wet weather flow of 277 MGD. Average daily dry weather flow at the treatment facility is 22 million gallons (MG). Since 2009, there have been 32 days where influent flows exceeded 100 MGD, the largest of which was 231 MGD.

**Commented [n14]:** As mentioned above, I would have a subsection called Background where you explain the regional facilities, regulatory issues, partnership, and other contextual elements for this plan.

### 1.4 CMOM Program Goals

This program should act as an asset management tool in determining the City’s wastewater collection capacity and rehabilitation needs so as to cost effectively protect public health and the environment in a manner that meets federal and state regulatory requirements and eliminates SSOs from local assets. In order to fulfill this purpose the following nine goals were created for our CMOM program.

**Commented [HC15]:** Planned move to Background Section.

**Commented [SM16]:** I agree w/Josh’s comment regarding moving to the Background section

**Commented [n17]:** Alternatively, these could be listed as overarching CMOM program goals under the Collection System Management section.

- Protect the public health of the citizens in our service area
- Protect water quality and the environment
- Eliminate SSOs due to wet weather, FOG, roots, and other blockages in the local collection system to the extent possible
- Provide sufficient capacity to convey average daily flows and peak flows without sanitary sewer overflows for all parts of the collection system.

**Commented [n18]:** I would start with a policy/purpose statement here. Potentially more than one operational policy to capture as professionals in the fields of operations and regulatory compliance, what we see as the guiding themes.

**Commented [AS19]:** Are these goals adopted by Council or are these just our internal management goals? If we need Council okay, then let's put them out there in the 7/20 presentation

**Commented [n20]:** My sense is that these should be internal operational goals driven by operational policies. As such, these would not be subject to council approval or adoption. They would need to be in line with and supportive of existing council goals and policies on the whole.

- Implement steps to stop and mitigate the impacts of sanitary sewer overflows from any portion of the collection system as defined in SOPP D-3..16.
- Provide timely notification of sanitary sewer overflows from the collection system to DEQ, OERS, and the public when there is potential for exposure to pollutants from such overflows.
- Support the MWMC's partnership activities, participate in the regional Wastewater Policy Team, and assist with development and implementation of regional strategies.
- Ensure that a comprehensive financial strategy is in place, including appropriate local fee structures to adequately support the City of Springfield's wastewater collection system operations and Capital Improvement Projects
- Establish a collection system management planning framework for ongoing improvement and to inform system rehabilitation needs.

2.0 Collection System Management  
 2.1 Organizational Structure

The figure on the following page shows the organizational structure of the Development and Public Works Department:

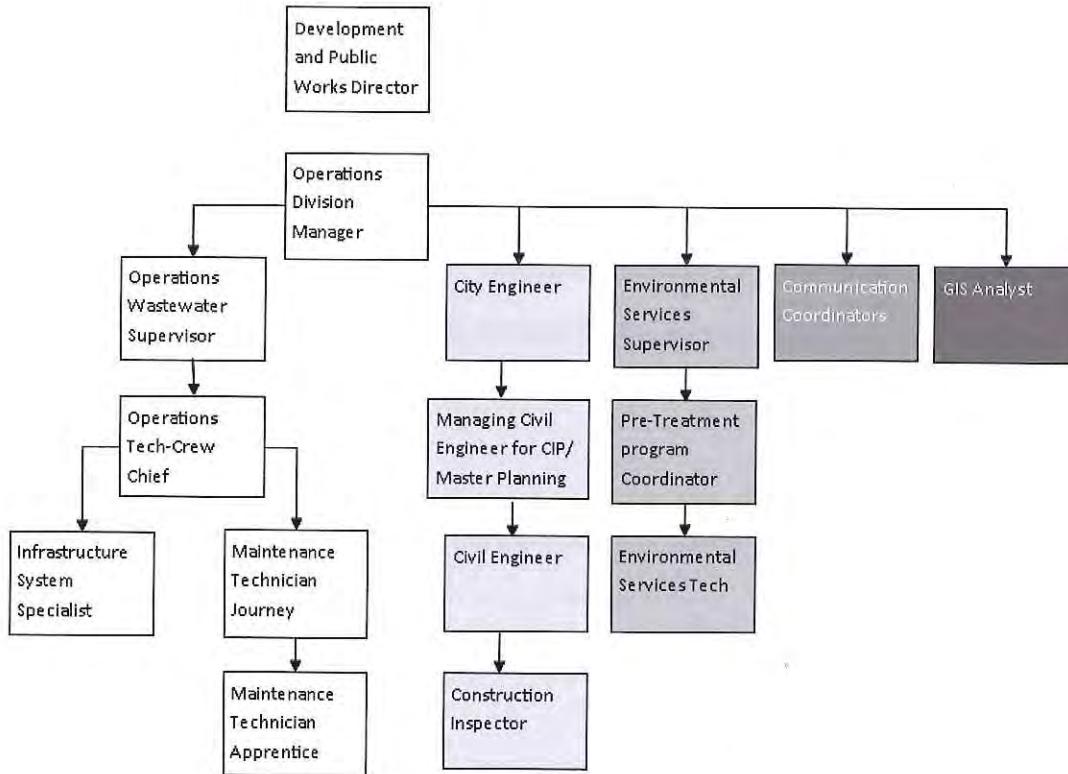
**Commented [n21]:** This is just a suggestion...I would have a policy or purpose statement ahead of these goals that says something to the effect that "...the purpose of CMOM is to cost effectively protect public health and the environment in a manner that meets federal and state regulatory requirements and protects local and regional assets from excessive flows." Then all the goals line up under that statement. And you would not need to repeat "Protect water quality and the environment" as a goal in that case because it would be part of the purpose statement.

**Commented [n22]:** What are the Collection System Management goals, objectives and activities? How do activities support objectives? How will you evaluate your plan?

**Commented [n23]:** I'm struggling with the standard org chart idea, but haven't yet come up with an alternative. In my view, a graphic that shows 1) positions that are involved in one or more CMOM elements (the list on page 4 seems to be a good fit for this), 2) the approximate FTE allotted to each element (need to tease this out), and 3) lines of communication/collaboration showing how the positions connect and communicate with one another. This "connection chart" would probably be a separate graphic.

**Commented [AS24]:** Need to put the newest organization chart in the document. Contact Rhonda Rice or Lorilyn Spiro





CMOM Services Provided

<p>Operate and Manage the Collection System</p> <p>Complete High velocity cleaning, root removal, CCTV, smoke testing, dye testing, locates, system inventory, flow monitoring</p>	<p>Leads the CMOM program including meetings, updating the program, and all miscellaneous activities that come with the program.</p>	<p>Provide design for collection system rehabilitation</p>	<p>Oversee and enforce the City's FOG program and industrial pretreatment programs</p>	<p>Organize events that teach the public about the wastewater collection system</p>	<p>Provides Operations with Maps of the Collection system, manages as-built drawings, update the geospatial database, organize</p>
--	--	--	--	---	--

**Commented [n25]:** Chart is out of date (No Technical Services in DPW anymore). Because the wastewater assets data is managed by both Ops (Hansen) and IT (GIS/as-builts, etc.) there is interplay between these workgroups that should get captured in this discussion. See my comment above on this topic.

**Commented [HC26]:** Updated Chart June 22 needs update July 1<sup>st</sup> Further Discussion is Included later in document see "Mapping" and "New Construction"

**Formatted:** Font: 12 pt

Within the Development and Public Works Department there are four divisions. Operation and maintenance of the collection system is done by the Operations Division. The Operations Division includes street, traffic, landscaping, fleet, city facilities, and stormwater and wastewater collection systems maintenance crews.

Springfield currently has 9.39 budgeted full time employees (FTE) working within the Operations Division ~~that~~ managing the collection system. The City contracts out all pump station maintenance to the City of Eugene through an intergovernmental agreement. The City of Eugene budgets 1.1 FTE for maintenance and operation of Springfield pump stations. The EPA suggests that a city with a population of 50,000 should have 16 FTE dedicated to operation and maintenance of the collection system. The Operations Division efficiently completes almost all necessary maintenance and operation activities within the wastewater collection system with fewer FTE's than recommended by the EPA. As funding for CMOM activities inevitably fluctuates, operations will continually reorganize and prioritize operation and maintenance activities that address the most critical aspects of the collection system.

Multiple Divisions within the Development and Public Works Department contribute to the business and operational oversight of the wastewater collection system:

- Community Development Division dedicates engineering staff towards improving the collection system through comprehensive system analysis, assessment of capacity and rehabilitation needs, and capital improvement design.
- Environmental Services Division maintains a Fat, Oils, and Grease (FOG) program and Industrial Pre-Treatment program. These programs protect the longevity of the collection system by reducing the likelihood of grease related backups and the amount of harmful chemical released by local industries.
- The IT Department - GIS Division is responsible to maintain current maps of the collection system in the City's Geospatial database as well as update the collection system asset management system, Infor.

The following positions within the Development and Public Works support the Wastewater Collections Maintenance program:

- Operations Division Manager
- Operations Supervisor (Wastewater Collections Program)
- Operations Tech-Crew Chief
- Operations Tech-Journey
- Operations Tech-Apprentice



- Infrastructure Systems Specialist
- Data Management Specialist
- City Engineer
- Managing Civil Engineer for CIP/Master Planning
- Construction Inspector
- Civil Engineer
- Environmental Services Supervisor
- Pre-Treatment program Coordinator/Technical Analyst
- Environmental Services Tech (Pre-Treatment and FOG program)
- **Communication Coordinators**

**Commented [n27]:** IT Department? If so, this needs to be identified and discussed above.

Details regarding the job duties concerned with these positions can be found in Appendix H.

## 2.2 Training

The City of Springfield's Operations Division is a member of the State of Oregon Joint Apprenticeship and Training Committee with the Bureau of Labor and Industries (BOLI). The City has the only state recognized municipal apprenticeship program that provides three years of extensive on the job training, coursework, and progressively responsible experience to advance staff through the apprenticeship to full journey level status. All Apprentices are required to obtain their DEQ, Wastewater certification level I in order to complete the apprenticeship. Regular training is provided throughout the course of the year to all Operations Division staff through internal trainings and APWA short schools.

Training on procedures specific to the maintenance of the local collection system is required of all employees and includes:

- Lockout/Tagout program, MSDS, Confined Spaces Permit, Trenching and Excavation, Biological Hazards in Wastewater, Traffic Control, Record Keeping, Pipe Repair, SSO Response, CCTV, Routine Sewer Line Maintenance, and Work Site Safety.

**Commented [n28]:** The interplay between ESD and Ops with regard to the collection system needs to be described in this section.

**Commented [SM29]:** I would consider removing the referenced positions.

**Commented [n30]:** Should there be a main heading called "Communication" For Example:

- 2.1.3 – Communication
  - 2.1.3.1 – Internal Communication
  - 2.1.3.2 – Customer Service and Community Outreach

**Commented [n31]:** I think the CMOM Communication section would be strengthened if it included a discussion about development of communication goals and objectives and describe a planning framework for communication. The communication plan itself can be a separate document, perhaps a future appendix. Maybe this preliminary CMOM implementation plan could discuss an intent to explore development of a CMOM communication plan as part of the implementation. The communication plan (yet to be developed) may come up with a different list of tactics than the ones we currently employ based on strategic considerations. For example, we may add CMOM content on the City website. We may also consider that the yet to be developed communication plan is where communication performance metrics could be established and effectiveness revisited periodically

**Commented [n32]:** Operations division weekly meetings and the DPW wastewater policy team meetings are great examples of internal communications that we do now. If we stepped back and asked "what are the internal communication needs we need to implement a successful CMOM program?" would these be the only two forms of internal communication we would come up with?

Are there other teams we can think of that we might form to support specific CMOM activities such as:

- Annual wet weather management reporting
- Data analysis and results reporting
- Flow monitoring/data acquisition
- Capacity analysis and assessment
- Asset management
- Keeping as-builts up to date

If so how often would they meet? What other forms of communication may allow them to best function?

**Commented [HC33]:** Brian agrees with the consideration of team development to address the above comment most likely in self evaluation "Attacking the Gaps" Add bullets to departments

**Commented [n34]:** Somehow, we need to understand objectives, then describe the etams

## 2.3 Communication

### 2.3.1 Internal Communication

The Operations Division has weekly Division meetings. City business is shared that may include any topic; however City business, customer service, and safety are always discussed. In addition, a crew meeting occurs each morning where daily work assignments are discussed. The Division also has an open door policy in which any employee may speak with the manager or supervisor at any time.



The City of Springfield's Development and Public Works Department has a Wastewater Policy Team that makes the policy decisions that set the direction for efforts concerning the wastewater collection system. Members of the team include the Development and Public Works Director, Operation Division Manager, Environmental Services Division Manager, City Engineer, Capital Projects Manager, Operation Supervisors and other key staff as needed.

This team discusses upcoming collection system projects and how to achieve the overall goal of I/I reduction. Recent topics that have been discussed are how to approach a private lateral replacement program and how to expand the current flow monitoring program.

In order to ensure the effectiveness of this document there will be quarterly meetings that will serve to assess CMOM program progress. This will include reviewing the document itself as well as an internal discussion of the effectiveness of the previous quarter activities, accomplishments, and the obstacles encountered in performing necessary collection system support activities. One of these quarterly meetings will serve as an annual meeting in which there will be a comprehensive CMOM overview. An internal report will be generated from Infor for this meeting that will include the metrics within the Self Evaluation section of this document. Comparisons of metrics will be made from the previous year and new goals may be set for the following year.

### 2.3.2 Customer Service and Community Outreach

The City has a customer service and community outreach program for direct communication with citizens. The City employs two Communication Coordinators who handle a variety of community outreach programs that teach Springfield citizens about the services provided by the city including the wastewater collection system. Two specific outreach programs are the Clean Water University and the Equipment Rodeo during Public Works week. They also produce targeted outreach materials to affected property owners for specific wastewater construction projects and activities such as smoke testing.

Clean Water University is an educational program for Springfield 5th grade classes that takes a holistic approach to water quality education. The program is a series of four, one-hour workshops and a half-day field trip to the wastewater treatment facility. Topics covered include wastewater treatment, wastewater conveyance, water quality testing, and aquatic macro invertebrates. During Public Works week, 3<sup>rd</sup> grade classes from Springfield School District enjoy a field trip to City Hall where they participate in the "equipment rodeo." This event educates the students about the equipment necessary to maintaining the collection system such as the CCTV vans and the high velocity cleaning truck.

Every year, Springfield staff work with the Springfield Utility Board staff to include a rate notification brochure with the utility's monthly bills. Besides notifying ratepayers of changes in

**Commented [n35]:** A critical CMOM community outreach need is likely going to be associated smoke testing, illicit connections, and private laterals. A communication plan would provide the appropriate framework (goals/objectives/tools/tactics, etc.) for such an important and possibly touchy issue.

sewer user rates the brochure includes information to increase the reader's understanding of what the sewer user rates pay for and the value the wastewater system holds for the community.

Communication Coordinators additionally alert citizens on a per project basis. Prior to and during smoke testing and construction projects, the City uses door hangers, newspaper articles, and public radio announcements to inform the public of the impending work.

**Commented [n36]:** Should these positions be included in the bullet list starting at the bottom of page 57

Employees are trained on how to effectively communicate with customers in the office and in the field. This training includes communicating with "unfriendly" customers. All interactions with customers warranting resolution are documented in a Customer Service Report. A CSR includes:

- The name of the person reporting the issue
- The nature and source of the issue
- The location of the issue
- The date the issue was reported
- The staff who received the complaint/issue
- To whom the follow-up action is assigned

Once a CSR is created, it is entered into Infor and a work order is generated and routed to the appropriate supervisor. There is an expectation that the customer will receive a response within 24 hours. If the CSR mentions an emergency such as a collection system overflow or possible hazardous situation, a response is made immediately. If the CSR turns out to be a non-emergency a work order is created and scheduled as necessary.

It is the goal and expectation that all customers receive a response that includes a clear explanation of who is responsible for correcting or resolving the problem. When the problem is determined to be the responsibility of the City, an explanation will be provided to the customer along with a time frame of when the problem is expected to be resolved. If the customer wishes to file a damage claim, the Operations division will evaluate the circumstance and reimburse the customer or refer them to the city's Risk Management division.

**Commented [n37]:** Since we are identifying a goal here, I wonder if this paragraph should go ahead of the paragraph that begins "Employees are trained..." That way, the goal is described and then the activities and processes that support the goal come second.

## 2.4 ~~Management Information System~~ Asset Management s

Springfield uses Autodesk and ESRI geospatial software to manage data. In addition, the city has recently upgraded its Asset Management System from Hansen 7 to Infor. This database is used throughout the city for street, stormwater, and wastewater data management. Within the wastewater system, it is used to manage the following information:

**Commented [n38]:** Should we rename this "Asset Management"? The document has eight references to Asset Management, yet no section describing it.

- Asset inventory, location and condition
- Customer service requests
- Safety incidents
- Emergency responses
- Inspection scheduling and tracking
- Planned maintenance schedules and work orders

**Commented [n39]:** If this is the section where the reader would find out about Springfield's Asset Management plan, it seems like there could be more discussion of: What are the principles (life-cycle approach, Level of Service, performance monitoring, process improvement, etc.), strategies, objectives, and activities of the City's AM program; which workgroups are, or could be, involved; how will the data be used to inform maintenance practices, operating cost analysis, forecasting, planning, etc. This section could be an opportunity to explore what minimum staffing might be necessary to build a robust AM program given that currently the resources aren't there. Building a robust AM program could be a goal that plays out over time.



- Parts and Equipment data
- Staff time, labor costs, and equipment costs

All documentation associated with this information is attached within Infor. Reports are run from this system on a day, week, month, and annual basis to provide department management with the information needed to make decisions related to work assignments, CSRs, maintenance, rehabilitation, and repair activities.

Updates to the Infor system in regards to asset inventory, location, and condition are the shared responsibility between the GIS Division (GIS ) and Operations Division. Updates are done whenever new CCTV reports become available or when pipe rehabilitations occur.

### 2.5 Sanitary Sewer Overflow Emergency Response Plan (OERP)

The City places the highest priority on SSO responses. All response activities and reporting are in compliance with our NPDES permit and are described in SOPP D-3.16 (appendix A). The City of Springfield is responsible for responding to all SSO's within the local collection system. The City of Eugene's Wastewater Division is responsible for all maintenance and emergency responses through an IGA at regional and local pump stations including proper documentation and notification of SSOs at these facilities. However, the City of Springfield is legally responsible for the causes of these responses.

**Commented [n40]:** Per my earlier comment, consider if this document is where you want to house all your SOPPs related to CDMO. Alternatively, the SOPPs can live elsewhere and, be referenced in this plan if need be.

**Commented [HC41]:** SOPPs are easily grabbed from the H drive. It should only take a few minutes to adjust the SOPPs each year.

**Commented [AS42]:** Yes for our city facilities

**Commented [HC43]:** Brian does this read right?

It is the policy of the City, that the Development and Public Works (DPW) Department reports all SSOs to the appropriate agencies, City staff, and the public as needed within a timely manner. All City employees, contractors, and other agents of the City who identify or are notified of an SSO are required to notify DPW staff so that appropriate reporting and response actions can be taken. The DPW Operations Division responds to identified SSOs without delay. Response includes identification of the source, repair or correction of the problem, clean-up of residual contaminated material, and mitigation of damage or harm under the direction of a Wastewater Supervisor who holds a Wastewater Collections Grade IV Certification.

### 2.6 Legal Authority

The City of Springfield has the following legal authorities in place:

- Springfield Municipal Code Chapters 3 and 4: [Municipal Code Chapters 3 & 4](#)
- Springfield Development Code Section 4.3-105: <http://qcode.us/codes/springfield-development/>
- Oregon DEQ delegation of authority letter to City for construction and approval of gravity collection system lines under OAR 340-52-040.
- Oregon DEQ authority for engineering standards and approvals of pump stations and force mains under OAR 340-52-040.

**Commented [n44]:** The most important aspects of legal authority pertain to I/I reduction from private laterals and the industrial source control and FOG municipal codes. I would discuss these at more length than just bullet points. What do we have authority over, what do we need to change, ideally, in order to be effective? Addressing the needs should be part of the plan.

**Commented [n45]:** Is this delegation of authority like the above bullet?

- City of Springfield Engineering Design Standards and Procedures Manual for Waste Water Systems:  
<http://www.springfield-or.gov/dpw/EngineeringDesignStandardsAndProceduresManual.htm>
- City of Springfield Standard Construction & Materials Specifications/standard drawings:  
<http://www.springfield-or.gov/dpw/StandardConstructionSpecifications.htm>
- Metropolitan Wastewater Management Commission Intergovernmental Agreement:  
<http://www.mwmcpartners.org/AboutMWMC/Documents/2005-IGA.pdf>
- City of Springfield IGA with City of Eugene for pump station maintenance.
- Uniform Pretreatment Ordinance and Administrative Rule 4.0503
- Uniform General Requirements for non-industrial dischargers (restaurants, film processing, medical labs, grease, etc.).
- Electronic Acceptance Standards Chapter 10 Section II of Engineering Design Standards and Procedures
- City of Springfield Pollution Control Manual for Maintenance Activities (PC BMP's)
- 2008 Wastewater Master Plan found at:  
<http://www.springfield-or.gov/dpw/Wastewater/SupportFiles/WastewaterMasterPlan.pdf>

Through the above legal authorities the City has control over public wastewater collection utility and is responsible for operating and maintaining it. The public collection system extends from the main line to the edge of the public right of way and includes all public utility easements. In order to maintain this system the City has a FOG program in place within the Municipal codes to reduce restaurant food waste which cause blockages within the system. In addition, the City enforces control over industrial dischargers and through general requirements over commercial entities such as restaurants, film processors, medical labs, etc.

In order to more effectively manage I/I it may be necessary to adjust the legal codes pertaining to the private laterals that feed into the public wastewater system. These private laterals may contribute significantly to high I/I rates during storms or when the soil is highly saturated.

### 3.0 Collection System Operation

#### 3.1 Budgeting

The Development and Public Works Department establishes a budget each fiscal year running from July 1st to June 30. The budget ensures that the City is fiscally responsible and cost effective in its services to the rate payers. The department establishes projected budgets for upcoming years as well as a five year plan for capital expenditure costs in order to set priorities and realistic implementation schedules. The collection system budget, fund 611, is funded by wastewater user fees. Each year the wastewater budget and any proposed rate increases must be approved by the City Council. A detailed report of Fund 611 can be found in Appendix B.

**Commented [HC46]:** Would it be helpful to describe the fee structure here.

**Commented [AS47]:** Should this be 5?



### 3.1.1 Capital Budgeting

The City's capital budget is prepared by the Managing Civil Engineer and is approved in June of each fiscal year. Capital improvements are critical to collection system operation as aging pipes has led to cracking, root intrusion, pipe collapses, and offset joints. Capital improvements, budgeted for Fiscal Year 16 through 20, can be found in appendix J.

### 3.1.2 Operations Budgeting

The Operations budget includes all funding for personnel and equipment for the collection system such as the CCTV van and the high velocity cleaning truck. Each year the collection system operation budget is prepared by the collection system's Operations Supervisor. In order to assure the approval of the budget by the City Council, the upcoming budget is prepared by late February each year. The FY16 collection system budget is approximately 1.6 million dollars.

**Commented [n48]:** It might be helpful to present the current annual operational budget categories and in addition, maybe a table that relates the CMOM elements to those existing cost categories, identifies any new categories that may be necessary, and maybe verbally describe that you intend to estimate a 5-year program plan assuming CMOM within the first year of program implementation for DPW internal consideration

### 3.2 Hydrogen Sulfide (H<sub>2</sub>S) Monitoring and Control

Hydrogen sulfide corrosion has not been observed within the City's collection system during CCTV or maintenance hole inspections and thus it is not considered a significant issue. It is believed that the velocity of the wastewater does not allow for the anoxic conditions necessary to create Hydrogen Sulfide. If corrosion is observed within the system, additional H<sub>2</sub>S monitoring and control activities will be considered on an as needed basis. Hydrogen Sulfide is currently only monitored when employees are entering a confined space.

**Commented [n49]:** Maybe we can say that ongoing CCTV efforts will assess for crown corrosion and if it begins to observed, additional H<sub>2</sub>S monitoring and control activities would be considered on an as-needed basis.

The maintenance hole atmosphere is monitored for Carbon Monoxide, Oxygen levels, Hydrogen Sulfide, and other gases before all entries. While working in a confined space employees are equipped with atmospheric testing equipment and gas detectors. If a monitor registers H<sub>2</sub>S, CO, or any other dangerous gas while an employee is working they are immediately hoisted out of the maintenance hole. Regular trainings occur to keep staff up to date on the procedures regarding hazardous gases and confined space.

### 3.3 Safety

The City has an active OSHA safety program that utilizes a Safety Committee comprised of management and Union represented staff that meets monthly. Regular safety trainings are provided throughout the course of the year to all Operations Division staff. Staff is rewarded for safe working practices through a safety incentive program during Monday morning Division meetings. The City conducts quarterly internal safety inspections and Crew Chiefs regularly visit field crews to confirm they are following safety practices. In addition, there is a daily stretching and strength conditioning program workers undergo to minimize injuries in the field.

**Commented [n50]:** This section could be strengthened if you listed safety program objectives and showed planned activities mapped to objectives.

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Safety Equipment and Training provided to staff includes:

- Gloves, confined space ventilation equipment, hard hats, safety glasses, steel toed boots, rubber boots, antibacterial soap, first aid kits, tripods or non-entry rescue equipment, fire extinguishers, equipment to enter maintenance holes, atmospheric testing equipment and gas detectors, oxygen sensors, Hydrogen Sulfide monitors, full body harness, protective clothing, traffic/public access control equipment, pneumatic and hydraulic systems safety, and LEL metering

### 3.4 Emergency Preparedness and Response

The City utilizes an on-call “Emergency Response Team” (ERT) for after-hours emergency coverage. Written procedures for the call out and notification process are posted and emailed to all employees. ERT members are regularly trained to deal with many scenarios. The City has an Emergency Manager who works with the Collection System management staff. Recent emergency response and preparedness activities include preparing a plan for catastrophic fire, flood, and earthquake events that disrupt the collections system.

**Commented [HC51]:** Needs further review, Brian and Mike

### 3.5 Modeling

The city does not currently have a formal collection system modeling plan in place. Some simple modeling is occurring within the Community Development Division using XPSWMM, a modeling software package used for wastewater, stormwater, and flood modeling. It will be necessary to develop a more complex model, calibrated with collected flow monitoring data, to help management decide which rehab and replacement projects will be the most beneficial in preventing SSOs and I/L. When it comes time for this to occur, the Community Development Division will hire a consultant. It is the goal of the city to create a flow modeling plan before deciding the location of the next collection system rehabilitation project.

**Commented [AS52]:** Let's put a more active description of our flow monitoring plan. It's first up on our to-do list.

**Commented [HC53]:** Tie the flow monitoring to modeling explain how they are correlated help calibration and what not Explain what goes into a model Possibly talk to ken vogeny

**Commented [AS54]:** Please replace anything that says Engineering Department with the correct division name. Is this Operations or CMD that will do the consultant hire?

### 3.6 Mapping

Contractors and developers submit all as-builts to the GIS Division in accordance to the electronic acceptance standards in Chapter 10 Section II of the City's Engineering Design Standards. These standards are required so that the City can collect and maintain accurate and reliable infrastructure information for the planning, design, construction and operation of public facilities; so that the City can meet obligations to maintain accurate records of public assets, and be able to serve the complex needs of diverse users of public information.

GIS receives “as-builts” as AutoCAD files and uploads them into the City's geospatial database. GIS has a long standing protocol for updating old assets and inputting new assets into the map server. To ensure consistency between systems, GIS has synchronized the map server and Infor so that all updates between the two systems happen simultaneously. Updates occur to the

systems when there is new construction, pipe rehabilitations, and TV inspections. Each CCTV report is reviewed by GIS for updates to the system. The CCTV crews input data in accordance to NASSCO standards allowing GIS to easily update the locations of various taps as well as pipe conditions within MAPSPRING.

GIS provides maps to the Operations division in pdf formats. GIS has the ability to generate maps with service tap, maintenance hole, and pipe location given that the line has CCTV data. The Operations Division uses all mapping information available both new and old for all subsurface work activities. Older maps utilize a basin approach to geographic organization. The basin approach organizes assets by a ten digit code pertaining to a basin, map page, section, and asset number. In this way each asset can easily be located based on its ten digit inventory code. The basin mapping style is the preferred method by Operations for locating system assets as there is no access to the map server while out in the field. Operations utilizes mapping for providing accurate utility locates, CCTViing, high velocity cleaning, and responding to SSOs and customer service requests.

GIS prefers a mapping method that is easier to use electronically. GIS has transcribed all mapping assets from the previously used paper maps into a geospatial database. Each asset has a unique code that can easily be queried by GIS to obtain information about an asset as well as its location.

Although maps from GIS follow the city code they are sometimes missing information that the collection system's crew deems critical. In the past when errors were found on the maps, as-built corrections were made and returned to GIS for changes in the map server, but that practice is no longer in place. Now when assets or information such as public lateral lines and maintenance hole stationing are identified as missing, it becomes the responsibility of the Infrastructure System Specialist (ISS), within Operations, to update the operations maps as well as the map server.

The ISS utilizes AutoCAD Map 3D and PDF's of the original "as-builts" to update information as to the distance from a maintenance hole to a service line, the length of service lines, and how far from the property line a service line is located. The ISS currently verifies much of the information he receives from GIS by having the CCTV crews TV lines that have incomplete information. As a part of the "Call before you dig" campaign sponsored by the Oregon Utility Notification Center it is the responsibility of the collection systems crew to mark all sanitary collection lines including public laterals that are in the public right of way. As the city continues to move towards establishing a plan for rehabbing private laterals, it will be increasingly critical to have accurate locates on the public laterals to which they connect.

### 3.7 New Construction

All new construction design within city limits is submitted for review by engineers within the Development and Public Works Department. Design standards must follow the City's Engineering Design Standards & Procedures Manual on the construction and maintenance of gravity sewers as delegated by the DEQ. All construction of pump stations and force mains are subjected to the design standards of the state. City design standards are updated every few years. It would be in the best interest of the ISS and the collection systems crew to require the following information for electronic submittals by contractors for laterals:

- Location of tap as measured from the center of the manhole
- End of pipe distance from the property line or property corner
- The overall length of the installed service line

All public improvement projects have a one year warranty from contractors. This warranty goes into effect when the public improvement project becomes city property by council approval. During the eleventh month after approval the community development engineering assistant notifies the department of the need for visual inspection. Newly constructed maintenance holes are tested and visually inspected during this month for I/I. Newly constructed or rehabilitated collection lines are checked for I/I using CCTV by contractors.

Most construction occurs during the drier summer months. As such the 11<sup>th</sup> month after construction is usually after the rainy season. It would be in the best interests of the City to do these inspections when wet weather I/I is still prevalent in late winter or early spring.

### 3.8 Pump Stations

The City has an intergovernmental agreement with the City of Eugene operations staff for pump station maintenance and repair. Monthly reports are created and provided by the City of Eugene for the City of Springfield.

## 4.0 Equipment and Collection System Maintenance

### 4.1 Planned and Unplanned Maintenance

The planned maintenance schedules are directed by the collection systems Maintenance Supervisor and are maintained within the Infor system. Maintenance includes high velocity cleaning, root sawing, and FOG cleanup processes which follow standard operating plans and procedures. Maintenance of the pump stations is performed by the City of Eugene. Maintenance reports are provided to the City of Springfield on a monthly basis with regards to the maintenance and costs associated with pump stations.

Unplanned maintenance may or may not be an emergency. Unplanned maintenance may include patching cracked pipes, CCTVing lines due to Customer Service Requests, high velocity cleaning of blocked lines, or root sawing. If a situation warrants emergency maintenance because of a possible SSO it is responded to immediately. In the case that an SSO does occur it will be responded to in accordance to the OERP under the guidance of a Maintenance supervisor with a Level 4 Wastewater certification. After hour emergency maintenance is responded to by the ERT on an on call basis.

#### 4.2 Wastewater Collection System Cleaning

The City of Springfield has policies, procedures, and management practices in place for sewer cleaning activities to ensure proper flow management to the Wastewater Treatment facility. The City has a high velocity cleaning program and root sawing program. Locations are identified for cleaning based on reported problems and call outs. Problem lines where SSO's have occurred or where known problems exist are cleaned twice a year. The City maintains the following information in the Asset Management database for sewer cleaning activities:

- Date, time, and location of routine cleaning activity
- Date, time, and location of stoppage removal
- Method of cleaning used
- Cause of stoppage
- Cleaning crew assigned, labor hours and materials used
- Further actions required
- Weather conditions

##### 4.2.1 High Velocity Cleaning

High velocity cleaning utilizes a high pressure hose that self propels itself from the City's Vactor truck to the upstream maintenance hole. A mechanical winch on the Vactor pulls the hose and debris downstream towards larger pipes with greater flow. This task is critically important to maintaining the capacity of the collection system and reducing the likelihood of SSOs as it removes dirt, grit, solids, roots, and FOG from the cleaned line. High velocity cleaning of the collection system is done on a routine, by basin approach, but it may also occur as unplanned maintenance when blockages are discovered through CSRs, CCTV crews, or maintenance hole inspections. The City maintains a "problem list" of lines that require more frequent cleaning due to excessive root intrusion or grease buildup. These collection lines are cleaned twice annually. It is the goal of the City to hydraulically clean 80% of the system each year so that every two years the entire system will be cleaned. As stated earlier all cleaning activities are carefully recorded within Infor.

##### 4.2.2 FOG Program



The City of Springfield does have a FOG program in its Environmental Services Division, although maintaining a FOG program is not specifically required under Schedule E of the MWMC NPDES permit for the wastewater treatment plant. As such, the NPDES permit does not establish any performance goals or criteria for a FOG abatement program. This is also true in the case of 40 C.F.R. part 403, which does not include any performance goals or criteria for managing a FOG abatement program. As a result, any performance goals for the program itself are those established internally by City of Springfield staff. The following goals are not codified, but are either stated or implied in the City's program documents relating to FOG:

- Ensure that the food service facilities in Springfield remain compliant with Chapter 4 of the Springfield Municipal Code (specifically the General Discharge Prohibitions) and the requirements of the General Requirement for Food Service Facilities.
- Respond to excessive FOG discharges in a timely and appropriate manner using our Enforcement Response Guide when appropriate.
- Prevent the occurrence of Sanitary Sewer Overflows and infrastructure failure resulting from FOG blockages.

The City has created an Enforcement Response Guide containing the relative information needed to deal with restaurants and businesses that have not complied with the rules needed to maintain these FOG related goals.

#### 4.2.3 Root Control Program

The City's Root Control Program seeks to limit root intrusion into the collection system which can lead to significant capacity reduction and if left unchecked, overflows. Roots slow the flow in collection lines which leads to the accumulation of debris and grease. The City has a number of lines located below vegetated easements leading to root intrusion.

Roots are removed by high velocity cleaning, mechanical cutting, or chemicals. When the cleaning crews discover a root intrusion that is too big to be ripped out by high velocity cleaning they fit the jetter with a root sawing attachment. The saw is propelled up from the downstream maintenance hole by the hydraulic pressure created by the jetter. The saw rotates and cuts through roots on the way up and pulls the debris down towards the downstream maintenance hole as it is reeled back.

Wastewater collection crews may use chemicals to remove root intrusions in pipes under 8 inches in diameter including public laterals. The City uses a foam and herbicide mixture on lines up to six inches in diameter. The City is also exploring the possibility of using this mixture on eight inch collection lines.

Root sawing and chemical root removal is done on an as needed basis in response to blockages in lines and customer service requests. The Wastewater Collections Maintenance Supervisor keeps a list of problem lines that are more prone to root intrusions. This list was developed using CCTV reports, reoccurring flow restrictions, and employee experience. Root sawing actions occur biannually for problem lines on this list. All root sawing actions are documented within the City's asset management system.

#### 4.3 Parts and Equipment Inventory

All trucks and heavy equipment used by the Wastewater Collections Program crews are serviced and maintained by the Fleet Maintenance Department. There is a written system in place for tracking the maintenance done on the fleet. The recorded maintenance log of each vehicle is kept within the vehicle. There is currently not a formal parts inventory for the fleet.

### 5.0 Collection System Capacity Evaluation – Testing and Inspection

#### 5.1 Flow Monitoring

Flow Monitoring is an important aspect tot capacity management of the collection system. Measuring summer base flows and winter peak and average flows is a way that the City can directly measure inflow and infiltration. CCTV, maintenance hole inspections, and pipe age can give an idea of where there is infiltration in the system but flow monitoring can give quantitative evidence of I/I. Measuring multiple basins will give the City the ability to prioritize I/I reduction measures on where they are most needed. Flow monitoring post rehabilitation of large public collection system projects can give the City an idea of whetherh there is significant I/I from the private laterals as well.

The City is currently conducting flow monitoring in several sub-basin areas, but does not have a formal Flow Monitoring Plan at this time. Springfield operates three rain gauges and nine Hach FL900 flow meters. The most recent meters were placed in fall of 2014 prior to the rainy season. Monitors were placed in select locations on the east side of the City in areas identified as needing further monitoring. In addition, the City's regional partner, MWMC, continues to operate 6 regional flow monitors on the major East and West Bank interceptor systems. The data from the flow monitoring is stored on a city laptop and analysis occurs as engineering resources become available. The City has collected flow data for both pre- and post-rehabilitation projects.

It has been identified through the City's Gap Analysis that a comprehensive flow monitoring program is needed. Currently the City's CIP calls for an RFP in order to receive direction for establishing a flow monitoring program. When the City resources are available for a comprehensive flow monitoring program, the wet weather master plan will be updated to include

**Commented [n55]:** This is a really important section with regional importance for the MWMC. In my opinion, this section needs to be filled in. There is an overall capacity management strategy that is missing and that ties all the parts (like flow monitoring) together. Again, I think a structure of goals, objectives, activities, tactics and performance measures really helps to shape how you think about these sections. Put another way, if you impose that structure on this section, I think it forces you to have essential strategic conversations internally.

**Commented [n56]:** Explain why Flow monitoring is important in terms of objectives (i.e., capacity modeling and projection [which we don't do but is maybe important] understanding which basins have significant I/I and prioritize activities around those basins, and determining contributions of I/I from the private system). Explain what we do now, but emphasize what we plan to do. Flow monitoring fits into a larger capacity management strategy, which I think needs to be filled in a little more.

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**Commented [HC57]:** Ask Jeff if this is true master plan first or flow monitoring program first

Brian we reworkd this and accepted changes

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a section with regards to development of a formal flow monitoring program. This program, whether developed in house by engineering or by an outside consultant, should develop collection system modeling and analytical capability that will interface with Infor, the Asset Management System. This will establish access for Engineering and Operations staff to use the data as needed in order to prioritize rehabilitation measures within basins with significant I/I contribution. Additionally, the data will be useful in providing engineering or a consultant with the ability to construct and calibrate the City's flow model.

## 5.2 Collection System Testing

### 5.2.1 Dye Testing

The City conducts Dye Tests as described in SOPP M-6.3 (Appendix C). The Wastewater Collections crew uses dye testing for troubleshooting collection system problems as well as illegal connections, broken or leaking pipes, and cross connections between sanitary and storm pipes. This is done by pouring the liquid dye into the system upstream of the study area. The study area must then be continually overseen for the appearance of dye. Dye testing results are provided to the Wastewater Collections Program Supervisor. Dye testing is only used on an as needed basis per customer request.

### 5.2.2 Smoke Testing

The City conducts Smoke Testing, as described in SOPP M-6.4 (Appendix D), on an as needed basis for surveying conditions, identifying pipeline locations, identifying system faults, and troubleshooting problem locations. A variety of system faults may be located by smoke testing including: cross connections between storm and sanitary systems, cracked or broken pipes and faulty joints, illegal connections, faults in private sewer laterals, and improper vents and traps in buildings. The City smoke tests pre- and post-rehabilitation in order to assess the effectiveness of the rehabilitation.

The Operations division has a goal to smoke test an average of 10,000 feet of pipe each year. However, depending on staffing levels, there may be substantially more or less testing carried out in a given year. All smoke testing is videoed to document any faults that may have been found. Residents may be shown these videos if they are notified that there is a problem on the private side of the collection system.

## 5.3 Collection System Inspection

### 5.3.1 CCTV Inspection



The City conducts CCTV inspections as described in SOPP M-6.2. As part of the preventative maintenance of the City's collection system, closed circuit television systems are used to visually inspect subsurface pipelines. Two types of television systems are available. The standard television inspection system is used for routine inspection of complete pipeline segments of 8" in diameter or greater. The micro television system is used for inspecting spot locations, identifying problem locations, and in pipelines 6" or less in diameter.

The Operations Division visually inspects the entire collection system in an 8 to 10 year time span. This is done systematically on a per basin approach following high velocity cleaning. The amount of routine TV inspection that occurs in a given year varies as unplanned maintenance takes precedence over this inspection. This includes inspecting new construction during warranty periods, pipeline failures, system problem spots, and locating various taps and clean outs to determine lateral line repair responsibility. These activities are done while responding to customer service reports (CSR) and verifying stationing before and after rehabilitation. When street construction is to occur the collections crew CCTVs the subsurface pipelines to determine whether collection lines should be rehabbed at the same time as the street construction.

Springfield utilizes the nationally recognized NASSCO standards for documenting CCTV data. This data is input into Infor and used by the GIS Division to update the city's GIS system and "as-builts" post construction. NASSCO data standards include the gathering and recording of the following information on pipe conditions:

- Pipe diameter, line segment footage, and joint spacing
- CCTV operator's name
- Overall location of the line within the collection system (this is usually referenced based upon the upstream and downstream maintenance holes)
- Cleanliness of the line
- Results of the inspection
- Overall pipe condition

We use CCTV inspections to identify the following conditions for cleaning, maintenance, and rehabilitation activities.

- Failed linings
- Leaking laterals
- Illegal connections
- Fats, Oils, and Grease (FOG)
- Voids or holes
- Debris (with type)
- Pipe sags or deflection



- Joint separation
- Crushed and/or collapsed pipes
- Offset joints
- Root intrusions

### 5.3.2 Maintenance hole Inspection

Maintenance hole inspections are done visually with basic documentation in accordance with SOPP M-6.1 (Appendix E). These inspections check for obvious signs of blockages, condition of the frame and cover, buildup of FOG and roots, location, flow characteristics, and I/I from maintenance hole covers and walls. Most inspections are done by newer employees as a training method for familiarizing themselves with the map system. It is planned that a more systematic approach to inspection will occur as more staff becomes available.

## 6.0 Collection System Rehabilitation

The objective of sewer rehabilitation is to maintain the overall viability of the collection system. This is done by: ensuring its structural integrity; limiting the loss of conveyance and wastewater treatment capacity due to excessive I/I; and limiting the potential for groundwater contamination by controlling exfiltration from the pipe network. The rehabilitation program should be built from information obtained from all forms of maintenance and observation activity as part of the capacity evaluation and asset inventory to assure the ability of the system to function properly. Rehabilitation should take place before it is required as an emergency maintenance activity.

The DPW focuses its rehabilitation efforts of the collection system on the public system. Rehabilitation efforts and design may call for open pit pipe replacement, pipe bursting, slip lining, or pipe patching.

### 6.1 Open Cut Pipe Replacement

Open cut pipe replacement requires contractors to remove and replace the existing defective pipe in the public right of way and or easements, including replacement of the service lateral to the private property line. Contractors are required to obtain utility locates prior to excavation. This type of replacement is most frequent when the pipe is easily accessible from the surface.

### 6.2 Pipe Bursting and Slip Lining

Pipe bursting is done when above ground access to the pipe is difficult or expensive. The new HDPE pipe is pulled through an existing pipe of equal or lesser diameter from an insertion pit to

a receiving pit. This method generates enough force to shatter the existing pipe and increases the capacity of the new pipe.

Slip lining is similar to pipe bursting but the new pipe is of slightly lesser diameter than the existing pipe. Holes are drilled in the new pipe where there are connections for laterals. Slip lining leads to a reduction in volume of pipe but not capacity as the new pipe creates less friction with the water.

### 6.3 Pipe Patching

The Operations division has the ability to patch pipes up to 8 inches in diameter. This method uses a woven fabric and resin wrapped around a bladder and inserted into the pipe. When the bladder is inflated the resin cures over small holes and cracks creating a watertight seal. CCTV is used to determine the exact location that the patch is needed and high velocity cleaning occurs in the pipe just prior to the patch to ensure that there is a good seal.

### 6.4 Current Projects

Currently, there are no pipe rehabilitations taking place within the City. The next pipe rehabilitation is set to commence in summer of 2016.

Peak inflow rates at the MWMC treatment facility may also be due to leaks in the private laterals connected to the collection system. Quantifying this contribution of I/I from deteriorated private laterals is difficult, but it is considered potentially significant. The City currently does not have a written policy enforcing the upkeep of these private laterals. Discussions are being held within the Wastewater policy meetings and City Council meetings in order to approach a private lateral rehabilitation program.

### 7.0 Self-Evaluation

Members from the Operations, Environmental Services, and Community Development Divisions as well as IT Department will convene quarterly for a CMOM program updates, and annually for a comprehensive CMOM overview. The agenda of this meeting will be a discussion on the development and implementation of this CMOM program including its progress and obstacles. Before the meeting takes place the following actions will need to occur.

- Update the CMOM program with relevant information as to inventory, dates, and projects. Please see appendix for more details.
- Update the appendices. Some items in the appendix ~~are continually~~ should be updated quarterly such as safety trainings and SOPPs.
- An updated version of the collection system map (Appendix G).

**Commented [A558]:** Put in the correct references here. IT Department? CMD?

**Commented [n59]:** Should this be discussed in Section 2.1.3 – Internal Communications?

**Commented [n60]:** This is a great meeting to have, but it is very high level. Each element in the plan is made up of activities and processes, some of which should be evaluated periodically to understand if they are working effectively to meet specific identified objectives. My sense is the meeting you've described here is too broad to do that. Moreover, different subject experts would be involved depending on the specific activities or elements being reviewed.

**Commented [n61]:** What do you mean by inventory? Is this stock of shelved parts and material?

**Commented [n62]:** In my opinion, you are making busy work for yourselves if you require the CMOM plan (the thing that goes on the book shelf) to be updated with SOPPs and trainings every year. Those programs and associated binders and files can live independently elsewhere and be incorporated into the plan by reference only.

In order to quantify the effectiveness of this program it is necessary to establish performance metrics for the maintenance and operation of the collection system. All activities undertaken by the CMOM operations crew are monitored and tracked through the Infor Asset Management system. Maintenance target distances, time spent per task, SSOs, and blockages are measured and tracked daily. Metrics have been established through review of these activities. The CMOM annual meeting will reserve time for reviewing and reevaluating the metrics set forth by this program (Appendix F). Each year an internal report will be generated from Infor before the meeting which will include the following metrics.

- SSOs per 100 miles per year
- SSOs per year and their causes
- Emergency Response Reports
- Odor Complaints
- Customer Service Calls
- Maintenance Targets
  - Miles of CCTV
  - Miles of High velocity Cleaning
  - Number of Maintenance hole Inspections
  - Feet of Smoke Testing
  - Feet of Dye Testing
- Work Order Ratios (preventative to reactive maintenance) ?
- Number of Blockages per year
- Root Removal Efforts
- Grease Removal Efforts (Staff Updates to FOG Program)
- Cured-in-place sewer lining rehabilitation efforts
- Pipe and Maintenance hole repair efforts
- Updated Sewer Map (GIS and Operations Staff)
- Report as to the status of all collections lines rehabbed in the previous year
- Report on any additions to this plan

**Commented [n63]:** In my opinion, meetings are generally not a good venue to do evaluative technical work. A meeting could be a good place to review draft recommendations made earlier by teams or individuals who have done the evaluations and compiled them in a memo or report.

**Commented [n64]:** This is great! But this list of metrics doesn't mean much without activities and processes to measure. Which processes, what data gets collected, who and how does the data get collected, who evaluates and reports (recommendations could be part to the evaluation and report), who puts the report together (someone to collate evaluations and recommendations from various work groups/teams)? Who is the team or individual that reviews the annual report?

Each internal report will be useful in comparing yearly cleaning activity accomplishments to one another. Many activities, including maintenance targets, occur on a multiyear time cycle and must be measured as an average accomplishment over many years in order to be effective. In addition, Each internal reports will be saved for a period of ten years as ato document to the efforts that the City of Springfield has taken to eliminate sanitary sewer overflows.

**Commented [n65]:** More important than retention policy is how the reports will be used to adaptively manage. Some

**Commented [HC66]:** Staff should determine the frequency and storage parameters for these reports Infor?

**Commented [n67]:** What about removing I/I and ensuring capacity and function of the collection and conveyance system?



**Appendix**

D-3.16_Sanitary Sewer Overflow Response Plan .....	A
CMOM Budget .....	B
SOPPM-6.3 Dye testing.....	C
SOPPM-6.4 Smoke Testing .....	D
SOPPM-6.1 Manhole Inspection .....	E
Performance Metrics 2015-24.....	F
Overview of Collection System Map.....	G
Wastewater Collection Systems Support Staff .....	H

**Commented [HC68]:** Do we want to disclose this information  
Do we want all of this to be public because then we are liable and  
taking a trisk

Infor printout of sewer description .....	1
Customer Service Request Example.....	4
Alert of Construction Example .....	5
Recent Safety Sign in Copy .....	9
Pump Station Example Report.....	11
High Velocity Cleaning SOPP.....	13
FOG Program.....	15
ERT Training Sign In.....	
List of Problem Lines.....	
Local Fee Structure .....	



### **Yearly Updates**

The following items will need to be updated within the CMOM program on a yearly basis

- 1.1 Customers, acre area, population served, miles of gravity sewer, miles of force main pipes, pump stations, maintenance holes, size of pipes, type of pipe, plant capacity, days with flow over 100 MGD, average of flow of days that are over 100 MGD
- 2.1.1 Organizational structure of the DPW, budgeted FTE
- 2.2.1 Capital Project Improvements set to occur in next year
- 2.3.3 Is there a formal parts inventory
- 2.4.1 Most recent flow monitors were place in (date)
- 2.5 Current Projects

### **Things to Note**

The following is a list of important aspects of the CMOM program that should be tracked and given special attention to. This may include future goals or items that may change regularly. Upon review of these items changes may need to be made in the CMOM plan.

1.2 Implement feasible steps to stop and mitigate the impacts of sanitary sewer overflows from any portion of the collection system.

Establish a collection system management planning framework for ongoing improvement and to inform system rehabilitation needs.

2.1.1 The EPA suggests that a city with a population of 50,000 should have 16 FTE dedicated to operation and maintenance of the collection system. The City has fewer employees than recommended

2.1.2 Lockout/Tagout program, MSDS, Confined Spaces Permit, Trenching and Excavation, Biological Hazards in Wastewater, Traffic Control, Record Keeping, Pipe Repair, SSO Response, CCTV, Routine Line Maintenance, and Work Site Safety.

2.1.3 Recent topics that have been discussed are how to approach a private lateral replacement program and how to expand the current flow monitoring program.

2.1.5 Springfield uses Autodesk and ESRI geospatial software to manage data. In addition, the city has recently upgraded its Asset Management System from Hansen 7 to Infor.

Updates are done whenever new CCTV reports become available or there is some sort of pipe rehabilitation.

2.2.2 Monitoring (Whole Section)

2.2.6 Modeling (Whole Section)

2.2.7 As the city continues to move towards establishing a plan for rehabbing private laterals, it will be increasingly critical to have accurate locates on the public laterals to which they connect.

2.2.8 Most construction occurs during the drier summer months. As such the 11th month after construction is usually after the rainy season. It would be in the best interests of the City to do these inspections when wet weather I/I is still prevalent in late winter or early spring.

2.3.2 Problem lines where SSO's have occurred or where known problems exist are cleaned twice a year.

The City is also exploring the possibility of using "RootX" on eight inch collection lines.

2.4.1 Monitors were placed in select locations on the east side of the City in areas identified in the City's 2008 Wastewater Master Plan as needing further monitoring.

It is the goal of the city to prepare a formal Flow Monitoring Plan and develop collection system modeling and analytical capability with an interface to the Asset Management system that will allow direct access for Engineering and Operations staff to utilize the flow data for adaptive management.

2.4.2 Operations division has a goal to smoke test 10,000 feet of pipe each year

2.4.3 The Operations Division visually inspects the entire collection system in an 8 to 10 year time span.

It is planned that a more systematic approach to inspection will occur as more staff becomes available.

2.5 Discussions are being held within the Wastewater policy meetings and City Council meetings in order to approach a private lateral rehabilitation program.

### 3.0

- Update the CMOM program with relevant information as to inventory, dates, and projects. Please see appendix for more details.
- Update the appendices. Some items in the appendix are continually updated such as safety trainings and SOPPs.
- An updated version of the collection system map.

Each year an internal report will be generated before the meeting which will include the following metrics.

- SSOs per 100 miles per year
- SSOs per year and their causes
- Emergency Response Reports
- Odor Complaints
- Customer Service Calls
- Maintenance Targets
  - Miles of CCTV
  - High Velocity Cleaning

- Maintenance hole Inspections
- Smoke Testing
- Dye Testing
- Preventative to reactive maintenance work order ratios
- Number of Blockages per year
- Root Removal Efforts
- Grease Removal Efforts
- Cured-in-place sewer lining rehabilitation efforts
- Pipe and Maintenance hole repair efforts
- Updated Sewer Map
- Report as to the status of all collections lines rehabbed in the previous year
- Report on any additions to this plan

Each internal report will be saved for a period of ten years as a document to the efforts that the City of Springfield has taken to eliminate sanitary sewer overflows.







APPENDIX F  
PUMP STATION  
INTERGOVERNMENTAL  
AGREEMENT

**CONTRACT FOR OPERATION AND MAINTENANCE**

**OF**

**THE SPRINGFIELD WASTEWATER PUMP STATIONS**

**WHEREAS**, the City of Springfield is a municipal corporation of the State of Oregon, and is hereinafter designated as Springfield; and,

**WHEREAS**, the City of Eugene is a municipal corporation of the State of Oregon, and is hereinafter designated as Eugene; and,

**WHEREAS**, Eugene employs personnel qualified to operate and maintain Springfield's wastewater pump stations and has effectively performed this service for Springfield under previous contract since July 1, 1982.

**NOW, THEREFORE**, in consideration of the mutual considerations hereinafter set forth, it is hereby agreed by and between Springfield and Eugene as follows:

1. **Term:** The contract shall be renewed and effective on August 1, 2000, and shall remain in effect until either party should choose to withdraw from the agreement. Either party may call for a review of the contract for evaluation or amendments. Either party may withdraw from the agreement by giving 30-day notification to the other; this contract supersedes all previous agreements.
2. **Applicability:** This agreement applies to all wastewater pump stations which are more particularly described and set forth in Exhibit "A" attached hereto and incorporated herein by reference. This agreement also applies to any wastewater pump stations for which Springfield has given Eugene written notice that said pump stations have been accepted by Springfield during the term of this contract.
3. **Operations and Maintenance Activities:** Eugene shall accomplish and be responsible for performing the operations and maintenance activities more particularly described and set forth in exhibit "B" attached hereto and incorporated herein by reference. The pump stations will be operated and maintained in a manner consistent with the standard practices used to operate and maintain the regional (MWMC) and Eugene wastewater pump stations, unless equipment manufacturer's or supplier's recommendations or guarantee pre-conditions are more stringent, in which case the more stringent standard shall apply.
4. **Payment:** Except where the costs for a particular corrective action exceeds \$5,000; Eugene will pay all costs for routine operations and maintenance activities. If the estimated total cost for a maintenance or operational activity exceeds an estimate of \$5,000; prior authorization shall be obtained by Eugene from Springfield. After such authorization and upon completion of the authorized activity, Springfield will reimburse Eugene immediately as administratively practicable upon receipt of invoices for the activity.

At the discretion of Eugene management personnel, an expenditure in excess of \$5,000 may be made in the event of any emergency. In the event of such expenditure, Springfield shall reimburse Eugene immediately as practicable upon receipt of invoice for the activity.

Apart from those expenditures for an operational or maintenance activity in excess of \$5,000; all remaining costs for operation and maintenance of the Springfield wastewater pump stations will be submitted quarterly by Eugene to Springfield for reimbursement.

5. **Accounting:** Eugene will submit each month to Springfield a summary report of operational and maintenance activities, major expenditures, and anticipated future needs to maintain and operate the pump stations.

All records at the pump stations will be maintained in accordance with current record keeping practices. Any changes in record keeping must be approved by Springfield. Eugene will prepare a budget for expected operational and maintenance expenses and present it to Springfield in a timely manner for inclusion in the development of Springfield's annual budget.

6. **Emergencies:** Eugene shall maintain and provide continuous 24-hour per day service and emergency response to alarms and operational problems occurring at the pump stations. In responding to service calls and emergencies, Eugene will give higher priority to those pump stations where the need and/or the potential impact is greater. The priority of response actions will be determined by Eugene, unless otherwise specifically instructed by Springfield.

It will be the responsibility of Eugene's Wastewater Division to notify the state Department of Environmental Quality (DEQ) in the event of any overflow of wastewater caused by a failure of pump station equipment or operation. Springfield will have the responsibility to notify the DEQ in the event of an overflow of wastewater caused by any other problem in the wastewater collection system and that is not directly attributable to a pump station failure. Notification of the public, where necessary to prevent exposure to wastewater, will be the responsibility of Springfield in all cases. In the case of an emergency at one of the wastewater pump stations covered in this agreement and at the request of Eugene, Springfield will provide support (equipment and manpower) if available.

7. **Installation of Equipment Monitors:** The equipment necessary to monitor conditions at each pump station shall be installed at the expense of Springfield.
8. **Status:** In providing the services specified in this agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
9. **Indemnification:** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to defend, indemnify, and save the other harmless from any claims, liability, or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
10. **New Pump Stations:** Springfield shall in the planning, construction, review and inspection of new pump stations consult with Eugene.

Eugene's Wastewater Division shall provide recommended specifications for the design of wastewater pump stations. It shall be the responsibility of Springfield to approve design plans for the pump stations and ensure proper construction in accordance with the approved plans. The Wastewater Division may request to participate in the inspection process for information purposes. The Wastewater Division shall be included in the performance testing of new pump stations. All new or modified pump stations must meet applicable local, state, and federal safety regulations prior to final acceptance under this agreement for operation and maintenance by the Wastewater Division.

Springfield shall consult with the City of Eugene Wastewater Division prior to the acceptance of any new stations. Alarms must be installed and fully functional prior to acceptance.



11. **Attorney's Fees:** In the event a suit or action is instituted by either party to procure any remedy for breach thereof, it is understood and agreed by the parties hereto that the prevailing party shall be awarded such sum as the court may adjudge as reasonable attorney's fees in such suit or action, including fees or appeal.

RJL  
JH  
CITY OF EUGENE:  
By: James R. Johnson  
James R. Johnson, City Manager  
Date: 8-2-00

CITY OF SPRINGFIELD:  
By: Michael A. Kelly  
Michael A. Kelly, City Manager  
Date: 8/16/00

REVIEWED BY  
CITY OF SPRINGFIELD  
RISK MANAGEMENT  
[Signature]  
NAME  
8-14-00  
DATE

REVIEWED & APPROVED  
AS TO FORM  
Joseph J. Leahy  
DATE: 8/14/2000  
OFFICE OF CITY ATTORNEY

APPENDIX "A"

Local Springfield Sewage Pump Stations

	<u>Station Name</u>	<u>Location Code</u>
1.	Harlow Road	70
2.	Ramada	85
3.	Ken Ray	79
4.	21 <sup>st</sup> and "E" Streets	76
5.	Hayden-Lo	73
6.	Marcola Road	77
7.	15 <sup>th</sup> Street	81
8.	49 <sup>th</sup> Street	80
9.	Golden Terrace	71
10.	Lucerne Meadows	72
11.	Commercial	75
12.	Olympic	82
13.	Deadmond's Ferry	74
14.	Otto Street	83
15.	Nugget Way	78
16.	River Glen	88
17.	42 <sup>nd</sup> & Olympic	87

## APPENDIX "B"

1. Inspect all pump stations as often as necessary to ensure that the pumps, motors and control system are functioning normally.
2. Test the function of the telemetry equipment used to monitor pump stations at least once per quarter.
3. Evaluate pumping efficiency of all pump stations annually.
4. Provide routine preventive maintenance of all pump stations so as to permit continuous and uninterrupted use of the wastewater collection/transmission system.
5. Schedule wet well cleaning and maintain wet wells so as to prevent odor nuisance, remove grease buildup, and permit efficient operation of the wastewater pumps.
6. Provide grounds and building maintenance such as painting, lawn and shrub care, etc.
7. Specify capital replacement needs in a timely manner so that the required expenditures can be included in the annual budget process.
8. Prepare and provide long range plans including schedules for rehabilitation of wastewater pump stations as age and/or performance requirements change.
9. Other activities as necessary to ensure effective and efficient use of the facilities identified in Appendix "A".



**Public Works**  
Wastewater Division

---

City of Eugene  
410 River Avenue  
Eugene, Oregon 97404  
(541) 682-8600  
(541) 682-8601 FAX

**Date:** July 31, 2000  
**To:** Contract Signees  
**From:** Linda Delaplain, Contract Administrator  
**Subject:** Springfield Pump Station Operation & Maintenance

Attached is a revised copy of the Springfield Pump Station Operation & Maintenance contract that you signed recently. After all the signatures were completed it was discovered that there was two minor changes that needed to be made. Those changes are on:

- ✓ Page 1, under "Term" – the date was changed from January 1, 1992 to August 1, 2000.
- ✓ Page 4, Appendix section – item 18 was removed (Glenwood Pump Station). Glenwood has actually been moved to a regional pump station and therefore, is funded with regional sewer funds.

Please sign the revised document and route back to me as soon as possible.





# MEMORANDUM

City of Eugene  
410 River Avenue  
Eugene, Oregon 97404  
(541) 682-8600  
(541) 682-8601 FAX

**Date:** May 25, 2000

**To:** Myrnie Daut

**From:** Dave Breitenstein *DB*

**Subject:** Contract for Operation & Maintenance of Springfield Pump Stations

REVIEWED BY  
CITY OF EUGENE  
RISK SERVICES  
*Cathy Green* 5-30-00  
NAME DATE

I would appreciate your review of the attached draft revisions to the contract between the City of Eugene and the City of Springfield. The last revisions to the contract were in 1994. The document shows recommended edits (additions-bold and strikeouts) which I first sent to Springfield. Springfield's attorney, Joe Leahy, has reviewed and his comments are provided along with additions recommended by Springfield's Risk Manager. I also penciled in the additional edits based on their questions and comments. I may be contacted directly at 682-8611 for any questions.

Let me know how you prefer to proceed. I was intending to send to the City attorney's office for review but don't mind if you forward it.

*On appendix "B" I'd suggest  
"as often as reasonably necessary"...*

*Craig's ind. lingo looks ok.*

*g  
5-30*

*Look ok.  
WP.  
5/26/00*

## MEMORANDUM OFFICE OF CITY ATTORNEY

DATE: April 17, 2000

TO: Keith Miyata  
Maintenance Supervisor

FROM: Joe Leahy  
Office of City Attorney

SUBJECT: Contract for Operation and Maintenance between the City of Springfield  
and the City of Eugene Wastewater Pump Stations

REVIEWED BY:  
CITY OF EUGENE  
RISK SERVICES  
NAME: *Cathy Wilson*  
DATE: *4-17-00*

Thank you for the opportunity to review the above referenced Contract. On the basis of that review we have the following suggestions and comments. The suggestions and comments will be keyed to the respective section numbers of the Contract.

**Section 2** There is a reference in Section 2 to Exhibit A. That reference should be to Appendix A or alternatively retitle Appendix A to Exhibit A. Also, Appendix A still uses the terminology local Springfield Sewage Pump Stations. Should these be referenced instead to Wastewater Pump Stations?

**Section 6** In three instances the word raw has been left in the second paragraph prior to the word wastewater. Is that correct? Do we have raw wastewater?

**Section 7** I am assuming that you will appropriately delete or leave in based on facts.

**Section 8** I agree with Craig Gibons request that the two paragraphs he provided be substituted for your Section 8.

With respect Appendix A-1, where is that Appendix referenced?

With the exception of the above comments and suggestions, the contract appears satisfactory.

JJL:ilk

cc: Craig Gibons  
John Hiltbrand  
Susie Smith

04:11:00 TUE 09:10 FAX

MAINTENANCE 003  
 REVIEWED BY  
 CITY OF EUGENE  
 RISK SERVICES  
 NAME *Carol [Signature]*  
 DATE *5-20-00*

- 8. ~~1.~~ **Status.** In providing the services specified in this agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
- 9. ~~2.~~ **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to defend, indemnify, and save the other harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

KEITH - I would like to see  
 PR's replaced with these two  
 PR's. HAVE Eugene people call  
 me if any problem w/ this.

Thanks -  
 CRAIG  
 Risk Manager  
 726-3706

CONTRACT FOR OPERATION AND MAINTENANCE

OF

THE SPRINGFIELD SEWAGE WASTEWATER PUMP STATIONS

WHEREAS, the City of Springfield is a municipal corporation of the State of Oregon, and is hereinafter designated as Springfield; and,

WHEREAS, the City of Eugene is a municipal corporation of the State of Oregon, and is hereinafter designated as Eugene; and,

~~WHEREAS, on July 1, 1982, Springfield personnel responsible for the operation and maintenance of the Springfield sewage pump stations were transferred to Eugene and are now the employees of Eugene; and,~~

~~WHEREAS, Springfield no longer has personnel qualified to operate and maintain the Springfield sewage pump stations;~~

WEREAS, Eugene employs personnel qualified to operate and maintain Springfield's sewage wastewater pump stations and has effectively performed this service for Springfield under previous contract since July 1, 1982.

NOW, THEREFORE, in consideration of the mutual considerations hereinafter set forth, it is hereby agreed by and between Springfield and Eugene as follows:

1. **Term:** The contract shall be renewed and effective on January 1, 1992, and shall remain in effect until either party should choose to withdraw from the agreement. Either party may call for a review of the contract for evaluation or amendments. Either party may withdraw from the agreement by giving 30-day notification to the other; This contract supersedes all previous agreements.
2. **Applicability:** This agreement applies to all ~~sewage wastewater~~ <sup>Appendix</sup> pump stations which are more particularly described and set forth in ~~Exhibit "A"~~ <sup>Appendix</sup> attached hereto and incorporated herein by reference. This agreement also applies to any ~~sanitary sewer wastewater~~ pump stations for which Springfield has given Eugene written notice that said pump stations have been accepted by Springfield during the term of this contract.
3. **Operations and Maintenance Activities:** Eugene shall accomplish and be responsible for performing the operations and maintenance activities more particularly described and set forth in ~~Exhibit "B"~~ <sup>Appendix</sup> attached hereto and incorporated herein by reference. The pump stations will be operated and maintained in a manner consistent with the standard practices used to operate and maintain the regional (MWMC) and Eugene ~~sewage wastewater~~ pump stations, unless equipment manufacturer's or supplier's recommendations or guarantee pre-conditions are more stringent, in which case the more stringent standard shall apply.
4. **Payment:** Except where the costs for a particular corrective action exceeds ~~\$2,000~~ <sup>\$5,000</sup>, Eugene will pay all costs for routine operations and maintenance activities. If the estimated total cost for a maintenance or operational activity exceeds an estimate of ~~\$2,000~~ <sup>\$5,000</sup>, prior authorization shall be obtained by Eugene from Springfield. After such authorization and upon completion of the authorized activity, Springfield will reimburse Eugene immediately as administratively practicable upon receipt of invoices for the activity.

At the discretion of Eugene management personnel, an expenditure in excess of ~~\$3000~~ <sup>\$5,000</sup>



may be made in the event of any emergency. In the event of such expenditure, Springfield shall reimburse Eugene immediately as practicable upon receipt of invoice for the activity.

Apart from those expenditures for an operational or maintenance activity in excess of ~~\$2,000~~ \$5,000, all remaining costs for operation and maintenance of the Springfield sewage wastewater pump stations will be submitted quarterly by Eugene to Springfield for reimbursement.

5. **Accounting:** Eugene will submit each month to Springfield a summary report of operational and maintenance activities, major expenditures, and anticipated future needs to maintain and operate the pump stations.

All records at the pump stations will be maintained in accordance with current record keeping practices. Any changes in record keeping must be approved by Springfield. Eugene will prepare a budget for expected operational and maintenance expenses and present it to Springfield in a timely manner for inclusion in the development of Springfield's annual budget.

6. **Emergencies:** Eugene shall maintain and provide continuous 24-hour per day service and emergency response to alarms and operational problems occurring at the pump stations. In responding to service calls and emergencies, Eugene will give higher priority to those pump stations where the need and/or the potential impact is greater. The priority of response actions will be determined by Eugene, unless otherwise specifically instructed by Springfield.

*substitute "overflow" for "spill" and delete "raw."*

It will be the responsibility of Eugene's Wastewater Division to notify the state Department of Environmental Quality (DEQ) in the event of any ~~spill of raw sewage wastewater~~ caused by a failure of pump station equipment or operation. Springfield will have the responsibility of notifying the DEQ in the event of a ~~spill of raw sewage wastewater~~ caused by any other problem in the wastewater collection system and that is not directly attributable to a pump station failure. Notification of the public, where necessary to prevent exposure to ~~raw sewage wastewater spills~~, will be the responsibility of Springfield in all cases. In the case of an emergency at one of the sewage wastewater pump stations covered in this agreement and at the request of Eugene, Springfield will provide support (equipment and manpower) if available.

7. **Installation of Equipment Monitors:** The equipment necessary to monitor conditions at each pump station shall be installed at the expense of Springfield. ~~and/or the Metropolitan Wastewater Management Commission.~~ **(Delete if contract has no relationship to regional stations.)**
8. **Indemnification:** In the event that Eugene fails to perform the reasonable operations, maintenance and emergency response functions required by this agreement, Eugene shall defend, indemnify and hold harmless Springfield from all claims, costs, damages, suits and liability arising out of said operational and maintenance activities. Eugene further agrees to replace at Eugene's expense any and all equipment which is damaged and requires replacement where damage results from the negligence of Eugene in performing the operational and maintenance activities.

In the event that Springfield fails to perform any condition required by this agreement, including specifically but without limitation, the requirement for payment and/or authorization to perform as described in paragraph number 4, Springfield shall defend, indemnify and hold harmless Eugene from all claims, costs, damages, suits and liability arising out of said failure to perform said conditions.

9. **New Pump Stations:** Springfield shall in the planning, construction, review and inspection of new pump stations consult with Eugene.

Eugene's Wastewater Division shall provide recommended specifications for the design of raw-

sewage *wastewater* pump stations. It shall be the responsibility of Springfield to approve design plans for the pump stations and ensure proper construction in accordance with the approved plans. The Wastewater Division may request to participate in the inspection process for information purposes. The Wastewater Division shall be included in the performance testing of new pump stations. All new or modified pump stations must meet applicable local, state, and federal safety regulations prior to final acceptance under this agreement for operation and maintenance by the Wastewater Division.

*Springfield shall consult with the City of Eugene Wastewater Division prior to the acceptance of any new stations. Alarms must be installed and fully functional prior to acceptance.*

10. *Attorney's Fees:* In the event a suit or action is instituted by either party to procure any remedy for breach thereof, it is understood and agreed by the parties hereto that the prevailing party shall be awarded such sum as the court may adjudge as reasonable attorney's fees in such suit or action, including fees or appeal.

**CITY OF EUGENE:**

By: \_\_\_\_\_  
Jim Johnson, City Manager

Date: \_\_\_\_\_

**CITY OF SPRINGFIELD:**

By: \_\_\_\_\_  
Michael A. Kelly, City Manager

Date: \_\_\_\_\_

APPENDIX "A"  
*Wastewater*  
Local Springfield Sewage Pump Stations

<u>Station Name</u>	<u>Location Code</u>
1. Harlow Road	70
2. Ramada	85
3. Ken Ray	79
4. 21 <sup>st</sup> and "E" Streets	76
5. <u>Hayden-Le Road</u>	73
6. Marcola Road	77
7. 15 <sup>th</sup> Street	81
8. 49 <sup>th</sup> Street	80
9. Golden Terrace	71
10. Lucerne Meadows	72
11. Commercial	75
12. Olympic	82
13. Deadmond's Ferry	74
14. Otto Street	83
15. Nugget Way	78
16. River Glen	88
17. 42 <sup>nd</sup> & Olympic	87
18. Glenwood	86

?  
should still be Hayden-Le

APPENDIX "A-1"

Regional Springfield Sewage Pump Stations

1. ~~"C" Street~~
2. ~~"D" Street~~
3. ~~Springfield Plant (North Walnut and Aspen Streets)~~

*DELETE PAGE assuming regional stations located in Springfield are not applicable to this contract.*



APPENDIX "B"

1. Inspect all pump stations ~~at least once per week~~ <sup>reasonably</sup> *as often as necessary* to ensure that the pumps, motors and control system are functioning normally.
2. Test the function of the telemetry equipment used to monitor pump stations at least once per ~~month~~ *quarter*.
3. *Evaluate pumping efficiency* ~~Determine the pump down rate (pumping capacity)~~ of *all* pump stations "C" and "D" Street annually.
4. Provide routine *preventive* maintenance of all pump stations so as to permit continuous and uninterrupted use of the *sewage wastewater* collection/transmission system.
5. Schedule wet well cleaning and maintain wet wells so as to prevent odor nuisance, *remove grease buildup*, and permit efficient operation of the *sewage wastewater* pumps.
6. Provide grounds and building maintenance such as painting, lawn and shrub care, etc.
7. Specify capital replacement needs in a timely manner so that the required expenditures can be included in the annual budget process.
8. *Prepare and provide long range plans including schedules for rehabilitation of wastewater pump stations as age and/or performance requirements change.*
9. Other activities as necessary to ensure effective and efficient use of the facilities identified in Appendix "A".

Intergovernmental

City of Eugene and City of Springfield (Contractor)

CONTRACT #: 82-00422

P. O. #: \_\_\_\_\_

BEGIN DATE: 7/1/1982

TERMINATION DATE: \_\_\_\_\_

REVIEW DATE: 07/01/2001

MANAGER: David Breitenstein

ADMINISTRATOR: Linda Delaplain

DEPT/DIV.: Public Works Department/Public Works

\*CEORDR AUTH. NAME: \_\_\_\_\_

ACCT. CODE: _____	AMOUNT: \$ _____
ACCT. CODE: _____	AMOUNT: \$ _____
ACCT. CODE: _____	AMOUNT: \$ _____
	TOTAL: \$ _____

NOTES:

This cover sheet and the City's original contract are to be sent to the City Recorder. The contractor should receive one original. The department is advised to keep a copy of the contract.

---

**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Andy Limbird, DPW  
**Staff Phone No:** 541/726-3784  
**Estimated Time:** 5 Minutes  
**Council Goals:** Encourage Economic Development and Revitalization through Community Partnerships

---

**SPRINGFIELD  
CITY COUNCIL**

---

**ITEM TITLE:** ANNEXATION OF TERRITORY TO THE CITY OF SPRINGFIELD – ANNEX APPROXIMATELY 2.44 ACRES OF INDUSTRIAL PROPERTY IN GLENWOOD LOCATED AT 3331 FRANKLIN BOULEVARD (MAP 17-03-34-33, TAX LOT 100).

---

**ACTION REQUESTED:** Continue a public hearing to the regular meeting on September 3, 2024 for the following ordinance:  
An Ordinance Annexing Certain Territory (Property Addressed As 3331 Franklin Boulevard and Identified as Assessor’s Map 17-03-34-33, Tax Lot 100) to the City Of Springfield And Willamalane Park & Recreation District; Withdrawing the Same Territory from the Glenwood Water District; Adopting A Severability Clause; And Providing An Effective Date (Third Reading).

---

**ISSUE STATEMENT:** The City Council is requested to continue a public hearing for an ordinance to annex approximately 2.44 acres of real property on the south side of Franklin Boulevard in Glenwood. The proposed annexation is intended to facilitate connection of existing warehouse buildings to sanitary sewer and future development or redevelopment of the property.

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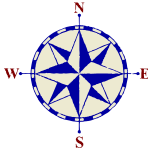
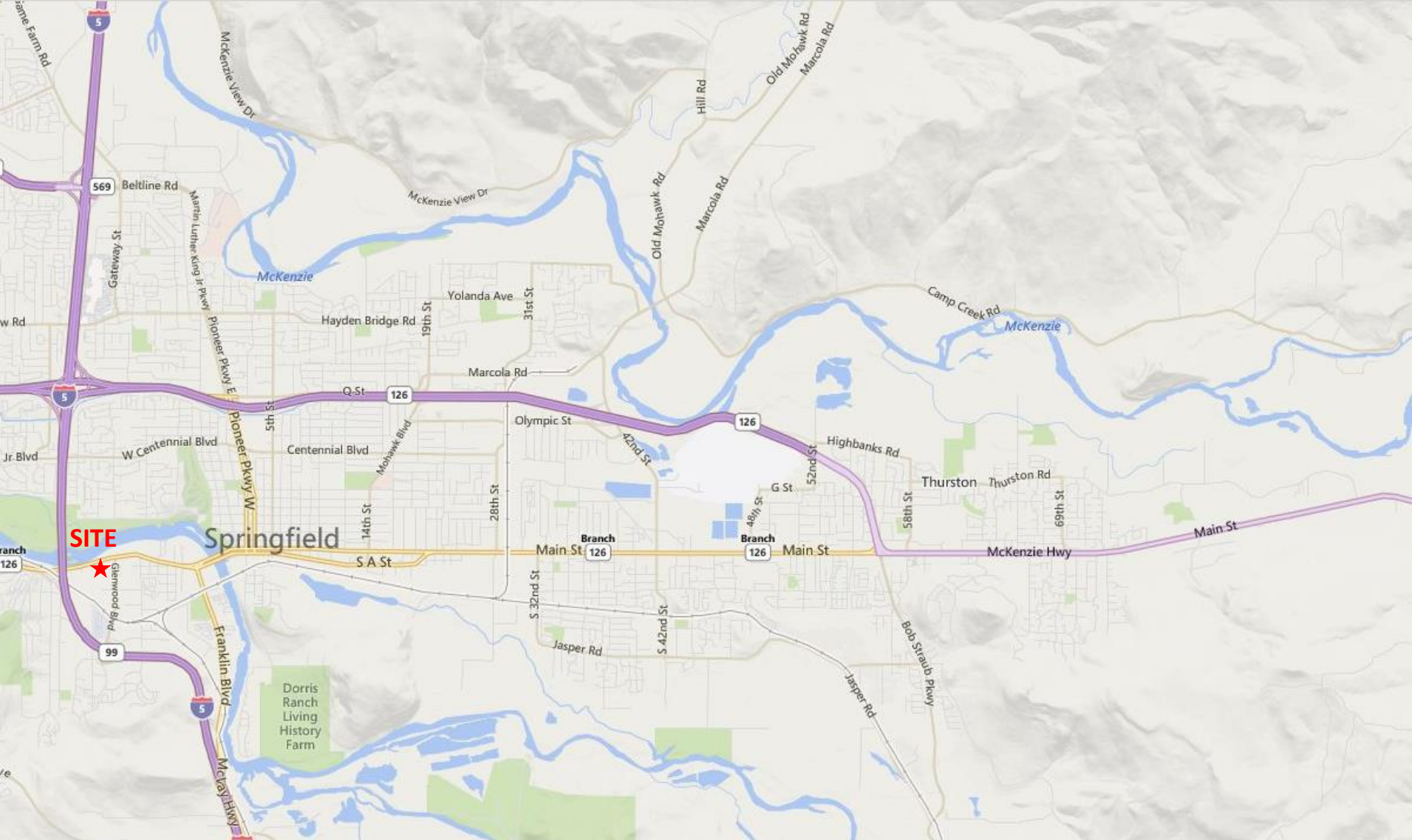
**ATTACHMENTS:** [1: Location Maps](#)  
[2: Ordinance with Exhibits](#)  
[Exhibit A: Legal Description and Map](#)  
[Exhibit B: Annexation Application](#)  
[Exhibit C: Draft Annexation Agreement](#)  
[Exhibit D: Staff Report and Recommendations](#)

---

**DISCUSSION/ FINANCIAL IMPACT:** The City Council opened the public hearing at the regular meeting on June 3, 2024 and the public hearing was continued to the June 17 and July 1, 2024 regular meetings. Staff advises that the applicant has not been responsive to staff requests for clarification about their concerns with the annexation agreement language and provisions following the applicant’s request to continue the June 3, 2024 public hearing. To provide the applicant additional time to present their concerns, staff is recommending continuing the public hearing to the regular meeting on September 3, 2024.  
**Recommendation:** Conduct a third reading of the ordinance and continue the public hearing to the regular meeting on September 3, 2024.

---

LOCATION OF PROPERTY SUBJECT TO ANNEXATION AND ZONE CHANGE





**811-24-000076-TYP4 – PROPOSED ANNEXATION OF 2.44-ACRE PARCEL  
3331 FRANKLIN BOULEVARD (MAP 17-03-34-33, TAX LOT 100)  
SITE CONTEXT MAP**





**CITY OF SPRINGFIELD, OREGON**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ANNEXING CERTAIN TERRITORY (PROPERTY ADDRESSED AS 3331 FRANKLIN BOULEVARD AND IDENTIFIED AS ASSESSOR'S MAP 17-03-34-33, TAX LOT 100) TO THE CITY OF SPRINGFIELD AND WILLAMALANE PARK & RECREATION DISTRICT; WITHDRAWING THE SAME TERRITORY FROM THE GLENWOOD WATER DISTRICT; ADOPTING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council is authorized by Springfield Development Code (SDC) Article 5.7.100 and Oregon Revised Statutes (ORS) Chapter 222 to accept, process, and act upon annexations to the City;

**WHEREAS**, a request to annex certain territory was submitted on March 13, 2024, said territory being Assessor's Map Township 17 South, Range 03 West, Section 34, Map 33, Tax Lot 100 which is generally depicted and more particularly described in **Exhibit A** to this Ordinance;

**WHEREAS**, in accordance with SDC 5.7.125(A) and ORS 222.111, the property owner of said territory initiated the annexation action by submittal of the required application forms and petition for annexation attached hereto as **Exhibit B** to this Ordinance;

**WHEREAS**, the territory proposed for annexation is within the Springfield Comprehensive Plan Urban Growth Boundary and is contiguous to the City limits. (SDC 5.7.140(A));

**WHEREAS**, the annexation is consistent with the *Springfield Comprehensive Plan – Urbanization Element* requiring annexation to the City of Springfield as the highest priority for receiving urban services;

**WHEREAS**, the City Council of the City of Springfield has determined that the provision of City services to the subject area is necessary to facilitate urban development and redevelopment;

**WHEREAS**, all required urban services are immediately available to serve the site and the applicant has executed an Annexation Agreement (**Exhibit C**) that addresses the timing and financial responsibility for provision of public facilities and services to the property;

**WHEREAS**, in accordance with SDC 5.7.150(A), upon annexation the Urbanizable Fringe Overlay District (UF-10) will cease to apply to the property and the underlying Glenwood Office Mixed Use zoning will be retained;

**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 Willamalane Park and Recreation District, as this special district is a service provider for the City (SDC 5.7.140(B)), and to withdraw the subject territory from the Glenwood Water District as the City of Springfield by and through the Springfield Utility Board and Eugene-Springfield Fire Department will provide potable water and emergency response services directly to the area after it is annexed to the City;

**WHEREAS**, this action is consistent with the intergovernmental agreement between Lane County and Springfield regarding boundary changes dated May 21, 2008; and

**WHEREAS**, on June 3, 2024, the Springfield Common Council opened a public hearing and continued the public hearing to the regular meetings on June 17 and July 1, 2024. The public hearing was continued a third time to the regular meeting on September 3, 2024. The Springfield Common Council is now ready to take action on this application based on the recommendation and findings in support of approving the annexation request 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 COMMON COUNCIL OF THE CITY OF SPRINGFIELD ORDAINS AS FOLLOWS:

**Section 1.** The Common Council of the City of Springfield does hereby approve annexation of the following described territory to the City of Springfield and Willamalane Park and Recreation District, said territory being generally depicted and more particularly described in **Exhibit A** to this Ordinance.

**Section 2.** The Common Council of the City of Springfield does hereby approve withdrawal of the following described territory from the Glenwood Water District, said territory being generally depicted and more particularly described in **Exhibit A** to this Ordinance.

**Section 3.** The City Manager or the Development & Public Works Director or their designee shall send copies of this Ordinance to affected State and local agencies as required by SDC 5.7.155.

**Section 4.** Severability Clause. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

**Section 5.** Effective Date of Ordinance. This Ordinance shall become effective on the day following the general election, November 6, 2024, or upon the date of its filing with the Secretary of State as provided by ORS 222.180, whichever is later.

**ADOPTED** by the Common Council of the City of Springfield, this \_\_\_\_ day of \_\_\_\_\_, 2024, by a vote of \_\_\_\_ for and \_\_\_\_ against.

**APPROVED** by the Mayor of the City of Springfield this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder



**DAVID ANDREW HALLOCK - REGISTERED SURVEYOR**

720 NW 4<sup>th</sup> Street, Corvallis, Oregon 97330 Phone 541-757-9050

**Property Legal Description  
For  
Brooks Limited Family Partnership**

A portion of that tract of land conveyed to Brooks Limited Family Partnership per Deed Instrument 1996-83168 Lane County Deed Records, lying in the Southwest Quarter of Section 34, Township 17 South, Range 3 West, Willamette Meridian, Lane County, Oregon, more particularly described as follows:

Beginning at a 3/4 inch pipe at the Southwest corner of said Brooks Limited Family Partnership Tract; Thence along the West line of said tract N 00°00'00" E 523.80 feet to a 5/8 inch rod on the South Right of Way line of Franklin Blvd., Said south Right of Way line is 44.50 feet from the centerline; Thence along said South Right of Way line N 74°01'22" E 1.82 feet to the point of spiral curve at Station 109+34.21 as shown in County Survey No. 41493; Thence continuing along said Right of Way along a portion of a 250 foot spiral curve with the chord bearing N 74°33'07" E 192.10 feet to a point; Thence leaving said Right of Way S 00°04'08" W 539.95 feet to a point on the South line of said tract; Thence along the South line of said tract S 69°01'05" W 21.43 feet to a 3/4 inch pipe; Thence S 79°14'37" W 136.04 feet to a 1/2 inch pipe; Thence S 84°29'15" W 36.38 feet to the point of beginning.

Containing more or less 2.34 Acres

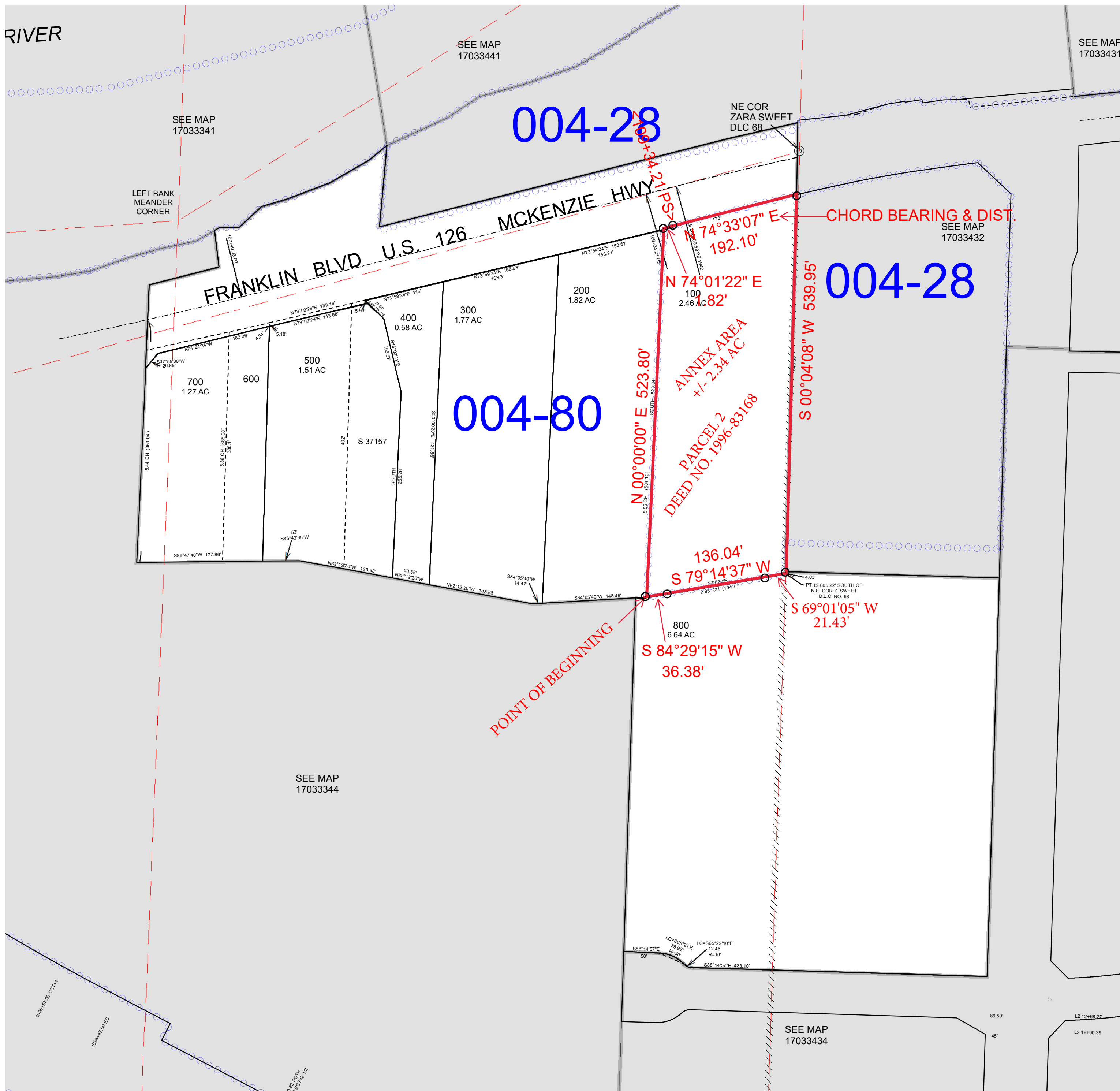
The basis of bearings for this description is between the 3/4 inch pipe and 5/8 inch iron rod on the West line of this tract with a bearing of N 00°00'00" E As shown on County Survey No. 37157.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JANUARY 10, 2023  
DAVID ANDREW HALLOCK  
099849

EXPIRES 6/30/2025



CANCELLED  
600

REVISIONS  
10/21/2011 - LCAT174 - CONVERT MAP TO GIS  
12/03/2013 - LCAT142 - ADD NE COR DLC 68 TEXT  
12/10/2013 - LCAT174 - PTN OF TL 700 OUT TO FRANKLIN BLVD  
06/22/2016 - LCAT155 - PTN TL 500 OUT TO FRANKLIN BLVD

City of Springfield  
Development & Public Works  
225 Fifth Street  
Springfield, OR 97477

3



### Annexation Application Type 4

Application Type		(Applicant: Check one)	
Annexation Application Completeness Check:		<input type="checkbox"/>	
Annexation Application Submittal:		<input checked="" type="checkbox"/>	
Required Proposal Information		(Applicant: Complete This Section)	
Property Owner:	Niles Hanson	Phone:	5419544678
Address:	3331 Franklin Boulevard, Eugene OR 97403	E-mail:	nhanson@nwstampng.com
Owner Signature:	<i>Niles E. Hanson, by Ian T. Richardson under Power of Attorney dated 12/27/2023</i>		
Owner Signature:			
Agent Name:	Evan Arkin	Phone:	4582106328
Company:	Hanson Properties II, LLC	Fax:	
Address:	4884 Franklin Blvd., Eugene, OR 97403	E-mail	earkin@rosenvisor.com
Agent Signature:			
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:	17-03-34-33	TAX LOT NO(S):	100
Property Address:	3331 Franklin Blvd., Eugene, OR 97403		
Area of Request:	Acres: 2.44	Square Feet:	
Existing Use:	Office Mixed-Use (Glenwood)		
Proposed Use:	Office Mixed-Use (Glenwood)		
Required Property Information		(City Intake Staff: Complete This Section)	
Case No.:	811-24-000076-TYPE4	Date:	3/13/24
Project No.:	811-23-000207-PROJ	Reviewed By: (initials)	KW
Application Fee:	3919.30	Placard:	✓
Postage Fee:	691	Total Fee:	4806.27
Tech: 195.97			



## Owner Signatures

This application form is used for both the required completeness check 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.**

### Completeness Check

The undersigned acknowledges that the information in this application is correct and accurate for scheduling of the Completeness Check Meeting. If the applicant is not the owner, the owner hereby grants permission for the applicant to act in his/her behalf. I/we do hereby acknowledge that I/we are legally responsible for all statutory timelines, information, requests and requirements conveyed to my representative.

**Owner:**

*W. Hanson*

**Date:**

*12/28/23*

**Signature**

*Miles Hanson*

**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 Completeness Check 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:**

*W. Hanson*

**Date:**

*12/28/23*

**Signature**

*Miles Hanson*

**Print**

Subject: Annexation Application for 3331 Franklin Blvd., Eugene, OR 97403

Dear City of Springfield Planning Department,

I am writing to submit an application for the annexation of the commercial property located at 3331 Franklin Blvd. into the City of Springfield. This property has recently come under my ownership, and I am committed to ensuring that the existing use of the property for storage will be maintained throughout the annexation process and into the foreseeable future.

In accordance with the specified approval criteria, I would like to address each point individually:

**A. Contiguity within Urban Growth Boundary:** The affected territory proposed for annexation lies within the City's portions of the urban growth boundary and is contiguous to the existing city limits. This aligns with the city's goals for orderly and sustainable expansion.

**B. Consistency with Metro Plan and Applicable Policies:** The annexation is in full accordance with the Metro Plan and all applicable policies, as well as any refinement plan or Plan Districts that govern the area. The proposed land use for storage is consistent with the existing zoning and land use designations outlined in the city's planning documents.

**C. Provision of Urban Facilities and Services:** The annexation will result in a boundary where a minimum level of key urban facilities and services can be provided in an orderly, efficient, and timely manner. The property is well-served by existing infrastructure, and the maintenance of its current storage use will not impose an undue burden on city services.

**D. Mitigation of Fiscal Impacts through Annexation Agreement:** To ensure responsible fiscal management, I am committed to mitigating any potential fiscal impacts on the City through a signed Annexation Agreement. This agreement will outline the terms and conditions under which the annexation will occur, addressing any concerns related to public services, infrastructure upgrades, or other fiscal considerations.

In conclusion, this annexation request is presented with due consideration to the City's urban planning goals and policies. I am dedicated to preserving the existing use of the

property for storage, contributing positively to the community, and adhering to all applicable regulations and agreements.

Thank you for considering this application. I look forward to the opportunity to discuss it further during the review process.

Sincerely,

Niles Hanson

**FORM 1**

**PETITION/PETITION SIGNATURE SHEET**  
Annexation by Individuals  
[SDC 5.7.125(2)(b)(i)/ORS 222.170(1) or ORS 222.127]

We, the following property owners of the following territory, consent to the annexation to the City of Springfield and concurrent annexation to 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 <input checked="" type="checkbox"/>	Acres (qty)
1.	<i>Wil Hansen</i>	1/9/24	Niles E. Hansen	3331 Franklin Blvd., Ray, OR 97143	17-03-34-33-00100	<input checked="" type="checkbox"/>	2.46
2.							
3.							
4.							
5.							

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, \_\_\_\_\_ (printed name of circulator), hereby certify that every person who signed this sheet did so in my presence.  
X \_\_\_\_\_ (signature of circulator)

**CERTIFICATION OF OWNERSHIP**

The total landowners in the proposed annexation are 1 (qty). This petition reflects that 1 (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**

Date Signed and Certified 1/9/24

## 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 <small>(Map/lot number)</small>	Name of Owner	Acres	Assessed Value	Imp. Y / N	Signed Yes	Signed No
17-03-34-33-0100	Niles Hanson	2.46	\$950K	Y	X	
TOTALS:		2.46				

TOTAL NUMBER OF OWNERS IN THE PROPOSAL	1
NUMBER OF OWNERS WHO SIGNED	1
PERCENTAGE OF OWNERS WHO SIGNED	100%
TOTAL ACREAGE IN PROPOSAL	2.46
ACREAGE SIGNED FOR	2.46
PERCENTAGE OF ACREAGE SIGNED FOR	100%
TOTAL VALUE IN THE PROPOSAL	\$990,097 Nov. 2023
VALUE CONSENTED FOR	100%
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: Evan Artin

E-mail: earlin@rosenvison.com

#### Supply the following information regarding the annexation area.

- Estimated Population (at present): 0
- Number of Existing Residential Units: 0
- Other Uses: Storage
- Land Area: 2.46 total acres
- Existing Plan Designation(s): Glenwood Office Mixed Use
- Existing Zoning(s): Glenwood office mixed use
- Existing Land Use(s): Automobile part sales and warehousing
- Applicable Comprehensive Plan(s): Springfield 2030 Comprehensive Plan
- Applicable Refinement Plan(s): Glenwood Refinement Plan (2012)
- Provide evidence that the annexation is consistent with the applicable comprehensive plan(s) and any associated refinement plans. By providing mixed use storage space, the subject property is consistent with the goals of the Refinement Plan.
- Are there development plans associated with this proposed annexation?  
Yes  No   
If yes, describe.  
\_\_\_\_\_
- Is the proposed use or development allowed on the property under the current plan designation and zoning?  
Yes  No
- Please describe where the proposed annexation is contiguous to the city limits (non-contiguous annexations cannot be approved under 5.7-140, Criteria).  
The property is contiguous to the City limits along the northern, western, and southern boundaries.

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

Yes  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:

- Glenwood Water District
- Eugene School District
- Springfield School District
- Pleasant Hill RFPD
- EPUD
- Willamalane Parks and Rec District
- Rainbow Water and Fire District
- Pleasant Hill School District
- McKenzie Fire & Rescue
- Willakenzie RFPD
- SUB
- Other \_\_\_\_\_

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

Evan Arkin  
**(Name)**

4884 Franklin Blvd.  
**(Address)**

Eugene 97403  
**(City)** **(Zip)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Address)**

\_\_\_\_\_  
**(City)** **(Zip)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Address)**

\_\_\_\_\_  
**(City)** **(Zip)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Address)**

\_\_\_\_\_  
**(City)** **(Zip)**

**FORM 4**

**WAIVER OF ONE YEAR TIME LIMIT  
FOR ANNEXATION PURSUANT TO ORS 222.173**

This waiver of the time limit is for the following described property:

17-03-34-33-00100                      3331 Franklin Blvd.  
 Map and Tax Lot Number              Street Address of Property (if address has been assigned)

**ONE WAIVER OF TIME LIMIT FOR EACH PARCEL, PLEASE**

We, the owner(s) of the property described above understand the annexation process can take more than one year but desire to annex to have City services. Therefore, we agree to waive the one-year time limitation on this petition to annex established by Oregon Revised Statutes 222.173, and further agree that this contract shall be effective [ ] indefinitely or [ ] until

\_\_\_\_\_ Date

**Signatures of Legal Owners**

Please print or type name	Signature	Date Signed
Niles Hanson		12/28/23



**DAVID ANDREW HALLOCK - REGISTERED SURVEYOR**

720 NW 4<sup>th</sup> Street, Corvallis, Oregon 97330 Phone 541-757-9050

**Property Legal Description  
For  
Brooks Limited Family Partnership**

A portion of that tract of land conveyed to Brooks Limited Family Partnership per Deed Instrument 1996-83168 Lane County Deed Records, lying in the Southwest Quarter of Section 34, Township 17 South, Range 3 West, Willamette Meridian, Lane County, Oregon, more particularly described as follows:

Beginning at a 3/4 inch pipe at the Southwest corner of said Brooks Limited Family Partnership Tract; Thence along the West line of said tract N 00°00'00" E 523.80 feet to a 5/8 inch rod on the South Right of Way line of Franklin Blvd., Said south Right of Way line is 44.50 feet from the centerline; Thence along said South Right of Way line N 74°01'22" E 1.82 feet to the point of spiral curve at Station 109+34.21 as shown in County Survey No. 41493; Thence continuing along said Right of Way along a portion of a 250 foot spiral curve with the chord bearing N 74°33'07" E 192.10 feet to a point; Thence leaving said Right of Way S 00°04'08" W 539.95 feet to a point on the South line of said tract; Thence along the South line of said tract S 69°01'05" W 21.43 feet to a 3/4 inch pipe; Thence S 79°14'37" W 136.04 feet to a 1/2 inch pipe; Thence S 84°29'15" W 36.38 feet to the point of beginning.

Containing more or less 2.34 Acres

The basis of bearings for this description is between the 3/4 inch pipe and 5/8 inch iron rod on the West line of this tract with a bearing of N 00°00'00" E As shown on County Survey No. 37157.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JANUARY 10, 2023  
DAVID ANDREW HALLOCK  
099849

EXPIRES 6/30/2025







**PRELIMINARY TITLE REPORT  
AMENDED SUPPLEMENTAL**

CASCADE ESCROW  
ATTN: NADJA JUDISH  
811 WILLAMETTE STREET  
EUGENE, OR 97401

November 30, 2023  
Report No: 0340747  
Your No: EU23-1232  
Seller: BROOKS FAMILY LIMITED PARTNERSHIP/  
RENFRO  
Buyer: HANSON PROPERTIES II, LLC

PRELIMINARY REPORT FOR:

Owner's Standard Policy \$2,900,000.00  
Commercial Extended Loan Policy (SIMUL) \$3,900,000.00

PREMIUMS:

Owner's Standard Premium \$4,950.00  
Commercial Extended Loan Premium (SIMUL) \$3,213.00  
OTIRO 208.2-06 Comm. Environmental Lien Endorsement \$645.00  
OTIRO 209.10-06 Restrict., Encroach., Minerals Endorsement \$100.00  
OTIRO 209.6.1-06 Private Rights Endorsement \$100.00  
OTIRO 217-06 Access and Entry Endorsement \$125.00  
OTIRO 217.2-06 Utility Access Endorsement \$275.00  
OTIRO 218-06 Single Tax Parcel Endorsement \$50.00  
OTIRO 222-06 Location Endorsement \$N/C  
OTIRO 228-06 Easement - Damage/Enforced Removal Endorsement \$100.00  
OTIRO 239-06 Policy Authentication Endorsement \$50.00  
Gov. Lien/Inspect Fee \$35.00

We are prepared to issue 2021 (7/1/2021) ALTA title insurance policy(ies) of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, in the usual form insuring the title to the land described as follows:

( A T T A C H E D )

Vestee:

THOMAS E. BROOKS  
and  
PAMELA RENFRO  
and  
BROOKS FAMILY LIMITED PARTNERSHIP, AN OREGON LIMITED PARTNERSHIP  
and  
MYRTLE JO BROOKS, Trustee of the  
BROOKS JOINT TRUST

Estate: FEE SIMPLE

DATED AS OF: NOVEMBER 16, 2023 at 8:00 A.M.

*No liability is assumed hereunder until policy has been issued and full policy premium has been paid.*

MAIN OFFICE  
811 WILLAMETTE ST.  
EUGENE, OREGON 97401  
PH: (541) 687-2233 \* FAX: (541) 485-0307

FLORENCE OFFICE  
715 HWY 101 \* FLORENCE, OREGON 97439  
MAILING: PO BOX 508 \* FLORENCE, OREGON 97439  
PH: (541) 997-8417 \* FAX: (541) 997-8246

VILLAGE PLAZA OFFICE  
4750 VILLAGE PLAZA LOOP SUITE 100  
EUGENE, OREGON 97401  
PH: (541) 653-8622 \* FAX: (541) 844-1626

Order No. 0340747  
Page 2

Schedule B of the policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS (Standard Coverage Policy Exceptions):

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIAL EXCEPTIONS:

6. INTENTIONALLY DELETED.
7. Rights of the public in and to that portion lying within streets, roads and highways.
8. Any improvement located upon the insured property which is described or defined as a mobile home, manufactured dwelling or a manufactured home as defined by ORS 446.003, Oregon Revised Statutes and is subject to registration as provided therein.
9. Such rights and easements for navigation and fishing as may exist over that portion of the property lying beneath the waters of Slough on the South.
10. Any claim based upon the assertion that said land or any portion thereof is now, or at any time has been below the low water mark of the Slough on the South.
11. Rights of the public and governmental bodies in and to any portion of the premises herein described now or at any time lying below low water mark of the Slough on the South, including any ownership rights which may be claimed by the State of Oregon and any governmental bodies in and to any portion now or at any time lying below the low water mark.
12. 20 foot right of way as disclosed in Warranty Deed, including the terms and provisions thereof, between Charles Kingwell and Antonie E. Kingwell, and Peder O. Olson and Mina A. Olson, recorded July 9, 1910, Reception No. B086 P455, Lane County Oregon Deed Records.
13. Easement, including the terms and provisions thereof, granted to Glenwood Water District, by instrument recorded August 3, 1944, Reception No. B272 P107, Lane County Oregon Deed Records.

Order No. 0340747  
Page 3

14. Easement, including the terms and provisions thereof, granted the City of Eugene, Oregon, a municipal corporation, of Lane County, Oregon, by and through the Eugene Water & Electric Board, by instrument recorded October 15, 1970, Reception No. 1970-023519, Lane County Official Records.
15. Easement as disclosed in Warranty Deed, including the terms and provisions thereof, between Maurice E. Brooks; Thomas E. Brooks; Pamela Renfro, and State of Oregon, by and through its Department of Transportation, recorded September 27, 1995, Reception No. 1995-054371, Lane County Official Records.
16. Glenwood Urban Renewal Plan Notice, including the terms and provisions thereof, recorded December 14, 2004, Reception No. 2004-095229, Lane County Deeds and Records.
17. Memorandum of Jurisdictional Transfer Agreement, including the terms and provisions thereof, recorded September 23, 2014, Reception No. 2014-037657, Lane County Deeds and Records.
18. This report does not include a search for financing statements filed in the office of the Secretary of State, or in a County other than the County wherein the premises are situated, and no liability is assumed if a financing statement is filed in the office of the County Clerk covering fixtures, equipment and/or personal property on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system.
19. The rights of tenants holding under unrecorded leases.
20. A copy of the Operating Agreement of Hanson Properties II, LLC, including any amendments thereof, should be furnished to Cascade Title Company for the purpose of ascertaining members authorized to execute on behalf of the Limited Liability Company.
21. In lieu of the signatures of all the members and/or managers, we will require a Consent Resolution by all of the members and managers of Hanson Properties II, LLC, consenting to the forthcoming sale or encumbrance and disclosing the party(ies) authorized to sign for said limited liability company to be provided prior to closing.
22. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
23. Prior to writing an ALTA MORTGAGEE'S policy, Cascade Title Company should be furnished with a statement as to parties in possession and as to any construction, alterations or repairs to the premises within the last 75 days. We also request that we be notified in the event that any funds are to be used for construction, alterations or repairs. Exception may be taken to such matters as may be shown thereby.
24. An accurate survey of these premises showing boundary lines, and location of improvements and easements, should be furnished for our file prior to our writing an ALTA Mortgagee's Policy. Exception may be taken to such matters as may be shown thereby.

NOTE: The property address as shown on the Assessor's Roll is:

3329 and 3331 Franklin Blvd  
Eugene, OR 97403

NOTE: Taxes, Account No. 0299378, Assessor's Map No. 17 03 34 3 3, #100, Code 4-28, 2023-2024, in the amount of \$17,853.73, PAID IN FULL.

Taxes, Account No. 4064380, Assessor's Map No. 17 03 34 3 3, #100, Code 4-28, 2023-2024, in the amount of \$684.44, PAID IN FULL. (Manufactured structure account. Assessed to Myrtle Jo Brooks Survivors Trust)

Order No. 0340747  
Page 4

NOTE: As of the date hereof, there are no matters against HANSON PROPERTIES II, LLC, AN OREGON LIMITED LIABILITY COMPANY, which would appear as exceptions in the policy to issue, except as shown herein.

NOTE: The proposed insured is Umpqua Bank.

**NOTE: This report is being amended to add endorsements.**

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

**Cascade Title Co.**

rh: Title Officer: KURT BEATY

Order No. 0340747  
Page 5

PROPERTY DESCRIPTION

Beginning at a point that is South 55.21 feet from the North East corner of the Zara Sweet and wife Donation Land Claim No. 68, Notification No. 3284, in Township 17 South of Range 3 West of the Willamette Meridian; thence South 546.00 feet to a point at the South East corner which is the center of a slough; thence South 68° 45' West 21.42 feet to a point; thence South 79° 18' 40" West 136.05 feet to a point; thence South 84° 05' 40" West 39.96 feet to the South West corner; thence North 528.25 feet to the North West corner which is on the South right-of-way line of the McKenzie Highway; thence North 74° 01' 10" East 177.37 feet to a point; thence North 74° 01' 10" East 20.80 feet to the place of beginning, in Lane County, Oregon.

EXCEPT THEREFROM that portion described in Deed to the State of Oregon, by and through its Department of Transportation, recorded September 27, 1995, Reception No. 9554371, Lane County Official Records, in Lane County, Oregon.





MAP NO.  
17-03-34-33

NE COR  
ZARA SWEET  
DLC 68

004-28

SEE MAP  
17033432

004-28

100  
7 AC

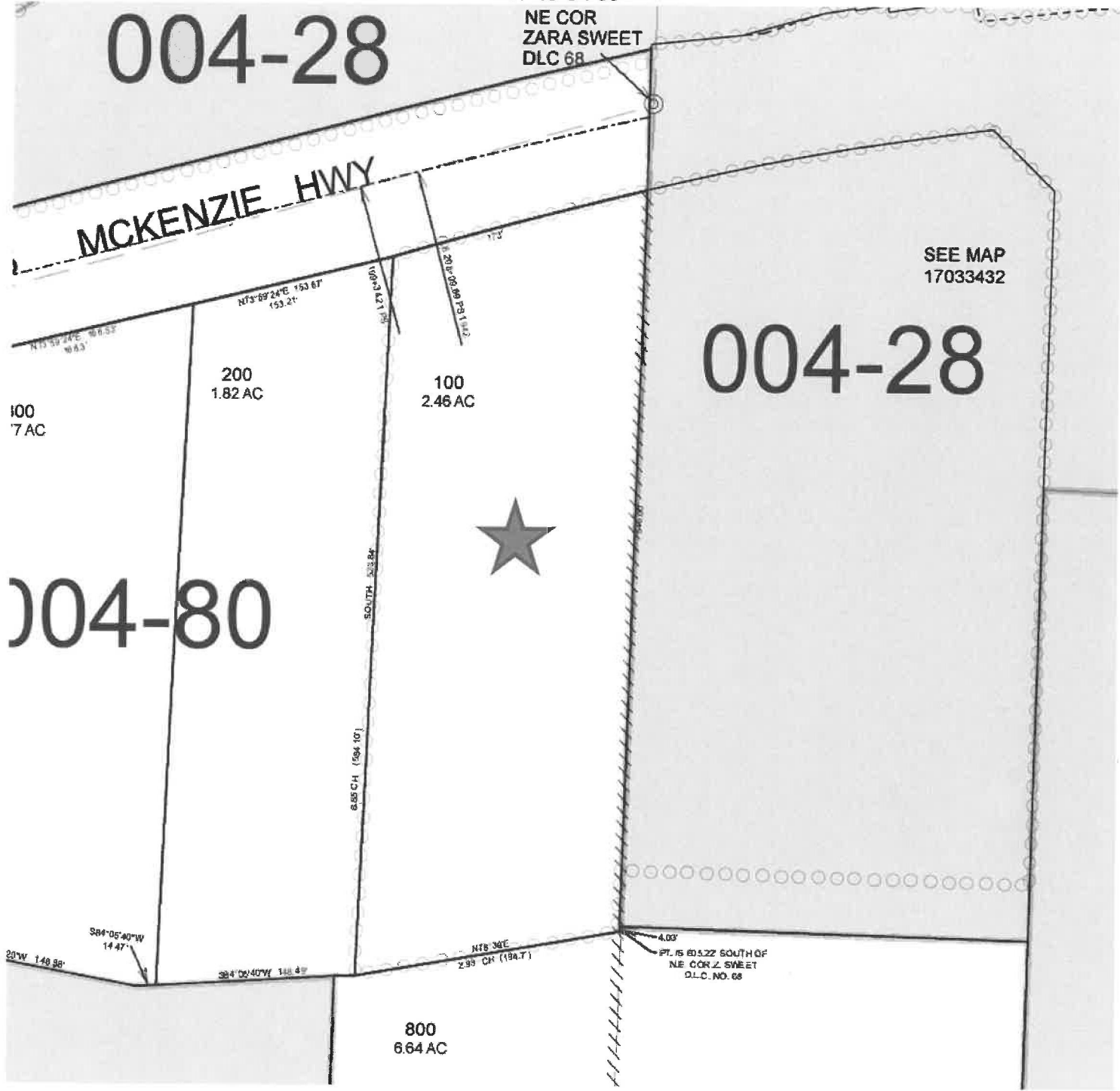
200  
1.82 AC

100  
2.46 AC



004-80

800  
6.64 AC



**THIS MAP/PLAT IS BEING FURNISHED AS AN AID IN LOCATING THE HEREIN DESCRIBED LAND IN RELATION TO ADJOINING STREETS, NATURAL BOUNDARIES AND OTHER LAND, AND IS NOT A SURVEY OF THE LAND DEPICTED. EXCEPT TO THE EXTENT A POLICY OF TITLE INSURANCE IS EXPRESSLY MODIFIED BY ENDORSEMENT, IF ANY, THE COMPANY DOES NOT INSURE DIMENSIONS, DISTANCES, LOCATION OF EASEMENTS, ACREAGE OR OTHER MATTERS SHOWN THEREON.**

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON

9881  
OLD NUMBER

CODE  
NO.

(34)

MAP NO. 17.03.34.3	3 <sup>x</sup> T NO. 100	299 378			AERIAL PHOTO
ACCOUNT NUMBER	SECTION 34	TOWNSHIP 17 S.	RANGE 3W	W.M.	

LOT NO.	BLOCK NO.	ADDITION	CITY
---------	-----------	----------	------

INDENT EACH NEW COURSE TO THIS POINT	LEGAL DESCRIPTION	DEED RECORD		ACRES REMAINING
		DATE OF ENTRY	DEED NUMBER	
	1-675-3 Except: 0.18 ac. to the State of Oregon for Highway as recorded in 229/316 L.C.D.R.	1941	197/301	2.70
		1943	265/399	2.52
	Beginning at the NE corner of the Zarah Sweet and wife Donation Land Claim No. 68, Notification No. 3284 in Twp. 17S. of R. 3W W.M. and running; thence	1958	R-100 15148 15149	2.52
	S. 73½° West along the North line of said claim 3.00 chains; thence	1977	R828/00022½	
	S. 8.85 chains to the center of a slough; thence up the center of the same N. 84° 6' E. 56 links; thence	1991bs	R1677/9061279	
	N. 78½° East 2.95 chains; thence	1991bs	R1751/9215290	
	N. 9.17 chains to the point of beginning containing 2.60 ac. of land; except a perpetual right-of-way over the East 20 ft thereof.	1996 wd	R2245/9623168	
	Cont. m/l			2.48
	EXCEPT: 0.02 ac into McKenzie Hwy (Hwy 126) by R2099/95-54371 for 1997.			
	Cont. m/l			2.46

Lane County Clerk Lane County Deeds & Records	<b>2023-036708</b> 12/28/2023 11:52:46 AM
RPR-DTR      Cnt=1 Str=2 CASHIER 02    3pages	<b>\$97.00</b>
\$15.00 \$11.00 \$10.00 \$61.00	

340747/EU23-1232 NRJ  
TAX ACCT. NO. 0299378  
MAP/TAX LOT NO. 17-03-34-33-00100

**TRUST DEED**

THIS TRUST DEED, made on day 28 of December, 2023, between **HANSON PROPERTIES II, LLC**, an Oregon Limited Liability Company, as Grantor, **CASCADE TITLE COMPANY**, as Trustee, and **BROOKS FAMILY LIMITED PARTNERSHIP**, an Oregon Limited Partnership, as Beneficiary,

**WITNESSETH:**

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Lane County, Oregon, described as:

Beginning at a point that is South 55.21 feet from the North East corner of the Zara Sweet and wife Donation Land Claim No. 68, Notification No. 3284, in Township 17 South of Range 3 West of the Willamette Meridian; thence South 546.00 feet to a point at the South East corner which is the center of a slough; thence South 68° 45' West 21.42 feet to a point; thence South 79° 18' 40" West 136.05 feet to a point; thence South 84° 05' 40" West 39.96 feet to the South West corner; thence North 528.25 feet to the North West corner which is on the South right-of-way line of the McKenzie Highway; thence North 74° 01' 10" East 177.37 feet to a point; thence North 74° 01' 10" East 20.80 feet to the place of beginning, in Lane County, Oregon.

EXCEPT THEREFROM that portion described in Deed to the State of Oregon, by and through its Department of Transportation, recorded September 27, 1995, Reception No. 9554371, Lane County Official Records, in Lane County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appurtenant, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of **\*\*TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100ths\*\* Dollars**, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable **February 29, 2024**.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable.

**To protect the security of this trust deed, grantor agrees:**

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less

NOTE: The Trust Deed Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

**TRUST DEED**

HANSON PROPERTIES II, LLC  
86365 COLLEGE VIEW RD  
EUGENE, OR 97405

*Grantor*

BROOKS FAMILY LIMITED  
PARTNERSHIP, an Oregon Limited  
Partnership, BROOKS JOINT  
TRUST, THOMAS E. BROOKS and  
PAMELA RENFRO

*Beneficiary*

After recording return to  
CASCADE TITLE COMPANY  
811 WILLAMETTE STREET  
EUGENE OR 97401  
TDDUES (NRJ)

than the full insurable value, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust deed including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decrees of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

**It is mutually agreed that:**

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.



15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) ~~primarily for grantor's personal, family, or household purposes~~ [NOTICE: Line out the warranty that does not apply]

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This trust deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the Grantor or Beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

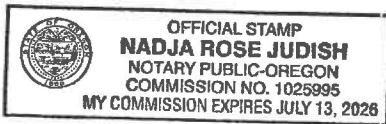
HANSON PROPERTIES II, LLC

BY: Niles E. Hanson  
NILES E. HANSON, SOLE MEMBER/MANAGER

State of Oregon  
County of Lane

This instrument was acknowledged before me on Dec 28, 2023 by NILES E. HANSON, SOLE MEMBER/MANAGER OF HANSON PROPERTIES II, LLC.

[Signature]  
(Notary Public for Oregon)  
My commission expires 7-13-2026





## ANNEXATION AGREEMENT FOR 3331 FRANKLIN BOULEVARD

This Annexation Agreement (“Agreement”) is made between the City of Springfield, an Oregon municipal corporation (“City”) and Hanson Properties II LLC. (“APPLICANT”).

### RECITALS

- A. APPLICANT owns the parcel of land legally described in Exhibit A, the Property. 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 Annexation, dated \_\_\_\_\_, for Assessor’s Map No. 17-03-34-33, Tax Lot 00100, which is currently municipally addressed as 3331 Franklin Boulevard and is more particularly described in Exhibit A.
- C. APPLICANT wishes to annex the Property to the City and seeks support from the City for the annexation.
- D. The Property is inside the recognized Urban Growth Boundary of the City of Springfield and is part of the Glenwood Phase 1 Refinement Plan area. The Property is within the Urbanizable Fringe Overlay District (UF-10) according to the Springfield Zoning Map, and the underlying zoning is Glenwood Office Mixed Use.
- E. Annexation of the Property requires a showing under SDC 5.7.140(C) that the Property can be provided with the minimum level of key urban facilities and services as defined in Policy 31 of the *Springfield Comprehensive Plan – Urbanization Element*, 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.
- 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 sanitary sewer, stormwater management systems, interconnected transportation systems, and Fire and Life Safety services necessary for an affirmative City recommendation for the annexation request.

**After Recording, Return to:**

**Place Bar Code Sticker Here:**

City of Springfield  
Attn: Current Development Division  
Development & Public Works Department  
225 Fifth Street  
Springfield, OR 97477

- G. 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 owned and operated by the Metropolitan Wastewater Management Corporation (MWMC) is located along the western property boundary and a manhole is located approximately in the middle of the property line. There is a current service lateral extended from this manhole into the property for service to be installed once annexation is complete.
- H. 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 public storm sewer system located within Franklin Boulevard that drains to the east is available for overflow. The Glenwood Refinement Plan policies require onsite treatment and infiltration as much as possible to minimize flow into the public system. The City of Springfield has completed a study of the Glenwood district to establish that this area has a very high infiltration rate available on site.
- I. 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 legal and physical access to Franklin Boulevard along the northern frontage.
- J. 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, APPLICANT agrees to perform the obligations set forth in this section.
  - 1.1.1. APPLICANT shall install sewer service to all facilities/buildings on the site and decommission the existing septic system.
  - 1.1.2. Upon further development or redevelopment of the property, which is defined as any change to the property that requires a land use application and approval, APPLICANT or future property owner shall improve the frontage along Franklin Boulevard to be in full compliance with the Glenwood Refinement Plan Phase 1 requirements, including placing all overhead utility lines underground, installing a single driveway that meets City standards for a commercial driveway entrance and

restoring any existing curb cuts to full height curb, setback sidewalks, street trees and decorative street lights.

- 1.1.3. APPLICANT or future property owner will adhere to all requirements of the Glenwood Refinement Plan Phase 1 and the Glenwood Office Mixed Use zoning for the type and layout of the development for this property.
- 1.2. APPLICANT shall provide and be financially responsible for the provision of any additional urban facilities and services identified during the review and approval of any Partition or Subdivision as necessary to serve the further development of the Property, including the construction and maintenance thereof.
- 1.3. 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 Process the annexation request 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.
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 further developed prior to the approval of building permit approval, partition or subdivision, as applicable, 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 Policy 31 of the *Springfield 2030 Refinement Plan – Urbanization Element* 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 any rights it may have under the law as interpreted in Dolan v. City of Tigard, 512 US 374 (1994) and subsequent cases interpreting the legal effect of Dolan 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 Measures 37/49/ORS 195.300 et seq. APPLICANT knows and understands any rights it may have under Oregon Revised Statutes (ORS) Chapter 195.300 et seq., "Just Compensation for Land Use Regulation." 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.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

APPLICANT

By: \_\_\_\_\_

\_\_\_\_\_ Date

Its: \_\_\_\_\_

\_\_\_\_\_

STATE OF OREGON }  
COUNTY OF LANE } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 20\_\_ BY

\_\_\_\_\_ AS \_\_\_\_\_ OF \_\_\_\_\_  
(APPLICANT)

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON



CITY OF SPRINGFIELD

By: \_\_\_\_\_  
Nancy Newton, City Manager

STATE OF OREGON }  
COUNTY OF LANE } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 20\_\_ BY  
\_\_\_\_\_  
(CITY) AS \_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON



# TYPE 4 – ANNEXATION STAFF REPORT AND RECOMMENDATION

**File Name:** Hanson Annexation

**Case Number:** 811-24-000076-TYP4

**Proposal Location:** 3331 Franklin Boulevard in Glenwood  
(Map 17-03-34-33, Tax Lot 100)

**Current Zoning & Comprehensive Plan Designation:**  
Glenwood Office Mixed Use (GOMU)

**Applicable Comprehensive Plan:**  
*Springfield Comprehensive Plan*

**Application Submittal Date:**  
March 13, 2024



**Public Hearing Meeting Date:** June 3, 2024

**Associated Applications:** 811-23-000263-PRE (Development Initiation Meeting); 811-24-000024-PRE (Completeness Check Meeting)

## CITY OF SPRINGFIELD’S DEVELOPMENT REVIEW COMMITTEE

POSITION	REVIEW OF	NAME	PHONE
Project Manager	Planning	Andy Limbird	541-726-3784
Transportation Planning Engineer	Transportation	Michael Liebler	541-736-1034
Public Works Civil Engineer	Streets and Utilities	Clayton McEachern	541-736-1036
Deputy Fire Marshal	Fire and Life Safety	Gilbert Gordon	541-726-2293
Building Official	Building	Chris Carpenter	541-744-4153

**Review Process (SDC 5.7.115):** The subject annexation request is being reviewed under Type 4 Annexation procedures, without Planning Commission consideration.

**Development Initiation Meeting (SDC 5.7.120):** A Development Initiation Meeting (DIM) is required of all public agency and private landowner-initiated annexation applications, unless waived by the Director.

**Finding:** In response to the applicant’s submittal, the City held a Development Initiation Meeting on December 19, 2023. Subsequently, a completeness check meeting for the annexation request was held on January 30, 2024 (File 811-24-000024-PRE).

**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)(2)(b)(i) and ORS 222.170(1), an annexation application may be initiated 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 consent in writing to the annexation of their land.”

**Finding:** The property owner who owns all of the land and real property, and full assessed value of real

property in the contiguous territory, has filed an application and petition requesting annexation to the City of Springfield (Attachment 2, Exhibit B).

Conclusion: The application requirements in SDC 5.7.125 have been met.

**Site Information:** The subject annexation area consists of a parallelogram-shaped property comprising approximately 2.44 acres. The property is bounded on the north by Franklin Boulevard and is located just west of the intersection of Franklin and Glenwood Boulevard. The property was formerly operated as an auto parts store and warehouse buildings for different uses. The site is developed with the former retail building, three warehouse buildings and a paved parking lot and driving aisles. Historically there has been a manufactured home on the southern/rear portion of the property behind the retail building. However, that manufactured home has been removed recently. Legal and physical access to the site is provided via a commercial driveway entrance onto Franklin Boulevard. The subject property is inside the Springfield Urban Growth Boundary (UGB) and it is contiguous to the City limits along the southern, western and northern boundaries. The purpose for annexing the property is to allow for connection of the existing buildings to public sanitary sewer and to facilitate future development or redevelopment of the property.

Current zoning for the property is Glenwood Office Mixed Use (GOMU) with an Urbanizable Fringe Overlay District (UF-10) applied. After annexation, the UF-10 overlay will be removed and the subject property will remain within the Glenwood Office Mixed Use District.

Existing public services are provided to the annexation area as follows: police (Lane County Sheriff), schools (Eugene 4J School District), roads (City of Springfield), and Fire (Eugene-Springfield Fire under contract with the Glenwood Water District). Springfield Utility Board (SUB) provides electrical and water service to incorporated areas of Glenwood. SUB Water has an existing water line within Franklin Boulevard along the northern boundary of the annexation area. The Metropolitan Wastewater Management Commission (MWMC) operates a sanitary sewer trunk line that runs just outside the western boundary of the property. Upon annexation, the City of Springfield will be responsible for all urban services (excepting sanitary sewer) for the property including water and electricity (through SUB), transportation and police/fire response to the subject area. MWMC will continue to operate the public sanitary sewer trunk line that borders the property.

**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 May 9, 2024, which is more than 14 days prior to the public hearing date to owners and occupants of properties located within 300 feet of the perimeter of the proposed annexation 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. The list of recipients of the mailed notice is included with the Affidavit of Mailing for this annexation application and is retained as part of the public record for Planning Case 811-24-000076-TYP4.

**Newspaper Notice.** Notice of the June 3, 2024 public hearing was published in the print version of *The Chronicle* on May 23 and 30, 2024. The notification meets the requirements of SDC 5.7.130(B) for two consecutive notices in the two-week period before the hearing.

**Posted Notice.** Notice of the June 3, 2024 public hearing was posted in four places in the City: at the northwest corner of the property frontage on Franklin Boulevard; at the northeast corner of the property frontage on Franklin Boulevard; on the Public Notices bulletin board in the lobby of City Hall and on the City website. The public hearing notice was also digitally posted on the electronic display in the foyer of the Development & Public Works office in Springfield City Hall.

Conclusion: Notice of the public hearing was provided consistent with SDC 5.7.130.

**Public Testimony Received.** No telephone calls or written comments were received during the public notification period that started with issuance of mailed notices on May 9, 2024 and extended through the continued public hearing period from June 3 to September 3, 2024 when the City Council concluded the public hearing.

**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 SDC 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 territory is located within the acknowledged urban growth boundary (UGB) of the City of Springfield (see additional discussion in Subsection B below). The property requested for annexation is contiguous with the City limits along portions of the southern, western and northern boundary. The proposal meets the requirements of SDC 5.7.140(A)(1) for contiguity to the current City limits. Therefore, this annexation application meets the statutory definition of contiguity as found in ORS 222.111(1).

Conclusion: The proposal meets and complies with Criterion (A)(1) of SDC 5.7.140.

- 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 original *Metro Plan* UGB encompassed both Eugene and Springfield, with I-5 being the acknowledged boundary between Eugene and Springfield. With the passage of House Bill 3337 in 2007 and adoption of Ordinance 6268 in 2011, a separate and distinct UGB was created for Springfield using a tax lot by tax lot delineation. Springfield's UGB as delineated by Ordinance 6268 was subsequently revised and expanded upon adoption of Ordinance 6361 in 2016. The revised and expanded UGB is delineated on an individual tax lot basis and has been acknowledged by LCDC. Territory within the acknowledged UGB ultimately will be within the City of Springfield.

Finding: In June 2012, Springfield adopted the Phase 1 *Glenwood Refinement Plan* which redesignated and rezoned properties within the Glenwood Riverfront, including the subject property. The subject site is located within the Franklin Riverfront component of the Refinement Plan. Concurrent with adoption of the Phase 1 *Glenwood Refinement Plan*, the property was redesignated and rezoned from Light Medium Industrial (LMI) to Glenwood Office Mixed Use.

Finding: In December 2016, Springfield adopted the *Springfield Comprehensive Plan - Urbanization Element* as a component of Springfield's comprehensive plan in compliance with Statewide Planning Goal 14, Urbanization. The *Urbanization Element* explicitly retains the *Metro Plan's* long-standing urbanization policy criteria for approving annexations. The *Urbanization Element* has been acknowledged by LCDC.

Finding: The territory requested for annexation is within an area that is zoned Glenwood Office Mixed Use which is consistent with the comprehensive plan designation. The adopted elements of the *Springfield Comprehensive Plan* apply to areas within the Springfield UGB, particularly the *Urbanization Element* adopted by Ordinance 6361. The Urbanizable Fringe (UF-10) overlay will be effectively removed upon annexation. Following annexation, the applicant can connect with City services and initiate further development or redevelopment of the property in accordance with provisions of the adopted Refinement Plan and the City's Development Code.

Finding: The continued annexation of properties to the City of Springfield is consistent with Policy 29 of the *Springfield Comprehensive Plan - Urbanization Element* which specifies annexation as the preferred mechanism for provision of urban services to properties within the UGB, which will result in the elimination of special districts within the urbanizable area.

Finding: More detailed discussion of Public Facilities and Services in the *Metro Plan* (Section III-G) and the *Eugene-Springfield Public Facilities and Services Plan* (PFSP) – a refinement plan of the Metro Plan – contemplates eventual elimination of special service districts within each city’s UGB as annexation occurs incrementally. Policy G.9 of the Eugene-Springfield PFSP states that Eugene and Springfield and their respective utility branches, Eugene Water & Electric Board (EWEB) and Springfield Utility Board (SUB), shall ultimately be the water service providers within their respective urban growth boundary. The requested annexation is consistent with this adopted policy.

Finding: The territory requested for annexation is currently within the service area of the Glenwood Water District. The water district has a contractual service arrangement with Eugene-Springfield Fire Department for provision of fire response. After the public hearing and Council adoption of the annexation Ordinance, the annexation area will be withdrawn from the Glenwood Water District consistent with ORS 222.520 and 222.524 and the City of Springfield by and through the Eugene-Springfield Fire Department will provide fire and life safety services to the annexation area.

Approval Standard: In accordance with Policy 33 of the *Springfield Comprehensive Plan – Urbanization Element*, SUB is the exclusive water service provider within the Springfield city limits.

Finding: The Glenwood Water District provides water service to unincorporated areas of Glenwood including the subject property. Upon annexation, the territory will be withdrawn from the Glenwood Water District and the City by and through the Springfield Utility Board will provide potable water service to the annexation area.

Finding: In accordance with Policy 34 of the *Springfield Comprehensive Plan – Urbanization Element*, when unincorporated territory within the UGB is provided with any new urban service, that service shall be provided by one of the following methods in this priority order: a) Annexation to City; or b) Contractual annexation agreements with City.

Finding: In accordance with Policy 35 of the *Springfield Comprehensive Plan – Urbanization Element*, the City shall not extend water or wastewater service outside City limits to serve a residence or business without first obtaining a valid annexation petition, a consent to annex agreement, or when a health hazard abatement annexation is required.

Finding: The requested annexation is to allow for immediate connection of the buildings to public sanitary sewer service. There is an existing 24-inch sanitary sewer trunk line that runs parallel with and just outside the western boundary of the annexation area. This segment of sewer trunk line is owned and operated by the Metropolitan Wastewater Management Commission. Maintenance of the line, including the provision for any private connections, is overseen by the City’s Development & Public Works Department. The applicant has provided evidence of a 2001 encroachment permit for installation of a private 8-inch sanitary sewer connection to the 24-inch sewer trunk line with a lateral that is stubbed into the subject property. The private 8-inch lateral was installed but not placed into operation pending annexation of the property, and services can be connected to this line upon annexation.

Finding: The annexation would also facilitate future development or redevelopment of the property. The site will require the extension of multiple private sanitary sewer laterals to existing (and future) buildings from the 8-inch private connection to the sewer trunk line operated by MWMC. Because of the existing public sanitary sewer line and private connection installed in 2001, this key service will be immediately available upon annexation to the City - which is consistent with Policy 34. There is no proposal to extend public sewer or water to a non-annexed area. Further discussion about the water system is found in Section C below.

Conclusion: The proposal meets and complies with Criterion B of SDC 5.7.140.

**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**

Approval Standard: In accordance with Policy 29 of the *Springfield Comprehensive Plan – Urbanization Element*, annexation shall continue to be a prerequisite for urban development and the delivery of City services in accordance with the Springfield Comprehensive Plan and Springfield Development Code.



Approval Standard: In accordance with Policy 31 of the *Springfield Comprehensive Plan – Urbanization Element*, key urban facilities and services are defined as wastewater service; stormwater service; transportation; solid waste management; water service; fire and emergency medical services; police protection; citywide park and recreation programs; electric service; land use controls; communication facilities; and public schools on a districtwide basis.

Approval Standard: In accordance with Policy 32 of the *Springfield Comprehensive Plan – Urbanization Element*, urban services provided by the City upon annexation to Springfield include storm and sanitary sewer; water; transportation systems; police and fire protection; planning, building, code enforcement and library services; and public infrastructure maintenance of City owned or operated facilities.

Finding: The territory requested for annexation is contiguous with the City limits line along the southern, western and northern boundary. The proposal meets the contiguity requirements for the purpose of advancing this annexation request. Urban utilities including water and electricity are located along the property frontage on Franklin Boulevard and a sanitary sewer trunk line is already installed and operating outside the western boundary of the property. Therefore, the urban service delivery systems are already available and in place or can be logically extended from points on the periphery to serve the subject property. The following urban utilities, facilities and services are either available or can be extended to this annexation area:

Water – The Springfield Utility Board operates the public water utility system within incorporated areas of Glenwood. As noted above, SUB is the exclusive water service provider for properties within the City limits. Upon annexation, the subject property will be eligible to receive SUB Water service. There is an existing 8-inch water line that runs along the northern edge of the annexation territory within Franklin Boulevard. The subject territory does not abut any other public streets so there is no requirement or need to extend public water lines through or past the property.

Electricity – SUB owns and operates underground and overhead electrical transmission lines along Franklin Boulevard. The subject property already has commercial electrical service that will remain upon annexation. Existing electrical system infrastructure within the public rights-of-way and easements will continue to be maintained by the affected utility provider.

Police Services – Springfield Police Department currently provides service to areas of Glenwood that are already inside the City limits. The annexation territory is currently within the jurisdiction of the 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 Eugene-Springfield Fire Department under contract with the Glenwood Water District. Upon annexation, the property will be withdrawn from the rural water district and the Eugene-Springfield Fire Department will directly provide fire and emergency services to the subject territory.

Emergency medical transport (ambulance) services are provided on a metro-wide basis by the Eugene-Springfield Fire Department. 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 within the City of Springfield by the Willamalane Park & Recreation District. The park district operates several indoor recreation facilities, such as the Willamalane Park Swim Center, Lively Park Swim Center, Bob Keefer Center for Sports and Recreation, and Willamalane Adult Activity Center. 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 Glenwood Riverfront to the north and east of the subject site is identified for future park and public walkway development as described in the adopted *Glenwood Refinement Plan*. However, there are no future or potential park or open space areas identified within the subject annexation territory.

Concurrent with annexation to the City of Springfield, the subject property will be annexed to the Willamalane Park & Recreation District consistent with City policy, an intergovernmental agreement between the City of Springfield and Lane County, and the adopted *Willamalane Comprehensive Plan*.

Library Services – Upon annexation to the City of Springfield, the subject area will be served by the Springfield Public Library.

Schools – The Eugene 4J School District serves this area of Glenwood. The Eugene 4J District has capacity to serve the annexation area in its current configuration because there are no current or anticipated residents on the property. However, based on provisions of the Glenwood Office Mixed Use district (i.e. high density residential dwellings are allowable) it is conceivable that the annexation territory could generate a school-age population. At the time of future development or redevelopment, the School District would be referred any development plans including proposals for high density residential dwellings that could generate a new student population on this site.

Sanitary Sewer – The annexation territory abuts a section of a 24-inch sanitary sewer trunk line operated by MWMC. The trunk sewer line is designed and sized to serve incorporated commercial and industrial sites within Glenwood, including the Lane County waste transfer station on East 17<sup>th</sup> Avenue. Full buildout of residential, industrial and mixed-use properties within the Phase 1 and 2 *Glenwood Refinement Plan* areas is predicated on available sanitary sewer capacity within this public line. Currently, about one-half of the sanitary sewer catchment area is annexed and developed with urban uses that contribute flows to the sanitary sewer system. The draft Annexation Agreement prepared for the property includes provisions for using an existing connection to the MWMC sewer line (Attachment 2, Exhibit C).

According to a 2001 encroachment permit from the City, the subject property has an 8-inch private lateral that connects to the 24-inch public sewer line outside the western boundary of the site. The existing 8-inch connection is stubbed into the subject property and has adequate capacity for full site buildout. All effluent originating from the property can be directed to the 8-inch connection to the public system.

Stormwater – The subject annexation territory is not currently served by a public stormwater management system although there are piped and open channel facilities outside the southern boundary of the property. A large proportion of the annexation territory is impervious surface because it is comprised of building rooftops and paved parking lots and driving aisles. With future development or redevelopment on the property, regulations embodied within the Glenwood Office Mixed-Use district will require the applicant to manage stormwater on the site to the greatest extent practicable, including provision for treatment and infiltration of runoff. Overflow to the public stormwater system on the periphery may be allowable depending on the final on-site stormwater system design and as permitted under the City's stormwater development regulations in effect on the date of submittal. Review and approval of any proposed stormwater system(s) will be done in conjunction with future land use actions for the further development or redevelopment of the property.

Streets – The northern boundary of the subject annexation area fronts onto Franklin Boulevard, which is classified as an urban arterial street. Along the subject property frontage, Franklin Boulevard is developed with curb, gutter, sidewalk, paving, street lighting, striped bicycle lanes and a five-lane profile including two striped vehicle travel lanes in each direction with a bi-directional center turn lane. In accordance with provisions of the Annexation Agreement and consistent with the adopted *Glenwood Refinement Plan*, the developer must provide for future Franklin Boulevard frontage improvements including, but not limited to: placement of overhead utility lines underground, and installation of decorative pedestrian-scale street lighting, street trees and 7-foot wide setback sidewalks. The Annexation Agreement provides for trigger actions that will necessitate the installation of Franklin Boulevard improvements.

There is no requirement or need for extension of new public streets through the subject annexation territory. For this reason, the Annexation Agreement only discusses frontage improvements for existing Franklin Boulevard and does not contemplate or require dedication of additional rights-of-way.

Solid Waste Management – The City and Sanipac have an exclusive franchise arrangement for garbage service inside the City limits. Upon annexation, solid waste disposal service would be provided by Sanipac.

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 this area.

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

Finding: The minimum level of key urban facilities and services, as outlined in the *Springfield Comprehensive Plan – Urbanization Element* are available to the site, or there is sufficient capacity that will exist at the time of development.

Conclusion: The proposal meets and complies with Criterion C of SDC 5.7.140.

**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 area proposed for annexation is a former industrial property currently zoned for Glenwood Office Mixed Use. The subject annexation area contains warehouse buildings that can remain as legally-created non-conforming uses. All key public utilities, including sanitary and storm sewer, water, electricity and telecommunications are available on the public street frontage or immediate periphery of the annexation territory. Future land division, development or redevelopment of the property will trigger provisions of the Annexation Agreement including the property owner’s responsibilities for Franklin Boulevard frontage improvements. The City and property owner have executed the Agreement and it is attached hereto for reference (Attachment 2, Exhibit C).

Conclusion: The proposal meets and complies with Criterion D of SDC 5.7.140.

**City Council Decision (SDC 5.7.145):** City Council approval of the annexation application shall be by Ordinance.

Finding: The City Council conducted a first reading of the Annexation Ordinance and opened the Public Hearing on June 3, 2024. The public hearing for the subject annexation request was continued to the regular meeting on June 17, 2024. Staff is recommending continuing the public hearing to the regular meeting on July 1, 2024 to provide the applicant additional time to present any concerns about the annexation agreement to the City. Based on the staff analysis and recommendations, and on testimony provided at the Public Hearing, the City Council may take action to approve, modify, or deny the Annexation Ordinance at the July 1, 2024 meeting.

**Zoning (SDC 5.7.150):** The area requested for annexation is zoned and designated Glenwood Office Mixed Use District in accordance with the Springfield Zoning Map, the adopted *Springfield Comprehensive Plan* and the adopted Phase 1 *Glenwood Refinement Plan* diagrams. Properties that are outside the City limits have the Urbanizable Fringe Overlay District (UF-10) applied to the zoning. Upon the effective date of the annexation, the UF-10 overlay will be automatically removed and the property will retain the Glenwood Office Mixed Use zoning.

**Effective Date and Notice of Approved Annexation (SDC 5.7.155):** The subject annexation request is being presented to the City Council for third reading on July 1, 2024. Staff is recommending a third continuance of the public hearing to the regular meeting on September 3, 2024. Because the September 3 City Council meeting is within 90 days of the 2024 election, the annexation and special district withdrawal will become effective on the day following the general election (November 6, 2024), or upon acknowledgement of filing with the Secretary of State – whichever date is later.

**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 SDC 5.7.130.

Finding: The annexation area is within the delineated service territory of the Glenwood Water District (contracted fire response). The Cities of Eugene/Springfield will directly provide fire and emergency services after annexation. Upon annexation, the City by and through SUB will provide water service to the subject territory. Consistent with SDC 5.7.160, notice was provided for the public hearing on June 3, 2024. Withdrawal from the Glenwood Water District concurrently with annexation of the territory to the City of Springfield is in the best interest of the City. The withdrawal from the Glenwood Water District is necessary to implement Policies 31 and 32 of the *Springfield Comprehensive Plan – Urbanization Element* whereby annexation is prioritized for the City of Springfield to provide urban services to its incorporated territory, and existing special service districts within the City's UGB are to be dissolved over time.

**DIRECTOR'S RECOMMENDATION: Conduct a third reading of the ordinance and continue the public hearing to the regular meeting on September 3, 2024.**

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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Nathan Bell / Finance  
**Staff Phone No:** 541-726-2364  
**Estimated Time:** 5 Minutes  
**Council Goals:** Provide Financially Responsible and Innovative Government Services

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**ITEM TITLE:**

GENERAL OBLIGATION BOND AUTHORIZATION

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**ACTION REQUESTED:** Adopt/Not Adopt A RESOLUTION OF THE CITY OF SPRINGFIELD, OREGON AUTHORIZING THE SALE OF GENERAL OBLIGATION BONDS.

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**ISSUE STATEMENT:** On May 21, 2024, the voters of the City of Springfield approved Measure 20-351, authorizing the City to issue a maximum of \$20,000,000 of general obligation bonds to fix City streets. Staff is now seeking authorization to take those steps necessary for the issuance of the general obligation bonds approved by the voters.

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**ATTACHMENTS:** [1 – Resolution Authorizing the Sale of General Obligation Bonds](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:** On February 5, 2024, the Council authorized the referral to voters a ballot measure authorizing the issuance of a maximum of \$20,000,000 of general obligation bonds to fund projects to fix City streets. On May 21, 2024, the measure was approved by voters.

Staff is currently working with the City’s financial advisors to discuss the best way to structure the bond issuance. At this time, given the size of the issuance and the projected timeframe of project expenditures, staff is considering a public bond sale of both tax-exempt and taxable bonds to maximize the funds available for projects while minimizing the cost to the taxpayer.

Staff will work with the City’s financial advisors over the coming months to prepare for a bond issuance anticipated for late summer.

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**CITY OF SPRINGFIELD, OREGON  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SPRINGFIELD, OREGON AUTHORIZING THE SALE OF  
GENERAL OBLIGATION BONDS.**

**WHEREAS**, the voters of the City of Springfield, Oregon (the "City") approved Measure 20-351 at the May 21, 2024 general election, authorizing the City to issue a maximum of \$20,000,000 of general obligation bonds (the "Bonds") to fix City streets, as described in that measure (the "Projects"); and

**WHEREAS**, it is now desirable to authorize the sale of the general obligation bonds that were approved by the City's voters on May 21, 2024; and

**WHEREAS**, ORS 287A.050 limits the amount of general obligation bonds for street improvements and certain other types of general obligation bonds to three percent of the real market value of taxable property in the City, and issuing the Bonds will not cause the City to exceed this limit;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD:

Section 1. **Bonds Authorized.** The City hereby authorizes the issuance of a maximum of \$20,000,000 (Twenty Million Dollars) in aggregate principal amount of Bonds to finance the Projects, including paying costs related to the Bonds.

Section 2. **Delegation.** The City Manager, the City Finance Director or the person designated by the City Manager or the City Finance Director to act on behalf of the City pursuant to this Resolution (each a "City Official") may, on behalf of the City and without further action by the Common Council:

- (1) Sell and issue all or any portion of the Bonds in one or more series, which may be sold at different times.
- (2) Structure each series of the Bonds as draw down borrowings or borrowings fully funded at closing.
- (3) Participate in the preparation of, authorize the distribution of, and deem final any official statement or other disclosure documents relating to each series of the Bonds.
- (4) Establish the structure, principal amount, interest rates, payment schedule and other terms for each series of the Bonds.
- (5) Execute and deliver a bond declaration and/or bond purchase agreement for each series of the Bonds specifying the terms under which each series of the Bonds are issued and making covenants for the benefit of Bond owners and any providers of credit enhancement for the Bonds.
- (6) Publish a notice of sale, receive bids and award the sale of each series of the Bonds to the bidder complying with the notice and offering the most favorable terms to the City, or select one or more underwriters, commercial banks or other lenders and negotiate the sale of any series with those underwriters, commercial banks or lenders.

- (7) Undertake to provide continuing disclosure for each series of the Bonds and to comply with Rule 15c2-12 and any other applicable requirements of the United States Securities and Exchange Commission and any other federal agencies.
- (8) Apply for ratings for each series of the Bonds, determine whether to purchase municipal bond insurance or obtain other forms of credit enhancements for each series of the Bonds, enter into agreements with the providers of credit enhancement, and execute and deliver related documents.
- (9) Engage the services of paying agents and any other professionals whose services are desirable for the Bonds and negotiate the terms of and execute any agreement with such professionals.
- (10) Determine whether each series of the Bonds will bear interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended (the "Code"), or is includable in gross income under the Code. If a series bears interest that is excludable from gross income under the Code, the City Official may enter into covenants to maintain the excludability of interest on that series of the Bonds from gross income.
- (11) Designate any series of the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code, if applicable.
- (12) Execute and deliver each series of the Bonds to their purchaser.
- (13) Execute and deliver any agreements or certificates and take any other action in connection with each series of the Bonds which the City Official finds is desirable to permit the sale and issuance of that series of the Bonds in accordance with this Resolution.

**Section 3. Security for Bonds.** The Bonds shall be general obligations of the City. Pursuant to ORS 287A.315, the City hereby pledges its full faith and credit to pay the Bonds, and the City covenants for the benefit of the Bond owners that the City shall levy annually, as provided by law, in addition to its other ad valorem property taxes and outside the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution, a direct ad valorem tax upon all of the taxable property within the City in sufficient amount, after considering discounts taken and delinquencies that may occur in the payment of such taxes, to pay the Bonds promptly as they mature.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its adoption.

ADOPTED by the Common Council of the City of Springfield on this 1st day of July, 2024, by a vote of \_\_\_\_ for and \_\_\_\_ against.

Attest:

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City Recorder

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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Mark Rust/DPW  
**Staff Phone No:** 541.726.3654  
**Estimated Time:** 20 Minutes  
**Council Goals:** Encourage Economic  
Development and  
Revitalization through  
Community Partnerships

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**ITEM TITLE:** VERTICAL HOUSING TAX CREDIT FOR 448 MAIN ST.

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**ACTION  
REQUESTED:** Move to adopt/not adopt the resolution to approve the application for the Vertical  
Housing Tax Credit for 448 Main St.

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**ISSUE  
STATEMENT:** The redevelopment and revitalization of downtown Springfield is a top priority for  
the City Council. Downtown will benefit greatly from the creation of new housing  
in the downtown corridor. The State of Oregon has enacted the Vertical Housing  
development Zone program (VHDZ) to assist jurisdictions with the development of  
housing within the urban core. Massaka Properties is developing a multi-floor  
housing project that is eligible for tax exemption under the Vertical Housing Tax  
Credit (VHDZ) program.

---

**ATTACHMENTS:** [1. Council Briefing Memo](#)  
[2. Application materials](#)  
[3. Budget Projection](#)  
[4. Building Plan Set 1](#)  
[5. Building Plan Set 2](#)  
[6. Area Plan Sheet](#)  
[7. Resolution](#)

---

**DISCUSSION/  
FINANCIAL  
IMPACT:** The creation of a new housing units in Springfield's downtown is essential to the  
vitality, growth and stability of the area. Massaka Properties is developing a three  
floor mixed use project at 5<sup>th</sup> Street and Main. The project will consist of ground  
floor commercial two floors of housing and would be eligible for 80% tax  
exemption under the VHDZ program. Tax exemption provided by the VHDZ  
program would help ensure the project's success.

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**MEMORANDUM**

**City of Springfield**

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**Date:** July 1, 2024

**To:** Nancy Newton, City Manager **COUNCIL**

**From:** Mark Rust, Planning Manager, Current Planning **BRIEFING**  
 Jeff Paschall, Community Development Director

**Subject:** Vertical Housing Tax Credit for 448 Main St. **MEMORANDUM**

---

**ISSUE:** The redevelopment and revitalization of downtown Springfield is a top priority for the City Council. Downtown will benefit greatly from the creation of new housing in the downtown corridor. The State of Oregon has enacted the Vertical Housing development Zone program (VHDZ) to assist jurisdictions with the development of housing within the urban core. Massaka Properties is developing a multi-floor housing project that is eligible for tax exemption under the Vertical Housing Tax Credit (VHTC) program.

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**COUNCIL GOALS/MANDATE:**

Encourage Economic Development and Revitalization through Community Partnerships

**BACKGROUND:**

The Vertical Housing Tax Credit program is a state program pursuant to Oregon Revised Statutes (ORS) 307.841 to 307.867. This program allows cities to adopt a city specific VHTC program or rely directly on the state program. The City of Springfield has not adopted a city specific VHTC program and instead relies on the state program. The City Council did create a Vertical Housing Tax Zone (VHTZ) on October 12, 2004 through resolution 04-36. The resolution included that the construction of new housing above new or existing commercial space is a desired outcome method of increasing housing opportunities in the downtown core, and that the creation of new housing units in the downtown is an essential part of the redevelopment process. It was also found at that time that the partial property tax exemption provided by the creation of a VHTZ in the downtown corridor would provide significant financial assistance and therefore encourage such development. The boundaries of the VHTZ are the same as the boundaries of the Downtown Redevelopment Area.

**DISCUSSION**

Under ORS 307.858 the requirements for certification of a vertical housing development project are:

1. The project must be entirely located within a vertical housing development zone designated by the city or county with which the application for certification is filed.
  2. The project must have and maintain an exemption multiplier of at least 1.0 as computed under ORS 307.857 (4)(b) or (c).
  3. Construction or rehabilitation must have been started on each building included in the project, including, but not limited to, additions that expand or enlarge an existing building.
  4. At least 50 percent of the project’s ground floor that fronts on the primary public street must be committed to nonresidential use. If a project has access to only one public street, the square footage of driveways, loading docks, bike storage, garbage receptacles and building entryways shall be excluded before applying the 50 percent test. For the project’s ground floor to be considered committed to nonresidential use, all ground floor interior spaces that
-

front on the primary public street must be constructed to building code standards for commercial use or planned for commercial use upon completion.

ORS 307.864 Partial property tax exemption for vertical housing development projects

(1) For the first tax year in which, as of the assessment date, a vertical housing development project is occupied or ready for occupancy following certification under ORS 307.857, and for the next nine consecutive tax years:

(a) The property of the vertical housing development project, other than the land of the project, shall be partially exempt from ad valorem property taxes imposed by local taxing districts, other than the districts that elected not to participate in the vertical housing development zone pursuant to ORS 307.844 (4), as identified in the certification issued under ORS 307.857 (8), in a percentage equal to the lesser of:

(A) 20 percent multiplied by the exemption multiplier for property dedicated to residential uses or low income residential housing, as computed under ORS 307.857 (4)(b) or (c), respectively; or

(B) 80 percent.

(b) The land of the vertical housing development project shall be partially exempt from ad valorem property taxes imposed by local taxing districts, other than the districts that elected not to participate in the vertical housing development zone pursuant to ORS 307.844 (4), in the same percentage determined under paragraph (a) of this subsection, for property in the project dedicated to low income residential housing, as identified in the certification issued under ORS 307.857 (8).

(2) In order for the property of a vertical housing development project to receive the partial property tax exemption described in subsection (1) of this section, the vertical housing development project property owner, project applicant or other person responsible for the payment of property taxes on the project must notify the city or county that the project is occupied or ready for occupancy, and the city or county must notify the assessor of the county in which the project is located, in the manner set forth in ORS 307.512, that the project is occupied or ready for occupancy and has been certified under ORS 307.857.

These requirements are evaluated below based on the applicant's submittal materials (Attachment 2).

1. The project must be entirely located within a vertical housing development zone designated by the city or county with which the application for certification is filed.

*Applicant's statements to address this requirement: The property is included in the designated vertical housing development zone within downtown Springfield, Oregon.*

*A. The address and boundaries of the proposed vertical housing development project.*

- *Address: 448 Main St., Springfield, OR 97477*
- *Boundaries: Site is bounded by 5th Street (east), Main Street (south), 442 Main Street (west), and the alley (north).*



Staff finds that the area as adopted July 26, 2004 by Resolution 04-36 created the area as: Mill Street (west boundary), South A Street (south boundary), 10<sup>th</sup> Street (east boundary), and B Street (north boundary), excluding the residential areas on the south side of B Street between 8<sup>th</sup> and 10<sup>th</sup> Streets, and on the north side of A Street between 9<sup>th</sup> and 10<sup>th</sup> Streets. Staff finds that the project area is within this zone and therefore meets this requirement.

2. The project must have and maintain an exemption multiplier of at least 1.0 as computed under ORS 307.857 (4)(b) or (c).

*Applicant's statements to address this requirement: For purposes of this section, square footage does not include areas used for parking, patios or porches, unless these areas are demonstrated to the satisfaction of the city or county to be economically necessary to the project or the city or county otherwise determines that it is appropriate to include the areas in square footage. Each application filed under this section must contain the results of the following computations.*

*A. The average floor area of a project equals the total square footage of the project divided by the number of floors of the project that are at least 500 square feet in area. The minimum area of the floors in the divisor may be increased or otherwise qualified by the city or county by rule.*

- *The average floor area: 12,770 total SF/3 stories = **4,256.67 SF***

*B. For purposes of determining the partial exemption under ORS 307.864 (Partial property tax exemption), the exemption multiplier for square footage dedicated to residential uses shall be determined by dividing the total square footage dedicated to residential uses in the project by the average floor area of the project determined under paragraph (a) of this subsection, without rounding this quotient up or down.*

- *Residential square footage:*

- *1. Level 1: 1,043.5 SF*
- *2. Level 2: 4,365 SF*
- *3. Level 3: 3,591 SF*

*The exemption multiplier: 8,999.5 total res. SF/4,256.67 SF = **2.11***

Staff consulted the square footage numbers from the approved building plan set and compared the numbers to those submitted by the applicant on the Area Plan Sheet that is included at Attachment 6. Due to the live-work unit not counting as “exclusively residential” under the rules for the VHTE, the 244.5 square feet included in the submitted numbers will be excluded. The revised numbers are:

- *The average floor area: 12,771 total SF/3 stories = 4,257 SF*

- *1. Level 1: 799 SF*
- *2. Level 2: 4,365 SF*
- *3. Level 3: 3,591 SF*

*Total SF = 8,755 SF total res./*

*The exemption multiplier: 8,755 total res. SF/4,257 SF = **2.05***

Based on the calculation being well over 1.0, staff finds that this requirement is satisfied.

3. At least 50 percent of the project's ground floor that fronts on the primary public street must be committed to nonresidential use. If a project has access to only one public street, the square footage of driveways, loading docks, bike storage, garbage receptacles and building entryways shall be excluded before applying the 50 percent test. For the project's ground floor to be considered committed to nonresidential use, all ground floor interior spaces that front on the primary public street must be constructed to building code standards for commercial use or planned for commercial use upon completion.

*Applicant's statements to address this requirement: Ground floor commercial – 1 large tenant space along Main St. (2,721 SF), 1 smaller tenant space along 5th St. (806 SF), 1 accessible live/work unit (50% of square footage dedicated to commercial = 244.5 SF); to be built as shell spaces for this permit; large commercial space tenant has been identified, small space tenants not yet identified.*

Staff finds that based on the applicants provided numbers, at least 50% of the ground floor that fronts on the primary public street is committed to nonresidential use. This requirement is satisfied.

In order to calculate the partial property tax exemption the calculations in ORS 307.857(4) area used based on the information in the applicants submittal. 307.864

(4) Each application filed under this section must contain the results of the following computations:

(a) The average floor area of a project equals the total square footage of the project divided by the number of floors of the project that are at least 500 square feet in area. The minimum area of the floors in the divisor may be increased or otherwise qualified by the city or county by rule.

(b) For purposes of determining the partial exemption under ORS 307.864, the exemption multiplier for square footage dedicated to residential uses shall be determined by dividing the total square footage dedicated to residential uses in the project by the average floor area of the project determined under paragraph (a) of this subsection, without rounding this quotient up or down.

For (a) staff calculates 4,257 square feet. The calculation provided for (b) is 8,755 average residential square feet/4,257 square feet equal 2.05 for the exemption multiplier.

Based on ORS 307.864(1)(a) the partial exemption is a percentage equal to the lesser of:

- (A) 20 percent multiplied by the exemption multiplier -  $20 \times 2.05 = 41\%$ , or
- (B) 80 percent.

**The partial exemption amount is 41%.**

#### **ADDITIONAL DISCUSSION:**

For the purpose of ORS 307.857(2)(i) the project must be operated and maintained in a manner consistent with the application. This section states that the duration of the commitment "includes" any low income housing, but the requirement itself is *not* limited to projects that include low income housing. There will need to be deed restriction recorded against the property that would prevent the

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residential units from being used for nonresidential purposes during the tax exemption period – such as a prohibition on using the units for transient occupancy (e.g. like a hotel or hostel use) or for short term rentals, nursing home facilities, or other nonresidential uses. The March 21 project narrative states that a deed restriction will be recorded to satisfy this requirement.

The applicant has provided an executed construction contract (AIA Document A103-2017, Standard form of Agreement Between Owner and Contractor) included in ATT2, that includes a cost estimate breakdown, as well as an updated Budget Projection, dated 3/15/24

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**RECOMMENDED ACTION:** Staff recommends approval of the request for the Vertical Housing Tax Credit as proposed based on the findings above confirming conformance with the approval criteria.

Proposed Motion: Move to adopt the resolution to approve the application for the Vertical Housing Tax Credit for 448 Main St.

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March 21, 2024

Jeff Paschall  
Community Development Director  
Development & Public Works Department  
City of Springfield, OR

**VHTE Application for Exemption**  
**ORS 307.857**

RIVETT BUILDING @ 448 MAIN STREET (MAP/TL #17-03-35-31-08000)

**1 - OVERVIEW**

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The owner of the property at 448 Main Street is undertaking a vertical housing development project and would like to seek the partial property tax exemption set forth in ORS 307.864. The property is included in the designated vertical housing development zone within downtown Springfield, Oregon.

**2 - PROJECT DESCRIPTION**

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This application for exemption includes the content required by ORS 307.857, to be submitted to the City of Springfield, as follows:

- A. The address and boundaries of the proposed vertical housing development project.
  - o Address: 448 Main St., Springfield, OR 97477
  - o Boundaries: Site is bounded by 5<sup>th</sup> Street (east), Main Street (south), 442 Main Street (west), and the alley (north). See attached legal lot description.
  
- B. A description of the existing state of the property.
  - o The project outlined below has been approved for permits and is currently under construction, slated for completion September 2024
  
- C. A description of the proposed project construction or rehabilitation, including the design of the construction or rehabilitation, the cost of the construction or rehabilitation and the number of floors and residential units to be constructed or rehabilitated.
  - o The project includes adaptive reuse of an existing single-story building, and an addition of 2 new stories above. The existing building was constructed in 1909 of 12" thick reinforced concrete exterior walls and wood-framed floor and roof assemblies. A mid-span beam was supported by wood columns.



The building was originally occupied by a dry-goods store, and has been home to many retail and commercial tenants over its 115-year lifespan. In its most recent configuration, prior to the current remodel, the building included 1 large commercial space along Main Street and 2 smaller commercial spaces along 5th Street.

The scope of the current project includes reconfiguration of the ground floor to create 1 large commercial tenant space, 1 small commercial tenant space, 1 live/work residential unit, a residential entry lobby, and 2 egress stairwells. Additionally, new structure has been inserted to support 2 new stories above, which contain 12 townhouse-style apartments and accessory common spaces such as laundry.

The project cost will be approximately \$4.32M - see attached control estimate from contractor Ryan Thomas Construction.

- D. A description of the nonresidential uses to which any portion of the proposed project is to be put, including the proportion of total square footage of the project proposed for nonresidential uses.
- Ground floor commercial - 1 large tenant space along Main St. (2,721 SF), 1 smaller tenant space along 5<sup>th</sup> St. (806 SF), 1 accessible live/work unit (50% of square footage dedicated to commercial = 244.5 SF); to be built as shell spaces for this permit; large commercial space tenant has been identified, small space tenants not yet identified.
  - Nonresidential total square footage is 3,771.5 SF or 29.5% of building.
- E. A description of the proposed portion of the project to be used for residential uses, including the proportion of total square footage of the project proposed for residential uses.
- Ground floor residential - 1 accessible live/work unit at NE corner of building with independent entrance on 5<sup>th</sup> St. (50% of square footage dedicated to residential = 244.5 SF), residential entry lobby, and two egress stairs (total ground floor residential = 1,043.5 SF).
  - 2<sup>nd</sup> and 3<sup>rd</sup> floor residential - 12 one-bedroom, two-story units with east-facing balconies. 2 shared laundry rooms, utility room with mop sink, and shared hall (total = 7,956 SF).
  - Residential total square footage is 8,999.5 SF or 70.5% of the building.





- F. A description of the number and nature of residential units in the proposed project that are to be low income residential housing, including the proportion of total square footage of the project proposed for low income residential housing uses.
  - o Not applicable. There are 0 low income units proposed. The 13 residential units will be listed at market price.
  
- G. The computations made under subsection (4) of this section.
  - o See section (4) for details.
  
- H. Documentation establishing the costs of construction and rehabilitation with respect to the project.
  - o See attached construction contract with control estimate from contractor Ryan Thomas Construction.
  
- I. A commitment that is satisfactory to the city or county, including documentation and evidence of recording of the documentation, that the project will be maintained and operated in a manner consistent with the application submitted under this section for the duration of the commitment. The duration of the commitment, including the eligibility of units in the project as low income residential housing, may not be less than the number of tax years for which the project is intended to be partially exempt from ad valorem property taxes under ORS 307.864 (Partial property tax exemption).
  - o A deed restriction will be recorded to restrict any nonresidential uses/occupancies in the residential areas contributing to the tax exemption calculations.

### **3 & 4 - COMPUTATIONS**

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For purposes of this section, square footage does not include areas used for parking, patios or porches, unless these areas are demonstrated to the satisfaction of the city or county to be economically necessary to the project or the city or county otherwise determines that it is appropriate to include the areas in square footage. Each application filed under this section must contain the results of the following computations.

- A. The average floor area of a project equals the total square footage of the project divided by the number of floors of the project that are at least 500 square feet in area. The minimum area of the floors in the divisor may be increased or otherwise qualified by the city or county by rule.
  - o The average floor area: 12,770 total SF/3 stories = **4,256.67 SF**



- B. For purposes of determining the partial exemption under [ORS 307.864 \(Partial property tax exemption\)](#), the exemption multiplier for square footage dedicated to residential uses shall be determined by dividing the total square footage dedicated to residential uses in the project by the average floor area of the project determined under paragraph (a) of this subsection, without rounding this quotient up or down.
- o Residential square footage:
    1. Level 1: 1,043.5 SF
    2. Level 2: 4,365 SF
    3. Level 3: 3,591 SF
  - o The exemption multiplier: 8,999.5 total res. SF/4,256.67 SF = **2.11**
- C. Intentionally left blank –Ed. *(This outline level was omitted by its authors. It's only implied. This presents an interesting challenge when laying out the text. We've decided to display a blank section with this note, in order to aide readability.)*
- a. For purposes of determining the partial exemption under [ORS 307.864 \(Partial property tax exemption\)](#), the exemption multiplier for square footage dedicated to low income residential housing shall be determined by dividing the total square footage dedicated to low income residential housing in the project by the average floor area of the project determined under paragraph (a) of this subsection, without rounding this quotient up or down.
- o Not applicable
- b. For purposes of the computation made under this paragraph, the square footage dedicated to low income residential housing shall include that proportion of the total square footage of residential common space in the project that equals the proportion of the total square footage of low income residential housing units in the project to the total square footage of all residential housing units in the project.
- o Not applicable
- D. Land that is necessary for a project for which the exemption multiplier determined under paragraph (c) of this subsection equals at least 1.0 shall be certified for partial exemption using the same exemption multiplier as is used for the property of the project. Land that is not necessary for a project may not be certified for partial exemption.
- a. **Requirement met:** exemption multiplier = 2.11 > 1.0



## 5 - APPLICATION DATE

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- A. For rehabilitation that does not involve displacement of tenants, the application must be filed on or before the date on which the rehabilitation is complete.
  - a. **Requirement met:** Rehabilitation and construction still underway, project completion date September 2024.
  
- B. The application must be filed on or before the date on which residential units that are a part of the vertical housing development project are ready for occupancy.
  - a. **Requirement met:** At the time of this application, residential units are not ready for occupancy.

## 6 - CRITERIA

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The city or county shall review each application submitted under this section and shall certify or deny certification based on whether the proposed vertical housing development project meets the requirements described in [ORS 307.858 \(Project certification requirements\)](#) and all criteria established by the city or county that are consistent with [ORS 307.841 \(Definitions for ORS 307.841 to 307.867\)](#) to [307.867 \(Termination of zone\)](#).

- A. The city or county may request any documentation or undertake any investigation necessary to ascertain the veracity of any statement made on an application under this section.
  
- B. The certification issued by the city or county must:
  - a. Identify the property included in the certified vertical housing development project;
  - b. Identify the exemption multiplier based on the square footage in the project dedicated to residential uses as computed under subsection (4)(b) of this section and include a description of the property so dedicated;
  - c. Identify the exemption multiplier based on the square footage in the project dedicated to low income residential housing as computed under subsection (4)(c) of this section and include a description of the property so dedicated; and
  - d. Contain any other information prescribed by the city or county.
  
- C. The determination of the city or county to certify or deny certification is a discretionary determination. The determination is final and is not subject to judicial or administrative review.
  
- D. The city or county may charge appropriate fees to offset the cost of administering the application and certification process under this section and any other related costs. [Formerly 285C.465; 2017 c.326 §6; 2021 c.476 §2]

**OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES**

OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON

52901

OLD NUMBER

CODE NO. 19-00

MAP NO. <u>17.03.35.3.1</u>	TAX LOT NO. <u>8000</u>	<u>313 641</u>	TOWNSHIP _____ S.	RANGE _____ W.M.	AERIAL PHOTO
ACCOUNT	NUMBER	SECTION			
LOT NO. <u>8</u>	BLOCK NO. <u>35</u>	ADDITION <u>Map of Springfield</u>			CITY _____

INDENT EACH NEW COURSE TO THIS POINT

**LEGAL DESCRIPTION**

**DEED RECORD**

**ACRES REMAINING**

E. 40 feet, Lot 8, Block 35  
Springfield, as platted and recorded in Bk. 1  
Pg. 1, LCODR, LCO.

DATE OF ENTRY	DEED NUMBER	ACRES REMAINING
1956	56002	
1969	R443/71317	
1971	R503/25150 (pass)	
1988	R1497/8803291	



# AIA<sup>®</sup> Document A103<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price**

**AGREEMENT** made as of the 25th day of March in the year 2021  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Masaka Properties  
1657 Delrose Ave.  
Springfield, OR 97477

and the Contractor:  
*(Name, legal status, address and other information)*

Ryan Thomas Construction, LLC  
PO Box 8483  
Coburg, OR 97408

for the following Project:  
*(Name, location and detailed description)*

448 Main Street  
448 Main Street  
Springfield, OR 97477  
Remodel and expansion of existing building located at 448 Main Street in Springfield, OR.  
Including commercial remodel of entire main floor and addition of residential apartments  
on top of existing building..

The Architect:  
*(Name, legal status, address and other information)*

Campfire Collaborative: Architecture & Design, PC  
341 Main Street  
Springfield, OR 97477

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A103<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(829904984)



**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 RELATIONSHIP OF THE PARTIES
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 5 CONTRACT SUM
- 6 CHANGES IN THE WORK
- 7 COSTS TO BE REIMBURSED
- 8 COSTS NOT TO BE REIMBURSED
- 9 DISCOUNTS, REBATES AND REFUNDS
- 10 SUBCONTRACTS AND OTHER AGREEMENTS
- 11 ACCOUNTING RECORDS
- 12 PAYMENTS
- 13 DISPUTE RESOLUTION
- 14 TERMINATION OR SUSPENSION
- 15 MISCELLANEOUS PROVISIONS
- 16 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

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interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 4.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- [ X ] The date of this Agreement.
- [ ] A date set forth in a notice to proceed issued by the Owner.
- [ ] Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 4.3 Substantial Completion**

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: June 30, 2022

→ Extend to September 30, 2024  
Initialed 3-22-24

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

**ARTICLE 5 CONTRACT SUM**

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

10% profit and overhead markup on all Costs.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:



§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed percent ( %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 5.1.6 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 5.1.7 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

### § 5.2 Control Estimate

§ 5.2.1 The Contractor shall prepare and submit to the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

§ 5.2.2 The Control Estimate shall include

- .1 the documents enumerated in Article 16, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under Section 5.2.4, to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements; and
- .5 contingencies for further development of design and construction, as required by Section 5.2.4.

§ 5.2.3 The Contractor shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 5.2.4 To the extent that the Contract Documents are anticipated to require further development, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 5.2.5 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

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§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

## ARTICLE 6 CHANGES IN THE WORK

§ 6.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Article 7 of AIA Document A201™-2017, General Conditions of the Contract for Construction. The Contractor shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Contractor shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 6.2 Increased costs for the items set forth in Article 7 which result from changes in the Work shall become part of the Cost of the Work, and the Contractor's Fee shall be adjusted as provided in Article 5.

§ 6.3 If the Contractor receives any drawings, specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Contractor shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Contractor receives further written instructions from the Owner and Architect.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

## ARTICLE 7 COSTS TO BE REIMBURSED

### § 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

RTC Pre-construction services: \$65/hour  
RTC Project Manager: \$60/hour  
RTC Project Engineer: \$55/hour  
RTC Site Superintendent: \$55/hour  
RTC Construction Labor: \$50/hour

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§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

**§ 7.3 Subcontract Costs**

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

**§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of a comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

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§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Contractor's Fee.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the

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aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

## ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; and
- .7 Any cost not specifically and expressly described in Article 7.

## ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials, and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is

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awarded on the basis of a cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

§ 10.3 The Contractor shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Contractor. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

#### ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### ARTICLE 12 PAYMENTS

##### § 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the 2<sup>nd</sup> day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25<sup>th</sup> day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 12.1.4 With each Application for Payment, the Contractor shall submit the cost control information required in Section 5.2.5 along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 12.1.6 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.6.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Article 7;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

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- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 12.1.6.1.1 at the rate stated in Section 5.1.1; or if the Contractor's Fee is stated as a fixed sum in Section 5.1.1, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 12.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.7.

§ 12.1.7 Retainage

§ 12.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

§ 12.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Pre-construction services.

§ 12.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 12.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

§ 12.1.7.3 Except as set forth in this Section 12.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

§ 12.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 12.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.10 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

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§ 12.1.11 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work, as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditor's findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment.

## § 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

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## ARTICLE 13 DISPUTE RESOLUTION

### § 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- [ X ] Arbitration pursuant to Section 15 of AIA Document A201–2017
- [ ] Litigation in a court of competent jurisdiction
- [ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 14 TERMINATION OR SUSPENSION

### § 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

### § 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

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**§ 14.1.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

5% on all billable Costs and fees (including retainage) incurred at date of Owner termination.

**§ 14.2 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

**§ 15.1** Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 15.2** The Owner's representative:

*(Name, address, email address and other information)*

David Loveall  
1657 Delrose Ave.  
Springfield, OR 97477.  
david@threesixteenministries.com  
541-345-9900

**§ 15.3** The Contractor's representative:

*(Name, address, email address and other information)*

Ryan Thomas  
PO Box 8483  
Coburg, OR 97408  
ryan@rthomasconstruction.com.  
phone 541-687-6918  
cell 541-517-3189

**§ 15.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 15.5 Insurance and Bonds**

**§ 15.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A103™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 15.5.2** The Contractor shall provide bonds as set forth in AIA Document A103-2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 15.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or otherwise as set forth below:

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*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 15.7 Other provisions:

**ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A103™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A103™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to proposal requirements are not part of the Contract Documents unless the proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:  
*(Check all boxes that apply.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .9 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

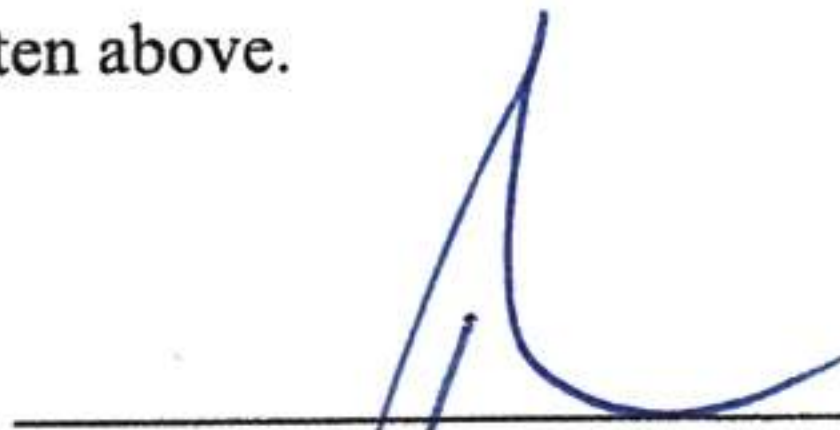
This Agreement entered into as of the day and year first written above.



**OWNER** (Signature)

David Loveall Managing Partner

(Printed name and title)



**CONTRACTOR** (Signature)

Ryan Thomas President

(Printed name and title)

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# AIA<sup>®</sup> Document A103<sup>™</sup> – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 23rd day of March in the year 2021  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

448 Main Street  
448 Main Street  
Springfield, OR 97477

**THE OWNER:**  
(Name, legal status and address)

Masaka Properties  
1657 Delrose Ave.  
Springfield, OR 97477

**THE CONTRACTOR:**  
(Name, legal status and address)

Ryan Thomas Construction, LLC  
PO Box 8483  
Coburg, OR 97408

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>™</sup>-2017 contains additional insurance provisions.

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**§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
N/A	N/A

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
N/A	N/A

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.



**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

N/A

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

N/A

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

N/A

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

N/A

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

N/A

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

N/A

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

N/A

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

N/A

- § A.2.5.2 Other Insurance (List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage  
N/A

Limits

### ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

#### § A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

#### § A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

#### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$ 1,000,000 ) each occurrence, two million (\$ 2,000,000 ) general aggregate, and ( \$ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;



- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than five hundred thousand (\$ 500,000 ) each accident, five hundred thousand (\$ 500,000 ) each employee, and five hundred thousand (\$ 500,000 ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$ ) per claim and N/A (\$ ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A (\$ ) per claim and N/A (\$ ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A (\$ ) per claim and N/A (\$ ) in the aggregate.

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§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than N/A (\$) per claim and N/A (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than N/A (\$) per claim and N/A (\$) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

N/A

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*



**Coverage**

**Limits**

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	N/A
Performance Bond	N/A

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A

Init.

User Notes:

(928541553)



448 Main Street - Rivett Building Cost Estimate Breakdown

Structural steel	\$62,000.00
Redbuilt trusses & joists	\$141,000.00
Vulcraft steel trusses	\$68,500.00
Metal stud framing, drywall, insulation	\$812,000.00
Misc. wood framing and sheathing	\$135,000.00
Building cladding, siding, trim	\$195,000.00
Roofing system	\$65,000.00
Fiberglass windows including installation	\$70,000.00
Aluminum storefront windows, doors, skylights, glazing	\$145,000.00
Wood storefront system	\$10,500.00
Hollow metal frames, doors, wood doors, door hardware	\$95,000.00
Stair systems	\$120,000.00
Electrical and low voltage	\$299,400.00
HVAC	\$325,000.00
Plumbing	\$240,800.00
Fire Sprinklers	\$65,000.00
Fire alarm system	\$17,250.00
Vinyl plank floors	\$61,700.00
Tile wainscot in public restrooms	\$9,600.00
Concrete floor polishing	\$9,750.00
Casework	\$175,000.00
Cabinet hardware	\$3,000.00
Countertops	\$50,000.00
Bike Racks	\$5,250.00
Painting and finishing	\$105,000.00
Beadboard wainscot 2nd floor hallway	\$10,000.00
Misc. finish carpentry items/interior wood trim	\$20,000.00
Appliances	\$55,000.00
Window restoration	\$600.00
Steel railings	\$55,500.00
Fire extinguishers	\$1,000.00
Nexan Drylock deck system	\$42,000.00
Restroom accessories	\$7,000.00
Mincey shower units	\$45,000.00
Utility connections	\$15,000.00
Window coverings	\$8,000.00
Permits	\$98,000.00
General conditions	
Rental equipment	\$15,000.00
Scaffolding	\$175,000.00
Temporary fencing rental	\$6,000.00
Water wall rental	\$18,000.00
Waste disposal and jobsite cleanup	\$10,000.00
Portable toilet	\$1,600.00
Supervision & project management	\$60,000.00
10% Profit & overhead	\$392,845.00
TOTAL	\$4,321,295.00

# G703 BUDGET PROJECTION

Project: 448 Main Street

PROJECTION DATE 3/15/2024

PROJECT NUMBER:

A	B	C	D	E	F	G	H	I
Item #	Description of Work	Scheduled	Work Completed From Previous Application	Work Completed This Period	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	Balance to Finish (C-G)	Retainage
1	Structural Steel	\$68,500	\$59,582.50	\$0.00	\$0	\$59,582.50	\$8,918	\$2,979
2	Redbuilt trusses & joists	\$141,000	\$141,000.00	\$0.00	\$0	\$141,000.00	\$0	\$7,050
3	Vulcraft steel trusses	\$68,500	\$68,499.98	\$0.00	\$0	\$68,499.98	\$0.02	\$3,425
4	Metal stud framing, drywall, insulation	\$872,000	\$409,140.00	\$0.00	\$0	\$409,140.00	\$462,860	\$20,457
5	Misc. wood framing and sheathing	\$135,000	\$135,000.00	\$0.00	\$0	\$135,000.00	\$0.00	\$6,750
6	Building cladding and trim	\$195,000	\$191,292.60	\$0.00	\$0	\$191,292.60	\$3,707	\$9,565
7	Roofing system	\$81,000	\$65,000.00	\$0.00	\$0	\$65,000.00	\$16,000	\$3,250
8	Fiberglass windows including installation	\$70,000	\$70,000.00	\$0.00	\$0	\$70,000.00	\$0	\$3,500
9	Aluminum storefront systems	\$135,000	\$118,984.85	\$0.00	\$0	\$118,984.85	\$16,015	\$5,949
10	Wood storefront system	\$10,500	\$0.00	\$0.00	\$0	\$0.00	\$10,500	\$0
11	Hollow metal frames, doors, hardware	\$113,000	\$95,000.00	\$0.00	\$0	\$95,000.00	\$18,000.00	\$0
12	Stair systems	\$155,000	\$120,000.00	\$0.00	\$0	\$120,000.00	\$35,000.00	\$6,000
13	Electrical and low voltage	\$314,400	\$218,933.93	\$0.00	\$0	\$218,933.93	\$95,466	\$10,947
14	HVAC	\$325,000	\$117,754.00	\$0.00	\$0	\$117,754.00	\$207,246	\$5,888
15	Plumbing	\$255,800	\$129,468.00	\$0.00	\$0	\$129,468.00	\$126,332	\$6,473
16	Fire Sprinklers	\$65,000	\$17,824.00	\$0.00	\$0	\$17,824.00	\$47,176	\$891
17	Fire alarm system	\$17,250	\$6,733.00	\$0.00	\$0	\$6,733.00	\$10,517	\$337
18	Vinyl plank floors	\$78,200	\$2,689.28	\$0.00	\$0	\$2,689.28	\$75,511	\$134

19	Tile wainscot in public restrooms	\$9,600	\$0.00	\$0.00	\$0	\$0.00	\$9,600	\$0
20	Concrete floor polishing	\$4,904	\$4,903.97	\$0.00	\$0	\$4,903.97	\$0	\$245
21	Casework	\$200,000	\$0.00	\$0.00	\$0	\$0.00	\$200,000	\$0
22	Cabinet hardware	\$3,000	\$0.00	\$0.00	\$0	\$0.00	\$3,000	\$0
25	Countertops	\$51,194	\$0.00	\$0.00	\$0	\$0.00	\$51,194	\$0
23	Bike racks	\$10,750	\$5,250.00	\$0.00	\$0	\$5,250.00	\$5,500	\$263
24	Painting and finishing	\$110,000	\$0.00	\$0.00	\$0	\$0.00	\$110,000	\$0
25	Beadboard wainscot 2nd floor hallway	\$10,000	\$0.00	\$0.00	\$0	\$0.00	\$10,000	\$0
26	Misc. finish carpentry items	\$45,000	\$0.00	\$0.00	\$0	\$0.00	\$45,000	\$0
27	Appliances	\$50,000	\$0.00	\$0.00	\$0	\$0.00	\$50,000	\$0
28	Window restoration	\$600	\$0.00	\$0.00	\$0	\$0.00	\$600	\$0
29	Steel railings	\$60,000	\$0.00	\$0.00	\$0	\$0.00	\$60,000	\$0
30	Fire extinguishers	\$1,000	\$0.00	\$0.00	\$0	\$0.00	\$1,000	\$0
31	Nexan drylock deck system	\$12,000	\$0.00	\$0.00	\$0	\$0.00	\$12,000	\$0
32	Restroom accessories	\$11,000	\$0.00	\$0.00	\$0	\$0.00	\$11,000	\$0
33	Mincey shower units	\$45,000	\$29,045.68	\$0.00	\$0	\$29,045.68	\$15,954	\$1,452
34	Utility connections	\$15,000	\$1,212.50	\$0.00	\$0	\$1,212.50	\$13,788	\$61
35	Window coverings	\$10,500	\$0.00	\$0.00	\$0	\$0.00	\$10,500	\$0
36	Permits	\$98,000	\$0.00	\$0.00	\$0	\$0.00	\$98,000	\$0
37	Rental equipment	\$80,000	\$15,000.00	\$0.00	\$0	\$15,000.00	\$65,000.00	\$750
38	Scaffolding	\$147,000	\$146,537.91	\$0.00	\$0	\$146,537.91	\$462	\$7,327
39	Temporary fencing rental	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0	\$0
40	Water wall rental	\$7,600	\$1,520.00	\$0.00	\$0	\$1,520.00	\$6,080	\$76
41	Waste disposal and jobsite cleanup	\$10,000	\$6,185.16	\$0.00	\$0	\$6,185.16	\$3,815	\$309
42	Portable toilet	\$1,600	\$1,149.00	\$0.00	\$0	\$1,149.00	\$451	\$57



43	P-lam walls at bike rack	\$7,000	\$0.00	\$0.00	\$0	\$0.00	\$7,000	\$0
44	Exterior concrete pour back	\$10,000	\$0.00	\$0.00	\$0	\$0.00	\$10,000	\$0
45	Awnings	\$35,500	\$0.00	\$0.00	\$0	\$0.00	\$35,500	\$0
46	Building letters, numbers, medallions	\$3,000	\$0.00	\$0.00	\$0	\$0.00	\$3,000	\$0
47	Tree stump, plant tree, bollards	\$4,500	\$0.00	\$0.00	\$0	\$0.00	\$4,500	\$0
48	Additional structural work	\$15,000	\$0.00	\$0.00	\$0	\$0.00	\$15,000	\$0
49	Contractor contingency	\$80,000	\$0.00	\$0.00	\$0	\$0.00	\$80,000	\$0
50	Supervision & project management	\$127,000	\$56,906.70	\$0.00	\$0	\$56,906.70	\$70,093	\$2,845
51	10% profit & overhead	\$438,590	\$146,128.17	\$0.00	\$0	\$146,128.17	\$292,462	\$7,306
52	Contingency	\$53,413	\$52,349.40	\$0.00	\$0	\$52,349.40	\$1,064	\$2,617
<b>GRAND TOTAL:</b>		<b>\$4,867,901</b>	<b>\$2,433,090.63</b>	<b>\$0.00</b>	<b>\$0</b>	<b>\$2,433,090.63</b>	<b>\$2,434,810.37</b>	<b>\$121,655</b>

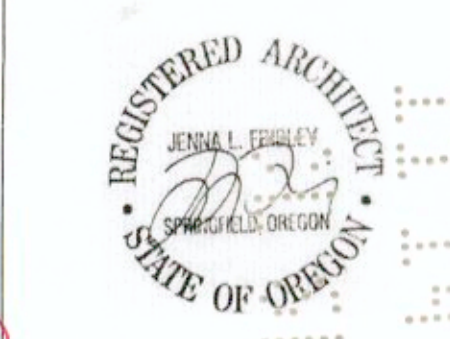




CAMPFIRE COLLABORATIVE: ARCHITECTURE & DESIGN, PC  
541.914.0334  
hello@campfirelab.com  
www.campfirelab.com

COVER SHEET / VICINITY MAP  
448 MAIN STREET - RIVETT BUILDING  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



REVISIONS table with columns: No., Description, Date

DATE 2022.04.05  
JOB 21006  
SCALE As indicated  
DRAWN BY BJD  
CHECKED BY JLF

A0.01

JOB SITE COPY  
PLOTTED ON: 4/5/2022 8:34:01 PM

RENDERING OF PROPOSED:



PROJECT OVERVIEW:

- EXISTING BUILDING DATA: CONSTRUCTED IN 1909 BY CHARLES RIVETT... REINFORCED CONCRETE EXTERIOR WALLS...
GLAZING/OPENINGS: HISTORIC WINDOW/DOOR OPENINGS, PREVIOUSLY INFILLED, TO BE REOPENED AND NEW GLAZING TO BE INSTALLED...
EXTERIOR IMPROVEMENTS: NEW PAINT ON EXTERIOR CONCRETE FACADE... NEW UPPER LEVEL WALLS TO BE CLAD IN BRICK-LOOK FIBER-CEMENT PANELS...
SYSTEMS: ELECTRICAL - SERVICE TO BE UPGRADED, INCLUDING NEW METERS AND PANELS...
FIRELIFE SAFETY: FIRE RATED ASSEMBLIES - 1 HOUR SEPARATION BETWEEN GROUND FLOOR AND APARTMENTS ON SECOND FLOOR...

PROJECT DATA:

MAP/TAX LOT: 17-03-35-31-08000
SITE ADDRESSES: 448 MAIN STREET, SPRINGFIELD, OR 97477
SITE AREA: 40' x 120' (4800 S.F.)
BUILDING AREA: EXISTING 1 STORY 4768 S.F. (FULL LOT COVERAGE); PROPOSED 3 STORIES, 13,408 S.F. TOTAL

PROJECT TEAM:

OWNER: DAVID LOVEALL, MASAKA PROPERTIES, LLC
ARCHITECT: JENNA L. FRIBLEY AIA, LEED AP, CAMPFIRE COLLABORATIVE ARCHITECTURE & DESIGN, PC
GENERAL CONTRACTOR: RYAN THOMAS, RYAN THOMAS CONSTRUCTION, LLC
STRUCTURAL ENGINEER: CHARLES (CHUCK) C. DUFFAULT, JR., P.E., WOODCHUCK ENGINEERING

DEFERRED SUBMITTALS:

- PHOTOMETRIC REPORTS FOR EXTERIOR LIGHTING FIXTURES
SHOP DRAWINGS FOR STEEL EGRESS STAIRS
SHOP DRAWINGS FOR EXTERIOR CANOPIES

ABBREVIATIONS:

Table of abbreviations: S.F. SQUARE FEET, V.F. VERIFY IN FIELD, CLR. CLEAR, MIN. MINIMUM, MAX. MAXIMUM, TYP. TYPICAL, (E) EXISTING, (N) NEW, CTR. CENTER, CL. CENTER LINE, INT. INTERIOR, EXT. EXTERIOR, T.O. TOP OF, B.O. BOTTOM OF, AFF. ABOVE FINISH FLOOR, GWB. GYPSUM WALL BOARD, P.T. PRESSURE TREATED, PLY. PLYWOOD, CFB. CEMENT FIBER BOARD, GLB. GULLUM BEAM, GL. GULLUM, UNO. UNLESS OTHERWISE NOTED, EA. EACH, FDN. FOUNDATION, DN. DOWN, BLDG. BUILDING, DWG. DRAWING

SHEET INDEX:

SHEET INDEX table with columns: NUMBER, SHEET NAME
GENERAL: A0.01 COVER SHEET / VICINITY MAP, A0.02 SITE PLANS / LAND USE
DEMOLITION: A1.00 EXISTING / DEMO PLANS
ARCHITECTURAL: A1.01 NEW FOOTINGS & UNDERFLOOR, A1.02 LEVEL 1 - DIMENSIONED PLAN, A1.03 LEVEL 2 - DIMENSIONED PLAN, A1.04 LEVEL 3 - DIMENSIONED PLAN, A1.05 ROOF PLAN
A2.01 EXTERIOR ELEVATIONS
A3.01 SECTIONS/ELEVATIONS

FINAL SITE PLAN INSPECTIONS SHALL BE COMPLETED PRIOR TO APPROVALS FOR BUILDING OCCUPANCY

NOTE: THIS IS AN ABBREVIATED DRAWING SET FOR SITE PLAN REVIEW SUBMITTAL. MORE EXTENSIVE DRAWING SET TO BE SUBMITTED FOR STRUCTURAL PERMIT REVIEW

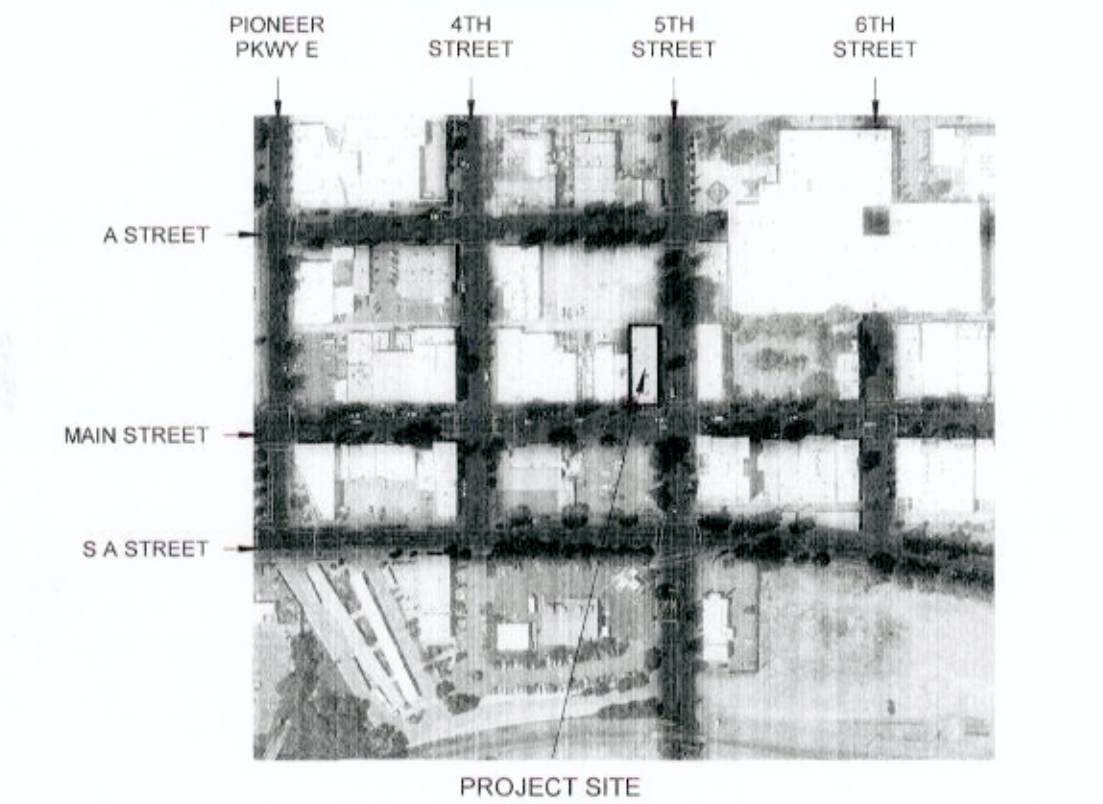
FINAL SITE PLAN

AUG 29 2022
planner: [Signature]

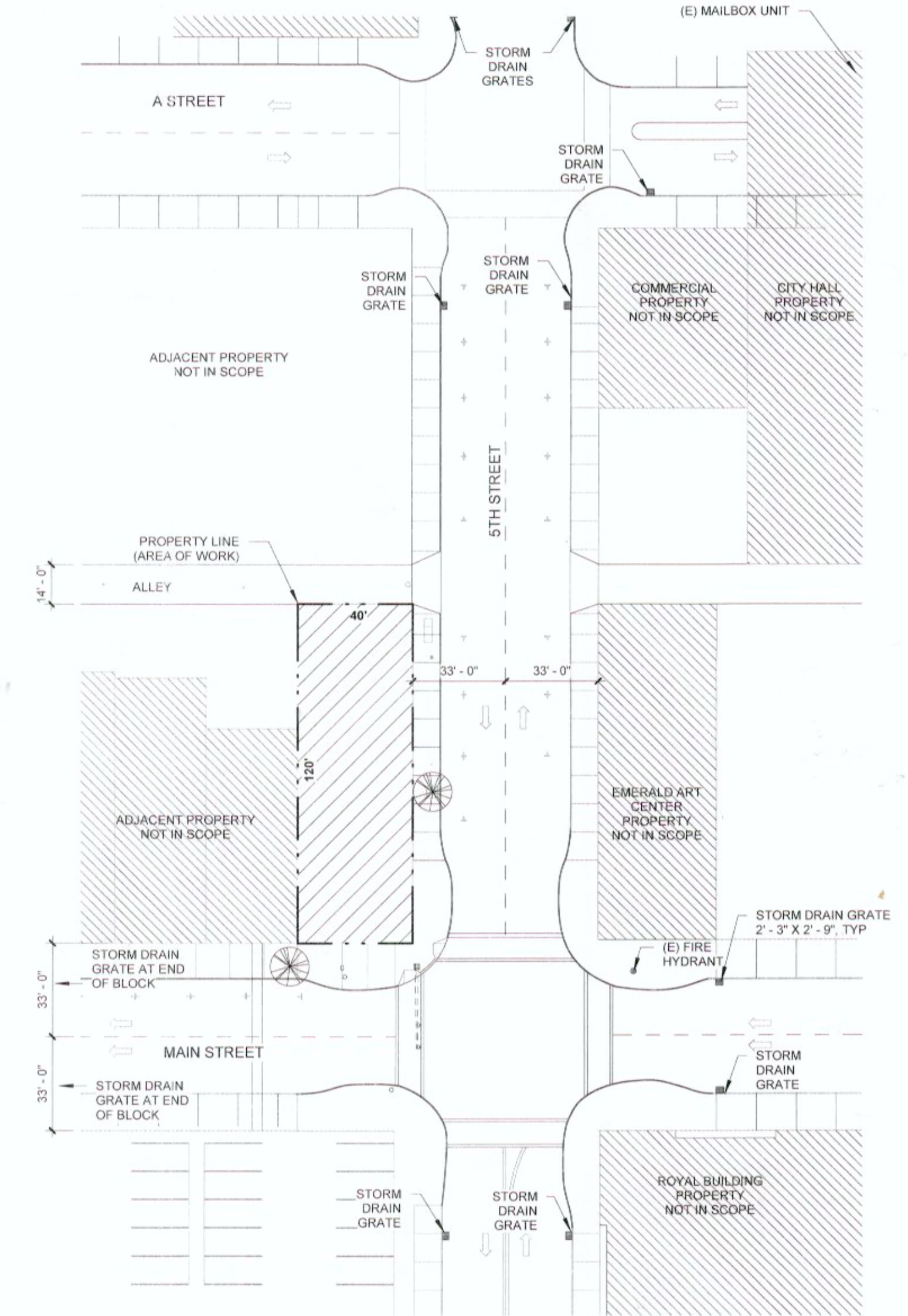
PHOTO OF EXISTING:



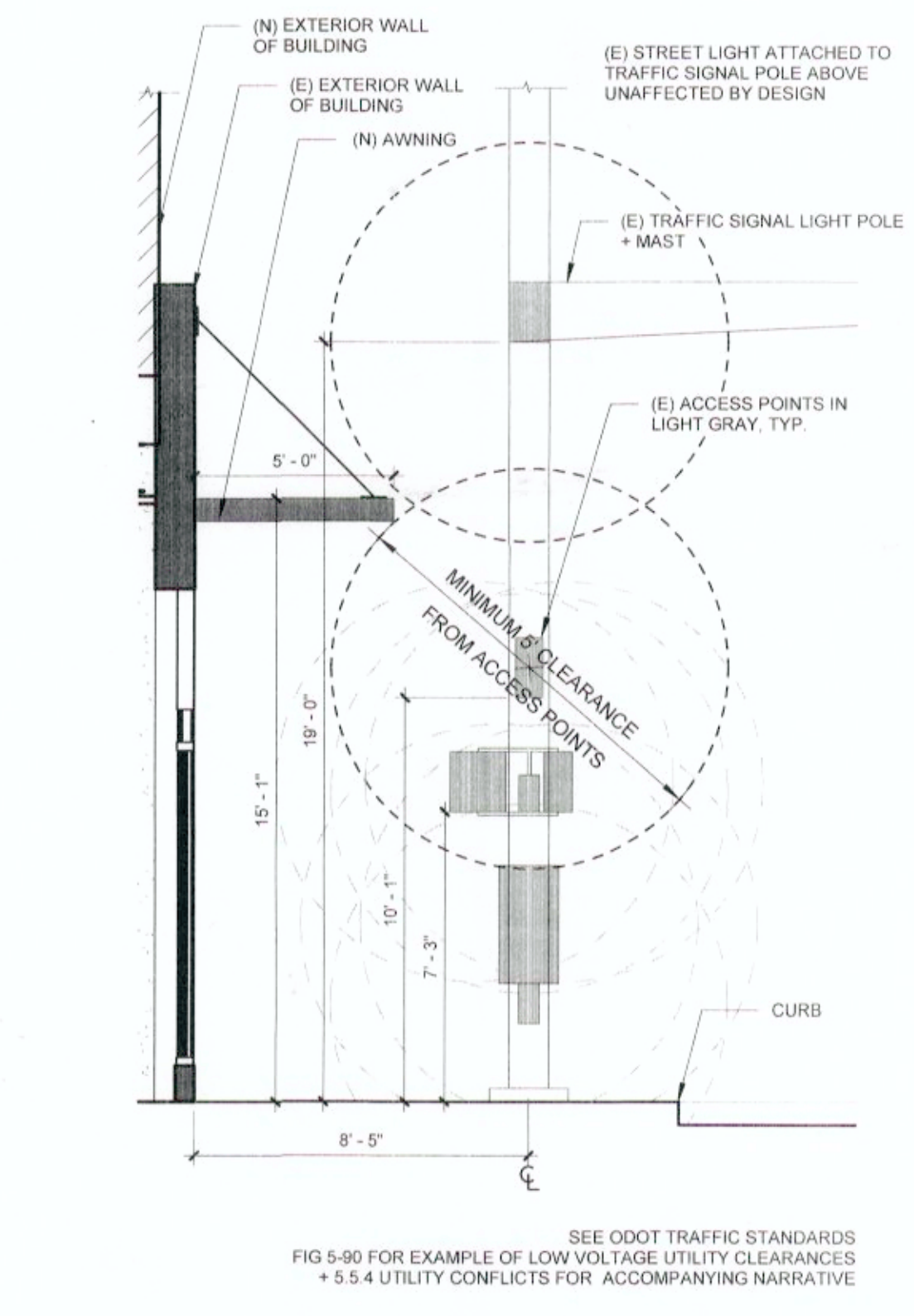
SITE OVERVIEW:



1 VICINITY MAP NOT TO SCALE



THE SITE IS NOT LOCATED IN THE 100 YEAR FLOODPLAIN NOR DOES IT HAVE FLOOD BOUNDARIES ON THE SITE AS SPECIFIED IN THE LATEST ADOPTED FEMA FLOOD INSURANCE RATE MAPS... THE SITE IS NOT LOCATED IN ANY OF THE TIME OF TRAVEL ZONES AS SPECIFIED IN SOC 3.3-200 AND DELINEATED ON THE WELLHEAD PROTECTION AREAS MAP ON FILE IN THE DEVELOPMENT AND PUBLIC WORKS DEPARTMENT



2 SECTION - ODOT TRAFFIC STANDARDS - CLEARANCES 1/4" = 1'-0"

3 VICINITY PLAN 1" = 40'-0"

GENERAL NOTES:

- 1. ALL WORK SHALL COMPLY WITH LOCAL & STATE CODES, ORDINANCES, AND GOVERNMENT AGENCIES...
2. CONTRACTOR SHALL EXAMINE AND VERIFY CONDITIONS OF THE JOB SITE...
3. CONTRACTOR TO PATCH AND REPAIR ALL STRUCTURE, FRAMING AND FINISHES AFFECTED BY CONSTRUCTION...
4. ALL PERMITS SHALL BE PROPERLY DISPLAYED ON SITE...
5. CONTRACTOR RESPONSIBLE FOR COORDINATION OF ALL TRADES...
6. DO NOT SCALE DRAWINGS. DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR...
7. DIMENSIONS OF NEW CONSTRUCTION ARE TO FACE OF FRAMING...
8. MATERIAL CHOICES, FIXTURES AND FINISHES NOT SPECIFIED SHALL BE PRE-APPROVED BY OWNER...
9. ALL CONSTRUCTION MATERIALS SHALL BE PROPERLY STORED AND PROTECTED FROM DAMAGE...
10. WOOD IN CONTACT WITH CEMENT OR MASONRY SHALL BE PRESSURE TREATED...
11. PROVIDE ACCESS TO CONCEALED VALVES, DAMPERS, CONTROLS, JUNCTION BOXES, ETC...
12. CONTRACTOR SHALL PROVIDE & INSTALL STIFFENERS, BRACING, BLOCKING, BACKING PLATES, & SUPPORTING BRACKETS...
13. ANY CHANGE ORDERS (WRITTEN OR DRAWN) NECESSARY FOR PROJECT SHALL BE SIGNED BY DESIGNER/ARCHITECT...
14. SHOP DRAWINGS TO BE SUBMITTED FOR ALL CUSTOM DESIGN ELEMENTS AND MILLWORK/CABINETS...
15. CONSTRUCTION SITE TO BE CLEAN AND TIDY AT END OF JOB...
16. ALL WORK, MATERIALS, AND EQUIPMENT TO BE GUARANTEED FOR ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION...
17. SEE A6.01 FOR ADA DIMENSIONS





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www.campfirelab.com

**SITE PLANS / LAND USE**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES



REVISIONS:

No.	Description	Date
1	Revision 1	2022.04.05
2	Revision 2	2022.07.27

DATE	2022.07.07
JOB	21006
SCALE	1" = 10'-0"
DRAWN BY	BJD
CHECKED BY	JLF

**G0.02**

PLOTTED ON: 7/27/2022 11:55:59 PM

**GENERAL NOTES:**

- ALL WORK FOR INCREASED POWER SUPPLY TO BE COMPLETED WITHIN EXISTING UTILITY EASEMENTS AND UTILIZING EXISTING UNDERGROUND CONDUIT RUNS. NO DEMOLITION OF ROADSIDEWALK REQUIRED.
- ANY NECESSARY REMOVAL/DISTURBANCE OF CONCRETE WITHIN THE PUBLIC WAY WILL BE REPAIRED BY REPLACING FULL PANELS.
- EXISTING DOWNSPOUTS ON MAIN ST. AND 5TH ST. ARE PIPED UNDER THE SIDEWALKS TO WEEP HOLES IN THE CURB. EXISTING DOWNSPOUT AT THE NW CORNER IS PIPED UNDERGROUND AT THE ALLEY. EXISTING DOWNSPOUTS WILL BE REPLACED/EXTENDED, BUT NO NEW DOWNSPOUT LOCATIONS ARE PROPOSED.
- NO ADA ELEMENTS ARE DISTURBED BY THE DEMOLITION AND RESTORATION OF THE ELECTRICAL POWER SUPPLY TO THE BUILDING.

**ZONING AND LAND USE CODE:**

ZONE: MIXED-USE COMMERCIAL

**EXISTING/NEW USES:**

- EXISTING GROUND FLOOR COMMERCIAL - FORMERLY "THE SEWING ROOM"
- ASSUME NEW RESTAURANT AND MERCANTILE COMMERCIAL USES ON THE GROUND FLOOR - TENANTS T.B.D. WILL BE SUBMITTED UNDER SEPARATE T.I. PERMIT
- ONE NEW LIVE/WORK UNIT ON GROUND FLOOR, WORK SPACE ADJACENT TO STOREFRONT
- NEW RESIDENTIAL UPPER FLOORS - 12 NEW APARTMENTS

**FLOOD ZONES / TIME OF TRAVEL / WELLHEAD PROTECTION:**

- THE SITE IS NOT LOCATED IN THE 100-YEAR FLOOD PLAIN AND DOES NOT HAVE ANY FLOOD BOUNDARIES ON THE SITE AS SPECIFIED IN THE LATEST ADOPTED FEMA FLOOD INSURANCE RATE MAPS.
- THE SITE IS NOT LOCATED IN ANY OF THE TIME OF TRAVEL ZONES, AS SPECIFIED IN SDC 3.3-200 AND DELINEATED ON THE SPRINGFIELD WELLHEAD PROTECTION AREAS MAP.

**APPLICABLE DESIGN STANDARDS FROM SPRINGFIELD DEVELOPMENT CODE:**

- 3.2-625 MIXED-USE DISTRICT DEVELOPMENT STANDARDS—GENERAL
- 3.2-630 MIXED-USE DISTRICT DEVELOPMENT STANDARDS—SPECIFIC
- 3.3-1000 NODAL DEVELOPMENT OVERLAY DISTRICT
- 3.2-240 MULTI-UNIT DESIGN STANDARDS
- SEE NOTES ON SHEET A2.01 FOR SUMMARY OF MIXED-USE DEVELOPMENT STANDARDS

**4.6-100 MOTOR VEHICLE AND BICYCLE PARKING STANDARDS**

VEHICLE PARKING: DOWNTOWN SPRINGFIELD PARKING EXEMPTION

**BICYCLE PARKING:**

**NUMBER OF STALLS REQUIRED:**

- RESIDENTIAL: 1/UNIT, 75% LONG TERM, 25% SHORT TERM
- COMMERCIAL/RESTAURANT (TBD): 1/600 S.F., 25% LONG TERM, 75% SHORT TERM
- 2062 S.F. / 600 = 5 SPACES. 1.25 LONG TERM, 3.75 SHORT TERM

**TOTAL REQUIRED:**

- 11 LONG TERM (9.75 + 1.25) => 11 PROVIDED
- 1 LONG TERM OVERSIZED => 1 PROVIDED
- 7 SHORT TERM (3.25 + 3.75) => 8 PROVIDED

ADDITIONAL LONG-TERM STORAGE IF REQUIRED FOR COMMERCIAL TENANT SPACES TO BE PROVIDED WITHIN TENANT SPACES AS PART OF FUTURE INTERIOR BUILDOUT (TO BE SUBMITTED IN SEPARATE T.I. PERMIT)

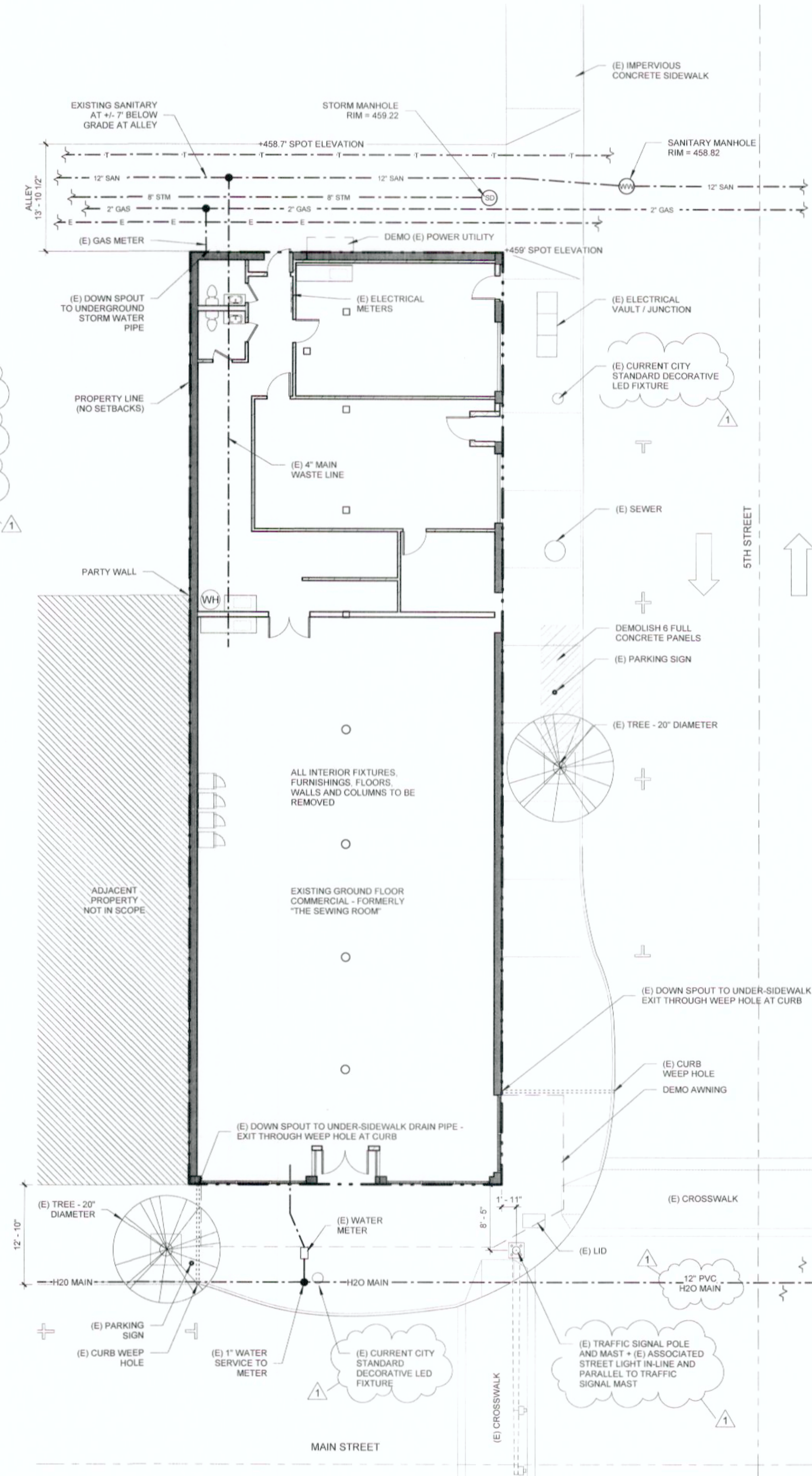
**LOCATION OF SHORT TERM STALLS:**

- HOOPS INSTALLED ON PUBLIC SIDEWALK, WITH A MINIMUM OF 5 FEET BETWEEN THE PARKED BICYCLE AND THE STOREFRONT - DOES NOT CONFLICT WITH PEDESTRIAN ACCESSIBILITY
- NO FURTHER THAN 50 FEET FROM THE MAIN BUILDING ENTRANCE OR PRIMARY POINT OF ENTRY TO THE USE
- CLEARLY VISIBLE FROM THE MAIN BUILDING ENTRANCE OR PRIMARY POINT OF ENTRY TO THE USE
- SEPARATED FROM MOTOR VEHICLE PARKING BY A CURB TO PREVENT DAMAGE TO PARKED BICYCLES

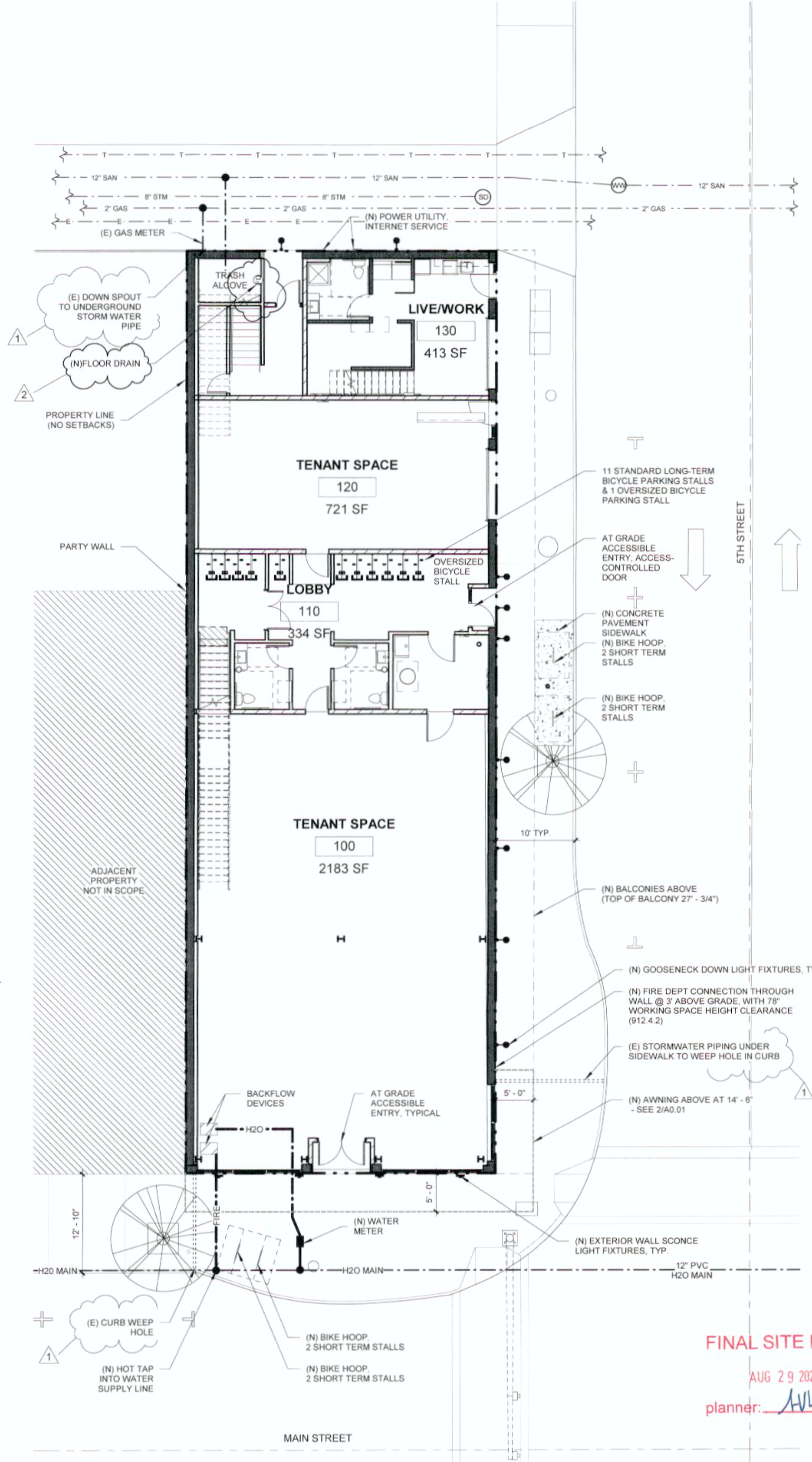
**PLUMBING FIXTURE COUNT - EXISTING/NEW (FOR SYSTEMS DEVELOPMENT CHARGE CALCULATION)**

FIXTURE TYPE	FIXTURE TYPE							NOTES
	W.C.	LAV	SINK	URINAL	MOP	WH	LAUNDRY	
EXISTING	2	0	5	0	0	1	4	
REMOVED	2	0	5	0	0	1	4	
NEW	15	2	26	0	2	2	2	
TOTAL COUNT	15	2	26	0	2	2	2	
NET GAIN	13	2	21	0	2	1	-2	

NOTE: FIXTURE COUNTS FOR FUTURE COMMERCIAL/RESTAURANT TENANT SPACES ON GROUND FLOOR NOT INCLUDED. TENANT INFILL FOR THESE TWO SPACES TO BE SUBMITTED AS SEPARATE PERMITS.



1 (E) PLAN - ASSESSMENT AND PUBLIC UTILITIES  
1" = 10'-0"



2 (N) PLAN - PROPOSED SITE AND UTILITIES  
1" = 10'-0"

**FINAL SITE PLAN**  
AUG 29 2022  
planner: *AWL*

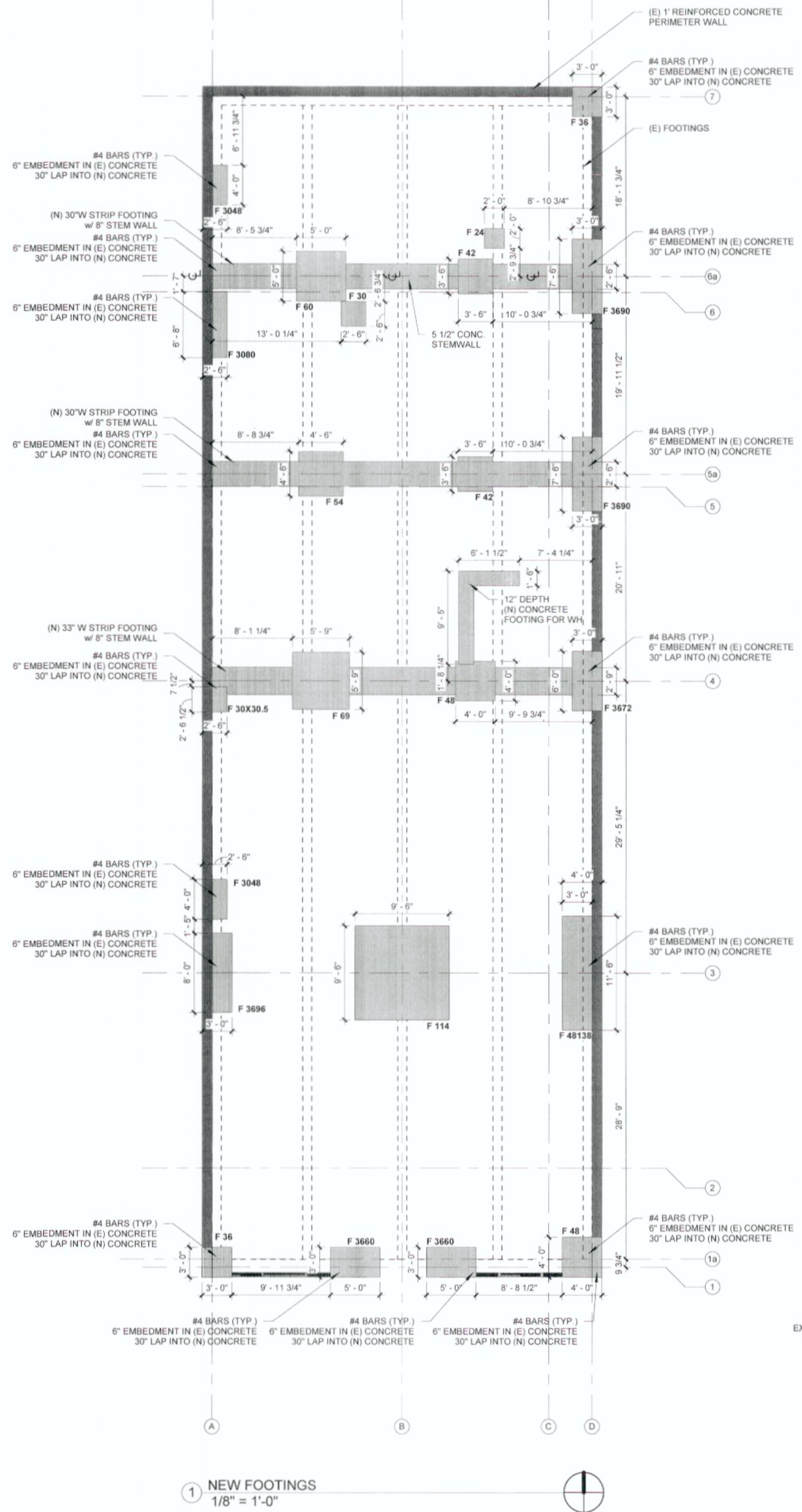




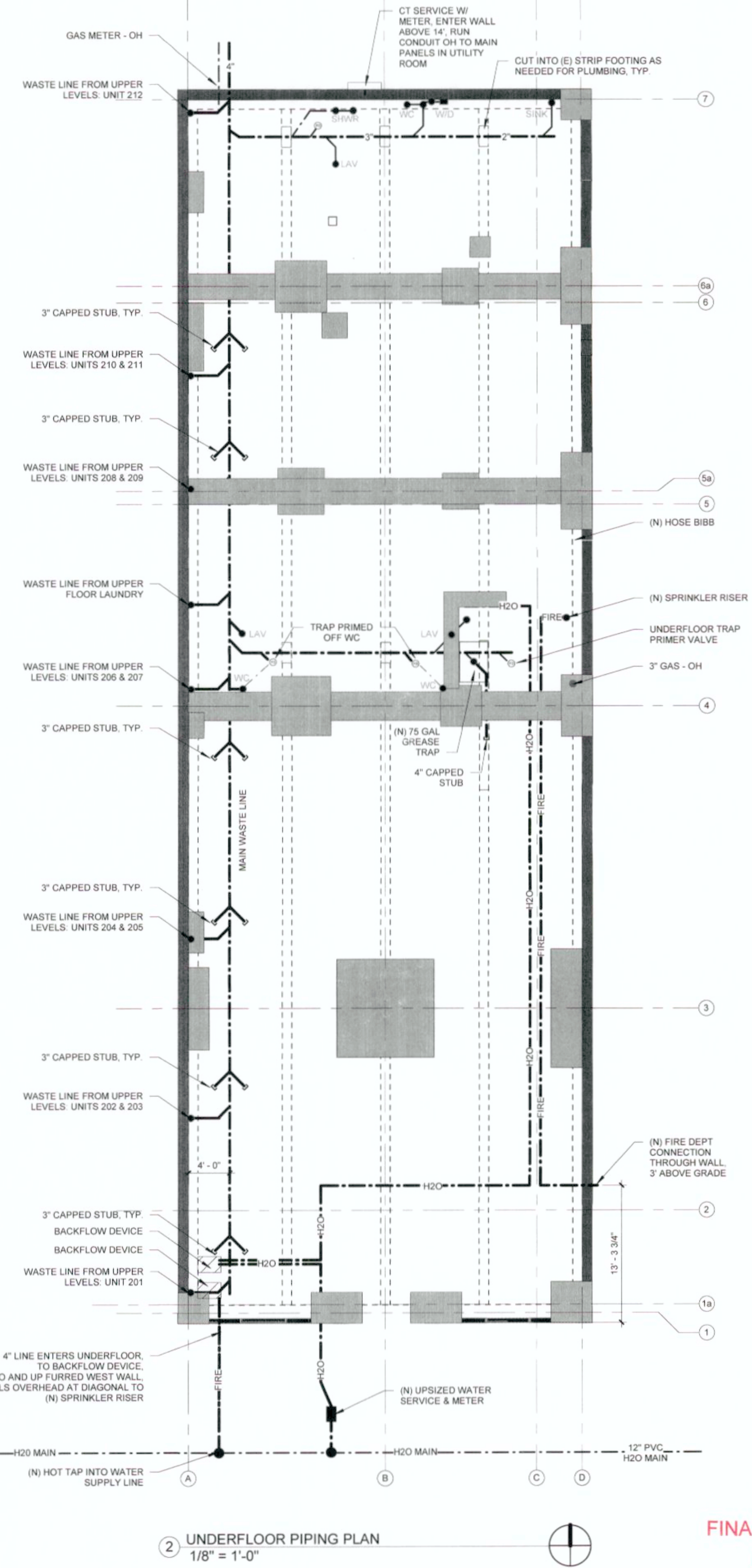


**FOOTING SCHEDULE:**

QUANTITY	DESIGNATION	FOOTING SIZE	REINFORCEMENT
1	F24	24"X24"X12"	(3) #5 BARS EACH WAY
1	F30	30"X30"X12"	#4 BARS @ 8" O.C. E.W.
2	F36	36"X36"X12"	(4) #5 BARS EACH WAY
2	F42	42"X42"X12"	(5) #5 BARS EACH WAY
2	F48	48"X48"X12"	(6) #5 BARS EACH WAY
1	F54	54"X54"X12"	(7) #5 BARS EACH WAY
1	F60	60"X60"X12"	(8) #5 BARS EACH WAY
1	F69	69"X69"X12"	(8) #5 BARS EACH WAY
1	F114	114"X114"X24"	(13) #5 BARS EACH WAY
1	F30X30.5	30"X30.5"X12"	#4 BARS @ 8" O.C. E.W.
2	F3048	30"X48"X12"	#4 BARS @ 8" O.C. E.W.
1	F3080	30"X80"X12"	#4 BARS @ 8" O.C. E.W.
2	F3660	36"X60"X12"	#4 BARS @ 8" O.C. E.W.
1	F3672	36"X72"X12"	#4 BARS @ 8" O.C. E.W.
2	F3690	36"X90"X12"	#4 BARS @ 8" O.C. E.W.
1	F3696	36"X96"X12"	#4 BARS @ 8" O.C. E.W.
1	F48138	48"X138"X15"	#4 BARS @ 8" O.C. E.W.



1 NEW FOOTINGS  
1/8" = 1'-0"



2 UNDERFLOOR PIPING PLAN  
1/8" = 1'-0"

FINAL SITE PLAN

AUG 29 2022  
planner: *[Signature]*



CAMPFIRE COLLABORATIVE:  
ARCHITECTURE & DESIGN, PC  
541.914.0334  
hello@campfirelab.com  
www.campfirelab.com

**NEW FOOTINGS & UNDERFLOOR**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



REVISIONS:

No.	Description	Date

DATE	2022.04.05
JOB	21006
SCALE	1/8" = 1'-0"
DRAWN BY	BJD
CHECKED BY	JLF

**A1.01**





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**LEVEL 1 - DIMENSIONED PLAN**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES



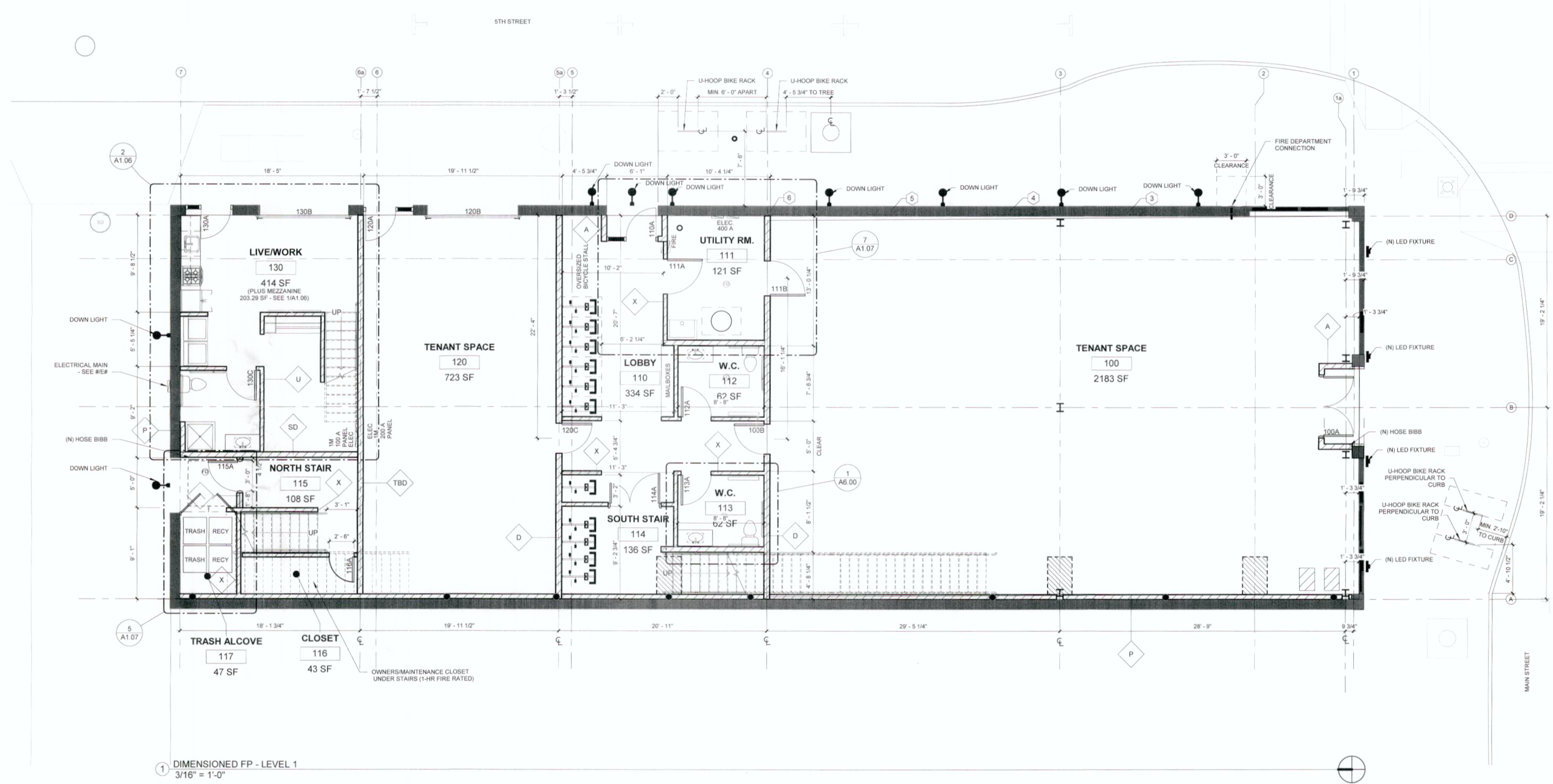
REVISIONS

No.	Description	Date

DATE	2022.04.05
JOB	21006
SCALE	3/16" = 1'-0"
DRAWN BY	BJD
CHECKED BY	JLF

**A1.02**

PLOTTED ON: 4/5/2022 6:34:20 PM



**FINAL SITE PLAN**  
AUG 29 2022  
planner: *AW*



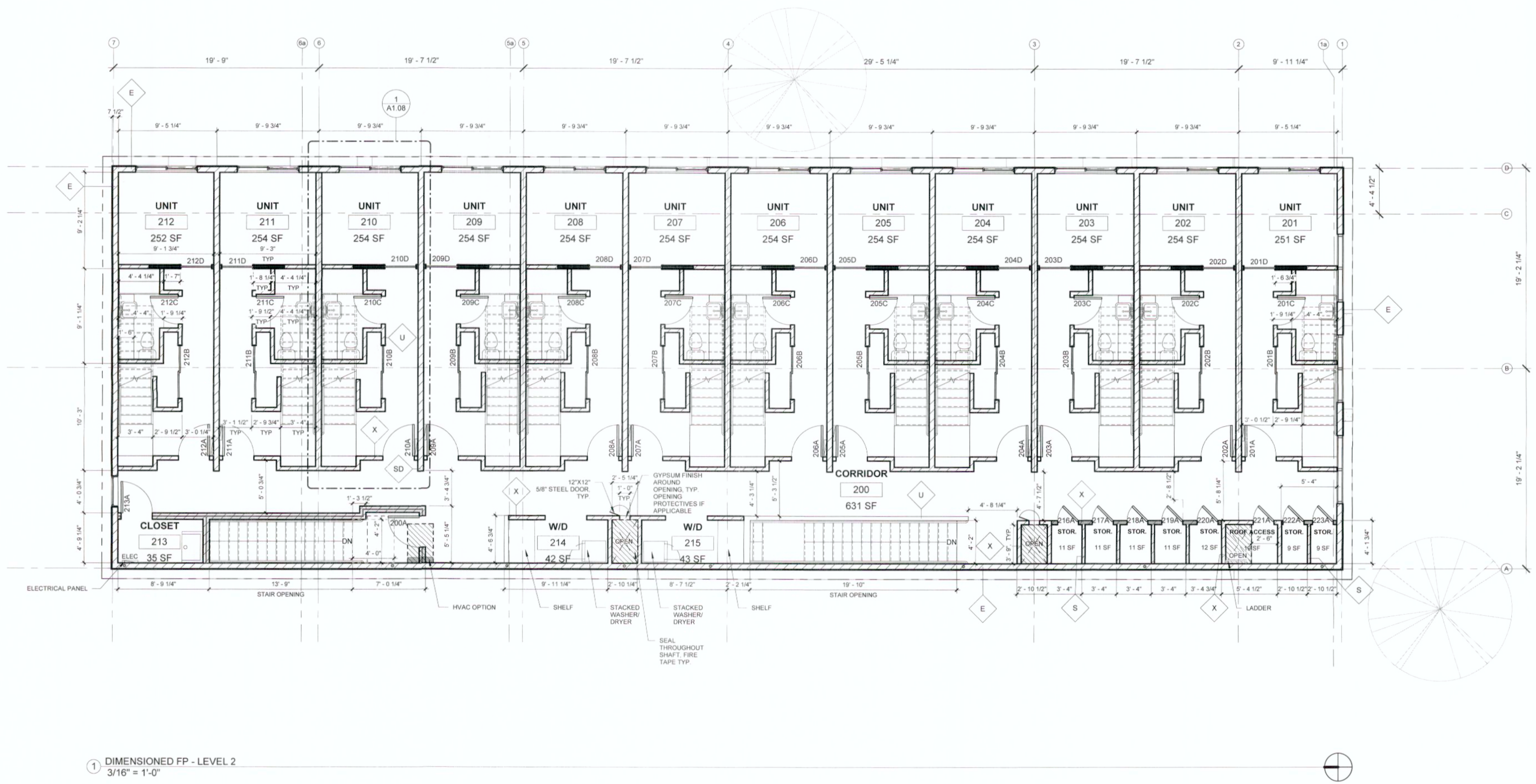


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**LEVEL 2 - DIMENSIONED PLAN**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

**GENERAL NOTES:**

1. SEE UNIT 212 FOR TYPICAL DIMENSIONS OF END UNITS
2. SEE UNIT 211 FOR TYPICAL DIMENSIONS OF INTERIOR UNITS



1 DIMENSIONED FP - LEVEL 2  
3/16" = 1'-0"

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES



REVISIONS:

No.	Description	Date

**FINAL SITE PLAN**  
AUG 29 2022  
planner: *[Signature]*

DATE	2022.04.05
JOB	21006
SCALE	3/16" = 1'-0"
DRAWN BY	BJD
CHECKED BY	JLF

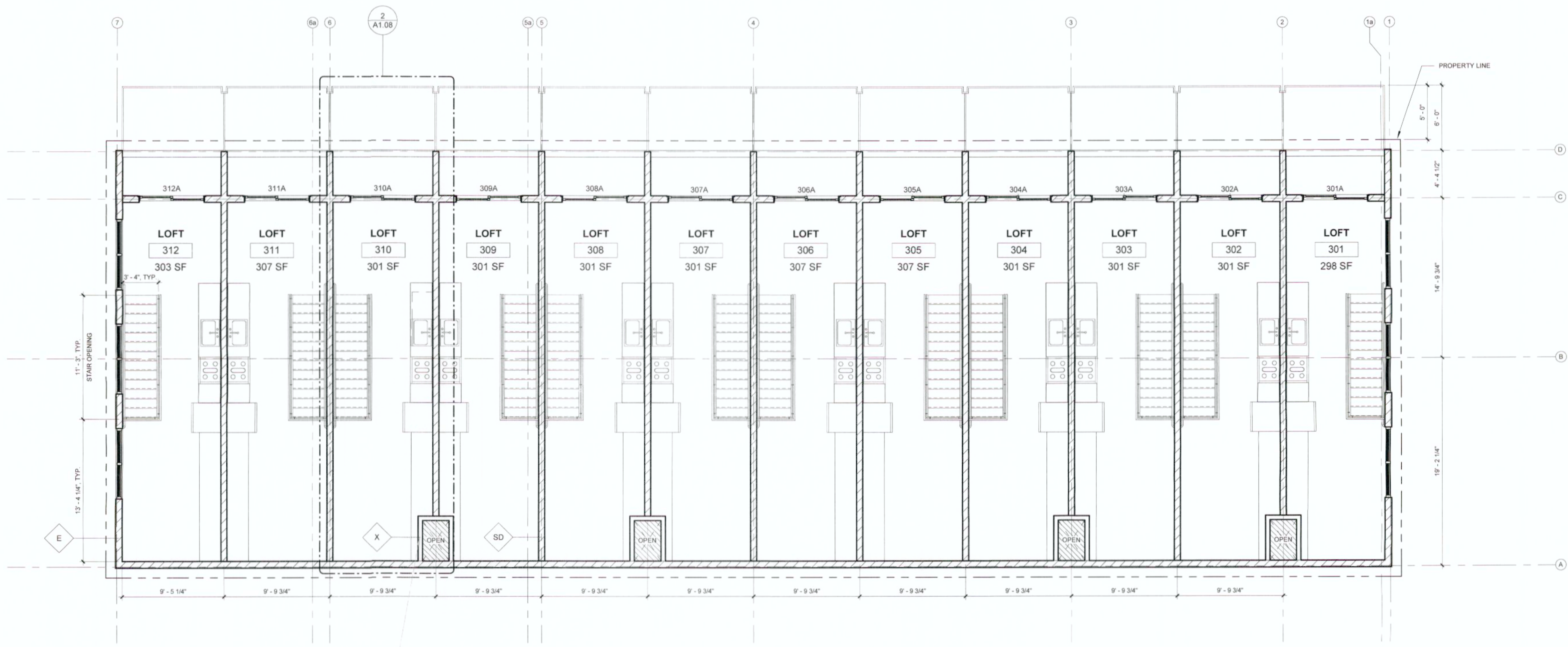
**A1.03**





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**LEVEL 3 - DIMENSIONED PLAN**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477



JENNA AND I TALKED ABOUT THIS WALL. IT IS FIRE RATED - THOUGH IT IS NOT EXPLICITLY A "SHAFT WALL" IN THE GYPSUM SYSTEMS DESIGN MANUAL.

① DIMENSIONED FP - LEVEL 3  
3/16" = 1'-0"

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



REVISIONS

No.	Description	Date

FINAL SITE PLAN  
AUG 29 2022  
planner: *AW*

DATE	2022.04.05
JOB	21006
SCALE	3/16" = 1'-0"
DRAWN BY	BJD
CHECKED BY	JLF

A1.04





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 ARCHITECTURE & DESIGN, PC  
 541.914.0334  
 hello@campfirelab.com  
 www.campfirelab.com

**ROOF PLAN**  
**448 MAIN STREET - RIVETT BUILDING**

MASAKA PROPERTIES  
 448 MAIN STREET  
 SPRINGFIELD, OR 97477

1" ACTUAL  
 IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



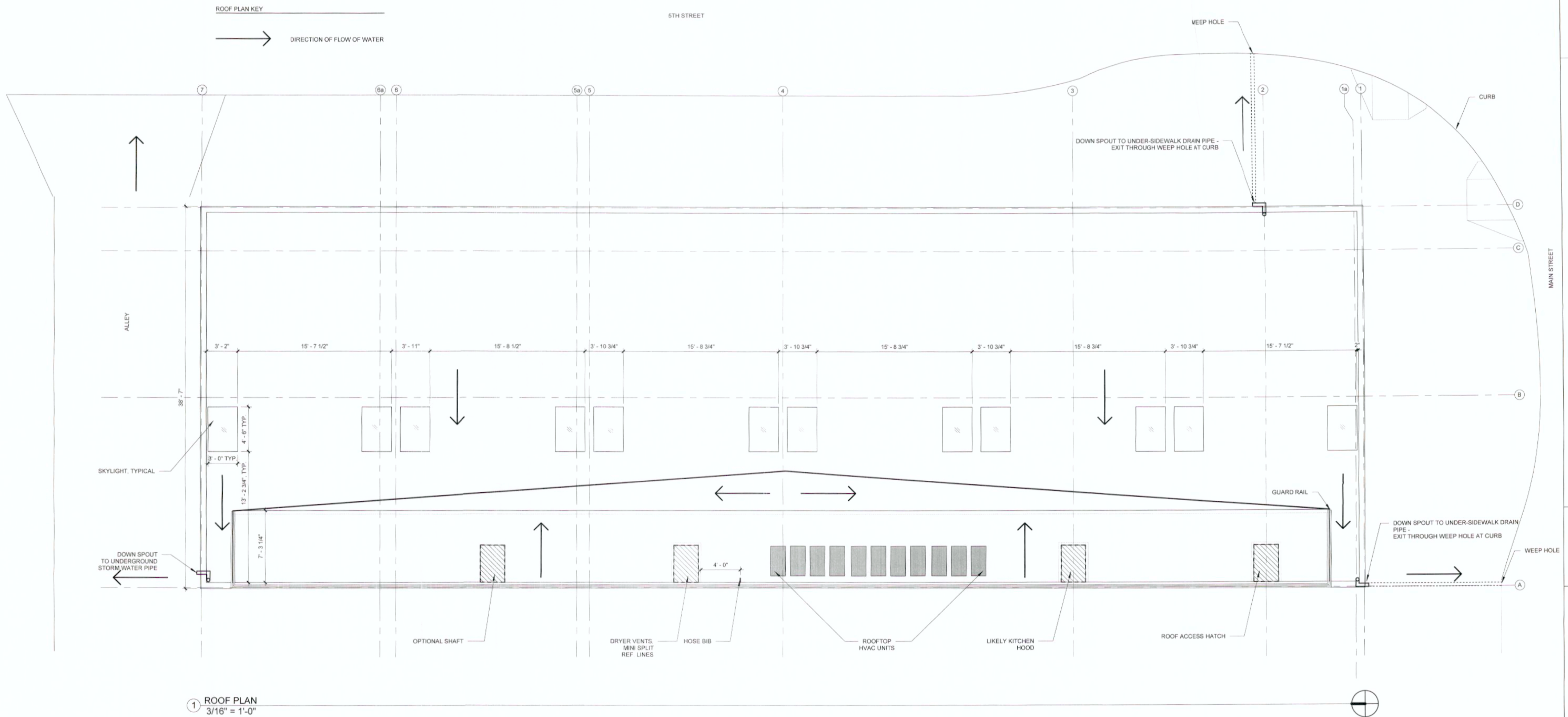
REVISIONS:

No.	Description	Date

DATE: 2022.04.05  
 JOB: 21006  
 SCALE: 3/16" = 1'-0"  
 DRAWN BY: BJD  
 CHECKED BY: JLF

**A1.05**

PLOTTED ON: 4/5/2022 6:34:56 PM



1 ROOF PLAN  
 3/16" = 1'-0"

**FINAL SITE PLAN**  
 AUG 29 2022  
 planner: *AVL*





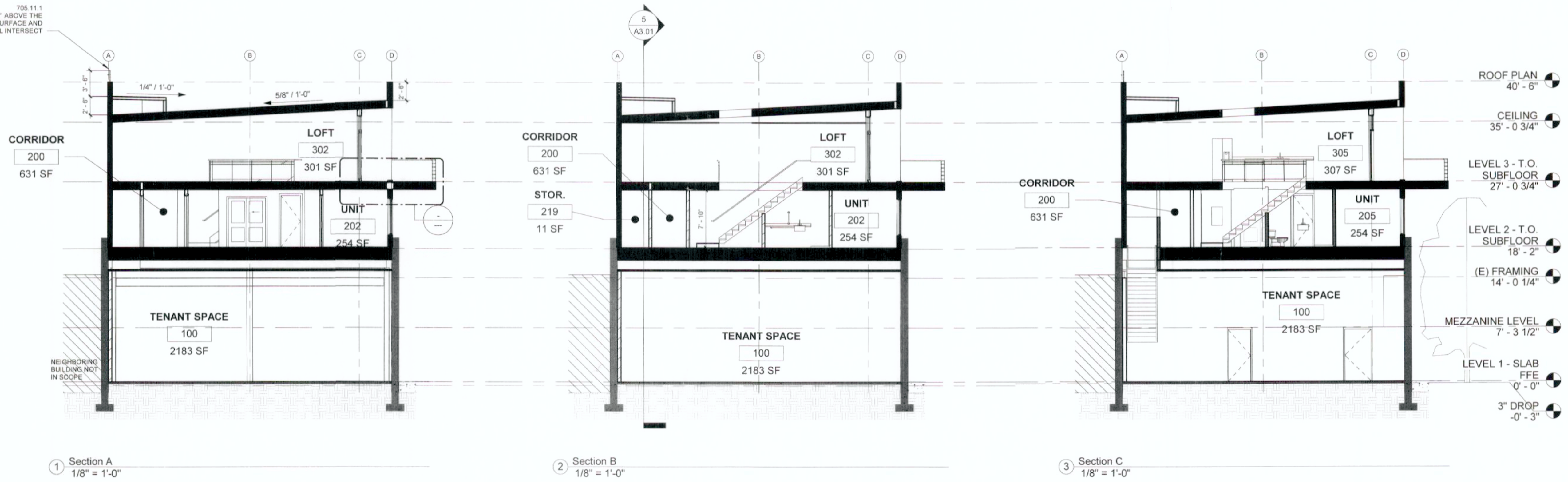




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541.914.0334  
hello@campfirelab.com  
www.campfirelab.com

**SECTIONS/ELEVATIONS**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

705 11.1  
PARAPET NOT LESS THAN 30" ABOVE THE  
POINT WHERE THE ROOF SURFACE AND  
THE WALL INTERSECT

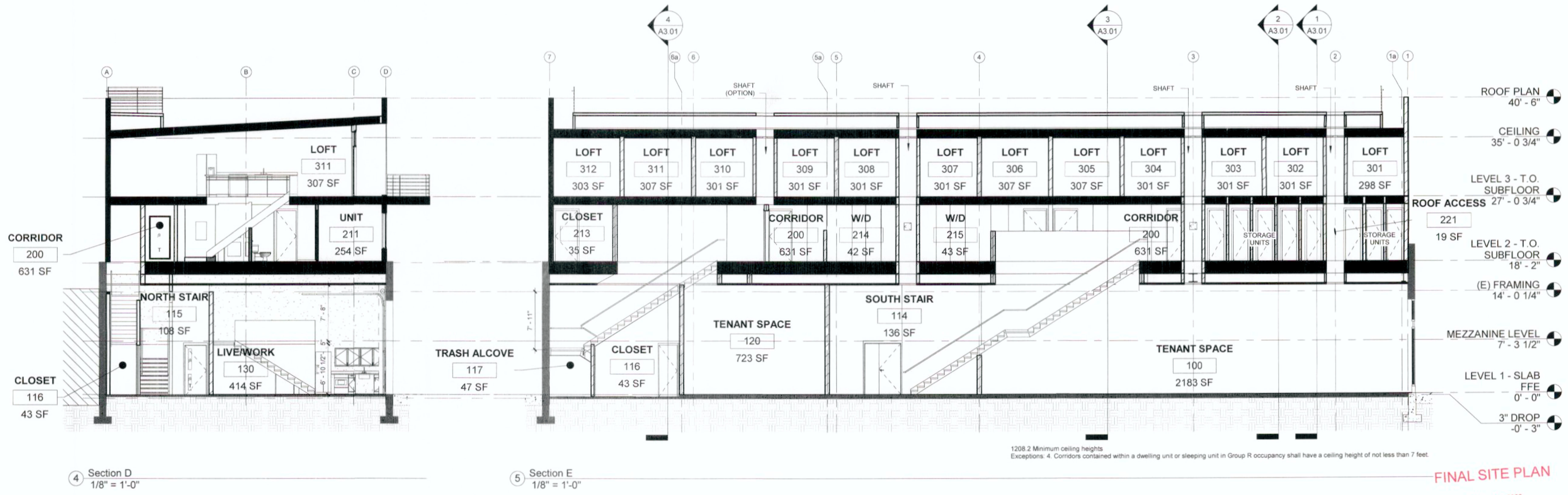


1 Section A  
1/8" = 1'-0"

2 Section B  
1/8" = 1'-0"

3 Section C  
1/8" = 1'-0"

- ROOF PLAN 40' - 6"
- CEILING 35' - 0 3/4"
- LEVEL 3 - T.O. SUBFLOOR 27' - 0 3/4"
- LEVEL 2 - T.O. SUBFLOOR 18' - 2"
- (E) FRAMING 14' - 0 1/4"
- MEZZANINE LEVEL 7' - 3 1/2"
- LEVEL 1 - SLAB FFE 0' - 0"
- 3" DROP -0' - 3"



4 Section D  
1/8" = 1'-0"

5 Section E  
1/8" = 1'-0"

- ROOF PLAN 40' - 6"
- CEILING 35' - 0 3/4"
- LEVEL 3 - T.O. SUBFLOOR 27' - 0 3/4"
- ROOF ACCESS 19 SF
- LEVEL 2 - T.O. SUBFLOOR 18' - 2"
- (E) FRAMING 14' - 0 1/4"
- MEZZANINE LEVEL 7' - 3 1/2"
- LEVEL 1 - SLAB FFE 0' - 0"
- 3" DROP -0' - 3"

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



REVISIONS:

No.	Description	Date

DATE 2022.04.05  
JOB 21006  
SCALE 1/8" = 1'-0"  
DRAWN BY BJD  
CHECKED BY JLF

**FINAL SITE PLAN**  
AUG 29 2022  
planner: *All*

**A3.01**

1208.2 Minimum ceiling heights  
Exceptions: 4. Corridors contained within a dwelling unit or sleeping unit in Group R occupancy shall have a ceiling height of not less than 7 feet.



RENDERING OF PROPOSED:



PHOTO OF EXISTING:



GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH LOCAL & STATE CODES, ORDINANCES, AND GOVERNMENT AGENCIES. IN THE EVENT OF A CONFLICT, THE MOST STRINGENT REQUIREMENTS SHALL APPLY. ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE DESIGNER/ARCHITECT BEFORE CONSTRUCTION IS COMMENCED.
2. CONTRACTOR SHALL EXAMINE AND VERIFY CONDITIONS OF THE JOB SITE. ANY DISCREPANCY BETWEEN THE DRAWINGS AND EXISTING CONDITIONS SHALL BE RECORDED IN WRITING AND REPORTED TO THE DESIGNER/ARCHITECT FOR RESOLUTION PRIOR TO COMMENCEMENT OF WORK.
3. CONTRACTOR TO PATCH AND REPAIR ALL STRUCTURE, FRAMING, AND FINISHES AFFECTED BY CONSTRUCTION. ALL EXISTING CONDITIONS OF THE SITE (INTERIOR AND EXTERIOR) NOT TO BE REMOVED OR DEMOLISHED SHALL BE PROPERLY PROTECTED AGAINST DAMAGE AND POSSIBILITY OF FIRE AND BODILY HARM.
4. ALL PERMITS SHALL BE PROPERLY DISPLAYED ON SITE. GENERAL CONTRACTOR(S) TO BE BONDED/INSURED TO AN AGREEABLE AMOUNT STATED IN THE CONTRACT BETWEEN OWNER AND CONTRACTOR.
5. CONTRACTOR RESPONSIBLE FOR COORDINATION OF ALL TRADES, INCLUDING THOSE ITEMS SUPPLIED BY THE OWNER.
6. DO NOT SCALE DRAWINGS. DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR. ALL DISCREPANCIES SHALL BE DISCUSSED WITH DESIGNER/ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
7. DIMENSIONS OF NEW CONSTRUCTION ARE TO FACE OF FRAMING, UNLESS NOTED OTHERWISE. ALL NEW FRAMING WITH EXISTING FRAMING, AND NEW FINISHES WITH EXISTING. TYPICAL ALL SHEETROCK/GYPSUM WALL BOARD (GWB) SHALL BE 5/8" UNLESS NOTED OTHERWISE.
8. MATERIAL CHOICES, FIXTURES AND FINISHES NOT SPECIFIED SHALL BE PRE-APPROVED BY OWNER AND DESIGNER/ARCHITECT. ALL MATERIALS/FIXTURES TO BE NEW UNLESS SPECIFIED OTHERWISE AND SHALL NOT BE SUBSTITUTED UNLESS APPROVED BY DESIGNER/ARCHITECT PRIOR TO PURCHASE AND INSTALLATION.
9. ALL CONSTRUCTION MATERIALS SHALL BE PROPERLY STORED AND PROTECTED FROM DAMAGE, THEFT, AND EXCESSIVE HEAT/COLD/MOISTURE.
10. WOOD IN CONTACT WITH CEMENT OR MASONRY SHALL BE PRESSURE TREATED.
11. PROVIDE ACCESS TO CONCEALED VALVES, DAMPERS, CONTROLS, JUNCTION BOXES, ETC.
12. CONTRACTOR SHALL PROVIDE & INSTALL STIFFENERS, BRACING, BLOCKING, BACKING PLATES, & SUPPORTING BRACKETS REQUIRED FOR THE INSTALLATION OF CASEWORK, SHELVING, AND FLOOR MOUNTED OR SUSPENDED MECHANICAL & ELECTRICAL EQUIPMENT.
13. ANY CHANGE ORDERS (WRITTEN OR DRAWN) NECESSARY FOR PROJECT SHALL BE SIGNED BY DESIGNER/ARCHITECT PRIOR TO ORDERING MATERIALS OR MAKING NEW CONSTRUCTION.
14. SHOP DRAWINGS TO BE SUBMITTED FOR ALL CUSTOM DESIGN ELEMENTS AND MILLWORK/CABINETS. DESIGNER/ARCHITECT TO SIGN OFF ON SHOP DRAWINGS PRIOR TO CONSTRUCTION COMMENCEMENT.
15. CONSTRUCTION SITE TO BE CLEAN AND TIDY AT END OF JOB.
16. ALL WORK, MATERIALS, AND EQUIPMENT TO BE GUARANTEED FOR ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION.
17. SEE A6.01 FOR ADA DIMENSIONS.

PROJECT OVERVIEW:

EXISTING BUILDING DATA:

- CONSTRUCTED IN 1906 BY CHARLES RIVETT
  - REINFORCED CONCRETE EXTERIOR WALLS, 12" THICK
  - WOOD-FRAMED FLOOR AND CEILING/ROOF, WOOD SUPPORT COLUMNS/BEAM AT MID-SPAN
  - HISTORIC USES INCLUDE GENERAL STORE & GROCERY STORE
  - LARGE MEZZANINE IN NORTH PORTION OF BUILDING BUILT IN 1917 TO PROVIDE FIRST LADIES' PUBLIC RESTROOM IN SPRINGFIELD
  - MOST RECENT USE: THE SEWING ROOM
  - EXISTING HEATING SYSTEM, LARGE RTU SERVING MAIN COMMERCIAL SPACE, SUPPLEMENTAL WALL
  - HEATERS IN SMALLER SPACES
  - EXISTING PLUMBING FIXTURES: 3 KITCHENETTE SINKS, 2 LAVATORY SINKS, 2 TOILETS, 4 WASHER/DRYER HOOKUPS, ONE TANK-STYLE WATER HEATER
  - NO EXISTING SPRINKLER SYSTEM
- DEMO SCOPE:
- DEMO OF ALL EXISTING INTERIOR ELEMENTS, INCLUDING WALLS, FIXTURES, MEZZANINE, DROPPED CEILING
  - DEMO OF EXISTING WOOD-FRAMED FLOOR ASSEMBLY AND INTERIOR WOOD COLUMNS
- CONCRETE SCOPE:
- NEW FOOTINGS AS REQUIRED FOR NEW STRUCTURAL SUPPORT
  - NEW CONCRETE SLABS ON GRADE ON GROUND FLOOR IN APARTMENT ENTRY LOBBY, STAIRWELLS, AND LIVEWORK UNIT
  - SLABS IN 2 COMMERCIAL TENANT SPACES TO BE POURED AS PART OF SEPARATE/FUTURE T.1 PERMITS

GLAZING/OPENINGS:

- HISTORIC WINDOW/DOOR OPENINGS, PREVIOUSLY INFILLED, TO BE REOPENED AND NEW GLAZING TO BE INSTALLED
- RECONSTRUCTION OF EXISTING STOREFRONT GLAZING IN A MANNER THAT IS MORE COMPATIBLE WITH THE HISTORIC CHARACTER OF BUILDING

FRAMING:

- NEW STEEL MOMENT FRAMES AND FRAMED SHEAR WALLS AND ASSOCIATED FOOTINGS TO BE ERRECTED TO SUPPORT EXISTING ROOF/CEILING STRUCTURE, AND CONSTRUCTION OF 2 NEW STORIES ABOVE
- EXTERIOR WALLS - NEW 6" STEEL STUD WALLS FOR APARTMENTS ON LEVELS 2 & 3
- FLOORS - NEW OPEN WEB JOISTS FOR LEVEL 2 FLOOR, NEW TJS FOR LEVEL 3 FLOOR, WITH STEEL FRAMING AT BALCONIES, NEW TJS FOR NEW ROOF STRUCTURE, NEW GAR-DECKING ASSEMBLY FOR LIVEWORK UNIT MEZZANINE
- INTERIOR BEARING WALLS - STAGGERED STEEL STUD BEARING WALLS BETWEEN APARTMENT UNITS, BEARING SHEAR WALLS AT GROUND FLOOR
- INTERIOR NON-BEARING WALLS - NEW INTERIOR WALLS THROUGHOUT APARTMENT UNITS, ENCLOSING STAIRS, W.C., UTILITY ROOM, STORAGE CLOSETS, ETC.
- NEW BEAMS/COLUMNS AS INDICATED ON STRUCTURAL DRAWINGS
- NEW STAIR SYSTEMS THROUGHOUT - (2) EGRESS STAIRS, (1) TYPICAL APARTMENT INTERIOR STAIRS, AND (1) MEZZANINE STAIR FOR LIVEWORK UNIT

FIRE/LIFE SAFETY:

- FIRE RATED ASSEMBLIES - 1 HOUR SEPARATION BETWEEN GROUND FLOOR AND APARTMENTS ON SECOND FLOOR, 1 HOUR BETWEEN APARTMENTS, 1 HOUR STAIR ENCLOSURES
- NEW NFPA-13 SPRINKLER SYSTEM TO BE INSTALLED THROUGHOUT BUILDING, IN ALL ENCLOSED SPACES ON ALL FLOORS, AND UNDER STAIRWELLS

APPROVALS FOR MECH/PLUMB/ELECT. UNDER THEIR RESPECTIVE PERMITS. NOT INCLUDED WITH ARCH/STRUCTURAL PERMIT SHEETS

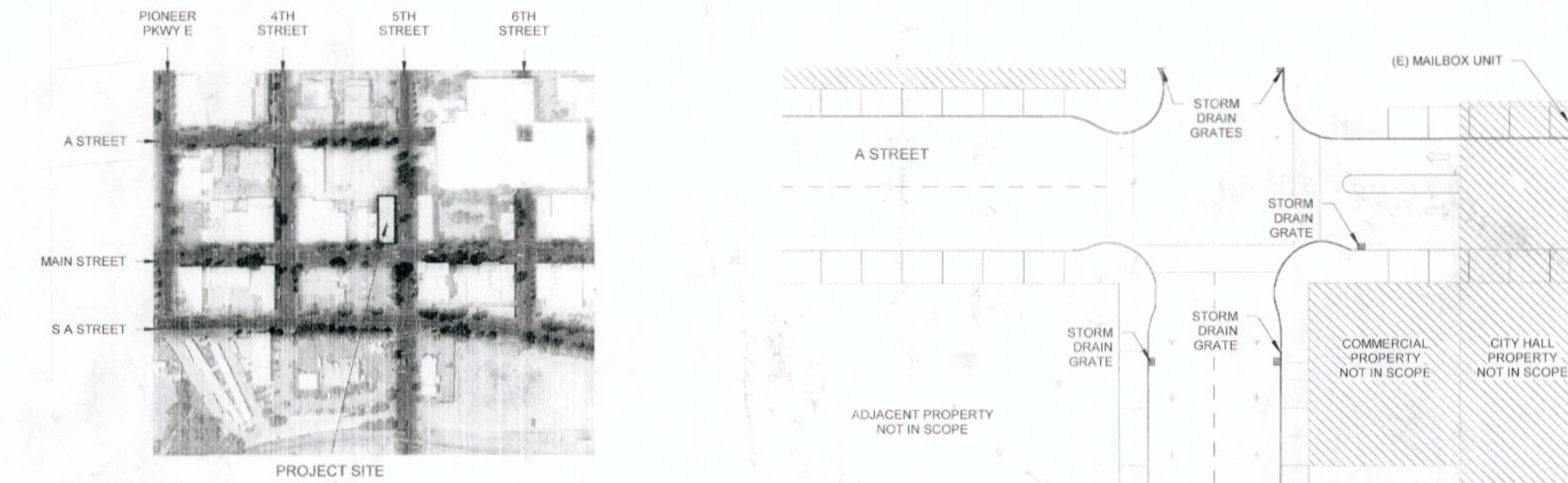
EXTERIOR IMPROVEMENTS:

- NEW PAINT ON EXTERIOR CONCRETE FAÇADE, NEW UPPER LEVEL WALLS TO BE CLAD IN BRICK-LOOK FIBER-CEMENT PANELS
- NEW AWNINGS/CANOPIES OVER ENTRANCES ALONG MAIN STREET AND 5TH STREET
- NEW PLANTER BOXES AND OUTDOOR SEATING ELEMENTS
- NEW GOOSENECK WALL-MOUNTED LIGHT FIXTURES AROUND BUILDING
- NEW BICYCLE PARKING HOOPS

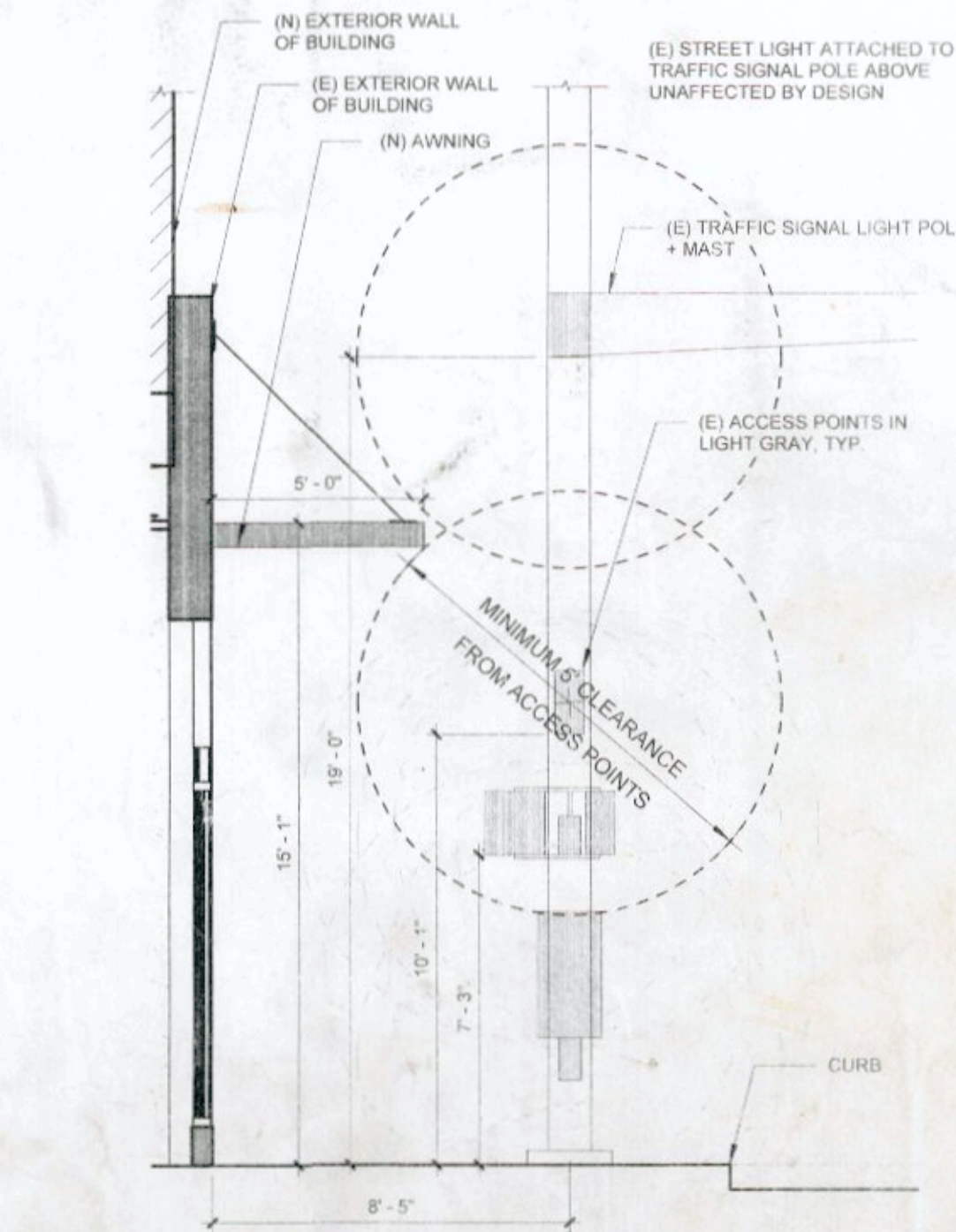
SYSTEMS:

- ELECTRICAL - SERVICE TO BE UPGRADED, INCLUDING NEW METERS AND PANELS, PER SUB AND CODE REQUIREMENTS, NEW WIRING, LIGHTING, AND RECEPTACLES THROUGHOUT, COORDINATION WITH OTHER TRADES FOR POWER REQUIREMENTS FOR EQUIPMENT
- HVAC - NEW MINI-SPLITS TO INDEPENDENTLY SERVE EACH APARTMENT UNIT AND EACH COMMERCIAL SPACE
- NEW EXHAUST DUCTING - FOR (12) RESIDENTIAL KITCHENS AND BATHS LOCATED ON SECOND AND THIRD FLOOR OF UNITS, AND (1) GROUND FLOOR LIVEWORK UNIT, (2) PUBLIC W.C. ON GROUND FLOOR, AND LAUNDRY IN 2ND FLOOR HALLWAY
- MECHANICAL CHASE PROVIDED FOR POTENTIAL FUTURE COMMERCIAL KITCHEN IN MAIN COMMERCIAL SPACE, THOUGH EQUIPMENT NOT PART OF THIS PERMIT
- PLUMBING - NEW METER AND UPSIZED LINE FROM METER INTO BUILDING, TIE INTO EXISTING SANITARY CONNECTION, NEW FIXTURES THROUGHOUT AND SUPPLY/WASTE PIPING, FLOOR DRAINS IN GROUND FLOOR W.C.'S, UTILITY ROOM, AND TRASH ALCOVE, NEW UNDERFLOOR 75 - GALLON GREASE TRAP IN UTILITY ROOM, 2 NEW GAS WATER HEATERS IN UTILITY ROOM
- FIRE SUPPRESSION - NEW SPRINKLER SYSTEM THROUGHOUT, HOT TAP INTO MAIN FIRE SUPPLY LINE ALONG MAIN STREET, BACKFLOW DEVICE IN SW CORNER OF BUILDING, STANDPIPE AND FIRE ALARM PANEL TO BE IN UTILITY ROOM, FIRE DEPARTMENT CONNECTION TO BE AT SE CORNER OF BUILDING ALONG 5TH STREET

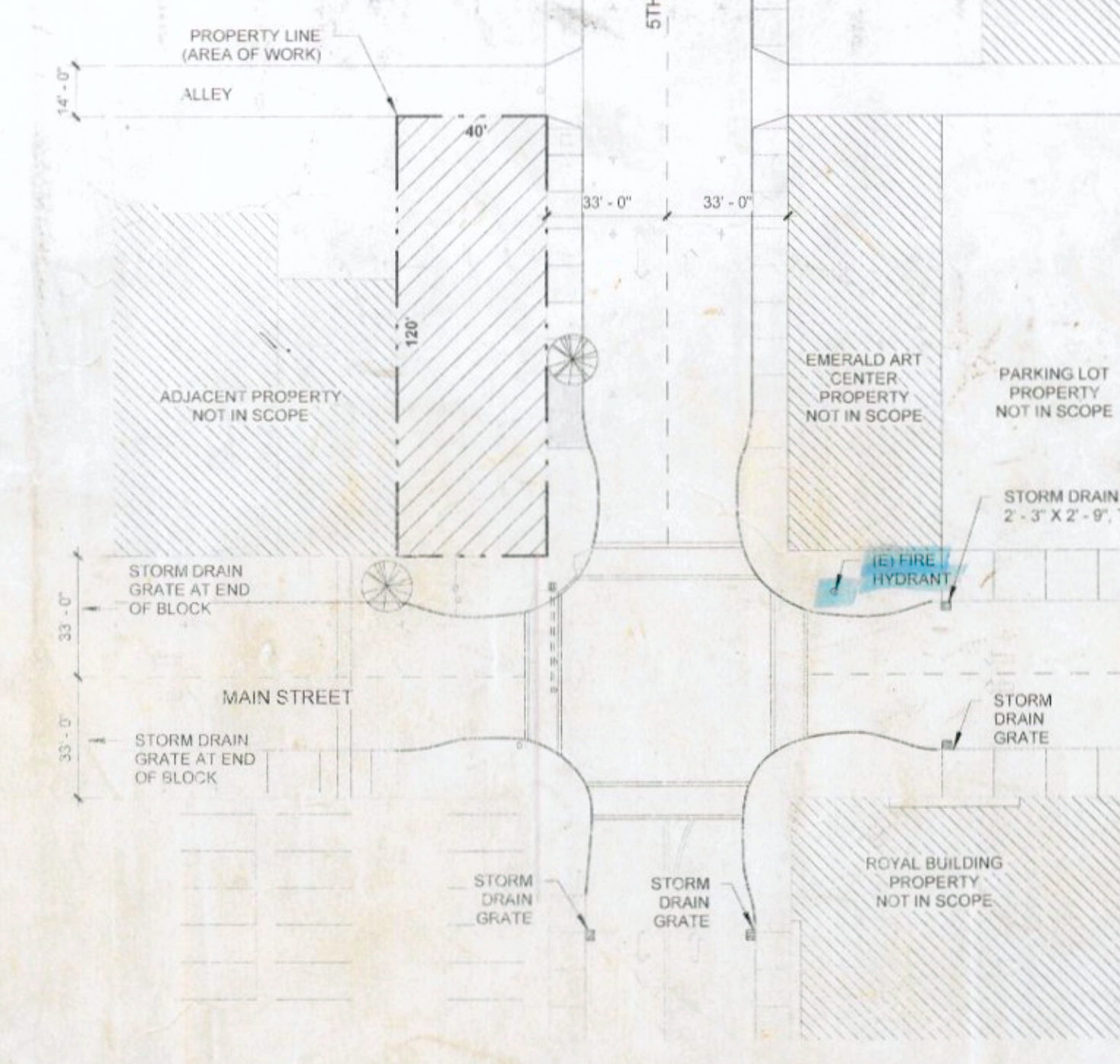
SITE OVERVIEW:



1 VICINITY MAP NOT TO SCALE



2 SECTION - ODOT TRAFFIC STANDARDS - CLEARANCES 1/4" = 1'-0"



THE SITE IS NOT LOCATED IN THE 100-YEAR FLOODPLAIN, NOR DOES IT HAVE FLOOD BOUNDARIES ON THE SITE AS SPECIFIED IN THE LATEST ASSORTED FEMA FLOOD INSURANCE RATE MAPS

THE SITE IS NOT LOCATED IN ANY OF THE TIME OF TRAVEL ZONES, AS SPECIFIED IN SDC 3.3-200 AND DELINEATED ON THE WELLSHEAD PROTECTION AREAS MAP ON FILE IN THE DEVELOPMENT AND PUBLIC WORKS DEPARTMENT

3 VICINITY PLAN 1" = 40'-0"

PROJECT DATA:

MAP/TAX LOT: 17-03-35-31-08000

SITE ADDRESSES:

448 MAIN STREET  
SPRINGFIELD, OR  
97477

SITE AREA: 40' x 120' (4800 S.F.)

BUILDING AREA:

EXISTING	1 STORY, 4768 S.F. (FULL LOT COVERAGE)
PROPOSED	3 STORIES, 13,408 S.F. TOTAL
	LEVEL 1 - 4720 S.F.
	LEVEL 2 - 4362 S.F.
	LEVEL 3 - 4326 S.F.

ZONE: MIXED-USE COMMERCIAL

CONSTRUCTION TYPE: 5B

SPRINKLERS: NEW SYSTEM TO BE INSTALLED THROUGHOUT

EXISTING/NEW USES:

- EXISTING GROUND FLOOR COMMERCIAL - FORMERLY THE SEWING ROOM
- ASSUME NEW RESTAURANT AND MERCANTILE COMMERCIAL USES ON THE GROUND FLOOR - TENANTS T.B.D., WILL BE SUBMITTED UNDER SEPARATE T.1 PERMIT
- ONE NEW LIVE/WORK UNIT ON GROUND FLOOR, WORK SPACE ADJACENT TO STOREFRONT
- NEW RESIDENTIAL UPPER FLOORS - 12 NEW APARTMENT UNITS

PROJECT TEAM:

OWNER:  
DAVID LOVEALL  
MASAKA PROPERTIES, LLC  
1657 DORSEY AVENUE  
SPRINGFIELD, OR 97477  
PHONE: 541 345 9900  
EMAIL: david@masakaproperties.com

ARCHITECT:  
JENNA L. FRIBLEY, AIA, LEED AP  
CAMPFIRE COLLABORATIVE  
ARCHITECTURE & DESIGN, PC  
341 MAIN STREET  
SPRINGFIELD, OR 97477  
PHONE: 541 914 0334  
EMAIL: jenna@campfirelab.com

GENERAL CONTRACTOR:  
RYAN THOMAS  
RYAN THOMAS CONSTRUCTION, LLC  
91069 N WILLAMETTE ST  
COBURG, OR 97408  
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EMAIL: ryan@thomasconstruction.com  
CCB # 188458

STRUCTURAL ENGINEER:  
CHARLES (CHUCK) C. DUFAULT, JR., P.E.  
WOODCHUCK ENGINEERING  
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SPRINGFIELD, OREGON 97477  
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MECHANICAL:  
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CCB # 77

ELECTRICAL:  
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SUNSET ELECTRIC  
3708 SEAVEY LOOP  
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PHONE: 541 915 4883  
EMAIL: brad@sunsetelectric.org  
CCB # 156859

PLUMBING:  
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HARVEY & PRICE  
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EUGENE, OR 97403  
PHONE: 541 746 1621  
EMAIL: ben@harveyandprice.com  
CCB # 77

FIRE SUPPRESSION:  
JUSTIN ROBERTS  
HARVEY & PRICE  
2105 NUGGET WAY  
EUGENE, OR 97403  
PHONE: 541 746 1621  
EMAIL: jroberts@harveyandprice.com  
CCB # 77

DEFERRED SUBMITTALS:

- PHOTOMETRIC REPORTS FOR EXTERIOR LIGHTING FIXTURES
- SHOP DRAWINGS FOR STEEL EGRESS STAIRS
- SHOP DRAWINGS FOR EXTERIOR CANOPIES

ABBREVIATIONS:

- S.F.	SQUARE FEET	- AFF	ABOVE FINISH FLOOR
- V.I.F.	VERIFY IN FIELD	- GWB	GYPSUM WALL BOARD
- CLR	CLEAR	- P.T.	PRESSURE TREATED
- MIN.	MINIMUM	- PLY	PLYWOOD
- MAX	MAXIMUM	- CFB	CEMENT FIBER BOA
- TYP	TYPICAL	- GLB	GULLUM BEAM
- (E)	EXISTING	- GL	GULLUM
- (N)	NEW	- UNO	UNLESS OTHERWISE EACH
- CTR	CENTER	- EA	EACH
- INT	INTERIOR	- FDN	FOUNDATION
- EXT	EXTERIOR	- DN	DOWN
- T.O.	TOP OF	- BLDG	BUILDING
- B.O.	BOTTOM OF	- DWG	DRAWING

SHEET INDEX:

NUMBER	SHEET NAME	NUMBER	SHEET NAME
<b>GENERAL</b>			
A5.05	DETAILS - EGRESS STAIRS	A5.06	DETAILS - DWELLING UNIT STAIRS
A5.07	KITCHEN HOOD CHASE DETAILS	A6.01	SCHEDULES - WINDOW, DOORS & PANELS
<b>ARCHITECTURAL</b>			
A0.01	EXISTING / DEMOLITION PLANS	S1	FOUNDATION PLAN
A0.02	NEW FOOTINGS & UNDERFLOOR	S2.1	MEZZANINE FLOOR FRAMING
A1.00	REFERENCE FLOOR PLANS	S2	2ND FLOOR FRAMING
A1.01	LEVEL 1 - DIMENSIONED PLAN	S3	3RD FLOOR FRAMING
A1.02	LEVEL 2 - DIMENSIONED PLAN	S4	ROOF FRAMING
A1.03	LEVEL 3 - DIMENSIONED PLAN	S5	MOMENT FRAME GRIDLIN 3
A1.04	ROOF PLAN	S6	MOMENT FRAME DETAILS
A1.21	ENLARGED PLANS - ADA W.C.	S7	MOMENT FRAME DETAILS
A1.22	ENLARGED PLANS - UTILITY ROOM	S8	MOMENT FRAME GRIDLIN 1
A1.23	ENLARGED PLANS - LIVEWORK UNIT 130	S9	MOMENT FRAME DETAILS
A1.24	ENLARGED PLANS - UNIT FLOOR 2 & 3	S10	MOMENT FRAME DETAILS
A1.25	ENLARGED PLANS - UNIT FLOORS 2 & 3	S11	MOMENT FRAME DETAILS
A1.40	REFLECTED CEILING PLANS	S12	MOMENT FRAME DETAILS
A1.41	LIGHTING/ELECT. - UNIT 130 & N STAIR	S13	MOMENT FRAME DETAILS
A1.42	LIGHTING/ELECT. - LVL 1 COMMON AREAS	S14	SHEARWALL FRAMING PLANS
A1.43	LIGHTING/ELECT. - LVL 2 COMMON AREAS	<b>PLUMBING</b>	
A1.44	LIGHTING/ELECT. - TYPICAL UNIT	PUF-1	PLUMBING PLAN - UNDERFLOOR
A2.01	EXTERIOR ELEVATIONS	PAF-1	PLUMBING PLAN - ABOVE FLOOR LVL 1 & 2
A3.01	SECTIONS/ELEVATIONS	PAF-2	PLUMBING PLAN - ABOVE FLOOR LVL 3 & ROOF
A4.01	INTERIOR ELEV - ADA LIVE/WORK UNIT	<b>SPRINKLERS &amp; FIRE ALARM SYSTEM</b>	
A4.02	INTERIOR ELEV - TYPICAL UNIT	FP-1	FIRE SPRINKLER PLAN
A4.03	INTERIOR ELEV - TYPICAL UNIT	FA0.00	FIRE ALARM INFO & RISER DIAGRAM
A4.04	INTERIOR ELEV - LOBBY	FA1.00	FIRE ALARM SYSTEM LAYOUTS
A4.05	INTERIOR ELEV - LVL 2 HALL		
A5.01	DETAILS - WALLS ASSEMBLIES		
A5.02	DETAILS - MOMENT FRAMES		
A5.03	DETAILS - HORIZONTAL ASSEMBLIES		
A5.04	DETAILS - ROOF ASSEMBLY & BALCONY		

DATE RECEIVED 7/8/22 JOB NO. 811-22-00145-STR  
 ZONE OCCUPANCY GROUP R2+Shel  
 UNIT 15/18/21/4w/29 OCCUPANCY LOAD 211  
 STORIES 3 TYPE CONSTRUCTION 4-B  
 LEGAL DESCRIPTION 17.03.35-31-08000  
 ADDRESS 448 MAIN ST  
 OWNER MASAKA PROPERTIES

THE CONTENTS HERE ON HAVE BEEN REVIEWED, WITH ALTERATIONS NOTED ON THE PLANS OR BY ATTACHMENT, CHANGES OR ALTERATIONS MADE TO THE APPROVED DRAWINGS OR PROJECT AFTER THE DATE BELOW SHALL BE APPROVED BY THE BUILDING OFFICIAL.

CITY OF SPRINGFIELD, OREGON  
 APPROVED BY [Signature] DATE 11-14-22

1" ACTUAL  
 IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR EDUCED AFFECTING ALL LABELED SCALES



REVISIONS:

No.	Description	Date

DATE 2022.09.30  
 JOB 21006  
 SCALE As indicated  
 DRAWN BY BJD  
 CHECKED BY JLF

G0.01

STRUCTURAL PLANS SET  
 COVER SHEET / VICINITY MAP  
 448 MAIN STREET - RIVETT BUILDING  
 MASAKA PROPERTIES  
 448 MAIN STREET  
 SPRINGFIELD, OR 97477



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**SITE PLANS / LAND USE**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



REVISIONS:

No.	Description	Date
1	Revision 1	2022.04.05
2	Revision 2	2022.07.27

DATE: 2022.09.30  
JOB: 21006  
SCALE: 1" = 10'-0"  
DRAWN BY: BJD  
CHECKED BY: JLF

**G0.02**

PLOTTED ON: 10/26/2022 3:51:06 PM

**GENERAL NOTES:**

- ALL WORK FOR INCREASED POWER SUPPLY TO BE COMPLETED WITHIN EXISTING UTILITY EASEMENTS AND UTILIZING EXISTING UNDERGROUND CONDUIT RUNS. NO DEMOLITION OF ROAD/SIDEWALK REQUIRED.
- ANY NECESSARY REMOVAL/DISTURBANCE OF CONCRETE WITHIN THE PUBLIC WAY WILL BE REPAIRED BY REPLACING FULL PANELS.
- EXISTING DOWNSPOUTS ON MAIN ST. AND 5TH ST. ARE PIPED UNDER THE SIDEWALKS TO WEEP HOLES IN THE CURB. EXISTING DOWNSPOUT AT THE NW CORNER IS PIPED UNDERGROUND AT THE ALLEY. EXISTING DOWNSPOUTS WILL BE REPLACED/EXTENDED BUT NO NEW DOWNSPOUT LOCATIONS ARE PROPOSED.
- NO ADA ELEMENTS ARE DISTURBED BY THE DEMOLITION AND RESTORATION OF THE ELECTRICAL POWER SUPPLY TO THE BUILDING.

**ZONING AND LAND USE CODE:**

**ZONE:** MIXED-USE COMMERCIAL

**EXISTING/NEW USES:**

- EXISTING GROUND FLOOR COMMERCIAL - FORMERLY "THE SEWING ROOM"
- ASSUME NEW RESTAURANT AND MERCANTILE COMMERCIAL USES ON THE GROUND FLOOR - TENANTS T.B.D.
- WILL BE SUBMITTED UNDER SEPARATE T.I. PERMIT
- ONE NEW LIVE/WORK UNIT ON GROUND FLOOR, WORK SPACE ADJACENT TO STOREFRONT
- NEW RESIDENTIAL UPPER FLOORS - 12 NEW APARTMENTS

**FLOOD ZONES / TIME OF TRAVEL / WELLHEAD PROTECTION:**

- THE SITE IS NOT LOCATED IN THE 100-YEAR FLOOD PLAIN AND DOES NOT HAVE ANY FLOOD BOUNDARIES ON THE SITE AS SPECIFIED IN THE LATEST ADOPTED FEMA FLOOD INSURANCE RATE MAPS.
- THE SITE IS NOT LOCATED IN ANY OF THE TIME OF TRAVEL ZONES, AS SPECIFIED IN SDC 3.3-200 AND DELINEATED ON THE SPRINGFIELD WELLHEAD PROTECTION AREAS MAP.

**APPLICABLE DESIGN STANDARDS FROM SPRINGFIELD DEVELOPMENT CODE:**

- 3.2-625 MIXED-USE DISTRICT DEVELOPMENT STANDARDS—GENERAL
- 3.2-630 MIXED-USE DISTRICT DEVELOPMENT STANDARDS—SPECIFIC
- 3.3-1000 NODAL DEVELOPMENT OVERLAY DISTRICT
- 3.2-240 MULTI-JOINT DESIGN STANDARDS
- SEE NOTES ON SHEET A2.01 FOR SUMMARY OF MIXED-USE DEVELOPMENT STANDARDS

**4.6-100 MOTOR VEHICLE AND BICYCLE PARKING STANDARDS**

**VEHICLE PARKING:** DOWNTOWN SPRINGFIELD PARKING EXEMPTION

**BICYCLE PARKING:**

**NUMBER OF STALLS REQUIRED:**

- RESIDENTIAL: 1/UNIT, 75% LONG TERM, 25% SHORT TERM
- COMMERCIAL/RESTAURANT (TBD): 1/600 S.F., 25% LONG TERM, 75% SHORT TERM

2962 S.F. / 600 = 5 SPACES: 1.25 LONG TERM, 3.75 SHORT TERM

**TOTAL REQUIRED:**

- 11 LONG TERM (9.75 + 1.25) => **11 PROVIDED**
- 1 LONG TERM OVERSIZED => **1 PROVIDED**
- 7 SHORT TERM (3.25 + 3.75) => **8 PROVIDED**

ADDITIONAL LONG-TERM STORAGE IF REQUIRED FOR COMMERCIAL TENANT SPACES TO BE PROVIDED WITHIN TENANT SPACES AS PART OF FUTURE INTERIOR BUILDOUT (TO BE SUBMITTED IN SEPARATE T.I. PERMIT)

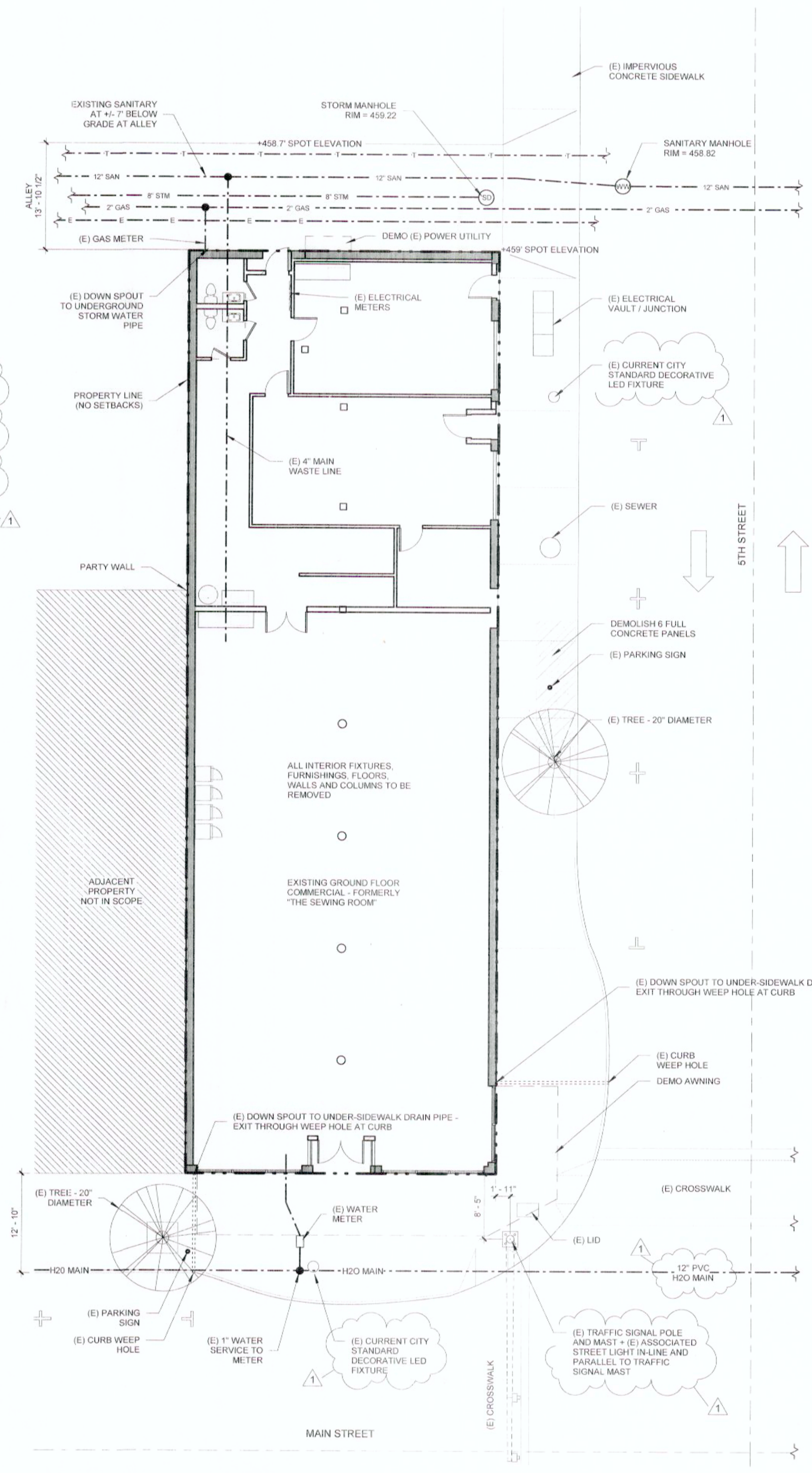
**LOCATION OF SHORT TERM STALLS:**

- HOOPS INSTALLED ON PUBLIC SIDEWALK, WITH A MINIMUM OF 5 FEET BETWEEN THE PARKED BICYCLE AND THE STOREFRONT - DOES NOT CONFLICT WITH PEDESTRIAN ACCESSIBILITY
- NO FURTHER THAN 50 FEET FROM THE MAIN BUILDING ENTRANCE OR PRIMARY POINT OF ENTRY TO THE USE
- CLEARLY VISIBLE FROM THE MAIN BUILDING ENTRANCE OR PRIMARY POINT OF ENTRY TO THE USE
- SEPARATED FROM MOTOR VEHICLE PARKING BY A CURB TO PREVENT DAMAGE TO PARKED BICYCLES

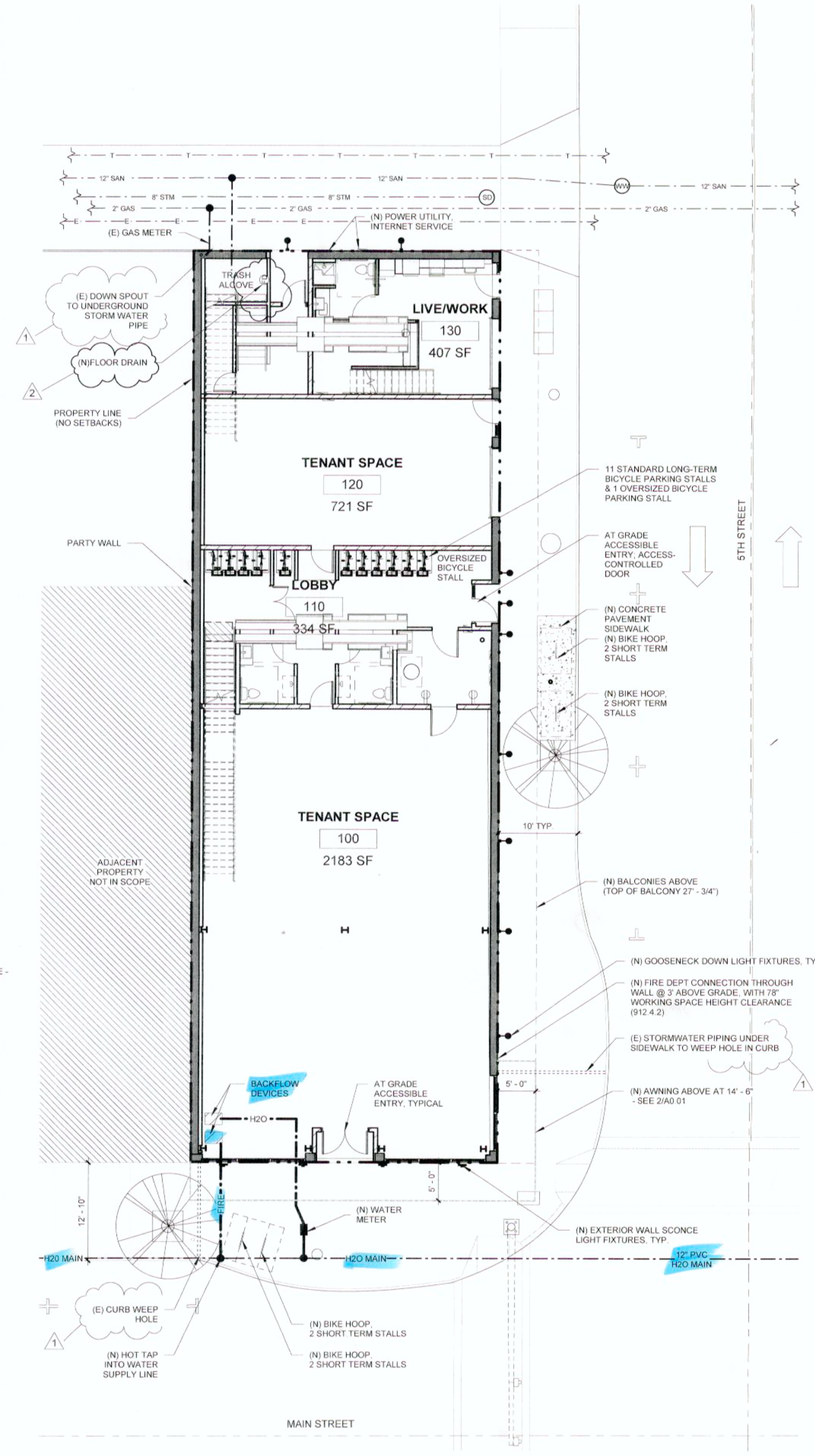
**PLUMBING FIXTURE COUNT - EXISTING/NEW (FOR SYSTEMS DEVELOPMENT CHARGE CALCULATION)**

	FIXTURE TYPE							NOTES
	W.C.	LAV	SINK	URINAL	MOP	WH	LAUNDRY	
EXISTING	2	0	5	0	0	1	4	
REMOVED	2	0	5	0	0	1	4	
NEW	15	2	26	0	2	2	2	
<b>TOTAL COUNT</b>	<b>15</b>	<b>2</b>	<b>26</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>2</b>	
<b>NET GAIN</b>	<b>13</b>	<b>2</b>	<b>21</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>-2</b>	

NOTE: FIXTURE COUNTS FOR FUTURE COMMERCIAL/RESTAURANT TENANT SPACES ON GROUND FLOOR NOT INCLUDED. TENANT INFILL FOR THESE TWO SPACES TO BE SUBMITTED AS SEPARATE PERMITS.



① (E) PLAN - ASSESSMENT AND PUBLIC UTILITIES  
1" = 10'-0"



② (N) PLAN - PROPOSED SITE AND UTILITIES  
1" = 10'-0"





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**EGRESS PLANS**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



REVISIONS:

No.	Description	Date

DATE: 2022.09.30  
JOB: 21006  
SCALE: 1/8" = 1'-0"  
DRAWN BY: BJD  
CHECKED BY: JLF

GO.

### GENERAL NOTES:

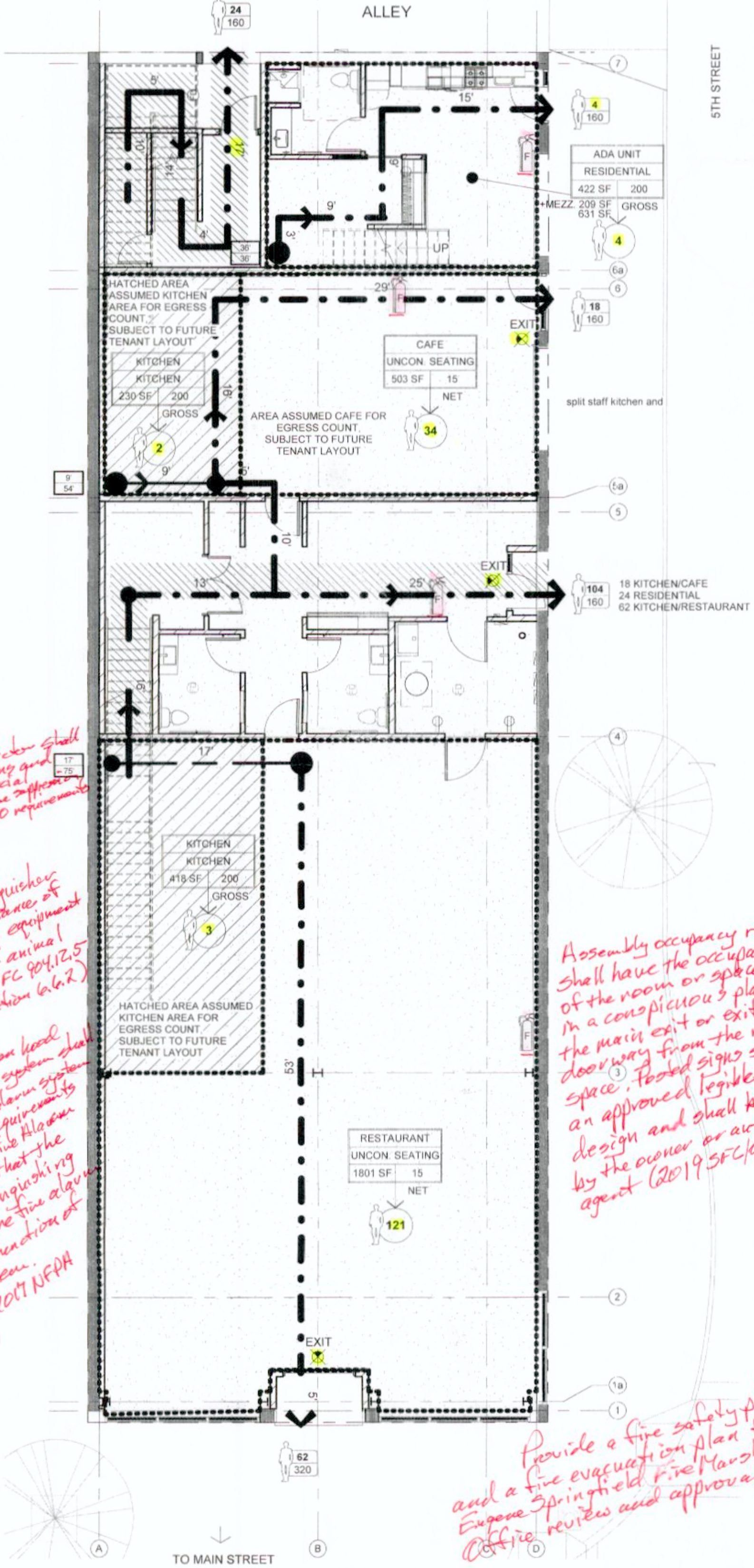
1019.3 (1) FLOOR OPENINGS CONTAINING EXIT ACCESS STAIRWAYS THAT DO NOT COMPLY WITH ONE OF THE CONDITIONS LISTED IN THIS SECTION SHALL BE ENCLOSED WITH A SHAFT ENCLOSURE CONSTRUCTED IN ACCORDANCE WITH SECTION 713.

(1) EXIST ACCESS STAIRWAYS THAT SERVE OR ATMOSPHERICALLY COMMUNICATE BETWEEN ONLY TWO STORIES, SUCH INTERCONNECTED STORIES SHALL NOT BE OPEN TO OTHER STORIES UNDER THIS EXCEPTION, THE STAIRS DO NOT NEED TO BE ENCLOSED.

MINIMUM CORRIDOR WIDTH ACCORDING TO TABLE 1020.2 44" MIN. TYP., 36" MIN. <50 OCCUPANTS.

MAXIMUM TRAVEL DISTANCE: 250' (R, SP)  
MAX 50' DEAD END CORRIDOR  
COMMON PATH: MAXIMUM 125'

SEE SHEET G0.03 FOR EGRESS LIGHTING PATH



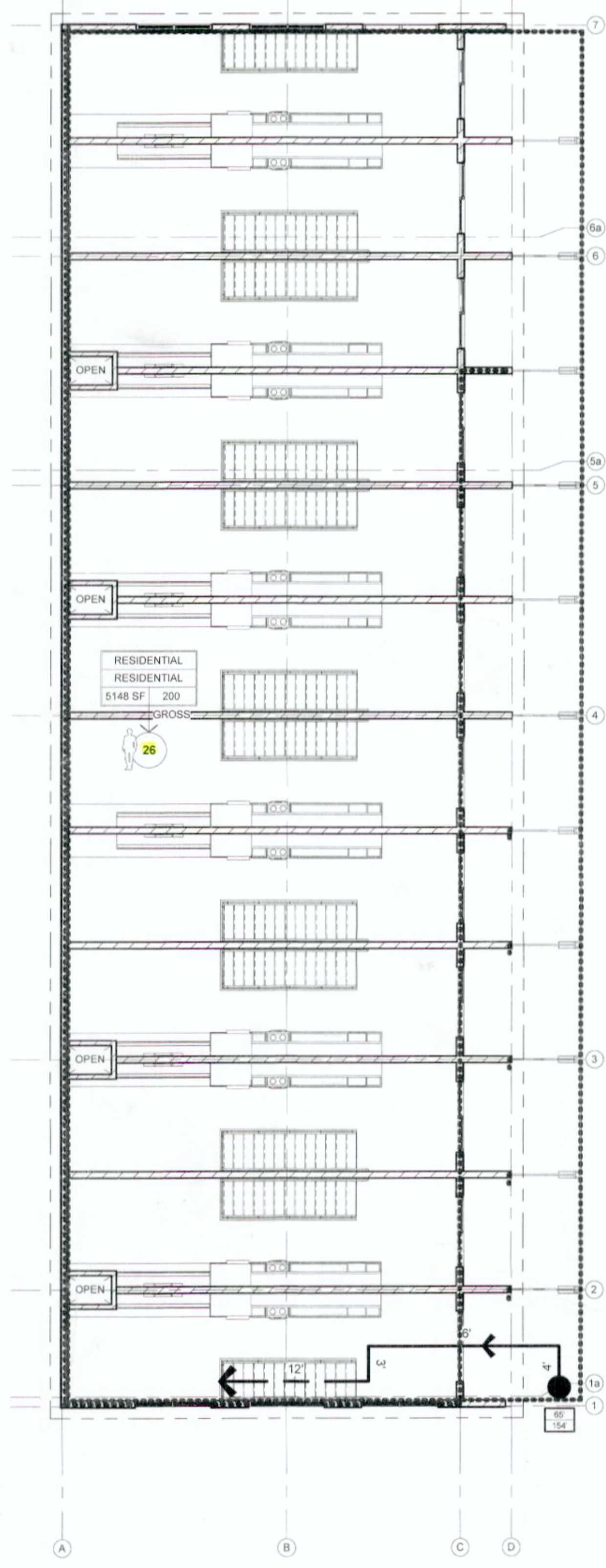
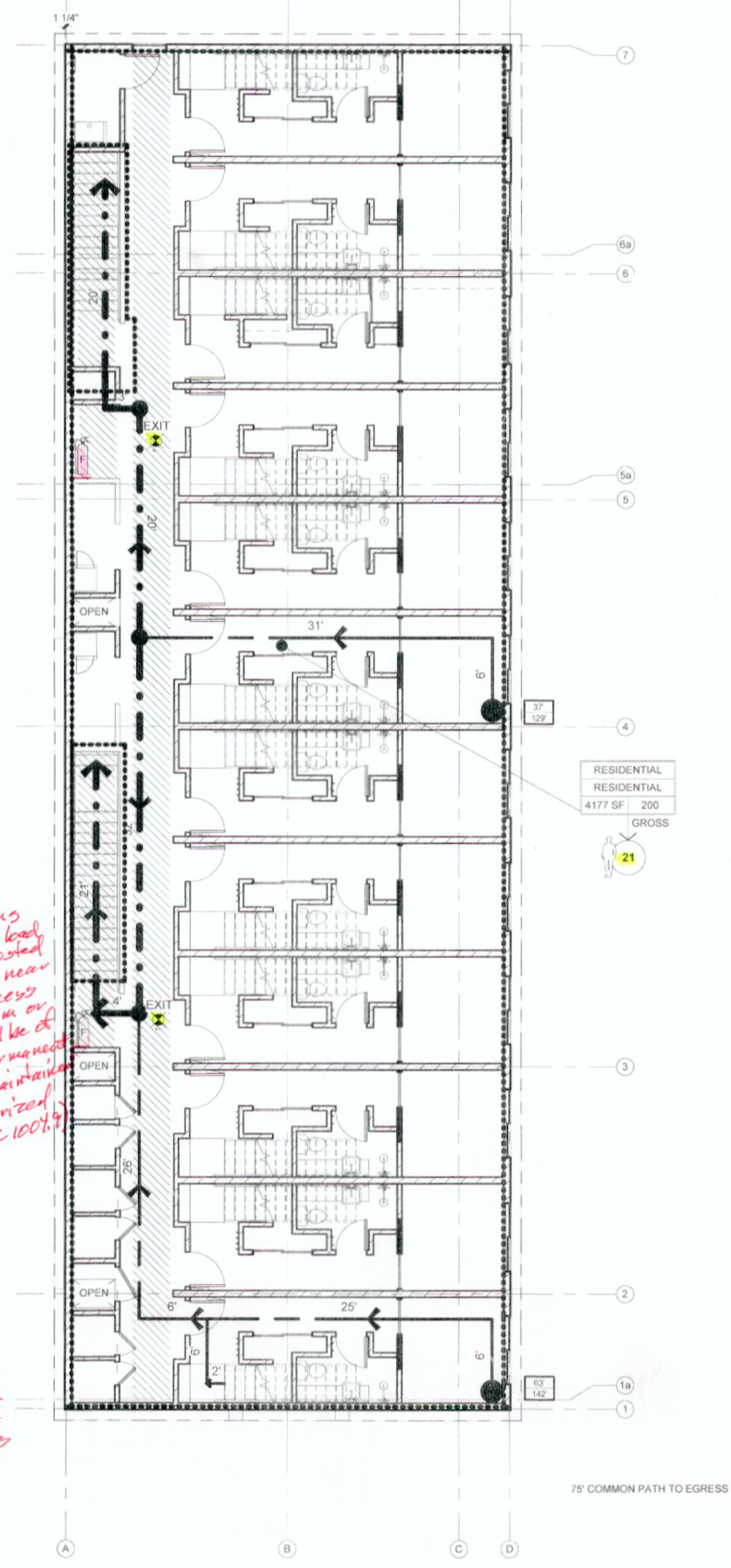
Fire protection contractor shall provide submittal to log and cut sheets for a commercial kitchen hood and duct fire suppression system meeting UL300 requirements for review & approval.

Provide fire-rated extinguisher within 20-foot travel distance of commercial-type cooking equipment involving vegetable or animal oils and fats (2019 SFC 904.12.5 and 2019 NFPA 10, Section 6.6.2)

The commercial kitchen hood & duct fire suppression system shall be connected to the fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code so that the activation of the extinguishing system will sound the fire alarm as well as provide the function of the extinguishing system. (2019 SFC 904.12.5 and 2017 NFPA 72A, Section 5.2.1.9)

Assembly occupancy rooms shall have the occupant load of the room or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of approved legible permanent design and shall be maintained by the owner or authorized agent (2019 SFC/OSCC 1007.9)

Provide a fire safety plan and a fire evacuation plan for Eugene Springfield Fire Marshal's Office review and approval.



#### OCCUPANCY & EXITING LEGEND

- OCCUPANT LOAD ICON:**
- OCCUPANCY TYPE
  - SPACE NAME
  - FUNCTION OF SPACE
  - OCCUPANT LOAD FACTOR GROSS / NET
  - AREA IN S.F.
  - NUMBER OF OCCUPANTS
- EGRESS WIDTH ICON:**
- NUMBER OF OCCUPANTS USING EXIT
  - MAX. NUMBER OF OCCUPANTS ALLOWED THROUGH DOOR PER 1005.3.2:  
32" CLEAR DOOR WIDTH / 2 = 160 OCC.  
60" CLEAR WIDTH / 2 = 300 OCC.  
64" CLEAR WIDTH / 2 = 320 OCC.
- TRAVEL DISTANCE ICON:**
- COMMON PATH OF EGRESS (1014.3), THE DISTANCE TO POINT WHERE TWO EXIT PATHS ARE AVAILABLE: 125' MAX (SPRINKLED BUILDING)
  - MAXIMUM TRAVEL DISTANCE (1016.2), THE DISTANCE TO THE NEAREST EXTERIOR EGRESS DOOR: 250' MAX (SPRINKLED BUILDING)
- COMMON PATH OF TRAVEL**
- PATH, TWO EXIT OPTIONS**
- POINT WHERE TWO PATHS OF EGRESS BEGIN**
- DIRECTION OF TRAVEL**
- OCCUPANCY / INCIDENTAL USE BOUNDARIES**
- FIRE EXTINGUISHERS:**  
KITCHEN AREAS: 1(E)  
LOADING AREAS: 1(E)  
RESTAURANT AREAS: 1(N)
- TYPES:**  
WALL MOUNTED: MOUNTING HEIGHT 48" TO TOP OF EXTINGUISHER  
LOCATIONS: SEE FLOOR PLAN
- EXIT SIGNS:**  
LOCATIONS: SEE FLOOR PLAN
- EGRESS LIGHTING PATH:**  
LOCATIONS: SEE FLOOR PLANS

1 RCP - UNDER MEZZANINE  
1/8" = 1'-0"

2 RCP - LEVEL 2  
1/8" = 1'-0"

3 RCP - LEVEL 3  
1/8" = 1'-0"



# BUILDING CODE SUMMARY (2019 OSSC)

## CHAPTER 1 - SCOPE AND ADMINISTRATION

110.3.3 LOWEST FLOOR ELEVATION  
This property is located in an "Area of minimal floor hazard" according to Lane County Maps. NO ELEVATION CERTIFICATION IS REQUIRED.

## CHAPTER 3 - USE & OCCUPANCY

OCCUPANCY  
R-2 RESIDENTIAL (APARTMENTS AND LIVELIHOOD UNITS)  
GROUND FLOOR - CHANGE OF USE FROM B

USES FOR FUTURE COMMERCIAL TENANT SPACES  
A-2 ASSEMBLY (RESTAURANT) & M MERCANTILE (RETAIL)

302.1 Occupancy classification  
Structures containing multiple occupancy groups shall comply with Section 508.

311.1.1 Accessory storage spaces  
A room or space used for storage purposes that is accessory to another occupancy may be classified as part of that occupancy - utility for restaurant and storage lockers for residential units.

## CHAPTER 4 SPECIAL DETAILED REQUIREMENTS BASED ON OCCUPANCY AND USE

404.10 Interior exit stairways  
Not greater than 50 percent of interior exit stairways are permitted to egress through an atrium on the level of exit discharge in accordance with Section 1028.

## SECTION 419 LIVELIHOOD UNITS

419.1.1 Limitations.  
4. Not more than five nonresidential workers or employees are allowed to occupy the nonresidential area at any one time. A sign will be posted in the lobby stating maximum occupancy of 5.

419.2 Occupancies  
Livelihood Unit 130 is classified as a Group R-2 occupancy. Separation requirements found in Sections 420 and 508 shall not apply within the livelihood unit. The livelihood unit 130 is in compliance with Section 419.

Nonresidential uses that would otherwise be classified as either a Group H or S occupancy shall not be permitted in a livelihood unit.

Exception: Storage shall be permitted in the livelihood unit provided that the aggregate area of storage in the nonresidential portion of the livelihood unit shall be limited to 10 percent of the space dedicated to nonresidential activities.

419.3 Means of egress.  
The means of egress components for the livelihood unit are designed in accordance with Chapter 10 for the function served.

419.3.1 Egress capacity.  
The egress capacity for each element of the livelihood unit is based on the occupant load for the function served in accordance with Table 1004.5. See sheet G0.03 Egress Plans.

## SECTION 420: GROUP R-2

420.2 Separation walls.  
Walls separating dwelling units in the same building, walls separating sleeping units in the same building and walls separating dwelling or sleeping units from other occupancies contiguous to them in the same building shall be constructed as fire partitions in accordance with Section 708.

420.3 Horizontal separation.  
Floor assemblies separating dwelling units in the same buildings, floor assemblies separating sleeping units in the same building and floor assemblies separating dwelling or sleeping units from other occupancies contiguous to them in the same building shall be constructed as horizontal assemblies in accordance with Section 711.

420.4 Automatic sprinkler system.  
Group R occupancies shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.2.8. Quick-response or residential automatic sprinklers shall be installed in accordance with Section 903.3.2.

420.5 Fire alarm systems and smoke alarms.  
Fire alarm systems and smoke alarms shall be provided in R-2 occupancies in accordance with Section 907.2.9. Single- or multiple-station smoke alarms shall be provided in Group R-2 in accordance with Section 907.2.10.

## CHAPTER 5 GENERAL BUILDING HEIGHTS AND AREAS

504.2 Mixed occupancy  
In a building containing mixed occupancies in accordance with Section 508, no individual occupancy shall exceed the height and number of story limits specified in this section for the applicable occupancies.

Table 504.3 ALLOWABLE BUILDING HEIGHT ABOVE GRADE  
• TYPE VB, SPRINKLERED  
• 1/2BM OCCUPANCIES = 60' MAX HEIGHT  
• R OCCUPANCIES = 60' MAX HEIGHT

## PROPOSED DESIGN = 40' TO TOP OF PARAPET BUILDING HEIGHT IS IN COMPLIANCE

Table 504.4 MAX # STORES ABOVE GRADE PLANE  
• TYPE VB, SPRINKLERED  
• AM OCCUPANCIES = 2 STORES MAX  
• B OCCUPANCY = 3 STORES MAX  
• R-2 OCCUPANCY = 3 STORES MAX

## CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES

703.2 Fire-resistance ratings.  
The fire-resistance rating of building elements, components or assemblies shall be determined in accordance with the test procedures set forth in ASTM E119 or UL263 or in accordance with Section 703.3.

## SECTION 505 - MEZZANINES

505.2 A mezzanine shall be considered a portion of the story below & shall not contribute to either the building area or number of stories as regulated by Section 503.3. The area of the mezzanine shall be included in determining the fire area. The clear height above and below the mezzanine floor construction shall be not less than 7 feet (2134 mm).

>>> MEZZANINE WITHIN UNIT 130 NOT IN COMPLIANCE AT 6' - 8.34" ABOVE AND BELOW MEZZANINE; REQUIRES APPROVAL FROM BUILDING OFFICIAL.

505.2.1 Exception 3. In a sprinklered building, the aggregate area of a mezzanine within a dwelling unit shall not be greater than one-half of the floor area of the room, provided that:  
• Except for enclosed closets and bathrooms, the mezzanine shall be open to the room in which such mezzanine is located.  
• The opening to the room shall be unobstructed except for walls not more than 42" in height.

>>> MEZZANINE AREA WITHIN UNIT 130: 203.29 SF AGGREGATE MEZZANINE AREA = 422 SF (DWELLING UNIT) = 48

>>> MEZZANINE EQUALS LESS THAN HALF OF THE AREA OF THE UNIT IT IS IN - MEZZANINE IS IN COMPLIANCE

505.2.2 Means of egress.  
The means of egress for mezzanines shall comply with the applicable provisions of Chapter 10.

## SECTION 506 - BUILDING AREA

Table 506.2 ALLOWABLE AREA FACTOR

R-2 (APARTMENT UNITS/AREAS)  
Allowable area factor: Type VB with S13R sprinkler system:  
W = (40 x 30 + 120 x 30)/160 = 30  
A<sub>1</sub> = [160(30 - 0.25)30/30 = 0.25

A<sub>2</sub> = [7000 S.F. + (7000 x 0.25)] = 8750 S.F. PER STORY

A-2 (FUTURE RESTAURANT TENANT SPACES)  
Allowable area factor: Type VB with SM sprinkler system:  
W = (40 x 30 + 120 x 30)/160 = 30  
A<sub>1</sub> = [160(30 - 0.25)30/30 = 0.25

A<sub>2</sub> = [18000 S.F. + (6000 x 0.25)] = 19,500 S.F. PER STORY

= BUILDING FOOTPRINT ONLY = 48,500 S.F. PER STORY PER SITE AREA

506.2.4 Mixed-occupancy, multistory buildings.  
Each story of this mixed-occupancy building with more than one story above grade plane shall individually comply with the applicable requirements of Section 506.1. Building does not exceed 3 stories above grade.

506.3 Frontage Increase  
Every building shall adjoin or have access to a public way to receive an area factor increase based on frontage. (See calculation above.)

## SECTION 508 - MIXED USE AND OCCUPANCY

508.1 General.  
Each portion of this building shall be individually classified in accordance with Section 302.1. This building contains more than one occupancy group, the building or portion thereof shall comply with the applicable provisions of Section 508.2, 508.3 or 508.4, or a combination of these sections.

Exception 1: Occupancies separated in accordance with Section 510

Exception 3: Uses within livelihood units, complying with Section 419, are not considered separate occupancies.

508.2.3 Allowable building area  
The allowable area of the building shall be based on the applicable provisions of Section 506 for the main occupancy of the building. Aggregate accessory occupancies shall not occupy more than 10 percent of the floor area of the story in which they are located.

508.2.4 No separation is required between accessory occupancies and the main occupancy.

Exception 2: Group R-2 dwelling units and sleeping units shall be separated from other dwelling or sleeping units and from accessory occupancies contiguous to them in accordance with the requirements of Section 420.

508.3.3 No separation is required between nonseparated occupancies.  
TABLE 508.4 Required Separation of Occupancies.

Assembly and Residential need to be separated by 1 hr fire rated assemblies - see TABLE 508.4 REQUIRED SEPARATION OF OCCUPANCIES (HOURS), and Section 420.

>>> PER SECTION 420, SEPARATION ASSEMBLY CONSTRUCTED AS A FIRE PARTITION (SEE SECTION 708) AND NOT A FIRE BARRIER

## CHAPTER 6 GENERALS OF CONSTRUCTION

602.1 General.  
Buildings shall be classified in one of the five construction types. The building elements shall have a fire-resistance rating not less than that specified in Table 601 and exterior walls in Table 602. Where required to have a fire resistance rating by Table 601, building elements shall comply with the applicable provisions of Section 703.2. The protection of openings, ducts and air transfer openings in building elements shall not be required unless required by other provisions of this code.

## >>> TYPE SB CONSTRUCTION

Table 601 - Fire Resistance Rating Requirements for Building Elements (Type VB Construction)

0-4R Primary Structural Frame  
0-4R Bearing Walls - Exterior  
0-4R Bearing Walls - Interior  
0-4R Nonbearing Walls and Partitions - Interior  
0-4R Nonbearing Walls and Partitions - Exterior  
0-4R Floor construction and associated secondary members  
0-4R Roof construction and associated secondary members

Table 602 - Fire Resistance Rating Requirements for Exterior Walls Based on Fire Separation Distance

< 5 ft 1 hour rating - A & R occupancies  
2 hour rating - M occupancies  
=> APPLICABLE AT WEST PARTY WALL

10-30 ft 0 hour rating - VB construction, A, R, & M occupancies  
=> APPLICABLE AT NORTH WALL ALONG ALLEY (ASSUMING FUTURE DEVELOPMENT ON LOT TO NORTH)

> 30 ft 0 hour rating - all occupancies  
=> APPLICABLE AT EAST AND SOUTH WALLS ALONG STREET FRONTAGES

602.5 Type V  
Type V construction is that type of construction in which the structural elements, exterior walls and interior walls are of any materials permitted by this code.

## CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES

703.2 Fire-resistance ratings.  
The fire-resistance rating of building elements, components or assemblies shall be determined in accordance with the test procedures set forth in ASTM E119 or UL263 or in accordance with Section 703.3.

703.4 Supplemental features.  
Where materials, systems or devices that have not been tested as part of a fire-resistance-rated assembly are incorporated into the building element, component or assembly, sufficient data shall be made available to the building official to show that the required fire-resistance rating is not reduced.

703.7 Marking and identification.  
Where there is an accessible concealed floor, floor-ceiling or attic space, fire barriers, fire partitions, smoke barriers and smoke partitions or any other wall required to have protected openings or penetrations shall be effectively and permanently identified with signs or stenciling in the concealed space. Such identification shall:

- 1. Be located within 15 feet (4572 mm) of the end of each wall and at intervals not exceeding 30 feet (9144 mm) measured horizontally along the wall or partition.
- 2. Include lettering not less than 3 inches (76 mm) in height with a minimum altered area and addition to the lettering that includes the following wording: "FIRE AND/OR SMOKE BARRIER—PROTECT ALL OPENINGS," or other wording.

>>> MEZZANINE AREA WITHIN UNIT 130: 203.29 SF AGGREGATE MEZZANINE AREA = 422 SF (DWELLING UNIT) = 48

>>> MEZZANINE EQUALS LESS THAN HALF OF THE AREA OF THE UNIT IT IS IN - MEZZANINE IS IN COMPLIANCE

704.1 Requirements.  
The fire-resistance ratings of structural members and assemblies shall comply with this section and the requirements for the type of construction as specified in Table 601.

>>> No fire rating required by table 601 for Type VB construction, however fire rated assemblies required for separation of dwelling units from each other and from other uses.

## SECTION 705 - EXTERIOR WALLS

705.2 Projections, Type V construction.  
Exterior balconies and similar projections extending beyond the exterior walls shall be of any approved material.

705.2.3.1 Combustible projections, Balconies and similar projections.  
Balconies and similar projections of combustible construction other than fire-resistance-rated wood shall be fire-resistance-rated. The aggregate length of the projections shall not exceed 50 percent of the building's perimeter on each floor.

Exception 3: Balconies and similar projections on buildings of Types V construction shall be permitted to be of Type V construction and shall not be required to have a fire-resistance rating where sprinkler protection is extended to these areas.

Exception 4: Where sprinkler protection is extended to the balcony areas, the aggregate length of the balcony on each floor shall not be limited.

705.5 Fire-resistance ratings.  
The required fire-resistance rating of exterior walls with a fire separation distance of greater than 10 feet shall be rated for exposure from the inside. The required fire-resistance rating of exterior walls with a fire separation distance of less than or equal to 10 feet shall be rated for exposure to fire from both sides.

## >>> WEST WALL - 10FT SEPARATION, 1 HOUR RATED FROM BOTH SIDES

705.6 Structural Stability  
Exterior walls shall extend to the height required by Table 705.11. Interior structural elements that brace the exterior wall but that are not located within the plane of the exterior wall shall have the minimum fire-resistance rating required by Table 601 for that structural element. Structural elements that brace the exterior wall but are located outside of the exterior wall or within the plane of the exterior wall shall have the minimum fire-resistance rating required in Tables 601 and 602 for the exterior wall.

705.8.1 Allowable area of openings  
Exception 2: Buildings whose exterior bearing walls, exterior nonbearing walls and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

>>> UNLIMITED UNPROTECTED OPENINGS ALLOWED ON NORTH, EAST, AND SOUTH WALLS. NO OPENINGS PROPOSED ON WEST PARTY WALL.

705.8.5 Vertical separation of openings.  
Exceptions 1 & 2: Separation requirements shall not apply to buildings that are three stories or less above grade or fire separation throughout with an automatic sprinkler system.

705.11 Parapets.  
Parapets shall be provided on exterior walls of buildings.

Exception 1: Where the wall is not required to be fire-resistance rated in accordance with Table 602 because of fire separation distance.

>>> PARAPET REQUIRED ON WEST PARTY WALL, BUT NOT ON NORTH, EAST, OR SOUTH WALLS.

705.11.1 Parapet Construction  
Parapets shall have the same fire-resistance rating as that required for the supporting wall, and on any side adjacent to a roof surface, shall have noncombustible faces for the uppermost 18 inches, including counterflashing materials. The height of the parapet shall be not less than 30 inches above the point where the roof surface and the wall intersect.

706.1 PARTY WALLS  
Any wall located on a lot line between adjacent buildings, which use wood or adapted for joint service between two buildings, shall be constructed as a fire wall in accordance with section 706. Party walls shall be constructed without openings and shall create separate buildings.

## SECTION 706 FIRE WALLS

706.1.1 PARTY WALLS  
Any wall located on a lot line between adjacent buildings, which use wood or adapted for joint service between two buildings, shall be constructed as a fire wall in accordance with section 706. Party walls shall be constructed without openings and shall create separate buildings.

706.1.2 Installation.  
A listed penetration firestop system shall be installed in accordance with the manufacturer's installation instructions and the listing criteria.

706.1.3 Through penetrations  
Through penetrations of horizontal assemblies shall comply with Section 714.5.1.1 or 714.5.1.2.

## SECTION 718 CONCEALED SPACES

718.2 Fireblocking.  
In combustible construction, fireblocking shall be installed to cut off concealed draft openings (both vertical and horizontal) and shall form an effective barrier between floors, between a top story and a roof or attic.

718.2.1 Fireblocking materials.  
Refer to this code section for list of approved materials/assemblies for fireblocking.

## SECTION 707 FIRE BARRIERS

>>> BUILDING HAS AN EXISTING 12" THICK CONCRETE PARTY WALL ON THE GROUND FLOOR. NEW EXTERIOR WALL ON UPPER STORIES TO BE SET BACK FROM PROPERTY LINE 12" TO BE CONSTRUCTED AS 1-HR RATED WALL PER TABLE SEPARATION DISTANCE REQUIREMENTS, BUT NOT REQUIRED TO MEET TABLE 706.4 FIRE WALL FIRE-RESISTANCE RATINGS.

## SECTION 707 FIRE BARRIERS

>>> APPLICABLE TO SEPARATION BETWEEN EXIT ACCESS STAIRWAYS AND NON-RESIDENTIAL SPACES ON GROUND FLOOR

707.3.3 Enclosures for exit access stairways.  
The fire-resistance rating of the fire barrier separating building areas from an exit access stairway shall comply with Section 713.4.

707.5 Continuity.  
Fire barriers shall extend from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, slab or deck above and shall be securely attached to the structure. Such fire barriers shall be continuous through concealed space, drop ceilings, cove ceilings and similar locations.

707.11.1 Prohibited penetrations.  
Penetrations into enclosures for exit access stairways and ramps, interior exit stairways and ramps, and exit passageways shall be allowed only where permitted by Sections 1019, 1023.5 and 1024.6, respectively.

## SECTION 708 FIRE PARTITIONS

708.1 General.  
The following wall assemblies shall comply with this section:  
1. Separation walls as required by Section 420.2 for Group R occupancies  
=> WALL SEPARATING UNITS FROM EACH OTHER AND FROM OTHER OCCUPANCIES

## SECTION 803 WALL AND CEILING FINISHES

803.1.2 Interior wall and ceiling finish materials tested in accordance with ASTM E84 or UL723  
Class C = Flame spread index 76-200  
Smoke developed index 0-450

Table 803.13 Interior Wall and Ceiling Finish Requirements by Occupancy  
Group R-2, sprinklered  
Class C: Interior exit ramps and exit passageways  
Class C: Corridors and enclosure for exit access stairways and ramps  
Class C: Rooms and enclosed spaces

>>> CLASS C FINISHES ARE PERMITTED FOR INTERIOR WALL AND CEILING FINISHES THROUGHOUT ALL SPACES SYSTEM IS INSTALLED.

## SECTION 804 INTERIOR FLOOR FINISH

804.1 Exception: Interior floor finishes and coverings of a traditional type are not required to be Class I or II materials, including wood, vinyl, linoleum, terrazzo, and resilient floor covering materials that are not comprised of fibers.

>>> INTERIOR FLOOR FINISH TO BE SEALED CONCRETE ON LEVEL 1 AND LIQUID VINYL PLANK ON LEVELS 2 & 3; MATERIALS NOT REQUIRED TO BE CLASS I OR II LISTED.

708.4.2 Fireblocks and draftstops in combustible construction  
In combustible construction where fire partitions do not extend to the underside of the floor or roof sheathing, deck or slab above, the space above and along the line of the fire partition shall be provided with fireblocking or draftstopping up to the underside of the floor or roof sheathing, deck or slab above using materials complying with section 718.3.1 or 718.4.1.

Exception 4: In Group R-2 occupancies up to and including four stories in height, buildings not exceeding 50 feet in height above grade plane, the attic space shall be subdivided by fireblocking into areas not exceeding 3,000 s.f. or above every two dwelling units, whichever is smaller.

## SECTION 711 FLOOR AND ROOF ASSEMBLIES

711.2.2 Continuity.  
Assemblies shall be continuous without vertical openings, except as permitted by this section and Section 712.

711.2.3 Supporting construction.  
The supporting construction shall be protected to afford the required fire-resistance rating of the horizontal assembly supported.

Exception 2: In buildings of VB construction, the construction supporting the horizontal assembly is not required to be fire-resistance rated at the separations of dwelling units and sleeping units as required by Section 420.3.

711.2.4.1 Separating mixed occupancies.  
Where the horizontal assembly separates mixed occupancies, the assembly shall have a fire-resistance rating of not less than that required by Section 508.4 based on the occupancies being separated.

711.2.4.3 Dwelling units and sleeping units.  
Horizontal assemblies serving as dwelling or sleeping unit separations in accordance with Section 420.3 shall be not less than 1-hour fire-resistance-rated construction.

Exception: Horizontal assemblies separating dwelling units and sleeping units shall be not less than 1/2-hour fire-resistance-rated construction in a building of Type VB construction, where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

711.2.6 Unusable space.  
In 1-hour fire-resistance-rated floor/ceiling assemblies, the ceiling membrane is not required to be installed over unusable crawl spaces. In 1-hour fire-resistance-rated roof assemblies, the floor membrane is not required to be installed where unusable attic space occurs above.

## SECTION 712 VERTICAL OPENINGS

712.1.1 Shaft Enclosures.  
Vertical openings contained entirely within a shaft enclosure complying with Section 713 shall be permitted.

712.1.2 Individual Dwelling Unit.  
Unconcealed vertical openings totally within an individual residential dwelling unit and connecting four stories or less shall be permitted.

712.1.2.1 Exit access stairways and ramps.  
Vertical openings containing exit access stairways or ramps in accordance with Section 1019 shall be permitted.

## SECTION 713 SHAFT ENCLOSURES

713.4 Fire Resistance Rating  
Shaft enclosures shall have a fire-resistance rating of not less than 1 hour where the enclosure is three stories or less above grade or fire level. The fire-resistance rating shall be not less than the floor assembly penetrated, but need not exceed two hours.

714.2 Installation.  
A listed penetration firestop system shall be installed in accordance with the manufacturer's installation instructions and the listing criteria.

714.5.1 Through penetrations  
Through penetrations of horizontal assemblies shall comply with Section 714.5.1.1 or 714.5.1.2.

## SECTION 718 CONCEALED SPACES

718.2 Fireblocking.  
In combustible construction, fireblocking shall be installed to cut off concealed draft openings (both vertical and horizontal) and shall form an effective barrier between floors, between a top story and a roof or attic.

718.2.1 Fireblocking materials.  
Refer to this code section for list of approved materials/assemblies for fireblocking.

718.2.2 Concealed wall spaces.  
Fireblocking shall be provided in concealed spaces of stud walls and partitions, including furred spaces, and parallel rows of studs or staggered studs as follows:  
1. Vertically at the ceiling and floor levels  
2. Horizontally at intervals not exceeding 10 feet.

718.2.3 Connections between horizontal and vertical spaces.  
Fireblocking shall be provided at interconnections between concealed vertical stud wall or partition spaces and concealed horizontal spaces, created by an assembly of floor joists or trusses, and between concealed vertical and horizontal spaces such as occur at soffits, drop ceilings, cove ceilings and similar locations.

718.2.4 Stairways.  
Fireblocking shall be provided in concealed spaces between stair stringers at the top and bottom of the run. Enclosed spaces under stair stringers shall comply with Section 1011.7.3.

718.3 Draftstopping in floors.  
Draftstopping shall be installed to subdivide floor/ceiling assemblies where required by section 708.4.2. In other than group R occupancies, draftstopping shall be installed to subdivide combustible floor/ceiling assemblies so that horizontal floor areas do not exceed 1000 s.f.

## CHAPTER 9 INTERIOR FINISHES

## SECTION 803 WALL AND CEILING FINISHES

803.1.2 Interior wall and ceiling finish materials tested in accordance with ASTM E84 or UL723  
Class C = Flame spread index 76-200  
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Class C: Rooms and enclosed spaces

>>> CLASS C FINISHES ARE PERMITTED FOR INTERIOR WALL AND CEILING FINISHES THROUGHOUT ALL SPACES SYSTEM IS INSTALLED.

## SECTION 804 INTERIOR FLOOR FINISH

804.1 Exception: Interior floor finishes and coverings of a traditional type are not required to be Class I or II materials, including wood, vinyl, linoleum, terrazzo, and resilient floor covering materials that are not comprised of fibers.

>>> INTERIOR FLOOR FINISH TO BE SEALED CONCRETE ON LEVEL 1 AND LIQUID VINYL PLANK ON LEVELS 2 & 3; MATERIALS NOT REQUIRED TO BE CLASS I OR II LISTED.

## CHAPTER 9 FIRE PROTECTION SYSTEMS

901.1.1 Fire protection system shop drawings  
=> SEE SHOP DRAWINGS FROM HARVEY AND PRICE

901.6.3 Fire alarm systems.  
Fire alarm systems required by the provisions of Section 907.2 shall be monitored by an approved supervising station in accordance with Section 907.6.6.

## SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

903.2.1.2 Group A-2 (for future T.1 spaces on ground floor)  
An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the level of exit discharge where (3) The fire area has an occupant load of 100 or more.

903.2.8 Group R  
An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

903.3.1.1 NFPA 13 sprinkler systems  
Sprinklers to be installed in accordance with NFPA 13 except in exempt locations listed in 903.3.1.1 and in bathrooms in Group R occupancies that meet the constraints listed in 903.3.1.1.2.

## >>> NFPA 13 SYSTEM TO BE INSTALLED THROUGHOUT GROUND FLOOR

## >>> NFPA 13 SYSTEM TO BE INSTALLED ON FLOORS 2 & 3

903.3.1.2.1 Balconies and Decks  
Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units and sleeping units where either of the following conditions exist:  
1. The building is of Type V construction.  
2. Exterior balconies, decks and ground floor patios of dwelling units and sleeping units are constructed in accordance with Section 705.2.3.1, Exception 3.

903.3.2 Quick-response and residential sprinklers  
Quick-response or residential automatic sprinklers shall be installed in dwelling units in Group R occupancies.

## SECTION 907 FIRE ALARM AND DETECTION SYSTEMS

907.1.2 Fire alarm shop drawings  
=> SEE FIRE ALARM SHOP DRAWINGS FROM HARVEY & PRICE

907.2.9.1 Group R-2, Manual fire alarm system  
Exception 2 - Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 and the occupant notification appliances will automatically activate throughout the notification zones upon a sprinkler water flow.









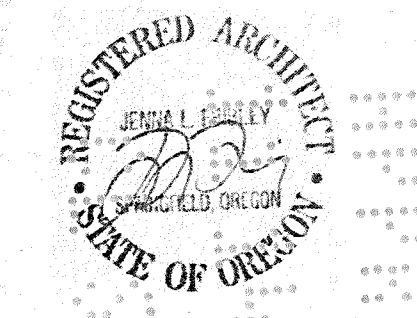




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**REFERENCE FLOOR PLANS**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

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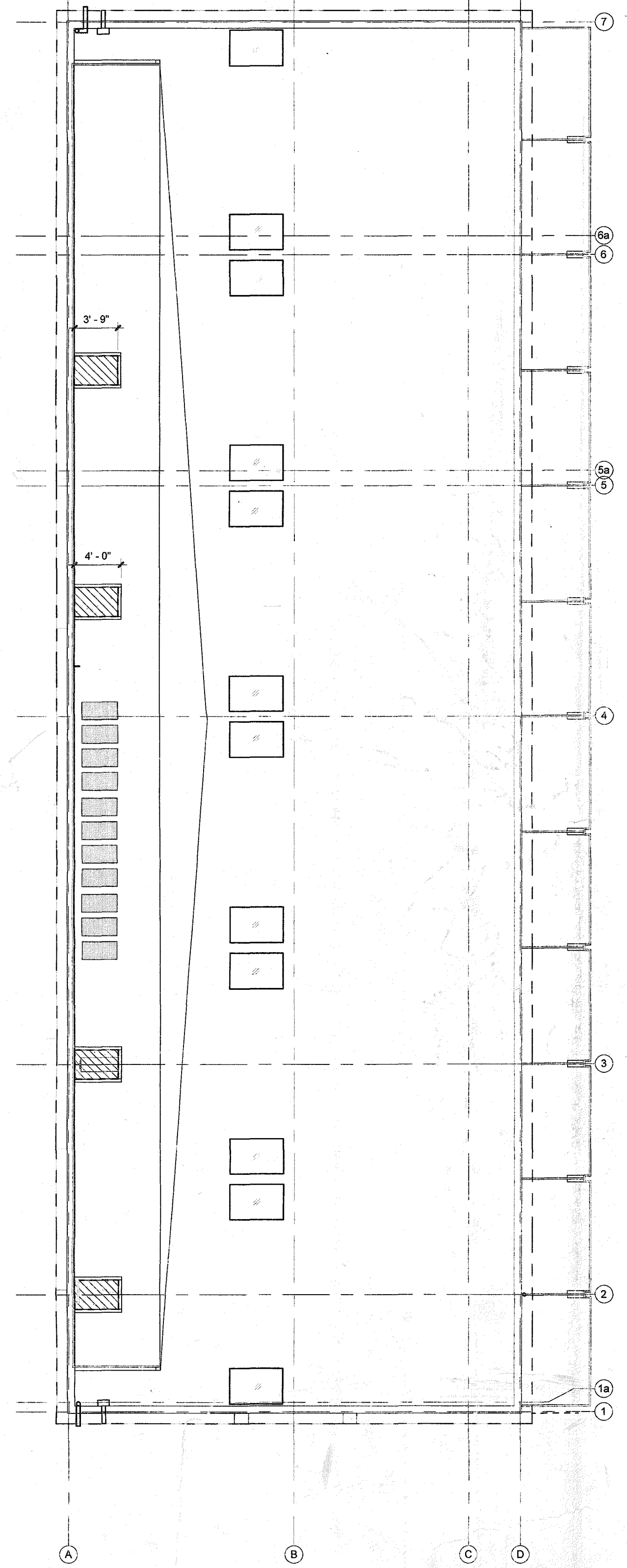
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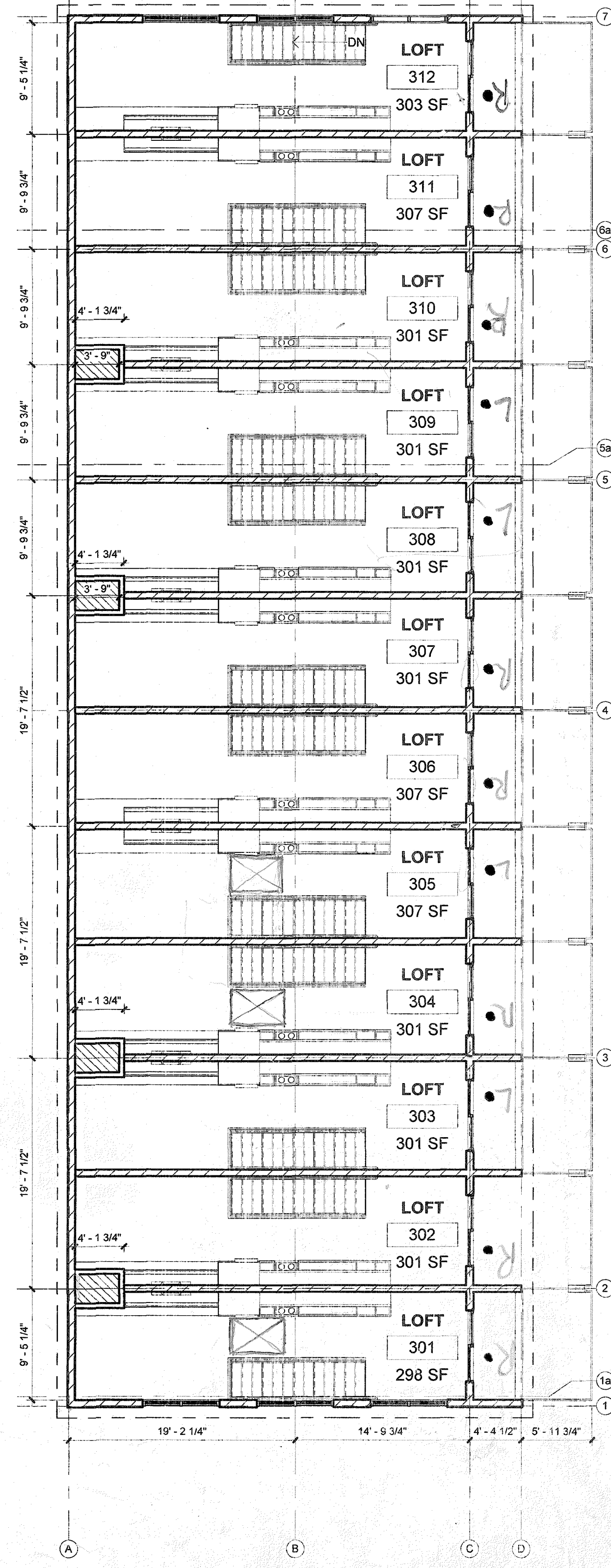
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CHECKED BY JLF

**A1.00**

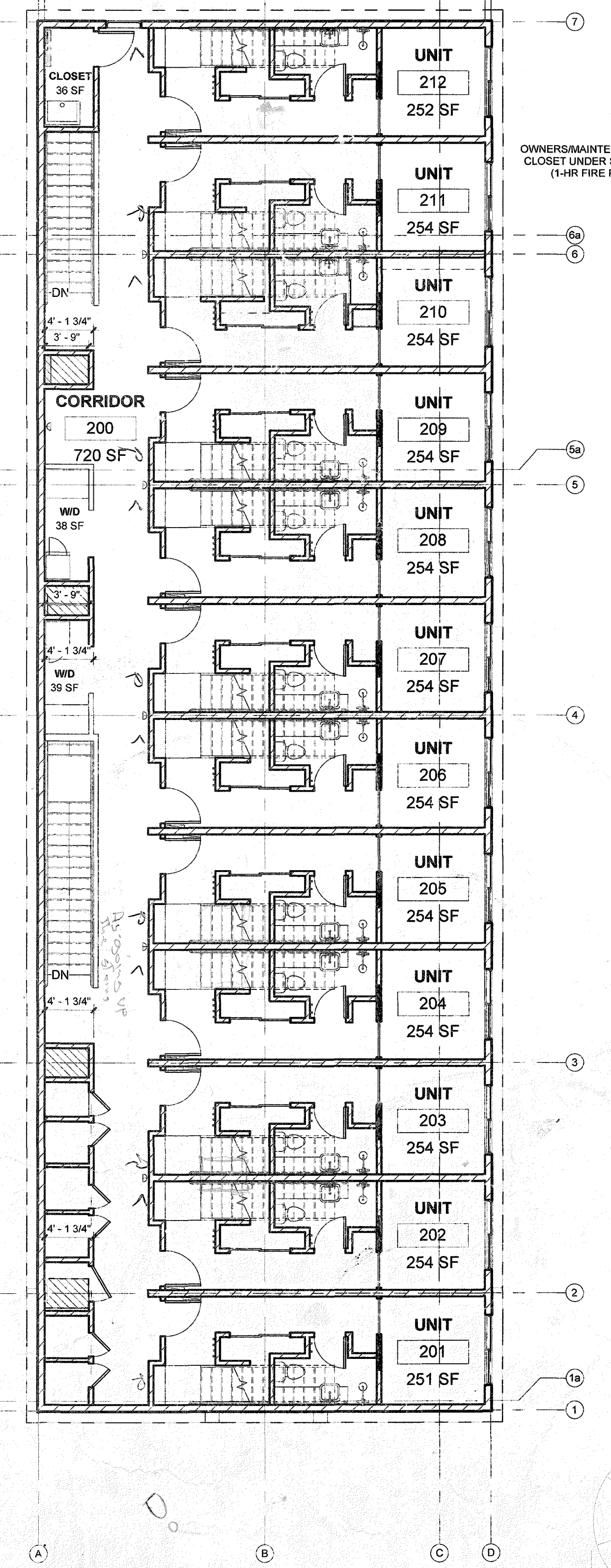
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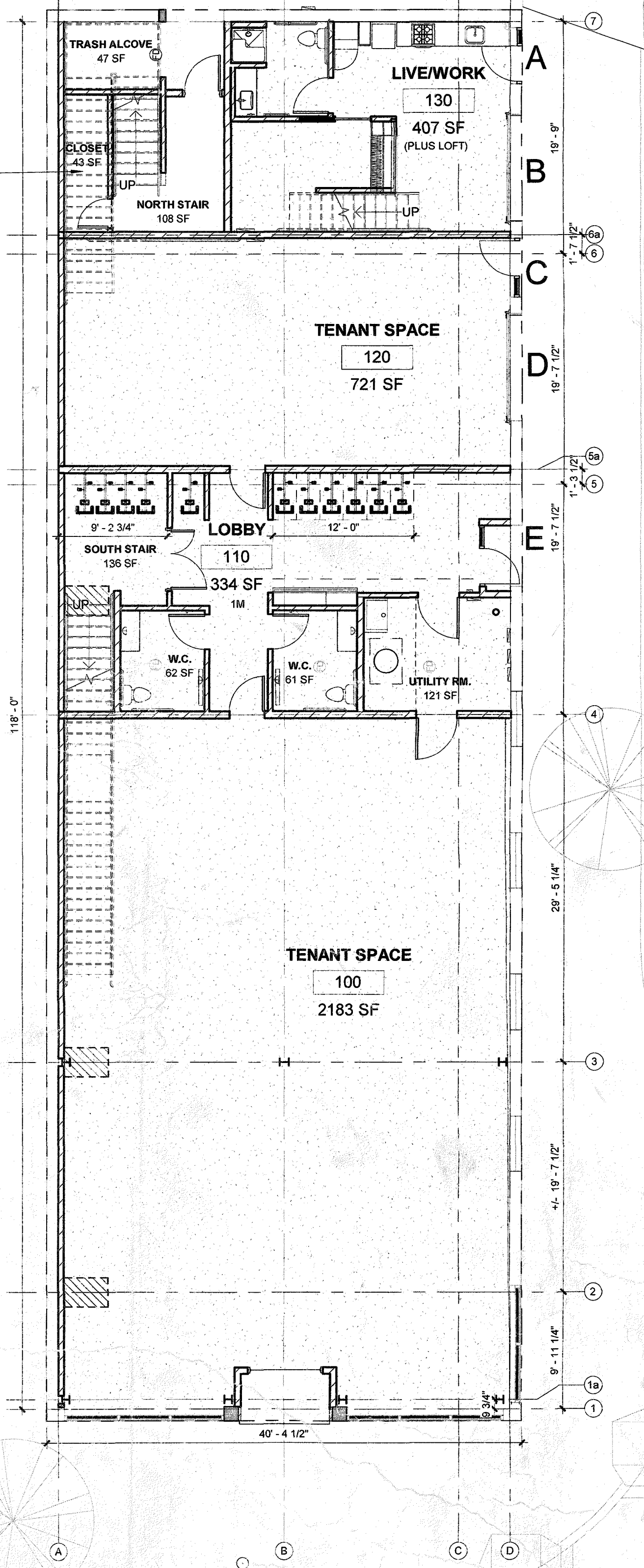
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3 RCP - LEVEL 3  
1/8" = 1'-0"



2 RCP - LEVEL 2  
1/8" = 1'-0"



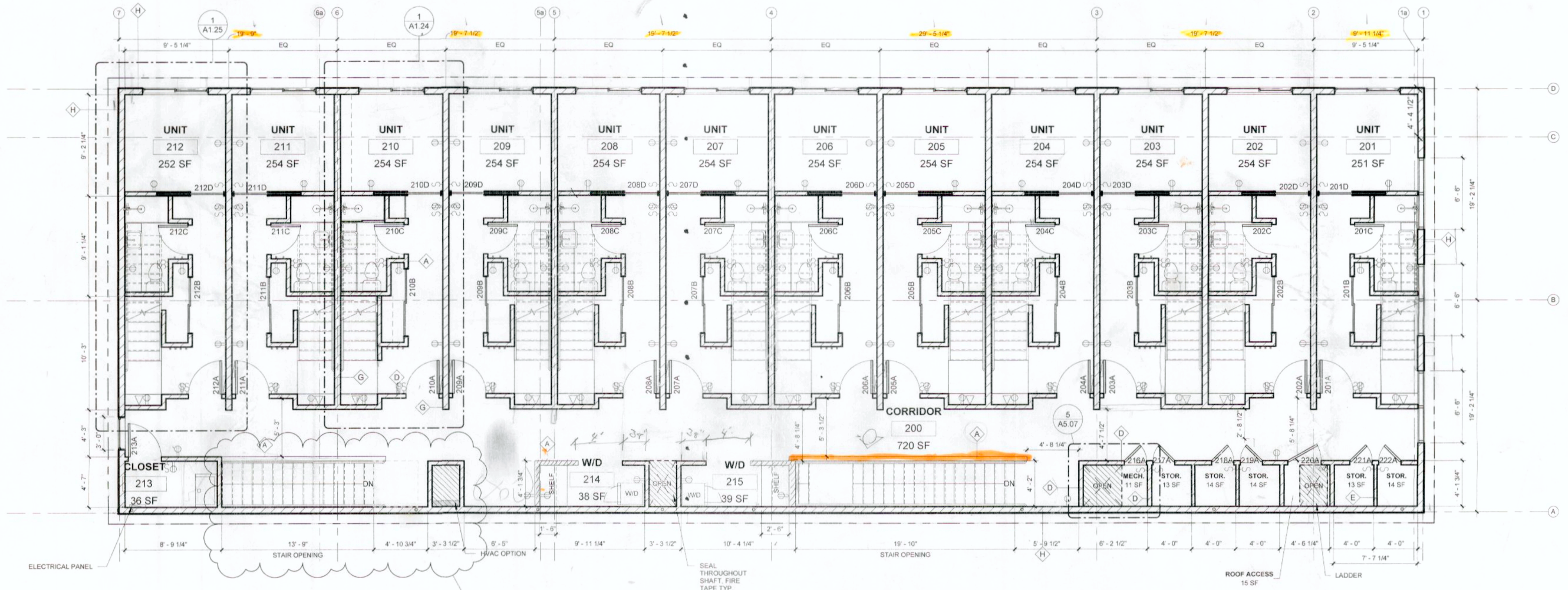
1 PROGRAMMATIC - LEVEL 1  
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**GENERAL NOTES:**  
 1. SEE SHEET A1.24 FOR TYPICAL DIMENSIONS OF INTERIOR UNITS  
 2. SEE SHEET A1.25 FOR TYPICAL DIMENSIONS OF END UNITS



1 DIMENSIONED FLOOR PLAN - LEVEL 2  
 3/16" = 1'-0"



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**LEVEL 2 - DIMENSIONED PLAN**  
**448 MAIN STREET - RIVETT BUILDING**  
 MASAKA PROPERTIES  
 448 MAIN STREET  
 SPRINGFIELD, OR 97477

1" ACTUAL  
 IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



REVISIONS:

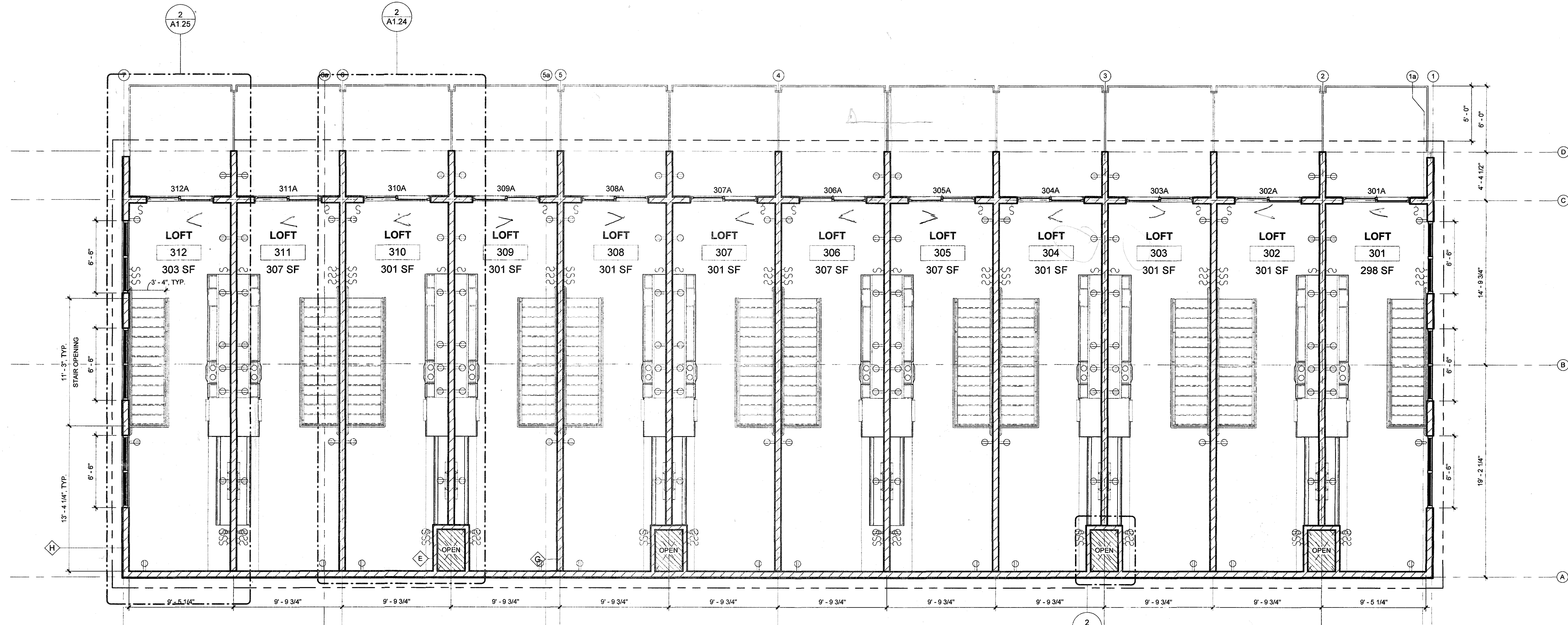
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3	Revision 3	2022.08.12

DATE	2022.09.30
JOB	21006
SCALE	3/16" = 1'-0"
DRAWN BY	BJD
CHECKED BY	JLF

**A1.02**



**GENERAL NOTES:**  
 1. SEE SHEET A1.24 FOR TYPICAL DIMENSIONS OF INTERIOR UNITS  
 2. SEE SHEET A1.25 FOR TYPICAL DIMENSIONS OF END UNITS



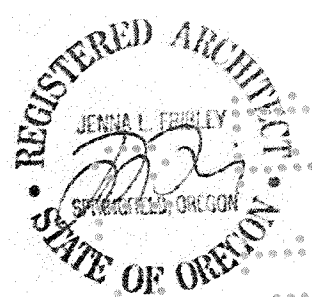
① DIMENSIONED FLOOR PLAN - LEVEL 3  
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**LEVEL 3 - DIMENSIONED PLAN**  
**448 MAIN STREET - RIVETT BUILDING**  
 MASAKA PROPERTIES  
 448 MAIN STREET  
 SPRINGFIELD, OR 97477

1" ACTUAL  
 IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



REVISIONS:

No.	Description	Date

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 CHECKED BY: JLF

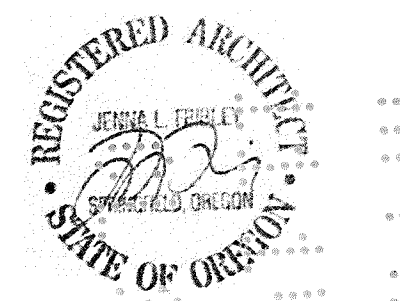
**A1.03**



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**ROOF PLAN**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



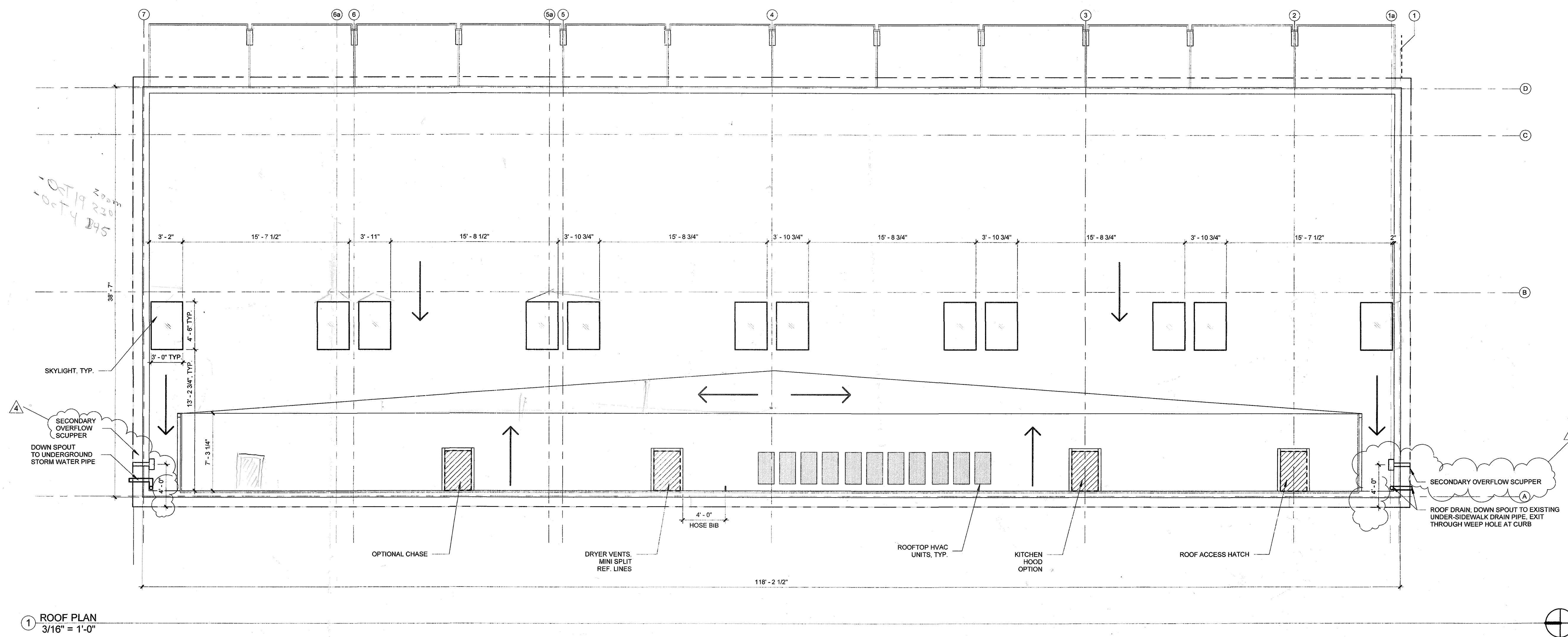
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No.	Description	Date
4	Revision 4	2022.09.30

DATE 2022.09.30  
JOB 21006  
SCALE 3/16" = 1'-0"  
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CHECKED BY JLF

**A1.04**

ROOF PLAN KEY  
→ WATER FLOW DIRECTION













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**ENLARGED PLANS - UTILITY & TRASH BUILDING**  
448 MAIN STREET - RIVETT BUILDING  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
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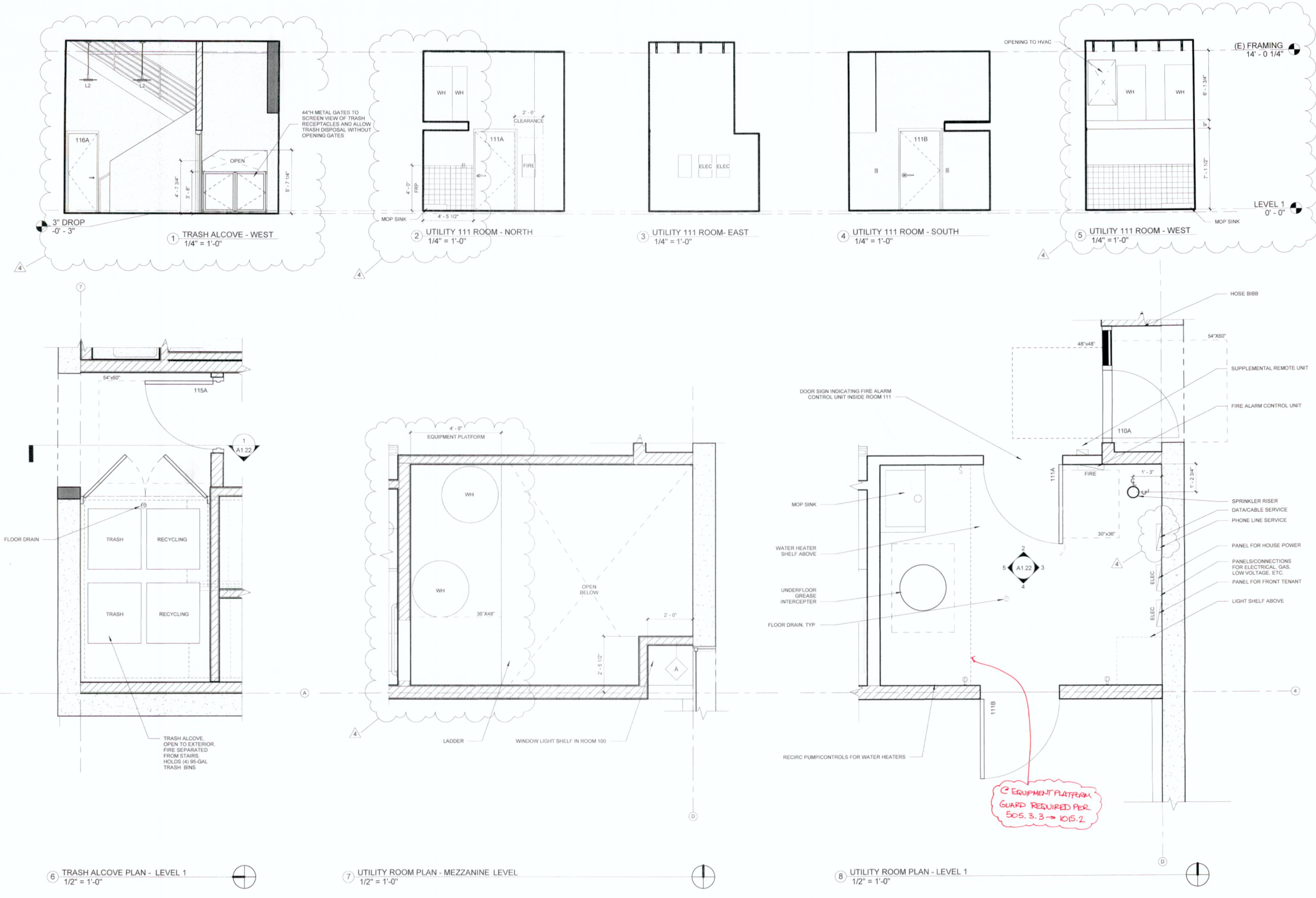
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No.	Description	Date
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CHECKED BY: JLF

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*C EQUIPMENT PLATFORM GUARD REQUIRED PER SOS. 3.3 -> IOS.2*

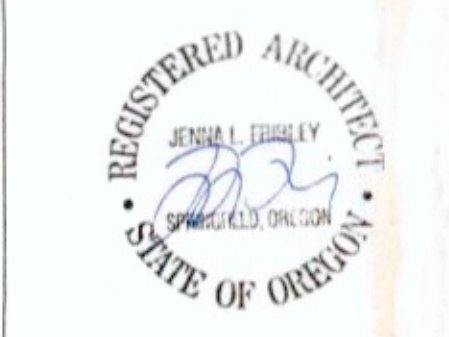




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**ENLARGED PLANS - UTILITY & TRASH**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
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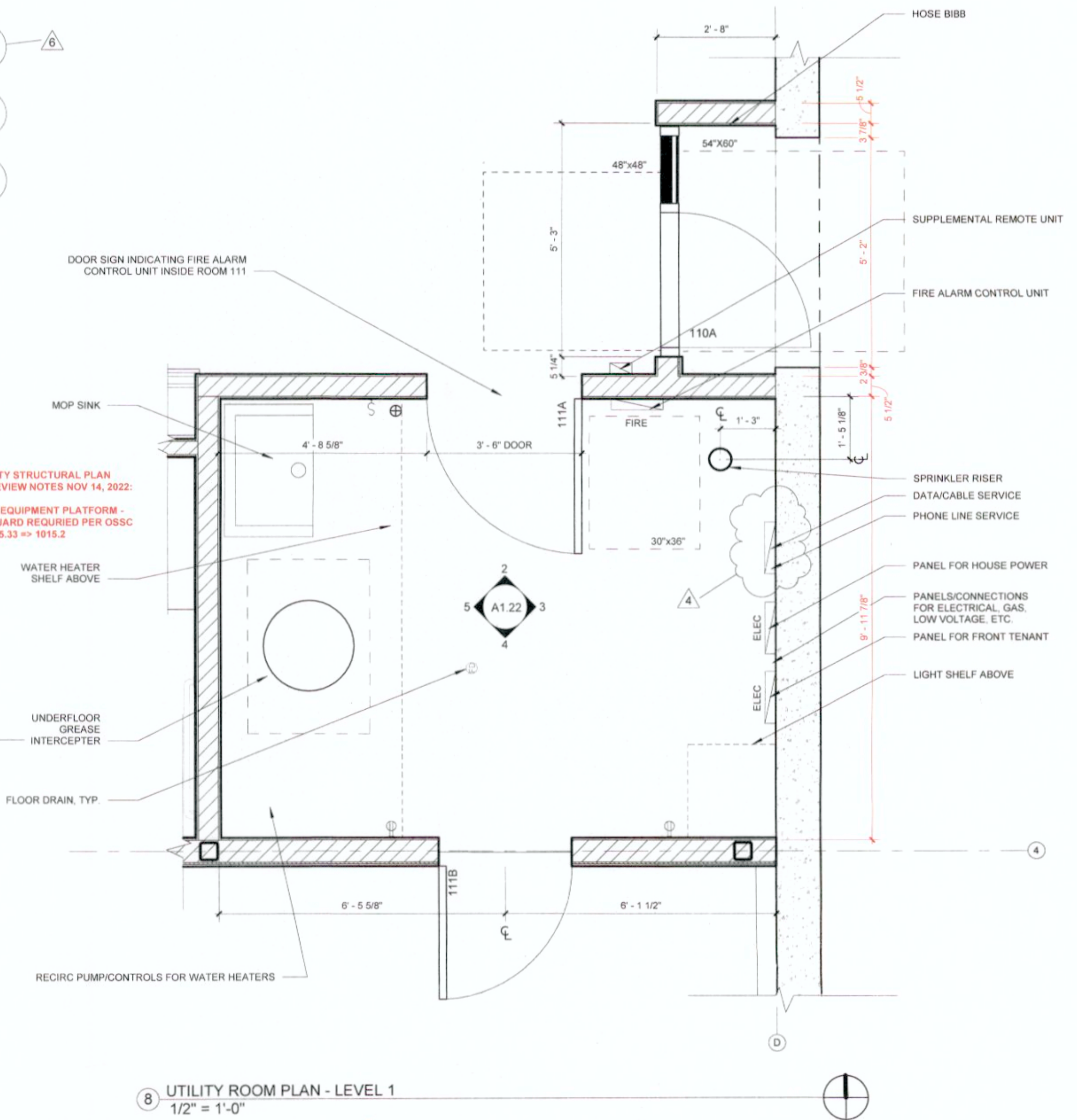
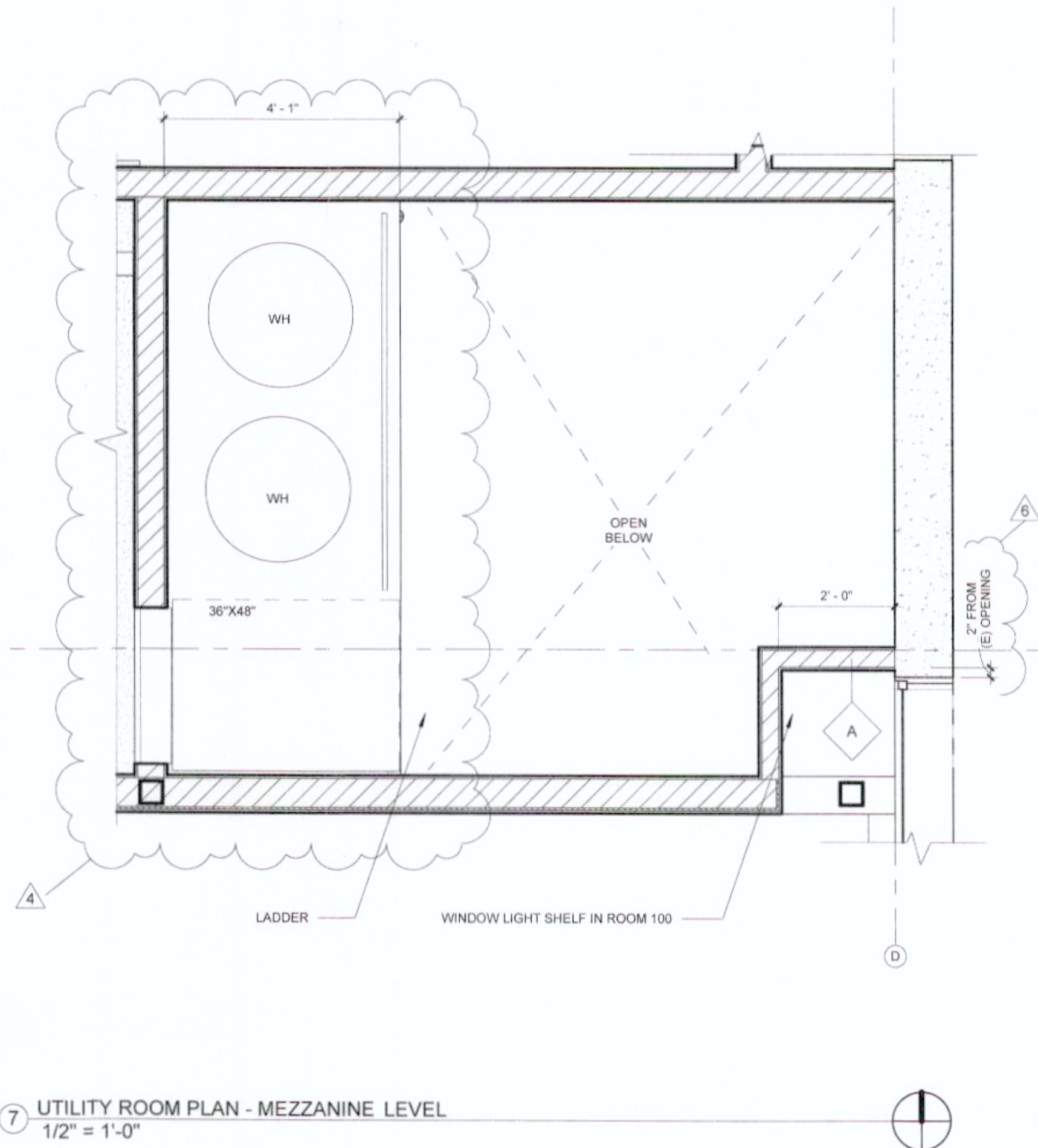
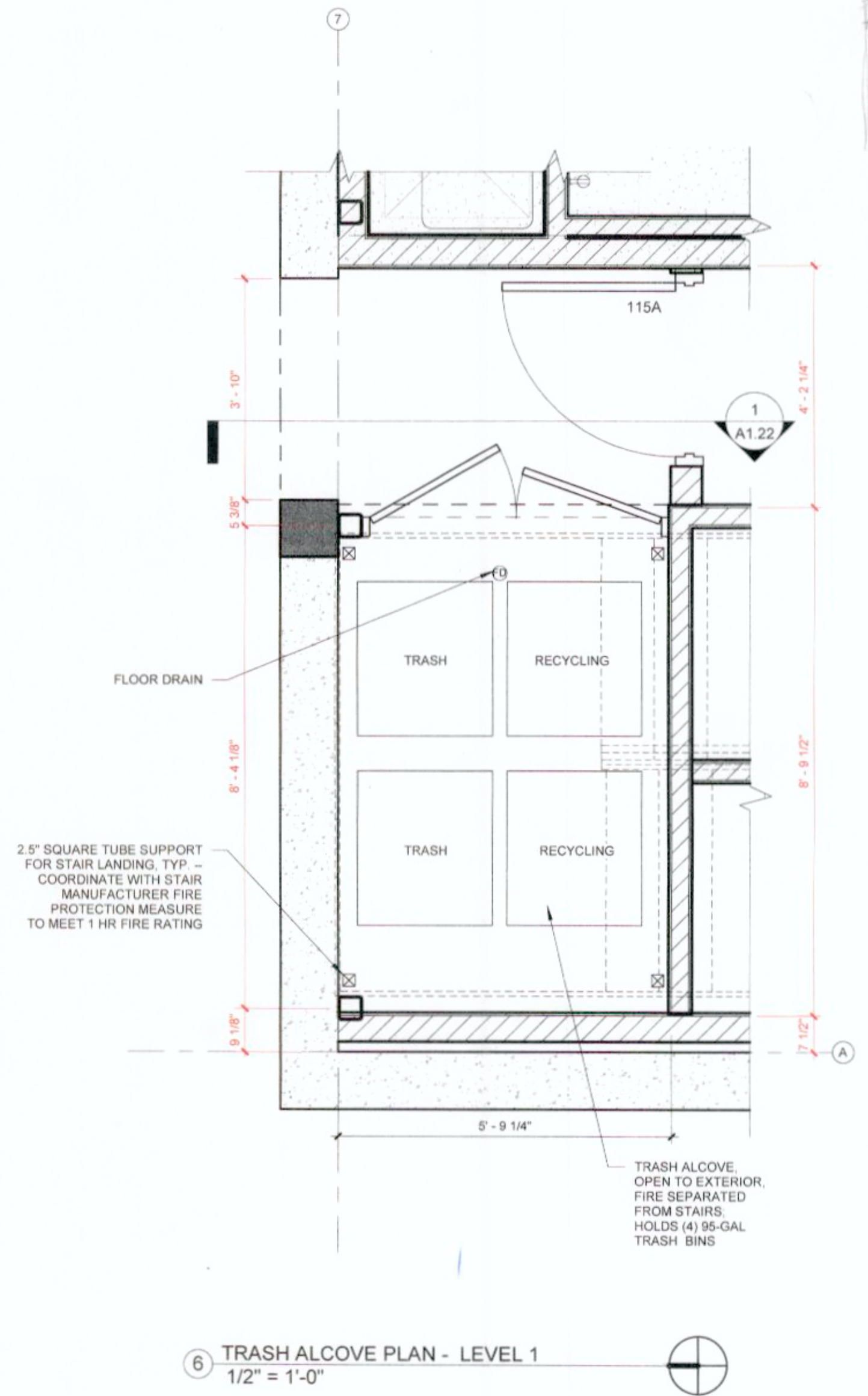
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6	Revision 6	2023.08.30

DATE: 2023.08.30  
JOB: 21006  
SCALE: As Indicated  
DRAWN BY: BJD  
CHECKED BY: JLF

A1.22



DIMENSIONS ARE TO FACE OR CENTER OF FRAMING UNLESS NOTED OTHERWISE  
DIMENSIONS NOTED AS "CLR." OR "CLR. FIN." ARE TO FACE OF FINISH  
RED DIMENSIONS INDICATE MEASUREMENTS THAT HAVE BEEN ADJUSTED DUE TO REFLECT OR RECONCILE AS-BUILT CONDITIONS  
\*\* DIMENSIONS WITH ASTERISKS INDICATE MEASUREMENT OVERRIDE (NOT TO SCALE)



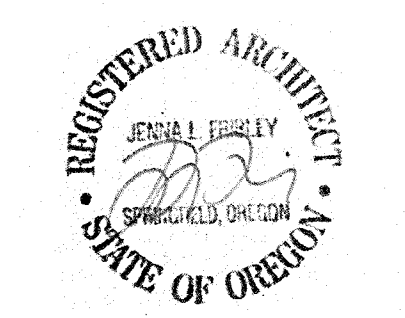




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**ENLARGED PLANS - LIVE/WORK UNIT 130**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
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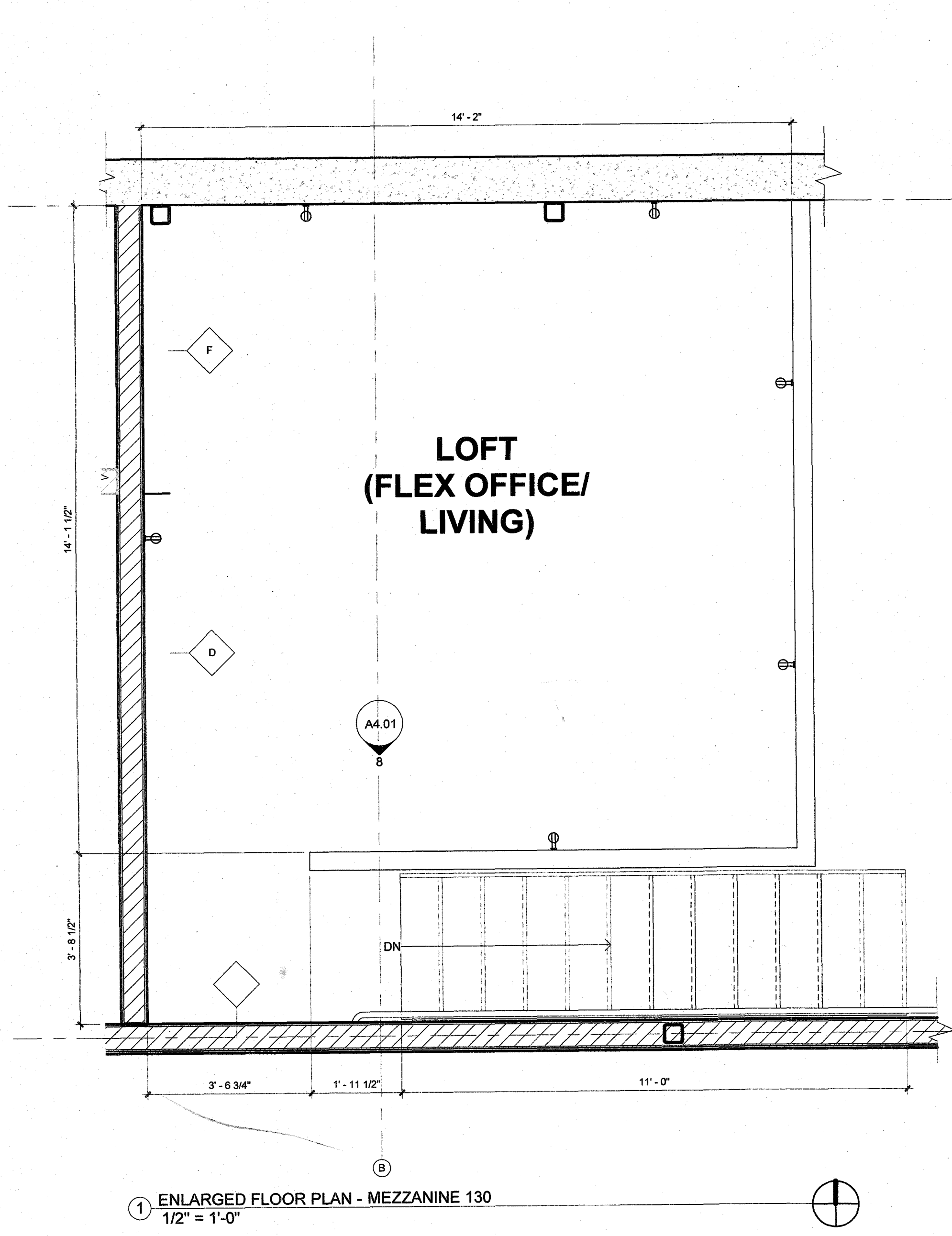


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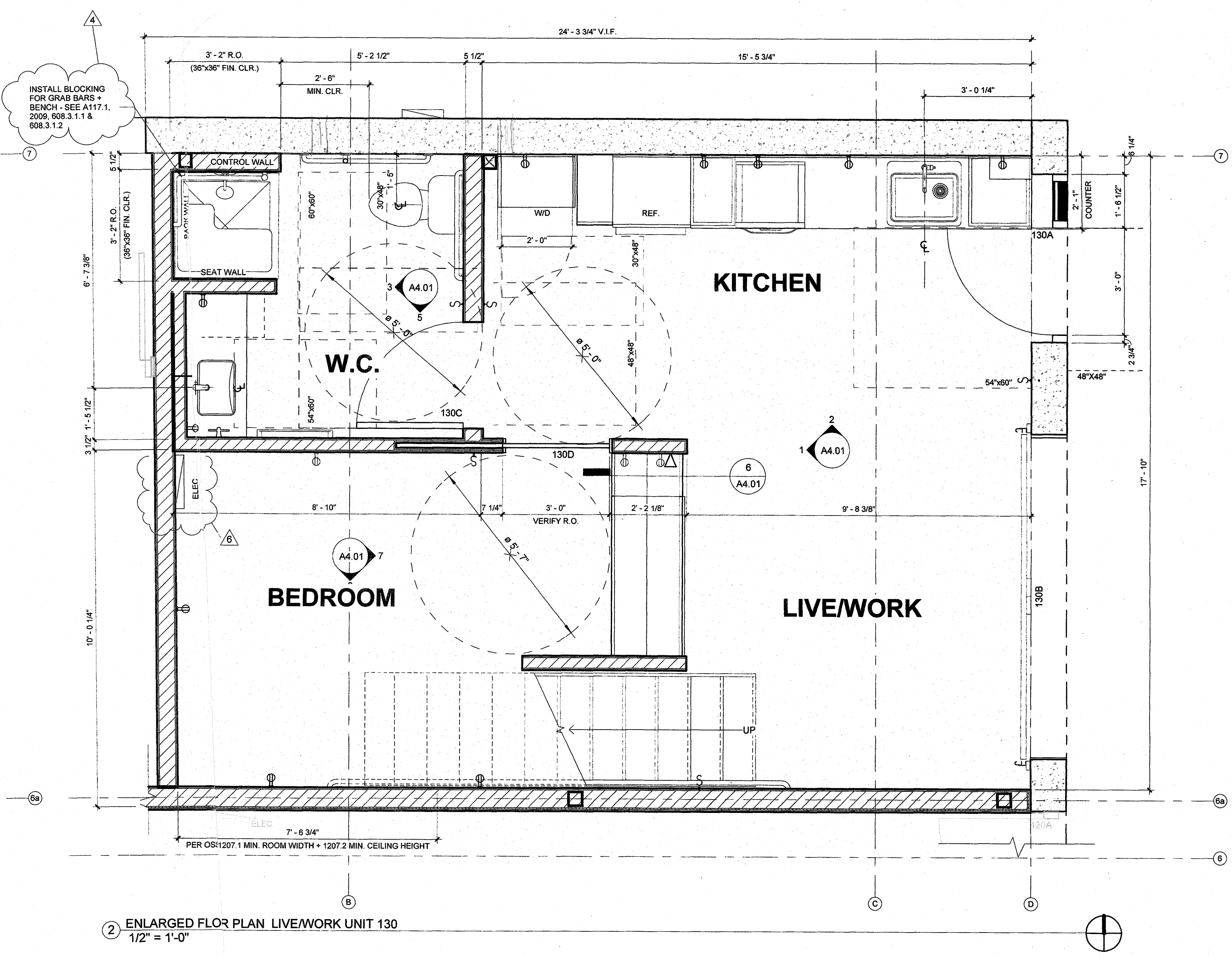
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6	Revision 6	2023.08.30

DATE: 2023.08.30  
JOB: 21006  
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DRAWN BY: BJD  
CHECKED BY: JLF

**A1.23**



1 ENLARGED FLOOR PLAN - MEZZANINE 130  
1/2" = 1'-0"



2 ENLARGED FLOOR PLAN LIVE/WORK UNIT 130  
1/2" = 1'-0"

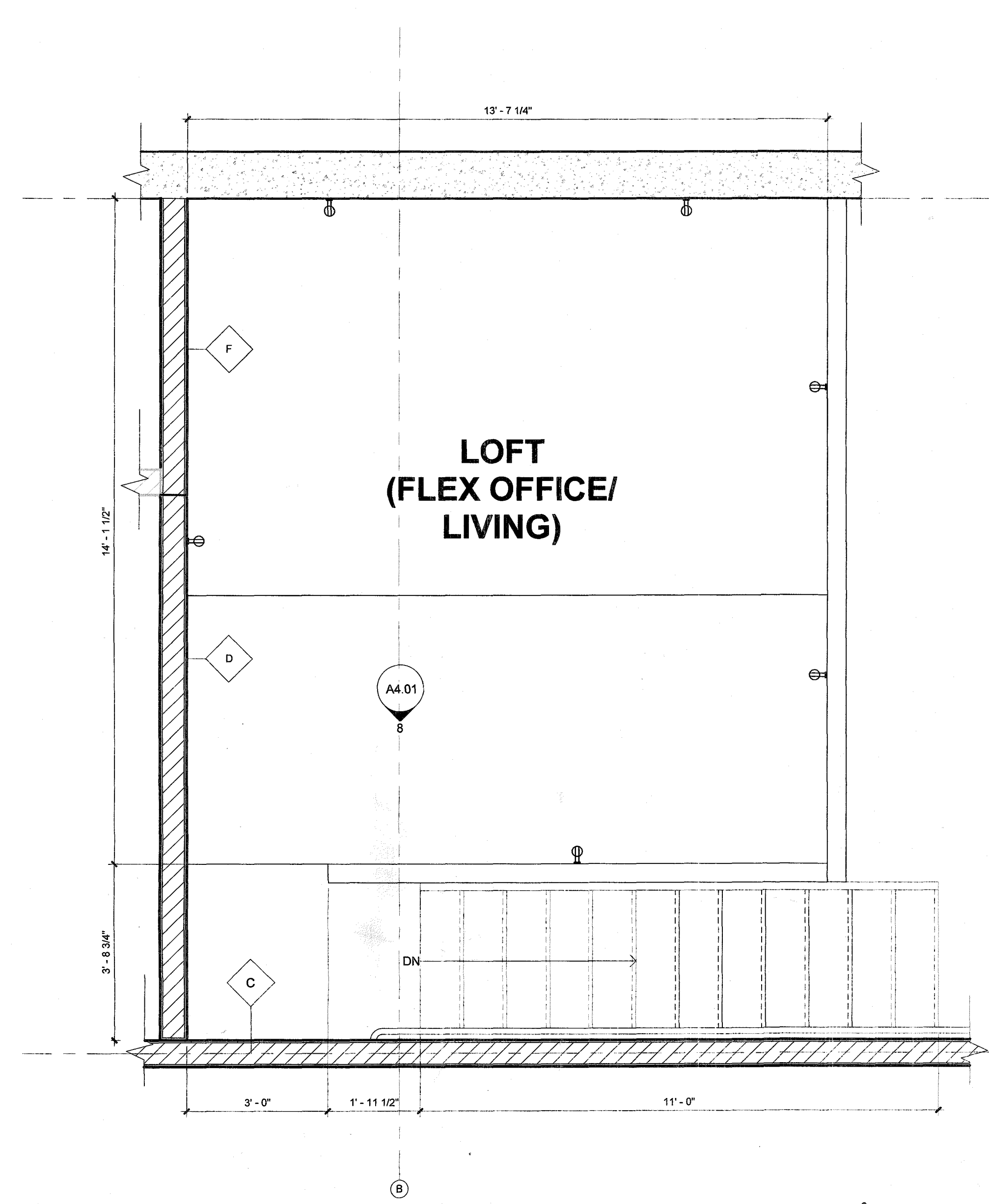
**GENERAL NOTES:**  
EXCEPTIONS TO 605.2.1 MEZZANINE AREA LIMITATIONS  
208.92 SF (AGGREGATE MEZZANINE AREA) / 422 SF (DWELLING UNIT) = 495  
MEZZANINE EQUALS LESS THAN HALF OF THE AREA OF THE UNIT IT IS IN  
SECTION 419 NONRESIDENTIAL AREA IS NOT MORE THAN 50 PERCENT OF LIVE/WORK UNIT



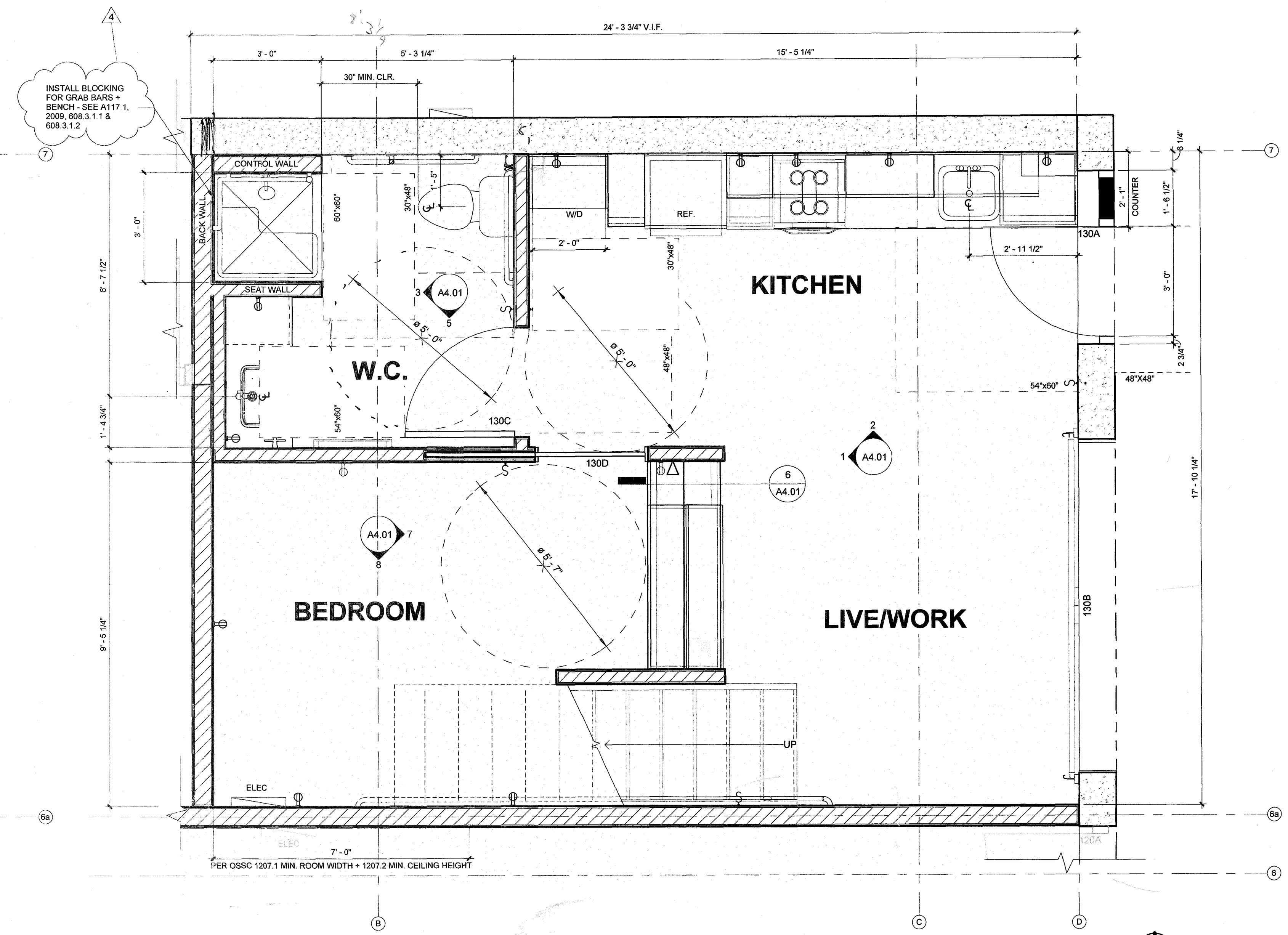


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**ENLARGED PLANS - LIVE/WORK UNIT 130**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477



1 ENLARGED FLOOR PLAN - MEZZANINE 130  
1/2" = 1'-0"



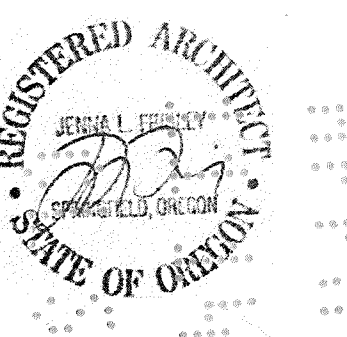
2 ENLARGED FLOOR PLAN LIVE/WORK UNIT 130  
1/2" = 1'-0"

**GENERAL NOTES:**

EXCEPTIONS TO 605.2.1 MEZZANINE AREA LIMITATIONS  
208 SQ SF (AGGREGATE MEZZANINE AREA) / 422 SF (DWELLING UNIT) = 495  
MEZZANINE EQUALS LESS THAN HALF OF THE AREA OF THE UNIT IT IS IN  
SECTION 419 NONRESIDENTIAL AREA IS NOT MORE THAN 50 PERCENT OF LIVE/WORK UNIT

1" ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES



**REVISIONS:**

No.	Description	Date
4	Revision 4	2022.09.30

DATE 2022.09.30  
JOB 21006  
SCALE 1/2" = 1'-0"  
DRAWN BY BJD  
CHECKED BY JLF

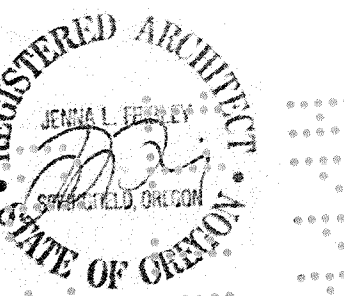
**A1.23**



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**ENLARGED PLANS - UNIT FLOOR 2 & 3**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES



REVISIONS:

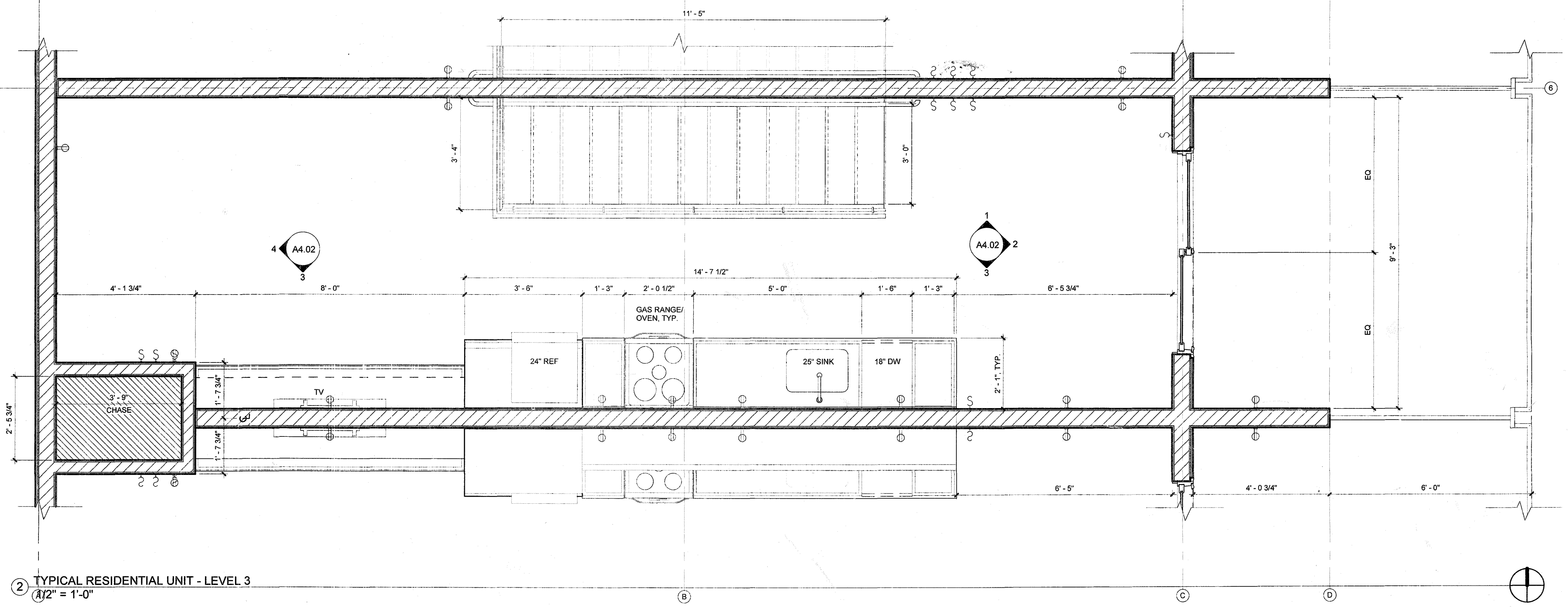
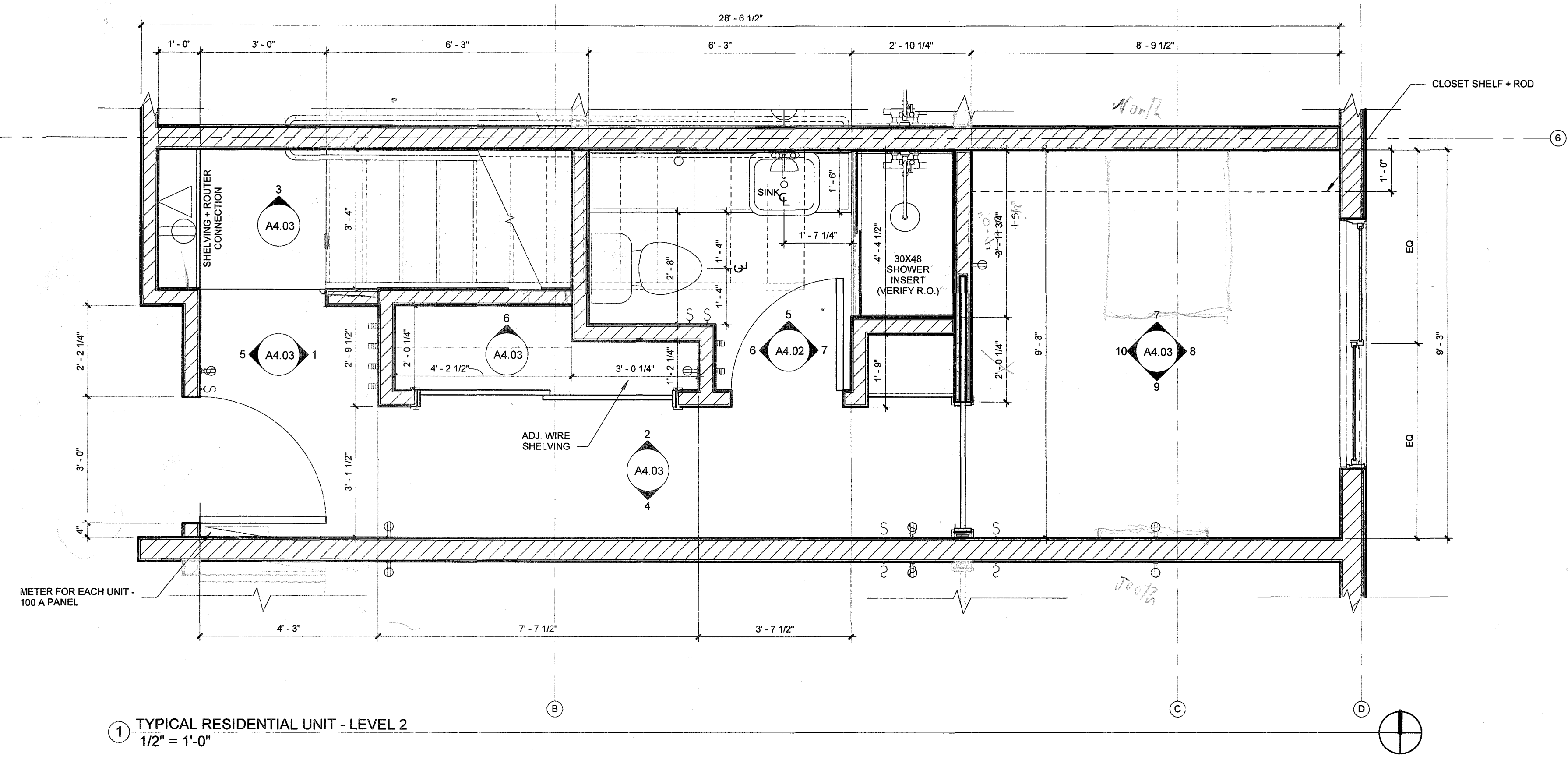
No.	Description	Date

DATE: 2022.09.30  
JOB: 21006  
SCALE: 1/2" = 1'-0"  
DRAWN BY: BJD  
CHECKED BY: JLF

**A1.24**

**GENERAL NOTES:**

BATHROOM FIXTURE CLEARANCES:  
WATER CLOSET: 21" IN FRONT AND 30" WIDE WIDTH A MINIMUM 15" FROM CENTER OF WATER CLOSET TO SIDEWALL OR TUB  
LAVATORY: 4" CLEAR AT SIDE AND 21" AT FRONT  
SHOWERS: MINIMUM OF 30" x 30" WITH 24" MIN CLEARANCE IN FRONT  
SEE 1W5.071 FOR STAIR HEIGHT CLEARANCE OVER TOILET





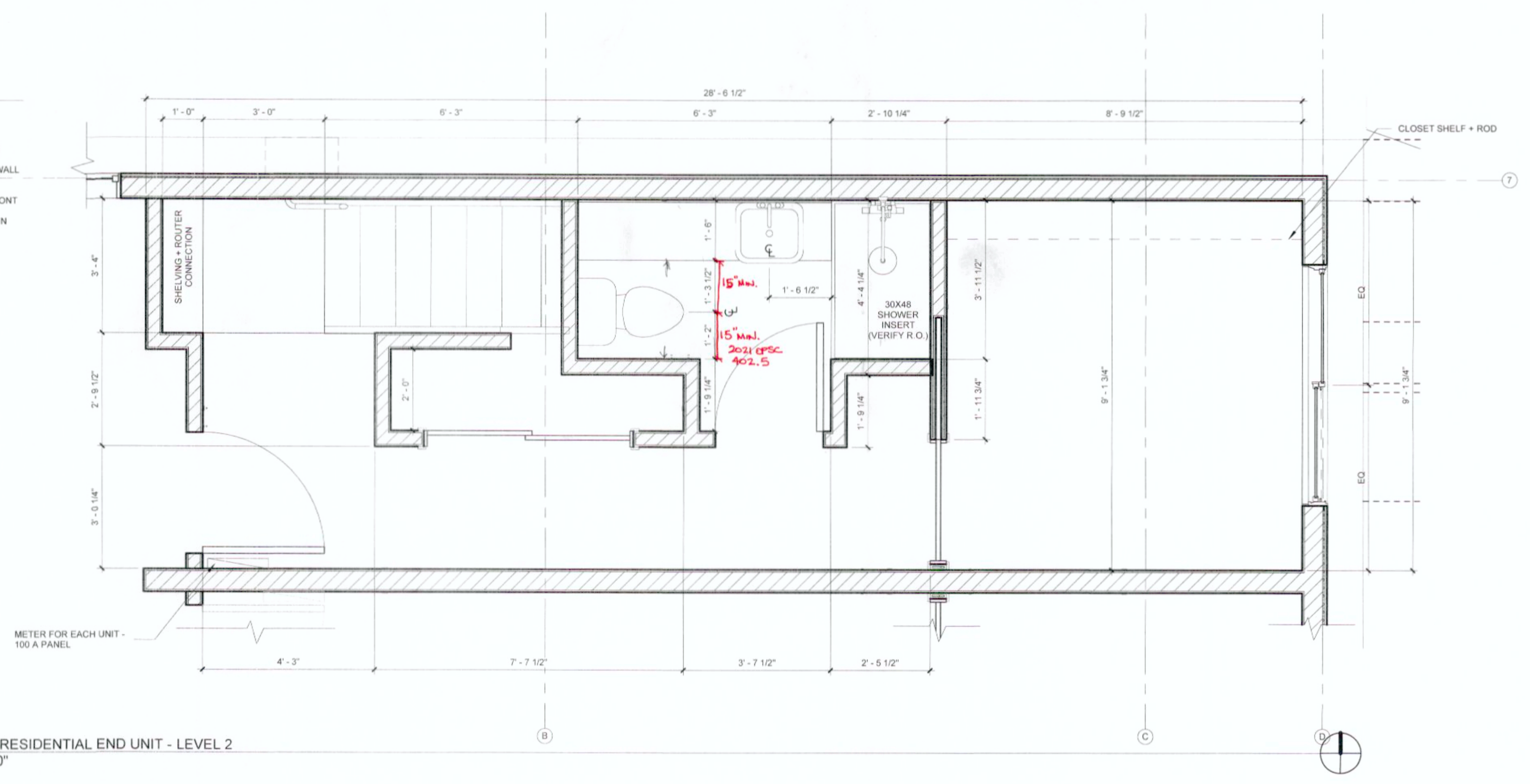


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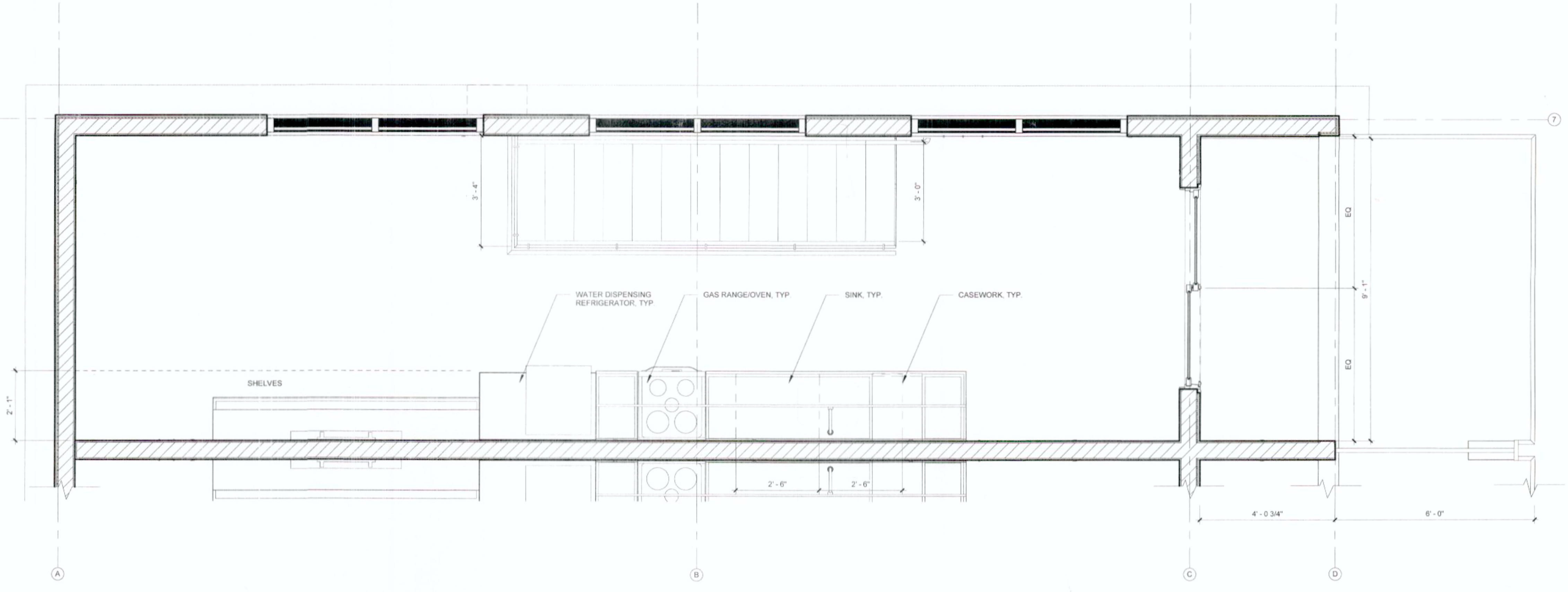
**ENLARGED PLANS - UNIT FLOORS 2 & 3**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

**GENERAL NOTES:**

BATHROOM FIXTURE CLEARANCES:  
WATER CLOSET: 21" IN FRONT AND 30" WIDE WIDTH A MINIMUM 15" FROM CENTER OF WATER CLOSET TO SIDEWALL OR TUB  
LAVATORY: 4" CLEAR AT SIDE AND 21" AT FRONT  
SHOWERS: MINIMUM OF 30" x 30" WITH 24" MIN CLEARANCE IN FRONT  
SEE 1/A5 071 FOR STAIR HEIGHT CLEARANCE OVER TOILET



① TYPICAL RESIDENTIAL END UNIT - LEVEL 2  
1/2" = 1'-0"



② TYPICAL RESIDENTIAL END UNIT - LEVEL 3  
1/2" = 1'-0"

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



REVISIONS:

No.	Description	Date

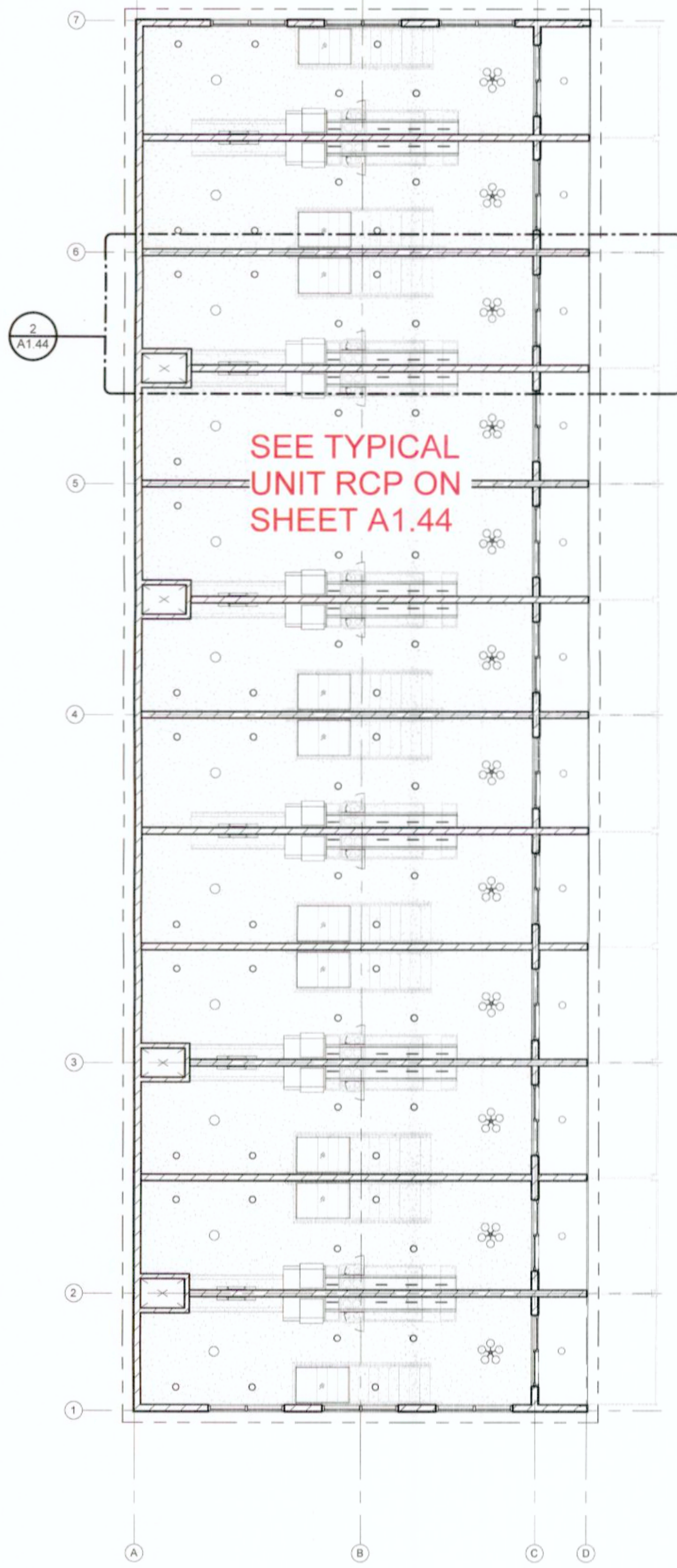
DATE: 2022.09.30  
JOB: 21006  
SCALE: 1/2" = 1'-0"  
DRAWN BY: Author  
CHECKED BY: Checker

**A1.25**

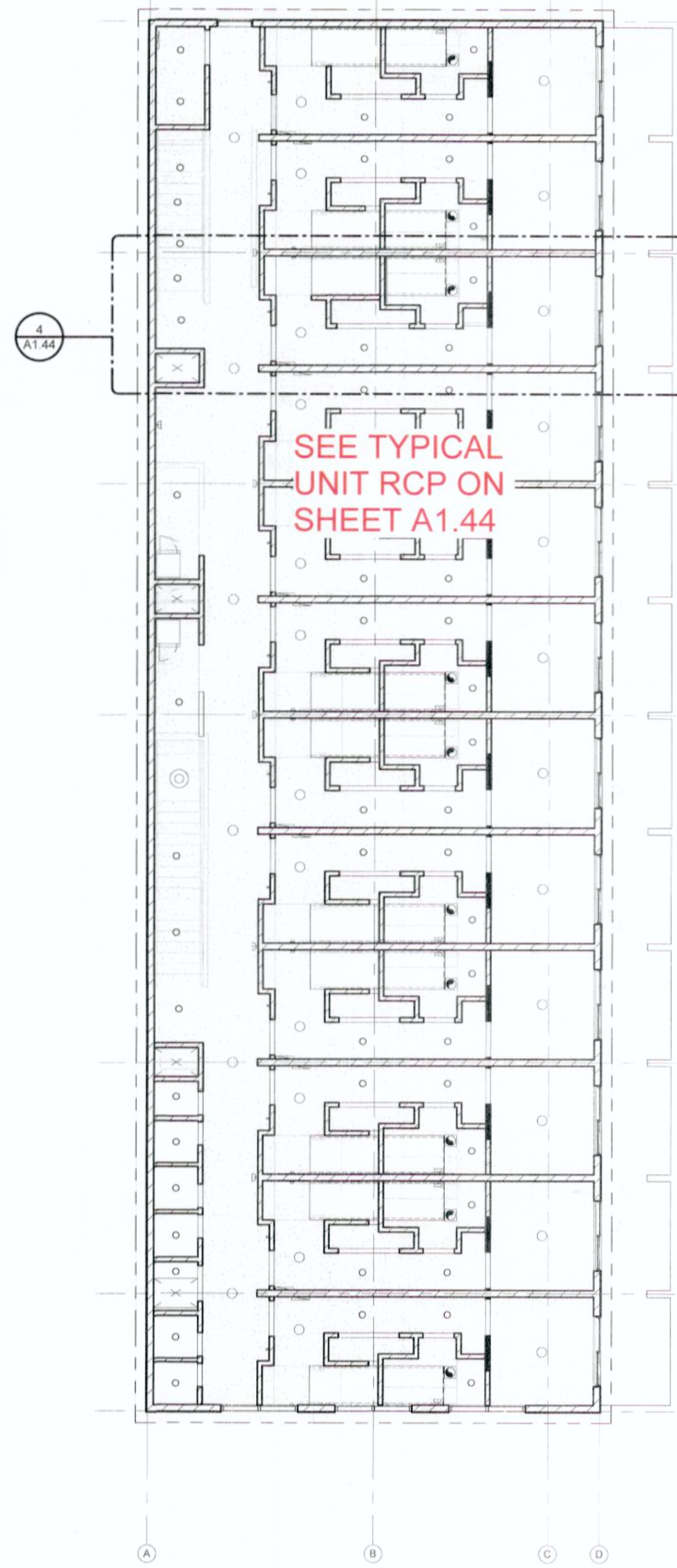


GENERAL NOTE:

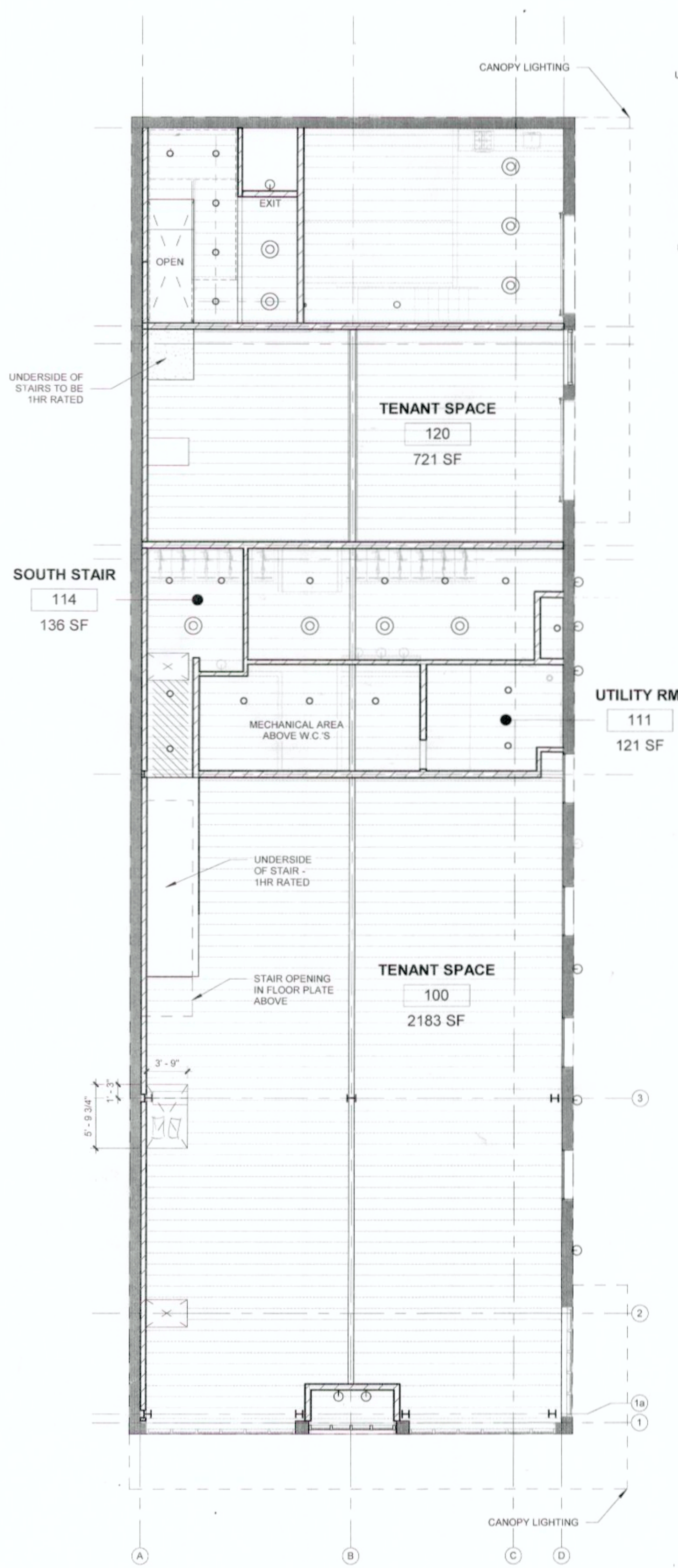
1. REFER TO FIRE ALARMS SYSTEM DRAWINGS AND SPECS FOR COMMUNICATIONS + POWER RELATED TO ALARM SYSTEM
2. COORDINATE DATA WITH SECURITY SYSTEM INSTALLER



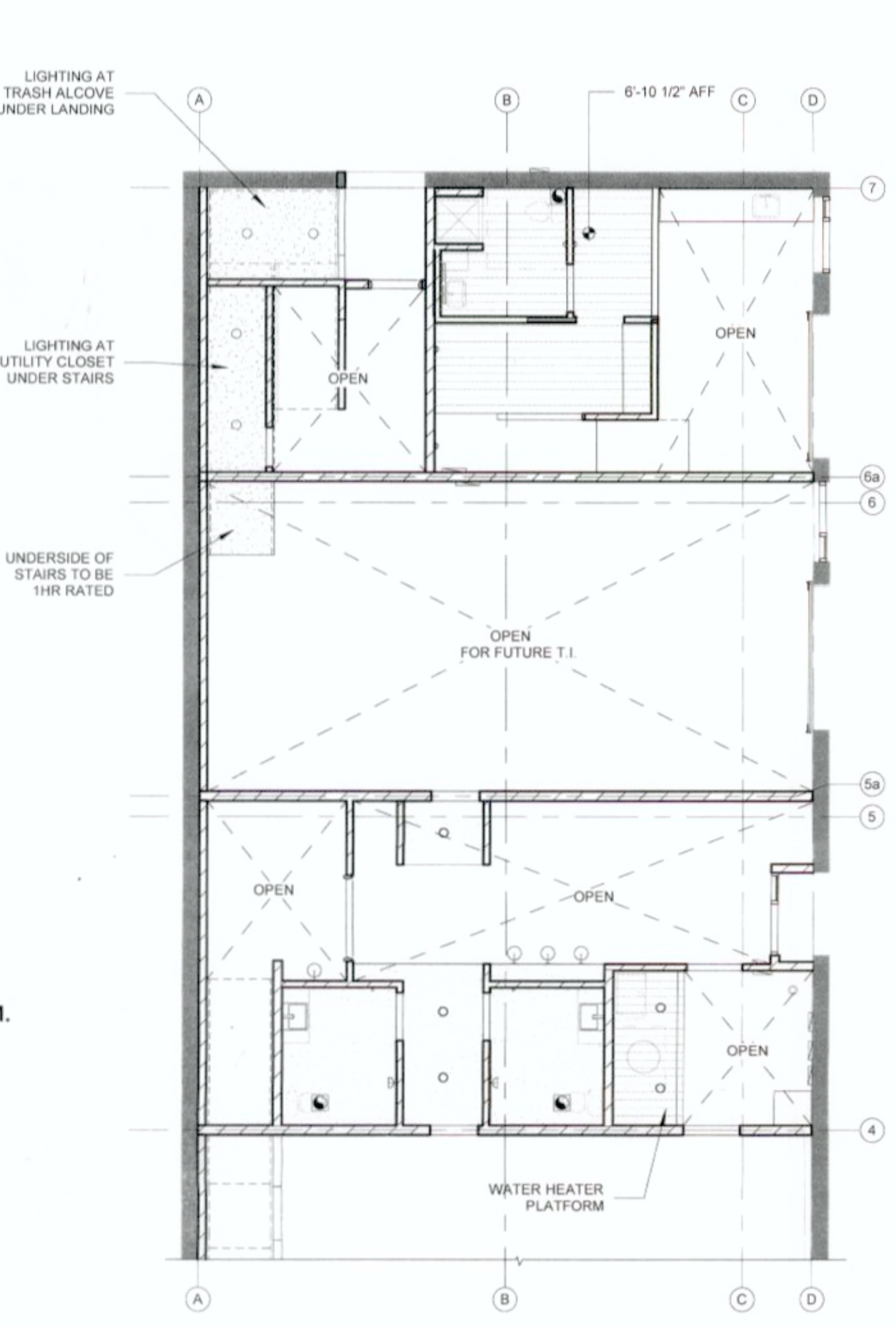
2 RCP - LEVEL 3 (EIGHTH)  
1/8" = 1'-0"



4 RCP - LEVEL 2 (EIGHTH)  
1/8" = 1'-0"



1 RCP - LEVEL 1  
1/8" = 1'-0"



3 RCP - UNDER MEZZANINE (EIGHTH)  
1/8" = 1'-0"

REFLECTED CEILING PLAN LEGEND

- ⊙ - EXHAUST FAN
  - ⊙ - FL EXHAUST FAN WITH LIGHT
  - - L1 LED WAFER
  - - L2 PENDANT (TALL CEILINGS)
  - - L3 WALL SCONCE <4" PROJECTION
  - ⊙ - L4 GOOSENECK WALL LAMP
  - - L5 SURFACE MOUNT DOWNLIGHT
  - - L6 LOW PROFILE VANITY LIGHT
  - - L7 DECORATIVE VANITY LIGHT
  - - L8 LINEAR ART LIGHT
  - - L9 SCONCE LIGHT @ UNIT ENTRIES
  - - L10 SURFACE MOUNT @ CORRIDORS
  - ⊙ - L11 DECORATIVE MULTI-LIGHT PENDANT
  - - L12 SURFACE MOUNT @ SLOPED CEILING
  - - L13 UNDERCABINET LED STRIP
  - - L14 SURFACE MOUNT @ TYP. UNITS
  - ⊙ - L15 EXTERIOR GOOSENECK
  - - EGRESS LIGHTING PATH
  - △ - DATA
  - ⊕ - OUTLET
  - \$ - SWITCH
  - \$D - DIMMER SWITCH
  - \$3 - THREE WAY SWITCH
  - - ELECTRICAL PANEL
- e = egress light/circuit on battery backup  
w = damp/wet location



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**RCP REFERENCE PLANS**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES



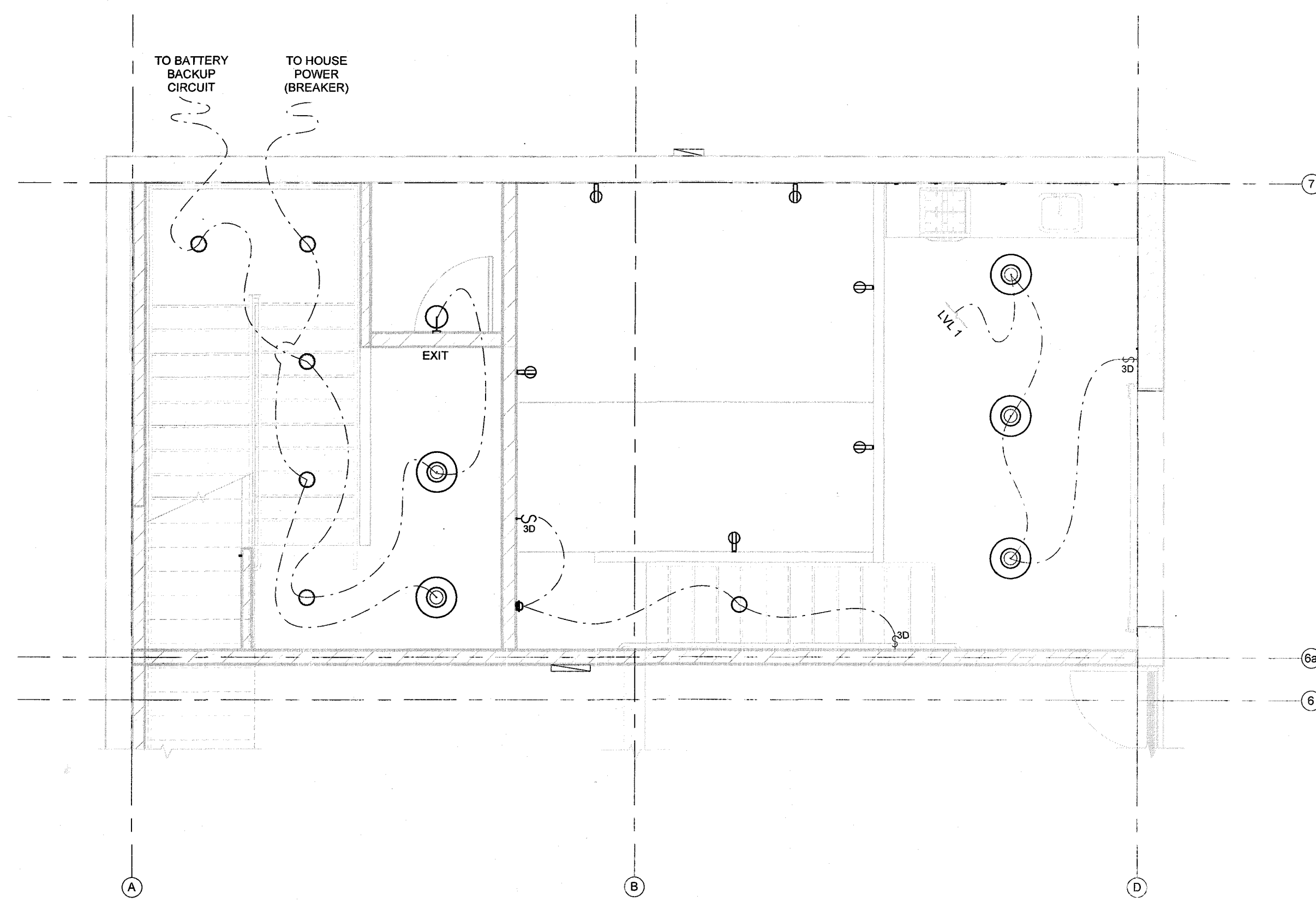
REVISIONS

No.	Description	Date

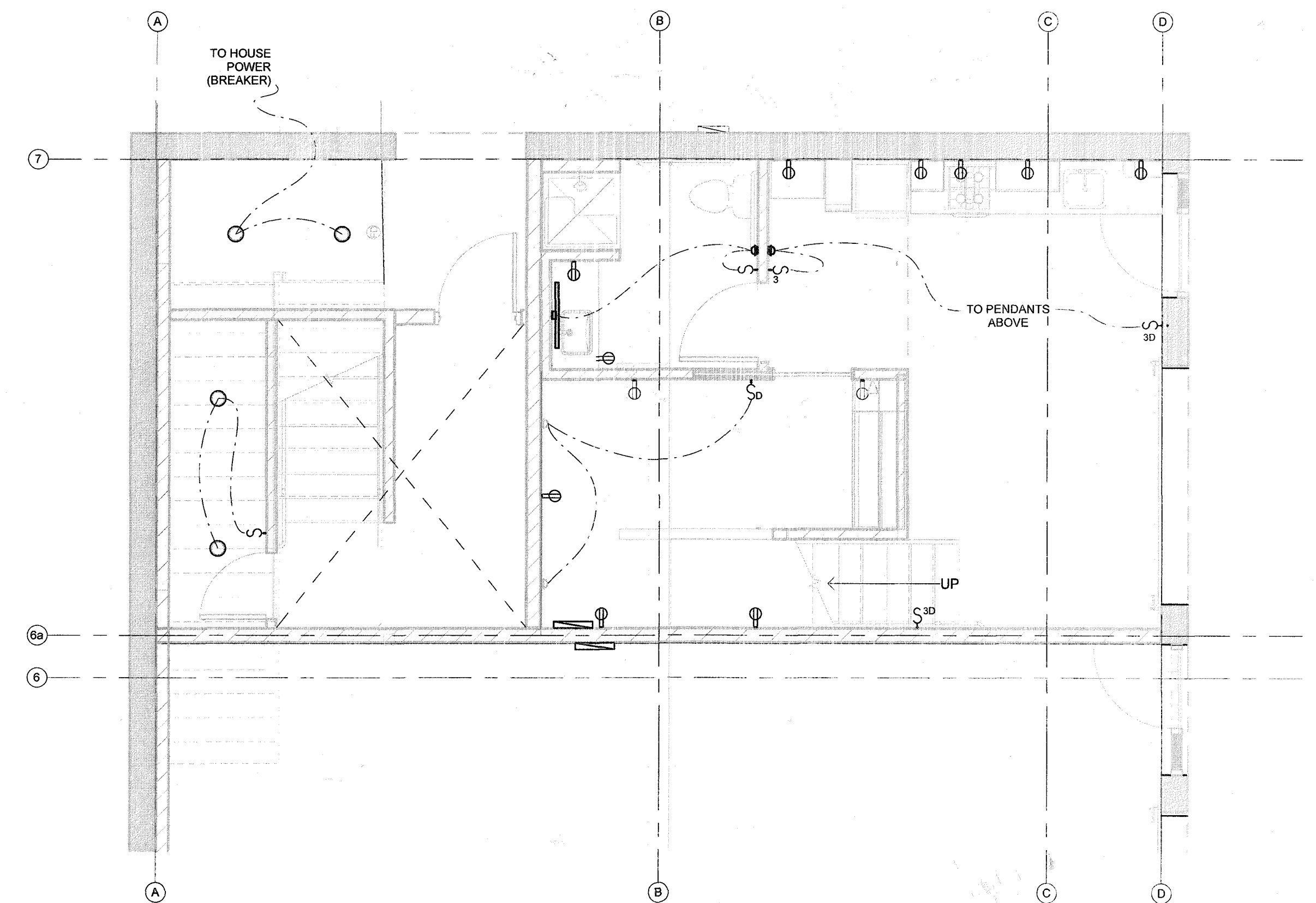
DATE: 2022.09.30  
JOB: 21006  
SCALE: 1/8" = 1'-0"  
DRAWN BY: Author  
CHECKED BY: Checker

**A1.40**

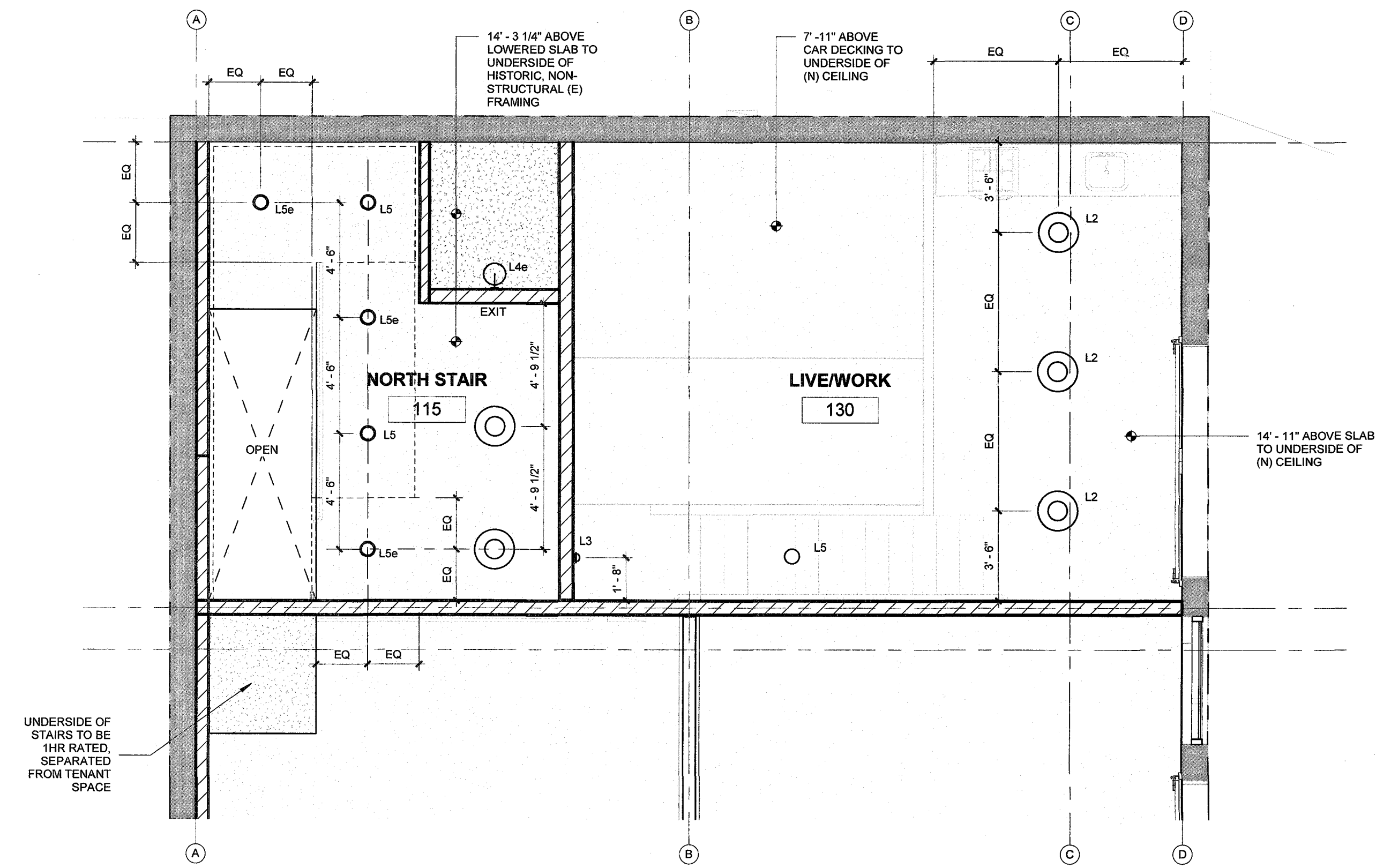




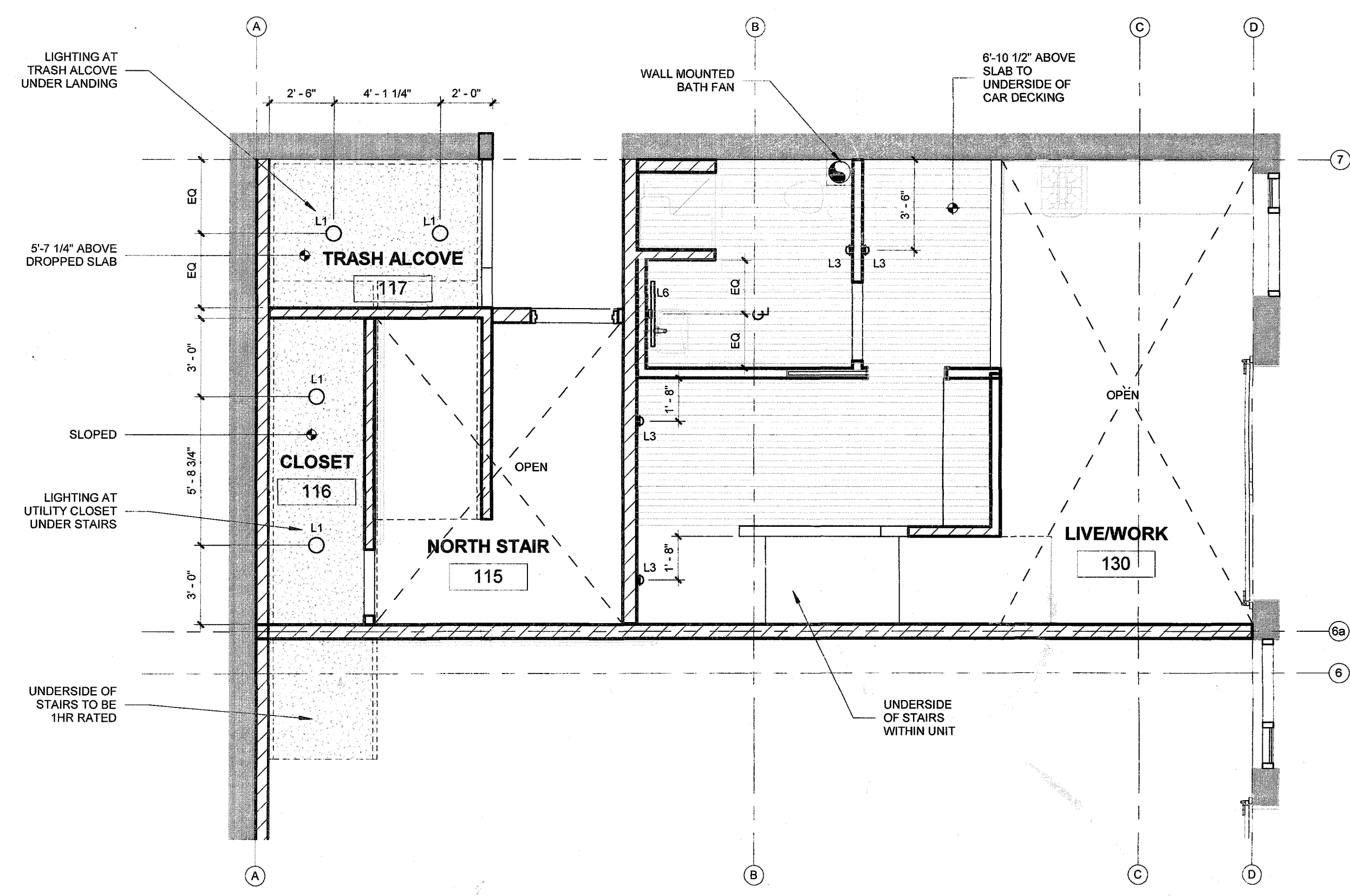
4 ELECTRICAL - MEZZANINE UNIT 130  
1/4" = 1'-0"



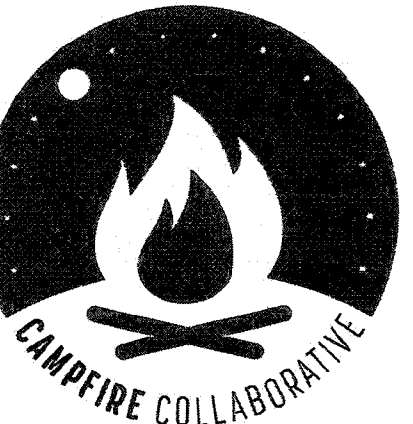
3 ELECTRICAL - LVL 1 UNIT 130 & N STAIR  
1/4" = 1'-0"



2 RCP / LIGHTING - MAIN CEILING LEVEL  
1/4" = 1'-0"



1 RCP - UNDER MEZZANINE / STAIRS  
1/4" = 1'-0"

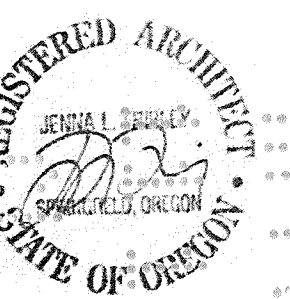


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**LIGHTING/ELECT. - UNIT 130 & N STAIR**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



REVISIONS:

No.	Description	Date

DATE	2022.09.30
JOB	21006
SCALE	1/4" = 1'-0"
DRAWN BY	BJD
CHECKED BY	JLF

**A1.41**



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**LIGHTING/ELECT. - LVL 1 COMMON AREAS**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

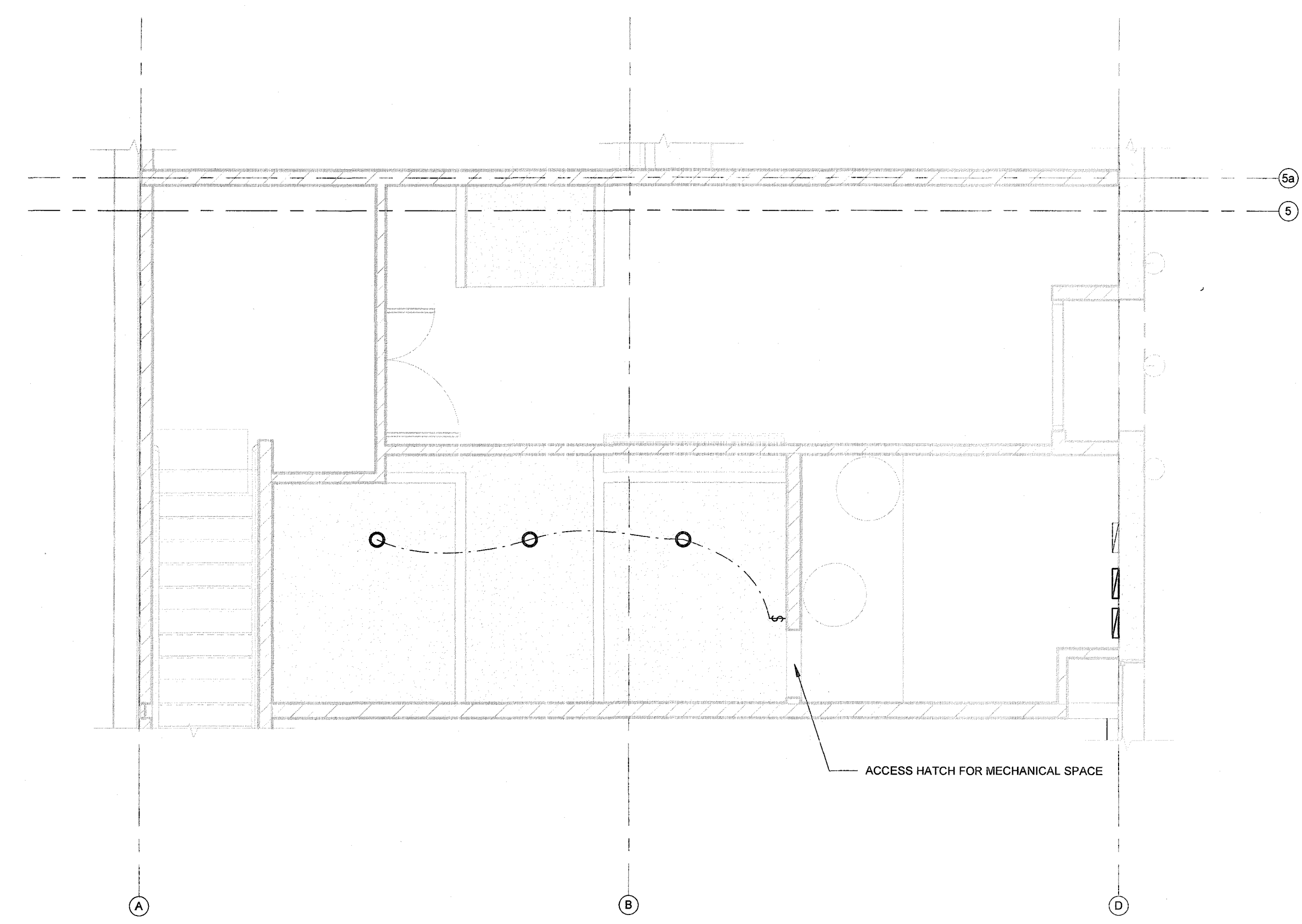
1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



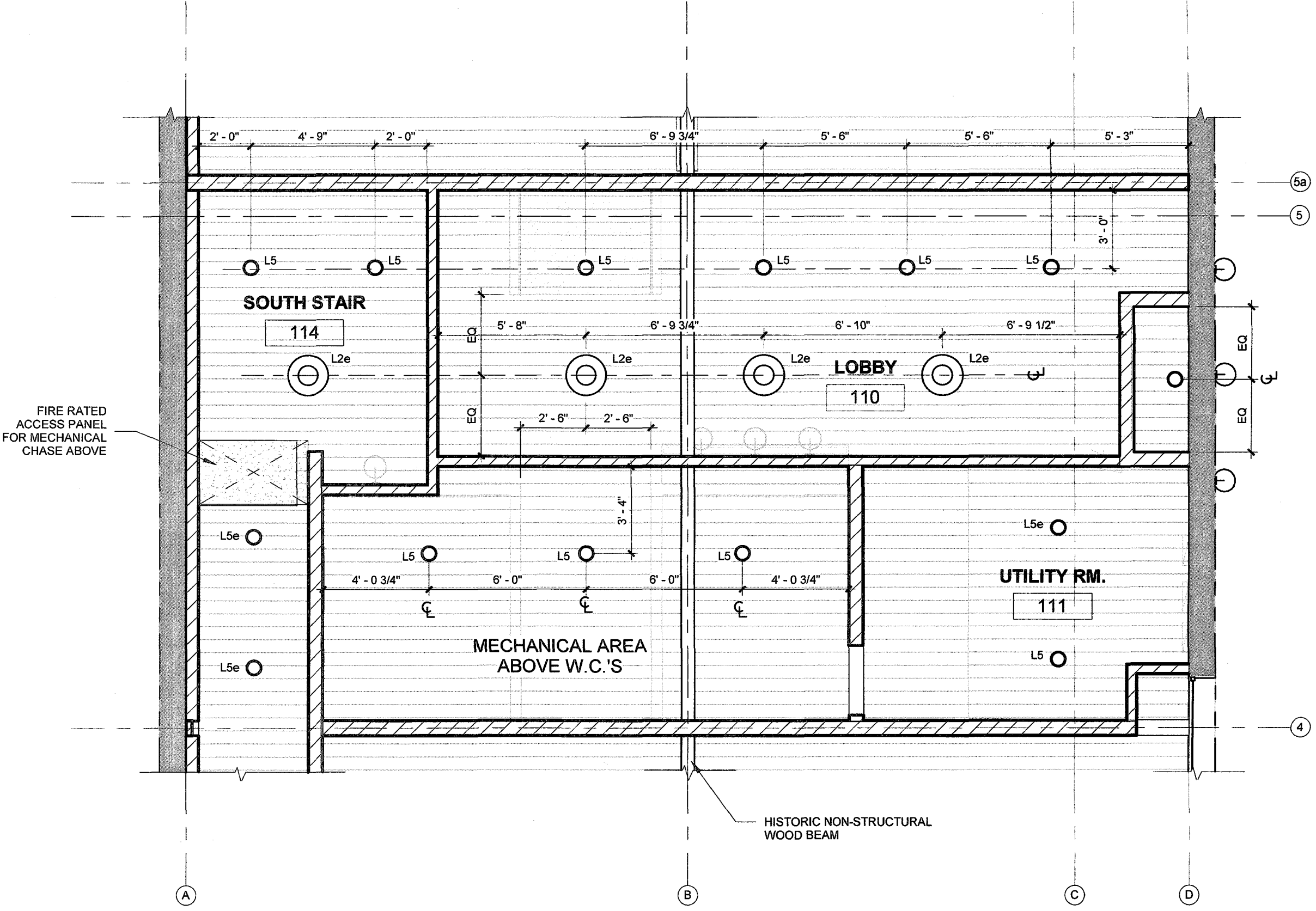
REVISIONS:

No.	Description	Date

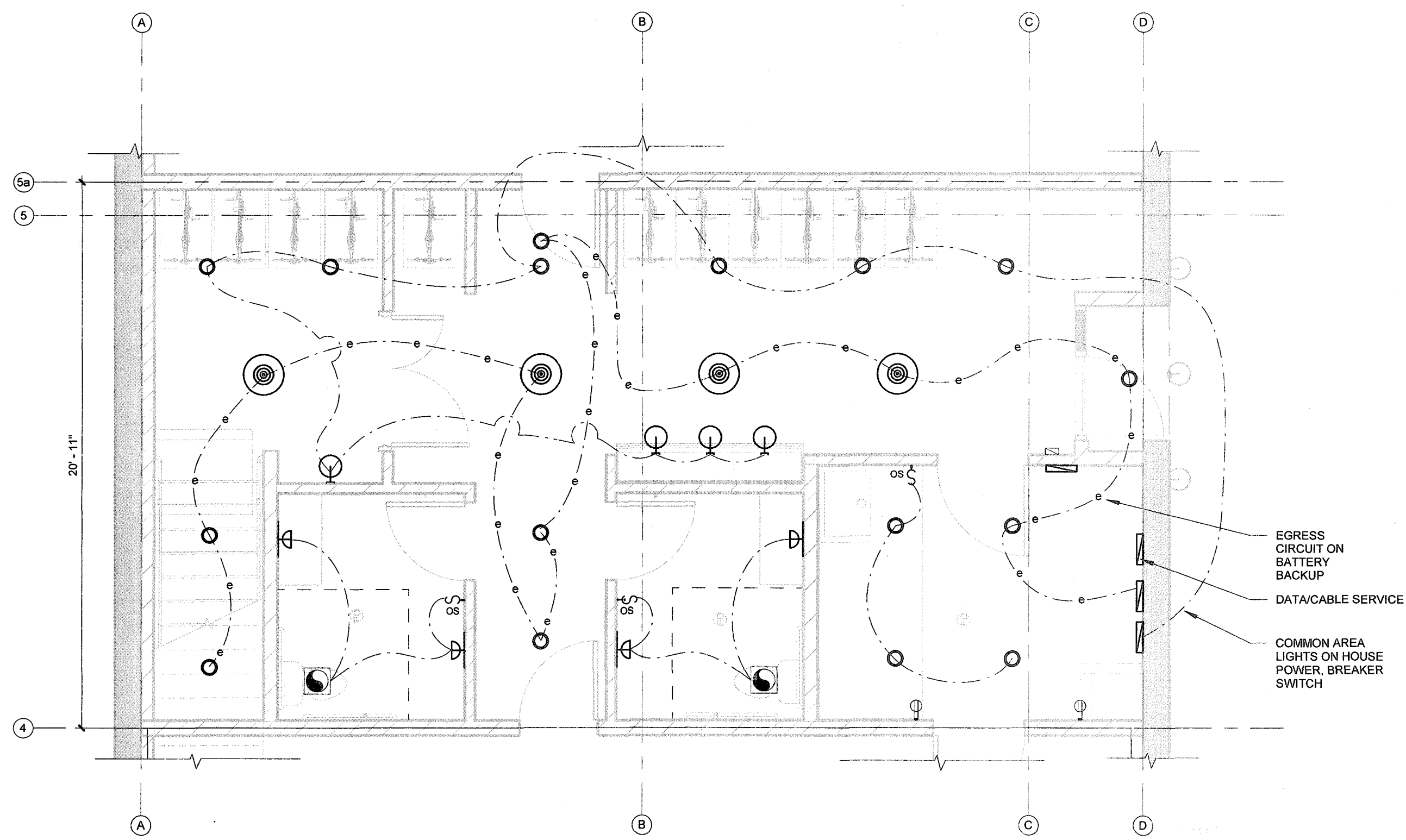
DATE 2022.09.30  
JOB 21006  
SCALE 1/4" = 1'-0"  
DRAWN BY Author  
CHECKED BY Checker



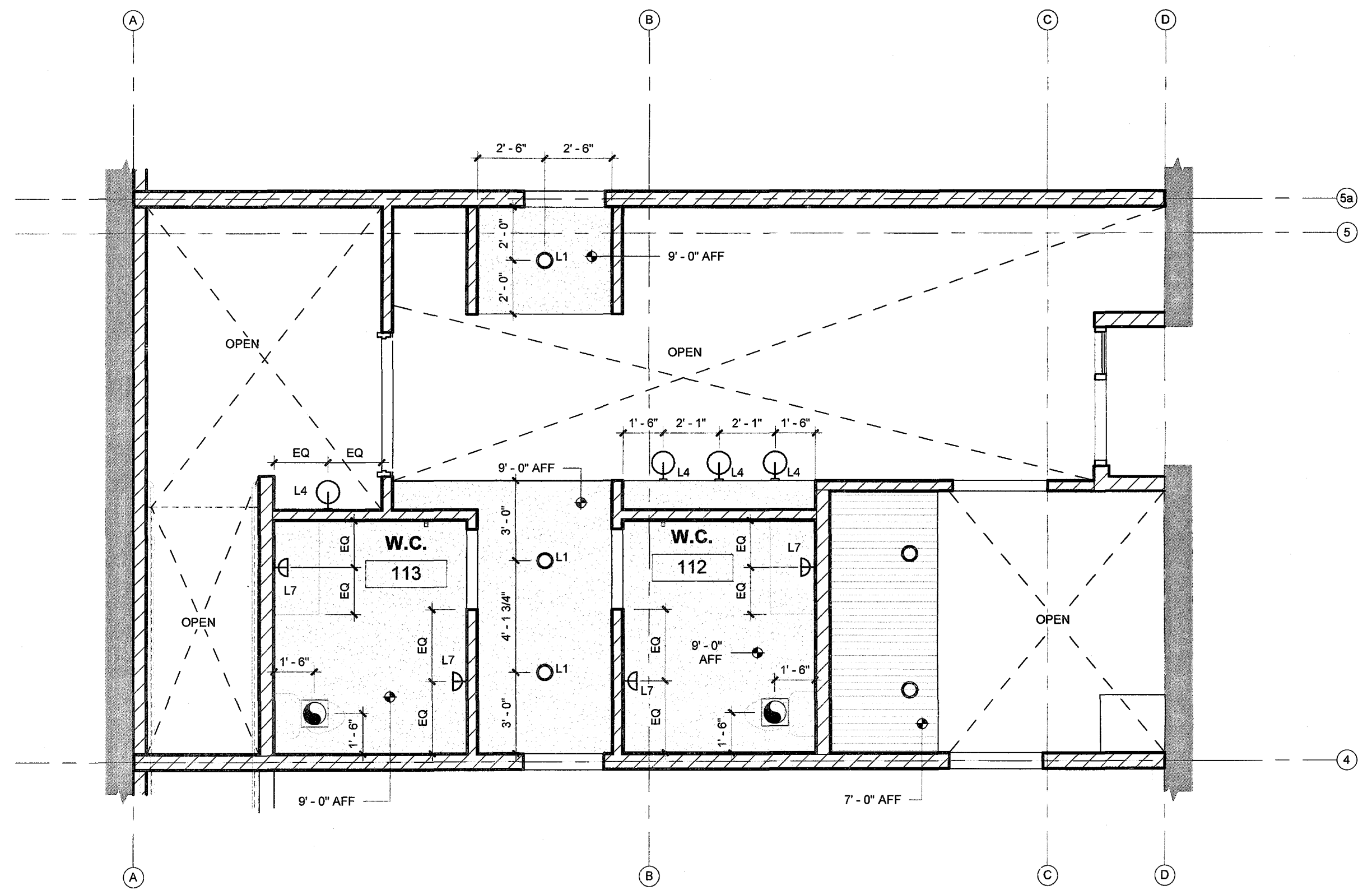
4 ELECTRICAL - MECHANICAL PLENUM  
1/4" = 1'-0"



3 RCP - LEVEL 1  
1/4" = 1'-0"



1 ELECTRICAL - LVL 1 COMMON AREAS  
1/4" = 1'-0"



2 RCP - UNDER MEZZANINES  
1/4" = 1'-0"





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**LIGHTING/ELECT. - LVL 2 COMMON AREAS**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.

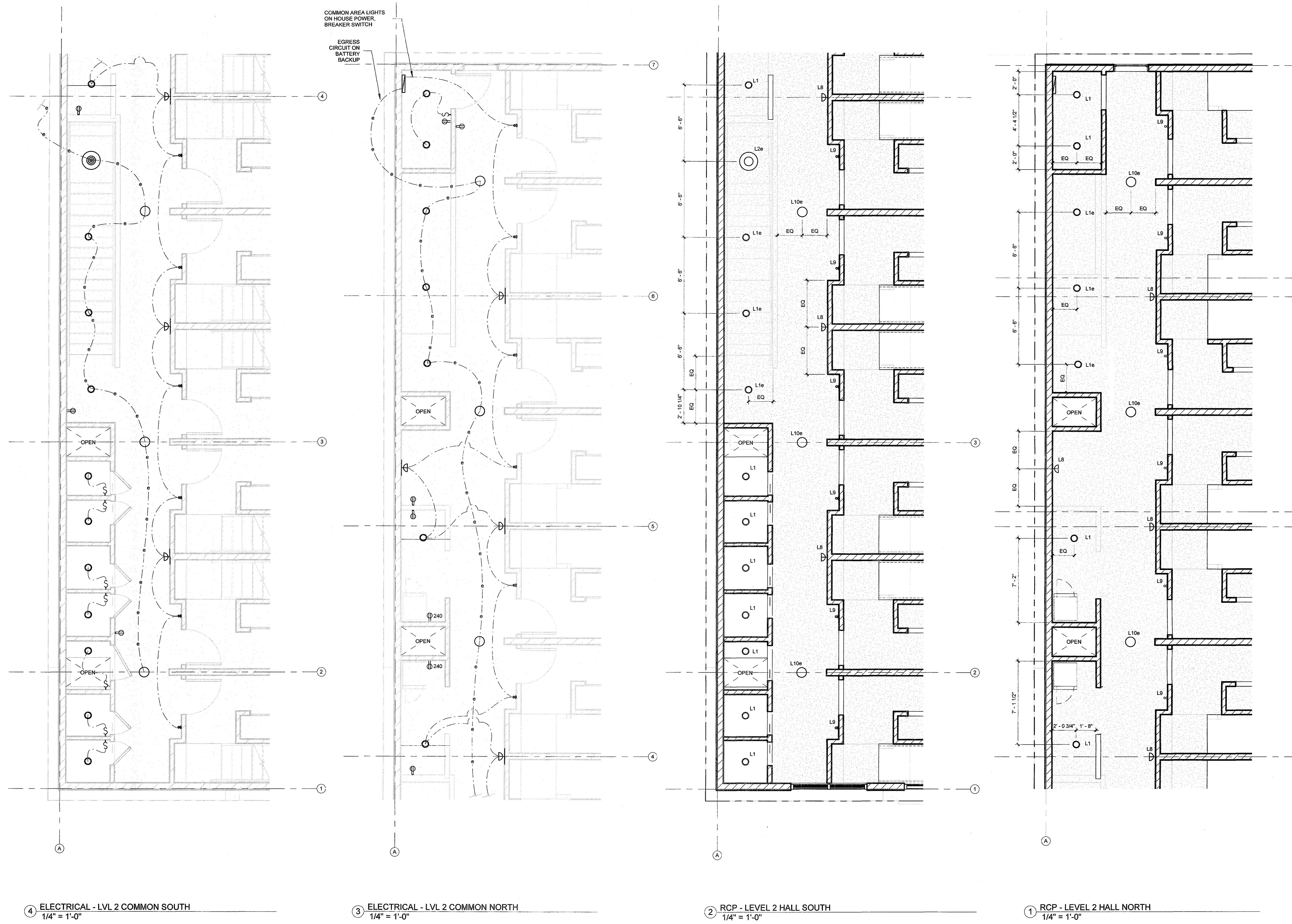


REVISIONS:

No.	Description	Date

DATE 2022.09.30  
JOB 21006  
SCALE 1/4" = 1'-0"  
DRAWN BY Author  
CHECKED BY Checker

A1.43

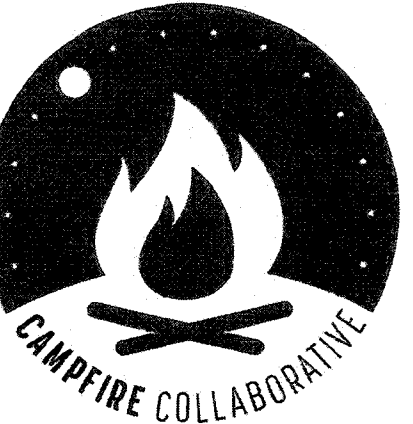


④ ELECTRICAL - LVL 2 COMMON SOUTH  
1/4" = 1'-0"

③ ELECTRICAL - LVL 2 COMMON NORTH  
1/4" = 1'-0"

② RCP - LEVEL 2 HALL SOUTH  
1/4" = 1'-0"

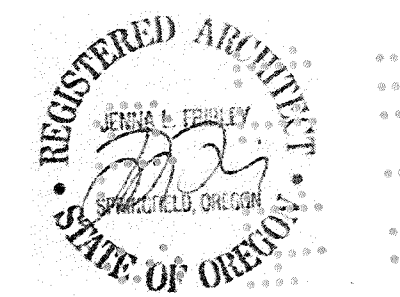
① RCP - LEVEL 2 HALL NORTH  
1/4" = 1'-0"



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**LIGHTING/ELECT. - TYPICAL UNIT**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.

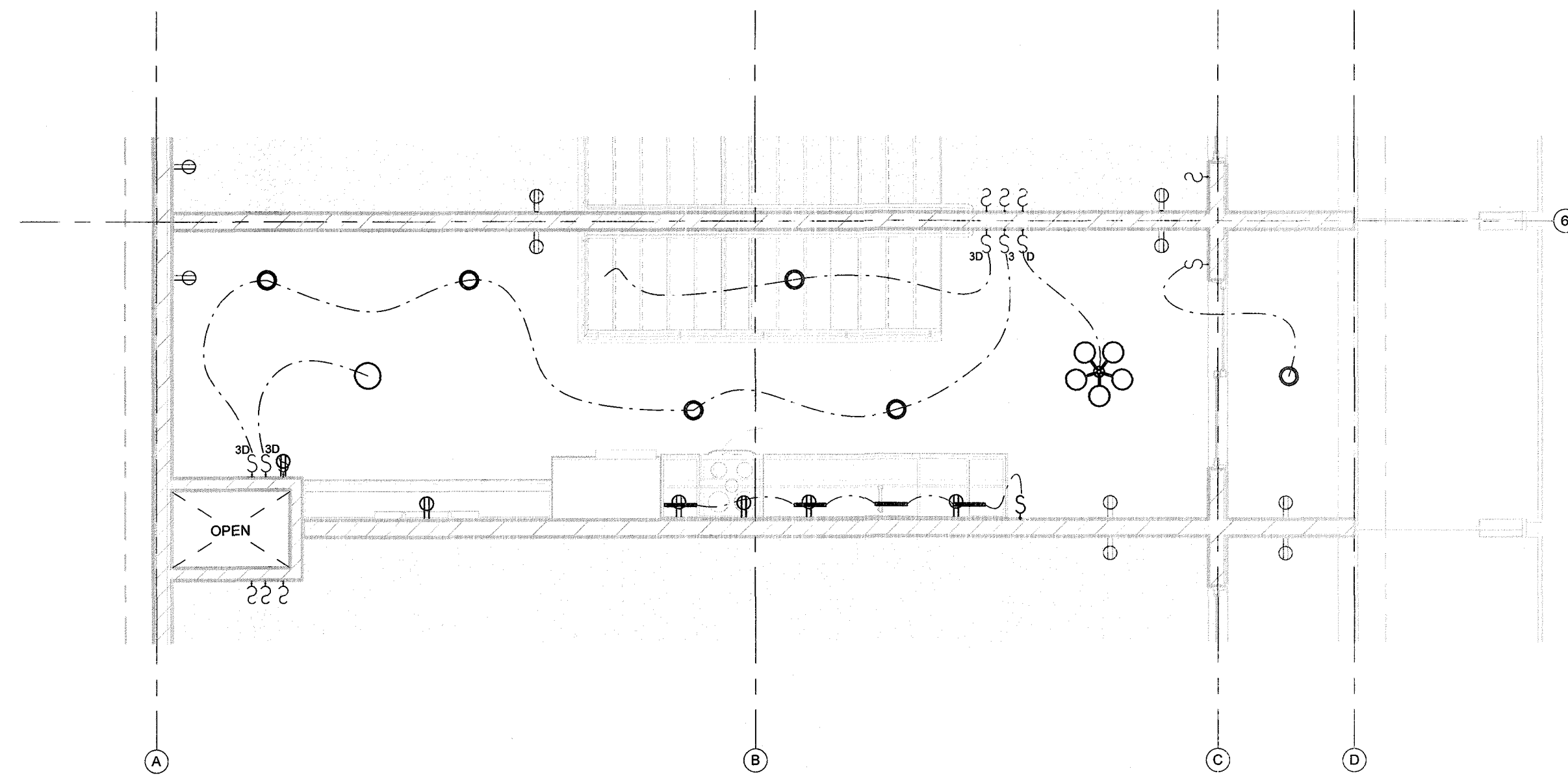


REVISIONS:

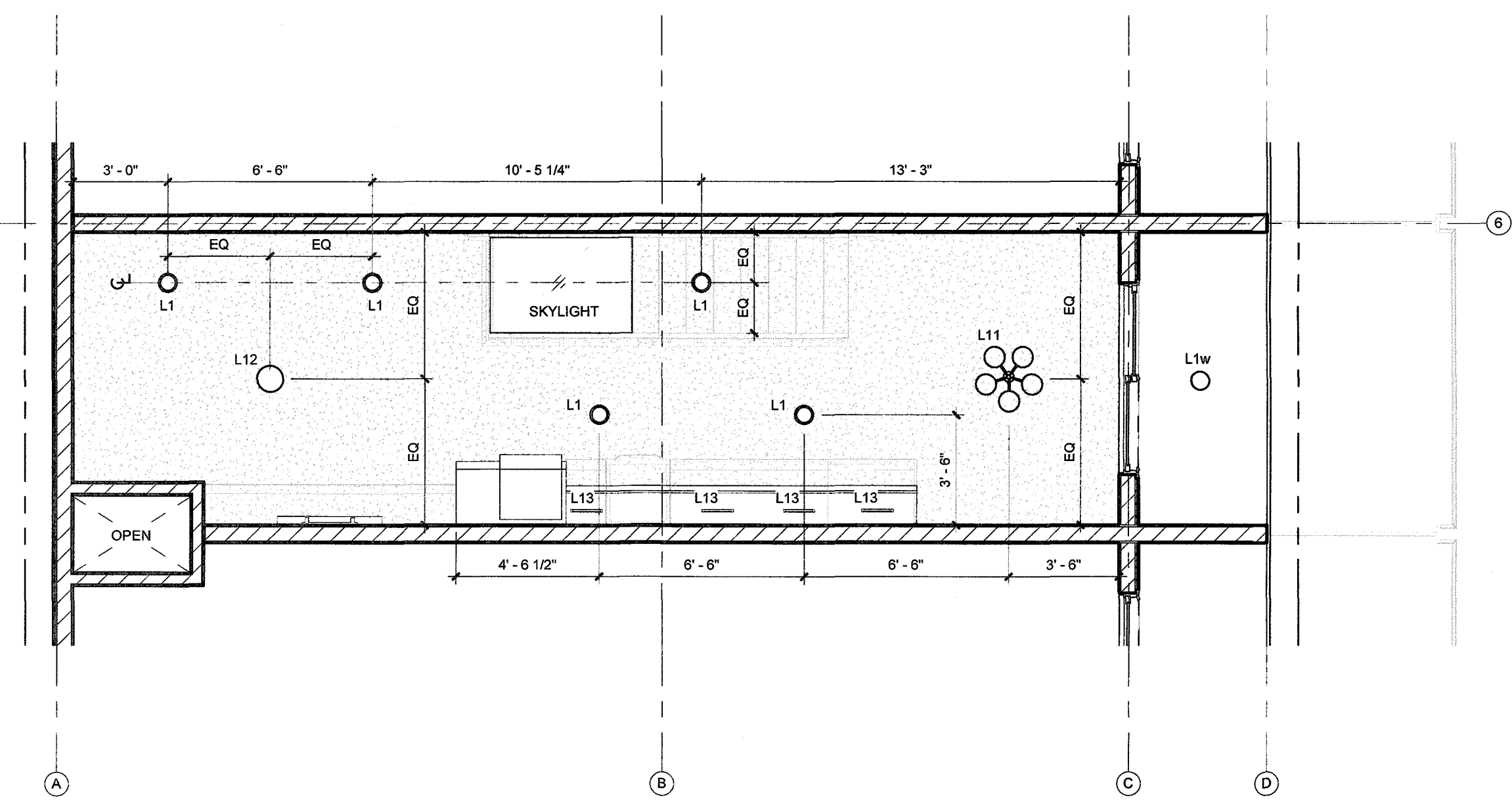
No.	Description	Date

DATE	2022.09.30
JOB	21006
SCALE	1/4" = 1'-0"
DRAWN BY	Author
CHECKED BY	Checker

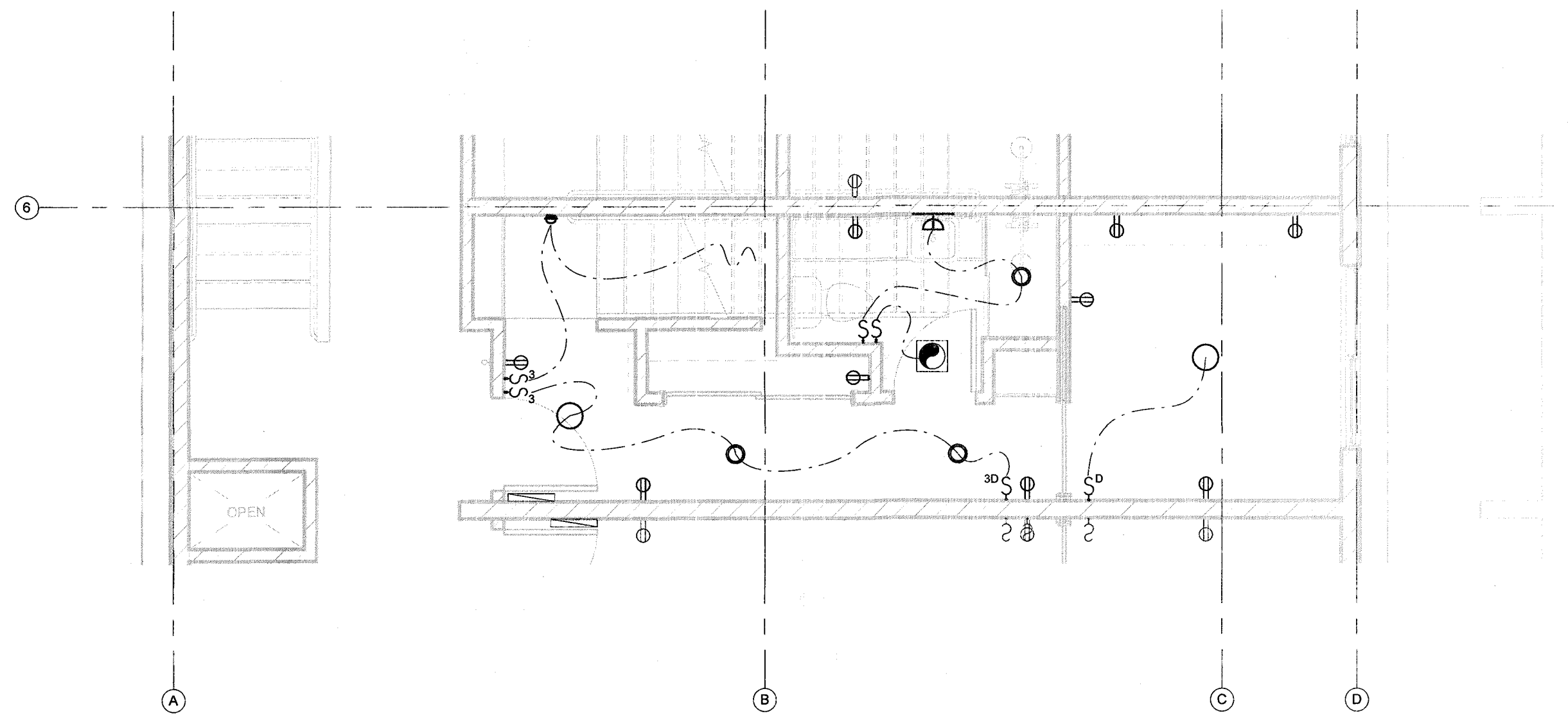
**A1.44**



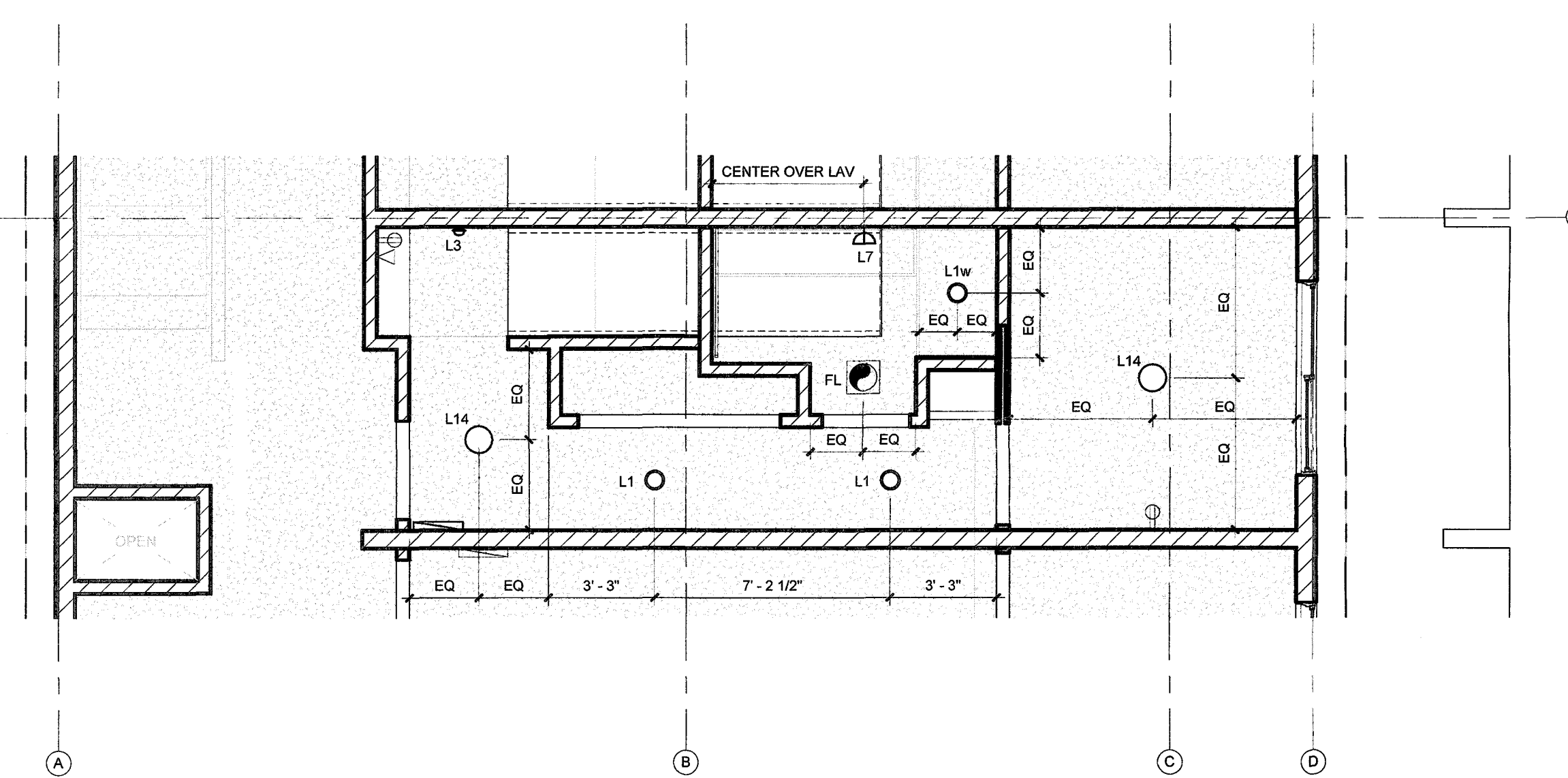
① ELECTRICAL - LVL 3 UNIT PLAN  
1/4" = 1'-0"



② RCP - LEVEL 3 TYPICAL UNIT  
1/4" = 1'-0"



③ ELECTRICAL - LVL 2 UNIT PLAN  
1/4" = 1'-0"



④ RCP - LEVEL 2 TYPICAL UNIT  
1/4" = 1'-0"



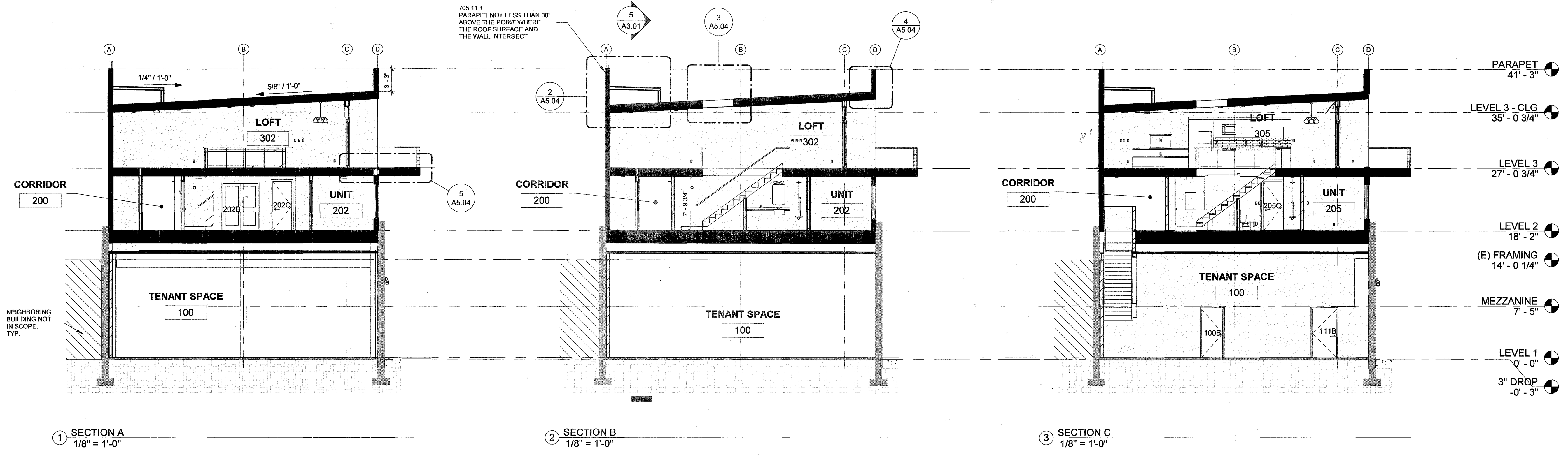






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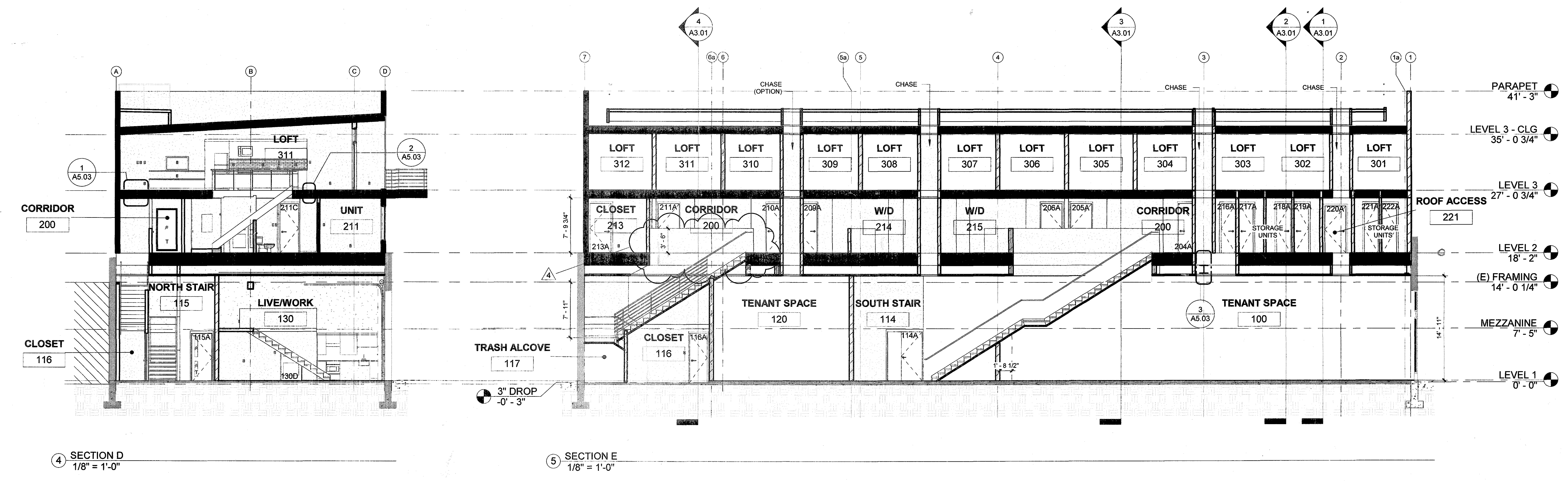
**SECTIONS/ELEVATIONS**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477



1 SECTION A  
1/8" = 1'-0"

2 SECTION B  
1/8" = 1'-0"

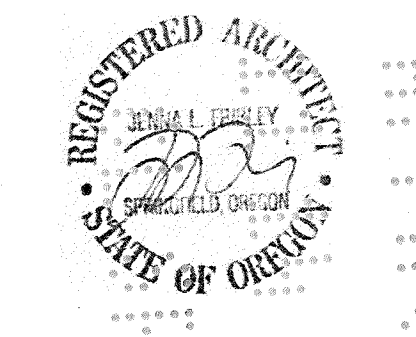
3 SECTION C  
1/8" = 1'-0"



4 SECTION D  
1/8" = 1'-0"

5 SECTION E  
1/8" = 1'-0"

1" ACTUAL  
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REVISIONS:

No.	Description	Date
4	Revision 4	2022.09.30

DATE: 2022.09.30  
JOB: 21006  
SCALE: 1/8" = 1'-0"  
DRAWN BY: BJD  
CHECKED BY: JLF

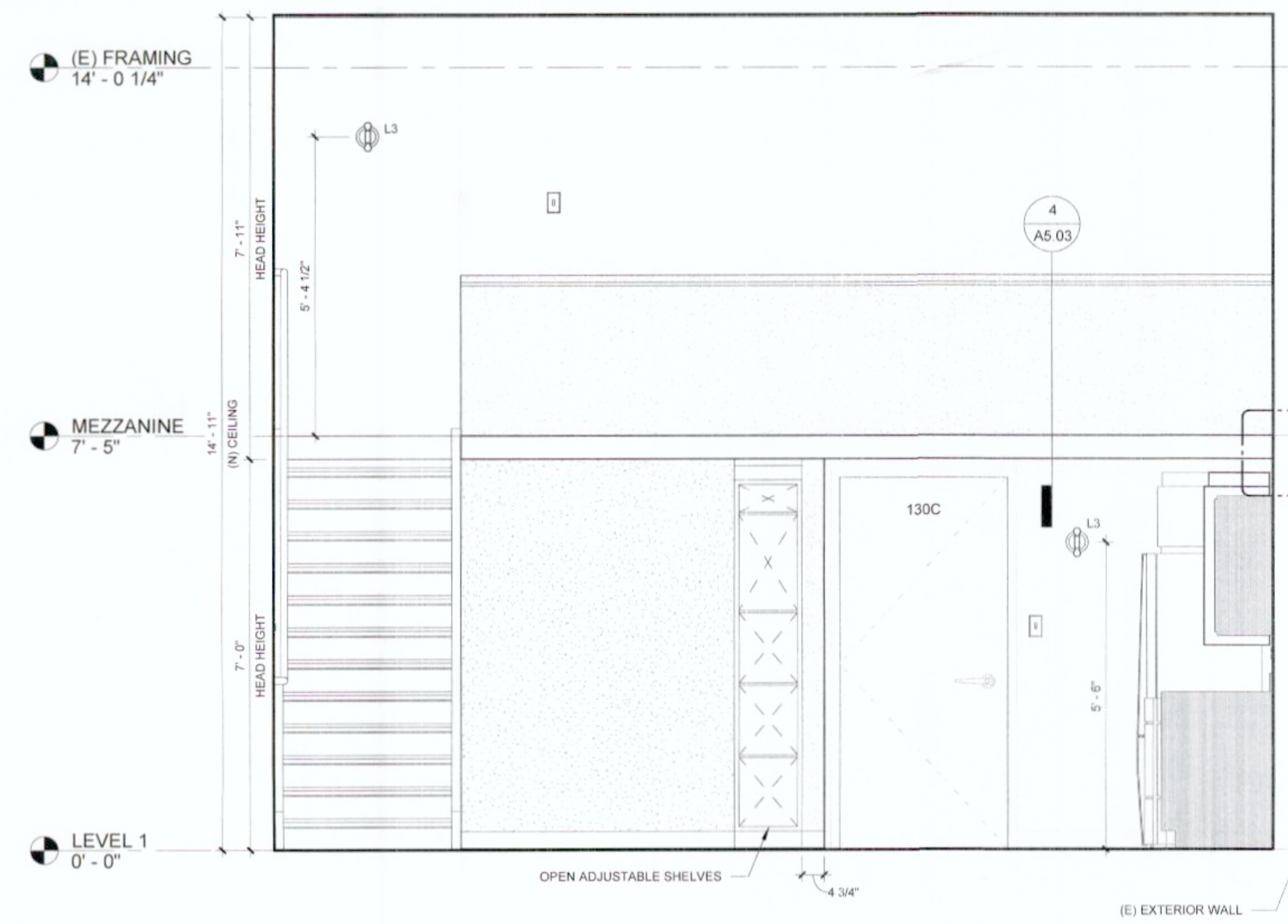
A3.01



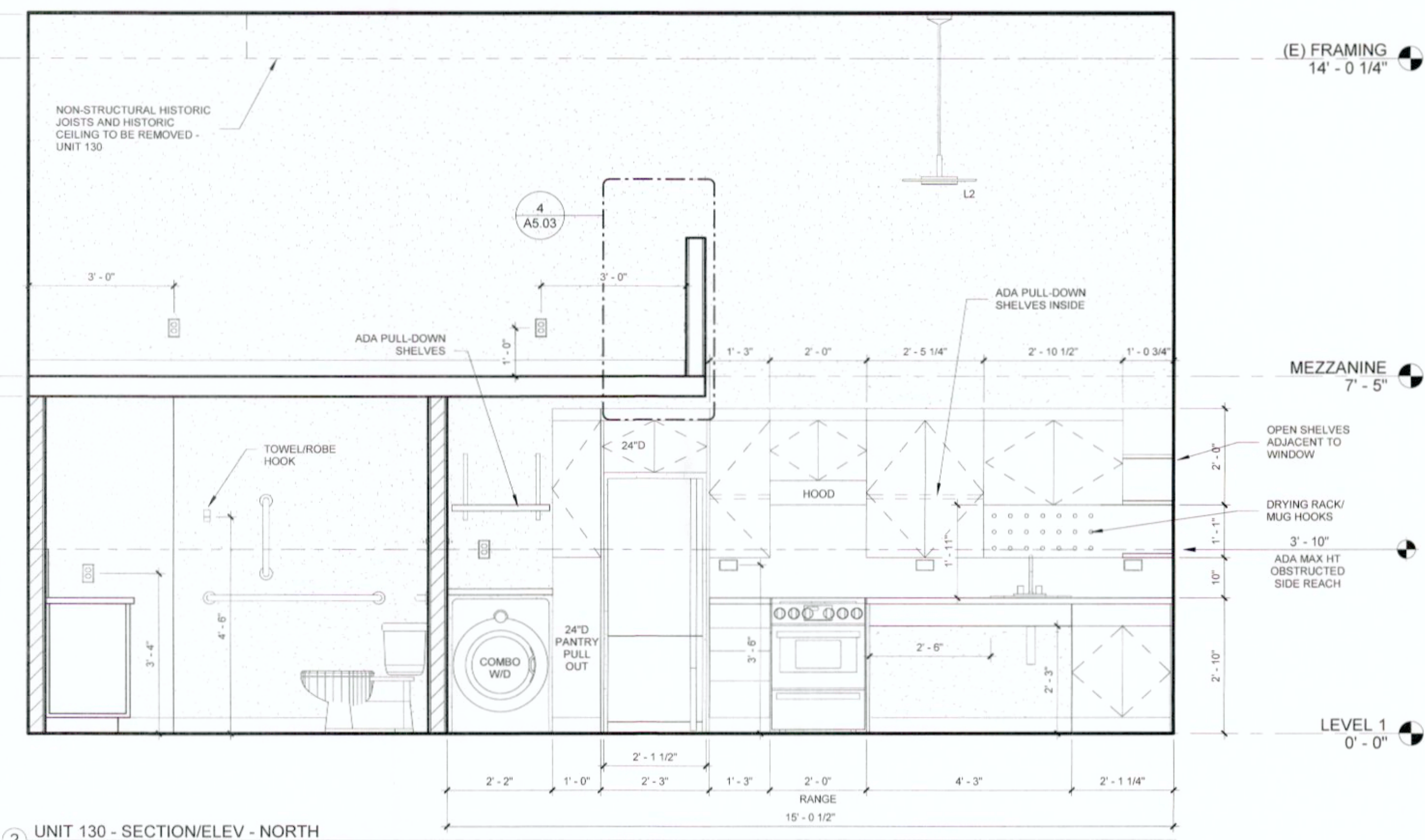


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**INTERIOR ELEV - ADA LIVELINE UNIT**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477



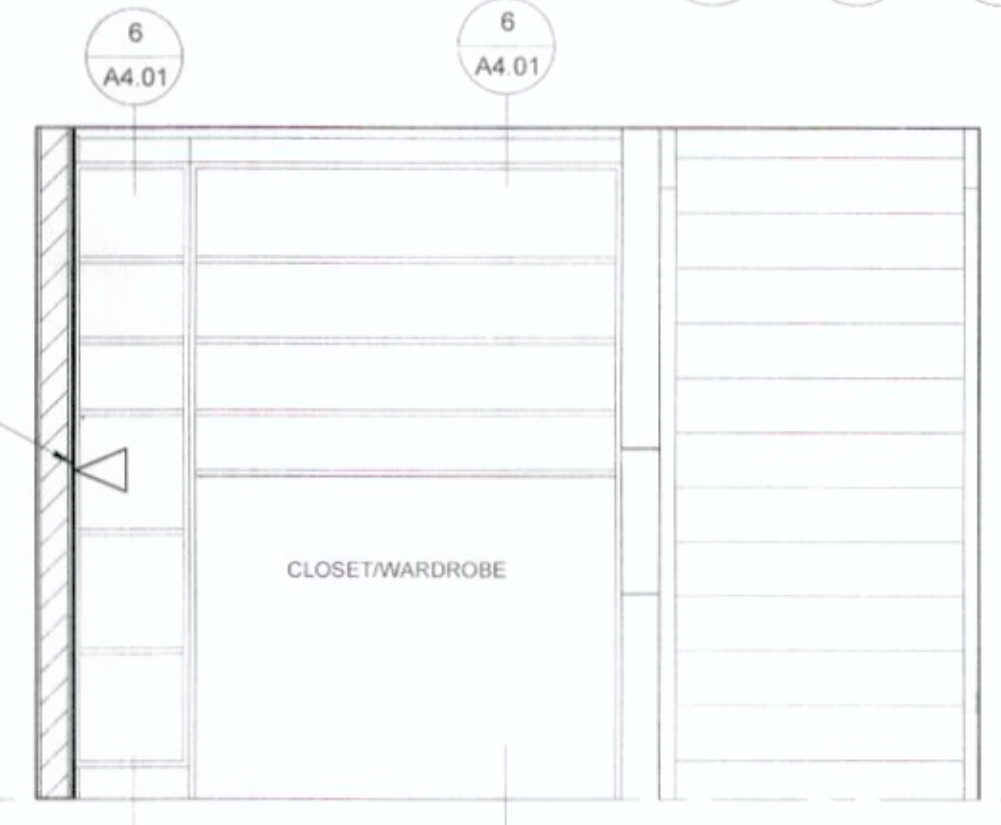
1 UNIT 130 - COMMON AREA - SECTION/ELEVATION  
1/2" = 1'-0"



2 UNIT 130 - SECTION/ELEV - NORTH  
1/2" = 1'-0"

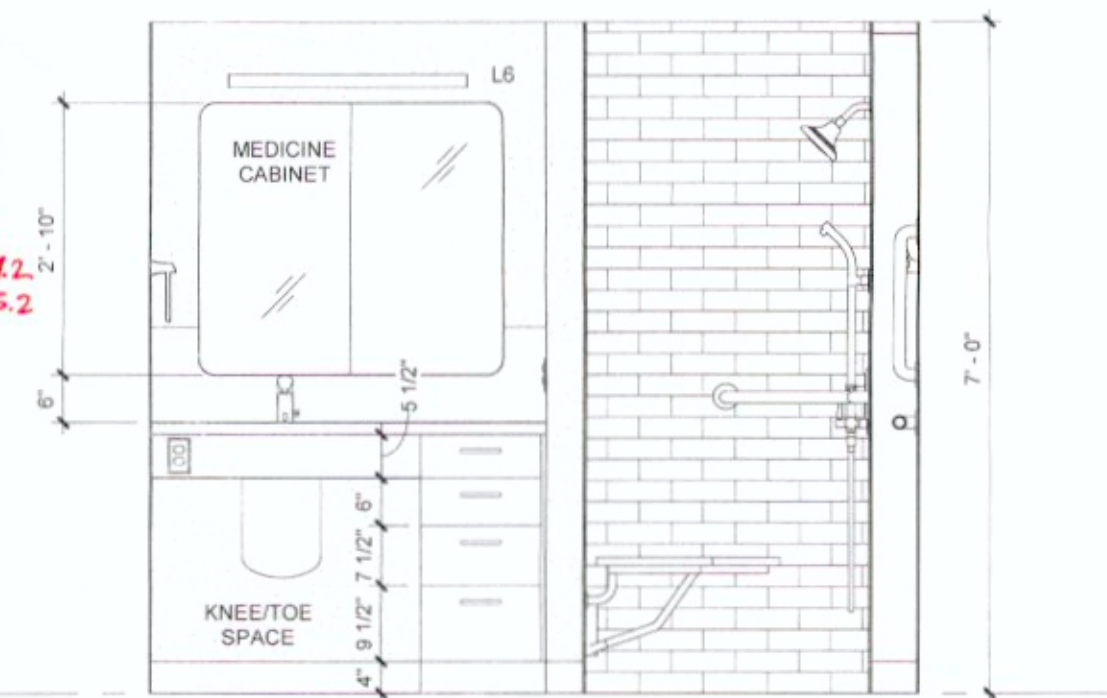


6 NORTH SECTION/ELEV - INNER ROOM  
1/2" = 1'-0"

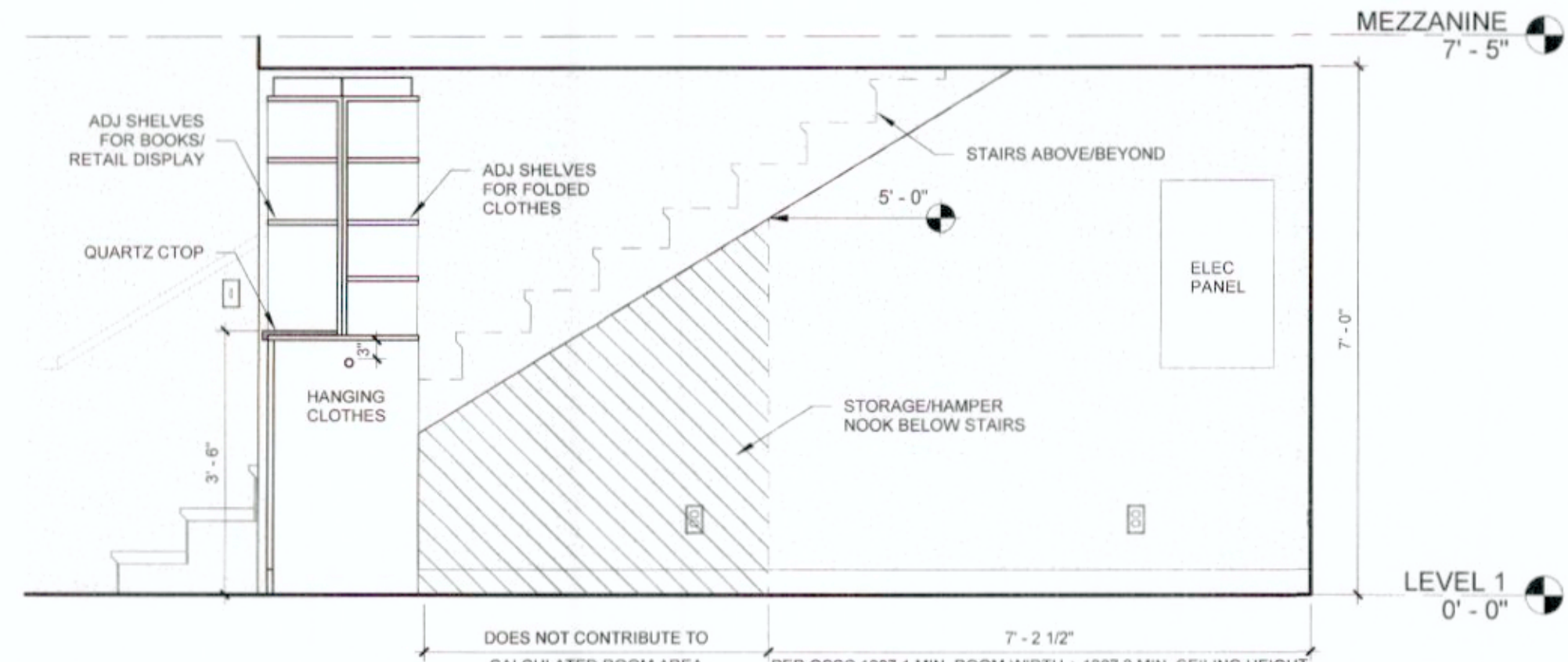


7 EAST SECTION/ELEV - INNER ROOM  
1/2" = 1'-0"

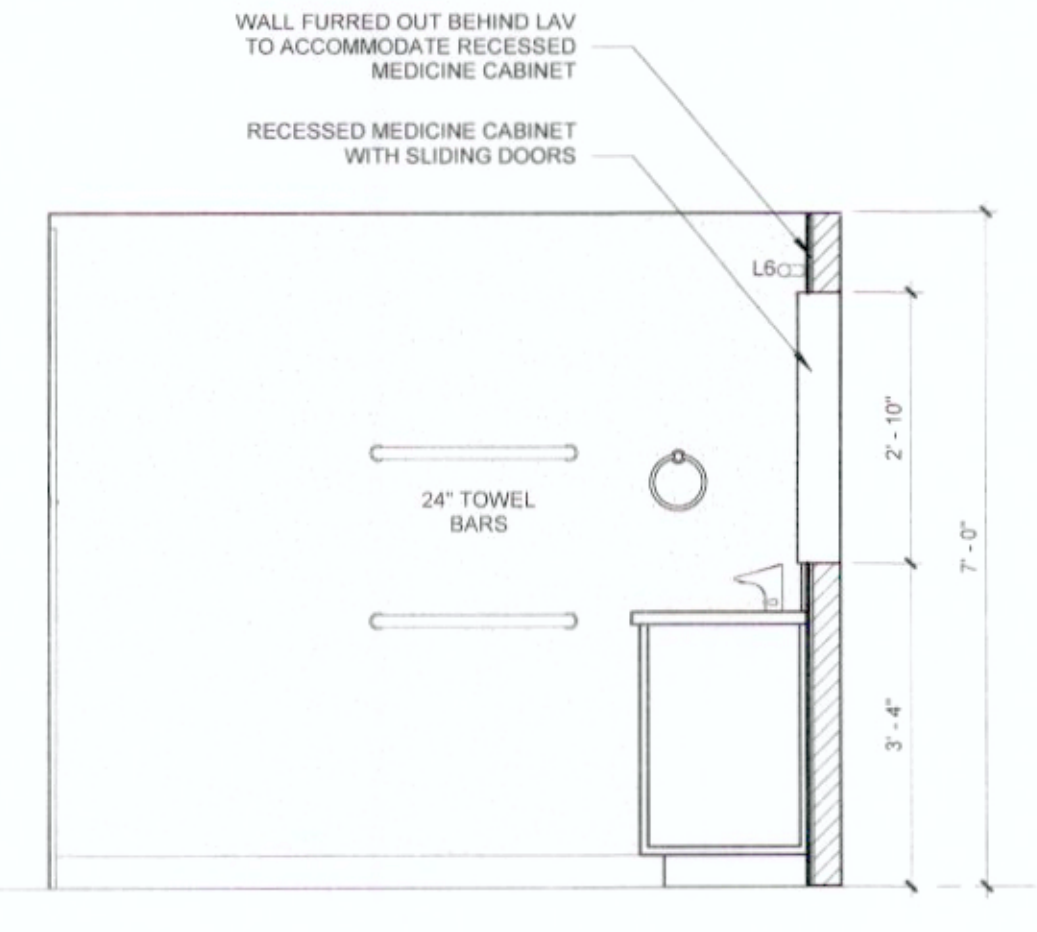
- GENERAL NOTES:**
- 505.2 A mezzanine shall be considered a portion of the story below, & shall not contribute to either the building area or number of stories as regulated by Section 503.1. The area of the mezzanine shall be included in determining the fire area. The clear height above and below the mezzanine floor construction shall be not less than 7 feet (2134 mm).
  - 804.6.6 Refrigerator/Freezer: Combination refrigerators and freezers shall have at least 50 percent of the freezer space 54 inches (1370 mm) maximum above the finish floor or ground. The clear floor or ground space shall be positioned for a parallel approach to the space dedicated to a refrigerator/freezer with the centerline of the clear floor or ground space offset 24 inches (610 mm) maximum from the centerline of the dedicated space.
  - 804.3.1 Clear Floor or Ground Space: A clear floor space complying with 305 positioned for a forward approach shall be provided. The clear floor or ground space shall be centered on the kitchen work surface and shall provide knee and toe clearance complying with 306.



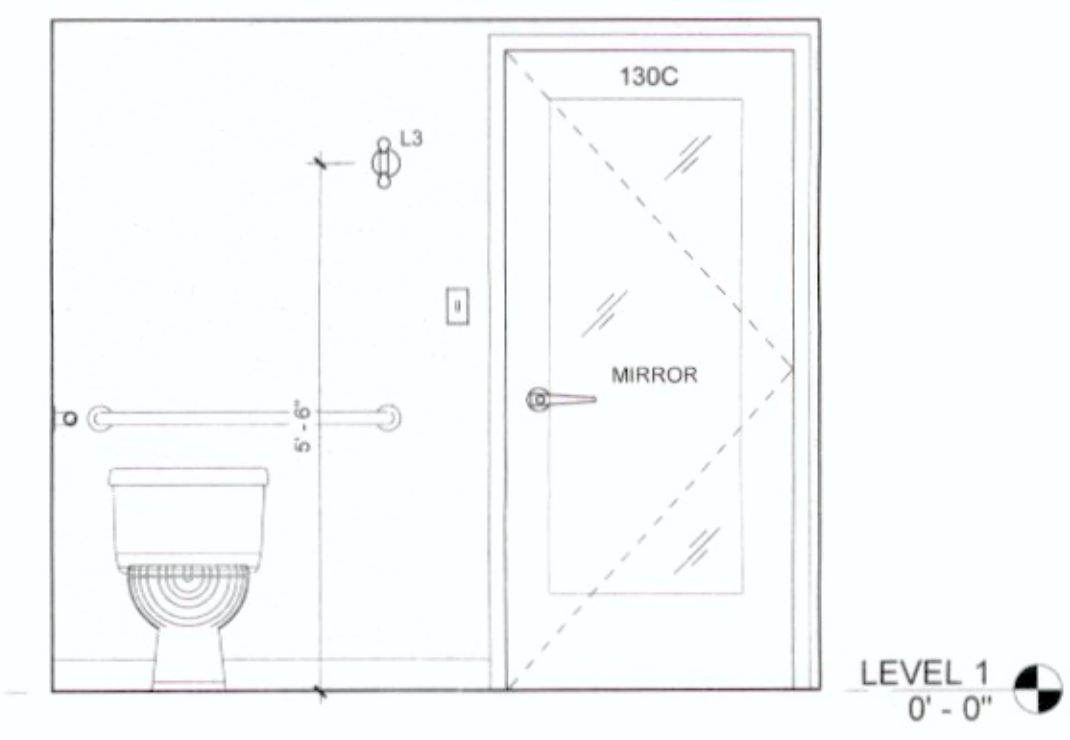
3 UNIT 130 - BATH EAST  
1/2" = 1'-0"



8 SOUTH SECTION/ELEV - INNER ROOM  
1/2" = 1'-0"



5 UNIT 130 - BATH SOUTH  
1/2" = 1'-0"



4 UNIT 130 - BATH WEST  
1/2" = 1'-0"

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



REVISIONS

No.	Description	Date
4	Revision 4	2022.09.30

DATE: 2022.09.30  
JOB: 21006  
SCALE: 1/2" = 1'-0"  
DRAWN BY: BJD  
CHECKED BY: JLF

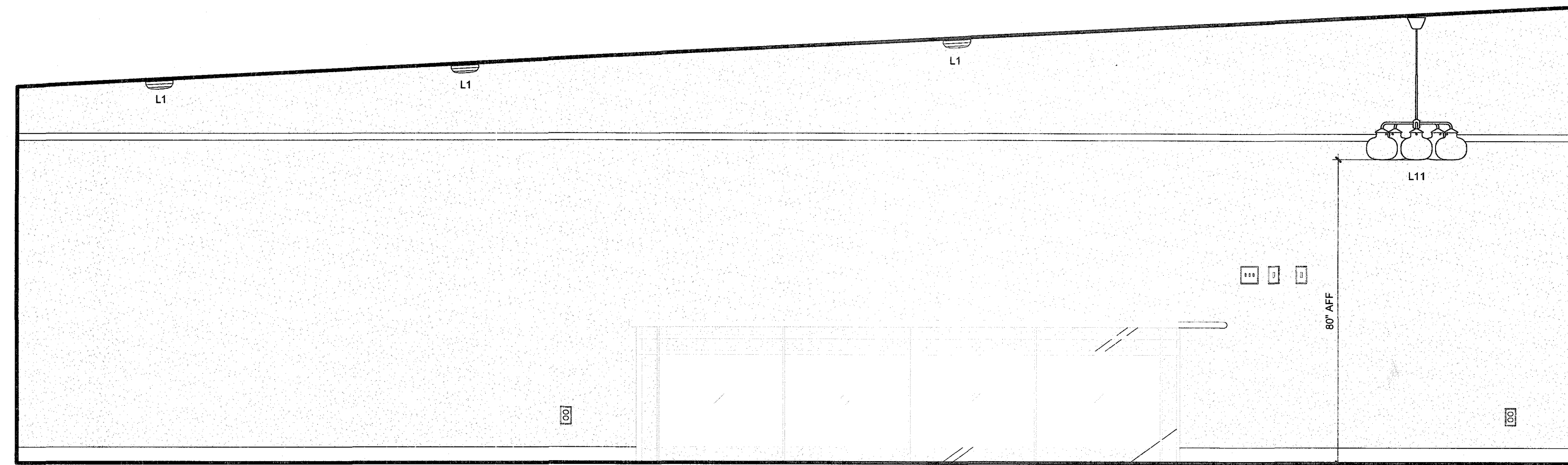
**A4.01**



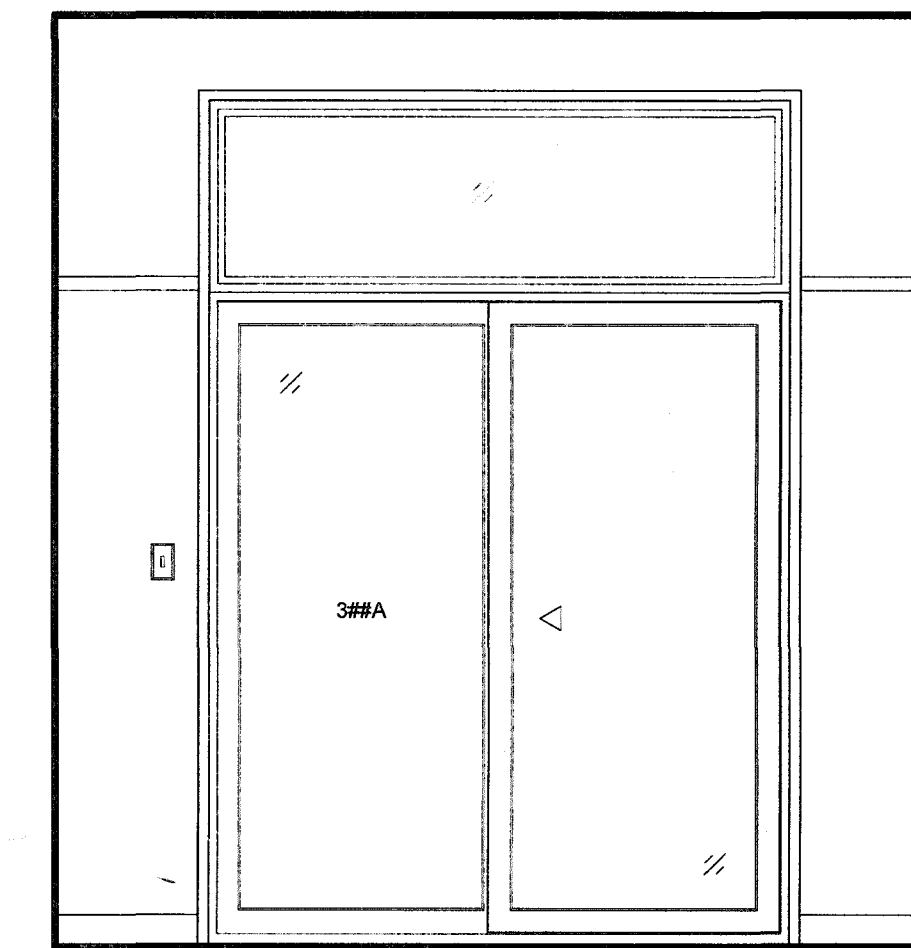


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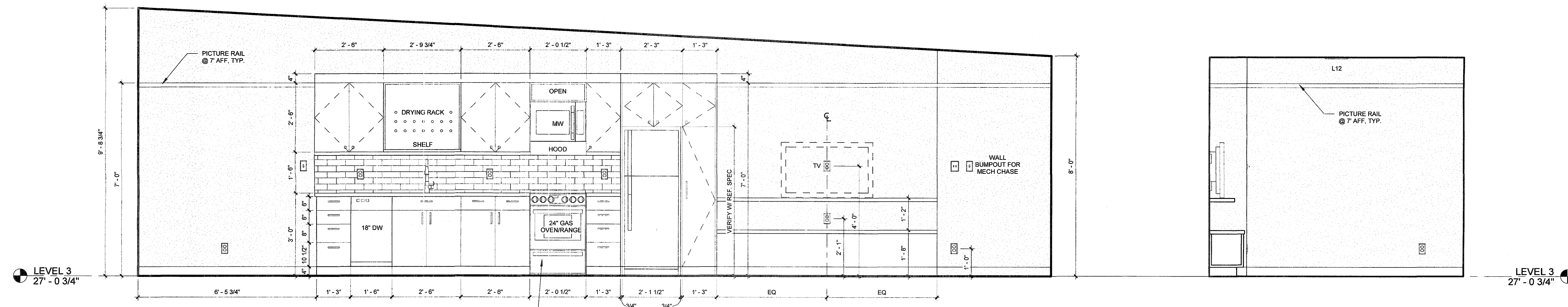
**INTERIOR ELEV - TYPICAL UNIT**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477



1 TYP UNIT - STAIRWELL WALL  
1/2" = 1'-0"



2 TYP UNIT - EAST WALL (BALCONY)  
1/2" = 1'-0"



LEVEL 3  
27' - 0 3/4"

LEVEL 3  
27' - 0 3/4"

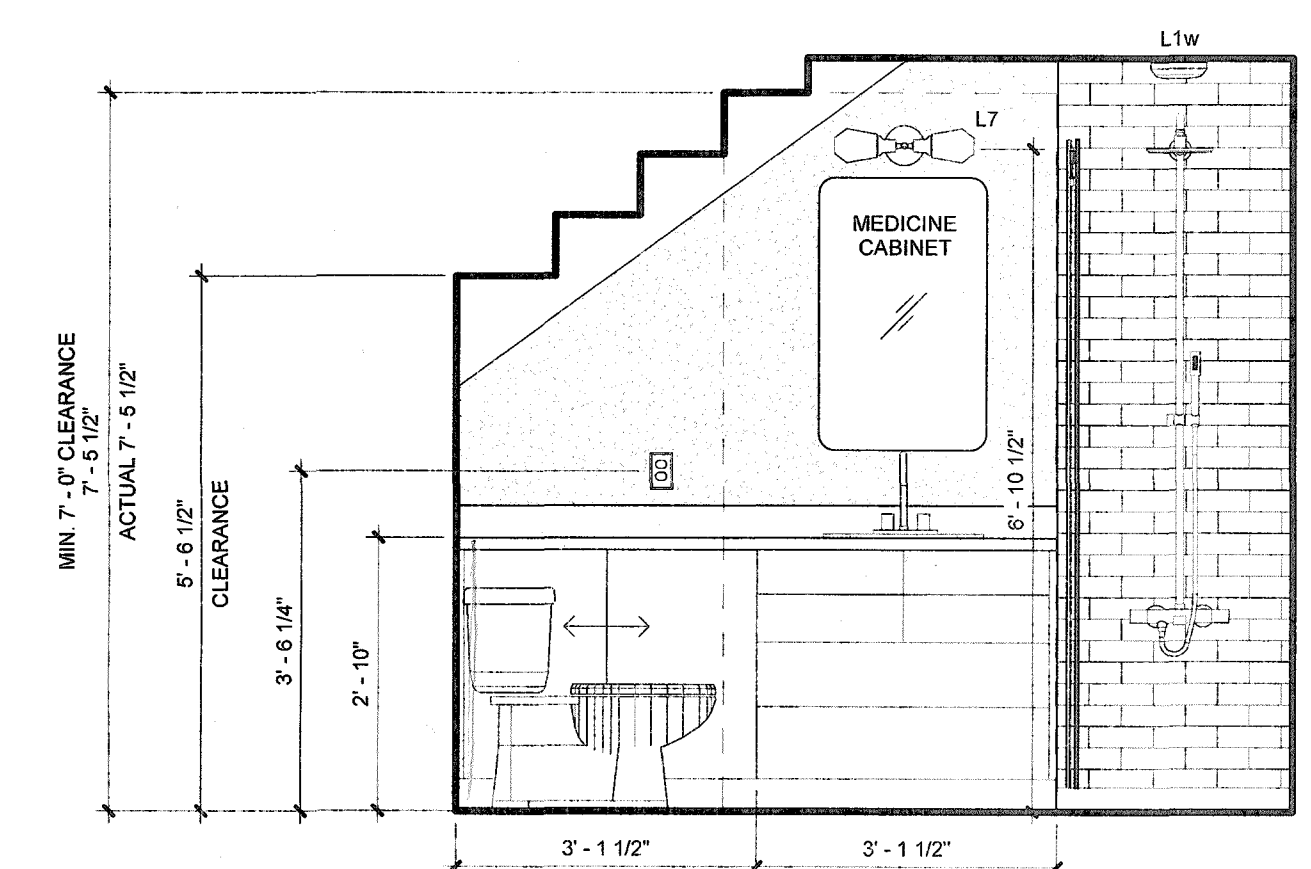
3 TYP UNIT - KITCHEN WALL  
1/2" = 1'-0"

4 TYP UNIT - WEST WALL (LIV RM)  
1/2" = 1'-0"

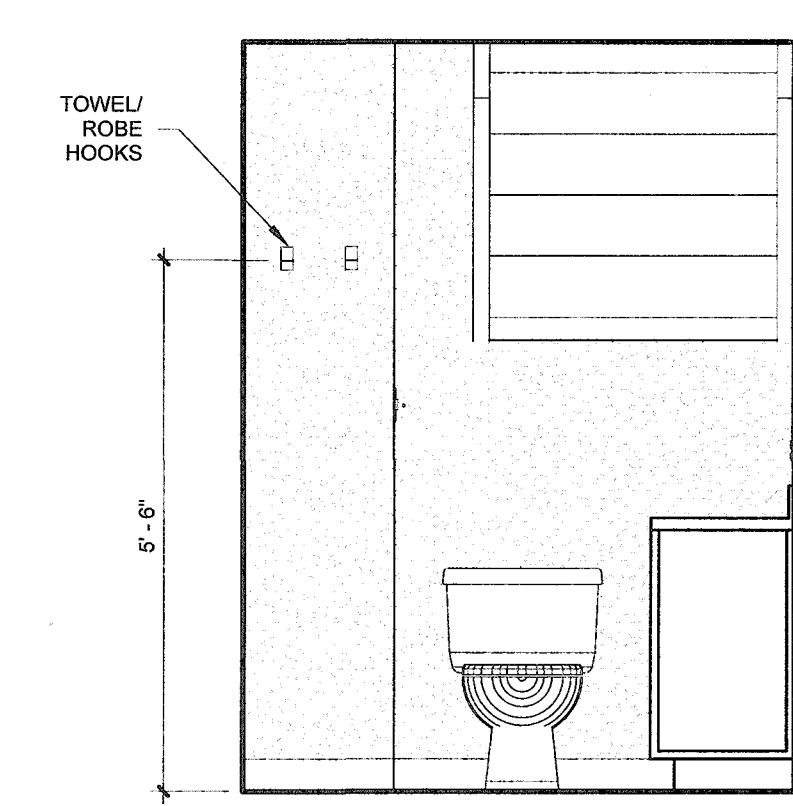
**1208.2 MINIMUM CEILING HEIGHTS**  
OCCUPIABLE SPACES, HABITABLE SPACES AND CORRIDORS SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET 8 INCHES (2286 MM). BATHROOMS, TOILET ROOMS, KITCHENS, STORAGE ROOMS AND LAUNDRY ROOMS SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET (84").

**EXCEPTIONS**  
2. IF ANY ROOM IN A BUILDING HAS A SLOPED CEILING, THE PRESCRIBED CEILING HEIGHT FOR THE ROOM IS REQUIRED IN ONE-HALF THE AREA THEREOF. ANY PORTION OF THE ROOM MEASURING LESS 5 FT (60") FROM THE FINISHED FLOOR TO THE CEILING SHALL NOT BE INCLUDED IN ANY COMPUTATION OF THE MINIMUM AREA THEREOF.

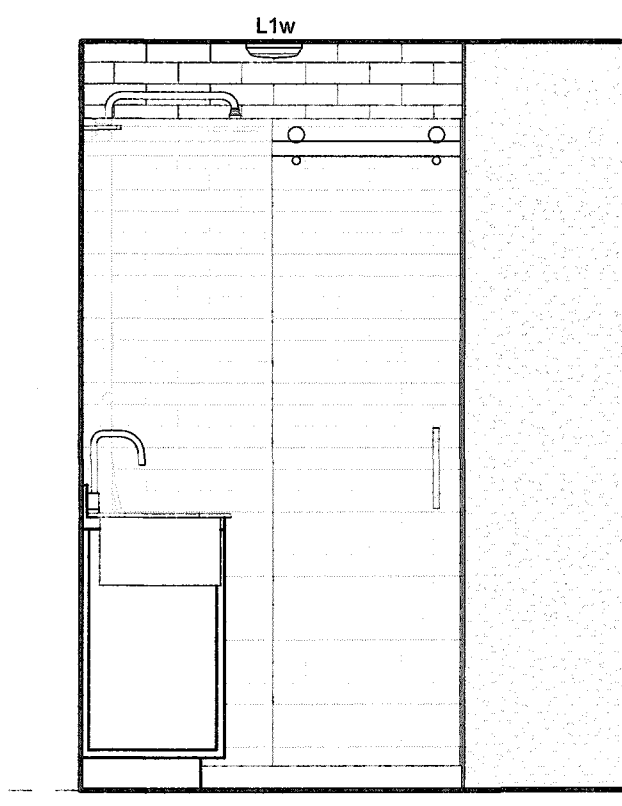
Brian  
copy



5 UNIT WC CASEWORK, TYP.  
1/2" = 1'-0"



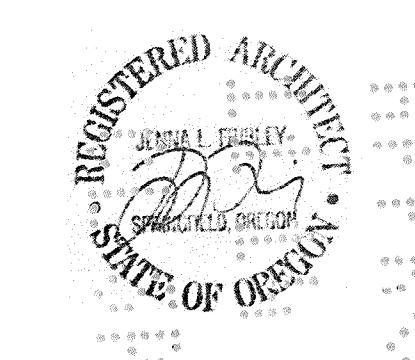
6 UNIT WC TOILET, TYP.  
1/2" = 1'-0"



7 SHOWER  
1/2" = 1'-0"

LEVEL 2  
18' - 2"

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



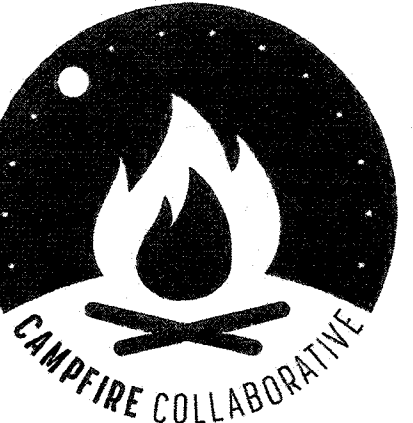
REVISIONS:

No.	Description	Date

DATE 2022.09.30  
JOB 21006  
SCALE 1/2" = 1'-0"  
DRAWN BY BJD  
CHECKED BY JLF

A4.02

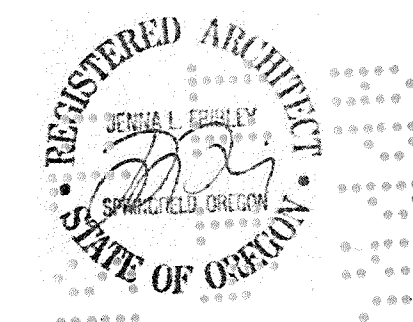




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**INTERIOR ELEV - TYPICAL UNIT**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.

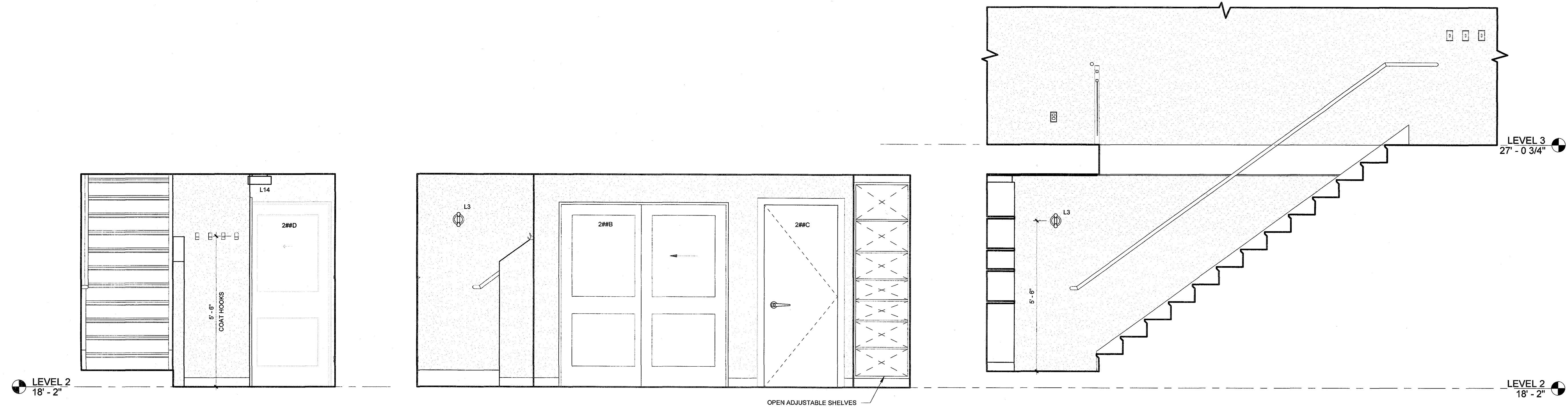


REVISIONS:

No.	Description	Date

DATE: 2022.09.30  
JOB: 21006  
SCALE: 1/2" = 1'-0"  
DRAWN BY: BJD  
CHECKED BY: JLF

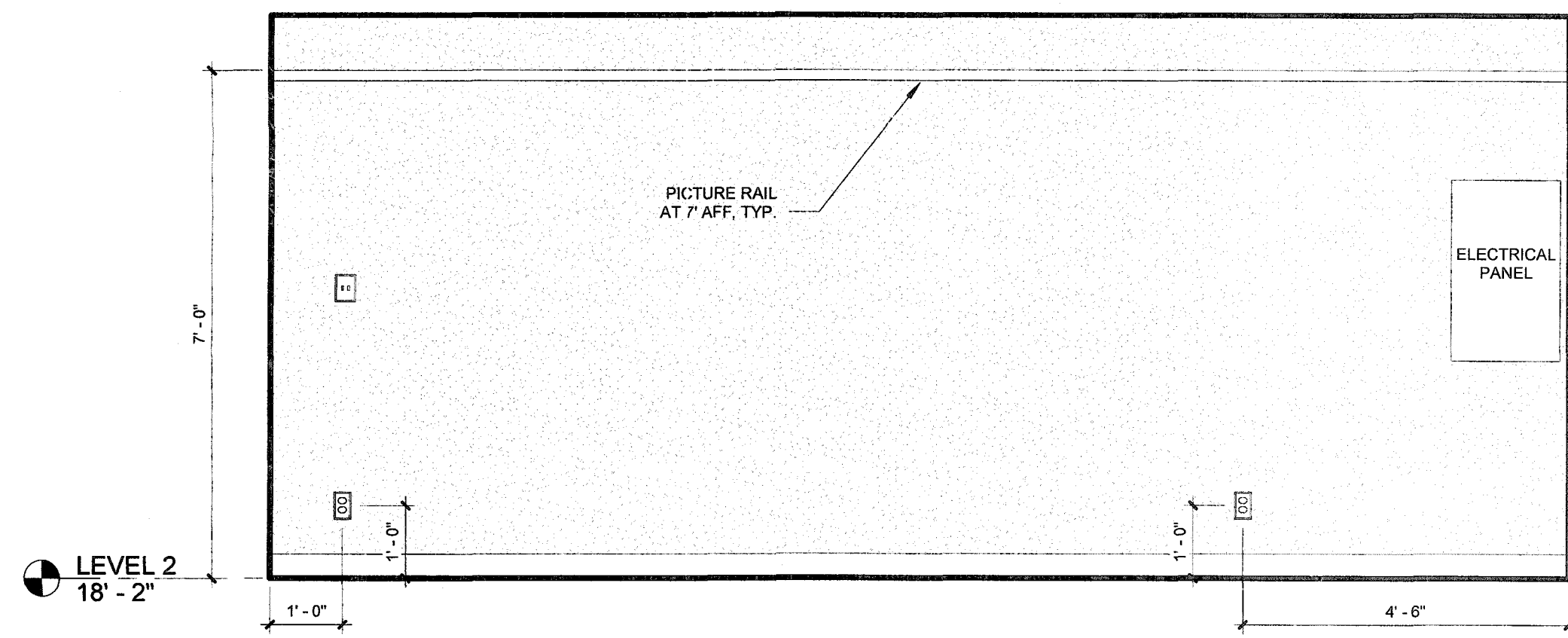
**A4.03**



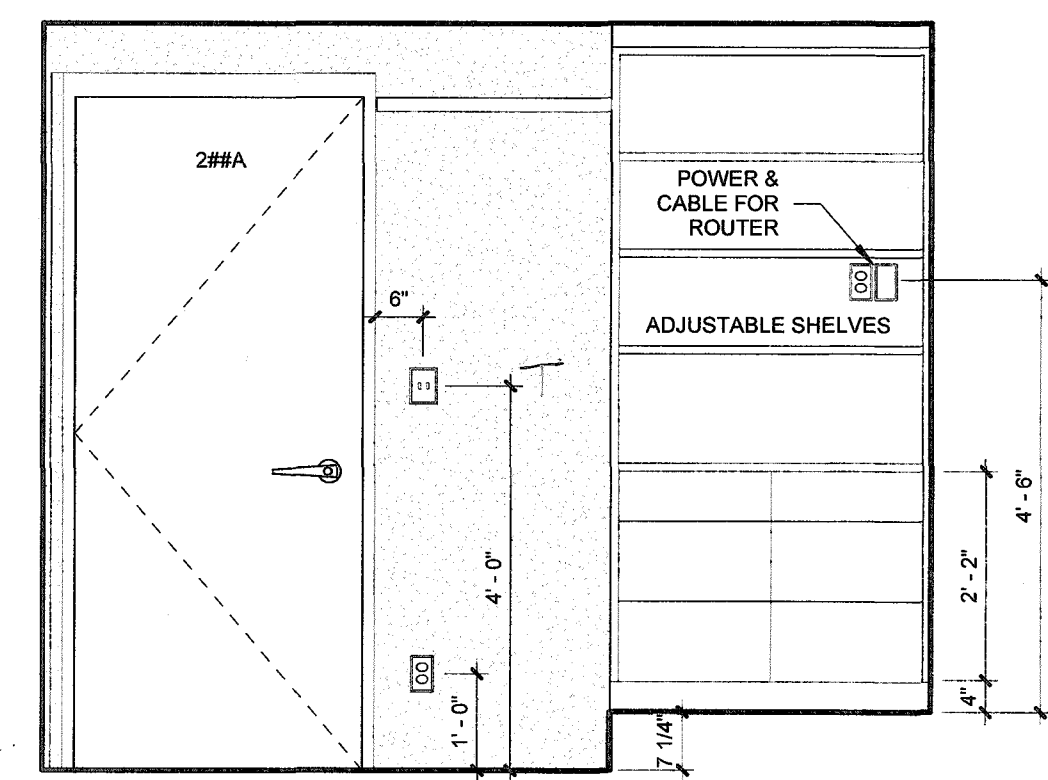
1 TYP UNIT - ENTRY FOYER  
1/2" = 1'-0"

2 TYP UNIT - HALL CLOSET  
1/2" = 1'-0"

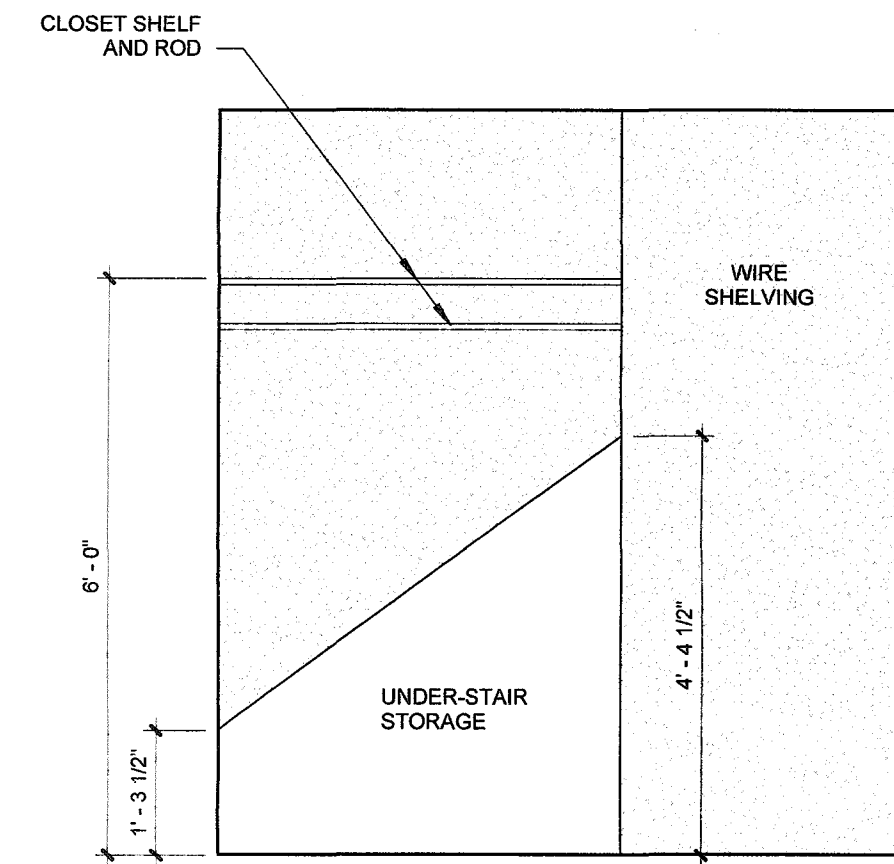
3 TYP UNIT - STAIRS + STORAGE  
1/2" = 1'-0"



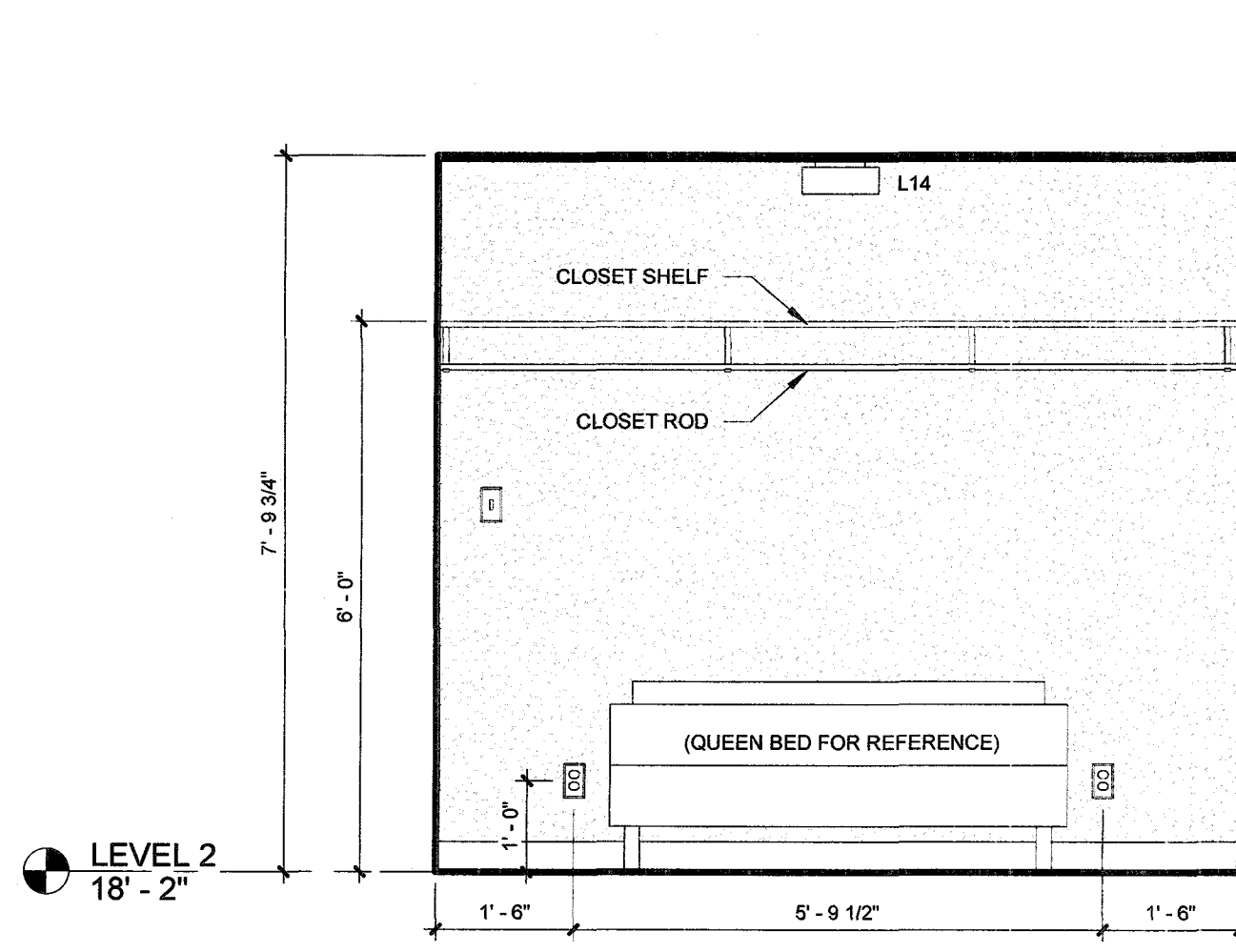
4 TYP UNIT - HALLWAY/DEMISING WALL  
1/2" = 1'-0"



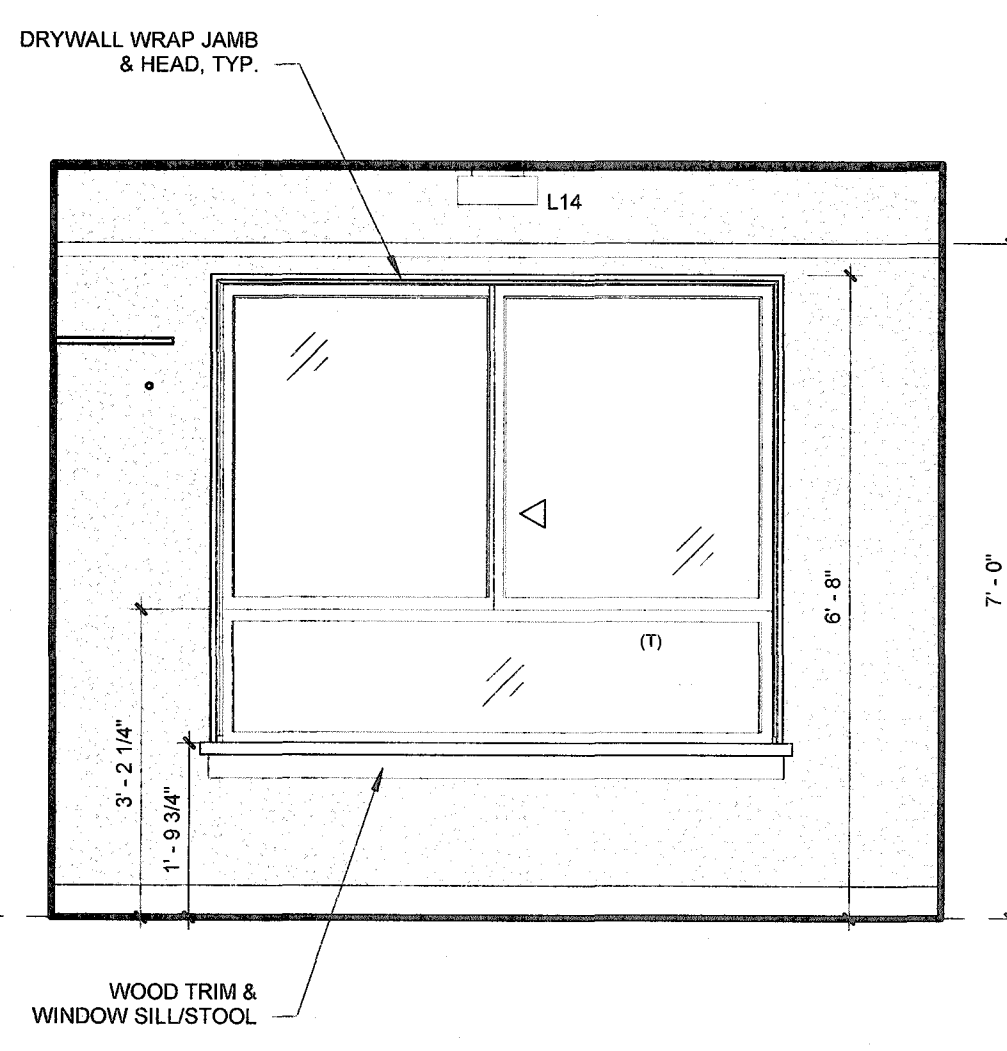
5 UNIT STAIR STORAGE, TYP.  
1/2" = 1'-0"



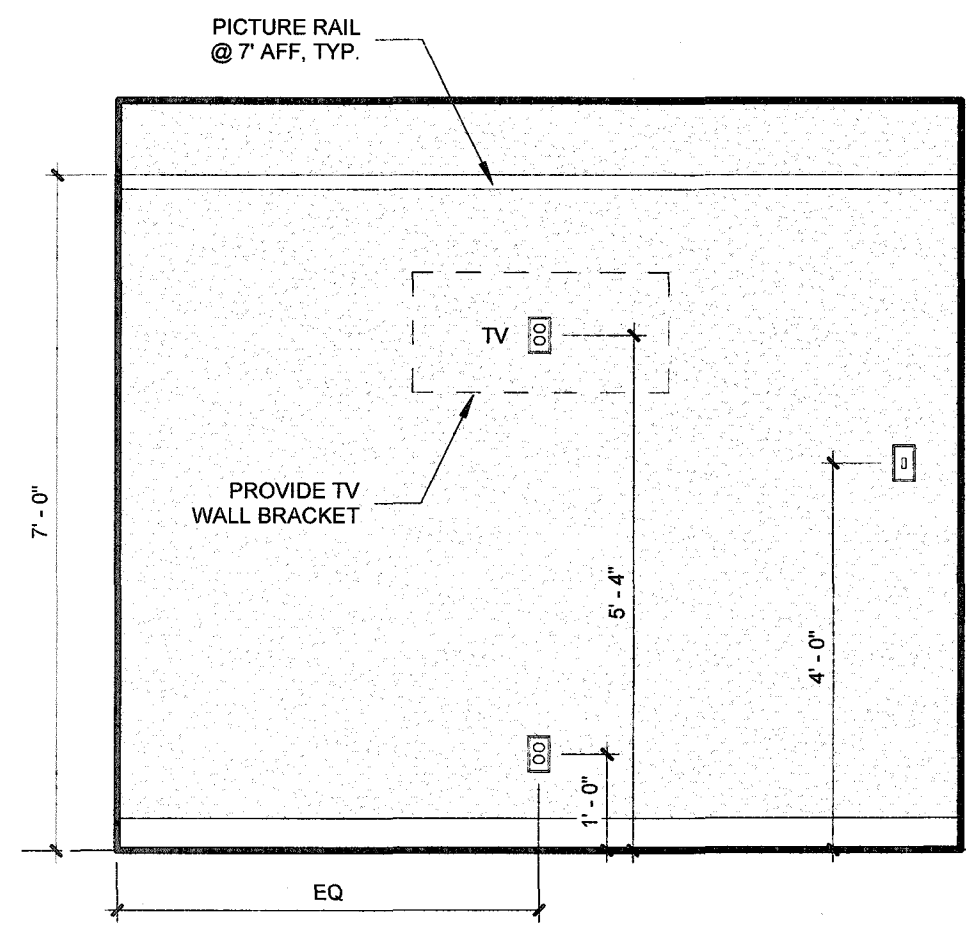
6 UNIT CLOSET & UNDER STAIR, TYP.  
1/2" = 1'-0"



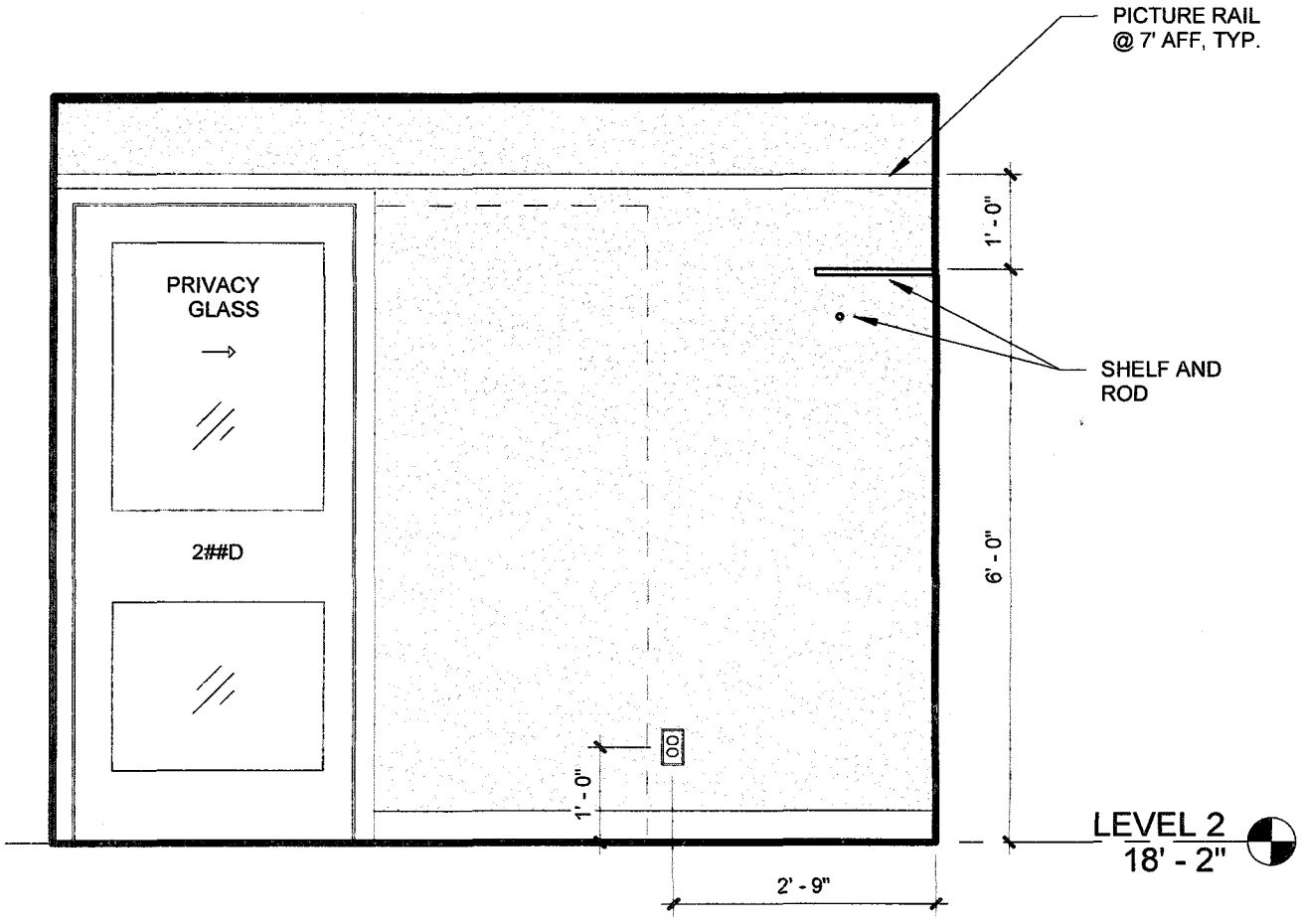
7 TYP UNIT - BEDROOM 1  
1/2" = 1'-0"



8 TYP UNIT - BEDROOM 2  
1/2" = 1'-0"



9 TYP UNIT - BEDROOM 3  
1/2" = 1'-0"



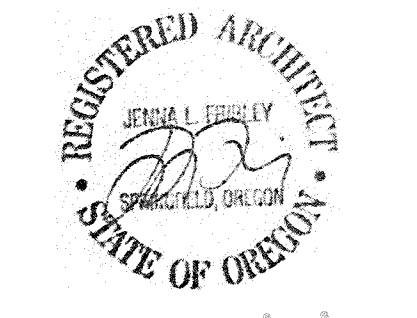
10 TYP UNIT - BEDROOM 4  
1/2" = 1'-0"



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**INTERIOR ELEV - LOBBY**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.

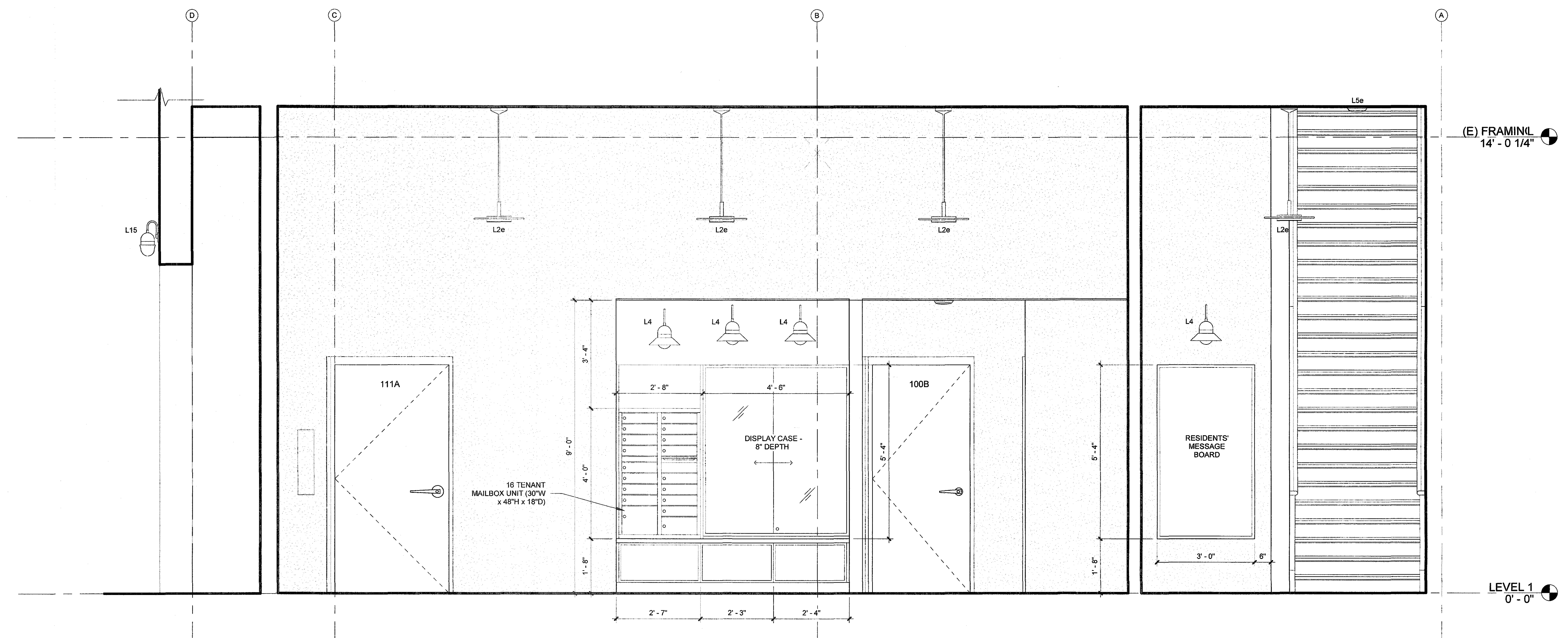


REVISIONS:

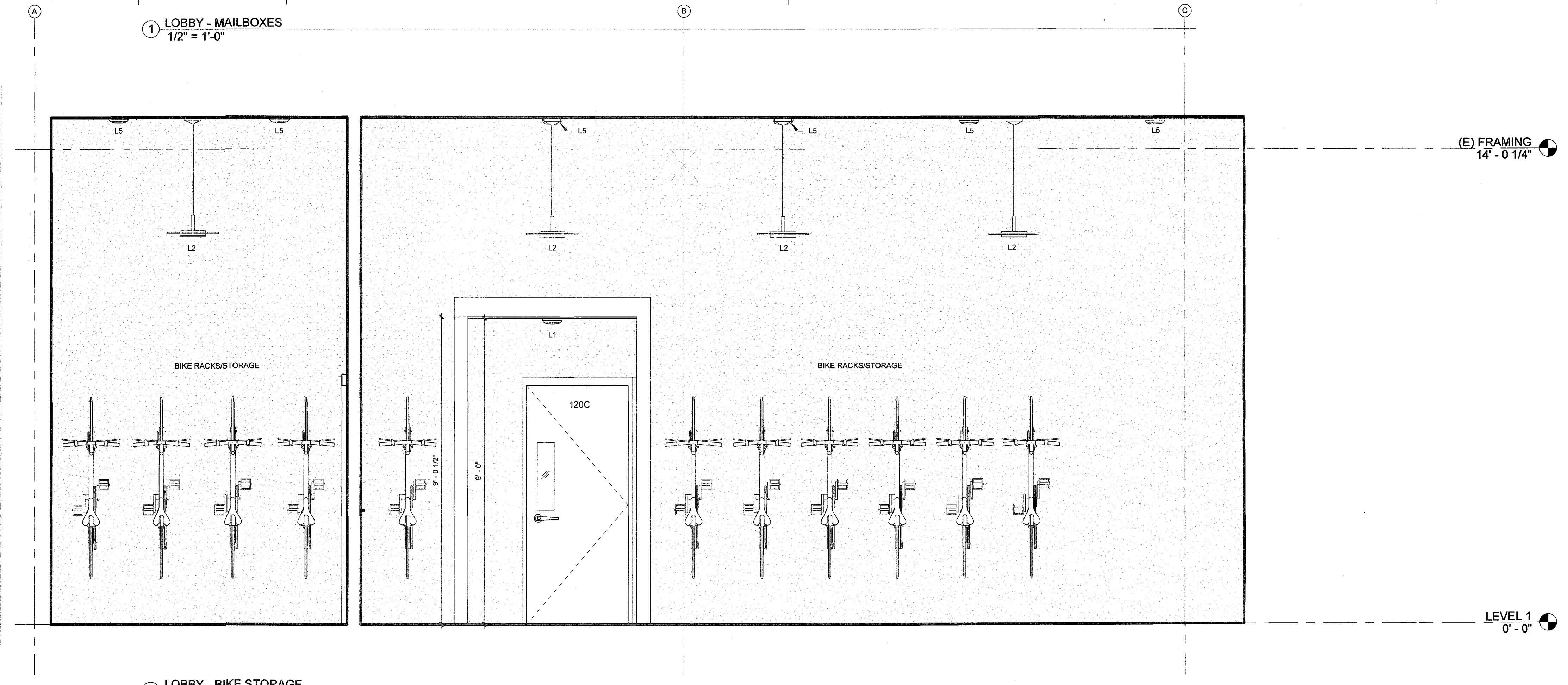
No.	Description	Date

DATE: 2022.09.30  
JOB: 21006  
SCALE: 1/2" = 1'-0"  
DRAWN BY: Author  
CHECKED BY: Checker

**A4.04**



① LOBBY - MAILBOXES  
1/2" = 1'-0"



② LOBBY - BIKE STORAGE  
1/2" = 1'-0"

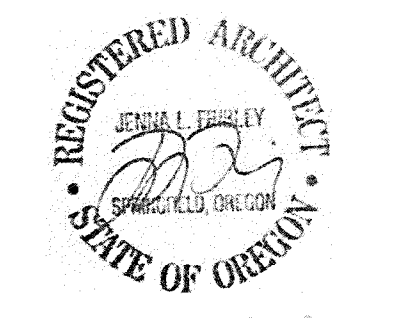




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**INTERIOR ELEV - LVL 2 HALL**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



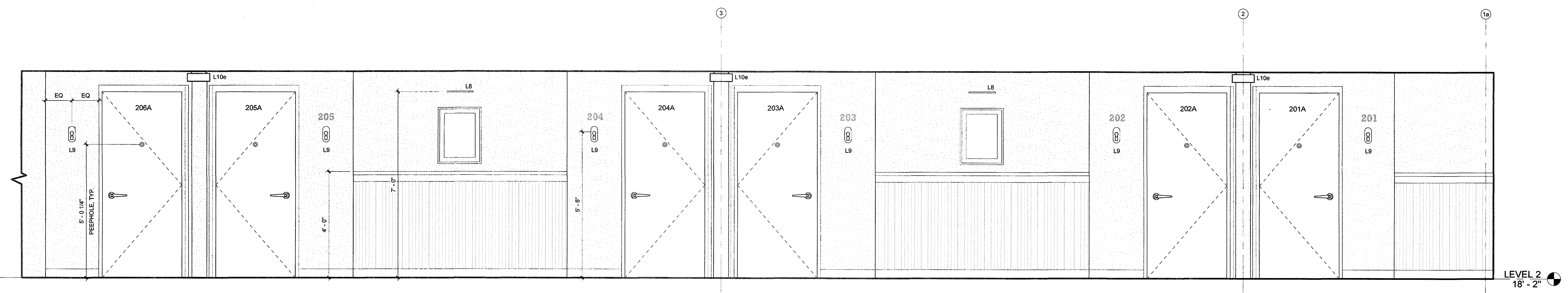
REVISIONS:

No.	Description	Date

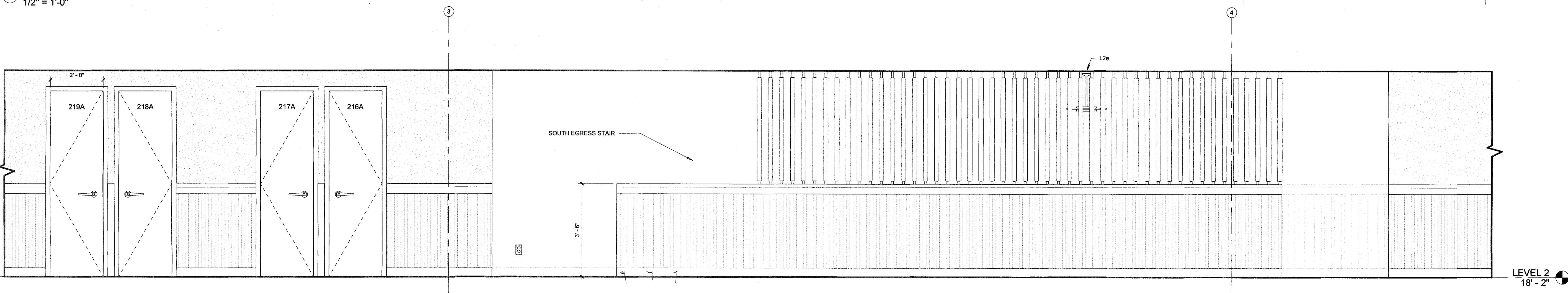
DATE 2022.09.30  
JOB 21006  
SCALE 1/2" = 1'-0"  
DRAWN BY Author  
CHECKED BY Checker

**A4.05**

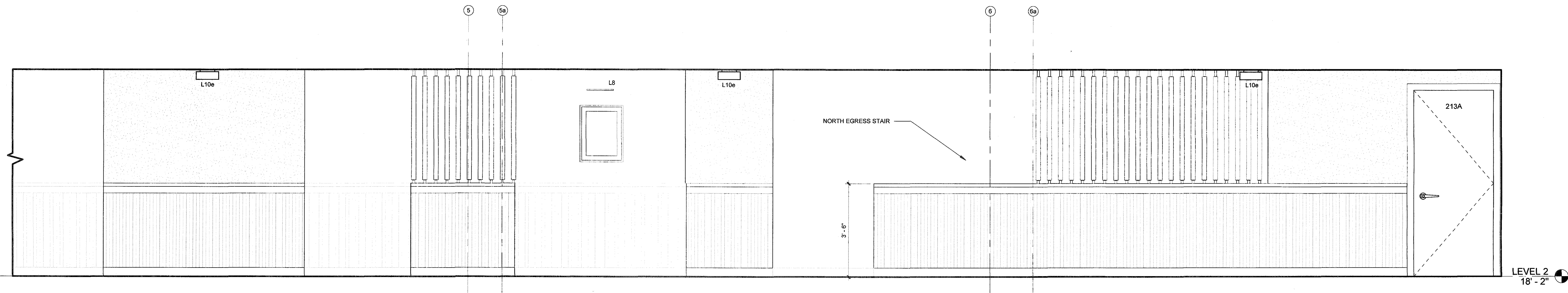
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① LEVEL 2 CORRIDOR - UNIT DOORS  
1/2" = 1'-0"



② LEVEL 2 CORRIDOR - SOUTH END  
1/2" = 1'-0"



③ LEVEL 2 CORRIDOR - NORTH END  
1/2" = 1'-0"





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**DETAILS - WALL ASSEMBLIES**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477



No.	Description	Date
4	Revision 4	2022.09.30

DATE	2022.09.30
JOB	21006
SCALE	As indicated
DRAWN BY	JLF
CHECKED BY	JLF

**A5.01**

PLOTTED ON: 10/2/2022 3:49:53 PM

**GENERAL NOTES:**

1. @ WET/PLUMBING LOCATIONS MAY SUBSTITUTE TO MOISTURE RESISTANT BOARD

**WALL ASSEMBLY: GA WP 1012 (1 HR FIRE, STC 55-59)**

ONE LAYER 5/8" TYPE X GYPSUM SOUND BOARD APPLIED PARALLEL TO EACH SIDE OF 3-5/8" 33MIL STEEL STUDS 16" O.C. w/ 1" TYPE S SCREWS 8" O.C. AT VERTICAL JOINTS AND 12" O.C. AT FLOOR AND CEILING RUNNERS AND INTERMEDIATE STUDS. JOINTS STAGGERED 16" ON OPPOSITE SIDES. FRICTION FIT 3-1/2" FIBER INSULATION IN STUD SPACE.

=> PROPRIETARY WALL ASSEMBLY UTILIZING CERTAINTED SILENT FX QUICK CUT G.W.B.

=> GRID LINE 4 & 6a: 6" METAL STUDS (600 S162-68, 600 S200-68, OR 600 S250-54)

=> GRID LINE 6a: 5-1/2" METAL STUDS

**WALL ASSEMBLY: GA WP 8004 (1 HR FIRE, EXTERIOR)**

EXTERIOR SIDE: ONE LAYER 7/16" PROPRIETARY FIBER-CEMENT BOARD APPLIED PARALLEL TO 3 5/8" STEEL STUDS 16" O.C. w/ 1" NO 8-18 x 0.323" HEAD DIAMETER RIBBED BUGLE HEAD SCREWS 8" O.C. 3-1/2" MINERAL FIBER INSULATION Batts OR BLANKETS, 3.0 PCF, IN STUD SPACE.

=> PROPRIETARY WALL ASSEMBLY UTILIZING 5/8" CERTAINTED TYPE X GYPSUM BOARD **ProRed**

=> STAGGERED STUD ASSEMBLY AND UPGRADED INSULATION TO MEET/EXCEED ENERGY CODE REQ.

=> UPGRADE TO TYPE X SOUND BOARD FOR REDUCTION OF STREET NOISE

**WALL ASSEMBLY: GA WP 1011 (1 HR FIRE, STC 55-59)**

ONE LAYER 5/8" TYPE X GYPSUM SOUND BOARD APPLIED PARALLEL TO ONE SIDE OF 3-5/8" 18 MIL STEEL STUDS 24" O.C. w/ 1" TYPE S SCREWS 8" O.C. AT VERTICAL JOINTS AND 12" O.C. AT FLOOR AND CEILING RUNNERS AND INTERMEDIATE STUDS. OPPOSITE SIDE: ONE LAYER 5/8" 5/8" TYPE X G.W.B. APPLIED PARALLEL TO STUDS WITH 1" TYPE S SCREWS 8" O.C. AT VERTICAL JOINTS AND 12" O.C. AT FLOOR AND CEILING RUNNERS AND INTERMEDIATE STUDS. JOINTS STAGGERED 24" ON OPPOSITE SIDES. FRICTION FIT 3-1/2" GLASS FIBER INSULATION IN STUD SPACE.

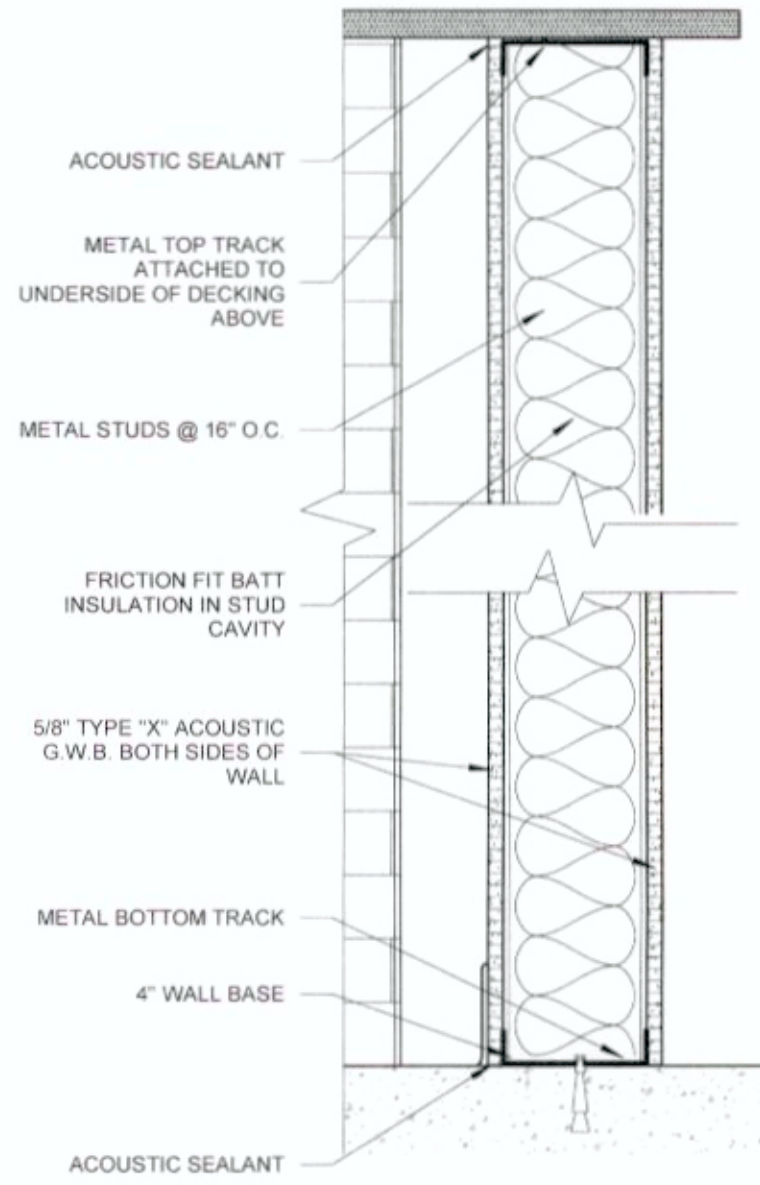
=> PROPRIETARY WALL ASSEMBLY UTILIZING CERTAINTED SILENT FX QUICK CUT G.W.B. AND CERTAINTED TYPE X GYPSUM BOARD

=> INCREASED ASSEMBLY THICKNESS FROM 4 7/8" TO 6 3/4" WITH STAGGERED STUDS

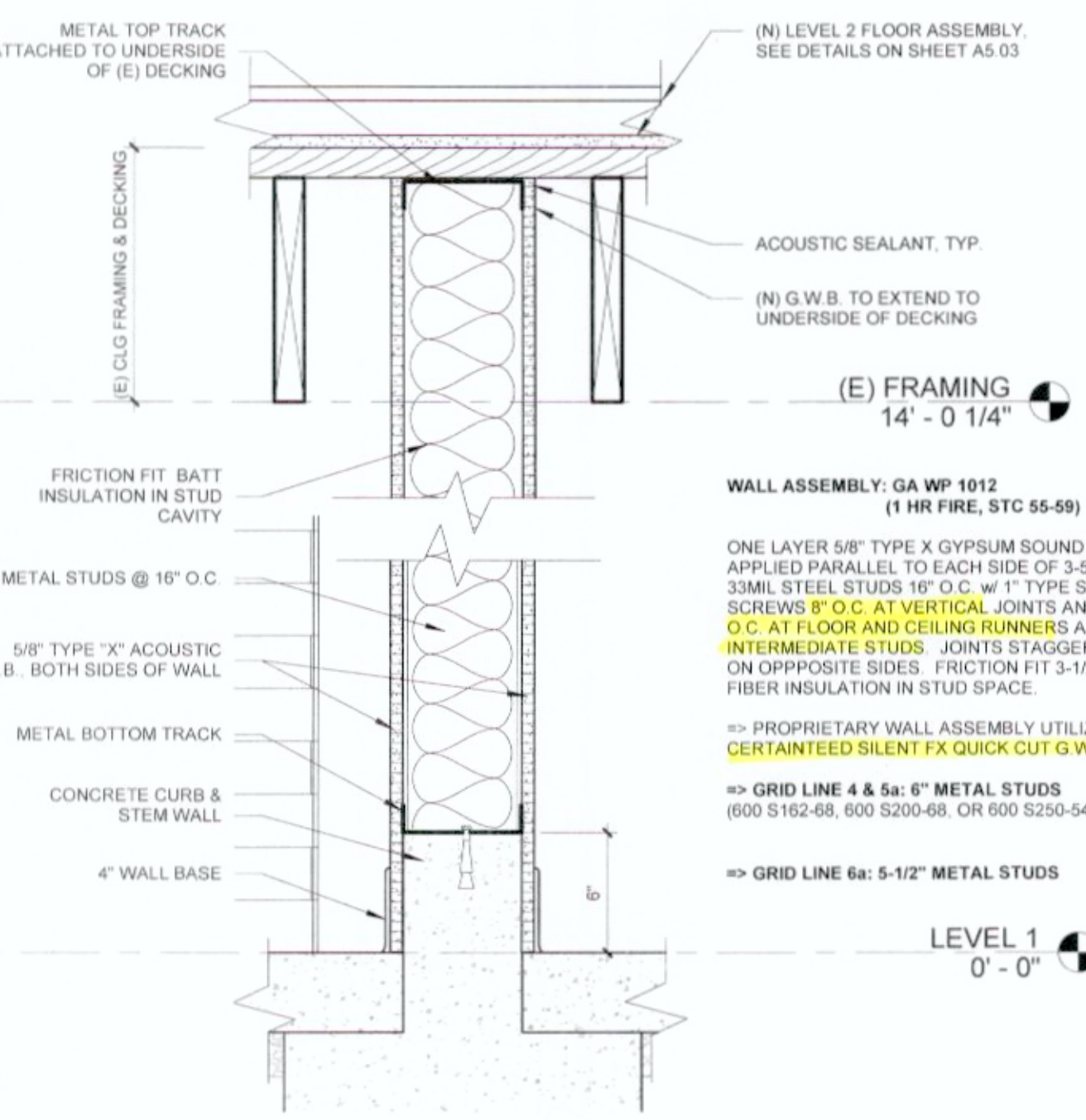
• REDUCES THERMAL AND SOUND BRIDGING

• SATISFIES STRUCTURAL LOAD (SEE ENGINEERING CALCS)

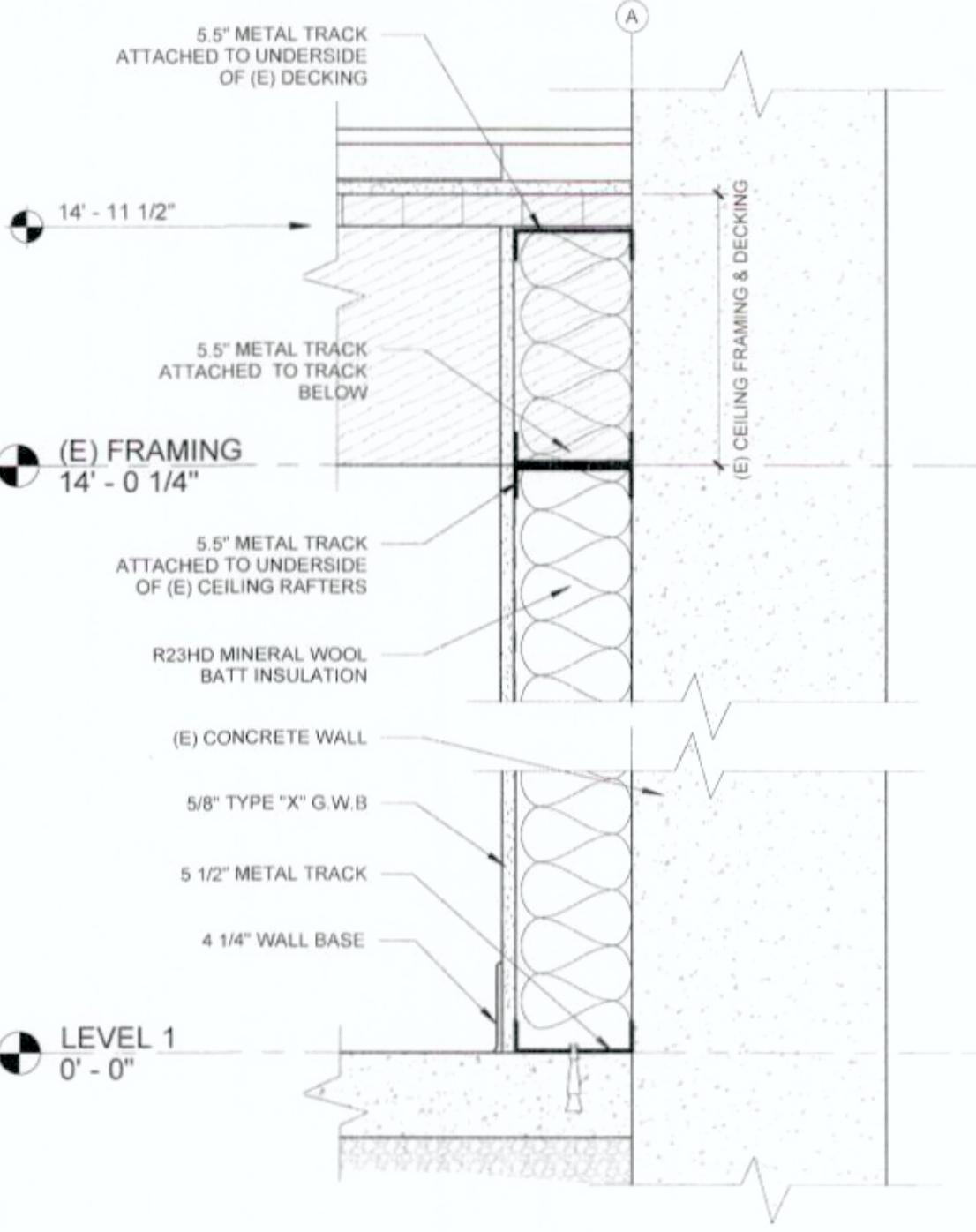
=> INSTALL SOUND BOARD ON BOTH SIDES OF WALL ASSEMBLY TO FURTHER INCREASE ACOUSTIC PERFORMANCE



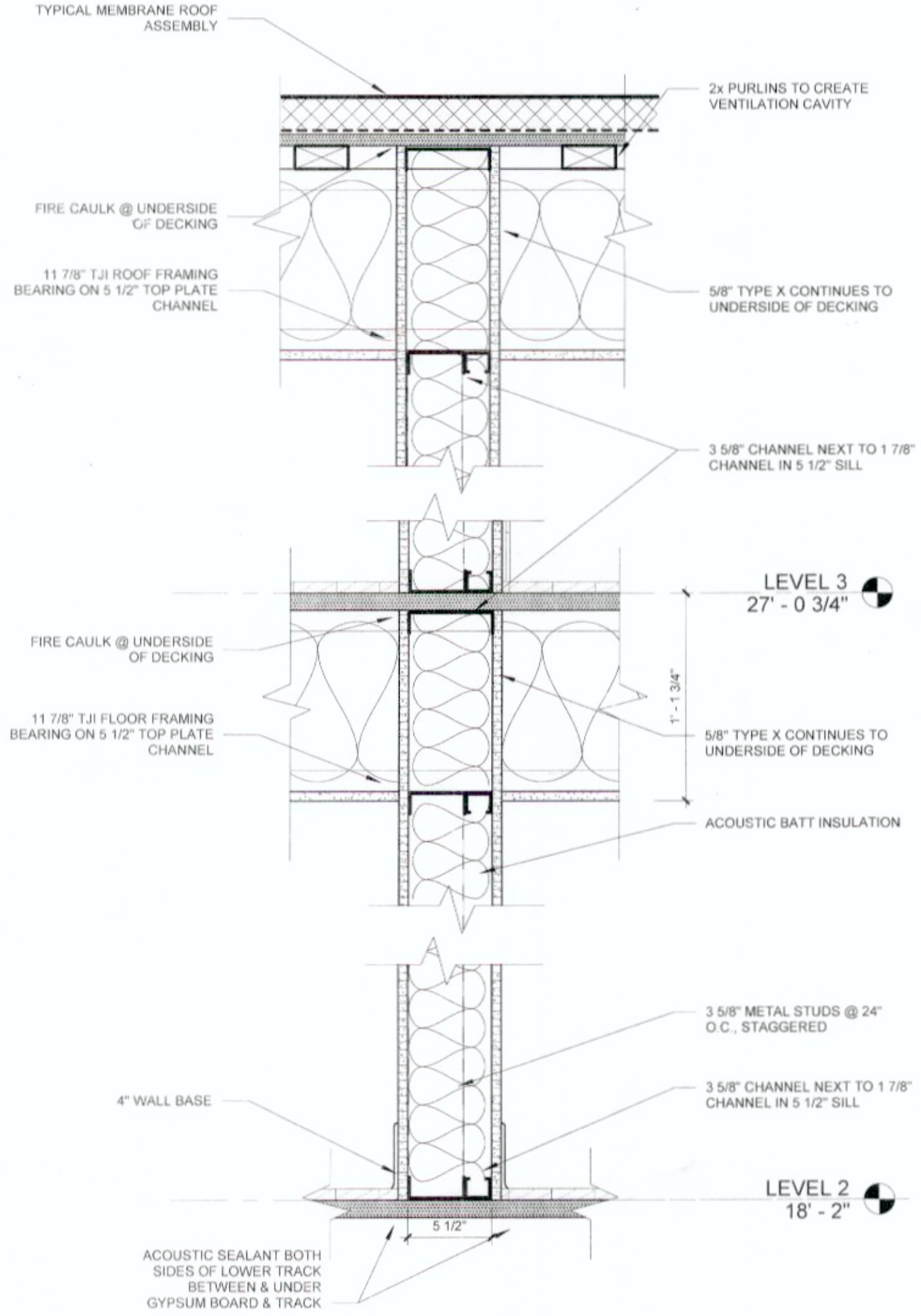
**D WALL TYPE - D - 1 HR STC 50 PARTITION**  
1 1/2" = 1'-0"



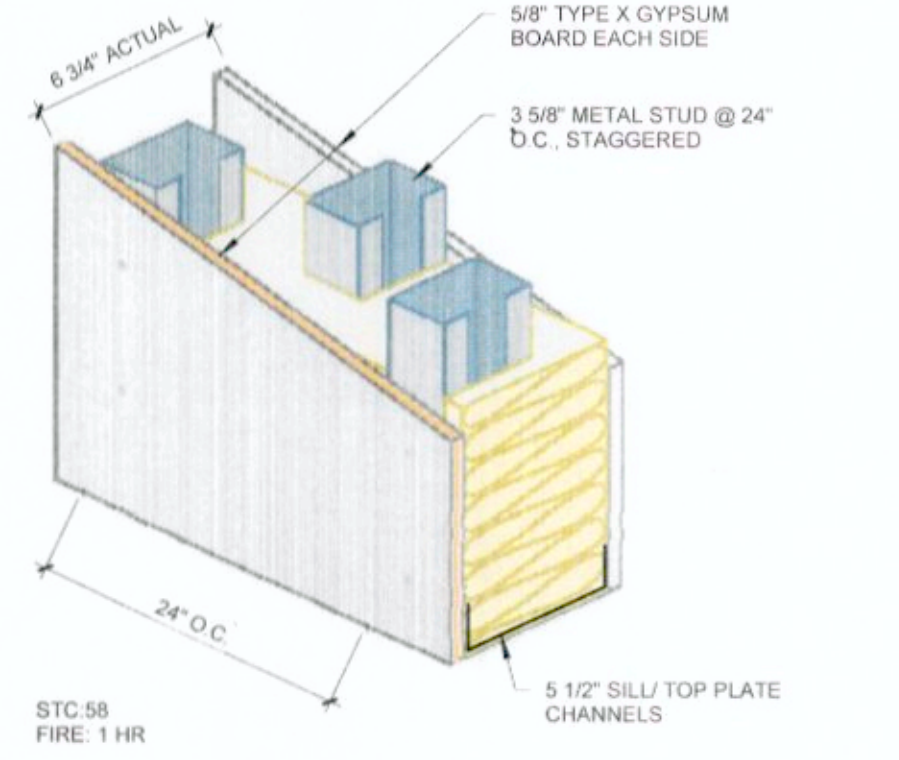
**C WALL TYPE - C - DEMISING LEVEL 1**  
1 1/2" = 1'-0"



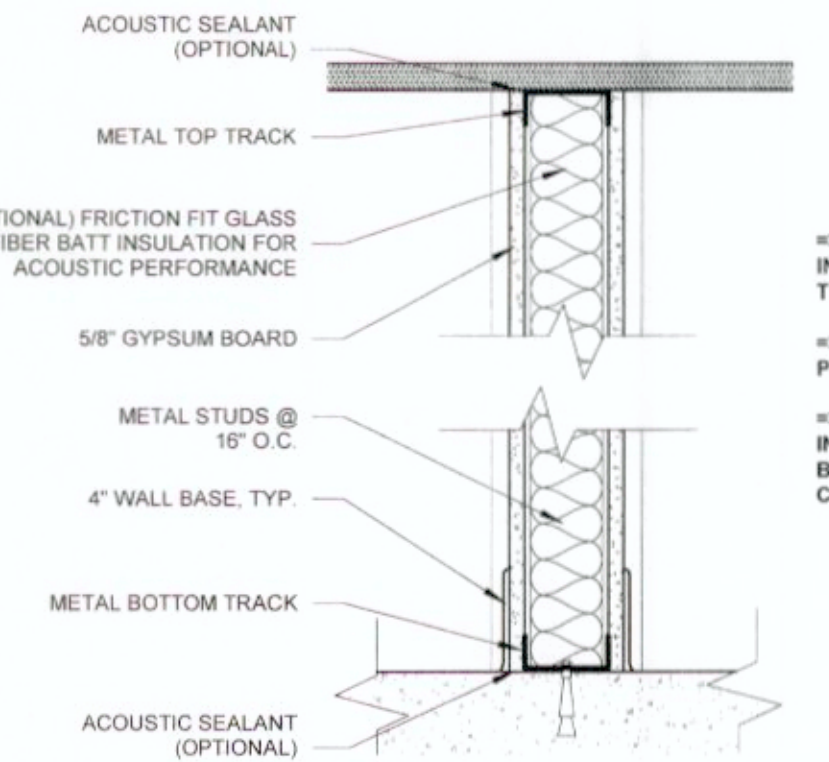
**E WALL TYPE - E - 1 HR (NO STC)**  
1 1/2" = 1'-0"



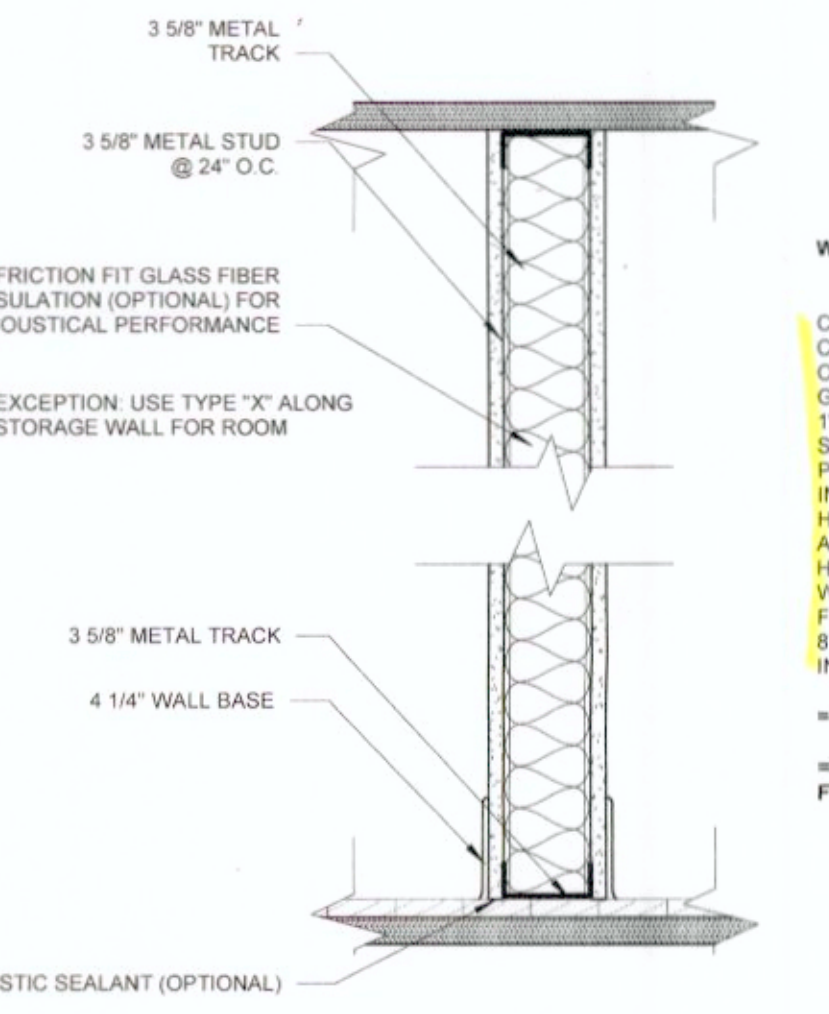
**H WALL TYPE - H - EXTERIOR LEVEL 2**  
1 1/2" = 1'-0"



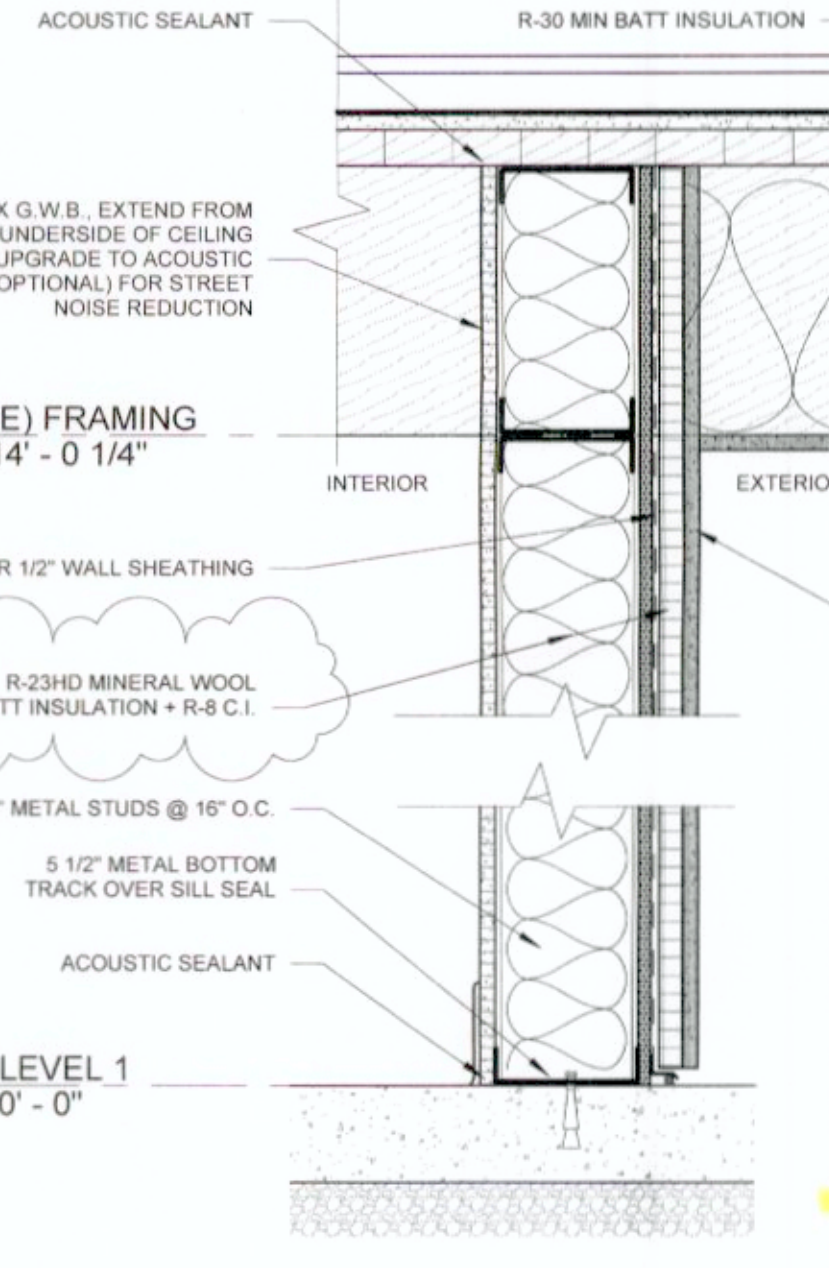
**G WALL TYPE - G - APARTMENT SEPARATION WALLS - LEVEL 2**  
1 1/2" = 1'-0"



**A WALL TYPE - A - NON-RATED PARTITION**  
1 1/2" = 1'-0"



**E WALL TYPE - E - 1 HR (NO STC)**  
1 1/2" = 1'-0"



**F WALL TYPE - F - EXTERIOR LEVEL 1**  
1 1/2" = 1'-0"

=> 3 5/8" METAL STUDS FOR INTERIOR PARTITIONS, TYPICAL  
=> 5/8" METALS STUDS FOR PLUMBING WALLS  
=> 2.5" METAL STUDS AT INTERMEDIATE PARTITIONS BETWEEN STORAGE CLOSETS ON LEVEL 2

**WALL ASSEMBLY: OSSC 13-1.1 (1 HR FIRE, NON-ACOUSTIC)**

CHANNEL-SHAPED STUDS (0.018" NO. 25 CARBON SHEET STEEL GAGE) 24" O.C. WITH ONE FULL-LENGTH LAYER OF 5/8" TYPE X G.W.B. APPLIED VERTICALLY ATTACHED WITH 1" LONG NO. 6 DRYWALL SCREWS TO EACH STUD. SCREWS ARE 8" O.C. AROUND THE PERIMETER AND 12" O.C. ON THE INTERMEDIATE STUD. WHERE APPLIED HORIZONTALLY, THE TYPE X G.W.B. SHALL BE ATTACHED TO 3-5/8" STUDS AND THE HORIZONTAL JOINTS SHALL BE STAGGERED WITH THOSE ON THE OPPOSITE SIDE. SCREWS FOR THE HORIZONTAL APPLICATION SHALL BE 8" O.C. AT VERTICAL EDGES AND 12" O.C. AT INTERMEDIATE STUDS.

=> HVAC CHASES: 3-5/8" METAL STUDS

=> WALL SEPARATING STORAGE ROOMS FROM CORRIDOR 200: 3-5/8" METAL STUDS

**WALL ASSEMBLY: GA WP 8004 (1 HR FIRE, EXTERIOR)**

EXTERIOR SIDE: ONE LAYER 7/16" PROPRIETARY FIBER-CEMENT BOARD APPLIED PARALLEL TO 3 5/8" STEEL STUDS 16" O.C. w/ 1" NO 8-18 x 0.323" HEAD DIAMETER RIBBED BUGLE HEAD SCRES 8" O.C. 3-1/2" MINERAL FIBER INSULATION Batts OR BLANKETS, 3.0 PCF, IN STUD SPACE.

INTERIOR SIDE: ONE LAYER 5/8" PROPRIETARY TYPE X G.W.B. APPLIED PARALLEL TO STUDS WITH 1" TYPE S DRYWALL SCREWS 8" O.C. AT EDGES AND 12" O.C. AT INTERMEDIATE FRAMING

=> PROPRIETARY WALL ASSEMBLY UTILIZING 5/8" CERTAINTED TYPE X GYPSUM BOARD **ProRed**

=> 5-1/2" STUDS AND UPGRADED INSULATION TO MEET/EXCEED ENERGY CODE REQ.















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**DETAILS - EGRESS STAIRS**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES



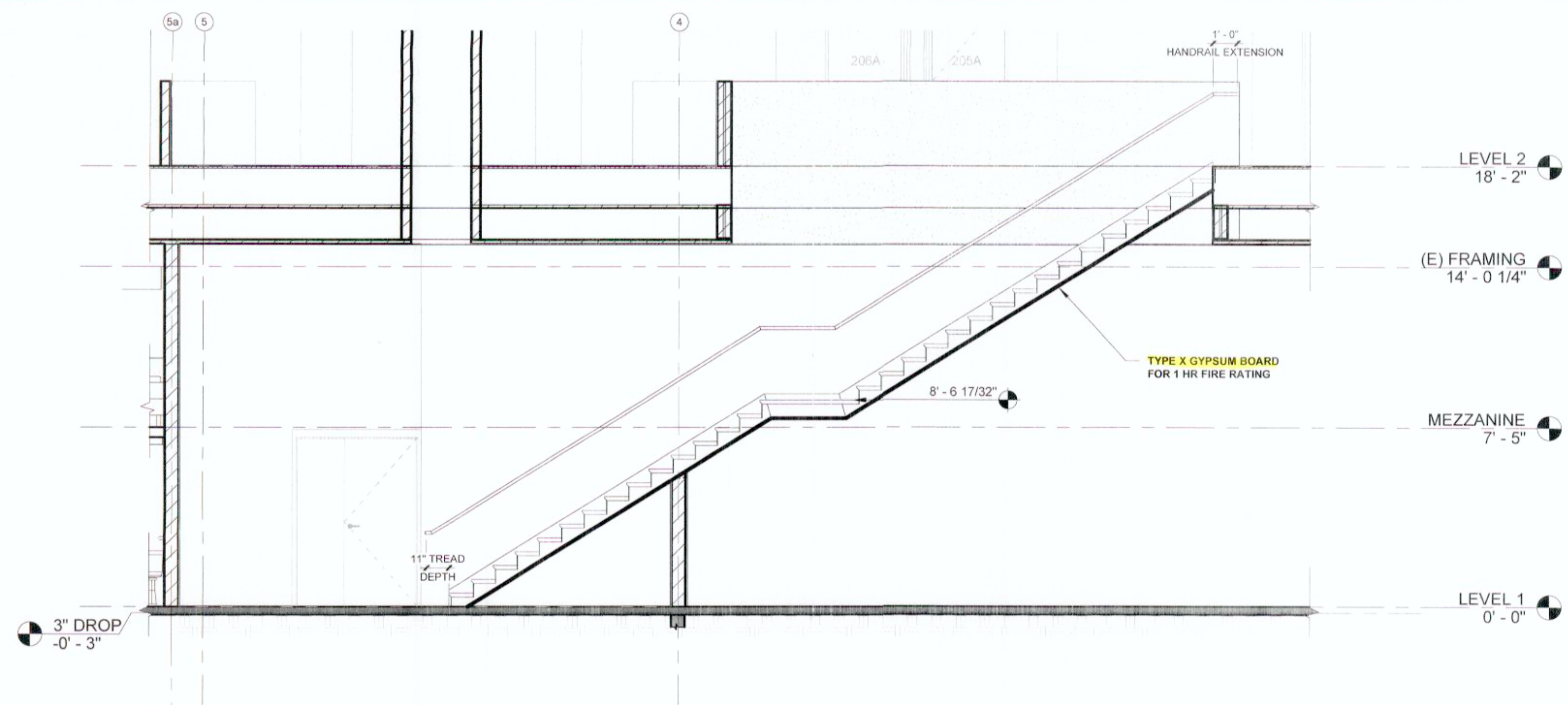
REVISIONS:

No.	Description	Date
4	Revision 4	2022.09.30

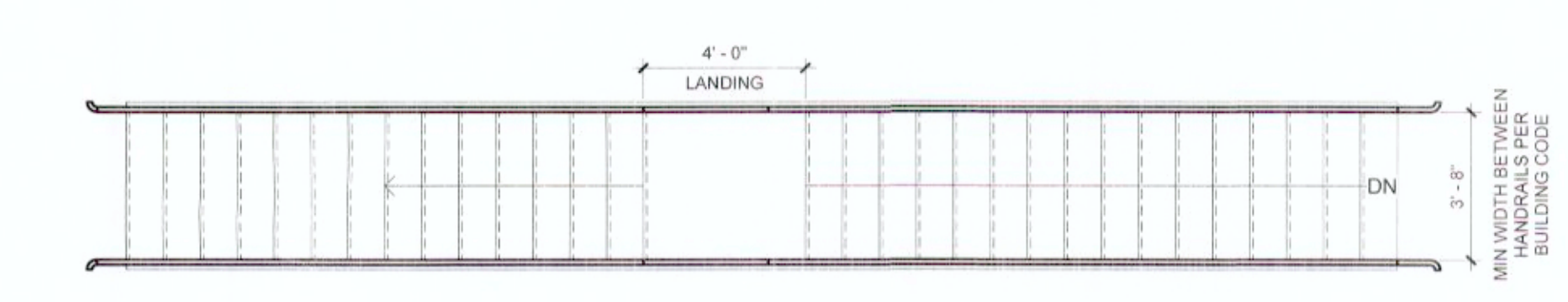
DATE: 2022.09.30  
JOB: 21006  
SCALE: 1/4" = 1'-0"  
DRAWN BY: BJD  
CHECKED BY: JLF

**A5.05**

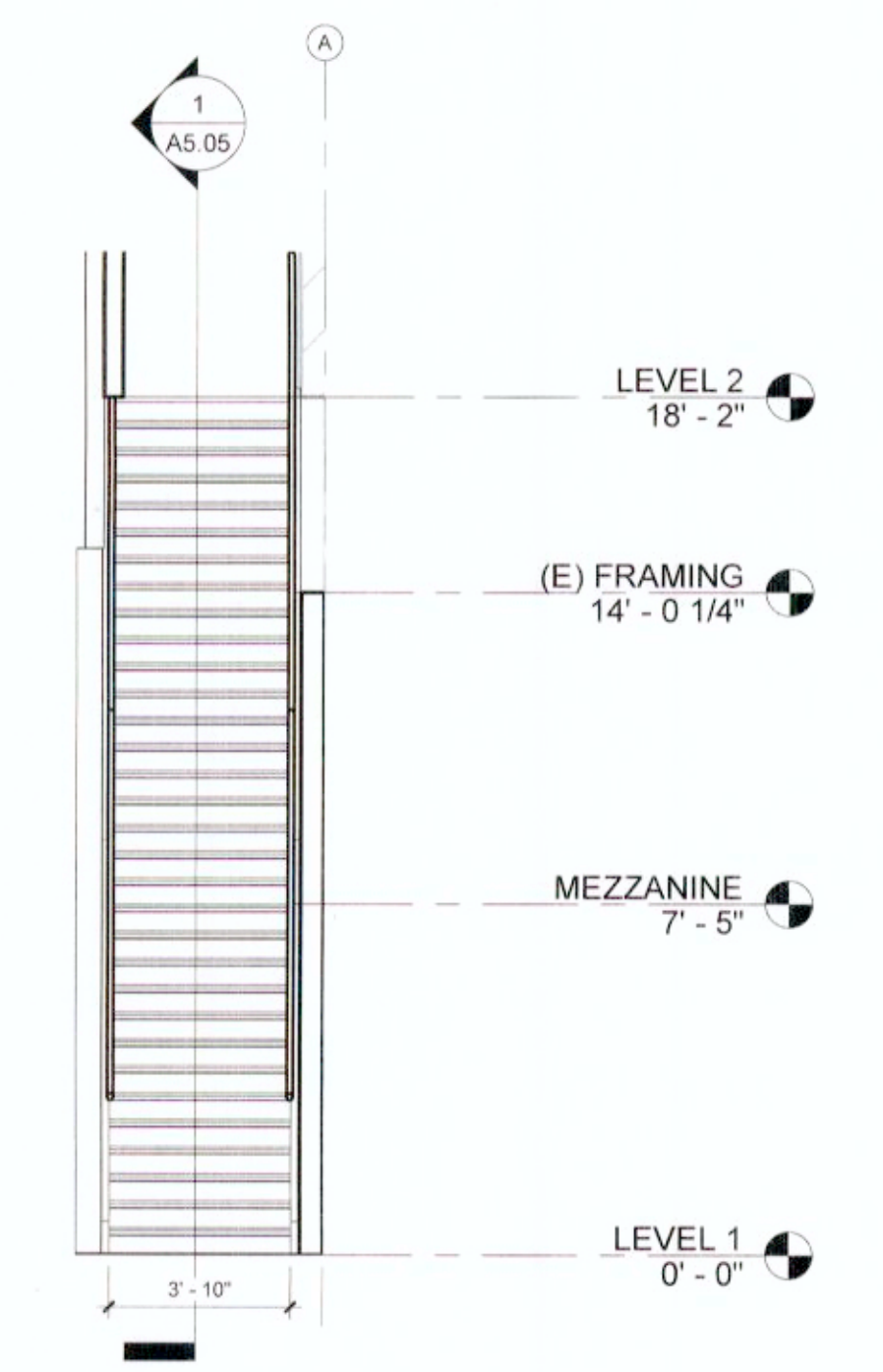
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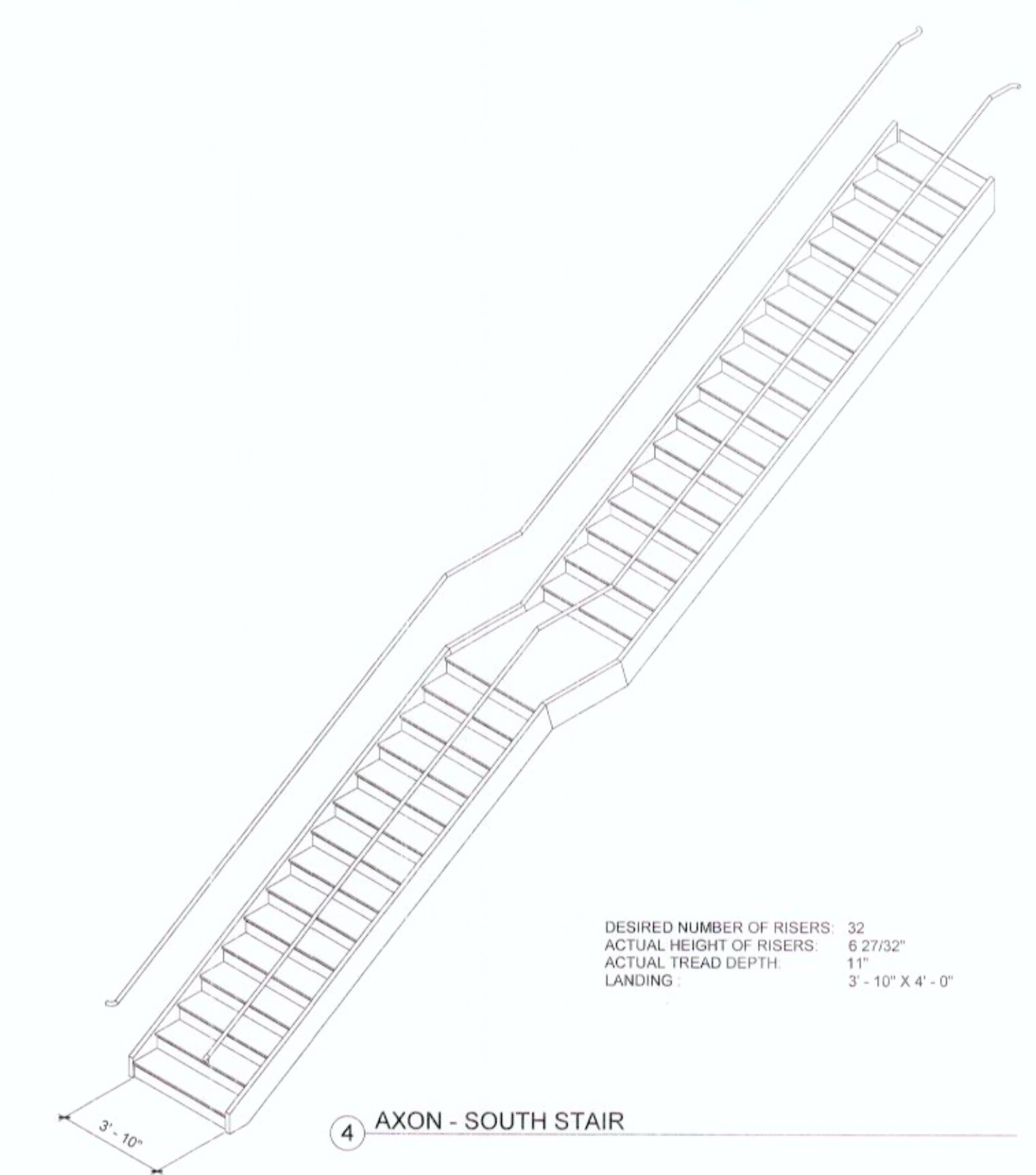
1 SECTION - SOUTH STAIR  
1/4" = 1'-0"



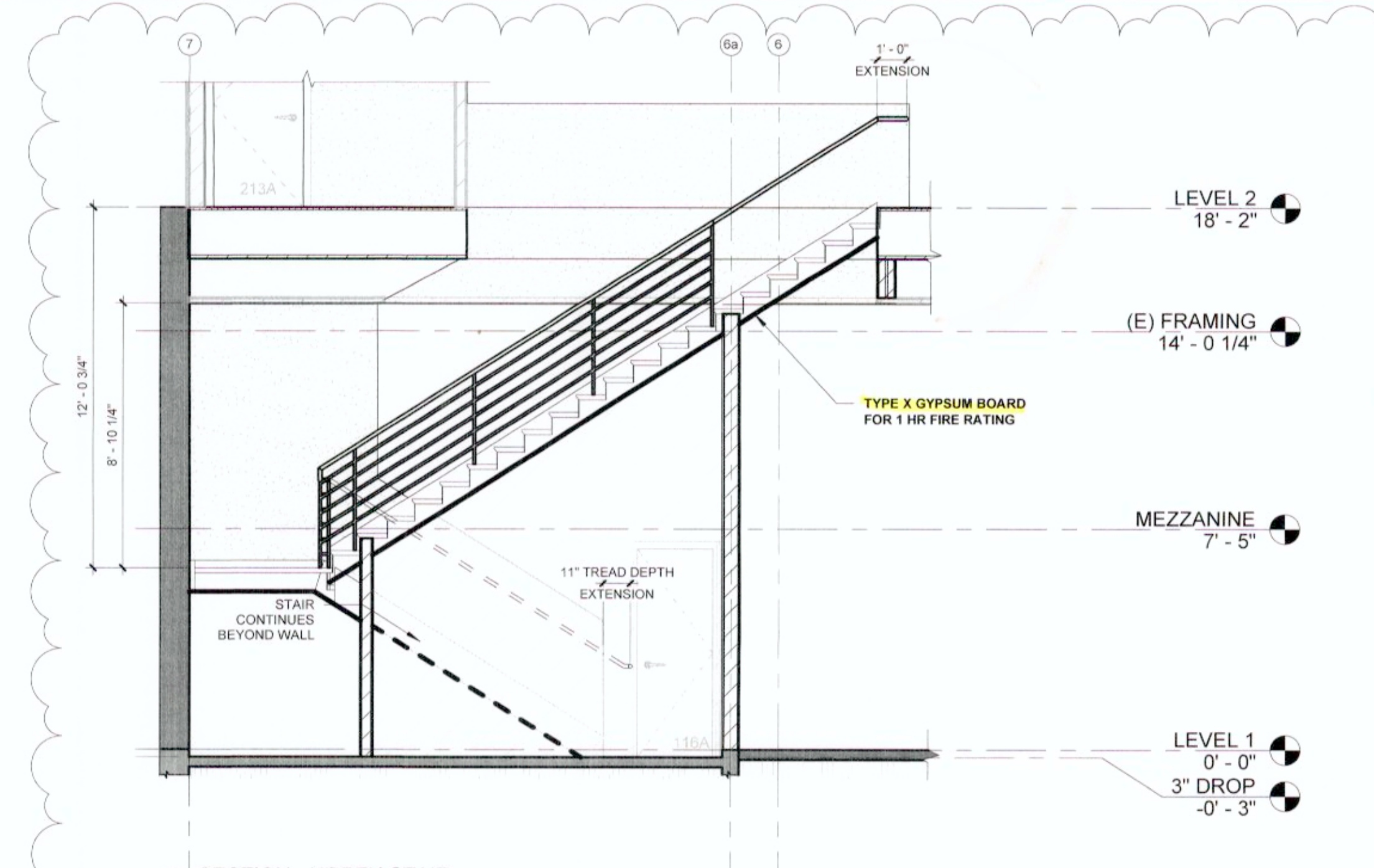
2 PLAN - SOUTH STAIR  
1/4" = 1'-0"



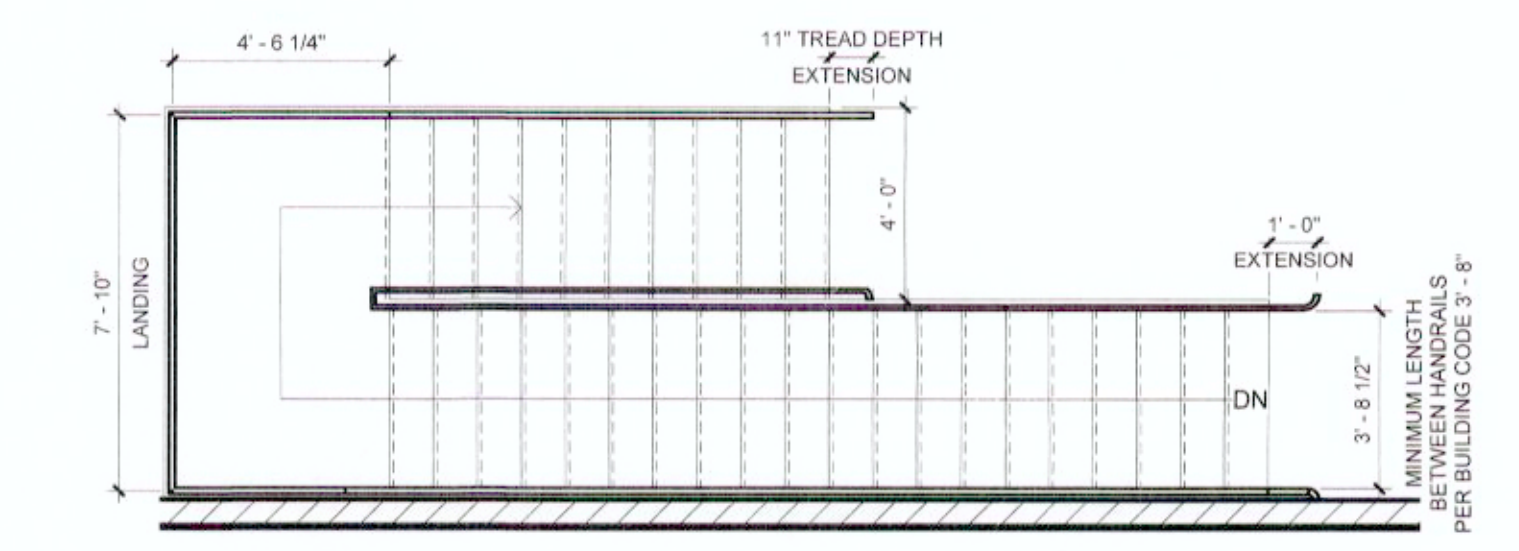
3 ELEVATION - SOUTH STAIR  
1/4" = 1'-0"



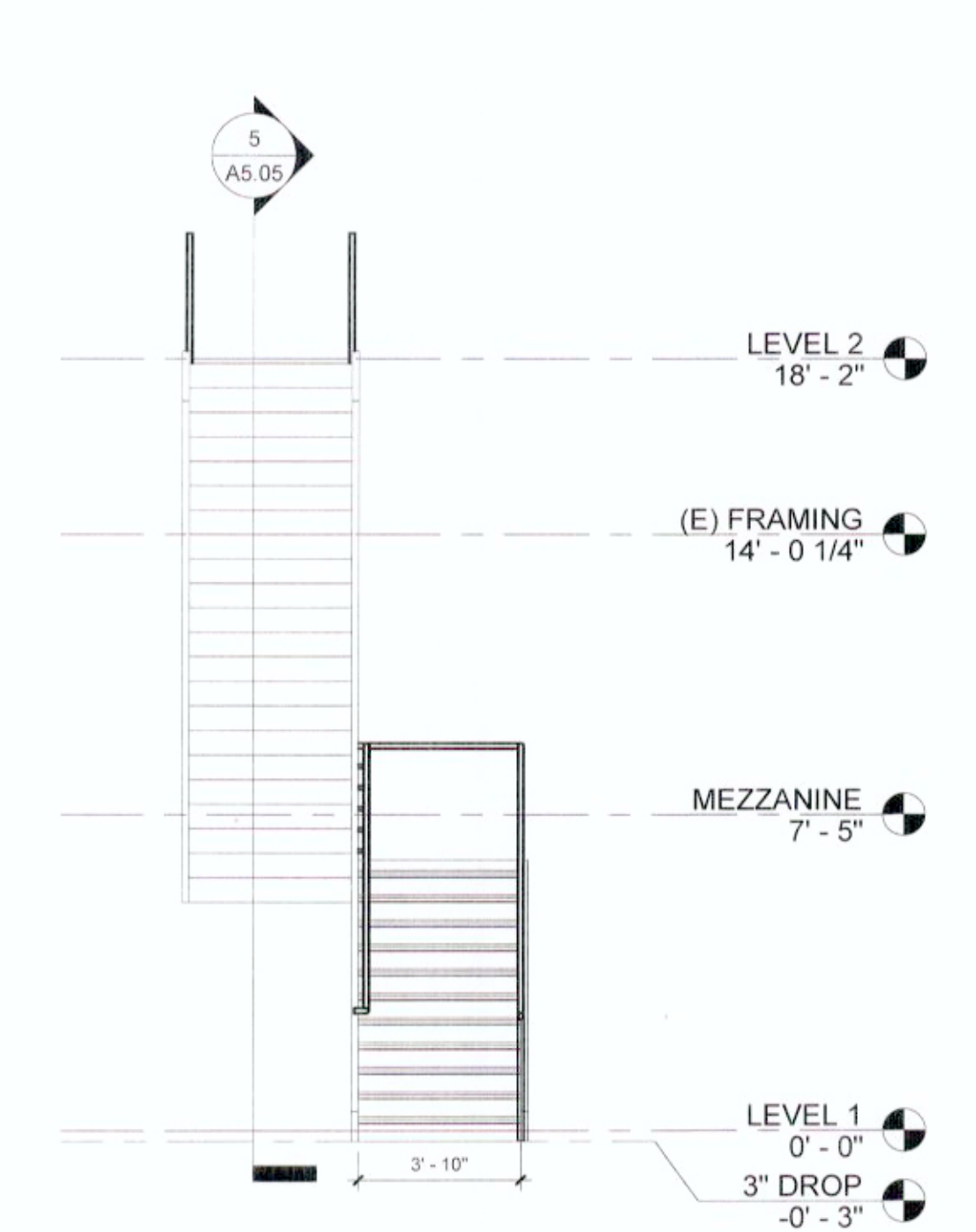
4 AXON - SOUTH STAIR



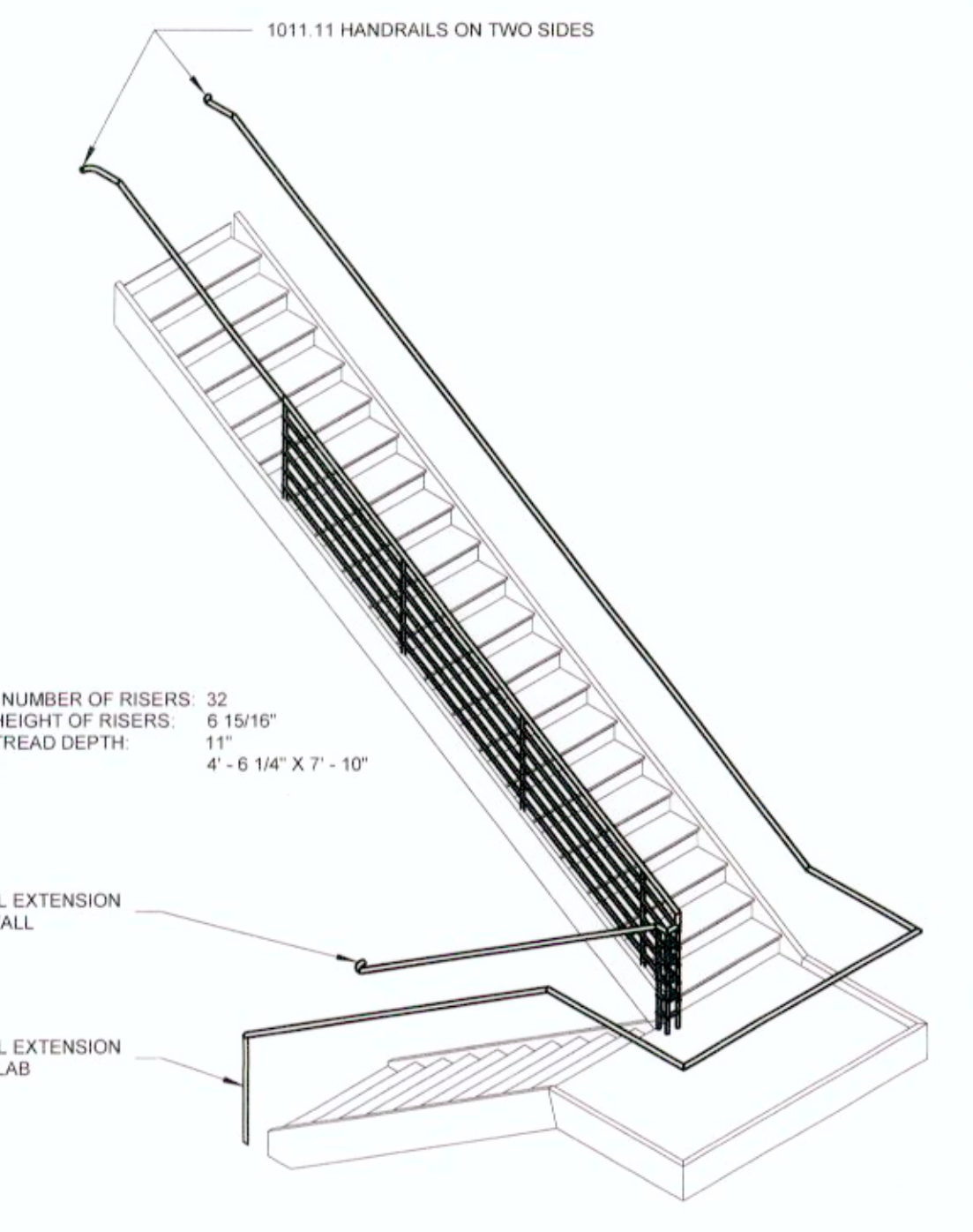
5 SECTION - NORTH STAIR  
1/4" = 1'-0"



6 PLAN - NORTH STAIR  
1/4" = 1'-0"



7 ELEVATION - NORTH STAIR  
1/4" = 1'-0"



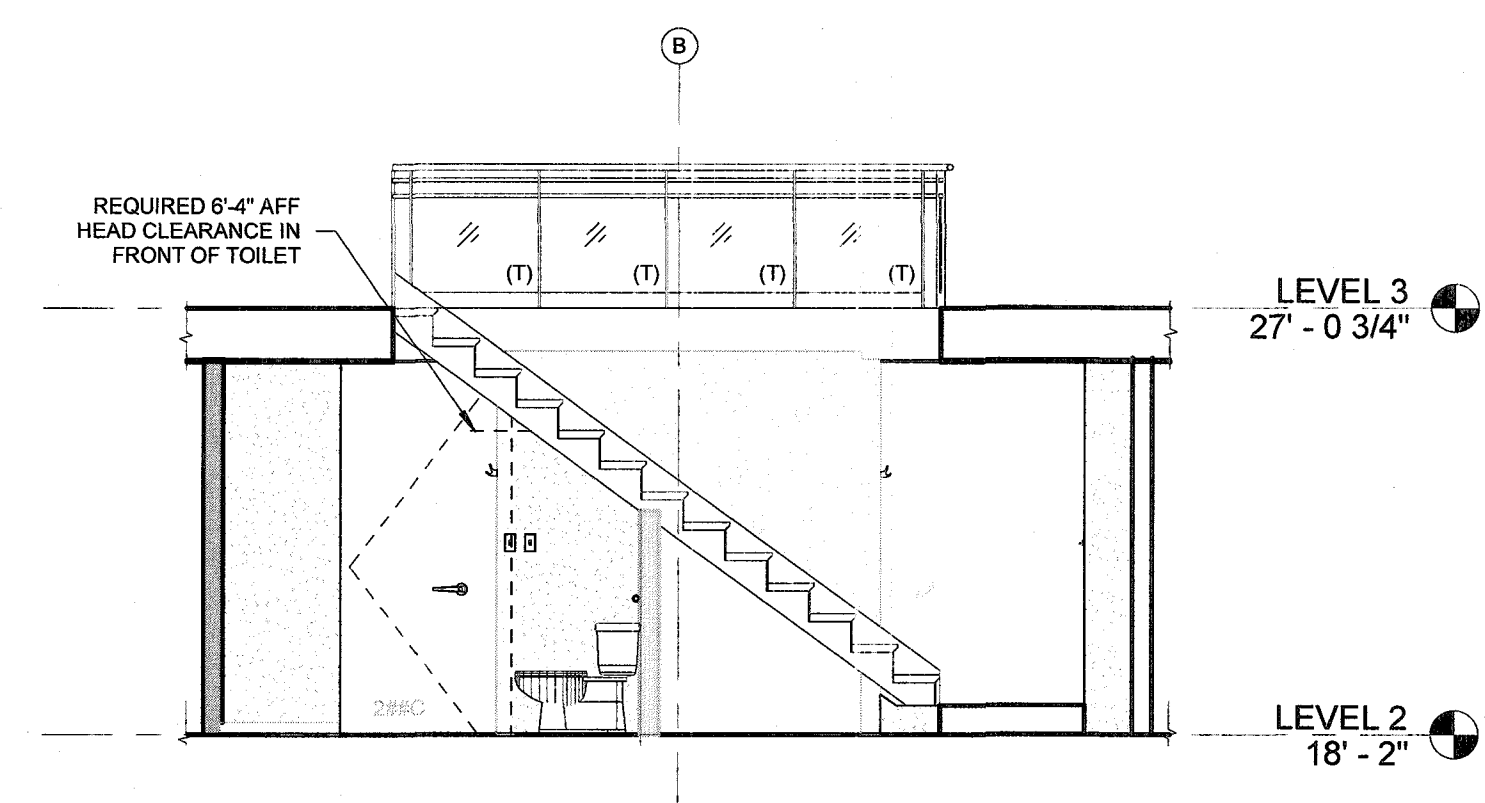
8 AXON - NORTH STAIR



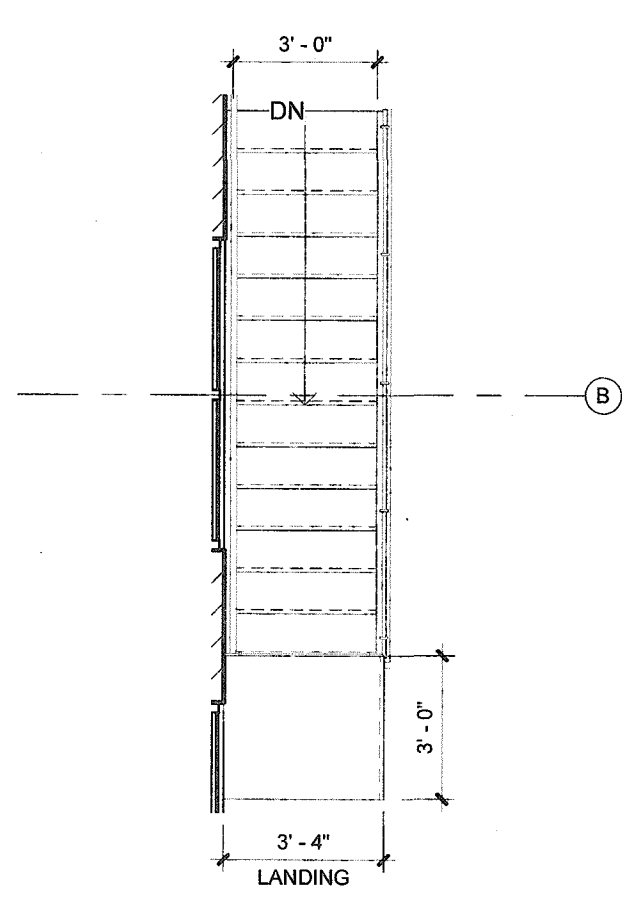


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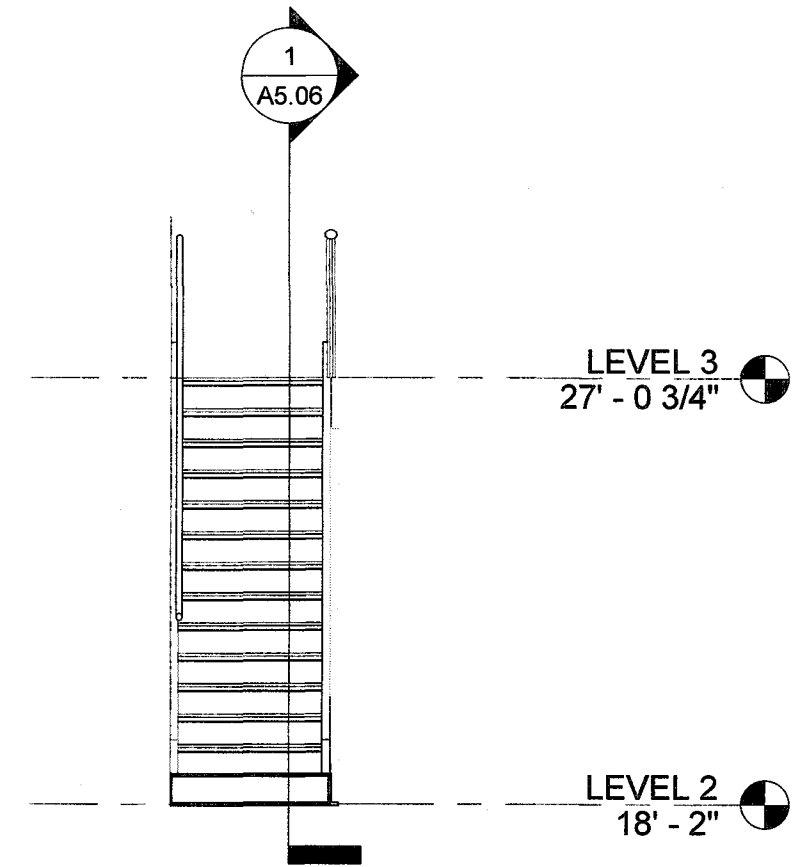
**DETAILS - DWELLING UNIT STAIRS**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477



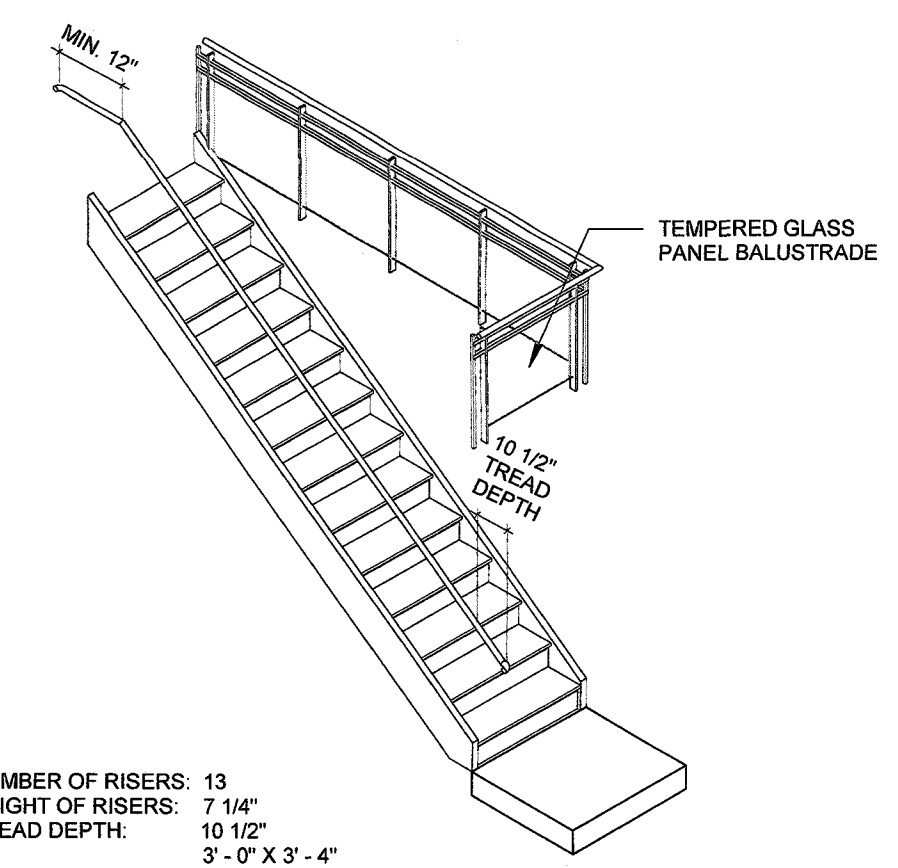
1 SECTION - TYPICAL UNIT STAIR  
1/4" = 1'-0"



2 PLAN - TYPICAL UNIT STAIR  
1/4" = 1'-0"

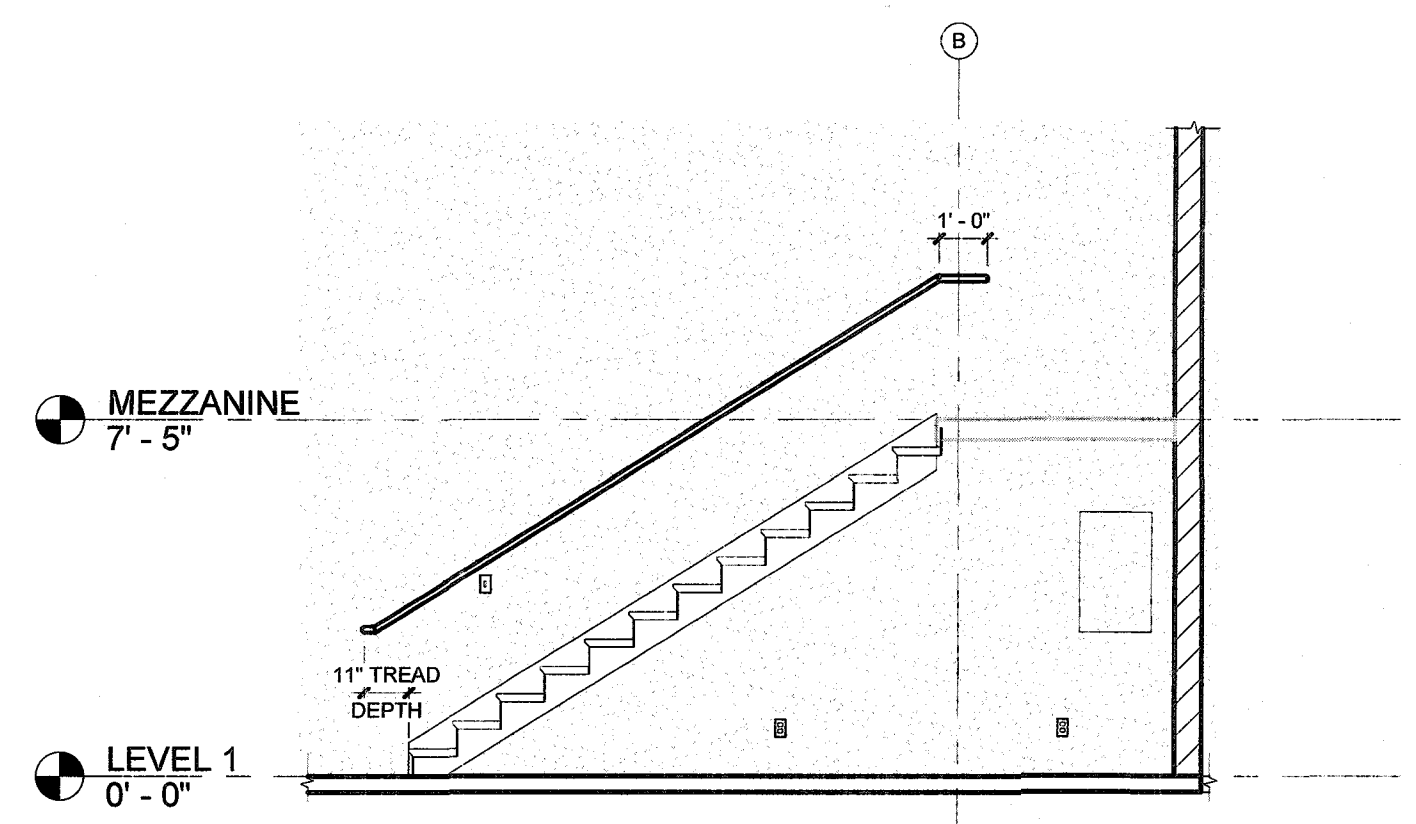


3 ELEVATION - TYPICAL UNIT STAIR  
1/4" = 1'-0"

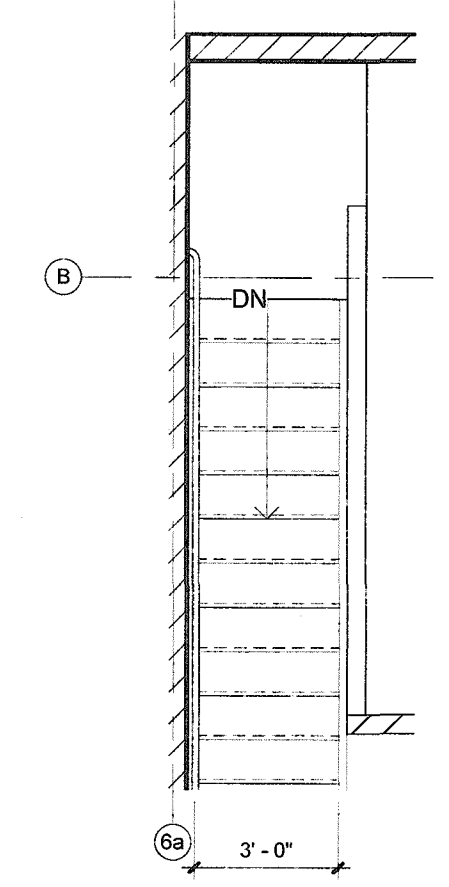


ACTUAL NUMBER OF RISERS: 13  
ACTUAL HEIGHT OF RISERS: 7 1/4"  
ACTUAL TREAD DEPTH: 10 1/2"  
LANDING: 3'-0" X 3'-4"

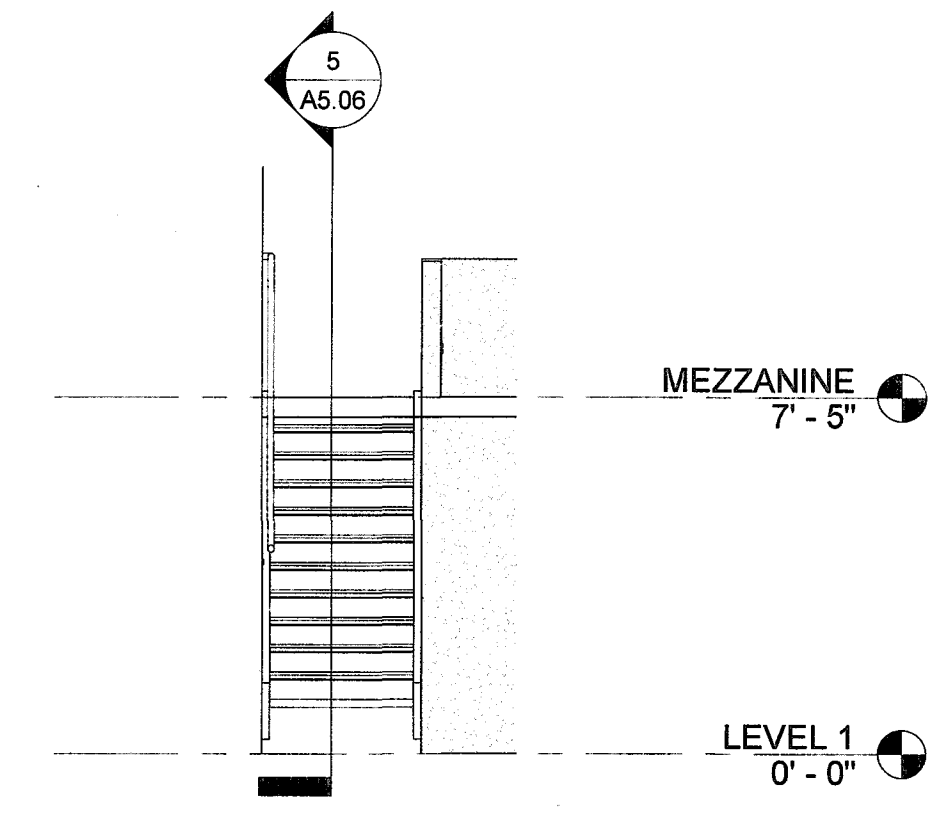
4 AXON - TYPICAL UNIT STAIR



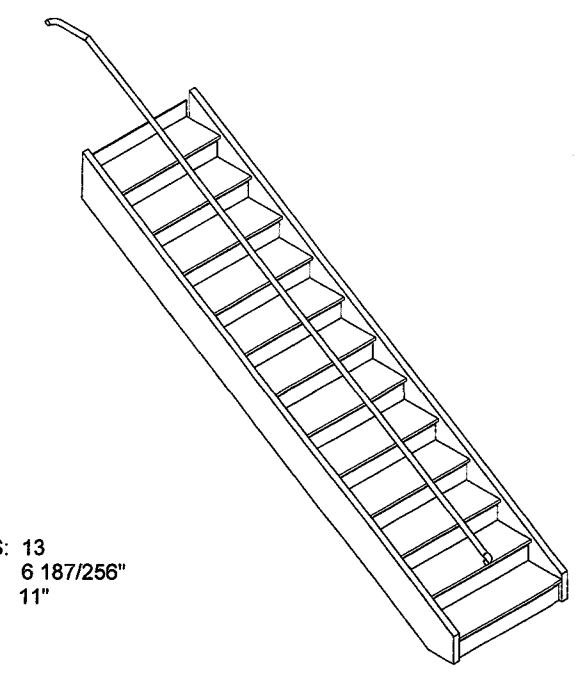
5 SECTION - UNIT 130 STAIR  
1/4" = 1'-0"



6 PLAN - UNIT 130 STAIR  
1/4" = 1'-0"



7 ELEVATION - UNIT 130 STAIR  
1/4" = 1'-0"



ACTUAL NUMBER OF RISERS: 13  
ACTUAL HEIGHT OF RISERS: 6'167/256"  
ACTUAL TREAD DEPTH: 11"

8 AXON - UNIT 130 STAIR

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.

**BUILDING CODE INFORMATION**

**SECTION 1011 STAIRWAYS**

1011.2 Width and capacity.  
The required capacity of stairways shall be determined as specified in Section 1005.1, but the minimum width shall be not less than 44 inches.

Exceptions:  
1. Stairways serving an occupant load of less than 50 shall have a width of not less than 36 inches.  
3. Where an incline platform lift or stairway chairlift is installed on stairways within dwelling units in Group R-2, a clear passage width not less than 20 inches shall be provided. Where the seat and platform can be folded when not in use, the distance shall be measured from the folded position.

1011.3 Headroom.  
Stairways shall have a headroom clearance of not less than 80 inches measured vertically from a line connecting the edge of the nosings.

1011.5.2 Riser height and tread depth.  
Stair riser heights shall be 7 inches maximum and 4 inches minimum. The riser height shall be measured vertically between the nosings of adjacent treads. Rectangular tread depths shall be 11 inches minimum measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's nosing.

Exception 3: Within dwelling units in Group R-2 occupancies the maximum riser height shall be 7 3/4 inches; the minimum tread depth shall be 10 inches. A nosing projection not less than 3/4 inch but not more than 1 1/4 inches shall be provided on stairways with solid risers where the tread depth is less than 11 inches.

1011.5.4 Dimensional uniformity.  
Stair treads and risers shall be of uniform size and shape. The tolerance between the largest and smallest riser height or between the largest and smallest tread depth shall not exceed 3/8 inch (9.5 mm) in any flight of stairs. The greatest winder tread depth at the walkline within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

1011.5.5 Nosing and riser profile.  
Nosings shall have a curvature or bevel of not less than 1/16 inch (1.6 mm) but not more than 9/16 inch (14.3 mm) from the foremost projection of the tread. Risers shall be solid and vertical or sloped under the tread above from the underside of the nosing above at an angle not more than 30 degrees (0.52 rad) from the vertical.

1011.5.5.1 Nosing projection size.  
The leading edge (nosings) of treads shall project not more than 1/4 inch (32 mm) beyond the tread below.

1011.5.5.2 Nosing projection uniformity.  
Nosing projections of the leading edges shall be of uniform size, including the projections of the nosing's leading edge of the floor at the top of a flight.

1011.5.5.3 Solid risers.  
Risers shall be solid.

Exception 1: Solid risers are not required for stairways that are not required to comply with Section 1009.3, provided that the opening between treads does not permit the passage of a sphere with a diameter of 4 inches (102 mm).

1011.6 Stairway landings.  
There shall be a floor or landing at the top and bottom of each stairway. The width of landings, measured perpendicularly to the direction of travel, shall be not less than the width of stairways served. Every landing shall have a minimum depth, measured parallel to the direction of travel, equal to the width of the stairway or 48 inches (1219 mm), whichever is less. Doors opening onto a landing shall not reduce the landing to less than one-half the required width. When fully open, the door shall not project more than 7 inches (178 mm) into a landing. Where wheelchair spaces are required on the stairway landing in accordance with Section 1009.6.3, the wheelchair space shall not be located in the required width of the landing and doors shall not swing over the wheelchair spaces.

1011.7 Stairway construction.  
Stairways shall be built of materials consistent with the types permitted for the type of construction of the building, except that wood handrails shall be permitted for all types of construction.

1011.7.1 Stairway walking surface.  
The walking surface of treads and landings of a stairway shall not be sloped steeper than one unit vertical in 48 units horizontal (2-percent slope) in any direction. Stairway treads and landings shall have a solid surface. Finish floor surfaces shall be securely attached.

Exception 1: Openings in stair walking surfaces shall be a size that does not permit the passage of 1/2-inch-diameter (12.7 mm) sphere. Elongated openings shall be placed so that the long dimension is perpendicular to the direction of travel.

1011.7.3 Enclosures under interior stairways.  
The walls and soffits within enclosed usable spaces under enclosed and soffits within enclosed stairways shall be protected by 1-hour fire-resistance-rated construction or the fire-resistance rating of the stairway enclosure, whichever is greater. Access to the enclosed space shall not be directly from within the stairway enclosure.

Exception: Spaces under stairways serving and contained within a single residential dwelling unit in Group R-2 or R-3 shall be permitted to be protected on the enclosed side with 1/2-inch (12.7 mm) gypsum board.

1011.8 Vertical rise.  
A flight of stairs shall not have a vertical rise greater than 12 feet (3658 mm) between floor levels or landings.

1011.11 Handrails.  
Flights of stairways shall have handrails on each side and shall comply with Section 1014. Where glass is used to provide the handrail, the handrail shall comply with Section 2407.

Exception 1: Flights of stairways within dwelling units are permitted to have a handrail on one side only.

**SECTION 1014 HANDRAILS**

1014.2 Height.  
Handrail height, measured above stair tread nosings, shall be uniform, not less than 34 inches and not more than 38 inches.

Exception 2: Within dwelling units in Group R-2 occupancies, handrail height at fittings or bendings that are used to provide transition between flights, transition to guard, or used at the start of a flight shall be permitted to exceed the max 38-inch height.

1014.3.1 Handrail Grasability, Type I.  
Handrails with a circular cross section shall have an outside diameter of not less than 1-1/4 inches and not greater than 2 inches. Where the handrail is not circular, it shall have a perimeter diameter of not less than 4 inches and not greater than 6-1/4 inches with a maximum cross-sectional dimension of 2-1/4 inches and minimum cross-sectional dimension of 1 inch. Edges shall have a minimum radius of 0.01 inch.

1014.4 Continuity.  
Handrail gripping surfaces shall be continuous, without interruption by newel posts or other obstructions.

Exception 3: Handrail brackets or balusters attached to the bottom surface of the handrail that do not project horizontally beyond the sides of the handrail within 1-1/2 inches of the bottom of the handrail shall not be considered obstructions. For each 1/2 inch of additional handrail perimeter diameter above 4 inches, the vertical clearance dimension of 1-1/2 inches shall be reduced by 1/8 inch.

1014.6 Handrail extensions.  
Handrails shall return to a wall, guard or the walking surface or shall be continuous to the handrail of an adjacent flight of stairs. Where handrails are not continuous between flights, the handrails shall extend horizontally not less than 12 inches beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser. The extensions of handrails shall be in the same direction of the flights of stairs at stairways.

Exception 1: Handrails within a dwelling unit that is not required to be accessible need extend only from the top riser to the bottom riser.

1014.7 Clearance.  
Clear space between a handrail and a wall or other surface shall be not less than 1-1/2 inches. A handrail and a wall or other surface adjacent to the handrail shall be free of any sharp or abrasive elements.

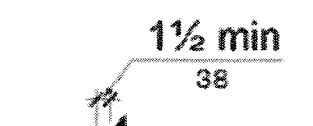


Figure 505.5 Handrail Clearance

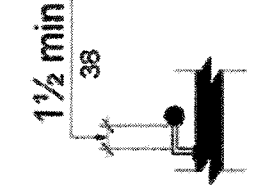
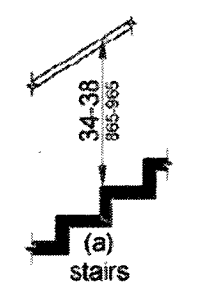


Figure 505.6 Horizontal Projections Below Gripping Surface



**REVISIONS:**

No.	Description	Date

DATE	2022.09.30
JOB	21006
SCALE	1/4" = 1'-0"
DRAWN BY	BJD
CHECKED BY	JLF

**A5.06**





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**HVAC/ KITCHEN HOOD CHASE DETAILS**  
**448 MAIN STREET - RIVETT BUILDING**  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



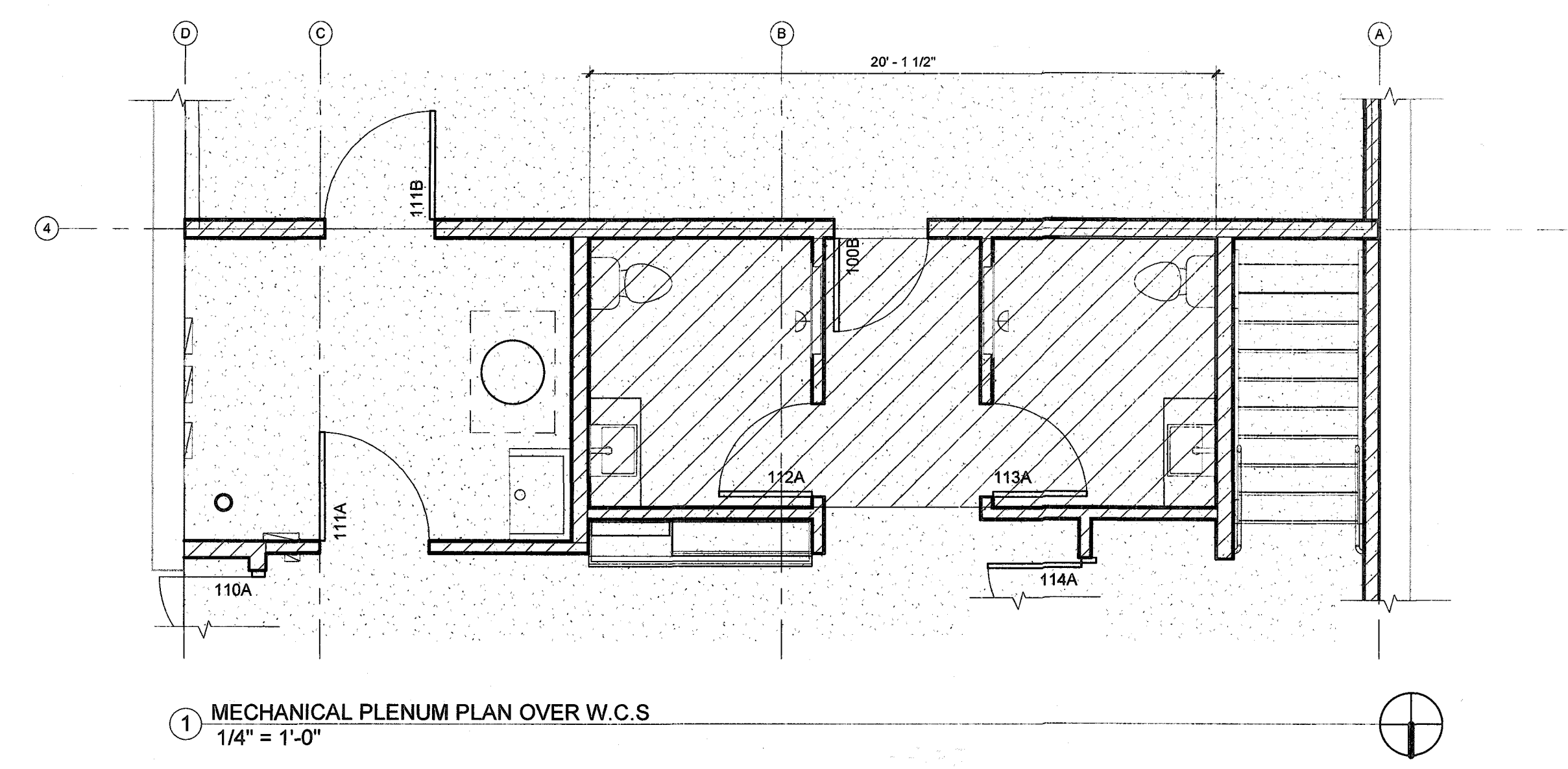
REVISIONS:

No.	Description	Date

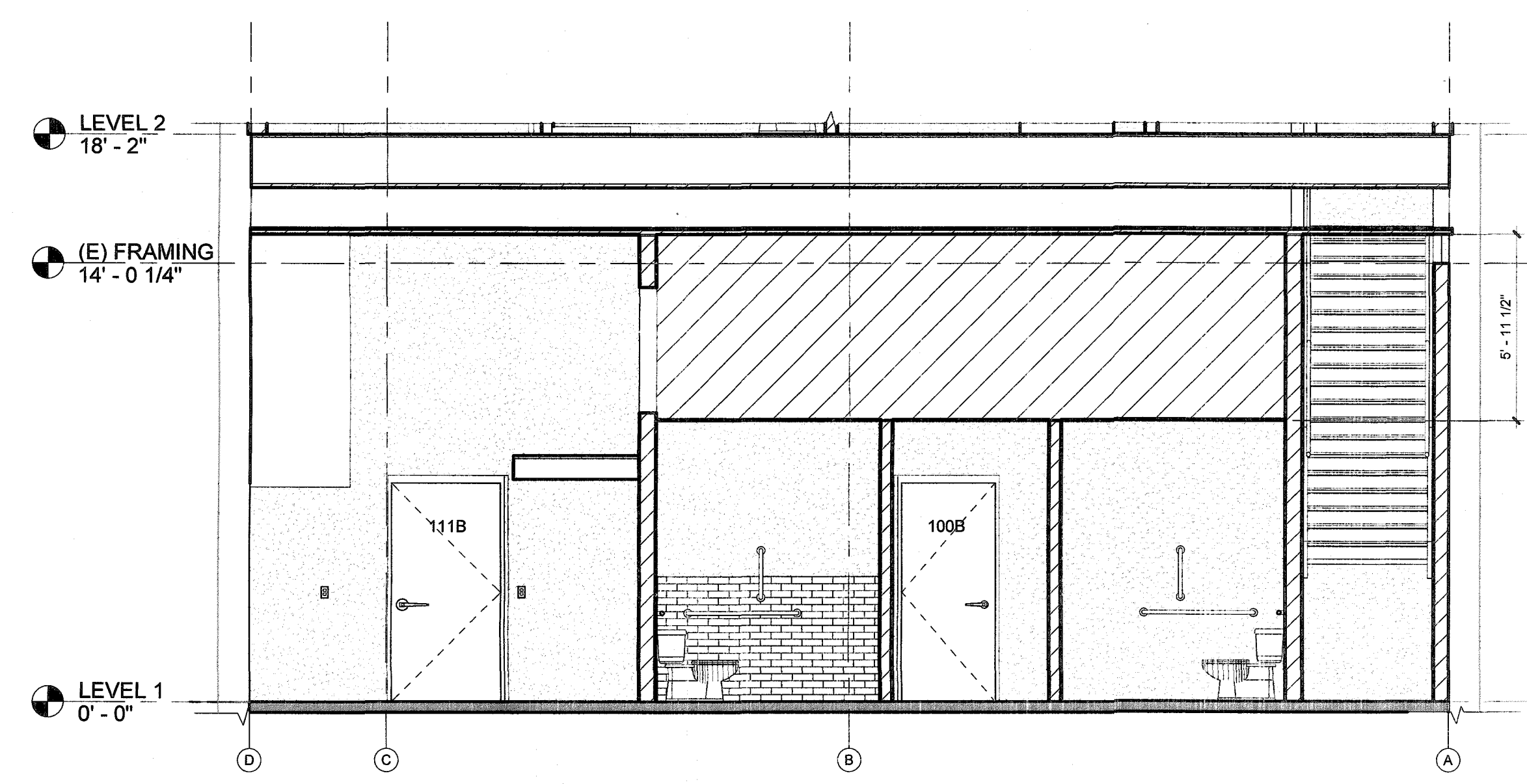
DATE: 2022.09.30  
JOB: 21006  
SCALE: As indicated  
DRAWN BY: JLF  
CHECKED BY: JLF

**A5.07**

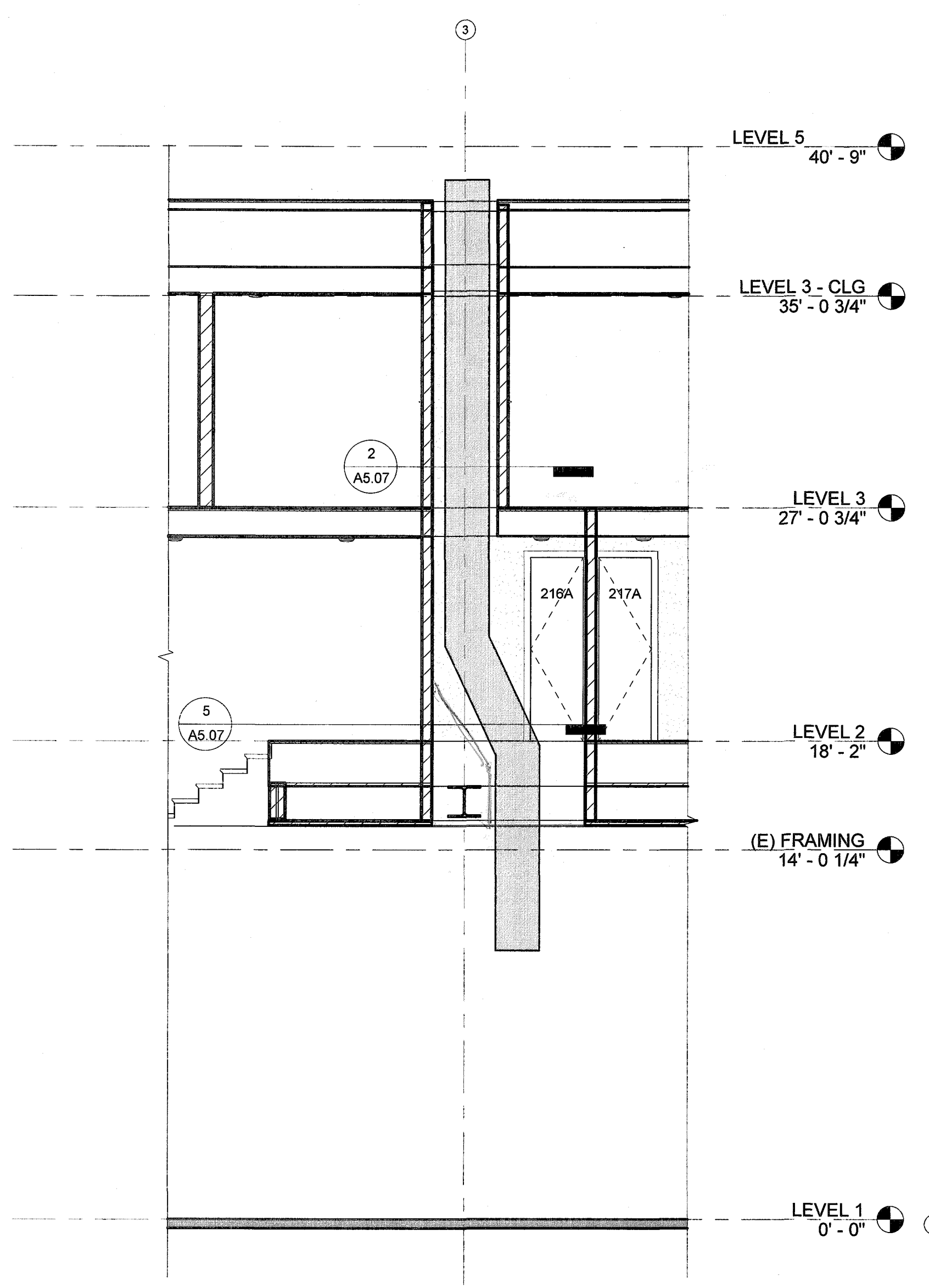
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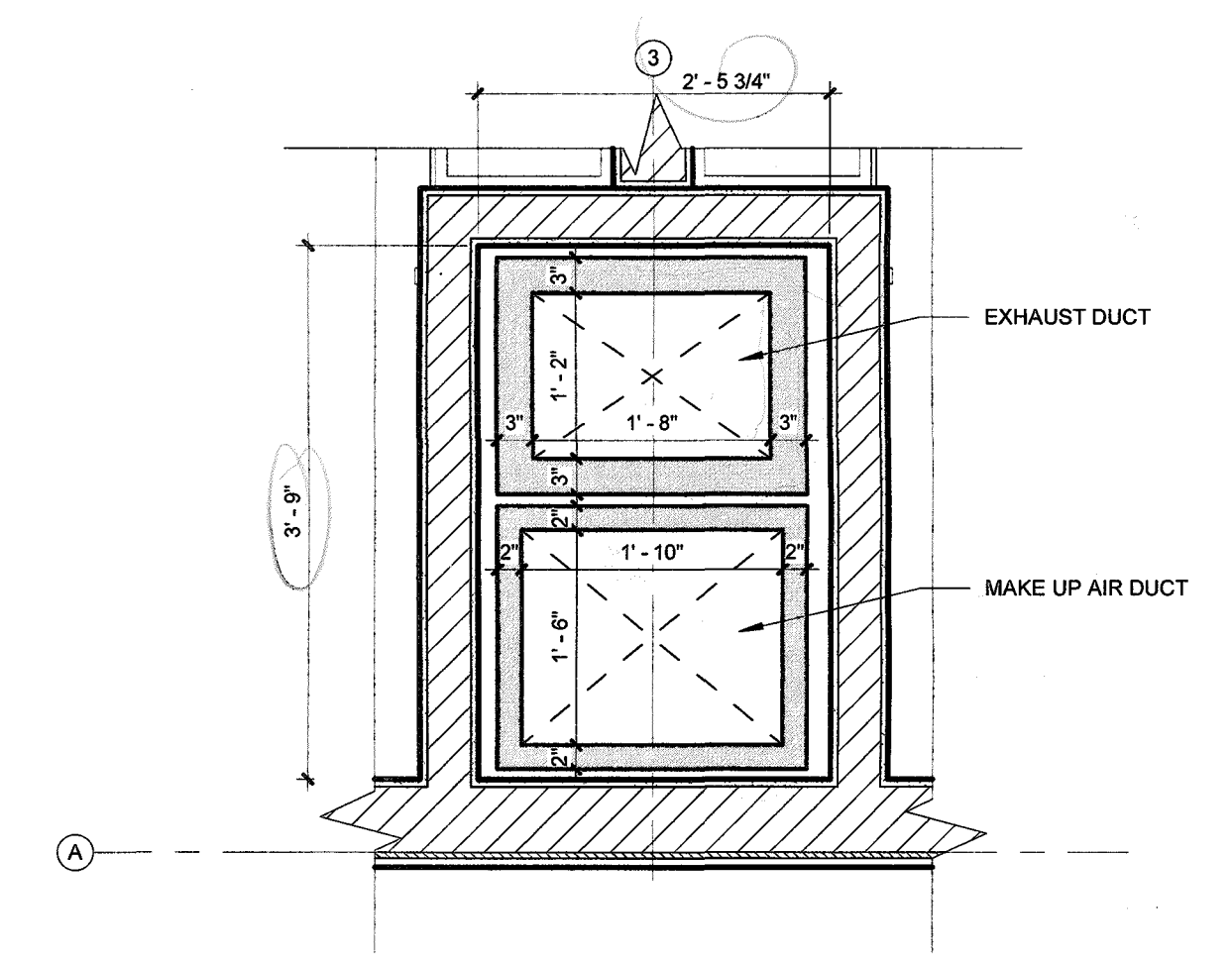
1 MECHANICAL PLENUM PLAN OVER W.C.S.  
1/4" = 1'-0"



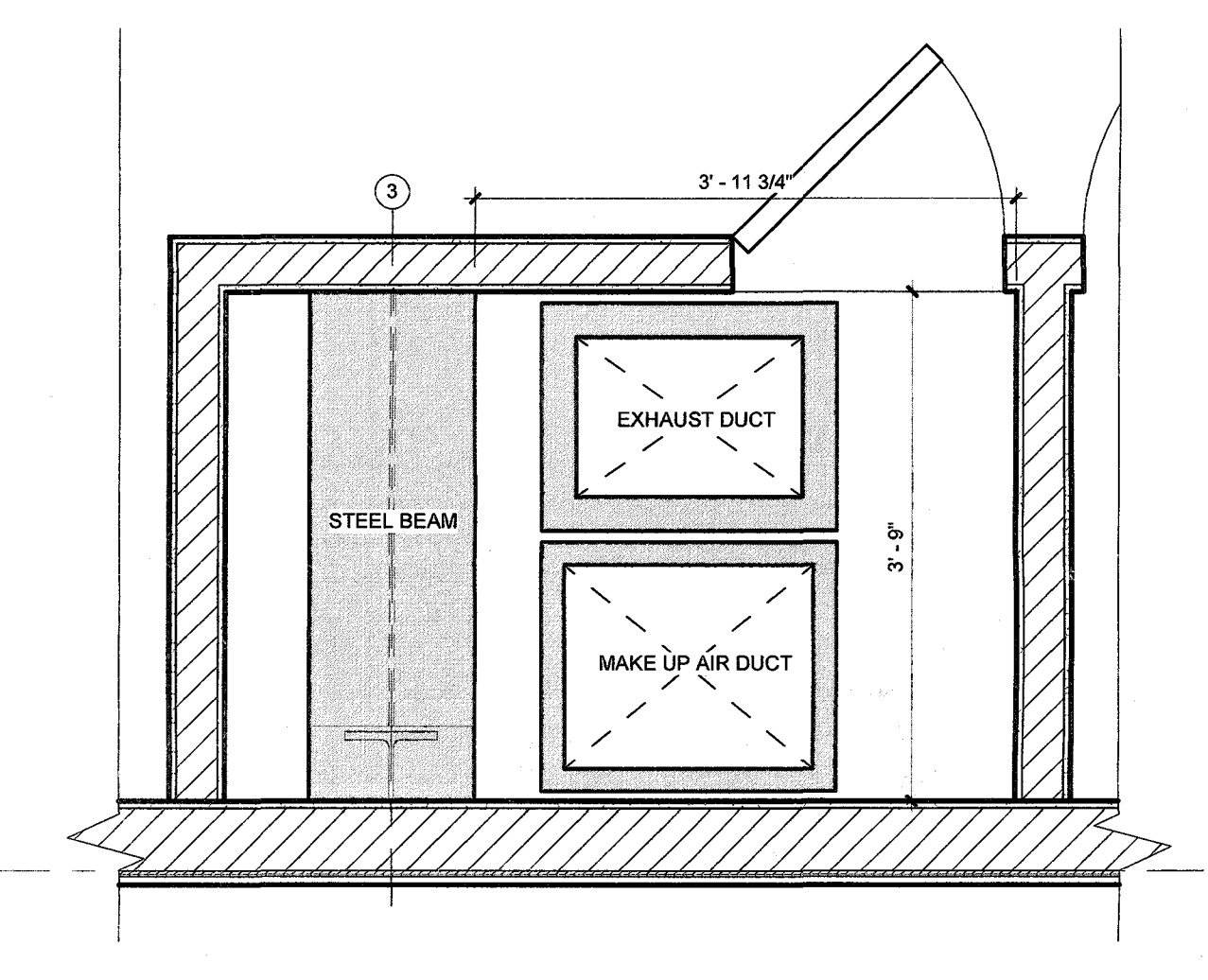
3 MECHANICAL PLENUM OVER W.C.S.  
1/4" = 1'-0"



4 KITCHEN HOOD - CHASE SECTION  
1/4" = 1'-0"



2 KITCHEN CHASE @ LEVEL 3  
3/4" = 1'-0"

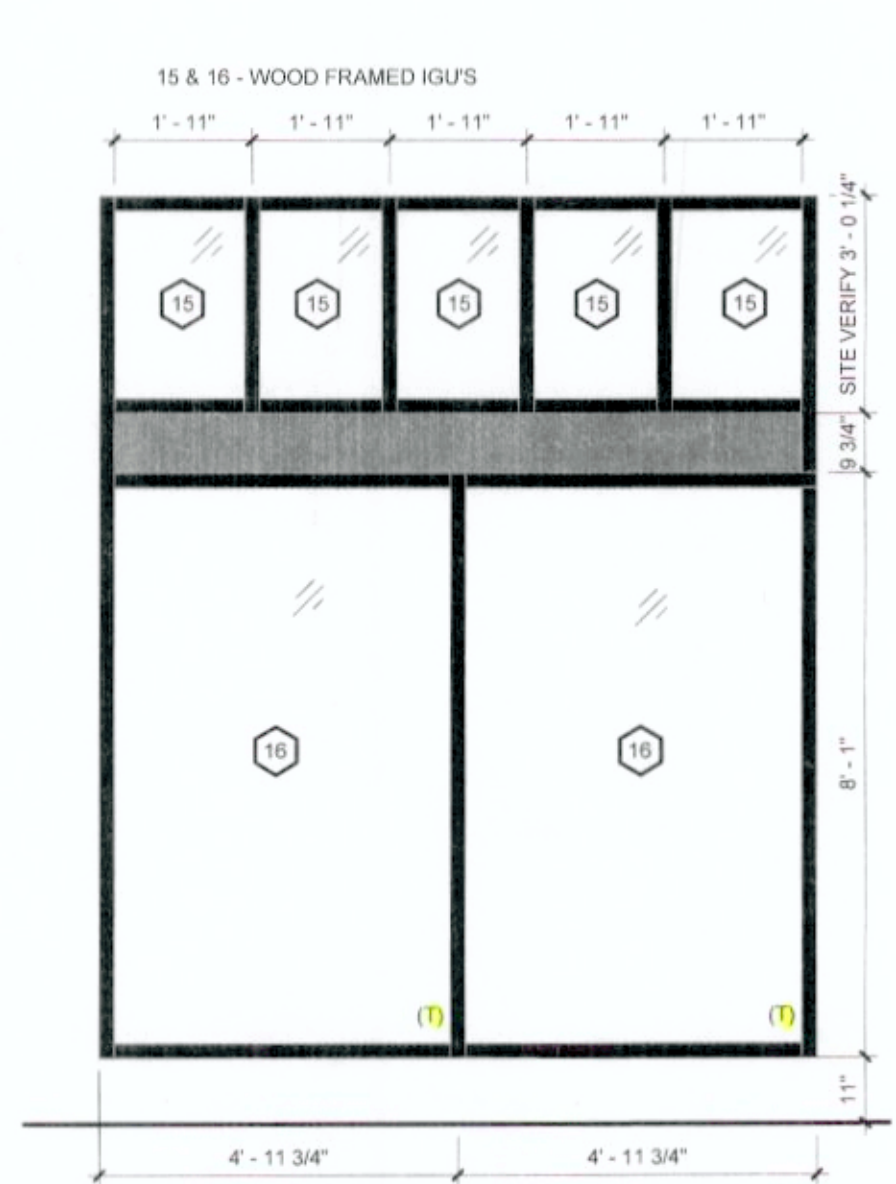
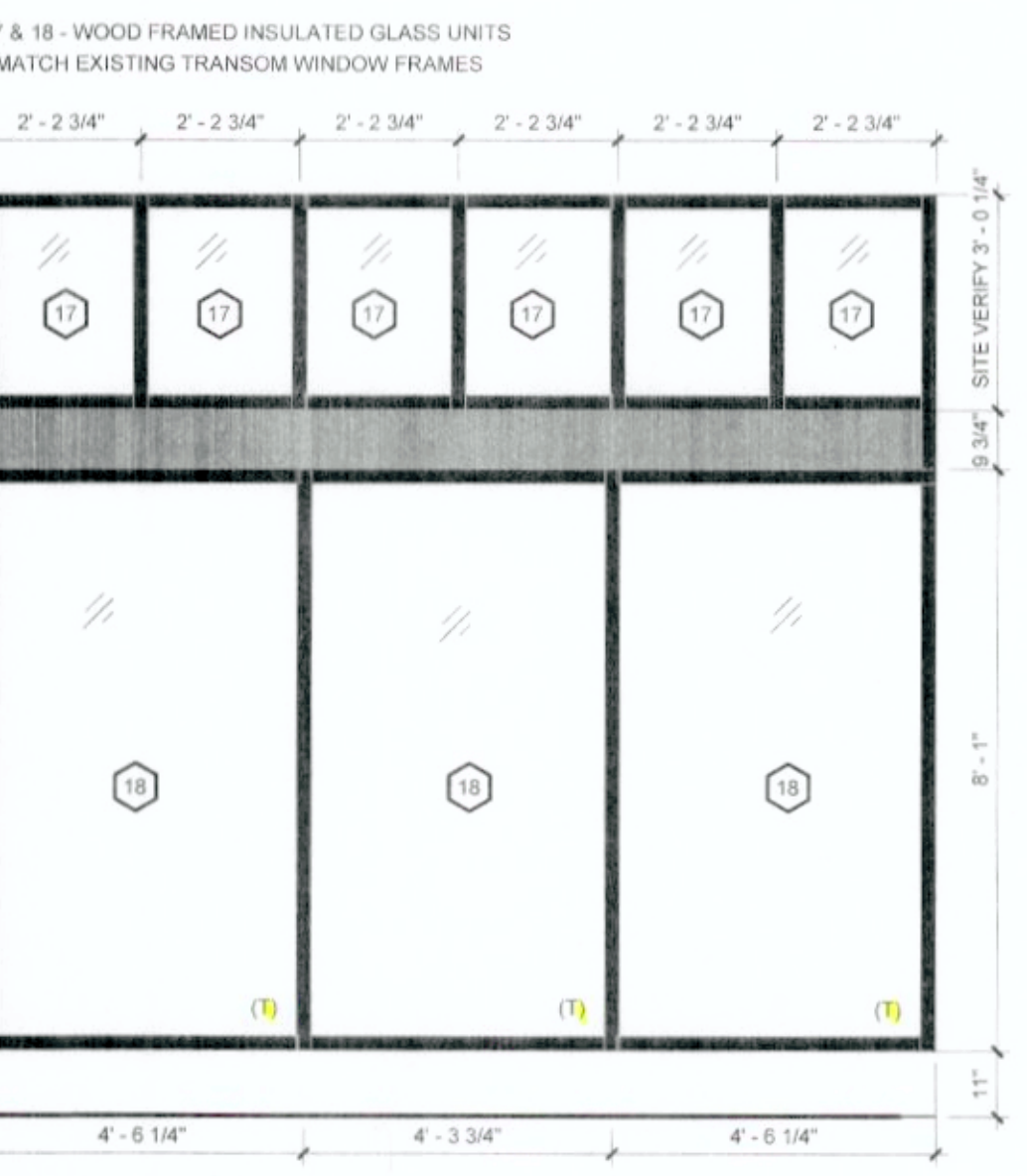
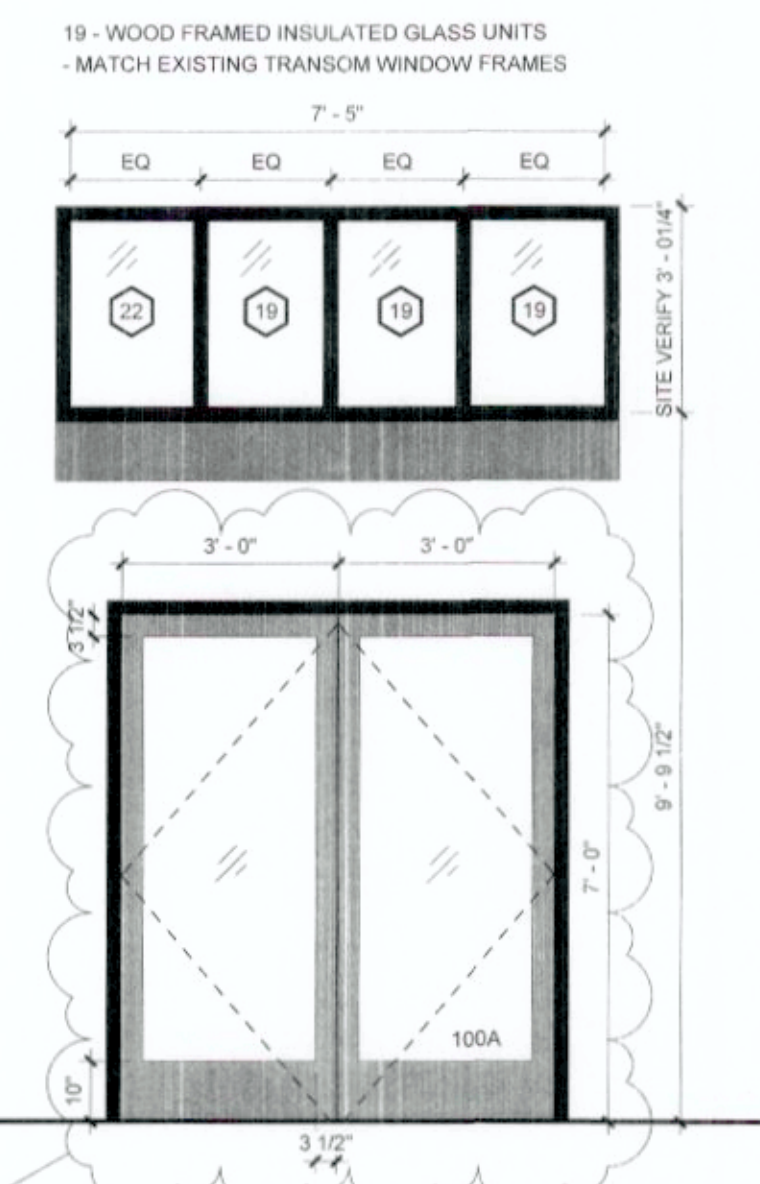
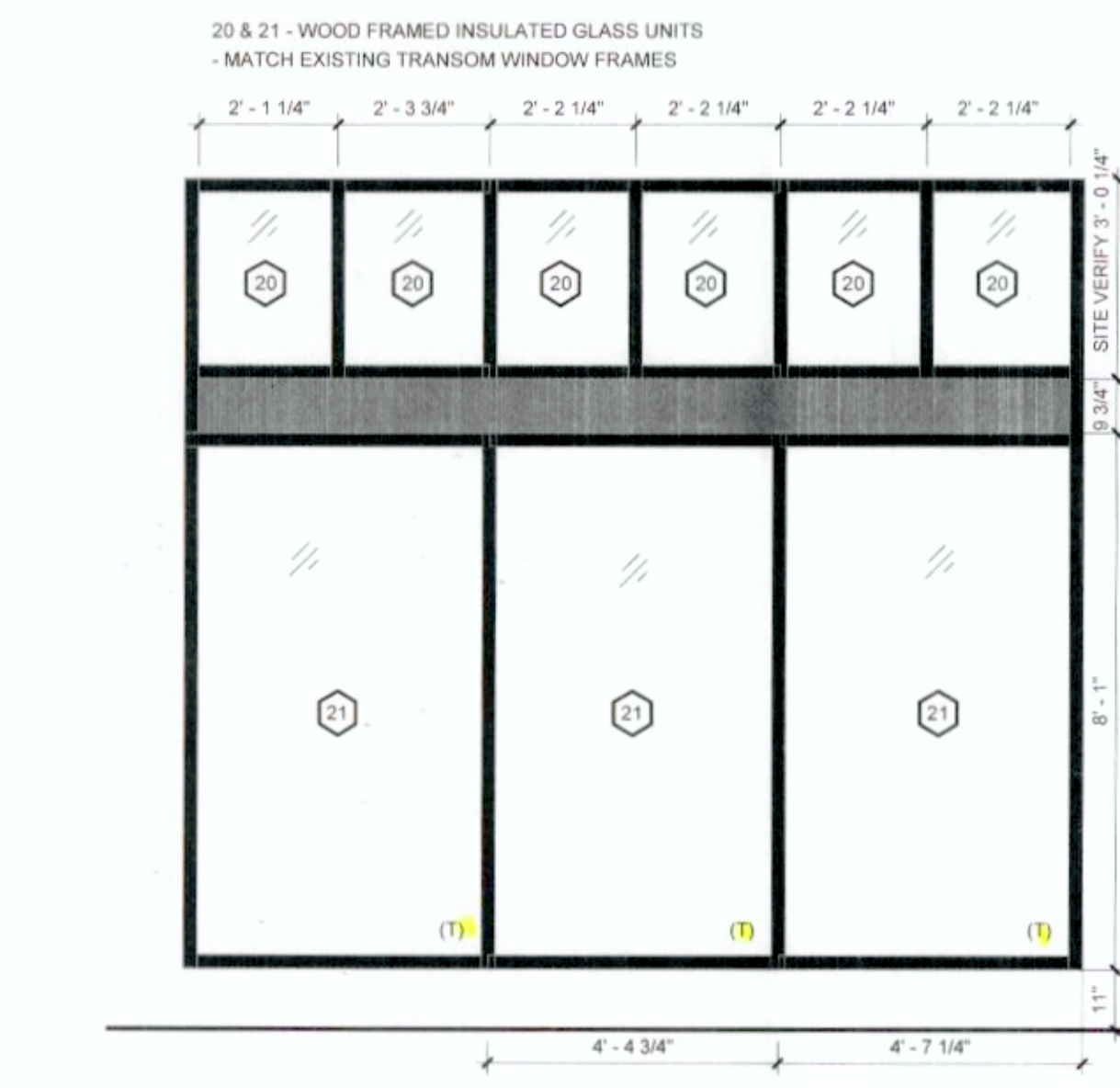
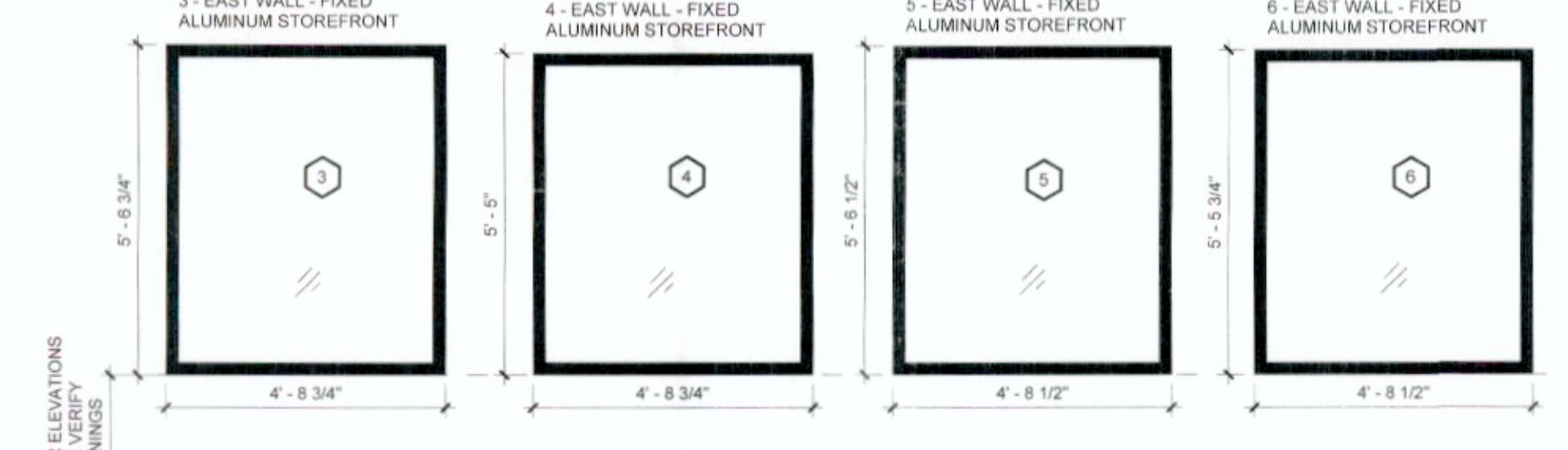
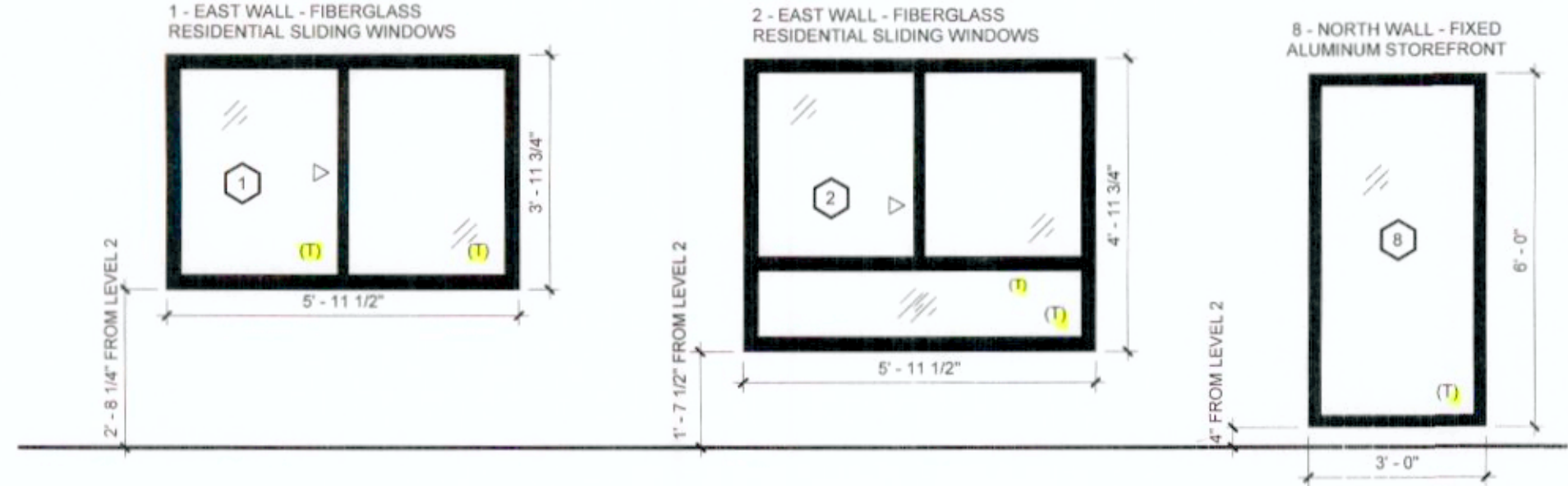
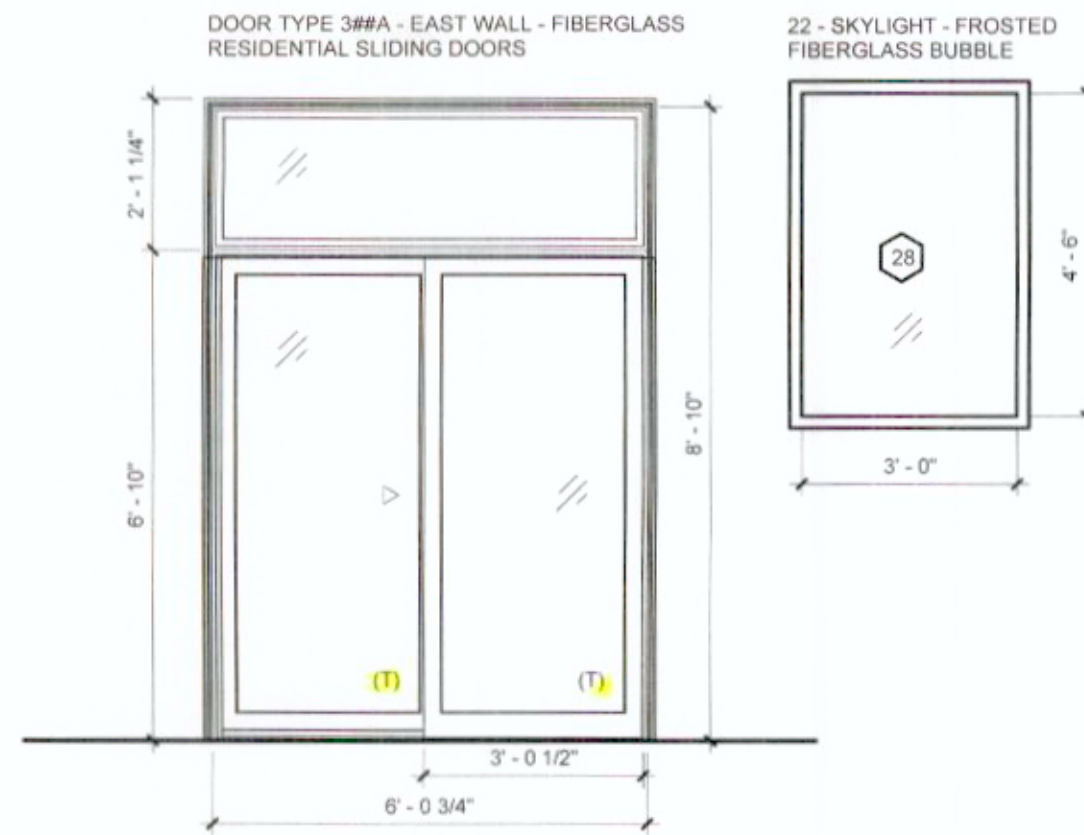


5 KITCHEN CHASE @ LEVEL 2  
3/4" = 1'-0"



GENERAL NOTE

1. INSTALL PER MANUFACTURER SPECS - FLASHINGS/WRAP/ETC.
2. (T) TEMPERED GLASS



DOOR SCHEDULE

MARK	WIDTH	HEIGHT	HARDWARE	FRAME MATERIAL	DOOR MATERIAL	KICK	CLOSER	FIRE RATING (HR)	NOTES
100A	6'-0"	7'-0"							
100B	3'-0"	7'-0"	LOCKSET	H.M.	SCWD	YES	YES	1/3	LOCK TENANT SIDE
110A	3'-0"	7'-0"							INTEGRATED GLASS
111A	3'-6"	7'-0"	STORAGE	H.M.	H.M.	YES	YES	1/3	
111B	3'-6"	7'-0"	STORAGE	H.M.	H.M.	YES	YES	1/3	
112A	3'-0"	7'-0"	KEYPAD	H.M.	SCWD	YES	YES		PRIVACY INDICATOR, PUSH/PULL
113A	3'-0"	7'-0"	KEYPAD	H.M.	SCWD	YES	YES		PRIVACY INDICATOR, PUSH/PULL
114A	5'-0"	7'-0"	KEYPAD	H.M.	SCWD	YES	YES		
115A	3'-0"	7'-0"	KEYPAD	H.M.	H.M.	YES	YES	1/3	W/ SMALL LITE
116A	2'-6"	7'-0"	STORAGE	H.M.	H.M.	YES	YES		
120A	3'-0"	7'-0"							INTEGRATED GLASS
120B	9'-1 1/2"	12'-10 3/4"			G-4400 Full Vision Aluminum Frame Garage Door				GARAGE DOOR WITH GLASS
120C	3'-0"	7'-0"	LOCKSET	H.M.	SCWD	YES	YES	1/3	LOCK TENANT SIDE
120D	3'-0"	7'-0"			SCWD				
130A	3'-0"	7'-0"							INTEGRATED GLASS
130B	9'-1 1/2"	12'-10 3/4"			G-4400 Full Vision Aluminum Frame Garage Door				GARAGE DOOR WITH GLASS
130C	3'-0"	6'-8"	PRIVACY	H.M.	SCWD				
201A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
201B	5'-0"	6'-8"			SCWD				CLOSET
201C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
201D	3'-0"	7'-0"			SCWD				
202A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
202B	5'-0"	6'-8"			SCWD				CLOSET
202C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
202D	3'-0"	7'-0"			SCWD				
203A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
203B	5'-0"	6'-8"			SCWD				CLOSET
203C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
203D	3'-0"	7'-0"			SCWD				
204A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
204B	5'-0"	6'-8"			SCWD				CLOSET
204C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
204D	3'-0"	7'-0"			SCWD				
205A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
205B	5'-0"	6'-8"			SCWD				CLOSET
205C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
205D	3'-0"	7'-0"			SCWD				
206A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
206B	5'-0"	6'-8"			SCWD				CLOSET
206C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
206D	3'-0"	7'-0"			SCWD				
207A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
207B	5'-0"	6'-8"			SCWD				CLOSET
207C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
207D	3'-0"	7'-0"			SCWD				
208A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
208B	5'-0"	6'-8"			SCWD				CLOSET
208C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
208D	3'-0"	7'-0"			SCWD				
209A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
209B	5'-0"	6'-8"			SCWD				CLOSET
209C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
209D	3'-0"	7'-0"			SCWD				
210A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
210B	5'-0"	6'-8"			SCWD				CLOSET
210C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
210D	3'-0"	7'-0"			SCWD				
211A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
211B	5'-0"	6'-8"			SCWD				CLOSET
211C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
211D	3'-0"	7'-0"			SCWD				
212A	3'-0"	7'-0"	ENTRY	H.M.	SCWD	NO	YES	1/3	UNIT ENTRY DOOR
212B	5'-0"	6'-8"			SCWD				CLOSET
212C	2'-8"	7'-0"	PRIVACY	H.M.	SCWD				FROSTED GLASS POCKET DOOR
212D	3'-0"	7'-0"			SCWD				
213A	3'-0"	7'-0"	STORAGE	H.M.	SCWD				
216A	2'-0"	7'-0"	STORAGE	H.M.	SCWD				
217A	2'-0"	7'-0"	STORAGE	H.M.	SCWD				
218A	2'-0"	7'-0"	STORAGE	H.M.	SCWD				
218B	2'-0"	7'-0"	STORAGE	H.M.	SCWD				
220A	3'-0"	6'-8"	STORAGE	H.M.	SCWD				
221A	2'-0"	7'-0"	STORAGE	H.M.	SCWD				
222A	2'-0"	7'-0"	STORAGE	H.M.	SCWD				
301A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING
302A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING
303A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING
304A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING
305A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING
306A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING
307A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING
308A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING
309A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING
310A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING
311A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING
312A	6'-0 3/4"	8'-10"	PATIO	FIBERGLASS	7296 SL DOOR				SLIDING

WINDOW SCHEDULE

MARK	QTY	WIDTH	HEIGHT	NOTES
1	1	5'-11 1/2"	3'-11 3/4"	
2	11	5'-11 1/2"	4'-11 3/4"	
3	1	4'-8 3/4"	5'-6 3/4"	
4	1	4'-8 3/4"	5'-5"	
5	1	4'-8 1/2"	5'-6 1/2"	
6	1	4'-8 1/2"	5'-5 3/4"	
8	1	3'-0"	6'-0"	
7	3	6'-1"	3'-4 1/2"	
28	12	4'-6"	3'-0"	SKYLIGHT

PANEL SCHEDULE

MARK	QUANTITY	NOTES
9	1	
10	1	
11	1	
12	1	
13	1	
14	1	
15	2	
16	2	
17	6	ADD STORM WINDOW PANE TO OLD TRANSOM - NO FOG
18	3	INSULATED GLASS REPLACEMENT
19	3	ADD STORM WINDOW PANE TO OLD TRANSOM - NO FOG
20	6	INSULATED GLASS REPLACEMENT
21	3	ADD STORM WINDOW PANE TO OLD TRANSOM - NO FOG
22	1	REPLACE WITH HISTORIC WINDOW PANE (OFCI) & ADD STORM WINDOW PANE TO OLD TRANSOM - NO FOG
23	6	
24	6	
25	6	SOLID PANEL
26	4	
27	2	SOLID PANEL



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SCHEDULES - WINDOWS, DOORS & PANELS  
448 MAIN STREET - RIVETT BUILDING  
MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

1" ACTUAL  
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES



REVISIONS:

No.	Description	Date
4	Revision 4	2022.03.30

DATE: 2022.09.30  
JOB: 21006  
SCALE: As indicated  
DRAWN BY: BJD  
CHECKED BY: JLF

A6.01





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**AREA PLANS FOR VTE**  
**448 MAIN ST - RIVETT BUILDING**

MASAKA PROPERTIES  
448 MAIN STREET  
SPRINGFIELD, OR 97477

**LEVEL 1:**  
1288 S.F. RESIDENTIAL  
3527 S.F. COMMERCIAL

**LEVEL 2:**  
4365 S.F. RESIDENTIAL

**LEVEL 3:**  
3591 S.F. RESIDENTIAL

**Building Area Legend**

- COMMERCIAL
- RESIDENTIAL

1" ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE TO BE ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.



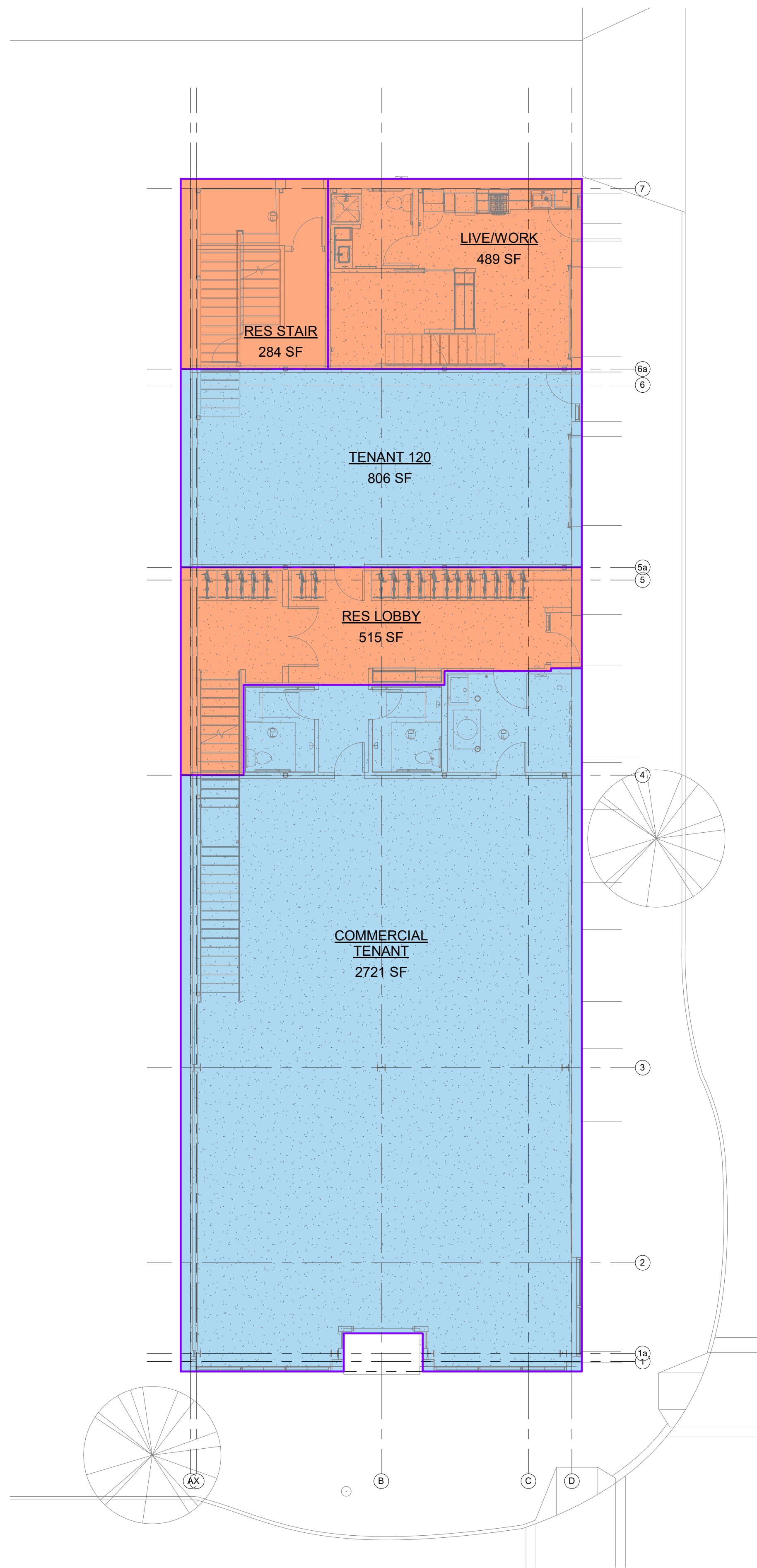
REVISIONS:

No.	Description	Date

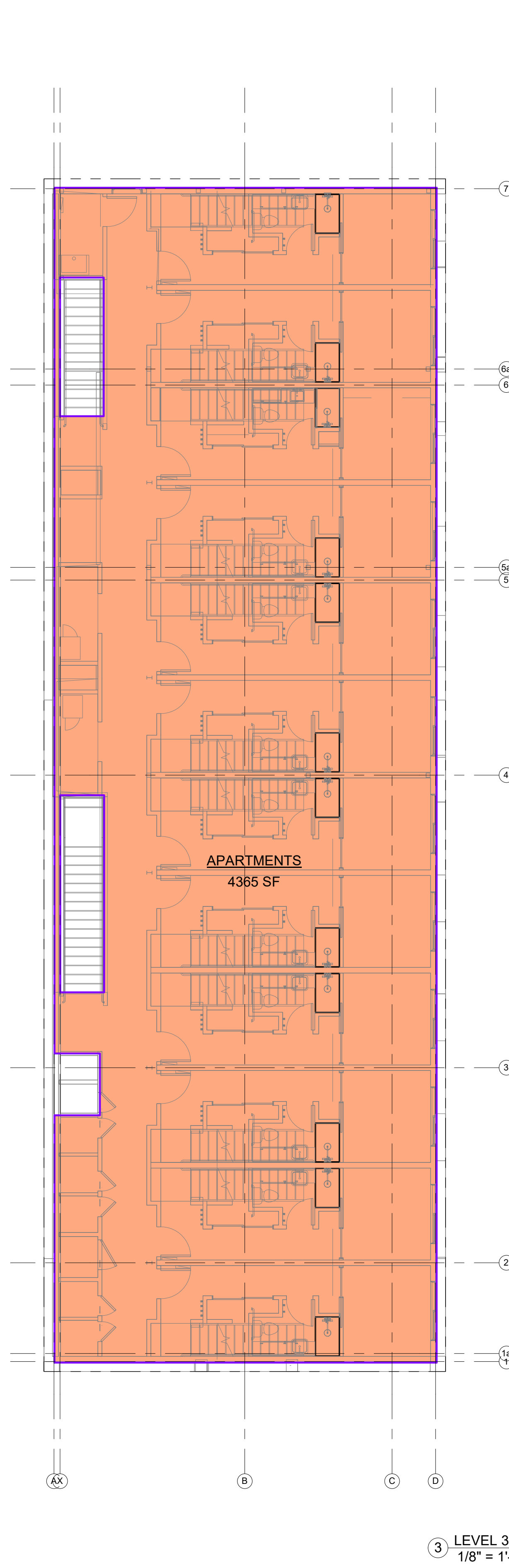
DATE 2024.06.24  
JOB 21006  
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**AREA**

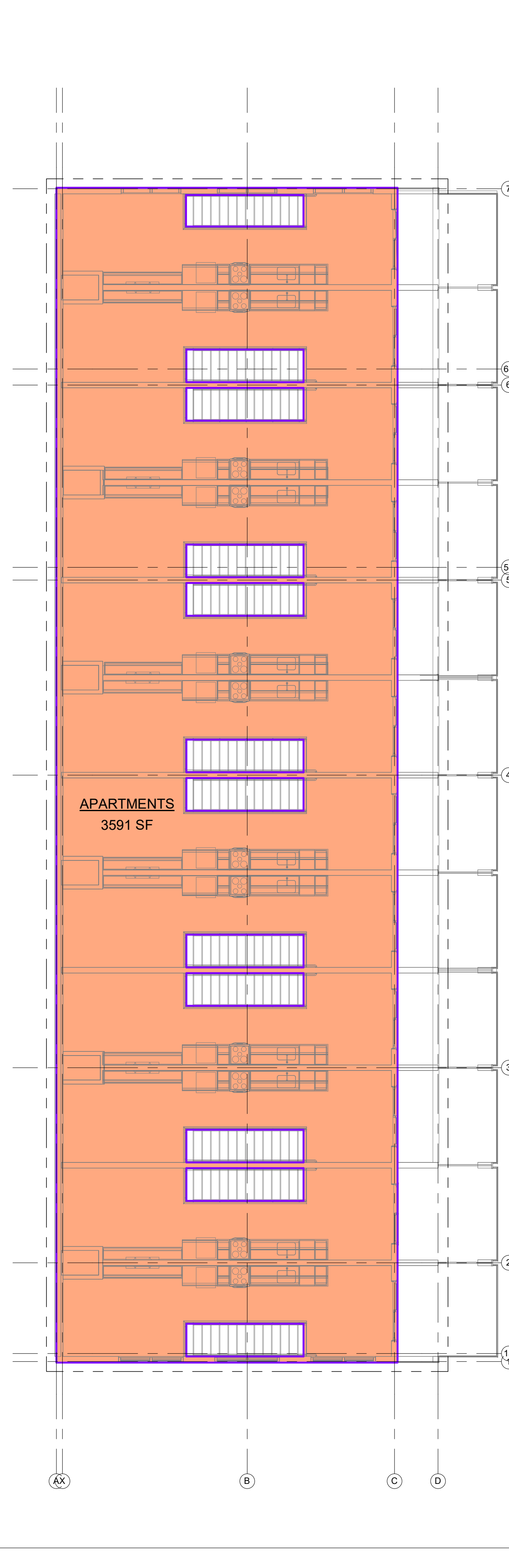
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① LEVEL 1  
1/8" = 1'-0"



② LEVEL 2  
1/8" = 1'-0"



③ LEVEL 3  
1/8" = 1'-0"



**CITY OF SPRINGFIELD, OREGON  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CERTIFYING A PARTIAL PROPERTY TAX EXEMPTION FOR THE RIVETT  
BUILDING PROJECT LOCATED AT 448 MAIN STREET WITHIN THE DOWNTOWN  
SPRINGFIELD VERTICAL HOUSING DEVELOPMENT ZONE**

**WHEREAS**, ORS 307.841 to 307.867 provides for vertical housing development zones (VHDZs) to encourage mixed-use developments through a partial property tax exemption in areas designated by communities;

**WHEREAS**, prior to the effective date of 2017 Oregon Laws, Chapter 326, also known as Senate Bill 310 (SB 310), the State of Oregon Housing and Community Service Department (HCSD) was responsible for designating VHDZs on behalf of local governments and certifying projects for partial tax exemption under the VHDZ program;

**WHEREAS**, on October 12, 2004, HCSD designated for a VHDZ for Downtown Springfield based upon application by the City in Resolution 04-36 (adopted July 26, 2004);

**WHEREAS**, no other taxing districts opted out of participation in the Downtown VHDZ;

**WHEREAS**, SB 310 amended state law to give cities and counties the authority to designate specific zones, to review applications for VHDZ partial property tax exemptions, added certain minimum VHDZ and project criteria, authorized additional local criteria, and authorized a fee for project applications; however, SB 310 did not otherwise affect the validity of existing VHDZs approved by HCSD;

**WHEREAS**, the City of Springfield has not adopted any additional local criteria for certifying partial property tax exemptions in the Downtown VHDZ, other than the criteria provided in ORS 307.841 to 307.867;

**WHEREAS**, the City received an application for a partial property tax exemption for Map and Tax Lot number 17-03-35-31-08000, addressed as 448 Main Street, Springfield, ("Project") which is located within the Downtown VHDZ; and

**WHEREAS**, the Council has reviewed the application for the Project and finds that it meets the requirements described in ORS 307.858;

**WHEREAS**, the Council determines that it is in the best interest of the city and of the Downtown VHDZ to grant the Project a partial property tax exemption,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD:

Section 1: The City of Springfield hereby certifies a partial property tax exemption for the Project as follows:

- A. The property subject to this certification is the entire tax lot 17-03-35-31-08000, other than the land of the Project, as provided in ORS 307.864(1)(a) and OAR 150-307-0800(3).

- B. The exemption multiplier based on the square footage of the Project dedicated to residential uses under ORS 307.857(4)(b) is 2.05 and applies to tax lot 17-03-35-31-08000. Other than the land of Project, the property at tax lot 17-03-35-31-08000 shall be partially exempt from ad valorem property taxes imposed by local taxing districts in the amount of 41 percent.
- C. No property within the Project is dedicated to low-income residential uses under ORS 307.857(4)(c) and therefore the land of tax lot 17-03-35-31-08000 is not exempt from ad valorem property taxes, as provided in ORS 307.864(1)(b).

Section 2: The partial property tax exemption described in Section 1 will take effect for the first tax year in which, as of the assessment date, the Project is issued a Certificate of Occupancy, and for the next nine consecutive tax years, unless the Project is decertified according to ORS chapter 307.

Section 3: The City Manager or designee is directed to send a copy of this Resolution with a notice of the certification of the Project to the Lane County Assessor as provided in ORS 307.861.

Section 4: The City Manager or designee is authorized to request documentation, undertake investigations, or otherwise review and monitor the Project to ensure ongoing compliance by the Project applicants and owners.

Section 5: This Resolution will take effect upon adoption by the Council.

ADOPTED by the Common Council of the City of Springfield this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

ATTEST:

\_\_\_\_\_  
City Recorder

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Drew Larson/DPW  
**Staff Phone No:** 541-726-3661  
**Estimated Time:** 5 Minutes  
**Council Goals:** Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** TGM GRANT RESOLUTION OF SUPPORT

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**ACTION REQUESTED:** Adopt/not adopt the resolution: A RESOLUTION OF THE CITY OF SPRINGFIELD TO SUPPORT A TRANSPORTATION GROWTH MANAGEMENT (TGM) GRANT APPLICATION FOR CREATION OF A SPRINGFIELD BICYCLE AND PEDESTRIAN MASTER PLAN

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**ISSUE STATEMENT:** Walking and bicycling are transportation modes that improve mobility options, public health, and environmental sustainability. Although Springfield's Transportation System Plan includes all modes, there is a need to further develop plans for the pedestrian and bicycle system to more fully accomplish the goals of the Springfield 2035 Transportation System Plan (TSP).

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**ATTACHMENTS:** [1: Resolution of Support for TGM Grant](#)  
[2: TGM Program Objectives](#)  
[3: City of Springfield Project Objectives](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:**

The City of Springfield seeks to apply to the state's Transportation Growth Management (TGM) Program to facilitate the creation of a Bicycle & Pedestrian Master Plan. By pursuing a TGM Program Grant, Springfield seeks to secure funding to develop a comprehensive Bicycle & Pedestrian Master Plan that enhances safety, accessibility, and connectivity for all ages and abilities.

This plan will align with Springfield's Transportation System Plan (TSP) goals, which include enhancing economic vitality, supporting diverse land use patterns, and maintaining a sustainable and efficient transportation system.

The Oregon Transportation Planning Rule (TPR) requires integration of bicycle and pedestrian planning into the TSP. The TSP includes bicycle and pedestrian projects needed to improve connectivity between primary destinations within the City or to fill in gaps in the off-street trail system, but contemplates additional planning work to more fully develop the network of bicycle and pedestrian facilities in Springfield. Further, LCDC has mandated additional bicycle and pedestrian planning work to be completed and integrated into a future TSP update by Dec. 31, 2029. This proposed grant and subsequent project would align with the requirements of the TPR and mitigate the cost to the City to meet the new transportation planning mandates.

The resolution authorizes city staff to pursue the grant application and accept the grant if awarded, emphasizing Springfield's commitment to providing a 10.27% local match requirement and seeing the project through to adoption; staff will provide in-kind staff time to satisfy the required local match.

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**CITY OF SPRINGFIELD, OREGON  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SPRINGFIELD TO SUPPORT A TRANSPORTATION  
GROWTH MANAGEMENT (TGM) GRANT APPLICATION FOR CREATION OF A  
SPRINGFIELD BICYCLE AND PEDESTRIAN MASTER PLAN**

**WHEREAS**, the City of Springfield recognizes the critical importance of promoting sustainable transportation options to enhance mobility, public health, and environmental sustainability;

**WHEREAS**, the Springfield 2035 Transportation System Plan (TSP) sets forth goals to provide an efficient, sustainable, diverse, and environmentally sound transportation system that supports and enhances Springfield’s economy and land use patterns; preserves, maintains, and enhances Springfield’s transportation system through safe, efficient, and cost-effective transportation system operations and maintenance techniques for all modes; enhance and expand Springfield’s transportation system design to provide a complete range of transportation mode choices; and create and maintain a sustainable transportation-funding plan that provides implementable steps towards meeting Springfield’s vision;

**WHEREAS**, TSP policies 1.3 and 1.4 aim to develop a multi-modal transportation system supporting various urban functions, reducing reliance on single-occupancy vehicles (SOVs), and enhancing bicycle and pedestrian infrastructure to accommodate diverse populations, including those with disabilities;

**WHEREAS**, the City of Springfield is committed to expanding Transportation Demand Management (TDM) programs to reduce peak hour congestion and SOV reliance (TSP Policy 2.3), maintaining a safe and efficient bike and pedestrian system (TSP Policy 2.4), enhancing transit accessibility and convenience (TSP Policy 2.5), and promoting a balanced multi-modal transportation approach with intermodal connections (TSP Policy 2.10);

**WHEREAS**, Springfield aims to expand and enhance its bikeway system and support bicycle facilities in both new development and redevelopment (TSP Policy 3.2), ensure a continuous transportation network with direct travel routes for all modes (TSP Policy 3.4), address the mobility and safety needs of all users (TSP Policy 3.5), and create a pedestrian-friendly environment that enhances safety, comfort, and convenience by providing direct routes and removing barriers (TSP Policy 3.7);

**WHEREAS**, achieving these goals and policies requires proactive planning and investment in active transportation infrastructure, including the development of a Bicycle & Pedestrian Master Plan;

**WHEREAS**, the Transportation Growth Management (TGM) Program provides valuable resources and funding opportunities to support the planning and development of transportation infrastructure projects that plan for all ages and abilities;

**WHEREAS**, the Oregon Transportation Planning Rule (TPR) at OAR 660-012-0020 requires the inclusion of bicycle and pedestrian planning as integral components of comprehensive transportation planning efforts to improve safety, accessibility, and connectivity for all users;

**WHEREAS,** the City of Springfield seeks to enhance its bicycling and pedestrian infrastructure through the development of a comprehensive Bicycle & Pedestrian Master Plan, which will guide future investments and improvements in active transportation infrastructure; and

**WHEREAS,** the development of a Bicycle & Pedestrian Master Plan is essential to fostering connected neighborhoods, promoting economic vitality, and improving the overall quality of life for residents and visitors,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD:

Section 1: The Common Council hereby expresses its full support for the City's application for a Transportation Growth Management (TGM) Program Grant to produce a Bicycle & Pedestrian Master Plan that aligns with the goals and objectives of the Springfield 2035 Transportation System Plan.

Section 2: The Common Council authorizes the City Manager or her designee to develop, execute, and submit the necessary grant application materials to the TGM Program and to take all actions necessary accept said TGM Program Grant funds if awarded to the City.

Section 3: This Resolution will take effect upon adoption by the Council.

ADOPTED by the Common Council of the City of Springfield this \_\_\_\_ day of July, 2024, by a vote of \_\_\_\_\_ for and \_\_\_\_ against.

ATTEST:

\_\_\_\_\_  
City Recorder



Better Ways To Better Places  
Since 1993

# Transportation & Growth Management Program

## Mission

Oregon's Transportation and Growth Management Program supports community efforts to expand transportation choices. By linking land use and transportation planning, TGM works in partnership with local governments to create vibrant, livable places in which people can walk, bike, take transit, or drive where they want to go.

## Goals and Objectives

The TGM Program works in partnership with local governments and other stakeholders to accomplish the following interrelated goals and objectives:

1. **Provide transportation choices** to support communities with the balanced and interconnected transportation networks necessary for mobility, equity, and economic growth.
  - 1.1 A balanced, interconnected, and safe transportation system that provides a variety of transportation options and supports land uses.
  - 1.2 Appropriately sited, designed, and managed local, regional, and state transportation facilities and services that support the movement of goods and provide for services.
  - 1.3 Mobility choices for underserved communities and those with limited options.
  - 1.4 Safe and convenient walking, biking, and public transportation opportunities to support a healthy, active lifestyle.
2. **Create communities** composed of vibrant neighborhoods and lively centers linked by accessible transportation.
  - 2.1 Livable towns and cities with a mix of housing types, work places, shops, schools, and parks for people of all ages, incomes and abilities.
  - 2.2 Well-located activity centers, including schools and other government services, which are accessible to pedestrians, bicyclists, and transit users.
  - 2.3 A safe and appealing physical environment supportive of the social, cultural, and health needs of all the community residents.



3. **Support economic vitality and growth** by planning for land uses and the movement of people and goods.
  - 3.1 Thriving existing neighborhoods and centers and well-planned new growth that accommodate existing and future residents, businesses, and services.
  - 3.2 Well-located and accessible industrial and employment centers.
  - 3.3 Housing with access to education, jobs, and services.
4. **Save public and private costs** with compact land uses and well-connected transportation patterns.
  - 4.1 Urban growth accommodated within existing communities, thus minimizing, delaying, or providing an alternative to an urban growth boundary expansion.
  - 4.2 Future transportation needs accommodated within the existing or improved system, thus minimizing, delaying, or providing an alternative to constructing additional major infrastructure projects.
5. **Promote environmental stewardship** through sustainable land use and transportation planning.
  - 5.1 Transportation systems and land use patterns that protect valuable natural resources, promote energy efficiency, and reduce emissions of air pollution and greenhouse gases.

**TGM**  
*Better Ways to Better Places*

[www.oregon.gov/LCD/TGM](http://www.oregon.gov/LCD/TGM)

## Creating a Bicycle and Pedestrian Master Plan

### Project Objectives

This project aims to transform Springfield's transportation infrastructure through the development and implementation of a comprehensive Bicycle and Pedestrian Master Plan. Springfield, like many cities, faces challenges related to safety, accessibility, and sustainability in its transportation network. With this grant application, Springfield seeks to address these challenges and create a more vibrant, equitable, and sustainable community.

Our objectives:

- **Improve Safety:** We will identify areas of the community to incorporate necessary safety improvements, e.g., traffic calming measures, improved lighting, and create separated bike lanes and pedestrian paths, etc., into the plan to enhance safety for all road users.
- **Support Economic Development:** We will promote enhancement of the local economy by planning for improved bike/ped connectivity to Springfield businesses, improve streetscapes, foster pedestrian-friendly business districts, and amenities.
- **Enhance Accessibility:** By improving sidewalk connectivity, adding crosswalks, ramps, and pedestrian-friendly infrastructure, we aim to increase accessibility for all ages and abilities.
- **Promote Active Transportation:** Through the creation of a comprehensive network of bike lanes, multi-use paths, and pedestrian-friendly streets, we will encourage walking and cycling as viable modes of transportation.
- **Encourage Health and Wellness:** Our efforts will promote physical activity and public health by making it an attractive alternative for residents to walk or bike for short trips instead of relying solely on motor vehicles.
- **Preserve the Environment:** This plan will aim to reduce air pollution and carbon emissions and promote sustainability through alternative modes of transportation, contributing to a healthier environment for current and future generations.
- **Community Engagement and Education:** We will involve the community in the planning process to further understand their needs/wants, and to raise awareness about the benefits of walking and cycling through outreach programs, educational campaigns, and events.
- **Equity and Social Inclusion:** Our plan will aim to ensure the benefits are equitably distributed across all neighborhoods and demographics, including low-income communities and people with disabilities.
- **Integrate with Transit:** We will coordinate with existing public transportation systems, with a goal to create seamless connections between walking, cycling, and public transit, making it easier for residents to combine modes of transportation for their daily travel.

- **Monitor and Evaluate:** We will establish metrics and benchmarks to track progress towards our goals and regularly evaluate the effectiveness of implemented measures to make adjustments as needed.

The proposed Transportation Growth Management (TGM) Grant presents a transformative opportunity for Springfield, OR. By prioritizing safety, accessibility, and sustainability, our Bicycle and Pedestrian Master Plan aims to create a more vibrant, equitable, and resilient community. Through collaboration with stakeholders, community engagement, and rigorous monitoring, we are confident in our ability to achieve our objectives and create lasting positive change. With your support, we look forward to realizing a future where walking and cycling are not only safe and convenient but also integral parts of everyday life in Springfield. Thank you for considering our proposal and investing in the future of our city.



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**AGENDA ITEM SUMMARY**

**Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Brian Barnett/Scott Miller  
**Staff Phone No:** 541-726-3673  
**Estimated Time:** 5 Minutes  
**Council Goals:** Maintain and Improve Infrastructure and Facilities

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** CITY & SUB STREET LIGHTING INTERGOVERNMENTAL AGREEMENT (IGA)

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**ACTION REQUESTED:** Motion: Authorize/Not Authorize the City Manager to negotiate and execute an IGA with Springfield Utility Board (SUB) for the maintenance and operation of the City-owned street lighting system.

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**ISSUE STATEMENT:** A 2003 Street Light Maintenance IGA currently exists between the City and SUB. A presentation was made at the 6/3/24 City Council Work Session to solicit feedback for updating the IGA. There are several final details to be determined by City and SUB legal teams, and once those details are finalized we are requesting that the City Manager be given authority to execute the IGA.

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**ATTACHMENTS:** 1. Draft City & SUB Street Light Maintenance IGA

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**DISCUSSION/  
FINANCIAL  
IMPACT:** The City of Springfield owns the street lighting system that operates within City limits. Most of this system is connected directly to SUB facilities that fall under the National Electric Safety Code, and by statute and administrative regulation fall under the exclusive control of the electric utility (SUB). Under this structure, SUB performs most routine maintenance activities on this city-owned system. While a 2003 IGA currently exists to govern these activities, it needs to be updated to reflect the current business needs. In particular, the proposed IGA provides better guidance in the following areas:

- Energy costs for each light can be charged based on actual consumption instead of a flat rate.
- A maintenance cost reimbursement model that now incorporates an additional adjustment for inflation (rather than a simple +/- 5% adjustment).
- Facility ownership boundaries that match SUB's definitions for other customers.
- Better defined maintenance responsibilities.
- Reports that SUB must provide on an annual basis to facilitate audits.
- Roles of third parties (developers and contractors).
- The IGA will be accompanied by a Standard Operating Procedure approved by the Division Director, which will govern the day-to-day business rules and can be updated more frequently to match changing conditions.

The City expects some cost savings to be realized through the execution of this IGA. In particular, we will be able to use the new control nodes installed on each light through the 2023-2024 ARPA-funded Street Light LED Replacement project to measure actual energy consumption, with further cost savings through dimming and trimming of lights. We expect additional savings of approximately \$30,000-\$40,000 per year. Additionally, this IGA provides much better definition of responsibilities, which will allow communication and maintenance activities to be streamlined.

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# STREET LIGHTING INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Springfield, Oregon, herein referred to as “City” and the Springfield Utility Board, herein referred to as “SUB.”

WHEREAS, SUB provides electric service to the residents of Springfield inside SUB’s electric service territory; and

WHEREAS, the City provides street lighting for the residents of Springfield; and

WHEREAS, the parties desire to agree upon their respective duties and obligations for the installation and maintenance of the City’s street light system;

NOW, THEREFORE, the parties hereto mutually agree as follows:

## ARTICLE I – SCOPE OF AGREEMENT

A. This Agreement shall be in effect for all City-owned street lights in the City of Springfield and shall include construction and maintenance of street light facilities.

B. The Appendices associated with this Agreement may be updated by the Controlling Party with sufficient notice to the other Party. Additional topics included in the appendix shall be agreed to by both parties.

1. The SUB Appendices shall address the following topics:
  - 1.a) *O&M Subsidiary Ledger*
  - 1.b) *O&M fees*
  - 1.c) *Energy fees*
  - 1.d) *NESC-related Construction Standards and Drawings*
2. The City Appendices shall address the following topics:
  - 2.a) *Manufacturer part numbers for fixtures and control nodes*
  - 2.b) *NEC-related Construction Standards and Drawings*

C. The Standard Operating Procedures (SOP) document associated with this Agreement may be updated periodically upon mutual agreement of both parties’ division directors, or their designee. The updates may be done in-part or as a whole and such changes shall be referenced in a revision table. Both parties shall attempt to resolve requested revisions to the SOP within 180 days of receiving a written request. If the division directors cannot reach agreement to changes in the document, SUB’s General Manager and the City Manager shall determine appropriate changes.

## ARTICLE II - DEFINITIONS

**City Facility(ies)**- street light facilities that are owned by the City of Springfield, beyond the Ownership Boundary including, but not limited to, overhead and underground conductors, junction boxes, conduit, poles, foundations, conductor supports, fuse holders, fuses, mast arms, luminaires, and street light controls.

**Controlling Party** - A Party to this Agreement who shall have the authority to make changes to particular Appendices without concurrence of the other Party. Each of the Appendices shall designate the Controlling Party and define sufficient notice.

**Energy Charge** - For NESC Installations the Energy Charge for each kWh consumed shall be set by the SUB L-1 rate schedule for both nodal metered and non-metered lighting. For NEC Installations the Energy Charge for each kWh consumed shall be set by the SUB L-2 or GS-1 rate schedule.

**Exclusive Control** - The party with “Exclusive Control” has unilateral authority to decide interpretation of code and implementation of physical actions on the installation. For NESC installations, SUB has exclusive control. For NEC installations, SUB has exclusive control of all SUB Facilities, and City has exclusive control of all City Facilities not controlled by SUB.

**Extended Maintenance** - Activity performed by SUB on City Facilities, which is not tracked on the O&M Subsidiary Ledger. Activities associated with Extended Maintenance will have their own project approval and payment processes as defined in the SOP.

**Foreign Facility(ies)** - Electric utility facilities that are owned by a foreign utility (typically, EWEB or EPUD) and applies where an NESC Installation receives electricity from a utility other than SUB. SUB will provide maintenance and coordinate with the other utility for safe access.

**Ownership Boundary** - The Ownership Boundary is the physical point at which SUB owned facilities end and the City owned facilities begin. Ownership defines the financial responsibilities of each party. Ownership Boundaries are defined below and shown below in Figure 1:

- For underground fed metered street lights, the final SUB Facility is the conductor that enters the meter box and terminates at the lug. The meter box and its terminations are City Facilities. SUB owns the actual meter.
- For overhead fed metered street lights, the final SUB Facility is the connector outside the weatherhead. SUB owns the actual meter.
- For underground fed non-metered street lights, the final SUB Facility is the last connector in the SUB junction box or transformer. All street light fusing is City Facilities.
- For overhead fed non-metered street lights, the final SUB Facility is the last connector on the SUB transformer secondary side or the last connector that is shared with another SUB customer service.



# Streetlight Maintenance

- Owned by SUB and under SUB's exclusive control
- Owned by City and under City's exclusive control
- Owned by City and under SUB's exclusive control

## Legend

- 1: Utility pole
- 2: Transformer (Pole or Pad Mounted)
- 3: Utility Junction Box
- 4: Service Panel and Meter
- 5: Cobra Head Light Pole
- 6: Cobra Head Light Fixture
- 7: Street Light Junction Box
- 8: Decorative Light and Pole
- 9: Third Party Customer (Residence, Commercial or Industrial Customer, or Private Light)

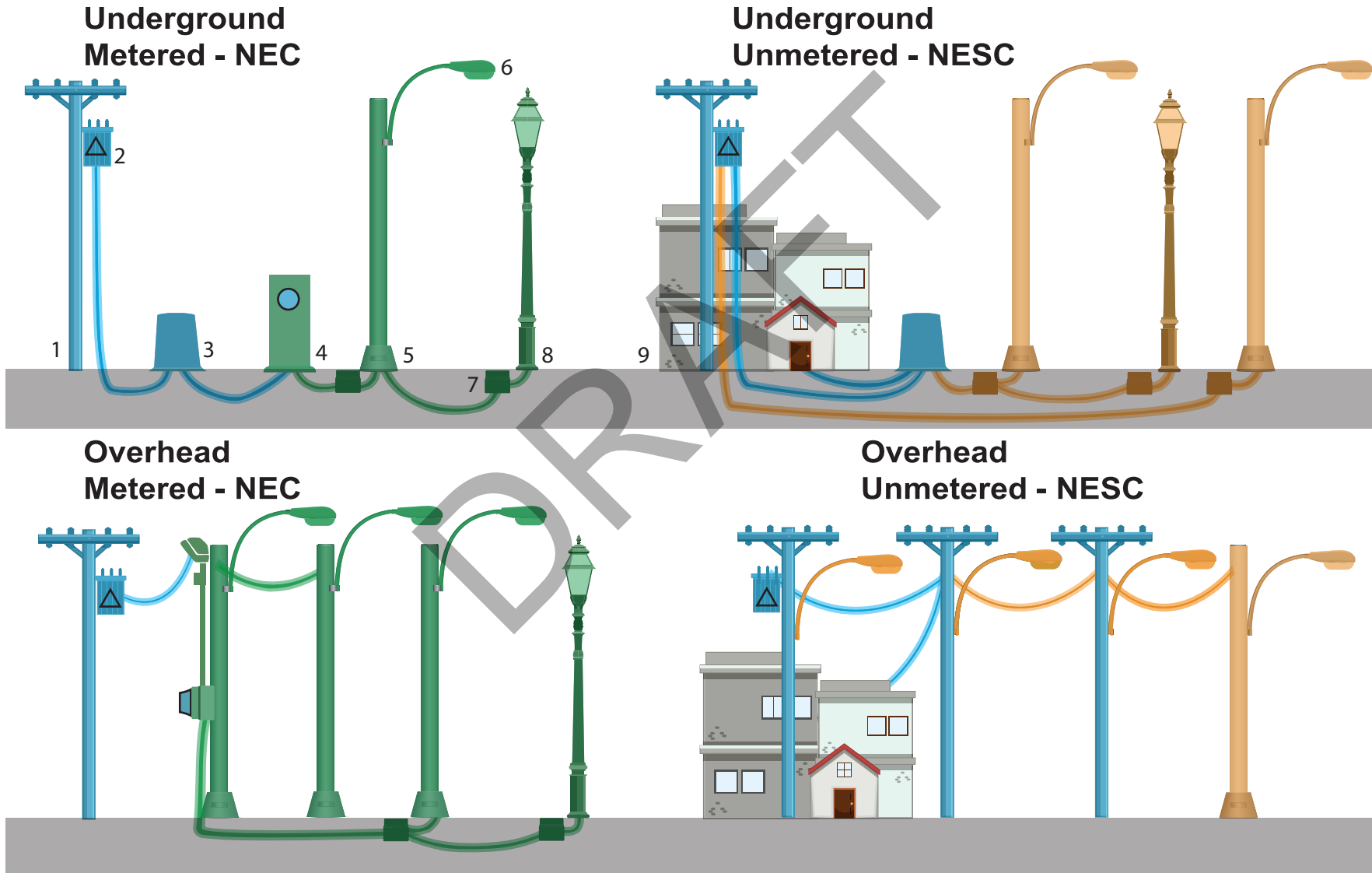


Figure 1. City and SUB ownership and maintenance

**NEC - National Electrical Code**, also known as NFPA 70.

**NEC Installations** - Electrical installations that follow the NEC rules. These are typically installations behind a revenue utility meter with an associated service disconnect device.

**NESC - National Electrical Safety Code**, also known as IEEE C2.

**NESC Installations** - Electrical installations that follow NESC rules. These rules govern facilities under exclusive control of the electric utility. For street lights, these typically do not have a revenue utility meter with an associated service disconnect device, with direct connection to the utility service.

**Nodal Metering** - Collection of actual street light energy usage through a City owned control node at each light. The use of a control node does not in and of itself constitute an NEC installation because there is not necessarily an associated service disconnect device.

**O&M Subsidiary Ledger** - Perpetual accounting used to true up SUB expenditures for ordinary maintenance as debits and City payments as credits.

**SOP** - Standard Operating Procedures associated with this agreement.

**Small Cell Pole** - A City owned facility that discreetly houses a small cell antenna where the street light circuit is on its own breaker behind the cell owner meter.

**SUB Facility(ies)** - Electric utility facilities that are owned by SUB. This includes poles, transformers, utility junction boxes, conductors and connectors which serve the City street lights, as well as other SUB customers.

## **ARTICLE III – STANDARDS AND SPECIFICATIONS**

A. All specifications covering the construction and maintenance of street light facilities shall conform to the following codes except where lawful requirements of the public authorities may be more stringent, in which case the more stringent will govern.

1. The National Electrical Safety Code (NESC), most recently adopted version by the State of Oregon, for non-metered installations
2. The National Electrical Code (NEC), most recently adopted version by the State of Oregon, for metered installations
3. Oregon Electrical Specialty Code, most recently adopted version by the State of Oregon, for metered installations
4. The Occupational Safety and Health Act (OSHA) and Oregon OSHA.
5. The City of Springfield
  - a) *Standard Construction Specifications*
  - b) *Engineering Design Standards and Procedures Manual (EDSPM)*
  - c) *Springfield Development Code (SDC)*
  - d) *Springfield Municipal Code (SMC)*

B. All NEC and NESC-related construction standards and drawings shall have an engineering seal applied in conformance with Oregon law (ORS 672) by the Controlling Party.

C. All material standards covering street lighting facilities shall be developed by the City with SUB providing technical assistance. The City shall strive to limit the type and size of newly installed street lighting fixtures to no more than five cobra head sizes (lumen output and pattern), and two decorative luminaires (lens, lumen output, housing style and tenon size). See City Appendix 2.a)

## **ARTICLE IV – COORDINATION FOR NEW CONSTRUCTION**

These items will have processes (e.g. design, inspection, as-built), roles, responsibilities, and default cost recovery methods defined in the SOP:

- A. New installation or modification during development approval (i.e. PIP)
- B. New installation or modification, outside of a development, or in a roadway project (i.e. CIP)
- C. New installation or modification associated with a small cell
- D. New installation or modifications to City Facilities, work NOT performed by SUB
- E. New installation of City Facilities, work performed by SUB

## **ARTICLE V – MAINTENANCE**

A. SUB responsibilities in this section are included in the Operations and Maintenance fees and tracked in the O&M Subsidiary Ledger.

1. SUB shall be responsible for maintenance of NESC Installations of City Facilities, with inclusions, exclusions, and clarifications described in the SOP for specific assets.
2. SUB shall be responsible for locating underground circuits for NESC Installations.
3. SUB shall be responsible for troubleshooting NESC installations, as described in the SOP.
4. SUB shall maintain City owned NESC Installations attached to Foreign Facilities.
5. SUB shall be responsible for coordinating with other utilities when performing maintenance on NESC Installations connected to Foreign Facilities.
6. SUB shall transfer City Facilities to the new utility pole when the old utility pole is replaced.
7. SUB, in coordination with the City, shall respond to customer inquiries and reported problems with the City Facilities to minimize the number of transactions. The division of responsibilities will be described in the SOP.
8. SUB shall maintain an adequate inventory of street light materials as described in the SOP.
9. SUB shall provide estimates for Extended Maintenance and special projects, as requested by the City.



10. SUB, in coordination with the City, shall coordinate physical asset management, including as-builts, mapping and database records to enable reasonable access as described in the SOP.
11. SUB shall energize and de-energize NESC Installations, as needed, for new installations and maintenance.
12. SUB will provide an annual report no later than January 31 for the preceding calendar year as described in the SOP.

B. City maintenance responsibilities:

1. The City shall be responsible for locating underground circuits for NEC installations.
2. The City shall be responsible for the maintenance activities of NEC installations.
3. The City shall maintain an adequate inventory of street light materials as described in the SOP.
4. The City shall be financially responsible for the Extended Maintenance activities of City-owned NESC facilities. The City may contract with SUB or a SUB-approved contractor to perform work on the city's behalf.

## **ARTICLE VI – ADDITIONAL SERVICES**

SUB responsibilities in this section are not covered by the Operations and Maintenance fees, nor accrued to the Subsidiary Ledger. Additional billings will be made, based on the work performed, and billed per project at actual cost as a pass-through.

A. SUB shall be responsible for performing emergency work to address conditions that affect public safety. The description of the scope of work to be performed will be described in the SOP. The following are some examples of emergency work:

- Any emergency response where the benefit to the City Facilities is incidental to SUB's response, the work will be performed without additional cost to the City
- Response for other unforeseen natural events where SUB's response is primarily for the benefit of City Facilities
- Response for damage per SOP

B. Extended Maintenance work and special projects shall be requested by the City and performed by SUB upon mutual agreement, as described in the SOP. When requested by the City, SUB will provide a written estimate prior to work being authorized. If the City directs SUB to perform the Extended Maintenance work, SUB may proceed on verbal approval followed by written request.

## ARTICLE VII - BILLINGS

A. Each month, SUB will prepare the previous month's invoice for energy, based on SUB's L-1 Rate Schedule for NESC Installed lights, and maintenance costs for all SUB maintained lights, based on SUB's Appendices 1.b) and 1.c). All maintenance costs at a fixed rate per fixture will appear on this invoice and all Extended Maintenance shall be invoiced separately.

B. Energy billing for NESC Installations will be determined by actual energy usage as measured by Nodal Metering. The control system will be rated for at least 0.5% accuracy and will be agreed to by SUB prior to deployment. The City shall provide SUB access or information regarding consumption, as described in the SOP.

In the event that there is insufficient data to determine the energy consumption using the Nodal Metering, the default kWh calculation will be based on the NEMA input wattage for the fixture with an average of 304 hours per month (averaging 10 hours per night).

C. Maintenance of street lights shall be performed on an actual cost basis. At the end of each billing year, actual SUB labor and material costs will be tracked and debited to the O&M Subsidiary Ledger and City monthly maintenance payments will be credited to the O&M Subsidiary Ledger.

A balance will be carried over from one year to the next. The maintenance rates in effect and the carryover will be used to determine the following year's maintenance rates with the provision that the rates shall not increase or decrease by more than 5% from year to year after accounting for cost of living changes according to Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), <http://www.ssa.gov/oact/STATS/cpiw.html>, without mutual concurrence, starting in 2024. With mutual concurrence, the CPI-W adjustment may be disregarded. Every five years, a review should be performed to true up experienced maintenance costs, and this may result in a one-time payment to cure the differential.

D. Upon termination of this Agreement, the City and SUB shall have negotiations to reconcile any remaining carryover debit or credit.

E. Billings for Extended Maintenance and special projects will be invoiced as Work For Others within 90 days of work completion, unless other arrangements are made.

## ARTICLE VIII – CONTRACTORS

A. The contractor specifically agrees to comply with all applicable health and safety laws and regulations whether federal, state, or local, and whether adopted for the benefit of contractor's employees or the general public. The contractor shall be responsible for remedying unsafe work procedures giving rise to violations, and shall defend and hold harmless SUB from any penalty, fine, or liability in connection therewith.

B. City contractors working on NESC Facilities shall follow either option 1 or 2 below, with SUB's approval.

1. Comply with all of the following:
  - a) *SUB shall be informed of the City's intent to have a contractor perform street light work on SUB-owned poles, making electrical connections at the Ownership Boundary or having access to SUB j-boxes or transformers.*
  - b) *SUB shall provide a system orientation to the contractor prior to allowing the work on SUB Facilities.*
  - c) *Contractors used by the City on SUB Facilities shall have completed the BOLI Standards of Apprenticeship for Electrical power-line installers and repairers and must follow OSHA 1910.269 Electrical power generation, transmission and distribution.*
  - d) *The contractor shall meet SUB's insurance coverage requirements as specified in SUB's Standard Terms and Conditions..*
2. Electrical contractors, used by the City on City Facilities that are under SUB's Exclusive Control, shall coordinate with SUB for disconnection and reconnection of NESC installations.

## **ARTICLE IX – LIABILITIES**

A. SUB shall indemnify and hold harmless the City and its employees from and against any and all claims, losses, damages, and expenses, including attorney's fees at or before trial, and on appeal, on account of or resulting from the performance of work by SUB pursuant to this agreement.

B. The City shall indemnify and hold harmless SUB and its employees from and against any and all claims, losses, damages, and expenses, including attorney's fees at or before trial, and on appeal, on account of or resulting from the performance of work by City or its contractor(s) pursuant to this agreement.

## **ARTICLE X – TERMS OF AGREEMENT**

This Agreement shall continue in force for three (3) years from its effective date and thereafter until terminated by either party at any time upon at least 180 days prior notice to the other party, and provided further that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to any and all work requests received from the City prior to the time of termination.



In witness whereof, the parties hereto have caused these present to be executed by their respective officers thereunto duly authorized as of this day and year written below.

**SPRINGFIELD UTILITY BOARD**

By: \_\_\_\_\_

Jeff Nelson, General Manager

Date: \_\_\_\_\_

**CITY OF SPRINGFIELD**

By: \_\_\_\_\_

Nancy Newton, City Manager

Date: \_\_\_\_\_

DRAFT

## O&M Subsidiary Ledger

Appendix 1.A.

Effective Date: \_\_\_\_\_

SUB expenses are tracked using Job # 110644 or other job numbers directly assigned for street light maintenance. SUB overheads are accumulated at the maintenance/expense values. Revenue and expenses will cover the same time frame.

Additional payments shall be listed as separate line items

Year	Revenue from City	SUB Expenses	Revenue - Expense	Running Total	Notes
2023				(\$107,830.14)	Carry over
2024					January to June
2024					True up.
2024					July to December
2025					
2026					
2027					
2028					
2029					True-up year

DRAFT

## O&M Fees

Appendix 1.B.

Effective Date: \_\_\_\_\_

The maintenance rate for 2024 is **\$1.65** per NESC installed light per month.

DRAFT



## **SUB Energy Fees**

Appendix 1.C.

Effective Date: \_\_\_\_\_

Unmetered lights are billed according to the L-1 current rate schedule.

As of 4/1/24, the basic rate is \$0.43 per light per month and \$0.0655per kWh.

DRAFT

## **SUB Construction Standards and Drawings**

Appendix 1.D.

Effective Date: \_\_\_\_\_

SUB accepts the following City drawings without exception for NESC installations:

- TSD5\_23      Metal Pole Luminaire Detail, dated October 2003
- TSD5\_24b    Fiberglass Pole with “Cobra Head” Luminaire Detail, dated Feb 16, 2023
- 5-24d        Decorative Street Light Detail, dated May 2020

DRAFT

## Manufacturer Part Numbers for Fixtures and Control Nodes

Appendix 2.A.

Effective Date: \_\_\_\_\_

### Fixtures

Light Category	Manufacturer	Model	Input Wattage
Replacement Pathway	Acuity	ATBX P10 MVOLT R2 BK NL P7	14
Replacement Low	Acuity	ATBMIC P105 MVOLT R2 NL P7	45
Replacement Med	Acuity	ATBMIC P155 MVOLT R2 NL P7	61
Replacement High	Acuity	ATB0 P303 MVOLT R2 NL P7	106
Replacement Very High	Acuity	ATB0 P305 MVOLT R3 NL P7	145
Decorative Granville*	Holophane	GVD3 P40 40K MVOLT MS GL3 BK ST TBK PR7 L20	80
Decorative Washington*	Holophane	WAE3 P40 40K MVOLT EN GL3 BK SK TBK PR7 L20	80

New development and capital projects will attempt to use the above fixtures whenever possible, however actual site conditions and geometries may require other fixtures to be used.

\*Confirm decorative part numbers with Holophane rep prior to purchase, due to frequent part number changes.

### Control Nodes

Node Category	Manufacturer	Model
Cobrahead	Dimonoff	RME-XBP-GPS
Decorative	Dimonoff	RTM-XBP-IO



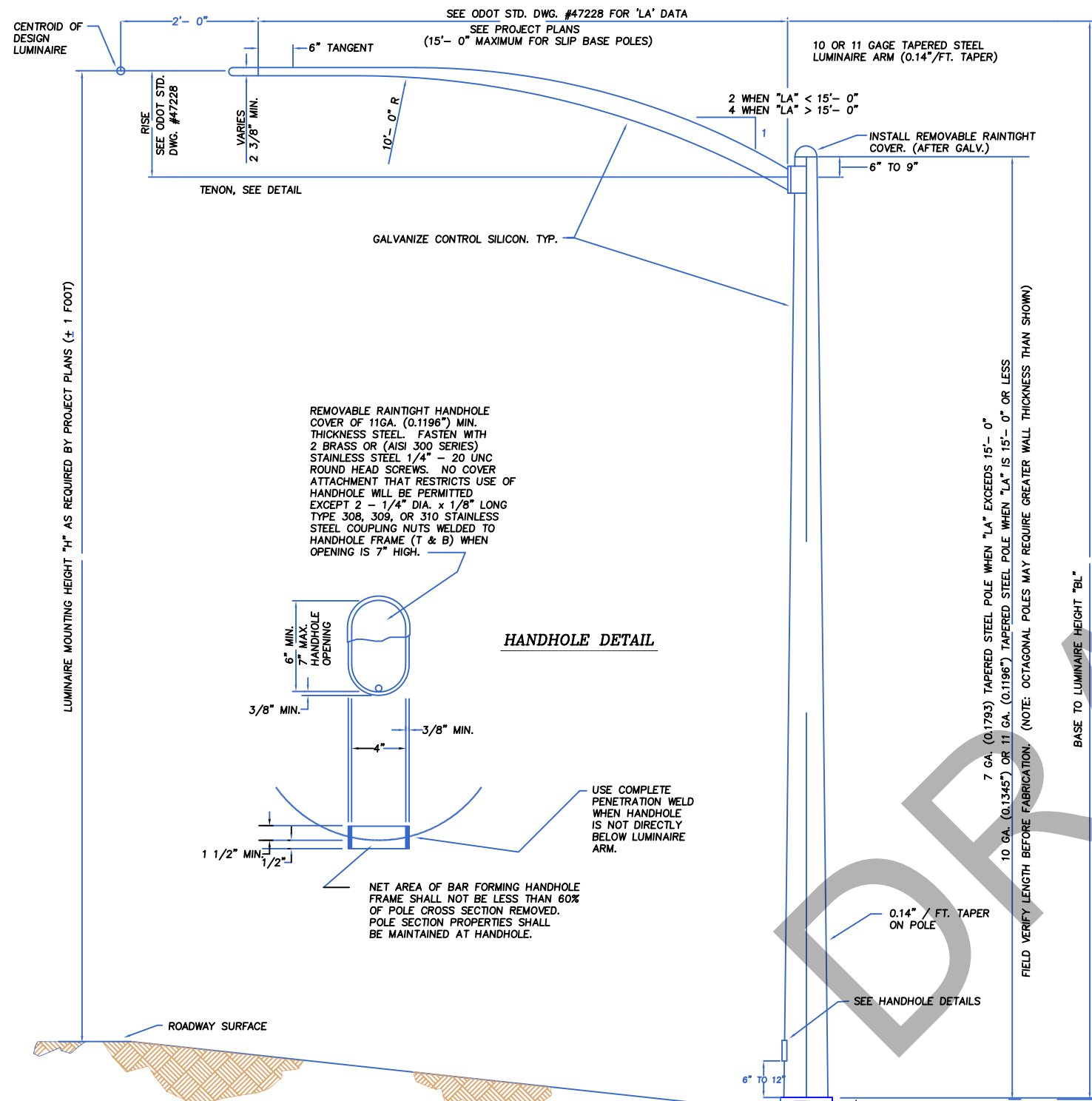
## NEC-related Construction Standards and Drawings

Appendix 2.B.

Effective Date: \_\_\_\_\_

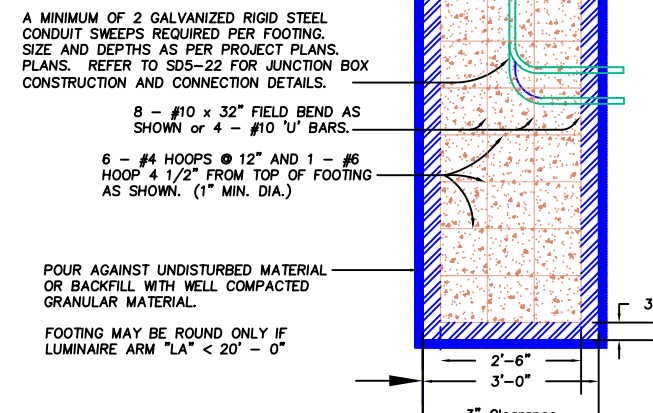
Please see the following City of Springfield standard drawings 5-23, TSD5\_24b, and 5-24d.

DRAFT



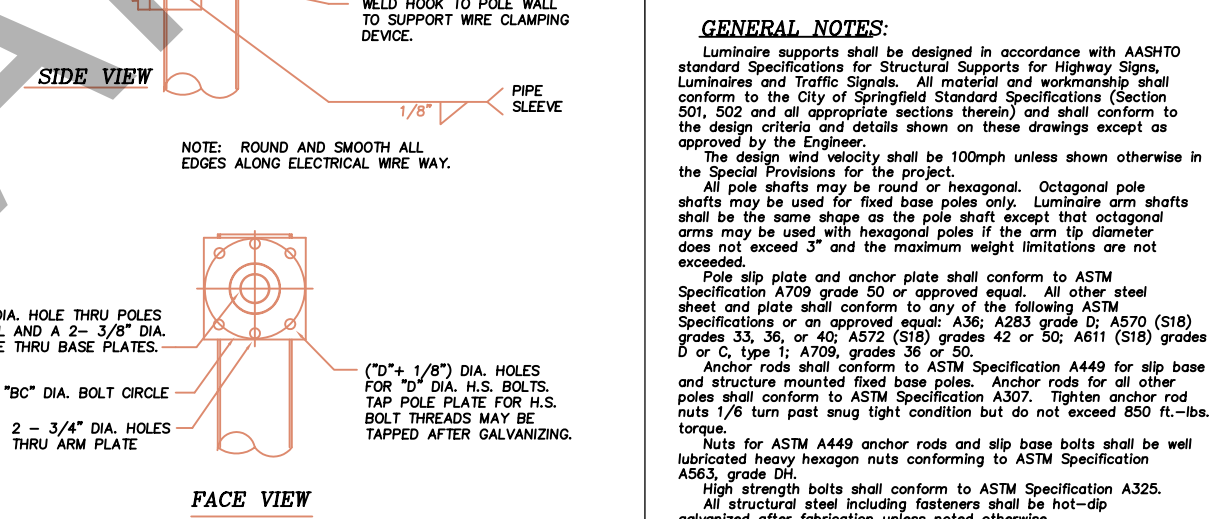
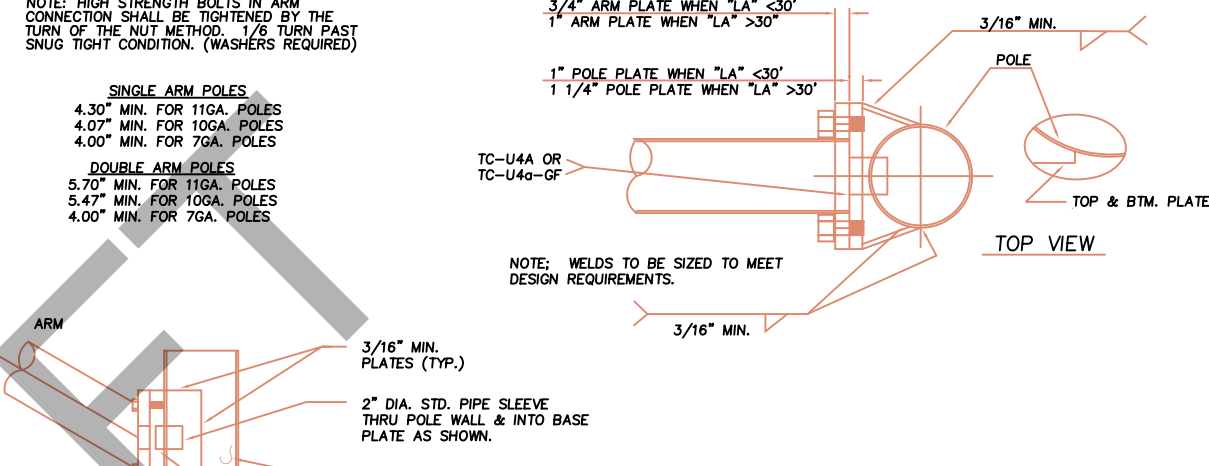
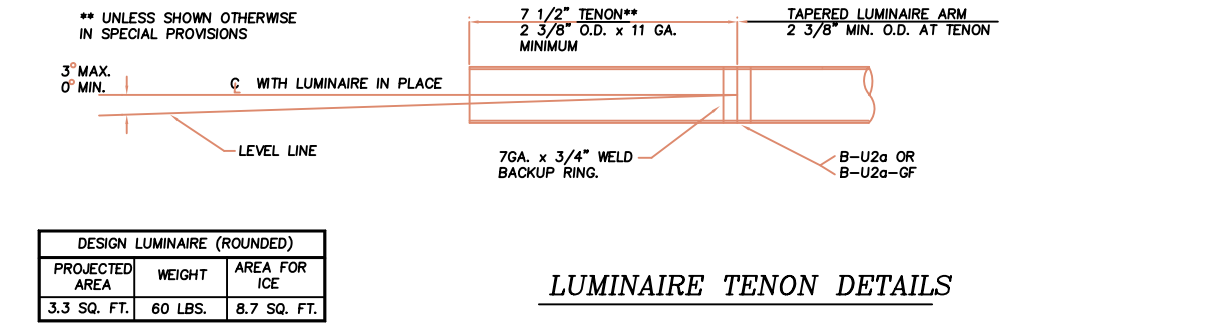
LUMINAIRE ARM DESIGN DATA				
ARM LENGTH "LA"	ALLOWABLE DEAD LOAD DEFLECTION	BOLT CIRCLE DIA. "BC"	BOLT DIA. "D"	APPROX. RISE (ARM FULLY LOADED)
6'-0"	---	7"	5/8"	1' - 6 1/2"
8'-0"	---	7"	5/8"	2' - 6"
10'-0"	---	7"	5/8"	3' - 5 1/2"
12'-0"	---	7"	5/8"	4' - 5"
15'-0"	---	7"	5/8"	5' - 10"
20'-0"	4 1/4"	8"	3/4"	4' - 3"
25'-0"	6 1/2"	9"	3/4"	5' - 3"
30'-0"	9 1/4"	10"	3/4"	6' - 3"
35'-0"	12 1/2"	11"	7/8"	7' - 3"
40'-0"	16"	12"	7/8"	8' - 3"

**NOTE:** DRAWING NOT TO SCALE  
ALL EYEBOLTS, BOLTS, NUTS, AND WASHERS SHALL BE GALV. STEEL UNLESS NOTED OTHERWISE. ALL SET SCREWS SHALL BE MIN. DIA. 1/4" STAINLESS STEEL WITH SQUARE OR HEX HEADS. ALL SPANWIRE HANGERS AND PLUMBIZERS SHALL BE CAST BRONZE.



**NOTE:** FOOTING DEPTHS & VERTICAL REINFORCING BAR REQUIREMENTS FOR NON-STANDARD SUPPORTS SHOWN IN THE SPECIAL PROVISIONS FOR THE PROJECT.

**NOTE:** ALL REFERENCES TO ODOT STD. DWG. STAND FOR OREGON DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS. REFER TO ODOT DRAWINGS #BR956 & BR960 (Old 47228 AND 47229).

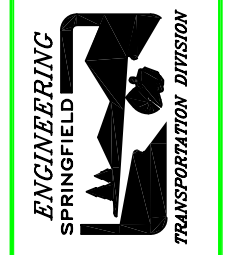


**GENERAL NOTES:**  
Luminaire supports shall be designed in accordance with AASHTO standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. All material and workmanship shall conform to the City of Springfield Standard Specifications (Section 501, 502 and all appropriate sections therein) and shall conform to the design criteria and details shown on these drawings except as approved by the Engineer.  
The design wind velocity shall be 100mph unless shown otherwise in the Special Provisions for the project.  
All pole shafts may be round or hexagonal. Octagonal pole shafts may be used for fixed base poles only. Luminaire arm shafts shall be the same shape as the pole shaft except that octagonal arms may be used with hexagonal poles if the arm tip diameter does not exceed 3" and the maximum weight limitations are not exceeded.  
Pole slip plate and anchor plate shall conform to ASTM Specification A709 grade 50 or approved equal. All other steel sheet and plate shall conform to any of the following ASTM Specifications or an approved equal: A36; A283 grade D; A570 (S18) grades 33, 36, or 40; A572 (S18) grades 42 or 50; A611 (S18) grades D or C, type 1; A709, grades 36 or 50.  
Anchor rods shall conform to ASTM Specification A449 for slip base and structure mounted fixed base poles. Anchor rods for all other poles shall conform to ASTM Specification A307. Tighten anchor rod nuts 1/6 turn past snug tight condition but do not exceed 850 ft.-lbs. torque.  
Nuts for ASTM A449 anchor rods and slip base bolts shall be well lubricated heavy hexagon nuts conforming to ASTM Specification A563, grade DH.  
High strength bolts shall conform to ASTM Specification A325. All structural steel including fasteners shall be hot-dip galvanized after fabrication unless noted otherwise.  
Galvanize-Control silicon means silicon content of the base metal shall be in the range of 0 to 0.06% (preferably 0 to 0.04%) or 0.15 to 0.28% (preferably 0.15 to 0.25%).  
Footing concrete shall be commercial concrete (fc = 3,300psi unless shown otherwise in the Special Provisions. Grout in grout pads shall be non-shrink high early strength grout (non-ferrous) with a minimum strength of 5,000psi.  
Reinforcing steel shall conform to ASTM Specification A615, grade 60. A minimum lap splice of 32 bar diameters shall be used unless shown otherwise.  
Flat washers shall be hardened steel washers conforming to ASTM Specification F-436.  
Longitudinal seam welds shall be complete penetration within 6" of a circumferential weld and within a distance equal to the pole top diameter from the top of the pole. 60 percent minimum penetration required for the remainder of the seam weld.  
The weight of the slip base pole and its attachments above the anchor plate shall be kept to a minimum and shall never exceed 1000 lbs.  
Pole lengths shall be field verified before fabrication. Top of footing may be substantially above or below roadway surfaces. Design shall be adjusted as necessary for increase or decreased pole length.  
Maximum yield strength used in computing allowable stresses shall be 55ksi. for shaft and base plate material.  
For poles with luminaire arms in excess of 15 feet in length, and poles with 2 luminaire arms the computed deflection of the poles at full design loading shall be limited to 7% of the pole length. The computed dead load deflection of these poles shall be limited to 1% of the pole length. Poles shall be raked to offset the computed dead load deflection. Computed deflection (ignoring pole bending and/or rotation) of the luminaire arms shall not exceed that listed in ODOT Std. Dwg. #BR956 (Old #47228).  
Grounding terminal shall be 1/2" UNC x 1/2" Type 308, 309 or 310 threaded stainless steel weld studs.

NO	REVISION	DATE	BY APPR.
1	FORMALLY ODOT #47228	10/93	
2	STD. DWG. UPDATE	7/01	D.D. B.B.
3	S.U.B. UPDATES	10/03	D.D. B.B.

DATE: 10/93  
DRAWN: DRB  
DESIGNED:  
CHECKED:  
APPROVED:  
FILENAME: TSD5\_23

CITY OF SPRINGFIELD  
DEPT. OF PUBLIC WORKS  
TRANSPORTATION DIVISION  
225 FIFTH STREET  
SPRINGFIELD, OR. 97477  
(503) 726-3753

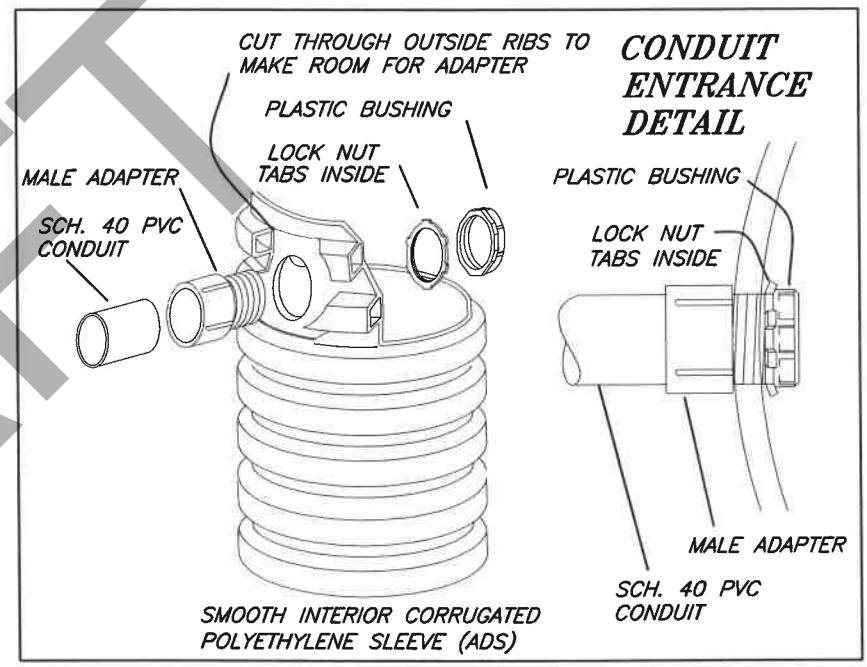
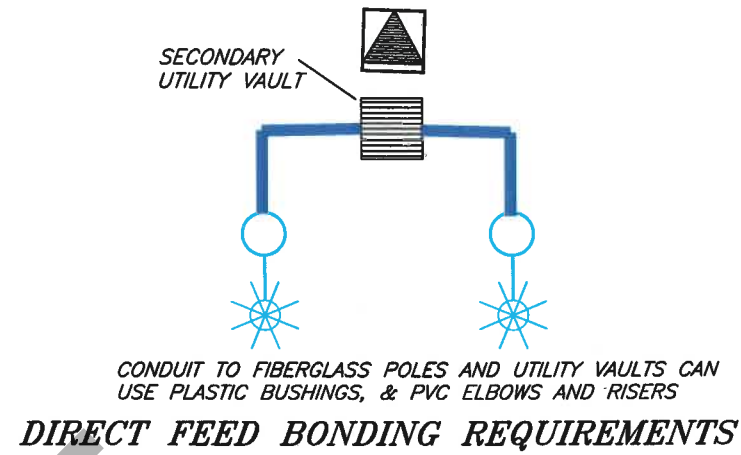
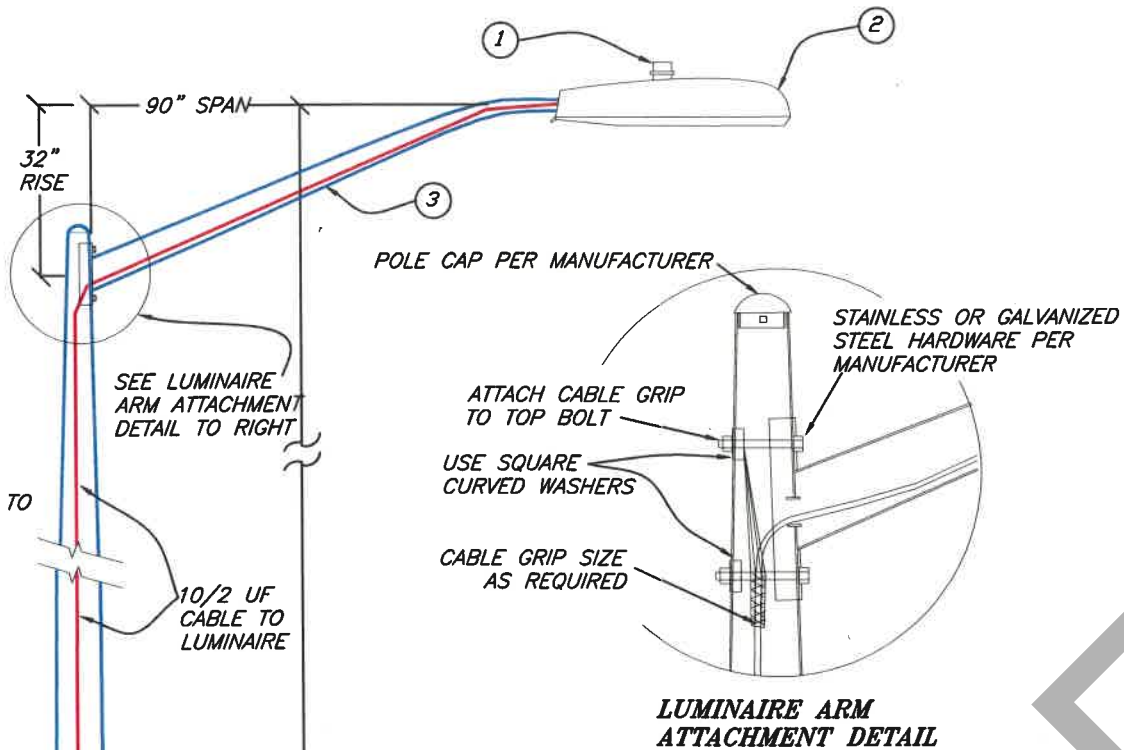


METAL POLE  
LUMINAIRE DETAIL

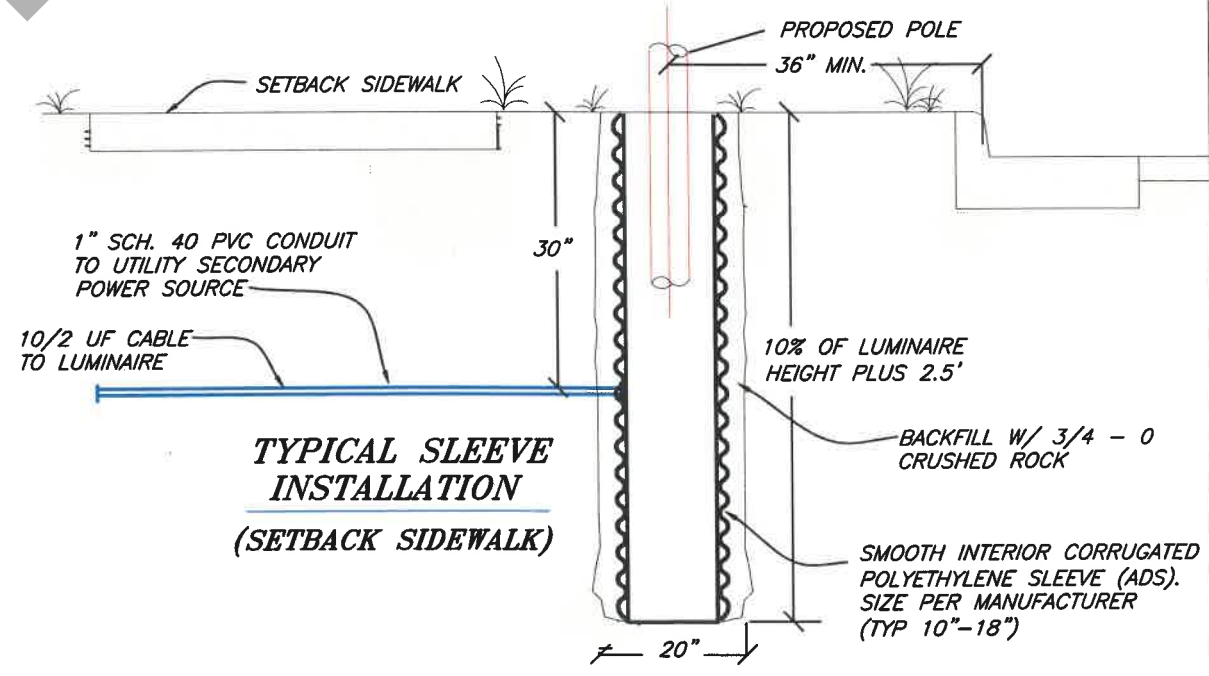
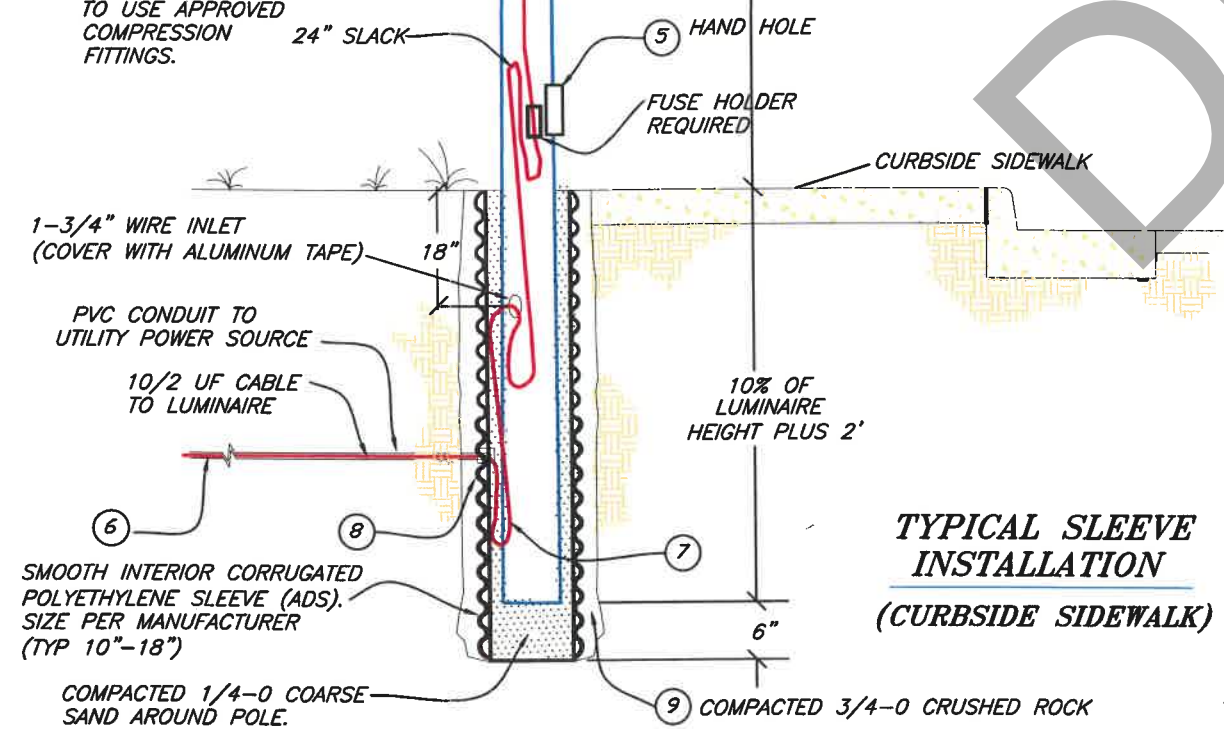
STANDARD DRAWING  
5-23

**LEGEND**

- ① THREE PRONG NEMA PEC, ORIENT TO NORTH
- ② CUTOFF (LED) LUMINAIRE FIXTURE WITH SEVEN PIN NEMA RECEPTACLE
- ③ ALUMINUM TAPERED OVAL MAST ARM USE 6' ARM FOR SETBACK SIDEWALK. USE 8' ARM FOR CURBSIDE SIDEWALK
- ④ FIBERGLASS POLE WITH GREY (BLACK) FINISH 90 MPH, 5 SQ. FT. EPA
- ⑤ POLE HAND HOLD AS SHOWN ON PLANS.
- ⑥ 3' SLACK IN 10/2 UF CABLE. UTILITY TO MAKE SERVICE CONNECTION AT SECONDARY POWER VAULT TO STREET LIGHT CONDUCTOR.
- ⑦ 7' SLACK IN 10/2 UF CABLE FROM PVC CONDUIT TO POLE ENTRANCE.
- ⑧ 1" MIN. SCH. 40 PVC CONDUIT. SEE CONDUIT ENTRANCE DETAIL
- ⑨ BACKFILL W/COMPACTED 3/4-0 CRUSHED ROCK



NOTE: ALL SPLICES TO USE APPROVED COMPRESSION FITTINGS.



**TYPICAL SLEEVE INSTALLATION (CURBSIDE SIDEWALK)**

**TYPICAL SLEEVE INSTALLATION (SETBACK SIDEWALK)**

No.	Revision/Issue	Date	By
1	Rev direct feed w/o Jbox	06/16	
2	Revised final design	09/18	
3	Updated sleeve size	09/20	CH
4	Updated wind loading	05/22	SQM
5	Updated misc details	02/23	SQM

**STANDARD DRAWING  
TSD5\_24b**

**Fiberglass Pole with  
"Cobra Head" Luminaire Detail**  
 City of Springfield  



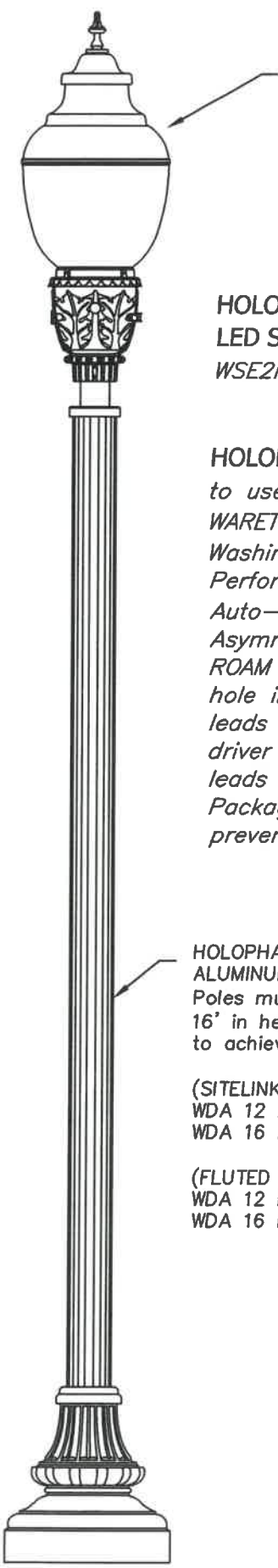

EXP DATE: 12-31-2023

**February 16, 2023**

NOT TO SCALE

DRAWN BY: D. BISHOP  
 DESIGNED BY: B. BARNETT  
 CHECKED BY: B. BARNETT





HOLOPHANE WASHINGTON POSTLITE LED SERIES LUMINAIRE  
or  
HOLOPHANE WASHINGTON LED REDTRO\_FIT KIT and CITY FIXTURE.

Must include photo-cell and dimming control module.

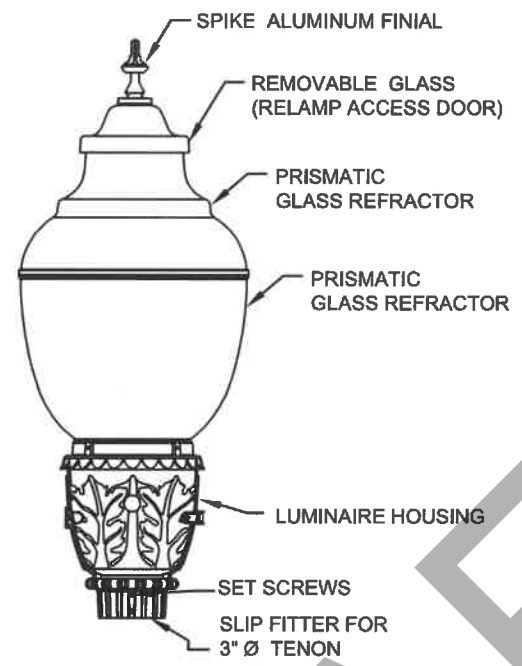
HOLOPHANE WASHINGTON POSTLITE LED SERIES LUMINAIRE  
WSE2P5040KASBK3BK4DE(P7)

HOLOPHANE WASHINGTON LED RETRO-FIT KIT  
to use with City's Washington Fixtures:  
WARETRO2P5040KASBK3NDE(P7) RFD253976  
Washington Postlite LED Retrofit 2 (WARETRO2):  
Performance Package 50, 4000 Series CCT,  
Auto-Sensing Voltage (120-277V), Black,  
Asymmetric Type III, Spike finial - no other trim.  
ROAM deconode to work with existing photocontrol  
hole in housing, DCM to connect to dimming  
leads on driver and be mounted securely to  
driver bracket, P7 receptacle to be used, dimming  
leads and extra leads to be capped off.  
Packaging to be modified to be more secure to  
prevent breakage.

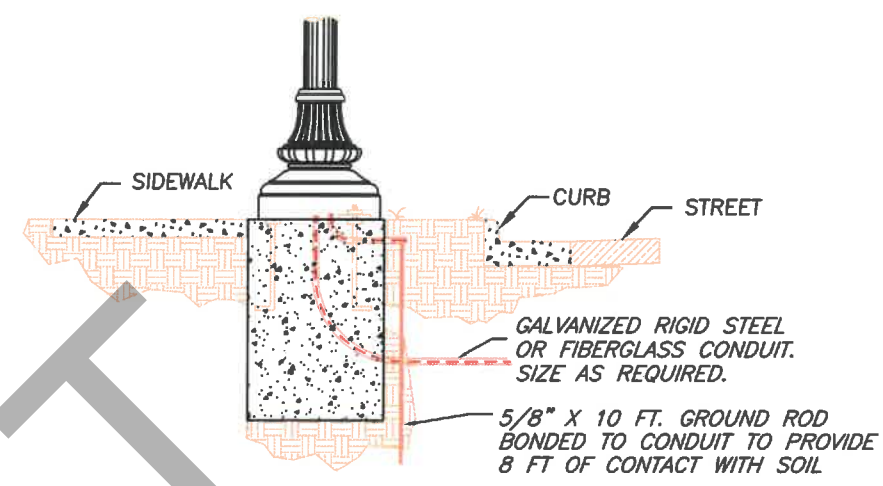
HOLOPHANE WADSWORTH ALUMINUM POLES:  
Poles must be 12' in height or 16' in height where necessary to achieve lighting standards.

(SITELINK SHAFT)  
WDA 12 L4E 17 P07 ABG BK  
WDA 16 L5J 17 P07 ABG BK

(FLUTED SHAFT)  
WDA 12 FJ5 17 P07 LAB BK  
WDA 16 FJ5 17 P07 LAB BK

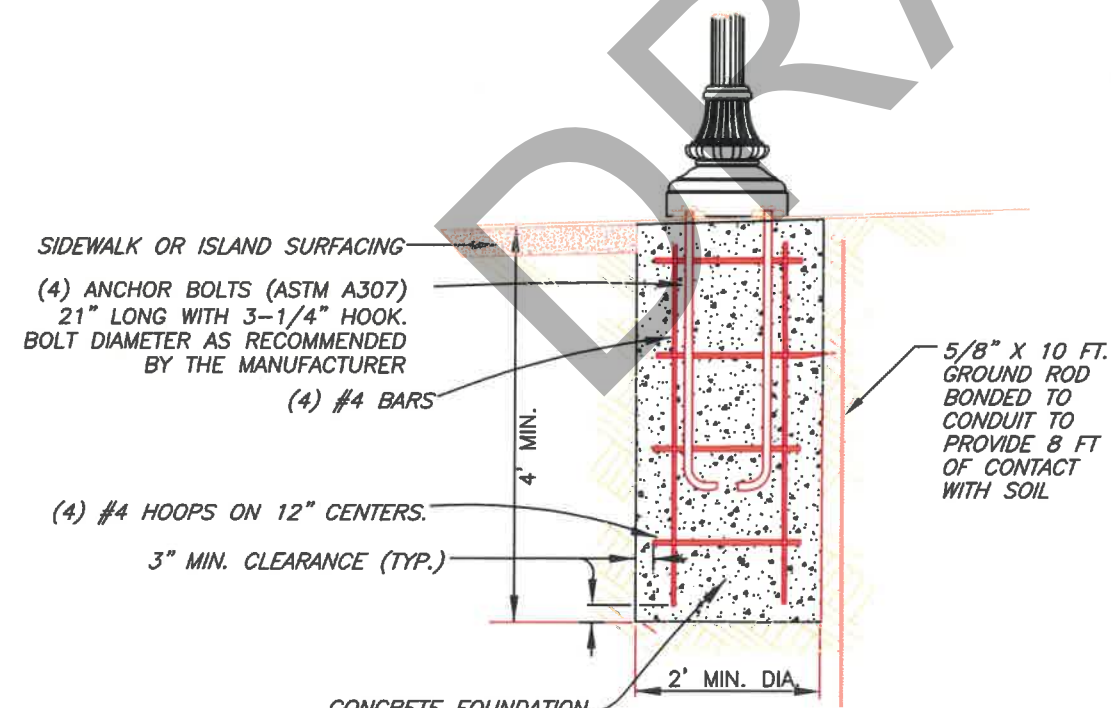


HOLOPHANE WASHINGTON POSTLITE LED SERIES LUMINAIRE

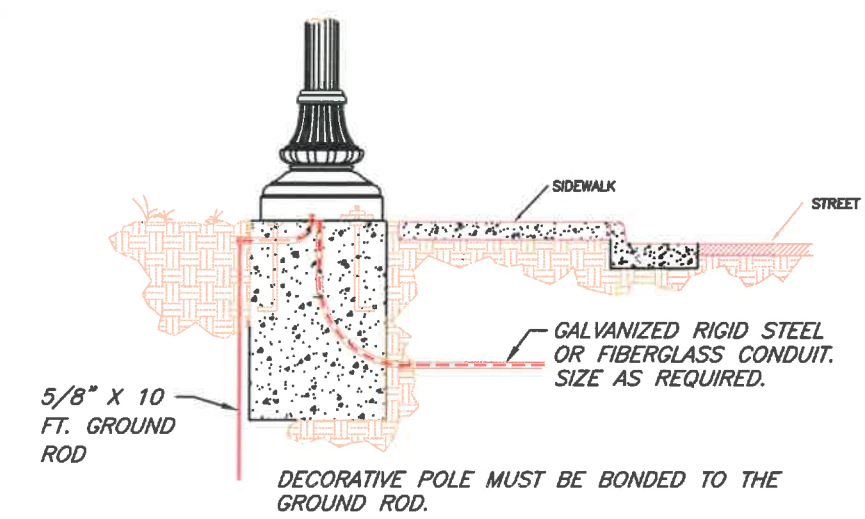


DECORATIVE POLE MUST BE BONDED TO THE GROUND ROD.

DECORATIVE STREET LIGHT SETBACK SIDEWALK INSTALLATION



ANCHOR BASE ASSEMBLY



DECORATIVE POLE MUST BE BONDED TO THE GROUND ROD.

DECORATIVE STREET LIGHT CURBSIDE SIDEWALK INSTALLATION

NOTE: DRAWING NOT TO SCALE  
ALL EYEBOLTS, BOLTS, NUTS, AND WASHERS SHALL BE GALV. STEEL UNLESS NOTED OTHERWISE. ALL SET SCREWS SHALL BE MIN. DIA. 1/4\"/>

Revised	11/16/2020	Drawn
Checked		
Designed		
Reviewed		



Know what's below.  
Call before you dig.

UTILITY LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING UTILITY LOCATIONS PRIOR TO BEGINNING OF CONSTRUCTION. THESE PLANS MAY NOT SHOW ALL UTILITIES OR THE CORRECT LOCATIONS.

Decorative Street Light Detail

City of Springfield

PUBLIC WORKS / ENGINEERING  
225 FIFTH STREET, SPRINGFIELD, OR 97477  
PHONE (541) 726-5753 FAX (541) 726-3689  
INTERNET www.springfield-or.gov



EXP DATE: 12-31-2021

Standard Drawing 5-24d

NO SCALE
DRAWN BY: CH
DESIGNED BY: DRB
CHECKED BY: BB

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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Erin Fifield / DPW  
**Staff Phone No:** 726-2302  
**Estimated Time:** 5 Minutes  
**Council Goals:** Encourage Economic Development and Revitalization through Community Partnerships

---

**ITEM TITLE:** COMMUNITY DEVELOPMENT BLOCK GRANT SUBSTANTIAL AMENDMENTS

---

**ACTION REQUESTED:** Motion to approve, approve with changes, or not approve the proposed substantial amendments to the Community Development Block Grant Fiscal Year 2022 Annual Action Plan and authorize the City Manager to execute all documents needed to give effect to the City’s agreement with the U.S. Department of Housing and Urban Development for these funds.

---

**ISSUE STATEMENT:** These substantial amendments would reallocate \$305,063.65 in funds previously awarded to Catholic Community Services of Lane County (CCSLC)’s OASIS day center construction project for homeless families with children. The City is at risk of losing CDBG funds if they are not spent quickly. This project has experienced delays and is currently not ready to proceed. Amending this plan would reallocate funds toward projects ready to proceed.

---

**ATTACHMENTS:**

1. [Council Briefing Memo](#)
2. [Public Comment – LCC Early Childcare Business Accelerator](#)
3. [Public Comment – Plaza de Nuestra Comunidad](#)
4. [CDAC DRAFT minutes from May 29, 2024](#)

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**DISCUSSION/  
FINANCIAL  
IMPACT:** Per HUD regulations, CDBG funds need to be spent in a timely manner otherwise those funds are at risk of being recaptured by HUD.

---

Given the need to meet HUD requirements to spend funds in a timely manner, Council directed staff during the April 22 work session to move forward with a substantial amendment to prior year plans to reallocate the funds previously awarded to CCSLC for the OASIS project.

Following our citizen participation process, city staff published the proposed substantial amendments for public comment for 30 days, and the City’s Community Development Advisory Committee (CDAC) held a public hearing on the proposed amendment during their May 29<sup>th</sup> meeting. The CDAC heard from 9 people during the public comment period and public hearing, as well as City staff on other identified needs, and made a recommendation to City Council that was discussed by Council on June 17.

During the Council June 17 regular session, Council approved the CDAC’s recommendation to reallocate funds to repay the City Section 108 loan and asked for additional information on the other recommended projects. Those projects include:

- Supporting architectural and pre-development costs for eligible projects that support human services; and
  - Promoting economic development through microenterprise business support.
-

**MEMORANDUM**

**City of Springfield**

**Date:** 7/1/2024

**To:** Nancy Newton **COUNCIL**

**From:** Jeff Paschall, Community Development **BRIEFING**  
 Division Director  
 Erin Fifield, Community Development  
 Analyst

**Subject:** COMMUNITY DEVELOPMENT BLOCK **MEMORANDUM**  
 GRANT SUBSTANTIAL AMENDMENTS

**ISSUE:** These substantial amendments would reallocate \$305,063.65 in funds previously awarded to Catholic Community Services of Lane County (CCSLC)'s OASIS day center construction project for homeless families with children. The City is at risk of losing CDBG funds if they are not spent quickly. This project has experienced delays and is currently not ready to proceed. Amending these plans would reallocate funds toward projects ready to proceed.

**COUNCIL GOALS/**

**MANDATE:**

Encourage Economic Development and Revitalization through Community Partnerships

**BACKGROUND:**

*CDBG funds need to be spent quickly to meet HUD requirements*

The oldest CDBG funds we have allocated right now were awarded spring of 2021 to Catholic Community Services of Lane County (CCSLC) for a construction project to build a day center for their OASIS program serving homeless families with children. This project has had several delays over the past few years (including a HUD environmental review that is still underway, increased construction costs that have created a financing gap, and staff turnover at CCSLC). CCSLC continues to support this project, but it is currently not ready to proceed. Given these delays, it is not likely that this project would be completed in the next year.

*City Council's Community Development Advisory Committee recommendation*

As part of the Citizen Participation Plan through the Eugene-Springfield Consolidated Plan, there are procedures to follow when the City is considering amending a CDBG Action Plan. As part of our substantial amendment process:

- The City published a legal notice in the Register Guard that the City was considering a reallocation of funds.
- The substantial amendment was made public on the SpringfieldOregonSpeaks website for 30 days for the public to comment.
- The CDAC held a public hearing on the proposed amendments during their May 29<sup>th</sup> meeting.
- Through the public comment period and public hearing process, the CDAC heard from 9 people as well as City staff on other identified needs, including:
  - Local low-income affordable housing providers expressing the need for funds for capital improvements, including roof replacements, ductless HVAC installation, staircase repairs, and fencing replacement.



- City staff identifying the need for accessible bathrooms at City Hall, and the potential redesign/construction of new bathrooms that remove accessible barriers to mobility. Staff estimate \$50,000 in architectural costs.
- The Early Child Care Business Accelerator Program at Lane Community College (LCC) in search of start-up funding for new microenterprise businesses graduating from their business training and support program for new and expanding in-home childcare businesses in Springfield.
- Plaza de Nuestra Comunidad (Plaza), a Latinx-serving, culturally specific, bilingual community service provider in Lane County, in search of gap funding for the renovation of a recently purchased building in Springfield to serve as a community wellness center. The CDBG funds would not go toward construction costs.
- Early payoff of a Section 108 loan to HUD. The City can use CDBG funds to pay off this loan early, while DevNW will continue to make their loan payments as planned.
- During the CDAC's May 29<sup>th</sup> meeting, the CDAC discussed the needs identified and the urgency to spend funds quickly to meet HUD requirements.
  - The CDAC recommended Council allocate funds to the following in the short term:

CDAC's recommendation to allocate funds	Amount to fund
1. Repay Section 108 loan	\$ 165,430.35
2. Support architectural and pre-development costs for eligible projects that support human services.	\$ 259,000.00
3. Promote economic development through microenterprise business support.	\$ 46,063.65

- The CDAC also recommended that the City reallocate any additional funding that becomes available this Fall towards rehab for low-income rental housing developments and issue a Request for Proposals to award these funds.

### *June 17 Council Regular Session*

During the Council June 17 regular session, Council approved the CDAC's recommendation to reallocate \$165,430.35 in CDBG funds to repay the City Section 108 loan and asked for additional information on the other recommended projects.

This leaves \$305,063.65 in CDBG funds for Council to consider reallocating toward another strategy in order to meet HUD requirements for timely spending of funds.

### *Additional information on needs identified through public process*

The following table outlines how the CDAC's recommendation matches the Consolidated Plan strategy and includes discussion points surrounding each need:

Consolidated Plan strategy / activity and funding request (including estimated staff time)	CDAC recommendation	Discussion
<p>1. <u>Rehabilitate existing housing stock</u></p>	<p>Hold a Request for Proposals in the Fall when it's known what other CDBG funds will be available</p> <p>Staff estimate \$200,000 – \$300,000 will be available</p>	<p>Complex CDBG requirements for construction. Would require an RFP to award funding to ensure equity for applicants, and that the City is in compliance with HUD.</p> <p>Given the timing, CDAC recommended that less complex projects be funded first, allowing enough time to issue a competitive process in the Fall when other funds will most likely be available and give housing providers an opportunity to dial in costs.</p>
<p>2. <u>Support a Human Services Delivery System</u></p> <p>Plaza de Nuestra Comunidad are renovating their building this Fall and are in need of gap funding to complete the project.</p> <p>-----</p> <p>City Hall needs accessible bathrooms and could use funding to start the project.</p>	<p>Allocate \$259,000 toward this strategy</p>	<p>Plaza is engaged now on this project and has a Capital Plan. The building is bought, they have been working with an architect to talk through the project, and are planning to go to construction this Fall. City Attorney's Office is still reviewing CDBG requirements on which of the proposed costs are eligible.</p> <p>-----</p> <p>The environmental review process is relatively straightforward for non-construction projects (such as architectural costs).</p> <p>-----</p> <p>Additional information on project cost and timeline is needed on both projects.</p>
<p>3. <u>Promote economic development and employment opportunities through the creation of jobs and business development</u></p> <p>The Early Child Care Business Accelerator Program at Lane Community College is seeking a \$5,000 grant per graduate of their 4-month program.</p>	<p>Allocate \$46,063.65 toward this project</p>	<p>Each new licensed in-home child care facility can serve 10 kids.</p> <p>-----</p> <p>The model for this program is currently being used in Eugene with CDBG funds for LCC graduates of this program. Since Fall 2023, 19 people started the 4-month course, 17 completed the course, and 14 completed their business plans and are on track to being licensed.</p> <p>-----</p> <p>Grants will be issued upon determining eligibility of program recipients, and successful completion of the program. Funding will be monitored by City staff to the same level as the City's Invoice reimbursement request process.</p>

*City staff support the CDAC's recommendation*

City staff support the CDAC's recommendation, particularly regarding funding rental rehab needs with a substantial amendment later this fall. The CDAC's recommendation to award funds first for non-construction activities allows for those funds to easily be awarded and contracted out, while also supporting community projects that are happening now. The recommendation to award additional funding this fall just for rental rehab construction needs also allows City staff time to issue an RFP and the capacity to be more efficient in addressing those needs.

*Next steps*

If Council supports the CDAC recommended allocations, staff will:

- Develop a program with LCC's Early Childhood Business Accelerator to award eligible microenterprise businesses with grant money to help start their business
- Seek additional information from Plaza regarding the Wellness Center and city staff for the ADA public bathrooms regarding costs and timelines and award funding accordingly.

If Council further supports allocating CDBG funds in the Fall toward Rental Rehab of low-income housing developments, staff will:

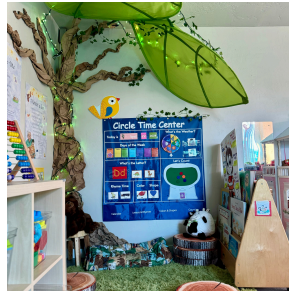
- Start the process to initiate a substantial amendment to prior year CDBG Action Plans following the City's public participation process.
- Prepare and distribute an RFP for eligible rental rehab projects.
- Convene the CDAC to hold a public hearing, evaluate proposals, and make a recommendation to Council on funding allocations.
- Seek Council's direction and approval on a final allocation.

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**RECOMMENDED ACTION:** Approve the Community Development Advisory Committee's recommendation to substantially amend the Community Development Block Grant Fiscal Year 2022 Annual Action Plan.



# Early Child Care Business Accelerator



2023 Early Child Care Business Accelerator Graduate: Rivercubs Dual Immersion Preschool, Springfield

The Early Child Care Business Accelerator Program is a replication of Deschutes County's highly successful Early Child Education Business Accelerator, a four-month program that focuses on providing the skills and knowledge to become registered or certified home-based child care providers. The Lane Small Business Development Center (SBDC), Quality Care Connections (QCC), our local Child Care Resource and Referral agency housed at Lane Community College, and Onward Eugene are partnering to provide this critical program across Lane County. The series is provided free of charge to participants and is aimed at addressing the lack of child care in the region.

The curriculum supports growing a high-quality, licensed child care program, taught by specialists at QCC, with business topics covered by SBDC instructors. Quality Care Connections provides safety and quality improvement training and licensing support for providers to become licensed with the Department of Early Learning and Care. A Licensed Registered Family provider can have up to 10 children in their home, and a Certified Family Provider can have up to 15 children in their home. Lane SBDC is providing business training and support so that early educators have the skills necessary to become successful small business owners.

The training is intended for new child care businesses planning to open as well as recently established providers who require expanded business skills and state licensure. Students are assigned an SBDC business advisor and licensed graduates receive \$5,000 to start their business, as well as continued wrap-around services from both QCC and the SBDC after the program.

## Community Need and Partner Engagement:

The program was conceptualized in 2020 in response to the child care crisis that Oregon families have been facing for years. Between 1999 and 2020, Oregon lost 32,000 slots in small family child care homes, according to the latest report from Oregon State University.

Currently, all but one of Oregon’s 36 counties are considered “child care deserts” for infants and toddlers, defined as a community with more than three children for every regulated child care slot. Half of all counties have the same shortage of access for preschool-aged children. In Lane County, just 26% of children ages 0-5 years have access to a child care slot with a licensed, regulated child care provider. For infants and toddlers, that figure drops to 17%.

**Results:**

In the promotion of the first cohort, scheduled to begin September 2023, Quality Care Connections received applications from 60 interested individuals from across Lane County, easily filling the 10 available slots. A partnership with the City of Eugene’s micro-enterprise grant program allowed for an increase to 20 total slots. In total 19 people started the program, 17 completed the 4-month course, and 14 completed their business plans and are on track to become licensed with Oregon’s Department of Early Learning and Care, potentially increasing our child care supply by 110 to 150 slots.

**Goals and Measurement:**

Our two-year goal is to support 30 new Oregon registered or certified home-based child care businesses through the Early Child Care Accelerator series and create 250 new child care slots in Lane County.

We are on track to reach this goal by the end of 2024.

**2024 Funding Needs:**

- **April - June 2024 Cohort**
  - 3 Start Up Grants for Currently Enrolled Eligible Springfield Residents (\$15,000)
  - Program Expenses: Personnel (addition of two bilingual/bicultural training and advising staff), Translation and Printing (\$10,000)
- **September - November 2024 Cohort**
  - 5 Start Up Grants for Eligible Springfield Residents (\$25,000)



2023 Early Child Care Business Accelerator Graduate: Rivercubs Dual Immersion Preschool, Springfield



## **Plaza de Nuestra Comunidad Wellness Center**

### **Project Summary:**

Plaza de Nuestra Comunidad (formerly Centro Latino Americano, Downtown Languages, and Huerto de la Familia) is seeking funds for our new Wellness Center Project in Springfield. This project aims to create a bilingual substance use disorder treatment and mental health clinic at 1621 Centennial Boulevard. The addiction treatment and mental health services offered at this location will be open to the public during our business hours, and the majority of our clients are low-to-medium-income.

According to the 2020 National Survey on Drug Use and Health by the Federal Substance Abuse and Mental Health Services Administration, the State of Oregon has the second to worst overall addiction rates nationwide with nearly 1 in 5 teens and adults reporting a problem with drugs and alcohol. In 2022, Oregon ranked last in treatment options. This Wellness Center is highly needed in our community to address this epidemic locally, and to ensure that Spanish-speaking community members, who are disproportionately impacted by health outcomes, are able to access mental health services and treatment programs.

The Wellness Center is essential for providing trauma-informed, culturally-relevant services, building social cohesion, and enhancing public health. The interior has been specifically-designed for the provision of trauma-informed care, and the location was carefully selected in order to ensure accessibility to all community members.

We purchased the property in February of 2024 using Measure 110 funding. We are seeking \$250,000 in funds for the purpose of non-construction costs such as architectural designs, project management, permitting, a culturally specific art mural, and other professional services. We are fully prepared to spend these funds before the end of the calendar year.

### **Organization Background:**

Plaza de Nuestra Comunidad (Plaza) is the largest Latinx-serving, culturally-specific, bilingual community service provider in Lane County. Our vision is to create an equitable, thriving, and resilient intercultural community. Our mission is to support the lives of Latinx and immigrant community members by creating a safe space that fosters leadership, education, connection, and wellness.

Plaza is the result of combining three local nonprofits: Centro Latino Americano, Downtown Languages, and Huerto de la Familia. We joined together to create a one-stop service hub for Latinx and immigrant community members where they



could access a wide range of Spanish-language, culturally specific services. Together, the three agencies have a cumulative 90 years of experience serving local Latinx and immigrant families, and our programs and staff are highly trusted by community members and other agencies.

We currently serve more than 1,000 families in Lane County providing social services such as rent and food assistance; community gardens along with food and garden related workshops; mental health treatment for youth and adults; an outpatient substance use treatment program; educational classes for adults and children; and technical assistance for entrepreneurs and small businesses. We also play a key role in connecting families to community resources and information.

We have many local and statewide partnerships for our work, and our organization is deeply rooted in the City of Springfield. We have a broad network of community partners in Springfield. We partner extensively with the Springfield School District (SSD) including providing our *Pilas* Family Literacy Program where parents and their children attend together and the parents receive English language classes while the children receive age appropriate educational activities. Along with our other SSD partnerships, we also collaborate to provide an afterschool program (MAPAS) for middle and high school students in two schools in Springfield.

In addition, we provide a garden for 25 families in Springfield in partnership with Willamalane Parks and Recreation. At this garden, families grow their own organic, culturally-specific food.

Finally, all of our educational classes for adults are located at our Springfield location based out of Ebbert Methodist Church. At that building, we provide the following classes: Oregon Drivers License exam preparation, US Citizenship exam preparation, English as a second language, and computer literacy. We also offer our 12-week business class helping to start new businesses in Springfield and throughout Lane County.

### **Project Team:**

*Justin Schmick, Downwind Development – Owner Representation*

Justin's role is to coordinate inspections, ensure the project stays within budget, procure permits, develop scope documents, complete the necessary due diligence, and develop RFPs for professional services.

*Timothy Herrera – Facilities Project Manager*

Timothy facilitates coordination and meetings between the executive team, design team, and professional services. He assists with grant writing, develops/maintains community partnerships, gathers staff feedback, ensures adherence to the project timeline, maintains procurement compliance, and communicates the needs of the organization.

*Amanda Donofrio and Leanne Love, BDA Architecture and Planning*

Amanda is the principal architect responsible for the development and preparation of schematic designs and final design drawings. Leanne is the architect responsible for preliminary design documents, code compliance, and post-design support.

*Bryan Wedmore and Sam Montano, McKenzie Commercial – General Contractor*

Bryan is the project leader responsible for estimating, value-engineering, subcontractor bidding and relations, BOLI prevailing wage compliance, and cost reporting. Sam is the project superintendent responsible for project planning, scheduling, material procurement, quality control, safety compliance, and general oversight during the construction phase of the project.

**Due diligence:**

Listed below are the various due diligence components we have completed for this project.

- Property inspection from Doug Palmer
- Observation report from Crutcher Lewis
- Limited asbestos testing from LODGE
- HVAC assessment from Comfort Flow
- Sewer Scope from Pacific Plumbing
- Phase 1 Environmental Inspection from GEM
- Schematic Design from BDA
- Project Proposal - McKenzie Commercial
- Subcontractor RFP for Mechanical, Electrical, and Plumbing - McKenzie Commercial

## Exhibit A – Wellness Center Project Summary



## Wellness Center Project Overview

Plaza de Nuestra Comunidad (formerly Centro Latino Americano, Downtown Languages, and Huerto de la Familia) is establishing a wellness center offering culturally specific substance use and addiction treatment programs, mental health services, and comprehensive wraparound family support for clients throughout Lane County. The 9,575 sq. ft. facility will be situated on a 1.15-acre site at 1621 Centennial Blvd in Springfield, Oregon.

We care deeply about providing high-quality care that is aligned with best-practice, trauma-informed principles. Our client-oriented space will include the following enhancements:

- **Space Reconfiguration:** Simplify navigation within the building while creating additional individual and group therapy rooms.
- **Soundproofing:** Improve insulation and soundproofing to meet HIPAA standards, ensuring client confidentiality.
- **Lighting:** Install LED lighting with adjustable color temperatures that is conducive to a therapy space, and to reduce stress and prevent migraines.
- **Interior Ambiance:** Repaint interior spaces to foster a warmer and more welcoming environment, white walls are not recommended for therapy spaces.
- **HVAC Modernization:** Replace outdated HVAC units with an eco-friendly, smoke-rated system that ensures safe indoor air quality.

Your support will help us ensure that we are able to include these important components and create a healing environment that empowers individuals and families to thrive.





# Project Phases

## Phase 1: 2023

Organizational post-merger space needs assessment.

## Phase 2: Fall - Winter 2023

Building search and property acquisition.

## Phase 3: Summer 2024 - Spring 2025

Construction and renovations.

\*Springfield CDBG funds will be utilized for eligible, non-construction costs related to the project and fully spent by the end of 2024.

## Phase 4: May 2025

Grand Opening Celebration



## About Us

Plaza de Nuestra Comunidad is the largest Latinx-serving, culturally-specific, bilingual community service provider in Lane County. Our vision for our work is an equitable, thriving, and resilient intercultural community. Our mission is to support the lives of Latinx and immigrant community members by creating a safe space that fosters leadership, education, connection, and wellness. We provide essential and enriching programming related to social services, adult education, youth programming, small business development, organic community garden access, as well as services and counseling related to mental health and substance use treatment.

### Point of Contact:

David Saez, Co-Executive Director  
david@plazacomunidad.org or (541) 510-1174



### Exhibit B – Project Timeline

Plaza de Nuestra Comunidad Capital Project 2024 / 2025 Timeline															
2024 / 2025 Timeline	Funding deadline						WF vacat es [1]			WF vacat es [2]		Springfield CDBG deadline			
	Year	2024 - month													2025
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
Wellness Center timeline	Continue site building tours / test fit program specifications on potential buildings														
	RFP for architect bid and final selection														
	Select site and make an offer														
	Negotiate offer, perform due diligence, and close on transaction.														
	Contractor selection and final cost estimations.														
	Design development, construction drawings														
	Permitting														
	Final bidding of work, guaranteed maximum price from contractor, sign construction contract, finalize permits.														
	Spenddown of CDBG Funds														
	Construction Duration														



## Exhibit C – Program Overview

### SOCIAL SERVICES

Basic needs navigation including healthcare, food, rent assistance, and more

#### Program Highlights

- 2,471 COMMUNITY MEMBERS SERVED.
- 3,000 Community members received rent assistance in partnership with Lane County.
- Provided 1,987 community members with food boxes at our Viernes de Comida food pantry in partnership with Food for Lane County.

### ADULT EDUCATION

English as a second language, computer literacy, U.S. Citizenship Exam, and Oregon Driver License Exam Classes

#### Program Highlights

- 243 STUDENTS SERVED.
- Offering both online and in-person classes.
- Provides community-building opportunities for recent immigrants, crucial for social and emotional wellness.

### PASOS AL FUTURO

3-week summer program for Latinx youth ages 16-21

#### Program Highlights

- 11 STUDENTS SERVED.
- Students attended workshops such as Financial Literacy, Resume Writing, Scholarship Writing, and Healthy Relationships. They also attended a nature walk at Mt. Pisgah Arboretum and went on a tour with the Long Tom Watershed Council.

### ORGANIC GARDENS

Community garden plots for families to grow their own culturally specific foods

#### Program Highlights

- 142 HOUSEHOLDS ACTIVELY PARTICIPATING.
- 53 community-building events were held including gardening and food preservation workshops, harvest and community celebrations, and Spanish-language nature walks.
- Launched a community seed saving and exchanging project, along with a greenhouse project to harvest culturally significant seeds such as chipil, papalo, and select chiles.

### CAMBIOS BUSINESS PROGRAM

12-week business class and technical assistance for Latinx- owned small businesses

#### Program Highlights

- 106 LATINX BUSINESS OWNERS SERVED.
- 1000 hours of technical assistance provided.
- 15 brand-new, Latinx businesses launched.



### RECOVERY SERVICES

Spanish-language, culturally specific recovery services for youth and adults

#### Program Highlights

- 93 COMMUNITY MEMBERS SERVED.
- Outpatient treatment program including peer mentorship, counseling, court-mandated treatment, and more.
- Provided 19 recovery outings for clients. Activities included bowling, nature walks, soccer, and more!

### FAMILIAS PODEROSAS

Parent leadership program that aims to help Latinx parents thrive

#### Program Highlights

- 13 COMMUNITY MEMBERS SERVED.
- Graduated two cohorts.
- Topics covered include Family Resilience, Socio-Emotional Development, Active Citizenship and Political Engagement, Child Development, and more.

### PILAS FAMILY LITERACY

10-week family literacy program for Spanish-speaking families with children ages 0-13

#### Program Highlights

- 325 CHILDEN AND PARENTS SERVED.
- Offered in Bethel, Springfield, and South Lane School Districts.
- Includes family learning and cultural events, such as a Día de los Muertos event where families crafted papel picado and paper flowers.

### COMMUNITY MENTAL HEALTH

Bilingual therapy for individuals, couples, and families

#### Program Highlights

- 803 THERAPY SERVICE HOURS FOR COMMUNITY MEMBERS.
- Mujeres de Huerto Project - New program in Spanish to assist survivors of Domestic Violence.
- Provided five, free Spanish-language Suicide Prevention Trainings to the community.

### AFTER-SCHOOL PROGRAM

Culturally relevant after school programming for middle school youth

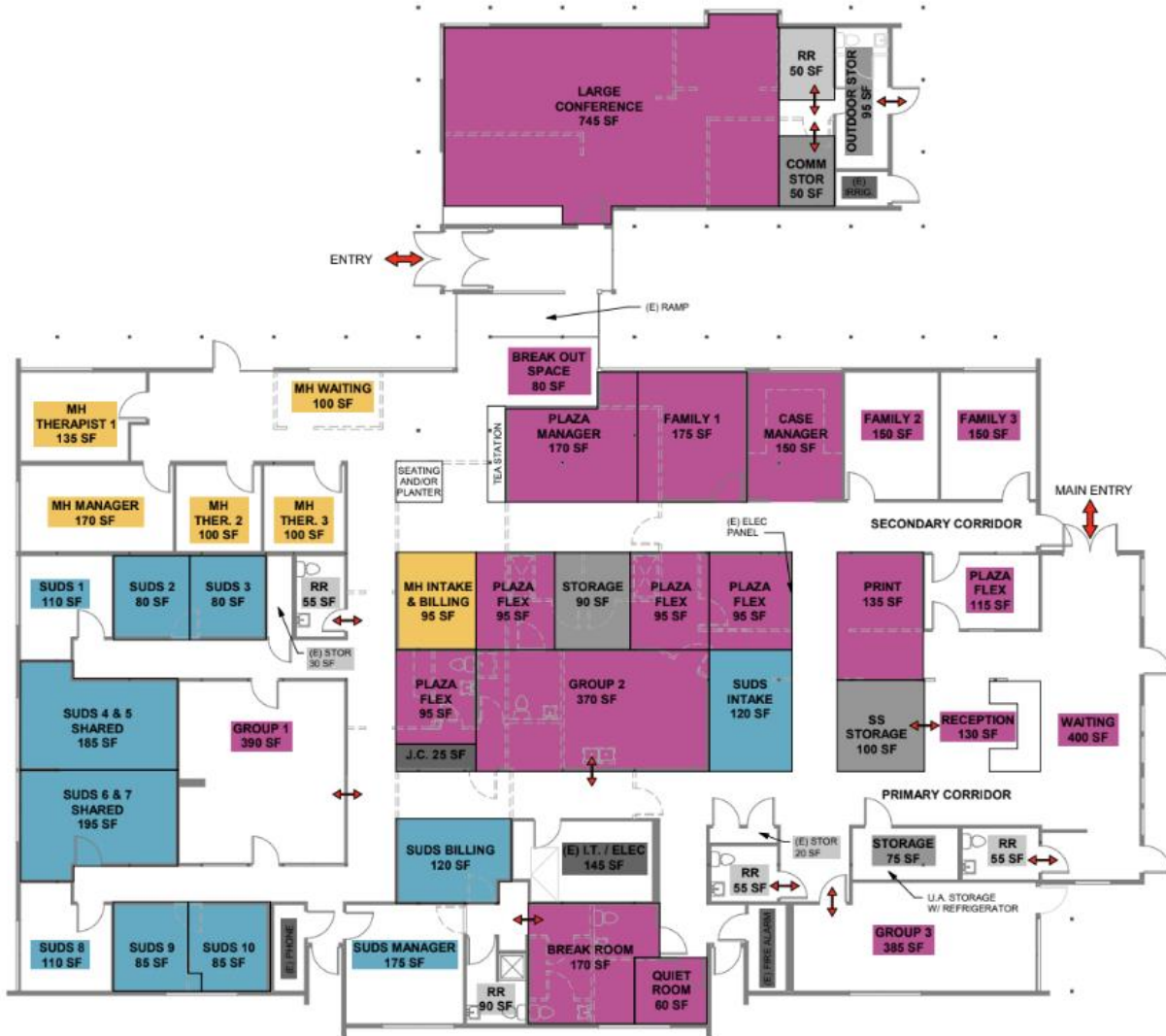
#### Program Highlights

- 50 STUDENTS CURRENTLY PARTICIPATING
- Delivered in partnership with Bethel and Springfield School Districts.
- Culturally-relevant activities along with academic support.





# Exhibit E – Proposed Floorplan



PROGRAM KEY	
<span style="display:inline-block; width:15px; height:15px; background-color:purple;"></span> ORGANIZATIONAL WIDE PROGRAM	<span style="display:inline-block; width:15px; height:15px; background-color:lightgray;"></span> RESTROOM
<span style="display:inline-block; width:15px; height:15px; background-color:yellow;"></span> MENTAL HEALTH PROGRAM (MH)	<span style="display:inline-block; width:15px; height:15px; background-color:gray;"></span> STORAGE
<span style="display:inline-block; width:15px; height:15px; background-color:blue;"></span> SUBSTANCE USE DISORDERS PROGRAM (SUDS)	<span style="display:inline-block; width:15px; height:15px; background-color:darkgray;"></span> MECHANICAL / ELECTRICAL / JANITOR PROGRAM

**Community Development Advisory Committee  
Minutes - Draft**

**Wednesday, February 7, 2024**

**5:30 pm**

**Hybrid Meeting: Jesse Maine Room, Springfield City Hall & Zoom**

**COMMITTEE MEMBERS PRESENT:** Savannah Olsen, Rebecca Cashero, John Aaron, City Councilor Steve Moe, Planning Commissioner Matt Salazar

**ABSENT:** Tinker Flom, Sami Allen, Catrina Mathewson

**STAFF PRESENT:** Erin Fifield and Sandy Belson

**1. Call to Order**

Savanah called the meeting to order at 5:30 and committee members introduced themselves.

**2 – Project Updates**

Erin provided updates on:

- CDBG and CDBG-CV projects - some funds may need to be re-allocated.
- FY2025 CDBG Annual Action Plan – Springfield allocated \$20,000 less than last year.
- 2025 Eugene-Springfield Consolidated Plan – Eugene leading this effort.

*Rebecca and John volunteered to serve the regional advisory committee for the Consolidated Plan. Matt said he could be available as well if needed.*

**3 – Public Hearing to Reallocate \$470,494**

Holly Mar Conte with Onward Eugene (economic development partner with Eugene Chamber of Commerce) explained the need for an Early Childhood Business Accelerator. Lane County is a childcare desert, especially for infants and toddlers. The care that is available is expensive and doesn't meet all the cultural and linguistic needs of local families.

Sheryl Henderson with LCC's Quality Care Connections which is a referral agency partners with small business development center to train childcare providers as small business owners. The Accelerator program sets childcare up for success. Blended funding supports the program.

Dan Collins with Small Business Development Center. The Accelerator Program is just starting its second wave after graduating 14 people. Each new childcare business can have up to 10 children in their home. The program has funds for programing. Seeking grants to fund business start-ups in Springfield. Seeking 9 grants of \$5,000 for a \$45,000 total.

David Saez with Plaza de Nuestra Comunidad seeking funds to create a Wellness Center located in Springfield. 77% of clients are very low or extremely low income. Oregon has 2<sup>nd</sup> worst addiction rates in country and ranks last in treatment options. Wellness Center would help meet this need, especially the Spanish-speaking community. Will provide trauma-informed culturally



appropriate services. Purchased property in February which is located near transit. Seeking \$250,000 in non-construction costs.

Marissa with Plaza explained that the merging of organizations into Plaza has resulted in more impact than any of original agencies could have had. Every program served more clients than ever before, including addiction treatment. The acquired space has potential to host all programs in one location. There is no other out-patient Spanish language treatment in Lane County. The closest in-patient services available to Spanish-speakers are in Madras. She passed out an updated ask which is different than what was submitted on-line.

In response to Erin's question, Dan explained that the Fall cohort for the childcare Accelerator program will finish in December. LCC's Small Business Development Center will then continue advising the graduates.

#### **IV. Recommendation to City Council**

Erin explained that she reached out to all low-income restricted housing providers in Springfield asking if they could undertake rental rehabilitation (rehab) this year. She received positive responses from:

- Saint Vincent de Paul
- Laurel Hill Center
- Homes for Good
- Peak Living

She also learned that the Springfield Utility Board can support HVAC improvements. She also shared the City would like to make bathrooms near library more ADA compliant and could use \$50,000 for architectural services.

Erin stated that the City's Tree Planting Program won't spend all the funds. Home Repair is likely overallocated. SHOP has unknowns. Likely to have up to \$200,000 additional funds to reallocate this fall.

Savanah stated that in the past the Committee has expressed discomfort in not doing a Request for Proposals as an equity issue.

Matt asked about the causes of delays with the Oasis Day Center, stating that the Committee wants to fund successful projects. Erin responded that there were a number of causes for the delay, including the environmental review. Catholic Community Services proposed new construction on its existing site. Through the environmental review, found a leaking underground storage tank that wasn't properly decommissioned. Construction costs had ballooned. Primary project manager left and other leadership had changed.

Erin stated that the opportunity to pay off a loan is the most minimal effort. She also said that there could be an RFP within a strategy such as rental rehab.

In response to a question from Matt, Erin responded that Council goes on break for two months, so in order to have a known path over summer, need to have direction from Council this month.

In response to a question from Savannah, Erin stated that we need to allocate between \$400,000 and \$500,000 to avoid the ticking time bomb. She shared that HUD is aware of the issues that timeliness requirements create.

Matt moved to recommend to Council that Springfield allocate \$470,494 to Supporting Childcare, Plaza's Project, and the Loan Repayment. Funds that become available this fall could be made available through an RFP for rental rehab.

John seconded the motion which passed with 4 in favor and Councilor Moe abstaining.

#### **V. Changes to Bylaws**

Main change is to vote on a chair/vice-chair every two years.

Councilor Moe stated he would like to make the Councilor a non-voting member.

John moved to recommend the updated bylaws including making the Councilor liaison a non-voting member.

Matt seconded the motion which passed with 4 in favor and Councilor Moe abstaining.

**Meeting adjourned at 6:35 pm.**

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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 7/1/2024  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Katie Carroll/DPW  
Erin Fifield/DPW  
**Staff Phone No:** 541-726-3660  
**Estimated Time:** 5 Minutes  
**Council Goals:** Promote and Enhance  
our Hometown Feel  
while Focusing on  
Livability and  
Environmental Quality

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<b>ITEM TITLE:</b>	SPRINGFIELD LAND ACQUISITION FUNDING
<b>ACTION REQUESTED:</b>	<b>Adopt / not adopt the following resolution:</b> A RESOLUTION AUTHORIZING THE CITY MANAGER TO PROVIDE FORGIVABLE LOANS TO DEVELOPERS TO ACQUIRE LAND TO DEVELOP INCOME-QUALIFIED HOUSING SERVING LOW-INCOME HOUSEHOLDS.
<b>ISSUE STATEMENT:</b>	<p>As part of its Housing Strategy, City Council has directed staff to identify and acquire land suitable for the development of income-qualified housing. The City has taken ownership of three properties so far for this purpose.</p> <p>Springfield received \$1.5 million in one-time American Rescue Plan Act (ARPA) funding from Lane County to purchase land for the development of income-qualified housing serving households with low incomes (<math>\leq 80\%</math> of the area median income, <i>AMI</i>) which must be spent by December 2025. The City has approximately \$900,000 in funding remaining. City staff propose making the remaining funding available to developers for this purpose while the City continues to search for land.</p>
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"><li><a href="#">Springfield Land Acquisition Funding Resolution Exhibit A- Springfield Land Acquisition Funding Guidelines</a></li><li><a href="#">Springfield Land Acquisition Funding Guidelines – Changes Highlighted</a></li></ol>
<b>DISCUSSION/ FINANCIAL IMPACT:</b>	<p>At Council’s April 15, 2024 work session, staff presented draft guidelines for an application process to provide forgivable loans to qualifying developers building at least four units of income-qualified housing and meeting other requirements. Loans would be awarded using the one-time ARPA funds the City received through an intergovernmental agreement with Lane County for land acquisition for income-qualified housing serving households with low incomes (<math>\leq 80\%</math> AMI). This approach would allow City staff to focus on the development of City-owned properties, while making remaining funds available. Funding awards to developers would be available on a first-come-first serve basis until County ARPA funds are fully expended. The City can charge staff time (up to \$75,000) for administration to the ARPA grant.</p> <p>At the April 15<sup>th</sup> work session Council directed staff to make funds available for projects where at least <b>51%</b> of units will be reserved for households with low incomes (<math>\leq 80\%</math> AMI), thus allowing mixed-income projects to qualify. Council also directed staff to limit funding for homeownership developments to those which will have a <b>singular underlying ownership</b> (community land trust, manufactured home park, etc.). Following the April meeting, staff consulted with the Finance Department to establish suitable loan default terms. Staff have updated the funding guidelines Council reviewed in its April work session to reflect Council direction and clarify funding requirements. A version of the guidelines showing significant changes made since the April 15<sup>th</sup> meeting in <b>yellow highlights</b> is available as Attachment 2. Wording changes made for clarity are not highlighted.</p>

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**CITY OF SPRINGFIELD, OREGON  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PROVIDE FORGIVABLE  
LOANS TO DEVELOPERS TO ACQUIRE LAND TO DEVELOP INCOME-QUALIFIED  
HOUSING SERVING LOW-INCOME HOUSEHOLDS.**

**WHEREAS**, the Common Council of the City of Springfield finds that there is a present and ongoing shortage of housing available within the City of Springfield that is affordable to households with low incomes;

**WHEREAS**, the City of Springfield has developed a Housing Strategy that identifies and implements initiatives to help address the City’s unmet housing needs, including acquiring or helping developers acquire land suitable for development of income-qualified housing;

**WHEREAS**, the City of Springfield received one million, five hundred thousand dollars (\$1,500,000) in one-time funds to be used for land acquisition for income-qualified housing to serve households with low incomes (80% or less of the area median income) through an intergovernmental agreement with Lane County executed on July 18, 2023;

**WHEREAS**, the City of Springfield has so far spent \$570,462 of funds authorized by the intergovernmental agreement toward its land acquisition efforts as of June 20, 2024;

**WHEREAS**, the Common Council finds that it is in the public interest to incentivize the development of income-qualified housing for low-income households by using these one-time funds to temporarily award forgivable loans to developers to purchase land to be developed with income-qualified housing meeting certain requirements; and

**WHEREAS**, the City Manager or designee will review and approve or deny applications for forgivable loans under this Resolution as provided in the Funding Guidelines in Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD:

Section 1: The Common Council hereby authorizes the City Manager to negotiation and execute forgivable loans up to a total of \$929,538, in accordance with the Funding Guidelines in Exhibit A, attached hereto and incorporated by this reference.

Section 2: This Resolution expires December 31, 2025, unless sooner terminated or extended by subsequent resolution of the Council.

Section 3: This Resolution will take effect on August 1, 2024.

ADOPTED by the Common Council of the City of Springfield this 1st day of July, 2024, by a vote of \_\_\_\_ for and \_\_\_\_ against.

ATTEST:

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City Recorder

## Springfield Land Acquisition Funding Guidelines

### I. Purpose

As part of the City of [Springfield's Housing Strategy](#), City Council has directed staff to acquire land and help developers acquire land suitable for development as income-qualified housing for households with low incomes. In support of that effort, the City has received one-time American Rescue Plan Act (ARPA) funds from Lane County for land acquisition in Springfield for the development of housing to serve low-income households and/or people currently experiencing homelessness. The funds were originally awarded to Lane County by the Oregon Legislature and Senator Beyer in 2021. In addition to looking for land to purchase with the funds, the City is making funding available to qualified applicants to purchase land in Springfield suited for the development of income-qualified housing development.

The City has **approximately \$900,000 available**. Funds will be awarded as a forgivable loan, forgivable upon completion of a 20-year affordability period. To be eligible for an award of funds, applications must meet several eligibility criteria. This forgivable loan application process is intended to assist with site acquisition for use as income-qualified housing for low-income and/or homeless households; it is not a short-term acquisition bridge financing program. Application does not guarantee funding. Funds are only available for purchasing property and may not be used for due diligence or design feasibility. Property purchased with these funds may be used for the development of income-qualified rental or homeownership housing.

The City requests applications from public agencies, non-profit organizations, and private developers to address housing needs in the community. This application process may close at any time once available funds have been allocated.

### II. Minimum Eligibility Criteria

The following minimum criteria must be met to be considered for funding:

- Site must be located within the City of Springfield city limits or be capable of being annexed into the City upon purchase.
- Applicant must have a binding contract for the property (option agreement or purchase and sale agreement).
- Award amounts shall not exceed a 90% loan to appraised value ratio. The City will accept option or sales agreements supported by tax assessment documentation or broker opinions as preliminary land value proof at time of application. An appraisal will be required prior to closing on the loan award and may impact the award amount.
- Funding is only available for land. If there are onsite improvements, the City will award funding based on value of land.
- Funds are only available for the cost of acquiring the real property, including closing costs.
- The site must be used to construct housing for which the primary purpose is serving households with low incomes. **“Households with low incomes”** is defined as less than or equal to 80% of the Department of Housing and Urban Development “HUD” area median income “AMI” for Eugene-Springfield.
  - For this funding, **“Primary Purpose”** means that at least 51% of units will be reserved for households with low incomes for the duration of the required affordability period.
- Income-qualified housing constructed on the property must be reserved for households with low incomes (less than or equal to 80% of the HUD AMI) for 20 years, the **“Affordability Period.”**



The restrictions must be documented in a form acceptable to the City of Springfield City Attorney's Office, including but not limited to, restrictive covenants, recorded at the applicant's expense against the property receiving funding.

- At least four new dwelling units reserved for households with low incomes must be built on the property. Housing must be developed on the property and placed into service within eight years of closing as outlined in these guidelines.
- Land must be retained in a singular underlying ownership after housing is built. For homeownership projects, land may be in a community land trust, manufactured dwelling park, or similar ownership structure approved by the City Attorney's Office.
- Applicant must have previous experience developing or managing income-qualified housing.

### III. Submission and Review Process

1. Staff will accept applications on a rolling basis until funds are fully allocated. Prospective applicants are encouraged to check on funding availability with staff before applying.
2. Staff will review each proposal for completeness and compliance with minimum eligibility criteria. Applications will be considered for funding in the order they are received and determined to be complete.
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4. Staff will work with approved applicants on awarding funding and follow-up monitoring to ensure awardees remain compliant with funding requirements.

### IV. Application Submission Requirements

Applications for funding must include the following information. Applications will not be considered complete until all information is received. Applicants are expected to provide the requested information in the order presented below. Applications will be evaluated based on the detail and clarity of the information provided.

- Application Summary Form
- Applicant Description- Please provide a 2-page maximum (excluding project list) narrative of:
  - **History and Mission:** Discuss the history and mission of your organization and any project partners.
  - **Development Experience:** Describe your previous experience in the development and/or management of income-qualified/affordable housing. Include a list of income-qualified housing projects with which you have been involved. Please include completed and current or on-going projects. The project list should illustrate your experience with projects similar in scope and size to the project proposed in this application and demonstrate your track record with financing development and/or operating costs of income-qualified housing projects. For each project include the name, location, applicant's role in the project, project description (type, size, scope, affordability/income restriction level, sources of financing, project status).

- **Financial Capacity:** Describe your organization's financial stability as it pertains to the capacity to successfully complete the project.
  - **Project Team:** Description of the project team, including relevant experience of any key team members.
  - **Other:** Include any other relevant information you would like considered which demonstrates your capacity to carry out the proposed project.
- Project Proposal- The City understands that applicants' development plans are in a concept phase and may be subject to change. Although not required, applicants are strongly encouraged to schedule a Development Initiation Meeting (DIM) prior to applying. Include a narrative of the following:
    - **Site Description:** Please describe the site including any existing improvements
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      - Access to transportation
      - Proximity to amenities and services
      - Availability of infrastructure
      - Natural hazard considerations
      - Description of any steps needed to make the site eligible for the intended purpose (such as annexation, zone change, etc.)
      - Description of any barriers to development of the site and plans to address those barriers
    - **Proposed Development Plan:** Describe your preliminary plans including:
      - Housing type, number of units
      - Tenure and affordability/income restriction levels for units
        - For homeownership projects please describe ownership structure (See minimum eligibility requirements for homeownership projects above.)
      - Affordability period and plan for securing
      - Preliminary designs and site plans (as available)
      - Description of and plan for serving target population (if applicable/known)
      - Timeline for development including estimated completion date and any foreseeable issues that may disrupt the timeline
    - **Project Financing:** Please describe plans for financing of the project (for both construction and operations), including both private and public funding sources the applicant has secured and/or plans to pursue and a timeline for securing funding
    - **Project Affordability:** Please describe how you will make at least 51% of units affordable to households with low incomes during the affordability period and identify expected rents or home owner purchases costs.
- Proof of site control documented by an option to purchase or purchase and sale agreement.
  - Preliminary supporting documentation for funding amount requested. This may be a broker opinion letter or tax assessment documentation. A third-party appraisal will be required before closing.

## V. Application Evaluation Criteria

Applications will be evaluated in six (6) areas using a five-point scoring system for each category. To be eligible for funding, an application must demonstrate compliance with all minimum eligibility criteria (see Section II) and must achieve a score of 3 or above in each category upon the averaging of all reviewer’s scores.

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4 points = Very Good

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<b>Category</b>	<b>Evaluation Criteria</b>
<b>Project Concept</b>	<ul style="list-style-type: none"> <li>• Applicant’s plans for the site are clearly defined, realistic in scope, location, need, and meet the objective of this funding to create housing to serve low-income/homeless households, including demonstration of an effective plan for ensuring affordability period of at least 20 years. Plan demonstrates an effective use of the site to maximize impact on housing need (this may be balanced with special needs of a target population as identified and explained).</li> </ul>
<b>Project Financing</b>	<ul style="list-style-type: none"> <li>• Applicant demonstrates a feasible plan for financing the remainder of the project (construction and operation), including identification of secured sources of funding and funding applicant plans to pursue in the future and timeline of those applications.</li> </ul>
<b>Project Affordability</b>	<ul style="list-style-type: none"> <li>• Applicant demonstrates a feasible plan for making housing units affordable to households with low incomes for the affordability period.</li> </ul>
<b>Site Suitability</b>	<ul style="list-style-type: none"> <li>• Applicant demonstrates strong understanding of the strengths and constraints of the project site.</li> <li>• Applicant has addressed how it plans to mitigate any site-specific barriers to development of income-qualified housing.</li> <li>• Proposal appears feasible on proposed site under the City’s code requirements (allowed use, density, etc.).</li> </ul>
<b>Capacity to Complete</b>	<ul style="list-style-type: none"> <li>• Applicant has track record of developing and/or managing income-qualified housing projects. Reviewers will look for:               <ul style="list-style-type: none"> <li>○ Experience developing and/or managing projects in Oregon</li> <li>○ Experience developing and/or managing the type of housing proposed</li> <li>○ Experiencing serving a target population (if identified)</li> <li>○ Experience with financing development and/or operation of income-qualified housing projects</li> </ul> </li> <li>• Applicant demonstrates financial capacity to complete the project.</li> <li>• Applicant demonstrates staff capability and capacity to successfully implement the project.</li> </ul>



<p><b>Project Readiness</b></p>	<ul style="list-style-type: none"> <li>• Applicant has a clear and realistic project timeline that demonstrates readiness to implement a project in a timely manner upon funding award.</li> <li>• Demonstrates ability to complete project within required period for this funding (8 years).</li> </ul>
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**VI. Other Requirements**

**Purchase and Sale Agreements:** Property already purchased or donated does not qualify for funding under this application process. Any property with a cost reimbursement agreement is not eligible for financing. The City will not approve any applications with option agreements or purchase sale agreements signed longer than 12 months prior to the application date.

**Arm’s Length Transactions:** Loans will not exceed actual buyer costs and all transactions must be arm’s length. Transactions involving any “identity of interest” are not eligible for funding. Identity of interest is defined as any relationship where the purchaser and seller are related, connected and/or affiliated through a business, personal, or financial relationship.

**Use of Purchased Property:** Funds are only available to purchase property where the primary purpose will be to provide income-qualified housing for low-income and/or homeless households. Funding will be limited to acquisition for the purpose of new construction.

**Application Deadlines:** Funds are available until allocated or until the application process is closed. Applications will be considered for funding based upon the availability of funds. Partial awards may be considered. The intent of the application process is to respond quickly to the potential needs of applicants to secure sites as they become available given the urgent need for housing that is affordable and competition for limited developable land.

**Loan to Value:** There is no maximum award amount on forgivable loans subject to fund availability, but forgivable loans will not exceed 90% loan to appraised value. Applicants are required to submit an option or sales agreement supported by tax assessment documentation or a broker opinion with the application to indicate preliminary loan to value compliance. If awarded funds, applicant will be required to obtain an appraisal at the applicant’s cost. Awards may be revised based on the findings of the appraisal.

**Other Due Diligence:** Applications awarded conditional funding approval will be required to obtain a preliminary title report, and phase one environmental report for the City to review prior to receiving the funds (at the applicant’s expense). The City reserves the right to revise or rescind funding awards or require additional due diligence documentation based on the findings of these reports.

**Forgivable Loan Terms:** Funds will be awarded as a forgivable loan, forgivable upon completion of a 20-year affordability period which begins at certificate of occupancy. Housing must be developed on the property and placed into service within eight years of closing on a purchase or funds become immediately and fully repayable subject to the terms described in the *Failure to Meet Terms* section. Housing that does not satisfy the full 20-year affordability period will be subject to loan repayment on the following terms:

- Full repayment of loan if housing does not remain restricted to households with low incomes for at least 10 years.
- Starting at the completion of 11 years, 10% of loan is forgiven for each full year that housing remains restricted to households with low incomes beyond the initial ten years.

**Required Reporting:** Award recipients are required to provide a semiannual update on project progress utilizing the City-provided form. Completed forms are due by February 1 and August 1 each year. Default procedures may be commenced on recipients that do not submit timely progress forms.

**Updated Project Plan:** Within three years of receiving an award, a recipient must present the City with an updated development plan, including a proposed development design, committed and anticipated additional financial resources to be dedicated to the development and an estimated development schedule that indicates completion of the development within eight years of closing on the property. Default procedures may be commenced on recipients that do not submit updated project information within the three-year period.

**Transfer of Property:** Recipients may not sell, lease (except residential leases consistent with funding requirements), or otherwise transfer property acquired without written consent of the City; award recipients must notify the City of any planned lease, sale, or transfer reasonably in advance. Upon transfer, all property will remain subject to these funding requirements.

**Failure to Meet Terms:** The following events will constitute a default under the funding guidelines, in addition to the failure to meet the affordability period requirements detailed above:

- The recipient does not obtain certificates of occupancy and lease or sell all housing units within the eight years of the closing date;
- The recipient fails to use the property in a way consistent with the funding requirements; or
- The recipient does not abide by any terms of their agreement or these funding guidelines.

Upon an event of default, the City will provide the recipient with a written warning and opportunity to cure the default within 30 days. For default based upon failure to meet affordability period requirements, if the default is not cured, the remedy will be loan repayment as outlined above in the Funding Guidelines. For all other instances of default, if the recipient does not cure the default in the time required, then the recipient will be required to repay the City the principal of the award plus compounded interest calculated at the 10-year constant treasury maturity rate plus 2.5% at the time of default. This provision does not limit any remedies or claims the City may have against the recipient for default of the agreement or funding guidelines.

**Loan Security Position:** All funding provided under these guidelines must be secured by the purchased property. The City's lien or other security shall take priority over all other liens and loans applicable to the purchased property. The City may allow subordination of its lien in favor of temporary construction funding, if the City determines in its sole discretion that subordination of the City's lien is in the overall public interest.

## **VII. Disclaimer/Decision Not To Fund**

The City has developed this funding application process with the intent of gathering information that is adequate to serve as a sound basis for decisions about funding. As an application is reviewed it may become apparent that additional information is needed from a project applicant. The City may follow up with an applicant to clarify information contained in their application, or to gather additional information. Applications deemed incomplete will be returned to the applicant and will not be further reviewed by the City.

The City reserves the right to allocate resources to any, all, or none of the applications received under this application process. The City also reserves the right to provide funds with different financing terms to any projects funded. The City may decide to not allocate all available resources.

### **VIII. Confidentiality**

Information considered confidential under Oregon law, such as trade secrets or proprietary information, may be separated for confidential handling, if marked “confidential” and delivered at the same time as the rest of the submittal. To the extent allowed under the Oregon Public Records Law, the City will attempt to maintain all confidential information as exempt from public disclosure.



# Springfield Land Acquisition Funding Guidelines

## I. Purpose

As part of the City of [Springfield's Housing Strategy](#), City Council has directed staff to acquire land and help developers acquire land suitable for development as income-qualified housing for households with low incomes. In support of that effort, the City has received one-time American Rescue Plan Act (ARPA) funds from Lane County for land acquisition in Springfield for the development of housing to serve low-income households and/or people currently experiencing homelessness. The funds were originally awarded to Lane County by the Oregon Legislature and Senator Beyer in 2021. In addition to looking for land to purchase with the funds, the City is making funding available to qualified applicants to purchase land in Springfield suited for the development of income-qualified housing development.

The City has **approximately \$900,000 available**. Funds will be awarded as a forgivable loan, forgivable upon completion of a 20-year affordability period. To be eligible for an award of funds, applications must meet several eligibility criteria. This forgivable loan application process is intended to assist with site acquisition for use as income-qualified housing for low-income and/or homeless households; it is not a short-term acquisition bridge financing program. Application does not guarantee funding. Funds are only available for purchasing property and may not be used for due diligence or design feasibility. Property purchased with these funds may be used for the development of income-qualified rental or homeownership housing.

The City requests applications from public agencies, non-profit organizations, and private developers to address housing needs in the community. This application process may close at any time once available funds have been allocated.

## II. Minimum Eligibility Criteria

The following minimum criteria must be met to be considered for funding:

- Site must be located within the City of Springfield city limits or be capable of being annexed into the City upon purchase.
- Applicant must have a binding contract for the property (option agreement or purchase and sale agreement).
- Award amounts shall not exceed a 90% loan to appraised value ratio. The City will accept option or sales agreements supported by tax assessment documentation or broker opinions as preliminary land value proof at time of application. An appraisal will be required prior to closing on the loan award and may impact the award amount.
- **Funding is only available for land. If there are onsite improvements, the City will award funding based on value of land.**
- Funds are only available for the cost of acquiring the real property, including closing costs.
- The site must be used to construct housing for which the primary purpose is serving households with low incomes. **“Households with low incomes”** is defined as less than or equal to 80% of the Department of Housing and Urban Development “HUD” area median income “AMI” for Eugene-Springfield.
  - **For this funding, “Primary Purpose” means that at least 51% of units will be reserved for households with low incomes for the duration of the required affordability period.**
- Income-qualified housing constructed on the property must be reserved for households with low incomes (less than or equal to 80% of the HUD AMI) for 20 years, the **“Affordability Period.”**

The restrictions must be documented in a form acceptable to the City of Springfield City Attorney's Office, including but not limited to, restrictive covenants, recorded at the applicant's expense against the property receiving funding.

- At least four new dwelling units reserved for households with low incomes must be built on the property. Housing must be developed on the property and placed into service within eight years of closing as outlined in these guidelines.
- Land must be retained in a singular underlying ownership after housing is built. For homeownership projects, land may be in a community land trust, manufactured dwelling park, or similar ownership structure approved by the City Attorney's Office.
- Applicant must have previous experience developing or managing income-qualified housing.

### III. Submission and Review Process

1. Staff will accept applications on a rolling basis until funds are fully allocated. Prospective applicants are encouraged to check on funding availability with staff before applying.
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