BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 13-06-04-12

IN THE MATTER OF DIRECTING THE COUNTY ADMINISTRATOR TO SIGN AND ENTER THE COUNTY INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SPRINGFIELD TO ADDRESS CONCERNS RELATED TO THE PROTECTION OF SPRINGFIELD'S DRINKING WATER SOURCE AREAS

WHEREAS, in January of 2012, the Board of Commissioners initiated a Post Acknowledgement Amendment to the Eugene-Springfield Metropolitan Area General Plan (Metro Plan) to modify the Plan's boundary east of Interstate 5 to be coterminous with the City of Springfield's parcel specific Urban Growth Boundary; and

WHEREAS, on October 25, 2011, the City of Springfield's Planning Commission recommended approval of the County's proposed Metro Plan boundary adjustment provided an agreement between the City and the County be established to address concerns raised by the Springfield Utility Board (SUB) about possible impacts to the City's drinking water should the Metro Plan boundary be relocated; and

WHEREAS, between March 2012 and February 2013, City and County staff worked together to develop appropriate agreement language that would address the concerns raised by SUB but also enable the relocation of the Metro Plan boundary as proposed by the County; and

WHEREAS, on February 26, 2013, the Board indicated support for the fundamental concepts of the IGA; and

WHEREAS, on March 18, 2013, the Springfield City Council indicated support for the IGA and voted to approve the County initiated Metro Plan boundary amendment; and

WHEREAS, on May 13, 2013, the Springfield City Manager signed the Intergovernmental Agreement included as attachment A to this Order.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

That the Board approves and the County Administrator shall be directed to sign the Intergovernmental Agreement between Lane County and the City of Springfield included as Attachment A to this Order.

ADOPTED this 04 day of June, 2013.

Sid Leiken, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM
Date 5-29-2013 Lane County
OFFICE OF LEGAL COUNSEL

Attachment A

INTERGOVERNMENTAL AGREEMENT
METRO PLAN BOUNDARY

BETWEEN: The City of Springfield ("City")
a municipal corporation of the state of Oregon

AND: Lane County ("County")
a political subdivision of the state of Oregon

EFFECTIVE DATE: Subject to Section 1.B. and D. below, this Agreement is effective _____, 2013

RECITALS:

1. City and County, in the administration of their comprehensive planning responsibilities, jointly adopted the Eugene-Springfield Metropolitan Area General Plan (2004 update) (the "Plan").

2. Key elements of the Plan include certain boundaries that define responsibilities regarding land use including the Metropolitan Area General Plan (2004 update) Boundary (the "Boundary"), the Urban Growth Boundary (the "UGB"), and the city limits (the "city limits").

3. Since adoption, the Plan's boundary has included land beyond the UGB which is a unique feature of the Plan and not required by Oregon land use laws.

4. In 2011, Lane County and City amended the UGB east of I-5 to make it site specific.

5. In June of 2011, the County submitted a notice of proposed Post-Acknowledgment Plan Amendment (PAPA) to the Department of Land Conservation and Development (DLCD) seeking to relocate the Plan Boundary located east of I-5 to be coterminous with the City's site specific Urban Growth Boundary.

6. On October 25, 2011, the City of Springfield's Planning Commission recommended approval of County's proposed PAPA provided an agreement between the City and the County to address the concerns of the Springfield Utility Board (SUB) about protecting the City's drinking water was included as part of the amendment.

7. On March 13, 2012, the elected officials of the City, the County and the City of Eugene, conducted the initial public hearing of the joint elected officials on this proposal, SUB staff provided testimony in opposition to this proposal if specific provisions to protect the City's drinking water were not included as a part of the amendment.

8. City and County representatives have met on several occasions to discuss possible alternatives to the County's proposal in an effort to address the County's concern about constituent representation and the City's concern about preserving its existing authority in the Metro Plan regarding decisions in the land between the UGB and Metro Plan Boundary in order to protect the City's drinking water.

9. As a result of these conversations, the City and County have agreed that it is in the long-term interest of both governments and their respective constituents to establish a logical relationship between the Metro Plan Boundary and the Rural Comprehensive Plan Boundary.

10. Springfield Utility Board (SUB) wellhead protection areas outside of the City UGB have been delineated by SUB and certified by the Oregon Health Authority pursuant to OAR chapter 333, Division 61, by the Public Health Division of the Oregon Health Authority under Certificate Number 2, and, pursuant to OAR 660-023-0140 (5)(a) are eligible for recognition and inclusion on adopted Goal 5 inventories as a significant groundwater resource.

11. The parties now agree that a Boundary based upon the City's UGB would provide the desired logical relationship, with further agreement preserving the City's joint governance over the sensitive time of travel zones mapped on the Springfield Drinking Water Protection Plan that are within the present Metro Plan boundary until such time as a drinking water protection plan is in place. Such areas are shown on Exhibit A .

12. The parties further agree that in order to protect the City's drinking water source, certain areas outside the current UGB but within the sensitive time of travel zones should be evaluated for inclusion within the City's UGB.

13. ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform.

NOW, THEREFORE, in consideration of the foregoing, City and County agree as follows:

Section 1: In partnership the City and County jointly agree as follows:

A. The City, in coordination with the Springfield Utility Board ("SUB"), shall promptly submit to the County a PAPA application to recognize that the sensitive time of travel zones and wellhead protection areas outside of the City UGB as delineated by SUB and certified by the Oregon Health Authority may constitute a significant Goal 5 groundwater resource entitled to inclusion in the applicable comprehensive plan inventory and to protection. The County agrees to dedicate resources and process such

application, when submitted, with priority. In its discretion, the County may direct that the City and SUB shall prepare and submit a plan for protection of the resource so identified or recognized, as the City and SUB deem necessary pursuant to Section 3.C., and the County agrees to dedicate resources and process such a plan, when submitted, with priority.

B. Effective as of the date the County obtains final approval (which is defined to include adoption of identical ordinances by all governing bodies participating in the decision) of its proposed PAPA to relocate the Plan Boundary as described in Recital 5 of this Agreement, the City's existing decision-making authority over the sensitive time of travel zones depicted on Exhibit A will remain in effect. For any subsequent PAPA application located in the sensitive time of travel zones depicted on Exhibit A, City and County shall utilize the decision-making authority and process the City previously held under Chapter IV of the Plan as codified in Springfield Development Code Sections 5.14-105 through 5.14-155, Lane Code Chapter 12.200-12.245 and further modified by Section 2:A. of this agreement.

C. The City and County shall exercise joint decision making authority over adoption or any amendments to SUB's groundwater resource identified in the County's inventory and on a drinking water protection plan to protect that resource or any amendment to such drinking water protection plan for the term of this Agreement, as further provided in Section 1:D., below.

D. The parties further agree that additional comprehensive plan findings and policies to be considered by the decision makers, as applicable, are:

1. Metro Plan, The Fundamental Principles Chapter of the Metro Plan including Metropolitan Goals, Environmental Resources, paragraphs 1, 2, 3 and 4;
2. Metro Plan, Metropolitan Goals, Public Facilities, paragraph 1;
3. Metro Plan, Environmental Resources Element, Agricultural Lands (Goal 3), Policies 1-4;
4. Metro Plan, Environmental Resources Element, Riparian Corridors Wetlands and Wildlife Habitat (Goal 5), Policy 8;
5. Metro Plan, Environmental Resources Element, Mineral and Aggregate Resources (Goal 5), findings 12, 13 and 14;
6. Metro Plan, Willamette River Greenway, River Corridors and Waterways Element, Goal and Policies D5, D6 and D 10;
7. Metro Plan, Public Facilities and Services Element, Policy G3;
8. Metro Plan, Public Facilities and Services Element, Services to Development with the Urban Growth Boundary: Water, Findings 11, 12 and 13, Policies 9, 10, 11 and 12;
9. Metro Plan, Public Facilities and Services Element, Locating and Managing Public Facilities Outside the Urban Growth Boundary, Finding 36;

10. Lane County Rural Comprehensive Plan, Goal 5 Open Spaces, Scenic and Historic Areas and Natural Resources, Mineral and Aggregate Resources, Policies 1-11;
11. Lane County Rural Comprehensive Plan, Goal 5 Open Spaces, Scenic and Historic Areas and Natural Resources, Water Resources, Policies 1-4;
12. Lane County Rural Comprehensive Plan, Goal 6 Air, Water and Land Resources, Water Quality, Policies 1-7.

This joint authority under Section 1 shall remain in effect so long as the Plan Boundary PAPA is not reversed or remanded on appeal, provided that the joint authority described in Section 1:B. and D. shall cease once a drinking water protection plan for the sensitive time of travel zones and wellhead protection areas delineated by SUB and certified by the Oregon Health Authority obtains final approval and the joint decision making authority over the SUB groundwater inventory and protection under Section 1:C. shall continue unless the parties mutually agree to termination or modification.

Section 2: In partnership with the City, the County agrees to:

A. Provide referral notice to the City of any PAPA application that is proposed within the sensitive time of travel zones as depicted on Exhibit A. All referrals shall occur within ten (10) days of the PAPA application or initiation date. Upon receiving referral notice the City, at its discretion, may, within 21 days of the Notice from the County, elect to not participate in the PAPA decision making process as described in Sections 1:B., C. and D. of this Agreement by notifying the County in writing. If the City does not participate in the PAPA decision making process, the County shall be the sole decision maker utilizing the process and applying criteria as set forth in Section 1:B. and D. of this Agreement. If City does participate in the PAPA decision making process, it shall remain a decision maker with the County utilizing the process and applying criteria set forth in Section 1:B. and D. of this Agreement and the PAPA shall not be approved unless both the City and County governing bodies each approve the PAPA application.

B. Devote appropriate resources to evaluate and process, with priority, the drinking water protection plan and land use regulations set forth in Section 3:C of this Agreement.

Section 3: In partnership with the County, City shall:

A. Devote appropriate resources to evaluate and process, with priority, the County proposal to amend the Boundary to be coterminous with the City's UGB.

B. When ready, initiate an Urban Growth Boundary amendment to include within the UGB all areas that are located within the sensitive time of travel zones as depicted on Exhibit A. For purposes of this Agreement "initiate" is defined as submitting a notice of proposed amendment to DLCD.

C. Allocate planning staff resources (in collaboration with SUB) sufficient to prepare for hearings before the Planning Commissions and Governing bodies on an application to recognize and inventory the sensitive time of travel zones and wellhead protection areas delineated by SUB and certified by the Oregon Health Authority as a significant groundwater resource under Goal 5, and any drinking water protection plan and land use regulations the City considers necessary to be made applicable to land outside the City's UGB east of I-5 and within the sensitive time of travel zones and wellhead protection areas, to protect such resource.

Section 4: Both parties agree that the 1986 Urban Transition Agreement between the parties does not apply to lands within the sensitive time of travel zones not presently within the City's UGB. Except as modified by this Agreement, these areas remain the jurisdictional responsibility of Lane County until the property is brought into the City's UGB.

Section 5: This Agreement may be amended or terminated only upon the mutual agreement of both parties.

Section 6: Should any court of competent jurisdiction determine that a section or part of a section of this agreement is invalid, such invalidity shall not impair the effect or validity of the remaining sections or parts of sections.

CITY OF SPRINGFIELD:

Gino Grimaldi, City Manager

5/13/13

LANE COUNTY:

Liane Richardson, County Administrator

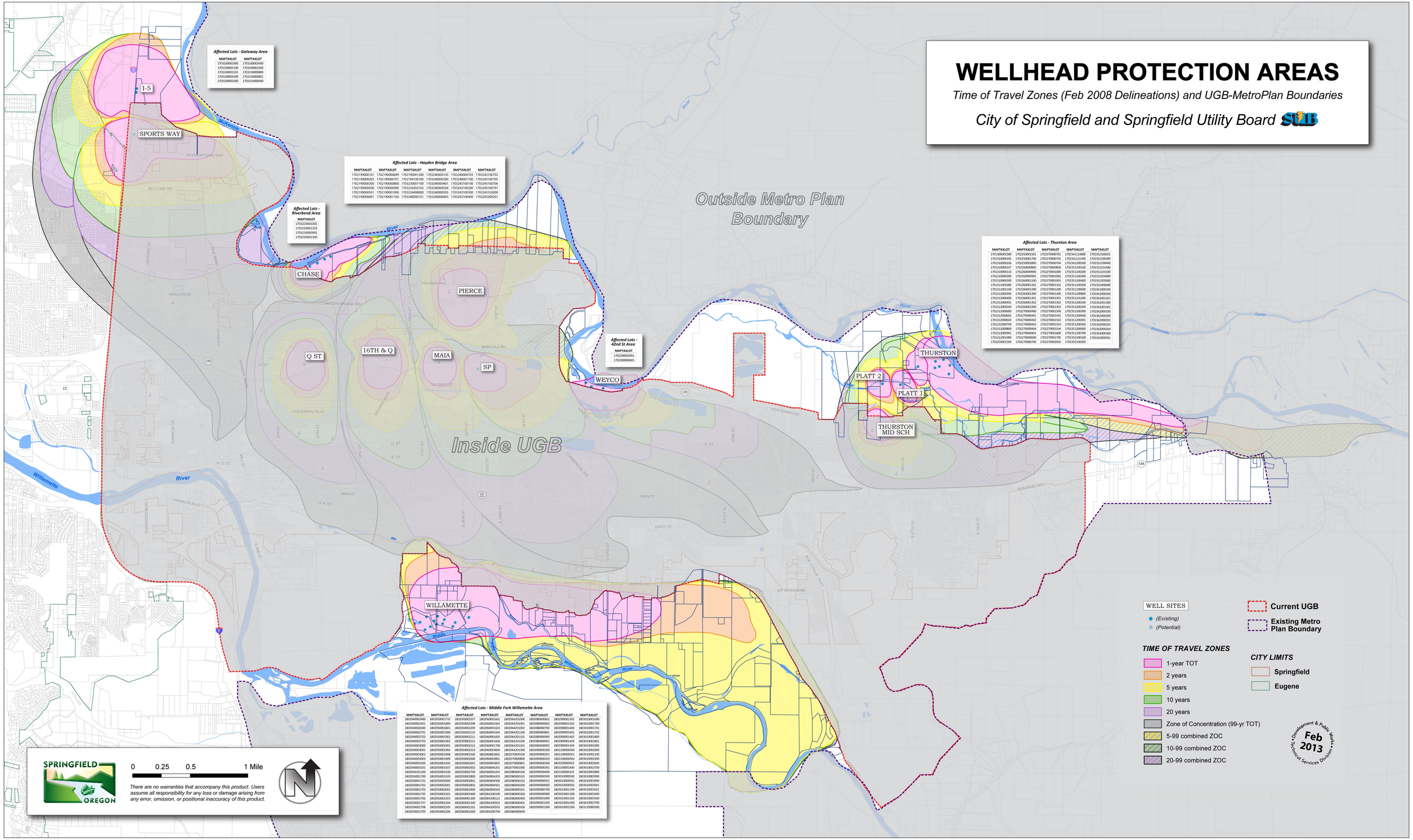
REVIEWED & APPROVED
AS TO FORM
DATE: 5/13/13
OFFICE OF CITY ATTORNEY
as to form only

Exhibit A

WELLHEAD PROTECTION AREAS

Time of Travel Zones (Feb 2008 Delineations) and UGB-MetroPlan Boundaries

City of Springfield and Springfield Utility Board



Affected Lots - Gateway Area

MAPTAXLOT	MAPTAXLOT
1703100001900	1703100002400
1703100002100	1703100002500
1703100002101	1703150000800
1703100002200	1703150000801
1703100002300	1703154000400

Affected Lots - Hayden Bridge Area

MAPTAXLOT	MAPTAXLOT	MAPTAXLOT	MAPTAXLOT	MAPTAXLOT	MAPTAXLOT
1702190000101	1702190000699	1702190001200	1703240000103	1703240000703	1703243100703
1702190000203	1702190000701	1702194100100	1703240000300	1703240001100	1703243100705
1702190000300	1702190000800	1703230001100	1703240000401	1703243100100	1703243100706
1702190000500	1702190000900	1703234302102	1703240000504	1703243100200	1703243100707
1702190000501	1702190001000	1703234400800	1703240000505	1703243100300	1703243102000
1702190000601	1702190001100	1703240000101	1703240000603	1703243100400	1703243200201

Affected Lots - Riverbend Area

MAPTAXLOT
1703220001001
1703230001202
1703230000901
1703230001500

Affected Lots - 42nd St Area

MAPTAXLOT
1702290002901
1703200000401

Affected Lots - Thurston Area

MAPTAXLOT	MAPTAXLOT	MAPTAXLOT	MAPTAXLOT	MAPTAXLOT
1701300002300	1702250001501	1702270000701	1702341114800	1702352100201
1701310000105	1702250001700	1702270000702	1702341115500	1702352100300
1701310000106	1702250002800	1702270000704	1702341200500	1702352100400
1701310000107	1702260000800	1702270000800	1702351100100	1702352101400
1701310000110	1702260000900	1702270001000	1702351100200	1702352101500
1701310000200	1702260000902	1702270001002	1702351100300	1702352104900
1701310000300	1702260001100	1702270001003	1702351100400	1702352205000
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1701312000300	1702260001300	1702270001300	1702351100800	1702361000200
1701312000400	1702260001301	1702270001301	1702351101200	1702361001201
1701312000401	1702260001302	1702270001302	1702351200100	1702361001300
1701312000500	1702260002200	1702270001303	1702351200200	1702361001301
1701312000600	1702270000400	1702270001500	1702351200300	1702362000100
1701312000602	1702270000401	1702270001501	1702351200400	1702362000200
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1701312000800	1702270000404	1702270001504	1702351200600	1702362000204
1701312000901	1702270000405	1702270001600	1702351200700	1702362000300
1701312001000	1702270000700	1702270001700	1702352100100	1702362000301
1702250001500	1702270000700	1702270002003	1702352100200	

Affected Lots - Middle Fork Willamette Area

MAPTAXLOT	MAPTAXLOT	MAPTAXLOT	MAPTAXLOT	MAPTAXLOT	MAPTAXLOT	MAPTAXLOT	MAPTAXLOT
1802040002400	1802050001710	1802050002207	1802060001601	1802064201000	1802080000601	1802090001302	1803010001600
1802040002401	1802050001800	1802050002208	1802060001602	1802064201001	1802080000602	1802090001303	1803010001700
1802040002600	1802050001801	1802050002209	1802060001603	1802064201002	1802080000700	1802090001400	1803010001701
1802040002701	1802050001900	1802050002210	1802060001604	1802064201100	1802080000801	1802090001401	1803010001702
1802040002702	1802050001901	1802050002211	1802060001605	1802064201101	1802080000900	1802090001402	1803010001800
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1802040003001	1802050001904	1802050002214	1802060001604	1802064201300	1802090000200	1802100000500	1803010002000
1802040003002	1802050001908	1802050002500	1802060003605	1802070000100	1802090000201	1802100000501	1803010002100
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1802040201100	1802050001928	1802050002700	1802060004202	1802080000100	1802090000400	1802160000101	1803010002800
1802050001700	1802050001929	1802050002800	1802060004203	1802080000101	1802090000500	1803010000500	1803010002900
1802050001701	1802050002000	1802050002801	1802060004500	1802080000102	1802090000501	1803010000501	1803010003000
1802050001702	1802050002001	1802050002802	1802060004501	1802080000200	1802090000600	1803010000502	1803010003001
1802050001703	1802050002002	1802050002900	1802060004502	1802080000201	1802090000700	1803010001199	1803010003201
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