



City Council Agenda

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

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

Alan Stout, Ward 6

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.

May 5, 2025
Monday

6:00 p.m. Work Session
Council Meeting Room
or

Virtual Attendance

Registration Required:

Attend from your computer, tablet or smartphone:

Zoom

Meeting ID: 890 9214 4546

https://us06web.zoom.us/webinar/register/WN_BKJCzPaqTcOD8WUc2qxQXw

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 Stout____.

1. Master Fees and Charges Update
[Jeff Paschall]

(30 Minutes)

ADJOURNMENT

7:30 p.m. Regular Meeting
Council Meeting Room
or
Virtual Attendance

Registration Required:
Attend from your computer, tablet or smartphone:
Zoom
Meeting ID: 890 9214 4546
https://us06web.zoom.us/webinar/register/WN_BKJCzPaqTcOD8WUc2qxQXw
To dial in using your phone in Listen Only Mode:
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CALL TO ORDER

ROLL CALL -- Mayor VanGordon ____, Councilors Webber ____, Moe ____, Rodley ____, Blackwell ____, Doyle ____, and Stout ____.

PLEDGE OF ALLEGIANCE

SPRINGFIELD UPBEAT

1. 2025 Building Safety Month Proclamation
[Mayor VanGordon] (5 Minutes)
2. 2025 National Public Works Week Proclamation
[Mayor VanGordon] (5 Minutes)
3. 2025 National Law Enforcement Week Proclamation
[Mayor VanGordon] (5 Minutes)
4. 2025 May is Bike Month Proclamation
[Mayor VanGordon] (5 Minutes)

CONSENT CALENDAR

1. **Claims**
2. **Minutes**
 - a. November 4, 2024 City Council Regular Session Minutes
 - b. November 4, 2024, City Council Work Session Minutes
 - c. November 12, 2024, City Council Work Session Minutes
 - d. November 18, 2024 City Council Work Session Minutes
 - e. November 25, 2024, City Council Work Session Minutes
3. **Resolutions**
4. **Ordinances**
5. **Other Routine Matters**
 - a. Liquor License Application for a New License for Rachel Rossi, DBA: Estelle Bakery
 - b. Contract Approval - REDW, LLC Audit Contract for Fiscal Year Ending June 30, 2025

- c. Contract Approval - Milliman, Inc. Actuarial Services for City Retirement Plan
- d. Acceptance of Project P31090, Moffit Manhole Kinglet Court

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 and Stormwater User Fees FY 2025-26
[Matt Stouder] (5 Minutes)

MOTION: Adopt/Not Adopt a Resolution of the City of Springfield Setting Local and Regional Wastewater (Sewer) User Fees and Local Stormwater (Drainage) User Fees as Set Forth in the Springfield Municipal Code.

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

- 1. Kiev Street Name Change - Second Reading
[Tom Sievers] (5 Minutes)

ORDINANCE NO. 1: AN ORDINANCE RENAMING KIEV STREET, IN THE UKE VILLAGE SUBDIVISION, TO KYIV STREET, AS PLATTED AND RECORDED IN BOOK 73, PAGES 98 AND 99, PLAT RECORDS OF LANE COUNTY OREGON IN TOWNSHIP 17 SOUTH, RANGE 3 WEST, OF THE WILLAMETTE MIRIDIAN.

MOTION: Adopt/Not Adopt Ordinance No 1.

RESOLUTIONS

- 1. Eugene-Springfield 2025 Consolidated Plan
[Erin Fifield] (5 Minutes)

RESOLUTION NO 1.: A RESOLUTION APPROVING THE EUGENE-SPRINGFIELD 2025 CONSOLIDATED PLAN FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

MOTION: Adopt/Not Adopt: Resolution No. 1.

BUSINESS FROM THE CITY COUNCIL

BUSINESS FROM THE CITY MANAGER

- 1. Ratification of the Metropolitan Wastewater Management Commission (MWMC) FY 2025-26 Regional Wastewater Program Budget and Capital Improvement Program (CIP).
[Matt Stouder] (5 Minutes)

MOTION: To Ratify/Not Ratify the FY 2025-26 Regional Wastewater Program Budget and Capital Improvement Program (CIP)

2. Fiscal Year 2026 Community Development Block Grant (CDBG) Annual Action Plan
[Erin Fifield] (10 Minutes)

MOTION: Approve/Not Approve the Community Development Advisory Committee's recommendation on allocating funding for the Fiscal Year 2026 Community Development Block Grant Annual Action Plan.

AND

MOTION: Authorize/ Not 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.

3. Award Contract to Corvallis Neighborhood Housing Services, dba: DevNW (Springfield Office)
[Jeff Paschall] (10 Minutes)

MOTION: Approve/Not Approve a contract with a not to exceed budget of \$500,000 to support the development of affordable housing at 190 S. 41st Street and 1577 Laura Street locations in Springfield, Oregon

AND

MOTION: Authorize/Not Authorize the City Manager to negotiate and execute all necessary documents to carry out the grant agreement with DewNW.

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

AGENDA ITEM SUMMARY S P R I N G F I E L D C I T Y C O U N C I L	Meeting Date:	05/05/2025
	Meeting Type:	Work Session
	Staff Contact/Dept:	Jeff Paschall/Community Development
	Staff Phone No:	
	Estimated Time:	30 Minutes
	Council Goals:	Financially Responsible and Stable Government Services

ITEM TITLE:

Master Fees and Charges Update

ACTION REQUESTED:

Provide guidance to staff on the FY26 update to the Master Fees and Charges Schedule.

ISSUE STATEMENT:

Each year, Council and staff review existing fees and charges for appropriateness of rates to meet cost-recovery targets. Staff have prepared the draft update to the fees and charges schedule for FY26. For fees driven by staffing costs, the proposed escalator is 5.5%. For fees driven by CPI inflation, the proposed escalator is 2.4%.

DISCUSSION/FINANCIAL IMPACT:

The City's Schedule of Fees and Charges is adopted through Council action and serves as the official reference for all fees authorized to be levied and collected by the City. To streamline access and improve transparency, staff have consolidated multiple legacy documents into a single comprehensive resource: the Master Fees and Charges (MF&C) Schedule.

The MF&C Schedule provides a centralized, user-friendly guide outlining all current City fees. It clarifies the structure of fees for citizens, councilors, and staff, and identifies any new, revised, or removed fees proposed by departments. This consolidation supports consistency and ease of reference across all service areas.

Accompanying the MF&C Schedule is the Council Briefing Memorandum, which summarizes the proposed changes, including additions, deletions, and adjustments to existing fees. The memorandum also provides background context to support informed deliberation and decision-making by the Council.

Attachments

1. Council Briefing Memorandum
2. Draft FY26 Master Fees and Charges
3. Presentation

MEMORANDUM

City of Springfield

Date: 5/5/2025

To: Nancy Newton

COUNCIL

From: Jeff Paschall, CMD Director,
Tatiana Bakhtina, CMD Budget
Manager

BRIEFING

Subject: MASTER FEES & CHARGES
ANNUAL ADJUSTMENT UPD

MEMORANDUM

ISSUE: Each year, Council and staff review existing fees and charges for appropriateness of rates for meeting cost recovery targets. Staff has prepared the update to the fees and charges schedule for FY26. For fees driven by staffing costs, the proposed escalator is 5.5%. For fees driven by CPI inflation, the proposed escalator is 2.4%.

COUNCIL GOALS/

MANDATE: Financially Responsible and Stable Government Services

BACKGROUND:

The City Council is responsible for determining the schedule of City fees and charges. To streamline the process, staff consolidate various fee documents into a single fee schedule known as the Master Fees and Charges (MF&C) Schedule. This document serves as a reference for citizens, Councilors, and staff to quickly identify the current fees authorized by the City for collection. The MF&C Schedule includes fees for all City service areas such as Fire & Life Safety Services, Library, Municipal Court, Police, Building Safety, Engineering, Planning, Utilities, and System Development Costs (SDCs).

Fees are a necessary source of revenue to support City services and programs. City staff are committed to ensuring that our fee structures are fair and reasonable and welcome feedback from the Council on how the City can improve its fee policies and/or adjust its programs and service levels in line with the fee levels the Council deems appropriate.

Other separate actions the City Council taken on certain fees that will be incorporated into the final MF&C:

- FY25-26 Wastewater & Stormwater Local Rates 4-14-2025; Public Hearing scheduled for 5-5-2025
- Sanipac Annual Rate Adjustment 4-28-2025; Public Hearing scheduled for 6-2-2025

Staff has prepared the FY26 Proposed Master Fees and Charges Schedule. Staff requests a review of the document and will integrate feedback from tonight's work session into a final version of the schedule, bringing the document back for final adoption on June 2, 2025.

As the Master Fees and Charges (MF&C) Schedule includes fees from various departments, each department is responsible for setting and recommending their respective fees based on various factors and needs of the program. Representatives from each department are available to answer any questions related to their specific fees.

CONSUMER PRICE INDEX (CPI):

The CPI represents the rate of increase in prices for goods and/or services over a given period and affects City budgets by raising costs relating to materials, services, and personnel. When fees do not keep up with inflation, fee revenue may fall behind costs, resulting in a deficit that is either subsidized by other funding or balanced through cost reductions.

In past direction, the Council chose the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI), specifically the CPI for All Urban Customers (CPI-U), West Region Size Class B/C. This index has been used as a guide for the past six years to aid in the process of updating the MF&C Schedule. As of January 31, 2025, the CPI for our region, according to the U.S. Bureau of Labor Statistics, is 2.4%¹.

ALTERNATIVE ESCALATOR – LABOR RATE:

Last year during the MF&C discussions Council directed staff to conduct further analysis to identify an alternative escalator for FY24 that more accurately reflects the City's actual operating costs. Given this previous direction and guidance during the update of the Planning and Engineering Development fees to target 100% cost recovery where appropriate staff evaluated each of the MF&C sections through a lens of cost recovery appropriate to each section. Since the fees listed in the MF&C Schedule are derived from multiple departments within the City, the City's labor rate is a significant factor that can influence certain fees. Staff has calculated that the rate increase from FY25 to FY26 wages is 5.5%.

The table below provides historical data on both the U.S. Bureau of Labor Statistics (BLS) West Region City Size B/C CPI, the Council approved escalator, and the proposed escalators for FY26.

	Jan. FY22	Jan. FY23	Jan. FY24	Jan. FY25
BLS CPI	7.7%	6.3%	3.3%	2.4%
Alternative Escalator-Labor Rate	1.6%	5.0%	4.4%	5.5%

IMPACT OF 1% FEE CHANGE:

When it comes to the magnitude of changing fees up or down by 1%, using the average aggregate fee collection over the past three fiscal years, a 1% change would result in an approximate change of \$67,000. The following table shows the average revenue for the previous three years by fund that was generated through fees and other charges as well as the estimated impact of a 1% change:

¹ [CPI, West Region Size Class B/C](#)

Fund	3 Yrs Average	% Change	\$Change
General Fund	3,216,801	1.0%	32,168
Street Fund	228,337	1.0%	2,283
Special Revenue Fund	202,024	1.0%	2,020
Building Code Fund	2,445,576	1.0%	24,456
Police Local Option Levy Fund	60,479	1.0%	605
Sanitary Sewer Fund	2,764	1.0%	28
Ambulance Fund	27,083	1.0%	271
Strom Drainage Fund	204,908	1.0%	2,049
SDC Administration Fund	235,282	1.0%	2,353
Total	6,623,254	1.0%	66,233

PROPOSED ADDITIONS, DELETIONS & ADJUSTMENTS BY SECTION:

Below is a summary of proposed changes to the MF&C Schedule utilizing the following escalators: for fees driven by staffing costs, the proposed escalator is 5.5%; for fees driven by CPI inflation, the escalation is 2.4%. Staff reviewed each fee individually and some fees were not changed in this adjustment cycle. Fees have been rounded to the nearest whole dollar wherever possible. Proposed changes are listed by section, and all sections are listed in detail in Attachment 2.

Section 1 General:

Business License Section: The escalator of 5.5% for fees driven by staffing costs was utilized. Removed Delinquent License Fee of 10%.

Current 5% Tech fee will be replaced with 7.5% Administrative Fee.

Fees added: No new fees were added.

Section 2 Fire & Life Safety:

Ambulance & Emergency Services User Fees Section: Sit-Up Patients, mileage rate (per patient mile) was increased from \$26.28 to \$26.91 to correspond with existing Emergency and Non-Emergency Transport Rates.

Per the Fire Marshal, move the “Fire Department New Construction Square Footage Fees” and the “Mobile Emergency Responder Radio Coverage Program (MERRC) Fees” from Section 02 ‘Fire’ to Section 06 ‘Building Safety’. No change in fee amount, only location of fee.

Section 3 Library:

General Fees Section: No proposed increase.

Section 4 Muni Court:

General Fees Section: The escalator was applied to fees that can be adjusted by the Municipal Court, in line with the 5.5% increase or the next nearest whole number. The remaining fees are set by statute or based on the offense presumptive fine amount and were not changed.

Fee added: No new fees were added

Section 5 Police:

The escalator of 5.5% for fees driven by staffing costs was utilized for some fees. The escalator of 2.4% for fees driven by CPI inflation was utilized for other fees.

Animal license fees were not adjusted for FY25, the proposal for FY26 is to apply last year's escalator of 3.3% as well as the 2.4% proposed for this year.

Section 6 Building Safety:

The escalator of 5.5% was applied to all fees. *Replaced all instances of "Technology Fee" with a 7.5% Administrative Fee.*

The existing 10% Admin Fee for Sign Permits will also be replaced with the standard 7.5% Admin Fee in a reduction in fees.

Section 7 Engineering:

The escalator of 5.5% for fees driven by staffing costs was utilized for the Engineering section.

New proposed City Surveyor Fees include Plat Checking Fees, Records research Fee, Floodplain Administrator Fee, and Right of Way fees. The Surveyor's Section supports other departments but does not share in their collected fees. The City has never charged for services provided by the survey section. The Plat Checking fee was recently bifurcated from the Planning Department's "Final Plat" fee to distribute the costs evenly between Planning and Surveying. The Records research fee will account for the time and expense of researching survey-related matters like the City charges for a Freedom Of Information Act requests. The Floodplain and Right of Way fees are requested because the Surveyor Section provides these newly added services.

Section 8 Planning:

Planning fees were just adjusted as of January 3, 2025, after a 2-year comprehensive process including an in-depth study of the planning fees. The planning fees had not been adjusted/raised for two years during this process. The increase that took effect on January 3, 2025, was based on data compiled during the 2-year process and are being proposed for adjustment by the 5.5% escalator for staffing costs to stay in line with costs of providing the services.

Additional changes are being made to the new fees outside of the inflation adjustment to further right size or correct some of the fees that took effect January 3, 2025. Since using the fees for the last number of months staff has been made aware of a few discrepancies or errors that warrant correction. A couple examples include changing the Type 1 Historic Review application fee from a flat fee of \$2,210.20 to an Actual Cost of Service (ACS) fee. The flat fee is excessive for many of the types of projects that are processed through a Type 1 Historic review. To better account for the range of different project types that can fall under this fee, staff proposed to switch it to an ACS to be a more balanced fee. A second example is that some of the Administrative Fees and been calculated incorrectly and those are being corrected.

Section 9 Utilities:

Adjustments will be incorporated after the May 5th public hearing at City Council.

Section 10 SDC's:

System Development Charges are updated annually using the construction cost index listed in the Engineering News Record (ENR). The CPI advertised by the ENR for January 2025 is 1.6%.

Metropolitan Wastewater Management Commission, updated Regional Wastewater SDC Fee Schedule effective July 1st, 2025

Section 11 Signs:

The escalator of 5.5% was applied to all fees. Replaced all instances of "Technology Fee" with a 7.5% Administrative Fee.

RECOMMENDED ACTION:

Provide guidance to staff on proposed escalator's and additional edits and revisions for the FY26 update to the Master Fees and Charges Schedule.



MASTER FEES & CHARGES

PROPOSED FY26 SCHEDULE

CITY OF SPRINGFIELD, OR



Table of Contents

Section 1: General.....3

Section 2: Fire & Life Safety10

Section 3: Library Services23

Section 4: Municipal Court24

Section 5: Police.....27

Section 6: Building Safety Fees29

Section 7: Engineering37

Section 8: Planning & Land Use45

Section 9: Utilities49

Section 10: System Development Charges57

Section 11: Signs.....64

Section 1: General

The Oregon Revised Statutes (*ORS 192.324 (4)*) authorize the public body to establish fees reasonably calculated to reimburse it for its actual costs in making public records available, including costs for summarizing, compiling, or tailoring such records, either in organization or media, to meet the person's request.

FY25 Fees, Proposed FY26 Fees and Redlined changes presented in the table at the end of Section 1.

The following fees shall be charged for the general activities of the City:

Business License

(*SMC 7.000*) Only specific businesses are required to obtain a business license (see below). All business license applications shall be made to the City Manager. If a proposed business requires a business license, the application and approval of the license shall occur prior to operation of any business requiring a business license. Each licensee shall meet the standards as described in sections 7.000 to 7.006.

See SMC 7.000 for conditions of a license

Administrative Fee

(*CR 2024-38*) All applications will be assessed a 7.5% administrative fee with the exception of Application Completeness Check Meeting, Development Initiation Meeting, Pre-Application Meeting, Appeal of a Type 2 Director's Decision, Appeal of an Expedited Land Division, and certain other required fees including notice fees and time extensions.

Applicable to Licenses

~~(*SMC 7.005*) Delinquent License Fees: A penalty of \$10.00 or ten percent of the license fee, whichever is greater, shall accrue for each month a business has operated without obtaining a business license.~~

Alarm License

(*SMC 7.012, 7.024*) No person shall establish, maintain, or operate an alarm system, alarm business or alarm agent within the City unless a license for that use is obtained from the City. Every alarm system, alarm business or alarm agent, whether for hire or not, shall be subject to the provisions of this chapter. Fire alarms are exempt from licensing requirements.

Antique/Secondhand Dealer License

(*SMC 7.100, 7.102*) No person shall establish, maintain, or operate a used merchandise dealer business within the City unless a license for that use is obtained from the City. Every place or building where a used merchandise dealer carries on, shall be deemed a used merchandise dealer subject to the provisions of sections 7.100 to 7.112.

Auctioneer License

(*SMC 7.122, 7.126*) No person shall establish, maintain, or operate as an auctioneer within the City unless a license for that use is obtained from the City. Every place or building where an auctioneer is engaged in auctioneering, whether for hire or not, shall be deemed an auctioneer subject to sections 7.120 to 7.126.

Auto-Wrecker License

(*SMC 7.132, 7.134*) No person shall establish, maintain, or operate an auto wrecking business within the City unless a license for that use is obtained from the City. Every place or building where auto wrecking is carried on, whether for hire or not, shall be deemed an auto wrecker subject to the provisions of sections 7.130 to 7.134.

Section 1: General

Carnival/Circus License

(SMC 7.140, 7.146) No person shall establish, maintain, or operate a carnival or circus within the City unless a license for that use is obtained from the City. Every place or building where a carnival or circus is offered, whether for hire or not, shall be deemed a carnival or circus subject to the provisions of sections 7.140 to 7.146.

Christmas Tree Sales Lot/Firework Sales Lot

(SMC 7.152, 7.156) No person shall establish, maintain, or operate a fireworks sales lot or a Christmas tree sales lot within the City unless a license for that use is obtained from the City. Every fireworks sales lot and Christmas tree sales lot, whether for hire or not, shall be deemed a fireworks sales lot or Christmas tree sales lot subject to the provisions of sections 7.150 to 7.156.

Dance Hall License

(SMC 7.162, 7.168) No person shall establish, maintain, or operate a dance hall within the City unless a license for that use is obtained from the City. Every place or building where a dance hall is carried on, whether for hire or not, shall be deemed a dance hall subject to the provisions of sections 7.160 to 7.168.

Detective Agency License

(SMC 7.172, 7.180) No person shall establish, maintain, or operate as a detective within the City unless a license for that use is obtained from the City. Every private detective, whether for hire or not, is considered a private detective subject to the provisions of sections 7.170 to 7.180.

Door-to-Door Solicitor License

(SMC 7.202, 7.216) No person shall establish, maintain, or operate as a door-to-door solicitor within the City unless a license for that use is obtained from the City. Every door-to-door solicitor, whether for hire or not, shall be deemed a door-to-door solicitor subject to the provisions of sections 7.200 to 7.216.

Electrical Products License

(SMC 7.222, 7.226) No person shall offer for sale electrical products within the City unless a license for that use is obtained from the City. Every place or building where electrical products are for sale shall be subject to the provisions of sections 7.220 to 7.226.

First-Aid Operator License

(SMC 7.242, 7.258) No person shall establish, maintain, or operate as a first-aid vehicle business within the City unless a license for that use is obtained from the City. Every first-aid vehicle business, whether for hire or not, is considered a first-aid vehicle business subject to the provisions of sections 7.240 to 7.258.

Garage Sales License

(SMC 7.262, 7.268) No person shall establish, maintain, or operate a garage sale within the City unless a license for that use is obtained from the City. Every place or building where a garage sale is held shall be considered a garage sale subject to the provisions of sections 7.260 to 7.268.

Liquor License

(SMC 7.300, 7.304) The Oregon Liquor Control Commission requires every applicant for a license to sell spirits, wines, beers, and other alcoholic liquors to obtain a recommendation in writing from the City Council.

Manufactured Dwelling Park License

(SMC 7.312, 7.314) No person shall establish, maintain, or operate a manufactured dwelling park within the City unless a license for that use is obtained from the City. Every place or building where a manufactured dwelling park is offered, whether for hire or not, shall be considered a manufactured dwelling park subject to the provisions of sections 7.310 to 7.314.

Medical Marijuana Dispensaries

(SMC 7.602) No person shall establish, maintain, or operate a dispensary within the City unless a license for that use is obtained from the City. Every place or building where a dispensary is carried on, whether for profit or not, shall be deemed a dispensary subject to the provisions of sections 7.600 to 7.603.

Section 1: General

Open Air Dining License

(SMC 7.914) Within mixed-use commercial or mixed-use residential, the City Manager, or the manager's designed, may issue a license for Open Air Dining allowing for the service of food and beverages on private property within a designated operating area abutting an existing eating establishment.

Pool/Billiard Room License

(SMC 7.322, 7.326) No person shall establish, maintain, or operate pool rooms and billiard rooms within the City unless a license for that use obtained from the City. Every place or building where pool rooms and billiard rooms are offered, whether for hire or not, shall be deemed a pool room or billiard room subject to the provisions of sections 7.320 to 7.326.

Public Passenger License (Issued by City of Eugene)

(SMC 7.332) No person or business may operate a public passenger vehicle company without a public passenger vehicle company license; however, an unlicensed public passenger vehicle operating outside the jurisdictional limits of Eugene and Springfield may deliver a fare from outside those limits to a location within the limits, if the vehicle waits for the person and retrieves the person for the return trip back outside the jurisdictional limits. No unlicensed public passenger vehicle company may solicit or accept any passenger within the City limits except as provided in this subsection.

Recreational Marijuana Dispensaries

(SMC 7.602) No person shall establish, maintain, or operate a dispensary within the City unless a license for that use is obtained from the City. Every place or building where a dispensary is carried on, whether for profit or not, shall be deemed a dispensary subject to the provisions of sections 7.600 to 7.603.

Rentals License

(SMC 7.342, 7.344) No person shall establish, maintain, or operate a rental property within the City unless a license for that use is obtained. Every place or building where rentals are offered, whether for hire or not, shall be deemed a rental property subject to the provisions of sections 7.340 to 7.346.

Shooting Area License

(SMC 7.352, 7.358) An applicant for a shooting area business license shall apply to the Development and Public Works Department prior to opening a shooting area facility. See sections 7.350 to 7.358 for conditions of operation.

Social Games

(SMC 5.254)

(1) Social Games Prohibited/Exception. "Social games," as defined in ORS 167.117 are prohibited within the corporate limits of the City of Springfield, except:

a) Social games between players in private homes or social games conducted by charitable, fraternal, religious, or non-profit organizations where no house player, house bank or house odds exist and there is no house income; and

b) Pursuant to SMC section 5.258, The Springfield Social Gaming Code/Texas Hold'em Poker Card Tournament.

(2) "Non-Profit Organization" Defined. For the purpose of this section, "non-profit organization" means any person organized and existing for charitable, benevolent, eleemosynary, humane, philanthropic, educational, civic or other non-profit purposes. The fact that an organization does qualify for charitable deduction for tax purposes or that organization is otherwise exempted from payment of federal income taxes pursuant to the Internal Revenue Code of 1954, as amended, constitutes prima facie evidence that the organization is a non-profit organization.

(3) "House" Defined. Includes owner of business, private club, or place of public accommodation, and owner's spouse, children of owner or spouse, owner's brothers, sisters, or parents, or a business in which one of the foregoing named individual is associated. A license for the house is required by section 5.258(3) of this code.

(4) "Tournament Organizer" Defined. A person other than the house who organizes the tournament, including but not limited to provision of poker chips and playing cards. A license for the tournament organizer is required by section 5.258(3) of this code.

Section 1: General

(5) The offenses specified in subsections (1), (2), (3) and (4) are punishable as violations and may include a fine not exceeding \$720.00 pursuant to SMC section 1.205.

Sound Truck/Car License

(SMC 7.362, 7.364) No person shall establish, maintain, or operate a sound truck or car within the City unless a license for that use is obtained from the City. Every vehicle used as a sound truck or car, whether for hire or not, is considered a sound truck or car subject to the provisions of sections 7.360 to 7.364.

Special Event License

(SMC 7.402, 7.404) (1) No person shall establish, maintain, or operate a special event within the City unless a license for that use is obtained from the City. Every place or building where a special event is held, whether for hire or not, is considered a special event subject to the provisions of sections 7.400 to 7.422.

(2) If the special event is to include a parade, as that term is defined in section 6.505, then a parade permit shall also be obtained from the Springfield Police Department. The City may require other licenses or permits if the special event will include other activities requiring permits or licenses under the applicable sections of the Springfield code. The need for other permits shall be determined by the City during the departmental review process under section 7.406.

(3) The granting of a special event license shall not relieve any person of the responsibility to satisfy all code requirements respecting the manner in which the special event is conducted.

Transient Merchant License

(SMC 7.472, 7.476) No person shall establish, maintain, or operate as a transient merchant within the City unless a license for that use is obtained from the City. Every transient merchant, whether for hire or not, is considered a transient merchant subject to the provisions of sections 7.470 to 7.476.

Transient Merchant Food Cart License

(SMC 7.474, 7.810) Transient merchants operating food carts, also known as “mobile units”, as defined by ORS 624.310(8), may be allowed only on property that is zoned CC – Community Commercial, MRC – Major Retail Commercial, MUC – Mixed Used Commercial, MUE - Mixed Use Employment, HI - Heavy Industrial, LMI - Light/Medium Industrial, CI – Campus Industrial and PLO – Public Land and Open Space.

Vending on City Streets

(SMC 7.802, 7.808) No person shall establish, maintain, or operate as a vendor within the City unless a license for that use is obtained from the City. Every person operating as a vendor shall be deemed a vendor on City streets subject to the provisions of sections 7.800 to 7.808.

Other General Fees

GIS Rates (Standard)

(Intergovernmental Agreement with Lane Council of Governments per ORS 190.050 providing authorization to impose and collect reasonable fees based on market prices or competitive bids for geographic data that have commercial value and are an entire formula, pattern, compilation, program, device, method, technique, process, database, or system developed with a significant expenditure of public funds.)

GIS Analysis

A 7.5% Administrative Fee (surcharge) will be applied when imposed or collected.

Administrative Fee

(Resolution 2024-38) All applications will be assessed a 7.5% administrative fee with the exception of Application Completeness Check Meeting, Development Initiation Meeting, Pre-Application Meeting, Appeal of a Type 2 Director’s Decision, Appeal of an Expedited Land Division, and certain other required fees including notice fees and time extensions.

City Hall Meeting Room Rates (Standard)

The City of Springfield City Hall public meeting rooms (City Hall Lobby, Library Meeting Room, Jesse Maine Room and Meeting Room 3) are available for the community to use. However, to ensure availability of the rooms for City business, room usage shall be prioritized as follows:

Section 1: General

1. City Council meeting or functions
2. Other City departments, including City Council advisory committees
3. Other public agencies
4. Other community organizations and groups
5. Special events

All meetings conducted in the meeting rooms must be open to the public. Priority categories 1, 2 and 3 may be subject to the requirements of the Oregon Public Meeting Law, ORS 192.610 - 192.690 and may bump lower category events. All priority categories are available without regard to any distinction, discrimination, or restriction on account of race, color, religion, sex, sexual orientation, age, marital status, disability, or national origin. No fees, dues or donations may be charged or solicited for any program or meeting held at City Hall. Rooms may be scheduled by the public if not in use for one of these other priority functions.

Springfield's Administrative Regulation #2 - City Hall Building Policy requires: "A fee for City Hall security shall be charged for the time a meeting or event extends beyond normally scheduled business hours (prior approval is required)." This fee covers staffing expenses related to keeping the building open and secure outside of normal operating hours.

Downtown Parking Program

(Resolution 2015-13)

Public Records Fees

(ORS 192.324(4))

Oregon Revised Statutes authorizes the public body to establish fees reasonably calculated to reimburse it for its actual costs in making public records available, including costs for summarizing, compiling, or tailoring such records, either in organization or media, to meet the person's request.

Photocopy Charge Citywide

(Noted exceptions are Development and Public Works, Fire and Life Safety, Library, Police reports.)

Section 1: General

Category	Description	Fee FY2025	Proposed Fee FY26	Difference	Unit
Business License	Delinquent License-	\$ 0.10			License Fee
	Expedited Application Review	50.0%	NA	\$ -	Applied to application fee upon request
	Alarm System - Initial Fee	\$ 74.00	\$83.85	\$ 9.85	Per license
	Alarm system - Renewal Fee	\$ 26.00	\$29.03	\$ 3.03	Per license
	Alarm Agent	\$ 49.00	\$55.90	\$ 6.90	Per two-year cycle
	Alarm Business	\$ 119.00	\$135.45	\$ 16.45	Per Year
	Antique/Secondhand Dealer License	\$ 196.00	\$222.53	\$ 26.53	Per Year
	Auctioneer Annual License	\$ 224.00	\$253.70	\$ 29.70	Per Year
	Auctioneer Daily License	\$ 88.00	\$99.98	\$ 11.98	Per Day
	Auto-Wrecker License	\$ 88.00	\$99.98	\$ 11.98	Per Year
	Carnival/Circus License	\$ 464.00	\$526.75	\$ 62.75	Per Day
	Christmas Tree Sales Lot/Firework Sales Lot	\$ 61.00	\$68.80	\$ 7.80	Per Year
	Dance Hall License - Initial Fee	\$ 224.00	\$253.70	\$ 29.70	Per license
	Dance Hall License - Renewal Fee	\$ 114.00	\$129.00	\$ 15.00	Per license
	Detective Agency License - 3 or more employees	\$ 447.00	\$507.40	\$ 60.40	Per Year
	Detective Agency License - less than 3 employees	\$ 315.00	\$356.90	\$ 41.90	Per Year
	Door-to-Door Solicitor License	\$ 65.00	\$74.18	\$ 9.18	Per Year
	Electrical Products License	\$ 47.00	\$53.75	\$ 6.75	Per Year
	First-Aid Operator License	\$ 297.00	\$336.48	\$ 39.48	Per Year
	First-Aid Operator License	\$ 74.00	\$83.85	\$ 9.85	Per vehicle
	Garage Sale License				No Charge
	Liquor License - Initial Fee	\$ 100.00	\$100.00	\$ -	Per license
	Liquor License - Renewal Fee	\$ 75.00	\$75.00	\$ -	Per license
	Liquor License - Change Fee	\$ 35.00	\$35.00	\$ -	Per license
	Special Liquor	\$ 25.00	\$25.00	\$ -	Per Day
	Manufactured Dwelling Park License - Up to 25 spaces	\$ 39.00	\$44.08	\$ 5.08	Per Year
	Manufactured Dwelling Park License - 25-50 spaces	\$ 74.00	\$83.85	\$ 9.85	Per Year
	Manufactured Dwelling Park License - 51-75 spaces	\$ 108.00	\$122.55	\$ 14.55	Per Year
	Manufactured Dwelling Park License - 76-100 spaces	\$ 139.00	\$158.03	\$ 19.03	Per Year
	Manufactured Dwelling Park License - Over 100 spaces	\$ 2.00	\$2.15	\$ 0.15	Per Year/ Per Space
	Medical Marijuana Dispensaries	\$ 1,005.00	\$1,139.50	\$ 134.50	Per Year
	Open Air Dining License - Initial Fee	\$ 219.00	\$248.33	\$ 29.33	Per license
	Open Air Dining License - Renewal Fee	\$ 109.00	\$123.63	\$ 14.63	Per license
	Pool/Billiard Room License - Base fee	\$ 74.00	\$83.85	\$ 9.85	Per Year
	Plus: Pool/Billiard Room License - First Table	\$ 32.00	\$36.55	\$ 4.55	Per Year
	Pool/Billiard Room License - Second Table	\$ 28.00	\$32.25	\$ 4.25	Per Year
	Pool/Billiard Room License - Third Table	\$ 23.00	\$25.80	\$ 2.80	Per Year
	Pool/Billiard Room License - Fourth Table	\$ 15.00	\$17.20	\$ 2.20	Per Year
	Pool/Billiard Room License -Each table thereafter	\$ 6.00	\$6.45	\$ 0.45	Per Year
	Public Passenger License (Issued by City of Eugene)	NA	NA		
	Recreational Marijuana Dispensaries	\$ 2,683.00	\$3,043.33	\$ 360.33	Per Year
	Rentals License - Starts at four-plex and above	\$ 23.00	\$25.80	\$ 2.80	Per Unit
	Shooting Area License	\$ 179.00	\$203.18	\$ 24.18	Per Year

Section 1: General

Other General Fees	Social Games	\$	147.00	\$166.63	\$	19.63	Per Year
	Sound Truck/Car License - Annual	\$	74.00	\$83.85	\$	9.85	Per Year
	Sound Truck/Car License - Daily	\$	7.00	\$7.53	\$	0.53	Per Day
	Special Event License	\$	192.00	\$218.23	\$	26.23	Per application
	Special Event License with liquor	\$	192.00	\$218.23	\$	26.23	Per application
	Transient Merchant License	\$	23.00	\$25.80	\$	2.80	Per Day
	Transient Merchant Food Cart License	\$	48.00	\$54.83	\$	6.83	Per Year
	Vending on City Streets						No Charge
	GIS Rates (Standard)*	Staff time + Cost of Materials					When imposed or collected
	City Hall Meeting Room Rates (Standard) - During operating hours	\$	35.00	\$35.00	\$	-	Per Hour
	City Hall Meeting Room Rates (Standard) - Outside operating hours or for-profit groups	\$	50.00	\$50.00	\$	-	Per Hour
	Downtown Parking Program:						
	City Hall North Premium Permit Parking Lot	\$	30.00	\$30.00	\$	-	Monthly per Unit rate/fee
	City Hall South Premium Permit Parking Lot	\$	30.00	\$30.00	\$	-	Monthly per Unit rate/fee
	Main Street Premium Permit Parking Lot	\$	30.00	\$30.00	\$	-	Monthly per Unit rate/fee
	7th Street pocket Non-Premium Permit Parking Lot	\$	15.00	\$15.00	\$	-	Monthly per Unit rate/fee
	Justice Non-Premium Permit Parking Lot	\$	15.00	\$15.00	\$	-	Monthly per Unit rate/fee
	Zone B On-Street Permit Zone	\$	10.00	\$10.00	\$	-	Monthly per Unit rate/fee
	Residential Permit - Zone A & B	\$	20.00	\$20.00	\$	-	Annually per Unit rate/fee
	Violation of Posted Parking Restrictions	\$	16.00	\$16.00	\$	-	Per Citation
	Public Records Photocopy Charge Citywide - First 5 pages or first half-hour of research time	\$	-	\$0.00	\$	-	
	Public Records Photocopy Charge Citywide - Thereafter*	\$	0.15	\$0.15	\$	-	Per Page
	*Plus actuals Cost of City staff time and materials required to complete request						

Section 2: Fire and Life Safety

The following fees shall be charged for the Fire & Life Safety activities of the City:

Ambulance & Emergency Services User Fees

(Fire Code and City of Springfield resolutions)

Emergency and Non-Emergency Transport Rates

Base Rate	\$2,020.00 \$2,131.00
Base Rate (non-resident)*	\$2,260.00 \$2,384.00
*Live outside the Springfield Fire & Life Safety first-in response area	
Mileage Rate (per patient mile)**	\$26.28 \$26.91
**Pro-rated for multiple patients transported in same medic unit	

Sit-Up Patients

Base Rate	\$929.50 \$980.00
Base Rate (non-resident)	\$1,039.50 \$1,096.00
Mileage Rate (per patient mile)	\$26.28 \$26.91

Aid Call

Base Rate	\$929.50 \$980.00
Base Rate (non-resident)	\$1,039.50 \$1,096.00

Helicopter Calls

Helicopter Transport Actual Vendor Charge
In addition to helicopter and pilot direct vendor charges, base rate and mileage charges will apply if transported by paramedic ambulance to helicopter location for further transport.

Other EMS Fees

Waiting Time (first ½ hour)	No Charge
Waiting Time (per ½ hour, after first ½ hour)	\$118.00 \$124.00
Extra Attendant	\$92.00 \$97.00
Ambulance Stand-by (per hour; 2 hour minimum)	\$240.00 \$253.00
Stand-by On Scene Coordinator (per hour)	\$178.00 \$187.00
Hazmat Technician	\$90.00 \$94.00
Engine Stand-by (per hour; 2 hours minimum)	\$375.00 \$395.00

Ambulance Patient Offload Time

If the time an ambulance crew must wait to offload a patient at the hospital (while unavailable for other calls) is beyond thirty minutes, the waiting time rate may be charged in fifteen-minute increments. \$250.00 fifteen-minute increments

FireMed Memberships

Regular membership, per household, per year	\$68.00
Job Care membership, per household, per year	\$63.00

General Fees

Fire First Responder Fee (Ground Emergency Medical Transport – GEMT)

The First Responder rates may be used whenever the Fire Department arrives at a location and provides assessment or treatment to the patient who, subsequent to treatment, is transported by ambulance to a health care facility. The fee may be waived if the Fire Chief or the Fire Chief's designee determines that payment of the fee would cause financial hardship to the patient.

~~\$354.00~~ **\$373.00** per service

Motor Vehicle Accident (MVA) First Response Fees

Fee applies when a fire engine company responds to a motor vehicle accident involving medical or rescue response. Only applies to residents outside the Springfield Fire & Life Safety First-In Response Area. FireMed eligible.

Fire engine company response to motor-vehicle accident	\$480.00
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Classes

CPR Training (non-FireMed member)	\$40.00
CPR Training (FireMed member)	\$15.00

Photocopy Charges

(ORS 192.563) Oregon Revised Statutes authorize a healthcare provider that receives authorization to disclose protected health information (PHI) to be reimbursed according to the statute's fee schedule.

Therefore, the following photocopy charges apply:

Up to 10 pages	\$14.00
Pages 11-50	\$0.50 per page
Each page over 50 pages	\$0.25 per page
Postage costs to mail PHI	Actual cost
Preparation of summary of PHI (requested by individual)	Actual cost

(ORS 192.324(4)) Oregon Revised Statutes authorize the public body to establish fees reasonably calculated to reimburse it for its actual costs in making such records available, including costs for summarizing, compiling, or tailoring such records, either in organization or media, to meet the person's request. The following charges apply:

Fire Reports	per report \$13.00
Other Reports or Documents	No Charge for first 5 pages
Thereafter	\$0.15 per page

Plus, actual cost of City staff time and materials required to complete the request

Eugene Springfield Fire Marshal's Office Comprehensive Fee Schedule

Begins on next page

**EUGENE SPRINGFIELD FIRE COMMUNITY RISK REDUCTION RESILIENCE DIVISION
COMPREHENSIVE FEE SCHEDULE**

SERVICE DESCRIPTION	COE FEE	COS FEE	Notes
Regular time rate for fire and life safety training, consultation, public education, inspection, fire investigation, plan review, and special operations.	\$100.00	\$100.00	\$100 per hour, per staff member, one hour minimum.
Overtime rate for fire and life safety training, consultation, public education, inspection, plan review, and special operations. Four hour minimum for fire investigations.	\$150.00	\$150.00	\$150 per hour, per staff member, 4 hour minimum for investigations, 2 hour minimum for all other services.
Expedited operational permit fee - Applications received less than (10) ten business days prior to the event date.	\$250.00	\$250.00	\$250 plus cost of operational permit
Reinspection fee for a second reinspection where a failure to correct a noted violation after the first reinspection was conducted. Failure of occupant/owner to show for a scheduled inspection.	\$100.00	\$100.00	\$100 per hour, per staff member, one hour minimum
False fire alarm restitution fee - This fee is assessed after the fire department has responded to (3) three separate "false" fire alarms at the same reporting address in a 12 month period.	\$300.00	\$300.00	
Nuisance fire alarm restitution fee -This fee is assessed following (4) four separate "false" fire alarm responses to the same reporting address in a 12 month period. Each subsequent "false" fire alarm reported after the initial (4) four occurrences will be assessed this fee per each occurrence.	\$500.00	\$500.00	
Appeal for imposition of cost - This fee is used to recover the expenses related to the appeal process to discharge other fees assessed under the FMO fee schedule, including legal fees, filing fees, and other related administrative costs. This fee is required to be paid by the party appealing the decision and is required to be paid upfront before the appeal process can proceed.	\$200.00	\$200.00	
Penalty fees - Any fee not paid within 30 days of issuance are subject to late fee penalties in the amount of 5% of the total amount due.	TBD	TBD	5% of total amount due
Fire incident reports - Basic fire incident report, without photos, PDF email or USB.	\$20.00	\$20.00	
Submitting fire protection system installation, testing and maintenance reports through Brycer's The Compliance Engine.	\$30.00	\$30.00	
Fire investigation reports - Basic fire investigation report, with or without photos, PDF email or USB	\$25.00	\$25.00	

**EUGENE SPRINGFIELD FIRE COMMUNITY RISK REDUCTION RESILIENCE DIVISION
COMPREHENSIVE FEE SCHEDULE**

105.5 Required operational permits. When a governmental subdivision has enacted regulations, the fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5A through 105.5.56. An operational permit as authorized by law or regulation shall be obtained from the State Fire Marshal for the operations set forth in Sections 105.5A through 105.5E.					
CODE CITATION	OPERATIONAL PERMIT TYPE	OPERATIONAL PERMIT DESCRIPTION	COE FEE	COS FEE	Notes
105.5A	Fireworks, animal control	An operational animal control fireworks permit is required to use or explode fireworks to scare or repel birds or animals under ORS 480.123 and 480.124.	\$200.00	\$200.00	
105.5B	Fireworks, public display of	An operational public display of fireworks permit is required to hold a display of fireworks under ORS 480.130.	TBD	TBD	See sub sections 105.5B.1, .2 and .3
105.5B.1	Fireworks, Special Effects Display	An operational permit for special effects firework displays as defined in ORS 480.111 that includes articles containing pyrotechnic composition that are manufactured, assembled, designed or discharged in connection with television, theater or motion picture productions, concerts or conference centers; or used for commercial, industrial, educational, recreational or entertainment purposes.	\$300.00	\$300.00	
105.5B.2	Fireworks, Limited Display	An operational permit for limited firework displays as defined in OAR 837-012-0720 that includes displays held outdoors limited to 1.4G fireworks labeled UN0336. Fireworks authorized by the limited permit are subject to limitation by the local fire authority and the Office of State Fire Marshal	\$200.00	\$200.00	
105.5B.3	Fireworks, General Display	An operational permit for general fireworks displays as defined in OAR 837-012-0720 that includes displays held outdoors, utilizing 1.3g fireworks and may include 1.4g fireworks and special effects fireworks and may only be conducted by a general display operator.	\$600.00	\$600.00	
105.5C	Fireworks, retail sales	An operational retail sale of fireworks permit is required to sell fireworks at retail to individual members of the general public as described in ORS 480.127.	Banned	\$200.00	
105.5D	Fireworks, wholesale	An operational wholesale fireworks permit is required to sell fireworks to animal control, public display and retail sales permit holders under ORS 480.130. It does not authorize the sale of fireworks to the general public.	Banned	\$600.00	
105.5E	Institutions	A temporary operational permit may be issued in lieu of inspection approval by the State Fire Marshal or governmental subdivision having authority in an area exempted for licensed institutions inspected under ORS 479.217.	\$200.00	\$200.00	

**EUGENE SPRINGFIELD FIRE COMMUNITY RISK REDUCTION RESILIENCE DIVISION
COMPREHENSIVE FEE SCHEDULE**

105.5.1	Additive manufacturing	An operational permit is required to conduct additive manufacturing operations regulated by Section 320.3.	\$0.00	\$0.00	0\$ permit, informational reporting only.
105.5.2	Aerosol products, aerosol cooking spray products and plastic aerosol 3 products	An operational permit is required to manufacture, store or handle an aggregate quantity of Level 2 or Level 3 aerosol products, aerosol cooking spray products or plastic aerosol 3 products in excess of 500 pounds (227 kg) net weight.	\$200.00	\$200.00	
105.5.2.A	Air curtain incenerator single occurrence permit	An operational permit is required to deploy and operate an air curtain incenerator. Single occurrence permit.	\$25.00	\$25.00	
105.5.2.B	Air curtain incenerator annual permit	An operational permit is required to deploy and operate an air curtain incenerator. Annual permit	\$250.00	\$250.00	
105.5.3	Amusement buildings	An operational permit is required to operate special amusement buildings, such as haunted houses and similar temporary installations. See	\$300.00	\$300.00	
105.5.4	Aviation facilities	An operational permit is required to use a Group H or Group S occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles. Additional permits required by other sections of this code include, but are not limited to, hot work, hazardous materials and flammable or combustible finishes.	\$200.00	\$200.00	
105.5.5	Carnivals and fairs	An operational permit is required to conduct a carnival or fair.	\$300.00	\$300.00	
105.5.6	Cellulose nitrate film	An operational permit is required to store, handle or use cellulose nitrate film in a Group A occupancy.	\$0.00	\$0.00	0\$ permit, informational reporting only.
105.5.7	Combustible dust-producing operations	An operational permit is required to operate a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2.	\$200.00	\$200.00	
105.5.8	Combustible fibers	An operational permit is required for the storage and handling of combustible fibers in quantities greater than 100 cubic feet (2.8 m3). Exception: A permit is not required for agricultural storage.	\$200.00	\$200.00	
105.5.9	Compressed gases	An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.5.9. Exception: Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.	\$200.00	\$200.00	
105.5.10	Covered and open mall buildings	An operational permit is required for: 1. The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. 2. The display of liquid- or gas-fired equipment in the mall. 3. The use of open-flame or flame-producing equipment in the mall.	\$300.00	\$300.00	

**EUGENE SPRINGFIELD FIRE COMMUNITY RISK REDUCTION RESILIENCE DIVISION
COMPREHENSIVE FEE SCHEDULE**

105.5.11	Cryogenic fluids	An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.5.11. Exception: Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.	\$250.00	\$250.00	
105.5.12	Cutting and welding single occurrence permit	An operational permit is required to conduct cutting or welding operations within the jurisdiction. Single occurrence permit	\$25.00	\$25.00	Not applicable if conducted as part of a construction permit.
105.5.12A	Cutting and welding. Annual permit	An operational permit is required to conduct cutting or welding operations within the jurisdiction. Annual Permit	\$150.00	\$150.00	Not applicable if conducted as part of a construction permit.
105.5.12B	Downtown Activity Zone (DAZ). Annual permit	An operational permit is required for individuals to conduct the sale of goods on public property in the City of Eugene's Downtown Activity Zone	\$25.00	N/A	Not applicable in the City of Springfield
105.5.13	Dry cleaning	An operational permit is required to engage in the business of dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	\$200.00	\$200.00	Does not apply to drop off and pick up locations.
105.5.14	Energy storage systems	An operational permit is required for stationary and mobile energy storage systems regulated by Section 1207.	\$200.00	\$200.00	
105.5.15	Exhibits and trade shows - annual permit with same location and consistent configuration	An operational permit is required to operate exhibits and trade shows.	\$400.00	\$400.00	
105.5.15.1	Exhibits and trade shows - single events	An operational permit is required to operate exhibits and trade shows.	\$250.00	\$250.00	
105.5.16	Explosives	An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56. Exception: Storage in Group R-3 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale and in accordance with Section 5606.	\$300.00	\$300.00	

**EUGENE SPRINGFIELD FIRE COMMUNITY RISK REDUCTION RESILIENCE DIVISION
COMPREHENSIVE FEE SCHEDULE**

105.5.17	Fire hydrants and valves	An operational permit is required to use or operate fire hydrants or valves intended for fire suppression purposes that are installed on water systems and provided with ready access from a fire apparatus access road that is open to or generally used by the public. Exception: A permit is not required for authorized employees of the water company that supplies the system or the fire department to use or operate fire hydrants or valves.	N/A	N/A	Not Adopted
105.5.18	Flammable and combustible liquids	An operational permit is required: 1. To use or operate a pipeline for the transportation within facilities of flammable or combustible liquids. This requirement shall not apply to the offsite transportation in pipelines regulated by the Department of Transportation (DOT) nor does it apply to piping systems. 2. To store, handle or use Class I liquids in excess of 5 gallons (19 L) in a building or in excess of 10 gallons (37.9 L) outside of a building, except that a permit is not required for the following: 2.1. The storage or use of Class I liquids in the fuel tank of a motor vehicle, aircraft, motorboat, mobile power plant or mobile heating plant, unless such storage, in the opinion of the fire code official, would cause an unsafe condition. 2.2. The storage or use of paints, oils, varnishes or similar flammable mixtures where such liquids are stored for maintenance, painting or similar purposes for a period of not more than 30 days. 3. To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons (95 L) in a building or in excess of 60 gallons (227 L) outside a building, except for fuel oil used in connection with oil-burning equipment. 4. To store, handle or use Class IIIB liquids in tanks or portable tanks for fueling motor vehicles at motor fuel-dispensing facilities or where connected to fuel-burning equipment. Exception: Fuel oil and used motor oil used for space heating or water heating.	\$200.00	\$200.00	

EUGENE SPRINGFIELD FIRE COMMUNITY RISK REDUCTION RESILIENCE DIVISION
COMPREHENSIVE FEE SCHEDULE

		5. To remove Class I or II liquids from an underground storage tank used for fueling motor vehicles by any means other than the approved, stationary on-site pumps normally used for dispensing purposes. 6. To operate tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 7. To place temporarily out of service (for more than 90 days) an underground, protected above-ground or above-ground flammable or combustible liquid tank. 8. To change the type of contents stored in a flammable or combustible liquid tank to a material that poses a greater hazard than that for which the tank was designed and constructed. 9. To manufacture, process, blend or refine flammable or combustible liquids. 10. To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental or manufacturing establishments in accordance with Section 5706.5.4 or to engage in on-demand mobile fueling operations in accordance with Section 5707. 11. To utilize a site for the dispensing of liquid fuels from tank vehicles into the fuel tanks of motor vehicles, marine craft and other special equipment at commercial, industrial, governmental or manufacturing establishments in accordance with Section 5706.5.4 or, where required by the fire code official, to utilize a site for on-demand mobile fueling operations in accordance with Section 5707.			
105.5.19	Floor finishing	An operational permit is required for floor finishing or surfacing operations exceeding 350 square feet (33 m2) using Class I or Class II liquids.	N/A	N/A	Not Adopted
105.5.20	Fruit and crop ripening	An operational permit is required to operate a fruit- or crop-ripening facility or conduct a fruit-ripening process using ethylene gas.	\$200.00	\$200.00	
105.5.21	Fumigation and insecticidal fogging. Annual permit.	An operational permit is required to operate a business of fumigation or insecticidal fogging, and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.	\$200.00	\$200.00	
105.5.22	Hazardous materials	An operational permit is required to store, transport on site, dispense, use, or handle hazardous materials in excess of the amounts listed in Table 105.5.22. Refer to sub sections 105.5.22.1 through 105.5.22.6 to determine which permit type is applicable, based on the applicant's materials count.	TBD	TBD	See sections 105.5.22.1 through 105.5.22.6

**EUGENE SPRINGFIELD FIRE COMMUNITY RISK REDUCTION RESILIENCE DIVISION
COMPREHENSIVE FEE SCHEDULE**

105.5.22.1	Hazardous materials - 1 to 4 materials reported	An operational permit is required to store, transport on site, dispense, use or handle one (1) to four (4) hazardous materials in excess of the amounts listed in Table 105.5.22.	\$200.00	\$200.00	See sections 105.5.22.1 through 105.5.22.6
105.5.22.2	Hazardous materials - 5 to 10 materials reported	An operational permit is required to store, transport on site, dispense, use or handle five (5) to ten (10) hazardous materials in excess of the amounts listed in Table 105.5.22.	\$400.00	\$400.00	See sections 105.5.22.1 through 105.5.22.6
105.5.22.3	Hazardous materials - 11 to 20 materials reported	An operational permit is required to store, transport on site, dispense, use or handle eleven (11) to twenty (20) hazardous materials in excess of the amounts listed in Table 105.5.22.	\$750.00	\$750.00	See sections 105.5.22.1 through 105.5.22.6
105.5.22.4	Hazardous materials - 21 to 30 materials reported	An operational permit is required to store, transport on site, dispense, use or handle twenty-one (21) to thirty (30) hazardous materials in excess of the amounts listed in Table 105.5.22.	\$1,000.00	\$1,000.00	See sections 105.5.22.1 through 105.5.22.6
105.5.22.5	Hazardous materials - 31 to 50 materials reported	An operational permit is required to store, transport on site, dispense, use or handle thirty-one (31) to fifty (50) hazardous materials in excess of the amounts listed in Table 105.5.22.	\$2,500.00	\$2,500.00	See sections 105.5.22.1 through 105.5.22.6
105.5.22.6	Hazardous materials - 50 plus materials reported	An operational permit is required to store, transport on site, dispense, use or handle fifty (50) or more hazardous materials in excess of the amounts listed in Table 105.5.22.	\$3,500.00	\$3,500.00	See sections 105.5.22.1 through 105.5.22.6
105.5.23	HPM facilities	An operational permit is required to store, handle or use hazardous production materials.	\$200.00	\$200.00	
105.5.24	High-piled storage	An operational permit is required to use a building or portion thereof with more than 500 square feet (46 m2), including aisles, of highpiled combustible storage.	\$25.00	\$25.00	Low cost informational type permit.

**EUGENE SPRINGFIELD FIRE COMMUNITY RISK REDUCTION RESILIENCE DIVISION
COMPREHENSIVE FEE SCHEDULE**

105.5.25	Hot work operations. Annual permit.	An operational permit is required for hot work including, but not limited to: 1. Public exhibitions and demonstrations where hot work is conducted. 2. Use of portable hot work equipment inside a structure. Exception: Work that is conducted under a construction permit. 3. Fixed-site hot work equipment, such as welding booths. 4. Hot work conducted within a wildfire risk area. 5. Application of roof coverings with the use of an open-flame device. 6. Where approved, the fire code official shall issue a permit to carry out a hot work program. This program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in Chapter 35. These permits shall be issued only to their employees or hot work operations under their supervision.	\$100.00	\$100.00	
105.5.26	Industrial ovens	An operational permit is required for operation of industrial ovens regulated by Chapter 30.	\$200.00	\$200.00	
105.5.27	Lumber yards and woodworking plants	An operational permit is required for the storage or processing of lumber exceeding 100,000 board feet (8,333 ft ³) (236 m ³).	\$25.00	\$25.00	Low cost informational type permit.
105.5.28	Liquid- or gas-fueled vehicles or equipment in assembly buildings	An operational permit is required to display, operate or demonstrate liquid- or gas-fueled vehicles or equipment in assembly buildings.	\$25.00	\$25.00	Low cost informational type permit.
105.5.29	LP-gas	An operational permit is required for: 1. Storage and use of LP-gas. Exception: A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less or multiple container systems having an aggregate quantity not exceeding 500 gallons (1893 L), serving occupancies in Group R-3. 2. Operation of cargo tankers that transport LP-gas.	\$200.00	\$200.00	
105.5.30	Magnesium	An operational permit is required to melt, cast, heat treat or grind more than 10 pounds (4.54 kg) of magnesium.	\$25.00	\$25.00	Low cost informational type permit.
105.5.31	Miscellaneous combustible storage	An operational permit is required to store in any building or on any premises in excess of 2,500 cubic feet (71 m ³) gross volume of combustible empty packing cases, boxes, barrels or similar containers, combustible pallets, rubber tires, rubber, cork or similar combustible material.	\$25.00	\$25.00	Low cost informational type permit.

**EUGENE SPRINGFIELD FIRE COMMUNITY RISK REDUCTION RESILIENCE DIVISION
COMPREHENSIVE FEE SCHEDULE**

105.5.32	Mobile food units. Annual permit	A permit is required for mobile food units that have appliances that produce smoke or grease-laden vapors or a food cart pod.	\$50.00	\$50.00	
105.5.32A	Mobile food unit / cart pods. Annual permit.	An operational permit is required for mobile food units that include accessory structures—such as customer seating areas, tents, sheds, or similar additions—at a fixed location. Additionally, a permit is required when three or more mobile food units are present at the same fixed location	\$150.00	\$150.00	
105.5.33	Motor fuel-dispensing facilities	An operational permit is required for the operation of automotive, marine and fleet motor fuel-dispensing facilities.	N/A	N/A	Not Adopted
105.5.34	Open burning	An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be complied with. Exception: Recreational fires.	\$25.00	\$25.00	Low cost informational type permit.
105.5.35	Open flames and torches	An operational permit is required to remove paint with a torch, or to use a torch or open-flame device in a wildfire risk area.	\$200.00	\$200.00	
105.5.36	Open flames and candles	An operational permit is required to use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.	\$25.00	\$25.00	Low cost informational type permit.
105.5.37	Organic coatings	An operational permit is required for any organic-coating manufacturing operation producing more than 1 gallon (4 L) of an organic coating in one day.	\$200.00	\$200.00	
105.5.38	Outdoor assembly event	An operational permit is required to conduct an outdoor assembly event where planned attendance exceeds 1,000 persons.	\$300.00	\$300.00	
105.5.39	Places of assembly	An operational permit is required to operate a place of assembly.	\$25.00	\$25.00	Low cost informational type permit.
105.5.40	Plant extraction systems	An operational permit is required to use plant extraction systems.	\$200.00	\$200.00	
105.5.40A	Prescribed burning	An operational permit is required to conduct a prescribed burn within the ESF fire response jurisdiction	\$25.00	\$25.00	
105.5.41	Private fire hydrants	An operational permit is required for the removal from service, use or operation of private fire hydrants. Exception: A permit is not required for private industry with trained maintenance personnel, private fire brigade or fire departments to maintain, test and use private hydrants.	N/A	N/A	Not Adopted

**EUGENE SPRINGFIELD FIRE COMMUNITY RISK REDUCTION RESILIENCE DIVISION
COMPREHENSIVE FEE SCHEDULE**

105.5.42	Pyrotechnic special effects material	An operational permit is required for use and handling of pyrotechnic special effects material.	N/A	N/A	Refer to operational permit 105.5B.1
105.5.43	Pyroxylin plastics	An operational permit is required for storage or handling of more than 25 pounds (11 kg) of cellulose nitrate (pyroxylin) plastics, and for the assembly or manufacture of articles involving pyroxylin plastics.	\$0.00	\$0.00	0\$ permit, informational reporting only.
105.5.44	Refrigeration equipment	An operational permit is required to operate a mechanical refrigeration unit or system regulated by Chapter 6.	N/A	N/A	Not Adopted
105.5.45	Repair garages and motor fuel-dispensing facilities	An operational permit is required for operation of repair garages.	\$200.00	\$200.00	
105.5.46	Rooftop heliports	An operational permit is required for the operation of a rooftop heliport.	\$200.00	\$200.00	
105.5.47	Spraying or dipping	An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24.	\$200.00	\$200.00	
105.5.48	Storage of scrap tires and tire byproducts	An operational permit is required to establish, conduct or maintain storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet (71 m3) of total volume of scrap tires, and for indoor storage of tires and tire byproducts.	\$25.00	\$25.00	Low cost informational type permit.
105.5.49	Temporary membrane structures and tents	An operational permit is required to operate an air supported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 400 square feet (37 m2). Exceptions: 1. Tents used exclusively for recreational camping purposes. 2. Tents open on all sides, which comply with all of the following: 2.1. Individual tents having a maximum size of 700 square feet (65 m2). 2.2. The aggregate area of multiple tents placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65 m2) total. 2.3. A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be provided.	\$250.00	\$250.00	
105.5.50	Tire-rebuilding plants	An operational permit is required for the operation and maintenance of a tire rebuilding plant.	\$25.00	\$25.00	Low cost informational type permit.
105.5.51	Waste handling	An operational permit is required for the operation of wrecking yards, junk yards and waste material-handling facilities.	N/A	N/A	Not Adopted

**EUGENE SPRINGFIELD FIRE COMMUNITY RISK REDUCTION RESILIENCE DIVISION
COMPREHENSIVE FEE SCHEDULE**

105.5.52	Wood products	An operational permit is required to store chips, hogged material, lumber or plywood in excess of 200 cubic feet (6 m3).	N/A	N/A	Not Adopted
105.5.53	Vacant or Abandoned Premises, Structure, or Building Survey (Distressed properties)	An operational permit required for the Fire Marshal's Office to conduct a survey of vacant or abandoned premises, buildings or structures to determine if the property poses a clear and inimical threat to human life, safety or health.	\$250.00	\$250.00	
105.5.54	Places of Temporary Assembly	An operational permit for the purposes of temporary assembly. Temporary assembly is defined as the occasional and temporary gathering of 50 or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining in a space not normally used as an assembly space. An operational permit is required for a temporary assembly when the space utilized has not been previously classified as and approved for assembly use by the Building Official. A temporary assembly operational permit is not intended to substitute for compliance with code requirements for an Assembly occupancy when a space is intended to be used regularly for events, gatherings, and other similar such uses. Issuance of a Temporary Assembly Permit is at the sole discretion of the Fire Code Official and may include additional safeguards required for the temporary assembly.	\$250.00	\$250.00	
105.5.55	Fire Art Performances. Single event permit.	An operational permit is required to conduct a fire art performance in a public or private location.	\$25.00	\$25.00	
105.5.55A	Fire art performance. Annual permit	An operational permit is required to conduct a fire art performance in a public or private location.	\$250.00	\$250.00	
105.5.56	Unique Conditions	An operational permit is required for an existing or proposed activity, building or structure, or for the safety of the occupants thereof which is not specifically provided for by this code as determined by the fire code official as referenced in Section 102.9.	\$200.00	\$200.00	

Section 3: Library Services

Section 3: Library Services

The following fees shall be charged for the Library services of the City.

General Fees

(ORS 357.490 & 192.324)

(SMC 2.462) Any and all fines and penalties received by the library in pursuance of the rules and regulations to be reviewed and recommended by the library board shall be collected by the library director and delivered to the City finance director at reasonable intervals.

Proposed FY 26 Fees and Redlined changes

Category	Description	Fee FY2025	Fee FY2026	Difference	Unit
General Fees	Non-Resident Fee for Library Card per household	\$ 100.00	\$ 100.00	\$ -	Per Year
	Non-Resident Fee for Library Card per household	\$ 50.00	\$ 50.00	\$ -	Per six months
	Non-Resident Fee for Library Card per household	\$ 25.00	\$ 25.00	\$ -	Per three months
	Non-Resident Digital Card per household	\$ 60.00	\$ 60.00	\$ -	Per Year
	Non-Resident Digital Card per household	\$ 5.00	\$ 5.00	\$ -	Per month
	Replacement Library Card	\$ 3.00	\$ 3.00	\$ -	
	Processing Fee	\$ 5.50	\$ 5.50	\$ -	For lost or damaged item
	Photocopy Charge	\$ 0.15	\$ 0.15	\$ -	Per black&white copy
	Photocopy Charge	\$ 0.50	\$ 0.50	\$ -	Per color copy
	Printing Fee - first ten black & white copies free	\$ -	\$ -	\$ -	
	Printing fee thereafter	\$ 0.15	\$ 0.15	\$ -	Per additional black& white copy
	Printing Fee	\$ 0.50	\$ 0.50	\$ -	Per color copy

Section 4: Municipal Court

FY25 Fees, Proposed FY26 Fees and Redlined changes presented in the table at the end of Section 4.

The following fees shall be charged for the Municipal Court activities of the City.

General Fees

Certified Copies

ORS 192.324 authorizes the public body to establish fees reasonably calculated to reimburse it for its actual costs in making public records available, including costs for summarizing, compiling, or tailoring such records, either in organization or media, to meet the person's request. ORS 194.324 establishes the authority to charge notary fees.

Collection Fees

ORS 137.118 provides the authority to charge and stipulates the maximum fee allowed to be 25% but not to exceed \$250.00. A municipal, justice, district, circuit court to recoup the cost of collection action made necessary by the failure of judgment debtors in criminal actions to pay timely deferred payment agreements. Fee is to be assessed when payment is delinquent. Fee assessment is not dependent upon assignment to a collection agency.

Conviction Fee

City Council Resolution. Whenever the court forfeits money or imposes a sentence of a fine, including a sentence imposed and thereafter suspended, excluding parking violations, a fee in addition to such sentence shall be collected. The fee is not part of the penalty or in lieu of any part thereof but is included in the monetary judgment. The court is not required to impose the fee if it finds that the defendant is indigent or that imposition of the assessment would constitute an undue hardship. Payment to the court shall not be credited to the fee pursuant to ORS 137.295 until after crediting payments to statutorily mandated fees.

Court Appointed Attorney Fee

ORS 151.505 and ORS 161.665 provide the authority to collect and pay. Fee covers cost of appointing, financial processing, and actual attorney cost. Deferred Prosecution Diversion Fee (non-DUII) (ORS 135.881 and ORS 161.665) Determined by the Judge and/or City Prosecutor on a case-by-case basis but generally:

DUII Diversion Agreement Administrative Fee

ORS 813.240 (b) provides the authority to collect and pay.

Payment Agreement Fee

(ORS 1.202) Authorizes fee for establishing and administering account for judgment that includes monetary obligation, fee for judgment.

Electronic Notification Fee

Cost recovery fee for automated electronic (robo-calls) notifications; generally, on case(s) to warn of pending formal non-compliance court action.

Case Administration Fee

Court administrative fee for maintaining and processing court case files. To include costs of maintenance of physical files and technology costs for storage of electronic files and data.

Re-Open Fee

Fee to reopen a case; to include costs to retrieve case, process documents for DMV to recall abstracts or retrieve disposition sheets.

Security Releases

(ORS 135.265(2)) Oregon Revised Statute sets the fee at 15% of security amount.

Section 4: Municipal Court

Special Computer Reports

(ORS 192.324) Oregon Revised Statute authorizes the public body to establish fees reasonably calculated to reimburse it for its actual costs in making such records available including costs for summarizing, compiling, or tailoring such records, either in organization or media, to meet the person's request.

Suspension Fee

(ORS 809.267) Fee for any case where the Court gives notice to DMV of the suspension or restriction of a defendant's driving privileges.

Traffic Safety Education Program Fee

Fee to process and monitor cases assigned to the program for compliance. Fee amount is determined by Class of offense. (Class A violations are not eligible for the program.)

Warrant Fee

(ORS 161.665) Fee for costs specially incurred in prosecuting a defendant for whom the Court enters a judgment of conviction.

Wedding Ceremony Fee

Fee for a Judge to perform a wedding ceremony at the Court; to include court staff time to process marriage license and file with county records.

Section 4: Municipal Court

Category	Description	Fee FY2025	Proposed Fee FY2026	Difference	Unit
General Fees	Case File (Current)	\$ 12.00	\$ 13.00	\$ 1.00	
	Case File (Archived)	\$ 17.00	\$ 18.00	\$ 1.00	
	Electronic Copies	\$ 1.00	\$ 2.00	\$ 1.00	Per Page
	Miscellaneous	\$ 1.00	\$ 2.00	\$ 1.00	Per Page
	Certified Copies - Case File	\$ 23.00	\$ 24.00	\$ 1.00	
	Certified Copies- Miscellaneous (first 4 pages)*	\$ 23.00	\$ 24.00	\$ 1.00	
	*thereafter	\$ 3.00	\$ 4.00	\$ 1.00	Per additional page
	Conviction Fee	\$ 35.00	\$ 35.00	\$ -	Per Case
	Court Appointed Attorney Fee	\$ 120.00	\$ 127.00	\$ 7.00	Per Case
	Deferred Prosecution Diversion Fee (non-DUII)	\$ 400.00	\$ 400.00	\$ -	Per Misdemeanor case
	Deferred Prosecution Diversion Fee (non-DUII)	\$ 67.00	\$ 67.00	\$ -	Per violation case
	DUII Diversion Agreement Administrative Fee	\$ 200.00	\$ 200.00	\$ -	Per Case
	Non-Sufficient Funds Fee	\$ 35.00	\$ 37.00	\$ 2.00	Per Case/check
	Payment Agreement Fee - For revision to existing violation or misdemeanor payment agreement	\$ 35.00	\$ 37.00	\$ 2.00	
	Payment Agreement Fee - Each payment agreement re-issued as a result of delinquent action of any kind	\$ 68.00	\$ 70.00	\$ 2.00	
	Electronic Notification Fee	\$ 9.00	\$ 10.00	\$ 1.00	Per automated call launched
	Case Administration Fee	\$ 115.00	\$ 120.00	\$ 5.00	Per case
	re-Open Fee	\$ 44.00	\$ 45.00	\$ 1.00	Per case
	Security releases*	\$ 0.15	\$ 0.15	\$ -	Of fee
	* But not less than	\$ 5.00	\$ 5.00	\$ -	
	* Or more than	\$ 750.00	\$ 750.00	\$ -	
	Special Computer Reports -General reports (with minimum of \$30.00)	\$ 42.00	\$ 45.00	\$ 3.00	Per Hour
	Special Programming or customized reports	\$ 42.00	\$ 45.00	\$ 3.00	Per Hour
	Suspension Fee	\$ 15.00	\$ 15.00	\$ -	Per case
	Traffic Safety Education Program Fee - Class D	\$ 50.00	\$ 50.00	\$ -	Per case
	Traffic Safety Education Program Fee - Class C	\$ 80.00	\$ 80.00	\$ -	Per case
	Traffic Safety Education Program Fee - Class B	\$ 150.00	\$ 150.00	\$ -	Per case
	Warrant Fee	\$ 76.00	\$ 80.00	\$ 4.00	Per case
	Wedding Ceremony Fee	\$ 130.00	\$ 135.00	\$ 5.00	Per wedding

Section 5: Police

FY25 Fees, Proposed FY26 Fees and Redlined changes presented in the table at the end of Section 5.

The following fees shall be charged for the Police activities of the City:

General Fees

False Alarm Fee

(SMC 7.026) Three or more false alarms, within a 365-day period, whether the result of equipment malfunction or user error, shall constitute an infraction in the municipal court. If convicted by a preponderance of the evidence, the court may impose a fine not to exceed \$500.

Animal License Fees

Dog Licenses

(SMC 5.426 (3)) Fees. Dog license fees are due and payable upon the issuance of licenses. Fees shall be determined by Council resolution. The types of licenses/fees required to be paid under the provisions of this code shall be as follows:

- a) Dog License Fee—General.
- b) Dog License Fee—Neutered. Dog keepers applying for this reduced fee must present a certificate from a licensed veterinarian stating that the dog to be licensed has been neutered.
- c) Dog License Fee—Keepers, 60 Years of Age or Older. Dog owners applying for this reduced fee must present proper proof of age as well as proof of rabies vaccination for the dog to be licensed.
- d) Duplicate License.
- e) Commercial Kennel.
- f) Impoundment.
- g) Daily Care.
- h) Watchdog.
- i) Permits.

License Vietnamese Pig

(SMC 5.426 (6))

- a) Every keeper of a Vietnamese Pig as set forth in section 5.416 shall obtain a license for the pig. In order to obtain the license, the owner or keeper shall submit to the City the veterinarian's certificate specified in section 5.416(2)(b). The license fee shall be the same as a license fee for a dog as specified in subsection (3).
- b) Licenses shall be valid for one year from the date of issuance or until the sale or gift of the pig, whichever first occurs.
- c) Pig keepers shall renew the pig license before it becomes delinquent for as long as they keep or harbor the pig.
- d) A license tag issued to a pig keeper shall be attached securely to a collar or harness of the pig for which it was issued. In addition to a collar or license, a microchip identification shall be utilized. If a license tag is lost, the keeper may obtain a duplicate license tag upon satisfactory proof of loss and payment of the required fee.
- e) Failure to comply with any term or requirement of section 5.416 or this section by a pig keeper is punishable as a violation and may include a fine not exceeding \$720.00 pursuant to SMC section 1.205.
- f) In the event that the keeper or the individual designated in section 5.416(2)(e) is unavailable and short-term housing for the pig is required, the keeper shall be responsible for such short-term housing and food costs and shall reimburse the City or City's designee for all costs expended. [Section
- g) 5.426 amended by Ordinance No. 5902, enacted December 7, 1998; further amended by Ordinance No. 6169, enacted May 15, 2006; further amended by Ordinance No. 6271, enacted July 18, 2011.]

Section 5: Police

Category	Description	Fee FY2025	Proposed Fee FY2026	Difference	Unit
Police Activities of the City	Police reports Photocopies - First 4 pages*	\$ 15.00	\$ 16.00	\$ 1.00	
	* Each thereafter	\$ 1.00	\$ 1.00	\$ -	Per page
	CAD reports	\$ 5.00	\$ 5.00	\$ -	Per report
	Citations (not related to a report)	\$ 5.00	\$ 5.00	\$ -	Each citation
	Certified Copies - First 4 pages*	\$ 15.00	\$ 16.00	\$ 1.00	
	* Each thereafter	\$ 1.00	\$ 1.00	\$ -	Per page
	Name of Address Search	\$ 15.00	\$ 16.00	\$ 1.00	Each search per name or address
	Criminal History Requests - One original*	\$ 15.00	\$ 16.00	\$ 1.00	
	* Plus each additional	\$ 1.00	\$ 1.00	\$ -	Per request
	Criminal History Request - Notarized Original*	\$ 21.00	\$ 22.00	\$ 1.00	
	* Each additional original	\$ 1.00	\$ 1.00	\$ -	Per request
	False Alarm Fee	\$ 500.00	\$ 500.00	\$ -	Per third false alarm
	False Alarm Fee	\$ 500.00	\$ 500.00	\$ -	Per alarm after within 3652 days
	Military Police record Checks	\$ -	\$ -	\$ -	
	Microfilm Report - First 4 pages*	\$ 21.00	\$ 22.00	\$ 1.00	
	* Each thereafter	\$ 1.00	\$ 1.00	\$ -	Per page
	Non-Sufficient Funds Fee	\$ 34.00	\$ 36.00	\$ 2.00	
	Photographs	Actual cost with \$5.00 minimum	\$5.00 plus actual cost	\$ -	
	Special Computer Reports	\$ 45.00	\$ 50.00	\$ 5.00	Per hour
	Video/Telephone/Radio Requests	\$ 45.00	\$ 50.00	\$ 5.00	Per hour. 1/2 hour minimum.
	Body Worn Camera/In-Car Video Footage - First 1/2 hour*	\$ -	\$ -	\$ -	
	* Then actual cost of staff time plus materials and outsourced services			\$ -	
	Misc. Photocopies - First 5 pages*	\$ -	\$ -	\$ -	
	* 6 pages and more, plus research time	\$ 25.00	\$ 26.00	\$ 1.00	Per page
	Used Merchandise Reporting System Fee - Annual Transaction Per Store >3,000 (SMC7.104)	\$ 540.00	\$ 570.00	\$ 30.00	Annually per store
	Used Merchandise Reporting System Fee - Annual Transaction Per Store 1,000-2,999	\$ 435.00	\$ 460.00	\$ 25.00	Annually per store
	Used Merchandise Reporting System Fee - Annual Transaction Per Store 300-999	\$ 325.00	\$ 345.00	\$ 20.00	Annually per store
	Used Merchandise Reporting System Fee - Annual Transaction Per Store <300	\$ -	\$ -	\$ -	Annually per store
	Vehicle Impound recovery	\$ 155.00	\$ 165.00	\$ 10.00	
	Vehicle Storage Fee (City owned facility)	\$ 23.00	\$ 25.00	\$ 2.00	Per day (Fee imposed after notification and 30 day grace period)
	Warrant Fee (Criminal Code 161.665)	\$ 76.00	\$ 80.00	\$ 4.00	
	Research requests or other record not listed - First 1/2 hour*	\$ -	\$ -	\$ -	
	*Then actual cost of staff time plus materials and outsourced services			\$ -	
	Animal License Fees - Unaltered Dog 1 Yr	\$ 42.00	\$ 45.00	\$ 3.00	
	Animal License Fees - Unaltered Dog 2 Yr	\$ 65.00	\$ 69.00	\$ 4.00	
	Animal License Fees - Unaltered Dog 3 Yr	\$ 81.00	\$ 86.00	\$ 5.00	
	Neutered Dog 1 Yr	\$ 17.00	\$ 18.00	\$ 1.00	
	Neutered Dog 2 Yr	\$ 29.00	\$ 32.00	\$ 3.00	
	Neutered Dog 3 Yr	\$ 42.00	\$ 45.00	\$ 3.00	
	Sr. Citizen (60+) Unaltered Dog 1 Yr	\$ 42.00	\$ 45.00	\$ 3.00	
	Sr. Citizen (60+) Unaltered Dog 2 Yr	\$ 65.00	\$ 69.00	\$ 4.00	
	Sr. Citizen (60+) Unaltered Dog 3 Yr	\$ 81.00	\$ 86.00	\$ 5.00	
	Sr. Citizen Neutered Dog 1 Yr	\$ 10.00	\$ 11.00	\$ 1.00	
	Sr. Citizen Neutered Dog 2 Yr	\$ 19.00	\$ 20.00	\$ 1.00	
	Sr. Citizen Neutered Dog 3 Yr	\$ 28.00	\$ 30.00	\$ 2.00	
	Watchdog	\$29 + above license fee	\$30 + license fee	\$ 5.00	
	License Vietnamese Pig - Neutered 1 Yr	\$ 17.00	\$ 18.00	\$ 1.00	
	License Vietnamese Pig - Neutered 2 Yr	\$ 29.00	\$ 32.00	\$ 3.00	
	License Vietnamese Pig - Neutered 3 Yr	\$ 42.00	\$ 45.00	\$ 3.00	
	License Vietnamese Pig - Sr. Citizens Neutered 1 Yr	\$ 10.00	\$ 11.00	\$ 1.00	
	License Vietnamese Pig - Sr. Citizens Neutered 2 Yr	\$ 19.00	\$ 20.00	\$ 1.00	
	License Vietnamese Pig - Sr. Citizens Neutered 3 Yr	\$ 28.00	\$ 30.00	\$ 2.00	

Section 6: Building and Safety Fees

FY25 Fees, Proposed FY26 Fees and Redlined changes presented in the table at the end of Section 6.

The following fees shall be charged for the Building and Safety activities of the City:

Administrative Fee:

(Resolution 2024-38) All applications/permits/fees will be assessed a 7.5% administrative fee.

Building Permits

(ORS 455.447) Structural, Commercial Mechanical, Electrical and Plumbing Permit Fees (where applicable)

All Building Department Fees regulated by ORS 455.477 have a 12% State surcharge.

Permit fees for new construction, additions, alterations, commercial plumbing for medical gas installations, commercial fire, commercial mechanical systems, non-prescriptive photovoltaic systems and prefabricated structures are based on the valuation of the construction as determined by ICC valuation tables or contractor's total construction cost per Oregon Administrative Rules 918-050-0100(1)(c)

Residential Building permits are calculated based on construction valuation. -Residential Effective January 1, 2009, a structural permit fee for new construction and additions shall be calculated using the ICC Building Valuation Data Table current as of April 1 of each year, multiplied by the square footage of the dwelling to determine the valuation. The valuation shall then be applied to the municipality's fee schedule to determine the permit fee. The plan review fee shall be based on a predetermined percentage of the permit fee set by the municipality.

(A) The square footage of a dwelling, addition, or garage shall be determined from outside exterior wall to outside exterior wall for each level.

(B) The square footage of a carport, covered porch, patio, or deck shall be calculated separately at fifty percent of the value of a private garage from the ICC Building Valuation Data Table current as of April 1.

(C) Permit fees for an alteration or repair shall be calculated based on the fair market value as determined by the building official and then applying the valuation to the municipality's fee schedule.

918-050-0100(2)((c)

Commercial: A structural permit fee shall be calculated by applying the valuation to the municipality's fee schedule with a minimum set fee. Valuation shall be the greater of either:

(A) The valuation based on the ICC Building Valuation Data Table current as of April 1 of each year, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure; or

(B) The value as stated by the applicant.

(C) When the construction or occupancy type does not fit the ICC Building Valuation Data Table, the valuation shall be determined by the building official with input from the applicant.

When construction documents are required by ORSC R106. Or OSSC 107.1, a plan review fee shall be charged.

For the purpose of defraying the cost of applying regulations as provided in ORS 455.447, a seismic surcharge of 1% of the commercial structural and/or mechanical permit fee collected for essential, hazardous, major and special occupancy structures shall be collected. ORS 455.447(3)

Plumbing Permits

Fees for the construction, alteration, or repair of plumbing shall be calculated as described in the table below.(1)

Residential construction permit fees shall be calculated using the following methodologies:

(a) A plumbing permit fee for new construction includes one kitchen and is based on the number of bathrooms, from one to three, on a graduated scale. An additional set fee shall be assessed for each additional bath or kitchen. This fee includes hose bibs, ice maker, low-point and perimeter drains, gutters and downspouts. Half-baths are considered as full baths.

(A) No additional fee shall be charged for the first 100 feet of water and sewer lines, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.

(B) The plumbing permit fee described in this section does not include:

(i) Any storm water retention/detention facility.

(ii) Irrigation and fire suppression systems; or

(iii) Additional water, sewer and service piping or private storm drainage systems exceeding the first 100 feet.

(C) Permit fees for an addition, alteration, or repair shall be calculated based on the number of fixtures, appurtenances, and piping, with a set minimum fee.

Additions and alterations are calculated by number of fixtures, or length of exterior piping, with a set minimum fee.

Commercial construction permit fees shall be calculated using the following methodologies:

A plumbing permit fee shall be calculated based on the number of fixtures and footage of piping, with a set minimum fee.

Electrical and Residential Mechanical Permits

Residential mechanical permit fees shall be calculated per appliance and related equipment, with a set minimum fee.

Electrical fees for new dwellings are based on a set fee for the first 1000 square feet, and a set fee for each additional 500 square feet. This includes attached garages.

Electrical permits for additions and alterations are based on the number of services and/or, circuits, with a set minimum fee.

See table below

Manufactured Dwelling/RV Parks – Area Development Permit

The Area Development Permit fee to be calculated based on the valuation as defined by *OAR 918-600-0030* and *OAR 918-650-0030* and applying that valuation to Table at the end of section 6.

A. Structural Permit Fees

Structural Permit Fee table			
Valuation	Fee FY2025	Proposed Fee FY2026	Difference
\$1 - \$2000	\$114.00	\$120.00	\$6.00
\$2001 - \$25000	\$114.00 for the first \$2000 plus \$14.65 for each additional \$1000 or fraction thereof	\$120.00 for the first \$2000 plus \$15.43 for each additional \$1000 or fraction thereof	\$6.00 and \$0.78
\$25001 - \$50000	\$450.65 for the first \$25000 plus \$10.97 for each additional \$1000 or fraction thereof	\$474.89 for the first \$25000 plus \$11.53 for each additional \$1000 or fraction thereof	\$24.35 and \$0.59
\$50001 - \$100000	\$724.90 for the first \$50000 plus \$7.34 for each additional \$1000 or fraction thereof	\$763.14 for the first \$50000 plus \$7.86 for each additional \$1000 or fraction thereof	\$39.10 and \$0.52
\$100001 and above	\$1091.90 for the first \$100000 plus \$6.12 for each additional \$1000 or fraction thereof	\$1156.14 for the first \$100000 plus \$6.46 for each additional \$1000 or fraction thereof	\$59.10 and \$0.34
<i>When a structural permit is required by the state building code for retaining walls, decks, fences, accessory structures, etc. – see Structural Permit fees by valuation</i>			
Other Structural Fees			
Structural Plan Review (when applicable)	65% of structural permit fee	65% of structural permit fee	\$0.00
Seismic Surcharge – plan review on new essential structures per ORS 455.447	1% of structural permit fee	1% of structural permit fee	\$0.00
Additional Plan Review (when applicable) – hourly, minimum one hour	\$114.00	\$120.00	\$6.00
Fire Life Safety Plan Review (when applicable)	65% of structural permit fee	65% of structural permit fee	\$0.00
Reinspection – per each	\$114.00	\$120.00	\$6.00
Each additional inspection, above allowable – per each	\$114.00	\$120.00	\$6.00
Inspections for which no fee is specifically indicated (as required) - hourly, minimum one hour	\$114.00	\$120.00	\$6.00
Inspection outside of normal business hours - hourly, minimum one hour	\$171.00	\$180.00	\$9.00
Deferred Submittal Plan Review Fee – in addition to project plan review fees	65% of the building permit fee calculated using the value of the deferred portion with a \$100 minimum	65% of the building permit fee calculated using the value of the deferred portion with a \$100 minimum	\$0.00
Phased Project Plan Review Fee – in addition to project plan review fees	\$275.00 minimum phasing (application) fee plus 10% of the TOTAL project building permit fee not to exceed \$1500.00 per phase	\$275.00 minimum phasing (application) fee plus 10% of the TOTAL project building permit fee not to exceed \$1500.00 per phase	\$0.00
Structural demolition – complete demolition, not subject to State Surcharge	\$114.00	\$120.00	\$6.00
Structural alteration (<u>not</u> demo) – partial, soft, interior	See Structural Permit Fee table by valuation, incurs State Surcharge	See Structural Permit Fee table by valuation, incurs State Surcharge	\$0.00
Structural Minimum Permit Fee	\$114.00	\$120.00	\$6.00
Residential Fire Suppression – Standalone System, fee includes plan review			
Square Footage of Area to be Covered	Fee		
0 – 2000 sq ft	\$260.00	\$274.00	\$14.00
2001 – 3600 sq ft	\$321.00	\$338.00	\$17.00
3601 - 7200 sq ft	\$417.00	\$439.00	\$22.00
7201 sq ft and greater	\$528.00	\$557.00	\$29.00
<i>State surcharge of 12% applies</i>			
Commercial Fire Suppression – Alarms/Sprinklers	See Structural Permit Fee table by valuation	See Structural Permit Fee table by valuation	
Solar Structural Installation Permits – <i>separate Electrical Permit application may also be required</i>			
Photovoltaic Solar Permit – Prescriptive Path System, fee includes plan review	\$205.00	\$216.00	\$11.00
Solar Permit – Non-Prescriptive Path System	Fee as per Structural Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install. Valuation should not include electrical system.		\$0.00
<i>Investigation Fees - actual or average cost may include supervision, overhead, equipment, and/or rate/wage of the employee(s) involved. Applicable to all disciplines .</i>			
Investigation Fee – hourly, minimum one hour	\$114.00	\$120.00	\$6.00
When applicable, structural permits use valuation as determined by ICC Valuation Table current as of April 1 of each year, as per <i>OAR 918-050-0100</i>.			

B. Manufactured Dwelling Placement Permit Fees

Manufactured Dwelling Placement Fee *	\$619.50	\$653.00	\$33.50
State Administration Fee	\$30.00	\$30.00	\$0.00
* Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder and plumbing connections and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing - may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.			
-- See Structural schedule by valuation for non-dwelling modular placements			

C. Manufactured Dwelling/RV Parks – Area Development Permit (ADP)

Manufactured Dwelling/RV Parks – Area Development Permit			
The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park & Organizational Camp – and applying the valuation amount to Table 1 as referenced for each.			\$0.00

D. Electrical Permit Fees

New Construction			
Residential			
First 1000 sq ft or less, including attached garage	\$208.00	\$219.00	\$11.00
Each additional 500 sq ft or portion thereof	\$41.00	\$43.00	\$2.00
Limited Energy – new residential construction	\$50.00	\$52.00	\$2.00
Each Manufactured Home/Modular Dwelling service	\$99.00	\$104.00	\$5.00
Multifamily			
New Multifamily Construction	Fee for largest unit calculated using above sq ft rates - plus 50% of permit fee for each additional unit	Fee for largest unit calculated using above sq ft rates - plus 50% of permit fee for each additional unit	\$0.00
Multifamily, new construction – Limited Energy System – per floor	\$50.00	\$52.00	\$2.00
Multifamily, new construction – Protective Signaling – per floor	\$35.00	\$36.00	\$1.00

Service Feeders – Installation, Alteration, Relocation			
200 amp or less	\$126.00	\$132.00	\$6.00
201 – 400 amps	\$147.00	\$155.00	\$8.00
401 – 600 amps	\$248.00	\$261.00	\$13.00
601 – 1000 amps	\$320.00	\$337.00	\$17.00
Over 1000 amps or volts	\$732.00	\$772.00	\$40.00
Reconnect Only	\$114.00	\$120.00	\$6.00
Temporary Service Feeders – Installation, Alteration, Relocation			
200 amp or less	\$99.00	\$104.00	\$5.00
201 – 400 amps	\$137.00	\$144.00	\$7.00
401 – 600 amps	\$198.00	\$208.00	\$10.00
601 – 1000 amps	\$263.00	\$277.00	\$14.00
Over 1000 amps or volts	\$603.00	\$636.00	\$33.00
Branch Circuits – New, Alteration, Relocation			
With service or feeder – per each	\$8.80	\$9.00	\$0.20
Without service or feeder	\$99.00 for first branch circuit, \$8.00/each additional	\$104.00 for first branch circuit, \$9.20/each additional	\$5.00 and \$1.20
Additional branch circuit	\$8.80	\$9.00	\$0.20
Renewable Energy			
Ranges defined by Code; 12% State surcharge applies			
Renewable energy for electrical systems- 5kva or less	\$147.00	\$155.00	\$8.00
Renewable energy for electrical systems- 5.01kva through 15kva	\$193.00	\$203.00	\$10.00
Renewable energy for electrical systems- 15.01kva through 25kva	\$244.00	\$257.00	\$13.00
Renewable energy - solar generation over 25 kva	\$244.00 plus \$12.60 for each additional KVA	\$257.00 plus \$13.00 for each additional KVA	\$13.00 and \$0.40
Renewable energy for wind systems - 25.01kva through 50kva	\$308.00	\$324.00	\$16.00
Renewable energy for wind systems - 50.01kva through 100kva	\$616.00	\$649.00	\$33.00

Other Electrical Fees			
Pump or Irrigation Circle – per each	\$99.00	\$104.00	\$5.00
Sign or Outline Lighting – per each	\$99.00	\$104.00	\$5.00
Signal Circuit(s) or Limited Energy system, alteration or extension, each system – non-new residential and all commercial (<i>new residential and multifamily construction – see above</i>)	\$99.00	\$104.00	\$5.00
Swimming Pool (incl panel, circuits and bonding)	\$80.00	\$84.00	\$4.00
Master Permit – application fee, one time at initial application; renews annually as applicable	\$122	\$128.00	\$6.00
Master Permit – inspection fee – per hour; includes travel time, inspection, and report writing - minimum one hour	\$114.00	\$120.00	\$6.00
Electrical Plan Review (when applicable)	25% of electrical permit fee	25% of electrical permit fee	\$0.00
Additional Plan Review (when applicable) – per hour, minimum one hour	\$114.00	\$120.00	\$6.00
Reinspection – per each	\$114.00	\$120.00	\$6.00
Each additional inspection, above allowable – per each	\$114.00	\$120.00	\$6.00
Inspections for which no fee is specifically indicated (as required) – per hour, minimum one hour	\$114.00	\$120.00	\$6.00
Inspection outside of normal business hours – per hour, minimum one hour	\$130.00	\$137.00	\$7.00
Investigation fee - Electrical	See Structural – Investigation Fees	See Structural – Investigation Fees	\$0.00
Minimum Fee – Electrical	\$114.00 <i>Electrical Minimum fee is optional as per Code 918-309-0000</i>	\$120.00	\$6.00

E. Mechanical Permits Fees

Residential	Fee – per each appliance		
Air conditioner	\$34.00	\$35.00	\$1.00
Air handling unit of up to 10,000 cfm	\$39.00	\$41.00	\$2.00
Air handling unit 10,001 cfm and over	\$50.00	\$52.00	\$2.00
Appliance or piece of equipment regulated by code but not classified in other appliance categories	\$34.00	\$35.00	\$1.00
Appliance vent installation, relocation or replacement not included in an appliance permit	\$22.00	\$23.00	\$1.00
Attic/crawl space fans	\$22.00	\$23.00	\$1.00
Barbecue	\$34.00	\$35.00	\$1.00
Chimney/liner/flue/vent	\$34.00	\$35.00	\$1.00
Clothes dryer exhaust	\$22.00	\$23.00	\$1.00
Decorative gas fireplace	\$34.00	\$35.00	\$1.00
Ductwork – no appliance/fixture	\$22.00	\$23.00	\$1.00
Evaporative cooler other than portable	\$34.00	\$35.00	\$1.00
Floor furnace, including vent	\$33.00	\$34.00	\$1.00
Flue vent for water heater or gas fireplace	\$22.00	\$23.00	\$1.00
Furnace - greater than 100,000 BTU	\$33.00	\$34.00	\$1.00
Furnace - up to 100,000 BTU	\$20.00	\$21.00	\$1.00
Furnace/burner including duct work/vent/liner	\$33.00	\$34.00	\$1.00
Gas or wood fireplace/insert	\$61.00	\$64.00	\$3.00
Gas fuel piping outlets, first 4	\$16.50	\$17.00	\$0.50
Gas fuel piping outlets, each additional	\$9.00	\$9.00	\$0.00
Heat pump	\$50.00	\$52.00	\$2.00
Hood served by mechanical exhaust, including ducts for hood	\$33.00	\$34.00	\$1.00
Hydronic hot water system	\$33.00	\$34.00	\$1.00
Installation or relocation domestic-type incinerator	\$50.00	\$52.00	\$2.00

Mini split system	\$33.00	\$34.00	\$1.00
Oil tank/gas/diesel generators	\$21.00	\$22.00	\$1.00
Pool or spa heater, kiln	\$34.00	\$35.00	\$1.00
Range hood/other kitchen equipment	\$34.00	\$35.00	\$1.00
Repair, alteration, or addition to mechanical appliance including installation of controls	\$34.00	\$35.00	\$1.00
Suspended heater, recessed wall heater, or floor mounted unit heater	\$34.00	\$35.00	\$1.00
Ventilation fan connected to single duct	\$22.00	\$23.00	\$1.00
Ventilation system not a portion of heating or air-conditioning system authorized by permit	\$22.00	\$23.00	\$1.00
Wood/pellet stove	\$61.00	\$64.00	\$3.00
Other heating/cooling	\$34.00	\$35.00	\$1.00
Other fuel appliance	\$34.00	\$35.00	\$1.00
Other environment exhaust/ventilation	\$22.00	\$23.00	\$1.00
LP gas tank and piping	\$50.00	\$52.00	\$2.00
Water heater	\$34.00	\$35.00	\$1.00

Commercial Mechanical Fees			
Valuation	Fee		
\$0 - \$5000	Value based: See structural valuation section at top of this table.		\$0.00
\$5001 - \$10000			
\$10001 - \$100000			
\$100001 and above			
Seismic Surcharge – collected on new essential structures per ORS 455.447	1% of mechanical permit fee	1% of mechanical permit fee	\$0.00
Other Mechanical Fees			
Mechanical Plan Review (when applicable)	25% of mechanical permit fee	25% of mechanical permit fee	\$0.00
Additional Plan Review (when applicable) – per hour, minimum one hour	\$114.00	\$120.00	\$6.00
Reinspection – per each	\$114.00	\$120.00	\$6.00
Each additional inspection, above allowable – per each	\$114.00	\$120.00	\$6.00
Inspections for which no fee is specifically indicated (as required) – per each	\$114.00	\$120.00	\$6.00
Inspection outside of normal business hours, minimum one hour	\$171.00	\$180.00	\$9.00
Investigation fee - Mechanical	See Structural – Investigation Fees		\$0.00
Mechanical Minimum Permit Fee	\$114.00	\$120.00	\$6.00

F. Plumbing Permit Fees

Plumbing Permit Fees			
New 1&2 Family Dwelling – includes one kitchen, first 100 feet each of site utilities, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system. <i>Half bath counted as whole</i> .			
One bathroom, one kitchen	\$373.00	\$393.00	\$20.00
Two bathrooms, one kitchen	\$583.00	\$615.00	\$32.00
Three bathrooms, one kitchen	\$687.00	\$724.00	\$37.00
Each additional bathroom > 3 – or – kitchen > 1	\$148.00	\$156.00	\$8.00
Each additional 100 ft or fraction thereof of site utilities – water, sewer, storm (which includes rain, footing, trench, and leach) – <i>first 100 ft included in bathroom/kitchen fee</i>	\$45.00	\$47.00	\$2.00
Commercial and Non-New Residential			
Site Utilities	Fee		
Sanitary Sewer - First 100 feet or less	\$119.00	\$125.00	\$6.00
Sanitary Sewer - Each additional 100 feet or fraction thereof	\$28.00	\$29.00	\$1.00
Storm – first 100 feet or less	\$119.00	\$125.00	\$6.00
Storm – Each additional 100 feet or fraction thereof	\$28.00	\$29.00	\$1.00
Water – first 100 feet or less	\$119.00	\$125.00	\$6.00
Water – Each additional 100 feet or fraction thereof	\$28.00	\$29.00	\$1.00
Mfd Park – site utility connections, per space	\$115.00	\$121.00	\$6.00

Fixtures	Fee – per each		
Standardized fixture list as per the Oregon Model			
Absorption valve	\$28.00	\$29.00	\$1.00
Backflow preventer	\$28.00	\$29.00	\$1.00
Backwater valve	\$28.00	\$29.00	\$1.00
Catch basin or area drain	\$28.00	\$29.00	\$1.00
Clothes washer	\$28.00	\$29.00	\$1.00
Dishwasher	\$28.00	\$29.00	\$1.00
Drinking fountain	\$28.00	\$29.00	\$1.00
Ejectors/sump pump	\$28.00	\$29.00	\$1.00
Expansion tank	\$28.00	\$29.00	\$1.00
Fixture cap	\$28.00	\$29.00	\$1.00
Floor drain/floor sink/hub drain	\$28.00	\$29.00	\$1.00
Garbage disposal	\$28.00	\$29.00	\$1.00
Hose bib	\$28.00	\$29.00	\$1.00
Ice maker	\$28.00	\$29.00	\$1.00
Primer	\$28.00	\$29.00	\$1.00
Repiping / retrofit water supply (by fixture)	\$114.00	\$120.00	\$6.00
Sink/basin/lavatory	\$28.00	\$29.00	\$1.00
Stormwater retention/detention tank/facility	\$28.00	\$29.00	\$1.00
Swimming pool piping	\$28.00	\$29.00	\$1.00
Trench drain	\$28.00	\$29.00	\$1.00
Tub/shower/shower pan	\$28.00	\$29.00	\$1.00
Urinal	\$28.00	\$29.00	\$1.00
Water closet	\$28.00	\$29.00	\$1.00
Water heater	\$28.00	\$29.00	\$1.00
Other – plumbing	\$28.00	\$29.00	\$1.00
Alternate potable water heating system	\$28.00	\$29.00	\$1.00
Interceptor/grease trap	\$28.00	\$29.00	\$1.00
Manholes	\$28.00	\$29.00	\$1.00
Roof drain (commercial)	\$28.00	\$29.00	\$1.00
Medical Gas – fee based on installation costs and system equipment, including but not limited to inlets, outlets, fixtures and appliances			
Valuation	Fee		
\$0 - \$5000	Value based: See structural valuation section at the top of this table.		\$0.00
\$5001 - \$10000			
\$10001 - \$100000			
\$100001 and above			
Residential Fire Suppression – Multipurpose/Continuous Loop System, fee includes plan review [See Structural Fee section for Standalone System]			
Square Footage of Area to be Covered	Fee		
0 – 2000 sq ft	\$114.00	\$120.00	\$6.00
2001 – 3600 sq ft	\$183.00	\$193.00	\$10.00
3601 - 7200 sq ft	\$2,722.00	\$2,871.00	\$149.00
7201 sq ft and greater	\$363.00	\$382.00	\$19.00
Other Plumbing Fees			
Plumbing Plan Review (when applicable) – commercial	30% of commercial plumbing permit fee	30% of commercial plumbing permit fee	\$0.00
Plumbing Plan Review (when applicable) – residential	30% of residential plumbing permit fee	30% of residential plumbing permit fee	\$0.00
Additional Plan Review (when applicable) – per hour, minimum one hour	\$114.00	\$120.00	\$6.00
Reinspection – per each	\$114.00	\$120.00	\$6.00
Each additional inspection, above allowable – per each	\$114.00	\$120.00	\$6.00
Inspections for which no fee is specifically indicated (as required) – per hour, minimum one hour	\$114.00	\$120.00	\$6.00
Inspection outside of normal business hours – per hour, minimum one hour	\$171.00	\$180.00	\$9.00
Investigation fee - Plumbing- per hour	See structural-Investigation fees above	See structural-Investigation fees above	\$0.00
Plumbing Minimum Permit Fee – commercial	\$114.00	\$120.00	\$6.00
Plumbing Minimum Permit Fee – residential	\$114.00	\$120.00	\$6.00

G. Miscellaneous Fees

Permit Reinstatement fee – to renew already expired permit, as eligible; subject to State Surcharge	\$114.00	\$120.00	\$6.00
Returned Check fee (NSF)	\$189.00	\$199.00	\$10.00
Master Plans – Structural – setup fee	\$122.00	\$128.00	\$6.00
Master Plans – Structural – second and subsequent reviews	50% of initial plan review fee	50% of initial plan review fee	\$0.00
Moving a Building or Structure	\$455.00	\$480.00	\$25.00
Demolition of a Building or Structure – total removal, no state surcharge	\$114.00	\$120.00	\$6.00
Prefabricated Structures	By value	By value	\$0.00
Address Assignment	\$61.00	\$64.00	\$3.00
Temporary Occupancy Fee: 1 & 2 Family Dwellings/per 30-day period	\$198.45	\$209.00	\$10.55
Temporary Occupancy Fee: Triplex & 4-Plex/per 30-day period	\$388.50	\$409.00	\$20.50
Temporary Occupancy Fee: Apartment Buildings/ per 30-day period	\$388.50	\$409.00	\$20.50
Temporary Occupancy Fee: Remodels Alterations Commercial/Industrial Buildings & Tenant Infill/per 30-day period	\$198.45	\$209.00	\$10.55
Temporary Occupancy Fee: All other Commercial/Industrial Buildings/per 30-day period	\$582.75	\$614.00	\$31.25
Copying Costs			
Copying Fee - Staff Charge rate 1/2 hour minimum plus first 5 copies up to 11"x17"	\$57.00	\$57.00	\$0.00
All additional copies	\$0.50	\$0.50	\$0.00
Large print copies	\$4.00	\$4.00	\$0.00
Technical research Fee	\$114.00	\$120.00	\$6.00
Hazardous Technical Report with No Plan Review	\$114.00	\$120.00	\$6.00
Administrative Fee – Non-Specialty Code Permits	10%	10%	\$0.00
Administrative Fee for Cash Deposits	10%	10%	\$0.00
Research Requests Technical (15-30 minutes)	\$40.95	\$43.00	\$2.05
Research Requests Technical (31-60 minutes)	\$78.75	\$83.00	\$4.25
Research Requests Non-Technical (15-30 minutes)	\$25.20	\$26.00	\$0.80
Research Requests Non-Technical (31-60 minutes)	\$48.30	\$50.00	\$1.70
Posting Substandard Structures	\$114.00	\$120.00	\$6.00
Monthly Reports – Yearly “Mailing” List mailed	\$99.75	\$105.00	\$5.25
Monthly Reports – Yearly “Mailing” List faxed	\$60.90	\$64.00	\$3.10
Weekly Issued Reports – Yearly “Mailing” List mailed	\$431.55	\$455.00	\$23.45
Weekly Issued Reports – Yearly “Mailing” List faxed	\$238.35	\$251.00	\$12.65
Addressing Information –Non-Agency-Government Yearly “Mailing” List mailed	\$99.75	\$105.00	\$5.25
Addressing Information –Non-Agency-Government Yearly “Mailing” List faxed	\$60.90	\$64.00	\$3.10

Section 7: Engineering

FY25 Fees, Proposed FY26 Fees and Redlined changes presented in the table at the end of Section 7.

The following fees shall be charged for the Engineering activities of the City:

Administrative Fee:

(Resolution 2024-38) All applications/permits/fees will be assessed a 7.5% administrative fee.

Land Drainage Alteration Permit

(Resolution 11-23, SMC 8.332(1), 8.332(2))

Plan Checking Fee

For excavation and fill on the same site, the fee shall be based on the volume of the excavation or fill, whichever is greater. Before accepting a set of plans and specifications for checking, the Development and Public Works Director shall collect a plan-checking fee. Where not covered by the approved improvement plans for the development, separate permits and fees may apply to retaining walls or major drainage structures in accordance with the State Building Code. There shall be no separate charge for standard terrace drains and similar facilities. The amount of the plan checking fee for grading plans shall be based on the average actual costs as set forth by resolution of the City Council. The rates and charges herein provided are for incurred costs based upon the use or availability for use of the public right-of-way and/or the storm sewer system, as well as for meeting the routine obligations of ownership, which is necessary for the regulation of and provision for public health, safety, and welfare. The charge is controlled by the user's or potential user's request and choice of the kind, nature, and quantity of use. The plan-checking fee, for a grading permit authorizing additional work to a valid permit, shall be the difference between such fee paid for the original permit and the fee shown for the entire project.

Grading Permit Fees

A fee for each grading permit shall be paid to the Development and Public Works Director based on the average actual costs as set forth by resolution of the City Council. The rates and charges herein provided are for incurred costs based upon the use or availability for use of the public right-of-way and/or the storm sewer system, as well as for meeting the routine obligations of ownership, which is necessary for the regulation of and provision for public health, safety, and welfare. The charge is controlled by the user's or potential user's request and choice of the kind, nature, and quantity of use. The fee for grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

Corrective LDAP

Any LDAP processed after work is conducted without required City approvals is considered a corrective LDAP. In addition to the normal LDAP fees, calculated based on an estimate of the work performed at the time of the corrective LDAP, the corrective LDAP shall also pay for actual recorded staff costs, overhead, and project expenses in the administration of the corrective LDAP. If the deposit is insufficient to cover City expenses for the project, additional deposits will be required.

Asphalt Damage Deposit

(SMC 3.210(1)(a), 3.212(3)) Before the issuance of any permit under this article, the Development and Public Works Director shall require the applicant to deposit such reasonable security as the Director requires to comply with the provisions of this article and with the City's specifications pertaining to the conduct of work.

Comprehensive Fee for Use of Public Ways (Non-Utility)

(SMC 3.224) No structure or device shall be placed in, upon, over or under the public way unless the owner of such structure or device shall have received a placement permit authorizing the placement of such structure or device. Any violation of this provision shall be an infraction within the meaning of Chapter 5 of this code.

Section 7: Engineering

(SMC 3.212(1)) Applications for the encroachment permit shall be on the form prescribed by the Development and Public Works Director, and accompanied by the fee therefore, in an amount fixed by the Council by resolution.

Sign Permit Fee: Signs in the Public Right-of-Way (Banners)

(SMC 3.223(1),(7)) Banner. Any non-rigid material such as canvas, vinyl or cloth, with no enclosing framework, which contains advertising copy.

Over the Street Banner

(SMC 3.223(1),(7)) Over the Street Banner. A banner that hangs between two poles that straddle the City street at locations designated by the City.

Open Banner

(SMC 3.223(1),(7)) Open Banner. A double sided, embroidered banner displayed in the Downtown or Mohawk area that is attached to a pole, purchased and installed by the City, and advertises a business or organization.

Light Pole Banner

(SMC 3.223 (1),(7)) Pole Banner. A banner attached to City utility poles or traffic signal poles at designated areas throughout the City.

Comprehensive Telecommunication Placement Plan Review Fee

(SMC 3.226(6)) At the election of the applicant, the applicant may file a comprehensive telecommunications placement plan which describes all facilities it presently intends to install. Such plans subject to approval of the Development and Public Works Director and may be modified from time to time by the applicant with the approval of the Development and Public Works Director. The fee for review of such plan shall be fixed by the Council by resolution.

Curb Cut Fee

(SMC 3.254, 3.256) In case the permit shall be granted, it shall be the duty of the applicant to pay a fee based on the average actual costs as set forth by resolution of the Council. The same fee shall be charged for new construction or repair. The rates and charges herein provided are incurred costs based upon the use or availability for use of the public right-of-way, the availability of which is necessary for the regulation of, and provision for, the public health, safety and welfare. The charge is controlled by the user's (or potential user's) request and choice of the kind, nature and quantity of use.

Curb Cut Fee and Sidewalk Construction Permit: Multiple Permit Discount

(SMC 3.250, 3.256, 3.300(1)) Before any sidewalk in a public right of way is started, a permit shall be obtained from the building official. At the time the permit is issued, the applicant shall pay a fee based on the average actual costs for permit administration and sidewalk inspection as set forth by resolution of the Council for the sidewalk, for either new construction or repair. These requirements do not apply, however, when such work is done under contract with the City or covered by a subdivision agreement with the City. The rates and charges herein provided are incurred costs based upon the use or availability for use of the public right-of-way, the availability of which is necessary for the regulation of, and provision for, the public health, safety and welfare. The charge is controlled by the user's (or potential user's) request and choice of the kind, nature and quantity of use.

Placement Permit for Standard Mailbox - No Sidewalk Construction

(SMC 3.226)

Placement Permit

(SMC 3.226 (2)) Prior to placing a structure or device in the right-of-way, the owner of such structure or device shall secure a placement permit, which permit shall also serve as an encroachment permit.

Public Right of Way Use Agreement

(SMC 3.226 (2)) Prior to placing a structure or device in the right-of-way, the owner of such structure or device shall secure a placement permit, which permit shall also serve as an encroachment permit.

Sidewalk Café Permit

(SMC 7.904) In the downtown district only, the City Manager, or the Manager's designee, may issue a revocable permit for an outdoor café allowing for the service of food and beverages at facilities placed on sidewalks within the public right-of-way abutting an existing eating establishment.

Initial

Sidewalk Construction Permit

(SMC 3.300, 3.310(1)) Before any sidewalk in a public right-of-way is started, a permit shall be obtained from the building official. At the time the permit is issued, the applicant shall pay a fee based on the average actual costs for permit administration and sidewalk inspection as set forth by resolution of the Council for the sidewalk, for either new construction or repair.

Sewer Connection Fee-Unassessed (Sewer In-Lieu-of-Assessment Fee)

(SMC 3.356(3)) Upon making an application as herein provided, such person shall pay to the City an amount based upon the City's established rate per square foot of benefited property. This rate is based on the average actual sewer construction costs per square foot of benefited property, as set by resolution of the Council. Any rate adjustment shall be determined by the previous year's sewer construction costs and projected inflation to the next construction season. The depth of the benefited property shall not exceed 150 feet from the street or 150 feet from the sanitary sewer line if the sewer line is not within the street right-of-way, except by special authorization by the Development and Public Works Director and based upon reasonable judgment, such as

- a) The location of the building in relation to the referenced 150-foot line.
- b) The possibility of future development for the building sites beyond the 150-foot depth.

Except as provided by (a) and (b) immediately preceding, a reduced charge will be charged for that area beyond the 150-foot line. The sum so paid may be deposited against any future sanitary sewer assessment which may be made against said property. In the event the sum paid exceeds the assessment any excess will be refunded to the property owner.

Unassessed Property along McVay Highway, Franklin Boulevard to Nugget Way

(SMC 3.356(3)(c)) The City Council has determined that a special rate is appropriate for properties directly benefitted by the Franklin/McVay Sanitary Sewer Extension, City Project #21080, to provide a reasonable and just fee based upon the size and configuration of the benefitted properties.

Sewer Construction Permit

(SMC 3.358(4)) An application for a permit to construct a sanitary sewer shall be accompanied by a fee set by resolution of the Council. If more than 50 percent of an existing sewer line is to be reconstructed, then it shall be classed as new construction.

Sewer Reconstruction Permit

(SMC 3.358(5)) An application for a permit to reconstruct any sanitary sewer shall be accompanied by a fee set by resolution of the Council. If less than 50 percent of an existing sewer line is to be reconstructed, then it shall be classed as repairs.

Temporary Storage Fee

(SMC 3.214(2)(b)) Fee for the temporary storage of articles in the public right-of-way during construction as provided for in section 5.052(2)(a), if applicable.

General Engineering Fees

Public Improvement Permit (PIP): Plan Approval and Deposits

Schedule of deposits pertaining to PIP plan approval and permit

(SMC 3.018 (1)) From time to time the Council shall, on recommendation of the City Engineer, by resolution, adopt a schedule of deposit amounts that shall categorize projects and the required deposit. In determining the recommended amount of a deposit, the City Engineer shall consider the actual costs of performing review for

Section 7: Engineering

similar cost of construction in the immediately preceding fiscal year, adjusted by the change in the Construction Cost Index during the past twelve months.

(2) Such actual costs shall include the employee's base salary; other direct project expenses, such as copies, project documentation, the use of consultants, the cost of materials testing and an allowance for indirect costs based on percentages determined by the Finance Director. Deposits shall be in accordance with such schedule except where the City Engineer determines, in writing, that unusual circumstances associated with the project require a deposit of a greater or lesser amount.

Post-Monumentation Deposit for Subdivision

This Deposit is refundable when the City Surveyor deems the Post Monumentation is completed. In the event that the Subdivision is not monumented within the conditions of post monumentation, the funds will be utilized by the City Surveyor to complete said monumentation per Statute.

Project Bid Books and Project Draft Plans

(ORS 192.324(4)) Oregon Revised Statutes authorize the public body to establish fees reasonably calculated to reimburse it for its actual costs in making such records available including costs for summarizing, compiling, or tailoring such records, either in organization or media, to meet the person's request.

Just Compensation due to Land Use Regulation

(ORS 195.310 & ORS 195.312) A person filing a claim under ORS 195.310 for just compensation due a City land use regulation must file the claim in the manner provided under ORS 195.312. The City may impose a fee for review of a claim filed under ORS 195.310 in an amount not to exceed the actual and reasonable cost of reviewing the claim.

Re-Appportionment Fee

(SMC 3.154) Apportionment or reapportionment shall only be made upon the written request of the record owner of the tract or parcel of property involved directed to the finance director. The request shall be accompanied by a survey map of the parcels to receive the assessment liens as reapportioned, together with a legal description thereof. Apportionment or reapportionment shall only be made upon the written request of the record owner of the tract or parcel of property involved directed to the finance director. The request shall be accompanied by a survey map of the parcels to receive the assessment liens as reapportioned, together with a legal description thereof.

Other Engineering Fees

Local Improvement District Assessment Service Fee

(SMC 3.072) An assessment service fee of 6.2 percent of the cost of direct construction, advertising, testing and engineering of local public improvement projects shall be added and included in the assessment made to each benefiting property owner in order to cover the origination, billing and collection cost on assessment.

Reimbursement District Application Fee

(SMC 3.610 (1)) A person who is required to or chooses to finance some or all of the cost of an infrastructure improvement that will be available to provide service to property, other than property owned by the person, may, by written application filed with the Development and Public Works Director, request that the City establish a reimbursement district. The infrastructure improvements must be in addition to or in a size greater than those that would otherwise ordinarily be required in connection with the application for permit approval and must be available to provide service to property other than property owned by the applicant. Examples include, but shall not be limited to, intersections, full street rather than half-street improvements, traffic signals, off-site sidewalks, connection of street sections for continuity, extension of water lines, and extension of sewer lines. The City may also initiate formation of a reimbursement district. The application shall be accompanied by a fee, as established by resolution, sufficient to cover the cost of administrative review and notice pursuant to this section.

Reimbursement District Administration Fee

(SMC 3.165(2)) The City may charge a fee for administration of the agreement. The administration fee shall be fixed by the Council in the resolution approving and forming the reimbursement district. The administration fee

Section 7: Engineering

is due and payable to the City at the time the agreement is signed (or, if specified as a percentage, shall be paid quarterly based upon the reimbursement fees paid during that quarter).

Traffic Engineering Fees

Portable Changeable Message Sign Fee

This fee compensates the City for use of its Portable Changeable Message Signs (PCMS) and covers the City's operating costs associated with deploying and operating PCMS units for events and other activities undertaken by outside agencies.

City Surveyor Fee

Plat Checking Fees (SDC 5.12.135 et. Seq.)

The City Surveyor reviews final partition and subdivision plats under the statutory platting requirements of Oregon Revised Statute 92 and Springfield Development Code 5.12.135 et seq. The fee is a fixed rate plus a variable rate based on the number of parcels or lots in the plat.

Records Research Fee

Research City Surveyor Records research. The final fee is based on actual costs incurred. Final research documents will be released upon payment of final invoice.

Floodplain Administrator Fee

Floodplain Verification Fee (SDC 3.3.425)

Acting as the Floodplain Administrator, the City Surveyor researches, reviews, and determines the floodplain elevation and development standards. The Base Flood Elevation will be determined for areas in the "AE" zone. The fee is a fixed rate.

Right of Way Fees

Disposition of Surplus Land and Real Property Interests (MC 2.714, ORS 271.310)

Disposal of city-owned surplus land. The final fee is based on actual costs incurred.

Street Vacation (MC 3.2, ORS 271.080-271.2300)

Vacation of a City Street Right of Way. The final fee is based on actual costs incurred.

Access Control Strip Release (SDC 4.2.105(G)(5))

The release of the reserve strip is held and owned by the City. The fee is a fixed rate.

Section 7: Engineering

Category	Description	Fee FY2025	Proposed Fee FY2026	Difference	Unit
Single Family/Duplex Residential	"Short Form" fee (non-sensitive areas: i.e., lot slope less than 15%; no work in or near a drainageway or swale; no wetlands on site; not in a flood plain)	\$ 650.00	\$ 686.00	\$ 36.00	Flat fee
	"LDAP" fee (work within sensitive areas: i.e., any of the following: lot slope equal to or greater than 15%; work in or near a drainageway or swale; wetlands on site; site in flood plain)	\$ 1,303.00	\$ 1,375.00	\$ 72.00	Flat fee
Commercial/Industrial/Multifamily/Other	Plan Check Fee	\$ 650.00	\$ 686.00	\$ 36.00	
	Plus Volume Fee	\$ 323.00	\$ 341.00	\$ 18.00	Up to 100 yards
	Plus Volume Fee	\$ 323.00	\$ 341.00	\$ 18.00	per 100 to 1,000 cubic yards
	Plus Volume Fee	\$ 63.00	\$ 67.00	\$ 4.00	per 100 cubic yards over 100
	Plan Check Fee	\$ 892.00	\$ 942.00	\$ 50.00	1,001 to 25,000 cubic yards
	Plus Volume Fee	\$ 108.00	\$ 114.00	\$ 6.00	per 1,000 cubic yards over 1,000
	Plan Check Fee greater than 25,000 cubic yard	Actual recorded staff costs, overhead and project expenses	Actual recorded staff costs, overhead and project expenses		
	Plus Plan Check Fee Deposit and additional deposit as required	\$ 5,472.20	\$ 5,774.00	\$ 301.80	
Plus Permit/Administration/Inspection	Permit Administration/Inspection Fee up to 100 cubic yards	\$ 323.00	\$ 341.00	\$ 18.00	
	Permit Administration/Inspection Fee 101 to 1,000 cubic yards	\$ 323.00	\$ 341.00	\$ 18.00	
	Plus Permit Administration/Inspection Fee Per 100 cubic yards over 100	\$ 108.00	\$ 114.00	\$ 6.00	
	Permit Administration/Inspection Fee 1,001 to 25,000 cubic yards	\$ 1,302.00	\$ 1,374.00	\$ 72.00	
	Plus Permit Administration/Inspection Fee Per 1,000 cubic yards over 100	\$ 215.00	\$ 227.00	\$ 12.00	
	Plan Permit Administration/Inspection Fee greater than 25,000 cubic yards	Actual recorded staff costs, overhead and project expenses, minimum 6,395	Actual recorded staff costs, overhead and project expenses, minimum 6,395		
	Plan Permit Administration/Inspection Fee Deposit and additional deposit as required	\$ 5,420.00	\$ 5,719.00	\$ 299.00	
Corrective LDAP	Corrective LDAP initial deposit: Base (one acre or less) plus standard LDAP fees	\$ 3,611.00	\$ 3,810.00	\$ 199.00	
	For lots greater than one acre : plus Base Fees	\$ 1,836.00	\$ 1,937.00	\$ 101.00	Per acre
	Re-Inspection Fee	\$ 141.00	\$ 149.00	\$ 8.00	
	Asphalt Damage Deposit	\$ 1,241.00	\$ 1,310.00	\$ 69.00	
Comprehensive Fee for Use of Public Ways (Non-Utility)	Annual rental of City conduit	\$ 2.60	\$ 2.75	\$ 0.15	Per foot
	Annual placement fee for conduit four inches or less in diameter	\$ 6.50	\$ 6.90	\$ 0.40	Per foot
	And for each inch of diameter in excess of four inches	\$ 1.30	\$ 1.40	\$ 0.10	Per foot
	Wireless Telecommunications, per Structure with Attached Facilities	\$ 747.00	\$ 789.00	\$ 42.00	
	Type 1: The Encroachment Permit Type 1 is intended for encroachment permit requests that do not rise to the level of a Type 2 permit.	\$ 404.00	\$ 427.00	\$ 23.00	
Encroachment Permit	Re-inspection Fee	\$ 414.00	\$ 437.00	\$ 23.00	
	Type 2: The Encroachment Permit Type 2 is intended for complex encroachment permit requests that require professional plans but that do not rise to the level of a Public Improvement Project.	\$ 51,810.00	\$ 54,660.00	\$ 2,850.00	Deposit flat fee
	Over the Street Banner	\$ 192.00	\$ 203.00	\$ 11.00	Per permit
	Open Banner - Downtown Business District	\$ 192.00	\$ 203.00	\$ 11.00	
	Open Banner - Mohawk Business District	\$ 192.00	\$ 203.00	\$ 11.00	
Sign Permit Fee: Signs in the Public Right-of-Way (Banners)	Light Pole Banner	\$ 128.00	\$ 136.00	\$ 8.00	Per permit
	Comprehensive Telecommunication Placement Plan Review Fee	\$ 1,015.00	\$ 1,015.00	\$ -	
Comprehensive Telecommunication Placement Plan Review Fee	First curb cut	\$ 146.00	\$ 155.00	\$ 9.00	
	Second curb cut	\$ 78.00	\$ 83.00	\$ 5.00	
	Re-inspection fee	\$ 141.00	\$ 149.00	\$ 8.00	
	Curb Cut Fee and Sidewalk Construction Permit: Multiple Permit Discount	\$ 47.00	\$ 50.00	\$ 3.00	
	Placement Permit for Standard Mailbox - No Sidewalk Construction				No Charge
Placement Permit for Standard Mailbox	Placement Permit	\$ 404.00	\$ 427.00	\$ 23.00	
	Placement Permit Per re-inspection	\$ 141.00	\$ 149.00	\$ 8.00	
	Plus Asphalt Damage Deposit	\$ 1,241.00	\$ 1,310.00	\$ 69.00	
	Public Right of Way Use Agreement - Initial Permit	\$ 1,403.00	\$ 1,481.00	\$ 78.00	
	Sidewalk Café - Initial Permit	\$ 210.00	\$ 222.00	\$ 12.00	
Public Right of Way Use Agreement Sidewalk	Sidewalk Café - Re-inspection fee	\$ 105.00	\$ 111.00	\$ 6.00	

Section 7: Engineering

Sewer Connection Fee-Unassessed (Sewer In-Lieu-of-Assessment Fee)	Sidewalk Construction Permit - For the first 90 feet of sidewalk	\$ 145.00	\$ 153.00	\$ 8.00	
	Thereafter	\$ 0.25	\$ 0.26	\$ 0.01	Per sq. ft.
	Re-inspection fee	\$ 141.00	\$ 149.00	\$ 8.00	
	Sidewalk repair permit	\$ 26.00	\$ 28.00	\$ 2.00	
	Sewer Connection Fee-Unassessed (Sewer In-Lieu-of-Assessment Fee) - fist 150 feet of depth	\$ 0.90	\$ 1.26	\$ 0.36	Per sq. ft.
	Thereafter	\$ 0.50	\$ 0.53	\$ 0.03	Per sq. ft.
	Unassessed Property along McVay Highway, Franklin Boulevard to Nugget Way	\$ 0.25	\$ 0.27	\$ 0.02	Per sq. ft.
	Sewer Construction Permit				No Charge
	Sewer Reconstruction Permit				No Charge
	Temporary Storage Fee	\$ 345.00	\$ 364.00	\$ 19.00	Minimum charge plus per sq.ft.
General Engineering Fees	Plus Asphalt Damage Deposit	\$ 1,241.00	\$ 1,310.00	\$ 69.00	
	City Plan Examination Deposit - \$0 to \$100,000	\$ 3,444.00	\$ 3,634.00	\$ 190.00	
	City Plan Examination Deposit - \$100,001 and over plus 1.0% of project	\$ 3,444.00	\$ 3,634.00	\$ 190.00	
	City Engineering and Inspection Deposit - \$0 to \$100,000	\$ 6,898.00	\$ 7,278.00	\$ 380.00	
	City Engineering and Inspection Deposit - \$100,001 and over plus 1.0% of project	\$ 6,300.00	\$ 6,647.00	\$ 347.00	
Job Control Testing Fees and Deposits	Soil Bearing Tests 1/500 L.F. at	Fee paid for by the developer to a third-party testing company			Per test
	Soil Densities 1/250 L.F. at	Fee paid for by the developer to a third-party testing company			Per test
	Curb Rock Densities 1/150 L.F. at	Fee paid for by the developer to a third-party testing company			Per test
	Base Rock Densities 1/150 L.F. at	Fee paid for by the developer to a third-party testing company			Per test
	Concrete CLY. and Slump 1/100 C.Y. at	Fee paid for by the developer to a third-party testing company			Per test
	A.C. Extractions per Class 1/500 TON at	Fee paid for by the developer to a third-party testing company			Per test
	Asphaltic Concrete Densities (each lift) 1/150 L.F. at	Fee paid for by the developer to a third-party testing company			Per test
	Asphaltic Job Mix Testing Fee	Fee paid for by the developer to a third-party testing company			Per test
	Post-Monumentation Deposit for Subdivision - base	\$ 3,223.00	\$ 3,401.00	\$ 178.00	Non-refundable 7.5% administrative fee will be applied when imposed or collected
	Plus each monument	\$ 138.00	\$ 146.00	\$ 8.00	
Other Engineering Fees	Project Bid Books and Project Draft Plans - minimum	\$ 37.00	\$ 40.00	\$ 3.00	
	Just Compensation due to Land Use Regulation	\$ 721.00	\$ 761.00	\$ 40.00	Per application
	Re-Appportionment Fee - fist two lots	\$ 38.00	\$ 41.00	\$ 3.00	
	Re-Appportionment Fee -extra	\$ 16.00	\$ 17.00	\$ 1.00	Per lot
	Asphaltic Job Mix Testing Fee	\$ 555.00	\$ 586.00	\$ 31.00	Each Public Improvement Project
	Local Improvement District Assessment Service Fee	6.2%	6.2%	\$ -	Per assessment
	Reimbursement District Application Fee	\$ 638.00	\$ 674.00	\$ 36.00	Per each benefitted parcel
	Reimbursement District Administration Fee - For Reimbursement Districts with 10 or fewer Benefitted Parcels	\$ 638.00	\$ 674.00	\$ 36.00	Each Public Improvement Project
	Reimbursement District Administration Fee -For Reimbursement Districts with more than 10 Benefitted Parcels	6.2%	6.2%	\$ -	Collected from a District each quarter
	Traffic System Damage Fee :				
Traffic Engineering Fees	Reinstall Single Post and Sign	\$ 630.00	\$ 665.00	\$ 35.00	
	Cost (per sign) for additional sign on a single post	\$ 127.00	\$ 134.00	\$ 7.00	
	Reinstall Double Post and Sign	\$ 1,151.00	\$ 1,215.00	\$ 64.00	
	Cost (per sign) for additional sign on a double post	\$ 127.00	\$ 134.00	\$ 7.00	
	Reinstall Concrete Sign Base	\$ 616.00	\$ 650.00	\$ 34.00	
	Repaint, Overpaint Curb, per 25-ft section (or portion thereof)	\$ 239.00	\$ 253.00	\$ 14.00	
	Reinstall Cobra-Head Street Light Pole and Fixture (Wood or Fiberglass)	\$ 9,574.00	\$ 10,101.00	\$ 527.00	
	Reinstall Cobra-Head Street Light Pole and Fixture (Aluminum or Steel)	Bill on Actuals			
	Reinstall Decorative Street Light Pole and Fixture	Bill on Actuals			
	Reinstall Pedestrian Pole (Flashing Beacon)	Bill on Actuals			
City Surveyor Fees: Partition Plat Check	Reinstall Pedestrian Pole (at Traffic Signal)	Bill on Actuals			
	Reinstall Electrical Service Cabinet	Bill on Actuals			
	Reinstall Traffic Signal Control Cabinet	Bill on Actuals			
	Other/Misc. not covered	Bill on Actuals			
	Portable Changeable Message Sign Fee - Deploy, Program, and Retrieve PCMS	\$ 1,918.50	\$ 2,025.00	\$ 106.50	Per each location
	Portable Changeable Message Sign Fee - Operate and Maintain PCMS	\$ 25.00	\$ 27.00	\$ 2.00	Per day
	Portable Changeable Message Sign Fee - Operate and Maintain PCMS	\$ 94.50	\$ 100.00	\$ 5.50	Per week
	SURVEY FEE - First two reviews	\$ 2,175.00	\$ 2,175.00	\$ -	
	Survey Fee- After two reviews	\$ 100.00	\$ 100.00	\$ -	Per review
	SURVEY FEE - First two reviews	\$ 2,175.00	\$ 2,175.00	\$ -	
City Surveyor Fees: Subdivision Plat Check				\$ -	

Section 7: Engineering

City Surveyor Fees: Minor or Major RePlat Check	Survey Fee- After two reviews	\$ 100.00	\$ 100.00	\$ -	Per review
	SURVEY FEE - First two reviews	\$ 2,175.00	\$ 2,175.00	\$ -	
NEW: City Surveyor Fees: Research NEW: City Surveyor Fees: Right of Way Vacation NEW: City Surveyor Fees: Surplus Disposal NEW: City Surveyor Fees: Access Control Strip Release NEW: City Surveyor Fees: Floodplain Verification	Survey Fee- After two reviews	\$ 100.00	\$ 100.00	\$ -	Per review
	SURVEY FEE: Research City Surveyor records	Actual cost based on staff billable rate			\$400 deposit required. Final fee is based on negotiated terms and actual costs incurred.
	RIGHT OF WAY FEE - Vacation of City Street Right of Way Only	Actual cost based on staff billable rate			\$7,000 deposit required. Final fee is based on negotiated terms and actual costs incurred.
	RIGHT OF WAY FEE - Disposition of Surplus land or other interest	Actual cost based on staff billable rate			\$5,000 deposit required. Final fee is based on negotiated terms and actual costs incurred.
	RIGHT OF WAY FEE - Access Control Strip release and dedication		\$ 850.00		
	Floodplain Administrator Function - Office Verification		\$ 400.00		
	Floodplain Administrator Function - Field Verification		\$ 800.00		

Section 8: Planning Services

FY25 Fees, Proposed FY26 Fees and Redlined changes presented in the table at the end of Section 8.

The following fees must be paid for the Planning activities of the City:

Development Code Application Fees:

Housing Diversity Tax Exemption (HDTE) Application Fee

This fee covers the City's staffing costs for processing applications for the Housing Diversity Tax Exemption (HDTE), including application review and decision, and certification to the Lane County Assessor if approved. The Lane County Assessor will also collect a fee to cover its costs for processing approved applications and applying the tax exemption.

There are three different fees to account for the variation in staff time to process an HDTE application depending on how the applicant chooses to meet the program's public benefit requirement.

The Option 1 fee covers costs to process an application meeting clear and objective public benefit criteria.

The Option 2 fee covers costs to process an application where the applicant is paying a fee- in-lieu of including a public benefit in the project and is lower to account for the reduction in staff time.

The Option 3 fee covers costs for processing an application that includes public benefits not meeting clear and objective criteria which will go to City Council for review and decision.

This application fee is the highest to account for the increased staff time to process the application and prepare materials for the Council.

Option 1 fee: \$1,950.00 Option 2 fee: \$1,150.00 Option 3 fee: \$4,000.00

Hearings Official Deposit

Any application being processed before the Hearings Official (except an appeal) must pay an additional deposit for the cost of the Hearings Official as specified in the fee schedule. Any amount not expended by the Hearings Official will be returned to the applicant. Charges in excess of this deposit amount will be assessed to the applicant.

Fee Waivers

Fees may be waived only in accordance with the Springfield Development Code 2.1.135(C).

Expedited Processing Fee

Any request to prioritize and expedite the review of a particular application out of order in which applications are received, must be reviewed and will be approved or denied at the discretion of the Director. Any approved request will be charged a non-refundable fee of as specified in the fee schedule; where the development area is greater than 10 acres an additional fee will be charged as specified in the fee schedule.

Section 8: Planning Services

Administrative Fee

All applications will be assessed a 7.5% administrative fee with the exception of Application Completeness Check Meeting, Development Initiation Meeting, Pre-Application Meeting, Appeal of a Type 2 Director's Decision, Appeal of an Expedited Land Division, and certain other required fees including notice fees and time extensions.

Copying Costs

Copying fee: Staff charge out rate, minimum ½ hour. Copying fees are as specified in the fee schedule.

All special ordered maps are charged from the GIS price sheet.

Actual Cost of Service (ACS) for certain application types. A deposit as specified in the fee schedule is collected at the time of submittal and charged against. Any remaining balance will be refunded.

*ACS = Actual Cost of Service (deposit is collected at time of application submittal and cost of service is charged against collected deposit)

Category	Description	Fee FY2025	Proposed Fee FY2026	Difference	Unit/Comment
	Hearings Official Deposit	\$ 5,823.00	\$ 6,144.00	\$ 321.00	
(SDC 5.12.210)	Expedited Processing Fee - less than 10 acres	\$ 12,812.00	\$ 13,517.00	\$ 705.00	Whichever is greater
	Expedited Processing Fee - greater than 10 acres an additional fee	\$ 641.00	\$ 677.00	\$ 36.00	Per acre
Copying Costs	Copying Fee	Staff Charge out rate ½ hour	Staff Charge out rate ½ hour		
	Plus First 5 copies up to 11" x 17"	-	-		
	All additional copies	\$ 1.00	\$ 1.00	\$ -	Each
	Large print copies	\$ 5.00	\$ 5.00	\$ -	Each
Accessory Dwelling Unit (SDC 3.2.275)	Accessory Dwelling Unit - Type 1	\$ 1,414.00	\$ 1,492.00	\$ 78.00	
	Accessory Dwelling Unit - Type 2	\$ 1,469.00	\$ 1,550.00	\$ 81.00	
(SDC 5.6.100)	*Amendment of Plan or Code Text	\$ 11,000.00	\$ 11,605.00	\$ 605.00	
Annexation (SDC 5.7.100)	*Annexation (includes special district withdraw/boundary adjustment)	\$ 7,000.00	\$ 7,385.00	\$ 385.00	
	Annexation Comprehensive Fee	\$ 1,000.00	\$ 1,055.00	\$ 55.00	Per acre
Appeals (SDC 5.1.800) (ORS227.175)	Type 2 - Appeal of Type 2 Directors Decision	\$ 250.00	\$ 250.00	\$ -	Fee set by State-cannot change
	Type 3 - Appeal of Expedited Land Division	\$ 408.00	\$ 408.00	\$ -	Fee set by State-cannot change
	Type 3- Appeal of Type 3 Decision to City Council	\$ 4,500.00	\$ 4,748.00	\$ 248.00	
Completeness Check Meeting (SDC 5.14.210)	Completeness Check Meeting	\$ 678.00	\$ 716.00	\$ 38.00	
(SDC 3.4.315)	*Conceptual Development Plan - Type 3	\$ 20,000.00	\$ 21,100.00	\$ 1,100.00	
(SDC 3.4.315)	*Conceptual Development Plan Amendments - Type 3	\$ 8,000.00	\$ 8,440.00	\$ 440.00	
Declaratory Ruling (SDC 5.1.1100)	Declaratory- Ruling -Type 1	\$ 2,216.00	\$ 2,338.00	\$ 122.00	
	Declaratory Ruling -Type 2	\$ 2,420.00	\$ 2,554.00	\$ 134.00	
	*Declaratory Ruling -Type 3	\$ 7,000.00	\$ 7,385.00	\$ 385.00	
(SDC 5.1.210)	Development Initiation Meeting	\$ 678.00	\$ 716.00	\$ 38.00	
(SDC 5.9.100) or (SDC 4.4.115(D))	*Discretionary Use - Type 3	\$ 6,000.00	\$ 6,330.00	\$ 330.00	
(SDC 3.3.200)	Drinking Water Protection Overlay District - Type 1	\$ 1,325.00	\$ 1,398.00	\$ 73.00	
(SDC 5.12.200)	Expedited Land Division	2x regular land division fee	2x regular land division fee		
	Appeal of Expedited Land Division	\$ 408.00	\$ 408.00	\$ -	
	Final Site Plan Inspection: (ex. for Occupancy, Change of Use, etc.) - Type 1	\$ 365.00	\$ 386.00	\$ 21.00	
Floodplain Development (SDC 3.3.500)	Floodplain Development - Type 1	\$ 2,198.00	\$ 2,319.00	\$ 121.00	Correction- Type 1 application, removed notice fee
Historic Overlay District (SDC 3.3.900)	*Historic Review - Type 1	\$ 2,056.00	\$ 2,170.00	\$ 114.00	Fee changed to ACS, now a deposit
	Historic Review -Type 2	\$ 3,026.00	\$ 3,193.00	\$ 167.00	
	*Historic Review -Type 3	\$ 5,000.00	\$ 5,275.00	\$ 275.00	
(SDC 3.3.500)	Hillside Overlay District -Type 2- per acre	\$ 1,190.00	\$ 1,256.00	\$ 66.00	
(SDC 3.3.1100)	Hospital Support Overlay District (HS) - Type 2	\$ 3,798.00	\$ 4,007.00	\$ 209.00	
	Plus per acre	\$ 797.00	\$ 841.00	\$ 44.00	Per Acre
Land Use Compatibility (SDC 3.1.120)	Land Use Compatibility Statement (LUCS)/DMV Type 1	\$ 365.00	\$ 386.00	\$ 21.00	
	Zoning Verification- Type 1	\$ 975.00	\$ 1,029.00	\$ 54.00	
(SDC 4.7.345)	Manufactured Dwelling Park - Type 2	\$ 2,980.00	\$ 3,144.00	\$ 164.00	
Master Plan (SDC 5.13.100)	*Master Plan Approval Preliminary - Type 2	\$ 20,000.00	\$ 21,100.00	\$ 1,100.00	
	*Master Plan Approval Preliminary - Type 3	\$ 25,000.00	\$ 26,375.00	\$ 1,375.00	
	Final Master Plan Approval -Type 1	\$ 3,421.00	\$ 3,610.00	\$ 189.00	
	Master Plan Modification - Type 1	\$ 4,000.00	\$ 4,220.00	\$ 220.00	
	*Master Plan Modification - Type 2	\$ 8,000.00	\$ 8,440.00	\$ 440.00	
	*Master Plan Modification - Type 3	\$ 14,000.00	\$ 14,770.00	\$ 770.00	
(SDC 5.14.100)	Comprehensive Plan Amendment -Type 4	\$ 30,000.00	\$ 31,650.00	\$ 1,650.00	
Minimum Development Standards (MDS) (SDC 5.15.100)	Minimum Development Standards (MDS) -Type 1	\$ 2,541.00	\$ 2,681.00	\$ 140.00	
(SDC 4.3.145)	Minimum Development Standards Small Cell Wireless Facility- Type 1	\$ 1,299.00	\$ 1,371.00	\$ 72.00	
Modification of Application (SDC 5.1.450)	Modification of Application	N/A	50% of original application fee		A new fee needed for a process that didn't have a fee
Modification of Approval (SDC 5.1.1015)	Modification of Approval-Type 1	\$ 2,185.00	\$ 2,306.00	\$ 121.00	
	Modification of Approval-Type 2 (non-significant)	\$ 2,453.00	\$ 2,588.00	\$ 135.00	
	Modification of Approval-Type 2 (significant impacts)	\$ 3,131.00	\$ 3,304.00	\$ 173.00	
Non-Conforming (SDC 5.8.100)	Non-Conforming Use Status/Lot of Record - Type 1	\$ 1,616.00	\$ 1,705.00	\$ 89.00	Correction-was listed duplicate one line item removed
	Non-Conforming Use Expansion/Modification - Type 2 or 3	\$ 3,522.00	\$ 3,716.00	\$ 194.00	
Notice Fee (SDC 5.1.100 et.seq.)	Notice -Type 2	\$ 203.00	\$ 215.00	\$ 12.00	
	*Notice -Type 3	Notice Fee	Notice Fee		
	*Notice -Type 4	Notice Fee	Notice Fee		
Partition (SDC 5.12.100)	Partition Tentative Plan -Type 2	\$ 4,213.00	\$ 4,445.00	\$ 232.00	
	Plus Partition-tent per lot fee	\$ 25.00	\$ 25.00	\$ -	
	Partition Plat -Type 1	\$ 1,811.00	\$ 1,911.00	\$ 100.00	

Section 8: Planning Services

Planning Review of Building Permits	Planning Review of Building Permit Plans -Type 1 Minor	\$	150.00	\$	159.00	\$	9.00	
	Planning Review of Building Permit Plans -Type 1 Major	\$	268.00	\$	283.00	\$	15.00	
(SDC5.1.210)	Pre-Application Meeting - Type 1	\$	4,620.00	\$	4,875.00	\$	255.00	
Property Line Adjustment (SDC 5.16.100)	Property Line Adjustment - Type 1	\$	1,378.00	\$	1,454.00	\$	76.00	
	Property Line Adjustment-Serial - Type 2	\$	4,903.00	\$	5,173.00	\$	270.00	
Reconsideration	Reconsideration - Type 1	\$	250.00	\$	264.00	\$	14.00	
	Reconsideration - Type 2	\$	250.00	\$	264.00	\$	14.00	
	*Reconsideration - Type 3	\$	2,500.00	\$	2,638.00	\$	138.00	
Replats (SDC 5.12.100)	Minor Replat Tentative Plan - Type 2	\$	4,135.00	\$	4,363.00	\$	228.00	Correction- Type 2, added notice fee
	Minor Replat Plat - Type 1	\$	1,811.00	\$	1,911.00	\$	100.00	
	Major Replat Tentative Plan - Type 2	\$	4,355.00	\$	4,595.00	\$	240.00	
	Major Replat Plat - Type 1	\$	1,811.00	\$	1,911.00	\$	100.00	
	*Refinement Plan Amendment - Type 4	\$	14,500.00	\$	15,298.00	\$	798.00	Correction- notice fee is ACS
Site Plan (SDC 5.17.100)	Site Plan Review - Type 1	\$	1,616.00	\$	1,705.00	\$	89.00	
	Site Plan Review - Type 2	\$	4,056.00	\$	4,280.00	\$	224.00	
	Site Plan Review less than 500 sq ft -Type 2	\$	1,616.00	\$	1,705.00	\$	89.00	
	Final Site Plan Review - Type 1	\$	1,306.00	\$	1,378.00	\$	72.00	
(SDC 5.18.100)	*Solar Access Protection - Type 2	\$	3,000.00	\$	3,165.00	\$	165.00	
(Municipal Code 3.248)	*Street Name Change -Type 4	\$	6,500.00	\$	6,858.00	\$	358.00	
Subdivision (SDC 5.12.100)	Subdivision Tentative Plan -Type 2	\$	4,387.00	\$	4,629.00	\$	242.00	
	Plus Subdivision-tent per lot fee	\$	25.00	\$	25.00	\$	-	
	Subdivision Final Plat - Type 1	\$	1,811.00	\$	1,911.00	\$	100.00	
Temporary Use (SDC 5.10.100)	Temporary Use - Type 2 Hardship dwelling	\$	1,815.00	\$	1,915.00	\$	100.00	
(SDC 4.8.105)	Temporary Use - Type 1 Manufactured Dwelling-After a Disaster	\$	515.00	\$	544.00	\$	29.00	
Time Extension (SDC 5.1.1000(C))	Time Extension	\$	500.00	\$	528.00	\$	28.00	
Tree Felling (SDC 4.19.100)	Minor Tree Felling -Type 2 6-10 Trees	\$	1,563.00	\$	1,649.00	\$	86.00	Removed corrective tree felling fee
	Major Tree Felling -Type 2 More Than 10 Trees	\$	2,208.00	\$	2,330.00	\$	122.00	
	Filbert Orchards or other habitat restoration projects	\$	1,563.00	\$	1,649.00	\$	86.00	
Vacation (SDC 5.20.100)	Vacation- Easement - Type 2	\$	2,600.00	\$	2,743.00	\$	143.00	
	*Vacation Right of Way/Plat -Type 4	\$	7,000.00	\$	7,385.00	\$	385.00	
Variance (SDC 5.21.100)	Variance - Minor -Type 2	\$	2,792.00	\$	2,946.00	\$	154.00	
	*Variance - Major -Type 3	\$	9,000.00	\$	9,495.00	\$	495.00	
	Adjustment Request	\$	-	\$	1,705.00	\$	1,705.00	New fee to allow for adjustments per SB 1537
Willamette Greenway (SDC 3.3.300)	*Greenway Setback Line Establishment without Development - Type 3	\$	4,500.00	\$	4,748.00	\$	248.00	
	*Greenway Setback Line already established - Type 3	\$	4,500.00	\$	4,748.00	\$	248.00	
	*Greenway Setback Line not already established - Type 3	\$	12,000.00	\$	12,660.00	\$	660.00	
Zoning Map Amendment (SDC 5.22.100)	*Zoning Map Amendment -Type 3 or 4	\$	7,500.00	\$	7,913.00	\$	413.00	
Housing Diversity Exemption	Housing Diversity Tax Exemption (HDTE) Application Fee - Option 1	\$	1,950.00	\$	1,950.00	\$	-	
	Housing Diversity Tax Exemption (HDTE) Application Fee - Option 2	\$	1,150.00	\$	1,150.00	\$	-	
	Housing Diversity Tax Exemption (HDTE) Application Fee - Option 3	\$	4,000.00	\$	4,000.00	\$	-	
(SDC 4.2.120(c))	Residential Driveway/Parking Review Fee	\$	50.00	\$	53.00	\$	3.00	

Section 9: Utilities

Industrial Pretreatment

(SMC 4.065 – 4.070); Industrial Pretreatment Program Enforcement Response Plan

The City Manager may fine a variable amount not to exceed \$25,000 on a per-violation, per-day basis. The Industrial Pretreatment Program Enforcement Response Plan is used as a guide to identify and assist staff with evaluating, investigating, enforcing, and escalating instances of noncompliance of the Industrial Pretreatment Program Ordinance No. 6457.

Individual Wastewater Discharge Permit

(SMC 4.020, 4.021 and 4.085); OAR 340-045-0075

A nonrefundable annual permit fee shall be paid to the City on behalf of the Oregon Department of Environmental Quality, for each industrial wastewater discharge permit. The initial payment shall be due upon permit issuance. Thereafter, the fee shall be due annually on August 1. The amount of the fee is the amount listed in the Oregon Administrative Rule (OAR) 340-045-0075, Table 70E:

Significant Industrial User (Eff. 11/1/24) ~~\$955.00~~ \$983.00 per industry

Repeat Sampling and Analytical Costs

(SMC 4.046 and 4.085)

<u>Sample Type</u>	<u>Cost</u> ¹
Metals, except Mercury – Composite	\$118.00
Metals, except Mercury – Grab	\$152.00
Additional metal analysis	\$14.00
Additional Mercury analysis	\$18.00
Mercury only – Composite	\$122.00
Mercury only – Grab	\$182.00

¹ Cost for “Metals, except mercury” includes the cost for analysis of one metal. Each additional metal incurs the “Additional Metal Analysis” cost. If mercury sampling is included with sampling for other metals, the “Additional Mercury Analysis” cost applies. If mercury is the only metal being sampled, the “Mercury Only” cost applies.

Silica Gel Treated Hexane Extracted Material – Grab	\$274.00
Cyanide – Composite	\$148.00
Cyanide – Grab	\$182.00
pH – Grab	\$149.00
Phenols – Composite	\$146.00
Phenols – Grab	\$181.00
Volatile Organics (EPA 624) – Grab	\$283.00
Semi-volatile Organics (EPA 625) – Grab	\$433.00
BTEX – Grab	\$163.00

Other Rates

Solid Waste

(SMC 4.408, Resolution 2018-14)(1) Charges for the collection of garbage and refuse as established herein shall be payable monthly in advance. In the event that any person fails to pay the collector of garbage and refuse for the services rendered by the collector for a period of 45 days, then the collector may prepare a statement to that effect, and to the effect that he is terminating the service to such person and shall deliver a copy thereof to the City manager. The City shall thereupon have the burden of seeing to it that such person for whom the service is terminated disposes of his garbage in accordance with the terms of sections 4.400 to 4.430. The collector shall have no duty to commence serving such person again until the collector shall have been reimbursed for the delinquent payments.

Proposed FY 26 rates begin on the next page.

Section 9: Utilities

SPRINGFIELD CAN/CART RATES

(07/01/2025)

21 Gallon Mini Can

Pickups Per Week	1 Can	County User Fee	Total
EOW	11.12	2.12	13.24
1	13.84	2.74	16.58

35 Gallon Can/Cart

Pickups Per Week	1 Can	County User Fee	Total	2 Cans	County User Fee	Total	3 Cans	County User Fee	Total
EOW	12.65	3.81	16.46						
1	18.54	5.02	23.56	37.03	10.09	47.12	55.57	15.05	70.62
2	37.03	10.09	47.12	74.19	20.24	94.43	111.26	30.28	141.54
3	55.57	15.05	70.62	111.26	30.28	141.54	166.90	45.33	212.23
4	74.19	20.24	94.43	148.36	40.36	188.72	222.52	60.55	283.07
5	92.73	25.26	117.99	185.49	50.41	235.90	278.16	75.68	353.84
6	111.26	30.28	141.54	222.52	60.55	283.07	333.80	90.83	424.63

Pickups Per Week	4 Cans	County User Fee	Total	5 Cans	County User Fee	Total	6 Cans	County User Fee	Total
EOW									
1	74.19	20.24	94.43	92.73	25.26	117.99	111.26	30.28	141.54
2	148.36	40.36	188.72	185.49	50.41	235.90	222.52	60.55	283.07
3	222.52	60.55	283.07	278.16	75.68	353.84	333.80	90.83	424.63
4	296.75	80.68	377.43	370.82	100.93	471.75	445.11	121.06	566.17
5	370.82	100.93	471.75	463.67	126.13	589.80	556.37	151.33	707.70
6	445.11	121.06	566.17	556.37	151.33	707.70	667.57	181.61	849.18

65-Gallon Cart

Pickups Per Week	1 Can	County User Fee	Total
1	25.74	8.63	34.37
2	51.55	17.22	68.77
3	77.30	25.83	103.13
4	102.99	34.51	137.50
5	128.85	43.10	171.95
6	154.59	51.73	206.32

Premium

Cart Size	1 Can	County User Fee	Total
35 Gal	22.20	5.33	27.53
65 Gal	37.84	9.53	47.37
95 Gal	59.19	11.74	70.93

95-Gallon Cart

Pickups Per Week	1 Can	County User Fee	Total
1	31.40	12.46	43.86
2	62.72	25.04	87.76
3	94.11	37.50	131.61
4	125.49	49.99	175.48
5	156.87	62.49	219.36
6	188.21	74.97	263.18

Condo/Multi Family Housing

Cart Size	1 Can	County User Fee	Total
35 Gal	15.92	5.02	20.94
65 Gal	23.04	8.63	31.67
95 Gal	28.44	12.46	40.90

Section 9: Utilities

SPRINGFIELD CONTAINER RATES

(07/01/2025)

Pickups Per Week	1.0 Yard	County User Fee	Total
1	\$ 101.63	\$ 29.48	\$ 131.11
Each Additional	\$ 89.46	\$ 29.48	\$ 118.94
2	\$ 198.53	\$ 58.88	\$ 257.41
Each Additional	\$ 172.73	\$ 58.88	\$ 231.61
3	\$ 294.98	\$ 88.37	\$ 383.35
Each Additional	\$ 254.62	\$ 88.37	\$ 342.99
4	\$ 388.21	\$ 117.85	\$ 506.06
Each Additional	\$ 304.91	\$ 117.85	\$ 422.76
5	\$ 485.09	\$ 147.26	\$ 632.35
Each Additional	\$ 378.23	\$ 147.26	\$ 525.49
6	\$ 577.42	\$ 176.69	\$ 754.11
Each Additional	\$ 451.17	\$ 176.69	\$ 627.86
7	\$ 675.09	\$ 206.22	\$ 881.31
Each Additional	\$ 525.47	\$ 206.22	\$ 731.69
EOW	\$ 40.52	\$ 26.76	\$ 67.28
1x Per Month	\$ 19.18	\$ 13.20	\$ 32.38

Pickups Per Week	2.0 Yard	County User Fee	Total
1	\$ 188.90	\$ 58.97	\$ 247.87
Each Additional	\$ 166.22	\$ 58.97	\$ 225.19
2	\$ 361.42	\$ 117.93	\$ 479.35
Each Additional	\$ 318.96	\$ 117.93	\$ 436.89
3	\$ 533.46	\$ 176.85	\$ 710.31
Each Additional	\$ 482.58	\$ 176.85	\$ 659.43
4	\$ 764.28	\$ 176.85	\$ 941.13
Each Additional	\$ 682.46	\$ 176.85	\$ 859.31
5	\$ 936.60	\$ 235.74	\$ 1,172.34
Each Additional	\$ 835.06	\$ 235.74	\$ 1,070.80
6	\$ 1,108.85	\$ 294.78	\$ 1,403.63
Each Additional	\$ 987.40	\$ 294.78	\$ 1,282.18
7	\$ 1,384.52	\$ 235.74	\$ 1,620.26
Each Additional	\$ 1,254.47	\$ 235.74	\$ 1,490.21
EOW	\$ 66.69	\$ 52.50	\$ 119.19
1x Per Month	\$ 31.42	\$ 25.74	\$ 57.16

Pickups Per Week	1.5 Yard	County User Fee	Total
1	\$ 146.84	\$ 44.25	\$ 191.09
Each Additional	\$ 128.97	\$ 44.25	\$ 173.22
2	\$ 280.16	\$ 88.44	\$ 368.60
Each Additional	\$ 247.25	\$ 88.44	\$ 335.69
3	\$ 414.05	\$ 132.63	\$ 546.68
Each Additional	\$ 383.40	\$ 132.63	\$ 516.03
4	\$ 591.79	\$ 132.63	\$ 724.42
Each Additional	\$ 524.55	\$ 132.63	\$ 657.18
5	\$ 725.42	\$ 176.84	\$ 902.26
Each Additional	\$ 646.10	\$ 176.84	\$ 822.94
6	\$ 858.81	\$ 221.08	\$ 1,079.89
Each Additional	\$ 763.16	\$ 221.08	\$ 984.24
7	\$ 1,069.75	\$ 176.84	\$ 1,246.59
Each Additional	\$ 1,026.85	\$ 176.84	\$ 1,203.69
EOW	\$ 58.38	\$ 39.69	\$ 98.07
1x Per Month	\$ 27.54	\$ 19.45	\$ 46.99

Pickups Per Week	3.0 Yard	County User Fee	Total
1	\$ 265.05	\$ 88.44	\$ 353.49
Each Additional	\$ 233.94	\$ 88.44	\$ 322.38
2	\$ 507.43	\$ 176.84	\$ 684.27
Each Additional	\$ 443.59	\$ 176.84	\$ 620.43
3	\$ 742.01	\$ 265.33	\$ 1,007.34
Each Additional	\$ 655.39	\$ 265.33	\$ 920.72
4	\$ 1,079.23	\$ 265.33	\$ 1,344.56
Each Additional	\$ 959.04	\$ 265.33	\$ 1,224.37
5	\$ 1,321.55	\$ 353.70	\$ 1,675.25
Each Additional	\$ 1,182.82	\$ 353.70	\$ 1,536.52
6	\$ 1,563.48	\$ 442.14	\$ 2,005.62
Each Additional	\$ 1,397.86	\$ 442.14	\$ 1,840.00
7	\$ 1,960.63	\$ 353.70	\$ 2,314.33
Each Additional	\$ 1,783.73	\$ 353.70	\$ 2,137.43
EOW	\$ 102.59	\$ 78.30	\$ 180.89
1x Per Month	\$ 48.31	\$ 38.31	\$ 86.62

Section 9: Utilities

Pickups Per Week	4.0 Yard	County User Fee	Total
1	\$ 330.51	\$ 117.93	\$ 448.44
Each Additional	\$ 292.97	\$ 117.93	\$ 410.90
2	\$ 634.98	\$ 235.74	\$ 870.72
Each Additional	\$ 564.68	\$ 235.74	\$ 800.42
3	\$ 938.41	\$ 353.80	\$ 1,292.21
Each Additional	\$ 835.33	\$ 353.80	\$ 1,189.13
4	\$ 1,359.17	\$ 353.80	\$ 1,712.97
Each Additional	\$ 1,222.87	\$ 353.80	\$ 1,576.67
5	\$ 1,662.58	\$ 471.72	\$ 2,134.30
Each Additional	\$ 1,506.88	\$ 471.72	\$ 1,978.60
6	\$ 1,966.20	\$ 589.65	\$ 2,555.85
Each Additional	\$ 1,764.77	\$ 589.65	\$ 2,354.42
7	\$ 2,482.49	\$ 471.72	\$ 2,954.21
Each Additional	\$ 2,265.57	\$ 471.72	\$ 2,737.29
EOW	\$ 125.93	\$ 103.80	\$ 229.73
1x Per Month	\$ 59.13	\$ 50.85	\$ 109.98

Pickups Per Week	6.0 Yard	County User Fee	Total
1	\$ 437.69	\$ 176.85	\$ 614.54
Each Additional	\$ 414.46	\$ 176.85	\$ 591.31
2	\$ 843.34	\$ 353.80	\$ 1,197.14
Each Additional	\$ 756.07	\$ 353.80	\$ 1,109.87
3	\$ 1,248.06	\$ 530.63	\$ 1,778.69
Each Additional	\$ 1,085.50	\$ 530.63	\$ 1,616.13
4	\$ 1,828.44	\$ 530.63	\$ 2,359.07
Each Additional	\$ 1,662.75	\$ 530.63	\$ 2,193.38
5	\$ 2,233.43	\$ 707.52	\$ 2,940.95
Each Additional	\$ 2,023.43	\$ 707.52	\$ 2,730.95
6	\$ 2,638.09	\$ 884.37	\$ 3,522.46
Each Additional	\$ 2,387.43	\$ 884.37	\$ 3,271.80
7	\$ 3,368.50	\$ 707.52	\$ 4,076.02
Each Additional	\$ 3,097.94	\$ 707.52	\$ 3,805.46
EOW	\$ 161.11	\$ 153.60	\$ 314.71
1x Per Month	\$ 75.22	\$ 75.21	\$ 150.43

Pickups Per Week	5.0 Yard	County User Fee	Total
1	\$ 387.68	\$ 147.35	\$ 535.03
Each Additional	\$ 339.92	\$ 147.35	\$ 487.27
2	\$ 746.18	\$ 294.76	\$ 1,040.94
Each Additional	\$ 655.66	\$ 294.76	\$ 950.42
3	\$ 1,103.47	\$ 442.15	\$ 1,545.62
Each Additional	\$ 970.94	\$ 442.15	\$ 1,413.09
4	\$ 1,577.13	\$ 442.15	\$ 2,019.28
Each Additional	\$ 1,432.80	\$ 442.15	\$ 1,874.95
5	\$ 1,964.35	\$ 589.63	\$ 2,553.98
Each Additional	\$ 1,747.76	\$ 589.63	\$ 2,337.39
6	\$ 2,321.81	\$ 736.92	\$ 3,058.73
Each Additional	\$ 2,063.16	\$ 736.92	\$ 2,800.08
7	\$ 2,947.94	\$ 589.63	\$ 3,537.57
Each Additional	\$ 2,669.83	\$ 589.63	\$ 3,259.46
EOW	\$ 145.18	\$ 128.82	\$ 274.00
1x Per Month	\$ 68.00	\$ 63.14	\$ 131.14

Commercial Container Rent	All Sizes	County User Fee	Total
Per Month	\$ 26.16	\$ -	\$ 26.16

SPRINGFIELD COMPACTING CONTAINER RATES

(07/01/2025)

Pickups Per Week	2.0 Yard	County User Fee	Total
1	\$ 395.97	\$ 148.15	\$ 544.12
2	\$ 735.80	\$ 270.76	\$ 1,006.56
3	\$ 1,103.68	\$ 406.18	\$ 1,509.86
4	\$ 1,471.61	\$ 541.53	\$ 2,013.14
5	\$ 1,839.55	\$ 676.87	\$ 2,516.42
6	\$ 2,207.47	\$ 812.23	\$ 3,019.70
7	\$ 2,575.29	\$ 947.63	\$ 3,522.92
EOW	\$ 159.87	\$ 98.48	\$ 258.35
On Call	\$ 80.02	\$ 49.35	\$ 129.37

3.0 Yard	County User Fee	Total
\$ 578.63	\$ 238.01	\$ 816.64
\$ 1,157.41	\$ 475.96	\$ 1,633.37
\$ 1,629.82	\$ 823.41	\$ 2,453.23
\$ 2,172.24	\$ 1,098.73	\$ 3,270.97
\$ 2,716.34	\$ 1,372.35	\$ 4,088.69
\$ 3,259.73	\$ 1,646.83	\$ 4,906.56
\$ 3,802.91	\$ 1,921.36	\$ 5,724.27
\$ 275.52	\$ 111.69	\$ 387.21
\$ 138.01	\$ 55.99	\$ 194.00

Pickups Per Week	4.0 Yard	County User Fee	Total
1	\$ 773.21	\$ 317.39	\$ 1,090.60
2	\$ 1,452.15	\$ 731.90	\$ 2,184.05
3	\$ 2,178.21	\$ 1,097.96	\$ 3,276.17
4	\$ 2,904.31	\$ 1,463.86	\$ 4,368.17
5	\$ 3,630.37	\$ 1,829.91	\$ 5,460.28
6	\$ 4,356.42	\$ 2,195.80	\$ 6,552.22
7	\$ 5,082.52	\$ 2,561.81	\$ 7,644.33
EOW	\$ 370.26	\$ 150.11	\$ 520.37
On Call	\$ 185.09	\$ 75.08	\$ 260.17

Section 9: Utilities

SPRINGFIELD EXTRA CHARGE RATES

(07/01/2025)

<u>Container Size</u>	<u>Basic Charge</u>	<u>User Fee</u>	<u>Extra or Overflow Charge</u>	<u>On-Call Charge</u>
1.0 Yard	19.42	13.20	32.62	32.62
1.5 Yard	27.92	19.45	47.37	47.37
2.0 Yard	32.00	25.74	57.74	57.74
3.0 Yard	49.26	38.31	87.57	87.57
4.0 Yard	60.22	50.85	111.07	111.07
5.0 Yard	69.36	63.14	132.50	132.50
6.0 Yard	76.89	75.20	152.09	152.09

Can Charges

1 Can	4.10	1.46	5.56
2 Cans	8.18	2.90	11.08
3 Cans	12.27	4.38	16.65
4 Cans	16.29	5.74	22.03
5 Cans	20.38	7.27	27.65

Major Appliances

Stove - Refrigerator - Washer - Dryer - Hot Water Heater

Curbside	43.93	30.95	74.88
Backyard	58.10	30.95	89.05

Furniture

Sofas - Chairs

Curbside	23.42	13.95	37.37
Backyard	37.71	13.95	51.66

Mattress & Box Spring

(regardless of size)

Each piece	16.47	19.64	36.11
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Brush, Boxes, Demolition

Will be charged by volume and time. Volume equated to 32 gallon cans and time spent in loading.

Other Can Charges

Yard Waste Service w/ Foodwaste EOW	7.35	0.00	7.35
Additional YW w/ Foodwaste Pickup	7.35	0.00	7.35
Recycle Only Service EOW	5.73	0.00	5.73
Additional Recycle Pickup	7.43	0.00	7.43

Food Waste

32 Gal 1x per wk	18.76	0.00	18.76
64 Gal 1x per wk	27.40	0.00	27.40
1 YD 3x per wk	306.03	0.00	306.03

Section 9: Utilities

SPRINGFIELD DROP BOX CHARGES

(07/01/2025)

<u>Drop Box Size & Description</u>	<u>Basic Charge</u>		<u>User Fee</u>
20 YD	176.51	\$	105.67 per ton
30 YD	264.74	\$	105.67 per ton
40 YD	353.03	\$	105.67 per ton
Stationary Compactor Charge Per Cubic Yard	8.82	\$	105.67 per ton
Box Delivery Fee (Any Size)	34.58		
Spotting Fee & Relocate Box	34.58		
Demurrage Charge (Box Rental) Beginning after the seventh day Excluding Sunday and Holidays	8.91 per day		

SPRINGFIELD BIOMEDICAL CHARGES

10 Gallon Incinerated	30.67
20 Gallon Incinerated	35.85
35 Gallon Incinerated	43.89
1 Gallon Container	12.01

Fuel Tax

Motor Vehicle Fuel Dealer's Business License

(SMC 7.504(b)) No dealer shall sell, use, or distribute any motor vehicle fuel until he/she has secured a dealer's license as required herein. [Section 7.506 added by Ordinance 6042, enacted March 10, 2003.]

Per gallon of such motor vehicle sold, used, or distributed \$0.03

Failure to Secure (Motor Fuel Dealer's Business) License

(SMC 7.510(b)) If a dealer sells, distributes, or uses any motor vehicle fuel without first filing the certificate and obtaining the license required by section 7.506

Amount of tax determined to be due plus a penalty of 100% of the tax.

Payment of (Motor Fuel Dealer's) Tax and Delinquency

(SMC 7.518(2), 7.518 (3)) Except as provided in subsections (3) and (4) of this section, if payment of the license tax is not paid as required by subsection (1) of this section, a penalty of 1 percent of such license tax shall be assessed and be immediately due and payable. Except as provided in subsection (4) of this section, if the payment of the tax and penalty, if any, is not made on or before the 1st day of the next month following that month in which payment is due, a further penalty of 10 percent of the tax shall be assessed. Said penalty shall be in addition to the penalty provided for in subsection (2) of this section and shall be immediately due and payable.

Failure to File (Motor Fuel Dealer's) Monthly Statement

(SMC 7.522) If a dealer fails to file any statement required by section 7.520, the tax administrator shall proceed forthwith to determine from as many available sources as the tax administrator determines reasonable the amount of motor vehicle fuel sold distributed or used by such dealer for the period unreported, and such determination shall in any proceeding be prima facie evidence of the amount of fuel sold, distributed, or used. The tax administrator shall immediately assess the dealer for the license tax upon the amount determined, adding thereto a penalty of 10 percent of the tax. The penalty shall be cumulative to other penalties provided in this code.

Telecommunication Business License Tax, Fees, and Utility License

Telecommunication Business License Tax

(SMC 4.707 (1) and (3) added by Ordinance No. 6323, enacted July 21, 2014. See also SMC 4.602 Utility License Required.)

(1) All persons providing utility services in the City shall pay to the City of Springfield a utility tax in the amount of five percent of gross revenues, as herein defined, subject to limitations in other state or federal laws.

Gross revenue	5%
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(3) All utilities owned and operated by the City of Springfield, except a municipal utility as defined in ORS 757.005(1), shall pay to the City of Springfield a utility tax fixed by resolution of the Council. (Fee set by Resolution 11-23, June 20, 2011, Resolution 1, Ordinance 4. April 1, 2013, Resolution 2013-15, November 1, 2013, Resolution 2018-30, November 5, 2018).

City of Springfield utilities	Gross Revenue	5%
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Compensation Fee for Use of Public Ways

(SMC 4.706 (1) added by Ordinance No. 6311, enacted March 3, 2014; amended by Ordinance No. 6323, enacted July 21, 2014. See also SMC 4.602 Utility License Required.) Fee set by Resolution 11-23, June 20, 2011.

All persons not parties to a franchise or public way use agreement and occupying the public ways for placement of utility facilities but not providing utility service within the City shall pay a fee, in an amount fixed by resolution of the Council for each foot or portion thereof occupied, subject to limitations in other state or federal laws.

Per foot	\$4.00
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Telecommunication License Application Fee

(SMC 4.702, Ordinance No. 5891, enacted May 18, 1998; amended by Ordinance No. 6203, enacted July 16, 2007)

Any applicant for a license, including a renewal or amendment of an existing license. An applicant whose license or franchise application has been withdrawn, abandoned, or denied within 60 days of its application and review fee written request, shall be refunded the balance of its deposit under this section, less:

New and including renewal of existing License(s)	\$55.927.5%
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Administration fee will be applied when imposed or collected.

Compensation for City Property

(SMC 4.710 Ordinance No. 5891, enacted May 18, 1998; amended by Ordinance No. 6203, enacted July 16, 2007) If the right is granted, by lease, license, franchise, or other manner, to use and occupy City property other than the public ways for the installation of facilities.

Attachment to City-Owned Pole Property	Per Year	\$250 per pole Other City Fee assessed per property
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Section 10: System Development Charges

The System Development Charges are annually increased by an inflationary rate on July 1 of each year.

The following fees shall be charged for the development activities of the City:

Calculating the SDC

The SDC charges for each development are calculated using the worksheet shown as Exhibit 2.

The Storm Sewer SDC is based on square feet of impervious surface area. The Sanitary Sewer SDC is based on drainage fixture units as defined by the April 2000 Oregon Amendments to the 1997 Uniform Plumbing Code. The Transportation SDC is based on average weekday trip generation rates as published in the latest edition of the Transportation Engineers (ITE) Trip Generation Manual. More detailed information on calculating the fees for each system is shown below:

Storm Drainage

The storm drainage SDC is paid by all new residential, commercial, and industrial development. The charge is based on the square footage of the impervious surface area of the development. Impervious surfaces typically consist of concrete, asphalt, and roofing. The cost per square foot of impervious surface area is \$0.849. In applying the SDC, the cost per square foot is applied to the amount of impervious surface area measured at the time the building permit is issued.

FORMULA: STORM DRAINAGE SDC = IMPERVIOUS SQUARE FEET x \$0.849/SQUARE FOOT

A 50% credit will be given for the portion of impervious area served by a drywell sized and constructed to City of Springfield Standard Construction Specifications. A SDC credit will also be given for peak ten-year runoff reduction based on documentation provided by the developer and approved by the City.

Sanitary Sewer-City

The charge is paid by all new commercial, industrial, and residential development. To calculate the impact of new development on the sanitary sewer system, the City uses the number of drainage fixture units (DFU) as the basis of the charge.

Residential rate increases to \$291.83 per DFU.

FORMULA: Residential City sanitary sewer SDC = number of DFU x \$291.83

Commercial/Industrial is \$291.83 per DFU.

FORMULA: Commercial/industrial City sanitary sewer SDC = number of DFU x \$291.83

fixture unit (DFU) calculation table

<u>Fixture type</u>	<u>Unit Equivalent</u>
Bathtub	3
Drinking Fountain	1
Floor Drain, Floor Sink	3
Interceptors for Grease/Oil/Solids/etc.	3
Interceptors for Sand/Auto Wash/etc.	6
Laundry Tub	2
Clothes washer/Mop Sink	3
Clothes washer- 3 or more (each)	6
Mobile Home Park trap (1 per trailer)	12
Receptor for Refrigerator	1

Section 10: System Development Charges

Receptor for Commercial sink/dishwasher/etc.	3
Shower, Single stall	2
Shower, Gang (number of heads)	2
Sink: Commercial, Residential Kitchen	3
Sink: Commercial bar	2
Sink: Wash basin/Double lavatory	2
Sink: Single lavatory/Residential bar	1
Urinal, Stall/Wall	5
Toilet, Public installation	6
Toilet, Private installation	3

Transportation

This SDC is charged on new commercial, industrial, professional, and residential development or change of use. It helps support expansion of arterial and collector roads, traffic signals, and street lighting. The SDC is based on the trip rate of the specific type of development and the cost per trip. The cost per trip is \$455.55 for all use types. A new trip factor is applied to omit short pass-by trips, diverted trips, and other linked trips. Trip rates for developments are based on the current Institute for Transportation Engineers' (ITE's) Trip Generation Manual, or the developer can submit a trip generation study outlined and approved by the City of Springfield. A partial list of trip rates is in the Transportation Fee Schedule, Exhibit 3.

FORMULA: Number of Trips X Unit X \$455.55 X New Trip Factor Sanitary

Sewer (MWMC)

The Metropolitan Wastewater Management Commission (MWMC) Facility Equalization Charge is a reimbursement fee for the reserve capacity that was constructed to serve new growth. This fee is designed to reimburse the community for its equity in the treatment plant's reserve capacity. Newly developed properties, change of use, or other properties that are connecting to the wastewater treatment system for the first time will pay the equalization charge. New development receives credit for past bond payments on existing debt and for contributions to qualified offsite public improvements. See Exhibit 4, Attachments C. The Flow Estimation Units (FEU) is used for the MWMC Facility Equalization Charge.

Formula: NUMBER OF FEU x COST PER FEU + \$10 ADMIN. FEE

Administrative Cost

The SDC legislation allows the City to recover its costs for complying with the required changes. A seven and a half percent (7.5%) administrative fee will be added to cover the cost of developing the SDC, establishing accounting mechanisms and administering the ongoing program.

Residential SDC Payment Deferral Program

(SMC 3.412) (4) The purchaser of a home or multifamily dwelling may elect to finance system development charges over a period of 10 years, billed in equal semiannual installments, plus interest and fees.

Interest Rate – Unbonded Average City Earnings Rate
plus 2%

Interest Rate – Bonded

Bond Rate plus 1.5%

Deferral Administrative Fee

\$53.35

Installment Late Payment Fee 10% of Overdue Installment

Section 10: System Development Charges

Short-Term SDC Payment Deferral Program

(City Policy) Whenever the total SDC due for a Building Permit exceeds \$10,000 the applicant may elect to enter into a short-term SDC Deferral Agreement. The Agreement is in the form of a potential lien and must be signed prior to Building Permit issuance. The SDC Deferral Agreement allows the applicant to pay a minimum of \$10,000 toward the total SDC due prior to the City issuing the Building Permit. The balance of the SDC due must be paid in full prior to the City issuing a Certificate of Occupancy for the building.

Initial SDC Payment	\$10,000.00 at Building Permit Issuance
Final SDC Payment	Balance of SDC Due prior to Certificate of Occupancy

SDC Credit Certificate Administration Fees

(SMC 3.417) (1) In the event a credit authorized under section 3.416(2) is greater than the amount of the charge due, the City shall upon request of the developer, issue to the developer a certificate, documenting the amount of the credit in excess of the charge.

(2) Such certificate may be redeemed by the developer and applied to future charges for that type of capital improvement, provided such redemption shall occur not later than 10 years after the date of issuance of the certificate.

(3) Any developer issued a certificate shall pay to the City, at the time of issuance, and annually thereafter until such certificate is redeemed, an administrative fee fixed by resolution of the Council. Failure to timely pay such annual fee shall not invalidate a certificate, but no certificate shall be transferred or redeemed until all annual fees shall have been paid.

(4) The certificate may be redeemed in whole or in parts. If the certificate is redeemed in part, the City shall, upon delivery of the certificate, issue a new certificate documenting the remaining credit available. Such reissued certificate shall expire 10 years after the date of the original certificate and shall be considered a new certificate for purposes of the administrative fee.

(5) Such certificate may be transferred, in whole or in part, to another person, provided, however, that no such transfer shall be effective until the holder of the certificate shall surrender the same and a new certificate or certificates issued.

Initial SDC Credit Certificate Fee	\$250.00
Annual Certificate Maintenance Fee	\$250.00

Exhibit 1 CITY OF SPRINGFIELD TRIP GENERATION RATES**(I.T.E. 11TH EDITION)**

Code	Land Use	Rate	Unit	New Trip Factor (NTF)
90	PARK-&-RIDE W/ BUS OR LT. RAIL SERV.	3.24	PARKING SPACE	1
110	GENERAL LIGHT INDUSTRIAL	4.87	TGSF	0.95
130	INDUSTRIAL PARK	3.37	TGSF	1
140	MANUFACTURING	4.75	TGSF	0.95
150	WAREHOUSING	1.71	TGSF	0.95
151	MINI-WAREHOUSE	1.45	TGSF	0.95
170	UTILITY	12.29	TGSF	0.95
210	SINGLE-FAMILY DWELLING/ DUPLEX	9.43	DU	1
220	MULTIFAMILY HOUSING (LOW-RISE)	6.74	DU	1
221	MULTIFAMILY HOUSING (MID-RISE)	4.54	DU	1
222	MULTIFAMILY HOUSING (HIGH-RISE)	4.54	DU	1
240	MOBILE HOME PARK	7.12	DU	1
251	SENIOR ADULT HOUSING-DETACHED	4.31	DU	1
252	SENIOR ADULT HOUSING-ATTACHED	3.24	DU	1
253	CONGREGATE CARE FACILITY	2.21	DU	1
254	ASSISTED LIVING	2.60	BEDS	1
310	HOTEL	7.99	ROOM	0.85
320	MOTEL	3.35	ROOM	1
411	PUBLIC PARK	0.78	ACRE	1
430	GOLF COURSE	3.74	ACRE	1
435	MULTIPURPOSE RECREATION FACILITY	35.80	TGSF	1
437	BOWLING ALLEY	11.60	TGSF	1
440	ADULT CABARET	386.70	TGSF	1
445	MOVIE THEATER	220.00	MOVIE SCREEN	1
488	SOCCER COMPLEX	71.33	FIELD	1
490	TENNIS COURT	30.32	COURT	0.85
491	RACQUET/TENNIS CLUB	27.71	COURT	0.85
492	HEALTH/FITNESS CLUB	39.20	TGSF	0.85
495	RECREATIONAL COMMUNITY CENTER	28.82	TGSF	0.85
520	ELEMENTARY SCHOOL	2.27	STUDENT	0.85
522	MIDDLE/JUNIOR HIGH SCHOOL	2.10	STUDENT	0.85
525	HIGH SCHOOL	1.94	STUDENT	0.85
540	JUNIOR/COMM. COLLEGE	1.15	STUDENT	0.85
560	CHURCH	7.60	TGSF	1
565	DAY CARE FACILITY	4.09	PER ENROLLEE	1
590	LIBRARY	72.05	TGSF	0.5
610	HOSPITAL	10.77	TGSF	0.85
620	NURSING HOME	3.06	BED	0.95
630	CLINIC	37.60	TGSF	0.95
710	GENERAL OFFICE BUILDING	10.84	TGSF	0.9
714	CORPORATE HEADQUARTERS BLDG	7.95	TGSF	0.9
715	SINGLE TENANT OFFICE BLDG	13.07	TGSF	0.9
720	MEDICAL/DENTAL, VET. OFFICE	36.00	TGSF	0.85
730	GOVERNMENT OFFICE BUILDING	22.59	TGSF	0.9
732	US POST OFFICE	103.94	TGSF	0.75
750	OFFICE PARK	11.07	TGSF	0.9
770	BUSINESS PARK	12.44	TGSF	0.9
812	BLDG. MATERIALS & LUMBER	17.05	TGSF	0.75
813	FREE STANDING DISCOUNT SUPERSTORE	50.52	TGSF	0.71
814	VARIETY STORE	63.66	TSFGLA	0.66
815	FREE STANDING DISCOUNT STORE	53.87	TGSF	0.77
816	HARDWARE/PAINT STORE	8.07	TGSF	0.74
817	NURSERY (GARDEN CENTER)	68.10	TGSF	0.75

Exhibits: Section 10

818	NURSERY (WHOLESALE)	39.00	TGSF	0.75
820	SHOPPING CENTER >150TGSF	37.01	TGFGLA	0.65
821	SHOPPING PLAZA (40 - 150 TGSF)	67.52	TSFGLA	0.45
822	STRIP RETAIL PLAZA	54.45	TSFGLA	0.35
823	FACTORY OUTLET CENTER	26.59	TSFGLA	0.65
840	AUTO SALES	27.84	TGSF	0.85
843	AUTO PARTS SALES	54.57	TGSF	0.9
848	TIRE STORE	27.69	TGSF	0.72
850	SUPERMARKET	93.84	TGSF	0.64
851	CONVENIENCE STORE	762.28	TGSF	0.49
876	APPAREL STORE	66.40	TGSF	0.55
880	PHARMACY W/O DRIVE-THRU	90.08	TGSF	0.47
881	PHARMACY W/ DRIVE-THRU	108.40	TGSF	0.51
882	MARIJUANA DISPENSARY	211.12	TGSF	0.51
890	FURNITURE STORE	6.30	TGSF	0.47
895	BEVERAGE CONTAINER RECYCLING DEPOT	9.78	TGSF	0.5
897	MEDICAL EQUIPMENT STORE	6.00	TGSF	0.9
911	WALK-IN BANK	121.30	TGSF	0.75
912	DRIVE-IN BANK	100.35	TGSF	0.65
926	FOOD CART POD	61.60	PER CART	0.55
931	FINE DINING RESTAURANT	83.84	TGSF	0.56
932	HIGH TURNOVER (SITDOWN) REST	107.20	TGSF	0.57
933	FAST FOOD RESTAURANT- no drivethru	450.49	TGSF	0.5
934	FAST FOOD Rest. (or coffee cart)- with drivethru	467.48	TGSF	0.5
935	FAST FOOD with drivethru-no indoor seating	430.00	TGSF	0.4
941	QUICK LUBE VEHICLE SHOP	40.00	SVC POSIT	0.85
942	AUTOMOBILE CARE CENTER	31.10	TGSF	0.9
944	GASOLINE/SERVICE STATION	172.01	VFP	0.58
945	GAS STATION WITH CONVENIENCE STORE	265.12	VFP	0.44
947	SELF SERVICE CAR WASH	108.00	STALL	0.65
975	DRINKING PLACE	113.60	TGSF	0.5

Exhibit 2 page 1

Metropolitan Wastewater Management Commission Regional Wastewater SDC Fee Schedule - Effective July 1, 2025				July 1, 2025					
Springfield Traffic/Waste water Code	Type of Establishment	Flow Estimation Unit (FEU)	Base Flow Impact (gal/FEU/day)	Strength	Reimburse- ment Cost per FEU	Improvement Cost per FEU	Compliance Cost per FEU	Improvement Credit for Rate Support	Total Cost per FEU
30	TRUCK TERMINAL	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
151	MINI WAREHOUSE	TGSF	30	Low	\$28.91	\$350.13	\$3.91	\$41.81	\$341.14
170	UTILITIES	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
200	OTHER RESIDENTIAL (SFD W/OTHER USES)	DU	175	Low	\$168.65	\$2,042.45	\$22.81	\$243.90	\$1,990.00
220	OTHER RESIDENTIAL - MULTI FAMILY	DU	150	Low	\$144.56	\$1,750.67	\$19.55	\$209.06	\$1,705.72
200	OTHER RESIDENTIAL - RESIDENTIAL HOTEL/MOTEL	TGSF	200	Low	\$192.74	\$2,334.22	\$26.06	\$278.74	\$2,274.29
240	OTHER RESIDENTIAL - MOBILE HOME PARK	DU	150	Low	\$144.56	\$1,750.67	\$19.55	\$209.06	\$1,705.72
220	OTHER RESIDENTIAL - SMALL HOME <= 800 SQ FT	DU	150	Low	\$144.56	\$1,750.67	\$19.55	\$209.06	\$1,705.72
210	SFD / DUPLEX	DU	175	Low	\$168.65	\$2,042.45	\$22.81	\$243.90	\$1,990.00
320/310	MOTEL / HOTEL	TGSF	200	Medium	\$319.85	\$3,219.45	\$36.51	\$372.76	\$3,203.05
411	PUBLIC PARK	TGSF	160	Low	\$154.20	\$1,867.38	\$20.85	\$222.99	\$1,819.43
435	MULTIPURPOSE RECREATION FACILITY (Indoor)	TGSF	160	Low	\$154.20	\$1,867.38	\$20.85	\$222.99	\$1,819.43
444	THEATER	TGSF	160	Low	\$154.20	\$1,867.38	\$20.85	\$222.99	\$1,819.43
488	OUTDOOR ATHLETIC COMPLEX	TGSF	160	Low	\$154.20	\$1,867.38	\$20.85	\$222.99	\$1,819.43
490	TENNIS COURT	TGSF	160	Low	\$154.20	\$1,867.38	\$20.85	\$222.99	\$1,819.43
491	RACQUET CLUB	TGSF	160	Low	\$154.20	\$1,867.38	\$20.85	\$222.99	\$1,819.43
492	HEALTH CLUB	TGSF	160	Low	\$154.20	\$1,867.38	\$20.85	\$222.99	\$1,819.43
437	BOWLING ALLEY	TGSF	160	Low	\$154.20	\$1,867.38	\$20.85	\$222.99	\$1,819.43
495	RECREATIONAL CENTER	TGSF	160	Low	\$154.20	\$1,867.38	\$20.85	\$222.99	\$1,819.43
500	INDUSTRIAL PROCESS LOW STRENGTH	TGALEF	1000	Low	\$963.72	\$11,671.12	\$130.32	\$1,393.71	\$11,371.46
500	INDUSTRIAL PROCESS MEDIUM STRENGTH	TGALEF	1000	Medium	\$1,599.26	\$16,097.27	\$182.53	\$1,863.79	\$16,015.27
500	INDUSTRIAL PROCESS HIGH STRENGTH	TGALEF	1000	High	\$2,446.64	\$21,998.81	\$252.15	\$2,490.56	\$22,207.03
500	INDUSTRIAL PROCESS VERY HIGH STRENGTH	TGALEF	1000	Very High	\$3,294.02	\$27,900.34	\$321.76	\$3,117.34	\$28,398.78
500	INDUSTRIAL PROCESS SUPER HIGH STRENGTH	TGALEF	1000	Super High	\$4,141.40	\$33,801.88	\$391.37	\$3,744.12	\$34,590.54
520	ELEMENTARY SCHOOL	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
522	MIDDLE SCHOOL	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
530	HIGH SCHOOL	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
540	COMMUNITY COLLEGE	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
550	UNIVERSITY	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
560	CHURCH	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
565	DAY CARE CENTER	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
590	LIBRARY	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
591	FRATERNAL ORGANIZATION	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
945	SERVICE STATION / MARKET	TGSF	180	Medium	\$287.87	\$2,897.51	\$32.86	\$335.48	\$2,882.75
610	HOSPITAL	TGSF	150	Medium	\$239.89	\$2,414.59	\$27.38	\$279.57	\$2,402.29
620	NURSING HOME	TGSF	150	Low	\$144.56	\$1,750.67	\$19.55	\$209.06	\$1,705.72
630	CLINIC, MEDICAL OFFICE	TGSF	150	Low	\$144.56	\$1,750.67	\$19.55	\$209.06	\$1,705.72
934	FAST FOOD RESTAURANT	TGSF	500	Very High	\$1,647.01	\$13,950.17	\$160.88	\$1,558.67	\$14,199.39
720	VETERINARIAN SERVICES	TGSF	200	Low	\$192.74	\$2,334.22	\$26.06	\$278.74	\$2,274.29
750	OFFICE PARK	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
770	BUSINESS PARK	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
730	GOVERNMENT BUILDING	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
732	US POST OFFICE	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
876	RETAIL	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
931	QUALITY RESTAURANT	TGSF	500	Very High	\$1,647.01	\$13,950.17	\$160.88	\$1,558.67	\$14,199.39
932	HIGH TURNOVER RESTAURANT	TGSF	500	Very High	\$1,647.01	\$13,950.17	\$160.88	\$1,558.67	\$14,199.39
937	EATING PLACE WITH MINIMAL FOOD PREPARATION***	TGSF	300	Low	\$289.12	\$3,501.33	\$39.10	\$418.11	\$3,411.44
835	DRINKING PLACE WITH MINIMAL FOOD PREPARATION****	TGSF	340	Low	\$327.67	\$3,968.18	\$44.31	\$473.86	\$3,866.30
932	DRINKING PLACE WITH RESTAURANT LIKE FOOD PREPARATION	TGSF	500	Very High	\$1,647.01	\$13,950.17	\$160.88	\$1,558.67	\$14,199.39
925	DRINKING PLACE	TGSF	340	Low	\$327.67	\$3,968.18	\$44.31	\$473.86	\$3,866.30
840	AUTO CARE	TGSF	40	Medium	\$63.97	\$643.89	\$7.30	\$74.55	\$640.61
841	NEW CAR SALES	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
947	CAR WASH	TGSF	500	Low	\$481.86	\$5,835.56	\$65.16	\$696.85	\$5,685.73
848	TIRE STORE	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
850	SUPERMARKET	TGSF	180	High	\$440.40	\$3,959.79	\$45.39	\$448.30	\$3,997.26
851	CONVENIENCE MARKET	TGSF	180	Low	\$173.47	\$2,100.80	\$23.46	\$250.87	\$2,046.86
854	DISCOUNT MARKET	TGSF	30	Low	\$28.91	\$350.13	\$3.91	\$41.81	\$341.14
890	FURNITURE STORE	TGSF	30	Low	\$28.91	\$350.13	\$3.91	\$41.81	\$341.14
895	VIDEO ARCADE	TGSF	160	Low	\$154.20	\$1,867.38	\$20.85	\$222.99	\$1,819.43
911	FINANCIAL INSTITUTION	TGSF	110	Low	\$106.01	\$1,283.82	\$14.34	\$153.31	\$1,250.86

Exhibit 2 page 2

Metropolitan Wastewater Management Commission Regional Wastewater SDC Fee Schedule - Effective July 1, 2025		July 1, 2025							
Springfield Traffic/Waste water Code	Type of Establishment	Flow Estimation Unit (FEU)	Base Flow Impact (gal/FEU/day)	Strength	Reimburse- ment Cost per FEU	Improvement Cost per FEU	Compliance Cost per FEU	Improvement Credit for Rate Support	Total Cost per FEU
251	ELDERLY HOUSING - DETACHED	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
252	ELDERLY HOUSING - ATTACHED	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
253	CONGREGATE ELDERLY CARE FACILITY	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
120	HEAVY INDUSTRY/INDUSTRIAL**	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
120	HEAVY INDUSTRY/INDUSTRIAL**	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
120	HEAVY INDUSTRY/INDUSTRIAL**	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
120	HEAVY INDUSTRY/INDUSTRIAL**	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
120	HEAVY INDUSTRY/INDUSTRIAL	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
710	GENERAL OFFICE BLDG	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
860	WHOLESALE TRADE	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
870	CLOTHING / DRYGOODS / HOUSEWARES	TGSF	30	Low	\$28.91	\$350.13	\$3.91	\$41.81	\$341.14
820	LAUNDRY	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
900	OTHER SERVICES	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
110	CONSTRUCTION TRADE	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
440	OTHER EDUCATIONAL/CULTURAL	TGSF	50	Low	\$48.19	\$583.56	\$6.52	\$69.69	\$568.57
450	OTHER ENTERTAINMENT	TGSF	160	Low	\$154.20	\$1,867.38	\$20.85	\$222.99	\$1,819.43
820	SHOPPING CENTER	TGSF	100	Low	\$96.37	\$1,167.11	\$13.03	\$139.37	\$1,137.15
ABBREVIATIONS		NOTES							
TGSF - THOUSAND GROSS SQUARE FEET		* Calculated as average flow X 8.345 X strength							
TSFGLA - THOUSAND SQUARE FEET GROSS LEASABLE AREA		** Process flow is in addition to other flow							
DU - DWELLING UNIT		*** Minimal food preparation - food is assembled from prepackaged food proc							
TGALEF - THOUSAND GALLONS ESTIMATED FLOW		**** Includes coffee houses and juice bars where appropriate							
VFP - VEHICLE FUELING POSITIONS									

Section 11: Signs Permit Fees

FY25 Fees, Proposed FY26 Fees and Redlined changes presented in the table at the end of Section 11.

Administrative Fee:

(Resolution 2024-38) All applications/permits/fees will be assessed a 7.5% administrative fee.

The following fees shall be charged for the Building and Safety activities of the City.

Sign Code Plan Review

(SMC 8.218(1))

Permit Applications. Two complete sets of plans, engineering calculations, diagrams and other data shall be submitted with each application for a permit. The building official may require plans, computations and specifications to be prepared and designed by an engineer or architect.

- (a) A scaled plot plan with building dimensions, setback and location of proposed signs shall be submitted with the sign permit application. A photograph of each facade of the building shall be submitted.
- (b) A scaled elevation drawing shall be submitted in addition to the above requirements if a wall mounted sign will be erected.
- (c) A description of materials, anchors, footings and attachment systems shall be provided.
- (d) For all freestanding, pole or projecting signs over 20 feet in height, plans shall be submitted, drawn by a registered engineer.
- (e) Each application shall include photographs of existing signage on the property associated with the business.
- (f) If the application is for a billboard, the application must include an approved permit from the state of Oregon under the Oregon Motorists Information Act of 1971 (ORS 377.700 et seq.) prior to the erection of the billboard.

Sign Permit Fees

(SMC 8.218(2)) (2)

Permit-Fees. Sign permit fees for permanent and temporary signs, excluding electrical, shall be set by resolution of the Council. Only one face of a double-faced sign will be used for calculation purposes. Each sign shall be considered separately when calculating plan review and sign permit charges.

Temporary Sign Permit Fee

(SMC 8.218 (3))

Temporary Sign Permit Fees. Four permits for each approved development area shall be permitted per calendar year. The fee for each permit shall be set by resolution by the Council. No temporary sign(s) shall be larger than 60 square feet and be erected for a maximum of 30 consecutive days per each permit. The temporary sign(s) shall be located completely on private property and shall be in compliance with the required setbacks as identified in Springfield Municipal Code. A security deposit is required when this permit is issued. If the applicant fails to remove the temporary sign(s) by the date specified on the permit, the deposit shall be forfeited, and the City may remove the temporary sign(s). If any temporary signs are erected without first obtaining a permit, the permit fee shall be doubled. Temporary signs erected by or for the City for City-sponsored events, authorized by the City, or for the park district, utility company, or hospital for community events are exempt.

Sign Code Modification Fee

(SMC 8.238(2))

Section 11: Signs Permit Fees

A modification is defined as a request for a sign that complies with the provisions of this sign code in all respects except size or height and the proposed request is not more than 15 percent greater than otherwise allowed. If the applicant chooses to apply for a modification to the sign code, they may apply through the development services department for a cost set by resolution of the council. This modification request will be reviewed, and a decision reached by the Development and Public Works Director within 30 days of the application, providing the application is complete.

The following criteria must be met in order for a modification to be approved:

- (a) Locational and/or dimensional problems have been identified; and
- (b) The proposed adjustment will not cause any of the following adverse effects on neighboring properties:
 - (i) Creates a vision clearance hazard for pedestrians, motor vehicles or bicyclists; or
 - (ii) Creates a hazard for fire prevention or fire suppression; or
 - (iii) Public safety is compromised; and
- (c) The hardship is not self-imposed.

Sign Code Appeal Fee (Building Board of Appeals)

(SMC 8.238(5)) An applicant who is denied a modification request may appeal the decision of the Development and Public Works Department to the Building Board of Appeals for a cost set by resolution of the Council. The request will be reviewed by the Board and a decision reached within 30 days of the application date.

Sign Code Appeal Fee (City Council Appeal)

(SMC 8.238(6)) An applicant may appeal the decision of the Board of Appeals regarding an appeal of a modification or a variance to the City Council for a cost set by resolution of the Council. The City Council's decision is final except that or a writ of review to Circuit Court is available to appeal the City Council's decision pursuant to Oregon law. [Section 8.238 amended by Ordinance No. 6008, enacted March 18, 2002.]

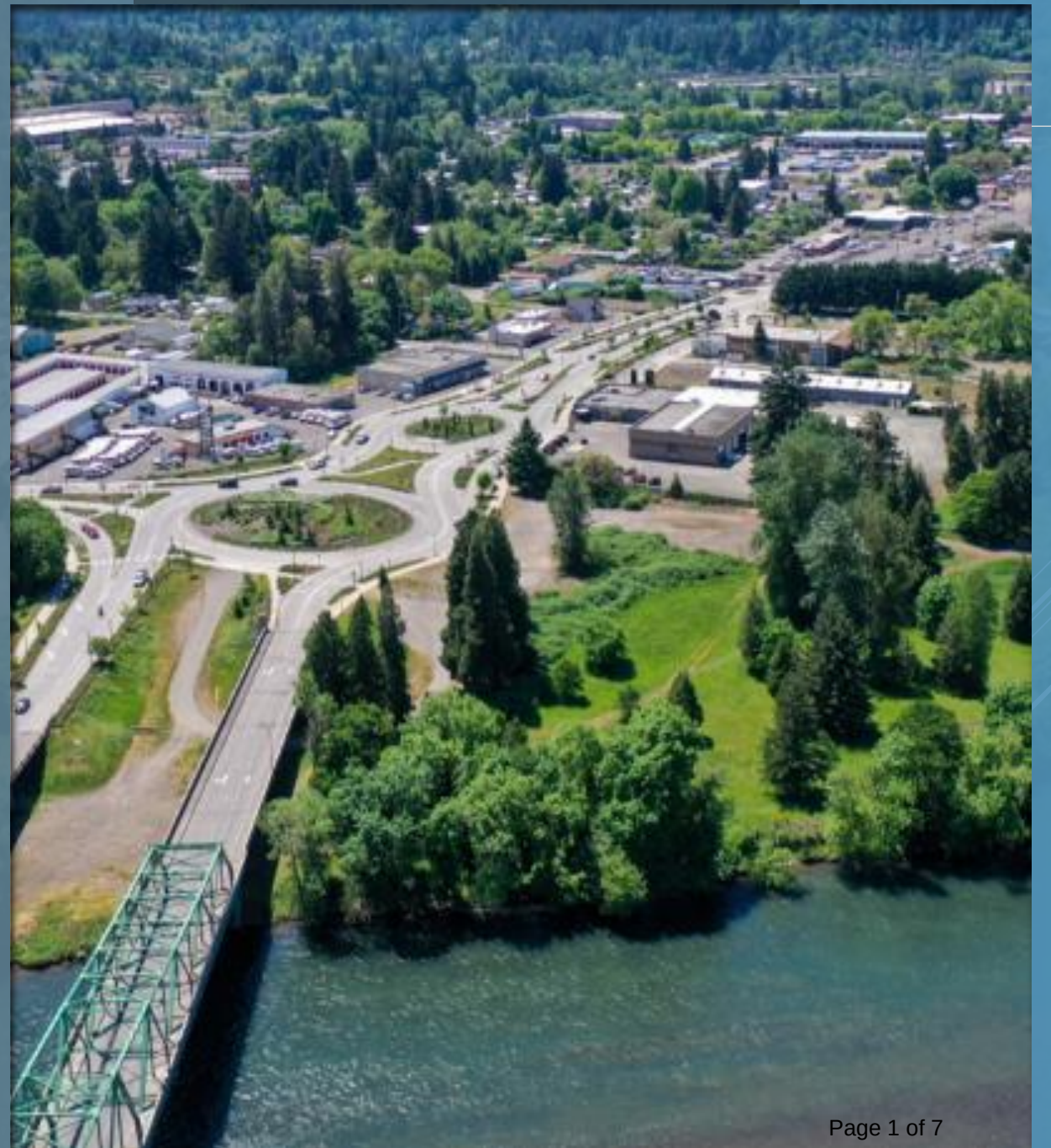
Sign Code Variance Fee

(SMC 2.568(5)) Hear appeals from the sign code as provided in Chapter 8, Section 8.238 of the Springfield Municipal Code.

Sign Permit Fee table			
Two complete sets of plans, engineering calculations, diagrams and other data shall be submitted with each application for a permit. The building official may require plans, computations and specifications to be prepared and designed by an engineer or architect. (a)A scaled plot plan with building dimensions, setback and location of proposed signs shall be submitted with the sign permit application. A photograph of each facade of the building shall be submitted. (b)A scaled elevation drawing shall be submitted in addition to the above requirements if a wall mounted sign will be erected. (c)A description of materials, anchors, footings and attachment systems shall be provided. (d)For all freestanding, pole or projecting signs over 20 feet in height, plans shall be submitted, drawn by a registered engineer. (e)Each application shall include photographs of existing signage on the property associated with the business. (f)If the application is for a billboard, the application must include an approved permit from the state of Oregon under the Oregon Motorists Information Act of 1971 (ORS 377.700 et seq.) prior to the erection of the billboard.			
Valuation	Fee FY2025	Proposed Fee FY2026	Change
Sign Code Plan review	\$52.00	\$54.00	\$2.00
Sign Permit Fees - 0-35 square feet	\$98.00	\$103.00	\$5.00
Sign Permit Fees - 36-to 60 square feet	\$135.00	\$142.00	\$7.00
Sign Permit Fees - 61 to 100 square feet	\$196.00	\$206.00	\$10.00
Sign Permit Fees - 101 to 150 square feet	\$207.00	\$218.00	\$11.00
Sign Permit Fees - 151 to 200 square feet	\$244.00	\$257.00	\$13.00
Sign Permit Fees - 201 to 300 square feet	\$306.00	\$322.00	\$16.00
Sign Permit Fees - 301 to 400 square feet	\$368.00	\$388.00	\$20.00
Temporary Sign Permit Fee			
Four permits for each approved development area shall be permitted per calendar year. The fee for each permit shall be set by resolution by the Council. No temporary sign(s) shall be larger than 60 square feet and be erected for a maximum of 30 consecutive days per each permit. The temporary sign(s) shall be located completely on private property and shall be in compliance with the required setbacks as identified in Springfield Municipal Code. A security deposit is required when this permit is issued. If the applicant fails to remove the temporary sign(s) by the date specified on the permit, the deposit shall be forfeited, and the City may remove the temporary sign(s). If any temporary signs are erected without first obtaining a permit, the permit fee shall be doubled. Temporary signs erected by or for the City for City-sponsored events, authorized by the City, or for the park district, utility company, or hospital for community events are exempt. (SMC 8.218 (3))			
Temporary Sign Permit Fee - Per Permit	\$122.00	\$128.00	\$6.00
Plus security deposit	\$122.00	\$128.00	\$6.00
Sign Code Modification Fee			
A modification is defined as a request for a sign that complies with the provisions of this sign code in all respects except size or height and the proposed request is not more than 15 percent greater than otherwise allowed. If the applicant chooses to apply for a modification to the sign code, they may apply through the development services department for a cost set by resolution of the council. This modification request will be reviewed, and a decision reached by the Development and Public Works Director within 30 days of the application, providing the application is complete. The following criteria must be met in order for a modification to be approved: (a)Locational and/or dimensional problems have been identified; and (b)The proposed adjustment will not cause any of the following adverse effects on neighboring properties: (i)Creates a vision clearance hazard for pedestrians, motor vehicles or bicyclists; or (ii)Creates a hazard for fire prevention or fire suppression; or (iii)Public safety is compromised; and (c)The hardship is not self-imposed.			
Sign Code Modification Fee - Per application	\$244.00	\$257.00	\$13.00
Sign Code Appeal Fee (Building Board of Appeals)			
(SMC 8.238(5)) An applicant who is denied a modification request may appeal the decision of the Development and Public Works Department to the Building Board of Appeals for a cost set by resolution of the Council. The request will be reviewed by the Board and a decision reached within 30 days of the application date.			
Sign Code Appeal Fee - per application	\$184.00	\$194.00	\$10.00
Sign Code Appeal Fee (City Council Appeal)			
(SMC 8.238(6)) An applicant may appeal the decision of the Board of Appeals regarding an appeal of a modification or a variance to the City Council for a cost set by resolution of the Council. The City Council's decision is final except that or a writ of review to Circuit Court is available to appeal the City Council's decision pursuant to Oregon law. [Section 8.238 amended by Ordinance No. 6008, enacted March 18, 2002.]			
Sign Code Appeal Fee - per application	\$122.00	\$128.00	\$6.00
Sign Code Variance Fee			
(SMC 2.568(5)) Hear appeals from the sign code as provided in Chapter 8, Section 8.238 of the Springfield Municipal Code.			
Sign Code variance Fee - per application	\$368.00	\$388.00	\$20.00

ANNUAL MASTER FEES AND CHARGES – REVIEW & PROPOSAL

Jeff Paschall, May 5,
2025, Work Session



PRESENTATION OUTLINE

- Background
- Proposed Changes
- Rationale
- Impact



- The City Council is responsible for determining the schedule of City fees and charges.
- Fees are a critical revenue source that supports City services and programs.
- The City is committed to maintaining a fair and reasonable fee structure.
- To streamline the process, fees are consolidated into one comprehensive document.

City Service Areas Included:

- General
- Fire & Life Safety Services
- Library
- Municipal Court
- Police
- Building Safety
- Engineering
- Land Development & Planning
- Utilities
- System development Charges (SDCs)
- Signs

BACKGROUND

Consumer price Index:

The CPI represents the rate of increase in prices for goods and/or services over a given period and affects City budgets by raising costs relating to materials, services, and personnel. When fees do not keep up with inflation, fee revenue may fall behind costs, resulting in a deficit that is either subsidized by other funding or balanced through cost reductions.

Alternative Escalator – Labor rate:

Staff evaluated each of the MF&C sections through a lens of cost recovery appropriate to each section. Since the fees listed in the MF&C Schedule are derived from multiple departments within the City, the City's labor rate is a significant factor that can influence fees. Staff has calculated that the rate increase from FY25 to FY26 wages is 5.5%.

	Jan. FY22	Jan. FY23	Jan. FY24	Jan. FY25
BLS CPI	7.7%	6.3%	3.3%	2.4%
Labor Rate	1.6%	5.0%	4.4%	5.5%

PROPOSED CHANGES

RATIONALE

- Proposed changes to the MF&C Schedule reflect the following escalation factors:

- **5.5%** increase for fees driven by staffing costs

- **2.4%** increase for fees tied to CPI inflation

- Each fee was reviewed individually by staff

- Some fees remain unchanged in this adjustment cycle

- Fees are rounded to the nearest whole dollar when possible

- Changes are organized by section; full details are provided in Attachment 2

IMPACT OF 1% FEE CHANGE

A 1% change in fees results in an estimated \$67,000 impact to City revenue, based on the average of the past three fiscal years.

Fund	3 Yrs Average	% Change	\$Change
General Fund	3,216,801	1.0%	32,168
Street Fund	228,337	1.0%	2,283
Special Revenue Fund	202,024	1.0%	2,020
Building Code Fund	2,445,576	1.0%	24,456
Police Local Option Levy Fund	60,479	1.0%	605
Sanitary Sewer Fund	2,764	1.0%	28
Ambulance Fund	27,083	1.0%	271
Strom Drainage Fund	204,908	1.0%	2,049
SDC Administration Fund	235,282	1.0%	2,353
Total	\$ 6,623,254	1.0%	\$ 66,233



20XX

DISCUSSION & QUESTIONS

THANK YOU.

AGENDA ITEM SUMMARY

Meeting Date:

05/05/2025

**S P R I N G F I E L D
C I T Y C O U N C I L**

SUBJECT:

2025 Building Safety Month Proclamation

[Mayor VanGordon]

(5 Minutes)

Attachments

1. 2025 Building Safety Month Proclamation

Building Safety Month Proclamation

May 2025

WHEREAS, our City of Springfield, Oregon is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians--building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry--who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety--our local code officials--who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS, "Game On!" The theme for Building Safety Month 2025, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW THEREFORE, I, Sean VanGordon, Mayor of Springfield, Oregon, do hereby hereby proclaim the month of May 2025 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.



A handwritten signature in black ink, appearing to read "Sean VanGordon", written over a horizontal line.

Sean VanGordon
Mayor

AGENDA ITEM SUMMARY**Meeting Date:****05/05/2025****S P R I N G F I E L D
C I T Y C O U N C I L**

SUBJECT:

2025 National Public Works Week Proclamation

[Mayor VanGordon]

(5 Minutes)

Attachments

1. 2025 National Public Works Week Proclamation

National Public Works Week Proclamation

May 18 – 24, 2025

“People, Purpose, Presence”

WHEREAS: public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Springfield, Oregon and,

WHEREAS: these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS: it is in the public interest for the citizens, civic leaders, and children in Springfield to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS: the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association,

NOW, THEREFORE, I, Mayor Sean VanGordon, do hereby designate the week May 18 – 24, 2025 as National Public Works Week; I urge all community members to join with representatives of the American Public Works Association and government agencies to pay tribute to our development and public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our community’s health, safety, and quality of life.



A handwritten signature in black ink, appearing to read "Sean VanGordon", is written over a horizontal line.

Sean VanGordon
Mayor

AGENDA ITEM SUMMARY**Meeting Date:****05/05/2025****S P R I N G F I E L D
C I T Y C O U N C I L**

SUBJECT:

2025 National Law Enforcement Week Proclamation

[Mayor VanGordon]

(5 Minutes)

Attachments

1. 2025 National Law Enforcement Week Proclamation

National Law Enforcement Week Proclamation

May 11 – 17, 2025

Whereas, there are more than 800,000 law enforcement officers serving in communities across the United States, including and dedicated members of the Springfield Police Department; and

Whereas, since the first recorded death in 1786, more than 24,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

Whereas, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

Whereas, 345 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 148 officers killed in 2024, reflecting a 25% increase in line-of-duty deaths compared to 2023; and

Whereas, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 37th Candlelight Vigil, on the evening of May 13, 2025; and

Whereas, May 15, 2025 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

NOW, THEREFORE, I, Sean VanGordon, Mayor of the City of Springfield, do hereby proclaim May 11 – 17, 2025 as National Law Enforcement Week in the City of Springfield and publicly salute the service of law enforcement officers in our community and in communities across the nation.



A handwritten signature in black ink, appearing to read "Sean VanGordon", is written over a horizontal line.

Sean VanGordon
Mayor

AGENDA ITEM SUMMARY**Meeting Date:****05/05/2025****S P R I N G F I E L D
C I T Y C O U N C I L**

SUBJECT:

2025 May is Bike Month Proclamation

[Mayor VanGordon]

(5 Minutes)

Attachments

1. 2025 May is Bike Month Proclamation

May is Bike Month Proclamation

WHEREAS: the bicycle is an economical, healthy, and convenient form of transportation and an excellent tool for enjoyment of Springfield's scenic beauty; and

WHEREAS: throughout the month of May Springfield residents can experience the joy of biking and support the local economy by biking to nearby shopping and dining; and

WHEREAS: bicycle industry sales and bicycle tourism contribute at least \$440 million and \$400 million respectively to Oregon's economy annually and generate over 7,000 jobs; and

WHEREAS: with the money saved from lower travel costs, people who ride bikes have more money to spend at local businesses to help grow our local economy; and

WHEREAS: creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, grow the economy, improve traffic safety, support student learning outcomes, and reduce pollution, congestion, and wear and tear on our streets; and

WHEREAS: the City of Springfield and Springfield Safe Routes to School are promoting greater public awareness of bicycle operation and safety in an effort to improve health and safety for everyone on our streets;

NOW, THEREFORE, I, Sean VanGordon, Mayor of the City of Springfield, do hereby proclaim May 2025 is Bike Month in Springfield, Oregon and I challenge Springfield residents to get out and ride on our regional paths or visit a local business by bike during the month of May.



A handwritten signature in black ink, appearing to read "Sean VanGordon", written over a horizontal line.

Sean VanGordon
Mayor

AGENDA ITEM SUMMARY**Meeting Date:****05/05/2025****S P R I N G F I E L D
C I T Y C O U N C I L**

SUBJECT:November 4, 2024 City Council Regular Session Minutes

Attachments

1. November 4, 2024 City Council Regular Session Minutes

MINUTES OF THE MEETING OF
THE SPRINGFIELD CITY COUNCIL
HELD NOVEMBER 4, 2024

The Springfield City Council met in person and via Zoom on Monday, November 4, 2024 at 7:00p.m., Mayor VanGordon presiding.

CALL TO ORDER

Mayor VanGordon called the City Council meeting to order at 7:02 p.m.

ATTENDANCE

Present were Mayor VanGordon, Councilors Michelle Webber, Steve Moe, Kori Rodley, Joe Pishioneri, Beth Blackwell, and Victoria Doyle.

STAFF PRESENT

City Manager Nancy Newton, Assistant City Manager Niel Laudati, City Attorney Mary Bridget Smith, City Recorder Allyson Pulido, Nathan Bell, Chief Andrew Shearer, and Haley Campbell

PLEDGE OF ALLEGIANCE

SPRINGFIELD UPBEAT – None

CONSENT CALENDAR (attachment)

1. Claims
2. Minutes
3. Resolutions
4. Ordinances
 - a. Woodland Ridge Driveway Annexation
5. Other Routine Matters
 - a. Arts Commission Applicant Appointments and Arts Commissioner re-appointment
 - b. CDAC Bylaws Update
 - c. P41059 IGA Amendment 2 For Natural Resources Inventories and Protections for Springfield 2019 UGB Expansion Areas.
 - d. Bicycle and Pedestrian Advisory Committee Appointments
 - e. Library Advisory Board Appointments

MOTION: Councilor Pishioneri moved to approve the Consent Calendar. Seconded by Councilor Rodley.

The Motion passed unanimously with a vote of 6 for and 0 against.

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

ITEMS REMOVED FROM THE CONSENT CALENDAR – None

PUBLIC HEARINGS

1. Comcast Franchise Extension

AN ORDINANCE TO EXTEND THE TERM OF ORDINANCE 6208 GRANTING TO COMCAST OF OREGON II, INC. A FRANCHISE FOR OPERATION A CABLE TELECOMMUNICATIONS SYSTEM, ADOPTING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Nathan Bell, Finance Director explained this was a first reading and Public Hearing of an Ordinance to extend the term (until January 1, 2026) of Ordinance 6208 granting to Comcast of Oregon II, Inc.

Mayor VanGordon opened the public hearing. There were no requests to comment. Mayor VanGordon closed the Public Hearing.

First Reading Only, no action requested

2. 2024 Justice Assistance Grant

Police Chief Shearer stated the City was awarded a 2024 Justice Assistance Grant in the amount of \$18,107 to purchase a handheld narcotics analyzer device. He said a public hearing was scheduled to inform the Council and the public of the grant opportunity, the proposed use of grant funds, and to fulfill an application requirement for review by the local governing body and opportunity for public comment. He said the device would support police and jail efforts for drug detection, reducing risk to staff and the community.

Mayor VanGordon opened the Public Hearing. There were no requests to comment. Mayor VanGordon closed the public hearing.

No action requested

BUSINESS FROM THE AUDIENCE – None

COUNCIL RESPONSE – None

CORRESPONDENCE AND PETITIONS – None

BIDS – None

ORDINANCES

1. Springfield Development Code Amendments: Annexations

Haley Campbell, Senior Planner stated this was the second reading of an Ordinance amending the Springfield Development Code related to Annexation. She said the Council held a work session on September 16, 2024 and a public hearing on October 21, 2024 and one public comment was received during the public hearing.

Ms. Campbell said the project was a continuation of work that has been ongoing since 2018 involving a phased plan to provide easy to understand code language, and provide a straightforward initiation and review path for annexations.

MOTION: Councilor Pishioneri moved to approve the Consent Calendar. Seconded by Councilor Rodley to adopt an Ordinance Amending the Springfield Development Code Related to Annexations, adopting a Savings Clause, and a Severability Clause, and Providing an Effective Date.

The Motion passed unanimously with a vote of 6 for and 0 against.

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

RESOLUTIONS – None

BUSINESS FROM THE CITY COUNCIL

Councilor Rodley recognized Tuesday as Election Day and shared her experience as an elections volunteer observer.

Councilor Doyle shared her experience observing Lane County Elections processes and said she felt very confident about their procedures.

BUSINESS FROM THE CITY MANAGER

City Manager Newton cited her appreciation of the Lane County's Elections Office staff. She also cited her appreciation of the Police Department grant award and their efforts to find new and innovative ways to protect officers and members of the community.

ADJOURNMENT

Mayor VanGordon adjourned the meeting at 7:12 p.m.

(Minutes prepared by Pam Berrian, LCOG)

Sean VanGordon
Mayor

Attest:

Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY**Meeting Date:****05/05/2025****S P R I N G F I E L D
C I T Y C O U N C I L**

SUBJECT:November 4, 2024, City Council Work Session Minutes

Attachments

1. November 4, 2024 City Council Work Session Minutes

MINUTES OF THE WORK SESSION OF
THE SPRINGFIELD CITY COUNCIL
HELD MONDAY, NOVEMBER 4, 2024

The Springfield City Council met in person and via Zoom on Monday, November 4, 2024 Mayor VanGordon presiding.

CALL TO ORDER

Mayor VanGordon called the work session to order at 6:31 p.m.

ATTENDANCE

Present: Mayor VanGordon, Councilors Michelle Webber, Steve Moe, Kori Rodley, Beth Blackwell, Victoria Doyle, and Joe Pishioneri

STAFF PRESENT

City Manager Nancy Newton, Assistant City Manager Niel Laudati, City Attorney Mary Bridget Smith, City Recorder Allyson Pulido, and Planning Manager Mark Rust

1. Planning Application Fees

Mark Rust, Planning Manager provided a PowerPoint presentation. He requested City Council input about the draft Planning Application Fees prior to finalizing recommendations for a public hearing. He said there was a need to reevaluate the fees following the 2022 adoption of a major update to the Springfield Development Code and subsequent process changes that had appeared before the City Council on this topic in May of 2024.

He said the City Council directed that staff assess the total cost of processing development applications to include time spent by other work groups including engineering, transportation, and survey teams to reflect 100% cost recovery, to simplify the fee schedule, and to develop a method for offsetting the costs of the Comprehensive Planning work program.

Mr. Rust requested City Council feedback on the following questions:

1. Does the structure of the simplified fee schedule meet Council expectations for being easier to use and understand?
2. What fee option does Council support to help fund the Comprehensive Planning Program work?
3. Does Council support a transition from the current Tech fee of 5% to a broader Admin fee? If so, what percentage should the new Admin fee be set at?
4. What level does Council want to set as a target for funding the Comprehensive Work Program from fee collection?
5. Are the proposed revised fees acceptable for proceeding to a public hearing on?

Council members were unanimous in their agreement that the proposed, revised fees could proceed to a Public Hearing on December 2, 2024.

ADJOURNMENT

Mayor VanGordon adjourned the work session at 7:03 p.m.

(Minutes prepared by Pam Berrian, LCOG)

Sean VanGordon
Mayor

Attest:

Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY**Meeting Date:****05/05/2025****S P R I N G F I E L D
C I T Y C O U N C I L**

SUBJECT:November 12, 2024, City Council Work Session Minutes

Attachments

1. November 12, 2024 City Council Work Session Minutes

MINUTES OF THE WORK SESSION OF
THE SPRINGFIELD CITY COUNCIL
HELD TUESDAY, NOVEMBER 12, 2024

The Springfield City Council met in person and via Zoom on Tuesday, November 12, 2024 Mayor VanGordon presiding.

CALL TO ORDER

Mayor VanGordon called the work session to order at 6:00 p.m.

ATTENDANCE

Present: Mayor VanGordon, Councilors Michelle Webber, Steve Moe, Kori Rodley, Beth Blackwell, Victoria Doyle, and Joe Pishioneri

STAFF PRESENT

City Manager Nancy Newton, Assistant City Manager Niel Laudati, City Attorney Mary Bridget Smith, City Recorder Allyson Pulido, Sandy Belson, Jeremy Sherer, Chris Zeitner, Ken Vogeney, and Haley Campbell.

1. Planning Commission Interviews

Sandy Belson, Comprehensive Planning Manager, explained there are three (3) vacancies on the Planning Commission. One appointment has a term that ends December 31, 2026. The other two appointments would be for terms that began January 1, 2025 and extend through December 31, 2028. The selected Commissioners are scheduled to be appointed at the Council's Regular Session on Monday, December 2, 2024.

Interview Candidates:

- 1) Morgan (Carrie) Driggs
- 2) Pat Greenwell
- 3) Nicholas Aguayo
- 4) Frank Wann
- 5) Andrew Buck

Mayor VanGordon solicited scores from Council members and concluded that the top three candidates were Morgan Driggs, Pat Greenwell, and Andrew Buck. Morgan Driggs would fill the partial-term position ending in December of 2026, and Pat Greenwell and Andrew Buck would fill the full-term vacancies.

2. Oregon National Flood Insurance Program-Endangered Species Act Integration and Pre implementation Compliance Measures (PICM)

Jeremy Sherer, City Surveyor stated he was acting in the capacity as the Flood Plain Manager and provided a Power Point presentation. He proposed a short-term plan to comply with FEMA guidance on PICMs. He said he consulted with the League of Oregon Cities, Lane County staff and City of Eugene staff.

Haley Campbell, Senior Planner stated that once an option was selected, the provision would be added to the Springfield Development Code and by January 2026, the City would report the implementation plan to FEMA.

Mayor VanGordon confirmed it was the consensus of the Council that staff should draft a model ordinance.

3. Springfield Emergency Response Application (SERA) City Council Overview.

Chris Zeitner, GIS Architect provided a Power Point presentation of the SERA application, a tool for visualizing storm-related impacts at a neighborhood level. He provided Springfield-specific scenarios and the information

dashboard that would operate in real time tracking wellness checks, needs such as power, water, medical supplies, propane, firewood, and the like. He added staff are also investigating an AM-only radio station for Springfield that would operate in times of disaster but would not be discussed tonight.

ADJOURNMENT

Mayor VanGordon adjourned the work session at 7:49p.m.

(Minutes prepared by Pam Berrian, LCOG)

Sean VanGordon
Mayor

Attest:

Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY**Meeting Date:****05/05/2025****S P R I N G F I E L D
C I T Y C O U N C I L**

SUBJECT:November 18, 2024 City Council Work Session Minutes

Attachments

1. November 18, 2024 City Council Work Session Minutes

MINUTES OF THE WORK SESSION OF
THE SPRINGFIELD CITY COUNCIL
HELD MONDAY, NOVEMBER 18, 2024

The Springfield City Council met in person and via Zoom on Monday, November 18, 2024 at 6:45 p.m., Mayor VanGordon presiding.

CALL TO ORDER

Mayor VanGordon called the work session to order at 6:45 p.m.

ATTENDANCE

Present were Mayor VanGordon, Councilors Michelle Webber, Steve Moe, Kori Rodley, Beth Blackwell, Victoria Doyle, and Joe Pishioneri

STAFF PRESENT

City Manager Nancy Newton, Assistant City Manager Neil Laudati, City Attorney Mary Bridget Smith, and City Recorder Allyson Pulido,

GUESTS: Eve Gray, Director of Health and Human Services for Lane County and Alicia Beymer, Chief Administrative Officer for PeaceHealth.

Councilor Rodley declared a potential conflict of interest citing her employment at the Lane County Department of Health and Human Services.

1. Lane County Behavioral Health Update

Niel Laudati introduced Eve Gray, Director of Health and Human Services for Lane County and Alicia Beymer, Chief Administrative Officer for PeaceHealth to provide an overview of the vision for an expansion of inpatient behavioral health center, and an update on plans for an inpatient behavioral model of care, and a crisis stabilization model of care. He added that Lane County Administrator Steve Mokrohisky was in the audience.

Ms. Beymer provided a Power Point presentation and reiterated PeaceHealth's commitment to retain Psychiatric Services when they closed the Downtown University District Hospital in Eugene. She updated the City Council on plans for a 95-bed psychiatric hospital to be licensed as a standalone facility separate from Riverbend Hospital. She cited statistical averages regarding care needs for adults and adolescents and stated there was an over-representation of persons needing psychiatric services in the criminal justice system. She also acknowledged that PeaceHealth's Riverbend Hospital emergency room care environment was not suitable for psychiatric reception in the long term.

Ms. Gray stated the crises stabilization of care model covers all service needs from assisting someone who forgot their medication to someone in crises and said the facility would be open to walk-ins where assessment would begin at the door.

ADJOURNMENT

Mayor VanGordon adjourned the meeting at 7:30 p.m.

(Minutes prepared by Pam Berrian, LCOG)

Sean VanGordon
Mayor

Attest:

Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY**Meeting Date:****05/05/2025****S P R I N G F I E L D
C I T Y C O U N C I L**

SUBJECT:November 25, 2024, City Council Work Session Minutes

Attachments

1. November 25, 2024 City Council Work Session Minutes

MINUTES OF THE WORK SESSION OF
THE SPRINGFIELD CITY COUNCIL
HELD MONDAY, NOVEMBER 25, 2024

The Springfield City Council met in person and via Zoom on Tuesday, November 25, 2024 Mayor VanGordon presiding.

CALL TO ORDER

Mayor VanGordon called the work session to order at 7:30 p.m.

ATTENDANCE

Present: Mayor VanGordon, Councilors Michelle Webber, Steve Moe, Kori Rodley, Beth Blackwell, Victoria Doyle, and Joe Pishioneri

STAFF PRESENT

City Manager Nancy Newton, Assistant City Manager Neil Laudati, City Attorney Kristina Kraaz, City Recorder Allyson Pulido, Jamie Iboa, Risk Manager and Chaim Hertz, Human Resources Director.

1. 2024 Risk Report

Jamie Iboa, Risk Manager introduced the 2024 Annual Risk Report and provided a slide presentation illustrating a 5-year look-back (FY20-FY24) at risk-related claims. She commented that Risk Reports are important for maintaining low insurance rates. Ms. Iboa commented that the City had moved to *Enterprise Risk Management*, a systematic process that helped organizations identify, assess, and respond to risks that could impact their success. Ms. Iboa illustrated claims by department, including automobile liability claims.

Councilor Webber stated she noticed a downward trend on the number of claims but an upward trend on cost and asked if that had changed. Mr. Hertz replied that police-related claims may be trending down shortly and fire-related claims maybe trending down by the end of the fiscal year as staff turnover declined.

City Manager Newton added that fire related claim activity was complicated because there were two different cities involved but the City of Springfield had made investments to improve fire operations. She added she wanted to especially thank Mr. Hertz and Ms. Iboa for their earnest work to retrieve every dollar owed on every insurance claim.

ADJOURNMENT

Mayor VanGordon adjourned the work session at 8:06 p.m.

(Minutes prepared by Pam Berrian, LCOG)

Sean VanGordon
Mayor

Attest:

Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY S P R I N G F I E L D C I T Y C O U N C I L	Meeting Date:	05/05/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Robin Holman/Community Development
	Staff Phone No:	541-726-3662
	Estimated Time:	Consent Calendar
	Council Goals:	Mandate

ITEM TITLE:

Liquor License Application for a New License for Rachel Rossi, DBA: Estelle Bakery

ACTION REQUESTED:

Endorsement of OLCC Liquor License Application for Estelle Bakery, located at 349 Main Street, Springfield, OR 97477.

ISSUE STATEMENT:

The owner Rachel Rossi has requested the City Council to endorse its OLCC Liquor License Application.

DISCUSSION/FINANCIAL IMPACT:

The license endorsement for Rachel Rossi, DBA: Estelle Bakery is for a New License for a Limited On-Premises Sales. The license application has been reviewed and approved by the appropriate City Departments.

Attachments

1. OLCC Liquor License Application



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types

Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Rachel Rossi

Proposed Trade Name: Estelle Bakery

Premises Address: 349 Main Street

Unit:

City: Springfield

County: Lane

Zip: 97477

Application Type: ☒ New License Application ☐ Change of Ownership ☐ Change of Location

License Type: Limited On-Premises Sales ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Rachel Rossi

Phone: 541.654.1385

Mailing Address: 1835 Milo Way

City: Eugene

State: Oregon

Zip: 97404

Email Address: rossi.rach@gmail.com

Business Details

Please check all that apply to your proposed business operations at this location:

☐ Manufacturing/Production

☐ Retail Off-Premises Sales

☒ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

☒ Indoor Consumption

☐ Outdoor Consumption

☒ Proposing to Allow Minors

Section 1 continued on next page



Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Rachel Rossi

Proposed Trade Name: Estelle Bakery

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed **by the local government** for this form to be accepted
with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: City of Springfield

Optional Date Received Stamp

Date Application Received: 4/17/2025

Received by: Robin Holman

Section 3 – Recommendation - To be completed by Local Government:

- ☐ **Recommend this license be granted**
- ☐ **Recommend this license be denied** (Please include documentation that meets [OAR 845-005-0308](#))
- ☐ **No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.

AGENDA ITEM SUMMARY S P R I N G F I E L D C I T Y C O U N C I L	Meeting Date:	05/05/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Meg Allocco/Finance
	Staff Phone No:	5417263690
	Estimated Time:	Consent Calendar
	Council Goals:	Financially Responsible and Stable Government Services

ITEM TITLE:

Contract Approval - REDW, LLC Audit Contract for Fiscal Year Ending June 30, 2025

ACTION REQUESTED:

Approve contract and authorize City Manager to sign the agreement with REDW, LLC

ISSUE STATEMENT:

In accordance with Oregon Statutes and the City's charter, the City is required to complete an annual audit and financial statement. The City contracts with an independent public accounting firm to perform the audit each year. This is to renew the contract with our current auditors for the FY25 audit.

DISCUSSION/FINANCIAL IMPACT:

REDW, LLC (formerly Grove, Mueller & Swank), the City's independent auditors, will audit the City Fiscal Year 2025 ACFR and issue their opinion thereon.

This contract is not to exceed \$102,330.

Staff requests Council authorize the contract and give the City Manager approval to enter into agreement with REDW, LLC.

Attachments

1. C3844 REDW LLC

CITY OF SPRINGFIELD
CONTRACT FOR SERVICES
Contract #3844

Dated: April 1, 2025

Parties: City of Springfield "CITY"
A Municipal Corporation of the State of Oregon
225 5th Street
Springfield, OR 97477

and

REDW, LLC "Contractor"

Additional Contractor Information:

- a) Type of Entity: ☐ Sole Proprietorship ☐ Partnership
☐ Limited Liability Comp ☒ Corporation
- b) Address: P.O. Box 2122, Salem, OR 97308-2122
- c) Telephone: 503-581-7788
- d) Fax No: 503-581-0152
- 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
100-04100-7030-611008	\$77,050
229-04100-7030-611008	2,300
230-04100-7030-611008	2,300
629-04100-7000-611008	4,180
612-07500-1056-611008	16,500

In consideration of the mutual covenants contained herein and the Master Services Agreement attached and incorporated into this agreement as Attachment 2, 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 \$102,330. 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

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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 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 May 31, 2026, 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 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, 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 5th Street, Springfield, OR 97477 or email to ap@springfield-or.gov. The invoice must reference this contract #3844 and approval code #220.
- 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. Exempt class of service under SMC Code 2.708(3)(e).

10. First Point of Contact.

Contractor: Ryan Pasquarella, PH 971-701-2974, ryan.pasquarella@gms.cpa
City: Meg Allocco PH 541-726-3690, mallocco@springfield-or.gov

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.

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. RTP (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 by the 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. Audit documentation is the property of the auditor, and some states recognize this right of ownership in their statutes. The auditor may make available to the entity at the auditor's discretion copies of the audit documentation, provided such disclosure does not undermine the effectiveness and integrity of the audit process.

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. 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, along with the Master Services Agreement and Statement of Work is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. If there is a conflict between the provisions of either the SOW or MSA and this agreement, the provisions of this agreement prevail. There are no representations, promises, terms, conditions or obligations other than those contained herein.

CITY OF SPRINGFIELD:

By: _____
Name: _____
Title: _____
Date: _____

REDW LLC:

By: 
Name: Ryan Pasquarella
Title: Principal
Date: March 24, 2025

REVIEWED & APPROVED
AS TO FORM

Mary Bridget Smith
DATE: 3/19/2025
SPRINGFIELD CITY ATTORNEY'S OFFICE

{00023719:1}

REV JAN 2022

ATTACHMENT 1 Statement of Work

Purpose of Project:

An audit of the financial statements of the City of Springfield, the Metropolitan Wastewater Management Commission (MWMC), and the Springfield Economic Development Agency, as well as, the potential review of the financial statements of the Regional Fiber Consortium, for the fiscal year ending June 30, 2025.

Desired Outcome/Project Objective

An audit performed in accordance with:

- Generally accepted auditing standards;
- The standards set forth for financial audits in the U.S. Government Accountability Office's (GAO) *Government Auditing Standards*;
- The provisions of the federal Single Audit Act of 1984 (as amended in 1996) and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance);
- Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by the Secretary of State;
- All other applicable state and federal regulations for the purpose of expressing an opinion.

Scope of Work to be Performed & Final Deliverables/Work Products

The following provides a general description of the scope of the engagement as well as the reports expected at its completion:

1. Comprehensive Annual Financial Report (Audit Report) including Single Audit – The Audit Report is prepared to conform fully with generally accepted accounting principles (GAAP) and to be in full compliance with the pronouncements of the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB), as appropriate. City staff will prepare and produce the Audit Report.

The City of Springfield desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The auditor is not required to audit the combining and individual fund financial statements as reported in Other Supplementary Information, nor the Schedule of Expenditures of Federal Awards required by the Uniform Guidance. However, the auditor is to provide an “in-relation-to” opinion on the combining and individual fund financial statements as reported in Other Supplementary Information and on the Schedule of Expenditures of Federal Awards, based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the introductory nor statistical sections of the Audit Report.

The auditor shall be responsible for performing certain limited procedures in accordance with generally accepted auditing standards involving Required Supplementary Information (which includes Management’s Discussion and Analysis) as required by GASB.

The auditor also is not required to audit the Other Supplementary Schedules required by the State of Oregon. However, the auditor is required to make certain comments and disclosures concerning the City of Springfield’s compliance with the Minimum Standards for Audits of Oregon Municipal Corporations.

ATTACHMENT 1

Statement of Work

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

- a. A report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the combining and individual fund financial statements as reported in Other Supplementary Information and on the Schedule of Expenditures of Federal Awards "in relation to" the audited basic financial statements;
- b. A report on compliance and on internal control over financial reporting, based on an audit of financial statements performed in accordance with Oregon Minimum Audit Standards;
- c. A report on internal controls over financial reporting and on compliance and other matters, based on an audit of financial statements performed in accordance with *Government Auditing Standards*;
- d. A report on compliance with requirements applicable to each major federal program and report on internal controls over compliance in accordance with the Uniform Guidance.

In the required reports on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report. Nonreportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls. The reports on compliance and internal controls shall include all instances of noncompliance. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the Accounting Manager, Finance Director, and City Manager.

2. Metropolitan Wastewater Management Commission Report - Separate financial statements are required for the Metropolitan Wastewater Management Commission. City staff will prepare, assemble, and print the basic financial statements, related notes and supplementary information. The City of Springfield desires the auditor to express an opinion on the fair presentation of its financial statements in conformity with generally accepted accounting principles and compliance with appropriate Federal and State laws. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, as well as a report on compliance and on internal controls over financial reporting based on an audit of financial statements performed in accordance with *Oregon Minimum Audit Standards*.

3. Springfield Economic Development Agency Report - Separate financial statements are required for the Springfield Economic Development Agency. City staff will prepare, assemble, and print the basic financial statements, related notes, and supplementary information. The City of Springfield desires the auditor to express an opinion on the fair presentation of its financial statements in conformity with generally accepted accounting principles and compliance with appropriate Federal and State laws. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information

ATTACHMENT 1

Statement of Work

required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, as well as a report on compliance and on internal controls over financial reporting based on an audit of financial statements performed in accordance with *Oregon Minimum Audit Standards*.

4. Regional Fiber Consortium Report - Separate financial statements are required for the Regional Fiber Consortium. City staff will prepare, assemble, and print the basic financial statements, related notes, and supplementary information. The City of Springfield desires the auditor to perform a review of its financial statements in conformity with generally accepted accounting principles and compliance with appropriate Federal and State laws unless RFC qualifies to file a "Report in Lieu of Audit".

Following the completion of the review of the fiscal year's financial statements, the auditor shall issue an Independent Accountant's Review Report, as well as a report on Management Representation of Fiscal Affairs based on a review of financial statements performed in accordance with *Oregon Minimum Audit Standards*.

5. Management Letter - The engagement should include recommendations to management (City & MWMC), prepared by the audit firm in letter form, which include any matters that come to the attention of the auditor during the course of the examination and, in the opinion of the auditor, warrant the attention of management. Such recommendations shall not be construed as special or additional studies, but shall be limited to those usually associated with the study of internal control systems and procedures as a part of an examination of financial statements.
6. A separate statement of negative assurance on the City of Springfield's and MWMC's compliance with the covenants, agreements and conditions contained in bond indenture documents.
7. Secretary of State Summary of Revenues and Expenditures shall be prepared for the City, MWMC, RFC and SEDA.
8. The auditor will be required to make a presentation to the City Council and to MWMC. The presentation should include an overview of the Audit Report and the management letter.
9. For the past 44 years, the Government Finance Officers Association of the United States and Canada (GFOA) has awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Springfield for its Audit Report. The City intends, with the audit firm's assistance, to continue to qualify for this Certificate.

City of Springfield Responsibilities

A. Finance Department and Clerical Assistance

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The finance department staff will be able to provide electronic copies of ledgers and trial balances. We will also be able to provide limited access to the financial system so that certain testing can be done without printing hard-copy reports. The preparation of confirmations will be the responsibility of the auditor.

ATTACHMENT 1
Statement of Work

B. City Accounting Staff will provide:

1. Prepare all entries for budget basis close and trial balances
2. Prepare all entries for GAAP basis close, year-end adjustments and trial balances
3. Prepare all work papers required by auditors in support of all trial balances and financial statements
4. Produce complete Audit Report draft including basic financial statements, notes to basis financial statements, required supplementary information, other supplementary information, supplemental schedules, statistical tables, and schedule of expenditures of federal awards

C. Work Area, Telephones, Wi Fi, Photocopying and FAX Machines

The City of Springfield will provide the auditor with reasonable work space, desks and chairs if they are visiting on-site. The auditor will also be provided with access to telephone lines, Wi Fi, photocopying facilities and FAX machines. If the audit work is done remotely, the auditors will be given a remote login to the Peoplesoft system so that transactions can be viewed and independently verified.

At no time shall the auditors own equipment be connected to the city's IT infrastructure.

City Project Manager

Meg Allocco, mallocco@springfield-or.gov , PH: 541-726-3690

Independent Contractor Project Manager

Ryan Pasquarella, Ryan.pasquarella@gmscpa.com, PH: 971-701-2974

Timeline, Major Milestones or Tasks

A. Audit Schedule for the fiscal year ending June 30, 2025:

Perform interim work	June 16 – 20, 2025
Audit fieldwork	October 13 – 24, 2025
Perform final substantive work	October/November
Review drafts of Audit Report	November/December
Final Audit Report and auditor letters	Mid-December

It is critical, for the City to meet the target date for submission of the Audit Report to the Secretary of State and the Government Finance Officers Association, that the dates in this section are achievable and that the auditors have sufficient staff resources to be responsive during late November and early December.

ATTACHMENT 1
Statement of Work

AUDIT FEE (not to exceed amount)

Audit fees for the fiscal year ending June 30, 2025 are as follows:

City of Springfield (No Single Audit)	\$ 63,800
SEDA	\$ 4,600
RFC	\$ 4,180 (potentially)
MWMC	<u>\$ 16,500</u>
Total	<u>\$ 89,080</u>

The above fees include consultation as needed on matters relating to local budget law and accounting issues or procedures as well as meetings with City personnel as needed to explain and present the various schedules we will be requesting City personnel to prepare.

The “Single Audit” fee will only apply when the City is required to receive an audit in compliance to CFR section 200 (the Uniform Guidance) and would be \$8,250 for the first Single Audit major program. An additional \$5,000 will be charged for each additional major program. A single audit on two programs would increase the base audit fee to \$102,330.

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).

**City of Springfield Business Associate Agreement
Between - City of Springfield and INDEPENDENT CONTRACTOR**

This Business Associate Agreement (“Agreement”) between City of Springfield (Springfield) and INDEPENDENT CONTRACTOR is executed to ensure that INDEPENDENT CONTRACTOR will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Springfield in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

INDEPENDENT CONTRACTOR agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Springfield any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in 45 CFR 164.304) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Springfield without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of INDEPENDENT CONTRACTOR agree to the same restrictions, conditions, and

requirements that apply to INDEPENDENT CONTRACTOR with respect to such information;

5. Make available PHI in a designated record set to Springfield as necessary to satisfy Springfield's obligation under 45 CFR 164.524 in no more than 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Springfield, or take other measures necessary to satisfy Springfield's obligations under 45 CFR §164.526 in no more than 30 days of a request;
7. Maintain and make available information required to provide an accounting of disclosures to Springfield or an individual who has a right to an accounting within 60 days and as necessary to satisfy Springfield's obligations under 45 CFR §164.528;
8. To the extent that INDEPENDENT CONTRACTOR is to carry out any of Springfield's obligations under Subpart E of 45 CFR Part 164, INDEPENDENT CONTRACTOR shall comply with the requirements of Subpart E of 45 CFR Part 164 that apply to Springfield when it carries out that obligation;
9. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA rules;
10. Springfield shall notify INDEPENDENT CONTRACTOR of any restriction on the use or disclosure of PHI that Springfield has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect INDEPENDENT CONTRACTOR's use or disclosure of PHI; and
11. If Springfield is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), INDEPENDENT CONTRACTOR agrees to assist Springfield in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Springfield's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Springfield agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Springfield of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Springfield of any threat of identity theft as a result of the incident.
12. If INDEPENDENT CONTRACTOR is part of a larger organization, INDEPENDENT CONTRACTOR will implement policies and procedures to protect PHI from unauthorized access by the larger organization.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by INDEPENDENT CONTRACTOR on behalf of Springfield are limited to:

1. The review of patient care information in the course of INDEPENDENT CONTRACTOR conducting risk and compliance assessment activities, or providing Springfield with a Control Activity Gap Analysis, or the review of PHI and other information necessary to assist Springfield in developing its HIPAA compliance program; and
2. Other uses or disclosures of PHI as permitted by the HIPAA rules as necessary to perform the services set forth in the Service Agreement.
3. Uses or disclosures of protected health information as required by law

D. Termination

1. Springfield may terminate this Agreement if Springfield determines that INDEPENDENT CONTRACTOR has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.
3. Upon termination of this Agreement for any reason, INDEPENDENT CONTRACTOR shall return to Springfield or destroy all PHI received from Springfield, or created, maintained, or received by INDEPENDENT CONTRACTOR on behalf of Springfield that INDEPENDENT CONTRACTOR still maintains in any form. INDEPENDENT CONTRACTOR shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.
4. The obligations under Section D are perpetual and shall survive termination of this agreement.

Confidential Information Addendum

1. ***“Protected Information”*** shall be defined as *data or information* that has been designated as private or confidential by law or by the City. *Protected Information* includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question shall be treated as *Protected Information* until a determination is made by the City or proper legal authority.
2. **Data Confidentiality.** Independent Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the City or an individual identified with the data or information in Independent Contractor’s custody or access.

To the extent that Independent Contractor may have access to City protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Independent Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Independent Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Independent Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Independent Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the event of a security breach of data owned or developed by the City, Independent Contractor will notify the City IT Director without unreasonable delay and in no case later than 30 days after discovery of the breach or incident. Independent Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Independent Contractor will not undertake litigation on behalf of the City without prior written consent.
5. **Data Storage and Backup.** Independent Contractor agrees that any and all City data will be stored, processed, and maintained solely on designated servers and that no City data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Independent Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an City officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the City Information Security Officer for any general or specific case.

Independent Contractor agrees to store all City backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.
6. **Data Re-Use.** Independent Contractor agrees that any and all Customer data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Customer data shall not be distributed, repurposed or shared across other applications, environments, or business units of Independent Contractor. Independent Contractor further agrees that no Customer data of any kind shall be revealed, transmitted,

exchanged or otherwise passed to other Independent Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a City officer with designated data, security, or signature authority.

7. **PCI Compliance.** Independent Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Independent Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Independent Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all City data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of City whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Independent Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Independent Contractor will provide City with prompt written notice so that City may seek an appropriate protective order or other remedy. If a remedy acceptable to City is not obtained by the date that Independent Contractor must comply with the request, Independent Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Independent Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Independent Contractor and City acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage City in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give City the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Independent Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Independent Contractor further grants City the right, but not the obligation, to enforce these provisions in Independent Contractor's name against any of Independent Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Independent Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Independent Contractor and City.
12. **Criminal Background Check.** City shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the City's Criminal Justice Information System (CJIS) protected data, software systems or facilities. For access to any area where CJI information is stored or transmitted Independent Contractor's employees shall possess Level 4 certification.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Independent Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of City.

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement” or “MSA”) is entered into effective October 8, 2024, and is intended to establish the terms and conditions that will apply to all Services provided by REDW LLC and its affiliates (collectively “REDW”) for City of Springfield (“Client” or “you”) even if such Services are not expressly covered by a Statement of Work (“SOW”). To the extent there is any inconsistency between the terms and conditions contained in this MSA and any SOW, the terms and conditions of this MSA shall prevail unless otherwise agreed to in writing. This MSA will apply to all SOWs executed on and after the above effective date. Existing engagement letters in effect prior to the effective date of this MSA will continue to govern the Services provided by REDW pursuant to such engagement letters.

1. Scope of MSA. As requested by you, REDW will provide specific professional and related services (“Services”) and items you request us to produce for you (“Deliverables”). These will be described in one or more written statements of work (“Statement of Work” or “SOW”). The SOWs will reference and incorporate this MSA and both you and REDW will need to agree to the terms and conditions contained in the SOWs. The Services will be performed, and the Deliverables will be created and provided to you, in accordance with the terms and conditions contained in this MSA and the SOWs.

2. Fees for Services. The fees for the Services provided by REDW will be explained in the SOWs. If REDW anticipates any changes in the fees while performing our Services, REDW will discuss this matter with you in a timely manner. If an SOW does not discuss the fees for the Services being provided pursuant to that SOW, the fees will be based on the overall value of the benefits provided to you by REDW in providing the Services requested.

REDW will send invoices for our fees periodically, such as monthly or when significant milestones are completed. Our invoices will include applicable New Mexico Gross Receipts taxes and / or any other applicable taxes. The invoices need to be paid promptly upon receipt. Sometimes, REDW may ask for a significant upfront payment before starting or completing the work mentioned in an SOW. If the account becomes overdue, a late fee of 1.5% per month (or the highest rate allowed by law if lower) may be charged, unless otherwise stated in the SOW. You agree that our fees and expenses are not dependent on the outcome of the work.

If your account is overdue, REDW may put the work on hold until the account is fully paid. If REDW decides to stop providing our Services due to nonpayment, our Services will be considered completed once REDW notifies you in writing

that it is stopping work, even if the work or Deliverables are not finished. In that case, you will need to compensate us for the time spent at our current hourly rates and reimburse us for any costs incurred through the notification date.

3. REDW Services and Warranties; Limitations. REDW will provide its Services with reasonable skill and care, following the applicable regulatory standards. REDW may use third-party service providers, including some residing outside the United States, to help us with the Services REDW provides to you. REDW also uses a variety of tools and technology to provide the Services, including generative AI.

REDW prioritizes the security and privacy of your data by implementing comprehensive measures within our virtual environment. REDW's data storage is restricted to servers located exclusively within the United States, ensuring compliance with local and federal regulations. REDW follows strict guidelines and employs various advanced tools and techniques in managing this virtual environment. REDW will take reasonable steps to keep the Client's information confidential and secure.

We may transfer some of your information to third-party service providers that we engage, including some who may reside in different countries. REDW has internal policies and procedures, as well as strict contracts with its service providers, to protect the confidentiality of the Client's personal and confidential information that may be provided to such service providers.

Unless specified in an SOW, our Services are not meant to identify fraud, irregularities, or misrepresentations. REDW will focus on the specific period(s) covered by the Services REDW provides and not on earlier or later periods. The conclusions REDW provides are limited to the matters for

which REDW was hired. Conclusions about other matters not mentioned in an SOW should not be assumed. Our conclusions are based on the facts and information provided by you, and conclusions may not be correct if the facts and information differ materially from what REDW was provided. You should not rely on draft or interim conclusions or verbal opinions REDW gives during the Services. If you want to rely on any verbal statements, you should inform us, and if appropriate, our final written conclusions will address those statements.

The technical and interpretive issues that REDW deals with often have uncertainties. Some issues may not have clear decisions from courts or government agencies, and even if they do, interpretations can change. Court decisions are generally specific to the facts of the case, and even small differences in facts can lead to different conclusions. Therefore, you understand and agree that REDW will not be held responsible for its good faith interpretation and recommendations regarding these issues.

4. Client Responsibilities. You will have certain responsibilities that help us provide the requested Services. These responsibilities may be explained in more detail in the SOW. It's important for the Client to fulfill these responsibilities so that REDW can properly deliver the requested Services. If you don't meet your responsibilities, REDW may not be able to perform the Services on time, the quality of the performance may be affected, and/or additional fees may be charged.

Third parties, like your attorneys, may be involved in some SOWs and have specific responsibilities related to the Services REDW is providing. The SOW will clearly state what are those responsibilities. You need to make sure that these third-party responsibilities are completed in a timely manner.

When you provide information to REDW as part of your responsibilities, it is important that the information is complete, accurate, and genuine to the best of your knowledge. Our personnel providing the Services described in the SOWs cannot be assumed to have knowledge or information provided to others, whether they are external to REDW or involved in other Services being provided by REDW to you.

5. Mutual Agreement regarding Electronic Communications. We both agree to use email and other electronic methods to send and receive information,

including confidential information. This includes communication between outside specialists or entities engaged by either party. To ensure secure transfer and access to information needed for our work, REDW may use secure portals, file sharing, or a secure cloud-based document sharing site (collectively referred to as "secured systems"). You agree to follow the terms and conditions for using these secured systems.

The secured systems help us interact with you more efficiently as REDW works for you. Through these means, you can access stored documents and data. The documents and data stored in these secured systems are protected, and REDW takes reasonable steps to keep your information safe. However, like any data storage and transfer process, there is always a risk of breach. We both agree to make reasonable efforts to protect our electronic communications and exchanged data to prevent unauthorized access to each other's electronic systems. Each party is responsible for controlling access and proper use of the secured systems by their own staff.

If you do not agree to use the secured systems for any of the Services REDW is providing, you need to notify us in writing. However, note that this may result in increased costs and longer completion times for our Services, as may be reflected in the applicable SOW.

6. Potential Limited Use of Confidential Information. While performing services for you, REDW will obtain various confidential information. As stated in Section 3 above, REDW has internal policies and procedures in place to protect the confidentiality of the Client's personal and confidential information. You consent to REDW, within the limitations of applicable professional and legal restrictions, to aggregate some of your information for statistical or other similar purposes that does not disclose that information in any way that would allow any third-party to associate the information with the Client and to use your information for the purpose of providing you with materials and information, including newsletters or other business-related items of interest, news about REDW, and invitations to REDW-sponsored events.

7. Beneficial Ownership Reporting. Rules effective January 1, 2024 under the Corporate Transparency Act (the "CTA") require informational reporting for all business entities that were incorporated or organized in the United States by filing a document with a Secretary of State or similar state office within the United States (a "Reporting

Entity”). The CTA requires a Reporting Entity (with limited exceptions), to file a Beneficial Ownership Information (“BOI”) report with the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (FinCEN). The failure to file a BOI report carries substantial penalties if not timely filed. This BOI reporting is mandatory regardless of ownership structure or type of owners. Additionally, you may be required to report changes with respect to any information contained in a previously reported BOI within 30 days of such change if the change is reportable under the CTA. Unless otherwise stated in an SOW, REDW is not responsible for assisting you in determining your CTA filing obligations, for filing reports, for filing updates to previously filed reports, or for ensuring you file or update reports.

8. Deliverables, Documents and Work Product.

When using REDW’s Services or Deliverables (except for copies of filed tax returns), they should only be used for their intended purpose, if specified. They should not be used or relied upon for other purposes unless expressly allowed in the applicable SOW. It is your responsibility to protect the Deliverables and prevent unauthorized disclosure to third parties.

To meet professional standards, REDW needs to keep sufficient documentation to support our work. REDW will store this documentation according to our document retention policies, which may change over time. REDW assumes that the documents and information you provide to us are accurate copies of the original documents, and REDW may keep them as part of our work records. As part of our regular process, REDW may save the documents and information you provide in electronic format and destroy the physical copies. REDW is not responsible for the safekeeping of the Client’s documents and will not be liable for any loss, damage, or destruction of your documents and information. If REDW has copies of your information, it will protect that information from unauthorized disclosure using reasonable methods. If you request copies of previously supplied documents and information, REDW will make our best effort to fulfill the request and there may be charges for responding to such a request.

The research, analysis, and other work documentation created by REDW for each SOW belong to REDW and may contain proprietary and confidential information. REDW is not obligated to provide you with any work documentation, drafts, or work products other than the completed final work product(s) agreed upon in the SOW. With prior

arrangements, you or your representatives may be allowed to inspect our work documentation under supervision.

9. Legal Process. Unless specifically stated otherwise, our Services do not involve testifying, appearing or taking part in legal or regulatory proceedings, such as court hearings, administrative hearings, or discovery proceedings. REDW does not provide Services related to legal or regulatory inquiries or proceedings unless expressly mentioned in the SOW.

If a third-party, through a subpoena or other legal process, tries to access any materials in our possession regarding any of the Services REDW provided, REDW will inform you about it and work with you regarding our compliance in responding to these requests.

Furthermore, if REDW needs to be involved in legal or regulatory matters or proceedings where our Services are not at issue, such as responding to subpoenas, providing testimony, or participating in bankruptcy filings or private party litigation matters, REDW will bill you separately for these Services based on the complexity of the Services to be performed, our time expended, and any out-of-pocket expenses incurred. This applies to inquiries from government or industry regulators as well, whether they are initiated by you, a third-party, or through a subpoena. These terms also apply to any third-party proceedings that occur after the termination of our MSA or any SOW.

10. Limitation of Liability and Damages. Regarding our Services and this MSA, the liability of REDW and its current and former partners, principals, members, officers, directors, employees, agents, and contractors will not exceed two times the fees received for the specific work that caused the liability. This limitation applies even if REDW is at fault, including cases of negligence. However, if it is determined that any claims, losses, or damages are the result of REDW’s intentional wrongdoing or fraud, the damages will be limited to the actual damages caused by such actions.

REDW will not be responsible for any indirect, consequential, incidental, special, or punitive damages. This includes claims for lost profits, taxes, interest, penalties, loss of savings, or missed business opportunities. Unless otherwise agreed in writing by REDW, REDW will not be liable for damages resulting from any delays in completing the work as anticipated under any SOW.

If inaccurate or incorrect information is provided by you or if you fail to provide accurate information to REDW in a timely manner, REDW will not be liable for any claims, costs, damages, losses, penalties, or assessments imposed on you as a result.

Both the Client and REDW agree that any claim arising from the Services, whether in contract, tort, or any other legal basis, will be considered waived if the claim is made more than two years after the earlier of (a) the date when our Services are completed, or the report or Deliverable is issued or (b) when the claim should have reasonably become known to the party making the claim.

11. Mutual Indemnification. REDW agrees to protect and cover any costs or damages incurred by you, your affiliates, partners, directors, officers, employees, agents, and contractors arising from claims asserted against you by third parties because of REDW failing to fulfill its responsibilities under each SOW. This responsibility does not apply if (a) you provide false, incomplete or misleading information to REDW, or (b) you have engaged in intentional misconduct or committed fraud, or (c) you materially breach this MSA, or any obligations stated in the applicable SOW.

You agree to protect and cover any costs or damages incurred by REDW, its affiliates, partners, directors, officers, employees, agents, and contractors arising from claims asserted against REDW by third parties because of the following: (a) REDW's proper performance of its duties under each SOW or (b) you providing false, incomplete or misleading information to REDW. This responsibility does not apply in the event of REDW's intentional misconduct, fraud, or material breach of REDW's duties under this MSA or any SOW.

To the extent either party becomes aware and notifies the other party that the **Limitation of Liability and Damages** or **Mutual Indemnification** provisions in this Agreement are prohibited by law, regulatory authority or applicable professional standards, these provisions will not apply to either party.

12. Notices. All notices to be provided pursuant to this MSA shall be in writing and sent by email, hand-delivery, national delivery service or certified U.S. Mail, return receipt requested, to the addresses included in the signature section of this MSA or any updated address information contained in an SOW.

Notices will be deemed given upon electronic confirmation of delivery, hand delivery, and three days after deposit in U.S. Mail, as applicable.

13. Arbitration. In case you and REDW have disagreements about our Services or fees, and we can't resolve them ourselves, both parties agree that the matter may involve complex business or accounting issues. As a result, you and REDW agree to give up the right to a trial by jury in any legal action or claim related to our Services and fees for those Services. Instead, we will try to settle our differences through formal mediation, led by a neutral mediator acceptable to both parties, to minimize the costs involved. If we can't agree on a mediator within thirty (30) days, we will use a mediator appointed by the American Arbitration Association (AAA) according to their rules. If mediation doesn't succeed, we agree that arbitration would be the fairest way to resolve the issues. The party wishing to go to arbitration must give written notice to the other party, specifying the dispute. The arbitration will take place in the city where the primary REDW office providing the relevant Services is located, unless both parties agree on a different location. The arbitration process will follow the Federal Arbitration Act and the current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that pre-hearing discovery will only be allowed if authorized by the arbitrator. The arbitrator, chosen from organizations like AAA, JAMS, or the Center for Public Resources, will be experienced in accounting matters. They won't have the authority to award non-monetary, equitable relief or punitive damages. The arbitration award will be in writing and accompanied by a well-reasoned opinion. The award can be confirmed as a judgment by a federal or state court. Each party will bear its own costs associated with arbitration, except for the costs of the arbitrator, which will be split equally. The arbitration proceedings and any disclosed information will be kept confidential, except as required by professional or regulatory bodies or in related confidential mediation or arbitration.

14. Non-Solicitation. We each understand and agree that we each invest significant resources in attracting, training, and keeping our employees. When employees leave, it costs each of us both time and money. Therefore, we each agree that without prior written authorization from an authorized representative of the other, we will not directly or indirectly try to persuade or encourage any employee of the other party to leave their employment with such party during the period of employment by that party

and for a period of twelve (12) months thereafter. If, during this time, one of us or any affiliated entity hires or engages a former employee of the other party as an employee or independent contractor, that party will be considered to have violated this Agreement. In that case, the offending party agrees to pay the other party as liquidated damages an amount equal to the total W-2 compensation the former employee received from such party in the four (4) months leading up to their departure. Notwithstanding the above, neither of us are restricted from, and will not be required to pay any liquidated damages as a result of, hiring a current or former employee of the other party who contacts the hiring party in response to a general or other non-targeted solicitation by the hiring party.

15. Conflicts of Interest. If either party believes a conflict of interest exists which affects the ability of REDW to provide the Services contained in the SOW, they will notify the other party immediately including providing a description of the potential conflict of interest. If the conflict of interest identified requires the Services provided under the SOW to be terminated because of either party's own or professional ethical standards, the termination provisions included in this MSA will govern the termination of the SOW and the related Services.

16. Termination and Amendment. Either party can end this MSA and / or any SOW as applicable, by giving

IN WITNESS WHEREOF, REDW and Client have executed this MSA through their duly authorized representatives as of the dates stated below.

REDW:

REDW LLC

By: 

Its: Principal – Ryan T. Pasquarella

Date: October 8, 2024

Address: 475 Cottage Street NE, Suite 200
Salem, OR 97301

Email: Ryan.Pasquarella@redw.com

written notice to the other party at least sixty (60) days in advance. If this MSA terminates or is terminated while one or more SOWs remain outstanding, the terms of this MSA shall continue to govern the SOW, and the entire MSA shall be deemed finally terminated only upon termination of all outstanding SOW's, or completion of the work thereunder. Termination of one or more SOWs will not terminate this MSA. In addition, REDW has the right to terminate this MSA and/or any SOW immediately if you violate an important part of the MSA or SOW and do not fix the problem within ten (10) business days after receiving notice. REDW also may terminate this MSA and/or any SOW if REDW finds out information that makes it inappropriate for us to continue working together or client materially breaches our MSA or an SOW. A material breach includes, but is not limited to, not paying REDW's invoices on time, not providing requested information necessary for us to do our job, or engaging in dishonest, fraudulent, or illegal practices. If this MSA or any SOW is terminated by either party, you agree to pay for the Services provided by REDW up to the termination date, including reasonable expenses. Any changes to this MSA or a SOW must be in writing and signed by both parties.

17. Governing Law. All REDW Services are governed by the laws of the state in which the REDW office providing most of the relevant Services is located, except as superseded by any applicable federal law.

Client:

City of Springfield

By:  Nancy Newton
Digitally signed by Nancy Newton
DN: cn=US, o=City of Springfield, cn=Nancy Newton,
email=NancyNewton@springfield-or.gov
Reason: I agree to the terms defined by the placement of my signature in this document
Location: your signing location here
Date: 2024.10.09 14:31:33
Full PlatformID Version: 1.0.0.1

Its: City Manager - Nancy Newton

Date: October 9, 2024

Address: 225 Fifth Street
Springfield, Oregon 97477

Email: nnewton@springfield-or.gov

ATTACHMENT 3

redw.com

March 5, 2025

MSA#93209

City of Springfield
To the Honorable Mayor, Members of the
City Council and Management
Springfield, Oregon

We are pleased to confirm our acceptance and our understanding of this engagement by means of this Statement of Work ("SOW") and the related Master Services Agreement ("MSA") between REDW and the City of Springfield and the Springfield Economic Development Agency.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Springfield and the Springfield Economic Development Agency (collectively, the City), as of June 30, 2025, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, we will audit the City's compliance over major federal award programs for the period ended June 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this SOW. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (GAAP) require that the included supplementary information, such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Individual fund budgetary schedules for the general fund and major special revenue funds. Due to Oregon law, this RSI will receive an "in-relation-to" opinion.
- Required schedules for OPEB, CRP, and OPERS.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Individual fund budgetary schedules not included within the basic financial statements.
- Schedule of expenditures of federal awards.
- Combining fund statements.
- Individual fund budgetary schedules other than general fund and major special revenue funds.
- Other financial schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory section.
- Statistical section.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and with the Minimum Standards for Audits of Oregon Municipal Corporation. As part of an audit of financial statements in accordance with GAAS, Government Auditing Standards, and with the Minimum Standards for Audits of Oregon Municipal Corporation, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS, Government Auditing Standards of the Comptroller General of the United States of America, and with the Minimum Standards for Audits of Oregon Municipal Corporation. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance with Minimum Standards for Audits of Oregon Municipal Corporations upon completion of our audit.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledges and understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the City is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the City complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;

10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and

22. For confirming your understanding of your responsibilities as defined in this SOW to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Other

Ryan T. Pasquarella, CPA is the engagement partner for the audit services specified in this SOW. His responsibilities include supervising REDW's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the services described in this SOW will be \$63,800 and \$4,600 for the City and URA, respectively, plus applicable taxes. There will be an additional fee of \$8,250 for the first Single Audit major program and our fee will increase \$5,000 for each additional Single Audit major program. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

While we anticipate much of the audit can be performed remotely, if travel is required or requested by the Company, travel time will be billed additionally at one-half of our standard hourly rates and out-of-pocket costs such as airfare, rental car/gas, mileage, per diem, lodging, postage, etc. will be billed additionally at actual cost, plus applicable [Local] taxes, as applicable. Travel will be mutually agreed to prior to incurring travel costs.

Our invoices for these fees will be due as work progresses as follows:

INSTALLMENT	INVOICE DUE DATE	FEES/EXPENSES
Installment #1	Upon execution of this agreement	\$ 10,000
Installment #2	June 30, 2025	\$ 20,000
Installment #3	October 31, 2025	\$ 36,650
Installment #4	December 31, 2025	\$ 10,000
Total		\$ 76,650

Outstanding account balances may be charged a late fee at the rate of 1 ½ % per month.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

If any extended audit services are requested by the City, if such services are required to complete the audit (for example, if accounting records are not reconciled or otherwise not ready for audit), they would be billed additionally at our standard hourly rates, depending upon the degree of responsibility involved and the experience level of the personnel assigned. In that case, we will discuss the situation with you before proceeding. Examples of situations that may cause the fee to increase include, but are not limited to, the following:

- **Urgency:** Rush delivery to meet deadline (if the City provides requested information after agreed dates).
- **Rescheduling:** Fieldwork schedule changes with less than one-week notice.
- **Extra Revisions:** Revised trial balances provided after fieldwork begins or numerous adjusting journal entries.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this SOW, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of REDW and constitutes confidential information. However, we may be requested to make certain audit documentation available to state agencies, federal agencies, and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of REDW's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the board of directors the following significant findings from the audit:

1. Our view about the qualitative aspects of the City's significant accounting practices;
2. Significant difficulties, if any, encountered during the audit;
3. Uncorrected misstatements, other than those we believe are trivial, if any;
4. Disagreements with management, if any;

5. Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
6. Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
7. Representations we requested from management;
8. Management's consultations with other accountants, if any; and
9. Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of Government Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We appreciate the opportunity to be of service to the City and believe this SOW accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this SOW, please sign the space provided on the following page.

Sincerely,
REDW LLC



Ryan T. Pasquarella, CPA
Principal

[Signatures appear on following page]

RESPONSE

This SOW correctly sets forth the understanding.

City of Springfield

Acknowledged and agreed to by:

Signature

Title

Date

AGENDA ITEM SUMMARY S P R I N G F I E L D C I T Y C O U N C I L	Meeting Date:	05/05/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Meg Allocco/Finance
	Staff Phone No:	5417263690
	Estimated Time:	Consent Calendar
	Council Goals:	Financially Responsible and Stable Government Services

ITEM TITLE:

Contract Approval - Milliman, Inc. Actuarial Services for City Retirement Plan

ACTION REQUESTED:

Approve contract and authorize the City Manager to sign the agreement with Milliman Inc.

ISSUE STATEMENT:

The City has maintained an outside actuary to prepare reports for the City Retirement Plan (CRP). This contract would renew services through Milliman Inc. to complete actuarial work through December 31, 2028. These reports include individual benefit statements for members of the CRP, a bi-annual Actuarial Valuation Report, and disclosure information to assist with Government Accounting Standard Board reporting requirements for the annual audit.

DISCUSSION/FINANCIAL IMPACT:

The City has historically worked with an outside actuary to provide services related to the City Retirement Plan. These services provide highly specialized skill sets that are difficult and inefficient to maintain within City staff.

This contract is not to exceed \$120,000 over the course of 4 years.

Staff requests Council to authorize the contract and give the City Manager approval to enter into agreement with Milliman Inc.

Attachments

1. C3807 Milliman, Inc.

CITY OF SPRINGFIELD
CONTRACT FOR SERVICES
Contract #3807

Dated: April 1, 2025

Parties: City of Springfield "CITY"
A Municipal Corporation of the State of Oregon
225 5th Street
Springfield, OR 97477

and

Milliman, Inc. "Contractor"

Additional Contractor Information:

a) Type of Entity: ☐ Sole Proprietorship ☐ Partnership
☐ Limited Liability Comp ☒ Corporation

b) Address: 1455 SW Broadway, Suite 1600, Portland, OR 97201

c) Telephone: 503-227-0634

d) Fax No: N/A

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
707-32200-7060-611008	100%

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 \$120,000.00. 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 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 December 31, 2028, 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, 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 5th Street, Springfield, OR 97477 or email to ap@springfield-or.gov. The invoice must reference this contract #3807 and approval code #211.
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. Exempt class of service under SMC Code 2.708(3)(e)

10. First Point of Contact.

Milliman, Inc.- Brent Langland, brent.langland@milliman.com PH 503-660-4127
City- Meg Allocco, mallocco@springfield-or.gov - PH: 541-726-3690

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 \$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. 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 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 corporate activities tax, 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. City will not pay any surcharges, fees, or taxes to Contractor except where required by law or explicitly provided for in this Agreement. 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. 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: _____

REVIEWED & APPROVED
AS TO FORM

Mary Bridget Smith
DATE: 1/16/2025
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

Statement of Work

Description of Consulting Services and Fees for the City of Springfield Retirement Plan

1. Milliman will prepare individual benefit statements for every member of the Retirement Plan. The statements will be in a format agreeable to the City. Participant data will be delivered to Milliman by approximately July 22nd, and the statements delivered to the City by October 1st of each year. Revisions to the City's participant data or other special events such as QDROs may require more time to issue the affected statements.
2. Milliman will prepare an Actuarial Valuation report of the Retirement Plan as of July 1, 2024, July 1, 2026, and July 1, 2028. The Actuarial Valuation report will include a recommendation for funding future benefits in an actuarial sound manner. Milliman will prepare future valuations on a biannual basis unless otherwise requested by the City. In the years a valuation report is requested, preliminary results will be presented to the City within 30-60 days of the individual benefit statements being completed. The final report will be delivered 30-60 days after preliminary results are reviewed and final assumptions are approved by the City.
3. Milliman will assist in preparing GASB 67 and 68 disclosure information for the Retirement Plan. The separate GASB 67 and 68 disclosure letters will be delivered to the City by September 15th of each year.
4. Milliman will prepare an Actuarial Valuation report for the "Other Postemployment Benefits" (OPEB) sponsored by the City. The report will include GASB 75 disclosure information for two fiscal year reporting dates. The July 1, 2024 report will include GASB 75 disclosure information to assist with employer financial reporting for fiscal year end 2025 and fiscal year end 2026. The July 1, 2026 report will include GASB 75 disclosure information for fiscal year end 2027 and 2028. The July 1, 2028 report will include GASB 75 disclosure information for fiscal year end 2029 and 2030. The July 1, 2024 report will be delivered to the City no later than September 15, 2025. The July 1, 2026 Actuarial Valuation report will be delivered to the City no later than September 15, 2027. The July 1, 2028 Actuarial Valuation report will be delivered to the City no later than September 15, 2029.
5. Milliman will calculate the Retirement Plan benefits of individual members and beneficiaries as required by the City. When advising the City about the amount of the benefit of a member or beneficiary who is affected by a recent plan amendment or must receive a required distribution under Internal Revenue Code Section 401(a)(9), Milliman will calculate and advise the City about the amount of the required distribution and in connection with this or plan amendments may incur extra charges or consult with legal counsel for the Retirement plan at the Retirement Plan's expense.

6. If the City deems necessary, Milliman will provide the services of a senior staff member for additional assignments of attendance at meetings in Springfield.

Fees

Milliman agrees to provide the services described above (items 1-6) and to complete the same in a satisfactory and expeditious manner according to a time frame agreed upon by Milliman and Springfield. Milliman fees will be based on regular hourly billing rates and out-of-pocket expenses, subject to the following limitations, if any.

1. Benefit Statements as of June 30, 2024 through June 30, 2028 (including update of census): Not to exceed \$4,500 per year.
2. 2024 City Retirement Plan Actuarial Valuation Report: not to exceed \$9,000;
2026 City Retirement Plan Actuarial Valuation Report: not to exceed \$9,500;
2028 City Retirement Plan Actuarial Valuation Report: not to exceed \$10,000.
3. GASB 67 and 68 City Retirement Plan disclosure letter: not to exceed \$3,500 per year.
4. 2024 GASB 75 OPEB Actuarial Valuation Report: not to exceed \$13,000;
2026 GASB 75 OPEB Actuarial Valuation Report: not to exceed \$13,500;
2028 GASB 75 OPEB Actuarial Valuation Report: not to exceed \$14,000.
5. Individual Benefit Calculations: \$600 - \$800 per occurrence.
6. QDRO Benefit Calculation or other special situation benefit calculation requiring significant additional calculations and review: not to exceed \$1,500 per occurrence.
7. Meeting attendance in Springfield by senior staff: Regular billable rates plus expenses.
8. Actuarial Consulting Services: as agreed upon prior to assignment.
9. Regular hourly billing rates as of July 1, 2024:
Lead Consultant: \$360 - \$450 per hour
Project Manager / Lead Technical Actuary: \$265 - \$360 per hour
Actuarial and Support Staff: \$200 - \$265 per hour

Confidential Information Addendum

1. ***“Protected Information”*** shall be defined as *data or information* that has been designated as private or confidential by law or by the City. *Protected Information* includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question shall be treated as *Protected Information* until a determination is made by the City or proper legal authority.
2. **Data Confidentiality.** Independent Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the City or an individual identified with the data or information in Independent Contractor’s custody or access.

To the extent that Independent Contractor may have access to City protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as “HIPAA”), Independent Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Independent Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Independent Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Independent Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the event of a security breach of data owned or developed by the City, Independent Contractor will notify the City IT Director without unreasonable delay and in no case later than 30 days after discovery of the breach or incident. Independent Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Independent Contractor will not undertake litigation on behalf of the City without prior written consent.
5. **Data Storage and Backup.** Independent Contractor agrees that any and all City data will be stored, processed, and maintained solely on designated servers and that no City data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Independent Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an City officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the City Information Security Officer for any general or specific case.

Independent Contractor agrees to store all City backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.
6. **Data Re-Use.** Independent Contractor agrees that any and all Customer data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Customer data shall not be distributed, repurposed or shared across other applications, environments, or business units of Independent Contractor. Independent Contractor further agrees that no Customer data of any kind shall be revealed, transmitted,

exchanged or otherwise passed to other Independent Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a City officer with designated data, security, or signature authority.

7. **PCI Compliance.** Independent Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Independent Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Independent Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all City data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of City whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Independent Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, Independent Contractor will provide City with prompt written notice so that City may seek an appropriate protective order or other remedy. If a remedy acceptable to City is not obtained by the date that Independent Contractor must comply with the request, Independent Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Independent Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Independent Contractor and City acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage City in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give City the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Independent Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Independent Contractor further grants City the right, but not the obligation, to enforce these provisions in Independent Contractor's name against any of Independent Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Independent Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Independent Contractor and City.
12. **Criminal Background Check.** City shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the City's Criminal Justice Information System (CJIS) protected data, software systems or facilities. For access to any area where CJI information is stored or transmitted Independent Contractor's employees shall possess Level 4 certification.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Independent Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of City.

AGENDA ITEM SUMMARY S P R I N G F I E L D C I T Y C O U N C I L	Meeting Date:	05/05/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Casilda Gonzales Figueroa/Community Development
	Staff Phone No:	541-744-3381
	Estimated Time:	Consent Calendar
	Council Goals:	Maintain and Improve Infrastructure and Facilities

ITEM TITLE:

Acceptance of Project P31090, Moffit Manhole Kinglet Court

ACTION REQUESTED:

Adopt or reject the following resolution:

A Resolution Accepting Public Improvement for Moffit Manhole Kinglet Court, P31090

ISSUE STATEMENT:

The work on this project has been completed by Monkey Hero LLC and their Contractor, H & J Construction Inc. City Staff and the developer's consulting engineer, The Favreau Group LLC, have completed the final inspection, paperwork, and approval. The project is now ready for formal City Council acceptance.

DISCUSSION/FINANCIAL IMPACT:

The Moffit manhole type 2 encroachment permit consists of installing a new manhole over an existing sewer line in Moffit to allow individual sewer laterals to be extended into the Kinglet Court Subdivision developed by Monkey Hero LLC. All construction work has been paid for by the developer, Monkey Hero, LLC, and constructed by H and J Construction, Inc. 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.

Attachments

1. P31090, Moffit Manhole Kinglet Court Resolution
2. P31090, Moffit Manhole Kinglet Court Vicinity Map

**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: P31090, Moffit Manhole Kinglet Court;

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 5th day of May 2025, by a vote of _____ for and _____ against.

ATTEST:

City Recorder

**REVIEWED & APPROVED
AS TO FORM**

Kristina Kraaz

DATE: **Feb. 9, 2021**

SPRINGFIELD CITY ATTORNEY'S OFFICE

Attachment #2 – P31090, Moffit Manhole Kinglet Court



AGENDA ITEM SUMMARY S P R I N G F I E L D C I T Y C O U N C I L	Meeting Date:	05/05/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Matt Stouder/Environmental Services Division
	Staff Phone No:	5417263620
	Estimated Time:	5 Minutes
	Council Goals:	Financially Responsible and Stable Government Services

ITEM TITLE:

Wastewater and Stormwater User Fees FY 2025-26

ACTION REQUESTED:

Conduct a public hearing on local and regional wastewater and local stormwater user fees.

Adopt a Resolution of the City Of Springfield Setting Local And Regional Wastewater (Sewer) User Fees and Local Stormwater (Drainage) User Fees as Set Forth in the Springfield Municipal Code.

ISSUE STATEMENT:

Each year, the City Council reviews and establishes the rates for local wastewater and stormwater user fees and adopts regional wastewater user fees set by the Metropolitan Wastewater Management Commission. Council action is needed to establish user fees for FY 2025-26 (FY 25-26).

DISCUSSION/FINANCIAL IMPACT:

Each year, the City Council reviews and establishes the rates for local wastewater and stormwater user fees. Rates are established to provide adequate revenue to fund operation and maintenance (O&M) of Springfield's wastewater (sanitary sewer) and stormwater systems, a portion of the Capital Improvement Program (CIP) for each program, and various other program related activities. The Council also adopts the user fees set by the Metropolitan Wastewater Management Commission (MWMC) for the Regional Wastewater Program.

The City Council reviewed and discussed options for local wastewater and stormwater user fees at the April 14, 2025 work session. Details on the options discussed are provided in Attachment 2. Council provided guidance to staff to prepare a resolution based on Option 2 for both wastewater and stormwater services. Staff has provided a schedule of user charges for a public hearing based on a 5.0 % adjustment in the rates for local wastewater and a 3.0% adjustment in stormwater user fees. In addition, the Council was informed that the MWMC adopted a 5.0% adjustment in the regional wastewater user fees that also needs to be incorporated into the schedule of user charges for FY 25-26.

Attachment 1, a resolution establishing the local and regional wastewater and local stormwater user fees for FY 25-26, is provided for Council consideration. Staff requests that the Council act on the resolution following the public hearing.

Attachments

1. Resolution WW & SW User Fees FY 25-26
2. Wastewater & Stormwater User Fees FY 2025-26

**CITY OF SPRINGFIELD, OREGON
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY OF SPRINGFIELD SETTING LOCAL AND REGIONAL
WASTEWATER (SEWER) USER FEES AND LOCAL STORMWATER (DRAINAGE) USER FEES AS
SET FORTH IN THE SPRINGFIELD MUNICIPAL CODE**

WHEREAS, the City of Springfield has established a system of wastewater and stormwater drainage sewer systems; and

WHEREAS, under the Intergovernmental Agreement (IGA) entered into by the City of Springfield, the City of Eugene and Lane County in February 1977, and as subsequently amended, the Metropolitan Wastewater Management Commission (MWMC) constructs, operates, and maintains the regional sewerage facilities, as described in the IGA; and

WHEREAS, the costs related to operation, maintenance and certain capital improvements of the local and regional wastewater sewer systems, and the local stormwater drainage systems are funded through user fees; and

WHEREAS, Sections 4.206(3) and 4.208(2)(a)(i) and (ii) of the Springfield Municipal Code authorize the setting of wastewater and stormwater charges by resolution of the Council; and

WHEREAS, the MWMC approved Resolution 25-04, adopting the Regional Wastewater Program Budget and Capital Improvements Program for fiscal year (FY) 2025-2026, and Resolution 24-03, adopting a schedule of user fees for FY 25-26 operations and capital programs, on April 11, 2025, after reviewing the proposed Resolutions in a series of public meetings and/or public hearings; and

WHEREAS, Section 8(c) of the MWMC IGA obligates the City to "adopt user charges required by 40 CFR 35.929 in an amount not less than adopted by the Commission"; and

WHEREAS, the schedule of sewer user fees, attached as Exhibit "A," and incorporated herein, is needed to collect revenues necessary to fund the operations, maintenance, and certain capital improvements of the local and regional wastewater (sewer) system and the local stormwater drainage system in FY 25-26.

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

Section 1: The City of Springfield Schedule of Local and Regional Wastewater (Sanitary Sewer) User and Local Stormwater (Drainage) Fees, which is attached as Exhibit "A," is hereby adopted and shall take effect with bills rendered on or after July 1, 2025.

Section 2: This Resolution shall take effect upon its adoption by the Council.

ADOPTED by the Common Council of the City of Springfield this _____ day of May, 2025, by a vote of _____ for and _____ against.

ATTEST:

City Recorder

REVIEWED & APPROVED
AS TO FORM

Kristina Kraaz
DATE: 3/31/2025
SPRINGFIELD CITY ATTORNEY'S OFFICE

EXHIBIT A

Wastewater (Sanitary Sewer)

Beginning with bills rendered on or after July 1, 2025

Wastewater charges shall be as follows:

Wastewater Monthly Fee Schedule

Wastewater Flow-Based Fee (per unit - 748 gallons)

	Residential Customer	Commercial / Industrial Customers				
		Low Strength 400*	Medium Strength 800*	High Strength 1200*	Very High Strength 1600*	Super High Strength Over 1600*
MWMC	\$2.500	\$3.359	\$4.893	\$6.945	\$9.001	\$11.052
City of Springfield	\$4.288	\$4.288	\$4.288	\$4.288	\$4.288	\$4.288
Total	\$6.788	\$7.647	\$9.181	\$11.233	\$13.289	\$15.341

* Average total biochemical oxygen demand and suspended solids in milligrams per liter (mg/L)

Base Charge: A regional (MWMC) monthly base charge of \$16.79 is applied to each account

Stormwater (Drainage)

Beginning with bills rendered on or after July 1, 2025

Stormwater charges shall be as follows:

Stormwater Monthly Fee Schedule

*** Residential:** \$17.48

** Commercial	Very Heavy >70%	Heavy 41-70%	Moderate 20-40%	Light <20%	Undeveloped 0%
Base Fee per 1,000 sq ft	\$2.031	\$2.031	\$2.031	\$2.031	\$0.000
Impact Fee per 1,000 sq ft	\$3.051	\$1.779	\$0.510	\$0.000	\$0.000
Total Rate per 1,000 sq ft	\$5.082	\$3.810	\$2.541	\$2.031	\$0.000

* Residential includes single family residential and duplex households

** Commercial is based on percentage of property development (impervious surface)

** In addition to the Commercial rates above, an Administrative Fee of \$2.018 per account is applied monthly

MEMORANDUM

City of Springfield

Date: 4/14/2025

To: Nancy Newton, City Manager

From: Matt Stouder, DPW Environmental Services Director
Jeff Paschall, DPW Community Development Director

**COUNCIL
BRIEFING
MEMORANDUM**

Subject: Wastewater and Stormwater User Fees FY 2025-26

ISSUE:

User fees for local wastewater and stormwater services are reviewed annually by the Council as part of the City's budget development process. Staff is in the process of updating user fees for Council consideration and adoption. A public hearing is scheduled for May 5, 2025. Additionally, the Metropolitan Wastewater Management Commission (MWMC) approved a schedule of Fiscal Year 2025-26 (FY 25-26) regional wastewater user fees on April 11, 2025, and will forward them to the Cities of Springfield and Eugene for implementation.

COUNCIL GOALS/

MANDATE:

Provide Financially Responsible and Innovative Government Services

To fund services associated with the City's wastewater and stormwater programs and adopted Capital Improvement Program (CIP), a revenue plan that includes an adjustment in user fees for FY 25-26 has been prepared for Council consideration. Revenues generated from user fees fund ongoing system maintenance, investments in capital improvements to replace existing infrastructure and accommodate new development, meet revenue bond covenants, ensure environmental and regulatory permit requirements are met, and maintain operating and capital reserves.

BACKGROUND:

As part of the budget development process, the City develops an annual CIP and operating budget for the local wastewater and stormwater programs. These programs face many challenges, including fixed operating and maintenance costs, increased capital construction costs, and costs to comply with Federal and State environmental mandates.

To meet these challenges, the City develops the CIP and operating budget, makes debt service payments, and sets reserve levels as established by the Council. This information is then used to determine annual funding requirements. Primary funding sources include wastewater and stormwater user fees (for operating and capital expenses), and system development charges (SDCs) for capital only expenses. In addition to local fees, the MWMC establishes regional wastewater charges to fund the Regional Wastewater Program.

Local wastewater and stormwater services and associated infrastructure are vital to economic development as well as the health and safety of local waterways, and they are important to Springfield residents. A brief description of the City's local wastewater and stormwater programs is below:

Local Wastewater Program

The wastewater system serving Springfield has two components: (1) a local wastewater collection system owned and operated by the City, and (2) a regional conveyance and treatment system owned and operated

by the MWMC. The local system is comprised of about 250 miles of collection pipelines and 16 pump stations. Operations and maintenance of the local system is funded entirely by revenue from local wastewater user fees. In addition, user fees are the primary source of funding for the City's CIP, which provides for system preservation, major rehabilitation, and expansion to support growth and development. Through previous rate actions, revenues for this program are stable, and current and projected CIP priorities have been programmed based upon moderate and incremental rate adjustments.

The update of the Wastewater Master Plan is in the final stages with the final draft complete and Council review and adoption consideration scheduled for June. The updated master plan identifies infrastructure improvements and system expansion to support growth within the Urban Growth Boundary (UGB) and meet federal permit requirements. As part of the Wastewater Master Plan Update, a strategic financial plan was developed to evaluate existing funds and future revenue needs to fund the 20-year plan as well as ongoing Capacity, Management, Operations, and Maintenance (CMOM) Program capital needs. This strategic financial plan was used to develop the recommended rate increase for FY26.

Local Stormwater Program

Stormwater management services are an important part of the City's effort to improve water quality, protect aquatic habitat and recreational opportunities, and protect properties and infrastructure from flooding. The City's National Pollutant Discharge Elimination System (NPDES) Stormwater Permit and Council adopted Stormwater Management Plan implement Federal and State water quality standards and guide the delivery of stormwater services for the community. The City's storm drainage system includes about 190 miles of stormwater pipe, approximately 6,289 catch basins, 244 water quality facilities (including the Mill Race Stormwater Facility), and approximately 28.5 miles of surface vegetated waterways, which require ongoing inspection, maintenance, and vegetation control. In addition, 306 curb miles of street sweeping and leaf cleanup support surface stormwater quality activities that address permit compliance. Stormwater operations and maintenance services are funded entirely by revenue from the stormwater user fees. User fees are a primary source of funding for the maintenance, rehabilitation, and preservation of the City's stormwater capital infrastructure assets. The current and projected stormwater CIP program is based upon moderate and incremental rate adjustments.

PROPOSED LOCAL WASTEWATER AND STORMWATER USER FEE OPTIONS

Proposed FY 25-26 user fee options are discussed below for a residential monthly bill (assumes 6,684 units or 5,000 gallons of wastewater generated monthly). The average Springfield residential customer uses approximately 4,300 gallons monthly. Note, 5,000 gallons is used to normalize and compare with other communities. The below options are presented for Council discussion and consideration.

Option 1: Combined Local Wastewater and Stormwater User Fee – 3.62% (combined) adjustment.

The table below displays the proposed combined rate adjustment as a percentage and dollar amount (\$1.64) for a residential monthly bill. The level of projected rate change for future years is also displayed.

Option 1 funds existing system operations, maintenance, and regulatory obligations, as well as the Council approved CIP. This option also provides a forecast to the continued and projected decrease in wastewater volumes by users and positions the City to better mitigate revenue losses when significant system users make major modifications to their business practices. Option 1 considers the Engineering News-Record (ENR) Construction Cost Index (CCI) relative to inflation on construction materials and labor cost increases, which increased by an average of 2.6% in 2024, and 1.6% in the first four months of 2025. The ENR CCI rate of inflation is generally higher than the CPI inflation index and more closely aligns with the City's capital construction project costs.

Lastly, this option positions the City (in a lesser manner) to meet new requirements related to environmental permitting, including the existing Phase II General Stormwater permit and upcoming

expected 2025 General permit. It also allows for a greater transfer to capital reserves over the 5-year period coinciding with the City's 5-year CIP, which may allow for deferral of future revenue bond issuance or loans that include financing interest expenses and additional cash reserve requirements over a 20-year term.

Fiscal Year	24-25 Adopted	25-26 Proposed	26-27 Projection	27-28 Projection
Local Wastewater Services				
Monthly Residential Bill	\$27.98	\$29.10	\$30.55	\$32.08
Local Rate Adjustment	5.00%	4.00%	5.00%	5.00%
Residential Increase	\$1.33	\$1.12	\$1.45	\$1.53
Stormwater Services				
Monthly Residential Bill	\$17.48	\$18.00	\$18.54	\$19.10
Local Rate Adjustment	3.00%	3.00%	3.00%	3.00%
Residential Increase	\$0.51	\$0.52	\$0.54	\$0.56
Local Wastewater & Stormwater Combined				
Monthly Residential Bill	\$45.46	\$47.10	\$49.10	\$51.18
Rate Adjustments Combined	4.09%	3.62%	4.24%	4.24%
Residential Rate Increase	\$1.84	\$1.64	\$2.00	\$2.08

Option 2 (Recommended): Combined Local Wastewater and Stormwater User Fee – 4.23% adjustment.

The table below displays the recommended combined rate adjustment as a percentage and dollar amount (\$1.92) for a residential monthly bill. The recommended rate changes represent the most responsible rate change, given the stormwater and wastewater permit regulatory requirements, ongoing operation and maintenance of the systems, and current and planned capital project work.

Fiscal Year	24-25 Adopted	25-26 Proposed	26-27 Projection	27-28 Projection
Local Wastewater Services				
Monthly Residential Bill	\$27.98	\$29.38	\$30.85	\$32.39
Local Rate Adjustment	5.00%	5.00%	5.00%	5.00%
Residential Increase	\$1.33	\$1.40	\$1.47	\$1.54
Stormwater Services				
Monthly Residential Bill	\$17.48	\$18.00	\$18.54	\$19.10
Local Rate Adjustment	3.00%	3.00%	3.00%	3.00%
Residential Increase	\$0.51	\$0.52	\$0.54	\$0.56
Local Wastewater & Stormwater Combined				
Monthly Residential Bill	\$45.46	\$47.38	\$49.39	\$51.49
Rate Adjustments Combined	4.09%	4.23%	4.24%	4.25%
Residential Rate Increase	\$1.84	\$1.92	\$2.01	\$2.10

REGIONAL WASTEWATER USER FEES:

At the March 14, 2025, MWMC meeting, staff presented the Preliminary FY 25-26 Regional Wastewater Program Budget and Capital Improvement Program as well as the proposed regional wastewater user fee rates. Based on discussions and input provided by the Commission, staff returned to the Commission on April 11, 2025, for a public hearing where the Commission adopted resolutions recommending a 5.0% user fee adjustment in FY 25-26, and the Regional FY 25-26 Budget for ratification by the cities of Eugene and Springfield. The table below shows the adopted FY 25-26 regional wastewater user fees.

MWMC Regional Wastewater FY 25-26 Adopted Rates and Forecast

Fiscal Year	25-26 Adopted	26-27 Projection	27-28 Projection
Monthly Residential Bill ⁽¹⁾	\$33.51	\$35.18	\$36.94
Regional Rate Adjustment	5.00%	5.00%	5.00%
Residential Adjustment	\$1.60	\$1.68	\$1.76

(1) When applied to 6.684 billing units or 5,000 gallons

With the recommended Option 2 including a local wastewater rate adjustment of 5.0% (\$1.40/month), a proposed stormwater rate adjustment of 3.0% (\$0.52/month), and the MWMC adopted regional wastewater rate adjustment of 5.0% (\$1.60/month), the residential bill (assuming 6.684 units or 5,000 gallons of wastewater generated) would increase by \$3.52 monthly (assuming 5,000 gallons generated).

RECOMMENDED ACTION:

Staff has carefully considered the funding requirements associated with the proposed FY 25-26 budget and recommends Council consider a local wastewater rate adjustment of 5.0% and a stormwater rate adjustment of 3.0% (Option 2). If adopted, the proposed adjustments will provide sufficient revenues in FY 25-26 to continue to defer the need for future financing, maintain adequate debt service coverage, meet environmental regulations and permitting requirements, fund necessary capital improvements and system maintenance obligations, and provide quality services to existing customers and new development.

Staff requests Council's consideration, comments, and direction on the proposed rate changes. The schedule of wastewater and stormwater fees, including the regional MWMC adopted rates for FY 25-26, will be reviewed and considered at the public hearing currently scheduled for May 5, 2025.

AGENDA ITEM SUMMARY S P R I N G F I E L D C I T Y C O U N C I L	Meeting Date:	05/05/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Thomas Sievers/Community Development
	Staff Phone No:	
	Estimated Time:	5 Minutes
	Council Goals:	Community and Economic Development and Revitalization

ITEM TITLE:

Kiev Street Name Change - Second Reading

ACTION REQUESTED:

Conduct a Second Reading of the following Ordinance:

An Ordinance renaming Kiev Street, in the Uke Village Subdivision, to Kyiv Street, as platted and recorded in Book 73, Pages 98 and 99, plat records of Lane County Oregon in Township 17 South, Range 3 West, of the Willamette Meridian.

ISSUE STATEMENT:

The City Council is requested to approve, approve with conditions, or deny a request to rename Kiev Street to Kyiv Street.

DISCUSSION/FINANCIAL IMPACT:

There are no criteria in the Springfield Development Code pertaining to renaming streets; however, ORS 227.120 directs the City Council by ordinance to rename the street in accordance with the staff recommendation or by resolution to reject the recommendation. Additionally, the Springfield Municipal Code contains street naming policies (3.244) and renaming procedures (3.248) to direct this process.

The Uke Village Subdivision was platted in 1978. A majority of residents of the street submitted a petition requesting the renaming of the street to the geographically and culturally correct Ukrainian spelling of Kyiv. There are no duplicates or currently existing spellings of this street name in the Springfield city limits.

Staff recommend that this street be renamed Kyiv Street. This will align the spelling with the predominant cultural identity of the Uke Village Subdivision.

Attachments

1. Consent Petition
- 1a. Subdivision Plat
2. Staff Report
3. Ordinance

CONSENT OF PROPERTY OWNER TO MODIFY THE NAME
FROM "KIEV" STREET TO "KYIV" STREET IN SPRINGFIELD, OREGON

Springfield City Council
225 5th St,
Springfield, OR 97477

We, the undersigned property owners and residents of Kiev Street, Springfield, OR provide our consent to change the name of "Kiev Street" to "Kyiv Street" as it reflects the correct geographic name of Ukrainian capital city of Kyiv, which our street has been named after.

EXISTING NAME: Kiev Street

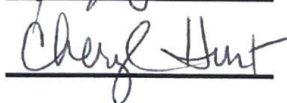
PROPOSED NAME: Kyiv Street

BACKGROUND: The current spelling of the street is historically inaccurate and culturally inappropriate. The spelling of "Kiev" street reflects the Russian-rooted name of Ukrainian capital city as opposed to its historically accurate Ukrainian name "Kyiv." We as property owners and residents support this effort by supporting the petition to the City of Springfield to change the street name to be called Kyiv Street.

While the history of the street name is not clear, the street was likely named "Kiev Street" to honor a small group of Ukrainian families that resided in this area. At that time "Kiev" was acceptable through the period when the Soviet Union existed, and its communist government tried to wash Ukrainian identity away by eliminating distinct Ukrainian geographic names.

CURRENT IMPORTANCE: In recent years, the U.S. media, universities, and even public officials have noticeably moved towards using culturally appropriate geographic names as applied to Ukraine, which includes the city of Kyiv. Today, the name Kyiv has become a standard for prominent national and international English speaking media, such as New York Times, Washington Post, Associated Press, NPR, and many others. The proper name was also adopted by the U.S. Department of State and the U.S. Board on Geographic Names.

We believe that changing the misleading and historically inaccurate street name would serve as an important gesture of empathy and solidarity with the people of Ukraine, as well as bringing our own street naming up to date.

NAME OF PROPERTY OWNER	ADDRESS	SIGNATURE	CONTACT
<u>Kyle Hunt</u>	<u>1487 Kiev St</u>	<u></u>	<u>541-729-5482</u>
<u>Cheryl Hunt</u>	<u>1487 Kiev St</u>	<u></u>	<u>541-844-5630</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

For questions, please contact:

Andriy Schular ashulyar@gmail.com, 541-513-1954

CONSENT OF PROPERTY OWNER TO MODIFY THE NAME
FROM "KIEV" STREET TO "KYIV" STREET IN SPRINGFIELD, OREGON

Springfield City Council
225 5th St,
Springfield, OR 97477

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EXISTING NAME: Kiev Street

PROPOSED NAME: Kyiv Street

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We believe that changing the misleading and historically inaccurate street name would serve as an important gesture of empathy and solidarity with the people of Ukraine, as well as bringing our own street naming up to date.

NAME OF PROPERTY OWNER	ADDRESS	SIGNATURE	CONTACT
<u>Cheryl L. Kimbo</u>	<u>1472 Kiev St.</u>	<u>Cheryl L. Kimbo</u>	<u>602-300-0399</u>
<u>(Michael Rothermel)</u>			

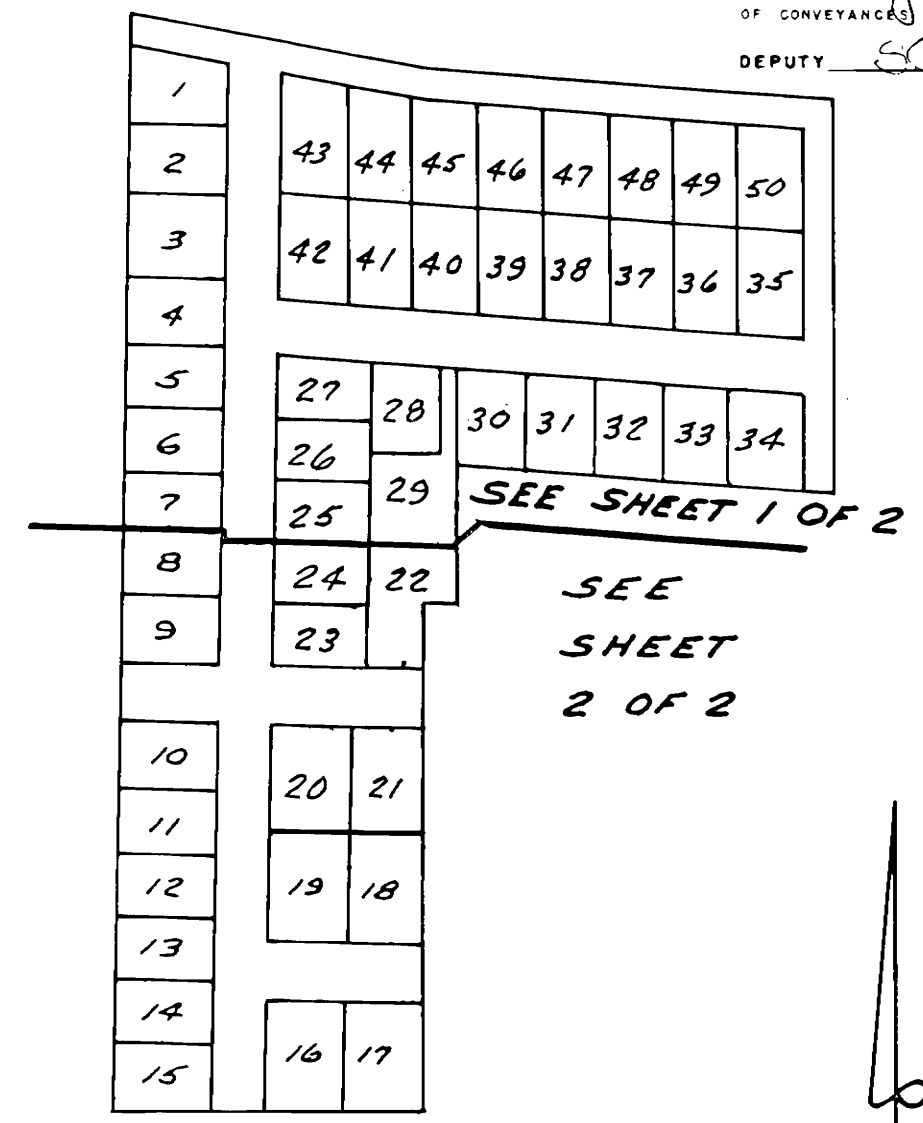
For questions, please contact:
Andriy Schular ashulyar@gmail.com, 541-513-1954

FILED

DATE Aug 13
LANE COUNTY CLERK & RECORDER
OF CONVEYANCES
DEPUTY SPRIGG

UKE VILLAGE
SECTION 34, T.17S., R.3 W., W.M.
SPRINGFIELD, LANE COUNTY, OREGON

RE-ENT. ANGLE
ROBERT E.
CAMPBELL
DLC NO. 59
FD. RR SPIKE
SHEET
1 OF 2



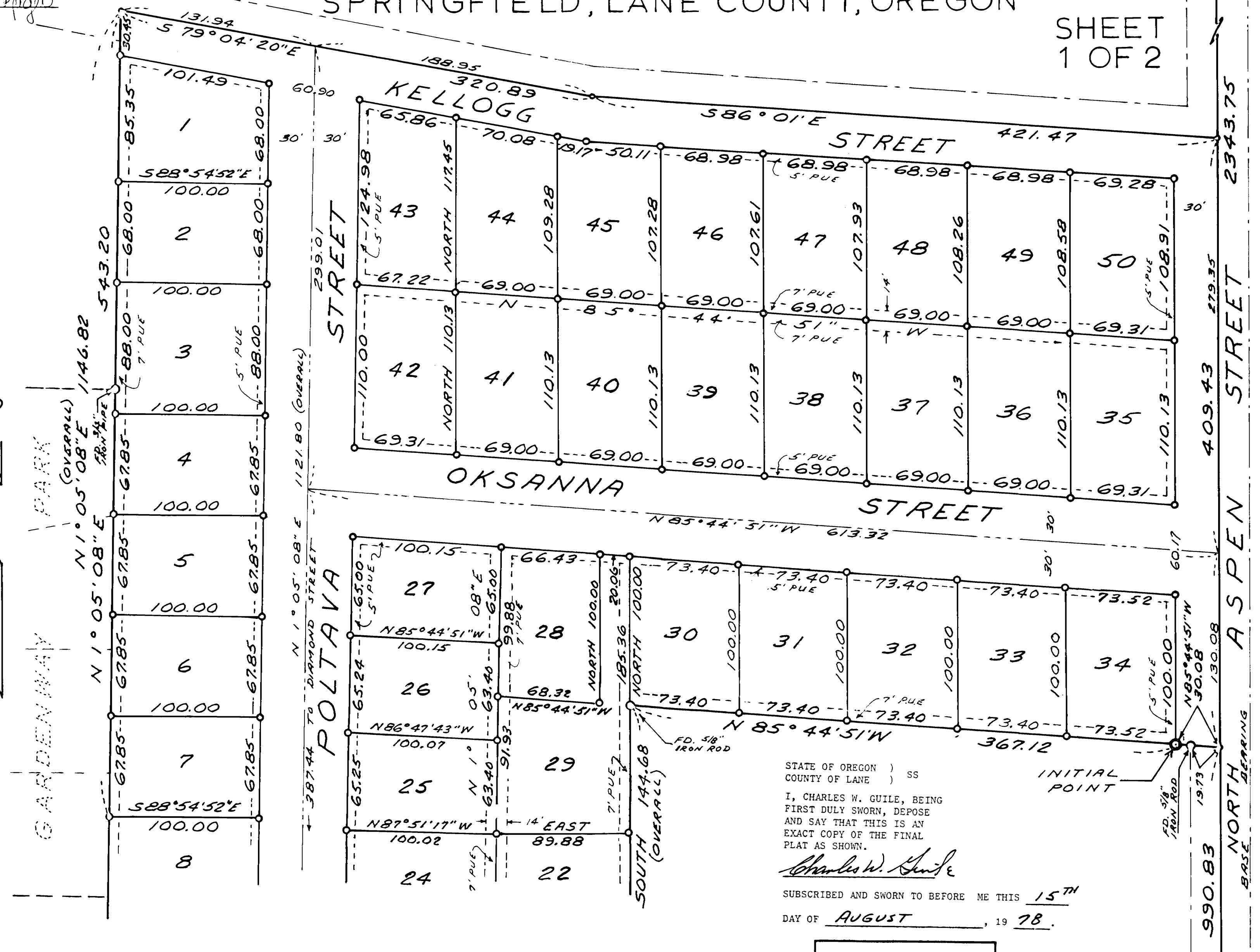
INDEX

SCALE ~ 1"=50'

0 ~ SET 5/8" IRON ROD
PUE ~ PUBLIC UTILITY
EASEMENT

APPROVALS:
Donald H. Rust Jr.
COUNTY COMMISSIONER
Robert C. Wood
COUNTY COMMISSIONER
Archie Weinstein
COUNTY COMMISSIONER
James E. Hammon
COUNTY ASSESSOR
Sidney E. Hammond
CITY SURVEYOR

SPRINGFIELD PLANNING COMMISSION:
Richard L. Larsman
PRESIDENT
Richard Johnson
SECRETARY



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Charles W. Guile
OREGON
MAY 8, 1989
CHARLES W. GUILÉ
472

STATE OF OREGON)
COUNTY OF LANE) SS
I, CHARLES W. GUILÉ, BEING
FIRST DULY SWORN, DEPOSE
AND SAY THAT THIS IS AN
EXACT COPY OF THE FINAL
PLAT AS SHOWN.

Charles W. Guile

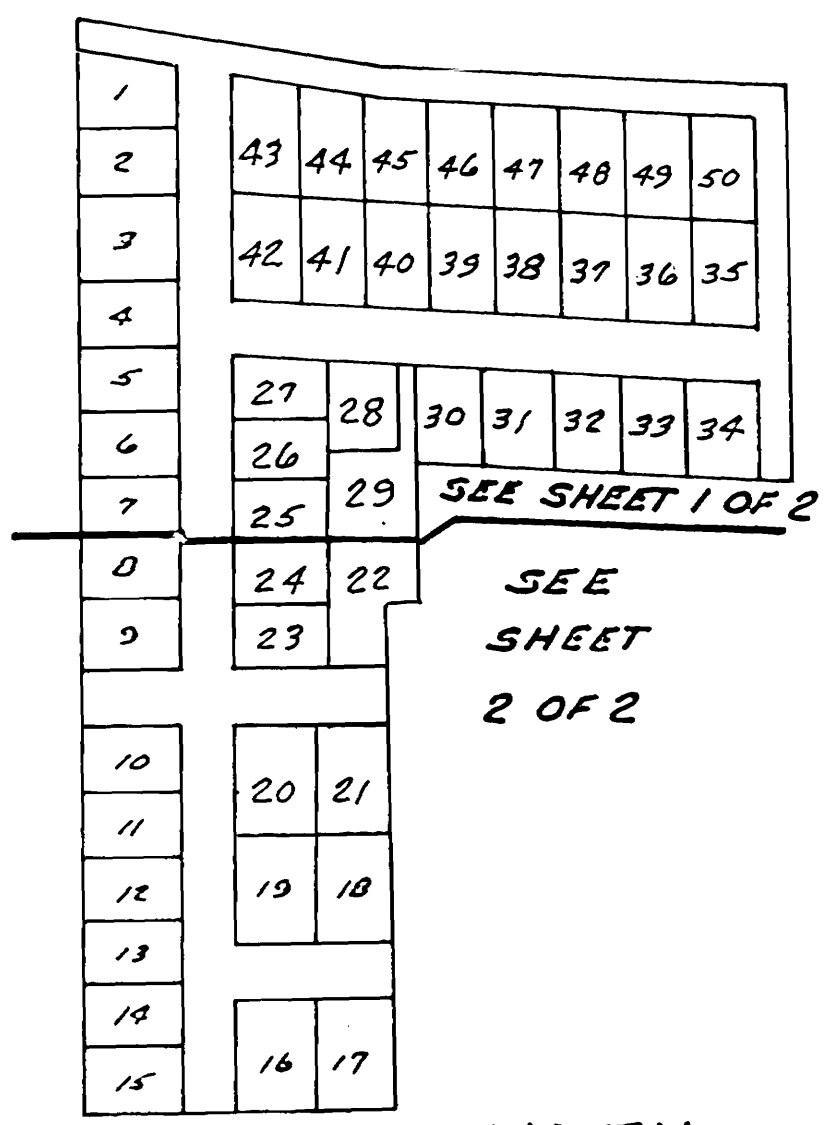
SUBSCRIBED AND SWORN TO BEFORE ME THIS 15TH
DAY OF AUGUST, 19 78.

Martin A. Hunsch
Notary Public - Oregon
My Commission Expires 9-25-79

MIDDLE S.E. COR. ROBERT
E. CAMPBELL D.L.C. NO. 59
T. 17S., R. 3 W., W.M.
FD. BRASS CAP.

UKE VILLAGE
SECTION 34, T.17S., R.3 W., W.M.
SPRINGFIELD, LANE COUNTY, OREGON

SHEET 2 OF 2



INDEX

STATE OF OREGON)
COUNTY OF LANE) SS
I, CHARLES W. GUILLE, BEING
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AND SAY THAT THIS IS AN
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PLAT AS SHOWN.

Charles W. Guille
SUBSCRIBED AND SWORN TO BEFORE ME THIS 15TH
DAY OF AUGUST, 19 78.

Martin A. Kuehl
Notary Public - Oregon
My Commission Expires 9-25-79

SURVEYORS CERTIFICATE: STATE OF OREGON)
COUNTY OF LANE) SS
I, CHARLES W. GUILLE, REGISTERED PROFESSIONAL LAND SURVEYOR, BEING FIRST DULY SWORN ON
OATH SAY THAT I HAVE CAUSED TO BE SURVEYED AND MARKED WITH PROPER MONUMENTS THE FOL-
LOWING DESCRIBED PLAT: BEGINNING AT THE BRASS CAP MONUMENT MARKING THE MIDDLE SOUTH-
EAST CORNER OF THE ROBERT E. CAMPBELL DONATION LAND CLAIM NO. 59, TOWNSHIP 17 SOUTH,
RANGE 3 WEST OF THE WILLAMETTE MERIDIAN: THENCE ALONG THE EAST LINE OF SAID CAMPBELL
DONATION LAND CLAIM LINE AND ALONG THE CENTER OF ASPEN STREET AS MONUMENTED, NORTH
990.83 FEET; THENCE LEAVING SAID LINE, NORTH 85° 44' 51" WEST 30.08 FEET TO THE INITIAL
POINT OF BEGINNING, SAID INITIAL POINT BEING MARKED BY A 2" X 36" GALVANIZED IRON PIPE
DRIVEN 6" BELOW THE SURFACE OF THE GROUND; THENCE NORTH 85° 44' 51" WEST 367.12 FEET
TO A POINT MARKED BY AN EXISTING 5/8 INCH IRON ROD; THENCE SOUTH 144.68 FEET; THENCE
WEST 30.00 FEET; THENCE SOUTH 531.84 FEET; THENCE WEST 331.13 FEET TO THE SOUTHEAST
CORNER OF THE FIRST ADDITION TO GARDENWAY PARK, AS PLATTED AND RECORDED IN BOOK 65,
PAGE 12, LANE COUNTY OREGON PLAT RECORDS; THENCE ALONG THE EAST LINE OF SAID FIRST
ADDITION TO GARDENWAY PARK AND THE EAST LINE OF GARDENWAY PARK, AS PLATTED AND RECORD-
ED IN BOOK 57, PAGE 29, LANE COUNTY OREGON PLAT RECORDS, AND ITS EXTENSION NORTHERLY,
NORTH 1° 05' 08" EAST 1146.82 FEET TO A POINT IN KELLOGG STREET; THENCE ALONG KELLOGG
STREET THE FOLLOWING TWO COURSES, SOUTH 79° 04' 20" EAST 320.89 FEET AND SOUTH 86° 01'
EAST 421.47 FEET TO THE INTERSECTION WITH ASPEN STREET; THENCE ALONG ASPEN STREET,
SOUTH 409.43 FEET; THENCE NORTH 85° 44' 51" WEST 30.08 FEET TO THE INITIAL POINT OF
BEGINNING, IN SPRINGFIELD, LANE COUNTY, OREGON.

SUBSCRIBED AND SWORN TO BEFORE
ME THIS 9TH DAY OF
MAY 19 78.

Charles W. Guille
CHARLES W. GUILLE, R.P.L.S.

Laura A. North
Notary Public - Oregon
My Commission Expires 9-8-81

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Charles W. Guille
OREGON
MAY 8, 1979
CHARLES W. GUILLE
472

DEDICATION:
KNOW ALL MEN THAT GREGORY SCHPANKYN AND ANNA OKSANNA SCHPANKYN, HUSBAND AND WIFE, CONTRACT PURCHASER'S AND RICHARD J. MAXWELL
AND CONSTANCE MAXWELL, HUSBAND AND WIFE, CONTRACT SELLER'S, ARE THE OWNERS OF THE DESCRIBED PROPERTY AND THEY HEREBY LAYOUT AND
SUBDIVIDE THE SAME AS SHOWN ON THE PLAT AND THEY DO HEREBY DEDICATE TO THE PUBLIC FOREVER THE STREETS AND EASEMENTS AS SHOWN
HEREON.

Gregory Schpankyn
GREGORY SCHPANKYN

Richard J. Maxwell
RICHARD J. MAXWELL

Anna Oksanna Schpankyn
ANNA OKSANNA SCHPANKYN

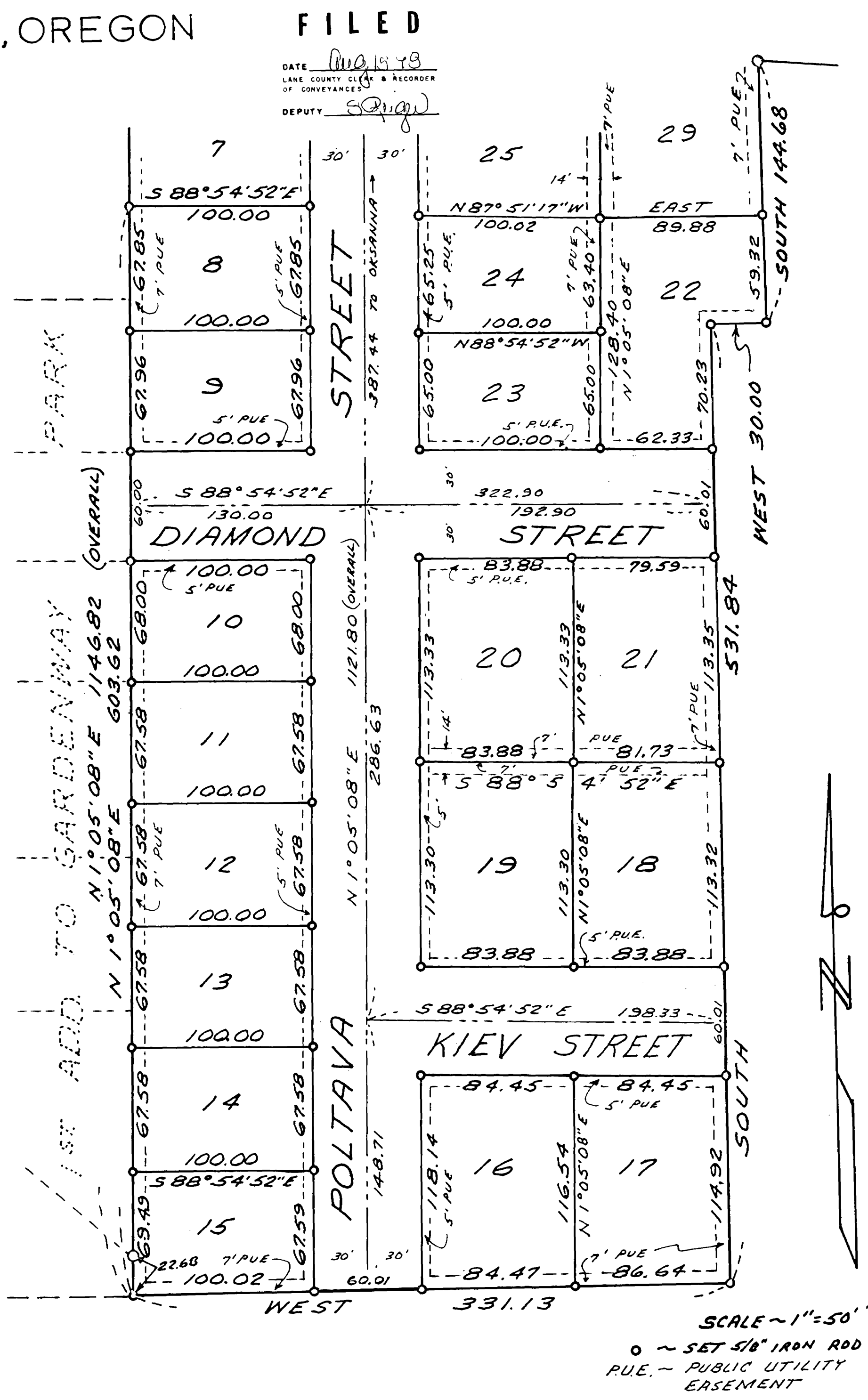
Constance Maxwell
CONSTANCE MAXWELL

ACKNOWLEDGEMENT: STATE OF OREGON)
COUNTY OF LANE) SS

PERSONALLY APPEARED GREGORY SCHPANKYN AND ANNA OKSANNA SCHPANKYN, HUSBAND AND WIFE, AND RICHARD J. MAXWELL AND CONSTANCE MAXWELL,
HUSBAND AND WIFE, WHO ARE KNOWN TO ME TO BE THE IDENTICAL INDIVIDUALS WHO EXECUTED THE FORGOING INSTRUMENT AND THEY DO HEREBY ACK-
NOWLEDGE SAID INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED.

SUBSCRIBED AND SWORN TO BEFORE
ME THIS 8TH DAY OF
MAY 19 78.

Charles W. Guille
Notary Public - Oregon
My Commission Expires 9/25/79



**CITY OF SPRINGFIELD
DEVELOPMENT & PUBLIC WORKS DEPARTMENT
225 FIFTH STREET
SPRINGFIELD, OR 97477
(541) 726-3753**



Street Name Change Request

Date:

April 9, 2025

Applicant:

City of Springfield
225 Fifth Street
Springfield, OR 97477



NATURE OF REQUEST

A request has been made to the common council by petition from the property owners on the subject street (Attachment 1) for the renaming of Kiev Street as detailed below.

SITE DESCRIPTION

The street proposed to be renamed is described as that portion of Kiev Street that runs east/west between Poltava Street and the eastern boundary in the Plat of the Uke Village Subdivision. Abutting and served -- properties on this street are identified as Map 17-03-34-23, Tax Lots 01122, 01123, 01125 (and addressed as 1487 Kiev, 1475 Kiev, and 1472 Kiev, respectively).

The following street to be renamed:

Kiev Street in the UKE VILLAGE Subdivision, a 60 foot wide street running easterly from Poltava Street 168.33 feet, more or less, to the easterly boundary of and lying within the UKE VILLAGE Subdivision as platted and recorded in County Survey File number 730098; Book 73, Pages 98-99; Lane County Oregon Plat Records in Lane County, Oregon.

BACKGROUND

The street proposed to be renamed is located within the Uke Village subdivision. The subdivision was platted in 1978. A group of property owners and residents of Kiev Street submitted a consent petition to the Springfield City Council to request the renaming of Kiev Street to Kyiv Street as it reflects the correct geographic name of the Ukrainian capital city of Kyiv. The current spelling of 'Kiev' reflects the Russian rooted name, which was seen as acceptable through the Soviet era and also coincided with the time period that the subdivision was platted. In a modern context, it is viewed as an erasure of Ukrainian identity. The request is for renaming alone, as the street is fully developed with curb, gutter, sidewalk, planter strip, and street trees.

REVIEW PROCESS & NOTIFICATION

Municipal Code 3.248

Street Naming – Change of New or Existing Street Name

The common council shall have the authority to change the name of any proposed new or existing street in the city by ordinance. The following procedures, where applicable, shall be used in considering changes in street names:

- (1) A citizen shall submit an application to the city requesting a change of a new or existing street name and pay the applicable fee; or the common council, on their own motion, may request staff to process a street name change.
- (2) In the case of a name change to an existing street submitted by a citizen, the applicant shall include the signatures of majority of the property owners along the street who support the proposed name change, state the reasons for the proposed street name change and why the street naming policies in section 3.244 of this code, cannot or should not be met.
- (3) The common council shall consider the street name change request at a public hearing.
 - (a) Notice of the public hearing shall be placed in a local newspaper. In the case of a name change to an existing street, written notice shall also be provided not less than two weeks prior to the hearing to the property owners and residents abutting the street in the area of the proposed name change.

- (b) The planning manager, who may be advised by the fire marshal, the community services manager, the transportation manager and/or the L-COG road naming committee, shall prepare a staff report containing a recommendation on the proposed street name change.
- (c) In the case of a name change to an existing street, the common council may consider the following factors in order to support their decision: the date of the original dedication of the street; the length of time the street name has been used; the number of existing addresses affected and possible inconvenience to residents, property owners and the public; the street naming policies of section 3.244 of this code; whether there is a public need for the proposed change; other issues raised during the public testimony and any other factors deemed relevant by the common council. As a condition of approval, the applicant may be required to pay for replacement street signs.
- (d) At the close of public hearing, the common council shall approve, approve with conditions or deny the request. The common council's decision shall be final.
- (4) The city recorder will file certified copies of all street name change ordinance with the Lane County clerk, tax assessor and surveyor and the L-COG road naming committee.
- (5) In the case of a name change to an existing street, the city will mail notice to all residents and property owners along the street notifying them of the proposed street name change and any corresponding change in house numbers.
- (6) In the case of a name change to an existing street, residents and property owners shall be responsible for notifying their utility companies, mortgage companies, businesses with whom they correspond, magazine subscriptions etc.
- (7) In the case of a name change to an existing street, the planning manager shall be responsible in notifying other city staff, the post office and local utilities.

Finding 1: Senior leadership received a consent petition signed by the majority of property owners on the subject street requesting that the name be changed. Upon conveyance of the petition to the common council through executive agenda review, the Planning Manager directed staff to prepare this report and recommendation. A public hearing is scheduled for April 21, 2025. Notice of the hearing was placed in *The Chronicle* and circulated on April 3rd and April 10th. Notice of the name change was also mailed to the property owners and residents abutting the street on April 4th, which was at least 14-days prior to the public hearing. The common council is hereby requested to consider the street name change in part (3)(c) as detailed in the following findings and the naming policies below.

Finding 2: The street was originally dedicated in 1978, meaning that the street has been in use with the current name for approximately 47 years. There are 3 residences served by this street. There is little perceived inconvenience to the existing residents as the change from Kiev to Kyiv is for spelling and pronunciation changes only. The street will remain recognizable to those using the street by this modification in spelling. Public need was identified through the citizen petition calling for renaming of the street due to the modern context of the socio-cultural climate in Ukraine.

RECOMMENDED CONDITION: ~~The applicant/residents named on the petition must pay for replacement street signage.~~

Staff no longer recommends this condition as the Springfield Operations Department has proffered to create the sign free of charge.

Finding 3: The street name change application fee (\$6,166) may be waived by Council or payment may be made a condition of approval.

APPROVAL CRITERIA

There are no established approval criteria in the municipal code or the development code. However, there are naming policies to help in guiding the naming process as detailed below.

Municipal Code 3.244

Street Naming – Naming Policies

(1) Where feasible, new streets running predominantly north and south shall be consecutively numbered and streets running predominantly east, and west shall be lettered or named in accordance with the alphabet.

(a) New streets that are in reasonable alignment with existing named streets shall bear the names of those existing streets; and

Finding 4: This criterion is not applicable to the request as there are no other streets in alignment and the request is not for a new street.

(b) Names for new streets that are not in alignment with existing streets shall be determined by the planning manager in accordance with section 3.242(1) of this code.

Finding 5: This criterion is not applicable to the request as the name change is not for a new street.

(2) New street names or changes to existing street names shall not duplicate the name of any existing street in the city or its urbanized area.

Finding 6: The street name change from Kiev to Kyiv does not duplicate any other streets named 'Kyiv' within the Springfield city limits.

CONCLUSION & RECOMMENDATION

The renaming of Kiev Street is in the best interest of the City in carrying out its plans and programs for the general development of the City. Staff recommends that Kiev Street, as described above, be renamed to Kyiv Street and asks that the City Council approve the request. ~~along with the recommended condition.~~

CITY OF SPRINGFIELD, OREGON
ORDINANCE NO. _____

**AN ORDINANCE FORMALLY CHANGING THE NAME OF KIEV STREET TO KYIV STREET IN
UKE VILLAGE SUBDIVISION IN WEST SPRINGFIELD**

WHEREAS, the City Council is authorized to initiate consideration of a street name change on its own motion under Springfield Municipal Code section 3.248;

WHEREAS, the City Council received a petition from members of the Ukrainian community and local residents requesting that the City Council consider formally renaming "Kiev Street" in Uke Village Subdivision to "Kyiv Street," to reflect the historically-accurate spelling of the capital of Ukraine;

WHEREAS, members of the Ukrainian community living in the area of the affected street have expressed that accurate spelling of Kyiv is important to them for asserting Ukrainian identity, promoting usage of authentic Ukrainian names, and to avoid linguistic ties to the Russian Empire and Soviet Union that may be perceived by community members as oppressive relics of those regimes;

WHEREAS, the Common Council has held a properly noticed public hearing and has considered the street naming factors in Springfield Municipal Code section 3.248(3)(c)

WHEREAS, in 2019, the U.S. Board of Geographic Names formally recognized the spelling "Kyiv" as the correct spelling for the Ukrainian capital,

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

Section 1: The name of Kiev Street in Uke Village Subdivision, Springfield, Lane County, Oregon, is hereby formally renamed to Kyiv Street.

Section 2: The City Manager, City Recorder, the City Development and Public Works Director Community Division Director, and the City Attorney, their designees, and each of them individually, are hereby authorized and directed to carry out the provisions of Springfield Municipal Code section 3.248 regarding notice of the street renaming, and to take such other action as is necessary or appropriate to carry out the purposes and intent of this Ordinance in compliance with the applicable provisions of law.

ADOPTED by the Common Council of the City of Springfield this _____ day of _____, 2025, by a vote of _____ for and _____ against.

APPROVED by the Mayor of the City of Springfield this _____ day of _____, 2025.

Mayor

ATTEST:

City Recorder

AGENDA ITEM SUMMARY	Meeting Date:	05/05/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Erin Fifield/Community Development
	Staff Phone No:	541-726-2302
	Estimated Time:	5 Minutes
S P R I N G F I E L D C I T Y C O U N C I L	Council Goals:	Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

ITEM TITLE:

Eugene-Springfield 2025 Consolidated Plan

ACTION REQUESTED:

Adopt the following resolution: A Resolution Approving the Eugene-Springfield 2025 Consolidated Plan for Submission to the U.S. Department of Housing and Urban Development (HUD).

ISSUE STATEMENT:

The Cities of Eugene and Springfield are required to submit a new five-year Consolidated Plan to HUD. Adoption resolutions from both City Councils must be included in the final submission to HUD.

DISCUSSION/FINANCIAL IMPACT:

A requirement of HUD, the Consolidated Plan serves as a tool to guide the use of federal HUD funds in the most effective and coordinated manner possible to address housing, homelessness, and community development priorities. Communities that receive formula allocations of Community Development Block Grant (CDBG) funds, HOME Investment Partnership Program (HOME) funds, and other HUD funds must adopt a Plan every five years. The City of Springfield receives CDBG funds as a HUD entitlement community and receives HOME funds as part of a HUD consortium with the City of Eugene. As such, the two Cities complete a joint Consolidated Plan. Both Cities also collaborate with Lane County in developing the Plan because Lane County administers funding related to basic human services and homelessness. City Council allocates HUD funds each year through the Annual Action Plan, which must align with the 2025 Consolidated Plan.

In Spring 2024, staff from the Cities of Springfield and Eugene commenced the preparation of the 2025 Consolidated Plan. The Plan, which was developed through an extensive process including data analysis and community input and consultation, identifies housing, homelessness, and community development needs and resources and establishes priorities, strategies, and target performance goals to address these needs using HUD funds.

The Eugene-Springfield Consolidated Plan Advisory Committee held two public hearings; the first hearing was to receive testimony on the past performance of the Eugene-Springfield 2020 Consolidated Plan accomplishments, the second hearing was to receive testimony on the draft Eugene-Springfield 2025 Consolidated Plan. Additionally, the Draft Plan was made available through a 30-day public comment period that ended December 6, 2024.

Once approved by HUD, the new Consolidated Plan will be in effect from July 1, 2025 through June 30, 2030.

Attachments

1. Resolution and Executive Summary
2. ConPlan Agency Participants
3. Interview and Survey Summary
4. Public Hearing Comments and Agency Letters

CITY OF SPRINGFIELD, OREGON
RESOLUTION NO. _____

**A RESOLUTION APPROVING THE EUGENE-SPRINGFIELD 2025 CONSOLIDATED PLAN FOR
SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, preparation of a Consolidated Plan for Housing and Community Development is a federal requirement in order for local entitlement jurisdictions to receive federal housing and community development funds administered by the U.S. Department of Housing and Urban Development;

WHEREAS, the City of Springfield is an entitlement community and receives an annual allocation of Community Development Block Grant funding;

WHEREAS, the Cities of Eugene and Springfield have formed a consortium as an entitlement community in order to increase the amount of HOME Investment Partnership Program funds received and to enable funding of HOME activities in Springfield;

WHEREAS, the Cities of Eugene and Springfield have jointly prepared the Eugene-Springfield 2025 Consolidated Plan in order to meet that federal requirement, an Executive Summary of which is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the thirty-day period for the purpose of receiving public comment on the draft Consolidated Plan began on November 1, 2024 and ended on December 6, 2024. The Eugene-Springfield Consolidated Plan Advisory Committee held two public hearings regarding the development of the Eugene-Springfield 2025 Consolidated Plan; the first public hearing was held on October 17, 2024 to receive testimony on the performance of the Eugene-Springfield 2020 Consolidated Plan and the accomplishments attributable to that plan. The second public hearing was held on December 10, 2024 to receive testimony on the draft Eugene-Springfield Consolidated Plan;

WHEREAS, the Common Council of the City of Springfield has reviewed and considered the Consolidated Plan and the Executive Summary; and

WHEREAS, the Council has reviewed and considered the testimony presented at the public hearings,

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

Section 1: Based on the above findings, which are adopted herein, and after consideration of the public testimony provided at the hearings held on the Eugene-Springfield 2025 Consolidated Plan, the Eugene-Springfield 2025 Consolidated Plan Executive Summary, attached as Exhibit A hereto, is hereby approved.

Section 2: 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

REVIEWED & APPROVED
AS TO FORM

Kristina Kraaz

DATE: 4/28/2025
SPRINGFIELD CITY ATTORNEY'S OFFICE

Eugene-Springfield 2025 Consolidated Plan

Executive Summary

The Eugene-Springfield 2025 Consolidated Plan provides an assessment of local housing, homelessness, and community development needs and establishes a five-year strategic plan for use of federal funds received by the Cities of Eugene and Springfield from the U.S. Department of Housing and Urban Development (HUD). The plan was shaped through extensive community engagement and analysis of economic and housing conditions. Completion and adoption of the Consolidated Plan is necessary for the jurisdictions to receive Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and other HUD funds. Visit www.eugene-or.gov/HUDplans to view the full plan.

Strategic Goals



Increase the supply of affordable rental housing: through land acquisition, development of new rental housing, and operating support for Community Housing Development Organizations.



Rehabilitate existing housing stock: affordable to low-income people; preserve existing rental and ownership housing for low-income people; continue and expand publicly supported rehabilitation and accessibility improvements.



Provide homeownership assistance: for homeownership; assist low-income residents with the first-time purchase of a home.



Support human services system: to address the needs of homeless people, special populations, and other low-income populations; fund capital improvements to facilities owned by non-profits, and job training.



Promote economic development: including employment opportunities through the creation of jobs and business development; provide below-market financing to local businesses creating or retaining jobs, micro-enterprise and workforce training or grants.



Improve low-income neighborhoods: make strategic investments; provide financing for activities that eliminate slums and blight, including acquisition, clearance, rehab and historic preservation and economic development activities, infrastructure development and public facility improvements.

Each of the 2025 Strategic Goals meets the needs of at least one priority community need as identified for five specific populations including low-income renters, low-income homeowners, people experiencing homelessness, special populations with identified needs that are not experiencing homelessness, and unemployed/underemployed people. In addition, a geographic priority need is identified for low-income areas (Eugene only) and areas that meet HUD's definition of slums and blight.

Key Agencies and Responsibilities



City of Eugene: Community Development (CDBG and HOME Administration)



City of Springfield: Community Development (CDBG Administration)

Resource Estimates (subject to change upon receipt of FY26 CDBG/HOME Grant Agreements)

- **Eugene** Community Development Block Grant (CDBG)
 - Annual HUD Entitlement: \$1,448,749
 - Annual Program Income: \$770,000
 - 5-Year Estimated Total: \$11,093,745
- **Springfield** Community Development Block Grant (CDBG)
 - Annual HUD Entitlement: \$534,243
 - Annual Program Income: \$25,466
 - 5-Year Estimated Total: \$2,798,545
- **Eugene-Springfield Consortium** HOME Investment Partnerships
 - Annual HUD Entitlement: \$1,189,581
 - Annual Program Income: \$40,000
 - 5-Year Estimated Total: \$6,147,905

Public Participation Process

The Cities of Eugene and Springfield developed the 2025 Consolidated Plan through a process that included extensive community engagement, stakeholder consultation, and public participation. The plan incorporated feedback from over 500 individuals and 100+ organizations through surveys, interviews, and public meetings. This collaborative process ensured the plan captures the diverse needs of Eugene and Springfield residents for the next five years.



Con Plan Kick-Off at Eugene Housing Open House, June 5, 2024

Community Engagement

The engagement process involved collaboration with key stakeholders, including public housing agencies, non-profits, service providers, business leaders and government entities. Numerous stakeholders expressed support for continued funding for Affordable Housing and human services, emphasizing the critical role of CDBG and HOME grants in addressing local challenges.

Engagement Methods

The engagement utilized a variety of methods to gather community input and feedback. An extended summary is available at www.eugene-or.gov/HUDplans.



Focus Groups and Interviews: Attended by 64 key stakeholders from 42 organizations.



Open Houses: Three events were attended by 450+ community members.



Online Survey: Received 395 responses from stakeholders and community members. Key survey insights:

- *Top housing barriers: High rental costs and limited vacancy*
- *Key needs: Affordable Housing - rental & homeownership, homelessness prevention & transitional housing, health and medical services*



Consolidated Plan Advisory Committee: Comprised of one City Councilor from each jurisdiction (Eugene Councilor Emily Semple and Springfield Councilor Kori Rodley) and two community members from each jurisdiction. The committee held two public hearings. Key public hearing themes include:

- *Increased focus on Affordable Housing supply*
- *Investments in shelter and human services*
- *Support for employment and community development initiatives*



Coordination with Continuum of Care (CoC): The plan resulted from close collaboration with Lane County's Humans Services Division to address homelessness.

Coordination with Homes for Good: The local housing authority provided insight and technical assistance in the creation of the plan to address public housing and community need.

Community Participation Plan

The Community Participation Plan outlines local responsibilities and a structured engagement strategy particularly for marginalized groups. Activities include:

- Broad community outreach requesting community participation and feedback
- Published legal notices in local newspapers
- Review period of draft plans
- Written public comment periods
- Public hearings with advance notice to the public
- Access to meetings when requested: interpreter for hearing impaired, induction loop, reading for sight impaired, foreign language interpreter

Needs Assessment

The Needs Assessment & Market Analysis chapters utilize data sources such as the US Census, the American Community Survey, and HUD's Comprehensive Housing Affordability Strategy, plus local and regional data sets including reports from Lane County and Homes for Good, the Public Housing Authority. The Needs Assessment identifies needs related to housing affordability, special populations, community development and homelessness for Eugene and Springfield.

Housing

Population and Income Trends: From 2017 to 2022, Eugene's population grew by 8%, Springfield's by 2%. Median income increased by 29% in Eugene and 46% in Springfield but did not keep pace with rising housing costs.

Income & Affordability:

- Eugene has 33,465 households (44% of households) earning less than 80% of AMI, while Springfield has 12,700 (50% of households).
- Approximately 70% of renters below 80% AMI are cost-burdened, spending more than 30% of their income on housing.
- Owners also face affordability challenges, with 65% in Eugene and 58% in Springfield spending more than 30% of their income on housing.

Public Housing

Demand for Public Housing: Homes for Good manages 595 public housing units in Lane County. A total of 11,699 applicants responded to a waitlist opening in 2022, 53% of whom were homeless, 71% of the applicants were from Eugene and Springfield, nearly 600 applicants indicated wheelchair accessible unit need.

Needs Identified: Residents need access to housing stability supports, employment training, childcare, and health care services.

Homelessness

Homelessness Trends: The 2024 Point-In-Time Count identified 3,085 homeless individuals, a 9% increase from 2023. Of those, 2,096 were unsheltered, 1,500 were chronically homeless, and 151 were veterans.

Needs Identified: Year-round emergency shelters, services for vulnerable populations, and access to basic resources like food and transportation.

Special Populations

Elderly and Disabled Populations: An estimated 40,023 elderly individuals need accessible housing and services in Eugene and Springfield. Eugene accounts for 76% of the elderly population in both cities. A total of 15% of Eugene's population are people living with disabilities and 19% in Springfield.

Victims of Domestic Violence: A total of 681 homeless domestic violence survivors were identified during the 2024 Point-In-Time Count.

Needs Identified: Accessible housing, mental and behavioral health services, and case management support.

Disproportionately Greater Need

Housing Challenges by Race: Non-White households face disproportionately higher rates of housing problems and cost burden.

Income Inequity: Black/African American households earn 32% less than the median income in Eugene.

Community Development and Non-Housing

Key Areas for Development:

- Infrastructure improvements, workforce development, and support for non-profit service providers.
- Elder care and accessible medical services are critical needs.

Market Analysis

The Market Analysis overview summarizes key Eugene-Springfield housing market trends, housing conditions, facilities and services, barriers to affordable housing, and significant economic characteristics of the region.

Housing Characteristics

Housing Stock:

- Eugene-Springfield has 104,028 housing units
 - 60% single-detached; 35% multi-unit; 5% manufactured homes
- Both cities identify increased multi-unit construction is needed to meet growth

Tenure and Unit Size:

- Eugene: 48% owners, 52% renters
- Springfield: 54% owners, 46% renters
- Owner units: 81% have three- or more bedrooms (EUG-SPR combined)
- Rental units: 39% two-bedroom, 29% three- or more bedroom, 25% one-bedroom (EUG-SPR combined)

Housing Costs:

Rental rates average (2010–2022):

- Eugene: ↑ 61% to \$1,116
- Springfield: ↑ 56% to \$979

Home values average (2010–2022):

↑ 63% in both cities

- Eugene: \$406,000 (ACS 2022)
- Springfield: \$293,200 (ACS 2022)

Cost burden:

- 49% of renters pay > 30% of income on housing (EUG-SPR combined)
- 25% of owners pay > 30% of income on housing (EUG-SPR combined)

Condition of Housing: Over 50% of housing was built before 1980, increasing the risk of deterioration for low/moderate-income households.

- Eugene: 18,535 units at risk of lead-based paint
- Springfield: 8,430 units at risk of lead-based paint

Public Housing

- 382 public housing units in Eugene-Springfield
- 3,306 vouchers, including:
 - 319 for Veterans
 - 181 for people with disabilities
 - 11 for Family Unification
- 4,700+ households on public housing waitlists (May 2024) typical wait times: 1–5 years
- 65% of public housing units are 50+ years old; most others 30+, indicating rehab needs

Homeless Facilities and Services

- 3,085 unhoused people in Lane County (2024 PIT Count);
 - 223 people in alternative shelters (e.g., vehicle camping, sites with shared amenities)
- 1,077 emergency shelter beds in Lane County, most of which are in Eugene (this total does not include the alternative shelters noted above)

Special Populations Facilities and Services

Many agencies in the area offer housing and supportive services to meet the needs of special populations, including people who are elderly or frail elderly; people with mental, physical and/or developmental disabilities; people with substance abuse disorders; victims of domestic violence; youth, youth aging-out of foster care; people with past convictions, veterans; and people living with HIV/AIDS. There are multiple gaps in meeting the housing needs of these populations.

Barriers to Affordable Housing

Barriers in Eugene:

- Land availability
- Access to development capital

- Market feasibility
- Regulatory constraints

Opportunities in Eugene:

- Local housing funds
- Funding for middle-income housing
- Reducing regulatory barriers
- Development-ready land within the Urban Growth Boundary (UGB)

Barriers in Springfield:

- Development fees
- Permitting time and complexity
- Development regulations
- Cost of development
- Land for development

Opportunities in Springfield:

- Regulatory reform
- Pre-approved building plans
- Incentives for housing development
- Acquiring and helping developers acquire land

Community Development and Non-Housing

Wages & Employment

- Over 50% of jobs pay less than the average wage of \$52,596 (2021 Lane County average).
- Job growth expected mostly in lower-wage sectors, such as Leisure and Hospitality (+15%).
- Top employment sectors: Education/Healthcare (29%), Retail (13%), Arts/Entertainment/Accommodations (11%), Manufacturing (10%).

Labor Market

- In July of 2024, unemployment was 4.5%, trending above state/national averages.

Workforce Location

- 37% of workers live outside Eugene-Springfield (up from 29% in 2002). Employers report that the trend is driven by rising housing costs.

Development & Workforce Initiatives

- Major projects: UO Knight Campus, Eugene riverfront/downtown housing initiatives, Springfield Glenwood/downtown initiatives.
- Lane Workforce Partnership and Lane Community College target skill gaps and workforce growth.

Broadband Needs

While nearly all areas in Eugene and Springfield have high-speed broadband access, affordability remains a barrier for low-income households following the expiration of the Affordable Connectivity Program in April 2024. Investments in open-access networks like Eugene’s EUGNet and Springfield’s Fiber Net-Neighborhoods have improved service options, reduced costs, and boosted competition.

Hazard Mitigation

The 2020 Eugene-Springfield Multi-Jurisdictional Hazard Mitigation Plan, integrated into the 2023-2028 Lane County Plan, highlights increased risks from heat, drought, flooding, and wildfires, which disproportionately affect low-income households. Updated hazard mapping is underway. Economic challenges, housing instability, and lack of insurance are identified vulnerabilities to hazards and disasters.

Conclusion

The Needs Assessment and Market Analysis underscores urgent housing affordability issues, rising homelessness rates, low average wage, and housing and human service gaps for vulnerable populations in Eugene and Springfield. Addressing these challenges will require coordinated efforts, continued community engagement, and targeted investments in housing, human services, and community infrastructure.

Strategic Plan

Priority Community Needs

The priority community needs section identifies housing, homelessness, and community development challenges in Eugene and Springfield based on data analysis and community feedback. It forms the foundation for strategic planning and resource allocation of HUD funds from July 2025 to June 2030.

The Eugene-Springfield priority community needs are:

1. **Renter Needs:** Increased access to affordable rental housing due to rising rents and housing shortages.
2. **Homelessness Needs:** Housing and supportive services to prevent and exit homelessness.
3. **Non-Homeless Special Populations:** Supportive services, Affordable Housing, and employment opportunities.
4. **Owner Needs:** Affordable homeownership and support to maintain ownership.
5. **Employment Opportunities:** Broader range of employment and economic development.
6. **Low-Income Areas & Slums/Blight:** Public facility and infrastructure improvements to combat blight.



Affordable rental housing



Supportive services



Employment and economic development



Homeless supportive services

Strategic Goals & Projected Outcomes

The Strategic Goals were developed to address the identified priority community needs. Eugene's section of the Strategic Plan includes goals for the use of HOME funds for both Cities, as well as CDBG funds within Eugene. Springfield's section of the Strategic Plan includes goals for the use of CDBG funds within Springfield.



EUGENE — SPRINGFIELD
2025 CONSOLIDATED PLAN
FOR HOUSING & COMMUNITY DEVELOPMENT

Affordable Housing Strategies

Strategic Goal	Priority Needs Addressed	Possible Examples	Projected Outcomes			
			Description	HOME Consortium	Eugene CDBG	Springfield CDBG
Increase the supply of affordable housing	Renters, Homeless, Non-Homeless Special Populations	Land acquisition, development of new rental housing, and operating support for Community Housing Development Organizations (CHDO)	Number of rental units constructed or acquired (HOME)	250		
			Number of CHDOs assisted (HOME)	15		
			Number of housing units created for people exiting homelessness (HOME)	50		
			Number of sites acquired for future Affordable Housing development		1	1
Rehabilitate existing housing stock	Renters, Owners, Homeless, Non-Homeless Special Populations	Preserve existing rental and ownership housing for low-income persons	Number of Affordable Housing rental units rehabilitated		250	4
			Number of low-income home owner units rehabilitated		75	300
Provide homeownership assistance	Owners	Assist low-income residents with the first-time purchase of a home	Number of low-income, first-time homebuyers assisted		5	20

Community Development Strategies

Strategic Goals	Priority Needs Addressed	Possible Examples	Projected Outcomes			
			Description	HOME Consortium	Eugene CDBG	Springfield CDBG
Support human services system	Homeless, Non-Homeless Special Populations	Address the needs of homeless persons, special populations, and other low-income populations; Fund capital improvements to facilities owned by non-profits, and job training.	Number of persons assisted with human service activities		60,000	30,000
			Number of public facilities improved		1	
			Number of persons assisted with public facility improvements		2,000	
			Number of transitional or emergency homeless beds added or maintained		5	
Promote economic development	Employment Opportunities, Homeless	Creation of jobs and business development; Provide below-market financing to local businesses creating or retaining jobs; micro-enterprise and workforce training or grants.	Number of jobs created or retained		50	
			Number of businesses assisted		20	
			Number of microenterprise business trainees		50	2
Improve low-income neighborhoods	Renter, Owner, Homeless, Non-Homeless Special Populations, Employment Opportunities, Low-Income Areas/Areas of Slums and Blight	Provide financing for activities that eliminate slums and blight, including acquisition, clearance, rehab and historic preservation and economic development activities, infrastructure development and public facility improvements.	Number of projects completed		1	1
			Number of persons assisted with public facility improvements		1,000	



CITY OF EUGENE
Community Development
99 West 10th Ave. • Eugene, OR 97401
eugene-or.gov/hudconplan2025



CITY OF SPRINGFIELD
Development and Public Works
225 5th St. • Springfield, OR 97477
eugene-or.gov/hudconplan2025

2025 Eugene-Springfield Consolidated Plan Agency Participation

Over the course of six one-on-one interviews and six key-stakeholder interviews, 64 key service providers representing 42 organizations provided vital feedback on community needs. In addition to these meetings, online surveys were completed by 395 individuals, including 115 representatives from 63 agencies and 244 community members, many of whom have received services. Overall, 86 service providers that represent public, private, and non-profit agencies and organizations participated in the development of Needs Assessment, Market Analysis, and Strategic Plan through survey and stakeholder meeting responses. The following agencies and organizations participated in the process through interviews and survey responses:

- | | |
|---|---|
| 1. 15th Night | 17. City of Springfield Economic Development Agency |
| 2. 211 Info | 18. City of Springfield Library |
| 3. 90by30 | 19. City of Springfield Police |
| 4. Alliance for Community Wellness | 20. Community Alliance of Lane County (CALC) |
| 5. American Association of Retired Persons (AARP) | 21. Community Supported Shelters |
| 6. AmeriCorps Seniors | 22. Connected Lane County |
| 7. Ann's Heart Women's Shelter / Bridges Community Health | 23. Cornerstone Community Housing |
| 8. ARC of Lane County | 24. Court Appointed Special Advocates (CASA) of Lane County |
| 9. Bethel Health Center | 25. DevNW, Community Lending Works |
| 10. Burrito Brigade | 26. Ebbert Memorial Methodist Church |
| 11. Career Pathways | 27. Egan Warming Centers |
| 12. Carry It Forward | 28. Escudo Latino de Springfield |
| 13. Catholic Community Services | 29. Eugene Area Chamber of Commerce |
| 14. City of Eugene | 30. Eugene Faith Center |
| 15. City of Eugene Human Rights Commission | |
| 16. City of Springfield Chamber of Commerce | |

31. Eugene Public Library
32. Eugene-Springfield Tenant Association
33. EveryOne Village
34. Fair Housing of Oregon
35. First Saturday Breakfast (St. John's Orthodox Church)
36. Food for Lane County
37. Habitat for Humanity of Central Lane
38. HIV Alliance
39. Homes for Good Housing Agency
40. Hope and Safety Alliance
41. Hope on Wheels
42. Housing and Neighborhood Defense
43. Inspirational Sounds Gospel Choir
44. Lane Community College - Adult Basic and Secondary Education
45. Lane Community College CARE Department
46. Lane Council of Governments
47. Lane Council of Governments Meals on Wheels
48. Lane County
49. Lane County Human Services Commission
50. Lane County Human Services Division
51. Lane County Public Health
52. Lane Independent Living Alliance
53. Laundry Unicorns
54. Laurel Hill Center
55. Looking Glass Community Services
56. My Homeless Action page on Facebook
57. Nightingale Hosted Shelters
58. Northwood Church
59. Open Eugene
60. Options Counseling and Family Services
61. Oregon Department of Human Services
62. Oregon Employment Department
63. Pacific Source Health Plans
64. PacificSource Foundation
65. PeaceHealth
66. Planned Parenthood
67. Public Defenders Office
68. Rise and Shine
69. Saturday Market
70. Sexual Assault Support Services
71. ShelterCare
72. Sponsors Inc.

73. Springfield Eugene Tenant
Association

74. Springfield Utility Board

75. SquareOne Villages

76. St. Mary's Episcopal Church

77. St. Vincent de Paul

78. State of Oregon

79. The Alliance for Community
Wellness

80. Transponder

81. United Way of Lane County
(Human Services Network)

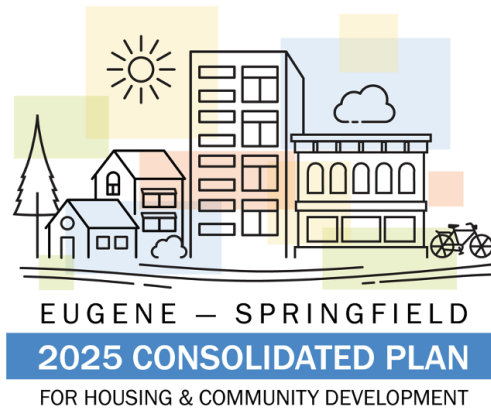
82. University of Oregon

83. VA HUDVASH

84. Volunteers in Medicine

85. White Bird Clinic

86. Willamette Family



Interview and Survey Summary

The 2025 Eugene-Springfield Consolidated Planning process conducted stakeholder interviews and a public survey of housing and human services needs and challenges. The results of this work indicate a high need for both services and facilities for low and moderate income residents in the area.

1. Stakeholder Interviews

From April through June of 2024, the Consolidated Plan team conducted six one-on-one interviews and six key-stakeholder interviews, 64 key service providers representing 42 organizations to discuss issues and opportunities related to housing and community development needs as well as fair housing issues. Individuals representing government and policy makers, nonprofit organizations, Affordable Housing providers, and other interested parties shared many points of view. In addition to these meetings, online surveys were completed by 395 individuals, including 115 representatives from 63 agencies and 244 community members, many of whom have received services and agency support. Overall, 86 service providers that represent public, private, and non-profit agencies and organizations participated in the development of Needs Assessment, Market Analysis, and Strategic Plan through survey and stakeholder meeting responses.

Summary Themes

- Accessibility
 - Increase the number of detached ground floor units: they are best for the elderly, people with disabilities, and people transitioning from homelessness.
 - Increase the number of accessible units in multi-family housing.
- Affordability
 - Reduce the cost of construction by removing regulatory barriers: local, state, and federal.
 - Adjust eligibility criteria to align better with local economic realities.
- Behavioral Health
 - Recognize the value of community-based models of housing and increase housing models that emphasize social components.

- Housing, Permanent Supportive
 - Reduce requirements that result in program removal, such as incontinence and overnight stays by partners.
 - Increase the amount by purchasing market-built multi-family housing.
- Housing, Rental
 - Streamline and simplify the application process.
 - Support tenant/landlord relations and rights.
- Housing, Temporary
 - Consider alternative concepts of housing that address urgent short term needs: RV, mobile home, etc.
 - Focus on actions that prevent the need for temporary housing, such as support services to keep people in their home (maintenance, rent assistance)..
- Housing, Transitional
 - A low barrier environment with individual lock and key is an important stepping stone to a permanent unit.
 - Increase options for elders and people on hospice.
 - Change the government criteria for “positive outcomes” for housing. Create more realistic timeframes from shelter to permanent housing.
- Housing Type
 - Increase community support for density and affordable housing.
 - Increase the amount of single unit/studio detached housing (tiny homes).
 - Increase housing types needed for adult foster care.
- Social Services
 - Increase housing and employment navigator programs, substance abuse treatment, behavioral health training and services.

2. Stakeholder with Black, Indigenous, and All People of Color communities

The City of Eugene hosted an in-person event to understand the challenges and opportunities for finding, securing, and maintaining housing within diverse communities in Eugene: Black, Indigenous, Latino/Latina, Asian, Pacific Islander, and all people of color. At the meeting, staff shared current information on the City of Eugene’s Housing projects, including Urban Growth Strategies and the Consolidated Plan. Twenty-nine participants gathered in-person, representing fifteen local groups, organizations, and institutions. Facilitators shared the following discussion prompts:

1. **Think about what home** looks like and feels like. What were the places you grew up in like, what is your current home like, what does your next/future home look and feel like?
2. **What are the barriers** you (or someone you know) have experienced when looking for the housing you want, need, and can afford in Eugene?
3. **What are the qualities** of the housing you have that you value? What about the housing you'd like to have? What qualities do you want in your neighborhood?

Event Summary Themes

Housing Barriers

Community members in Eugene face unjust housing discrimination in many ways, but the key themes participants shared with staff as barriers to finding and remaining in a home are listed below. For a full summary of the meeting, visit https://www.eugene-or.gov/DocumentCenter/View/74463/UGS_Social-Engagement_Meeting-Summary_041724.

- Racism
- Displacement
- Poverty: current, generational
- Dispossession of land
- Pollution: outdoors and indoors
- Rental history
- Language

Housing Qualities

When asked about their future vision of home, participants highlighted that a home and neighborhood needed:

- Safety, security
- Stability
- Belonging
- Affordability
- Access to nature
- Trust
- Clean water, air, access to sun
- Indoor environmental health
- Walkability: stores, school, etc
- Live/work
- Community connections
- Cultural events, spaces
- Family gatherings

Quotes from the Event:

- *Home feels like a place where you're able to take a deep breath and safely close your eyes and then open your eyes and be okay with not knowing what you will see because you feel safe. I grew up supported by my community and the land around me, in a family that worked really hard to provide and struggled to do so.*
- *Looking at the history of the African American experience, the past 80 years has been a story of migration. From slavery and civil war and up until the early 1970's, you see families on the move. There's hostility in our community about race and we are still living in the 1950s. Racism, commodities and labor – we know housing decisions were made around industry and the labor force. It was definitely not structured for people's health or socialization and it contributed to segregation and separation of class.*

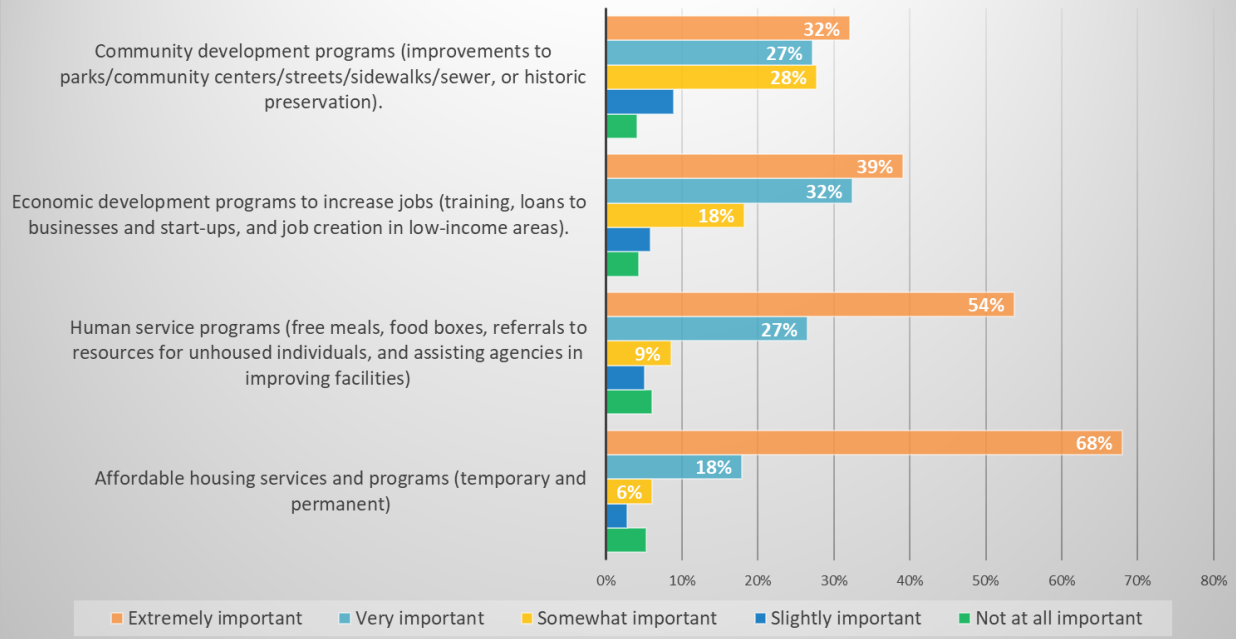
- *I was a baby and my Mom was single with five kids. We couldn't find a place to live because landlords wouldn't rent to a White woman with Black children. At first we stayed with friends, but then we were unhoused.*
- *I wanted to change the world with designs about how Native communities embraced each other and was told by a professor to go into social work...then I worked in planning, permits, surveyors at the County, and would see the subdivision plats from the 30s and 40s that say "no chickens or people of color." Things need to change.*
- *Something better is possible around housing security and accessibility: housing should be a right, without barriers to what you need in a home and neighborhood. What we see in the community is by design, it's not an accident: how can we disrupt the system?*
- *I'm on the Project Turnkey Advisory Board, and it has opened my eyes about NIMBYism, misconceptions of homelessness and how much hidden homelessness is in this community. I hope for a future where everyone can be housed without feeling unsafe or threatened.*
- *I grew up in an alcoholic family, the tribe was forced to sell land, and was given money from the government, bought houses but people weren't ready and that was part of the government's plan. A lot of tribal members didn't know how to (manage money) or maintain a house. Thinking about what it was like growing up, homes were temporary, parents didn't know how to manage money: keep it, save it, invest it...As an advocate for dealing with domestic violence, homelessness, and covid, I've spent a lot of time trying to help my own people.*
- *This year I have the cheapest rent I've ever paid living in Eugene. Unfortunately, there was a cost: my apartment was broken into and that was really scary. I feel like I have to choose between financial security and physical security.*
- *Within the Latinx community it is quite common to initially live with friends or family, so when you try to get your own place, you don't have a rental history and it is incredibly difficult to find someone willing to rent a house or apartment when you don't have a rental history.*

3. Community and Agency Survey

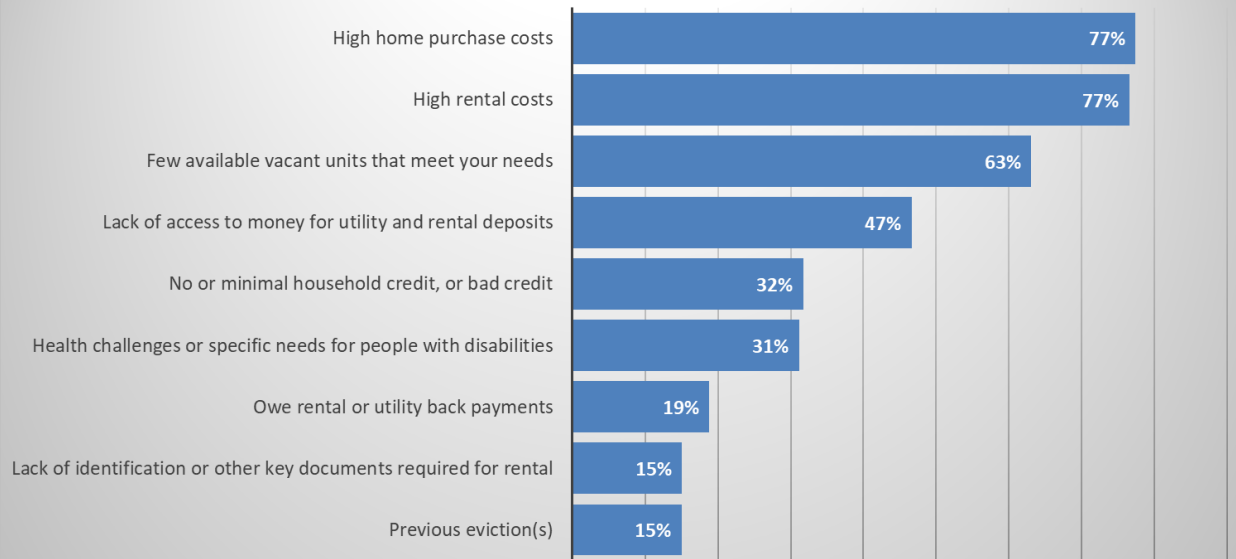
An online survey was developed to gather information about current community conditions and needs. A total of 395 individuals responded to the survey, including 115 representatives from 63 organizations and 280 community members. This survey sought input from housing and community development stakeholders and community members for the purposes of identifying priority needs, reviewing and providing feedback on the City's current priorities, and providing feedback on the housing and community development conditions in Eugene. The survey received responses from a range of organizations including city agencies, regional housing agencies, housing providers, and social service providers and advocate groups. The participating agencies provide social services support to low-income and near-homeless populations to maintain housing and secure available public and private resources.

The survey was distributed widely through the community via public channels and organizational networks. 37% percent of the respondents work or volunteer with an organization connected to housing or human services for low to moderate income people in the Eugene-Springfield area, and 62% were not affiliated with a group.

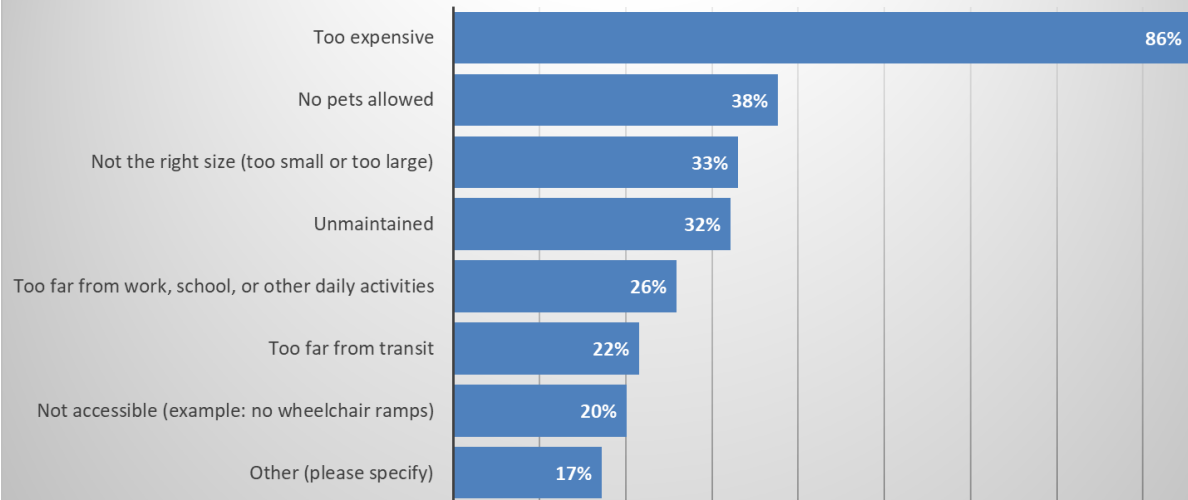
Please rate the importance to the community of the following services and programs in the Eugene-Springfield area:



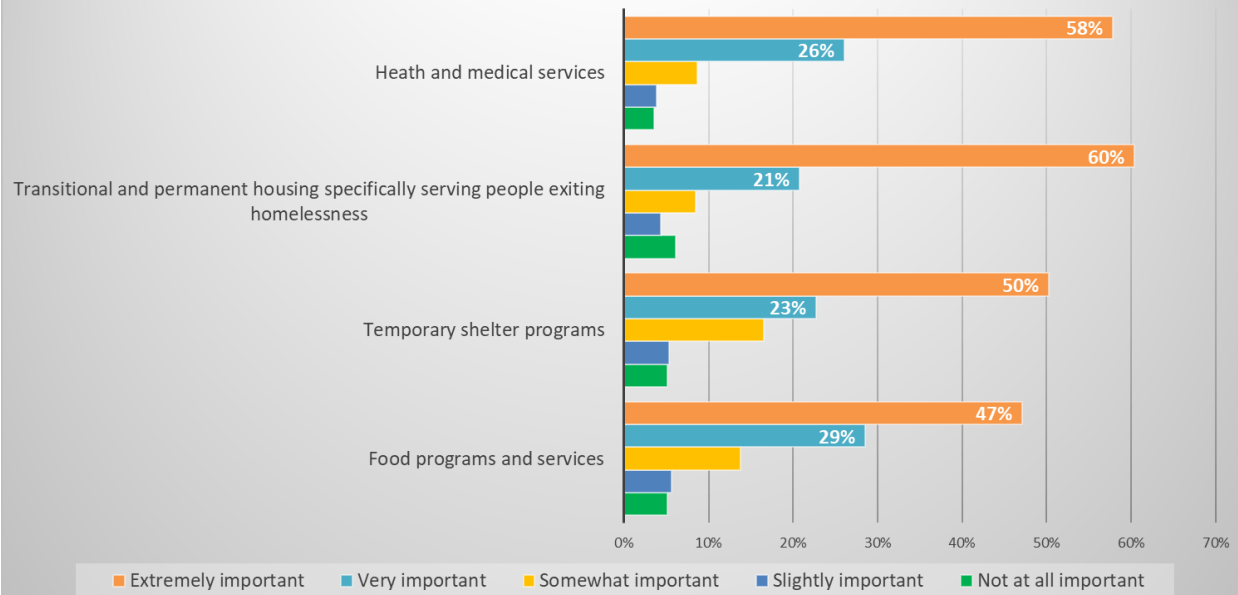
Most frequent barriers to finding, maintaining, and staying housed:



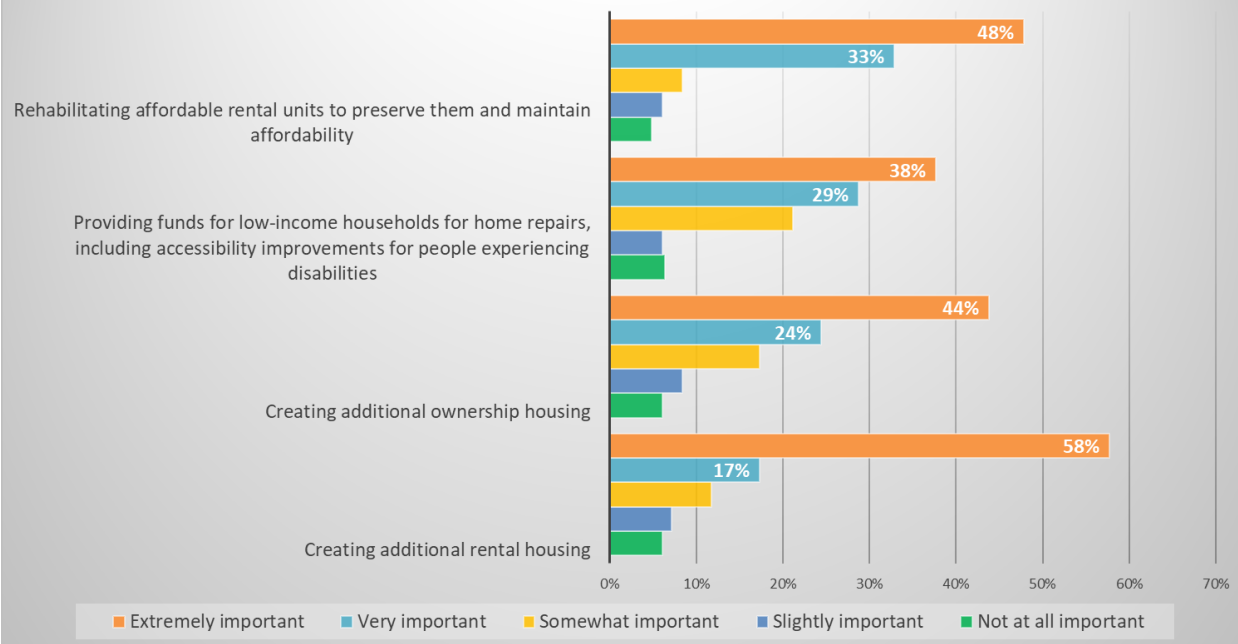
If existing available housing doesn't meet your needs or the needs of people you serve, why?



Please rate the importance to the community of the following programs and activities that serve people with low to moderate incomes and/or are experiencing homelessness over the next five years:

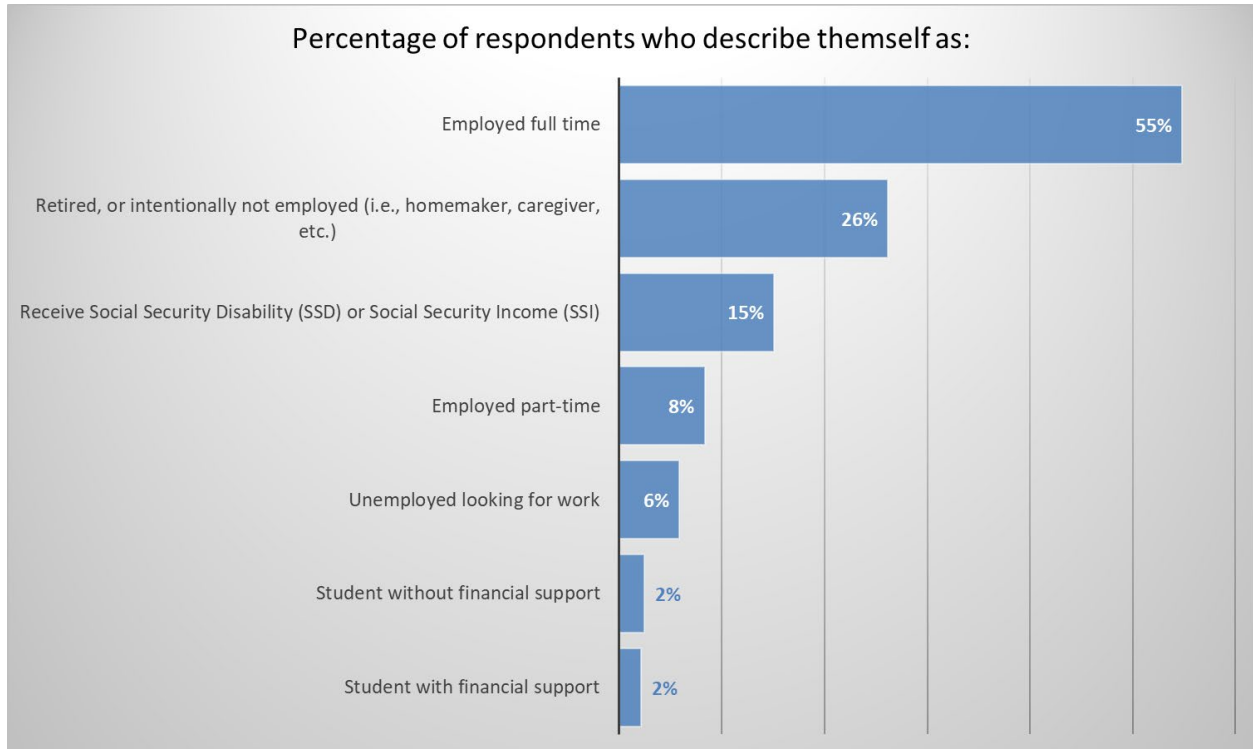


Please rate the importance to the community of the following low and moderate income housing programs and activities over the next five years:



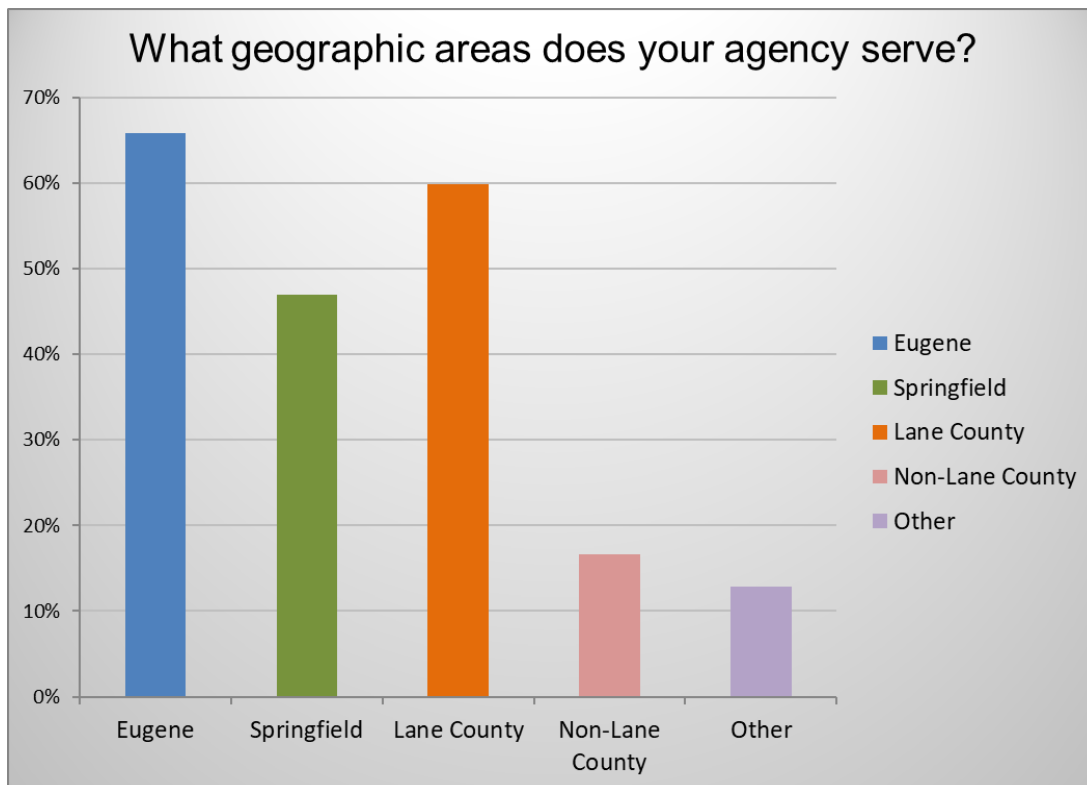
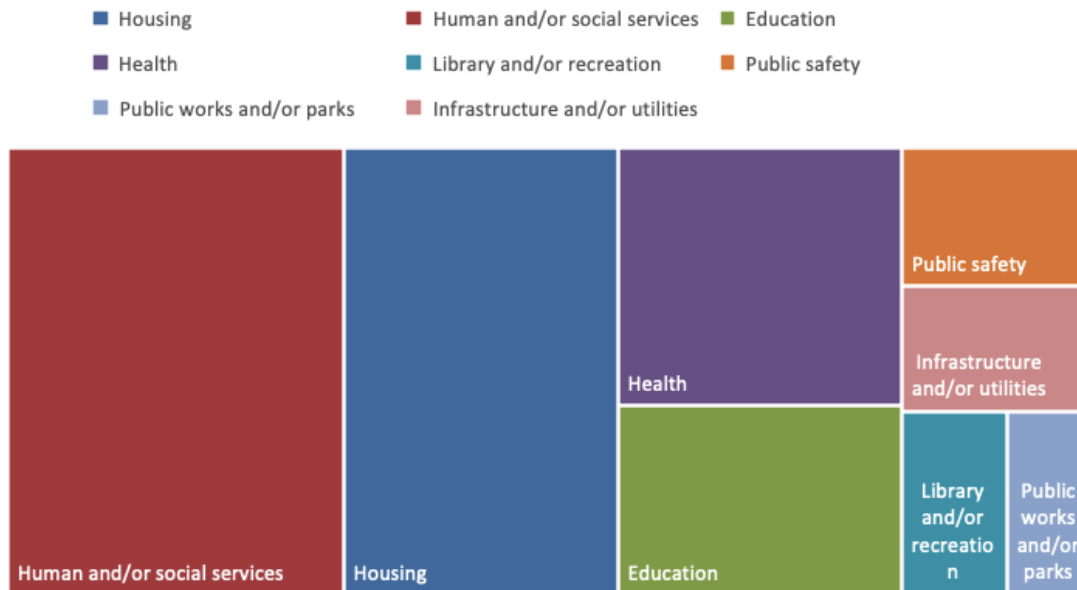
Survey Respondent Demographics

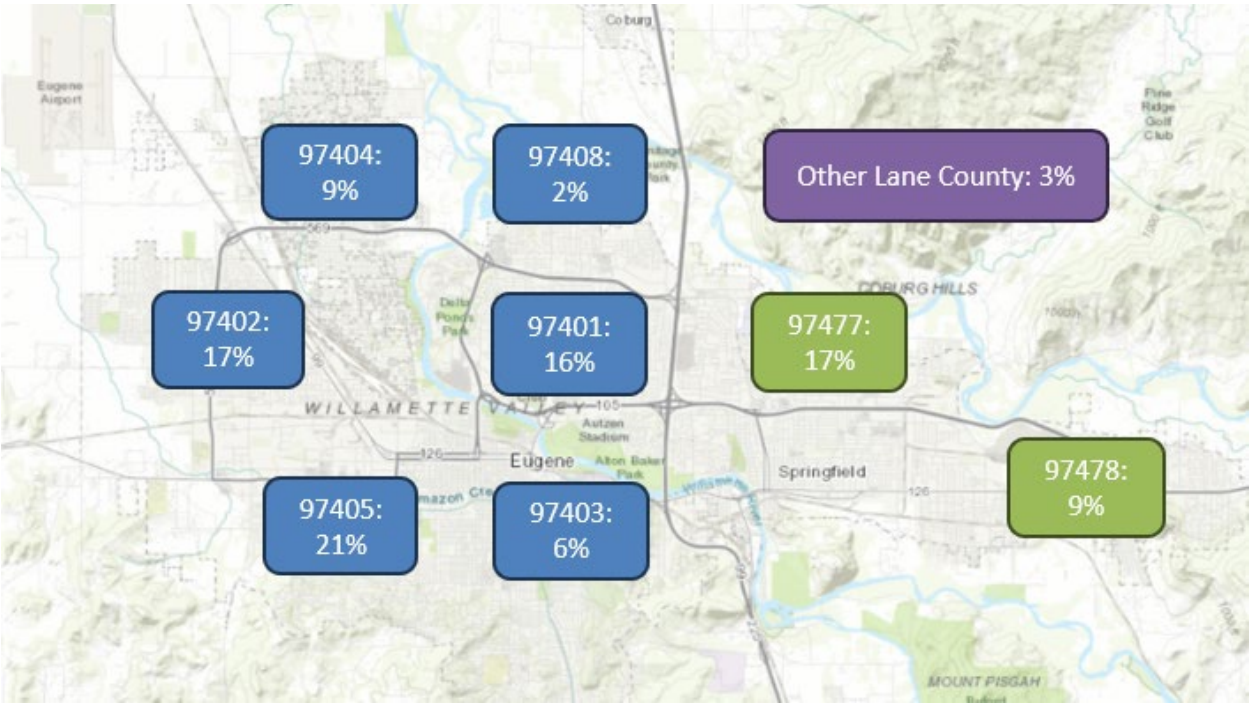
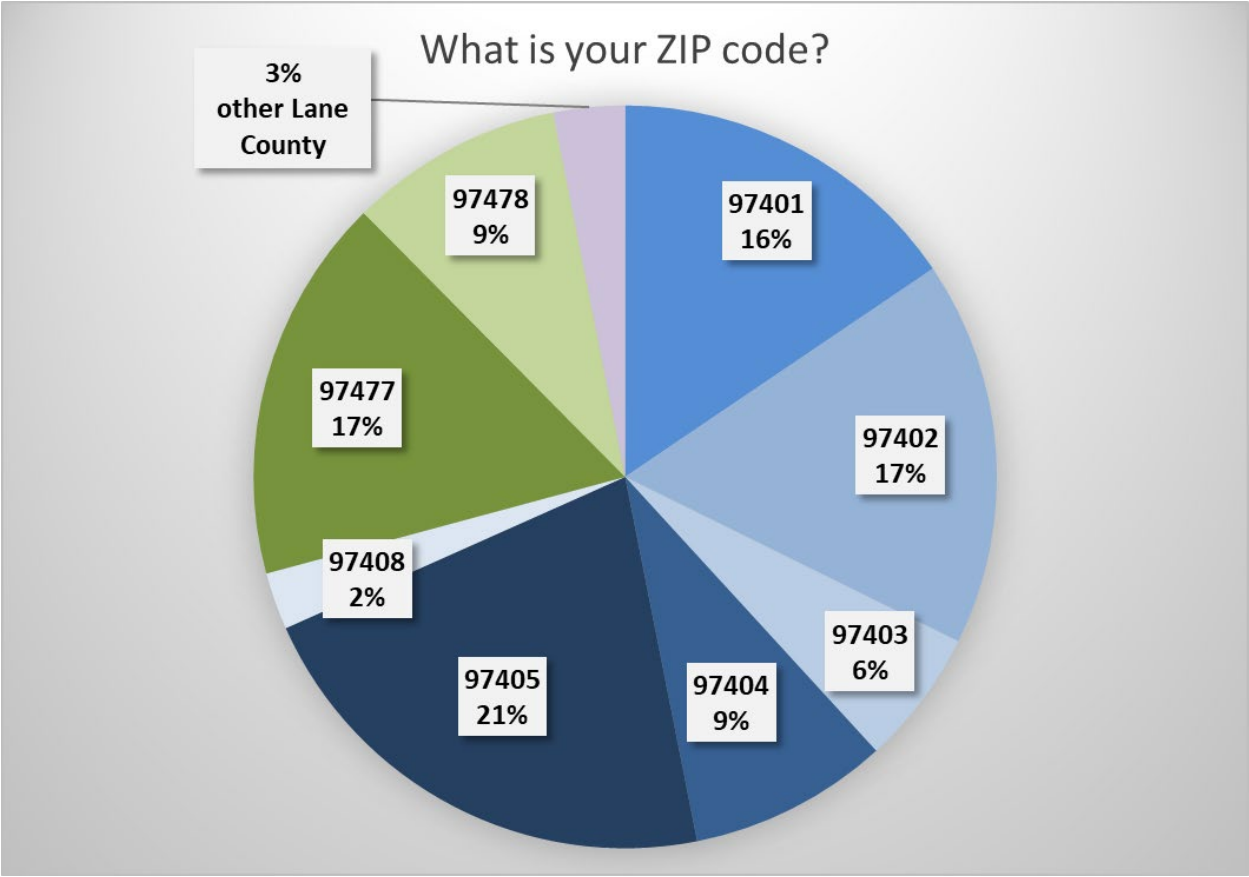
Of the non-affiliated respondents, 63% are employed full or part time, 58% were over 45 years old, 49% earn less than \$50K for a 2 person household, 43% experience a disability, 27% are a survivor of domestic violence, 23% have experienced homelessness in the past 5 years, 14% are veterans, 15% identify as non-white, and 96% live in the Eugene/Springfield area.



Of the respondents affiliated with an organization: 66% were connected to human or social services 56% were connected to housing, and 32% were connected to health.

Type of service/program





Survey Open-ended Questions

In addition to five multiple choice questions, the survey asked two open-ended questions:

1. *If you have specific ideas, please describe **housing solutions** that would benefit communities you represent/identify/work with. This could include an increase in programs or services that currently exist, or new policies/activities/programs/services that you recommend.*
2. *If you have specific ideas, please describe **human services solutions** that would benefit communities you represent/identify/work with. This could include an increase in programs or services that currently exist, or new policies/activities/programs/services that you recommend.*

Survey Open-ended Answers

- *Build more affordable housing. It's really that easy. Build upward if you have to.*
- *SquareOne Villages; safe spaces for women; city subsidized storage units; indoor air purifiers; manage waste; support businesses and residential to remove illegal camping but also need legal camping with law community safety enforcement available.*
- *As a mental health professional I feel housing specifically for persons on disability is an absolute must in our community. The number of people on disability utilizing short term solutions is shamefully high for our community.*
- *More low barrier & emergency homeless shelter, stop persecuting the homeless by forcing them to constantly move unsanctioned camps, more affordable housing, put more limits on landlords.*
- *Single room occupancy with low barrier to entry and pets allowed-pls help us get off the streets.*
- *Increased supportive housing units (like The Nel) that have wraparound services, case management, food assistance, mental health services, drug and alcohol recovery support.*
- *More accessible government programs to help pay rent and other expenses. Controlled rent hikes so property management companies cannot raise rent annually/cannot raise rent beyond what tenants can afford. Financial support for individuals at risk of eviction.*
- *We need to disincentivize homelessness in Eugene by instituting a zero-tolerance camping ban, after the Supreme Court overturns the ban on bans.*
- *Cheaper housing and more help to get into said housing. We've been living in a motel since June of 2019 due to a no-cause eviction, and not being able to find another affordable place to rent that's affordable because we are low income.*
- *Specific accessible housing for persons on disability with centralized social services would be amazing. Even just a drop in resource center for people would be a huge improvement.*
- *I suggest an increase in pet-friendly housing options for houseless community members. For the reasons cited above, there are many people who do not enter transition programs that refuse their animal companions- the result is people and their pets still out in the cold, when they should be supported for not abandoning their animals.*
- *The programs that exist are understaffed and are unable to really help people.*

- *Funding for case management or support services that are not usually reimbursable by OHP/insurance, like street outreach, support in accessing benefits and services, making and keeping appointments, transportation, house cleaning, finding a doctor, transportation etc.*
- *Enforce public camping restrictions and relocation to safe sleep areas. Support medical and behavioral health outreach services.*
- *Incentivize private investment into income qualified housing that incorporates permanent supportive housing services, climate resiliency, day care and retail into multifamily developments.*
- *Provide all children in public school the opportunity to attend free, high quality after school enrichment programs so that their parents can both work full time jobs, and the kids learn valuable skills that make them able to attain work and function in the world, like literacy.*

Survey Additional Themes

All the themes listed in the interview results section were also reflected in the survey results. The following bullets include additional themes not shared by service providers:

- Incentivize/do not incentivize market rate housing (both sides of the spectrum)
- Job development for people utilizing public assistance
- Consider the Houston model for reducing homelessness
- Reduce the size and impact of government programs, increase eligibility requirements, reduce government waste
- Many survey respondents requested an increase in:
 - Early childhood education and childcare
 - Food distribution
 - Medical services

Stakeholder Interviews – Themes & Comments

Theme	Comment
Accessibility	Accessibility is key: visit-ability, universal design, public transportation
	Ground floor units – provide best outcomes for elderly, people with disabilities, and people transitioning from homelessness.
	Increase requirements for accessible units in multi family from 5% to 10%
Affordable housing, Barriers	Remove OHCS criteria barriers for shovel-ready projects
	Reduce costs for building affordable housing by providing local technical support and providing public incentives such as reducing permit fees.
	Loosen the strict requirements associated with permanent supportive housing. Example: partners staying overnight, not addressing incontinence.
Affordable housing, eligibility	Shelter to housing – 60% AMI. Incentivize people who are hitting lower AMI levels
	Adjust income requirements: 3X income requirement is unrealistic – it should be 2X
	Reform eligibility criteria for affordable housing
Affordable housing, supply	Housing capacity hasn't kept pace with the needs, especially for multi-family, affordable.
	Increase density within the City limits by increasing community support for urban density. Say no to sprawl, no to NIMBYs.
	Purchase newly constructed multi-family housing before it goes to rent, and use it for affordable housing.
	Need more income-based housing
	Increase our housing capacity by combining funding sources and collaborating. Federal regulations make it so difficult.
Affordable housing, type	Mental health treatment is very difficult when people have housing challenges. Isolation is a major issue, so community housing models are excellent.
	Single occupancy units – high demand, difficult to find
	Community village model: Detached small units support people with behavioral health challenges. This would help people stay in units and not circulate back into homelessness.
	Increase availability of housing for families with more members; more children. Difficult to find 3+ bedrooms for blended families.

	Housing for adult foster care
Economic development	Wages haven't kept pace with housing costs. Inability to switch to higher paying jobs. Low wages for social service workers mean it is difficult to provide services. People leave and you need to spend time on training new staff.
	Economic impacts of housing shortage: no workers. Business support for short term and long term work force housing
	Deposit and rent support: rents far exceed wages
	More workforce housing to help support the economy and build the tax base to fund affordable housing and support services.
	Build housing type diversity – Springfield has 1.6% vacancy rate. Middle housing.
	Housing price increases locally are due to population growth from other areas. Our local youth are moving elsewhere because they can't afford housing.
	New financial models to help people enter the housing market.
	Increase wages and support services for the working poor.
Funding	Increase flexibility in the use of funding
	Flexible funding to support a range of needs, not just housing
Rental housing	Rental application process: simplify - housing dashboard, translate all documents
	New ideas such as Homeshare are good, but both tenants and landlords need support services and training.
	Keep in mind the health and safety of renters – non-traditional housing can be problematic and unhealthy.
	Develop financial systems to support low-income renters: evolving loan program for people up to 120% AMI.
	Increase the amount of rental housing and combat the NIMBY attitude.
	More uniform landlord tenant regulations
	Trauma informed practices and training for property owners/managers
Social service	Increase substance abuse treatment programs, behavioral health training and services
	Emotional health supports, such as grief groups, are not available and very much needed.
	Housing navigators, caseworkers, and support finding employment. More supports to find housing and employment make a big difference in ability to maintain housing over time.

Social services	Maintain personal access to internet services. Funding for the affordable connectivity act is ending, and we need to replace it.
	Affordable housing property managers: training in trauma-informed practices
	Stabilize funding for agencies and organizations providing programs. Increasing and decreasing staffing results in loss of knowledge, increase in training, and several other negatives.
	Case management and housing navigator: increase
	Support services to keep people in their home (maintenance, rent assistance) would help reduce homelessness and the need for shelters.
Temporary housing	Multi-tiered approach to increasing short term shelter options: vacant lots for shelter, etc.
	Create a “temporary hardship permit” so that people can rent a parking spot to someone without a home. (Springfield has this, but homeowner can’t charge rent).
	Consider alternative concepts of housing that address urgent short term needs: RV, mobile home, etc.
Transitional opportunities	Expand the concept of housing: community, stability, tiny homes with shared kitchen, laundry – transitional works!
	Low barrier environment with individual lock and key is important. Stepping stone to permanent unit. Dignity.
	Short term housing for elders and people on hospice
	Change the government criteria for “positive outcomes” for housing...people need transitional services but when you refer them from a shelter to a transitional housing it doesn’t count as a positive outcome. Funders need more realistic timeframes from shelter to permanent housing.
	Regarding housing: singular pathways and past methods don’t work. Change is essential.
	People who are unhoused should be defined as a “protected group”
	Community Supported Shelters having a very hard time with supply of housing: there are more than 100 people applying to each available unit.
	Increase the amount of transitional housing – people moving from homeless to renting need support to succeed.

Public Comment Summary- Eugene-Springfield 2025 Consolidated Plan

The thirty-day period for public comment on the draft 2025 Consolidated Plan began on November 1, 2024, and ended on December 6, 2024. All comments were accepted. The four comments submitted discussed the critical need for more affordable housing, the need for more jobs that pay livable wages, the need to address homelessness, and investments in neighborhood infrastructure.



**Lane Small Business Development Center
Office of the Director**

E collinsdm@lanecc.edu
P 541-463-6206
www.LaneSBDC.com

October 8, 2024

TO: Eugene-Springfield Consolidated Plan Advisory Committee

Re: Early Child Care Business Accelerators and Eugene CDBG Funds

Thank you for partnering with the Lane Small Business Development Center (SBDC), Lane Child Care Resource and Referral (CCRR) agency, and Onward Eugene, by providing start-up grants for the Early Child Care Business Accelerator program.

To recap the program, the Early Child Care Business Accelerator is a four-month program that provides training, skills, and business advising to open a registered or certified home-based child care business. CCRR provides the training and licensing support for providers to become licensed with the Department of Early Learning and Care. The Lane SBDC provides business training and support so that early educators have the skills necessary to become a successful small business owner. Onward Eugene provides program coordination and grant-writing through their Child Care Sector Strategist.

To date we have completed two cohorts of the program with 27 graduates, 14 new child care programs and a projected 175 new child care slots across Lane County. Licensed Accelerator graduates receive \$5,000 to start their business as well as continued wrap-around services from both CCRR and the SBDC after the program. "We are thrilled to not only continue to chip away at the number of new slots needed across the community, but to also support these new businesses and local job creation," Holly Mar-Conte, Child Care Sector Strategist at Onward Eugene.

This free program is made possible through the partnerships, funding and support from Lane Community College, Chambers Family Foundation, JTMF Foundation, Roundhouse Foundation, the City of Eugene, and the City of Springfield.

We look forward to continuing partnership with the City of Eugene as we launch cohorts three and four of this program this fall, and together provide real solutions to the Childcare desert in Eugene and Lane County

Serving Leaders and Small Businesses in Lane County,

A handwritten signature in dark ink that reads "Dan M. Collins".

Dan Collins PhD
Director Lane SBDC
collinsdm@lanecc.edu



Lane County Human Services Division

151 West 7th Avenue, Room 560
Eugene, OR 97401

541.682.3798 phone
541.682.3760 fax

Good morning Eugene/Springfield Consolidated Plan Advisory Committee,

Lane County would like to extend a huge thank you to the City of Eugene and City of Springfield for their continued partnership with CDBG housing programming and services. We have been able to support so many amazing services in our community and couldn't have done it without the CDBG teams.

The 2020-2025 Consolidated Plan includes CDBG funding that supports food box distribution, metro area meals, unhoused singles and families day access centers, basic needs at a community service center, and parent education services for families with young children facing multiple stressors

Additionally, Coronavirus funds were supplied to Eugene and Springfield residents to support those who were affected by COVID-19 and it's lasting effects. Those services included accessing rent assistance, overnight shelter for unhoused individuals, housing navigation, street outreach, legal services, and senior meals and groceries. Through the height of the COVID Pandemic and in the recent years "post COVID" families and individuals are continuing to see drastic challenges in meeting their basic needs and/or remaining stable in their housing. Food access remains a huge need for our housed and unhoused neighbors and Eugene residents are accessing food pantries and food services and an increasing rate. CDBG funding allows our food bank (FFLC) to distribute food boxes to non profit partners and funds the Dining Room which supplies hot meals onsite and on the go in a welcoming and respectful environment.

Housed and unhoused residents continue to need additional resources such as clothing, hygiene items, access to mainstream benefits and housing supports. Access centers and service centers funded by CDBG are essential in providing basic human needs to those who are facing houselessness and housing instability and can provide a safe space for individuals and families to make connections to their community.

Lastly, funding parent education courses for families who experience many stressors and barriers is a vital service to our children and families. The support and learning provided to families and children is vital to our community members.

Within Lane County, CDBG funds are leveraged by the interagency Human Services commission (HSC) funding, which includes contributions from Eugene, Springfield, and Lane County. For just last fiscal year, 27,755 households were served and 905,844 services were provided. For the entire FY21-24, CDBG and CDBG COVID programming dollars provided assistance to individuals a record more than 4million (4,184,215) times.

The programming and services provided by CDBG are an integral and essential part of the community's wellbeing. We again want to thank the City of Eugene, City of Springfield, and their CDBG staff for their time and commitment to these projects and partnership in serving our community members.

Thank you for your time,
Brianna Rogers
Sr. Program Services Coordinator, Anti-Poverty
Lane County Housing and Community Action, Human Services Division

2025 Consolidated Plan Advisory Committee, Relief Nursery Testimony

October 2, 2024

Dear Councilor's Semple and Rodley, and committee members Aaron, Beeson, Cashero and Hiura,

Relief Nursery has enjoyed a decades-long collaboration with the cities of Eugene and Springfield CDBG programs in support of low-income families.

We are grateful for this partnership which currently funds our Parenting Education and In-Home Outreach services for parents children aged birth to 6, identified as at-risk for child abuse and neglect.

Parenting Education and In-Home Outreach are core services and are directly related to child behavioral health and development and parental resiliency.

Human services, CDBG funding has been instrumental in stabilizing and sustaining these core services for our community's most vulnerable children and families.

Each year, nearly a thousand families seek services from Relief Nursery. About 45% of these families reside in Eugene; 45% in Springfield; and 10% in rural Lane County communities. 38% of our clients identify as minority populations; 28% as Hispanic or Latino; 14% of our families are multi-ethnic. Both rural and Hispanic families have been identified as underserved populations in local needs-studies. Additionally, the number of Native American families we serve has increased six-fold over the past three years.

CDBG funded services have provided an anchor for our families, stability for our children, and have had the greatest and most consistent impact of improving family functioning, protecting children from abuse and neglect, and reducing the need for foster care.

In addition to extreme low income, our families face multiple challenges: unemployment; substance use disorder; domestic violence; child protective services history; mental health issues; house-lessness and food insecurity. During recent years, we have seen significant increases in food insecurity, family stress levels and the number of children presenting with social, emotional and developmental issues.

Despite the high proportion of families we serve that have prior child protective services history, after one year in our programs, 95% do not require further reports of abuse or neglect or foster care placement. In addition, 100% of children served are making appropriate developmental progress or are receiving appropriate special education support.

Parenting Education plays a crucial role in developing strong, stable families, keeping children safe, and providing an environment in which they can thrive. There is a continued need for CDBG funding to support Relief Nursery and other human services in our community.

To substantially change developmental outcomes for children, and if systemic change is to be had, community-based programs, like Relief Nurseries, which offer comprehensive child development and parental support programs for children and families, must continue to be part of an on-going support strategy and approach that is driven by community investment.

[submitted by Kelly Sutherland, Executive Director of Relief Nursery]

October 8, 2024

The CDBG Grant helps fund a portion of our Emergency Day Access Center; First Place Family Center (FPFC). Allowing FPFC to offer meals, showers, laundry, personal hygiene, clothing vouchers, and referrals to households with children experiencing homelessness in Eugene.

FPFC has a Program Plan to serve 600 households annually. Funding allows us to provide vital services to some of LC's most vulnerable; unhoused families with minor children, offering services 365 days/year. FPFC has used CDBG funds to cover staffing needs, as well as some admin, allowing us to utilize other funds towards other operating costs. Adequate staffing allows us to provide the most Trauma Informed and safe setting possible. In the future we would like to be able to have funds allocated for client assistance for things such as identifying documents, bus passes and more.

In addition to the benefit to First Place, CDBG greatly benefits the Eugene Service Station, as we use the funding towards HMIS front desk and other critical infrastructure elements.

HMIS is critically important to track and monitor changes in demographics and prioritize our workload for our clients that have the greatest vulnerability. This resource helps us plan year over year how we can best support those in greatest need throughout the community. Due to this insight, we have begun plans to implement a shared space for Community Partnerships where agencies outside of St. Vincent de Paul can come and have a stable place to offer on-site assistance. This will greatly benefit our clients and bolster their housing readiness. Our goal is to have as many agencies as possible offering wrap around services out of this location, and have made a number of connections and received commitments from a handful such as WorkSource, Goodwill Job Connections, DHS, Senior and Disabled services, The Alliance and more. Through our shared efforts our goal is to promote a strong bond between our varied agencies, while centralizing services for the clients.

Blaze Kenyon

Homeless and Shelter Services Director

Pronouns: (He/Him/His)

St. Vincent de Paul Society of Lane County, Inc.

Phone: (458) 250-3304

“Leah Pettus-Czar, Director of Asset Management at Cornerstone Community Housing, expressed strong support for the continued funding of the Community Development Block Grant (CDBG) and the Home Investment Partnership Program. She said the funding sources play a critical role in addressing the affordable housing crisis. She described recent local affordable housing developments that would not have been possible without the financial support provided. She expressed gratitude and reiterated that the aforementioned programs are proven solutions to the affordable housing crisis.”

December 10, 2024

To: Consolidated Plan Advisory Committee

Subject: Draft Eugene-Springfield 2025 Consolidated Plan

Dear Members of the Consolidated Plan Advisory Committee,

I am writing to voice my support of the Draft Eugene-Springfield 2025 Consolidated Plan and the continued funding of the Community Development Block Grant (CDBG) program. This program has been pivotal in advancing housing and community development efforts in our community.

A prime example of the positive impact of the CDBG program is the recent siding rehabilitation at Prairie View Apartments. This critical project, essential for preserving affordable housing and providing safe, high-quality living conditions for residents, would not have been possible without CDBG funds. The individuals and families we serve, all of whom are low- to moderate-income, directly benefit from projects like Prairie View.

Cornerstone Community Housing is committed to building quality, affordable housing for people living on limited incomes while offering services that promote opportunities for personal growth and economic independence.

The Draft Eugene-Springfield 2025 Consolidated Plan aligns closely with our mission, particularly through its Strategic Goals 1 and 2:

1. **Increase Affordable Housing:** As the demand for affordable housing continues to grow, CDBG funds are vital for supporting new developments and expanding housing opportunities for those most in need. Cornerstone aims to partner on future projects that align with this goal, helping to provide homes where individuals and families can build a better future.
2. **Rehabilitate Existing Housing:** Preserving the safety and quality of existing housing is just as important as creating new units. Many of Cornerstone's aging properties require periodic updates to maintain their functionality and meet the evolving needs of residents. Continued CDBG funding ensures we can keep these homes safe, stable, and accessible for residents.

I encourage the Advisory Committee to approve the Draft Eugene-Springfield 2025 Consolidated Plan to maintain a robust CDBG program. These funds are not just investments in housing but in the health, stability, and future of our community. With the ongoing support of CDBG resources, we can continue to work toward a community where everyone has a safe, affordable place to call home.

Thank you for your commitment to creating a thriving and equitable community for all.

Sincerely,



Darcy Phillips
Executive Director



December 10, 2024

Eugene-Springfield Consolidated Plan Advisory Committee

Dear Eugene-Springfield Consolidated Plan Advisory Committee,

Homes for Good Housing Agency is in broad support of the goals set forth in the 2025 HUD Consolidated Draft Plan.

Past iterations of the HUD Consolidated Plan for the Eugene-Springfield HOME Consortium have been immensely helpful in helping us to identify target populations in developing affordable housing to meet the needs of our community.

Additionally, since 2020, HOME funds have been crucial to the construction of 216 new affordable units at four different Homes for Good developments and another 81 affordable units at a development currently under construction. HOME and CDBG funding are a vital source for affordable housing development that allows projects to be more competitive in leveraging sources of state funding.

Regards,

Audrey Banks

Audrey Banks
Real Estate Development Director
Homes for Good Housing Agency



St. Vincent de Paul Society of Lane County, Inc.

P.O. Box 24608, Eugene, OR 97402
www.svdp.us and on Facebook

Phone: 541.687.5820
Fax: 541.683.9423

December 10, 2024

Genevieve Middleton

City of Eugene | Community Development Division
99 W. 10th Ave, Suite 240
Eugene, OR 97401

Re: Public Comment: Draft 2025 Eugene-Springfield Consolidated Plan

Dear Ms. Middleton,

St. Vincent de Paul Society of Lane County, Inc. (SVdP) offers our support for the Strategic Goals of the Consolidated Plan: 1. Increase Affordable Housing, 2. Rehabilitate existing housing, 3. Support local human services system, 4. Promote Economic Development, 5. Provide Homeownership Assistance, 6. Invest in neighborhoods. These goals are well aligned with SVdP's mission and will directly benefit the low-income and vulnerable populations we serve.

It is extremely difficult to develop affordable housing, it's equally or more difficult to fund capital improvements as properties age. Given that we are in a statewide housing crisis, the majority of public funds are aimed at developing and constructing new housing units with few funds left over to preserve those already built. The funds available from the state housing finance agency to preserve and rehabilitate existing units are limited and HIGHLY competitive. Local Community Development Block Grant (CDBG) Renter Rehabilitation funds are a critical resource to preserve existing affordable housing.

Since the onset of the COVID-19 pandemic, operating expenses for affordable housing have skyrocketed, and rents and rent increases are restricted. This means that cash flow is even tighter than in the past and properties are not generating enough revenue to pay for capital repairs after other operational expenses. Over the past five years, CDBG Renter Rehabilitation funds have allowed us to fill the gap and tackle deferred capital needs at Ross Lane and Oakwood Manor. The funds were used to replace roofs and siding, paint, and improve drainage to preserve and refresh the properties for the 108 families that call them home. We have several other properties over 20 years old with capital needs that could benefit from CDBG Rental Rehabilitation funding.

The City of Eugene has in the past has also used CDBG funding to acquire land for affordable housing. The land acquisition program combined with HOME and other local funding support is a highly effective tool to promote affordable housing development and ensure the rents are truly affordable to households earning very low incomes (50% of AMI or below). Not only does the program help reduce the initial costs, but it also helps developers effectively compete for the remaining funds needed for construction. Our most financially stable properties are those that we developed from the land acquisition program.



St. Vincent de Paul Society of Lane County, Inc.

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SVdP also operates several shelter sites for the unhoused in our community. In addition to receiving some operating funds from Lane County Human Services Division (from CDBG funding), in the past we have utilized CDBG funds for needed upgrades at these facilities to provide services for our clients (upgrading a kitchen for food service, rebuilding shower and bathroom areas, and roof replacement). These facilities serve approximately 6,000 people per year—resulting in heavy usage and need for rehabilitation. We certainly could utilize CDBG funding for facility improvements at our shelter sites if it is available.

On behalf of SVdP and the thousands of people we serve, thank you for your work on this plan to prioritize critical investments that improve the quality of life for low income and vulnerable populations and in turn strengthen our community.

Sincerely,

A handwritten signature in purple ink, appearing to read 'Kristen Karle'.

Kristen Karle
Real Estate Development Director



944 W 5TH AVE.
EUGENE, OR 97402
(541) 687-2667

WWW.PLAZACOMUNIDAD.ORG

December 10, 2024

Dear Eugene-Springfield Consolidated Plan Advisory Committee,

On behalf of Plaza de Nuestra Comunidad (Plaza), I am writing to express our support for the City of Eugene's continued allocation of CDBG funding for the development of local microenterprise businesses. Plaza is the only nonprofit in Lane County, Oregon committed to providing Spanish-language, culturally relevant services to the Latinx and immigrant community. Our mission is to support the lives of Latinx and immigrant community members by creating a safe space that fosters leadership, education, wellness, and connection.

Plaza has a long history of partnering with the City of Eugene's Planning and Development Department. Beginning in 2021, Plaza and the Planning and Development Department crafted an agreement for Plaza to receive CDBG funds toward the goal of providing culturally specific, Spanish-language business support services for entrepreneurs.

This funding has made the following possible: 1) Providing a 12-week business planning class; 2) Offering one-on-one technical assistance to local businesses on specific topics they need extra support with; 3) Offering workshops for community members with presenters sharing expertise on business topics; 4) Connecting local entrepreneurs and business owners to grants and other funding opportunities; and 5) Building a network of Latinx and immigrant business owners.

All the services offered through this partnership were provided in Spanish thereby increasing accessibility of business support for Latinx and immigrant entrepreneurs. In addition, we were able to leverage CDBG funding to access additional funding for our business programming. This allowed us to grow our program and serve even more businesses. For example, we doubled the number of 12-week business class cohorts increasing it from two to four cohorts per year.

Plaza recognizes the importance of CDBG Microenterprise funding. Sustaining this unique program is essential to improving economic equity in Lane County.

Sincerely,

Marissa Elena Zarate

Marissa Zarate
Co-Executive Director
Plaza de Nuestra Comunidad

12/10/24

To Whom It May Concern:

Community Development Block Grant funding supported improvements to the Looking Glass McKay Lodge facility. This assisted us in establishing the PEER Shelter, a supportive shelter program for homeless youth in our community. Youth directly served, and the community, benefitted from this program.

Looking Glass Peer Shelter serves unhoused youth, ages 16 to 24, with safe shelter, safety net services such as food, clothing, parent/child/family rooms, pet dormitory, peer counseling, therapy services, medical services, housing assistance/referral, vocational counseling, and connections to a vast network of human services to support future success.

The capacity of the shelter is 26 and we reach capacity almost every evening. We have served over 175 youth since October 2023. The youth we serve consistently report a significantly improved life trajectory. With our support, they are likely to become good employees/taxpayers and good tenants/homeowners in the future.

The Looking Glass McKay Lodge facility is a safe, comforting, state-licensed facility that enables us to provide an essential service. The CDBG funding was a vital part of our ability to provide this program.

Chad Westphal
President and CEO
Looking Glass Community Services

December 10th, 2024

Consolidated Plan Public Hearing Comment,

1. We at Live. Grow. Share. are very grateful for the Business Growth Loan and quite simply wouldn't be in business without it
2. We have served over 300 clients in the last year, providing Mental Health Therapy, Drug and Alcohol Treatment, and various peer services
3. Thank you!

[Ashley Teeters](#) (she/her)

Chief Executive Officer

LIVE. GROW. SHARE.

Recipient of the CDBG Business Growth Loan

541-525-3139

ashleyteeters@livegrowshare.org

"People Helping People"

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AGENDA ITEM SUMMARY S P R I N G F I E L D C I T Y C O U N C I L	Meeting Date:	05/05/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Matt Stouder/Environmental Services Division
	Staff Phone No:	5417263620
	Estimated Time:	5 Minutes
	Council Goals:	Financially Responsible and Stable Government Services

ITEM TITLE:

Ratification of the Metropolitan Wastewater Management Commission (MWMC) FY 2025-26 Regional Wastewater Program Budget and Capital Improvement Program (CIP).

ACTION REQUESTED:

Ratify/Not Ratify the FY 2025-26 Regional Wastewater Program Budget and Capital Improvement Program (CIP).

ISSUE STATEMENT:

As provided for in the MWMC Intergovernmental Agreement (IGA), the City of Springfield, the City of Eugene, and Lane County, as governing bodies, must ratify the annual MWMC Budget and Capital Improvement Program.

DISCUSSION/FINANCIAL IMPACT:

The FY 2025-26 (FY 25-26) Regional Wastewater (RWP) Budget and CIP document was approved by the MWMC on April 11, 2025. The MWMC convened three work sessions and a public hearing prior to taking action to adopt the FY 25-26 MWMC Budget and CIP. The FY 25-26 Budget funds all operations, administrative services, and capital projects planned for the Regional Wastewater Facilities. The approved operating budget is \$27.5 million, reflecting an increase of 8.4% (\$2.1 million) in FY 25-26, when compared to the prior year.

The CIP outlines the capital projects planned for the next five years. The FY 25-26 RWP Budget and CIP reflect a continued focus on facilities upgrades, plant performance improvements, new permit requirements, equipment replacement, and operations and maintenance activities to provide regional wastewater treatment for a growing community in a manner that protects the public's health, safety, and the environment.

In accordance with the IGA, the MWMC contracts with the City of Eugene for operations and maintenance services, and with the City of Springfield for administrative services. The budget document (Attachment 1) provides RWP and budget summaries as well as detailed budgets for services provided by Eugene and Springfield. The budget also provides information about how RWP activities are driven by the MWMC's established goals and performance measures. The Commission took a corresponding action to adopt a 5.0% adjustment in regional wastewater user charges to fully fund the Budget and CIP.

On May 5, 2025, the City Council will hold a public hearing on the FY 25-26 regional rates. Following the public hearing, Council is scheduled to adopt a resolution to set the FY 25-26 regional user fee rates within the City of Springfield.

The FY 25-26 RWP Budget and CIP must be approved by the MWMC and ratified by Lane County and the cities of Eugene and Springfield, and then finally adopted by the MWMC prior to the beginning of the next fiscal year (July 1, 2025). The Springfield City Council is scheduled to ratify the MWMC Budget and CIP on May 5, 2025. The Eugene City Council and Lane County Board of Commissioners are scheduled to ratify on May 12 and May 13, 2024, respectively. The MWMC final budget adoption will occur on June 13, 2025.

Attachments

1. Regional Wastewater Program Budget and CIP FY 2025-26

Regional Wastewater Program Budget and Capital Improvements Program



Metropolitan Wastewater
MANAGEMENT COMMISSION



partners in wastewater management

Fiscal Year 2025-2026

REGIONAL WASTEWATER PROGRAM BUDGET and CAPITAL IMPROVEMENTS PROGRAM Fiscal Year 2025-26

The Metropolitan Wastewater Management Commission adopted the Operating Budget and Capital Improvements Program (CIP) for FY 25-26 on April 11, 2025. The Budget and CIP was ratified by the Springfield City Council on May 5, 2025, the Eugene City Council on May 12, 2025, and the Lane County Board of Commissioners on May 13, 2025. The Commission gave final ratification of the Budget and CIP on June 13, 2025.

COMMISSION MEMBERS:

Pat Farr, President (Lane County)
Doug Keeler, Vice President (Springfield)
Jennifer Yeh (Eugene)
Bill Inge (Lane County)
Peter Ruffier (Eugene)
Christopher Hazen (Eugene)
Alan Stout (Springfield)

STAFF:

Matthew Stouder, MWMC Executive Officer/General Manager
Michelle Miranda, Wastewater Director
Nathan Bell, MWMC Finance Officer



TABLE OF CONTENTS

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METROPOLITAN WASTEWATER MANAGEMENT COMMISSION
FY 2025-26 BUDGET AND CAPITAL IMPROVEMENTS PROGRAM
for the
REGIONAL WASTEWATER PROGRAM
TABLE OF CONTENTS

PROGRAM OVERVIEW

Introduction...	1
Budget Message...	3
Acronyms and Explanations.....	5
Regional Wastewater Program Overview	7
Exhibit 1: Interagency Coordination Structure	15

BUDGET SUMMARY

Regional Wastewater Program Budget and Program Summary	16
Exhibit 2: Regional Operating Budget Summary	16
Exhibit 3: Line Item Summary by Program Area	18
Exhibit 4: Budget Summary and Comparison.....	19

RESERVE FUNDS

Regional Wastewater Program Reserve Funds	23
Exhibit 5: Operating Reserves Line Item Budget	24

OPERATING PROGRAMS

Regional Wastewater Program Staffing.....	27
Exhibit 6: Regional Wastewater Program Organizational Chart	27
Exhibit 7: Regional Wastewater Program Position Summary	28
Springfield Program and Budget Detail	30
Exhibit 8: Springfield Administration Program Budget Summary	33
Exhibit 9: Springfield Administration Line Item Summary.....	34
Eugene Program and Budget Detail	35
Exhibit 10: Eugene Operations & Maintenance Program Budget Summary	41
Exhibit 11: Eugene Operations & Maintenance Line Item Summary	42

CAPITAL PROGRAM

Regional Wastewater Capital Improvements Program	43
Exhibit 12: Capital Program Budget Summary.....	46
Exhibit 13: Capital Program 5-Year Plan	52

CAPITAL PROJECT DETAIL

Capital Program Project Detail Sheets	53
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INTRODUCTION

The MWMC was formed by the cities of Eugene, Springfield, 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, appointed by the City Councils of Eugene and Springfield and the Lane County Board of Commissioners, is responsible for oversight of the Regional Wastewater Program. Since 1983, the Commission has contracted with the cities of Springfield and Eugene to provide all staffing and services necessary to maintain and support the Regional Wastewater Program.

The MWMC has been providing high-quality wastewater services to the metropolitan area for 48 years. The service area for the MWMC consists of approximately 270,000 customers, including 82,000 residential and commercial accounts. The MWMC is committed to clean water, the community's health, the local environment, and to providing high quality services in a manner that will achieve, sustain, and promote balance between community, environmental, and economic needs.

Mission: To protect our community's health and the environment by providing high-quality wastewater services to the Eugene-Springfield metropolitan area in partnership with Eugene, Springfield, and Lane County.

Vision: The MWMC will be recognized as a leader in protecting water quality through sustainable and fiscally responsible practices.

Values Statement: The MWMC strives to provide high-quality services that achieve, sustain, and promote balance between community, environmental and economic needs while meeting customer service expectations.

Values

Clean Water

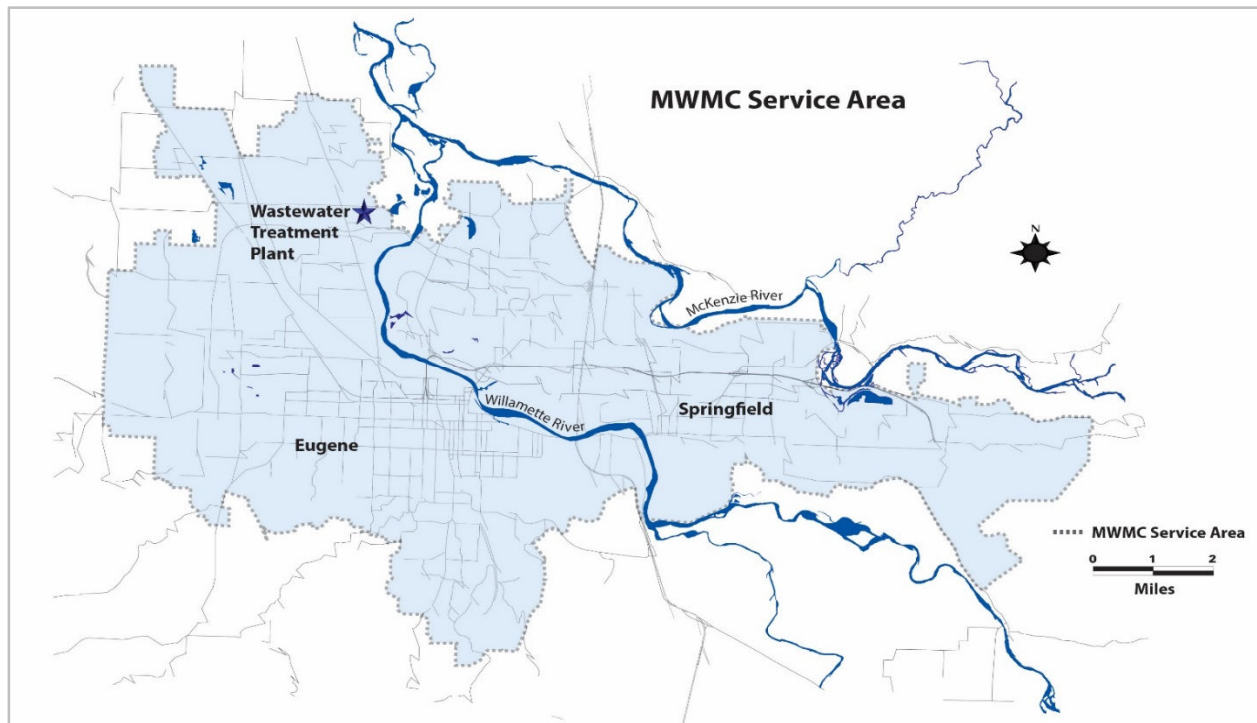
Protecting Community Health

Providing Excellent Customer Service

Sustain Environmental Stewardship

Collaboration with Partners

Regulatory Permit Status - The MWMC's renewed NPDES permit was issued on November 1, 2022, and will expire on September 30, 2027. As we continue efforts to renew our Facilities Master Plan, we are preparing for more stringent requirements from the new permit. The MWMC continues to reduce debt obligations, while planning financially to be positioned for the NPDES permit requirements.



BUDGET MESSAGE

BUDGET MESSAGE

Members of the Metropolitan Wastewater Management Commission (MWMC), MWMC Customers and Partnering Agencies

It is my pleasure to present the Metropolitan Wastewater Management Commission's (MWMC) budget for fiscal year 2025-26. This budget funds operations, administration, and capital projects planned for the Regional Wastewater Program in the coming year. In compliance with Oregon Budget Law, this budget is balanced, with revenues and expenditures being equal.

Budget Development Process

The MWMC's budget development schedule begins in January, with a budget kick-off to review key outcomes the Commission strives to achieve, with associated performance indicators that measure results of annual workplans over time. In February, staff provides a presentation of the draft Capital Improvement Program (CIP) budget and five-year capital plan and discusses anticipated impacts. The operating budget programs are presented in March, along with user fee rate scenarios to provide an overall look at anticipated revenues and expenditures.

In April, the Commission holds public hearings on the Preliminary Regional Wastewater Program (RWP) Budget and CIP, and regional wastewater user rates. In May, the RWP budget is forwarded to the three governing bodies of Springfield, Eugene and Lane County for their review, input and ratification. The RWP Budget and CIP returns to the MWMC in June for final approval, with budget implementation occurring July 1.

As outlined in the MWMC's intergovernmental agreement, Administration and CIP components reflected in the City of Springfield's RWP budget, while operations, maintenance, equipment replacement, major rehabilitation, and major capital outlay components are reflected in the City of Eugene's RWP budget. Both cities' Industrial Pretreatment Programs are managed locally in compliance with the MWMC Model Ordinance and are also included in the RWP budget.

Fiscal Year 2025-26 Budget

The upcoming fiscal year will present opportunities and challenges for the Regional Wastewater Program. The FY 2025-26 budget is balanced with resources equal to or greater than expenditures. The budget is based on an 8.4% increase over FY 2024-25 with the addition of 0.80 FTE to help address operational needs. Primary drivers associated with expenditures include rising costs for construction, utilities, and chemicals associated with operating regional facilities and meeting the MWMC's National Pollution Discharge Elimination System (NPDES) Permit. Additionally, aging infrastructure needs associated with assets that are approaching 48 years old are also driving costs, as well as the MWMC's contributions to its partner agencies for employer benefits including PERS liabilities.

User fee revenues are projected at \$43.4 million, with additional revenue sources from septage haulers, renewable natural gas sales, property leases, Systems Development Charges, and other sources at \$5.5 million. Operating expenditures are projected at \$27.6 million, and the FY 2025-26 CIP includes approximately \$98.4 million dedicated to facilities planning efforts, conveyance system upgrades and plant performance improvements. Another \$2.2 million is proposed for equipment replacement, major rehabilitation, and major capital outlay.

Accomplishments

Every year, MWMC staff show incredible professionalism and commitment to our community. Significant accomplishments this past year included:

- The MWMC was recognized by the National Association of Clean Water Agencies (NACWA) at their winter conference in Rancho Mirage, CA with a *National Environmental Achievement Award* for the “2024 Digital Advertising Campaign”. This effort highlighted pollution prevention measures around how to properly dispose of Fats, Oils, Grease and wipes in the regional service area.
- The Regional Water Pollution Control Facility was awarded a 17th consecutive *Platinum Peak Performance Award* from NACWA for 100% compliance with the effluent limits of the MWMC’s permit.
- Staff working on behalf of both Springfield and Eugene successfully delivered the “Clean Water University” (CWU) event at the Water Pollution Control Facility (WPCF) in October. This year, CWU expanded to three days, and over 650 students attended from 12 schools.
- Staff working at the WPCF oversaw the successful treatment of nearly 13 billion gallons of wastewater, ensuring continued protection of our community’s public health and safety, as well as that of the local environment and the Willamette River.

In summary, the FY 2025-26 budget implements the Commission’s adopted Financial Plan policies, and funds operations and administration sufficiently to maintain service levels and to meet the environmental performance necessary for compliance with the National Pollutant Discharge Elimination System (NPDES) permit issued jointly to the MWMC and the two cities.

Development of the RWP budget is a significant effort and would not be possible without the dedicated commitment from staff working on behalf of the MWMC. I would like to thank Lou Allocco, Kevin Vanderwall, Troy McAllister, James McClendon, and Michelle Miranda for their help to put together the FY 25-26 RWP budget.

Respectfully submitted,



Matt Stouder
MWMC Executive Officer & General Manager

PROGRAM OVERVIEW

ACRONYMS AND EXPLANATIONS

AMCP – Asset Management Capital Program. The AMCP implements the projects and activities necessary to maintain functionality, lifespan, and effectiveness of the MWMC facility assets on an ongoing basis. The AMCP is administered by the City of Eugene for the MWMC.

BMF – Biosolids Management Facility. The Biosolids Management Facility is an important part of processing wastewater where biosolids generated from the treatment of wastewater are turned into nutrient rich, beneficial organic materials.

CIP – Capital Improvements Program. This program implements projects outlined in the 2004 Facilities Plan and includes projects that improve performance or expand treatment or hydraulic capacity of existing facilities.

CMOM – Capacity Management and Maintenance Program. The CMOM program addresses wet weather issues such as inflow and infiltration with the goal to eliminate sanitary sewer overflows to the extent possible and safeguard the hydraulic capacity of the regional wastewater treatment facility.

CWSRF – Clean Water State Revolving Fund (also known as SRF). The Clean Water State Revolving Fund loan program is a federal program administered by the Oregon DEQ that provides low-cost loans for the planning, design and construction of various water pollution control activities. (DEQ)

EMS – Environmental Management System. An EMS is a framework to determine the environmental impacts of an organization's business practices and develop strategies to address those impacts.

ESD – Environmental Services Division. The ESD is a division of the City of Springfield's Development and Public Works Department that promotes and protects the community's health, safety, and welfare by providing professional leadership in the protection of the local environment, responsive customer service, and effective administration for the Regional Wastewater Program.

IGA – Intergovernmental Agreement. Pursuant to ORS 190.010, ORS 190.080, and ORS 190.085, the IGA is an agreement between the cities of Eugene and Springfield and Lane County that created the MWMC as an entity with the authority to provide resources and support as defined in the IGA for the Regional Wastewater Program.

MWMC – Metropolitan Wastewater Management Commission. The MWMC is the Commission responsible for the oversight of the Regional Wastewater Program. In this role, the MWMC protects the health and safety of our local environment by providing high-quality management of wastewater conveyance and treatment to the Eugene-Springfield community. The Commission is responsible for the oversight of the Regional Wastewater Program.

NPDES – National Pollutant Discharge Elimination System permit. The NPDES permit program is administered by the Oregon Department of Environmental Quality (DEQ) in fulfillment of federal Clean Water Act requirements. The NPDES permit includes planning and technology requirements as well as numeric limits on effluent water quality.

RNG – Renewal Natural Gas Upgrades consisting of biogas purification facilities at the treatment plant and connection to the Northwest Natural utility grid. Together, the system allows the MWMC to sell the upgraded gas (RNG) as a renewable fuel through offtake agreements.

RWP – Regional Wastewater Program. Under the oversight of the MWMC, the purpose of the RWP is to protect public health and safety and the environment by providing high quality wastewater management services to the Eugene-Springfield metropolitan area. The MWMC and the regional partners are committed to providing these services in a manner that will achieve, sustain, and promote balance between community, environmental, and economic needs while meeting customer service expectations.

SDC – System Development Charge. SDCs are charges imposed on development so that government may recover the capital needed to provide sufficient capacity in infrastructure systems to accommodate the development.

SRF – Clean Water State Revolving Fund. The Clean Water State Revolving Fund loan program is a federal program administered by the Oregon DEQ that provides low-cost loans for the planning, design and construction of various water pollution control activities. (DEQ)

SSO – Sanitary Sewer Overflows. Discharges of raw sewage.

TMDL – Total Maximum Daily Load. The federal Clean Water Act defines *Total Maximum Daily Load* as the maximum amount of any pollutant that can be safely assimilated by a waterway in one day without significant degradation of water quality.

TSS – Total Suspended Solids. Organic and inorganic materials that are suspended in water.

WPCF – Regional Water Pollution Control Facility. The Regional WPCF is a state-of-the-art facility providing treatment of the wastewater coming from the Eugene/Springfield metropolitan area. The WPCF is located on River Avenue in Eugene. The treatment plant and 49 pump stations distributed across Eugene and Springfield operate 24 hours a day, 7 days a week, 365 days a year to collect and treat wastewater from homes, businesses and industries before returning the cleaned water, or effluent, to the Willamette River. Through advanced technology and processes, the facility cleans, on average, up to 30 million gallons of wastewater every day.

REGIONAL WASTEWATER PROGRAM OVERVIEW

The Metropolitan Wastewater Management Commission

The Metropolitan Wastewater Management Commission (MWMC) was formed by Eugene, Springfield, 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 representatives), Springfield (2 representatives) and the Lane County Board of Commissioners (2 representatives). Since its inception, the Commission, in accordance with the IGA, has been responsible for oversight of the Regional Wastewater Program (RWP) including: construction, maintenance, and operation of the regional sewerage facilities; adoption of financing plans; adoption of budgets, user fees and connection fees; adoption of minimum standards for industrial pretreatment and local sewage collection systems; and recommendations for the expansion of regional facilities to meet future community growth. Staffing and services have been provided in various ways over the 48 years of MWMC's existence. Since 1983, the Commission has contracted with the Cities of Springfield and Eugene for all staffing and services necessary to maintain and support the RWP. Lane County's partnership has involved participation on the Commission and authority for wastewater services and support for customers that are served by the MWMC in the Santa Clara unincorporated area.

Regional Wastewater Program Purpose and Key Outcomes

The purpose of the RWP is to protect public health and safety and the environment by providing high quality wastewater management services to the Eugene-Springfield metropolitan area. The MWMC and the regional partners are committed to providing these services in a manner that will achieve, sustain, and promote balance between community, environmental, and economic needs while meeting customer service expectations. Since the mid-1990s, the Commission and RWP staff have worked together to identify key outcome areas within which to focus annual work plan and budget priorities. The FY 25-26 RWP work plans and budget reflect a focus on the following key outcomes or goals. In carrying out the daily activities of managing the regional wastewater system, we will strive to achieve and maintain:

- 1. High environmental standards;***
- 2. Fiscal management that is effective and efficient;***
- 3. A successful intergovernmental partnership;***
- 4. Maximum reliability and useful life of regional assets and infrastructure;***
- 5. Public awareness and understanding of MWMC, the regional wastewater system, and MWMC's objectives of maintaining water quality and a sustainable environment.***

The Commission believes that these outcomes, if achieved in the long term, will demonstrate success of the RWP in carrying out its purpose. In order to help determine whether we are successful, indicators of performance and targets have been identified for each key outcome. Tracking performance relative to identified targets over time assists in managing the RWP to achieve desired results. The following indicators and performance targets provide an important framework for the development of the FY 25-26 RWP Operating Budget, Capital Improvements Program, and associated work plans.

Outcome 1: *Achieve and maintain high environmental and safety standards.*

Indicators:	Performance:		
	FY 23-24 Actual	FY 24-25 Estimated Actual	FY 25-26 Target
Maximize RNG Runtime	Completed design and purchased a Waste Gas Burner (WGB); 61% Runtime	Complete construction of a Waste Gas Burner (WGB); 70% Runtime	80% Runtime
Optimize heat-loop efficiency	Completed heat-loop optimization study	Evaluate and consider study recommendations	--
Average removal efficiency of carbonaceous biochemical oxygen demand (CBOD) and total suspended solids (TSS) (permit limit 85%)	Achieved 97%	Achieve 97%	Achieve >95%
High quality biosolids (pollutant concentrations less than 50% of EPA exceptional quality criteria)	Arsenic 20% Cadmium 10% Copper 37% Lead 10% Mercury 5.2% Nickel 5.7% Selenium 9.9% Zinc 39%	Arsenic 25% Cadmium 35% Copper 35% Lead 20% Mercury 10% Nickel 10% Selenium 20% Zinc 35%	Arsenic <50% Cadmium <50% Copper <50% Lead <50% Mercury <50% Nickel <50% Selenium <50% Zinc <50%
ISO14001 Environmental Management System – Continual Improvement of Environmental Performance	All objectives were met and no major non-conformities; Conducted a Heat Loop Optimization Study; Design and purchase a RNG WGB	All objectives met with no major non-conformities	All objectives met with no major non-conformities

Outcome 1: *Achieve and maintain high environmental and safety standards (continued)*

• Climate Action Planning	Greenhouse Gas (GHG) Emission data gathering and protocol documents reviewed	Complete FY 2024-25 GHG Emissions Inventory; Present to Commission in Fall 2025	GHG Emission data gathering and protocol documents review
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Outcome 2: *Achieve and maintain fiscal management that is effective and efficient.*

Indicators:	Performance:		
	FY 23-24 Actual	FY 24-25 Estimated Actual	FY 25-26 Target
• Annual budget and rates align with the MWMC Financial Plan	Policies were met	Policies met	Policies met
• Annual audited financial statements	Clean audit	Clean audit	Clean audit
• Uninsured bond rating	AA	AA	AA
• Reserves funded at target levels	Yes	Yes	Yes
• Maintain Sound Financial Practices per the MWMC Financial Plan	Yes	Yes	Review policies, recommend updates as needed
• Ensure rates and rate changes are planned, moderate and incremental	3.5% Increase	5.5% Increase	4-6% Increase
• Grant opportunities aligned with MWMC funding needs pursued	N/A	Secured CWSRF Forgivable Loan and WaterSMART Grant	Identify at least 1 MWMC aligned grant for submittal

Outcome 3: *Achieve and maintain a successful intergovernmental partnership.*

Indicators:	Performance:		
	FY 23-24 Actual	FY 24-25 Estimated Actual	FY 25-26 Target
Update MWMC Facilities Plan (Project P80101)	Project P80101 is work in progress	Draft work products in 2025	Complete Project by 2025 year-end
Implement and approve revised local limits and an updated MWMC pretreatment model ordinance; implement and adopt model ordinance into Eugene and Springfield Codes	Local Sewer Use Ordinances implemented in Eugene and Springfield	Local ordinances final approval from DEQ received; Implement Cross Media Electronic Reporting Rule (CROMERR)	Complete implementation Cross Media Electronic Reporting Rule (CROMERR)
Partnership Assessment	Scope assessment tool options; present concepts/options for Commission consideration; Create RFP and select consultant	Begin data collection; report first round results to Commission	Begin implementation of approved recommendations as next steps
Presentations regarding MWMC partnership, services and outcomes delivered jointly	Three presentations delivered by staff	Three presentations delivered by staff	Two presentations delivered by staff
Leverage inter-organizational and community partnerships to advance MWMC objectives	Enrolled new shade credits sites via Pure Water Partners (PWP); collaborated with Urban Waters Partnership (UWP) on biochar stormwater treatment	Continued enrollment and establishment of MWMC shade credit sites with PWP; advanced MWMC interests in UWP program sustainability efforts	Identify MWMC One Water partnership priorities via Comprehensive Facilities Planning efforts.

Outcome 4: Maximize reliability and useful life of regional assets and infrastructure.

Indicators:	Performance:		
	FY 23-24 Actual	FY 24-25 Estimated Actual	FY 25-26 Target
Preventive maintenance completed on time (best practices benchmark is 90%)	95% (Completed 8,480 PMs)	97%	90%
Preventive maintenance to corrective maintenance ratio (benchmark 4:1-6:1)	5.4:1 (Completed 8,109 PMs: 1,498 CMs)	4.7:1	5:1
Emergency maintenance required (best practices benchmark is less than 2% of labor hours)	2.1% (Completed 629 hours of 30,254 hrs)	0.3%	< 2%
Asset management (AM) processes and practices review and development	Inventoried assets not captured in Maximo, e.g., pipe, roadways, fences	Re-evaluate replacement value of assets previously under \$10,000	Coordinate repair/replacement work with Facility Plan
MWMC Resiliency Plan	Installed emergency supplies storage containers	Design seismic improvements on select infrastructure	Construct seismic improvements on select infrastructure

Outcome 5: *Achieve and maintain public awareness and understanding of MWMC, the regional wastewater system, and MWMC's objectives of maintaining water quality and a sustainable environment.*

Indicators:	Performance:		
	FY 23-24 Actual	FY 24-25 Estimated Actual	FY 25-26 Target
Communications Plan	Updated 2021 Plan as needed based on market trends	Update 2021 Plan as needed based on digital advertising campaign results & market trends	Implement 2025 Plan that fully includes approved Phase 2 Comms strategies & tactics
Promote MWMC's social media channels & website	Grew Facebook followers to 1,400, X (Twitter) to 200, and Instagram to 1,000; website visitors to 10,000 with 14,000 pageviews	Continue strategies to grow Facebook/Meta followers to 1,500, "X" to 225, and Instagram to 1200; website visitors to 11,000 with 15,000 pageviews	Implement strategies to grow Facebook/Meta followers to 1,600, "X" to 250, and Instagram to 1,400; website visitors to 12,000 with 16,000 pageviews
Create and distribute MWMC e-newsletters	Distributed monthly; increased distribution to 700 subscribers with an open rate of 40.5% and a click-through rate of 2.25%	Distribute monthly; increase distribution to 750 subscribers with an open rate of 45% and a click-through rate of 4%	Distribute monthly; increase distribution to 800 subscribers with an open rate of 47% and a click-through rate of 6%
Pollution Prevention Campaigns & Sponsorships	Completed 2 campaigns, 5 sponsorships, reaching 40% of residents in the service area	Complete 2 campaigns, 5 sponsorships, reaching +40% of residents in the service area	Complete 2 campaigns, 5 sponsorships, reaching +50% of residents in the service area
Clean Water University	Reached >25% of 5 th Graders in the service area	Reach >35% of 5 th Graders in the service area	Reach >40% of 5 th Graders in the service area

Roles and Responsibilities

In order to effectively oversee and manage the RWP, the partner agencies provide all staffing and services to the MWMC. The following sections describe the roles and responsibilities of each of the partner agencies, and how intergovernmental coordination occurs on behalf of the Commission.

City of Eugene

The City of Eugene supports the RWP through representation on the MWMC, provision of operation and maintenance services, and active participation on interagency project teams and committees. Three of the seven MWMC members represent Eugene – two citizens and one City Councilor. Pursuant to the Intergovernmental Agreement (IGA), the Eugene Wastewater Division operates and maintains the Regional Water Pollution Control Facility (WPCF), the Biosolids Management Facility (BMF) and associated residuals and reclaimed water activities, along with regional wastewater pumping stations and transmission sewers. In support of the RWP, the Division also provides technical services for wastewater treatment; management of equipment replacement and infrastructure rehabilitation; biosolids treatment and recycling; industrial source control (in conjunction with Springfield staff); and regional laboratory services for wastewater and water quality analyses. These services are provided under contract with the MWMC through the regional funding of 81.68 full-time equivalent (FTE) employees.

City of Springfield

The City of Springfield supports the RWP through representation on the MWMC, provision of MWMC administration services, and active coordination of and participation on interagency project teams and committees. Two MWMC members represent Springfield – one citizen and one City Councilor. Pursuant to the IGA, the Springfield Development and Public Works Department, provides staff to serve as the MWMC Executive Officer / General Manager, respectively. The Environmental Services Division and Finance Department staff provide ongoing staff support to the Commission and administration of the RWP in the following areas: legal and risk management services; financial management and accounting; coordination and management of public policy; regulatory and permit compliance issues; coordination between the Commission and the governing bodies; long-range capital project planning, design, and construction management; coordination of public information, education, and citizen involvement programs; and coordination and development of regional budgets, rate proposals, and revenue projections. Springfield staff also provides local implementation of the Industrial Pretreatment Program, as well as billing coordination and customer service. These services are provided under contract with the MWMC through the regional funding of 16.90 FTE of Development and Public Works Department staff and 0.88 FTE of Finance Department staff, and 0.03 FTE of City Manager's Office for a total 17.81 FTE.

Lane County

Lane County supports the RWP through representation on the MWMC, including two MWMC members that represent Lane County – one citizen and one County Commissioner. Lane County's partnership initially included providing support to manage the proceeds and repayment of the RWP general obligation bonds to finance the local share of the RWP facilities construction. These bonds were paid in full in 2002. The County, while not presently providing sewerage, has the authority under its charter to do so. The Urban Growth Boundary includes the two Cities (urban lands) and certain unincorporated areas surrounding the Cities which lies entirely within the County. Federal funding policy requires sewage treatment and disposal within the Urban Growth Boundary to be provided on a unified, metropolitan basis.

Interagency Coordination

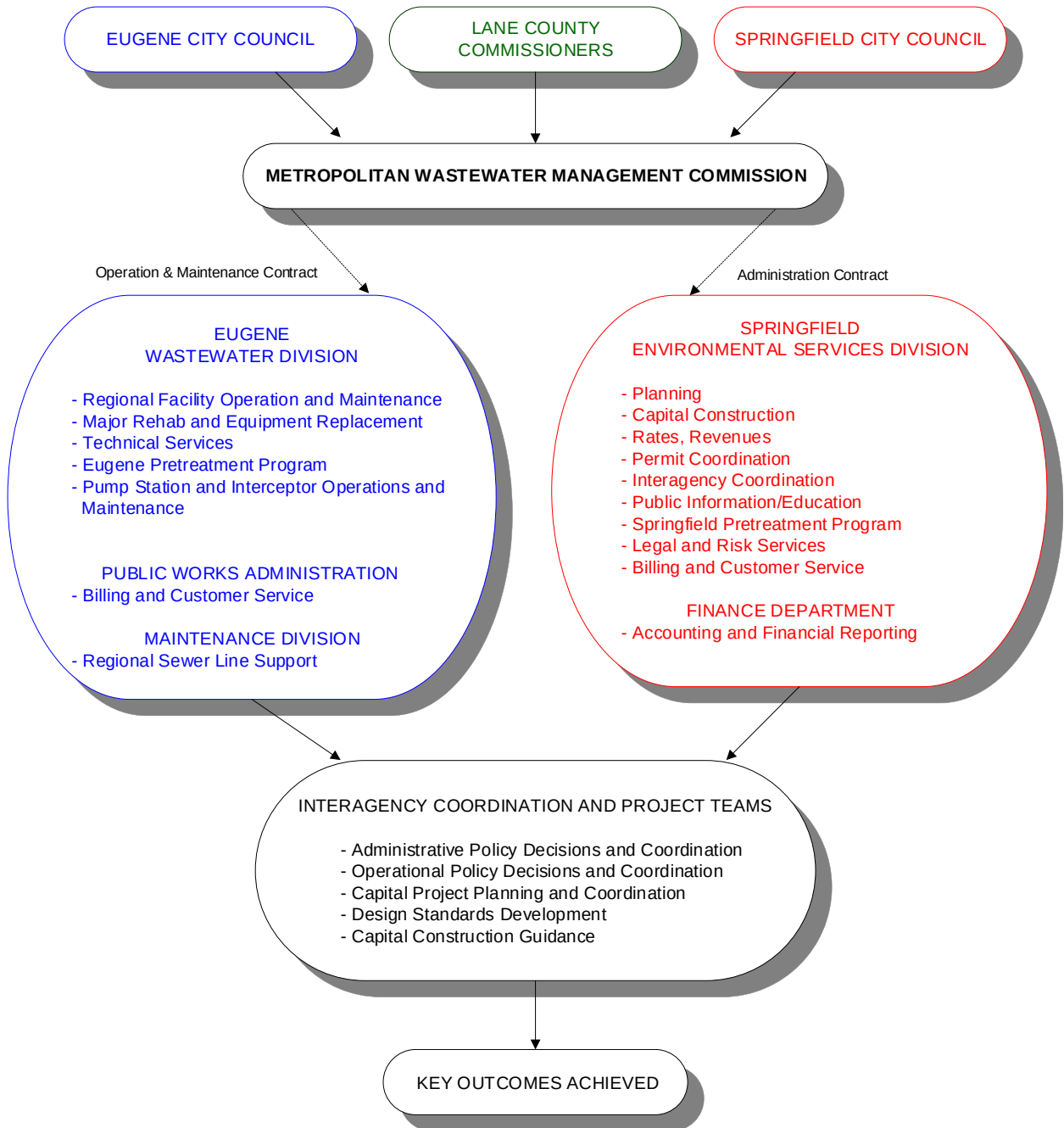
The effectiveness of the MWMC and the RWP depends on extensive coordination, especially between Springfield and Eugene staff, who provide ongoing program support. This coordination occurs in several ways. The Springfield MWMC Executive Officer / MWMC General Manager, together with the Eugene Wastewater Division Director coordinate regularly to ensure adequate communication and consistent implementation of policies and practices as appropriate. The Eugene and Springfield Industrial Pretreatment Program supervisors and staff meet regularly to ensure consistent implementation of the Model Industrial Pretreatment Ordinance. In addition, interagency project teams provide input on and coordination of ongoing MWMC administration issues and ad hoc project needs.

Exhibit 1 on the following page reflects the interagency coordination structure supporting the RWP. Special project teams are typically formed to manage large projects such as design and construction of new facilities. These interagency staff teams are formulated to provide appropriate expertise, operational knowledge, project management, and intergovernmental representation.

Relationship to Eugene and Springfield Local Sewer Programs

The RWP addresses only part of the overall wastewater collection and treatment facilities that serve the Eugene-Springfield metropolitan area. The Cities of Eugene and Springfield both maintain sewer programs that provide for construction and maintenance of local collection systems and pump stations, which discharge to the regional system. Sewer user fees collected by the two Cities include both local and RWP rate components.

EXHIBIT 1
REGIONAL WASTEWATER PROGRAM
INTERAGENCY COORDINATION STRUCTURE



BUDGET SUMMARY

REGIONAL WASTEWATER PROGRAM FY 25-26 BUDGET

The MWMC's RWP Operating Budget provides the Commission and governing bodies with an integrated view of the RWP elements. Exhibit 2 provides a summary of the overall Operating Budget. Separate Springfield and Eugene agency budgets and staffing also are presented within this budget document. Major program areas supported by Springfield and Eugene are described in the pages that follow and are summarized in Exhibit 3 on page 16. Finally, Exhibit 4 on page 17 combines revenues, expenditures, and reserves to illustrate how funding for all aspects of the RWP is provided. It should also be noted that the "Amended Budget FY 24-25" column in all budget tables represents the updated FY 24-25 RWP budget as of February 8, 2025, which reconciled actual beginning balances at July 1, 2024, and approved budget transfers and supplemental requests.

EXHIBIT 2

REGIONAL OPERATING BUDGET SUMMARY INCLUDING RESERVE CONTRIBUTIONS

	ADOPTED BUDGET FY 24-25	AMENDED BUDGET FY 24-25	ADOPTED BUDGET FY 25-26	CHANGE (1) INCR/(DECR)	
Full-Time Equivalent Staffing Level	102.47	102.47	103.27	0.80	0.8%
Personnel Services (2)	\$14,184,656	\$14,184,656	\$15,267,616	\$1,082,960	7.6%
Materials & Services (2)	10,146,696	10,646,696	12,130,709	1,984,013	19.6%
Capital Outlay (2, 3)	1,105,000	1,597,000	201,000	(904,000)	-81.8%
Equip Replacement Contributions (4)	2,100,000	2,100,000	1,350,000	(750,000)	-35.7%
Capital Contributions (5)	13,000,000	13,000,000	13,000,000	-	0.0%
Debt Service (6)	4,107,750	4,107,750	4,104,250	(3,500)	-0.1%
Working Capital Reserve (7)	900,000	900,000	900,000	-	0%
Rate Stability Reserve (8)	2,000,000	2,000,000	2,000,000	-	0%
Insurance Reserve (9)	1,500,000	1,500,000	1,500,000	-	0%
Operating Reserve (10)	4,257,149	4,805,503	5,302,501	1,045,352	24.6%
Bond Rate Stabilization Reserve (11)	2,000,000	2,000,000	2,000,000	-	0%
SRF Loan Reserve (12)	50,000	50,000	50,000	-	0%
Budget Summary	\$55,351,251	\$56,891,605	\$57,806,076	\$2,454,825	4.4%

Notes:

1. The Change column and Percent Change column compares the Proposed FY 25-26 Budget with the originally Adopted FY 24-25 Budget column.
2. Personnel Services, Materials and Services, and Capital Outlay budget amounts represent combined Springfield and Eugene Operating Budgets that support the RWP.
3. Capital Outlay does not include CIP, Equipment Replacement, Major Capital Outlay, or Major Rehabilitation, which are capital programs.

4. The Equipment Replacement Contribution is a budgeted transfer of operating revenues to reserves for scheduled future equipment replacement, including all fleet equipment and other equipment, with an original cost over \$10,000, and with a useful life expectancy greater than one year. See table on page 23 for year-end balance.
5. The Capital Reserve Contribution is a budgeted transfer of operating revenues to reserves. Capital is passed through the Springfield Administration Budget. See table on page 24 for year-end balance.
6. The Debt Service line item is the sum of annual interest and principal payments on the Revenue Bonds and Clean Water State Revolving Fund (SRF) loans made from the Operating Budget (derived from user rates). The total amount of Debt Service budgeted in FY 25-26 is \$4,104,250.
7. The Working Capital Reserve acts as a revolving account which is drawn down and replenished on a monthly basis to fund Eugene's and Springfield's cash flow needs.
8. The Rate Stability Reserve is used to set aside revenues available at year-end after the budgeted Operating Reserve target is met. Internal policy has established a level of \$2 million for the Rate Stability Reserve. See Exhibit 5 on page 22 for year-end balance.
9. The Insurance Reserve was established to set aside funds to cover the insurance deductible amount for property and liability insurance coverage, for losses per occurrence. The Insurance Reserve is set at \$1.5 million.
10. The Operating Reserve is used to account for the accumulated operating revenues net of operations expenditures. The Commission's adopted policy provides minimum guidelines to establish the Operating Reserve balance at approximately two months operating expenses of the adopted Operating Budget. The Operating Reserve provides for contingency funds in the event that unanticipated expenses or revenue shortfalls occur during the budget year.
11. The Bond Rate Stabilization Reserve contains funds to be used at any point in the future when net revenues are insufficient to meet the bond covenant coverage requirements. The Commission shall maintain the Bond Rate Stabilization Reserve account as long as bonds are outstanding. This reserve is set at \$2 million.
12. The Clean Water SRF loan reserve is budgeted as required per loan agreements.

EXHIBIT 3

REGIONAL WASTEWATER PROGRAM OPERATING BUDGET
LINE ITEM SUMMARY BY PROGRAM AREA

<u>SPRINGFIELD</u>	ACTUALS	ADOPTED	AMENDED	ADOPTED	CHANGE	
<u>MWMC ADMINISTRATION</u>	FY 23-24	FY 24-25	FY 24-25	FY 25-26	INCR/(DECR)	
Personnel Services	\$1,931,120	\$2,259,365	\$2,259,365	\$2,462,616	\$203,251	9.0%
Materials & Services	2,445,968	2,770,783	2,829,980	3,025,098	254,315	9.2%
Capital Outlay	65,612.96	-	79,000	81,000	81,000	N/A
TOTAL	\$4,442,700	\$5,030,147	\$5,168,344	\$5,568,714	\$538,566	9.1%
INDUSTRIAL PRETREATMENT						
Personnel Services	\$392,575	\$437,770	\$437,771	\$501,535	\$63,765	14.6%
Materials & Services	282,600	163,562	163,562	216,410	52,848	32.3%
Capital Outlay	-	-	50,000	-	-	N/A
TOTAL	\$675,175	\$601,332	\$651,333	\$717,945	\$116,613	19.4%
ACCOUNTING						
Personnel Services	\$134,149	\$144,185	\$144,185	\$153,830	\$9,645	6.7%
Materials & Services	36,721	48,996	48,996	55,209	6,213	12.7%
Capital Outlay	-	-	-	-	-	N/A
TOTAL	\$170,869	\$193,181	\$193,181	\$209,039	\$15,858	8.2%
TOTAL SPRINGFIELD						
Personnel Services	\$2,457,843	\$2,841,320	\$2,841,321	\$3,117,981	\$276,661	9.7%
Materials & Services	2,765,289	2,983,341	3,042,538	3,215,717	232,285	7.8%
Capital Outlay	65,612.96	-	129,000	81,000	81,000	N/A
TOTAL	\$5,288,745	\$5,824,661	\$6,012,859	\$6,414,698	\$589,946	8.7%
<u>EUGENE</u>						
ADMINISTRATIVE SERVICES						
Personnel Services	\$1,363,162	\$2,731,560	\$2,731,560	\$2,925,710	\$194,150	7.1%
Materials & Services	481,433	978,160	1,032,780	1,169,578	191,418	19.6%
Capital Outlay	-	-	-	-	-	N/A
TOTAL	\$1,844,595	\$3,709,720	\$3,764,340	\$4,095,288	\$385,568	10.4%
ADMIN CHARGES - EWEB						
Personnel Services	\$0	\$0	\$0	\$0	0	NA
Materials & Services	886,909	791,330	835,520	946,180	154,850	19.6%
Capital Outlay	0	0	0	0	0	N/A
TOTAL	\$886,909	\$791,330	\$835,520	\$946,180	\$154,850	19.6%
BIOSOLIDS MANAGEMENT						
Personnel Services	\$1,867,353	\$1,543,151	\$1,543,151	\$1,652,841	\$109,690	7.1%
Materials & Services	1,326,739	959,123	1,012,683	1,496,803	537,680	56.1%
Capital Outlay	0	0	0	0	-	N/A
TOTAL	\$3,194,092	\$2,502,274	\$2,555,834	\$3,149,644	\$647,370	25.9%
INDUSTRIAL SOURCE CONTROL						
Personnel Services	\$665,904	\$728,992	\$728,992	\$780,812	\$51,820	7.1%
Materials & Services	125,104	217,572	229,722	260,152	42,580	19.6%
Capital Outlay	0	0	0	0	-	N/A
TOTAL	\$791,008	\$946,564	\$958,714	\$1,040,964	\$94,400	10.0%
TREATMENT PLANT						
Personnel Services	\$6,395,301	\$5,679,660	\$5,679,660	\$6,083,379	\$403,719	7.1%
Materials & Services	5,041,679	3,803,013	4,015,373	4,547,193	744,180	19.6%
Capital Outlay	223,084	1,105,000	1,512,000	120,000	(985,000)	N/A
TOTAL	\$11,660,064	\$10,587,673	\$11,207,033	\$10,750,572	\$162,899	1.5%
REGIONAL PUMP STATIONS						
Personnel Services	\$382,797	\$308,886	\$308,886	\$330,846	\$21,960	7.1%
Materials & Services	443,714	316,507	334,177	378,437	61,930	19.6%
Capital Outlay	0	0	0	0	-	N/A
TOTAL	\$826,511	\$625,393	\$643,063	\$709,283	\$83,890	13.4%
BENEFICIAL REUSE SITE						
Personnel Services	\$379,513	\$351,087	\$351,087	\$376,047	\$24,960	7.1%
Materials & Services	129,768	97,559	103,009	116,649	19,090	19.6%
Capital Outlay	0	0	0	0	-	N/A
TOTAL	\$509,281	\$448,646	\$454,096	\$492,696	\$44,050	9.8%
TOTAL EUGENE						
Personnel Services	\$11,054,030	\$11,343,336	\$11,343,336	\$12,149,635	\$806,299	7.1%
Materials & Services	8,435,346	7,163,264	7,563,264	8,914,992	1,751,728	24.5%
Capital Outlay	223,084	1,105,000	1,512,000	120,000	(985,000)	N/A
TOTAL	\$19,712,460	\$19,611,600	\$20,418,600	\$21,184,627	\$1,573,027	8.0%
TOTAL REGIONAL BUDGET	\$25,001,205	\$25,436,261	\$26,431,459	\$27,599,325	\$2,163,064	8.4%

NOTE: Does not include Major Rehabilitation, Equipment Replacement or Major Capital Outlay

EXHIBIT 4

REGIONAL WASTEWATER PROGRAM
BUDGET SUMMARY AND COMPARISON

	ADOPTED BUDGET FY 24-25	AMENDED BUDGET FY 24-25	ADOPTED BUDGET FY 25-26	CHANGE* INC(DEC)
OPERATING BUDGET				
Administration	\$5,824,661	\$6,012,859	\$6,414,698	\$590,037
Operations	19,611,600	20,418,600	21,184,627	1,573,027
Capital Contribution & Transfers	13,000,000	13,000,000	13,000,000	0
Equipment Replacement - Contribution	2,100,000	2,100,000	1,350,000	(750,000)
Operating & Revenue Bond Reserve	10,707,149	11,255,504	11,752,501	1,045,352
Debt Service	4,107,750	4,107,750	4,104,250	(3,500)
Total Operating Budget	\$55,351,160	\$56,894,713	\$57,806,076	\$2,454,916
<u>Funding:</u>				
Beginning Balance	\$11,089,438	\$12,632,990	\$11,197,488	108,050
User Fees & Septage	41,348,000	41,348,000	43,398,656	2,050,656
Other	2,913,722	2,913,722	3,209,932	296,210
Total Operating Budget Funding	\$55,351,160	\$56,894,713	\$57,806,076	\$2,454,916
CAPITAL PROGRAM BUDGET				
Comprehensive Facilities Plan Update	1,450,000	1,854,048	300,000	(1,150,000)
Facility Plan Engineering Services	500,000	500,000	300,000	(200,000)
Partial Facility Plan Update	-	-	-	NA
Glenwood Pump Station Upgrade	1,700,000	1,743,034	1,700,000	0
Aeration System Upgrades (2023 to 2026)	3,200,000	3,058,342	35,300,000	32,100,000
Administration Building Improvements	22,200,000	25,513,512	16,800,000	(5,400,000)
Electrical Switchgear & Transformer Replacement	16,600,000	19,152,231	14,900,000	(1,700,000)
Water Quality Trading Program	11,470,000	11,343,109	9,300,000	(2,170,000)
Class A Disinfection Facilities	8,100,000	8,299,364	8,800,000	700,000
Waste Activated Sludge Thickening	1,500,000	1,500,000	6,250,000	4,750,000
Repair Clarifiers & Final Treatment	1,500,000	1,500,000	3,500,000	2,000,000
WPCF Stormwater Infrastructure	520,000	600,000	540,000	20,000
Resiliency Follow-Up	300,000	528,080	500,000	200,000
Recycled Water Demonstration Projects	80,000	73,752	235,000	155,000
Owosso Bridge Seismic Upgrades	-	-	-	NA
Tertiary Filtration - Phase 2	-	-	-	NA
<i>To Be Determined in 2026</i>	-	-	-	NA
<u>Asset Management:</u>				
Equipment Replacement Purchases	1,415,000	3,936,210	1,225,000	(190,000)
Major Rehab	1,820,000	2,868,741	1,030,000	(790,000)
Major Capital Outlay	900,000	1,047,859	-	NA
Total Capital Projects	\$73,255,000	\$83,518,282	\$ 100,680,000	\$27,425,000
<u>Funding:</u>				
Equipment Replacement	\$1,415,000	\$3,936,210	\$1,225,000	(190,000)
SDC Improvement Reserve	9,096,280	9,991,370	6,530,135	(2,566,145)
Capital Reserve	\$62,743,720	\$69,590,702	92,924,865	30,181,145
Total Capital Projects Funding	\$73,255,000	\$83,518,282	\$ 100,680,000	\$27,425,000

Note: * The Change compares the proposed FY 25-26 budget to the originally adopted FY 24-25 budget column.

BUDGET AND RATE HISTORY

The graphs on page 19 show the regional residential wastewater service costs over a 5-year period, and a 5-year Regional Operating Budget Comparison. Because the Equipment Replacement, Major Infrastructure Rehabilitation and Major Capital Outlay programs are managed in the Eugene Operating Budget, based on the size, type and budget amount of the project these programs are incorporated into either the 5-year Regional Operating Budget Comparison graph or the 5-Year Capital Programs graph on page 20. The Regional Wastewater Capital Improvement Programs graph on page 20 shows the expenditures over the recent five years in the MWMC's Capital Program and including Asset Management projects. A list of capital projects is located in Exhibit 13 on page 50.

As shown on the Regional Residential Sewer Rate graph on page 19, regional sewer user charges have incrementally increased to meet the revenue requirements necessary to fund facility improvements as identified in the 2004 MWMC Facilities Plan. This Plan and the subsequent 2014 Partial Facilities Plan Update demonstrated the need for a significant capital investment in new and expanded facilities to meet environmental performance requirements and capacity to serve the community.

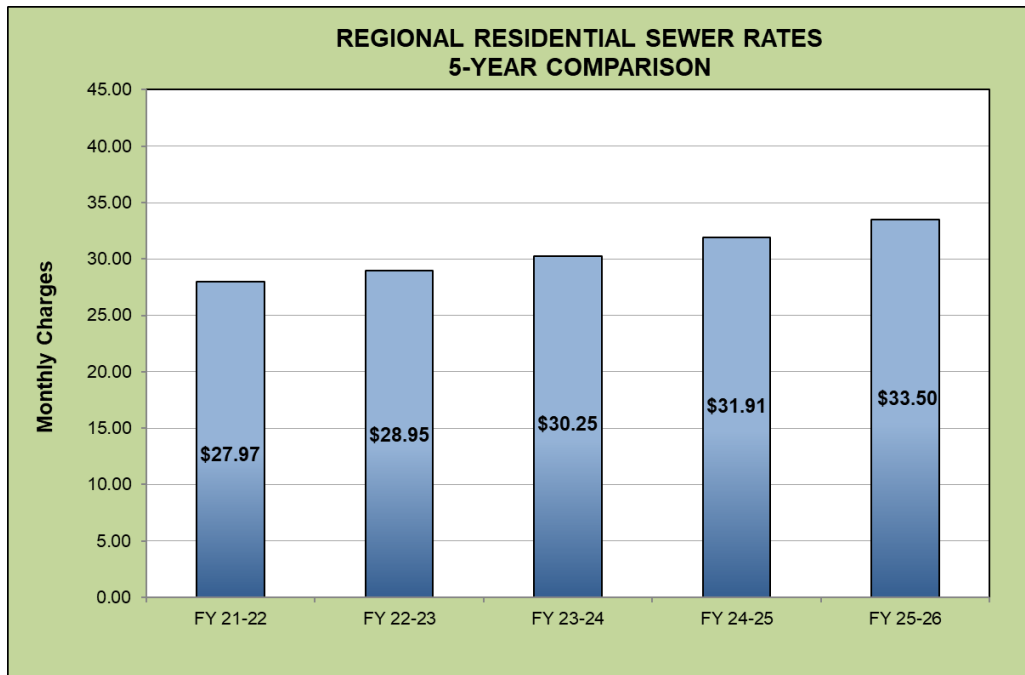
On November 1, 2022, the Department of Environmental Quality (DEQ) issued a National Pollutant Discharge Elimination System Permit (NPDES). Although a portion of these capital improvements can be funded through system development charges (SDCs), much of the funding for capital improvements over the approximately 5-year period will come from user charges. This has become a major driver of the MWMC's need to increase sewer user rates, moderately and incremental on an annual basis.

The National Association of Clean Water Agency (NACWA) publishes an annual Cost of Clean Water Index, which indicates the national average charges for wastewater services. The index includes average wastewater charges by Environmental Protection Agency (EPA) regions. Of the EPA regions, Region 10, which includes Oregon, Washington and Idaho, reflects the second highest wastewater expenses nationwide, based on demographics, geography, regulatory requirements, and a range of other issues. Within Region 10, the annual change in the cost of clean water index reflected a 4.4% average increase over the past 3 years.

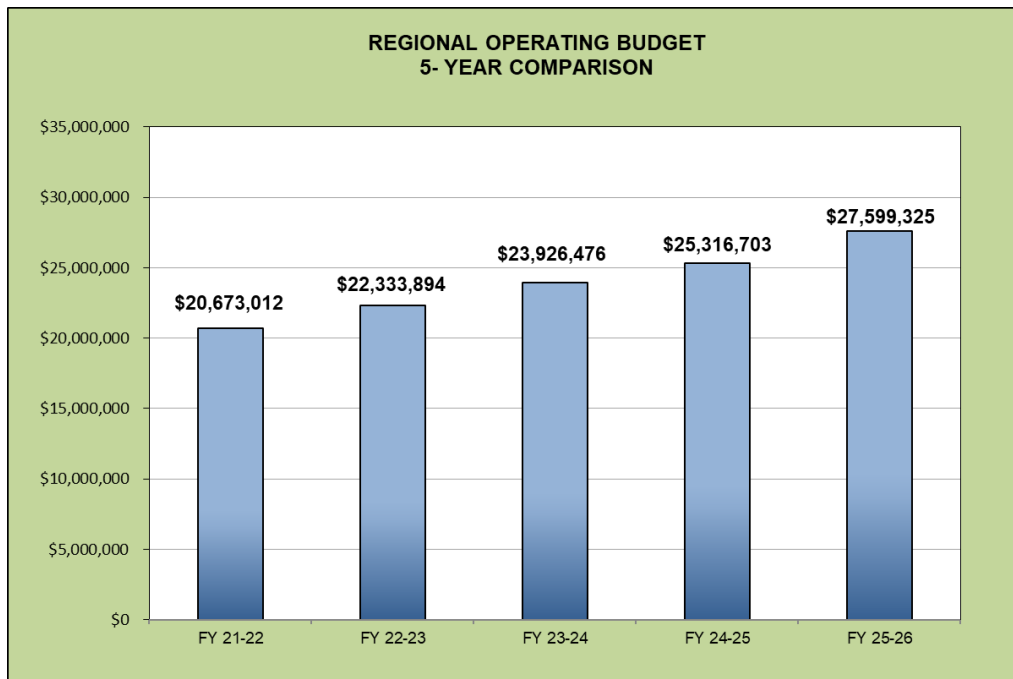
In FY 24-25 the MWMC regional user rates increased by 5.5% over the prior year rates. The FY 25-26 Budget is based on a 5.0% user rate increase over the FY 24-25 rates. This increase will provide for Operations, Administration, Capital programs, reserves and debt service, continuing to meet capital and operating requirements and supporting the Commission's Financial Plan policies, as well as financially positioning for future investments in capital assets.

The following chart displays the regional component of a residential monthly bill when applying the base and flow rates to 5,000 gallons of wastewater treated, which includes a 5.0% or about \$1.60 increase effective July 1, 2025

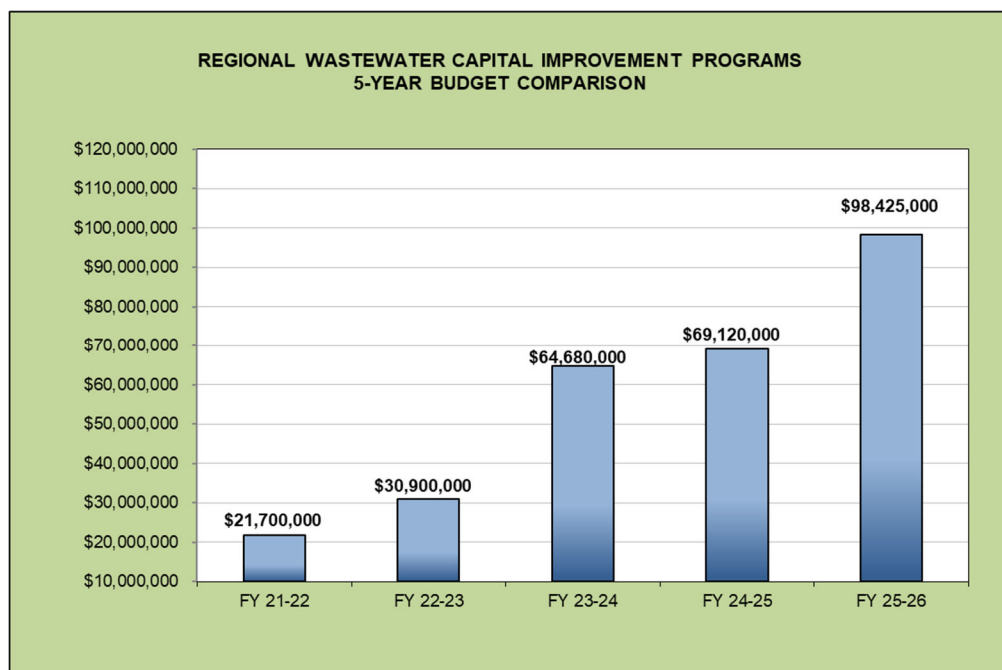
The graph below displays the regional component of a residential monthly bill, when applied to 5,000 gallons of wastewater treated for the recent 5-year period.



The graph below displays the Regional Operating Budget amounts for the recent 5-year period.



The graph below displays the Regional Wastewater Capital Improvement Program Budget amounts for the recent 5-year period.



RESERVE FUNDS

REGIONAL WASTEWATER PROGRAM RESERVES

The RWP maintains reserve funds for the dedicated purpose to sustain stable rates while fully funding operating and capital needs. Commission policies and guidance, which direct the amount of reserves appropriated on an annual basis, are found in the MWMC Financial Plan. Further details on the FY 25-26 reserves are provided below.

OPERATING RESERVES

The MWMC Operating Budget includes six separate reserves: the Working Capital Reserve, Rate Stability Reserve, Rate Stabilization Reserve, State Revolving Fund (SRF) Reserve, Insurance Reserve and the Operating Reserve. Revenues are appropriated across the reserves in accordance with Commission policy and expenditure needs. Each reserve is explained in detail below.

WORKING CAPITAL RESERVE

The Working Capital Reserve acts as a revolving account that is drawn down and replenished on a monthly basis to provide funds for payment of Springfield Administration and Eugene Operations costs prior to the receipt of user fees from the Springfield Utility Board and Eugene Water and Electric Board. The Working Capital Reserve is set at \$900,000 for FY 25-26, \$200,000 of which is dedicated to Administration and \$700,000 is dedicated to Operations.

RATE STABILITY RESERVE

The Rate Stability Reserve was established to implement the Commission's objective of maintaining stable rates. It is intended to hold revenues in excess of the current year's operating and capital requirements for use in future years, in order to avoid potential rate spikes. The amount budgeted on an annual basis has been set at \$2 million, with any additional net revenues being transferred to the capital reserve for future projects.

BOND RATE STABILIZATION RESERVE

The Bond Rate Stabilization Reserve contains funds to be used at any point in the future when net revenues are insufficient to meet the bond covenant coverage requirement. The Commission shall maintain the Bond Rate Stabilization account as long as bonds are outstanding. In FY 25-26 no additional contribution to this reserve is budgeted and the balance at June 30, 2025, will remain at \$2 million.

CLEAN WATER STATE REVOLVING FUND (SRF) RESERVE

The Clean Water SRF Reserve was established to meet revenue coverage requirements for SRF loans. The SRF Reserve is set at \$50,000 for FY 25-26.

INSURANCE RESERVE

The Insurance Reserve was established to set aside funds to cover the insurance deductible amount for property and liability insurance coverage, for losses per occurrence. The Insurance Reserve is set at \$1.5 million for FY 25-26.

OPERATING RESERVE

The Operating Reserve is used to account for accumulated operating revenues net of operating expenditures (including other reserves). The Commission's adopted policy provides guidelines to establish the Operating Reserve at a minimum target of two months expenses. For FY 25-26, the Operating Reserve is budgeted at \$5,302,501, which includes approximately two months of total Personnel Services, Materials and Services, and Capital Outlay in accordance with Commission policy.

EXHIBIT 5

OPERATING FUND	ADOPTED BUDGET FY 24-25	AMENDED BUDGET FY 24-25	ADOPTED BUDGET FY 25-26
<i>Revenues:</i>			
Beginning Balance	\$11,089,438	\$12,632,990	\$11,197,488
User Fee Revenue	40,620,000	40,620,000	42,651,000
Septage Revenue	728,000	728,000	747,656
Other Revenue	1,136,000	1,136,000	1,248,773
Interest	300,000	300,000	330,000
RNG & RINS Credits Revenue	1,450,000	1,450,000	1,604,501
Transfer from Reimbursement SDCs	27,722	27,722	26,658
Transfer from Bond Capital Fund	0	0	0
<i>Expenses:</i>			
Personnel Services	(14,184,656)	(14,184,657)	(15,267,616)
Materials & Services	(10,146,605)	(10,734,802)	(12,130,709)
Capital Outlay	(1,105,000)	(1,512,000)	(201,000)
Interfund Transfers	(15,100,000)	(15,100,000)	(14,350,000)
Debt Service - SRF Loan	(102,750)	(102,750)	(102,250)
Bond Sale Costs	0	0	0
Debt Service - 2016 Revenue Bond	(4,005,000)	(4,005,000)	(4,002,000)
Working Capital	(900,000)	(900,000)	(900,000)
Insurance Reserve	(1,500,000)	(1,500,000)	(1,500,000)
SRF Loan Reserve	(50,000)	(50,000)	(50,000)
Rate Stability Reserve	(2,000,000)	(2,000,000)	(2,000,000)
Bond Rate Stabilization Reserve	(2,000,000)	(2,000,000)	(2,000,000)
Operating Reserve	(\$4,257,149)	(\$4,805,503)	(\$5,302,501)

CAPITAL RESERVES

The MWMC Capital Budget includes four reserves: the Equipment Replacement Reserve, SDC Reimbursement Reserves, SDC Improvement Reserves, and the Capital Reserve. These reserves accumulate revenue to help fund capital projects including equipment replacement and major rehabilitation. They are funded by annual contributions from user rates, SDCs, and loans. Each reserve is explained in detail below.

EQUIPMENT REPLACEMENT RESERVE

The Equipment Replacement Reserve accumulates replacement funding for three types of equipment: 1) major/stationary equipment items valued over \$10,000 with life expectancy greater than one year; 2) fleet vehicles maintained by the Eugene Wastewater Division; and 3) computer servers that serve the Eugene Wastewater Division. Contributions to the Equipment Replacement Reserve in the FY 25-26 budget total \$1,350,000, additional budget details are provided below.

The Equipment Replacement Reserve is intended to accumulate funds necessary to provide for the timely replacement or rehabilitation of equipment, and may also be borrowed against to provide short-term financing of capital improvements. An annual analysis is performed on the Equipment Replacement Reserve. Estimates used in the analysis include replacement costs, interest earnings, inflation rates and useful lives for the equipment.

	ADOPTED BUDGET FY 24-25	AMENDED BUDGET FY 24-25	ADOPTED BUDGET FY 25-26
EQUIPMENT REPLACEMENT RESERVE			
Beginning Balance	12,880,662	14,620,684	14,695,938
Annual Equipment Contribution	2,100,000	2,100,000	1,350,000
Interest	271,904	271,904	601,085
Equipment Purchases	(1,415,000)	(3,936,210)	(1,225,000)
Equipment Replacement Reserve	\$13,837,566	\$13,056,378	\$15,422,023

SYSTEM DEVELOPMENT CHARGE (SDC) RESERVES

SDCs are required as part of the MWMC IGA. They are connection fees charged to new users to recover the costs related to system capacity, and are limited to funding Capital Programs. The purpose of the SDC Reserves is to collect and account for SDC revenues separately from other revenue sources, in accordance with Oregon statutes. The Commission's SDC structure includes a combination of "Reimbursement" and "Improvement" fee components. Estimated SDC revenues for FY 25-26 are approximately \$2,770,000. The projected beginning SDC Reserve balance on July 1, 2025 is \$15,851,800.

	ADOPTED BUDGET FY 24-25	AMENDED BUDGET FY 24-25	ADOPTED BUDGET FY 25-26
REIMBURSEMENT SDC RESERVE			
Beginning Balance	\$2,437,714	\$2,605,243	\$2,942,064
Reimbursement SDCs Collected	270,000	270,000	270,000
Interest	52,300	52,300	121,727
SDC Compliance Charge	8,000	8,000	7,000
Transfer to Fund 612	(27,722)	(27,722)	(26,658)
Materials & Services	(4,000)	(4,000)	(4,000)
Reimbursement SDC Reserve	\$2,736,292	\$2,903,821	\$3,310,133

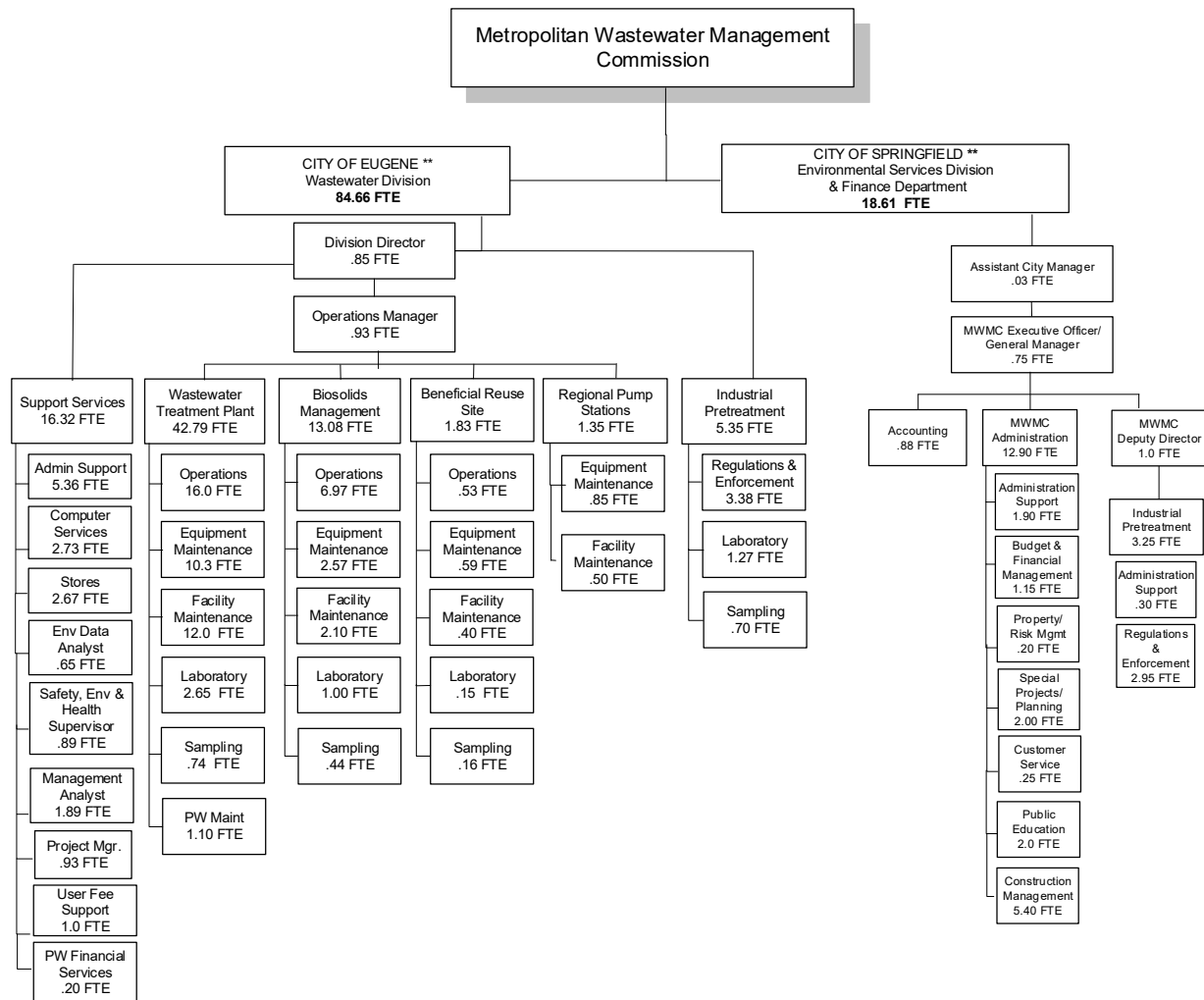
	ADOPTED BUDGET FY 24-25	AMENDED BUDGET FY 24-25	ADOPTED BUDGET FY 25-26
IMPROVEMENT SDC RESERVE			
Beginning Balance	\$11,269,198	\$12,910,445	\$12,909,736
Improvement SDCs Collected	2,500,000	2,500,000	2,500,000
Interest	177,662	177,662	432,527
Materials & Services	(10,000)	(10,000)	(10,000)
Funding for Capital Improvement Projects	(9,096,280)	(9,991,370)	(6,530,135)
Improvement SDC Reserve	\$4,840,580	\$5,586,737	\$9,302,128

CAPITAL RESERVE

The Capital Reserve accumulates funds transferred from the Operating Reserve for the purpose of funding the CIP, Major Capital Outlay and Major Rehabilitation Program costs. The intent is to collect sufficient funds over time to construct a portion of planned capital projects with cash in an appropriate balance with projects that are funded with debt financing. The FY 25-26 Budget includes a contribution from the Operating Reserve of \$13,000,000. The beginning balance on July 1, 2025, is projected to be \$81,369,780. Additional budget detail on the CIP, Major Capital Outlay and Major Rehabilitation Program reserves is provided below.

	ADOPTED BUDGET FY 24-25	AMENDED BUDGET FY 24-25	ADOPTED BUDGET FY 25-26
CAPITAL RESERVES			
Beginning Balance	\$74,407,785	\$83,378,083	\$81,369,780
Transfer from Operating Reserve	13,000,000	13,000,000	13,000,000
Interest	998,134	998,134	1,644,661
Other Income	800	800	100
Funding For Capital Improvement Projects	(60,923,720)	(66,721,961)	(91,894,865)
Funding For Major Rehabilitation	(1,820,000)	(2,868,741)	(1,030,000)
Funding For Major Capital Outlay	-	0	-
Capital Reserve	\$25,662,999	\$27,786,315	\$3,089,676

EXHIBIT 6
REGIONAL WASTEWATER PROGRAM*
ORGANIZATION CHART FY 25-26



Notes:

- * Full-Time Equivalent (FTE) figures represent portions of Eugene and Springfield staff funded by regional wastewater funds.
- ** The chart represents groups of staff dedicated to program areas rather than specific positions.

EXHIBIT 7REGIONAL WASTEWATER PROGRAM
POSITION SUMMARY

CLASSIFICATION	ADOPTED	AMENDED	ADOPTED	FTE
	BUDGET	BUDGET	BUDGET	
	FY 24-25	FY 24-25	FY 25-26	CHANGE
SPRINGFIELD ENVIRONMENTAL SERVICES & FINANCE				
Accountant	0.80	0.80	0.80	-
Accounting Manager	0.08	0.08	0.08	-
Administrative Specialist	2.70	2.70	2.70	
Assistant City Manager	0.03	0.03	0.03	-
Civil Engineer	2.00	2.00	2.00	
Design & Construction Coordinator	1.00	1.00	1.00	-
Deputy Division Director	0.80	0.80	0.80	-
Environmental Analyst	1.00	1.00	1.00	-
Environmental Management Analyst	0.90	0.90	0.90	-
Environmental Services Program Manager	0.80	0.80	0.80	-
Environmental Services Supervisor	1.95	1.95	1.95	-
Environmental Services Technician	2.00	2.00	2.00	-
ESD Division Director/MWMC Executive Officer	0.80	0.80	0.80	-
Management Analyst	0.75	0.75	0.75	-
MWMC Managing Engineer	1.00	1.00	1.00	-
Public Information & Education Analyst	2.00	2.00	2.00	-
TOTAL SPRINGFIELD	18.61	18.61	18.61	-

EXHIBIT 7 (Continued)REGIONAL WASTEWATER PROGRAM
POSITION SUMMARY

	ADOPTED	AMENDED	ADOPTED	
	BUDGET	BUDGET	ADOPTED	FTE
CLASSIFICATION	FY 24-25	FY 24-25	FY 25-26	CHANGE
EUGENE WASTEWATER DIVISION & OTHER PW				
Administrative Specialist	0.95	0.95	0.95	0.00
Administrative Specialist, Sr	1.78	1.78	1.78	0.00
Application Support Technician, Sr	0.95	0.95	0.95	0.00
Application Systems Analyst 2	1.78	2.28	2.28	0.00
Custodian	2.00	2.00	2.00	0.00
Division Director	0.85	0.85	0.85	0.00
Environmental Compliance Specialist	4.64	4.64	4.64	0.00
Environmental Svs Supervisor (Lab, Sampling, ISC)	1.71	1.71	1.71	0.00
Facilities Project Manager	0.65	0.65	0.65	0.00
Finance & Administrative Manager	0.89	0.89	0.89	0.00
Laboratory Assistant	0.82	0.82	0.82	0.00
Laboratory Specialist	2.47	2.47	2.47	0.00
Laboratory Specialist, Sr	1.72	1.72	1.72	0.00
Maintenance Manager	0.93	0.93	0.93	0.00
Maintenance Mechanic	8.20	8.20	8.20	0.00
Maintenance Supervisor	2.88	2.88	2.88	0.00
Maintenance Worker	13.25	13.25	14.05	0.80
Management Analyst	2.67	2.67	2.67	0.00
Management Analyst, Sr	0.00	1.50	1.50	0.00
Operations Manager	0.93	0.93	0.93	0.00
Operations Supervisor (Plant and Residuals)	2.00	2.00	2.00	0.00
Operator (Plant and Residuals)	20.00	20.00	20.00	0.00
Operator, Process Controls Specialist	1.00	1.00	1.00	0.00
PW Engineering Associate	0.35	0.35	0.35	0.00
PW Heavy Equipment and CDL Trainer	0.00	0.18	0.18	0.00
PW Financial Services Manager	0.20	0.20	0.20	0.00
PW Utility Billing Coordinator	1.00	1.00	1.00	0.00
Supply Specialist	1.78	1.78	1.78	0.00
Systems Electrician	5.28	5.28	5.28	0.00
TOTAL EUGENE	81.68	83.86	84.66	0.80
GRAND TOTAL	100.29	102.47	103.27	0.80

CITY OF SPRINGFIELD REGIONAL WASTEWATER PROGRAM RESPONSIBILITIES

The City of Springfield manages administration services for the RWP under the Intergovernmental Agreement for the Metropolitan Wastewater Management Commission (MWMC). The programs maintained by Springfield to support the RWP are summarized below and are followed by Springfield's regional wastewater budget summaries. Activities, and therefore program budgets, for the MWMC administration vary from year to year depending upon the major construction projects and special initiatives underway. A list of the capital projects Springfield staff will support in FY 25-26 is provided in Exhibit 12 on page 47.

Program Responsibilities

- Administration & Management
- Financial Planning & Management
- Long-Range Capital Project Planning
- Project and Construction Management
- Coordination between the Commission and governing bodies
- Coordination and Management of:
 - Risk Management & Legal Services
 - Public Policy Issues
 - Regulatory and Permit Compliance
- Public Information, Education and Outreach
- Industrial Pretreatment Source Control
- Customer Service

MWMC ADMINISTRATION

The Springfield Environmental Services Division (ESD) and Finance Department provide ongoing support and management services for the MWMC. The ESD Director serves as the MWMC Executive Officer and General Manager. Springfield provides the following administration functions: financial planning management, accounting and financial reporting; risk management and legal services; coordination and management of public policy; coordination and management of regulatory and permit compliance issues; coordination between the Commission and the governing bodies; long-range capital project planning and construction management; coordination of public information, education, and citizen involvement programs; sewer user customer service; and coordination and development of regional budgets, rate proposals, and revenue projections.

INDUSTRIAL PRETREATMENT (SOURCE CONTROL) PROGRAM

The Industrial Pretreatment Program is a regional activity implemented jointly by the Cities of Eugene and Springfield. The Industrial Pretreatment section of the ESD is charged with administering the program for the regulation and oversight of wastewater discharged to the sanitary collection system by industries in Springfield. This section is responsible for ensuring that these wastes do not damage the collection system, interfere with wastewater treatment processes, result in the pass-through of harmful pollutants to treated effluent or biosolids, or threaten worker health or safety.

This responsibility is fulfilled, in part, by the use of a permit system for industrial dischargers. This permit system, common to both Eugene and Springfield, implements necessary limitations on waste characteristics and establishes inspection, monitoring, and reporting requirements for documenting waste quality and quantity controls. The Industrial Pretreatment section is also responsible for locating new industrial discharges in Springfield and evaluating the impact of those discharges on the regional WPCF. The Industrial Pretreatment Program also addresses

the wastewater discharges of some commercial/industrial businesses through the development and implementation of Pollution Management Practices. Pretreatment program staff also coordinates pollution prevention activities in cooperation with the Pollution Prevention Coalition of Lane County.

ACCOUNTING AND FINANCIAL REPORTING

Accounting and financial reporting services for the RWP are provided by the Accounting division in the Springfield Finance Department, in coordination with ESD. Springfield Accounting staff provides oversight of financial control systems, ensures compliance with all local, state and federal accounting requirements for MWMC including debt management and treasury management services. This division also assists ESD with preparation of the MWMC budget, capital financing documents, sewer user rates, and financial policies and procedures.

PROGRAMS AND SIGNIFICANT SERVICE/EXPENDITURE CHANGES

In FY 25-26, the City of Springfield will support the following major regional initiatives in addition to ongoing Commission administration and industrial pretreatment activities:

- Continue public information, education and outreach activities focused on the MWMC's Key Outcomes and Communication Plan objectives to increase awareness of the MWMC's ongoing efforts in maintaining water quality and a sustainable environment.
- Implement Capital Financing strategies necessary to meet current debt obligations, prepare for additional debt financing, and ensure sufficient revenues in accordance with the MWMC Financial Plan.
- Continue implementation of the 2004 MWMC Facilities Plan and 2014 Partial Facilities Plan Update to meet all regulatory requirements and capacity needs. Considering emerging environmental regulations that may impact the operation of the WPCF.
- Protect the Regional Wastewater Program (RWP) interests through participation in Association of Clean Water Agencies activities.
- Coordinate temperature Total Maximum Daily Load (TMDL) compliance through continued development and implementation of the thermal load mitigation strategy, including but not limited to a recycled water program.
- Continue participation with the Association of Clean Water Agencies and the Department of Environmental Quality on regulatory permitting strategies and the development of water quality trading rules.
- Implement resiliency planning to ensure protection of public health and safety following natural disasters such as earthquakes and floods.
- Planning operationally and financially to begin the MWMC's NPDES permit requirements, the DEQ permit was issued on November 1, 2022 and will expire on September 30, 2027.

BUDGET CHANGES FOR FY 25-26

The budget for Springfield Personnel Services, Materials and Services for FY 25-26 totals \$6,414,698 representing an overall increase of \$589,946 or 8.7% from the adopted FY 24-25 budget, as displayed in Exhibit 8 on page 31.

Personnel Services

Personnel Services totaling \$3,117,981 represents a FY 25-26 increase of \$276,661 or 9.7% above the originally adopted FY 24-25 budget. The notable changes are summarized below:

Staffing

The FY 25-26 staffing budget includes a flat number of Full Time Equivalents (FTEs) resulting in a total staffing level remaining at 18.61 FTE in Springfield.

Regular Salaries and Overtime - \$1,992,080, an increase of \$132,632 or 6.4%

Salaries are based upon the negotiated management/labor contracts as approved by the Springfield City Council, and staffing levels.

Employee Benefits - \$745,789 an increase of \$135,877 or 22.3%

The employee benefits consist mainly of PERS/OPSRP retirement system costs, FICA and Medicare contributions.

Health Insurance - \$380,112, an increase of \$8,152 or 2.2%

The small increase is based on group claims experience and cost projections. Costs are calculated based on the number of employees.

Materials and Services

The Materials and Services budget total is \$3,215,717 in FY 25-26, representing an increase of \$232,285 or 7.8% above the adopted FY 24-25 budget. The notable changes are summarized below:

Billing & Collection Expense - \$927,000, an increase of \$0.00 or 0.00%

This expense includes contracted billing services for Eugene and Springfield utility billing services combined, as funded through the Springfield portion of the regional budget. This reflects growth in customer transactions and billing service contracts.

Property & Liability Insurance - \$583,200, an increase of \$43,200 or 8.0%

The \$43,200 increase reflects insurance on newly constructed infrastructure, and maintaining incremental increases on existing assets for property insurance coverage. Including services provided by the MWMC Agent of Record for property/liability coverage.

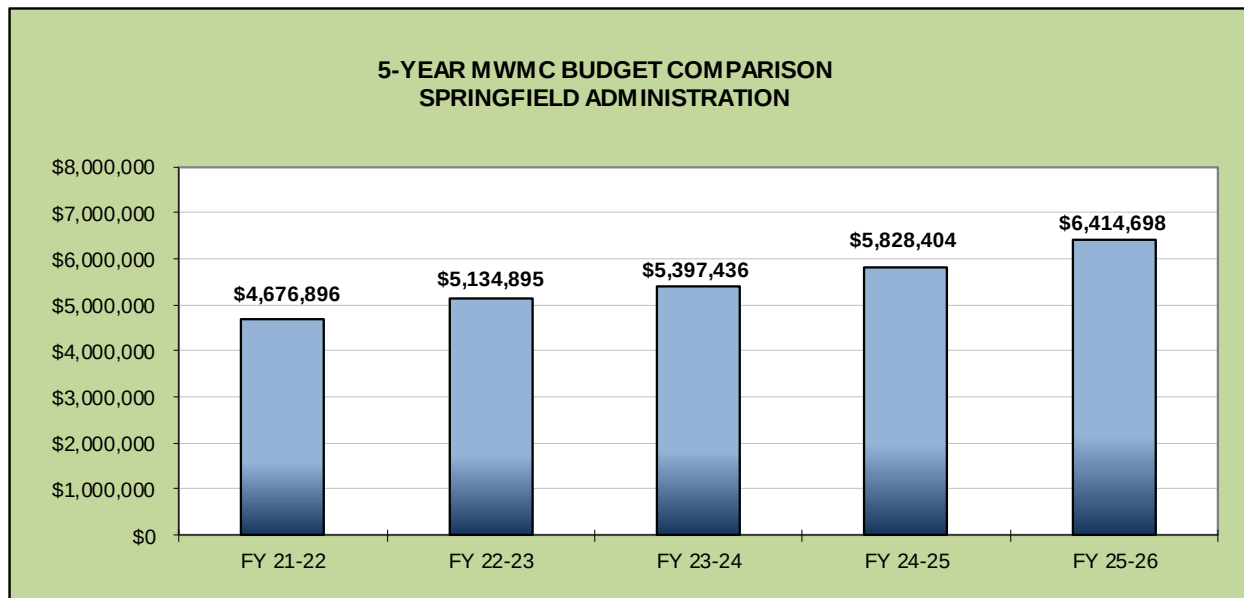
Internal & Indirect Charges Combined - \$752,453, an increase of \$103,770 or 16.1%

The \$103,770 increase is based on changes in overhead costs as programmed in the FY 25-26 budget, when compared FY 24-25. Internal charges are determined by the City of Springfield, and indirect costs are based on a methodology approved by the federal government, which is outlined in the MWMC Intergovernmental Agreement.

EXHIBIT 8

**SPRINGFIELD ADMINISTRATION PROGRAM
ADOPTED FY 25-26
BUDGET SUMMARY**

	ACTUALS FY 23-24	ADOPTED BUDGET FY 24-25	AMENDED BUDGET FY 24-25	ADOPTED BUDGET FY 25-26	CHANGE *	
					INCR/(DECR)	
Personnel Services	\$2,451,842	\$2,841,320	\$2,841,320	\$3,117,981	\$276,661	9.7%
Materials & Services	2,762,783	2,983,432	3,083,432	3,215,717	232,285	7.8%
Capital Outlay	0	0	85,000	81,000	81,000	N/A
Budget Summary	\$5,214,625	\$5,824,752	\$6,009,752	\$6,414,698	\$589,946	8.7%



Note: * Change column compares the adopted FY 25-26 Budget to the adopted FY 24-25 Budget.

EXHIBIT 9

SPRINGFIELD ADMINISTRATION
LINE ITEM BUDGET SUMMARY

	ACTUALS FY 23-24	ADOPTED BUDGET FY 24-25	AMENDED BUDGET FY 24-25	ADOPTED BUDGET FY 25-26	CHANGE INCR/(DECR)	
<u>PERSONNEL SERVICES</u>						
Regular Salaries	\$1,584,336	\$1,853,683	\$1,853,683	\$1,985,989	\$132,306	7.1%
Overtime	0	5,765	5,765	6,091	326	5.7%
Employee Benefits	561,364	609,912	609,912	745,789	135,877	22.3%
Health Insurance	306,142	371,960	371,960	380,112	8,152	2.2%
Total Personnel Services	\$2,451,842	\$2,841,320	\$2,841,320	\$3,117,981	\$276,661	9.7%
FTE	17.81	18.61	18.61	18.61	0.00	0.0%
<u>MATERIALS & SERVICES</u>						
Billing & Collection Expense	\$898,065	\$927,000	\$927,000	\$927,000	\$0	0.0%
Property & Liability Insurance	526,970	540,000	540,000	583,200	43,200	8.0%
Contractual Services	119,000	281,373	281,373	297,993	16,620	5.9%
Attorney Fees and Legal Expense	80,536	184,522	184,522	190,372	5,850	3.2%
WPCF/NPDES Permits	161,183	190,550	190,550	194,361	3,811	2.0%
Materials & Program Expense	244,277	144,125	244,125	186,902	42,777	29.7%
Computer Software & Licenses	13,167	16,532	16,532	20,407	3,875	23.4%
Employee Development	17,443	25,193	25,193	29,039	3,846	15.3%
Travel & Meeting Expense	18,290	25,454	25,454	33,990	8,536	33.5%
Internal Charges	281,184	236,820	236,820	276,123	39,303	16.6%
Indirect Costs	402,668	411,863	411,863	476,330	64,467	15.7%
Total Materials & Services	\$2,762,783	\$2,983,432	\$3,083,432	\$3,215,717	\$232,285	7.8%
<u>CAPITAL OUTLAY</u>						
Total Capital Outlay	\$0	\$0	\$85,000	\$81,000	\$81,000	NA
TOTAL	\$5,214,625	\$5,824,752	\$6,009,752	\$6,414,698	\$589,946	8.7%

CITY OF EUGENE REGIONAL WASTEWATER PROGRAM RESPONSIBILITIES

The Wastewater Division for the City of Eugene manages all regional wastewater pollution control facilities serving the areas inside the Eugene and Springfield Urban Growth Boundaries under the Intergovernmental Agreement for the Metropolitan Wastewater Management Commission (MWMC). These regional facilities include the Eugene/Springfield Regional Water Pollution Control Facility (WPCF), the Biosolids Management Facility, the Beneficial Reuse Site, the Biocycle Farm site, and regional wastewater pumping stations and transmission sewers.

Program Responsibilities

- Facility Operations
- Facility Maintenance
- Biosolids Management
- Environmental Services
- Management Information Services
- Administration and Management

In support of the water pollution control program, the division provides technical services for wastewater treatment, management of equipment replacement and infrastructure rehabilitation, biosolids land application, regional laboratory services, resource recovery operations, and an industrial source control and pretreatment program in collaboration with environmental services staff at City of Springfield.

REGIONAL WASTEWATER TREATMENT - FACILITY OPERATIONS

The Wastewater Division operates the WPCF to treat residential, commercial, and industrial wastes to achieve an effluent quality that protects the beneficial uses of the Willamette River. The Operations section optimizes wastewater treatment processes to ensure effluent quality requirements are met in an efficient and cost effective manner. In addition, the Operations section provides continuous monitoring of the alarm functions for all plant processes, regional and local pump stations, the Biosolids Management Facility (BMF), and the Beneficial Reuse Site (BRS).

REGIONAL WASTEWATER TREATMENT - FACILITY MAINTENANCE

The mechanical, electrical, and facilities maintenance sections of the Wastewater Division are responsible for preservation of the multi-million-dollar investment in the equipment and infrastructure of the WPCF, regional pump stations, pressure sewers, as well as the BMF, BRS, and Biocycle Farm. These sections provide a preventative maintenance program to maximize equipment life and reliability; a corrective maintenance program to repair unanticipated failures; and a facility maintenance program to maintain the buildings, treatment structures, and grounds.

BIOSOLIDS AND RECYCLED WATER MANAGEMENT

The Residuals Management section of the Wastewater Division operates the BMF and Biocycle Farm to process and land apply biological solids (biosolids) produced as a result of the activated sludge treatment of wastewater. After further processing the biosolids from the WPCF, the dried material is applied to approved agricultural land. Biosolids are also applied on poplar trees at the Biocycle Farm as a beneficial nutrient and soil conditioner. In addition, this section utilizes recycled water for the processing of biosolids and for irrigation. This section also operates the BRS, which formerly served to treat wastewater from food processing operations.

ENVIRONMENTAL SERVICES

Environmental Services is comprised of Industrial Source Control (Pretreatment), Analytical Services, and Sampling Team.

Industrial Source Control (ISC) - The pretreatment program is a regional activity implemented jointly by the cities of Eugene and Springfield. The ISC group of the Wastewater Division is charged with administering the pretreatment program for the regulation and oversight of commercial and industrial wastewaters discharged to the wastewater collection system by fixed-site industries in Eugene and by mobile waste haulers in the Eugene and Springfield areas. This group is also responsible for ensuring that these wastes do not damage the collection system, interfere with wastewater treatment processes, result in the pass-through of harmful pollutants to treated effluent or biosolids, or threaten worker health or safety.

This responsibility is fulfilled through the use of a permit and discharge authorization system for industrial and commercial users of the wastewater collection system. This permit system, common to both Eugene and Springfield, implements necessary prohibitions and limitations on waste characteristics and establishes inspection, monitoring, and reporting requirements for documenting waste quality and quantity controls. The staff is also responsible for locating new industrial and commercial discharges in Eugene and evaluating the impact of their discharges on the WPCF. The section also has responsibilities related to environmental spill response activities.

Analytical Services - The Analytical Services group provides analytical laboratory work in support of wastewater treatment, residuals management, industrial source control, stormwater monitoring, and special project activities of the Wastewater Division. The laboratory's services include sample handling and analyses of influent sewage, treated wastewater, biosolids, industrial wastes, stormwater, surface water, and groundwater. Information from the laboratory is used to evaluate the performance of the treatment process, make treatment process control decisions, document compliance with regulatory requirements, demonstrate environmental protection, and ensure worker health and safety.

Sampling Team - The Sampling Team is responsible for sampling and field monitoring activities related to regional wastewater program functions. These include the Eugene pretreatment program, wastewater treatment process control, effluent and ambient water quality, groundwater quality, facultative sludge lagoons, biosolids, application site soils, stormwater samples, and natural gas quality samples.

MANAGEMENT INFORMATION SERVICES (MIS)

The MIS section provides services for electronic data gathering, analysis, and reporting in compliance with regulatory requirements and management functions. This section also maintains the network communication linkages with the City of Eugene and supplies technical expertise and assistance in the selection, operation, and modification of computer systems (hardware and software) within the division.

ADMINISTRATIVE AND MANAGEMENT SERVICES

Administrative Services provides management, administrative, and office support to the Wastewater Division. This support includes the general planning, directing, and managing of the activities of the division; development and coordination of the budget; administration of personnel records; and processing of payroll, accounts payable, and accounts receivable. This section also provides tracking and monitoring of all assets for the regional wastewater treatment facilities and support for reception, customer service, and other administrative needs. The administrative services include oversight and

coordination of the division's Environmental Management System (EMS), safety, and training programs, and an inventory/storeroom section that purchases and stocks parts and supplies and assists with professional services contracting. The administrative services section also collaborates and coordinates with partner agencies on the local and regional billing and rate activities.

PROGRAMS AND SIGNIFICANT SERVICE/EXPENDITURE CHANGES

In FY 25-26, Eugene staff will support the following major regional initiatives in addition to ongoing operations and maintenance activities.

- Manage the Operations & Maintenance (O&M) responsibilities of the NPDES wastewater discharge permit for the treatment of wastewater and the Lane Regional Air Protection Agency (LRAPA) air emissions permit for the regional wastewater treatment plant.
- Manage the O&M responsibilities of the Renewable Natural Gas (RNG) facility to maximize production of renewable fuel and the associated renewable fuel standard credits.
- Provide technical input and O&M assessments related to proposed/newly adopted environmental regulations, renewable energy objectives, and operational resiliency. This includes impact evaluations of the regulatory actions upon operational responsibilities such as the federal sanitary sewer overflows (SSO), blending policy development, Willamette River TMDLs implementation, and any newly adopted state water quality standards.
- Complete scheduled major rehabilitation, equipment replacement, and other capital projects in an efficient and timely manner.
- Work cooperatively on CIP elements and effectively integrate capital project work with ongoing O&M activities with an emphasis on maintaining an effective CIP management and coordination program with Springfield staff.
- Manage the O&M aspects of the BMF and the Biocycle Farm, continuing biosolids land application practices and poplar tree management.

SIGNIFICANT CHANGES IN THE O&M BUDGET FOR FY 25-26

The FY 25-26 budget for Operations and Maintenance of the regional facilities (i.e., personnel, materials and services, and capital outlay) totals \$21,184,627. The amount represents a grand total increase of \$1,573,027 or 8.0% over the adopted FY 24-25 operating budget. The most significant cost centers for the operating budget include regular wages and employee benefits, health insurance, utilities, chemicals, contractual services, materials and program expenses, and computer equipment and software. The significant changes in the Operations and Maintenance (O&M) budget for FY 25-26 are described in detail below.

Personnel Services

Personnel Services totaling \$12,149,635 represents an FY 25-26 increase of \$806,299 or 7.1%. The staffing level for Eugene O&M is currently at 83.86 Full Time Equivalent (FTE) positions, which will increase to 84.66 FTE in FY 25-26. The notable changes to Personnel Services are in the following line items:

0.80 FTE Position – \$133,676 for Facilities Maintenance (\$82,515 in wages)

Facilities Maintenance work section is responsible for the widest scope of duties at the MWMC facilities. Addition of a Maintenance Worker 3 position will enable the work group to sustain the current service level for maintenance, whose scope of duties has expanded due to capital construction and a greater need for facility rehabilitation.

Regular Salaries – \$6,786,575, a net increase of \$348,929 or 5.4%

City of Eugene complies with the Oregon Equal Pay Act to provide equity based compensation for all employees. Salaries are based upon the negotiated management/labor contracts between City of Eugene and the local union (AFSCME). In 2023 and 2024, the City evaluated many of the represented and non-represented positions which, when also combined with Cost of Living Adjustments (COLAs), resulted in pay increases affecting the FY 25-26 operating budget. This item also includes the cost of adding the 0.80 FTE position described above.

Employee Benefits – \$3,619,200, a net increase of \$761,168 or 26.6%

Oregon PERS/OPSRP retirement liability will cause a significant impact in FY 25-26. All other planned expenses included in Employee Benefits item will see marginal increases/decreases in comparison to PERS/OPSRP. Costs for PERS/OPSRP are calculated based on the number of employees.

Health Insurance – \$1,526,100, a decrease of \$280,978 or -15.5%

The decrease is based on group claims experience and cost projections for 2025-2026.

Materials and Services

The Materials and Services (M&S) budget totaling \$8,914,992 represents an FY 25-26 increase of \$1,751,728 or 24.5%, which includes an expanded service level need for Biocycle Farm Management. In prior years, management of the Biocycle Farm (aka Poplar Tree Farm) was included within the MWMC's Capital Improvements Program (CIP) budget.

Starting in FY 25-26, the Eugene O&M operating budget will incorporate the planned expenses for Biocycle Farm management services. Other significant changes for M&S are described as follows:

Utilities – \$1,692,140, a net increase of \$242,140 or 16.7%

More utility expenditure is needed for EWEB, which has adopted an 8.6% rate increase for large general service customers to then be followed by an additional 4% rate increase in October 2025. Natural gas usage and cost is anticipated to decrease in early 2026 after the dedicated waste gas flare for the Renewable Natural Gas (RNG) system is operational but not enough to offset the increased cost and demand for electricity.

Contractual Services – \$868,200, a net increase of \$458,200 or 111.8%

This line item includes \$350,000 for Biocycle Farm management services, specifically for a scheduled poplar harvest from Management Unit #1 (MU1-North) at 79.1 acres, including field restoration,

herbicide application, and replanting. Additionally, cost increases are planned for services from Lane County Sheriff's work crew for landscape maintenance, higher volume of debris hauling to the landfill, greater need for security services, and higher costs for permitting. New costs are also anticipated from contracted laboratories for Class-A biosolids certification and PFAS testing.

Materials & Program Expense – \$954,400, a net increase of \$422,400 or 79.4%

Annual software licensing and service/maintenance agreements are included in this item for Ethosoft XLIMS, IBM Maximo, Yokogawa DCS, and other software/applications managed by Eugene O&M staff (i.e., software not included in the City's direct/indirect technology-specific overhead charges), which amount to a combined expenditure of over \$320,000 per year. This item also includes inflationary adjustments for staff training and business travel, temporary staffing, office supplies, safety supplies, uniform workwear and laundry, and construction materials for O&M work.

Chemicals – \$1,045,190, a net increase of \$160,190 or 18.1%

Unit prices for hypochlorite, sodium bisulfite, and polymer (both dry and liquid) are established through regional competitive price agreements, and resupply orders are placed depending on the timing of treatment process and O&M activity. Per-gallon pricing is currently stable, but the fuel prices for deliveries is passed through from the vendors. Planned expenditure for the H2S filter media specific to the Renewable Natural Gas (RNG) facility is also budgeted within the chemicals line item, costing ~\$190,000 per media swap and occurring roughly twice per fiscal year. Project work specific to the recycled water process could also result in higher chemical demand and expenditures in FY 25-26 (See Tertiary Filtration P80102 and Class-A Disinfection Facilities P80098).

Computer Equipment – \$745,830, a net increase of \$341,830 or 84.6%

Direct charges from Eugene's Information Services Division (ISD) billed monthly for the City-wide fiber optic network service and support, PeopleSoft financial system, timesheet/payroll processing, Microsoft Enterprise software, network security services, copier service, and related costs. Actual costs for this item in FY 23-24 were \$657,148 which required adjustments in FY 24-25 and FY 25-26 to adequately re-align the budget to actual expenses.

Capital Outlay - Budget

The FY 25-26 budget includes \$120,000 for the Capital Outlay items listed below.

Capital Outlay	
Project Description	FY 25-26 Adopted Budget
Yokogawa DCS, Critical Spare Parts Inventory, Plant	70,000
Yokogawa DCS, Active User Control Server, Plant	50,000
Total	\$120,000

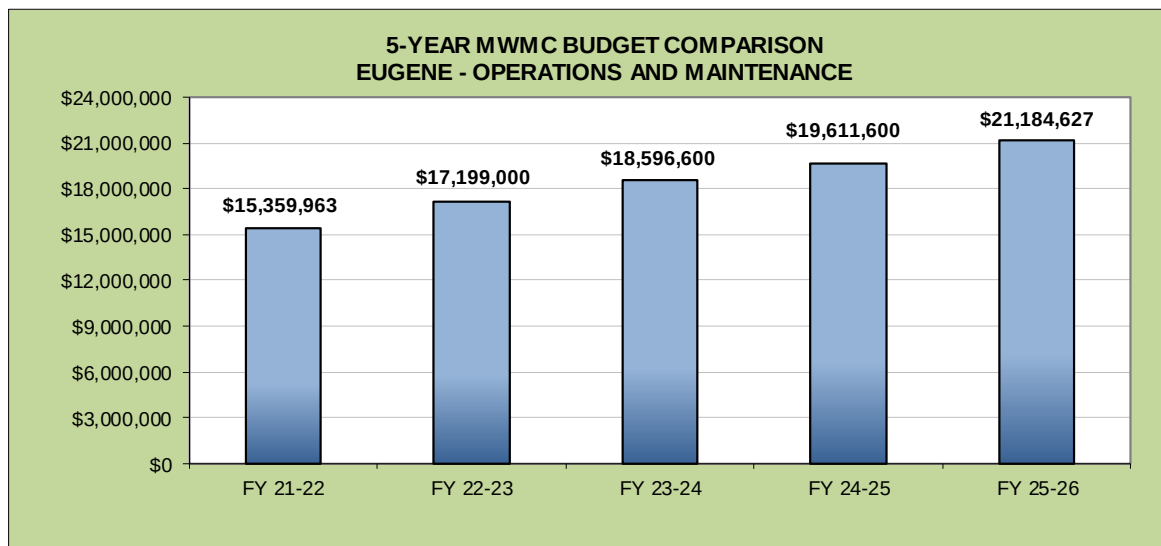
Yokogawa DCS, Critical Spares, Plant – A supply of critical spare parts for the recently upgraded Distributed Control System (DCS). The current supply of existing spare parts is now obsolete for the new DCS.

Yokogawa DCS, Active User Control Server – Added functionality to centralize user, server and computer management to control access and better monitor systems. This simplifies administration, makes users more accountable, and strengthens security posture against unauthorized access and potential threats.

EXHIBIT 10

**EUGENE - OPERATIONS AND MAINTENANCE PROGRAM
ADOPTED FY 25-26
BUDGET SUMMARY**

	ACTUALS FY 23-24	ADOPTED BUDGET FY 24-25	AMENDED BUDGET FY 24-25	ADOPTED BUDGET FY 25-26	CHANGE * INCR/(DECR)	
Personnel Services	\$11,054,031	\$11,343,336	\$11,343,336	\$12,149,635	\$806,299	7.1%
Materials & Services	8,435,346	7,163,264	7,563,264	8,914,992	1,751,728	24.5%
Capital Outlay	223,084	1,105,000	1,512,000	120,000	(985,000)	N/A
Budget Summary	\$19,712,460	\$19,611,600	\$20,418,600	\$21,184,627	\$1,573,027	8.0%



NOTE: Does not include Major Rehabilitation or Equipment Replacement

EXHIBIT 11

EUGENE - OPERATIONS & MAINTENANCE
LINE ITEM BUDGET SUMMARY

	ACTUAL FY 23-24	ADOPTED BUDGET FY 24-25	AMENDED BUDGET FY 24-25	ADOPTED BUDGET FY 25-26	CHANGE INCR/(DECR)	
<u>PERSONNEL SERVICES</u>						
Regular Salaries	\$6,376,654	\$6,437,646	\$6,437,646	\$6,786,575	\$348,929	5.4%
Overtime	84,253	78,000	78,000	78,000	-	0.0%
Employee Benefits	2,883,578	2,858,032	2,858,032	3,619,200	761,168	26.6%
Paid Family Med Leave Insurance	33	32,288	32,288	11,730	(20,558)	-63.7%
Workers' Comp/Unemploy Ins	134,821	130,292	130,292	128,030	(2,262)	-1.7%
Health Insurance	1,574,692	1,807,078	1,807,078	1,526,100	(280,978)	-15.5%
Total Personnel Services	\$11,054,031	\$11,343,336	\$11,343,336	\$12,149,635	\$806,299	7.1%
FTE	81.68	83.86	83.86	84.66	0.80	1.0%
<u>MATERIALS & SERVICES</u>						
Utilities	\$1,688,541	\$1,450,000	\$1,650,000	\$1,692,140	\$242,140	16.7%
Fleet Operating Charges	581,103	593,000	593,000	575,699	(17,301)	-2.9%
Maintenance-Equip & Facilities	297,686	236,264	236,264	307,345	71,081	30.1%
Contractual Services	532,148	410,000	410,000	868,200	458,200	111.8%
Materials & Program Expense	1,251,914	532,000	532,000	954,400	422,400	79.4%
Administrative Charges - EWEB	703,158	730,000	730,000	798,000	68,000	9.3%
Chemicals	1,071,252	885,000	1,085,000	1,045,190	160,190	18.1%
Parts & Components	586,637	635,000	635,000	650,000	15,000	2.4%
Risk Insurance - Employee Liability	104,124	63,000	63,000	71,688	8,688	13.8%
Computer Equip, Supplies, Maint	657,148	404,000	404,000	745,830	341,830	84.6%
Indirects	961,635	1,225,000	1,225,000	1,206,500	(18,500)	-1.5%
Total Materials & Services	\$8,435,346	\$7,163,264	\$7,563,264	\$8,914,992	\$1,751,728	24.5%
<u>CAPITAL OUTLAY</u>						
Capital Outlay - Other	\$223,084	\$1,105,000	\$1,512,000	\$120,000	(\$985,000)	N/A
Total Capital Outlay	\$223,084	\$1,105,000	\$1,512,000	\$120,000	(\$985,000)	N/A
TOTAL	\$19,712,460	\$19,611,600	\$20,418,600	\$21,184,627	\$1,573,027	8.0%

CAPITAL PROGRAM

**REGIONAL WASTEWATER PROGRAM
CAPITAL PROGRAMS****Overview**

The Regional Wastewater Program (RWP) includes two components: the Capital Improvement Program (CIP) and the Asset Management Capital Program (AMCP). The FY 25-26 CIP Budget, the FY 25-26 AMCP Budget, and the associated 5-Year Capital Plan are based on the following: 2004 MWMC Facilities Plan (2004 FP), 2014 Partial Facilities Plan Update, Resiliency Planning Study (Disaster Mitigation & Recovery Plan – March 2020), and 2023 infrastructure evaluation. The 2004 FP was approved by the MWMC, the governing bodies of the City of Eugene, the City of Springfield, Lane County, and the Oregon Department of Environmental Quality (DEQ). The 2004 FP and its 20-year capital project list was the result of a comprehensive evaluation of the regional wastewater treatment facilities serving the Eugene-Springfield metropolitan area.

The DEQ renewed the MWMC's NPDES permit #102486, which became effective on November 1, 2022. As a result, the MWMC is actively working on a 20-year Facilities Plan for planning period through year 2045, and the documentation with recommendations should be completed in 2025.

The CIP is administered by the City of Springfield for the MWMC. The AMCP implements the projects and activities necessary to maintain functionality, lifespan, and effectiveness of the MWMC facility assets on an ongoing basis. The AMCP is administered by the City of Eugene for the MWMC and consists of three sub-categories:

- Equipment Replacement Program
- Major Rehabilitation Program
- Major Capital Outlay

The MWMC has established these capital programs to achieve the following RWP objectives:

- Compliance with applicable local, state, and federal laws and regulations
- Protection of the health and safety of people and property from exposure to hazardous conditions such as untreated or inadequately treated wastewater
- Provision of adequate capacity to facilitate community growth in the Eugene-Springfield metropolitan area consistent with adopted land use plans
- Construction, operation, and management of MWMC facilities in a manner that is as cost-effective, efficient, and affordable to the community in the short and long term
- Mitigation of potential negative impacts of the MWMC facilities on adjacent uses and surrounding neighborhoods (ensuring that the MWMC facilities are “good neighbors” as judged by the community)

Capital Program Funding and Financial Planning Methods and Policies

This annual budget document presents the FY 25-26 CIP Budget, the FY 25-26 AMCP Budget, and 5-Year Capital Plan which includes the CIP and AMCP. The MWMC CIP financial planning and funding methods are in accordance with the financial management policies put forth in the MWMC 2019 Financial Plan.

Each of the two RWP capital programs relies on funding mechanisms to achieve the objectives described above. The CIP is funded primarily through Capital Reserves, which may include proceeds from revenue bond sales, financing through the State of Oregon DEQ Clean Water State Revolving Fund loan program, grants, System Development Charges, and transfers from the Operating Fund to Capital Reserves.

The RWP's Operating Fund is maintained to pay for operations, administration, debt service, equipment replacement contributions and capital contributions associated with the RWP. The Operating Fund derives most of its revenue from regional wastewater user fees that are collected by the City of Eugene and City of Springfield from their respective customers. In accordance with the MWMC Financial Plan, funds remaining in excess of budgeted operational expenditures can be transferred from the Operating Fund to the Capital Reserve. The Capital Reserve accumulates revenue to fund capital projects, including major rehabilitation, to reduce the amount of borrowing necessary to finance capital projects. In addition, the CIP is partially funded with System Development Charges for the projects that qualify.

The AMCP consists of three programs managed by the City of Eugene and funded through regional wastewater user fees. The *Equipment Replacement Program*, which funds replacement of equipment valued at or over \$10,000 with a life expectancy greater than one year; the *Major Rehabilitation Program*, which funds rehabilitation of the MWMC infrastructure such as roof replacements, structure coatings, etc.; and the *Major Capital Outlay Program* for the initial purchase of major equipment that will be placed on the equipment replacement list, or a one-time large capital expense. Some projects are created with a CIP project sheet due to the nature and complexity of the project. The MWMC assets are tracked throughout their lifecycle using asset management tracking software. Based on this information, the three AMCP program annual budgets are established and projected for the 5-Year Capital Plan.

For planning purposes, the MWMC considers market changes that drive capital project expenditures. Specifically, the MWMC capital plan reflects projected price changes over time that affect cost of materials, supply chain impacts, and services. Accordingly, the 2004 FP projections were based on the 20-city average *Engineering News Record Construction Cost Index* (ENRCCI). In addition, City of Springfield staff and MWMC design consultants monitor construction trends in Oregon along with supply chain issues.

Regional Wastewater Capital Program Status and Budget**CIP Project Status and Budget**

The FY 25-26 CIP Budget is comprised of the individual budgets for each of the active (carryover) or starting (new) projects in the first year of the 5-Year Capital Plan. The total of these FY 25-26 project budgets is \$98,425,000. Each capital project represented in the FY 25-26 Budget is described in detail in a CIP project sheet that can be found at the end of this document. Each project sheet provides a description of the project, the project's purpose/driver (the reason for the project), the funding schedule for the project, and the project's expected final cost and cash flow information. For those projects that are in progress, a short status report is included on the project sheet. In 2019, the MWMC Resiliency Planning consultant study focused on seismic (Cascadia magnitude 9.0 earthquake) and major flooding event(s) and recommended some infrastructure multi-year improvements for consideration during the CIP Budgeting process.

Completed Capital Projects

The following capital projects were completed in FY 24-25:

- All FY 24-25 projects will be carried over into FY 25-26

Carryover Capital Projects

All or a portion of remaining funding for active capital projects are carried forward to the MWMC FY 25-26 budget. The on-going carryover projects are:

- Aeration System Upgrades (2023-2026) - P80113
- Administration Building Improvements - P80104
- Electrical Switchgear & Transformer Replacement - P80115
- Water Quality Trading Program - P80112
- Class A Disinfection Facilities - P80098
- Waste Activated Sludge Thickening - P80078
- Repair Clarifiers & Final Treatment - P80118
- Glenwood Pump Station Upgrade - P80064
- WPCF Stormwater Infrastructure - P80111
- Resiliency Follow-Up - P80109
- Comprehensive Facility Plan Update - P80101
- Facility Plan Engineering Services - P80110
- Recycled Water Demonstration Projects - P80099

Overall, the budgeting for these projects follows, and is consistent with, the estimated cost of the listed capital projects and new information gathered during the MWMC design development process.

New Projects for FY 25-26

- No new projects are anticipated as of January 2025

FY 25-26 Capital Budget Summary (Exhibit 12)

Exhibit 12 displays the adjusted budget and end-of-year expenditure estimates for FY 24-25, the amount of funding projected to be carried over to FY 25-26 and additional funding for existing and/or new projects in FY 25-26.

EXHIBIT 12**Summary of FY 25-26 MWMC Construction Program Capital Budget**

	FY 24-25 ADJUSTED BUDGET	FY 24-25 ESTIMATED ACTUALS	FY 24-25 CARRYOVER TO FY 25-26	NEW FUNDING FOR FY 25-26	TOTAL FY 25-26 BUDGET
Projects to be Carried Over to FY 25-26					
Aeration System Upgrades (2023 to 2026)	3,058,342	2,158,342	900,000	34,400,000	35,300,000
Administration Building Improvements	25,513,512	8,713,512	16,800,000	0	16,800,000
Electrical Switchgear & Transformer Replacement	19,152,231	1,252,231	14,900,000	0	14,900,000
Water Quality Trading Program	11,343,109	2,043,109	9,300,000	0	9,300,000
Class A Disinfection Facilities	8,299,364	399,364	7,900,000	900,000	8,800,000
Waste Activated Sludge Thickening	1,500,000	250,000	1,250,000	5,000,000	6,250,000
Repair Clarifiers & Final Treatment	1,500,000	250,000	1,250,000	2,250,000	3,500,000
Glenwood Pump Station Upgrade	1,743,034	593,034	1,150,000	550,000	1,700,000
WPCF Stormwater Infrastructure	600,000	60,000	540,000	0	540,000
Resiliency Follow-Up	528,080	178,080	350,000	150,000	500,000
Comprehensive Facilities Plan Update	1,854,048	1,554,048	300,000	0	300,000
Facility Plan Engineering Services	500,000	300,000	200,000	100,000	300,000
Recycled Water Demonstration Projects	73,752	58,752	15,000	220,000	235,000
TOTAL Capital Projects	\$75,665,472	\$17,810,472	\$54,855,000	\$43,570,000	\$98,425,000

FY 25-26 Asset Management Capital Program and Budget

The AMCP consists of the following three programs:

- Equipment Replacement
- Major Rehabilitation
- Major Capital Outlay

The FY 25-26 budget of each program is described below.

Equipment Replacement Program - Budget

The FY 25-26 Capital Programs budget includes \$1,225,000 in Equipment Replacement purchases that are identified on the table below.

Equipment Replacement	
Project Description	FY 25-26 Adopted Budget
Tractor/Loader, Integrated Tool Carrier (Caterpillar IT38G or similar), BMF	\$600,000
IBM Maximo, Upgrade and Migration to Cloud Service	250,000
ICP Mass Spectrometer, Thermo-Fischer, ESB Clean Metals Lab	190,000
Bed Replacement (10yd), Dump Truck (Asset# V502015), BMF	90,000
TOC Analyzer, Skalar-Formacs, ESB Nutrients Lab	40,000
Acid Distillation System, Duo-Pure, ESB Clean Metals Lab	20,000
Feeder Cables, Motor Control Centers, Primary Clarifiers	20,000
Laboratory Glassware Dishwasher, ESB Labs	15,000
Total	\$1,225,000

Tractor/Loader, Tool Carrier, BMF – The current ITC has exceeded its useful life and is beyond repair needing replacement.

IBM Maximo, Upgrade and Cloud Migration – Maximo hardware and software is nearing end-of-life and will require major upgrades. This would move and upgrade current Maximo infrastructure to IBM's managed cloud environment providing greater support, availability, security, and functionality.

ICP Mass Spectrometer, Lab – The current system has reached end of service life. This system is used to perform regulatory and permit required water quality analysis.

Bed Replacement, 10yd Dump Truck, BMF – Replacing the rusted bed of the dump truck instead of the whole truck.

TOC Analyzer, ESB Nutrients Lab – The current system has reached end of service life. This system is used to perform permit required water quality analysis.

Acid Distillation System, ESB Clean Metals Lab – This system is used to reduce contamination in trace metals analysis, and new equipment will reduce the cost of purchasing commercially prepared acids to meet the permit required detection limits.

Feeder Cables, MCCs, Primary – Upsizing the feeder cables from the transformer to the Motor Control Center (MCC) to utilize the full capacity of the transformer and allow for additional equipment to be installed.

Laboratory Glassware Dishwasher, ESB Labs – Current laboratory glassware washer has been malfunctioning requiring frequent, costly service visits. New laboratory glassware washer from a different manufacturer is needed to enable local service visits and reduce operational costs.

Major Rehabilitation Program - Budget

The FY 25-26 Capital Programs budget includes \$1,030,000 for Major Rehabilitation projects that are identified on the table below.

Major Rehabilitation	
Project Description	FY 25-26 Adopted Budget
Spot Repairs and Recoating, Clarifier Rake Arms, Secondary Clarifiers (x2)	\$500,000
Sludge Holding Tank #2, Dome Interior Coating	270,000
Grit Collector, Head Cells, Pretreatment	110,000
Roof Replacement, Control Building, BRS	100,000
Operations/Maintenance Building Improvements	50,000
Total	\$1,030,000

Spot Repairs, Recoating, Secondary Clarifiers (x2) – Periodic spot repairs to the coatings are necessary to protect the steel structure.

Sludge Holding Tank #2, Interior Dome Coating – Replacement of existing coating that has delaminated from interior of the floating cover.

Grit Collector Head Cells, Pretreatment – Repair of damaged concrete on the inlet to the existing two Head Cell grit collectors.

Roof Replacement, Control Building, BRS – Condition assessments by staff and contractor recommend the installation of a new roofing assembly over the existing roof.

Operations/Maintenance Building Improvements – Allocation for small-scale facility improvements.

Major Capital Outlay

The FY 25-26 Capital Program budget includes \$0 (none) for the Major Capital items listed below.

Major Capital	
Project Description	FY 25-26 Adopted Budget
None	\$ -
Total	\$ -

Asset Management Capital Budget Summary

The following table summarizes the FY 25-26 Asset Management Capital Program Budget by project type showing a total AMCP budget of \$2,255,000.

Asset Management Capital Project Budget	
Project Description	FY 25-26 Adopted Budget
Equipment Replacement	\$1,225,000
Major Rehabilitation	1,030,000
Major Capital	-
Total	\$2,255,000

FY 26-27 Asset Management Capital Program Status and Budget

The AMCP consists of the following programs:

- Equipment Replacement
- Major Rehabilitation
- Major Capital Outlay

The FY 26-27 budget and status of each program is described below.

Equipment Replacement Program – Budget Forecast

The FY 26-27 Capital Programs budget includes \$215,000 in Equipment Replacement purchases that are identified in the table below.

Equipment Replacement	
Project Description	FY 26-27 Planned Budget
Pump, Progressive Cavity, Digesters	\$200,000
Variable Frequency Drive, Digesters	15,000
Total	\$215,000

Progressive Cavity Pump, Digesters – This pump is used to dilute and pump digested sludge to BMF.

Variable Frequency Drive, Digesters – Variable Frequency Drive (VFD) associated with the above dilution water pump.

Major Rehabilitation Program - Budget

The FY 26-27 Capital Programs budget includes \$850,000 for Major Rehabilitation projects that are identified in the table below.

Major Rehabilitation	
Project Description	FY 26-27 Planned Budget
Spot Repairs and Recoating, Clarifier Rake Arms, Secondary Clarifiers (x2)	\$500,000
Sludge Holding Tanks #1 and #2, Exterior Coatings	300,000
Operations/Maintenance Building Improvements	\$50,000
Total	\$850,000

Spot Repairs, Recoating, Secondary Clarifiers (x2) – Periodic spot repairs to the coatings are necessary to continue to protect the steel structure.

Sludge Holding Tanks #1-2, Exterior Coatings – Replace the 19-year-old coating to restore protection of the concrete dome exterior.

Operations/Maintenance Building Improvements – Allocation for small-scale facility improvements.

Major Capital - Budget

The FY 26-27 Capital Program budget includes \$1,000,000 for the Major Capital items listed below.

Major Capital	
Project Description	FY 26-27 Planned Budget
Comprehensive Security Upgrade, Regional Facilities	\$1,000,000
Total	\$1,000,000

Comprehensive Security Upgrade – Based on previous security assessment work, funding will be needed for the construction of security improvements at the treatment plant, Biosolids Management Facility, Biocycle Farm (poplar trees), Beneficial Reuse Site, and regional pump stations.

Summary of FY 26-27 Asset Management Capital Program Budget

Asset Management Capital Project Budget	
Project Description	FY 26-27 Planned Budget
Equipment Replacement	\$215,000
Major Rehabilitation	850,000
Major Capital Outlay	1,000,000
Total	\$2,065,000

5-Year Capital Plan (Exhibit 13)

For each fiscal planning cycle, only the first year of budget authority is appropriated. The remaining four years of the CIP and AMCP Capital Plans are important and useful for fiscal and work planning purposes. However, it is important to note that the funds in the outer years of the Capital Plan are only planned and not appropriated. Also, the full amount of obligated multi-year project costs is often appropriated in the first year of the project, unless a smaller subset of the project, such as project design, can be identified and funded without budgeting the full estimated project cost. For these multi-year contracts, unspent funds from the first fiscal year will typically be carried over to the next fiscal year until the project is completed. Accordingly, the RWP Capital Plan presented herein is a subsequent extension of the plan presented in the adopted FY 24-25 Budget that has been carried forward by one year to FY 25-26. Changes to the 5-Year Plan typically occur from year to year as more information becomes available and evaluated.

Exhibit 13 displays the MWMC 5-Year Capital Plan programs budget, which includes \$158,305,000 in planned capital projects and \$15,972,000 planned asset management capital projects for an overall 5-Year Capital Plan Budget of \$174,277,000.

EXHIBIT 13**Regional Wastewater 5-Year Capital Programs**

	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
CAPITAL PROJECTS						
Non-Process Facilities and Facilities Planning						
Comprehensive Facilities Plan Update	300,000					300,000
Facility Plan Engineering Services	300,000	160,000	160,000	160,000	200,000	980,000
Partial Facility Plan Update			650,000			650,000
Conveyance Systems						
Glenwood Pump Station Upgrade	1,700,000					1,700,000
Plant Performance Improvements						
Aeration System Upgrades (2023 to 2026)	35,300,000					35,300,000
Administration Building Improvements	16,800,000					16,800,000
Electrical Switchgear & Transformer Replacement	14,900,000					14,900,000
Water Quality Trading Program	9,300,000					9,300,000
Class A Disinfection Facilities	8,800,000					8,800,000
Waste Activated Sludge Thickening	6,250,000					6,250,000
Repair Clarifiers & Final Treatment	3,500,000	6,250,000				9,750,000
WPCF Stormwater Infrastructure	540,000					540,000
Resiliency Follow-Up	500,000	800,000	2,000,000	3,000,000	3,000,000	9,300,000
Recycled Water Demonstration Projects	235,000					235,000
Owosso Bridge Seismic Upgrades		1,500,000	5,000,000			6,500,000
Tertiary Filtration - Phase 2			7,000,000	10,000,000		17,000,000
<i>To Be Determined in 2026</i>			7,000,000	10,000,000	3,000,000	20,000,000
TOTAL CAPITAL PROJECTS	\$98,425,000	\$8,710,000	\$21,810,000	\$23,160,000	\$6,200,000	\$158,305,000
ASSET MANAGEMENT						
Equipment Replacement	1,225,000	215,000	1,432,000	2,881,000	3,579,000	9,332,000
Major Rehabilitation	1,030,000	850,000	550,000	800,000	2,410,000	5,640,000
Major Capital Outlay		1,000,000				1,000,000
TOTAL ASSET MANAGEMENT	\$2,255,000	\$2,065,000	\$1,982,000	\$3,681,000	\$5,989,000	\$15,972,000
TOTAL CAPITAL IMPROVEMENTS	\$100,680,000	\$10,775,000	\$23,792,000	\$26,841,000	\$12,189,000	\$174,277,000

CAPITAL PROJECT DETAIL

COMPREHENSIVE FACILITIES PLAN UPDATE (P80101)



Description: The Comprehensive Facilities Plan comprises three distinct volumes: MWMC Integrated Plan, Process Facilities Plan, and MWMC Opportunities Plan. Together, these volumes address the MWMC's current conditions, environment, and drivers, the regulatory and operational considerations for wastewater services, and the cross-community opportunities to advance the MWMC's work. The update includes WPCF stormwater planning, capital/facilities planning, system development charge evaluation, technical services, and cost estimating for a 20-year planning horizon.

Status: As of January 2025, the Process Facilities Plan consultant has provided several draft technical memos and a preliminary 20-year project list with projected completion of the full plan in 2025. The Integrated Plan consultant has provided guidance on staff-developed background work and has presented frameworks for opportunities decision making with projected completion of the full plan in 2025. The Opportunities Plan is expected to be internally developed in 2025-2026 based on completion of the first two volumes.

Justification: Evaluate and plan for future MWMC conveyance and treatment upgrades and solutions to meet regulatory requirements, preserve public health, support community growth, protect the Willamette River, and provide financial responsible wastewater services.

Project Driver: Provide MWMC comprehensive facilities planning to develop the capital program and recommendations for the upcoming 20-years. Provide information for applying the MWMC 2019 Financial Plan policies related to Capital Planning and Financing. A current, DEQ-approved Facilities Plan is required for certain financing opportunities and project approvals.

Project Trigger: The MWMC's 2022 NPDES permit renewal presented the first new permit conditions imposed in 20 years. The 2021 stormwater planning portion for the WPCF was triggered to address local building permit requirements for MWMC upcoming construction projects. The remaining project scope is focusing on MWMC planning for the next 20 years and beyond.

Estimated Project Cost: \$3,550,000

Estimated Cash Flow: FY 18-19 = \$35,701; FY 19-20 = \$15,174; FY 20-21 = \$70,567;
FY 21-22 = \$2,136; FY 22-23 = \$211,217; FY 23-24 = \$1,361,158;
FY 24-25 = \$1,554,048; FY 25-26 = \$300,000

Expenditure/Category:	Prior	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
	Years	Est. Act.						
Design/Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$1,695,952	\$1,554,048	\$300,000	\$0	\$0	\$0	\$0	\$3,550,000
Total Cost	\$1,695,952	\$1,554,048	\$300,000	\$0	\$0	\$0	\$0	\$3,550,000

FACILITY PLAN ENGINEERING SERVICES (P80110)



Description:	Engineering/technical/vendor services for analysis, project definition, cost estimating, design feedback, follow up approvals, and general consultation regarding the MWMC Facilities Plan follow up support. The related project P80090 for consultant services was closed out in FY 21-22.
Status:	Pursuant to the issuance of the 2022 NPDES permit, MWMC representatives began updating the Facilities Plan under P80101 and will need follow up support via P80110 Facility Plan Engineering Services. As required by the NPDES permit #102486 (page 12 and 38) and before September 15, 2025, the MWMC must provide an inspection report to the DEQ of the treatment plant outfall system. The P80110 funding will support the inspection and evaluation of the MWMC outfall system.
Justification:	Consultant services to provide ongoing technical and engineering services as needed after the MWMC Comprehensive Facilities Plan Update (P80101).
Project Driver:	Ongoing engineering/technical/vendor services via P80110.
Project Trigger:	Ongoing need.
Estimated Cost:	\$1,280,000 (2024 to 2030)
Estimated Cash Flow:	FY 24-25 = \$300,000; FY 25-26 = \$300,000; FY 26-27 = \$160,000; FY 27-28 = \$160,000; FY 28-29 = \$160,000; FY 29-30 = \$200,000

Expenditure/Category:	<u>Prior</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total</u>
	<u>Years</u>	<u>Est. Act.</u>						
Design/Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$300,000	\$300,000	\$160,000	\$160,000	\$160,000	\$200,000	\$1,280,000
Total Cost	\$0	\$300,000	\$300,000	\$160,000	\$160,000	\$160,000	\$200,000	\$1,280,000

PARTIAL FACILITY PLAN UPDATE (P80103)



Description: This project provides a 5-year update to the Comprehensive Facilities Plan (P80101) that will help verify and re-evaluate the MWMC assumptions, projections, and project cost estimates. The Partial Facilities Plan Update (P80103) reviews the new and evolving regulatory drivers, identifies technology changes/opportunities, evaluates needed adjustments, and provides new recommendations. The MWMC NPDES permit #102486 renewal date is September 30, 2027.

Status: Anticipate starting work in FY 2027-28 or as needed.

Justification: The information and basis of the Comprehensive Facilities Plan requires regular updating to ensure knowledge, data, regulations, and performance issues behind Facilities Plan recommendations are current and recommended projects are adapted and adopted based on the newest available information.

Project Driver: Ongoing goal to keep MWMC planning up to date.

Project Trigger: Scheduled update. The next MWMC NPDES permit renewal date is September 30, 2027.

Estimated Project Cost: \$650,000 (continue to evaluate scope of work and cost)

Estimated Cash Flow: FY 27-28 = \$320,000; FY 28-29 = \$330,000

<u>Expenditure/Category:</u>	<u>Prior Years</u>	<u>2024-25 Est. Act.</u>	<u>2025-26</u>	<u>2025-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total</u>
Design/Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$650,000	\$0	\$0	\$650,000
Total Cost	\$0	\$0	\$0	\$0	\$650,000	\$0	\$0	\$650,000

GLENWOOD PUMP STATION UPGRADE (P80064)

- Description:** Expand Glenwood pump station capacity to accommodate growth and meet Oregon Department of Environmental Quality (DEQ) wastewater pump station design requirements. The pump station was designed with stalls for additional pumps. Two pumps were installed in 1995 with space for two additional pumps to be added when wastewater flow to the pump station increases with development of the Glenwood and Laurel Hill basins. In 2019, the P80096 Resiliency Planning study recommended onsite geotechnical evaluation and additional improvements.
- Status:** As of December 2024, the project is at 60% design development. One existing pump can provide peak output around 3,500 GPM (5.04 MGD). The Eugene/Springfield subbasin future peak output needed is estimated to be around 7.5 MGD for Glenwood pump station with the largest pump out of service.
- Justification:** Additional pumping capacity will be required at this MWMC pump station to handle increasing flows in the Glenwood area (Springfield) and the Laurel Hill area (Eugene).
- Project Driver:** Oregon DEQ wastewater pump station redundancy requirements and 2019 Resiliency study recommendations.
- Project Trigger:** Information from 2023 onsite testing of existing pump/pipe system identified the need to upgrade the Glenwood pump station.
- Estimated Project Cost:** \$2,600,000 (continue to evaluate cost estimates in 2025)
- Estimated Cash Flow:** FY 20-21 = \$1,426; FY 21-22 = \$43,259; FY 22-23 = \$106,469; FY 23-24 = \$155,812; FY 24-25 = \$593,034; FY 25-26 = \$1,100,000; FY 26-27 = \$600,000

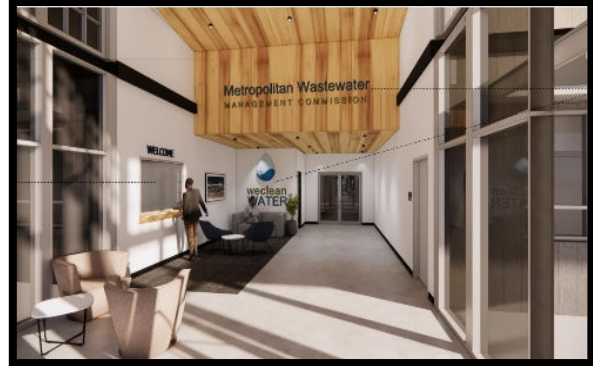
<u>Expenditure/Category:</u>	<u>Prior Years</u>	<u>2024-25 Est. Act.</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total</u>
Design/Construction	\$306,966	\$593,034	\$1,700,000	\$0	\$0	\$0	\$0	\$2,600,000
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost	\$306,966	\$593,034	\$1,700,000	\$0	\$0	\$0	\$0	\$2,600,000

AERATION SYSTEM UPGRADES [2023-2026] (P80113)

- Description:** In 2020 and 2021, Brown and Caldwell evaluated the existing aeration systems and provided recommendations in January 2022 via project P80100. The P80113 project will implement the design and construction of additional upgrades/changes to the existing aeration systems by year 2028. Upgrades to the westerly existing aeration basins are anticipated after year 2031.
- Status:** As of January 2025, the Commission was updated on December 13, 2024 and the P80113 project is nearing final design. Also, the project was submitted for construction permits to prepare for the upcoming bidding in 2025. The project budget increased to include some asset management funds as discussed in the December 13, 2024 meeting.
- Justification:** Update aging (1984) equipment/systems such as piping, electrical, communication technology, blowers, HVAC, and other components related to the aeration system which is part of the secondary treatment process.
- Project Driver:** Ongoing efforts to keep MWMC existing systems reliable and achieve required performance outcomes to address the National Pollution Discharge Elimination System (NPDES) permit #102486.
- Project Trigger:** Need to address aging aeration systems for reliability and performance upgrades.
- Estimated Project Cost:** \$40,000,000 (asset management, project delivery, design, permits, construction, etc.)
- Estimated Cash Flow:** FY 22-23 = \$804,235; FY 23-24 = \$1,737,423; FY 24-25 = \$2,158,342; FY 25-26 = \$10,500,000; FY 26-27 = \$12,500,000; FY 27-28 = \$10,300,000; FY 28-29 = \$2,000,000

Expenditure/Category:	Prior	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
	Years	Est. Act.						
Design/Construction	\$2,541,658	\$2,158,342	\$35,300,000	\$0	\$0	\$0	\$0	\$40,000,000
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost	\$2,541,658	\$2,158,342	\$35,300,000	\$0	\$0	\$0	\$0	\$40,000,000

ADMINISTRATION BUILDING IMPROVEMENTS (P80104)



Description: This project will address the Administration/Operations Building workspace needs at the Water Pollution Control Facility (WPCF). It is a follow up to the 2018-2019 construction of the P80085 new laboratory building and expansion of the existing maintenance building. In 2019, the P80096 Resiliency Planning study recommended: a) constructing a new building for immediate occupancy/use after a major natural disaster, or b) upgrade the existing building for immediate occupancy post-earthquake (magnitude 9.0 event). Alternatives were studied to meet workspace needs and a decision to construct a new building in the existing building's footprint was selected by the MWMC.

Status: As of January 2025, the Administration/Operations Building project P80104 was approved for a construction contract at the MWMC September 13, 2024 meeting. The general contractor mobilized onsite, and demolition of the old building should occur in 2025.

Justification: The original design and construction of the WPCF Administration/Operations Building was completed February 1982 under older building codes. Since that time, use of the building and associated construction codes has changed substantially necessitating the need to re-evaluate the MWMC building options to address level of service goals after a natural disaster (earthquake or flooding).

Project Driver: The need to update the existing Administration/Operations building is driven by the necessity to provide a safe and efficient work environment for the WPCF staff. Many of the planned changes stem from a changing wastewater/environmental business because of changing regulations since the WPCF was originally constructed in 1982. Also, address the P80096 recommended level of service goals to operate after a Cascadia Zone earthquake.

Project Trigger: Expansion and changes needed for functionality, safety, and natural disaster resiliency.

Estimated Project Cost: \$28,000,000

Estimated Cash Flow: FY 20-21 = \$17,937; FY 21-22 = \$209,786; FY 22-23 = \$1,317,424; FY 23-24 = \$941,342; FY 24-25 = \$8,713,512; FY 25-26 = \$16,000,000; FY 26-27 = \$800,000

Expenditure/Category:	Prior	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
	Years	Est. Act.						
Design/Construction	\$2,486,489	\$8,713,512	\$16,800,000	\$0	\$0	\$0	\$0	\$28,000,000
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost	\$2,486,489	\$8,713,512	\$16,800,000	\$0	\$0	\$0	\$0	\$28,000,000

ELECTRICAL SWITCHGEAR & TRANSFORMER REPLACEMENT (P80115)

- Description:** The main electrical switchgear at the Water Pollution Control Facility (WPCF) and Willakenzie Pump Station (WPS) were installed in 1983 during construction of the MWMC regional facilities. The purpose of the equipment is to take utility power and provide it to various process areas with the use of switches. Within the switchgear are medium voltage breakers to safely isolate the facility from the electricity provider (EWEB), as well as protect the utility from electrical faults at the site. This project will replace and upgrade the existing switchgears and medium voltage transformers.
- Status:** As of January 2025, the P80115 project is under contract for construction. The construction contract was authorized during the MWMC September 13, 2024 meeting. The construction contractor has begun development of key long-lead product submittals for MWMC design consultant review and approval.
- Justification:** The main electrical switchgear for the WPCF and the WPS have reached the end of their service life and need to be replaced. Eighteen (18) medium voltage (MV) transformers throughout both sites are in similar condition. Major delays in equipment delivery times have placed a sense of urgency on procuring this equipment. Streamlining project delivery, design and construction, the impact of outages to plant operations can be minimized if all equipment is replaced together through one project.
- Project Driver:** Main switchgear and MV transformers are of paramount importance to plant operations. Replacing switchgear is a major undertaking that involves large temporary power sources, specialized contractors, long equipment lead times, manufacturer field testing, and significant coordination to reduce disruption to plant operation.
- Project Trigger:** The September 2022 condition assessment, coupled with recent arcing events, has concluded the switchgear at the WPCF and WPS have reached the end of their useful life and need to be replaced, and it is anticipated that the MV transformers are not far behind.
- Estimated Project Cost:** \$17,000,000 (reduced budget based on construction bid received August 13, 2024)
- Estimated Cash Flow:** FY 22-23 = \$117,538; FY 23-24 = \$730,231; FY 24-25 = \$1,252,231; FY 25-26 = \$4,600,000; FY 26-27 = \$7,600,000; FY 27-28 = \$2,700,000

Expenditure/Category:	Prior	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
	Years	Est. Act.						
Design/Construction	\$847,769	\$1,252,231	\$14,900,000	\$0	\$0	\$0	\$0	\$17,000,000
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost	\$847,769	\$1,252,231	\$14,900,000	\$0	\$0	\$0	\$0	\$17,000,000

WATER QUALITY TRADING PROGRAM (P80112)



Description: The MWMC Water Quality Trading Program secures regulatory credits for meeting thermal load reduction through watershed restoration. The program fulfills the objectives of the Water Quality Trading Plan under the MWMC NPDES permit as approved November 2022, which defines the MWMC eligible trading area in the upper Willamette basin. The program is implemented via the MWMC's contractor-provided Credit Program Manager services with support of the MWMC's membership in the Pure Water Partners. Water quality trading credits comprise the MWMC's primary strategy for thermal load limit compliance and may provide ancillary future water quality and/or environmental benefits.

Status: The MWMC has a DEQ-approved Water Quality Trading Plan for NPDES permit compliance. As of March 2019, the MWMC procured The Freshwater Trust (www.thefreshwatertrust.org) as the MWMC Credit Program Manager. As of November 2022, the MWMC has an active agreement with The Freshwater Trust to implement the permit-compliance water quality trading program scope of work to meet the 5-year credit timeline of the NPDES permit Compliance Schedule through 2027. Credits established through 2027 are invoiced over 4-year installments as registered and continue to be monitored and maintained for a period of 20 years. As of December 2024, the MWMC has recorded 81.97 Mkal/day of credits out of a 5-year target minimum of 200 Mkal/day.

Justification: The Water Quality Trading Program will help provide cost-effective strategies for most of the thermal load compliance dates as required under the MWMC NPDES permit #102486 renewed in November 2022.

Project Driver: Implementation of updated thermal load limits in the MWMC's 2022 NPDES permit.

Project Trigger: The NPDES permit renewal includes a 15-year Compliance Schedule with a 5-year milestone of 200 Mkal/day of credits due by October 2027.

Estimated Project Cost: \$13 million (timing estimate from 2022 to 2034)

Estimated Cash Flow: FY 22-23 = \$760,026; FY 23-24 = \$896,865; FY 24-25 = \$2,043,109; FY 25-26 = \$2,000,000; FY 26-27 = \$1,800,000; FY 27-28 = \$1,400,000; FY 28-29 = \$600,000; FY 29-30 = \$250,000; FY 30-31 = \$150,000; FY 31-32 = \$1,050,000; FY 32-33 = \$1,050,000; FY 33-34 = \$1,000,000

	Prior Years	2024-25 Est. Act.	2025-26	2026-27	2027-28	2028-29	2029-30	Total
Expenditure/Category:								
Design/Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$1,656,891	\$2,043,109	\$9,300,000	\$0	\$0	\$0	\$0	\$13,000,000
Total Cost	\$1,656,891	\$2,043,109	\$9,300,000	\$0	\$0	\$0	\$0	\$13,000,000

CLASS A DISINFECTION FACILITIES (P80098)



Description: Provides disinfection, storage, and distribution facilities needed to bring tertiary filtered effluent to Class A standards on a consistent and reliable basis for initial demonstration of recycled water uses on- and off-site of the MWMC treatment site. The P80098 project includes the design, bidding, construction, and permitting of Class A recycled water disinfection facilities.

Status: As of January 2025, the project team is evaluating the MWMC existing filtration system and completing agreements for grant and loan funding of the project. Staff expects permitting, bidding, and construction work starts in 2025.

Justification: Class A recycled water is necessary to expand recycled water to landscaping, street tree, and industrial uses. Demonstration of Class A quality and reliability is necessary to build stakeholder acceptance for initial and future adoption of recycled water uses to meet community water resource management goals.

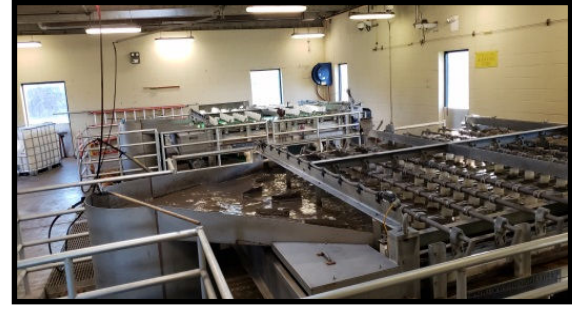
Project Driver: The Thermal Load Mitigation Alternatives Evaluation, Recycled Water Program Implementation Planning, Phase 2 Study (dated August 2014) recommended demonstration of Class A recycled water use to address stakeholder acceptability issues identified as barriers to broader recycled water uses. The May 2023 MWMC Thermal Load Mitigation Study submitted to DEQ for NPDES permit compliance requirements identifies the 1.3 million gallon per day (MGD) Class A recycled water facilities as an asset strategy towards meeting final effluent thermal load limits.

Project Trigger: Pilot recycled water demonstration sites with willing, ready-to-proceed partners have been identified, including City of Eugene (street tree watering) and industrial aggregate sites for equipment washing.

Estimated Project Cost: \$10.4 million (recycled water Class A infrastructure and upgrade one structure for 9.0 magnitude earthquake preparedness related to MWMC P80096 level of service goals)

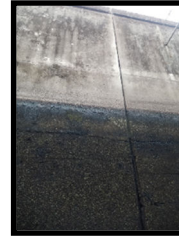
Estimated Cash Flow: FY 18-19 = \$836; FY 19-20 = \$15,934; FY 20-21 = \$339,068; FY 21-22 = \$761,685; FY 22-23 = \$56,904; FY 23-24 = \$26,209; FY 24-25 = \$399,364; FY 25-26 = \$7,000,000; FY 26-27 = \$1,800,000

	Prior	2024-25							
Expenditure/Category:	Years	Est. Act.	2025-26	2026-27	2027-28	2028-29	2029-30	Total	
Design/Construction	\$1,200,636	\$399,364	\$8,800,000	\$0	\$0	\$0	\$0	\$10,400,000	
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Cost	\$1,200,636	\$399,364	\$8,800,000	\$0	\$0	\$0	\$0	\$10,400,000	

WASTE ACTIVATED SLUDGE THICKENING (P80078)

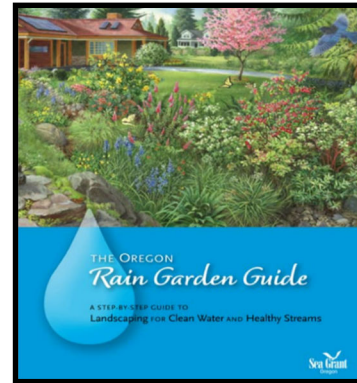
Description:	Third Gravity Belt Thickener (GBT) with associated at-grade building. Assumes additional basement floor space is not required. Treatment plant staff would like to reconsider the P80078 solution/technology moving forward.
Status:	Continue to monitor the timing of this project and P80101 facility planning findings/recommendations in 2025.
Justification:	Provide additional capacity for Waste Activated Sludge (WAS) thickening process.
Project Driver:	Additional capacity to provide WAS thickening with one unit offline at upper limit flow projections.
Project Trigger:	Exceeding solids and hydraulic loading rate design criteria.
Estimated Project Cost:	\$6,500,000 (evaluate cost estimates during P80078 design development phase)
Estimated Cash Flow:	FY 24-25 = \$250,000; FY 25-26 = \$1,340,000; FY 26-27 = \$4,600,000; FY 27-28 = \$310,000

<u>Expenditure/Category:</u>	<u>Prior</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total</u>
	<u>Years</u>	<u>Est. Act.</u>						
Design/Construction	\$0	\$250,000	\$6,250,000	\$0	\$0	\$0	\$0	\$6,500,000
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost	\$0	\$250,000	\$6,250,000	\$0	\$0	\$0	\$0	\$6,500,000

REPAIR CLARIFIERS & FINAL TREATMENT (P80118)

Description:	In 2023, condition assessment efforts found existing structures needing repair work related to primary clarifiers (1980) and final treatment (1983). This project will look for solutions to repair and/or replace existing concrete and other systems related to MWMC past construction contracts C2 (primary treatment) and C6 (final treatment).
Status:	As of December 2024, staff received MWMC approval to create a new consultant agreement related to P80118 project scoping via task order(s) for pre-design and design work.
Justification:	Need to continue fixing aging infrastructure based on existing conditions and risk.
Project Driver:	Repair and/or replace existing infrastructure.
Project Trigger:	Fix structural system issues before impacting the MWMC treatment plant process.
Estimated Project Cost:	\$10,000,000 (evaluate cost estimates during design development)
Estimated Cash Flow:	FY 24-25 = \$250,000; FY 25-26 = \$2,500,000; FY 26-27 = \$3,400,000; FY 27-28 = \$3,700,000; FY 28-29 = \$150,000

<u>Expenditure/Category:</u>	<u>Prior Years</u>	<u>2024-25 Est. Act.</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total</u>
Design/Construction	\$0	\$250,000	\$3,500,000	\$6,250,000	\$0	\$0	\$0	\$10,000,000
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost	\$0	\$250,000	\$3,500,000	\$6,250,000	\$0	\$0	\$0	\$10,000,000

WPCF STORMWATER INFRASTRUCTURE (P80111)

Description:	Retrofit and/or change existing stormwater infrastructure at the Water Pollution Control Facility (WPCF). Also, update the WPCF Conditional Use Permit (CUP) related to stormwater infrastructure planning for upcoming construction.
Status:	As of December 2024, Jacobs staff provided a Stormwater Master Plan (SWMP) dated December 16, 2021 with consultant recommendations including the need to update the WPCF existing CUP related to stormwater systems. Staff continues to monitor the MWMC upcoming construction projects and P80101 facilities planning work.
Justification:	WPCF existing stormwater and drainage systems need to be retrofitted and/or changed for upcoming construction permit approvals.
Project Driver:	Maintain compliance with local and state stormwater requirements at the WPCF.
Project Trigger:	Each infrastructure hard-surface change at the WPCF can trigger stormwater quality and quantity onsite controls related to project permit requirements.
Estimated Project Cost:	\$600,000 (continue to evaluate cost of updating WPCF CUP for stormwater, retrofit existing three bioswales to rain gardens, add new rain gardens, and/or system changes)
Estimated Cash Flow:	FY 24-25 = \$60,000; FY 25-26 = \$230,000; FY 26-27 = \$310,000

Expenditure/Category:	Prior	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
	Years	Est. Act.						
Design/Construction	\$0	\$60,000	\$540,000	\$0	\$0	\$0	\$0	\$600,000
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost	\$0	\$60,000	\$540,000	\$0	\$0	\$0	\$0	\$600,000

RESILIENCY FOLLOW-UP (P80109)

**Description:**

This project provides follow-up evaluation and some implementation of the P80096 Resiliency Study (Disaster Mitigation and Recovery Plan - dated March 2020). The 2019 study recommended seismic and flooding mitigation projects estimated at \$34.6 million to be coordinated with the MWMC ongoing infrastructure/facilities construction program. The main objective is to address “level of service” goals before a natural disaster such as a 9.0 magnitude earthquake or major flooding. Also, the MWMC should continue to communicate with the agencies that prepare for natural disasters that relate to the Eugene/Springfield community.

Status:

Past work includes consultant teams completed geotechnical assessments near the Owosso Bridge, Willakenzie pump station, WPCF Headworks structures, and Glenwood pump station. Received consultant cost estimates in 2022 for seismic retrofits to the Owosso Bridge. As of January 2025, continue to review the P80101 Facilities Plan recommended project priorities for years 2025 to 2045.

Justification:

The MWMC’s facilities and wastewater conveyance and treatment services are integral to protection of the community and public health following a major disaster such as the anticipated Cascadia Subduction Zone Earthquake and/or major flooding.

Project Driver:

Cost effectively ensure reasonable recovery of MWMC’s core facilities and services following major disaster impacts after earthquake or flooding.

Project Trigger:

Per Commission direction, consultant work began in July 2018. The MWMC plan with consultant recommendations is dated March 2020. Established consultant agreements in 2021 with four engineering consultants for on-call services through March 2026.

Estimated Project Cost: Mitigation recommendations estimate: \$34.6 million (2019 dollars)

Estimated Cash Flow: FY 20-21 = \$4,092; FY 21-22 = \$173,133; FY 22-23 = \$13,408; FY 23-24 = \$1,920; FY 24-25 = \$178,080; FY 25-26 = \$500,000; FY 26-27 = \$800,000; FY 27-28 = \$2,000,000; FY 28-29 = \$3,000,000; FY 29-30 = \$3,000,000, and continue the MWMC mitigation work estimated over \$34 million

<u>Expenditure/Category:</u>	<u>Prior</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total</u>
	<u>Years</u>	<u>Est. Act.</u>						
Design/Construction	\$0	\$178,080	\$500,000	\$800,000	\$2,000,000	\$3,000,000	\$3,000,000	\$9,478,080
Other	\$192,553	\$0	\$0	\$0	\$0	\$0	\$0	\$192,553
Total Cost	\$192,553	\$178,080	\$500,000	\$800,000	\$2,000,000	\$3,000,000	\$3,000,000	\$9,671,000

RECYCLED WATER DEMONSTRATION PROJECTS (P80099)



Description: This project provides for stakeholder engagement, community communication/outreach, and any additional design, construction, permitting, and implementation of recycled water point-of-use needs beyond the MWMC's point-of-delivery of Class A recycled water product.

Status: As of 2024: Pilot Class A recycled water demonstration sites with ready-to-proceed partners have been identified, including City of Eugene street-tree watering and industrial aggregate site uses. Letters of intent from these partners were secured in 2020. Regulatory readiness was addressed with DEQ during the NPDES 2022 permit renewal in anticipation of project launch during the 2022-2027 permit cycle. A consultant-led outreach strategy was developed, including engaging a recycled water use advisory network in tandem with the Class A Disinfection Facilities (P80098) construction phase.

Justification: Recycled water use may be an important strategy for diverting effluent from the Willamette River to meet NPDES permit discharge limits for temperature and other water quality benefits. Development of Class A recycled water is an identified water resource strategy in EWEB's *Water Management and Conservation Plan* (July 2018) and the *Eugene/Springfield Area Multi-Jurisdictional Natural Hazards Mitigation Plan* (January 2020). The MWMC project is a case example for DEQ's advancement of Oregon recycled water regulatory approvals.

Project Driver: The Thermal Load Mitigation Alternatives Evaluation-Recycled Water Program Implementation Planning, Phase 2 Study (dated August 2014) identified demonstration scale use of Class A recycled water was needed to address stakeholder acceptability issues identified as barriers to full-scale recycled water uses. The project is identified as a permit compliance strategy with DEQ.

Project Trigger: The MWMC November 2022 NPDES permit included new temperature limits and imposes a 15-year compliance schedule to fully meet new effluent limits. The permit requires identification of a long-term strategy to meet the compliance schedule.

Estimated Project Cost: \$410,000 (continue to monitor P80099 costing)

Estimated Cash Flow: FY 19-20 = \$27,899; FY 20-21 = \$16,859; FY 21-22 = \$11,121; FY 22-23 = \$19,501; FY 23-24 = \$40,869; FY 24-25 = \$58,752; FY 25-26 = \$85,000; FY 26-27 = \$150,000

	<u>Prior</u>	<u>2024-25</u>						
<u>Expenditure/Category:</u>	<u>Years</u>	<u>Est. Act.</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total</u>
Design/Construction	\$116,248	\$58,752	\$235,000	\$0	\$0	\$0	\$0	\$410,000
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost	\$116,248	\$58,752	\$235,000	\$0	\$0	\$0	\$0	\$410,000

OWOSSO BRIDGE SEISMIC UPGRADES (P80116)

Description:	This project was identified in the Disaster Mitigation and Recovery Plan (March 2020). The MWMC owns the Owosso Bridge (constructed in 1982) and has infrastructure attached to the bridge.
Status:	Under the MWMC project P80109 work related to the Owosso Bridge, the MWMC received a geotechnical seismic analysis consultant report dated June 23, 2022. In August 2022, an engineering consultant provided updated cost estimates for Owosso Bridge seismic retrofits. Staff is looking for grant funding opportunities that could support the P80116 project.
Justification:	The MWMC's facilities and wastewater conveyance/treatment services are integral to protection of the community and public health following a major disaster such as the anticipated Cascadia Subduction Zone Earthquake.
Project Driver:	Cost effectively ensure reasonable recovery of MWMC's core facilities and services following major disaster impacts after earthquake and/or river flooding.
Project Trigger:	Ongoing effort to address level of service recommendations/improvements from the Disaster Mitigation and Recovery Plan dated March 2020 (older project P80096).
Estimated Project Cost:	\$6,500,000 (evaluate cost estimating during design development)
Estimated Cash Flow:	FY 26-27 = \$800,000; FY 27-28 = \$2,700,000; FY 28-29 = \$2,800,000; FY 29-30 = \$200,000

	<u>Prior</u>	<u>2024-25</u>						
<u>Expenditure/Category:</u>	<u>Years</u>	<u>Est. Act.</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>Total</u>
Design/Construction	\$0	\$0	\$0	\$1,500,000	\$5,000,000	\$0	\$0	\$6,500,000
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost	\$0	\$0	\$0	\$1,500,000	\$5,000,000	\$0	\$0	\$6,500,000

TERTIARY FILTRATION - PHASE 2 (P80102)



Description: The phased work program anticipates installing infrastructure/support facilities for 30 MGD of filters for tertiary filtration of secondary treated effluent. Phase 2 is planned to install filter system technology sufficient for another 10 MGD of treatment that will increase the total filtration capacity to 20 MGD. The Phase 3 project will install the remaining filtration technology to meet the capacity needs identified in the 2004 MWMC Facilities Plan and evaluate any new planning information.

In January 2016, the project scope and cost (estimate \$530K in 2015) increased to include updating electrical switchgear and installing tertiary filter flushing headers/pipe vents.

Status: Tertiary Filtration (Phase 2) project is anticipated to start P80102 design development in FY 27-28. Continue to evaluate timing based on upcoming P80101 planning information.

Justification: The 2004 MWMC Facilities Plan proposes filters on a phased work program. Filtration provides high quality secondary effluent to help meet permit requirements and potential Class A recycled water product for public and/or private partnerships.

Project Driver: Performance reliability to meet the dry weather NPDES Permit total suspended solids limits, reuse development, and compliance with effluent limits during peak flow conditions.

Project Trigger: NPDES permit compliance for total suspended solids (TSS): Dry weather maximum month flow in excess of 49 MGD. Also, provide higher quality effluent so that reuse options can be developed. Continue to evaluate the project timing based on the MWMC upcoming P80101 Facilities Planning information.

Estimated Project Cost: \$17,000,000 (re-evaluate during the P80101 Comprehensive Facilities Plan Update)

Estimated Cash Flow: FY 27-28 = \$300,000; FY 28-29 = \$1,900,000; FY 29-30 = \$6,300,000; FY 30-31 = \$7,300,000; FY 31-32 = \$1,200,000

Expenditure/Category:	<u>Prior</u>	<u>2024-25</u>	2025-26	2026-27	2027-28	2028-29	2029-30	Total
	<u>Years</u>	<u>Est. Act.</u>						
Design/Construction	\$0	\$0	\$0	\$0	\$7,000,000	\$10,000,000	\$0	\$17,000,000
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost	\$0	\$0	\$0	\$0	\$7,000,000	\$10,000,000	\$0	\$17,000,000

AGENDA ITEM SUMMARY S P R I N G F I E L D C I T Y C O U N C I L	Meeting Date:	05/05/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Erin Fifield/Community Development
	Staff Phone No:	541-726-2302
	Estimated Time:	10 Minutes
	Council Goals:	Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

ITEM TITLE:

Fiscal Year 2026 Community Development Block Grant (CDBG) Annual Action Plan

ACTION REQUESTED:

Approve the Community Development Advisory Committee's recommendation on allocating funding for the Fiscal Year 2026 Community Development Block Grant 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:

Each spring, City Council must approve funding allocations for the use of Community Development Block Grant (CDBG) funds for the next fiscal year in a document called the Annual Action Plan. For Fiscal Year 2026, it is estimated that \$575,000 in CDBG funds will be available. The U.S. Department of Housing and Urban Development has not yet issued Springfield's final entitlement award; however, the Springfield Community Development Advisory Committee (CDAC) has issued a recommendation to Council on how to allocate funds once that award is finalized.

DISCUSSION/FINANCIAL IMPACT:

The Fiscal Year 2026 (FY26) CDBG Annual Action Plan needs to be submitted to the U.S. Department of Housing and Urban Development (HUD) by August 16 in order to receive funds for FY26. However, the City can't submit its Action Plan until HUD finalizes its entitlement award to the City, which has not yet occurred. Approving the Plan now, with direction on how to allocate funds, gives the City flexibility to submit our Action Plan quickly once the award is finalized. The sooner we submit the Action Plan, the sooner our grant agreement can be signed.

Based on previous allocations and other revenue, the City estimates \$575,000 will be available for FY26.

As part of the City's public involvement process for these funds, the Springfield Community Development Advisory Committee (CDAC) held two public hearings on February 5 and April 2. A DRAFT Action Plan was made available for a 30-day public comment period. No comments were received. At the April 2 CDAC meeting, the CDAC made a recommendation to City Council for the FY26 CDBG Annual Action Plan to support the following:

- Home Repair Program -- maintenance and repair existing housing of very low-income homeowners to address health, safety, and accessibility issues;
- Lane County Human Services Division -- support to local social service agencies serving low-income Springfield residents; and
- Funding to support grant planning and administration.

Attachments

1. Council Briefing Memo
2. FY26 CDBG Annual Action Plan

MEMORANDUM

City of Springfield

Date: 5/5/2025**To:** Nancy Newton, City Manager**COUNCIL****From:** Erin Fifield, Community Development Analyst
Jeff Paschall, Community Development Division
Director**BRIEFING****Subject:** FISCAL YEAR 2026 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG)
ANNUAL ACTION PLAN**MEMORANDUM**

ISSUE: Each spring, City Council must approve funding allocations for the use of Community Development Block Grant (CDBG) funds for the next fiscal year in a document called the Annual Action Plan. For Fiscal Year 2026, it is estimated that \$575,000 in CDBG funds will be available. The U.S. Department of Housing and Urban Development has not yet issued Springfield's final entitlement award; however, the Springfield Community Development Advisory Committee (CDAC) has issued a recommendation to Council on how to allocate funds once that award is finalized.

COUNCIL GOALS/**MANDATE:**

Promote and Enhance our Hometown Feel While Focusing on Livability and Environmental Quality

BACKGROUND:*Fiscal Year 2026 CDBG Annual Action Plan*

Each year, the City is entitled to receive an allocation of CDBG funds from the U.S. Department of Housing and Urban Development (HUD). To do so, the City must develop an Annual Action Plan describing how it plans to allocate funds to address local community needs. The proposed uses of funding must align with allowed uses and with the local community needs and strategies identified in the 2025 Eugene-Springfield Consolidated Plan. This Action Plan will align with the first year of the Consolidated Plan.

Revenues

The revenues expected in Fiscal Year 2026 (FY26) through the CDBG program include an entitlement allocation of \$534,000 from HUD, as well as other funds including program income from CDBG loans that have been paid off. This Annual Action Plan does NOT include CDBG funds allocated in previous years for projects that are ongoing.

CDBG REVENUES (estimated)	Amount (TOTAL)
FY 26 Entitlement Funds	\$ 534,000
Other funds	\$ 41,000
TOTAL	\$ 575,000

Public Participation

The DRAFT FY2026 CDBG Annual Year Action Plan (Attachment 2) was released for public comment for 30 days in March. The Springfield Community Development Advisory Committee held two public hearings on February 5 and April 2, 2025. No comments were received.

Update on prior year CDBG projects

CDAC members wanted information on prior year funded CDBG activities that are currently ongoing, as well as other City efforts that address the strategies, in order to help inform their recommendation. A summary of strategies and activities are below.

- Increase the supply of affordable housing
 - City has made available federal American Rescue Plan Act funding for developers to apply for funds to purchase land for future income-qualified affordable housing. No CDBG funds are being used toward this strategy.
- Rehabilitate existing housing stock
 - Springfield Home Repair Program
 - This program serves very-low income homeowners earning no more than 50% area median income with grants to pay for home repairs to address health, safety, and accessibility issues. The program has seen a record number of work orders and clients served this year, as well as increased costs for materials and labor. Based on current estimates, the City anticipates spending nearly \$400,000 of CDBG funds on this program in FY25.
 - Rental Rehab – McKenzie Village Apartments
 - Homes for Good was awarded \$311,000 in CDBG funds to reroof 52 housing units at their public housing development, McKenzie Village. Homes for Good anticipates completing the project in Fall 2025.
- Provide homeownership assistance
 - The CDBG Springfield Home Ownership Program (SHOP) provides low-income homebuyers earning less than 80% area median income with a no-interest loan to put toward the downpayment or other purchasing costs of a home in Springfield. The City has close to \$120,000 available for this activity but has not yet processed a loan this fiscal year. DevNW staff are providing assistance to administer the program and conduct outreach. Several households applied for funding, but the requests have fallen through for various reasons. It continues to be challenging to find habitable homes at a price point affordable to low-income homebuyers.
- Support human services system
 - Contribution to Lane County Human Services Division
 - Social service needs continue to be greater than funds available. Per CDBG rules, the City's ability to contribute to this Strategy is capped at 15% of Entitlement and Program Income. The City continues to allocate the maximum allowed to this strategy each year.
 - ADA bathrooms in City Hall
 - The City used CDBG funds to pay for pre-construction architectural drawings to renovate the bathrooms in City Hall to be ADA compliant. Those drawings have been completed and accepted by staff. The City anticipates starting construction on this project later in 2025 with non-CDBG funds.
 - Relief Nursery – land acquisition
 - The City allocated approximately \$200,000 in prior year CDBG funding toward Relief Nursery's capital facility project to acquire land that would enable them to construct a new building to expand their existing service center in Springfield. The City continues to work toward completed the HUD-required environmental and aims to finish acquisition Summer 2025.
- Promote economic development
 - Microenterprise childhood support
 - The City allocated prior year funding to support new in-home childcare businesses in Springfield with \$5,000 start-up grants. Businesses must have completed Lane Community College's Early Childcare Business Accelerator

Program and received their license or certification. It has been difficult to anticipate the demand for this program. The City continues to have CDBG funds available.

- Improve low-income neighborhoods
 - Tree planting in low-income, low-canopy neighborhoods
 - This City's Development and Public Works' Operations Division used CDBG funds to purchase and plant 60 trees in low-income neighborhoods in Springfield. As of March 2025, all trees have been planted.
- Grant administration
 - This allocation pays for the planning and administration of the CDBG grant. The staffing costs for the City continue to exceed what is available to fund through this grant. The City continues to allocate the maximum allowed (20% of entitlement funds) to this activity each year.

HUD Funding

As of April 25, 2025, the City has not yet received its FY26 CDBG entitlement amount. The draft Action Plan is using estimated revenues to put forward a budget allocation for approval. HUD has given guidance that an elected body can formally approve the process by which the City will allocate funds, and then apply that process once the awards are finalized.

The Congressional funding bill approved in March 2025 includes funding for the CDBG program that is similar to last year's allocation. Staff anticipate the City's FY26 CDBG award will be similar to this year's award.

Community Development Advisory Committee (CDAC) recommendation

Given current demand for the Home Repair Program, and the current status of other funded activities, the CDAC recommends the City allocate FY26 CDBG funding as follows:

- Provide the maximum award amount of 15% of entitlement funds and available program income to the Lane County Human Services Division
- Provide the maximum award amount of 20% of entitlement funds and available program income toward Grant Administration and Planning costs.
- Award the remaining amount of funds to the Home Repair Program, up to \$400,000.
- Allow any remaining funds to be unallocated for future discussion.

This formula matches the existing draft allocation, as included in Attachment 2.

Next steps

Once the FY26 CDBG entitlement awards amounts are known, City staff will proceed with finalizing the FY26 CDBG Annual Action Plan with revised amounts, in line with Council's direction, and submitting the Action Plan for HUD's review.

RECOMMENDED ACTION: Approve the CDAC's recommendation on how to allocate FY26 funding once funding is finalized.

City of Springfield – CDBG Program Fiscal Year 2026 Annual Action Plan

This summary describes specific housing and community development actions and activities the City of Springfield proposes to undertake with Community Development Block Grant (CDBG) funds during the program year beginning July 1, 2025 and ending June 30, 2026 (Fiscal Year 2026).

Communities that are entitled to receive funds from U.S. Department of Housing and Urban Development (HUD) must complete a Consolidated Plan every five years as well as annual Action Plans. The Consolidated Plan provides an assessment of needs of low- and moderate-income persons and a strategic five-year plan for taking actions to address those needs using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds received by the Cities of Eugene and Springfield. The Annual Action Plan describes specific actions to be undertaken in a particular year with federal funds. The content of the Annual Action Plan is guided by HUD. This Annual Action Plan would be the first plan under the five-year 2025 Eugene-Springfield Consolidated Plan.

The Cities of Eugene and Springfield each receive an annual entitlement allocation of CDBG funds directly from HUD. The two Cities also receive HOME funds from HUD through the Eugene-Springfield HOME Consortium. The City of Eugene is the lead agency in the HOME Consortium.

A summary of planned uses by the Eugene-Springfield HOME Consortium for the use of HOME funds is available from the City of Eugene, as well as a summary of planned uses of Eugene CDBG funds. The following describes only the planned uses of CDBG funds received by the City of Springfield.

Coordination and Collaboration

The Cities of Eugene and Springfield collaborate in multiple ways to plan for and implement affordable housing and community development activities. The Cities of Eugene and Springfield jointly prepare the five-year Consolidated Plan and coordinate preparation of the Annual Action Plans, and must each complete a Comprehensive Annual Performance and Evaluation Report. There are multiple forms for communication and collaboration between the jurisdictions and other public agencies, affordable housing developers, social service providers, and other interested parties. The Lane County Human Services Commission (HSC) and Poverty & Homelessness Board (PHB) offer ongoing opportunities for collaboration and communication.

Public Participation

The City of Springfield encourages public participation in identifying specific needs and uses of CDBG funds in FY 2026. The City of Springfield Community Development Advisory Committee (CDAC) is composed of community residents and was established by the City of Springfield to make recommendations concerning program policy and project selection to the City Council.

On March 5, 2025, Springfield released its DRAFT FY2026 CDBG Annual Action Plan. A public comment period was held open until April 4, 2025. The CDAC held two public hearings to hear about needs and priorities from the community as part of this process, including the proposed uses in the draft allocation. The first public hearing was held February 5, 2025. The second public hearing was held April 2, 2025. No comments were received. At the April 2 meeting, the CDAC made a recommendation to City Council on funding allocations. The Council met on May 5 to consider the CDAC's recommendation and formally adopt an Action Plan. The proposed budget allocation is included in Attachment A.

Springfield Housing Strategy

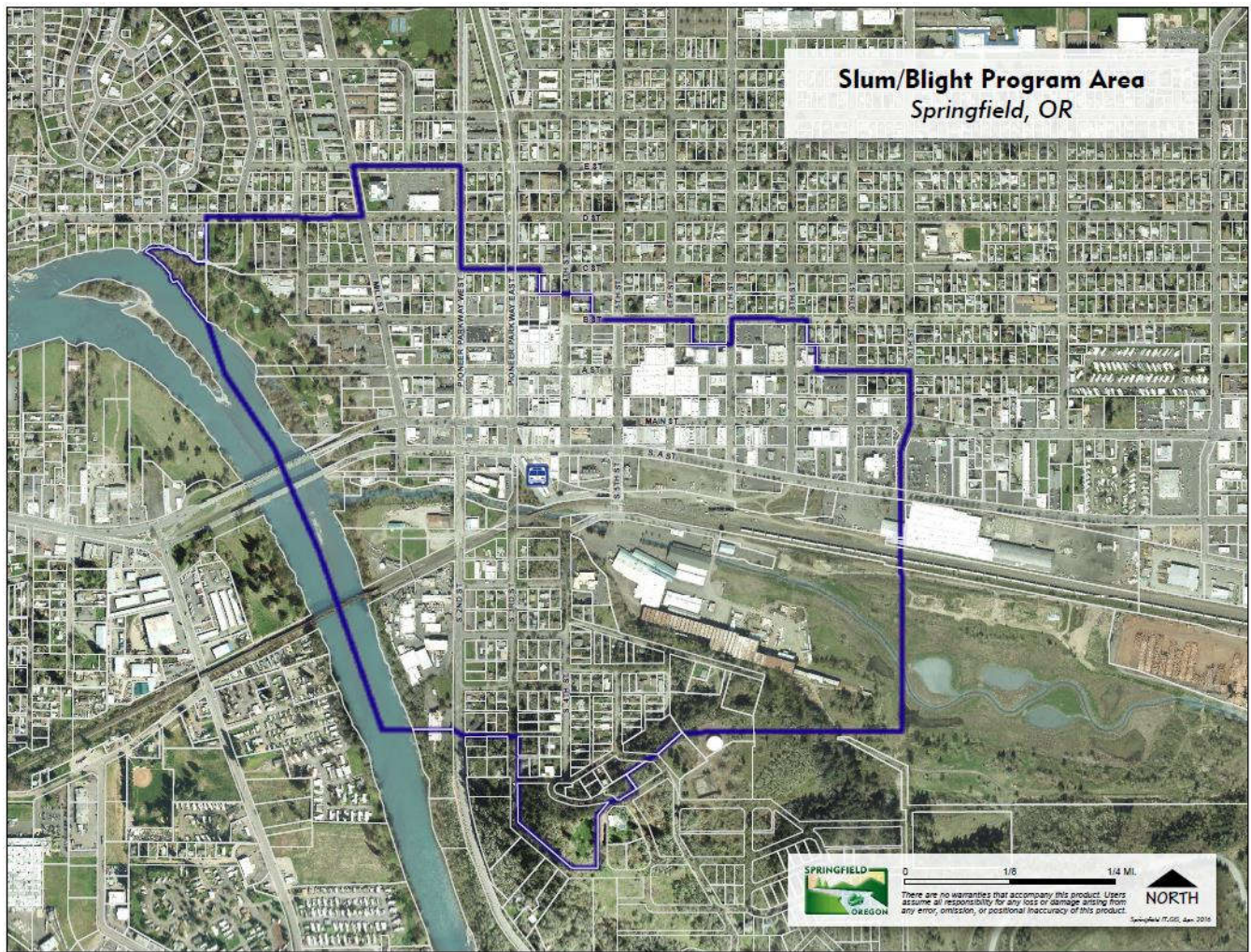
The City has developed a housing strategy to address the low supply of housing and to foster housing choice and affordability in the short and long term. Springfield is focused on implementing a strategy that will make the most impact on addressing Springfield's affordable housing needs, recognizing that the City needs increasing housing units at all levels of the housing continuum. That strategy is available on the City's webpage: <https://springfield-or.gov/city/development-public-works/housing/>

Activities Benefiting Low- and Moderate-Income Persons

Generally, Springfield's CDBG-funded programs and projects are provided to benefit low-income residents living within the city limits of Springfield. Individuals participating in a CDBG-funded program are required to meet HUD Income Guidelines. In order to meet the CDBG National Objective of Benefit to Low and Moderate-Income Persons, CDBG-funded projects must either serve a specific low-income area or provide tangible benefit to low- and moderate-income clientele (through services, economic opportunities, and/or housing). Funded programs and projects undergo periodic staff monitoring to ensure compliance with CDBG regulations. All of the proposed allocations in Springfield's FY2026 Annual Action Plan would benefit low- and moderate-income persons.

Activities for the Prevention or Elimination of Slum and Blighted Conditions

Another national objective of the CDBG program is the prevention or elimination of slums and blighted conditions in neighborhoods and communities, either by designating a specific area or by addressing conditions on a spot basis. In 2014, Springfield re-designated a Springfield Downtown Redevelopment Area, in compliance with CDBG regulations. The Downtown Redevelopment Area is pictured below. No activities using CDBG funds to address blighted conditions are planned in FY 2026.



Strategies to Address Priority Needs

The City of Springfield receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). For FY 2026, the City of Springfield is anticipating to have an estimated \$575,000 in CDBG funds available from its entitlement allocation and other funds, including program income. Attachment A shows the sources of funding, and proposed uses, for the FY 2026 CDBG Annual Action Plan.

The 5-year Eugene-Springfield 2025 Consolidated Plan emphasizes goals and strategies to meet priorities needs of renters, homeowners, people experiencing homelessness, and non-homeless special populations. Additional priorities include employment opportunities as well as low-income neighborhoods and areas of slum and blight. The priority strategies described below are intended to address one or more priority needs.

The following narrative describes proposed allocations of Springfield CDBG funds for FY 2026 as it relates to each strategy identified in the 2025 Eugene-Springfield Consolidated Plan. Certain strategies in Springfield are met through the Eugene-Springfield HOME allocations, and are indicated below. More details can be found regarding the allocation of HOME funds in the Eugene FY 2026 DRAFT Annual Action Plan.

In addition to the proposed allocations listed below, Springfield is also proposing to allocate 20% of new entitlement funds and program income toward Grant Planning and Administration.

Affordable Housing

Affordable housing goals are intended to address HUD program objectives to provide decent, safe, and affordable housing and address critical housing needs of low-income people in our community. A total of three affordable housing goals are included in the 2025 Eugene-Springfield Consolidated Plan.

Increase the Supply of Affordable Housing

- Housing Development – The City of Springfield recognizes that the housing supply is low, particularly affordable housing for low-income residents, and previous allocations have aimed to add a net increase of units to the housing supply. In FY 2023, the City received \$1.5 million in American Rescue Plan Act (ARPA) funds to put toward acquiring land for affordable housing. Given that these funds are more flexible than using CDBG funds for this same activity, the City has focused on using ARPA funds toward this strategy and has reallocated prior year CDBG funds away from this activity. Additional funds allocated through the FY 2026 HOME Allocation will help to address this strategy in Springfield. (see FY 2026 HOME Allocation)
- Community Housing Development Organization (CHDO) Operating Support – (see FY 2026 HOME Allocation)

Rehabilitate Existing Housing Stock

- Springfield Home Repair - The City of Springfield plans to continue to provide assistance to qualified low-income homeowners through its Home Repair Program. The program has seen a record number of work orders and clients served this year, as well as increased costs for materials and labor. Springfield proposes to allocate \$370,000 toward this program to meet the need.

Provide Homeownership Assistance to Low-Income Households

- Springfield Home Ownership Program - The City of Springfield is committed to supporting low-income homebuyers. However, the demand for loans through this program has been very inconsistent the past few years, necessitating the City to reallocate funds away from this program at times in order to get the funds spent. Springfield is looking at new ways to support homebuyers and may consider allocating future program income to this strategy.

Community Development

Community development goals are intended to satisfy HUD program objectives by providing human services; creating jobs; improving access to public facilities; and furthering neighborhood revitalization, planning, and community-building activities. A total of three community development goals were included in the 2025 Eugene-Springfield Consolidated Plan.

Support a Human Services System

- Non-profit services administered by Lane County – The City collaborates with Lane County to fund human service providers. The Human Services Commission (HSC) is the intergovernmental board that guides the use of funds and oversees the activities of agencies receiving funds. Agencies to be funded are determined through a competitive Request for Proposals (RFP) administered by the Lane County Human Services Division. Springfield is proposing to allocate 15% of new entitlement funds and available program income to the Lane County Human Services Division in FY 2026.
- Non-profit capital facility improvements – The City allocated prior year funding toward Relief Nursery's capital facility project to acquire land and construct a new building to expand their existing service center. The City continues to work toward completing the HUD-required environmental review.

Promote Economic Development

- Support microenterprise businesses – The City allocated prior year funding to support new in-home childcare businesses in Springfield. It is unlikely the City will award all of the allocated funds to this activity by the end of Fiscal Year 2025.

Improve Low-Income Neighborhoods

- There are no planned projects to be funded with CDBG funds under this strategy in FY 2026.

CDBG REVENUES (estimated)*		TOTAL FUNDS
FY 2026 Entitlement Funds (EN)		\$ 534,000
Other Funds		\$ 41,000
TOTAL		\$ 575,000
CDBG EXPENDITURES (estimated)		
Consolidated Plan Strategy	Activity (examples)	Amount (TOTAL)
1. Increase the supply of affordable housing	Acquisition, improvements, etc	-
2. Rehabilitate existing housing stock	Home Repair Program	\$ 370,000
3. Provide homeownership assistance	Springfield Homeownership Program (SHOP)	-
4. Support a human services system	Non-profit services	\$ 90,000
	Non-profit capital improvements	-
5. Promote economic development	Microenterprise business support	-
6. Improve low-income neighborhoods	Public improvements to sidewalks, streets	-
	Address causes of slum and blight	-
	Planning and Administration	\$ 115,000
TOTAL		\$ 575,000

*As of April 25, 2025, HUD has not yet finalized the FY26 entitlement award. When that award is known, this table – and the Action Plan narrative – will be updated in line with Council’s direction.

AGENDA ITEM SUMMARY S P R I N G F I E L D C I T Y C O U N C I L	Meeting Date:	05/05/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Jeff Paschall/Community Development
	Staff Phone No:	
	Estimated Time:	5 Minutes
	Council Goals:	Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

ITEM TITLE:

Award Contract to Corvallis Neighborhood Housing Services, dba: DevNW (Springfield Office)

ACTION REQUESTED:

Approve or reject the following motion:

Approve a contract with a not to exceed budget of \$500,000 to support the development of affordable housing at 190 S. 41st Street and 1577 Laura Street locations in Springfield, Oregon and authorize the City Manager to negotiate and execute all necessary documents to carry out the grant agreement with DewNW.

ISSUE STATEMENT:

The City received a one-time federal grant of \$620,000 through the American Rescue Plan Act (ARPA) Coronavirus State Fiscal Recovery Fund, designated for "long-term affordable housing." The City Council previously allocated a portion of these funds to a different project, which ultimately did not proceed. If approved, this contract will support the development of income-qualified households by providing sustainable housing to help meet our community's affordable housing needs.

DISCUSSION/FINANCIAL IMPACT:

In 2021, the City of Springfield was awarded \$620,000 in ARPA funds by the Oregon Legislature to support long-term affordable housing development. Staff recommend allocating \$500,000 of these funds to support affordable rental housing at the 190 S. 41st Street and 1577 Laura Street sites.

These rental projects will serve households earning at or below 80% of the Area Median Income. DevNW will be responsible for verifying tenant eligibility and expending the funds by December 31, 2026.

The remaining funds will be dedicated to supporting the development of homeownership housing, potentially at the S. 52nd Street property, once a project is selected through a forthcoming request for proposal process. These funds may be used for site preparation, administration, and developer costs.

This funding allocation aligns with the DAS Grant Agreement's requirement to support both affordable rental and homeownership housing. Upon City Council authorization, staff will move forward with executing the attached contract.

Attachments

1. DevNW Grant Agreement
2. DevNW Sample Progress Report

CITY OF SPRINGFIELD
GRANT AGREEMENT
Contract #3472

Dated: May 6, 2025

Parties: City of Springfield ("City")
A municipal corporation in the State of Oregon
225 Fifth Street
Springfield, Oregon 97477
and

Corvallis Neighborhood Housing Services, Inc. ("Grantee")
dba: DewNW

Additional Grantee Information:

- A. Type of Entity: ☐ Sole Proprietorship ☐ Partners ☐ Limited Liability Company ☒ Corporation
B. Address: P.O. Box 11923, Eugene, OR 97440
C. Telephone: 541-683-1751
D. Professional License(s) No:
E. Oregon Agency Issuing License:
F. Foreign Contractor ☐ Yes ☒ No
(Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B (11).
G. Listed among the Parties Excluded from Federal Procurement or Non-Procurement Programs
found at: <https://www.sam.gov/portal/public/SAM/>: ☐ Yes ☒ No
UEI # MEL1AJK8F8G9

City Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage
204-07600-1036-650190-G33292	100%

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

- 1. Statement of Purpose.** In 2021, the Oregon Legislature allocated American Rescue Plan Act (ARPA) funds to the City of Springfield to support the development of affordable housing and to expand homeownership opportunities for low-income households. The City of Springfield has agree to allocate a portion of these funds to the Grantee for eligible housing costs, development of income-qualified rental housing and for homeownership assistance in Springfield, Oregon. This Agreement outlines the terms and conditions under which the Grant Funds will be provided to the Grantee.
- 2. Effective Date and Availability of Grant Funds.** This Agreement is effective as of May 1, 2025 ("Effective Date").
- 3. Agreement Duration.** This Agreement is in effect from Effective Date until whichever of the following occurs first: completion of the last activity identified in Attachment 1 or Dec 31, 2026.

- 4. Grant Funds.** The maximum, not-to-exceed, grant amount that City will pay on behalf of Grantee is **\$500,000** (the "Grant Funds"). Disbursements will be made as provided in Attachment 1. City staff have final determination on items eligible for funding. City's obligation to disburse Grant Funds under this Agreement ends 60 days after the termination of the Agreement as provided in Section 3.
- 5. Project.** The Projects subject to this Agreement are described in Attachment 1. Grant Funds may be used solely for this Project unless approved by the Agency in advance, and may not be used for any other purpose. No Grant Funds will be disbursed for any substantial changes to the Projects unless such changes are approved by City by written amendments to this agreement. Grantee agrees to implement the Project according to the terms and conditions of this Agreement and complete the Project no later than project completion date provided in Attachment 1.
- 6. Disbursement.**
 - 6.1. Disbursement Generally.** City will disburse the Grant Funds upon execution of this agreement for the amount specified in Section 3, which is in performance of the Project.
 - 6.2. Conditions Precedent to Disbursement.** With respect to disbursement of grant funds, each of the following conditions precedent: Grantee is in compliance with the terms of this Agreement.
 - 6.2.1.** The Grantee's representations and warranties set forth in Section 7 hereof are true and correct as of the date of disbursement, with the same effect as if made on that date.
- 7. Representations and Warranties of Grantee.** Grantee represents and warrants to City as provided in this section. The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.
- 8. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.
- 9. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- 10. Third Party Agreements.** All contracts for the performance of the work described in Attachment 1 will be between Grantee and Grantee's contractor(s) and/or consultant(s). City is not a party to these contracts by virtue of providing this financial assistance. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement has any right to enforce any term of this Agreement.

11. Recovery of Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the completion of the Project must be returned to City. Grantee must return all Misexpended Funds to City no later than fourteen (14) days after City's written demand. Grantee must return all Unexpended Funds to City within fourteen (14) days after the termination of this Agreement or the completion of the Project.

12. No Assignment. The obligations of Grantee hereunder are not assignable or transferable without written consent of City.

13. No Authority to Bind City. Grantee has no authority to enter into contracts on behalf of City, its officers, agents and employees. This Agreement does not create a partnership or joint venture of any sort between the parties.

14. Indemnification. Grantee shall be responsible, and shall comply with, all requirements of law including, but not limited to, compliance with all applicable federal, state, and local regulations and hereby covenants and agrees to indemnify and hold harmless City, from any claim, demand, or damage, resulting in any manner from the extension in loan funds from City to Grantee and/or any use of City funds by Grantee, this Agreement, Grantee's actions in connection with the project, including its agents and assignees, and from any use of City funds.

15. First Point of Contact.

Grantee: Nora Cronin, nora.cronin@devnw.org – PH: 541-345-7106 x2092

City: Amanda Clinton, aclinton@springfield-or.gov, PH: 541-726-3628

16. Federal Employment Status. In the event payment made pursuant to this Agreement is to be charged against federal funds, Grantee hereby certifies that it is not currently employed by the Federal Government.

17. Insurance.

17.1. Required Coverages. Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this section prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, 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. Grantee acknowledges that insurance specified in this section does not limit indemnification responsibilities specified in Section 14 Indemnification.

17.1.1. General Insurance. Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. 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.

17.1.2. Automobile Liability Insurance. Not required.

17.1.3. Workers' Compensation. Grantee 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 Grantee is exempt from coverage, a written statement signed by Grantee so stating the reason for exemption must be provided to the City.

17.2. Excess/Umbrella Insurance. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

17.3. Additional Insured. All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant 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 Grantee's activities to be performed under this Grant. 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 Grantee'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.

17.4. Waiver of Subrogation. Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

17.5. 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, Grantee must maintain, and require its first tier contractors and subgrantees, 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 Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

17.6. Evidence of Insurance Coverage. Evidence of the required insurance coverages issued by an insurance company satisfactory to the City must be provided to the City by way of a City approved certificate of insurance before any work or services commence.

17.7. Notice of Cancellation or Material Change in Coverage. The certificate of insurance must 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 Independent Contractor must provide written notice to the City contract manager within 2 calendar days after the Independent Contractor becomes aware that their coverage has been canceled or has been materially changed. The Independent Contractor must either fax 541-726-3782 said notice or email it directly to the City Finance Department at purchasing@springfield-or.gov. Regardless of what circumstances caused Independent Contractors insurance coverage to cease or be modified, it is the Independent Contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification is grounds for immediate termination of this contract.

18. Tax Consequences. City makes no representations concerning the tax consequences to the recipient of any agency grant or loan. Any questions in this regard should be resolved by the recipient with his/her own tax professional.

- 19. Legal Representation.** This Agreement was prepared by City. Grantee has had the opportunity to have this Agreement reviewed by its own legal counsel prior to its execution.
- 20. 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.
- 21. Force Majeure.** If Grantee is delayed by reason of weather, fire, strikes, Acts of God, or other circumstances beyond Grantee's reasonable control, Grantee will be entitled to additional time to complete this project equal to that lost by any or all of the above causes.
- 22. 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.
- 23. Access to Records.** City and its duly authorized representatives must have access to books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 24. Waiver.** Failure of City to enforce any provision of this Agreement is not 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.
- 25. Amendments.** The terms of this Agreement cannot be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of City. No modification of this Agreement binds either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 26. Compliance with All Government Regulations.** Grantee must 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 constitutes a breach of contract and is grounds for termination of this Agreement. Damages or costs resulting from noncompliance is the sole responsibility of Grantee.
- 27. Nondiscrimination.** Grantee must comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations.
- 28. Americans With Disabilities Act Compliance.** Grantee will comply with 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.
- 29. 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, as to the subject matter of this Agreement. Provided, however, nothing in this Agreement is intended to supersede or alter the parties' obligations and agreements under the Contract for Services dated September 1, 2022, and any amendments thereto ("SHOP Contract"). Except for the SHOP Contract, there are no representations, promises, terms, conditions or obligations other than those contained herein.
- 30. Obligations Binding on Trusts, Successors and assigns.** The obligations of Borrower shall be binding upon Borrower, Borrower's successors and assigns, Borrower's estate, any trusts in

which Borrower is a trustor or beneficiary, and any other entity or instrument owned or controlled by Borrower.

IN WITNESS WHEREOF the parties have executed this Grant Agreement to be effective the date first set forth above.

CITY OF SPRINGFIELD:

By: _____
Name: _____
Title: _____
Date: _____

GRANTEE

By: _____
Name: _____
Title: _____
Date: _____

REVIEWED & APPROVED
AS TO FORM

Kristina Kraaz

DATE: 4/29/2025
SPRINGFIELD CITY ATTORNEY'S OFFICE

ATTACHMENT 1

SCOPE OF WORK

- A. **Project Description:** Grantee may use any portion of the \$500k Grant Funds for the development of affordable rental housing at 190 S. 41st Street, Springfield, Oregon and the Laura Street properties. The Project will meet the following requirements:
- B. **Eligible Costs:** Grantee may use Grant Funds for the following eligible costs: demolition of existing structures, utility connection and construction, site improvements, construction of housing units and necessary accessory structures; softs costs including but not limited to professional design services, financing costs, and permit fees.
- C. **Reporting:** Grantee will provide the City with quarterly reports of documentation of its expenses in accordance with Attachment 2. Grantee must submit its final quarterly report no later than 30 days after the earlier of termination of this Agreement or the Project End Date.
- D. **Prevailing Wages:** Grantee and its contractor(s) and subcontractor(s) must comply with ORS 279C.840 requiring Grantee, its contractor(s) and subcontractor(s) to pay workers on the project the prevailing rate of wage as established by the Oregon Bureau of Labor and Industries unless exempt therefrom. Grantee will be responsible for compliance and reporting under the Oregon Prevailing Wage Law and its implementing rules, ORS 279C.800 et. seq. Grantee will hold the City harmless for all costs, fees and penalties that may be incurred, and for all reports, fines and/or litigation costs, including reasonable attorney fees, that may result from Grantee's application of the Oregon Prevailing Wage Law to the project.
- E. **Income-Qualification:** At least 13 units in the Project will be affordable to low-income households, defined as households earning at or below 80% of Area Median Income. Grantee will conduct eligibility determinations for all residents of the units constructed with Grant Funds.
- F. **Timeline:** Grantee will complete the Project no later than December 31, 2026. The Project is considered complete at the time a certificate of occupancy has been issued for all units for which Grant Funds were used in construction.
- G. **Affordability Covenant:** Prior to Project completion, Grantee agrees to record a covenant against the real property comprising the Project that ensures the Project will continue to be made available to low-income households as defined herein, for a period of at least 10 years following Project completion.

ATTACHMENT 2

Progress Report

Contract # 3472

Submit Report to:

City of Springfield

Contract Analyst: Amanda Clinton

aclinton@springfield-or.gov

Prepared by:

[Name]

[Title]

[Contact]

Report Period: [Date] – [Date]

Project Status Summary
Narrative Summary of Status

Key Milestone Report			
Milestone	Baseline Completion Date	Expected Completion Date	Percent Complete

Planned Accomplishments Summary
Planned accomplishments for the next reporting period