



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

Andrew Buck, 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.

December 8, 2025

Monday

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

or

Virtual Attendance

Registration Required:

Attend from your computer, tablet or smartphone:

Zoom

Meeting ID: 875 5373 7993

Copy the address below into an internet browser to register

https://us06web.zoom.us/webinar/register/WN_gIWYJcqITJqxxj5BzqaRXg

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 ___, Buck ___, and Stout ___.

1. Planning Commission Interviews
[Sandy Belson] (15 mins)
2. Updates to the Metropolitan Wastewater Management Commission (MWMC) Intergovernmental Agreements (IGAs)
[Matt Stouder] (15 mins)
3. Housing + Design Initiative Code and Plan Update

[Haley Campbell]

(30 mins)

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:	12/08/2025
	Meeting Type:	Work Session
	Staff Contact/Dept:	Sandy Belson/Community Development
	Staff Phone No:	541-736-7135
	Estimated Time:	15 Minutes
	Council Goals:	Mandate

ITEM TITLE:

Planning Commission Interviews

ACTION REQUESTED:

Interview two applicants for the Planning Commission, which has two (2) vacancies.

ISSUE STATEMENT:

Three (3) candidates applied for two vacancies: positions held by Bruce Webber, whose term expires December 31st, 2025, and Andrew Buck, who resigned after he was appointed to City Council. Andrew Buck's term would have concluded on December 31st, 2028. Bruce Webber is not seeking to serve a second term.

DISCUSSION/FINANCIAL IMPACT:

The City received three (3) applications during a six-week recruitment process and interviewed Fabian Gomez Hernandez on Nov. 24. Wendy Werner and Walter DePuy were unable to make it to that meeting, so their interviews were rescheduled for Dec. 8.

The Springfield Planning Commission is a seven-member volunteer Commission appointed by the City Council. The members serve four-year terms that are staggered. Positions are "at-large", and do not represent specific geographic areas. Of the seven members, two may live outside the city limits (but within the Urban Growth Boundary) and two may be involved in the Real Estate profession. No more than two voting members shall be engaged in the same kind of business, trade, profession or occupation. At present, no two Commissioners are involved in the same profession and all Commission members reside within the city limits.

The Council is scheduled to appoint the new Commissioners at its Regular Session during Council Business on Monday, January 5, 2026. One will fill the term which ends on Dec. 31st, 2028. The other will serve a four-year term starting in January 2026 and extending through December 2029.

Attachments

1. Interview Questions
2. Planning Commission Roster
3. Werner Application
4. DePuy Application

Planning Commission Interview Questions

1. What attracted you to apply to the Planning Commission?
2. Economic Development and Infrastructure are two major Council goals. If you think about how development happens, do you have any opinions on how costs should be shared between developers and the public?
3. If you had a magic wand and you had the ability to change Springfield Development Code, what would you change?
4. How would you like to see the City change in the next 10 years and how do you see the Planning Commission helping to change the City?
5. Describe the relationship between the Planning Commission and the City Council? City Staff and Planning Commission?

City of Springfield Planning Commission

MAILING ADDRESS	PHONE	APPOINTMENT DATE	RE- APPOINTMENT DATE	EXPIRATION DATE
Callee Ackland Springfield, OR 97477 cackland@springfield-or.gov	Tenant Support Specialist	06/16/2025 Comm to finish Comm Rhoads term		12/31/2026
Seth Thompson Springfield, Oregon 97477 sthompson@springfield-or.gov	Program Analyst	10/03/2022		12/31/2026
Morgan Driggs Springfield, Oregon 97478 cdriggs@springfield-or.gov	Community Development Technician	12/03/2024 Comm. Driggs to Finish Stout's term		12/31/2026
Steven Schmunk Springfield, Oregon 97478 sschmunk@springfield-or.gov	Retired	10/03/2022		12/31/2026
Bruce Webber Springfield, Oregon 97477 bweber@springfield-or.gov	Commercial Lending	12/04/2021 Comm Webber to Finish Bergen's term		12/31/2025
Vacant				
Pat Greenwell Springfield, Oregon 97477 pgreenwell@springfield-or.gov	Draftsman	1/01/2025		12/31/2028

Note: Springfield Planning Commissioners serve four-year terms. Two members may reside outside the Springfield City limits but within the Urban Growth Boundary and two members may be employed in the same profession such as real estate.

CONTACTS: SPRINGFIELD DEVELOPMENT AND PUBLIC WORKS DEPARTMENT

Sandy Belson: Comprehensive Planning Manager 541-736-7135

Sarah Weaver: Comprehensive Planning Administrative Specialist 541-726-3653

Council Liaison: Vacant



Rec'd by jz
08/27/2025

Application for a City of Springfield Citizen Advisory Board/Commission/Committee

City Manager's Office • 225 Fifth Street • Springfield, OR 97477

PLEASE NOTE:

- When possible, council will not appoint people currently serving on another governing body to the Planning Commission or Budget Committee.
- When appointing people to any of the other city boards, commissions or committees, the Council shall take into account whether that person is being reappointed for a subsequent term, is currently serving on another governing body or currently appointed to another city board, commission or committee.
- When possible, the Council will appoint people to serve on one City board, commission or committee only.

Top Three Board / Commission / Committee applying for:

1. Planning Commission 2. SPAC-Springfield Police Advisory Committee 3. CDAC - Community Development Advisory C

Name: Wendy V Werner
First Middle Initial Last

Home address: [Redacted]
Street City Zip

Mailing address: Same as above
Street City Zip

Day Phone: [Redacted] Evening phone: [Redacted]

Email Address: [Redacted]

Preferred Form of Contact: email/text

Do you live within the Springfield city limits? Yes No \Rightarrow If yes, how long? 35 years
If no, do you live inside Springfield's Urban Growth Boundary? Yes No

Ward number (City residents only): 4

Are you a Springfield property owner? Yes No
Are you a Springfield business owner? Yes No
Are you a registered voter? Yes No

Occupation: Banker Place of employment/School: Heritage Bank NW

Business address: [Redacted]

Education: Associate of Arts Oregon Transfer Degree from Lane Community College 2011

Are you currently serving on any other board, committee, or commission? If so, please list them here:
Springfield Rotary - Membership Committee and District 5110 Conference 2026

How did you hear about the above vacancy?
 Newspaper ad Newspaper article Radio/TV Mail notice
 Word of mouth Board/Commission/Committee member Internet

(Over, please)

For more information please call the City Manager's Office 541.726.3700
Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477



Application for a City of Springfield Citizen Advisory Board/Commission/Committee

Please print or type:

1. What experiences / training / qualifications do you have for this particular board / commission / committee?

I currently serve as an Assistant Relationship Banking Officer at Heritage Bank NW, where I partner with individuals and businesses to strengthen financial stability and support long-term community growth. I bring over 20 years of professional leadership and customer service experience, including managing teams, ensuring compliance with regulations, and developing strong business and community partnerships. My career has focused on problem-solving, risk management, and relationship building—all skills that directly align with the needs of city boards and committees. In addition, my experience in security solutions and community leadership roles has given me a broad perspective on both economic development and public safety.

2. What specific contribution do you hope to make?

I hope to contribute a balanced, community-first perspective that blends financial knowledge with practical solutions. My goal is to ensure that city decisions support both residents and local businesses while keeping community values at the center.

For Planning, I can contribute insight into how development affects families, businesses, and long-term growth.

For the Police Advisory Committee, I bring skills in communication and trust-building that can help strengthen the relationship between

3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not necessarily disqualify you from consideration.)

Community involvement has always been an important part of my life. I've served as Springfield Rotary Captain of the Great Rotary Raffle and Chair of the Rotary Foundation, both of which raise significant funds for local causes. As an instructor with Junior Achievement, I teach financial literacy to students. In the past, I have served as a Scout Leader, Board Member for Head Start of Lane County, President of Willamette Valley BNI, and a volunteer for Food for Lane County. These experiences reflect my long-standing commitment to building strong community connections and supporting families in Springfield.

4. What community topics concern you that relate to this board / commission / committee? Why do you want to become a member?

I am particularly passionate about:

Public Safety & Trust - ensuring safety while strengthening relationships between law enforcement and residents.

Economic Growth & Small Business Support - encouraging development that supports entrepreneurs, creates jobs, and strengthens Springfield's business community.

Affordable Housing & Family Services - advocating for accessible housing and resources for families.

5. Most boards / commissions / committees meet monthly. Subcommittees may meet more frequently. Meetings generally last one and one-half hours. **It is highly recommended you attend a meeting before submitting the application.** Please read the news release for this position which contains the normal dates and times for these meetings and can be found at <http://www.springfield-or.gov/city/newsroom/news-room-articles/>. Are you available to attend meetings on the dates listed for this committee?

Yes No

Comments:

I certify the information in this application and attachments are true and complete to the best of my knowledge. I understand that false or misleading statements or missing information is cause for rejection of application, removal of name from eligible list, or dismissal from the position. I hereby waive my rights to claims or damages against any employer and the City of Springfield, its officers, agents, and employees, in regard to this exchange of information. I hereby authorize to permit the City of Springfield and/or the Springfield Police Department to review my background information and if required my DMV records. I have reviewed the Advisory and meet the minimum requirements to serve/volunteer in the desired position. I also authorize to permit any materials listed above to be copied and retained by the City of Springfield. I authorize the use of my photograph.

I will defend, indemnify and hold harmless the City of Springfield, its officers, employees, and agents from and against all liability or loss and against any and all claims, actions, causes of actions, proceedings or appeals based upon or arising out of or arising from or in connection with my conduct or performance as a volunteer with the City of Springfield including but not limited damage or injury to persons or property and including without limitation attorney fees and expenses; except for losses, claims or actions resulting from the sole negligence of the City of Springfield.

Applicant Signature: Wendy V. Werner Date: 8/27/25

For more information please call the City Manager's Office 541.726.3700

Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477



Red'd- 09/25/2025- AP
Application for a City of Springfield
Citizen Advisory Board/Commission/Committee

City Manager's Office • 225 Fifth Street • Springfield, OR 97477

PLEASE NOTE:

- When possible, council will not appoint people currently serving on another governing body to the Planning Commission or Budget Committee.
When appointing people to any of the other city boards, commissions or committees, the Council shall take into account whether that person is being reappointed for a subsequent term, is currently serving on another governing body or currently appointed to another city board, commission or committee.
When possible, the Council will appoint people to serve on one City board, commission or committee only.

Top Three Board / Commission / Committee applying for:

1. SPAC-Springfield Police Advisory Committee 2. Planning Commission 3. CDAC - Community Development Advisory Co

Name: Walter A DePuy

Home address: [Redacted] Springfield, 97477

Mailing address: [Redacted] Springfield, 97477

Day Phone: [Redacted] Evening phone: [Redacted]

Email Address: [Redacted]

Preferred Form of Contact: Email and phone are equally as good

Do you live within the Springfield city limits? [] Yes [x] No

Ward number (City residents only): UGB

Are you a Springfield property owner? [] Yes [x] No

Are you a Springfield business owner? [] Yes [x] No

Are you a registered voter? [x] Yes [] No

Occupation: Juvenile Justice Specialist Place of employment/School: Lane County Youth Services

Business address: 2727 Martin Luther King Jr Blvd, Eugene, OR 97401

Education: Bachelor of Science in Political Science, Oregon State University

Are you currently serving on any other board, committee, or commission? If so, please list them here: No

How did you hear about the above vacancy? [] Newspaper ad [] Newspaper article [x] Radio/TV [] Mail notice [] Word of mouth [] Board/Commission/Committee member [] Internet

(Over, please)

For more information please call the City Manager's Office 541.726.3700
Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477

Printed on Recycled Paper



Application for a City of Springfield Citizen Advisory Board/Commission/Committee

Please print or type:

1. What experiences / training / qualifications do you have for this particular board / commission / committee?

SPAC: I have been raised around the criminal justice system as my father was a prosecutor. My educational journey led me to study criminal justice at LCC before focusing heavily on constitutional law and local government at OSU.

CDAC: I have been a resident of Springfield for nearly 27 years. I love this city and greatly want to see it grow and expand while maintaining the beautiful qualities that make this city great. For example the quiet atmosphere, open green spaces, and tight community.

2. What specific contribution do you hope to make?

SPAC: I seek to bring an open-minded, younger view to the committee. As someone who works with criminally involved youth, I wish to be an advocate for policies that support them. I also want to be involved with developing new policies that make sense for both the department and the community. In part, by learning for other departments who have attempted to solve similar challenges.

CDAC: I want to continue developing the downtown area into bustling heart of the community. Seeking to explore annexing the Glenwood area and developing the waterfront.

3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not necessarily disqualify you from consideration.)

Youngest graduate of the Master Recycler Program
Former library volunteer.

This would be my first formal committee

4. What community topics concern you that relate to this board / commission / committee? Why do you want to become a member?

I firmly believe that everyone should have a role in their community and I know that serving on one of these boards is the best way in which I can be of service to the community at large. I hope to further communication between the SPAC and the department itself so that both sides can work together to provide a safe and vibrant community. As part of the planning commission, I hope to work with community developers to bring much needed business and residential growth in areas that make sense.

5. Most boards / commissions / committees meet monthly. Subcommittees may meet more frequently. Meetings generally last one and one-half hours. **It is highly recommended you attend a meeting before submitting the application.** Please read the news release for this position which contains the normal dates and times for these meetings and can be found at <http://www.springfield-or.gov/city/newsroom/news-room-articles/>. Are you available to attend meetings on the dates listed for this committee?

Yes No

Comments: _____

I certify the information in this application and attachments are true and complete to the best of my knowledge. I understand that false or misleading statements or missing information is cause for rejection of application, removal of name from eligible list, or dismissal from the position. I hereby waive my rights to claims or damages against any employer and the City of Springfield, its officers, agents, and employees, in regard to this exchange of information. I hereby authorize to permit the City of Springfield and/or the Springfield Police Department to review my background information and if required my DMV records. I have reviewed the Advisory and meet the minimum requirements to serve/volunteer in the desired position. I also authorize to permit any materials listed above to be copied and retained by the City of Springfield. I authorize the use of my photograph.

I will defend, indemnify and hold harmless the City of Springfield, its officers, employees, and agents from and against all liability or loss and against any and all claims, actions, causes of actions, proceedings or appeals based upon or arising out of or arising from or in connection with my conduct or performance as a volunteer with the City of Springfield including but not limited damage or injury to persons or property and including without limitation attorney fees and expenses; except for losses, claims or actions resulting from the sole negligence of the City of Springfield.

Applicant Signature: _____

Date: 9/25/25

For more information please call the City Manager's Office 541.726.3700
Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477

Printed on Recycled Paper

AGENDA ITEM SUMMARY

Meeting Date: 12/08/2025
Meeting Type: Work Session
Staff Contact/Dept: Matt Stouder/Environmental Services Division
Staff Phone No:
Estimated Time: 15 Minutes
Council Goals: Financially Responsible and Stable Government Services

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

ITEM TITLE:

Updates to the Metropolitan Wastewater Management Commission (MWMC) Intergovernmental Agreements (IGAs)

ACTION REQUESTED:

Staff requests that City Council review the updated and revised MWMC Intergovernmental Agreement and associated Operations and Maintenance Intergovernmental Agreement, which will be discussed at the December 8, 2025 work session. Tentative Council adoption of the two agreements is scheduled for January 5, 2026.

ISSUE STATEMENT:

Two foundational intergovernmental agreements regarding the MWMC have been updated to reflect current practices and to simplify some processes. Before these changes can become effective, adoption is required by all three Governing Bodies that are party to the MWMC's Intergovernmental Agreement, including the Springfield City Council.

DISCUSSION/FINANCIAL IMPACT:

The City of Springfield, the City of Eugene, and Lane County (together referred to as the Governing Bodies), have successfully managed the Metropolitan Wastewater Management Commission (MWMC) partnership for over four decades. The MWMC was formed in 1977 by the Governing Bodies through intergovernmental agreement (IGA), and the MWMC's IGA was last updated in 2018. However, the 2018 update only addressed a very small, discrete issue. The last comprehensive update to the MWMC's IGA occurred in 2005. The MWMC's Operations and Maintenance Intergovernmental Agreement (OM&A) was last updated in 2001. The OM&A is an agreement between the cities of Eugene and Springfield. Lane County is not a party to the MWMC OM&A.

The proposed amendments to the MWMC IGA and OM&A are largely administrative in nature, and reflect housekeeping edits, updated recitals, the removal of historical references that are no longer needed or no longer make sense, updated definitions, and ensuring defined terms are used consistently throughout the IGA and OM&A. The City Attorneys from Eugene and Springfield worked closely with the MWMC's legal counsel over several months to propose the final drafts of the updated IGA and OM&A. Lane County legal counsel was also conferred with regarding the changes to the IGA. A summary of the proposed changes to both the IGA and the OM&A will be discussed with Council at the December 8, 2025, work session. Attachment 1 to this memo, provided to the MWMC at their November 14, 2025, meeting, outlines the proposed updates to the IGA and OM&A. Copies of the updated draft IGA and OM&A are also attached, respectively, as Attachments 1 and 2.

Regarding process, amendments to the MWMC's IGA need to be adopted by Eugene, Springfield and Lane County prior to becoming effective. The MWMC's OM&A also requires adoption by the Cities of Eugene and Springfield. Lane County does not adopt the OM&A since they are not party to the agreement. Presently, adoption of the MWMC's IGA/OM&A by the Eugene and Springfield City Councils is scheduled to occur in January 2026. Adoption of the MWMC's IGA by the Lane County Board of County Commissioners is also scheduled for January 2026.

Attachments

1. MWMC IGA Memo to Commission 11-6-25
2. MWMC IGA Proposed Revisions
3. MWMC IGA OMA Proposed Amendments

Metropolitan Wastewater MANAGEMENT COMMISSION



partners in wastewater management

MEMORANDUM

DATE: November 6, 2025

TO: MWMC Board

FROM: Matt Stouder, MWMC Executive Director
Kristin Denmark, MWMC Legal Counsel

SUBJECT: Updates to the MWMC Intergovernmental Agreements

ACTION REQUESTED: Adoption and authorization of the revised Intergovernmental Agreements

ISSUE

Two foundational agreements regarding the MWMC are in need of updates to reflect current practices and to simplify some processes. The first of these agreements is the *Restated and Amended Agreement for the Metropolitan Wastewater Management Commission*, effective July 5, 2005 (the "IGA"), which established the MWMC as an intergovernmental entity. The second of these agreements is the *Operation, Maintenance, and Administrative Services Intergovernmental Agreement*, effective April 19, 2001 (the "OM&A IGA" herein referred to as simply the "OM&A"), which allocated responsibility for the MWMC's functions between the MWMC and the Cities in a more detailed manner. The Cities and County are parties to the IGA. The Cities and the MWMC are parties to the OM&A.

BACKGROUND

The Cities of Springfield and Eugene, together with Lane County, have successfully managed the MWMC partnership for over four decades. The IGA was most recently amended in 2018. The 2018 amendment only addressed a very discrete issue, so the IGA, as a whole, has not been updated for twenty years. The OM&A has not been amended since the 2001 effective date.

A team of MWMC legal counsel and regional wastewater program staff have been working closely with the City attorneys from each city over several months to update the IGA and OM&A. We have also conferred with the County regarding changes to the IGA. A summary of changes to each document is set forth below.

DISCUSSION

The following is a high-level summary of changes to the IGA:

1. Housekeeping edits such as updating the Recitals, removing historical references that are no longer needed or no longer make sense, updating definitions, and ensuring defined terms are used consistently throughout the IGA and OM&A.
2. MWMC's specific functions, in Section 4, are the same except:
 - a. Section 4(c) is modified slightly so that user rates and SDCs consider the factors in subsections (i) and (ii) but are no longer required to show how much of the user fee or SDC is to account for the separate factors in subsections (i) and (ii). This change reflects a long-term current practice of the MWMC.
 - b. Section 4(d) is modified so the Cities no longer need to co-adopt the MWMC's Facilities Plan, but the MWMC will work in coordination with the Cities to comply with Oregon Statewide Planning Goal 11 requirements.
 - c. Section 4(e)(viii) was added to allow the MWMC Board to consider additional objectives.
 - d. Section 4(o) was added so that the MWMC Board would make a recommendation to the Governing Bodies if an expansion to the MWMC service area is under consideration.
3. In Section 5, the MWMC's governing body is changed to the "MWMC Board of Commissioners" or the "MWMC Board." The MWMC Board was previously called the "Commission," which was somewhat duplicative for the Metropolitan Wastewater Management Commission as an entity, and therefore potentially confusing in meaning.
4. Also in Section 5, the quorum requirement for the MWMC Board is now a simple majority: 4 out of 7 members. The IGA previously required a supermajority be present for a quorum (5 of 7). The jurisdictional requirement (one member appointed by each Governing Body) was not changed.
5. In Sections 8 and 9, language is clarified to reflect that the Cities perform some functions, or have some obligations, that the County does not.
6. In Section 12, language is clarified regarding for what purposes the MWMC would conduct a hearing.
7. In Section 17, which recognizes that the Cities are co-permittees with the MWMC on the

NPDES Permit with the DEQ, language is added regarding those obligations into the termination section.

8. In Section 18, language is updated related to dispute resolution.
9. Exhibit B has been updated in consultation with Regional Wastewater Program staff to reflect that the identified Regional Facilities as described is currently accurate.

The following is a high-level summary of changes to the OM&A:

1. Housekeeping edits such as updating the Recitals, removing historical references that are no longer needed or no longer make sense, updating definitions, and ensuring defined terms are used consistently throughout the IGA and OM&A.
2. In Sections 2 and 3, language is modified to be consistent in application to both Eugene and Springfield.
3. In Section 4, two former sections of the original OM&A are combined into this one section for easier readability.
4. In Section 5, two former sections of the original OM&A are combined into this one section for easier readability. Additionally, language is updated to: (a) make indemnification obligations subject to the tort claims limit; (b) require all parties to indemnify each other (previously, the Cities did not indemnify each other, only the MWMC); and (c) agree the parties would waive claims against each other, except for claims for willful misconduct.
5. In Section 6, language is modified to be consistently applied to both Eugene and Springfield and to clarify that the Cities shall charge the MWMC the lesser of two rates: (a) a methodology approved by the Federal government for similar work or projects; or (b) the indirect rates the City charges to its internal departments.
6. The dates in Section 7(a) are adjusted to reflect long-time current practice. Additionally, language in Section 7(b) is clarified for readability and Section 7(c) is updated to reflect long-time current practice.
7. The termination language in Section 8 is changed to tie the termination date of the OM&A to the termination date of the IGA.
8. The dispute resolution language in Section 10 is updated to align with the IGA's updated Section 18.
9. Exhibit B: *Administrative Support Services provided by Springfield* is updated as follows:

- a. Section A(1) is clarified to reflect that Springfield is responsible not only for new facilities construction, but also for significant expansion or major rehabilitation of Regional Facilities or Equipment. This clarification is especially relevant in light of the upcoming work under the Facilities Plan update.
- b. In Section A(2), the language regarding the MWMC Executive Director's delegated authority is changed to update the previously very low dollar threshold and different levels of authority for different contract types. Following adoption of the OM&A, the MWMC Board will need to delegate contracting authority by resolution to the Executive Director. Legal counsel expects it will recommend the MWMC Board delegate contracting authority of \$150,000 to the MWMC Executive Director, as this is consistent with, or an even lower limit than, many other comparable entities in the Eugene-Springfield area. The MWMC Board may delegate authority to the MWMC Executive Director up to the limits of an intermediate procurement, as set forth in ORS 279B.070, which in 2025 is \$250,000.
- c. Section B(4) is clarified that disposal of all assets must be in accordance with the MWMC procurement rules.
- d. Sections B(5) and B(9) language is updated for clarification and to reflect long-term current practice.
- e. Language regarding public records request is added in Section B(10).

10. Exhibit C: *Operation and Maintenance Functions provided by Eugene* is updated as follows:

- a. Sections A(1) and (8) are updated to reflect that Eugene is not responsible for significant expansion or major rehabilitation of Regional Facilities or Equipment. In Section 8, language is clarified to state when Eugene (rather than the MWMC) is the party to a contract and, in that case, that Eugene's procurement rules apply. Also added is a requirement for a monthly delegated authority report to be provided by Eugene to the MWMC Executive Director for certain large dollar contracts. This section is further clarified to reflect that disposal of all assets must be in accordance with the MWMC procurement rules.
- b. Language regarding public records request is added in Section A(6).

In terms of process, the IGA needs to be adopted by the Cities and County and is currently scheduled for consideration by the Governing Bodies in December and January. When the City Councils consider the IGA for adoption, they will also consider adoption of the OM&A. Partner legal counsels and staff have confirmed that their respective staffs will recommend to their

respective Governing Body that they adopt the IGA, and, for the Cities, the OM&A, both as presented.

ACTION REQUESTED

We request the MWMC Board, by motion:

1. Recommend the Governing Bodies adopt the *Second Restated and Amended Intergovernmental Agreement for the Metropolitan Wastewater Management Commission*, substantially on the terms as set forth in the attached document; and

2. Authorize the MWMC Executive Director to enter into the *First Restated and Amended Intergovernmental Agreement for the Provision of Operation, Maintenance and Administrative Services to the Metropolitan Wastewater Management Commission*, substantially on the terms as set forth in the attached document.

ATTACHMENTS

- 1). Second Restated and Amended Intergovernmental Agreement for the Metropolitan Wastewater Management Commission
- 2). First Restated and Amended Intergovernmental Agreement for the Provision of Operation, Maintenance and Administrative Services to the Metropolitan Wastewater Management Commission

**SECOND RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT
Metropolitan Wastewater Management Commission**

THIS SECOND RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made as of this ___ day of _____, 2026 (the “Effective Date”), by and between the City of Springfield, an Oregon municipal corporation (“Springfield”), the City of Eugene, an Oregon municipal corporation (“Eugene”), and Lane County, a political subdivision of the State of Oregon (“County”). Springfield, Eugene, and the County are collectively referred to herein as the “Parties” and individually a “Party.”

RECITALS

- A.** Each of the Cities has adopted, with County co-adoption, an urban growth boundary within which urban services may be provided. Each urban growth boundary includes the land that has been incorporated into that City (urban lands) and certain unincorporated areas surrounding the City which lie entirely within the County (urbanizable land).
- B.** The combined area within the Cities’ urban growth boundaries, as they are now or hereafter established, is a metropolitan area because of its urban or urbanizable character and the close interrelationship between the two Cities and all parts of the area.
- C.** The urban character of the area makes high quality wastewater treatment necessary.
- D.** In order to plan for wastewater collection and treatment on a unified basis within their urban and urbanizable areas, the Parties entered into an agreement January 8, 1974, establishing the Metropolitan Sewer Advisory Commission.
- E.** The Parties then entered into an Intergovernmental Agreement to establish the Metropolitan Wastewater Management Commission (“MWMC”) as the replacement for the Metropolitan Sewer Advisory Commission effective February 9, 1977 (the “Original Agreement”), which was amended effective January 4, 1978, February 16, 1982, July 19, 1991, and April 3, 1998.
- F.** The Original Agreement, as amended, was then restated and amended effective July 5, 2005 (the “First Restated Agreement”) and, at that time, the Parties took action to create the MWMC as an “intergovernmental entity” pursuant to ORS 190.010, 190.080 and 190.085. The First Restated Agreement was amended effective March 19, 2018.
- G.** The Cities have the authority under their charters to provide for all aspects of wastewater collection and treatment and are concerned that it be provided adequately in their environs to prevent health hazards.
- H.** The County, under its charter, has extensive duties under state laws regarding public sanitation, and is concerned about hazards to public health that arise from inadequate wastewater collection and treatment in the area.
- I.** Under their charters and the Oregon Revised Statutes, the Cities and County may cooperate in providing wastewater collection and treatment and may enter into contracts to carry on that function jointly or by transferring the function to one of the governmental units.
- J.** The Cities and the County are determined to provide wastewater collection and treatment on a unified basis within the cities’ urban growth boundaries.

- K.** Each City provides for the local collection of wastewater through that City’s local wastewater conveyance system. These local collection facilities connect to a regional system of wastewater collection facilities owned by the MWMC. Together, these local and regional collection facilities (which do not include private laterals which convey wastewater from individual residential or commercial/industrial connections) convey wastewater to a regional treatment facilities system owned by the MWMC.
- L.** The Parties adopt this Agreement in compliance with ORS 190.010 to reaffirm the creation and continuance of the MWMC, an intergovernmental entity with the powers described in ORS 190.080. This Agreement amends and restates in its entirety the First Restated Agreement, as amended.

AGREEMENT

NOW, THEREFORE, the Recitals above being expressly incorporated herein, the Parties hereby agree as follows:

- 1. Defined Terms.** Some terms are defined in the text of this Agreement and some are defined in Exhibit A. Exhibit A provides an index of terms defined in this Agreement. Defined terms may be used in the singular or the plural, and defined terms that are in one part of speech, such as a noun, may be used in another part of speech, such as a verb.
- 2. Commission.** The Parties acknowledge that the Metropolitan Wastewater Management Commission was created and established by the Parties as an intergovernmental entity as set forth in Recitals E and F in accordance with the requirements in ORS Chapter 190.
- 3. General Function.** The MWMC shall construct, operate and maintain the Regional Facilities. The MWMC shall finance these facilities in accordance with the MWMC’s Financial Plan. The MWMC shall have all the powers allowed to an intergovernmental entity under ORS Chapter 190, as it may be amended from time to time, and any other statute that grants powers to such intergovernmental entities for purposes of carrying out the specific functions set forth in Section 4 of this Agreement.
- 4. Specific Functions.** The MWMC shall perform the following specific functions:
 - (a) Construct, maintain, operate, repair and improve the Regional Facilities pursuant to the MWMC’s Facilities Plan or as directed by the MWMC Board, as defined in Section 5.
 - (b) Implement the Financial Plan and annual budget for the Regional Facilities.
 - (c) Recommend to the Parties a schedule of regional wastewater user fees and regional system development charges (“SDCs”) to support the MWMC’s specific functions. The MWMC’s recommendation shall be based on its consideration of:
 - (i) The rates and amounts that the MWMC reasonably determines are necessary to meet Bond covenants, and to achieve and maintain an unenhanced credit rating of A for the MWMC’s Bonds from at least one nationally recognized rating agency; and

- (ii) Such additional rates and amounts that the MWMC determines are appropriate to adequately fund the actions necessary to perform the MWMC's functions under this Agreement.
- (d) Maintain a comprehensive Facilities Plan to meet the applicable requirements of the NPDES Permit and the State's SDC laws; cooperate and coordinate with the Parties to provide information and analysis needed to comply with statewide planning goal 11 for public facilities and services planning.
- (e) Maintain a Financial Plan to provide guidance for the generation of revenue sufficient for the MWMC to fulfill its functions under the Agreement. Any update of the Financial Plan shall be designed to promote the following objectives:
 - (i) Establishing revenue adequacy to provide for long-term health and stability of the Regional Facilities through a program of monthly wastewater user fees and SDCs that are imposed uniformly throughout the Service Area to achieve full cost recovery;
 - (ii) Fully funding the needs for equipment replacement and major rehabilitation to address the long-term preservation of the Regional Facilities capital assets;
 - (iii) Fully funding a program of capital improvements to address capacity, regulatory and efficiency/effectiveness needs;
 - (iv) Ensuring equity between newly connected and previously connected users for their total contributions toward the Regional Facilities;
 - (v) Ensuring equity between various classes of users based on the volume, strength and flow rate characteristics of their discharges together with any other relevant factors identified by the MWMC;
 - (vi) Ensuring efficient and cost-effective financial administration of the Regional Facilities;
 - (vii) Complying with applicable laws and regulations including those governing the establishment of user fees and the establishment of SDCs, pursuant to ORS 223.297, *et seq.*; and
 - (viii) Those other objectives as determined by the MWMC Board, as defined in Section 5.
- (f) Establish billing and collection systems, if necessary, in locations where such systems are not already established.
- (g) Contract with the Parties as appropriate for the operation and maintenance of the Regional Facilities, administrative services for the MWMC, and for other services as necessary.

- (h) Contract for any goods or services needed for the operation and maintenance of the Regional Facilities as authorized under the Oregon Public Contracting Code, and establish or adopt any necessary rules, policies, or procedures for such procurement.
- (i) Provide service only as specified in Section 9(e), below, and accept septage and other forms of hauled waste appropriate for treatment in the Regional Facilities from areas beyond the Service Area boundaries only as consistent with Oregon’s land use goals and regulations.
- (j) Comply with state and federal standards.
- (k) Adopt minimum uniform standards for pretreatment requirements for industrial and other wastes as necessary.
- (l) Adopt minimum standards for construction and maintenance of the Local Facilities.
- (m) Take any action necessary or convenient to perform the above functions or other duties as specified elsewhere in this Agreement. No powers or duties related to local annexation or growth policies are granted to the MWMC.
- (n) Issue Bonds as provided in ORS 190.080 or as otherwise allowed under state law, and enter into covenants regarding the operation of the Regional Facilities and the imposition of regional wastewater user fees and SDCs that are intended to secure favorable interest rates and other terms for Bonds.
- (o) Make recommendations to the Parties concerning any contemplated expansion of the Service Area, including advising the Parties of potential impacts such an expansion would have on the MWMC and the operation of the Regional Facilities.

5. Membership. The governing body of the MWMC shall be the MWMC Board of Commissioners (the “MWMC Board”) and shall consist of seven (7) voting members:

- (a) Each Party’s Governing Body shall appoint to the MWMC Board one (1) elected official of that Governing Body.
- (b) The City Council of Eugene shall appoint two (2) additional members to the MWMC Board. The City Council of Springfield and the Board of Lane County Commissioners shall each appoint one additional member to the MWMC Board.
- (c) Members of the MWMC Board shall serve for the term set by the MWMC Board in its bylaws and at the pleasure of the Governing Body appointing that member.
- (d) A quorum of the MWMC Board shall be four (4) members providing at least one member appointed by each of the Parties is present. Decisions of the MWMC Board shall require a majority vote of the entire membership (a quorum) unless otherwise provided in this Agreement or by law.

6. **Bylaws.** The MWMC Board shall adopt a set of bylaws governing its conduct. The bylaws shall:
- (a) Establish the times and places of regular meetings.
 - (b) Establish a central office for the MWMC which shall have a mailing address, a means for receiving telephone calls, and a complete set of records of the MWMC, be the main place where information about the MWMC can be obtained, and be under the charge of a designated agent of the MWMC.
 - (c) Prescribe officers of the MWMC Board, including president and other officers to be elected by the Board from among its members. The president shall see that meetings of the MWMC Board are conducted in accordance with its bylaws.
7. **Meetings.** The MWMC Board shall meet regularly at times and places designated in the bylaws. The MWMC Board may hold special and emergency meetings consistent with the Oregon Public Meetings Law.
8. **Functions of the Cities and County.** The Parties shall continue to perform the following functions:
- (a) The Cities shall provide billing and collection of regional wastewater user fees and SDCs. User fees will be billed and collected monthly. Regional SDCs will be billed and collected by Eugene and Springfield in accordance with state law.
 - (b) The Cities shall provide wastewater collection for the Local Facilities.
 - (c) The Cities shall provide customer contact.
 - (d) The Parties shall establish local annexation and growth policies.
9. **Obligations of the Cities and County.** The Parties shall assume the following obligations:
- (a) Each month, the Cities shall remit to the MWMC all revenues that are collected on behalf of the MWMC. Efforts to collect delinquent accounts will be consistent with the policies and practices for the collection of delinquent accounts for other utility fees or charges due to the Eugene Water and Electric Board for such revenues collected by Eugene and the Springfield Utility Board for such revenues collected by Springfield. If Lane County collects revenue on behalf of the MWMC, Lane County will use delinquent account collection policies and practices that are similar to those used by Eugene Water and Electric Board and the Springfield Utility Board.
 - (b) The Cities shall adopt, as a minimum, the MWMC's standards for construction and maintenance of Local Facilities and for pretreatment requirements for industrial and other wastes.
 - (c) The Cities shall adopt regional wastewater user fees and regional wastewater SDCs at the rates and in the amounts recommended by the MWMC pursuant to Section 4(c). Any

objection to the rates or amounts of such user fees or SDCs recommended by the MWMC shall be resolved pursuant to Section 18 of this Agreement.

- (d) The Cities shall provide the MWMC with regular periodic reports of revenues and expenses related to the Regional Facilities.
- (e) The Parties shall establish the Service Area boundaries and provide for adjustment thereto as necessary to ensure that service is provided to areas within the City Limits of Eugene and Springfield (City Limits); to users currently being served or to whom contractual service commitments have been made who are outside the City Limits; and to any other areas outside the City Limits to which service may be extended in conformity with each City's acknowledged comprehensive plan and with the Growth Management provisions in Chapter II of the Metro Plan and the Public Facilities and Services Element provisions in Chapter III of the Metro Plan, as amended.
- (f) The Parties shall make commitments necessary to assist the MWMC in obtaining favorable interest rates and other terms for Bonds approved by the Parties' Governing Bodies under ORS 190.080(1).

10. MWMC's Liabilities. The Parties shall be obligated to impose, collect, and remit to the MWMC regional wastewater user fees and regional SDCs and to comply with the obligations specifically imposed on the Parties and Governing Bodies by this Agreement. Except as provided in the preceding sentence, the Parties shall not be liable for the debts, liabilities or obligations of the MWMC.

11. Grants and Bonds. The MWMC shall apply for grants and issue Bonds, as needed, to achieve the objectives of this Agreement and to carry out an adequate program of wastewater collection and treatment within the Service Area.

12. Hearings. The MWMC may conduct hearings on complaints from: (a) any Rate Payer who is aggrieved by the actions or decisions of the MWMC; or (b) any User, pursuant to the provisions of a City's Pretreatment Code. The MWMC Board may adopt procedures regarding such hearings.

13. Annual Budget and Capital Improvement Program. The MWMC shall prepare an annual, and any necessary supplemental, budget and CIP. The MWMC may make expenditures or incur obligations only within limits set by the budget and CIP. Except for the expenditures the MWMC reasonably determines are necessary to meet Bond covenants and achieve and maintain an unenhanced credit rating of A for the MWMC's Bonds from at least one nationally recognized rating agency, the MWMC shall not make any expenditures until the MWMC's budget and CIP have been ratified by the Parties' Governing Bodies. The MWMC shall deliver its recommended budget and CIP, together with its estimate of the rates and amounts that are necessary to fund the recommended budget and CIP, to the Parties by May 1 of each year. If one of the Governing Bodies objects to the recommended budget, CIP or rates necessary to fund them, the objecting Party shall make every reasonable attempt to use the reconsideration and mediation process set forth in Section 18 in sufficient time to ensure that the MWMC has an approved budget by June 30.

14. Recommendations. Upon recommendation of the MWMC Board, the Parties shall:

- (a) Establish wastewater collection policies.
- (b) Provide the personnel and services necessary for the operation and maintenance of the Regional Facilities at the expense of the MWMC.
- (c) Adopt a system of regional wastewater user fees and regional SDCs as required by Section 9(c) of this Agreement
- (d) Ratify the MWMC budget and CIP pursuant to the provisions of Section 13.
- (e) Assess and collect the regional wastewater user fees and SDCs.
- (f) Apportion funds that the Parties receive for wastewater between the Party and the MWMC in direct proportion to the total fees and charges that are imposed by the Party for wastewater on behalf of the MWMC and the Party.

15. Term. This Agreement shall continue until modified by the unanimous consent of the Governing Bodies.

16. Amendments and Modifications. Any modifications to this Agreement must be made in writing and executed by all Parties.

17. Termination. Except as otherwise set forth herein, a Party, through its Governing Body, may terminate its participation in this Agreement by providing one year's advance notice of termination to the other Governing Bodies. Notwithstanding the foregoing, a Party: (a) that is obligated to collect revenue on behalf of the MWMC may not terminate its participation in this Agreement unless all Bonds have been paid or defeased; and/or (b) that has obligations under the NPDES Permit may not terminate its participation in this Agreement unless MWMC, the terminating Party and DEQ have agreed upon how such obligations will be met upon termination of such Party's participation in this Agreement.

If, upon a Party's termination of its participation in this Agreement, the Parties are unable to agree on the division of assets and liabilities between the Parties, the Parties agree to submit the dispute to the Dispute Resolution process outlined in Section 18.

18. Dispute Resolution.

- (a) If one or more of the Parties' Governing Bodies has a material dispute relating to this Agreement, the Governing Body objecting to the action shall:
 - (i) For disputes involving an action by MWMC, request that the MWMC Board reconsider such action by delivering a written request therefor to the MWMC Board. The MWMC Board may put such action on its agenda for reconsideration at any MWMC Board meeting within 45 days after receipt of the request for reconsideration. Except as provided in Section 18(c) below, if a Governing Body

objects to the MWMC Board’s action after reconsideration by the MWMC Board, the Governing Body may refer the matter to the two City Managers and the County Administrator to be settled by mutual agreement.

(ii) For disputes involving an action by one of the other Governing Bodies, refer the matter to the two City Managers, and County Administrator as applicable, to recommend a resolution to the respective Governing Bodies.

(b) In the event the disputing Parties are unable to resolve such dispute, the disputing Parties shall attempt in good faith to resolve the dispute through confidential non-binding mediation. The disputing Parties shall select a mutually agreeable mediator, if possible with expertise on the disputed issue(s) or, if the disputing parties cannot agree upon a mediator, they shall jointly request the Presiding Judge of Lane County Circuit Court to appoint a mediator with expertise on the disputed issue(s). The disputing parties shall agree upon mediation procedures, or if the parties cannot agree to such procedures, the disputing parties agree to be subject to mediation procedures imposed by the mediator. Each disputing Party shall bear its own costs and expenses for the mediation and shall equally share the costs and expenses assessed by the mediator for administrating the mediation.

(c) Notwithstanding the foregoing, if the dispute regards the MWMC’s determination of rates and amounts pursuant to Section 4(c), the recourse of an objecting Party is limited to submitting the matter to the MWMC Board for reconsideration within thirty (30) days after the MWMC Board’s decision is made. The MWMC Board’s decision on reconsideration of those rates and amounts shall be final.

IN WITNESS WHEREOF, the undersigned, by authority of their respective Governing Bodies, have executed this Agreement.

CITY OF SPRINGFIELD, a municipal corporation of the State of Oregon

CITY OF EUGENE, a municipal corporation of the State of Oregon

By: _____
Springfield City Manager

By: _____
Eugene City Manager

Date: _____

Date: _____

LANE COUNTY, a political subdivision of the State of Oregon

By: _____
Lane County Administrator

Date: _____

Exhibit A

Defined Terms

1. **“Agreement”** has the meaning set forth in the introductory paragraph of this Agreement.
2. **“BFF”** has the meaning set forth in Section 2(e) to Exhibit B.
3. **“BMF”** has the meaning set forth in Section 2(c) to Exhibit B.
4. **“BRS”** has the meaning set forth in Section 2(d) to Exhibit B.
5. **“Bonds”** means bonds, notes, loans and other borrowings of the MWMC that assist the MWMC in carrying out the Facilities Plan.
6. **“CIP”** means the list of capital improvement projects that is included in the MWMC’s annual budget and annually approved by the Governing Bodies.
7. **“Cities”** means Eugene and Springfield.
8. **“City Limits”** means within the city limits of Eugene or Springfield.
9. **“City Manager”** means for the Cities of Springfield and Eugene, their respective City Managers.
10. **“County”** means Lane County.
11. **“County Administrator”** means the Lane County Administrator.
12. **“DEQ”** means the State of Oregon Department of Environmental Quality.
13. **“Effective Date”** has the meaning set forth in the introductory paragraph of this Agreement.
14. **“Eugene”** has the meaning set forth in the introductory paragraph of this Agreement.
15. **“Facilities Plan”** means the MWMC’s 2004 Facilities Plan, with the 2014 Partial Facilities Plan Update, both as periodically updated, amended, or superseded, pursuant to Section 4(d) of this Agreement.
16. **“Financial Plan”** means the MWMC’s 2019 Financial Plan, as periodically updated, amended, or superseded, pursuant to Section 4(e) of this Agreement.
17. **“First Restated Agreement”** has the meaning set forth in Recital F.
18. **“Governing Bodies”** means for the Cities of Springfield and Eugene, their respective City Councils, and for Lane County, the Lane County Board of County Commissioners.
19. **“Local Facilities”** means The City-owned wastewater collection and conveyance facilities within the Urban Growth Boundary that are not Regional Facilities.

20. **“Metro Plan”** means the Eugene-Springfield Metropolitan Area General Plan, with text updated through June 30, 2019 and as amended from time to time.
21. **“MWMC”** has the meaning set forth in Recitals E and F.
22. **“MWMC Board”** has the meaning set forth in Section 5.
23. **“NPDES Permit”** means, as of the Effective Date, the National Pollutant Discharge Elimination System Permit no. 102486 issued by DEQ to the MWMC, Eugene, and Springfield effective November 1, 2022 as may be extended or replaced and superseded by a newly issued permit from DEQ.
24. **“Original Agreement”** has the meaning set forth in Recital E.
25. **“Party”** has the meaning set forth in the introductory paragraph of this Agreement.
26. **“Parties”** has the meaning set forth in the introductory paragraph of this Agreement.
27. **“Pretreatment Code”** means, for the City of Eugene, Eugene Code Sections 6.550 through 6.586; and for the City of Springfield, SMC 4.001 through 4.086, both as may be amended, replaced, or superseded.
28. **“Rate Payer”** means any person or entity responsible for the payment of any charge or fee imposed on behalf of the MWMC.
29. **“Regional Facilities”** means that part of the wastewater collection, conveyance and treatment system, as defined in Exhibit B, of this Agreement, as it may be subsequently modified pursuant to the provisions of Section 3 to Exhibit B.
30. **“SDCs”** has the meaning set forth in Section 4(c).
31. **“Service Area”** has the meaning set forth in Section 9(e) and as of the Effective Date of this Agreement, means the area within the City Limits, the Eugene Airport, the Beneficial Reuse Site, the Biosolids Management Facility, and agricultural sites used for land application of biosolids.
32. **“Springfield”** has the meaning set forth in the introductory paragraph of this Agreement.
33. **“Urban Growth Boundary”** means the Eugene or Springfield Urban Growth Boundary, as adopted by the City and acknowledged by the Land Conservation and Development Commission.
34. **“User”** has the meaning set forth in a City’s Pretreatment Code.
35. **“WPCF”** has the meaning set forth in Section 2(a) to Exhibit B.

Exhibit B

Regional Facilities

1. **Background.** This Exhibit B defines the Regional Facilities necessary to provide for the shared wastewater collection, transport, treatment and disposal needs of the Eugene-Springfield metropolitan area.

Service shall be provided only within the Urban Growth Boundaries consistent with each City's requirements for connection. Facilities shall be designed and constructed to that end, but may be constructed either inside or outside an Urban Growth Boundary.

The Regional Facilities have been integrated with the Local Facilities. The combination of Regional and Local Facilities, including associated real property, comprises the entire wastewater system for the Eugene-Springfield metropolitan area.

2. **Regional Facilities.** The Regional Facilities include the following:
 - (a) The Eugene-Springfield Regional Water Pollution Control Facilities ("WPCF") that are located at 410 River Avenue, Eugene, Oregon.
 - (b) The former Springfield Plant Site located immediately southwest of the intersection of Walnut and Aspen Streets, Springfield, Oregon.
 - (c) The Eugene-Springfield Regional Biosolids Management Facilities ("BMF") that are located at 29689 Awbrey Lane, Eugene, Oregon and adjacent real property located at 90987 Brown Lane, Eugene, Oregon.
 - (d) The Beneficial Reuse Site ("BRS") that is located at 91199 Prairie Road, Junction City, Oregon.
 - (e) The Biocycle Farm Facilities ("BFF") that are located at 29689 Awbrey Lane adjacent to the BMF.
 - (f) All wastewater pipes, regardless of size or type which, as of the Effective Date, are required to transport wastewater to the WPCF, BMF, BFF or BRS from the points at which wastewater flows are combined from areas served by Eugene and Springfield together with:
 - (i) The entire "East Bank Interceptor."
 - (ii) The Glenwood River Crossing and the portions of the Glenwood collection system that convey combined wastewater flows from Eugene and Springfield service areas.
 - (g) Major pump stations, pressure mains and other facilities associated with the Regional Facilities described in Sections 2(a)-(f), above, including but not limited to:

- (i) The Willakenzie Pump Station and associated force main and Owasso bridge river crossings – located at 3050 Goodpasture Lakes Loop, Eugene.
 - (ii) The former Springfield Plant– located at Aspen and Walnut Streets, Springfield.
 - (iii) The Glenwood Pump Station – located at 3580 Franklin Boulevard, Eugene.
 - (iv) The Irvington Pump Station – located at 1248 Irvington Drive, Eugene.
 - (v) The pressure main from the WPCF to the BMF including the recycled water (W2) piping from WPCF to the BMF.
 - (vi) The pressure main from the BMF to the Irvington Pump Station.
 - (vii) The pressure main from its current point of origin approximately 250 feet north of Eighth Avenue on Mill Street in Eugene to the BRS.
 - (viii) The pressure main from the WPCF to the BMF and BFF.
- (h) All other facilities that are not Local Collection Facilities and which, before or after the Effective Date of this Agreement, have been or are acquired or constructed and maintained by the MWMC for purposes of conveying, treating, reusing or disposing of wastewater or wastewater treatment byproducts for wastewater users within the Service Area.

3. No Change Without Redesignation. Regional Facilities shall remain Regional Facilities notwithstanding any change in their function or purpose unless and until the MWMC, in coordination with the affected Party, redesignates them, in whole or in part, as Local Facilities. The need therefore shall be reviewed by the MWMC annually in conjunction with the preparation of the MWMC budget.

**FIRST RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF OPERATION, MAINTENANCE AND ADMINISTRATIVE
SERVICES TO THE METROPOLITAN WASTEWATER MANAGEMENT COMMISSION**

THIS FIRST RESTATED AND AMENDED OPERATION, MAINTENANCE AND ADMINISTRATIVE SERVICES AGREEMENT (the “OM&A IGA” or this “Agreement”) is made as of this ___ day of _____, 2026 (the “Effective Date”), by and between the Metropolitan Wastewater Management Commission, an Oregon intergovernmental entity (“MWMC”), the City of Springfield, an Oregon municipal corporation (“Springfield”), and the City of Eugene, an Oregon municipal corporation (“Eugene”). Springfield and Eugene are collectively referred to herein as the “Cities” and individually as a “City.” The MWMC and the Cities are collectively referred to herein as the “Parties” and individually as a “Party.”

Recitals

- A. The MWMC is an intergovernmental entity established by an intergovernmental agreement to which Springfield, Eugene and Lane County are parties. As of the Effective Date of this OM&A IGA, the terms of that intergovernmental agreement are set out in the Second Restated and Amended Intergovernmental Agreement for the Metropolitan Wastewater Management Commission, effective _____, 2026 (the “MWMC IGA”), which sets forth the functions and obligations of the Cities jointly and of the MWMC.
- B. In the 1980s, each City entered into a separate agreement with the MWMC with respect to the individual City’s provision of certain operation, maintenance and administrative services in connection with the Regional Facilities. The Parties consolidated, amended and restated those separate agreements in their entirety in the Operation, Maintenance and Administrative Services Agreement that took effect on April 19, 2001 (the “Original OM&A IGA”). This OM&A IGA amends and restates in its entirety the Original OM&A IGA.

AGREEMENT

NOW, THEREFORE, the Recitals above being expressly incorporated herein, the Parties hereby agree as follows:

- 1. **Defined Terms.** Some terms are defined in the text of this Agreement and some are defined in Exhibit A, attached hereto and incorporated herein. Exhibit A provides an index of terms defined in this Agreement. Defined terms may be used in the singular or the plural, and defined terms that are in one part of speech, such as a noun, may be used in another part of speech, such as a verb.
- 2. **Scope of Services Provided by Springfield.** Springfield shall:
 - a. **Administrative Services.** Provide to the MWMC the “Administrative Services” described in Exhibit B, attached hereto and incorporated herein.
 - b. **Monthly Budget Reports.** Submit monthly budget reports to the MWMC by the fifteenth (15th) of each month following the month that is the subject of the report, and provide additional budget information if requested, in a format that is within the informational capabilities of Springfield and that is acceptable to the MWMC.

- c. Inspection, Copies, and Audits. Permit the MWMC or its agent, at all reasonable times, to inspect, copy and audit all the administrative and financial records and other information maintained by Springfield with respect to its obligations under this Agreement. Springfield shall maintain separate and complete records of its costs and activities related to Springfield's performance of its obligations under Section 2(a) of this Agreement.

3. Scope of Services Provided by Eugene. Eugene shall:

- a. Operational and Maintenance Functions. Perform the “Operational and Maintenance Functions” described in Exhibit C, attached hereto and incorporated herein.
- b. Monthly Budget Reports. Submit monthly budget reports to the MWMC by the fifteenth (15th) of each month following the month that is the subject of the report, and provide additional budget information if requested, in a format that is within the informational capabilities of Eugene and that is acceptable to the MWMC.
- c. Inspection, Copies, Audits. Permit the MWMC or its agent, at all reasonable times, to inspect the Regional Facilities and to inspect, copy and audit all the operational and financial records and other information maintained by Eugene with respect to its obligations under this Agreement. Eugene shall maintain separate and complete records of its costs and activities related to Eugene's performance of its obligations under Section 3(a) of this Agreement.

4. Best Efforts in Providing Services to MWMC. Each City shall use its best efforts to carry out the respective responsibilities of the City pursuant to Sections 2 and 3, above, at the lowest reasonable cost. In performing their respective functions, each City shall only make expenditures that are within the limits of the budget approved pursuant to Section 7. However, recognizing that the budget approved pursuant to Section 7 may not accurately or completely forecast and reflect all expenditures that may be necessary or appropriate for either City to perform its functions in accordance with this Agreement during the fiscal year, the MWMC and each City agree to advise the other promptly when the MWMC or either City foresees that an over-expenditure of the total approved appropriation of any budget category is necessary or appropriate for either City to perform its functions as described herein so that the MWMC may consider the appropriate budgetary action. If resolution of any disagreement pertaining to costs over budget cannot be informally agreed upon within thirty (30) days of notice thereof, the controversy shall be resolved as provided in Section 10 of this Agreement. Except as may otherwise be provided in this Agreement, the MWMC grants to each City the authority to act as the MWMC's administrative agent where necessary and appropriate to carry out the respective responsibilities of each City pursuant to Sections 2 and 3, above.

5. Indemnification. To the extent limited by the tort claims limits in Oregon law (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7), the Parties agree to indemnify each other as to third party claims (including the Parties' employees, agents, or contractors) against any and all liabilities, causes of action, suits, claims, damages, or costs or fees (including attorney fees) arising from the performance or failure of performance by each Party of their respective obligations under this Agreement (collectively, “Claims”). The Parties also hereby waive all such Claims against each other. However, this waiver shall not apply to any willful misconduct by the Parties or their respective employees, agents, or contractors. The obligations assumed hereunder shall survive the termination or expiration of this Agreement.

///

///

6. MWMC Payment for Services.

- a. Springfield. The MWMC shall reimburse Springfield for direct and indirect expenses incurred in the performance of its obligations under Section 2, in accordance with the budget adopted each year by the MWMC. Indirect expenses charged to the MWMC shall be calculated based on the lesser of: (i) a methodology approved by the Federal government for similar work or projects; or (ii) the indirect rates Springfield charges to its internal departments.
- b. Eugene. The MWMC shall reimburse Eugene monthly, within thirty (30) days of being billed by Eugene, for direct and indirect expenses incurred in the performance of its obligations under Section 3 during the preceding month. Indirect expenses charged to the MWMC shall be calculated based on the lesser of: (i) a methodology approved by the Federal government for similar work or projects; or (ii) the indirect rates Eugene charges to its internal departments.
- c. Right to Appeal. The MWMC shall have the right to appeal or seek clarification of any billing or request for reimbursement within ten (10) days of its receipt and no payment shall be due until thirty (30) days after resolution of such appeal or request for clarification.

7. Budgets and Annual Accounting.

- a. Annual Operating Budget; Process for Approval or Rejection. Eugene shall submit a proposed annual operating budget to the MWMC's Executive Director by February 1st of each year for the succeeding fiscal year beginning July 1st. The proposed budget shall be in a format prescribed by the MWMC, and shall project the cost for performing the functions described in Section 3(a), above, including the cost of supervision and of indirect expenses (e.g. overhead rates) in accordance with Section 6. Budget information shall be consistent with Eugene's budget format as long as it provides a delineation of annual costs to achieve program objectives suitable to the MWMC.

The MWMC Executive Director shall approve or reject the proposed annual operating budget submitted by Eugene by March 1st. If the MWMC Executive Director rejects the proposed operating budget, the MWMC and Eugene shall attempt to arrive at an agreed-upon annual operating budget as soon as is reasonably practicable in accordance with Section 10 of this Agreement.

In any event, approval by the MWMC Executive Director of the proposed annual operating budget submitted by Eugene is conditioned upon final approval of the entire MWMC budget by the Governing Bodies as prescribed in the MWMC IGA. MWMC shall seek to obtain that approval not later than June 30th of each year for the succeeding fiscal year beginning July 1st.

- b. Rejection of Annual Operating Budget; Failure to Adopt MWMC Budget. If by the last day of any fiscal year either: (1) the MWMC and Eugene have not agreed on the annual operating budget; or (2) the Governing Bodies have not approved the entire MWMC budget for the upcoming fiscal year commencing on July 1st, then pending final agreement or approval, unless the Cities agree otherwise:
 - i. Eugene shall continue to provide the Operational and Maintenance Functions, set forth in Exhibit C, and Eugene shall bill Springfield monthly in arrears for its proportionate share of the costs of doing so based on billings for regional wastewater

user fees during the previous fiscal year (and Springfield shall pay such amount within thirty (30) days of the billing), and Eugene will undertake no capital replacement unless the capital expenditure has been approved by prior appropriation or is essential to maintain the health and safety standards required by State or Federal regulations governing the operating of the Regional Facilities; and

- ii. Springfield shall continue to provide the Administrative Services, set forth in Exhibit B, and charge Eugene its proportionate share of the cost therefore as provided in i., above, (and Eugene shall pay such amount within thirty (30) days of the billing), and Springfield will perform no non-essential Administrative Services unless the Cities otherwise agree in writing. The MWMC Executive Director shall determine which services qualify as “non-essential” for the purposes stated herein.
- c. Year End Reconciliation. Within one hundred twenty (120) days following the end of each fiscal year, each City shall reconcile the payments the MWMC has made to it during the prior fiscal year, consistent with generally accepted accounting principles, of all actual revenues realized and expenses incurred by the City in its performance of this Agreement, including indirect expenses. The MWMC shall review such reconciliation and if it agrees with the results thereof, then the City shall promptly return to the MWMC any overpayment and the MWMC shall promptly reimburse the City for any approved expenditures for which the City has not received compensation. If the MWMC does not agree with the results of the reconciliation, and negotiation has failed to resolve the disagreement within sixty (60) days following submission of the reconciliation, the dispute shall be settled as provided in Section 10 of this Agreement.

8. Termination. This Agreement automatically terminates upon the termination of the MWMC IGA.

9. Assignability. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

10. Dispute Resolution.

- a. Disputes Involving Parties. If one or more of the Parties has a material dispute relating to this Agreement, the Party objecting to the action shall refer the matter to the two City Managers, and the MWMC Executive Director, as applicable, for resolution of the matter.
- b. Dispute Resolution Process. In the event the disputing Parties are unable to resolve such dispute in accordance with sections (a) and (b), above, the disputing Parties shall attempt in good faith to resolve the dispute through confidential non-binding mediation. The disputing Parties shall select a mutually agreeable mediator, if possible with expertise on the disputed issue(s) or, if the disputing Parties cannot agree upon a mediator, they shall jointly request the Presiding Judge of Lane County Circuit Court to appoint a mediator with expertise on the disputed issue(s). The disputing Parties shall agree upon mediation procedures, or if the Parties cannot agree to such procedures, the disputing Parties agree to be subject to mediation procedures imposed by the mediator. Each disputing Party shall bear its own costs and expenses for the mediation and shall equally share the costs and expenses assessed by the mediator for administering the mediation.

11. Attorneys' Fees. In the event of any suit, action or other proceeding brought by any Party against one or both of the other Parties to enforce or interpret any of the rights or obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing Party shall pay each prevailing Party such reasonable amounts for fees, costs and expenses, including attorney's fees in such suit, action or other proceeding and any appeal therefrom as may be set by the court.

12. Amendments and Modifications. Any modifications to this Agreement must be made in writing and executed by all Parties.

IN WITNESS WHEREOF, the Parties have entered into this First Restated and Amended Intergovernmental Agreement for the Provision of Operation, Maintenance and Administrative Services to the Metropolitan Wastewater Management Commission effective as of the Effective Date first above written.

CITY OF SPRINGFIELD, a municipal corporation of the State of Oregon

CITY OF EUGENE, a municipal corporation of the State of Oregon

By: _____
Springfield City Manager

By: _____
Eugene City Manager

Date: _____

Date: _____

**METROPOLITAN WASTEWATER
MANAGEMENT COMMISSION**,
an Oregon intergovernmental entity

By: _____
MWMC Executive Director

Date: _____

EXHIBIT A
DEFINED TERMS

1. **“Administrative Services”** means those services as set forth in Sections A and B of Exhibit B to this Agreement.
2. **“Agreement”** has the meaning set forth in the introductory paragraph of this Agreement.
3. **“Capital Improvement Plan”** means the list of capital improvement projects that is included in the MWMC’s annual budget and annually approved by the Governing Bodies.
4. **“City”** has the meaning set forth in the introductory paragraph of this Agreement.
5. **“Cities”** means Eugene and Springfield.
6. **“Claims”** has the meaning set forth in Section 5.
7. **“Contracts for Operations and Maintenance Projects”** means a contract for: (a) the routine, regular or standard purchase of Equipment, services or personal services as needed to support Eugene’s Operations and Maintenance Functions as described in Sections A of Exhibit C to this Agreement; (b) a minor expansion or minor rehabilitation or upgrade of existing Regional Facilities; (c) a minor expansion or minor rehabilitation or upgrade of existing Equipment; and (d) routine maintenance for the Regional Facilities and/or Equipment. “Contracts for Operations and Maintenance Projects” does not include a contract for a Non-Operations and Maintenance Project.
8. **“Deputy Director”** means the MWMC Deputy Director.
9. **“DEQ”** means the State of Oregon Department of Environmental Quality.
10. **“Effective Date”** has the meaning set forth in the introductory paragraph of this Agreement.
11. **“Equipment”** means equipment, tools, vehicles, fixtures, furniture, technology, devices, machinery, supplies (including but not limited to chemicals), systems, or portions thereof, that are a part of the Regional Facilities or support Eugene’s Operations and Maintenance Functions. Any equipment, tools, vehicles, fixtures, furniture, technology, devices, machinery, or supplies that support Springfield’s Administrative Services are excluded from the definition of Equipment.
12. **“Eugene”** has the meaning set forth in the introductory paragraph of this Agreement.
13. **“Executive Director”** means the MWMC Executive Director.
14. **“Governing Bodies”** means for the Cities of Springfield and Eugene, their respective City Councils, and for Lane County, the Lane County Board of County Commissioners.
15. **“MWMC”** has the meaning set forth in the introductory paragraph of this Agreement.

16. **“MWMC Board”** means the MWMC Board of Commissioners, the governing body of the MWMC.
17. **“MWMC IGA”** means the Second Restated and Amended Intergovernmental Agreement for the Metropolitan Wastewater Management Commission, effective _____, 2026, as amended.
18. **“MWMC Pretreatment IGA”** means the Intergovernmental Agreement for Metropolitan Wastewater Management Commission Pretreatment Program Reporting Obligations for Pretreatment Activities Outside of Urban Growth Boundaries, effective May 6, 2025, as amended.
19. **“NPDES Permit”** means, as of the Effective Date, the National Pollutant Discharge Elimination System Permit no. 102486 issued by DEQ to the MWMC, Eugene, and Springfield effective November 1, 2022, as may be extended or replaced and superseded by a newly issued permit from DEQ.
20. **“OM&A IGA”** has the meaning set forth in the introductory paragraph of this Agreement.
21. **“Operational and Maintenance Functions”** means those services as set forth in Sections A of Exhibit C to this Agreement.
22. **“Original OM&A IGA”** has the meaning set forth in Recital B.
23. **“Non-Operations and Maintenance Projects”** means projects for: (a) new Regional Facilities; (b) the significant expansion or major rehabilitation of existing Regional Facilities; (c) the significant expansion or major rehabilitation of existing Equipment; and (d) the acquisition of significant Equipment.
24. **“Party”** has the meaning set forth in the introductory paragraph of this Agreement.
25. **“Parties”** has the meaning set forth in the introductory paragraph of this Agreement.
26. **“Pretreatment Code”** means, for the City of Eugene, Eugene Code Sections 6.550 through 6.586; and for the City of Springfield, SMC 4.001 through 4.086, both as amended, replaced, or superseded.
27. **“Regional Facilities”** means that part of the wastewater collection, conveyance and treatment system, as defined in Exhibit B to the MWMC IGA, as it may be subsequently modified pursuant to the provisions of Section 3 to Exhibit B to the MWMC IGA.
28. **“Regional Wastewater Program”** means all those functions of, services provided by, and obligations of the MWMC in accordance with the MWMC IGA, the NPDES Permit, this Agreement, and otherwise as required by State or Federal law.
29. **“Springfield”** has the meaning set forth in the introductory paragraph of this Agreement.

EXHIBIT B
ADMINISTRATIVE SUPPORT SERVICES

The following list describes the major areas of administrative services to be provided to the MWMC by Springfield. Due to the nature and scope of the Regional Wastewater Program, the services to be performed by Springfield are not limited to those listed. Springfield may expand and contract its level of service to the MWMC as necessary to provide an effective administrative service level for the Regional Wastewater Program.

A. Technical Services.

- (1) Non-Operations and Maintenance Projects for Regional Facilities and Equipment. Springfield will be responsible for development and implementation of the facilities construction program for: (a) new Regional Facilities; (b) the significant expansion or major rehabilitation of existing Regional Facilities; (c) the significant expansion or major rehabilitation of existing Equipment; and (d) the acquisition of significant Equipment (collectively, “Non-Operations and Maintenance Projects”). This includes but is not limited to: preparing bid or proposal documents; reviewing bid or proposal submittals for Equipment and facilities; monitoring construction contracts; performing construction and warranty inspections; reviewing change orders and claims; enforcing contract terms and requirements; and identifying deficiencies and implementing necessary modifications during start-up of the new or expanded Regional Facilities and Equipment. Where it is unclear whether a project is a Non-Operations and Maintenance Project, the MWMC Executive Director shall decide. Contracts for Non-Operations and Maintenance Projects shall be subject to the provisions of Sections A(2) and B(2) of this Exhibit B, below.
- (2) Contracts for Goods and Services. Springfield shall enter into contracts for goods and services as needed to support administration of the Regional Wastewater Program as described in this Exhibit B. In doing so, Springfield shall apply the MWMC’s adopted procurement procedures, as amended and enter into such contracts in the name of the MWMC. The MWMC Board shall approve and authorize all contracts except as the MWMC Board delegates authority by resolution to the MWMC Executive Director, or designee, to approve and authorize certain contracts. Such delegated authority shall not exceed the upper dollar limit allowed by ORS 279B.070 for an intermediate procurement (e.g. in 2025, \$250,000). In support of the MWMC review, Springfield will take appropriate actions including, but not limited to, preparing requests and reviewing proposals for consultant services; reviewing and negotiating contracts; monitoring contracts; reviewing and evaluating consultant reports. The MWMC shall continue to act as the local contract review board for all procurements utilizing the MWMC’s procurement rules.
- (3) MWMC Industrial Pretreatment Program. Prepare, revise, and seek regulatory approval of a model ordinance pertaining to pretreatment requirements for industrial users in accordance with State and/or Federal requirements, in coordination with Eugene staff for adoption by both Cities. Submit a pretreatment report(s) to DEQ in coordination with Eugene staff and as required by the NPDES Permit and the MWMC Pretreatment IGA.
- (4) Regional Facilities Planning. Evaluate hydraulic and treatment capabilities of the Regional Facilities; implement regional flow monitoring and infiltration/inflow programs as needed; develop Capital Improvements Plan; and schedule and implement plans for the Regional Facilities’ improvement and expansion, all in coordination with Eugene staff as needed.

- (5) Technical Information. Prepare and issue technical information and reports for use by the public and regulatory agencies including, but not limited to, monthly reports and environmental reviews; technical support for biosolids management and beneficial reuse program.
- (6) Permit Compliance. Monitor the Regional Wastewater Program to assure compliance with all permits and licenses issued to the MWMC. Except as set forth in Section A (5) of Exhibit C, submit all required reports, documents and information to DEQ.

B. Financial / Administrative Services.

- (1) Grants Administration. Prepare grant applications and amendments; submit requests for reimbursement; monitor financial status.
- (2) Contract Administration. Administer contracts for Non-Operations and Maintenance Projects. For such contracts, determine appropriate funding; establish retainage; authorize payment; monitor financial status of consultants and construction contracts; authorize purchase orders; review invoices; process payments. The MWMC shall be the party to these contracts and such contracts should be made in accordance with the MWMC procurement and contracting policies and procedures.
- (3) Financial Planning and Management. Provide all aspects of financial planning and management for the MWMC, including but not limited to long- and short-range financial planning, general bookkeeping and accounting services, preparing the annual budget and supplemental budgets as needed, procuring and participating in an annual financial audit, analysis of regional user and connections charges, developing methodologies for systems development charges, preparing Capital Improvement Plans, and all management and planning actions necessary to implement the NPDES Permit. Springfield may procure or utilize auditors, financial advisors, bond counsel, financial institutions, and bank accounts on behalf of the MWMC.
- (4) Property Management and Disposal of Assets. Maintain an inventory of all Regional Facilities. Disposal of assets shall be in accordance with the MWMC procurement rules.
- (5) Insurance and Risk Management. Procure coverage for the MWMC functions, activities, and property, including but not limited to: liability; premises liability; fidelity bonds; personal property; real property; and Equipment. The cost of all insurance policies, premiums, and deductibles under this section shall be paid by the MWMC.
- (6) General Administration. Provide services of the MWMC Executive Director and Deputy Director; provide office management; develop standard operating policies and procedures; prepare correspondence and agendas; staff the MWMC Board meetings; prepare monthly status report; provide document control.
- (7) Public Information and Education. Prepare annual report, newsletters and brochures; schedule and conduct public meetings and hearings; perform customer relations; develop and implement a public education program.
- (8) Intergovernmental Coordination. Working together with Eugene staff, provide liaison with regulatory agencies; prepare interagency agreements; monitor Federal and State rules and

regulations; prepare and submit testimony regarding Federal and State rules and regulations; apply for permits and licenses.

- (9) Legal Services. Procure legal services on behalf of the MWMC, at the MWMC's expense, for legal counsel relating to the NPDES Permit; water quality policy and rulemaking; biosolids management facilities; pretreatment; user fees and systems development charges; real property matters; procurement and contracting; risk management; litigation; general governance matters including but not limited to public meetings law and government ethics law; public records requests; and other matters as needed. The MWMC shall be the party to the contract with legal counsel.
- (10) Public Records Requests; Public Inquiries. Springfield and the MWMC are joint custodians of all records regarding the administration of the Regional Wastewater Program as described in this Exhibit B. In the event a public records request is submitted to the MWMC, Springfield shall manage such request as one of its administrative functions provided to the MWMC, at MWMC's expense and, as needed, with assistance from legal counsel for the MWMC. In the event a public records request is submitted to Springfield regarding the Regional Wastewater Program, Springfield shall manage such request at its expense in accordance with Springfield procedures for public records requests. In any event, Springfield and the MWMC agree to coordinate with each other regarding such public records requests and confer with each other regarding any records that may be exempt from disclosure. As part of its administrative functions provided to the MWMC, Springfield agrees to respond to public inquiries related to the functions it performs under this Agreement.

The services provided in Sections A and B of this Exhibit are collectively, the "Administrative Services." In addition, the Parties recognize Springfield: (i) manages its own industrial pretreatment program; and (ii) provides for the local collection of wastewater through its own local wastewater conveyance system, which ultimately connects to the Regional Facilities. Any contracts regarding Springfield's industrial pretreatment program and/or Springfield's local wastewater collection system shall be entered into in the name of Springfield and utilize Springfield's procurement rules and policies.

EXHIBIT C
OPERATIONAL AND MAINTENANCE FUNCTIONS

The following list describes the major areas of operational and maintenance services to be provided to the MWMC by Eugene. Due to the nature and scope of the Regional Wastewater Program, the services to be performed by Eugene are not limited to those listed. Eugene may expand and contract its level of service to the MWMC as necessary to provide effective operational and maintenance services for the Regional Wastewater Program.

A. Operational and Maintenance Functions.

- (1) Operation and Maintenance of Regional Facilities. Eugene will be responsible for operating and maintaining the Regional Facilities in accordance with and in compliance with all applicable laws, ordinances, regulations, and permits issued for their operation by the State or Federal government, and with all agreements by the MWMC affecting the operation or maintenance of the Regional Facilities, and with all accepted standards for similar facilities, which shall include but not be limited to routine and other system maintenance, as well as assisting with implementation of Non-Operations and Maintenance Projects to maintain long-term functionality of existing facilities.
- (2) Septage Haulers. Provide service to septage haulers, which shall include sampling discharges and collection of fees established by the MWMC.
- (3) Laboratory Facilities and Equipment. Operate and maintain laboratory facilities and related Equipment.
- (4) Laboratory Testing. Provide or procure laboratory testing for the Regional Facilities' operation and NPDES Permit requirements, and for industrial discharges and the industrial pretreatment program.
- (5) Reporting. Provide the MWMC, DEQ and EPA with necessary certifications, reports and notifications to meet requirements of applicable laws, ordinances, regulations, and permits.
- (6) Public Records Requests; Public Inquiries. Eugene and the MWMC are joint custodians of all records regarding operations of the Regional Facilities as described in this Exhibit C. In the event a public records request is submitted to Eugene regarding the Regional Wastewater Program, Eugene shall manage such request at its expense in accordance with Eugene procedures for public records requests. In any event, Eugene and the MWMC agree to coordinate with each other regarding such public records requests and confer with each other regarding any records that may be exempt from disclosure. As part of its operations functions provided to the MWMC, Eugene agrees to respond to public inquires related to the functions it performs under this Agreement.
- (7) Operations Reporting. Inform and coordinate with Springfield in its role as administrative services provider to the MWMC regarding issues that may affect the current or future operation of the Regional Facilities and Regional Wastewater Program consistent with regulatory requirements and the MWMC policies and procedures. A monthly operations report comparing the performance of the Regional Facilities to relevant regulatory limits and summarizing the operations and maintenance activities performed shall be provided to the MWMC.

- (8) Contracts for Operations and Maintenance Projects. Eugene shall enter into Contracts for Operations and Maintenance Projects. In doing so, Eugene shall be the party to the contract and shall enter into such contracts in accordance with Eugene procurement and contracting policies and procedures. This includes, but is not limited to, preparing bid or proposal documents; reviewing bid or proposal submittals; reviewing and negotiating contracts; monitoring contracts; performing construction and warranty inspections; reviewing change orders and claims; enforcing contract terms and requirements; and reviewing and evaluating consultant reports. Where it is unclear whether a contract is a Contract for an Operations and Maintenance Project, the MWMC Executive Director shall decide. A monthly report of Contracts for Operations and Maintenance Projects that exceed the upper dollar limit allowed by ORS 279B.070 for an intermediate procurement (*e.g.* in 2025, \$250,000) shall be provided to the MWMC in a format as agreed upon by Eugene and the MWMC. Disposal of assets shall be in accordance with the MWMC procurement rules.
- (9) Interagency Partnership. In partnership and/or coordination with Springfield, provide liaison with regulatory agencies; participate in preparation and negotiation of interagency agreements; monitor Federal and State rules and regulations; prepare testimony regarding Federal and State rules and regulations; participate in the application of permits and licenses; and take such other actions as may be necessary for the proper operation of the Regional Facilities.

The services provided in Sections A of this Exhibit are collectively, the “Operational and Maintenance Functions.” In addition, the Parties recognize Eugene: (i) manages its own industrial pretreatment program; and (ii) provides for the local collection of wastewater through its own local wastewater conveyance system, which ultimately connects to the Regional Facilities. Any contracts regarding Eugene’s industrial pretreatment program and/or Eugene’s local wastewater collection system shall be entered into in the name of Eugene and utilize Eugene’s procurement rules and policies.

AGENDA ITEM SUMMARY	Meeting Date:	12/08/2025
	Meeting Type:	Work Session
	Staff Contact/Dept:	Haley Campbell/Community Development
	Staff Phone No:	541-726-3647
	Estimated Time:	30 Minutes
	Council Goals:	Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

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

ITEM TITLE:

Housing + Design Initiative Code and Plan Update

ACTION REQUESTED:

Review and provide guidance to the project team on the policy questions in the Briefing Memo and Presentation Slides to inform next steps for the code and plan amendments.

ISSUE STATEMENT:

The Housing + Design Initiative Code and Plan Update is continuing the ongoing work of Springfield's [Housing Strategy](#) by helping the City come into compliance with State housing-related statutes and rules. This project aligns with the City's goals for facilitating housing production, affordability, and choice by reducing regulatory barriers. Particular attention is focused on amending the City's Development Code to include clear and objective standards for Mixed-Use Districts as expressed in Springfield's City Council Resolution No. [2023-28](#).

DISCUSSION/FINANCIAL IMPACT:

Background

In 2024, the Department of Land Conservation and Development (DLCD) contracted with Cascadia Partners to work with city staff on the Housing + Design Initiative. The first phase of the project was the code and plan audit, followed by the code and plan concepts, and finally the first draft of Phase 1 of the code and plan amendments. On May 27, 2025, the Council reviewed the draft code and plan audit for the Housing + Design Initiative. On September 22 and October 6, 2025 Council reviewed the draft code and plan concepts, which articulated the conceptual proposals for updating the development code to address the barriers and issues identified in the code audit.

This next phase, the code and plan amendments, are divided into two Phases - Phase 1, includes code amendments to the Climate-Friendly Areas Overlay District, the Mixed-Use Districts, and the Commercial Districts. The Plan Amendments to the Downtown, Gateway, Mid-Springfield and East-Main Refinement Plans are also part of Phase 1. Phase 2 will include amendments to the code for state law compliance, general cleanup/simplification, and to remove barriers to housing production, affordability, and choice.

Discussion

To promote and enhance meaningful discussion and feedback, staff will continue to provide an overview of the code amendments, request a recommendation on key policy decisions that will impact the amendments, and be available for questions. The policy questions for discussion can be found in the Briefing Memo and Presentation Slides. Note that the first seven policy questions in the Council Briefing Memo were shared with Council at a work session on December 1, 2025.

Attachments

1. Council Briefing Memo
2. Common Sense for Springfield Comments
3. Staff Response to Common Sense for Springfield's Comments
4. Climate-Friendly Areas Maps
5. Housing and Design Maps
6. Refinement Plan Maps
7. Presentation Slides

Date: 12/1/2025

To: Nancy Newton

From: Haley Campbell, Senior Planner
Jeff Paschall, Community Development Director

Subject: Housing + Design Initiative Code and Plan Amendments

COUNCIL
BRIEFING
MEMORANDUM

ISSUE: The Housing + Design Initiative Code and Plan Update is continuing the ongoing work of Springfield’s [Housing Strategy](#) by helping the City come into compliance with State housing-related statutes and rules. This project aligns with the City’s goals for facilitating housing production, affordability, and choice by reducing regulatory barriers. Particular attention is focused on amending the City’s Development Code to include clear and objective standards for Mixed-Use Districts as expressed in Springfield City Council Resolution No. [2023-28](#).

COUNCIL GOALS/

MANDATE:

Promote and Enhance our Hometown Feel While Focusing on Livability and Environmental Quality

CODE AND PLAN AMENDMENTS – POLICY DIRECTION

This memo summarizes Phase 1 of the Housing + Design Code Amendments for the Mixed-Use Districts, Climate Friendly Areas Overlay District, and the Commercial Districts. It includes areas where we are seeking policy direction from Council and the feedback we’ve received on these policy questions.

COMMUNITY INPUT

In the Housing and Design Initiative Community Engagement Plan (approved March 18, 2025, by the Planning Commission acting as the Committee for Citizen Involvement), one of the key messages was that “the city is committed to sharing information and gathering valuable input from community members and stakeholders”. To do this our strategy included some outreach goals and voices that we hoped to hear from (including the Governance Committee, Technical Advisory Committee, industry professionals and general public, and the Planning Commission and City Council), a list of planned engagement activities, and some measures of success would be used to evaluate the effectiveness of each community engagement action. Council asked at the September 22, 2025 work session that staff solicit business owner input on the proposed concepts/amendments. Below are the engagement activities and tools that have occurred since that meeting:

Engagement Activities and Tools

- **Met with Common Sense for Springfield on October 14, 2025:** At the meeting, staff presented some initial code and plan concepts and asked Common Sense for Springfield to give us feedback on expanding housing options in the Neighborhood Commercial (NC) and Community Commercial (CC) District along the Main Street/South A Street Corridor. Common Sense for Springfield’s Comments are included in Attachment 2 and Staff’s Response to their traffic concerns can be found in Attachment 3.
- **Connected with Springfield Chamber of Commerce via the Leaders Advisory Meeting on November 5, 2025:** During the meeting, staff presented an overview of the code amendments and sought input on policy direction. Staff were available for questions and comments, and had takeaway business cards, flyer/factsheet, and sign-up sheet. See below

for summaries of the Springfield Chamber of Commerce Leaders Advisory Group policy recommendations.

- **Met with the Technical Advisory Committee (TAC) on November 12, 2025:** At the meeting, staff presented the initial code amendments and sought their input on policy direction. See below for summaries of the Committees policy recommendations.

MIXED-USE DISTRICTS – SPRINGFIELD DEVELOPMENT CODE 3.2.600

These amendments to the Mixed Use Districts (Mixed-Use Commercial (MUC), Mixed-Use Residential (MUR), and Mixed-Use Employment (MUE)) are intended to implement the concepts developed as part of the Housing + Design Project. The amendments achieve multiple objectives:

- Reduce potential barriers to housing development in the mixed-use districts. These barriers include requirements for large amounts of non-residential space to be included in a mixed use development, some restrictive development standards, and unclear design standards that may contribute to uncertainty of approval for some developers.
- Provide a clear and objective approval pathway, particularly related to design standards, as required for any standard that applies to housing under ORS 197.307(4), while providing a more flexible, discretionary design review option if an applicant prefers that option.
- Modernize and simplify the table of permitted uses. The existing table uses very specific and sometimes outdated terms for uses. The amendments implement the same system of use categories that are used in other land use districts.
- Modify the permitted uses in the MUE district so it better aligns with the intended use of this zone in potential future rezonings. No properties are currently mapped to the MUE district. Areas currently in the Booth Kelly Plan District (BKMU) and Light-Medium Industrial/Community Commercial District (LMI/CC) may be rezoned to MUE in order to reduce the total number of land use districts in the code
- Ensure consistency with future designation and adoption of Climate-Friendly Areas (CFAs) as required by OAR 660-012-0320. These state rules were recently updated as part of the Climate-Friendly and Equitable Communities (CFEC) program. A new Climate-Friendly Area (CFA) Overlay District is included (under separate cover) as part of the City’s implementation of these requirements. The CFA Overlay District primarily applies to the mixed-use districts and these amendments are intended to work in concert with that overlay.
- Ensure consistency with state transportation planning rules related to land use and design standards to support walkable, transit-supportive development, as required by OAR 660-012-0330. These rules were also recently updated as part of the Climate-Friendly and Equitable Communities (CFEC) program.
- Miscellaneous additional amendments to ensure consistent with style and organizational conventions with the rest of the code.

MIXED-USE DISTRICTS POLICY DISCUSSION AND PUBLIC INPUT:

Single-Unit Dwelling, detached in the MUR District

Currently staff took the question of continuing to allow detached single unit dwellings to the Housing + Design TAC on November 12, 2025. At the meeting, there were questions/concerns about the size of existing lots in the mixed-use districts and if developers could achieve the minimum density required with the housing types in question (single unit detached or middle housing (for middle housing, see question two below)).

With a proposed minimum density of 20 units per net acre, the maximum lot size would effectively be 2,178 square feet. Generally, in order to achieve a density such as 20 dwelling units per net acre, the developer would need to go vertical (multiple stories) and that’s not

possible with single unit detached homes. Per Springfield Development Code (SDC) 3.2.605(C), “The MUR District is established where a mix of medium and high density residential with commercial uses is intended. . . .Development within the MUR District emphasizes development of multiple unit housing, but may include small scale retail, office and service uses when they are developed as part of a mixed use development in order to increase housing opportunities in close proximity to designated commercial zones. . . .”

1. Do you support retaining detached single-unit dwellings, in the MUR district if they meet the minimum density standards (20 units per net acre)?

Public Input

- The TAC had mixed opinions about whether or not to list single unit detached dwellings as a permitted use in the MUR district. Some thought that it would be misleading to developers as it may not be feasible to meet the minimum density. Others wanted to allow the developer an option of trying to meet that density.

Middle Housing in the MUR and MUC Districts

Middle housing is currently allowed in the MUR and MUC District.

2. Should we continue to allow middle housing in the MUR and MUC districts if they meet the minimum density standards (20 units per net acre)?

Public Input

- The TAC questioned if the proposed density standard of 20 units per net acre would allow middle housing to be built in the mixed-use districts. One TAC member wondered if Planning had completed any scenario planning studies for the probability of small lots meeting the minimum density standards. Staff clarified that it would depend on a number of factors including the minimum lot or parcel size. If middle housing is wanted in the mixed-use districts, we can revisit the minimum lot or parcel size standard in amendments to the draft code.
- Some TAC members were in support of reducing the minimum density standards stating that they believed the higher density number places a burden on housing that could have been built under the existing mixed-use density standards (Note: under the current code, only the MUR district has existing density standards).

Applying a Maximum Height When Residential Abuts an Industrial Use

3. Does the Council support applying a maximum height standard when mixed-use development with residential uses abut an industrial district?

Public Input

- The TAC questioned what the intent was of this standard. If we were building housing in an industrial district or allowing housing above existing commercial/industrial use (aka a live-work unit), why were we proposing to limit the development of housing by applying a maximum height standard?
- Support from the TAC for not requiring a maximum height for residential uses in proximity to industrial. However, the TAC acknowledged that the market right now does not support taller buildings.

Prepare MUE District to Replace Booth Kelly and LMI/CC Districts

This would necessitate changes to the Downtown Refinement Plan to replace the Booth Kelly Mixed-Use (BKMU) District designation with the Mixed-Use Employment (MUE) District and the Gateway Refinement Plan to replace the Mixed-Use Light Medium Industrial/Community Commercial District (MU LMI/CC) with the MUE District. The city will amend the MUE

district to align with the intended uses and development standards of the BKMU and MU LMI/CC designation on the Refinement Plan Diagrams.

Key Changes include:

To the LMI/CC properties

- Multiple unit housing allowed as a second story use if part of mixed-use development
- Wider range of retail, office, and institutional uses allowed than today
- Limit on commercial uses to no more than 40% of the district would be removed

To the BKMU properties

- Heavy Manufacturing and Production Uses require a discretionary permit (currently permitted outright)

4. In the current code, for BKMU “residential uses must be encouraged as second story uses above commercial and industrial uses and must not occupy more than 35% of the MUE District.”

In keeping with the existing policy language, does Council support residential uses in the MUE district only as part of a mixed-use building or development? A minimum of 60 percent of the total ground floor area of all buildings on the site must be occupied by a commercial or industrial use that is permitted in the MUE district.¹

Public Input

- There was broad support from the TAC for keeping the BKMU (future MUE) standard of 60% of the ground floor in a mixed-use building as a commercial or industrial use. Residential uses would be encouraged on the second story to limit conflicting uses.

Heavy Manufacturing and Production as a Discretionary Use in the MUE

5. Do you support making Heavy Manufacturing and Production a discretionary use in MUE?

Public Input

- Regarding Heavy Manufacturing and Production as a discretionary use in the MUE, one TAC member asked what we meant by the term “Production”. The existing code defines it as the “assembly of something”. E.g. the assembly of appliances, apparel, electronic parts, etc. There was concern that making heavy manufacturing and production a discretionary use would impact the existing makers space in Booth Kelly and scare off future developers by asking them to submit this type of application.
- One TAC member recommended that the permitted uses in the future MUE district be as flexible as the existing BKMU district.

The Booth Kelly Mixed-Use Plan District and Downtown Refinement Plan require Development Area Plans and Conceptual Development Plans in certain instances

In 2005, Council adopted Ordinance 6148 to amend the Downtown Refinement Plan. Some of the amendments focused on the Booth Kelly Development Area to recognize the work to restore the Mill Race to its historic character, restoring native vegetation, and improving public access.

¹ Note: The CFA Overlay would allow standalone residential (townhouses and multi-unit housing) outright, and the non-residential requirement would not apply to the portion of the MUE district within the CFA Overlay.

The Refinement Plan requires that before development (including partitioning or subdividing) occurs on the site, a conceptual development plan must be prepared for the entire Booth-Kelly Development Area² and reviewed by the Planning Commission. The following paragraph is excerpted from the Downtown Refinement Plan.

Development proposed for the Booth Kelly site shall normally have a development area of at least 10 acres and comply with an approved conceptual development plan; development of a smaller size may be appropriate if consistent with the conceptual development plan. The conceptual development plan and any subsequent modifications shall comply with the following policies, and be kept on file in the Planning and Development Department. The conceptual development plan for the Development Area shall:

- a) Redevelopment of the site should be sensitive to the natural and historic features of the site, particularly the Mill Race, Mill Pond, riparian vegetation and forested slopes;
- b) Facilitate ecosystem restoration and long-term protection of restored ecosystem functions within the Mill Race Restoration Area, which is described and addressed in Section D below.
- c) Recognize that heavy industrial uses on adjacent property will continue, and ensure that the overall design considers compatibility issues;
- d) Consider providing for the eventual uncovering or relocation of the enclosed portion of the Mill Race;
- e) Consider providing for the eventual uncovering or relocation of the remaining enclosed portion of the Mill Race consistent with the overall plan for the Mill Race ecosystem restoration, and associated public access and recreational benefits.
- f) Minimize the effect and rate of surface runoff into the Mill Race and Mill Pond from construction of new impervious surfaces, using techniques which include but are not limited to the following:
 - 1) temporary ponding of water,
 - 2) minimizing impervious surfaces,
 - 3) emphasizing natural water percolation,
 - 4) prevention of water flowing from roadways in an uncontrolled fashion,
 - 5) stabilization of natural drainageways using techniques consistent with the natural character of the Mill Race and Mill Pond,
 - 6) use of filtration systems to improve the quality of water entering the Mill Race and Mill Pond.
- g) Including a master stormwater quality and quantity management plan for the site that achieves the objectives of:
 - 1) eliminating discharges of stormwater to the Mill Race or other public stormwater conveyance facilities that do not meet water quality standards;
 - 2) managing all stormwater flows on and through the site in a manner that does not require additional new constructed outfalls to the Mill Race;
 - 3) preventing erosion and sediment movement; and
 - 4) protecting the ecosystem, functions, and benefits within the Mill Race Restoration Area. Minimize the effect and rate of surface runoff into the Mill Race and Mill Pond site.

Another policy in the Downtown Refinement Plan for Booth Kelly states:

- 4) Development within this designation bordering the Mill Race Restoration Area shall comply with the following policies and must generally support fulfillment of the obligations of the City to maintain the functions and benefits of the Mill Race Ecosystem Restoration Project jointly undertaken by the City and the U.S. Army Corps of Engineers, as well as the City's obligations under the Clean Water, Endangered Species, and Safe Drinking Water Acts.

² The Booth-Kelly Development Area includes the area lying directly adjacent to and south of the Mill Race Restoration Area.

- a) Permitted uses, developments and property management activities within this designation must not generate levels of light, noise, pollution or other negative impacts that are deleterious to the ecosystem functions within the Mill Race Restoration Area;
- b) Vegetation within the Mill Race Restoration Area must be protected and managed for the purposes of protection of ecosystem functions and benefits. Invasion or nuisance plant species may be removed, however natural or introduced vegetation for the purposes of providing wetland, stormwater, riparian, or other ecosystem functions shall be preserved.
- c) Public access to the Mill Race and associated recreation and educational facilities shall be increased over time, in a manner consistent with protection of restored ecosystem functions as security concerns are addressed.
- d) Screening and buffering of land uses and their impacts adjacent to the Mill Race Restoration Area may be required.
- e) All outdoor storage of materials, chemicals, and any substances that have potential to leach pollutants to ground or surface waters shall be covered, and appropriate containment must be provided.
- f) Stormwater shall be managed on-site, including, as needed, an appropriate combination of the construction and maintenance of stormwater filtration, detention and/or retention facilities, constructed stormwater management wetlands or ponds, and installation of mechanical stormwater pretreatment devices, to minimize discharge of pollutants and peak flows to the Mill Race and/or the public storm drainage system.

Per SDC 3.4.315 Conceptual Development Plan, major redevelopment and new construction shall be consistent with a Conceptual Development Plan approved by the Planning Commission. Development shall occur as specified in a Conceptual Development Plan for the entire BKMU Plan District. There are no Conceptual Development Plan approval standards in the code and Conceptual Development Plans are only required in the BKMU and Campus Industrial district.

Since 2005, the City and its partners have completed restoration of the Mill Pond area at Booth Kelly which opened to the public in 2017. The City of Springfield owns the Booth Kelly Mill Complex which includes over 200,000 square feet of large industrial and commercial warehouse, storage, manufacturing and office spaces. The City’s Capital Improvement Program includes Implementation of the Booth Kelly Stormwater Drainage Plan and the Lower Mill Race Project which is to design and construct a daylight or diversion pretreatment structure, an offline water quality treatment facility, and a green pipe open channel improvement.

The Development Area Plan/Conceptual Development Plan can be a barrier to minor improvements on the BKMU site.

6. How does Council want to handle these policies regarding development/redevelopment within the Booth Kelly area?

- a. **Retain the existing policies and code requirements.**
- b. **Incorporate these policies into the Development Code to be addressed through the Master Plan process or Site Plan Review process. A Master Plan is a more common type of land use application than a conceptual development plan and is codified in SDC 5.13.100. The Applicability of Master Plans in SDC 5.13.110(A) states that a master plan should apply when a property is 5 acres or greater and the applicant desires development to be phased over a period to exceed 7 years.³ If phasing is not desired, we would also allow a Site Plan Review application for minor redevelopment/new construction. We can define “minor” in the draft code**

³ SDC 5.13.110(A)(2) says that the Director may allow an exception to the Master Plan 5-acre minimum, if the applicant requests phasing for more than 3 years.

amendments. Note: this approach would require distinguishing the Booth Kelly area from the Q/Laura Street MU LMI/CC area as both are proposed to be rezoned as MUE.

c. Remove some or all of these policies in the Downtown Refinement Plan.

**CLIMATE-FRIENDLY AREAS OVERLAY DISTRICT – SPRINGFIELD
DEVELOPMENT CODE 3.3.600**

In 2023, the Land Conservation and Development Commission (LCDC) initiated rulemaking for the Climate-Friendly and Equitable Communities (CFEC) program in response to Oregon State Executive Order 20-04. The rules require cities to update their land use regulations to allow relatively dense mixed-use development with access to walking, biking, and transit options in select locations called Climate-Friendly Areas (CFAs). On February 10, 2025, City Council discussed community feedback on potential CFA options, infrastructure availability, housing capacity, market conditions, and the degree to which CFA requirements align with Springfield’s adopted plans and development regulations. Based on that discussion, Council provided direction on where and how to designate CFAs, which will result in:

- Glenwood Riverfront as a primary CFA
- Downtown as a secondary CFA
- Mohawk as a secondary CFA

Per State rules, primary CFAs must allow higher densities and heights as compared to secondary CFAs. In the Glenwood Riverfront CFA, the current minimum density is 50 dwelling units per net acre with no maximum height limits, which aligns well with primary CFA requirements. Secondary CFAs must require a minimum density of at least 15 units per net acre and allow heights of 50 feet. This Council work session will focus on the Downtown and Mohawk secondary CFAs as those are being implemented by the CFA Overlay District, which relates to standards in the base mixed-use districts. The Glenwood Riverfront CFA will be implemented with plan and code amendments specific to that area, which will be brought forward for Council input in 2026. City staff have been closely coordinating the CFA project with the Glenwood master plan area efforts, and the intent of recent plan and code changes for the master plan area will be maintained.

The purpose of the CFA Overlay District is to address land use requirements for secondary CFAs. This work has also included coordinating with amendments to the base mixed-use districts as part of the City’s Housing + Design Initiative. The amendments seek to continue to implement the general policy intent of the mixed-use districts and Nodal Development (ND) Overlay while complying with CFA requirements and making other improvements. The amendments achieve the following objectives:

- This new CFA Overlay District will replace the existing ND Overlay District where it applies in the Downtown and Mohawk areas since these two overlays share a similar intent to support mixed-use areas with walking, biking, and transit options. The existing ND Overlay was not fully compliant with land use requirements in CFAs and included standards that were not clear and objective as required for any standard that applies to housing under ORS 197.307(4).
- Comply with land use requirements for CFAs under OAR 660-012-0320 that address permitted uses, density, height, block length, and other topics.
- Standalone non-residential development is proposed to be permitted on MUR lots within the CFA Overlay District to comply with CFA requirements.(Note: Standalone non-residential is currently allowed on MUC and MUE lots.)
- Standalone residential development is proposed to be permitted on MUC lots within the CFA Overlay District that do not have frontage on an arterial street as well as on MUE lots. The intent of this change is to lessen barriers to medium to high density housing because mixed use development is not always economically feasible and to ensure this change

- complies with CFA requirements. (Note: Standalone residential is currently allowed on MUR lots.)
- For MUC lots within the CFA Overlay District that have frontage on an arterial street, non-residential buildings and mixed-use development would continue to be permitted. Arterial streets in the Mohawk and Downtown CFAs include Main Street, South A Street, Pioneer Parkway, 14th Street, Centennial Blvd, and Olympic Street. The maps in Attachment 4 outline MUC lots where the non-residential requirement will remain. The intent is to continue to require commercial and other non-residential uses to front arterial streets to maintain Springfield’s employment land supply and maximize economic uses in corridors that provide the most optimal locations and best exposure for commercial uses.
 - Currently, per SDC 3.2.630(A)(1)(b) new buildings on lots within the MUC district must dedicate at least 60% of the ground floor area be dedicated to commercial uses to ensure preservation of the commercial land supply. There is an exception that allows income-qualified housing to be developed without a commercial component. The draft mixed-use districts code amendments propose to reduce this requirement to be at least 30% of ground floor area or 10,000 square feet, whichever is less.
 - Members of the TAC suggested requiring a minimum length of street frontage dedicated to non-residential uses as an alternative to requiring a minimum ground floor area of a building be dedicated to non-residential uses. Staff are working to refine code language to implement further changes for this topic.
 - Comply with transportation planning rules related to land use and design standards to support walkable, transit-supportive development, as required by OAR 660-012-0330. These require address building orientation and design, pedestrian access and circulation, connectivity, block length, and other issues. The base mixed-use districts are also subject to these requirements. The CFA Overlay implements additional associated requirements for CFAs under OAR 660-012-0320.
 - Coordinate with amendments to base mixed-use districts. These include a simplified use table and a clear and objective approval pathway for housing, particularly related to design standards.

CFA OVERLAY DISTRICT POLICY DISCUSSION AND PUBLIC INPUT:

Automobile-Oriented and Automobile-Dependent Uses in the CFA Overlay District

To maintain the intent of the mixed-use districts and ND Overlay to support walkable, mixed-use areas, the City could continue to prohibit new automobile-oriented⁴ and automobile-dependent⁵ retail uses in the CFA Overlay District. The State rules do not require cities to prohibit these uses, but there are rules for walkable design standards, such as limiting drive-throughs, limiting driveway access points, and providing pedestrian access. Currently, existing automobile-oriented and automobile-dependent uses within the Downtown Exception Area may remain or expand as permitted uses. Staff propose to expand that allowance to the CFA Overlay District to allow for future growth of existing automobile-oriented and automobile-dependent businesses. Based on TAC feedback, staff have outlined a few potential approaches for this topic that are listed in order from most to least restrictive.

⁴ SDC 6.1.110 Automobile-Oriented Use: A use where automobiles and/or other motor vehicles are an integral part of the use, such as drive-up, drive-in, and drive-through facilities. Automobile-oriented drive-up and drive-throughs must have indoor seating. Without indoor customer seating the use is classified as automobile dependent as defined above.

⁵ SDC 6.1.110 Automobile-Dependent Use: A use where automobiles and/or other motor vehicles are served by the use and the use would not exist without them, such as vehicle repair, gas station, car wash, or auto and truck sales. Automobile-dependent also includes a drive-up or drive-through that does not have any indoor customer seating.

1. **Should new automobile-oriented and automobile-dependent uses be prohibited or limited within the CFA Overlay District? Potential approaches could include:**
 - a. **Continue to prohibit new uses while allowing existing uses (most consistent with current policy and code)**
 - b. **Be more specific about particular uses that should be prohibited instead of referring to the broad use categories**
 - c. **Allow as discretionary uses subject to specific standards**
 - d. **Allow as permitted uses**

Public Input

- Some TAC members provided feedback to consider being more specific about particular uses we want to prohibit instead of referring to the broad use categories. Some members gave examples of automobile-oriented uses that could fit well in a downtown setting and contribute to a walkable environment.
- Some TAC members provided feedback to consider regulating through design standards instead of prohibiting uses, which would allow flexibility for future uses with a focus on walkable design.
- Some TAC members provided feedback to consider allowing these as discretionary uses instead of prohibiting.

Maximum Building Setbacks for lots with frontage on arterials in the CFA Overlay District

In SDC 3.2.625(B)(1), a 10-foot maximum building setback currently applies in the Downtown Mixed Use Area, but there is a lack of clarity between this and the Downtown Exception Area having no setback standards since these two areas mostly overlap. TAC member feedback expressed broad support for removing the maximum building setback requirement. However, part of Senate Bill 1537 (2024) allows temporary⁶ flexibility on specified land use regulations for qualifying residential developments, which includes allowances for adjustments that mixed-use buildings can be fully residential if the building is setback 20 feet or more from the street regardless of local requirements for ground floor non-residential. Due to this, staff are proposing to revise the code standard to be a 15-foot maximum building setback that applies to lots with frontage on arterials in the CFA Overlay District to maximize uses on corridors that provide the most exposure by requiring buildings to be closer to the street and to maintain the employment land supply.

2. **Does the Council support or have concerns with applying a 15-foot maximum building setback requirement for lots with frontage on an arterial in the CFA Overlay District?**

Public Input

- Most TAC members expressed broad support for removing the maximum building setback requirement altogether to allow developers to decide setbacks based on site conditions.
- There was some TAC member desire to maintain space for adequate bike/pedestrian facilities between buildings and the street as future right-of-way is acquired. Staff clarified that there are some areas in Springfield with special street setbacks to address the need for future right-of-way expansion.

COMMERCIAL DISTRICTS – SPRINGFIELD DEVELOPMENT CODE 3.2.300

The amendments to the Commercial Districts are primarily intended to remove barriers to housing production in these districts. Housing as part of a mixed-use development would be permitted in the Neighborhood Commercial (NC) district. Both standalone and mixed-use

⁶ The mandatory adjustments portion of the bill sunsets January 2, 2032.

housing would be allowed in the Community Commercial (CC) district under certain criteria. New minimum standards for the amount of commercial space in a mixed-use development are included in the amendments. Minor revisions to development standards are intended to reduce barriers to higher density housing.

These amendments also ensure consistency with state transportation planning rules related to land use and design standards to support walkable, transit-supportive development (OAR 660-012-0330). These rules were recently updated as part of the Climate-Friendly and Equitable Communities (CFEC) program.

COMMERCIAL DISTRICTS POLICY DISCUSSION AND PUBLIC INPUT:

As noted above, the Housing + Design Initiative will allow standalone and mixed-use housing in the CC district along Main Street under certain criteria. That criterion is for mixed-use development with residential uses on properties under one acre within 1,750 feet from Main Street or South A Street. The code will require either a minimum ground floor commercial area in a mixed-use building/development or a minimum length of street frontage that must be a commercial use along arterials (for a discussion on the minimum ground floor area or minimum length of street frontage see questions four and five below). Standalone multiple unit dwellings would also be permitted on sites less than one acre with frontage on a local or collector street (off the corridor).

Middle Housing

For the Permitted Uses Table 3.2.320: to retain our Main Street and South A commercial corridor:

- 1. Do you support not allowing middle housing in the CC district on Main Street/South A Street? The only residential uses that would be allowed are mixed-use development with residential uses on Main Street/South A or multiple unit housing on local or collector streets.**

Public Input

- One TAC member wondered if we would allow lot consolidation for middle housing development. Staff clarified that we would allow consolidation but not allow lot division (e.g. we would not allow large lots to be subdivided to produce lots under one acre so that they could build middle housing in the community commercial district).
- The TAC did not reach consensus on whether or not to allow middle housing in the CC district.

Modify the Step-down Standard for Commercial/Mixed-Uses Abutting Residential District

The CC, MUR, MUC, MUE, and Booth Kelly districts all require that the maximum height of buildings “step-down” to no more than 35-50 feet on the portion of a property that is within 50 feet of an adjacent R-1 or R-2 district. The intent of this standard is to prevent stark contrasts in building heights between the commercial/mixed-use districts and adjacent residential districts.

However, the current standard may also present a significant barrier to high density housing development on lots that abut the R-1 or R-2 districts. The vertical aspect of the standard (the reduction in building height to 35-50 feet) is reasonable, given that most existing housing developments in these districts are likely just 2-3 stories, which is usually lower than 35-50 feet.

The horizontal aspect of this standard, which requires that lower building height apply to all portions of the site within 50 feet of abutting R-1 or R-2 district, is the issue. Some lots that abut residential districts are only 100-125 feet deep. Other lots in these districts have frontage on a side street and the longest lot line abuts the residential district; these lots are often only 50-75 feet wide. In these situations, the current standard would effectively require that a substantial

area of the lot, or perhaps nearly the entire lot, be subject to the maximum height of the abutting district.

When these types of height step-down requirements apply, a developer will often decide to either move the entire building outside the lower height area or construct the entire building to the lower height standard. Constructing a building with a step-down in height is more expensive, complicates floor plan layouts and internal systems, and can increase the risk of water intrusion. Therefore, this height step-down can effectively function as a building setback requirement of 50 feet or a significantly lower maximum height standard.

To reduce the negative impact of the current height step-down standard on housing development, it is recommended to reduce the horizontal dimension where the height step-down is required. A lower maximum height on any portion of a site within 25 feet (reduced from 50 feet) of an adjacent R-1 or R-2 district is recommended. This standard would make it more feasible on smaller sites to fit the building within the portion of the site where the height-step down does not apply, therefore allowing for a building where all stories have the same floorplate. If the building extends into the height step-down area, this standard will ensure that a smaller portion of the floorplate would be required to step-down to the lower height than under the current standard. This reduces the negative impact on construction costs and loss of revenue-generating leasable space.

2. **The CC, MUR, MUC, MUE, and Booth Kelly districts all currently require that the maximum height of buildings “step-down” to no more than 35-50 feet on the portion of a property that is within 50 feet of an adjacent R-1 or R-2 district. A visual example of the existing and proposed step-down standard is shown in the presentation slides. Does Council agree to reduce the distance from the residential district that would trigger a step-down in the height of the building? Staff have proposed a reduction from 50’ to 25’ from the property line.**

Livability for Residential in Proximity to Industrial

When mixed-use buildings with residential uses or multiple unit housing abut an industrial district, staff are proposing additional setbacks, screening/landscaping, and reduced height standards:

SDC 3.2.330 Commercial District – Setbacks

- (C) Interior Side, Rear Yard Building Setback for All Commercial Districts (NC, CC, MRC, and GO)

- (2) When a mixed-use building with residential uses or multiple unit housing is abutting a Light Medium Industrial (LMI), Heavy Industrial (HI), or Special Heavy Industrial (SHI) district, the following building setbacks apply:

- (a) The interior side and rear yard setbacks are 20 feet.
- (b) The setbacks may be reduced by up to 50 percent when a masonry or decorative concrete wall at least 8 feet in height is provided. The wall must be an extension of the building, complement the façade of the building, and meet the landscape buffering standards in SDC 3.2.345(C).

SDC 3.2.340 Commercial District – Height

- (D) Height Standard When Abutting an Industrial District. When the Neighborhood Commercial (NC) or Community Commercial district (CC) allows a mixed-use building with residential uses or multiple unit housing and abuts an industrial district, the building height within 50 feet of an industrial district must not exceed 50 feet.

The Refinement Plans also include relevant policies related to industrial/commercial and residential compatibility.

For the Downtown Refinement Plan:

- In the Downtown/Mixed-Use Area and Nodal Development Overlay, Policy 3 states that “Development along edges of the Downtown Refinement Plan area should include design and development features that promote compatibility and transition to adjacent uses.”
- In the Booth-Kelly Development Area, Policy 2 c) says that the conceptual development plan that shall be prepared for the entire Booth-Kelly Development Area shall “recognize that heavy industrial uses on adjacent property will continue and ensure that the overall design considers compatibility issues.”

Note: For more information about the Booth Kelly Mixed-Use Plan District and Downtown Refinement Plan requirements for Development Area Plans see policy 6 above in the Mixed-Use Districts.

For the East Main Refinement Plan:

- Commercial Element Policy 4 requires applicants to provide buffering between commercial and residential uses.
- Industrial Element Policy 3 states that where Heavy Industrial Plan Designations abut residential uses, a 20-foot-wide buffer with vegetative screen shall be required and the mechanism which shall trigger the installation of this buffer shall be when a new or expanding industrial use is proposed to come within 100 feet of a residential district.

For the Gateway Refinement Plan:

- The Industrial Element Policy 4 requires adequate buffering and to mitigate conflicts between Shelly Street and “Q”/Laura Street Sub-area for industrial and commercial uses that are adjacent to residential areas, and between industrial and commercial uses within the “Q”/Laura Street Sub-areas.

To do this, the refinement plan states that:

- Review will emphasize the minimization of lighting, noise, olfactory, and visual impacts from industrial and commercial development on adjacent residential and between industrial and commercial uses.
- It requires the retention of existing trees in required setback areas where feasible.
- And the “Q”/Laura Street Sub-area will be the target for specific enforcement efforts to obtain compliance with SDC screening and buffering requirements.

For the Mid Springfield Refinement Plan:

- The text of the purpose of the Mid-Springfield Refinement Plan was amended by Ordinance Number 6463 on November 20, 2023. The text states that the primary reason for revising this plan was to 1) assign site-specific Mixed-Use plan designations; and 2) to recognize the needs of industrial and commercial land uses and to resolve conflicts with residential neighbors.

- Industrial Development Policy 7, Commercial Development Policy 2, and Residential Development Policy 1 and 2 note that development shall eliminate mixed-use plan designations so as to avoid the perpetuation of land use conflicts between industrial, commercial, and residential except in Nodal Development Area 9C as shown on the Potential Nodal Development Areas Map in the TransPlan.
- 3. Based on the code and refinement plan policies above, do you think the existing/proposed standards protect livability within commercial districts and mitigate visual and noise impacts from industrial operations or are additional mitigation measures necessary? Potential approaches could include:**
- a. Rely on the proposed code standards listed above.
 - b. Increase required setbacks/buffering.
 - c. Continue to explore options to address compatibility.
 - d. Don't allow residential uses in proximity to industrial uses.

Public Input

- The Housing + Design Initiative Code and Plan Concepts for the Main Street/South A Street Corridor were shared with Common Sense for Springfield on October 14, 2025. At that meeting, Common Sense for Springfield members stated that they were concerned about the impact that increased residential development could have on the ongoing industrial uses along portions of Main Street, which are vital to our local economy
- The Springfield Chamber of Commerce Leaders Advisory Group was concerned about standards that would prevent new housing from being developed in proximity to industrial. One Leaders Advisory Group member mentioned that an alternative could be to not allow residential uses abutting industrial uses.
- The TAC questioned what the intent was of this standard; is it to protect the residential use from the industrial or the industrial use from the residential use? One member said these livability standards would limit the number of units being built on these sites.
- Staff clarified that we've taken this question to the Common Sense for Springfield meeting and to Council at the September 16, 2025 work session. At those meetings staff heard concerns about residential livability in close proximity to industrial.
- The TAC did not feel that increasing landscaping, setbacks, or reducing height would have a real impact on livability.

Minimum Ground Floor Area and Minimum Length of Street Frontage Options

Back in September and October, staff reported the findings of the Code Concepts to the City Council. One concept in the report was to apply flexible and achievable standards for the minimum amount of non-residential space in mixed-use developments, recognizing that the amount of commercial space that must be provided can have a significant impact on the economic feasibility of mixed-use development.

To address this, two methods were recommended – apply a minimum ground floor area standard or apply a minimum length of street frontage standard. The proposed code shared with the TAC includes a standard to require a minimum of 30% of the ground floor area or 10,000 square feet, whichever is less, for sites under 1 acre when they are within 1,750 feet from Main or South A Street. The proposed code amendments do not include a minimum length of street frontage standard.

Members of the TAC and Springfield Chamber of Commerce Leaders Advisory Group recommended that a minimum length of street frontage also be included as an alternative to the minimum ground floor area. Examples of other jurisdictions minimum street frontage requirement can be found in the presentation slides.

4. **Does Council support allowing two ways for a developer to meet the minimum amount of non-residential space in a mixed-use development (E.g. a minimum ground floor area standard and a minimum length of street frontage standard)?**

Ground-Floor Commercial Requirement Alternative

For the ground floor commercial requirement in a mixed-use building:

5. **Could we allow Commercial-Ready Space in addition to or in lieu of providing the minimum ground floor area or minimum length of street frontage options described above? See presentation slides for an example of another jurisdictions code.**

Public Input

- There was broad support from the TAC for this reasonable exception to the ground floor commercial requirement. One member cautioned that the interior height requirement of 12 feet could be deal killer for some projects and not get any housing above – so recommended that the minimum ground floor height requirement be reduced if possible. Other TAC members recommended keeping the interior height requirement of 12 feet so that commercial uses could still be possible in a ground floor development space.

Mixed-Use Districts in East Main Refinement Plan

The Springfield Comprehensive Plan designates most of the land along Main Street in the East Main Refinement Plan area as Mixed Use. This designation is intended to recognize the existing mixture of commercial, industrial, and medium/high density residential uses and to provide direction for future development.

In Area 2 the following land uses are allowed:

- In the CC district, R-2 and R-3 residential uses are allowed along with all CC district uses.
- LMI uses are also permitted when a Development Area Plan of at least 1 acre is prepared prior to rezoning a property to LMI.⁷

In Area 2A and 2B the following land uses are allowed:

- All properties in the 2A or 2B areas shall be legislative rezoned to R-3. As an alternative to R-3, the MUR land use district is also appropriate in the 2A area when requested by the property owner.
- CC or LMI uses are permitted on a maximum of 40% (3.4 acres) of the 2A property if a Development Area Plan for the entire site is prepared prior to rezoning the 3.4 acres to either CC or LMI. CC uses are permitted on a maximum of 40% (10.3 acres) of the 2B area if a Development Area Plan for the entire site is prepared prior to rezoning the 10.3 to CC. No partitioning or lot line adjustment is allowed prior to Development Area Plan approval.

In Area 3 the following land uses are allowed:

- In the CC district, R-2 and R-3 residential uses are allowed along with all CC district uses.

To address plan/zone consistency, Cascadia provided the following options:

⁷ Note: The reference to Development Area Plan in the East Main Refinement Plan is a cleanup item that will be struck from the East-Main Refinement Plan. It is a cleanup item because only SDC 3.4.310 Development Area Plan and Design Standards in the Booth Kelly Mixed-Use District mentions the requirements for a Development Area Plan. There are no standards for Development Area Plans in any other sections of the development code.

Options:	Pros:	Cons:
A: Clarify that applicant can decide between R-2 or R-3 standards.	No change in applicable regulations	More complex standards
B: Apply the same development standards as are proposed for housing in the rest of the CC district.	Allows for higher densities than R-2 or R-3 district standards and would have consistency throughout the CC district	May not be consistent with the original intent of the designation (e.g. assumed lower densities)
C: Rezone this area to MUC	This simplifies the plan designations and CC district regulations	May not be consistent with the original intent of the designation and will require additional design standards to comply with the MUC standards.

6. Does Council have a preference for Option A, B, or C to resolve the East Main Refinement Plan plan/zone conflicts?

RECOMMENDED ACTION: This meeting is an opportunity for the City Council to provide input and policy direction on the code amendments.

NEXT STEPS

The next work session to review these Code and Plan Amendments with Council will occur in 2026.



Springfield City Council
City of Springfield
225 Fifth Street
Springfield, OR 97477

RE: Housing Code Updates

Dear Mayor VanGordon, Springfield City Council, and Staff,

On behalf of Common Sense For Springfield, an organization dedicated to encouraging public debate and discussion of related public policy issues for the economic and overall welfare of the community of Springfield, I want to extend our sincere thanks for attending the recent meeting to discuss the proposed housing code updates. Your presence and engagement were greatly appreciated.

We were particularly impressed by the professionalism of the city staff, who took thorough notes and made every effort to clarify our concerns. Their attentiveness ensured that all voices were heard and understood.

Our group is generally in favor of introducing more flexibility in land use regulations, as we believe it can foster economic growth and community development. However, we would like to reiterate two key concerns raised during the meeting. First, the potential traffic issues arising from mixing commercial and industrial uses with residential development, including the secondary effects on infrastructure such as roads, utilities, and public services. Second, the impact that increased residential development could have on the ongoing industrial uses along portions of Main Street, which are vital to our local economy.

We urge the Council to carefully consider these matters as you move forward with the updates, and we look forward to continued dialogue to ensure balanced policies that benefit all residents and businesses in Springfield.

Thank you again for your time and commitment to our community.

Sincerely,

Common Sense For Springfield

Date: 12/1/2025
To: City Council
From: Haley Campbell, Senior Planner
Jeff Paschall, Community Development Director
Subject: Response to Common Sense for Springfield –
Housing + Design Initiative Public Testimony

**SUMMARY OF COMMENTS RECEIVED FROM COMMON SENSE FOR
SPRINGFIELD AND STAFF’S RESPONSE:**

The Housing + Design Initiative Code and Plan Concepts for the Main Street/South A Street Corridor were shared with Common Sense for Springfield on October 14, 2025. At that meeting, Staff sought feedback from the Business Owners and Representatives which is summarized below and included in Attachment 2. Staff have prepared a response to those comments to assist Council in making a recommendation on the policy questions in the Council Briefing Memo.

COMMON SENSE FOR SPRINGFIELD PUBLIC INPUT:

Potential traffic issues arising from mixing commercial and industrial uses with residential development, including the secondary effects on infrastructure such as roads, utilities, and public services

- Common Sense for Springfield was concerned about residential access and if it would come from Main Street - would prefer that we allow residential on lots behind but not fronting/taking access from Main Street.
- They believed that access to Main Street would strain existing (or new) driveways that would then prompt ODOT or the City to address safety issues with medians/roundabouts.
- Common Sense for Springfield stressed the importance of right-of-way access – that the increase in residential uses and pedestrians and bicycles that need space impacts business owners who have limited right-of-way access.

Impact that increase residential development could have on the ongoing industrial uses along portions of Main Street, which are vital to our local economy

- Common Sense for Springfield foresaw complaints about an industrial mill operation that’s been in existence for decades if residential uses are allowed in close proximity.

Common Sense for Springfield’s comments on livability and compatibility are addressed in the Council Briefing Memo under the Commercial Districts policy discussion. See question 3. For staff’s response to the traffic issue comments see below.

STAFF RESPONSE:

For decades, it has been the goal of the Springfield Department of Development and Public Works to minimize, where practicable, the negative impacts of development on existing residential neighborhoods and natural resources, while facilitating commercial and industrial areas to develop consistent with the Springfield Comprehensive Plan and with the growing economic development needs of the greater metropolitan area community. We acknowledge that when uses are mixed this can create traffic and compatibility concerns.

Staff are in the process of drafting code and plan amendments that consider the public input received thus far on livability/compatibility and traffic concerns and will update the amendments to reflect Council's direction. The intent is to generally maintain existing policy direction related to mitigating impacts where residential uses are near industrial uses, but some policies and code may be revised or strengthened based on Council direction. For more information on the Refinement Plan Policies, see the Council Briefing Memo in Attachment 1.

Overall, the proposed Springfield Development Code amendments work to mitigate traffic concerns by:

- 1) Allowing mixed-use development with residential uses on properties under one acre within 1,750 feet from Main Street or South A Street. The code will require either a minimum ground floor commercial area in a mixed-use building or development or a minimum length of street frontage that must be a commercial use along arterials.
 - In this way, commercial uses are required along the ground floor and/or frontage of a development site. Residential uses would be allowed above or behind a commercial use.
 - Standalone multiple unit dwellings would also be permitted on sites less than one acre with frontage on a local or collector street (off the corridor).

In this way, residential access is minimized on Main Street and South A.

- 2) Common Sense for Springfield voiced concerns about existing or new driveways on Main Street. Staff and the Public have acknowledged that there are many conflicts on Main Street and South A Street due to a high concentration of driveways (and narrow lots or parcels that front on these streets) with high turning movements along a high-volume, high-speed corridor which creates unsafe conditions.

Main Street used to be a rural road that served primarily as a highway. As Springfield has grown over time and expanded to the east, it has evolved from a road into a major street thoroughfare. Furthermore, the Oregon 126-highway was built to serve longer regional trips, but Main Street has yet to be updated with modern urban design elements to make it a safe multimodal street.

Under the current code, driveways must take access from lower classification streets when development sites abut more than one street and the streets have differing classifications as identified in the Transportation System Plan (TSP). See 4.2.120(B) below.

4.2.120 Site Access and Driveway Standards.

(A) Site Access and Driveways – General

- (3) For multiple unit housing, commercial land uses, public land uses, and industrial land uses, more than 1 driveway access from a local street to the development area may be permitted through a Type 2 approval process, when the additional driveway access or accesses do not conflict with public street functions and capacity and the design minimizes traffic conflicts.**

- (5) As determined by the Director, sites with abutting parking areas within the same land use district may be required to provide driveway connections or pedestrian connections internal to the sites and joint access agreements to provide efficient connectivity and preserve public street functions and capacity.**

- (B) Driveways must take access from lower classification streets when development sites abut more than 1 street and streets are of differing classification as identified**

in the Springfield Transportation System Plan except as allowed under this subsection.

- (1) Driveway access to or from a higher classification street may be permitted through a Type 2 approval process if no reasonable alternative street access exists or where heavy use of local streets is inappropriate due to traffic impacts in residential areas, as follows:
 - (a) Where a proposed development abuts an existing or proposed arterial or collector street, the development design and off-street improvements must minimize the traffic conflicts.
 - (b) Additional improvements or design modifications necessary to resolve identified transportation conflicts may be required on a case by case basis.
- (2) **For single dwelling units, duplexes, and middle housing, no more than 1 driveway per lot or parcel is permitted along the frontage that abuts an existing or proposed arterial or collector street. Where more than 1 dwelling unit takes access from the existing or proposed arterial or collector street, driveways may be combined or consolidated consistent with the standards in SDC Tables 4.2.2 through 4.2.5.**

In regards to the safety issues and proposed medians/roundabouts proposed in the Main Street Safety Project, on June 20, 2022 City Council adopted a resolution to create an alternative plan for Main Street. That action meant that the proposed medians/roundabouts proposed in the Main Street Safety Project are not moving forward for further consideration at this time. Safety projects are beyond the scope of the Housing + Design Initiative and will be addressed as part of the ongoing Transportation System Plan update (on or before 2029).

- 3) Common Sense for Springfield stressed the importance of right-of-way access. Staff also acknowledge that an increased number of residents and pedestrians/bicyclists along Main Street will lead to an increased call for safety measures. Back in 2016, the posted speed limits on Main Street were reduced from 40 MPH to 35 MPH between 20th Street and 60th Place to minimize crashing incidents. The results of that study found that simply changing the posted speed without physical changes to the roadway design did not have a significant effect on the speed people drive along Main Street.

As potential increases in pedestrian and bicyclist collisions occur, calls for mitigations to address safety on the corridor could potentially alter the right-of-way footprint.

Springfield Climate-Friendly Areas

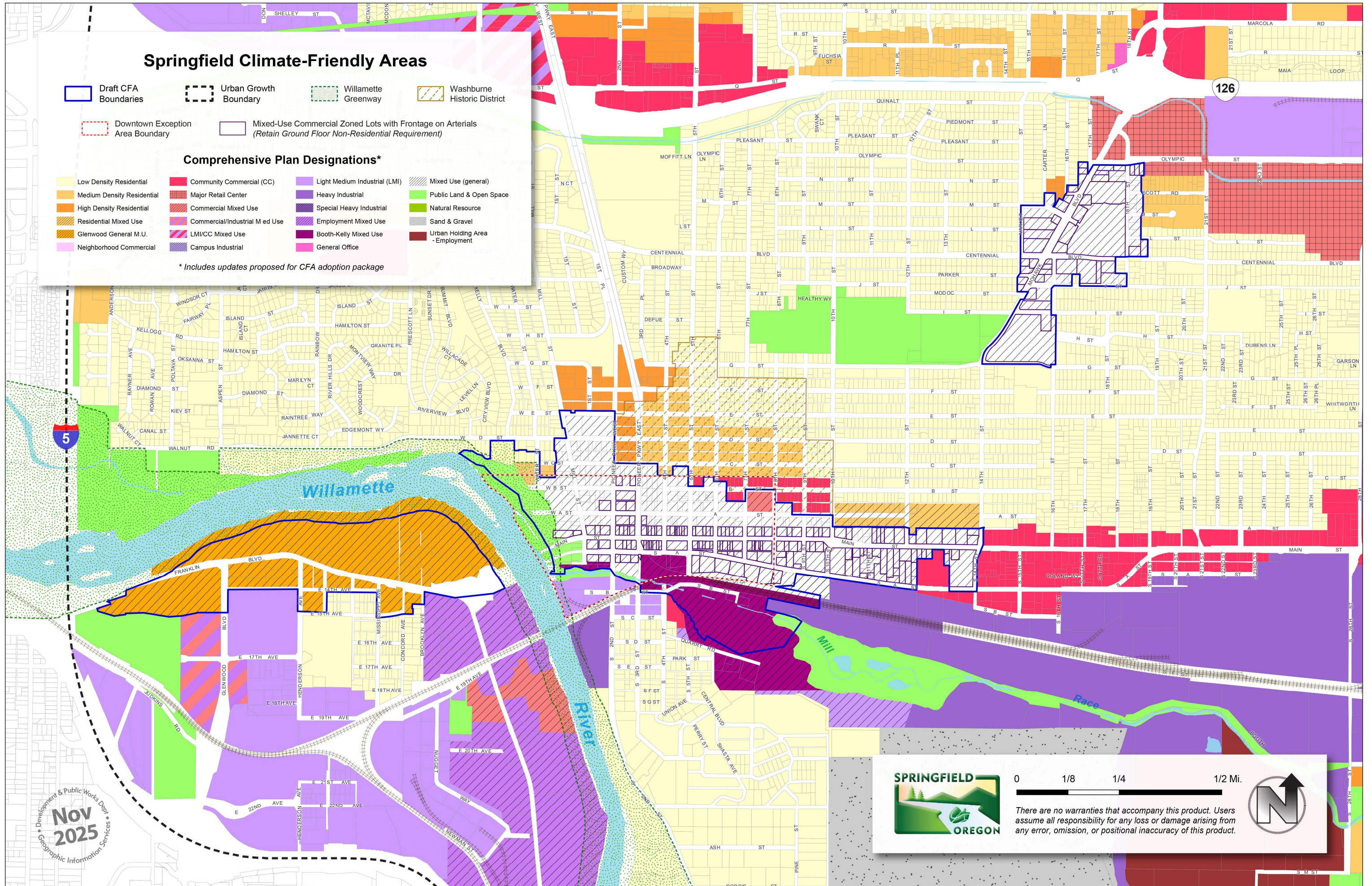
-  Draft CFA Boundaries
-  Urban Growth Boundary
-  Willamette Greenway
-  Washburne Historic District

-  Downtown Exception Area Boundary
-  Mixed-Use Commercial Zoned Lots with Frontage on Arterials (Retain Ground Floor Non-Residential Requirement)


Comprehensive Plan Designations*

- | | | | |
|--|---|---|--|
|  Low Density Residential |  Community Commercial (CC) |  Light Medium Industrial (LMI) |  Mixed Use (general) |
|  Medium Density Residential |  Major Retail Center |  Heavy Industrial |  Public Land & Open Space |
|  High Density Residential |  Commercial Mixed Use |  Special Heavy Industrial |  Natural Resource |
|  Residential Mixed Use |  Commercial/Industrial Mixed Use |  Employment Mixed Use |  Sand & Gravel |
|  Glenwood General M.U. |  LMI/CC Mixed Use |  Booth-Kelly Mixed Use |  Urban Holding Area - Employment |
|  Neighborhood Commercial |  Campus Industrial |  General Office | |

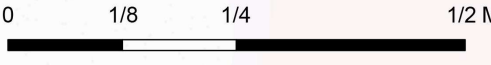
* Includes updates proposed for CFA adoption package




Development & Public Works Dept.
Nov 2025
 Geographic Information Services



0 1/8 1/4 1/2 Mi.



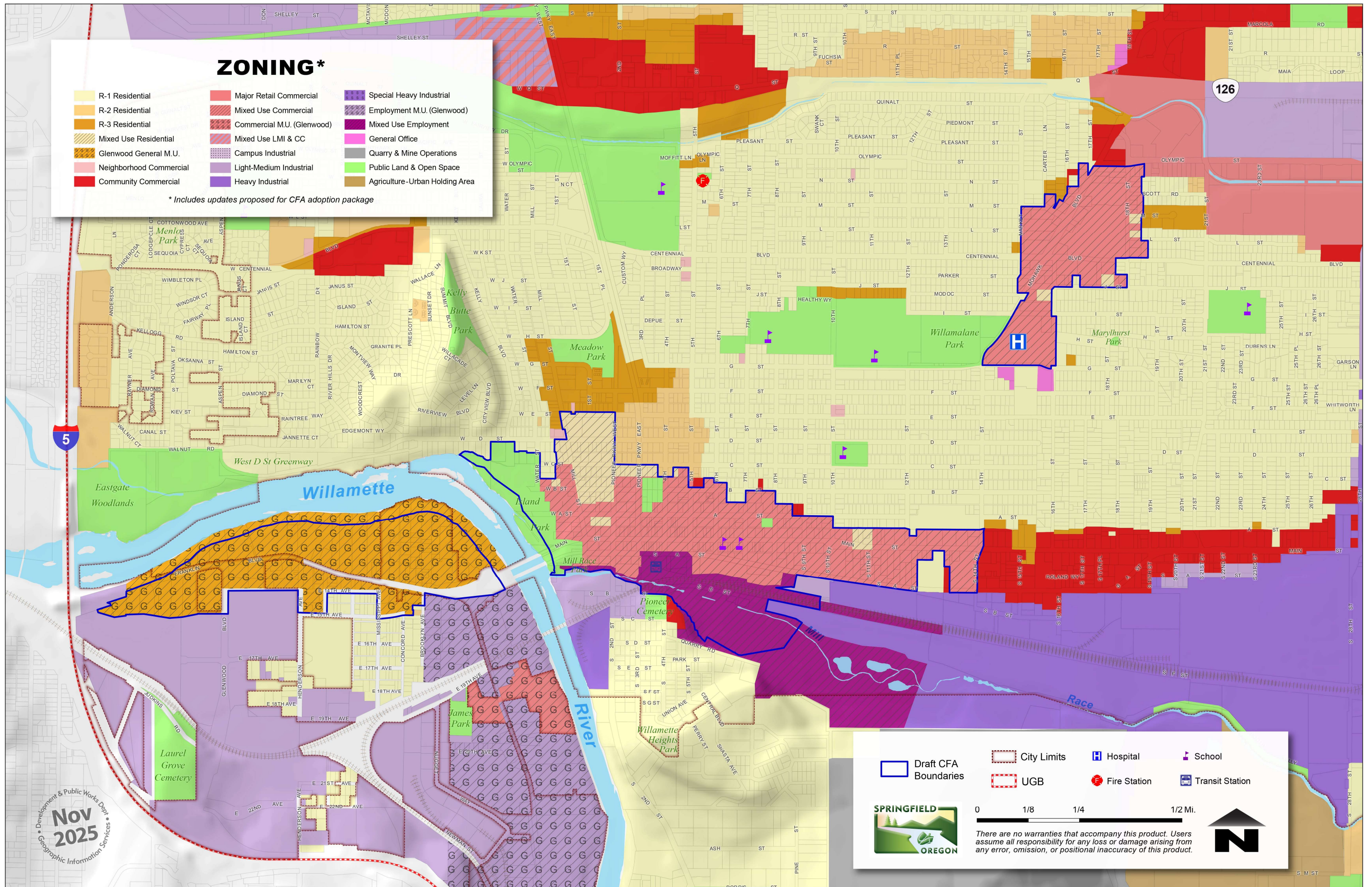


There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.

ZONING*

- | | | |
|-------------------------|----------------------------|--------------------------------|
| R-1 Residential | Major Retail Commercial | Special Heavy Industrial |
| R-2 Residential | Mixed Use Commercial | Employment M.U. (Glenwood) |
| R-3 Residential | Commercial M.U. (Glenwood) | Mixed Use Employment |
| Mixed Use Residential | Mixed Use LMI & CC | General Office |
| Glenwood General M.U. | Campus Industrial | Quarry & Mine Operations |
| Neighborhood Commercial | Light-Medium Industrial | Public Land & Open Space |
| Community Commercial | Heavy Industrial | Agriculture-Urban Holding Area |

* Includes updates proposed for CFA adoption package

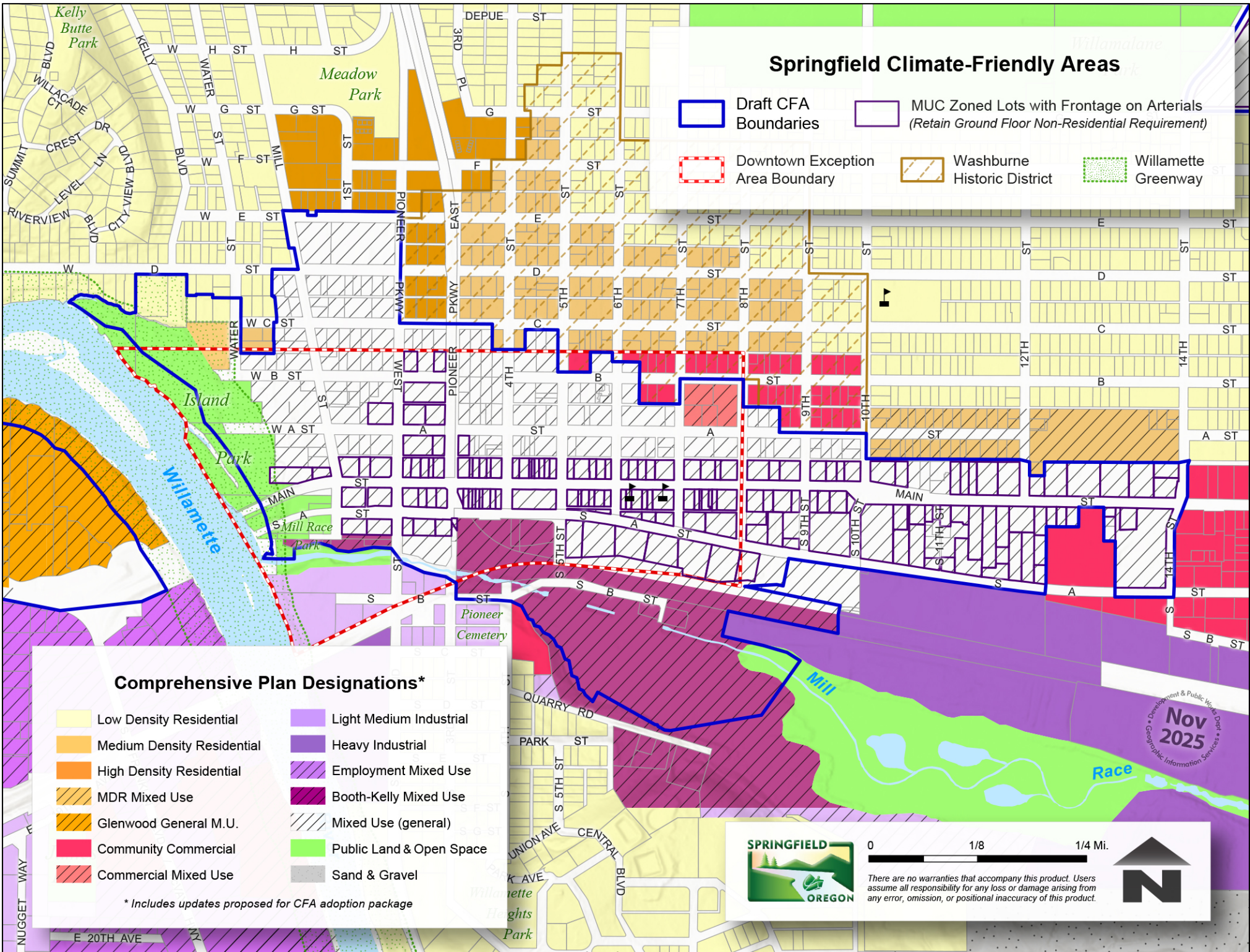


Draft CFA Boundaries	City Limits	Hospital	School
UGB	Fire Station	Transit Station	

0
1/8
1/4
1/2 Mi.

There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.

Development & Public Works Dept.
Nov 2025
 Geographic Information Services



Springfield Climate-Friendly Areas

- Draft CFA Boundaries
- MUC Zoned Lots with Frontage on Arterials (Retain Ground Floor Non-Residential Requirement)
- Downtown Exception Area Boundary
- Washburne Historic District
- Willamette Greenway

Comprehensive Plan Designations*

- | | |
|--|--|
| Low Density Residential | Light Medium Industrial |
| Medium Density Residential | Heavy Industrial |
| High Density Residential | Employment Mixed Use |
| MDR Mixed Use | Booth-Kelly Mixed Use |
| Glenwood General M.U. | Mixed Use (general) |
| Community Commercial | Public Land & Open Space |
| Commercial Mixed Use | Sand & Gravel |

* Includes updates proposed for CFA adoption package





0 1/8 1/4 Mi.

There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.









Nov 2025

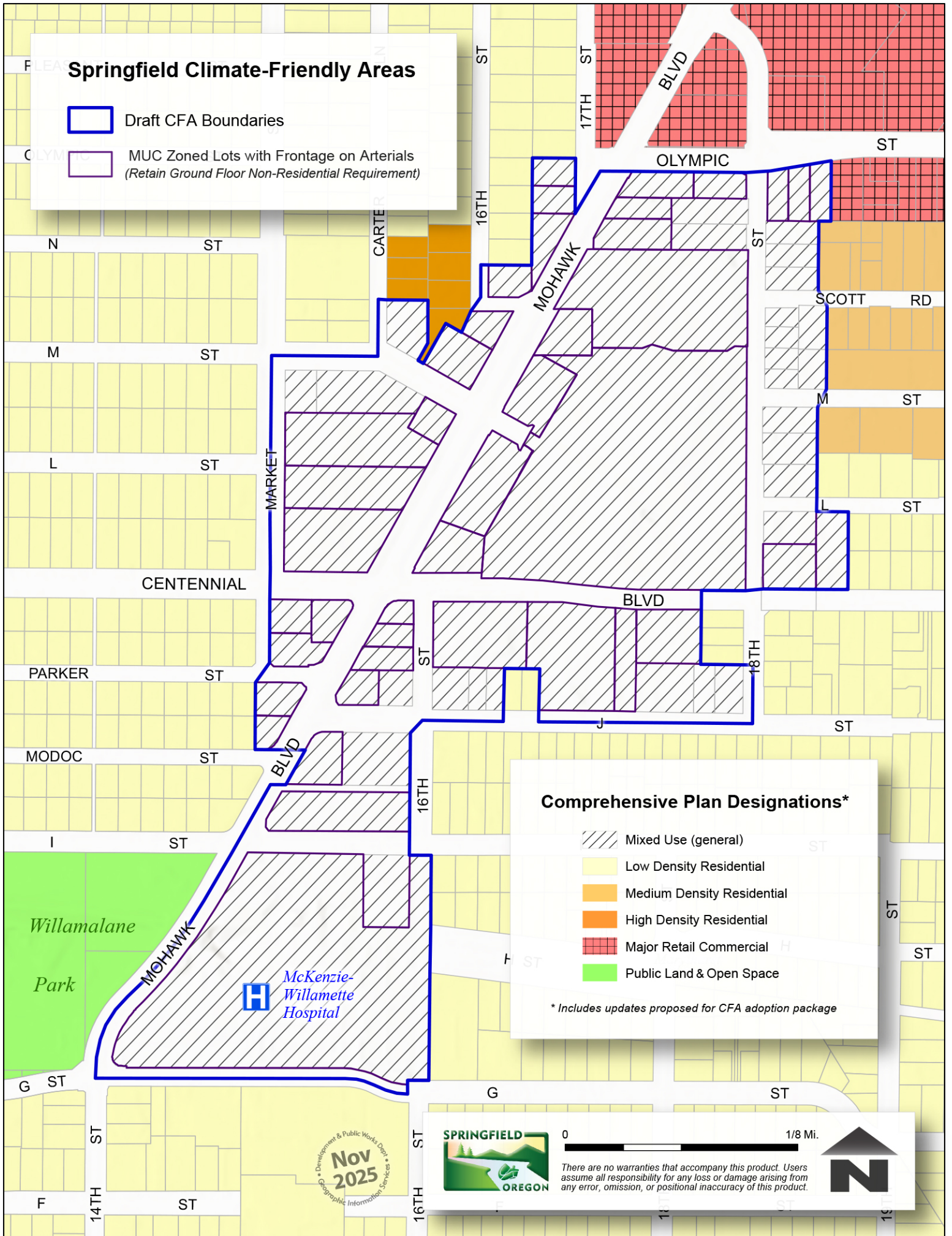
Springfield Climate-Friendly Areas

-  Draft CFA Boundaries
-  MUC Zoned Lots with Frontage on Arterials
(Retain Ground Floor Non-Residential Requirement)

Comprehensive Plan Designations*

-  Mixed Use (general)
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Major Retail Commercial
-  Public Land & Open Space

* Includes updates proposed for CFA adoption package



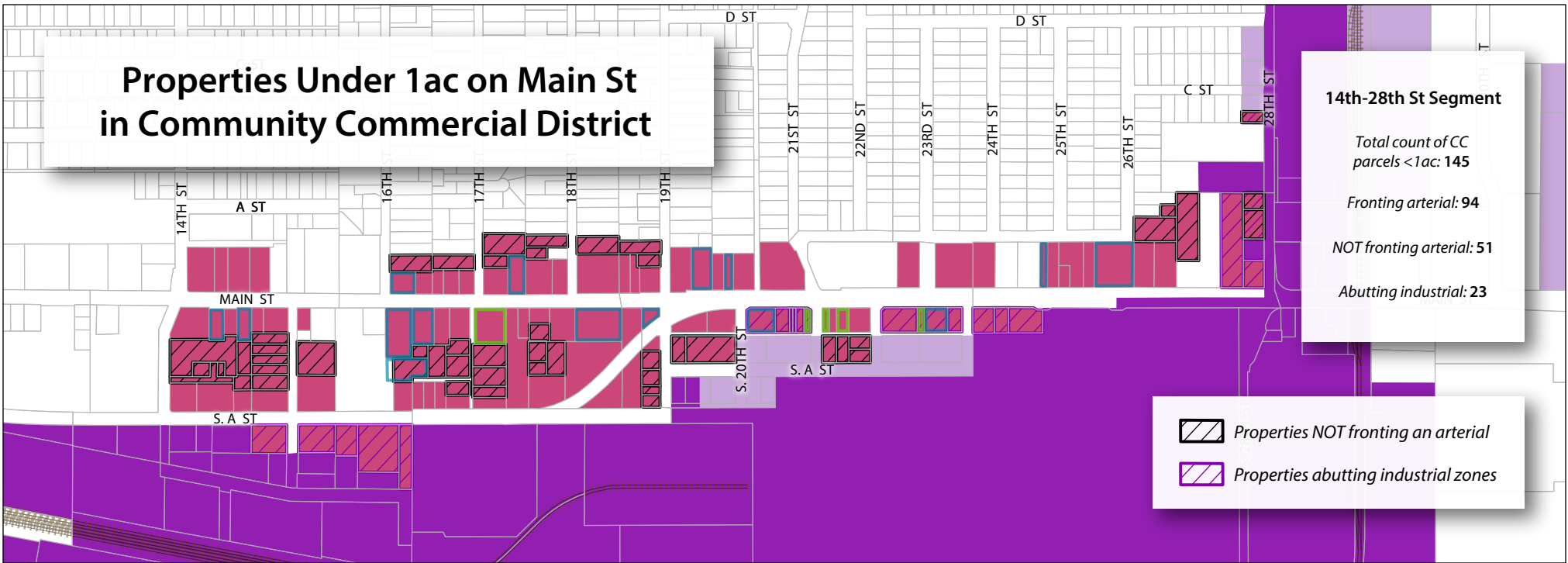
Development & Public Works Dept.
Nov 2025
 Geographic Information Services



There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.



Properties Under 1ac on Main St in Community Commercial District



14th-28th St Segment

Total count of CC parcels <1ac: 145

Fronting arterial: 94

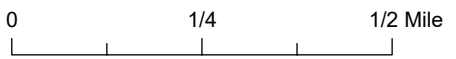
NOT fronting arterial: 51

Abutting industrial: 23

Properties NOT fronting an arterial

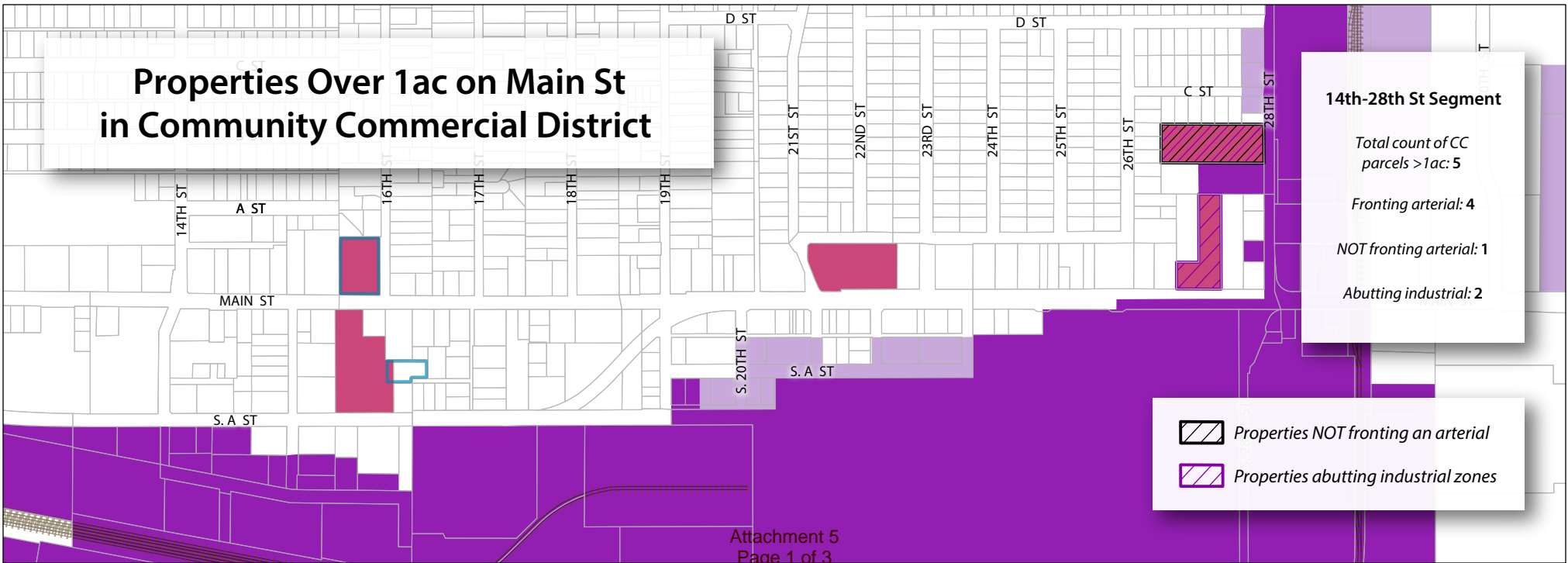
Properties abutting industrial zones

CIBL Classification (2009): Vacant Redevelopable



There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product. Springfield DPW-GIS, October 2025

Properties Over 1ac on Main St in Community Commercial District



14th-28th St Segment

Total count of CC parcels >1ac: 5

Fronting arterial: 4



NOT fronting arterial: 1

Abutting industrial: 2

Properties NOT fronting an arterial

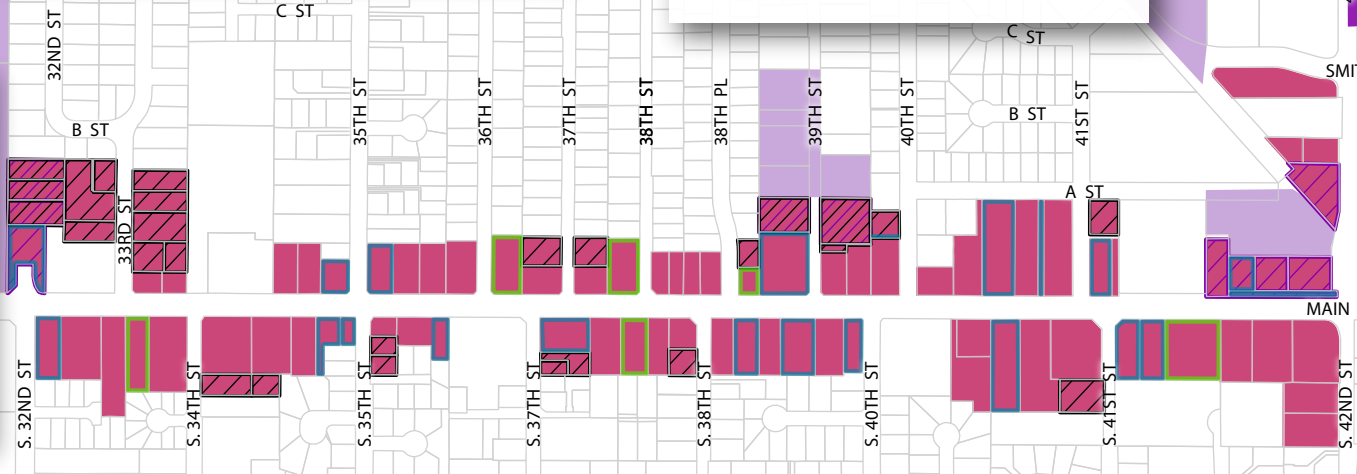
Properties abutting industrial zones

Properties Under 1ac on Main St in Community Commercial District

 Properties NOT fronting an arterial
 Properties abutting industrial zones

28th-42nd St Segment

Total count of CC parcels <1ac: 105
 Fronting arterial: 77
 NOT fronting arterial: 28
 Abutting industrial: 12





CIBL Classification (2009):  Vacant  Redevelopable

0 1/4 1/2 Mile



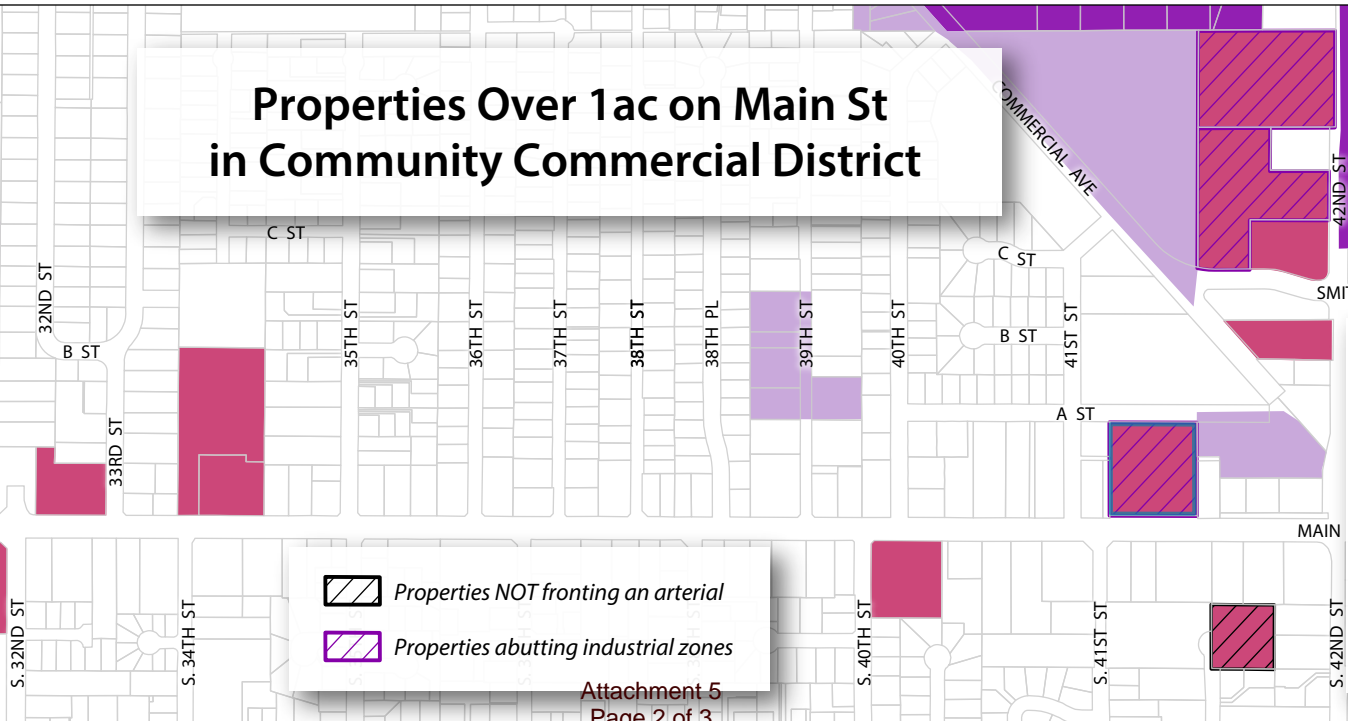
There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product. Springfield DPW-GIS, October 2025

Properties Over 1ac on Main St in Community Commercial District

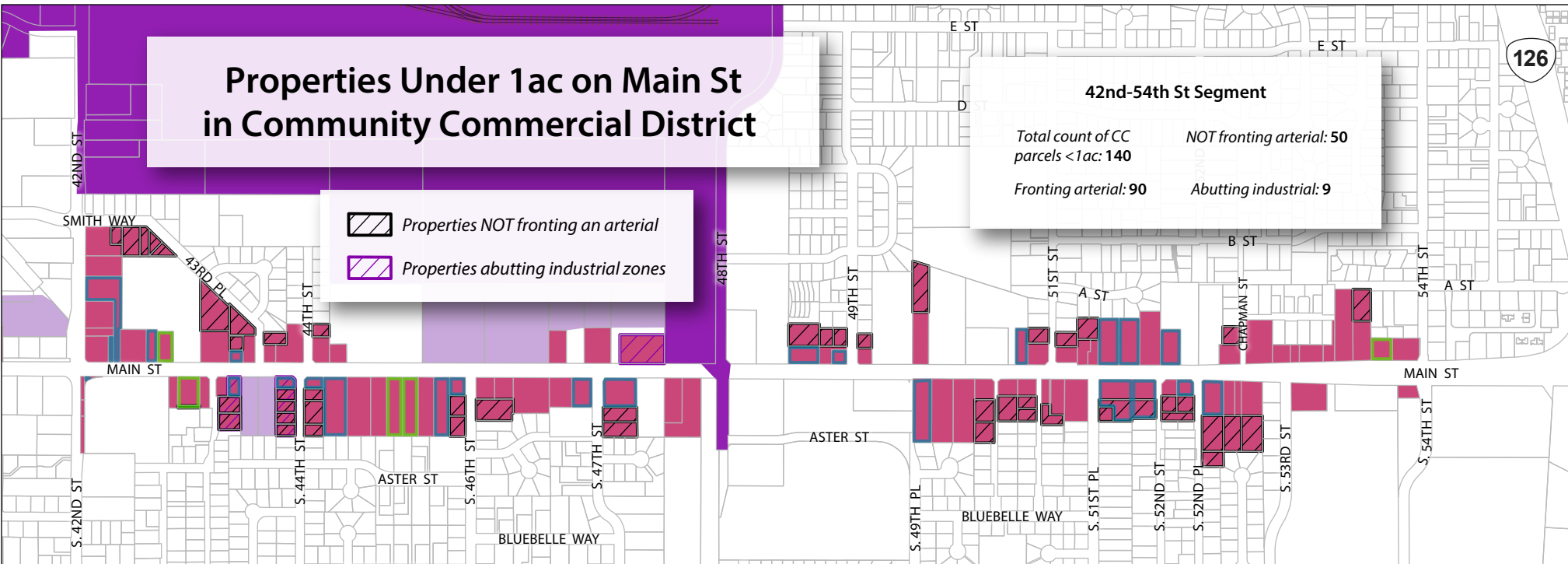
 Properties NOT fronting an arterial
 Properties abutting industrial zones

28th-42nd St Segment

Total count of CC parcels >1ac: 17
 Fronting arterial: 14
 NOT fronting arterial: 3
 Abutting industrial: 7



Properties Under 1ac on Main St in Community Commercial District



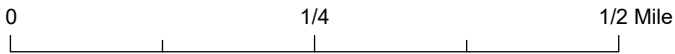
42nd-54th St Segment

Total count of CC parcels < 1ac: 140	NOT fronting arterial: 50
Fronting arterial: 90	Abutting industrial: 9

Properties NOT fronting an arterial

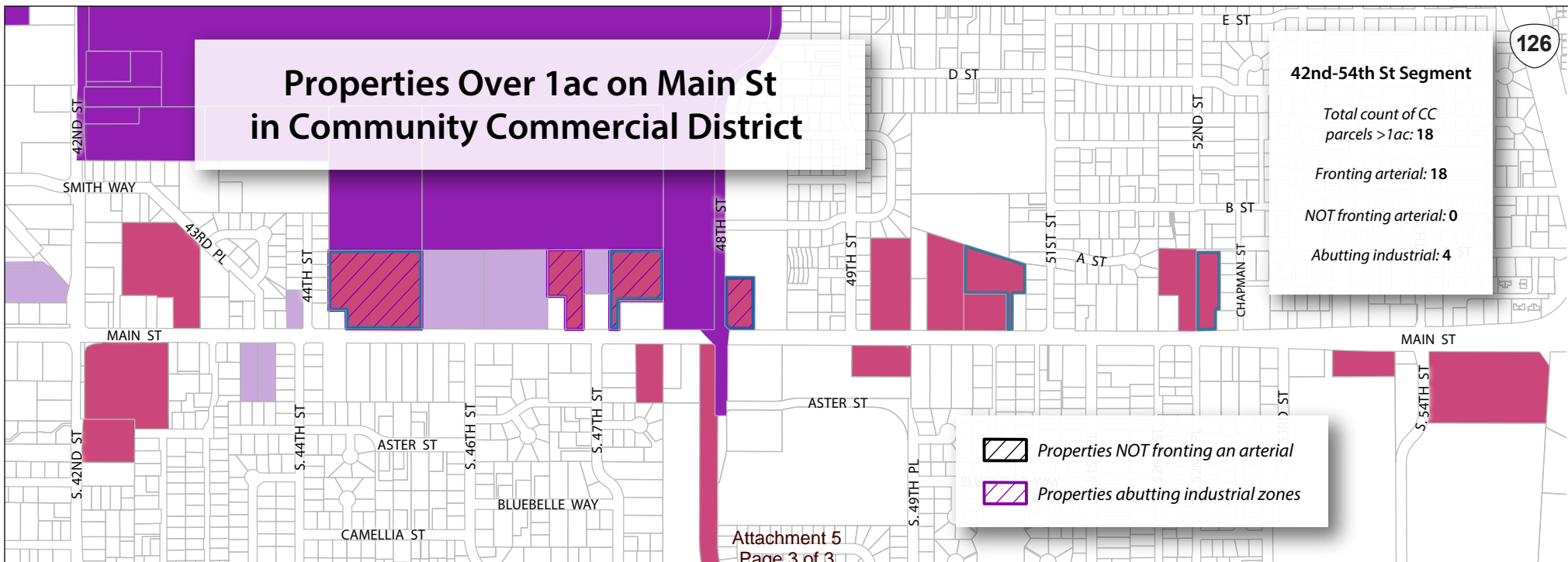
Properties abutting industrial zones

CIBL Classification (2009): Vacant Redevelopable



There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product. Springfield DPW-GIS, October 2025

Properties Over 1ac on Main St in Community Commercial District



42nd-54th St Segment

Total count of CC parcels > 1ac: 18
Fronting arterial: 18
NOT fronting arterial: 0
Abutting industrial: 4

Properties NOT fronting an arterial

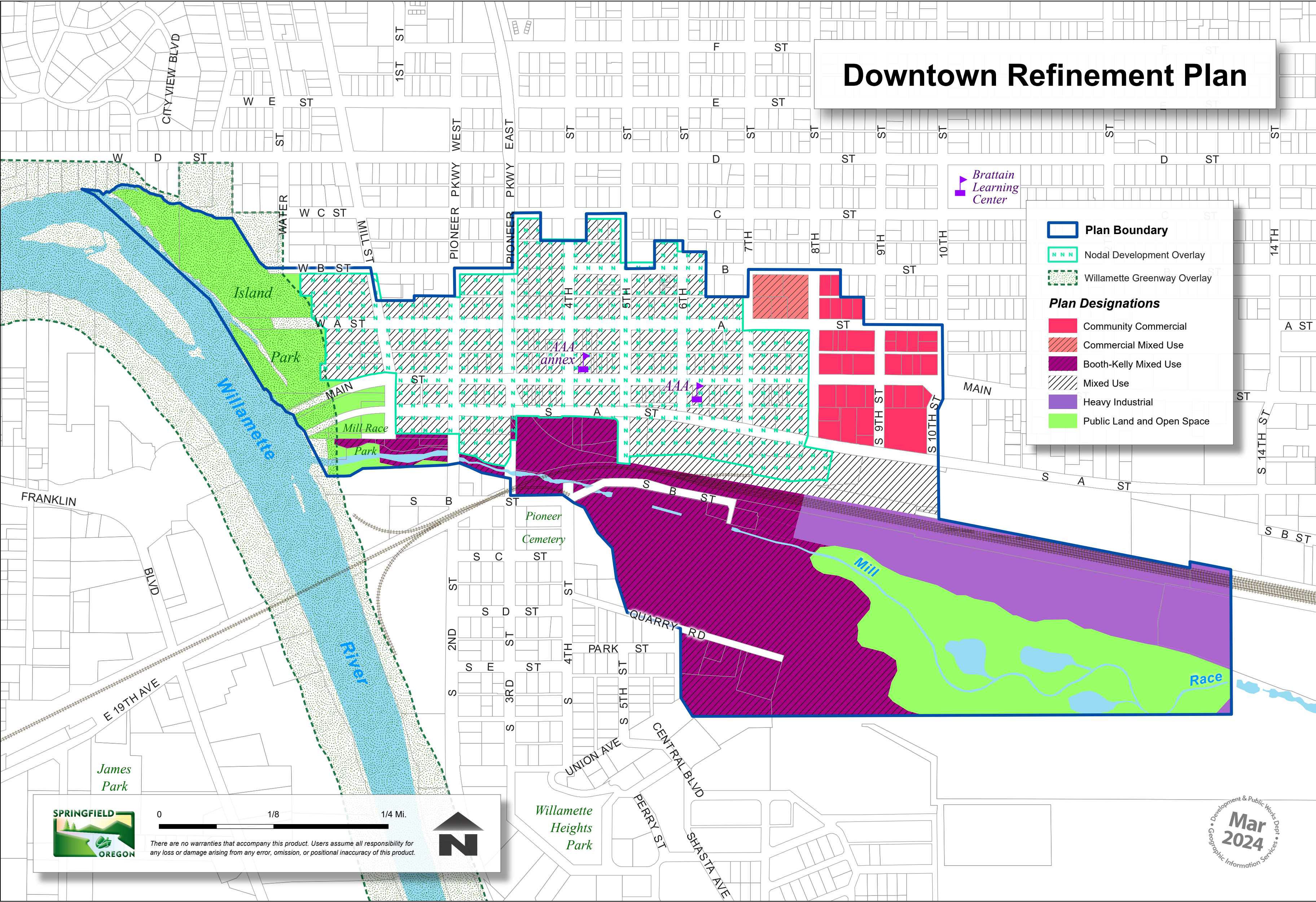
Properties abutting industrial zones

Downtown Refinement Plan

Plan Boundary

Plan Designations

- Community Commercial
- Commercial Mixed Use
- Booth-Kelly Mixed Use
- Mixed Use
- Heavy Industrial
- Public Land and Open Space



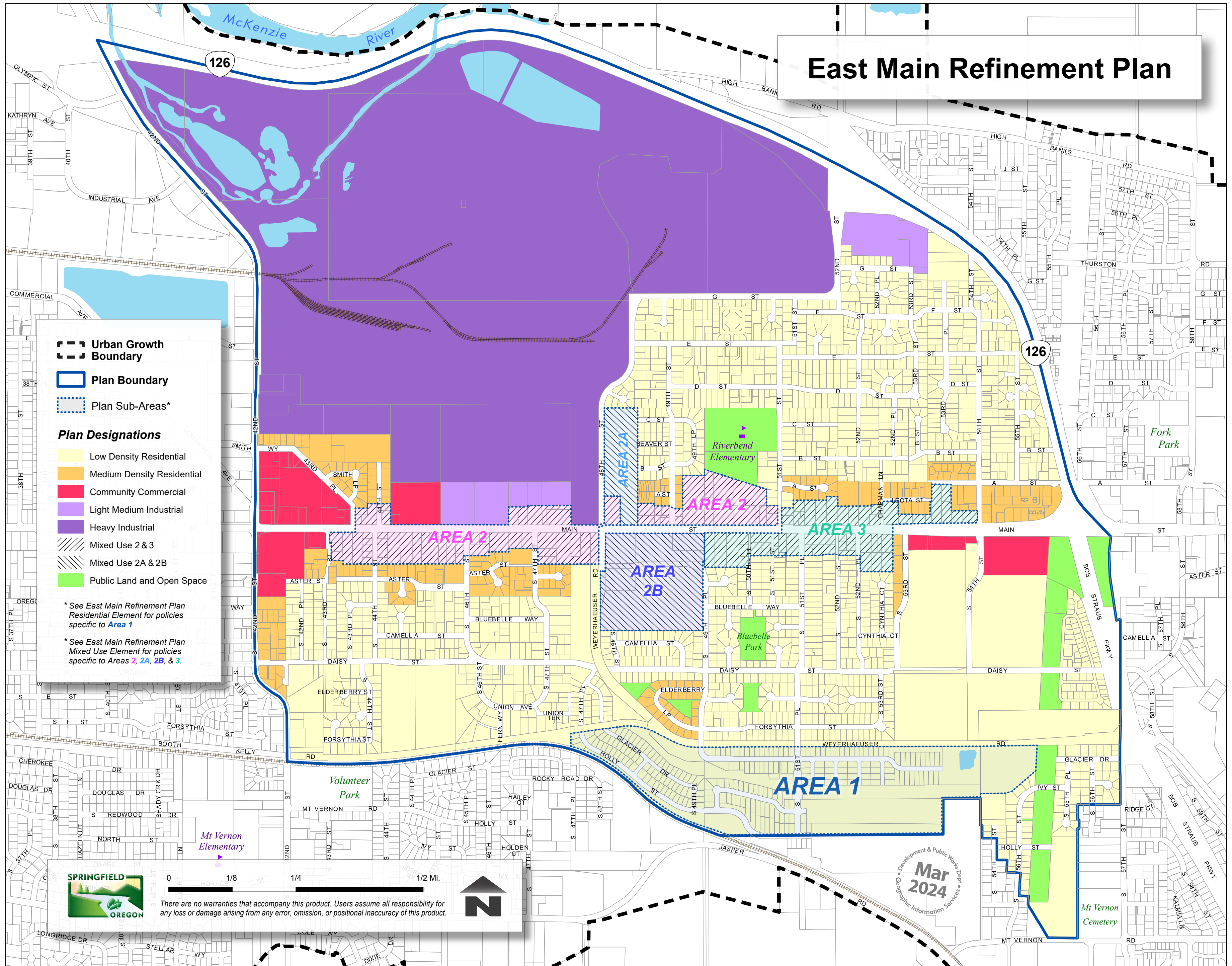
0 1/8 1/4 Mi.

There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.



Mar 2024
Development & Public Works Dept
Geographic Information Services

East Main Refinement Plan



Urban Growth Boundary

Plan Boundary

Plan Sub-Areas*

Plan Designations

- Low Density Residential
- Medium Density Residential
- Community Commercial
- Light Medium Industrial
- Heavy Industrial
- Mixed Use 2 & 3
- Mixed Use 2A & 2B
- Public Land and Open Space

* See East Main Refinement Plan Residential Element for policies specific to Area 1

* See East Main Refinement Plan Mixed Use Element for policies specific to Areas 2, 2A, 2B, & 3.

There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.

Gateway Refinement Plan

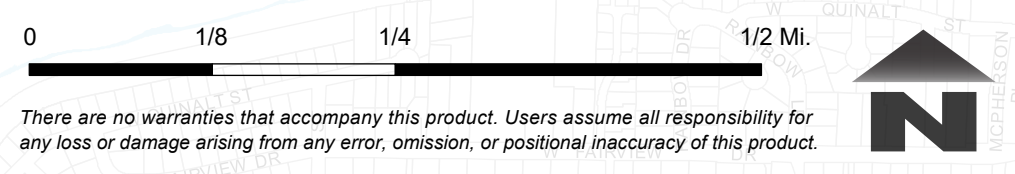
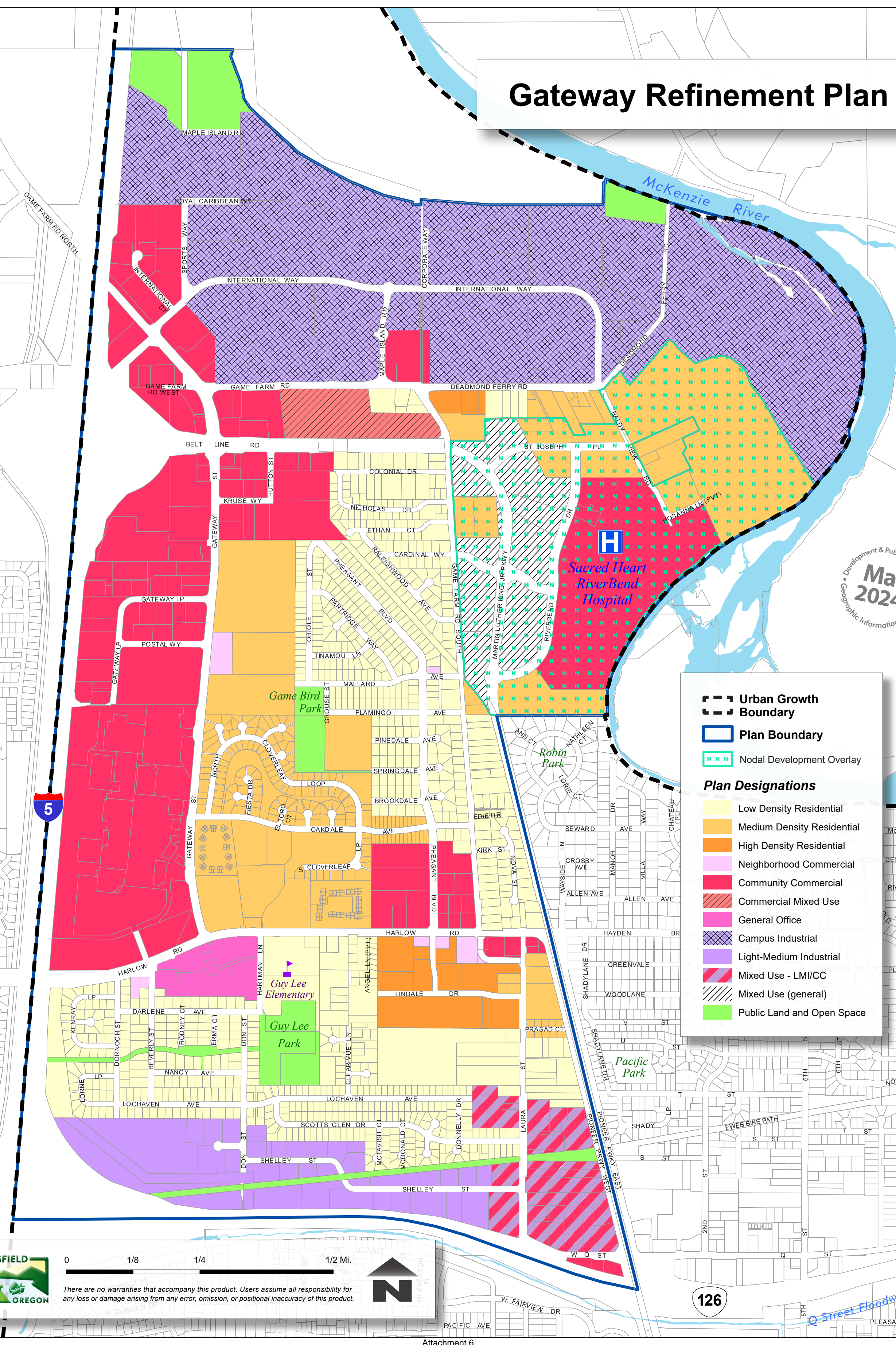
Development & Public Works Dept.
Mar 2024
 Geographic Information Services

Legend

- Urban Growth Boundary
- Plan Boundary
- Nodal Development Overlay

Plan Designations

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Community Commercial
- Commercial Mixed Use
- General Office
- Campus Industrial
- Light-Medium Industrial
- Mixed Use - LMI/CC
- Mixed Use (general)
- Public Land and Open Space



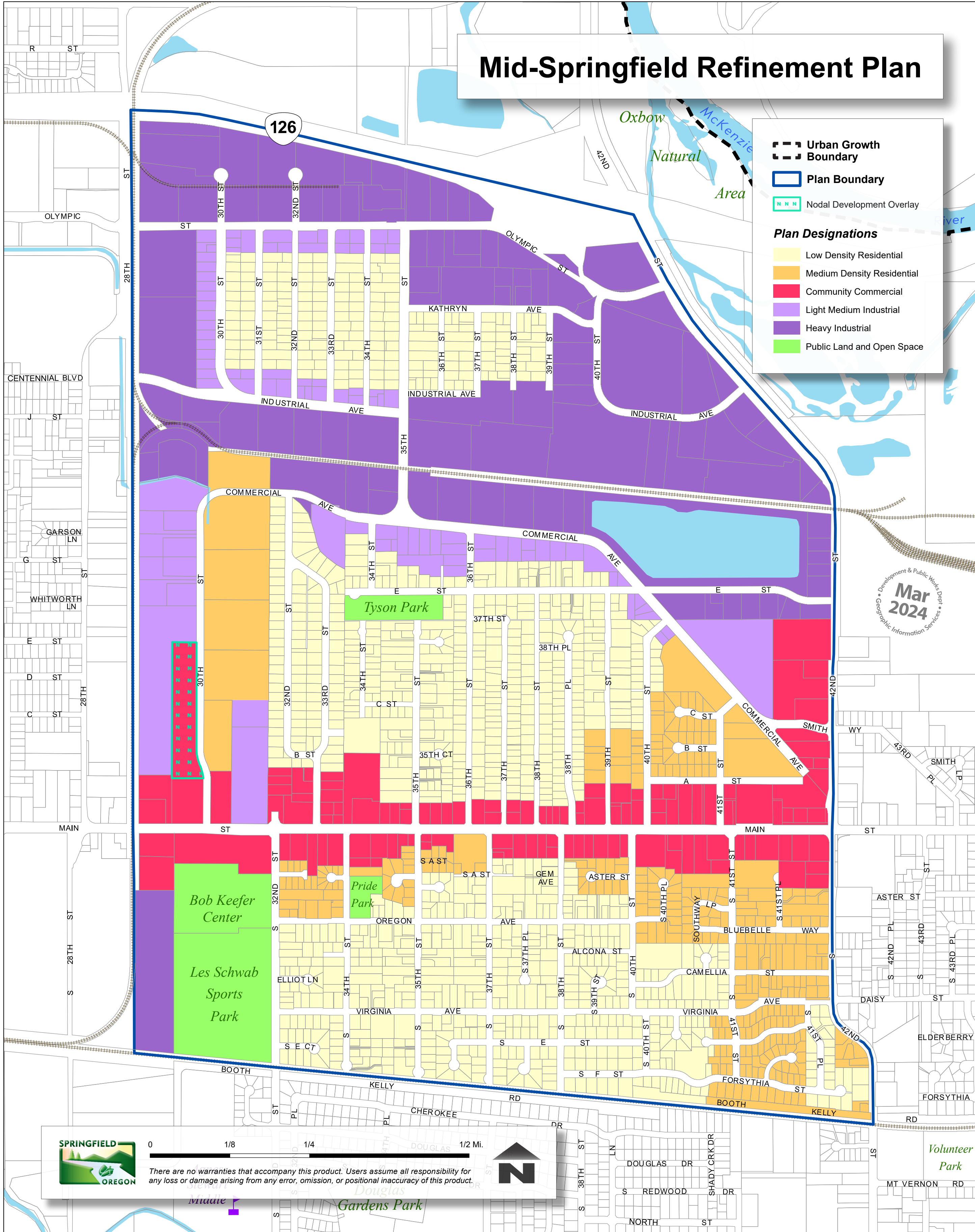
Mid-Springfield Refinement Plan

Legend

- Urban Growth Boundary
- Plan Boundary
- Nodal Development Overlay

Plan Designations

- Low Density Residential
- Medium Density Residential
- Community Commercial
- Light Medium Industrial
- Heavy Industrial
- Public Land and Open Space



Development & Public Works Dept.
 Geographic Information Services
Mar 2024



0 1/8 1/4 1/2 Mi.

There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.





Housing + Design Initiative

A Code and Plan Update Project

Code and Plan Amendments Discussion Draft
City Council Meeting

December 01, 2025



Overview of Recommendations

1. Allow Housing in a Mixed-Use Development in More Locations

2. Provide More Flexibility for Size and Location of Commercial Space in a Mixed-Use Development

3. Allow Multiple Unit Standalone Residential Development in More Locations

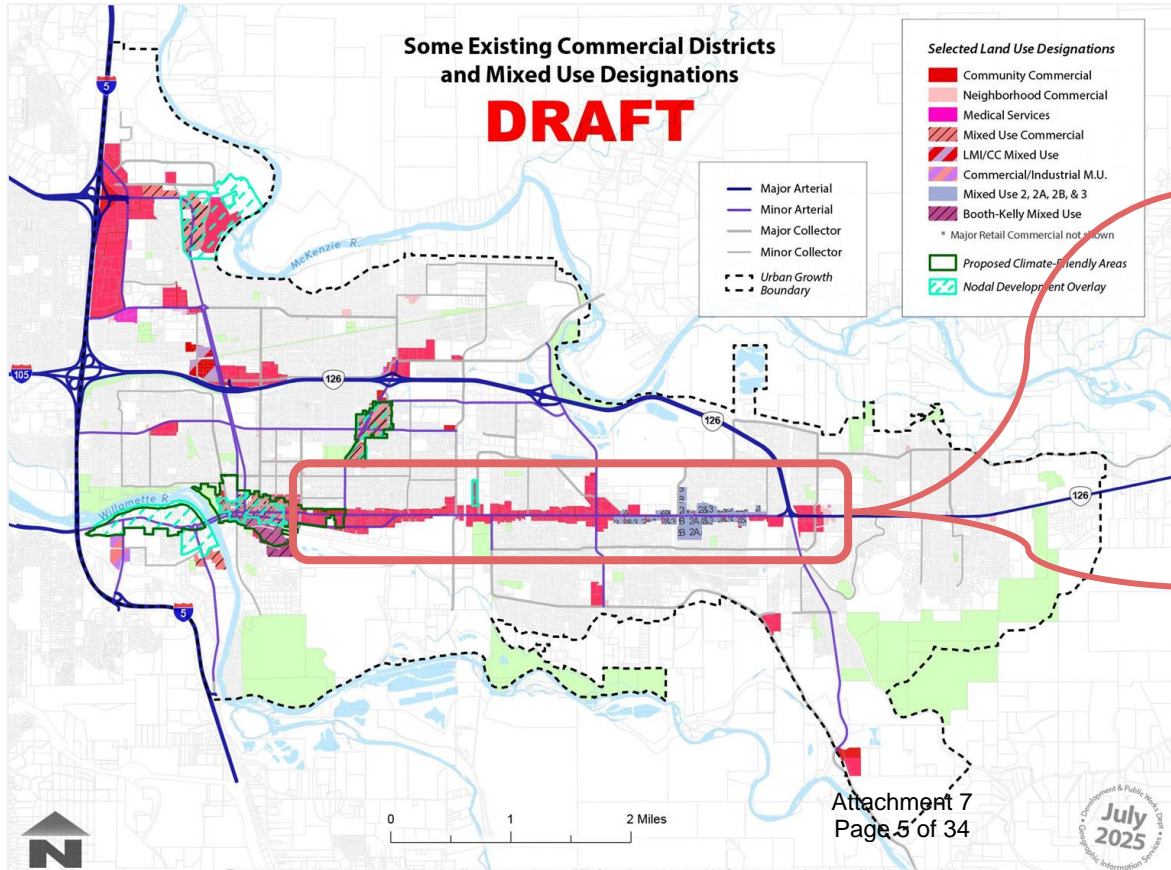
4. Encourage High Density Housing

Summary of Amendments to Reduce Barriers to Housing

Objective	Why?	How and where?	
<p>1</p>	<p><u>Allow Housing in a Mixed-Use Development in More Locations</u></p>	<p>Provide more opportunities for housing development</p>	<ul style="list-style-type: none"> ● Main Street/South A Street Corridor (CC District): All sites less than one acre ● CFA Overlay: All sites ● NC District: All sites
<p>2</p>	<p>Provide More Flexibility for Size and Location of Commercial Space in a Mixed-Use Development</p>	<p>Lessen economic barriers to mixed-use development with housing</p>	<ul style="list-style-type: none"> ● Reduce total amount required ● Allow in separate building from housing
<p>3</p>	<p><u>Allow Multiple Unit Standalone Residential Development in More Locations</u></p>	<p>Provide more opportunities for multiple-unit housing development</p>	<ul style="list-style-type: none"> ● Main Street/South A Street Corridor (CC District): Sites less than one acre on local/collector streets ● CFA Overlay: MUC lots not fronting arterials and all MUE/MUR lots (CFA also allows townhouses)
<p>4</p>	<p>Encourage High Density Housing</p>	<p>Ensure an efficient use of land and meet housing needs</p>	<ul style="list-style-type: none"> ● Apply minimum density standard (all districts) ● Modify height-step down (all districts) ● Allow greater lot coverage (NC and MUR) ● Allow up to 4-story buildings (in NC)

Mixed-Use Districts – Springfield Development Code 3.2.600

Where would mixed-use developments with residential uses be permitted in the community commercial districts?



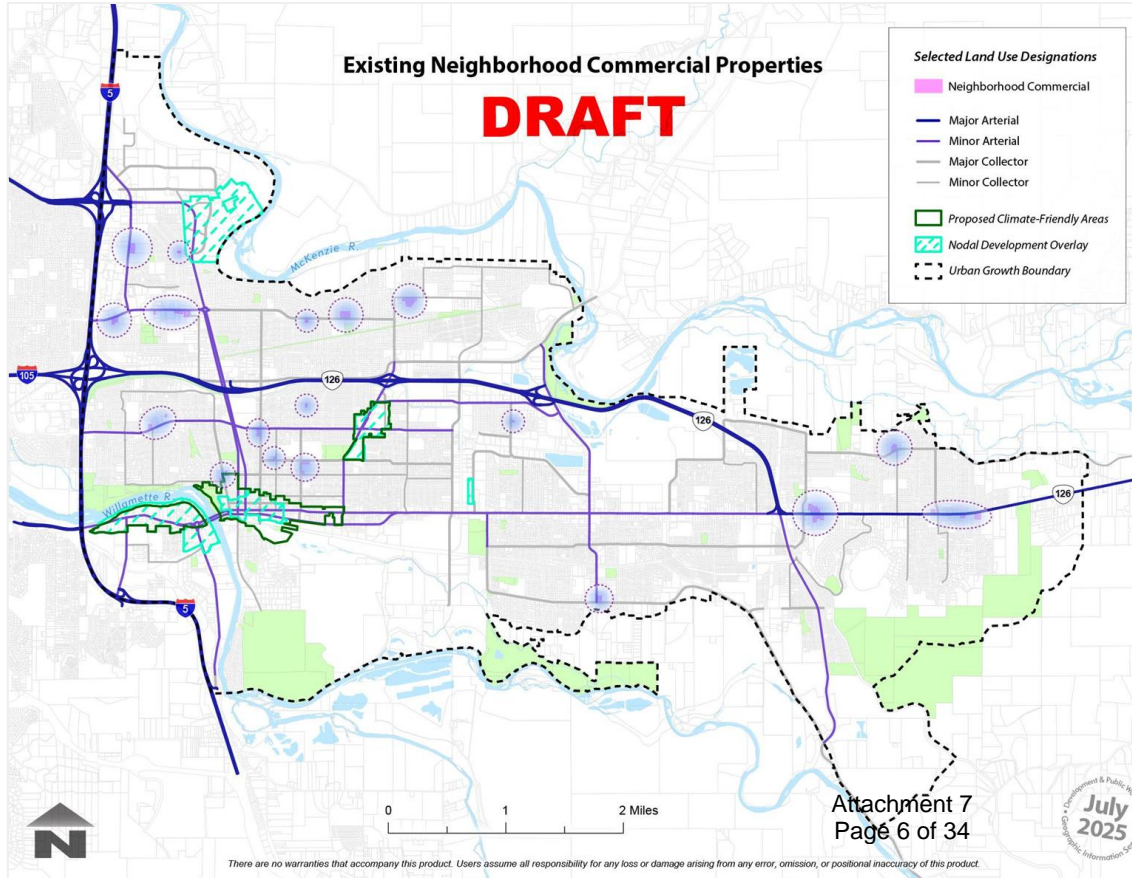
Community Commercial District along Main Street/South A Corridor

- Site must be less than 1 acre
- Site may front on any street within 1,750 feet from Main or South A Street

Mixed Use areas designated by East Main Refinement Plan

- Housing as part of mixed use development currently permitted in these areas
- No change!

Where would mixed-use development with residential uses be permitted in the neighborhood commercial district?



NC District

- Multiple locations throughout the City!
- Currently, mixed use development with residential uses are not permitted in the NC District.



Mixed-Use Districts Policy Questions



1. Do you support retaining detached Single-Unit Dwellings in the MUR district if they meet the minimum density standards (20 units per net acre)?

Public Input

- ❖ The TAC had mixed opinions about single unit detached dwellings in the MUR district. Some thought that it would be misleading as it may not be feasible to meet the minimum density. Others wanted to allow the developer an option of trying to meet that density.



A MUR property on C Street



Mixed-Use Districts Policy Questions



2. **Should we continue to allow middle housing in the MUR and MUC districts if they meet the minimum density standards (20 units per net acre)?**

Public Input

- ❖ The TAC questioned the proposed density standards of 20 units per net acre in the mixed-use districts.
- ❖ One TAC member wondered if Planning had completed any scenario planning studies for the probability of small lots meeting the minimum density standards.
- ❖ Some TAC members were in support of reducing the minimum density standards stating that they believed the higher density number places a burden on housing that could have been built under the existing mixed-use density standards.



A Cottage Cluster near downtown!



Mixed-Use Districts Policy Questions



3. Does the Council support applying a maximum height standard when mixed-use development with residential uses abut an industrial district?

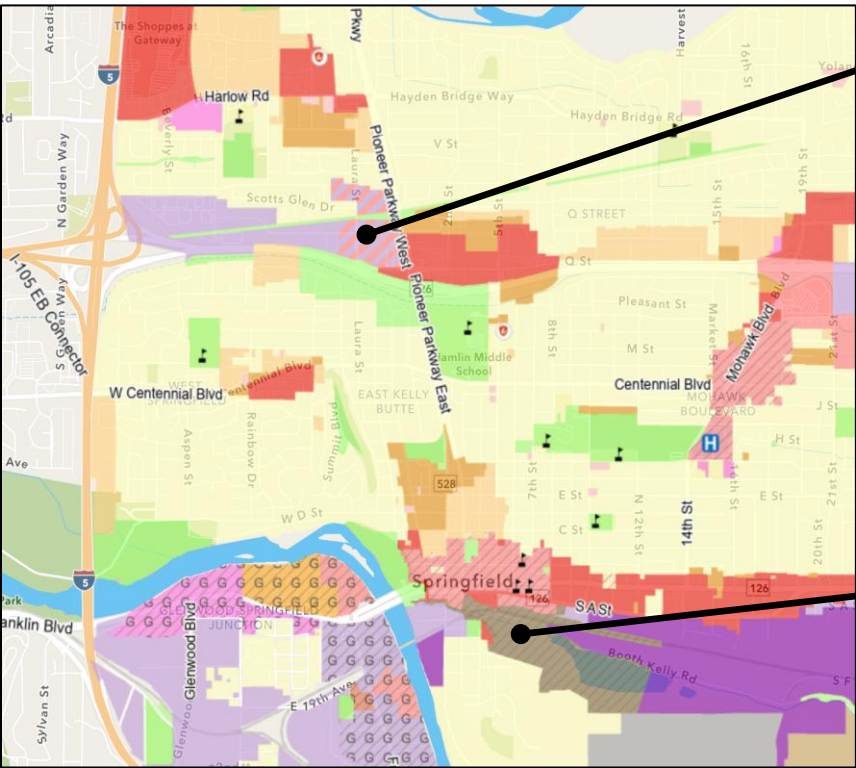


Industrial near Residential – Future MUE
District Near Laura Street

Public Input

- ❖ The TAC questioned what the intent was of the standard. If we were building housing in an industrial district or allowing housing above existing commercial/industrial use, why were we proposing to limit the development of housing by applying a maximum height standard?
- ❖ Support from the TAC for not requiring a maximum height for residential uses in proximity to industrial. However, the TAC acknowledged that the market right now does not support taller buildings.

Prepare MUE District to replace Booth Kelly and MU LMI/CC Districts



Key changes for LMI/CC properties:

- Multiple unit housing allowed as a second story use if part of mixed-use development
- Wider range of retail, office, and institutional uses allowed than today
- Limit on commercial uses to no more than 40% of the district would be removed

Key changes for BKMU properties:

- Heavy Manufacturing and Production Uses require a discretionary permit (currently permitted outright)



Mixed-Use Districts Policy Question



4. In the current code, for BKMU “residential uses must be encouraged as second story uses above commercial or industrial uses and must not occupy more than 35% of the MUE District.”

In keeping with the existing policy language, does Council support residential uses in the MUE district only as part of a mixed-use building or development? A minimum of 60% of the total ground floor area of all buildings on the site must be occupied by a commercial or industrial use that is permitted in the MUE district.

Public Input

- ❖ There was broad support from the TAC for keeping the BKMU (future MUE) standard of 60% of the ground floor in a mixed-use building as a commercial or industrial use. Residential uses would be encouraged on the second story to limit conflicting uses.



Mixed-Use Districts Policy Questions



5. Do you support making Heavy Manufacturing and Production a discretionary use in MUE?

Public Input

- ❖ There was concern that making heavy manufacturing and production a discretionary use would impact the existing makers space in Booth Kelly and scare off future developers by asking them to submit this type of application.
- ❖ One TAC member recommended that the permitted uses in the future MUE district be as flexible as the existing BKMU district.



Mixed-Use Districts Policy Questions



6. How does Council want to handle the Conceptual Development Plan/Development Area Plan policies in the Downtown Refinement Plan for the Booth Kelly area?
 - a. Retain the existing policies and code requirements.
 - b. Incorporate these policies into the Development Code to be addressed through the Master Plan process or Site Plan Review process. A Master Plan should apply when a property is 5 acres or greater and the applicant desires development to be phased over a period to exceed 7 years. If phasing is not desired, we would allow a Site Plan Review application for minor redevelopment/new construction. We can define “minor” in the draft code amendments.
 - c. Remove some or all of these policies in the Downtown Refinement Plan.

Climate-Friendly Areas Overlay District – Springfield Development Code 3.3.600

How do we implement Climate-Friendly Areas in Downtown and Mohawk?



In the Downtown and Mohawk CFAs, the base mixed-use districts implement a minimum density of 15 units per net acre for mixed use and 20 units per net acre for residential with no maximum densities.

- For MUC lots with frontage on arterials: stand-alone housing will continue to not be allowed
- For MUC lots that do not have frontage on arterials and all MUE and MUR lots : standalone housing is allowed
- Mixed-use or standalone non-residential is allowed throughout the Downtown and Mohawk CFAs



CFA Overlay District Policy Questions



- 1. Should new automobile-oriented and automobile-dependent uses be prohibited or limited within the CFA Overlay District?** Potential approaches:
- Continue to prohibit new uses while allowing existing uses (most consistent with current policy and code)
 - Be more specific about particular uses that should be prohibited instead of referring to the broad use categories
 - Allow as discretionary uses subject to specific standards
 - Allow as permitted uses

Public Input

- ❖ TAC feedback included options to consider being more specific about particular uses, regulating through design standards, or allowing as discretionary uses.



CFA Overlay District Policy Questions



2. Does the Council support or have concerns with applying a 15-foot maximum building setback requirement for lots with frontage on an arterial in the CFA Overlay District?

Public Input

- ❖ Most TAC members expressed broad support for removing the maximum building setback requirement altogether to allow developers to decide setbacks based on site conditions.

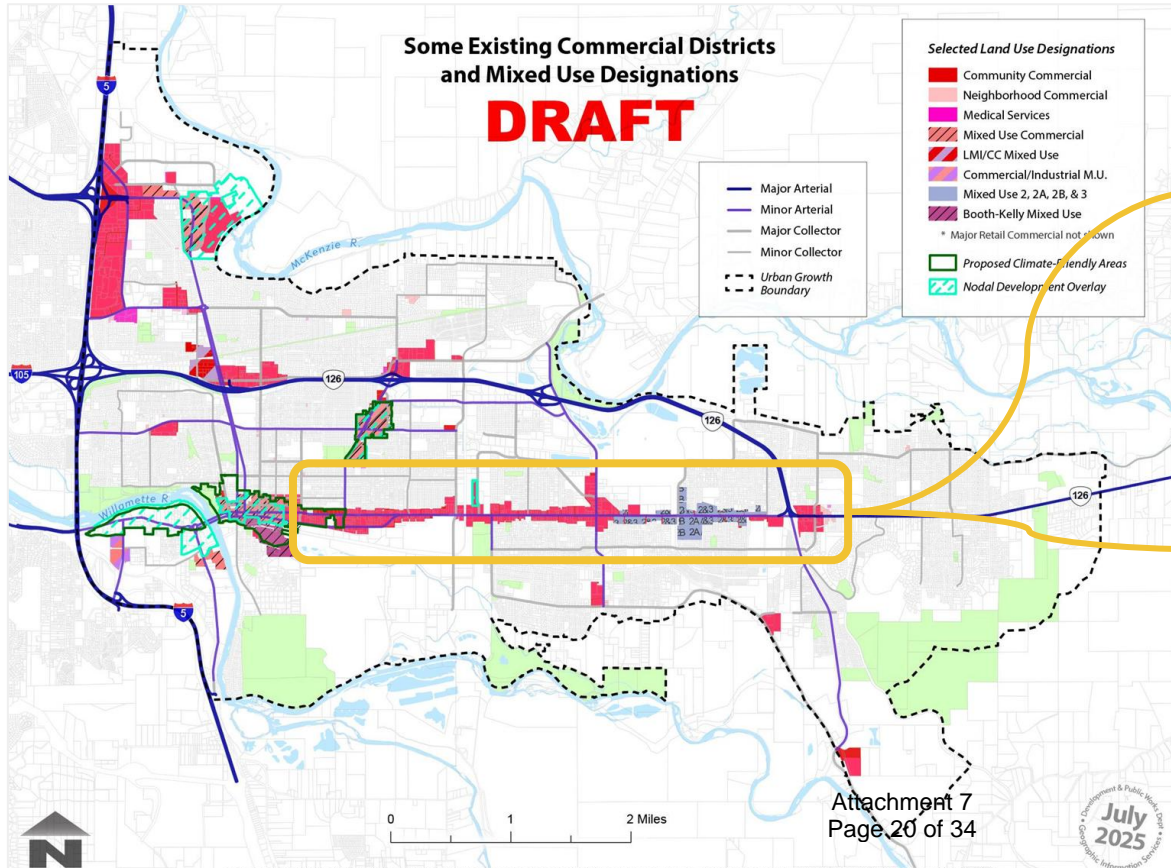
Commercial Districts - Springfield Development Code 3.2.300

Why not allow multiple unit standalone housing development in all locations?

- Housing opportunities must be balanced with policies to preserve land supply for employment uses
- State land use laws require City to plan for a 20-year supply of employment land
- Busier, high traffic streets (arterials) are more viable locations for commercial uses (visibility)
- Housing on the ground floor on storefront-lined streets could detract from the vitality of a business district
- Housing is more livable and attractive above or behind commercial uses on a busy street



Where would multiple unit housing be permitted as a standalone use on Main Street/South A?



Community Commercial District along Main Street/South A Corridor

- Site must be less than 1 acre
- Site must front local/collector street (off the corridor)

Mixed Use areas designated by East Main Refinement Plan

- Multiple unit housing (standalone) currently permitted in these areas
- No change!

How will the code encourage high density housing in commercial districts?

- **Minimum density standard in all districts:**
 - Mixed use: 15 units per net acre
 - Residential: 20 units per net acre
- **Increase maximum height in NC district to allow up to 4-story buildings:** supports housing above commercial.
- **Modify height step-down standard when site is adjacent to residential district:** Enables more buildable area without expensive construction techniques, especially on smaller site.
- **Increase maximum lot coverage in NC district:** lessens barrier to high density with 2-3 story buildings.





Commercial Districts Policy Questions



1. Do you support not allowing middle housing in the CC district on Main Street/South A Street? The only residential uses that would be allowed are mixed-use development with residential uses on Main Street/South A or multiple unit housing on local or collector streets.

Public Input

- ❖ One TAC member wondered if we would allow lot consolidation for middle housing development.
- ❖ The TAC did not reach consensus on whether or not to allow middle housing in the CC district.

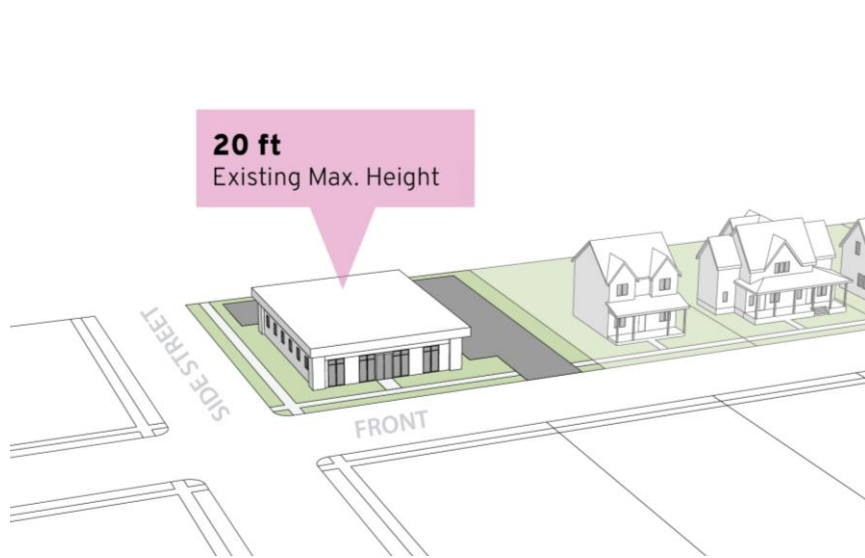


Mixed-Use Development – 38th & Main Street

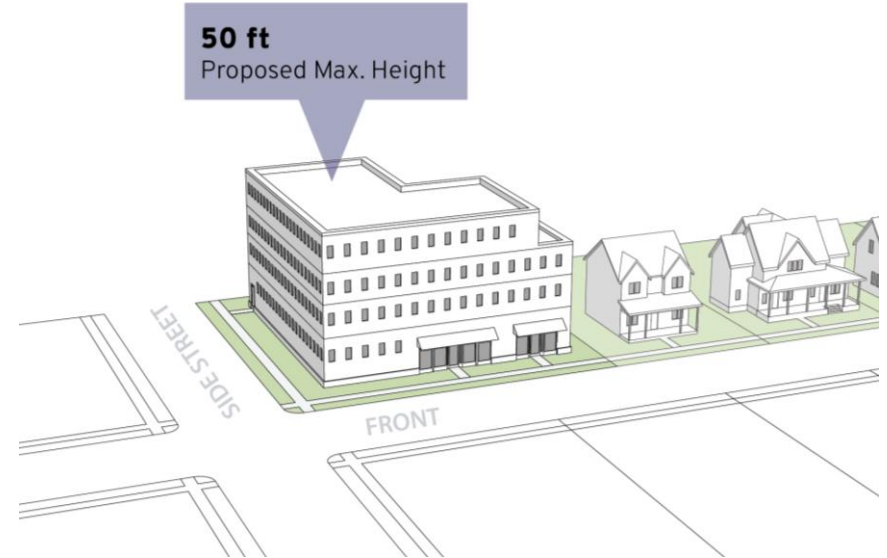


Multiple Unit Housing – 36th & Main Street

How will an increased height in NC District improve market feasibility?



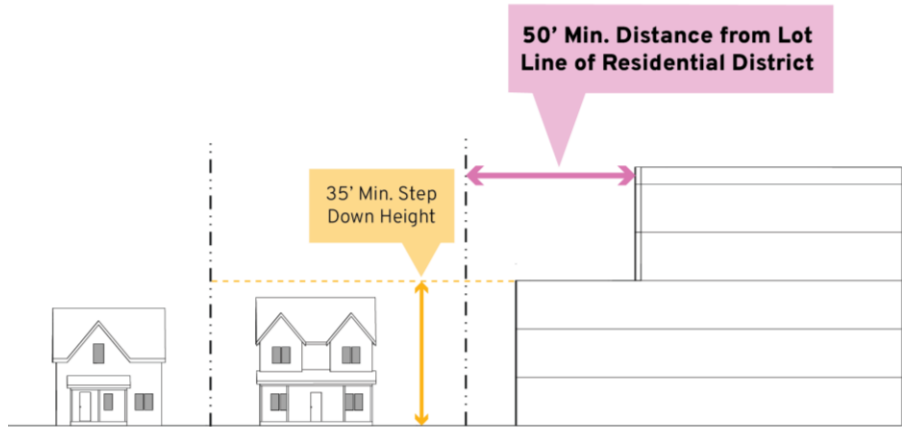
Existing maximum height permitted in the NC District is 20 feet. This limits development options to a single-story commercial building.



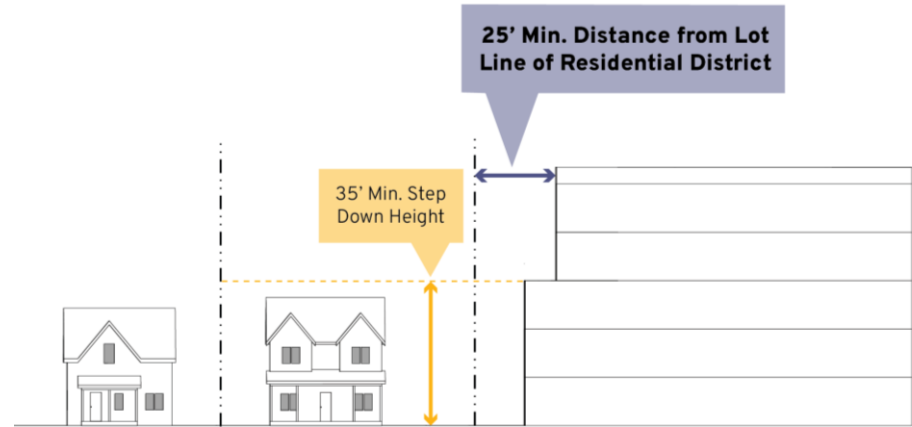
The proposed height increase to 50 feet will enable development of up to a 4-story mixed-use project with housing units on upper stories*

How will a modified step-down standard improve market feasibility?

Existing standard (all districts)



Proposed standard (all districts)



Reduce min. distance from lot line where height must step-down



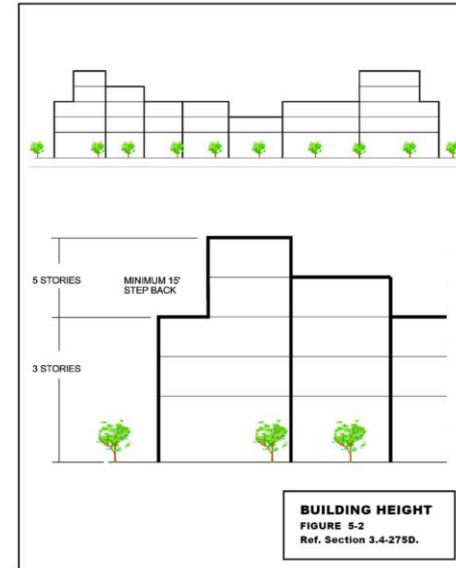
- More room for housing on upper floors
- More feasible to construct building without a step-down by moving the entire building
- More flexibility on smaller sites



Commercial Districts Policy Questions



2. The CC, MUR, MUC, MUE, and Booth Kelly districts all currently require that the maximum height of buildings “step-down” to no more than 35-50 feet on the portion of a property that is within 50 feet of an adjacent R-1 or R-2 district. A visual example of the existing and proposed step-down standard was shown on the previous slide. Does Council agree to reduce the distance from the residential district that would trigger a step-down in the height of the building? Staff have proposed a reduction from 50’ to 25’ from the property line.



A building height “step back”/”step down” example from the existing Development Code
– See the Glenwood Mixed-Use Districts



Commercial Districts Policy Questions



When mixed-use buildings with residential uses or multiple unit housing abut an industrial district, staff are proposing additional setbacks, screening/landscaping, and reduced height standards. See proposed code in the Council Briefing Memo.

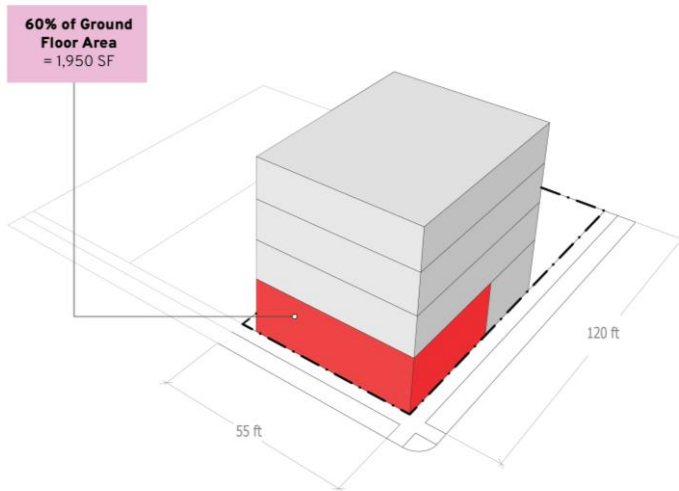
The Refinement Plans also include relevant policies related to industrial/commercial and residential compatibility. See Downtown, East Main, Gateway, and Mid Springfield Refinement Plan excerpts in the Council Briefing Memo.

3. Based on the code and refinement plan policies in the briefing memo, do you think the existing/proposed standards protect livability within commercial districts and mitigate visual and noise impacts from industrial operations or are additional mitigation measures necessary? Potential approaches could include:
 - a. Rely on the proposed code standards listed above.
 - b. Increase required setbacks/buffering.
 - c. Continue to explore options to address compatibility.
 - d. Don't allow residential uses in proximity to industrial uses.

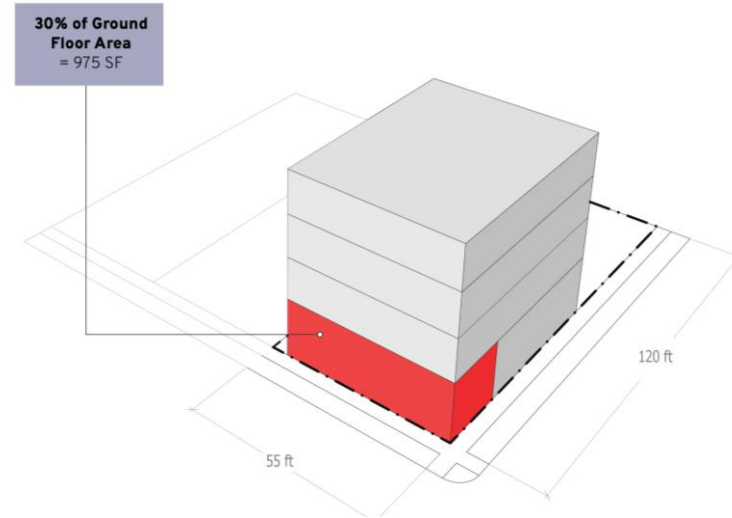
How will there be flexibility in the amount of commercial space that is required?

Minimum Ground Floor Area

Existing standard in MUC district



Proposed standard in MUC, CC, and NC districts



50% reduction in amount of space
that must be built and leased



Attachment 7
Page 27 of 34

- Lower risk of vacant commercial space
- More room for housing on ground floor
- Housing generates higher revenue per sf

Minimum Length of Street Frontage Code Examples

Hillsboro:

12.64.850 Pedestrian Active Use Requirements.

C. Requirements.

2. **Within each development parcel, at least 60% of each ground floor street frontage of each primary building shall be constructed:**
 - a. With a floor-to-ceiling height of at least 13 feet;
 - b. **With a leasable area extending from the street facade of the building towards the interior of the building at least 30 feet;** and
 - c. With at least 1 pedestrian access from the street to a main building entrance per 100 linear feet of street frontage, or part thereof, at a level no more than 3 feet above or below sidewalk grade.

Portland:

33.510.225 Ground Floor Active Uses

2. Buildings must be designed and constructed to accommodate uses listed in Subsection A. **This standard must be met along at least 50 percent of the ground floor of walls that are at an angle of 45 degrees or less from the street lot line of a street shown on Map 510-9, a plaza, or other public open space.** Areas designed to accommodate active uses must meet the following:
 - a. The distance from the finished floor to the bottom of the structure above must be at least 12 feet. The bottom of the structure above includes supporting beams;
 - b. **The area must be at least 25 feet deep, measured from the street-facing facade or wall;**
 - c. The area may be designed to accommodate a single tenant or multiple tenants.
 - d. In either case, the area must meet the Oregon Structural Specialty Code.
 - e. **The street-facing facade or wall must include windows and doors.**



Commercial Districts Policy Questions



4. Does Council support allowing two ways for a developer to meet the minimum amount of non-residential space in a mixed-use development

A minimum ground floor area standard and
a minimum length of street frontage standard?

Ground-Floor Commercial Requirement Alternative Example

Bend:

2.7.3245 Commercial-Ready Space

- A. The ground floor of buildings that front main streets identified in Figure 2.7.3207, Main Streets, must be developed as either commercial or commercial-ready space by complying with the following:**
1. The entire ground floor space must be constructed to accommodate nonresidential uses.
 2. If residential uses are provided immediately above the ground floor level (i.e., second floor residential), horizontal occupancy separation must be provided to accommodate future commercial occupancies as required by the Oregon Structure Specialty Code at the time of construction.
 3. The ground floor must have an interior height of not less than 12 feet measured from the entry level finished floor to the bottom of the structural members of the floor above.
- B. Exemption. The following are exempt from the commercial-ready space standards:**
1. Parking located within a structure.
 2. Conversion of a building or a portion of a building from commercial to a residential use.



Commercial Districts Policy Questions

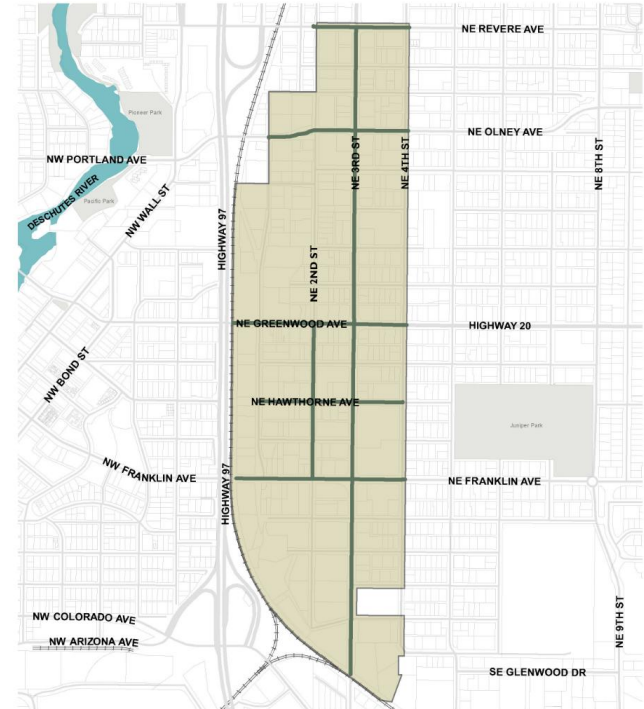


5. Could we allow Commercial-Ready Space in addition to or in lieu of providing the minimum ground floor area or minimum length of street frontage options described previously?

Public Input

- ❖ There was broad support from the TAC for this reasonable exception to the ground floor commercial requirement.
- ❖ One TAC member cautioned that Bend’s interior height requirement could be a deal breaker. Others recommended keeping the height to allow for commercial uses.

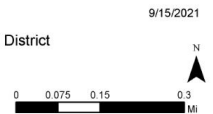
Figure 2.7.3207 Main Streets



BEND CENTRAL DISTRICT
MAIN STREETS



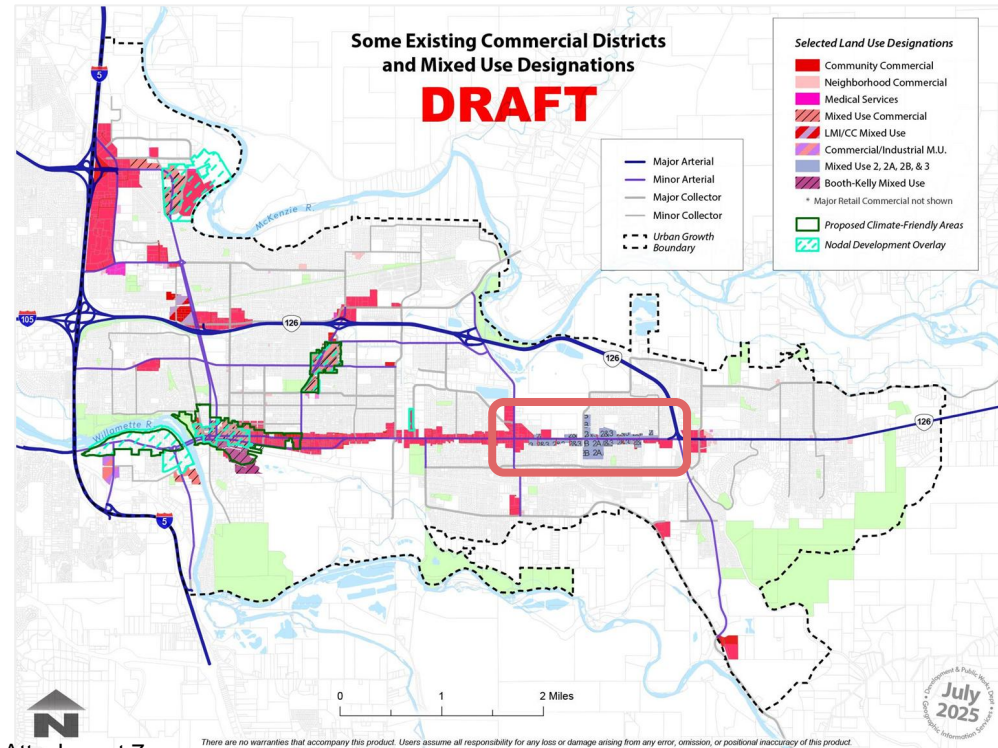
- Main Street
- Bend Central District
- Taxlots
- Parks



East Main Refinement Plan: Options for Plan/Zone Consistency

What is the issue?

- The East Main Refinement Plan designates “Mixed Use Areas” that allow residential uses in the CC district.
- The standards that apply to residential development are unclear in some cases
- They reference that development is subject to the “R2 or R3” standards.



East Main Refinement Plan: Options for Plan/Zone Consistency

Options	Pros	Cons
A: Clarify that applicant can decide between R-2 or R-3 standards.	<ul style="list-style-type: none">• No change in applicable regulations	<ul style="list-style-type: none">• More complex standards
B: Apply same development standards as are proposed for housing in rest of CC district	<ul style="list-style-type: none">• Allows higher densities than R-2 or R-3 district.• Consistency throughout CC District	<ul style="list-style-type: none">• May not be consistent with original intent of the designation (assumed lower densities)
C: Rezone this area to Mixed-Use Commercial	<ul style="list-style-type: none">• Simplifies the plan designations and CC district regulations	<ul style="list-style-type: none">• May not be consistent with original intent• Additional design standards required to comply with MUC standards



Commercial Districts Policy Questions



6. Does Council have a preference for...
- ❖ Option A
 - ❖ Option B or
 - ❖ Option C
- to resolve the East Main Refinement plan/zone conflicts?

