



Springfield Economic Development Agency

Agenda

City Hall

225 Fifth Street

Springfield, Oregon 97477

541-726-3700

Online at www.springfield-or.gov

Chair: Victoria Doyle
Vice Chair: Kori Rodley

Board Members

Sean VanGordon

Michelle Webber

Steve Moe

Beth Blackwell

Alan Stout

David Loveall

City Manager:

Nancy Newton

City Recorder:

Allyson Pulido

541-726-3700

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.

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

All proceedings before the Springfield Economic Development Agency are recorded.

May 27, 2025

Tuesday

7:30 p.m. Regular Meeting

City Council Meeting Room

or

Virtual Attendance

Registration Required:

Attend from your computer, tablet or smartphone:

Zoom

Meeting ID: 884 1448 3865

https://us06web.zoom.us/webinar/register/WN_ehL3xD6WQk6LUmxfoNPg

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

CALL TO ORDER

ROLL CALL -- Board Members: VanGordon____, Webber____, Moe____, Rodley____, Blackwell____, Doyle____, Stout____and Loveall_____.

CONSENT CALENDAR

1. **Minutes**
2. **Resolutions**
4. **MOTION: APPROVE/REJECT THE CONSENT CALENDAR**

COMMUNICATIONS

1. Business from the Audience: Please limit comments to 3 minutes. Request to Speak cards are available at the entrance. Please present cards to City Recorder. Speakers may not yield their time to others and the Board cannot engage in discussion/conversation with the individual providing comment/testimony.
2. Correspondence
3. Business from the Staff

REPORT OF CHAIR

REPORTS OF COMMITTEES

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

NEW BUSINESS

1. Stormwater Fee Waiver Agreement Review
[Allie Camp] (5 minutes)
2. Glenwood Urban Renewal Plan Amendment
[Allie Camp] (5 minutes)

OLD BUSINESS

ADJOURNMENT

AGENDA ITEM SUMMARY	Meeting Date:	05/27/2025
	Meeting Type:	Springfield Economic Development Agency- Regular Meeting
	Staff Contact/Dept:	Allie Camp, Economic Development Manager/City Manager's Office
	Staff Phone No:	
SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY	Estimated Time:	5 Minutes

ITEM TITLE:

Stormwater Fee Waiver Agreement Review

ACTION REQUESTED:

To move to direct the City Manager to enter into a stormwater fee agreement with Joint Planning Agreement partner Roth & Roth, LLC, as provided in Attachment 1.

ISSUE STATEMENT:

Annexation of the properties in the proposed future Master Plan Area was a beneficial step at the direction of SEDA to facilitate a more efficient and convenient master planning process. Annexation has imposed municipal stormwater fees on impervious surface for property owner and proposed future Glenwood Master Plan Area partner Roth & Roth, LLC.

DISCUSSION/FINANCIAL IMPACT:

The owners within the proposed future Master Plan Area (ATT 1) are proceeding together through the necessary land use and entitlement steps to redevelop the roughly 23-acre area. Proceeding together allows for an efficient and comprehensive vision to be delivered for this important redevelopment opportunity.

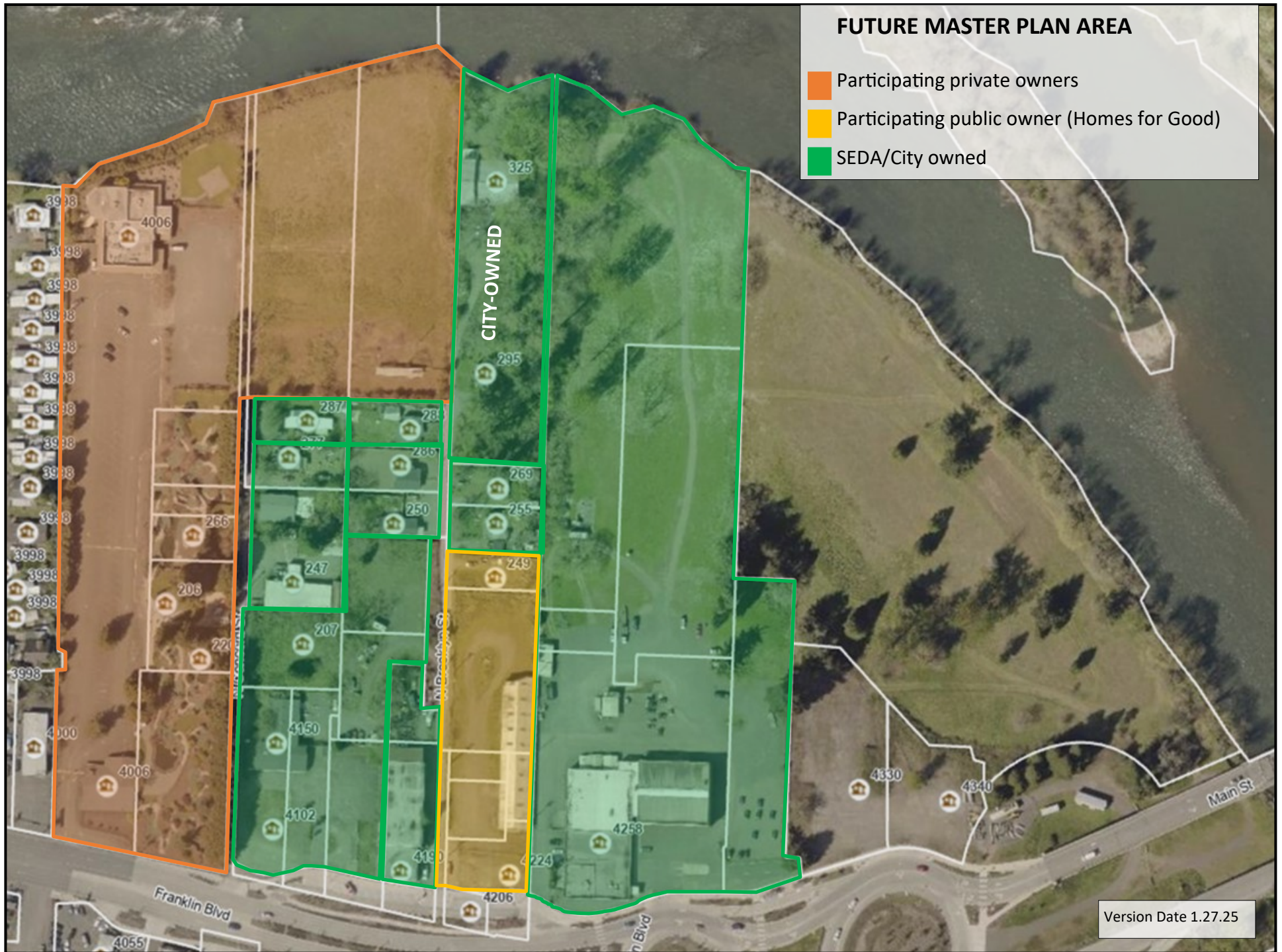
To proceed together through the land use and entitlement steps, Roth & Roth, LLC has signed a Joint Planning Agreement which consents to annexation as the first step. Once a property's annexation is effective, and the property falls within the City of Springfield jurisdiction, municipal stormwater fees will begin to apply to impervious surfaces. Because the strategy for the Glenwood Master Plan Area has been to proceed together for the mutual timing and coordination benefit, these stormwater fees would not apply to the Roth & Roth, LLC but for being included in SEDA's efforts. A representative at Roth & Roth LLC has requested assistance with stormwater fees upon an effective date of annexation.

A draft agreement for the SEDA Board's decision is included as Attachment 2.

The anticipated financial impact to the Board for this proposed stormwater fee waiver agreement is estimated at \$13,000 per year, or \$70,000 over the extent of the proposed agreement term.

Attachments

1. Ownership Map
2. Proposed stormwater fee waiver agreement



STORMWATER (DRAINAGE) FEE WAIVER AGREEMENT

Springfield Economic Development Agency, an urban
renewal agency of the City of Springfield, Oregon

"SEDA"

AND

Roth & Roth, LLC, a limited liability company of the
state of Oregon

"Owner"

RECITALS

- A. Owner owns approximately 8.1 acres of real property at Tax Map 17-03-34-42, Lots 100, 1500, 1600, 1700, 1800, 1900, 2000, and 2100 in the Glenwood Riverfront area of Springfield ("Property").
- B. Consistent with the Glenwood Urban Renewal Plan, approved by voters on November 2, 2004 and accepted by SEDA on November 15, 2004 by Resolution 2004-02, SEDA and Owner are parties to a Restated Joint Planning Agreement for Glenwood Riverfront Master Planning, which provides for the cooperation of the parties in creation and adoption of a Glenwood Riverfront Master Plan.
- C. Under the Joint Planning Agreement, Owner has consented to annexation of the Property. Annexation will facilitate a more efficient and convenient master planning process being conducted by SEDA, including proposed development code amendments and Glenwood Refinement Plan diagram amendments. Annexation of the subject property is not required to process said amendments, but is for the convenience of SEDA and the City of Springfield. But for the Joint Planning Agreement, Owner would not annex to the City limits unless or until Owner desires to develop or redevelop its property with urban uses or connect to urban utilities.
- D. Upon annexation to the City limits, Owner's real property will become subject to stormwater (drainage) fees imposed under Springfield Municipal Code section 4.208. This is a cost that Owner would not incur but for the Joint Planning Agreement.
- E. The purpose of this Agreement is to offset the impacts to Owner of its participation in the Joint Planning Agreement and to assist Owner in maintaining the Property during the time between annexation and future development or redevelopment of the Property. SEDA is authorized to carry out this Agreement by Glenwood Urban Renewal Plan section 600.C.

NOW THEREFORE, the Parties agree as follows:

1. Waiver of Stormwater Fees.

- 1.1. Generally. SEDA will reimburse Owner for its stormwater (drainage) user fees for the real property that is subject to this Agreement. Owner must submit reimbursement requests by invoice to SEDA, and may do so on either a monthly or quarterly basis.

- 1.2. Invoices. Invoices must include the utility bill or statement reflecting the actual stormwater (drainage) user fees charged to Owner for the period subject to the reimbursement request. Owner must send invoices to: Accounts Payable - City of Springfield, 225 5th Street, Springfield, OR 97477 or email to ap@springfield-or.gov. Eligible expenses will be reimbursed on net 30 day terms. The invoice must reference this contract #XXXX and approval code #XXX.
2. Term. This Agreement commences upon the effective date of an ordinance annexing the Property to the City limits. This Agreement shall remain in full force and effect for five years following the date of execution, or until development or redevelopment of any or all of the Property. For the purpose of this agreement, "development or redevelopment" means any human made change to all or a portion of the Property that requires Owner to provide stormwater management under Springfield Development Code section 4.3.110.
3. Assignments and Successors. Owner may not assign this contract in whole or in part, or any right or obligation hereunder, without SEDA's written approval, which shall not be unreasonably withheld. Furthermore, during the term of this Agreement, any sale or transfer (or any attempted sale or transfer) of any interest in the Property, or any beneficial interest in Owner, without the prior written consent of SEDA is prohibited and shall constitute a default of this Agreement. As used herein, the term "sale or transfer" is used in its broadest sense, and includes but is not limited to any lease not in the ordinary course of business, land sale contract, foreclosure, deed in lieu of foreclosure, or gift.
4. Rights and Remedies on Default. Upon the occurrence of a default under this Agreement and at any time thereafter, SEDA may, as SEDA's sole and exclusive remedy, terminate its obligation to waive stormwater user fees incurred after the date of the default.
5. Tax Consequences. SEDA makes no representations concerning the tax consequences to the Owner of any SEDA funds granted under this Agreement. Any questions in this regard should be resolved by the recipient with his/her own tax professional.
6. Prevailing Wage Impacts. The parties do not intend this Agreement to be "funds of a public agency" to be used for a future project on the Property under ORS chapter 279C and this Agreement is not contingent upon future development or redevelopment of the Property. Provided, however, SEDA makes no representations or warranties regarding whether this Agreement will affect the application of prevailing wages to any future project. SEDA will not be liable to Owner for any costs associated with payment of prevailing wages on any future development or redevelopment of the Property.
7. No Third-Party Beneficiaries. No entities that are not a party to this Agreement are intended to be benefitted or afforded any legal rights under or by virtue of this Agreement.
8. Severability. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.
9. Amendments. The terms of this Agreement cannot be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the City. This Agreement may not be modified except in writing signed by both parties.

10. Entire Agreement. Except the Joint Planning Agreement referenced herein, this Agreement signed by both parties is the parties' final and entire Agreement on this subject, and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

SPRINGFIELD ECONOMIC
DEVELOPMENT AGENCY

ROTH & ROTH, LLC

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

AGENDA ITEM SUMMARY	Meeting Date:	05/27/2025
	Meeting Type:	Springfield Economic Development Agency- Regular Meeting
	Staff Contact/Dept:	Allie Camp, Economic Development Manager/City Manager's Office
	Staff Phone No:	
SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY	Estimated Time:	5 Minutes

ITEM TITLE:

Glenwood Urban Renewal Plan Amendment

ACTION REQUESTED:

Adopt/Not adopt the following Resolution:

A RESOLUTION AMENDING THE GLENWOOD URBAN RENEWAL PLAN FOR REAL PROPERTY ACQUISITION.

ISSUE STATEMENT:

Property identified as map and tax lot 17-03-34-42-00503 has not yet been included in the Glenwood Urban Renewal Plan.

DISCUSSION/FINANCIAL IMPACT:

The Glenwood Urban Renewal Plan requires an amendment for any acquisition of property for purposes outlined in Section 900.C of the Plan. Amendments to the plan may be completed while in varying stages of negotiation or in anticipation of potential future acquisition. The property under discussion is a tax lot in the center of the proposed future Master Plan Area owned by Lane County and serving as right-of-way.

The property proposed to be added to the Plan is below and included in Attachment 1's Exhibit A:

- Map 17-03-34-42, Tax Lot 00503, approximately 0.14 acres.

Per the Glenwood Urban Renewal Plan, the Springfield Economic Development Agency (SEDA) has the authority to acquire property within the urban renewal area to achieve the objectives of the Plan. Inclusion of these properties in the Plan by amendment ensures that the property acquired will be held to the objectives and requirements within the Plan.

SEDA is asked to adopt this amendment to the Glenwood Urban Renewal Plan to accurately reflect potential future acquisition of this property for inclusion in the Glenwood Master Plan Area. To date, Lane County has been a signatory to the Master Plan Area's planning applications to date. Any transfer of property will need to be discussed by the Lane County Board of Commissioners. Staff are coordinating this item for the Commissioners' discussion.

The City Council will be asked to ratify the amendments subsequent to SEDA approval as outlined in Section 700 of the Glenwood Urban Renewal Plan. City Council ratification is required when property is pursued for land assembly and development by public or private sector parties.

Attachments

1. Proposed Resolution

1a. Map

SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY (SEDA)
RESOLUTION NO. _____

A RESOLUTION AMENDING THE GLENWOOD URBAN RENEWAL PLAN FOR REAL PROPERTY ACQUISITION

WHEREAS, the Glenwood Urban Renewal Plan was approved by voters on November 2, 2004 and accepted by the SEDA on November 15, 2004 by Resolution 2004-02;

WHEREAS, The Glenwood Urban Renewal Plan (the "Plan") authorizes SEDA to acquire real property to achieve the Plan's objectives subject to sections 600.D, 700, 800 and 900 of the Plan;

WHEREAS, Section 700.A.1 of the Plan requires City Council ratification as well as SEDA approval, both as described in Section 900.C of the Plan, for SEDA acquisition for assembling land for development by the public or private sector;

WHEREAS, Section 700.C of the Plan requires that properties to be acquired be identified in the Plan and a map exhibit, attached and incorporated to the resolution as Exhibit A, showing the properties be shown as an official part of the Plan;

WHEREAS, SEDA has previously adopted Resolutions 2016-06, 2018-03, and 2021-06 amending the plan to identify properties intended for acquisition; and

WHEREAS, SEDA may acquire additional land in Glenwood shown in Exhibit A, for development by the public or private sector,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SEDA, AN URBAN RENEWAL AGENCY OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

Section 1: The Glenwood Urban Renewal Plan section 700.C and the map exhibit in Part Two are amended to add the following property for acquisition by SEDA:

A. Map 17-03-34-42, Tax Lot 00503

Section 2: This Resolution will take effect immediately upon adoption.

ADOPTED by the Board of the Springfield Urban Renewal Agency, an Urban Renewal Agency of the City of Springfield this 27th day of May, 2025, by a vote of _____ for and _____ against.

ATTEST:

Beth Blackwell, Secretary
Springfield Economic Development Agency Board

Exhibit A



- Subject Property
- Urban Growth Boundary
- City Limits
- Taxlots

