

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 13-06-04-12

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

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

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

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

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

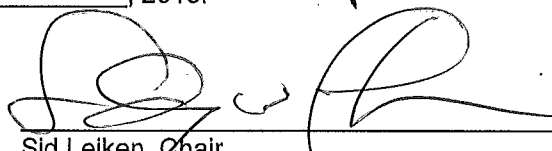
**WHEREAS**, on March 18, 2013, the Springfield City Council indicated support for the IGA and voted to approve the County initiated Metro Plan boundary amendment; and

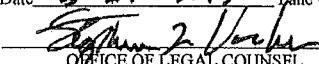
**WHEREAS**, on May 13, 2013, the Springfield City Manager signed the Intergovernmental Agreement included as attachment A to this Order.

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

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

ADOPTED this 04 day of June, 2013.

  
Sid Leiken, Chair  
Lane County Board of Commissioners

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

**INTERGOVERNMENTAL AGREEMENT  
METRO PLAN BOUNDARY**

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

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

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

RECITALS:

1. City and County, in the administration of their comprehensive planning responsibilities, jointly adopted the Eugene-Springfield Metropolitan Area General Plan (2004 update) (the "Plan").
2. Key elements of the Plan include certain boundaries that define responsibilities regarding land use including the Metropolitan Area General Plan (2004 update) Boundary (the "Boundary"), the Urban Growth Boundary (the "UGB"), and the city limits (the "city limits").
3. Since adoption, the Plan's boundary has included land beyond the UGB which is a unique feature of the Plan and not required by Oregon land use laws.
4. In 2011, Lane County and City amended the UGB east of I-5 to make it site specific.
5. In June of 2011, the County submitted a notice of proposed Post-Acknowledgment Plan Amendment (PAPA) to the Department of Land Conservation and Development (DLCD) seeking to relocate the Plan Boundary located east of I-5 to be coterminous with the City's site specific Urban Growth Boundary.
6. On October 25, 2011, the City of Springfield's Planning Commission recommended approval of County's proposed PAPA provided an agreement between the City and the County to address the concerns of the Springfield Utility Board (SUB) about protecting the City's drinking water was included as part of the amendment.
7. On March 13, 2012, the elected officials of the City, the County and the City of Eugene, conducted the initial public hearing of the joint elected officials on this proposal, SUB staff provided testimony in opposition to this proposal if specific provisions to protect the City's drinking water were not included as a part of the amendment.

8. City and County representatives have met on several occasions to discuss possible alternatives to the County's proposal in an effort to address the County's concern about constituent representation and the City's concern about preserving its existing authority in the Metro Plan regarding decisions in the land between the UGB and Metro Plan Boundary in order to protect the City's drinking water.
9. As a result of these conversations, the City and County have agreed that it is in the long-term interest of both governments and their respective constituents to establish a logical relationship between the Metro Plan Boundary and the Rural Comprehensive Plan Boundary.
10. Springfield Utility Board (SUB) wellhead protection areas outside of the City UGB have been delineated by SUB and certified by the Oregon Health Authority pursuant to OAR chapter 333, Division 61, by the Public Health Division of the Oregon Health Authority under Certificate Number 2, and, pursuant to OAR 660-023-0140 (5)(a) are eligible for recognition and inclusion on adopted Goal 5 inventories as a significant groundwater resource.
11. The parties now agree that a Boundary based upon the City's UGB would provide the desired logical relationship, with further agreement preserving the City's joint governance over the sensitive time of travel zones mapped on the Springfield Drinking Water Protection Plan that are within the present Metro Plan boundary until such time as a drinking water protection plan is in place. Such areas are shown on Exhibit A .
12. The parties further agree that in order to protect the City's drinking water source, certain areas outside the current UGB but within the sensitive time of travel zones should be evaluated for inclusion within the City's UGB.
13. ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SPRINGFIELD:


LANE COUNTY:



Gino Grimaldi, City Manager

5/13/13

Liane Richardson, County Administrator

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