

AGREEMENT REGARDING THE TRANSFER OF BUILDING AND LAND USE  
RESPONSIBILITIES WITHIN THE URBANIZABLE PORTION OF THE  
SPRINGFIELD URBAN GROWTH BOUNDARY

THIS AGREEMENT is entered into pursuant to the authority granted in Chapter 190 of Oregon Revised Statutes and in accord with the policy guidance provided by the Eugene-Springfield Metropolitan Area General Plan, by and between the CITY OF SPRINGFIELD, a local municipality of the State of Oregon, hereinafter called the "City," and the COUNTY OF LANE, a political subdivision of the State of Oregon, hereinafter called the "County," as the parties hereto to provide for the transition of responsibility for certain services from the County to the City.

RECITALS

WHEREAS, the City and the County are subject to the policy mandates of the Eugene-Springfield Metropolitan Area General Plan, hereinafter referred to as the "Metro Plan;" and

WHEREAS, this Agreement is intended to implement the policy mandates of the Metro Plan; and

WHEREAS, the City and the County have adopted policy resolutions which call for the transition of urban services in the urbanizable area from the County to the City; and

WHEREAS, the intergovernmental Urban Services Policy Committee has approved a concept paper outlining the conditions of the transfer of building and land use responsibilities; and

WHEREAS, the following Metro Plan "Growth Management and Urban Service Area" policies support the administration of City authority within the urbanizable portion of the Springfield Urban Growth Boundary:

1. Policy #2, page II-B-3, requires that the location, timing and financing of major public investments that directly influence the growth form of the metropolitan area be planned and coordinated on a metropolitanwide basis.
2. Policy #7, page II-B-4 provides that land within the projected urban service area may be converted from urbanizable to urban only through annexation to a city.
3. Policy #12, page II-B-5, requires that any development taking place within an urbanizable area shall be designed to the development standards of the city which would be responsible for eventually providing a minimum level of key urban services to the area. This policy further provides that with the exception of areas designated "special light industrial" the minimum lot size within the urbanizable area shall be 10 acres.
4. Policy #13, page II-B-5, requires that the creation of lots of under five acres in size in the urbanizable area shall require a city-county Agreement. This Agreement shall be subject to certain ownership, locational and size standards imposed by this policy.
5. Policy #14, page II-B-6, provides that Lane County shall review the siting of all residences on urbanizable lots served by on-site sewage disposal systems.

6. Policy #15, page II-B-6, provides that Lane County shall have the responsibility of approving on-site sewage disposal systems for urbanizable area uses; and

WHEREAS, the City and the County wish to implement the "Growth Management and Urban Service Area" policy considerations of the Metro Plan by transferring building regulation and land use responsibilities for the urbanizable portion of the Springfield Urban Growth Boundary from the County to the City; and

WHEREAS, ORS 190.003 et seq provides for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities of one unit of local government for another; and

WHEREAS, ORS 190.003 et seq requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities between the parties;

NOW, THEREFORE, PURSUANT TO THE PROVISIONS OF ORS 190.003 et seq, THE CITY AND COUNTY AGREE AS FOLLOWS:

## AGREEMENTS

### ARTICLE I: PURPOSE

- A. To enable the City to provide municipal services where it is logical and efficient to do so, and to enable the County to reduce the provision of these services in order to enhance the provision of County-wide non-municipal services.
- B. To provide for the orderly transition of municipal services delivery from County to City.
- C. To enable the City and the County to better implement the goals and policies of the "Growth Management and Urban Service Area" section of the Metro Plan.
- D. To provide for the transfer of certain land use and building regulation responsibilities from the County to the City for the urbanizable portion of the Springfield Urban Growth Boundary.
- E. To avoid the duplication of governmental effort and public confusion concerning land development processes and standards.

## ARTICLE II: DEFINITIONS

- A. Building Regulations: For the purposes of this Agreement, building regulations shall be the City's currently adopted version of the State Building Specialty Codes and applicable Oregon Administrative Rules. These regulations shall include, but shall not be limited too, the following:
1. Structural Specialty Code and Fire and Life Safety regulations.
  2. Council of Americal Building Officials One and Two Family Dwelling Code.
  3. Mechanical Specialty Code and Mechanical Fire and Life Safety regulations.
  4. Plumbing Specialty Code.
  5. OAR 814-23-055 to 814-23-080, Mobile Home Installation, Tiedown and Accessory Building Requirements.
  6. Uniform Code for the Abatement of Dangerous Buildings.
  7. Electrical Specialty Code and Oregon State Electrical Code for 1 and 2 family dwellings.
  8. OAR Chapter 837, Division 40, Fire and Life Safety Code.
- B. Hearings Officer: As used in this Agreement, the hearings officer means an individual or individuals appointed to implement Type III development procedures through a quasi-judicial decision-making process and to hear and render decisions regarding violations of the land use regulations applied within the urbanizable portion of the Springfield Urban Growth Boundary.
- C. Land Use Regulations: Those regulations, as defined by ORS 197.015(11), applicable to the urbanizable portion of the Springfield Urban Growth Boundary. For the purposes of this Agreement, land use regulations shall include, but shall not necessarily be limited to, the Springfield Development Code.
- D. Springfield Urban Growth Boundary: All land within the urban growth boundary, as defined by the Eugene-Springfield Metropolitan Area General Plan, east of I-5 excluding the area known as Glenwood (bounded on the north and east by the Willamette River and the west and south by I-5).
- E. Urbanizable Land: Urbanizable lands, as defined by the Eugene-Springfield Metropolitan Area Plan, are those unincorporated lands between the Springfield City Limits and the Springfield Urban Growth Boundary.

### ARTICLE III: BUILDING SERVICES TO BE TRANSFERRED

A. The County shall, as of November 1, 1986:

1. Transfer to the City the responsibility and authority to administer building regulations, with the exception of the Electrical Specialty Code and the Oregon State Electrical Code for 1 and 2 family dwellings, within the urbanizable portion of the Springfield Urban Growth Boundary.
2. Assist in the transfer of the authority from the State of Oregon to the City for the administration of the Electrical Specialty Code and the Oregon State Electrical Code for 1 and 2 family dwellings.
3. Assist in the transfer of the authority from the State Fire Marshall to the City for the administration of the Fire and Life Safety Code for the urbanizable portion of the Springfield Urban Growth Boundary.
4. Adopt the building regulations of the City.
5. Retain authority over the administration of on-site sewage disposal systems within the urbanizable portion of the Springfield Urban Growth Boundary.
6. Continue to process permits accepted prior to the effective date of this Agreement.

B. The City shall, as of November 1, 1986:

1. Have the responsibility and the authority to administer its building regulations within the urbanizable portion of the Springfield Urban Growth Boundary.
2. Assume all building inspection and plan review responsibilities within the urbanizable portion of the Springfield Urban Growth Boundary and shall receive all fees required for that service.
3. Specify required building permit fees in the Springfield Building and Safety Codes. These fees may differ from fees charged for similar permits inside the City or in the remainder of the County and may be adjusted in the future to more closely reflect the fee schedule for urbanizable lands within the Springfield Urban Growth Boundary.
4. Process appeals of administrative decisions through the Springfield Building Board of Appeals. Appeals from the Building Board shall be to the Oregon Department of Commerce.
5. Hold harmless and indemnify the County from the administration and enforcement of building regulations within the urbanizable portion of the Springfield Urban Growth Boundary.

## ARTICLE IV: LAND USE SERVICES TO BE TRANSFERRED

### A. The County shall, as of January 1, 1987:

1. Transfer to the City the responsibility and authority to administer land use regulations within the urbanizable portion of the Springfield Urban Growth Boundary.
2. With the City, jointly develop land use regulations to be applied to the urbanizable portion of the Springfield Urban Growth Boundary. Following at least one hearing on these regulations by the planning commissions of Springfield and Lane County, the Springfield City Council and the Lane County Board of Commissioners shall adopt identical versions of these land use regulations.

These jointly developed land use regulations shall include an overlay zoning district which shall require, except in the case of existing single-family residences, "consent to annexation" and "waiver of remonstrance" agreements for all Type II-IV development permits and Type I development permits with respect to new single family residences and duplexes and site plan reviews.

3. Transfer to the Springfield Planning Commission the legislative land use authority for the urbanizable portion of the Springfield Urban Growth Boundary currently exercised by the Lane County Planning Commission.
4. Continue processing permits accepted prior to the effective date of this Agreement.

### B. The City shall, as of January 1, 1987:

1. Administer, in conformance with the Metro Plan, the land use regulations jointly developed between the County and the City.
2. Refer each development request pertaining to the urbanizable portion of the Springfield Urban Growth Boundary to the County for comment.
3. Accord the County automatic party status for all development requests administered within the urbanizable portion of the Springfield Urban Growth Boundary and shall exercise final decision-making responsibility only after the County has been provided a reasonable opportunity to make timely recommendations.
4. Assume permit issuance and site inspection duties necessary for the administration of the jointly developed land use regulations within the urbanizable portion of the Springfield Urban Growth Boundary.
5. Have the authority to set all fees for land use regulation and shall receive all fees associated with the implementation of these regulations. These fees for applications affecting urbanizable lands may differ from fees charged for applications inside the City.

6. Prosecute violations of the jointly developed land use regulations as a City Infraction. Prosecution shall be pursuant to the City's administrative hearing procedures and determination before a hearings officer, as provided by Article V of this Agreement.
7. Establish and receive all fees concerning appeals of hearings officer decisions regarding the issuance of land use permits within the urbanizable portion of the Springfield Urban Growth Boundary.
8. The City shall provide for the position of a hearings officer in appropriate code provisions. The City shall remunerate the hearings officer for appeals of administrative decisions made by Springfield in the implementation of the jointly developed land use regulations.
9. Hold harmless and indemnify the County from the administration and enforcement of land use regulations within the urbanizable portion of the Springfield Urban Growth Boundary.

#### ARTICLE V: APPEALS

- A. Appeals of administrative decisions made by Springfield in the implementation of the jointly developed land use regulations and violations of the City's land use regulations shall be reviewed by a hearings officer.
- B. The position of hearings officer shall be mutually agreed upon and appointed by the City and the County for a period of four years.
- C. A person charged with a violation of the City's land use regulations may appeal a final adverse ruling by the hearings officer through the Writ of Review process provided by ORS Chapter 34 or through other legal mechanisms as appropriate. The City shall defend such appeals as appropriate.
- D. Decisions by the hearings officer regarding the issuance of land use permits within the urbanizable portion of the Springfield Urban Growth Boundary shall constitute the final level of local appeal. Appeals of hearings official decisions regarding the issuance of land use permits shall be to the Oregon Land Use Board of Appeals. The City shall accord the County automatic party status during the prosecution of these appeals.

#### ARTICLE VI: DISPUTE RESOLUTION

City and County planning and building officials shall attempt to informally resolve any disputes regarding either party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. Disputes which are not resolved through this informal process shall be resolved by arbitration. Either party may request arbitration upon ten (10) days' prior written notice. If the parties cannot agree to a single arbitrator within ten (10) days of the notice, each party shall have five (5) additional days to select a person to represent the party and the two representatives shall, within five (5) days, select an impartial third person to complete a three-member arbitration panel. The panel shall conduct the arbitration in accordance with the provisions of ORS Ch 33 or the future corresponding provisions of any such

law. The arbitrators shall assess all or part of the cost of arbitration, including attorney's fees, to one or both parties. The decision of the arbitrator shall be final and shall be filed as a judgment in Circuit Court.

ARTICLE VII: AMENDMENT

This Agreement may be modified by mutual consent of both parties according to the procedure outlined in Section B of Article IV of this Agreement. It is recognized that the City may renegotiate the provisions of Section D, Article V of this Agreement, in the event the County and the City of Eugene execute a similar agreement where the role of the Lane County Board of Commissioners in the appeal process differs substantially from the terms of this Agreement.

ARTICLE VIII: TERMINATION

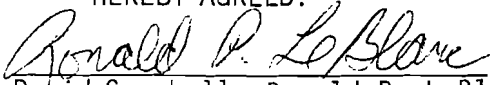
Failure by the County to adopt the City's land use and building regulations within the timeframes specified within this Agreement for the transfer of services shall, without prejudice, automatically terminate this Agreement. This Agreement may be terminated at will until the provisions of this Agreement have been implemented. Following the implementation of the provisions of this Agreement, this Agreement shall continue indefinitely unless terminated by either party upon twelve (12) months advance written notification provided to the other party.

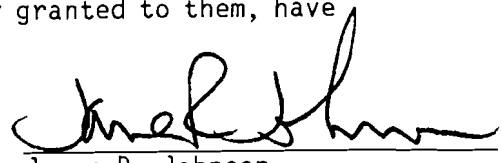
ARTICLE IX: SEPARABILITY

If any Article, section, subsection, clause or phrase of this Agreement is determined by any court or arbitrator of competent jurisdiction, to be invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining Agreement, which shall continue to be in effect.

IN WITNESS WHEREOF, the authorized representatives of the City and County, as parties hereto, acting pursuant to the authority granted to them, have

HEREBY AGREED:

  
~~David Campbell~~ Ronald P. LeBlanc  
Acting City Manager  
City of Springfield

  
James R. Johnson  
County Administrator  
Lane County

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