City Council Agenda

City Manager:
Nancy Newton
City Recorder:
AJ Nytes 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
Damien Pitts, Ward 1
Steve Moe, Ward 2
Kori Rodley, Ward 3
Leonard Stoehr, Ward 4
Marilee Woodrow, Ward 5
Joe Pishioneri, Ward 6

Due to Statewide orders regarding social distancing and large gatherings, these meetings will only be available via phone and internet using Zoom. 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.

April 19, 2021

5:30 p.m. Work Session
Virtual Attendance Only
COVID-19 Precautions:

Registration Required:
Attend from your computer, tablet or smartphone:
Zoom
Meeting ID: 949 7435 6132
https://zoom.us/webinar/register/WN_VdaHFSkRSVCrafFYY7UY2A
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 Pitts___, Moe___, Rodley____, Stoehr___,Woodrow ___, and Pishioneri ___.

1. Fiscal Year 2022 Draft Community Development Block Grant One Year Action Plan
   [Erin Fifield] (20 Minutes)

2. Annual Use of Force Report 2020
   [Matt Neiwert] (45 Minutes)

ADJOURNMENT

7:00 p.m. Regular Meeting
Virtual Attendance Only
COVID-19 Precautions:

Registration Required:
Attend from your computer, tablet or smartphone:
Zoom
Meeting ID: 949 7435 6132
https://zoom.us/webinar/register/WN_VdaHFSkRSVCrafFYY7UY2A
To dial in using your phone in Listen Only Mode:
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CALL TO ORDER

ROLL CALL – Mayor VanGordon___, Councilors Pitts___, Moe___, Rodley____, Stoehr___, Woodrow ___, and Pishioneri ___.

PLEDGE OF ALLEGIANCE

SPRINGFIELD UPBEAT

1. Mayor's Recognition

2. Other

CONSENT CALENDAR

1. Claims
   a. Approve the March 2021 Disbursements for Approval

2. Minutes

3. Resolutions

4. Ordinances
   a. ORDINANCE NO. 1 - AN ORDINANCE ANNEXING CERTAIN TERRITORY (MAP 18-02-05-23, TAX LOT 202) TO THE CITY OF SPRINGFIELD AND WILLAMALANE PARK AND RECREATION DISTRICT; WITHDRAWING THE SAME TERRITORY FROM THE WILLAKENZIE RURAL FIRE PROTECTION DISTRICT; ADOPTING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

5. Other Routine Matters

   a. Endorsement of OLCC Liquor License Application for The Monkey's Paw, located at 420 Main Street Springfield, OR 97477.
   b. Endorsement of OLCC Liquor License Application for Time Out Tavern, located at 5256 Main St. Springfield, OR 97478.
   c. Endorsement of OLCC Liquor License Application for McKenzie Crest Wines, located at 6112 Main St. #5 Springfield, OR 97478.
   d. Endorsement of OLCC Liquor License Application for Buffalo Wild Wings, located at 2770 Gateway St. Springfield, OR 97477.

MOTION: APPROVE/REJECT THE CONSENT CALENDAR

ITEMS REMOVED FROM THE CONSENT CALENDAR

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

1. Public Hearing for Declaration of Downtown Area Surplus Real Property
   [Courtney Griesel and Kristina Kraaz] (15 Minutes)

   MOTION: ADOPT/NOT ADOPT RESOLUTION NO. 1 – A RESOLUTION DECLARING CERTAIN REAL PROPERTY OWNED BY THE CITY OF SPRINGFIELD SURPLUS AND DIRECTING THE CITY MANAGER TO OFFER SUCH PROPERTY FOR SALE.

2. Public Hearing for the Declaration of Surplus Real Property
   [Courtney Griesel and Kristina Kraaz] (10 Minutes)

   MOTION: ADOPT/NOT ADOPT RESOLUTION NO. 2 – A RESOLUTION DECLARING CERTAIN REAL PROPERTY OWNED BY THE CITY OF SPRINGFIELD SURPLUS AND DIRECTING THE CITY MANAGER TO OFFER SUCH PROPERTY FOR SALE.

BUSINESS FROM THE AUDIENCE - **Limited to 20 minutes. Please limit comments to 3 minutes. Request to Speak cards are available at both entrances. Please present cards to City Recorder. Speakers may not yield their time to others.**

1. OIR Group
   [Michael Gennaco] (10 Minutes)

COUNCIL RESPONSE

CORRESPONDENCE AND PETITIONS

BIDS

ORDINANCES

BUSINESS FROM THE CITY COUNCIL

1. Committee Appointments
   a. Budget Committee
      [Neil Obringer] (10 Minutes)

MOTION: APPOINT DARLENE RAISCH (WARD 3) AND STEVEN SCHMUNK (WARD 4) TO THE BUDGET COMMITTEE WITH TERMS EXPIRING DECEMBER 31, 2023.

2. Business from Council

   a. Committee Reports

   b. Other Business

BUSINESS FROM THE CITY MANAGER

1. Other Business

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

AGENDA ITEM SUMMARY		
S P R I N G F I E L D C I T Y C O U N C I L	**Meeting Date:** **Meeting Type:** **Staff Contact/Dept.:** **Staff Phone No:** **Estimated Time:** **Council Goals:**	4/19/2021 Work Session Erin Fifield / DPW 726-2302 20 minutes Encourage Economic Development and Revitalization through Community Partnerships

ITEM TITLE:	FISCAL YEAR 2022 DRAFT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ONE YEAR ACTION PLAN
ACTION REQUESTED:	Review funding recommendations and provide direction to staff to prepare final Fiscal Year2022 CDBG One Year Action Plan for approval.
ISSUE STATEMENT:	Each spring, City Council must approve funding allocations for the use of Community Development Block Grant (CDBG) funds for the next fiscal year in a document called the One Year Action Plan. A public hearing was held on the draft plan by the Community Development Advisory Committee (CDAC) on April 7, 2021. The CDAC has subsequently made a recommendation to Council on the funding allocation for the One Year Action Plan. Council will have the opportunity to formally approve the FY2022 CDBG One Year Action Plan during the May 3 Regular Session.
ATTACHMENTS:	Attachment 1: Council Briefing Memo Attachment 2: 2020 Eugene-Springfield Consolidated Plan strategies Attachment 3: FY2022 CDAC Recommendations
DISCUSSION/ FINANCIAL IMPACT:	The Community Development Advisory Committee (CDAC) has made a recommendation to Council for the DRAFT FY2022 CDBG One Year Action Plan, following a public hearing on April 7, 2021 and a 30-day public comment period. The FY2022 CDBG One Year Action Plan process included a Request for Proposals (RFP) to non-profits, public agencies, and other eligible organizations seeking CDBG funds for various community projects that would serve low-moderate income people. Through this RFP, about $400,000 in CDBG funds is available for allocation. The RFP was released on February 1 and closed mid-March. Nine (9) applications for CDBG funds were received through the RFP process. During a CDAC meeting on March 31, the CDAC reviewed all nine applications; applicants were available to speak to their proposals and answer questions from the committee. The CDAC's One Year Action Plan recommendation includes two funding scenarios of projects from the RFP, as well as funding for existing City programs and contributions, including the Home Repair Program, contribution to the Lane County Human Services Commission (HSC), and grant administration and planning, An approved FY2022 CDBG One Year Action Plan is required to be submitted to the U.S. Department of Housing and Urban Development (HUD) by May 15, 2021.

M E M O R A N D U M **City of Springfield**

Date:	4/19/2021	
To:	Nancy Newton, City Manager	**COUNCIL**
From:	Erin Fifield, Community Development Analyst Tom Boyatt, Community Development Director	**BRIEFING**
Subject:	FISCAL YEAR 2022 DRAFT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ONE YEAR ACTION PLAN	**MEMORANDUM**

ISSUE: Each spring, City Council must approve funding allocations for the use of Community Development Block Grant (CDBG) funds for the next fiscal year in a document called the One Year Action Plan. A public hearing was held on the draft plan by the Community Development Advisory Committee (CDAC) on April 7, 2021. The CDAC has subsequently made a recommendation to Council on the funding allocation for the One Year Action Plan. Council will have the opportunity to formally approve the FY2022 CDBG One Year Action Plan during the May 3 Regular Session.

COUNCIL GOALS/ MANDATE:

Encourage Economic Development and Revitalization through Community Partnerships

BACKGROUND:

FY2021 One Year Action Plan

Each year, the City is entitled to receive an allocation of CDBG funds from HUD. To do so, the City must develop a One-Year Action Plan describing how it plans to allocate funds to address local community needs. The proposed uses of funding must align with allowed uses and with the local community needs and strategies identified in the 2020 Eugene-Springfield Consolidated Plan [see Attachment 2 of this packet].

Revenues

The revenues expected in Fiscal Year (FY) 2022 through the CDBG program include an entitlement allocation of $556,955 from the U.S. Department of Housing and Urban Development (HUD), as well as the repayment of CDBG loans and other carryover funds from the previous year.

CDBG REVENUES (estimated)	**Amount (EN)**	**Amount (other)**	**Amount (TOTAL)**
FY 2021-2022 Entitlement Funds	$563,650	-	$563,650
Other funds: Program income (FY21 and FY22) and carryover funds		$177,250	$177,250
TOTAL	**$556,955**	**$177,250**	**$740,900**

Council Direction

During Council work session on January 4, 2021, Council directed staff to release a DRAFT FY 2022 CDBG One Year Action Plan for public comment, outlining strategies and activities for funding. Council also directed staff to release a Request for Proposals, soliciting applications for the proposed amount of unallocated CDBG funds.

Public Participation

The DRAFT FY2022 CDBG One Year Action Plan was released for public comment for 30 days in March. Three comments were received over email. Additionally, two public hearings were held on the draft plan by the Community Development Advisory Committee on March 17, 2021 and April 7, 2021. A total of four people spoke during those two public hearings. This is a summary of all comments received:

- Terry McDonald, St. Vincent de Paul
  - Terry wrote that the current CDBG proposal process is a serious limitation to acquiring properties for developing projects. He mentioned St. Vincent de Paul, in partnership with Willamette Family Treatment, was attempting to develop a project to house 10 recovering individuals. Unfortunately, the market for properties in Springfield is very competitive, and as a result, no owner would allow SVDP and Willamette to option a property for the length of time it takes to pursue and secure funding from CDBG. Terry mentioned that he hopes he can work with City staff to identify projects that have City support and find a mechanism to acquire the needed properties in a quicker process that allows them to be competitive in such acquisitions.
- Alex Dreher, Lane County Human Services Division
  - Alex stressed that the pandemic has exacerbated the need for human services in Lane County on many levels, particularly the need for staff to meet the increased demand for services, as well as increased service dollars for never before seen levels of need. Alex mentioned that the City's CDBG contribution to the HSC goes toward anti-poverty projects which are spent in alignment with system wide strategies to address poverty.
- Crystal Massey, Oregon Birth and Wellness Center
  - Crystal spoke to the OBWC's CDBG request, and emphasized that the project is ready to move forward, would provide a vital resource for prenatal care and birth services, offering a sliding scale fee schedule, and provide a training program for doulas and student midwives.
- Karlee Fryer
  - Karlee mentioned her support for the creation of a birth center, and how having that option in our area is a great asset to the community.
- Brian Josephson, Springfield Eugene Tenants Association (SETA)
  - Brian spoke to SETA's CDBG request and emphasized how SETA's work pairs well with (rather than competes with) the work of the Oregon Law Center, and is able to address tenant questions that don't need a lawyer.
- Kris McAlister, Springfield Ward 3 resident
  - Kris spoke regarding unhoused people in Springfield. He would like to have more places available for unhoused families and persons. He would like to have options explored for expanding what housing is available now and other programs available to help fill the gaps such as counseling and medication support. He supports Springfield's efforts of moving forward in this area.
- June Fothergill, pastor at Ebbert Methodist Church located at 6th and C St in Springfield
  - June spoke regarding the need for unhoused persons to have a place to shelter. She spoke about the Committee's five-year goal to provide transitional housing. She stated that the project she is involved with, Ann's Heart, would meet that goal. She stated that they are working on a proposal to bring before the committee.

Request for Proposals

The City released a 2021 CDBG Request for Proposals (RFP) on February 1, asking local non-profits and organizations to submit project proposals that align with the CDBG program and Eugene-Springfield Consolidated Plan.

Given Council's proposed funding for existing City programs and contributions, including the Home Repair Program, contribution to the Lane County Human Services Commission (HSC) for social services, and grant administration and planning, an estimated $400,000 was made available through the RFP.

The RFP was released February 1, 2021 and was open through March 15, 2021. Nine applications were received. The Community Development Advisory Committee (CDAC) met on March 31, 2021 to review the proposals and offer an optional Q & A with applicants. Below is a summary of the proposals, and the CDAC funding recommendations. Applications are available for review through Dropbox at the following link:

https://www.dropbox.com/sh/7bhefjkozlwwddt/AACUOn0EQZbWscLUhhTCuW8ka?dl=0

2021 CDBG RFP Applicant	Project Name	CDBG $ requested	Estimated staff delivery costs	Evaluation Score (out of 25)
Catholic Community Services of Lane County	OASIS Addition at Springfield Community Service Center	$ 322,492	$ 10,000	23.2
Daisy C.H.A.I.N.	Pregnant, Birth, and Postpartum Support for Folks Experiencing Houselessness	$ 56,000	$ 5,000	20.2
Emerald Art Center	Exterior Painting and Repair	$ 17,500	$ 5,000	19.4
Oregon Birth and Wellness Center	Oregon Birth and Wellness	$ 150,000	$ 10,000	16.4
Oregon Law Center	Free Housing Legal Services, Education, and Outreach	$ 20,000	$ 2,000	21.2
Springfield Eugene Tenants Association	Expansion of Tenant Support in Springfield	$ 13,000	$ 2,000	20.2
Springfield Renaissance Development Corporation	650 Main Street Improvement Project	$ 400,000	$ 15,000	8.8
Square One Villages	C Street Co-op	$ 60,000	$ 3,000	22.8
Youth E.R.A.	Drop-in Center & Hostel for Lane County Homeless Youth	$ 45,000	$ 10,000	20.6
TOTAL		**$ 1,083,992**	$ 62,000	

Summary of Proposals:

1.

Applicant / Organization	Catholic Community Services of Lane County
Project Name	OASIS Addition at Springfield Community Service Center
Summary Description of proposal	Catholic Community Services of Lane County (CCSLC) is proposing a 1,600 square foot addition to their Community Service Center at 1025 G St. in order to permanently house their OASIS program, which assists homeless families with a range of daytime services. The OASIS program is currently located across the parking lot at First Baptist Church, which is not fully under the control of CCSLC staff and is not ADA accessible.
CDBG $ request	$ 322,492
Staff comments	Catholic Community Services of Lane County owns and operates the Springfield Community Service Center at 1025 G Street. The center serves residents with housing counseling and energy assistance, food assistance, clothing, job search, and other programs. CCSLC has received CDBG funds through the Lane County Human Services Commission (HSC) for current programs and past projects. The City also allocates general funds toward the OASIS program.

2.

Applicant / Organization	Daisy C.H.A.I.N.
Project Name	Pregnant, Birth, and Postpartum Support for Folks Experiencing Houselessness
Summary Description of proposal	Daisy C.H.A.I.N. currently provides intensive case management, resources and housing connections to pregnant and newly delivered parents facing housing insecurity or who are already living outside. CDBG funds would go toward increasing services and resources in these efforts.
CDBG $ request	$ 56,000
Staff comments	Outreach workers are trained doulas, lactation consultants, peers, and educators.

3.

Applicant / Organization	Emerald Art Center (EAC)
Project Name	Exterior Painting and Repair
Summary Description of proposal	EAC proposes to repaint the exterior stucco of their building at 500 Main Street in Springfield, and to repair the windows and doors.
CDBG $ request	$ 17,500

Staff comments	This project would qualify for funds under the City's "Slum and Blight" designation for parts of the downtown area. EAC stated they would need at least $13,125 in CDBG funds in order to proceed.

4.

Applicant / Organization	Oregon Birth and Wellness Center (OBWC)
Project Name	Oregon Birth and Wellness
Summary Description of proposal	OBWC is a consortium of prenatal healthcare providers in Lane County. They are developing a new Birth Center in a leased property at 890 Beltline Rd. OBWC is requesting funds to help rehab the interior space and create birthing suites.
CDBG $ request	$ 150,000
Staff comments	This is a new non-profit creating a new birth center in Springfield. Updated construction costs are needed. OBWC services Medicaid clients but there is a risk that less than 51% of clients will be low-moderate income as defined by HUD. OBWC is willing to take CDBG funds as a loan and repay them over 10 years.

5.

Applicant / Organization	Oregon Law Center
Project Name	Free Housing Legal Services, Education, and Outreach
Summary Description of proposal	Oregon Law Center is seeking a 2nd year of funding in order to fund .25 FTE of a staff attorney dedicated to civil legal housing issues occurring in Springfield.
CDBG $ request	$ 20,000
Staff comments	City Council funded a similar request from the Oregon Law Center for FY2021. An award less than requested would fund fewer attorney hours dedicated to assisting Springfield residents.

6.

Applicant / Organization	Springfield Eugene Tenants Association (SETA)
Project Name	Expansion of Tenant Support in Springfield
Summary Description of proposal	SETA is seeking funds to sustain existing renter services in support of local tenant populations through their tenant hotline. Through the Tenant Hotline, renters call with a wide range of questions about their housing situations.
CDBG $ request	$ 13,000
Staff comments	This is not actually an expansion of services, but rather would help maintain the recent expansion of services to serve more people throughout Springfield and Eugene. Without these funds,

	SETA would be forced to make decisions surrounding scope of programs, capacity of the Tenant Hotline, and possible reduction in the communities they serve. 21% of callers are Springfield residents.

7.

Applicant / Organization	Springfield Renaissance Development Corporation (SRDC) (Withdrawn)
Project Name	650 Main Street Improvement Project
Summary Description of proposal	SRDC intends to use CDBG funds to assist with the purchase of 650 Main Street (formerly Terese's Place). SRDC proposes a multi-phase project to eradicate the blight by stabilizing the property, and then developing the property based upon a technical analysis to determine the highest and best use.
CDBG $ request	$ 400,000
Staff comments	On April 7, 2021, SRDC emailed City staff to say the 650 Main Street building had been sold, and they were withdrawing their proposal from consideration.

8.

Applicant / Organization	Square One Villages
Project Name	C Street Co-op
Summary Description of proposal	Funding would assist 6 low-income households in purchasing a membership share (down payment) in the C Street Co-op, a cooperative housing model and community land trust. Under the financing model, in order to be affordable to households earning 60% of area median income, monthly housing costs would need to be $788, requiring a down payment of $20,000 per household. CDBG funds would subsidize that down payment, requiring a $10,000 down payment per household. Square One Villages' involvement as the community land trust ensures the Co-op remains permanently affordable to low-income households.
CDBG $ request	$ 60,000
Staff comments	This is a new model for homeownership. Square One Villages has been building new models of housing and shelter options in other cities in Lane County. Without this funding, the project may need to target higher income occupants.

9.

Applicant / Organization	Youth E.R.A.
Project Name	Drop-in Center & Hostel for Lane County Homeless Youth
Summary Description of proposal	Youth E.R.A. is creating a new community-based low-barrier drop-in center and overnight shelter for homeless and runaway youth and young adults (ages 14-21) living in Lane County.

CDBG $ request	$ 45,000
Staff comments	This project grew out of an effort begun in 2018 by Megan Schultz and Grace Serbu to create an emergency shelter for youth. They have since shifted gears, and have partnered with the national organization Youth E.R.A. to serve as the project lead and fiscal sponsor. The site for the center is located in a leased space in downtown Eugene but would also serve Springfield residents. Construction costs need to be updated; there is uncertainty around how the agency will pay for operational costs over the next 5 years.

Community Development Advisory Committee (CDAC) recommendation

The CDAC supported Council's proposed One Year Action Plan allocations for the Home Repair Program, the contribution to the Lane County Human Services Commission for social services, and the grant administration and planning. With updated revenues, this left approximately $417,622 in CDBG funds available for the CDAC to recommend awarding to projects through the Request for Proposals.

Following a robust discussion during the April 7, 2021 CDAC public meeting, the CDAC developed two recommendations (Plan A and Plan B).

Plan A: In creating Plan A, the CDAC voiced their support for Square One Village's down payment assistance request for homeownership in a co-op, particularly since the project was located in Springfield and that the City's SHOP program (traditional down payment assistance program) was not being utilized. The CDAC also voiced support for Catholic Community Services' OASIS addition, recognizing its location in Springfield serving Springfield residents, and that it received the highest evaluation score. But the CDAC decided to only partially fund their request in order to also fund two other projects serving the unhoused: Youth E.R.A. and Daisy C.H.A.I.N.

Plan B: The CDAC created Plan B thinking that Council may want to fully fund the Catholic Community Services project, recognizing the risk to the project timeline if Catholic Community Services was left to fundraise the difference between what is needed for their project and what is awarded. The CDAC continued to voice support for Square One Villages and opted to fully fund that project. With a balance of $22,130 remaining, the CDAC chose not to fund Youth E.R.A. in Plan B, recognizing there is still some uncertainty in the financing of the project. The CDAC voiced support in allocating the remaining funds toward public services, but could not agree on which project held a greater priority and opted to leave that decision to City Council.

When discussing the Emerald Art Center's request, the CDAC recognized the need for continued improvements in downtown, and felt that social services and projects directly serving low-income residents held a greater priority in this coming year.

CDAC recommendations for FY2022 CDBG One Year Action Plan:

RFP applications	Requested amount	Estimated staff delivery costs	CDAC rec - Plan A	CDAC rec - Plan B
Square One Villages	$ 60,000	$ 3,000	$ 63,000	$ 63,000
Catholic Community Services of Lane County	$ 322,492	$ 10,000	$ 243,622	$ 332,492

Oregon Birth and Wellness Center	$ 150,000	$ 10,000	-	-
Youth E.R.A.	$ 45,000	$ 10,000	$ 55,000	-
Emerald Art Center	$ 17,500	$ 5,000	-	-
Daisy C.H.A.I.N.*	$ 56,000	$ 5,000	$ 56,000	$ 22,130 (Council's choice)
Oregon Law Center*	$ 20,000	$ 2,000	-	
Springfield Eugene Tenants Association*	$ 13,000	$ 2,000	-	
TOTAL	$ 683,992	$ 47,000	$ 417,622	$ 417,622

*Per HUD restrictions on amount of funds allocated to public services, the total amount allocated to these three projects cannot exceed $56,000.

See Attachment 3 for the CDAC's recommendations for FY2022 CDBG One Year Action Plan.

Question for Council:

1. How would Council like to allocate funds for the Fiscal Year 2022 CDBG One Year Action Plan?

Next steps

Following Council direction, a final draft of the FY2022 CDBG One Year Action Plan will come to Council during the May 3 Council Regular Session for approval and submission to the U.S. Department of Housing and Urban Development.

RECOMMENDED ACTION: Provide direction to staff on how to allocate funds for the FY2022 CDBG One Year Action Plan.

Priority Needs

Priority Need	Explanation	Comments

Renters
Low- and very low-income people need increased access to quality affordable rental housing as well as rental assistance
	• About three quarters of moderate- and low-income renters spend more than 30% of their income on housing costs (Eugene – 79%, Springfield – 74%)
	• The majority of low-income renters spend more than 50% of their income on housing costs (Eugene – 68%, Springfield – 57%)
		• Between 2010 and 2019, the median rental rate rose to $1,373 in Eugene (47% increase) and $1,181 in Springfield (58% increase)
		• Significant increase in need from 2013 to 2017;
		  • Many more moderate-income households spend more than 30% on housing
		  • Many more low- and very income households spend more than 50% on housing

Homeowners Low- and very low-income people need increased access to affordable homeownership opportunities and support to remain homeowners	• A significant majority of low-income owners experience over-crowding, substandard housing, or a housing cost burden (Eugene – 78%, Springfield – 59%) • A significant majority of moderate- and low-income owners spend more than 30% of their income on housing costs (Eugene – 66%, Springfield – 57%) • A large percentage of low-income owners spend more than 50% of their income on housing costs (Eugene – 59%, Springfield – 39%)	• Low-income households spending more than 30% of income housing have increased in Eugene but remains steady in Springfield • Low-income households spending more than 50% of income housing have increased in both Eugene and Springfield

Priority Need	Explanation	Comments
People experiencing Homelessness People need access to housing and supportive services to prevent them from becoming homeless and to leave homelessness	• A total of 2,165 homeless individuals were served in FY 2019 by agencies funded by Lane County • The three public school districts in Eugene and Springfield report 1,629 homeless youth during 2019 (includes students who are staying with friends or family) • The definition of homeless for purposes of this Plan includes people who are "doubled-up" • Shortage of year-round low-barrier emergency shelter beds, especially for single individuals and victims of Domestic Violence • Lack of diversion and rapid exit services for those exiting Permanent Housing	• Majority of the homeless population in Eugene (73%) and Springfield (88%) are experiencing unsheltered homelessness • Shortage of low-barrier year-round emergency shelter and shelter beds in Eugene and Springfield • In 2017, one in four persons exiting permanent housing in Lane County returned to homelessness • There are no youth-specific resources for transition-age youth (18-24) • Due to low rental vacancy (3.6% in Eugene and 3.4% in Springfield) and even lower affordable unit rental vacancy, the Lane County Continuum of Care struggles with voucher or tenant-based programs
Non-Homeless Special Needs Populations Special needs populations need additional support as it relates to affordable housing, human services, and employment opportunities	• People with special needs including families with children, seniors, ex-offenders, people with HIV/AIDS, victims of domestic violence, people with drug and alcohol addictions, people who are evicted or foreclosed, people with physical and mental disabilities, veterans, youth, and youth aging out of foster care	• There were 32,438 elderly (over the age of 65) and 3,310 frail elderly (that need assistance with daily living) in Eugene-Springfield (2017 ACS) • The disability rate is 13.5 percent in Eugene and 18.6 percent in Springfield • Physical disabilities can include hearing, vision, cognitive, ambulatory, self-care or independent living difficulties • In the Community Survey, respondents identified *mental health and addiction services* and *housing services* as the greatest social service needs. Respondents also identified *assist human service agencies with facilities acquisition or improvements* as the most needed Community Development Need

Employment Opportunities People who have low incomes, are unemployed or underemployed need a broader range of employment opportunities, including self-employment	• Job growth and low unemployment rates has not yielded better wages for many younger residents and workers lacking necessary skills • The new workforce of youth 16-24 years old accounts for 38% of the workforce • Current low unemployment rates and retirements in workforce has created demand for skilled workers in some industries	• The United Way ALICE report found that 58% of all jobs in Oregon are low-wage (less than $20/hour), with contract positions (non-benefited) increasing, a factor in job and housing insecurity • There is a need to increase high-wage and living wage career employment opportunities for youth • Lower wages are exacerbating housing affordability for some workers
Low-Income Areas & Areas of Slums and Blight Geographic areas that meet federal criteria as areas of slums and blight or as low-income areas and need additional support for rehabilitation and public improvements	• There are several areas in this community that are or could meet the HUD requirement for an area of slums and blight which would allow different uses of CDBG funds. These areas could benefit from increased investments in the area • There are several areas of this community that are characterized by 51% or more low- to moderate-income residents, which can benefit from increased investments in this area	• Need to support low- and moderate- income neighborhoods through public improvements such as infrastructure and public facilities • Low-Income Areas have been mapped for both jurisdictions • Support currently designated slum/blight areas

Affordable Housing Strategy

Strategy/Goal	Priority Needs Addressed	Possible Examples	Measurements	HOME Consortium	Eugene CDBG	Springfield CDBG
Increase the supply of affordable housing (HOME and CDBG)	Renters, Homeowners, Homeless, Special Needs	Land Acquisition. Development of new rental housing. Operating Support for Community Housing Development Organizations.	Number of housing units constructed, reconstructed, acquired or preserved	400	5	5
			Number of CHDOs assisted	3		
			Housing for homeless added	100		
			Number of sites acquired		2	2
Rehabilitate existing housing stock affordable to low-income persons (CDBG)	Renters, Homeless, Special Needs, Low-Income Areas, Homeowners	Continue and expand publicly supported rehabilitation and accessibility improvements.	Number of rental units rehabilitated		350	5
			Number of homeowner units rehabilitated		150	300
Provide down payment assistance for homeownership (CDBG)	Homeowners	Assist low-income residents with the first-time purchase of a home.	Households assisted with direct assistance to home buyers		20	20
Provide rental assistance for housing stability and homelessness prevention (HOME)	Renters	Assist low-income residents to remain in stable housing.	Households provided rental assistance	20		
Remove barriers to affordable and supportive housing (CDBG)	Renters, Homeowners, Homeless, Low - Income Area Non-Homeless Special Needs	Support programs that assure housing opportunities are provided without discrimination. Support Housing Policy Board. Update Fair Housing Plan.	Maintain Housing Policy board		✓	
			Number of fair housing events		20	
			Maintain fair housing services		✓	✓
			Update Fair Housing Plan		✓	✓

Community Development Strategy

Strategy	Priority Needs Addressed	Possible Examples	Measurements	Eugene CDBG	Springfield CDBG
Support a human services delivery system to address the needs of homeless persons, special needs, and other low-income populations (CDBG)	Homeless, Special Needs	Fund capital improvements to facilities owned by non-profits. Fund non-profit services through the Human Services Commission. Fund job training. Fund housing stability counseling and assistance.	Persons assisted with public facility activities	20,000	5,000
			Persons assisted with public service activities	100,000	60,000
			Number of public facilities improved	5	2
			Number of transitional or emergency beds added	20	5
Promote economic development and employment opportunities through the creation of jobs and business development (CDBG)	Employment Opportunities	Provide below market financing to local businesses creating or retaining jobs. Provide micro-enterprise training, and development opportunities.	Jobs created or retained	150	5
			Businesses assisted	25	1
			Micro business trainees	150	5
Make strategic investments to improve low- income neighborhoods and other areas of slums and blight (CDBG)	Renters, Owners, Homeless, Special Needs, Low-Income Areas and Slums & Blight, Employment Opportunities	Provide financing for activities which eliminate slums and blight, including acquisition, clearance, rehab and historic preservation and economic development activities, infrastructure and public facility improvements.	Businesses assisted with façade treatment or building rehab		1
			Number of projects completed	2	2
			Persons assisted with public improvement activity	5,000	5,000

CDAC Recommendations for FY2022 CDBG One Year Action Plan (Plan A and Plan B)

CDBG REVENUES (estimated)		**Amount (TOTAL)**	**Amount (TOTAL)**
FY 2021-2022 Entitlement Funds		$ 563,650	$ 563,650
Other Resources • Carryforward from FY21 • Program Income from FY21 (for public services) • Program Income from HFG loan repayment (for public services) • Program Income in FY22 (20% for admin)		$ 177,250	$ 177,250
TOTAL		**$ 740,900**	**$ 740,900**
CDGB EXPENDITURES (estimated)		**CDAC PLAN A**	**CDAC PLAN B**
Con Plan Strategy	**Activity**	**Amount (TOTAL)**	**Amount (TOTAL)**
1. Increase the supply of affordable housing	Acquisition, improvements, etc	-	-
2. Rehabilitate existing housing stock affordable to low-income persons	Home Repair Program	$ 90,000	$ 90,000
3. Provide down payment assistance for home ownership	Springfield Homeownership Program (SHOP)	-	-
	Other downpayment assistance: Square One Villages	$ 63,000	$ 63,000
4. Remove barriers to affordable and supportive housing	Support programs that assure housing opportunities are provided without discrimination	-	-
5. Support a human services delivery system to address the needs of homeless persons and special needs populations	Fund non-profit services through the Human Services Commission (HSC)	$ 100,548	$ 100,548
	Fund housing stability counseling and assistance and other non-profit services **(Daisy C.H.A.I.N.)**	$ 56,000	-
	Fund housing stability counseling and assistance and other non-profit services **(Council's choice)**	-	$ 22,130
	Fund non-profit facility capital improvements **(Catholic Community Services of Lane County)**	$ 243,622	$ 332,492
	Fund non-profit facility capital improvements **(Youth E.R.A.)**	$ 55,000	-
6. Promote employment opportunities	Economic development	-	-
7. Make strategic improvements to low income neighborhoods and areas of slum and blight	Address causes of slum and blight	-	-
	Public improvements in sidewalks, streets	-	-
	Planning and Administration	$ 132,730	$ 132,730
TOTAL		**$ 740,900**	**$ 740,900**

AGENDA ITEM SUMMARY		
	Meeting Date:	4/19/2021
	Meeting Type:	Work Session
	Staff Contact/Dept.:	Matt Neiwert/Police
	Staff Phone No:	541-726-3729
	Estimated Time:	45 Minutes
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Strengthen Public Safety by Leveraging Partnerships and Resources

ITEM TITLE:	ANNUAL USE OF FORCE REPORT 2020
ACTION REQUESTED:	Provide feedback on Springfield Police Department 2020 Annual Use of Force Analysis
ISSUE STATEMENT:	The Springfield Police Department 2020 Use of Force Analysis is the first annual report that provides a synopsis of the force used in the calendar year.
ATTACHMENTS:	Attachment 1: Use of Force Report
DISCUSSION/ FINANCIAL IMPACT:	The Springfield Police Department implemented a new use of force analysis report that provides a synopsis of the force used in the 2020 calendar year. The use of force incidents analyzed are officer responses to calls with a display of force requiring a supervisor's review and report per the department's Use of Force General Order, 1.5.1., which can be located on the City website at http://www.springfield-or.gov/wp-content/uploads/2021/04/FINAL-use-of-force-policy.4.12.2021.pdf The 2020 Use of Force Report was completed using the Springfield Police Department's use of force data in our Records Management System (RMS). The Springfield Police Department's sworn officers responded to 32,496 calls, resulting in 3,894 persons arrested, with 302 incidents in which force was used. The average number of uses of force per officer was 5.3. The median number of uses of force per officer was 2. It was determined that when comparing the volume of calls for service and actual arrests made by the Springfield Police Department to the number of use of force incidents, 7.75 percent of arrests required use of force and only .92 percent of calls for service required use of force ~ less than 1%. Beginning in 2021 the Force Review Committee will provide an additional level of review and make recommendations for any needed change in policy, supervision, training, and equipment, based upon their review of use of force reports. The committee will also provide a description of actions being taken by Springfield Police Department to reduce the need or perceived need to use force. The Department is also looking at purchasing a more robust and efficient software system to help track use of force incidents, identify trends, capture injuries, force contacts points, and early intervention warnings. The Department hopes that COVID-19 subsides enough in the coming year so that training opportunities will increase. We also plan to implement Body Worn Cameras in May 2021 and will analyze whether that has any impact use of force. We expect that the use of Body Worn Cameras will result in a reduction in Use of Force as the mere presence of a camera my deter combative/assaultive/resistive behavior by suspects, resulting in a lesser need by Officers to use force in arrest situations.

2020 Annual Use of Force Analysis

SPRINGFIELD POLICE DEPARTMENT

This report prepared by:
Sergeant Michael Massey (Professional Standards)
Judy Kenney (Police Office Supervisor)

Introduction

The Springfield Police Department implemented a new use of force analysis report that provides a synopsis of the force used in the 2020 calendar year. The use of force incidents analyzed are officer responses to calls with a display of force requiring a supervisor's review and report per the department's Use of Force General Order, 1.5.1.

A review of incidents of force may reveal patterns or trends that could indicate needs or modifications in training, equipment, and/or policy. The process of collecting and reviewing the reports is also critical to this analysis. In 2021, the Springfield Police Department (SPD) plans to research commercial off the shelf software that will help the department provide more in-depth review and analysis in future years.

The Springfield Police Department used force in 302 incidents in 2020. Data was broken down in the following categories:

- Breakdown and comparison by gender, race, and age
- Level of force used
- Number of suspects armed with a weapon, and type of weapon
- Injuries to any person including officers which required medical treatment.

Synopsis

The 2020 Use of Force Report was completed using the Springfield Police Department's use of force data in our Records Management System (RMS). The Springfield Police Department's sworn officers responded to 32,496 calls, resulting in 3,894 persons arrested, with 302 incidents in which force was used. The average number of uses of force per officer was 5.3. The median number of uses of force per officer was 2. It is important to note that the Department of Public Safety Standards and Training (DPSST) and many agencies across the country do not include "handgun displayed" as a formal use of force for reporting purposes; however, SPD does include that as part of our use of force tracking. The display of a handgun is tracked as a use of force as it demonstrates a form of de-escalation in a potential deadly force confrontation in which this action often negates the need for a physical, hands on use of force by SPD Officers. In 2020, the Springfield Police Department had 60 instances when a handgun was displayed and was reported as the primary use of force to effect the arrest.

It was determined that when comparing the volume of calls for service and actual arrests made by the Springfield Police Department to the number of use of force incidents, 7.75 percent of arrests required use of force and only .92 percent of calls for service required use of force ~ less than 1%.

Policy Review and Revisions

General Order 1.5.1 Use of Force is reviewed annually for accuracy to ensure department policy aligns with current best practice and updated laws. The policy was updated March 26, 2020 to include detention officers working in the Springfield Municipal Jail, adding a reference to the Inter-agency Deadly Force Investigation Team (IDFIT), and an updated supervisory reporting structure.

In 2020 the City settled an officer involved shooting lawsuit with the Estate of Stacy (Patrick) Kenny. Part of that settlement included changes to General Order 1.5.1 Use of Force to emphasize de-escalation and reformulate the Use of Force Committee. The General Order was also revised to reflect the recent police reform legislation HB 4301.

Policy changes regarding Use of Force Committee include the formation of a Force Review Committee, which will be appointed to review incidents when an officer's use of force: (1) involves the intentional discharge of a firearm at another person, (2) causes death or serious physical injury by any means, (3) involves intermediate or serious force events in which a suspect or officer suffers a physical injury requiring medical treatment from a licensed medical provider,(4) involves any use of force referred by a supervisor for further investigation, or (5) involves an unintentional discharge of a firearm causing death or physical injury.

The primary goals of the Committee are to thoroughly examine use of force incidents to identify areas for improvement in training, tactics, equipment or policy changes that will better prepare Department personnel for future use of force events and any reasonable alternatives to the actions taken that could potentially eliminate or reduce the likelihood of a use of the intermediate or greater level of force in the future.

In order to ensure all Officers are familiar with changes in the policy, it is mandatory that all officers read the entire policy and acknowledge understanding. Further, shift commanders utilize briefing/roll call training to go over the changes. Additionally, Use of Force instructors incorporate the changes in upcoming officer training.

The Department responded to an unprecedented number of protests in 2020 and the City commissioned an independent review of the demonstration on July 29, 2020. That report included several recommendations specific to use of force and those recommendations along with those in the the Kenny independent incident review will be evaluated and studied in the coming year.

Breakdown and Comparison by Gender, Race and Age

There were 302 total incidents of use of force; 74% of use of force incidents involved male subjects compared to 26% female subjects.

Gender	2020	
Male	228	75%
Female	74	25%
Total	**302**	**100%**

During 2020, 94% of use of force incidents involving persons identifying as White, 2% involving Hispanic, 4% involving Black, and 1% involving Native American. The majority of subjects involved in a use of force incident were between the ages of 21-30 years.

Race	2020	
Native American	2	1%
Black	13	4%
Hispanic	5	2%
White	282	94%
Total	**302**	**100%**

Age	2020	
17 and Younger	19	6%
18 - 20	18	6%
21 - 30	107	36%
31 - 40	83	27%
41 - 50	44	15%
51 - 55	12	4%
56 and Older	19	6%
Total	**302**	**100%**

Suspects Armed During Arrests

Of the 302 incidents of force, 24 arrests involved subjects who were armed with a deadly weapon during their encounter with officers.

Type of Weapon	2020
Lethal Cutting Instrument	15
Handgun / Firearm	8
Crowbar	1
Total	24

Level of Force Used

The level of force used by officers was broken down into 16 different types, some of which are seldom utilized. Display of a weapon is defined as the pointing or otherwise plain-view display of an officer's firearm or less lethal weapon at a person to gain compliance or in reasonable anticipation of use of force.

Level of Force Used	2020	
Arm Bar	4	1%
Bent Wrist Lock	2	.5%
Escort Hold	38	13%
Firearm Discharged	1	.5%
Firearm Displayed	60	20%
Focused Blows	23	8%
Hair Hold	12	4%
K9 Bite	14	5%
K9 Deploy	13	4%
K9 Presence	3	1%
Leg Sweep	24	8%
Palm Heel Strike	1	.5%
Push / Shove	89	29%
Taser Deployed	7	2%
Taser Displayed	10	3%
Vascular Neck	1	.5%
TOTAL	**302**	**100%**

Total Arrests Versus Total Use of Force Incidents

During 2020, officers used force 7.75% of the time when making an arrest.

Percentage of Arrests Requiring Use of Force

Arrested Subjects vs. Use of Force	2020
Persons Arrested	3,895
Use of Force Incidents	302
Total Percentage	**7.75%**

Total Calls for Service Versus Total Use of Force Incidents

During 2020, officers responded to 32,301 calls for service wherein 302 incidents resulted in use of force = less than 1% of citizen contacts involved force by officers.

Percentage of Calls for Service Requiring Use of Force

Calls for Service vs. Incidents	2020
Calls for Service	32,301
Use of Force Incidents	302
Total Percentage	**0.93%**

Use of Force Training

Continuing education for all Springfield Police sworn personnel on use of force occurs multiple times each year. DPSST requires eight hours of ongoing Firearms/Use of Force training each year. Also, all sworn personnel receive various use of force instruction during basic police training including case law, defensive tactics, baton, oleoresin capsicum spray (OC), handcuffing, firearms, less lethal, MILO, and more. In addition, officers receive 40 hours of Crisis Intervention Team (CIT) training with continuing education opportunities after the initial course. This training is done in collaboration with the National Alliance on Mental Illness (NAMI) and utilizes local resources and experts to include CAHOOTS.

Due to COVID our ability to provide training was negatively impacted; however, we were able to provide the following **use of force** related training (beyond DPSST requirements):

3 hours	Crowd Control (Use of Force)
4 hours	Firearms
2 hours	De-Escalation and Minimizing Use of Force
1 hours	Suspects in Medical Distress

The Department continually looks for balance between using de-escalation techniques, physical force, and control devices. Officers received situational scenario training during use of force in-service training in 2020. Tactics involving distance, communication, approach, resources, and reasonable force were all included in the trainings. These trainings provided officers tools to deal with potential hostile situations or events. Use of force training will continue to emphasize de-escalation techniques, control holds, proper use of control devices, and de-escalation tactics.

Reporting

In accordance with SPD Policy, any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances. To collect data for purposes of training, resource allocation, analysis and related purposes, the Professional Standards and Training office will review each incident involving use of force.

Beginning in 2021 the Force Review Committee will provide an additional level of review and make recommendations for any needed change in policy, supervision, training, and equipment, based upon their review of use of force reports. The committee will also provide a description of actions being taken by Springfield Police Department to reduce the need or perceived need to use force.

The Department is also looking at purchasing a more robust and efficient software system to help track use of force incidents, identify trends, capture injuries, force contacts points, and early intervention warnings.

Fatality

There was one use of force incident that resulted in a fatality when an officer discharged his weapon. Pursuant to an IDFIT investigation, Lane County District Attorney Patty Perlow ruled that the shooting was a lawful use of force by the Officer.

Injuries

Most use of force incidents were resolved with no injury to an officer or the other person. Of the 302 use of force incidents, 27 resulted in injury to the suspect that required some sort of medical treatment or evaluation on scene by EMS/medic, without transportation to hospital for treatment by physician.

Nature of Injury to Other Person	Type of Force Used
Broken Bone(s)	K9
Broken Bone(s)	Focused Blows
Fatal	Firearm Discharged
K9 Bite	K9
K9 Bite	K9
K9 Bite	K9
K9 Bite	K9
K9 Bite	K9
K9 Bite	K9
K9 Bite	K9
K9 Bite	K9
K9 Bite	K9
K9 Bite	K9
K9 Bite	K9
K9 Bite	K9
Laceration	Focused Blows
Laceration	K9 Deploy
Laceration	Push/Shove
Laceration	Taser Deployed
Laceration	Push/Shove
Laceration	Focused Blows
Laceration	Focused Blows
Laceration	Focused Blows
Pain but no diagnosed injury	Push/Shove
Pain but no diagnosed injury	Focused Blows
Bruising & Swelling	Taser Deployed
Unconsciousness	Vascular Neck Restraint

Officer Injury

During 2020, there were 8 injuries to officers during the course of an arrest or encounter, resulting in the need for medical treatment.

Nature of Injury to Officer	Type of Force Used
Cut on elbow & hand; Blood Exposure	Focused Blows
Pain and soreness in hand	Focused Blows
Knife puncture wound to hand; blood exposure	Leg Sweep
Suspect bit officer	Taser Deployed
Blood exposure	Firearm Discharged
Cut on arm and blood exposure	Push/Shove
Injury to hand, laceration	Focused Blows
Injury to left calf	Push/Shove

Trends and patterns for these incidents are:

- Calls resulting in Assault on a Police Officer stemmed from both dispatched calls for service and officer initiated contacts or investigations.
- Twelve incidents involved the subject punching or kicking at the officer.
- Eight incidents required medical treatment for the officer as a result of injury.
- Most incidents mentioned above occurred during a stop or an arrest of a subject. Prior to the detention or stop, most of the subjects displayed some type of fight or flight behavior.
- Continued defensive tactics training, CIT training, and de-escalation training in multiple officer arrests and detentions could help officers prepare for these cases.
- Future Use of Force Analysis reports will assist in seeing trends and patterns

Conclusion and Recommendations

Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests.

The Department hopes that COVID-19 subsides enough in the coming year so that training opportunities will increase. We also plan to implement Body Worn Cameras in 2021 and will analyze whether that has any impact use of force. We expect that the use of Body Worn Cameras will result in a reduction in Use of Force as the mere presence of a camera my deter combative/assaultive/resistive behavior by suspects, resulting in a lesser need by Officers to use force in arrest situations.

The Springfield Police Department's recommendations with regard to use of force for the coming year are to evaluate the recommendations made in the Thurston Demonstration and Kenny independent incident reviews. We also plan to investigate commercial software to help the Department track and analyze use of force and further refine this report based on the City Council direction and implement the new Use of Force Policy.

AGENDA ITEM SUMMARY		
	Meeting Date:	4/19/2021
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Nathan Bell
	Staff Phone No:	(541) 726-2364
	Estimated Time:	Consent Calendar
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Mandate

ITEM TITLE:	MARCH 2021 DISBURSEMENTS FOR APPROVAL
ACTION REQUESTED:	Approval of the following motion to: Approve the March 2021 Disbursements for Approval
ISSUE STATEMENT:	The March 2021 Disbursements for Approval is attached for your review and approval.
ATTACHMENTS:	Attachment 1: March 2021 Disbursements for Approval
DISCUSSION/ FINANCIAL IMPACT:	Checks totaling $4,286,822.70 were issued in March 2021. Documentation supporting these payments has been reviewed.

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003341	3/4/21	Samuel Novac dba	INVOICE PERIOS 1/1-1/31/21	C2521; P41041; PHASE 1	7,275.00
					7,275.00
1003342	3/4/21	Northwest Information Services, Inc.	IN004120	COS INFRASTRUCTURE UPGRADE	8,373.90
					8,373.90
1003343	3/4/21	Hughes Fire Equipment, Inc.	559874	E5/536; VEHICLE REPAIRS	438.87
			559947	M16/5104; VEHICLE REPAIRS	5,203.22
					5,642.09
1003344	3/4/21	Keefe Commissary Supply Company	2832446	C2020:Inmate Commissary 2/2/21	238.88
					238.88
1003345	3/4/21	Correctional Industries Accounting	F175874	C2091: Inmate Meals 1/28/21	5,752.24
			FCR004860	C2091: Inmate Meals 2/25/21	-152.00
					5,600.24
1003346	3/4/21	National Business Solutions	IN83977	C650i-B&W/Color Copies	16.43
					16.43
1003347	3/4/21	Renewable Resource Group, Inc.	135425	GP E Coli Sampling	136.80
					136.80
1003348	3/4/21	Coburg Road Quarry, LLC	65513	1-1/2" MINUS AND 3/4" MINUS	319.80
					319.80
1003349	3/4/21	Dowl, LLC	37495	C2315; PROF SVCS - JAN	11,544.47
					11,544.47

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003350	3/4/21	Carlson Testing, Inc.			
			1260921	P80095; RNG UPGRADES MWMC	1,524.50
					1,524.50
1003351	3/4/21	McVey, Sarah Joy			
			BODY CAM; HOTEL, GAS, PER DIEM	Body Cam; hotel, gas, per diem	184.80
					184.80
1003352	3/4/21	Kennedy/Jenks Consultants, Inc.			
			144630	P80098 CLASS A DISINFECTION	1,567.17
					1,567.17
1003353	3/4/21	Nation's Mini Mix, Inc.			
			204319	3000 PSI CONCRETE	266.00
			203958	3000 PSI CONCRETE	465.00
					731.00
1003354	3/4/21	The Chronicle			
			2043	Forfeiture-SPD 20-7717	240.00
					240.00
1003355	3/4/21	Western Systems Refuse &			
			32339	STREET SWEEPER MAINTENANCE	536.30
			32342	STREET SWEEPER MAINTENANCE	1,194.75
					1,731.05
1003356	3/4/21	MODA			
			21520000037	Dental Claims 01/14-02/20/21	20,741.20
			215090000039	Dental Claims 02/21-02/27/21	16,728.40
					37,469.60
1003357	3/4/21	White Bird Clinic - HELP			
			SPFD 2437 DEC 2020	C2437: Dec 2020 Cahoots Fuel	1,041.67
			SPFD 2437 DEC 2020	C2437: Dec 2020 Cahoots Svs	17,265.42
			SPFD 2437 JAN 2021	C2437: Jan 2021 Cahoots Fuel	1,041.67
			SPFD 2437 JAN 2021	C2437: Jan 2021 Cahoots Svs	17,265.42
			SPFD 2580 12/27-12/30/20	C2580 Per Svcs 12/27-12/30/20	3,745.19
					40,359.37
1003358	3/4/21	API National Service Group, Inc.			
			132152	C2474; DEPOT ANNUAL FIRE INSPE	285.00
			132146	C2474; FS#16 ANNUAL INSPECT	1,566.00
			132148	C2474; FS#4 ANNUAL INSPECT	636.00
			132145	C2474; FS#4; ANNUAL INSPECT	355.00
			132147	C2474; FS#5 ANNUAL INSPECT	828.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003358	3/4/21	API National Service Group, Inc.			
			132209	C2474; MAINT SH ANNUAL INSPECT	881.00
			132208	C2474; MURPHY B ANNUAL INSPECT	881.00
			132144	C2474; MUSEUM ANNUAL INSPECT	263.00
					5,695.00
1003359	3/4/21	Verizon Wireless			
			9873052346	CELL / IPAD CHARGES	3,181.49
					3,181.49
1003360	3/4/21	Leahy Cox, LLP			
			ACH Test 3	ACH Test Transfer	0.01
					0.01
1003361	3/4/21	Friends of the Springfield Library			
			LIBRARY SALES 2/25/21	FSPL SALES	0.25
					0.25
1003362	3/4/21	City of Cascade Locks			
			022821CL	AMBULANCE REVENUE	13,724.17
					13,724.17
1003363	3/4/21	CITY OF HOOD RIVER			
			022821HR	AMBULANCE REVENUE	50.08
					50.08
1003364	3/4/21	City of La Grande Ambulance			
			022821LG	AMBULANCE REVENUE	32,597.05
					32,597.05
1003365	3/4/21	LANE FIRE AUTHORITY			
			022821LR	AMBULANCE REVENUE	815.00
					815.00
1003366	3/4/21	Mid-Columbia Fire and Rescue			
			022821MC	AMBULANCE REVENUE	10.00
					10.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003367	3/4/21	CITY OF NEWBERG	022821NB	BAD DEBT RECOVERY	410.36
					410.36
1003368	3/4/21	North Douglas County Fire & EMS	022821NO	AMBULANCE REVENUE	17,601.73
					17,601.73
1003369	3/4/21	SHERMAN COUNTY AMBULANCE	022821SC	AMBULANCE REVENUE	5,025.51
					5,025.51
1003370	3/4/21	Sunriver Service District	022821SR	AMBULANCE REVENUE	25.00
					25.00
1003371	3/4/21	Umatilla Tribal Fire & Ambulance	022821UT	AMBULANCE REVENUE	1,652.57
					1,652.57
1003372	3/4/21	European Motorcycles of Western Oregon	6016904	C1819:Motorcycle Maint./Repair	901.52
					901.52
1003373	3/4/21	WECO	CP-00142458	CFN FUEL PURCHASES 02/16-02/28	69.29
			CP-00142493	CNO#MotorcycleFuel2/16-2/25/21	99.31
					168.60
1003374	3/11/21	My-Comm, Inc.	00163556	FS16: RADIO REPAIRS	121.66
					121.66
1003375	3/11/21	DKS Associates, Inc.	0076452	C2503; MSSP OUTREACH-JAN	1,247.50
					1,247.50

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003376	3/11/21	Verb Marketing & PR, Inc.	53038	C2763; State of the City Video	3,400.00
					3,400.00
1003377	3/11/21	Coburg Road Quarry, LLC	65630	3/4" MINUS	103.50
					103.50
1003378	3/11/21	People Speak, LLC	SPR-0006	ASYNCHRONOUS MEETING SOFTWARE	800.00
					800.00
1003379	3/11/21	Keefe Commissary Supply Company	2863133-2203990	C2020:CommissaryCredit 2/24/21	-3.36
			2841179	C2020:Inmate Commissary 2/9/21	110.38
					107.02
1003380	3/11/21	911 Supply Inc	INV-1-9781	CNO#:BLAUER8436,8565T&NAMETAPE	391.96
			INV1-9782	CNO#:Blauer8446,8565T&NAMETAPE	355.96
					747.92
1003381	3/11/21	Carry It Forward	1019	Outreach/Unhoused Lodging Cost	993.45
					993.45
1003382	3/11/21	Correctional Industries Accounting	F175987	C2091: Inmate Meals 2/11/21	3,644.65
					3,644.65
1003383	3/11/21	Omlid & Swinney Fire Protection &	EU034498	Invstgtd Flow Switch in Alarm	172.50
					172.50
1003384	3/11/21	The Freshwater Trust	115851	P80080; PROG MG SVCS-JAN 2021	24,658.13
					24,658.13

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003385	3/11/21	Comfort Flow Heating	SVC241889	BK: THERMO WIRE/SVC FEE	978.93
					978.93
1003386	3/11/21	Delta Sand & Gravel, Inc.	139963	BRUSH/MILL WASTE/CONCRETE	215.23
					215.23
1003387	3/11/21	Hawes Technologies LLC	INKG-0001738	C#2529; Jan-Mar 21 DBA Svcs	26,250.00
			INKG-0001739	C1658; MAINT OF CIP JAN-MAR 21	3,600.00
					29,850.00
1003388	3/11/21	Cable Huston LLP	106630	C2155; PHASE II MS4 PERMIT CHA	3,380.00
					3,380.00
1003389	3/11/21	Springfield Area Chamber of Commerce	39477	C2317: Jan-Mar 21 Visitors Ctr	10,927.25
			39478	C2404: Indoor Track Faciliti	6,250.00
					17,177.25
1003390	3/11/21	Above All Sanitation, Inc	143418	CRACK SEALING/JOB SITE 25164	93.75
			143420	PORT-A-POTTY-7TH DAY ADV	93.75
			143419	PORT-A-POTTY-EBBERT METHODIST	93.75
					281.25
1003391	3/11/21	Friends of the Springfield Library	LIBRARY SALES 3/3/21	FSPL SALES	5.00
					5.00
1003392	3/11/21	Massey,Michael	FOOD FOR EMPLOYEE TRAINING	Food for Employee Training	117.80
					117.80
1003393	3/11/21	White Bird Clinic - HELP	SPFD2437 FEB 2021	C2437: Feb 2021 Cahoots Svs	17,265.42
			SPFD2437 FEB 2021	C2437:Feb 2021 Cahoots Fuel	1,041.67
					18,307.09

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003394	3/11/21	Urban Lumber Company	1061	MAYOR'S DESK AND SHELVING	2,500.00
					2,500.00
1003395	3/11/21	Grunow, Kylie F	32	C2118: Legis/Govt Relation Svc	2,000.00
			6	C2683: EOC Liaison Svcs-Feb 21	500.00
					2,500.00
1003396	3/11/21	North West HazMat, Inc.	22459	REFRIG CONTENTS REVIEW	70.00
					70.00
1003397	3/11/21	Right-Way Plumbing & Backflow, Inc.	811-21-000166-PLM REFUND	811-21-000166-PLM REFUND	119.34
					119.34
1003398	3/11/21	Emerald People's Utility District	88414 STMT; 2/24/21	STREET LIGHT ELECTRIC	250.16
					250.16
1003399	3/11/21	Sierra Springs	14317529 021721	WATER SERVICE - TRAFFIC	40.43
					40.43
1003400	3/11/21	PacificSource Health Plans	88517	Medical Claims Ending 02/28/21	146,279.19
					146,279.19
1003401	3/11/21	MODA	210650002301	Dental Claims 03/01-03/06/21	20,319.30
					20,319.30
1003402	3/11/21	Tangent Inc	INV-02159-Q7N3B9	C2695; CARES PROJECT	2,626.25
			INV-02112-F7P5P1	C2695; CARES PROJECT	20,433.75
			INV-02053-Y6G1W3	C2695; CARES PROJECT	32,177.50
					55,237.50

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003403	3/11/21	WECO			
			WIN-123303	BIODIESEL FUEL 6500 GALS	14,246.70
					14,246.70
1003404	3/11/21	Verizon Wireless			
			9873138178	FIRE- MOBILE COMPUTERS	1,139.62
					1,139.62
1003405	3/11/21	NW Natural			
			540107-0 STMT 02/26/2021	FS5;01/28-02/26/21	584.37
					584.37
1003406	3/18/21	Hughes Fire Equipment, Inc.			
			560281	5102/M5; PM SERVICE	781.59
			560247	5102/M5; VEHICLE REPAIRS	2,048.70
			560454	E3/535; UPDATED MDT & KNOX BOX	1,351.27
			560486	M24/596; INST NEW BATTERIES	1,233.40
			560415	M4/5101; PM SERVICE	1,191.69
			560381	M4/5101; VEHICLE REPAIRS	1,500.71
					8,107.36
1003407	3/18/21	TransFirst Health			
			2007057	JAN 2021 - MERCHANT FEES	1,444.20
			2007056	JAN 2021 - MERCHANT FEES	6,210.48
					7,654.68
1003408	3/18/21	Murraysmith, Inc.			
			20-2767.00 - 10	C2541; ENGINRNG SVC THRU 1/31	3,482.73
					3,482.73
1003409	3/18/21	Keefe Commissary Supply Company			
			2848033	C2020:InmateCommissary 2/17/21	206.50
			2857229	C2020:InmateCommissary 2/24/21	229.82
					436.32
1003410	3/18/21	Correctional Industries Accounting			
			F176071	C2091: Inmate Meals 2/11/21	3,209.20
					3,209.20
1003411	3/18/21	911 Supply Inc			
			INV-1-9887	CNO#:Blauer 8436, 8446 & 8565T	467.95
					467.95

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003412	3/18/21	National Business Solutions			
			IN84635	ADDITIONAL COPIES 02/09-03/08	8.77
			IN84702	C558 ADDTL COPIES 02/25-03/24	7.80
					16.57
1003413	3/18/21	Coburg Road Quarry, LLC			
			65771	DUMP FEE	114.60
					114.60
1003414	3/18/21	Right-Way Plumbing & Backflow, Inc.			
			19044	BK: BACKFLOW TEST	45.00
					45.00
1003415	3/18/21	Kennedy/Jenks Consultants, Inc.			
			145079	P80095-RNG UPGRADES-THRU 1/29	22,156.80
					22,156.80
1003416	3/18/21	Omlid & Swinney Fire Protection &			
			EU034664	REPLACE FACP & POWER SUPPLY CH	420.00
			EU034841	RESET FIRE SPRINKLER SYS FS#16	230.00
					650.00
1003417	3/18/21	North West HazMat, Inc.			
			22540	3"X4' ABSORBENT SOCKS	148.00
					148.00
1003418	3/18/21	Nation's Mini Mix, Inc.			
			204486	3500 PSI CONCRETE	236.00
					236.00
1003419	3/18/21	NW Natural			
			3676970-1 STMT 3/1/2021	725 S 57TH ST - GAS	57.57
			3099443-8 STMT 2/26/2021	BK #155: UTILITIES - GAS	109.02
			2953029-2 STMT 2/26/2021	CB: UTILITIES - GAS	510.00
			466497-5 STMT 3/1/21	CH GENERATOR-UTILITIES-GAS	22.94
			2143654-8 STMT 2/26/2021	DP; UTILITIES - GAS	111.44
			717543-3 STMT 3/1/2021	FLEET SHOP 1/29-3/1	365.55
			414994-4 STMT 03/01/2021	FS14: 01/29-03/01/21	283.71
			2169456-7 STMT 03/01/2021	FS16; 01/29-03/01/21	603.55
			2003187-8 STMT XX/XX/2021	FS3; 01/29-03/01/21	86.72
			JC GAS: 1/28/21-2/26/21	JC Gas: 1/28/21-2/26/21	4,292.39
			1830585-4 STMT 3/1/2021	WR; 1/29-3/1/21	44.92
					6,487.81

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003420	3/18/21	Peck Rubanoff & Hatfield PC	06888	Classification Arbitration '21	464.00
					464.00
1003421	3/18/21	Cascade Health Solutions	14160221COS1	C2214; Feb SWC Admin Fee	22,720.00
			14160221COS2	C2214; SWC Supplies	1,853.51
					24,573.51
1003422	3/18/21	Leahy Cox, LLP	3000	C821; Mar City Prosc Svcs	30,396.67
					30,396.67
1003423	3/18/21	Verizon Wireless	9874600894	CELL PHONE/IPAD CHARGES	3,540.17
			9874600893	CELL PHONE/IPAD CHARGES	4,455.88
					7,996.05
1003424	3/18/21	Batteries Plus	P36836627	2V LEAD PRODUCT	251.80
					251.80
1003425	3/18/21	Friends of the Springfield Library	LIBRARY SALES 3/10/21	FSPL SALES	11.50
					11.50
1003426	3/18/21	Oregon Law Center	ACH Test	ACH Test Transfer	0.01
					0.01
1003427	3/18/21	Kinsey, Cara	YA PROG-TT & BOOK CLUB	YA PROG-TT & BOOK CLUB	17.00
					17.00
1003428	3/18/21	MODA	210720000501	Dental Claims 03/07-03/13/21	12,863.90
					12,863.90

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003429	3/18/21	The Bank of America			
			02/21 SEDERLIN, R	#6026 tube asy	40.22
			02/21 SEDERLIN, R	#7069 annual inspection	880.00
			02/21 STUTESMAN, C	#7141 flat bar	21.00
			02/21 STUTESMAN, C	#7141 steel for lumber and too	443.50
			02/21 SCOTT, S	14 gauge green wire/500 ft	61.72
			02/21 CALLAHAN, S	2 dump cards for #7134	80.00
			02/21 ANDERSON, J	3oz grease gun cartridge for r	11.94
			02/21 McCAFFERY, M	8" bolts for sign bases	30.00
			02/21 STOUDER, M	ACWA Webinar Workshop	75.00
			02/21 KRUEGER, S	ACWA Webinar Workshop	75.00
			02/21 RIDDLE, M	AD PROG - portable youtube stu	79.99
			02/21 FREY, E	AMERICAN PUBLIC WORKS - 2021-0	325.00
			02/21 LLOYD, T	ARTS COMM -Domain name renewal	42.34
			02/21 VOGENEY, K	ASCE annual membership/k. voge	275.00
			02/21 MONROE, T	AT&T Invoice	26.35
			02/21 BELSON, S	Agile Training- Monica Sather	300.00
			02/21 MASSEY, M	Airfare for Sgt. Massey traini	198.41
			02/21 AUSTIN, B	Animal Control Training 40 hou	540.00
			02/21 SARRETT, C	Azure ADFS/O365 Monthly Charge	438.82
			02/21 MELANCON, R	B.ROBERSON HDMI DISPLAY CABLE	11.32
			02/21 SPIRO, L	Basecamp Highrise	24.00
			02/21 MONROE, T	Binders and dividers for ISB (	89.52
			02/21 SHOEMAKER, K	Black toner for printer SMJ	168.49
			02/21 CROLLY, G	Box for upfit in patrol car	1,681.35
			02/21 MURRAY, T	Briefcase for ISB	49.99
			02/21 KENT, C	Building Permit for: 749 Summi	153.27
			02/21 MONROE, T	CD-R Recordable Media for ISB	118.98
			02/21 MELANCON, R	CDWG - Apple iPad for remote c	330.38
			02/21 MAY, A	CEU for WW license/a. may	325.00
			02/21 KENT, C	CITY OF SPRINGFIELD-DP - Purch	124.02
			02/21 DILLEY, H	CLOTHING RETURN	-769.92
			02/21 FREY, E	CRAIGSLIST.ORG - Admin Spec En	25.00
			02/21 HEALY, M	Center for Watershed Conferenc	225.00
			02/21 JAEGER, P	Center for Watershed Protectio	195.00
			02/21 FOSSEN, A	City Website Events Calendar P	89.00
			02/21 FOSSEN, A	City Website software update	25.00
			02/21 FOSSEN, A	City Website software update	59.00
			02/21 LANE, E	Clear Label Dividers	23.69
			02/21 NIX, R	Clorox/Index/Lyson wipes	111.22
			02/21 GRIMES, R	Condolence flowers for Jim Wil	75.00
			02/21 GRIMES, R	Council Logo Wear - tee shirt/	306.00
			02/21 ANDERSON, K	Credit for Office Supplies for	-7.56
			02/21 ANDERSON, K	Credit for Office Supplies for	-1.42
			02/21 DILLEY, H	DIRT ROCK/SOD TIP/2247 10TH	16.00
			02/21 DZIERZEK, D	DPW - JBrennan / Foxit Phantom	139.00
			02/21 DZIERZEK, D	DPW - MBradley / Dell.com / Ca	1,322.77
			02/21 DZIERZEK, D	DPW-BConlon / 27" Dell Monitor	260.74
			02/21 DZIERZEK, D	DPW-Building / (x2) 43" 4K Mon	1,734.72
			02/21 SPIRO, L	Digital Signage	99.00
			02/21 CRAWFORD, J	Dispatch Headsets (3)	239.85
			02/21 CRAWFORD, J	Dispatch headset (1)	34.95
			02/21 CRAWFORD, J	Dispatch headset (2)	312.14
			02/21 CRAWFORD, J	Dispatch over the ear headset	103.00
			02/21 CRAIG, L	Document Shredding Service	34.00
			02/21 LAUDATI, N	Drop boxes for Laudati/	45.00
			02/21 NYTES, AMY J	Dropbox for Mayor - to be canc	119.88
			02/21 JUDD, D	EB NEW STRATEGIES TO - Webinar	10.00
			02/21 DAVID, E	EMP DEV - Library advocacy boo	32.98
			02/21 SCHINDELE-CUPPLES, C	EMP DEV - Slack FEB 2020	127.48
			02/21 CURE, K	EMP DEV - Team leaders	29.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003429	3/18/21	The Bank of America			
			02/21 CURE, K	EMP DEV - Team leaders	29.00
			02/21 CURE, K	EMP DEV - Team leaders	29.00
			02/21 CURE, K	EMP DEV - Team leaders	29.00
			02/21 CURE, K	EMP DEV - Team leaders	29.00
			02/21 CURE, K	EMP DEV - Team leaders	29.00
			02/21 CURE, K	EMP DEV - Team leaders	29.00
			02/21 HAYES, J	EMS AIRWAY TRAINING SUPPLIES	73.44
			02/21 HAYES, J	EMS PEDIATRIC LIFE SUPPORT TRA	608.00
			02/21 HAYES, J	EMS TRAINING SUPPLIES	112.64
			02/21 GILES, L	ENGINE HEADLIGHT BULB	13.99
			02/21 HAYES, J	EXTRA SMALL GLOVES FOR RECRUIT	17.09
			02/21 LANE, E	Employee Development	50.00
			02/21 LEWIS, R	Executive Leadership Training-	400.00
			02/21 KENWORTHY, W	FOXIT SOFTWARE - Purchase	179.00
			02/21 ANDERSON, J	FS16 YARD DEBRIS CLEAN UP	7.00
			02/21 MANLEY, M	FS16 pressure switch	104.86
			02/21 MCDONALD, G	FS5 dishwasher repair	103.06
			02/21 MCDONALD, G	FS5 gas valve	139.58
			02/21 MCDONALD, G	FS5 pilot sensor	36.74
			02/21 PENCE, J	FTO Manuals	195.80
			02/21 OBRINGER, N	FY21 SB2 PUBLIC NOTICE 0000224	495.00
			02/21 SHOEMAKER, K	First Class Mail sent	4.85
			02/21 MONROE, T	Flash Drives for ISB	99.99
			02/21 HUMPHREYS, B	Flashlights for patrol (3)	571.23
			02/21 MONROE, T	For January 2020	236.70
			02/21 LUNDBERG, R	GLENWOOD APPLIANCE - Credit	-33.00
			02/21 LUNDBERG, R	GLENWOOD APPLIANCE - Purchase	33.00
			02/21 STUTESMAN, C	GLUE	32.60
			02/21 ANTONE, B	Gas for Seanor's truck	57.58
			02/21 WILLIAMS, D	Gift Cards for Main St Safety	135.00
			02/21 WILLIAMS, D	Gift Cards for Main St Safety	180.00
			02/21 SARRETT, C	GoToMeeting Subscription - COV	6.00
			02/21 SARRETT, C	GoToMeeting Subscription - COV	6.00
			02/21 SARRETT, C	GoToMeeting Subscription - COV	18.00
			02/21 SARRETT, C	GoToMeeting Subscription - COV	24.00
			02/21 SARRETT, C	GoToMeeting Subscription - COV	98.00
			02/21 SARRETT, C	GoToMeeting Subscription - COV	160.00
			02/21 SARRETT, C	GoToMeeting Subscription - COV	205.00
			02/21 JONES, B	Great PC Meeting Class- Brenda	27.00
			02/21 JONES, B	Great PC Meeting- Matt Salazar	27.00
			02/21 JONES, B	Great PC Meetings- Andy Landen	27.00
			02/21 CRAWFORD, J	HDMI Cable for Patrol	8.59
			02/21 CRAWFORD, J	HDMI for patrol	54.49
			02/21 GORDON, G	ICC ONLINE CLASS:GORDON, G	69.00
			02/21 JENKINS, N	INT'L CODE COUNCIL INC - Permi	219.00
			02/21 ANTONE, B	ISB Case #21-1336	55.70
			02/21 KRUEGER, K	ITE Techical Conference	125.00
			02/21 WILSON, J	Inv #11382 - Blue Baton and S	197.45
			02/21 BOHMAN, M	Inv 18789042 - Tire kits to re	86.94
			02/21 MCDONALD, G	JC gskt	22.12
			02/21 WORLEY, T	JR -supplies -GN bins	179.91
			02/21 WORLEY, T	JR COLL - Award - bb	52.95
			02/21 GUSTAVSON, L	JR PROG - A&S Feb	35.97
			02/21 WORLEY, T	JR PROG - Bookmark - shipping	5.70
			02/21 WORLEY, T	JR PROG - Bookmark - shipping	6.25
			02/21 WORLEY, T	JR PROG - bookclubs APR-AUG	91.48
			02/21 GUSTAVSON, L	JR PROG - giveaway fbnf	61.20
			02/21 WORLEY, T	JR PROG - tween bc - extra Mar	35.96
			02/21 WORLEY, T	JR SUPPLIES - GN bins	28.98
			02/21 HUMPHREYS, B	Jacket for O'leary K9 Team	101.99

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003429	3/18/21	The Bank of America			
			02/21 POLEN, W	January 2021 Shipping	69.78
			02/21 JAEGER, P	Jerry's Concrete for Post Inst	33.00
			02/21 JAEGER, P	Jerry's Signage Hardwood	13.77
			02/21 CRAWFORD, J	Keyboard for Dispatch	39.99
			02/21 JONES, B	Labels for Building Program	26.97
			02/21 PASCHALL, J	Laptop case and mouse	70.98
			02/21 HUMPHREYS, B	Leather Dog Muzzles	294.98
			02/21 Kelly-Quattrocchi, S	Legal Ad -Seeking Contractors	62.50
			02/21 DAVID, E	MARKET - B&B promotion/FB boos	3.12
			02/21 RIDDLE, M	MARKET - FB Post -FEB	4.35
			02/21 RIDDLE, M	MARKET -MILLS- FB Post -FEB	75.00
			02/21 GUSTAVSON, L	MILLS - giveaway books	99.96
			02/21 GUSTAVSON, L	MILLS - giveaway books	104.45
			02/21 GUSTAVSON, L	MILLS -givaway books for Chave	100.13
			02/21 GUSTAVSON, L	MILLS -giveaway books for Chav	241.80
			02/21 GUSTAVSON, L	MILLS -giveaway books for Chav	348.76
			02/21 McGRAW, M	MUSEUM -ESRI software for Atla	400.00
			02/21 McGRAW, M	MUSEUM COLL - Collections care	92.95
			02/21 McGRAW, M	MUSEUM COLL - Collections care	177.70
			02/21 McGRAW, M	MUSEUM COLL - Collections care	404.21
			02/21 McGRAW, M	MUSEUM COLL - Collections care	415.78
			02/21 McGRAW, M	MUSEUM COLL - Padded hanger su	47.17
			02/21 McGRAW, M	MUSEUM COLL - Padded hanger su	81.92
			02/21 McGRAW, M	MUSEUM MEMB -OMA lecture regis	15.00
			02/21 McGRAW, M	MUSEUM SUPP - general supplies	14.94
			02/21 McGRAW, M	MUSEUM SUPP - general supplies	37.13
			02/21 McGRAW, M	MUSEUM SUPP - general supplies	50.96
			02/21 McGRAW, M	MUSEUM SUPP - general supplies	75.00
			02/21 McGRAW, M	MUSEUM SUPP - vault rack suppl	278.74
			02/21 McGRAW, M	MUSEUME COLL - Padded hanger s	63.98
			02/21 WILLIAMS, D	Mail gift cards for main st. s	4.80
			02/21 PARDEE, T	Manuals for Mental Health Firs	322.15
			02/21 MASSEY, M	Masks for COVID - Patrol and S	199.90
			02/21 CRAWFORD, J	Melissa Smith Uniform	385.96
			02/21 MONROE, T	Misc supplies for ISB	77.64
			02/21 DZIERZEK, D	Monitor Purchase / DPW - Vario	4,336.80
			02/21 BELL, N	Monthly License Fee	20.00
			02/21 KENT, C	Monthly Subscription for Janua	9.95
			02/21 MYERS, J	Mount for SWAT	41.01
			02/21 JONES, B	Mtg Minutes and Role of Clerk-	57.00
			02/21 ROBINSON, B	NPDES WW Discharge Permit Work	75.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	35.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	35.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	35.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	35.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	35.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	35.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	50.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	50.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	50.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	50.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	50.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	50.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	50.00
			02/21 RAPPE, T	NTOA Membership for SWAT Team	50.00
			02/21 MURPHY, M	Native Plants for Project	341.00
			02/21 CRAWFORD, J	Negotiation Team jackets	239.98
			02/21 JONES, B	Numbered Zip Ties for Building	12.88
			02/21 KENT, C	ODOT DMV2U Subscription- Charl	1.75

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1003429	3/18/21	The Bank of America			
			02/21 ALLOCCO, M	OREGON SOCIETY CPAS MBRSHIP -	325.00
			02/21 CRAIG, L	OSB Oregon Constitution & Case	30.00
			02/21 KRUEGER, S	Office Depot	67.74
			02/21 Brennan, J	Office Supplies	85.29
			02/21 SPIRO, L	Order of red tote bags w/emerg	4,950.13
			02/21 JONES, B	PC Training Class- Sandy Belso	27.00
			02/21 DZIERZEK, D	PD-Report Writing / (x2) Stand	342.68
			02/21 Kelly-Quattrocchi, S	PP TRANSLATINC FOR RFP 2021	65.00
			02/21 GUSTAVSON, L	PROG - Valentine's candy for c	43.44
			02/21 MONROE, T	Pack of 5 flash drives for ISB	59.98
			02/21 SELVEY, E	Paper	31.98
			02/21 MONROE, T	Paper Plates	39.32
			02/21 PENCE, J	Patrol DMV Records	15.50
			02/21 MONROE, T	Post it notes for ISB	14.49
			02/21 SPIRO, L	Posters for 2021 National Publ	41.90
			02/21 KRUEGER, K	Principles of Design Trng	70.00
			02/21 Kelly-Quattrocchi, S	Publish Ad: Admin Specialist	198.36
			02/21 REICHSTEIN, J	RAGS FOR COVID CLEANING	45.92
			02/21 BLOMQUIST, M	RG Online- February 2021	8.62
			02/21 SEDERLIN, R	ROOF SEALANT FOR TV VAN	21.98
			02/21 WILLIAMS, D	Refreshments for Main St Safet	26.27
			02/21 MONROE, T	Retirement Board for S. Monson	19.99
			02/21 POLEN, W	Rights of Police Officers Trai	695.00
			02/21 DILLEY, H	SAFETY RECOG	100.00
			02/21 HAYES, J	SEARCH DRILL SUPPLIES	45.15
			02/21 JUDD, D	SOCIETYFORHUMANRESOURC - 2021-	219.00
			02/21 DZIERZEK, D	SSL Cert Renewal / CIP.SPRINGF	344.00
			02/21 DEAN, J	STN14:BATTERY CHARGER	166.17
			02/21 DEAN, J	STN14:KITCHEN BLENDER	159.99
			02/21 KELLY, E	STN3:1 YEAR HIGH SPEED INTERNE	1,453.94
			02/21 HUNDT, M	STN3:GRIDDLE	19.99
			02/21 LUNDBERG, R	STN5:CLEANING SUPPLIES	173.11
			02/21 LUNDBERG, R	STN5:PAINT SUPPLIES	32.45
			02/21 RIDDLE, M	SUPPLIES - Plant fertilizer	9.99
			02/21 MARSONETTE, K	SUPPLIES - address labels	23.94
			02/21 WILLIAMS, T	SUPPLIES - book processing mat	884.83
			02/21 MARSONETTE, K	SUPPLIES - paper clips	10.49
			02/21 MARSONETTE, K	SUPPLIES - paper towels	32.03
			02/21 MARSONETTE, K	SUPPLIES - receipt paper	85.45
			02/21 MARSONETTE, K	SUPPLIES - tape	21.02
			02/21 SELVEY, E	Sanitizing Wipes	37.55
			02/21 CRAWFORD, J	Sgt. Keetle	570.90
			02/21 POLEN, W	Shipping Nov 2020	28.63
			02/21 POLEN, W	Shipping for December 2020	67.13
			02/21 POLEN, W	Shipping for June 2020	86.42
			02/21 POLEN, W	Shipping for May 2020	140.53
			02/21 POLEN, W	Shipping for Oct 2020	91.97
			02/21 GARCIA-CASH, J	Short sleeve polos for DT team	79.98
			02/21 GARCIA-CASH, J	Short sleeve polos for DT team	319.92
			02/21 JAEGER, P	Soil and Compost	27.97
			02/21 POLEN, W	Solar Car Battery for No Cars	149.76
			02/21 PARK, J	South B lot brush	40.00
			02/21 JONES, B	State Surcharge for December 2	11,526.54
			02/21 JONES, B	State Surcharge for January 20	7,220.88
			02/21 FOSSEN, A	State of the City - flowers fo	75.00
			02/21 NEWMAN, E	T4 America Membership	1,250.00
			02/21 DILLEY, H	TOOL LOCKS AND MAINT	60.88
			02/21 SCHWARTZ, T	TRAILER HITCH PARTS	10.00
			02/21 ANDERSON, J	TREE PLANT SOIL	38.00
			02/21 MONROE, T	Three Ring Binders (13)	119.60

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003429	3/18/21	The Bank of America			
			02/21 SHOEMAKER, K	Toner Cartridge for SMJ	359.97
			02/21 SEDERLIN, R	Toolbox	250.00
			02/21 KRUEGER, K	Traffic Safety Workshop	35.00
			02/21 GREEN, T	Traffic Safety Workshop	70.00
			02/21 POLEN, W	Training for ISB Forensic - In	4,323.07
			02/21 WEAVER, R	USB Cable for Forensic ISB	8.36
			02/21 WEAVER, R	USb External Drive for Det. Mu	309.98
			02/21 SPIRO, L	Upgrade of DPW's Survey Monkey	809.52
			02/21 CRAWFORD, J	WC Harbert	89.99
			02/21 MUGLESTON, T	WWW.VOLGISTICS.COM - Feb - Mar	290.00
			02/21 ROBINSON, B	Water research program/employe	145.00
			02/21 Broomfield, J	Wireless Keyboad for Amanda Cl	38.49
			02/21 Broomfield, J	Wireless Mouse for Six CMD Sta	113.34
			02/21 JABUSCH, B	Workshop- Brock Jabusch	70.00
			02/21 KINSEY, C	YA PROG - TT & book club	4.58
			02/21 KINSEY, C	YA PROG - TT & book club	44.23
			02/21 KINSEY, C	YA PROG - TT & book club	49.20
			02/21 GUSTAVSON, L	YA PROG - TT & book club	57.20
			02/21 OLSEN, R	adhesive/locking tongs/batteri	21.76
			02/21 SEDERLIN, R	anchor/wall dog	8.78
			02/21 VAUGHT, M	apple pencil for iPad	129.00
			02/21 SEDERLIN, R	back window for 2019 ford expl	375.00
			02/21 BARNETT, B	barnett/conlon staffing/cts me	23.75
			02/21 SEDERLIN, R	batteries	275.90
			02/21 STUTESMAN, C	bolt for sweeper	7.00
			02/21 BAKER, E	bolt for tv camera	5.00
			02/21 MASSA, T	bolts for root saw/bit lags	25.10
			02/21 VAUGHT, M	book for OPS supervisors	44.92
			02/21 VAUGHT, M	books for OPS supervisors	89.84
			02/21 VAUGHT, M	building maint. worker intervi	32.00
			02/21 SCOTT, S	bungee/straps/gloves	64.91
			02/21 DAGGETT, J	cable/double cutters/shark too	344.00
			02/21 McGillivray, M	camera/accessories	-13.98
			02/21 McGillivray, M	camera/accessories	99.99
			02/21 McGillivray, M	camera/accessories	164.13
			02/21 McGillivray, M	camera/accessories	2,125.60
			02/21 McGillivray, M	camera/accessories	2,599.99
			02/21 McCAFFERY, M	cdl license/m. mccaffery	115.00
			02/21 MCDONALD, G	ch caulk/hardware	7.09
			02/21 FARSET, M	chain and connector for safety	18.46
			02/21 SEDERLIN, R	chain kits for sanders	84.84
			02/21 CURRIER, R	chainsaw service	59.95
			02/21 LONG, M	charger for iPad	12.99
			02/21 DILLEY, H	clothing order	344.80
			02/21 PARK, J	cold mix	794.37
			02/21 FINSAND, B	compressed gas/nozzle/holder	19.97
			02/21 NAWALANIEC, R	container	25.00
			02/21 MAY, A	copies of file cabinet keys fo	4.64
			02/21 CURRIER, R	dws specialist/tester cert/r.	195.00
			02/21 CORNELIUS, S	dws specialist/tester cert/s.	195.00
			02/21 NAWALANIEC, R	electric tester	24.00
			02/21 MAY, A	express dock charging cable	29.95
			02/21 WILLIAMSON, J	external hard drive for backup	49.99
			02/21 CURRIER, R	fence post for homeless camp n	44.90
			02/21 McCAFFERY, M	flags @ A st and fuel site	36.00
			02/21 FARSET, M	flashlight/batteries for jet	40.98
			02/21 MAY, A	flashlight/jigsaw	214.97
			02/21 STUTESMAN, C	fleet shop supplies	104.08
			02/21 DILLEY, H	form boards for sidewalk/2247	18.90
			02/21 PARK, J	form stakes	30.00

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1003429	3/18/21	The Bank of America			
			02/21 NAWALANIEC, R	gloves	7.00
			02/21 VOGENEY, K	gmail account for EOC	72.00
			02/21 McCAFFERY, M	graffiti removal/concrete	186.81
			02/21 MAY, A	griddle	399.99
			02/21 DAGGETT, J	grill accessories	43.68
			02/21 BAKER, E	herbicide order	3,153.12
			02/21 MASSA, T	hose splice #7049	112.32
			02/21 SCOTT, S	imsa membership renew/s. scott	100.00
			02/21 McCAFFERY, M	installed flag @ CH and Fuel s	48.60
			02/21 CURRIER, R	ipad backup power battery	26.99
			02/21 MCDONALD, G	key copy for vault lock at CH	3.25
			02/21 MONROE, T	lapel pins for awards	81.50
			02/21 SEDERLIN, R	latch asy #6097	116.38
			02/21 MASSA, T	lateral hose male end	6.16
			02/21 VAUGHT, M	lic./reg for #7153	132.50
			02/21 FINSAND, B	liquid wrench/bolt/dewalt whee	102.03
			02/21 SCOTT, S	locate paint	184.32
			02/21 AANRUD, I	lunchroom cleaning/supplies	23.95
			02/21 FARSET, M	materials for jet bucket holde	23.00
			02/21 McGillivray, M	memory card/filter/batteries f	1,801.67
			02/21 VOGENEY, K	mindjet protection program	69.00
			02/21 VAUGHT, M	monitor arms for Conlon	381.50
			02/21 CORNELIUS, S	nails/screws for upstairs offi	11.65
			02/21 CALLAHAN, S	new chain for large saw on #71	30.03
			02/21 FARSET, M	nut/bolt organizer	9.99
			02/21 CORNELIUS, S	office remodel	15.49
			02/21 VAUGHT, M	office supplies	21.09
			02/21 VAUGHT, M	office supplies	38.71
			02/21 VAUGHT, M	office supplies	40.96
			02/21 KURTZ, L	office supplies	168.49
			02/21 CORNELIUS, S	paint for office remodel	29.94
			02/21 LONG, M	perma patch pallet	880.00
			02/21 MCDONALD, G	plastic sheeting for urban lum	39.99
			02/21 CURRIER, R	push broom/trash bags	34.96
			02/21 SEDERLIN, R	radio coax ends	17.88
			02/21 MCDONALD, G	re-keying	12.63
			02/21 VOGENEY, K	register guard for EOC	12.95
			02/21 SEDERLIN, R	replace power rack/pinion #603	1,551.47
			02/21 MASSA, T	rope for tiger tail	47.57
			02/21 NAWALANIEC, R	rubber tarp strap	7.88
			02/21 VAUGHT, M	same day return	-99.99
			02/21 VAUGHT, M	same day return	99.99
			02/21 CALLAHAN, S	saw chains for #7134	108.00
			02/21 MAY, A	sewer snake for subsurface cre	1,631.33
			02/21 SEDERLIN, R	shop stock order	29.32
			02/21 STUTESMAN, C	shop supplies	17.60
			02/21 SEDERLIN, R	shop supplies	26.20
			02/21 SEDERLIN, R	shop supplies	38.50
			02/21 SEDERLIN, R	shop tool/wifi borescope	129.95
			02/21 DILLEY, H	sidewalk rehab 2247 10th	37.50
			02/21 AANRUD, I	sidewalk repair @ 10th/northri	55.73
			02/21 DILLEY, H	sidewalk repair bender board	4.98
			02/21 STUTESMAN, C	stock order for brake kit/pads	293.56
			02/21 CORNELIUS, S	supplies for office remodel	5.29
			02/21 CORNELIUS, S	supplies for office remodel	7.24
			02/21 CORNELIUS, S	supplies for office remodel	9.23
			02/21 CORNELIUS, S	supplies for office remodel	19.24
			02/21 CORNELIUS, S	supplies for office remodel	19.29
			02/21 CORNELIUS, S	supplies for office remodel	115.08
			02/21 CORNELIUS, S	supplies for office remodel	128.78

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003429	3/18/21	The Bank of America			
			02/21 CORNELIUS, S	supplies for remodel	42.76
			02/21 SCOTT, S	surveyor vest	54.00
			02/21 MAY, A	tablet stand	20.99
			02/21 SEDERLIN, R	tarp strap/tie down x2	24.60
			02/21 MASSA, T	titer test/t. massa	68.00
			02/21 MAY, A	torque driver for #7031	59.97
			02/21 HANSEN, C	traffic safety workshop/c. han	35.00
			02/21 Miller, S	traffic safety workshop/s. mil	35.00
			02/21 DAGGETT, J	training for wastewater cert/d	150.00
			02/21 WILSON, J	transaction fee for canada	1.58
			02/21 CORNELIUS, S	trim for office remodel	189.68
			02/21 CALLAHAN, S	tune up on backup climbing saw	59.95
			02/21 MANLEY, M	universal metal/gfci cover	47.97
			02/21 MCDONALD, G	vault lock for CH	26.00
			02/21 REICHSTEIN, J	voice recorder/case	59.99
			02/21 SEDERLIN, R	wiper blade stock/patrol	74.16
			02/21 FINSAND, B	wire for welding	116.20
			02/21 HAMBRIGHT, B	workboots/b. hambright	109.99
			02/21 McGillivray, M	workboots/m. mcgillivray	95.99
					91,538.20
1003430	3/25/21	Correctional Industries Accounting			
			F176199	C2091: Inmate Meals 2/26/21	4,125.54
					4,125.54
1003431	3/25/21	Peterson Machinery Co. aka Peterson CAT			
			PC510296791	AS JOINTS (2)	113.66
					113.66
1003432	3/25/21	Oil Re-Refining, Co.			
			437549	FLD TST CHLORINATED MATERIALS	225.00
					225.00
1003433	3/25/21	Correctional Health Partners, LLC			
			2021-02.ORSP	C2172: Feb-Inmate Medical Svs	46,058.50
					46,058.50
1003434	3/25/21	Garitty Ventures, LLC dba FPW Media			
			7248	C2291; Vimeo Subscription	24.00
					24.00
1003435	3/25/21	Hughes Fire Equipment, Inc.			
			560668	E3/535; VEHICLE REPAIRS	2,688.43
			208225	New Pierce Enforcer Pumper	672,263.00
			560647	PERSONAL SAFETY GEAR	1,924.35
					676,875.78

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003435	3/25/21	Hughes Fire Equipment, Inc.			
1003436	3/25/21	Greenhill Humane Society	3618	C2344: Mar 2021 Sheltering Svs	3,863.63
					3,863.63
1003437	3/25/21	911 Supply Inc	INV-1-10152	CNO#: Blauer 8565T	191.98
					191.98
1003438	3/25/21	Ergometrics & Applied Personnel Res. Inc	139780	Police Dispatcher Testing	876.80
					876.80
1003439	3/25/21	Willamette Dental Insurance, Inc.	MARCH 2021	Mar 2021 WD Admin Fee	5,307.60
					5,307.60
1003440	3/25/21	National Business Solutions	IN84923	ADDITIONAL COPIES 2/28-3/28	25.05
			IN84895	C2262; ADDL COPIES 2/14 - 3/31	40.74
					65.79
1003441	3/25/21	Northwest Information Services, Inc.	IN004164	COS INFRASTRUCTURE UPGRADE	9,083.80
					9,083.80
1003442	3/25/21	GPS Insight LLC	1188269	GPSI-MONTHLY MONITORING MAR 21	208.45
					208.45
1003443	3/25/21	The Farkas Group aka Abraham K Farkas	95	C2753; DOWNTWN DEV PROJ	4,150.00
					4,150.00

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1003444	3/25/21	One Call Concepts, Inc.	1020486	331 REGULAR TICKETS	397.20
					397.20
1003445	3/25/21	Samuel Novac dba	INVOICE PERIOS 2/1-2/28/21	C2521; P41041; PHASE 1	7,275.00
					7,275.00
1003446	3/25/21	Guillen,Vicky	TRANS SVCS 02/03 & 02/10/21	SMC Translate 02/03 & 02/10/21	100.00
					100.00
1003447	3/25/21	Coburg Road Quarry, LLC	65972	3/4" MINUS/DUMP FEES	201.55
			65944	DUMP FEE	20.00
			65945	DUMP FEE	20.00
					241.55
1003448	3/25/21	Republic Parking Northwest, LLC	3092021COS	C2229; Feb 21 Parking Enforce	10,757.32
					10,757.32
1003449	3/25/21	Nelson Truck Equipment Co. Inc.	715971	00288769	234.04
			715183	PLOW PARTS FOR F550 TRUCKS	437.00
					671.04
1003450	3/25/21	ZOLL Data Systems Inc	INV00078637	RESCUENET MAINT: JAN-MAR 2021	13,860.13
					13,860.13
1003451	3/25/21	Westates Flagman Inc.	31304	FLAGGING 54TH & MAIN	382.80
					382.80
1003452	3/25/21	Delta Sand & Gravel, Inc.	140314	STUMPS/DITCHING	427.52
					427.52

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003453	3/25/21	Cascade Health Solutions	805-524	C2214; Occupational Med	538.00
					538.00
1003454	3/25/21	Cascade Health Solutions	801-405	C2214:Feb21'PrePlacement Exams	510.00
			280815	C2214; Direction EAP FEB 21	2,073.75
			5473-135	Feb 21' After Hrs Drug Screen	140.00
					2,723.75
1003455	3/25/21	Infor Public Sector, Inc.	43422-US06A	GIS DATA INTERGRATION	2,000.00
					2,000.00
1003456	3/25/21	Omlid & Swinney Fire Protection &	EU034835	REPLACE HEADS/REPAIR LEAK	470.00
					470.00
1003457	3/25/21	PacificSource Health Plans	Med Admin Fee Mar 2021	Med Admin Fee Mar 2021	87,912.09
					87,912.09
1003458	3/25/21	PacificSource Health Plans	88547	Medical Claims Ending 03/15/21	226,467.23
					226,467.23
1003459	3/25/21	Emerald People's Utility District	131059 STMT 3/10/21	PHB-BOB STRAUB/MT VERNON	48.42
					48.42
1003460	3/25/21	Nation's Mini Mix, Inc.	204551	2500 PSI CONCRETE	222.00
					222.00
1003461	3/25/21	WECO	CP-00145597	CNO#MotorcycleFuel2/16-2/25/21	133.44
					133.44

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
1003462	3/25/21	Friends of the Springfield Library	LIBRARY SALES 3/17/21	FSPL SALES	10.00
					10.00
1003463	3/25/21	Cunningham, Laura Marie	FEB 21' UNI ALTERATIONS	Feb 21' Jail Uni Alterations	36.00
			FEB 21' UNI ALTERATIONS	Feb 21' Police Uni Alterations	74.00
					110.00
1003464	3/25/21	Oregon Fence Company, Inc	28024	REPAIR CHAIN LINK FENCE HOLES	660.00
			28027	REPAIR HOLE CHAIN LINK FENCE	180.00
					840.00
1003465	3/25/21	Woodrow, Marilee	APRIL 2021	Apr 21 Cell & Internet Reimb	85.00
					85.00
1003466	3/25/21	Holiday Laundromat, LLC	022022	OPS & CH LAUNDRY SVC-FEB	664.01
					664.01
1003467	3/25/21	MODA	DENT ADMIN FEE APR 2021	C1596; Moda Admin Fee Apr 2021	2,834.20
			21079000049	Dental Claims 03/14-03/20/21	8,038.30
					10,872.50
1003468	3/25/21	Western Clinical & Forensic Services	1375	Fitness Eval 03/17/21 Court	600.00
					600.00
1003469	3/25/21	Goin, Mary A.	GOIN 3/19/21-Banner Stands	Banner Stands/Open banner pgrm	2,500.00
					2,500.00
1003470	3/25/21	Willamette Internet Exchange, Inc.	ACH Test	ACH Test Transfer	0.01
					0.01

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156838	3/5/21	EASTERN OREGON COORDINATED CARE	20-38312	AMBULANCE REFUND 20-38312	144.91
					144.91
156839	3/5/21	EASTERN OREGON COORDINATED CARE	19-37662	AMBULANCE REFUND 19-37662	420.62
					420.62
156840	3/5/21	EASTERN OREGON COORDINATED CARE	19-24344	AMBULANCE REFUND 19-24344	311.42
					311.42
156841	3/5/21	EASTERN OREGON COORDINATED CARE	20-21275	AMBULANCE REFUND 20-21275	420.62
					420.62
156842	3/5/21	EASTERN OREGON COORDINATED CARE	20-21277	AMBULANCE REFUND 20-21277	420.62
					420.62
156843	3/5/21	EASTERN OREGON COORDINATED CARE	19-24342	AMBULANCE REFUND 19-24342	311.42
					311.42
156844	3/5/21	UMPQUA HEALTH ALLIANCE	20-18106	AMBULANCE REFUND 20-18106	101.27
					101.27
156845	3/5/21	UMPQUA HEALTH ALLIANCE	20-11722	AMBULANCE REFUND 20-11722	13.81
					13.81
156846	3/5/21	WASHINGTON STATE MAA	19-27992	AMBULANCE REFUND 19-27992	288.06
					288.06

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156847	3/5/21	DMAP-REFUND	19-24515	AMBULANCE REFUND 19-24515	76.02
					76.02
156848	3/5/21	DMAP-REFUND	19-17567	AMBULANCE REFUND 19-17567	76.02
					76.02
156849	3/5/21	Progressive Insurance	20-36345	AMBULANCE REFUND 20-36345	2,280.00
					2,280.00
156850	3/5/21	PACIFIC SOURCE MEDICARE	20-12402	AMBULANCE REFUND 20-12402	87.30
					87.30
156851	3/5/21	Elgin Ambulance Service	022821EL	AMBULANCE REVENUE	5,581.38
					5,581.38
156852	3/5/21	Union Volunteer Emergency Services	022821UN	AMBULANCE REVENUE	193.05
					193.05
156853	3/5/21	WAMIC RFPD	022821WR	AMBULANCE REVENUE	3,280.07
					3,280.07
156854	3/5/21	Department of Transportation-DMV Svcs	TITLE/REG CHEVY VINX1293	Title/Reg Chevy VINx1293	137.50
					137.50
156855	3/5/21	St. Vincent De Paul	IVC057916	C2644; SPFLD OPP JULY-DEC 2020	10,393.49
					10,393.49

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156856	3/5/21	Jacobs Engineering Group,Inc.	D3360605-01	P80090;PROF SVCS THRU 1/2/2021	5,559.23
					5,559.23
156857	3/5/21	Brite Upstate Wholesale Supply, Inc.	INV21238	C2713:In Car Video system&lic.	161,446.08
					161,446.08
156858	3/5/21	Gordon Truck Centers, Inc	PC251085011:01	VEH 7151; TERMINAL	3.25
					3.25
156859	3/5/21	iSecure Information Security	98069	FLS SHREDDING 02/08/2021	39.00
					39.00
156860	3/5/21	Docutrak Imaging, Inc.	23071	On-Site Shredding Svcs	35.00
					35.00
156861	3/5/21	Cintas	5051245519	Jail Meds Stacked & Organized	648.24
			5051245519	SPD Meds Stacked & Organized	210.37
					858.61
156862	3/5/21	Step Forward Activities, Inc.	125362	DISPENSER/WICKET (3)	257.55
					257.55
156863	3/5/21	State of Oregon-DEQ	WQ21STM-1826	GEN12CA; STORMWATER PERMIT	1,257.00
					1,257.00
156864	3/5/21	State of Oregon-DEQ	1	C2747DEQ CLEANUP @ 112 MAIN ST	5,000.00
					5,000.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156865	3/5/21	Willamalane			
			577	Corp Wellness Agreement FY21	8,470.00
			JANUARY 2021	SDC FOR JANUARY	31,606.56
					40,076.56
156866	3/5/21	Benitez, Emily			
			BODY CAM SOFTWARE TRAINING	Body Cam software training	49.45
					49.45
156867	3/5/21	Pacific Excavation, Inc.			
			P21161 - Final	P21161 Crossings G, 21st-FINAL	11,901.75
			P21171-1	P21171 Crest Lane Sanit Swr Ex	28,414.50
					40,316.25
156868	3/5/21	Aramark Uniform Services, Inc.			
			864659476	SHOP: LAUNDRY SERVICES	38.55
			864845044	SHOP: LAUNDRY SERVICES	41.77
			864762694	SHOP: LAUNDRY SERVICES	50.95
					131.27
156869	3/5/21	Day Wireless Systems			
			INV664534	Vehicle antennas	637.92
					637.92
156870	3/5/21	Ask The Bug Man			
			146365	FS3: FEB 2021 PEST CONTROL	50.00
					50.00
156871	3/5/21	Kelley Imaging Systems, Inc			
			IN792364	COPIER BASE RENT & USAGE	112.16
			IN791456	Ricoh 418126 Black Toner	158.40
					270.56
156872	3/5/21	A+ Towing			
			21-97145	C2562:SPDTow-06' Mazda Tribute	190.00
			21-96708	C2562:SPDTow-17' Ford Explorer	175.00
					365.00
156873	3/5/21	The Indoor Garden			
			2012-36	JC: Feb 2021 Plant Care	65.00
					65.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156874	3/5/21	LARRY RAY THOMPSON	2100303	BAIL REF - #2100303	32.00
					32.00
156875	3/5/21	Huerto De La Familia	INVOICE 2-11-2021	SPONSORSHIP/LATINO BUSINESS RE	25,000.00
					25,000.00
156876	3/5/21	Springfield Public School/Lane Co SD 19	1027	CNO#:(250) Bus Cards-S. Walker	24.50
			1055	UNLEADED FUEL: 9499 GALS	19,130.54
					19,155.04
156877	3/5/21	Home Depot USA Inc dbaThe Home Depot Pro	599579661	CH: CUSTODIAL SUPPLIES	100.01
					100.01
156878	3/5/21	Midwest Tape	99981350	C914: AD COL	202.19
					202.19
156879	3/5/21	MOSLEY, WRICKEY LEN	2004023	PAYMENT REFUND 2004023	65.00
					65.00
156880	3/5/21	Lane Council of Governments	78195	JUL-SEPT 2020: PAN FEES	828.06
					828.06
156881	3/5/21	Professional Credit Service	1609590	BOND REFUND DOCKET 1609590	200.00
			17212	Commissions	4,390.80
					4,590.80
156882	3/5/21	City of Eugene	EFD-002066	FY20 DEP FIRE MARSHALL PAYROLL	170,320.73
			EFD-002065	FY20 FIRE TRNING-CAPT PAYROLL	91,079.81
			EFD-002069	FY20 JUN-APR 25% BLS COSTS	67,084.07
			EFD-002070	FY20 OS SYSTEMS DRY SUITS	2,481.21
			EFD-002067	FY20 TRAINING COST SPLIT	285.00
			EFD-002068	FY20 VERATHON EXP SPLIT	19,434.46
					350,685.28

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156883	3/5/21	ARNOLD, JOANNE	2005184 2005185	BOND REFUND 2005184 2005185	3,400.00
					3,400.00
156884	3/5/21	BAUGHMAN, KIM	1808141	BOND REFUND 1808141	311.00
					311.00
156885	3/5/21	GARY YARWOOD	1104358 1104359	BOND REFUND DK 1104358 1104359	2,775.00
					2,775.00
156886	3/5/21	AIDEN GABRIEL DEGUC	2006855	OVERPAYMENT - #2006855	11.00
					11.00
156887	3/5/21	KAMIE LYNN BLEVINS	1910350	BAIL REFUND - #1910350	635.00
					635.00
156888	3/5/21	Nielsen, Danny Ray	1910227	BAIL REFUND - DOCKET #1910227	785.00
					785.00
156889	3/5/21	TERRI VILLANEVA	1910055	BAIL REFUND - DOCKET #1910055	532.00
					532.00
156890	3/5/21	HURST, GAIL L	1404467 1701244	BOND REFUND 1404467 1701244	500.00
					500.00
156891	3/5/21	JERRY LEE WILKEN	1909898	BAIL REFUND - DOCKET #1909898	635.00
					635.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156892	3/5/21	STEPHANIE HARRIS	1908263	BAIL REF - #1908263	1,485.00
					1,485.00
156893	3/5/21	DANE FARRINGTON DELPH	1905214	BAIL REFUND - #1905214	321.00
					321.00
156894	3/5/21	JOANN DELPH	1905214	BAIL REFUND - #1905214	361.00
					361.00
156895	3/5/21	ID Plus, Inc.	87080	(2) SPD Name Badges-Patrol	19.50
					19.50
156896	3/5/21	Owen Equipment Company	00199703	BEARINGS-STREET SWEEPER	682.05
					682.05
156897	3/5/21	Osorio, Edith	TRANSLATE SVCS-STATE OF CITY	STATE OF THE CITY-TRANSLATION	350.00
					350.00
156898	3/5/21	Martin, Jessica E	TRANSLATE SVCS-STATE OF CITY	STATE OF THE CITY-TRANSLATION	350.00
					350.00
156899	3/5/21	CARL A. DYE JR	2005503 2005504	BAIL REF - #2005503 & 2005504	2,738.00
					2,738.00
156900	3/5/21	Gresham Ford	MNA09828	C2711: Interceptor VINx9828	39,247.48
			MNA09829	C2711: Interceptor VINx9829	39,247.48
			MNA09830	C2711: Interceptor VINx9830	39,825.46
			MNA09831	C2711: Interceptor VINx9831	39,825.46
					158,145.88

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156901	3/5/21	Lane County Public Works Department			
			PWA00010301	P21152; HIGHBANKS/THURS OVERLY	448.71
			PWA00010300	P21157; MOHAWK-OLYMPIC OVERLY	1,825.24
					2,273.95
156902	3/5/21	John M. Morrell			
			TRANS SRVCS FEB 2021	Translate Svcs Feb 2021	93.00
					93.00
156903	3/5/21	Ricoh USA, Inc			
			5061488716	ADDITIONAL IMAGES 11/30-2/27	17.98
					17.98
156904	3/5/21	Springfield Utility Board			
			FEB262021	SUB BILLS WK 1-MAR	4,130.87
					4,130.87
156905	3/5/21	Parts Authority, LLC			
			273-226023	VEH 6007; AIR FILTER/EXT LIFE	47.58
			273-228551	VEH 6014; BRAKE PADS	32.55
			273-227642	VEH 7150; AIR FILTER	9.81
					89.94
156906	3/5/21	LCSO Fiscal Office			
			SO7592	C2629:Jail Mgmt Sys Support	795.00
					795.00
156907	3/5/21	Oregon Municipal Judges Association			
			2021 MEMBER DUES	2021 Dues Triem/Schrank & Kim	600.00
					600.00
156908	3/12/21	Sun Life Financial			
			MANDATORY LIFE-MAR 2021	Mandatory Life-Mar 2021	104.67
					104.67
156909	3/12/21	Les Schwab Tire Warehouse Center, Inc.			
			2700760684	T3; NEW TIRES	2,514.24
					2,514.24

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156910	3/12/21	League Of Oregon Cities	8964	Job Post-Admin Specialist	20.00
					20.00
156911	3/12/21	Oregon Law Center	Jan-21	CDBG Grant; 12/01/20-12/31/20	1,700.12
					1,700.12
156912	3/12/21	Airgas USA, LLC	9110063077	FS16: OXYGEN USP 125 CGA 540	7.44
			9110060979	FS4: OXYGEN USP 125 CGA 540	22.32
			9110060978	FS5: OXYGEN USP 125 CGA 540	14.88
					44.64
156913	3/12/21	McKenzie Animal Hospital, PC	664164472	Flex vet services	92.78
			664164472	Kirby vet services	68.00
					160.78
156914	3/12/21	Snap-On Industrial, a Divsion of IDSC	ARS/14774463	SHOP TOOL REPAIR	110.00
					110.00
156915	3/12/21	Gallagher Benefit Services, Inc	202126566	Prof Svcs-Job Evaluation	630.00
			202126560	Prof Svcs-Market Study	1,525.00
					2,155.00
156916	3/12/21	Jacobs Engineering Group,Inc.	D3357100-08	P80101;PROF SVCS THRU 1/29/21	436.50
					436.50
156917	3/12/21	B&R Auto Wrecking	5134635	21-185.Tow2006Volvo,Lic/941LKW	175.00
			5134920	Tow:14' Explorer; Lic: E262706	175.00
					350.00
156918	3/12/21	Kittelson & Assoc., Inc.	0115667	C2673; Prof Svcs thru 1/31/21	320.55
					320.55

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156919	3/12/21	Aramark Uniform Services, Inc.	864854136	SHOP: LAUNDRY SERVICES	41.77
					41.77
156920	3/12/21	MIG INC	0068112	P80083;POP HRVST MGMT JAN 2021	1,085.00
			0068111	P80099:MWMC REC WATER JAN 2021	125.00
					1,210.00
156921	3/12/21	Ingram Library Services	51184317	C827: JR PROG BOOK CLUB	223.97
					223.97
156922	3/12/21	Roto Rooter Eugene/Bend Oregon	108642	5335 Main St #33 Pipe work rep	395.00
			108576	5335 Main St Sp236;Rplc Valve	250.00
					645.00
156923	3/12/21	Lane County Public Works Department	PWA00010329	AC MIX DESIGN VERIF DEC 2020	1,864.98
					1,864.98
156924	3/12/21	INTERNATIONAL PAPER	P31042-DEPOSIT-REF	: P31042/Proj Closer-Refund	2,239.92
					2,239.92
156925	3/12/21	DAVIS, TIM	2005078	BOND REFUND 2005078	1,275.00
					1,275.00
156926	3/12/21	BARB MACWILLIAM	1909720 030221	BOND REFUND 1909720	985.00
					985.00
156927	3/12/21	CenturyLink	2/16/21-3/16/21	Monthly Phone Charge-Feb 2021	4,118.45
					4,118.45

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156928	3/12/21	CenturyLink			
			200990004	Feb 2021 Fire Phone	116.48
			200990004	Feb 2021 Police Phone	31.76
					148.24
156929	3/12/21	CAROL WILLIAMS			
			2003200	BOND REFUND 2003200	86.00
					86.00
156930	3/12/21	Springfield Public School/Lane Co SD 19			
			648	BUS CARDS; MILLER, MAY, MANLEY	73.50
			1057	CNO#:(250) Bus Cards-A. Nelson	24.50
			1057	CNO#:(250)BusCards-C.Hemminger	24.50
			1702920 FEBRUARY	RESTITUTION 1702920	100.00
			1062	UNLEADED FUEL: 10,000 GALS	22,965.00
					23,187.50
156931	3/12/21	Ricoh USA, Inc			
			5061519374	ADDITL IMAGES 2/01/21-2/28/21	152.03
			5061556740	ASD B&W Copies 01/01-01/31/21	17.71
			5061556741	ASD B&W Copies 02/01-02/28/21	16.87
			5061556713	ASD B&W Copies 07/01-07/31/20	21.45
			5061556722	ASD B&W Copies 08/01-08/31/20	7.34
			5061556731	ASD B&W Copies 09/01-09/30/20	16.27
			5061556723	ASD B&W Copies 10/01-10/31/20	16.27
			5061556712	ASD B&W Copies 11/01-11/30/20	15.53
			5061556739	ASD B&W Copies 12/01-12/31/20	19.40
			5061562265	C1861: STAFF COPIER-LIBRARY	139.08
					421.95
156932	3/12/21	DANIEL AMANDOR HURTADO			
			2001163	RESTITUTION - #2001163	344.19
					344.19
156933	3/12/21	TRISHA FRY			
			2005442	RESTITUTION - #2005442	40.00
					40.00
156934	3/12/21	FAIRCHILD, SHINEL			
			2001935 JAN, FEB	COMP FINE DKT 2001935	60.00
					60.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156935	3/12/21	Harvey & Price Co., Inc.	1905080 FEB	RESTITUTION DKT 1905080	50.00
					50.00
156936	3/12/21	ALANNA VANDERHOEVEN	2004705 FEB	RESTITUTION DKT 2004705	100.00
					100.00
156937	3/12/21	AVILA, MARISSA	2004861 FEB	RESTITUTION DKT 2004861	25.00
					25.00
156938	3/12/21	SHAWN EVAN LILES	2002184	RESTITUTION - #2002184	100.00
					100.00
156939	3/12/21	Life Flight Network, LLC	IAFF MEMBERSHIPS	SEVEN IAFF MEMBERSHIPS	413.00
					413.00
156940	3/12/21	RAYANA THANH NGUYEN	2004799	VIC RESTITUTION - #2004799	189.32
					189.32
156941	3/12/21	APRIL DAWN MYERS	2004799	VIC RESTITUTION - #2004799	410.68
					410.68
156942	3/12/21	Comcast	02/2521-03/24/21	FS14 HS INTERNET 02/25-03/24	86.95
			02/24/21-03/23/21	FS3 HS INTERNET 02/24-03/23	118.40
					205.35
156943	3/12/21	YOAKUM, JESSE D	2007726	BOND REFUND DKT 2007726	775.00
					775.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156944	3/12/21	Willamalane	2005986 FEBRUARY	RESTITUTION 2005986	250.00
					250.00
156945	3/12/21	Western Exterminator	7350641	Feb 2021-Jail Pest Control	104.00
					104.00
156946	3/12/21	JOSH TUCKER	2005283 FEBRUARY	RESTITUTION 2005283	200.00
			2005281 030521	RESTITUTION REFUND 2005281	50.00
					250.00
156947	3/12/21	Auto Craft, Inc.	19313	E269784,#26,repair case21-1416	2,987.38
			19305	Veh 6099 repair	2,153.67
					5,141.05
156948	3/12/21	Hutchinson Cox, LLC	168337	Independent Investigation	12,860.50
					12,860.50
156949	3/12/21	State of Oregon Department of Justice	1504470	RESTITUTION DOCKET 1504470	395.00
					395.00
156950	3/12/21	HERNANDEZ, CLAUDIA	2004858	BOND REFUND DKT 2004858	170.00
					170.00
156951	3/12/21	LOGAN HAWKINS	1603137	RESTITUTION DOCKET 1603137	150.00
					150.00
156952	3/12/21	Springfield Utility Board	470604 STMT 2/26/21	RFF UTILITIES: 1/21/21-2/22/21	222.87
			MAR052021	SUB BILLS WK 2-MAR	4,259.92
					4,482.79

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156953	3/12/21	Radler White Parks & Alexander LLP			
			27271	Professional Svcs Thru 1/31/21	400.00
			27270	Professional Svcs thru 1/31/21	1,200.00
					1,600.00
156954	3/12/21	Lane Council of Governments			
			78487	IGA 2314; City Website Jan 21	2,508.62
			78475	OCT-DEC 2020: PAN FEES	931.41
					3,440.03
156955	3/12/21	ERINN ERNST			
			2004843 030521	RESTITUTION REFUND 2004843	100.00
					100.00
156956	3/12/21	POPE, ARLINDA G			
			2006952	RESTITUTION REFUND 2006952	20.00
					20.00
156957	3/12/21	KLARR, NATHAN			
			2005726 030521	RESTITUTION REFUND 2005726	50.00
					50.00
156958	3/12/21	QSL Print Communications, Inc.			
			35178011	Bldg Correction/Reinspec cards	301.00
					301.00
156959	3/12/21	Lane Transit District			
			2007957	RESTITUTION DOCKET 2007957	10.00
					10.00
156960	3/12/21	Owen Equipment Company			
			00199824	VEH 7064; AY-LH SBRM PIVO	1,294.95
			00199793	VEH 7064; SWEEPER PARTS	950.33
			00199739	VEH 7065; FLANGE BEARING	219.28
					2,464.56
156961	3/12/21	J Smith Real Investments, LLC			
			ROW-HIGH BANKS/THURSTON	ROW-HIGH BANKS/THURSTON	100.00
					100.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156962	3/12/21	Roger's Holdigs, LLC	ROW MOHAWK-OLYMPIC	ROW MOHAWK-OLYMPIC	3,950.00
					3,950.00
156963	3/12/21	EDMS Inc	020207	February Presort	1,313.10
					1,313.10
156964	3/12/21	Abston,Vickie	0007103 FEB	RESTITUTION 0007103	42.37
					42.37
156965	3/12/21	Buck's Sanitary Service, Inc.	A-158728	C2561; 1435 MAIN ST	102.50
			A-158665	C2561; 1ST BAPTIST CHURCH	4,339.64
			A-158650	C2561; EBBERT MEM BUCKS RENTAL	115.00
			A-158048	C2561; LIBRARY BUCKS RENTAL	987.95
					5,545.09
156966	3/12/21	CHASE SCOTT	2007441 FEB	RESTITUTION 2007441	400.00
					400.00
156967	3/12/21	TYLER JAMES HARNESS	2006843 FEB	RESTITUTION 2006843	100.00
					100.00
156968	3/12/21	CHERYL DIANNE HEATH	1807491 FEB	RESTITUTION DK# 1807491	50.00
					50.00
156969	3/12/21	Advanced Truck Body & Equipment Co	S2331	VEH7020 TAIL GATE/PARTS/PAINT	815.00
					815.00
156970	3/12/21	Parts Authority, LLC	273-103413 CREDIT MEMO	AIR FILTER CREDIT MEMO	-31.90
			274-412020	PD STK; BRAKE ASY	209.92
			273-231188	SHOP; BATTERY 9 VOLT	35.63
			273-231876	VEH 7130; AIR FILTERS	79.10
			273-104828 CREDIT	VEH 7150; AIR FILTER CR MEMO	-9.81
					282.94

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156970	3/12/21	Parts Authority, LLC			
156971	3/12/21	Professional Credit Service	17286	Commissions	18.66
			17312	Commissions	3,366.83
					3,385.49
156972	3/12/21	AT&T	127335316	ONE NET SVS 02/19-03/18	4.16
					4.16
156973	3/12/21	ROSS GIBBS	1805854	RESTITUTION DOCKET 1805854	50.00
					50.00
156974	3/19/21	PacificSource Health Plans	20-40586	AMBULANCE REFUND 20-40586	311.42
					311.42
156975	3/19/21	PacificSource Health Plans	20-41943	AMBULANCE REFUND 20-41943	71.79
					71.79
156976	3/19/21	PacificSource Health Plans	20-41076	AMBULANCE REFUND 20-41076	420.62
					420.62
156977	3/19/21	PacificSource Health Plans	20-28910	AMBULANCE REFUND 20-28910	391.26
					391.26
156978	3/19/21	PacificSource Health Plans	20-30679	AMBULANCE REFUND 20-30679	1,129.07
					1,129.07

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156979	3/19/21	PacificSource Health Plans	20-31496	AMBULANCE REFUND 20-31496	2,043.52
					2,043.52
156980	3/19/21	Oregon Department of Revenue	FEBRUARY 2021	Bail Assessment - Feb 2021	15,589.17
					15,589.17
156981	3/19/21	Branch Engineering,Inc.	00015322	C2636; BK ASSESSMENT-JAN/FEB	29,775.05
					29,775.05
156982	3/19/21	Advance Auto Parts	2818-854022	VEH 6007; FILTER BYPASS VALVE	23.48
					23.48
156983	3/19/21	Home Depot USA Inc dbaThe Home Depot Pro	601381478	CH: CUSTODIAL SUPPLIES	389.61
			604655597	Janitorial Supplies - Police	-1,226.72
			601381486	Janitorial Supplies - Police	1,255.68
					418.57
156984	3/19/21	Day Wireless Systems	INV666695	QUARRY HILL SITE RENT	604.39
					604.39
156985	3/19/21	Alpine Fence, LLC	1683	5752 RIDGE CT, INSTALL FENCE	7,168.00
					7,168.00
156986	3/19/21	City of Eugene	PWM-002679	M16/5104; REPLACE FIVE TIRES	1,829.57
			PWM-002679	M24/596; REPLACE ONE TIRE	405.34
			PWM-002679	M5/5102; REPLACE SIX TIRES	2,142.95
					4,377.86
156987	3/19/21	Sanipac, Inc.	2013-214322-009-FEB 2021	LEAF PROGRAM FEB 2021	40,000.00
					40,000.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156988	3/19/21	Aramark Uniform Services, Inc.			
			864863205	SHOP: LAUNDRY SERVICES	41.77
					41.77
156989	3/19/21	INTERNATIONAL PAPER			
			P31042-DEP-REFUND	P31042/Proj Closer-Ref Sec Dep	43,920.70
					43,920.70
156990	3/19/21	Office Depot, Inc.			
			153918987001	Office Supplies - Police	56.66
			159555272001	Office Supplies - Police	92.86
					149.52
156991	3/19/21	Pacific Office Automation			
			119802	C1694:QtrlyOvrgs8/4/20-11/4/20	96.24
			280805	C1694:SPD B&WCopies 3/1-4/1/21	24.01
			121226	C1694:SPD B&WCopies12/4-1/4/21	24.01
			261424	NW QUAD COPIES 08/17-11/17	472.25
			261781	NW QUAD COPIES 11/20 to 2/21	38.53
					655.04
156992	3/19/21	BTTS Construction, LLC			
			EHR-3351	1120 W FAIRVIEW SP 50	78.95
			EHR-3345	157 12 ST, SP 66	70.00
			EHR-3344	157 12TH ST, SP. 41	815.42
					964.37
156993	3/19/21	Ready Rooter Inc. & Chapman Plumbing			
			WO-5124	380 21ST ST; REPLACE TOILET	682.50
					682.50
156994	3/19/21	Lane County Public Works Department			
			PWA00010294	C2697; LC EMERG NOTIFC SYST	2,472.00
			PWA00010184	P21165; KRUSE/GTWY SURVEY	80.34
			PWA00010231	P21165;GATEWAY ST SURVEY	1,150.53
			PWA00010185	P21165;GATEWAY ST SURVEY	2,004.03
					5,706.90
156995	3/19/21	RG Media Co aka Gatehouse Eugene-Advert			
			0000224885	ESD-Pretreatment SNC Publicat	145.00
					145.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
156996	3/19/21	RG Media Co aka Gatehouse Eugene-Advert	0000226041	NOTICE OF INTENT OR PARTIC WA	67.50
					67.50
156997	3/19/21	Roto Rooter Eugene/Bend Oregon	108872	5335 Main St Sp236; Plumb Rpr	205.00
					205.00
156998	3/19/21	Stanley Convergent Security	6000880040	MONITORING CHRGS 1/1-1/31/21	271.44
					271.44
156999	3/19/21	Clay, Steve Brian	811-21-000021-PRE	811-21-000021-PRE REFUND	636.00
					636.00
157000	3/19/21	Henry, Catherine	811-21-000028-PRE	811-21-000028-PRE REFUND	636.00
					636.00
157001	3/19/21	Corey,David M. PH.D.,P.C.	3901	Post-Offer Evals Feb 2021	840.00
					840.00
157002	3/19/21	SHIRLEY MAE BURNS	1909254-1909255	BAIL REFUND 1909254 1909255	1,500.00
					1,500.00
157003	3/19/21	Springfield Public School/Lane Co SD 19	647	BILLING RETURN ENVELOPES	54.36
			1075.	BUSIN.CRDS GRAHAM & COGGIN	85.70
			744	BUSINESS CARDS-HEALY	24.50
			1056	STORMWATER BROCHURE	2,816.25
					2,980.81
157004	3/19/21	The Indoor Garden	20213-36	JC: Mar 2021 Plant Care	65.00
					65.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157005	3/19/21	ANTHONY CHARLES FLACK	1108408	BOND REFUND DOCKET 1108408	100.00
					100.00
157006	3/19/21	ECHO MAE TAYLOR	0811995	OVERPAYMENT DOCKET 0811995	147.91
					147.91
157007	3/19/21	ANTHONY LEE LYMAN	1809375	OVERPAYMENT DOCKET 1809375	275.00
					275.00
157008	3/19/21	Leandra Daffe	2100733	BAIL REFUND 2100733	200.00
					200.00
157009	3/19/21	ASHLEY LEFLER	1907781	BOND REFUND 1907781	635.00
					635.00
157010	3/19/21	JAMES ALLEN WILSON	1312798	OVERPAYMENT 1312798	222.00
					222.00
157011	3/19/21	MICHELLE RAY STUCKY	0912588 0912589	OVERPAY REF-#0912588 & 0912589	604.00
					604.00
157012	3/19/21	Cybrarian Corporation	03-77595	ANNUAL SUBSCRIP 3/1/21-2/28/22	2,350.00
					2,350.00
157013	3/19/21	Ingram Library Services	51480102	C827: ADULT FICTION	16.38
			51396465	C827: ADULT FICTION	179.41
			49833279	C827: ADULT NON-FICTION	17.99
			51396469	C827: JR BOOKS	2.99
			51396466	C827: JR BOOKS	5.99
			51396467	C827: JR BOOKS	5.99
			51396462	C827: JR BOOKS	25.25
			51396468	C827: JR BOOKS	37.22
			51396460	C827: JR BOOKS	38.95
			51396463	C827: JR BOOKS	120.25

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157013	3/19/21	Ingram Library Services			
			51396464	C827: READY TO READ	9.87
			51396461	C827: YA BOOKS	5.99
			51480103	C827: YA BOOKS	5.99
					472.27
157014	3/19/21	Ingram Library Services			
			51480110	C827: ADULT FICTION	16.38
			51558230	C827: ADULT FICTION	34.37
			51480108	C827: ADULT FICTION	85.25
			51480109	C827: ADULT FICTION	260.94
			51480111	C827: JR BOOKS	2.99
			51480105	C827: JR BOOKS	15.58
			51599713	C827: JR BOOKS	24.59
			51599714	C827: JR BOOKS	48.33
			51480106	C827: JR BOOKS	88.05
			51480107	C827: READY TO READ	2.99
			51558229	C827: READY TO READ	13.00
			51480104	C827: YA BOOKS	10.16
					602.63
157015	3/19/21	Ingram Library Services			
			51599716	C827: ADULT FICTION	14.69
			51599715	C827: ADULT FICTION	44.37
					59.06
157016	3/19/21	McCain			
			INV0255629	TRAFFIC SIGNAL EQUIPMENT	1,840.00
			INV0254804	TRAFFIC SIGNAL EQUIPMENT	2,530.00
					4,370.00
157017	3/19/21	SEAN READ			
			2001918	BAIL REF - DOCKET #2001918	85.00
					85.00
157018	3/19/21	Springfield Utility Board			
			MAR122021	SUB BILLS WK 3-MAR	34,676.54
					34,676.54
157019	3/19/21	Springfield Utility Board			
			E3654	LIGHT POLE/S. 57TH & GLACIER	2,857.63
					2,857.63

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157020	3/19/21	Lane County Finance Operations	FEB-2021	County Bail - Feb 2021	3,202.29
			FEB-2021	County Bail Feb 2021 Admin Fee	-27.98
					3,174.31
157021	3/19/21	BRIAN LONGWORTH	2008093	RESTITUTION DOCKET 2008093	785.00
					785.00
157022	3/19/21	Department of Transportation-DMV Svcs	L0019615974	Record Inquiry Fee	9.70
					9.70
157023	3/19/21	OLSON, CHASE	2100767	BOND REFUND DKT 2100767	99.00
					99.00
157024	3/19/21	DAWN LITTLE	2100726 2100727	BAIL REF - #2100726 & 2100727	426.00
					426.00
157025	3/19/21	NICHOLAS QUIROZ	1509226	OVERPAYMENT 1509226	37.18
					37.18
157026	3/19/21	McCauley, Sean	811-20-001797-ELEC REFUND	811-20-001797-ELEC REFUND	122.85
					122.85
157027	3/19/21	New Tech Plumbing	811-21-000512-PLM REFUND	811-21-000512-PLM REFUND	124.02
					124.02
157028	3/19/21	Lane County Waste Management	088089 STMT	DUMP FEES ENDING 2/28/21	1,870.21
					1,870.21

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157029	3/19/21	First Interstate Bank	APRIL 2021	SEDA 2016 Loan #300001692	23,570.06
					23,570.06
157030	3/19/21	Wilson, Patricia	ROW-HIGH BANKS/THURSTON	ROW-HIGH BANKS/THURSTON	230.00
					230.00
157031	3/19/21	TriZetto Provider Solutions	36D3032100	PATIENT STATEMENTS-FEB	1,043.06
					1,043.06
157032	3/19/21	Professional Credit Service	17533	Commissions	38.09
			17537	Commissions	3,995.24
					4,033.33
157033	3/19/21	Lane Utilities Coordinating Council	021	LUCC ANNUAL MEMBRSHP DUES 2021	100.00
					100.00
157034	3/19/21	Lane County Deeds And Records	FEBRUARY RECEIPTS ACCT 210	RECORDING FEES THRU 2/6/21	1,142.00
					1,142.00
157035	3/19/21	Grove, Mueller & Swank, P.C., Inc.	95077	C2581 Interim Audit FY20	10,550.00
					10,550.00
157036	3/19/21	South Lane Fire Med	FM MEMBERSHIP REVENUE.	FIREMED REVENUE	65.00
					65.00
157037	3/19/21	Parry, Rosanne	JR-PROG-SB-SUB$-AUTHOR	JR-PROG-SB-SUB$-AUTHOR	300.00
					300.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157038	3/26/21	Hartford Life & Accident Insurance Co	0GL878796-ADD STD LTD MAR 2021	BASIC ADD STD LTD MAR 2021	20,187.31
					20,187.31
157039	3/26/21	Hartford Life & Accident Insurance Co	0GL878796 Supp Ins Mar 2021	0GL878796 Supp Ins Mar 2021	6,029.09
					6,029.09
157040	3/26/21	Hartford Life & Accident Insurance Co	0GL878796-ADD STD LTD FEB 2021	BASIC ADD STD LTD FEB 2021	19,926.36
					19,926.36
157041	3/26/21	Special Olympics Oregon	EUG-SPFLD SPECIAL OLYMPICS	SPECIAL OLYMPICS DONATION	3,000.00
					3,000.00
157042	3/26/21	Airgas USA, LLC	9103090600	FS16: OXYGEN USP 125 CGA 540	112.58
			9978123455	FS16: RENT CYL MED LRG OXYGEN	16.50
			9978088212	FS3: RENT CYL MED LARGE OXYGEN	22.00
			9978088212	FS3: RENT CYL SMALL OXYGEN	5.50
			9978088211	FS4 RENT CYL MED LARGE OXYGEN	8.25
			9972165081	FS4: HAZMAT	18.70
			9972165081	FS4: OXYGEN USP 125 CGA 540	79.20
			9102863912	FS5: OXYGEN USP 125 CGA 540	113.08
			9978088213	FS5: RENT CYL MED LARGE OXYGEN	27.50
			9978088213	FS5: RENT CYL MED X-SML OXYGEN	2.75
					406.06
157043	3/26/21	Pacific Office Automation	240416	Black&Color Copies 1/10 - 2/10	58.06
			181280	Black&Color Copies 12/20-01/21	46.54
			235750	C1826:Mo.Lease 1/1/21-1/31/21	688.26
			280230	COPIES 2/1-3/1/21	32.31
			276071	TONER FOR COPIER	1,085.00
					1,910.17
157044	3/26/21	Tyler Technologies, Inc	025-324340	MAR 2021 MAIN & SUPPORT	300.00
					300.00
157045	3/26/21	Advance Auto Parts	2818-855025	VEH 5009; HEADLIGHTS	35.67
					35.67

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157046	3/26/21	Lane County Technology Svcs - PSB	IS00002408	C2649; HELP DESK SVCS	13,806.00
					13,806.00
157047	3/26/21	Access Information Management	8650057	CNO#:Feb 2021 Shredding-Police	255.21
			8650093	Feb 21 Shredding Svcs-Court	56.32
					311.53
157048	3/26/21	Zoom Video Communications, Inc	INV71946826	ZOOM ANNUAL CONTRACT	222.88
					222.88
157049	3/26/21	Superior Tire Service Inc	140179598	PATROL VEHS; TIRES/REPAIRS	1,817.44
			140179747	VEH 7065; TIRE REPAIRS/TIRES	859.85
					2,677.29
157050	3/26/21	Systems West Engineers, Inc.	087708	C2716; US IGNITE/SPFD WIX DSGN	2,492.50
					2,492.50
157051	3/26/21	Associated Heating & Air Condition Inc.	558708	1125 N 58th, #092-Repair	79.00
					79.00
157052	3/26/21	Northwest Fastener & Supply	14859	MISC BOLTS	18.20
					18.20
157053	3/26/21	Aramark Uniform Services, Inc.	864872380	SHOP: LAUNDRY SERVICES	41.77
					41.77
157054	3/26/21	Language Line Services, Inc.	4946657	Feb 2021 Translation Svs	33.15
			4942942	Feb 2021 Translation Svs	66.30
					99.45

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157055	3/26/21	NAPA Auto Parts	1741 STMT 2/28/21	MISC AUTO PARTS	335.46
					335.46
157056	3/26/21	Lacal Equipment, Inc.	0338550-IN	VEH 7064; SQUEEGEE/SPROCKET/CH	2,601.39
					2,601.39
157057	3/26/21	Latin American Periodicals LLC	6234	ESP COLL FY21-22	491.04
					491.04
157058	3/26/21	Willamalane	FEBRUARY 2021	SDC FOR FEBRUARY	124,968.58
					124,968.58
157059	3/26/21	Owen Equipment Company	00199919	VEH 7064; SWEEPER RELIEF VALVE	180.54
					180.54
157060	3/26/21	Parts Authority, LLC	273-104493 CREDIT MEMO	AIR FILTER/EXT LIFE CREDITMEMO	-31.53
			213637-CREDIT MEMO	CREDIT MEMO INV 213637	-122.51
			273-235056	SMALL ENGINES FOR MOWERS	30.36
			273-233962	STK ORDER/OIL FILTERS	38.85
			273-234222	VEH 6012; CERAMIC PAD	38.63
			273-234444	VEH 7120; AIR & OIL FILTER	9.08
			273-234489	VEH 7120; NEW AXLE	111.33
					74.21
157061	3/26/21	Midwest Tape	500047462	C914: AD COL	18.74
			500082858	C914: AD COL	29.99
			500020941	C914: AD COL	142.93
			500082856	C914: JR-AV-FEB21-PT.1	72.70
					264.36
157062	3/26/21	Springfield Utility Board	485165-3/8/21	STREET LIGHT ELECTRIC	16,545.35
			485165-3/8/21	STREET LIGHT MAINTENANCE	9,390.02
			MAR192021	SUB BILLS WK 4-MAR	2,204.74
					28,140.11

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157063	3/26/21	Lane Regional Air Pollution Authority	8833	P80095; PERMIT-RNG PROJ	8,607.00
					8,607.00
157064	3/26/21	Traffic Safety Supply Co., Inc.	INV035374	TRAFFIC/REPLC SOLAR PANEL	797.16
					797.16
157065	3/26/21	Willamette Valley Awards, Inc.	58800	Rosewood Recog. Plaque	63.00
					63.00
157066	3/26/21	SHAWNA LIVELY	2007695 2007696 2007189	BOND REFUND 2007695-96 2007189	510.00
					510.00
157067	3/26/21	AVILLA, SUSAN	2100047,48,2100249,50,51,55,56	BOND REFUND DKT 2100047 +	595.00
					595.00
157068	3/26/21	JESSEE, JOHN DANIEL	2005197 2005198	BOND REFUND 2005197 & 2005198	2,550.00
					2,550.00
157069	3/26/21	Villasenor, Ana Paulina Romo	TRANSLATION OF COMPLAINT FORM	Translation of Complaint Form	90.00
					90.00
157070	3/26/21	Oregon Mayor's Association	Dues-200374	2021 Annual Dues-VanGordon	205.00
					205.00
157071	3/26/21	NICE, ROSEMARY	2100033, 2100034	BOND REFUND DKT 2100033, 34	1,913.00
					1,913.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157072	3/26/21	KOELER, ERIC			
			2100391	BOND REFUND DKT 2100391	1,275.00
					1,275.00
157073	3/26/21	BOETTGER, KYLE STUART			
			1909698, 1909697	BOND REFUND DKT 1909697, 98	850.00
					850.00
157074	3/26/21	DSL Builders, LLC			
			P80095 PROG PMT #10	P80095; RNG UPGRADES	910,147.86
					910,147.86
157075	3/26/21	Ingram Library Services			
			51702687	C827: ADULT FICTION	8.97
			51702691	C827: ADULT FICTION	10.20
			51650978	C827: ADULT FICTION	25.44
			51702692	C827: ADULT FICTION	46.32
			51650979	C827: ADULT FICTION	116.94
			51702693	C827: G&M OBOB BOOKS	76.64
			51662878	C827: G&M OBOB BOOKS	158.66
			51650980	C827: G&M OBOB BOOKS	702.07
			51702688	C827: JR BOOKS	41.19
			51650977	C827: JR BOOKS	43.47
			51702694	C827: JR BOOKS	607.49
			51702690	C827: READY TO READ	5.64
			51702689	C827: READY TO READ	21.43
					1,864.46
157076	3/26/21	Ingram Library Services			
			51749336	C827: ADULT FICTION	15.82
			51749333	C827: ADULT FICTION	32.78
			51749337	C827: ADULT FICTION	77.35
			51787896	C827: ADULT NON-FICTION	20.29
			51749339	C827: ADULT NON-FICTION	146.76
			51787897	C827: ADULT NON-FICTION	171.79
			51749340	C827: ADULT NON-FICTION	1,951.73
			51749338	C827: G&M OBOB BOOKS	135.31
			51805614	C827: JR BOOKS	8.47
			51749334	C827: JR BOOKS	69.42
			51738352	C827: JR BOOKS	338.38
			51749335	C827: READY TO READ	15.24
					2,983.34
157077	3/26/21	RONALD NIGH			
			2100349	BAIL REFUND - DOCKET #2100349	99.00
					99.00

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157078	3/26/21	Joe Pishioneri	APRIL 2021	Apr 21 Cell & Internet Reimb	85.00
					85.00
157079	3/26/21	Leonard Stoehr	APRIL 2021	Apr 21 Cell & Internet Reimb	85.00
					85.00
157080	3/26/21	Kori Rodley	APRIL 2021	Apr 21 Cell & Internet Reimb	85.00
					85.00
157081	3/26/21	Pitts, Damien	APRIL 2021	Apr 21 Cell & Internet Reimb	85.00
					85.00
157082	3/26/21	RG Media Co aka Gatehouse Eugene-Advert	0000226851	P80104; MWMC RFP	177.50
					177.50
157083	3/26/21	Springfield Public School/Lane Co SD 19	1163	EMPLOYEE RECG CERTIFICATES	61.48
					61.48
157084	3/26/21	TAYLOR, JOHN	1610546, 1610548	BOND REFUND DKT 1610546	100.00
					100.00
157085	3/26/21	Professional Credit Service	040	Commissions	5,197.18
					5,197.18
157086	3/26/21	Akins, Kraig	RESPONDER LIFE TRAIN-PER DIEM	Responder Life Train-Per Diem	148.35
					148.35

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157087	3/26/21	Halleman, Devon C.	RESPONDER LIFE TRAIN-PER DIEM	Responder Life Train-Per Diem	148.35
					148.35
157088	3/26/21	Ransom,Carrie A.	RESPONDER LIFE TRAIN-PER DIEM	Responder Life Train-Per Diem	148.35
					148.35
157089	3/26/21	Amundson, Allan	RESPONDER LIFE TRAIN-PER DIEM	Responder Life Train-Per Diem	148.35
					148.35
157090	3/26/21	Hargis,Andrew	EVOIC COURSE-PER DIEM	EVOIC Course-Per Diem	272.55
					272.55
157091	3/26/21	John M. Morrell	TRANS SVCS MAR 2021	Translate Svcs Mar 2021	93.00
					93.00
157092	3/26/21	Ricoh USA, Inc	5061643137	ProscOfc-Copies 12/18-03/17/21	37.46
					37.46
157093	3/26/21	Berg, Leah	DOG LICENSE REFUND	Dog License Refund	10.00
					10.00
157094	3/26/21	Perdue, James D	CELL EXTRACTION TRAIN-PER DIEM	Cell Extraction Train-Per Diem	98.90
					98.90
157095	3/26/21	Smith, Melissa M	RESPONDER LIFE TRAIN-PER DIEM	Responder Life Train-Per Diem	148.35
					148.35

Check No	Check Dt	Vendor Name	Invoice ID	Line Description	Payment
157096	3/26/21	Lane Council of Governments	78506	IGA 2314; City Website Feb 21	5,367.28
					5,367.28
157097	3/26/21	AT&T Mobility	999208594X03142021	MAINT/DPW CELL CHARGES	277.41
					277.41
				Grand Total:	**4,286,822.70**

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:	4/19/2021
Meeting Type:	Regular Meeting
Staff Contact/Dept.:	Melissa Cariño, DPW
Staff Phone No:	541.744.4068
Estimated Time:	Consent Calendar
Council Goals:	Encourage Economic Development and Revitalization through Community Partnerships

ITEM TITLE: ANNEXATION OF TERRITORY TO THE CITY OF SPRINGFIELD – ANNEX 0.31 ACRES OF RESIDENTIAL PROPERTY LOCATED SOUTHEAST OF THE HORACE STREET AND FILBERT LANE INTERSECTION (MAP 18-02-05-23, TAX LOT 202).

ACTION REQUESTED: Conduct a second reading and adopt/not adopt the following ordinance:
AN ORDINANCE ANNEXING CERTAIN TERRITORY (MAP 18-02-05-23, TAX LOT 202) TO THE CITY OF SPRINGFIELD AND WILLAMALANE PARK AND RECREATION DISTRICT; WITHDRAWING THE SAME TERRITORY FROM THE WILLAKENZIE RURAL FIRE PROTECTION DISTRICT; ADOPTING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ISSUE STATEMENT: The City Council is requested to consider an ordinance to annex 0.31 acres of residential property that is located southeast from the Horace Street and Filbert Lane intersection (Map 18-02-05-23, Tax Lot 202) across from Mt. Vernon Elementary School. The proposed annexation is requested to facilitate development of multi-unit residential on the property.

ATTACHMENTS:
Attachment 1: Location Map
Attachment 2: Ordinance with Exhibits
- Exhibit A: Map and Legal Description
- Exhibit B: Annexation Application
- Exhibit C: Staff Report and Recommendation
- Exhibit D: Annexation Agreement

DISCUSSION/ FINANCIAL IMPACT: The City Council is authorized by Oregon Revised Statutes (ORS) Chapter 222 and Springfield Development Code (SDC) Article 5.7-100 to act on annexation requests.

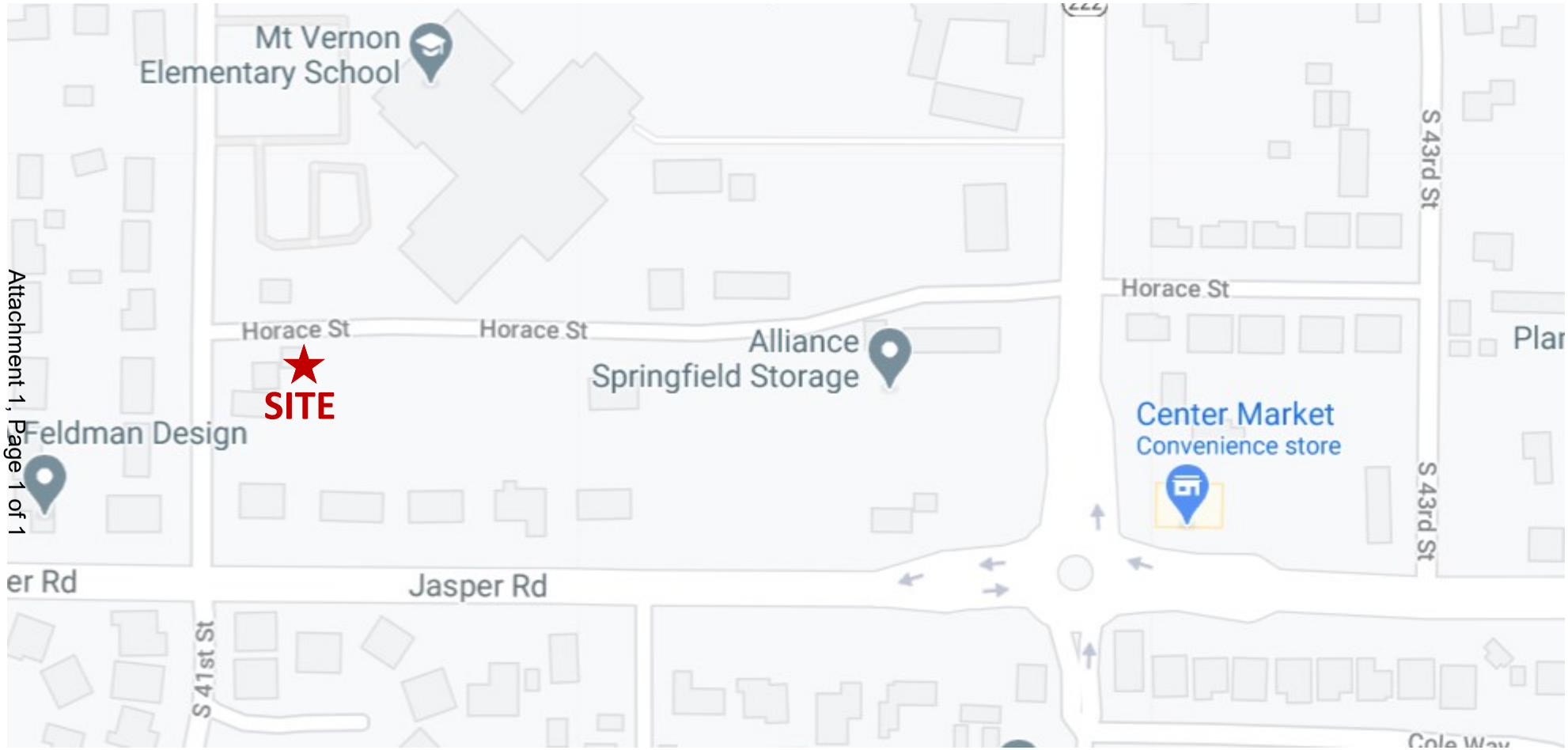
As outlined in the attached staff report (Attachment 2C), the annexation area can be served with the minimum level of key urban facilities and services as required in the *Springfield 2030 Refinement Plan – Urbanization Element.* The attached staff report also confirms the request meets the criteria of approval for annexations established in Section 5.7-140 of the Springfield Development Code. An Annexation Agreement that allocates financial responsibility for the provision of urban utilities and services to the property has been prepared for execution by the applicant and City (Attachment 2D).

The City Council conducted a public hearing for the annexation request on April 5, 2021. Aside from the staff presentation and questions from the Council, no other testimony was provided at the meeting.

Recommendation: The subject property complies with the standards and provisions of the SDC and applicable ORS for annexation; Council is requested to conduct a second reading and adopt the ordinance annexing this property to the City and Willamalane Park & Recreation District, and withdrawing same from Willakenzie Rural Fire Protection District.

In accordance with SDC 5.7-155 and ORS 222.040, 222.180 and 222.465, if approved the annexation will become effective 30 days after signature by the Mayor or upon acknowledgement by the State, whichever date is later.

LOCATION OF PROPERTY SUBJECT TO ZONE CHANGE



CITY OF SPRINGFIELD, OREGON
ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY (ASSESSOR'S MAP 18-02-05-23, TAX LOT 202) TO THE CITY OF SPRINGFIELD AND WILLAMALANE PARK AND RECREATION DISTRICT; WITHDRAWING THE SAME TERRITORY FROM THE WILLAKENZIE RURAL FIRE PROTECTION DISTRICT; ADOPTING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council is authorized by Springfield Development Code (SDC) Article 5.7-100 and Oregon Revised Statutes (ORS) Chapter 222 to accept, process, and act upon annexations to the City;

WHEREAS, a request to annex certain territory was submitted on February 26, 2021, said territory being Assessor's Map Township 18 South, Range 02 West, Section 05, Map 23, Tax Lot 202, which is not yet municipally addressed, which is generally depicted and more particularly described in **Exhibit A** to this Ordinance;

WHEREAS, in accordance with SDC 5.7-125.A and ORS 222.111, the property owner initiated the annexation action by submittal of the required application forms and petition for annexation attached hereto as **Exhibit B** to this Ordinance;

WHEREAS, this annexation has been initiated in accordance with SDC 5.7-125.A and ORS 222;

WHEREAS, the territory proposed for annexation is within the Eugene-Springfield Metropolitan Area General Plan (more commonly known as the *Metro Plan*) and the Springfield Comprehensive Plan Urban Growth Boundary and is contiguous to the city limits (SDC 5.7-140.A);

WHEREAS, the annexation is consistent with the *Springfield 2030 Refinement Plan – Urbanization Element* requiring annexation to the City of Springfield as the highest priority for receiving urban services;

WHEREAS, in accordance with SDC 5.7-150.A, upon annexation the Urbanizable Fringe Overlay District (UF-10) will cease to apply to the property and the underlying Medium Density Residential zoning will be retained;

WHEREAS, a Staff Report (**Exhibit C**) was presented to the City Council with the Director's recommendation to concurrently annex the subject territory to the Willamalane Park and Recreation District, as this special district is a service provider for the City (SDC 5.7-140.B);

WHEREAS, a Staff Report (**Exhibit C**) was presented to the City Council with the Director's recommendation to concurrently withdraw the subject territory from the Willakenzie Rural Fire Protection District as Eugene-Springfield Fire will provide emergency response services directly to the area after it is annexed to the City and the withdrawal from the rural service district is in the City's best interest for the provision of urban services pursuant to Policies 31 and 32 of the *Springfield 2030 Refinement Plan – Urbanization Element*;

WHEREAS, this action is consistent with the intergovernmental agreement between Lane County and Springfield regarding boundary changes dated May 21, 2008;

WHEREAS, the applicant and City have executed an Annexation Agreement (**Exhibit D**) that addresses the timing and financial responsibility for provision of public streets, sanitary sewer service, and other necessary utilities to the property;

WHEREAS, on April 5, 2021, the Springfield City Council conducted a public hearing and is now ready to take action on this application based on the recommendation and findings in support of approving the annexation request as set forth in the aforementioned Staff Report to the Council, incorporated herein by reference, and the evidence and testimony presented at this public hearing held in the matter of adopting this Ordinance,

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD ORDAINS AS FOLLOWS:

Section 1. The Common Council of the City of Springfield does hereby approve annexation of the following described territory to the City of Springfield and Willamalane Park and Recreation District, said territory being more particularly described in **Exhibit A** to this Ordinance.

Section 2. The Common Council of the City of Springfield does hereby approve withdrawal of the following described territory from the Willakenzie Rural Fire Protection District, said territory being more particularly described in **Exhibit A** to this Ordinance.

Section 3. The withdrawal of territory described in Section 2 above from the Willakenzie Rural Fire Protection District shall become effective July 1, 2021.

Section 4. The City Manager or the Development and Public Works Director shall send copies of this Ordinance to affected State and local agencies as required by SDC 5.7-155.

Section 5. Severability Clause. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

Section 6. Effective Date of Ordinance. This Ordinance shall become effective 30 days from the date of its passage by the City Council and approval by the Mayor, or upon the date of its filing with the Secretary of State as provided by ORS 222.180, whichever is later.

ADOPTED by the Common Council of the City of Springfield this _____ day of _____, 2021, by a vote of _____ for and ____ against.

APPROVED by the Mayor of the City of Springfield this _____day of _____, 2021.

_____
Mayor

ATTEST:

_____
City Recorder

EXHIBIT A – Map and Legal Description

PROPERTY REQUESTED FOR ANNEXATION

SITE CONTEXT MAP

LEGAL DESCRIPTION

Beginning at the Northwest corner of Lot 4, Reta Franklin Addition, as platted and recorded in Volume 28, page 22, Lane County Plat Records, run thence along the West line of said Lot 4 South 0° 35’ 30” East 128 feet; thence East 106.40 feet to the East line of said Lot 4; thence along the East line of said Lot 4 North 0° 35’ 30” West 128 feet; thence 106.40 feet to the Point of Beginning. All in Lane County, Oregon.

City of Springfield
Development & Public Works
225 Fifth Street
Springfield, OR 97477

3

SPRINGFIELD

Annexation Application Type IV

Application Type	(Applicant: Check one)
Annexation Application Pre-Submittal:	
Annexation Application Submittal:	☒

Required Proposal Information	(Applicant: Complete This Section)		
Property Owner:	Bruce Wiechert Custom Homes, Inc.	**Phone:**	541-686-9458
Address:	3073 Skyview Ln., Eugene 97405	**Fax:**	
		E-mail:	
Owner Signature:			
Owner Signature:			
Agent Name:	Anthony J. Favreau	**Phone**	541.683.7048
Company:	The Favreau Group, LLC	**Fax:**	
Address:	3750 Norwich Ave., Eugene, Or 97408	**E-mail**	
Agent Signature:			

If the applicant is other than the owner, the owner hereby grants permission for the applicant to act in his or her behalf, except where signatures of the owner of record are required, only the owner may sign the petition.

ASSESSOR'S MAP NO:	18-02-05-23	**TAX LOT NO(S):**	00202
Property Address:			
Area of Request:	**Acres:** 0.31	**Square Feet:**	
Existing Use(s) of Property:	Vacant		
Proposed Use of Property:	Residential		

Required Property Information	(City Intake Staff: Complete This Section)				
Case No.:		**Date:**		**Reviewed By: (initials)**	
Application Fee:		**Postage Fee:**		**Total Fee:**	

Owner Signatures

This application form is used for both the required pre-submittal meeting and subsequent complete application submittal. Owner signatures are required at both stages in the application process.

An application without the Owner's original signature will not be accepted.

Pre-Submittal

The undersigned acknowledges that the information in this application is correct and accurate for scheduling of the Pre- Submittal Meeting. If the applicant is not the owner, the owner hereby grants permission for the applicant to act in his/her behalf. I/we do hereby acknowledge that I/we are legally responsible for all statutory timelines, information, requests and requirements conveyed to my representative.

Owner:

_____ **Date:** _____

Signature

_____

Print

Submittal

I represent this application to be complete for submittal to the City. Consistent with the completeness check performed on this application at the Pre-Submittal Meeting, I affirm the information identified by the City as necessary for processing the application is provided herein or the information will not be provided if not otherwise contained within the submittal, and the City may begin processing the application with the information as submitted. This statement serves as written notice pursuant to the requirements of ORS 227.178 pertaining to a complete application.

Owner:

_____ **Date:** _____

Signature

Bruce Wiechert

Print

Application #: C SP 2009 - _____
For City Use Only

RECEIVED
JAN 19 2021
Lane County
Assessment & Taxation

FORM 1

PETITION/PETITION SIGNATURE SHEET
Annexation by Individuals
[SDC 5.7-125(2)(b)(i)/ORS 222.170(1)]

We, the following property owners of the following territory, consent to the annexation to the City of Springfield and concurrent annexation to Lane County Metropolitan Wastewater Service District and Willamalane Parks and Recreation District, as deemed necessary:

Signature	Date Signed m/d/y	Print Name	Residence Address *(street, city, zip code)*	Map and Tax Lot Number (example: 17-04-03-00-00100)	✓ Land Owner	Acres (qty)
1.	1/14/21	Bruce Wiechert		18-02-05-23-00202	X	0.31
2.						
3.						
4.						
5.						

Note: With the above signature(s), I am attesting that I have the authority to consent to annexation on my own behalf or on behalf of my firm or agency. *(Attach evidence of such authorization when applicable.)*

I, Joanne Wiechert *(printed name of circulator)*, hereby certify that every person who signed this sheet did so in my presence.

x _____ *(signature of circulator)*

CERTIFICATION OF OWNERSHIP

The total landowners in the proposed annexation are 1 *(qty)*. This petition reflects that 1 *(qty)* landowners *(or legal representatives)* listed on this petition represent a total of 100 *(%)* of the landowners and 100 *(%)* of the acres as determined by the map and tax lots attached to the petition. *A&T is not responsible for subsequent deed activity that may not yet be reflected on the A&T computerized tax roll.*

Lane County Department of Assessment and Taxation

1/19/2021
Date Signed and Certified

FORM 2

OWNERSHIP WORKSHEET

(This form is **NOT** the petition)

(Please include the name and address of ALL owners regardless of whether they signed an annexation petition or not.

OWNERS

Property Designation (Map/lot number)	Name of Owner	Acres	Assessed Value	Imp. Y / N	Signed Yes	Signed No
18-02-05-23-00202	BRUCE WIEGHORT CUSTOM HOMES, INC.	0.31				
	TOTALS:					

TOTAL NUMBER OF OWNERS IN THE PROPOSAL	1
NUMBER OF OWNERS WHO SIGNED	1
PERCENTAGE OF OWNERS WHO SIGNED	100
TOTAL ACREAGE IN PROPOSAL	.31
ACREAGE SIGNED FOR	.31
PERCENTAGE OF ACREAGE SIGNED FOR	100
TOTAL VALUE IN THE PROPOSAL	
VALUE CONSENTED FOR	
PERCENTAGE OF VALUE CONSENTED FOR	

FORM 3

SUPPLEMENTAL INFORMATION FORM

*(Complete **all** the following questions and provide all the requested information. Attach any responses that require additional space, restating the question or request for information on additional sheets.)*

Contact Person: Anthony Favreau

E-mail: favreaugroup@msn.com

Supply the following information regarding the annexation area.

- Estimated Population **(at present)**: 0
- Number of Existing Residential Units: 0
- Other Uses: Vacant
- Land Area: 0.31 total acres
- Existing Plan Designation(s): Low Density Residential
- Existing Zoning(s): Low Density Residential
- Existing Land Use(s): Vacant
- Applicable Comprehensive Plan(s): Low Density Residential
- Applicable Refinement Plan(s): Low Density Residential
- Provide evidence that the annexation is consistent with the applicable comprehensive plan(s) and any associated refinement plans.
  infill of low density residential
- Are there development plans associated with this proposed annexation?
  Yes _____ No x
  If yes, describe.
- Is the proposed use or development allowed on the property under the current plan designation and zoning?
  Yes x No _____
- Please describe where the proposed annexation is contiguous to the city limits (non-contiguous annexations cannot be approved under 5.7-140, Criteria).
  The subject properties abut the City limits to the west and north.

Does this application include all contiguous property under the same ownership?

Yes X _____ No _____

If no, state the reasons why all property is not included:

_____

_____

- Check the special districts and others that provide service to the annexation area:

☐ Glenwood Water District	☐ Rainbow Water and Fire District
☐ Eugene School District	☐ Pleasant Hill School District
☒ Springfield School District	☐ McKenzie Fire & Rescue
☐ Pleasant Hill RFPD	☐ Willakenzie RFPD
☐ EPUD	☒ SUB
☒ Willamalane Parks and Rec District	☐ Other _____

- Names of persons to whom staff notes and notices should be sent, in addition to applicant(s), such as an agent or legal representative.

Anthony Favreau	Bruce Wiechert Custom Homes, Inc.
(Name)	***(Name)***
3750 Norwich Ave.	3073 Skyview Ln.
(Address)	*(Address)*
Eugene, OR 97408	Eugene, OR 97405
(City) *(Zip)*	*(City)* *(Zip)*
_____	_____
(Name)	***(Name)***
_____	_____
(Address)	*(Address)*
_____	_____
(City) *(Zip)*	*(City)* *(Zip)*

FORM 4

WAIVER OF ONE YEAR TIME LIMIT FOR ANNEXATION PURSUANT TO ORS 222.173

This waiver of the time limit is for the following described property:

18-02-05-23-00202

Map and Tax Lot Number

Street Address of Property (if address has been assigned)

ONE WAIVER OF TIME LIMIT FOR EACH PARCEL, PLEASE

We, the owner(s) of the property described above understand the annexation process can take more than one year but desire to annex to have City services. Therefore, we agree to waive the one-year time limitation on this petition to annex established by Oregon Revised Statutes 222.173, and further agree that this contract shall be effective [X] indefinitely or [ ] until _____.

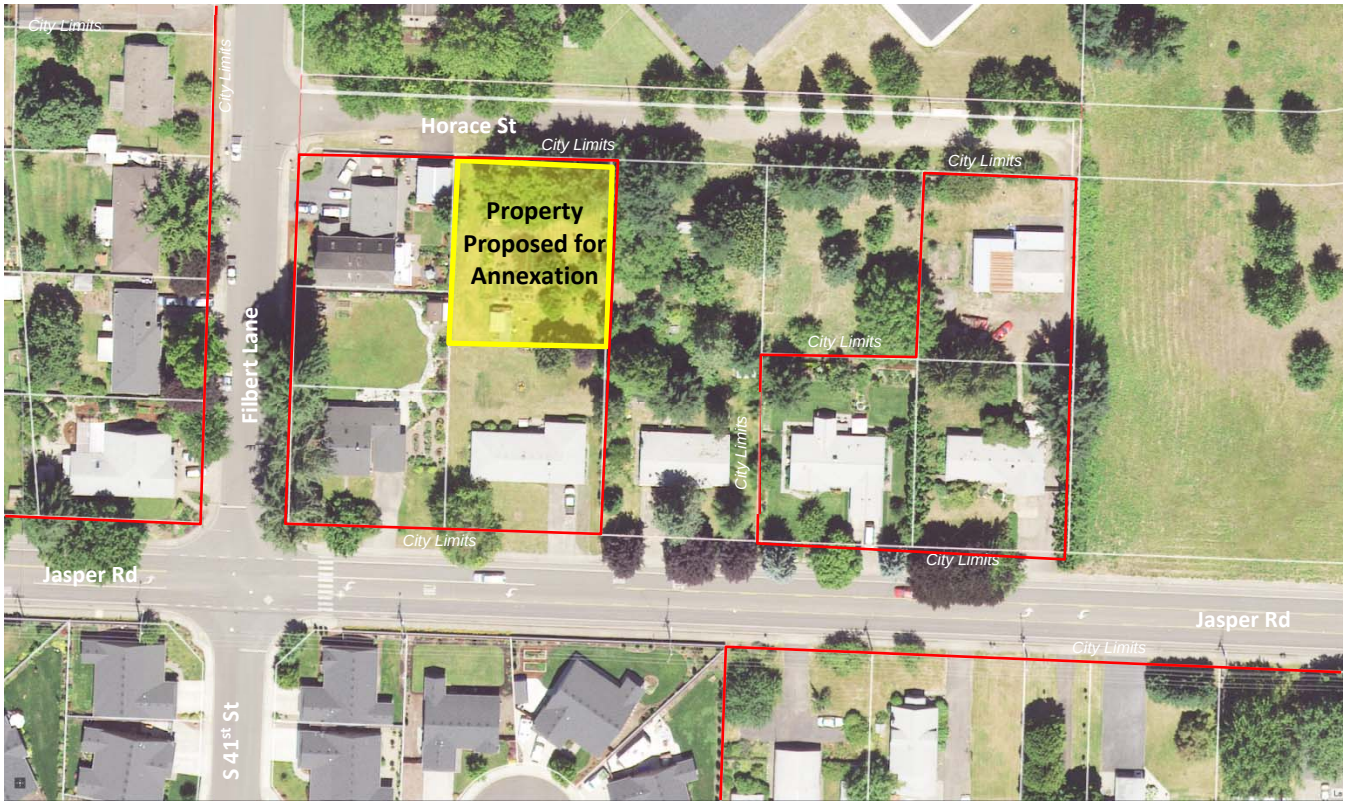
Date

Signatures of Legal Owners

Please print or type name	Signature	Date Signed
Bruce Wiechert		1/14/21

LCDG: L:\BC\2008 BOUNCHANGE TRANSITION\APPLICATION FORMS\SPRINGFIELD\10-03-08 UPDATED FORMS\PRE-SUBMITTAL ANNEXATION APPLICATION 10-07-08.DOC
Last Saved: January 19, 2016

TYPE IV – ANNEXATION
STAFF REPORT AND RECOMMENDATION



File Name: Bruce Weichert Horace Street Annexation

Applicant: Bruce Weichert Custom Homes, Inc.

Case Number: 811-21-000039-TYP4

Proposal Location: Parcel located southeast of the Horace Street and Filbert Lane, across from Mt. Vernon Elementary School (Assessor's Map 18-02-05-23, TL 202)

Current Zoning & Comprehensive Plan Designation: Medium Density Residential (MDR)

Applicable Comprehensive Plan: *Metro Plan* and *Springfield 2030 Refinement Plan*

Application Submittal Date: February 26, 2021

Associated Applications: 811-21-000011-PRE (Development Issues Meeting)

CITY OF SPRINGFIELD'S DEVELOPMENT REVIEW COMMITTEE

POSITION	REVIEW OF	NAME	PHONE
Project Manager	Planning	Melissa Cariño	541-744-4068
Transportation Planning Engineer	Transportation	Michael Liebler	541-736-1034
Public Works Civil Engineer	Streets and Utilities	Clayton McEachern	541-726-1036
Deputy Fire Marshal	Fire and Life Safety	Eric Phillips-Meadow	541-726-2293
Building Official	Building	Chris Carpenter	541-744-4153

Review Process (SDC 5.7-115): The subject annexation request is being reviewed under Type IV procedures, without Planning Commission consideration.

Development Issues Meeting (SDC 5.7-120): A Development Issues Meeting (DIM) is required of all public agency and private landowner-initiated annexation applications, unless waived by the Director.

Finding: A Development Issues Meeting for the subject annexation request was held on February 16, 2021 (Case 811-21-000011-PRE).

Conclusion: The requirement in SDC 5.7-120 is met.

Annexation Initiation and Application Submittal (SDC 5.7-125): In accordance with SDC 5.7-125.B.2.b.i and ORS 222.170(1), an annexation application may be initiated by "more than half the owners of land in the territory, who also own more than half the land in the contiguous territory and of real property therein representing more than half the assessed value of all real property in the contiguous territory consent in writing to the annexation of their land."

Finding: The property owner who owns all of the land and real property, and full assessed value of real property in the contiguous territory, has filed an application and petition requesting annexation to the City of Springfield (Attachment 2, Exhibit B).

Conclusion: The application requirements in SDC 5.7-125 have been met.

Site Information: The subject annexation area consists of rectangular-shaped property that is approximately 0.31 acres in size, mostly vacant but contains a small accessory structure. The property is located on the eastern side of Filbert Lane between Horace and Jasper Streets. The subject site's northern boundary is adjacent to the Horace Street right-of-way. The subject site is inside the Springfield Urban Growth Boundary (UGB) and is contiguous to the Springfield city limits along the northern and eastern boundaries. In 2019, concurrent with a previous annexation of the property directly to the east and southeast of the subject site (Tax Lots 203 & 204), the segment of Horace Street between Filbert Lane and the City limits line to the east has already been annexed.

Zoning for the property is Medium Density Residential (MDR) with an Urbanizable Fringe Overlay (UF-10) applied. According to the applicant's submittal, the primary purpose of the annexation request is to facilitate a future multi-unit residential property. The applicant is proposing to extend public utilities westward along Horace Street. A public sanitary sewer line would be extended eastward from an existing line located in Filbert Lane. The applicant will be responsible for improving the Horace Street frontage of the property at the time of future site development. For this reason, an Annexation Agreement has been prepared for execution by the applicant and the City that outlines the applicant's responsibilities and financial obligations for provision of public streets, utilities, and services to the property (Attachment 2, Exhibit D).

Existing public services are provided to the annexation area as follows: police (Lane County Sheriff,), schools (Springfield School District), roads (City of Springfield and Lane County), and Fire (Eugene/Springfield under contract with the Willakenzie Rural Fire Protection District). Springfield Utility Board (SUB) operates the existing electric and water utility infrastructure along the site frontage. Unincorporated properties in the vicinity are served by individual wells or, for certain properties, by SUB as the successor to the now-defunct Willamette Water District as there is no rural water district serving this area of south Springfield. Upon annexation, the City of Springfield will be responsible for all urban services, including sewer, water (through SUB), electricity (through SUB), and police/fire response to the subject area.

Notice Requirements (SDC 5.7-130): Consistent with SDC 5.7-130, notice was provided as follows:

Mailed Notice. Notice of the annexation application was mailed March 19, 2021, which is at least 14 days prior to the public hearing date, to the affected property owner(s); owners and occupants of properties located within 300 feet of the perimeter of the proposed annexation territory; affected special districts and all other public utility providers; and the Lane County Land Management Division, Lane County Elections, and the Lane County Board of Commissioners. The list of recipients of the mailed notice is included with the Affidavit of Mailing for this annexation application and is retained as part of the public record for Planning Case 811-21-000039-TYP4.

Newspaper Notice. Notice of the April 5th and April 19th City Council meetings was published in *The Register-Guard* on both March 21, 2021, and March 31, 2021.

Posted Notice. Two notices of the April 5, 2021 public hearing were also posted along the subject property frontage on Horace Street, on the City of Springfield website on March 17, 2021, as well as on the Digital Screen in City Hall on March 26, 2021.

Finding: Upon annexation of the subject territory to the City, the underlying Medium Density Residential zoning will be retained, but the Urbanizable Fringe Overlay District (UF-10) will no longer apply. Due to this change, the Oregon Department of Land Conservation and Development (DLCD) was notified in writing of the annexation proceedings prior to the public hearing. Notification to DLCD regarding the proposed annexation was sent on March 1, 2021.

Conclusion: Notice of the public hearing was provided consistent with SDC 5.7-130.

Recommendation to City Council (SDC 5.7-135): The Director shall forward a written recommendation on the annexation application to the City Council based on the approval criteria specified in Section 5.7-140, which are provided as follows with the SDC requirements, findings, and conclusions. The Director's recommendation follows SDC 5.7-140, Criteria.

Criteria (SDC 5.7-140): The application may be approved only if the City Council finds that the proposal conforms to the following criteria:

A. The affected territory proposed to be annexed is within the City's urban growth boundary; and is
   1. Contiguous to the city limits; or
   2. Separated from the City only by a public right of way or a stream, lake or other body of water.

Finding: The subject annexation territory is located within the acknowledged urban growth boundary (UGB) of the Eugene-Springfield Metropolitan Area General Plan (*Metro Plan*) and as more specifically detailed in the adopted *Springfield 2030 Refinement Plan – Urbanization Element*. The property requested for annexation abuts the Springfield city limits along its northern and eastern boundaries. Therefore, this annexation application meets the statutory definition of contiguity as found in ORS 222.111(1).

Conclusion: The proposal meets and complies with criterion A(1), Subsection 5.7-140.

B. The proposed annexation is consistent with applicable policies in the Metro Plan and in any applicable refinement plans or Plan Districts;

Finding: The *Metro Plan* was acknowledged by the Land Conservation and Development Commission (LCDC) in August 1982 and has been subsequently amended. The annexation area is located within the acknowledged UGB of the *Metro Plan* and as more specifically delineated by the *Springfield 2030 Refinement Plan*. Territory within the delineated UGB ultimately will be within the City of Springfield.

Finding: The territory requested for annexation is entirely within the City's acknowledged UGB.

Finding: In December 2016, Springfield adopted the *Springfield 2030 Refinement Plan - Urbanization Element* as Springfield's comprehensive plan in compliance with Statewide Planning Goal 14, Urbanization. The *Urbanization Element* explicitly retains the *Metro Plan*'s long-standing urbanization policy criteria for approving annexations. The *Urbanization Element* is effective but has yet to be acknowledged.

Finding: Under OAR 660-014-0070, "all appropriate goals must be applied during annexation by the city" of lands not subject to an acknowledged comprehensive plan. Goal 14 is appropriate to apply to this annexation because the *Urbanization Element* is unacknowledged. No other Statewide Planning Goals are directly applicable to this annexation because acknowledged provisions of the *Springfield 2030 Refinement Plan* or *Metro Plan* implement all other relevant goals. Because the subject property is within the acknowledged urban growth boundary, the provisions of Goal 14 regarding establishment of the urban growth boundary and land need are not applicable to this annexation.

Finding: Goal 14, OAR 660-015-0000(14) "Urbanizable Land" states, "Land within urban growth boundaries shall be considered available for urban development consistent with plans for the provision of urban facilities and services." The proposed annexation complies with Goal 14 because key urban facilities and services can be provided in an orderly, efficient, and timely manner as explained further under Criterion C below.

Finding: The territory requested for annexation is within an area that is zoned and designated for Medium Density Residential (MDR) use. The adopted elements of the *Springfield 2030 Refinement Plan* apply to areas within the Springfield UGB, particularly the *Urbanization Element* adopted by Ordinance 6361. There are no proposed changes to the current zoning or plan designation for the property, although the Urbanizable Fringe (UF-10) overlay will be effectively removed upon annexation.

Finding: The continued annexation of properties to the City of Springfield is consistent with Policies 27 and 29 of the *Springfield 2030 Refinement Plan – Urbanization Element*, which will result in the elimination of special districts within the urbanizable area. The *Metro Plan* and the *Springfield 2030 Refinement Plan – Urbanization Element* recognize that as annexations to the City occur, the special district service areas will diminish incrementally and eventually will be dissolved.

Finding: The territory requested for annexation is currently within the service area of Willakenzie Rural Fire Protection District. The rural fire district has a service arrangement with Eugene/Springfield for provision of fire response to unincorporated areas of south Springfield. After the public hearing and upon Council adoption of the annexation Ordinance, the annexation area will be withdrawn from the Willakenzie Rural Fire Protection District consistent with ORS 222.520 and 222.524 and the combined fire and life safety departments of the Cities of Eugene & Springfield will provide fire protection service directly to the annexation area.

Finding: In accordance with Policy 33 of the *Springfield 2030 Refinement Plan – Urbanization Element*, SUB is the exclusive water service provider within the Springfield city limits.

Finding: In accordance with Policy 34 of the *Springfield 2030 Refinement Plan – Urbanization Element*, when unincorporated territory within the UGB is provided with any new urban service, that service shall be provided by one of the following methods in this priority order: a) Annexation to City; or b) Contractual annexation agreements with City.

Finding: In accordance with Policy 35 of the *Springfield 2030 Refinement Plan – Urbanization Element*, the City shall not extend water or wastewater service outside city limits to serve a residence or business without first obtaining a valid annexation petition, a consent to annex agreement, or when a health hazard abatement annexation is required.

Finding: The requested annexation is to facilitate future subdivision of the property and construction of multi-family residential dwellings. Public sanitary sewer service is available just west of the subject property near the intersection of Filbert Lane and Horace Street. The applicant will be required to extend the public sewer line eastward along Horace Street to serve the subject site and adjacent properties (in the future, upon annexation).

Finding: The property owner submitted an application for annexation to the City (Attachment 2, Exhibit B), and

an Annexation Agreement (Attachment 2, Exhibit D) has been prepared for execution by the City and applicant.

Conclusion: The proposal meets and complies with criterion B, Subsection 5.7-140.

C. The proposed annexation will result in a boundary in which the minimum level of key urban facilities and services as defined in the Metro Plan can be provided in an orderly efficient and timely manner; and

Finding: In accordance with Policy 29 of the *Springfield 2030 Refinement Plan – Urbanization Element*, annexation shall continue to be a prerequisite for urban development and the delivery of City services in accordance with the Springfield Comprehensive Plan and Springfield Development Code.

Finding: In accordance with Policy 31 of the *Springfield 2030 Refinement Plan – Urbanization Element*, key urban facilities and services are defined as wastewater service; stormwater service; transportation; solid waste management; water service; fire and emergency medical services; police protection; citywide park and recreation programs; electric service; land use controls; communication facilities; and public schools on a districtwide basis.

Finding: In accordance with Policy 32 of the *Springfield 2030 Refinement Plan – Urbanization Element*, urban services provided by the City upon annexation to Springfield include storm and sanitary sewer; water; transportation systems; police and fire protection; planning, building, code enforcement and library services; and public infrastructure maintenance of City owned or operated facilities.

Finding: The territory requested for annexation is contiguous with the City limits along its northern and eastern boundaries. Urban utilities have been extended along adjacent public streets and are available to serve the subject property, adjacent properties, and areas beyond the annexation territory. Therefore, the urban service delivery systems are already available and in place or can be logically extended from points in the vicinity to serve the subject property. In addition to urban utilities, the following facilities and services are either available or can be extended to this annexation area:

Water – The Springfield Utility Board operates the public water utility system within incorporated areas of south Springfield. As noted above, SUB is the exclusive water service provider for properties within the City limits. Upon annexation, the applicant will be eligible for extension of public water lines necessary to serve the planned subdivision of the property.

Electricity – SUB Electric provides service to the neighborhoods in south Springfield that are located to the north of the Mt. Vernon Road alignment. SUB owns and maintains electrical system infrastructure along South 42nd Street, Jasper Road, and within the adjacent neighborhood. Existing electrical system infrastructure within the public rights-of-way will continue to be maintained by the affected utility provider.

Police Services – Springfield Police Department currently provides service to areas of south Springfield that are already inside the City limits. The annexation territory is currently within the jurisdiction of the Lane County Sheriff's Department. Upon annexation, this area will receive Springfield Police services on an equal basis with other properties inside the City.

Fire and Emergency Services – Fire protection is currently provided to the annexation area by Eugene/Springfield Fire Department under contract with the Willakenzie Rural Fire Protection District. Upon annexation, the Eugene/Springfield Fire Department will continue to provide fire and emergency services to the subject territory.

Emergency medical transport (ambulance) services are provided on a regional basis by the Eugene/Springfield Fire Department, and Lane Rural Fire/Rescue to central Lane County. The annexation area will continue to receive this service consistent with the adopted ambulance service area (ASA) plan. Mutual aid agreements have been adopted by the three regional ASA providers to provide backup coverage for each other's jurisdictions.

Parks and Recreation – Park and recreation services are provided to the City of Springfield by the Willamalane Park & Recreation District. The park district operates several indoor recreation facilities, such as the Willamalane Park Swim Center, Lively Park Swim Center, Bob Keefer Center for Sports and Recreation, and Willamalane Adult

Activity Center. The park district offers various after-school and other programs for children at schools and parks throughout the community. Also available are pathways and several categories of parks, including community parks, sports parks, special use parks, and natural area parks.

Concurrent with annexation to the City of Springfield, the subject property will be annexed to the Willamalane Park & Recreation District consistent with City policy, an intergovernmental agreement between the City of Springfield and Lane County, and the adopted Willamalane Comprehensive Plan.

Library Services – Upon annexation to the City of Springfield, the subject area will be served by the Springfield Public Library.

Schools – The Springfield School District serves this area of south Springfield. Based on the planned subdivision of the subject property and construction of residential dwellings, it is expected that the annexation territory could generate permanent residents and a school-age population in the future. The proposed annexation territory is adjacent to Mt. Vernon Elementary School which is located on the northeast corner of Filbert Lane at Horace Street. The Springfield School District has capacity to serve the annexation area in its current configuration and upon development of multi-family housing on the property.

Sanitary Sewer – The annexation territory does not contain existing public sanitary sewer lines but connection points are available in the immediate vicinity. Staff advises that the most feasible connection point is just west of the site near the intersection of Filbert Lane and Horace Street. As detailed in the Annexation Agreement, the applicant will be responsible for extension of public sanitary sewer lines necessary to serve the planned residential subdivision on the property.

Stormwater – The subject annexation territory is not currently served by public stormwater management systems except for the improved Jasper Road frontage. Extension and expansion of the public stormwater system will occur concurrently with construction of public street improvements and utilities necessary to serve a residential subdivision on the property as specified in Exhibit D, the Annexation Agreement.

Streets – The subject annexation area abuts Jasper Road, which has been developed to urban standards with curb, gutter and sidewalk, lane striping, street trees, and street lighting. The northern edge of the annexation area abuts Horace Street, which is not currently annexed and developed to urban standards. The full length of non-annexed Horace Street right-of-way between Filbert Lane and the City limits line to the east is proposed for annexation concurrently with the subject property. With annexation and development of a residential subdivision on the property, the applicant will be responsible for improving the segment of Horace Street along the northern boundary.

Solid Waste Management – The City and Sanipac have an exclusive franchise arrangement for garbage service inside the City limits. Upon annexation, solid waste disposal service would be provided by Sanipac.

Communication Facilities – Various providers offer both wired and wireless communication services in the Eugene-Springfield metropolitan area. Existing providers and those entering the market have the capability to provide service to this area.

Land Use Controls – The annexation area is within Springfield's urban growth boundary. Through an intergovernmental agreement between Lane County and the City of Springfield, the City already has planning and building jurisdiction for unincorporated areas of Springfield. The City will continue to administer land use controls after annexation.

Finding: The minimum level of key urban facilities and services, as outlined in the adopted *Metro Plan* and the *Springfield 2030 Refinement Plan – Urbanization Element* are immediately available to the site.

Conclusion: The proposal meets and complies with criterion C, Subsection 5.7-140.

D. Where applicable, fiscal impacts to the City have been mitigated through an Annexation Agreement or other mechanism approved by the City Council.

Finding: The area proposed for annexation is a parcel is mostly vacant with an existing small accessory structure. An Annexation Agreement (Attachment 2, Exhibit D) has been prepared that outlines the applicant's financial responsibility for provision of public streets and utilities necessary to serve the property, including extension of public sanitary sewer. The Annexation Agreement will need to be executed by both the applicant and City for the annexation action to be concluded. Upon annexation and approval of a Public Improvement Permit for the project, the property owner will be responsible for the cost of constructing the public improvements necessary to serve a multi-unit residential development of the property. Therefore, any potential fiscal impacts to the City will be mitigated by the executed Annexation Agreement.

Conclusion: The proposal meets and complies with criterion D, Subsection 5.7-140.

Finding: On April 5, 2021, the City Council conducted a Public Hearing for the subject annexation request and gave first reading to the Annexation Ordinance. No written or verbal testimony was provided at the public hearing aside from the staff presentation and questions from Councilors. Based on the staff analysis and recommendations, and on testimony provided at the Public Hearing, the City Council can now take action to approve, modify, or deny the Annexation Ordinance.

Withdrawal from Special Service Districts (SDC 5.7-160): Withdrawal from special districts may occur concurrently with the approved annexation Ordinance or after the effective date of the annexation of territory to the City. The Director shall recommend to the City Council for consideration of the withdrawal of the annexed territory from special districts as specified in ORS 222. In determining whether to withdraw the territory, the City Council shall determine whether the withdrawal is in the best interest of the City. Notice of the withdrawal shall be provided in the same manner as the annexation notice in Section 5.7-150.

Finding: The annexation area is within the delineated service territory of SUB (electric and water) and the Willakenzie Rural Fire Protection District (contracted fire response). The Cities of Eugene/Springfield will provide fire and emergency services after annexation, and the City of Springfield by and through the Springfield Utility Board will continue to provide water and electric service after annexation. Consistent with SDC 5.7-160, notice was provided, a public hearing was held, and the City Council determined that withdrawal from the Willakenzie Rural Fire Protection District concurrently with annexation of the territory to the City of Springfield was in the best interest of the City. The withdrawal from the Willakenzie Rural Fire Protection District is necessary to implement Policies 31 and 32 of the *Springfield 2030 Refinement Plan – Urbanization Element* whereby annexation is prioritized for the City of Springfield to provide urban services to its incorporated territory, and existing special service districts within the City's UGB are to be dissolved over time.

DIRECTOR'S RECOMMENDATION: The proposal complies with the annexation criteria of approval listed in SDC 5.7-140, and Council is within its authority to approve annexation of the subject territory to the City of Springfield and Willamalane Park and Recreation District and withdrawal of the subject territory from the Willakenzie Rural Fire Protection District.

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made between the City of Springfield, an Oregon municipal corporation ("City") and Bruce Weichert (APPLICANT, current property owner).

RECITALS

A. APPLICANT owns the parcel(s) of land legally described in Exhibit A, the Property, and shown on the map attached as Exhibit B. The property is proximate to the jurisdictional limits of the City and is subject to annexation by the City of Springfield following minor boundary change processes.

B. APPLICANT has submitted to the City a request for an Annexation Agreement, dated February 23, 2021, for Assessor's Map No. 18-02-05-23, Tax Lots 00202.

C. APPLICANT wishes to annex the Property to the City and seeks support from the City for the annexation.

D. The Property is currently designated as Medium Density Residential (MDR) on the Metro Plan and is zoned MDR with Urbanizable Fringe Overlay (UF-10) according to the Springfield Zoning Map.

E. Annexation of the Property requires a showing under Section 5.7-140.C of the Springfield Development Code (SDC) that the Property can be provided with the minimum level of key urban facilities and services as defined in the *Springfield 2030 Refinement Plan – Urbanization Element*, Policies 31 and 32 and such showing is supported by the substantial evidence in the record of the proceeding on this annexation. City staff has determined the minimum level of key urban services is available to the Property at 4050 Jasper Road with the improvements completed as required by this agreement.

F. The purpose of this Agreement is to memorialize APPLICANT's and City's commitment and agreement to the allocation of financial responsibility for public facilities and services for the Property and other users of the facilities, sufficient to meet the City's requirements for the provision of key urban services, including long term public sanitary sewer, stormwater management systems, interconnected transportation systems, and Fire and Life Safety services necessary for an affirmative City recommendation for the annexation request.

After Recording, Return to:

City of Springfield
Development & Public Works Department
Attn: Engineering Division
225 Fifth Street
Springfield, OR 97477

Place Bar Code Sticker Here:

new structure on the Property, APPLICANT shall bear the full cost and obligation to design and construct the following public infrastructure systems, including but not limited to associated studies, easements, engineering costs, permit applications and fees, legal costs, construction and inspection costs, and the preparation of As-built Plans, in accordance with the requirements of Chapter 12 of the City's *Engineering Design Standards and Procedures Manual* (EDSPM) using the Public Improvement Project (PIP) process.

1.3.1. On-site public sanitary sewer conveyance systems to provide sanitary sewer service to the development in an orderly and efficient manner, such that development of the Property is served as well as tributary sanitary sewer service areas within the Springfield Urban Growth Boundary (UGB). The boundary tributary service areas will be to the east of the property boundary to be extended by future development along Horace Street.

1.3.1.1. Sewer service to this property will require extension of an existing sanitary main at the western end of Horace Street near the northwest boundary corner of this property. The line currently terminates in a cleanout. The line will be extended to the eastern edge of TL 18-02-05-23-00202 where it will be terminated in a cleanout. Laterals will be extended to the south as determined during the PIP design process.

1.3.2. Stormwater management systems to collect, treat, convey, detain as deemed necessary, and discharge stormwater from the Property into the public stormwater lines, as shown in Exhibit B.

1.3.3. On-site and off-site public street systems to provide for the logical and orderly extension of the following public streets:

1.3.3.1. Full width improvements of Horace Street that match the built or planned improvements to the east (part of the Jasper Junction Development) in pavement width, curb and gutter, Street Trees, Street Lights and sidewalk.

1.4. Prior to Public Improvement Plan approval by the City, for any portion of the Property, APPLICANT will provide financial security acceptable to the City for all costs associated with the developing and constructing the public infrastructure necessary to support development of the Property.

1.5. APPLICANT is directed to Paragraph 12 of this Agreement concerning current requirements in relation to regulations of the Bureau of Labor and Industries (BOLI) and the payment of prevailing rate of wage. The cost of all construction to be competed which the City interprets as being occupied or used by a public agency shall be estimated based upon the prevailing rate of wage, and financial security shall be adequate to provide for the payment of said prevailing rate of wage.

1.6. Provide and be financially responsible for the provision of any additional urban facilities and services identified during the review and approval of the Subdivision Tentative Plan

and/or the PIP Plans as necessary to serve the development of the Property, including the construction and maintenance thereof.

1.7. In determining APPLICANT's share of costs for the improvements described in this Agreement, the full cost for the provision of the improvements at the time of construction shall be used. For the purposes of this Agreement, the full cost shall include design, construction, acquisition of land and/or easements, studies, permits from all agencies having jurisdiction, attorney's fees, and all other costs reasonably associated with the implementation of the needed improvements.

2. Obligations of City. Consistent with the above Recitals, City agrees to:

2.1 Initiate and support annexation of the Property to the City before the Common Council and support APPLICANT's defense of any appeal of a decision to the City. However, the City will not assume any financial responsibility to provide legal counsel on appeal.

2.2 Conduct the timely review and decision making of the Subdivision Tentative Plan, Subdivision Plat, and Public Improvement Plan applications in accordance with City procedures for the development of the Property.

3. Covenants Running With the Land. It is the intention of the parties that the covenants herein are necessary for the annexation and development of the Property and as such shall run with the Property and shall be binding upon the heirs, executors, assigns, administrators, and successors of the parties hereto, and shall be construed to be a benefit to and burden upon the Property. This Agreement shall be recorded, at APPLICANT's expense, upon its execution in the Lane County Deeds and Records. This Agreement may be assigned by APPLICANT and shall benefit any assigns or successors in interest to APPLICANT. Execution of this Agreement is a precondition to the support of the City for annexation of the Property described in Exhibit A to the City. Accordingly, the City retains all rights for enforcement of this Agreement.

4. Limitations on the Development. No portion of the Property shall be developed prior to the approval of a Subdivision Tentative Plan or Final Site Plan and Public Improvement Plans for the sanitary sewer system, stormwater management system, and transportation system for the proposed development.

5. Mutual Cooperation. City and APPLICANT shall endeavor to mutually cooperate with each other in implementing the various matters contained herein.

6. Waiver of Right of Remonstrance. APPLICANT agrees to sign any and all waivers, petitions, consents and all other documents necessary to obtain the public facilities and services described herein as benefiting the Property, under any Improvement Act or proceeding of the State of Oregon, Lane County or the City and to waive all rights to remonstrate against these improvements. APPLICANT does not waive the right to protest the amount or manner of spreading the assessment thereof, if the assessment appears to APPLICANT to be inequitable or operate unfairly upon the Property. APPLICANT waives any right to file a written remonstrance against these improvements. APPLICANT does not waive its right to comment upon any proposed Local Improvement District (LID) or any related matters orally or in writing.

7. Modification of Agreement. This Agreement may only be modified in writing signed by both parties. Any modifications to this Agreement shall require the approval of the Springfield Common Council. This Agreement shall not be modified such that the minimum level of key urban facilities and services as defined in the *Springfield 2030 Refinement Plan – Urbanization Element*, Policies 31 and 32 and as required herein are not provided in a timely manner to the Property.

8. Land Use. Nothing in this Agreement shall be construed as waiving any requirements of the Springfield Development Code or Springfield Municipal Code which may be applicable to the use and development of this Property. Nothing herein shall be construed as City providing or agreeing to provide approval of any building, land use, or other development application or Land and Drainage Alteration Program (LDAP) permit application submitted by APPLICANT. APPLICANT is responsible for obtaining, at APPLICANT's expense, all State and/or Federal permits and any other approvals as may be required.

9. Dolan. APPLICANT knows and understands its rights under Dolan v. City of Tigard (512 U.S.___114 S. Ct. 2309, 1994) and by entering into this Agreement hereby waives any requirement that the City demonstrate the public improvements and other obligations of APPLICANT, for payments, financial responsibility and reimbursements set forth in Section 1, required herein, are roughly proportional to the burden and demands placed upon the urban facilities and services by the development and to the impacts of the development of the Property. APPLICANT further waives any cause of action it may have pursuant to Dolan v. City of Tigard and cases interpreting the legal effect of Dolan arising out of the actions described herein.

10. Ballot Measure 37. APPLICANT knows and understands any rights it may have under Oregon Revised Statutes (ORS) Chapter 197 as amended by Ballot Measure 37 passed November 2, 2004. APPLICANT for itself and its heirs, executors, assigns, administrators and successors hereby waives any claim or cause of action it may have under such ORS provisions against the City.

11. Invalidity. If any provision of this Agreement shall be deemed unenforceable or invalid, such enforceability or invalidity shall not affect the enforceability or validity of any other provision of this Agreement. The validity, meaning, enforceability, and effect of the Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Oregon.

12. BOLI/Prevailing Wage Rate. The APPLICANT will require, as a condition of any contract for construction of the public improvements described in Sections 1.3, 1.4, and 1.5, that the specifications for such contract shall contain a provision:

    A. complying with the provisions of ORS 279C.830, with respect to the payment of the prevailing rate of wage;
    B. requiring that each and every contractor or subcontractor shall file such bonds as may be required under ORS 279C.836;
    C. requiring that any contractor or subcontractor shall comply with each and every provision of ORS279C.800 – 870, with respect to such PROJECT.

Any and all cost estimates shall be prepared on the basis of prevailing rates of wage.

DATED this 24 day of March, 2021.

IN WITNESS WHEREOF, the APPLICANT and City have executed this Agreement as of the date first herein above written.

APPLICANT

OWNER

STATE OF OREGON
COUNTY OF LANE } SS

BE IT REMEMBERED that on this 24 day of March, 2021 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Bruce Wiechert whose identity was proved to me on the basis of satisfactory evidence and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

NOTARY PUBLIC FOR OREGON

OFFICIAL STAMP
SARAH MICHELLE PETERSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 969584
MY COMMISSION EXPIRES DECEMBER 20, 2021

12-20-21
MY COMMISSION EXPIRES

_____ _____
OWNER

STATE OF OREGON
COUNTY OF LANE } SS

BE IT REMEMBERED that on this 26th day of March, 2021 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Bruce Wiechert whose identity was proved to me on the basis of satisfactory evidence and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

OFFICIAL STAMP
SARAH MICHELLE PETERSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 969584
MY COMMISSION EXPIRES DECEMBER 20, 2021

_____
NOTARY PUBLIC FOR OREGON

12-20-21
MY COMMISSION EXPIRES

CITY OF SPRINGFIELD

By: _____
Nancy Newton, City Manager

STATE OF OREGON
COUNTY OF LANE } SS

BE IT REMEMBERED that on this _____ day of _____, 20___ before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Nancy Newton whose identity was proved to me on the basis of satisfactory evidence and who by me duly sworn, did say that he is the City Manager of the within named municipal corporation and does acknowledge said instrument to be the free act and deed of said municipal

the seal affixed to said instrument is the Corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its Common Council.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
NOTARY PUBLIC FOR OREGON

_____
MY COMMISSION EXPIRES

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:	4/19/2021
Meeting Type:	Regular Meeting
Staff Contact/Dept.:	Robin Holman - DPW
Staff Phone No:	541-726-3662
Estimated Time:	Consent Calendar
Council Goals:	Mandate

ITEM TITLE:	LIQUOR LICENSE APPLICATION FOR A NEW OUTLET FOR TIKI BROTHERS LLC, DBA: THE MONKEY'S PAW.
ACTION REQUESTED:	Endorsement of OLCC Liquor License Application for The Monkey's Paw, located at 420 Main Street Springfield, OR 97477.
ISSUE STATEMENT:	The owner of Tiki Brothers LLC has requested the City Council to endorse its OLCC Liquor License Application.
ATTACHMENTS:	Attachment 1: OLCC Liquor License Application.
DISCUSSION/ FINANCIAL IMPACT:	The license endorsement for Tiki Brothers LLC, DBA: The Monkey's Paw is for a New Outlet with Full On-Premises Sales. The license application has been reviewed and approved by the appropriate City Departments.

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1st Location	Date application received and/or date stamp: 3/18/2021
Brewery Additional location (2nd) ☐ (3rd) ☐	
☐ Brewery-Public House (BPH) 1st location	Name of City or County:
BPH Additional location (2nd) ☐ (3rd) ☐	
☐ Distillery	Recommends this license be:
☒ Full On-Premises, Commercial	☐ Granted ☐ Denied
☐ Full On-Premises, Caterer	By:
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	Date:
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	**OLCC USE ONLY**
☐ Grower Sales Privilege (GSP) 1st location	**Date application received:** 3/12/21
GSP Additional location (2nd) ☐ (3rd) ☐	
☐ Limited On-Premises	**Date application accepted:** 3/17/21
☐ Off-Premises	
☐ Warehouse	
☐ Wholesale Malt Beverage & Wine	
☐ Winery 1st Location	**License Action(s):** N/O
Winery Additional location (2nd) ☐ (3rd) ☐ (4th) ☐ (5th) ☐	

2. Identify the applicant(s) applying for the license(s). ***ENTITY (example: corporation or LLC) or INDIVIDUAL(S)***[1] applying for the license(s):

Tiki Brothers LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)

The Monkey's Paw

4. Business Address (Number and Street Address of the Location that will have the liquor license)

420 Main St

City	County	Zip Code
Springfield	LANE	97477

[1] **Read the instructions on page 1 *carefully.*** If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) The Monkey's Paw			
6. Does the business address currently have an OLCC liquor license? ☐ YES ☒ NO			
7. Does the business address currently have an OLCC marijuana license? ☐ YES ☒ NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in OAR 845-004-0065[1].) 535 14th st			
City springfield	State oregon	Zip Code 97477	
9. Phone Number of the Business Location TBD	**10.** Email Contact for this Application and for the Business monkeyspaweugene@gmail.com		
11. Contact Person for this Application Teren Baker	Phone Number 541-653-2361		
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one ***INDIVIDUAL who is authorized to sign for the entity*** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. ***Applicants are still responsible for all information on this form.***

Teren Baker	Teren Baker Digitally signed by Teren Baker Date: 2021.03.07 11:48:46 -08'00'	03/07/2021	
App. #1: (PRINT NAME)	**App #1: (SIGNATURE)**	**App #1: Signature Date**	Atty. Bar Information (if applicable)
~~Jameson Cowman~~	Jameson Cowman Digitally signed by Jameson Cowman Date: 2021.03.07 11:50:37 -08'00'	~~03/07/2021~~	
App. #2: (PRINT NAME)	**App #2: (SIGNATURE)**	**App #2: Signature Date**	Atty. Bar Information (if applicable)
~~Michael Mapa~~	~~Michael Mapa~~ Digitally signed by Michael Mapa Date: 2021.03.07 11:52:15 -08'00'	~~03/07/2021~~	
App. #3: (PRINT NAME)	**App #3: (SIGNATURE)**	**App #3: Signature Date**	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	**App #4: (SIGNATURE)**	**App #4: Signature Date**	Atty. Bar Information (if applicable)

OREGON LIQUOR CONTROL COMMISSION

BUSINESS INFORMATION

Please Print or Type

Applicant Name: Tiki Brothers LLC Phone: TBD

Trade Name (dba): The Monkey's Paw

Business Location Address: 420 Main St

City: Springfield ZIP Code: 97477

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	12:00 pm	to	1:00 am
Monday	12:00 pm	to	1:00 am
Tuesday	12:00 pm	to	1:00 am
Wednesday	12:00 pm	to	1:00 am
Thursday	12:00 pm	to	1:00 am
Friday	12:00 pm	to	1:00 am
Saturday	12:00 pm	to	1:00 am

Outdoor Area Hours:

Sunday	12:00 pm	to	1:00 am
Monday	12:00 pm	to	1:00 am
Tuesday	12:00 pm	to	1:00 am
Wednesday	12:00 pm	to	1:00 am
Thursday	12:00 pm	to	1:00 am
Friday	12:00 pm	to	1:00 am
Saturday	12:00 pm	to	1:00 am

The outdoor area is used for:

- ☒ Food service Hours: 12:00 pm to 1:00 am
- ☒ Alcohol service Hours: 12:00 pm to 1:00 am
- ☒ Enclosed, how Tall fence in rear of patio with an opening ~~and 3 ft walls with opening at front~~ of patio

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- ☒ Live Music
- ☐ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Nude Entertainers
- ☒ Karaoke
- ☐ Coin-operated Games
- ☐ Video Lottery Machines
- ☐ Social Gaming
- ☒ Pool Tables
- ☐ Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday		to	
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday	7pm	to	10 pm
Saturday	7 pm	to	10 pm

SEATING COUNT

Restaurant: 60 Outdoor: 38

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: 98

OLCC USE ONLY

Investigator Verified Seating: ____(Y) ____(N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Teren S Baker **Date:** 03/15/2021

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)

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:	4/19/2021
Meeting Type:	Regular Meeting
Staff Contact/Dept.:	Robin Holman - DPW
Staff Phone No:	541-726-3662
Estimated Time:	Consent Calendar
Council Goals:	Mandate

ITEM TITLE:	LIQUOR LICENSE APPLICATION FOR A CHANGE OF OWNERSHIP FOR MAD DOG INC, DBA: TIME OUT TAVERN.
ACTION REQUESTED:	Endorsement of OLCC Liquor License Application for Time Out Tavern, located at 5256 Main St. Springfield, OR 97478.
ISSUE STATEMENT:	The owner of Mad Dog Inc has requested the City Council to endorse its OLCC Liquor License Application.
ATTACHMENTS:	Attachment 1: OLCC Liquor License Application.
DISCUSSION/ FINANCIAL IMPACT:	The license endorsement for Mad Dog Inc, DBA: Time Out Tavern is for a Change of Ownership with Full On-Premises and Off-Premises Sales. The license application has been reviewed and approved by the appropriate City Departments.

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1st Location	Date application received and/or date stamp:
Brewery Additional location (2nd) ☐ (3rd) ☐	3/29/2021
☐ Brewery-Public House (BPH) 1st location	Name of City or County:
BPH Additional location (2nd) ☐ (3rd) ☐	
☐ Distillery	Recommends this license be:
☒ Full On-Premises, Commercial	☐ Granted ☐ Denied
☐ Full On-Premises, Caterer	By:
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	Date:
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	**OLCC USE ONLY**
☐ Grower Sales Privilege (GSP) 1st location	**Date application received:** 3/17/21
GSP Additional location (2nd) ☐ (3rd) ☐	
☐ Limited On-Premises	**Date application accepted:** 3/26/21
☒ Off-Premises	
☐ Warehouse	
☐ Wholesale Malt Beverage & Wine	
☐ Winery 1st Location	**License Action(s):**
Winery Additional location (2nd) ☐ (3rd) ☐ (4th) ☐ (5th) ☐	C/D, C/TN & A/Priv

2. Identify the applicant(s) applying for the license(s). ***ENTITY (example: corporation or LLC) or INDIVIDUAL(S)***[1] applying for the license(s):

Mad Dog Inc.

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)
Time Out Tavern

4. Business Address (Number and Street Address of the Location that will have the liquor license)
5256 Main St.

City	County	Zip Code
Springfield	Lane	97478

[1] **Read the instructions on page 1 *carefully*.** If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Time Out Tavern			
6. Does the business address currently have an OLCC liquor license? ☒ YES ☐ NO			
7. Does the business address currently have an OLCC marijuana license? ☐ YES ☒ NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in OAR 845-004-0065[1].) 3804 Kathryn Ave Unit A			
City Springfield	State Oregon	Zip Code 97478	
9. Phone Number of the Business Location 541 746-2148	**10.** Email Contact for this Application and for the Business Chris@oregoncreativesolutions.com		
11. Contact Person for this Application Christopher Craig	Phone Number 541-543-3324		
Contact Person's Mailing Address (if different) 39285 Upper Camp Creek Rd.	City Springfield	State Oregon	Zip Code 97478

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one ***INDIVIDUAL who is authorized to sign for the entity*** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. ***Applicants are still responsible for all information on this form.***

Christopher Craig App. #1: (PRINT NAME)	App #1: (SIGNATURE)	App #1: Signature Date	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	Atty. Bar Information (if applicable)

OREGON LIQUOR CONTROL COMMISSION

BUSINESS INFORMATION

Please Print or Type

Applicant Name: Mad Dog Inc. Phone: 541 746-2148 ~~541 543 3324 cell~~

Trade Name (dba): Time Out Tavern

Business Location Address: 5256 main street

City: Springfield ZIP Code: 97478

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	9A.M	to	2A.M
Monday	9A.M	to	2A.M
Tuesday	9A.M	to	2AM
Wednesday	9AM	to	2AM
Thursday	9AM	to	2AM
Friday	9A.M	to	2A.M
Saturday	9A.M	to	2AM

Outdoor Area Hours:

Sunday	9A.M	to	1A.M
Monday	9A.M	to	1A.M
Tuesday	9AM	to	1AM
Wednesday	9A.M	to	1AM
Thursday	9AM	to	1AM
Friday	9AM	to	1AM
Saturday	9AM	to	1AM

The outdoor area is used for:

☑ Food service Hours: 9AM to 1AM

☑ Alcohol service Hours: 9AM to 1AM

☐ Enclosed, how 6 Ft Solid Fencing

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Seasonal Variations: ☐ Yes ☐ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- ☐ Live Music
- ☑ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Nude Entertainers
- ☐ Karaoke
- ☑ Coin-operated Games
- ☑ Video Lottery Machines
- ☐ Social Gaming
- ☑ Pool Tables
- ☐ Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday		to	
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

SEATING COUNT

Restaurant: ~~68~~ 59 Outdoor: 12

Lounge: 15 @ Bar Other (explain): 6 - video lottery

Banquet: _____ Total Seating: ~~86~~ 92

OLCC USE ONLY

Investigator Verified Seating: ____(Y) ____(N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [signature] **Date:** 3/17/2021

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)

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:	4/19/2021
Meeting Type:	Regular Meeting
Staff Contact/Dept.:	Robin Holman - DPW
Staff Phone No:	541-726-3662
Estimated Time:	Consent Calendar
Council Goals:	Mandate

ITEM TITLE:	LIQUOR LICENSE APPLICATION FOR A NEW OUTLET FOR MCKENZIE CREST WINES LLC, DBA: MCKENZIE CREST WINES.
ACTION REQUESTED:	Endorsement of OLCC Liquor License Application for McKenzie Crest Wines, located at 6112 Main St. #5 Springfield, OR 97478.
ISSUE STATEMENT:	The owner of McKenzie Crest Wines LLC has requested the City Council to endorse its OLCC Liquor License Application.
ATTACHMENTS:	Attachment 1: OLCC Liquor License Application.
DISCUSSION/ FINANCIAL IMPACT:	The license endorsement for McKenzie Crest Wines LLC, DBA: McKenzie Crest Wines is for a New Outlet for a Winery. The license application has been reviewed and approved by the appropriate City Departments.

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1st Location	Date application received and/or date stamp:
Brewery Additional location (2nd) ☐ (3rd) ☐	3/24/2021
☐ Brewery-Public House (BPH) 1st location	Name of City or County:
BPH Additional location (2nd) ☐ (3rd) ☐	
☐ Distillery	Recommends this license be:
☐ Full On-Premises, Commercial	☐ Granted ☐ Denied
☐ Full On-Premises, Caterer	By:
☐ Full On-Premises, Passenger Carrier	Date:
☐ Full On-Premises, Other Public Location	
☐ Full On-Premises, For Profit Private Club	**OLCC USE ONLY**
☐ Full On-Premises, Nonprofit Private Club	**Date application received:** 3/5/21
☐ Grower Sales Privilege (GSP) 1st location	
GSP Additional location (2nd) ☐ (3rd) ☐	**Date application accepted:** 3/8/21
☐ Limited On-Premises	
☐ Off-Premises	
☐ Warehouse	**License Action(s):**
☐ Wholesale Malt Beverage & Wine	
☒ Winery 1st Location	N/O
Winery Additional location (2nd) ☐ (3rd) ☐ (4th) ☐ (5th) ☐	

2. Identify the applicant(s) applying for the license(s). ***ENTITY (example: corporation or LLC) or INDIVIDUAL(S)***[1] applying for the license(s):

McKenzie Crest Wines, LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)

McKenzie Crest Wines

4. Business Address (Number and Street Address of the Location that will have the liquor license)

6112 Main St. #5

City	County	Zip Code
Springfield	Lane	97478

[1] **Read the instructions on page 1 *carefully*.** If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) McKenzie Crest Wines			
6. Does the business address currently have an OLCC liquor license? ☐ YES ☒ NO			
7. Does the business address currently have an OLCC marijuana license? ☐ YES ☒ NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in OAR 845-004-0065[1].) 6112 Main St. #5			
City Springfield	State OR	Zip Code 97478	
9. Phone Number of the Business Location 541-513-6813	**10.** Email Contact for this Application and for the Business chris@mckenziecrestwines.com		
11. Contact Person for this Application Chris Freytag	Phone Number 541-513-6813		
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one ***INDIVIDUAL who is authorized to sign for the entity*** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. ***Applicants are still responsible for all information on this form.***

McKenzie Crest Wines, LLC		02/27/2021	
App. #1: (PRINT NAME)	**App #1: (SIGNATURE)**	**App #1: Signature Date**	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	**App #2: (SIGNATURE)**	**App #2: Signature Date**	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	**App #3: (SIGNATURE)**	**App #3: Signature Date**	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	**App #4: (SIGNATURE)**	**App #4: Signature Date**	Atty. Bar Information (if applicable)

OREGON LIQUOR CONTROL COMMISSION

BUSINESS INFORMATION

Please Print or Type

Applicant Name: Mckenzie Crest Wines, LLC Phone: 541-513-6813

Trade Name (dba): Mckenzie Crest Wines

Business Location Address: 6112 Main St. #5

City: Springfield ZIP Code: 97478

DAYS AND HOURS OF OPERATION

Business Hours: N/A

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

Outdoor Area Hours: N/A

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

The outdoor area is used for:

- ☐ Food service Hours: _____ to _____
- ☐ Alcohol service Hours: _____ to _____
- ☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Not open to the public - production only

Seasonal Variations: ☐ Yes ☑ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- ☐ Live Music
- ☐ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Nude Entertainers
- ☐ Karaoke
- ☐ Coin-operated Games
- ☐ Video Lottery Machines
- ☐ Social Gaming
- ☐ Pool Tables
- ☐ Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: _____ Outdoor: _____

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: _____

OLCC USE ONLY

Investigator Verified Seating: ____(Y) ____(N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: _____ **Date:** 3-5-2021

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)

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:	4/19/2021
Meeting Type:	Regular Meeting
Staff Contact/Dept.:	Robin Holman - DPW
Staff Phone No:	541-726-3662
Estimated Time:	Consent Calendar
Council Goals:	Mandate

ITEM TITLE:	LIQUOR LICENSE APPLICATION FOR ADDITIONAL PRIVILEGES FOR WINGMEN V LLC, DBA: BUFFALO WILD WINGS.
ACTION REQUESTED:	Endorsement of OLCC Liquor License Application for Buffalo Wild Wings, located at 2770 Gateway St. Springfield, OR 97477.
ISSUE STATEMENT:	The owner of Wingmen V LLC has requested the City Council to endorse its OLCC Liquor License Application.
ATTACHMENTS:	Attachment 1: OLCC Liquor License Application.
DISCUSSION/ FINANCIAL IMPACT:	The license endorsement for Wingmen V LLC, DBA: Buffalo Wild Wings is for additional privileges of Off-Premises Sales. The license application has been reviewed and approved by the appropriate City Departments.

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1st Location	Date application received and/or date stamp: 4/6/2021
Brewery Additional location (2nd) ☐ (3rd) ☐	Name of City or County:
☐ Brewery-Public House (BPH) 1st location	Recommends this license be: ☐ Granted ☐ Denied
BPH Additional location (2nd) ☐ (3rd) ☐	By:
☐ Distillery	Date:
☐ Full On-Premises, Commercial	
☐ Full On-Premises, Caterer	**OLCC USE ONLY**
☐ Full On-Premises, Passenger Carrier	**Date application received:** 12-8-20
☐ Full On-Premises, Other Public Location	
☐ Full On-Premises, For Profit Private Club	**Date application accepted:** 12-8-20
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege (GSP) 1st location	**License Action(s):** A/Priv
GSP Additional location (2nd) ☐ (3rd) ☐	
☐ Limited On-Premises	
☒ Off-Premises	
☐ Warehouse	
☐ Wholesale Malt Beverage & Wine	
☐ Winery 1st Location	
Winery Additional location (2nd) ☐ (3rd) ☐ (4th) ☐ (5th) ☐	

2. Identify the applicant(s) applying for the license(s). ***ENTITY (example: corporation or LLC) or INDIVIDUAL(S)***[1] applying for the license(s):

Wingmen V, LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)

Buffalo Wild Wings

4. Business Address (Number and Street Address of the Location that will have the liquor license)

2770 Gateway Street

City	County	Zip Code
Spingfield	Lane	97477

[1] **Read the instructions on page 1 *carefully*.** If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Buffalo Wild Wings			
6. Does the business address currently have an OLCC liquor license? ☒ YES ☐ NO			
7. Does the business address currently have an OLCC marijuana license? ☐ YES ☒ NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in OAR 845-004-0065[1].) 111 W. 39th St			
City Vancouver	State WA	Zip Code 98660	
9. Phone Number of the Business Location (541) 393-6606	**10.** Email Contact for this Application and for the Business fbroman@pacificbells.com		
11. Contact Person for this Application Fallon Broman	Phone Number (360)694-7855x181		
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one ***INDIVIDUAL who is authorized to sign for the entity*** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. ***Applicants are still responsible for all information on this form.***

Tom Cook	Tom Cook		
App. #1: (PRINT NAME)	**App #1: (SIGNATURE)**	**App #1: Signature Date**	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	**App #2: (SIGNATURE)**	**App #2: Signature Date**	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	**App #3: (SIGNATURE)**	**App #3: Signature Date**	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	**App #4: (SIGNATURE)**	**App #4: Signature Date**	Atty. Bar Information (if applicable)

PRINT FORM

RESET FORM

Oregon Liquor Control Commission

LIMITED LIABILITY COMPANY (LLC) QUESTIONNAIRE

LLC Name Wingmen V, LLC

Trade Name of Business (Name Customers Will See) Buffalo Wild Wings

The LLC named in this document is a (see page 1 for definitions): ☑ Manager-Managed LLC ☐ Member-Managed LLC

This section is ONLY for a manager-managed LLC. (Directions on page 1. You may include information on a separate sheet.)

Name of Managing Member (please print)	Name of Managing Member (please print)
Thomas Cook	Dennis January

This section is for BOTH a manager-managed LLC and a member-managed LLC. (Directions on page 1. You may include information on a separate sheet.)

Name of Member (please print)	Percentage of issued membership held
Thomas Cook	>10%
Dennis January	>10%

This section is ONLY for an LLC with the listed officers. (Directions on page 1. You may include information on a separate sheet.)

Title	Name (please print)
President	
Secretary	
Treasurer	
Vice president with responsibility over the operation of the business	

SERVER EDUCATION DESIGNEE (Directions on page 1)

Name (please print)	Date of Birth

SIGNATURE (Directions on page 1)

NAME of Signing Person (please type or print) Tom Cook

Tom Cook DATE 12/08/2020

SIGNATURE of signing person (may electronically sign)

This box for OLCC use ONLY

Only for an applicant of record: SOS Number _____ Current at time of issuing license (yes/no) _____

Does the entity hold, or has it ever held, an OLCC-issued liquor license? _____

OREGON LIQUOR CONTROL COMMISSION

BUSINESS INFORMATION

Please Print or Type

Applicant Name: Wingmen V, LLC Phone: 3606947855

Trade Name (dba): Buffalo Wild Wings

Business Location Address: 2770 Gateway Street

City: Springfield ZIP Code: 97477

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	11a	to	10p
Monday	11a	to	10p
Tuesday	11a	to	10p
Wednesday	11a	to	10p
Thursday	11a	to	10p
Friday	11a	to	10p
Saturday	11a	to	10p

Outdoor Area Hours:

Sunday		to	
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

The outdoor area is used for:

- ❑ Food service Hours: _____ to _____
- ❑ Alcohol service Hours: _____ to _____
- ❑ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Seasonal Variations: ☐ Yes ☑ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- ☐ Live Music
- ☑ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Nude Entertainers
- ☐ Karaoke
- ☐ Coin-operated Games
- ☐ Video Lottery Machines
- ☐ Social Gaming
- ☐ Pool Tables
- ☐ Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday		to	
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

SEATING COUNT

Restaurant: 260 Outdoor: _____

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: 260

OLCC USE ONLY

Investigator Verified Seating: ____(Y) ____(N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Tom Cook *Tom Cook* **Date:** 12/08/2020

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)

AGENDA ITEM SUMMARY		
	Meeting Date:	4/19/2021
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Courtney Griesel/CMO Kristina Kraaz/CAO
	Staff Phone No:	541-726-3700
	Estimated Time:	15 Minutes
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Encourage Economic Development and Revitalization through Community Partnerships

ITEM TITLE:	PUBLIC HEARING FOR THE DECLARATION OF DOWNTOWN AREA SURPLUS REAL PROPERTY
ACTION REQUESTED:	Adopt/Not Adopt a resolution declaring certain real property owned by the City of Springfield surplus and directing the City Manager to offer such property for sale.
ISSUE STATEMENT:	With prior authorization by the City Council, the City is preparing to enter into a purchase and sale agreement with Springfield Utility Board (SUB) for the sale of approximately 0.20 acres of City owned property located at 245 A Street, Springfield, Oregon (Map 17-03-35-32 Tax Lot 02900). The property is zoned mixed-use commercial and currently operating as a parking lot.
ATTACHMENTS:	1. Resolution Exhibit A – Property Description Exhibit B – Proposed Purchase & Sale Agreement 2. Vicinity Map of Property 3. Appraisal Report (2019)
DISCUSSION/ FINANCIAL IMPACT:	The purpose of the sale of 245 A Street (Tax Lot 02900) to SUB is to provide parking to SUB's employees, rate payers, customers, and visitors. The site is immediately adjacent to existing SUB owned property and provides to SUB land which may support their future expansion or redevelopment. The property is shown on Attachment 2 of this packet. The property is proposed for purchase by SUB at $170,000 which reflects the October 2019 appraisal secured by the City specific to 245 A Street (Tax Lot 02900) (Attachment 3). This transaction includes a three party purchase and sale agreement (Exhibit B to Attachment 1) between the City, SUB, and the City's urban renewal agency, the Springfield Economic Development Agency (SEDA). The purchase and sale agreement outlines the City sale of 245 A Street property is contingent on the SEDA purchase of three SUB owned properties totaling 0.39 acres and located on the 200 block of Main Street (Map 17-03-35-32 and Tax Lots 04900, 05000, and 05100).

CITY OF SPRINGFIELD, OREGON
RESOLUTION NO. _____

A RESOLUION AUTHORIZING THE SALE OF SURPLUS REAL PROPRETY LOCATED AT 245 A STREET (ASSESSOR'S MAP , TAXLOT) TO SPRINGFIELD UTILITY BOARD

WHEREAS, pursuant to ORS 271.310, the City is authorized to sell, exchange, or convey real property in the City's possession or control that is not needed for public use;

WHEREAS, Springfield Municipal Code Section 2.714 provides that the City may dispose of surplus property by any means determined in the best interest of the City wit due regard for the value the city will receive from the disposal of the surplus property;

WHEREAS, the Property at 245 A Street is presently used as a surface parking lot;

WHEREAS, the purpose of the sale to Springfield Utility Board is to provide parking for the utility board's employees, rate payers, customers, and visitors and also to secure the possibility of future redevelopment of the Property with adjacent property owned by Springfield Utility Board;

WHEREAS, the City Council has determined the Property at 245 A Street, more fully described in Exhibit A, is not needed for public use by the City and it is in the public interest to sell the property to the Springfield Utility Board;

WHEREAS, SUB has proposed to purchase the property for $170,000, which sale is also contingent upon the Springfield Utility Board selling other property in Downtown Springfield to the Springfield Economic Development Agency; and

WHEREAS, the City Council held a public hearing on April 19, 2021 regarding the sale of this surplus property, which was noticed in the Register Guard at least five days in advance according to ORS 221.725,

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

Section 1: The City Council hereby declares the property at 245 A Street, described in Exhibit A, as surplus and accepts the terms of sale to Springfield Utility Board, as described in Exhibit B.

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

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

ATTEST:

_____
City Recorder

Exhibit A

Legal Description -245 A Street, Springfield OR

The West 51 feet of Lot 1 and the East 20 feet of Lot 2, Block 5, Extended Survey of Springfield, as platted and recorded at Page 1, of Volume I, Lane County Oregon Deed Records, in Lane County, Oregon.

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTIES WITH SPECIFIC CONDITIONS TO ENHANCE THE ECONOMIC GROWTH OF THE DOWNTOWN URBAN RENEWAL AREA OF THE CITY OF SPRINGFIELD

DATED: _____, 2021

PARTIES:

City of Springfield A Municipal Corporation of the State of Oregon 225 Fifth Street Springfield, Oregon 97477	Hereinafter "City"	Owner of the Real Property located at 245 A Street, Springfield, Oregon 97477, Map Identification and Tax Lot No. 17-03-35-32-02900 as more particularly set forth on Exhibit "A" attached hereto and incorporated herein by reference and hereinafter known as the "Parking Lot"
City of Springfield, acting by and through Springfield Utility Board 240 A Street Springfield, Oregon 97477	Hereinafter "SUB"	Owner of the following parcels of Real Property located on Main Street Springfield, Oregon to wit: 240 Main Street, Springfield, Oregon, Map Identification and Tax Lot No. 17-03-35-32-05100 236 Main Street, Springfield, Oregon, Map Identification and Tax Lot No. 17-03-35-32-05000 226, 228 and 230 Main Street, Springfield, Oregon, Map Identification and Tax Lot No. 17-03-35-32-04900 all as more particularly described and set forth in Exhibit "B" attached hereto and incorporated herein by reference. Hereinafter known as "Main Street Properties". And also Purchaser of the "Parking Lot" more particularly described and set forth in Exhibit "A"
Springfield Economic Development Agency 225 Fifth Street Springfield, Oregon 97477	Hereinafter "SEDA"	A Party to this Agreement and Purchaser of the Main Street Properties more particularly described and set forth in Exhibit "B"

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NOTE: This Agreement shall specify the responsibility for certain duties and obligations among the parties. If the term "Parties" is used, all Parties have the responsibility for complying with the terms and conditions. Otherwise, responsibilities and obligations will be designated and allocated by the use of the designations "SEDA", "SUB", and "City". Where the terms "Purchaser" or "Owner" are used, those terms correspond to the party designation listed above.

RECITALS

WHEREAS SUB seeks to acquire from City the real property more particularly described and set forth in Exhibit A, the Parking Lot, for the purpose of providing parking for its employees, rate payers, customers, and visitors and also in order to secure the possibility of future redevelopment of the current SUB Annex property in conjunction with the Parking Lot property.

WHEREAS SEDA seeks to acquire from SUB the real property more particularly described and set forth in Exhibit B, the Main Street Properties, for potential redevelopment and development to continue the growth and enhancement of the Urban Renewal Area of Downtown Springfield;

WHEREAS, these acquisitions are reciprocally contingent;

WHEREAS, the City wishes to facilitate and encourage said reciprocal acquisitions of the Sale of the Parking Lot to SUB, and the sale of the Main Street Properties to SEDA;

NOW, THEREFORE, in Consideration of the foregoing Recitals, the Parties enter into this Agreement:

AGREEEMENT

1. <u>The Parking Lot (Exhibit A)</u>.

   1.1 City shall sell to SUB, and SUB shall purchase from City the Parking Lot as more particularly described and set forth in Exhibit A for the sum of $170,000 payable in full in cash on the Closing Date (defined below).

   1.2 The sale of the Parking Lot by City to SUB is contingent upon SUB's sale of the Main Street Properties to SEDA.

   1.3 The sale of the Parking Lot to SUB will be subject to certain existing Vehicle Parking Permits which will be addressed as follows:

      1.3.1 The City will not issue or renew any vehicle parking permits for the Parking Lot without approval of SUB.

      1.3.2 Those vehicle parking permits in effect at time of Closing will be honored by SUB for the remaining duration of the permit; or, reasonable alternative parking for the remaining duration of the permit will be found

and arranged for by City.

1.3.3 City will manage those permits existing at the time of Closing until the permit ceases. Remaining permit fees will be paid to City.

1.3.4 SUB will assist City and SEDA in their effort to equitably and fairly transition the owners of permits to alternative parking.

1.3.5 Neither City nor SEDA has a right of first refusal or option to purchase or repurchase the Parking Lot after Closing of this transaction. This subsection applies not withstanding any contractual difficulties or defaults which may occur in any subsequent contract for the sale of the Main Street Properties between SEDA and a Purchaser/Developer.

1.4 The closing of the transaction between City and SUB regarding the Parking Lot is subject to the conditions and contingencies set forth in Section 3 through 28 of this Agreement.

2. <u>The Main Street Properties</u>.

2.1 SUB shall sell and SEDA shall purchase from SUB the Main Street Properties (Exhibit B) as more particularly described and set forth in Exhibit B attached hereto and incorporated herein by reference for the sum of $790,000, payable in full in cash on the Closing Date (defined below).

2.2 Sale of the Main Street properties from SUB to SEDA is contingent upon the sale by City to SUB of the Parking Lot (Exhibit A).

2.3 The Main Street Property sale is subject to the following existing Leases which are each now on a month-to-month tenancy.

2.3.1 Lease dated January 1, 2019 between SUB as Landlord and Lifetime Tattoos for 206 and 230 Main Street.

2.3.2 Lease dated June 1, 2019 between SUB as Landlord and Vino & Vango as Tenants for 236 Main Street.

2.3.3 Lease dated January 1, 2019 between SUB as Landlord and Pauline Hauder as Tenant for 240 Main Street.

Copies of each of these Leases have been provided by SUB to City and SEDA.

2.4 SUB will not be responsible for the termination of the Leases or provide eviction notice to existing tenants. Upon request, SUB will relay information from City or SEDA to existing tenants prior to Closing. SUB agrees that SEDA may provide existing tenants with a Notice of Intent to Acquire at any time following the execution of this Agreement and prior to the Closing date.

2.5 SEDA and City understand that SUB is not responsible for and has not agreed to provide City or any potential purchaser/developer of the Main Street Properties with economic aid of any type including, but not limited to, waiver or reduction of electric or water fees, waiver of reduction of systems development charges or any other waivers, incentives or discounts of any type for the provision of water, electricity and fiber optics. Further, City and SEDA will not represent to any prospective Purchaser/Developer, or subsequent owner of the Main Street

Properties that SUB would be amenable to or looking favorably upon such waivers, discounts or reductions if inquiry was made to SUB.

2.6 SUB has no responsibility or obligation to repurchase the Main Street Properties from SEDA.

2.7 The closing of the transaction between SUB and SEDA regarding the Main Street Properties is subject to conditions and contingencies set forth in Sections 3 through 28.

3. Conditions to Closing.

3.1 The parties' obligation to close this transaction is subject to the satisfaction of each of the following conditions:

3.1.1 Approval by the SEDA Board, the Springfield City Council, and SUB Board.

3.1.2 Execution of a Memorandum of Understanding between City and SUB regarding the parties' negotiations related to Sewer Billing Services and Payment In Lieu of Taxes.

3.1.3 On or before _____, 2021, each Purchaser's approval of the results of a property inspection described in Section 4 below;

3.1.4 The document review and title insurance described in Sections 5 and 6 below;

3.1.5 Satisfactory review and acceptance by SUB and SEDA of a Level 1 Environmental Assessment report, to be commissioned and paid for by each Purchaser;

3.1.6 Each party will have conducted an environmental review and audit (the "Environmental Audit") of the Property, indicating to the satisfaction of each party that the Property does not contain, either on its surface or in its subsurface or underlying water table, any Hazardous Substances (defined in Section 19.1.3). The Environmental Audit may include a historical review of the use of the Property, review of all regulatory agency permits and compliance and enforcement files and records, soil tests, the acquisition of core samples and water table samples by drilling conducted on the Property, and such other tests and studies as Purchaser may deem appropriate. All tests and studies will be conducted by agents selected by Purchaser and performed as Purchaser directs, subject to the approval of Owner, which must not be unreasonably withheld; see Section 4. Each party will pay the cost of all tests and studies undertaken.

3.1.7 On or before the Closing Date, each party will have performed all the covenants, conditions, agreements, and promises to be performed by it under this Agreement.

3.1.8 Purchaser's satisfaction and approval of the Title Report described in Section 6.

3.1.9 On the Closing Date, Evergreen Land Title Company will be ready, willing, and able to issue, and will issue to each Purchaser on recordation of the Owner's deed mentioned below, and the title insurance policy required by

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Section 6.

3.1.10 City as Owner will deposit in Escrow a properly executed Statutory Warranty Deed conveying the Parking Lot (Exhibit A) to SUB. SUB as Owner will deposit in Escrow a properly executed Statutory Warranty Deed conveying the Main Street Properties (Exhibit B) to SEDA.

4. Property Inspection. City, SEDA, and SUB shall each permit the other parties, their respective agents, and in City/SEDA's case regarding the Main Street Properties, potential purchasers/developers, to enter their respective owned Properties set forth in Exhibits "A" and "B," at each parties' sole expense and risk, at reasonable times. Entry shall be after reasonable prior notice to owner and after prior notice to the tenants of each Property as required by the tenants' leases, if any. Entry by each Purchaser is for the following purpose(s): to conduct any and all inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, and all other matters affecting the suitability of the respective Property for each Purchaser's intended use and/or otherwise reasonably related to the purchase of each Property, including the economic feasibility of such purchase. Each Purchaser shall indemnify, hold harmless, and defend the respective Owner from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to each Purchaser's entry on and inspection of the respective Property. This agreement by each Purchaser to indemnify, hold harmless, and defend the respective Owner shall survive Closing or any termination of this Agreement.

5. Owner's Documents. Within 14 days of the execution of this Agreement, each Owner shall deliver to the respective Purchaser, at Purchaser's address, legible and complete copies of the following documents and other items relating to the ownership, operation, and maintenance of the Property, to the extent now in existence and to the extent such items are within Owner's possession or control: ALTA survey, environmental reports, all leases that encumber the property, all service agreements, as-built plans, operating expenses for the property for the last three years, and geotechnical reports.

6. Title Insurance. Within 10 days of the execution of this Agreement, each Owner shall open Joint Escrow with Evergreen Land Title Company, Springfield branch, and each Purchaser shall be delivered a Preliminary Title report showing the status of each respective Owner's Title for property together with complete and legible copies of all documents therein as exceptions to Title. Each Purchaser shall have 10 days after receipt of the Preliminary Commitment and Exceptions within which to give notice in writing to the respective Owner of any objection to such title or to any liens or encumbrances affecting the Property. Within 10 days after the date of such notice from Purchaser, the respective Owner shall give Purchaser written notice of whether it is willing and able to remove the objected-to Exceptions. Within 10 days after the date of such notice from Owner, the respective Purchaser

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shall elect whether to (i) purchase the respective Property subject to those objected-to Exceptions which Owner is not willing or able to remove or (ii) terminate this Agreement. On or before the Closing Date (defined below), Owner shall remove all Exceptions to which the respective Purchaser objects and which Owner agrees Owner is willing and able to remove. All remaining Exceptions set forth in the Preliminary Commitment and agreed to by Purchaser shall be deemed "Permitted Exceptions." The title Insurance policy to be delivered by Owner to the respective Purchaser at Closing shall contain no Exceptions other than the Permitted Exceptions, any Exceptions caused by Purchaser, and the usual preprinted Exceptions contained in an owner's standard ALTA form title insurance policy.

7. Default: Remedies. In the event that either Owner fails, through no fault of the respective Purchaser, to close the sale of the Property, the respective Purchaser shall be entitled to pursue any remedies available at law or in equity, including, but not limited to, the remedy of specific performance. In no event shall either Purchaser be entitled to punitive or consequential damages, if any, resulting from an Owner's failure to close the sale of the Property.

8. Closing of Sale. Parties agree that the sale and purchase of these properties (the "Closing") shall be simultaneously closed in escrow on or before _____, 2021. The escrow for the Closing will be established at the office of Evergreen Land Title Company at 1570 Mohawk Blvd, Springfield, Oregon 97477.

9. Closing Obligations. On the Closing Date, each respective Owner and Purchaser will deposit the following documents and funds in escrow, and the Title Company will close escrow in accordance with the instructions of the Parties.

9.1 Each Owner will deposit the following regarding the respective Property:

9.1.1 The Statutory Warranty Deed described in Section 3.1.11, duly executed and acknowledged;

9.1.2 A duly executed affidavit certifying that Owner is not a foreign person, trust, partnership, or corporation in compliance with the requirements of IRC §1445(b);

9.1.3 Original counterparts or legible photocopies of all documents, feasibility studies, surveys, engineering reports, and other items of a similar nature in the possession of Owner that relate to the Property;

9.1.4 Such documents as Purchaser or the Title Company may require to evidence the authority of Owner to consummate this transaction; and

9.1.5 Such other documents and funds, including (without limitation) escrow instructions, that are required of Owner to close the sale in accordance with this Agreement.

9.2 Each Purchaser will deposit the following regarding the respective Property:

9.2.1 The cash payment specified in Section 1.1 and 2.1, minus any credits due Purchaser under the terms of this Agreement;

9.2.2 Any documents that Owner or the Title Company may require to evidence the authority of Purchaser to consummate the transaction contemplated; and

9.2.3 Any other documents and funds, including (without limitation) escrow instructions, that are required of Purchaser to close the sale and purchase of the Property in accordance with this Agreement.

10. Closing Costs: Prorated. Each Owner shall pay the premium for the Title Insurance Policy for the property they own. Owner and Purchaser shall each pay one-half of the escrow fees charged by Evergreen Land Title Company. Real property taxes for the tax year in which the transaction is closed, assessments, personal property taxes, rents and other Lessee charges arising from existing Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the Closing Date. Prepaid rents, security deposits, and other unearned refundable deposits regarding the Tenancies shall be assigned and delivered to Purchaser at Closing.

11. Possession. Except as specified in Sections 1.4 and 1.5, SUB shall be entitled to exclusive possession of the Parking Lot Property on the Closing date. Except as specified in paragraph 2.4, SEDA shall be entitled to exclusive possession of the Main Street Properties on the Closing date. Following the Closing date, SUB as Owner with exclusive possession of the Parking Lot, and SEDA as the Owner with exclusive possession of the Main Street Properties shall be responsible for all obligations and liabilities associated with the ownership of the respective properties, and the Owner of each property shall indemnify all other Parties from claims arising after the Closing date.

12. Condition of Property. SUB and City each represent to the best of their knowledge, without specific inquiry, that the Parking Lot and Main Street Properties have not received written notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws"), and Owners are not aware of any such violations or any concealed material defects in the Property to repair or correct. Risk of loss or damage to each Property shall be Owner's until Closing and Purchaser's at and after Closing. No agent of Purchaser or Owner has made any representations regarding the Property. NO REAL ESTATE LICENSEES EMPLOYED BY ANY PARTY HAS MADE REPRESENTATIONS TO ANY PARTY REGARDING THE CONDITION OF THE PROPERTY, THE OPERATIONS ON OR INCOME FROM THE PROPERTY, THE TENANCIES, OR WHETHER THE PROPERTY OR THE USE THEREOF COMPLIES WITH LAWS. Except for each Owner's representations specifically set forth in this Agreement; Each purchaser shall acquire the Property "As Is" with all faults and Purchaser shall rely on the results of its own inspection and investigation in Purchaser's acquisition of the Property. It shall be a condition of Purchaser's obligation to close, and of Owner's right to retain the Earnest Money as of Closing, that all of the Owner's representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Owner's representations and warranties stated in this Agreement shall survive Closing for one (1) year.

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13. Personal Property. There is no personal property sold.

14. Legal Relationships.

14.1 Relationship of Parties. This Agreement creates only the relationship of Owner and Purchaser, respective to each Property, and no joint venture, partnership, or other joint undertaking is intended hereby. No party hereto will have any rights to make any representations or incur any obligations on behalf of the another. No parties have authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. No parties are executing this Agreement on behalf of an undisclosed principal.

14.2 No Third-Party Beneficiaries. No additional parties are intended to be benefited or afforded any legal rights under or by virtue of this Agreement.

14.3 Joint and Several Liability. If any party comprises more than one person or entity, the obligations of each person or entity comprising such party under this Agreement will be joint and several.

14.4 Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party will extend to the party's members, directors, shareholders, officers, employees, and agents.

14.5 Assignment. City, SUB and SEDA each shall not assign this Agreement or their rights under this agreement without all Parties' prior written consent. Such consent may be withheld based upon each parties' reasonable discretion. Consent for assignments between SEDA and City is hereby provided by SUB.

15. Attorney Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party Its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs. and expenses actually incurred and reasonably necessary in connection therewith (the "Fees") In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall Include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

16. Statutory Land Use Disclaimer and Measure 37 Disclosure. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S

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RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

17. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY 'BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

18. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered (i) when personally delivered or delivered by facsimile transmission (with electronic. confirmation of delivery}, or (ii) on the day following delivery of the notice by reputable overnight courier, or (iii) three (3) days after mailing certified mail, postage prepaid, to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day. Notice may be given by email transmission to the email address set forth in this Agreement or as such other email address as one party may indicate by written notice to the other party and shall be effective if and when the addressee acknowledges by return email that the addressee has received the email notice. Notices must be delivered, mailed, or sent by email to the following addresses:

City and SEDA: Nancy Newton, City Manager
City of Springfield
225 Fifth Street
Springfield, OR 97477
Email: nnewton@springfield-or.gov

SUB: Jeff Nelson, General Manager
Springfield Utility Board
250 A Street
Springfield, OR 97477
email: jeffn@subutil.com

19. Warranties and Representations of Owners

19.1 Warranties. Each Owner acknowledges that the warranties and representations of Owners contained in this Agreement, including the warranties and representations contained in this section (the "Warranties"), are material inducements to the respective Purchaser to enter into this Option Agreement. All Warranties, and the respective Purchaser's right to assert a breach of them, survive execution of this Agreement, the Closing, and the execution and delivery of the Closing documents. If, before Closing, Purchaser discovers or is advised that any of the Warranties was untrue when made, then Purchaser will have the option to either (1) terminate this Agreement, without waiving any cause of action that Purchaser may be entitled to assert against the respective Owner by reason of the breach of the Warranty, or (2) continue this Agreement, without waiving any cause of action that Purchaser may be entitled to assert against the respective Owner by reason of the breach of the Warranty. If, after Closing, Purchaser discovers or is advised that any of the Warranties was untrue when made, then Purchaser may pursue any remedy available to Purchaser at law or in equity by reason of the breach of the Warranty. Each Owner warrants and represents to the respective Purchaser that the following matters are true and correct:

19.1.1 No Condemnation or Assessment Proceedings. There is no pending or threatened condemnation or similar proceeding or assessment affecting the respective Property, or any part of it and, to the knowledge of Owner, no such proceeding is contemplated by any governmental entity.

19.1.2 Litigation; Law. There is no litigation, arbitration, or administrative hearing pending before any governmental authority that concerns or affects the Property or any portion of it and, to the knowledge of Owner, no such proceeding is threatened. To the knowledge of Owner, the Property complies with all laws, ordinances, and governmental approvals and decisions that relate to it.

19.1.3 Hazardous Substances. For purposes of this subsection, the phrase "Hazardous Substances" has the same meaning attributed to it in ORS

465.200(16). Owner warrants, represents, and covenants as follows:

19.1.3.1 To the knowledge of Owner, there are no Hazardous Substances in, on, or buried on or beneath the Property, and no Hazardous Substances have been emitted or released from the Property in violation of any applicable laws;

19.1.3.2 Owner has not knowingly brought onto, stored on, buried on, used on, emitted or released from, or allowed to be brought onto, stored on, buried on, used on, or emitted or released from, the Property any Hazardous Substances in violation of any applicable environmental laws; and

19.1.3.3 To the knowledge of Owner, no underground storage tanks are located on the Property, including (without limitation) any storage tanks that contain, or previously contained, any Hazardous Substances, and Owner agrees not to cause or permit any such tanks to be installed in the Property before Closing.

19.1.4 Status of Owner. Owner is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in IRC §1445.

19.1.5 Breach of Agreements. Neither the execution of this Agreement, nor the execution, delivery, or recordation of any document or agreement referenced herein, nor the exercise of the Option and closing of the transaction contemplated herein, constitutes or will constitute a default under any other agreement or contract that relates to the Property or to which Owner is a party.

19.1.6 Authority. No consents, documents, or approvals that have not been obtained are necessary to the effectiveness of the grant of the Option by Owner.

19.1.7 Contracts and Leases. Owner has disclosed to Purchaser all existing lease agreements, maintenance contracts, service agreements, or other contracts of any nature that pertain to, cover, or affect the properties or any part of the properties. There are no other lease agreements, maintenance contracts, service agreements, or other contracts of any nature that pertain to, cover, or affect the Property or any part of it.

19.1.8 As used herein, the phrase "to the knowledge of Owner" or any variation of that phrase refers to matters within the actual knowledge of Owner and do not include constructive or imputed notice or knowledge; and the use of that phrase does not imply that Owner has undertaken any special inquiry or investigation with respect to the representation modified by the phrase, unless circumstances within the actual knowledge of Owner would warrant a reasonable person to undertake further inquiry when presented with similar circumstances.

19.2 Changed Conditions. If Owner discovers that one or more of the Warranties or one of the conditions referred to in the Warranties has changed after this Agreement is executed, through no fault of Owner, Owner will immediately

inform Purchaser, in writing, of that discovery. If the changed condition or Warranty cannot be cured within 10 days of the date Owner discovers the change, then Purchaser may terminate this Agreement (and its exercise of the Option, if any) by giving written notice of termination to Owner within 15 days after receiving the notice from Owner, and the Earnest Money Payment previously paid by Purchaser will be returned to Purchaser. If the changed condition or Warranty can be corrected within 10 days after discovery by Owner, Purchaser will not have the right to terminate this Option Agreement under this section and Owner will correct the changed condition or Warranty within 10 days of the discovery. If Purchaser does not terminate this Agreement and the changed condition or Warranty can be corrected and is not corrected by the Closing Date, then Purchaser will have the right to withhold 150% of the estimated costs of correcting the changed condition or Warranty until the changed condition is corrected, and Owner will correct the changed condition, at Owner's sole expense and in an expeditious manner, failing which Purchaser may use the withheld sums to make the correction. A change caused by Owner is deemed to be a breach of this Agreement by Owner if the change materially and adversely affects the Property or Purchaser's rights.

20. Brokerage/Real Estate Commission. Neither party has employed the services of a realtor, broker or real estate salesperson in reaching this Agreement. It is understood that neither party will pay or be responsible for any brokerage commission or fee will be paid on this Purchase Agreement.

21. Risk of Loss. Except as specified in Section 9, each Owner bears the risk of all loss or damage to the respective Property from all causes, through the Closing Date. If, before the Closing Date, all or part of the Property is damaged by fire or by any other cause of any nature or if all or any portion of the Property is taken by condemnation, or if any condemnation is threatened, the respective Owner must give the respective Purchaser written notice of such event. Purchaser may terminate this Agreement by giving written notice to the respective Owner within 15 days after receipt by Purchaser of written notice from Owner of such casualty or condemnation. If Purchaser does not elect to terminate this Agreement, then this Agreement will continue in force and if the respective Property is conveyed to Purchaser, then all interest of the respective Owner in and to any insurance proceeds or condemnation awards that may be payable to Owner on account of the casualty or condemnation will be assigned to the respective Purchaser at Closing.

22. Integration, Modification, or Amendments. This Agreement contains the entire agreement of the parties with respect to each of the Properties and supersedes all prior written and oral negotiations and agreements with respect to each of the Properties. Any modifications, changes, additions, or deletions to this Agreement must be approved by all Parties, in writing.

23. Representation. The Parties have each been represented by legal counsel of choice

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with respect to this transaction. Except as otherwise provided in Section 15 each party will be responsible for all attorney fees incurred by it with respect to this Agreement.

24. Counterparts; Pronouns. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same Agreement and will be effective when one or more counterparts have been signed by all parties. With respect to any pronouns used, each gender used includes the other gender and the singular and the plural, as the context may require.

25. Governing Law; Interpretation. This Agreement is governed by the laws of Oregon. If a court of competent jurisdiction holds any portion of this Agreement to be void or unenforceable as written, the parties intend that (1) that portion of this Agreement be enforced to the extent permitted by law and (2) the balance of this Agreement remain in full force and effect.

26. Confidentiality. To the extent permitted by law, the Parties and their agents, accountants, lawyers, and consultants will treat this Agreement and all information obtained or exchanged in connection with it as confidential and will not disclose the terms of this Agreement or any information relating to it to any person other than the consultants and the entities engaged to assist in the consummation of this Agreement, such as the Title Company. Nothing contained herein operates to prevent or limited the right of the Parties to disclose the terms of this Agreement or any other information relating to it in conjunction with any litigation, land use proceeding, or other proceeding instituted with respect to this Agreement or the Properties.

27. Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence of each and every provision of this Agreement.

28. Survival. In addition to any Section expressly stated to survive Closing, notwithstanding anything in this Agreement to the contrary, obligations, warranties, and representations contained within this Agreement shall survive Closing.

29. Miscellaneous. The facsimile transmission of any signed document including this Agreement, in accordance with Paragraph 18, shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes an prior and contemporaneous agreements between them with respect thereto. Without limiting the provisions of Section 19 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties and

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their respective successors and assigns. The person signing this Agreement on behalf of each Purchaser and the person signing this Agreement on behalf of each Owner each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to the terms and provisions of this Agreement. This Agreement shall not be recorded unless the parties otherwise agree.

Dated: _____

PURCHASER OF MAIN STREET PROPERTIES

_____
Springfield Economic Development Agency

OWNER OF PARKING LOT

_____
City of Springfield

OWNER OF MAIN STREET PROPERITIES
PURCHASER OF PARKING LOT

_____
Springfield Utility Board
By Jeff Nelson, General Manager

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CITY OF SPRINGFIELD, OREGON DOWNTOWN SURPLUS PROPERTY (MAP AND TAX LOT 17-03-35-32-02900)

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APPRAISAL REPORT

City of Springfield Contract #2445
Surface Parking Lot
245 A Street
Springfield, Oregon

Submitted To:
Courtney Griesel
Economic Development Director
City of Springfield
225 Fifth Street
Springfield, Oregon 97477

Submitted By:
Zoe R. York, MAI
Jasen D. Hansen, MAI
Duncan & Brown, LLC
260 West 12th Avenue
Eugene, Oregon 97401
Duncan & Brown File No. **19-242a**

Date of Report:
October 25, 2019

Date of Value:
September 23, 2019

DUNCAN & BROWN
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October 25, 2019

Courtney Griesel
Economic Development Director
City of Springfield
225 Fifth Street
Springfield, Oregon 97477

RE: City of Springfield Contract #2445
Surface Parking Lot
245 A Street
Springfield, Oregon

Dear Ms. Griesel:

As requested, we have completed an appraisal of the captioned real estate. The property consists of a 0.20-acre site zoned MUC, Mixed Use Commercial by the City of Springfield. The property is improved with an asphalt-paved surface parking lot. The address is 245 A Street in Springfield, Lane County, Oregon. The subject is identified by the Lane County Department of Assessment and Taxation as Tax Lot 2900 on Map 17-03-35-32. The purpose of the appraisal was to develop an opinion of the as-is value, as of the latest date of inspection. Based on our inspection and analysis of pertinent market data, it is our opinion the market value of the fee simple interest in the subject property, as of September 23, 2019, was:

Conclusion of Value		
Date of Value	Valuation Premise	Conclusion
September 23, 2019	As-Is Fee Simple	$170,000

This report conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation and complies with the reporting standards set forth under USPAP Standards Rule 2-2(a) for an Appraisal Report. Discussion contained in this report is specific for the stated intended use; supporting documentation concerning the data, reasoning and analyses is retained in the appraisers' work file. The value opinions in this report are qualified by certain assumptions, limiting conditions, certifications, and definitions.

We certify this appraisal has been prepared in accordance with the Code of Professional Ethics and Standards of Professional Practices set forth by the Appraisal Institute. We certify we have no present or contemplated interest in the property and our fee for making this appraisal is not predicated upon reporting any specified value or value range.

260 WEST 12TH AVENUE, EUGENE, OREGON 97401
(541) 687-1938 OR (541) 683-3400
INFO@DUNCANBROWN.COM | WWW.DUNCANBROWN.COM

Please contact us at your convenience if any additional data or information is required.

Respectfully submitted,
DUNCAN & BROWN

Zoe R. York, MAI

Jasen D. Hansen, MAI

JDH, MAI Certification No. C000719, Exp. 04/30/21
ZRY, MAI Certification No. C001053, Exp. 07/31/20

JDH/ZRY/cp

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EXECUTIVE SUMMARY

Name/Location: Surface Parking Lot
245 A Street
Springfield, Oregon

Owner of Record: City of Springfield

Tax and Assessment Data: The subject property is exempt from property taxes under the exemption type Cities and Towns.

IDENTIFICATION		REAL MARKET VALUE			ASSESSED VALUE	TAXES
Tax Lot	*Account*	*Land*	*Improvements*	*Total*		
2900	0314474	$150,364	$20,562	$170,926	$80,324	$0.00

Parcel Size: 8,520 square feet, or 0.20 acre

Zoning: MUC, Mixed Use Commercial by the City of Springfield. The property is located in the Downtown Nodal Development Area.

Flood Hazard Area: Zone X, outside the 500-year flood, according to FEMA Map 41039C1142F.

Improvements: The subject property is improved with an asphalt-paved surface parking lot with 22 spaces and 1 ADA space.

Highest and Best Use—

As If Vacant: Development as permitted in the MUC zone.

As Improved: Continued use as a parking lot as an interim use and redevelopment with an allowable use in the MUC zone when feasibility warrants.

Conclusion of Value		
Date of Value	Valuation Premise	Conclusion
September 23, 2019	As-Is Fee Simple	$170,000

Date of Report: October 25, 2019

Date of Value: September 23, 2019

Appraisers: Zoe R. York, MAI and Jasen D. Hansen, MAI

ASSUMPTIONS & LIMITING CONDITIONS

General Assumptions and Limiting Conditions

1. This Appraisal Report complies with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice.* As such, information and discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value are specific to the needs of the client/intended users and for the intended use stated in this report. The appraisers are not responsible for unauthorized use of this report.

2. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

3. Title to the property is assumed good and marketable unless otherwise stated in this report. No responsibility is assumed for the legal description or for such matters including legal or title considerations. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated in this report. It is assumed the utilization of the land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report. It is assumed there is full compliance with all applicable federal, state and local environmental regulations and laws, unless non-compliance is stated, defined and considered in the appraisal report.

5. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

6. Compliance with all applicable zoning and use regulations and restrictions is assumed unless a nonconforming use has been stated, defined and considered in the appraisal report.

7. It is assumed there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. The appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment in the appraisal report that may suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The appraisers' value estimate is predicated on the assumption there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraisers' descriptions and comments are the result of the routine observations made during the appraisal process.

9. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

10. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event only with proper written qualification and only in its entirety.

11. The appraisers are not required to give further consultation, testimony, or be in attendance in court with reference to the property in question because of this appraisal, unless arrangements have been previously made.

12. Neither all nor any part of the contents of this report, including any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers are connected, shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraisers.

PERTINENT DEFINITIONS

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.[2]

Highest & Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.[3] When a site contains improvements, the highest and best use may be determined to be different than the existing use. The existing use will continue unless and until land value in its highest and best use exceeds the sum of the value of the entire property in its existing use, and the cost to remove the improvements. An additional implication is that the determination of the highest and best use results from the appraiser's judgment and analytical skills, that is, that the use determined from analysis represents an opinion not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[4]

1. 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.
2. Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., (Chicago: Appraisal Institute, 2015).
3. Ibid.
4. Ibid.

PRELIMINARY INFORMATION

Property Appraised

The property consists of a 0.20-acre site zoned MUC, Mixed Use Commercial by the City of Springfield. The property is improved with an asphalt-paved surface parking lot. The address is 245 A Street in Springfield, Lane County, Oregon. The subject is identified by the Lane County Department of Assessment and Taxation as Tax Lot 2900 on Map 17-03-35-32.

Purpose and Intended Use

The purpose of the appraisal was to develop an opinion of the "as-is" market value of the subject property, as of the latest date of inspection. The intended use of this appraisal report is to assist the intended user with decision making related to potential sale of the property.

Intended User and Client

The client is the City of Springfield and the intended users are the City of Springfield and the Springfield Economic Development Agency.

Interest Appraised

Fee simple estate.

Scope of the Appraisal

The scope of the appraisal assignment has been to collect, confirm, analyze and interpret pertinent market data and other market forces so as to arrive at the opinion of market value for the subject property as of the latest date of inspection in the requested valuation premise. As part of the assignment, a complete investigation of all pertinent data in relation to the subject property was conducted. This investigation included, but was not limited to:

- Personal inspection of the subject property, the immediate neighborhood, and market area to determine marketability of the subject. Zoe R. York, MAI inspected the subject property on September 23, 2019. Jasen D. Hansen, MAI inspected the property at a later date.
- Review of public property records related to the subject.
- Review and analysis of property information provided by the client.
- Research of market conditions that influence value for the subject property, including supply and demand of competing properties, as well as research pertaining to the most likely buyer of the subject property and specific market factors driving purchasing decisions (investor vs. owner-occupant motivations). Real estate brokers, developers and investors with extensive knowledge of the local market were interviewed regarding current market perceptions, recent activity and opinions of future changes, and regional market sector surveys were reviewed.
- Research and analysis of transactions and listings of comparable properties. All comparable sales presented in the report were confirmed by two or more sources, including a party to the transaction or an agent or representative of a party to the transaction, and information from public records.
- Data sources for comparable data include CoStar, RMLS, LoopNet, Lane County deed records, and conversations with local brokers.
- Research and analysis of vacancy and operating expenses of comparable properties.

- Research of market conditions that influence value for the subject property.
- Highest and best use analysis and determination of maximally productive use.
- Application of the appropriate approaches to value and reconciliation to an opinion of market value.
- Preparation of the written appraisal report conveying the appraisers' analyses and conclusions.

In preparing this appraisal, information relative to the subject's region, city, and competitive neighborhoods in Eugene/Springfield was researched and considered. In addition to the work outlined above, interviews with other professionals were conducted and other pertinent factors that affect the value of the subject property, either directly or indirectly, were considered.

In conjunction with the highest and best use analysis of the subject, the subject property's market value was analyzed in two scenarios:

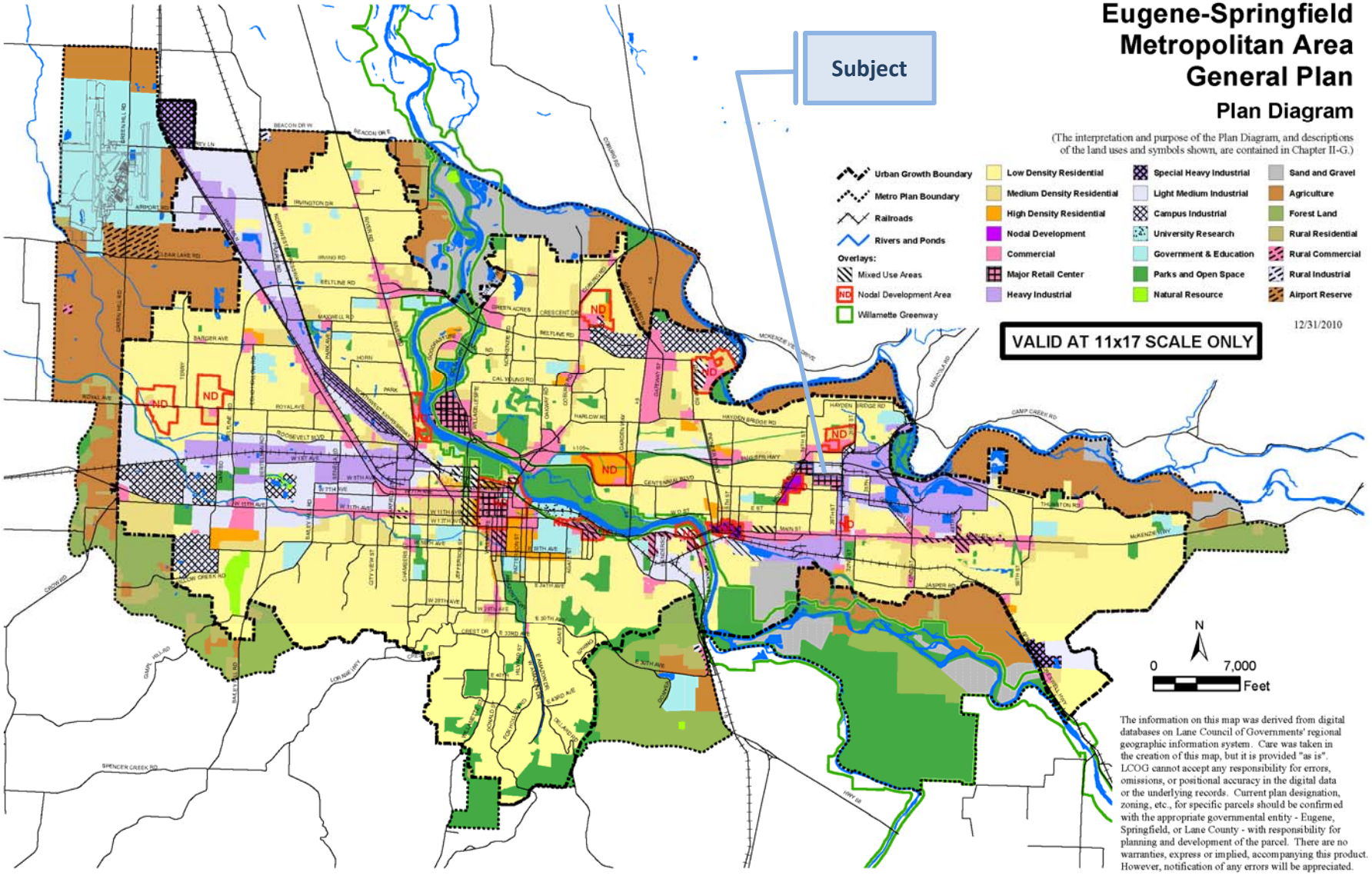
A) the value of the land for redevelopment; and,
B) the value of the subject as a surface parking lot.

These scenarios were analyzed to determine the maximally productive use of the subject site. The Highest and Best Use Section will summarize both scenarios, with the valuation associated with the concluded maximally productive use presented in greater detail within the report.

This appraisal has been prepared in compliance with the most recent revision of the *Uniform Standards of Professional Appraisal Practice* (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. Zoe R. York, MAI and Jasen D. Hansen, MAI are certified general appraisers in the State of Oregon and have the knowledge and experience to complete this assignment competently, in compliance with the stated regulations.

REGIONAL MAP

METRO PLAN MAP



Market Area Description

Greater Eugene-Springfield Metropolitan Area

The Eugene/Springfield metropolitan area is located in Lane County, in the central, western portion of the state of Oregon. The Willamette Valley is the most densely populated portion of the state, with the three largest metropolitan areas—Portland, Salem and Eugene/ Springfield—located at the north, middle and south ends of the valley, respectively.

The community is situated at the confluence of the McKenzie and Willamette rivers at the head of the Willamette Valley. The Willamette River flows northward from the southern valley to its confluence with the Columbia River at Portland and Vancouver, Washington. The Eugene/Springfield metropolitan area is approximately 440 feet above sea level, and the topography of the area is flat valley floor and flood plain land. The head of the Willamette Valley is bordered by the Coast Range on the west and the Cascade Range foothills on the east; the area to the south is mountainous as well. The valley is open to the north.

Eugene is home to the University of Oregon and is also known as "Track Town USA" for its abundant running trails and renowned venue, Hayward Field. Springfield, historically a mill town, is situated between the McKenzie River and the middle fork of the Willamette River. The McKenzie River is world famous for fly-fishing and summer steelhead. Bedroom communities within commuting distance of the larger metropolitan area include Veneta, Junction City, Harrisburg, Coburg, Creswell and Cottage Grove. The metropolitan area is popular for its natural beauty and rich recreational opportunities bolstered by its proximity to the Cascade Mountains, Willamette Valley vineyards, and Oregon coast.

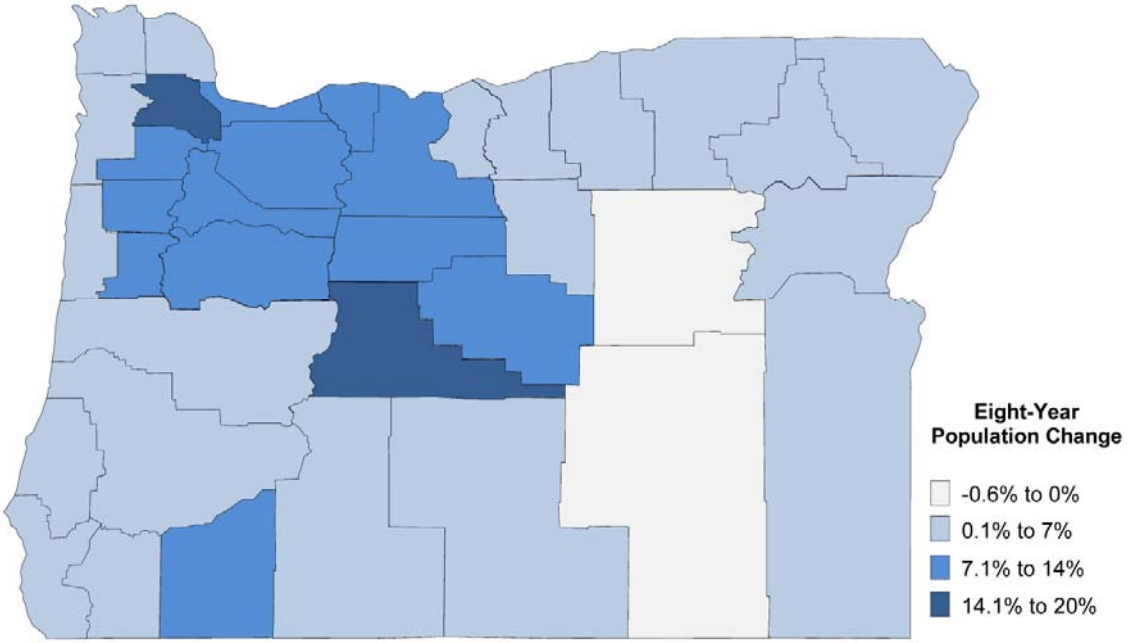
Population & Demographics

Eugene/Springfield is Oregon's second largest metropolitan area, following Portland/Vancouver and the fifth most populous metropolitan area in the Oregon/Washington/Idaho tri-state region. Approximately 70% of the population of Lane County resides within five miles of the Eugene/Springfield metro area. Population growth, regionally and statewide, has been influenced significantly by economic conditions over the past several decades. Population statistics show rapid population growth in Oregon since 1980, as demonstrated in the table below:

	Population					% Growth			
	1980	1990	2000	2010	2018	1980-1990	1990-2000	2000-2010	2010-2018
Eugene	105,664	112,669	137,893	156,185	169,695	6.63%	22.4%	12.3%	8.6%
Springfield	41,621	44,683	52,864	59,403	60,865	7.35%	18.3%	12.4%	2.5%
Lane County	275,226	282,912	322,977	351,715	375,120	2.79%	14.2%	8.90%	6.7%
Oregon	2,633,149	2,842,337	3,421,399	3,831,074	4,195,300	7.94%	20.3%	12.0%	9.5%

In-migration has been the driving force behind population growth in Lane County, due to the availability of job opportunities, a relatively affordable cost of living, moderate local climate and appealing lifestyle amenities. The increase in Oregon's population in 2018 was due largely to net migration, which, at 47,600 people, was one of the largest net migrations since 1996. Over the past 20 years, Oregon had an average net migration of 28,600 people per year. The lowest number of net migrants over the last 20 years was 7,000 in 2010 during the recession. In general, net migration increases as the economy expands and more jobs become available; during recessions, the population becomes less mobile. This fact, combined with Oregon experiencing a deeper recession than the nation as a whole, brought net migration to its lowest levels since the 1980s.[5]

Population Change Since 2010 Census (2010-2018)



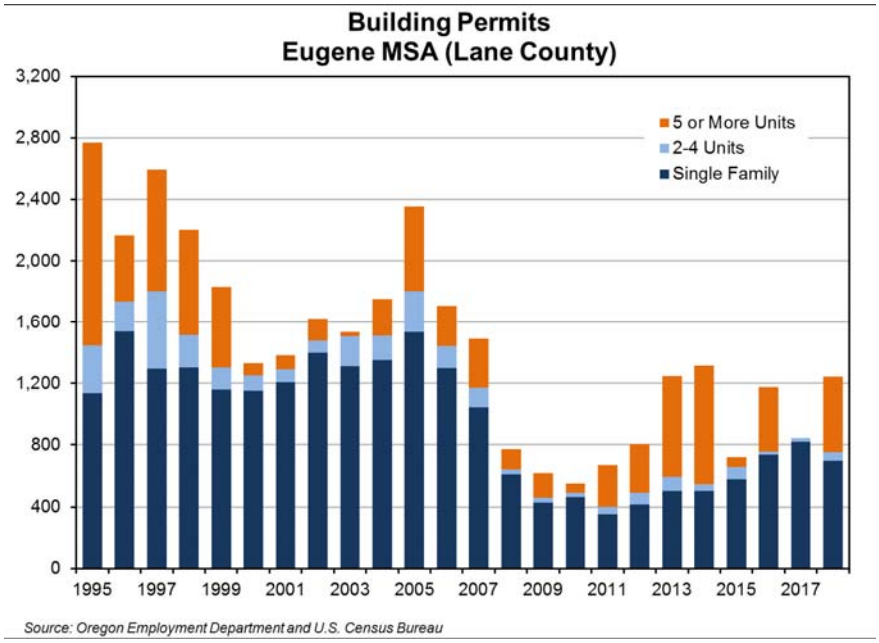
Real Estate Development Patterns

The high economic growth periods in the 1920s, 1960s, 1970s, and 1990s saw the most development activity, with new development extending outward from the city centers. Both Eugene and Springfield saw high levels of residential, commercial and industrial development between 2000 and 2006. The late 2000s economic recession severely curtailed new development in almost all segments of the local market area. In the current expansion cycle, there has been a notable increase in development activity, absorption of vacant lots, and lowered vacancy throughout the market area.

Residential Development—

Most of the area's single-family housing was built from 1965 to 1980, and consists primarily of average-quality, ranch-style homes. Residential development slowed during the recession of 1981-83, with new construction gaining speed beginning in 1988 and continuing until the recession in 2007. New single-family homes constructed since 1988 are of generally higher quality than those of the 1970s, with two-level houses more prevalent due to smaller lots. Between 2008 and 2012, building activity fell well below the historic average for single-family homes. Residential building construction has increased more recently, but not to pre-recession levels due mostly to high construction costs and a constrained land supply.

5 Bechtoldt, Felicia "Oregon's 2018 Natural Population Increase Was the Lowest on Record", Worksource Oregon, 26 April 2019. Web.



Multi-family development in the area ranges in age from new to 50 years old. Most multi-family structures are wood-frame, garden-court style, suburban apartment complexes. A large number of units were constructed in the 1990s, which resulted in above-average vacancy for an extended period of time as new units were absorbed. Recent building permit data indicates that over 3,000 new apartment units have been constructed in Eugene and Springfield since 2000, with an increase in off-campus construction in the last few years. Nevertheless, vacancy has remained low and rents have been increasing, suggesting an under-supply in the market.

New housing construction in Lane County peaked in 2005 before the recession and dropped dramatically from 2006 to 2009. The 2018 building permit data show a slight drop in single-family construction and an increase in multi-unit buildings.[6] Multi-unit structures of five or more units grew rapidly in 2013 and 2014 from a boom in student housing associated with the University of Oregon. Construction of single-family units has steadily increased since bottoming out in 2011, although it is still well below pre-recession levels due mostly to lack of available land.[7] Overall, building activity is recovering to stable levels, but limited land availability and high construction costs will continue to temper the addition of new units to the area.

Commercial and Industrial Development—
Commercial development includes a central business district in Eugene's downtown core, neighborhood shopping centers, two regional malls, and a large lifestyle shopping center, which account for much of the retail space in the market area. Downtown Eugene contains a large amount of office space with city, county, and federal governments occupying the largest share. The downtown Springfield area has a limited supply of general office space, with government agencies occupying the majority of what is available. Over the past 15 years, newer offices have been developed by owner-occupants in the Coburg Road, Chad Drive, and Crescent Avenue subareas in north Eugene, as well as in the Gateway subarea in northwest Springfield.

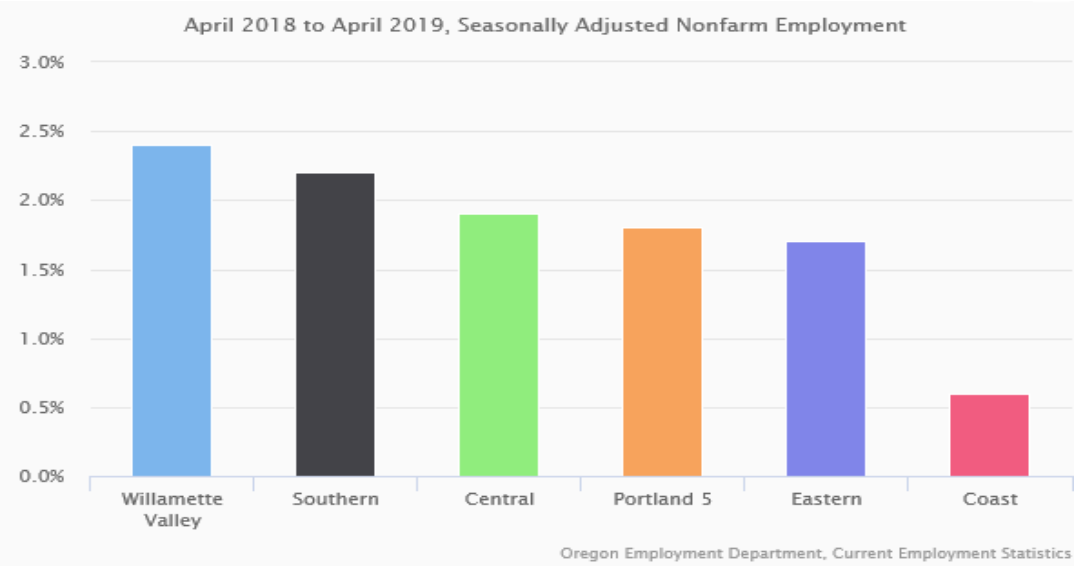
The Eugene/Springfield metropolitan area has several established industrial neighborhoods. The West Eugene industrial neighborhood is the largest and most heavily developed industrial area in the city of Eugene. Industrial development is also occurring near Highway 99N/Airport Road, a developing area with a large amount of vacant land. Industrial development in Springfield is located on the south side of South A Street and in areas near Olympic Street and 42nd Street. Between 2005 and 2007, prior to the late-2000s recession, industrial development had also been occurring at a historically high level.

6. Rooney, Brian. "Lane County Building Permits Rebound in 2018". Worksource Oregon, 12 March 2019. Web.
7. Ibid.

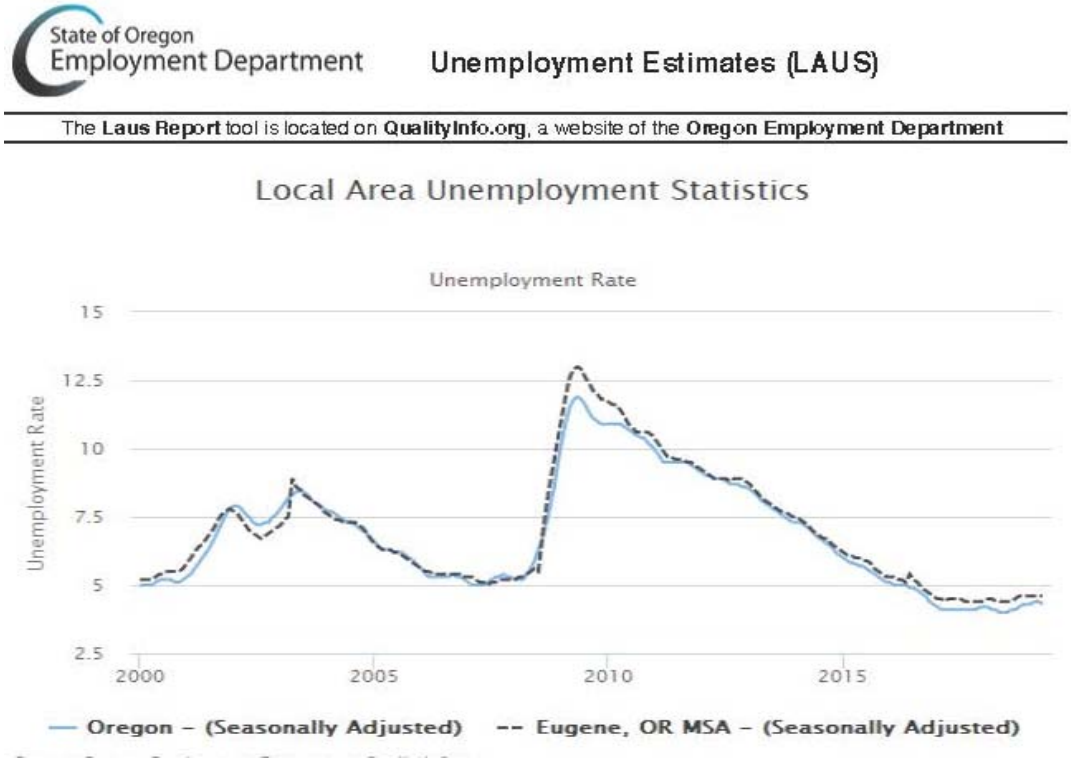
Economic Conditions

The Eugene/Springfield metropolitan area is the regional hub for manufacturing, services and government in the southern Willamette Valley. The primary trading area population is approximately 220,000, and retail, wholesale, and professional services serve an overall population of approximately 550,000, which includes all of Lane County and portions of neighboring counties. Forest products manufacturing, once a major economic driver in Lane County, has declined over several decades due to changes in forest practices and global economic conditions. Another major industry, recreational vehicle manufacturing, was substantially impacted by the most recent recession, resulting in the closure of several RV manufacturing plants locally. Consequently, Lane County's economy has diversified to include an increasing number of jobs in service industries such as retail trade, customer service and health care. The area is home to an expanding artisan food and beverage industry. Regional vineyards, breweries, food manufacturers and retailers are proliferating in the Willamette Valley. Ninkasi Brewing, with over 80 local employees, has risen to the third-largest beer producer in Oregon and 32nd in national beer sales, capturing a portion of the $10.2 billion craft beer industry nationwide.[8] It has expanded its brewing and storage capacity in downtown Eugene and extended its distribution network to 14 states and Canada.[9] Other organic and artisan food producers include chocolatiers, dairy producers, and other specialized food makers.

The Eugene/Springfield metro area has seen a gradual but consistent recovery from the Great Recession of the late 2000s. The area hit a peak unemployment rate of 13.2% in 2009 followed by a steady decrease and stabilization into 2019, generally in line with statewide trends as evident on the chart on the following page After losing approximately 18,000 jobs during the recession, Lane County officially crossed the threshold of the prerecession employment peak in November 2016, having gained back all the jobs lost during the recession.[10] By the end of 2016, Lane County was the 86th fastest growing economy out of 382 metropolitan statistical areas (MSAs) in the U.S. in terms of gross domestic product. That growth was fueled primarily by gains in the professional and business services, financial activities, education and health services industries.[11]



8. "Ninkasi Brewing Continues to Boom and Grow." *Business Oregon*. n.d. Web. <http://www.oregon4biz.com/story.php?storyID=71>. "Beer Sales." *Brewers Association*. N.p., n.d. Web. <http://www.brewersassociation.org/pages/business-tools/craft-brewing-statistics/beer-sales>.
9. Russo, Ed. "Food and beverage providers seek niche in 2016." *Blue Chip Magazine*, February 2016.
10. Rooney, Brian. "Lane County is Finally Back to Prerecession Employment Levels". *Worksource Oregon*, 6 June 2017. Web.
11 Rooney, Brian. "Lane County's Economy Grows Faster Than the Overall Growth Rate for U.S. MSAs in 2016." *Worksource Oregon*. 21 November 2017. Web



According to the Oregon Economic and Revenue Forecast, Oregon's economy continues to expand, and per capita personal income is rising. The labor market is tightening as businesses report difficulty in finding and retaining workers.

Transportation

The metropolitan area is served by the Interstate 5 (I-5) freeway, the westernmost interstate freeway system in the U.S., which extends the length of the west coast. This freeway bisects the metropolitan area from north to south and forms the boundary between Eugene and Springfield. Interstate 105 (I-105), an inter-urban freeway, traverses I-5 and connects Eugene and Springfield. Several major state highways pass through the community and provide a direct route of travel to the major markets throughout the region.

The city of Eugene is a major switching area for the Union Pacific and BSNF railroads. Motor freight carriers and the Greyhound bus line also serve the metropolitan area. Eugene Airport, also known as Mahlon Sweet Field, is the fifth-largest airport in the Pacific Northwest and the largest non-hub airport in the nation, providing commercial air service to major cities in six western states.[12] The Port of Coos Bay, located 120 miles to the southwest, is the largest deep-draft coastal harbor between San Francisco Bay and Puget Sound, and is Oregon's second-busiest maritime commerce center.[13]

Education

The metropolitan area is served by three school districts: Eugene, Springfield and Bethel, containing a total of 35 elementary schools, three K–8 schools, 15 middle schools, seven comprehensive high schools, four

12. *Eugene Airport Media Guide*, Eugene Airport website, http://flyeug.com.
13. Oregon International Port of Coos Bay, "Navigation & Channel Data," http://www.portofcoosbay.com.

alternative high schools, an international high school program on multiple campuses, three K-12 language immersion programs, and a life skills program. There are six charter schools among the three districts. The area is also served by several parochial and college preparatory schools.

Eugene is the home of the University of Oregon, Lane Community College, Gutenberg College, Northwest Christian University and New Hope Christian College. The University of Oregon (UO) is a four-year state university with an enrollment of approximately 23,000 students. UO has earned national and international recognition for excellence in its law school, business, journalism and music colleges, as well as its chemistry, creative writing, psychology and special education programs.

Lane Community College (LCC), a two-year public college, includes general education courses, lower-division college transfer courses, and occupational training. Over 36,000 students take credit or noncredit classes at LCC, which has the third largest enrollment of credit students of the 17 community colleges in Oregon. The main campus is located in south Eugene. LCC's new $54 million, 90,000-square-foot Downtown Campus Academic Building opened in downtown Eugene in 2012. It features sustainable construction and design elements, housing for 255 students and a sizable retail space. LCC also offers a Flight Technology Center at the Eugene Airport, community learning centers in Cottage Grove and Florence, and several outreach centers in area high schools and other sites.

Utilities & Community Services

Water and sewerage are provided by local municipalities, while solid waste disposal service falls to various private firms. Eugene Water and Electric Board, Springfield Utility Board, and Northwest Natural Gas serve most areas throughout Eugene and Springfield. The cities have individual police departments and are involved in a phased consolidation of the fire departments, while outlying areas are served by rural fire districts and the county sheriff's department.

Three hospitals serve the region. Sacred Heart Medical Center at RiverBend, located in the Gateway area of Springfield and operated by PeaceHealth, is licensed for 338 beds and is the only Level II trauma center in Lane County. Sacred Heart Medical Center University District, a 104-bed specialty hospital, is located near the University of Oregon campus in central Eugene. Since the opening of RiverBend in 2008, PeaceHealth has invested substantially in the University District hospital. McKenzie-Willamette Medical Center, an investor-owned acute care hospital licensed for 114 beds, is located in the north-central neighborhood of Springfield.

Additionally, the State of Oregon opened a 211,000-square-foot, 174-bed state psychiatric hospital in Junction City in 2015.[14] In 2016, the U.S. Department of Veterans Affairs opened a 126,000-square-foot hospital in northeast Eugene. The hospital is estimated to have cost $50 million, and services include surgeries, podiatry and dental care. Officials expect to care for close to 14,000 veterans at the new facility.[15]

14. Carillo, Angelica. "New psychiatric hospital in Junction City to welcome first patients this week." *KMTR*. 8 March 2015. Web.
15. McDonald, Sherri Buri. "Veterans, medical staff celebrate Eugene VA clinic's grand opening." *The Register-Guard*. 26 Jan. 2016.

Government Controls & Regulations

Eugene and Springfield are both governed by a mayor/city council/city manager form of government. Lane County has a commission form of government with five county commission districts. Eugene is the county seat. Oregon and Lane County rely on income and property tax receipts for school, local, state and general funding; there is no sales tax in Oregon.

Oregon has one of the most comprehensive land use planning systems in the United States. The system was established in the early 1970s as a way to facilitate orderly development, control urban sprawl and preserve farmland. Each local government was required to establish an Urban Growth Boundary (UGB) and develop a plan in which growth outside the boundary cannot take place until the interior of the boundary is filled. The State Land Conservation and Development Commission (LCDC) was established to oversee the process. Local planning departments and commissions retain the authority to direct growth in their respective jurisdictions, and adherence to the goals of the statewide land use planning system varies within in the state. The state Land Use Board of Appeals (LUBA) was established to settle disputes not resolved at the local level. Citizens may challenge local decisions by appealing to LUBA.

Summary & Trends

Eugene and Springfield are typical western American cities in that they were founded on, and still somewhat depend on, resource-based industries. Major local institutions such as the University of Oregon and government agencies have provided an increased level of stability. The economy has diversified over the past several years and is expected to continue to do so in the future. The local economy tends to parallel national and state business cycles and trends.

The metropolitan area is currently experiencing modest population growth, as is the state as a whole, and the majority of the increase is attributable to migration from other states. In the local area, the fastest growing age group is 55+, a trend that is expected to continue and will further spur the health care and retail services sectors of the local economy.

Overall, the market area is expected to experience continued population growth in the next five years. Real estate values have appreciated and depreciated with the swings of the local economy and the amount of migration. Real estate values are appreciating in the current economic expansion cycle, with higher transaction volume over the past few years as interest rates have remained low, with some stabilization noted throughout the market. The long-term outlook for the area is for continued stability and modest appreciation following national and state-wide trends.

City Map

DeLorme
DeLorme Street Atlas USA® 2015
Subject
Springfield
Thurston
BELTLINE RD
GAME FARM RD
GATEWAY ST
HAYDEN BRIDGE RD
PIONEER PKWY W
LAURA ST
MARCOLA RD
Q ST
W CENTENNIAL BLVD
CENTENNIAL BLVD
MOHAWK BLVD
16TH ST
14TH ST
S 14TH ST
42ND ST
35TH ST
OLYMPIC ST
CAMP CREEK RD
THURSTON RD
MAIN ST
S A ST
S FRANKLIN BLVD
GLENWOOD BLVD
Mill Race
S 32ND ST
S 42ND ST
JASPER RD
BOB STRAUB PKWY
Dorris Ranch Living History Farm
FRANKLIN BLVD
E 30TH AVE
Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2015.
www.delorme.com
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mi
0 ¼ ½ ¾ 1 1¼ 1½
Data Zoom 11-7

Neighborhood Map

NEIGHBORHOOD DESCRIPTION

Downtown Springfield

Downtown Springfield is the historical core of the city and contains the oldest development in Springfield. Downtown streets are dominated by older, storefront-type commercial buildings. The remainder of the neighborhood is a combination of single-family and multi-family residential development that includes the *Washburne District*, a designated national historical district. Land use and development in the neighborhood are generally described as follows:

Commercial Development

Commercial development is located primarily along the major east/west arterials of Main and South A Streets. Main Street is a westbound one-way arterial, while South A Street is an eastbound one-way arterial. Development on these two commercial streets includes two- and three-story storefront buildings dating from the late 1800s and early 1900s, as well as a bank building constructed in the 1960s. With the exception of the Springfield City Hall and the new Justice Center, there have been very few buildings constructed in the downtown Springfield area since the 1960s. The 100 through 700 block of Main Street contains the majority of the older buildings, with South A Street and the 800 and higher blocks of Main Street containing the newer buildings (1950s-60s). The older buildings offer the character and appeal of the era of their construction while the newer buildings are utilitarian with minimal visual appeal. Tenants in the downtown core include several restaurants and bars, the Wildish Theater, the Springfield Library (former City Hall building), alternative schools, and assorted small retail tenants. Some of the buildings have second floor office space or apartments, and there has been some subsidized renovation of this type of space into low-income apartment units.

Development located west of Pioneer Parkway includes several auto-related uses, as well as the old Springfield railroad depot, which was donated to the city by Southern Pacific Railroad and moved to its current location at South A and 2nd Street in 1990. The city received a large grant to rehabilitate the structure and has worked to make the building the focal point of the downtown neighborhood by naming the area the *Depot District*. Commercial development is also located on North A Street and the first few blocks of Pioneer Parkway and Mill Street. These buildings are primarily 1950s and 1960s single-story retail and office structures.

Springfield launched a downtown beautification program several years ago that included the street reconstruction, wall art, and a façade restoration/rehabilitation program, among other things. The façade program has encouraged and provided support for building owners who restore their building façades to the original appearance. The beautification program has greatly improved the appearance of the downtown area. The City of Springfield has been installing LED streetlights to improve the lighting along Main Street between 5th Street and Pioneer Parkway (2nd Street).

Industrial Development

There is no industrial development within the neighborhood as defined. However, there is a large industrial development south of South A Street, which includes the Booth-Kelly Center. The Booth-Kelly Center is a former mill complex that was donated to the city and renovated with government funds into a multi-tenant industrial center. The operation of the center is subsidized to attract industrial development to the Springfield area.

Residential Development

Residential development in the subject neighborhood consists of both single-family and multi-family land uses. The single-family development is located north of the commercial area. The housing stock is mostly wood-frame bungalows and two-story structures built in the late 1800s through the 1920s. The Washburne National Historic District is located within the neighborhood. This area is the original Springfield residential neighborhood and contains the oldest homes in the city. Many of the homes have been restored in the past 20 years with the help of the property tax-freeze program. There are newer homes (1930s to 1960s vintage) scattered throughout the neighborhood that were built on infill lots. There has been essentially no new development since the 1960s. Maintenance levels range from poor to very good and are predominantly average, with homes in the Washburne area maintained better than other parts of the neighborhood.

Multi-family residential development is concentrated on the east sides of Mill Street and Pioneer Parkway between D Street and H Street, although there are several other apartment complexes scattered throughout the neighborhood. Most of the apartments in the subject neighborhood were constructed in the 1960s and 1970s and are of average quality and condition.

Community Development

The subject neighborhood is located in the Springfield School District No. 19 and is served by Springfield High School, as well as several elementary and middle schools. Several parks located within the boundaries of the subject neighborhood provide a wide variety of recreational amenities, including playgrounds, baseball/softball fields, picnic areas, etc. Willamalane Park, located on the northern fringe of the neighborhood, offers public swimming facilities. Silke Field, a multi-purpose stadium owned by the school district, is also located just north of the neighborhood at Springfield High School. The Springfield Library is located in the City Hall building at North 5th Street and A Street.

Transportation

The subject neighborhood is primarily automobile oriented. The area is platted in a lot and block grid fashion. Major arterials are South A Street and Main Street in the east and west directions, and Pioneer Parkway East and Pioneer Parkway West in the north and south directions, respectively. Freeway access is located within one mile of downtown Springfield at the Pioneer Parkway interchange with Interstate 105 to the north and the Glenwood interchange with Interstate 5 to the southeast. Lane Transit District (LTD), the local municipal bus service, also serves the area on Pioneer Parkway and Main/South A Streets.

Summary

The downtown Springfield neighborhood is a combination of commercial and residential uses that consist of the old city of Springfield. The downtown area is no longer the retail center it once was; however, downtown commercial activity has increased in recent years due in part to efforts to beautify the neighborhood. Overall, the downtown neighborhood is a stable area that is experiencing ongoing revitalization.

PROPERTY DATA

Legal Description

The legal description for the subject property is described below:

The West 51 feet of Lot 1 and the East 20 feet of Lot 2, Block 5, Extended Survey of Springfield, as platted and recorded at Page 1, of Volume I, Lane County Oregon Deed Records, in Lane County, Oregon.

The subject is identified by the Lane County Department of Assessment and Taxation as Tax Lot 2900 on Map 17-03-35-32.

Ownership and Sales History

The Lane County Department of Assessment and Taxation and provided title report indicate ownership in the subject property is vested in *City of Springfield*. The property has been under the current ownership for an extended time. Research of available public records and private data services indicates there have been no transactions involving ownership of the subject property in the past three years.

Present Use

The subject is presently a surface parking lot with 22 spaces plus an ADA space. The lot is currently utilized as a permitted lot with spaces leased for $15 per month. The lot is at full occupancy with a waiting list.

Pertinent Conditions of Title

A Preliminary Title Report dated as of September 24, 2019 prepared by Evergreen Land Title Company was provided and reviewed. The report references 5 standard exceptions and only 1 special exception related to taxes. There are no noted exceptions which would encumber the property or impact the utilization under the highest and best use. During the physical inspection, no easements, encroachments or encumbrances were noted that would have a negative impact on the subject property when compared to competing properties. ***A specific assumption of this report is that no negative easements or encroachments affect the subject property. If questions arise regarding easements, encroachments, or other encumbrances, further research is advised.***

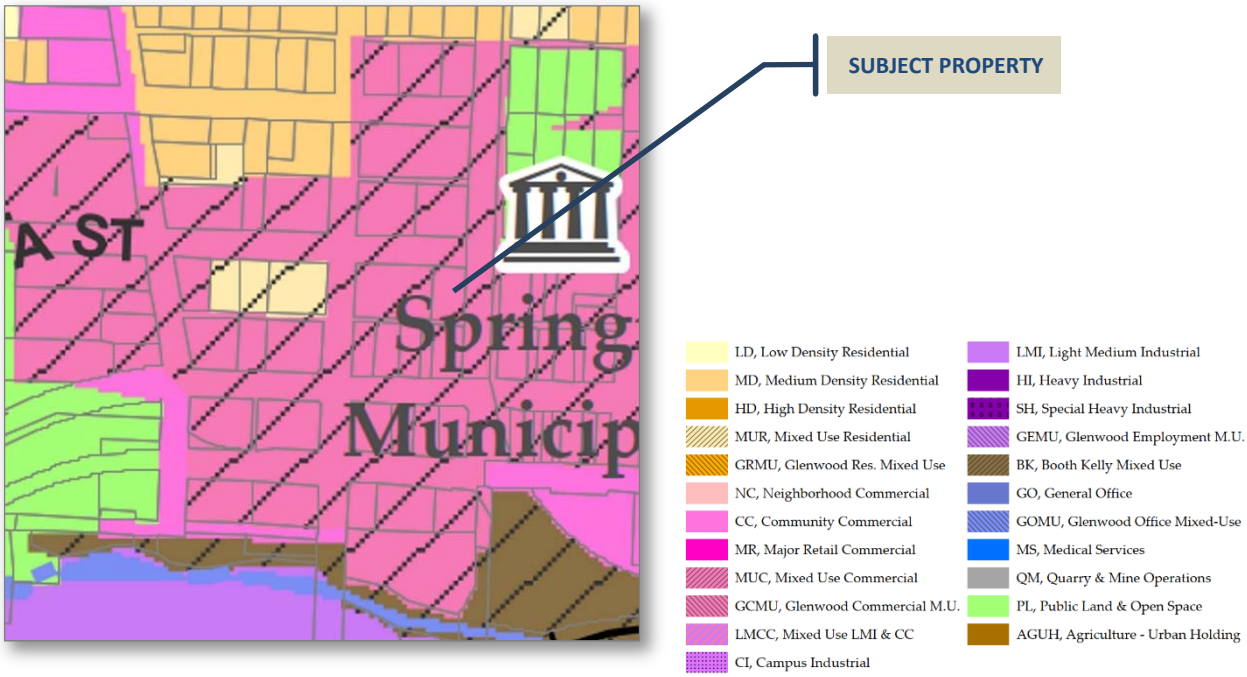
Real Estate Tax Analysis

Owners of real and business personal property pay property taxes according to the assessed value of taxable residential, commercial, farm, industrial, utility and timber property. County assessors use permanent rates set for all taxing districts in fiscal year 1997-98, when taxes were significantly reduced with a statewide average 17% cut in tax levies. Certain types of levies are outside this reduction. The tax rates cannot exceed $15 per $1,000 of real market value. For 1997-98, all property was valued by county assessors at 90% of the July 1, 1995, levels. For subsequent years, assessed values are limited to a 3% annual growth rate. Construction since July 1, 1995, is valued at the average rate of similar properties in the area. One-third payment is due by November 15. If fully paid by November 15, a 3% discount is allowed. Special exemptions, tax relief programs and deferrals are available. The 2019 certified real market and assessed values via the Lane County Department of Assessment and Taxation are set forth as follows:

IDENTIFICATION		REAL MARKET VALUE			ASSESSED VALUE	TAXES
Tax Lot	*Account*	*Land*	*Improvements*	*Total*		
2900	0314474	$150,364	$20,562	$170,926	$80,324	$0.00

Zoning

The subject property is zoned MUC, Mixed Use Commercial with a designation for C, Commercial and ND, Nodal Development. The MUC zoning allows for a wide variety of uses, including non-profit organizations, gyms and athletic clubs, exercise studios, art studios, recreation centers, community centers, fraternal and civic organizations, taverns and brew pubs, cafeterias, restaurants and cocktail lounges, and public offices. The zone also allows for residential development as long as a minimum of 60% of the ground floor area within a new building is dedicated to commercial use. A minimum floor-area ratio (FAR) of 0.40 to 1 shall be required for all new development in the MUC portion of the Downtown Mixed-Use Area. The location within a Nodal Development Overlay District allows for flexibility of mixing compatible uses on the site, and all uses permitted in the NC, CC, MRC, GO, MUC and MS zones are permitted. The Downtown Mixed-Use Area was previously proposed for code amendments that would re-zone the area, but this project has been postponed indefinitely as of the date of value, according to City Staff. Parking lots and parking structures are a specially permitted use in the MUC zone subject to development standards set forth by Section 4.7-180 Mixed Use Districts.



Mixed-Use Commercial District (MUC). The MUC District is established where a mix of commercial with residential uses is compatible with existing nearby uses. Development within the MUC District shall have a commercial dominance, with residential and public uses also allowed. The primary development objectives of the MUC District are to expand housing opportunities; allow businesses to locate in a variety of settings; provide options for living, working, and shopping environments; facilitate more intensive use of land while minimizing potentially adverse impacts; and to provide options for pedestrian-oriented lifestyles. Development areas one acre or more in size in the MUC District shall have frontage on either an arterial or collector street. Access to any MUC development area may be from a local street, if there is no negative impact on adjacent residential uses.

Pertinent Development Standards: For residential developments a minimum of 60% of the ground floor area shall be dedicated to commercial uses and a minimum FAR of 0.40 shall be required for all new development in the MUC portion of the Downtown Mixed Use Area.

Additional Information

The City of Springfield development code, which includes building standards and permitted uses, is available at <http://qcode.us/codes/springfield-development/>, the City of Springfield's development code site.

Subject Photographs

Viewing south across the parking lot.

Westernmost parking spaces.

Easternmost parking spaces.

Viewing north across the parking lot.

Viewing west at adjacent public alley from the subject lot.

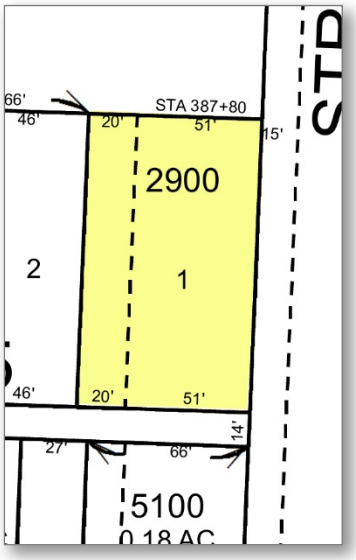
Viewing north at Pioneer Parkway from the subject lot.

Site Description

The following summarized property description is based on a personal inspection of the subject, review of information provided by the owner, and review of Lane County records. For a visualization of the subject site, your attention is directed to the subject photographs and aerial photographs included within this report

Site Size: 8,520 square feet, or 0.20 acre.

Site Configuration: Rectangular shaped corner parcel.



Topography: Level and at grade with abutting streets and properties.

Zoning: The subject property is zoned MUC, Mixed Use Commercial with a designation for C, Commercial and ND, Nodal Development.

Linkages & Access: The subject is well-located with respect to Downtown Springfield, supportive and complementary commercial services, residential districts where patrons and employees live, and intercity and interstate highways and mass transportation. The site is currently accessed from A Street and the alleyway to the south. There is no vehicular access from Pioneer Parkway East.

Exposure & Frontage: The subject property has good exposure to Pioneer Parkway East and A Street, with frontage on both streets and the alleyway to the south.

Utilities: All public utilities are available to the subject property.

Abutting Properties—

North: A Street followed by commercial development.
East: Pioneer Parkway followed by commercial development.
South: Public alleyway followed by commercial development.
West: Commercial development.

Street Improvements: At the subject property, A Street is a bidirectional downtown street, with traffic traveling east/west. The street has short-term on-site parking, sidewalks, concrete curbs, and gutters. Pioneer Parkway East is a one-way arterial with traffic traveling north. This street is asphalt paved with two traffic lanes, an EmX rapid transit lane, concrete curbs, gutters and sidewalks.

Flood Hazard Area: Zone X, outside the 500-year flood, according to FEMA Map 41019C1142F. **It should be understood the appraisers are not experts in this field and if there is further concern with regard to flood hazard areas or insurance requirements, further research is advised.**

Wetlands/Soils: There are no known wetlands located on the subject property. A soil survey has not been supplied to the appraisers. During the property inspection, there were no conditions observed that would suggest any problem with development of the site. It is assumed there are no soil conditions that would affect development of the subject site to its highest and best use.

Hazardous Wastes: A current Environmental Site Assessment of the subject property was not available. The appraisal is predicated on the assumption that there are no hazardous wastes on or in the property that would affect the highest and best use of the subject property and/or cause a loss in value. **If there is further concern with regard to hazardous materials, further research is advised.**

Site Rating: Overall, considering physical and locational attributes, the subject is rated as a good quality mixed use parcel in Downtown Springfield.

Improvements: The site is asphalt-paved, with vehicle parking stalls and a central drive lane. The subject improvements consist of asphalt paving marked and configured as a 22-space parking lot with 1 ADA space.

Overall, the parking improvements are of average quality and in average condition. No significant items of deferred maintenance were noted and there are no apparent functional issues associated with the configuration of the parking stalls. This overall observed condition was considered in the appraisal analysis.

Highest and Best Use

The term "Highest and Best Use", which was previously defined, applies specifically to the highest and best use of land. It is recognized that, in the case where the site has existing improvements, highest and best use may very well be determined to be different from the present use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use. In order to pass the test of highest and best use, a property use must be legally permissible, physically possible, and financially feasible or marketable. Therefore, in the measurement of highest and best use the ability of the subject property to meet these criteria, as if vacant and as improved, was analyzed.

As If Vacant

The legal considerations primarily focus on the zoning of the site, which is MUC, Mixed-Use Commercial. The MUC zoning is designed to allow a wide variety of commercial uses with residential and public uses also allowed. Development within the MUC District is intended to have a commercial dominance, with secondary residential and public uses. Please see the zoning section of this report for a discussion of allowed uses. The physical characteristics of the subject site have previously been described and are supportive of development with an allowable use under the MUC zoning. The site is level and there is a full level of public utilities to the site. Direct access is available from one street and a public alleyway with additional exposure to an additional high traffic street. The highest and best use of the subject, as if vacant, would be to develop as demand warrants with an allowable use under the MUC, Mixed-Use Commercial zoning ordinance.

As Improved

The site is 100% asphalt-paved, with vehicle parking stalls and drive lanes arranged to maximize the number of stalls. The subject improvements consist of asphalt paving marked and configured as a 22-space parking lot. Overall, the parking improvements are of average quality and in average condition. Legally and physically the property can continue as a surface parking lot with monthly or daily parking rental or could be redeveloped with an allowable use within the MUC zone.

Maximally Productive Use—

In order to conclude the appropriate maximally productive use of the subject property, consideration must be given to the value as improved and as redevelopment land. The analysis of the maximally productive use of the subject property involves the following steps:

1. Analysis of the land-only value for redevelopment;
2. Analysis of the property as improved – as a surface parking lot;
3. Comparison of the values as improved and as vacant, with consideration given to market perceptions and trends.

Analysis as Development Land—

Based on the sales presented within this report, the value of the site for redevelopment is estimated at approximately $20 per square foot given the small site size but high utility on a corner with good accessibility and interim use as a parking lot. This equates to **$170,000** as redevelopment land.

Analysis as Improved—
The following analysis estimates the value of the property as an improved parking lot. The first step is the estimate of economic rent for the subject property. Based on surrounding lots in the area and demand from commercial users in the immediate area, there is ample demand for monthly permit parking. The following chart summarizes rents for parking spaces in comparable lots in the downtown market area.

Competitive Surface Lot Monthly Rental Rates			
NO.	LOCATION	LOT TYPE	MONTHLY RATES
1	7th Street & A Street Springfield	Uncovered	$15
2	220 5th Street Springfield	Uncovered	$15
3	538 Main Street Springfield	Uncovered	$30

In the local market area, every parking lot functions differently—even lots that are adjacent to each other can generate different space rents or achieve different occupancy levels depending on a wide variety of factors. The forecasted space mix, rates, and occupancy are considered to reflect a realistic analysis a typical market participant would undertake if purchasing the subject. There is potential to designate the spaces at a mix of daily/hourly/monthly uses that maximizes income, taking into account the risk of an as-yet unproven income stream, as the subject has historically been rented at below market rates. For this threshold analysis, an aggressive approach will be taken to reflect the highest possible valuation achievable for the surface parking lot in order to determine the maximally productive use. Based on the above analysis, potential income is estimated as follows:

Parking Spaces:	22 (excluding ADA)
Monthly Rate:	$30 (highest achieved in immediate area)
Occupancy:	95%
Annual Income:	**$7,524**

The next step in the maximally productive use analysis is the estimate of typical annual operating expenses to calculate the net operating income for the subject. The forecasted potential gross income reflects a gross basis, with the owner responsible for property taxes, maintenance and management. Expenses for operating the subject property are based on available market data, and are estimated as follows:

Real Estate Taxes—The subject's 2019 property taxes were as follows:

IDENTIFICATION		REAL MARKET VALUE			ASSESSED VALUE	TAXES
Tax Lot	*Account*	*Land*	*Improvements*	*Total*		
2900	0314474	$150,364	$20,562	$170,926	$80,324	$0.00

The property is currently tax exempt. Utilizing the tax code area 01999 millage rate of 17.9123, the taxes would equate to approximately $1,439 or approximately **19% of gross income**.

Maintenance & Reserves—Typically, daily maintenance for surface parking lots such as the subject is done by a management company. Larger maintenance items as well as reserves for replacement of long-lived items are responsibility of the owner. In this analysis, a maintenance and reserve expense of **3% of gross income** is estimated based on the costs reported by other parking lot owners.

Management—Companies that manage surface lots in the area provide services such as operating the parking lot, collecting cash deposits, issuing violations, and daily maintenance and cleaning. Service fees vary widely depending on the physical features of the lot, as well as its income potential and the structure of the management contract. A local parking management company indicated that for a lot like the subject with low overall gross income, the management expense would either be 50% of net operating expenses or $150 to $200 per month flat fee. In this analysis, a management expense of **$2,400 is estimated** which is close to the 50% of net income methodology. This reflects **32%** of effective gross income.

The final step in estimating the maximally productive use analysis is the selection of an appropriate overall capitalization rate to convert the estimate of net operating income into value. The overall capitalization rate is considered a measure of risk. Typically, more risky properties indicate a higher overall rate while less risky properties indicate a lower overall rate. Risk can be in the form of older age, poor condition, an inferior location and other similar factors. The subject is an asphalt-paved parking lot and the risk associated with the remaining economic life is nominal. Additionally, a high percentage of the value is represented by the underlying land, which decreases the risk to the investment if the current use cannot continue.

Most parking lots which sell have underlying land value that either exceeds or is nearing the value as an improved parking lot and most often are purchased based on the underlying land value rather than on the income-generating potential for surface parking. There were no sales of parking lots or parking structures with which to extract a reliable overall capitalization rate. According to a local manager of a large company that owns parking lots and manages lots for other owners, market participants make purchasing decisions with the recognition that properties improved as surface lots often have a different highest and best use. Purchasers of surface lots look to pay underlying land value, recognizing the long-term investment. This can sometimes result in a capitalization rate relative to the parking income of 1% to 3% when the highest and best use is redevelopment.

When analyzing this type of property, an important component to recognize is not only the locational, physical and market characteristics of the property, but also the perceived investment risk. In selecting the appropriate rate, the property as an investment would also be compared to other investment possibilities.

As a long-term investment, the subject lot could be compared to long term ground leased properties or triple net investments, with consideration given to some offsetting risk characteristics such as the lack of improvements on the site and lack of a long-term lease in place, offset by the lower returns typically required for land compared to improved properties and the upside for redevelopment of the site. The chart on the following page lists ground leased properties or long-term net leased properties with significant tenant investment or limited site improvements sold in the last 5 years that essentially reflect similar risk as a land lease from an investor perspective.

These sales reflect capitalization rates ranging from 3.7% to 5.5% for a range of sale dates. The lowest indicator is a corporate leased Starbucks and is lower than would be expected for the subject. The remaining sales have capitalization rates ranging from 4.9% to 5.5%. These types of transactions are fairly limited which results in several dated sales. However, the capitalization rates reflected in these sales are generally consistent with more recently observed improved triple net investments in 2018 and 2019 with some downward pressure and stabilization in the last few years compared to 2016 and 2017.

Ground Lease & Long-Term NNN Lease Investments					
NO.	LOCATION	SALE DATE	YEAR BUILT	SALE PRICE	OAR
1	Starbucks 1895 Franklin Blvd. Eugene	3/16	2015 *(rebuilt)*	$3,765,000	0.037
2	KeyBank ground lease 1625 Mohawk Blvd. Springfield	1/16	2014	$3,425,000	0.049
3	US Bank Ground Lease 1400 Highway 99 Eugene	11/17	1975	$980,000	0.050
4	Dutch Bros. Lease 1701 W. 11th Avenue Eugene	8/16	1959/2004	$910,000	0.055

In this analysis, a rate of 5% is utilized which is on the lower end of the range of overall rates for typical investments but is considered appropriate for the threshold analysis.

The valuation of the subject property for the maximally productive use threshold is summarized as follows:

Pro Forma Income Analysis				
Surface Parking Lot • 245 A Street • Springfield				
Space Type	**Total Spaces**	**$/Month**	**Monthly Rent**	**Annual Rent**
Surface Parking	22	$30.00	$660	$7,920
Potential Gross Annual Income				**$7,920**
Less: Vacancy & Collection Loss	5%		–	$396
Effective Gross Income				**$7,524**
Taxes	19%	$1,439		
Maintenance & Repairs	3%	$226		
Management	32%	$2,400		
Less: Total Operating Expenses			–	**$4,065**
Net Operating Income				**$3,459**
Divided by Overall Rate:			÷	0.0500
Market Value Indicated by the Income Capitalization Approach:				$69,180
Rounded to:				**$70,000**
Resulting $/SF Land Value Threshold:				**$8.22**

Conclusion—
The value of the subject as development land is concluded to be $20.00 per square foot, as summarized on p. 32 of this report and demonstrated by the analysis in the following section. The value of the subject as improved, based on its income-generating capacity as a surface parking lot, is concluded above to be $8.22 per square foot. Therefore, in the current configuration and considering current and anticipated market demand for parking in the immediate area relative to available supply, the existing improvements cannot generate enough income to support the value of the 8,520 square-foot site as though vacant and available for development under the MUC zoning ordinance. The surface lot does offer income for an interim use, but ultimately the underlying land value exceeds the surface parking lot value and the highest and best use would be redevelopment, when financially feasible.

Appraisal Process

The appraisal process that is applied to most real estate properties is designed to evaluate all factors that influence value. Regional, city and neighborhood information has been presented to inform the reader of general outside influences that may affect value. In addition, the site and improvements have been described in detail. The interaction of the site and improvements establishes the utility and desirability of the entire property. The Highest and Best Use section has been provided to evaluate the effect of legal, physical, and market considerations that influence the use of the property. The next portion of this appraisal process deals directly with the valuation of the property.

The Cost Approach is based on the principle that the value of the property is significantly related to its physical characteristics, and that no one would pay more for a project than it would cost to build a like project in today's market on a comparable site. In this approach, the market value of the site is estimated and added to the estimated value of the improvements.

The Sales Comparison Approach is based on the principle of substitution. This principle states that no one would pay more for the subject property than the value of a similar property in the market. In active markets with a large number of physically similar comparables, this approach is generally considered a good indicator of value. However, the use of this approach is limited, because many properties have unique characteristics that cannot be accounted for in the adjustment process. In addition, market data is not always available. Both of these factors may reduce the validity of this approach.

The Income Capitalization Approach is based on the premise that commercial properties are income-producing, and that investors purchase these properties based on their income-producing ability. In the Income Capitalization Approach, market rent is established for the subject property, net operating income (NOI) is calculated by deducting typical operating expenses and a market-derived capitalization rate is applied in order to convert the estimate of NOI into value. An overall capitalization rate is then from market sales of properties with similar risk characteristics. This approach is typically what an investor would utilize to estimate a value for a property similar to the subject.

In the following analysis, the Sales Comparison Approach will be utilized. The Income Capitalization Approach and Cost Approach are not applicable valuation techniques for vacant or redevelopment land.

SALES COMPARISON APPROACH

Land Value Estimate

Research and subsequent analysis was conducted of recent sales of commercial land in the local market, and those considered to offer the best comparison to the subject are presented. All sales were cash or cash equivalent transactions and were arm's-length, with no noted duress reported by the parties involved. Additionally, the sales were compared to the subject based on the following characteristics:

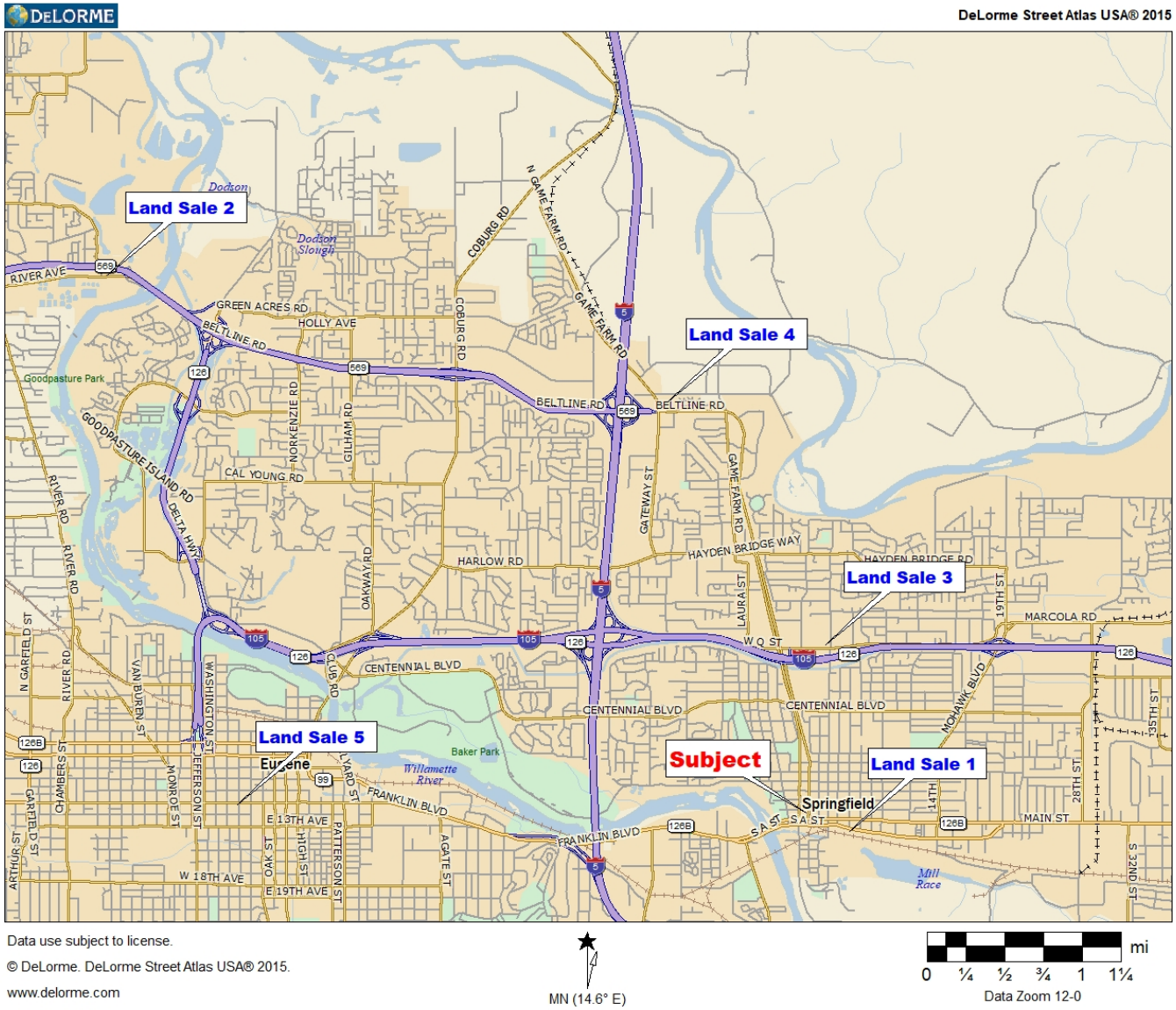
- ***Market Conditions (sale date)***—current market conditions compared to market conditions at the time of sale.
- ***Location***—analyzes the subject site and its immediate surroundings, how it relates to those surroundings, and how it relates to the market area within the community's land use plan.
- ***Site Size***—specifically in terms of development potential, giving consideration to land use regulations. The subject site is a typical size for downtown development parcels and is bracketed by the available market data.
- ***Zoning***—specifically in terms of allowable uses, parking, setbacks, floor area ratios and other development standards.
- ***Utilities***—impact of available utilities, and/or the costs estimated to bring sufficient utilities to the site for development. The subject property is fully served, as are all the comparable sites.
- ***Access***—identifying the degree of convenience or inconvenience involved in moving people, goods and services to and from the site. The subject property has good overall access.
- ***Exposure***—specifically relative to the number of sides a particular site has, then analyzing the degree of exposure, relative to the highest and best use of the site and how it affects the site. The subject property has good exposure.
- ***Shape***—analyzing the site in terms of development potential.
- ***Site Improvements***—the subject site includes asphalt paving and has interim use as a parking lot.
- ***Overall Rating***—a rating summarizing the above characteristics including opinions based on interviews with market participants and the appraiser's experience and knowledge of local market influences.

Adjustments—The lack of uniformity within the market prevents direct extraction of quantitative adjustments from the available market data. Qualitative analysis of market behavior was used to identify which comparables are superior or inferior to the subject based on the relevant elements of comparison. Analysis of the location and other physical similarities and differences between the items of market data and the subject establishes value parameters for the subject property, allowing for a conclusion of value. The land sale transactions summarized in the following table are included on the following land sales location map.

Redevelopment Land Sales Chart

NO.	LOCATION	SALE DATE	SITE SIZE	ZONING	SALE PRICE	SALE PRICE /SQ. FT.
1	Speculative Hold Purchase 705 S. A Street Springfield 17-03-35-31, Tax Lots 13600 & 13500	1/18	203,860 sq. ft. (4.68 ac.)	MUC	$1,250,000	$6.13
2	Church Redevelopment Purchase 687 River Avenue Eugene Map 17-04-13-00, Tax Lot 3400	4/19	58,806 sq. ft. (1.35 ac.)	C-2/SR	$653,125	$11.11
3	Older Residences: QSR Redevelopment Q Street & 5th Sale Springfield Map 17-03-26-24, Tax Lots 2200, 2300, 2400, 2500	10/17	57,935 sq. ft. (1.33 ac.)	CC	$1,200,000	$20.26
4	3636 Game Farm Road Springfield Map 17-03-15-33, Tax Lot 1100	Listing	23,522 sf (0.54 acre)	CC	$450,000	$19.13
5	Improved Hold for Redevelopment Site Downtown Eugene: Improved Special Purpose 1100 Charnelton St. Eugene Map 17-03-31-42, Tax Lots 3700, 3800, 3900	10/16	19,200 sq. ft. (0.44 ac.)	C-2/TD	$895,000	$46.61
	SUPPLEMENTAL SALES					
A	Former Church: Amazon Corner Apartments Redevelopment Site 3195 Hilyard St. Eugene Map 18-03-08-21, Tax Lot 5900	8/16	79,692 sq. ft. (1.83 ac.)	C-2	$1,854,000 Adjusted	$23.26
B	Luxury Apartment Redevelopment Site Improved Office 177 Day Island Road Eugene Map 17-03-29-34, Tax Lot 200	8/18	39,524 sq. ft. usable (1.54 ac. gross) (0.91 ac. usable)	C-2/PD/ WR	$2,200,000 Adjusted	$55.66
C	Luxury Apartment Redevelopment Site 35 Club Road Eugene Map 17-03-29-32, Tax Lot 1500	8/17	29,887 sq. ft. (0.69 ac.)	C-2/SR	$2,018,760	$67.55
D	Church Redevelopment Purchase 1062 Main Street Springfield 17-03-35-41, Tax Lots 4800 & 4900	5/17	22,651 sq. ft. (0.52 ac.)	MUR	$230,000	$10.15
E	Entitled Office Development Site Harlow Rd. & Beverly St. Springfield Map 17-03-27-22-00200 & 300	12/16 Listing	40,075 sq. ft. (0.92 acre)	CC	$770,000 $1,950,000	$19.21 $36.69
	Subject 245 A Street Springfield		8,520 sq. ft. (0.20 ac.)	MUC		

Land Sales Location Map



Land Sale Comparable 1

PROPERTY DATA	
Location	705 S. A Street
City, State	Springfield, Oregon
County	Lane County
Map & Tax Lot	17-03-35-31, Tax Lots 13500 & 13600
Size (SF)	203,860
Size (Acres)	4.68
Zoning	MUC
Shape	Irregular
Topography	Generally Level
Access	A Street; S. 7th right of way
Flood Zone	Zone X
Utilities	All available
Proposed Use	Hold for eventual development.
Improvements at Time of Sale	None.

SALE DATA	
Sale Date	1/18
Sale Price	$1,250,000
Price Per Square Foot	$6.13
Deed Record	2018-1700
Grantor	Kendall Development Group, LLC
Grantee	Karotko, LLC
Terms	Cash to seller
Marketing Time	Unknown.

COMMENTS	
Vacant lot located on A Street and abutting the railroad. Purchased as a hold for future development. Buyer planned to ultimately partition the site and sell smaller portions for development.	
Confirmation	Karotko, LLC Buyer

Land Sale Comparable 2

Property Data

Location	687 River Avenue
City, State	Eugene, Oregon
County	Lane County
Map & Tax Lot	17-04-13-00, Tax Lot 3400
Size (SF)	58,806
Size (Acres)	1.35
Zoning	C-2/SR
Shape	Rectangular
Flood Zone	Zone X
Topography	Level
Access	River Avenue
Utilities	All available
Proposed Use	Redevelopment
Improvements at Time of Sale	Old church building and single-family residence planned for demolition.

Sale Data

Sale Date	4/19
Sale Price	$653,125
Price Per Square Foot	$11.11
Deed Record	2019-017824
Grantor	Stolen Land IV, LLC
Grantee	Byrum Properties, LLC
Terms	Cash to Seller
Marketing Time	Listed in June 2018, sale was subject to site review which extended the due diligence period.

Comments

Site purchased for redevelopment. Demolition not explicitly deducted but considered in the purchase price. The new development was subject to site review which was paid for and facilitated by the buyers prior to purchase.

Confirmation	Darren Stone, Selling Broker

Land Sale Comparable 3

PROPERTY DATA	
Location	Q Street & 5th
City, State	Springfield, Oregon
County	Lane County
Map & Tax Lot	17-03-26-24, Tax Lots 2200-2500
Size (SF)	57,935
Size (Acres)	1.33
Zoning	CC
Shape	Irregular
Topography	Level
Flood Zone	Zone X
Access	Q Street & N. 5th Street
Utilities	All available
Proposed Use	Redevelopment with Dominos Pizza.
Improvements at Time of Sale	Older residences planned for demolition; no adjustment considered by buyers.

SALE DATA	
Sale Date	10/17
Sale Price	$342,852 $857,148 $1,200,000
Price Per Square Foot	$20.26
Deed Record	2017-52615 2017-52614
Grantor	Madani Hamid Jodi Marie Straushbaugh
Grantee	PRP Inc
Terms	Cash to seller
Marketing Time	Less than 6 months

COMMENTS	
Property improved with several single-family residences planned for demolition. Purchased for development with a Dominos Pizza. Purchased in two transactions to assemble the development site.	
Confirmation	Gary Martin, CW Walker

Land Sale Comparable 4

Property Data

Location	3636 Game Farm Road
City, State	Springfield, Oregon
County	Lane County
Map & Tax Lot	Map 17-03-15-33, Tax Lot 1100
Size (SF)	23,522
Size (Acres)	0.54
Zoning	CC
Shape	Rectangular
Flood Zone	Zone X
Topography	Level
Access	Game Farm Road
Utilities	All available
Proposed Use	Redevelopment with retail use
Improvements at Time of Sale	Drive Through Coffee Stand

Sale Data

Sale Date	Listing
Sale Price	$450,000
Price Per Square Foot	$19.13
Deed Record	-
Grantor	-
Grantee	-
Terms	-
Marketing Time	-

Comments

Retail pad site improved with a coffee drive-thru with all utilities available and asphalt paving. Reciprocal easements in place for ingress/egress as well as parking with adjacent properties.

Confirmation	Stephanie Seubert, Listing Agent

Land Sale Comparable 5

Property Data

Location	1100 Charnelton Street
City, State	Eugene, Oregon
County	Lane County
Map & Tax Lot	17-03-31-42, Tax Lots 3700, 3800 & 3900
Size (SF)	19,200
Size (Acres)	0.44
Zoning	C-2/TD
Shape	Rectangular
Flood Zone	Zone X, areas outside 500-year flood
Topography	Level
Access	W. 11th Avenue & Charnelton Street
Utilities	All available
Proposed Use	Long-term redevelopment land with holding costs offset with income generated by improvements. Has not yet been redeveloped as of date of value, leased to new commercial tenant.
Improvements at Time of Sale	11,992-square-foot building constructed in 1908 utilized as a funeral home and apartments.

SALE DATA

Sale Date	10/16
Sale Price	$800,000
Demolition Costs	$95,000
Adjusted Price	$895,000
Price Per Square Foot	$46.61
Deed Record	2016-51103
Grantor	Musgrove Charnelton
Grantee	Our West 11th Holdings, LLC
Terms	Cash to Seller
Marketing Time	Listed July 2015 for $850,000.

Comments

Buyer will not sell or lease the property to another funeral home or crematorium for a two-year period.	
Confirmation	Tim Campbell, Broker Campbell Commercial Real Estate

Qualitative Adjustment Grid						
	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
Market Conditions (Sale Date)	9/19	1/18	4/19	10/17	Listing	10/16
Comparison to Subject		Sl. Inferior	Similar	Inferior	Sl. Superior; Asking Price	Inferior
Location	Downtown Springfield	Downtown Springfield	River Road; North Eugene	Mid-Town Springfield	Gateway/ Riverbend Springfield	Downtown Eugene
Comparison to Subject		Similar	Sl. Inferior	Sl. Superior	Sl. Superior	Superior
Square Feet	8,520	203,860	58,806	57,935	23,522	19,200
Comparison to Subject		Inferior	Inferior	Inferior	Inferior	Inferior
Zoning	MUC	MUC	C-2/SR	CC	CC	C-2/TD
Comparison to Subject		Similar	Sl. Superior	Sl. Inferior; limitations on residential uses	Sl. Inferior; limitations on residential uses	Sl. Superior
Access/Exposure	Good	Good	Average	Good	Average; shared access	Good
Comparison to Subject		Similar	Inferior	Similar	Inferior	Similar
Site Improvements	Asphalt Paving; Surface Parking Lot; interim use	Some paving	Church & Single-Family residence; interim use/income	Single-family residences; interim income	Asphalt paving & Drive-Thru Coffee Shop; interim income	Commercial building; interim income
Comparison to Subject		Sl. inferior	Similar overall	Similar overall	Similar overall	Similar; offsetting with higher demolition costs
Sale Price/SF		**$6.13**	**$11.11**	**$20.26**	**$19.13**	**$46.61**
Value Conclusion		**Low Indicator**	**Low Indicator**	**Good Indicator; offsetting**	**Good Indicator; offsetting**	**High Indicator**

Size Discussion—Most of the development sites with similar zoning which have sold recently are much larger than the subject site. The subject site benefits from good central location, good utility having exposure to a high traffic street and accessibility from a secondary street and alley, and also has interim use as a surface parking lot. Many of the sales have similar interim uses and good utility but are much larger sites, which puts downward pressure on the price per square foot for the comparable sales compared to the subject's small site size. A site in Downtown Eugene recently sold for over $100 per square foot for a 16,988-square-foot site, compared to larger commercial sites in the immediate area which have reflected prices in the $60± per square foot range. This recent sale is not a good sale comparable for the subject given the superior location but does offer some evidence to the premium on price per square foot for smaller sites, which is considered in this analysis.

Residual Discussion—Very few sales have occurred in the subject's immediate area, except for Comparable 1 which was a significantly larger site located along the railroad tracks. An improved property with a shell building sold in 2017 for $495,000, with a higher land-to-building ratio. The site was improved with a 3,960-square-foot auto repair building constructed in 1912 on a 13,068-square-foot site zoned CC, Community Commercial, with good exposure but slightly inferior accessibility. Based on a review of similar structures, the auto repair facility and site improvements would be estimated to contribute approximately $50 per square foot to the site, or $200,000 (rounded). This results in $295,000 residual value for the land, or $23 per square foot for a slightly larger site. This is considered in support of the final value conclusion.

Site Value Conclusion—Recognizing the differences in the location and physical features of the comparable properties relative to the subject, including the subject's zoning, location and size, the available market data supports a value for the subject of $20.00 per square foot, or **$170,000** (rounded).

RECONCILIATION & FINAL VALUE CONCLUSION

Based on the preceding data and analysis, the market value of the as-is fee simple interest in the subject property, as of September 23, 2019, is estimated to be **$170,000.**

Marketing Time and Exposure Time

Marketing time is defined as, "An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal."[16]

Exposure time is defined as, "The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market."[17] Exposure time is always presumed to occur *prior to* the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort.

In estimating marketing and exposure time for the subject property, consideration was given to sales that have occurred in the marketplace and properties that have been offered for sale. Based on market information, the exposure time and marketing time for the subject property are each concluded to be 9 to 12 months.

16. Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Ed. (Chicago: Appraisal Institute, 2015).
17. Ibid.

ADDENDA

Surface Parking Lot
245 A Street
Springfield, Oregon

CERTIFICATION
PLAT MAP
ENGAGEMENT CONTRACT
APPRAISERS' QUALIFICATIONS

CERTIFICATION

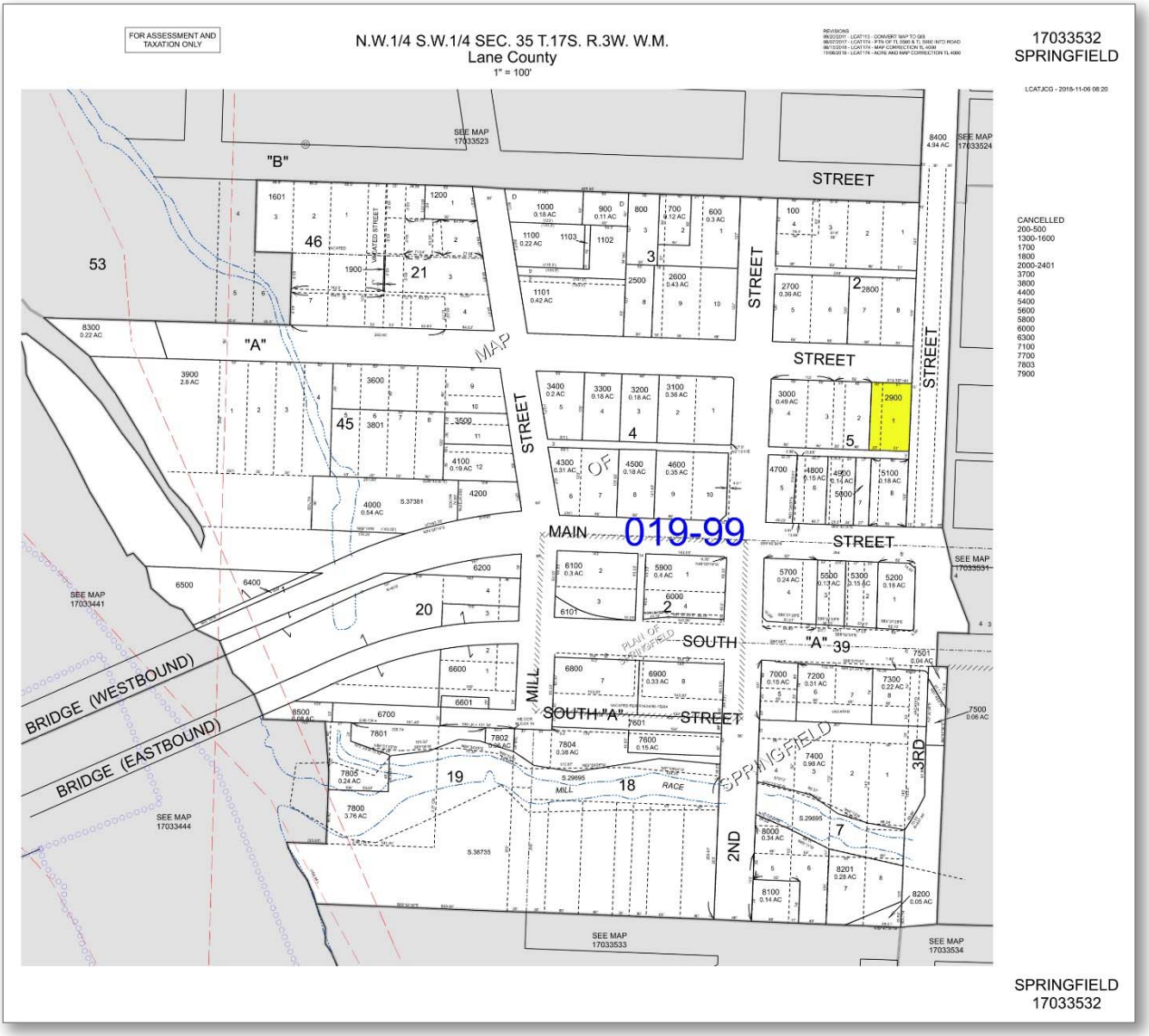
We, Zoe R. York, MAI and Jasen D. Hansen MAI do hereby certify that:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Zoe R. York, MAI inspected the subject property on September 23, 2019. Jasen D. Hansen, MAI inspected the property at a later date.
- The appraisers have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- No one provided significant professional assistance to the person signing this report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Zoe R. York, MAI has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.
- As of the date of this report, Jasen D. Hansen MAI has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.
- We have had a level of training and experience considered necessary for the formation of a reliable opinion of value of the subject property.

Zoe R. York, MAI
Certification No. C001053
Expiration 7/31/20

Jasen D. Hansen, MAI
Certification No. C000719
Expiration 4/30/21

PLAT MAP


FOR ASSESSMENT AND TAXATION ONLY
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17033532

CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT
(Type 3: For Personal Services Contracts Requiring Professional Liability Insurance)
Contract # 2445

Dated: October 1, 2019

Parties: The City of Springfield ("CITY")
A municipal corporation in the State of Oregon
225 Fifth Street
Springfield, Oregon 97477

and

Duncan and Brown, LLC ("Independent Contractor")

Additional Independent Contractor Information:

A. Type of Entity: ☐ Sole Proprietorship ☐ Partners ☒ Limited Liability Company ☐ Corporation
B. Address: 260 West 12th Avenue, Eugene, OR 97401
C. Telephone: 541-687-1938
D. Fax No:
E. SSN or Fed. I.D. No: 27-2220881
F. Professional License(s) No: Zoe York, C001053, Verified Oct. 1, 2019
G. Oregon Agency Issuing License: State of OR Appraiser Certification and Licensure Board
H. Foreign Contractor ☐Yes ☒ No
(Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B (11).

CITY Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage
100-01100-7000-611008	100

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachment 1 attached hereto and incorporated herein by this reference and in an amount not to exceed

2. **Invoice.** Invoice to be sent to: Accounts Payable - City of Springfield, 225 5th Street, Springfield, OR 97477 or email to ap@springfield-or.gov. Invoice will be paid on net 30 day terms upon City acceptance of goods delivered, work or services performed. The invoice must reference this contract #2445 and approval code #010.

3. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described on Attachment 1.

4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until December 1, 2019 , unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.

5. **Sourcing.** Exempt class of service under SMC Code 2.708(3)(e).

6. **First Point of Contact.**

   Independent Contractor: Zoe York, 541-995-7028, zoe@duncanbrown.com
   CITY: Courtney Griesel, C: 541-954-9722, O: 541-726-3700, cgriesel@springfield-or.gov

7. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A" , "B" and "C" attached hereto and incorporated herein by this reference.

9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.

10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor and as more specifically set forth in Exhibit C.

11. **Reimbursement of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.

12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.

13. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.

14. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided

15. **Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent

Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 below shall not negate Independent Contractor's obligations in this paragraph.

16. Insurance.

16.1. General Insurance. The Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than $2,000,000 per occurrence and $3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than $1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Independent Contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent Contractor agrees that the limits regarding liability insurance set forth in this Section16.1 will be modified to conform to such limits. Independent Contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

16.2. Professional Liability. Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.

16.3. Asbestos Abatement. (Only applicable to contracts where asbestos maybe present) The Commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:

- **a.** A full occurrence form, or
- **b.** A limited occurrence form with at least a three-year (3) tail, or
- **c.** A claim made form with a three-year (3) tail.

16.4. Workers' Compensation. Independent Contractor shall provide and maintain workers' compensation coverage with limits not less than $500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Independent Contractor is exempt from coverage, a written statement signed by Independent Contractor so stating the reason for exemption shall be provided to the City.

16.5. Evidence of Insurance Coverage. Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

16.6. Notice of Cancellation or Material Change in Coverage. The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Independent Contractor shall provide written notice to the City contract manager within 2 calendar days after the Independent Contractor becomes aware that their coverage has been canceled or has been materially changed. The Independent

Contractor shall either fax 541-726-3782 said notice or email it directly to Jayne McMahan (jmcmahan@springfield-or.gov), Procurement and Contracts Manager. Regardless of what circumstances caused Independent Contractors insurance coverage to cease or be modified, it is the Independent Contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract._____**(Independent Contractor initials)**

16.7. **Equipment and Material**. The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

16.8. **Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

16.9. **Exception or Waivers**. Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.

16.10. **Railroad Protective Liability Coverage.** If work being performed under this agreement is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Independent Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.

17. **Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by CITY.

18. **Rights In Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

19. **Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.

20. **Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

21. **Successors In Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

22. **Compliance With All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.

23. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

24. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

25. **Assistance Regarding Patent And Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

26. **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

27. **Access To Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

28. **Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

29. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY, No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

30. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

31. **Americans with Disabilities Act Compliance.** Independent Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

32. **Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.

33. **Choice of Law, Forum, Construction of Agreement.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the

Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.

34. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

CITY OF SPRINGFIELD:

By: [signature]
Name: Courtney Griesar
Title: Economic Dev Mgr
Date: 10/2/19

INDEPENDENT CONTRACTOR

By: [signature]
Name: Zoe R. York, MAI
Title: Appraiser
Date: 10/2/2019

Reviewed by City Contract Officer
No Attorney Review
[signature] 10.3.19

EXHIBIT "A"

INDEPENDENT CONTRACTOR STATUS

Independent contractor states and represents that contractor is an independent contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

1. Independent contractor provides services for remuneration; and

2. Independent contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of City to specify the desired results; and

3. Independent contractor is customarily engaged in an independently established business; and

4. Independent contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and

5. Independent contractor complies with at least three of the following requirements:

   (a) A business location is maintained that is separate from the business or work location of City; or is in a portion of the independent contractor's residence and that portion is used primarily for the business.

   (b) The independent contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.

   (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

   (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.

   (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.

6. Independent contractor will immediately inform City in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

EXHIBIT "B"

City of Springfield
Public Contracts
Conformance with Oregon Public Contractors Laws

Pursuant to Oregon law, every public contract shall contain the following conditions:

1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)

2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2)

3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).

4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).

5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.

6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.

7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

   a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
   b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
   c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

   An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).

9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

If this agreement is for a public improvement, the contract shall contain the following conditions:

10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).

11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).

12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).

13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).

14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.

16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).

17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:

a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).

18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).

19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)

20) ENVIRONMENTAL MATTERS: In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of SUB contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.
If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the City, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.
If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the contractor shall immediately notify SUB of the condition.

FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Department of the Army Corps of Engineers
Coast Guard
Department of Health and Human Services
Department of the Interior
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Department of Commerce
Fish and Wildlife Services
Office of Surface Mining
Reclamation and Enforcement
Bureau of Reclamation
Department of Labor
Occupational Safety and Health Administration
Mine Safety and Health Administration
Department of Transportation
Federal Highway Administration
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Department of Environmental Quality
Department of Human Services
Land Conservation and Development Commission
Division of State Lands

Department of Fish and Wildlife
Department of Forestry
Department of Geology and Minerals
State Soil and Water Conservation Commission
Water Resources Department
Oregon Department of Transportation

LOCAL AGENCIES
Common Council, City of Springfield
Environmental Services, City of Springfield
Board of Commissioners, Lane County
Lane Regional Air Protection Agency
Willamalane Park & Recreation District
Rainbow Water District
Planning Commission, City of Springfield
Development Services Department, City of Springfield
Planning Commission, Lane County
Springfield Utility Board
Springfield Downtown & Glenwood Urban Renewal Districts

21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.

22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

If this agreement is for demolition, the contract shall also contain the following conditions:

23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

EXHIBIT C
OREGON TAX LAWS COMPLIANCE AND CERTIFICATION

A. Contractor's Compliance with Tax Laws.

1. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, 'tax laws" includes all the provisions described in Subsection B. 1. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection B.1. of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

B. Contractor's Representations and Warranties.

Contractor represents and warrants to City that:

1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of {bids/proposals} for/effective date of] this Contract, faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] City under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

ATTACHMENT 1

Statement of Work
and
Payment Schedule

SCOPE OF WORK

Independent Contractor shall provide appraisal review services for City of Springfield, City Manager's Office as set out below:

1. Provide appraisal services for a portion of property located at 245 A Street (Map 17-03-35-32, Tax Lot 02900). Work will include an Appraisal Report prepared in accordance with the Appraisal Institute and Uniform Standards of Professional Appraisal Practice.

2. The report will include the value of the property and improvements.

3. Independent Contractor will provide one electronic final appraisal report in PDF format and two hard copies (upon request).

4. Ad-hoc appraisal services, as requested.

5. Independent Contractor will provide one electronic final appraisal report in PDF format and two hard copies (upon request).

TIMELINE

- 4 weeks from authorization to proceed.

COMPENSATION

- Appraisal review fee not to exceed .

For any Post Appraisal or additional services the invoice will include the date and description of services and # of hours. There are no reimbursable expenses for this engagement.

ZOE R. YORK, MAI

Qualifications

PROFESSIONAL DESIGNATIONS

MAI – Appraisal Institute	2014

FORMAL EDUCATION

Bachelor of Science Degree	2008
University of Oregon, Department of Mathematics	

APPRAISAL EDUCATION

Appraisal Institute

7 Hour USPAP	2018
15 Hour USPAP	2017
Online Cool Tools	2017
Valuation pf Conservation Easements	2015
Uniform Appraisal Standards for Federal Land Acquisitions	2015
Data Verification & Methods	2014
Business Practices & Ethics	2014
Advanced Concepts and Case Studies	2011
Advanced Income Capitalization	2011
Finance Statistics and Valuation Modeling	2010
Business Practices and Ethics	2010
Advanced Applications Course 550	2010
General Appraiser Income Approach Part 2	2009
General Appraiser Income Approach Part 1	2009
General Appraiser Report Writing and Case Studies	2009
General Appraiser Site Valuation & Cost Approach	2008
General Appraiser Sales Comparison Approach	2008

Additional Courses

National USPAP Update	2014
National USPAP Update	2011
National USPAP Update	2009
Basic Appraisal Procedures	2007
Basic Appraisal Principles and Practice	2007
Uniform Standards of Professional Practice	2007

Seminars

Navigating ODOT Appraisals & Reviews	2013
Eminent Domain	2014

LICENSE

Certified General Appraiser – State of Oregon, 2011	Certificate No. C001053

PROFESSIONAL EXPERIENCE

Certified General Appraiser	2011 – Present
Duncan & Brown, LLC	

Appraiser Assistant Duncan & Brown, Inc.	2008 – 2011

PROFESSIONAL AFFILIATIONS

Appraisal Institute – Member	2014-Present
Appraisal Institute – Candidate for designation, Appraisal Institute	2013
Appraisal Institute – general Associate Member of the Appraisal Institute	2011 – 2012
Appraisal Institute – Affiliate Member	2007 – 2011

BUSINESS AFFILIATIONS

Zonta International, President	Eugene, Oregon
Sponsors, Inc., Secretary	Eugene, Oregon
Eugene Active 20-30 Club	Eugene, Oregon
Appraisal Institute, Newsletter Editor	Oregon

Appraiser Certification and Licensure Board
State Certified General Appraiser
28 hours of continuing education required

STATE OF OREGON 1859

License No.: C001053
Issue Date: August 01, 2018
Expiration Date: July 31, 2020

ZOE R YORK
DUNCAN & BROWN LLC
260 W 12TH AVE
EUGENE, OR 97401

Gae Lynne Cooper, Administrator

JASEN D. HANSEN, MAI

Qualifications

PROFESSIONAL DESIGNATIONS

MAI Member, Appraisal Institute	2009

FORMAL EDUCATION

Bachelor of Science Degree	1998
University of Oregon	
College of Arts and Sciences	
Minor in Business Administration	

APPRAISAL EDUCATION

Appraisal Institute

General Demonstration Appraisal Report Writing	2007
Supervising Appraisal/Appraiser Assistant Training Course	2007
Business Practices & Ethics	2007
540 Report Writing & Valuation Analysis	2006
520 Advanced Sales Comparison & Cost Approaches	2004
530 Highest and Best Use & Market Analysis	2003
510 Advanced Income Capitalization	2001
550 Advanced Income Applications	2001
710 Condemnation Appraising: Basic Principles and Applications	2001

Additional Courses

2012-2013 National USPAP Update Course	2013
REO and Foreclosures	2013
Mortgage Fraud	2013
Environmental Contamination of Income Properties	2013
Environmental Issues for Appraisers	2013
2010-11 National USPAP Update	2011
Foundations in Sustainability: Greening the Real Estate and Appraisal Industries	2011
Risky Business: Ways to Minimize Your Liability	2011
Construction Details & Trends	2011
2008-09 National USPAP Update	2009
Developing & Growing Appraisal Practice	2009
National USPAP Update	2007
Nationally Approved Uniform Standards of Professional Practice	2007
National USPAP Update	2004
Nationally Approved Uniform Standards of Professional Practice	2001
Residential Case Studies	1999
Real Estate Law	1998
Basic Appraisal Principles and Practice	1998
Uniform Standards of Professional Practice	1998
Income Property Principles and Methodology	1998

LICENSE

Certified General Appraiser – State of Oregon, 2001 — Certificate No. C000719
Approved Appraiser-Federal Housing Association (FHA)

PROFESSIONAL EXPERIENCE

Partner/ Commercial & Residential Appraiser — 2006 – Present
Duncan & Brown, Real Estate Analysts

Commercial & Residential Appraiser — 2001 – 2005
Duncan & Brown, Real Estate Analysts

Appraiser Assistant — 1998 – 2001
Duncan & Brown, Real Estate Analysts

AFFILIATIONS

Appraisal Institute - Associate Member/Member — 2005 - Present

NEDCO (Neighborhood Economic Development Corporation)
Board Member — 2006 - Present

Eugene Area Chamber of Commerce

Springfield Area Chamber of Commerce

COUNTIES COVERED

Lane, Douglas, Jackson, Linn, Benton and Coos

Appraiser Certification and Licensure Board
State Certified General Appraiser
28 hours of continuing education required

STATE OF OREGON 1859

License No.: C000719
Issue Date: May 01, 2019
Expiration Date: April 30, 2021

JASEN D HANSEN
DUNCAN & BROWN
260 W 12TH AVE
EUGENE, OR 97401

Gae Lynne Cooper, Administrator

AGENDA ITEM SUMMARY		
	Meeting Date:	4/19/2021
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Courtney Griesel/CMO Kristina Kraaz/CAO
	Staff Phone No:	541-726-3700
	Estimated Time:	10 Minutes
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Encourage Economic Development and Revitalization through Community Partnerships

ITEM TITLE:	PUBLIC HEARING FOR THE DECLARATION OF SURPLUS REAL PROPERTY
ACTION REQUESTED:	Adopt/Not Adopt a resolution declaring certain real property owned by the City of Springfield surplus and directing the City Manager to offer such property for sale.
ISSUE STATEMENT:	With prior authorization by the City Council, the City has entered into a purchase and sale agreement with Wildish Companies for approximately 11,800 sq. ft. of property located between Franklin Blvd. (OR-225) and addresses 5000 and 4990 Franklin Blvd. The property includes a remnant portion of the larger City owned taxlot 18-03-03-40-01200.
ATTACHMENTS:	1. Resolution Exhibit A – Property Description Exhibit B - Purchase and Sale Agreement (Amended) 2. Vicinity Map of Property 3. Oregon Department of Transportation Review and Opinion of Value, 2019 4. Deed to Oregon Department of Transportation, 1966
DISCUSSION/ FINANCIAL IMPACT:	The City of Springfield entered into a purchase and sale agreement with Wildish Companies for the sale of City owned real property fronting their, at the time, prospective redevelopment site. This site has since moved into construction phases, soon to be the home of a new Weyerhaeuser headquarter facility. The property for surplus is zoned Glenwood Employment Mixed-Use and this surplus and subsequent sale will facilitate the completed development of the adjacent, under construction, employment site. The City obtained the property from Oregon Department of Transportation (ODOT) in 2016 for future right of way (ROW), and in 2020 obtained ODOT's reversionary interest in the property to allow portions not needed for future Franklin Blvd upgrades to be used for development uses other than public rights of way. (See the ODOT Review and Opinion of Value in Attachment 3.) Sale of this land to Wildish Companies includes consideration of: • The identified 11,800 sq. ft. portion of taxlot 18-03-03-40-01200 direction fronting redevelopment property located at 5000 and 4990 Franklin Blvd. • The 1966 original condemnation of the Wildish owned property by ODOT at a value of $1.12/sq. ft. (adjusted for inflation to 2020 dollars) (See the deed in Attachment 4). This per sq. ft. valuation has been used for setting a value of this transaction. • The transaction also includes an exchange of 3,000 sq. ft. of Wildish owned property to the City located nearby and along Nugget Way. This property will be needed for future City ROW. • Wildish will pay the City $9,856.00 for the remaining 8,800 sq. ft. in addition to paying the survey and permitting costs for the transaction.

CITY OF SPRINGFIELD, OREGON
RESOLUTION NO. _____

A RESOLUION AUTHORIZING THE SALE OF SURPLUS REAL PROPRETY (A PORTION OF MAP 18-03-03-40, TAXLOT 1200) TO WILIDSH INDUSTRIAL DEVELOPMENT CORP

WHEREAS, pursuant to ORS 271.310, the City is authorized to sell, exchange, or convey real property in the City's possession or control that is not needed for public use;

WHEREAS, Springfield Municipal Code Section 2.714 provides that the City may dispose of surplus property by any means determined in the best interest of the City wit due regard for the value the city will receive from the disposal of the surplus property;

WHEREAS, in 2016, the City obtained the real property located at Assessor's Map 18-03-03-40, Tax Lot 1200, adjacent to Franklin Blvd (OR-225) from Oregon Department of Transportation (ODOT) so long as it was used for transportation purposes, otherwise it would revert to ODOT;

WHEREAS, in 2020, the City acquired ODOT's reversionary interest in the property and the City now owns the property in fee simple title;

WHEREAS, the City Council has determined that approximately 11,800 square feet of the Property, more fully described in Exhibit A, adjacent to 5000 and 4990 Franklin Blvd is not needed for public use;

WHEREAS, Wildish Industrial Development Corp. desires to acquire the surplus property from the City to facilitate development of their adjacent property as a corporate regional headquarters and has proposed to exchange 3,000 square feet of property along Nugget Way for a portion of the surplus property and will pay $9,856.00 for the remaining 8,800 square feet as described in Exhibit B; and

WHEREAS, the City Council held a public hearing on April 19, 2021 regarding the sale of this surplus property, which was noticed in the Register Guard at least five days in advance according to ORS 221.725,

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

Section 1: The City Council hereby declares the property described in Exhibit A as surplus and accepts the terms of sale to Wildish Industrial Development Corp., as described in Exhibit B.

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

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

ATTEST:

_____
City Recorder

LEGAL LOT LINE ADJUSTMENT SURVEY FOR WILDISH INDUSTRIAL DEVELOPMENT CORPORATION

S.E. 1/4, N.E. 1/4, SECTION 3, T.18S., R.3W., W.M.
SPRINGFIELD, LANE COUNTY, OREGON
FEBRUARY 12, 2021

LANE COUNTY SURVEYORS OFFICE
C.S. FILE No. _____
FILING DATE _____

OWNERS

WILDISH INDUSTRIAL DEVELOPMENT CORPORATION
PO BOX 40310
EUGENE, OREGON 97404

CITY OF SPRINGFIELD
225 FIFTH STREET
SPRINGFIELD, OREGON 97477

LEGEND

- FOUND MONUMENT AS NOTED
- SET 5/8"x30" IR W/ YPC MARKED "BRANCH ENG INC"
- DENOTES PRE-ADJUSTMENT BOUNDARIES
- DENOTES POST-ADJUSTMENT BOUNDARIES
- DENOTES UNSURVEYED BOUNDARIES
- DENOTES SURVEYED BOUNDARIES
- DENOTES RAILROAD CENTERLINE
- ( ) DENOTES REFERENCE DATA AND/OR NUMBER
- CSF DENOTES COUNTY SURVEY FILE
- FND DENOTES FOUND
- IR DENOTES IRON ROD OR REBAR
- LCOOR DENOTES LANE COUNTY OREGON OFFICIAL RECORDS
- LCOPR DENOTES LANE COUNTY OREGON PLAT RECORDS
- LCSO DENOTES LANE COUNTY SURVEYOR'S OFFICE
- TL DENOTES TAX LOT
- SE DENOTES SCRIVENER'S ERROR
- YPC DENOTES YELLOW PLASTIC CAP

ALL DISTANCES SHOWN ARE IN FEET UNLESS OTHERWISE NOTED

OCRS EUGENE ZONE, PROJECTION PARAMETERS

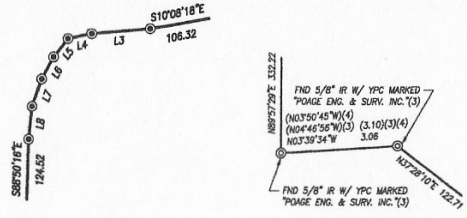
TRANSVERSE MERCATOR PROJECTION NORTH AMERICAN DATUM OF 1983.

LATITUDE OF GRID ORIGIN: 43°45'00" N
CENTRAL MERIDIAN: 123°10'00" W
FALSE NORTHING: 0.000M
FALSE EASTING: 50,000.000M
CENTRAL MERIDIAN SCALE: 1.000015 (EXACT)

NAD83(2011) EPOCH2010

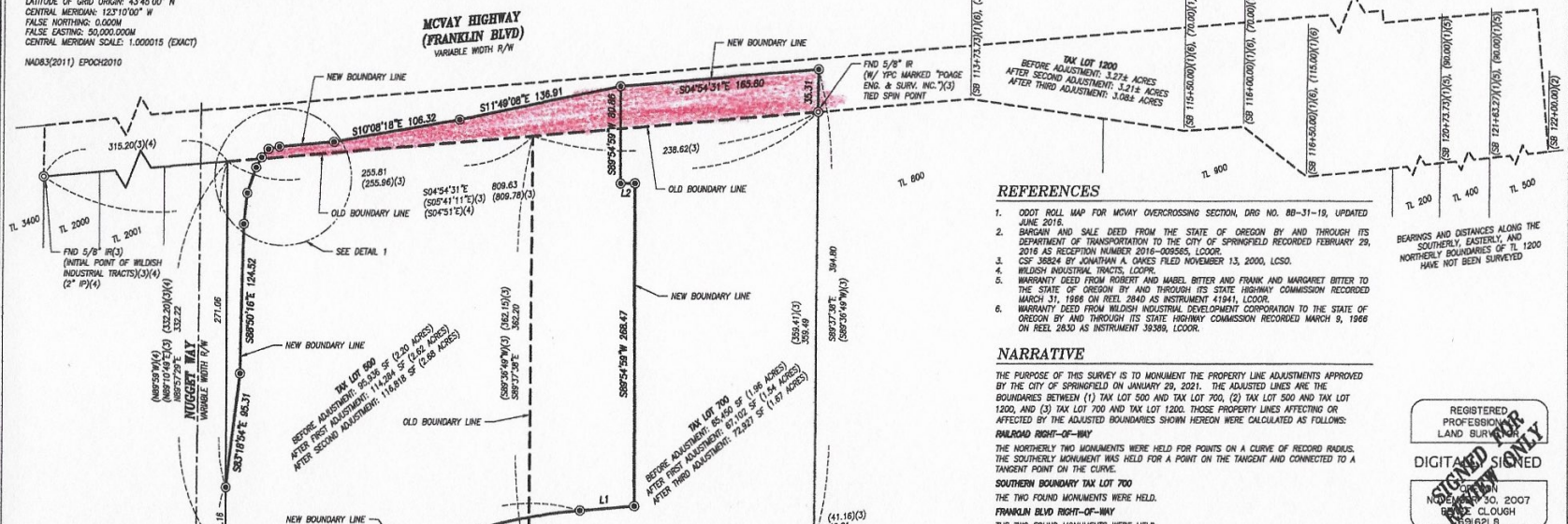
CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	250.63	442.83	32°25'42"	N21°06'44"W, 247.30
C2	213.72 (213.55)(3)	398.83(3)	30°42'11" (30°40'45")(3)	N20°14'59"W, (N21°01'41"W)(3), 211.17 (211.02)(3)
C3	46.80 (46.64)(3CALC)	398.83(3)	06°43'23" (06°42'00")(3CALC)	N08°15'35"W, (N09°02'19"W)(3), 46.77 (46.61)(3)
C4	166.92 (166.91)(3CALC)	398.83(3)	23°58'48" (23°58'45")(3CALC)	N23°36'40"W, (N24°22'41"W)(3SE), 165.71 (165.70)(3)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N04°53'53"W	45.27
L2	S00°05'01"E	12.00
L3	N05°03'49"W	45.88
L4	N12°07'26"W	9.44
L5	N51°21'53"W	8.94
L6	N61°50'13"W	9.72
L7	N70°58'43"W	22.63
L8	N84°03'35"W	25.74



DETAIL 1
NOT TO SCALE

DETAIL 2
NOT TO SCALE



REFERENCES

1. ODOT ROLL MAP FOR MCVAY OVERCROSSING SECTION, DRG NO. BB-31-19, UPDATED JUNE 2016.
2. BARGAIN AND SALE DEED FROM THE STATE OF OREGON BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION TO THE CITY OF SPRINGFIELD RECORDED FEBRUARY 29, 2016 AS RECEPTION NUMBER 2016-009565, LCOOR.
3. CSF 38824 BY JONATHAN A. OAKES FILED NOVEMBER 13, 2000, LCSO.
4. WILDISH INDUSTRIAL TRACTS, LCOPR.
5. WARRANTY DEED FROM ROBERT AND MABEL BITTER AND FRANK AND MARGARET BITTER TO THE STATE OF OREGON BY AND THROUGH ITS STATE HIGHWAY COMMISSION RECORDED MARCH 31, 1966 ON REEL 2840 AS INSTRUMENT 41941, LCOOR.
6. WARRANTY DEED FROM WILDISH INDUSTRIAL DEVELOPMENT CORPORATION TO THE STATE OF OREGON BY AND THROUGH ITS STATE HIGHWAY COMMISSION RECORDED MARCH 9, 1966 ON REEL 2830 AS INSTRUMENT 39389, LCOOR.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE PROPERTY LINE ADJUSTMENTS APPROVED BY THE CITY OF SPRINGFIELD ON JANUARY 29, 2021. THE ADJUSTED LINES ARE THE BOUNDARIES BETWEEN (1) TAX LOT 500 AND TAX LOT 700, (2) TAX LOT 500 AND TAX LOT 1200, AND (3) TAX LOT 700 AND TAX LOT 1200. THOSE PROPERTY LINES AFFECTING OR AFFECTED BY THE ADJUSTED BOUNDARIES SHOWN HEREON WERE CALCULATED AS FOLLOWS:

RAILROAD RIGHT-OF-WAY

THE NORTHERLY TWO MONUMENTS WERE HELD FOR POINTS ON A CURVE OF RECORD RADIUS. THE SOUTHERLY MONUMENT WAS HELD FOR A POINT ON THE TANGENT AND CONNECTED TO A TANGENT POINT ON THE CURVE.

SOUTHERN BOUNDARY TAX LOT 700

THE TWO FOUND MONUMENTS WERE HELD.

FRANKLIN BLVD RIGHT-OF-WAY

THE TWO FOUND MONUMENTS WERE HELD.

SOUTHERN BOUNDARY TAX LOT 500

THE MONUMENT FOUND ON THE WEST END WAS HELD AND A LINE EXTENDED PARALLEL TO THE SOUTHERN BOUNDARY OF TAX LOT 700. AS A CHECK THIS WAS FOUND TO MATCH THE RECORD DISTANCE ALONG FRANKLIN BLVD TO THE MONUMENT TO THE SOUTH.

NEWMAN ST

THE FOUND MONUMENTS WERE HELD.

NUGGET WAY

THE MONUMENT FOUND ON THE WEST END WAS HELD AND A LINE EXTENDED AT RECORD ANGLE TO FRANKLIN BLVD. AS A CHECK THIS WAS FOUND TO MATCH THE RECORD DISTANCE ALONG FRANKLIN BLVD TO THE MONUMENT TO THE NORTH.

FIELDWORK WAS PERFORMED BY GPS SURVEY USING THE OCRS EUGENE ZONE PROJECTION. THE BASIS OF BEARINGS IS THE GPS COORDINATES.

REGISTERED PROFESSIONAL LAND SURVEYOR
DIGITALLY SIGNED
SIGNED FOR REVIEW ONLY
NOVEMBER 30, 2007
BRUCE CLOUGH
59162LS
EXPIRES: December 30, 2021

Branch ENGINEERING INC.
Since 1977
310 5th Street
Springfield, OR 97477
p: 541.746.0637
www.BranchEngineering.com

TAX MAP 18-03-03-14, TAX LOTS 500 & 700 & TAX MAP 18-03-03-40, TAX LOT 1200 | CITY OF SPRINGFIELD CASE NUMBER: 811-20-000230-TYP2

PAGE 1 of 1 PROJECT NO. 19-577

Z:\2019\19-577 Wayfarer On Franklin\Land Use\19-577wf-Surv.dwg, Layout: 1, 2/05/21, 2:25:11 PM, cad, 1:1, 1:0000.25, 2:25:11 PM, cad, 1:1, 1:0000.25

Plotter: T1100 HP DESIGNJET, INK HP: BF536WR-7 36"ACID FREE

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

Date: October 16, 2020

Between:

City of Springfield, A Municipal Corporation of the State of Oregon ("City")
225 Fifth Street
Springfield, Oregon 97477

Owner of Real Property located at Map number 18-03-03-40, Tax Lot 1200

Wildish Industrial Development Corporation ("Wildish")
3600 Wildish Ln
PO Box 40310
Eugene OR 97404

Owner of the Real Property located at 4990 and 5000 Franklin Blvd, Map number 18-03-03-14, Tax Lots 500 and 700

WHEREAS, City and Wildish entered into a Purchase and Sale Agreement dated August 20, 2020 (Agreement) regarding the purchase and sale of the properties described in that Agreement; and

WHEREAS, the parties now wish to amend some of the terms and provisions of that Agreement to allow closing to occur after approval of a property line adjustment preliminary survey for the properties identified in the Agreement, and simultaneously or nearly simultaneously with the final survey approval,

NOW THEREFORE, the parties hereby agree that the Purchase and Sale Agreement dated August 20, 2020 is amended for the first time as follows:

A. Section 3.1.5 is hereby replaced with the following:

3.1.5 The City as Owner will deposit in Escrow a properly executed Property Line Adjustment deed conveying the McVay Highway Property to Wildish, in the general form of the deed attached as Exhibit D. Wildish as Owner will deposit in Escrow a properly executed Property Line Adjustment Deed conveying the Nugget Way Property to the City, in the general form of the deed attached as Exhibit D.

B. Section 7 is hereby replaced with the following:

7. Closing of Sale. Parties agree that the sale and purchase of these properties (the "Closing") shall be simultaneously closed in escrow within 90 days of the date of final approval of a Property Line Adjustment preliminary survey for the properties to be transferred as described in the

Agreement, unless the time is extended by mutual agreement of the Parties in writing. The escrow for the Closing will be established at the office of Evergreen Land Title Company at 1570 Mohawk Blvd, Springfield, Oregon 97477.

C. Section 8.1.1 is hereby replaced with the following:

8.1.1 The Property line adjustment deeds described in Paragraph 3.1.5, duly executed and acknowledged;

D. Exhibit D is replaced with the document attached hereto labeled as Exhibit D.

E. Except as specifically stated herein, all terms and provisions of the Purchase and Sale Agreement continue in full force and effect.

SIGNED:

WILDISH

By Steven Wildish
Vice President, Wildish Industrial Development Corporation

CITY

By Nancy Newton
Springfield City Manager

REVIEWED & APPROVED
AS TO FORM
Kristina Kraaz
DATE: 10/22/2020
SPRINGFIELD CITY ATTORNEY'S OFFICE

After recording return to:
Branch Engineering
310 5th St
Springfield OR 97477

No Change to Tax Statements

GRANTEE/GRANTOR: Wildish Industrial Dev. Corp., PO Box 40310, Eugene OR 97404

LEGAL LOT LINE ADJUSTMENT DEED (DECLARATION)
1 of 3

This Legal Lot Line Adjustment Deed and Declaration is made between **Wildish Industrial Dev. Corp.**, owner of the real property described in Exhibit D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records, herein referred to as **Tax Lot 500,** and **Wildish Industrial Dev. Corp.**, owner of the real property described in Exhibit C of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records, herein referred to as **Tax Lot 700.**

The purpose of this Deed is to adjust the property boundary line between two legal lots owned by Wildish Industrial Dev. Corp. and to agree on a revised line separating the legal lots to comply with the City of Springfield Land Use Regulations and approved on _____, 2020 as Journal Number _____, and the provisions of Oregon Revised Statutes 92.190(4) as acknowledged hereon. No additional legal lots, parcels, lots or tracts will be created from this Legal Lot Line Adjustment. This Deed does not extinguish, combine or vacate any "lawfully established unit of land" as defined in ORS 92.017.

The legal description of Tax Lot 500 prior to this adjustment is contained in Exhibit A, attached hereto and made a part hereof.

The legal description of Tax Lot 700 prior to this adjustment is contained in Exhibit B, attached hereto and made a part hereof.

Whereas: the line being adjusted herein is the entire southerly boundary of said **Tax Lot 500.**

Whereas: Wildish Dev. Corp. does hereby, grant, convey and execute a transfer of property through means of an approved Property Line Adjustment and this deed the area between the existing common boundary line and the newly adjusted boundary line.

The true consideration for this conveyance has been previously agreed upon between the two entities, the receipt of which is hereby acknowledged.

Therefore, for purposes of accomplishing this Legal Lot Line Adjustment the parties hereby state that:

The legal description of Tax Lot 500 after this adjustment is contained in Exhibit C, attached hereto and made a part hereof and

The legal description of Tax Lot 700 after this adjustment is contained in Exhibit D, attached hereto and made a part hereof.

That portion of the legal description that depicts the new adjusted line between Tax Lot 500 and Tax Lot 700 is underlined in Exhibits "C" and "D" attached hereto.

Disclosure required by ORS 93.040(1)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this _____ day of _____, 2020

_____

Steve Wildish, Vice President
Wildish Industrial Development Corporation

STATE OF OREGON)
)ss
County of Lane)

On _____, 2020 personally appeared the above-named **Steve Wildish** as Vice President of Wildish Industrial Development Corporation and acknowledged the foregoing to be his voluntary act and deed.

_____
Notary Public for the State of Oregon
My commission expires:_____

EXHIBIT A

Tax Lot 500 Before Adjustment

This legal description is copied as a reference from real property described in Exhibit D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records and is not intended to replace said conveyance description.

Beginning at a 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in Book 56, Page 11 of the Lane County Oregon Plat Records, said point being on the westerly margin of McVay Highway and 50.0 feet from when measured at right angles to the "L" centerline of McVay Highway as said centerline is described in a deed to the State of Oregon by and through its State Highway Commission and recorded March 9, 1966, Instrument No. 39389 of the Lane County Oregon Deed Records; thence along said westerly margin of McVay Highway South 5°41'11" East 315.20 feet to a point marking the intersection of the westerly margin of McVay Highway and the south margin of Nugget Way as said right of way is granted in the said plat of Wildish Industrial Tracts, said point being the **True Point of Beginning**; thence leaving the westerly margin of McVay Highway and running along the south margin of Nugget Way South 89°10'49" West 332.20 feet to a point marking the intersection of the south margin of Nugget Way and the easterly margin of Newman Street; thence leaving the south margin of Nugget Way and running along the easterly margin of Newman Street South 4°40'56" East 3.10 feet and South 36°40'44" West 122.66 feet to a point marking the intersection of the easterly margin of Newman Street and the centerline of a private railroad spur line; thence leaving the easterly margin of Newman Street and running along the centerline of the private railroad spur line along the arc of a 398.83 foot radius curve right (the chord of which bears South 24°22'41" East 165.70 feet) a distance of 166.92 feet; thence leaving said centerline and running North 89°36'49" East 362.15 feet to a point on the westerly margin of McVay Highway, said point being 50.0 feet westerly of when measured at right angles to the "L" centerline of McVay Highway; thence along the westerly margin of McVay Highway North 5°41'11" West 255.96 feet to the **True Point of Beginning**, all in Lane County Oregon.

Bearings used hereon are based on C.S.F. No. 13114 on file in the office of the Lane County Surveyor.

EXHIBIT B

Tax Lot 700 Before Adjustment

This legal description is copied as a reference from real property described in Exhibit C of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records and is not intended to replace said conveyance description.

Beginning at a 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in Book 56, Page 11 of the Lane County Oregon Plat Records, said point being on the westerly margin of McVay Highway and 50.0 feet from when measured at right angles to the "L" centerline of McVay Highway as said centerline is described in a deed to the State of Oregon by and through its State Highway Commission and recorded March 9, 1966, Instrument No. 39389 of the Lane County Oregon Deed Records; thence along said westerly margin of McVay Highway South 5°41'11" East 571.16 feet to the **True Point of Beginning**; thence leaving the westerly margin of McVay Highway and running South 89°36'49" West 362.16 feet to a point on the centerline of a private railroad spur line; thence along the centerline of the private railroad spur line along the arc of a 398.83 foot radius curve right (the chord of which bears South 9°02'19" East 46.61 feet) a distance of 46.64 feet and South 5°41'19" East 192.34 feet; thence leaving the centerline of the private railroad spur line and running North 89°36'49" East 359.41 feet to a point on the westerly margin of McVay Highway, said point being 50.0 feet from when measured at right angles to the "L" centerline of McVay Highway; thence along the westerly margin of McVay Highway North 5°41'11" west 238.62 feet to the **True Point of Beginning** all in Lane County Oregon.

Bearings used hereon are based on C.S.F. No. 13114 on file in the office of the Lane County Surveyor.

EXHIBIT C

Tax Lot 500 After Adjustment

Being a portion of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records, said portion being more particularly described as follows:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts, said point being the **POINT of BEGINNING; THENCE** along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; **THENCE** continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records; **THENCE** along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of tangency; **THENCE** continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; **THENCE** North 89°54'59" East, 268.47 feet to a point; **THENCE** at right angles to the last course North 00°05'01" West, 12.00 feet to a point; **THENCE** at right angles to the last course North 89°54'59" East, 45.58 feet, more or less, to a point on the aforesaid westerly right-of-way margin; **THENCE** along said right-of-way margin North 04°54'31" West, 328.91 feet, more or less, to a point on the aforesaid southerly right-of-way margin of Nugget Way; **THENCE** along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, **RETURNING to the POINT of BEGINNING.**

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY
NOVEMBER 30, 2007
RENEE CLOUGH
69162LS

RENEWAL DATE: 12/31/21

The bearings and distances in this legal description are based on a Property Line Adjustment Survey which is to be filed.

EXHIBIT D

Tax Lot 700 After Adjustment

Being a portion of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records, said portion being more particularly described as follows:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; THENCE continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records, said point being the **POINT of BEGINNING**; THENCE along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of tangency; **THENCE** continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; **THENCE** North 89°54'59" East, 268.47 feet to a point; **THENCE** at right angles to the last course North 00°05'01" West, 12.00 feet to a point; **THENCE** at right angles to the last course North 89°54'59" East, 45.58 feet, more or less, to a point on the aforesaid westerly right-of-way margin; **THENCE** along said right-of-way margin South 04°54'31" East, 165.52 feet, more or less, to the southeast corner of the aforesaid lands described in Exhibit C; **THENCE** along the southerly boundary of said lands described in Exhibit C North

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY
RENEE CLOUGH
69162LS

RENEWAL DATE: 12/31/21

89°37'38" West, 359.49 feet, more or less to the southeast corner of said lands described in Exhibit C; **THENCE**, along the westerly boundary of said lands described in Exhibits C and D North 04°53'53" West, 192.96 feet, more or less, to a point of curvature; **THENCE** continuing along said westerly boundary 213.72 feet along a tangent 398.83 foot radius curve through a delta angle of 30°42'11" with a 211.17 foot chord bearing North 20°14'59" West, more or less, to the northwest corner of said lands described in Exhibit D, said point also being on the aforesaid southeasterly right-of-way margin of Newman Street; **THENCE** along said right-of-way margin North 37°28'10" East, 45.78 feet, more or less, **RETURNING to the POINT of BEGINNING.**

The bearings and distances in this legal description are based on a Property Line Adjustment Survey which is to be filed.

After recording return to:
Branch Engineering
310 5th St
Springfield OR 97477

No Change to Tax Statements

GRANTEE/GRANTOR: Wildish Industrial Dev. Corp., PO Box 40310, Eugene OR 97404
GRANTEE/GRANTOR: City of Springfield, 225 5th St, Springfield OR 97477

LEGAL LOT LINE ADJUSTMENT DEED (DECLARATION)
2 of 3

This Legal Lot Line Adjustment Deed and Declaration is made between **Wildish Industrial Dev. Corp.**, owner of the real property described in Exhibit C of that Legal Lot Line Adjustment Deed (Declaration) 1 of 3 recorded on _____, 2020 as Reception Number 2020-_____ in the Lane County Oregon Official Records, herein referred to as **Tax Lot 500**, and **City of Springfield, a municipal corporation of the State of Oregon**, owner of the real property conveyed in that Bargain and Sale Deed recorded on February 29, 2016 as Reception Number 2016-009565 in the Lane County Oregon Official Records, herein referred to as **Tax Lot 1200**.

The purpose of this Deed is to adjust the property boundary line between a legal lot owned by Wildish Industrial Dev. Corp. and a legal lot owned by City of Springfield and to agree on a revised line separating the legal lots to comply with the City of Springfield Land Use Regulations and approved on _____, 2020 as Journal Number _____ _____, and the provisions of Oregon Revised Statutes 92.190(4) as acknowledged hereon. No additional legal lots, parcels, lots or tracts will be created from this Legal Lot Line Adjustment. This Deed does not extinguish, combine or vacate any "lawfully established unit of land" as defined in ORS 92.017.

The legal description of Tax Lot 500 prior to this adjustment is contained in Exhibit A, attached hereto and made a part hereof.

The legal description of Tax Lot 1200 prior to this adjustment is contained in Exhibit B, attached hereto and made a part hereof.

Whereas: the line being adjusted herein is the entire easterly boundary and a portion of the northerly boundary of said **Tax Lot 500**.

Whereas: Wildish Dev. Corp. and City of Springfield do hereby, grant, convey and execute a transfer of property through means of an approved Property Line Adjustment and this deed the area between the existing common boundary line and the newly adjusted boundary line.

The true consideration for this conveyance has been previously agreed upon between the two entities, the receipt of which is hereby acknowledged.

Therefore, for purposes of accomplishing this Legal Lot Line Adjustment the parties hereby state that:

The legal description of Tax Lot 500 after this adjustment is contained in Exhibit C, attached hereto and made a part hereof and

The legal description of Tax Lot 1200 after this adjustment is contained in Exhibit D, attached hereto and made a part hereof.

That portion of the legal description that depicts the new adjusted line between Tax Lot 500 and Tax Lot 1200 is underlined in Exhibits "C" and "D" attached hereto.

Disclosure required by ORS 93.040(1)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this _____ day of _____, 2020

_____

Steve Wildish, Vice President
Wildish Industrial Development Corporation

STATE OF OREGON)
)ss
County of Lane)

On _____, 2020 personally appeared the above-named **Steve Wildish** as Vice President of Wildish Industrial Development Corporation and acknowledged the foregoing to be his voluntary act and deed.

_____
Notary Public for the State of Oregon
My commission expires:_____

_____

Nancy Newton, City Manager
City of Springfield, a municipal corporation of the State of Oregon

STATE OF OREGON)
)ss
County of Lane)

On _____, 2020 personally appeared the above-named **Nancy Newton** as City Manager of City of Springfield, a municipal corporation of the State of Oregon and acknowledged the foregoing to be her voluntary act and deed.

_____
Notary Public for the State of Oregon
My commission expires:_____

EXHIBIT A

Tax Lot 500 Before Adjustment

This legal description is copied as a reference from real property described in Exhibit C of that Legal Lot Line Adjustment Deed (Declaration) 1 of 3 recorded on _____ _____, 2020 as Reception Number 2020-_____ in the Lane County Oregon Official Records and is not intended to replace said conveyance description.

Being a portion of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records, said portion being more particularly described as follows:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts, said point being the **POINT of BEGINNING**; **THENCE** along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; **THENCE** continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records; **THENCE** along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of tangency; **THENCE** continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; **THENCE** North 89°54'59" East, 268.47 feet to a point; **THENCE** at right angles to the last course North 00°05'01" West, 12.00 feet to a point; **THENCE** at right angles to the last course North 89°54'59" East, 45.58 feet, more or less, to a point on the aforesaid westerly right-of-way margin; **THENCE** along said right-of-way margin North 04°54'31" West, 328.91 feet, more or less, to a point on the aforesaid southerly right-of-way margin of Nugget Way; **THENCE** along said

southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, **RETURNING to the POINT of BEGINNING.**

The bearings and distances in this legal description are based on a Property Line Adjustment Survey which is to be filed.

EXHIBIT B

Tax Lot 1200 Before Adjustment

This legal description is copied as a reference from real property conveyed in that Bargain and Sale Deed recorded on February 29, 2016 as Reception Number 2016-009565 in the Lane County Oregon Official Records and is not intended to replace said conveyance description.

A parcel of land lying in Sections 2 and 3, Township 18 South, Range 3 West, W.M., Lane County, Oregon, the said parcel being those properties described in those Warranty Deeds to the State of Oregon, by and through its State Highway Commission, recorded March 23, 1965 on Reel 262D, Instrument No. 96511 and recorded January 19, 1966 on Reel 280D, Instrument No. 33671 and recorded February 8, 1966 on Reel 281D, Instrument No. 35915 and recorded on March 27, 1968 on Reel 385R, Instrument No. 18822 and recorded on March 27, 1968 on Reel 385R, Instrument No. 18824 all of Lane County Record of Deeds.

ALSO being those properties designated as Parcel 1 and those permanent easements for slopes designated as Parcel 2 and described in those Warranty Deeds to the State of Oregon, by and through its State Highway Commission, recorded December 20, 1965 on Reel 278D, Instrument No. 30329 and recorded January 14, 1966 on Reel 280D, Instrument No. 33161 and recorded March 27, 1968 on Reel 385R, Instrument No. 18823 all of Lane County Record of Deeds.

ALSO being that property designated as Parcels 1 and 2 by those permanent easements for slopes designated as Parcels 3, 4 and 5 and described in that Warranty Deed to the State of Oregon, by and through its State Highway Commission, recorded March 9, 1966 on Reel 283D, Instrument No 39389 of Lane County Record of Deeds.

ALSO being that all portion of that property described in that Warranty Deed to the State of Oregon, by and through its State Highway Commission, recorded March 31, 1966 on Reel 284D, Instrument No. 41941 of Lane County Record of Deeds lying Northerly of a line at right angles to the center line of Franklin Boulevard (formerly the McVay Highway No. 225 at Engineer's Station 122+00.00, said center line being shown on Oregon State Highway Department Drawing 1B-18-13, dated June, 1923.

EXHIBIT C

Tax Lot 500 After Adjustment

Being a portion of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records and those lands conveyed in that Bargain and Sale Deed recorded on February 29, 2016 as Reception Number 2016-009565 in the Lane County Oregon Official Records, said portion being more particularly described as follows:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts, said point being the **POINT of BEGINNING; THENCE** along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; **THENCE** continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records; **THENCE** along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of tangency; **THENCE** continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; **THENCE** North 89°54'59" East, 268.47 feet to a point; **THENCE** at right angles to the last course North 00°05'01" West, 12.00 feet to a point; **THENCE** at right angles to the last course North 89°54'59" East, 80.86 feet to a point; **THENCE** North 11°49'08" West, 136.91 feet to a point; **THENCE** North 10°08'18" West, 106.32 feet to a point; **THENCE** North 05°03'49" West, 45.88 feet to a point; **THENCE** North 12°07'26" West, 9.44 feet to a point; **THENCE** North

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OREGON
NOVEMBER 30, 2007
RENEE CLOUGH
69162LS

RENEWAL DATE: 12/31/21

51°21'53" West, 8.94 feet to a point; **THENCE** North 61°50'13" West, 9.72 feet to a point; **THENCE** North 70°56'43" West, 22.63 feet to a point; **THENCE** North 84°03'35" West, 25.74 feet to a point; **THENCE** North 88°50'16" West, 124.52 feet to a point; **THENCE** North 83°18'54" West, 95.31 feet, more or less, to a point on the aforesaid southerly right-of-way margin of Nugget Way; **THENCE** along said southerly right-of-way margin South 89°57'29" West, 61.16 feet, more or less, **RETURNING to the POINT of BEGINNING.**

The bearings and distances in this legal description are based on a Property Line Adjustment Survey which is to be filed.

EXHIBIT D

Tax Lot 1200 After Adjustment

All those lands conveyed in that Bargain and Sale Deed from the State of Oregon to the City of Springfield recorded on February 29, 2016 as Reception Number 2016-009565 in the Lane County Oregon Official Records

EXCEPT all those lands lying westerly of the following described line:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; THENCE continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records; THENCE along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of tangency; THENCE continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; THENCE North 89°54'59" East, 268.47 feet to a point; THENCE at right angles to the last course North 00°05'01" West, 12.00 feet to a point; THENCE at right angles to the last course North 89°54'59" East, 45.58 feet, more or less, to a point on the aforesaid westerly right-of-way margin, said point being the **POINT of BEGINNING**; **THENCE** North 89°54'59" East, 35.28 feet to a point; **THENCE** North 11°49'08" West, 136.91 feet to a point; **THENCE** North 10°08'18" West, 106.32 feet to a point; **THENCE** North 05°03'49" West, 45.88 feet to a point; **THENCE** North 12°07'26" West, 9.44 feet to a point; **THENCE** North 51°21'53" West, 8.94 feet to a point; **THENCE** North 61°50'13" West, 1.44 feet, more or less, to a point on the

aforesaid westerly right-of-way margin, said point being the **POINT of TERMINATION.**

ALSO all those lands described in Exhibit C of that Legal Lot Line Adjustment Deed (Declaration) 1 of 3 recorded on _____ as Reception Number _____ _____ in the Lane County Oregon Official Records lying northerly of the following described line:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; THENCE continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records; THENCE along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of tangency; THENCE continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; THENCE North 89°54'59" East, 268.47 feet to a point; THENCE at right angles to the last course North 00°05'01" West, 12.00 feet to a point; THENCE at right angles to the last course North 89°54'59" East, 80.86 feet to a point; THENCE North 11°49'08" West, 136.91 feet to a point; THENCE North 10°08'18" West, 106.32 feet to a point; THENCE North 05°03'49" West, 45.88 feet to a point; THENCE North 12°07'26" West, 9.44 feet to a point; **THENCE** North 51°21'53" West, 8.94 feet to a point; THENCE North 61°50'13" West, 1.44 feet,

REGISTERED PROFESSIONAL LAND SURVEYOR

PRELIMINARY

OREGON
NOVEMBER 30, 2007
RENEE CLOUGH
69162LS

RENEWAL DATE: 12/31/21

more or less, to a point on the aforesaid westerly right-of-way margin, said point being the **POINT of BEGINNING**; **THENCE** North 61°50'13" West, 8.28 feet to a point; **THENCE** North 70°56'43" West, 22.63 feet to a point; **THENCE** North 84°03'35" West, 25.74 feet to a point; **THENCE** North 88°50'16" West, 124.52 feet to a point; **THENCE** North 83°18'54" West, 95.31 feet, more or less, to a point on the aforesaid southerly right-of-way margin of Nugget Way, said point being the **POINT of TERMINATION.**

The bearings and distances in this legal description are based on a Property Line Adjustment Survey which is to be filed.

After recording return to:
Branch Engineering
310 5th St
Springfield OR 97477

No Change to Tax Statements

GRANTEE/GRANTOR: Wildish Industrial Dev. Corp., PO Box 40310, Eugene OR 97404
GRANTEE/GRANTOR: City of Springfield, 225 5th St, Springfield OR 97477

LEGAL LOT LINE ADJUSTMENT DEED (DECLARATION)
3 of 3

This Legal Lot Line Adjustment Deed and Declaration is made between **Wildish Industrial Dev. Corp.**, owner of the real property described in Exhibit D of that Legal Lot Line Adjustment Deed (Declaration) 1 of 3 recorded on _____, 2020 as Reception Number 2020-_____ in the Lane County Oregon Official Records, herein referred to as **Tax Lot 700,** and **City of Springfield, a municipal corporation of the State of Oregon**, owner of the real property described in Exhibit D of that Legal Lot Line Adjustment Deed (Declaration) 2 of 3 recorded on _____ _____, 2020 as Reception Number 2020-_____ in the Lane County Oregon Official Records, herein referred to as **Tax Lot 1200.**

The purpose of this Deed is to adjust the property boundary line between a legal lot owned by Wildish Industrial Dev. Corp. and a legal lot owned by City of Springfield and to agree on a revised line separating the legal lots to comply with the City of Springfield Land Use Regulations and approved on _____, 2020 as Journal Number _____ _____, and the provisions of Oregon Revised Statutes 92.190(4) as acknowledged hereon. No additional legal lots, parcels, lots or tracts will be created from this Legal Lot Line Adjustment. This Deed does not extinguish, combine or vacate any "lawfully established unit of land" as defined in ORS 92.017.

The legal description of Tax Lot 700 prior to this adjustment is contained in Exhibit A, attached hereto and made a part hereof.

The legal description of Tax Lot 1200 prior to this adjustment is contained in Exhibit B, attached hereto and made a part hereof.

Whereas: the line being adjusted herein is the entire easterly boundary of said **Tax Lot 700.**

Whereas: Wildish Dev. Corp. and City of Springfield do hereby, grant, convey and execute a transfer of property through means of an approved Property Line Adjustment and this deed the area between the existing common boundary line and the newly adjusted boundary line.

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The true consideration for this conveyance has been previously agreed upon between the two entities, the receipt of which is hereby acknowledged.

Therefore, for purposes of accomplishing this Legal Lot Line Adjustment the parties hereby state that:

The legal description of Tax Lot 700 after this adjustment is contained in Exhibit C, attached hereto and made a part hereof and

The legal description of Tax Lot 1200 after this adjustment is contained in Exhibit D, attached hereto and made a part hereof.

That portion of the legal description that depicts the new adjusted line between Tax Lot 700 and Tax Lot 1200 is underlined in Exhibits "C" and "D" attached hereto.

Disclosure required by ORS 93.040(1)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this _____ day of _____, 2020

_____

Steve Wildish, Vice President
Wildish Industrial Development Corporation

STATE OF OREGON)
)ss
County of Lane)

On _____, 2020 personally appeared the above-named **Steve Wildish** as Vice President of Wildish Industrial Development Corporation and acknowledged the foregoing to be his voluntary act and deed.

_____
Notary Public for the State of Oregon
My commission expires:_____

_____

Nancy Newton, City Manager
City of Springfield, a municipal corporation of the State of Oregon

STATE OF OREGON)
)ss
County of Lane)

On _____, 2020 personally appeared the above-named **Nancy Newton** as City Manager of City of Springfield, a municipal corporation of the State of Oregon and acknowledged the foregoing to be her voluntary act and deed.

_____
Notary Public for the State of Oregon
My commission expires:_____

EXHIBIT A

Tax Lot 700 Before Adjustment

This legal description is copied as a reference from real property described in Exhibit D of that Legal Lot Line Adjustment Deed (Declaration) 1 of 3 recorded on _____ _____, 2020 as Reception Number 2020-_____ in the Lane County Oregon Official Records and is not intended to replace said conveyance description.

Being a portion of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records, said portion being more particularly described as follows:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; THENCE continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records, said point being the **POINT of BEGINNING**; **THENCE** along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of tangency; **THENCE** continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; **THENCE** North 89°54'59" East, 268.47 feet to a point; **THENCE** at right angles to the last course North 00°05'01" West, 12.00 feet to a point; **THENCE** at right angles to the last course North 89°54'59" East, 45.58 feet, more or less, to a point on the aforesaid westerly right-of-way margin; **THENCE** along said right-of-way margin South 04°54'31" East, 165.52 feet, more or less, to the southeast corner of the aforesaid lands described in Exhibit C; **THENCE** along the southerly boundary of said lands described in Exhibit C North 89°37'38" West, 359.49 feet, more or less to the southeast corner of said lands described in Exhibit C; **THENCE**, along the

westerly boundary of said lands described in Exhibits C and D North 04°53'53" West, 192.96 feet, more or less, to a point of curvature; **THENCE** continuing along said westerly boundary 213.72 feet along a tangent 398.83 foot radius curve through a delta angle of 30°42'11" with a 211.17 foot chord bearing North 20°14'59" West, more or less, to the northwest corner of said lands described in Exhibit D, said point also being on the aforesaid southeasterly right-of-way margin of Newman Street; **THENCE** along said right-of-way margin North 37°28'10" East, 45.78 feet, more or less, **RETURNING to the POINT of BEGINNING.**

The bearings and distances in this legal description are based on a Property Line Adjustment Survey which is to be filed.

EXHIBIT B

Tax Lot 1200 Before Adjustment

This legal description is copied as a reference from real property described in Exhibit D of that Legal Lot Line Adjustment Deed (Declaration) 2 of 3 recorded on _____ _____, 2020 as Reception Number 2020-_____ in the Lane County Oregon Official Records and is not intended to replace said conveyance description.

All those lands conveyed in that Bargain and Sale Deed from the State of Oregon to the City of Springfield recorded on February 29, 2016 as Reception Number 2016-009565 in the Lane County Oregon Official Records

EXCEPT all those lands lying westerly of the following described line:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; THENCE continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records; THENCE along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of tangency; THENCE continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; THENCE North 89°54'59" East, 268.47 feet to a point; THENCE at right angles to the last course North 00°05'01" West, 12.00 feet to a point; THENCE at right angles to the last course North 89°54'59" East, 45.58 feet, more or less, to a point on the aforesaid westerly right-of-way margin, said point being the **POINT of BEGINNING**; **THENCE** North 89°54'59" East, 35.28 feet to a point; **THENCE** North 11°49'08" West, 136.91 feet to a point; **THENCE** North 10°08'18" West, 106.32 feet to a

point; **THENCE** North 05°03'49" West, 45.88 feet to a point; **THENCE** North 12°07'26" West, 9.44 feet to a point; **THENCE** North 51°21'53" West, 8.94 feet to a point; **THENCE** North 61°50'13" West, 1.44 feet, more or less, to a point on the aforesaid westerly right-of-way margin, said point being the **POINT of TERMINATION.**

ALSO all those lands described in Exhibit C of that Legal Lot Line Adjustment Deed (Declaration) 1 of 3 recorded on _____ as Reception Number _____ _____ in the Lane County Oregon Official Records lying northerly of the following described line:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; THENCE continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records; THENCE along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of tangency; THENCE continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; THENCE North 89°54'59" East, 268.47 feet to a point; THENCE at right angles to the last course North 00°05'01" West, 12.00 feet to a point; THENCE at right angles to the last course North 89°54'59" East, 80.86 feet to a point; **THENCE** North 11°49'08" West, 136.91 feet to a point; **THENCE** North 10°08'18" West, 106.32 feet to a point; **THENCE** North 05°03'49" West, 45.88 feet to a point; **THENCE** North 12°07'26" West, 9.44 feet to a point; **THENCE** North 51°21'53" West, 8.94 feet to a point; **THENCE** North 61°50'13" West, 1.44 feet, more or less, to a point on the aforesaid westerly right-of-way margin, said point being the **POINT of**

BEGINNING; **THENCE** North 61°50'13" West, 8.28 feet to a point; **THENCE** North 70°56'43" West, 22.63 feet to a point; **THENCE** North 84°03'35" West, 25.74 feet to a point; **THENCE** North 88°50'16" West, 124.52 feet to a point; **THENCE** North 83°18'54" West, 95.31 feet, more or less, to a point on the aforesaid southerly right-of-way margin of Nugget Way, said point being the **POINT of TERMINATION.**

The bearings and distances in this legal description are based on a Property Line Adjustment Survey which is to be filed.

EXHIBIT C

Tax Lot 700 After Adjustment

Being a portion of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records and those lands conveyed in that Bargain and Sale Deed recorded on February 29, 2016 as Reception Number 2016-009565 in the Lane County Oregon Official Records, said portion being more particularly described as follows:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; THENCE continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records, said point being the **POINT of BEGINNING; THENCE** along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of tangency; **THENCE** continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; **THENCE** North 89°54'59" East, 268.47 feet to a point; **THENCE** at right angles to the last course North 00°05'01" West, 12.00 feet to a point; **THENCE** at right angles to the last course North 89°54'59" East, 80.86 feet, to a point <u>**THENCE** along a line lying parallel to and easterly of said right-of-way margin South 04°54'31" East, 165.08 feet, more or less, to a point lying on the easterly extension of the southerly boundary of the aforesaid lands described in Exhibit C;</u> **THENCE** along the southerly boundary of said lands described in

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NOVEMBER 30, 2007
RENEE CLOUGH
69162LS

RENEWAL DATE: 12/31/21

Exhibit C North 89°37'38" West, 394.80 feet, more or less to the southeast corner of said lands described in Exhibit C; **THENCE**, along the westerly boundary of said lands described in Exhibits C and D North 04°53'53" West, 192.96 feet, more or less, to a point of curvature; **THENCE** continuing along said westerly boundary 213.72 feet along a tangent 398.83 foot radius curve through a delta angle of 30°42'11" with a 211.17 foot chord bearing North 20°14'59" West, more or less, to the northwest corner of said lands described in Exhibit D, said point also being on the aforesaid southeasterly right-of-way margin of Newman Street; **THENCE** along said right-of-way margin North 37°28'10" East, 45.78 feet, more or less, **RETURNING to the POINT of BEGINNING**.

The bearings and distances in this legal description are based on a Property Line Adjustment Survey which is to be filed.

EXHIBIT D

Tax Lot 1200 After Adjustment

All those lands conveyed in that Bargain and Sale Deed from the State of Oregon to the City of Springfield recorded on February 29, 2016 as Reception Number 2016-009565 in the Lane County Oregon Official Records

EXCEPT all those lands lying westerly of the following described line:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; THENCE continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records; THENCE along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of tangency; THENCE continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; THENCE North 89°54'59" East, 268.47 feet to a point; THENCE at right angles to the last course North 00°05'01" West, 12.00 feet to a point; THENCE at right angles to the last course North 89°54'59" East, 45.58 feet, more or less, to a point on the aforesaid westerly right-of-way margin, said point being the **POINT of BEGINNING**; **THENCE** North 89°54'59" East, 35.28 feet to a point to be known as Point A; **THENCE** North 11°49'08" West, 136.91 feet to a point; **THENCE** North 10°08'18" West, 106.32 feet to a point; **THENCE** North 05°03'49" West, 45.88 feet to a point; **THENCE** North 12°07'26" West, 9.44 feet to a point; **THENCE** North 51°21'53" West, 8.94 feet to a point; **THENCE** North 61°50'13" West, 1.44 feet, more or less,

to a point on the aforesaid westerly right-of-way margin, said point being the **POINT of TERMINATION.**

FURTHER EXCEPTING all those lands lying westerly of the following described line:

BEGINNING at the aforedescribed Point A; THENCE along a line lying parallel to and easterly of said right-of-way margin South 04°54'31" East, 165.08 feet, more or less, to a point lying on the easterly extension of the southerly boundary of the lands described in Exhibit C of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records, said point being the **POINT of TERMINATION.** The southerly boundary of this exception to be an easterly extension of southerly boundary of the last said lands described in Exhibit C of Reception Number 2001-012395.

ALSO all those lands described in Exhibit C of that Property Line Adjustment Deed 1 of 3 recorded on _____ as Reception Number _____ in the Lane County Oregon Official Records lying northerly of the following described line:

COMMENCING at the 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in the Lane County Oregon Plat Records, said point being on the westerly right-of-way margin of McVay Highway and 50.0 feet westerly, when measured at right angles, from the "L" centerline of McVay Highway as described in that Warranty Deed to the State of Oregon by and through its State Highway Commission recorded on March 9, 1966 on Reel 283D as Instrument No. 39389 in the Lane County Oregon Official Records; THENCE along the said westerly right-of-way margin of McVay Highway South 04°54'31" East, 315.20 feet to a point on the southerly right-of-way margin of Nugget Way as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southerly right-of-way margin South 89°57'29" West, 332.22 feet, more or less, to a point on the southeasterly right-of-way margin of Newman Street as said right-of-way is dedicated in the aforesaid plat of Wildish Industrial Tracts; THENCE along said southeasterly right-of-way margin South 03°39'34" East, 3.06 feet, more or less, to an angle point in said southeasterly right-of-way; THENCE continuing along said southeasterly right-of-way margin South 37°28'10" West, 76.93 feet, more or less, to a point on a line lying parallel to and 44.00 feet northeasterly, by perpendicular measurement, of the westerly boundaries of those lands described in Exhibits C and D of that Declaration of Property Line Adjustment recorded on March 7, 2001 as Reception Number 2001-012395 in the Lane County Oregon Official Records; THENCE along said parallel line 250.63 feet, more or less, on a non-tangent 442.83 foot radius curve to the right through a delta angle of 32°25'42" with a 247.30 foot chord bearing South 21°06'44" East to a point of

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NOVEMBER 30, 2007
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RENEWAL DATE: 12/31/21

tangency; THENCE continuing along said parallel line South 04°53'53" East, 45.27 feet to a point; THENCE North 89°54'59" East, 268.47 feet to a point; THENCE at right angles to the last course North 00°05'01" West, 12.00 feet to a point; THENCE at right angles to the last course North 89°54'59" East, 80.86 feet to a point; **THENCE** North 11°49'08" West, 136.91 feet to a point; **THENCE** North 10°08'18" West, 106.32 feet to a point; **THENCE** North 05°03'49" West, 45.88 feet to a point; **THENCE** North 12°07'26" West, 9.44 feet to a point; **THENCE** North 51°21'53" West, 8.94 feet to a point; **THENCE** North 61°50'13" West, 1.44 feet, more or less, to a point on the aforesaid westerly right-of-way margin, said point being the **POINT of BEGINNING**; **THENCE** North 61°50'13" West, 8.28 feet to a point; **THENCE** North 70°56'43" West, 22.63 feet to a point; **THENCE** North 84°03'35" West, 25.74 feet to a point; **THENCE** North 88°50'16" West, 124.52 feet to a point; **THENCE** North 83°18'54" West, 95.31 feet, more or less, to a point on the aforesaid southerly right-of-way margin of Nugget Way, said point being the **POINT of TERMINATION**.

The bearings and distances in this legal description are based on a Property Line Adjustment Survey which is to be filed.

PURCHASE AND SALE AGREEMENT

DATED: August 20, 2020

PARTIES:

City of Springfield, A Municipal Corporation of the State of Oregon ("City") 225 Fifth Street Springfield, Oregon 97477	Owner of Real Property located at Map number 18-03-03-40, Tax Lot 1200, as more particularly described and set forth in Exhibit "A" attached hereto and incorporated herein by reference.
Wildish Industrial Development Corporation ("Wildish") 3600 Wildish Ln PO Box 40310 Eugene OR 97404	Owner of the Real Property located at 4990 and 5000 Franklin Blvd, Map number 18-03-03-14, Tax Lots 500 and 700, as more particularly as more particularly described and set forth in Exhibit "B" attached hereto and incorporated herein by reference.

NOTE: If the term "Parties" is used, all Parties have the responsibility for complying with the terms and conditions. Otherwise, responsibilities and obligations will be designated and allocated by the use of the designations "City" and "Wildish." Where the term "Owner" is used, that term corresponds to the party designation listed above. Where the term "Purchaser" is used, that term corresponds to Wildish in regard to the property for which City is the Owner, and to the City in regard to the property for which Wildish is the Owner.

RECITALS:

WHEREAS, Wildish was granted Tentative Site Approval on June 15, 2020 for development of the real property more particularly described and set forth in Exhibit B as a new office and regional employment headquarters facility (Case No. 811-20-000093-TYP2);

WHEREAS, the tentative site plan approval includes a portion of the real property more particularly described and set forth in Exhibit A, consisting of approximately 11,800 square feet and as generally depicted on Exhibit C ("the McVay Highway property");

WHEREAS, Wildish seeks to acquire the McVay Highway property from the City for the purpose of the development approved in Case No. 811-20-000093-TYP2, and a binding agreement for the transfer of this property is required by Condition 9 in the tentative site plan approval;

AGREEEMENT:

1. The McVay Highway Property.

1.1 City agrees to convey, sell, assign, transfer and quitclaim to Wildish a portion of the real property more particularly described in Exhibit A, consisting of approximately 11,800 square feet as generally depicted on Exhibit C, for the sum of $9,856, payable in full in cash at Closing (defined below).

1.2 The conveyance of the McVay Highway Property by the City to Wildish is contingent upon Wildish conveying the Nugget Way Property to the City as described in Paragraph 2.

1.5 The closing of the transaction between City and Wildish regarding the McVay Highway Property is subject to the conditions and contingencies set forth in Paragraphs 3 through 23 of this Agreement.

2 The Nugget Way Property.

2.1 Wildish agrees to convey, sell, assign, transfer and quitclaim to the City a portion of the real property more particularly described in Exhibit B, consisting of approximately 3,000 square feet as generally depicted on Exhibit C.

2.2 The conveyance of the Nugget Way Property by Wildish to the City is contingent upon the City conveying the McVay Highway Property to Wildish as described in Paragraph 1.

2.3 The closing of the transaction between the City and Wildish regarding the Nugget Way Property is subject to conditions and contingencies set forth in Paragraphs 3 through 23.

3. Conditions to Closing.

3.1 The parties' obligation to close this transaction is subject to the satisfaction of each of the following conditions:

3.1.1 Approval by the Springfield City Council for the disposition of the McVay Highway Property as surplus property.

3.1.2 Wildish will prepare or cause to be prepared the metes and bounds legal descriptions for the McVay Highway Property and the Nugget Way Property prior to closing. The final legal description attached to each Quitclaim deed described in Paragraph 3.1.5 will be subject to the good faith mutual agreement of the Parties.

3.1.3 Wildish and the City will jointly apply for approval of the property line adjustment needed to convey the McVay Highway Property to Wildish. Wildish will be responsible for obtaining all necessary surveys with the City's cooperation. Wildish will pay all relevant permit fees for the property line adjustment.

8.1.2 A duly executed affidavit certifying that Owner is not a foreign person, trust, partnership, or corporation in compliance with the requirements of IRC §1445(b);

8.1.3 Original counterparts or legible photocopies of all documents, feasibility studies, surveys, engineering reports, and other items of a similar nature in the possession of each party that relate to the property being conveyed by that party;

8.1.4 Such documents as the Title Company may require to evidence the authority of each party to consummate this transaction; and

8.1.5 Such other documents and funds, including (without limitation) escrow instructions, that are required of each party to close the sale in accordance with this Agreement.

9. Closing Costs: Prorated. City and Wildish shall each pay one-half of the escrow fees charged by Evergreen Land Title Company. Real property taxes for the tax year in which the transaction is closed shall be prorated as of the Closing Date.

10. Personal Property. There is no personal property sold.

11. Legal Relationships.

11.1 Relationship of Parties. This Agreement creates only the relationship of Owner and Purchaser, respective to each Property, and no joint venture, partnership, or other joint undertaking is intended hereby. No party hereto will have any rights to make any representations or incur any obligations on behalf of the another. No parties have authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. No parties are executing this Agreement on behalf of an undisclosed principal.

11.2 No Third-Party Beneficiaries. No additional parties are intended to be benefited or afforded any legal rights under or by virtue of this Agreement.

11.3 Joint and Several Liability. If any party comprises more than one person or entity, the obligations of each person or entity comprising such party under this Agreement will be joint and several.

11.4 Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party will extend to the party's members, directors, shareholders, officers, employees, and agents.

11.5 Assignment. City, SUB and SEDA each shall not assign this Agreement or their rights under this agreement without all Parties' prior written consent. Such consent may be withheld based upon each parties' reasonable discretion. Consent for assignments between SEDA and City is hereby provided by SUB.

12. Attorney Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to

PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

15. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered (i) when personally delivered or delivered by facsimile transmission (with electronic. confirmation of delivery}, or (ii) on the day following delivery of the notice by reputable overnight courier, or (iii) three (3) days after mailing certified mail, postage prepaid, to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day. Notice may be given by email transmission to the email address set forth in this Agreement or as such other email address as one party may indicate by written notice to the other party and shall be effective if and when the addressee acknowledges by return email that the addressee has received the email notice. Notices must be delivered, mailed, or sent by email to the following addresses:

City: Courtney Griesel, Economic Development Manager
City of Springfield
225 Fifth Street
Springfield, OR 97477
Email: cgriesel@springfield-or.gov

Wildish: Steven Wildish, Vice President
Wildish Land Co
3600 Wildish Ln
PO Box 40310
Eugene OR, 97404
steve@wildish.com

16. Warranties and Representations of Owners

16.1 Warranties. Each Owner acknowledges that the warranties and representations of Owners contained in this Agreement, including the warranties and representations contained in this section (the "Warranties"), are material inducements to the respective Purchaser to enter into this Agreement. All Warranties, and the respective Purchaser's right to assert a breach of them, shall survive for one year after Closing. If, before Closing, Purchaser discovers or is advised that any of the Warranties was untrue when made, then Purchaser will have the option to either (1) terminate this Agreement, without waiving any cause of action that Purchaser may be entitled to assert against the respective

16.1.6 Authority. No consents, documents, or approvals that have not been obtained are necessary to the effectiveness of the grant of the Option by Owner.

16.1.7 Contracts and Leases. Owner has disclosed to Purchaser all existing lease agreements, maintenance contracts, service agreements, or other contracts of any nature that pertain to, cover, or affect the properties or any part of the properties. There are no other lease agreements, maintenance contracts, service agreements, or other contracts of any nature that pertain to, cover, or affect the Property or any part of it.

16.1.8 As used herein, the phrase "to the knowledge of Owner" or any variation of that phrase refers to matters within the actual knowledge of Owner and do not include constructive or imputed notice or knowledge; and the use of that phrase does not imply that Owner has undertaken any special inquiry or investigation with respect to the representation modified by the phrase, unless circumstances within the actual knowledge of Owner would warrant a reasonable person to undertake further inquiry when presented with similar circumstances.

16.2 AS IS. Except for the representations made by the Parties in this Agreement, City is accepting the Nugget Way Property and Wildish is accepting the McVay Highway Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representation or warranties of any kind whatsoever, express or implied, by the Owner.

16.3 Changed Conditions. If Owner discovers that one or more of the Warranties or one of the conditions referred to in the Warranties has changed after this Agreement is executed, through no fault of Owner, Owner will immediately inform Purchaser, in writing, of that discovery. If the changed condition or Warranty cannot be cured within 10 days of the date Owner discovers the change, then Purchaser may terminate this Agreement by giving written notice of termination to Owner within 15 days after receiving the notice from Owner. If the changed condition or Warranty can be corrected within 10 days after discovery by Owner, Purchaser will not have the right to terminate this Agreement under this section and Owner will correct the changed condition or Warranty within 10 days of the discovery. If Purchaser does not terminate this Agreement and the changed condition or Warranty can be corrected and is not corrected by the Closing Date, then Purchaser will have the right to compel specific performance by the Owner. A change caused by Owner is deemed to be a breach of this Agreement by Owner if the change materially and adversely affects the Property or Purchaser's rights.

17. Brokerage/Real Estate Commission. Neither party has employed the services of a realtor, broker or real estate salesperson in reaching this Agreement. It is

24. Miscellaneous. The facsimile transmission of any signed document including this Agreement, in accordance with Paragraph 15, shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes a prior and contemporaneous agreements between them with respect thereto. Without limiting the provisions of Section 19 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The person signing this Agreement on behalf of each Purchaser and the person signing this Agreement on behalf of each Owner each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to the terms and provisions of this Agreement. This Agreement shall not be recorded unless the parties otherwise agree.

Dated: August 20, 2020

WILDISH

Steven M. Wildish

By Steven Wildish
Vice President, Wildish Industrial Development Corporation

CITY

Nancy Newton

By Nancy Newton
Springfield City Manager

EXHIBIT B

Parcel 1
"Tax Map & Lot No. 18030314 00500"

Beginning at a 5/8" iron rod marking the initial Point of Wildish Industrial Tracts as platted and recorded in Book 56 Page 11 of the Lane County Oregon Plat Records, said point being on the westerly margin of McVay Highway and 50.0 feet from when measured at right angles to the "L" centerline of McVay Highway as said centerline is described in a deed to the State of Oregon by and through its State Highway Commission and recorded March 9, 1966, Instrument No. 39389 of the Lane County Oregon Deed Records; thence along the said westerly margin of McVay Highway South 5°41'11" East 315.20 feet to a point marking the intersection of the westerly margin of McVay Highway and the south margin of Nugget Way as said right of way is granted in the said plat of Wildish Industrial Tracts, said point being the **True Point of Beginning**; thence leaving the westerly margin of McVay Highway and running along the south margin of Nugget Way South 89°10'49" West 332.20 feet to a point marking the intersection of the south margin of Nugget Way and the easterly margin of Newman Street; thence leaving the south margin of Nugget Way and running along the easterly margin of Newman Street South 4°40'56" East 3.10 feet and South 36°40'44" West 122.66 feet to a point marking the intersection of the easterly margin of Newman Street and the centerline of a private railroad spur line; thence leaving the easterly margin of Newman Street and running along the centerline of the private railroad spur line along the arc of a 398.83 foot radius curve right (the chord of which bears South 24°22'41" East 165.70 feet) a distance of 166.92 feet; thence leaving said centerline and running North 89°36'49" East 362.15 feet to a point on the westerly margin of McVay Highway, said point being 50.0 feet westerly of when measured at right angles to the "L" centerline of McVay Highway; thence along the westerly margin of McVay Highway North 5°41'11" West 255.96 feet to the **True Point of Beginning**, all in Lane County Oregon.

Also Including:

Parcel 2
"Tax Map & Lot No. 18030314 00700"

Beginning at a 5/8" iron rod marking the Initial Point of Wildish Industrial Tracts as platted and recorded in Book 56, Page 11 of the Lane County Oregon Plat Records, said point being on the westerly margin of McVay Highway and 50. 0 feet from when measured at right angles to the "L" centerline of McVay Highway as said centerline is described in a deed to the State of Oregon by and through its State Highway Commission and recorded March 9, 1966, Instrument No. 39389 of the Lane County Oregon Deed Records; thence along the said westerly margin of McVay Highway South 5°41'11" East 571.16 feet to the **True Point of Beginning**; thence leaving the westerly margin of McVay Highway and running South 89°36'49" West 362.16 feet to a point on the centerline of a private railroad spur line; thence along the centerline of the private railroad spur line along the arc of a 398.83 foot radius curve right (the chord of which bears South 9°02'19" East 46.61 feet) a distance of 46.64 feet and South 5°41'19" East 192.34 feet; thence leaving the centerline of the private railroad spur line and running North 89°36'49" East 359.41 feet to a point on the westerly margin of McVay Highway, said point being 50.0 feet from when measured at right angles to the "L" centerline of McVay Highway; thence along the westerly margin of McVay Highway North 5°41'11" West 238.62 feet to the **True Point of Beginning** all in Lane County Oregon.

The Basis of Bearings for these Legal Descriptions is C.S.F. No. 36824, on file in the office of the Lane County Surveyor.

Exhibit D

After Recording Return To:

_____

_____

_____

Until Requested otherwise,

_____

_____

_____

QUITCLAIM – STATUTORY FORM

_____, Grantor, releases and quitclaims to _____, Grantee, the following described real property situated in Lane County, Oregon, and more particularly described as follows:

See Exhibit _ attached hereto and incorporated herein by reference.

The true consideration of this conveyance is $_____ and includes the exchange of real property.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this _____ day of _____, 20_____.

_____:

_____

_____

By: _____

Its: _____

STATE OF OREGON, County of Lane) ss.

This instrument was acknowledged before me on _____, 2020, by _____ as _____ of _____.

_____

Notary Public for Oregon

ACCEPTANCE OF DEED BY SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY:

Grantee approves and accepts this conveyance this _____ day of _____, 20_____.

By: _____

Printed Name: _____

Title: _____

City Right of Way With ODOT Reversion Clause

McVay & Nugget
Total City-owned Right of Way Area under ODOT reversion clause
132,066 Sq.Ft. (3.0 acres)

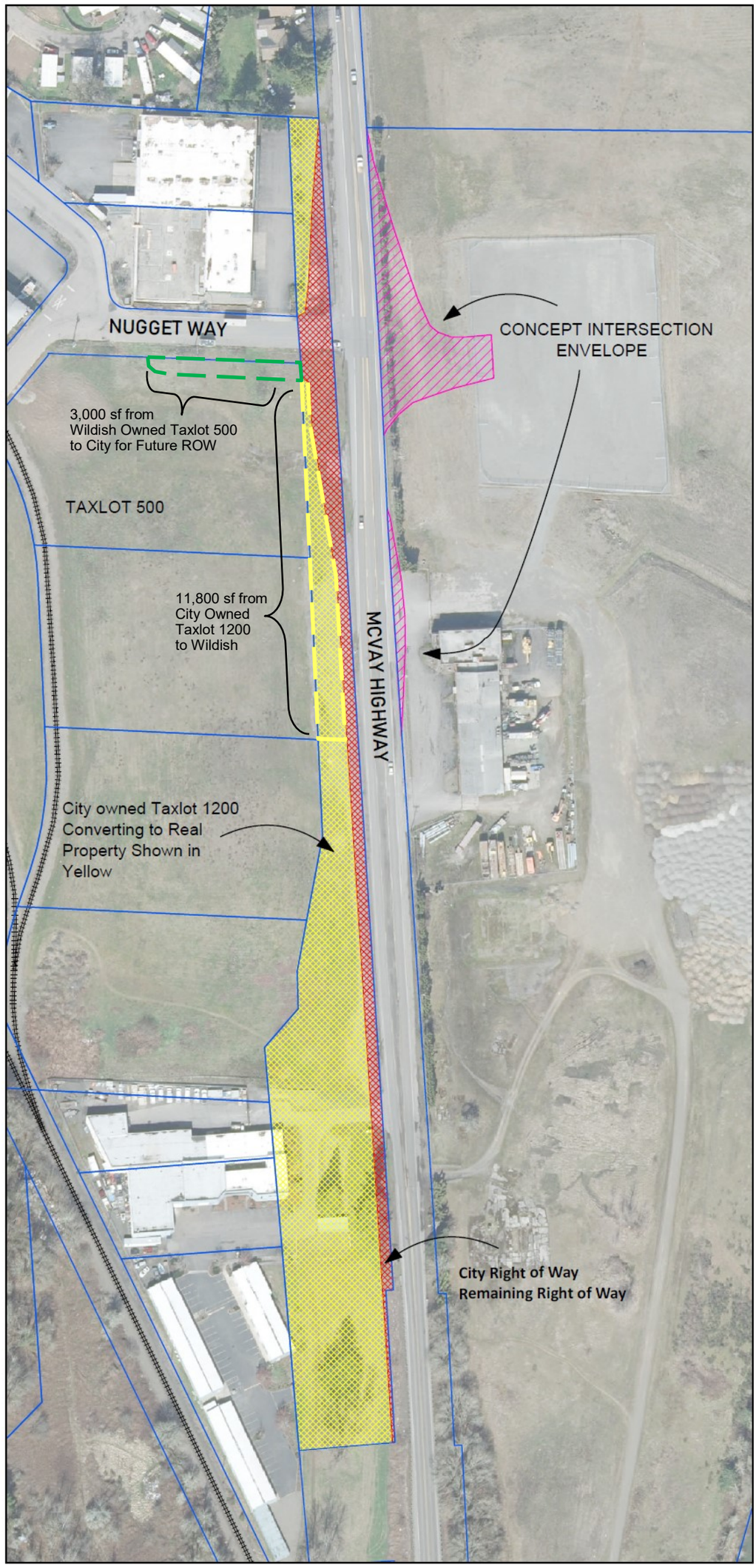
City-owned ROW, Converting to Real Property
102,431 Sq.Ft.
(2.3 acres)

City-owned ROW, Remaining ROW
29,635 Sq.Ft.
(0.7 Acres)

Proposed New Right of Way

Taxlots

Railroad



0
125
250
500 Feet

6/9/2020

SPRINGFIELD OREGON

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.

SCOPE OF THE REVIEW

The following commentary identifies the level of due diligence performed by the reviewer in determining the completeness, adequacy, relevance, appropriateness, and reasonableness of the work under review. This review is based on a field review of an ODOT Appraisal Form 20 Surplus (Over $20,000) appraisal report that was completed by fee appraisers, Daniel Harms, MAI and Katherine Banz, MAI. It is noted that the appraisers utilized their own narrative format report but met all the minimum requirements of an ODOT Appraisal Report Form 20 Surplus (Over $20,000). In this review, the term 'Report' refers to the appraisal report under review. An inspection of the subject property was completed by the appraisers on February 24, 2018, the effective date of appraisal; the Date of Report is March 4, 2019.

The appraisal reviewer inspected the subject property and comparable sales on December 14, 2018. A review of the appraisal report was conducted to ascertain if the document conforms to the appropriate appraisal standards and guidelines outlined in ODOT's Guide to Real Estate Appraisal and Chapter 5 of ODOT's Right of Way Manual. The appraisal report was specifically reviewed for compliance with the technical requirements of the aforementioned standards as well as for consistency and mathematical correctness. The appraisal reviewer was qualified by education and experience to conduct this appraisal review.

The reviewer read the report as identified herein. During the review process, all submitted documents and correspondence were considered in addition to the appraisal report. The accuracy of calculations was confirmed. The adequacy and relevancy of the market data cited has been evaluated for propriety and accuracy of application. The report analyses, opinions, and conclusions have been evaluated for consistency. Independent verification of the fee appraisal data was not conducted, nor did the reviewer seek out other relevant data in the market.

APPRAISAL REVIEW COMMENTARY

HYPOTHETICAL CONDITION AND EXTRAORDINARY ASSUMPTIONS

The appraisers have made the following hypothetical condition: *The hypothetical condition has been made that the subject property is salable (despite not being a legal lot of record).* Appraisal review noted that there was no prior authorization for invoking this hypothetical condition.

The appraisers have made the following extraordinary assumption: *The values concluded herein are predicated on the extraordinary assumption that the locations of sewer line easements, access points across the subject property segments, and the sizes of the subject property segments, as reported by ODOT, are correct. If this is determined to be false, the value conclusions herein will need to be revisited.*

PROPERTY DESCRIPTION

The subject property is made up of one "tax lot", identified by the Lane County Assessor's office on Map #18S03W0340, Tax Lot 1200; the subject property is not a legal lot of record. The appraisers relied on documents provided to them by ODOT which indicate that the subject property is 142,386 square feet, or 3.27 acres plus associated slope easements which contain 14,194 square feet, or 0.326 acres. The property was conveyed for the purpose of a future City of Springfield transportation improvement project. The transfer document indicates that "If said property is no longer used for public transportation related purposes, or if the transportation improvement project does not commence within twenty (20) years of the execution of this Deed then the property shall automatically revert to Grantor." The transfer document goes on to state that, in the event that the City of Springfield wishes to remove the Right of Reversion, the current value of the Right of Reversion shall be determined by a fair market value appraisal. The City of Springfield desires to remove the Right of Reversion; therefore, the purpose of the appraisal is to determine the fair market value of the Right of Reversion.

For purposes of this appraisal, the subject property was divided into segments. On the ODOT Sketch Map, the subject property has been divided into 12 segments [A-K (which includes two "C" segments due to the numbering system utilized when the subject property was originally assembled in the late 1960's)] which range in size from 1,968 square feet to 33,936 square feet. There are 10 adjacent properties which the appraiser has identified on their map as segments I-X; apportioning the subject property to the adjacent sites based on ownership (multiples of the adjacent sites are owned by the same entity) results in a total of seven lots ("parent parcels"), ranging in size between 2,523 square feet to 41,144 square feet. As stated previously, the slope easements have a combined area of 14,194 square feet. The slope easements are abutting six segments (C, D, E, F, C, portion of G) of the subject property. The appraiser has noted, there are slope easements on four (identified as II, IV, V, and VI on the appraiser's map) of the consolidated segments. In addition, it was discovered that there are three (identified as V, VII and VII on the appraiser's map) of the consolidated adjacent properties which are encumbered by a sewer line easement (subject property segments F, C and G). It should be noted that a portion of the subject property fronts Nugget Way which is already

owned by the City of Springfield; additionally, the appraiser has concluded that this portion of the subject property is encumbered by the Nugget Way right-of-way and has rendered this portion unusable and attributed no value to it. The subject property is presently under the ownership of the City of Springfield subject to the reverter clause in the conveyance documents; it was transferred to the City by ODOT in early 2016.

The subject property is a long, somewhat narrow (+/- 50' wide at the north end and +/- 130' wide at the south end) remnant parcel located along the McVay Highway/Franklin Blvd. at/near the Nugget Way intersection which is south of the newly constructed Franklin Blvd. Roundabouts. The subject property is located in the Glenwood neighborhood, an unincorporated area within the Springfield Urban Growth Boundary. The subject is less than one mile from downtown Springfield and less than three miles from downtown Eugene. The appraisers noted that the subject has a Eugene mailing address. Apparently, when Springfield took over jurisdiction of Glenwood, the zip codes for the Eugene/Springfield boundaries were not changed. Therefore, the subject still has a Eugene address, despite not being under the jurisdiction of the City of Eugene.

ODOT research has revealed that the adjacent properties all have access to the adjacent McVay Highway/Franklin Blvd. over and across the subject property, via Nugget Way, or via an easement through an adjacent property. McVay Highway/Franklin Blvd. is a two-lane, asphalt paved road that is maintained by the City of Springfield. The appraisal has a detailed map showing the access points from each adjacent property to McVay Highway (Franklin Blvd.). It appears that each of the adjacent properties have adequate access if assembled with the subject property.

The subject property is located within the City of Springfield's Glenwood Refinement Plan Area/Glenwood Riverfront Area. The zoning of the subject site is MUE (Mixed Use Employment); this zone is established where office employment, educational uses and light manufacturing employment uses are intended as the primary uses with external impacts less than or equal to office uses. Limited small scale retail and service uses are also permitted if developed as an integral part of the primary employment development to provide commercial services needed by employees in close proximity to their workplace (employment-generating educational uses may be considered primary uses). Warehousing is permitted as a secondary use. The appraisers have concluded that the highest and best use of the subject property as though vacant is assemblage with adjacent/abutting properties. In the present condition, there are existing site improvements located on the subject property. According to the appraisers, the existing site improvements may hold some assemblage value to the adjacent property owners. However, the contributory value of the subject site improvements

cannot be realized until the date of reversion (2036). Noting the current condition of the subject site improvements, and the length of time to the reversion date (17-18 years throughout which the site improvements will be depreciating further), the site improvements will have fully depreciated and reached the end of their economic lives. Therefore, the subject site improvements do not contribute value to the subject property. *It is appraisal review's opinion that were the property valued correctly, the site improvements could contribute value to the adjacent properties in as much as the respective property owners would, more than likely be willing to pay a slightly higher unit value for the site improvements and land to ensure that another market participant does not purchase their respective site improvements/frontage.* The appraisers have opined that the highest and best use of the subject property as improved is assemblage with the adjacent/abutting properties.

PROPERTY VALUATION

ODOT appraisal requirements for properties similar to the subject property typically require an independent site valuation and an assemblage to the most logical adjacent property/properties (Assemblage Value). The appraiser has utilized the across the fence (ATF) methodology to value the subject property which appears to be the most appropriate valuation technique. In order to value the subject property utilizing the ATF method, the appraiser has employed the sales comparison approach. In their analysis, the appraisers have analyzed seven comparable land sales – three of which were located within the immediate vicinity of the subject and four that were located in nearby Springfield. The subject segments are valued on a price per square foot basis, as is custom for similar property types in the local market. The comparables sold between January 2015 and January 2018; range in size between 15,246 square feet and 1,118,621 square feet; and had unadjusted values between $1.03 and $6.12 per square foot. Adjustments were made to the comparable sales for building demolition (Sale #4) and market adjustments were applied at a rate of 0.75% per month where applicable. After adjustments were made to the comparable properties, a value range from $1.14 to $6.45 per square foot was realized. Subsequently, property characteristic adjustments were made on a qualitative basis by the appraisers. After concluding a per square foot value for the subject property, the appraisers appropriately completed an analysis of the segments which are presently encumbered by the sewer line easement. They attributed 50% of fee value for this encumbrance which appears to be consistent with the market. The appraiser concluded the following based on a thorough analysis of the comparable properties and the subject property.

		Size (S.F.)	Sewer Easement Impact	Encumbered Unit Value	Total Value
Parent Parcel 1	$5.25	13,022	0%	$0.00	$68,366
Parent Parcel 2	$0.00	2,523	0%	$0.00	$0
Parent Parcel 3	$5.25	13,025	0%	$0.00	$68,381
Parent Parcel 4	$3.50	12,027	50%	$1.75	$21,047
Parent Parcel 5	$2.25	41,144	50%	$1.13	$46,287
Parent Parcel 6	$3.50	26,709	0%	$0.00	$93,482
Parent Parcel 7	$2.25	33,936	0%	$0.00	$76,356
		142,386			*$373,919*
				Rounded	**$374,000**

The next step in the appraisers' analysis was to value the slope easements associated with Parent Parcels 1-5. They attributed 25% of fee value for this encumbrance which appears to be consistent with the market. The appraiser concluded the following based on a thorough analysis of the comparable properties and the subject property.

		Size (S.F.)	Slope Easement Impact	Impacted Unit Value	Total Value
Parent Parcel 1	$5.25	1,234	25%	$1.31	$1,617
Parent Parcel 2	$0.00	461	25%	$0.00	$0
Parent Parcel 3	$5.25	2,586	25%	$1.31	$3,388
Parent Parcel 4	$3.50	3,608	25%	$0.88	$3,175
Parent Parcel 5	$2.25	6,305	25%	$0.56	$3,531
		14,194			$11,711
				Rounded	**$12,000**

Based on the aforementioned information, the subject property Assemblage Value (ATF) is $386,000 ($374,000 + $12,000 = $386,000). It should be noted that the appraisers did not attribute any value to the existing improvements located on the subject property which consist of asphalt parking lot, chain link fencing, public street, gravel drives, asphalt/gravel parking lot and a business sign. The appraisers estimated depreciated replacement cost for the site improvements at $71,031. *As stated previously, it is appraisal review's opinion that were the property valued correctly, the site improvements could contribute value to the adjacent properties in as much as the respective property owners would, more than likely be willing to pay a slightly higher unit value for the site improvements and land to ensure that another market participant does not purchase their respective site improvements/frontage.*

The next step in the appraisers' valuation was to apply an "enhancement factor" to the Assemblage Value. It is appraisal review's opinion that this is not a "typical" methodology for ATF value (*rather, appraisal review believes this should be factored into the*

unit values previously estimated), it is not a gross error and could be a reasonable method used to achieve the same ATF value as factoring this "enhancement factor" into the unit value. The premise behind this makes sense because the adjacent properties are not required to purchase the subject property segment, so this factor is utilized to entice the adjacent owner to purchase. In addition, this factor takes into account any potentially large discounts for the decreased marketability and utility of the segments and any sell-out period and/or reluctant property owners due to the number of segments that comprise the subject property. Appraisal review believes that calling it an enhancement factor is misstated, as the appraisers' conclusion of 0.50 is not an "enhancement" but a reduction. Regardless, appraisal review concurs that this a reasonable method to arrive at the fair market value of the assembled property, stated at $193,000 ($386,000 x 0.50 = $193,000).

At this point in the appraisal, it is appraisal reviews opinion, the valuation methodology is incorrect. Appraisal review made repeated attempts (email, phone, in-person meeting) to work with the appraiser to better understand their methodology. However, the attempts were unsuccessful and the appraisers and appraisal review came to an impasse.

The appraisers valued the property as an independent site taking into consideration the irregular shape, encumbrance of Nugget Way and sewer easement encumbrance; but, failed to take into account that the independent site value is subject to the Right of Reversion. At the end of 20 years if the property is not used for a transportation related use, the property reverts back to ODOT. Further, selling and/or leasing the property is not an option because that is not transportation related use. It is appraisal reviews opinion that these are the heaviest encumbrances that the subject property bears and they aren't factored into this value. These encumbrances severely restrict the marketability of the subject property (if it can't be sold there is no market participant to buy the property). However, in order to formulate an economic use, it would be necessary to either a) analyze and research other sales in the market that are severely encumbered (access, shape, topography, easements, etc…) and estimate a discount rate (to be applied to the assemblage value) or b) use the Easement Valuation Matrix and estimate a percentage of fee based on the easements/encumbrances which burden the property because of the specified use and restrictions (to be applied to the assemblage value).

As a follow up to the aforementioned Independent Site Value, the appraiser proposed a "Valuation of the Reversionary Estate". This methodology utilized the Assemblage Value previously estimated; trended it forward for the remaining term left in the original 20 years, added a 2.5% annual increase based on the CPI (this does not represent market value as property values over time do not increase in this manner) and deducted a line item of 5% at the end of the remaining term for expenses based on a hypothetical future sale (there is no future sale of the property, its ownership just reverts back to ODOT if it's not used for the specified uses outlined

in the deed transfer document). Then, the appraiser put those figures into a Discounted Cash Flow (DCF) model, estimated a discount rate (8.5%) from which to purportedly conclude the present value of the reversion; their opinion being that this is an indication of the fair market value of the subject's reversionary estate. It is appraisal review's opinion that this does not provide an accurate reflection of the fair market value of the Right of Reversion.

Appraisal review was very thoughtful in their review of the subject property appraisal with the understanding that different appraisers have different methods of appraising properties; however, those methods have to be reasonable and supportable. That is not the case with this appraisal. For that reason, appraisal review does not believe that fair market value of the Right of Reversion was achieved. Further, it is appraisal review's recommendation that another appraisal for this file should be procured.

It is appraisal reviews opinion that the proper way to analyze the fair market value of the Right of Reversion is to calculate the difference in the value of the property ***with the encumbrance(s)*** *[Independent Site Value – "As Is" Value discounted commensurate to the encumbrances on the property such as "If said property is no longer used for public transportation related purposes, or if the transportation improvement project does not commence within twenty (20) years of execution of this Agreement, then all right, title and interest shall automatically revert to state" (ODOT) and (given the aforementioned condition) that the subject property can't be leased or sold. In addition, the site characteristics (not a legal lot of record, narrow shape, etc…) and encumbrances (sewer line easement)] and* ***without the encumbrance(s)*** *[Assemblage Value (ATF method) minus any site characteristic, provided that wasn't a factor in the unit value of the site].*

On August 20, 2019, Appraisal review was tasked with providing an opinion of value as though the property were valued in the correct manner. It is noted that the opinion of value provided by appraisal review is subject to the conditions that the appraisal report (reviewed herein) contains the best possible data and that appraisal review did not obtain, confirm or research the market for other relevant data for use in the valuation of the subject property. To properly value the subject property, the Independent Site Value must be opined. The Independent Site Value is by definition the stand alone value as an independent commodity. The Independent site value is, in layman's terms, the value of the property as if it were put on the market today with all encumbrances and/or easements. As a starting point for valuing the Right of Reversion, appraisal review has utilized the appraiser's previously calculated opinion of ATF value of $193,000. To assist appraisers, there is a published Easement Valuation Matrix which can be used as a general guide to assess the effect an easement may have on a total bundle of rights. For purposes of valuing the subject property, the Matrix was utilized; as the only other method of comparison would be to go to the market and research and analyze other sales in the market that

are severely encumbered (access, shape, topography, easements, etc…) and estimate a discount rate which appraisal review was not asked to do. The Easement Valuation Matrix follows:

Easement Valuation Matrix

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	• Severe impact on surface use • Conveyance of future uses	Overhead electric, flowage easements, railroad right of way, irrigation canals, exclusive access easements
75% - 89%	• Major impact on surface use • Conveyance of future uses	Overhead electric, pipelines, drainage easements, railroad right of way, flowage easements
51% - 74%	• Some impact on surface use • Conveyance of ingress/egress rights	Pipelines, scenic easements
50%	• Balanced use by both owner and easement holder	Water or sewer lines, cable lines, telecommunications
26% - 49%	• Location along a property line location across non-usable land area	Water or sewer line, cable lines
11% - 25%	• Subsurface or air rights with minimal effect on use and utility • Location with a setback	Air rights, water or sewer line
0% - 10%	• Nominal effect on use and utility	Small subsurface easement

It is appraisal review's opinion that the encumbrances and easements on the subject property and as described in the appraisal as well as herein, have an impact of 90% (Comments: Severe impact on surface use, Conveyance of future use Potential Types of Easements: Overhead electric, flowage easements, railroad right-of-way, irrigation canal, exclusive access easements) of the fee value. Therefore, the calculation for the Independent Site Value of the subject property is as follows:

Independent Site Value: $193,000 x 90% ($173,700) - $173,700 = $19,300

As stated previously, the value of the Right of Reversion is the difference between the ATF Value and the Independent Site Value which equates to $173,700 ($193,000 - $19,300 = $173,700).

Therefore, based on the following information, it is appraisal review's opinion that the Right of Reversion Value of the subject property, based on the conditions set forth herein, is ***$173,700****.*
Date of Updated Review and Opinion of Value: August 20, 2019

File No. 37300

39389

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Wildish Industrial Development Corporation, an Oregon corporation, Grantor, for and in consideration of the sum of Eight Thousand Five Hundred Thirty and No/100 Dollars ($8,530.00), to it paid, receipt whereof hereby is acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, Grantee, the following described premises, to wit:

Parcel 1.

A parcel of land lying in the SE¼NE¼ of Section 3 and in the SW¼NW¼ of Section 2, Township 18 South, Range 3 West, W.M., Lane County, Oregon, and being a portion of that property described in those deeds to Wildish Industrial Development Corporation, bearing Instrument #22170, recorded August 16, 1963, and Instrument #63858, recorded July 21, 1964, of Lane County Records of Deeds; the said parcel being that portion of said property included in a strip of land 50 feet in width, lying on the Westerly side of the center line of the McVay Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station "L" 104+00, said Station being 3820 feet North and 113 feet East of the Southeast corner of said Section 3; thence South 3° 02' 39" East, 973.73 feet to Engineer's center line Station "L" 113+73.73, at which Station the Southerly line of said strip of land lies at right angles to said center line.

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 0.4 acre, more or less.

Parcel 2.

A parcel of land lying in the E½E½ of Section 3, and in the W½W½ of Section 2, Township 18 South, Range 3 West, W.M., Lane County, Oregon, and being a portion of that property described in that certain deed to Wildish Industrial Development Corporation, bearing Instrument #22170, recorded August 16, 1963, of Lane County Record of Deeds; the said parcel being that portion of said property included in a strip of land variable in width lying on each side of the center line of the Southbound lane of the McVay Highway, as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station "SB" 113+73.73 at which Station the Northerly line of said strip of land lies at right-angles to said center line, said Station being 2847 feet North and 145 feet East of the Southeast corner of said Section 3; thence on an 11,459.16 foot radius curve right (the long chord of which bears South 1° 17' 39" East) 700 feet to Engineer's center line Station "SB" 120+73.73.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Westerly Side of Center Line	Width on Easterly Side of Center Line
"SB" 113+73.73		"SB" 115+50	30 in a straight line to 70	50
"SB" 115+50		"SB" 116+00	70	50
"SB" 116+00		"SB" 116+50	70 in a straight line to 115	50
"SB" 116+50		"SB" 120+73.73	115 in a straight line to 90	50

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 0.75 acre, more o. less.

As a part of the consideration hereinabove stated there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between all of the Grantor's remaining real property, and Parcels 1 and 2 hereinabove described; EXCEPT, however,

Reserving, for service of the said remaining property, right of access from Grantor's remaining property to the highway right of way, at each of the following places and for the following widths:

Hwy. Engr's Sta.	Side of Hwy.	Width	Purpose
107+25	Westerly	50 feet	Unrestricted
112+00	Westerly	35 feet	Unrestricted
114+00	Westerly	35 feet	Unrestricted

Grantee shall either construct a public frontage road or provide some other access road on the Westerly side of the highway, Southerly of Station 116+50, and the Grantor its successors and assigns, shall be entitled to reasonable access to the said road for any purpose, upon application filed with the State pursuant to applicable statutes and regulations. Said road shall be connected to the main highway or to other public ways only at such places as the Grantee may select.

TO HAVE AND TO HOLD the above described premises with their appurtenances, in fee simple unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

As a further part of the consideration hereinabove stated, there is also hereby granted unto the State of Oregon, by and through its State Highway Commission, a perpetual right and easement to construct, maintain, repair and have free access to all slopes of cuts or fills, occasioned by or resulting from the construction, operation or maintenance of a public street or highway and appurtenances, upon the following described premises, to wit:

Parcel 3.

A parcel of land lying in the SE¼NE¼ of Section 3, Township 18 South, Range 3 West, W.M., Lane County, Oregon, and being a portion of that property described in that certain deed to Wildish Industrial Development Corporation, bearing Instrument #63858, recorded July 21, 1964, of Lane County Record of Deeds; the said parcel being that portion of said property lying between lines which are parallel to and 50 feet Westerly, and 60 feet Westerly of the center line of the relocated McVay Highway, which center line is described in Parcel #1.

The parcel of land to which this description applies contains 0.04 acre.

Parcel 4.

A parcel of land lying in the SE¼NE¼ of Section 3, Township 18 South, Range 3 West, W.M., Lane County, Oregon, and being a portion of that property described in that certain deed to Wildish Industrial Development Corporation, bearing Instrument #22170, recorded August 16, 1963, of Lane County Record of Deeds; the said parcel being that portion of said property lying Northerly of a line drawn at right angles to the center line of the relocated McVay Highway at Engineer's center line Station "L" 113+73.73 and lying between lines which are parallel to and 50 feet Westerly and 80 feet Westerly of said center line which center line is described in Parcel #1.

The parcel of land to which this description applies contains 0.14 acre, more or less.

File No. 37300

39389

Parcel 5.

A parcel of land lying in the E½E½ of Section 3, Township 18 South, Range 3 West, W.M., Lane County, Oregon, and being a portion of that property described in that certain deed to Wildish Industrial Development Corporation, bearing Instrument #22170, recorded August 16, 1963, of Lane County Record of Deeds; the said parcel being that portion of said property lying Southerly of a line drawn at right angles to the Southbound center line of the relocated McVay Highway at Engineer's center line Station "SB" 113+73.73; lying Westerly of Parcel #2 and lying Easterly of a line which is parallel to and 60 feet Westerly of said center line. The center line herein referred to is described in Parcel #2.

The parcel of land to which this description applies contains 0.04 acre, more or less.

Nothing contained in the easement herein granted shall be construed to convey fee title to the land used for slope purposes, nor prevent Grantor from the full use and dominion thereover, provided, however, that such use shall not be permitted to damage or destroy lateral support to the highway, and provided further that nothing herein contained shall grant to the State of Oregon, by and through its State Highway Commission, the right to excavate beneath existing buildings or deposit fill materials against existing buildings above the top of the foundations thereof, but it is understood and agreed that the State of Oregon shall never be required to remove the dirt or other materials placed by it upon said property, nor shall the State of Oregon be subject to any damages to the Grantor, its successors and assigns, by reason thereof, or by reason of the slopes constructed thereon, or by reason of change of grade of the street or highway abutting on said property.

TO HAVE AND TO HOLD the said right, license and easement hereinabove set forth unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And the said Grantor does hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that it is the owner in fee simple of all of the herein described premises; that they are free from all encumbrances and that it will warrant and defend the property herein conveyed and the easement and rights granted from all lawful claims whatsoever.

It is expressly intended that the covenants, burdens, restrictions and reservations contained herein shall run with the land and shall forever bind the Grantor, its successors and assigns.

IN WITNESS WHEREOF, Wildish Industrial Development Corporation, an Oregon corporation has caused its lawful corporate seal to be hereunto affixed and its name hereto subscribed by its duly authorized officers this 28th day of February 1966.

Wildish Industrial Development Corporation,
an Oregon corporation.

By [signature]
President

By [signature]
Secretary

WILDISH INDUSTRIAL DEVELOPMENT CORPORATION
CORPORATE SEAL
OREGON

File No. 37300

39389

STATE OF OREGON, }
County of LANE } ss

On this 28 th day of February, 1966, before me, a Notary Public in and for said County and State, appeared L. A. Wildish and Richard E. Wildish, to me personally known, who, being duly sworn, did ~~say~~ that he, the said L. A. Wildish, is the _____ President, and he, the said Richard E. Wildish, is the _____ Secretary, of Wildish Industrial Development Corporation, an Oregon corporation, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said L. A. Wildish _____ and Richard E. Wildish acknowledges the said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the day and year last above written.

Albert H. Brown
Notary Public for Oregon

My commission expires: Mar. 11, 1966

ALBERT H. BROWN NOTARY PUBLIC STATE OF OREGON

39389

4 2070 Wildish Industrial Door Co.

4 3

Reversing right of access

State of Oregon,
County of Lane—ss.

I, Ina Randolph, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at

1966 MAR 9 AM 10 56

Reel 283 D

Lane County OFFICIAL Records.

INA RANDOLPH, Director of the Department of Records & Elections.

By Ina Randolph Deputy

C29-083-05

RETURN TO
OREGON STATE HIGHWAY COMMISSION
STATE HIGHWAY BLDG
SALEM, OREGON

Chg

MEMORANDUM SPRINGFIELD CITY ATTORNEY'S OFFICE

DATE: April 15, 2021

TO: Sean VanGordon, Mayor
Damien Pitts, Councilor
Steve Moe, Councilor
Kori Rodley, Councilor
Leonard Stoehr, Councilor
Marilee Woodrow, Councilor
Joe Pishioneri, Councilor

FROM: City Attorney's Office

RE: Independent Report

Attached to this memo is a copy of the Independent Critical Incident Review and Analysis of the Officer-Involved Shooting Death of Stacy W. Kenny.

The settlement agreement between the City of Springfield and Estate of Stacy W. Kenny allows the Kenny family to commission a critical incident review and analysis resulting in the death of Kenny. The Kenny family commissioned OIR to conduct the review and write the report. OIR is a law enforcement consultancy company out of California that specializes in independent reviews, agency assessment and internal investigations.

Springfield Police Department command staff cooperated with OIR's review, but the City did not participate in writing the report or developing its recommendations. City staff have not yet had the opportunity to verify the facts represented in the report or to fully evaluate the recommendations presented in the report.

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Independent Critical Incident Review and Analysis of the Officer-Involved Shooting Death of Stacy W. Kenny

March 2021

Presented by:
Michael Gennaco

OIR GROUP

OIR
GROUP

323-821-0586
7142 Trask Avenue | Playa del Rey, CA 90293
OIRGroup.com

It's not how we make mistakes, but how we correct them that defines us.

Rachel Wolchin

Introduction

On March 31, 2019, Stacy W. Kenny was shot and killed by Springfield Police Sergeant R.A. Lewis following a traffic stop. On September 18, 2020, a lawsuit filed by Kenny's parents was settled for $4.55 million dollars, believed to be the largest dollar settlement in Oregon history for a police shooting case. One of the terms of the settlement agreement was that the surviving family members could commission a critical incident and analysis of the incident with which the relevant authorities would cooperate. Subsequently and through the family's attorney, Michael Gennaco of OIR Group[1] was contracted to conduct the analysis and prepare a written report setting out findings and recommendations.

This report focused on the investigation conducted by the Interagency Deadly Force Investigation Team ("IDFIT")[2] investigation and the Springfield Police Department's ("SPD") subsequent administrative review mechanisms. The goal is to assess the objectivity and thoroughness of fact collection and the rigor of the subsequent internal review of involved officers' actions.

In furtherance of that goal, Mr. Gennaco reviewed the investigative materials to determine whether IDFIT's investigative policies and practices allowed for the development of a body of evidence that was adequate to the task of appropriately scrutinizing the involved officers' actions and decision-making. He further reviewed those materials to learn whether current IDFIT protocols provided for effective and timely collection of evidence.

Mr. Gennaco also examined SPD's incident review materials and protocols in order to learn whether those systems properly facilitated the ability of the Department to learn from critical events and adjust its practices to strengthen future performance. Finally, and based on an evaluation of the attributes and limitations in the current model, he devised recommendations to improve relevant SPD policies, practices, and protocols – thereby

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[1] Since 2001, Michael Gennaco of OIR Group has worked exclusively with government entities in a variety of contexts related to independent outside review of law enforcement, from investigation to monitoring to systems evaluation. As part of OIR Group's oversight responsibilities for numerous jurisdictions, Mr. Gennaco has reviewed scores of officer-involved shootings and devised recommendations to improve attendant investigative and review practices.

[2] Under Oregon state law, the initial investigation of an officer-involved shooting is to be turned over to an interagency investigative team.

promoting not only appropriate accountability but also the identification and dissemination of beneficial "lessons learned."

Based on this review, Mr. Gennaco found that there were significant gaps in the IDFIT investigation into the officer-involved shooting of Stacy W. Kenny. The report accordingly includes responsive recommendations. Additionally, and in light of the fact that no single entity controls the quality of IDFIT's work product, OIR Group suggests that SPD (as a member of the interagency team) communicate these observations to partner agencies so that potential improvements can be adopted for the future.

Moreover, because the focus of the IDFIT investigation is limited to the use of deadly force, other issues critical to SPD – such as the use of force by officers preceding the shooting, their tactics and decision-making during the event, and crime scene maintenance – fall to the Department to consider and address when such incidents occur. IDFIT's structurally narrow focus means that it is even more imperative that SPD collect the facts necessary to perform the wide-ranging analysis that is warranted by these incidents.

To SPD's credit, during its internal review of the incident, it did identify a handful of "training issues." However, the Use of Force Review Board did not provide a detailed summary of its proceedings that explained the context for its identified issues. Moreover, even though SPD's Chief of Police expressly asked it to do so, the Review Board did not consider the approach, tactics, and decision-making by the three other officers (besides Sergeant Lewis) involved in the incident. Nor did the Review Board, contrary to its charge, assess the appropriateness of the force that the three additional officers used on Kenny. The Review Board also failed to opine on the appropriateness of the uses of force inflicted on Kenny by Sergeant Lewis prior to his deployment of deadly force. And when the Chief received the report from the Review Board that failed to consider his specific instructions, he did not return it to the Board to address these gaps.

Finally, with regard to the performance issues that were identified by the Review Board, there was no apparent plan to use the identification of performance issues in any systemic or meaningful way. The evidence is virtually nonexistent that SPD incorporated these issues into future training or learning or to even debrief the involved officers on the issues identified.

These shortcomings in SPD's review process cast doubt on both the substantive legitimacy and the lasting value of the Department's internal outcomes. In short, they create skepticism as whether any accountability, learning or remediation actually resulted from the agency's review of the Kenny shooting. This report is intended to delineate these gaps and identify significant issues that could and should have been the focus for the Use of Force Review Board. The report also recommends remedial actions that *should* have

sprung from SPD's internal review process and devises recommendations to improve both the investigative and review process.

It is important to note that the current investigative and review structures have the capability to accomplish both a thorough and objective factual record and a robust, constructive review. However, our review of this incident finds that the initial investigation by the multi-agency team had significant investigative deficiencies. And SPD fell far short of reaching this potential and producing the sort of accountability, learning and remediation that an agency should demand of those entrusted with these critical functions.

This report, then, has both substantive and procedural observations about the underlying incident and SPD's ultimate responses to it. We are hopeful that SPD leadership considers this analysis and recommendations in the constructive, forward-looking spirit with which they are issued. An objective and thorough collection of the facts of a serious incident is indispensable for an effective review process. And an effective review process allows for accountability, learning, and course correction. When both elements are in place, the result is an effective feedback loop that better prepares that agency for similar future challenges, enhances officer safety, and potentially reduces incidences of deadly force. This report is intent on further developing a framework within which SPD can achieve each of these vital objectives.

Methodology

For this review, OIR Group reviewed the investigative file produced during the discovery stage of the litigation. We reviewed reports, photographs, statements, and the interviews of witnesses and involved officers. We also reviewed depositions of key individuals, including the involved officers that were produced pursuant to the lawsuit. Finally, we had an opportunity to speak with representatives of the City and the Police Department to have a better understanding of some processes that were not entirely spelled out in writing.

Factual Summary

Several months prior to the officer-involved shooting, Kenny's parents had met with a Springfield officer to advise that their son Patrick Kenny had a history of schizophrenia, that he had not been taking his medication for approximately six to eight weeks, that he was engaging in odd behavior, that he was not hostile, that neither he nor any family member possessed firearms and that they were alerting law enforcement so that law enforcement would have situational awareness and react appropriately, were they to encounter him.[3] The officer who met with the parents placed an "alert" in SPD's database in order to provide that situational awareness to Springfield police officers who might come into contact with Kenny.

At about 9 p.m. on March 31, 2019, Stacy W. Kenny was driving in the City of Springfield when Officer Kraig Akins started to follow her (without emergency lights), and Kenny immediately pulled over to the side of the street. Officer Akins stopped his patrol vehicle behind Kenny's vehicle, activated his overhead lights and exited his patrol car, but did not speak to Kenny, nor approach.

After standing outside his patrol car for approximately 30 seconds, Officer Akins observed Kenny slowly roll down the driver's window, toss a small sound-making device towards him, wait a few more seconds, and drive away at the posted speed limit. Officer Akins requested back up, returned to his car, followed Kenny with his overhead lights and siren activated, and Kenny pulled to a stop a second time. Officer Akins again exited his vehicle, drew his firearm, and yelled at Kenny to put her hands out of the window. Officer Akins observed Kenny roll down her window and heard her ask why she was being followed. Officer Akins continued to yell orders at Kenny to put her hands out of the

[3] Since that meeting, Patrick Kenny transitioned to Stacy Kenny and began identifying as a female.

window and turn the car off. He then observed and heard Kenny sound an air horn, roll her window back up and again drive away at or below the posted speed limit.

Officer Akins returned to his car, followed behind Kenny with lights and siren activated and observed Kenny pull over to the curb and stop a third time. As Kenny did so, Sergeant Richard "R.A." Lewis stopped his police vehicle a few feet in front of and facing Kenny's vehicle, in an attempt to block it. Sergeant Lewis immediately exited his vehicle, drew his firearm, and approached the passenger side of Kenny's vehicle. As he did so, dispatch announced via radio that Kenny was on the phone with a 911 operator. Sergeant Lewis observed Kenny talking on her cell phone but neither he nor any other responding officer claimed to have heard this radio transmission.

Officer Akins approached the driver's side window of Kenny's vehicle, directed Sergeant Lewis to "smash out the windows" and immediately began breaking out the driver's side window. After Officer Akins smashed the driver's side window, he ordered Kenny to come out of the vehicle and show him her hands. Officer Akins said he then attempted to pull Kenny from her vehicle by her hair and, after being unable to do so, punched her 7 to 13 times in the face. Officer Akins said that Kenny activated an air horn twice in Akins' ear during this interval.

While Officer Akins was punching Kenny, additional backup Officer Robert Rosales arrived at the driver's side window, grabbed Kenny by the hair and attempted to pull her from the vehicle. After he was unsuccessful in doing so, Officer Rosales struck Kenny multiple times with his fists. Officer Rosales told investigators that as he and Officer Akins were striking Kenny with "focused blows", Kenny was "fighting back". Officer Robert Conrad then arrived and joined Officers Akins and Rosales at the driver's window. Officer Conrad grabbed one of Kenny's arms and attempted to pull her out of her vehicle, but instead pulled off Kenny's sweatshirt. Officer Conrad then said "Taser" and activated his Taser with multiple deployments. Officer Akins also deployed his Taser multiple times at Kenny.[4]

Meanwhile, Sergeant Lewis broke the passenger window of Kenny's vehicle, unlocked the door and entered the vehicle. After Sergeant Lewis entered Kenny's car, he immediately punched Kenny several times in the face. Sergeant Lewis said it appeared as if Kenny were striking back at the officers at the driver's side of the vehicle. According to Sergeant Lewis, the officers advised him to cut the seatbelt. Sergeant Lewis said he then pulled out his flashlight and attempted to locate the keys to disable the vehicle but could not locate any as a result of the vehicle being electric. Sergeant Lewis said that while he was looking for the keys, the car lurched forward, struck his patrol car, and continued around his car.

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[4] Officer Conrad stated that he and Officer Akins deployed their Tasers on Kenny simultaneously.

Sergeant Lewis said he had one of his legs outside of the car but as the car accelerated forward, he placed his leg entirely within the car.

Sergeant Lewis said that he then punched Kenny two more times to the face and tried to grab the steering wheel but to no effect. Sergeant Lewis said that he then struck Kenny with the butt end of a knife, but the car continued to accelerate toward a row of trees. Sergeant Lewis advised that he pleaded with Kenny to stop the car and that she was going to kill them both, but there was no reaction from Kenny. Sergeant Lewis said he then fired three rounds at Kenny's side torso, causing her to flinch once but displaying no other reaction. Sergeant Lewis then said he shot Kenny once in the head, but the car kept going toward the trees.[5] Sergeant Lewis stated he tried to again grab the steering wheel, but the car hit the trees, crossed the road, struck a fence, and finally crashed into a van.

Kenny died as a result of the gunshot wounds to her head. Sergeant Lewis was treated for a broken arm and other injuries while Officer Akins was treated for a fracture to his hand.

[5] Sergeant Lewis indicated that he had fired four rounds, when in actuality he fired six, with three striking Kenny in the torso and two in the head. One round missed striking Kenny.

Investigative Issues

As indicated above, the investigation of officer-involved shootings in Lane County are conducted by the County's Interagency Deadly Force Investigation Team ("IDFIT"), comprised of contributing law enforcement investigators from within the County. The lead IDFIT investigator for the Kenny shooting was a detective from the Eugene Police Department. The IDFIT protocols allow for participation of an investigator from the agency of the involved officers; accordingly, a detective from SPD participated in the investigation.

A review of the investigative file revealed significant gaps in the IDFIT investigation, a lack of investigative protocols and resulting lack of uniformity in fact collection, and existing protocols that are inconsistent with best practices.

No Crime Scene Log Prepared

It is standard investigative practice to seal off and preserve a crime scene while photographs and collection of evidence are undertaken. As part of that practice, a crime scene log is prepared in which individuals within the crime scene perimeter are identified, and any additional entries or departures of individuals into the crime scene are noted. In this case, there were apparently no attempts to establish a crime scene log. Accordingly, there are no precise records on who was at the initial crime scene, what individuals subsequently entered the scene, and when individuals departed from the scene. Nor does IDFIT apparently provide direction to participating agencies on the need to develop a crime scene log. This significant gap in investigative protocols must be addressed.

> RECOMMENDATION ONE: SPD should develop protocols to ensure that a crime scene log is maintained for any officer-involved shooting that occurs in its jurisdiction.
>
> RECOMMENDATION TWO: SPD should advocate that IDFIT improve its protocols to require each agency to maintain a crime scene log after an officer-involved shooting that occurs in its jurisdiction.

Inadequate Scope of IDFIT Investigation

The IDFIT investigation focused almost exclusively on the use of deadly force by Sergeant Lewis. However, Sergeant Lewis' uses of force earlier in the incident as well as the uses of force by the other three responding officers were necessarily relevant to a full understanding and assessment of the eventual decision to use deadly force. Each preceding

instance of tactical decision-making and force by the officers set in motion the sequence of events that eventually resulted in the tragic outcome of this incident. It is incumbent upon any effective investigation of an incident such as this to explore the rationale for the various and interrelated decisions and force deployments by each participating officer.

The IDFIT interviews had each of the officers narrate their story but did not delve into the critical decision-making and tactics each deployed. As a result, the investigation does not provide the facts necessary to better understand the origins of the incident and allow full evaluation of Sergeant Lewis' decision to use deadly force.

> RECOMMENDATION THREE: SPD should advocate that the IDFIT protocols be modified to ensure a broad scope of initial fact collection, including a full exploration of any tactical decision-making and related force options preceding the use of deadly force.

Failure to Segregate Involved Officer and Witness Officers

The investigative reports reveal that after the shooting, Sergeant Lewis and Officer Akins were transported to the hospital for treatment of their injuries. Officer Rosales rode with Sergeant Lewis to the hospital and remained with him while he was being treated for his injuries. As a result, when the IDFIT team arrived at the hospital to interview witnesses and obtain a public safety statement[6] from Sergeant Lewis, the witness officers and the involved officer had the opportunity to share accounts of the event before being formally interviewed.

Basic investigative practices require segregation of witnesses and involved officers prior to formal interviews so that recollection of events is not contaminated by exposure to others' accounts. The need for such a practice is acute in the officer-involved shooting context because of concern that involved police personnel will either intentionally or inadvertently collude by sharing accounts of the event with each other. For that reason, all progressive police agencies have policies requiring that involved and witness officers are immediately segregated and chaperoned by an uninvolved officer until a "pure" statement can be obtained from the officers. SPD apparently has no such protocols and needs to adopt them to ensure that involved personnel do not share information about the event prior to being interviewed.

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[6] A public safety statement is a rudimentary account of the event from the involved officer in order to ensure all potential exigencies have been or are being addressed. Sample issues include accounting for all rounds in both number and direction, and determining whether additional suspects might be at large.

RECOMMENDATION FOUR: SPD should develop officer-involved shooting policies to ensure that involved and witness officers are segregated from each other and chaperoned until interviews of them can be accomplished.

Inordinate Delay in Interviewing the Officer Who Used Deadly Force

Current IDFIT written protocols do not allow an interview of involved officers until at least 48 hours after the incident, unless the involved officer waives the requisite waiting period. In this case, Sergeant Lewis was not formally interviewed about his use of deadly force until five days after the incident. While there are indicia in the file of IDFIT's interest in interviewing him three days after the incident, the attorney representing him asked for a greater delay because he was out of town. This extension magnified the issue, but the current IDFIT protocol and Lane County practice is itself inconsistent with basic investigative principles of effective and objective fact collection.

It is critical for detectives conducting an officer-involved shooting investigation to learn immediately about the officers' actions, decision-making, and observations. Accordingly, obtaining a "same shift" statement is essential to any effective officer-involved shooting investigation. This is true because of the value of a "pure" statement that is contemporaneous and untainted by subsequent input. Obviously, the five-day passage of time before Sergeant Lewis was interviewed prevented the IDFIT team from obtaining a pure and contemporaneous statement. Moreover, such delays are so contrary to normal investigative protocols, these special procedures for officers involved in shootings fuel the perception among many segments of the community that police investigating police provide their colleagues with advantageous treatment not extended to members of the public.

Special rules such as these only serve to reinforce skepticism about the rigor and objectivity of such investigations. The investigative process in Lane County must provide for more timely interviews of officers involved in a shooting. Until it does so, much of the public that County law enforcement serves will quite reasonably not have confidence in its approach or outcomes.

Agencies that have imposed a 48-hour rule and have routinely delayed interviews of involved personnel have reportedly done so under the supposition that recollection is improved over time. However, objective research has debunked this notion. See, for example, "What Should Happen After an Officer-Involved Shooting? Memory Concerns in Police Reporting Procedures," Journal of Applied Research in Memory and Cognition, 5

(2016) 246–251, Rebecca Hofstein Grady, Brendon J. Butler, and Elizabeth F. Loftus. The proponents of the delayed approach are largely limited to either police associations or those who regularly defend police in officer-involved shootings. And importantly, none of them contend that a five-day delay, as occurred here, provides the best time frame for conducting such interviews to maximum effect.

We understand that as one participant in an interagency group, SPD has a voice but not the final authority in how the protocols are developed. Nonetheless, we urge SPD to exercise that voice in getting the protocols modified to align with best investigative practices. And if IDFIT insists on delaying the criminal interview for multiple days, there is no apparent prohibition to SPD's conducting an administrative interview[7] of the involved officer before the end of the officer's shift.[8] For that reason, until the IDFIT interview is modified to be consistent with best investigative standards, we recommend that SPD administratively interview officers involved in shootings prior to end of shift.

> RECOMMENDATION FIVE: SPD should work with its County partners to modify the IDFIT protocols so that same shift interviews of officers involved in deadly force incidents occur.
>
> RECOMMENDATION SIX: Until the IDFIT protocols are appropriately modified, SPD should conduct administrative interviews of involved officers prior to the end of shift.

Inconsistency in Collection of Witness Officer Accounts

The IDFIT protocols do not provide for consistency in how accounts of witness officers are collected. As a result, there is a wide variation on how those accounts are obtained, which is not consistent with best investigative practices. For example, a tape-recorded interview was conducted of Officer Akins and that interview was transcribed. Yet the interview of Officer Rosales was not tape recorded, and only a summary of this interview was prepared. As for Officer Conrad, his interview was not tape recorded, but an initial summary was prepared and provided to Officer Conrad several days later – at which time he was able to review and provide "additions," which he did. Moreover, as noted above, there was no consistency in where the witness interviews were obtained: Officer Conrad's

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[7] While the criminal investigation into an officer-involved shooting addresses the legality of an officer's use of deadly force, an agency's administrative review relates to issues of compliance with internal policy. As discussed below, it ideally also takes a holistic look at operational issues that potentially merit a broader agency response.

[8] We recognize that exceptions to the "same shift" timeline may be necessary in the (rare) case of an officer having been hospitalized and seriously injured. That was not the case here.

interview was conducted at the scene, while the interviews of Officers Akins and Rosales were conducted at the hospital.

The significance of officer-involved shooting investigations demand consistency in how and where officer witness information is collected. Witness officer statements should be obtained in an interview room at a law enforcement facility with video-taping capability. And those interviews should take advantage of those interview room capabilities so that witness officers' demonstrations of movements and positioning can be captured. Finally, all witness officer recorded statements should be transcribed and both the recording and transcription included in the investigative file.

> RECOMMENDATION SEVEN: SPD should advocate that IDFIT adopt consistent witness officer interview protocols as follows:
>
> a. Statements should be obtained in an interview room equipped with video-taping ability.
> b. Statements should be video recorded.
> c. Statements should be transcribed and both recordings and transcriptions included in the investigative file.

No Follow Up Interview of Witness Officer

The investigative file reflects that, after Officer Akins was interviewed, he reached out to the SPD member of the IDFIT team and advised that he had forgotten to tell the initial interviewer about significant parts of the event: specifically, that Kenny had repeatedly struck him as he tried to pull her from the car. While the SPD officer documented this encounter in a supplemental report, there was no subsequent interview of Officer Akins by the IDFIT team.

Standard investigative practices instruct that whenever a witness wishes to provide additional information, the investigative team should oblige and formally capture it. The IDFIT investigative team did not do so in this investigation. Training and protocols need to be devised so that such information is collected for future investigations.

> RECOMMENDATION EIGHT: SPD should advocate that IDFIT provide training and develop protocols for its members to ensure that all information volunteered about an officer-involved shooting is formally and systematically collected.

Interview of Involved Officer Not Tape Recorded

When Sergeant Lewis was eventually interviewed, his interview was contemporaneously transcribed, but no recording of the interview was made. This technique is inconsistent with best investigative practices; virtually all law enforcement investigative interviews are tape-recorded. While a transcription of an interview is vastly preferable to a summary, an actual recording captures non-verbal cues that provide important context to any interview. For that very reason, in our twenty years of reviewing officer-involved shooting investigations, we have found value in listening to the tape recording of key interviews rather than simply relying on the transcript. In short, there is no investigative justification for not making the recording, and significant argument in favor of it.

Additionally, body movements are often critical to an understanding of an officer-involved shooting incident, and such movements are often demonstrated by interview subjects when describing what occurred. Neither a transcript nor an audio recording captures such information. But video recording does and is routinely used in civil depositions for that reason. Similarly, witnesses in court hearings appear in person so that the finders of fact can evaluate those non-verbal cues.

Adopting these best practices to the officer-involved shooting investigation context ensures a more effective and complete collection of information from witnesses. For that reason, SPD should work with its regional partners on adoption of video interviews of involved officers and witnesses to officer-involved shootings.

> RECOMMENDATION NINE: SPD should advocate for developing IDFIT's protocols to require video interviews of involved officers to deadly force events.

Delayed Capture of Officer Response and Involvement

When an officer-involved shooting investigation is commenced, one of the fundamental responsibilities of investigators is to identify the involved officers as well as witness officers to the incident. Another expectation is that officers who are not directly involved in the incident but responded to the scene are asked to document their involvement in a written report. However, in this case, records indicate that responding officers did not contemporaneously document such involvement and observations. In fact, it appears that several days passed before the IDFIT team requested the preparation of such reports. And, as noted above, because no crime scene log was maintained, it was impossible for IDFIT investigators to ensure that all responding officers did provide the requested reports.

This delayed preparation of reports is another indication of the need to modify the IDFIT protocols to ensure that all law enforcement members that respond to an officer-involved shooting scene or have any involvement in the incident prepare a contemporaneous report

documenting observations and tasks. And SPD should similarly create written protocols ensuring that any personnel who respond to an officer-involved shooting prepare written reports of their activity.

> RECOMMENDATION TEN: SPD should advocate that IDFIT revise their officer-involved investigative protocols to ensure contemporaneous preparation of reports by law enforcement personnel that respond to an officer-involved shooting or are otherwise involved in collateral responsibilities relating to the investigation.

> RECOMMENDATION ELEVEN: SPD should create written protocols indicating its expectation that personnel who respond or carry out tasks relating to the officer-involved shooting investigation and who are not going to be interviewed contemporaneously document their observations and any duties.

Missed Analysis of Taser Deployment

The investigative files reveal that after the incident, the two Tasers deployed in this incident were downloaded for some basic informational data. The downloaded information revealed that one Taser was deployed four times for 5, 6, 4 and 22 seconds respectively; the other Taser was deployed three times for 5, 5, and 29 seconds respectively.[9] The extended deployments identified by the data show that the last deployment by both Tasers were for an unusually long period and not in accord with the recommended five second deployment by the manufacturer.

Besides downloading this data and including it in the investigative file, there was no further analysis of the information by either the IDFIT investigators or SPD. As part of its contractual services, the manufacturer will provide a detailed analysis of Taser uses that provides helpful information about efficacy and other aspects of the deployment. Neither IDFIT nor SPD took advantage of this service; as a result, neither the criminal nor the administrative investigation benefited from the insight that such an analysis could reveal. Both entities should have ensured that a full Taser analysis was obtained from the manufacturer.

> RECOMMENDATION TWELVE: Whenever a Taser is deployed in relation to an officer-involved shooting incident, investigative authorities should request a full analysis from the manufacturer.

[9]Significantly and unfortunately, the investigation did not match the deployment patterns to the respective officers (though it easily could have).

Deadly Force Review Issues

SPD's Failure to Conduct an Administrative Investigation

Progressive police agencies recognize that there is a need to conduct an administrative investigation in order to fully address issues of accountability. Moreover, those agencies also recognize that an internal investigation will provide additional salient facts with which to identify training and policy issues. A robust internal investigation will involve, at a minimum, interviewing witness and involved officers to inquire of tactics, force options deployed, the consideration of de-escalation, and other decision making. Such a process facilitates not only individual performance analysis but also the identification of learning opportunities and other adjustments that could enhance the handling of future critical events.

Current SPD policy allows for the Department to conduct a separate administrative investigation. In the policy, it notes that involved officers shall be treated "with sensitivity." The policy further instructs that "any in-depth interview shall take place in a non-coercive, neutral environment, removed from the scene." The policy further indicates that the "interview site shall be chosen taking the emotional and physical state of the involved officer into account." And the policy instructs that "every effort shall be made to minimize the number of interviews conducted."

With due respect for the cautions and parameters mentioned above, we advocate supplemental interviews of involved officers as a matter of course. This is primarily because the focus of a criminal review is inevitably narrower than the full range of potentially significant performance and operational issues that such an incident encompasses.

The Kenny matter is one for which such a full-fledged review was particularly warranted. The incident featured several different officers, several critical inflection points, and several uses of force preceding the fatal shots; whole swaths of decision-making was not covered by the IDFIT investigation. However, despite policy that allows for and anticipates administrative investigations, SPD chose to conduct no further inquiry whatsoever of the involved sergeant and the three other officers. The failure of SPD to conduct any administrative interviews of its personnel resulted in a serious deficiency of facts with which to evaluate the performance of each of its involved officers and improve the agency's response to future events.

> RECOMMENDATION THIRTEEN: As a matter of course in a critical incident review, SPD should conduct administrative interviews of witness and involved

> officers to gain insight regarding tactics, decision-making, and other performance issues including the role of de-escalation techniques in the response.

Other Limitations in SPD's Administrative Review Process

Overview

Currently, SPD's Review of Deadly Force provides for the convening of a Use of Force Review Board after deadly force incidents. In accord with this policy, and less than a month after the incident, Chief Lewis prepared a memo instructing a lieutenant to chair a use of force board to determine findings of fact as to the circumstances surrounding the incident involving Sergeant Lewis.[10] The memorandum advises:

> The board shall consider the reasonableness of all the officers' actions regarding the entire event from the initial contact to the conclusion of the incident.

The memo indicates that the board will also include SPD's use of force instructor, firearms instructor, and an officer selected by Sergeant Lewis. The memo instructs the board to make a written recommendation to the Chief and a final conclusion as to whether the use of force was within policy, plus any training recommendations deemed appropriate.

Approximately six weeks later, the board was convened. In a memo reporting the results of the board meeting, it noted that the board had unanimously found that the actions of Sergeant Lewis was found to be consistent with SPD's use of deadly force policy.

The memo also indicated that the board had identified training issues to be addressed with staff and to be forwarded to defensive tactics and firearms instructors. The memo listed the following training issues discussed by the board:

- Walking between patrol car and suspect car.
- Entering a suspect vehicle in an attempt to push a subject out.
- Having patrol car parked in front of suspect vehicle.
- Tools to use to cut seatbelts for removal of the suspect.
- Making sure all past mental health issues are entered into the law enforcement data bases.
- If the Taser deployment does not work what other use of force options are available.

Following the use of force review board's memorandum, Chief Lewis authored a memorandum to Sergeant Lewis indicating that he had found Sergeant Lewis' use of deadly force appropriate and justified per SPD policy.

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[10] Chief Lewis and Sergeant Lewis are not related.

Use of Force Review Board Should Not Include Officer Advocate

Current policy provides for the involved officer to select an SPD representative to serve on the board as an apparent advocate for him or her. This protocol raises several concerns, most of which arise from the opportunity of this representative to vote on the outcome of the review as well as participate on the officer's behalf.

The officer being reviewed presumably chooses a person who will advocate for his or her interests in the discussion. Structural problems arise when that representative is also allowed to serve as one of the formal decision-makers – a role requiring an objectivity that advocacy precludes by its very nature. This clash of responsibilities has the potential to undermine fairness as well as public perceptions of the legitimacy of the process.

> RECOMMENDATION FOURTEEN: SPD should modify its review policy to eliminate the ability of the involved officer to select a department member for the Use of Force Review Board.

Lack of Sufficient Documentation of Review Board Meeting

The Review Board memo was a little over a page in length and provided no insight whatsoever into the analysis that caused the board to conclude that Sergeant Lewis' use of deadly force comported with SPD policy. No facts are cited in support of that conclusion, and the ten factors that SPD policy requires a body to consider in determining the reasonableness of any use of force are neither identified nor discussed. In short, the board's conclusion is not supported by facts or analysis and is accordingly not helpful in explaining – or justifying –the decision that was reached.

As significantly, while six training issues were identified, there again was no discussion on why the issues were identified and the type of training anticipated that would appropriately address these issues. Other than the listing of the issues, there was no discussion on how the issues impacted the incident and how training would improve future responses.

In sum, the Use of Force Review Board memorandum provided no real insight for the Chief of Police into why the board came to its conclusion on the propriety of deadly force and what issues concerned the board so that six items were identified as training issues. More guidance and greater expectations should be set out in writing with regard to documentation of Review Board deliberations.

RECOMMENDATION FIFTEEN: (A) SPD should set out in writing minimal expectations for documentation of its Use of Force Review Board deliberations, including requirements that each use of force event go beyond the mere question of the appropriateness of the force and considered in terms of:

- Tactical and other decision-making
- Policy
- Supervision
- Training
- Equipment

(B) SPD should require that the facts and analysis for any decision be set out in writing, and that any recommendations that are identified clearly describe the concerns that prompted them.

Review Board's Failure to Address Specific Questions Requested by Chief of Police

As noted above, in the Chief's memo to the designated Review Board Chair, the board was to consider the reasonableness of all the officers' actions regarding the entire event, from the initial contact to the conclusion of the incident. However, a review of the subsequently produced memo demonstrates that the board only considered the reasonableness of Sergeant Lewis' actions –and these only as to his use of deadly force. The memo includes absolutely no reference to the uses of force and tactical decision-making of the other three involved officers. The memo includes absolutely no reference to the initial contact made by Officer Akins. And the memo includes absolutely no reference to the prior uses of force and decision-making by Sergeant Lewis in the lead up to the use of deadly force.

Even though the Board fell far short on what it was directed to do by its Chief of Police, when the Chief received the Board memo, he accepted it rather than send it back for fulfillment of his instructions. As a result, the Chief's assignment was not followed and the important internal analysis and insight that the Chief apparently initially requested and anticipated did not happen.

RECOMMENDATION SIXTEEN: In a deadly force event, the Use of Force Review Board should be tasked with reviewing all decision-making and uses of force from the inception of the incident and consider the performance of all involved officers, and any shortcomings or gaps in the analysis should be rectified through executive direction.

Lack of a Mechanism for Implementation and Follow Through

As noted above, six items were identified as training issues but with little guidance on what training regimen would appropriately address those issues. And the litigation

revealed that no systemic after action had actually been developed to address the identified issues. Rather, the identified training issues were allowed simply to evanesce into the ether.

It is also apparent that SPD's current deadly force review process has no ability to ensure implementation and follow through of any recommendations advanced by the use of force review. The Review Board process provides no structure for developing an "action plan" with regard to training issues and assigning the development of a training curriculum designed to address the identified issues. There is also no mechanism for ensuring that any assignments – and their subsequent fulfillment – are reported back to the leadership of the organization. Simply put, there is no formal mechanism under current protocols to ensure implementation for even the most worthwhile of ideas.

Without subsequent action, the most insightful identification of issues and potential solutions is of no lasting benefit to a law enforcement organization. Someone must chart a path forward and ensure that the talk results in improvement. Unless there is a mechanism for ensuring that constructive suggestions are turned into action, those ideas are destined to die on the vine.

Accordingly, we recommend that SPD's General Orders be modified as follows:

> Upon the conclusion of the Review Board meeting, and conditional on their approval by the Chief, the Chair will designate to a specified attendee the responsibility of implementing any recommended actions or identified training needs, along with a time certain for completion of the task.
>
> The Chair (or a designee with command authority) will be personally responsible to ensure that the assigned measures are completed in both an effective and a timely manner.
>
> RECOMMENDATION SEVENTEEN: SPD should devise protocols to ensure that any accepted recommendations or identified training issues emerging from the Use of Force Review Board (and endorsed by the Chief) are implemented by:
>
> - Assigning the responsibility of implementation or development of training domains to specific SPD personnel.
> - Delegating to an SPD command staff member the responsibility of ensuring effective and timely implementation.

Providing Feedback to Involved Personnel

In addition to developing training to identify issues identified that could improve a law enforcement agency's response to future similar challenges, it is also critical that involved personnel receive the insight of the Review Board's assessment of the case through targeted debriefing. However, the litigation revealed that in this case, none of the involved officers, including Sergeant Lewis, received any formal feedback regarding their performance. It is true that, as detailed above, the board's narrowly scoped analysis would have limited the value of such a step. However, a fact-specific debrief with each involved officer could at least have pursued the identified training issues in an individualized way. But even this potential learning opportunity did not occur.

There is significant value to a process of providing information to involved personnel regarding specific issues considered and addressed by the SPD Use of Force Review Board. To effectuate this important feedback loop, we suggest that one Board member be assigned to provide an objective, unvarnished debriefing to involved personnel at the end of the process. In that same forum, the involved individuals could share their own perspective on the investigative and review process, as well as suggestions for improved future performance and readiness.

In order to remedy these deficiencies in SPD's current General Order, we recommend consideration of the following additional language:

> The Chair will also designate to a specified attendee the responsibility of meeting with involved members and providing both a complete debriefing of issues raised during the Review Board process and an opportunity for members to provide their insights and perspectives.
>
> The Chair (or designee with command authority) will be personally responsible for ensuring that this step occurs in a timely manner.
>
> RECOMMENDATION EIGHTEEN: SPD should incorporate a debriefing phase into its Use of Force Review Board process that would provide involved officers with a forum for hearing the board's findings and analysis as well as an opportunity for the officer to share his or her own perspective.

Further Gaps in SPD Analysis

Use of Force Board's Failure to Consider Officer Akins' Failure to Access Kenny's Prior Mental Health Information

As noted above, several months prior to the officer-involved shooting, Kenny's family members had reached out to meet with an SPD officer to advise the Department of their son's mental illness and its potential implications. To that officer's credit, he entered the information into SPD's record management system.

As the investigation and subsequent litigation revealed, Officer Akins (the initial responding officer) claimed to have no inkling that he was dealing with a mentally ill person, yet he described some of Kenny's initial actions as "weird." Had Officer Akins taken the time to do so, he could have requested access to any prior contact history regarding Kenny – at which point the earlier information provided by the parents could potentially have been provided. Accessing that information would have provided Officer Akins a much fuller understanding of who he was dealing with and suggested the need for a tailored approach. Instead, Akins opted to engage by smashing out the driver's side window once Sergeant Lewis arrived on scene.

A fuller internal review could have explored the issue of officer access to information such as that which recently had been entered about Kenny's condition. If a request would have readily produced applicable information, SPD should have considered whether Akins' initial observations should have prompted him to make such an inquiry. Conversely, if a request from the field would *not* have easily yielded the information, SPD could have considered ways in which such information was more readily available to its officers. Yet SPD chose not to consider this issue at all during its internal review process, forfeiting the ability to refine protocols and expectations for the sake of future encounters.[11]

> RECOMMENDATION NINETEEN: In relevant cases, SPD's Use of Force Review Board should expressly consider whether the officer met agency expectations for accessing available background information about subjects and

[11] Curiously and as noted above, a "training issue" identified by the Use of Force Review Board was to make sure that all past mental health issues are entered into the law enforcement data bases. However, this training issue seemingly missed the point; the information is that the past mental health information provided by Kenny's family *was* entered into SPD's report management system. The larger issue that was not addressed by the Review Board was how accessible that information was and whether Officer Akins could have and should have taken the time to seek access to it.

should identify and remedy any systemic impediments to access of such information.

Failure to Fully Consider Issues With 911 Call Center

During the litigation, it was learned that SPD had raised issues with the regional 911 service and the repeated failures to transfer SPD calls that involved SPD. Specifically cited as one of the examples of this problem was the Kenny officer-involved shooting, in which 911 received the call from Kenny and did not transfer it to SPD. While an email communication was sent expressing concern about this apparently structural and reoccurring problem, there is no further evidence that the systemic issue was fully addressed.

And while this issue was identified prior to SPD's internal review process, it was not apparently raised or considered by the Use of Force Review Board. Because of that omission, the board did not consider the implications of the failure to transfer the call and whether a timely transfer would have provided improved opportunities for the field officers to learn about Kenny's 911 call for help. And the use of force review team could have potentially devised a more structural "fix" to the failure to transfer calls that went beyond a mere memo expressing exasperation about the issue – which was the apparent sum and substance of the actual SPD response.

> RECOMMENDATION TWENTY: SPD's Use of Force Review Board should consider any potential dispatch issues as part of any officer-involved shooting review and address any systemic issues identified.

Failure to Consider Force in Terms of De-Escalation

In evaluating any use of force, police agencies are increasingly considering whether officers deployed de-escalation techniques. Officer are taught to consider techniques such as time, distance, reasoning, and talking with individuals in order to achieve voluntary compliance. When force is deployed, officers are asked, and supervisors are tasked with considering, whether (or why not) de-escalation options were considered or used prior to the force occurring.

In this case, there is no evidence that the responding officers considered de-escalation techniques; instead, each responding officer immediately resorted to force. At the outset of the third and final encounter, Officer Akins made no effort to speak with Kenny or advise her what to do. As noted above, after Officer Akins approached Kenny's vehicle, he immediately began to break out the driver's side window, directed Sergeant Lewis to do the same on the passenger side, and *then* ordered Kenny to show him her hands and exit the vehicle. After Officer Akins successfully broke the window, he grabbed Kenny by the hair and attempted to pull her out of the window. When that proved unsuccessful – likely

in part because Kenny remained seat belted – Officer Akins then repeatedly punched Kenny in the head.

After Sergeant Lewis entered the passenger side of the car, his first action was to repeatedly punch Kenny in the head. And when Officer Rosales joined the fray, his own first response was to grab Kenny's hair and punch her repeatedly in the head. Finally, when Officer Conrad arrived, his first response was also to grab Kenny, resulting in pulling a sweatshirt off of her, He then deployed his Taser, and was joined in doing so by Officer Akins.

Officer Akins decision to immediately break the windows of the car left Kenny no time to ascertain what the officer wanted her to do and was in fact presumably agitating in a way that actually *countered* principles of de-escalation. And the near immediate severity, variety and intensity of force delivered to Kenny provided her little time to comply with officer commands. Moreover, after the officers finally recognized the futility of trying to pull a belted individual through a broken car window, there were no concerted efforts to put a pause on the physical aggression so that the belt could be unbuckled or cut away.[12]

A more disciplined approach by officers deploying de-escalation techniques could have resulted in a vastly different outcome. Had responding officers taken the time to do so, they may have ascertained the mental illness issues previously reported by the family and factored them into their approach. Had responding officers approached the vehicle more deliberately, they would have learned that Kenny was on the phone with a 911 dispatcher. With that knowledge, officers could have formulated a plan that took advantage of the communication initiated by Kenny to achieve compliance. And had the officers made an effort to reason with Kenny instead of overpowering her, they might have achieved their objectives without the need to resort to any force.

Despite SPD officers being trained on de-escalation techniques, SPD's use of force board apparently did not consider the incident in terms of whether responding officers could have and should have deployed such strategies in dealing with Kenny. As a result, there was no assessment of whether responding officers performed consistent with Departmental expectations regarding use of such alternative strategies, or whether such deployment could have altered this tragic outcome. As a result, a potential accountability and learning tool with regard to these issues was forfeited by SPD.

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[12] While the litigation revealed that Sergeant Lewis had a knife that could have been used to cut away the seat belt, and while he was instructed by officers to do so, he did not use the knife in that way. Instead, he deployed the butt of the knife to strike Kenny in the head.

RECOMMENDATION TWENTY-ONE: SPD should develop policy requiring its officers to deploy de-escalation techniques prior to resorting to force when feasible.

RECOMMENDATION TWENTY-TWO: SPD should develop policy requiring its Use of Force Review Board to consider as part of its review whether involved officers followed its de-escalation training and policy.

No Analysis Regarding Use of "Focus" Blows

The involved officers who repeatedly punched Kenny in the head prior to the use of deadly force referred to their use of force as "focus" blows. Also sometimes referred to as "distraction strikes," hitting the subject in this manner has the purported aim of distracting the individual so that officers can then effectively grab arms and successfully bring the individual into custody. However, no involved officer articulated the goal of the focus blows in this way; rather, one officer indicated that one potential outcome of the punches to the head would be to render Kenny unconscious.

Police agencies have recognized the repeated, closed-fist punching of the head of a subject as presenting a significant danger of injury to both subject and officer alike. As a result, they are increasingly prohibiting its use or at least restricting it to strikes to the torso or less sensitive areas of the body. Moreover, to minimize any injury to both officers and subjects, officers are trained to use open palm strikes instead of closed fists. Finally, as with any option, if repeated use of the force option is not achieving the desired result, officers are instructed to stop – as opposed to the roughly 7-13 blows to the head that Officer Akins acknowledged delivering.

The Use of Force Board did not consider whether the "focus blow" force option used by three of the four involved officers was effective, advisable, or worthy of reconsideration. It should have. The board could have and should have recognized that the force option did not achieve the desired outcome in this case, and instead made it more likely that Kenny would take action to flee the continued pummeling of her face and head. The board could and should have recognized that the option caused a fracture of Officer Akins's hand, and that Akins had similarly been injured when he repeatedly punched another subject in the head in a prior incident.[13] And the board could and should have either banned or restricted the use of focus blows to be more in concert with progressive principles of use of force for the safety of subject and officer alike.

[13] Even Officer Akins himself apparently recognized this fact; in a City of Springfield form prepared for apparent worker's compensation issues, he acknowledged that open palm strikes would reduce injuries to the hands of officers.

RECOMMENDATION TWENTY-THREE: In evaluating a deadly force incident, the board should consider and analyze the efficacy and appropriateness of all uses of force within the incident.

RECOMMENDATION TWENTY-FOUR: SPD should consider whether to eliminate the use of "focus blows" as a force option or at least restrict their use as follows:

a. Prohibit focus blow strikes to the head
b. Require focus blows to be delivered with palm strikes
c. Require focus blows to be restricted to no more than three strikes

No Analysis Regarding Sergeant Lewis' Decision-Making

While, as detailed above, in identifying "training issues", the SPD Use of Force Board made an oblique reference to Sergeant Lewis' ill-advised decisions to park his vehicle whereby Kenny still had a viable escape route, to run between cars in his approach to Kenny, and to enter the passenger side of the vehicle, the Board did not tie the identification of these issues in any meaningful way to Sergeant Lewis. As a result, these and other problematic decisions by Sergeant Lewis failed to receive the attention they were due:

Deferring to Officer Akins regarding tactical approach of Kenny's vehicle: As noted above, Sergeant Lewis arrived as Officer Akins began to approach Kenny's vehicle. Immediately, Officer Akins instructed Sergeant Lewis to break out the passenger's side window, escalating the approach in a way that eventually led to the tragic use of deadly force. It is unusual and curious that a supervisor would defer to the tactics set out by a subordinate officer rather than assume a command presence regarding the best way to respond to the situation. Moreover, a supervisor would be expected to want to learn more about the situation before rushing to perform a task dictated by his subordinate officer that would certainly escalate the encounter. Yet Sergeant Lewis did precisely as he was told to by Officer Akins and never exhibited supervisory control over the event. The Use of Force Board failed to consider these supervisory lapses.

Sergeant Lewis' decision to immediately use force on Kenny: Sergeant Lewis reported that his first decision upon entering the vehicle was to strike Kenny repeatedly in the head. Because Sergeant Lewis was not asked, it is unclear why he did not precede the use of force with instructions to Kenny or otherwise try to de-escalate the situation. And it is also unclear what observations by Sergeant Lewis even justified the blows he delivered to Kenny's head.

Sergeant Lewis' failure to consider de-escalation techniques or deploy any learning resulting from his designation as SPD's crisis intervention team coordinator. At the time

of the incident, Sergeant Lewis was responsible for the Department's crisis intervention training and the crisis intervention team coordinator. Yet at no time in the incident did Sergeant Lewis deploy any de-escalation techniques until the very end of the situation when he said he pleaded with Kenny to stop the car. And this plea came only after Sergeant Lewis had smashed the window of Kenny's car, struck Kenny repeatedly in the head, struck Kenny in the head with the butt of a knife, and tried to wrest the steering wheel from her and was subsequently followed by gun shots to Kenny's torso and head. The Use of Force Board failed to consider Lewis' total failure to use the techniques he had been specially designated to promote within the Department.

Sergeant Lewis' decision not to attempt to unbuckle Kenny from her seat belt: Sergeant Lewis reported that he heard from other responding officers that they were having difficulty extracting Kenny because she was still buckled in with her seat belt. Sergeant Lewis further reported hearing the request to cut the seat belt. While Sergeant Lewis was carrying a tool he could have used to cut the seat belt, he chose not to do so. As noted above, the Use of Force Board mentioned the seat cutter device as a "training issue", but did not engage in any analysis regarding why the Sergeant failed to assist in releasing Kenny from her seat belt.

Sergeant Lewis' decision to again strike and shoot Kenny as the car moves forward: As detailed above, Sergeant Lewis said that as he observed the car moved forward, he punched Kenny two more times to the face. This was not an action that promoted the safe operation of the motor vehicle; if anything, it increased the likelihood that Kenny would lose control of the car. Sergeant Lewis then said he struck Kenny with the butt end of a knife, again based on the unlikely premise and a seemingly irrational notion that disabling the driver would decrease the peril faced by both as the car moved forward. Sergeant Lewis said he then tried to grab the steering wheel, again a decision that, if successful, would likely have increased the likelihood of lost control of the car.

Sergeant Lewis said that it was at that point that he pleaded with Kenny to stop the car. Unfortunately, Sergeant Lewis seemed to have adopted a strategy to use de-escalation options only *after* force options had proven ineffective, in an upside-down approach to what he had been taught as the Departmental expert in crisis intervention. Finally, Sergeant Lewis decided to shoot Kenny, with the seeming idea that a car being driven by a fatally disabled operator is somehow safer than a car being driven by an individual not so incapacitated. And Sergeant Lewis' use of deadly force on Kenny ended up not placing him in any better situation and likely resulted in him being worse off; fatally disabling the operator, causing the car to go completely out of control, and resulting in a horrific crash that resulted in his own injuries.

Because Sergeant Lewis was not asked about any of these decisions, little was ascertained about his rationale for the choices he made. Moreover, the Use of Force Board apparently

did nothing to independently evaluate these questionable decisions and consider whether other options existed that could have prevented this tragic result.

> RECOMMENDATION TWENTY-FIVE: When a supervisor is involved in a deadly force incident, SPD should evaluate whether the supervisor's performance is in line with Departmental expectations for a supervisor on scene.

> RECOMMENDATION TWENTY-SIX: In evaluating the use of deadly force, SPD should consider whether its use would effectively eliminate any threat presented as well at its own potential to increase the threat to officers and the public.

Insufficient Explication of Responding Officers' Tactical Deficiencies

As noted above, the Review Board identified as a training issue the notion of entering a suspect vehicle in an attempt to push a subject out. While quite cryptic, the apparent message is that such a technique is disfavored. There is no question that the idea of an officer even reaching into an occupied vehicle creates serious safety issues should the car move forward. For an officer to completely enter a vehicle creates the specter of precisely what occurred in this case: the driver travels forward, placing the unbelted officer in peril. And this is not an unprecedented occurrence; we are aware of at least two other incidents where an officer reached in or inserted himself in a vehicle, precipitating responsive deadly force when the driver moved forward. Considering the potential officer safety issues involved and the likelihood of an ensuing deadly force incident, mere training is insufficient to address this issue. Rather, specific policy should be devised that prohibits officers from reaching into or entering a vehicle unless there is certainty that the driver cannot readily proceed forward.

The Review Board entirely failed to consider the efficacy of the officers' attempt to pull Kenny through a broken window in order to extract her from the car. Considering the physics of such a maneuver, even a cooperative individual would have difficulty being extracted in the fashion that the officers tried in this case. SPD should devise policy and training specifically disapproving of this technique for extractions.

> RECOMMENDATION TWENTY-SEVEN: SPD should devise policy and training instructing officers not to reach into or enter a civilian vehicle unless there is certainty that the operator cannot move the vehicle forward.

> RECOMMENDATION TWENTY-EIGHT: SPD should devise policy and training addressing the inadvisability of trying to extract an individual through a vehicular window.

Failure to Identify Issues Relating to Taser Use

As noted above, neither IDFIT nor SPD requested a full workup of the Taser data by the manufacturer. Moreover, while there was a training note about considering other force options if a Taser deployment does not effectively neutralize a subject, the board did not consider the actual deployment of the Taser by Officers Conrad and Akins and whether their use met departmental expectations.

As noted above, while the board was asked by the Chief to evaluate the uses of force by all involved individuals, the board made no such explicit evaluation with regard to the use of the Tasers. First, there was no assessment whether the use of the Taser was the appropriate force option, considering the attendant circumstances. Moreover, as noted above, the evidence suggests that the officers deployed their Model X26 Tasers[14] on Kenny simultaneously. And, perhaps most significantly, the extended deployment of 22 and 29 seconds is not consistent with manufacturer recommendations or medical studies on the dangers of extended or multiple Taser uses.

Perhaps the most definitive compendium of research on Taser use was undertaken by the National Institute of Justice in 2011: Study of Deaths Following Electro Muscular Disruption: https://www.ojp.gov/pdffiles1/nij/233432.pdf. In that abstract, the panel reviewed the available research and found that as a result of the increased risk of death, "multiple or prolonged activations of [Tasers] as a means to accomplish subdual should be minimized or avoided." Id. at p 26. As a result, police agencies have devised policy to limit deployment duration to five-second intervals, limited Taser use to three activations, and have advised against simultaneous Taser uses by multiple officers. In this incident, there were a total of seven activations, two activations went longer than 20 seconds, and two Tasers were reportedly simultaneously deployed on Kenny. While SPD's current Taser policy has no such limiting language, the review of this incident could have (and should have) resulted in a revision of policy to ensure safer Taser deployments.

> RECOMMENDATION TWENTY-NINE: Whenever the use of a Taser accompanies a deadly force event, SPD Use of Force Review Board should consider the propriety of its use and whether deployment met Departmental expectations.
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> RECOMMENDATION THIRTY: SPD should revise its Taser policy to limit deployment to three cycles, prohibit activations longer than five seconds, and prohibit simultaneous Taser activations by multiple officers.

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[14] The Model X26 Taser was the most powerful device ever sold by the manufacturer. In 2014, the manufacturer stopped selling the device, replacing it with a model marketed as safer than the X26.

Additional Issues/Concerns

No Formal Tracking of Force by Individual Officer

The litigation revealed that while aggregate use of force data is compiled and sent regularly to the Chief of Police, that data is not broken down by officer, and there is no formal analysis or identification of officers who are outliers in their frequent use of force. While, to the credit of the Department, the litigation did discover one officer who was identified by SPD as having problematic uses of force (resulting in monitoring of that officer through a body-worn camera), there is no systemic review of force used by all SPD officers. Smaller agencies such as SPD should not have as pressing a need for more formal early identification systems, but the Chief and his command staff should at least be provided with regular use of force reports broken down by individual officers. With such data, inordinate use of force by a particular officer can be more readily identified and remediated.

> RECOMMENDATION THIRTY-ONE: SPD should create a written directive assigning the task of analyzing uses of force by officer, identifying any outlier officers in using force, and providing the analysis to the Chief and command staff.

District Attorney Press Conference with Springfield Chief of Police

The District Attorney held a press conference to announce her opinion that she found no criminality with regard to Sergeant Lewis' use of deadly force. SPD's Chief of Police was at the District Attorney's side when she announced her decision. The optics of the Chief of Police at the table of the District Attorney when she closed the case significantly undercut any belief that the investigation and review was independent. It also causes one to wonder whether the Chief would have been invited to sit with the District Attorney had the decision been made to file charges against the officer.

If an investigation of an officer-involved shooting is intended to convey the message that it was a truly independent process with an interagency investigative team and an independent prosecutive authority, there is no reason for the Chief of the agency to which the involved officer is employed to be sitting at the presentation table. Better that the head of the interagency investigative team be invited to sit at the table to provide a better demonstration of independence. Moreover, to the degree that questions are asked about the investigation, that individual should be more knowledgeable to field such questions than the Chief of the involved officer's agency, who is presumably insulated from the investigation.

RECOMMENDATION THIRTY-TWO: In the context of its own officer-involved shooting matters, SPD should refrain from sitting at the table of any press event announcing the results of a District Attorney review.

SPD Offered No Condolences to Kenny's Surviving Family

The parents' loss of a loved one as a result of a police-initiated shooting is devastating. Progressive leaders of police agencies recognize this and are increasingly offering expressions of sympathy, both private and public, to surviving family members for their loss. In this case, the Chief of SPD did not reach out to the family in any way to express condolences.

The explanation suggested during the litigation process for this failure to extend sympathies was that the family had retained an attorney and was determined to sue the City. The specter of litigation is a poor excuse for not reaching out in an expression of human empathy. And to express regret for the loss of a family member does not equate to an acknowledgement of fault or liability.

The Chief of SPD should reconsider his approach in future officer-involved shooting circumstances.

RECOMMENDATION THIRTY-THREE: In the immediate aftermath of a fatal officer-involved shooting, the Chief of Police should reach out to surviving family members and offer condolences for the loss.

Conclusion

The police-involved death of a person in crisis, as the consequence of events that also endangered and injured officers themselves, is inherently a matter of significant public interest. Along with our feelings of sympathy and concern there are questions: what happened, could it realistically have been avoided, will people be accountable, and what changes will occur as a result of the tragedy?

The death of Stacy W. Kenny implicates all of these responses. The family's struggle to contend with Kenny's mental health issues – as manifested in its outreach to the Springfield Police Department months prior to the incident – surely has resonance for countless families who fear for the well-being of troubled relatives. Law enforcement's role in this dynamic is itself the subject of tremendous scrutiny and reconsideration.

All of this is to say that a legitimate, meaningful investigative and review process is never more crucial than in the aftermath of such an event. The use of deadly force is rightly

scrutinized for its legal justifications – a process that occurred here, if imperfectly in ways that this report discusses above. However, given the applicable legal standards and the latitude that the system gives to officers when they reasonably perceive a threat to themselves or others, it is very unusual for officers to face prosecution. An actual conviction is even more rare.

Because of this, and the "bottom line," either/or nature of the criminal process, the more comprehensive evaluations of critical incidents such as Kenny's death can – and must – occur administratively. The most effective law enforcement agencies, therefore, are those that recognize that such events demand the most rigorous levels of review.

There are two components to this – both equally important. One relates to accountability: a clear-eyed determination as to whether and how involved officers met the standards of the agency in terms of policy, tactics, training, and other performance variables. Agencies should not be reticent in the appropriate instances when officer conduct is egregious enough to warrant separation from the agency. And measures should be deployed to correct individual deficiencies and to reinforce the agency's standards and expectations. While formal discipline is one vehicle for this, training, counseling, or other remedial measures also exist to address substandard performance.

The second component to robust internal review is systemic. It involves a holistic examination of every aspect of the agency's response in order to look for strengths that it wishes to highlight and shortcomings that it wishes to improve upon. The potential benefits of such a process for enhancing department-wide future performance are what makes this exercise so worthwhile.

There are traditional obstacles to this in some law enforcement cultures. They include a reluctance to second-guess and an inclination to support officers who have been involved in deadly force incidents. But many progressive police organizations have moved beyond this paradigm. They have come to see the importance of the process as outweighing those other considerations. And they have framed it as a constructive reckoning with the very real challenges of modern policing.

OIR Group appreciates the opportunity to contribute to that dynamic in Springfield through this report. Our hope is that is provides the family of Stacy Kenny with some consolation in the form of a careful evaluation and answers to some of the lingering questions it may have. We also hope though, that it will be embraced by the Police Department as an opportunity to revisit some of its own protocols and improve upon them in the future. If public and officer safety is strengthened in Springfield as a result, then the family's interest in this review will have been validated in the best of ways.

AGENDA ITEM SUMMARY		
	Meeting Date:	4/19/2021
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Neil Obringer/Finance
	Staff Phone No:	541-736-1032
	Estimated Time:	10 Minutes
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Provide Financially Responsible and Innovative Government Services

ITEM TITLE:

BUDGET COMMITTEE APPOINTMENTS

ACTION REQUESTED:

Appoint Darlene Raisch (Ward 3) and Steven Schmunk (Ward 4) to the Budget Committee with terms expiring December 31, 2023.

ISSUE STATEMENT:

Applicants are being sought to represent Wards 3 and 4 on the City's Budget Committee due to vacancies resulting from a former Committee member being elected to the City Council and the other member completing two consecutive terms. Both applicants would be appointed to a three year term to expire December 31, 2023.

ATTACHMENTS:

Attachment 1 – Ward 3 Darlene Raisch Application
Attachment 2 – Ward 4 Steven Schmunk Application

DISCUSSION/ FINANCIAL IMPACT:

On April 12th, the City Council interviewed five applicants for the Budget Committee vacancies in Wards 3 and 4. After discussion, the Council asked that Darlene Raisch's name be brought back to Council in regular session for formal appointment to the Ward 3 vacancy and that Steven Schmunk's name be brought back for formal appointment to the Ward 4 vacancy. Steven Schmunk is a resident of Ward 6 and though the Budget Committee Charge describes appointments by Ward, this is not a requirement of State Law and the Council may choose to appoint any individual from the list of applicants interviewed on April 12th.

The City's charge for the Budget Committee states as a qualifier that the Committee shall consist of 6 members from the Council and 6 citizens by Ward (Citizen members may not be officers, agents or employees of the City, per ORS 294.336(4).

Received 02/15/2021
10:56 p.m. RFG

SPRINGFIELD OREGON

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.**

Board / Commission / Committee applying for:

Budget Committee - City

(A separate application must be completed for each board / commission / committee)

Name: Darlene R Raish
First Middle Initial Last

Home addr [redacted] Springfield 97477
Street City Zip

Mailing address: [redacted] Springfield 97477
Street City Zip

Day Ph [redacted] Evening ph [redacted]

Email Address: [redacted]

Preferred Form of Contact: Day Phone

Do you live within the Springfield city limits? ☑ Yes ☐ No

If yes, how long? 12 1/2 years

If no, do you live inside Springfield's Urban Growth Boundary? ☐ Yes ☐ No

Ward number (City residents only): 3

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

Occupation: Retired Place of employment/School:

Business address:

Education: Thurston Senior High and Oregon State University Bachelor of Science, Div. Health, Physical Ed & Recreation

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 ☐ 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?
   Maintained fiscal oversight of a small recreation department. Responsible for an annual budget in excess of $2M. Approved and consolidated annual operating budgets from activitiy managers. Reviewed monthly financial statements for accuracy. Monitored budget execution of subordinate managers taking corrective action when necessary. Implemented the new Navy-wide SAP accounting program. Trained managers on how to track income, purchaes, vendors and budget execution. Served on Willamalane Park & Recreation Budget Committee 2015-2019.
2. What specific contribution do you hope to make?
   I believe I have knowledge of the budgeting process and could be a liaison between the city and the residents of Ward 3. Since I am retired, I have the time to invest in furthering the goals and work of the Budget Committee. I am dedicated to maintaining the quality of life in Springfield and working with other concerned citizens.
3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not necessarily disqualify you from consideration.)
   Serve as treasurer for local chapter and state National Association of Active & Retired Federal Employees (NARFE). Secretary and past president of Rubicon Society.
4. What community topics concern you that relate to this board / commission / committee? Why do you want to become a member?
   I am concerned that the City is being fiscally responsible to its citizens in how it manages its resources. I would like to be involved in the review process and offer concerns in the formation and execution of the City's budget. I would like to help prioritize projects to be funded.
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 https://www.springfield-or.gov/city/newsroom/. 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: Dordene R. Raish Date: 15 Feb 2021

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

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Received 10/23/2020 2:36 p.m. RFG

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

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

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- **When possible, the Council will appoint people to serve on one City board, commission or committee only.**

Board / Commission / Committee applying for:

Budget Committee - City

(A separate application must be completed for each board / commission / committee)

Name: Steven P Schmunk
First Middle Initial Last

Home address: [redacted] Springfield 97478
Street City Zip

Mailing address: Same
Street City Zip

Day Phone: [redacted] Evening phone: [redacted]

Email Address: [redacted]

Preferred Form of Contact: Day Phone

Do you live within the Springfield city limits? ☑ Yes ☐ No ⇨ If yes, how long? 38 years
If no, do you live inside Springfield's Urban Growth Boundary? ☐ Yes ☐ No

Ward number (City residents only): 6

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

Occupation: Retired Place of employment/School: Retired from SecureCom, Inc. A low v

Retired from SecureCom, Inc. A low voltage electrical contractor and alarm monitoring company.

Business address: 1940 Don Street, Suite 100, Springfield 97477

Education: BS University of Oregon

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 ☐ 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

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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?

   Owned and managed businesses in Springfield for over 50 years. My businesses had from 30 to 60 employees. Annual revenue up to $10 Million. I am familiar with government accounting vs business accounting. Business as in government has to make strategic decisions. I have experience in the process of setting goals and working to achieve those goals while adjusting to challenges and road blocks to achieving intended goal.

2. What specific contribution do you hope to make?

   Bring a different perspective to city challenges. Help me understand city operations so I can help inform my family/friends/neighbors.

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

   Served on Springfield School District budget committee 2011-1015.

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

   1) Concerned with the city's ability to help vulnerable citizens while balancing the need for taxation and regulation.

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 https://www.springfield-or.gov/city/newsroom/. 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: Steven Schmunk Digitally signed by Steven Schmunk Date: 2020.10.23 14:30:49 -07'00' Date: 10/23/20

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

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