Link to view meeting virtually youtube.com/@cityofcreswell1909

CRESWELL CITY COUNCIL
WORK SESSION AGENDA

SEPTEMBER 28, 2026
Creswell City Hall - McCluskey Chambers
13 South 1st Street
6:00 P.M.

Mayor Nicholas Smith Presiding
City Councilors:
Alonzo Costilla, Alan Dukes, Clark Kent
Mark Kremer, Joan Morris

Please silence your cell phones as a courtesy to everyone

Open Meeting

Pledge of Allegiance

1. Committee Reports

- **A. Public Safety Committee**
- **B. LaneAct (Lane Area Commission on Transportation)**

2. Discussion Items

- **A. Adult Business allowance in Creswell Development Code (CDC) – Planning Director Shawn Burgettt**
- **B. Fees for City Services – Finance Director Jim Piper**
- **C. Regional Wastewater Connection Update – City Manager Vincent Martorello**
- **D. Monthly Tie Down Program - City Manager Vincent Martorello**

3. Adjournment

The meeting location is wheelchair accessible. Anyone needing special accommodations (hearing impaired, language translation, large print, etc.) please make your request to Caitlin Born at least 2 Business Days prior to the meeting at 541- 895-2531. Creswell is an Equal Opportunity provider and employer and complies with Section 504 of the Rehabilitation Act of 1973. Questions about this agenda from the hearing impaired can use TTY and call at 1-800-735-2900; Spanish TTY at 1-800-735-3896.

Committee Reports
Agenda Item No. 1

Discussion Items
Agenda Item No. 2

MEMO

To: Vincent Martorello, City Manager
From: Shawn Burgett, Planning Director
CC: Mayor and City Council
Re: Adult Business allowance in Creswell Development Code (CDC)

Date: September 18, 2026

This memo will address **Adult Business** allowances in the **Creswell Development Code (CDC)** as requested by the City Manager. Creswell Development Code (CDC) **2.3.110** identifies the land uses that are allowed in commercial districts.

Adult businesses are considered a "retail sales and service" use which is permitted in commercial zones subject to site/land use review. **CDC 1.4.250** includes additional information regarding specific uses allowed under each land use category. **CDC 1.4.250** includes examples of allowed uses under each land use category. While not explicitly mentioned in the Crewell Development Code, adult business fall under the" sales oriented" or "entertainment-oriented" subgroup of this category. Therefore, this type of use would be permitted on commercially zoned property within the City of Creswell based on the current development code classification.

What is an "adult" business?

Sexually oriented businesses are generally referred to as "adult businesses" because they primarily depict, describe or otherwise relate to sexual activities or anatomical areas.

What does the law say about adult businesses in Oregon?

Article 1, Section 8 of the Oregon Constitution states, "No law shall be passed restraining the free expression of opinion or restricting the right to speak write or print freely on any subject whatsoever, but every person shall be responsible for the abuse of that right." The Oregon Supreme Court has repeatedly interpreted this section to protect adult business under "freedom of speech and expression." City regulations are considered local laws and therefore cannot restrain freedom of speech and expression.

How is it freedom of speech or expression to operate an adult business?

In 1943, the US Supreme Court ruled in the case of West Virgina State Board of Education v. Barnette that expressive conduct involves communicative conducts (symbolic expression) that is the behavioral equivalent of speech. Oregon courts have since the 1980's interpreted state law protecting freedom of speech and expression to include nude dancing and other activities that occur at adult-oriented businesses.

Can a city adopt zoning requirements for adult businesses?

Oregon cities cannot zone adult businesses differently than other businesses. The city can only regulate undesirable secondary effects of an adult business

In the case Portland v. Tidyman, 306 Or 174 (1988), the Oregon Supreme Court determined that Portland's adult zoning restrictions prohibiting "adult businesses" within 500 feet of residential zones or schools invalid under Article I, §8, of the Oregon Constitution.

What options are available should Creswell wish to intervene in adult business operations?

The City's ability to impose regulations on activities at adult businesses is limited. The City cannot restrict a business based on the content of expressive activity that the business engages in without violating the free expressions provision of the Oregon Constitution. The City could potentially enforce "chronic nuisance property" if nuisance activities are found as defined by law.

Any code regulation on adult businesses comes with a level of risk for a legal challenge that could burden the City with significant costs.

Conclusion

In Oregon, our courts interpret the free speech protections under the Oregon Constitution as providing more protection than the First Amendment under the federal constitution.

The lesson from past legal cases is that it is essentially impossible under Oregon's free speech protections to place regulations that address adult entertainment specifically. As soon as a regulation defines adult businesses as the conduct that the City wants to regulate, Oregon's free speech limits come into play and nullify the regulation.

MEMO

To: **Mayor and City Councilors**
From: **Jim Piper, Finance Director**
CC: **Vincent Martorello, City Manager**
Cliff Bellew, Public Works Director
Re: **Fees for City Services**
Date: **September 28, 2026**

The City of Creswell has the authority to charge a fee for construction permits based on Creswell Municipal Code (CMC) 12.05 (Ordinance 353). CMC 12.05 states that the application fee is set by council resolution.

Type A permits are typically used for serving a single residential unit. These inspections are routine and typically require a single site visit. However, Type B permits are typically used for reviewing and inspecting construction of public improvements to serve anything other than a single residential unit. There is a lot more time and expense involved in a Type B development. Expenses incurred include staff-time reviewing drawings and making multiple site visits, attorney time to go over various land use concerns and draft agreements, engineering time to review plans and make recommendations to the developer. Often meetings are needed at City Hall to go through plan revisions with the Engineer and Public Works Director.

Below is a sample of small cities in Oregon that charge a Type B construction permit fee through adopted resolution:

Type B Construction Permit Fee
Fee is typically percentage Engineer's cost estimate of the project

	Fees		
City	**Flat**	**Review**	**Construction**
Aumsville	5%		
Carlton	5%		
Dayton		3%	2%
Lafayette	5%		
Mt. Angel		1.5%	5%
Philomath	$1,000		4%
Silverton		2.5%	2.5%
Sublimity	5%		
Jefferson		1%	4%

If actual costs exceed the fee, the developer will pay for the additional costs.

According to Dayton's schedule, Type “B” Public Works Construction Permit, it is required when constructing infrastructure improvements covered under the PWDS, including but not limited to: city infrastructure (water, sewer, storm, public streets), parking lots & associated access driveways, private streets, fire hydrants (public or private), fire lanes, common use driveways, installation of service laterals, site grading & fills, underground franchise utility work, etc. The plan review fee is 3% of the engineer's estimate for all construction work and, the construction permit is 5% of the engineer's estimate of all construction work.

Shepard’s Walk Subdivision Example:

The Developer-City Construction Agreement of the Shepard’s Walk subdivision under the current fee resolution is $13,700. Actual engineering and legal costs are billed to the developer as they are incurred by the city.

The Developer-City Construction Agreement of Shepard’s Walk subdivision based on a Schedule B rate schedule would be a fee of $137,500.

The difference of approximately $120,000 in this example is lessened over time as charges are billed back to the developer. Staff-time for planning and administration, engineering charges for review of plans and recommendations, and legal charges for land use matters and drafter agreements are billed back to the developer. This requires coordination of city staff and recouperation of all expenditures after the permit has been issued. There can be missed charges over a long period of time. For instance, turnover at the Planner position or change in engineering contractors could cause interruption in the process for gathering and billing charges incurred by the City back to the developer. Other considerations are late billings from the engineer or attorney related to the project that comes in after project completion. Also, the developer may require a couple of years or more to complete the project from design to final construction or decide to abandon the project altogether.

The City of Creswell has had a long history of welcoming developers and has not adopted a Type B construction permit fee. However, going forward it would be beneficial to have this fee structure in place to protect the city from bearing the cost of development and ultimately being picked up by the taxpayers.

Other than adopting a Type B construction permit fee, the city should update the following fees:

- Returned payments are no longer just checks. Electronic payments also get returned when there are not sufficient funds in the account or credit card. The clearing process for card transactions is upwards of five days. The current fee for returned payments is $25.00. Charges to the city are $14 from the card processing company for each returned payment and there is approximately 15 minutes of staff time to track down the original billing information and prepare adjusting entries in the city’s billing system. Many other cities, including Cottage Grove, are now charging $35 per returned payment. This is the cost to recoup these charges for returned payments. Staff recommend $35 as the City of Creswell returned payment fee.

- Document Copying is currently $0.25 per page. However, the city incurs a charge of $0.45 per color page printed by the photocopier lessor for servicing and providing ink. This doesn't include the actual lease cost of the printer itself. Paper costs are approximately $0.01 per page. Staff time is minimal. Staff recommend a fee of $0.50 per page.
- Development Code (CD) fee is no longer relevant and should be removed.
- Development Code (hard copy) has not been requested in a very long time and is covered under the Document Copying fee. This fee is unnecessary and should be removed.
- Zoning and Plan Designation Maps are also rarely requested and covered under the public records request policy at actual costs to produce. This fee is unnecessary and should be removed.
- Research Requiring More than One-Half Hour Staff Time is covered by the Public Records Request Policy (Resolution 2017-20). This fee is unnecessary and should be removed.

The following fees are sufficient to recover costs associated with the administration of the activity:

Court Services are regulated by State Statute and are capped at a maximum fee. Court administrative fees are within those allowed maximum fee amounts. $25.00 is sufficient to recover the costs associated with this activity. Changes to these fees are not recommended.

Sidewalk café fees are $75 for initial requests and $50 for annual renewal are sufficient to recover costs of this activity. Changes to this fee are not recommended.

Zone of Benefit charges of $300 cover the costs are sufficient to recover costs. Changes to this fee are not recommended.

Social Gaming License Fee is $50 per application and $250 annually per establishment. This is sufficient to recover costs associated with the administration of this activity. Changes to this fee are not recommended.

Fence Permits are sufficient to cover costs associated with this activity. Changes to this fee are not recommended.

Demolition Permit fee is sufficient to cover the costs associated with this activity. Changes to this fee are not recommended.

Attached is the proposed Resolution with the proposed changes. City Staff is looking for direction to move forward with this resolution and bring it back to the October 12th City Council meeting.

RESOLUTION NO. 2026-XX

A RESOLUTION ESTABLISHING FEES FOR CITY SERVICES AND RESCINDING RESOLUTIONS 2024-11

WHEREAS, the City incurs costs in the processing of various municipal functions and services; and

WHEREAS, the Common Council of the City of Creswell has deemed it necessary to charge reasonable fees for recuperating all or a portion of the costs incurred for providing goods or services as outlined below.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Creswell adopts the following fees and rescinds certain Resolutions:

Section 1 Administrative Services: Payment of the following fees shall be made upon request of the City.

Category	Fee
A. Lien Searches	$30 per tax lot
B. Returned Payments for Closed Account or Non-Sufficient Funds	$35
C. Document Copying	$0.50 per page
D. Legal Notice	$75

Section 2 Court Services

A. Administrative fee for setting up each payment plan:	$25
B. Suspension processing fee	$25
C. Reinstatement processing fee	$25
D. Case reopening fee	$25

Section 3 Sidewalk Café Permit Fees: Pursuant to Creswell Municipal Code 8.20.040, Sidewalk Café Permit fees are set forth as outlined below. The payment of the sidewalk café permit fees shall be made at the time of submitting a Sidewalk Café Permit Application and shall be payable to the City of Creswell. Fees are non-refundable unless the application has been withdrawn by the applicant prior to the City beginning the review process and when no expense has been incurred. The fee schedule is established as follows:

A. Sidewalk Café Initial Request	$75
B. Sidewalk Café Annual Renewal	$50

Section 4 Zone of Benefit: Creswell Municipal Code 13.25 provides a method to reimburse a person or the City for financing the construction of a sewer, water, surface water management, or street improvement in whole or in a disproportionately large part. Fees to submit an application to create a Zone of Benefit are outlined below. The application fee is a base fee, and shall be deposited with the City at the time the application for a Zone of Benefit is submitted, but the full cost of processing the application will be billed to the applicant at the actual hourly professional rate for all staff involved, and costs incurred including but not limited to planning, public works, engineering, legal services, and city administration. All fees are non-refundable.

A. Zone of Benefit Application Base Fee	$300

Section 5 Social Gaming License Fees: The Common Council of the City of Creswell, Oregon, adopted Creswell Municipal Code 5.20 in accordance with ORS 167.121, authorizing social games in private businesses, private clubs, or places of public accommodation. Pursuant to Creswell Municipal Code 5.20.030, Social Gaming License Fees are established as outlined below:

A. A nonrefundable application-processing fee of $50.00 shall accompany the required application. Annual license fees shall be $250.00, per establishment for one table, plus $50.00, per each additional table in the establishment. All application and license fees shall be paid to the City of Creswell.

B. A one-time fee of $25.00 shall be charged to allow social games at a special event sponsored by a charitable, fraternal, or religious organization. An organization may have only two (2) special events with social games in any one (1) calendar year. All application and license fees shall be paid to the City of Creswell.

C. All licenses are for a period of one (1) year and shall be renewed on July 1, of each year. Licenses are non-transferable. All licenses secured between January 1 and June 30 of each year, shall be charged at the rate of one-half the normal fees.

D. There shall be a limit on buy in of $50.00 per tournament or per day, which ever is more restrictive.

Section 6 Permit Fees for Construction within a Public Right-Of-Way: The permit fee schedule is established as follows:

Type A (a single residential unit):

	Fee
1. Sewer/Water Tap Inspection	$50
2. Sidewalk Permit	$50
3. Curb Cut Permit	$50
4. Opening Paved or Unpaved Street Inspection Fee	$50
5. Opening Paved Street Deposit	$1,000
6. Opening Unpaved Street Deposit	$500
7. Commercial Installation of a Backflow Device	$200
8. Tech Fee	5%

Type B (other than a single residential unit):

Pursuant to Creswell Municipal Code (CMC) 12.05 and the Public Works Design Standards, which require permits when certain work subject to the Standards is being performed in the City, the permit fee will be equal to five percent (5%) of the City Engineer's cost estimate of the project.

The permit fee shall be due and payable at the time of the permit request, and the person requesting the permit and or the owner of the property shall remain jointly responsible for all costs including, but not limited to, engineering, city staff, planning services, legal and administrative and accessory costs associated with the execution of the permit, plan review, and inspections.

Deposits identified by Section 6 A.5. and 6 A.6. are refundable upon final inspection and acceptance by the City of Creswell.

Section 7 Fence Permit: Creswell Municipal Code 15.15, establishes standards and permitting requirements for residential fences, directs the Creswell City Council to establish a permit fee resolution. Creswell Municipal Code 15.15.070 directs the Creswell City Council to establish a fence variance and variance decision appeal fees.

A. Fence Zoning/Planning Fee	$ 25
B. Fence Variance Application Fee	$100
C. Fence Variance Appeal Fee	$250

Section 8 Demolition Permit: Creswell Municipal Code 15.05, established standards and permitting requirements for demolition.

A. Demolition Permit Fee	$50
B. Tech fee	5%

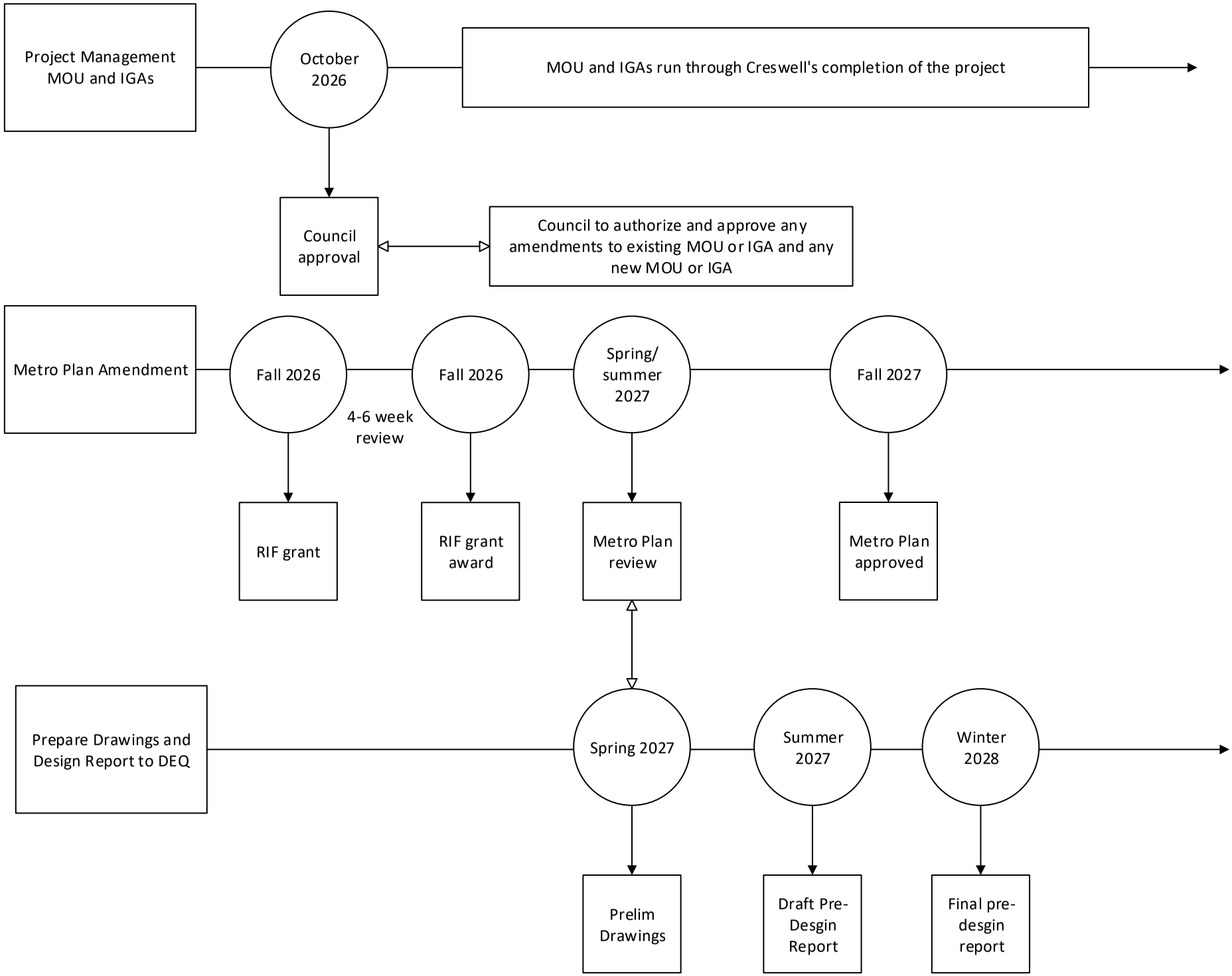
Section 9 Resolution Rescinded. Resolution Number 2024-11 is rescinded.

ADOPTED by the Common Council of the City of Creswell on this 12th day of October 2026

_____
Nick Smith, Mayor

ATTEST:

_____
Caitlin Born, City Recorder


Project Management MOU and IGAs
October 2026
MOU and IGAs run through Creswell's completion of the project
Council approval
Council to authorize and approve any amendments to existing MOU or IGA and any new MOU or IGA
Metro Plan Amendment
Fall 2026
4-6 week review
Fall 2026
Spring/ summer 2027
Fall 2027
RIF grant
RIF grant award
Metro Plan review
Metro Plan approved
Prepare Drawings and Design Report to DEQ
Spring 2027
Summer 2027
Winter 2028
Prelim Drawings
Draft Pre-Desgin Report
Final pre-desgin report

MEMORANDUM OF UNDERSTANDING

Between Lane County, the City of Creswell, and the City of Junction City, and regarding Regional Wastewater Infrastructure Improvements

I. Purpose

This Memorandum of Understanding (MOU) establishes initial roles, responsibilities, and concepts for cooperation between Lane County ("County"), the City of Creswell ("Creswell"), and the City of Junction City ("Junction City") for the planning, design, and construction of regional wastewater services to connect to the Metropolitan Wastewater Management Commission ("MWMC") system.

This MOU is intended as a conceptual framework. Many details needed to formalize arrangements for future obligations will need to be further explored and negotiated. The parties to this memorandum intend to jointly fund a Project Manager to further develop the framework and work to establish Intergovernmental Agreements (IGAs) that will create greater clarity for roles and responsibilities as the project moves forward. Project cost sharing arrangements will be established by individual IGAs as needs arise. It is understood the parties will be paying for the elements that they are directly responsible for, but some elements of the project will be of mutual benefit and will require collective coordination and funding.

This project will require coordination on various technical aspects to evaluate engineering aspects of the current and proposed wastewater infrastructure. The project will also require coordination to navigate the political process necessary to obtain an amendment to the Eugene-Springfield Metro Plan and an amendment to the MWMC IGA. The Project Manager will serve to facilitate both the technical and political work between the partners this memorandum and external partners and agencies. This MOU is intended to cover work leading up to but not including construction. Phases/elements included consist of the following: preliminary design, advancing the Metro Plan amendment, development of IGAs, seeking project funding, final design, and permitting.

II. Background

The Metropolitan Wastewater Management Commission ("MWMC") currently provides wastewater management services within the Urban Growth Boundary (UGB) of Eugene and Springfield. The "Metro Plan" regional planning document currently states that wastewater services may not be extended beyond the Eugene and Springfield UGBs. Both the cities of Creswell and the Junction City are facing a mandate from the Oregon Department of Environmental Quality (DEQ) to make expensive improvements to their city wastewater systems to achieve regulatory compliance. Both cities are interested in exploring connecting to the MWMC system as an alternative approach. Lane County is also interested in connecting to the MWMC system to provide wastewater services to the unincorporated community of Goshen and the Short Mountain Landfill. Any of these extensions would require an amendment to the Metro Plan and the MWMC IGA with approvals needed from the elected bodies of City of Eugene, the City of Springfield, and Lane County.

Multiple aspects of the project will need to be evaluated to understand the capacity of the existing wastewater system to handle additional flows, the needs for infrastructure improvements, the costs to construct and operate the system, as well as governance, permits, and other regulatory considerations.

III. Roles and Responsibilities of Lane County, Creswell and Junction City

A. Project Management

Lane County, Creswell, and Junction City will jointly fund a fulltime **Project Manager** to oversee planning, coordination, and implementation of the regional wastewater infrastructure project. The Project Manager will contract for additional consultant expertise as needed to complete the project. The Project Manager will be responsible for the deliverables listed in Exhibit A. The position will be housed at Lane County and financial terms will be outlined in a separate IGA.

B. Project Team

Lane County, Creswell, and Junction City will each name a minimum of two individuals to serve on a Project Team to provide guidance to the Project Manager and serve as liaisons to each jurisdiction. The Project Team will help guide future work for engineering and any other required studies to determine capacity, costs or required infrastructure. The Project Team will determine the appropriate cost sharing arrangement for each work element prior to the work commencing.

C. Regional Capacity Improvements

1. **Lane County**

- Lane County will be responsible for:

    1. All new wastewater infrastructure to provide service the Short Mountain Landfill; and
    2. Future wastewater infrastructure needed to provide wastewater services to parcels within the unincorporated community of Goshen; and
    3. Costs for sizing new wastewater infrastructure between Springfield and Creswell that is beyond the design requirements for connecting Creswell alone as calculated on the basis of full buildout future flows; and
    4. Costs for upsizing any existing wastewater infrastructure currently owned by the City of Springfield or MWMC as required to accommodate flows from the Short Mountain Landfill and potentially Goshen over a reasonable timeline as yet to be negotiated. Where upsizing is needed

to accommodate flows from both Lane County and Creswell, costs will be split on a basis proportional to projected flows at full buildout.

2. **Creswell**

   - Creswell will be responsible for **design and construction costs** associated with all new wastewater infrastructure to connect the City of Creswell's existing wastewater system to the terminus of Springfield's trunk line on McVay Highway that connects to the MWMC system. Creswell will be responsible for sizing infrastructure to accommodate Creswell flows only. Sizing upgrades to accommodate flows from County will be the responsibility of County.

   - Creswell will be responsible for **design and construction costs** associated with upsizing any existing wastewater infrastructure currently owned by the City of Springfield or MWMC as required to accommodate flows from Creswell over a reasonable period of time as yet to be negotiated. Where upsizing is needed to accommodate flows from both Lane County and Creswell, costs will be split on a basis proportional to projected flows at full buildout. Engineering studies to evaluate capacity will also be split on a proportional basis.

3. **Junction City**

   - Junction City will be responsible for **design and construction costs** associated with all new wastewater infrastructure to connect Junction City to the MWMC system.

   - Junction City will be responsible for **design and construction costs** associated with upsizing any existing wastewater infrastructure currently owned by the City of Eugene or MWMC as required to accommodate flows from Junction City over a reasonable period of time as yet to be negotiated.

D. Regional System Development Permitting and Approvals

County will apply and process all necessary permits, easements, and approvals for the project that are specific to County. County will secure all necessary permits, easements, and approvals for the project that are required jointly by County, Creswell and/or Junction City. Costs will be allocated proportionally in advance as determined by the Project Team. Cities will secure all necessary development permits, easements, and approvals for the project that are specific only to each City. County will secure all necessary operational permits, easements, and approvals for the project that are required specific only to Lane County.

E. Coordination

Each of the parties will coordinate with MWMC, and other relevant agencies to ensure project integration and compliance with applicable regulations.

F. Connection Costs

1. **Lane County**

    - Lane County will pay connection costs to MWMC and the City of Springfield for all its new wastewater flows entering MWMC and the City of Springfield through new infrastructure. Connection costs will be calculated utilizing the current MWMC SDC methodology in place at the time of connection. At this time, the specific connection costs are not defined, the parties will work together to determine connection costs. Connection costs will be due as flows are added to the system.

2. **Creswell**

    - Creswell will pay connection costs to MWMC and the City of Springfield for all its new wastewater flows entering MWMC and the City of Springfield through new infrastructure. Connection costs will be calculated utilizing the current MWMC SDC methodology in place at the time of connection.

3. **Junction City**

    - Junction City will pay connection costs to MWMC and the City of Eugene for all its new wastewater flows entering MWMC and the City of Eugene through new infrastructure. Connection costs will be calculated utilizing the current MWMC SDC methodology in place at the time of connection.

G. User Rates

User rates will need to be determined through negotiation with MWMC following completion of a System Development Charge (SDC) analysis. New flows originating out of the Eugene-Springfield UGB will be subject to a 5% out-of-network charge. A sunset date for this surcharge will be negotiated. Each party will be responsible for billing within their respective jurisdiction and remitting payment to MWMC.

H. Pretreatment

All the parties will be responsible for ensuring pretreatment activities are followed in accordance with MWMC requirements. Lane County will explore partnering with the City of Springfield to provide pretreatment permitting services within the unincorporated community of Goshen.

I. Ownership, Operation & Maintenance

Ownership and Operation & Maintenance responsibilities for new wastewater infrastructure from the southern boundary of Goshen to the connection point with the Springfield trunk line will be negotiated between Lane County and Creswell.

1. **Lane County**
    - County will be responsible for maintaining wastewater infrastructure from the Short Mountain Landfill to the connection point in Goshen.
2. **Creswell**
    - Creswell will be responsible for maintaining wastewater infrastructure from the southern boundary of Goshen to Creswell.
3. **Junction City**
    - Junction City will be responsible for maintaining wastewater infrastructure from the connection point with the City of Eugene to Junction City.

IV. Financial Commitments

This MOU is intended as a conceptual framework and does not bind the parties with terms for financial arrangements. Future IGAs will be developed to formalize financial obligations for each party as necessary.

V. Grants

The Project Manager, in collaboration with the Project Team, will actively seek grant funding for the project. Grant applications will be reviewed by the Project Team, and funding requests and match responsibilities will be confirmed prior to any submittals. Allocations from grant funding will be apportioned by the Project Team.

VI. Term and Termination

1. This MOU becomes effective upon signature by all parties and remains in effect until completion of the wastewater infrastructure improvements unless amended or terminated by mutual written agreement.
2. Any party may withdraw with 90 days' written notice; however, cost obligations incurred prior to withdrawal remain the responsibility of the withdrawing party.

VI. Amendments

This MOU may be amended only by written agreement signed by all parties.

VII. General Provisions

1. This MOU does not create a joint venture, partnership, or other legal entity.
2. Each party remains responsible for its own employees, contractors, and liabilities.
3. This MOU is intended to guide intergovernmental cooperation and does not supersede statutory or regulatory requirements.

VIII. Signatures

AGENCIES:

CITY OF CRESWELL

Signature: _____

By: Vincent Martorello

Title: City Manager

Date: _____

Creswell City Hall
13 S 1st Street
Creswell, OR 97426

COUNTY:

LANE COUNTY

Signature: _____

By: Steve Mokrohisky

Title: County Admnistrator

Date: _____

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

AGENCIES:

CITY OF JUNCTION CITY

Signature: _____

By: Benjamin West

Title: City Manager

Date: _____

Junction City, City Hall
185 W 8th Avenue
Junction City, OR 97448

REGIONAL WASTEWATER PROJECT MANAGER AGREEMENT

This **Agreement** is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), and the cities of Creswell and Junction City (each referred to as an "**Agency**"). Collectively, these entities are referred to as "the parties" throughout this Agreement.

RECITALS

A. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.

B. Lane County, the City of Creswell, and the City of Junction City seek to collaboratively plan and coordinate regional wastewater infrastructure improvements, which may ultimately facilitate future connections to the Metropolitan Wastewater Management Commission (MWMC) system.

C. The parties have previously established a Memorandum of Understanding (MOU) that outlines their intention to jointly fund and administer a full-time Project Manager. This Project Manager will support regional wastewater planning, conduct engineering analysis, assist with Metro Plan amendment work, and coordinate with MWMC and other relevant stakeholders.

D. The purpose of this Intergovernmental Agreement (IGA) is to formally set forth the funding, administrative, and operational framework necessary for the hiring and ongoing support of the Regional Wastewater Project Manager.

AGREEMENT

County and Agency agree as follows:

1. SCOPE OF AGREEMENT

Lane County, the City of Creswell, and the City of Junction City hereby agree to the following terms:

1.1 COUNTY RESPONSIBILITIES

- Serve as the employer of record for the Regional Wastewater Project Manager ("Project Manager").
- Provide human resources administration, payroll processing, workspace, equipment, and all necessary administrative support.
- Supervise the Project Manager through a designated County supervisor.
- Handle procurement for consultant services required to complete technical studies, engineering work, and planning tasks.
- Manage and administer funding contributed by participating Agencies, ensuring timely financial reporting.
- Prepare quarterly invoices for Agencies, reflecting their proportional share of project costs.
- Maintain financial and project documentation in accordance with Oregon public records laws.

1.2 CITY AGENCIES RESPONSIBILITIES

- Participate in and designate representatives to the Regional Project Team, which guides the Project Manager's work plan and reviews deliverables.
- Provide necessary data, technical inputs, and staff participation to facilitate wastewater modeling, engineering assessments, permitting, and project development.
- Coordinate local permitting and agency review processes within their respective jurisdictions.
- Remit quarterly financial contributions to cover the Project Manager's salary, benefits, overhead, and consultant costs as agreed by the Parties.
- Collaborate in the preparation, review, and approval of subsequent IGAs related to infrastructure ownership, cost sharing, construction, operation, and maintenance.

2. DOCUMENTS FORMING THE AGREEMENT

2.1 The Agreement. The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement by this reference.

2.2 Exhibits. With this document, the following exhibits are incorporated into the Agreement:
Exhibit A – Project Manager Duties
Exhibit B – Estimated Budget
Exhibit C – Regional Wastewater Infrastructure Improvements MOU

3. CONSIDERATION AND PAYMENT

3.1 County's Payment Obligations

- The County has no independent payment obligations under this Agreement, aside from administering funds provided by the Agencies. County will fund the differential for the Project Manager position, estimated at $100,000 annually.

3.2 Agency's Payment Obligations

Agencies will contribute quarterly payments of $12,500 to the County, covering their proportional shares of:

- Project Manager salary and benefits
- County administrative overhead
- Consultant work authorized by the Regional Project Team
- Other direct costs related to implementation of the work plan
- The Agencies' proportional shares are defined in Exhibit B or as otherwise mutually agreed in writing.

4. EFFECTIVE DATE AND DURATION

4.1 Effective Date. Upon the signature of all parties, this Agreement is effective.

4.2 Initial Term. The Agreement will terminate upon completion of the wastewater planning phase supporting the regional expansion analysis and MWMC coordination, or three (3) years from the effective date, whichever occurs first.

4.3 Renewal. Upon completion of the initial term, the Parties may choose to extend the Agreement for up to two (2) additional one-year terms by mutual written agreement.

5. AUTHORIZED REPRESENTATIVES AND NOTICE. Each of the parties designates the following individuals as its authorized representative for administration of this Agreement. Either party may designate a new authorized representative by written notice to the other.

5.1 County's Authorized Representative (name, title, telephone number, and email):

_____

5.2 City of Creswell's Authorized Representative (name, title, telephone number, and email):

_____

5.3 Junction City's Authorized Representative (name, title, telephone number, and email):

_____

Any notice, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email,

the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Agreement on behalf of that party below.

6. **INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

7. **PUBLIC BODY STATUS.** In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

8. **MODIFICATION AND TERMINATION.**
   - **8.1 Modification.** No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
   - **8.2 Termination.** The parties may jointly agree to terminate this Agreement at any time by written agreement. Either party may terminate this Agreement for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving the other party not less than 30 days' advance written notice.
   - **8.3 Non-Appropriation.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.

9. **MISCELLANEOUS PROVISIONS**
   - **9.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.
   - **9.2 Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
   - **9.3 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 are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
   - **9.4 Governing Law, Forum, and Venue.** Pursuant to ORS 15.320, all matters in dispute between the parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from

the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

9.5 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.

9.6 No Third-Party Beneficiaries. County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

9.7 Headings. The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.

9.8 Force Majeure. Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, epidemics, superseding state or federal governmental regulations, or judicial actions making this Contract unenforceable, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

9.9 Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

9.10 Merger and Construction. This Agreement contains the entire agreement of County and Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings. This Agreement is the result of bilateral negotiations between the parties, and the provisions of this Agreement are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.

9.11 Compliance with Law. County and Agency agree to comply with all federal, state and local laws applicable to the parties or the subject matter of this Agreement.

SIGNATURES FOLLOW ON NEXT PAGE

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGENCIES:

CITY OF CRESWELL

Signature: _____

By: Vincent Martorello

Title: City Manager

Date: _____

Creswell City Hall
13 S 1st Street
Creswell, OR 97426

COUNTY:

LANE COUNTY

Signature: _____

By: Steve Mokrohisky

Title: County Admnistrator

Date: _____

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

AGENCIES:

CITY OF JUNCTION CITY

Signature: _____

By: Benjamin West

Title: City Manager

Date: _____

Junction City, City Hall
185 W 8th Avenue
Junction City, OR 97448

Exhibit A
Project Manager Duties

Key Responsibilities:

Program Leadership & Coordination

- Oversee all planning, design, and implementation activities connected to the regional wastewater project.
- Serve as the central coordinator among Lane County, Creswell, and Junction City, ensuring aligned decision-making, communication, and project progress.
- Facilitate coordination with MWMC, City of Springfield, City of Eugene, DEQ, and other regulatory or permitting agencies.

Technical & Engineering Oversight

- Direct engineering analyses evaluating wastewater capacity, infrastructure needs, cost estimates and phasing, and system performance.
- Manage consultant teams and technical contractors, including scope development, procurement, task assignments, and deliverable review.
- Support evaluation of system sizing, upsizing requirements, and proportional allocation of infrastructure costs among jurisdictions.

Policy, Planning & Regulatory Work

- Lead work necessary to support amendments to the Eugene–Springfield Metro Plan and MWMC Intergovernmental Agreement (IGA).
- Coordinate with internal and external stakeholders to meet permitting, easement acquisition, and regulatory compliance requirements.
- Support the development of future IGAs defining roles, responsibilities, cost sharing, ownership, and O&M arrangements.

Financial Management & Grant Development

- Prepare and manage project budgets for planning phases, engineering studies, and consultant contracts.
- Collaborate with partner agencies to identify cost-sharing strategies for each work element.
- Lead grant identification, development, and submission efforts in coordination with the Project Team.

Stakeholder Engagement & Communication

- Provide clear, timely briefings to elected officials, executives, advisory groups, and public audiences.
- Maintain high-level communication among staff from all partner jurisdictions and external agencies.
- Represent the partnership in intergovernmental, regulatory, and public forums.

Exhibit B
Estimated Annual Fiscal Year Budget

Personnel Expenses:

Program Leadership & Coordination	**$50,000**
Technical & Engineering Oversight	**$25,000**
Policy, Planning & Regulatory Work	**$20,000**
Financial Management & Grant Development	**$50,00**
Stakeholder Engagement & Communication	**$50,000**
Total:	**$150,000**

Materials & Services:

Office supplies & Miscellaneous	**$500**
Travel	**$1,000**
Total:	**$1,500**

Overheads:

Technology Services	**$7,000**
Countywide	**$27,000**
Total:	**$34,000**

Grand Total: $185,500

*Estimates shown are Year 1 costs. Year 2 & 3 assumes a 5-7% increase not shown. Three year total estimated at $584,000 - $596,000

Exhibit C

MEMORANDUM OF UNDERSTANDING
Between Lane County, the City of Creswell, and the City of Junction City, and regarding Regional Wastewater Infrastructure Improvements

I. Purpose

This Memorandum of Understanding (MOU) establishes initial roles, responsibilities, and concepts for cooperation between Lane County ("County"), the City of Creswell ("Creswell"), and the City of Junction City ("Junction City") for the planning, design, and construction of regional wastewater services to connect to the Metropolitan Wastewater Management Commission ("MWMC") system.

This MOU is intended as a conceptual framework. Many details needed to formalize arrangements for future obligations will need to be further explored and negotiated. The parties to this memorandum intend to jointly fund a Project Manager to further develop the framework and work to establish Intergovernmental Agreements (IGAs) that will create greater clarity for roles and responsibilities as the project moves forward. Project cost sharing arrangements will be established by individual IGAs as needs arise. It is understood the parties will be paying for the elements that they are directly responsible for, but some elements of the project will be of mutual benefit and will require collective coordination and funding.

This project will require coordination on various technical aspects to evaluate engineering aspects of the current and proposed wastewater infrastructure. The project will also require coordination to navigate the political process necessary to obtain an amendment to the Eugene-Springfield Metro Plan and an amendment to the MWMC IGA. The Project Manager will serve to facilitate both the technical and political work between the partners this memorandum and external partners and agencies. This MOU is intended to cover work leading up to but not including construction. Phases/elements included consist of the following: preliminary design, advancing the Metro Plan amendment, development of IGAs, seeking project funding, final design, and permitting.

II. Background

The Metropolitan Wastewater Management Commission ("MWMC") currently provides wastewater management services within the Urban Growth Boundary (UGB) of Eugene and Springfield. The "Metro Plan" regional planning document currently states that wastewater services may not be extended beyond the Eugene and Springfield UGBs. Both the cities of Creswell and the Junction City are facing a mandate from the Oregon Department of Environmental Quality (DEQ) to make expensive improvements to their city wastewater systems to achieve regulatory compliance. Both cities are interested in exploring connecting to the MWMC system as an alternative approach. Lane County is also interested in connecting to the MWMC system to provide wastewater services to the unincorporated community of Goshen and the Short Mountain Landfill. Any of these extensions would require an amendment to the Metro Plan and the MWMC IGA with approvals needed from the elected bodies of City of Eugene, the City of Springfield, and Lane County.

Multiple aspects of the project will need to be evaluated to understand the capacity of the existing wastewater system to handle additional flows, the needs for infrastructure improvements, the costs to construct and operate the system, as well as governance, permits, and other regulatory considerations.

III. Roles and Responsibilities of Lane County, Creswell and Junction City

A. Project Management

Lane County, Creswell, and Junction City will jointly fund a fulltime **Project Manager** to oversee planning, coordination, and implementation of the regional wastewater infrastructure project. The Project Manager will contract for additional consultant expertise as needed to complete the project. The Project Manager will be responsible for the deliverables listed in

Exhibit A. The position will be housed at Lane County and financial terms will be outlined in a separate IGA.

B. Project Team

Lane County, Creswell, and Junction City will each name a minimum of two individuals to serve on a Project Team to provide guidance to the Project Manager and serve as liaisons to each jurisdiction. The Project Team will help guide future work for engineering and any other required studies to determine capacity, costs or required infrastructure. The Project Team will determine the appropriate cost sharing arrangement for each work element prior to the work commencing.

C. Regional Capacity Improvements

1. **Lane County**

- Lane County will be responsible for:

    1. All new wastewater infrastructure to provide service the Short Mountain Landfill; and

    2. Future wastewater infrastructure needed to provide wastewater services to parcels within the unincorporated community of Goshen; and

    3. Costs for sizing new wastewater infrastructure between Springfield and Creswell that is beyond the design requirements for connecting Creswell alone as calculated on the basis of full buildout future flows; and

    4. Costs for upsizing any existing wastewater infrastructure currently owned by the City of Springfield or MWMC as required to accommodate flows from the Short Mountain Landfill and potentially Goshen over a reasonable timeline as yet to be negotiated. Where upsizing is needed to accommodate flows from both Lane County and Creswell, costs will be split on a basis proportional to projected flows at full buildout.

2. **Creswell**

- Creswell will be responsible for **design and construction costs** associated with all new wastewater infrastructure to connect the City of Creswell's existing wastewater system to the terminus of Springfield's trunk line on McVay Highway that connects to the MWMC system. Creswell will be responsible for sizing infrastructure to accommodate Creswell flows only. Sizing upgrades to accommodate flows from County will be the responsibility of County.

- Creswell will be responsible for **design and construction costs** associated with upsizing any existing wastewater infrastructure currently owned by the City of Springfield or MWMC as required to accommodate flows from Creswell over a reasonable period of time as yet to be negotiated. Where upsizing is needed to accommodate flows from both Lane County and Creswell, costs will be split on a basis proportional to projected flows at full buildout. Engineering studies to evaluate capacity will also be split on a proportional basis.

3. **Junction City**

- Junction City will be responsible for **design and construction costs** associated with all new wastewater infrastructure to connect Junction City to the MWMC system.
- Junction City will be responsible for **design and construction costs** associated with upsizing any existing wastewater infrastructure currently owned by the City of Eugene or MWMC as required to accommodate flows from Junction City over a reasonable period of time as yet to be negotiated.

D. Regional System Development Permitting and Approvals

County will apply and process all necessary permits, easements, and approvals for the project that are specific to County. County will secure all necessary permits, easements, and approvals for the project that are required jointly by County, Creswell and/or Junction City. Costs will be allocated proportionally in advance as determined by the Project Team. Cities will secure all necessary development permits, easements, and approvals for the project that are specific only to each City. County will secure all necessary operational permits, easements, and approvals for the project that are required specific only to Lane County.

E. Coordination

Each of the parties will coordinate with MWMC, and other relevant agencies to ensure project integration and compliance with applicable regulations.

F. Connection Costs

1. **Lane County**

- Lane County will pay connection costs to MWMC and the City of Springfield for all its new wastewater flows entering MWMC and the City of Springfield through new infrastructure. Connection costs will be calculated utilizing the current MWMC SDC methodology in place at the time of connection. At this time, the specific connection costs are not defined, the parties will work together to determine connection costs. Connection costs will be due as flows are added to the system.

2. **Creswell**

- Creswell will pay connection costs to MWMC and the City of Springfield for all its new wastewater flows entering MWMC and the City of Springfield through new infrastructure. Connection costs will be calculated utilizing the current MWMC SDC methodology in place at the time of connection.

3. **Junction City**

- Junction City will pay connection costs to MWMC and the City of Eugene for all its new wastewater flows entering MWMC and the City of Eugene through new infrastructure. Connection costs will be calculated utilizing the current MWMC SDC methodology in place at the time of connection.

G. User Rates

User rates will need to be determined through negotiation with MWMC following completion of a System Development Charge (SDC) analysis. New flows originating out of the Eugene-Springfield UGB will be subject to a 5% out-of-network charge. A sunset date for this surcharge

will be negotiated. Each party will be responsible for billing within their respective jurisdiction and remitting payment to MWMC.

H. Pretreatment

All the parties will be responsible for ensuring pretreatment activities are followed in accordance with MWMC requirements. Lane County will explore partnering with the City of Springfield to provide pretreatment permitting services within the unincorporated community of Goshen.

I. Ownership, Operation & Maintenance

Ownership and Operation & Maintenance responsibilities for new wastewater infrastructure from the southern boundary of Goshen to the connection point with the Springfield trunk line will be negotiated between Lane County and Creswell.

1. **Lane County**
    - County will be responsible for maintaining wastewater infrastructure from the Short Mountain Landfill to the connection point in Goshen.
2. **Creswell**
    - Creswell will be responsible for maintaining wastewater infrastructure from the southern boundary of Goshen to Creswell.
3. **Junction City**
    - Junction City will be responsible for maintaining wastewater infrastructure from the connection point with the City of Eugene to Junction City.

IV. Financial Commitments

This MOU is intended as a conceptual framework and does not bind the parties with terms for financial arrangements. Future IGAs will be developed to formalize financial obligations for each party as necessary.

V. Grants

The Project Manager, in collaboration with the Project Team, will actively seek grant funding for the project. Grant applications will be reviewed by the Project Team, and funding requests and match responsibilities will be confirmed prior to any submittals. Allocations from grant funding will be apportioned by the Project Team.

VI. Term and Termination

1. This MOU becomes effective upon signature by all parties and remains in effect until completion of the wastewater infrastructure improvements unless amended or terminated by mutual written agreement.
2. Any party may withdraw with 90 days' written notice; however, cost obligations incurred prior to withdrawal remain the responsibility of the withdrawing party.

VII. Amendments

This MOU may be amended only by written agreement signed by all parties.

VIII. General Provisions

1. This MOU does not create a joint venture, partnership, or other legal entity.
2. Each party remains responsible for its own employees, contractors, and liabilities.
3. This MOU is intended to guide intergovernmental cooperation and does not supersede statutory or regulatory requirements.

IX. Signatures

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGENCIES:

CITY OF CRESWELL

Signature: _____

By: Vincent Martorello

Title: City Manager

Date: _____

Creswell City Hall
13 S 1st Street
Creswell, OR 97426

COUNTY:

LANE COUNTY

Signature: _____

By: Steve Mokrohisky

Title: County Admnistrator

Date: _____

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

AGENCIES:

CITY OF JUNCTION CITY

Signature: _____

By: Benjamin West

Title: City Manager

Date: _____

Junction City, City Hall
185 W 8th Avenue
Junction City, OR 97448