

# Rivergrove City Council Agenda

May 13, 2024, 7:00 PM

## Standing Items

1. Call to order and attendance (Mayor, Councilors, and Guests)

## Presentations from Outside Agencies and Guests:

**Planning Commission Report:** Representative from the Planning Commission

## Standing Items:

1. Ask if any member of the public wishes to speak on a non-agenda item. (Please limit your comments to 3 minutes and provide your name and address for the record)
2. Approval of minutes – April
3. Review City financials – April

## Public Hearing to update Land Development Ordinance

- Open the public hearing.
- Staff report
- Public testimony
- Council questions of staff or any member of the public who testified.
- Closed the public hearing and deliberate to a decision.

### Recommended motion:

- To adopt the findings of the staff report along with modify LDO 4.010(b) – Procedure for Processing Development Permits, 4.03 – Pre-Application Conference, 4.050 – Submission of Pre-Application, 4.060 – Referral and Review of Permit Applications and 4.120 – Type IV Procedure. This ordinance is considered an emergency and shall take effect immediately per section 36 of the City of Rivergrove charter.

**Existing Business** - Public Comments for Agenda items will be taken before each item. Limit your comments to 3 minutes, and please provide your name and address for the record.)

1. Update on Lloyd Minor Park Restoration Project  
*Thank you Jonathan Sweet, Councilor McLean and Cole Forsen and Norm Donohoe for fixing the slide.*
2. Update on Boat Ramp Design
3. Park Committee Additional Members
4. New Park Charter Amendment
5. Canal Rd Maintenance Design Update
6. Budget Committee Additional Members
7. Pedway Extension - Child's Rd Traffic - Speed concerns

## **New Agenda Items**

1. Proposal to Change the Use of the Lockable Gate at Stark Boat Ramp

*Proposed by Rivergrove City Councilors Doug McLean and Rachel Shafer*

## **Council Reports:**

1. Mayor - Barhyte
2. Councilor - McLean
3. Councilor - Silber
4. Council President - Tuttle
5. Councilor - Shafer

## **City Manager Weidlich Report**

**Executive Session:** Council and staff may adjourn to Executive Session pursuant to Oregon Revised Statutes 192.660: As needed (appropriate subsection shall be cited)

INTERGOVERNMENTAL AGREEMENT

Natural Areas Bond Measure  
Local Share Component

This Intergovernmental Agreement (hereinafter the "Agreement"), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the "Effective Date"), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the City of Rivergrove, located at PO Box 1104, Lake Oswego, Oregon 97035 (hereinafter referred to as the "Local Share Partner"), and shall remain in full force and effect for the period from April 1, 2007, until June 30, 2027.

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the "Measure"); and

WHEREAS, the Measure provided that \$44 million from bond proceeds be expended by local parks providers for specified projects; and

WHEREAS, the Local Share Partner is a local government jurisdiction who has received approval for funding for projects as specified in the Measure; and

WHEREAS, Metro and the Local Share Partner desire to enter into this Agreement to provide for funding of the Local Share Partner's projects subject to terms and conditions as provided for in the Measure;

NOW THEREFORE, the parties agree as follows:

1. Declaration of Projects

Metro hereby approves the project proposals described in the "Local Share Project List," attached hereto as Attachment A to this Agreement (each individual proposal on the Local Share Project List is referred to hereinafter as a "Project"), and Metro authorizes the Local Share Partner to proceed with Projects on the Local Share Project List in accordance

with Attachment A. All real property interests acquired pursuant to this Agreement shall be held in the name of the Local Share Partner.

2. Funding

Metro's financial obligation under this Agreement is limited to \$10,507. Payment of funds by Metro to the Local Share Partner is subject to the procedures set forth in the "Procedures for Payment of Funds By Metro," attached hereto as Attachment B to this Agreement.

3. Funding Limitations

A. The sole purpose of this Agreement is to implement the Measure by funding Projects on the Local Share Project List. Except as described in Section 4 with respect to Metro's provision of property acquisition technical services, Metro shall have no obligations under this Agreement other than for the payment of funds pursuant to the procedures described in Attachment B to this Agreement.

B. Except as described in Section 4 with respect to Metro's provision of property acquisition technical services, Metro shall have no supervisory responsibility regarding any aspect of any Project and Metro neither intends nor accepts any direct involvement in any Project that can or could be construed to result in supervisory responsibility during the course of the Project. Upon completion of a Project and payment of funds, as provided for in Attachment B, Metro shall have no further obligations.

C. The Local Share Partner shall comply with this Agreement, the provisions of the Measure, and the Local Share Guidelines attached as Attachment C to this Agreement.

D. Metro shall not be obligated to make any payments or reimbursements pursuant to this Agreement that were incurred by the Local Share Partner prior to the Effective Date of this Agreement.

E. Metro shall not reimburse the Local Share Partner for any administrative costs, including staff, overhead and indirect costs, in excess of ten percent (10%) of the cost of a Project.

4. Land Acquisitions Technical Assistance

Provided that the Local Share Partner agrees to the terms of a separate "Land Acquisition Services" intergovernmental agreement ("IGA") with Metro substantially similar to the IGA attached as Attachment D to this Agreement prior to April 1, 2007, Metro shall provide the Local Share Partner with technical assistance regarding real estate negotiation and

related due diligence services for any Project that calls for real property acquisitions. Metro shall provide such technical assistance as provided in such Land Acquisition Services IGA and subject to the availability of Metro staff and resources as determined by Metro at its sole discretion. Metro's obligation to provide such technical services pursuant to such Land Acquisition Services IGA may be extended beyond the initial term of such IGA with the mutual written consent of Metro and the Local Share Partner.

5. Projects Not on the Local Share Project List

The Local Share Partner may substitute a different Project for a Project described in Attachment A, or may add a new Project, only if the following conditions are met:

- A. The Local Share Partners, through its governing body, finds that one or more of the Projects described in Attachment A have become degraded, are cost prohibitive, or are otherwise unfeasible, or that a Project can be accomplished for less funds than estimated, thereby making such savings available for use in a new Project;
- B. The Local Share Partner, through its governing body, shall conduct a public process, including holding a public meeting in accord with its adopted public meeting procedures, and determine the substitute or new Project consistent with the provisions of the Measure and Attachment C (this provision may be satisfied during the course of the Local Share Partner's capital improvement plan or budgeting process); and
- C. The substitute or new Project is subject to administrative approval by Metro's Regional Parks and Greenspaces Department Director, and such approval shall not be unreasonably withheld.

6. Increasing Spending on a Project on the Local Share Project List

The Local Share Partner may spend more on a Project than the Project cost described in Attachment A only if the following conditions are met:

- A. The Local Share Partner, through its governing body, finds that the Project described in Attachment A will cost more than anticipated, but that it remains a priority Project;
- B. The Local Share Partner, through its governing body, shall conduct a public process, including holding a public meeting in accord with its adopted public

meeting procedures, and determine that increasing the allocated spending on the Project is consistent with the provisions of the Measure and Attachment C (this provision may be satisfied during the course of the Local Share Partner's capital improvement or plan budgeting process); and

- C. The increase in spending on the Project is subject to administrative approval by Metro's Regional Parks and Greenspaces Department Director, and such approval shall not be unreasonably withheld.

7. Term

Metro's obligation to provide funds pursuant to this Agreement shall terminate March 31, 2012, and all other provisions of this Agreement shall terminate on June 30, 2027. It is the intent of the parties for the Local Share Partner to have completed the Project, and for all Metro funding obligated under this Agreement to have been paid, prior to March 31, 2012. Metro's obligation to provide funds may be extended by mutual written consent of Metro and the Local Share Partner. The provisions of Sections 8, 9, 10 and 11 shall continue in effect after the Local Share Partner's completion of any Project pursuant to this Agreement.

8. Limitations on Use of Property

A. Acquired Real Property and Associated Buildings and Improvements.

All real property acquired by the Local Share Partner with funding provided by Metro pursuant to this Agreement shall be maintained as parks, open space, natural areas, or trails. The Local Share Partner may not sell or otherwise authorize use of such property pursuant to this Agreement in a manner inconsistent with the intended and stated purposes of the Measure, that is, for a use other than as parks, open space, natural areas, trails or other uses associated with use of such property as parks, open space, natural areas or trails (e.g., when a de minimis portion of such property is required to be put to another use, such as for a road dedication, as part of a land use review proceeding initiated to use the overall property consistent with the intended and stated purposes of the Measure), unless the Local Share Partner complies with all of the following conditions:

- (1) The Local Share Partner's decision to sell or use the property in a manner inconsistent with the intended and stated purposes of the Measure is the result of unforeseen circumstances;

- (2) The Local Share Partner's intent, at the time it purchased the property, was to use it in a manner consistent with the intended and stated purposes of the Measure, that is, for a use as a park, open space, natural area, or trail;
- (3) The Local Share Partner provides Metro 180 days advance written notice of its intent to authorize the change in use or the sale of the property to a third party;
- (4) The Local Share Partner holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, prior to making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections 8(A)(1) through (4) of this Agreement have been satisfied and that the Local Share Partner has satisfied or will satisfy its obligations as described in subsections 8(A)(5) and (6) of this Agreement;
- (5) Metro has approved the Local Share Partner's determination of the appraisal value of the property pursuant to the following steps:
  - i. At least 90 days prior to making a final decision to change the use of, or sell, the property, the Local Share Partner shall provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time the Local Share Partner purchased the property. Such appraisal shall not be subject to any other extraordinary assumptions; and
  - ii. Not later than 60 days after receiving the appraisal obtained by the Local Share Partner, Metro shall inform the Local Share Partner whether Metro has approved the appraisal, which decision shall be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review shall include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro shall inform the Local Share Partner the reasons for not approving the appraisal and the Local Share Partner may resubmit a revised appraisal

- to Metro pursuant to subsection 8(A)(5)(i) of this Agreement; and
- (6) Within 180 days after selling the property or authorizing the change in use of the property, the Local Share Partner shall apply toward completion of a Project listed on Attachment A, or a substitute Project selected consistent with the provisions of Section 5 of this Agreement, an amount equal to the greater of either (a) the appraisal value of the property, as determined pursuant to subsection 8(A)(5) of this Agreement, or (b) the amount of Measure funding that Metro provided to the Local Share Partner to purchase the property.

B. Construction of Buildings or Other Improvements.

All buildings and other improvements constructed by the Local Share Partner using funding provided by Metro pursuant to this Agreement shall be maintained for use in conjunction with parks, open space, natural areas, or trails. The Local Share Partner may not sell or otherwise authorize use of such buildings or improvements pursuant to this Agreement in a manner inconsistent with the intended and stated purposes of the Measure, that is, for a use other than in conjunction with parks, open space, natural areas, or trails, unless it complies with all of the following conditions:

- (1) The Local Share Partner's decision to sell or use such buildings or improvements in a manner inconsistent with the intended and stated purposes of the Measure is the result of unforeseen circumstances;
- (2) The Local Share Partner's intent, at the time it constructed such buildings or improvements, was to use them in a manner consistent with the intended and stated purposes of the Measure, that is, for a use in conjunction with a park, open space, natural area, or trail;
- (3) The Local Share Partner provides Metro 180 days advance written notice of its intent to authorize the change in use or the sale of such buildings or improvements to a third party;
- (4) The Local Share Partner holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, prior to making a final decision to sell or change the use of such buildings or



improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections 8(B)(1) through (4) of this Agreement have been satisfied and that the Local Share Partner has satisfied or will satisfy its obligations as described in subsections 8(B)(5) and (6) of this Agreement;

- (5) Metro has approved the Local Share Partner's determination of the appraisal value of such buildings or improvements pursuant to the following steps:
  - i. At least 90 days prior to making a final decision to sell or change the use of such buildings or improvements, the Local Share Partner shall provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. Such appraisal shall not be subject to any extraordinary assumptions; and
  - ii. Not later than 60 days after receiving the appraisal obtained by the Local Share Partner, Metro shall inform the Local Share Partner whether Metro has approved the appraisal, which decision shall be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review shall include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro shall inform the Local Share Partner the reasons for not approving the appraisal and the Local Share Partner may resubmit a revised appraisal to Metro pursuant to subsection 8(B)(5)(i) of this Agreement; and
- (6) Within 180 days after selling such buildings or improvements or authorizing the change in use of such buildings or improvements, the Local Share Partner shall apply toward completion of a Project listed on Attachment A, or a substitute Project selected consistent with the provisions of Section 5 of this Agreement, an amount equal to the greater of either (a) the appraisal value of such buildings or improvements, as determined pursuant to subsection 8(B)(5) of this Agreement, or (b) the amount of Measure funding that Metro provided to the Local Share Partner to construct such buildings or improvements.

improvements.

9. Oregon Constitution and Tax Exempt Bond Covenants

The Local Share Partner acknowledges that Metro's source of funds for this Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The Local Share Partner covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event the Local Share Partner breaches this covenant, the Local Share Partner shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for any Projects funded under this Agreement that resulted in the Local Share Partner's breach of its covenant described in this section.

10. Funding Recognition

The Local Share Partner shall recognize and document on-site, for each Project whether an acquisition or a capital improvement, and in any publications, media presentations, or other presentations referencing such Project that are produced by or at the direction of the Local Share Partner, that funding for the Project came from the Metro Natural Areas Bond Measure. Such recognition shall comply with the recognition guidelines detailed in Attachment E to this Agreement.

11. Mutual Indemnification

The Local Share Partner shall indemnify and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the Local Share Partner or the Local Share Partner's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify and hold the Local Share Partner and the Local Share Partner's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the

performance of this Agreement by Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

12. Termination for Cause

A. Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines, in its sole discretion, that the Local Share Partner has failed to comply with any provision of this Agreement and is therefore in default. Metro shall promptly document such default and notify the Local Share Partner in writing of Metro's determination as required in Section 12 of this Agreement, below.

Notwithstanding any termination for cause, the Local Share Partner shall be entitled to receive payments for any work completed or for which the Local Share Partner was contractually obligated on the date that Metro provided written notice of default, except that Metro shall not be obligated to make any payment other than for work specifically provided for in this Agreement.

B. Prior to termination under this Section 12 of this Agreement, Metro shall provide the Local Share Partner with written notice of default that describes the reason(s) that Metro has concluded that the Local Share Partner is in default and includes a description of the steps that the Local Share Partner shall take to cure the default. The Local Share Partner shall have 90 days from the date of the notice of default to cure the default. In the event the Local Share Partner does not cure the default within 90 days, Metro may terminate all or any part of this Agreement. Metro shall notify the Local Share Partner in writing of the reasons for the termination and the effective date of the termination, which shall not be earlier than 90 days from the date of the notice of default. The Local Share Partner shall be entitled to receive payments for any work completed, including any contractual obligations entered, after the date of the notice of default and before the date that Metro provided written notice of termination, provided that such work or contractual obligations were undertaken by the Local Share Partner in a good faith effort to comply with one of the steps to cure the default described by Metro in the notice of default, except that Metro shall not be obligated to make any payment other than for work specifically provided for in this Agreement.

C. The Local Share Partner shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

D. If, after notice of termination, Metro agrees or a court finds that the Local Share Partner was not in default or that the default was excusable, such as due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of the Local Share Partner, Metro shall allow the Local Share Partner to continue work, or both parties may treat the termination as a joint termination for convenience whereby the rights of the Local Share Partner shall be as outlined as provided in Section 13 of this Agreement.

13. Joint Termination for Convenience

Metro and the Local Share Partner may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective upon ten (10) days written notice of termination issued by Metro subject to that mutual agreement. Within 30 days after termination pursuant to this provision, the Local Share Partner shall submit an itemized invoice for all unreimbursed Project work completed before the effective date of termination. Metro shall not be liable for any costs invoiced later than 30 days after termination; provided, however, that Metro may reimburse additional costs, at Metro's sole discretion, if Metro reasonably determines that the delay was due to factors beyond the Local Share Partner's control.

14. Project Records, Audits, and Inspections

A. The Local Share Partner shall maintain comprehensive records and documentation relating to any Project for which it seeks payment from Metro pursuant to this Agreement, including, without limitation, the establishment and maintenance of books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of any nature that the Local Share Partner incurred or anticipated to be incurred for the performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project, including any substitute Project selected consistent with Section 5 of this Agreement.

B. The Local Share Partner shall maintain all fiscal Project Records in accordance with generally accepted accounting principles. In addition, the Local Share Partner shall maintain any other records necessary to clearly document:

- (1) The Local Share Partner's performance of this Agreement, including but

not limited to the Local Share Partner's compliance with the Agreement, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions;

- (2) Any claims arising from or relating to the performance of the Local Share Partner under this Agreement or any public contract entered into by the Local Share Partner that is related to this Agreement;
- (3) Any cost and pricing data relating to this Agreement; and
- (4) Payments made to all suppliers and subcontractors engaged in any work for the Local Share Partner related to this Agreement.

C. The Local Share Partner shall maintain Project Records for the longer period of either (a) six years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement, which date is provided in Section 7 of this Agreement, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that commences within six years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement.

D. The Local Share Partner shall make Project Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Local Share Partner agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. Such costs paid by the Local Share Partner to Metro for inspection, auditing, examining and copying such records shall not be recoverable costs in any legal proceeding.

E. The Local Share Partner authorizes and permits Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and Project Records of the Local Share Partner, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any requirements of this Agreement.

Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of Section 14(F) of this Agreement.

F. The Local Share Partner agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and the Local Share Partner, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. The Local Share Partner agrees that in the event such Project Records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Local Share Partner shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due to the Local Share Partner from Metro.

15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this section shall be construed as limiting the Local Share Partner's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

16. Law of Oregon, Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that the Local Share Partner and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement, other than reimbursement requests required pursuant to Attachment B, shall be addressed to the other party's representative(s) designated in this Section of this Agreement and shall be deemed provided (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or

(c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

Local Share Partner's Designated Representative(s): [insert name(s) and address(es)]

Larry Barrett  
City Manager  
City of Rivergrove  
PO Box 1104  
Lake Oswego, Oregon 97035  
Tel: (503) 639-6919  
[lb@hevanet.com](mailto:lb@hevanet.com)

Metro's Designated Representatives:

Natural Areas Bond Program Manager  
Metro Regional Center  
600 N.E. Grand Ave.  
Portland, OR 97232  
Fax (503)-797-1849

with copy to:

Office of Metro Attorney  
600 N.E. Grand Ave.  
Portland, OR 97232 Fax  
(503) 797-1792

18. Assignment

The Local Share Partner shall not assign any of its responsibilities under this Agreement without prior written consent from Metro, which shall not be unreasonably withheld, except that the Local Share Partner may delegate or subcontract for performance of any of its responsibilities under this Agreement.

19. Severability

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

20. Entire Agreement; Modifications

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

CITY OF RIVERGROVE

METRO

*William K Tittle*

*Michael Jordan*

Signature

Michael Jordan

Print Name: WILLIAM K TITTLE JR

Metro Chief Operating Officer

Title: MAYOR

Date: 03/01/10

Date: 3/17/10



Local Share Project List for  
**City of Rivergrove**

*Project Name:*

Boat ramp and park capital improvements

*Project Description:*

Walking trail and landscaping improvements with a lockable gate for the boat ramp.

*Project Funds Required (including other funding sources, if any):*

\$10,507 Local Share

*Project Timeline:*

Fall 2009

*Project Location:*

The project is located in Rivergrove Park

*Project Contact Information:*

~~Larry Barrett~~ Rich Refvem  
City Manager  
City of Rivergrove  
PO Box 1104  
Lake Oswego, Oregon 97035  
~~503-639-6919~~ 503.807.5560  
~~lb@heyanet.com~~ richr2002@gmail.com

## Attachment B

### PROCEDURES FOR PAYMENT OF FUNDS BY METRO NATURAL AREAS BOND PROGRAM LOCAL SHARE

Metro has committed to pay to local jurisdictions (Local Share Partners) amounts specified for approved projects under the local share component of the 2006 Natural Areas Bond Measure. Under the Measure, funds must be expended on projects for acquisition and capital construction and improvements that result in the creation or acquisition of a capital asset, consistent with generally accepted accounting principles. For purposes of reimbursement, all of the following also apply:

- Capital cost may include not only the purchase price or cost of construction, but also any other costs incurred to place the asset in its intended location and condition for use;
- Each project shall be an improvement to non-federal, publicly owned property, or, in the case of acquisition, the ownership of the property shall be by a non-federal public agency or jurisdiction;
- Each project shall be real property (including buildings on such real property) or a building or other tangible improvement to real property, not intellectual or other intangible property; and
- The Local Share Partner shall properly record the acquisition or improvement as an asset in the jurisdiction's audited financial statements, and the accounting treatment for this project shall be consistent with the Local Share Partner's treatment of other similar transactions.

Examples of potentially eligible costs include the following, provided that they are costs that can be capitalized under generally accepted accounting principles:

- Legal and title fees
- Closing costs (including escrow fees and recording fees)
- Negotiation costs
- Due diligence costs (including costs of appraisals, land surveys and environmental investigations)
- Land preparation costs
- Demolition cost (associated with new construction)
- Architect and engineering fees
- Insurance premiums during the construction phase
- Transportation and freight charges
- Staff overhead costs, meeting federal guidelines under the Single Audit Act of 1984, which are directly related to the acquisition of a natural area asset.

Payments to Local Share Partners will be processed as reimbursement for costs incurred and paid by the Local Share Partner. Only in the case of land acquisition will transfers be made prior to expenditure, with said transfer into escrow accounts for land acquisition transactions.

Prior to any reimbursement or transfer of funds to escrow the Local Share Partner must sign a designation of signature authority form.

### ***REIMBURSEMENT PROCEDURES***

**For each request for reimbursement, the Local Share Partner shall provide to Metro:**

- A completed Request for Release of Funds, signed by an authorized representative of the Local Share Partner certifying appropriateness of the charges,
- A schedule of charges being submitted for reimbursement including the name of the vendor or person who was paid, description of charge and amount, and
- Applicable documentation to support the schedule of charges, including copies of invoices, statements, receipts, payroll reports, and/or other evidence of expenditures incurred.

Such documents shall be submitted to:

Local Share Coordinator  
Metro Regional Parks and Greenspaces  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

**Upon Metro's receipt of a request for reimbursement:**

- Metro's Local Share Coordinator shall review the submitted documents and recommend approval for payment to the Program Director, or request additional information from Local Share Partner as needed.
- Metro Accounts Payable will process a reimbursement check to the Local Share Partner within thirty (30) days of the date of receipt of completed reimbursement documents by Metro. All reimbursements will be made payable to the Local Share Partner jurisdiction. Reimbursement may be by electronic funds transfer, warrant or check.

### ***ESCROW TRANSFER PROCEDURES***

If the Local Share Partner requires a wire transfer of funds to escrow to complete land acquisition transactions, a wire transfer information request form must be completed. A preliminary closing statement that details the price of the property and all related closing costs should be included to document each request submitted.

Funds will be transferred as required within five business days of written or faxed notice submitted to the attention of:

## Attachment C

### Local Share Guidelines

The Metro Council established these Local Share Guidelines with its adoption of Metro Resolution No. 06-3672B, which resolution submitted the Measure to the voters of the Metro region. As provided in Exhibit B to that resolution, only agencies that were public park providers as November 6, 2006 are eligible to receive funds. Funds from the bond measure shall not be used to replace local funds on any project and funds from the bond measure should be used to leverage other sources of revenue when possible. Local share funds should be used to the greatest extent possible to fund new projects and not pay agency overhead or indirect costs. In no event shall the staff, overhead and indirect costs on local share projects exceed 10% of the cost of any project. In addition, such funds may be expended only on projects related to natural areas or acquisition of land for natural areas, open space, parks or trails, including:

#### Real Property Acquisition:

- Fee Simple (or easement) purchase of real property for use as parks, open space, natural areas, or trails, including natural areas, wildlife and trail corridors identified in the Metropolitan Greenspaces Master Plan, the Regional Greenspaces System Concept Map (adopted 2002), the Regional Trails Plan Map (adopted 2002), the Nature in Neighborhood Map (Fish & Wildlife Habitat Protection Program, Resource Classification Map), and locally determined significant natural areas, neighborhood and pocket parks, wildlife habitat and trail corridors.

#### Capital Improvement Projects:

- Restoration or enhancement of fish and wildlife habitat.
- Improvements to existing parks to enhance the integrity of habitat and increase natural plantings.
- Improvements to existing natural area amenities to provide universal access to the public (meets Americans with Disabilities Act requirements).
- Public use facilities such as trailheads, rest rooms, picnic tables and shelters, children's play areas, viewing blinds, water systems, camp sites and barbecue pits, fishing piers, associated accessories such as information signs, fences, security lighting, and circulation facilities (i.e., entry, egress and circulation roads, parking areas).
- Environmental education structures or accessories (e.g., nature centers and/or interpretive displays).
- Trail design, engineering, construction and landscaping.

\*\*\*\*\*

**Attachment D**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE LOCAL SHARE PARTNER and METRO  
FOR LAND ACQUISITION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), entered into under the provisions of ORS chapter 190 and effective on the date the IGA is fully executed (the "Effective Date"), is entered into by and between the \_\_\_\_\_, located at \_\_\_\_\_ ("Local Share Partner") and Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736 ("Metro").

**RECITALS**

WHEREAS, the goal of this IGA is for Metro to provide land acquisition services for the Local Share Partner for acquisitions pertaining to the 2006 Natural Areas Bond Measure (the "Measure");

WHEREAS, the Local Share Partner has executed an intergovernmental agreement with Metro pertaining to the Local Share Component of the Measure;

WHEREAS, the Local Share Partner is involved in various projects that require land acquisition and due diligence services in relation to parcel and easement purchases;

WHEREAS, the Local Share Partner does not have the in-house staff to perform these land acquisition and due diligence services;

WHEREAS, Metro has determined that there is available Metro staff capacity within the existing Natural Areas Work Plan to provide limited technical assistance to the Local Share Partner for land acquisition and due diligence services; and

WHEREAS, the purpose of this IGA is to identify the responsibilities and compensation for land acquisition and due diligence services to be provided by Metro to Local Share Partner;

NOW THEREFORE, the parties agree as follows:

**1. SCOPE OF METRO'S SERVICES**

Metro shall provide to Local Share Partner services as shown in the attached Scope of Work (Exhibit A). In addition, each project shall require a project specific scope of work (consistent with this IGA) and a written notice to proceed from Local Share Partner prior to Metro commencing work. Local Share Partner shall be entitled to copies of all products prepared by Metro hereunder, upon request, including but not limited to due

6. MUTUAL INDEMNIFICATION

The Local Share Partner shall indemnify and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the Local Share Partner or the Local Share Partner's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify and hold the Local Share Partner and the Local Share Partner's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

7. FUNDS

Local Share Partner shall be responsible for insuring that sufficient funds are available for each Project.

8. PROJECT MANAGER

Each party designates the following as its representative for purposes of administering this IGA:

Local Share Partner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Metro: Natural Areas Bond Manager  
Metro Regional Center  
600 NE Grand Avenue  
Portland, OR 97232

Either party may change its designated representative by giving written notice to the other as provided in Section 13.

9. The laws of the state of Oregon shall govern this IGA and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this IGA. Specifically, it is a condition of this Agreement that

the Local Share Partner and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

10. SEVERABILITY

If any covenant or provision in this IGA shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this IGA.

11. ENTIRE AGREEMENT

This IGA constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to this IGA. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties.

12. NOTICES

Except as specifically otherwise provided in this IGA, any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested and addressed to the representative designated in Section 9. Either party may change its address by notice given to the other in accordance with this paragraph.

13. ARBITRATION

Any controversy regarding the terms and conditions of this IGA shall be submitted to arbitration. Any party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent that party and the two arbitrators shall immediately select a third impartial person to complete a three member arbitration panel. If the two arbitrators cannot agree within 15 days on the third arbitrator, then either party may petition the Presiding Judge of the Multnomah County Circuit Court to select the third arbitrator. The panel shall conduct the arbitration in accordance with the provisions of ORS Chapter 33, or the corresponding provisions of any such future law. The arbitrator(s) shall assess all or part of the cost of the arbitration, including attorney fees, to any or all parties.

LOCAL SHARE PARTNER:

METRO:

By: WILLIAM K TUTTLE II  
Print Name:

By: \_\_\_\_\_  
Michael Jordan, Chief Operating Officer

Date: 03/01/10

Date: \_\_\_\_\_

By: Jeri Richards  
Print Name

By: \_\_\_\_\_  
Jim Desmond, Parks Director

Date: 3/1/10

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
for the Local Share Partner, Oregon

By: \_\_\_\_\_  
Paul A. Garrahan  
Senior Assistant Metro Attorney

M:\attorney\confidential\16 BondMeas.2006\2006 Local Share IGA Att D acquisition services IGA 011007.doc



**Exhibit A**  
**Land Acquisition Services IGA**

**SCOPE OF WORK**

**TASK 1      Local Share Partner Preliminary and General Services**

**Objective:**    Initiate project and facilitate mutual understanding of the project scope.

**Description:** Meet with Metro real estate negotiator on a project-by-project basis, to confirm roles, responsibilities and expectations for each specific project in relation to the IGA. Establish clear lines of communication. Discuss project goals and identify specific concerns. Review the project and the land acquisition schedule.

**Local Share Partner Products:**

Provide project-specific goals, target properties, budget and desired schedule, including key project deadlines and milestones. Schedule and host initial project meeting. Provide the names and addresses of the owners of targeted properties, and tax identification information for such properties. Provide direction as appropriate. Information to be provided includes:

- Written description of the target property, property contact information (including history of communication), specific approval schedule, deadlines, authorization procedures, and required communication procedures.
- Whether review by the Local Share Partner's attorney is required, and, if so, the points during the project timeline when such review must occur.
- Whether and when approval(s) by the Local Share Partner's governing body is required. Describe the process and estimated time lines for such approval(s).
- A completed Signature Authority form provided by Metro.
- Identification of any other approval(s) or review periods that the Local Share Partner will require.

**TASK 2      Metro Negotiation and Related Services**

**Objective:**    Conduct "willing seller" land acquisition negotiations with the purpose of acquiring properties targeted by the Local Share Partner for land acquisition services. When directed in writing by Local Share Partner, conduct such land acquisition negotiations in accord with federal acquisition guidelines.

**Description:** Metro will perform land acquisition negotiations. Steps to be taken include the following activities:

- 2.1      Setup negotiation files to preserve documents and a record of the negotiations.

- 2.2 Setup and maintain diaries documenting property owner(s) contacts.
- 2.3 Prepare the appropriate documents for review by the Local Share Partner's Project Manager and attorney, including, but not limited to, Metro's standard form Agreement of Purchase and Sale, modified or supplemented with property specific detail, deeds, easements, legal descriptions and other documents and instruments, as needed.
- 2.4 Prepare offer letters and other communications required to establish contact with property owner(s).
- 2.5 Explain the offer to the property owner(s) or a representative and provide an understanding of the land acquisition process.
- 2.6 Comply with federal and state acquisition and relocation guidelines and requirements, when directed in writing to do so by the Local Share Partner.
- 2.7 Advise and coordinate with the Local Share Partner's Project Manager.

**Metro Products:**

Maintain property specific negotiation files including diaries, offer letters, and documentation of other communications. Transaction specific preparation of the Purchase and Sale Agreement, and other documents, as requested. Provide negotiation files to Local Share Partner upon request.

**TASK 3 Metro Due Diligence Services**

**Objective:** Perform due diligence substantially satisfying the standards set forth in Metro's Natural Areas Implementation Workplan.

**Description:** Metro will conduct due diligence in good faith and as Metro determines necessary at its sole discretion. Steps to be taken may include the following activities:

- 3.1 Obtain an independent MAI appraisal of the proposed acquisition property subject to no extraordinary assumptions and confirmed by an appraisal review conducted in accordance with USPAP and general appraisal standards. Alternatively, if the Seller obtains an independent MAI appraisal, then Metro shall obtain an appraisal review of Seller's appraisal, conducted in accordance with USPAP and general appraisal standards, and such appraisal review must verify the accuracy of Seller's appraisal, including confirming that it is subject to no extraordinary assumptions.

- 3.2 Paralegal review of title reports, title exception documents, vesting deed, existing surveys, plats, legal description and other documents.
- 3.3 Perform a site visit and visual inspection of boundaries and access; identify possible hazards, unrecorded easements, and trespassers.
- 3.4 Obtain a Phase I Environmental Assessment and conduct further environmental investigation only if necessary to conduct "All Appropriate Inquiry" into the environmental condition of the Property, in accord with the Standards and Practices for All Appropriate Inquiry set forth in the Code of Federal Regulations, Chapter 40, Part 312.
- 3.5 Obtain survey services for a land use application or to resolve uncertainties as to property lines or easement location.
- 3.6 Obtain land use approvals if required under the Purchase and Sale Agreement.
- 3.7 Provide Metro Attorney review of documents. The Metro Attorney shall advise Metro negotiators regarding their work under this Agreement and shall oversee Metro's due diligence work, but shall not provide legal advice directly to the Local Share Partner. If the Local Share Partner feels it needs legal advice regarding any matter it shall seek such advice from its own attorney.

**Metro Products:**

Due diligence conforming substantially to Metro Natural Areas Implementation Workplan standards. Copies of all pertinent legal documents will be provided as appropriate.

**Local Share Partner Products:**

Local Share Partner's Project Manager and attorney review, direction of the due diligence process, review and approval of the closing checklist.

**TASK 4 Metro Purchase and Closing Services/Escrow Liaison**

**Objective:** Conduct escrow and closing services.

**Description:** Metro shall perform the following services in good faith and as Metro determines necessary at its sole discretion:

- 4.1 Communicate with property owners, or their representatives, in a timely and professional manner.
- 4.2 Open escrow.

- 4.3 Prepare escrow instructions.
- 4.4 Place documents in escrow.
- 4.5 Coordinate payments to Title/Escrow Company related to closing.
- 4.6 Assist in obtaining releases, if necessary.
- 4.7 Review closing statements, escrow instructions, title insurance policies, and vesting documents, and make recommendations to Local Share Partner or work with the title company to correct errors.
- 4.8 Deliver documents for recording and track the recording process to ensure that recording has occurred.

**Metro Products:**

Escrow instructions, Escrow account setup, documents placed in escrow, payment coordination, closing statements, recorded documents. Provide recorded documents to Local Share Partner with recording numbers.

**Local Share Partner Products:**

Local Share Partner's Program Manager and attorney review of closing documents and instruments. Provide documentation to authenticate that the individual signing all closing documents has authority to sign on behalf of the Local Share Partner.

\*\*\*\*\*

## Attachment E

### Funding Recognition

As provided in this document, the Local Share Partner shall recognize that funding to complete the project was provided from the Metro 2006 Natural Areas Bond Measure. Such project recognition shall be included in and on on-site documentation, any published final products and visual presentations, web site information, collateral materials, newsletters, and press releases.

At or before project completion of a project, signage shall be installed at the project site in prominent and highly visible locations near each primary public access point or viewing access area (but not located in a manner that would have a detrimental impact on any natural area viewshed) to acknowledge Metro's funding of the project and any other project partners (as necessary) that have provided project funding. Signage shall be either:

- a. A standard, free-standing sign provided by Metro, which Metro shall make available to Local Share Partners upon request; or
- b. Inclusion of Metro's logo and script in other signage, with Metro's logo and script of a size in comparable proportion to the relative amount of funding provided by the Metro Bond Measure for the project being recognized, in relation to other agencies recognized on such signage. In no event, however, must Metro's logo and script be larger than the logo and script of the Local Share Provider. Metro shall make its graphics available upon request.

When the project is opened to the public, the Local Share Partner shall plan and hold at least one community/media event to publicize the project and its relationship to the Metro 2006 Natural Areas Bond Measure. The Local Share Partner agrees to provide the Metro Natural Areas Program Manager with written notice of such event at least three weeks prior to the scheduled event in order to coordinate with and allow for participation by Metro staff and elected officials.

At least once during the term of the Agreement, the Local Share Partner shall hold a public meeting with members of the Local Share Partner's governing body, at which the Local Share Partner shall recognize the Local Share Partner's partnership with Metro to complete the Local Share Partner's Bond Measure-funded projects. The Local Share Partners shall provide the Metro Natural Areas Program Manager with written notice of such public meeting at least three weeks prior to the scheduled event in order to coordinate with and allow for participation by Metro staff and elected officials.

\*\*\*\*\*

**City of Rivergrove  
Charter Amendment**

Chapter X  
Protection of Parks

**Section 47:** The City of Rivergrove recognizes the value and importance of its parks and natural areas for the health, well-being, and enjoyment of its residents and visitors. The City shall preserve, protect, and maintain its parks and natural areas in accordance with the City's Comprehensive Plan, Park Master Plan, and other applicable plans and policies.

(a) No park, natural area, ~~or green space owned or controlled~~ ~~or within the boundaries of~~ ~~by~~ the City shall be sold, leased, transferred, exchanged, or otherwise disposed of, in whole or in part, without the prior approval of a majority of the City of Rivergrove electorate voting on the question at a regular election.

**Commented [1]:** This would suggest that we can restrict the sale or transfer of privately owned undeveloped property in the city and we can't do that.

(b) No park, natural area, ~~or green space owned or controlled~~ ~~or within the boundaries of~~ ~~by~~ the City shall be developed, or changed in use, in whole or in part, without the prior approval of a majority of the City of Rivergrove electorate voting on the question at a regular election.

For the purposes of this section, the City ~~Council~~ may ~~complete maintenance or improvements to maintain and improve~~ current parks, natural areas, or green spaces ~~which that~~ are owned or controlled by the City of Rivergrove ~~for their continued use as parks, natural areas, or green spaces.~~

(c) ~~Prohibit the~~ ~~The~~ installation of communication towers or any other structure designed to transmit or receive wireless or wired signals including but not limited to cell towers, radio antennas, and satellite dishes ~~is prohibited in any park, natural area or green space owned or controlled by the City.~~ This includes adding such devices to existing utility poles located within ~~our~~ ~~any~~ park, natural areas or green spaces. Additionally, no communication tower or related device shall be installed within a 300-foot radius of any city park, natural area, or green space property owned or controlled ~~by the City.~~ This buffer zone ensures that these sensitive areas remain free from visual and electromagnetic interference. This section excludes home amateur radio towers which operate on a frequency between 420 – 1.8 Mhz often called "Ham Radio" and are operated by a property owner within the City of Rivergrove.

(d) The City of Rivergrove boat ramp, located ~~at the end of Rivergrove Lane across Dogwood Drive from Lloyd Minor Park,~~ is ~~hereby designated~~ a park and natural area owned and controlled by the ~~eCity for purposes of this Chapter.~~ The City of Rivergrove boat ramp shall be open to the public for all current uses, which include and are not limited to, launching motorized and non-motorized boats and other personal flotation devices, fishing, and swimming. No City ordinance, resolution or rule may limit the number of users or type of users

**Commented [2]:** I'm not aware of any Rivergrove Lane, and am assuming that this is the correct location. If I'm wrong, and Rivergrove Lane is a better way of locating the boat ramp, change it back.

that may use ~~thise City of Rivergrove~~ boat ramp ~~in any way~~. ~~The operating hours~~~~The City of Raivergrove boat ramp shall remain open for use for at least the following times: will be~~ 8 am - 9 pm from May 1st – October 31st; 8am - 8 pm from November 1<sup>st</sup> – April 30<sup>th</sup>.

(e) ~~The City shall maintain Park~~~~parks~~, natural areas and green spaces ~~owned or controlled by the City to ensure that they remain~~~~maintenance will be performed by the City of Rivergrove to keep public spaces~~ clean, safe and functional. Routine ~~Park~~ maintenance ~~of these areas~~ is important to ensure the safety of parkgoers, protect investment and enhance the quality of life for residents of Rivergrove. The City of Rivergrove will maintain these spaces which will include but not limited to the following activities.

1. Landscaping: Mowing, trimming, pruning, removing landscape debris or dead vegetation along with removing invasive species. Ensure~~ing~~ that public parks, natural areas and green spaces are kept in a usable condition and not allowed to become overgrown with vegetation.
2. Cleaning: ~~This includes~~ removing garbage, ~~and~~ litter ~~and~~, ~~as well as~~ removing graffiti and other signs of vandalism.
3. General infrastructure maintenance: ~~This includ~~~~es~~ing repairing, ~~and~~ replacing broken amenities, ~~including~~, but not limited to, playground equipment, picnic tables, ~~and~~ benches, ~~also along with including~~ repairing or replacing concrete and paved surfaces. ~~This section may include adding amenities which improve the functionality of an already installed amenities.~~

(f) Notwithstanding any other provision of this chapter, the City Council may issue an emergency order to alter any aspect of the operation of a park, natural area or green space, in whole or in part, for the purpose of protecting the public health, safety, or welfare, ~~or~~ in response to a natural disaster, a public health emergency, or any other imminent threat or danger. Such an emergency order shall be effective for no longer than 48 hours, unless extended by a super majority vote of all elected or appointed City Council members at a public notice meeting. The City Council shall provide a written justification for the issuance and extension of any emergency order under this section and shall make reasonable efforts to notify and inform the public of the emergency order and its impacts. No emergency order may extend beyond 45 days.

~~(g) This chapter will not apply to any park, natural area or green space improvement which is currently in design by the City of Rivergrove under the supervision of the City Council or subject to a valid contract, agreement or obligation entered by the City before the effective date of this Chapter.~~

~~(hg) The City of Rivergrove shall ensure that the any changes to a park, natural area, or green space owned or controlled by the City are following our~~~~are consistent with the City's~~

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comprehensive plan and; park master plan and that they have been reviewed by the park advisory committee prior to asking being submitted for approval of a majority by the citizens of the City of Rivergrove electorate.

(ih) When the public sewer is extended within the City of Rivergrove, a pumping station(s) or other sewer facilities, including underground lines, may be allowed in the park, natural area or green space owned or controlled by the City. Locations of any such facility shall be chosen to minimize the interference with the use of the park, natural area, green space or residential property.

(ji) This Chapter shall take effect on the date of its adoption by the voters of the City of Rivergrove.

(kj) Enforcement and Penalties

1. Violation of this Chapter shall result in the removal of the offending structure.
2. If any court of competent jurisdiction finds that the City of Rivergrove or agent of the City violated any part of this Chapter and is found to be guilty they (City of Rivergrove) will, the court shall award the plaintiff(s) in such action its attorney fees and costs bear all the costs of which are incurred by the plaintiffs.
- 3-2. (l) This Chapter shall take effect on the date of its adoption by the voters of the City of Rivergrove.

(k) This Chapter is not intended to, nor shall it be interpreted to, prevent the City from complying with any applicable state or federal law.

(ml) Definitions. For purposes of this Chapter, the following words have the following meanings:

**Altered** – A Means adding new features or adjusting an already installed amenity.

**Changed** – U Means updating or modifying an already installed amenity.

**Maintenance** – Scheduling Means planned and corrective maintenance actions, such as repairs or replacement, (repairing or replacing) to ensure the longevity of City owned facilities and amenities.

**Improvements** – Encompass Means any of a range of enhancements made to parks or natural areas, aiming that are intended to enhance their the functionality, aesthetics, and overall value of a park, green space, or natural area to the community.

**Natural Area** – refers to Means a geographical region that has developed its physical identity through natural growth. These areas are characterized by their unique ecosystems, and native vegetation. These areas may have paths or seating areas located within the area.

**Parks** – P Means an area planned and/or improved for enjoyment and recreation for multiple uses for residents of Rivergrove to enjoy.

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Commented [3]: Do you really need both 'alter" and "change" They strike me as synonyms.



**Green Spaces** – ~~A Means~~ areas that are owned ~~or controlled~~ by a public body but are not ~~improved or~~ planned for any particular use.

**Controlled** – ~~A piece of public property which is not owned by the City of Rivergrove but is within the City of Rivergrove and falls under our codes and ordinances. A property is “controlled” by the City when the City does not own the property, but has an interest in the property, whether through an easement, license, or other ability to make decisions regarding the development of the property.~~

**Amenities** – ~~a considered~~ any structures or improvements that have been added to a City Park, Natural Area, or Green Space. ~~This would~~ Amenities include, ~~but are not limited to,~~ hard services, paths, watering systems, drinking fountain, benches, or picnic tables.

**Super Majority** – ~~In the City of Rivergrove you would need 4. Any decision that requires a “super majority” under this chapter requires a minimum of 4 votes out of 5 to achieve a super majority from the 5 member City Council.~~

**Commented [4]:** The definition as written would essentially prohibit any new development in the City and is likely unenforceable. I've changed it to something that would be enforceable.

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**Commented [5]:** What are “hard services” in this context? This doesn't make sense to me.

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## Proposal to Change the Use of the Lockable Gate at Stark Boat Ramp

Submitted by Rivergrove City Councilors Doug McLean and Rachel Shafer

May 2024

This is a proposal to change the use of the lockable gate at Stark Boat Ramp. The change we'd like the council to consider:

- **End use of the gate** by uninstalling it, putting it up for sale and applying any proceeds from the sale to a substitute capital improvement project. The substitute project will add natural plantings along the boat ramp to restore and enhance fish and wildlife habitat as part of the current Boat Ramp Maintenance and Restoration Project that is underway.
- Why this proposal?
- The gate as a capital improvement under the Metro agreement **no longer meets either the public's interest nor the city's interests** and policies. It has become inconsistent with intent and purpose of the Metro measure which funded it.

### Background and Timeline on the Gate

For 35 years, there was no gate at the boat ramp. The city and boat ramp were established in 1975.

In 2006, voters across the greater Portland area approved a \$227 million bond measure for Metro natural areas. The 2006 bond measure supported three areas of investment:

- **Land acquisition** allows Metro to purchase property or easements for conservation and public access needs.
- **"Local share"** money supports local parks providers, allowing them to acquire land, restore habitat and more.
- **Community nature grants** support projects across greater Portland that improve water and air quality, fish and wildlife habitat and access to nature for all residents. (Of note: in their Guidelines, Metro specified that one of the approved Capital Improvement Projects are improvements to existing natural area amenities to provide universal access to the public so that they meet the federal Americans with Disabilities Act or ADA requirements.)

At the February 8, 2010, City Council meeting, the City Council discusses issues with the boat ramp, and the suggestion of installing a gate was noted in the minutes.

In March 2010, less than one month later, the city signed an intergovernmental agreement (IGA) Contract No. 927846 with Metro to receive \$10,507 in funds from the Metro 2006 Natural Areas Bond Measure for a Capital Improvement Project consisting of "Walking trail and landscaping

improvements with a lockable gate at the boat ramp” located in “Rivergrove Park.” Mayor Bill Tuttle signed the document on March 1, 2010. The IGA is in effect through June 30, 2027.

The gate was installed, it’s believed, in fall 2010.

The city’s intent, we believe, at the time of installing the gate was in good faith: to use it as a capital improvement to improve the entry and egress of the public to the boat ramp in a manner consistent with the intended and stated purposes of the measure.

In 2011, the City’s adopted Comprehensive Plan establishes the following:

- Goal #5: Natural Resources, Policy #14: The City will make every effort to improve public access to the Tualatin River.
- Goal #8: Recreational Needs, Policy #4: Work with the affected agencies to improve the Tualatin River and allow access to its recreational opportunities.

### **Unforeseen Circumstances**

In looking back over the 14 years of its installation, however, use of this “gate improvement” has **become inconsistent** with the intended and stated purpose of the Metro’s 2006 Natural Areas Bond Measure due to **unforeseen circumstances**.

These unforeseen circumstances are as follows.

- The city acquired and installed a non-mechanized gate that, when it’s in a closed position – whether locked or unlocked – is **ADA Noncompliant**. The ADA standards are as follows: “The ADA requires that all operable parts on public facilities be easily operated by one hand.  
<https://www.ada.gov/regs2010/2010ADAStandards/2010ADASTandards.htm#pgfld-1008283> An operable part is any moving element in a public facility, including a knob, the button at a water fountain, the push button for an electric-assist door, the handle on a mail slot, and the locking mechanism on a boat ramp. The ADA Standard 404.2.7 defines door and gate hardware as handles, pulls, latches, locks, and other operable parts on doors and gates. Hardware shall comply with ADA Standard 309.4, which states that a part shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist and the physical force required to activate the part shall be 5 pounds (22.2 newtons of force) maximum.” The lower operable pinions on the city’s gate do require tight grasping, pinching, twisting of the wrist to pull up the steel pinions and maneuver them open. For a person with disabilities, the gate isn’t easily opened with a single hand. Therefore: **the gate’s operable parts are noncompliant with these ADA standards**. (These federal ADA standards originally passed in 1991 and were upheld in 2010.)
- The gate is frequently in the closed position during operating hours even when it’s supposed to be open. This is the case despite the city council voting at a special council

meeting on Oct. 19, 2022, that the gate should be left open during operating hours. A person and/or multiple people close the gate during operating hours outside of the city's authority. This pattern of behavior extends throughout the year and has been observed for years since the gate's installation.

- The closed gate during operating hours has become a physical barrier and an obstruction for users of the boat ramp, particularly for citizens with disabilities, which is inconsistent with the 2006 Metro bond's intent to **improve** access to nature for **all** residents.
- The closed gate during operating hours not only violates federal ADA law and leaves the city vulnerable to costly ADA liability and a lawsuit it cannot afford, but it violates common law principle under the federal Public Trust Doctrine, which holds that natural resources are preserved for public use; it violates state law allowing the public to use a navigable waterway under stipulations from the Department of State Lands; and it violates the city's own stated policies and goals of allowing and improving public access to the Tualatin River.
- The city has documented on its website that the closed gate during operating hours has created multiple conflicts between citizens.
- The city has documented that installing the gate -- whether it's open or closed, locked or unlocked -- has done nothing to reduce the number of complaints it's received from nearby homeowners about boat ramp issues. Since its installation in 2010, the city has continued to receive numerous complaints from nearby homeowners about various issues on the boat ramp as documented on its website.
- The city has one part-time employee. Gatekeeping is not part of that person's role and set of responsibilities. The city does not have sufficient staffing to be opening and closing, locking or unlocking the gate on a daily basis nor monitoring the opening and closing of the gate on a daily basis. The city doesn't have the funding nor the interest to hire and manage a gatekeeper position.
- The city council recently in the last year or two considered purchase and installation of a mechanized gate using its COVID-19 grant funds and/or its small budget, but it elected to apply its limited funds to higher priority projects that better meet the public's interests and the city's goals.
- The city has established precedent policy to meet ADA requirements where it can by installing a curb cut on its pathway between Lorna Lane and Dogwood Court in 2023 to improve public access.

As such, because of these events not envisioned in 2010, the gate as a capital improvement under the Metro agreement no longer meets either the public's interest nor the city's interests and policies. Moreover, it has become inconsistent with the intent and purpose of the 2006 Metro measure.

### **Process for Change in Use**

We'd like to propose that the city provide Metro with 180 days advance notice of its intent to authorize change of use by uninstalling the gate.

We propose we solicit public comment at an upcoming public meeting during the 180-day period to collect input on this matter.

Following completion of those things, we propose the council consider a resolution that states the “change in use of the gate improvement” meets the conditions of the city’s Contract No. 927846 with Metro under subsections 8 (B 1-4) and the city has satisfied its obligations under subsections 8 (B 1-4) and that the city will satisfy its obligations in subsections 8 (B5 and 6), which are the following:

- Once it’s removed, the city will receive independent appraisal of the value of the gate.
- The city will notify Metro of the appraised value and its intent to redirect any resulting sale funds to a substitute Capital Project listed in Attachment C of the IGA.
- The city will put the gate up for sale for said appraised value.
- The city will apply any resulting funds from the gate’s sale toward a substitute Capital Improvement Project which will be: to add natural plantings along the boat ramp to restore and enhance fish and wildlife habitat. This is an approved Capital Improvement under Attachment C of the Contract No. 927846.

**If passed by council vote, the change of use will require the council to complete these additional tasks:**

- Remove any current city charter and/or code references to the terms gate/lock/unlock/open/close gate in park operations language.
- Budget funds this coming fiscal year for gate removal and independent appraisal.
- If needed, authorize responsible disposal and/or recycling of the gate should it not sell.

**In conclusion, this change of use accomplishes a number of things for the city:**

- It brings the city into compliance with federal and state law and into alignment with city policy.
- It honors the terms and conditions of the Metro contract.
- It reduces the city’s liability.
- It reduces conflict among citizens.
- It responsibly stewards taxpayer dollars.
- It creates a transparent process with citizen input.
- It eliminates the oversight burden on the city to manage the gate.
- And most importantly, it does the right thing for citizens with disabilities.

We encourage the council, if it votes to move forward with this proposal, to subsequently review it with the City Attorney to ensure full legal compliance.

Respectfully submitted,

Councilor Doug McLean, Councilor Rachel Shafer

# RIVERGROVE CODE TEXT AMENDMENT

## STAFF REPORT



To: City Council, City of Rivergrove

From: Ben Schonberger, AICP, contract staff planner

Date: April 15, 2024

Re: Rivergrove Text Code Amendments

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## I. PROJECT SUMMARY

Currently, the City of Rivergrove's land development ordinance (LDO) gives an unusual role to the Planning Commission, assigning work to the commission that is typically the role of administrative or technical staff. Winterbrook Planning reviewed the existing code for regulations in that place direct responsibility in the hands of the Planning Commission for tasks that are predominantly administrative and technical. For example, the current LDO requires the full Planning Commission, as part of a regular meeting, to hold pre-application conferences with applicants to acquaint them with the applicable regulations (Section 4.030). Likewise, the full commission is assigned the job of determining whether applications are complete, that is, have submitted all the required information (Section 4.050). These tasks, among others in the Rivergrove LDO are largely administrative and are nearly always addressed by staff and in other cities.

Relying on the Planning Commission to conduct pre-application conferences and determine application completeness increases the administrative burden on the Commission. Additionally, the volunteer Planning Commission meets only monthly. The LDO requires some tasks be completed at the "next regular meeting of the Commission." The monthly meeting schedule risks the Commission having to respond without sufficient time for review if a regularly scheduled meeting occurs immediately after a submission. Conversely, some applicants could wait a month unnecessarily if a submission occurs immediately after the regular meeting. In addition to placing an unnecessary burden on the Planning Commission, the current administrative process slows down the development process for applicants.

The proposed amendments to the Rivergrove zoning code documented in this staff report allow delegation of administrative or technical tasks to staff rather than having administrative processes completed at Planning Commission meetings. Planning staff may be employed directly or indirectly by the city. The Planning Commission will still be the ultimate decision maker in cases where policy judgement or discretion is required.

Consequently, this staff report outlines recommendations for a proposed text amendment to the LDO that would allow the administrative and technical tasks to be delegated to city staff, with the final decision made by the Planning Commission. Changes to the language of the development code are specified in Section II. Section III provides findings addressing the process for legislative changes to the code. Finally, as required by code, Section IV addresses the Rivergrove Comprehensive Plan goals and policies.

In short, the proposed changes align with both the city code and the comprehensive plan goals and policies. If adopted, the proposed changes would relieve the administrative burden on the Planning Commission and allow for more timely processing of development applications.

## II. PROPOSED AMENDMENTS: RIVERGROVE LDO

### **LDO 4.010(b), Procedures for Processing Development permits**

*~~"At its next regular meeting a~~ After an application and proposed development is submitted, the Commission or its designee shall determine the type of procedure the ordinance specifies for processing and shall identify the affected agencies to which the application shall be referred. In the event of doubt about which type of procedure the application should be processed, it shall be processed under the higher number type. An application shall be processed under the highest numbered type of procedure required for any part of the development proposal."*

**Note:** The proposed change will result in allowing staff employed directly or indirectly by the city to determine the type of procedure the ordinance specifies for processing the application outside of a regularly scheduled Planning Commission meeting. The proposed change will result in a reduction of the burden placed on the Planning Commission to complete administrative tasks and allow for a streamlined development review process.

**LDO 4.030, Pre-Application Conference**

*“An applicant or ~~his~~ an authorized representative may request the Commission’s designee to conduct a pre-application conference. ~~Upon such request, the conference shall be held at the next regular meeting of the Commission.~~ The purpose of the conference shall be to acquaint the applicant with the substantive and procedural requirements of this ordinance, provide for an exchange of information regarding applicable elements of the plan and development requirements, arrange any technical and design assistance that will aid the applicant, and to otherwise identify policies and regulations that create opportunities or pose significant problems for the proposed development, and to simplify and expedite the development process. If requested by the applicant at the time of the conference, the Commission’s designee shall provide the applicant with a brief written summary of the conference within five working days ~~of the conference~~. The summary shall include confirmation of the procedures to be used to process the application, a list of materials to be submitted, and the criteria and standards which may apply to the approval of the application.”*

**Note:** The proposed changes will result in allowing staff employed directly or indirectly by the city to conduct a pre-application conference outside of a regularly scheduled Planning Commission meeting. Additionally, the proposed changes will result in allowing staff to provide the applicant with the required written summary of the conference within five working days rather than five days. This small change is consistent with development ordinances elsewhere and will ensure that the Commission or staff has the adequate time to produce the written summary of the pre-application conference. These changes remove the administrative burden of conducting and summarizing the pre-application conference from the Planning Commission. Allowing pre-application conferences outside of regularly scheduled Planning Commission meetings will improve the efficiency of the development review process.

**LDO 4.050, Submission of Pre-Application**

*“Application materials shall be submitted to the City ~~Recorder~~ who shall ~~mark~~ take note of the date of submission on each copy of the materials submitted. ~~At the next regular meeting of the Commission,~~ The Commission or its designee shall determine whether the application is complete. If the Commission determines that the application is incomplete or does not comply with this ordinance, The Commission or its designee shall immediately provide the applicant with a written statement indicating whether the application is complete enough to process, and if not, what information shall be submitted to make the application complete. ~~notify the applicant of the negative determination by mailing an explanation to the applicant.~~ An application on which a negative determination has been made may be resubmitted under Section 4.080 after revision and correction. If a development permit application is complete and complies with this ordinance, the Commission or its designee shall accept it and note the date of acceptance and the approvals needed for granting the permit ~~on all copies.~~”*

**Note:** The proposed changes will result in the removal of the restriction that determining application completeness must be conducted at a regular meeting of the Planning Commission. Determining



application completeness is an administrative task that can be conducted by the Commission or their designee and does not need to occur during a meeting. The proposed amendment removes the word “immediately” and outlines a general process for notifying the applicant about completeness, removing the specification that the applicant must be mailed an explanation of the negative determination. Additionally, the proposed changes will result in requiring the Commission or its designee to provide the applicant with a written statement indicating completeness regardless of whether the application is complete. The proposed changes will result in the removal of the “City Recorder” language which is irrelevant because Rivergrove does not have a City Recorder. This language was removed so that any city staff can take note of the date of submission on application materials. Additionally, the proposed changes will result in the removal of all text about multiple copies of application materials. The purpose of this change is to update the text to reflect the current reality that most applications are submitted electronically.

#### **LDO 4.060, Referral and Review of Permit Applications**

*“Upon acceptance of an application, the Commission or its designee shall do the ~~following at the next regular meeting.~~*

- 1. Transmit one copy of the application, or appropriate parts of it, to each referral agency for review and comment, including those responsible for determination of compliance with state and federal requirements. If the referral agency does not return its comment within ten (10) days, unless an extension of no more than ten (10) days has been granted by the Commission or its designee, the referral agency shall be presumed to have no comment. The Commission or its designee shall grant a request for an extension only under unusual circumstances or where a Type III procedure is involved.*
- 2. Transmit an application involving approval by others for disposition as otherwise required by this ordinance. The Commission or its designee shall, to the greatest extent possible, consolidate action on approvals.*
- 3. If a Type III procedure is required, provide for notice and hearing as required by Article 8.”*

**Note:** The proposed changes allow the Commission or its designee to complete the administrative steps outlined in the LDO outside of a regularly scheduled Planning Commission meeting. The proposed changes will result in a decreased administrative burden on the Planning Commission and a more efficient development review process.

### **III. FINDINGS AGAINST CITY CODE**

Amending the Rivergrove development code qualifies as a Type IV procedure, a procedure used in reaching decisions on ordinance amendments. The process for a Type IV procedure is outlined in LDO 4.120. Findings of fact are provided here for each section of that code, demonstrating that all procedural requirements for the proposed development code text amendment are being met.

#### **Type IV Procedure – LDO 4.120**

*This type of procedure is intended for use in reaching decisions on ordinance amendments, street vacations, and other similar issues that are characterized by the establishment or revision of City land use policy and it is not intended for use in processing development permit applications.*

- a. *The Commission shall schedule a public hearing pursuant to Article 8 before the Commission. Form of notice and the persons entitled to it shall be as set out in Sections 8.030 to 8.050. At the hearing, the City staff, and all interested persons may present evidence and testimony relevant to the proposal, giving specific reasons why the proposal does or does not meet the plan or this ordinance and may suggest any modifications that would bring the proposal into compliance. Where criteria are involved, the Commission shall make a finding for each that applies. A written report and recommendation shall be submitted to the City Council.*

**Finding:** The proposal follows the Type IV procedure. A public hearing will be held before the Commission where evidence and testimony may be presented. Subsequently, a written report and recommendation will be submitted to the City Council for approval. Per this section of the code, a Type IV procedure requires giving specific reasons why the proposal “does or does not meet the [comprehensive] plan.” Section V of this report outlines how the proposal meets the comprehensive plan.

- b. *If the Commission has recommended against a proposal or fails to act on a proposal, the City Council may terminate further consideration of the proposal. Upon a favorable recommendation by the Commission and for proposals that have not been terminated, the City Council shall conduct a public hearing pursuant to Article 8. The Council shall set a date for the hearing and provide for notice in the form and to the persons that are required in Sections 8.030 to 8.050. At the hearing the City Council shall review the report of the Commission and all interested persons shall be given the opportunity to present new information and evidence relevant to the proposal and to present testimony why the proposal should be approved or denied.*

**Finding:** This section is procedural, and the Planning Commission and City Council are expected to follow the steps outlined here. If, as expected, the Planning Commission recommends bringing the text amendments to the City Council, a public hearing will be conducted pursuant to Article 8. That hearing will include a report of the Planning Commission on their recommendations.

- c. *The City Council shall make a finding for each of the criteria applicable and may reverse, modify or sustain the findings of the report of the Commission.*

**Finding:** The proposal and the anticipated process meets the procedure as outlined in this section. At City Council, that body will act on the findings of the Planning Commission, as described.

- d. *To the extent that a policy is to be established or revised, the City Council shall make its decision only according to procedures set forth above. The decision shall be enacted by ordinance.*

**Finding:** The proposal and the anticipated process meets the procedure as outlined in this section.

#### **IV. FINDINGS AGAINST CITY COMPREHENSIVE PLAN GOALS AND POLICIES**

A text amendment to the development code qualifies as a Type IV procedure and requires giving reasons why the proposed code does or does not meet the Rivergrove Comprehensive Plan goals and policies. Rivergrove’s Comprehensive Plan follows the same pattern as Oregon’s statewide planning goals. Of the

19 goals and policies, the proposed text amendment is a procedural change that is only relevant to statewide planning goals 1 and 2.

**GOAL 1: CITIZEN INVOLVEMENT**

*Goal 1 calls for “the opportunity for citizens to be involved in all phases of the planning process.”*

**Finding:** The proposed changes meet the comprehensive plan for Goal 1: Citizen Involvement. Goal 1, Policy 3 states that “The citizens of Rivergrove shall be given the opportunity to propose plan changes or review and comment on any proposed plan changes.” The proposed changes to the development code meet the comprehensive plan policies for citizen involvement by allowing all interested persons to present evidence and testimony relevant to the proposal during the public hearing.

**GOAL 2: LAND USE PLANNING**

*Goal 2 outlines the basic procedures of Oregon’s statewide planning program. It says that land use decisions are to be made in accordance with a comprehensive plan, and that suitable “implementation ordinances” to put the plan’s policies into effect must be adopted. It requires that plans be based on “factual information”; that local plans and ordinances be coordinated with those of other jurisdictions and agencies; and that plans be reviewed periodically and amended as needed.*

**Finding:** The proposed changes meet the comprehensive plan for Goal 2: Land Use Planning. Goal 2, Policy 4 states that comprehensive plan “text amendments may be initiated by the Planning Commission, City Council, a property owner, his or her authorized representative, or a resident of the City.” Given that the Planning Commission initiated the text amendment outlined in this staff report, the proposal satisfies Policy 4.

**GOAL 3: AGRICULTURAL LANDS**

**GOAL 4: FOREST LANDS**

**GOAL 5: OPEN SPACES, SCENIC AND HISTORIC AREAS AND NATURAL RESOURCES**

**Finding:** The proposed changes are procedural and allow city staff to take on certain administrative responsibilities, like application completeness reviews, that are now reserved for the full Planning Commission. These changes have no substantive effect on agricultural land, forest land, or natural resources. These goals do not apply to the proposed text amendment.

**GOAL 6: AIR, WATER AND LAND RESOURCES QUALITY**

*Goal 6 requires local comprehensive plans and implementing measures to be consistent with state and federal regulations on matters such as groundwater pollution.*

**GOAL 7: AREAS SUBJECT TO NATURAL DISASTERS AND HAZARDS**

*Goal 7 deals with development in places subject to natural hazards such as floods or landslides. It requires that jurisdictions apply “appropriate safeguards” (floodplain zoning, for example) when planning for development there.*

**Finding:** The proposed changes alter the process for determining application completeness by allowing staff to complete this procedural step. Rivergrove is located on the banks of a river and protection of areas related to the river are an important part of local land use regulations. However, changing the

entity responsible for certain administrative tasks related to development review does not substantively change these protections in any way.

**GOAL 8: RECREATION NEEDS**

**GOAL 9: ECONOMY OF THE STATE**

**GOAL 10: HOUSING**

**GOAL 11: PUBLIC FACILITIES AND SERVICES**

**GOAL 12: TRANSPORTATION**

**GOAL 13: ENERGY**

**GOAL 14: URBANIZATION**

**GOAL 15: WILLAMETTE GREENWAY**

**GOAL 16: ESTUARINE RESOURCES**

**GOAL 17: COASTAL SHORELANDS**

**GOAL 18: BEACHES AND DUNES**

**GOAL 19: OCEAN RESOURCES**

**Finding:** The proposed changes allow city staff to take on certain administrative responsibilities, like application completeness reviews, that are now reserved for the full Planning Commission. The proposed changes are procedural and will not impact statewide planning goals 8 through 19: recreation needs, economy of the state, housing, public facilities and services, transportation, energy, urbanization, Willamette greenway, estuarine resources, coastal shorelands, beaches and dunes, and ocean resources.

## V. PLANNING COMMISSION COMMENTS AND CITY COUNCIL ACTION

At its meeting on April 9, 2024, the Rivergrove Planning Commission unanimously voted to forward the staff-recommended changes to the code to City Council for their approval. It did not make any modifications to the staff-proposed code language.

It did make two general recommendations regarding the change. First, it wishes to make it clear that the meaning of “its designee” in the new language should be understood as those parties specifically assigned by the commission to have this authority. For determining completeness and holding pre-application conferences, those people or entities should be: the city planner, city engineer, or city manager. These roles may be direct employees or indirect (i.e., contract) employees of the city. Second, the commission wishes for the development process to be described and explained on the city’s web site so that applicants have a sense of how permitting steps for their actions are supposed to proceed.

With these clarifications, the next step is for the City Council to “reverse, modify, or sustain” the recommendation of the Planning Commission, per LDO 4.120.