



**CITY OF RIVERGROVE
ANNEXATION APPLICATION**

Please provide the following items:

- This completed application (7 copies)
- Signed and notarized fees agreement (1 original, 1 copy)
- 250 foot radius mailing labels, measured from perimeter of your property (1 set)
- Copy of title report showing that you own this property (7 copies)
- Site plan showing buildings on the property (7 copies)
- Map or drawing showing how the property is contiguous to the city limits (7 copies)

1.) List all property owners. Use separate page if necessary.

Owner

Name	Address	City	State	Zip	Hm/Office Phone
<hr/>					
e-mail address	Cell Phone	FAX Number			
<hr/>					

Signature

I hereby consent to be annexed to the City of Rivergrove and agree to an on-site inspection by City of Rivergrove staff or designee.

X _____ Date _____

2.) Applicant (if different than property owner)

Name	Address	City	State	Zip	Hm/Office Phone
<hr/>					
e-mail address	Cell Phone	FAX Number			
<hr/>					

Relationship to property owner _____ Power of Attorney? ____ Yes ____ No

Signature

I hereby consent to be annexed to the City of Rivergrove and agree to an on-site inspection by City of Rivergrove staff or designee.

X _____ Date _____

3.) Legal description of property

4) Map and Tax Lot Number _____

5) Size of lot (acres) _____

6) County _____

7. Brief description of buildings on property _____

8.) Rights of way and/or easements to be included

See Rivergrove Land Development Ordinances, Section 6.235 about Annexations

Costs: Actual costs to the city, i.e. staff and consultant time

CITY OF RIVERGROVE
AGREEMENT TO MEET COSTS OF ANNEXATION APPLICATION

This Agreement to Meet Costs of Annexation Application ("Agreement") is entered into on the last signed date indicated below by and between the City of Rivergrove, Oregon (hereinafter the "City") and _____ (hereinafter "Applicant") in connection with Applicant's annexation application for the property located at _____.

RECITALS

WHEREAS, Applicant has submitted to City an Annexation Application pursuant to the Rivergrove Code; and

WHEREAS, City is obligated by state law and City Code to review this Application, and determine whether it complies with the approval criteria and standards of state law and City's ordinances and development standards; and

WHEREAS, the parties are uncertain about the total costs of land use planners, engineers or attorneys necessary to review and process the Applicant's Application;

WHEREAS, ORS 227.175 authorizes City to charge Applicant for the actual cost of processing Applicant's Application and the City has elected to do so under Ordinance #54-89 Section 9.030 (the City's right to charge for fees incurred by the City for legal services, engineering services, planning services, etc), Resolution 200-2005 (a fee schedule), and Resolution 238-2013 (amending the fee schedule); and

WHEREAS, if actual costs are less than the deposit, a refund will be given.

NOW THEREFORE, the premises being generally stated in the foregoing Recitals, the parties agree as follows:

1. Applicant agrees to be responsible for paying the actual costs incurred by City in reviewing the aforesaid Application for compliance with the applicable approval criteria, development and design standards.
 - a. Such costs shall include the actual costs of City's staff, land use planners, engineers and attorneys incurred in reviewing that Application, including any appeal to any City authority, whether filed by Applicant or others.
 - b. Prior to the City undertaking review of any land use application, the Applicant shall submit a deposit in the **amount of \$100.**

Where the City's actual cost of review of the land use application does not amount to the total deposit, a refund to the Applicant of any remaining balance of the deposit shall be issued within sixty (60) days of issuance of the land use decision.

2. Applicant agrees to be responsible for paying the actual costs incurred by City in inspecting and verifying Applicant's compliance with any representations made in its Annexation Applications and with any requirements of City's development and design standards.

3. Applicant agrees that the City will issue monthly invoices for costs incurred and Applicant is required to remit payment within thirty (30) days of the City-issued invoice date. The City Manager shall be authorized to deem the application void if the monthly invoice is not paid in full within sixty (60) days of the invoice date. Overdue balances remain overdue until paid in full (including all late payment fees and interest charges.) All overdue accounts will be charged a late payment fee of \$50 or 3% of the overdue balance, whichever is greater, each billing cycle. Interest at the rate of 9% on the unpaid balance, calculated daily and compounded monthly, will also be charged to all overdue accounts from the date of the original billing, each billing cycle. Accounts paid in a timely manner will not be charged any accrued interest.

4. Applicant shall raise any dispute about an entry on an invoice in writing within fifteen (15) days of the invoice date. City shall have thirty (30) days to provide a written response to such disputed entry. Applicant shall submit full payment for the invoice with the disputed entry by the agreed upon timeline in section (3) above and City shall credit a subsequent invoice if it determines that the disputed charge should be credited to Applicant. If applicant continues to dispute an entry, it shall request arbitration under section (5) below within fifteen (15) days of transmittal of the City's written response.

5. **Dispute Resolution.** Applicant or City may at any time request final and binding arbitration of any dispute relating to invoices, costs, or payments due, but in no event does this Agreement extend the statute of limitations under Oregon law. Any party who fails to submit to binding arbitration following a lawful demand by the other party shall bear all costs and expenses, including reasonable attorney fees (including those incurred in any trial, bankruptcy proceeding, appeal or review) incurred by the other party who must seek court assistance to enforce these arbitration provisions. A party may request arbitration by giving written notice to that effect to the other party, specifying in the notice the nature of the dispute. The dispute shall be heard and determined in the City of Rivergrove, Oregon, by a single arbitrator agreed upon by the parties. If an agreement cannot be reached, then the arbitrator shall be appointed in accordance with the rules then pertaining to the Clackamas County Circuit Court Arbitration Program, except to the extent provided otherwise under Oregon laws on arbitration and as otherwise provided herein. If such program is terminated, then the rules of the Arbitration Services of Portland, Inc. shall be used.

a. The prevailing party shall recover fees and expenses of any arbitration under section (5), including all of its attorneys and experts fees.

b. The arbitrator shall resolve all disputes in accordance with the substantive law of the State of Oregon. The arbitrator shall have no authority or jurisdiction to award any damages or any other remedies beyond those that could have been awarded in a court of law had the parties litigated the claims in court instead of arbitrating them. The parties shall not assert any claim for punitive damages except to the extent such awards are specifically authorized by statute.

c. The parties shall use their best efforts to complete any arbitration within sixty (60) days of the filing of the dispute. The arbitrator shall be empowered to impose sanctions for any party's failure to do so. These arbitration provisions shall survive any termination, amendment, or expiration of the Agreement

unless the parties otherwise expressly agree in writing. Each party agrees to keep all disputes and arbitration proceedings strictly confidential, except for the disclosure of information required in the ordinary course of business of the parties or as required by applicable law or regulation. Any time limitation (such as the statute of limitations or laches) that would bar litigation of a claim shall also bar arbitration of the claim. If any provision of this arbitration program is declared invalid by any court, the remaining provisions shall not be affected thereby and shall remain fully enforceable. The parties understand that they have decided that on demand of either of them, their disputes as described herein will be resolved by final and binding arbitration rather than in a court.

6. Should the arbitrator find in favor of the City, the City shall have the right to enforce that right through entry of judgment and seek a lien against any property owned by applicant and applicant waives all objections against the entry of judgment or lien.

IT IS SO AGREED BETWEEN THE CITY OF RIVERGROVE AND:

Applicant:

By: _____ (name) Date: _____

Signature: _____ Title: _____

STATE OF OREGON)
) ss.
 County of _____)

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____

_____ (notary name), the _____

_____ (position) of _____ (institution), for and on

behalf thereof.

 Notary Public for Oregon

My commission expires: _____