



**CITY OF RIVERGROVE
DEVELOPMENT PERMIT APPLICATION**

Applying for (check all that apply):

- _____ Development Permitⁱ (Includes land and building development and remodeling projects) \$400.00+Actual Costs
- _____ Area Accessory Developmentⁱⁱ \$500.00+Actual Costs
- _____ Land Divisionⁱⁱⁱ actual costs
- _____ Future Street and Public Facilities Plan^{iv} actual costs
- _____ Hardship Relief^v actual costs
- _____ Vacation of Street, Plat, Public Square or Other Public Place^{vi} actual costs
- _____ Annexation^{vii} actual costs
- _____ Systems Development Charge, per newly created lot^{xi} \$500.00

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

Owner #1

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

Owner #2

Name	Address	City	State	Zip	Hm/Office Phone
<hr/>					
e-mail address	Cell Phone		FAX Number		
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2.) Applicant (if different than property owner)

Name	Address	City	State	Zip	Hm/Office Phone
<hr/>					
e-mail address	Cell Phone		FAX Number		
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Relationship to property owner _____ Power of Attorney? ____ Yes ____ No

Some applications may require other items, such as:

Elevation certificate if property is within the 100-year flood elevation^x

Grading plan

Landscape plan

Utility plan

Certified survey

Proof of sewer connection or proof that the septic system is approved by the county for the proposed construction if adding more bedrooms or new construction

Tree mitigation plan if more than three (3) jurisdictional trees are removed

A wetland delineation plan and mitigation plan by a certified specialist if wetlands exist on the property or within 25 feet of the side setback

Descriptive written request for hardship relief

Traffic impact study

ⁱ See RLDO Section 4.040

ⁱⁱ See RLDO Sections 6.010

ⁱⁱⁱ See RLDO Section 6.130-6.150

^{iv} See RLDO Section 6.130-6.150

^v See RLDO Section 6.060

^{vi} See RLDO Section 6.223

^{vii} See RLDO Section 6.235

^{viii} See RLDO Section 4.030

^{ix} See Rivergrove Ordinance #74-2004

^x See Rivergrove Ordinance 70-2001

^{xi} See Rivergrove Ordinance 82-2011

CITY OF RIVERGROVE

AGREEMENT TO MEET COSTS OF DEVELOPMENT REVIEW

This Agreement to Meet Costs of Development Review (“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 land use application for the property located at _____.

RECITALS

WHEREAS, Applicant has submitted to City a Development 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 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 following amounts:

Deposit Amounts:
Type I Review - \$1000
Type II Review - \$1500
Type III Review - \$2,500
Type III Review for a Dock - \$2,500
Partition - \$2,500
Subdivision - \$5,000

Where the applicant seeks a variance or hardship relief the applicant shall submit a \$500 deposit in addition to the amount of deposit for the relevant review described above.

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 Development 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.

