

INTERGOVERNMENTAL AGREEMENT
(Fields Trust Property Management)

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2012 (the “Effective Date”), by and between THE CITY OF TIGARD, a municipal corporation (the “City”), and METRO, a metropolitan service district established pursuant to Oregon law and the Metro Charter (“Metro”).

RECITALS

A. On September 13, 2012, Metro and City jointly purchased certain real property located in the City of Tigard, County of Washington, State of Oregon, commonly known as Tax Parcel 1200 (R0456081) in Section 1 of Township 2 South, Range 1 West of the Willamette Meridian, and more particularly described on the attached Exhibit A (the “Property”).

B. The Property is located within the Fanno Creek Target Area, an area specifically identified in Metro Ballot Measure 26-80 (the “2006 Natural Areas Bond Measure”) as regionally significant due to its wildlife habitat values and its contribution to water quality.

C. Metro and City wish to manage the Property to protect water, habitat, and to restore native species and therefore desire to enter into this Agreement to provide for the responsibilities and obligations of the parties with respect to the management, maintenance, and operation of the Property in accordance with the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Initial Stabilization Period. Metro may take whatever actions it deems appropriate, in the period immediately following Closing, to stabilize the Property, which stabilization activities may include construction, maintenance, or repair of facilities, projects, or improvements (such as fences or gates), removal of invasive plants, and replanting of native plants. Except for those items specifically delegated to the City as set forth on the Communication and Maintenance Schedule attached hereto as Exhibit B, Metro will bear all costs associated with implementation of the stabilization program. Notwithstanding the foregoing, Metro shall not construct permanent improvements without advance notice to the City and obtaining written consent from the City.

2. Interim Protection Guidelines

a. From the effective date of this Agreement until completion of the Site Conservation and Management Plan, as defined below in Section 3 (the “Interim Period”), the City shall manage, maintain, secure, and operate the Property in accordance and in a manner consistent with the Metro Greenspaces Master Plan, the Tigard Municipal Code, the Tigard

Parks and Recreation Master Plan, and this Agreement (this Agreement and these plans collectively referred to herein as the “Plans”). In case of conflict among Plans, the Plan affording the highest level of resource protection shall govern.

b. During the Interim Period, the City shall control security and access to the Property, and shall respond to neighborhood or citizen complaints regarding improper use on the Property in accordance with the Communication and Maintenance Schedule attached hereto as Exhibit B. Following Metro’s completion of its stabilization activities, the City may, at its discretion, allow informal public access to the Property for passive recreation, habitat enhancement, and pedestrian activity. All uses of the Property in the Interim Period shall be consistent with this Agreement and with the Plans. The City shall not allow any such informal use if to do so would effectively preclude any potential uses of the Property that could later be allowed in the Site Conservation and Management Plan.

c. Following Metro’s completion of its stabilization activities, the City shall not allow or permit any alteration of any water, timber, mineral, or other resource on the Property, except for the control of exotic, non-native, invasive, or pest plant species, as necessary to prevent Property degradation, or to address security or public safety concerns. A list of the anticipated vegetation management activities to be conducted by the City is set forth in the Communication and Maintenance Schedule attached hereto as Exhibit B. If the City believes that an improvement, trail, or alteration of any water or timber resource on the Property is necessary prior to adoption of a Site Conservation and Management Plan for the Property, Metro shall have the right to approve of such action, which approval shall be in writing, and the City shall provide Metro sixty (60) days advance written notice of its intent to construct any improvements, trails, or alteration of water or timber resource on the Property. In any event, no capital improvements or trails shall be constructed on the Property, and no alteration of water or timber resource shall occur, that are inconsistent with this Agreement or that would effectively preclude any potential uses of the Property that could later be allowed in the Site Conservation and Management Plan.

3. Long-Term Management, Maintenance, and Operation.

a. Metro and the City, in consultation with one another, shall jointly develop long-term management guidelines for the Property (the “Site Conservation and Management Plan”). The Site Conservation and Management Plan will divide the Property approximately between those areas that will be (i) kept natural, such that native vegetation planted on the Property during the stabilization period is free to grow, requiring decreasing maintenance over time (the “Natural Area”), and (ii) actively managed, developed, or mowed, requiring approximately the same amount of maintenance over time (the “Maintained Area”). With respect to each management area, the Site Conservation and Management Plan will set forth the acceptable management, operation, and maintenance for the area, the types and levels of programmed and public uses and trails, improvement standards, and signage plans and standards. Notwithstanding the foregoing, the parties acknowledge and agree that the division of the Property in this manner is somewhat approximate, and will cooperate in good faith in those portions of the Property that overlap or could be viewed to serve both purposes and functions.

b. In accordance with the terms of this Agreement and the Site Conservation and Management Plan, the City shall be responsible for the Management (as defined below) of both the Maintained Area and the Natural Area. As used in this Agreement, the term “Management” means the ongoing maintenance, security, and operation of the applicable portion of the Property and of any facilities, projects or improvements located thereon, such as fences, gates, outdoor furniture or structures, utilities, signage and lighting. Management includes, without limitation, removal of invasive weeds, maintenance of vegetation, abatement of nuisances, and the responsibility to coordinate with other governmental agencies regarding any issues that may arise under such other agencies’ jurisdiction. Specifically, if any permits are necessary for the Management of a management area, the City shall be responsible for obtaining the permit, and Metro shall reasonably cooperate in such efforts. Each party shall be responsible for its proportionate share of taxes or assessments for the Property, based on their percentage ownership interest in the Property. The City shall be responsible for funding the Management with its own financial and staffing resources. Notwithstanding the above, the City may, from time to time, in its sole discretion, seek Metro’s assistance with Management of the Property. Upon the City’s request, Metro may, in its sole discretion, agree to assist with Management of the Property as requested by the City.

c. The City shall act in a timely manner to resolve nuisance complaints and mitigate threats to the resources of its management area. If the City is issued a nuisance notice for activities occurring on the Property (“Nuisance Notice”), then the City shall forward the notice to Metro. If, at the time the City receives a Nuisance Notice, Metro has a program in place that would reduce or cover the cost to abate the nuisance (“Program”), and the City is eligible to participate in such Program, Metro agrees to work with the City, so that the City may become a participant in the Program and use the Program funds to assist in abating the nuisance and covering the costs associated with such abatement. If no Program exists, and the City does not abate the nuisance in accordance with the time set forth in the Nuisance Notice, Metro may, at its sole option, abate the nuisance and provide the City with an invoice for the reasonable cost of such work.

d. All requests for new easements, rights of way, and leases not already burdening or affecting the Property at Closing shall be submitted to Metro in accordance with the Metro Easement Policy, Resolution No. 97-2539B, passed by the Metro Council on November 6, 1997, attached hereto as Exhibit C. Any decision regarding the naming of all or any portion of the Property must be in accordance with Metro Code Chapter 2.16, as it may be amended.

e. The parties will jointly develop a Master Plan for the Property identifying which areas may be developed for recreational uses and which areas will be maintained in a natural state. The Master Plan for the Property is subject to the approval of each party and shall be developed collaboratively, with either Metro or the City performing the role of project manager.

4. Term. Unless modified or terminated as provided herein, this Agreement shall continue in effect for a period of five (5) years. This Agreement shall thereafter automatically renew for additional five-year terms unless, not later than ninety (90) days prior to the expiration of the then-current term of this Agreement, one of the parties provides the other party with notice that it does not wish to renew this Agreement. The parties may, by written agreement signed by

each party, terminate all or a part of this Agreement based upon a determination that such action is in the public interest. Termination under this section shall be effective as providing in such termination agreement. Termination shall have no affect on ownership of the Property.

5. Termination for Cause. Any party may terminate this Agreement in full, or in part, at any time if that party (the “terminating party”) has determined, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the “defaulting party”). The terminating party shall promptly notify the defaulting party in writing of that determination and document such default as outlined herein. The defaulting party shall have thirty (30) days to cure the default described by the terminating party. If the defaulting party fails to cure the default within such thirty (30) day period, then this Agreement shall terminate ten (10) days following the expiration of such thirty (30) day period.

6. Indemnification. The City, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, shall defend, indemnify, and save harmless Metro and Metro’s officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys’ fees and expenses at trial and on appeal, relating to or resulting from the performance of its obligations under this Agreement or actions taken by City pursuant to this Agreement on the Property including but not limited to the management, maintenance, security, or operation of the Property, including but not limited to construction of trails or in relation to any other improvements on the Property. Metro, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, shall defend, indemnify, and save harmless the City and the City’s officers, employees, elected officials, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys’ fees and expenses at trial and on appeal, relating to or resulting from Metro’s performance of its obligations under this Agreement or actions taken by Metro pursuant to this Agreement on the Property including but not limited to those actions taken under Section above.

7. Insurance. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

8. Oregon Constitution and Tax Exempt Bond Covenants. A source of funds for the acquisition of the Property is from the sale of voter-approved general obligation bonds that are to be paid from ad valorem property taxes exempt from the limitations of Article XI, section 11(b), 11(c), 11(d) and 11(e) of the Oregon Constitution, and the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The City covenants that it will take no actions that would cause Metro to be unable to maintain the current status of the real property taxes as exempt from Oregon’s constitutional limitations or the income tax exempt status of the bond interest. In the event the City breaches this covenant, Metro shall be entitled to whatever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.

9. Laws of Oregon; Public Contracts. 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 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 by this reference as if such provisions were a part of this Agreement.

10. Assignment. No party may assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except that a party may delegate or subcontract for performance of any of its responsibilities under this Agreement.

11. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by both (1) electronic mail or fax, and (2) regular mail. Notices shall be deemed delivered on the date personally delivered or the date of such electronic or fax correspondence, unless such delivery is on a weekend day, on a holiday, or after 5:00 p.m. on a Friday, in which case such notice shall be deemed delivered on the next following weekday that is not a holiday.

To Metro: Director, Sustainability Center
600 N.E. Grand Avenue
Portland, OR 97232-2736
Fax: (503) 797-1849

To City: Parks and Facilities Manager
City of Tigard
Parks and Recreation Department
13125 SE Hall Blvd
Tigard, OR 97223
Fax: (503) 684-7297

12. Severability. If any covenant or provision of 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.

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

14. Counterparts; Facsimile Execution. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals. Facsimile or e-mail signatures shall operate as original signatures with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF TIGARD

METRO

By: _____

Print Name: _____

Title: _____

Date: _____

Chief Operating Officer

Date: _____

Exhibit A
Property Description

Beginning at an iron pipe at the reentrant corner on the South line of the W.W. Graham Donation Land Claim No. 39, in Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon and running thence North 1°27' East 1020.7 feet to a square iron at the Northeast corner of EDGEWOOD; thence North 89°07' West along the North line of said subdivision 151.1 feet to a corner of that certain tract of land conveyed to Rudolph Hunziker and Sophia G. Hunziker by Deed as recorded January 30, 1912 in Book 90, page 271; thence North 4°13' East along the property line 597.1 feet to the Southwest corner of that certain tract of land conveyed to the Oregon Electric Railway Company by Deed as recorded in Deed recorded May 17, 1909 in Book 83, page 163; thence South 43°44' East along the Southerly line of said tract of land 400.0 feet to the most Easterly corner thereof; thence South 41°35' East along the Southerly boundary of the Oregon Electric Railroad right of way 1737.57 feet to an iron pipe on the South line of the said W.W. Graham Donation Land Claim, also being the North line of Government Lot 5 in Section 1, Township 2 South, Range 1 West of the Willamette Meridian; thence North 88°43' West 1349.96 along the South line of said W.W. Graham Donation Land Claim and the North line of Government Lot 5 and Government Lot 6 of in Section 1, Township 2 South, Range 1 West to the place of beginning.

TOGETHER WITH easement for ingress and egress as granted in Grant of Easement recorded February 22, 2006, Recording No. 2006-020491, described as follows:

Located in a tract of land situated in the Southeast one-quarter of Section 2, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon. The Easement is described as follows:

Commencing at the 5/8" iron rod with yellow plastic cap marked DEHAAS & ASSOC. INC. set at the intersection of the Easterly right-of-way of SW Hall Blvd 30 feet from center line, with the South line of Lot 1, EDGEWOOD as shown on Survey No. 29031 of the Washington County Survey Records; thence South 87°27' East, along said South line, a distance of 291.15 feet; thence North 75°44'01" East a distance of 47.71 feet to the True Point of Beginning and point of curve of a curve to the left; thence along said curve to the left with a radius of 479.00 feet, a central angle of 13°39'17" (a chord which bears North 68°54'23" East 113.89) and a length of 114.16 feet; thence North 52°04'44" East a distance of 472.50 feet to the East line of Lot 1 EDGEWOOD; thence North 02°52'19" East, along said East line, a distance of 43.09 feet to a 5/8" iron rod with yellow plastic cap marked DEHAAS & ASSOC. INC. at the Northeast corner of said Lot 1; thence North 87°40'14" West, along the Northerly line of said Lot 1, a distance of 45.63 feet; thence South 62°04'44" West a distance of 455.14 feet to a point of curve of a curve to the right; thence along said curve to the left with a radius of 419.00 feet, a central angle of 13°39'17" (a chord which bears North 68°54'23" East, 99.62) and a length of 99.86 feet; thence South 14°15'29" East a distance of 60.00 feet to the true point of beginning.

Exhibit B
Communication and Maintenance Schedule
Fields Property, City of Tigard

	Stabilization Period		Interim Period	
	Tigard	Metro	Tigard	Projected Costs
Communication	For all communication between the City of Tigard and Metro: Steve Martin, (503) 718-2583	Stabilization, vegetation control, natural area maintenance: Kate Holleran, 503-813-7543 Safety, security and general property issues: Dan Moeller, 503-797-1819	For all communication between the City of Tigard and Metro: Steve Martin, (503) 718-2583	
Site Inspection	The site will be inspected weekly for illegal use, safety issues or maintenance needs.		The site will be inspected weekly for illegal use, safety issues or maintenance needs.	
Mowing	The meadow will be mowed twice during growing season (early summer and early fall) to manage invasive plants and lower fuel levels.		The meadow will be mowed twice during growing season (early summer and early fall) to manage invasive plants and lower fuel levels.	
Illegal Camping Patrol/Removal	Monthly		Monthly	
Vandalism	Reports of vandalism will be responded to within 24 hours of notification.		Reports of vandalism will be responded to within 24 hours of notification.	
Safety Hazards	Immediate response after notification.	Immediate response after notification.	Immediate response after notification.	
Ivy Control		Invasive plants treatments will be conducted throughout the stabilization period.	Natural area should be inspected twice yearly to identify any EDRR species and evaluate need for targeted invasive plant control.	The forested site should be relatively stable after weed control is accomplished. ~\$40/ac/year for long term maintenance.
Blackberry Control		Blackberry in open forest/woodland will be sprayed during stabilization or cut/sprayed if larger concentrations are present	Maintenance spray of blackberry in open forest/woodland area on 3-5 year schedule.	Approximately \$1800 per treatment (crew 7 for 1 day).
Reed Canary Grass Control		Reed canarygrass will be treated to prepare planting sites for native vegetation.		
Weed Tree Control (Holly, hawthorn, laurel)		Cut stump treatment will be conducted on weed trees during stabilization period.	Inspected to monitor weed tree re-growth/seedlings. Plan on re-treatment every 5-7 years.	Approximately \$2100 per treatment (crew 7 for 1 day)
Planting		Revegetation of natural areas will occur throughout the stabilization period.	Final maintenance may transition to Tigard if Tigard manages entire site. Circle sprays should be conducted until plants are free to grow. (typically 5 years). Release cutting/mowing in conjunction with circle sprays may be necessary depending on competing vegetation.	Approximately \$1800 per yearly circle spray treatment (crew 7 for 1 day). Approximately \$2100 per yearly cutting/mowing treatment (if needed). Stabilization funds are typically available until plants are free to grow.

Exhibit C
Easement Policy

I HEREBY CERTIFY THAT THE FOREGOING
IS A COMPLETE AND EXACT COPY OF THE
ORIGINAL THEREOF

BEFORE THE METRO COUNCIL

Rebecca V. Shoemaker
METRO COUNCIL ARCHIVIST

FOR THE PURPOSE OF APPROVING GENERAL) RESOLUTION NO. 97-2539B
POLICIES RELATED TO THE REVIEW OF)
EASEMENTS, RIGHT OF WAYS, AND LEASES)
FOR NON-PARK USES THROUGH PROPERTIES)
MANAGED BY THE REGIONAL PARKS AND) Introduced by
GREENSPACES DEPARTMENT.) Mike Burton, Executive Officer

WHEREAS, Metro currently owns and manages more than 6,000 acres of regional parks, open spaces, natural areas, and recreational facilities; and

WHEREAS, additional lands are being acquired through the Open Space, Parks, and Streams Bond Measure, approved by voters in May of 1995; and

WHEREAS, the primary management objectives for these properties are to provide opportunities for natural resource dependent recreation, protection of fish, wildlife, and native plant habitat and maintenance and/or enhancement of water quality; and

WHEREAS, Metro will be approached with proposals to utilize regional parks, open spaces, natural areas, and recreational facilities property for utility, transportation, and other non-park purposes; and

WHEREAS, Metro seeks to insure that these uses have no negative impact upon the primary management objectives of Metro Regional Parks and Greenspaces properties; and

WHEREAS, it would be in Metro's best interest to provide for the orderly evaluation and consideration of proposals to utilize portions of Metro Regional Parks and Greenspaces properties for utility, transportation and other non-park uses; NOW THEREFORE,

BE IT RESOLVED, that the Metro Council hereby adopts the policy attached as Exhibit "A" for any and all requests related to formal proposals for the use of Metro Regional Parks and Greenspaces properties for the purposes noted therein.

ADOPTED by the Metro Council this 6th day of November, 1997.

Jon Kvistad
Jon Kvistad, Presiding Officer

ATTEST:

Cheryl
Recording Secretary

Approved as to Form:

Daniel B. Cooper
Daniel B. Cooper, General Counsel

Exhibit "A"

METRO POLICY RELATED TO THE REVIEW OF
EASEMENTS, RIGHT OF WAYS, AND LEASES
FOR NON-PARK USES

Metro owns and manages , either on its own or in partnership with other government and private entities, several thousand acres of regional parks, open spaces, natural areas and recreational facilities. These facilities are maintained to promote and preserve natural resources and recreational opportunities for the public consistent with the Greenspaces Master Plan adopted by the Metro Council in 1992, the Open Spaces Bond Measure approved by the voters in 1995 and other restrictions limiting the uses of specific properties in existence at the time of its acquisition by the public. Nothing in this policy shall be construed to allow these facilities to be used in any manner which detracts from this primary purpose. This policy is written from the perspective of Metro as the property owner, however, in those cases in which Metro co-owns a property with other entities, all decisions concerning the use of the property in question will be fully coordinated with the other owners. In addition, all new development and all proposed work within Water Quality Resource Areas or other environmentally sensitive work will be conducted in accordance with Metro or local government policies, to include where appropriate, application for permits and completion of environmental reviews. In event that local government policies are less restrictive than the Metro Model ordinances, Metro will apply the more restrictive Metro policies.

Regarding requests for easements, right of ways, and leases for non-park uses in Metro owned or managed regional parks, natural areas or recreational facilities, it is Metro's policy to:

- 1) Provide for formal review of all proposed easements, right of ways, and leases for non-park, uses by the Regional Parks and Greenspaces Advisory Committee, the Regional Facilities Committee and the full Council. Notwithstanding satisfaction of the criteria set forth herein, the final determination of whether to approve a proposed easement, right of way, or lease is still subject to the review and approval by the full Metro Council.
- 2) Prohibit the development of utilities, transportation projects and other non-park uses within corridors or on sites which are located inside of Metro owned or managed regional parks, natural areas, and recreational facilities except as provided herein.
- 3) Reject proposals for utility easements, transportation right of ways and leases for non-park uses which would result in significant, unavoidable impacts to natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management.
- 4) Accommodate utility easements, transportation right of ways or other non-park uses when the Regional Parks and Greenspaces Department (the Department) determines that a proposed easement, right of way or non-park use can be accommodated without significant impact to

natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management; and that the impacts can be minimized and mitigated.

5) Require full mitigation and related maintenance, as determined by the Department, of all unavoidable impacts to natural resources, recreational facilities, recreational opportunities or their operation and management associated with the granting of easements, right of ways, or leases to use Metro owned or managed regional parks, natural areas or recreational facilities for non-park uses.

6) Limit rights conveyed by easements, right of ways, and leases for non-park uses to the minimum necessary to reasonably accomplish the purpose of any proposal.

7) Limit the term of easements, right of ways and leases to the minimum necessary to accomplish the objectives of any proposal.

8) Require "reversion", "non-transferable" and "removal and restoration" clauses in all easements, right of ways and leases.

9) Fully recover all direct costs (including staff time) associated with processing, reviewing, analyzing, negotiating, approving, conveying or assuring compliance with the terms of any easement, right of way, or lease for a non-park use.

10) Receive no less than fair market value compensation for all easements, right of ways, or leases for non-park uses. Compensation may include, at the discretion of the Department, periodic fees or considerations other than monetary.

11) Require full indemnification from the easement, right of way or lease holder for all costs, damages, expenses, fines or losses related to the use of the easement, right of way or lease. Metro may also require appropriate insurance coverage and/or environmental assurances if deemed necessary by the Office of General Counsel.

12) Limit the exceptions to this policy to: grave sales, utilities or transportation projects which are included in approved master/management plans for Metro regional parks, natural areas and recreational facilities; projects designed specifically for the benefit of a Metro regional park, natural area, or recreational facility; or interim use leases as noted in the Open Spaces Implementation Work Plan.

13) Provide for the timely review and analysis of proposals for non-park uses by adhering to the following process:

a) The applicant shall submit a detailed proposal to the Department which includes all relevant information including but not limited to: purpose, size, components, location, existing conditions, proposed project schedule and phasing, and an analysis of other alternatives which avoid the Metro owned or managed regional park, natural area or recreational facility which are considered infeasible by the applicant. Cost alone shall not constitute infeasibility.

b) Upon receipt of the detailed proposal, the Department shall determine if additional information or a Master Plan is required prior to further review and analysis of the proposal. For those facilities which have master plans, require that all proposed uses are consistent with the master plan. Where no master plan exists all proposed uses shall be consistent with the Greenspaces Master Plan. Deficiencies shall be conveyed to the applicant for correction.

c) Upon determination that the necessary information is complete, the Department shall review and analyze all available and relevant material and determine if alternative alignments or sites located outside of the Metro owned or managed regional park, natural area, or recreational facility are feasible.

d) If outside alternatives are not feasible, the Department shall determine if the proposal can be accommodated without significant impact to park resources, facilities or their operation and management. Proposals which cannot be accommodated without significant impacts shall be rejected. If the Department determines that a proposal could be accommodated without significant impacts, staff shall initiate negotiations with the applicant to resolve all issues related to exact location, legal requirements, terms of the agreement, mitigation requirements, fair market value, site restoration, cultural resources, and any other issue relevant to a specific proposal or park, natural area or recreational facility. The Department shall endeavor to complete negotiations in a timely and business-like fashion.

e) Upon completion of negotiations, the proposed agreement, in the appropriate format, shall be forwarded for review and approval as noted in item "1" above. In no event shall construction of a project commence prior to formal approval of a proposal.

f) Upon completion of all Metro tasks and responsibilities or at intervals determined by the Department, and regardless of Metro Council action related to a proposed easement, right of way or lease for a non-park use, the applicant shall be invoiced for all expenses or the outstanding balance on expenses incurred by Metro.

g.) Permission from Metro for an easement or right-of-way shall not preclude review under applicable federal, state or local jurisdiction requirements.