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June 24, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as North Clackamas Parks and Recreation District Board of Directors

Status of District Finances and Financial Outcomes of Intergovernmental Agreements with City of Milwaukie including Cooperative Agreement Amendment #2 and Milwaukie Bay Park Phase III Construction Funding Agreement.

Previous Board Action/Review: June 2, 2026 – Briefing on district finances and financial outcomes of Milwaukie Intergovernmental Agreements

Performance Clackamas: Safe, Secure and Livable Communities
Healthy People
Strong Infrastructure

Counsel Review: Yes

Procurement Review: N/A

Contact Person: Kia Selley

Contact Phone: 971-337-6867

EXECUTIVE SUMMARY:

Status of District Finances

The North Clackamas Parks and Recreation District (“District”) was formed in 1990 by voters with a fixed permanent tax rate of \$0.5382 per \$1,000 of assessed value. With tax revenue growth averaging 3% annually, revenues are no longer keeping pace with expenses largely due to inflation. Since over half of the District’s General Fund revenue comes from this fixed tax rate, ongoing budget reductions will be required each fiscal year until additional General Fund revenue becomes available.

To balance the current fiscal year budget, significant budget reductions of \$1.3 million were required and an additional \$400,000 in budget reductions are required for fiscal year 2026-27. **Attachment A** demonstrates the necessity of budget reductions to preserve beginning fund balance and the increasing cost to maintain the same level of service largely due to inflation. Even with the planned budget reductions identified in the “Net Operating Income (Loss)” line of the five-year financial forecast (**Attachment B**), a fiscal cliff is anticipated in fiscal year 2031–32, resulting in program eliminations, facility closures, and reduced or eliminated maintenance district-wide. NCPRD staff are working with the Trust for Public Land on the timing of a five-year local option levy. Support for this funding measure from the Milwaukie City Council and other community leaders will be critical to its passage, particularly since the cost of living is a concern for many residents.

Milwaukie Intergovernmental Agreements

Since January 2025, representatives of the NCPRD Board and Milwaukie City Council have been negotiating two intergovernmental agreements (IGAs): (1) the amended Master-Cooperative Agreement (Amendment #2), which governs the operation and maintenance of parks, natural areas,

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trails, and facilities in Milwaukie; and (2) the Milwaukie Bay Park Phase III Construction Funding Agreement, which allocates District funds for park construction and transfers responsibility for the park's future operation and maintenance to Milwaukie. Negotiations began at the request of Mayor Batey to negotiate an agreement to fund Milwaukie Bay Park Phase III and the NCPRD Board agreed to do so if the 2008 Master-Cooperative Agreement could be updated simultaneously.

In April, the Milwaukie City Council approved both IGAs (**Attachment C**) although not all terms had been agreed to by the NCPRD Board. **Attachment D** includes the IGA terms proposed by District staff including new language regarding utilities and fees jointly proposed by District and Milwaukie staff. The revised language (Section II. Maintenance of Parks Facilities) proposes status quo City billing rates as of June 2025 for water, sewer, stormwater and transportation and requires District and Milwaukie staff to renegotiate terms by July 2027--which may require changes to Milwaukie Code. The District pays for utilities at 16 Milwaukie-owned parks and the Milwaukie Community Center as part of the District's operations and maintenance responsibilities. District staff contest high Milwaukie rates and payment of Milwaukie fees that fund municipal services and redirect District taxpayer funds to services other than parks and recreation (such as public safety). With higher rates and additional fees, District utility costs increased by \$24,000 for a six-month period in 2025. Additional budget reductions would be required to fund these higher costs further impacting NCPRD maintenance, and services and programs for recreation and older adult services. Key terms of the IGAs as proposed by District staff are outlined in **Attachment E** along with estimated financial impacts to the District.

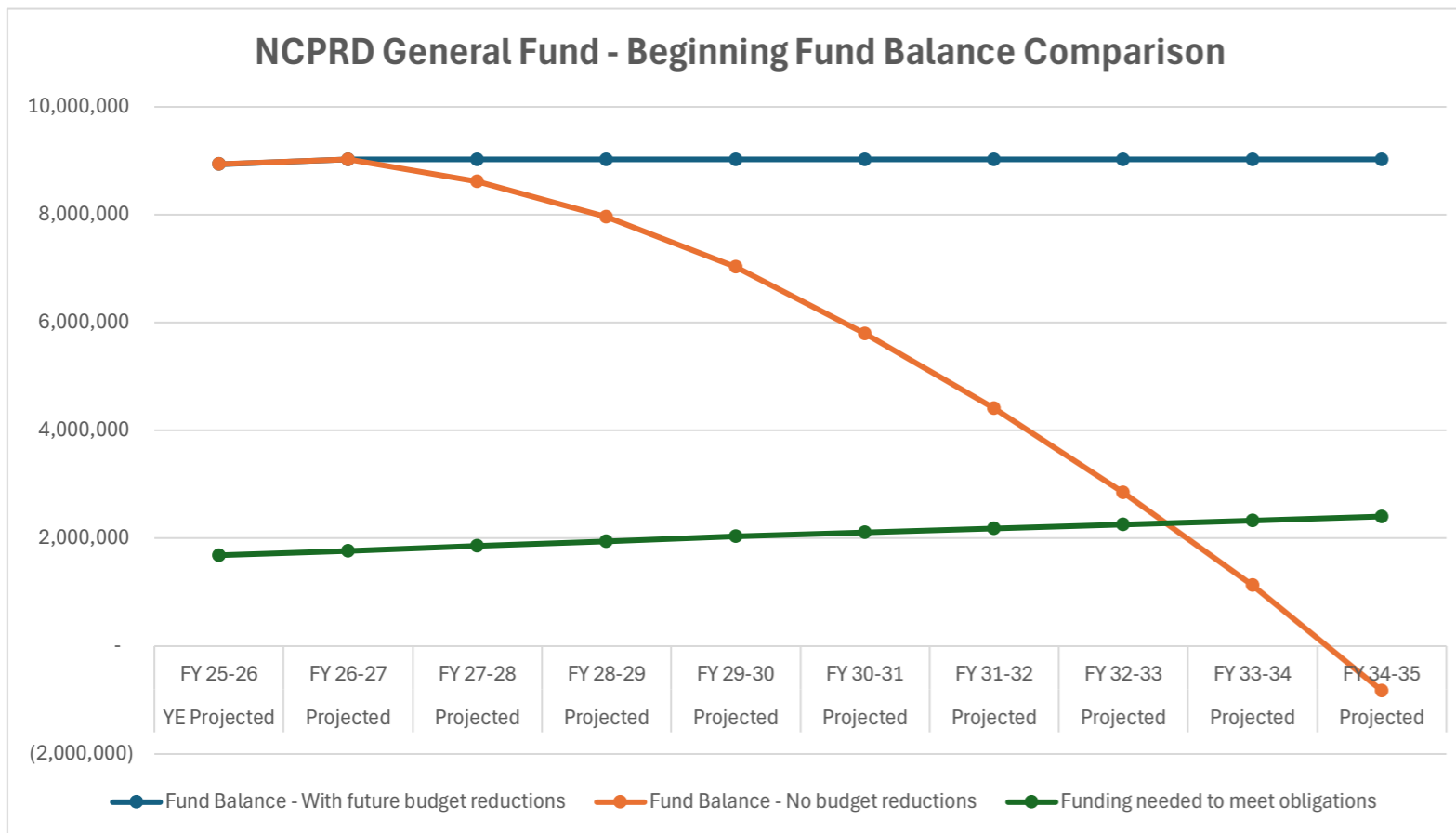
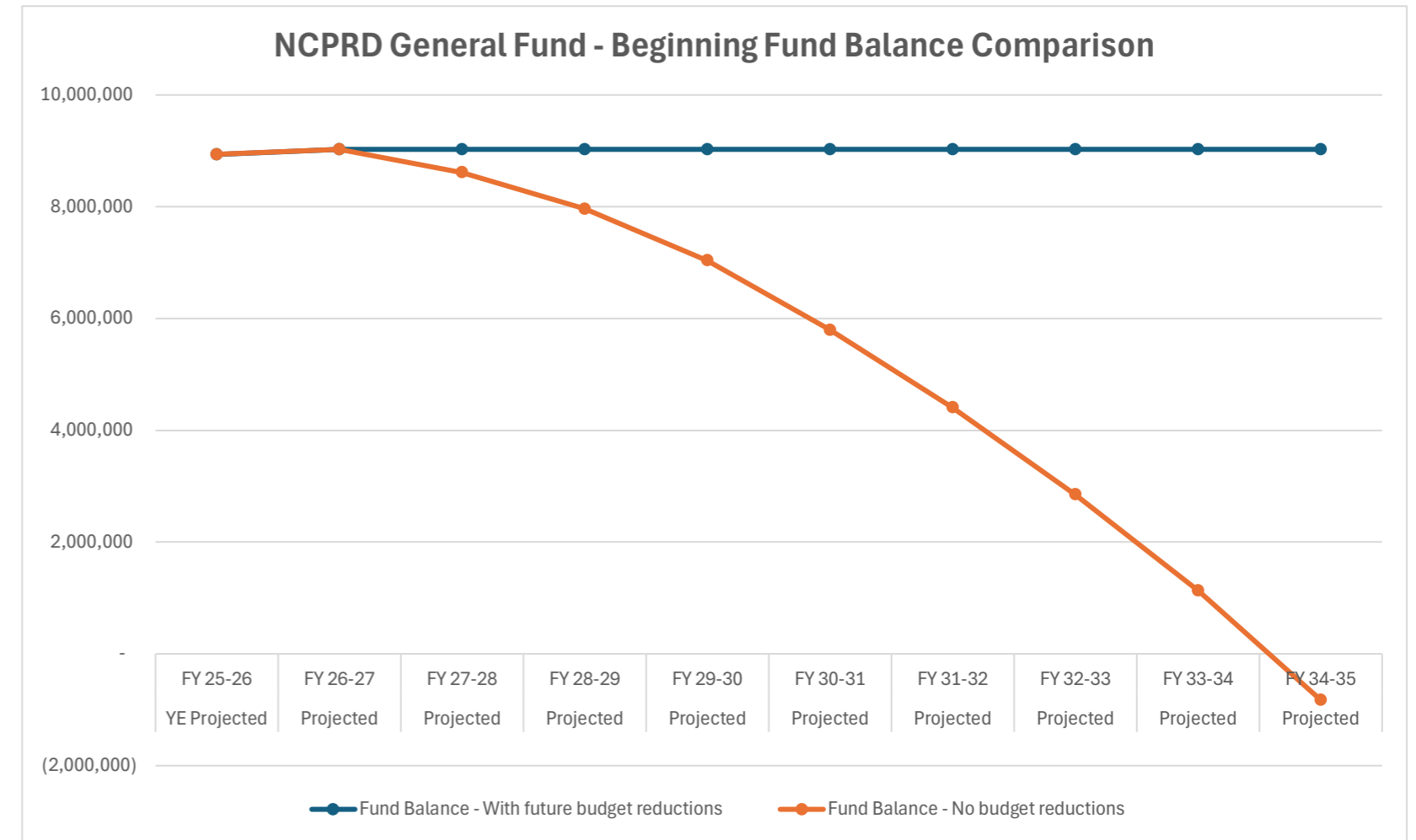
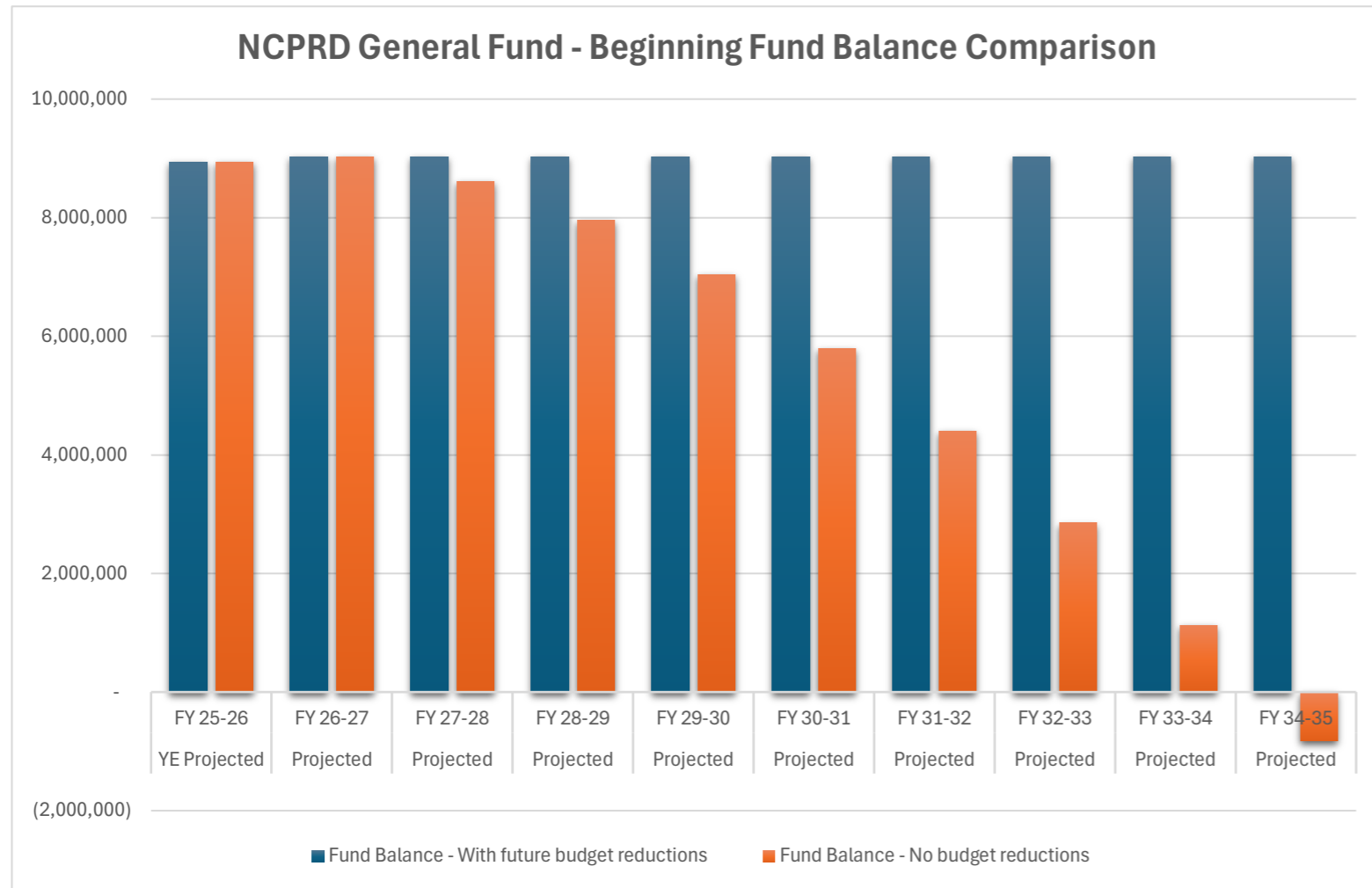
RECOMMENDATION: Staff recommend that the NCPRD Board of Directors provide direction to staff on next steps for the IGAs (included in Attachment D).

Respectfully submitted,

Kia Selley, *RLA*, Director
North Clackamas Parks and Recreation District

General Fund Beginning Fund Balance Comparison

	YE Projected FY 25-26	Projected FY 26-27	Projected FY 27-28	Projected FY 28-29	Projected FY 29-30	Projected FY 30-31	Projected FY 31-32	Projected FY 32-33	Projected FY 33-34	Projected FY 34-35
Fund Balance - With future budget reductions	8,934,824	9,026,539	9,026,539	9,026,539	9,026,539	9,026,539	9,026,539	9,026,539	9,026,539	9,026,539
Fund Balance - No budget reductions	8,934,824	9,026,539	8,612,499	7,962,076	7,037,768	5,795,996	4,404,625	2,852,749	1,128,802	(826,167)
Funding needed to meet obligations	1,685,681	1,767,445	1,855,817	1,945,443	2,039,408	2,107,503	2,177,917	2,250,731	2,326,029	2,403,897



Attachment B – Financial Forecast

N CPRD General Fund Forecast FY 26-27 through FY 31-32

	Actuals FY 23-24	Actuals FY 24-25	Adopted FY 25-26	YE Projected FY 25-26	Projected FY 26-27	Projected FY 27-28	Projected FY 28-29	Projected FY 29-30	Projected FY 30-31	Projected FY 31-32
Beginning Fund Balance	14,899,100	15,439,037	8,338,694	8,934,824	9,026,539	8,612,499	7,962,076	7,037,768	5,795,996	4,404,625
Taxes	7,087,992	7,322,188	7,570,000	7,570,000	7,797,100	8,031,013	8,271,943	8,520,102	8,775,705	9,038,976
Federal, State, Local, All Other Gifts & Donations	505,897	268,480	243,700	247,763	250,241	252,743	255,270	257,823	260,401	263,005
Charges, Fees, License, Permits	2,797,832	2,722,156	2,886,733	2,666,213	2,746,199	2,842,316	2,941,797	3,030,051	3,120,953	3,214,581
All Other Revenue Resources	1,229,160	1,121,603	737,728	750,670	475,698	490,946	466,393	430,900	382,723	328,577
Transfer in	17,979	16,446	145,569	94,942	99,689	104,674	109,907	115,403	118,865	122,431
Operating Revenue	11,638,860	11,450,873	11,583,730	11,329,588	11,368,927	11,721,692	12,045,312	12,354,279	12,658,647	12,967,570
% Change from prior year	N/A	-2%	1%	-2%	0%	3%	3%	3%	2%	2%
Personnel Services*	7,497,741	7,945,023	7,713,538	7,394,038	7,763,740	8,151,927	8,559,523	8,987,499	9,257,124	9,534,838
Materials and Services	3,176,800	3,075,986	3,987,045	3,827,835	4,019,227	4,220,188	4,410,097	4,608,551	4,792,893	4,984,609
Transfer Out	424,381	6,934,077	10,500	16,000	-	-	-	-	-	-
Operating Expense	11,098,922	17,955,086	11,711,083	11,237,873	11,782,967	12,372,115	12,969,620	13,596,050	14,050,017	14,519,447
% Change from prior year	N/A	62%	-35%	-4%	5%	5%	5%	5%	3%	3%
Net Operating Income (Loss)	539,938	(6,504,213)	(127,353)	91,715	(414,040)	(650,423)	(924,308)	(1,241,772)	(1,391,371)	(1,551,876)
Ending Fund Balance	15,439,038	8,934,824	8,211,340	9,026,539	8,612,499	7,962,076	7,037,768	5,795,996	4,404,625	2,852,749
Contingency	-	-	2,000,000	-	1,178,297	1,237,211	1,296,962	1,359,605	1,405,002	1,451,945
Reserves	-	-	6,211,341	-	7,434,202	6,724,864	5,740,806	4,436,391	2,999,623	1,400,804
Unappropriated Ending Fund Balance	15,439,038	8,934,824	-	9,026,539	-	-	-	-	-	-

Assumptions:

- ~Taxes - Property assessed value growth 3%
- ~Contributions & Donation growth: 1%
- ~Fees & Charges growth: FY 26-27 3%, Yr 2-3: 3.5%, Yr 4+: 3%
- ~CPI growth: Yr 1 2: 5.0%, Yr 3 4: 4.5%, and Yr 5: 4.0%
- ~Contract Employees: Yr 1 4: 5.0% and 3% forward
- ~Contingency is minimum 5% of Operating Expense per policy - FY 25-26 Budget is roughly 17%; Yr: 1-5+ 10%

*N CPRD staff are contracted through Clackamas County and are accounted for in Materials & Services. For the purposes of this forecast, staff costs are shown under Personnel Services.

Other Notes:

- ~Decrease in All Other Revenue between FY 24-25 Actuals and FY 25-26 YE Projected Budget is the loss in interest from a lower fund balance.
- ~Transfer In aligns with Transfers Out under the SDCs for staff time spent on SDC eligible projects
- ~The park, playground, and phase I community center improvements located at the Concord property are covered by SDCs from each zone since the property amenities are considered a district-wide asset. The rate in which the project can be covered by SDCs is 53.5%. The share of SDCs to be used on Concord will be 45% in an effort to conserve use of SDCs for other projects. The share of SDCs to be used is computed after sale proceeds and awarded grants have been subtracted.

FY 25-26 Adopted Budget - Transfer Out for \$10,500 detail:
 \$4,500 System Plan
 \$6,000 Trails Master Plan

- ~Major changes in between the FY 25-26 Adopted and Year-End Projection columns include:
 Actual beginning fund balance came in higher than anticipated due to revenues coming in higher and expenditures coming in lower than expected.
 The delayed opening of the Concord Community Center resulted in cancelled programming, directly affecting revenue and related expenses.
 The Recreation program has opted not to fill a vacant Recreation Coordinator position.

COUNCIL RESOLUTION No. 19-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN INTERGOVERNMENTAL AGREEMENTS (IGAS) WITH THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD).

WHEREAS the city has been a member of NCPRD since its formation in 1990, and the relationship between the city and NCPRD is governed by a Cooperative IGA, last updated in 2008; and

WHEREAS the city entered negotiations with NCPRD in early 2025 with the goal of making progress on the Milwaukie Bay Park Phase III project, which NCPRD had planned to complete by 2022 but had stalled; and

WHEREAS the NCPRD Board made adoption of any IGA to advance Milwaukie Bay Park Phase III contingent on the city also amending the 2008 Cooperative IGA; and

WHEREAS negotiation teams from the city and NCPRD have met regularly between January 2025 and April 2026 to develop agreements that would clarify city and NCPRD responsibilities in general and specifically as it pertains to Milwaukie Bay Park Phase III; and

WHEREAS Council has identified the completion of Milwaukie Bay Park as a top priority through its Parks and Greenspace goal; and

WHEREAS Simultaneous approval of both IGAs will advance one of Council's top priorities and clarify the relationship between the city and NCPRD.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the City Manager is authorized to sign the attached:

- Amendment #2 to the 2008 Cooperative IGA Between the City and NCPRD.
- An IGA between the City and NCPRD for the Contribution of District SDC and Grant Funding for the Construction of Phase III of Milwaukie Bay Park.
- Council's simultaneous approval of both IGAs is contingent upon NCPRD's simultaneous adoption of both IGAs.

Introduced and adopted by the City Council on **April 21, 2025**.

This resolution is effective immediately.




Lisa M. Batey, Mayor

ATTEST:



Scott S. Stauffer, City Recorder

APPROVED AS TO FORM:



Justin D. Gericke, City Attorney

**AMENDMENT #2
TO THE 2008 COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF MILWAUKIE AND NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT**

This Amendment #2 is entered into between North Clackamas Parks and Recreation District, a county service district formed under ORS Chapter 451 hereinafter referred to as ("District"), and the City of Milwaukie, hereinafter referred to as ("City"), pursuant to the provisions of the Intergovernmental Cooperation Act, ORS 190.003-190.250.

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. Section I., **Parks Capital Improvements** is replaced in the entirety as follows:

I. IMPROVEMENTS

A. DISTRICT

- 1) The District acknowledges that parks and recreation facility development priorities continue to grow and change. To this end, the District shall engage City residents as appropriate for planning and development projects and for those projects and all other matters will engage City residents indirectly through City-appointed District Advisory Committee representatives.
- 2) Except as relating to the Milwaukie Community Center in Section IV.B.1, Capital improvements, including new and repaired/replaced capital assets, under \$10,000 in value, for each City owned park, or other City owned recreation facility managed by the District (collectively referred to herein as "City Parks") can be implemented by the district without developing a formal agreement with the City. The District will notify the City of these improvements.
 - a) A "capital improvement, repair, or replacement" is any work performed by either party that due to the nature of the item or facility improved, repaired or replaced must be depreciated consistent with the County Capital Asset Policy (Policy # FIN-1.205), which speak to the Government Accounting Standards Board (GASB) and the Generally Accepted Accounting Principles (GAAP). An "improvement" is any work completed that is a permanent upgrade or addition to a property that increases its overall value, extends its useful life, or adapts it to a new use. These are distinct from "repairs" or "replacements" which restore a property to its original condition. "Maintenance" is the work described in Attachment 2, to this Agreement.
 - b) Capital improvements over \$10,000 in value that are included in the District's CIP require a project-specific IGA with scope and cost-sharing

for multi-year projects or an annual work plan with scope and cost-sharing for one-year projects and will be identified annually through the District's budget process. If project scope and cost-sharing cannot be agreed upon by city and District prior to fiscal year budget submittal, the project will be delayed until a future fiscal year.

- 3) Capital improvements requested by the City that are not identified in the District's CIP will be the financial responsibility of the City. The City will develop a project-specific IGA with the District and engage the District on design and selection of materials consistent with the process outlined in this agreement in consideration of long-term maintenance needs.
- 4) Capital improvements, repairs or replacements completed by the District with a value of over \$10,000 annually in any of the City Parks within the district must be approved by the City in a project specific IGA, or annual work plan that will be an IGA consisting of a number of projects. These approved capital improvements, repairs or replacements will be capitalized by the District annually (hereinafter referred to as "District Capitalized Asset").
- 5) If the City withdraws from the District or withdraws any City Park from District operation and management, the City will pay District the current depreciated value of all outstanding District Capitalized Assets, or in the case of a withdrawn City Park, the value of the outstanding depreciated value of the Capitalized Assets located at the City Park.
- 6) District Capitalized Assets will be depreciated for over 25 years following the year the investment is made, unless a project specific IGA is used with a different term. The District Capitalized Assets will follow the Clackamas County Capital Asset Policy (FIN-1.205) as shown in Attachment #3.

B. CITY

- 1) The City will retain the deeds to all City Park Properties operated and maintained by the District that are listed in Attachment #1.

As owner, the City shall retain authority for name changes to City Park Properties and the Milwaukie Community Center.

All City Park Properties maintained and operated by the District shall have signage explaining this dual relationship. Signs within these parks shall state: "This park is owned by the City of Milwaukie and maintained by the North Clackamas Parks and Recreation District."

- 2) The City may, at any time, construct new parks or make improvements to existing parks owned by the City. These improvements will be at the City's own expense unless the District agrees in advance to provide funding for

these improvements. For City Parks operated and maintained by District City staff shall coordinate with District staff throughout the planning, design and construction process to ensure efficient and safe operation and maintenance of City led and funded improvements. To this end, the District shall provide written approval of construction drawings and specifications before construction of improvements commence. This written approval will not be unreasonably withheld and will be provided no later than 30-days from receipt of the construction drawings and specifications. Any improvements not constructed consistent with the approved construction drawings and specifications shall be modified at the expense of the City. The District shall have no obligation to maintain or operate such parks unless otherwise agreed to in writing and the park shall be removed from Attachment #1 in Section II.A.1 below.

- 3) In those cases where the City would like to enhance, operate or maintain parks or facilities at a higher level of service than what is provided by the District, the City will have the exclusive right to the option to enhance, maintain and operate these facilities at the City's own expense. If the City funds improvements that are not approved by the District as described in B.(2) the City shall maintain those improvements in perpetuity unless otherwise agreed to by the District in writing.
- 4) The City's requests for District enhancement, maintenance or operation of new City facilities shall be made in writing and addressed to the Director of the District. The District Director shall respond to the City with a decision within two months of the City's request.

2. Section II., **Maintenance of Parks Facilities** is replaced in the entirety as follows:

II. MAINTENANCE

A. DISTRICT

- 1) The District will maintain and operate all City Park Properties listed in Attachment #1. The parties agree to update this list by June 30 annually in writing in the form of an amendment to this Agreement. The District is responsible for utilities at properties it maintains and operates.
- 2) The District will maintain and operate all City Park Properties to the standard as described in Attachment #2.
- 3) The District does not have responsibility to maintain improvements adjacent and in some cases within City Park Properties including streets, bridges, utility poles, lighting poles, underground facilities, storm water facilities developed by the City, or signage in the City right-of-way.

- 4) Milwaukie Bay Park will be maintained and operated by the City pursuant to a separate IGA once construction commences consistent with the terms of that agreement.

B. CITY

- 1) The City shall maintain parks and facilities owned by the City that are not listed in Attachment 2 as well as new assets or new improvements to existing assets that don't follow the process described in B.2).

3. Section III. A., **Recreational Programming: District** is replaced in the entirety as follows:

III. PROGRAMMING

A. DISTRICT

- 1) The District will provide aquatics, recreational and educational programming for all ages and abilities, year-round and throughout the District.
- 2) Except for North Clackamas Park, the Milwaukie Community Center, and Milwaukie Bay Park, use of all City parks and recreation facilities will be on a first come, first served basis. The District will be responsible for scheduling and management of North Clackamas Park and Milwaukie Community Center. At parks maintained by the City, including Milwaukie Bay Park, the City will be responsible for scheduling and managing programming, including issuance of permits. The City will not unreasonably withhold permission for the District to hold any programming in these parks.
- 3) Events held in City Parks, regardless of which entity maintains the park, will be required to receive a Temporary Event Permit from the City of Milwaukie, and staff from both parties will coordinate to ensure all permit requirements are met.
- 4) The City, City Board and Committees, and City neighborhood district associations will receive priority for holding events and activities in parks owned by the City.

4. Section IV., **Milwaukie Community Center** is replaced in the entirety as follows:

IV. MILWAUKIE COMMUNITY CENTER

A. DISTRICT

- 1) The District shall be responsible for programming, operations, and maintenance of the Milwaukie Community Center located at 5440 SE Kellogg Creek Dr., Milwaukie OR 97222.
- 2) The District may be responsible for administering programs at the Milwaukie Community Center for all ages as funds allow.

B. CITY

- 1) The City shall be responsible for funding capital improvements, repairs and replacements (including facility equipment that is beyond its useful life) at the Milwaukie Community Center. The City will not be responsible for replacing programming equipment, such as exercise machines and sports equipment.

C. JOINTLY, CITY AND THE DISTRICT

- 1) The District and the City may use the Milwaukie Community Center for such activities as public meetings consistent with building policies. All other governmental users will pay a fee consistent with building use policies approved by the BOD.
- 2) The MCCAB will be a standing committee of the District Advisory Committee ("DAC"). The MCCAB shall consist of a minimum of twelve (12) members who live or work within the District boundaries. Of the twelve MCCAB members, there will be representation of one member appointed by the City.
- 3) The MCCAB agrees to recommend to the DAC for approval the individuals nominated by the City Council to fill the City representative seat. The DAC agrees to appoint the individuals nominated by the City unless there is good cause for rejecting the nomination. All other MCCAB applications for any of the remaining at-large board positions may be made directly to the MCCAB.
- 4) The MCCAB members will be recommended by the MCCAB and appointed by the DAC. MCCAB members will be appointed to staggered three year terms with terms ending in October of each year. Current members will continue to serve until their term ends.
- 5) During the annual budget process the MCCAB may provide budget recommendations to the DAC for the operation and maintenance of the Milwaukie Community Center.
- 6) The City will continue to retain the deed to the Milwaukie Community Center and as owner has sole authority for a name change under advisement of the MCCAB.

5. Section V., Administrative Issues is replaced in the entirety as follows:

V. ADMINISTRATIVE ISSUES

A. DISTRICT FUNDING

- 1) Either party can pursue measures to secure additional funding related to capital or operational needs and can ask the other party for a statement of support for those efforts.

a. DISTRICT ADVISORY COMMITTEE

- 1) The DAC will be formed and operate consistent with its bylaws as approved by the Board of Directors. The City will propose its two representatives for consideration by the Board of Directors approval, which shall not be unreasonably withheld.

- B. At the request of the City, the District Director or their designee may provide the City Council with an annual report describing District funding, planning and/or operations and maintenance of facilities and programs within the City.

6. Section VI., Removal of City Parks and Recreation Facilities from District Maintenance Responsibility is replaced in part as follows:

VI. REMOVAL OF CITY PARKS AND RECREATION FACILITIES FROM DISTRICT MAINTENANCE RESPONSIBILITY

- 1) The City may choose at any time to remove some of the assets described in Attachment #1 (including the Milwaukie Community Center) from the District's maintenance responsibility.
- 2) If the City removes assets from the maintenance and operation of the District, the City shall fund all operations and maintenance of the removed assets. There will not be a reduction in the District tax rate for City residents. City residents will continue to receive all of the benefits of in-District residents (e.g., lower user fees, priority use of facilities). Further, District residents will continue to receive all of the benefits (e.g., scheduling, priority use of facilities, equal or lower fees) of the removed facilities and will be treated equally with residents of the City.
- 3) Employees of the District primarily responsible for the operations or maintenance of removed assets may be transferred to the City per ORS 236.
- ...
- 5) Upon completion of all appeals, and rights to appeal, in the present litigation involving the parties in Clackamas County Circuit Court No. 22CV22550 and in the Oregon Court of Appeals No. A181673, the City may withdraw from

the District as provided by State Law. Such withdrawal is subject to City's obligations under Section I.A for repayment of District Capitalized Assets.

7. Section VII.B.b, **Additional Provisions: Disputes: Step Two** is modified as follows:

b) Step Two. If the dispute cannot be resolved within thirty (30) days at step one, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five potential mediators from an entity or firm providing mediation services that is mutually acceptable to the parties. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, the parties shall submit the matter to the Presiding Court of Clackamas County and the Presiding Judge shall appoint such a mediator from the list of mediators submitted by the mediation entity or firm. The mediator's fees shall be borne equally by the parties and the parties shall each bear their own costs, attorney fees and fees associated with the mediation. If the issue is resolved at this step, a written determination of such resolution shall be signed by each representative and approved by the respective governing body.

8. Section VII.E, **Additional Provisions: Notices** is modified as follows:

To the City: City Manager
10501 SE Main Street
Milwaukie, OR 97222

To the District: District Director
3811 SE Concord Road
Oak Grove, Oregon 97267

9. Section VII.G.2-3, **Additional Provisions: Review** removes the following sections below in italics:

- 2) *Beginning on July 1 of 2013, and each five years after that date, the City will formally review the IGA and meet with the DAB to discuss potential amendments; or*
- 3) *At such time the District Master Plan is amended, the City will review the IGA and propose amendments to the District within one year of the effective date of the amended master plan.*

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10. Attachment #1, Milwaukie Parks to be maintained and operated by the Service District, is replaced in the entirety as follows:

ATTACHMENT #1:
CITY-OWNED PARKS TO BE MAINTAINED AND OPERATED BY THE DISTRICT

Ardenwald Park
Spring Park
Stanley Park (excluding well site)
Century Park
Water Tower Park (excluding well site and water tank)
Furnberg Park
North Clackamas Park (Including Sara Hite Memorial Rose Garden)
Dogwood Park
Wichita Park
Scott Park
Robert Kronberg Park
Ball-Michel Park
Homewood Park
Balfour Park
Bowman-Brae Park

DRAFT

11. Attachment #2, **Park Maintenance Standards City of Milwaukie**, is replaced in the entirety as follows:

ATTACHMENT #2:

MAINTENANCE STANDARDS

Assets owned by the City are divided into three categories: Developed Parks, Special Use Facilities, and Natural Resource Areas. The level of service for District maintenance of City-owned assets shall be consistent with service provided throughout the District and is subject to the availability of funding.

Developed Parks

Developed Parks may also include Natural Resource Areas within their boundary. City-owned Developed Parks include: Ardenwald Park, Dogwood Park, North Clackamas Park, Milwaukie Bay Park, Scott Park, Balfour Park, Wichita Park, Spring Park, Homewood Park, Ball-Michel Park, Furnberg Park, Stanley Park, Bowman-Brae Park, Century Park, and Water Tower Park.

The following is a list of typical tasks performed at Developed Parks:

- Turf edging and mowing
- Broadleaf weed management
- Fertilization of turf and plantings
- Removal of trash and litter
- Irrigation system management including winterization
- Pruning of trees and shrubs for safety
- Mulching of leaves
- Maintenance and repair of site furniture and minor improvements (i.e. picnic tables, benches, trash receptacles, fencing)

SPECIAL USE FACILITIES

There are a variety of special use facilities owned by the City. These facilities are maintained differently based on their use.

Milwaukie Bay Park Boat Ramp and Dock: The dock is removed in the fall and replaced in the spring. Fall removal of the dock is to prevent damage to the asset by winter debris flows in the river. See Developed Parks for typical tasks provided in the surrounding area.

Restrooms: There are ten restrooms at City-owned assets. Eight restrooms are located at North Clackamas Park and the other restrooms are located at the Milwaukie Bay Park boat ramp. Restrooms are inspected and cleaned at regularly scheduled intervals depending on the season, and the size and type of event scheduled nearby.

Sidewalks and Parking Lots: All debris is blown from sidewalks by the District. Parking lots and roadways are swept and repaired on an as needed basis by City Public Works.

NATURAL RESOURCE AREAS

Natural Resource Areas may be singular assets or located within a Developed Park. City-owned Natural Resource Areas include the following: Furnberg Park, Homewood Park, Spring Park, Kronberg Park, Dogwood Park, Scott Park, North Clackamas Park and Milwaukie Bay Park.

Natural areas are characterized as undeveloped landscapes with relatively intact ecosystem structure and functions, and used primarily for passive recreation. Natural areas are considered to have limited or minimal human disturbance and provide habitat for Lower Willamette Valley biotic communities in an urban setting.

The District will provide staff, organize volunteers or coordinate contract workers to enhance park ecosystems utilizing methods such as removing invasive plants, hazardous trees, and litter on an as-needed basis; and, replacing or planting native plants and clearing pathways in a manner fitting natural areas. The use of chemicals shall be minimized in these areas.

Where practical and safe, the District will consider the impacts of maintenance to natural cycles of succession, disturbance, and wildlife habitat needs. For example, dead or declining trees in a natural area may create opportunities for standing snags, nurse logs and brush piles. Aquatic features like pools or in stream woody debris are maintained even if doing so decreases drainage. Every effort should be taken to retain or increase available enhancement resources on a given site while maintaining a safe environment for the public.

Natural and sensitive areas shall be monitored for the following:

- Public use, such as high impact, vandalism, graffiti, or illegal activity
- Silt or debris loading and drainage of wetlands, ponds, and streams
- Presence of invasive plants and hazardous trees
- Water quality and upstream impacts
- Dog or other pet impacts to turf, trails and wetlands

Natural areas are subject to litter and dumping activity. Park visitors are less likely to dump or litter if a site is clean and appears well maintained. Maintenance activities may discourage this activity through these routine tasks:

- Inspection of trailheads
- Quick response clean-up when incidents are reported
- Prompt removal of encampments (Milwaukie Code Enforcement staff should be contacted to assist with this)

Click here to enter text.

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

**North Clackamas Parks
And Recreation District**

City of Milwaukie

Craig Roberts, Chair

Date

Date

DRAFT

**INTERGOVERNMENTAL AGREEMENT BETWEEN:
THE CITY OF MILWAUKIE AND
THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
FOR CONTRIBUTION OF DISTRICT SDC AND GRANT FUNDING FOR THE
CONSTRUCTION OF PHASE III OF MILWAUKIE BAY PARK**

THIS AGREEMENT (“Agreement”) is entered into and between North Clackamas Parks and Recreation District (“District”), a county service district established pursuant to ORS Chapter 451, and the City of Milwaukie (“City”), an Oregon municipal corporation (collectively, the “Parties” and individually “Party”).

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

This Agreement establishes roles and responsibilities between the City and the District for funding, grant administration, and construction of Phase III of Milwaukie Bay Park (the “Project”), which is owned by the City and is intended to be operated and maintained by the District.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution and shall remain in effect until the latest to occur, it is terminated, superseded, or 25 years from the completion of the Project.
2. **Project.** The City plans to design and construct a third phase of construction at Milwaukie Bay Park (“Project”).
3. **Project Funding.** The District and City agree to the following funding parameters under this Agreement:
 - A. All funds contributed to the Project by District are subject to the programming requirements in Section 5.B below.
 - B. The District will contribute Three Million One-Hundred Thousand Dollars (\$3.1 Million Dollars) of District owned SDC funds currently in the possession of the District, collected from within the City after execution of this agreement. Further, the District will contribute additional Zone 1 (City) SDC funds accrued from the execution of this agreement through commencement of construction, or 24-months from the time of execution of this agreement, whichever is sooner, as described below in Section 4.A, in an amount equal to the lesser of such actual accrual or \$200,000. City may request reasonable accommodation to adjust the construction commencement date for reasons that occur beyond its control.

- C. The District will contribute Nine Hundred One Thousand Six Hundred Seventy-Seven Dollars (\$901,677 Dollars) of Metro Local Share Grant Funds. The Local Share Grant Funds may be used anywhere in the District. By agreeing to use these funds for Milwaukie Bay Park the City acknowledges that the District is deferring the higher priority projects at North Clackamas Park identified in the District Strategic Plan to assist the City with their Project. This results in the District changing the North Clackamas Park Project to be considered as a mid-term priority (5-10 years) and the Milwaukie Bay Park Project to be considered as a short term priority (0-5 years) within the NCPRD System Plan capital project list.
- D. The District will reassign Metro Grant of Six Hundred Fifty-Eight Thousand and Twenty-Seven Dollars (\$658,027 Dollars) for trail improvements planned for the Project.
- E. The District shall have no further financial responsibility or obligation for the Project.

4. **Project Management.**

- A. The City will be solely responsible for park design and construction, and upon the start of construction, or 24 months from the time of execution of this agreement, whichever is sooner, will be solely responsible for maintenance and operations of Milwaukie Bay Park.
- B. Milwaukie Bay Park will be withdrawn from the District's maintenance and operation responsibilities, but will retain programming responsibilities, as referenced in the 2008 Cooperative Intergovernmental Agreement with the District as amended.
- C. Project Delivery: Consistent with Section 1: Term above the Project will have substantial progress occurring no later than 24-months from the time of execution of this agreement. Substantial progress includes agreement of all proposed changes in design, completion of finalized construction documents, completed and approved plan review, permit issuance, and initial physical construction activities for the Project (i.e., onsite grading, earth moving, framing, masonry, plumbing, electrical work, etc.). Should the Project not be completed by December 31, 2030, any of the District's funds contributed to the Project as described in Section 3 above and not used by the City to pay for design or construction will be withdrawn.
- D. The District will transfer all design and construction contracts and design drawings and specifications for work completed in support of the Project completed by District.

5. **Other Terms and Conditions.** District and City agree to the following responsibilities under this Agreement:

- A. City shall retain ownership of park, offsite infrastructure and all other improvements that are not moveable and integral to the built out environment following completion

of construction. For example, concrete pads, paths and walkways, sidewalk and curb improvements, striping, restroom facilities, shade structures, grading and scarifying of soils, imported fill material, trees, shrubs, grasses, and other landscaping materials.

- B. The City shall be responsible for scheduling Milwaukie Bay Park programs with priority for District and City events and activities. The City will manage all special use permits, including collection of appropriate fees. Permission for District events and activities will not be unreasonably withheld by the City.

6. Termination.

- A. Either the District or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within twenty-one (21) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such twenty-one (21) day period, this provision shall be complied with if the breaching Party begins correction of the default within the twenty-one (21) day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- B. The District may terminate this Agreement without penalty or obligation to the City in the event the District fails to receive expenditure authority, grant awards, or other funding sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the District is prohibited from paying for such work from the planned funding sources.
- C. Unless otherwise provided in this Agreement, a defaulting party shall be treated as if that party terminated this Agreement.
- D. Should City terminate the Agreement prior to 10 years from Project completion, City shall return \$902,000 of the Zone 1 City SDC funds as described in Section 3.B to District.
- E. Should the City terminate the agreement and attempt to withdraw pursuant to the provisions of ORS Chapter 222 the City agrees the SDC funds contributed to the Project would be treated as a pre-payment already received or a credit paid by the District of the City's proportionate share of District assets, if any, depending on the legal method for City withdrawal from the District.
- F. Should the City be withdrawn from the District, City will be deemed to have terminated the Agreement.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or
- 3 – IGA - Milwaukie Bay Park Phase III – District SDC Fund Contribution

successor statute, the District agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

8. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

Milwaukie:

City Liaison
Joseph Briglio
10501 SE Main Street
Milwaukie, Oregon 97222
Email: briglio@milwaukieoregon.gov

District:

District Liaison
Kia Selley
3811 SE Concord Rd
Milwaukie, OR 97267
Email: kselley@ncprd.com

9. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas District without giving effect to the conflict of law provisions thereof. Any claim between District and City that

arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas District for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of twenty-five (25) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, either Party shall permit the other Party's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above-mentioned laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect, and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this

Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- L. **Survival.** All provisions in Sections 2, 4 (A-B), 6, and 8 (A), (C), (D), (F), (G-L), and (O) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- M. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- N. **Force Majeure.** Neither City nor District shall be held responsible for delay or default caused by events outside of the City or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City and District shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

O. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

**North Clackamas Parks
and Recreation District**

City of Milwaukie

Craig Roberts, Chair, Board of Directors

Emma Sagor, City Manager

Date

Date

DRAFT

**AMENDMENT #2
TO THE 2008 COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF MILWAUKIE AND NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT**

This Amendment #2 is entered into between North Clackamas Parks and Recreation District, a county service district formed under ORS Chapter 451 hereinafter referred to as ("District"), and the City of Milwaukie, hereinafter referred to as ("City"), pursuant to the provisions of the Intergovernmental Cooperation Act, ORS 190.003-190.250.

The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. Section I., **Parks Capital Improvements** is replaced in the entirety as follows:

I. IMPROVEMENTS

A. DISTRICT

- 1) The District acknowledges that parks and recreation facility development priorities continue to grow and change. To this end, the District shall engage City residents as appropriate for planning and development projects and for those projects and all other matters will engage City residents indirectly through City-appointed District Advisory Committee representatives.
- 2) Except as relating to the Milwaukie Community Center in Section IV.B.1, Capital improvements, including new and repaired/replaced capital assets, under \$10,000 in value, for each City owned park, or other City owned recreation facility managed by the District (collectively referred to herein as "City Parks") can be implemented by the district without developing a formal agreement with the City. The District will notify the City of these improvements.
 - a) A "capital improvement, repair, or replacement" is any work performed by either party that due to the nature of the item or facility improved, repaired or replaced must be depreciated consistent with the County Capital Asset Policy (Policy # FIN-1.205), which speak to the Government Accounting Standards Board (GASB) and the Generally Accepted Accounting Principles (GAAP). An "improvement" is any work completed that is a permanent upgrade or addition to a property that increases its overall value, extends its useful life, or adapts it to a new use. These are distinct from "repairs" or "replacements" which restore a property to its original condition. "Maintenance" is the work described in Attachment 2, to this Agreement.
 - b) Capital improvements over \$10,000 in value that are included in the District's CIP require a project-specific IGA with scope and cost-sharing for multi-year projects or an annual work plan with scope and cost-sharing

for one-year projects and will be identified annually through the District's budget process. If project scope and cost-sharing cannot be agreed upon by city and District prior to fiscal year budget submittal, the project will be delayed until a future fiscal year.

- 3) Capital improvements requested by the City that are not identified in the District's CIP will be the financial responsibility of the City. The City will develop a project-specific IGA with the District and engage the District on design and selection of materials consistent with the process outlined in this agreement in consideration of long-term maintenance needs.
- 4) Capital improvements, repairs or replacements completed by the District with a value of over \$10,000 annually in any of the City Parks within the district must be approved by the City in a project specific IGA, or annual work plan that will be an IGA consisting of a number of projects. These approved capital improvements, repairs or replacements will be capitalized by the District annually (hereinafter referred to as "District Capitalized Asset").
- 5) If the City withdraws from the District or withdraws any City Park from District operation and management, the City will pay District the current depreciated value of all outstanding District Capitalized Assets, or in the case of a withdrawn City Park, the value of the outstanding depreciated value of the Capitalized Assets located at the City Park.
- 6) District Capitalized Assets will be depreciated over 25 years following the year the investment is made, unless a project specific IGA is used with a different term. The District Capitalized Assets will follow the Clackamas County Capital Asset Policy (#FIN-1.205) as shown in Attachment #3.


B. CITY

- 1) The City will retain the deeds to all City Park Properties operated and maintained by the District that are listed in Attachment #1.

As owner, the City shall retain authority for name changes to City Park Properties and the Milwaukie Community Center.

All City Park Properties maintained and operated by the District shall have signage explaining this dual relationship. Signs within these parks shall state: "This park is owned by the City of Milwaukie and maintained by the North Clackamas Parks and Recreation District."

- 2) The City may, at any time, construct new parks or make improvements to existing parks owned by the City. These improvements will be at the City's own expense unless the District agrees in advance to provide funding for these improvements. For City Parks operated and maintained by District City

staff shall coordinate with District staff throughout the planning, design and construction process to ensure efficient and safe operation and maintenance of City led and funded improvements.  this end, the District shall provide written approval of construction drawings and specifications before construction of improvements commence. This written approval will not be unreasonably withheld and will be provided no later than 30-days from receipt of the construction drawings and specifications. Any improvements not constructed consistent with the approved construction drawings and specifications shall be modified at the expense of the City. The District shall have no obligation to maintain or operate such parks unless otherwise agreed to in writing and the park shall be removed from Attachment #1 in Section II.A.1 below.

- 3) In those cases where the City would like to enhance, operate or maintain parks or facilities at a higher level of service than what is provided by the District, the City will have the exclusive right to the option to enhance, maintain and operate these facilities at the City's own expense. If the City funds improvements that are not approved by the District as described in B.(2) the City shall maintain those improvements in perpetuity unless otherwise agreed to by the District in writing.
- 4) The City's requests for District enhancement, maintenance or operation of new City facilities shall be made in writing and addressed to the Director of the District. The District Director shall respond to the City with a decision within two months of the City's request.

2. Section II., **Maintenance of Parks Facilities** is replaced in the entirety as follows:

II. MAINTENANCE

A. DISTRICT

- 1) The District will maintain and operate all City Park Properties listed in Attachment #1. The parties agree to update this list by June 30 annually in writing in the form of an amendment to this Agreement.
- 2) The District will pay only for the sewer, water, stormwater, and transportation charges that were paid to the City in June 2025 associated with the City Park properties that it operates and maintains. Consistent with billing arrangements in June 2025, the District will not pay the City for surface stormwater charges at North Clackamas Park and the Milwaukie Community Center, or for any other charges not billed by the City as of June 2025. The District reserves the right to dispute stormwater square footage for areas that are not park-related improvements operated or maintained by NCPRD. The District shall receive a credit for any utility fees paid during Fiscal Year 2025-26 that exceed the

charges in effect as of June 2025; this credit is currently estimated at approximately \$24,000. Because these terms are not consistent with current City Code, the District and the City shall renegotiate this section by July 2027, which may require amendments to City Code. The District will pay all non-city utility charges at properties it operates and maintains.

- 3)
- 4) The District will maintain and operate all City Park Properties to the standard as described in Attachment #2.
- 5) The District does not have responsibility to maintain improvements adjacent and in some cases within City Park Properties including streets, bridges, utility poles, lighting poles, underground facilities, storm water facilities developed by the City, or signage in the City right-of-way.
- 6) Milwaukie Bay Park will be maintained and operated by the City pursuant to a separate IGA once construction commences consistent with the terms of that agreement.

B. CITY

- 1) The City shall maintain parks and facilities owned by the City that are not listed in Attachment 2 as well as new assets or new improvements to existing assets that don't follow the process described in B.2).

3. Section III. A., **Recreational Programming: District** is replaced in the entirety as follows:

III. PROGRAMMING

A. DISTRICT

- 1) The District will provide aquatics, recreational and educational programming for all ages and abilities, year-round and throughout the District.
- 2) Except for North Clackamas Park, the Milwaukie Community Center, and Milwaukie Bay Park, use of all City parks and recreation facilities will be on a first come, first served basis. The District will be responsible for scheduling and management of North Clackamas Park and Milwaukie Community Center. At parks maintained by the City, including Milwaukie Bay Park, the City will be responsible for scheduling and managing programming, including issuance of permits. The City will not unreasonably withhold permission for the District to hold any programming in these parks.
- 3) Events held in City Parks, regardless of which entity maintains the park, will be required to receive a Temporary Event Permit from the City of Milwaukie,

and staff from both parties will coordinate to ensure all permit requirements are met. Any Temporary Event Permit that District is required to obtain for the use of City Parks that District maintains will be granted free of charge.

- 4) The City, City Public Advisory Boards and Committees, and City neighborhood district associations, CPOs, the DAC, and other government partners will receive a government and public entity special use permit rate holding events and activities in parks and natural areas owned by the City that are free and open to the public and are not fee based or a fundraising event.

4. Section IV., **Milwaukie Community Center** is replaced in the entirety as follows:

IV. MILWAUKIE COMMUNITY CENTER

A. DISTRICT

- 1) The District shall be responsible for programming, operations, and maintenance of the Milwaukie Community Center located at 5440 SE Kellogg Creek Dr., Milwaukie OR 97222.
- 2) The District may be responsible for administering programs at the Milwaukie Community Center for all ages as funds allow.

B. CITY

- 1) The City shall be responsible for funding capital improvements, repairs and replacements (including facility equipment that is beyond its useful life) at the Milwaukie Community Center. The City will not be responsible for replacing programming equipment, such as exercise machines and sports equipment.

C. JOINTLY, CITY AND THE DISTRICT

- 1) The District and the City may use the Milwaukie Community Center for such activities as public meetings consistent with building policies. All other governmental users will pay a fee consistent with building use policies approved by the BOD.
- 2) The City will continue to retain the deed to the Milwaukie Community Center and as owner has sole authority for a name change

5. Section V., **Administrative Issues** is replaced in the entirety as follows:

V. ADMINISTRATIVE ISSUES

A. DISTRICT FUNDING

- 1) Either party can pursue measures to secure additional funding related to capital or operational needs and can ask the other party for a statement of support for those efforts.

a. DISTRICT ADVISORY COMMITTEE

The DAC will be formed and operate consistent with its bylaws as approved by the Board of Directors. The City will propose its two representatives for consideration by the Board of Directors approval of which shall not be unreasonably withheld.

1)

- B. At the request of the City, the District Director or their designee may provide the City Council with an annual report describing District funding, planning and/or operations and maintenance of facilities and programs within the City.

6. Section VI., **Removal of City Parks and Recreation Facilities from District Maintenance Responsibility** is replaced in part as follows:

VI. REMOVAL OF CITY PARKS AND RECREATION FACILITIES FROM DISTRICT MAINTENANCE RESPONSIBILITY

- 1) The City may choose at any time to remove some of the assets described in Attachment #1 (including the Milwaukie Community Center) from the District's maintenance responsibility.
- 2) If the City removes assets from the maintenance and operation of the District, the City shall fund all operations and maintenance of the removed assets. There will not be a reduction in the District tax rate for City residents. City residents will continue to receive all of the benefits of in-District residents (e.g., lower user fees, priority use of facilities). Further, District residents will continue to receive all of the benefits (e.g., scheduling, priority use of facilities, equal or lower fees) of the removed facilities and will be treated equally with residents of the City.
- 3) Employees of the District primarily responsible for the operations or maintenance of removed assets may be transferred to the City per ORS 236.
- ...
- 5) Upon completion of all appeals, and rights to appeal, in the present litigation involving the parties in Clackamas County Circuit Court No. 22CV22550 and in the Oregon Court of Appeals No. A181673, the City may withdraw from the District as provided by State Law. Such withdrawal is subject to City's obligations under Section I.A for repayment of District Capitalized Assets.

7. Section VII.B.b, **Additional Provisions: Disputes: Step Two** is modified as follows:

b) Step Two. If the dispute cannot be resolved within thirty (30) days at step one, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five potential mediators from an entity or firm providing mediation services that is mutually acceptable to the parties. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, the parties shall submit the matter to the Presiding Court of Clackamas County and the Presiding Judge shall appoint such a mediator from the list of mediators submitted by the mediation entity or firm. The mediator's fees shall be borne equally by the parties and the parties shall each bear their own costs, attorney fees and fees associated with the mediation. If the issue is resolved at this step, a written determination of such resolution shall be signed by each representative and approved by the respective governing body.

8. Section VII.E, **Additional Provisions: Notices** is modified as follows:

To the City: City Manager
 10501 SE Main Street
 Milwaukie, OR 97222

To the District: District Director
 3811 SE Concord Road
 Oak Grove, Oregon 97267

9. Section VII.G.2-3, **Additional Provisions: Review** removes the following sections below in italics:

- 2) *Beginning on July 1 of 2013, and each five years after that date, the City will formally review the IGA and meet with the DAB to discuss potential amendments; or*
- 3) *At such time the District Master Plan is amended, the City will review the IGA and propose amendments to the District within one year of the effective date of the amended master plan.*

10. Attachment #1, Milwaukie Parks to be maintained and operated by the Service District, is replaced in the entirety as follows:

ATTACHMENT #1:

CITY-OWNED PARKS TO BE MAINTAINED AND OPERATED BY THE DISTRICT

Ardenwald Park
Spring Park
Stanley Park (excluding well site)
Century Park
Water Tower Park (excluding well site and water tank)
Furnberg Park
North Clackamas Park
Dogwood Park
Wichita Park
Scott Park
Robert Kronberg Park
Ball-Michel Park
Homewood Park
Balfour Park
Bowman-Brae Park

11. Attachment #2, **Park Maintenance Standards City of Milwaukie**, is replaced in the entirety as follows:



ATTACHMENT #2:

MAINTENANCE STANDARDS

Assets owned by the City are divided into three categories: Developed Parks, Special Use Facilities, and Natural Resource Areas. The level of service for District maintenance of City-owned assets shall be consistent with service provided throughout the District and is subject to the availability of funding.

Developed Parks

Developed Parks may also include Natural Resource Areas within their boundary. City-owned Developed Parks include: Ardenwald Park, Dogwood Park, North Clackamas Park, Milwaukie Bay Park, Scott Park, Balfour Park, Wichita Park, Spring Park, Homewood Park, Ball-Michel Park, Furnberg Park, Stanley Park, Bowman-Brae Park, Century Park, and Water Tower Park.

The following is a list of typical tasks performed at Developed Parks:

- Turf edging and mowing
- Broadleaf weed management
- Fertilization of turf and plantings
- Removal of trash and litter
- Irrigation system management including winterization

- Pruning of trees and shrubs for safety
- Mulching of leaves
- Maintenance and repair of site furniture and minor improvements (i.e. picnic tables, benches, trash receptacles, fencing)

SPECIAL USE FACILITIES

There are a variety of special use facilities owned by the City. These facilities are maintained differently based on their use.

Milwaukie Bay Park Boat Ramp and Dock: The dock is removed in the fall and replaced in the spring. Fall removal of the dock is to prevent damage to the asset by winter debris flows in the river. See Developed Parks for typical tasks provided in the surrounding area.

Restrooms: There are ten restrooms at City-owned assets. Eight restrooms are located at North Clackamas Park and the other restrooms are located at the Milwaukie Bay Park boat ramp. Restrooms are inspected and cleaned at regularly scheduled intervals depending on the season, and the size and type of event scheduled nearby.

Sidewalks and Parking Lots: All debris is blown from sidewalks by the District. Parking lots and roadways are swept and repaired on an as needed basis by City Public Works.

NATURAL RESOURCE AREAS

Natural Resource Areas may be singular assets or located within a Developed Park. City-owned Natural Resource Areas include the following: Furnberg Park, Homewood Park, Spring Park, Kronberg Park, Dogwood Park, Scott Park, North Clackamas Park and Milwaukie Bay Park.

Natural areas are characterized as undeveloped landscapes with relatively intact ecosystem structure and functions, and used primarily for passive recreation. Natural areas are considered to have limited or minimal human disturbance and provide habitat for Lower Willamette Valley biotic communities in an urban setting.

The District will provide staff, organize volunteers or coordinate contract workers to enhance park ecosystems utilizing methods such as removing invasive plants, hazardous trees, and litter on an as-needed basis; and, replacing or planting native plants and clearing pathways in a manner fitting natural areas. The use of chemicals shall be minimized in these areas.

Where practical and safe, the District will consider the impacts of maintenance to natural cycles of succession, disturbance, and wildlife habitat needs. For example, dead or declining trees in a natural area may create opportunities for standing snags, nurse logs and brush piles. Aquatic features like pools or in stream woody debris are maintained even if doing so decreases drainage. Every effort should be taken to retain

or increase available enhancement resources on a given site while maintaining a safe environment for the public.

Natural and sensitive areas shall be monitored for the following:

- Public use, such as high impact, vandalism, graffiti, or illegal activity
- Silt or debris loading and drainage of wetlands, ponds, and streams
- Presence of invasive plants and hazardous trees
- Water quality and upstream impacts
- Dog or other pet impacts to turf, trails and wetlands

Natural areas are subject to litter and dumping activity. Park visitors are less likely to dump or litter if a site is clean and appears well maintained. Maintenance activities may discourage this activity through these routine tasks:

- Inspection of trailheads
- Quick response clean-up when incidents are reported
- Prompt removal of encampments (Milwaukie Code Enforcement staff should be contacted to assist with this)

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

**North Clackamas Parks
And Recreation District**

City of Milwaukie

Craig Roberts, Chair

Date

Date

**INTERGOVERNMENTAL AGREEMENT BETWEEN:
THE CITY OF MILWAUKIE AND
THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
FOR CONTRIBUTION OF DISTRICT SDC AND GRANT FUNDING FOR THE
CONSTRUCTION OF PHASE III OF MILWAUKIE BAY PARK**

THIS AGREEMENT (“Agreement”) is entered into and between North Clackamas Parks and Recreation District (“District”), a county service district established pursuant to ORS Chapter 451, and the City of Milwaukie (“City”), an Oregon municipal corporation (collectively, the “Parties” and individually “Party”).

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

This Agreement establishes roles and responsibilities between the City and the District for funding, grant administration, and construction of Phase III of Milwaukie Bay Park (the “Project”), which is owned by the City and is intended to be operated and maintained by the District.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution and shall remain in effect until the latest to occur, it is terminated, superseded, or 25 years from the completion of the Project.
2. **Project.** The City plans to design and construct a third phase of construction at Milwaukie Bay Park (“Project”).
3. **Project Funding.** The District and City agree to the following funding parameters under this Agreement:
 - A. All funds contributed to the Project by District are subject to the programming requirements in Section 5.B below.
 - B. The District will contribute Three Million One-Hundred Thousand Dollars (\$3.1 Million Dollars) of District owned SDC funds currently in the possession of the District, collected from within the City after execution of this agreement. Further, the District will contribute additional Zone 1 (City) SDC funds collected from the execution of this agreement through commencement of construction or **24-months from the time of execution of this agreement** whichever is sooner as described below in Section 4.A, in an amount equal to the lesser of such actual amounts collected or \$200,000. City may request a reasonable accommodation to adjust the construction commencement date for reasons that occur beyond its control.

- C. The District will contribute Nine Hundred One Thousand Six Hundred Seventy-Seven Dollars (\$901,677 Dollars) of Metro Local Share Grant Funds. The Local Share Grant Funds may be used anywhere in the District. By agreeing to use these funds for Milwaukie Bay Park the City acknowledges that the District is deferring the higher priority projects at North Clackamas Park identified in the District Strategic Plan to assist the City with their Project. This results in the District changing the North Clackamas Park Project to be considered as a mid-term priority (5-10 years) and the Milwaukie Bay Park Project to be considered as a short term priority (0-5 years) within the NCPRD System Plan capital project list.
- D. The District will reassign Metro Grant of Six Hundred Fifty-Eight Thousand and Twenty-Seven Dollars (\$658,027 Dollars) for trail improvements planned for the Project.
- E. The District shall have no further financial responsibility or obligation for the Project.

4. Project Management.

- A. The City will be solely responsible for park design and construction, and upon the start of construction, or 24 months from the time of execution of this agreement, whichever is sooner, will be solely responsible for maintenance and operations of Milwaukie Bay Park.
- B. Milwaukie Bay Park will be withdrawn from the District's maintenance and operation responsibilities, but will retain programming responsibilities, as referenced in the 2008 Cooperative Intergovernmental Agreement with the District as amended.
- C. Project Delivery: Consistent with Section 1: Term above the Project will have substantial progress occurring no later than 24 months from the time of execution of this agreement. Substantial progress includes agreement of all proposed changes in design, completion of finalized construction documents, completed and approved plan review, permit issuance, and initial physical construction activities for the Project (i.e., onsite grading, earth moving, framing, masonry, plumbing, electrical work, etc.). Should the Project not be completed by December 31, 2030, any of the District's funds contributed to the Project as described in Section 3 above, and not used by the City to pay for design or construction, will be withdrawn.
- D. The District will transfer all design and construction contracts and design drawings and specifications for work completed in support of the Project completed by District.

5. Other Terms and Conditions. District and City agree to the following responsibilities under this Agreement:

- A. City shall retain ownership of park, offsite infrastructure and all other improvements

that are not moveable and integral to the built out environment following completion of construction. For example, concrete pads, paths and walkways, sidewalk and curb improvements, striping, restroom facilities, shade structures, grading and scarifying of soils, imported fill material, trees, shrubs, grasses, and other landscaping materials.

- B. The City shall be responsible for scheduling Milwaukie Bay Park programs with priority for District and City events and activities. The City will manage all special use permits, including collection of appropriate fees. Permission for District events and activities will not be unreasonably withheld by the City.

6. Termination.

- A. Either the District or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within twenty-one (21) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such twenty-one (21) day period, this provision shall be complied with if the breaching Party begins correction of the default within the twenty-one (21) day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- B. The District may terminate this Agreement without penalty or obligation to the City in the event the District fails to receive expenditure authority, grant awards, or other funding sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the District is prohibited from paying for such work from the planned funding sources.
- C. Unless otherwise provided in this Agreement, a defaulting party shall be treated as if that party terminated this Agreement.
- D. Should City terminate the Agreement prior to 10 years from Project completion, City shall return \$902,000 of the Zone 1 City SDC funds as described in Section 3.B to District.
- E. Should the City terminate the agreement and attempt to withdraw pursuant to the provisions of ORS Chapter 222 the City agrees the SDC funds contributed to the Project would be treated as a pre-payment already received or a credit paid by the District of the City's proportionate share of District assets, if any, depending on the legal method for City withdrawal from the District.
- F. Should the City be withdrawn from the District, City will be deemed to have terminated the Agreement.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

8. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

Milwaukie:

City Liaison
Joseph Briglio
10501 SE Main Street
Milwaukie, Oregon 97222
Email: briglioj@milwaukieoregon.gov

District:

District Liaison
Kia Selley
3811 SE Concord Rd
Milwaukie, OR 97267
Email: kselley@ncprd.com

9. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas District without giving effect

to the conflict of law provisions thereof. Any claim between District and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas District for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of twenty-five (25) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, either Party shall permit the other Party’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above-mentioned laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect, and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- L. **Survival.** All provisions in Sections 2, 4 (A-B), 6, and 8 (A), (C), (D), (F), (G-L), and (O) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- M. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- N. **Force Majeure.** Neither City nor District shall be held responsible for delay or default caused by events outside of the City or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City and District shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue

performance of its obligations under this Agreement.

- O. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

**North Clackamas Parks
and Recreation District**

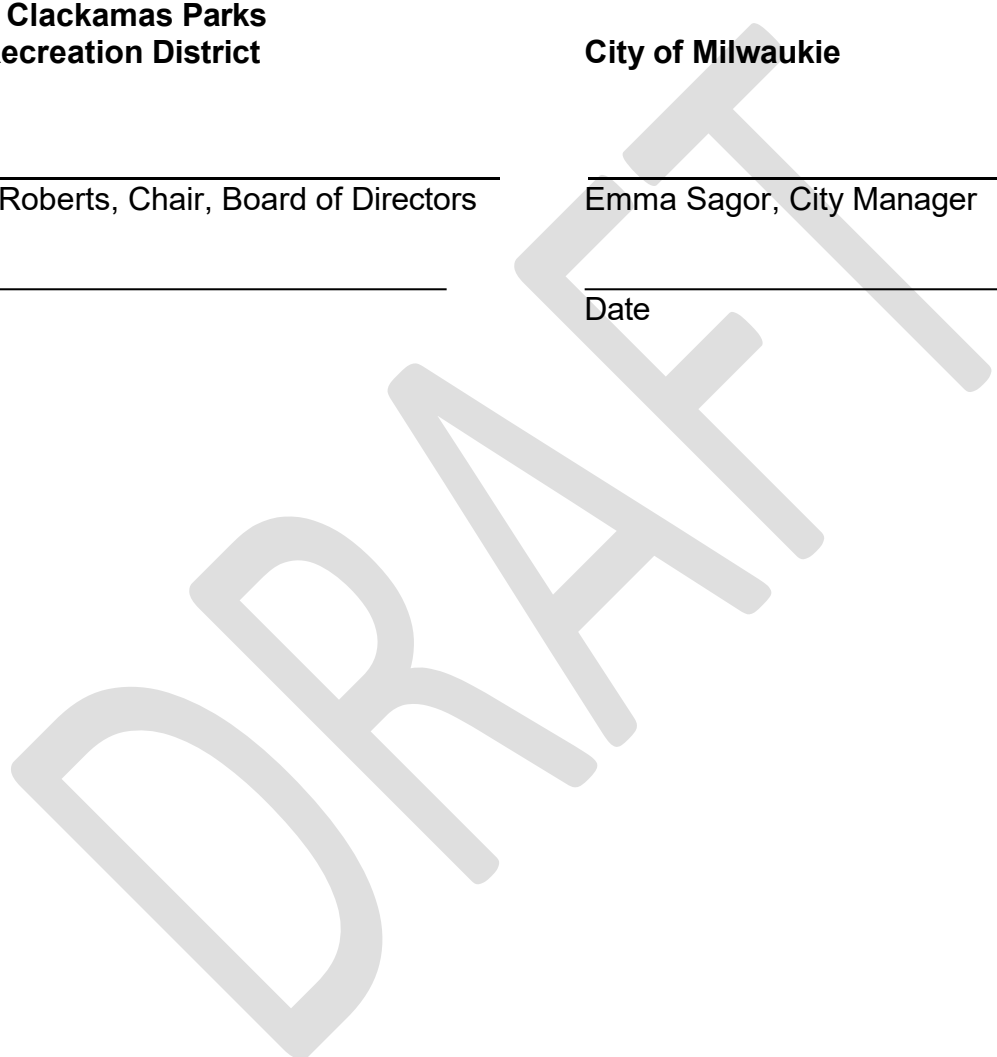
City of Milwaukie

Craig Roberts, Chair, Board of Directors

Emma Sagor, City Manager

Date

Date



Attachment E: Key Terms – Cooperative IGA (Amendment #2) & Milwaukie Bay Park Construction Funding IGA

Cooperative IGA (Amendment #2)

Capital Improvements, Repair and Replacement for developed parks, natural areas, trails and greenways

- Milwaukie shall pay depreciated value of District investment if Milwaukie withdraws from District and if a Milwaukie park is removed from District operation and management.
- Milwaukie may construct new parks or make improvements to existing Milwaukie parks at own expense unless agreed upon in advance by NCPRD.
- Milwaukie shall receive District approval for park improvements or be liable for changes or operations and maintenance.

Capital Improvements, Repairs and Replacements at Milwaukie Community Center

- Milwaukie shall be responsible for funding capital improvements, repairs and replacements.
- NCPRD shall be responsible for programming, operations, and maintenance.

Special Use Permit Fees

- NCPRD Director shall request NCPRD Board approval to waive indirect fees (such as administrative and processing fees) for government and non-profit partner events at parks that are free and open to the public. Estimated annual financial impact to District is up to \$3,000.

Utilities and Fees

- NCPRD will pay only for the sewer, water, stormwater, and transportation charges that were paid to Milwaukie in June 2025 for the Milwaukie-owned parks, natural areas and the Milwaukie Community Center, which are operated and maintained by NCPRD.
- NCPRD shall receive a credit—currently estimated at \$24,000—for any utility fees paid during Fiscal Year 2025-26 that exceed the charges in effect as of June 2025.
- Because these terms are not consistent with current Milwaukie Code, NCPRD and Milwaukie shall renegotiate this section by July 2027, which may require amendments to City Code.
- NCPRD will continue to pay all non-city utility charges at properties it operates and maintains.

Milwaukie Bay Park Ph. III Funding IGA

Capital Improvement Funding

- NCPRD shall provide Milwaukie \$901,677 of Metro Local Share grant funding (equal to 20% of NCPRD total Metro Local Share allocation).
- NCPRD shall reassign Metro grant to Milwaukie totaling \$658,027.
- NCPRD shall provide Milwaukie with up to \$3.3 million* of System Development Charge Funds *\$3.1 million is currently available and the remainder of the funds are forecasted for collection.
- Milwaukie shall be responsible for securing remaining capital improvement funds needed for construction.

Construction

- Milwaukie shall be responsible for construction of Milwaukie Bay Park Ph. III.
- Milwaukie shall start construction within 24 months of IGA execution.

Operations and Maintenance

- Milwaukie shall be responsible for operations and maintenance of Milwaukie Bay Park upon commencement of construction or 24 months from IGA execution, whichever is sooner. Estimated financial impact to District of 24-months of additional operations and maintenance is approximately \$130,000.

Programming

- Milwaukie shall be responsible for park programming upon commencement of construction or 24 months from IGA execution, whichever is sooner.