



RESOLUTION
(29-2020)

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH THE CITY OF WOOD VILLAGE FOR A SINGLE LOT PARTITION
APPLICATION FOR A PARCEL THAT SPANS BOTH CITIES**

WHEREAS, Sunshine Properties LLC owns one fee simple property with two tax lot numbers, 1N3E27D - 00300 (.35 acres) and 1N3E27D -00402 (.05 acres), hereinafter the “property”; and

WHEREAS, the single property lies in two different jurisdictions- tax lot 300 is within Fairview and tax lot 402 is within Wood Village; and

WHEREAS, the property owner wishes to file an application for a tentative partition of the single fee simple lot, such that each of the tax lots will become actual fee simple lots for the purpose of future development; and

WHEREAS, it is in the best interest of all parties to avoid the need to process two different tentative partition applications in two different jurisdictions for the single property, to avoid any confusion regarding who has jurisdiction and how conditions of approval may be implemented, and

WHEREAS, the Multnomah County Surveyor has explained that both Cities need to sign the final partition plat, and

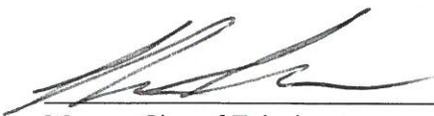
WHEREAS, the Cities desire to enter into an IGA regarding the submittal and processing of a tentative map application for the property.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS FOLLOWS:

Section 1 The City Council authorizes the City Administrator to execute the Intergovernmental Agreement for the purposes of processing a join lot line partition application attached as Exhibit A.

Section 2 This resolution is and shall be effective from the day of its passage.

Resolution adopted by the City Council of the City of Fairview, this 15th day of July, 2020.



Mayor, City of Fairview
Brian Cooper

ATTEST



City Recorder, City of Fairview
Devree Leymaster

7-17-2020

Date

Exhibit A

INTERGOVERNMENTAL AGREEMENT CITIES OF FAIRVIEW AND WOOD VILLAGE: MORASCH PARTITION APPLICATION

This Intergovernmental Agreement (IGA) is entered into by the CITY OF FAIRVIEW and CITY OF WOOD VILLAGE, municipal corporations of the State of Oregon, hereinafter referred to as "Cities".

WHEREAS, Mr. Steve Morasch owns one fee simple property with two tax lot numbers, 1N3E27D -00300 (.35 acres) and 1N3E27D -00402 (.05 acres), hereinafter the "property"; and

WHEREAS, the single property lies in two different jurisdictions- tax lot 300 is within Fairview and tax lot 402 is within Wood Village; and

WHEREAS, the property owner wishes to file an application for a tentative partition of the single fee simple lot, such that each of the tax lots will become actual fee simple lots for the purpose of future development; and

WHEREAS, it is in the best interest of all parties to avoid the need to process two different tentative partition applications in two different jurisdictions for the single property, to avoid any confusion regarding who has jurisdiction and how conditions of approval may be implemented, and

WHEREAS, the Multnomah County Surveyor has explained that both Cities need to sign the final partition plat, and

WHEREAS, the Cities desire to enter into an IGA regarding the submittal and processing of a tentative map application for the property.

NOW THEREFORE, the Cities hereto agree as follows:

1. **Purpose.** The purpose of this agreement is to establish that the City of Wood Village will process any application for a tentative partition on the property, even though part of the property lies within the City of Fairview.
2. **Wood Village's Responsibilities**
 - A. The City of Wood Village will process any tentative partition or final plat application for the property.
 - As part of the review process the City of Wood Village will transmit the proposed tentative partition to the City of Fairview for review and comment.
 - Conditions of approval may be proposed by the City of Fairview as part of that review.
 - The Staff Report for the tentative partition will address criteria from both cities.
 - B. The final partition plat will require signatures from both Cities.
 - C. The Cities may use this IGA to extend the agreement to any future land use development applications proposed on the property, if agreed to by both cities in advance.
3. **Fairview's Responsibilities.**
 - A. The City of Fairview will agree to allow the City of Wood Village to act on its behalf regarding the portion of property that lies within the City of Fairview.
 - B. The City of Fairview will not require any application fees or application processing for the tentative or final plats regarding the property.
 - C. The final partition plat will require signatures from both Cities.
 - D. The Cities may use this IGA to extend the agreement to any future land use development applications proposed on the property, if agreed to by both cities in advance.

Exhibit A

4. **Termination.** This IGA has no termination provisions.
5. **Indemnification.** Subject to the limit actions of state law, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees and elected officials from any and all claims, liability, loss, and costs arising out of or resulting from the acts of the individual parties to this agreement, their officers, agents, employees and elected officials, including intentional or willful misconduct, in the performance of this IGA. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
6. **Insurance.** The Cities agree to each maintain insurance or self-insurance consistent with provisions of the Oregon Tort Claims Act, ORS 30.270 and customary for public agencies of the same size and type.
7. **Amendment.** This IGA may be amended at any time upon the written agreement of all Cities.
8. **Severability.** Should any provision of this IGA be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the IGA shall remain in full force and effect.
9. **Judicial Review.** This IGA and its construction shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles or conflicts of law. Any claims, action, suit or proceeding between the Cities that arises from or relates to this IGA shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon.
10. **Non-Waiver.** Failure of any party at any time to require performance of any provision of this IGA shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provisions.
11. **Entire Agreement.** This IGA constitutes the entire and integrated agreement between the Cities and may be modified or amended only by the written agreement of the Cities.
12. **Effective Date.** This IGA shall become effective upon full execution by all Cities as set forth below and will remain in effect until completion of the Project or until one year following the effective date, whichever occurs earlier.

CITY OF FAIRVIEW, OREGON

By:

Title:

Date:

CITY OF WOOD VILLAGE, OREGON

By:

Title:

Date: