



RESOLUTION
(55-2020)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF A FAIRVIEW FOOD CART COURT ON THE SOUTHEAST CORNER OF THE INTERSECTION OF NE HALSEY STREET AND NE 223RD AVENUE

WHEREAS, the City of Fairview formed the Fairview Urban Renewal Agency on May 16, 2018; and

WHEREAS, the City Council on November 7, 2018 adopted the Fairview Urban Renewal Plan (Plan) to address blight within the Urban Rental Agency (URA) boundary; and

WHEREAS, the City Council on October 21, 2020 approved a lease for the property on the southeast corner of the intersection of NE Halsey Street and NE 223rd Avenue for the purpose of developing and operating a Food Cart Court; and

WHEREAS, the IGA establishes roles for both the City and the URA under the lease and for the development and operation of the Food Cart Court.

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

Section 1 The Fairview City Council authorizes the City Administrator to sign the IGA, attached in substantially the same form as Exhibit A, for development and operation of a Food Cart Court on the southeast corner of the intersection of NE Halsey Street and NE 223rd Avenue.

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 4th day of November, 2020.

Mayor, City of Fairview
Brian Cooper

ATTEST

City Recorder, City of Fairview
Devree Leymaster

11-5-2020

Date

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ADMINISTRATIVE AND DEVELOPMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into between the City of Fairview, an Oregon municipal corporation (“City”), and the Fairview Urban Renewal Agency, an Oregon quasi-municipal corporation (“Agency”), established under ORS Chapter 457 and duly activated by the City.

RECITALS

1. The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities in the Urban Renewal Area as authorized under ORS 457 (Urban Renewal), the City of Fairview Municipal Code and the Fairview Renewal Plan (“Plan”).
2. The Agency is in the process of undertaking economic development activities to carry out the Plan.
3. Goals for such economic development activities include creating conditions that are attractive to the growth of existing businesses and attract new businesses to create new jobs and increased asset value in the Urban Renewal Area (Area) by pursuing and providing for purchase, resale, and development and redevelopment of property that is blighted, underdeveloped, or vacant.
4. Programs under the Plan include incentives and assistance for property and/or business owners to encourage quality development or redevelopment that supports the Plan goals. Assistance under this program can include loan to grants and utility system development charges assistance grants.
5. This City is in the process of leasing and constructing a food cart court including approximately 15 food cart pads, a covered building for dining, restrooms, and a management office, utilities, free public Wi-Fi, signage with public art, lighting, parking and landscaping as generally depicted on the site plan attached hereto as Exhibit A (collectively, the “Project”). The Project will be located at 22320, 22420, and 22620 NE Halsey Street (the Property).
6. The City has entered into a Lease Agreement for a portion of the Property executed on October 29 (Lease) to facilitate the Project and is in the process of purchasing additional property for the Project.
7. In addition to using underdeveloped land, the Project will create conditions that are attractive to the growth of existing businesses and attract new businesses and create jobs in the City.
8. The Agency desires to provide financial assistance to the City for the Project as doing so furthers the goals and programs of the Plan.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1: Funding.

Section 1.1. Funding from the Agency. The Agency agrees to provide the following funding for the Project:

- 1.1.1 Reimbursement for Services. The Agency shall reimburse the City for the reasonable costs of services provided by the City (e.g. staff time) for the Project. The City shall provide sufficient documentation and detail of services provided to the Agency for the Project.
- 1.1.2 Reimbursement for Project Costs. The Agency shall reimburse the City for the feasibility, development, design, and construction costs that City has or will expend on the Project. The City shall provide sufficient documentation and detail of costs to the Agency for the Project.
- 1.1.3 Taxes. The Agency shall pay all property tax payments due to Multnomah County for the Property as a result of the Project.
- 1.1.4 Utilities. The Agency will pay the City utility charges for the Property from the time the City is responsible for utility charges under the Lease until the Project is open to the public.

Section 1.2. Funding from the City. The City will be responsible for all other costs associated with the Project and agrees to provide all net revenues from the Project to the Agency.

Article 2: Development of the Property.

Section 2.1. City's use of the Property. City agrees to develop and use the Property consistent with the goals and programs in the Plan, either on its own, in a partnership or other similar relationship with a developer, management company, or other similar entity.

Section 2.2. Conditions on Sale or Lease of Property. Except as provided in Section 2.3 below, any sublease of the Property shall include an obligation to use the Property for the purposes designated in the Plan. Any such obligations by the purchaser or lessee shall be covenants and conditions running with the land in the sublease agreement.

Article 3: City Obligations.

Section 3.1. City Obligations. In addition to the obligations set forth in Article 2 above, the City will have the following obligations with respect to the Project:

- 3.1.1 Lease. Notwithstanding anything to the contrary in this Agreement, the City is responsible for all obligations under the Lease.
- 3.1.2 Property. The City agrees to purchase the property located at 22620 NE Halsey Street and to make this property available for the Project.

3.1.3 Management Agreement. The City is responsible for all obligations under any management agreement that it enters into for the Project.

3.1.4 Oversight. The City, by and through its City Administrator or designee, will have administrative oversight over the Project including but not limited to overseeing the development, design, and construction of the Project.

Article 4: Modification. This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual Agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

Article 5: Waiver. No provision of this Agreement may be waived except in writing by the party granting a waiver of compliance with this Agreement. A waiver of a provision of this Agreement shall not constitute a waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision of any other provision.

Article 6: Severability. The parties agree that if any term or provision of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Article 7: Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

Article 8: Non-Agency Relationship. Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the parties. Each party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement. Each party is solely responsible for carrying out its duties and functions in accordance with all applicable laws and regulations.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

CITY OF FAIRVIEW

City Administrator

Date

THE FAIRVIEW URBAN RENEWAL AGENCY

Agency Chair

Date