



RESOLUTION 2017-011

AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY FOR PLANNING AUTHORITY REGARDING THE PARTITION OF PARCEL 2S1200002000

WHEREAS, the owner of parcel 2S1200002000, an approximately 47 acre site located at 20015 SW Pacific Highway has contacted City staff and Washington County staff regarding annexing a portion of the lot into the City of Sherwood; and

WHEREAS, the parcel is split by the jurisdictional boundary between the City and County, so that portions are located in each jurisdiction and the parcel is also split by Metro's Urban Growth Boundary (UGB), and the property owner would like to annex the portion inside the UGB into the City; and

WHEREAS, City and County staff agree that a land division of the property should be completed prior to annexation to separate the portion of the lot within the UGB from the remainder of the lot; and

WHEREAS, the City does not have the authority to approve a land division of a property that would create a parcel smaller than that allowed by the rural zoning; and

WHEREAS, pursuant to ORS 215.263, the County has adopted regulations to allow land divisions for parcels that are split by the UGB where the remaining parcel size would be smaller than that allowed by the rural zoning; and

WHEREAS, an IGA has been developed with input from County and City staff and legal counsel.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. That the City Manager is authorized to execute an IGA with the County for planning authority regarding the partition of parcel 2S1200002000 (see attached Exhibit 1).

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 21st of February, 2017.


Krisanna Clark, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder

INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHINGTON COUNTY AND THE CITY OF SHERWOOD
FOR PLANNING AUTHORITY REGARDING THE PARTITION OF PARCEL
2S1200002000

THIS AGREEMENT is entered into by and between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "COUNTY"; and the City of Sherwood, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY," collectively referred to as the "PARTIES."

RECITALS

WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, the owner of a property located at 20015 SW Pacific Highway north of SW Langer Farms Parkway, Washington County Map and Tax Lot number 2S1200002000, hereinafter referred to as "Parcel," contacted both the COUNTY and CITY regarding annexation of a portion of the Parcel into the CITY;

WHEREAS, the Parcel is split by the CITY and COUNTY boundary, so that abutting portions are located in each jurisdiction;

WHEREAS, the Parcel is also split by Metro's Urban Growth Boundary hereinafter referred to as "UGB";

WHEREAS, the property owner would like to annex the portion inside the UGB to the City;

WHEREAS, COUNTY and CITY are in agreement that a land division of the property should be completed prior to CITY annexation to separate the portion of the parcel inside the UGB and currently within or proposed to be annexed to the CITY from the portion of the parcel outside the UGB to remain under COUNTY jurisdiction;

WHEREAS, the CITY does not have the legal authority to approve a land division of a property that would create a parcel smaller than that allowed by the rural zoning;

WHEREAS, pursuant to ORS 215.263, the COUNTY has adopted regulations to allow land divisions for parcels that are split by the UGB where the remaining parcel size would be smaller than that allowed by the rural zoning;

Exhibit 1

WHEREAS it is the mutual desire of the COUNTY and CITY to enter into an agreement to cooperate in the land division of the Parcel with the allocation of responsibilities detailed below.

AGREEMENT

NOW, THEREFORE, the premise being in general as stated in the foregoing recitals, and in consideration of the terms and conditions set forth below, the Parties hereto agree as follows:

1. PROJECT DESCRIPTION AND PROJECT PLANNING

- 1.1 The subject parcel is approximately 48 acres in size as shown in Exhibit A. Of which 36.4 acres is located in the COUNTY outside the UGB with a COUNTY rural land use designation of Exclusive Farm Use (EFU). A 5.4 acre portion of the parcel is located in the County inside the UGB with a COUNTY land use designation of R-15. The remaining 5.5 acre portion of the parcel is located in the CITY, zoned Light Industrial.
- 1.2 The property owner is interested in partitioning the property into two lots, an urban parcel consisting of land within the UGB and a rural parcel consisting of land outside the UGB, with the intent of annexing the urban portion into the CITY.
- 1.3 The CITY has no legal authority to partition lands located in the COUNTY or to create lots that are smaller than that allowed by the rural zoning. The CITY therefore grants planning authority to the COUNTY, limited to the land division process for the Parcel required to partition the property along the UGB, pursuant to ORS 215.263.
- 1.4 The COUNTY agrees that the CITY retains planning jurisdiction in all other matters pertaining to the portion of the Parcel that is currently in the city limits of Sherwood.
- 1.5 Planning authority for the portion of the parcel currently in the county within the UGB remains with the County until an approved annexation of this area is completed, at which time the jurisdiction for this area will transfer to the CITY.
- 1.6 Planning jurisdiction for the portion of the parcel located outside of the UGB, designated as EFU, remains with the COUNTY.

2. COUNTY OBLIGATIONS

- 2.1 COUNTY shall, upon execution of this Agreement, work with the applicant on the processing of the Land Division application.

- 2.2 COUNTY shall perform all actions necessary to process the Land Division of the Parcel to divide the parcel along the UGB.
- 2.3 COUNTY shall notify the CITY of any land division application submitted for the Parcel and shall provide the CITY with the opportunity to comment on said application. County agrees to consider CITY comments that address the COUNTY's approval criteria for Land Divisions.

3. CITY OBLIGATIONS

- 3.1 CITY shall participate in the land division process in a manner including, but not limited to, submission of testimony during the COUNTY's land division process, particularly related to the portion of the parcel currently located within the CITY and particularly on the matters related to the consistency between CITY and COUNTY land division regulations.
- 3.2 CITY shall notify the COUNTY of future annexation of the Parcel and shall provide the COUNTY with the opportunity to comment on said application.

4. COMPENSATION

- 4.1 There will be no exchange of compensation between CITY and COUNTY regarding the land use processes for the parcel described herein.

5. GENERAL PROVISIONS

- 5.1 LAWS OF OREGON
The Parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.
- 5.2 DEFAULT
Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the default.

5.3 INDEMNIFICATION

This Agreement is for the benefit of the Parties only. Each party agrees to indemnify and hold harmless the other party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this Agreement.

5.4 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement is binding unless in writing and signed by both Parties.

5.5 DISPUTE RESOLUTION

The Parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the Parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both Parties for a recommendation or resolution.

5.6 REMEDIES

Subject to the provisions in paragraph 5.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court. In the event of any controversy or claim arising out of or relating to this agreement, or the breach thereof, the Parties may use all available remedies. In the event of mediation or arbitration, the costs shall be shared equally by the Parties to the dispute. Each party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal.

5.7 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires,

casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

5.8 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in anyway.

5.9 INTEGRATION

This Agreement is the entire agreement of the Parties on its subject and supersedes any prior discussions or agreements regarding the same subject

6. TERMS OF AGREEMENT

6.1 The term of the Agreement shall be from the date of execution until the completion of the land division and annexation of the Parcel, but not to exceed five (5) years.

6.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the Parties. It may be canceled or terminated for any reason by either party. Termination or cancellation shall be effective thirty (30) days after written notice to the other party, or at such time as the Parties may otherwise agree.

IN WITNESS WHEREOF, the Parties hereto acknowledge that they understand the terms and conditions of this Agreement and agree to be bound to those terms and conditions.

Washington County

City of Sherwood

Signature

Signature

Title

Title

Date

Date

APPROVED AS TO FORM
Washington County

Signature

Title

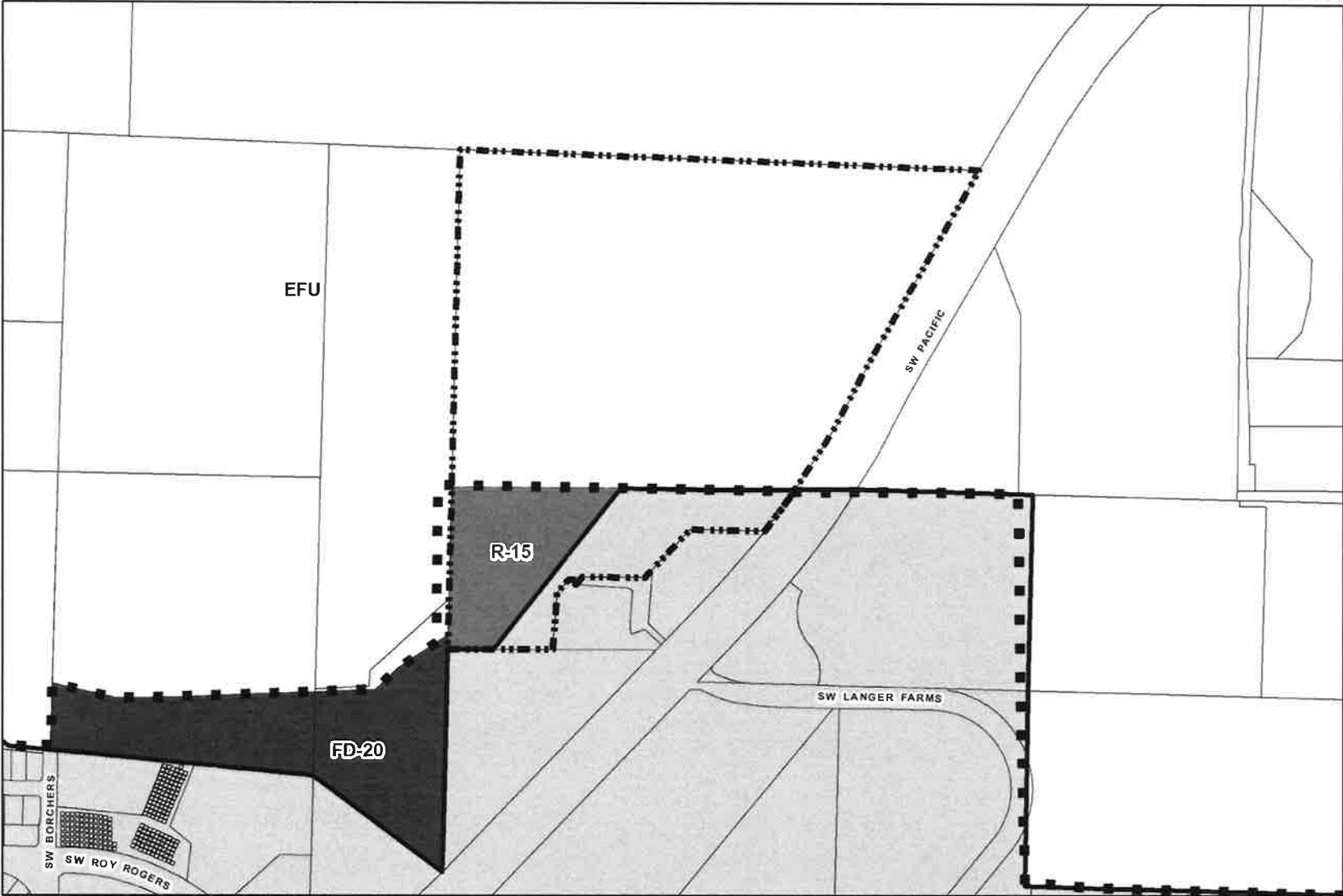
Date

APPROVED AS TO FORM
City of Cornelius

Signature





Title

Date



Intergovernmental Agreement on the Planning Authority for Parcel 2S1200002000

Legend

-  Subject Area
-  Urban Growth Boundary
-  Sherwood
-  Exclusive Farm Use
-  Future Development - 20 acre minimum (FD-20)
-  Residential District - 15 units per acre (FD-20)

