

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING AN ) RESOLUTION NO. 90-1355  
INTERGOVERNMENTAL AGREEMENT WITH )  
THE CITY OF OREGON CITY PROVIDING ) Introduced by Rena Cusma,  
FOR THE PAYMENT OF A FIFTY CENT PER) Executive Officer  
TON MITIGATION AND ENHANCEMENT FEE )

WHEREAS, The Metropolitan Service District (Metro), pursuant to Metro Resolution No. 88-938, entered into an Intergovernmental Agreement with the City of Oregon City on June 9, 1988, providing for the payment of a \$0.50 per ton mitigation and enhancement fee, and revising the tonnage limitation at the Metro South Transfer Station; and

WHEREAS, the Intergovernmental Agreement between Metro and the City of Oregon City expires December 31, 1990; and

WHEREAS, Metro and the City of Oregon City desire to enter into another Intergovernmental Agreement providing for the payment of a mitigation and enhancement fee; and

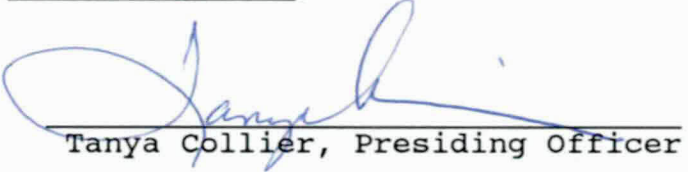
WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes the Executive Officer to enter into an Intergovernmental

Agreement with the City of Oregon City, attached hereto as Exhibit A, providing for the payment of a mitigation and enhancement fee.

ADOPTED by the Council of the Metropolitan Service District this 29th day of November, 1990.

  
Tanya Collier, Presiding Officer

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1355 FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF OREGON CITY PROVIDING FOR THE PAYMENT OF A FIFTY-CENT PER TON MITIGATION AND ENHANCEMENT FEE

Date: November 7, 1990

Presented by: Sam Chandler  
Ray Barker

PROPOSED ACTION

Adoption of Resolution No. 90-1355, authorizing the Executive Officer to enter into an agreement with Oregon City for the payment of a mitigation and enhancement fee.

FACTUAL BACKGROUND AND ANALYSIS

The Metro South Station (MSS) was issued a Conditional Use Permit in 1981. In July, 1986, Oregon City imposed a 700 ton per day limit on solid waste delivered to MSS. Metro was unable to meet the 700 ton per day limit.

In the Spring of 1987, Oregon City initiated legal action to force Metro to comply with the 700 ton per day limit in the Conditional Use Permit. The solid waste staff, the Council Solid Waste Committee and the Metro Council considered various actions to achieve compliance to the permit, including closing the MSS when the maximum daily total limit was reached.

In June 1988 Metro and Oregon City entered into an agreement that provided for the payment of a \$0.50 per ton mitigation and enhancement fee, and a revision of the tonnage limitation at MSS. The term of the agreement was July 1, 1988 through December 31, 1990.

The agreement with Oregon City provided that the City would appoint a citizen's advisory committee to recommend plans, programs and projects for the enhancement of the area around MSS, and a boundary of the area eligible for enhancement. In addition, the City was to create a special fund to fund authorized plans, projects and programs, and to report annually to Metro on the expenditures of the special fund. The City has complied with all of these requirements.

Oregon City agreed to increase the tonnage limitation to a monthly average of 1,200 tons per day for the months of July, August, September, October, May and June of each year, and 1,000 tons per day for the months of November, December, January, February, March and April.

Metro agreed to pay Oregon City \$0.50 per ton for all solid waste received at MSS except for source-separated recyclable materials. Metro also agreed to not exceed the volume limitation and to take measures to reduce tonnage at MSS to 700 tons per day on a monthly average by January 1, 1991.

NEW AGREEMENT

The proposed new agreement between Metro and Oregon City is for a five-year period: January 1, 1991 through December 31, 1995. It is estimated that \$656,000 will be paid to Oregon City during the contract period. This amount is based upon an estimated 1,311,900 tons of solid waste @ \$0.50 per ton. The tonnage was estimated as follows:

| <u>Year</u> | <u>Tons</u>    | <u>Cost</u>    |
|-------------|----------------|----------------|
| 1991        | 406,000        | \$203,000      |
| 1992        | 305,900        | 152,950        |
| 1993        | 200,000        | 100,000        |
| 1994        | 200,000        | 100,000        |
| 1995        | <u>200,000</u> | <u>100,000</u> |
| Total       | 1,311,900      | \$655,950      |

The existing agreement and the proposed new agreement are very similar. The only differences are as follows:

1. The current agreement states that Metro will take every measure feasible to reduce tonnage at the facility to 700 tons per day on a monthly average by January 1, 1991. The proposed agreement provides a new date: January 1, 1992 (see Section A.3).
2. The term of the new agreement is 60 months--the existing contract is 30 months.
3. The proposed agreement does not contain any reference to the dismissal of METRO's appeal of the decision of the Circuit Court for Clackamas County in Case No. 87-5-295. This is no longer applicable.

EXECUTIVE OFFICERS' RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 90-1355.

EXHIBIT A  
AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF OREGON CITY, OREGON, ("OREGON CITY"), and the METROPOLITAN SERVICE DISTRICT ("METRO"). The parties agree as follows:

A. METRO agrees to:

1. Subject to the limitations expressed elsewhere in this Agreement, pay to OREGON CITY an amount equal to 50¢ per ton for all solid waste received at the facility known as the Metro South Station (hereinafter "the FACILITY") except for source separated recyclable materials. This amount shall be referred to as the "total amount." Payments to OREGON CITY shall be made according to the following provisions and shall be made on a quarterly basis.

a. As part of the total amount paid to OREGON CITY by METRO, an amount equal to the current millage rate assessed by OREGON CITY against all property located within the boundaries of OREGON CITY times the true cash value of the FACILITY, shall be paid by METRO directly to the OREGON CITY General Fund and be subject to expenditure at the discretion of the Oregon City Commission for general governmental purposes. Such amount shall be credited against the total amount payable by METRO. The true cash value of the FACILITY shall be determined by mutual agreement of the parties. If the parties fail to agree on what the true cash value is the question of true cash value shall be determined by binding arbitration pursuant to the rules of the American Arbitration Association. For the purpose of this section "FACILITY" shall include the entire real property and all improvements thereon.

b. The balance of the total amount payable by METRO shall be deposited in a separate, dedicated fund for the purpose of rehabilitation and enhancement of the area around the transfer station within the city limits of Oregon City as determined by OREGON CITY pursuant to the terms of this Agreement.

2. Deliver to OREGON CITY monthly reports of activity at the FACILITY including data on the gross weight of solid waste received in vehicles that are weighed as they enter the FACILITY, the number of other vehicles assessed fees on an estimated volume basis, and the tonnage of solid waste transferred from the FACILITY.

3. Not exceed the volume limitation provided for in section B(5) hereof and to take every measure feasible to reduce tonnage at the FACILITY to 700 tons per day on a monthly average by January 1, 1992.

B. OREGON CITY will:

1. Appoint a citizens' advisory committee to recommend to the City Commission plans, programs and projects for the rehabilitation and enhancement of the area around the FACILITY. The committee shall include as members a member of the HOPP community, a member of the Oregon City Planning Commission, a member of the Oregon City Commission, and the Metro Council member representing the district which includes Oregon City.

2. The City Commission after receiving a recommendation from the citizens' committee shall determine the boundary of the area eligible for rehabilitation and enhancement.

3. Create a special fund and ensure that only plans, projects and programs determined by the City Commission to be suitable for the rehabilitation and enhancement are authorized for funding from such special fund.

4. Report annually to METRO on the expenditures of the special fund and fund balance no later than September 1 of each year.

5. Acting in its role as a quasi-judicial body, continue in effect the following tonnage limitation on use of the FACILITY:

The current tonnage limitation at the FACILITY shall be a monthly average of 1,200 tons per day for the months of July, August, September, October, May and June of each year, and 1,000 tons per day for the months of November, December, January, February, March and April. The tonnage limitations for each month shall be cumulative so that any amounts by which METRO does not meet or exceed the monthly tonnage allowance in any given month may be carried over and credited to the tonnage limitation in any future month at METRO's discretion during the term of this Agreement. Further, METRO shall not be in violation of the tonnage limitation if the total tonnage by which METRO may have exceeded the allowed tonnage during any one month (taking into account METRO's allowance for previous underutilized monthly tonnage as described above) does not exceed one-half the total monthly tonnage allowed for the month in which the excess has occurred; provided, however, that such excess tonnage shall not cumulatively exceed 18,600 tons over the life of this Agreement.

OREGON CITY may review the conditions contained in the Conditional Use permit other than the tonnage limitations on an annual basis.

6. OREGON CITY agrees if during the term of this Agreement it adopts such a tax or charge that imposes a fee on

haulers of commercial solid waste or other users of the FACILITY except as may be imposed by any tax duly adopted by OREGON CITY of general applicability to all persons doing business in Oregon City, then METRO shall have no further obligation to pay the sums provided for in paragraphs A 1. and 2. above and the tonnage limitations provided for in B. 5. shall be continued.

C. Term. The term of this Agreement is for the sixty (60) months commencing on January 1, 1991, except that the provision for payment of the 50¢ per ton fee to OREGON CITY shall only be in effect during such time as OREGON CITY shall continue to allow the tonnage levels at the limits provided for in section B. 5. above.

D. Notice. Any notice required pursuant to this Agreement shall be delivered as follows:

If to OREGON CITY:

City Manager  
City Hall  
320 Warner-Milne Road  
Oregon City, OR 97045

Copy to:

Edward J. Sullivan  
City Attorney  
c/o Mitchell, Lang & Smith  
101 S. W. Main Street  
Portland, OR 97204

If to METRO:

Executive Officer  
Metropolitan Service District  
2000 S. W. First Avenue  
Portland, OR 97201-5398

Copy to:

Daniel B. Cooper  
General Counsel  
Metropolitan Service District  
2000 S. W. First Avenue  
Portland, OR 97201-5398

Or as to such individuals as the parties may designate in writing in the future.

E. This Agreement sets forth the entire obligation of the parties to each other in connection with the FACILITY herein

described except for further conditions not inconsistent with this Agreement have previously been provided for in the Conditional Use approval entered by OREGON CITY in 1981 as has been amended from time to time.

F. This Agreement is subject to specific enforcement by the courts at the request of either party.

G. Remedies.

1. A default of this Agreement by METRO shall result in reinstatement of the 700 ton per day limitation on operation of the FACILITY contained in the Conditional Use permit conditions in effect on June 1, 1988. In addition, METRO shall continue to be liable for the payment of the fees provided for in section A. 1. and A. 2. above.

2. Default by OREGON CITY for failure to comply with its obligations in section B. above (excepting those quasi-judicial actions which METRO is requesting of OREGON CITY), shall be grounds for METRO to seek specific enforcement of the terms of this Agreement allowing utilization of the FACILITY subject to the tonnage limitation provided herein and further shall be grounds for METRO withholding any further payments due to OREGON CITY pursuant to the terms of paragraph A. above and OREGON CITY shall not be entitled to any payment from METRO for tonnage received during the period which the default exists. If at any time during the term of this Agreement, OREGON CITY, acting in a quasi-judicial or legislative capacity, changes any of the terms of the request by METRO contained in section B. 5. above, then for the duration of any such change METRO shall not be obligated to make any payments under section A. 1. of this Agreement.

3. Each party agrees to give thirty (30) days written notice to the other in the event that it determines a default exists specifying the nature of the default and giving the other party the opportunity during said 30-day period to cure the default before taking any further action.

H. This Agreement shall become effective upon execution by the parties after prior approval of the terms of this Agreement by the Metro Council and Oregon City Commission.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

CITY OF OREGON CITY

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

David Spear

Title: Mayor

/////

By: \_\_\_\_\_

Rena Cusma

Title: Executive Officer



APPROVED AS TO FORM:

APPROVED AS TO FORM:

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Oregon City City Attorney

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Metro General Counsel

DBC/gl  
1040



# CITY OF OREGON CITY

Incorporated 1844

May 21, 1992

## DEVELOPMENTAL SERVICES

**DEPARTMENT**  
Planning, Building,  
Engineering

320 Warner Milne Road  
Oregon City, OR 97045  
(503) 657-0895  
FAX (503) 657-3339

Don Carlson, Council Administrator  
Metropolitan Service District  
2000 S. W. First Avenue  
Portland, Oregon 97201-5398

RE: Oregon City-Metro Enhancement Committee

Dear Mr. Carlson:

Enclosed, for your information, is a map showing the new boundary for the Oregon City-Metro Enhancement area. The Oregon City-Metro Enhancement Committee recommended that the boundary be revised. The City Commission subsequently approved the boundary change.

We are looking forward to working with our new Metro representative on future Enhancement projects.

If you have any questions regarding the boundary or the Enhancement Committee, please contact Denyse McGriff at 657-0891.

Sincerely,

Charles L. Leeson  
City Manager

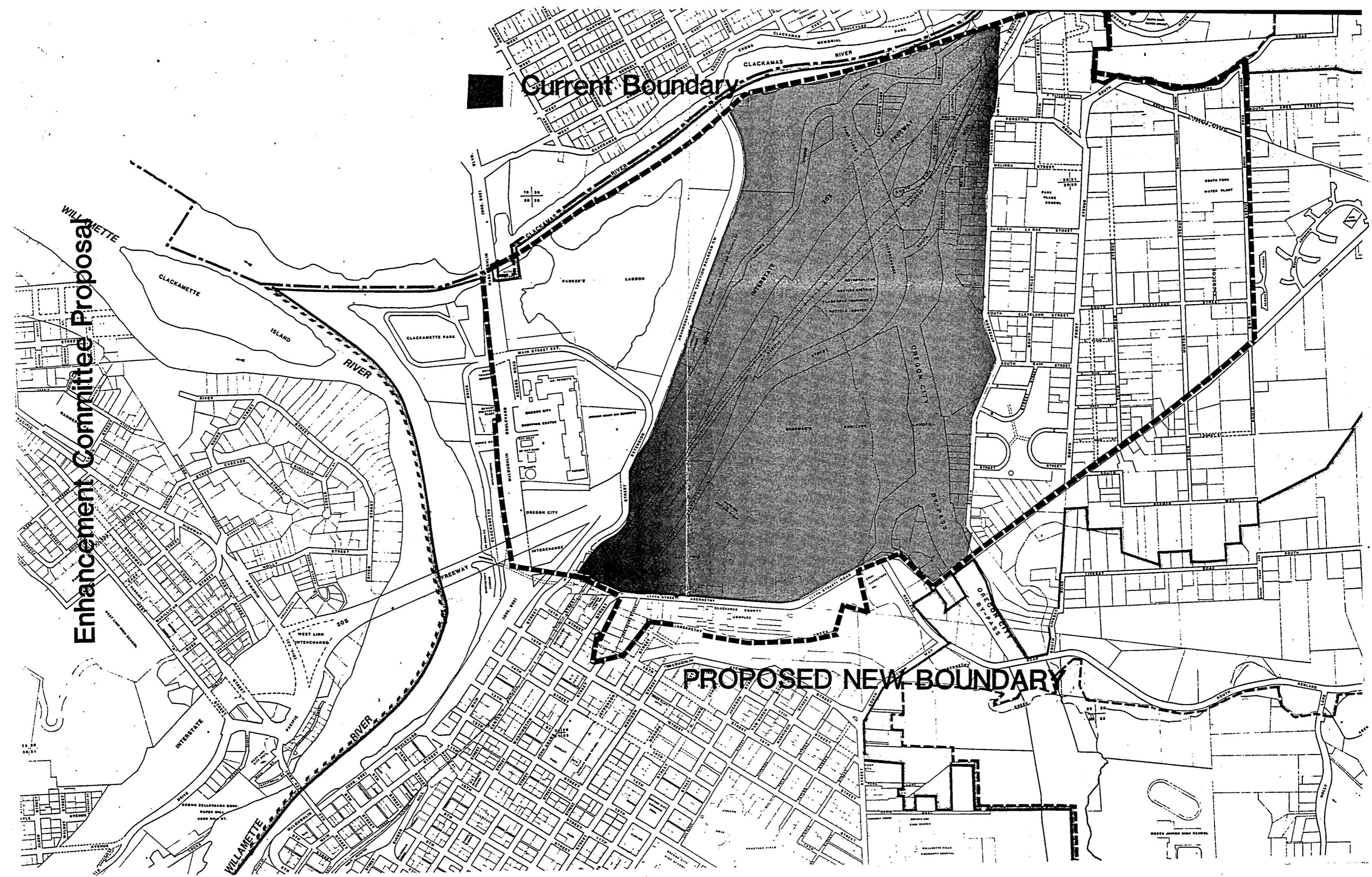
DCM/im

cc - Enhancement Committee

**Current Boundary**

**PROPOSED NEW BOUNDARY**

**Enhancement Committee Proposal**





**METRO**

2000 S.W. First Avenue  
Portland, OR 97201-5398  
503/221-1646

# Memorandum

To: Councillor Ed Gronke  
From: Donald E. Carlson, Council Administrator  
Date: June 2, 1992  
Re: Membership on the Oregon City Enhancement Committee

Metro and Oregon City have an intergovernmental agreement outlining the establishment and operation of an enhancement committee related to the Metro South Transfer Station. The purpose of the committee is to recommend to the Oregon City Commission plans, programs and projects for rehabilitation and enhancement near the transfer station. Metro pays Oregon City a fee of 50 cents per ton of waste processed at the station. These funds finance these rehabilitation and enhancement projects.

The intergovernmental agreement also provides that the Metro Councillor representing the district which includes Oregon City shall be a member of the enhancement committee. Your predecessor, Councillor DeJardin, served on the committee from its inception.

I have included several documents to give you a better understanding of the nature of the committee and your role as a member. These include: 1) Resolution No. 90-1355 by which Metro adopted the intergovernmental agreement, 2) the intergovernmental agreement, and 3) a recent letter from Oregon City which notified Metro of a change in the enhancement area boundaries.

The committee meets the first Thursday of each month. The next meeting is June 4, 5:30 P.M., in Conference Room C, at Oregon City Hall. If you have any questions concerning your membership on the committee, please contact either John Houser or myself.

cc: Presiding Officer Jim Gardner

SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 90-1355, FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF OREGON CITY PROVIDING FOR THE PAYMENT OF A \$.50 PER TON MITIGATION AND ENHANCEMENT FEE

Date: November 21, 1990

Presented by: Councilor DeJardin

Committee Recommendation: At the November 20, 1990 Solid Waste Committee meeting, Councilors Collier, DeJardin and Saucy voted unanimously (DeJardin; 3/0 vote) to recommend Council adoption of Resolution No. 90-1355. Councilors Buchanan and Wyers were excused.

Committee Discussion/Issues: Bob Martin, Director of Solid Waste, and Sam Chandler, Solid Waste Facilities Manager, gave staff's report. Mr. Martin said the intergovernmental agreement committed Metro to Oregon City's time schedule with specific tonnages. He said Metro South Station would handle 400,000 tons in 1991. He said the agreement would ultimately scale Metro South to a maximum of 250,000. Staff planned to direct waste to the Riedel composter facility. Councilor Collier asked if Metro would be penalized if the tonnage limitations were not met. Mr. Martin said there was no specific penalty and that staff had a working relationship with Oregon City to alleviate any problems.

The Committee had no further questions or comments and voted unanimously to recommend the full Council adopt Resolution No. 90-1355.

TD:DEC:pa  
90-1355.RPT

**AIRTEL METROPOLITAN SERVICE DISTRICT**

GRANT/CONTRACT NO. 901547 BUDGET CODE NO. 531-312410-528100-75000  
FUND Operations DEPARTMENT: Solid Waste (IF MORE THAN ONE) \_\_\_\_\_  
SOURCE CODE (IF REVENUE) \_\_\_\_\_

**INSTRUCTIONS**

1. OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
2. COMPLETE SUMMARY FORM.
3. IF CONTRACT IS —
  - A. SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
  - B. UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
  - C. OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
  - D. OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
4. PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Mitigation and Enhancement Fee

2. TYPE OF EXPENSE  PERSONAL SERVICES  LABOR AND MATERIALS  PROCUREMENT  
 PASS THROUGH AGREEMENT  INTER-GOVERNMENTAL AGREEMENT  CONSTRUCTION  
 OTHER

OR

TYPE OF REVENUE  GRANT  CONTRACT  OTHER

3. TYPE OF ACTION  CHANGE IN COST  CHANGE IN WORK SCOPE  
 CHANGE IN TIMING  NEW CONTRACT

4. PARTIES Metropolitan Service District and City of Oregon City

5. EFFECTIVE DATE January 1, 1991 TERMINATION DATE December 31, 1995  
(THIS IS A CHANGE FROM N/A)

|                                |              |    |                |
|--------------------------------|--------------|----|----------------|
| 6. EXTENT OF TOTAL COMMITMENT: | ORIGINAL/NEW | \$ | <u>656,000</u> |
|                                | PREV. AMEND  |    | <u>N/A</u>     |
|                                | THIS AMEND   |    | <u>N/A</u>     |
|                                | <b>TOTAL</b> | \$ | <u>656,000</u> |

**7. BUDGET INFORMATION**

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 90-91 \$ 101,500  
B. BUDGET LINE ITEM NAME Payment Other Agency AMOUNT APPROPRIATED FOR CONTRACT \$ 157,778  
C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF November 1, 1990 \$ 110,240

**8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)**

|                       |                    |                              |
|-----------------------|--------------------|------------------------------|
| _____<br>SUBMITTED BY | \$ _____<br>AMOUNT | <input type="checkbox"/> MBE |
| _____<br>SUBMITTED BY | \$ _____<br>AMOUNT | <input type="checkbox"/> MBE |
| _____<br>SUBMITTED BY | \$ _____<br>AMOUNT | <input type="checkbox"/> MBE |

9. NUMBER AND LOCATION OF ORIGINALS \_\_\_\_\_

8. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT  YES  NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS?  YES  NO  
IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION \_\_\_\_\_
12. WILL INSURANCE CERTIFICATE BE REQUIRED?  YES -  NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED?  YES  NOT APPLICABLE  
TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- |            |               |                              |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000  
A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?  
 YES  NO  
B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?  
 YES DATE \_\_\_\_\_ INITIAL \_\_\_\_\_

16. COMMENTS:  
Amount of Contract is based upon an estimated 1,311,900<sup>tons</sup> @ \$0.50/ton for the 5-year contract period.

## GRANT/CONTRACT APPROVAL

|   |   |   |
|---|---|---|
| <p><i>[Signature]</i><br/>INTERNAL REVIEW<br/>DEPARTMENT HEAD</p> <hr/> <p>FISCAL REVIEW</p> <hr/> <p>BUDGET REVIEW</p> | <p>CONTRACT REVIEW BOARD<br/>(IF REQUIRED) DATE _____</p> <p>1. _____<br/>COUNCILOR</p> <p>2. _____<br/>COUNCILOR</p> <p>3. _____<br/>COUNCILOR</p> | <p>COUNCIL REVIEW<br/>(IF REQUIRED)</p> <p>DATE _____</p> |
|---|---|---|

- LEGAL COUNSEL REVIEW AS NEEDED:
- A. DEVIATION TO CONTRACT FORM \_\_\_\_\_
- B. CONTRACTS OVER \$10,000 \_\_\_\_\_
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES \_\_\_\_\_