

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into by and between THE CITY OF OREGON CITY, OREGON ("City"), and Metro, a metropolitan service district organized under the constitution and laws of the State of Oregon and the Metro Charter. The parties agree as follows:

A. Metro Obligations:

1. Metro shall pay the City an amount equal to 50¢ per ton for all solid waste received at the facility known as the Metro South Station (the "Facility"), except for source-separated recyclable materials. This amount shall be referred to as the "Total Amount." Metro shall make payments to the City on a quarterly basis, which payments shall be deposited by the City directly to the City General Fund and be subject to dedicated expenditure for the purpose of rehabilitation and enhancement of the area within the City limits related to the Facility.
2. Metro shall deliver to the City monthly reports of activity at the Facility, including data on (1) the gross weight of solid waste received in vehicles that are weighed as they enter the Facility; (2) the number of other vehicles assessed fees on an estimated-volume basis; and (3) the tonnage of solid waste transferred from the Facility.

B. City Obligations:

1. The City agrees to appoint a Citizens' Advisory Committee to recommend to the City plans, programs, and projects for the rehabilitation and enhancement of the area around the Facility all in accordance with ORS 459.284. The Committee shall include as members the entire Oregon City Commission, four citizens of Oregon City appointed at large by the Mayor, and a Metro Council member representing the district that includes Oregon City. In lieu of appointment of such "Citizens' Advisory Committee," the Oregon City Commission may designate itself and the Metro Council member representing the district that includes Oregon City to perform the functions of such committee.
2. The City agrees that it will create a special fund and ensure that only plans, projects, and programs determined by the Citizens' Advisory Committee or the City Commission to be suitable for the rehabilitation and enhancement of the area within the City limits related to the Facility are authorized for funding from such special fund.

3. The City will dedicate expenditures from the funds paid by Metro pursuant to this Agreement for the purpose of rehabilitation and enhancement of the area within the City limits related to the Facility. City shall report annually to Metro on the expenditures of the special fund and fund balance by September 1 of each year.
4. The City agrees that if during the term of this Agreement it adopts a tax or charge that imposes a fee on haulers of commercial solid waste or other users of the Facility, Metro shall have no further obligation to pay the sums provided for in part A.1, above. This paragraph shall not apply to any tax duly adopted by City which is generally applicable to all persons doing business in Oregon City or any franchise fee collected by the City from haulers collecting solid waste within the City or its urban growth boundary.
- C. Metro and the City acknowledge that the Facility is now a permitted land use under the City's revised zoning code. Accordingly, Metro shall no longer be required to seek a conditional land use permit for the Facility from the City.
- D. The City has asked Metro to consider increasing the payment per ton set forth in this agreement and allow for annual adjustment based on Consumer Price Index (CPI), up to the limit set forth in ORS 459.284. Metro acknowledges the request of the City and will consider modifications to the Community Enhancement Fee Program on a region-wide basis including consideration of modifications of the Enhancement Fee without regard to any intergovernmental agreement concerning it.
- E. Term: This Agreement shall commence as set forth below (the "commencement date"), and shall be automatically renewed on each anniversary of the commencement date (the "anniversary date"), provided, however, that the Agreement shall expire of its own terms at the end of the second anniversary date. During the term of this Agreement, each party retains the right to terminate the Agreement as of any anniversary date by written notice delivered to the other party no later than 60 days prior to the anniversary date. The parties may terminate this agreement at any time for nonperformance of any material term thereof.
- F. Notice: Any notice required pursuant to this Agreement shall be delivered as follows:
- If to City: City Manager
 City Hall
 625 Center Street
 Oregon City, OR 97045
- William Kabeiseman
 Garvey Schubert Barer
 121 SW Morrison St., 11th Floor
 Portland, OR 97204-3141

If to Metro: Chief Operating Officer
Metro
600 NE Grand Avenue
Portland, OR 97232

Copy to: Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232

- G. Integration: This Agreement sets forth the entire obligation of the parties to each other in connection with the Facility herein described.
- H. Notice of Default: In the event a party determines that a default exists, that party shall give thirty days' written notice to the other party, which notice shall specify the nature of the default and shall give the other party an opportunity to cure the default before taking any further action.
- I. Effective and Commencement Date: This Agreement shall be dated as of the last signature date below and shall become effective upon execution by the parties after prior approval of the terms of this Agreement by the Metro Council and the Oregon City Commission. The Commencement Date of this Agreement shall be deemed to be January 1, 2012

OREGON CITY

METRO

By: David W. Frasher
Title: City Manager
Date: 1-7-12

By: Michael Bennett
Title: Chief Operating Officer
Date: DEC. 28, 2011

T:\Renifinalcontracts\931035 Oregon City - R&E IGA.doc

Oregon City-Metro Enhancement Committee

Sections:

- 1: Committee Purpose
- 2: Members and Term
- 3: Secretary; Meetings; Quorum; Staff
- 4: Rules
- 5: Powers; Functions; Duties

1: COMMITTEE PURPOSE:

The Oregon City-Metro Enhancement Committee has been created through an intergovernmental agreement between Oregon City and METRO, copy of which is attached, to recommend to the Oregon City-Metro Enhancement Committee plans, programs and projects for the rehabilitation and enhancement within the boundaries of the City of Oregon City.

2: MEMBERS AND TERM:

- A. The Committee shall consist of nine (9) members; the City Commission, one (1) METRO councilor and three (3) citizens at-large.
- B. The Mayor of Oregon City shall appoint three (3) of the non-Metro members. The Mayor will serve as committee chair. The METRO Council member shall be the representative of METRO District 2, which includes Oregon City. The Committee may elect from its membership any other officers it deems necessary.
- C. Effective January 1, 2007, each member shall serve a 4-year term with terms expiring as follow:
 - a. Mayor, Commission positions #1 and #4 expiring 12/31/2010
 - b. Commission positions #2 and #3 expiring 12/21/2008
 - c. Citizen at-large position #1 expiring 12/31/2007
 - d. Citizen at-large position #2 expiring 12/31/2008
 - e. Citizen at large position #3 expiring 12/31/2009
 - f. METRO Councilor position expiring 12/21/2010
- D. Prior to expiration, the Mayor shall appoint or reappoint members for the following term. Each subsequent term will be four (4) years.

3: SECRETARY; MEETINGS; QUORUM; STAFF:

The committee shall have a secretary who is a City staff member and is not a member of the Committee. Such secretary shall keep an accurate record of the proceedings of the Committee. Copies of all meeting minutes, correspondence and recommendations shall be provided to the Oregon City-Metro Enhancement Committee through the City Manager. The Committee shall hold a formal grant review meeting once a year. This date will be determined by the chair and City staff. Special meetings can be called, as may be needed, by the Chairperson. A quorum of any meeting shall consist of not less than four (4) members. The City Manager shall serve as advisor and the Finance Director shall serve as financial advisor to the Committee.

4: RULES:

The Committee shall establish and adopt its own rules of procedure consistent with the laws of the State of Oregon and the Ordinances of the City of Oregon City.

5: POWERS; FUNCTIONS; DUTIES:

- A. The Committee shall recommend the boundary of the area eligible for rehabilitation and enhancement.
- B. The Committee shall recommend plans, projects and programs for rehabilitation and enhancement within the eligible boundary. Such recommendations can be made at anytime, but shall at least be submitted annually to coincide with the City's budget process. Eligible projects include Planning, Engineering, Architectural and Marketing Services; sign, lighting and landscape construction; equipment acquisition; Public Works improvements, property acquisition, building construction, reconstruction or demolition; and other activities that are consistent with the Committee's purpose.
- C. The Committee shall not have budget or authority to make any expenditure on behalf of the City, or to obligate the City for payment of any sums of money, unless the City Commission has previously authorized such expenditure.
- D. The Committee shall have the power and authority to seek advice or testimony from any appropriate agency or individual to their purpose.
- ~~E. The City Commission shall have sole authority to approve, reject or modify any recommendation and to appropriate funding.~~

Chapter 3.04 - TRANSIENT ROOM TAX

Sections:

3.04.010 - Definitions.

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter:

"Hotel" means any structure or any portion of any structure which is occupied or intended or designed for transient occupancy for thirty days or less for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home, condominium, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, public or private club, space in mobile home or trailer parks or similar structure or portions thereof so occupied.

"Occupancy" means the use or possession or the right to the use or possession for lodging or sleeping purposes of any room or rooms in a hotel, or space in a mobile home or trailer park or portion thereof.

"Operator" means the person who is proprietor of a hotel in any capacity. Where the operator performs his functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purpose of this chapter and shall have the same duties and liabilities as his principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall be considered to be compliance by both.

"Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as unit.

"Tax" means either the tax payable by the transient or the aggregate amount of taxes due from an operator during the period for which he is required to report his collections.

"Transient" means any individual who exercises occupancy or is entitled to occupancy in a hotel for a period of thirty consecutive calendar days or less, counting portions of calendar days as full days. The day a transient checks out of the hotel shall not be included in determining the thirty-day period if the transient is not charged rent for that day by the operator. Any such individual so occupying space in a hotel shall be deemed to be a transient until the period of thirty days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than thirty consecutive days. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of the ordinance codified in this chapter may be considered. A person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient.

(Prior code § 5-23-1)

3.04.020 - Tax—Imposed.

For the privilege of occupancy in any hotel, each transient shall pay a tax in the amount of four percent of the rent charged by the operator. The tax constitutes a debt owed by the transient to the city which is extinguished only by payment to the operator. The transient shall pay the tax to the operator of the hotel at the time the rent is collected. The operator shall enter the tax when rent is collected if the operator keeps records on the cash accounting basis and when earned if the operator keeps records on the accrual accounting basis. If rent is paid in installments, a proportionate share of the tax shall be paid by the transient to the operator with each installment. Rents payable by governmental agencies shall be exempt from tax.

(Ord. 97-1025, 1997; Ord. 93-006 § 1, 1993; Ord. 92-1037 § 1, 1992; prior code § 5-23-2)

3.04.030 - Tax—Collection.

Every operator renting rooms shall collect the tax from the occupant and the tax collected or accrued shall constitute a debt owing to the city. If the operator has complied with the terms of this chapter and particularly the provisions of this section relating to prompt payment of taxes due and payable, he shall be permitted to deduct as a personal collection expense five percent of the amount of the taxes collected.

(Prior code §5-23-3)

3.04.040 - Tax—Payment.

All net taxes collected are due and payable to the city on a monthly basis of the fifteenth day of the month for the preceding month. Any delinquency in payment shall be subject to a penalty of ten percent of the amount due together with interest on the amount due at one percent per month with proration for fractions of a month.

(Prior code §5-23-4)

3.04.050 - Tax—Disposition.

All transient room taxes collected by the city shall be allocated to the city civic improvement trust fund and devoted to the promotion of tourism as designated therein.

(Prior code §5-23-7)

3.04.060 - Records.

The operator shall keep records separately, itemizing the tax accrued or collected, which records shall be available for inspection by the city at all reasonable times.

(Prior code §5-23-6)

3.04.070 - Violation—Penalties.

Failure to remit taxes when due shall be grounds for revocation of the operator's city business license and shall subject the operator to the general penalties for violation of city ordinances. That penalty shall be subject to the code enforcement procedures of Chapters 1.16, 1.20 or 1.24.

(Ord. 99-1004 §5, 1999; prior code §5-23-5)