

RESOLUTION NO. 360-R

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH METROPOLITAN SERVICE DISTRICT FOR FINANCING THE CONSTRUCTION OF A FENCE AROUND THE OBRIST LANDFILL.

WHEREAS, Troutdale and Metro each desire to protect the general public from dangers existing at the Obrist Landfill, and

WHEREAS, Troutdale and Metro are authorized by ORS 190.010 and other laws of the State of Oregon to enter into a written agreement for the performance of any or all functions and activities that each party to the agreement, its officers or agents, have authority to perform;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT the City of Troutdale enter into an agreement in the form attached hereto, marked "Exhibit A" and made a part of this Resolution as though fully set forth herein, and

BE IT FURTHER RESOLVED THAT the Mayor of the City of Troutdale be authorized to execute the Agreement on behalf of the City of Troutdale.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE on the 5<sup>th</sup> day of AUGUST, 1980.

YEAS: 6

NAYS: 0

Signed by the Mayor of the City of Troutdale on the 5<sup>th</sup> day of AUGUST, 1980.

  
\_\_\_\_\_  
R. M. STURGES, Mayor

ATTEST:

  
\_\_\_\_\_  
TERRI WIDNER, Recorder

A G R E E M E N T

THIS AGREEMENT, entered into this 11<sup>th</sup> day of AUGUST, 1980,  
by and between CITY OF TROUTDALE, OREGON, hereinafter called "City, and  
METROPOLITAN SERVICE DISTRICT, hereinafter called "Metro",

RECITALS:

1. City is a municipal corporation of the State of Oregon.  
Metro is a Metropolitan Service District established under ORS Chapter  
268.

2. City is presently the owner and in possession of land which  
has been used for a landfill pit in the City of Troutdale, known commonly  
as the "Obrist Pit".

3. Certain improvements are necessary to be made to protect  
persons and property in the vicinity of the Obrist Pit.

4. Metro is authorized to provide financial assistance to the  
City for solid waste disposal purposes and related facilities.

NOW, THEREFORE, the parties hereto agree as follows:

1. Funding: Metro agrees to loan the sum of not more than  
\$40,000.00 for the purpose of the construction, acquisition and adminis-  
tration of the project as described below.

2. Description of Project:

(a) The purchase and erection of a fence around the peri-  
meter of the Obrist Landfill Pit and the adjacent property now owned by  
Loren Obrist. The fence shall be constructed for the purpose of protect-  
ing the public from the danger of the open pit.

(b) Easements shall be purchased as required from adjacent

property owners where necessary to locate the fence on solid ground. The aforesaid easements may include the right to install pipes or other gas collection devices to collect methane or other gases migrating from the landfill pit.

3. Method of Funding: The City agrees to seek competitive bids for all construction projects described above in accordance with the City's ordinance regulating public contracts. The City shall acquire easements where required and shall make its best effort to acquire them for not more than the fair market value thereof. Upon receiving an invoice for the construction project or after the successful negotiation and agreement with a property owner for the purchase of an easement the City shall submit to Metro a request for payment, which request shall include a copy of the contract and invoice from the contractor or a copy of the easement. In the event the City shall have constructed any of the projects with its own forces the City shall submit a request for payment, together with proof of cost of any materials purchased for the purpose of the project. No payment shall be requested by the City for recovery of its labor and administrative costs where the City accomplishes the construction project with its own forces. Metro agrees to provide funds to the City or pay the contractor or owner directly within five days of the submission of the request by the City. The City and Metro shall keep accurate records of all requests and payments. Metro shall be required to make payments in the aggregate of no more than \$ 40,000.00 .

4. Recovery or Waiver of Funds Expended: Metro and City contemplate that they may enter into an agreement under which Metro will operate the landfill pit. In the event Metro operates the landfill pit, Metro

shall waive repayment of any and all funds advanced except as may be provided in any agreement for operation of the landfill.

5. Loan Repayment: In the event Metro does not enter into an agreement to operate the landfill pit on or before July 1, 1981, the parties agree that the funds paid to the City or to third parties pursuant to this agreement shall be repaid to Metro in annual installments of \$10,000.00 or one-fourth of the total loan amount on or before July 31st of each year until the entire principal has been paid in full. In any event the entire loan shall be repaid on or before July 31, 1984. Provided, however, that the City shall not be required to make any payment during any fiscal year for which no funds have been appropriated for the purpose of repaying the loan. The City agrees that, to the extent it shall have authority to do so, it shall appropriate funds for the purpose of repaying the loan prior to other general fund purposes except emergency and vital services.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 11<sup>th</sup> day of AUGUST, 1980, which execution is witnessed by the signatures of their officers duly authorized.

CITY OF TROUTDALE, OREGON

By: *R. M. Stinson*

METROPOLITAN SERVICE DISTRICT

By: *Richard C. Spinks*