

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

*Not  
Adopted  
5/12/89*

FOR THE PURPOSE OF AUTHORIZING AN ) RESOLUTION NO. 89-1032A  
AGREEMENT WITH THE CITY OF FOREST )  
GROVE, OREGON, PERTAINING TO AN ) Introduced by Rena Cusma,  
ENHANCEMENT FEE FOR THE FOREST ) Executive Officer  
GROVE TRANSFER STATION )

WHEREAS, The Council of the Metropolitan Service District has adopted Ordinance No. 88-266 establishing that the apportionment of enhancement fees is appropriate for local communities where disposal sites are located; and

WHEREAS, A transfer station exists in Forest Grove, Oregon, pursuant to a Metro-approved Franchise; and

WHEREAS, Exhibit "A" attached hereto is an appropriate agreement for the payment of enhancement fees related to the Forest Grove Transfer Station; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District approves the execution of the Agreement attached as Exhibit "A" with the city of Forest Grove.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

*Mike Ragsdale*  
\_\_\_\_\_  
Mike Ragsdale, Presiding Officer

## EXHIBIT "A"

### AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF FOREST GROVE, OREGON, ("FOREST GROVE"), 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, impose a surcharge on and pay to FOREST GROVE an amount equal to 50 cents per ton for all solid waste received at the facility known as the Forest Grove Transfer Station (hereinafter "the FACILITY") except for source separated recyclable materials. Payments to FOREST GROVE shall be made according to the following provisions.

(a) The amount paid by METRO shall be deposited by FOREST GROVE in a separate, dedicated fund for the purpose of implementing plans, programs and projects for the rehabilitation and enhancement of the area around the transfer station pursuant to the terms of this Agreement.

(b) METRO shall have no obligation to make any payments to FOREST GROVE except from funds actually collected by METRO from the operator of the FACILITY unless METRO is itself operating the gatehouse of the FACILITY. METRO shall make a good faith effort to collect all funds. METRO retains the right to require the operator of the FACILITY to collect an additional 50 cents per ton surcharge on all waste received in order to obtain

funds to make payments to FOREST GROVE.

2. Make available to FOREST GROVE, on an as requested basis, 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.

B. FOREST GROVE agrees:

1. That the City Council, functioning as the local community enhancement committee, will determine and submit for the Metro Council approval:

(a) The boundary of the area eligible for rehabilitation and enhancement.

(b) Criteria for providing funds under the community enhancement program for the rehabilitation and enhancement of the area around the FACILITY.

2. To create a special fund and ensure that projects developed and funded pursuant to the community enhancement program, consistent with the funding criteria and within the eligible area, are authorized for the disbursement of funds from such special fund. Administrative expenses may not be charged to the special fund.

3. To report annually to the Metro Executive Officer and the Metro Council on the expenditures of the special fund and fund balance no later than September 1 of each year.

4. If during the term of this Agreement, FOREST GROVE

adopts 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 FOREST GROVE of general applicability to all persons doing business in Forest Grove, then METRO shall have no further obligation to pay the sums provided for in this Agreement.

5. To provide all necessary administrative support to administer the Fund and shall only expend monies from the Fund in a manner consistent with its charter and applicable Oregon Laws.

6. To hold METRO harmless and indemnify METRO from any claims or causes of action of whatever nature that may arise out of FOREST GROVE's administration of the Fund.

C. Term. The term of this Agreement is indefinite unless one of the parties shall terminate pursuant to this section.

1. FOREST GROVE may terminate by giving thirty (30) days written notice to METRO.

2. METRO may terminate upon giving thirty (30) days written notice to FOREST GROVE if:

(a) the operation of the FACILITY shall cease, or  
(b) METRO shall through duly adopted legislation cease making similar payments through other local governments of Metro appointed advisory committee for mitigation and enhancement of areas affected by solid waste disposal facilities; or

(c) METRO is prevented by law from making payments pursuant to this Agreement.

3. METRO may otherwise terminate on June 30th of any

year by giving FOREST GROVE at least six (6) months prior notice.

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

If to FOREST GROVE:

Connie Fessler, City Manager  
City of Forest Grove  
P.O. Box 326  
Forest Grove, OR 97116

If to METRO:

The Honorable Rena Cusma  
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.

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

G. Default. 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 Forest Grove City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

CITY OF FOREST GROVE

METROPOLITAN SERVICE DISTRICT

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

By: \_\_\_\_\_  
Rena Cusma

Title: \_\_\_\_\_

Title: Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Forest Grove City Attorney

\_\_\_\_\_  
Metro General Counsel

DBC/PN:gl  
a:fgagree.exe

COMMITTEE REPORT

Agenda Item 1

Meeting Date May 25, 1989

RESOLUTION NO. 89-1032A, AUTHORIZING AN AGREEMENT WITH THE CITY OF FOREST GROVE, OREGON, PERTAINING TO AN ENHANCEMENT FEE FOR THE FOREST GROVE TRANSFER STATION

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DATE: April 26, 1989

Presented by: Councilor Gary Hansen, Chair Solid Waste Committee

Committee Recommendation: The Solid Waste Committee voted unanimously to recommend Council adoption of Resolution No. 89-1032A as amended. Voting: Councilors Hansen, Kelley, Buchanan, Ragsdale and Wyers. This action taken April 25, 1989.

Committee Discussion/Issues: Adoption of Resolution No. 89-1032A would authorize the execution of an agreement with the City of Forest Grove which would impose a surcharge on and pay to Forest Grove an amount equal to 50 cents per ton for all solid waste received at the Forest Grove Transfer Station.

The Solid Waste Committee held a public hearing on Resolution No. 89-1032A on April 25, 1989. One individual testified: Mayor Clifford Clark of Forest Grove. He stated that the Forest Grove Council is close to the citizens and can represent them well as the local community enhancement committee. The City would like to see the agreement signed as it is written, and to be able to start collecting their money. It is not a retroactive agreement.

Major Issue: The major issue discussed by the Solid Waste Committee was who should form the local community enhancement committee. Metro's Community Enhancement Policy states that, "Metro shall create or designate a local community enhancement committee, which may be a local governing body, which shall be responsible for making recommendations on the disbursement of funds under the community enhancement program."

The policy states that the local governing body may be the local enhancement committee. The proposal agreement provides that the Forest Grove City Council will function as the local community enhancement committee. Councilor Kelley feels that citizens, not the City Council, should form the enhancement committee and have direct input regarding the use of enhancement fees. Councilor Ragsdale indicated that because Metro's policy provides that a local Council may act as the enhancement committee, we should not require the City to use an advisory committee. He indicated that he was opposed to the form of the policy at the time it was adopted, but the proposed agreement meets the adopted policy.

Councilor Gardner stated that while the agreement is not inconsistent with the adopted policy, it is not consistent with the spirit of the earlier debate on the policy and with the St. Johns model.

RESOLUTION NO. 89-1032A  
Committee Report  
April 26, 1989  
Page 2

The Solid Waste Committee made the following amendments to the Agreement (Exhibit A):

1. Section B(1): "That the City Council functioning as the local community enhancement committee, will determine and submit for the Metro['s] Council approval:"
2. Section B(4): "To report annually to the Metro Executive Officer and the Metro Council on the expenditures of the special fund and fund balance no later than September 1 of each year."



STAFF REPORT

Agenda Item No. 1  
Meeting Date: May 25, 1989

CONSIDERATION OF RESOLUTION NO. 89-1032A WHICH APPROVES  
THE METRO/CITY OF FOREST GROVE INTERGOVERNMENTAL  
AGREEMENT PERTAINING TO THE FOREST GROVE TRANSFER  
STATION

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Date: April 12, 1989

Presented by: Bob Martin  
Phil North

Factual Background and Analysis

On September 22, 1988 the Metro Council authorized an amendment to Franchise No. 4 for the Forest Grove Transfer Station. Principal elements of the amendment were revision of the rate structure and authorization to allow public self-haulers to utilize the facility. Additionally, new conditions were added relative to mitigation of litter, odor, noise and vectors.

One significant further condition was the imposition of a \$.50 per ton community enhancement fee to be collected and administered pursuant to an agreement to be negotiated between Metro and the City of Forest Grove.

A draft agreement between Metro and the City of Forest Grove, and Resolution No. 89-1032 were presented to the Council Solid Waste Committee on January 3, 1989. No action was taken by the Committee on that date and a request was made that revisions be made and that the agreement be brought back before the Committee at a later date. Subsequently, revisions were made and mutually agreed to by staff of Metro and the City of Forest Grove.

Attached to Resolution No. 89-1032A is Exhibit "A", which is the revised Agreement between Metro and the City of Forest Grove. Attached to this staff report is a copy of the Agreement presented to the Council Solid Waste Committee on January 3 (Attachment "1"). The new agreement (Exhibit "A") shows the new language underlined. Language deleted from the January 3 document is shown in brackets (Attachment "1").

Executive Officer's Recommendation

The Executive Officer recommends adoption of Resolution 89-1032A.

ATTACHMENT "1"

AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF FOREST GROVE, OREGON, ("FOREST GROVE"), 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, impose a surcharge on and pay to FOREST GROVE an amount equal to 50 cents per ton for all solid waste received at the facility known as the Forest Grove Transfer Station (hereinafter "the FACILITY") except for source separated recyclable materials. Payments to FOREST GROVE shall be made according to the following provisions and [shall be made on a quarterly basis].

(a) The 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 FOREST GROVE as determined by FOREST GROVE] pursuant to the terms of this Agreement.

(b) METRO shall have no obligation to make any payments to FOREST GROVE except from funds actually collected by METRO from the operator of the FACILITY unless METRO is itself operating the gatehouse of the FACILITY. METRO shall make a good faith effort to collect all funds. METRO retains the right to

require the operator of the FACILITY to collect an additional .50 cents per ton surcharge on all waste received in order to obtain funds to make payments to FOREST GROVE.

2. Make available to FOREST GROVE, on an as requested basis, 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.

B. FOREST GROVE agrees:

[1. It will appoint a citizens' advisory committee to recommend to the City Council 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 Forest Grove City Council, and the Metro Council member representing the district which includes FOREST GROVE.]

[2. The Forest Grove City Council, after receiving a recommendation from the citizens' committee, will determine the boundary of the area eligible for rehabilitation and enhancement.]

3. To create a special fund and ensure that only [plans,] projects [and programs determined by the City Council to be suitable for the rehabilitation and enhancement of the selected] area are authorized for funding from such special fund. Administrative expenses may not be charged to the special fund.

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

5. If during the term of this Agreement, FOREST GROVE adopts 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 FOREST GROVE of general applicability to all persons doing business in Forest Grove, then METRO shall have no further obligation to pay the sums provided for in this Agreement.

6. [FOREST GROVE will] provide all necessary administrative support to administer the Fund and shall only expend monies from the Fund in a manner consistent with its charter and applicable Oregon Laws.

7. [FOREST GROVE agrees] to hold METRO harmless and indemnify METRO from any claims or causes of action of whatever nature that may arise out of FOREST GROVE's administration of the Fund.

C. Term. The term of this Agreement is indefinite unless one of the parties shall terminate pursuant to this section.

1. FOREST GROVE may terminate by giving thirty (30) days written notice to METRO.

2. METRO may terminate upon giving thirty (30) days notice to FOREST GROVE if:

(a) the operation of the FACILITY shall cease, or  
(b) METRO shall through duly adopted legislation  
cease making similar payments through other local governments or  
Metro appointed advisory committee for mitigation and enhancement  
of areas affected by solid waste disposal facilities; or  
(c) METRO is prevented by law from making  
payments pursuant to this Agreement.

3. METRO may otherwise terminate on June 30th of any  
year by giving FOREST GROVE at least six (6) months prior notice.

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

If to FOREST GROVE:

Connie Fessler  
City Manager  
P. O. Box 326  
Forest Grove, OR 97116

If to METRO:

The Honorable Rena Cusma  
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.

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

G. Default. 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 Forest Grove City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

CITY OF FOREST GROVE

METROPOLITAN SERVICE DISTRICT

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

By: \_\_\_\_\_  
Rena Cusma

Title: \_\_\_\_\_

Title: Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Forest Grove City Attorney

\_\_\_\_\_  
Metro General Counsel

DBC/gl  
fgagree.

STAFF REPORT

Agenda Item No. 4  
Meeting Date: January 3, 1988

CONSIDERATION OF RESOLUTION 89-1032, WHICH APPROVES  
FOREST GROVE TRANSFER STATION INTERGOVERNMENTAL AGREEMENT

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Date: December 27, 1988

Presented by: Richard Carson

Factual Background and Analysis

The Metro Council adopted the Enhancement Fee Policy (No. 12.0) of the Solid Waste Management Plan on December 8, 1988. The Forest Grove Transfer Station has requested an expansion of its facility and Metro must decide on how to allocate fees in accordance with Ordinance Nos. 88-266 and 88-273. Metro Counsel has prepared the attached agreement after negotiations with the City of Forest Grove.

Executive Officer's Recommendation

The Executive Officer recommends adoption of Resolution 89-1032.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN ) RESOLUTION NO. 89-1032  
AGREEMENT WITH THE CITY OF FOREST )  
GROVE, OREGON, REGARDING AN ) Introduced by Rena Cusma,  
ENHANCEMENT FEE FOR THE FOREST ) Executive Officer  
GROVE TRANSFER STATION )

WHEREAS, The Council of the Metropolitan Service District has adopted Ordinance No. 88-266 establishing that the apportionment of enhancement fees is appropriate for local communities where disposal sites are located; and

WHEREAS, A transfer station exists in Forest Grove, Oregon, pursuant to a Metro-approved Franchise; and

WHEREAS, Exhibit "A" attached hereto is an appropriate agreement for the payment of enhancement fees related to the Forest Grove Transfer Station; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District approves the execution of the Agreement attached as Exhibit "A" with the city of Forest Grove.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

Mike Ragsdale, Presiding Officer

DBC/gl



## EXHIBIT "A"

### AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF FOREST GROVE, OREGON, ("FOREST GROVE"), 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, impose a surcharge on and pay to FOREST GROVE an amount equal to 50 cents per ton for all solid waste received at the facility known as the Forest Grove Transfer Station (hereinafter "the FACILITY") except for source separated recyclable materials. Payments to FOREST GROVE shall be made according to the following provisions and shall be made on a quarterly basis.

(a) The 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 FOREST GROVE as determined by FOREST GROVE pursuant to the terms of this Agreement.

(b) METRO shall have no obligation to make any payments to FOREST GROVE except from funds actually collected by METRO from the operator of the FACILITY unless METRO is itself operating the gatehouse of the FACILITY. METRO shall make a good faith effort to collect all funds. METRO retains the right to

require the operator of the FACILITY to collect an additional 50 cents per ton surcharge on all waste received in order to obtain funds to make payments to FOREST GROVE.

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B. FOREST GROVE agrees:

1. It will appoint a citizens' advisory committee to recommend to the City Council 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 Forest Grove City Council, and the Metro Council member representing the district which includes FOREST GROVE.

2. The Forest Grove City Council, after receiving a recommendation from the citizens' committee, will determine the boundary of the area eligible for rehabilitation and enhancement.

3. To create a special fund and ensure that only plans, projects and programs determined by the City Council to be suitable for the rehabilitation and enhancement of the selected area are authorized for funding from such special fund. Administrative expenses may not be charged to the special fund.

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

5. If during the term of this Agreement, FOREST GROVE adopts 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 FOREST GROVE of general applicability to all persons doing business in Forest Grove, then METRO shall have no further obligation to pay the sums provided for in this Agreement.

6. FOREST GROVE will provide all necessary administrative support to administer the Fund and shall only expend monies from the Fund in a manner consistent with its charter and applicable Oregon Laws.

7. FOREST GROVE agrees to hold METRO harmless and indemnify METRO from any claims or causes of action of whatever nature that may arise out of FOREST GROVE's administration of the Fund.

C. Term. The term of this Agreement is indefinite unless one of the parties shall terminate pursuant to this section.

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2. METRO may terminate upon giving thirty (30) days notice to FOREST GROVE if:

(a) the operation of the FACILITY shall cease, or  
(b) METRO shall through duly adopted legislation  
cease making similar payments through other local governments or  
Metro appointed advisory committee for mitigation and enhancement  
of areas affected by solid waste disposal facilities; or  
(c) METRO is prevented by law from making  
payments pursuant to this Agreement.

3. METRO may otherwise terminate on June 30th of any  
year by giving FOREST GROVE at least six (6) months prior notice.

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

If to FOREST GROVE:

Connie Fessler  
City Manager  
P. O. Box 326  
Forest Grove, OR 97116

If to METRO:

The Honorable Rena Cusma  
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.

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

G. Default. 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 Forest Grove City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

CITY OF FOREST GROVE

METROPOLITAN SERVICE DISTRICT

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

By: \_\_\_\_\_  
Rena Cusma

Title: \_\_\_\_\_

Title: Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Forest Grove City Attorney

\_\_\_\_\_  
Metro General Counsel

DBC/gl  
fgagree.