

RESOLUTION NO. 3268

A RESOLUTION OF THE WILSONVILLE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN COMMUNITY ENHANCEMENT PROGRAM INTERGOVERNMENTAL AGREEMENT BETWEEN METRO AND THE CITY OF WILSONVILLE TO ACCEPT COMMUNITY ENHANCEMENT FEES AND COMMUNITY INVESTMENT FEES THROUGH DECEMBER 31, 2030.

WHEREAS, the Metro Solid Waste Community-Enhancement Program collects funds from solid-waste transfer facilities located throughout the greater metro region to be used to enhance and improve communities that host these facilities in accord with ORS 459.284; and

WHEREAS, Community enhancement fees are collected on municipal garbage and food waste but generally are not collected on source-separated yard debris or construction/demolition waste; and

WHEREAS, the City of Wilsonville also accepts Community Investment Fees to be managed and distributed through existing Community Enhancement Grant mechanisms; and

WHEREAS, funds collected under the community enhancement program are dedicated and used for enhancement host community of the facility from which the fees have been collected as determined by the committee or local government. These funds may be used for extensive community purposes that “rehabilitate and enhance the area within the City limits related to the transfer station”; and

WHEREAS, Metro’s program is applicable to eligible facilities located in Clackamas, Washington and Multnomah Counties within Metro’s jurisdictional boundary; however, in practice, only some facilities and host communities participated in the program and others did not participate; and

WHEREAS, participation by the City in the Metro Solid-Waste Community Enhancement Program is accomplished through an intergovernmental agreement (IGA) with Metro that required the formation of a committee to vet and select projects, a public-input process and participation by the community’s district Metro Councilor, among other requirements; and

WHEREAS, participation in the program requires a public-engagement process to advertise and solicit suggestions for community-enhancement projects, which are approved through an open public process; and

WHEREAS, on July 6, 2015, the City Council approved Resolution No. 2543 adopting the IGA the Metro Solid-Waste Community Enhancement Program in Wilsonville and creating a new Council-level committee known as the Wilsonville-Metro Community Enhancement Committee to over the see the program locally; and

WHEREAS, on May 17, 2021, the City Council approved Resolution 2897 adopting the Agreement to continue the program in from July 1, 2021 – June 30, 2026.

WHEREAS, the City of Wilsonville wants to continue to accept Community Enhancement Fees and Community Investment Fees to be managed and distributed through existing Community Enhancement Grant mechanisms.

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

1. The Wilsonville City Council hereby authorizes the City Manager to enter into an amendment of the Intergovernmental Agreement Between Metro and the City of Wilsonville to accept Community Enhancement Fees and Investment Fees, which is substantially similar to **Exhibit A** attached hereto and incorporated by reference herein.

ADOPTED by the Wilsonville City Council on May 4, 2026, and filed with the Wilsonville City Recorder this date.

Signed by:

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Shawn O'Neil, Mayor

ATTEST:

DocuSigned by:

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kimberly veliz, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil	Yes
Council President Berry	Yes
Councilor Cunningham	Yes
Councilor Scull	Yes
Councilor Shevlin	Yes

EXHIBIT:

A. Community Enhancement Grant Program Services Intergovernmental Agreement

Community Enhancement Grant Program Services Intergovernmental Agreement



Metro Contract No. XXXX

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a Metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736 (“Metro”), and the City of Wilsonville (the “City”) an Oregon municipal corporation, whose address is 29799 SW Town Center Loop E, Wilsonville, Oregon, 97070.

Section 1: Purpose

The purpose of this Agreement is to implement the provisions of Metro Code Chapter 5.06 related to the administration of the Solid Waste Community Enhancement Program (“Program”) for Willamette Resources, Inc.

Section 2: Term

This Agreement begins on January 1, 2026 and terminates on December 31, 2030. The parties may mutually terminate this Agreement earlier. Metro may terminate this Agreement under Section 8. The parties may mutually extend the term of the Agreement by written amendment.

Section 3: Collection and Distribution of Community Enhancement Fee Funds

- A. In accordance with Metro Code, the Facility must collect and remit to Metro a solid waste community enhancement fee (“CEF”) of \$1.00 on each ton of putrescible solid waste, including yard debris mixed with food waste, received at the Facility. If the Facility seeks to collect additional fees for community enhancement, the parties will amend this Agreement so the additional funds are distributed in compliance with the Agreement.
- B. As part of Metro’s goals-based tonnage allocation criteria, the Facility may voluntarily collect and remit to Metro: (1) a community investment fee (“CIF”) of \$0.50 per ton on all putrescible solid waste, including yard debris mixed with food waste received by the Facility; or (2) a community investment fee of \$1.00 per ton on all types of waste received that are not subject to any Solid Waste Community Enhancement Fees. If the Facility seeks to collect additional fees for community investment, the parties will amend this Agreement so the additional funds are distributed in compliance with the Agreement.
- C. Metro will remit to Wilsonville the CEF funds and any CIF funds (“Funds”) collected in A and B above on the second Friday of the second month following each quarter-end (February, May, August, and November).
- D. At the request of Wilsonville, Metro will provide quarterly 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.
- E. At the request of Wilsonville, Metro will reasonably assist with the administration of the Program.

Section 4: City/County Obligations

- A. Wilsonville must administer a Program that complies with Metro Code Chapter 5.06 (Exhibit A), and Metro Administrative Rules 5.06 (Exhibit B). Exhibits A and B are incorporated into this Agreement and are binding on Wilsonville.

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B. Solid Waste Community Enhancement Committee

- i. Wilsonville will establish a solid waste community enhancement program advisory committee ("Committee") for the purpose of implementing the Program that complies with Exhibit A and Exhibit B.
- ii. The Committee must be made up of at least five members, including three citizen representatives appointed by the mayor, city manager, or county administrator, and, at Metro's option, must include the Metro Councilor representing the district where the Facility is located. In lieu of appointing a separate Committee, the City may designate itself plus the Metro Councilor representing the district where the Facility is located to perform the function of the Committee. In either case, the Metro Councilor may serve as co-chair to the Committee at Metro's option.
- iii. All Committee members must disclose any conflict of interest before participating in a grant decision, and must sign a conflict of interest form provided by Wilsonville and approved by the attorney representing Wilsonville.
- iv. The City of Wilsonville, through the Committee, is responsible for:
 - Establishment of the enhancement area boundary.
 - Adoption of Committee bylaws.
 - Development of a process for soliciting and selecting solid waste community enhancement projects.
 - Compliance with the eligibility criteria set forth in Section 5.06.070 and the goals set forth in Metro Code Section 5.06.080 and creation of additional criteria and goals where appropriate.
 - Annually reviewing the enhancement program revenue estimates provided by Metro staff and propose how these funds will be allocated for the upcoming fiscal year or funding cycle.
 - Upon request of Metro's COO, presenting an annual report to the Metro Council on all projects approved for funding.
 - Providing an open, public process for project review and selection.
 - Ensuring that funding decisions are made by a majority vote of the Committee.

C. Program Administration

- i. Develop program materials and communications including a grant application, applicant instructions/handbook, a project website, and Committee evaluation criteria.
- ii. Promote the Program within the Program boundary area. Wilsonville must publish information about the Program on its website, including without limitation: funding criteria, goals, application process, and timeline.
- iii. Designate a staff person who is responsible for the administration of the Program and this Agreement. This person must have authority to make decisions regarding this Agreement.
- iv. Wilsonville designated Program staff will attend periodically scheduled grant administrator's learning cohort meetings.
- v. Promote the grant program solicitations to community stakeholders to recruit applicants.
- vi. Meet annually with grantees to get updates on grant activities and grantee needs.
- vii. Promote grantee and grant program accomplishments to community stakeholders.
- viii. No later than July 10 of each year, Wilsonville must provide a written report to Metro on the Program that includes revenues and expenditures of the program Funds, including the total amount of awarded Funds that have been paid by June 30. The report must also include an

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accounting of any funding expended for program administration and the fund balance carried forward, if any.

- ix. Maintain complete and accurate records related to the administration of the Program (including solicitation materials, grant applications, and records of Committee decision making) and all organizational expenses related to administration of the grant program. Wilsonville will make these records available to Metro upon request for inspection, auditing, and copying.

D. Funding Administration

- i. Create separate Program accounts for deposit of the CEF and CIF (if any) funds collected under Section 3. Wilsonville must not commingle CEF and CIF funds in its budget. Upon receipt from Metro of the Program's Funds for each grant cycle, City will deposit the Funds in the two separate accounts.
- ii. Wilsonville must provide all necessary support to administer the program. Wilsonville may charge no more than 20% of the annual budget for the Funds, not to exceed \$50,000, for the direct costs of administering the Program. Direct costs include staff time and materials.
- iii. Prepare an annual budget. The budget must identify the expected distribution of Funds for projects during a fiscal year. The Committee may propose that there be no distribution of Funds during a fiscal year, for a maximum of three consecutive years. The Wilsonville must notify Metro within 14 days if the Committee determines that no Funds will be distributed in a given Program year.
- iv. Determine each funding year's grant awards no later than December. Funds must be spent within three years of the program funding cycle in which the Funds were collected.
- v. Grant funds awarded to a local government must not exceed 15% of the Program's annual grant funding budget or funding cycle. If the Committee is recommending an award of more than 15% of the funding budget to the local government then Wilsonville program manager shall contact the Metro program manager before funds are awarded to provide further details on the funding recommendation. Approval for such exceedances may be given by the Metro program manager by email.
- vi. Wilsonville must ensure that only projects chosen by a majority of the Committee receive the Funds. Wilsonville must carry forward any Funds not expended during a budget year to the following year. Wilsonville must not use the Funds for general government purposes.
- vii. Notify Metro immediately if Wilsonville expects it will not fully expend annual Funds within three years of the funding cycle in which the Funds were collected.
- viii. Repay to Metro any Funds unexpended after three years or Funds not spent in accordance with this Agreement.

Section 5: Notices

Legal notice provided under this Agreement must be delivered personally or by certified mail to the following individuals:

For Wilsonville:

Office of Wilsonville: Counsel
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070

For Metro:

Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

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Management of this Agreement will be conducted by the following designated Project Managers:

For Wilsonville:

Zoe Monahan
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070

For Metro:

Noelle Dobson
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Parties may change the above-designated Project Manager by written notice to the other party (email is sufficient).

Section 6: Indemnification

Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, Wilsonville shall hold harmless Metro, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, for Wilsonville's actions related to this Agreement.

Section 7: Dispute Resolution

The parties will attempt to negotiate in good faith resolutions to all disputes arising out of this Agreement.

Section 8: Termination

During the term of this Agreement, each party retains the right to terminate the Agreement by written notice delivered to the other party no later than 60 days prior to the anniversary date.

If Metro determines that Wilsonville is in breach of this Agreement, Metro will give 30 days' written notice to Wilsonville describing the nature of the breach and will give City/County an opportunity to cure the breach before taking any further action. Metro may, in its discretion, extend the cure period. If City/County fails to cure the breach, Metro may terminate this Agreement at the end of the cure period without further notice.

Section 9: Insurance

Wilsonville agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. Wilsonville also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

Section 10: Integration and Amendment

This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

Section 11: Severability

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If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless remains in full force and effect and the offending provision will be stricken or revised to the parties' satisfaction.

Section 12: Counterparts; Signatures

This Agreement may be executed in counterparts or multiples, any one of which has the full force of an original. Metro and Wilsonville may conduct this transaction, including any amendments, by electronic means, including the use of electronic signature. The undersigned represent that they are authorized to execute this Agreement on behalf of the entity for whom they are signing.

Wilsonville

Metro

By: _____

By: _____

Print name and title

Print name and title

Date

Date