

# A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1542 | FAX 503 797 1793



**METRO**

## Agenda

MEETING: METRO COUNCIL REGULAR MEETING  
DATE: March 26, 1998  
DAY: Thursday  
TIME: 2:00 PM  
PLACE: Council Chamber

<u>Approx. Time*</u>		<u>Presenter</u>
2:00 PM	<b>CALL TO ORDER AND ROLL CALL</b>	
(5 min.)	1. <b>INTRODUCTIONS</b>	
(5 min.)	2. <b>CITIZEN COMMUNICATIONS</b>	
(5 min.)	3. <b>EXECUTIVE OFFICER COMMUNICATIONS</b>	
(10 min.)	4. <b>MPAC COMMUNICATIONS</b>	
	5. <b>CONSENT AGENDA</b>	
2:25 PM (5 min.)	5.1 Consideration of Minutes for the March 19, 1998 Metro Council Regular Meeting.	
	6. <b>ORDINANCES - FIRST READING</b>	
2:30 PM (5 min.)	6.1 <b>Ordinance No. 98-726</b> , For the Purpose of Changing the name of the Metro Washington Park Zoo to Oregon Zoo.	
2:35 PM (5 min.)	6.2 <b>Ordinance No. 98-736</b> , For the Purpose of Granting a Yard Debris Reload Facility License to Best Buy in Town, Inc. to Operate a Yard Debris Reload Facility.	

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|                      | <b>7.</b>  | <b>ORDINANCES - SECOND READING</b>   |            |
| 2:40 PM<br>(5 min.)  | 7.1        | <b>Ordinance No. 98-731</b> , For the Purpose of Granting a Yard Debris Processing Facility License to Allwood Recyclers, Inc. to Operate a Yard Debris Processing Facility and Declaring an Emergency.  | McFarland  |
|                      | <b>8.</b>  | <b>RESOLUTIONS</b>   |            |
| 2:45 PM<br>(5 min.)  | 8.1        | <b>Resolution No. 98-2604</b> , For the Purpose of Approving the FY 1999 Unified Work Program.   | Washington |
|                      | <b>9.</b>  | <b>CONTRACT REVIEW BOARD</b>   |            |
| 2:50 PM<br>(5 min.)  | 9.1        | <b>Resolution No. 98-2618</b> , For the Purpose of Amending the Contract Between Metro and David Evans and Associates (Contract No. 904969) for Design and Construction Mangement Services for the Peninsula Crossing Trail in North Portland. | McCaig     |
| 2:55 PM<br>(10 min.) | <b>10.</b> | <b>COUNCILOR COMMUNICATION</b>   |            |

**ADJOURN**

**CABLE VIEWERS:** Council Meetings, the second and fourth Thursdays of the month are shown on City Net 30 (Paragon and TCI Cablevision) the first Sunday after the meeting at 8:30 p.m. The entire meeting is also shown again on the second Monday after the meeting at 2:00 p.m. on City Net 30. The meeting is also shown on Channel 11 (Community Access Network) the first Monday after the meeting at 4:00 p.m. The first and third Thursdays of the month are shown on Channel 11 the Friday after the meeting at 2:00 p.m. and the first Sunday and Wednesday after the meeting on Channels 21 & 30 at 7:00 p.m.

**PUBLIC HEARINGS:** Public Hearings are held on all Ordinances second read and on Resolutions upon request of the public. All times listed on the agenda are approximate; items may not be considered in the exact order. For questions about the agenda, call Clerk of the Council, Chris Billington, 797-1542. For assistance per the American Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office).

**Consideration of the March 19, 1998 Metro Council Regular meeting minutes.**

**Metro Council Meeting  
Thursday, March 26, 1998  
Council Chamber**

# MINUTES OF THE METRO COUNCIL MEETING

March 19, 1998

Council Chamber

Councilors Present: Jon Kvistad (Presiding Officer) Ruth McFarland, Susan McLain, Patricia McCaig, Ed Washington, Lisa Naito, Don Morissette

Councilors Absent:

Presiding Officer Kvistad convened the Regular Council Meeting at 2:05 p.m.

## 1. INTRODUCTIONS

None.

## 2. CITIZEN COMMUNICATION

None.

## 3. EXECUTIVE OFFICER COMMUNICATIONS

None.

## 4. MPAC COMMUNICATION

**Councilor McLain** said MPAC had canceled their April 8th meeting and invited Council to meet with them on April 9th at 5:00 p.m. She indicated three councilors had agreed to meet with MPAC, Councilors McFarland, Washington and McLain. She noted Councilor Naito was checking her schedule.

**Councilor Morissette** indicated he would not be attending the April 9th meeting.

**Councilor McCaig** said she wanted to clarify that there had been discussion about the joint meeting and the Presiding Officer had offered the specific date of May 28th. She noted that April 9th was not a regularly schedule meeting with MPAC, this was not the meeting the council agreed that they would attend. She was unable to attend and didn't like the way this had come back to council as if by not attending that the councilors were not participating or were not completing their end of the bargain. She did plan on attending the May meeting, the one that the council had collectively agreed would be scheduled.

**Councilor McLain** said this was correct, it was not the official seven councilors meeting with MPAC. She was trying to accommodate the local partners, MPAC had indicated that they did not feel that they could go forward with their meetings in April and May until they had had a discussion with the Council. They were willing to meet with whomever could come on April 9th.

**5. SOUTH NORTH LIGHT RAIL PRESENTATION**

**Mr. Richard Brandman, Transportation Planning Department, South North Project Director** noted the official DEIS document and the South North draft. He provided an overview the DEIS. The draft DEIS document draws no conclusions. Information was included regarding all the choices that were at hand with respect to the S/N Project. Included also were decisions to be made with respect to how much of full corridor could be proposed for construction at one time. There were alignment options, choices which would be made by Metro Council.

The Transportation Planning Department was currently in a formal public comment period, dictated by the Federal Transit Administration. Metro staff, noted Mr. Brandman, worked evenings and weekends in the preparation of this document. The public comment period runs until the end of April at which time a decision-making process would begin.

Federal funding prospects for this project looked very good. A delegation was in Washington, D.C. just last week. Mr. Brandman noted that this delegation had a good reception from the Congressional Authorizing committees, the Appropriating committees as well as the Federal Transit Administration staff. Metro's federal funding for this project looked very good. The Authorizing committee was familiar with Metro's project.

Mr. Brandman introduced Mr. Clayton Hering, chair of the Downtown Oversight Committee for the S/N Project. This committee was charged with the examination of issues in the downtown area. Also present, as noted by Mr. Brandman, was Rick Williams, chair of the S/N Project Citizen's Advisory Committee.

**Mr. Clayton Hering** said in his role as the Chair of the Downtown Oversight Committee and also as a past president of APP and a current board member of same, he was pleased to say that among downtown interests, business and non-business, there was a broad consensus in support of the completion of the transit plans. It was part of a key to growth management overlay. The S/N Project phase was very important and they were excited about what they had heard coming from Washington, D.C., concerning federal funding. They were hopeful that they would be able to be creative enough to put together the remaining pieces of the financial puzzle. Mr. Hering thought Portland was blessed by doing some things that were very, very good. Being active in the capital investment markets, he could say without any qualifications that Portland was viewed as a city that was doing things right. The capital markets, liked the fact that the region had solid growth management and liked the fact that Metro dealt with a regional approach to transportation issues. Consequently, he felt that boded well for the vitality of the private sector. The role of the downtown oversight committee was to work well with the process and with the various constituents.

The committee had three issues which they must analyze and were in the process of doing so. Ultimately the committee would make a recommendation. Those three issues were:

- A) The entry at the north end of the city; trying to take into consideration as much vision as they could about the future to be able to hook up with high-speed rail, perhaps running north and south on the west coast as well as the ability to further develop the north end of Portland.

- B) The second issue related to half-mall versus full-mall. The consensus seemed to be that they didn't want to lose the war but, on the other hand, the full mall was the way to go.
- C) The third issue related to the exit from the downtown area at the south end and how that was to be handled in relationship to Portland State University and to the ultimate crossing of the river which they, on the Downtown Oversight Committee were not involved in the ultimate decision, but rather did they interfaced with whichever recommendation was ultimately made.

He concluded by saying that the consensus of downtown business interests as well as other interests were solidly behind the S/N Project. They were excited about the fact that the S/N Project could now be assessed with a superior kind of reality in terms of funding options. They were anxious to be moving through the process.

**Rick Williams, Chairman of South North Light Rail Citizen Advisory Committee** was chairman of the S/N Project Light Rail Citizens Advisory Committee. Every time they came to a point like this, it was exciting. When they recently completed the cost-cutting phase of this process, they made some very hard decisions. They were pleased with the process and pleased with the type of information that Metro was able to give them.

Mr. William's role today was to update members of Metro Council on the issues relegated to the Citizen's Advisory Committee as well as their process in considering these issues. The Citizen's Advisory Committee was staffed by 17 individuals representing a constituency. Each one of those constituencies represented a point along the light rail line. The Committee took their role very seriously, realizing that they must make decisions that affect the whole system and occasionally this was very difficult. He had received a copy of the DEIS and had begun to read it and looked forward to the time when he could look at it as a doorstep because the light rail project would have been built. He would keep the DEIS around in a more functional purpose. The Citizen's Advisory Committee was going back to assess the purpose and need of the light rail system. They were considering the impact light rail would have on all of our lives. There were hard decisions to make such as the issue of I-5. They would struggle over the north and south downtown entries as well as the half-mall alignment, Ross Island Crossing, Milwaukie and how the S/N Project would be taken to Clackamas Town Center. The information was there and now it was time to make the decisions. Open houses were currently underway. He noted that Metro was also having public meetings on April 8 and April 13. The Citizen's Advisory Committee work sessions were on April 2 and April 16. They were having one complete meeting starting at 6 p.m. in May and they would notify the Council of this meeting. They were asking the public to come and just talk to them. The CAC would take that information and what they had learned from the open houses and the public hearings into their decision-making process in May. He had often come to the Council before and there has been criticisms about public input and public outreach of this process. He took those criticisms personally and he thought the Council should too. Metro staff needed to be commended for the many of meetings that had taken place throughout the region.

**Councilor Ed Washington** thanked Mr. Hering and Mr. Williams for coming to present to the council. Councilor Washington noted that when the first phase of the light rail was constructed, 6 cities were competing for federal funding. Now there were 30. He felt the S/N Project

alignment was very important to our nation since the Portland region was serving as a model for the nation. People were beginning to understand the need for light rail.

**Mr. Brandman** noted that Mr. Leon Skiles would be assisting him. He then showed slides of the light rail alignment plan. He stated that a full length alignment from Clackamas Town Center to Vancouver was under examination. That alignment had several choices; the south end at Clackamas Town Center; the north end of Clackamas Town Center. The line continued to the west toward Milwaukie. Again, two alignment choices were present, one along Railroad Avenue and the second along Highway 224. In Milwaukie, there was one alignment option which served that vacant Safeway site in downtown Milwaukie which would be a major redevelopment opportunity. The alignment then continued north along McLoughlin Blvd. and saved the trees and brought them then to one of the many choices as to how to cross the Willamette River. Two options were being considered. One was the Carruthers option which served SE Portland neighborhoods as well as OMSI; the other was the Ross Island Crossing which served some of the SE Portland neighborhoods as well as a major redevelopment opportunity in north Macadam where this was approximately 110 acres of redevelopable land. Moving through downtown Portland presented two choices: A full alignment that went all the way along the transit mall from PSU to the train station and then crossed the Steel Bridge. There was also a half-mall alignment which would stop at Pioneer Square and then tie into the existing MAX alignment on Morrison and Yamhill that would go across First Avenue and then across the Steel Bridge on the existing tracks. The choice there was not so much one of preference but one of economics and what could be afforded. Moving further north, there were options adjacent to the Blazer Arena, one on the west side of the freeway right next to the facility; the other would be on the east side of I-5 but, again, within a very short walk of the Rose Garden. Moving north once again, there was a major decision regarding Interstate Avenue versus the top embankment of I-5. The line would then cross into Vancouver and stop at Clark College and the Veterans Hospital in downtown Vancouver.

Page two of the briefing book was shown to Congress last week. The Federal Transportation Administration rates projects from across the nation and these projects were rated based upon information that was provided by the local jurisdiction as well as the FTA regional offices which, in Metro's case, was in Seattle. The projects were rated in the light of many criteria. On the report that was yet to be published for 1998, Metro's report for the S/N Project was rated high for integration with surrounding land uses. Only two projects would receive that rating out of the 30 that were moving forward. Metro was rated high for the reliability and stability of the capital financing plan. Only one project received a rating that high in 1997. Metro was rated medium-high for the stability of the operating / financing plan.

Some major advantages of the S/N Project were briefly noted by Mr. Brandman. First, the light rail produced 33% faster transit travel times than the comparable bus system. Second, it produced 39,000 more daily transit trips than an expanded bus network. Third, it produced over \$50 million per year in the value of travel time savings. Finally, it was an important element of the region's air quality maintenance plan with respect to the amount of admission reductions that the project could afford.

In discussion that Metro Transportation Planning Department had had with the public regarding the S/N Project, they felt that it was important to remind themselves "why is it that we are engaged in doing this project in the first place." What they were trying to do was respond to growth. The region was growing 40% faster than the national average. New information that

became available today indicated that the Portland area was growing double that of the national average. That growth would challenge Metro's ability to accommodate the growth in traffic that would result from that increase in population and employment.

In the past, Metro's Transportation Planning Department had examined a variety of options. A serious process, lasting several years, was undertaken screening an all bus system, river transit, commuter rail and light rail. At the end of that process, Metro Council recommended in 1993 that light rail be studied in this corridor. In 1995 Metro Council reconfirmed that the Transportation Planning Department move forward with this option. The Environmental Impact Statement compared doing a light rail project versus not doing a light rail project but just expanding the bus system.

Among the chief findings regarding the S/N Light Rail Project presented by Mr. Brandman included the following facts:

- Carry 68,000 Light Rail rides per day
- Attract 38,000 new transit rides per day (30% increase)
- Provide over 30% faster travel times than buses
- Carry 3,000 riders at peak-load point = 1.5 freeway lanes with the capacity to grow to 3 lanes in each direction
- Provide twice the new capacity at 1/3 the cost of expanding highway facilities in the corridor
- Reduce gasoline consumption by 11,000 gallons per day
- Reduce air quality emissions by 1,000 tons per year

The project would most likely not be able to be completed at one time. Congress wouldn't give all the money at one time and local resources as well were not available at one time. The full-length project would create nearly 68,000 rides per day. The first MOS (minimum operable segment), going from Milwaukie to Vancouver, would create 56,200 light rail trips per day. MOS 2 would go from Clackamas Town Center to the Rose Quarter and would generate 27,700 rides per day and MOS 5 would go from Clackamas Town Center to Lombard, generating approximately 40,200 rides per day. This project would attempt to accomplish both south and north Portland pieces simultaneously.

Often Metro's Transportation Planning Department was asked about new riders. Were people just being taken out of the bus and put on trains or were people actually getting out of their automobiles. Estimates revealed that with an all-bus system in the year 2015, there would be approximately 126,000 trips on the transit system in the S/N Corridor. With the light-rail alternative, approximately 164,000 trips per day would be completed representing about a 30% increase.

The peak-hour ridership chart revealed peak-hour ridership for the shorter alignments, there were less people on the train so there were less people getting out of their automobiles. This confirmed something that was almost intuitive: The more rail built, the more people would be willing to ride.

The next chart on travel time was rather interesting in that it demonstrated that one of the key benefits of the S/N Project was the reduction in travel time that all kinds of commuters, not only business travelers but shopping trips, medical visits and recreational riding. They would



experience a very significant reduction in transit travel time. The value of travel time savings would be approximately \$100 million per year. Nationally this looked excellent and looked to be near the top of all other proposed projects nationwide that DOT was considering.

Another question frequently asked regarded the fact that "this was nice for the transit advocates" but no one else would ride the train. Nearly 213,700 miles per day, 14,900 hours of travel per day, 4500 hours of delay in travel daily, 16 lane-miles of congestion, 3 - 9% reduction in rush hour automobile travel times in the corridor were saved with train ridership.

Still another question related to what percentage of new trips would be on transit. Looking at the location of the light rail, 49% of new trips on the system would be on transit with the S/N Light Rail. Only 6% of the new trips would be on transit absent the S/N Light Rail.

Another benefit that related to the City of Portland was the reduction of the parking demand downtown as a result of the project because all of the people riding in on transit would not be driving their cars into downtown and therefore looking for parking places. Nearly 4,000 parking spaces would be cleared up should the S/N Project be completed.

A study of developable land with new light rail access revealed that approximately 430 acres of this land would lie within 1/4 mile of a light rail station.

About 1000 tons of emissions would be reduced per year and about 11,000 gallons of gasoline per day would be saved.

The next issue discussed was the cost of light rail. Built today, the full-length option would cost about \$1.3 billion. This would provide for a 21-mile alignment. Inflationary impacted these figures since inflation impacted everything. The inflated cost would be \$2 billion to \$2.5 billion dollars. Even though the project cost many dollars, there was an avoided cost which was the cost of not constructing the added highway capacity in the same corridor: Adding one lane and interchanges to SE McLoughlin Boulevard and Highway 224 would cost about \$3 billion which would add capacity of about 3,000 vehicles per hour whereas the light rail costs about \$1 billion for that south segment in inflated dollars. Added would be the capacity for 6,000 people per hour so it was about double the capacity for one-third the cost.

In conclusion, Mr. Brandman noted the letters of support contained in the briefing book from such groups as the Association for Portland Progress, Fred Meyer, The Portland Trailblazers. Mr. Brandman then discussed the actual decision-making process.

**Councilor McFarland** asked Mr. Brandman what the non-methane hydrocarbons actually were.

**Mr. Brandman** responded that non-methane hydrocarbons were one of the two pollutants that caused smog. Non-methane hydrocarbons and nitrogen oxides together mixed with sunlight created smog.

Mr. Brandman concluded, page 24 discussed the decision making processes. He invited the council to attend the open houses. The South / North Steering Committee would be conducting public hearings in April.

**Councilor Naito** suggested that the Council might want to have at least one public hearing.

**Mr. Brandman** affirmed that Councilor public hearings would be scheduled somewhere within the June time frame.

**Councilor Washington** said it was important to keep the July date. He stated that he would be happy to discuss with the council appropriate dates for public hearings.

**Councilor Morissette** said it was a nice presentation but Mr. Brandman had left out one thing: The fact that the voters voted against the south north light rail funding. There was sprawl now and VMTs would be going up regardless of light rail until the housing issues were discussed and settled.

**Councilor McLain** appreciated the conversation and the changes made to the presentation since it was heard in committee. She commented to Councilor Morissette that the package that was put forward to voters included dollars for light rail as well as other money to the rest of the state of Oregon. This vote amounted to an incredibly complex vote because of the wide spectrum of issues put together at the state level. It was not a clear-cut 'yes' or 'no' on light rail only.

**Councilor Washington** thanked the staff for their work in presenting this information to council.

**Councilor Naito** asked when were the decision points on the alignments actually made. Was it a recommendation by the Steering Committee?

**Mr. Brandman** responded in the affirmative. The first recommendation would be by the project management group which involved sifting through the technical information. This was scheduled for May 21, 1998. On May 27, the Downtown Oversight Committee would make their recommendation on those three issues. On May 28, 1998, the Citizens Advisory Committee would make their recommendation.

**Councilor Naito** said that all of the recommendations were helpful and they may, in fact, be the final recommendations, but the process assumed that the recommendations of the steering committee would be the ones that were finally adopted. That was, in fact, correct but perhaps this should go to JPACT for a vote before going to the public for comment. If the date of July 30, 1998 was the goal for a final resolution, there must be a much earlier involvement of both JPACT and Metro Council to determine the preferred alternatives.

**Mr. Brandman** explained that, as these projects move forward, there would be pretty much of a consensus. If there was not, there were still opportunities. Each of the jurisdictions may have a nuance or could come up with a different recommendation. The reason why this was laid out the way it was because it gave JPACT an opportunity as well as Metro Council an opportunity to reflect on that which each of the individual jurisdictions was recommending to the council rather than the other way around. If JPACT released the recommendation to each of the jurisdictions, it would probably not work as well for the jurisdictions would feel as though the region had already made up its mind but they didn't agree. This would be an interactive process as Metro Council moved forward.

**Councilor McLain** had expressed a similar concern at the committee level. She noted the lines added for impute from the Metro Council. Both the Transportation Planning committee as well

as Metro Council would be actively involved in the very issue of alignments and concerns, recommendations, hot spots all the way from today until July 8, 1998.

**Councilor Naito** said being involved in the discussion was far different from making a decision. If there was a consensus there was no problem but if not, there was a need to build one in. Councilor Naito expressed her concern over the short amount of time for the process.

**Councilor Washington** noted Councilor Naito's concerns and indicated that he would be willing to discuss these issues with Councilor Naito and anyone else to make certain those concerns were addressed.

**Presiding Officer Kvistad** thanked Mr. Skiles and Mr. Brandman for their presentation.

## 6. CONSENT AGENDA

6.1 Consideration meeting minutes of the March 12, 1998 Regular Council Meeting.

**Motion:** Councilor McFarland moved to adopt the meeting minutes of March 12, 1998 Regular Council Meeting.

**Seconded:** Councilor McLain seconded the motion.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

## 7. ORDINANCES - FIRST READING

7.1 **Ordinance No. 98-732**, For the Purpose of Revising Quasi-Judicial Urban Growth Boundary Amendment procedures in Metro Code 3.01.033, 3.01.035, 3.01.055, 3.01.065; and declaring an emergency.

**Presiding Officer Kvistad** assigned Ordinance No. 98-732 to the Growth Management Committee.

7.2 **Ordinance No. 98-737**, Amending the FY 1997-98 budget and appropriations schedule in the Support Services Fund by transferring \$15,000 from the Administrative Services Department to the Office of the Auditor and transferring \$4,600 from Capital Outlay to Materials and Services within the Office of the Auditor to provide funding for conducting an implementation review of the InfoLink project.

**Presiding Officer Kvistad** assigned Ordinance No. 98-737 to Finance Committee.

## 8. RESOLUTIONS

8.1 **Resolution No. 98-2610A**, For the Purpose of Authorizing Release of RFB #98-6-REM for the Construction of a Latex Paint Processing Building at Metro South Station.

**Motion:** Councilor Morissette moved to adopt Resolution No. 98-2610A.

**Seconded:** Councilor McFarland seconded the motion.

**Discussion:** **Councilor Morissette** noted that in the last several years Metro's facility had flooded, this resolution would move the facility to higher ground and provide better access. He encouraged the council to approve this resolution. He noted that in committee there had been comment about Title III and how this resolution would relate to Title III requirements. The cost was raised by \$8,000 due to Title III requirements. Stimson Lumber, a neighboring business, allowed Metro to mitigate on their property to allow for the building to be moved. If the company had not been good partners, the building would have remained where it was and been stuck in the flood prone area. He felt that the current Title III language was a problem and would continue to be a problem. He did not believe the Metro had adequately calculated the number of acres Title III would incorporate. Title III would dramatically increase the cost of doing things in this region. He thought we could find better ways to protect the streams than the current proposals that Metro had and this was just one example of how Title III effected Metro's own property. He assured the Council that this building would never have been located where it was if Title III had been in effect in the past. Title III impacted Metro as well as others. He added that he believed most of downtown Portland would not exist if, in its current form, Title III had been in existence.

**Councilor McLain** supported this legislation. She felt it was a good idea, first, Title III was costing Metro \$8000 to do the right thing. Title III had not been passed yet but Metro was diligently looking at all of their facilities and realized that we had learned something from the past. There was \$60 million of damage for government agencies and public bodies in 1996 due to flooding. This was not acceptable. She felt if it cost \$8000 for Metro to build this paint facility then it was the right thing to do. The cities of Tualatin or Portland could be built today, but they would need better buffers along their stream corridors, perhaps then 213 streams would not have been degraded and 390 streams lost. She thought that it was important for the council to remember that the federal government had indicated that these streams and the endangered fish and wildlife throughout the region put Metro and the region to a higher standard. Title III helped with this higher standard. She believed this resolution was a good one for Metro's own solid waste system and Title III was the right thing to do. She said Metro must make sure it was a good model, a good leader. She felt that the Regional Environmental Management Department had gone out of its way to make sure that they could build a Title III facility with mitigation possible.

**Councilor McFarland** said first, she found herself disagreeing with Councilor McLain. She thought if there had been these kind of restraints in place previously, much of what was now downtown Portland would still be the streams and lakes that had been filled in over the years. Portland was built when the idea was supported that if you had a swamp you filled it in. However, we lived in the present not the past. The place where REM wanted to originally put the building was under water in 1996. Why Metro would agree to allow a building to be build there without any mitigation was beyond her understanding. She was not sure that she was comfortable with the cut and fill modification. She expressed some doubt that this would work. However, she was willing to wait and see. If this facility was flooded again she believed it would cost a lot more than \$8000. She felt that Metro was setting a minimum standard.

**Councilor Morissette** closed by saying to Councilor McLain that sometimes his point got moved in a different direction, this had just happened. First, the paint facility currently was in a much lower area, moving it to a higher area was a better thing to do. The \$8000 represented a small portion of what the true cost could have been had Metro not had a willing partner next door

to allow mitigation. He did not believe that what we were creating in our rules and regulations was going to go far in cleaning up the rivers. What Title III would do was add a lot of burden. It was not a discussion as to whether one salmon would be saved by moving the paint building, it was to whether or not Metro would be able to do a fraction of what was already done in this region as we moved forward. He felt that moving the facility was a very good thing. He thought with Title III, Metro would not have been able to move the facility if the Stinson Lumber Company had not been willing to allow Metro to mitigate. Metro would have been stuck with Title III and required to keep the building in an inferior location. This was a problem for him. Councilor McLain had brought the Title III discussion to the REM Committee. Councilor Morissette felt that this discussion was important, Title III did have a cost and a ramification. He still considered this action very good, making a situation better than currently existed.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

**8.2 Resolution No. 98-2623A, For the Purpose of Encouraging Governor Kitzhaber to consider the Location of A Women's Prison and Intake Center at the proposed alternative site located in an area of Metro's Urban Reserve Area (Rural Industrial Zone).**

**Motion:** Councilor McLain moved to adopt Resolution No. 98-2623A.

**Seconded:** Councilor McFarland seconded the motion.

**Discussion:** Councilor McLain invited the Major of Wilsonville and her staff to come to the dais. At the Government Affairs Committee meeting they were approached by the City of Wilsonville to bring forward a resolution that would show Metro was supportive of making sure the process worked well. This resolution would help Wilsonville and the State of Oregon. This resolution indicated that the Metro Council was recommending careful consideration of a proposed alternative site that was located in a Metro urban reserve area, the rural industrial zone in Wilsonville. She said Metro was not trying to tell the State or their super siting committee what to do, the Council was simply saying that they would like the State to look at this alternate site carefully. In the resolution, Metro was indicating that they were well aware of the situation and understood the sensitivity to it and how closely Metro would need to work with the State on this issue if this was accepted as the site.

**Presiding Officer Kvistad** opened a public hearing on Resolution No. 98-2623A.

**Mayor Charlotte Lehan, City of Wilsonville, 30000 SW Town Center Loop Wilsonville, OR 97070** briefed the council by saying that the City was in an odd position of continuing to oppose the siting at the Dammasch site but actively advocating for the prison at an industrial site in Wilsonville's urban reserve. This reserve would be expected to come into the city at some point in the future. She emphasized that they did not view this as a compromise site but as something that the City was actively advocating for because the more they looked at it the more benefits they had seen for both sites if they were able to site the prison in the rural industrial zone area. She clarified that what they were looking for from Metro was not a siting authority but rather support of the land use issue. Metro had some control of the land use issues. The indication from the Department of Corrections and the Governor's office was that they were seriously looking at the alternative site because it looked like it made more sense from a land use stand point. The State's concern was that on the flip side, the land use process would be so complex to be able to move this site. The City of Wilsonville had told the State that they would be their advocate and

try to expedite the process as much as possible with Metro to move this area which was currently zoned rural industrial in their urban reserve. Part of the problem with the alternate site was that it was currently a tier two urban reserve and the City would be requesting that it be moved to a tier one. Half of the site was currently not in the urban reserves, so the City would need to make a minor amendment to the boundary in order to bring this land into the urban reserve and make it tier one. The Dammasch site was the City of Wilsonville's last opportunity to do any higher density residential. If a prison was sited at the Dammasch site and the City would not be able to do the kind of densities and residential development that they had scheduled at that site the City had no choice but to look to further expansion of the Urban Growth Boundary somewhere else. The City of Wilsonville was up against productive EFU land anywhere else they turned. It did not make sense to do the residential at the industrial site because it was currently zoned rural industrial and wedged up against urban industrial. The City of Wilsonville had a major trucking facility in the industrial area, they ran 10,000 trucks a day on and off of the interchange. It would never be appropriate for residential area, it would always be industrial. They saw the prison as a benefit at the rural industrial site because it would help bring infrastructure to an area that was currently rural industrial, currently with no sewer or storm water management. They would like to get those infrastructures in place, it would be a catalyst to bring those services to the area.

**Stephan Lashbrook, City of Wilsonville Planning Director, PO Box 1282, Wilsonville, OR 97070** said that in terms of value, if the Dammasch area master plan was built out, it would have an assessed valuation exceeding \$400 million which they knew would not be achieved if there was a prison in the middle of the site. At the same time, if the prison was located at the north end of town in an industrial area, the city would expect it to spur industrial development adjacent to it with an estimated assessed valuation approaching \$125 million. There was a benefit in both areas. In terms of the master plans, he pointed out the city's was the first urban reserve area to have a master plan completed. That master plan would be no good to the city with a prison in the middle. The city had started the master plan process for the industrial area to the north with the assumption that it would have a prison at that site, they were planning ahead for those urban reserve areas. Third, the city had community support for this idea. He found it remarkable that he and the mayor were at this meeting advocating for a prison. The Dammasch area master plan included 2300 housing units and probably more than that when it was ultimately built out. There were no plans to accommodate residential growth in the northwest industrial area but he felt that 1600 inmates were equivalent to 800 housing units. He concluded that the City of Wilsonville would need Metro's help to make this happen because they had made commitment to the Department of Corrections and to the Governor's office that they would do everything they could to advocate for this idea and to move the land use processes along that would bring the property into the city and make this proposal possible.

**Presiding Officer Kvistad** closed the public hearing. He then complimented the City of Wilsonville on coming up with an alternative and presenting it as a partner. He was a big supporter of the master planning that had already been done, this area was part of his jurisdiction. The City had done an outstanding job of preparing for the necessary densities and for the town center in their jurisdiction. The approach in working with the Governor's office to present an alternative was tremendous.

**Councilor Naito** said she was willing to support this once the language had been clarified in committee. With the change in language, the Metro Council was simply asking the governor to consider this proposal. There were many factors that the governor had to consider in the siting of the prison. She did not think that the Council could put their own beliefs forward based on the

little evidence they had in place of the governor's considerations. She also supported this resolution because the city had an alternate site that was in Wilsonville. The siting of a prison was a very difficult one.

**Councilor McLain** said this resolution was very consistent with previous action taken by the council. The Metro Council had supported the greenspace master plan and the greenspace bond measure. They had indicated to the governor that they had interest with that program. It was also very consistent with Metro's master planning and the 2040 Growth Concept. She thought this proposal was a win win for both the governor and Wilsonville.

**Vote:** The vote was 7 aye/ 0 nay/ 0 abstain. The motion passed unanimously.

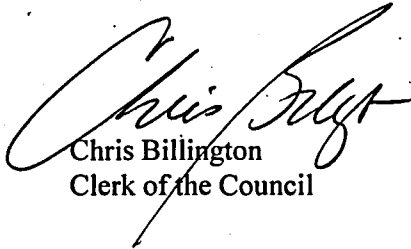
**9. COUNCILOR COMMUNICATION**

None.

**10. ADJOURN**

There being no further business to come before the Metro Council, Presiding Officer Kvistad adjourned the meeting at 3:33 p.m.

Prepared by,



Chris Billington  
Clerk of the Council

Document Number	Document Date	Document Title	TO/FROM	RES/ORD
031998c-01	3/16/98	Benefits of the South/North Light Rail Project	TO: Metro Council FROM: Richard Brandman	
031998c-02	March 1998	South/North Corridor Light Rail Project - Metro Council Briefing Book	TO: Metro Council FROM: Metro Transportation Planning Dept. and Tri-Met	

**TO:** Metro Council

**FROM:** Patricia McCaig

**DATE:** March 26, 1998

**RE:** Proposed Amendment to Resolution No. 98-2618

**Motion:** To amend Resolution No. 98-2618 approving a change order to a contract with David Evans and Associates in the following manner: Reduce the amount of change order #2 by \$4,632.76. The new change order amount will be \$33,500. The new contract total, post change order will be \$256,839.60



*Agenda Item Number 6.1*

**Ordinance No. 98-726, For the Purpose of Changing the Name of the Metro Washington Park Zoo to .  
Oregon Zoo.**

***First Reading***

**Metro Council Meeting  
Thursday, March 26, 1998  
Council Chamber**

BEFORE THE METRO COUNCIL

AN ORDINANCE FOR THE PURPOSE )      ORDINANCE NO. 98-726  
OF CHANGING THE NAME OF )  
METRO WASHINGTON PARK ZOO )      Introduced by Mike Burton  
TO OREGON ZOO )      Executive Officer

WHEREAS, Metro Washington Park Zoo is an important community asset that receives visitors from all over the region and beyond; and

WHEREAS, the Zoo is currently constructing a major capital improvement approved by the voters in September, 1996, which showcases native animals from the Oregon region; and

WHEREAS, the Zoo seeks to expand its attendance base to include the growing number of tourists from outside the local area; and

WHEREAS, the current name, Metro Washington Park Zoo, is long and confusing as to the zoo's location;

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The official name of the zoo, formerly Metro Washington Park Zoo, be changed to Oregon Zoo, effective April 1, 1998.
2. Metro Code Section 2.16.030 - Facility Names (a) is amended to read:

"2.16.030 Facility Names

(a) The following are the names and addresses of the facilities owned by Metro:

- Oregon Convention Center, 777 NE Martin Luther King Blvd., Portland, Oregon
- Metro Central Transfer Station, 6161 NW 61st Avenue, Portland, Oregon
- Metro Regional Center, 600 NE Grand Avenue, Portland, Oregon
- Metro South Transfer Station, 2001 Washington St., Oregon City, Oregon
- ~~Metro Washington Park~~ Oregon Zoo, 4001 SW Canyon Rd., Portland, Oregon

(Ordinance No. 94-576A, Sec. 1.)"

3. Title IV of the Metro Code is amended to read:

"TITLE IV

~~METRO WASHINGTON PARK OREGON ZOO~~

CHAPTERS

TITLE

4.01 ~~Metro Washington Park Oregon Zoo Regulations"~~

4. Chapter 4.01 of the Metro Code is amended to read:

"CHAPTER 4.01

~~METRO WASHINGTON PARK OREGON ZOO REGULATIONS"~~

5. Metro Code Section 4.01.020 - Definitions is amended to read:

"4.01.020 Definitions

For the purposes of this chapter unless the context requires otherwise the following terms shall have the meaning indicated:

(a) "Director" or "Zoo Director" means the director of the ~~Metro Washington Park Zoo~~, and also includes such subordinate employees of the zoo or other Metro employees to the extent the zoo director or executive officer has delegated specific duties in writing.

(b) "Parking lot" means that portion of the zoo outside of the premises including the paved parking lot area adjacent to the zoo leased from the City of Portland, but not the public right-of-way located therein, and also includes the adjacent sidewalks, landscaped areas, and plaza outside of the zoo gates.

(c) "Premises" means the property, buildings, and grounds within the perimeter fence surrounding the zoo, the admission and exit gates, all zoo buildings including but not limited to the administrative, commissary, haybarn, and shop buildings, the employee parking lot, the zoo vehicular storage area, and the Zoo Railroad right-of-way from the zoo to, and including, the Metro Washington Park Station.

(d) "Public" means any person other than a zoo employee.

(e) "Special event" means any event or occasion held on the premises other than during normal operating hours as specifically authorized by the zoo director and executive officer.

(f) "Zoo" means the ~~Metro Washington Park~~ Oregon Zoo and includes the parking lot and the premises.

(g) "Zoo employee" means any paid employees of the ~~Metro Washington Park Zoo~~, any other paid employees of Metro performing tasks or functions at the zoo at the request or direction of either the zoo director, the Metro Council, or the executive officer, volunteers performing functions and duties assigned or authorized by the zoo director, and any contractors or agents of the zoo carrying out their duties or obligations to the zoo.

(h) "Zoo Railroad" means the equipment, rails, and right-of-way extending from within the zoo premises through the City of Portland park adjacent to the zoo to a location near the Rose Test Gardens, also known as the Washington Park and Zoo Railway.

(Ordinance No. 92-412A, Sec. 2)"

6. Metro Code Section 4.01.050 - Admission Fees and Policies is amended to read:

"4.01.050 Admission Fees and Policies

(a) Regular Fees

(1) Definitions

(A) An Education Discount is offered to groups of students in a state accredited elementary, middle, junior, or high school, or pre-school/daycare center. Qualifications for education discount include a minimum of one chaperon, 18 years of age or older, for every five students of high school age or under; registration for a specific date at least two weeks in advance; and the purchase of curriculum materials offered by the zoo, or submission of a copy of the lesson plan that will be used on the day of the visit.

(B) The Group Discount is defined as any group of 25 or more (including school groups that have not met the advance registration and curriculum requirements for the education discount; groups of students not accompanied by a minimum of one chaperon for every five students shall not qualify for the group discount).

(2) Fee Schedule

Adult (12 years and over)	\$5.50
Youth (3 years through 11 years)	\$3.50

Child (2 years and younger)	free
Senior Citizen (65 years and over)	\$4.00
Education Groups (per student)	\$2.50
Chaperons 18 years or older admitted with education groups (maximum of one per five students)	free
Additional chaperons 18 years or older in excess of one per five students will receive the group discount adult rate (20 percent discount)	\$4.40
Groups other than education groups 25 or more per group	20 percent discount from appropriate fee listed above

**(b) Free and Reduced Admission Passes**

- (1) Free and reduced admission passes may be issued by the director in accordance with this chapter.
- (2) A free admission pass will entitle the holder only to enter the zoo without paying an admission fee.
- (3) A reduced admission pass will entitle the holder only to enter the zoo by paying a reduced admission fee.
- (4) The reduction granted in admission, by use of a reduced admission pass (other than free admission passes), shall not exceed 20 percent.
- (5) Free or reduced admission passes may be issued to the following groups or individuals and shall be administered as follows:
  - (A) Metro employees shall be entitled to free admission upon presentation of a current Metro employee identification card.
  - (B) Metro councilors and the Metro executive officer shall be entitled to free admission.

- (C) Free admission passes in the form of volunteer identification cards may, at the director's discretion, be issued to persons who perform volunteer work at the zoo. Cards shall bear the name of the volunteer, shall be signed by the director, shall be non-transferrable, and shall terminate at the end of each calendar year or upon termination of volunteer duty, whichever date occurs first. New identification cards may be issued at the beginning of each new calendar year for active zoo volunteers.
- (D) Reduced admission passes may be issued to members of any organization approved by the council, the main purpose of which is to support the ~~Metro Washington Park Zoo~~. Such passes shall bear the name of the passholder, shall be signed by an authorized representative of the organization, shall be non-transferrable, and shall terminate not more than one year from the date of issuance.
- (E) Other free or reduced admission passes may, with the approval of the director, be issued to other individuals who are working on educational projects or projects valuable to the zoo. Such passes shall bear an expiration date not to exceed three months from the date of issuance, shall bear the name of the passholder, shall be signed by the director and shall be non-transferrable.

(c) Special Admission Days

- (1) Special admission days are days when the rates established by this Code are reduced or eliminated for a designated group or groups. Six special admission days may be allowed, at the discretion of the director, during each calendar year.
- (2) Three additional special admission days may be allowed each year by the director for designated groups. Any additional special admission days designated under this subsection must be approved by the executive officer.

(d) Special Free Hours. Admission to the zoo shall be free for all persons from 3:00 p.m. until closing on the second Tuesday of each month.

(e) Commercial Ventures. Proposed commercial or fund-raising ventures with private profit or nonprofit entities involving admission to the zoo must be authorized in advance by the executive officer. The executive officer may approve variances to the admission fees to facilitate such ventures.

(f) Special Events. The zoo, or portions thereof, may be utilized for special events designed to enhance zoo revenues during hours that the zoo is not normally open to the public. The number, nature of, and admission fees for such events shall be subject to the approval of the executive officer.

(Ordinance No. 92-412A, Sec. 2. Amended by Ordinance No. 93-505; Sec. 1; Ordinance No. 94-568)"

7. Metro Code Section 4.01.110 - Allocations of Zoo Tax Base is amended to read:

"4.01.110 Allocation of Zoo Tax Base

(a) Upon approval of a tax base submitted on May 15, 1990, to the voters of the Metropolitan Service District, the council shall allocate the entire amount of the tax base to the operation and maintenance of the ~~Metro Washington Park Zoo~~. The allocation shall continue until the voters of the district approve a new tax base or the district ceases to operate and maintain the zoo.

(b) Any constitutionally authorized increase in the tax base approved by the voters on May 15, 1990, subsequently levied by the council shall be used exclusively to operate and maintain the ~~Metro Washington Park Zoo~~.

(Ordinance No. 90-329, Section 6)"

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

## STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 98-726  
FOR THE PURPOSE OF CHANGING THE NAME OF THE ZOO  
FROM METRO WASHINGTON PARK ZOO  
TO OREGON ZOO

---

Date: February 13, 1998

Presented by: Kathy Kiaunis

### FACTUAL BACKGROUND AND ANALYSIS

The Zoo seeks a new name in conjunction with the opening of the first phase of the Oregon Exhibit this fall.

The Zoo was named Washington Park Zoo in October, 1976, after a public naming contest. In the late 1980's, the official name of the Zoo became Metro Washington Park Zoo.

The current name is only recognizable to local residents, and is confusing to people outside of the area. A shorter, more descriptive name for the zoo is desired, to better identify the zoo and its location to tourists and potential visitors to the zoo.

The recommended name, Oregon Zoo, is thought to better identify the zoo, is shorter, and reflects the zoo's importance as a regional facility. It is hoped that the new name will also give the zoo a greater appeal for broader fundraising efforts.

The proposed name, along with two others, Zoo Oregon, and Oregon Metro Zoo, were tested with 375 people during January and February. 275 of the surveys were conducted on zoo grounds, and 100 surveys were conducted using a random digit telephone survey.

Both on-grounds and in the telephone survey, respondents preferred Oregon Zoo to the other two names. Oregon Zoo was the favorite name by a 2-to-1 ratio in the phone survey, with 50% of the vote for those indicating a preference. In the on-grounds survey, Oregon Zoo received 45% of the vote, compared to 28% for the second choice.

Implementation of the name change would occur gradually over the next several months, with changes in printed materials, etc., as they needed replacement. A new sign for the new front entrance would be developed with the new name. The "official" unveiling of the new name would occur at the opening of the new entrance. Notification to necessary entities would occur over the next several months, as well.



*Agenda Item Number 6.2*

**Ordinance No. 98-736, For the Purpose of Granting a Yard Debris Reload Facility License to Best Buy in  
Town, Inc. to Operate a Yard Debris Reload Facility..**

*First Reading*

**Metro Council Meeting  
Thursday, March 26, 1998  
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF GRANTING A YARD ) ORDINANCE NO. 98-736  
DEBRIS RELOAD FACILITY LICENSE TO )  
BEST BUY IN TOWN, INC. TO OPERATE )  
A YARD DEBRIS RELOAD FACILITY ) Introduced by Mike Burton,  
 ) Executive Officer

WHEREAS, Section 5.01.230 of the Metro Code requires an owner or operator of a yard debris reload facility to be licensed by Metro; and

WHEREAS, Metro Code Section 5.01.060(a) requires applications for a license to be filed on forms provided by the Executive Officer, and specifies that licenses are subject to approval by the Council; and

WHEREAS, Best Buy In Town, Inc. has submitted a yard debris reload facility license application to operate its existing yard debris reload facility in Hillsboro, Oregon as specified in Metro Code Section 5.01.060(c)(2), and

WHEREAS, the Metro Code Chapter 5.01.230 to 5.01.380 sets forth provisions relating to the licensing of yard debris reload facilities; and

WHEREAS, based on information submitted by Best Buy In Town, Inc., specified in the Staff Report or otherwise submitted, the Executive Officer has found that the facility is in compliance with applicable provisions and standards of the Metro Code related to the licensing of yard debris reload facilities; and

WHEREAS, the purpose of the licensing agreement is to protect the health, safety and welfare of Metro area residents; and

WHEREAS, The Executive Officer recommends that the Council grant the attached license to Best Buy In Town, Inc.; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Council authorizes the Executive Officer to enter into the attached licensing agreement for a yard debris reload facility.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_ 1998.

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

BM:

\\metro1\rem\share\dept\regs\ydf\bestbuy\ordinanc\98736.ord

**EXHIBIT A**

**YARD DEBRIS RELOAD FACILITY LICENSE**

issued by

**METRO**

600 N.E. Grand Avenue  
Portland, Oregon 97232-2736  
(503) 797-1700

LICENSE NUMBER: YD-09-98

DATE ISSUED: (see Section 2)

AMENDMENT DATE: N/A

EXPIRATION DATE: \_\_\_\_\_

ISSUED TO: BEST BUY IN TOWN, INC.

NAME OF FACILITY: BEST BUY IN TOWN, INC.

ADDRESS: 21600 AMBERWOOD DRIVE

CITY, STATE, ZIP: HILLSBORO, OR 97124

LEGAL DESCRIPTION: (see attached application)

NAME OF OPERATOR: BEST BUY IN TOWN, INC.

PERSON IN CHARGE: TIMOTHY PERRI, PRESIDENT

ADDRESS: 4975 SW 65TH

CITY, STATE, ZIP: PORTLAND, OR 97221

TELEPHONE NUMBER: (503) 645-6665

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## LICENSE AGREEMENT

This License is issued by Metro, a municipal corporation organized under the Constitution of the State of Oregon and the 1992 Metro Charter ("Metro"), to Best Buy In Town, Inc. ("Licensee").

In recognition of the promises made by Licensee as specified herein, Metro issues this License, subject to the following terms and conditions:

### 1. DEFINITIONS

The definitions in Metro Code Section 5.01.010 shall apply to this License, as well as the following definitions. Defined terms are capitalized when used.

**"Composting"** means the controlled biological decomposition of organic materials through microbial activity which occurs in the presence of free oxygen. Composting does not include the stockpiling of organic material.

**"Facility"** means the site where one or more activities that the Licensee is authorized to conduct occur.

**"Hazardous Waste"** has the meaning specified in ORS 466.005.

**"Prohibited Wastes"** has the meaning set forth in Section 5.2 of this License.

### 2. TERM OF LICENSE

This License is issued for a term of five years from the date signed by Metro and the Licensee, following approval by the Metro Council.

### 3. LOCATION OF FACILITY

The licensed Facility is located at 21600 NW Amberwood Drive, Hillsboro, Oregon.

### 4. OPERATOR AND OWNER OF FACILITY AND PROPERTY

4.1 The owner of the facility is Timothy Perri.

4.2 The owners of the property underlying the Facility are Anne Perri and Timothy Perri. Licensee warrants that owner has consented to Licensee's use of the property as described in this License.

4.3 The operator of the Facility is Best Buy In Town, Inc. Licensee may contract with another person or entity to operate the Facility only upon ninety (90) days prior written notice to Metro and the written approval of the Executive Officer.

## **5. AUTHORIZED AND PROHIBITED ACTIVITIES AND WASTES**

5.1 Subject to the following conditions, Licensee is authorized to operate and maintain a yard debris reload facility.

5.1.1 Licensee shall accept only yard debris, landscape waste, clean wood wastes (e.g., untreated lumber, wood pallets). No other wastes shall be accepted at the Facility unless specifically authorized in writing by Metro.

### **5.2 Prohibited Wastes**

5.2.1 Licensee is prohibited from receiving, processing or disposing of any solid waste not authorized in this License.

5.2.2 Licensee shall not accept Hazardous Waste. Any Hazardous Waste inadvertently received shall be handled, stored, and removed pursuant to state and federal regulations.

## **6. MONITORING AND REPORTING REQUIREMENTS**

6.1 Licensee shall monitor facility operation and maintain accurate records of the following:

6.1.1 Amount of feedstock received at the facility.

6.1.2 Records of any special occurrences encountered during operation and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.

6.1.3 Records of any public nuisance complaints (e.g., noise, dust, vibrations, litter) received by the operator, including:

(a) The nature of the complaint;

(b) The date the complaint was received;

(c) The name, address, and telephone number of the person or persons making the complaint; and

(d) Any actions taken by the operator in response to the complaint.

6.1.4 For every odor complaint received, the licensee shall record the date, time, and nature of any action taken in response to an odor complaint, and record such information within one business day after receiving the complaint. Records of such information shall be made available to Metro and local governments upon request.

6.2 Records required under this section shall be reported to Metro no later than thirty (30) days following the end of each quarter. The report shall be signed and certified as accurate by an authorized representative of Licensee.

- 6.3 The licensee shall submit to Metro pertinent duplicate copies of regulatory information submitted to the DEQ and local jurisdictions pertaining to the facility, within 30 days at the same time of submittal to DEQ and/or a local jurisdiction.

## 7. DESIGN AND OPERATIONAL REQUIREMENTS

- 7.1 Activities shall be conducted in accordance with the Metro approved facility design plan, operations plan and odor minimization plan submitted as part of the License Application. In addition:

7.1.1 To control odor and dust the Licensee shall:

- (a) Install dust control and odor systems whenever excessive dust and odor occur, or at the direction of Metro. Alternative dust and odor control measures may be established by the Licensee with Metro approval.
- (b) Take specific measures to control odors in order to avoid or prevent any violation of this License, which measures include (but are not limited to) adherence to the contents of the odor minimization plan.

7.1.2 With respect to vector control, the Licensee shall manage the Facility in a manner that is not conducive to infestation of rodents or insects. If rodent or insect activity becomes apparent, Licensee shall initiate and implement additional vector control measures.

- 7.2 The Licensee shall provide an operating staff which is qualified to perform the functions required by this License and to otherwise ensure compliance with the conditions of this License.

- 7.3 All facility activities shall be conducted consistent with applicable provisions in Metro Code Chapter 5.01: Additional Provisions Relating to the Licensing of Yard Debris Processing Facilities (Sections 5.01.230 - 5.01.380). Licensee may modify such procedures. All proposed modifications to facility plans and procedures shall be submitted to the Metro Regional Environmental Management Department for review and approval. The Executive Officer shall have 10 business days from receipt of proposed modifications to object to such modifications. If the Executive Officer does not object, such modifications shall be considered approved following the 10-day period. Licensee may implement proposed modifications to Facility plans and procedures on a conditional basis pending Metro review and notice from Metro that such changes are not acceptable.

- 7.4 Licensee shall remove yard debris from the Facility as frequently as possible so as to not create nuisance conditions.

## 8. FACILITY CLOSURE

- 8.1 In the event of closure of the facility, all yard debris, composting material, end-product, and other solid wastes must be removed from the facility within 180 days following the commencement of closure.



- 8.2 Licensee shall close the facility in a manner which eliminates the release of landscape waste, landscape waste leachate, and composting constituents to the groundwater or surface waters or to the atmosphere to the extent necessary to prevent threats to human health or the environment.
- 8.3 Within 30 days of completion of closure, Licensee shall file a report with Metro verifying that closure was completed in accordance with this section.

## 9. ANNUAL LICENSE FEE

Licensee shall pay an annual license fee of \$300, as established under Metro Code Section 5.01.320. The fee shall be delivered to Metro within thirty (30) days of the effective date of this License and on the same date for each year thereafter. Metro reserves the right to change its license fees at any time, by action of the Metro Council, to reflect license system oversight and enforcement costs.

## 10. INSURANCE

- 10.1 Licensee shall purchase and maintain the following types of insurance, covering Licensee, its employees, and agents:
- (a) Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
  - (b) Automobile bodily injury and property damage liability insurance.
- 10.2 Insurance coverage shall be a minimum of \$500,000 per occurrence, \$100,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
- 10.3 Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change or cancellation.
- 10.4 Licensee, its contractors, if any, and all employers working under this License are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Licensee shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

## **11. INDEMNIFICATION**

Licensee shall indemnify and hold Metro, its agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with licensee's performance under the license, including patent infringement and any claims or disputes involving subcontractors. Licensee shall not assume liability for any negligent or intentionally wrongful act of Metro, its officers, agents or employees.

## **12. COMPLIANCE WITH LAW**

Licensee shall fully comply with all federal, state, regional and local laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this License, including all applicable Metro Code provisions whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the Facility by federal, state or local governments or agencies having jurisdiction over the Facility are part of this License by reference as if specifically set forth herein. Such conditions and permits include those attached as exhibits to this License, as well as any existing at the time of issuance of this License and not attached, and permits or conditions issued or modified during the term of this License.

## **13. METRO ACCESS TO FACILITY**

Authorized representatives of Metro shall be permitted access to the premises of the Facility at all reasonable times for the purpose of making inspections and carrying out other necessary functions related to this License. Access to inspect is authorized during all business hours.

## **14. DISPOSAL RATES AND FEES**

- 14.1 The rates charged at licensed facilities are exempt from Metro rate setting.
- 14.2 Licensee is exempted from collecting and remitting Metro fees on waste received at the Facility. Licensee is fully responsible for paying all costs associated with disposal of residual material generated at the facility, including all Metro fees and taxes. A licensee shall obtain a non-system license prior to disposal of residuals at any facility not designated by Metro.
- 14.3 Licensee shall adhere to the following conditions with regard to disposal rates charged at the facility:
  - (a) A licensee may modify rates to be charged on a continuing basis as market demands may dictate. Rate schedules should be provided to Metro on a regular basis, and shall be provided to Metro on request.
  - (b) Public rates charged at the facility shall be posted on a sign near where fees are collected. Rates and disposal classifications established by a licensee shall be reasonable and nondiscriminatory.

## **15. GENERAL CONDITIONS**

- 15.1 Licensee shall be responsible for ensuring that its contractors and agents operate in compliance with the terms and conditions of the license.
- 15.2 This License shall not vest any right or privilege in the licensee to receive specific quantities of yard debris during the term of the license.
- 15.3 The power and right to regulate, in the public interest, the exercise of the privileges granted by a license shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such legal requirements against licensee.
- 15.4 This License may not be transferred or assigned without the prior written approval of Metro, which will not be unreasonably withheld.
- 15.5 To be effective, a waiver of any term or condition of a license must be in writing, signed by the executive officer. Waiver of a term or condition of a license shall not waive nor prejudice Metro's right otherwise to require performance of the same term or condition or any other term or condition.
- 15.6 This License shall be construed, applied, and enforced in accordance with the laws of the State of Oregon and all pertinent provisions in the Metro Code.
- 15.7 If any provision of a license is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in the license shall not be affected.

## **16. REVOCATION**

Suspension, modification or revocation of this License shall be as specified herein and in the Metro Code.

## **17. MODIFICATION**

- 17.1 At any time during the life of this License, either the Executive Officer or the Licensee may propose amendments or modifications to this License. Except as specified in the Metro Code, no amendment or modification shall be effective unless it is in writing, approved by the Metro Council, and executed by the Licensee and the Executive Officer.
- 17.2 The Executive Officer shall review the License annually, consistent with Section 6 of this License, in order to determine whether the License should be changed and whether a recommendation to that effect needs to be made to the Metro Council. While not exclusive, the following criteria and factors may be used by the Executive Officer in making a determination whether to conduct more than one review in a given year:
  - a) Licensee's compliance history;
  - b) Changes in waste volume, waste composition, or operations at the Facility;

- c) Changes in local, state, or federal laws or regulations that should be specifically incorporated into this License;
- d) A significant release into the environment from the Facility;
- e) A significant change or changes to the approved site development plan and/or conceptual design; or
- f) Any change in ownership that Metro finds material or significant.
- g) Community requests for mitigation of impacts to adjacent property resulting from Facility operations.

**18. NOTICES**

18.1 All notices required to be given to the Licensee under this License shall be delivered to:

Timothy Perri, President  
 Best Buy In Town, Inc.  
 4975 SW 65th  
 Portland, OR 97221

18.2 All notices required to be given to Metro under this License shall be delivered to:

Bill Metzler, Licensing Program Administrator (Yard Debris Facilities)  
 Metro Regional Environmental Management Department  
 600 NE Grand Avenue  
 Portland, OR 97232-2736

18.3 Notices shall be in writing, effective when delivered, or if mailed, effective on the second day after mailed, postage prepaid, to the address for the party stated in this License, or to such other address as a party may specify by notice to the other.

**BEST BUY IN TOWN, INC.**

**METRO**

\_\_\_\_\_  
 Facility Owner or  
 Owner's Representative

\_\_\_\_\_  
 Mike Burton, Executive Officer  
 Metro

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

BM:

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## **EXECUTIVE SUMMARY**

### **ORDINANCE 98-736 GRANTING A YARD DEBRIS RELOAD FACILITY LICENSE TO BEST BUY IN TOWN, INC.**

#### **PROPOSED ACTION**

- Grants a yard debris reload facility license to Best Buy In Town, Inc. to operate its existing yard debris reload facility located in Hillsboro, Oregon.

#### **WHY NECESSARY**

- Metro Code Section 5.01.230 requires an owner or operator of a yard debris reload facility to be licensed by Metro.
- The terms of the license will be to protect public health, safety, and welfare. The facility will continue to assist the region in accomplishing the goals and objectives of the Regional Solid Waste Management Plan.

#### **DESCRIPTION**

- The facility accepts loads of yard debris from commercial and residential sources. The facility is open to the public.
- Yard debris is accepted at the facility for load consolidation and transport to a composting operation (Beaver Bark) located in Scappoose, Oregon. Yard debris is not composted on-site.
- The facility accepts approximately 45,000 cubic yards of yard debris per year for reload and transport for off-site processing.
- Best Buy In Town, Inc. meets all applicable Metro Code requirements for yard debris reload facilities and is eligible for a yard debris reload facility license.

#### **ISSUES/CONCERNS**

- Staff is not aware of any outstanding issues or concerns with this facility.

#### **BUDGET/FINANCIAL IMPACTS**

- There will be a slight increase in revenues from the annual license fee of \$300 per year paid by the licensee. Current staffing levels are expected to be adequate to handle any technical assistance or enforcement requirements that might arise from licensing this facility.

## STAFF REPORT

### IN CONSIDERATION OF ORDINANCE NO. 98-736 FOR THE PURPOSE OF GRANTING A YARD DEBRIS RELOAD FACILITY LICENSE TO BEST BUY IN TOWN, INC. TO OPERATE A YARD DEBRIS RELOAD FACILITY

Date: March 4, 1998

Presented by: Bruce Warner  
Bill Metzler

#### INTRODUCTION

The purpose of this report is to provide the information necessary for the Metro Council to act on the recommendation that Best Buy In Town, Inc. be awarded a license to operate a yard debris reload facility located in Hillsboro, Oregon. The license agreement is attached to Ordinance No. 98-736 as Exhibit A.

This report is divided into four main parts as follows: (a) a description of the facility and other relevant applicant information; (b) list of submittals; (c) staff analysis of the application and whether the facility meets the standards as specified in Metro Code in order to be awarded a license; and (d) staff's recommendations and any specific conditions to be contained in the license agreement.

The purpose of the licensing program is to ensure that yard debris reload facilities are designed and operated in a manner that minimizes nuisance impacts on surrounding communities and businesses.

#### Key Findings and Recommendations Include:

- Yard debris reload facilities are licensed by the Metro Council if they submit the required plans and show compliance with applicable provisions in Metro Code Chapter 5.01 Additional Provisions Relating to the Licensing of Yard Debris Processing Facilities and Yard Debris Reload Facilities (Sections 5.01.230 - 5.01.380).
- Staff has reviewed all required submittals and has determined that Best Buy In Town, Inc. meets the requirements of the Metro Code related to licensing yard debris reload facilities.
- The terms of the license will protect public health and safety, and maintain consistency with the Regional Solid Waste Management Plan. The Metro licensing program includes problem resolution through intergovernmental cooperation, technical assistance and enforcement measures.

#### I. FACILITY AND APPLICANT INFORMATION

##### Location:

- Facility address: 21600 NW Amberwood Drive, Hillsboro, Oregon 97124
- Zoning and Permitting:
  - The site is zoned Industrial.
  - A conditional use permit is not required by the City of Hillsboro.

General Facility Description:

- The site is used for a privately owned business that will serve the general public. Yard debris is accepted at the facility (yard debris depot/drop-off center) for load consolidation and transport to a composting operation (Beaver Bark) located in Scappoose Oregon. Yard debris is not composted on-site.
- The facility accepts approximately 45,000 cubic yards of yard debris per year for reload and transport for off-site processing.

Completeness and Sufficiency of Application

Applicants for yard debris reload facility licenses are required to complete the application form and provide additional information as requested. The license application form and other material required to process the license were submitted and has been determined to be complete and adequate.

**II. LIST OF SUBMITTALS / STAFF REPORT ATTACHMENTS**

**Attachment 1 - Site Context / Location Map/Air Photo**

**Attachment 2 - Application for a Yard Debris Reload Facility License, prepared by Timothy Perri, President.**

**III. ANALYSIS OF LICENSE APPLICATION**

A license will be granted if the Metro Council finds that the applicant complies with Metro Code Chapter 5.01 - *Solid Waste Facility Regulation* and the specific standards set forth in Additional Provisions Relating to the Licensing of Yard Debris Processing Facilities and Yard Debris Reload Facilities (Sections 5.01.230 - 5.01.380).

Staff have reviewed the license application and other supporting documentation, and have found that the facility meets all applicable Metro Code requirements and is eligible for a yard debris reload facility license.

In addition, staff offers the following summary regarding the application, which are contained in three main parts:

**1. FACILITY DESIGN** (corresponds to Metro Code Section 5.01.260 - General Yard Debris Facility Design Requirements & Design Plan).

The facility design requirements are intended to ensure that the facility is designed and constructed in a safe and suitable manner that can support the of operations and the quantity of material that the applicant is proposing to accept.

Staff has found that this facility is designed and constructed in a manner suitable for maintenance and reloading operations. The facility meets the requirements for effective barriers to unauthorized entry, all-weather access roads, and has sufficient storage capacity to handle incoming volumes of yard debris.

Comments:

- The applicant's completed license application and submittals constitute the Design Plan, and meet all applicable Metro Code requirements for Section 5.01.260 - General Yard Debris Facility Design Requirements & Design Plans.

**2. OPERATIONAL PLAN** (corresponds to Metro Code Section 5.01.270 - General Operating Requirements for Yard Debris Facilities and Section 5.01.280 - Yard Debris Processing Operations Plan).

The purpose of the operational plan requirements is to ensure that the facility is operated in a manner that minimizes nuisance impacts on surrounding communities and businesses, while protecting public health and safety.

Staff have found that this facility is operated in a manner that meets Metro Code operational requirements and that the operating plan submitted as part of the license application, sufficiently addresses management and monitoring procedures for yard debris reload facilities.

Comments:

- The applicant's completed license application and submittals constitutes the Operations Plan, and meets all applicable Metro Code requirements for Section 5.01.270 - General Operating Requirements for Yard Debris Facilities and Section 5.01.280 - General Yard Debris Facility Design Requirements & Design Plans.

**3. ODOR MINIMIZATION PLAN** (corresponds to Metro Code Section 5.01.290 - Yard Debris Facility Odor Minimization Plan).

The Metro Code Odor Minimization Plan requirement is designed to ensure that the facility is operated in a manner that minimizes and mitigates odor impacts on surrounding communities and businesses.



Staff has found that this facility is operated in a manner that meets the applicable Metro Code requirements and has submitted an odor minimization plan as part of the license application. The odor minimization plan sufficiently addresses all odor management and monitoring procedures.

Comments:

- The applicant's completed license application and submittals constitutes the Odor Minimization Plan, and meets all applicable Metro Code requirements for Section 5.01.290 - Yard Debris Facility Odor Minimization Plans.

**IV. CONCLUSIONS**

Staff has reviewed all required submittals and have determined that Best Buy In Town, Inc. meets the requirements of the Metro Code related to licensing yard debris reload facilities.

The license agreement ensures that the facility will operate in accordance with the purpose of Metro's licensing program to protect public health and safety and maintain consistency with the Regional Solid Waste Management Plan. The Metro licensing program includes problem resolution through intergovernmental cooperation, technical assistance, and enforcement measures.

**V. BUDGET IMPACTS**

There will be a slight increase in revenues from the annual license fee paid by the licensee of \$300 per year. Current staffing levels are expected to be adequate to handle any technical assistance or enforcement requirements that might arise from licensing this facility.

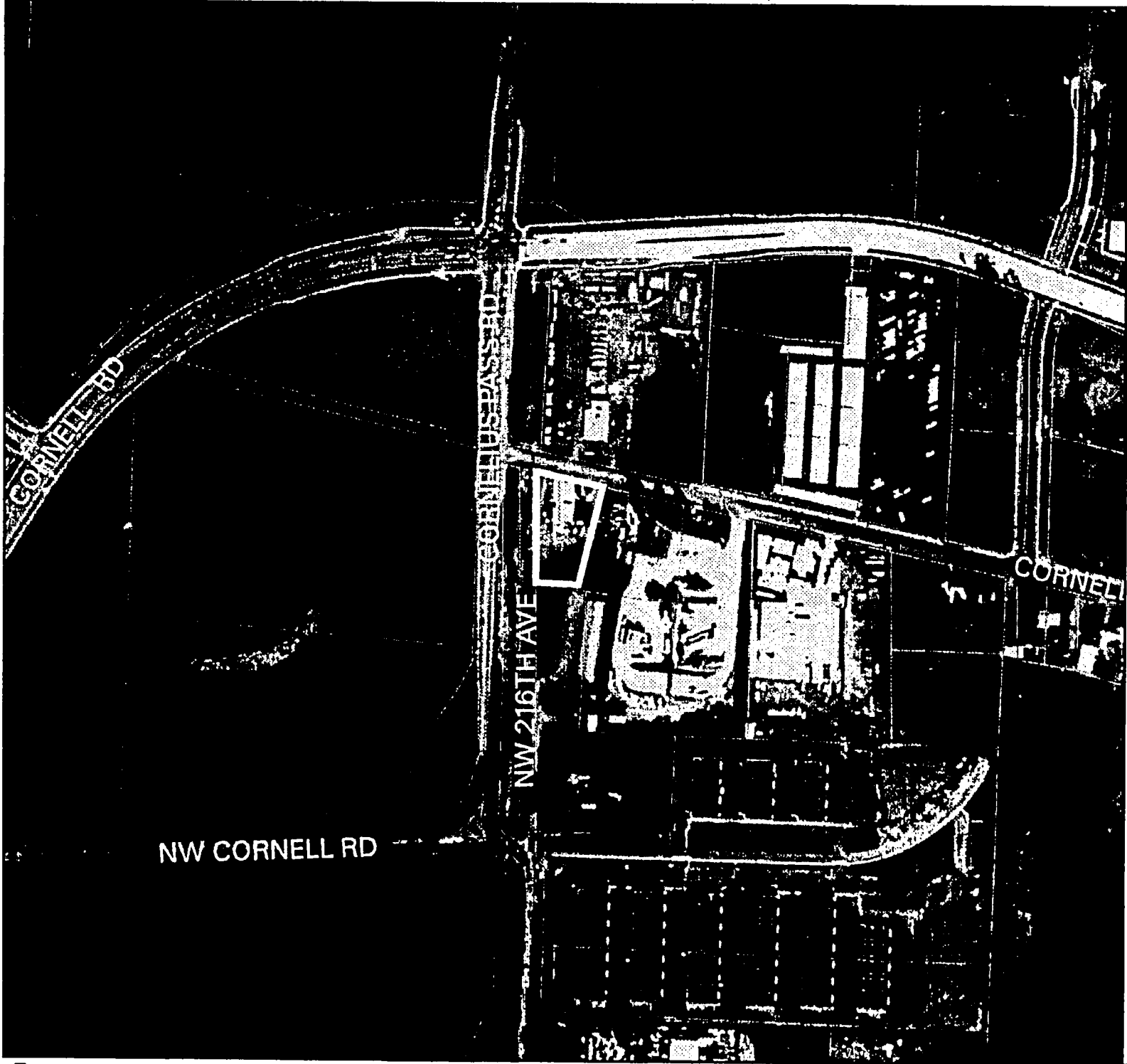
**VI. STAFF RECOMMENDATION**

Based upon the preceding analysis, it is the opinion of staff that Best Buy In Town, Inc. should be granted a yard debris reload facility license in accordance with the provisions of the license agreement attached to Ordinance No. 98-736 as Exhibit A.

**VII. EXECUTIVE OFFICER'S RECOMMENDATION**







The Executive Officer recommends adoption of Ordinance No. 98-736.

BM:  
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# Best Buy

1997 Aerial Photos

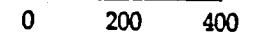
-  Metro Boundary
-  Urban Growth Boundary
-  Parks and Open Space
-  Taxlots
-  County Line
-  Subject Property (white boundaries)

NW CORNELL RD

NW 216TH AVE

CORNELL

Scale: 1" = 400'



**METRO**  
 500 NE Grand Ave.  
 Portland, OR 97232-2736  
 Voice 503 797-1742  
 FAX 503 797-1909  
 Email [drc@metro.or.us](mailto:drc@metro.or.us)

MAIL THIS APPLICATION TO:

DATE RECEIVED BY METRO:

Metro  
Attn.: Bill Metzler  
Regional Environmental Management  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

**RECEIVED**

DEC 30 1997

**LICENSE APPLICATION FORM**

METRO REGIONAL  
ENVIRONMENTAL MANAGEMENT

**YARD DEBRIS RELOAD FACILITY**

Note: This form is only for yard debris reload facilities. This form can not be used for composting or other processing operations. A separate form for processing facilities is available from Metro.

Date of Application: 12-29-97

**PART 1**

1. NAME OF FACILITY: Best Buy IN TOWN INC  
Facility Address: 21600 NW Amberwood DR.  
Hillsboro Or 97124

2. PROSPECTIVE LICENSEE

Public Agency: \_\_\_\_\_ Private: X

Name of Licensee: Best Buy IN TOWN INC

Mailing Address: 4975 SW 65  
Portland OR 97221

Phone Number: H- 2441705 cell 8605150 - office 6456665

3. OWNER(S) OF PROPERTY

Name:

ANNE & Timothy Perri

Mailing Address:

4975 SW 65  
Portland OR 97221

Phone Number:

244-1705 - 8605150

4. SUBCONTRACTOR(S)

Name, address and function of any prospective licensee's facility operation subcontractors:

BEAVER BARK, Scappoose, Columbia County

5. SITE LEGAL DESCRIPTION

(Include tax lot(s) descriptions, Section, Township and Range):

IN 226DC-00600 } COMBINED  
and IN 226DC-00700

SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_

6. ZONING

Present Land Use Zone: INDUSTRIAL

Restrictions: N/A

7. Is a conditional use permit necessary for the facility?

Yes \_\_\_\_\_ No X

If required, has the permit been obtained?

Yes \_\_\_\_\_ No \_\_\_\_\_

8. PUBLIC HEARING(S)

Date(s) and nature of Public Hearing(s) held or to be held, if any:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. PERMITS ISSUED OR APPLIED FOR

List name and number of all permits (i.e., DEQ Solid Waste Disposal Permit, Conditional Use Permit, National Pollution Discharge Elimination System Permit, Etc.), plus name, address, and contact person at the agency responsible for issuing the permit(s).

Permit(s) Applied for:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permit(s) Received:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. ESTIMATED QUANTITY OF YARD DEBRIS TO BE ACCEPTED

(varies 50-200 yd)

Annually: 45000 to 48000 cubic yards

Daily: 160 Average cubic yards

Annually: N/A tons (optional)

Daily: N/A tons (optional)

11. PUBLIC/COMMERCIAL OPERATIONS

Will the facility be open to the public?

Yes X No       

Will the facility be open to commercial solid waste collectors?

Yes X No       

12. OPERATING HOURS AND TRAFFIC VOLUME

OPERATING HOURS		PUBLIC	COMMERCIAL
Hours Per Day	MARCH 1 <sup>st</sup> to Dec 1 <sup>st</sup> M → Sat SUN	730-500 10: - 2:00	730-500
Days Per Week	DEC - March closed Sundays	6-7	6
Estimated Vehicles Per Day		40 ←	combined

13. Does the owner/operator of this facility own, operate, maintain, have a proprietary interest in, or is the owner financially associated with or subcontracting the operation of the facility to any individual, partnership or corporation involved in the business of collecting residential, commercial, industrial or demolition refuse within the boundary of Metro?

Yes        No X

14. Will the facility be open to solid waste collection companies who collect outside the boundary of Metro?

Yes X No       

15. Yard debris delivered to this facility is reloaded for transport to the following facility or facilities:

Beaver BARK / Scappoose / Columbia County

**PART 2**

**GENERAL FACILITY DESIGN PLAN**

1. Describe any barriers that the facility has (or will have) to prevent unauthorized entry and dumping (fencing, gates, locks).

Best Buy Delivery trucks are parked across the entrances  
after business hours to prevent unauthorized entry  
& dumping.

2. Are there all weather access roads to the site?

Yes X No \_\_\_\_\_

3. Does (or will) the facility have scales?

Yes X No \_\_\_\_\_

4. Does the facility have signs (at entrance, directing traffic flow, public information) ?

Yes X No \_\_\_\_\_

Please describe the location(s) and type of sign(s):

The signs at the entrances to our business  
& lot direct customers to our office "  
"STOP at OFFICE FIRST."

5. What is the estimated capacity (cubic yards) of the facility storage area(s) for incoming yard debris waiting to be reloaded and transported off site?

1500 yds maximum

6. Please describe how you handle, store and remove hazardous or other non-permitted or non-compostable wastes delivered to the facility.

We oversee the unloading of the vehicles.  
Each load is pushed up or loaded out by our  
lot attendant. Prior to being pushed up the garbage  
plastic, metal etc is removed & thrown into our trash dumpster.

**PART 3**

**GENERAL OPERATING PLAN**

1. Describe your methods of measuring and keeping records of incoming yard debris.

We calculate the cubic feet of the vehicle & convert it  
to cubic yards: ie. - 27 cubic Ft. = 1 cu. yd.  
A standard size 8' Long pickup box bed, water level full  
is charged at 2.5 to 2.75 yards of yard debris

2. How often are the facility grounds cleaned of litter?

Several times per day

3. Describe how you encourage delivery of yard debris in covered loads.

We ask our customers to bring us covered  
loads. We also encourage it with signs.

4. Describe how you control the types of materials you receive, and methods for removing, recovering and disposing of non-compostables.

Ⓐ We only accept yard debris (green waste) - We view the incoming  
loads in order to accurately scale the loads. Ⓑ As the debris is  
unloaded or dumped we push it up into a pile. Any visible garbage  
is removed by hand & thrown in our garbage dumpster PRIOR to  
the reloading process.

5. Where do you dispose of non-compostable wastes?

In our garbage dumpster.



6. What is the maximum length of time required to reload (for off-site transport) each day's receipt of:

a. Yard debris? 24 hours

b. Grass clippings? 24 hours (priority is given to grass)

7. Describe how you control the following:

a. Noise (from machinery and equipment):

All Equipment is muffled. The area is bermed on 2 sides  
with a 9'-10' tall concrete wall with a barkdust pile  
10'-15' in front of it on the (East side) All sides are  
obscured and the front is obscured by the warehouse building  
and concrete walls & BINS.

(south & west)

b. Vectors (insects, birds, rodents):

The regular & constant pushing & reloading  
minimize any vector concern.

c. Dust:

Dust is controlled with sprinklers as  
needed during the dry season.

d. Litter:

Litter is regularly & constantly picked up &  
removed throughout EACH and EVERY day.

8. Describe the fire prevention, protection and control measures used at the facility.

A WATER outlet - for hose hookup is  
within 70 f.t. of the yard debris dropoff  
area & another outlet is within  
150 Ft. (IRRI) sprinkler can reach the area also.

9. Does (or will) the facility have legible sign(s) at public entrances including:

Name of facility?	Yes <u>X</u>	No <u>    </u>
Name of the operator?	Yes <u>X</u>	No <u>    </u>
Hours of operation?	Yes <u>X</u>	No <u>    </u>
List of materials that will and will not be accepted?	Yes <u>X</u>	No <u>    </u>
Schedule of charges?	Yes <u>X</u>	No <u>    </u>
Phone number in case of emergency?	Yes <u>X</u>	No <u>    </u>

**PART 4**

**ODOR MINIMIZATION PLAN**

1. Generally describe how you handle loads of bad smelling yard debris and grass clippings?

When a load of bad smelling yrd. or grass is brought  
in. ① We reload it immediately if we are reloading  
semi-trucks at that time. or ② if not then we cover  
the stinky load with fresh yard debris quickly, temporarily  
until the next semi-truck arrives for reloading at  
which time the bad smelling material is quickly  
reloaded & hauled away. Example: About 9 months ago we  
to accept golf course grass from Garbarino Prop Boxes because of the offensive  
odor of ANAEROBIC grass & because Garbarino could not guarantee us fresh grass only.

2. Describe your procedures for receiving, recording and remedying odor complaints or odor problems at the facility.

1<sup>st</sup> We attempt to listen and record the complaint,  
with name, phone #, address, description of concerns  
wind, time, date. We try to direct any concerns 1<sup>st</sup> to  
direction

Tim Perri, President <sup>if not immediately available</sup> then to Gregg Parcell, General mgr. or Phil Walker, Manager. We take appropriate action as soon as we are aware of a concern.

3. Describe your methods for minimizing and controlling odors at the facility.

our best efforts are expended toward reloading yardwaste outgoing from our facility as rapidly as possible, which is key to avoiding all nuisance concerns, i.e. Anaerobic, decomposition odors and vectors.

4. Describe your procedures for avoiding delay in reload and off-site transport of yard debris during all weather conditions.

Our contractor who hauls off our yard debris has a fleet of six Live Floor/Chip trucks & trailers. In the event that the contractor is unable to meet our requirements for hauling & (reload) we can utilize our own fleet of 12 trucks in order to avoid delays in reload & hauling.

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**LICENSE APPLICANT**

I hereby certify that the information contained in this application is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

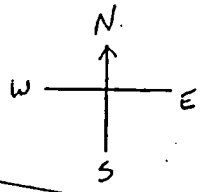
Signature and title of person completing this application:

SIGNATURE Timothy Penn TITLE President

DATE 12-29-97 PHONE 244 1705 / 860 5150

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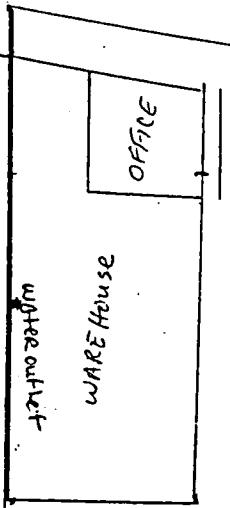
BESTBUYINTOWN INC.  
2160 NW AMBERWOOD  
Hillsboro OR 97124



AMBERWOOD DR. WAS  
(CORNELL RD)

CORNELIUS PASS RD

ENTRANCE ↔  
Super HARD Pack  
GRAVEL ROAD.



LANDSCAPING  
ENTRANCE (Customers) →

SCALE

ENTRANCE ↔ gravel entrance

CONCRETE BINS - 45' x 11'

CONCRETE WALL 90" HIGH

paved concrete

paved concrete

paved concrete

BERM with  
fir trees

TRUCK Loading  
RAMP

Yard debris  
unload & reload  
AREA

\* WATER outlet



DOUG FIR Evergreen Hedge ON BERM 8'-9' = Total of 16'-18'

Site & sound & dust prevention

VACATED - 216th AVE NW.

SCALE: 1 cm = 20ft (Approximate)

Note: 75-80% the entire facility is in paved concrete or asphalt. The balance will be soon.

*Agenda Item Number 7.1*

**Ordinance No. 98-731, For the Purpose of Granting a Yard Debris Processing Facility License to Allwood Recyclers, Inc. to Operate a Yard Debris Processing Facility and Declaring an Emergency.**

***Second Reading***

**Metro Council Meeting  
Thursday, March 26, 1998  
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF GRANTING A YARD ) ORDINANCE NO. 98-731  
DEBRIS PROCESSING FACILITY LICENSE TO )  
ALLWOOD RECYCLERS, INC. TO OPERATE )  
A YARD DEBRIS PROCESSING FACILITY AND )  
DECLARING AN EMERGENCY ) Introduced by Mike Burton,  
Executive Officer

WHEREAS, Section 5.01.030 of the Metro Code requires an owner or operator of a yard debris processing facility to be licensed by Metro; and

WHEREAS, Section 5.01.040 of the Metro Code requires yard debris processing facilities to comply with the licensing requirements in Chapter 5.01; and

WHEREAS, Metro Code Section 5.01.060(a) requires applications for a license to be filed on forms provided by the Executive Officer, and specifies that licenses are subject to approval by the Council; and

WHEREAS, Allwood Recyclers, Inc. has submitted a yard debris processing facility license application to operate its existing yard debris composting facility in Fairview, Oregon as specified in Metro Code Section 5.01.060(c)(2), and

WHEREAS, the Metro Code Chapter 5.01.230 to 5.01.380 sets forth provisions relating to the licensing of yard debris processing facilities; and

WHEREAS, based on information submitted by Allwood Recyclers, Inc., specified in the Staff Report or otherwise submitted, the Executive Officer has found that the facility is in compliance with applicable provisions and standards in the Metro Code related to the licensing of yard debris processing facilities; and

WHEREAS, the facility is an existing operation providing necessary services to the public and nuisance impacts from yard debris processing facilities such as odor, dust and noise adversely affect the health and welfare of the public; and

WHEREAS, the purpose of the licensing agreement is to protect the health, safety and welfare of Metro area residents; and

WHEREAS, the purpose of the licensing agreement is to protect the health, safety and welfare of Metro area residents; and

WHEREAS, the Council finds that it is necessary for the welfare of the Metro area that this ordinance take effect immediately, pursuant to Sections 37(2) and 39(1) of the Metro Charter; and

WHEREAS, The Executive Officer recommends that the Council grant the attached license to Allwood Recyclers, Inc.; now therefore,

**THE METRO COUNCIL ORDAINS AS FOLLOWS:**

1. The Council authorizes the Executive Officer to enter into the attached licensing agreement for a yard debris processing facility within ten days of the effective date of this ordinance.
2. An emergency having been declared for the reasons stated above, this ordinance shall take effect immediately, pursuant to Sections 37(2) and 39(1) of the Metro Charter.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_ 1998.

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel



**EXHIBIT A**

**YARD DEBRIS COMPOSTING FACILITY LICENSE**

issued by

**METRO**

600 N.E. Grand Avenue  
Portland, Oregon 97232-2736  
(503) 797-1700

LICENSE NUMBER: \_\_\_\_\_  
DATE ISSUED: \_\_\_\_\_ (see Section 2)  
AMENDMENT DATE: \_\_\_\_\_ N/A  
EXPIRATION DATE: \_\_\_\_\_  
ISSUED TO: \_\_\_\_\_ ALLWOOD RECYCLERS, INC.  
NAME OF FACILITY: \_\_\_\_\_ ALLWOOD RECYCLERS, INC.  
ADDRESS: \_\_\_\_\_ 23001 NE MARINE DRIVE  
CITY, STATE, ZIP: \_\_\_\_\_ FAIRVIEW, OR 97024  
LEGAL DESCRIPTION: \_\_\_\_\_ (see attached application)  
NAME OF OPERATOR: \_\_\_\_\_ ALLWOOD RECYCLERS, INC.  
PERSON IN CHARGE: \_\_\_\_\_ RANDY WUBBEN, PRESIDENT  
ADDRESS: \_\_\_\_\_ PO BOX 115  
CITY, STATE, ZIP: \_\_\_\_\_ FAIRVIEW, OR 97024  
TELEPHONE NUMBER: \_\_\_\_\_ (503) 667-5497

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# LICENSE AGREEMENT

This License is issued by Metro, a municipal corporation organized under the Constitution of the State of Oregon and the 1992 Metro Charter ("Metro"), to Allwood Recyclers, Inc. ("Licensee").

In recognition of the promises made by Licensee as specified herein, Metro issues this License, subject to the following terms and conditions:

## 1. DEFINITIONS

The definitions in Metro Code Section 5.01.010 shall apply to this License, as well as the following definitions. Defined terms are capitalized when used.

**"Composting"** means the controlled biological decomposition of organic materials through microbial activity which occurs in the presence of free oxygen. Composting does not include the stockpiling of organic material.

**"Facility"** means the site where one or more activities that the Licensee is authorized to conduct occur.

**"Hazardous Waste"** has the meaning specified in ORS 466.005.

**"Prohibited Wastes"** has the meaning set forth in Section 5.2 of this License.

## 2. TERM OF LICENSE

This License is issued for a term of five years from the date signed by Metro and the Licensee, following approval by the Metro Council.

## 3. LOCATION OF FACILITY

The licensed Facility is located at 23001 NE Marine Drive, Fairview, Oregon 97024.

## 4. OPERATOR AND OWNER OF FACILITY AND PROPERTY

4.1 The owner of the facility is Randy Wubben.

4.2 The owner of the property underlying the Facility is Randy Wubben. Licensee warrants that owner has consented to Licensee's use of the property as described in this License.

4.3 The operator of the Facility is Allwood Recyclers, Inc.. Licensee may contract with another person or entity to operate the Facility only upon ninety (90) days prior written notice to Metro and the written approval of the Executive Officer.

## 5. AUTHORIZED AND PROHIBITED ACTIVITIES AND WASTES

5.1 Subject to the following conditions, Licensee is authorized to operate and maintain a yard debris composting facility.

5.1.1 Licensee shall accept only yard debris, landscape waste, clean wood wastes (e.g., untreated lumber, wood pallets). No other wastes shall be accepted at the Facility unless specifically authorized in writing by Metro.

## 5.2 Prohibited Wastes

5.2.1 Licensee is prohibited from receiving, processing or disposing of any solid waste not authorized in this License.

5.2.2 Licensee shall not accept Hazardous Waste. Any Hazardous Waste inadvertently received shall be handled, stored, and removed pursuant to state and federal regulations.

## 6. **MONITORING AND REPORTING REQUIREMENTS**

6.1 Licensee shall monitor facility operation and maintain accurate records of the following:

6.1.1 Amount of feedstock received and quantity of product produced at the facility.

6.1.2 Records of any special occurrences encountered during operation and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.

6.1.3 Records of any public nuisance complaints (e.g., noise, dust, vibrations, litter) received by the operator, including:

(a) The nature of the complaint;

(b) The date the complaint was received;

(c) The name, address, and telephone number of the person or persons making the complaint; and

(d) Any actions taken by the operator in response to the complaint.

6.1.4 For every odor complaint received, the licensee shall record the date, time, and nature of any action taken in response to an odor complaint, and record such information within one business day after receiving the complaint. Records of such information shall be made available to Metro and local governments upon request.

6.2 Records required under this section shall be reported to Metro no later than thirty (30) days following the end of each quarter. The report shall be signed and certified as accurate by an authorized representative of Licensee.

6.3 The licensee shall submit to Metro pertinent duplicate copies of regulatory information submitted to the DEQ and local jurisdictions pertaining to the facility, within 30 days at the same time of submittal to DEQ and/or a local jurisdiction.

## **7. DESIGN AND OPERATIONAL REQUIREMENTS**

7.1 Activities shall be conducted in accordance with the Metro approved facility design plan, operations plan and odor minimization plan submitted as part of the License Application. In addition:

7.1.1 To control odor and dust the Licensee shall:

- (a) Install dust control and odor systems whenever excessive dust and odor occur, or at the direction of Metro. Alternative dust and odor control measures may be established by the Licensee with Metro approval.
- (b) Take specific measures to control odors in order to avoid or prevent any violation of this License, which measures include (but are not limited to) adherence to the contents of the odor minimization plan.

7.1.2 With respect to vector control, the Licensee shall manage the Facility in a manner that is not conducive to infestation of rodents or insects. If rodent or insect activity becomes apparent, Licensee shall initiate and implement additional vector control measures.

7.2 The Licensee shall provide an operating staff which is qualified to perform the functions required by this License and to otherwise ensure compliance with the conditions of this License.

7.3 The licensee shall utilize functionally aerobic composting methods for processing authorized wastes at the facility.

7.4 All facility activities shall be conducted consistent with applicable provisions in Metro Code Chapter 5.01: Additional Provisions Relating to the Licensing of Yard Debris Processing Facilities (Sections 5.01.230 - 5.01.380). Licensee may modify such procedures. All proposed modifications to facility plans and procedures shall be submitted to the Metro Regional Environmental Management Department for review and approval. The Executive Officer shall have 10 business days from receipt of proposed modifications to object to such modifications. If the Executive Officer does not object, such modifications shall be considered approved following the 10-day period. Licensee may implement proposed modifications to Facility plans and procedures on a conditional basis pending Metro review and notice from Metro that such changes are not acceptable.

7.5 Licensee shall remove compost from the Facility as frequently as possible.

## **8. FACILITY CLOSURE**

8.1 In the event of closure of the facility, all yard debris, composting material, end-product, and other solid wastes must be removed from the facility within 180 days following the commencement of closure.

8.2 Licensee shall close the facility in a manner which eliminates the release of landscape waste, landscape waste leachate, and composting constituents to the groundwater or

surface waters or to the atmosphere to the extent necessary to prevent threats to human health or the environment.

- 8.3 Within 30 days of completion of closure, Licensee shall file a report with Metro verifying that closure was completed in accordance with this section.

## 9. ANNUAL LICENSE FEE

Licensee shall pay an annual license fee of \$300, as established under Metro Code Section 5.01.320. The fee shall be delivered to Metro within thirty (30) days of the effective date of this License and on the same date for each year thereafter. Metro reserves the right to change its license fees at any time, by action of the Metro Council, to reflect license system oversight and enforcement costs.

## 10. INSURANCE

- 10.1 Licensee shall purchase and maintain the following types of insurance, covering Licensee, its employees, and agents:

- (a) Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
- (b) Automobile bodily injury and property damage liability insurance.

- 10.2 Insurance coverage shall be a minimum of \$500,000 per occurrence, \$100,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

- 10.3 Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change or cancellation.

- 10.4 Licensee, its contractors, if any, and all employers working under this License are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Licensee shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

## 11. INDEMNIFICATION

Licensee shall indemnify and hold Metro, its agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with licensee's performance under the license, including patent infringement and any claims or disputes involving subcontractors. Licensee shall not assume liability for any negligent or intentionally wrongful act of Metro, its officers, agents or employees.

## **12. COMPLIANCE WITH LAW**

Licensee shall fully comply with all federal, state, regional and local laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this License, including all applicable Metro Code provisions whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the Facility by federal, state or local governments or agencies having jurisdiction over the Facility are part of this License by reference as if specifically set forth herein. Such conditions and permits include those attached as exhibits to this License, as well as any existing at the time of issuance of this License and not attached, and permits or conditions issued or modified during the term of this License.

## **13. METRO ACCESS TO FACILITY**

Authorized representatives of Metro shall be permitted access to the premises of the Facility at all reasonable times for the purpose of making inspections and carrying out other necessary functions related to this License. Access to inspect is authorized during all business hours.

## **14. DISPOSAL RATES AND FEES**

- 14.1 The rates charged at licensed facilities are exempt from Metro rate setting.
- 14.2 Licensee is exempted from collecting and remitting Metro fees on waste received at the Facility. Licensee is fully responsible for paying all costs associated with disposal of residual material generated at the facility, including all Metro fees and taxes. A licensee shall obtain a non-system license prior to disposal of residuals at any facility not designated by Metro.
- 14.3 Licensee shall adhere to the following conditions with regard to disposal rates charged at the facility:
  - (a) A licensee may modify rates to be charged on a continuing basis as market demands may dictate. Rate schedules should be provided to Metro on a regular basis, and shall be provided to Metro on request.
  - (b) Public rates charged at the facility shall be posted on a sign near where fees are collected. Rates and disposal classifications established by a licensee shall be reasonable and nondiscriminatory.

## **15. GENERAL CONDITIONS**

- 15.1 Licensee shall be responsible for ensuring that its contractors and agents operate in compliance with the terms and conditions of the license.
- 15.2 This License shall not vest any right or privilege in the licensee to receive specific quantities of yard debris during the term of the license.
- 15.3 The power and right to regulate, in the public interest, the exercise of the privileges granted by a license shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such legal requirements against licensee:

- 15.4 This License may not be transferred or assigned without the prior written approval of Metro, which will not be unreasonably withheld.
- 15.5 To be effective, a waiver of any term or condition of a license must be in writing, signed by the executive officer. Waiver of a term or condition of a license shall not waive nor prejudice Metro's right otherwise to require performance of the same term or condition or any other term or condition.
- 15.6 This License shall be construed, applied, and enforced in accordance with the laws of the State of Oregon and all pertinent provisions in the Metro Code.
- 15.7 If any provision of a license is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in the license shall not be affected.

## **16. REVOCATION**

Suspension, modification or revocation of this License shall be as specified herein and in the Metro Code.

## **17. MODIFICATION**

- 17.1 At any time during the life of this License, either the Executive Officer or the Licensee may propose amendments or modifications to this License. Except as specified in the Metro Code, no amendment or modification shall be effective unless it is in writing, approved by the Metro Council, and executed by the Licensee and the Executive Officer.
- 17.2 The Executive Officer shall review the License annually, consistent with Section 6 of this License, in order to determine whether the License should be changed and whether a recommendation to that effect needs to be made to the Metro Council. While not exclusive, the following criteria and factors may be used by the Executive Officer in making a determination whether to conduct more than one review in a given year:
- a) Licensee's compliance history;
  - b) Changes in waste volume, waste composition, or operations at the Facility;
  - c) Changes in local, state, or federal laws or regulations that should be specifically incorporated into this License;
  - d) A significant release into the environment from the Facility;
  - e) A significant change or changes to the approved site development plan and/or conceptual design; or
  - f) Any change in ownership that Metro finds material or significant.
  - g) Community requests for mitigation of impacts to adjacent property resulting from Facility operations.



**18. NOTICES**

18.1 All notices required to be given to the Licensee under this License shall be delivered to:

Randy Wubben, President  
Allwood Recyclers, Inc.  
PO Box 115  
Fairview, OR 97024

18.2 All notices required to be given to Metro under this License shall be delivered to:

Bill Metzler, Licensing Program Administrator (Yard Debris Facilities)  
Metro Regional Environmental Management Department  
600 NE Grand Avenue  
Portland, OR 97232-2736

18.3 Notices shall be in writing, effective when delivered, or if mailed, effective on the second day after mailed, postage prepaid, to the address for the party stated in this License, or to such other address as a party may specify by notice to the other.

ALLWOOD RECYCLERS, INC.

METRO

\_\_\_\_\_  
Facility Owner or  
Owner's Representative

\_\_\_\_\_  
Mike Burton, Executive Officer  
Metro

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

BM:

\\metro1\rem\share\dept\regs\ydf\allwood\license\license.doc

## **REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT**

CONSIDERATION OF ORDINANCE NO. 98-731, FOR THE PURPOSE OF GRANTING A YARD DEBRIS PROCESSING FACILITY LICENSE TO ALLWOOD RECYCLERS, INC. TO OPERATE A YARD DEBRIS COMPOSTING FACILITY AND DECLARING AN EMERGENCY

-----  
Date: March 18, 1998

Presented by: Councilor McFarland

**Committee Recommendation:** At its March 17 meeting, the Committee considered Ordinance No. 98-731 and voted 2-0 to send the ordinance to the Council with a do pass recommendation. Voting in favor: Councilor McFarland and Chair Morissette. Councilor Washington was absent.

### **Background**

At the request of the region's local governments Metro has developed and is in the process of implementing a licensing program for yard debris facilities. The purpose of the program is to provide a uniform set of regional regulatory standards that must be met by a facilities. These standards include facility design, operations and odor minimization.

**Committee Issues/Discussion:** Bruce Warner, Regional Environmental Management Director, presented the staff report. Warner noted that the license applicant, Allwood Recyclers has been in operation for several years. The facility is located in an industrial area on Marine Drive in the City of Fairview near the Troutdale Airport. It currently processes about 12,000 cubic yards of yard debris annually and accepts material from both commercial and general public customers. The facility has all of the necessary operating permits from other governments.

Chair Morissette expressed concern about the inclusion of an emergency clause in the proposed ordinance. He noted that there are a large number of ordinances come to the Council with such clauses when no true emergency exists. He cautioned staff that it should try to minimize the use of the emergency clause. Mr. Warner responded that the staff had prepared a revised ordinance without an emergency clause for possible committee consideration. He noted that the facility licensed in the ordinance is an existing one and that the emergency clause will simply allow the terms and conditions of the license to become operative 90 days earlier than would otherwise be the case.

Councilor McFarland indicated she had driven by the site and noted what appeared to be wetland areas. She expressed concern that a composting facility could have a negative impact on these areas. Warner responded that it was his understanding that the wetlands had been created on the site to assist in the treatment and processing of runoff water. He indicated that he would look into this further and report back to Councilor McFarland prior to Council consideration of the ordinance.

## **EXECUTIVE SUMMARY**

### **ORDINANCE 98-731 GRANTING A YARD DEBRIS PROCESSING FACILITY LICENSE TO ALLWOOD RECYCLERS, INC.**

#### **PROPOSED ACTION**

- Grants a yard debris processing facility license to Allwood Recyclers, Inc. to operate its existing yard debris composting facility located in Fairview, Oregon.

#### **WHY NECESSARY**

- Metro Code Section 5.01.030 requires an owner or operator of a yard debris processing facility to be licensed by Metro.
- The terms of the license will be to protect public health, safety, and welfare. The facility will continue to assist the region in accomplishing the goals and objectives of the Regional Solid Waste Management Plan.
- The declaration of an emergency is pursuant to Sections 37 (2) and 39 (1) of the Metro Charter. It is necessary for the welfare of the Metro region that this Agreement takes effect immediately. The facility is an existing operation providing necessary services to the public and potential nuisance impacts from yard debris processing facilities such as odor, dust and noise adversely affect the health and welfare of the public.

#### **DESCRIPTION**

- The 6-acre site is zoned M-2 (General Industrial) and is used for yard debris composting and wood waste recycling operations.
- The applicant has a conditional use permit from the City of Fairview.
- The facility accepts loads of yard debris and wood wastes from commercial and residential sources. The facility is open to the public.
- The facility accepts approximately 12,000 cubic yards of yard debris per year for processing.
- Allwood Recyclers, Inc. meets all applicable Metro Code requirements for yard debris composting facilities and is eligible for a yard debris processing facility license.

#### **ISSUES/CONCERNS**

- Staff is not aware of any outstanding issues or concerns with this facility.

#### **BUDGET/FINANCIAL IMPACTS**

- There will be a slight increase in revenues from the annual license fee of \$300 per year paid by the licensee. Current staffing levels are expected to be adequate to handle any technical assistance or enforcement requirements that might arise from licensing this facility.

## STAFF REPORT

### IN CONSIDERATION OF ORDINANCE NO. 98-731 FOR THE PURPOSE OF GRANTING A YARD DEBRIS PROCESSING FACILITY LICENSE TO ALLWOOD RECYCLERS INC. TO OPERATE A YARD DEBRIS PROCESSING FACILITY AND DECLARING AN EMERGENCY

Date: February 20, 1998

Presented by: Bruce Warner  
Bill Metzler

## INTRODUCTION

The purpose of this report is to provide the information necessary for the Metro Council to act on the recommendation that Allwood Recyclers, Inc. be awarded a license to operate a yard debris composting facility located in Fairview, Oregon. The license agreement is attached to Ordinance No. 98-731 as Exhibit A.

This report is divided into four main parts as follows: (a) a description of the facility and other relevant applicant information; (b) list of submittals; (c) staff analysis of the application and whether the facility meets the standards as specified in Metro Code in order to be awarded a license; and (d) staff's recommendations and any specific conditions to be contained in the license agreement.

The purpose of the licensing program is to ensure that yard debris processing facilities are designed and operated in a manner that minimizes nuisance impacts on surrounding communities and businesses.

### Key Findings and Recommendations Include:

- Yard debris processing facilities are licensed by the Metro Council if they submit the required plans and show compliance with applicable provisions in Metro Code Chapter 5.01 Additional Provisions Relating to the Licensing of Yard Debris Processing Facilities and Yard Debris Reload Facilities (Sections 5.01.230 - 5.01.380).
- Staff has reviewed all required submittals and has determined that Allwood Recyclers, Inc. meets the requirements of the Metro Code related to licensing yard debris processing facilities.
- The declaration of an emergency is pursuant to Sections 37 (2) and 39 (1) of the Metro Charter. It is necessary for the welfare of the Metro region that this Agreement be effective immediately. The facility is an existing operation providing necessary services to the public.
- The terms of the license will protect public health and safety, and maintain consistency with the Regional Solid Waste Management Plan. The Metro licensing program includes problem resolution through intergovernmental cooperation, technical assistance and enforcement measures.

## **I. FACILITY AND APPLICANT INFORMATION**

### Location:

- Facility address: 23001 NE Marine Drive Fairview, OR 97024
- The facility lies in Section 2, Township 1N, Range 3 East, W.M. Multnomah County, Oregon Tax Lot 15 situated in the Southwest ¼ & the Southeast ¼ of Section 22.

### Zoning and Permitting:

- The site is zoned M-2 (General Industrial).
- The facility has a Conditional Use Permit from the City of Fairview.

### General Facility Description:

- The six-acre site is used for a privately owned business that will serve the general public. Vegetation such as grass clippings, leaves, sod, and small diameter limbs, stumps and wood products will be ground and then sold as compost and mulch.
- The facility accepts approximately 12,000 cubic yards of yard debris per year for processing.

### Completeness and Sufficiency of Application

Applicants for yard debris processing facility licenses are required to complete the application form and provide additional information as requested. The license application form and other material required to process the license were submitted and has been determined to be complete and adequate.

### Applicant Qualifications

Allwood Recyclers, Inc. is a locally owned and operated corporation. This facility has been in operation since May, 1995.

## **II. LIST OF SUBMITTALS / STAFF REPORT ATTACHMENTS**

**Attachment 1 - Site Context and Location Map/Air Photo**

**Attachment 2 - Application for a Yard Debris Processing Facility License, prepared by Randy Wubben, President.**

## **III. ANALYSIS OF LICENSE APPLICATION**

A license will be granted if the Metro Council finds that the applicant complies with Metro Code Chapter 5.01 - *Solid Waste Facility Regulation* and the specific standards set forth in Additional Provisions Relating to the Licensing of Yard Debris Processing Facilities and Yard Debris Reload Facilities (Sections 5.01.230 - 5.01.380).

Staff have reviewed the license application and other supporting documentation, and have found that the facility meets all applicable Metro Code requirements and is eligible for a yard debris processing facility license. The following table summarizes staff's analysis:

Key Metro Code Licensing Provisions	Acceptable	Unacceptable	See details in analysis below
5.01.260 General Yard Debris Facility Design Requirements & Design Plans	X		1
5.01.270 General Operating Requirements for Yard Debris Facilities	X		2
5.01.280 Yard Debris Processing Operations Plan	X		2
5.01.290 Yard Debris Facility Odor Minimization Plans	X		3

In addition, staff offers the following details regarding the application, which are contained in three main parts:

1. **FACILITY DESIGN** (corresponds to Metro Code Section 5.01.260 - General Yard Debris Facility Design Requirements & Design Plan).

The facility design requirements are intended to ensure that the facility is designed and constructed in a safe and suitable manner that can support the type of processing and the quantity of material that the applicant is proposing to process.

Staff has found that this facility is designed and constructed in a manner suitable for maintenance and processing operations, visual inspection of piling areas, and fire fighting operations. The facility meets the requirements for effective barriers to unauthorized entry, all-weather access roads, and has sufficient processing and storage capacity to handle incoming volumes of yard debris. The design plan addresses the management of storm water through the use of swales, berms, and a pond.

General Description

An all-weather asphalt road provides access to the facility. This facility will process vegetation such as grass clippings, sod, leaves and small-diameter limbs into compost and mulch. Larger diameter limbs stumps, and wood products such as boards will be ground and sold as fuel, paper pulp, and other useable products. The only entrance to the facility is secured with a locked gate. The facility has signs at the entrance, directing traffic flow and providing other business information.

The facility uses the windrow composting method with dimensions of 120' (length) x 20' (height) x 30' (width) and accepts approximately 12,000 cubic yards of yard debris per year. The processing time from receipt to finished product is approximately 60 days. The estimated capacity in cubic yards of the facility storage area for incoming materials is 2,500 cubic yards. The estimated capacity for finished product storage is 3,500 cubic yards.

Storm water run-off is routed through a series of swales on the east, south, and north property lines and drain into a large pond on the northern property line. The pond is naturally vegetated with large cottonwood trees and underbrush, and is approximately ½ acre in size.

Comments:

- The applicant's completed license application and submittals constitute the Design Plan, and meet all applicable Metro Code requirements for Section 5.01.260 - General Yard Debris Facility Design Requirements & Design Plans.
- The applicant is participating in Metro's Earth-Wise Compost Designation Program to test their finished compost for quality assurance.

2. **OPERATIONAL PLAN** (corresponds to Metro Code Section 5.01.270 - General Operating Requirements for Yard Debris Facilities and Section 5.01.280 - Yard Debris Processing Operations Plan).

The purpose of the operational plan requirements is to ensure that the facility is operated in a manner that minimizes nuisance impacts on surrounding communities and businesses, while protecting public health and safety.

Staff have found that this facility is operated in a manner that meets Metro Code operational requirements and that the operating plan submitted as part of the license application, sufficiently addresses process management and monitoring procedures for yard debris composting facilities.

General Description

Incoming loads are measured and calculated to cubic yards by facility staff. Most loads are tarped; and if not, customers are reminded to do so by staff. All incoming loads are visually inspected for non-compostables, and loads not in compliance are rejected. Any non-compostable material delivered to the facility is identified by laborers and deposited into a Waste Management Inc. container for disposal.

Incoming material is stockpiled in a designated grinding area. Once a week material is processed through a tub-grinder. During the grinding process, material is sorted so as not to get too much wood in the compost pile. Wood debris is also ground for hogged fuel. The compostable material is then placed into large windrow piles for processing into finished compost. To monitor and adjust pile temperature, a thermometer probe is inserted at various locations of the windrow and results are documented. If oxygen or moisture is required, the windrows are turned via a wheel-loader with a bucket. Water may also be added at this time. Finished compost is then screened for retail and wholesale markets.

- Noise: All equipment meets DBA noise requirements. In addition, site topography provides both a visual and sound buffer for noise abatement.
- Vector control: Vectors are controlled by rapidly processing (within 2 days) the incoming materials. Active compost piles and finished product rarely attract or harbor vectors.
- Dust control: All roads are watered down to control dust. In addition, compostable materials are watered down during processing to control dust.

- Litter: The facility grounds are maintained on a regular basis.
- Fire protection: Fire inspections are done on a daily basis. A fire trailer is on standby with all equipment needed to fight a fire. Excavator and bulldozer operators are trained to respond to any potential fire problem. All incoming yard debris is processed on a regular basis to keep the pile size manageable.
- Monitoring pile temperature, oxygen, and moisture levels are performed on a regular basis.

Comments:

- The applicant's completed license application and submittals constitutes the Operations Plan, and meets all applicable Metro Code requirements for Section 5.01.270 - General Operating Requirements for Yard Debris Facilities and Section 5.01.280 - General Yard Debris Facility Design Requirements & Design Plans.

**3. ODOR MINIMIZATION PLAN** (corresponds to Metro Code Section 5.01.290 - Yard Debris Facility Odor Minimization Plan).

The Metro Code Odor Minimization Plan requirement is designed to ensure that the facility is operated in a manner that minimizes and mitigates odor impacts on surrounding communities and businesses.

Staff has found that this facility is operated in a manner that meets the applicable Metro Code requirements and has submitted an odor minimization plan as part of the license application. The odor minimization plan sufficiently addresses all processing, odor management and monitoring procedures.

General Description

Since deliveries of accumulated grass clippings from landscape companies can be a primary source of odor, loads of bad-smelling grass clippings are immediately processed. Grass clippings are blended with drier, woody yard trimmings (carbon source). The yard debris is coarsely ground to promote air space in the pile.

Odor complaints: Complaints are documented and investigated by facility staff. Wind speed and direction are noted. Odor control procedures are implemented to include: material mixing, grinding, and changing the time of day the material is turned.

Comments:

- The applicant's completed license application and submittals constitutes the Odor Minimization Plan, and meets all applicable Metro Code requirements for Section 5.01.290 - Yard Debris Facility Odor Minimization Plans.



#### **IV. CONCLUSIONS**

Staff has reviewed all required submittals, and have determined that Allwood Recyclers, Inc. meets the requirements of the Metro Code related to licensing yard debris processing facilities. In addition, staff conducted a site inspection on January 15, 1998 and verified that the facility is currently operated in compliance with applicable provisions in Metro Code Chapter 5.01.

It is necessary for the welfare of the Metro region that the license agreement take effect immediately. Pursuant to Sections 37 (2) and 39 (1) of the Metro Charter, this action is accomplished through a declaration of an emergency. The facility is an existing operation providing necessary services to the public, and potential nuisance impacts from yard debris processing facilities such as odor, dust and noise can adversely affect the welfare of the public.

The license agreement ensures that the facility will operate in accordance with the purpose of Metro's licensing program to protect public health and safety and maintain consistency with the Regional Solid Waste Management Plan. The Metro-licensing program includes problem resolution through intergovernmental cooperation, technical assistance, and enforcement measures.

#### **V. BUDGET IMPACTS**

There will be a slight increase in revenues from the annual license fee paid by the licensee of \$300 per year. Current staffing levels are expected to be adequate to handle any technical assistance or enforcement requirements that might arise from licensing this facility.

#### **VI. STAFF RECOMMENDATION**

Based upon the preceding analysis, it is the opinion of staff that Allwood Recyclers, Inc. should be granted a yard debris processing facility license in accordance with the provisions of the license agreement attached to Ordinance No. 98-731 as Exhibit A.







#### **VII. EXECUTIVE OFFICER'S RECOMMENDATION**

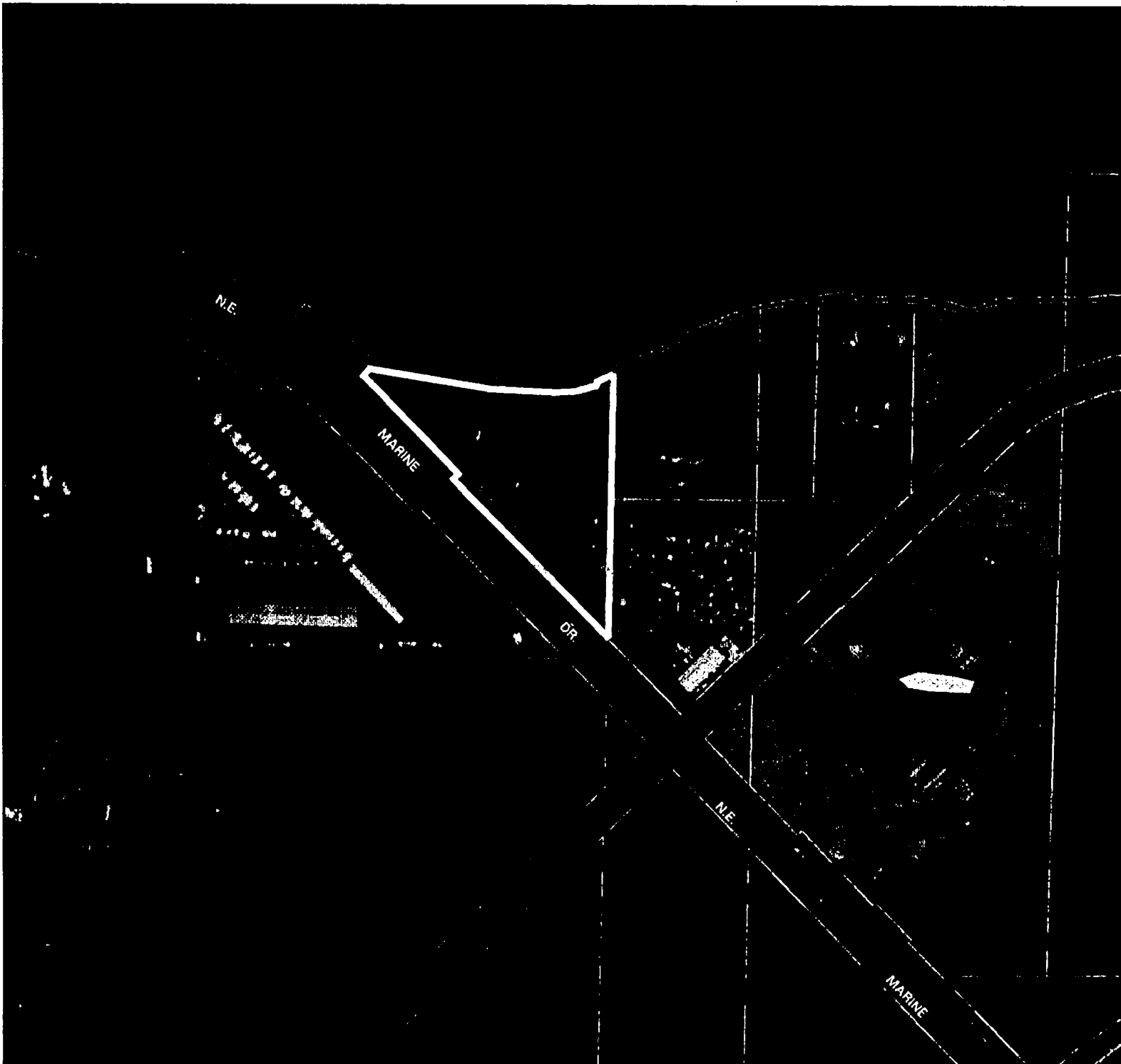
The Executive Officer recommends adoption of Ordinance No. 98-731.

BM:ck  
\\METRO\IN\REMSHARE\DEPT\REGSYD\ALLWOOD\STAFFREP\98731.STF

# Allwood Inc.

1997 Aerial Photos

-  Metro Boundary
-  Urban Growth Boundary
-  Parks and Open Space
-  Taxlots
-  County Line
-  Subject Property (white boundaries)



Scale: 1" = 400'

0 200 400



**METRO**

600 NE Grand Ave.  
 Portland, OR 97232-2735  
 Voice 503 787-1742  
 FAX 503 787-1809  
 Email [drc@metrodot.or.us](mailto:drc@metrodot.or.us)

MAIL THIS APPLICATION TO:

DATE RECEIVED BY METRO:

Metro  
Attn.: Bill Metzler  
Regional Environmental Management  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

**RECEIVED**

DEC 16 1997

METRO REGIONAL  
ENVIRONMENTAL MANAGEMENT

**LICENSE APPLICATION FORM**

**YARD DEBRIS PROCESSING FACILITY**

Check all that apply:

- Yard Debris Composting   X
- Other (specify)

Note: This form should not be used for yard debris reload facilities. A separate form for reload facilities is available from Metro.

Date of Application: November 11, 1997

**PART 1**

1. NAME OF FACILITY: Allwood Recyclers, Inc.

Facility Address: 23001 NE Marine Drive

Fairview, OR 97024

2. PROSPECTIVE LICENSEE

Public Agency:            Private:   X  

Name of Licensee: Allwood Recyclers, Inc.

Mailing Address: PO Box 115

Fairview, OR 97024

Phone Number: (503) 667-5497

3. OWNER(S) OF PROPERTY

Name: Randy Wubben

Mailing Address: 6602 NE 104th Ave

Vancouver, WA 98662

Phone Number: (360) 891-8156

4. SUBCONTRACTOR(S)

Name, address and function of any prospective licensee's facility operation subcontractors:

N/A

5. SITE LEGAL DESCRIPTION

(Include tax lot(s) descriptions, Section, Township and Range):

Site size in acres 6.39 Composting facility area size 5 1/2 acres  
Partition Plat 1993-159-Parcel 1, A Portion of tax lot 15.  
Situating in the S.W. 1/4 & the S.E. 1/4 of Section 22, T.  
1 N., R. 3E., W.M. Multnomah Co., Oregon

SECTION 22 TOWNSHIP 1 N RANGE 3 E

6. ZONING

Present Land Use Zone: M-2, General Industrial

Restrictions: limited to recycling of yard debris, woody  
vegetation and wood products only. No treated wood  
to be excepted.

7. Is a conditional use permit necessary for the facility?

Yes \_\_\_\_\_ No  X

If required, has the permit been obtained?

Yes \_\_\_\_\_ No  X

8. PUBLIC HEARING(S)

Date(s) and nature of Public Hearing(s) held or to be held, if any:

N/A

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9. PERMITS ISSUED OR APPLIED FOR

List name and number of all permits (i.e., DEQ Solid Waste Disposal Permit, Conditional Use Permit, National Pollution Discharge Elimination System Permit, Etc.), plus name, address, and contact person at the agency responsible for issuing the permit(s).

Permit(s) Applied for:

NONE

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Permit(s) Received:

NONE

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**10. ESTIMATED QUANTITY OF YARD DEBRIS TO BE ACCEPTED**

Annually: 12,000 cubic yards                      Daily: 50-100 cubic yards  
 Annually: \_\_\_\_\_ tons (optional)                      Daily: \_\_\_\_\_ tons (optional)

**11. PUBLIC/COMMERCIAL OPERATIONS**

Will the facility be open to the public?                      Yes   X                        No \_\_\_\_\_  
 Will the facility be open to commercial solid waste collectors?                      Yes   X                        No \_\_\_\_\_

**12. OPERATING HOURS AND TRAFFIC VOLUME**

OPERATING HOURS	PUBLIC	COMMERCIAL
Hours Per Day	10	10
Days Per Week                      7	7	7
Estimated Vehicles Per Day	60	40

13. Does the owner/operator of this facility own, operate, maintain, have a proprietary interest in, or is the owner financially associated with or subcontracting the operation of the facility to any individual, partnership or corporation involved in the business of collecting residential, commercial, industrial or demolition refuse within the boundary of Metro?  
 Yes \_\_\_\_\_                      No   X  

14. Will the facility be open to solid waste collection companies who collect outside the boundary of Metro ?  
 Yes   X                        No \_\_\_\_\_

**PART 2**

**GENERAL FACILITY DESIGN PLAN**

1. Describe how stormwater is managed at the facility.

Run off is routed through a series of swales which drain into  
a large pond on northern property line. This pond is naturally  
vegetated with large cotton wood trees and underbrush, and is  
approximately 1/2 acre in size.

a. Is precipitation run-on diverted around the processing area?

Yes X No \_\_\_\_\_

Describe A swale on the east property line, a swale and berm along  
south line, a swale and berm along north property line.

b. Is run-off from the facility controlled?

Yes X No \_\_\_\_\_

Describe Run-off is directed to swales on East & North property  
lines. Swale on North side is approx. 1/2 acre in size.

2. Describe any barriers that the facility has (or will have) to prevent unauthorized entry and dumping (fencing, gates, locks).

Only entrance to facility is secured with a pad locked gate  
there are swales and berms around the remainder of the property  
line.

3. Are there all weather access roads to the site?

Yes X No \_\_\_\_\_

4. Does (or will) the facility have scales?

Yes   X        No       

5. Does the facility have signs (at entrance, directing traffic flow, public information) ?

Yes   X        No       

Please describe the location(s) and type of sign(s):

Entrance: 6'X8' sign with name, hours, partial product list

Office: Flow direction signs, hours

6. What is the estimated capacity (cubic yards) of the facility storage area(s) for incoming yard debris waiting to be processed?

approx. 2500 Cubic Yards

7. What is the estimated capacity (cubic yards) for finished product storage?

approx. 3500 Cubic Yards

8. Please describe how you handle, store and remove hazardous or other non-permitted or non-compostable wastes delivered to the facility.

Incoming material is closely monitored for unacceptable material.

Laborers check through newly dumped yard debris on a regular

basis and any metal, plastic, paper, glass or any other non-

combustible material is picked out and put into a waste manage-

ment dumpster. Any treated wood is rejected before it is

dumped, or reloaded if we observe when dumping.



**PART 3**

**GENERAL OPERATING PLAN**

1. Describe your methods of measuring and keeping records of incoming yard debris.

Every incoming load is hand measured and calculated to cubic yards. A receipt is made out describing material, quantity and cost.

2. How often are the facility grounds cleaned of litter?

On an hourly basis

3. Describe how you encourage delivery of yard debris in covered loads.

Most people that come into this facility have tarped their loads. Those who don't, we verbally remind them to tarp their load on the next visit.

4. Describe how you control the types of materials you receive, and methods for removing, recovering and disposing of non-compostables.

We have a sign describing the material that is acceptable.  
Every load is visually checked before dumping, and any material that is unacceptable is not allowed to be dumped. Any material that slips past visual inspection is picked out by laborers after material is dumped, on an hourly basis.

5. Where do you dispose of non-compostable wastes?

Waste Management has a dumpster at our facility which is removed on a weekly or bi-weekly basis, depending on how fast it is filled.

6. Please give a general description of the steps you take to process yard debris (from delivery to end-product).

Incoming material is stockpiled in grinding area. Once a week or as needed, material is processed through a Tubgrinder.

During the grinding process, material is sorted so as not to get to much wood in compost pile. Wood debris is ground up for hog fuel. Compost material is placed in large piles where it is processed into rough compost which is then screened to half inch minus material for retail and wholesale markets.

7. What is the maximum length of time required to process each day's receipt of:

a. Yard debris ? 2 Hours per day

b. Grass clippings ? 2 Hours per day

8. How long does it typically take to process yard debris at your facility (from receipt to finished product)?

Approx. 60 days

a. How long do you cure the finished product?  
0

9. If applicable, what are the dimensions of the windrows or piles that are typically constructed at your facility (length, width, height)?

30' X 120' X 20

10. How do you manage the windrows or piles? What kind of equipment do you use?

Composting windrow's are turned with a large dozer and EXCAVATOR

11. Describe how you control the following:

a. Noise (from machinery and equipment):

All equipment is properly maintained so that noise levels do not exceed allowable levels. Equipment operating hours are limited to day time operation.

b. Vectors (insects, birds, rodents):

NONE

c. Dust:

Roads are watered down to limit dust. Dry material is watered down during processing.

d. Litter:

All litter is picked up daily and placed in dumpster for removal.

12. Describe the fire prevention, protection and control measures used at the facility.

Fire inspections are done on a daily basis. A fire trailer is on standby with all equipment needed to fight fire. Excavator and dozer operators are trained for what to do in case of fire. Incoming green yard debris is processed on a regular basis to keep pile size down to manageable size.

13. Does (or will) the facility have legible sign(s) at public entrances including:

Name of facility?	Yes <u>X</u>	No <u>    </u>
Name of the operator?	Yes <u>X</u>	No <u>    </u>
Hours of operation?	Yes <u>X</u>	No <u>    </u>
List of materials that will and will not be accepted?	Yes <u>X</u>	No <u>    </u>
Schedule of charges?	Yes <u>    </u>	No <u>X</u>
Phone number in case of emergency?	Yes <u>X</u>	No <u>    </u>

14. Describe your methods for monitoring and adjusting the following (during processing):

a. Temperature:

A probe gauge is used to check temperature. Pile turning and material mixing method is used to maintain proper temperature.

b. Oxygen levels:

Material is turned with Excavator and Dozer on a regular basis, to allow all material in windrow's to get proper oxygen levels.

c. Moisture levels:

Moisture is checked by sight and feel at this time, a gauge is being ordered for more accurate measuring.. Pile turning and material mixing us used to control moisture levels.

15: In general, what are your plans (existing or proposed) for marketing the finished product?

At this time our retail and wholesale marketing is done by advertising in local newspapers, Yellow pages, local vendors, part time sales person, and growing reputation. Our plans for the future include a full time sales person, continued advertising and we are expanding our delivery capabilities for both wholesale and retail customers.

**PART 4**

**ODOR MINIMIZATION PLAN**

1. Generally describe how you handle loads of bad smelling yard debris and grass clippings?

This type of material is immediately mixed with other drier  
material and sometimes wood chips kept in a stockpile for this  
purpose.

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2. Describe your procedures for receiving, recording and remedying odor complaints or odor problems at the facility.

We have not had any odor complaints since we took this facility  
over, in May of 1995. If we did we would document all complaints  
and visit sources of complaints to verify and discuss problem.  
Then we would step up our odor control procedures, such as material  
mixing, grinding and change times of day that we would turn this  
material, monitoring wind direction and continue communication  
with source of complaint.

3. Describe your methods for minimizing and controlling odors at the facility.

Material mixing to control moisture. Monitor wind direction,  
temperature and time of day when turning compost piles. Keep  
material processed in a timely manner.

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4. Describe your procedures for avoiding delay in processing yard debris during all weather conditions.

The grinding process is unaffected by weather other than dry conditions at which time we add water during grinding to control dust and moisture. The turning process is done according to weather conditions and material mixing method is used if moisture is high. Low moisture is usually not a problem in our climate.

The final screening process is done on dry days for efficiency.

5. Prior to turning or moving composted material, describe how the following factors are considered:

- a. Time of day:

We usually try to turn piles in the early part of the day rather than in the hot afternoon, when odor seems to be a little worse.

- b. Wind direction:

We avoid turning compost when wind is blowing in a direction of neighboring businesses.

- c. Percent moisture:

When moisture is high, we mix in dry material. When moisture is low, we would either mix in wet material or add water, low moisture isn't usually a problem.

- d. Estimated odor potential:

Turning is avoided during high wind days and when wind is blowing in a undesirable direction.

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## **LIST OF ATTACHMENTS**

- 1. ATTACHMENT A - SITE PLAN**
- 2. ATTACHMENT B - INSURANCE**
- 3. ATTACHMENT C - OTHER REQUIRED PERMITS**

## 1. ATTACHMENT A: SITE PLAN

The application must contain maps, drawings or diagrams showing the location of the facility at a scale no smaller than one inch equals 100 feet. The following information must be provided:

- a) The boundaries of the facility;
- b) The boundaries of the composting area;
- c) The property boundaries, if different;
- d) The location of all buildings on the property and other pertinent information with respect to the operation of the facility (e.g. water supply, fencing, access roads, paved areas, etc.);
- e) The location and approximate dimensions of receiving, processing, curing, and storage areas for yard debris, end-product, and waste residuals; and
- f) The drainage patterns of the composting facility and surrounding areas. For example, the direction of both on-site and off-site drainage, as well as the location of any ditches, swales, berms, or other structures that exist or will be constructed to control runoff and leachate generated by the facility's operation.
- g) The prevailing seasonal wind directions (Spring, Summer, Fall and Winter).

*(The following additional information is required for all new and proposed yard debris processing facilities:)*

- h) Landscape plan showing the location, size and type of plantings, fences, berms, and existing trees to remain and/or to be removed.
- i) Drawings of the site that indicate location of initial and permanent roads; buildings and equipment to be installed; sewer and water lines; and storm water system. The drawings shall show final grade contours (required for only new or relocating facilities).

## 2. ATTACHMENT "B": INSURANCE

The application must contain a letter demonstrating that the applicant can obtain public liability insurance, including automotive coverage, in the amounts of not less than Five Hundred Thousand Dollars (\$500,000) for any number of claims arising out of a single accident or occurrence, Fifty Thousand Dollars (\$50,000) to any claimant for any number of claims for damage to or destruction of property, and One Hundred Thousand Dollars (\$100,000) to any claimant for all other claims arising out of a single accident or occurrence or such other amounts as may be required by State Law for public contracts.

## 3. ATTACHMENT "C": OTHER REQUIRED PERMITS

The application must contain one copy each of any required federal, state, county, city or other permits or licenses and one copy each of all correspondence pertaining to all such permits or licenses.



**LICENSE APPLICANT**

I hereby certify that the information contained in this application is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

Signature and title of person completing this application:

SIGNATURE \_\_\_\_\_ TITLE President

DATE 11/11/97 PHONE (360) 921-4527

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*Agenda Item Number 8.1*

**Resolution No. 98-2604, For the Purpose of Approving the FY 1999 Unified Work Program.**

**Metro Council Meeting  
Thursday, March 26, 1998  
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING THE )  
FY 1999 UNIFIED WORK PROGRAM )

RESOLUTION NO. 98-2604

Introduced by  
Councilor Ed Washington,  
JPACT Chair

WHEREAS, The Unified Work Program describes all federally-funded transportation planning activities for the Portland-Vancouver metropolitan area to be conducted in FY 1999; and

WHEREAS, The FY 1999 Unified Work Program indicates federal funding sources for transportation planning activities carried out by Metro, Regional Transportation Council, Oregon Department of Transportation, Tri-Met and the local jurisdictions; and

WHEREAS, Approval of the FY 1999 Unified Work Program is required to receive federal transportation planning funds; and

WHEREAS, The FY 1999 Unified Work Program is consistent with the proposed Metro budget submitted to the Tax Supervisory and Conservation Commission; now, therefore,

BE IT RESOLVED,

That the Metro Council hereby declares:

1. That the FY 1999 Unified Work Program is approved.
2. That the FY 1999 Unified Work Program is consistent with the continuing, cooperative and comprehensive planning process and is given positive Intergovernmental Project Review action.
3. That Metro's Executive Officer is authorized to apply for, accept and execute grants and agreements specified in the Unified Work Program.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_,  
1998.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

98-2604.RES  
KT:lmk  
1-21-98

**TRANSPORTATION PLANNING COMMITTEE REPORT**  
**CONSIDERATION OF RESOLUTION NO 98-2604, FOR THE PURPOSE OF  
APPROVING THE FY 1999 UNIFIED WORK PROGRAM.**

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**Date:** March 19, 1998

**Presented by:** Councilor Washington

**Committee Action:** At its March 17, 1998 meeting, the Transportation Planning Committee unanimously recommended Council adoption of Resolution No. 98-2604. Voting in favor: Councilors Kvistad, McLain and Washington.

**Council Issues/Discussion:** Andy Cotugno, Director of Metro's Transportation Department, made the staff presentation. This resolution approves the work program for the period beginning July 1, 1998, which contains planning activities to be carried out in the Portland-Vancouver region. It also authorizes submittal of grant applications to appropriate funding agencies. The attached staff report lists the major projects included in this document, and approval of the Unified Work Program was recommended by JPACT.

Items in the Unified Work Program are subject to revision based on adoption of the Metro 1998-99 budget by the Metro Council.

## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 98-2604 FOR THE PURPOSE OF APPROVING THE FY 1999 UNIFIED WORK PROGRAM

Date: January 20, 1998

Presented by: Andrew C. Cotugno

#### PROPOSED ACTION

This resolution would: 1) approve the Unified Work Program (UWP) continuing the transportation planning work program for FY 1999 and 2) authorize the submittal of grant applications to the appropriate funding agencies.

#### FACTUAL BACKGROUND AND ANALYSIS

The FY 1999 Unified Work Program (UWP) describes the transportation planning activities to be carried out in the Portland-Vancouver metropolitan region during the fiscal year beginning July 1, 1998. Included in the document are federally-funded studies to be conducted by Metro, Regional Transportation Council (RTC), Tri-Met, the Oregon Department of Transportation (ODOT), the City of Portland and local jurisdictions. Major commitments continue for completing the *Traffic Relief Options Study* (Congestion Pricing) pilot project, adopting the *Regional Transportation Plan*, completing the *South Willamette River Crossing Study*, initiating a Highway 217 corridor and an *I-5/Bi-State Trade Corridor Study* and increasing the communication of transportation system performance, needs and proposed plans. In addition, the work plan calls for moving the South/North LRT project into the FEIS stage and advancing the state of the art in travel behavior modeling.

The UWP matches the projects and studies reflected in the proposed Metro budget submitted by the Metro Executive Officer to the Metro Council and is subject to revision in the final Metro budget.

Approval will mean that grants can be submitted and contracts executed so work can commence on July 1, 1998 in accordance with established Metro priorities.

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# **FY 98-99 Unified Work Program**

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## **Transportation Planning in the Portland-Vancouver Metropolitan Area**

**Metro  
Southwest Washington Regional Transportation Council  
Oregon Department of Transportation  
City of Portland  
Tri-Met**

Metro  
Southwest Washington Regional Transportation Council  
Oregon Department of Transportation  
City of Portland  
Tri-Met

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*Agenda Item Number 9.1*

**Resolution No. 98-2618, For the Purpose of Amending the Contract Between Metro and David Evans and Associates (Contract No. 904969) for Design and Construction Management Services for the Peninsula Crossing Trail in North Portland.**

***Contract Review Board***

**Metro Council Meeting  
Thursday, March 26, 1998  
Council Chamber**



BEFORE THE CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AMENDING THE )  
CONTRACT BETWEEN METRO AND DAVID )  
EVANS AND ASSOCIATES (CONTRACT NO. )  
904969) FOR DESIGN AND CONSTRUCTION )  
MANAGEMENT SERVICES FOR THE )  
PENINSULA CROSSING TRAIL IN NORTH )  
PORTLAND )

RESOLUTION NO. 98-2618

Introduced by

Mike Burton,  
Executive Officer

WHEREAS, Metro executed Contract No. 904969 with David Evans and Associates (DEA) in the amount of \$133,339.60 to design the Peninsula Crossing Trail in December 1996; and

WHEREAS, Metro amended Contract No. 904969 with DEA in May 1997 by increasing the amount by \$90,000 to carry out federally required tasks, inspections and reporting, and other tasks due to Metro's acceptance of U.S. Department of Transportation CMAQ funds (Congestion Mitigation Air Quality); and

WHEREAS, additional design and construction management services, inspection services, coordination and review of public art on the trail, coordination and obtaining permits from the city of Portland and Oregon Department of Transportation, coordination and obtaining permits from the Burlington Northern Santa Fe Railroad are necessary; and

WHEREAS, financial resources are budgeted and available; and

WHEREAS, Metro Regional Parks and Greenspaces has established that David Evans and Associates (DEA) has performed the work as specified and satisfactorily within the terms of the contract and provides these services in a cost effective and efficient manner; and

WHEREAS, per Metro Code 2.04.046 (b) such an amendment requires Metro Council approval; 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 Metro Contract Review Board authorizes the execution of Change Order #2 to the David Evans and Associates contract no. 904969 for the Peninsula Crossing Trail, attached as Exhibit A.

ADOPTED by the Metro Contract Review Board this \_\_\_\_\_ day of

\_\_\_\_\_, 1998.

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

Approved as to form:

\_\_\_\_\_  
Daniel B. Cooper  
General Counsel



## CHANGE ORDER SUMMARY

CHANGE ORDER NO: 2 INITIATION DATE: \_\_\_\_\_

CONTRACT NO: 904969 PROJECT: Peninsula Crossing Trail Design and Construction Management Services

CONTRACTOR: David Evans and Associates (DEA)  
Project Manager: James Seeley, 223-6663

PROPOSED BY: Mel Huie, Regional Parks & Greenspaces  
Project Manager / Department

### FINANCIAL IMPACT

BUDGET CODE/TITLE: 350-219110-574110-53150

Original Contract Sum: \$ 133,339.60

Net Change Orders to Date: \$ 90,000.00

Contract Sum Prior to this C/O: \$ 223,339.60

This Change Order Request: \$ 38,132.76

New Contract Sum, Post C/O: \$ 261,472.36

Fiscal Year 97-98  
Appropriation: \$

Contract, Paid to Date: \$

Est. Appropriation Remaining: \$

EFFECTIVE DATE(S): Date Signed to 6-30-99

### REVIEW & APPROVAL:

\_\_\_\_\_  
DIVISION MANAGER DATE

\_\_\_\_\_  
FISCAL DATE

\_\_\_\_\_  
DEPARTMENT DIRECTOR DATE

\_\_\_\_\_  
BUDGET (MULTI-YEAR ONLY) DATE

\_\_\_\_\_  
DIRECTOR, ADMIN. SERVICES DATE

\_\_\_\_\_  
LEGAL DATE

**REGIONAL FACILITIES COMMITTEE REPORT**

**CONSIDERATION OF RESOLUTION NO. 98-2618, FOR THE PURPOSE OF AMENDING THE CONTRACT BETWEEN METRO AND DAVID EVANS AND ASSOCIATES (CONTRACT NO. 904969) FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE PENINSULA CROSSING TRAIL IN NORTH PORTLAND**

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**Date:** March 19, 1998

**Presented by:** Councilor McCaig

**Committee Action:** At its March 18, 1998 meeting, the Regional Facilities Committee unanimously recommended Council adoption of Resolution 98-2618. Voting in favor: Councilors McCaig, Naito and McFarland.

**Council Issues/Discussion:** Mel Huie of the Regional Parks and Greenspaces Department made the staff presentation. This resolution supports a change order to an existing contract with David Evans and Associates. The change order increases the contract amount by \$38,132.76, and extends the termination date of the contract by six months, to 6-30-1999. The new contract total will be \$261,472.36.

Mr. Huie went on to explain in response to several counselor's questions, that this change order, and one before it, was due to several unforeseen federal and state requirements and permits. For example, when federal funds (not originally planned for) were accepted to assist with this project, it created several significant oversight, permit, and staffing requirements, not originally foreseen. In addition, additional city and state transportation-related permit requirements became apparent only as permits were actually requested.

Mr. Huie said he did not expect additional change orders, but conceded that for a project of this scope, it was possible that unforeseen circumstances would require one. The committee agreed that was possible and would deal with any future requests on a case-by case basis.

The committee expressed satisfaction with the progress and ultimate completion of the project.

## Staff Report

### **CONSIDERATION OF RESOLUTION NO. 98-2618 FOR THE PURPOSE OF AMENDING THE CONTRACT BETWEEN METRO AND DAVID EVANS AND ASSOCIATES (CONTRACT NO. 904969) FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE PENINSULA CROSSING TRAIL IN NORTH PORTLAND**

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**Date: March 4, 1998**

**Presented by:**

**Charles Ciecko  
Jim Desmond**

#### **PROPOSED ACTION**

Resolution No. 98-2618 requests amendment of the existing contract between Metro and David Evans and Associates (Contract No. 904969) for design and construction management services of the Peninsula Crossing Trail in north Portland. Approving this resolution would increase the contract by \$38,132.76 because of additional services, design requirements and permits mandated by government agencies.

#### **FACTUAL BACKGROUND**

New tasks include additional design services to meet government drainage standards, obtaining permits from the city of Portland and Burlington Northern Santa Fe Railroad, coordination of public art along the trail, construction management services, inspection of construction work and materials, written reports to Oregon Department of Transportation (ODOT), and review and approval of time sheets of construction workers. The contract will end no later than June 30, 1999.

Acceptance of federal transportation funds – CMAQ (Congestion Mitigation Air Quality) – to build the trail increased construction oversight, reporting and inspection services.

#### **BUDGET IMPACT**

The additional fees of \$38,132.76 are within the available budget for contracted professional services in the Open Spaces Acquisition Division.

#### **EXECUTIVE OFFICER'S RECOMMENDATION**

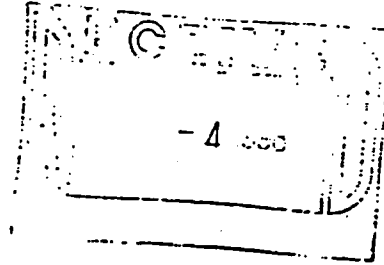
The Executive Officer recommends adoption of Resolution No. 98-2618.



DAVID EVANS AND ASSOCIATES, INC.

February 2, 1998

Mr. Mel Huie  
Metro  
Regional Parks and Greenspaces  
600 NE Grand Avenue  
Portland, Oregon 97232



2828 SW Corbett Avenue  
Portland, Oregon 97201  
Tel: 503.221.6663  
Fax: 503.223.2701

**SUBJECT: ADDITIONAL SERVICES FOR COMPLETING THE PENINSULA CROSSING TRAIL PROJECT**

Dear Mel:

On November 3, 1997 we proposed that, based on changes to the scope of work, it was necessary for DEA to request additional fees to complete the Peninsula Crossing Trail. Since that letter, additional items have been discovered. In order for DEA to provide Metro with the best possible service the following items are being requested because of the change to the original scope of work. The letter of November 3rd is reiterated along with additional items we have discovered.

Our original contract and the extra services DEA received for designing and managing the Peninsula Crossing Trail has not kept pace with the cost of completing this project. There are a number of reasons for this additional work. Briefly the reasons are: the engineering work for Carey Blvd., Columbia Court, and BES engineering and coordination with drawings; permitting for the EC Zone and Burlington Northern; artist coordination and selection; unanticipated expenses; and additional construction services.

**ROADWAY DESIGN**

Roadway design was originally estimated to be \$19,500.00. To date, this has cost \$29,000.00 including \$2,500.00 for geotechnical services (geotechnical work was required to determine drainage at Columbia Court and North Portland Road).

Reasons for this overrun can be attributed to the requirements and coordination needed to obtain a public works permit (for drainage) and drawing sign-off from the Bureau of Environmental Services (BES) for the first phase of the trail. DEA assumed BES participation in agency coordination meetings, and there were representatives from BES at the meetings. However, it appears these were not the review people for BES. Consequently, new drawings and a change in design for the drainage are now required. This includes a pre-application meeting and drawings to BES standards which are somewhat different than that which is already completed. The permitting requirements for BES have been completed at a fee cost to DEA of \$6,500. This time was not budgeted in our original fee or fees estimated to do the road design. The permit application costs have been billed to the PDOT agreement with Metro. The revised storm drainage plans were completed December 19, 1997. The drawings are presently being reviewed by BES.



Time spent on these items is \$9,500.00 for roadway design and engineering and \$6,500 for BES engineering, coordination, and revision to drawings.

#### **PERMITTING**

During the development of construction documents it was discovered that a portion of Carey Blvd. and the Hill property purchased by Metro are within a EC-Zone (this did not show up at the all-agency meeting prior to construction documents). This conservation zone required drawings, pre-application meetings and site visits to develop the application and submittals. This was not budgeted. Mary Dorman's time was shifted from public input to permitting. However, the graphics and meeting were not covered. Time spent on the C-Zone is \$2,550.00.

Burlington Northern Santa Fe railroad permits. Again Mary Dorman's time has been shifted to permitting, but again this did not cover all fee costs associated with developing the applications.

Time spent on the Railroad permits is \$900.00.

A grading permit and the development permit for the EC-Zone have required DEA to spend four additional hours at the permit center, and to pay the permit fees of \$195.00 and anticipated additional fees of approximately \$400.00. Fee expended and estimated for this phase is \$900.00.

#### **ARTIST SELECTION**

Selecting an artist for Peninsula Crossing Trail is an important part of the project. This was anticipated in DEA's original budget, but was not budgeted for in the final budget. To date DEA has used \$900.00 in fees for meetings and review of artist work. Coordination of the artist will continue through next spring and into construction. It is estimated that \$3,600.00 in additional fees will be needed to provide the coordination that is necessary to develop the artist concept and coordinate with the selected contractor.

#### **UNANTICIPATED EXPENSES**

Printing of mylars for the construction documents was done by Willamette Blueprint for DEA.

For the final drawings, ODOT supplied sets of half size drawings and specifications, but did not provide full size drawings. PDOT requested that a mylar set be given to them prior to sending the drawings to Salem-ODOT. Since ODOT does not release drawings once submitted, DEA also made a set of mylars for Metro's records. The cost of this printing is \$1,032.76. This additional expense was not anticipated in the original fee estimate.



Mr. Mel Huie  
February 2, 1998  
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**ADDITIONAL CONSTRUCTION SERVICES**

Based on the additional work done for BES and increased responsibilities taken on by DEA, construction services are anticipated to increase. Additional inspections will need to be done by our engineers to install the drainage per BES requirements. Additional coordination will be required between DEA and the contractor to insure the developments requested by BES are constructed as planned. The estimate to complete this work is \$5,950.00.

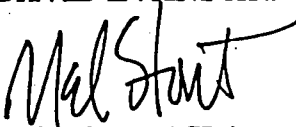
Administering the ODOT contract requires a tremendous amount of documentation. This was not entirely anticipated and may result in 2-4 hours weekly for the duration of the contract. The estimated fee for this work is \$7,200.00.


*Total fees and expenses for the additional services is estimated to be \$38,132.76.*

Please let me know if you have any questions regarding this proposal for additional fees. If you approve, please send a memo referring to this letter.

Sincerely,

**DAVID EVANS AND ASSOCIATES, INC.**

  
Mel J. Stout ASLA  
Client Manager

  
James A. Seeley, ASLA  
Project Manager

JASE:dmt

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