

A G E N D A

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METRO

Agenda

MEETING: METRO COUNCIL REGULAR MEETING
DATE: November 12, 1998
DAY: Thursday
TIME: 2:00 PM
PLACE: Council Chamber

Presenter

CALL TO ORDER AND ROLL CALL

1. **INTRODUCTIONS**

- a. **Friends of Forest Park Council Award**

Betsy Wright

2. **CITIZEN COMMUNICATIONS**

3. **EXECUTIVE OFFICER COMMUNICATIONS**

4. **AUDITOR COMMUNICATIONS**

5. **MPAC COMMUNICATIONS**

6. **CONSENT AGENDA**

- 6.1 Consideration of Minutes for the November 5, 1998 Metro Council Regular Meeting.

7. **ORDINANCES - FIRST READING**

- 7.1 **Ordinance No. 98-783**, For the Purpose of Granting a Franchise to Waste Management of Oregon for the Purpose of Operating a Solid Waste Facility Authorized to Receive Putrescible Wastes, Deliver Them Directly to Metro's Contract Disposal Operator, and to Conduct Other Activities.

- 7.2 **Ordinance No. 98-784**, For the Purpose of Granting a Franchise to Willamette Resources, Inc. for the Purpose of Operating a Solid Waste Facility Authorized to Receive Putrescible Wastes, Deliver them Directly to Metro's Contract Disposal Operator, and to Conduct Other Activities.

- 7.3 **Ordinance No. 98-785**, For the Purpose of Granting a Franchise to Pride Recycling Company for the Purpose of Operating a Solid Waste Facility Authorized to Receive Putrescible Wastes, Deliver Them Directly to Metro's Contract Disposal Operator, and to Conduct Other Activities.

8. RESOLUTIONS

- 8.1 **Resolution No. 98-2713**, For the Purpose of Authorizing Release of RFB # 98B-63-REM, For the Provision of Diesel Fuel. McFarland
- 8.2 **Resolution No. 98-2721A**, For The Purpose of Confirming Ed Gronke as a Citizen Alternate to the Metro Policy Advisory Committee (MPAC). McFarland
- 8.3 **Resolution No. 98-2723**, For the Purpose of Appointing Arthur Wagner, Pamela Ake, and Barbara Walker to Three Expiring Terms on the Metro Central Station Community Enhancement Committee. Washington
- 8.4 **Resolution No. 98-2724**, for the Purpose of Authorizing Amending the East Buttes/Boring Lava Domes Target Area Refinement Plan to Authorize Additional Land Acquisitions in the East Buttes. McFarland

9. **PUBLIC HEARING on possible movement of the Urban Growth Boundary with emphasis on Urban Reserve Sites 31 through 34. Testimony will also be accepted on any other urban reserve sites.**

- 9.1 **Ordinance No. 98-779A**, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in Urban Reserve Areas 43 and 47 of Washington County.
- 9.2 **Ordinance No. 98-788A**, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in Urban Reserve Area 55 of Washington County.
- 9.3 **Ordinance No. 98-786A**, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in the Sunnyside Area of Clackamas County.
- 9.4 **Ordinance No. 98-781A**, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in the Pleasant Valley Area of Clackamas County.
- 9.5 **Ordinance No. 98-782**, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in the Stafford Area of Clackamas County.
- 9.6 **Resolution No. 98-2726A**, For the Purpose of Expressing Council Intent to Amend the Urban Growth Boundary to Add Urban Reserve Areas 62, 63 and 65 in Washington County.
- 9.7 **Resolution No. 98-2728A**, For the Purpose of Expressing Council Intent to Amend the Urban Growth Boundary to Add Urban Reserve Areas 53, 54 and 55 to the Hillsboro Regional Center Area.
- 9.8 **Resolution No. 98-2729A**, For the Purpose of Expressing Council Intent to Amend the Urban Growth Boundary to Add Urban Reserve Areas 39, 41, and 42 in the Vicinity of Wilsonville.

10. COUNCILOR COMMUNICATION

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. Agenda 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 November 5, 1998 Metro Council Regular meeting minutes.

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

MINUTES OF THE METRO COUNCIL MEETING

November 5, 1998

Council Chamber

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

Councilors Absent:

Presiding Officer Kvistad convened the Regular Council Meeting at 2:02 p.m.

1. INTRODUCTIONS

None.

2. CITIZEN COMMUNICATION

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

None.

4. AUDITOR COMMUNICATIONS

Alexis Dow, Metro Auditor, briefed the Council on issues related to the Year 2000 Compliance and Metro's Financial Statements. She said Y2K was the familiar term given to the coming of January 1, 2000 and its effect on everything dependent upon computers. Deloitte and Touche had prepared a letter summarizing the assertions of Metro's management regarding activities Metro had taken with regard to Y2K and also disclaimed any assurances provided by them related to this issue because it was outside the scope of their audit. She noted that a letter had been submitted to the Council concerning this matter (a copy of which may be found in the permanent record of this meeting).

Deloitte and Touche had also discussed an accounting issue that became effective two weeks ago with Ms. Dow and Metro's management. The pronouncement was issued by the Government Accounting Standards Board requiring information regarding Metro, the effects of Y2K on Metro, what steps management was taking with regard to that issue and how far along was Metro in that process. She noted a problem arose because the auditors, under the auspices of AICPA, had taken the position that this information was unauditable because no one really knew what would happen until the passage of January 1, 2000. This was because computers and their technology were nearly invisible and pandemic in the environment so it was very difficult to assess. As a result, Deloitte and Touche would be qualifying their report on Metro. This was different than in the past where Metro had received an unqualified report. Their qualification would be limited to the Y2K issue. It was likely that all auditors would be qualifying their reports for government entities during this period. It was not expected to have any effect on

Metro's eligibility to receive the Achievement in Excellence in Financial Reporting Award (Metro had received this award the past several years because of the caliber of its financial statements.) It was likely that all governments would be receiving this qualification, there was the expectation that it would have a negligible effect on anything else that was dependent upon Metro's financial statements.

5. MPAC COMMUNICATION

Councilor McLain said that there was a subcommittee from MPAC meeting at 4:00 p.m. which was dealing with the Boundary Commission transition that was supposed to start in January of 1999. Councilor Monroe and herself had sat on this committee and had been the liaison from the council. She anticipated action by the chair of the subcommittee finishing up a product that could be reviewed at MPAC and recommendation made to Council. Secondly, she announced that there was a meeting of MPAC tonight to discuss land use issues that would be coming up before Council over the next month.

6. PRESIDING OFFICER COMMUNICATION

Presiding Officer Kvistad called for a personal point of privilege and said

"Over the last three years, I have been honored to have been elected by you as the Presiding Officer of the Metro Council. They have been rewarding years where we faced many challenges and have, as a group, made forward thinking, and innovative decisions about our regions future.

The successes we have had are due in no small part to the hard work and efforts of our staff. I am proud to say they are some of the best, brightest and most loyal people it has ever been my honor to work with. They are great partners.

This Council has worked diligently to accomplish what no other government in America has ever done. It has not been easy and it has not been, nor do I believe it can ever be, without disagreement. We have completed the 2040 growth concept, the future vision, the regional framework and developed regional urban reserves. We have lowered garbage fees saving millions. We have brought the Smithsonian Exhibit to Oregon and set a tour attendance record. We have grown and enhanced our Zoo and saved thousands of acres for future generations through our regional greenspaces program. Real results.

As for the politics of our regional government, it has been difficult to balance the needs of local government, regional priorities and state law within Metro's flawed governmental structure. It will come as no surprise to anyone here that I believe that members of the executive department have under-managed this agency. They have articulated policy positions that are out of step with the people of our community and with those of this council. I also believe we are in large part captive of special interest groups whose politics are too far to the left of center. In my view policies based on these narrow interests are costing people the opportunity to ever afford a home. These policy decisions are not representative of the community we serve and are presenting a great danger to Metro's existence.

As your Presiding Officer I have had a responsibility to this council to do my best to place the council's positions first, even at times before those in my district and the cities that I represent. I

believe I have served you well by doing this over the last three years yet this has created for me, a frustration, which has now become uncomfortable.

During my race last year, I met hundreds of people who said to me how, with your philosophy, can you support Metro? Why can't you stop Metro? I believe in a regional approach to problem solving in this community. I have not stepped away from my commitment to create a better region. But I continue to oppose the creation of a bigger, more intrusive regional government.

With Tuesday night's election the political tide will turn at Metro. It is time for those who represent a new majority to set their own political table. I have worked very hard to serve you with distinction and hopefully you feel I have served you well even when we have disagreed. I've tried never to place my personal priorities ahead of that of my fellow councilors during the time you have elected me to hold this gavel. It is also my hope that I have moved forward the public work of regional policy development with tolerance and good humor and have served the 1.5 million people of this region well from this chair.

With the changes in the Metro Charter in 1992 the council has become more powerful within the Metro system. With this stronger council the job of Presiding Officer has become a more controversial position. No one knows this better than me. It is a job that must protect the councils' authority, as well as create public policy and get that policy implemented. This has been a real challenge and while it has been difficult I thank you so much for having given me this opportunity.

I have made a decision. One which will free my fellow and future council partners to put a different stamp on this agency if they so choose. This decision will also allow me to actively pursue the things I believe in, and vigorously oppose the policies that I feel are damaging this community, without representing my views as that of the entire Metro Council. I can no longer do that as the Presiding Officer of the Metro Council.

So, before the annual battle even begins, before the first vote is promised, I want to announce that at the end of my tenure I will not pursue the position of Presiding Officer for a fourth consecutive term. So let the games begin.

Thank you for the wonderful honor and for the opportunity to serve you in this chair but come January I'm planning on taking a well deserved leadership vacation. Thank you for allowing me to take this moment of personal privilege."

7. CONSENT AGENDA

7.1 Consideration meeting minutes of the October 22, 1998 Regular Council Meeting.

Motion: **Councilor Washington** moved to adopt the meeting minutes of October 22, 1998 Regular Council Meeting.

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

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

8. ORDINANCES - FIRST READING

8.1 **Ordinance No. 98-779A**, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in Urban Reserve Areas 43 and 47 of Washington County.

Presiding Officer Kvistad assigned Ordinance No. 98-779A to Council.

8.2 **Ordinance No. 98-788A**, For the Purpose of Amending the Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in Urban Reserve Area 55 of Washington County.

Presiding Officer Kvistad assigned Ordinance No. 98-788A to Council.

8.3 **Ordinance No. 98-786A**, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in the Sunnyside Area of Clackamas County.

Presiding Officer Kvistad assigned Ordinance No. 98-786A to Council.

8.4 **Ordinance No. 98-781A**, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in the Pleasant Valley Area of Clackamas County.

Presiding Officer Kvistad assigned Ordinance No. 98-781A to Council.

8.5 **Ordinance No. 98-782**, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in the Stafford Area of Clackamas County.

Presiding Officer Kvistad assigned Ordinance No. 98-782 to Council.

8.6 **Ordinance No. 98-789**, For the Purpose of Amending the Regional Framework Plan in Ordinance No. 97-715B for Consistency with the UGB Procedures in Ordinance No. 98-772B and Declaring an Emergency.

Presiding Officer Kvistad assigned Ordinance No. 98-789 to Council.

9. ORDINANCES - SECOND READING - QUASI-JUDICIAL PROCEEDINGS

9.1 **Ordinance No. 98-778**, Approving Urban Growth Boundary Locational Adjustment Case 98-9 C.G.C. Persimmon, and adopting hearings officer's report including findings and conclusions.

Motion: **Councilor Morissette** moved to adopt Ordinance No. 98-778.

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

Councilor Morissette said the council had dealt with this ordinance and there was unanimous support to move this property into the Urban Growth Boundary. It met all of the standards and criteria. The hearings officer supported inclusion of the Persimmon property as well.

Presiding Officer Kvistad asked Legal Counsel to review the Quasi-Judicial Procedures for this ordinance and the opening of a public hearing.

Mr. Dan Cooper, Legal Counsel, said that the Council allowed the public to speak on this issue at the last Metro Council meeting. It was now before Council to vote and make a decision.

Presiding Officer Kvistad clarified that this ordinance did not require a public hearing at this point.

Mr. Cooper reiterated that the Council had held a public hearing, the record was closed and the argument time was over.

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

Councilor Morissette said that he would like to speak to the Urban Growth Boundary ordinances and resolutions after 9.4 was considered on the agenda in order to go over some of the issues on the urban reserves.

Presiding Officer Kvistad suggested that discussion occur after the legislation had been read into the record.

Councilor Morissette said he wanted to have an opportunity for discussion on UGB legislation and asked that the Presiding Officer allow him that opportunity after 9.4 was considered.

10. RESOLUTIONS

10.1 Resolution No. 98-2698, For the Purpose of Updating the Greenspaces Technical Advisory Committee.

Motion: **Councilor McFarland** moved to adopt Resolution No. 98-2698.

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

Discussion: **Councilor McFarland** said that this resolution came before the Regional Facilities Committee. There was testimony by Mr. Ciecko. This committee that served the function of advisory committee was formed in 1990 and there was considerable belief that the committee had changed to the point that the committee needed to be revamped. She reviewed the exhibits and noted that the committee would now be called GTAC and included the Regional Parks and Greenspaces Advisory Committee, the Metro Policy Advisory Committee, and Metro. She noted the representation on the committee and that it would be chaired by the Director of the Regional Parks and Greenspaces Department and staff would be furnished by that department as well. This resolution was an effort to update this committee and make it responsive to what the needs were now. She noted that at the end of four years this committee sunsets, the Council would have an opportunity to review the structure of the committee again in four years. She urged support of this resolution.

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

10.2 **Resolution No. 98-2705**, For the Purpose of Amending the Metropolitan Transportation Improvement Program to Include the TEA-21 High Priority Projects.

Motion: **Councilor Washington** moved to adopt Resolution No. 98-2705.

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

Discussion: **Councilor Washington** said that this legislation was what used to be the old ISTEA. These were the MTIP funds and projects for the next six years of the ISTEA funding. This resolution allowed allocation of funding for the next six years on 10 projects. This resolution had been recommended and approved by both TPAC and JPACT with a do pass recommendation from each committee. He urged Council's support of this resolution.

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

10.3 **Resolution No. 98-2707**, For the Purpose of Amending the 1995 Interim Federal Regional Transportation Plan to Redesignate the National Highway System Link Through Forest Grove from Highway 8 to the Forest Grove Bypass.

Motion: **Councilor McLain** moved to adopt Resolution No. 98-2707.

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

Discussion: **Councilor McLain** said that the title explained this resolution, it updated the Regional Transportation Plan to indicate a new designated route. This was a project that had been on the books for 19 years that would start construction in the spring. This resolution allowed recognition of the new bypass through Forest Grove. This would allow that particular designation to receive national highway system funds if they became available if there was a project along that particular route. JPACT and Transportation Committee had reviewed this resolution.

Presiding Officer Kvistad noted that Councilor McLain had been waiting a long time for this resolution to come forward. He supported the bypass resolution as well.

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

10.4 **Resolution No. 98-2719A**, For the Purpose of Authorizing Issuance of the Request for Proposals for Design Services for the M. James Gleason Boat Ramp and Broughton Beach Improvement.

Motion: **Councilor McCaig** moved to adopt Resolution No. 98-2719A.

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

Discussion: **Councilor McCaig** reviewed that the Council had gone through a lengthy process to approve the M. James Gleason Boat Ramp Master Plan. Included in the

master plan were three improvements, 1) to improve the day use beach area, 2) to improve the marine facility, and 3) to improve boat access to the existing facility. This resolution would authorize issuance of a request for proposal for the design and engineering services for the master plan. Then it would authorize the Executive, after the Port of Portland had entered into the land agreement that was part of the master plan, to sign the contract and go forward with implementation. She noted the amended version of the resolution and explained that at the time the resolution came before the committee, they believed that the Port would have acted on the land transfer. The Port met once a month and they wanted to make sure that the land transfer occurred prior to any contract being signed with the design review and engineering services. She supported the amended resolution.

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

Presiding Officer Kvistad noted that the next three resolution had come forward from the Growth Management Committee. These were for discussion only and no action would taken on these items today. Action would be taken on December 3rd.

Councilor Morissette said he felt that Councilor Kvistad had done a great job as Presiding Officer. He was sorry to see that he would not be running for the position again. He felt that Metro would not be the same place without Jon Kvistad in leadership.

Councilor Morissette continued by saying that the resolutions being read into the record today were the proposals for the Urban Growth Boundary expansion. He wanted to step back a minute because he had voted against a fair number of those pieces of legislation in the Growth Management Committee. Earlier in the year it didn't seem like the Council was moving along in a process that would allow, his major goals to happen, which was to move the boundary. He said that there was a real reason why it was important that this action happen because, as we move through this process, if it was not as it was designed to be, based on what the needs were in the political as well as human realities in this region, we could get ourselves into a pickle. Some of the proposals that would be coming forward did not meet all of the standards that he would have wanted but this was a real world that he was dealing with for the balance of the month and a half that he would serve as a Metro Councilor. The goal was to move the boundary this year as well as meet the state law and hopefully create a reasonable process for the future. He thought a lot of people in the region lived under the concept that if the boundary move didn't happen maybe it would just go away. If there was consequences to people's actions sometime they had a different perspective on how they put things together. Councilors McLain, McFarland and he had proposed a certain set of resolutions and ordinances, based on whether they were in their jurisdiction or not, that represented a lot of compromise and a lot of effort to try and keep an eye on the ball and move the boundary forward so that there was as much local support as possible. He was very proud of the ordinances and resolutions that Councilors McLain, McFarland and he had put forward. He added that Councilor Washington had supported all but one of the resolutions as well.

The reality, as the Council started out, was that it was important for MPAC to be part of the process because MPAC was the local partner that would actually implement the plan that the Council was proposing. There was a lot of work that went into implementation before the first home was built. He also adhered to the concept that 16,000 to 17,000 housing units met the concept of compromise. He said they could argue the need but the reality was if there was no compromise as the Council move forward, the Council may not accomplish its goals. It was his

hope as the Council went through this process that they kept this concept of compromise in mind. If a local government was not in support of the Council they could mess stuff up. He thought local governments needed to be with the Council or the process won't happen.

He could debate the density, the growth direction or the housing unit numbers but the reality was that Metro had a Code. He had a goal to get something done. He took that into account with the compromises they had made with these proposals. It was not easy to compromise but the proposals represented that compromise. Master planning was important, even if he believed the densities were different, without that master planning a hodge podge of growth would occur. The goal of master planning was important to Councilor Morissette to what ever reasonable amount the Code required. Fairness to all parts of the region was important. He felt there was many times where he thought most of that growth would end up down in his district where the roads were at capacity and they would have a very hard time getting people to commute to where the jobs were in Washington County and in Wilsonville. This package took that fairness into account. They could argue that Stafford and Site 65 in northern Washington County were great places to grow into but he did not just get to have the process where all his goals were met. The proposals that these councilors had put forward took a lot of time and energy and were a reflection of balanced proposals. He could still argue his points about density and the amount needed for land in Washington County but choices had to be made. Current plans were causing sprawl, in Clark County there was 42% of the housing growth and 18% of the jobs. Estacada, Sandy and even Salem were becoming suburbs to Portland because people would drive to get what they wanted and could afford.

He was disappointed at the last Growth Management Committee because he felt that he was put in a position of having to be against some areas but he had to, to keep the coalition that he had been working with together to come up with some kind of a conclusion because he did not want to try and go for it all and end up with nothing. He believed that Stafford, Lake Oswego and West Linn needed to do their fair share of growth but was there really a need for 10 units an acre in these areas? He felt that this density was too high. Governance was not there yet but Metro didn't need to deal with the governance issues yet, Metro didn't need to be big brother so that they were in a situation forcing someone to do something they were not prepared to do. As the Council moves forward, there was enough land to make it all work and still have fair distribution in the proposals that had been made. So, he had opted for what made sense.

In summary, the goal was to get something done, bringing along as many people as possible, including local partnerships and interests groups. No one was perfectly happy with all of the proposals but it was a balanced approach to the proposals being made and to working with local governments. MPAC did matter, local government support was critical, master planning was important, the need, whether right or wrong, was what the majority had determined, the need was being met with proposals that included fairness in distribution. He felt each of these councilors had done a good job of considering all of the factors. As the Council went forward to consider each one of these resolutions and ordinances it was his hope that the Council would take what he had said into account.

He then spoke to the region and said, and for those out there that wonder why he had not supported their individual pieces of property, it was difficult to say no but the reality was if he had tried to get more land he did not think he would have been successful so he was trying to compromise.

Councilor McLain suggested to the Council that they utilized several aids to have a better understanding of what materials had come out of the Growth Management Committee. One, was the spreadsheet prepared by Council Analyst, Michael Morrissey. It had the site number, the resolution or ordinance number, whether it was first tier, if it was in the Metro jurisdictional boundary and how many acres, the number of dwelling units from the productivity study and the job productivity found in that particular area per the staff report. She noted the binder that Ms. Wilkerson of Growth Management Services had submitted to Council which reviewed Goals 2 and 14 for each site. This information was part of the councilors review as they put forward the resolutions and ordinances at the Growth Management Committee. There was also governance and planning issues, narrations and testimony that had been heard at the Growth Committee and would continue to be heard at the Council public hearings. All of these items would be part of the record for development of the findings. She complimented Mr. Morissette on the processes he had gone through, starting with the goals he had already mentioned 1) good partnering with the local jurisdictions and whether they would be ready to govern and serve, 2) making sure we met state law and the Metro Code as those issues had been prioritized and 3) good planning had to come first as far as what land was first considered to be brought into the UGB. It was her hope that the public understood that half of the need would be decided in 1998 and there would still be properties back at the committee level for consideration in 1999, she reinforced that the decisions in 1998 were not the end of the process but the first half of the process.

10.5 **Resolution No. 98-2726A**, For the Purpose of Expressing Council Intent to Amend the Urban Growth Boundary to Add Urban Reserve Areas 62, 63 and 65 in Washington County.
(For Discussion Only - No final action)

William Cox, Attorney representing Heritage Homes, 0244 SW California, Portland, OR 97219 submitted a public testimony card asking to testify on this resolution. He was informed that there was no public hearing being held. He asked that his request be placed into the record.

10.6 **Resolution No. 98-2728A**, For the Purpose of Expressing Council Intent to Amend the Urban Growth Boundary to Add Urban Reserve Areas 53, 54, and 55 to the Hillsboro Regional Center Area. *(For Discussion Only - No final action)*

10.7 **Resolution No. 98-2729A**, For the Purpose of Expressing Council Intent to Amend the Urban Growth Boundary to Add Urban Reserve Areas 39, 41, and 42 in the Vicinity of Wilsonville. *(For Discussion Only - No final action)*

11. **CONTRACT REVIEW BOARD**

11.1 **Resolution No. 98-2716**, For the Purpose of Amending the Contract Between Metro and EcoNorthwest for the Technical Portion of the Traffic Relief Options Study.

Motion: **Councilor Washington** moved to adopt Resolution No. 98-2716.

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

Discussion: **Councilor Washington** called **Ms. Bridget Wiegart**, Congestion Pricing Program Supervisor, to review the amendment to the contract on the traffic demand study.

Ms. Wieghart said that this study was looking at congestion pricing for the region as part of a federal pilot program. This resolution would add money to the EcoNorthwest contract, the technical consultant on the study. She reviewed the background, the study also involved the development travel forecasting model. As a result to doing significant work to this project, the travel forecasting department had received significant funding as part of a pilot program to take it even further. This project required major changes to the travel forecasting model in order to evaluate pricing because you needed to look at both the response to pricing as well as changes in terms of modes, time of day, destination, etc. There was rather substantial changes to the model that have been involved. The reason why they were requesting this change in the EcoNorthwest contract now was due to an amendment to add funds, \$24,500 because the main modeler on the study passed away suddenly and because some of the work needed to be redone because it was inaccessible. This work was completed but the money had to be added to the contract. This resolution requested a smaller amount of money, \$19,656 for EcoNorthwest to complete the technical work. The reason for the increase, as a result for the need to have an extensive public outreach process, they had developed a task force of citizens to direct the study. Through the course of the work they had looked at a lot more options than they had originally anticipated. They started out thinking they would do a cursory review of range of different types of options and they ended up doing a more detailed review. They looked at over 40 different locations and types of pricing options. At the time they made that decision to do this more extensive review, they didn't think it would have a budget impact because the consultants were anticipating doing a fairly cursory review of most of the options to get down to a smaller set of 8 to 10 options which were anticipated to be modeled. However, the technical advisory committee which represented all of the jurisdictions, had a hard time agreeing on some assumptions as to how different types of options would perform without modeling. So they ended up modeling about thirty of the options in a preliminary way. At that time they thought they could make some other cuts, Ms. Wieghart took on some more project management work from the consultant. The technical advisory committee reviewed some of the options themselves, however, because of the changes in the demand model, the travel forecasting model, the consultants had to revise their post-processing model substantially as well. So a lot of the savings were not able to be achieved.

This resolution asked that \$19,656 be shifted within the study budget. They were not asking for new money.

Councilor McFarland asked where the \$19,656 was coming from.

Ms. Wieghart said the jurisdictions that were participating in the technical advisory committee each had an intergovernmental agreement with Metro. They had estimated at the beginning that each jurisdiction would need about \$25,000 but they didn't need as much so they agreed to let Metro have some of this money for the consultants.

Councilor Washington asked if this was the third amendment to the program.

Ms. Wieghart said yes, this was the third amendment, but the second with a monetary request.

Councilor Washington added that these were funds from the \$1.2 million joint ODOT Metro Federal Grant.

Ms. Wieghart concurred.

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

12. COUNCILOR COMMUNICATION

Councilor McLain invited any councilors to the WRPAC meeting next Monday at 1:30 p.m., they would be starting on the Goal 5 work.

Presiding Officer Kvistad said there were three new members of the council elected. Councilor Monroe's position would be certified and he would be immediately sworn in, the other three councilors would be sworn in on January 7, 1999. He said the last Metro Council meeting for the year would be on December 17, 1998. On that date he invited everyone to a reception for those councilors who would be leaving.

Councilor McLain said in connection with that particular event they were hoping to have a volunteer recognition and celebration as well for those who had been serving on advisory committees.

Presiding Officer Kvistad said that this had not been finalized but it may in fact be the case.

Councilor Washington advised the Council that the Affordable Housing Task Force had been working hard, meeting twice a month with subcommittees meeting more often. They had chosen a permanent chair, Commissioner Diane Linn of Multnomah County.

Councilor McCaig reviewed the outcome of the light rail measure. She had been involved in that campaign. The preliminary results from the absentees had it continuing to lose in Washington County. This was a big surprise. The original hope started out at about 68% turnout. The final turnout was about 57%. The vote was currently dead even. By law the vote had to be counted by Friday at 4:00 p.m. She was hopeful the results would be positive.

13. ADJOURN

There being no further business to come before the Metro Council, Presiding Officer Kvistad adjourned the meeting at 2:50 p.m.

Prepared by,

Chris Billington
Clerk of the Council

Document Number	Document Date	Document Title	TO/FROM
110598c-01	11/5/98	Letter and attachments from Alexis Dow, Auditor concerning Deloitte and Touche letter summarizing management's assertions and disclaiming assurances regarding Metro's Year 2000 activities	TO: Metro Council FROM: Alexis Dow, Auditor

Agenda Item Number 7.1

Ordinance No. 98-783, For the Purpose of Granting a Franchise to Waste Management of Oregon for the Purpose of Operating a Solid Waste Facility Authorized to Receive Putrescible Wastes, Deliver Them Directly to Metro's Contract Disposal Operator, and to Conduct Other Activities.

First Reading

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF GRANTING A	)	ORDINANCE NO. 98-783
FRANCHISE TO WASTE MANAGEMENT OF OREGON)	
FOR THE PURPOSE OF OPERATING A SOLID	)	Introduced by Mike Burton,
WASTE FACILITY AUTHORIZED TO RECEIVE	)	Executive Officer
PUTRESCIBLE WASTES, DELIVER THEM DIRECTLY)	
TO METRO'S CONTRACT DISPOSAL OPERATOR,)	
AND TO CONDUCT OTHER ACTIVITIES.)	

WHEREAS, Metro Code Section 5.01.045(c)(4) stipulates that a Metro Solid Waste Franchise is required for any person owning or controlling a facility from which putrescible solid waste is delivered directly to Metro's contract operator for the disposal of putrescible waste; and

WHEREAS, Waste Management of Oregon currently holds Metro Solid Waste Facility License Number L-001-96 to operate Recycle America Material Recovery Facility, a solid waste facility authorized to receive wastes including nonputrescible wastes but specifically excluding putrescible wastes; and

WHEREAS, Waste Management of Oregon has applied for authorization to receive putrescible wastes and to deliver them directly to Metro's contract operator for the disposal of putrescible waste subject to the requirements of Metro Code including Section 5.01.127 governing the activity of direct-haul; and

WHEREAS, Waste Management of Oregon has applied for authorization to receive source-separated organic materials and to deliver them to approved composting sites; and

WHEREAS, Waste Management of Oregon has participated in a pre-application conference as required by Metro Code Section 5.01.055; and

WHEREAS, Waste Management of Oregon has filed a franchise application pursuant to Metro Code Section 5.01.060 authorization to receive putrescible wastes and to directly deliver them to Metro's contract operator for the disposal of putrescible waste; and

WHEREAS, Waste Management of Oregon has provided the information required in the application in the form specified by the Executive Officer; and

WHEREAS, Waste Management of Oregon has requested a variance from a part of the performance standard for direct hauling of putrescible waste listed in Metro Code Section 5.01.0127(c)(3); and

WHEREAS, The Executive Officer has reviewed and investigated the application of Waste Management of Oregon as required by Metro Code Sections 5.01.070(a)—(b); and

WHEREAS, The Executive Officer has formulated recommendations on the criteria listed in Metro Code Section 5.01.070(c); and

WHEREAS, The Executive Officer has recommended that the franchise be granted together with specific conditions, and has forwarded those recommendations and conditions to the Council as required by Metro Code Section 5.01.070(d); and

WHEREAS, The Executive Officer has reviewed and investigated the application for a variance from direct-haul performance standards, has recommended that the variance be denied, and has forwarded that recommendation to the Council as required by Metro Code Sections 5.01.110(a) and 5.01.110(b); and

WHEREAS, The Council finds that:

(1) All procedures for application and review pursuant to Metro Code Chapter 5.01 have been followed properly; and

(2) Granting the franchise will be consistent with the Regional Solid Waste Management Plan; and

(3) Granting the franchise will result in lower net system costs; and

(4) Granting the franchise will be unlikely to unreasonably adversely affect the health, safety and welfare of the District's residents; and

(5) Granting the franchise will be unlikely to unreasonably adversely affect nearby residents, property owners or the existing character or expected future development of the surrounding neighborhood; and

(6) The applicant has demonstrated the strong likelihood that it will comply with all the requirements and standards of Metro Code Chapter 5.01; the administrative procedures and performance standards adopted pursuant to Metro Code Section 5.01.132; and all other applicable local, state, federal laws and rules, regulations, ordinances, orders or permits pertaining in any manner to the franchise; and

(7) The applicant has not met the burden of proof showing that the purpose and intent of performance standard for direct hauling of putrescible waste listed in Metro Code Section 5.01.0127(c)(3) can be achieved without compliance; and

(8) It is necessary that this ordinance take effect immediately pursuant to Sections 39(1) of the Metro Charter, as the nuisance impacts from solid waste facilities adversely affect the health, safety and welfare of the public; and a purpose of the franchise is to protect the health, safety and welfare of the public; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. A franchise is granted to Waste Management of Oregon to own and operate a solid waste facility as described in Exhibit "A" to this Ordinance, "Solid Waste Facility Franchise," subject to the terms, conditions, and limitations contained therein.
2. A variance from the performance standards of Metro Code Section 5.01.0127(c)(3) is denied.
3. The Executive Officer is authorized to issue the Solid Waste Facility Franchise, attached as Exhibit "A" to this Ordinance, to Waste Management of Oregon.
4. Within 60 days of issuance of the Solid Waste Facility Franchise, Waste Management of Oregon shall provide financial assurance in the form of a performance bond or corporate assurance in the amount of \$25,000 for the cost of an orderly and environmentally safe closure at any time during the active life of the facility.
5. An emergency having been declared for the reasons stated above, this Ordinance shall take effect immediately, pursuant to Section 39(1) of the 1992 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

SOLID WASTE FACILITY FRANCHISE**Number F-001-98****Issued by****Metro****600 NE Grand Avenue****Portland, OR 97232****Telephone: (503) 797-1650****Issued in accordance with the provisions of Metro Code Chapter 5.01**

FRANCHISEE: Waste Management of Oregon 869 NW Eastwind Drive Troutdale, Oregon 97060 (503) 667-5264 FAX (503) 667-6237	FACILITY NAME AND LOCATION: Recycle America 869 NW Eastwind Drive Troutdale, Oregon 97060
OPERATOR: Waste Management of Oregon 869 NW Eastwind Drive Troutdale, Oregon 97060 (503) 667-5264 FAX (503) 667-6237	PROPERTY OWNER: TDK Corp. P.O. Box 566 Troutdale, Oregon 97060 (503) 666-2896

This franchise is granted to the franchisee named above and is not transferable. Subject to the conditions stated in this franchise document, the franchisee is authorized to operate and maintain a solid waste facility, and to accept the solid wastes and perform the activities authorized herein.

Franchise begins: December 31, 1998

Expiration: December 31, 2003

Signed:

Acceptance & Acknowledgement of Receipt:

Signature_____
Signature of Franchisee_____
Mike Burton, Metro Executive Officer_____
Print name and title_____
Print name and title_____
Date_____
Date



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1.0 ISSUANCE

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|------------|--|--|----------------|
| 1.1 | Franchisee | Waste Management of Oregon, Inc.
869 NW Eastwind Drive
Troutdale, OR 97060 | (503) 667-5264 |
| 1.2 | Contact | Garry L. Penning, District Manager | |
| 1.3 | Franchise Number | When referring to this franchise, please cite:
Metro Solid Waste Facility Franchise Number F-001-98 | |
| 1.4 | Term | Franchise effective: December 31, 1998

Franchise expires: December 31, 2003 | |
| 1.5 | Facility name and mailing address | Recycle America
869 NW Eastwind Drive
Troutdale, OR 97060 | (503) 667-5264 |
| 1.6 | Operator | Waste Management of Oregon, Inc.
869 NW Eastwind Drive
Troutdale, OR 97060 | (503) 667-5264 |
| 1.7 | Facility legal description | Charles Fezett Donation Land Claim lying within Section 27,
Township 1N, Range 3E, Willamette Meridian
Multnomah County, State of Oregon | |
| 1.8 | Facility owner | TDK Corp.
P.O. Box 566
Troutdale, OR 97060 | (503) 666-2896 |
| 1.9 | Permission to operate | Franchisee warrants that it has obtained the property owner's consent to operate the facility as specified in this franchise. | |



2.0 CONDITIONS AND DISCLAIMERS

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| 2.1 | Guarantees | The granting of this franchise shall not vest any right or privilege in the franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise. |
| 2.2 | Non-exclusive franchise | The granting of this franchise shall not in any way limit Metro from granting other solid waste franchises within the District. |
| 2.3 | Property rights | The granting of this franchise does not convey any property rights in either real or personal property, nor does it authorize any injury to private property or invasion of property rights. |
| 2.4 | No recourse | The franchisee shall have no recourse whatsoever against the District or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event the franchise or any part thereof is determined to be invalid. |
| 2.5 | Release of liability | Metro, its elected officials, employees, or agents do not sustain any liability on account of the granting of this franchise or on account of the construction, maintenance, or operation of the facility pursuant to this franchise. |
| 2.6 | Binding nature | The conditions of this franchise are binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors and agents. |
| 2.7 | Waivers | To be effective, a waiver of any terms or conditions of this Franchise must be in writing and signed by the Metro Executive Officer. |
| 2.8 | Effect of waiver | Waiver of a term or condition of this Franchise shall not waive nor prejudice Metro's right otherwise to require performance of the same term or condition or any other term or condition. |
| 2.9 | Choice of law | The Franchise shall be construed, applied and enforced in accordance with the laws of the State of Oregon. |
| 2.10 | Enforceability | If any provision of this Franchise 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 this Franchise shall not be affected.

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| 2.11 | Franchise not a waiver | Nothing in this franchise shall be construed as relieving any owner, operator, or franchisee from the obligation of obtaining all required permits, licenses, or other clearances and complying with all orders, laws, regulations, reports or other requirements of other regulatory agencies. |
| 2.12 | Franchise not limiting | Nothing in this franchise is intended to limit the power of a federal, state, or local agency to enforce any provision of law relating to the solid waste facility that it is authorized or required to enforce or administer. |
| 2.13 | Inadvertent composting | Nothing in this franchise is intended to authorize or establish standards or otherwise approve of inadvertent composting resulting from the storage of organic materials. |
| 2.14 | Definitions | Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01. |

3.0 AUTHORIZATIONS

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| 3.1 | Purpose | This section of the franchise describes the wastes that the franchisee is authorized to accept at the facility, and the activities the franchisee is authorized to perform at the facility. |
| 3.2 | General conditions on solid wastes | The franchisee is authorized to accept at the facility only the solid wastes described in this section. The franchisee is prohibited from knowingly receiving any solid waste not authorized in this section. |
| 3.3 | General conditions on activities | The franchisee is authorized to perform at the facility only those activities that are described in this section. |
| 3.4 | Putrescible waste | The franchisee is authorized to accept putrescible waste for the purpose of delivering said putrescible waste to a disposal site authorized by this franchise; or for the purpose of transfer to a solid waste facility or disposal site designated by Metro Code Chapter 5.05 to accept putrescible waste. |



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| 3.5 | Non-putrescible waste | The franchisee is authorized to accept "dry" non-putrescible solid wastes such as waste generated by non-residential generators and waste generated at construction and demolition sites, for the purpose of material recovery. |
| 3.6 | Source-separated recyclables | The franchisee is authorized to accept source-separated recyclable materials for purposes of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for marketing. |
| 3.7 | Inert materials | The franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes. |
| 3.8 | Source-separated yard debris | The franchisee is authorized to accept source-separated yard debris for transfer to a yard debris facility, a DEQ-permitted composting facility or other DEQ-permitted processing facility. The franchisee shall keep source-separated yard debris separate from other solid waste at the facility and shall provide records showing that source-separated yard debris is delivered to a composting or processing facility, and not disposed of. |
| 3.9 | Source-separated organic materials | The franchisee is authorized to accept organic materials for the purpose of transfer to a DEQ-permitted composting facility or other DEQ-permitted processing facility. Organic materials may be accepted only if they (a) have been separated from other solid waste by the generator prior to delivery to the facility, and (b) are suitable for controlled biological decomposition such as for making compost. The franchisee shall keep source-separated organic material separate from other solid waste at the facility and shall provide records showing that the source-separated organic materials are delivered to a composting or processing facility, and not disposed of. |
| 3.10 | Contaminated soils | The franchisee is authorized to accept contaminated soil for transfer to a DEQ permitted disposal site that is authorized to accept contaminated soil. |
| 3.11 | Special wastes and other wastes | The franchisee is authorized to accept various special wastes for transfer as authorized by DEQ Disposal Site Permit Number 459 including but not limited to filter cake, zircon sand and other sandblasting media, dewatered industrial sludge residue, waste from pollution control devices, charcoal air/water filters, ceramic castings, metal shavings, and refractory brick and other wastes |



with similar characteristics; and other wastes such as street sweepings, catch basin residue, and similar clean-up wastes.

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| 3.12 | Direct haul | The franchisee is authorized to deliver putrescible waste directly from the facility to Metro's contract operator for disposal of putrescible waste, subject to any conditions, limitations or performance standards specified in this franchise document, in Metro Code or in administrative procedures adopted pursuant to Metro Code Chapter 5.01. |
| 3.13 | Incidental recovery | The franchisee is authorized to perform "low-level" material recovery on putrescible waste, provided that these material recovery efforts are incidental to the activity of transferring the putrescible waste, and are limited to the gleaning of easily-extractable recyclable or reusable materials from the waste. |
| 3.14 | Deliveries not limited | This franchise does not limit the quantity of authorized solid wastes or other materials that may be accepted at the facility. |

4.0 LIMITATIONS AND PROHIBITIONS

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| 4.1 | Purpose | This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility. |
| 4.2 | Limit on disposal | The franchisee shall dispose of no more than 50,000 tons of putrescible waste and processing residual, as a combined total, within each calendar year. |
| 4.3 | Prohibited waste | The franchisee shall not knowingly accept or retain any material amounts of the following types of wastes: materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; or any waste prohibited by the franchisee's DEQ Disposal Site Permit. |
| 4.4 | Material recovery required | The franchisee shall perform material recovery on "dry" non-putrescible wastes such as waste generated by non-residential generators and waste generated at construction and demolition sites, or deliver said "dry" non-putrescible wastes to a solid waste facility whose primary purpose is to recover useful materials from solid waste. |



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| 4.5 | Prohibition on mixing | The franchisee shall not mix any source-separated recyclable materials, yard debris or organic materials brought to the facility with any other solid wastes. Recyclable materials recovered at the facility may be combined with source-separated recyclable materials for transfer to markets, processors, or another solid waste facility that prepares such materials for reuse or recycling. |
| 4.6 | No disposal of recyclable materials | Source-separated recyclable materials, yard debris or organic materials accepted at the facility may not be disposed of by landfilling or incineration. |
| 4.7 | Origin of putrescible waste | The franchisee shall accept putrescible waste that originates within the Metro boundary only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste. |
| 4.8 | Limits not exclusive | Nothing in this section of the franchise shall be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit. |

5.0 OPERATING CONDITIONS

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| 5.1 | Purpose | This section of the franchise describes criteria and standards for the operation of the facility. |
| 5.2 | Qualified Operator | The franchisee shall provide an operating staff qualified to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01. |
| 5.3 | Enclosed operations | All handling, processing, compaction or other forms of managing putrescible wastes shall occur inside facility buildings. |
| 5.4 | Operating plan | The franchisee shall establish and follow procedures for accepting, managing and processing loads of solid waste received at the facility. Such procedures must be in writing and in a location where facility personnel and the Executive Officer can readily reference them. The franchisee may, from time to time, modify such procedures. The procedures shall include at least the following: |



- a. Methods of notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility;
- b. Methods of inspecting incoming loads for the presence of prohibited or unauthorized waste;
- c. Methods for managing and transporting for disposal at an authorized disposal site each of the prohibited or unauthorized wastes if they are discovered at the facility;
- d. Objective criteria for accepting or rejecting loads.

5.5 Managing prohibited wastes

Upon discovery, all prohibited or unauthorized wastes shall be removed or managed in accordance with procedures established in the Operating Plan.

5.6 Managing authorized wastes

All authorized solid wastes received at the facility must, within 24-hours from receipt, be either (a) processed, (b) appropriately stored, or (c) properly disposed of.

5.7 Storage

Stored materials and solid wastes shall be suitably contained and removed at sufficient frequency to avoid creating nuisance conditions or safety hazards. Storage areas must be maintained in an orderly manner and kept free of litter.

5.8 Litter and airborne debris

The franchisee shall operate the facility in a manner that is not conducive to the generation of litter and airborne debris. The franchisee shall:

- a. Take reasonable steps to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit.
- b. Construct, maintain, and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit.
- c. Keep all areas within the site and all vehicle access roads within $\frac{1}{4}$ mile of the site free of litter and debris.

5.9 Odor

The franchisee shall operate the facility in a manner that is not conducive to the generation of odors. The franchisee shall:

- a. Clean the areas and equipment that come into contact with solid waste on a regular basis.
- b. Establish and follow procedures for minimizing odor at the facility. Such procedures must be in writing and in a location



where facility personnel and Metro inspectors can readily reference them. The franchisee may modify such procedures from time to time. The procedures shall include at least the following: (1) methods that will be used to minimize, manage, and monitor all odors of any derivation including malodorous loads received at the facility, (2) procedures for receiving and recording odor complaints, and (3) procedures for immediately investigating any odor complaints in order to determine the cause of odor emissions, and promptly remedying any odor problem at the facility.

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| 5.10 | Vectors | The franchisee shall operate the facility in a manner that is not conducive to infestation of rodents, insects, or other animals capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another. |
| 5.11 | Noise | The franchisee shall operate the facility in a manner that controls the creation of excessive noise to the extent necessary to meet applicable regulatory standards and land-use regulations. |
| 5.12 | Water quality | <p>The franchisee shall:</p> <ul style="list-style-type: none">a. Operate and maintain the facility to prevent contact of solid wastes with stormwater runoff and precipitation.b. Dispose of contaminated water and sanitary sewage generated onsite in a manner complying with local, state, and federal laws and regulations. |
| 5.13 | Public Access | Public access to the facility shall be controlled as necessary to prevent unauthorized entry and dumping. |
| 5.14 | Signage | <p>The franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, legible, and shall contain at least the following information:</p> <ul style="list-style-type: none">a. Name of the facilityb. Address of the facility;c. Emergency telephone number for the facility;d. Operating hours during which the facility is open for the receipt of authorized waste;e. Fees and charges;f. Metro's name and telephone number 797-1650; andg. A list of all authorized and prohibited wastes. |



- 5.15 Complaints** The franchisee shall respond to all written complaints on nuisances (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors). If franchisee receives a complaint, franchisee shall:
- Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of unsuccessful attempts; and
 - Log all such complaints by name, date, time and nature of complaint. Each log entry shall be retained for one year and shall be available for inspection by Metro.
- 5.16 Access to franchise document** The franchisee shall maintain a copy of this Metro Solid Waste Facility Franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.

6.0 PERFORMANCE STANDARDS FOR DIRECT HAULING

- 6.1 Purpose** This section of the franchise describes the standards with which the franchisee must comply for putrescible waste that is delivered directly from the facility to Metro's contract operator for disposal of putrescible waste.
- 6.2 Compliance with Arlington regulations** All solid waste transported through the city limits of Arlington, Oregon, shall be subject to any routing, timing, parking or other operational requirements established by the city of Arlington.
- 6.3 Compliance with other regulations** All equipment shall fulfill all federal, state, and local regulations. In addition, the use of exhaust brakes shall be prohibited altogether.
- 6.4 Transport in sealed containers** All solid waste shall be transported in completely sealed containers with leak-proof design considered wind-, water-, and odor-tight, and shall be capable of withstanding arduous, heavy-duty, repetitive service associated with the long-haul transport of solid waste. Containers using tarps or flip-tops are prohibited. Any spillage from the transport vehicles is prohibited.
- 6.5 Average payloads** The average weight of solid waste payloads transported during each calendar month shall be no less than 25 tons.



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| 6.6 | Limits on staging areas | Any staging areas used shall be located in areas outside or excluded from the Columbia River Gorge National Scenic Area (NSA). |
| 6.7 | Limits on stopping points | All transport vehicles shall use only designated stopping points outside the Columbia River Gorge NSA except in cases of emergency. |
| 6.8 | Limits on use of public facilities | Use of rest areas, turnouts, scenic vista points, and state parks shall be limited to cases of emergency. |
| 6.9 | Limits on hours of transport | <p>Transportation shall not be conducted in the Columbia River Gorge NSA during the following times:</p> <ul style="list-style-type: none">a. 4:00 p.m. to 10:00 p.m. Friday afternoons in June, July, August, and September.b. Daylight hours on Saturdays in June, July, August, and September.c. All hours on Sunday in June, July, August, and September. |
| 6.10 | Splash and spray suppression | All solid waste shall be transported by use of vehicles utilizing splash and spray suppressant devices behind each wheel, and utilizing rain suppressant side flaps on all non-turning axles. |
| 6.11 | Vehicle appearance | All solid waste shall be transported by use of vehicles and equipment that shall be suitably painted and present an acceptable appearance. |
| 6.12 | Public meetings | A representative of the franchisee and its transportation carrier shall annually meet with the gorge communities and interested parties to receive input and discuss issues related to transportation of solid waste. |
| 6.13 | Reporting requirements for carrier | The franchisee shall report to Metro any accidents, citations, and vehicle inspections involving vehicles of their transportation carrier during the transporting of solid waste on behalf of the Franchisee. |
| 6.14 | Meeting with Metro | A representative of the franchisee and its transportation carrier shall meet monthly with Metro to discuss operational problems, complaints and any extraordinary occurrences. |



- 6.15 Other reporting requirements** The franchisee shall immediately report any violations of this section of the franchise to Metro.

7.0 FEES AND RATE SETTING

- 7.1 Purpose** This section of the franchise specifies fees payable by the franchisee, and describes rate regulation by Metro.
- 7.2 Annual fee** The franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
- 7.3 Fines** Each violation of a franchise condition shall be punishable by fines as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation. Metro reserves the right to change fines at any time by action of the Metro Council.
- 7.4 Rates not regulated** The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.
- 7.5 Metro fee imposed on disposal** The franchisee is liable for payment of the Metro Regional System Fee on any solid wastes delivered to a disposal site, unless these solid wastes are exempted by Metro Code Chapter 5.01.
- 7.6 Credit** Until the franchisee has made application for credit from Metro, and said application has been granted, the franchisee shall not transport putrescible waste directly from the facility to Metro's contract operator for disposal of putrescible waste.
- 7.7 Direct haul disposal charge** The franchisee shall remit to Metro the direct haul disposal charge as established in Metro Code Chapter 5.02 on each ton of putrescible waste that is transported directly from the facility to Metro's contract operator for disposal of putrescible waste, on the terms and conditions of the grant of credit from Metro.
- 7.8 Tax in lieu** The franchisee shall remit to Metro the "in lieu of" tax as established in Metro Code Chapter 7.01 on each ton of putrescible waste that is transported directly from the facility to Metro's contract operator for disposal of putrescible waste, on the terms and conditions of the grant of credit from Metro.



8.0 INSURANCE REQUIREMENTS

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| 8.1 | Purpose | The section describes the types of insurance that the franchisee shall purchase and maintain at the franchisee's expense, covering the franchisee, its employees, and agents. |
| 8.2 | General liability | The franchisee shall carry broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy shall be endorsed with contractual liability coverage. |
| 8.3 | Automobile | The franchisee shall carry automobile bodily injury and property damage liability insurance. |
| 8.4 | Coverage | Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000. |
| 8.5 | Additional insureds | Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. |
| 8.6 | Worker's Compensation Insurance | The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation. |
| 8.7 | Notification | The franchisee shall give at least 30 days written notice to the Executive Officer of any lapse or proposed cancellation of insurance coverage. |



9.0 ENFORCEMENT

- 9.1 Generally** Enforcement of this franchise shall be as specified in Metro Code.
- 9.2 Authority vested in Metro** The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise 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 requirements against franchisee.
- 9.3 Inspections** The Executive Officer may make such inspection or audit as the Executive Officer deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times with 24 hours notice to assure compliance with this franchise, Metro Code, and administrative procedures adopted pursuant to Metro Code Chapter 5.01.
- 9.4 No Enforcement Limitations** Nothing in this franchise shall be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the franchisee's operation of the facility.

10.0 MODIFICATIONS

- 10.1 Modification** At any time during the term of the franchise, either the Executive Officer or the franchisee may propose amendments or modifications to this franchise.
- 10.2 Modification, suspension or revocation by Metro** The Executive Officer may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:
- a. Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;



- b. Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;
- c. Failure to disclose fully all relevant facts;
- d. A significant release into the environment from the facility;
- e. Significant change in the character of solid waste received or in the operation of the facility;
- f. Any change in ownership or control, excluding transfers among subsidiaries of the franchisee or franchisee's parent corporation;
- g. A request from the local government stemming from impacts resulting from facility operations.
- h. Compliance history of the franchisee.

11.0 GENERAL OBLIGATIONS

- | | | |
|-------------|----------------------------|---|
| 11.1 | Compliance with law | Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise. |
| 11.2 | Indemnification | The franchisee shall indemnify and hold Metro, its employees, agents and elected officials harmless from any and all claims, damages, actions, losses and expenses including attorney's fees, or liability related to or arising out of or in any way connected with the franchisee's performance or failure to perform under this franchise, including patent infringement and any claims or disputes involving subcontractors. |



- | | | |
|------|--|---|
| 11.3 | Deliver waste to appropriate destinations | The franchisee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits; |
| 11.4 | Provide access | The franchisee shall allow the Executive Officer to have reasonable access to the premises for purposes of inspection and audit to determine compliance with this franchise, Metro Code, and the administrative procedures adopted pursuant to Metro Code Chapter 5.01. |
| 11.5 | Record-keeping and reporting. | The franchisee shall comply with the recordkeeping and reporting requirements as provided in Metro Code Chapter 5.01 and in administrative procedures adopted pursuant to Metro Code Chapter 5.01. |
| 11.6 | Compliance by agents | The franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise. |

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 98-783, WHICH GRANTS A FRANCHISE TO WASTE MANAGEMENT OF OREGON FOR THE PURPOSE OF OPERATING A SOLID WASTE FACILITY AUTHORIZED TO RECEIVE PUTRESCIBLE WASTES, DELIVER THEM DIRECTLY TO METRO'S CONTRACT DISPOSAL OPERATOR, AND TO CONDUCT OTHER ACTIVITIES.

December 3, 1998

Presented by: Bruce Warner
Leann Linson

I. Summary and Recommendation

A. Effect of Passage

Approval of Ordinance No. 98-783 will grant a franchise to Waste Management of Oregon (WMO) to operate a solid waste facility, Recycle America Material Recovery Facility, in Troutdale, Oregon. The franchise: (1) authorizes WMO to accept putrescible waste at the facility; (2) authorizes delivery of putrescible waste directly to Metro's contract disposal operator¹ and specifies performance standards for transporting putrescible waste; (3) authorizes WMO to accept source-separated organic materials at the facility for transferring to a composting facility and establishes standards for managing these materials on site; (4) re-authorizes acceptance of wastes and performance of activities that are currently allowed by the Metro license for Recycle America; (5) establishes standards for managing waste on site; and (6) limits disposal of putrescible waste and processing residual to a combined total of 50,000 tons annually.

B. Executive Officer's Recommendation

The Executive Officer recommends approval of Ordinance No. 98-783 granting a franchise to Waste Management of Oregon for the Recycle America Material Recovery Facility, subject to the terms and conditions that are incorporated in the franchise document attached as Exhibit A to Ordinance No. 98-783. The Executive Officer does not recommend approval of the applicant's request for a variance from a performance standard for direct hauling of putrescible waste.

II. Background

A. Reason for the Ordinance

Metro Code Section 5.01.070 requires that the Executive Officer review applications for franchises that are filed in accordance with Metro Code Section 5.01.060. Ordinance No. 98-783 is a response to an application duly filed by Waste Management of Oregon pursuant to Metro Code Chapter 5.01.060.

B. The Applicant and the Applicant's Request

Waste Management of Oregon is the operator of a solid waste facility, Recycle America Material Recovery Facility, that is currently licensed by Metro to perform material recovery on non-putrescible waste; and to accept source-separated recyclable material, yard debris, petroleum contaminated soil, and other special and industrial wastes for reloading and transfer.

¹ Currently, Oregon Waste Systems at Columbia Ridge Landfill

In an initial inquiry to Metro staff, WMO expressed interest in receiving additional authorizations at Recycle America: (1) to accept putrescible waste, (2) to transport this putrescible waste directly to Columbia Ridge Landfill in Gilliam County, Oregon, and (3) to accept source-separated organic materials for transferring to composting facilities.

C. Metro Code Provisions Related to the Applicant's Request

Based on this information, Metro staff determined that the following requests would trigger the indicated provisions of Metro code:

- ❑ This licensee's request to accept putrescible waste and source-separated organics would be Changes of Authorizations under Metro Code §5.01.095(a)(1).
- ❑ The licensee's request for direct hauling would be a Change of Authorization under Metro Code §5.01.095(a)(2).
- ❑ Metro Code §5.01.095(a) stipulates that the licensee must apply for both types of changes pursuant to Metro Code §5.01.060.
- ❑ All prospective applicants must attend a pre-application conference as specified in Metro Code §5.01.055.

Accordingly, representatives of WMO were invited to schedule a pre-application conference when they wanted to initiate the application procedure.

III. Application Procedure

A. Pre-Application Conference

Under Metro code, the purpose of the pre-application conference is to share basic information and to inform the prospective applicant of the requirements of the application process. Specifically, the prospective applicant is asked to describe the types of waste proposed to be accepted; activities proposed to be performed; and a description of the site, facility, operation, management, and conditions under which these activities will take place. Based on the prospective applicant's representation, Metro staff will inform the prospective applicant of the code provisions that apply to his proposal, the information and burden of proof required of the applicant, evaluation criteria, and the application process and schedule.

A pre-application conference was held at Metro Regional Center with representatives from WMO, who provided the following information:

- ❑ WMO would seek authorization to:
 - Accept putrescible waste at Recycle America,
 - Haul putrescible waste directly to Columbia Ridge Landfill,
 - Accept source-separated organics for transfer to a composting site.
- ❑ WMO represented that other activities at Recycle America would be largely unaffected by these new authorizations.
- ❑ WMO proposed to accept putrescible waste only up to the amount that, when added to the dry waste processing residual, would not exceed 50,000 tons per year landfilled.
- ❑ WMO indicated that the company has the capability of delivering more than 50,000 tons of putrescible waste to Recycle America, and would consider applying for a

larger authorization if Metro later made this option available.

- WMO would request a six-month "temporary variance" from the performance standard prohibiting the use of tarps on vehicles that transport putrescible waste to Columbia Ridge Landfill. The request for the variance is based on the fact that the time lag between ordering and receiving a waste compactor is six months, and that because a compactor is needed to comply with the standard, imposing the standard is "inappropriate due to circumstances beyond the control of the applicant."
- The City of Troutdale has granted land use approval for the proposed activities, and received no dissenting testimony during the hearings on the change.
- The DEQ Disposal Site Permit has been amended to allow the proposed activities, and DEQ heard of no concerns during the public comment period for the change. The amended permit is subject to the Metro franchise.

On the basis of these representations, Metro staff conveyed the following points to the prospective applicant:

- The initial finding was verified, that the direct haul activity and proposed wastestreams are Changes of Authorization to the license, and require application pursuant to Metro Code §5.01.060.
- WMO would not have to address Metro Code §5.01.060(d) if the applicant does not request authorization to dispose of more than 50,000 tons of waste per year.
- Because direct hauling requires a franchise under Metro Code §5.01.045(c)(4), the entire application would be evaluated under the standards for issuance of franchises in Metro Code §5.01.070.
- If granted, the franchise would re-authorize all of the solid wastes and activities allowed under the current solid waste facility license.
- The application for variance would be governed by the application, evaluation and approval procedures set forth in Metro Code §5.01.110.
- Pursuant to Metro's yard debris and organic licensing program (which also implements DEQ's statewide compost licensing standards under an Intergovernmental Agreement with DEQ), the authorization to accept source-separated organics will trigger requirements to keep these materials separated from solid waste, and will require tracking and reporting to help ensure that these materials are delivered to a composting facility and not disposed of.
- In addition to the Regional System Fee, WMO will be required to pay the disposal charge and "in lieu of" tax on directly-hauled tonnage as provided for in Metro Code §5.02.030 and §7.01.020(c), respectively.

B. Application for Franchise

Subsequent to the pre-application conference, WMO submitted an Application for Franchise to the Regional Environmental Management Department at Metro. In this section of the staff report, the application package is analyzed for compliance with Metro Code §5.01.060, "Applications for Certificates, Licenses or Franchises."

1. On September 16, 1998, the REM Director, acting on behalf of the Executive Officer, accepted an application from WMO consistent with the representations made in the pre-application conference. The application was submitted in the format provided by the Executive Officer. Accordingly, the application is responsive to Metro Code §5.01.060(a) requirements.

2. The application included a description of the new activities to be performed and the wastes to be accepted—again, consistent with the representations made in the pre-application conference. Accordingly, the application is responsive to Metro Code §5.01.060(b) requirements.
3. Metro Code §5.01.060(c) lists seven attachments that must be included with the application. These are listed in the table below together with a description of the materials submitted by the applicant.

§	Code Requirement	Applicant Submitted
(1)	Proof of insurance	Certificate of insurance showing Metro as additional insured, in amounts exceeding Metro Code requirements.
(2)	Copies of DEQ permits	Duplicate copies of DEQ Disposal Site Permit #459 as amended July 23, 1998.
(3)	Copy of DEQ closure plan	None required by DEQ. Applicant submitted a closure protocol drafted for Metro.
(4)	Financial assurance for closure	None required by DEQ. Applicant committed to corporate assurance in the amount of \$25,000, which is sufficient to cover the closure protocol.
(5)	Signed consent by property owners	On file at Metro.
(6)	Proof of land use	Duplicate copies of Troutdale Certificate of Occupancy dated August 12, 1997, and Troutdale Site and Design Review Report.
(7)	Other permits	Duplicate copies of Troutdale Business License and State of Oregon Weighing Device Application.

Staff has examined the applicant's submittals and has found them to be responsive to Metro Code §5.01.060(c) requirements.

4. Metro Code §5.01.060(d) is not applicable to this applicant.
5. Metro Code §5.01.060(e) requires that a person applying for authority to direct haul must include (1) a showing that the activity is consistent with the Regional Solid Waste Management Plan, and (2) an analysis of the cost to the regional solid waste system of allowing the direct haul activity. This information (which is analyzed in the next section of the staff report) is included in the application. Accordingly, staff finds the application responsive to Metro Code §5.01.060(e).

In conclusion, the application is responsive to Metro Code §5.01.060. Accordingly, on September 22, 1998 staff determined that the applicant had complied with the application requirements for Metro franchises.

C. Issuance of Franchise

Metro Code §5.01.070 governs the evaluation and issuance of franchises. Sections (a)—(d) specify the procedures to be followed by the Executive Officer, and sections (e)—(g) specify the procedures to be followed by Metro Council. Sections (h) and (i) contain conditions that apply to all franchises.

1. Issuance of Franchise: Executive Officer's Review and Recommendation

- (a) Metro Code §5.01.070(a) requires the Executive Officer to review applications that are filed in accordance with Metro Code §5.01.060. As shown above, staff finds that the application was properly filed, responsive, and was determined to be complete on September 22, 1998. The Executive Officer's required review follows below.
- (b) Metro Code §5.01.070(b) concerns due diligence, and requires the Executive Officer to make investigation concerning the application. Because the applicant is well-known to Metro as a consequence of his status as an operator of a Metro-licensed solid waste facility and as a local subsidiary of the world's largest solid waste management company, the investigation was limited to a review of records on file at Metro, conversations with other regulators, discussions with the applicant, and a site visit. As a result of this investigation, staff finds that no violations, citations or letters of complaint of record have been issued to the applicant by Metro or any other regulatory agency or government in regard to the operation of the Recycle America facility. On the site visits, staff found a well-run operation with no observable reason to suspect impending problems or issues.
- (c) Metro Code §5.01.070(c) requires that the Executive Officer formulate recommendations regarding:
 - i. Whether the applicant is qualified;
 - ii. Whether the proposed franchise complies with the Regional Solid Waste Management Plan;
 - iii. Whether the proposed franchise meets the requirements of Metro Code §5.01.060—including analyses of Regional Solid Waste Management Plan compliance and system costs for applications that request authorization for direct haul;
 - iv. Whether or not the applicant has complied or can comply with all other applicable regulatory requirements.

Staff's analysis of these four points that lead to the Executive Officer's recommendations follow:

i. Applicant Qualifications

As described in (b) above, the Executive Officer's investigation verified that the applicant and its staff have an established record of operation. The subject facility has operated for 2 years without incurring franchise or regulatory violations. This, coupled with the applicant's experience in recycling, solid waste hauling and disposal, leads staff to conclude that the applicant is fully qualified to operate and manage the facility competently and efficiently.

ii. Compliance with the Regional Solid Waste Management Plan

The new activities sought by the applicant are outright "Recommended Practices" in the Regional Solid Waste Management Plan (Recycle America would become a "reload" in the terminology of the Plan if authorized to accept putrescible waste):

Recommended Practice # 4: Allow the siting of reload facilities for the consolidation of loads hauled to appropriate disposal facilities. [p. 7-25]

The rationale for reloads under the Plan is that they assist in maintaining service levels by reducing drive time for haulers, reducing congestion at existing facilities and adding a final opportunity to recover materials.

As an outright Recommended Practice, staff concludes that the applicant's proposal complies with the Regional Solid Waste Management Plan. The following considerations further support this finding:

- The proposed direct haul activities are allowed by the Plan.

Ordinance 98-761 was passed by Council to make it clear that allowing direct-haul of putrescible wastes to Columbia Ridge Landfill—subject to conditions and obligations required in Metro Code—is consistent with the Regional Solid Waste Management Plan. Specific code requirements include detailed standards that must be met by any long haul transport contractor.

- Operation of the facility will assist in maintaining service levels at existing Metro transfer stations.

The applicant has submitted that if the facility receives 37,500 tons per year of putrescible wastes this will divert about 26 trucks per day from Metro South. Staff believes this is a reasonable estimate of the impact and that this would make a positive contribution to alleviating congestion at Metro South.

- The facility provides an additional recovery opportunity.

Although opportunities for recovery of material from the putrescible waste stream are limited due to contamination of materials, some materials are likely to be recovered that would otherwise be landfilled. The Plan intended that reloads play this "gleaning" role.

iii. Meeting Requirements of Metro Code §5.01.060

In Section B of this Staff Report, Staff analyzed the applicant's materials pertaining to Metro Code §5.01.060(a)—(c) and found them to be responsive and adequate. In the paragraphs immediately above, staff has concluded that granting the franchise would be consistent with the Regional Solid Waste Management Plan. Thus, the requirements of Metro Code §5.01.060(e)(A) have been met. In analyzing whether the applicant has met the requirements of Metro Code §5.01.060, it remains only to examine the applicant's response to Metro Code §5.01.060(e)(B) regarding the system costs of authorizing direct haul. This analysis follows.

System Cost Analysis

Under Metro Code, the reduction of system cost is the main public purpose for approving direct haul activities. Because hauling of putrescible waste is a service already provided by Metro, as a condition of approval the applicant is required to demonstrate that he can provide this service at lower cost.

Under Metro Code, the total "system cost" is defined as the sum of the dollar amounts expended for collection, hauling, processing and transfer to dispose of the region's solid wastes. The system cost analysis is intended to identify the operating option that is least costly to the system as a whole: delivering putrescible waste to a Metro transfer station, or transporting this waste directly to Columbia Ridge by the operator.

The following table shows a cost comparison between taking consolidated loads to Metro transfer stations versus hauling them directly to Columbia Ridge. Costs for direct hauling to Columbia Ridge were calculated for top-loaded vehicles and for compacted loads. (This shows the costs with and without the requested variance, respectively.) The cost to consolidate loads and direct haul to Columbia Ridge was provided by the applicant. Metro staff reviewed the applicant's numbers and assumptions and found them reasonable. The costs for Metro transfer station operation and transportation data used in this analysis are based on the adopted FY 1998-99 budget.

System Cost Comparison for Direct Haul Authorization
(All amounts in cost per ton)

Item	Haul to Metro transfer Station	Direct Haul to Columbia Ridge	
		Top loaded	Compacted
Consolidate loads at Recycle America	\$0.97	\$1.02	\$3.34
Transport to Metro transfer station	\$8.33	NA	NA
Load at Metro transfer station for transport	\$5.72	NA	NA
Transport to Columbia Ridge	\$14.42	\$11.90	\$11.90
Total Cost per Ton	\$29.44	\$12.94	\$15.24

NOTE: The costs to collect and dispose of wastes are not shown because they do not vary among the alternatives, and therefore do not affect the system cost analysis.

This analysis shows clearly that direct hauling by this operator reduces costs. The savings on each ton of waste that is directly hauled ranges from \$14 to \$16 per ton, depending on the hauling option.

The table shows that most of the cost savings results from (1) avoiding the intra-regional haul to a Metro transfer station, and (2) lower facility costs for consolidating and transferring waste into long-haul vehicles. The savings in long-haul transport to Columbia Ridge results primarily from the location of Recycle America at the eastern edge of the region, closer to Columbia Ridge.

Summary

Staff finds that the applicant has complied with the requirements of Metro Code §5.01.060.

iv. Compliance with Regulatory Requirements

The applicant has obtained land use approval from the City of Troutdale, Oregon and has received an addendum to its DEQ Solid Waste Disposal Permit that allows receipt of putrescible wastes. Neither action generated any public comment.

These approvals, coupled with the fact that the facility has operated for 2 years without incurring franchise or regulatory violations, leads staff to conclude that the applicant has complied—and is highly likely to continue to comply—with all other applicable regulatory requirements.

- (d) Metro Code §5.01.070(d) requires that the Executive Officer provide Metro Council with (1) the recommendations formulated in the previous section of this staff report, (2) a recommendation on whether the franchise should be approved or denied, and (3) specific conditions on the franchise if the Executive Officer recommends approval.

On the basis of the findings in Section C of this staff report, the Executive Officer finds that:

- i. The applicant is qualified
- ii. The proposal complies with the Regional Solid Waste Management Plan
- iii. The requirements of Metro Code §5.01.060 have been met
- iv. The applicant has complied or can comply with all other applicable regulatory requirements.

Accordingly, the Executive Officer recommends that Metro Council grant a franchise to Waste Management of Oregon, subject to the requirements listed in Metro Code Chapter 5.01; and further subject to the following specific conditions:

Conditions

- That the franchise limit the disposal of putrescible waste and processing residual, as a combined total, to 50,000 tons per calendar year
- That the franchisee meet the performance standards for hauling putrescible waste directly to Metro's contract disposal operator.
- That the franchisee keep source-separated yard debris and organic material separate from other solid waste, and provide records showing that these materials are delivered to a composting or processing facility, and not disposed of.
- Allow incidental recovery of recyclable and reusable materials from putrescible waste.
- Within 60 days of obtaining the franchise, the franchisee shall provide financial assurance in the form of a performance bond or corporate assurance in the amount of \$25,000 for the cost of an orderly and environmentally safe closure at any time during the active life of the facility.

2. Issuance of Franchise: Consideration by Council

Metro Code §5.01.070(e)—(g) specify the procedures to be followed by Metro Council in granting a franchise. Metro Code does not require that the Executive Officer comment here; however, Administrative Procedures 101, Section 7.8.2 require that staff address the five criteria in Metro Code §5.01.070(f)(1)—(5) for consideration by the Council. These comments follow.

In determining whether to authorize the issuance of a franchise, the Council shall consider, but not be limited by, whether:

1. Granting the franchise is consistent with RSWMP

In examining this issue in Section C(ii) above, staff found in the affirmative.

2. Granting the franchise would reduce system costs.

In examining this issue in Section C(iii) above, staff found in the affirmative.

3. Granting the franchise would be unlikely to adversely affect health, safety and welfare.

The operator's experience and track record, together with the regulatory environment in which Recycle America operates leads staff to conclude that it is unlikely Recycle America will adversely affect the public health, safety and welfare.

4. Granting the franchise would be unlikely to unreasonably adversely affect nearby residents, property owners or the existing character of the surrounding neighborhood.

As in the foregoing, the operator's experience and track record leads staff to conclude that it is unlikely Recycle America would unreasonably adversely impact the surrounding area.

5. The applicant is likely to comply with regulations and standards.

In examining this issue in Section C(iv) above, staff found that the applicant is very likely to comply with regulations and standards if the franchise were granted.

D. Variance

Metro Code §5.01.110(a) directs the Executive Officer to recommend to Council whether to approve or deny requests for variances from particular requirements of the code. Council may grant specific variance:

....if the Council finds that the purpose and intent of the particular License or Franchise requirement can be achieved without compliance and that compliance with the particular requirement:

(1) Is inappropriate because of conditions beyond the control of the applicant, Licensee, or Franchisee requesting the variance; or

(2) Due to special physical conditions or causes, will be rendered extremely burdensome or highly impractical.

1. Applicant Request

The applicant has requested a variance from a Metro Code requirement requiring the use of sealed transport containers and prohibiting the use of tarps in the long-haul transport of putrescible waste.² Specifically, the applicant has requested a "temporary variance" for six months during which the applicant would conduct a "pilot program" to demonstrate the acceptability of using tarps rather than sealed

² The requirement is in Metro Code §5.01.127(c)(3): All solid waste shall be transported in completely sealed containers with leak-proof design considered wind-, water-, and odor-tight, and shall be capable of withstanding arduous, heavy-duty, repetitive service associated with the long-haul transport of solid waste. Containers using tarps or flip-tops are prohibited. Any spillage from the transport vehicles is prohibited. [Emphasis added.]

containers. The pilot would test the ability of the tarps to meet various requirements including, but not limited to: being securely fastened to avoid wind blown litter, weather proof and inspected for tears after loading. The applicant states they would work with Metro to establish the exact requirements for the pilot program.

The applicant explains that the need for the variance is based on the assertion that compliance "is inappropriate because of conditions beyond the control of the applicant, Licensee, or Franchisee requesting the variance." The condition cited is that the lead-time for acquiring a compactor is six months after the date of order. The applicant explains that not granting the variance will delay the facility's ability to direct-haul putrescible waste by six months. As a result, local rate payers will not realize the savings from direct haul during that time. The applicant also cites a \$2.32 per ton savings by top loading rather than compacting.

2. Analysis and Executive Officer Recommendation

The applicant requests a variance from the prohibition on the use of tarped containers for long-haul transport. To make his case for the variance, the applicant argues (in part) that tarped vehicles can demonstrably meet certain performance standards such as "avoid wind blown debris," be "weather proof," and "liquid tight" [WMO application, page 36].

However, by this argument the applicant presumes that the purpose and intent of the requirement is the set of performance standards suggested by the applicant. In fact, the purpose and intent of the requirement is the prohibition of tarps. This particular requirement was written into Metro Ordinance No. 762C by Metro Council following detailed discussion on this issue. There is no ambiguity in the legislative record that Metro Council fully intended to prohibit the use of tarped containers for long-haul transport of putrescible waste.

The Executive Officer finds that, to make his case for this variance, the applicant must be able to demonstrate, in effect, that the prohibition of tarped containers can be achieved by the use of tarped containers. The Executive Officer finds that the applicant has not provided the facts to show cause why this variance should be granted. On this basis the Executive Officer recommends that Council deny the variance request.

IV. Fiscal Impact

The direct haul of putrescible wastes to Metro's disposal contractor and the resulting diversion of wastes from Metro transfer stations will reduce Metro's Solid Waste Revenue Fund's gross revenues. Much of this revenue loss will be offset by a corresponding reduction in expenditures—that is, Metro will not have to pay for transfer, transport and disposal of the wastes. The fixed costs of the Metro transfer stations, which are included in the Regional System Fee, will not decline because they are not tonnage dependent.

In its fiscal impact for Metro Ordinance No. 98-762C, which authorized the direct-haul of putrescible wastes and was adopted by the Metro Council on July 23, 1998, the Department projected the diversion of 88,400 tons in aggregate from this facility and the other two facilities whose direct-haul franchise applications are being considered at this time. The Department estimated a net loss of revenues of \$2.34 per ton *for each ton diverted*. If all three facilities receive authorization to direct haul and begin those

operations by the beginning of the 1999 calendar year, a total of 59,000 tons might be diverted from Metro transfer stations in the FY 1998-99 for net loss of revenues of \$138,000. If each facility direct hauls roughly one-third of the 59,000 tons, each facility would divert tonnage from Metro transfer stations resulting in a loss of about \$46,000 in net revenues for the Solid Waste Revenue Fund.

For FY 1999-00, the Department estimates that a total of 112,000 tons will be direct hauled to Metro's disposal contractor by the three direct-haul applicants. Assuming that Metro costs, fees, and rate structure remain unchanged in FY 1999-00, this would result in a net revenue loss of \$262,000 for Metro or about \$87,000 per facility. This loss could be reduced with an adjustment to the rate methodology.

In addition, community enhancement fees collected at the Metro transfer stations and distributed to the local communities impacted by Metro Central and Metro South (through the Metro Central Enhancement Committee and Oregon City, respectively) will be reduced. In FY 1998-99, these revenues would decline by a total of \$29,500 or about \$9,800 per facility and in FY 1999-00 by a total of \$37,300 or about \$12,500 per facility. However, if the local jurisdictions in which the direct-haul facilities are located choose to impose their own enhancement fees, then these revenues could be recovered, although shifted from the Metro Central Enhancement Committee and Oregon City to the new host communities.

The potential impact of the direct-haul franchises on Metro excise tax was mitigated through the adoption of Metro Ordinance No. 98-767 by Metro Council on August 6, 1998. This companion ordinance to the ordinance revising Metro Code Chapter 5.01, established a fixed excise tax of \$1.76 per ton for each ton delivered to Metro's disposal contractor in a lieu of an excise tax on gross receipts from putrescible wastes accepted by direct-haul facilities. This change effectively negated any loss in excise tax as result of tonnage being diverted from Metro's transfer stations.

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Agenda Item Number 7.2

Ordinance No. 98-784, For the Purpose of Granting a Franchise to Willamette Resources, Inc. for the Purpose of Operating a Solid Waste Facility Authorized to Receive Putrescible Wastes, Deliver them Directly to Metro's Contract Disposal Operator, and to Conduct Other Activities.

First Reading

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF GRANTING A	)	ORDINANCE NO. 98-784
FRANCHISE TO WILLAMETTE RESOURCES, INC.)	
FOR THE PURPOSE OF OPERATING A SOLID	)	Introduced by Mike Burton,
WASTE FACILITY AUTHORIZED TO RECEIVE	)	Executive Officer
PUTRESCIBLE WASTES, DELIVER THEM DIRECTLY)	
TO METRO'S CONTRACT DISPOSAL OPERATOR,)	
AND TO CONDUCT OTHER ACTIVITIES.)	

WHEREAS, Metro Code Section 5.01.045(c)(4) stipulates that a Metro Solid Waste Franchise is required for any person owning or controlling a facility from which putrescible solid waste is delivered directly to Metro's contract operator for the disposal of putrescible waste; and

WHEREAS, Willamette Resources, Inc. currently holds Metro Solid Waste Facility License Number L-005-94 to operate Willamette Resources, Inc., a solid waste facility authorized to receive wastes including nonputrescible wastes but specifically excluding putrescible wastes; and

WHEREAS, Willamette Resources, Inc. has applied for authorization to receive putrescible wastes and to deliver them directly to Metro's contract operator for the disposal of putrescible waste subject to the requirements of Metro Code including Section 5.01.127 governing the activity of direct-haul; and

WHEREAS, Willamette Resources, Inc. has participated in a pre-application conference as required by Metro Code Section 5.01.055; and

WHEREAS, Willamette Resources, Inc. has filed a franchise application pursuant to Metro Code Section 5.01.060 authorization to receive putrescible wastes and to directly deliver them to Metro's contract operator for the disposal of putrescible waste; and

WHEREAS, Willamette Resources, Inc. has provided the information required in the application in the form specified by the Executive Officer; and

WHEREAS, The Executive Officer has reviewed and investigated the application of Willamette Resources, Inc. as required by Metro Code Sections 5.01.070(a)—(b); and

WHEREAS, The Executive Officer has formulated recommendations on the criteria listed in Metro Code Section 5.01.070(c); and

WHEREAS, The Executive Officer has recommended that the franchise be granted together with specific conditions, and has forwarded those recommendations and conditions to the Council as required by Metro Code Section 5.01.070(d); and

WHEREAS, The Council finds that:

(1) All procedures for application and review pursuant to Metro Code Chapter 5.01 have been followed properly; and

(2) Granting the franchise will be consistent with the Regional Solid Waste Management Plan; and

(3) Granting the franchise will result in lower net system costs; and

(4) Granting the franchise will be unlikely to unreasonably adversely affect the health, safety and welfare of the District's residents; and

(5) Granting the franchise will be unlikely to unreasonably adversely affect nearby residents, property owners or the existing character or expected future development of the surrounding neighborhood; and

(6) The applicant has demonstrated the strong likelihood that it will comply with all the requirements and standards of Metro Code Chapter 5.01; the administrative procedures and performance standards adopted pursuant to Metro Code Section 5.01.132; and all other applicable local, state, federal laws and rules, regulations, ordinances, orders or permits pertaining in any manner to the franchise; and

(7) It is necessary that this ordinance take effect immediately pursuant to Sections 39(1) of the Metro Charter, as the nuisance impacts from solid waste facilities adversely affect the health, safety and welfare of the public; and a purpose of the franchise is to protect the health, safety and welfare of the public; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. A franchise is granted to Willamette Resources, Inc. to own and operate a solid waste facility as described in Exhibit "A" to this Ordinance, "Solid Waste Facility Franchise," subject to the terms, conditions, and limitations contained therein.
2. The Executive Officer is authorized to issue the Solid Waste Facility Franchise, attached as Exhibit "A" to this Ordinance, to Willamette Resources, Inc.
3. Within 60 days of issuance of the Solid Waste Facility Franchise, Willamette Resources, Inc. shall either: provide financial assurance in the form of a performance bond or corporate assurance in an amount acceptable to Metro's Office of General Counsel for the cost of an orderly and environmentally safe closure at any time during the active life of the facility; or execute an agreement with Metro (in a form acceptable to Metro's Office of General Counsel) that will provide for an orderly and environmentally safe closure at any time during the active life of the facility
4. An emergency having been declared for the reasons stated above, this Ordinance shall take effect immediately, pursuant to Section 39(1) of the 1992 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

SOLID WASTE FACILITY FRANCHISE**Number F-005-98**

Issued by

Metro**600 NE Grand Avenue****Portland, OR 97232****Telephone: (503) 797-1650****Issued in accordance with the provisions of Metro Code Chapter 5.01**

FRANCHISEE: Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 (503) 570-0626 FAX (503) 570-0523	FACILITY NAME AND LOCATION: Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070
OPERATOR: Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 (503) 570-0626 FAX (503) 570-0523	PROPERTY OWNER: Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070

This franchise is granted to the franchisee named above and is not transferable. Subject to the conditions stated in this franchise document, the franchisee is authorized to operate and maintain a solid waste facility, and to accept the solid wastes and perform the activities authorized herein.

Franchise begins: December 31, 1998

Expiration: December 31, 2003

Signed:

Acceptance & Acknowledgement of Receipt:

Signature_____
Signature of Franchisee_____
Mike Burton, Metro Executive Officer_____
Print name and title_____
Print name and title_____
Date_____
Date



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1.0 ISSUANCE

- | | | | |
|------------|--|---|----------------|
| 1.1 | Franchisee | Willamette Resources, Inc.
10295 SW Ridder Road
Wilsonville, OR 97070 | (503) 570-0626 |
| 1.2 | Contact | Merle Irvine, President | |
| 1.3 | Franchise Number | When referring to this franchise, please cite:
Metro Solid Waste Facility Franchise Number F-005-98 | |
| 1.4 | Term | Franchise effective: December 31, 1998

Franchise expires: December 31, 2003 | |
| 1.5 | Facility name and mailing address | Willamette Resources, Inc.
10295 SW Ridder Road
Wilsonville, OR 97070 | (503) 570-0626 |
| 1.6 | Operator | Willamette Resources, Inc.
10295 SW Ridder Road
Wilsonville, OR 97070 | (503) 570-0626 |
| 1.7 | Facility legal description | Parcel 1, Partition Plat Number 1995-101, Section 2, Township 3S, Range 1W, Willamette Meridian
Washington County, State of Oregon | |
| 1.8 | Facility owner | Willamette Resources, Inc.
10295 SW Ridder Road
Wilsonville, OR 97070 | (503) 570-0626 |
| 1.9 | Permission to operate | Franchisee warrants that it has obtained the property owner's consent to operate the facility as specified in this franchise. | |



2.0 CONDITIONS AND DISCLAIMERS

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| 2.1 | Guarantees | The granting of this franchise shall not vest any right or privilege in the franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise. |
| 2.2 | Non-exclusive franchise | The granting of this franchise shall not in any way limit Metro from granting other solid waste franchises within the District. |
| 2.3 | Property rights | The granting of this franchise does not convey any property rights in either real or personal property, nor does it authorize any injury to private property or invasion of property rights. |
| 2.4 | No recourse | The franchisee shall have no recourse whatsoever against the District or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event the franchise or any part thereof is determined to be invalid. |
| 2.5 | Release of liability | Metro, its elected officials, employees, or agents do not sustain any liability on account of the granting of this franchise or on account of the construction, maintenance, or operation of the facility pursuant to this franchise. |
| 2.6 | Binding nature | The conditions of this franchise are binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors and agents. |
| 2.7 | Waivers | To be effective, a waiver of any terms or conditions of this Franchise must be in writing and signed by the Metro Executive Officer. |
| 2.8 | Effect of waiver | Waiver of a term or condition of this Franchise shall not waive nor prejudice Metro's right otherwise to require performance of the same term or condition or any other term or condition. |
| 2.9 | Choice of law | The Franchise shall be construed, applied and enforced in accordance with the laws of the State of Oregon. |
| 2.10 | Enforceability | If any provision of this Franchise 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 this Franchise shall not be affected.

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| 2.11 | Franchise not a waiver | Nothing in this franchise shall be construed as relieving any owner, operator, or franchisee from the obligation of obtaining all required permits, licenses, or other clearances and complying with all orders, laws, regulations, reports or other requirements of other regulatory agencies. |
| 2.12 | Franchise not limiting | Nothing in this franchise is intended to limit the power of a federal, state, or local agency to enforce any provision of law relating to the solid waste facility that it is authorized or required to enforce or administer. |
| 2.13 | Inadvertent composting | Nothing in this franchise is intended to authorize or establish standards or otherwise approve of inadvertent composting resulting from the storage of organic materials. |
| 2.14 | Definitions | Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01. |

3.0 AUTHORIZATIONS

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| 3.1 | Purpose | This section of the franchise describes the wastes that the franchisee is authorized to accept at the facility, and the activities the franchisee is authorized to perform at the facility. |
| 3.2 | General conditions on solid wastes | The franchisee is authorized to accept at the facility only the solid wastes described in this section. The franchisee is prohibited from knowingly receiving any solid waste not authorized in this section. |
| 3.3 | General conditions on activities | The franchisee is authorized to perform at the facility only those activities that are described in this section. |
| 3.4 | Putrescible waste | The franchisee is authorized to accept putrescible waste for the purpose of delivering said putrescible waste to a disposal site authorized by this franchise; or for the purpose of transfer to a solid waste facility or disposal site designated by Metro Code Chapter 5.05 to accept putrescible waste. |



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| 3.5 | Non-putrescible waste | The franchisee is authorized to accept "dry" non-putrescible solid wastes such as waste generated by non-residential generators and waste generated at construction and demolition sites, for the purpose of material recovery. |
| 3.6 | Source-separated recyclables | The franchisee is authorized to accept source-separated recyclable materials for purposes of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for marketing. |
| 3.7 | Inert materials | The franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes. |
| 3.8 | Source-separated yard debris | The franchisee is authorized to accept source-separated yard debris for transfer to a yard debris facility, a DEQ-permitted composting facility or other DEQ-permitted processing facility. |
| 3.9 | Direct haul | The franchisee is authorized to deliver putrescible waste directly from the facility to Metro's contract operator for disposal of putrescible waste, subject to any conditions, limitations or performance standards specified in this franchise document, in Metro Code or in administrative procedures adopted pursuant to Metro Code Chapter 5.01. |
| 3.10 | Incidental recovery | The franchisee is authorized to perform "low-level" material recovery on putrescible waste, provided that these material recovery efforts are incidental to the activity of transferring the putrescible waste, and are limited to the gleaning of easily-extractable recyclable or reusable materials from the waste. |
| 3.11 | Deliveries not limited | This franchise does not limit the quantity of authorized solid wastes or other materials that may be accepted at the facility. |

4.0 LIMITATIONS AND PROHIBITIONS

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| 4.1 | Purpose | This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility. |
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| 4.2 | Limit on disposal | The franchisee shall dispose of no more than 50,000 tons of putrescible waste and processing residual, as a combined total, within each calendar year. |
| 4.3 | Prohibited waste | The franchisee shall not knowingly accept or retain any material amounts of the following types of wastes: materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; or any waste prohibited by the franchisee's DEQ Disposal Site Permit. |
| 4.4 | Material recovery required | The franchisee shall perform material recovery on "dry" non-putrescible wastes such as waste generated by non-residential generators and waste generated at construction and demolition sites, or deliver said "dry" non-putrescible wastes to a solid waste facility whose primary purpose is to recover useful materials from solid waste. |
| 4.5 | Prohibition on mixing | The franchisee shall not mix any source-separated recyclable materials or yard debris brought to the facility with any other solid wastes. Recyclable materials recovered at the facility may be combined with source-separated recyclable materials for transfer to markets, processors, or another solid waste facility that prepares such materials for reuse or recycling. |
| 4.6 | No disposal of recyclable materials | Source-separated recyclable materials may not be disposed of by landfilling or incineration. |
| 4.7 | Origin of putrescible waste | The franchisee shall accept putrescible waste that originates within the Metro boundary only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste. |
| 4.8 | Limits not exclusive | Nothing in this section of the franchise shall be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit. |



5.0 OPERATING CONDITIONS

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| 5.1 | Purpose | This section of the franchise describes criteria and standards for the operation of the facility. |
| 5.2 | Qualified Operator | The franchisee shall provide an operating staff qualified to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01. |
| 5.3 | Enclosed operations | All handling, processing, compaction or other forms of managing putrescible wastes shall occur inside facility buildings. |
| 5.4 | Operating plan | <p>The franchisee shall establish and follow procedures for accepting, managing and processing loads of solid waste received at the facility. Such procedures must be in writing and in a location where facility personnel and the Executive Officer can readily reference them. The franchisee may, from time to time, modify such procedures. The procedures shall include at least the following:</p> <ul style="list-style-type: none">a. Methods of notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility;b. Methods of inspecting incoming loads for the presence of prohibited or unauthorized waste;c. Methods for managing and transporting for disposal at an authorized disposal site each of the prohibited or unauthorized wastes if they are discovered at the facility;d. Objective criteria for accepting or rejecting loads. |
| 5.5 | Managing prohibited wastes | Upon discovery, all prohibited or unauthorized wastes shall be removed or managed in accordance with procedures established in the Operating Plan. |
| 5.6 | Managing authorized wastes | All authorized solid wastes received at the facility must, within 24-hours from receipt, be either (a) processed, (b) appropriately stored, or (c) properly disposed of. |
| 5.7 | Storage | Stored materials and solid wastes shall be suitably contained and removed at sufficient frequency to avoid creating nuisance conditions or safety hazards. Storage areas must be maintained in an orderly manner and kept free of litter. |



- 5.8 Litter and airborne debris** The franchisee shall operate the facility in a manner that is not conducive to the generation of litter and airborne debris. The franchisee shall:
- Take reasonable steps to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit.
 - Construct, maintain, and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit.
 - Keep all areas within the site and all vehicle access roads within $\frac{1}{4}$ mile of the site free of litter and debris.
- 5.9 Odor** The franchisee shall operate the facility in a manner that is not conducive to the generation of odors. The franchisee shall:
- Clean the areas and equipment that come into contact with solid waste on a regular basis.
 - Establish and follow procedures for minimizing odor at the facility. Such procedures must be in writing and in a location where facility personnel and Metro inspectors can readily reference them. The franchisee may modify such procedures from time to time. The procedures shall include at least the following: (1) methods that will be used to minimize, manage, and monitor all odors of any derivation including malodorous loads received at the facility, (2) procedures for receiving and recording odor complaints, and (3) procedures for immediately investigating any odor complaints in order to determine the cause of odor emissions, and promptly remedying any odor problem at the facility.
- 5.10 Vectors** The franchisee shall operate the facility in a manner that is not conducive to infestation of rodents, insects, or other animals capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.
- 5.11 Noise** The franchisee shall operate the facility in a manner that controls the creation of excessive noise to the extent necessary to meet applicable regulatory standards and land-use regulations.
- 5.12 Water quality** The franchisee shall:
- Operate and maintain the facility to prevent contact of solid



wastes with stormwater runoff and precipitation.

- b. Dispose of contaminated water and sanitary sewage generated onsite in a manner complying with local, state, and federal laws and regulations.

- 5.13 Public Access** Public access to the facility shall be controlled as necessary to prevent unauthorized entry and dumping.
- 5.14 Signage** The franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, legible, and shall contain at least the following information:
 - a. Name of the facility
 - b. Address of the facility;
 - c. Emergency telephone number for the facility;
 - d. Operating hours during which the facility is open for the receipt of authorized waste;
 - e. Fees and charges;
 - f. Metro's name and telephone number 797-1650; and
 - g. A list of all authorized and prohibited wastes.
- 5.15 Complaints** The franchisee shall respond to all written complaints on nuisances (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors). If franchisee receives a complaint, franchisee shall:
 - a. Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of unsuccessful attempts; and
 - b. Log all such complaints by name, date, time and nature of complaint. Each log entry shall be retained for one year and shall be available for inspection by Metro.
- 5.16 Access to franchise document** The franchisee shall maintain a copy of this Metro Solid Waste Facility Franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.



6.0 PERFORMANCE STANDARDS FOR DIRECT HAULING

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| 6.1 | Purpose | This section of the franchise describes the standards with which the franchisee must comply for putrescible waste that is delivered directly from the facility to Metro's contract operator for disposal of putrescible waste. |
| 6.2 | Compliance with Arlington regulations | All solid waste transported through the city limits of Arlington, Oregon, shall be subject to any routing, timing, parking or other operational requirements established by the city of Arlington. |
| 6.3 | Compliance with other regulations | All equipment shall fulfill all federal, state, and local regulations. In addition, the use of exhaust brakes shall be prohibited altogether. |
| 6.4 | Transport in sealed containers | All solid waste shall be transported in completely sealed containers with leak-proof design considered wind-, water-, and odor-tight, and shall be capable of withstanding arduous, heavy-duty, repetitive service associated with the long-haul transport of solid waste. Containers using tarps or flip-tops are prohibited. Any spillage from the transport vehicles is prohibited. |
| 6.5 | Average payloads | The average weight of solid waste payloads transported during each calendar month shall be no less than 25 tons. |
| 6.6 | Limits on staging areas | Any staging areas used shall be located in areas outside or excluded from the Columbia River Gorge National Scenic Area (NSA). |
| 6.7 | Limits on stopping points | All transport vehicles shall use only designated stopping points outside the Columbia River Gorge NSA except in cases of emergency. |
| 6.8 | Limits on use of public facilities | Use of rest areas, turnouts, scenic vista points, and state parks shall be limited to cases of emergency. |
| 6.9 | Limits on hours of transport | Transportation shall not be conducted in the Columbia River Gorge NSA during the following times:
a. 4:00 p.m. to 10:00 p.m. Friday afternoons in June, July, August, and September.
b. Daylight hours on Saturdays in June, July, August, and September. |



c. All hours on Sunday in June, July, August, and September.

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| 6.10 | Splash and spray suppression | All solid waste shall be transported by use of vehicles utilizing splash and spray suppressant devices behind each wheel, and utilizing rain suppressant side flaps on all non-turning axles. |
| 6.11 | Vehicle appearance | All solid waste shall be transported by use of vehicles and equipment that shall be suitably painted and present an acceptable appearance. |
| 6.12 | Public meetings | A representative of the franchisee and its transportation carrier shall annually meet with the gorge communities and interested parties to receive input and discuss issues related to transportation of solid waste. |
| 6.13 | Reporting requirements for carrier | The franchisee shall report to Metro any accidents, citations, and vehicle inspections involving vehicles of their transportation carrier during the transporting of solid waste on behalf of the Franchisee. |
| 6.14 | Meeting with Metro | A representative of the franchisee and its transportation carrier shall meet monthly with Metro to discuss operational problems, complaints and any extraordinary occurrences. |
| 6.15 | Other reporting requirements | The franchisee shall immediately report any violations of this section of the franchise to Metro. |

7.0 FEES AND RATE SETTING

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| 7.1 | Purpose | This section of the franchise specifies fees payable by the franchisee, and describes rate regulation by Metro. |
| 7.2 | Annual fee | The franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council. |
| 7.3 | Fines | Each violation of a franchise condition shall be punishable by fines as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation. Metro reserves the right to change fines at any time by action of the Metro Council. |



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| 7.4 | Rates not regulated | The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro. |
| 7.5 | Metro fee imposed on disposal | The franchisee is liable for payment of the Metro Regional System Fee on any solid wastes delivered to a disposal site, unless these solid wastes are exempted by Metro Code Chapter 5.01. |
| 7.6 | Credit | Until the franchisee has made application for credit from Metro, and said application has been granted, the franchisee shall not transport putrescible waste directly from the facility to Metro's contract operator for disposal of putrescible waste. |
| 7.7 | Direct haul disposal charge | The franchisee shall remit to Metro the direct haul disposal charge as established in Metro Code Chapter 5.02 on each ton of putrescible waste that is transported directly from the facility to Metro's contract operator for disposal of putrescible waste, on the terms and conditions of the grant of credit from Metro. |
| 7.8 | Tax in lieu | The franchisee shall remit to Metro the "in lieu of" tax as established in Metro Code Chapter 7.01 on each ton of putrescible waste that is transported directly from the facility to Metro's contract operator for disposal of putrescible waste, on the terms and conditions of the grant of credit from Metro. |

8.0 INSURANCE REQUIREMENTS

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| 8.1 | Purpose | The section describes the types of insurance that the franchisee shall purchase and maintain at the franchisee's expense, covering the franchisee, its employees, and agents. |
| 8.2 | General liability | The franchisee shall carry broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy shall be endorsed with contractual liability coverage. |
| 8.3 | Automobile | The franchisee shall carry automobile bodily injury and property damage liability insurance. |
| 8.4 | Coverage | Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000. |



- 8.5 Additional insureds** Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.
- 8.6 Worker's Compensation Insurance** The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
- 8.7 Notification** The franchisee shall give at least 30 days written notice to the Executive Officer of any lapse or proposed cancellation of insurance coverage.

9.0 ENFORCEMENT

- 9.1 Generally** Enforcement of this franchise shall be as specified in Metro Code.
- 9.2 Authority vested in Metro** The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise 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 requirements against franchisee.
- 9.3 Inspections** The Executive Officer may make such inspection or audit as the Executive Officer deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times with 24 hours notice to assure compliance with this franchise, Metro Code, and administrative procedures adopted pursuant to Metro Code Chapter 5.01.
- 9.4 No Enforcement Limitations** Nothing in this franchise shall be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that



regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the franchisee's operation of the facility.

10.0 MODIFICATIONS

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| 10.1 | Modification | At any time during the term of the franchise, either the Executive Officer or the franchisee may propose amendments or modifications to this franchise. |
| 10.2 | Modification, suspension or revocation by Metro | <p>The Executive Officer may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a. Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b. Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;c. Failure to disclose fully all relevant facts;d. A significant release into the environment from the facility;e. Significant change in the character of solid waste received or in the operation of the facility;f. Any change in ownership or control, excluding transfers among subsidiaries of the franchisee or franchisee's parent corporation;g. A request from the local government stemming from impacts resulting from facility operations.h. Compliance history of the franchisee. |

11.0 GENERAL OBLIGATIONS

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| 11.1 | Compliance with law | Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions |
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have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise.

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| 11.2 | Indem-
nification | The franchisee shall indemnify and hold Metro, its employees, agents and elected officials harmless from any and all claims, damages, actions, losses and expenses including attorney's fees, or liability related to or arising out of or in any way connected with the franchisee's performance or failure to perform under this franchise, including patent infringement and any claims or disputes involving subcontractors. |
| 11.3 | Deliver waste
to appropriate
destinations | The franchisee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits; |
| 11.4 | Provide access | The franchisee shall allow the Executive Officer to have reasonable access to the premises for purposes of inspection and audit to determine compliance with this franchise, Metro Code, and the administrative procedures adopted pursuant to Metro Code Chapter 5.01. |
| 11.5 | Record-
keeping and
reporting. | The franchisee shall comply with the recordkeeping and reporting requirements as provided in Metro Code Chapter 5.01 and in administrative procedures adopted pursuant to Metro Code Chapter 5.01. |
| 11.6 | Compliance
by agents | The franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise. |

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 98-784, FOR THE PURPOSE OF GRANTING A FRANCHISE TO WILLAMETTE RESOURCES, INC. FOR THE PURPOSE OF OPERATING A SOLID WASTE FACILITY AUTHORIZED TO RECEIVE PUTRESCIBLE WASTES, DELIVER THEM DIRECTLY TO METRO'S CONTRACT DISPOSAL OPERATOR, AND TO CONDUCT OTHER ACTIVITIES.

December 3, 1998

Presented by: Bruce Warner
Leann Linson

I. Summary and Recommendation

A. Effect of Passage

Approval of Ordinance No. 98-784 will grant a franchise to Willamette Resources, Inc. (WRI) to operate a solid waste facility, Willamette Resources, Inc., in Wilsonville, Oregon. The franchise: (1) authorizes WRI to accept putrescible waste at the facility; (2) authorizes delivery of putrescible waste directly to Metro's contract disposal operator¹ and specifies performance standards for transporting putrescible waste; (3) re-authorizes acceptance of wastes and performance of activities that are currently allowed by the Metro license for Willamette Resources, Inc.; (4) establishes standards for managing wastes on site; and (5) limits disposal of putrescible waste and processing residual to a combined total of 50,000 tons annually.

B. Executive Officer's Recommendation

The Executive Officer recommends approval of Ordinance No. 98-784 granting a franchise to Willamette Resources, Inc. for the Willamette Resources, Inc. facility, subject to the terms and conditions that are incorporated in the franchise document attached as Exhibit A to Ordinance No. 98-784.

II. Background

A. Reason for the Ordinance

Metro Code Section 5.01.070 requires that the Executive Officer review applications for franchises that are filed in accordance with Metro Code Section 5.01.060. Ordinance No. 98-784 is a response to an application duly filed by Willamette Resources, Inc. pursuant to Metro Code Chapter 5.01.060.

B. The Applicant and the Applicant's Request

Willamette Resources, Inc. is the operator of a solid waste facility, also referred to as Willamette Resources, Inc., that is currently licensed by Metro to perform material recovery on non-putrescible waste; and to accept source-separated recyclable material.

In an initial inquiry to Metro staff, WRI expressed interest in receiving additional authorizations at Willamette Resources, Inc.: (1) to accept putrescible waste, and (2) to transport this putrescible waste directly to Columbia Ridge Landfill in Gilliam County, Oregon.

¹ Currently, Oregon Waste Systems at Columbia Ridge Landfill

C. Metro Code Provisions Related to the Applicant's Request

Based on this information, Metro staff determined that the following requests would trigger the indicated provisions of Metro code:

- ☐ This licensee's request to accept putrescible waste would be a Change of Authorization under Metro Code §5.01.095(a)(1).
- ☐ The licensee's request for direct hauling would be a Change of Authorization under Metro Code §5.01.095(a)(2).
- ☐ Metro Code §5.01.095(a) stipulates that the licensee must apply for both types of changes pursuant to Metro Code §5.01.060.
- ☐ All prospective applicants must attend a pre-application conference as specified in Metro Code §5.01.055.

Accordingly, representatives of WRI were invited to schedule a pre-application conference when they wanted to initiate the application procedure.

III. Application Procedure

A. Pre-Application Conference

Under Metro code, the purpose of the pre-application conference is to share basic information and to inform the prospective applicant of the requirements of the application process. Specifically, the prospective applicant is asked to describe the types of waste proposed to be accepted; activities proposed to be performed; and a description of the site, facility, operation, management, and conditions under which these activities will take place. Based on the prospective applicant's representation, Metro staff will inform the prospective applicant of the code provisions that apply to his proposal, the information and burden of proof required of the applicant, evaluation criteria, and the application process and schedule.

A pre-application conference was held at Metro Regional Center with representatives from WRI, who provided the following information:

- ☐ WRI would seek authorization to:
 - Accept putrescible waste at Willamette Resources, Inc.,
 - Haul putrescible waste directly to Columbia Ridge Landfill,
- ☐ WRI represented that other activities at Willamette Resources, Inc. would be largely unaffected by these new authorizations.
- ☐ WRI proposed to accept putrescible waste such that, when added to the dry waste processing residual, would not exceed 50,000 tons per year landfilled.
- ☐ WRI indicated that the company may be able to deliver more than 50,000 tons of putrescible waste to Willamette Resources, Inc., and would consider applying for a larger authorization if Metro later made this option available.
- ☐ The City of Wilsonville has granted land use approval for the proposed activities.
- ☐ The DEQ Disposal Site Permit has been amended to allow the proposed activities.

On the basis of these representations, Metro staff conveyed the following points to the prospective applicant:

- The initial finding was verified, that the direct haul activity and proposed wastestreams are Changes of Authorization to the license, and require application pursuant to Metro Code §5.01.060.
- WRI would not have to address Metro Code §5.01.060(d) if the applicant does not request authorization to dispose of more than 50,000 tons of waste per year.
- Because direct hauling requires a franchise under Metro Code §5.01.045(c)(4), the entire application would be evaluated under the standards for issuance of franchises in Metro Code §5.01.070.
- If granted, the franchise would re-authorize all of the solid wastes and activities allowed under the current solid waste facility license.
- In addition to the Regional System Fee, WRI will be required to pay the disposal charge and "in lieu of" tax on directly-hauled tonnage as provided for in Metro Code §5.02.030 and §7.01.020(c), respectively.

B. Application for Franchise

Subsequent to the pre-application conference, WRI submitted an Application for Franchise to the Regional Environmental Management Department at Metro. In this section of the staff report, the application package is analyzed for compliance with Metro Code §5.01.060, "Applications for Certificates, Licenses or Franchises."

1. On September 16, 1998, the REM Director, acting on behalf of the Executive Officer, accepted an application from WRI consistent with the representations made in the pre-application conference. The application was submitted in the format provided by the Executive Officer. Accordingly, the application is responsive to Metro Code §5.01.060(a) requirements.
2. The application included a description of the new activities to be performed and the wastes to be accepted—again, consistent with the representations made in the pre-application conference. Accordingly, the application is responsive to Metro Code §5.01.060(b) requirements.
3. Metro Code §5.01.060(c) lists seven attachments that must be included with the application. These are listed in the table on the next page, together with a description of the materials submitted by the applicant.

Staff has examined the applicant's submittals and has found them to be responsive to Metro Code §5.01.060(c) requirements. However, staff finds that while the applicant's response to the issue of financial assurance for closure is valid (see the wording under (4) in the table on the next page), it would not be enforceable in practice by Metro. Consequently, staff recommends that Council include as a condition in Ordinance 98-784 a clause requiring that the applicant provide a form of financial assurance, or an agreement that implements the applicant's representations based on commitments to maintaining economic value.

4. Metro Code §5.01.060(d) is not applicable to this applicant.
5. Metro Code §5.01.060(e) requires that a person applying for authority to direct haul must include (1) a showing that the activity is consistent with the Regional Solid Waste Management Plan, and (2) an analysis of the cost to the regional solid waste system of allowing the direct haul activity. This information (which is analyzed in the

next section of the staff report) is included in the application. Accordingly, staff finds the application responsive to Metro Code §5.01.060(e).

Applicant's Submittals in re Metro Code §5.01.060(c)		
§	Code Requirement	Applicant Submitted
(1)	Proof of insurance	Certificate of insurance showing Metro as additional insured, in amounts exceeding Metro Code requirements.
(2)	Copies of DEQ permits	Duplicate copies of DEQ Disposal Site Permit #435 as amended August 8, 1998 and DEQ NPDES Storm Water Discharge Permit, 1200-T
(3)	Copy of DEQ closure plan	None required by DEQ. Applicant submitted a closure protocol drafted for Metro.
(4)	Financial assurance for closure	None required by DEQ. Applicant argues that, as the franchisee is also the property owner, WRI is economically motivated to remove waste from the site after closure to sustain the economic value of the property. The applicant also states that, because of the relationship of WRI to franchised collection interests in Wilsonville through United Disposal (the parent company), simply closing WRI would jeopardize other of UD's financial interests.
(5)	Signed consent by property owners	On file at Metro.
(6)	Proof of land use	Duplicate copies of Wilsonville land use actions, various dates; Certificate of Occupancy dated January 10, 1996.
(7)	Other permits	Duplicate copies of Wilsonville Business License and Oregon Department of Agriculture Type E scale license

In conclusion, the application is responsive to Metro Code §5.01.060. Accordingly, on September 22, 1998 staff determined that the applicant had complied with the application requirements for Metro franchises.

C. Issuance of Franchise

Metro Code §5.01.070 governs the evaluation and issuance of franchises. Sections (a)—(d) specify the procedures to be followed by the Executive Officer, and sections (e)—(g) specify the procedures to be followed by Metro Council. Sections (h) and (i) contain conditions that apply to all franchises.

1. Issuance of Franchise: Executive Officer's Review and Recommendation

- (a) Metro Code §5.01.070(a) requires the Executive Officer to review applications that are filed in accordance with Metro Code §5.01.060. As shown above, staff finds that the application was properly filed, responsive, and was determined to be complete on September 22, 1998. The Executive Officer's required review follows below.

- (b) Metro Code §5.01.070(b) concerns due diligence, and requires the Executive Officer to make investigation concerning the application. Because the applicant is well-known to Metro as a consequence of his status as an operator of a Metro-licensed solid waste facility and as a subsidiary of one of the largest solid waste management companies in the Willamette Valley, the investigation was limited to a review of records on file at Metro, conversations with other regulators, discussions with the applicant, and a site visit. As a result of this investigation, staff finds that no violations, citations or letters of complaint of record have been issued to the applicant by Metro or any other regulatory agency or government in regard to the operation of the Willamette Resources, Inc. facility. On the site visits, staff found a well-run operation with no observable reason to suspect impending problems or issues.
- (c) Metro Code §5.01.070(c) requires that the Executive Officer formulate recommendations regarding:
- i. Whether the applicant is qualified;
 - ii. Whether the proposed franchise complies with the Regional Solid Waste Management Plan;
 - iii. Whether the proposed franchise meets the requirements of Metro Code §5.01.060—including analyses of Regional Solid Waste Management Plan compliance and system costs for applications that request authorization for direct haul;
 - iv. Whether or not the applicant has complied or can comply with all other applicable regulatory requirements.

Staff's analysis of these four points that lead to the Executive Officer's recommendations follow:

i. Applicant Qualifications

As described in (b) above, the Executive Officer's investigation verified that the applicant and its staff have an established record of operation. The subject facility has operated for over 3 years without incurring franchise or regulatory violations. This, coupled with the applicant's experience in recycling, solid waste hauling and disposal, leads staff to conclude that the applicant is fully qualified to operate and manage the facility competently and efficiently.

ii. Compliance with the Regional Solid Waste Management Plan

The new activities sought by the applicant are outright "Recommended Practices" in the Regional Solid Waste Management Plan (Willamette Resources, Inc. would become a "reload" in the terminology of the Plan if authorized to accept putrescible waste):

Recommended Practice # 4: Allow the siting of reload facilities for the consolidation of loads hauled to appropriate disposal facilities. [p. 7-25]

The rationale for reloads under the Plan is that they assist in maintaining service levels by reducing drive time for haulers, reducing congestion at existing facilities and adding a final opportunity to recover materials.

As an outright Recommended Practice, staff concludes that the applicant's proposal complies with the Regional Solid Waste Management Plan. The

following considerations further support this finding:

- The proposed direct haul activities are allowed by the Plan.

Ordinance 98-761 was passed by Council to make it clear that allowing direct-haul of putrescible wastes to Columbia Ridge Landfill—subject to conditions and obligations required in Metro Code—is consistent with the Regional Solid Waste Management Plan. Specific code requirements include detailed standards that must be met by any long haul transport contractor.

- Operation of the facility will assist in maintaining service levels at existing Metro transfer stations.

If the facility receives 30,000—35,000 tons per year of putrescible wastes this will divert about two dozen trucks per day from Metro South. Staff believes this would make a positive contribution to alleviating congestion at Metro South.

- The facility provides an additional recovery opportunity.

Although opportunities for recovery of material from the putrescible waste stream are limited due to contamination of materials, some materials are likely to be recovered that would otherwise be landfilled. The Plan intended that reloads play this “gleaning” role.

iii. Meeting Requirements of Metro Code §5.01.060

In Section B of this Staff Report, Staff analyzed the applicant's materials pertaining to Metro Code §5.01.060(a)—(c) and found them to be responsive and adequate, subject to the condition noted in regard to financial assurance in the event of closure. In the paragraphs immediately above, staff has concluded that granting the franchise would be consistent with the Regional Solid Waste Management Plan. Thus, the requirements of Metro Code §5.01.060(e)(A) have been met. In analyzing whether the applicant has met the requirements of Metro Code §5.01.060, it remains only to examine the applicant's response to Metro Code §5.01.060(e)(B) regarding the system costs of authorizing direct haul. This analysis follows.

System Cost Analysis

Under Metro Code, the reduction of system cost is the main public purpose for approving direct haul activities. Because hauling of putrescible waste is a service already provided by Metro, as a condition of approval the applicant is required to demonstrate that he can provide this service at lower cost.

Under Metro Code, the total “system cost” is defined as the sum of the dollar amounts expended for collection, hauling, processing and transfer to dispose of the region's solid wastes. The system cost analysis is intended to identify the operating option that is least costly to the system as a whole: delivering putrescible waste to a Metro transfer station, or transporting this waste directly to Columbia Ridge by the operator.

The following table shows a cost comparison between taking consolidated loads to Metro transfer stations versus hauling them directly to Columbia Ridge. The cost to consolidate loads and direct haul to Columbia Ridge was provided by the applicant. Metro staff reviewed the applicant's numbers and assumptions and found them reasonable. The costs for Metro transfer

station operation and transportation data used in this analysis are based on the adopted FY 1998-99 budget.

System Cost Comparison for Direct Haul Authorization
(All amounts in cost per ton)

Item	Haul to Metro transfer	Direct Haul to Columbia Ridge
Consolidate loads at Willamette Resources, Inc.	\$1.09	\$1.96
Transport to Metro transfer station	\$7.29	NA
Load at Metro transfer station for transport	\$5.72	NA
Transport to Columbia Ridge	\$14.42	\$15.08
Total Cost per Ton	\$28.52	\$17.04

NOTE: The costs to collect and dispose of wastes are not shown because they do not vary among the alternatives, and therefore do not affect the system cost analysis.

This analysis shows clearly that direct hauling by this operator reduces costs. The savings on each ton of waste that is directly hauled is more than \$11.

The table shows that most of the cost savings results from (1) avoiding the intra-regional haul to a Metro transfer station, and (2) lower facility costs for consolidating and transferring waste into long-haul vehicles. The increase in long-haul transport to Columbia Ridge results primarily from the location of Willamette Resources, Inc. at the southern edge of the region, farther from Columbia Ridge than Metro South.

Summary

Staff finds that the applicant has complied with the requirements of Metro Code §5.01.060.

iv. Compliance with Regulatory Requirements

The applicant has obtained land use approval from the City of Wilsonville, Oregon and has received an addendum to its DEQ Solid Waste Disposal Permit that allows receipt of putrescible wastes.

These approvals, coupled with the fact that the facility has operated for over 3 years without incurring franchise or regulatory violations, leads staff to conclude that the applicant has complied—and is highly likely to continue to comply—with all other applicable regulatory requirements.

- (d) Metro Code §5.01.070(d) requires that the Executive Officer provide Metro Council with (1) the recommendations formulated in the previous section of this staff report, (2) a recommendation on whether the franchise should be approved or denied, and (3) specific conditions on the franchise if the Executive Officer recommends approval.

On the basis of the findings in Section C of this staff report, the Executive Officer finds that:

- i. The applicant is qualified
- ii. The proposal complies with the Regional Solid Waste Management Plan
- iii. The requirements of Metro Code §5.01.060 have been met
- iv. The applicant has complied or can comply with all other applicable regulatory requirements.

Accordingly, the Executive Officer recommends that Metro Council grant a franchise to Willamette Resources, Inc., subject to the requirements listed in Metro Code Chapter 5.01; and further subject to the following specific conditions:

Conditions

- That the franchise limit the disposal of putrescible waste and processing residual, as a combined total, to 50,000 tons per calendar year
- That the franchisee meet the performance standards for hauling putrescible waste directly to Metro's contract disposal operator.
- That the franchisee keep source-separated yard debris separate from other solid waste, and provide records showing that these materials are delivered to a composting or processing facility, and not disposed of.
- That the franchise allow incidental recovery of recyclable and reusable materials from putrescible waste.
- Within 60 days of obtaining the franchise, the franchisee shall either: provide financial assurance in the form of a performance bond or corporate assurance in an amount acceptable to Metro's Office of General Counsel for the cost of an orderly and environmentally safe closure at any time during the active life of the facility; or execute an agreement with Metro (in a form acceptable to Metro's Office of General Counsel) that will provide for an orderly and environmentally safe closure at any time during the active life of the facility.

2. Issuance of Franchise: Consideration by Council

Metro Code §5.01.070(e)—(g) specify the procedures to be followed by Metro Council in granting a franchise. Metro Code does not require that the Executive Officer comment here; however, Administrative Procedures 101, Section 7.8.2 require that staff address the five criteria in Metro Code §5.01.070(f)(1)—(5) for consideration by the Council. These comments follow.

In determining whether to authorize the issuance of a franchise, the Council shall consider, but not be limited by, whether:

1. Granting the franchise is consistent with RSWMP
In examining this issue in Section C(ii) above, staff found in the affirmative.
2. Granting the franchise would reduce system costs.
In examining this issue in Section C(iii) above, staff found in the affirmative.

3. Granting the franchise would be unlikely to adversely affect health, safety and welfare.

The operator's experience and track record, together with the regulatory environment in which Willamette Resources, Inc. operates leads staff to conclude that it is unlikely Willamette Resources, Inc. will adversely affect the public health, safety and welfare.

4. Granting the franchise would be unlikely to unreasonably adversely affect nearby residents, property owners or the existing character of the surrounding neighborhood.

As in the foregoing, the operator's experience and track record leads staff to conclude that it is unlikely Willamette Resources, Inc. would unreasonably adversely impact the surrounding area.

5. The applicant is likely to comply with regulations and standards.

In examining this issue in Section C(iv) above, staff found that the applicant is very likely to comply with regulations and standards if the franchise were granted.

IV. Fiscal Impact

The direct haul of putrescible wastes to Metro's disposal contractor and the resulting diversion of wastes from Metro transfer stations will reduce Metro's Solid Waste Revenue Fund's gross revenues. Much of this revenue loss will be offset by a corresponding reduction in expenditures—that is, Metro will not have to pay for transfer, transport and disposal of the wastes. The fixed costs of the Metro transfer stations, which are included in the Regional System Fee, will not decline because they are not tonnage dependent.

In its fiscal impact for Metro Ordinance No. 98-762C, which authorized the direct-haul of putrescible wastes and was adopted by the Metro Council on July 23, 1998, the Department projected the diversion of 88,400 tons in aggregate from this facility and the other two facilities whose direct-haul franchise applications are being considered at this time. The Department estimated a net loss of revenues of \$2.34 per ton *for each ton diverted*. If all three facilities receive authorization to direct haul and begin those operations by the beginning of the 1999 calendar year, a total of 59,000 tons might be diverted from Metro transfer stations in the FY 1998-99 for net loss of revenues of \$138,000. If each facility direct hauls roughly one-third of the 59,000 tons, each facility would divert tonnage from Metro transfer stations resulting in a loss of about \$46,000 in net revenues for the Solid Waste Revenue Fund.

For FY 1999-00, the Department estimates that a total of 112,000 tons will be direct hauled to Metro's disposal contractor by the three direct-haul applicants. Assuming that Metro costs, fees, and rate structure remain unchanged in FY 1999-00, this would result in a net revenue loss of \$262,000 for Metro or about \$87,000 per facility. This loss could be reduced with an adjustment to the rate methodology.

In addition, community enhancement fees collected at the Metro transfer stations and distributed to the local communities impacted by Metro Central and Metro South (through the Metro Central Enhancement Committee and Oregon City, respectively) will be reduced. In FY 1998-99, these revenues would decline by a total of \$29,500 or about \$9,800 per facility and in FY 1999-00 by a total of \$37,300 or about \$12,500 per facility.

However, if the local jurisdictions in which the direct-haul facilities are located choose to impose their own enhancement fees, then these revenues could be recovered, although shifted from the Metro Central Enhancement Committee and Oregon City to the new host communities.

The potential impact of the direct-haul franchises on Metro excise tax was mitigated through the adoption of Metro Ordinance No. 98-767 by Metro Council on August 6, 1998. This companion ordinance to the ordinance revising Metro Code Chapter 5.01, established a fixed excise tax of \$1.76 per ton for each ton delivered to Metro's disposal contractor in a lieu of an excise tax on gross receipts from putrescible wastes accepted by direct-haul facilities. This change effectively negated any loss in excise tax as result of tonnage being diverted from Metro's transfer stations.

Agenda Item Number 7.3

Ordinance No. 98-785, For the Purpose of Granting a Franchise to Pride Recycling Company for the Purpose of Operating a Solid Waste Facility Authorized to Receive Putrescible Wastes, Deliver Them Directly to Metro's Contract Disposal Operator, and to Conduct Other Activities.

First Reading

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF GRANTING A	)	ORDINANCE NO. 98-785
FRANCHISE TO PRIDE RECYCLING COMPANY)	
FOR THE PURPOSE OF OPERATING A SOLID	)	Introduced by Mike Burton,
WASTE FACILITY AUTHORIZED TO RECEIVE	)	Executive Officer
PUTRESCIBLE WASTES, DELIVER THEM DIRECTLY)	
TO METRO'S CONTRACT DISPOSAL OPERATOR,)	
AND TO CONDUCT OTHER ACTIVITIES.)	

WHEREAS, Metro Code Section 5.01.045(c)(4) stipulates that a Metro Solid Waste Franchise is required for any person owning or controlling a facility from which putrescible solid waste is delivered directly to Metro's contract operator for the disposal of putrescible waste; and

WHEREAS, Pride Recycling Company currently holds Metro Solid Waste Facility License Number L-002-98 to operate Pride Recycling Company, a solid waste facility authorized to receive wastes including nonputrescible wastes but specifically excluding putrescible wastes; and

WHEREAS, Pride Recycling Company has applied for authorization to receive putrescible wastes and to deliver them directly to Metro's contract operator for the disposal of putrescible waste subject to the requirements of Metro Code including Section 5.01.127 governing the activity of direct-haul; and

WHEREAS, Pride Recycling Company has participated in a pre-application conference as required by Metro Code Section 5.01.055; and

WHEREAS, Pride Recycling Company has filed a franchise application pursuant to Metro Code Section 5.01.060 authorization to receive putrescible wastes and to directly deliver them to Metro's contract operator for the disposal of putrescible waste; and

WHEREAS, Pride Recycling Company has provided the information required in the application in the form specified by the Executive Officer; and

WHEREAS, The Executive Officer has reviewed and investigated the application of Pride Recycling Company as required by Metro Code Sections 5.01.070(a)—(b); and

WHEREAS, The Executive Officer has formulated recommendations on the criteria listed in Metro Code Section 5.01.070(c); and

WHEREAS, The Executive Officer has recommended that the franchise be granted together with specific conditions, and has forwarded those recommendations and conditions to the Council as required by Metro Code Section 5.01.070(d); and

WHEREAS, The Council finds that:

(1) All procedures for application and review pursuant to Metro Code Chapter 5.01 have been followed properly; and

(2) Granting the franchise will be consistent with the Regional Solid Waste Management Plan; and

(3) Granting the franchise will result in lower net system costs; and

(4) Granting the franchise will be unlikely to unreasonably adversely affect the health, safety and welfare of the District's residents; and

(5) Granting the franchise will be unlikely to unreasonably adversely affect nearby residents, property owners or the existing character or expected future development of the surrounding neighborhood; and

(6) The applicant has demonstrated the strong likelihood that it will comply with all the requirements and standards of Metro Code Chapter 5.01; the administrative procedures and performance standards adopted pursuant to Metro Code Section 5.01.132; and all other applicable local, state, federal laws and rules, regulations, ordinances, orders or permits pertaining in any manner to the franchise; and

(7) It is necessary that this ordinance take effect immediately pursuant to Sections 39(1) of the Metro Charter, as the nuisance impacts from solid waste facilities adversely affect the health, safety and welfare of the public; and a purpose of the franchise is to protect the health, safety and welfare of the public; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. A franchise is granted to Pride Recycling Company to own and operate a solid waste facility as described in Exhibit "A" to this Ordinance, "Solid Waste Facility Franchise," subject to the terms, conditions, and limitations contained therein.
2. The Executive Officer is authorized to issue the Solid Waste Facility Franchise, attached as Exhibit "A" to this Ordinance, to Pride Recycling Company.
3. Within 60 days of issuance of the Solid Waste Facility Franchise, Pride Recycling Company shall either: provide financial assurance in the form of a performance bond or corporate assurance in an amount acceptable to Metro's Office of General Counsel for the cost of an orderly and environmentally safe closure at any time during the active life of the facility; or execute an agreement with Metro (in a form acceptable to Metro's Office of General Counsel) that will provide for an orderly and environmentally safe closure at any time during the active life of the facility.
4. An emergency having been declared for the reasons stated above, this Ordinance shall take effect immediately, pursuant to Section 39(1) of the 1992 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

SOLID WASTE FACILITY FRANCHISE

Number F-002-98

Issued by

Metro

600 NE Grand Avenue

Portland, OR 97232

Telephone: (503) 797-1650

Issued in accordance with the provisions of Metro Code Chapter 5.01

FRANCHISEE: Pride Recycling Company P.O. Box 820 Sherwood, Oregon 97140 (503) 625-6177 FAX (503) 625-6179	FACILITY NAME AND LOCATION: Pride Recycling Company 13980 SW Tualatin-Sherwood Road Sherwood, Oregon 97140
OPERATOR: Pride Recycling Company 13980 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 (503) 625-6177 FAX (503) 625-6179	PROPERTY OWNER: Lorry Leichner P.O. Box 820 Sherwood, Oregon 97140 (503) 625-6177

This franchise is granted to the franchisee named above and is not transferable. Subject to the conditions stated in this franchise document, the franchisee is authorized to operate and maintain a solid waste facility, and to accept the solid wastes and perform the activities authorized herein.

Franchise begins: December 31, 1998

Expiration: December 31, 2003

Signed:

Acceptance & Acknowledgement of Receipt:

Signature

Signature of Franchisee

Mike Burton, Metro Executive Officer
Print name and title

Print name and title

Date

Date



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1.0 ISSUANCE

- | | | | |
|------------|---|---|----------------|
| 1.1 | Franchisee | Pride Recycling Company.
P.O. Box 820
Sherwood, OR 97140 | (503) 625-6177 |
| 1.2 | Contact | Michael L. Leichner, President | |
| 1.3 | Franchise Number | When referring to this franchise, please cite:
Metro Solid Waste Facility Franchise Number F-002-98 | |
| 1.4 | Term | Franchise effective: December 31, 1998

Franchise expires: December 31, 2003 | |
| 1.5 | Facility name and street address | Pride Recycling Company.
13980 SW Tualatin-Sherwood Road
Sherwood, OR 97140 | (503) 625-6177 |
| 1.6 | Operator | Pride Recycling Company
P.O. Box 820
Sherwood, OR 97140 | (503) 625-6177 |
| 1.7 | Facility legal description | Tax Lots 101 and 103, Section 28, Township 2S, Range 1W,
Willamette Meridian
Washington County, State of Oregon | |
| 1.8 | Facility owner | Lorry Leichner
P.O. Box 820
Sherwood, OR 97140 | (503) 625-6177 |
| 1.9 | Permission to operate | Franchisee warrants that it has obtained the property owner's consent to operate the facility as specified in this franchise. | |



2.0 CONDITIONS AND DISCLAIMERS

- | | | |
|-------------|--------------------------------|--|
| 2.1 | Guarantees | The granting of this franchise shall not vest any right or privilege in the franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise. |
| 2.2 | Non-exclusive franchise | The granting of this franchise shall not in any way limit Metro from granting other solid waste franchises within the District. |
| 2.3 | Property rights | The granting of this franchise does not convey any property rights in either real or personal property, nor does it authorize any injury to private property or invasion of property rights. |
| 2.4 | No recourse | The franchisee shall have no recourse whatsoever against the District or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event the franchise or any part thereof is determined to be invalid. |
| 2.5 | Release of liability | Metro, its elected officials, employees, or agents do not sustain any liability on account of the granting of this franchise or on account of the construction, maintenance, or operation of the facility pursuant to this franchise. |
| 2.6 | Binding nature | The conditions of this franchise are binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors and agents. |
| 2.7 | Waivers | To be effective, a waiver of any terms or conditions of this Franchise must be in writing and signed by the Metro Executive Officer. |
| 2.8 | Effect of waiver | Waiver of a term or condition of this Franchise shall not waive nor prejudice Metro's right otherwise to require performance of the same term or condition or any other term or condition. |
| 2.9 | Choice of law | The Franchise shall be construed, applied and enforced in accordance with the laws of the State of Oregon. |
| 2.10 | Enforceability | If any provision of this Franchise 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 this Franchise shall not be affected.

- | | | |
|------|-------------------------------|---|
| 2.11 | Franchise not a waiver | Nothing in this franchise shall be construed as relieving any owner, operator, or franchisee from the obligation of obtaining all required permits, licenses, or other clearances and complying with all orders, laws, regulations, reports or other requirements of other regulatory agencies. |
| 2.12 | Franchise not limiting | Nothing in this franchise is intended to limit the power of a federal, state, or local agency to enforce any provision of law relating to the solid waste facility that it is authorized or required to enforce or administer. |
| 2.13 | Inadvertent composting | Nothing in this franchise is intended to authorize or establish standards or otherwise approve of inadvertent composting resulting from the storage of organic materials. |
| 2.14 | Definitions | Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01. |

3.0 AUTHORIZATIONS

- | | | |
|-----|---|---|
| 3.1 | Purpose | This section of the franchise describes the wastes that the franchisee is authorized to accept at the facility, and the activities the franchisee is authorized to perform at the facility. |
| 3.2 | General conditions on solid wastes | The franchisee is authorized to accept at the facility only the solid wastes described in this section. The franchisee is prohibited from knowingly receiving any solid waste not authorized in this section. |
| 3.3 | General conditions on activities | The franchisee is authorized to perform at the facility only those activities that are described in this section. |
| 3.4 | Putrescible waste | The franchisee is authorized to accept putrescible waste for the purpose of delivering said putrescible waste to a disposal site authorized by this franchise; or for the purpose of transfer to a solid waste facility or disposal site designated by Metro Code Chapter 5.05 to accept putrescible waste. |



- | | | |
|------|-------------------------------------|---|
| 3.5 | Non-putrescible waste | The franchisee is authorized to accept “dry” non-putrescible solid wastes such as waste generated by non-residential generators and waste generated at construction and demolition sites, for the purpose of material recovery. |
| 3.6 | Source-separated recyclables | The franchisee is authorized to accept source-separated recyclable materials for purposes of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for marketing. |
| 3.7 | Inert materials | The franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes. |
| 3.8 | Source-separated yard debris | The franchisee is authorized to accept source-separated yard debris for transfer to a yard debris facility, a DEQ-permitted composting facility or other DEQ-permitted processing facility. |
| 3.9 | Direct haul | The franchisee is authorized to deliver putrescible waste directly from the facility to Metro’s contract operator for disposal of putrescible waste, subject to any conditions, limitations or performance standards specified in this franchise document, in Metro Code or in administrative procedures adopted pursuant to Metro Code Chapter 5.01. |
| 3.10 | Incidental recovery | The franchisee is authorized to perform “low-level” material recovery on putrescible waste, provided that these material recovery efforts are incidental to the activity of transferring the putrescible waste, and are limited to the gleaning of easily-extractable recyclable or reusable materials from the waste. |
| 3.11 | Deliveries not limited | This franchise does not limit the quantity of authorized solid wastes or other materials that may be accepted at the facility. |

4.0 LIMITATIONS AND PROHIBITIONS

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| 4.1 | Purpose | This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility. |
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| 4.2 | Limit on disposal | The franchisee shall dispose of no more than 50,000 tons of putrescible waste and processing residual, as a combined total, within each calendar year. |
| 4.3 | Prohibited waste | The franchisee shall not knowingly accept or retain any material amounts of the following types of wastes: materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; or any waste prohibited by the franchisee's DEQ Disposal Site Permit. |
| 4.4 | Material recovery required | The franchisee shall perform material recovery on "dry" non-putrescible wastes such as waste generated by non-residential generators and waste generated at construction and demolition sites, or deliver said "dry" non-putrescible wastes to a solid waste facility whose primary purpose is to recover useful materials from solid waste. |
| 4.5 | Prohibition on mixing | The franchisee shall not mix any source-separated recyclable materials or yard debris brought to the facility with any other solid wastes. Recyclable materials recovered at the facility may be combined with source-separated recyclable materials for transfer to markets, processors, or another solid waste facility that prepares such materials for reuse or recycling. |
| 4.6 | No disposal of recyclable materials | Source-separated recyclable materials may not be disposed of by landfilling or incineration. |
| 4.7 | Origin of putrescible waste | The franchisee shall accept putrescible waste that originates within the Metro boundary only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste. |
| 4.8 | Limits not exclusive | Nothing in this section of the franchise shall be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit. |



5.0 OPERATING CONDITIONS

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| 5.1 | Purpose | This section of the franchise describes criteria and standards for the operation of the facility. |
| 5.2 | Qualified Operator | The franchisee shall provide an operating staff qualified to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01. |
| 5.3 | Enclosed operations | All handling, processing, compaction or other forms of managing putrescible wastes shall occur inside facility buildings. |
| 5.4 | Operating plan | <p>The franchisee shall establish and follow procedures for accepting, managing and processing loads of solid waste received at the facility. Such procedures must be in writing and in a location where facility personnel and the Executive Officer can readily reference them. The franchisee may, from time to time, modify such procedures. The procedures shall include at least the following:</p> <ul style="list-style-type: none">a. Methods of notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility;b. Methods of inspecting incoming loads for the presence of prohibited or unauthorized waste;b. Methods for managing and transporting for disposal at an authorized disposal site each of the prohibited or unauthorized wastes if they are discovered at the facility;d. Objective criteria for accepting or rejecting loads. |
| 5.5 | Managing prohibited wastes | Upon discovery, all prohibited or unauthorized wastes shall be removed or managed in accordance with procedures established in the Operating Plan. |
| 5.6 | Managing authorized wastes | All authorized solid wastes received at the facility must, within 24-hours from receipt, be either (a) processed, (b) appropriately stored, or (c) properly disposed of. |
| 5.7 | Storage | Stored materials and solid wastes shall be suitably contained and removed at sufficient frequency to avoid creating nuisance conditions or safety hazards. Storage areas must be maintained in an orderly manner and kept free of litter. |



**5.8 Litter and
airborne
debris**

The franchisee shall operate the facility in a manner that is not conducive to the generation of litter and airborne debris. The franchisee shall:

- a. Take reasonable steps to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit.
- b. Construct, maintain, and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit.
- c. Keep all areas within the site and all vehicle access roads within $\frac{1}{4}$ mile of the site free of litter and debris.

5.9 Odor

The franchisee shall operate the facility in a manner that is not conducive to the generation of odors. The franchisee shall:

- a. Clean the areas and equipment that come into contact with solid waste on a regular basis.
- b. Establish and follow procedures for minimizing odor at the facility. Such procedures must be in writing and in a location where facility personnel and Metro inspectors can readily reference them. The franchisee may modify such procedures from time to time. The procedures shall include at least the following: (1) methods that will be used to minimize, manage, and monitor all odors of any derivation including malodorous loads received at the facility, (2) procedures for receiving and recording odor complaints, and (3) procedures for immediately investigating any odor complaints in order to determine the cause of odor emissions, and promptly remedying any odor problem at the facility.

5.10 Vectors

The franchisee shall operate the facility in a manner that is not conducive to infestation of rodents, insects, or other animals capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.

5.11 Noise

The franchisee shall operate the facility in a manner that controls the creation of excessive noise to the extent necessary to meet applicable regulatory standards and land-use regulations.



- 5.12 Water quality** The franchisee shall:
- Operate and maintain the facility to prevent contact of solid wastes with stormwater runoff and precipitation.
 - Dispose of contaminated water and sanitary sewage generated onsite in a manner complying with local, state, and federal laws and regulations.
- 5.13 Public Access** Public access to the facility shall be controlled as necessary to prevent unauthorized entry and dumping.
- 5.14 Signage** The franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, legible, and shall contain at least the following information:
- Name of the facility
 - Address of the facility;
 - Emergency telephone number for the facility;
 - Operating hours during which the facility is open for the receipt of authorized waste;
 - Fees and charges;
 - Metro's name and telephone number 797-1650; and
 - A list of all authorized and prohibited wastes.
- 5.15 Complaints** The franchisee shall respond to all written complaints on nuisances (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors). If franchisee receives a complaint, franchisee shall:
- Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of unsuccessful attempts; and
 - Log all such complaints by name, date, time and nature of complaint. Each log entry shall be retained for one year and shall be available for inspection by Metro.
- 5.16 Access to franchise document** The franchisee shall maintain a copy of this Metro Solid Waste Facility Franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.



6.0 PERFORMANCE STANDARDS FOR DIRECT HAULING

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| 6.1 | Purpose | This section of the franchise describes the standards with which the franchisee must comply for putrescible waste that is delivered directly from the facility to Metro's contract operator for disposal of putrescible waste. |
| 6.2 | Compliance with Arlington regulations | All solid waste transported through the city limits of Arlington, Oregon, shall be subject to any routing, timing, parking or other operational requirements established by the city of Arlington. |
| 6.3 | Compliance with other regulations | All equipment shall fulfill all federal, state, and local regulations. In addition, the use of exhaust brakes shall be prohibited altogether. |
| 6.4 | Transport in sealed containers | All solid waste shall be transported in completely sealed containers with leak-proof design considered wind-, water-, and odor-tight, and shall be capable of withstanding arduous, heavy-duty, repetitive service associated with the long-haul transport of solid waste. Containers using tarps or flip-tops are prohibited. Any spillage from the transport vehicles is prohibited. |
| 6.5 | Average payloads | The average weight of solid waste payloads transported during each calendar month shall be no less than 25 tons. |
| 6.6 | Limits on staging areas | Any staging areas used shall be located in areas outside or excluded from the Columbia River Gorge National Scenic Area (NSA). |
| 6.7 | Limits on stopping points | All transport vehicles shall use only designated stopping points outside the Columbia River Gorge NSA except in cases of emergency. |
| 6.8 | Limits on use of public facilities | Use of rest areas, turnouts, scenic vista points, and state parks shall be limited to cases of emergency. |
| 6.9 | Limits on hours of transport | Transportation shall not be conducted in the Columbia River Gorge NSA during the following times:
<ul style="list-style-type: none">a. 4:00 p.m. to 10:00 p.m. Friday afternoons in June, July, August, and September.b. Daylight hours on Saturdays in June, July, August, and September. |



c. All hours on Sunday in June, July, August, and September.

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| 6.10 | Splash and spray suppression | All solid waste shall be transported by use of vehicles utilizing splash and spray suppressant devices behind each wheel, and utilizing rain suppressant side flaps on all non-turning axles. |
| 6.11 | Vehicle appearance | All solid waste shall be transported by use of vehicles and equipment that shall be suitably painted and present an acceptable appearance. |
| 6.12 | Public meetings | A representative of the franchisee and its transportation carrier shall annually meet with the gorge communities and interested parties to receive input and discuss issues related to transportation of solid waste. |
| 6.13 | Reporting requirements for carrier | The franchisee shall report to Metro any accidents, citations, and vehicle inspections involving vehicles of their transportation carrier during the transporting of solid waste on behalf of the Franchisee. |
| 6.14 | Meeting with Metro | A representative of the franchisee and its transportation carrier shall meet monthly with Metro to discuss operational problems, complaints and any extraordinary occurrences. |
| 6.15 | Other reporting requirements | The franchisee shall immediately report any violations of this section of the franchise to Metro. |

7.0 FEES AND RATE SETTING

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| 7.1 | Purpose | This section of the franchise specifies fees payable by the franchisee, and describes rate regulation by Metro. |
| 7.2 | Annual fee | The franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council. |
| 7.3 | Fines | Each violation of a franchise condition shall be punishable by fines as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation. Metro reserves the right to change fines at any time by action of the Metro Council. |



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| 7.4 | Rates not regulated | The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro. |
| 7.5 | Metro fee imposed on disposal | The franchisee is liable for payment of the Metro Regional System Fee on any solid wastes delivered to a disposal site, unless these solid wastes are exempted by Metro Code Chapter 5.01. |
| 7.6 | Credit | Until the franchisee has made application for credit from Metro, and said application has been granted, the franchisee shall not transport putrescible waste directly from the facility to Metro's contract operator for disposal of putrescible waste. |
| 7.7 | Direct haul disposal charge | The franchisee shall remit to Metro the direct haul disposal charge as established in Metro Code Chapter 5.02 on each ton of putrescible waste that is transported directly from the facility to Metro's contract operator for disposal of putrescible waste, on the terms and conditions of the grant of credit from Metro. |
| 7.8 | Tax in lieu | The franchisee shall remit to Metro the "in lieu of" tax as established in Metro Code Chapter 7.01 on each ton of putrescible waste that is transported directly from the facility to Metro's contract operator for disposal of putrescible waste, on the terms and conditions of the grant of credit from Metro. |

8.0 INSURANCE REQUIREMENTS

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| 8.1 | Purpose | The section describes the types of insurance that the franchisee shall purchase and maintain at the franchisee's expense, covering the franchisee, its employees, and agents. |
| 8.2 | General liability | The franchisee shall carry broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy shall be endorsed with contractual liability coverage. |
| 8.3 | Automobile | The franchisee shall carry automobile bodily injury and property damage liability insurance. |
| 8.4 | Coverage | Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000. |



- 8.5 **Additional insureds** Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED.
- 8.6 **Worker's Compensation Insurance** The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
- 8.7 **Notification** The franchisee shall give at least 30 days written notice to the Executive Officer of any lapse or proposed cancellation of insurance coverage.

9.0 **ENFORCEMENT**

- 9.1 **Generally** Enforcement of this franchise shall be as specified in Metro Code.
- 9.2 **Authority vested in Metro** The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise 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 requirements against franchisee.
- 9.3 **Inspections** The Executive Officer may make such inspection or audit as the Executive Officer deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times with 24 hours notice to assure compliance with this franchise, Metro Code, and administrative procedures adopted pursuant to Metro Code Chapter 5.01.
- 9.4 **No Enforcement Limitations** Nothing in this franchise shall be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that



regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the franchisee's operation of the facility.

10.0 MODIFICATIONS

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| 10.1 | Modification | At any time during the term of the franchise, either the Executive Officer or the franchisee may propose amendments or modifications to this franchise. |
| 10.2 | Modification, suspension or revocation by Metro | <p>The Executive Officer may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a. Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b. Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;c. Failure to disclose fully all relevant facts;d. A significant release into the environment from the facility;e. Significant change in the character of solid waste received or in the operation of the facility;f. Any change in ownership or control, excluding transfers among subsidiaries of the franchisee or franchisee's parent corporation;g. A request from the local government stemming from impacts resulting from facility operations.h. Compliance history of the franchisee. |

11.0 GENERAL OBLIGATIONS

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| 11.1 | Compliance with law | Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures |
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adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise.

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| 11.2 | Indemnification | The franchisee shall indemnify and hold Metro, its employees, agents and elected officials harmless from any and all claims, damages, actions, losses and expenses including attorney's fees, or liability related to or arising out of or in any way connected with the franchisee's performance or failure to perform under this franchise, including patent infringement and any claims or disputes involving subcontractors. |
| 11.3 | Deliver waste to appropriate destinations | The franchisee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits; |
| 11.4 | Provide access | The franchisee shall allow the Executive Officer to have reasonable access to the premises for purposes of inspection and audit to determine compliance with this franchise, Metro Code, and the administrative procedures adopted pursuant to Metro Code Chapter 5.01. |
| 11.5 | Record-keeping and reporting. | The franchisee shall comply with the recordkeeping and reporting requirements as provided in Metro Code Chapter 5.01 and in administrative procedures adopted pursuant to Metro Code Chapter 5.01. |
| 11.6 | Compliance by agents | The franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise. |

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 98-785, FOR THE PURPOSE OF GRANTING A FRANCHISE TO PRIDE RECYCLING COMPANY FOR THE PURPOSE OF OPERATING A SOLID WASTE FACILITY AUTHORIZED TO RECEIVE PUTRESCIBLE WASTES, DELIVER THEM DIRECTLY TO METRO'S CONTRACT DISPOSAL OPERATOR, AND TO CONDUCT OTHER ACTIVITIES.

December 3, 1998

Presented by: Bruce Warner
Leann Linson

I. Summary and Recommendation

A. Effect of Passage

Approval of Ordinance No. 98-785 will grant a franchise to Pride Recycling Company (Pride) to operate a solid waste facility, Pride Recycling Company, in Sherwood, Oregon. The franchise: (1) authorizes delivery of putrescible waste directly to Metro's contract disposal operator¹ and specifies performance standards for transporting putrescible waste; (2) re-authorizes acceptance of wastes and performance of activities that are currently allowed by the Metro license for Pride Recycling Company; (3) establishes standards for managing waste on site and (4) limits disposal of putrescible waste and processing residual to a combined total of 50,000 tons annually.

B. Executive Officer's Recommendation

The Executive Officer recommends approval of Ordinance No. 98-785 granting a franchise to Pride Recycling Company for the Pride Recycling Company facility, subject to the terms and conditions that are incorporated in the franchise document attached as Exhibit A to Ordinance No. 98-785.

II. Background

A. Reason for the Ordinance

Metro Code Section 5.01.070 requires that the Executive Officer review applications for franchises that are filed in accordance with Metro Code Section 5.01.060. Ordinance No. 98-785 is a response to an application duly filed by Pride Recycling Company pursuant to Metro Code Chapter 5.01.060.

B. The Applicant and the Applicant's Request

Pride Recycling Company is the operator of a solid waste facility, also referred to as Pride Recycling Company, that is currently licensed by Metro as a transfer station to receive putrescible wastes, perform material recovery on non-putrescible waste; and to accept source-separated recyclable material.

In an initial inquiry to Metro staff, Pride expressed interest in receiving an additional authorization at Pride Recycling Company, specifically to transport putrescible waste directly to Columbia Ridge Landfill in Gilliam County, Oregon.

¹ Currently, Oregon Waste Systems at Columbia Ridge Landfill

C. Metro Code Provisions Related to the Applicant's Request

Based on this information, Metro staff determined that the following requests would trigger the indicated provisions of Metro code:

- ☐ The licensee's request for direct hauling would be a Change of Authorization under Metro Code §5.01.095(a)(2).
- ☐ Metro Code §5.01.095(a) stipulates that the licensee must apply for this change pursuant to Metro Code §5.01.060.
- ☐ All prospective applicants must attend a pre-application conference as specified in Metro Code §5.01.055.

Accordingly, representatives of Pride were invited to schedule a pre-application conference when they wanted to initiate the application procedure.

III. Application Procedure

A. Pre-Application Conference

Under Metro code, the purpose of the pre-application conference is to share basic information and to inform the prospective applicant of the requirements of the application process. Specifically, the prospective applicant is asked to describe the types of waste proposed to be accepted; activities proposed to be performed; and a description of the site, facility, operation, management, and conditions under which these activities will take place. Based on the prospective applicant's representation, Metro staff will inform the prospective applicant of the code provisions that apply to his proposal, the information and burden of proof required of the applicant, evaluation criteria, and the application process and schedule.

A pre-application conference was held at Metro Regional Center with representatives from Pride, who provided the following information:

- ☐ Pride would seek authorization to haul putrescible waste directly to Columbia Ridge Landfill,
- ☐ Pride represented that other activities at Pride Recycling Company would be largely unaffected by these new authorizations.
- ☐ Pride proposed to accept putrescible waste such that, when added to the dry waste processing residual, would not exceed 50,000 tons per year landfilled.
- ☐ The City of Sherwood has granted land use approval for the proposed activities.
- ☐ The DEQ Disposal Site Permit already allows acceptance of putrescible waste.

On the basis of these representations, Metro staff conveyed the following points to the prospective applicant:

- ☐ The initial finding was verified, that the direct haul activity is a Change of Authorization to the license, and requires application pursuant to Metro Code §5.01.060.
- ☐ Pride would not have to address Metro Code §5.01.060(d) if the applicant does not request authorization to dispose of more than 50,000 tons of waste per year.
- ☐ Because direct hauling requires a franchise under Metro Code §5.01.045(c)(4), the

entire application would be evaluated under the standards for issuance of franchises in Metro Code §5.01.070.

- If granted, the franchise would re-authorize all of the solid wastes and activities allowed under the current solid waste facility license.
- In addition to the Regional System Fee, Pride will be required to pay the disposal charge and "in lieu of" tax on directly-hauled tonnage as provided for in Metro Code §5.02.030 and §7.01.020(c), respectively.

B. Application for Franchise

Subsequent to the pre-application conference, Pride submitted an Application for Franchise to the Regional Environmental Management Department at Metro. In this section of the staff report, the application package is analyzed for compliance with Metro Code §5.01.060, "Applications for Certificates, Licenses or Franchises."

1. On September 25, 1998, the REM Director, acting on behalf of the Executive Officer, accepted an application from Pride consistent with the representations made in the pre-application conference. The application was submitted in the format provided by the Executive Officer. Accordingly, the application is responsive to Metro Code §5.01.060(a) requirements.
2. The application included a description of the new activity to be performed—again, consistent with the representations made in the pre-application conference. Accordingly, the application is responsive to Metro Code §5.01.060(b) requirements.
3. Metro Code §5.01.060(c) lists seven attachments that must be included with the application. These are listed in the table on the next page, together with a description of the materials submitted by the applicant.

Staff has examined the applicant's submittals and has found them to be responsive to Metro Code §5.01.060(c) requirements. However, staff finds that while the applicant's response to the issue of financial assurance for closure is valid (see the wording under (4) in the table on the next page), it would not be enforceable in practice by Metro. Consequently, staff recommends that Council include as a condition in Ordinance 98-785 a clause requiring that the applicant provide a form of financial assurance, or an agreement that implements the applicant's representations based on commitments to maintaining economic value.

4. Metro Code §5.01.060(d) is not applicable to this applicant.
5. Metro Code §5.01.060(e) requires that a person applying for authority to direct haul must include (1) a showing that the activity is consistent with the Regional Solid Waste Management Plan, and (2) an analysis of the cost to the regional solid waste system of allowing the direct haul activity. This information (which is analyzed in the next section of the staff report) is included in the application. Accordingly, staff finds the application responsive to Metro Code §5.01.060(e).

In conclusion, the application is responsive to Metro Code §5.01.060. Accordingly, on October 3, 1998 staff determined that the applicant had complied with the application requirements for Metro franchises.

Applicant's Submittals in re Metro Code §5.01.060(c)		
§	Code Requirement	Applicant Submitted
(1)	Proof of insurance	Certificate of insurance showing Metro as additional insured, in amounts exceeding Metro Code requirements.
(2)	Copies of DEQ permits	Duplicate copies of DEQ Disposal Site Permit #422.
(3)	Copy of DEQ closure plan	None required by DEQ. Applicant submitted a closure protocol drafted for Metro.
(4)	Financial assurance for closure	None required by DEQ. Applicant has represented that, as the franchisee is also the property owner, Pride is economically motivated to remove waste from the site after closure to sustain the economic value of the property. The applicant also states that, because of the relationship of Pride to franchised collection interests in Sherwood, simply closing Pride would jeopardize Pride's economic interests in the collection franchise..
(5)	Signed consent by property owners	Metro Consent Form signed by Lorry Leichner 9-22-1998 included.
(6)	Proof of land use	Duplicate copies of Sherwood conditional use actions, various dates.
(7)	Other permits	Sherwood Business License certified by applicant.

C. Issuance of Franchise

Metro Code §5.01.070 governs the evaluation and issuance of franchises. Sections (a)—(d) specify the procedures to be followed by the Executive Officer, and sections (e)—(g) specify the procedures to be followed by Metro Council. Sections (h) and (i) contain conditions that apply to all franchises.

1. Issuance of Franchise: Executive Officer's Review and Recommendation

- (a) Metro Code §5.01.070(a) requires the Executive Officer to review applications that are filed in accordance with Metro Code §5.01.060. As shown above, staff finds that the application was properly filed, responsive, and was determined to be complete on September 22, 1998. The Executive Officer's required review follows below.
- (b) Metro Code §5.01.070(b) concerns due diligence, and requires the Executive Officer to make investigation concerning the application. Because the applicant is well-known to Metro as a consequence of his status as an operator of a Metro-licensed solid waste facility and as a long-standing solid waste management company in the Portland Metro area, the investigation was limited to a review of records on file at Metro, conversations with other regulators, discussions with the applicant, and a site visit. As a result of this investigation, staff finds that no violations, citations or letters of complaint of record have been issued to the

applicant by Metro or any other regulatory agency or government in regard to the operation of the Pride Recycling Company facility. On the site visits, staff found a well-run operation with no observable reason to suspect impending problems or issues.

(c) Metro Code §5.01.070(c) requires that the Executive Officer formulate recommendations regarding:

- i. Whether the applicant is qualified;
- ii. Whether the proposed franchise complies with the Regional Solid Waste Management Plan;
- iii. Whether the proposed franchise meets the requirements of Metro Code §5.01.060—including analyses of Regional Solid Waste Management Plan compliance and system costs for applications that request authorization for direct haul;
- iv. Whether or not the applicant has complied or can comply with all other applicable regulatory requirements.

Staff's analysis of these four points that lead to the Executive Officer's recommendations follow:

i. Applicant Qualifications

As described in (b) above, the Executive Officer's investigation verified that the applicant and its staff have an established record of operation. The subject facility has operated for over 8 years without incurring franchise or regulatory violations. This, coupled with the applicant's experience in recycling, solid waste hauling and disposal, leads staff to conclude that the applicant is fully qualified to operate and manage the facility competently and efficiently.

ii. Compliance with the Regional Solid Waste Management Plan

The new activities sought by the applicant are outright "Recommended Practices" in the Regional Solid Waste Management Plan (Pride Recycling Company would become a "reload" in the terminology of the Plan if authorized to accept putrescible waste):

Recommended Practice # 4: Allow the siting of reload facilities for the consolidation of loads hauled to appropriate disposal facilities. [p. 7-25]

The rationale for reloads under the Plan is that they assist in maintaining service levels by reducing drive time for haulers, reducing congestion at existing facilities and adding a final opportunity to recover materials.

As an outright Recommended Practice, staff concludes that the applicant's proposal complies with the Regional Solid Waste Management Plan. The following considerations further support this finding:

- The proposed direct haul activities are allowed by the Plan.

Ordinance 98-761 was passed by Council to make it clear that allowing direct-haul of putrescible wastes to Columbia Ridge Landfill—subject to conditions and obligations required in Metro Code—is consistent with the Regional Solid Waste Management Plan. Specific code requirements include detailed standards that must be met by any long haul transport contractor.

- Operation of the facility will assist in maintaining service levels at existing Metro transfer stations.

If the facility receives 30,000—35,000 tons per year of putrescible wastes this will divert about two dozen trucks per day from Metro South. Staff believes this would make a positive contribution to alleviating congestion at Metro South.

- The facility provides an additional recovery opportunity.

Although opportunities for recovery of material from the putrescible waste stream are limited due to contamination of materials, some materials are likely to be recovered that would otherwise be landfilled. The Plan intended that reloads play this "gleaning" role.

iii. Meeting Requirements of Metro Code §5.01.060

In Section B of this Staff Report, Staff analyzed the applicant's materials pertaining to Metro Code §5.01.060(a)—(c) and found them to be responsive and adequate, subject to the condition noted in regard to financial assurance in the event of closure. In the paragraphs immediately above, staff has concluded that granting the franchise would be consistent with the Regional Solid Waste Management Plan. Thus, the requirements of Metro Code §5.01.060(e)(A) have been met. In analyzing whether the applicant has met the requirements of Metro Code §5.01.060, it remains only to examine the applicant's response to Metro Code §5.01.060(e)(B) regarding the system costs of authorizing direct haul. This analysis follows.

System Cost Analysis

Under Metro Code, the reduction of system cost is the main public purpose for approving direct haul activities. Because hauling of putrescible waste is a service already provided by Metro, as a condition of approval the applicant is required to demonstrate that he can provide this service at lower cost.

Under Metro Code, the total "system cost" is defined as the sum of the dollar amounts expended for collection, hauling, processing and transfer to dispose of the region's solid wastes. The system cost analysis is intended to identify the operating option that is least costly to the system as a whole: delivering putrescible waste to a Metro transfer station, or transporting this waste directly to Columbia Ridge by the operator.

The table on the next page shows a cost comparison between taking consolidated loads to Metro transfer stations versus hauling them directly to Columbia Ridge. The cost to consolidate loads and direct haul to Columbia Ridge was provided by the applicant. Metro staff reviewed the applicant's numbers and assumptions and found them reasonable. The costs for Metro transfer station operation and transportation data used in this analysis are based on the adopted FY 1998-99 budget.

System Cost Comparison for Direct Haul Authorization
(All amounts in cost per ton)

Item	Haul to Metro transfer	Direct Haul to Columbia Ridge
Consolidate loads at Pride Recycling Company	No change. Pride already reloads to Metro and will use the same containers for direct haul	
Transport to Metro transfer station	\$5.20	NA
Load at Metro transfer station for transport	\$5.72	NA
Transport to Columbia Ridge	\$14.42	\$16.25
Total Cost per Ton	\$25.34	\$16.25

NOTE: The costs to collect and dispose of wastes are not shown because they do not vary among the alternatives, and therefore do not affect the system cost analysis.

This analysis shows clearly that direct hauling by this operator reduces costs. The savings on each ton of waste that is directly hauled is more than \$9.

The table shows that most of the cost savings results from (1) avoiding the intra-regional haul to a Metro transfer station, and (2) lower facility costs for consolidating and transferring waste into long-haul vehicles. The increase in long-haul transport to Columbia Ridge results primarily from the location of Pride Recycling Company at the southwestern edge of the region, farther from Columbia Ridge than Metro South.

Summary

Staff finds that the applicant has complied with the requirements of Metro Code §5.01.060.

iv. Compliance with Regulatory Requirements

The applicant has obtained land use approval from the City of Sherwood, Oregon. Pride's DEQ Solid Waste Disposal Permit already permits putrescible and non-putrescible waste to be accepted at the facility, and does not need amending to allow direct hauling.

These approvals, coupled with the fact that the facility has operated for over 8 years without incurring franchise or regulatory violations, leads staff to conclude that the applicant has complied—and is highly likely to continue to comply—with all other applicable regulatory requirements.

- (d) Metro Code §5.01.070(d) requires that the Executive Officer provide Metro Council with (1) the recommendations formulated in the previous section of this staff report, (2) a recommendation on whether the franchise should be approved or denied, and (3) specific conditions on the franchise if the Executive Officer recommends approval.

On the basis of the findings in Section C of this staff report, the Executive Officer finds that:

- i. The applicant is qualified
- ii. The proposal complies with the Regional Solid Waste Management Plan
- iii. The requirements of Metro Code §5.01.060 have been met
- iv. The applicant has complied or can comply with all other applicable regulatory requirements.

Accordingly, the Executive Officer recommends that Metro Council grant a franchise to Pride Recycling Company, subject to the requirements listed in Metro Code Chapter 5.01; and further subject to the following specific conditions:

Conditions

- That the franchise limit the disposal of putrescible waste and processing residual, as a combined total, to 50,000 tons per calendar year
- That the franchisee meet the performance standards for hauling putrescible waste directly to Metro's contract disposal operator.
- That the franchisee keep source-separated yard debris separate from other solid waste, and provide records showing that these materials are delivered to a composting or processing facility, and not disposed of.
- That the franchise allow incidental recovery of recyclable and reusable materials from putrescible waste.
- Within 60 days of obtaining the franchise, the franchisee shall either: provide financial assurance in the form of a performance bond or corporate assurance in an amount acceptable to Metro's Office of General Counsel for the cost of an orderly and environmentally safe closure at any time during the active life of the facility; or execute an agreement with Metro (in a form acceptable to Metro's Office of General Counsel) that will provide for an orderly and environmentally safe closure at any time during the active life of the facility.

2. Issuance of Franchise: Consideration by Council

Metro Code §5.01.070(e)—(g) specify the procedures to be followed by Metro Council in granting a franchise. Metro Code does not require that the Executive Officer comment here; however, Administrative Procedures 101, Section 7.8.2 require that staff address the five criteria in Metro Code §5.01.070(f)(1)—(5) for consideration by the Council. These comments follow.

In determining whether to authorize the issuance of a franchise, the Council shall consider, but not be limited by, whether:

1. Granting the franchise is consistent with RSWMP
In examining this issue in Section C(ii) above, staff found in the affirmative.
2. Granting the franchise would reduce system costs.
In examining this issue in Section C(iii) above, staff found in the affirmative.

3. Granting the franchise would be unlikely to adversely affect health, safety and welfare.

The operator's experience and track record, together with the regulatory environment in which Pride Recycling Company operates leads staff to conclude that it is unlikely Pride Recycling Company will adversely affect the public health, safety and welfare.

4. Granting the franchise would be unlikely to unreasonably adversely affect nearby residents, property owners or the existing character of the surrounding neighborhood.

As in the foregoing, the operator's experience and track record leads staff to conclude that it is unlikely Pride Recycling Company would unreasonably adversely impact the surrounding area.

5. The applicant is likely to comply with regulations and standards.

In examining this issue in Section C(iv) above, staff found that the applicant is very likely to comply with regulations and standards if the franchise were granted.

IV. Fiscal Impact

The direct haul of putrescible wastes to Metro's disposal contractor and the resulting diversion of wastes from Metro transfer stations will reduce Metro's Solid Waste Revenue Fund's gross revenues. Much of this revenue loss will be offset by a corresponding reduction in expenditures—that is, Metro will not have to pay for transfer, transport and disposal of the wastes. The fixed costs of the Metro transfer stations, which are included in the Regional System Fee, will not decline because they are not tonnage dependent.

In its fiscal impact for Metro Ordinance No. 98-762C, which authorized the direct-haul of putrescible wastes and was adopted by the Metro Council on July 23, 1998, the Department projected the diversion of 88,400 tons in aggregate from this facility and the other two facilities whose direct-haul franchise applications are being considered at this time. The Department estimated a net loss of revenues of \$2.34 per ton *for each ton diverted*. If all three facilities receive authorization to direct haul and begin those operations by the beginning of the 1999 calendar year, a total of 59,000 tons might be diverted from Metro transfer stations in the FY 1998-99 for net loss of revenues of \$138,000. If each facility direct hauls roughly one-third of the 59,000 tons, each facility would divert tonnage from Metro transfer stations resulting in a loss of about \$46,000 in net revenues for the Solid Waste Revenue Fund.

For FY 1999-00, the Department estimates that a total of 112,000 tons will be direct hauled to Metro's disposal contractor by the three direct-haul applicants. Assuming that Metro costs, fees, and rate structure remain unchanged in FY 1999-00, this would result in a net revenue loss of \$262,000 for Metro or about \$87,000 per facility. This loss could be reduced with an adjustment to the rate methodology.

In addition, community enhancement fees collected at the Metro transfer stations and distributed to the local communities impacted by Metro Central and Metro South (through the Metro Central Enhancement Committee and Oregon City, respectively) will be reduced. In FY 1998-99, these revenues would decline by a total of \$29,500 or about \$9,800 per facility and in FY 1999-00 by a total of \$37,300 or about \$12,500 per facility.

However, if the local jurisdictions in which the direct-haul facilities are located choose to impose their own enhancement fees, then these revenues could be recovered, although shifted from the Metro Central Enhancement Committee and Oregon City to the new host communities.

The potential impact of the direct-haul franchises on Metro excise tax was mitigated through the adoption of Metro Ordinance No. 98-767 by Metro Council on August 6, 1998. This companion ordinance to the ordinance revising Metro Code Chapter 5.01, established a fixed excise tax of \$1.76 per ton for each ton delivered to Metro's disposal contractor in a lieu of an excise tax on gross receipts from putrescible wastes accepted by direct-haul facilities. This change effectively negated any loss in excise tax as result of tonnage being diverted from Metro's transfer stations.

Agenda Item Number 8.1

Resolution No. 98-2713, For the Purpose of Authorizing Release of RFB #98B-63-REM, for the provision of Diesel Fuel.

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 98-2713
RELEASE OF RFB # 98B-63-REM, FOR)	
THE PROVISION OF DIESEL FUEL	)	Introduced by
	)	Mike Burton, Executive Officer

WHEREAS, Metro currently purchases the diesel fuel used by the Waste Transport Services Contractor in order to realize savings due to avoidance of the federal excise tax on the fuel; and

WHEREAS, The current supplier agreement for an eastern Oregon cardlock expires November 30, 1998; and

WHEREAS, RFB # 98B-63-REM attached as Exhibit "A" will procure a replacement supply agreement so that Metro may continue to realize savings of at least twenty-four cents per gallon; and

WHEREAS, This resolution was submitted to the Executive Officer for consideration and was forwarded to the Metro Council for approval; now therefore,

BE IT RESOLVED,

1. That the Metro Council authorizes issuance of RFB # 98B-63-REM, attached hereto as Exhibit "A".

2. That the Metro Council, pursuant to Section 2.04.026(b) of the Metro Code, authorizes the Executive Officer to execute a contract with the lowest responsive bidder.

ADOPTED by the Metro Council this _____ day of _____, 1998.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

EXHIBIT "A"

**REQUEST FOR BIDS
FOR
THE PROVISION OF DIESEL FUEL**

RFB #98B-63-REM

Metro
Regional Environmental Management
600 NE Grand Avenue
Portland, OR 97232

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SAMPLE PUBLIC CONTRACT

BID FORMS

INVITATION TO BID

Metro is requesting bids for the supply of approximately 1.3 million gallons of No. 2, low sulfur branded diesel fuel. Fuel shall be supplied at a commercial cardlock located in eastern Oregon on Highway 19 between the city of Arlington and the Columbia Ridge Landfill.

Prospective bidders may obtain bid documents by contacting the Regional Environmental Management Department of Metro at (503) 797-1650. Sealed bids must be delivered to the Regional Environmental Management Department at Metro, 600 NE Grand Avenue, Portland, Oregon, 97232-2736, to the attention of Chuck Geyer, no later than 3:00 p.m., _____, _____, 1998, at which time they will be publicly opened and read in Room ____ Metro Regional Center. The effective date of contracts awarded under this request for bids will be December 1, 1998.

INSTRUCTIONS TO BIDDERS

BID

Metro is requesting bids for the supply of approximately 1.3 million gallons of No. 2, low sulfur branded diesel fuel. Fuel shall be supplied at a commercial cardlock located in eastern Oregon on Highway 19 between the city of Arlington and the Columbia Ridge Landfill. Bids must be enclosed in a sealed envelope and mailed or delivered to the Metro Regional Environmental Management Department, 600 NE Grand, Portland, Oregon 97232-2736, Attention, Chuck Geyer, Project Manager, no later than 3:00 p.m., _____, 1998, at which time they will be publicly opened. A bid may not be submitted by Facsimile (FAX) transmittal.

The outside of the envelope shall plainly identify the subject of the Bid, the opening date, and the Bid number.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Bid, or his authorized representative.

All bids must be on the forms furnished by Metro or they may be rejected by Metro. The forms should be accompanied by technical information, including site plans, demonstrating compliance with the requirements of the Scope of Work.

COST OF BID

This invitation to Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

ERRORS/OMISSIONS

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; or not in complete conformance with any and all conditions of the bidding documents, including but not limited to the requirements of the Scope of Work, as determined at the sole discretion of Metro.

ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or interpretation of the contract documents shall be delivered to the Project Manager, in writing, at least four (4) business days prior to the Bid opening date and time. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Bidders, an addendum will be issued to all

known specification holders. The provisions of any written addenda issued by the Procurement Officer or Project Manager at least seventy two (72) hours prior to the Bid opening date and time shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse compliance therewith by the successful bidder.

MODIFICATION OF BID

An offer to modify the bid which is received from the successful Bidder after award of contract which makes the terms of the Bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

WITHDRAWAL OF BIDS

A Bidder may withdraw its bid in person, or by written or telegraphic request which are received prior to the scheduled closing time for filing Bids. A bid may not be withdrawn by FAX or telephone. Negligence on the part of the Bidder in preparing his bid confers no right to withdraw the bid after the scheduled closing time for filing Bids.

LATE BID

Bids received after the scheduled closing time for filing Bids will be returned to the Bidder unopened, unless such closing time is extended by Metro.

EXECUTION

Each Bid shall be submitted on the Bid Forms provided and give the Bidder's full business address and bear its legal signature.

Bids by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Bids by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If the Bid is signed by an agent who is not an officer of the corporation or a member of the partnership, a notarized Power of Attorney must be on file with Metro prior to the opening of Bids or be submitted with the Bid. Without such notice of authority, the Bid shall be considered improperly executed, defective and therefore nonresponsive.

A Bid submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

It is understood that the Bidder, before submitting a Bid, has made a careful examination of the plans, specifications, and contract; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it has made a careful examination of the location and condition of the work and the sources of supply for materials.

COMPLIANCE

Each Bidder shall inform itself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

ELIGIBILITY

Prior to submitting a Bid, all Bidders on public works/construction projects are required to be registered with the State of Oregon Construction Contractors Board, pursuant to ORS 701.035.

This project is not considered a public works or construction project.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

PERMITS AND LICENSES

Each Bidder shall obtain and include in his Bid the cost for all permits and licenses which may be required to perform the contract.

CONFLICT OF INTEREST

A Bidder filing a bid thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

IMMATERIAL VARIANCES

Metro reserves the right to determine whether the equipment, site or materials proposed by the Bidder comply substantially, in quality and performance, with the specifications, and whether they are acceptable to Metro, and whether any variance listed by the Bidder in a bid is material or immaterial.

"OR APPROVED EQUAL" CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, site characteristics or kinds of materials may be specified, either by description or by designating a manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If a Bidder proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

1. Bidder shall submit to Metro, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, five (5) work days prior to the Bid opening date and time.

If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release.

2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.
3. If Metro determines that the proposed item, material or process is of equal value, utility or merit, the Project Manager shall notify all potential Bidders of record by issuance of an addendum at least seventy two (72) hours prior to the Bid opening date and time.

QUANTITIES

Metro makes no guarantees as to the exact quantities to be purchased. The figures provided are intended merely as guides and Bidders are warned not to construe them as a guarantee to purchase any amount.

Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

TERMS

A Bid may be rejected if it requires payment in less time than the period specified in the Scope of Work.

PRICES

All prices submitted shall be submitted on the appropriate Bid Form and be firm during the contract period. If unit prices are requested, they should be provided for each unit on which there is a Bid. All prices shall be F.O.B. the destination designated by Metro.

WARRANTY/GUARANTY

Each Bid for the furnishing of materials and equipment shall provide an explanation of both the Bidder's and manufacturer's warranties on materials and workmanship if requested.

Every Bid shall include any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

SERVICE

Each Bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to the Metro.

DELIVERY

Bidders must be able to demonstrate compliance with requirements of the Scope of Work, at the time of bid opening, to Metro's satisfaction. Noncompliance with the requirements of the Scope of Work, in Metro's sole opinion, shall result in rejection of the Bid as nonresponsive.

The successful Bidder shall notify Metro, in writing, within two (2) business days of bid opening if fuel will not be available as required. Upon receipt of such notice from the successful Bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible Bidder.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for later cancellation.

BID SECURITY

All Bids in excess of \$25,000 must be accompanied by a Bid deposit in the form of cashier's check or certified check drawn on a bank in good standing, or a Bid bond issued by a surety authorized to conduct such business in the state of Oregon. The deposit will be \$500.00. The deposit shall serve as a guarantee that the Bidder will not withdraw the Bid for a period of sixty (60) days after Bid opening, and if awarded the Contract will execute the Metro contract within the time frame specified herein. A bid deposit of \$500 is required for this project.

The Attorney-in-Fact (Resident Agent) who executes any bond on behalf of the Surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

RESIDENT/NON-RESIDENT BIDDER

Oregon law requires Metro, in determining the lowest responsive Bidder, to add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that it is a "resident Bidder."

BASIS OF AWARD

The award shall be made to the responsible Bidder submitting the lowest responsive Bid to Metro. Any determination of the responsible Bidder submitting the most advantageous Bid and the award are subject to review and determination by the Metro Legal Counsel as to legal sufficiency of any Bid submitted. Metro reserves the right to reject any and/or all Bids in whole or in part, and to waive irregularities not affecting substantial rights.

Bids will be evaluated for responsiveness using the following criteria:

- Compliance with all instructions specified in the request for bids related to bid preparation and documentation (see in particular "Errors/Omissions");
- Cost (per Schedule of Bid Prices);
- Compliance with the Scope of Work (see in particular "OR APPROVED EQUAL" CLAUSE). Metro will utilize the technical materials submitted with the bid, as well as any additional investigations necessary, in making this determination at its sole discretion.

GENERAL CONDITIONS

NOTICE OF AWARD

Within 20 calendar days after the opening of Bids, Metro will accept one of the Bids, or combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

CONTRACT

Within two (2) business days of receipt of the contract from Metro, the successful Bidder shall sign and deliver the Contract to Metro.

BID SECURITY

Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

FOREIGN CONTRACTOR

A Contractor that is not domiciled in or registered to do business in the State of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.

WORKERS' COMPENSATION

The Contractor, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without written notice to the Procurement Officer by the new vendor.

HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication.

Therefore, the Contractor and all subcontractors and suppliers within his control shall notify Metro and all parties to the agreement as to:

- Hazardous materials to which they may be exposed on site;
- Employee measures to lessen the possibility of exposure;
- All contractor measures to reduce the risk;
- Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site.

For further information or clarification, contact the Metro Risk Management Division at 797-1615.

DELIVERY TIMES

The Contractor shall deliver the fuel as described in the Scope of Work.

FAILURE TO PERFORM

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low Bidder shall pay the difference between the accepted low Bid price and the purchase price or accept an offset against any monies then owed by Metro.

PATENTS

The Contractor agrees to protect, to defend (if Metro requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of the work covered by this contract.

INVOICES

Invoices shall be prepared and submitted unless otherwise specified. Invoices shall contain the information as described in the Scope of Work.

LAW OF STATE OF OREGON

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

SPECIAL CONDITIONS

MINORITY, WOMEN-OWNED AND EMERGING SMALL BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code Section 2.04.100.

Copies of that document are available from the Risk & Contracts Management Division, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or by calling (503) 797-1714.

BONDS/BID SECURITY

No performance bonds are required for this project.

PREVAILING WAGE

Prevailing wage requirements do not apply to this project.

SCOPE OF WORK

SCOPE OF WORK

I. BACKGROUND/HISTORY OF PROJECT

In 1991, Metro began transporting solid waste generated in the region to the Columbia Ridge Landfill located in Gilliam County, Oregon approximately 150 miles east of Portland, Oregon. Transport of the waste is provided through a contract with Specialty Transportation Services, Inc. (STS).

Loads of waste to be transported are prepared at Metro transfer stations by compactors. One transfer station is located in Oregon City (Metro South Station) and the other in northwest Portland (Metro Central Station). A load of waste is 7 x 7 x 39 feet in size and weighs about 29 tons. In calendar year 1997, STS transported 25,000 loads of waste from the transfer stations to the Columbia Ridge Landfill.

The typical STS driver transports two loads per day. Beginning at the landfill, a driver takes an empty trailer to a transfer station, picks up a full trailer which is transported to a staging area located in Rufus. At the staging area, an empty trailer is picked up for another trip to a transfer station, where a full trailer is picked up and transported to the landfill. Full trailers left at the staging area in Rufus are shuttled to the landfill. Several tractors are based at the Metro Central Station, the rest are based at the landfill.

From March through October, the tractors are generally fueled at the beginning of a driver's shift at a cardlock located on HWY 19 between the landfill and the city of Arlington. During winter conditions, the landfill-based vehicles are fueled after leaving the staging area so that they are fully fueled during the night at the landfill. This helps prevent fuel system problems due to freezing temperatures.

STS utilizes approximately 45 tractors and 200 trailers. The tractors are Standard Peterbilt 378 three-axle conventionals with a 262 inch wheel base, plus a drop axle. The trailers are 48 foot Fruehaufs. Engines are a combination of 425 hp Cat 3406C ATAAC mechanical diesels and Cat's new electronic 3406-rated 435 hp with 1,650 pounds per foot of torque. They drive through Fuller Super 10 transmissions and Rockwell 3.90 rearends. Each tractor is equipped with one, 120 gallon fuel tank which is accessed from the driver's side. A drawing of the tractor and trailer is contained in the Appendix.

The original contract between Metro and STS provided that STS purchase all the fuel to be used in performance of the work. In April 1994, Metro began to purchase the fuel used by STS for its over-the-road vehicles through a modification of the contract. Metro proposed this modification to realize substantial cost savings. These cost savings are incurred because Metro is a political subdivision of the state of Oregon and as such is exempt from payment of federal fuel excise taxes.

As part of this modification to the STS contract, Metro agreed to provide the fuel to STS "in a manner ... reasonably consistent with historical service levels...." In 1993,

STS purchased approximately 1.4 million gallons of fuel for use by its over-the-road vehicles. About 95% of the fuel was purchased from a cardlock located in Gilliam County, on HWY 19 between the City of Arlington and the landfill. The remaining amount was purchased from cardlocks in Troutdale and Oregon City, Oregon. Metro has continued to purchase fuel in the same proportions since 1994, and plans to do so under this contract.

Since the cardlocks currently in use also supply fuel to customers who must pay the federal excise tax, the cardlock must pay the excise tax on Metro fuel when purchased from a terminal and request a refund of the tax from the federal government. The vendor must therefore be a "registered ultimate vendor" under IRS rules and comply with all IRS rules.

Detailed information on fuel purchases is located in the Appendix. While fuel has been, and still must be in the future, available on a 24 hour, seven day a week basis, most of the fuel purchases occur during the weekday. No. 2 low sulfur diesel fuel is used exclusively, except when weather conditions require "blending" to achieve non-gel operation.

The current agreements for the provision of fuel expire November 30, 1998. This RFB is intended to result in replacement agreements taking effect on December 1, 1998.

II. SCOPE OF WORK/SCHEDULE

Metro is seeking bids from qualified firms to perform the following services and to deliver the products described below.

1. Low sulfur, branded No. 2 diesel fuel shall be available 24 hours per day, seven days a week, from a commercial cardlock. The cardlock must be located on HWY 19, between the City of Arlington and Cedar Springs Road.
2. All fuel provided shall be filtered and free from impurities that might cause damage or impairment to vehicle operation. Contractor shall be liable for damages caused by fuel that is contaminated or otherwise does not meet specifications.
3. Fuel shall be winterized during cold weather to ensure 100% non-gel operation by blending with low sulfur heating fuel #1 or use of chemical additives. Contractor shall be liable for damages caused by fuel that is not properly winterized.
4. If the cardlock is disabled, Contractor shall provide fuel through a delivery truck with a meter and issue hand written receipts until the cardlock is operational. The delivery truck shall dispense fuel either at the cardlock or another location acceptable to Metro and STS. The cost and quality of fuel supplied in this manner shall be the same as if the cardlock was available, except that the

Contractor may pass through to Metro any additional, documented costs due to this alternative fueling method, if the disabling of the cardlock was beyond the control of the Contractor, as determined by Metro in its sole opinion.

5. The site proposed in the Bid must be a commercial cardlock in compliance with all applicable regulations and of sufficient size to accommodate STS tractor-trailer combinations as described in the Appendix. The site must have restrooms, water, and emergency phone services available; be well lit, clean and be in an open area as to provide a safe environment for 24-hour use by STS drivers.
6. The site shall have a minimum of two high pressure pumps available for fueling on the driver's side of the tractor regardless of the point of entry (i.e. accessing the site from the north or south). These pumps must be accessible for simultaneous fueling by a minimum of two STS vehicles. Wait times to access pumps should not exceed 10 minutes.
7. Queuing for four STS vehicles shall be available at all times on property owned or controlled by the Bidder at the proposed site. Two of the four STS vehicles may be fueling as required under item #6 in satisfaction of this queuing requirement.
8. If noncommercial customers utilize the site, a designated area shall be dedicated for use by STS vehicles and other commercial users of the site. This area of the site shall comply with the requirements of this Scope of Work and ensure separation of commercial and noncommercial traffic both onsite and while entering and exiting the site.
9. Fuel shall be accessed through the use of a card assigned to a specific tractor. The system shall be programmable to limit purchases per use and to record the invoice information described below. Contractor shall be able to cancel access to fuel within 24 hours notice from Metro, either system-wide or on an individual card basis. Contractor shall provide cards to Metro (or a designated party at STS) to access the system within 4 working days of a request.
10. The Contractor's invoice shall contain the following information.
 - for each transaction by card:

Date / time / tractor # / odometer reading / m.p.g. / # of gallons / price per gallon / total price
 - At the end of the invoice the following summary information for the invoice period shall be included: **Total gallons / total charge**

11. Payment/Bid Assumptions:

- No excise tax will be charged to Metro (contractor will have to pay excise tax if applicable and obtain a refund from IRS)
- Metro payment within 10 working days of receipt of an invoice
- Payment to the Contractor shall be based upon the "base cost" for #2 low sulfur diesel, plus the "markup" as bid on the bid sheet, plus winterization costs
- For the purposes of payment, the "base cost" for #2 low sulfur diesel during any given week (Thursday through Wednesday) shall be as published in the weekly newsletter of the Oil Price Information Service, for the City of Portland for branded #2 low sulfur diesel¹. The newsletter price is available electronically on Friday, and the published price shall apply to the period beginning with the preceding Thursday. Metro will make this price available to the Contractor.

Example: Metro receives the OPIS newsletter on Friday, July 10th, and the appropriate branded #2 low sulfur diesel average is \$.65/gal. This is the "base cost" to which Metro will add the "markup" bid, to make payment for fuel purchases during the period July 9th through and including July 15th.

- The "markup" price bid on the bid sheet shall be added to the "base cost" as reimbursement for each gallon of fuel purchased under this contract. The markup price should include all freight, overhead, profit, load fees, any applicable taxes (except federal excise) and lifting fees, the Contractor wishes to be reimbursed for above the base cost of fuel². The markup shall be no more than 3 decimal places. The markup price will not change during the contract period, except for cost changes due to State or Federal fuel taxes or fees (except the federal excise tax) which will increase or decrease the markup price upon implementation.

Example: Contractor has the following costs \$0.048 (freight from Portland) + \$0.03 (profit and overhead) + \$0.01 (applicable taxes and lifting fees). The "markup" bid would be \$.088/gallon. Total reimbursement (except in the case of winterization costs) would be the markup plus the OPIS price for the week. Using the example for the base cost above of \$.65, the Contractor would receive \$.738 per gallon for each gallon supplied to Metro during the example period of July 9th through July 15th.

- Contractor shall be reimbursed for costs incurred to meet the winterization specifications as follows. Contractor shall winterize the fuel as appropriate

¹ See Appendix for example of index.

² Additional compensation will be made for winterization costs as described in the next assumption.

and determine the corresponding "blend" of #1 low sulfur heating oil which would have been required for the period (Thursday through Wednesday). Utilizing the price published in the weekly newsletter of the Oil Price Information Service, for the City of Portland - "Average", Metro will compensate the Contractor for its winterization costs. An example of the OPIS index is contained in the Appendix.

Example: If a blend of 30% #1 low sulfur heating oil would have been needed (even if chemical additives were substituted), and the published cost of this fuel was \$.12 per gallon more than #2 low sulfur diesel, the Contractor would receive an additional \$.036 per gallon payment for the week.

12. Within 10 business days from the provision of fuel to Metro by Contractor under this Contract, Metro shall provide the Contractor with a deposit in the amount of \$25,000. The entire deposit shall be applied as partial payment to the final payments due under this Contract.
13. Price Escalation- No increase in the markup price will be granted during the contract term.
14. Term - The term of this agreement shall be for a period of December 1, 1998, to November 30, 2000.

CG:\b\gbc
s:\share\geye\misc\diesel\rfb98\98b63rem.rfb

APPENDIX TO SCOPE OF WORK

- Fuel Consumption History
- Vehicle Drawing
- OPIS Index and example "base cost"
- Sample Public Contract
- Bid Forms

Fuel Consumption History

EASTERN FUEL CONSUMPTION

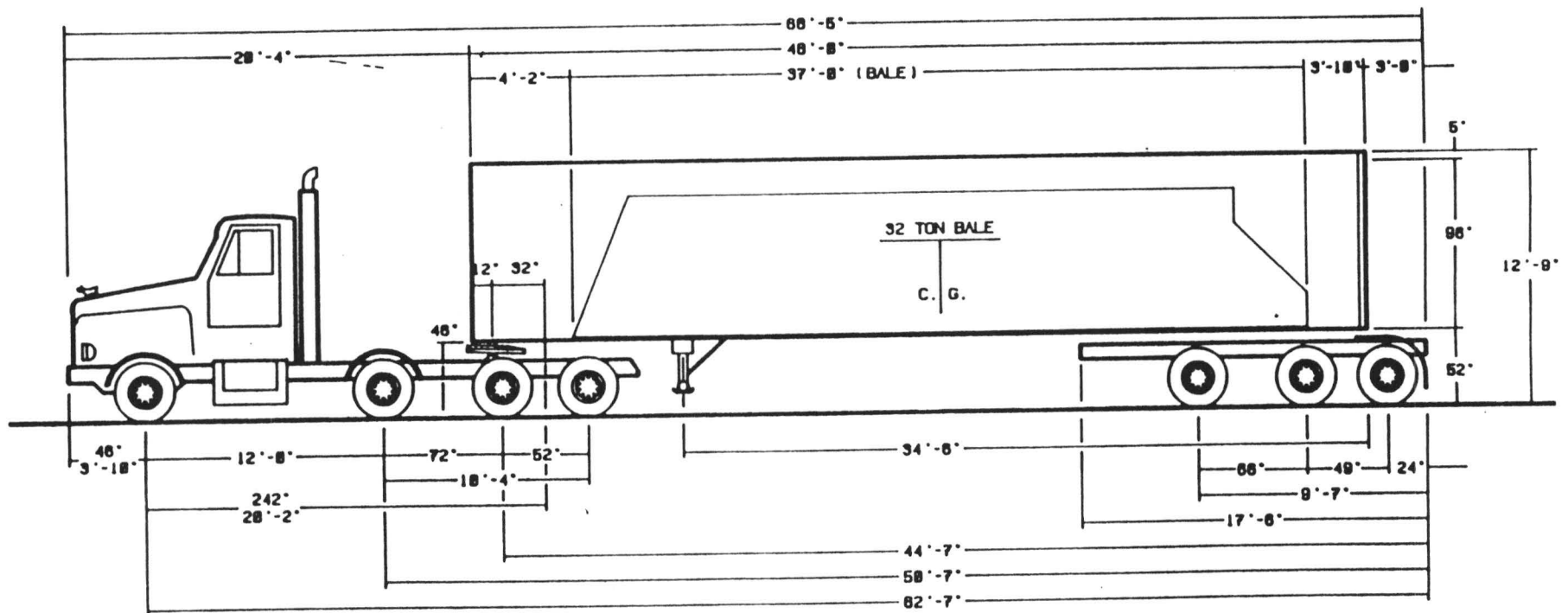
July 1, 1997 to June 30, 1998 ACCT #54040

<u>TIME</u> <u>PERIOD</u>	<u>GALLONS</u>	<u>TIME</u> <u>PERIOD</u>	<u>GALLONS</u>
7/1 - 7/7	27,354	1/1 - 1/5	12,280
7/8 - 7/14	26,222	1/6 - 1/10	24,328
7/15 - 7/21	26,952	1/11 - 1/19	26,343
7/22 - 7/31	44,046	1/20 - 1/26	25,284
7/22 - 7/31	0	1/27 - 1/31	20,564
8/1 - 8/11	41,565	Truck #60	3,192
8/12 - 8/18	28,605	2/2 - 2/9	29,433
8/19 - 8/25	27,843	2/10 - 2/16	24,611
8/26 - 8/31	22,986	2/17 - 2/23	24,435
9/1 - 9/8	33,110	2/24 - 2/28	21,431
9/9 - 9/15	29,530	3/1 - 3/9	28,680
9/16 - 9/22	28,304	3/10 - 3/16	24,353
9/17 - 9/30	33,393	3/17 - 3/23	26,302
10/1 - 10/6	22,973	3/24 - 3/30	29,317
10/7 - 10/13	26,884	3/31 - 3/31	2,867
10/14 - 10/20	26,393	4/1 - 4/6	20,067
10/21 - 10/27	27,450	4/7 - 7/13	27,594
10/28 - 10/31	20,728	4/14 - 4/21	27,938
11/1 - 11/10	32,861	4/21 - 4/27	24,935
11/11 - 11/17	27,528	4/28 - 4/30	15,360
11/18 - 11/24	26,135	5/1 - 5/4	10,358
11/25 - 11/30	17,783	5/5 - 5/11	28,195
12/1 - 12/8	31,415	5/12 - 5/18	26,504
12/9 - 12/15	25,684	5/19 - 5/25	25,047
12/16 - 12/22	25,063	5/26 - 5/31	19,288
12/23 - 12/29	21,382	6/1 - 6/8	33,453
12/30 - 12/31	11,413	6/9 - 6/15	27,742
		6/16 - 6/22	26,795
		6/16 - 6/30	33,061
 TOTAL	 713,600		 1,383,355

VEHICLE DRAWING

STS, Inc. (45 ft. semitrailer)

APPROVED BY TOM BRADD FOR OVER-WEIGHT PERMIT ON JUNE 23, 1989



9500	1500	6500	TRACTOR	17500		
300	1000	3700	TRAILER	14500	1500	6000
1700	6000	22000	PAYLOAD	64000	7500	26000
11500	6500	33000	GROSS	98000	9000	34000

OPIS Index and example "base cost"

PORTLAND, OR

05-14-1998

OPIS CONVENTIONAL CLEAR GROSS PRICES
Eff.

7.8 RVP

Company	Terms	Reg	Unl	Pre	Date
76	b N-10	-- --	59.65	74.65	05/13
Cenex	b N-10	-- --	59.50	70.50	05/14
Chevron	b N-10	67.00m	60.00	75.00	05/13
EOTT	u N-10	64.00m	59.00	70.00	05/14
Exxon	b N-10	65.20m	59.40	73.40	05/12
Exxon	u N-10	66.50m	62.00	73.00	04/30
Flying J	u N-10	-- --	59.25	70.25	05/08
Northridge	u N-10	-- --	59.00	70.00	05/06
Shell	b N-10	65.50m	59.70	73.70	05/09
Shell	u N-10	-- --	59.00	70.00	05/14
Tesoro	u N-10	-- --	59.50	71.50	05/09
Texaco	b N-10	67.00m	60.00	75.00	05/14
Tosco	b 1-10	66.25m	60.25	75.15	05/13
Tosco	u N-10	-- --	59.00	70.00	05/07
RANGE - LOW		-- --	59.00	70.00	
HIGH		-- --	62.00	75.15	
AVERAGE		-- --	59.66	72.30	
AVG -- Mid. Unl.			65.92		

PORTLAND, OR

05-14-1998

OPIS CONVENTIONAL GROSS DISTILLATE PRICES

Company	Terms	Lo Sul No.2	Hi Sul No.2	Lo Sul No.1	Hi Sul No.1	Eff. Date
76	(b) N-10	48.00	-- --	57.50	-- --	05/12
Arco	u Net	47.20	44.80	-- --	-- --	05/13
Cenex	(b) N-10	47.50	45.00	-- --	-- --	05/14
Chevron	(b) N-10	47.30	-- --	-- --	-- --	05/14
EOTT	u N-10	47.25	-- --	-- --	-- --	05/14
Exxon	(b) N-10	48.00	-- --	-- --	-- --	05/13
Flying J	u N-10	47.25	48.00	57.50	-- --	04/08
McCall	u N-30	49.00	46.00	-- --	-- --	05/12
Northridge	u N-10	47.00	-- --	-- --	-- --	05/14
Shell	u N-10	47.50	-- --	57.00	-- --	05/07
Tesoro	u N-10	47.50	46.50	-- --	-- --	05/14
Texaco	(b) N-10	47.30	44.50	58.30	-- --	05/14
Tosco	(b) 1-10	48.65	-- --	58.25	-- --	05/12
Tosco	u N-10	47.50	47.25	57.00	-- --	05/07
RANGE - LOW		47.00	44.50	57.00	-- --	
HIGH		49.00	48.00	58.30	-- --	
AVERAGE		47.64	46.01	57.59	-- --	

Copyright 1998, Oil Price Information Service.

BASE COSTS

Branded Average for Eastern Contractor = \$.478 (firms labelled "b")

WINTERIZATION AVERAGE = \$.576

Sample Contract

NOTICE TO ALL BIDDERS

The public contract included herein is a standard agreement approved for use by Metro's General Counsel. This is the contract the successful bidder will enter into with Metro; it is included for your review prior to submitting a bid.

ATTACHMENT A To Standard RFB

CONTRACT NO. _____

SAMPLE - STANDARD PUBLIC CONTRACT

THIS Contract is entered into between Metro, a Metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the materials described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and materials shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 1, 1998, through and including June 30, 2000.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or materials supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or

related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279.365, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of the Bureau of Labor and Industries.

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX QUALITY OF MATERIALS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of materials furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the materials covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in Metro's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CON-

TRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV
ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

_____	METRO
_____ Signature	_____ Signature
_____ Print name and title	_____ Print name and title
_____ Date	_____ Date

Metro Contract No.

Attachment A
**TO METRO CONTRACT
SCOPE OF WORK**

BID FORMS FOR RFB #98B-63-REM
(To be submitted with Bid)

SCHEDULE OF BID PRICES- For Fuel RFB

1. Per gallon markup bid for cardlock on HWY 19 between Arlington and Columbia Ridge Landfill

a.\$. _____
(figures)

b. _____
(words)

2. Please provide the name and address of the site and contact person:

name of location

address

contact

phone #

3. Please enclose with the bid any materials demonstrating compliance with the Scope of Work requirements. Metro reserves the right to make any additional investigations necessary to demonstrate compliance, including but not limited to site visits. Compliance with the requirements of the Scope of Work will be made by Metro, in its sole discretion.

CHECKLIST

BIDDER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:

(Check or complete all applicable boxes or blocks.)

- ☐ 1. **BID SECURITY:** Bidder has complied with Metro's requirements for \$500.00 bid surety and guarantees that this bid is irrevocable for the period specified herein;
- ☒ 2. **PERFORMANCE BOND:** Cost of the Bond, if required, will be: _____ (\$ _____). This amount will be reimbursed by Metro over and above the contract bid price.
- ☐ 3. **CONFLICT OF INTEREST:** Bidder hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work; and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
- ☐ 4. **RESIDENT/NON-RESIDENT:** Undersigned Bidder states that it is a ☐ resident or ☐ non-resident of the state of Oregon. State in which Bidder resides: _____.
- ☐ 5. **TYPE OF BUSINESS ORGANIZATION:** Bidder operates as ☐ an individual, ☐ a corporation, incorporated under the laws of the state of _____, ☐ a non-profit organization, ☐ a partnership. (If partnership, list/attach names of the partners)
- ☐ 6. **OREGON LICENSE:** If a corporation, ☐ it is, or ☐ is not, licensed with Oregon Corporation Commission.
- ☐ 7. **REGISTRATION NO:** _____ with Construction Contractors Board.
- ☐ 8. **DOING BUSINESS AS:** Provide any assumed names utilized:

FIRM OR CORPORATION NAME: _____

NAME OF LOCAL REPRESENTATIVE: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: () CITY STATE ZIP

FAX NUMBER: ()

NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)	SIGNATURE OF AUTHORIZED PERSON:
--	---------------------------------

Bids must be enclosed in a sealed envelope, endorsed on the outside, indicate the bid subject, Request for Bid number and opening date, and delivered to Metro on or before the date and time of the bid opening.
(See Instructions to Bidders)

BIDDER SIGNATURE Print Name of Bidder _____

Signature _____

Print Name and Title _____

BID BOND

(To be used in lieu of a cashier's check)

BOND NO. _____
AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____
hereinafter called the PRINCIPAL, and _____
a corporation duly organized under the laws of the State of _____, having its
principal place of business at _____ in the state
of _____, and authorized to do business in the state of Oregon, as
SURETY, are held and firmly bound unto _____ hereinafter called the
OBLIGEE, in the penal sum of _____ DOLLARS (\$ _____) for
the payment of which we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR** _____ said
Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the
Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed
Contract and shall furnish any bond(s) required by the Contract Documents within the
time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall
fail to execute the proposed Contract and furnish the bond(s), the SURETY hereby
agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10)
days of such failure.

Signed and sealed this _____ of _____, 19____.

PRINCIPAL

By _____

SURETY

By _____

Attorney-in-Fact

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**EXECUTIVE SUMMARY
RESOLUTION NO. 98-2713
AUTHORIZING RELEASE OF RFB # 98B-63-REM,
FOR THE PROVISION OF DIESEL FUEL**

PROPOSED ACTION

- Adopt Resolution No. 98-2713 which authorizes release of RFB #98B-63-REM and authorizes the Executive Officer to execute a contract for the provision of diesel fuel for use in the Waste Transport Services contract at an eastern Oregon cardlock.

WHY NECESSARY

- The fuel contract is necessary for Metro to purchase the fuel for the transport of waste and to take advantage of excise tax savings (\$0.24 per gallon).
- The existing contract expires November 30, 1998, and must be replaced in order for Metro to continue to save \$0.24 per gallon for the 1.3 million gallons purchased annually at the eastern Oregon location

ISSUES/CONCERNS

- Council previously approved RFB #98-35-REM in June 1998 to secure replacement fuel suppliers for both eastern and western Oregon fueling locations. This procurement resulted in no responses for the western portion and two nonresponsive bids for the eastern location. Emergency contracts were then executed with the previous suppliers until replacement procurements could be conducted
- A replacement agreement for western fueling locations was obtained under the process for public contracts under \$25,000.
- The attached RFB was constructed with more precise specifications in order to obtain responsive bids for a replacement agreement.
- The RFB process should result in a contract that fulfills Metro's level of service obligations to STS regarding the manner in which fuel is supplied.

BUDGET/FINANCIAL IMPACTS

- Metro will continue to enjoy a \$0.24 per gallon savings in Federal Excise Tax, as well as any savings due to lower fuel prices than anticipated.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 98-2713 FOR THE PURPOSE OF AUTHORIZING RELEASE OF RFB # 98B-63-REM, FOR THE PROVISION OF DIESEL FUEL.

Date: October 8, 1998

Presented by: Bruce Warner

PROPOSED ACTION

Adopt Resolution No. 98-2713, which authorizes release of RFB #98B-63-REM and authorizes the Executive Officer to execute a contract for the provision of diesel fuel for use in the Waste Transport Services contract.

FACTUAL BACKGROUND AND ANALYSIS

In April 1994, Metro began purchasing diesel fuel required to transport waste from Metro facilities to the Columbia Ridge Landfill per Change Order No. 15 to the Waste Transport Services Contract. Since Metro purchases the fuel, the federal excise tax of approximately 24 cents per gallon is avoided. These savings accrue to Metro on each of the approximately 1.4 million gallons purchased annually. In addition, Metro currently secures additional savings, since the price of fuel is lower than that negotiated with the Waste Transport Services Contractor. The current supplier agreement to purchase fuel will expire November 30, 1998.

The request for bids attached to Resolution No. 98-2713 as Exhibit "A", would procure a replacement contract for the one that will expire. The RFB solicits bids for an eastern-end supply cardlock. The eastern cardlock, which will supply approximately 98% of the fuel purchased under these agreements, must be located on Highway 19 between the city of Arlington, Oregon and the Columbia Ridge Landfill. The RFB process should result in a contract that fulfills Metro's level of service obligations to STS regarding the manner in which fuel is supplied.

Two western cardlock locations have already been secured under a separate agreement of less than \$25,000.

The term of the agreements will be from December 1, 1998 until November 30, 2000.

BUDGET IMPACTS

Metro would continue to save the avoided federal excise tax.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 98-2713.

REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 98-2713, FOR THE PURPOSE OF AUTHORIZING RELEASE OF RFB 398B-63-REM, FOR THE PROVISION OF DIESEL FUEL

Date: November 5, 1998

Presented by: Councilor McFarland

Committee Recommendation: At its November 3 meeting, the Committee considered Resolution No 98-2713 and voted unanimously to sent the resolution to the Council with a do pass recommendation. Voting in favor: Councilors McFarland and Washington and Chair Morissette.

Background: In early 1994, Metro determined that it qualified for the federal gas tax exemption granted to political subdivisions. As a result, Metro and STS (formerly Jack Gray) agreed that Metro would begin to purchase the diesel fuel used by STS trucks that transport waste from Metro's transfer stations to the Columbia Ridge Landfill. Annual savings from the agreement total about \$300,000.

Contracts for the purchase of this fuel were set to expire earlier this year, but staff brought forward a proposal to extend the existing contracts for an additional one year as was allowed under the contract terms. Staff contended that the existing contracts included terms that were favorable to Metro. However, a potential competing vendor offered testimony to the REM Committee that he could provide the fuel at a lower rate and encouraged the committee to direct staff to rebid the contracts.

The committee directed staff to prepare bid documents that were considered and approved by the committee and the full Council in June. Bids were received from the current vendor and the competing vendor that had appeared before the committee. Staff considered but rejected both bids placed on the lack of detailed site drawings showing how the fueling facilities would meet the operational and safety needs of STS.

Resolution No. 98-2713, would again authorize the issuance of bid documents for the contract. The new resolution provides more specific requirements that must be met by the fueling facilities.

Committee Issues/Discussion: Bruce Warner, REM Director, presented the staff report. He noted that the new resolution contained several specific operational requirements for the fueling facilities to be used under the contract. These include requirements that the facility be of sufficient size to accommodate the STS trucks and trailers, have a minimum of two high pressure hoses, have waiting times not to exceed 10 minutes, queuing for four STS vehicles, and an area dedicated to use by STS if noncommercial customers are permitted to use the facility. Warner contended that these specific criteria were necessary to meet the requirements of the contract with STS which provides that the fuel be provided "in a manner... reasonably consistent with historical service levels."

Warner indicated that, historically, about 95% of the fuel has been purchased at the eastern end (Arlington) of the trip. This has accommodated the current operational usage pattern of the STS vehicles. Because such a small portion of the fuel is purchased at the western terminus, no bids for

this portion of the contract were received when the contract was bid out earlier this year. Therefore, Warner indicated that staff made contractual arrangements for purchase of small amounts of fuel at the western end separate from proposed resolution.

Councilor McFarland asked if the new operational requirements in the proposed resolution were tighter than those in the bid documents released earlier this year. Warner responded that he believed they had been tightened up.

Chair Morissette asked Mr. Warner, Marv Fjordbeck, Senior Assistant Counsel and Doug De Vries, representing STS, if the new requirements met the requirements of the existing STS contract. Each responded that the conditions would meet the terms of the contract.

Doug Hattenhauer, Hattenhauer Distributing Company, offered written testimony on the proposed resolution. Mr. Hattenhauer had appeared before the committee earlier in the year to urge that the existing contract be rebid. Hattenhauer expressed concern about the rebid process and the new conditions contained in the scope of work in the proposed resolution. He noted that his bid that was rejected during the earlier rebid process was actually the lowest bid and would have saved Metro about \$20,000. He contended that the new operational conditions were "designed so that our company cannot meet the scope of work." He expressed concern about the requirement that the fueling facility be located near Arlington. He noted that, while he has a facility that meets this locational requirement, he also has a facility in Rufus near an STS staging area. He also criticized the queuing requirement, arguing that the use facility by four STS vehicles at the same time would occur infrequently.

Mr. DeVries offered testimony in which he noted that STS had used the Hattenauer facility near Arlington on a test basis and found that its current configuration posed a safety hazard, including the potential that vehicles would be queuing onto the adjacent highway.

Agenda Item Number 8.2

Resolution No. 98-2721A, For the Purpose of Confirming Ed Gronke as a Citizen Alternate to the Metro Policy Advisory Committee (MPAC).

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING
ED GRONKE AS A CITIZEN MEMBER
ALTERNATE TO THE METRO POLICY
ADVISORY COMMITTEE (MPAC)

) RESOLUTION NO. 98-2721A
)
) Introduced by Mike Burton,
) Executive Officer

WHEREAS, The Metro charter, and Metro Code Section 6.01.030, provides that three citizen members of the Metro Policy Advisory Committee (MPAC) shall be appointed by the Executive Officer and confirmed by the Metro Council, and;

WHEREAS, The MPAC by-laws, Section 2 (e), provides that members and alternates representing citizens will be appointed by the Executive Officer and confirmed by the Metro Council, and;

WHEREAS, The citizen members representing Metro serve indefinite terms of not less than two years until such time as they may be replaced by subsequent appointment or appointments of the Executive Officer and confirmed by the Metro Council.

BE IT RESOLVED,

That Ed Gronke be confirmed as a citizen alternate of the Metro Policy Advisory Committee (MPAC).

ADOPTED by the Metro Council this _____ day of _____, 1998.

Jon Kvistad, Presiding Officer

EXHIBIT A: RESUME

Ed Gronke
4912 SE Rinearson Rd.
Milwaukie, Oregon 97267
(503) 656-6546

Occupation: Retired - independent business consultant

Background: Vice President/operating officer, Virtual Corporation, Portland, OR 7/90-11/96
Region Vice President, Linde Homecare Medical Systems, Portland, OR 7/86-6/89
Region Manager, Union Carbide Corporation 4/66-7/86

Education: B.A., Liberal Arts, University of Chicago, Chicago, Illinois

Prior governmental experience:

Member, Metro Committee for Citizen Involvement - 1994-1996 (Vice chair, 1996)
Member, Region Transportation Plan Citizens Advisory Committee - 12/96-1/98
Member, Clackamas County Business Round Table - 2/94-present
Member, Clackamas County Jobs Implementation Council - 2/94-present (Chair since 1/97)
Councilor, Metro, District 5, - 4/92-1/93 (appointed)
Mayor, Village of Lisle, Illinois - 1965-1969
Trustee, Village of Lisle, Illinois - 1963-1965
Member, Zoning Board of Appeals, Lisle, Illinois - 1961-1963
Member, Planning Commission, Lisle, Illinois - 1959-1961
President, Police Pension Fund, Lisle, Illinois - 1969-1973

Family:

Married (Wife, Lisa)
4 children, all grown

Debbie, computer engineer, Palo Alto, CA
Ed, computer engineer, Portland, OR
Tom, communications specialist, Portland, OR
Paul, professor, Duke University (Political Science)

5 grandchildren

GOVERNMENT AFFAIRS COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 98-2721A FOR THE PURPOSE OF
CONFIRMING ED GRONKE AS A CITIZEN ALTERNATE TO THE METRO POLICY
ADVISORY

Date: November 4, 1998

Presented by: Councilor McFarland

Committee Recommendation: At its November 3 meeting, the Committee considered Resolution No 98-2721A and voted 2-0 to send the resolution to the Council with a do pass recommendation. Voting in favor: Councilor McFarland and Chair McLain. Councilor Monroe was absent.

Committee Issues/Discussion: Committee staff explained that the title of the resolution had been modified to identify Mr. Gronke by name to create a unique resolution title. Committee members approved the title change and indicated that they were familiar with Mr. Gronke's background and did not require a staff presentation.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION 98-2721A FOR THE PURPOSE OF CONFIRMING ED GRONKE AS A CITIZEN ALTERNATE TO THE METRO POLICY ADVISORY COMMITTEE (MPAC).

Date: October 12, 1998

PROPOSED ACTION:

To adopt a resolution naming Ed Gronke to serve as a citizen alternate on the Metro Policy Advisory Committee (MPAC) representing Metro. Council approval constitutes confirmation as required by the Metro Charter and Metro Code Section 6.01.030.

BACKGROUND:

Ed Gronke is an active and involved member of his community. He brings to MPAC the distinction of service on various civic organizations and advisory committees. He has also served the region as a Metro Councilor. Among other accomplishments, Ed is currently the chair of the Clackamas County Jobs Implementation Council and a member of the Clackamas County Business Round Table. He is a former member of both the Metro Committee for Citizen Involvement and the Region Transportation Plan Citizens Advisory Committee.

Ed's interests cover many areas and span many years. He has demonstrated his commitment to improving his community by actively addressing regional issues and being involved as a citizen advocate and representative for the business community. He has attended MPAC as a concerned citizen for several years, often providing valuable testimony and advice.

I recommend Ed Gronke's appointment to MPAC. I believe that he will provide an important voice representing local citizens based on his years of citizen participation and his role as a business and civic leader.

Agenda Item Number 8.3

Resolution No. 98-2723, For the Purpose of Appointing Arthur Wagner, Pamela Ake, and Barbara Walker to Three Expiring Terms on the Metro Central Station Community Enhancement Committee.

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPOINTING ARTHUR)
WAGNER, PAMELA AKE, AND BARBARA)
WALKER TO THREE EXPIRING TERMS ON)
THE METRO CENTRAL STATION COMMUNITY)
ENHANCEMENT COMMITTEE)

RESOLUTION NO. 98-2723

Introduced by Mike Burton,
Executive Officer

WHEREAS, The Metro Council adopted Ordinance No. 91-437 for the purpose of amending Chapter 5.06 of the Metro Code to provide for a Metro Central Station Community Enhancement Program and creating a Metro Central Station Community Enhancement Committee; and

WHEREAS, The Metro Council adopted Resolution No. 92-1560 on February 27, 1992, for the purpose of appointing members to the Metro Central Station Community Enhancement Committee; and

WHEREAS, Three Committee members' terms of membership have expired; and

WHEREAS, The Executive Officer has authority to appoint members to the Committee for Council confirmation; and

WHEREAS, The Executive Officer solicited nominations for membership appointments from the eligible organizations; and

WHEREAS, The Executive Officer has reviewed the nominations and recommends the following individuals for appointment to the committee: Arthur Wagner, Linnton Neighborhood Association; Pamela Ake, Northwest Industrial Neighborhood Association; and Barbara Walker, environmental community; now therefore,

BE IT RESOLVED,

1. THAT the Metro Council hereby confirms the appointments of Mr. Wagner, Ms. Ake, and Ms. Walker to the Metro Central Station Community Enhancement Committee; and
2. THAT the Committee membership and terms of service for these individuals shall be for a two-year term from this date through October 2000.

ADOPTED by the Metro Council this _____ day of _____, 1998.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

KD:Ajb

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REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 98-2723, FOR THE PURPOSE OF APPOINTING ARTHUR WAGNER, PAMELA AKE, AND BARBARA WALKER TO THREE EXPIRING TERMS ON THE METRO CENTRAL STATION COMMUNITY ENHANCEMENT COMMITTEE

Date: November 4, 1998

Presented by: Councilor Washington

Committee Recommendation: At its November 3 meeting, the Committee considered Resolution No 98-2723 and voted unanimously to sent the resolution to the Council with a do pass recommendation. Voting in favor: Councilors McFarland and Washington and Chair Morissette.

Committee Issues/Discussion: Councilor McFarland noted that all of the nominees are very active in their communities and that they will serve an important role on the enhancement committee because they will be allocating funds for worthy projects within their communities. Committee members agreed that they did not need a staff presentation concerning the resolution.

**EXECUTIVE SUMMARY
RESOLUTION 98-2723
METRO CENTRAL ENHANCEMENT COMMITTEE**

PROPOSED ACTION

Passage of Resolution 98-2723 would confirm appointments of the following three new members to the Metro Central Enhancement Committee:

- Mr. Arthur Warner, Linnton Neighborhood Association
- Ms. Pamela Ake, Northwest Industrial Neighborhood Association
- Ms. Barbara Walker, Environmental community

WHY NECESSARY

The two-year terms of the previous committee members representing these organizations expired.

ISSUES/CONCERNS

- None. Each neighborhood association submitted only one nomination, and we received only one nomination from the environmental community.
- Note: Councilor Washington chairs this committee, and usually likes to introduce the new members to the Council at confirmation time.

BUDGET/FINANCIAL IMPACT

None.

STAFF REPORT

RESOLUTION NO. 98-2723, FOR THE PURPOSE OF APPOINTING ARTHUR WAGNER, PAMELA AKE, AND BARBARA WALKER TO THE METRO CENTRAL STATION COMMUNITY ENHANCEMENT COMMITTEE

Date: October 15, 1998

Presented by: Bruce Warner

The Metro Council adopted Ordinance No. 91-437 for the purpose of amending Chapter 5.06 of the Metro Code to provide for a Metro Central Station Community Enhancement Program and creating a Metro Central Station Community Enhancement Committee. The Metro Council on February 27, 1992, adopted Resolution No. 92-1560 for the purpose of appointing members to the Metro Central Station Community Enhancement Committee. The seven-member committee must be comprised of the Metro Councilor from District #5 Councilor Ed Washington, and one member from each of the following: Forest Park Neighborhood Association, Friends of Cathedral Park Neighborhood Association, Linnton Neighborhood Association, Northwest District Association, Northwest Industrial Neighborhood Association, and one member representing the environmental organizations that have, or will have, an interest in the enhancement area.

The two-year terms of service of the following individuals expired in October 1998: Seth Tane, Linnton Neighborhood Association; Bill Peters, Northwest Industrial Neighborhood Association and Josephine Pope, representing the environmental community. The Executive Officer solicited nominations from each of these neighborhood associations and the environmental organizations that have an interest in the enhancement area. Letters were sent requesting that each neighborhood organization identify and submit names of up to three individuals and fourteen letters were sent to the environmental organization to identify and submit one name, from which one individual would be selected by the Executive Officer to serve on the committee.

One nomination was received from Linnton Neighborhood Association, Northwest Industrial Neighborhood Association, and the environmental organizations. All three nominations met the criteria set forth in Ordinance No. 91-437. The Executive Officer has reviewed the nominations and recommends the appointment of the following individuals:

- Arthur Wagner, Linnton Neighborhood Association
- Pamela Ake, Northwest Industrial Neighborhood Association
- Barbara Walker, Environmental representative

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 97-2573, confirming the nomination of Arthur Wagner, Pamela Ake, and Barbara Walker to the Metro Central Station Community Enhancement Committee.

KD:Ajb

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METRO

APPOINTMENT INTEREST FORM

SPECIAL INTERESTS:

METRO CENTRAL ENHANCEMENT COMMITTEE

METRO OFFICE COMMENTS:

NAME Arthur J. Wagner DATE 9-23-98

HOME ADDRESS: 12941 NW Newberry Portland OR 97231
 STREET CITY STATE ZIP

BUSINESS ADDRESS: NW Front Av. Portland OR 97231
 STREET CITY STATE ZIP

HOME PHONE: 286-8526BUSINESS PHONE: 323-8383FAX 286-1900

METRO DISTRICT NO. _____
 (i.e., District that you live in)

NEIGHBORHOOD Linton

THE FOLLOWING INFORMATION IS VOLUNTARY:

SEX: maleETHNIC ORIGIN Caucasian

(METRO STRIVES FOR ETHNIC AND MINORITY BALANCE, AS WELL AS GEOGRAPHIC REPRESENTATION, IN ITS MEMBERSHIP COMPOSITION.)

SCHOOL (INCLUDE HIGH SCHOOL)

LOCATION

MAJOR OR DEGREE

St Helens SR High St. Helens OR. diploma
Portland State University
Northwestern School of Law Lewis & Clark

LIST MAJOR EMPLOYMENT AND/OR VOLUNTEER ACTIVITIES, BEGINNING WITH MOST RECENT (INCLUDING ALL EXPERIENCES YOU BELIEVE TO BE RELEVANT)

Employment: Pacific Maritime Assn.
Linnton Neighborhood assn. Landuse Committee
Linnton Neighborhood assn. Communication Comm.

EXPERIENCE, SKILLS, OR QUALIFICATIONS YOU FEEL WOULD CONTRIBUTE TO A PUBLIC SERVICE APPOINTMENT:

I have lived and worked in the Linnton area for 20 and 34 years respectively. I have a son 16 year old that attends Lincoln High. I have a 10 year old son attending Skyline Elementary. My children both attended preschool in Linnton. I attend church in Linnton. I am president of the Columbia River District Council of the International Longshoremen's Union.

OUTLINE YOUR REASONS AND INTERESTS IN APPLYING FOR AN APPOINTMENT:

I have a commitment to this area. I am raising my family here. I have been asked by the neighborhood association to serve in this position. (Linnton)

9-25-98

DATE

KD:CLK

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Doug Felt, President
Linton Neighborhood Association.
10457 N.W. 31st Heland Rd.
Portland, Oregon 97231

September 30, 1929

MILITARY POLICE COMPANY, 101ST AIRBORNE DIVISION

Method

1. *Journal of the American Medical Association*, 1997; 277: 1033-1036.

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May 1882

Attachment 3

APPOINTMENT INTEREST FORM
SPECIAL INTERESTS:

METRO CENTRAL ENHANCEMENT COMMITTEE

METRO OFFICE COMMENTS:

NAME Pamela Ake DATE 10/13/98

HOME ADDRESS: STREET CITY STATE ZIP

BUSINESS ADDRESS: 2781 NW Vaughn #457 Portland OR 97210
STREET CITY STATE ZIPHOME PHONE: 283-0918BUSINESS PHONE: 228-2385FAX 228-2175METRO DISTRICT NO. #5
(i.e., District that you live in)NEIGHBORHOOD NINA

THE FOLLOWING INFORMATION IS VOLUNTARY:

SEX: _____ ETHNIC ORIGIN _____

(METRO STRIVES FOR ETHNIC AND MINORITY BALANCE, AS WELL AS GEOGRAPHIC REPRESENTATION, IN ITS MEMBERSHIP COMPOSITION.)

SCHOOL (INCLUDE HIGH SCHOOL)	LOCATION	MAJOR OR DEGREE
<u>Grants Pass High School</u>	<u>Grants Pass, OR</u>	<u>Diploma</u>
<u>Central OR Comm. College</u>	<u>Bend, OR</u>	<u>Business</u>
<u>Lane Comm. College</u>	<u>Eugene, OR</u>	<u>Business</u>

LIST MAJOR EMPLOYMENT AND/OR VOLUNTEER ACTIVITIES, BEGINNING WITH MOST RECENT (INCLUDING ALL EXPERIENCES YOU BELIEVE TO BE RELEVANT)

NINA neighborhood plan steering committee, Bridgeton
Neighborhood plan steering committee, NINA Treasurer +
member, Staffing Services Assoc. of Oregon Secretary + member,
Executive Director of Accounting Connections NW - our business is
based on the concept of helping people find meaningful +
fulfilling employment.

EXPERIENCE, SKILLS, OR QUALIFICATIONS YOU FEEL WOULD CONTRIBUTE TO A PUBLIC SERVICE APPOINTMENT:

My career has required me to develop skills such as
determination, following through on all projects no matter
how big or small, outstanding communication skills, both
written + verbal. I am also recognized as an involved
+ energetic member of my industry, + I am
consistently called upon due to past successes.

OUTLINE YOUR REASONS AND INTERESTS IN APPLYING FOR AN APPOINTMENT:

NINA + its objectives, affect me deeply on both a
professional + personal level. Having started a
business in this neighborhood I have invested
extensive time + money to my business + to this
area as a whole. I would enjoy the opportunity
of being a part of positive changes within the
community.

10/13/98

DATE

KD:OK

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METRO

September 9, 1998

Mr. Warren Rosenfeld, President
Northwest Industrial Neighborhood Association
Calbag Metals
P. O. Box 10067
Portland, OR 97210

Dear Mr. Rosenfeld:

The appointment of Bill Peters representing Northwest Industrial Neighborhood Association on the Metro Central Enhancement Committee expired July 1998. Mr. Peters served the committee with excellence and acted in the best interests of the enhancement program and community at large.

The Metro Council on February 27, 1992 adopted Resolution No. 92-1560 for the purpose of appointing members to the Metro Central Enhancement Committee. Members are nominated from their respective neighborhood association: Forest Park; Friends of Cathedral Park; Linnton; Northwest District Neighborhood Association and Northwest Industrial Neighborhood Association. One member represents environmental groups that have or will have interest in the enhancement area. Metro Councilor Ed Washington, District #5, chairs this committee. Following the initial terms of service for committee memberships, terms for all non-Council members are for two years only with no reappointment.

Your neighborhood organization may submit up to three candidates, from which I will appoint one individual to serve for the next two-year term. The Metro Council confirms committee appointments. Please submit your association's nomination(s) by October 15, 1998 with each nominee completing the enclosed form. Nominations submitted should be consistent with the provisions of your association's bylaws. We would like to proceed with appointment and Council confirmation in November 1998. If you have any questions, please contact Katie Dowdall, Metro's Community Enhancement Coordinator and staff to this committee at 797-1648.

The Metro Central Enhancement Committee has completed its sixth funding cycle, having awarded ninety grants for a total of \$1,196,861 in enhancement funds. The committee's goal is to fund projects to help meet the needs of the community, create real changes in the community and add to its enrichment and enhancement. With approximately \$200,000 to award each year, the decisions from this committee will make a great impact for the future livability of the area. A list of funded projects is attached.

Thank you for your assistance in this endeavor.

Sincerely,

Mike Burton,
Executive Officer

MB\KD:clk\gbc

Attachment

cc: Councilor Ed Washington, District #5
Bruce Warner, Director REM
Bill Peters
Metro Central Enhancement Committee Members
Joleen P. Classen, Exec Director Neighbors West/Northwest
Frank Bird, Pres. Neighbors West/Northwest

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METRO

September 9, 1998

Mr. Doug Polk, President
Linnton Neighborhood Association
P. O. Box 83895
Portland, OR 97283-0895

Dear Mr. Polk:

The appointment of Seth Tane representing Linnton on the Metro Central Enhancement Committee expired July 1998. Mr. Tane has served the committee with excellence and acted in the best interests of the enhancement program and community at large.

The Metro Council on February 27, 1992 adopted Resolution No. 92-1560 for the purpose of appointing members to the Metro Central Enhancement Committee. Members are nominated from their respective neighborhood association: Forest Park; Friends of Cathedral Park; Linnton; Northwest District Neighborhood Association and Northwest Industrial Neighborhood Association. One member represents environmental groups that have or will have interest in the enhancement area. Metro Councilor Ed Washington, District #5 chairs the committee. Following the initial terms of service for committee memberships, terms for all non-Council members are for two years only with no reappointment.

Your neighborhood organization may submit up to three candidates, from which I will appoint one individual to serve for the next two-year term. The Metro Council confirms committee appointments. Please submit your association's nomination(s) by October 15, 1998 with each nominee completing the enclosed form. Nominations submitted should be consistent with the provisions of your association's bylaws. We would like to proceed with appointment and Council confirmation in November 1998. If you have any questions, please contact Katie Dowdall, Metro's Community Enhancement Coordinator and staff to this committee at 797-1648.

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Thank you for your assistance in this endeavor.

Sincerely,



Mike Burton,
Executive Officer

MBKD:clk
Attachment

cc: Councilor Ed Washington, District #5
Bruce Warner, Director REM
Seth Tane
Metro Central Enhancement Committee members
Joleen P. Classen, Exec. Director, Neighbors West/Northwest
Frank Bird, Pres. Neighbors West/Northwest

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METRO

September 8, 1998

Ms. Barb Adams
Columbia Group Sierra Club
Parks Committee, Chair
3701 SE Milwaukie, Ste F
Portland, OR 97202

Dear Ms. Adams:

The appointment of Josephine Pope representing the environmental interests on the Metro Central Enhancement Committee expired July 1998. Ms. Pope served the committee with excellence and acted in the best interests of the enhancement program and community at large.

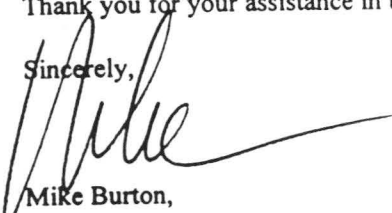
The Metro Council on February 27, 1992 adopted Resolution No. 92-1560 for the purpose of appointing members to the Metro Central Enhancement Committee. Members are nominated from their respective neighborhood association: Forest Park; Friends of Cathedral Park; Linnton; Northwest District Neighborhood Association and Northwest Industrial Neighborhood Association. One member represents environmental groups that have or will have interest in the enhancement area. Metro Councilor Ed Washington, District #5 chairs this committee. Following the initial terms of service for committee memberships, terms for all non-Council members are for two years only with no reappointment.

Your organization, one of several representing the environmental interests of the enhancement area, may submit one candidate. From the group of environmental candidates, I will appoint one individual to serve a two-year term. The Metro Council confirms committee appointments. Please submit your association's nomination(s) by October 15, 1998 with the nominee completing the enclosed form. The nomination you submitted should be consistent with the provisions of your association's bylaws. We would like to proceed with appointment and Council confirmation in November 1998. If you have any questions, please contact Katie Dowdall, Metro's Community Enhancement Coordinator and staff to this committee at 797-1648.

The Metro Central Enhancement Committee has completed its sixth funding cycle, having awarded ninety grants for a total of \$1,196,861 in enhancement funds. The committee's goal is to fund projects to help meet the needs of the community, create real changes in the community and add to its enrichment and enhancement. With approximately \$200,000 to award each year, the decisions from this committee will make a great impact for the future livability of the area. A list of funded projects is attached.

Thank you for your assistance in this endeavor.

Sincerely,



Mike Burton,
Executive Officer

MBKD:clk
Attachment

cc: Councilor Ed Washington, District #5
Bruce Warner, Director REM
Josephine Pope
Metro Central Enhancement Committee Members
Joleen P. Classen, Exec Director Neighbors West/Northwest
Frank Bird, President Neighbors West/Northwest

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MR MARK SMILEY
OR NATURAL RESOURCE COUNCIL
522 SE 5TH AVE STE 1050
PORTLAND OR 97204

MR DAVID ESHBAUGH
EXECUTIVE DIRECTOR
AUDUBON SOCIETY OF PORTLAND
5151 NW CORNELL RD
PORTLAND OR 97210

MS LORIE TOPINKA
HOYT ARBORETUM FRIENDS
FOUNDATION
4999 SW FAIRVIEW BLVD
PORTLAND OR 97221

MR EBERHARD GLOEKLER
FRIENDS OF BALCH CREEK
5240 NW CORNELL RD
PORTLAND OR 97210

MS BARB ADAMS
COLUMBIA GROUP SIERRA CLUB
PARKS COMMITTEE, CHAIR
3701 SE MILWAUKIE, STE F
PORTLAND OR 97202

MR FRED NILSEN
HOYT ARBORETUM
4000 SW FAIRVIEW
PORTLAND OR 97221

MS JACQUELYN BONMO
NATIONAL WILDLIFE FEDERATION
921 SW MORRISON #512
PORTLAND OR 97205

MR BOB AKERS
40-MILE LOOP LAND TRUST
1038 SE 224TH AVE
GRESHAM OR 97030-2610

MS LIN HARMON-WALKER
FRIENDS OF TREES
2831 NE MLK JR BLVD
PORTLAND OR 97212

MR ROBERT LIBERTY
EXECUTIVE DIRECTOR
1000 FRIENDS OF OREGON
534 DE 3RD AVENUE #300
PORTLAND OR 97204

MS NINA BELL
NORTHWEST ENVIRONMENTAL
ADVOCATES
133 SW SECOND AVE RM 302
PORTLAND OR 97204-3526
MR CHARLES JORDON
DIRECTOR, PORTLAND PARKS &
RECREATION
PORTLAND BLDG ROOM 502
PORTLAND OR

MR MIKE HOUCK
COALITION TO RESTORE URBAN
WATERS
C/O PORTLAND AUDUBON
5151 NW CORNELL
PORTLAND OR 97210

MS LEE KELLOGG
FRIENDS OF FOREST PARK
1824 N WILLAMETTE
PORTLAND OR 97217

Agenda Item Number 8.4

Resolution No. 98-2724, For the Purpose of Authorizing Amending the East Buttes/Boring Lava Domes Target Area Refinement Plan to Authorize Additional Land Acquisitions in the East Buttes.

Metro Council Meeting
Thursday November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE EAST)
BUTTES/BORING LAVA DOMES TARGET AREA)
REFINEMENT PLAN TO AUTHORIZE)
ADDITIONAL LAND ACQUISITIONS IN THE)
EAST BUTTES)

RESOLUTION NO. 98-2724

Executive Officer
Introduced by Mike Burton

WHEREAS, in July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, at the election held on May 16, 1995, the Metro area voters approved the Open Spaces, Parks and Streams Bond Measure (Ballot Measure 26-26) which authorized Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements; and

WHEREAS, on July 25, 1996 via resolution 96-2361, the Metro Council adopted a refinement plan for the East Buttes/Boring Lava Domes regional target area, which included a confidential tax-lot specific map identifying priority properties for acquisition, and which encouraged partnerships involving Metro and local governments; and

WHEREAS, the East Buttes/Boring Lava Domes Target Area refinement plan creates partnership opportunities by allocating \$4,000,000 of bond measure funds to a challenge grant program through which Metro provides 75% of the purchase price for properties on Mt. Scott, Mt. Clatsop, Powell Butte, Kelley Butte, Rocky Butte, and Mt. Talbert, if the local jurisdiction containing the subject property provides the remaining 25% of the purchase price; and

WHEREAS, Metro and several jurisdictions have acquired 75 acres and expended 54% of the funds allocated to the challenge grant program, including the acquisition of 67 acres on Mt. Talbert; and

WHEREAS, Metro and the North Clackamas Parks and Recreation District (NCPRD) have the opportunity to more than double the amount of acreage protected on Mt. Talbert, due to the existence of willing sellers on neighboring properties; and

WHEREAS, due to the high fair market value of the neighboring properties on Mt. Talbert, and due to the need to respond to willing sellers on the other five buttes targeted in the challenge grant program, an increase in the challenge grant account is necessary to allow Metro to provide its 75% share of the purchase price for properties on these buttes; now therefore

BE IT RESOLVED,

That the Metro Council approves and authorizes the amendment of the East Buttes/Boring Lava Domes Target Area refinement plan in order to increase the allocation of

existing bond measure funds to the challenge grant program and to remove any cap on the challenge grant account.

ADOPTED by the Metro Council this _____ day of _____, 1998.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

Staff Report

CONSIDERATION OF RESOLUTION NO. 98-2724 FOR THE PURPOSE OF AMENDING THE EAST BUTTES/BORING LAVA DOMES TARGET AREA REFINEMENT PLAN TO AUTHORIZE ADDITIONAL LAND ACQUISITIONS IN THE EAST BUTTES

Date: October 22, 1998

Presented by: Charles Ciecko
Jim Desmond

Proposed Action

Resolution No. 98-2724 requests the amendment of the East Buttes/Boring Lava Domes Target Area refinement plan to authorize additional land acquisitions at Mt. Scott, Mt. Clatsop, Powell Butte, Kelley Butte, Rocky Butte, and Mt. Talbert by removing the existing \$4 million cap on the challenge grant account established by the refinement plan for such acquisitions.

Background and Analysis

In May 1995, the Metro area voters approved the Open Spaces, Parks and Streams Bond Measure which authorized Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and certain park-related capital improvements.

On July 25, 1996, via Resolution 96-2361, the Metro Council adopted a refinement plan which outlined a land protection strategy for the East Buttes/Boring Lava Domes regional target area. One objective of the plan is to "[e]ncourage participation of other governments and non-profit organizations in acquiring strategic properties that enhance and connect existing open space in the Mt. Scott, Mt. Clatsop, Powell Butte, Kelley Butte, Rocky Butte, and Mt. Talbert areas by establishing a challenge grant program." The refinement plan allocated \$4,000,000 of regional bond measure funds to a challenge grant account. According to challenge grant program guidelines, Metro will draw from this account 75% of the purchase price for properties on any of the buttes identified in the refinement plan, provided the local jurisdiction containing the subject property contributes the remaining 25%.

Mt. Talbert is a priority acquisition area for the challenge grant program for several reasons. First, it is an undeveloped forested butte which is prominently in view from as far away as downtown Portland, and from as close as I-205. Second, the Mt. Talbert forest contains healthy stands of second growth and remnant old growth trees which shade Mount Scott Creek. Third, standing amidst the rapid urbanization of the I-205/Sunnyside Road area, Mt. Talbert's wooded slopes provide natural area opportunities for an area which will continue to experience rapid growth.

The challenge grant program has resulted in the acquisition of 75 acres and the outlay of 54% of account funds. The most significant of these acquisitions, which Metro accomplished with the assistance of the North Clackamas Parks and Recreation District (NCPRD), was the purchase of 67 acres on Mt. Talbert from Bon/Chia Development Corporation. At the time of acquisition, the Bon Development property had a platted and approved subdivision plan. Now, the cooperative efforts of Metro and NCPRD have established a foot path that traverses the woods on the property, and the natural features of the property are protected.

Our work on Talbert, however, is not complete. Metro and NCPRD have an opportunity to expand the trail and the protection established through the Bon Development acquisition by acquiring as many as six neighboring properties, totaling 190 acres. Initial negotiations indicate that these properties have willing sellers. NCPRD's financial commitment to Metro and to future land acquisition on Mt. Talbert was recently documented by NCPRD Director Mike Henley in a letter to Metro. This commitment will allow Metro to leverage up to \$1.6 million in land acquisition funds from NCPRD.

Metro Council authorized the acquisition of the properties in question on Mt. Talbert when Council approved the East Buttes/Boring Lava Domes Target Area refinement plan. Sufficient bond measure funds exist to acquire more properties on Mt. Talbert and the buttes identified in the challenge grant program and still meet acreage and budget goals in the thirteen other regional target areas. To date, Metro has acquired 3,708 of the targeted 6,000 acres, using 44% of bond measure funds.

Although Metro Council has already approved additional Mt. Talbert acquisitions, and although bond measure funds allow for these acquisitions without detracting from other program goals, the refinement plan directs the Open Spaces staff to draw from the challenge grant account to make Mt. Talbert acquisitions. Due to several factors, the challenge grant account contains insufficient funds to secure these acquisitions. The Bon Development acquisition drew challenge grant funds down significantly due to its advanced stage in the development process and its location in the heart of a rapidly urbanizing area. Neighboring properties share these characteristics and will require a significant investment from Metro and NCPRD to acquire them. In addition, the opportunities for open space acquisitions on Mt. Talbert exceed the expectations upon which the challenge grant account was funded. Properties such as Bon Development were slated for development at the time the East Buttes/Boring Lava Domes Target Area refinement plan was created. Consequently, a piecemeal conservation effort on Mt. Talbert was anticipated. Instead, the Bon Development acquisition creates the opportunity to permanently protect the bulk of Mt. Talbert as a public natural area open space.

Expansion of the challenge grant account would not only allow Metro and NCPRD to take advantage of acquisition opportunities on Mt. Talbert, it would also allow Metro to work with willing sellers on the other buttes targeted in the challenge grant program. Metro and the City of Portland have worked together to acquire nearly 20 acres on Powell Butte. Additional challenge grant program funding would allow Metro and the City to expand upon this effort, as well as their collaborative acquisitions on Rocky Butte.

For these reasons, removal of the existing \$4 million cap on the challenge grant account is requested to take advantage of the rare opportunity to preserve an undeveloped urban butte with high natural resource qualities, as well as pursue other partnership opportunities within Tier IB properties of the adopted refinement plan.

Findings

Expansion of the challenge grant program account created in the East Buttes/Boring Lava Domes Target Area refinement plan is recommended, based on the following:

- The East Buttes/Boring Lava Domes Target Area Refinement Plan identifies Mt. Talbert, an undeveloped butte with second growth and remnant old growth forest cover, as a regional

priority for protection through a challenge grant program. In addition, the challenge grant program targets Mt. Scott, Mt. Clatsop, Powell Butte, Kelley Butte, and Rocky Butte for similar reasons.

- Metro and NCPRD acquired 67 acres atop Mt. Talbert with the assistance of challenge grant funding, which protected a significant portion of the butte from development, and which leveraged the opportunity to expand this protection through the acquisition of neighboring properties.
- Metro Council authorized additional acquisitions on Mt. Talbert and the five other buttes in the East Buttes/Boring Lava Domes Target Area refinement plan. Acquisition of neighboring properties will allow Metro and NCPRD to fulfill refinement plan objectives as well as the goals of the NCPRD parks master plan, which both focus on the protection of Mt. Talbert's high quality forest for the scenic and park benefits it offers to an urbanizing area.
- Funds remaining in the challenge grant program account are insufficient to allow Metro and NCPRD to acquire available neighboring properties, due to the cost of properties already acquired with challenge grant funds, the number of additional but unexpected acquisition opportunities created by past purchases, and the significant costs anticipated for the acquisition of these additional opportunities.
- Additional acquisitions on Mt. Talbert are possible without negating other target area or regional goals and opportunities.
- Funds added to the challenge grant account shall apply only to Mt. Scott, Mt. Clatsop, Powell Butte, Kelley Butte, Rocky Butte, and Mt. Talbert properties identified as Tier IB on the existing confidential tax lot map for the East Buttes/Boring Lava Domes Target area.
- Future acquisitions on Mt. Talbert shall proceed in accordance with the Open Spaces Implementation Work Plan, including negotiations with willing sellers, purchase prices which do not exceed fair market value, and standard due diligence.
- The remaining provisions of the East Buttes/Boring Lava Domes Target Area refinement plan shall remain unchanged, with the sole modification being the removal of any cap or limit on the amount of funds available in the challenge grant program account.

Budget Impact

Funds currently existing in the challenge grant program account would be supplemented by additional bond measure funds to the extent that Metro can continue to provide its 75% share of each Mt. Talbert acquisition. This shall apply to any of the sites listed as a Tier 1B site at Mt. Scott, Mt. Clatsop, Powell Butte, Kelley Butte, Rocky Butte, and Mt. Talbert on the confidential tax lot map approved by Metro Council pursuant to Resolution 96-2361. The estimated cost of the six targeted properties can be funded out of existing bond measure proceeds and 25% contributions from local jurisdictions.

Executive Officer's Recommendation

The Executive Officer recommends passage of Resolution No. 98-2724.

Agenda Item Number 9.1

Ordinance No. 98-779A, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in Urban Reserve Areas 43 and 47 of Washington County.

Public Hearing

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING) ORDINANCE NO 98-779A
METRO URBAN GROWTH BOUNDARY)
AND THE 2040 GROWTH CONCEPT) Introduced by Councilors Kvistad, Monroe,
MAP IN ORDINANCE 95-625A IN) McLain, Morissette, Washington, McFarland
URBAN RESERVE AREAS 43, 47) and the Growth Management Committee
~~AREAS~~ OF WASHINGTON COUNTY)

WHEREAS, The Metro Council designated urban reserve areas in Ordinance No. 96-655E, including these urban reserve areas 43 and 47; and

WHEREAS, urban reserve study areas were shown on the 2040 Growth Concept map adopted as part of the Regional Urban Growth Goals and Objectives in Ordinance No. 95-625A and the map was amended by Ordinance No. 96-655E to show urban reserve areas; and

WHEREAS, ORS 197.298(1)(a) requires that land designated as urban reserve land by Metro shall be the first priority land for inclusion in the Metro Urban Growth Boundary; and

WHEREAS, the Metro Council has initiated a series of legislative amendments to the Urban Growth Boundary, including this ordinance for lands inside the Metro jurisdictional boundary; and

WHEREAS, notice of hearings was published and mailed in compliance with Metro Code 3.01.050(b), (c) and (d); and

WHEREAS, a series of hearings was held before the Council Growth Management Committee on October 6, 13, 20 and 27, and before the full Metro Council on November 10, 12, 16, 17, 19 and December 3, 1998; and

/////

/////

WHEREAS, notice of Proposed Amendment for these urban reserve areas 43 and 47, consistent with Metro Code and ORS 197.610(1), was received by the Oregon Department of Land Conservation and Development at least 45 days prior to the December 3, 1998 final hearing; and

WHEREAS, the staff report for these areas was available at least seven days prior to the December 3, 1998 final hearing; and

WHEREAS, Metro Code 3.01.012(c)(3) requires designation of regional design types consistent with the 2040 Growth Concept for the land added to the UGB; and

WHEREAS, the Metro Council considered all the evidence in the record, including public testimony in October, November, and December, 1998 hearings to decide proposed amendments to the Urban Growth Boundary; and

WHEREAS, conditions of approval are necessary to assure that these urban reserve areas added to the Urban Growth Boundary are used to meet the need for housing consistent with the acknowledged 2040 Growth Concept; now therefore,

THE METRO COUNCIL HEREBY ORDAINS AS FOLLOWS:

1. Regional design types consistent with the Metro 2040 Growth Concept for the land added to the Metro Urban Growth Boundary by this ordinance as shown on attached Exhibit A are hereby adopted.
2. The Metro Urban Growth Boundary is hereby amended to add urban reserve areas 43 and 47 inside Metro's jurisdictional boundary as shown on the map in Exhibit B, attached, and incorporated by reference herein.

3. The 2040 Growth Concept map adopted as part of Ordinance No. 95-625A is hereby amended to show the Metro Urban Growth Boundary amendment in Exhibit B as within the UGB, instead of urban reserves.

4. This amendment of the Metro Urban Growth Boundary is based on Findings of Fact and Conclusions in Exhibit C, attached hereto and incorporated by reference herein.

5. In support of Findings and Conclusions adopted in Section 2 of this Ordinance, the Council hereby designates as the record herein those documents submitted and before the Council for consideration on these lands during the period between the October 6 Growth Management hearing, the December 3, 1998 final hearing and final adoption of this ordinance.

6. The following conditions of approval are needed to assure compliance of the developed use with statewide planning goals and Metro's acknowledged regional goals and objectives:

A. The land added to the Urban Growth Boundary by this ordinance shall be planned and zoned for housing uses to the extent and in a manner consistent with the acknowledged 2040 Growth Concept text and the regional design types shown on Exhibit A.

B. Prior to conversion of the new urbanizable land in this ordinance to urban land available for development, an urban reserve plan shall be completed for the lands added to the Urban Growth Boundary by this ordinance consistent with Metro Code 3.01.012, as amended by Ordinance No. 98-772B, including Title 11 of the Urban Growth Management Functional Plan.

7. Consistent with ORS 268.390(3) and ORS 195.025(1), Washington County and the cities of Tualatin, Wilsonville and King City shall include the area added to the Urban Growth Boundary by this Ordinance as shown on the map in Exhibit A in applicable text and map provisions of their comprehensive plans.

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

i:\r-o\98wacos2.doc
(11/4/98)

EXHIBITS IN PROGRESS, AVAILABLE PRIOR
TO DECEMBER 3, 1998

Please Note: Maps included in agenda packet are from the Urban Reserves decision made on March 6, 1997, and are for discussion purposes only. Exact boundaries may change.

R L I S

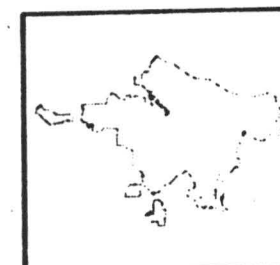
Regional Land
Information System

Urban Reserves Tax Lot Boundaries

Metro Council Approved
3-6-97

- Designated Urban Reserves
- First Tier Urban Reserves
- Adopted Urban Reserve Boundaries
- Urban Growth Boundary

MAP #43



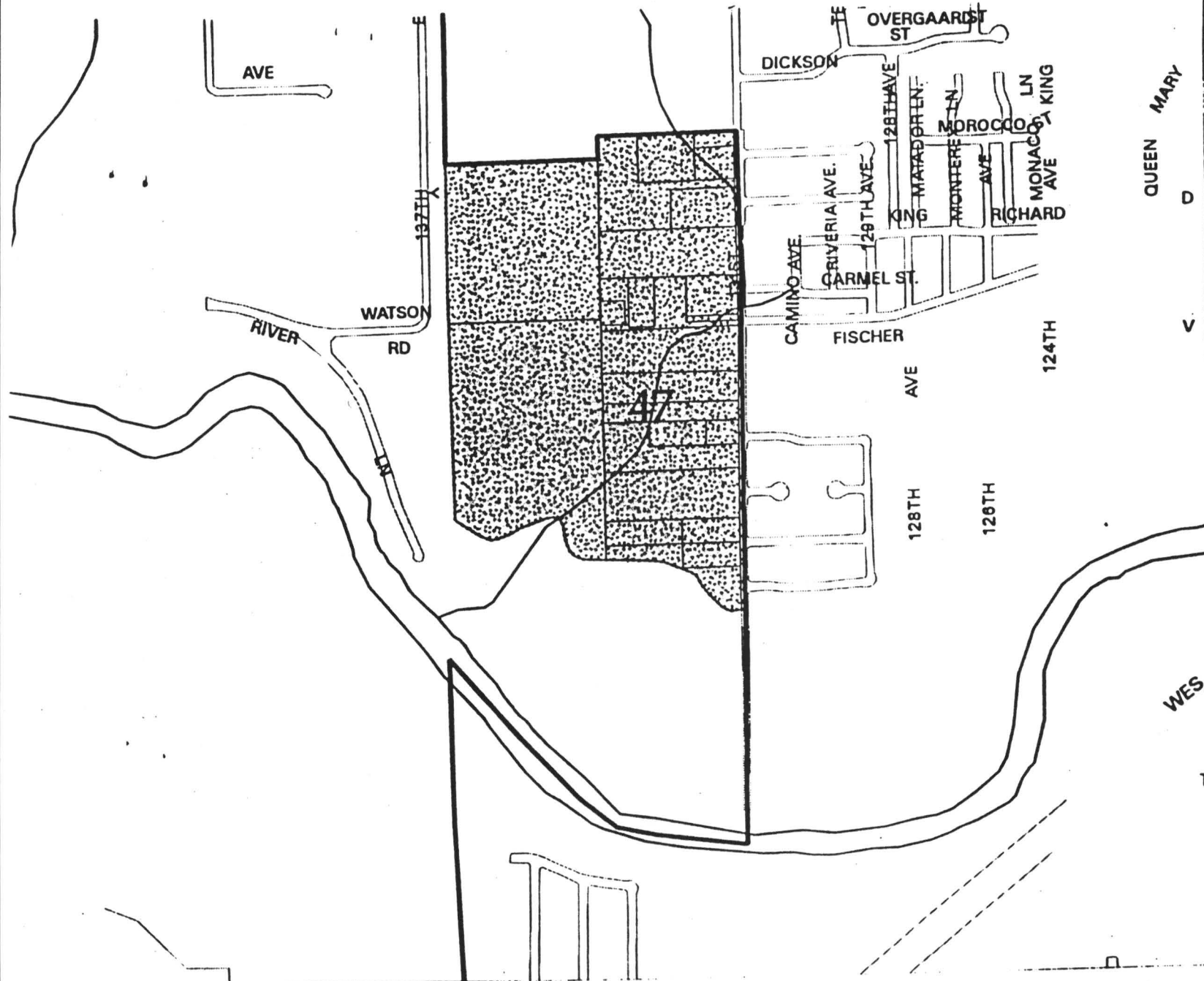
600 NE Grand Ave.
Portland, OR 97232-3794
(503) 797-1702



FERRY

LOOP

43



Regional Land Information System

Urban Reserves Tax Lot Boundaries

Metro Council Approved 3-6-97

Designated Urban Reserves

First Tier Urban Reserves

Adopted Urban Reserve Boundaries

Urban Growth Boundary

MAP #47

600 NE Grand Ave
Portland, OR 97232-3756
(503) 797-1262

METRO

Agenda Item Number 9.2

Ordinance No. 98-788A, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in Urban Reserve Area 55 of Washington County.

Public Hearing

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING	)	ORDINANCE NO 98-788A
THE METRO URBAN GROWTH)	
BOUNDARY AND THE 2040 GROWTH	)	Introduced by Councilors McLain, Morissette,
CONCEPT MAP IN ORDINANCE 95-	)	McFarland and Washington
625A IN <u>URBAN RESERVE AREAS 55</u>)	
OF WASHINGTON COUNTY)	

WHEREAS, The Metro Council designated urban reserve areas in Ordinance No. 96-655E, including these portion of urban reserve areas ~~43, 47 and 55~~ inside Metro jurisdiction; and

WHEREAS, urban reserve study areas were shown on the 2040 Growth Concept map adopted as part of the Regional Urban Growth Goals and Objectives in Ordinance No. 95-625A and the map was amended by Ordinance No. 96-655E to show urban reserve areas; and

WHEREAS, ORS 197.298(1)(a) requires that land designated as urban reserve land by Metro shall be the first priority land for inclusion in the Metro Urban Growth Boundary; and

WHEREAS, the Metro Council has initiated a series of legislative amendments to the Urban Growth Boundary, including this ordinance for lands inside the Metro jurisdictional boundary; and

WHEREAS, notice of hearings was published and mailed in compliance with Metro Code 3.01.050(b), (c) and (d); and

WHEREAS, a series of hearings was held before the Council Growth Management Committee on October 6, 13, 20 and 27, and before the full Metro Council on November 10, 12, 16, 17, 19 and December 3, 1998; and

WHEREAS, notice of Proposed Amendment for ~~these~~ urban reserve areas ~~43, 47~~ and 55, consistent with Metro Code and ORS 197.610(1), was received by the Oregon

Department of Land Conservation and Development at least 45 days prior to the December 3, 1998 final hearing; and

WHEREAS, the staff report for these areas was available at least seven days prior to the December 3, 1998 final hearing; and

WHEREAS, Metro Code 3.01.012(c)(3) requires designation of regional design types consistent with the 2040 Growth Concept for the land added to the UGB; and

WHEREAS, the Metro Council considered all the evidence in the record, including public testimony in October, November, and December, 1998 hearings to decide proposed amendments to the Urban Growth Boundary; and

WHEREAS, conditions of approval are necessary to assure that these urban reserve areas added to the Urban Growth Boundary are used to meet the need for housing consistent with the acknowledged 2040 Growth Concept; now therefore,

THE METRO COUNCIL HEREBY ORDAINS AS FOLLOWS:

1. Regional design types consistent with the Metro 2040 Growth Concept for the land added to the Metro Urban Growth Boundary by this ordinance as shown on attached Exhibit A are hereby adopted.
2. The Metro Urban Growth Boundary is hereby amended to add ~~urban reserve areas 43, 47 and~~ the exception land portion of urban reserve area 55 inside Metro's jurisdictional boundary as shown on the map in Exhibit B, attached, and incorporated by reference herein.
3. The 2040 Growth Concept map adopted as part of Ordinance No. 95-625A is hereby amended to show the Metro Urban Growth Boundary amendment in Exhibit B as within the UGB, instead of urban reserves.

4. This amendment of the Metro Urban Growth Boundary is based on Findings of Fact and Conclusions in Exhibit C, attached hereto and incorporated by reference herein.

5. In support of Findings and Conclusions adopted in Section 2 of this Ordinance, the Council hereby designates as the record herein those documents submitted and before the Council for consideration on these lands during the period between the October 6 Growth Management hearing, the December 3, 1998 final hearing and final adoption of this ordinance.

6. The following conditions of approval are needed to assure compliance of the developed use with statewide planning goals and Metro's acknowledged regional goals and objectives:

A. The land added to the Urban Growth Boundary by this ordinance shall be planned and zoned for housing uses to the extent and in a manner consistent with the acknowledged 2040 Growth Concept text and the regional design types shown on Exhibit A.

B. Prior to conversion of the new urbanizable land in this ordinance to urban land available for development, an urban reserve plan shall be completed for the lands added to the Urban Growth Boundary by this ordinance consistent with Metro Code 3.01.012, as amended by Ordinance No. 98-772B, including Title 11 of the Urban Growth Management Functional Plan.

7. Consistent with ORS 268.390(3) and ORS 195.025(1), Washington County and the cities of ~~King City, Tualatin and Hillsboro~~ shall include the area added to the Urban Growth Boundary by this Ordinance as shown on the map in Exhibit B in applicable text and map provisions of their comprehensive plans.

ADOPTED by the Metro Council this _____ day of _____ 1998.

Jon Kvistad, Presiding Officer

ATTEST:

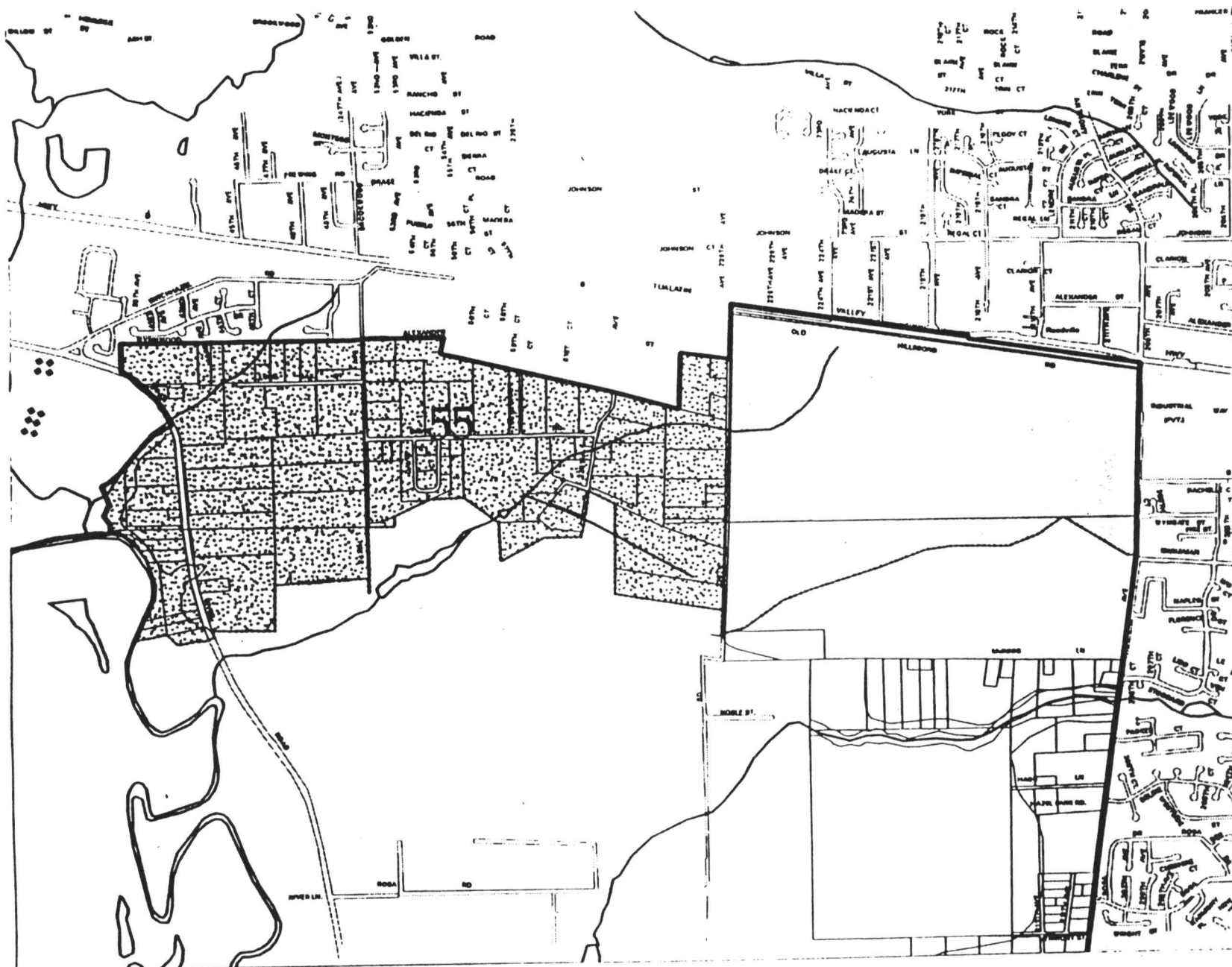
Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

EXHIBITS IN PROGRESS, AVAILABLE PRIOR
TO DECEMBER 3, 1998

Please Note: Maps included in agenda packet are from the Urban Reserves decision made on March 6, 1997, and are for discussion purposes only. Exact boundaries may change.



Regional Land
Information System

Urban Reserves Tax Lot Boundaries

Metro Council Approved
3-6-97

- Designated Urban Reserves
- First Tier Urban Reserves
- Adopted Urban Reserve Boundaries
- Urban Growth Boundary

MAP #55



600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742



95418pdmetro.mxd, plot date: October 27, 1997

Ordinance No. 98-786A, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in the Sunnyside Area of Clackamas County.

Public Hearing

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING	)	ORDINANCE NO 98-786A
METRO URBAN GROWTH BOUNDARY)	
AND THE 2040 GROWTH CONCEPT	)	Introduced by Councilors McLain, Morissette,
MAP IN ORDINANCE 95-625A	)	McFarland, and Washington, <u>Kvistad, Monroe</u>
IN THE SUNNYSIDE AREA OF	)	<u>and the Growth Management Committee</u>
CLACKAMAS COUNTY)	

WHEREAS, The Metro Council designated urban reserve areas in Ordinance No. 96-655E, including these urban reserve areas 14 and 15 and approximately 54 acres of exception land adjacent to area 15; and

WHEREAS, urban reserve study areas were shown on the 2040 Growth Concept map adopted as part of the Regional Urban Growth Goals and Objectives in Ordinance No. 95-625A and the map was amended by Ordinance No. 96-655E to show urban reserve areas; and

WHEREAS, ORS 197.298(1)(a) requires that land designated as urban reserve land by Metro shall be the first priority land for inclusion in the Metro Urban Growth Boundary (UGB); and

WHEREAS, the Metro Council has initiated a series of legislative amendments to the Urban Growth Boundary, including this ordinance for lands inside the Metro jurisdictional boundary; and

WHEREAS, notice of hearings was published and mailed in compliance with Metro Code 3.01.050(b), (c) and (d); and

WHEREAS, a series of hearings was held before the Council Growth Management Committee on October 6, 13, 20 and 27, and before the full Metro Council on November 10, 12, 16, 17, 19 and December 3, 1998; and

WHEREAS, notice of Proposed Amendment for these urban reserve areas 14 and 15, consistent with Metro Code and ORS 197.610(1), was received by the Oregon Department of Land Conservation and Development at least 45 days prior to the December 3, 1998 final hearing; and

WHEREAS, the staff report for these areas was available at least seven days prior to the December 3, 1998 final hearing; and

WHEREAS, Metro Code 3.01.012(c)(3) requires designation of regional design types consistent with the 2040 Growth Concept for the land added to the UGB; and

WHEREAS, the Metro Council considered all the evidence in the record, including public testimony in October, November, and December, 1998 hearings to decide proposed amendments to the Urban Growth Boundary; and

WHEREAS, conditions of approval are necessary to assure that these urban reserve areas added to the Urban Growth Boundary are used to meet the need for housing consistent with the acknowledged 2040 Growth Concept; now therefore,

THE METRO COUNCIL HEREBY ORDAINS AS FOLLOWS:

1. Regional design types consistent with the Metro 2040 Growth Concept for the land added to the Metro Urban Growth Boundary by this ordinance as shown on attached Exhibit A are hereby adopted.
2. The Metro Urban Growth Boundary is hereby amended to add urban reserve areas 14 and 15 and approximately 54 acres adjacent to area 15 as shown on the map in Exhibit B, attached, and incorporated by reference herein.

3. The 2040 Growth Concept map adopted as part of Ordinance No. 95-625A is hereby amended to show the Metro Urban Growth Boundary amendment in Exhibit B as within the UGB, instead of urban reserves.

4. This amendment of the Metro Urban Growth Boundary is based on Findings of Fact and Conclusions in Exhibit C, attached hereto and incorporated by reference herein.

5. In support of Findings and Conclusions adopted in Section 2 of this Ordinance, the Council hereby designates as the record herein those documents submitted and before the Council for consideration on these lands during the period between the October 6 Growth Management hearing, the December 3, 1998 final hearing and final adoption of this ordinance.

6. The following conditions of approval are needed to assure compliance of the developed use with statewide planning goals and Metro's acknowledged regional goals and objectives:

A. The land added to the Urban Growth Boundary by this ordinance shall be planned and zoned for housing uses to the extent and in a manner consistent with the acknowledged 2040 Growth Concept text and the regional design types shown on Exhibit A.

B. Prior to conversion of the new urbanizable land in this ordinance to urban land available for development, an urban reserve plan shall be completed for the lands added to the Urban Growth Boundary by this ordinance consistent with Metro Code 3.01.012, as amended by Ordinance No. 98-772B, including Title 11 of the Urban Growth Management Functional Plan.

7. Consistent with ORS 268.390(3) and ORS 195.025(1), Clackamas County and the city of Happy Valley shall include the area added to the Urban Growth Boundary by this

Ordinance as shown on the map in Exhibit B in applicable text and map provisions of their comprehensive plans.

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

i:\r-o\98sunnys.doc
(11/4/98)

EXHIBITS IN PROGRESS, AVAILABLE PRIOR
TO DECEMBER 3, 1998

Please Note: Maps included in agenda packet are from the Urban Reserves decision made on March 6, 1997, and are for discussion purposes only. Exact boundaries may change.

LEGEND

-  First Tier Reserves
 Other Reserves
 Urban Growth Boundary
 Subject Properties

The information on this map was derived from digital databases on file and was taken in the creation of this map. We do not accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the accuracy of merchant names for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

SOURCES:

TAX LOT MAP
Cities of Beaverton, Milwaukie, Oregon City and Tigard:
Source: City, 1998.

Map accuracy: control point positional accuracy is plus or minus five feet or better.

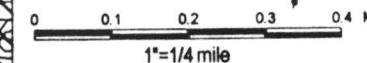
Data collection scale: 1"=100'

Source: Multnomah County Assessor, 1995.
Map accuracy: based on existing control points. Line work
entered using coordinate geometry.

Source: Portland General Electric and Metro, 1998.
Map accuracy: control point positional accuracy is plus or minus ten feet.
Data collection scale: 1"=100', 1"=200' or 1"=400'

TOPOGRAPHIC DATA □

United States Geological Survey. Registers to USGS 7.5 minute quadrants.



MEYER

600 NE Grand Avenue Portland, OR 97232-2736
503 787-1742 FAX 503 787-1808
dro@metro_dist.or.us www.metro-regen.org

Plot date: November 2, 1998; d:\proj\jkl

Agenda Item Number 9.4

Ordinance No. 98-781A, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in the Pleasant Valley Area of Clackamas County.

Public Hearing

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING) ORDINANCE NO 98-781A
THE METRO URBAN GROWTH)
BOUNDARY AND THE 2040 GROWTH) Introduced by Councilors Kvistad, Monroe,
CONCEPT MAP IN ORDINANCE 95-) McLain, Morissette, McFarland, Washington,
625A IN THE PLEASANT VALLEY) and the Growth Management Committee
AREA OF CLACKAMAS COUNTY)

WHEREAS, The Metro Council designated urban reserve areas in Ordinance No. 96-655E, including these urban reserve areas 4 and 5; and

WHEREAS, urban reserve study areas were shown on the 2040 Growth Concept map adopted as part of the Regional Urban Growth Goals and Objectives in Ordinance No. 95-625A and the map was amended by Ordinance No. 96-655E to show urban reserve areas; and

WHEREAS, ORS 197.298(1)(a) requires that land designated as urban reserve land by Metro shall be the first priority land for inclusion in the Metro Urban Growth Boundary; and

WHEREAS, the Metro Council has initiated a series of legislative amendments to the Urban Growth Boundary, including this ordinance for lands inside the Metro jurisdictional boundary; and

WHEREAS, notice of hearings was published and mailed in compliance with Metro Code 3.01.050(b), (c) and (d); and

WHEREAS, a series of hearings was held before the Council Growth Management Committee on October 6, 13, 20 and 27, and before the full Metro Council on November 10, 12, 16, 17, 19 and December 3, 1998; and

WHEREAS, notice of Proposed Amendment for these urban reserve areas 4 and 5, consistent with Metro Code and ORS 197.610(1), was received by the Oregon Department of

Land Conservation and Development at least 45 days prior to the December 3, 1998 final hearing; and

WHEREAS, the staff report for these areas was available at least seven days prior to the December 3, 1998 final hearing; and

WHEREAS, Metro Code 3.01.012(c)(3) requires designation of regional design types consistent with the 2040 Growth Concept for the land added to the UGB; and

WHEREAS, the Metro Council considered all the evidence in the record, including public testimony in October, November, and December, 1998 hearings to decide proposed amendments to the Urban Growth Boundary; and

WHEREAS, conditions of approval are necessary to assure that these urban reserve areas added to the Urban Growth Boundary are used to meet the need for housing consistent with the acknowledged 2040 Growth Concept; now therefore,

THE METRO COUNCIL HEREBY ORDAINS AS FOLLOWS:

1. Regional design types consistent with the Metro 2040 Growth Concept for the land added to the Metro Urban Growth Boundary by this ordinance as shown on attached Exhibit A are hereby adopted.
2. The Metro Urban Growth Boundary is hereby amended to add urban reserve areas 4 and 5 as shown on the map in Exhibit B, attached, and incorporated by reference herein.
3. The 2040 Growth Concept map adopted as part of Ordinance No. 95-625A is hereby amended to show the Metro Urban Growth Boundary amendment in Exhibit B as within the UGB, instead of urban reserves.

4. This amendment of the Metro Urban Growth Boundary is based on Findings of Fact and Conclusions in Exhibit C, attached hereto and incorporated by reference herein.

5. In support of Findings and Conclusions adopted in Section 2 of this Ordinance, the Council hereby designates as the record herein those documents submitted and before the Council for consideration on these lands during the period between the October 6 Growth Management hearing, the December 3, 1998 final hearing and final adoption of this ordinance.

6. The following conditions of approval are needed to assure compliance of the developed use with statewide planning goals and Metro's acknowledged regional goals and objectives:

A. The land added to the Urban Growth Boundary by this ordinance shall be planned and zoned for housing uses to the extent and in a manner consistent with the acknowledged 2040 Growth Concept text and the regional design types shown on Exhibit A. This includes provision for the town center indicated on the acknowledged 2040 Growth Concept map with some land planned and zoned for employment, including commercial services for the town center.

B. Prior to conversion of the new urbanizable land in this ordinance to urban land available for development, an urban reserve plan shall be completed for the lands added to the Urban Growth Boundary by this ordinance consistent with Metro Code 3.01.012, as amended by Ordinance No. 98-772B, including Title 11 of the Urban Growth Management Functional Plan.

7. Consistent with ORS 268.390(3) and ORS 195.025(1), Clackamas County and Multnomah County and the cities of Happy Valley, Portland and Gresham shall include the area

added to the Urban Growth Boundary by this Ordinance as shown on the map in Exhibit B in applicable text and map provisions of their comprehensive plans.

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

EXHIBITS IN PROGRESS, AVAILABLE PRIOR TO DECEMBER 3, 1998

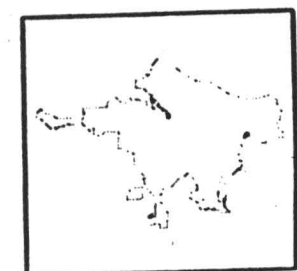
Please Note: Maps included in agenda packet are from the Urban Reserves decision made on March 6, 1997, and are for discussion purposes only. Exact boundaries may change.

Urban Reserves Tax Lot Boundaries

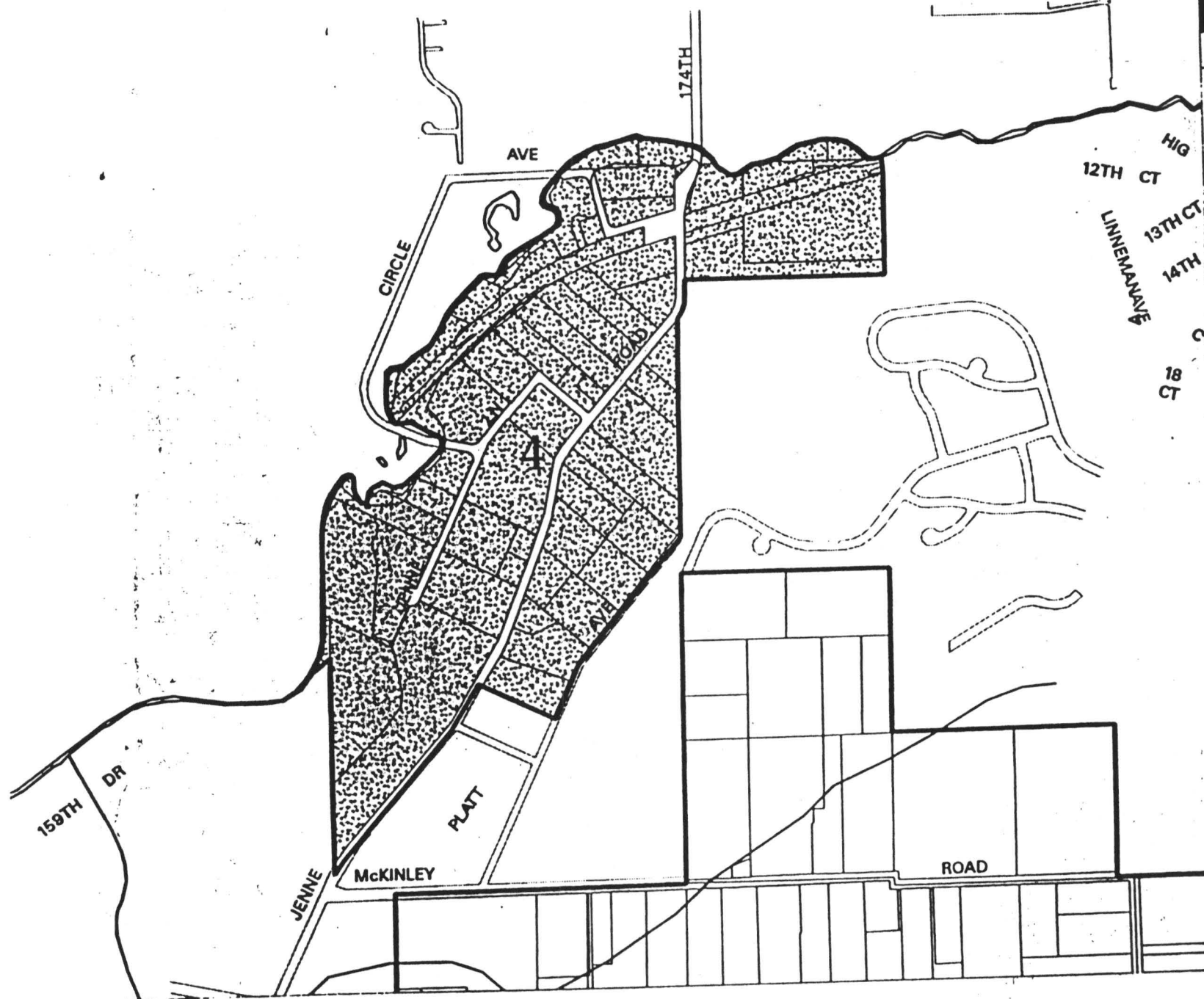
Metro Council Approved
3-6-97

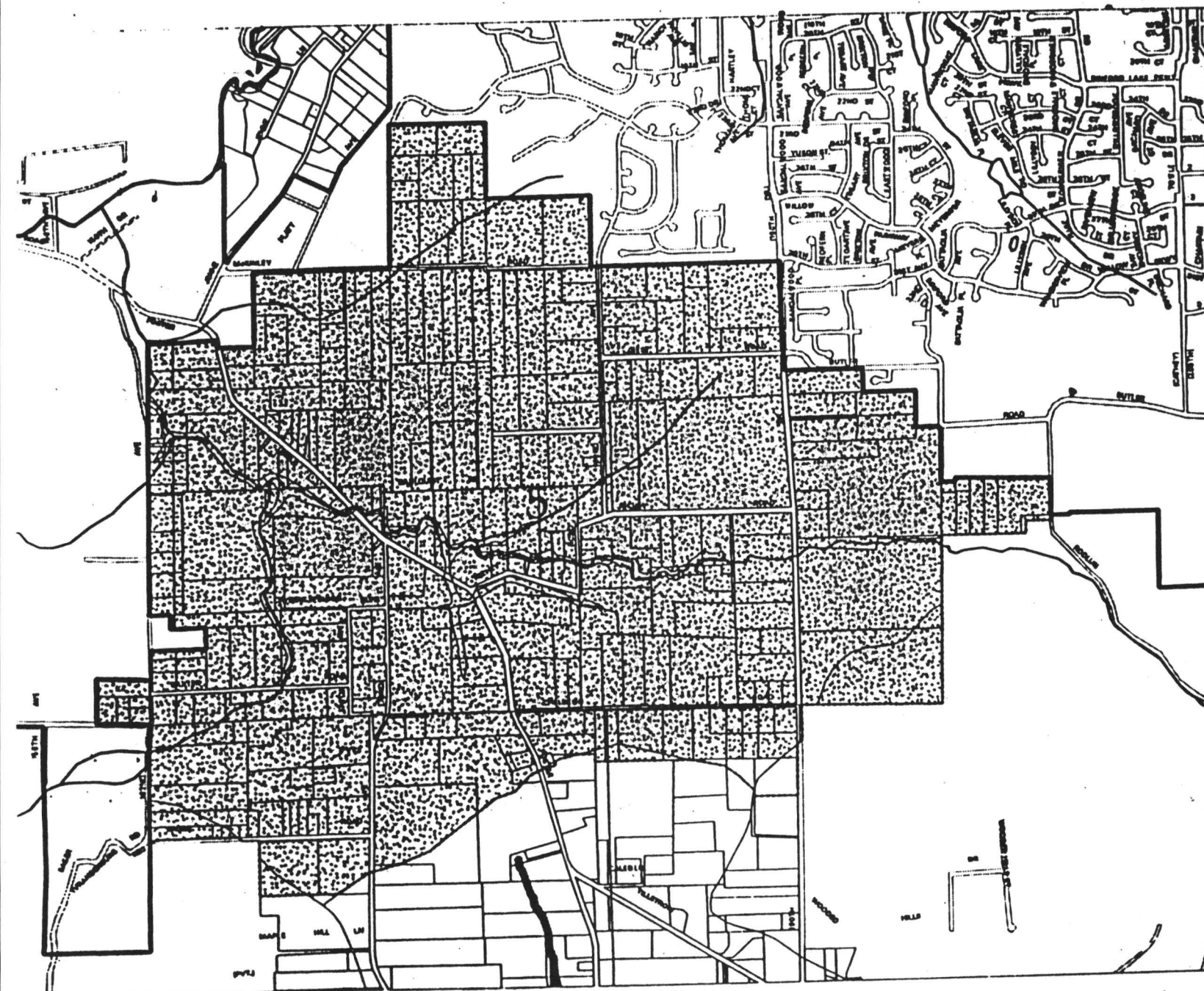
- Designated Urban Reserves
-  First Tier Urban Reserves
 -  Adopted Urban Reserve Boundaries
 -  Urban Growth Boundary

MAP #4



600 NE Grand Ave
Portland, OR 97232-3796
(503) 747-3462






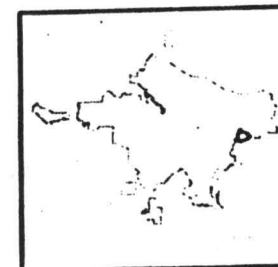
R L I S

Urban Reserves Tax Lot Boundaries

Metro Council Approved
3-6-97

-  Designated Urban Reserves
 First Tier Urban Reserves
 Adopted Urban Reserve Boundaries
 Urban Growth Boundary

MAP #5





Agenda Item Number 9.5

Ordinance No. 98-782, For the Purpose of Amending Metro Urban Growth Boundary and the 2040 Growth Concept Map in Ordinance 95-625A in the Stafford Area of Clackamas County.

Public Hearing

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING	)	ORDINANCE NO 98-782
METRO URBAN GROWTH BOUNDARY)	
AND THE 2040 GROWTH CONCEPT	)	Introduced by Growth Management
MAP IN ORDINANCE 95-625A IN THE	)	Committee
STAFFORD AREA OF CLACKAMAS)	
COUNTY)	

WHEREAS, The Metro Council designated urban reserve areas in Ordinance No. 96-655E, including these Urban Reserve Areas 31, 32, 33 and 34; and

WHEREAS, urban reserve study areas were shown on the 2040 Growth Concept map adopted as part of the Regional Urban Growth Goals and Objectives in Ordinance No. 95-625A and the map was amended by Ordinance No. 96-655E to show urban reserve areas; and

WHEREAS, ORS 197.298(1)(a) requires that land designated as urban reserve land by Metro shall be the first priority land for inclusion in the Metro Urban Growth Boundary; and

WHEREAS, the Metro Council has initiated a series of legislative amendments to the Urban Growth Boundary, including this ordinance for lands inside the Metro jurisdictional boundary; and

WHEREAS, notice of hearings was published and mailed in compliance with Metro Code 3.01.050(b), (c) and (d); and

WHEREAS, a series of hearings was held before the Council Growth Management Committee on October 6, 13, 20 and 27, and before the full Metro Council on November 10, 12, 16, 17, 19 and December 3, 1998; and

WHEREAS, notice of Proposed Amendment for these urban reserve areas 31, 32, 33 and 34, consistent with Metro Code and ORS 197.610(1), was received by the Oregon Department of

Land Conservation and Development at least 45 days prior to the December 3, 1998 final hearing; and

WHEREAS, the staff report for these areas was available at least seven days prior to the December 3, 1998 final hearing; and

WHEREAS, Metro Code 3.01.012(c)(3) requires designation of regional design types consistent with the 2040 Growth Concept for the land added to the UGB; and

WHEREAS, the Metro Council considered all the evidence in the record, including public testimony in October, November, and December, 1998 hearings to decide proposed amendments to the Urban Growth Boundary; and

WHEREAS, conditions of approval are necessary to assure that these urban reserve areas added to the Urban Growth Boundary are used to meet the need for housing consistent with the acknowledged 2040 Growth Concept; now therefore,

THE METRO COUNCIL HEREBY ORDAINS AS FOLLOWS:

1. Regional design types consistent with the Metro 2040 Growth Concept for the land added to the Metro Urban Growth Boundary by this ordinance as shown on attached Exhibit A are hereby adopted.
2. The Metro Urban Growth Boundary is hereby amended to add urban reserve areas 31, 32, 33 and 34 as shown on the map in Exhibit B, attached, and incorporated by reference herein.
3. The 2040 Growth Concept map adopted as part of Ordinance No. 95-625A is hereby amended to show the Metro Urban Growth Boundary amendment in Exhibit B as within the UGB, instead of urban reserves.

4. This amendment of the Metro Urban Growth Boundary is based on Findings of Fact and Conclusions in Exhibit C, attached hereto and incorporated by reference herein.

5. In support of Findings and Conclusions adopted in Section 2 of this Ordinance, the Council hereby designates as the record herein those documents submitted and before the Council for consideration on these lands during the period between the October 6 Growth Management hearing, the December 3, 1998 final hearing and final adoption of this ordinance.

6. The following conditions of approval are needed to assure compliance of the developed use with statewide planning goals and Metro's acknowledged regional goals and objectives:

A. The land added to the Urban Growth Boundary by this ordinance shall be planned and zoned for housing uses to the extent and in a manner consistent with the acknowledged 2040 Growth Concept text and the regional design types shown on Exhibit

A.

B. Prior to conversion of the new urbanizable land in this ordinance to urban land available for development, an urban reserve plan shall be completed for the lands added to the Urban Growth Boundary by this ordinance consistent with Metro Code 3.01.012, as amended by Ordinance No. 98-772B, including Title 11 of the Urban Growth Management Functional Plan.

7. Consistent with ORS 268.390(3) and ORS 195.025(1), Clackamas County and the cities of Tualatin and Lake Oswego shall include the area added to the Urban Growth Boundary by this Ordinance as shown on the map in Exhibit B in applicable text and map provisions of their comprehensive plans.

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

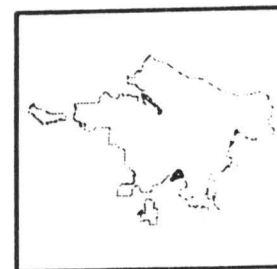
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(11/4/98)

Urban Reserves Tax Lot Boundaries

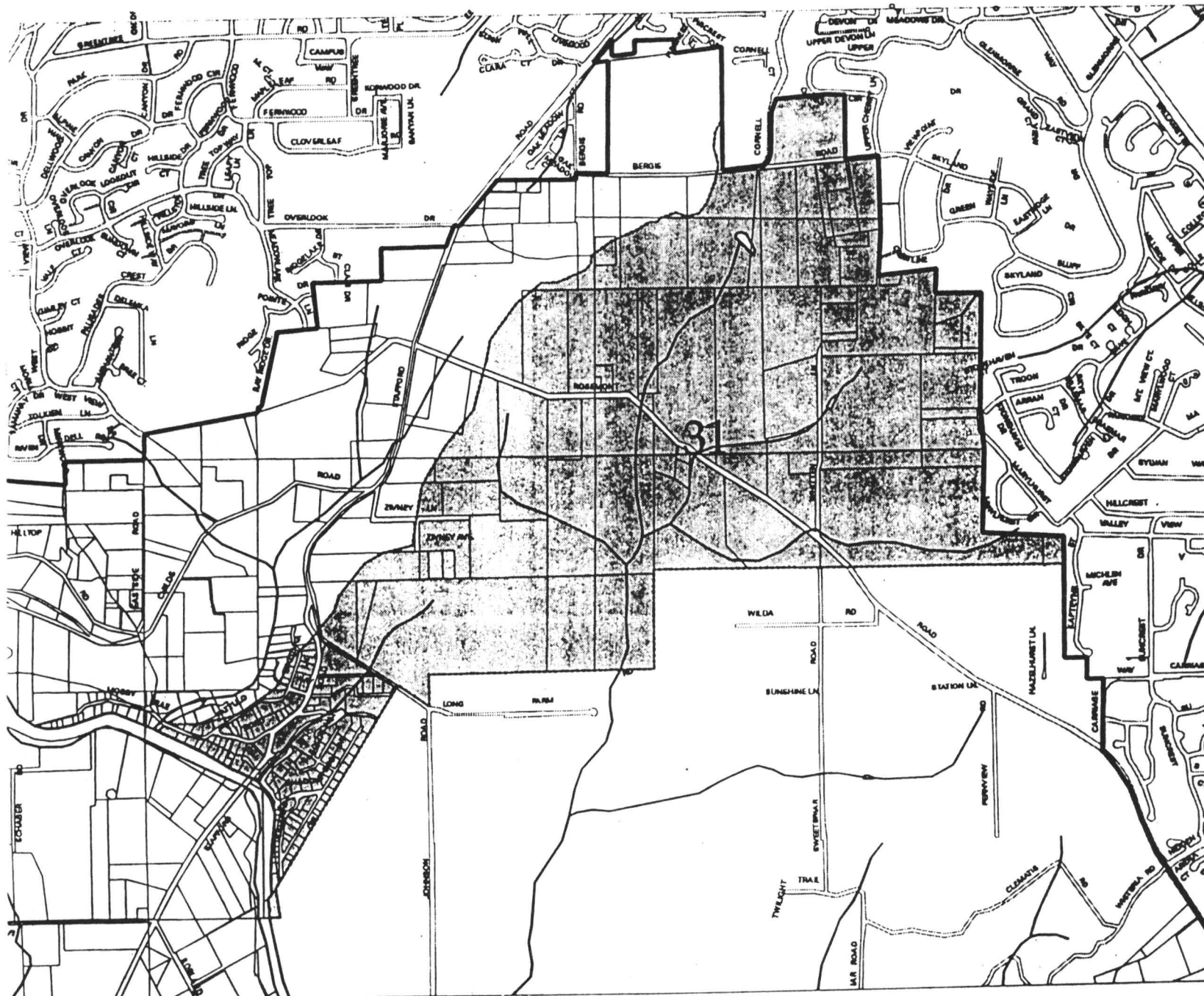
Metro Council Approved
3-6-97

-  Designated Urban Reserves
-  First Tier Urban Reserves
-  Adopted Urban Reserve Boundaries
-  Urban Growth Boundary

MAP #31



600 NE Grand Ave
Portland, OR 97232-3796
(503) 796-1902



EXHIBITS IN PROGRESS, AVAILABLE PRIOR TO DECEMBER 3, 1998

Please Note: Maps included in agenda packet are from the Urban Reserves decision made on March 6, 1997, and are for discussion purposes only. Exact boundaries may change.



Regional Land Information System

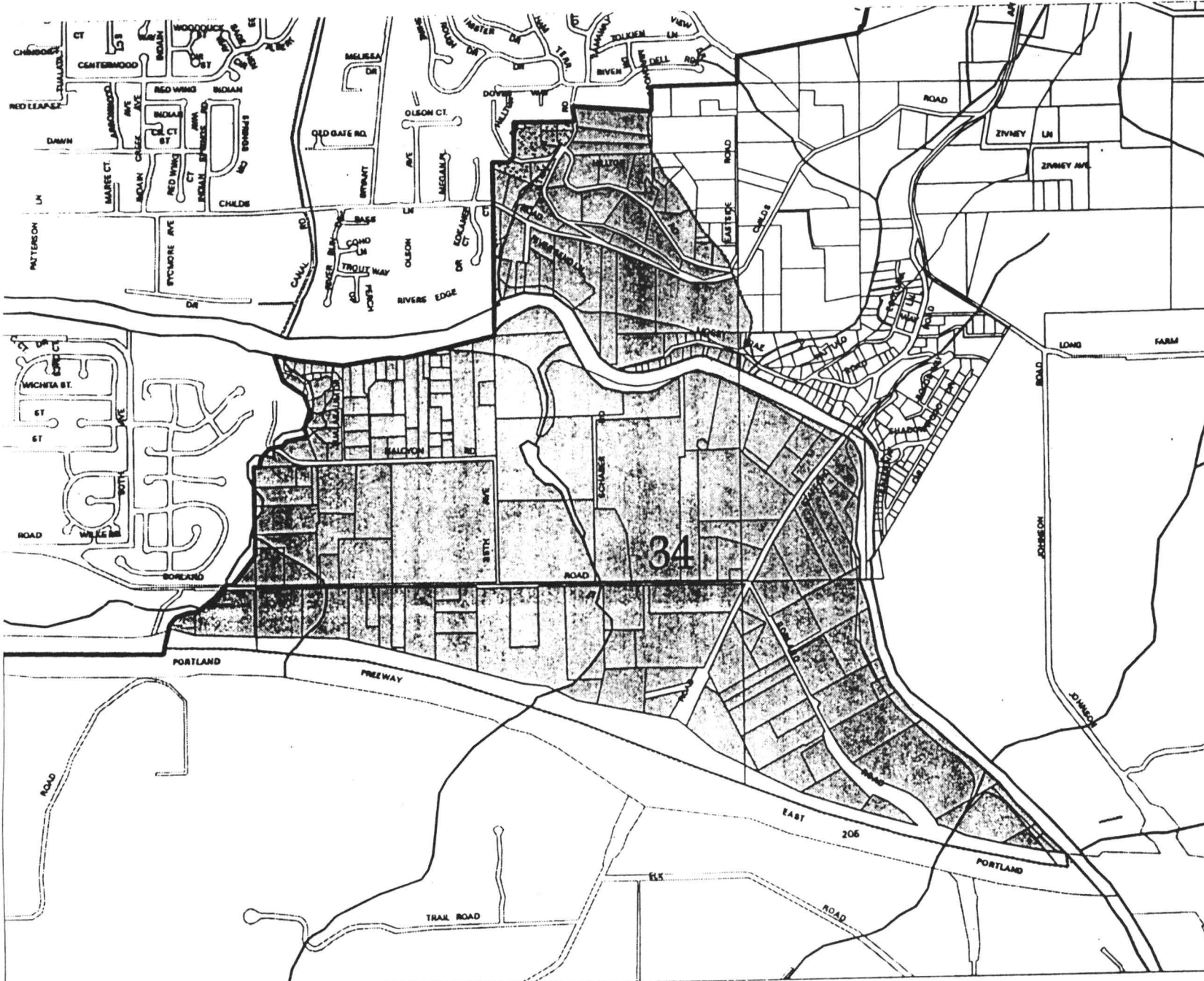
Urban Reserves Tax Lot Boundaries

Metro Council Approved 3-6-97

- Designated Urban Reserves
- First Tier Urban Reserves
- Adopted Urban Reserve Boundaries
- Urban Growth Boundary

MAP #32

600 NE Grand Ave
Portland, OR 97232-2734
(503) 797-1242



Regional Land Information System

Urban Reserves Tax Lot Boundaries

Metro Council Approved
3-6-97

- Designated Urban Reserves
- First Tier Urban Reserves
- Adopted Urban Reserve Boundaries
- Urban Growth Boundary

MAP #34

600 NE Grand Ave
Portland, OR 97232-3736
(503) 797-1742

METRO

96-418/plzmailen.sml, plot date: October 27, 1997

Agenda Item Number 9.6

Resolution No. 98-2726A, For the Purpose of Expressing Council Intent to Amend the Urban Growth Boundary to Add Urban Reserve Areas 62, 63, and 65 in Washington County.

Public Hearing

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF EXPRESSING	)	RESOLUTION NO 98-2726A
COUNCIL INTENT TO AMEND THE)	
URBAN GROWTH BOUNDARY TO	)	Introduced by Growth Management
ADD URBAN RESERVE AREAS 39 , 62,	)	Committee
63 AND 65 IN WASHINGTON COUNTY)	

WHEREAS, The Metro Council designated urban reserve areas in Ordinance No. 96-655E, including these Urban Reserve Areas ~~39~~, 62, 63 and 65; and

WHEREAS, ORS 197.298(1)(a) requires that land designated as urban reserve land by Metro shall be the first priority land for inclusion in the Metro Urban Growth Boundary; and

WHEREAS, the Metro Council has initiated a series of legislative amendments to the Urban Growth Boundary, including this resolution for lands outside the Metro jurisdictional boundary; and

WHEREAS, notice of hearings was published and mailed in compliance with Metro Code 3.01.050(b), (c) and (d); and

WHEREAS, a series of hearings was held before the Council Growth Management Committee on October 6, 13, 20 and 27, and before the full Metro Council on November 10, 12, 16, 17, 19 and December 3, 1998; and

WHEREAS, notice of Proposed Amendment for these Urban Reserve Areas ~~39~~, 62, 63 and 65, consistent with Metro Code and ORS 197.610(1), was received by the Oregon Department of Land Conservation and Development at least 45 days prior to the December 3, 1998 final hearing; and

WHEREAS, the staff report for these areas was available at least seven days prior to the December 3, 1998 final hearing; and

WHEREAS, the Metro Council considered all the evidence in the record, including public testimony in October, November, and December, 1998 hearings to decide proposed amendments to the Urban Growth Boundary; and

WHEREAS, conditions of approval are necessary to assure that these urban reserve areas added to the Urban Growth Boundary are used to meet the need for housing consistent with the acknowledged 2040 Growth Concept; and

WHEREAS, Metro Code Section 3.01.065(f)(1) provides that action to approve a petition including land outside Metro shall be by resolution expressing intent to amend the Urban Growth Boundary if and when the affected property is annexed to Metro; now, therefore,

BE IT RESOLVED:

1. That the Metro Council, based on the process indicated in Exhibit B, attached herein, hereby expresses its intent to adopt an ordinance amending the Urban Growth Boundary to add land in Urban Reserve Areas ~~39~~, 62, 63 and 65, outside the Metro jurisdictional boundary as shown on Exhibit A, within 30 calendar days of receiving notification that the property outside the jurisdictional boundary has been annexed to Metro, provided such notification is received within six (6) months of the date on which the resolution is adopted.

2. That the Metro Council approves and endorses the request by the owners of the land and electors residing on the land that the subject property be annexed to Metro.

ADOPTED by the Metro Council this ____ day of _____ 1998.

Jon Kvistad, Presiding Officer

ATTEST:

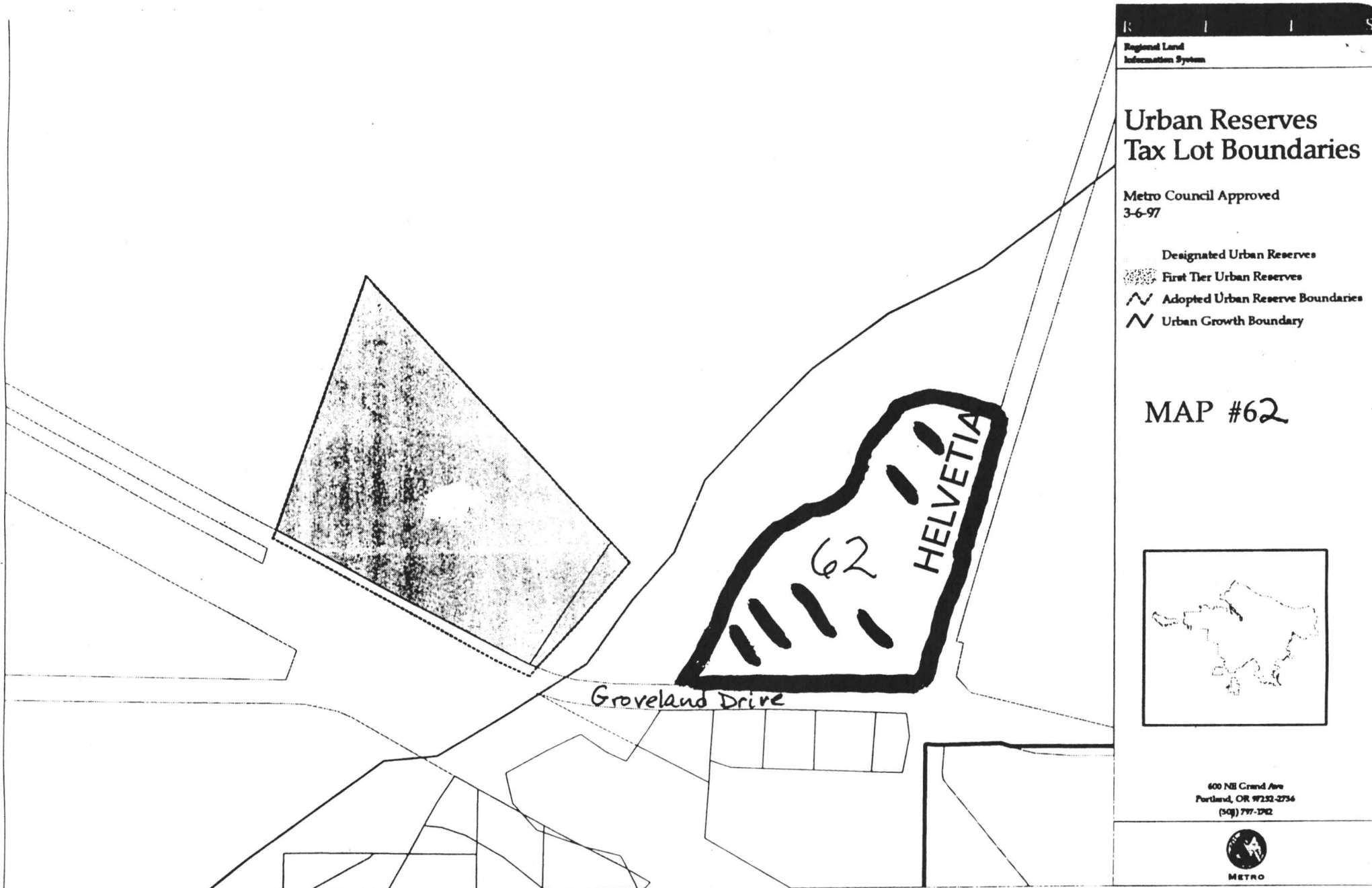
Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

EXHIBITS IN PROGRESS, AVAILABLE PRIOR TO DECEMBER 3, 1998

Please Note: Maps included in agenda packet are from the Urban Reserves decision made on March 6, 1997, and are for discussion purposes only. Exact boundaries may change.



95-418/planminton.sml, plot date: October 27, 1997

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Regional Land Information System

Urban Reserves Tax Lot Boundaries

Metro Council Approved
3-6-97

Designated Urban Reserves

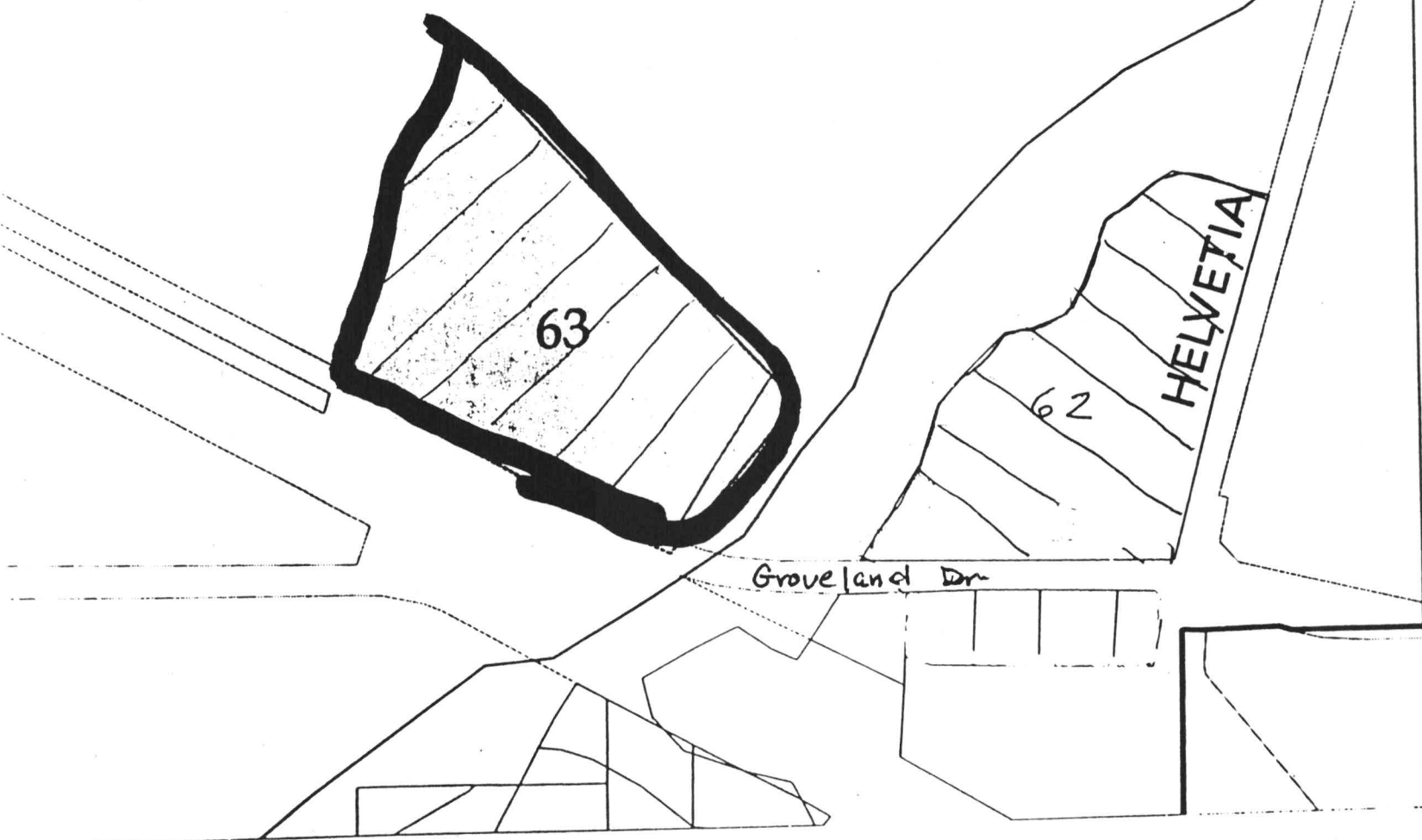
First Tier Urban Reserves

Adopted Urban Reserve Boundaries

Urban Growth Boundary

MAP #63

600 NE Grand Ave
Portland, OR 97132-3736
(503) 741-1700



\\sls\planning\mml_plot date: October 27, 1997

Urban Reserves Tax Lot Boundaries

Metro Council Approved
3-6-97

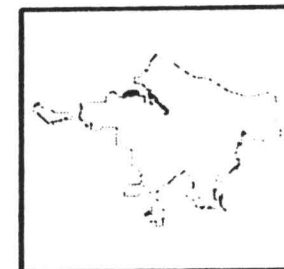
Designated Urban Reserves

First Tier Urban Reserves

 Adopted Urban Reserve Boundaries

Urban Growth Boundary

MAP #65



600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-2912



Resolution No. 98-2728A, For the Purpose of Expressing Council Intent to Amend the Urban Growth Boundary to Add Urban Reserve Areas 53, 54, and 55 to the Hillsboro Regional Center Area.

Public Hearing

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF EXPRESSING	)	RESOLUTION NO 98-2728A
COUNCIL INTENT TO AMEND THE)	
URBAN GROWTH BOUNDARY TO	)	Introduced by Councilors McLain, Morissette
ADD URBAN RESERVE AREAS <u>53, 54,</u>	)	<u>and McFarland</u> Growth Management
<u>AND 55, 62 AND 63</u> TO THE	)	<u>Committee</u>
HILLSBORO REGIONAL CENTER)	
AREA)	

WHEREAS, The Metro Council designated urban reserve areas in Ordinance No. 96-655E, including Urban Reserve Areas 53, 54, and the portion of 55 outside Metro's jurisdictional boundary, 62 and 63; and

WHEREAS, ORS 197.298(1)(a) requires that land designated as urban reserve land by Metro shall be the first priority land for inclusion in the Metro Urban Growth Boundary; and

WHEREAS, the Metro Council has initiated a series of legislative amendments to the Urban Growth Boundary, including this resolution for lands outside the Metro jurisdictional boundary; and

WHEREAS, notice of hearings was published and mailed in compliance with Metro Code 3.01.050(b), (c) and (d); and

WHEREAS, a series of hearings was held before the Council Growth Management Committee on October 6, 13, 20 and 27, and before the full Metro Council on November 10, 12, 16, 17, 19 and December 3, 1998; and

WHEREAS, notice of Proposed Amendment for Urban Reserve Areas 53, 54, and a portion of 55, 62 and 63 consistent with Metro Code and ORS 197.610(1), was received by the

Oregon Department of Land Conservation and Development at least 45 days prior to the December 3, 1998 final hearing; and

WHEREAS, the staff report for this area was available at least seven days prior to the December 3, 1998 final hearing; and

WHEREAS, the Metro Council considered all the evidence in the record, including public testimony in October, November, and December, 1998 hearings to decide proposed amendments to the Urban Growth Boundary; and

WHEREAS, conditions of approval are necessary to assure that the urban reserve area added to the Urban Growth Boundary is used to meet the need for housing consistent with the acknowledged 2040 Growth Concept; and

WHEREAS, Metro Code Section 3.01.065(f)(1) provides that action to approve a petition including land outside Metro shall be by resolution expressing intent to amend the Urban Growth Boundary if and when the affected property is annexed to Metro; now, therefore,

BE IT RESOLVED:

1. That the Metro Council, based on the ~~process~~findings indicated in Exhibit B, attached herein, hereby expresses its intent to adopt an ordinance amending the Urban Growth Boundary to add land in Urban Reserve Areas 53, 54, and the portion of ~~55, 62 and 63~~ outside the Metro jurisdictional boundary as shown on Exhibit A, within 30 calendar days of receiving notification that the property outside the jurisdictional boundary has been annexed to Metro, provided such notification is received within six (6) months of the date on which the resolution is adopted.

/////

2. That the Metro Council approves and endorses the request by the owners of the land and electors residing on the land that the subject property be annexed to Metro.

ADOPTED by the Metro Council this _____ day of _____ 1998.

Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

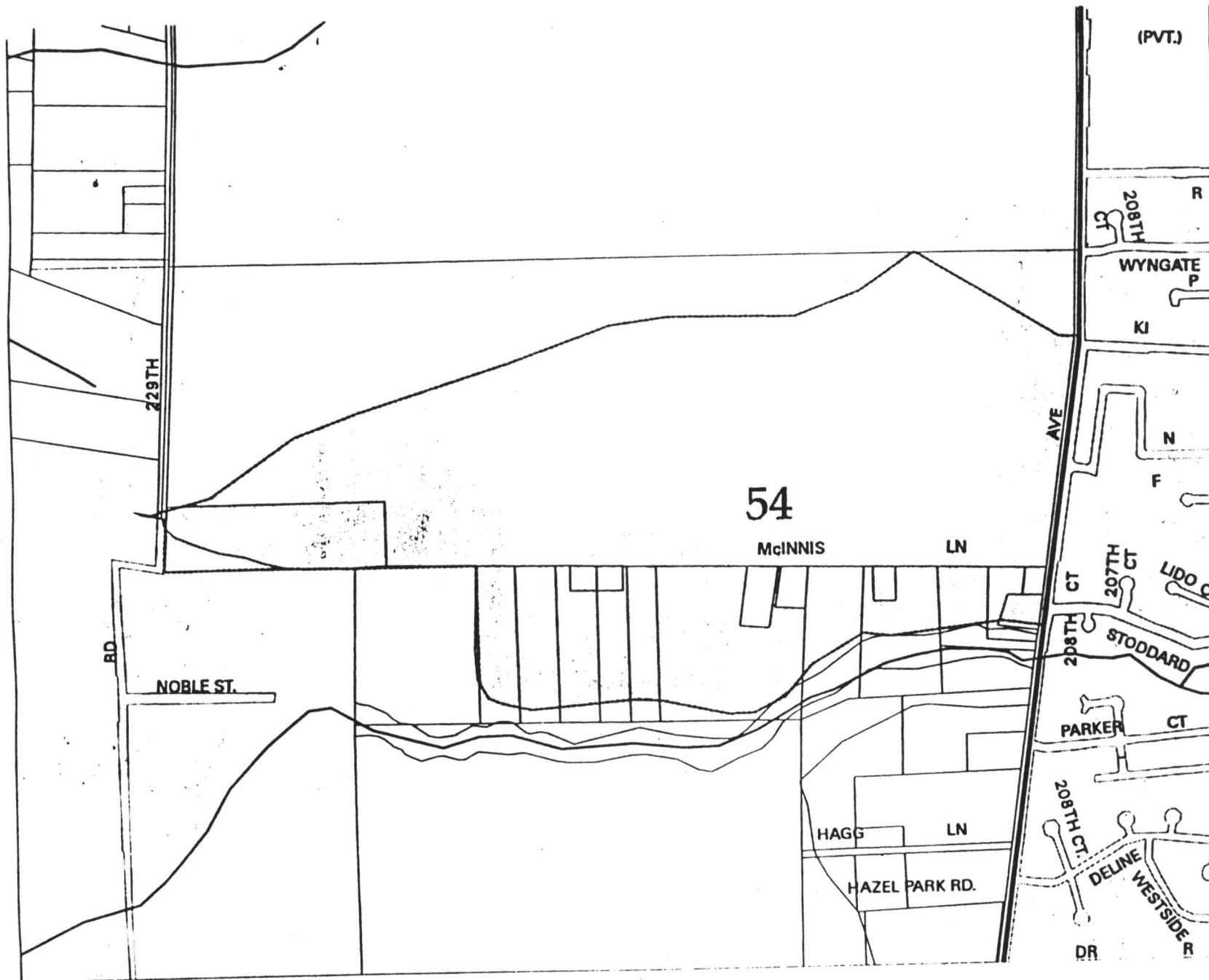
Recording Secretary

Daniel B. Cooper, General Counsel

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(11/4/98)

EXHIBITS IN PROGRESS, AVAILABLE PRIOR TO DECEMBER 3, 1998

Please Note: Maps included in agenda packet are from the Urban Reserves decision made on March 6, 1997, and are for discussion purposes only. Exact boundaries may change.



Regional Land Information System

Urban Reserves Tax Lot Boundaries

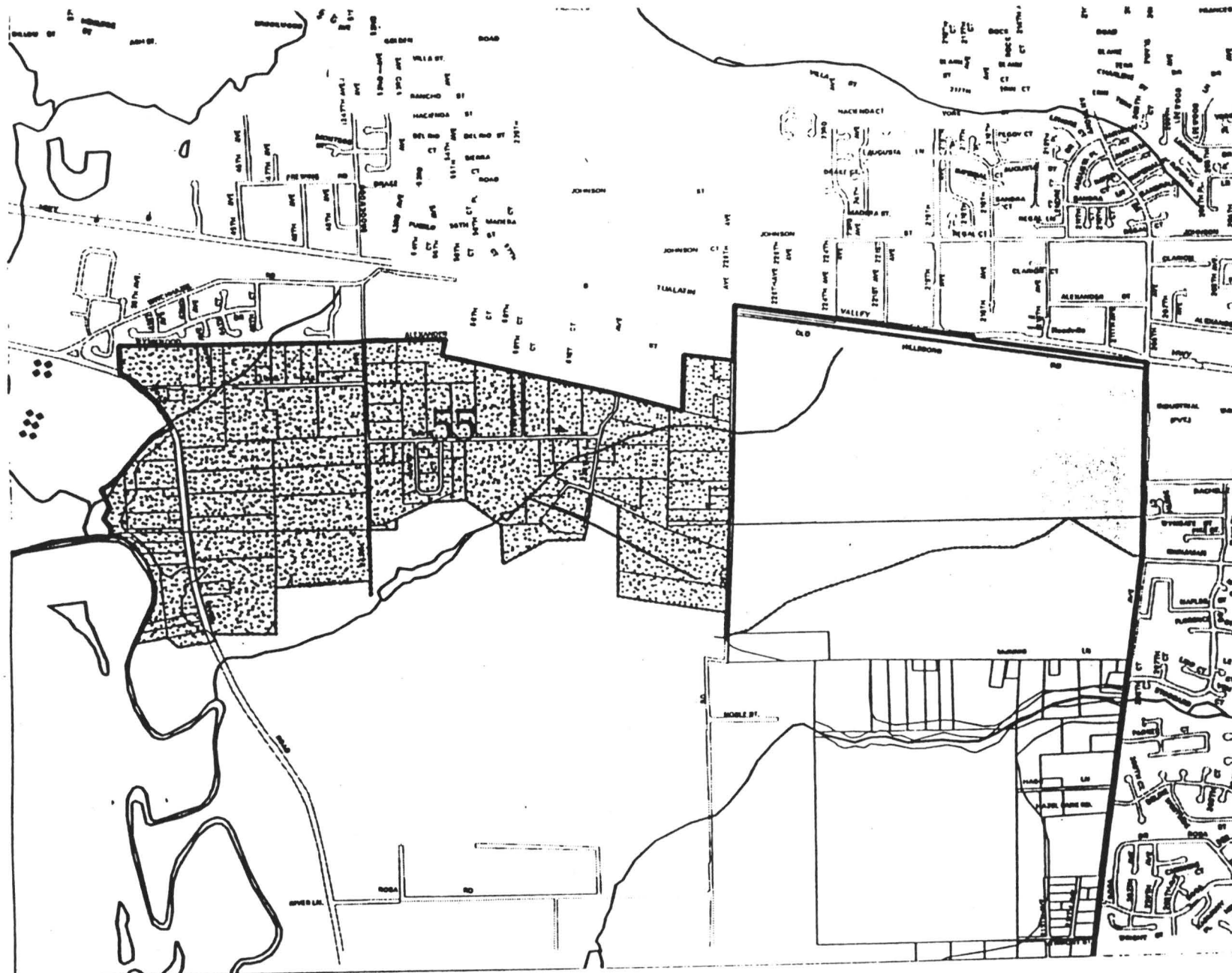
Metro Council Approved
3-6-97

- Designated Urban Reserves
- First Tier Urban Reserves
- Adopted Urban Reserve Boundaries
- Urban Growth Boundary

MAP #54

600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1512

METRO



Regional Land
Information System

Urban Reserves Tax Lot Boundaries

Metro Council Approved
3-6-97

- Designated Urban Reserves
- First Tier Urban Reserves
- Adopted Urban Reserve Boundaries
- Urban Growth Boundary

MAP #55



600 NE Grand Ave
Portland, OR 97132-3736
(503) 747-1742



Resolution No. 98-2729A, For the Purpose of Expressing Council Intent to Amend the Urban Growth Boundary to Add Urban Reserve Areas 39, 41, and 42 in the Vicinity of Wilsonville.

Public Hearing

Metro Council Meeting
Thursday, November 12, 1998
Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF EXPRESSING	)	RESOLUTION NO 98-2729A
COUNCIL INTENT TO AMEND THE)	
URBAN GROWTH BOUNDARY TO	)	Introduced by Councilors McLain, Morissette,
ADD URBAN RESERVE AREAS 39, 41,	)	McFarland, and Washington, <u>Monroe, and the</u>
AND 42 IN THE VICINITY OF	)	<u>Growth Management Committee</u>
WILSONVILLE)	

WHEREAS, The Metro Council designated urban reserve areas in Ordinance No. 96-655E, including these Urban Reserve Areas 39 plus seven acres to the west of 39, 41 and 42; and

WHEREAS, ORS 197.298(1)(a) requires that land designated as urban reserve land by Metro shall be the first priority land for inclusion in the Metro Urban Growth Boundary; and

WHEREAS, the Metro Council has initiated a series of legislative amendments to the Urban Growth Boundary, including this resolution for lands outside and inside the Metro jurisdictional boundary; and

WHEREAS, notice of hearings was published and mailed in compliance with Metro Code 3.01.050(b), (c) and (d); and

WHEREAS, a series of hearings was held before the Council Growth Management Committee on October 6, 13, 20 and 27, and before the full Metro Council on November 10, 12, 16, 17, 19 and December 3, 1998; and

WHEREAS, notice of Proposed Amendment for these Urban Reserve Areas 39, 41 and 42, consistent with Metro Code and ORS 197.610(1), was received by the Oregon Department of Land Conservation and Development at least 45 days prior to the December 3, 1998 final hearing; and

WHEREAS, the staff report for these areas was available at least seven days prior to the December 3, 1998 final hearing; and

WHEREAS, the Metro Council considered all the evidence in the record, including public testimony in October, November, and December, 1998 hearings to decide proposed amendments to the Urban Growth Boundary; and

WHEREAS, conditions of approval are necessary to assure that these urban reserve areas added to the Urban Growth Boundary are used to meet the need for housing consistent with the acknowledged 2040 Growth Concept; and

WHEREAS, Metro Code Section 3.01.065(f)(1) provides that action to approve a petition including land outside Metro shall be by resolution expressing intent to amend the Urban Growth Boundary if and when the affected property is annexed to Metro; now, therefore,

BE IT RESOLVED:

1. That the Metro Council, based on the process indicated in Exhibit B, attached herein, hereby expresses its intent to adopt an ordinance amending the Urban Growth Boundary to add land in Urban Reserve Areas 39 plus seven acres to the west of 39, 41 and 42, outside and inside the Metro jurisdictional boundary as shown on Exhibit A, within 30 calendar days of receiving notification that the property outside the jurisdictional boundary has been annexed to Metro, provided such notification is received within six (6) months of the date on which the resolution is adopted.

/////

/////

/////

2. That the Metro Council approves and endorses the request by the owners of the land and electors residing on the land that the subject property be annexed to Metro.

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





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(11/4/98)

EXHIBITS IN PROGRESS, AVAILABLE PRIOR TO DECEMBER 3, 1998

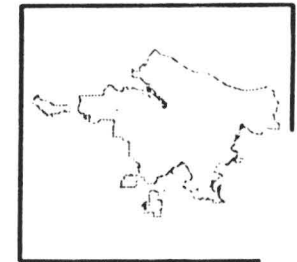
Please Note: Maps included in agenda packet are from the Urban Reserves decision made on March 6, 1997, and are for discussion purposes only. Exact boundaries may change.

Urban Reserves Tax Lot Boundaries

Metro Council Approved
3-6-97

-  Designated Urban Reserves
-  First Tier Urban Reserves
-  Adopted Urban Reserve Boundaries
-  Urban Growth Boundary

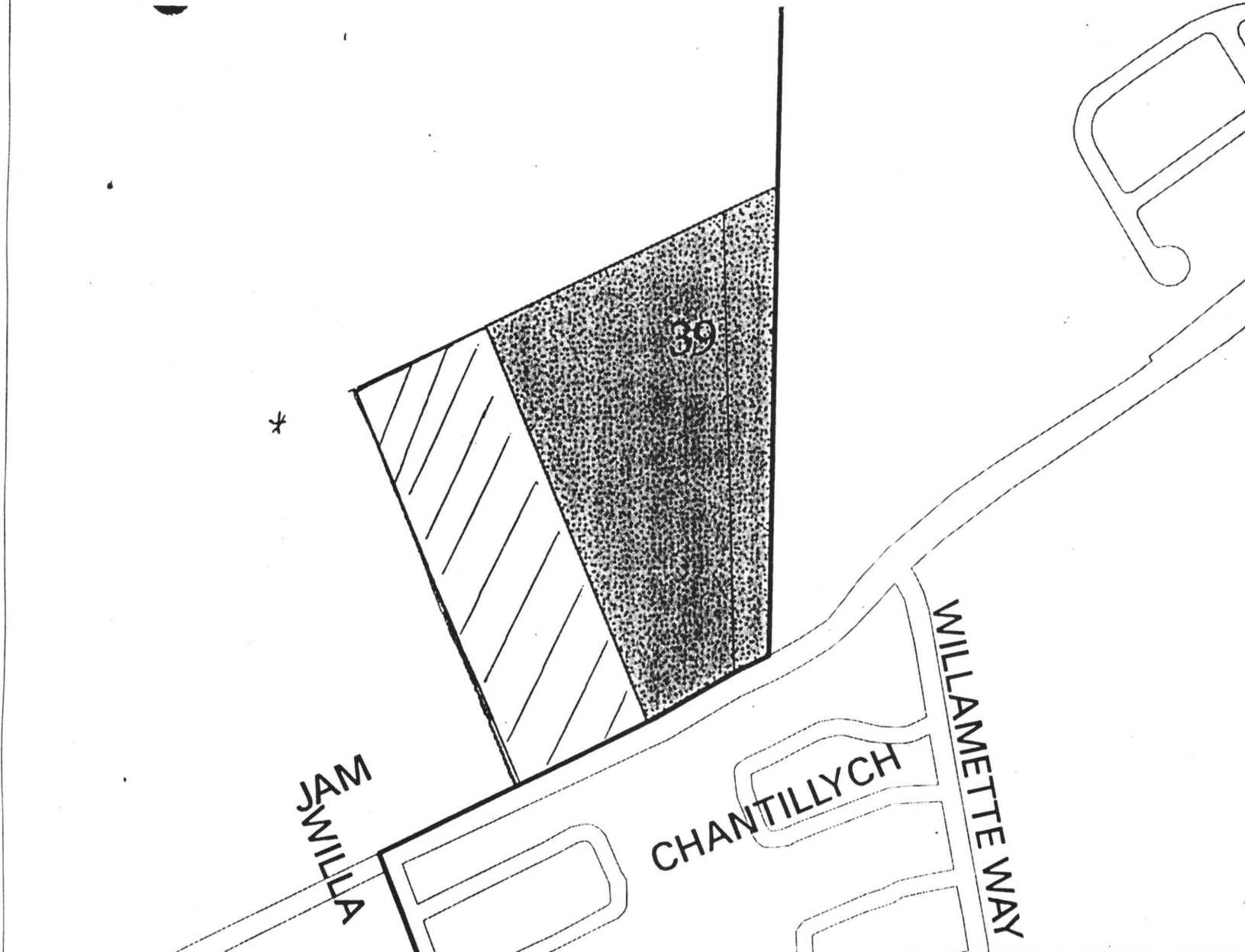
MAP #39



600 NE Grand Ave
Portland, OR 97232-2734
(503) 797-1902

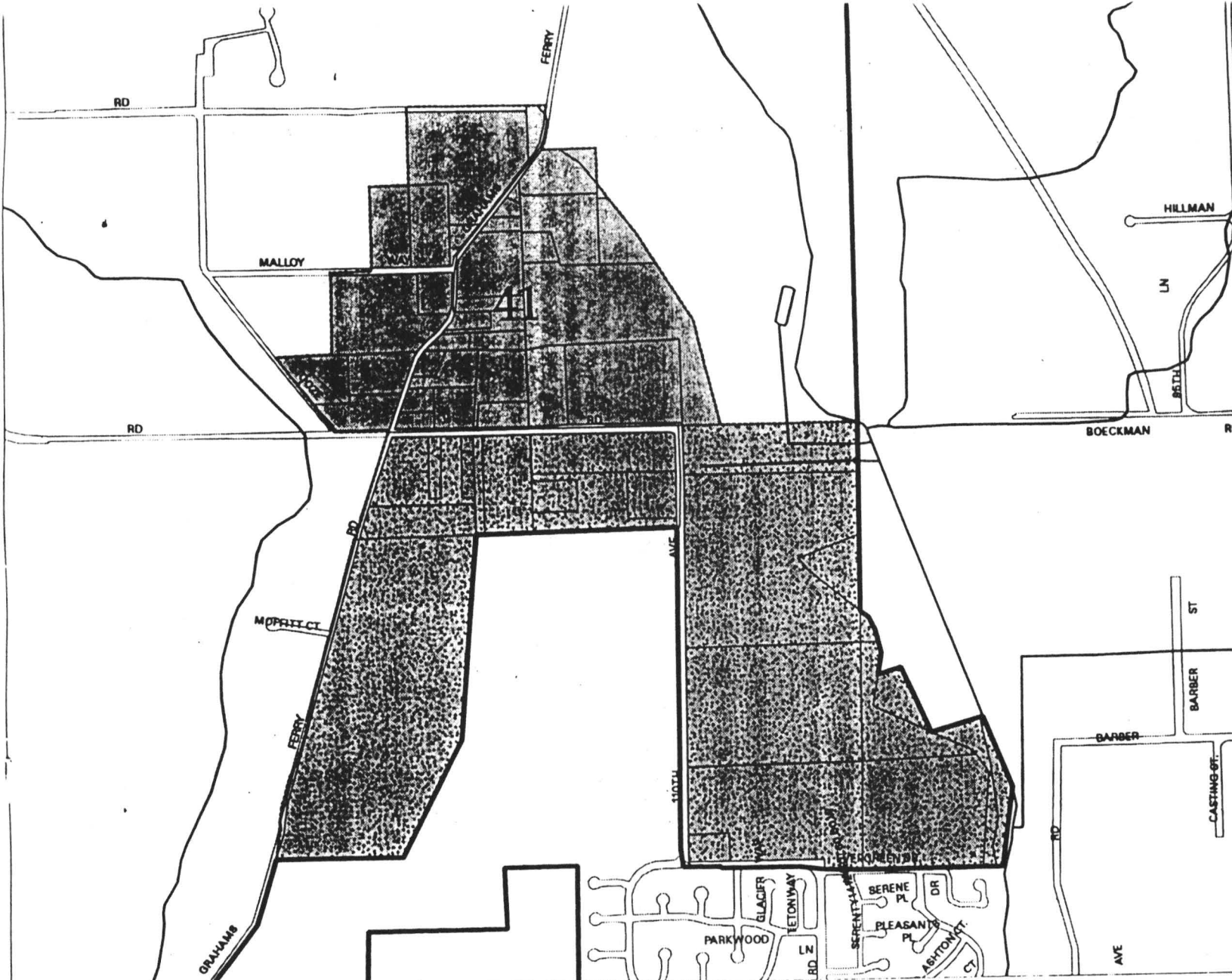


METRO



16-418/plm/notes.xml, plot date: October 27, 1997

* General estimate based on information received.



Regional Land
Information System

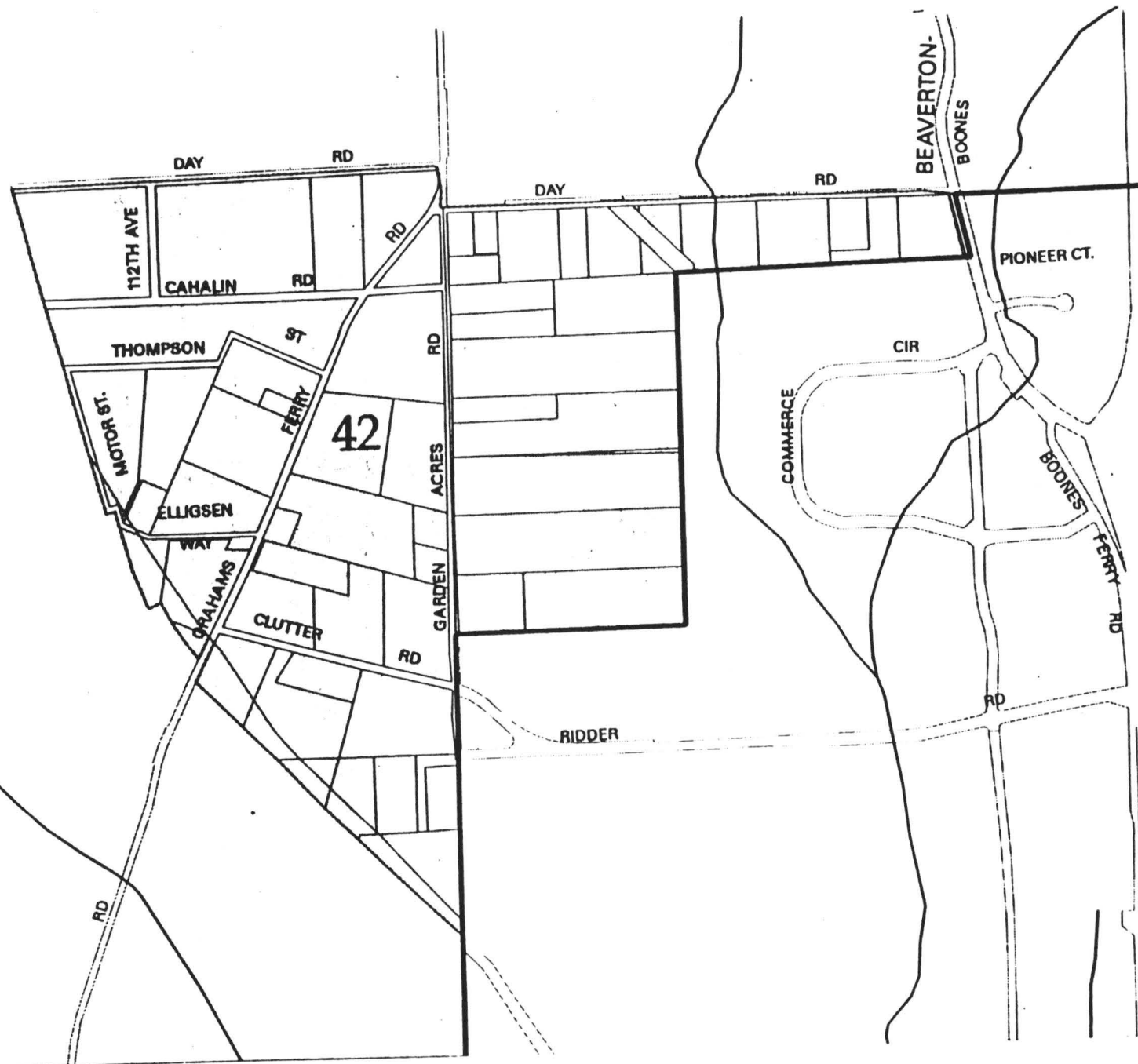
Urban Reserves Tax Lot Boundaries

Metro Council Approved
3-6-97

- Designated Urban Reserves
- First Tier Urban Reserves
- Adopted Urban Reserve Boundaries
- Urban Growth Boundary

MAP #41

600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742



SPECIALTY TRANSPORTATION SERVICES, INC.



32234 11TH AVE. S.W.
FEDERAL WAY, WA 98023
253.974.9848 (VOICE)
253.874.9820 (FAX)

November 9, 1998

To: Counselor Ruth McFarland
The Metro Council

From: Doug DeVries
Specialty Transportation Services, Inc.

Subject: Fuel Procurement

It has come to our attention that there are some questions and concerns regarding the specifications stated in the fuel procurement RFB 98B-63REM.

I would like to provide clarity as to why these specifications are necessary.

- 1.) Location of Fueling Facility on Highway 19 between Arlington and the Landfill:
 - a. In the Waste Transport Services Contract, STS is encouraged to use its best efforts to purchase supplies and equipment from local vendors. The purchase of fuel in Gilliam County does this.
 - b. STS desires to be a good neighbor in the performing of its duties under the Contract, and therefore desires to keep as many of its functions, such as fueling, away from the public. Locating a fueling station outside of town, yet on the main travel route, makes this possible. Furthermore, fueling or for that matter any stopping in the National Scenic Area that is not emergency related is not allowed in the Contract, so fueling in The Dalles is out of the question.
 - c. The location of a fueling facility on our travel route, Highway 19, allows the trucks to fuel without losing any on-duty driving time, thus maintaining scheduling efficiencies.
 - d. In the winter, the trucks must fill up their tanks at the end of shift so that in the off-duty hours as a truck sits, the tanks will not produce condensation in a void of the tank. Condensation mixed into the fuel could potentially contaminate the fuel, which in turn disrupts service which could put STS in violation of its contract. This is not a risk either STS nor Metro wants to incur. Fueling any further out than Arlington is not a prudent consideration.

- 2.) Branded Fuel - Branded fuel is known to contain fewer impurities which could potentially cause engine problems thus service disruptions. Due to the performance standards set forth in the Contract it is a wise decision to utilize a fuel that assures consistent quality so service levels may be maintained.
- 3.) Vehicle Queuing - STS requires the ability to que up to four truck-trailer units at a time because there are circumstances when the trucks leave for Portland or return to the landfill fairly close together as a result of conditions beyond their control. This would result in as many as four rigs at the fuel stop simultaneously.

Though we dispatch the trucks out with intervals in between there are many times when other customers are using the pumps which would result in these intervals being compromised at the fuel stop. This causes the trucks to temporarily bunch up and creates the need for ample queuing of four trucks.

At either of these bunching up scenarios, if there isn't room to get four rigs safely and expediently off the highway then a private and public safety hazard is created. This scenario is simply not acceptable or negotiable.

If a fueling facility is designated by Metro that requires unusual jockeying around to force rigs to 'fit' into the facility then allowances would need to be made for additional time spent and equipment wear and tear.

- 4.) Noncommercial Customers - It is the position of STS that non-commercial customers are free to utilize the same fueling facility as commercial rigs, but, in the interest of safety and scheduling noncommercial customers should use a separate pump island.

In conclusion, STS has spent nine years and tens of thousand loads developing, learning and fine tuning what works most productively and safely in the performance of its contractual obligations to Metro. The criteria set forth in the bid specifications Scope of Work section are a direct result of these experiences. Our future expectations are to continue with, at the very least, the same historical levels of service we have had to date. We believe any and all prospective bidders should respect the historical data we've provided to Metro and abide by the criteria set forth in this RFB.

cc: Metro Staff