



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Agenda

Meeting: **METRO COUNCIL**
Date: **August 8, 1989**
Day: **Tuesday**
Time: **5:00 p.m.**
Place: **Council Chamber**

*Note special date and time.

REVISED AGENDA

Item No. 8.4 has been added
to the agenda.

Approx.
Time*

Presented By

5:00 p.m. **CALL TO ORDER/ROLL CALL**

1. INTRODUCTIONS

1.1 District 7 Citizens Advisory Committee

**2. CONSIDERATION OF A CANDIDATE FOR THE VACANT DISTRICT 7
COUNCIL POSITION**

A. Interviews of Candidates by the Council:

5:05	(1) Douglas Walters
5:25	(2) Charles Becker
5:45	(3) Robert Wiggin
6:05	(4) Max Talbot
6:25	(5) Wendell Tamburro
6:45	(6) J. Ruth McFarland
7:05	(7) James Walters
7:25	(8) Michael Weatherby

7:50
(45 min.) **B. Dinner Break in Room 440: Report from the Citizen
Advisory Committee on the District 7 Council Vacancy
(Open Session)**

8:35
(15 min.) **C. Selection of a Councilor for the District 7 Position
(Council Chamber)**

D. Resolution No. 89-1127, For the Purpose of Ragsdale
Appointing a Candidate to Fill the Vacant
District 7 Council Position (Action Requested:
Motion to Adopt the Resolution)

8:50 **3. COUNCILOR COMMUNICATIONS**

(continued)

* All times listed on this agenda are approximate. Items may not be
considered in the exact order listed.

4. CITIZEN COMMUNICATIONS TO COUNCIL ON NON-AGENDA ITEMS
5. EXECUTIVE OFFICER COMMUNICATIONS
6. ORDINANCES: FIRST READINGS

8:55

- 6.1 Ordinance No. 89-306, Amending Ordinance No. 89-294A
Revising the FY 1989-90 Budget and Appropriations
Schedule to Increase the Executive Officer's Salary in
Accordance with Senate Bill 1150 (Referred to Finance
Committee)
- 6.2 Ordinance No. 89-307, Amending Ordinance No. 89-294A
Revising the FY 1989-90 Budget and Appropriations
Schedule for Council Per Diem Requirements (Referred to
Finance Committee)
- 6.3 Ordinance No. 89-308, Amending Ordinance No. 89-294A
Revising the FY 1989-90 Budget and Appropriations
Schedule for the Purpose of Expanding the Water Quality
Study Program and Adding an Associate Management Analyst
Position in Executive Management (Referred to Finance
Committee)

7. ORDINANCES: SECOND READINGS

REFERRED FROM THE SOLID WASTE COMMITTEE

9:00
(5 min.)

- 7.1 Ordinance No. 89-300, For the Purpose of
Dedicating the St. Johns Reserve Fund for
Purposes Established by OAR 340-61-034
(Action Requested: Motion to Adopt the
Ordinance)

Hansen

8. RESOLUTIONS

REFERRED FROM THE SOLID WASTE COMMITTEE

9:05
(5 min.)

- 8.1 Resolution No. 89-1124, For the Purpose of
Awarding a Two-Year Contract to Coates
Advertising and Public Relations to Design
and Implement Portions of the Public Educa-
tion and Promotion Program for the Solid
Waste Reduction Program (Action Requested:
Motion to Adopt the Resolution)

Hansen

(continued)

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Council Meeting of August 8, 1989

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9:10 8.2 Resolution No. 89-1113, For the Purpose Hansen
(5 min.) of Approving a Request for Bids (RFB)
 Document for Removal of Source Separated
 Yard Debris from the St. Johns Landfill and
 Processing the Material Into a Produce
 (Action Requested: Motion to Adopt the
 Resolution)

**REFERRED FROM CONVENTION, ZOO AND VISITOR FACILITIES
COMMITTEE**

9:15 8.3 Resolution No. 89-1115, Ratifying a Memorandum Knowles
(25 min.) of Understanding Regarding Consolidation of
 Regional Convention, Trade, Spectator and
 Performing Arts Facilities Presently Owned
 and Operated by the City of Portland and the
 Metropolitan Service District (Action Requested:
 Motion to Adopt the Resolution)

NON-REFERRED RESOLUTIONS

9:45 8.4 Resolution No. 89-1128, For the Purpose of Knowles/
(10 min.) Amending Resolution No. 89-1103 to Add a Buchanan
 Citizen to the Composter Community Enhancement
 Advisory Committee (Action Requested: Motion
 to Adopt the Resolution)

9:55 9. COUNCIL COMMITTEE REPORTS

10:10 ADJOURN

a:cn808.AGR
gpwb

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8:35 (15 min.) C. Selection of a Councilor for the District 7 Position (Council Chamber)

D. Resolution No. 89-1127, For the Purpose of Appointing a Candidate to Fill the Vacant District 7 Council Position (Action Requested: Motion to Adopt the Resolution) **Ragsdale**

8:50 3. COUNCILOR COMMUNICATIONS

(continued)

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Study Program and Adding an Associate Management Analyst
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(5 min.)
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Purposes Established by OAR 340-61-034
(Action Requested: Motion to Adopt the
Ordinance)
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Advertising and Public Relations to Design
and Implement Portions of the Public Educa-
tion and Promotion Program for the Solid
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Motion to Adopt the Resolution)
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(continued)

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9:10 (5 min.)	8.2 Resolution No. 89-1113, For the Purpose of Approving a Request for Bids (RFB) Document for Removal of Source Separated Yard Debris from the St. Johns Landfill and Processing the Material Into a Produce (Action Requested: Motion to Adopt the Resolution)	Hansen
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REFERRED FROM CONVENTION, ZOO AND VISITOR FACILITIES COMMITTEE

9:15 (25 min.)	8.3 Resolution No. 89-1115, Ratifying a Memorandum of Understanding Regarding Consolidation of Regional Convention, Trade, Spectator and Performing Arts Facilities Presently Owned and Operated by the City of Portland and the Metropolitan Service District (Action Requested: Motion to Adopt the Resolution)	Knowles
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gpwb

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Agenda Item No. 2.D

Meeting Date: August 8, 1989

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPOINTING	)	RESOLUTION NO. 89-1127
A CANDIDATE TO FILL THE VACANT	)	Introduced by the DISTRICT
DISTRICT 7 COUNCIL POSITION	)	Presiding Officer

WHEREAS, A vacancy exists in the District 7 position on the Council of the Metropolitan Service District; and

WHEREAS, Chapter 268 of the Oregon Revised Statutes requires that a vacancy in office shall be filled by a majority of remaining members of the Council; and

WHEREAS, The vacant District 7 Council position was advertised and all applicants were interviewed by the Council and the Citizens Advisory Committee; and

WHEREAS, The provisions of Resolution No. 83-385 requiring the appointment of a Citizens Advisory Committee to review and evaluate candidates and advise the Council were followed; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District hereby appoints _____ to fill the vacant District 7 position on the Council of the Metropolitan Service District for the period of August _____, 1989, through January 7, 1991.

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

Mike Ragsdale, Presiding Officer

Agenda Item No. 6.1

Meeting Date: August 8, 1989

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

AN ORDINANCE AMENDING ORDINANCE NO.)
89-294A REVISING THE FY 1989-90)
BUDGET AND APPROPRIATIONS SCHEDULE)
TO INCREASE THE EXECUTIVE OFFICERS)
SALARY IN ACCORDANCE WITH SENATE)
BILL 1150)

ORDINANCE NO. 89-306
Introduced by Rena Cusma,
Executive Officer

WHEREAS, The Council of the Metropolitan Service District has
reviewed and considered the need to modify the FY 1989-90 Budget; and

WHEREAS, The need for a modified budget plan has been justified;
and

WHEREAS, Adequate funds exist for identified needs; now,
therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

That Ordinance No. 89-294A, Exhibit B, FY 1989-90 Budget, and
Exhibit C, Schedule of Appropriations, are hereby amended as shown in
Exhibits A and B to this Ordinance for the purpose of increasing the
Executive Officer's salary in accordance with Senate Bill 1150.

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

Mike Ragsdale, Presiding Officer

ATTEST:

Clerk of the Council

kr:ord89-90:89-306:ord306
8/2/89

EXHIBIT A
ORDINANCE NO. 89-306

FISCAL YEAR 1989-90		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
GENERAL FUND:Executive Management							
	Personal Services						
511110	ELECTED OFFICIALS						
	Executive Officer	1.00	65,645		1,955	1.00	67,600
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Deputy Executive Officer	1.00	51,893			1.00	51,893
	Sr. Management Analyst	2.00	77,074			2.00	77,074
	Government Relations Mgr.	1.00	58,240			1.00	58,240
	Sr. Public Info. Specialist	0.50	16,149			0.50	16,149
	Administrative Assistant	1.00	26,803			1.00	26,803
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	1.00	21,130			1.00	21,130
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary Administrative Support	0.50	7,741			0.50	7,741
512000	FRINGE		97,403		587		97,990
	Total Personal Services	8.00	422,078	0.00	2,542	8.00	424,620
	Materials & Services						
521100	Office Supplies		1,891				1,891
521110	Computer Software		290				290
521310	Subscriptions		723				723
521320	Dues		8,658				8,658
524190	Misc. Professional Services		20,000				20,000
525640	Maintenance & Repairs Services-Equipment		100				100
525710	Equipment Rental		648				648
525731	Operating Lease Payments-Building		1,050				1,050
526310	Printing Services		150				150
526440	Delivery Services		150				150
526500	Travel		10,780				10,780
526800	Training, Tuition, Conferences		6,155				6,155
529500	Meetings		4,960				4,960
529800	Miscellaneous		370				370
	Total Materials & Services		55,925		0		55,925
	Capital Outlay						
571500	Purchases-Office Furniture & Equipment		3,974				3,974
	Total Capital Outlay		3,974				3,974
	TOTAL EXPENDITURES	8.00	481,977	0.00	2,542	8.00	484,519

EXHIBIT A
ORDINANCE NO. 89-306

FISCAL YEAR 1989-90		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
GENERAL FUND: General Expenses							
Interfund Transfers							
581513	Trans. Indirect Costs to Bldg. Fund		210,760				210,760
581615	Trans. Indirect Costs to Insurance Fund		33,733				33,733
582140	Trans. Resources to Plan. Fund		37,612				37,612
	Total Interfund Transfers		282,105		0		282,105
Contingency and Unappropriated Balance							
599999	Contingency		150,000		(2,542)		147,458
	Total Contingency and Unappropriated Balance		150,000		(2,542)		147,458
	TOTAL EXPENDITURES	59.80	4,313,357	0.00	0	59.80	4,313,357

EXHIBIT B
ORDINANCE NO. 89-306
SCHEDULE OF APPROPRIATIONS FY 1989-90

	CURRENT APPROPRIATION	REVISION	REVISED APPROPRIATION
GENERAL FUND			
Council			
Personal Services	319,762		319,762
Materials & Services:	126,460		126,460
Capital Outlay:	4,700		4,700
Subtotal	450,922	0	450,922
General Counsel			
Personal Services	253,022		253,022
Materials & Services	23,039		23,039
Capital Outlay:	2,412		2,412
Subtotal	278,473	0	278,473
Executive Management			
Personal Services	422,078	2,542	424,620
Materials & Services:	55,925		55,925
Capital Outlay:	3,974		3,974
Subtotal	481,977	2,542	484,519
Finance & Administration			
Personal Services	1,279,954		1,279,954
Materials & Services:	836,327		836,327
Capital Outlay:	62,575		62,575
Subtotal	2,178,856	0	2,178,856
Public Affairs			
Personal Services	422,207		422,207
Materials & Services:	68,167		68,167
Capital Outlay:	650		650
Subtotal	491,024	0	491,024
General Expense			
Contingency	150,000	(2,542)	147,458
Transfers	282,105		282,105
Subtotal	432,105	(2,542)	429,563
Unappropriated Balance	0	0	0
Total General Fund Requirements	4,313,357	0	4,313,357

ALL OTHER APPROPRIATIONS REMAIN AS PREVIOUSLY ADOPTED

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 89-306 AMENDING
ORDINANCE NO. 89-294A REVISING THE FY 1989-90 BUDGET AND
APPROPRIATIONS SCHEDULE TO INCREASE THE EXECUTIVE
OFFICER'S SALARY IN ACCORDANCE WITH SENATE BILL 1150

Date: August 2, 1989

Presented by: Ray Phelps

FACTUAL BACKGROUND AND ANALYSIS

The salary of the Executive Officer is prescribed by state statute (ORS 292.422) and is tied to the salary of a district court judge. ORS 268.180(4) states the salary and employment benefits of the executive officer shall not be less than that of a district court judge of this state. The Legislature, during its last session, passed Senate Bill 1150 amending certain salaries for state-wide elected officials, legislators and judges (Attachment A). Beginning July 1, 1989, the salary of a district court judge was increased to \$67,600 from \$65,645. This increase was not anticipated at the time the budget was prepared.

This action would transfer \$2,542 for increased salary and fringe from General Fund contingency to Personal Services in the Executive Management Department budget.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 89-306.

kr:ord89-90:89-306:sr306
8/2/89

A-Engrossed Senate Bill 1150

Ordered by the Senate June 30
Including Senate Amendments dated June 30

Sponsored by JOINT COMMITTEE ON WAYS AND MEANS

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure.

Prescribes salaries for state-wide elected officials, legislators and judges.

A BILL FOR AN ACT

Relating to certain salaries; amending ORS 171.072, 292.313, 292.405, 292.410, 292.415, 292.422 and 292.425.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 292.313 is amended to read:

292.313. The incumbents of each of the following offices shall be paid an annual salary on a monthly basis, as follows:

(1) Governor, ~~[\$73,500]~~ **\$77,500** for the year beginning July 1, ~~[1987]~~ 1989, and ~~[\$75,000]~~ **\$80,000** thereafter. The Governor shall also be paid \$1,000 per month regularly for expenses necessarily incurred but not otherwise provided for.

(2) Secretary of State, ~~[\$55,000]~~ **\$59,500** for the year beginning July 1, ~~[1987]~~ 1989, and ~~[\$57,500]~~ **\$61,500** thereafter. The Secretary of State shall also be paid \$250 per month regularly for expenses necessarily incurred but not otherwise provided for.

(3) State Treasurer, ~~[\$55,000]~~ **\$59,500** for the year beginning July 1, ~~[1987]~~ 1989, and ~~[\$57,500]~~ **\$61,500** thereafter. The State Treasurer shall also be paid \$250 per month regularly for expenses necessarily incurred but not otherwise provided for.

(4) Attorney General, ~~[\$61,000]~~ **\$64,000** for the year beginning July 1, ~~[1987]~~ 1989, and ~~[\$62,000]~~ **\$66,000** thereafter. The Attorney General shall also be paid \$250 per month regularly for expenses necessarily incurred but not otherwise provided for.

(5) Superintendent of Public Instruction, ~~[\$55,000]~~ **\$59,500** beginning July 1, ~~[1987]~~ 1989, and ~~[\$57,500]~~ **\$61,500** thereafter. The superintendent shall also be paid \$250 per month regularly for expenses necessarily incurred but not otherwise provided for.

(6) Commissioner of the Bureau of Labor and Industries, ~~[\$55,000]~~ **\$59,500** for the year beginning July 1, ~~[1987]~~ 1989, and ~~[\$57,500]~~ **\$61,500** thereafter. The commissioner shall also be paid \$250 per month regularly for expenses necessarily incurred but not otherwise provided for.

SECTION 2. ORS 292.405 is amended to read:

292.405. (1) The annual salary of the Chief Judge of the Court of Appeals shall be ~~[\$70,943]~~ **\$74,400** for the year beginning July 1, ~~[1987]~~ 1989, and ~~[\$72,362]~~ **\$76,400** thereafter.

(2) The annual salary of each other judge of the Court of Appeals shall be ~~[\$69,254]~~ **\$72,600** for the year beginning July 1, ~~[1987]~~ 1989, and ~~[\$70,639]~~ **\$74,600** thereafter.

NOTE: Matter in bold face in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted.

SECTION 3. ORS 292.410 is amended to read:

292.410. (1) The annual salary of the Chief Justice of the Supreme Court shall be [\$72,718] \$76,200 for the year beginning July 1, [1987] 1989, and [\$74,172] \$78,200 thereafter.

(2) The annual salary of each other judge of the Supreme Court shall be [\$70,943] \$74,400 for the year beginning July 1, [1987] 1989, and [\$72,362] \$76,400 thereafter.

SECTION 4. ORS 292.415 is amended to read:

292.415. The annual salary of each judge of a circuit court shall be [\$64,358] \$67,600 for the year beginning July 1, [1987] 1989, and [\$65,645] \$69,600 thereafter.

SECTION 5. ORS 292.422 is amended to read:

292.422. The annual salary of each judge of a district court shall be [\$64,358] \$67,600 for the year beginning July 1, [1987] 1989, and [\$65,645] \$69,600 thereafter.

SECTION 6. ORS 292.425 is amended to read:

292.425. The annual salary of the judge of the Oregon Tax Court shall be [\$66,475] \$69,800 for the year beginning July 1, [1987] 1989, and [\$67,805] \$71,800 thereafter.

SECTION 7. ORS 171.072 is amended to read:

171.072. (1) Except as otherwise provided in subsection (2) of this section, a member of the Legislative Assembly shall receive for services a salary *[at the rate of \$775 for the period beginning July 1, 1985, and ending June 30, 1986; \$850 for the period beginning July 1, 1986, and ending January 11, 1987; and beginning January 12, 1987, and thereafter,]* the greater of:

(a) *[The fifth step]* One step below the maximum of Salary Range 1 in the Management Service Compensation Plan; or

(b) Seventeen percent of the salary of a District Court Judge.

(2) The President of the Senate and the Speaker of the House of Representatives each shall receive for services, as additional salary, an amount equal to the sum allowed each of them as a member under subsection (1) of this section.

(3) A member of the Legislative Assembly shall receive, as an allowance for expenses not otherwise provided for, a per diem determined as provided in subsection (9) of this section for each day within the period that the Legislative Assembly is in session, to be paid weekly.

(4) A member of the Legislative Assembly shall receive, as an allowance for expenses incurred in the performance of official duties during periods when the legislature is not in session, \$400 for each calendar month or part thereof during those periods, to be paid monthly, and subject to approval of the President of the Senate or Speaker of the House of Representatives, mileage expenses and a per diem determined as provided in subsection (9) of this section for each day a member is engaged in the business of legislative interim and statutory committees, including advisory committees and subcommittees thereof, and task forces and for each day a member serves on interstate bodies, advisory committees and other entities on which the member serves ex officio, whether or not the entity is a legislative one.

(5) In addition to the mileage and per diem expense payments provided by this section, a member of the Legislative Assembly may receive reimbursement for actual and necessary expenses, subject to approval by the President of the Senate or Speaker of the House of Representatives, for legislative business outside of the state.

(6) The President of the Senate and Speaker of the House of Representatives may delegate to the chairmen of interim and statutory committees and task forces the approval authority granted to them by subsection (4) of this section, with respect to expenses incurred in attending any meeting

SENATE AMENDMENTS TO SENATE BILL 1150

By JOINT COMMITTEE ON WAYS AND MEANS

June 30

1 On page 1 of the printed bill, line 2, after "ORS" insert "171.072,".

2 On page 2, after line 10, insert:

3 "SECTION 7. ORS 171.072 is amended to read:

4 "171.072. (1) Except as otherwise provided in subsection (2) of this section, a member of the
5 Legislative Assembly shall receive for services a salary *[at the rate of \$775 for the period beginning*
6 *July 1, 1985, and ending June 30, 1986; \$850 for the period beginning July 1, 1986, and ending Jan-*
7 *uary 11, 1987; and beginning January 12, 1987, and thereafter,]* the greater of:

8 "(a) *[The fifth step]* One step below the maximum of Salary Range 1 in the Management Ser-
9 vice Compensation Plan; or

10 "(b) Seventeen percent of the salary of a District Court Judge.

11 "(2) The President of the Senate and the Speaker of the House of Representatives each shall
12 receive for services, as additional salary, an amount equal to the sum allowed each of them as a
13 member under subsection (1) of this section.

14 "(3) A member of the Legislative Assembly shall receive, as an allowance for expenses not oth-
15 erwise provided for, a per diem determined as provided in subsection (9) of this section for each day
16 within the period that the Legislative Assembly is in session, to be paid weekly.

17 "(4) A member of the Legislative Assembly shall receive, as an allowance for expenses incurred
18 in the performance of official duties during periods when the legislature is not in session, \$400 for
19 each calendar month or part thereof during those periods, to be paid monthly, and subject to ap-
20 proval of the President of the Senate or Speaker of the House of Representatives, mileage expenses
21 and a per diem determined as provided in subsection (9) of this section for each day a member is
22 engaged in the business of legislative interim and statutory committees, including advisory commit-
23 tees and subcommittees thereof, and task forces and for each day a member serves on interstate
24 bodies, advisory committees and other entities on which the member serves ex officio, whether or
25 not the entity is a legislative one.

26 "(5) In addition to the mileage and per diem expense payments provided by this section, a
27 member of the Legislative Assembly may receive reimbursement for actual and necessary expenses,
28 subject to approval by the President of the Senate or Speaker of the House of Representatives, for
29 legislative business outside of the state.

30 "(6) The President of the Senate and Speaker of the House of Representatives may delegate to
31 the chairmen of interim and statutory committees and task forces the approval authority granted to
32 them by subsection (4) of this section, with respect to expenses incurred in attending any meeting
33 of a particular committee or task force.

34 "(7) Amounts received under subsections (3) to (5) of this section are excluded from gross income

1 and expenditures thereof are excluded in computing deductions for purposes of ORS chapter 316. If
2 there is attached to the personal income return a schedule of all ordinary and necessary business
3 expenses paid during the tax year as a member of the Legislative Assembly, a deduction may be
4 claimed on the return for legislative expenses paid in excess of the amounts received under sub-
5 sections (3) to (5) of this section. However, on and after July 20, 1987, expenses of members of the
6 Legislative Assembly that are reimbursed by the state for actual expenses for meals and lodging
7 associated with state travel for the same period during which a legislator receives per diem is sub-
8 ject to state income tax.

9 “(8) For periods when the Legislative Assembly is not in session, the Legislative Administration
10 Committee shall provide for a telephone and an expense allowance for members of the Legislative
11 Assembly that is in addition to the amount allowed under subsection (4) of this section. In deter-
12 mining the amount of allowance for members, the committee shall consider the geographic area of
13 the member's district. The additional allowance shall reflect travel expenses necessary to communi-
14 cate in districts of varying sizes.

15 “(9) The per diem allowance referred to in subsections (3) and (4) of this section shall be the
16 amount fixed for per diem allowance that is authorized by the United States Internal Revenue Ser-
17 vice to be excluded from gross income without itemization.”.

1 of a particular committee or task force.

2 (7) Amounts received under subsections (3) to (5) of this section are excluded from gross income
3 and expenditures thereof are excluded in computing deductions for purposes of ORS chapter 316. If
4 there is attached to the personal income return a schedule of all ordinary and necessary business
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7 sections (3) to (5) of this section. However, on and after July 20, 1987, expenses of members of the
8 Legislative Assembly that are reimbursed by the state for actual expenses for meals and lodging
9 associated with state travel for the same period during which a legislator receives per diem is sub-
10 ject to state income tax.

11 (8) For periods when the Legislative Assembly is not in session, the Legislative Administration
12 Committee shall provide for a telephone and an expense allowance for members of the Legislative
13 Assembly that is in addition to the amount allowed under subsection (4) of this section. In deter-
14 mining the amount of allowance for members, the committee shall consider the geographic area of
15 the member's district. The additional allowance shall reflect travel expenses necessary to communi-
16 cate in districts of varying sizes.

17 (9) The per diem allowance referred to in subsections (3) and (4) of this section shall be the
18 amount fixed for per diem allowance that is authorized by the United States Internal Revenue Ser-
19 vice to be excluded from gross income without itemization.
20

Agenda Item No. 6.2

Meeting Date: August 8, 1989

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

AN ORDINANCE AMENDING ORDINANCE)
NO. 89-294A REVISING THE FY)
1989-90 BUDGET AND APPROPRIATIONS)
SCHEDULE FOR COUNCIL PER DIEM)

ORDINANCE NO. 89-307

Introduced by Mike Ragsdale,
Presiding Officer

WHEREAS, The Council of the Metropolitan Service District has
reviewed and considered the need to modify the FY 1989-90 Budget; and

WHEREAS, Adequate funds exist for identified needs; now,
therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

That Ordinance No. 89-294A, Exhibit B, FY 1989-90 Budget, and
Exhibit C, Schedule of Appropriations, are hereby amended as shown in
Exhibits A and B to this Ordinance for the purpose of increasing the
Council per diem requirements.

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

Mike Ragsdale, Presiding Officer

ATTEST:

Clerk of the Council

C:\ANN\89-307.ORD
8/1/89

EXHIBIT A
ORDINANCE NO. 89-307

FISCAL YEAR 1989-90		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
GENERAL FUND: Council							
	Personal Services						
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Council Administrator	1.00	62,182			1.00	62,182
	Sr. Management Analyst	2.00	81,663			2.00	81,663
	Clerk of the Council	1.00	29,980			1.00	29,980
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	3.00	66,882			3.00	66,882
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary Administrative Support	0.30	5,264			0.30	5,264
512000	FRINGE		73,791				73,791
	Total Personal Services	7.30	319,762	0.00	0	7.30	319,762
	Materials & Services						
521100	Office Supplies		2,500				2,500
521320	Dues		300				300
524110	Accounting & Auditing Services		40,000				40,000
524190	Misc. Professional Services		9,000				9,000
526200	Ads & Legal Notices		500				500
526310	Printing Services		1,100				1,100
526500	Travel		10,000				10,000
526800	Training, Tuition, Conferences		2,600				2,600
529110	Council Per Diem		34,560		23,040		57,600
529120	Councilor Expenses		20,400				20,400
529500	Meetings		5,500				5,500
	Total Materials & Services		126,460		23,040		149,500
	Capital Outlay						
571500	Purchases-Office Furniture & Equipment		4,700				4,700
	Total Capital Outlay		4,700		0		4,700
	TOTAL EXPENDITURES	7.30	450,922	0.00	23,040	7.30	473,962

EXHIBIT A
ORDINANCE NO. 89-307

FISCAL YEAR 1989-90		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
GENERAL FUND:General Expenses							
	Interfund Transfers						
581513	Trans. Indirect Costs to Bldg. Fund		210,760				210,760
581615	Trans. Indirect Costs to Insurance Fund		33,733				33,733
582140	Trans. Resources to Plan. Fund		37,612				37,612
	Total Interfund Transfers		282,105		0		282,105
	Contingency and Unappropriated Balance						
599999	Contingency		147,458		(23,040)		124,418
	Total Contingency and Unappropriated Balance		147,458		(23,040)		124,418
	TOTAL EXPENDITURES	59.80	4,313,357	0.00	0	59.80	4,313,357

EXHIBIT B
ORDINANCE NO. 89-307
SCHEDULE OF APPROPRIATIONS FY 1989-90

	CURRENT APPROPRIATION	REVISION	REVISED APPROPRIATION
GENERAL FUND			
Council			
Personal Services	319,762		319,762
Materials & Services:	126,460	23,040	149,500
Capital Outlay:	4,700		4,700
Subtotal	450,922	23,040	473,962
General Counsel			
Personal Services	253,022		253,022
Materials & Services	23,039		23,039
Capital Outlay:	2,412		2,412
Subtotal	278,473	0	278,473
Executive Management			
Personal Services	424,620		424,620
Materials & Services:	55,925		55,925
Capital Outlay:	3,974		3,974
Subtotal	484,519	0	484,519
Finance & Administration			
Personal Services	1,279,954		1,279,954
Materials & Services:	836,327		836,327
Capital Outlay:	62,575		62,575
Subtotal	2,178,856	0	2,178,856
Public Affairs			
Personal Services	422,207		422,207
Materials & Services:	68,167		68,167
Capital Outlay:	650		650
Subtotal	491,024	0	491,024
General Expense			
Contingency	147,458	(23,040)	124,418
Transfers	282,105		282,105
Subtotal	429,563	(23,040)	406,523
Unappropriated Balance	0	0	0
Total General Fund Requirements	4,313,357	0	4,313,357

ALL OTHER APPROPRIATIONS REMAIN AS PREVIOUSLY ADOPTED

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 89-307 AMENDING ORDINANCE NO. 89-294A REVISING THE FY 1989-90 BUDGET AND APPROPRIATIONS SCHEDULE FOR COUNCIL PER DIEM REQUIREMENTS

Date: August 2, 1989

Presented by: Don Carlson

FACTUAL BACKGROUND AND ANALYSIS

On July 27, 1989 the Council adopted Resolution No. 89-1065A which revised the Council Expenditure Guidelines for Councilor Per Diem, Councilor Expense and General Council Materials and Services Accounts. As a result of that action, the Per Diem rate was increased from \$30 to \$50 per day for authorized meetings and the individual Council per diem annual cap was raised from \$2,880 to \$4,800. The net effect is to increase potential total Council per diem expenditures from \$34,560 to \$57,600. To fund this potential increase of \$23,040, this Ordinance proposes to transfer \$23,040 from the General Fund Contingency category to the Per Diem line item in the Council Department Budget. The needed budget and appropriation schedule changes are shown on Exhibits A and B to the attached Ordinance No. 89-307. This action would reduce the General Fund Contingency by approximately 15% from \$150,000 to \$126,960.

DC:aeb

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Agenda Item No. 6.3

Meeting Date: August 8, 1989

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

AN ORDINANCE AMENDING ORDINANCE NO.)
89-294A REVISING THE FY 1989-90)
BUDGET AND APPROPRIATIONS SCHEDULE)
FOR THE PURPOSE OF EXPANDING THE)
WATER QUALITY STUDY PROGRAM AND)
ADDING 1.0 FTE ASSOCIATE MANAGEMENT)
ANALYST IN EXECUTIVE MANAGEMENT)

ORDINANCE NO. 89-308

Introduced by Rena Cusma,
Executive Officer

WHEREAS, The Council of the Metropolitan Service District has
reviewed and considered the need to modify the FY 1989-90 Budget; and

WHEREAS, The need for a modified budget plan has been justified;
and

WHEREAS, Adequate funds exist for identified needs; now,
therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

That Ordinance No. 89-294A, Exhibit B, FY 1989-90 Budget, and
Exhibit C, Schedule of Appropriations, are hereby amended as shown in
Exhibits A and B to this Ordinance for the purpose of expanding the
Waste Quality Study Program and adding an Associate Management Analyst
to the Executive Management Department.

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

Mike Ragsdale, Presiding Officer

ATTEST:

Clerk of the Council

kr:ord89-90:89-308:ord308
8/2/89

EXHIBIT A
ORDINANCE NO. 89-308

FISCAL YEAR 1989-90		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
GENERAL FUND: Executive Management							
	Personal Services						
511110	ELECTED OFFICIALS						
	Executive Officer	1.00	67,600			1.00	67,600
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Deputy Executive Officer	1.00	51,893			1.00	51,893
	Sr. Management Analyst	2.00	77,074			2.00	77,074
	Assoc. Management Analyst		0	0.85	29,930	0.85	29,930
	Government Relations Mgr.	1.00	58,240			1.00	58,240
	Sr. Public Info. Specialist	0.50	16,149			0.50	16,149
	Administrative Assistant	1.00	26,803			1.00	26,803
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	1.00	21,130			1.00	21,130
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary Administrative Support	0.50	7,741			0.50	7,741
512000	FRINGE		97,990		8,979		106,969
	Total Personal Services	8.00	424,620	0.85	38,909	8.85	463,529
	Materials & Services						
521100	Office Supplies		1,891		250		2,141
521110	Computer Software		290				290
521310	Subscriptions		723		100		823
521320	Dues		8,658		50		8,708
524190	Misc. Professional Services		20,000		6,500		26,500
525640	Maintenance & Repairs Services-Equipment		100				100
525710	Equipment Rental		648				648
525731	Operating Lease Payments-Building		1,050				1,050
526310	Printing Services		150		500		650
526420	Postage		0		500		500
526440	Delivery Services		150				150
526500	Travel		10,780		900		11,680
526800	Training, Tuition, Conferences		6,155				6,155
529500	Meetings		4,960		400		5,360
529800	Miscellaneous		370				370
	Total Materials & Services		55,925		9,200		65,125
	Capital Outlay						
571500	Purchases-Office Furniture & Equipment		3,974		5,780		9,754
	Total Capital Outlay		3,974		5,780		9,754
	TOTAL EXPENDITURES	8.00	484,519	0.85	53,889	8.85	538,408

EXHIBIT A
ORDINANCE NO. 89-308

FISCAL YEAR 1989-90		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
GENERAL FUND:General Expenses							
	Interfund Transfers						
581513	Trans. Indirect Costs to Bldg. Fund		210,760				210,760
581615	Trans. Indirect Costs to Insurance Fund		33,733				33,733
582140	Trans. Resources to Plan. Fund		37,612				37,612
	Total Interfund Transfers		282,105		0		282,105
	Contingency and Unappropriated Balance						
599999	Contingency		124,418		(53,889)		70,529
	Total Contingency and Unappropriated Balance		124,418		(53,889)		70,529
	TOTAL EXPENDITURES	59.80	4,313,357	0.85	0	60.65	4,313,357

EXHIBIT B
ORDINANCE NO. 89-308
SCHEDULE OF APPROPRIATIONS FY 1989-90

	CURRENT APPROPRIATION	REVISION	REVISED APPROPRIATION
GENERAL FUND			
Council			
Personal Services	319,762		319,762
Materials & Services:	149,500		149,500
Capital Outlay:	4,700		4,700
Subtotal	473,962	0	473,962
General Counsel			
Personal Services	253,022		253,022
Materials & Services	23,039		23,039
Capital Outlay:	2,412		2,412
Subtotal	278,473	0	278,473
Executive Management			
Personal Services	424,620	38,909	463,529
Materials & Services:	55,925	9,200	65,125
Capital Outlay:	3,974	5,780	9,754
Subtotal	484,519	53,889	538,408
Finance & Administration			
Personal Services	1,279,954		1,279,954
Materials & Services:	836,327		836,327
Capital Outlay:	62,575		62,575
Subtotal	2,178,856	0	2,178,856
Public Affairs			
Personal Services	422,207		422,207
Materials & Services:	68,167		68,167
Capital Outlay:	650		650
Subtotal	491,024	0	491,024
General Expense			
Contingency	124,418	(53,889)	70,529
Transfers	282,105		282,105
Subtotal	406,523	(53,889)	352,634
Unappropriated Balance	0	0	0
Total General Fund Requirements	4,313,357	0	4,313,357

ALL OTHER APPROPRIATIONS REMAIN AS PREVIOUSLY ADOPTED

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 89-308 AMENDING ORDINANCE NO. 89-294A REVISING THE FY 1989-90 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSES OF EXPANDING THE WATER QUALITY STUDY PROGRAM AND ADDING AN ASSOCIATE MANAGEMENT ANALYST IN EXECUTIVE MANAGEMENT

Date: August 3, 1989

Presented by: Rena Cusma
Mike Ragsdale

FACTUAL BACKGROUND

The Areawide Water Quality Management or "208" Plan is required by the federal Clean Water Act as Amended in 1987 (P.L. 100-4). It was originally adopted as a functional plan by the Metro Council through Ordinance No. 80-102.

An ongoing requirement of the Act is that the 208 Plan be maintained as an accurate statement of the region's water quality management problems and the short- and long-term solutions to those problems. To accomplish this Metro has annually updated the Plan since adoption. The Council approved the 1988 update on December 22, 1988 through ordinance 88-275. The update was certified as meeting the requirements of section 208 of the Clean Water Act by the U. S. Environmental Protection Agency on May 16, 1989 and Metro was redesignated as the areawide water quality planning agency for the Portland metropolitan region.

In certifying the 1988 update and redesignating Metro as the areawide water quality planning agency, EPA requested that Metro address the establishment of "Total Maximum Daily Loads" of pollutants (TMDLs) for the region's "water quality limited" stream segments, specifically the Tualatin River and Columbia Slough, and urged a proactive Metro involvement in the TMDL issue through formulation of projects that could be funded under section 205(j) or section 604 allotments of the Act. EPA also stated it would like to see Metro formulate a cohesive regional stormwater management plan. Further, EPA noted that the Oregon Department of Environmental Quality and local governments were examining water quality in the mainstem Willamette River and that any new pollutant loading or treatment requirements should be addressed in future updates to the Plan.

ANALYSIS

The adopted FY 1989-90 budget funds a Senior Management Analyst position that was filled on August 1, 1989. Primary responsibilities of that position are to identify policy areas for long term Metro involvement in water resources issues and to identify appropriate institutional arrangements and intergovernmental relationships for

Associate Management Analyst position would concentrate on carrying out Metro's existing responsibilities as the designated areawide water quality planning agency for the region. The scope of the areawide water quality plan would be broadened to respond to EPA requests.

Both the existing and proposed positions are to be funded through the Office of the Executive Officer but report to the Regional Planning Supervisor in the Planning and Development Department on a day to day basis.

BUDGET IMPACT

This action would transfer \$53,889 from General Fund Contingency to the Executive Management Department to fund the new Associate Management Position and related materials & services and capital outlay.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 89-308.

kr:ord89-90:89-308:sr308
8/3/89

Agenda Item No. 7.1

Meeting Date: August 8, 1989

SOLID WASTE COMMITTEE REPORT

ORDINANCE NO. 89-300, FOR THE PURPOSE OF DEDICATING THE ST. JOHNS
RESERVE FUND FOR THE PURPOSES ESTABLISHED BY OAR 340-61-034

Date: August 2, 1989

Presented by: Councilor
Hansen

Committee Recommendation: The Solid Waste Committee voted 3 to 0 to recommend Council adoption on Ordinance No. 89-300. Voting aye: Councilors Hansen, Buchanan and DeJardin. Absent: Councilors Ragsdale and Wyers. This action taken August 1, 1989.

Committee Discussion/Issues: Ordinance No. 89-300 dedicates the St. Johns Reserve Fund for the purpose of meeting the financial assurance requirements of Oregon Administrative Rule (OAR) 340-61-034.

The current target of \$31.4 million in the St. Johns Reserve Fund is expected to be accumulated in the Fund by June 30, 1991.

The proposed ordinance includes the current schedule for accumulating funds for the St. Johns Landfill closure, post closure care, and environmental impact mitigation. The ordinance allows the schedule to be amended to reflect revisions to the cost estimates. It also specifies how any excess money will be used.

A public hearing was held by the Solid Waste Committee on August 1, 1989. Two individuals testified. Mr. Mikey Jones expressed his concerns about the environmental impact of the landfill and indicated his desire for adequate off-site mitigation. Mr. George Ward suggested that lime from the Union Carbide property be used at the landfill to stabilize the soil, and to control organisms and pathogens.

The Committee indicated that they wanted more discussion regarding the relationship of the nearby lakes to the landfill.

The Committee stressed that in approving the ordinance dedicating the Reserve Fund, they were not approving the closure plan for the landfill.

GH:RB:pa
A:\RAYB.101

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF DEDICATING THE) Ordinance No. 89-300
ST. JOHNS RESERVE FUND FOR THE PURPOSES)
ESTABLISHED BY OAR 340-61-034) Introduced by Rena Cusma,
Executive Officer

WHEREAS, Ordinance 83-159 created a Reserve Fund for the purpose of receiving and monitoring monies earmarked for the post closure maintenance of St. Johns Landfill; and

WHEREAS, The amounts shown in Exhibit A have been appropriated to this fund through FY 1990; and

WHEREAS, The 1989 Revised Closure and Financial Assurance Plan shows the need for a reserve of 31.4 million dollars for closure, post closure care, and contingency; and

WHEREAS, A form of financial assurance acceptable to the Oregon Department of Environmental Quality is required by Oregon Administrative Rule 340-61-034; now, therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY
ORDAINS:

1. Ordinance 83-159 is hereby amended to provide that the St. Johns Reserve Fund shall have the purpose of receiving and monitoring monies earmarked for the closure and post closure care of St. Johns Landfill and the mitigation of any environmental impacts of the landfill.

2. Monies for the Reserve Fund shall come from solid waste rates. The maximum sum in the account shall be provided and accumulated according to the schedule shown in Exhibit A, St. Johns Landfill Reserve Fund, Contribution Analysis subject to appropriation through the Metropolitan Service District's budget process.

3. To the extent that revisions in the closure cost estimates show that additional funds are needed, the Council will be requested to commit additional funds.

4. Any excess monies received or interest earned shall, with the approval of this Council, be used for a reduction of solid waste rates, a reduction of rate increases, or for the enhancement of past, present or future solid waste disposal facilities within the area from which the excess monies are received.

ADOPTED by the Council of the Metropolitan Service District this

_____ day of _____, 1989.

Mike Ragsdale, Presiding Officer

EXHIBIT A

ST. JOHNS LANDFILL RESERVE FUND
Contribution Analysis30-Jun-89
10:19 AM

Methodology:

Using actual tonnage going into the landfill, and the estimated cost provided by Sweet-Edwards/EMCON, Inc. to close the landfill, a rate per ton may be derived that will guide the level of Solid Waste Operating Fund contributions (transfers).

Actual tonnage used are to be waste figures over the life of the landfill since Metro acquired it in October 1980.

The latest estimate, \$30.0 to \$32.0 million, is from an May 1989 consulting report titled St. Johns Landfill, Water Quality Impact Investigation and Environmental Management Options.

Actual tonnage into the St. Johns Landfill (by Fiscal Year, includes Commercial, Public, and Transfer tons):		Annual Dollar Contribution	YTD Dollar Contribution	Interest	YTD Interest	Total Annual Contribution	Total YTD Contribution	Total Annual Contribution @ \$5.02/ton	Total YTD Contribution @ \$5.02/ton
-----		-----	-----	-----	-----	-----	-----	-----	-----
Oct - June 1981	193,771	\$0	\$0	\$0	\$0	\$0	\$0	\$973,659	\$973,659
July - June 1982	216,247	0	0	0	0	0	0	1,086,596	2,060,255
July - June 1983	356,619	0	0	0	0	0	0	1,791,937	3,852,192
July - June 1984	553,055	0	0	0	0	0	0	2,778,987	6,631,179
July - June 1985	561,077	548,955	548,955	29,501	29,501	578,456	578,456	2,819,296	9,450,474
July - June 1986	687,561	536,445	1,085,400	59,640	89,141	596,085	1,174,541	3,454,851	12,905,326
July - June 1987	654,950	374,042	1,459,442	87,780	176,921	461,822	1,636,363	3,290,988	16,196,314
July - June 1988	666,318	382,012	1,841,454	132,617	309,538	514,629	2,150,992	3,348,110	19,544,423
July - June 1989	668,833	10,429,010	12,270,464	469,234	778,772	10,898,244	13,049,236	3,360,747	22,905,170
July - June 1990	604,364	12,000,000	24,270,464	1,333,447	2,112,219	13,333,447	26,382,683	3,036,804	25,941,974
July - June 1991	264,387	3,000,000	27,270,464	2,056,788	4,169,007	5,056,788	31,439,471	1,328,490	27,270,464
-----		-----	-----	-----	-----	-----	-----	-----	-----
5,427,182		\$27,270,464		\$4,169,007		\$31,439,471		\$27,270,464	
\									
/									
\$5.02									
per ton									

Annual effect of contributions vs. defined goal (exclusive of earned interest):

At end of FY 1988-89:	\$22,905,170	Contribution that should already be in Reserve Fund
	(12,270,464)	Less estimated FY 1988-89 YTD Contribution

	(\$10,634,706)	Shortfall in YTD Contributions from 1980 to 1989
At end of FY 1989-90:	\$25,941,974	Contribution that should already be in Reserve Fund
	(24,270,464)	Less estimated FY 1989-90 YTD Contribution

	(\$1,671,510)	Shortfall in YTD Contributions from 1980 to 1990
At end of FY 1990-91:	\$27,270,464	Contribution that should already be in Reserve Fund
	(27,270,464)	Less estimated FY 1990-91 YTD Contribution

	(\$0)	Shortfall in YTD Contributions from 1980 to 1991

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 89-300, FOR THE PURPOSE OF DEDICATING THE ST. JOHNS RESERVE FUND FOR PURPOSES ESTABLISHED BY OAR 340-61-034

Date: June 30, 1989

Presented by Bob Martin
Dennis O'Neil

PROPOSED ACTION

Approve Ordinance No. 89-300 which dedicates the St. Johns Landfill Reserve Fund for the purpose of financial assurance as **required by Oregon Administrative Rule (OAR) 340-61-034.**

FACTUAL BACKGROUND AND ANALYSIS

The key question is how much should Metro collect in a reserve fund for closure, post closure maintenance, and mitigation of the environmental impact of the St. Johns Landfill in order to provide financial assurance satisfactory to the state.

Metro is accumulating money in the St. Johns Reserve Fund as shown in Exhibit A attached to Ordinance No. 89-300. The 1989 Metro Revised Closure and Financial Assurance Plan for the St. Johns Landfill presents cost estimates of closure construction, post closure care (operation and maintenance), and mitigation of environmental impacts. Attachment A presents a summary of the cost estimates of the two options in this plan. The only difference between the two options is the estimated cost of leachate migration control.

The plan proposes option one. Under this option an estimated 26.7 million dollars would be needed for total construction. Of the estimated 7.0 million dollars needed for operation and maintenance during the five year closure and 30 year post closure period, 1.5 million dollars appears to be Metro's unreimbursed obligation under the current lease agreement with the City of Portland. It should be emphasized that these figures are estimates. More precise figures will emerge during the final design and construction process.

The current target of 31.4 Million dollars in the St. Johns Reserve Fund represents 26.5 million dollars construction costs, 1.5 million dollars long term operation and maintenance costs plus an 11.3 percent contingency. This total is expected to be accumulated in the St. Johns Reserve Fund by June 30, 1991.

Ordinance No. 89-300 dedicates the St. Johns Reserve Fund for the purpose of meeting the financial assurance requirements of OAR 340-61-034. It presents the current schedule for accumulating funds for St. Johns Landfill closure, post closure care, and

environmental impact mitigation. It allows the schedule to be amended in the future to reflect any revisions in the closure cost estimates that may be shown necessary by further analysis. Finally, in compliance with OAR 340-61-034, it specifies that disposal of any excess money provide for rate reduction or enhancement of solid waste disposal facilities within the area from which the excess monies are received.

BUDGET IMPACTS

Anticipating a short fall in its reserve fund Metro increased waste disposal rates by 150 percent in November 1988 in part to "ramp" up to an expected transportation and disposal cost for the Arlington landfill and to provide for final closure of the St. Johns Landfill. During the fiscal year 1988-89 budget process Metro earmarked 10.4 million dollars for transfer to the St. Johns Reserve Fund. The approved fiscal year 1989-90 Solid Waste Budget earmarks another 12.0 million dollars for contribution to this Reserve Fund. Metro anticipates contributing another 3.0 million dollars to this fund fiscal year 1990-91. These three contributions combined with previous collections including interest are estimated to give the St. Johns Reserve Fund about 31.4 million dollars which will cover the currently estimated closure and post closure care costs plus an 11.3 percent contingency.

EXECUTIVES OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 89-300.

ATTACHMENT A

OPTION NO. 1
ST. JOHNS LANDFILL CLOSURE AND POST CLOSURE MAINTENANCE
Millions of Dollars^f

<u>CLOSURE ELEMENT</u>	<u>CHOICE</u>	<u>TOTAL CONSTRUCTION COST</u>	<u>TOTAL 35 YR. O & M COST</u>	<u>TOTAL METRO O & M COST</u>	<u>TOTAL CITY O & M COST</u>
LEACHATE GENERATION CONTROL					
Cover	Alt. 4, Geomembrane, Entire site	22.5	0.66	0.13 ^B	0.53
Grading/ Roads	Alt. 2, Fill to 88ft. MSL	0.54	included in cover cost		
Stormwater Management	Sedimentation ponds, Alt. 2	1.22	0.29	0.07 ^C	0.22 ^C
LEACHATE MIGRATION CONTROL					
	Expansion area system & Alt. 1, Cover seeps with rock, soil +Subarea 5 Collection system geotextile	0.28	0.21	0.12	0.09
GAS	Alt. 3, Active Collection ^C	1.95	1.03	0.09 ^A	0.94
MONITORING	Ground-water Surface-water	0.2	4.8	1.1 ^C	3.7 ^C
EXISTING CONTAMINATION MITIGATION					
	City acquires Port land adjacent to landfill and develops certain end uses. Metro pays for city water connections for affected drinking water wells.	D.E	D.E	0.00	D.E
TOTAL COST (rounded)		26.7	7.0	1.5	5.5

OPTION NO. 2
ST. JOHNS LANDFILL CLOSURE AND POST CLOSURE MAINTENANCE
Millions of Dollars^f

<u>CLOSURE ELEMENT</u>	<u>CHOICE</u>	<u>TOTAL CONSTRUCTION COST</u>	<u>TOTAL 35 YR. O & M COST</u>	<u>TOTAL METRO O & M COST</u>	<u>TOTAL CITY O & M COST</u>
LEACHATE GENERATION CONTROL					
Cover	Alt. 4, Geomembrane, Entire site	22.5	0.66	0.13 ^B	0.53
Grading/ Roads	Alt. 2, Fill to 88ft. MSL	0.54	included in cover cost		
Stormwater Management	Sedimentation ponds, Alt. 2	1.22	0.29	0.07 ^C	0.22 ^C
LEACHATE MIGRATION CONTROL					
	Expansion area system & Alt. 2, partial collection in areas 1, 2, and 3 +Subarea 5 Collection system geotextile	2.9	2.1	0.2	1.9
GAS	Alt. 3, Active Collection ^C	1.95	1.03	0.09 ^A	0.94
MONITORING	Groundwater Surfacewater	0.2	4.8	1.1 ^C	3.7 ^C
EXISTING CONTAMINATION MITIGATION					
	City acquires Port land adjacent to landfill and develops certain end uses. Metro pays for city water connections for affected drinking water wells.	D.E	D.E	0.00	D.E
TOTAL COST (rounded)		29.3	8.9	1.6	7.3

NOTES

^A Metro O & M Cost assumes two year O & M until end of contract (12/91)

^B Metro O & M Cost based on six years O & M after closure in 1995.

^C Assumes Total cost prorated on acreage basis (55 acres/238 acres) is Metro's share.

^D Assume land acquisition costs are nominal. City is allowed to use Metro end use fund for off site land development. These costs not included in this analysis. For drinking water wells assume two wells connected to city water at fifteen thousand dollars per well.

^E Does not include holding Bybee Lake at minimum level (if necessary) to avoid contaminated groundwater intrusion and enhancing flushing of North Slough. Augmentation of Bybee Lake with long term pumping would add pump cost and long term O & M Costs.

^F Plus or minus 30 percent. All costs in 1989 dollars.

^G Assumes below ground active gas collection system. If above ground system were chosen, construction cost would be 1.75 million; thirty-five year operation and maintenance cost would be approximately 0.87 million.

Agenda Item No. 8.1

Meeting Date: August 8, 1989

SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 89-1124, FOR THE PURPOSE OF AWARDING A TWO-YEAR CONTRACT TO COATES ADVERTISING AND PUBLIC RELATIONS TO DESIGN AND IMPLEMENT PORTIONS OF THE PUBLIC EDUCATION AND PROMOTION PROGRAM FOR THE SOLID WASTE REDUCTION PROGRAM

Date: August 2, 1989

Presented by: Councilor
Hansen

Committee Recommendations: The Solid Waste Committee voted 3 to 0 to recommend Council adoption of Resolution No. 89-1124. Voting aye: Councilors Hansen, Buchanan and DeJardin. Absent: Councilors Ragsdale and Wyers. This action taken August 1, 1989.

Committee Discussion/Issues: The Public Affairs staff presented the details regarding the purpose of the proposed contract, the scope of work, the selection process, and criteria, and the budget for the Waste Reduction Program public education campaigns.

The contract will support a two-year effort to motivate the public to increase recycling and reduce waste.

The Coates Advertising and Public Relations firm was recommended for the contract by the evaluation committee. The evaluation committee liked Coate's record for the Waste Reduction Program in the last three years; their ideas for promoting office paper recycling and the strength of their account team. Coates is a registered WBE business and has agreed to reach, or make a good faith effort to reach, the Disadvantaged Business subcontracting goals in the event any subconsultants are to be sued in the performance of the contract.

The Solid Waste Committee asked what the goal was for office paper reduction. Staff indicated that the goal was a 50 percent increase in office paper recycling.

The Solid Waste Committee stressed that they want to see improved recycling markets as a result of the proposed contract.

GH:RB:pa
A:RAYB.100

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AWARDING	)	RESOLUTION NO. 89- 1124
A TWO-YEAR CONTRACT TO COATES)	
ADVERTISING AND PUBLIC RELATIONS	)	Introduced by Rena Cusma,
TO DESIGN AND IMPLEMENT PORTIONS	)	Executive Officer
OF THE PUBLIC EDUCATION AND)	
PROMOTION PROGRAM FOR THE SOLID)	
WASTE REDUCTION PROGRAM.)	

WHEREAS, the Metropolitan Service District (Metro) desires to utilize the services of an advertising agency in implementing the Promotion, Education and Public Involvement Program within the Waste Reduction Program; and

WHEREAS, the Council has approved an annual budget of \$250,000 each year for FY 1989-90 and FY 1990-91 to contract with an advertising and public relations agency;

WHEREAS, the Council has authorized the Executive Officer to execute the contract with the agency selected through an approved solicitation and evaluation process, as presented in the Staff Report attached hereto;

WHEREAS, Coates Advertising and Public Relations was the agency selected through that process; now, therefore,

BE IT RESOLVED,

1. That the Executive Officer is authorized to execute a contract with Coates Advertising and Public Relations to design and implement portions of the promotion and public education program of the Waste Reduction Program, in a form substantially similar to attached Exhibit A in an amount not to exceed \$500,000.

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



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 900983 (SW) BUDGET CODE NO. 530 313200 524130 75809
 FUND: Operating DEPARTMENT: Solid Waste (IF MORE THAN ONE) - - - -
 SOURCE CODE (IF REVENUE) - - - -

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT To implement the promotion and public education component of the Solid Waste Reduction Program through advertising and public relations services.

2. TYPE OF EXPENSE ☒ PERSONAL SERVICES ☐ LABOR AND MATERIALS ☐ PROCUREMENT
☐ PASS THROUGH AGREEMENT ☐ INTER-GOVERNMENTAL AGREEMENT ☐ CONSTRUCTION
☐ OTHER

OR

TYPE OF REVENUE ☐ GRANT ☐ CONTRACT ☐ OTHER

3. TYPE OF ACTION ☐ CHANGE IN COST ☐ CHANGE IN WORK SCOPE
☐ CHANGE IN TIMING ☒ NEW CONTRACT

4. PARTIES Coates Advertising and Public Relations and Metropolitan Service District

5. EFFECTIVE DATE August 9, 1989 TERMINATION DATE June 30, 1991
 (THIS IS A CHANGE FROM - - - -)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 500,000.00
 PREV. AMEND - - - -
 THIS AMEND - - - -
 TOTAL \$ - - - -

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 198 9 ~~890~~ \$ 250,000.00
Professional Svcs./
 B. BUDGET LINE ITEM NAME Promotion AMOUNT APPROPRIATED FOR CONTRACT \$ 250,000.00
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF July 31, 1989 \$ 250,000.00

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

N/A
 SUBMITTED BY - - - - \$ - - - - ☐ MBE
 SUBMITTED BY - - - - \$ - - - - ☐ MBE
 SUBMITTED BY - - - - \$ - - - - ☐ MBE

9. NUMBER AND LOCATION OF ORIGINALS

1. A. APPROVED BY STATE/FEDERAL AGENCIES? ☐ YES ☐ NO ☒ NOT APPLICABLE
B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT ☐ YES ☐ NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? ☒ YES ☐ NO
IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION WBE
12. WILL INSURANCE CERTIFICATE BE REQUIRED? ☐ YES ☒ NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? ☐ YES ☒ NOT APPLICABLE
TYPE OF BOND _____ AMOUNT \$ _____
TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
NAME N/A SERVICE _____ ☐ MBE
NAME _____ SERVICE _____ ☐ MBE
NAME _____ SERVICE _____ ☐ MBE
NAME _____ SERVICE _____ ☐ MBE
15. IF THE CONTRACT IS OVER \$10,000
A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
☒ YES ☐ NO
B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
☐ YES DATE _____ INITIAL _____
16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

Kickie Locken

DEPARTMENT HEAD

Donald R. Cox, Jr.

FISCAL REVIEW

Grant Wynn

BUDGET REVIEW

7-25-89

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

1. _____
COUNCILOR
2. _____
COUNCILOR
3. _____
COUNCILOR

COUNCIL REVIEW

(IF REQUIRED)

DATE _____

LEGAL COUNSEL REVIEW AS NEEDED:

- A. DEVIATION TO CONTRACT FORM _____
- B. CONTRACTS OVER \$10,000 _____
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____ 19____, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and COATES ADVERTISING & P.R., hereinafter referred to as "CONTRACTOR," whose address is 115 SW Ash, #323 Portland, OR 97204, for the period of August, 1989, through June 30, 1991, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;

2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;

3. To comply with 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, as if such provisions were a part of this Agreement;

4. To maintain records relating to the Scope of work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. To comply with any other "Contract Provisions" attached hereto as so labeled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411. In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of FIVE HUNDRED THOUSAND AND NO /100THS (\$500,000.00) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

initials
doc.id
date
persserv.cont

SCOPE OF WORK

- A. The Contractor will analyze solid waste and recycling market research prepared for Metro. This analysis will be reviewed with key staff and used as the basis for campaign development.
- B. The Contractor will develop a minimum of two public education campaigns each year. First year campaigns will be aimed at building awareness of existing recycling opportunities for yard debris, office paper and other materials. Second year campaigns will promote newly developed recycling and waste reduction programs in the areas of yard debris, office paper and possibly scrap lumber. The Contractor will identify opportunities for cooperative promotions, special events, community outreach and other public relations elements as appropriate.
- C. The Contractor will conceive, write, design, produce and place all print and broadcast materials. In most cases, Metro's internal graphics department will produce collateral materials, although the Contractor may be asked to provide creative direction. In order to bill Metro for services, the Contractor must obtain approval on all materials written or produced in concept development, draft, pre-production and final phases.
- D. In addition to the time required to produce these materials, the Contractor will provide up to eight hours consultation each month on public relations activities called for in the plan.
- E. The Contractor will provide Metro with the following on a monthly basis: project progress reports, year-to-date budget updates and billings. In addition, a written summary of any client/agency meeting will be sent to Metro following the meeting. The Contractor and the project manager, Metro's Public Affairs Director, will meet periodically to evaluate progress of campaigns being implemented.
- F. The Contractor will develop programs that maximize the annual budget of \$250,000. This figure includes agency fees, out-of-pocket expenses, and all materials, production and media costs.
- G. In the event that any subconsultants are to be used in the performance of this agreement, the Contractor will reach Metro's goals of subcontracting 7 percent of the contract amount to Disadvantaged Businesses (DBEs) and 5 percent of the contract amount to Women-owned Businesses (WBEs) or make a good faith

effort, as that term is defined in Metro's Disadvantaged Business Program, Section 2.04.160, Subsection (b) of the Metro Code (Attachment C), to meet those goals.

A subconsultant is any person or firm proposed to work for the prime consultant on this project. Metro does not wish any subconsultant selection to be finalized prior to contract award. For any task or portion of a task to be undertaken by a subconsultant, the prime consultant shall not sign up a subconsultant on an exclusive basis. The consultant must assume responsibility for any subconsultant work and be responsible for the day-to-day direction and internal management of the consultant effort.

The Contractor will contact Metro prior to negotiating any subcontracts. Metro reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and Metro's Disadvantaged Business Program.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-~~11~~24 FOR THE PURPOSE OF AWARDING A TWO-YEAR CONTRACT TO COATES ADVERTISING AND PUBLIC RELATIONS TO DESIGN AND IMPLEMENT PORTIONS OF THE PUBLIC EDUCATION AND PROMOTION PROGRAM FOR THE SOLID WASTE REDUCTION PROGRAM.

Date: July 20, 1989

Presented by: Vickie Rocker

FACTUAL BACKGROUND AND ANALYSIS

Purpose of Contract

This contract is required to implement the promotion and public education component of the Solid Waste Reduction Program. The contract will support a comprehensive, two-year effort to motivate the public to increase recycling and reduce waste. The objectives of the public education program are attached (see Attachment A).

Contract Scope of Work

The contractor will use solid waste and recycling market research prepared for Metro as the basis for developing a comprehensive plan and a minimum of two campaigns each year. First year campaigns will focus on building awareness of and participation in office paper, yard debris and general recycling. These areas will also be emphasized in the second year, with the addition of any newly developed programs. In addition to developing television, radio, print and direct mail advertising, the contractor will identify opportunities for cooperative promotions, special events, community outreach and other public relations elements as appropriate.

Selection Process

1. Request for Proposals

A request for proposals was distributed to 35 firms beginning June 7, 1989. Advertisements were placed in the Oregonian, the Daily Journal of Commerce and the Skanner. Notification was sent to disadvantaged businesses. Thirteen firms submitted proposals on June 29, 1989.

2. Preliminary Screening

The three-member screening committee consisted of Metro staff from the Public Affairs Department and the zoo. Each proposal was evaluated according to the following criteria:

- 20% Approach: Understanding objectives and use of appropriate methodology.
- 20% Staff: Relevant experience.
- 50% Past Work: Creativity, quality, results and responsiveness to client needs.
- 10% Cost: Ability to work within the budget and schedule.

After client references were checked, the four firms that scored highest were selected for the interview stage of evaluation. Nine firms were eliminated because of weak past work, limited relevant experience and/or failure to adequately address approach.

3. Interviews

Interviews were held July 11 with the following firms: Adams, McKinney and Johnson; Coates Advertising and Public Relations; L.A. Advertising; and Whitman Advertising and Public Relations. The five-member interview committee consisted of representatives from Metro's Solid Waste and Public Affairs Departments, the Metro Washington Park Zoo and the Port of Portland.

Firms were asked to address six specific points in their presentations. The committee evaluated each proposer according to the following criteria:

- 10% Company philosophy.
- 10% Client relations and service.
- 20% Strengths of the account team members.
- 30% Relevant, creative and effective past work.
- 20% Understanding of our objectives as demonstrated in ideas for a fall campaign.
- 10% Ability and willingness to maximize the budget.

The committee judged that two of the firms, Coates and L.A., made the most convincing presentations. Each demonstrated a good understanding of the program's objectives, an ability to produce creative, effective work and a sound approach to performing the services.

These two firms returned for second interviews with the Executive Officer and Executive Management and Public Affairs staff on July 18.

4. Selection

After reviewing written proposals, holding two rounds of interviews and checking references for the two finalists, the second interview team decided to recommend Coates for the contract. Among the factors taken into account in the final decision was Coates' track record for the Waste Reduction Program in the last three years, their ideas for promoting office paper recycling and the strength of their account team. Coates is a registered WBE business and has agreed to reach, or make a good faith effort to reach, the Disadvantaged Business Program subcontracting goals in the event any subconsultants are to be used in the performance of the contract.

Budget

The Metro Council has approved an annual budget of \$250,000 for an advertising and public relations consultant to implement Waste Reduction Program public education campaigns during FY 1989-90. Coates has prepared a preliminary work plan within the fixed budget parameters. The year two budget for FY 1990-91 has also been set at \$250,000.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution 89- 1124.

Attachment A

CAMPAIGN OBJECTIVES

1. Continue to build awareness of and increase participation in curbside recycling.
2. Build awareness of office paper and corrugated cardboard recycling opportunities with businesses in the region and increase participation in office paper recycling programs.
3. Build awareness of yard debris recycling opportunities and promote participation in yard debris recycling programs.
4. Raise visibility for the Recycling Information Center and increase calls by 10%.
5. Build awareness of and participation in other waste reduction programs that may be developed within the contract period.
6. Reduce quantities of office paper and corrugated cardboard, yard debris, curbside recyclables and other items present in the waste stream.

Agenda Item No. 8.2

Meeting Date: August 8, 1989

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING A	)	RESOLUTION NO. 89-1113
REQUEST FOR BIDS DOCUMENT FOR)	
REMOVAL OF SOURCE SEPARATED YARD	)	Introduced by
DEBRIS FROM THE ST. JOHNS	)	Rena Cusma,
LANDFILL AND PROCESSING THE	)	Executive Officer
MATERIAL INTO A PRODUCT)	

WHEREAS, Section 2.04.033(b) of the Metro Code requires the Council must approve the proposal document for certain contracts; and

WHEREAS, The contract for removal of source separated yard debris from the St. Johns Landfill requires Council approval, and the bid document has been filed with the Council Clerk; now therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District approved the Request for Bids for removal of source separated yard debris from the St. Johns Landfill, attached hereto as Exhibit A, and authorizes that it be released for response by vendors.

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

Mike Ragsdale, Presiding Officer

7/18/89

RECEIVED JUL 18 1989

METROPOLITAN SERVICE DISTRICT
2000 S.W. First Avenue
Portland, Oregon 97201
REQUEST FOR BIDS
REMOVAL OF SOURCE SEPARATED YARD DEBRIS
FROM THE ST. JOHNS LANDFILL AND
PROCESSING THE MATERIAL INTO A PRODUCT

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I. ADVERTISEMENT FOR BIDS

REMOVAL OF SOURCE SEPARATED YARD DEBRIS FROM THE ST. JOHNS LANDFILL AND PROCESSING THE MATERIAL INTO A PRODUCT

The Metropolitan Service District (Metro) is soliciting bids for a contract to remove source separated yard debris from the St. Johns Landfill and process the yard debris material into a product. Sealed bids must be delivered to the Solid Waste Department, 2000 S.W. First Avenue, Portland, Oregon 97201-5398, to the attention of Marie Nelson, Waste Reduction Analyst, no later than 3:00 p.m., September 15, 1989, at which time they will be publicly opened in Room No. 145.

Potential bidders may obtain specifications and bid documents by contacting Marie Nelson at 221-1646, extension 219. Metro may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids upon a finding of the agency that it is in the public interest to do so.

No bid will be received or considered by Metro unless the bid contains a statement by the bidder that the provisions of ORS 279.350, regarding prevailing wage rates, are to be complied with.

II. GENERAL INSTRUCTIONS TO BIDDERS

1. Invitation to Bid. The Metropolitan Service District (Metro) is soliciting bids for a contract to remove source separated yard debris from the St. Johns Landfill and process the yard debris material into a product. The term of the contract shall be for approximately two years or until Metro stops accepting commercial and residential yard debris at the St. Johns Landfill. Sealed bids must be delivered to the Solid Waste Department, 2000 S.W. First Avenue, Portland, Oregon 97201-5398, to the attention of Marie Nelson, Waste Reduction Analyst, no later than 3:00 p.m., September 15, 1989, at which time they will be publicly opened in Room No. 145.
2. Description of Services and/or Goods Covered by Bid. The services and/or goods covered by this bid are described generally in paragraph 1) above. A more detailed description of services is contained in the Scope of Work contained in these bidding documents.
3. Interpretation of Bidding Documents. The bidding documents (which may also be referred to herein as the Contract Documents) consist of the Advertisement for Bids, these General Instructions to Bidders, any Special Instructions, the Scope of Work, the bid forms, bonds, any addenda, the Contract and any specifications.

Any person contemplating the submission of a bid shall have thoroughly examined all the bidding documents. If there is any doubt as to the meaning or intent of these documents, the bidder shall request in writing at least five (5) calendar days before the bid opening an interpretation of the language in question. Any interpretation or change in

the bidding documents will be made only in writing, in the form of Addenda to the Documents which will be furnished to all Bidders receiving a set of the Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. Metro will not be responsible for any other explanation or interpretations of said Documents.

4. Bidder's Understanding. Each Bidder must inform himself/herself of the conditions relating to the execution of the work, and it is assumed that he/she will make himself/herself thoroughly familiar with all the Bidding Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Bidding Documents.

Each Bidder shall inform himself/herself 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, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

5. Type of Bid. The bidder is required to submit a unit price bid for this project. When a unit price bid is utilized, the estimate of quantities of work to be done and/or goods to be supplied, is tabulated in the Bid and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the

Contractor will be made on the measurement of the work actually performed and/or goods actually supplied by the Contractor as specified in the bidding documents. Metro reserves the right to increase or diminish the amount of any class of work or goods as may be deemed necessary, unless otherwise specified.

6. Preparation of Bids. All blank spaces in the Bid Form must be filled in ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In cases of discrepancy between unit prices and totals, unit prices will prevail.

Any Bid may be deemed nonresponsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the bidding documents.

The Bidder shall sign his/her Bid in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized Power of Attorney must be on file with Metro prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

7. Submission of Bids. All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Advertisement for Bids. Bids must be made on the Bid forms provided herein. Each Bid must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the Advertisement for Bids.
8. Modification of Bid. Any Bidder may modify his/her bid by telegraphic or written communication addressed to the individual designated for receipt of bids at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by Metro prior to the closing time. The telegraphic or written communication should not reveal the bid price; it should, however, state the addition or subtraction or other modification so that the final prices or terms will not be known by Metro until the sealed bid is opened. Oral and/or telephonic modifications are invalid and will not receive consideration.
9. Withdrawal of Bid. Any Bid may be withdrawn prior to the scheduled time for the opening of Bids either by telegraphic or written request addressed to the individual designated for receipt of bids, or in person to the individual designated for receipt of bids. No Bid may be withdrawn after the time scheduled for opening of Bids until the 60-day time period specified in Item 10 has elapsed.
10. Bid Security. Bids must be accompanied by a certified check, cashier's check drawn on a bank in good standing, or a bid bond issued by a surety authorized to issue such bonds in the state of Oregon where the work is located, in the amount of \$5,000. This bid security shall be given as a

guarantee that the Bidder will not withdraw his/her Bid for a period of sixty (60) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish any additional bond(s) required in the Special Instructions.

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.

11. Return of 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 Bids they accompanied.
12. Basis of Award. The award will be made by Metro to the lowest responsive, responsible Bidder. The lowest bid will be determined from the price quoted under the item "Total Amount Bid." In the event of failure of the lowest responsive, qualified bidder to sign and return the Contract with any bond(s) required, Metro may award the Contract to the next lowest, responsive, qualified bidder.

Metro reserves the right to waive any informality or irregularity in any bid or bids received and to reject any bid not in compliance with all prescribed public bidding procedures and requirements or the Contract Documents and may reject for good cause any or all bids upon a finding of the agency that it is in the public interest to do so.

13. Execution of Contract. The successful Bidder shall, within ten (10) days, not including Sundays and legal holidays,

after receiving notice of award, sign and deliver to Metro the Contract attached hereto together with any bond(s) required by these Documents.

14. Labor and Materials Payment Bond and Performance Bond. The successful Bidder shall file with Metro a Performance Bond on the form bound herewith and in the amount described below, as security for the faithful performance of this Contract and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of Final Completion and Acceptance of the Work by Metro. The successful Bidder shall additionally file a Labor and Materials Bond on the form bound herewith and in the amount described below as security for the payment of all persons supplying labor and materials for the construction of the Work. The surety furnishing these bonds shall have a sound financial standing and a record of service satisfactory to Metro, shall be authorized to do business in the state of Oregon, and shall be named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and U.S. Treasury Department. If more than one surety is on a bond, then each surety must agree that it is jointly and severally liable on the bond for all obligations on the bond.

The amount of each bond described above shall be a sum not less than 100 percent of the Contract amount.

The Attorney-in-Fact (Resident Agent) who executes the Performance Bond and the Labor and Materials Payment Bond in 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.

15. Failure to Execute Contract and Furnish Bond. The Bidder who has a Contract awarded to him/her and who fails to promptly and properly execute the Contract and furnish any required bonds shall forfeit the bid security that accompanied his/her Bid, and the bid security shall be retained as liquidated damages by Metro, and it is agreed that this sum is a fair estimate of the amount of damages Metro will sustain in case the Bidder fails to enter into a Contract and furnish the bond as hereinbefore provided. Bid security deposited in the form of a certified check or cashier's check shall be subject to the same requirements as a Bid Bond.
16. Disqualification of Bidder. As authorized by ORS chapter 279, Metro may conduct such investigation as is necessary to determine the Bidder's qualifications including the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the apparent low Bidder shall submit such information as deemed necessary by Metro to evaluate the Bidder's qualifications to do the work.
17. Disadvantaged Business Program Compliance. Metro has made a strong commitment to provide maximum opportunities to Disadvantaged and Women-Owned Businesses in contracting. The successful Bidder will be required to meet Metro's Disadvantaged Business Program goals or clearly demonstrate that a good faith effort has been made to meet the goals. The goals for this Contract are: Disadvantaged Business Enterprises (DBEs) - 7 percent; and Women-Owned Business Enterprises (WBEs) - 3 percent of the Base Bid Amount. DBEs and WBEs must be certified by the state of Oregon as

DBEs/WBEs to be counted toward the Contract goals.

The Bid submitted must contain a fully completed Disadvantaged Business Program Compliance form contained herein. Metro may require any or all Bidders to submit completed DBE and WBE Utilization forms (also contained herein) wither by the close of the ext working day following Bid opening or within twenty-four (24) hours of Metro's request. Detailed procedures for completing the forms and for demonstrating good faith efforts are contained in Ordinance No. 88-256 (Metro's Disadvantaged Business Program) contained in the bid packet. Bidder's special attention is directed to Section 2.04.155 (Contract Award Criteria), and Section 2.04.160 (Determination of Good Faith Efforts). Bidders should note the following requirement of the latter section:

Advertising in, at a minimum, a newspaper of general circulation, and trade association, minority and trade-oriented, women-focused publications, if any, concerning the subcontracting or material supply opportunities on the project at least ten (10) days before Bids of proposals are due.

The following are minority-oriented newspapers published in the Portland metropolitan area:

The Skanner, 2337 N. Williams Avenue, Portland, Oregon 97221. Phone: (503) 287-3562.

The Portland Observer, P.O. Box 3137, Portland, Oregon 97201. Phone: (503) 283-2486.

The American Contractor, P.O. Box 11233, Portland,
Oregon 97217. Phone: (503) 285-9000.

The requirement to advertise is but one of the actions necessary to demonstrate good faith efforts under this program.

Failure of the Bidder to comply with all the requirements of the Disadvantaged Business Program will result in the Bid being deemed nonresponsive.

18. Rejection of Bids. Metro reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject any or all bids upon a finding by Metro that it is in the public interest to do so.

III. DESCRIPTION THE OF WORK

A. INTRODUCTION AND PURPOSE

1. General Description of the Work. Metro has accumulated quantities of source separated yard debris (hereinafter referred to as "material") at the St. Johns Landfill (hereinafter referred to as "the landfill") in an attempt to reduce the amount of waste landfilled in the region. The work shall consist of removal of source separated yard debris from the landfill and processing that material into a product. The term of the contract shall be for approximately two years or until Metro stops accepting commercial and residential yard debris at the landfill.
2. Description of the Material. For purposes of this agreement, the term "yard debris" is defined as a heterogenous material composed mostly of leaves, branches, yard prunings and grass clippings, with incidental quantities of tree stumps, root balls and sod. The material is reasonably free of waste contamination. Metro will strive to keep the material as clean of contamination as is reasonably possible.
3. Restrictions on Use of Material. Once the material has been removed from the landfill by Contractor, none of the material covered under this agreement shall be landfilled or burned in a solid waste mass incinerator. Except for these restrictions, Contractor may handle the final processed product in any lawful manner which Contractor deems appropriate.
4. Responsibilities of Contractor for Material. Contractor has inspected the designated site and material and agrees to accept all material covered by this agreement that is reasonably free of waste contamination as defined in paragraph 2, Section I, above.

B. WORK TO BE PERFORMED

1. Removal of Material.

- a. Contractor shall remove the material from a designated area of the landfill and process it into a product.
- b. The designated area from which the material shall be removed is indicated on the attached map of the St. Johns Landfill (see Attachment C).
- c. Contractor shall begin removal of the material within two (2) weeks of receipt of Metro's written Notice to Proceed.
- d. Within two (2) weeks after commencement of hauling operations, Contractor shall remove all material currently stockpiled in the designated area of the landfill so that a surface area no more than one-half (1/2) acre of the material remains in the designated area.
- e. Throughout the term of the agreement, Contractor shall at all times ensure that a surface area of no more than one-half (1/2) acre of the material remains in the designated area of the landfill.
- f. Throughout the term of the agreement, Contractor shall ensure that adequate open space is available for tipping operations in and around the designated area of stockpiled material. Actual space requirements shall be coordinated with Metro and the landfill operations contractor.
- g. Contractor may remove the material on any day and at any time the landfill is open except for dates and times specifically excluded by Metro or the landfill operations contractor. Such exclusions will ensure safe public access to the designated area during peak hauling periods. Specific times when removal of material will not be allowed will be identified by Metro.

- g. All material shall be weighed on the scales at the landfill gate house upon removal of the material from the site. Payment shall be made according to the terms outlined in the "Terms of Payment."
2. Contaminated material. Any contaminants contained in the material may be disposed at Metro disposal facilities at Contractor's expense.
 3. Quantities. Notwithstanding any other provisions of this agreement, Metro guarantees no minimum amount of material available for removal and reserves the right to limit the quantity of material to be removed by Contractor from the designated area.

C. PROCESSING OF MATERIAL

1. Stockpiling Unprocessed Material. After removal of the material from the landfill, no material shall be stockpiled in an unprocessed form for longer than twelve (12) months.
2. Responsibility for Processing Material. Contractor shall be solely responsible for processing the material into a final product.
3. Safety Practices. Contractor shall take all necessary precautions for the safety of adjoining property and of employees and other individuals who may be in the area of Contractor's operations. Contractor shall comply with all applicable provisions of federal, state and local safety laws.

D. EQUIPMENT

1. Loading of Material into Contractor's Vehicles. Contractor shall provide the equipment and personnel to load the material into Contractor's vehicles.
2. Equipment List and Tare Weights. Within 5 days upon receipt of Metro's written Notice to Proceed, Contractor shall provide Metro with a written list of all equipment to be

used in connection with this agreement. The following information shall be provided for each piece of equipment proposed to be used for this project:

- a. Make and model of vehicle;
- b. License number; and
- c. Tare weight.

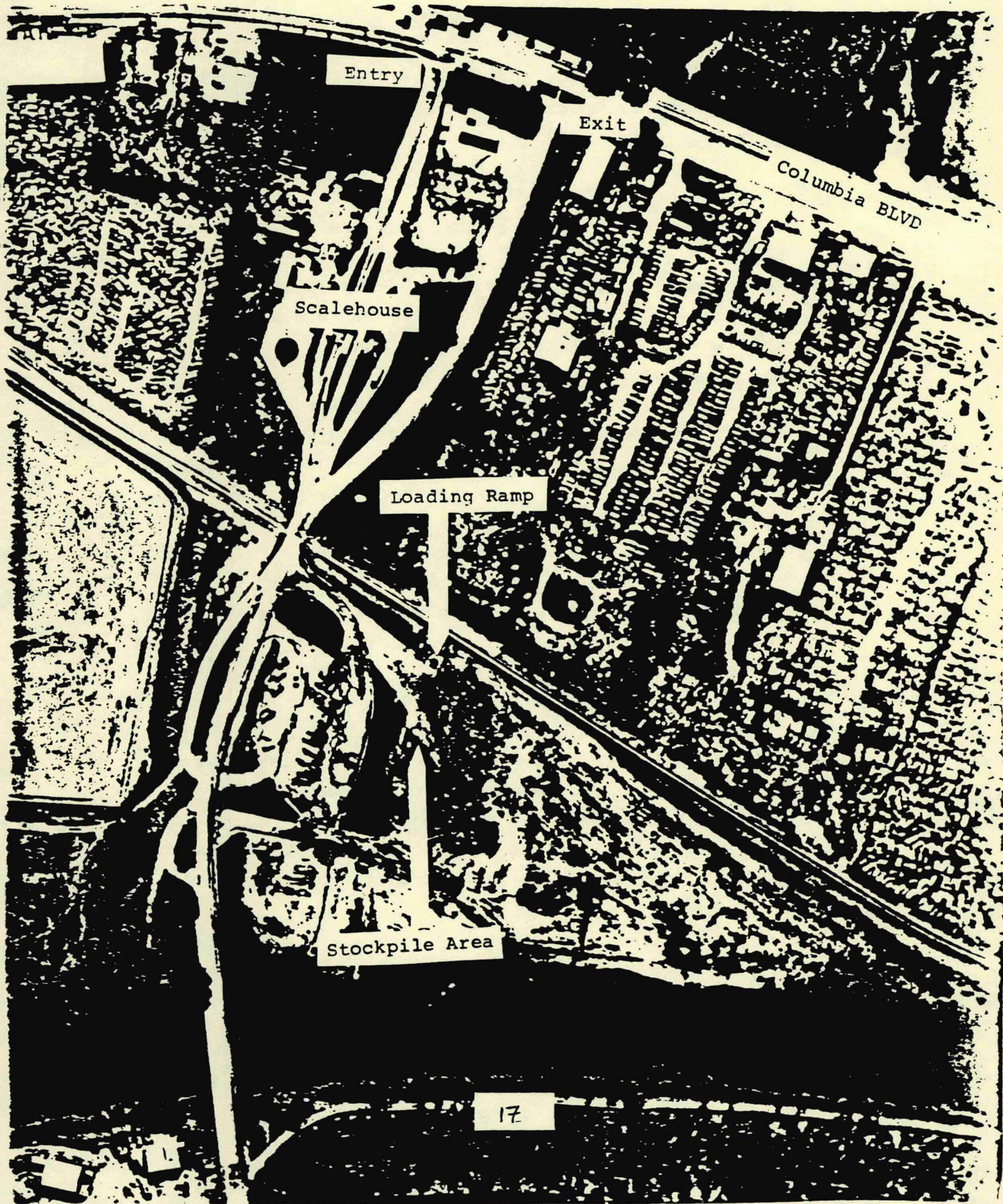
Contractor shall update the equipment list each time new equipment is used in connection with this contract.

Contractor shall not remove material from the landfill in equipment not on the current equipment list without verbal authorization from Metro.

TERMS OF PAYMENT

1. Contract Sum. Contractor shall be paid \$_____ per ton for material removed from the landfill. The maximum sum payable under this agreement is \$_____.
2. Method of Payment.
 - a. A tare weight for each of Contractor's vehicles shall be kept on file by Metro.
 - b. Each vehicle shall be weighed by Metro when it leaves the landfill. The net weight of the load shall be registered on a transaction slip and a copy given to the Contractor. The net weight of the load equals the total weight of the vehicle and load less the tare weight of the vehicle. Metro may require Contractor to verify tare weight at any time. If such a verification is required, it will be determined by averaging five (5) separate weighings of the vehicle.
 - c. Contractor shall invoice Metro on the tenth (10th) day of each month. Contractor shall attached to each invoice copies of transaction receipts equal to the amount being invoiced in order to receive payment from Metro. Metro will pay Contractor for all approved invoices on or before the last day of the same month.
3. Cost of Living Adjustments. One year after this agreement is executed and each succeeding year, the per ton fee paid by Metro shall escalate at a rate equal to the change of the originally released Portland area Consumer Price Index (CPI) for all urban consumers for the previous twelve-month period.

Designated Work Area



IV. PROPOSED PROJECT SCHEDULE

Aug 11	Issuance of Request for Bids (RFB)
Aug 25	Pre-Bid conference at the St. Johns Landfill
Sep 1	Bidder's deadline for requests for clarification
Sept 8	Issuance of Final RFB addendum (if applicable)
Sept 15 3:00 p.m.	Receive and open bids
Sep 15 to Sep 22	Metro review of bids
Oct 3	Metro Solid Waste Committee consideration of contract award (meeting time to be announced)
Oct 26	Metro Council consideration of contract award (meeting time to be announced)
Oct 27 to Nov 10	Contract execution and submittal of performance bond, labor and material payment bond, equipment list and insurance certificate from contractor
Nov 13	Contractor begins removal of material from St. Johns Landfill

NOTE: Metro anticipates adhering to the above schedule. However, it is understood that unforeseen circumstances may cause unavoidable delays.

V. PUBLIC CONTRACT

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and _____, whose address is _____, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment "A." All services and goods 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 a period commencing _____, 19____ through and including _____, 19____.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

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

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 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. Nothing in this Contract shall create any contractual relationship between any subcontractor 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 the CONTRACTOR.

ARTICLE VI
INSURANCE

CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of CONTRACTOR's employees engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to

property, all with coverage limits satisfactory to METRO. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance 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 immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work Attached hereto, 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.

CONTRACTOR shall not be required to provide the liability insurance described in this Article if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII PUBLIC CONTRACTS

CONTRACTOR shall comply with all applicable provisions of ORS Chapters 187 and 279 and all other conditions and terms necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of ORS 187.010-.020 and 279.31-.430.

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 GOODS

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 goods 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, produces by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are work 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; DISADVANTAGED BUSINESS PROGRAM

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

If required in the Scope of Work, CONTRACTOR agrees to make a good faith effort, as that term is defined in METRO's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting ___ percent of the contract amount to Disadvantaged Business Enterprise and ___ percent of the contract amount to Women-Owned Business Enterprise. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO's Disadvantaged Business Program.

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 CONTRACTOR 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 provision 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, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding if this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and superseded 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.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: _____

Title: _____

Date: _____

VI. PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$_____

KNOW ALL MEN BY THESE PRESENTS, That _____,
CONTRACTOR (Principal), and _____, a
corporation, duly authorized to do a general surety business in the
state of Oregon, as SURETY, are jointly and severally held and bound
unto the METROPOLITAN SERVICE DISTRICT (METRO) (Obligee) herein, in
the 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 PARTIES RECITE AND DECLARE THAT:

This Bond is executed under the authority of Oregon Revised
Statutes, Chapter 279 of the state of Oregon, the provisions of which
are hereby incorporated into this Bond and made a part hereof.

The condition of this obligation is such that whereas
PRINCIPAL entered into a certain CONTRACT with METRO, for the
provision of Metro East Station all of which Contract is hereby fully
made a part hereof as if set out fully verbatim herein, and if not
attached, as if hereto attached, and is hereinafter referred to as
Contract. This initial Bond shall be in effect for the period
beginning _____, through and including _____,
and shall be subject to and governed by each and every term and
condition of the Contract, as defined therein.

IN WITNESS:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT if
the above bounden PRINCIPAL shall at the times and in the manner, and
under the terms and conditions prescribed by the Contract, well,

fully, completely, and faithfully do, keep, perform, and furnish all matters and things which the Contract requires to be done, kept, performed, and furnished by said PRINCIPAL, and promptly pay all laborers, mechanics, material persons, and any other persons supplying goods, equipment, vehicles, tools, appliances, materials, work or services for use in the performance of the Contract; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER:

1. Any payment or payments made by SURETY under this Bond shall reduce its penalty to the extent of any such payment or payments;

2. No suit or action may be maintained under this Bond unless it shall have been instituted within one (1) year from the date on which final payment, as defined in the General Conditions of the Contract, falls due or within one (1) year after the termination date of the Contract, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense under Oregon law shall be applicable;

3. In the event that METRO serves SURETY with a copy of a written notice of METRO'S intent to suspend or terminate the CONTRACTOR'S performance of the Contract, SURETY shall, at SURETY'S expense, take one of the following actions within five (10) days of service of such notice upon SURETY:

a. arrange for the CONTRACTOR to cure any defaults in performance and to renew full and complete performance of the Contract;

b. take over and assume full and complete performance of the Contract, or that portion thereof which METRO has ordered the CONTRACTOR to discontinue, and perform the same or sublet the work (or

that portion of the work) taken over by a contractor or contractors acting on behalf of SURETY; provided, however, that SURETY shall exercise its option and begin performance of the work, if at all, within ten (10) days after METRO serves SURETY with a copy of the written notice of METRO'S intent to Terminate or Suspend the CONTRACTOR'S Performance of the Contract. If SURETY exercises its option under this paragraph, SURETY shall be paid for all work performed by SURETY in accordance with and subject to each and every term and condition of the CONTRACT.

4. SURETY shall be subject to each and every term and condition of the Contract.

5. For each and every default in performance of the Contract other than nonrenewal of this bond by the CONTRACTOR, METRO shall be entitled to each and every right and remedy against SURETY which METRO has against the CONTRACTOR or SURETY.

6. Any notices required to be served upon SURETY, METRO or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page of this Bond or the last business address of the relevant party known to him/her who gives the notice. The date of service for purposes of this Bond shall be the date on which the relevant document was sent by mail or personally delivered to the proper address.

7. In no event shall SURETY be liable for a greater sum than the penalty of this Bond.

The SURETY, for the value received, hereby agrees that no forbearance under the Contract or extension, alteration, deletion of or addition to the terms of the Contract shall in any way affect its obligations on this Bond and SURETY does hereby waive notice of any such forbearance under the Contract, or alteration, deletion, or

extension of or addition to the terms of the Contract.

SIGNED AND SEALED this _____ day of _____, 19__.

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

APPROVED AS TO FORM:

Title: _____

VI. LABOR AND MATERIALS PAYMENT BOND

BOND NO. _____

AMOUNT: \$_____

KNOW ALL MEN BY THESE PRESENTS, That _____,
CONTRACTOR (Principal), and _____, a
corporation, duly authorized to do a general surety business in the
state of Oregon, as SURETY, are jointly and severally held and bound
unto the METROPOLITAN SERVICE DISTRICT (METRO) (Obligee) herein, in
the 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 PARTIES RECITE AND DECLARE THAT:

This Bond is executed under the authority of Oregon Revised
Statutes, Chapter 279 of the state of Oregon, the provisions of which
are hereby incorporated into this Bond and made a part hereof.

The condition of this obligation is such that whereas
PRINCIPAL entered into a certain CONTRACT with METRO, for the
provision of Metro East Station all of which Contract is hereby fully
made a part hereof as if set out fully verbatim herein, and if not
attached, as if hereto attached, and is hereinafter referred to as
Contract. This initial Bond shall be in effect for the period
beginning _____, through and including _____,
and shall be subject to and governed by each and every term and
condition of the Contract, as defined therein.

IN WITNESS:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT if
the above bounden PRINCIPAL shall at the times and in the manner, and
under the terms and conditions prescribed by the Contract, well,

fully, completely, and faithfully do, keep, perform, and furnish all matters and things which the Contract requires to be done, kept, performed, and furnished by said PRINCIPAL, and promptly pay all laborers, mechanics, material persons, and any other persons supplying goods, equipment, vehicles, tools, appliances, materials, work or services for use in the performance of the Contract; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER:

1. Any payment or payments made by SURETY under this Bond shall reduce its penalty to the extent of any such payment or payments;

2. No suit or action may be maintained under this Bond unless it shall have been instituted within one (1) year from the date on which final payment, as defined in the General Conditions of the Contract, falls due or within one (1) year after the termination date of the Contract, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense under Oregon law shall be applicable;

3. In the event that METRO serves SURETY with a copy of a written notice of METRO'S intent to suspend or terminate the CONTRACTOR'S performance of the Contract, SURETY shall, at SURETY'S expense, take one of the following actions within five (10) days of service of such notice upon SURETY:

a. arrange for the CONTRACTOR to cure any defaults in performance and to renew full and complete performance of the Contract;

b. take over and assume full and complete performance of the Contract, or that portion thereof which METRO has ordered the CONTRACTOR to discontinue, and perform the same or sublet the work (or

that portion of the work) taken over by a contractor or contractors acting on behalf of SURETY; provided, however, that SURETY shall exercise its option and begin performance of the work, if at all, within ten (10) days after METRO serves SURETY with a copy of the written notice of METRO'S intent to Terminate or Suspend the CONTRACTOR'S Performance of the Contract. If SURETY exercises its option under this paragraph, SURETY shall be paid for all work performed by SURETY in accordance with and subject to each and every term and condition of the CONTRACT.

4. SURETY shall be subject to each and every term and condition of the Contract.

5. For each and every default in performance of the Contract other than nonrenewal of this bond by the CONTRACTOR, METRO shall be entitled to each and every right and remedy against SURETY which METRO has against the CONTRACTOR or SURETY.

6. Any notices required to be served upon SURETY, METRO or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page of this Bond or the last business address of the relevant party known to him/her who gives the notice. The date of service for purposes of this Bond shall be the date on which the relevant document was sent by mail or personally delivered to the proper address.

7. In no event shall SURETY be liable for a greater sum than the penalty of this Bond.

The SURETY, for the value received, hereby agrees that no forbearance under the Contract or extension, alteration, deletion of or addition to the terms of the Contract shall in any way affect its obligations on this Bond and SURETY does hereby waive notice of any such forbearance under the Contract, or alteration, deletion, or

extension of or addition to the terms of the Contract.

SIGNED AND SEALED this _____ day of _____, 19__.

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

APPROVED AS TO FORM:

Title: _____

VII. METRO DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS

METRO CODE CHAPTER 2.04

(Ordinance No. 88-256)

2.04.100 Disadvantaged Business Program, Purpose and Authority:

(a) It is the purpose of this ordinance to establish and implement a program to encourage the utilization by Metro of disadvantaged and women-owned businesses by creating for such businesses the maximum possible opportunity to compete for and participate in Metro contracting activities.

(b) The portions of this ordinance which relate to federally funded contracts are adopted pursuant to 49 CFR 23 and are intended to comply with all relevant federal regulations. Federal regulation 49 CFR 23 and its amendments implement section (105)(f) of the Surface Transportation Assistance Act of 1982 relating to the participation by Minority Business Enterprises in Department of Transportation programs.

(c) This ordinance shall be known and may be cited as the "Metro Disadvantaged Business Program," hereinafter referred to as the "Program."

(d) This ordinance supersedes the Metro "Minority Business Enterprise (MBE) Program" dated October 1980 and amended December 1982.

(Ordinance No. 83-165, Sec. 1; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.105 Policy Statement:

(a) Through this Program, Metro:

(1) expresses its strong commitment to provide maximum opportunity to disadvantaged and women-owned businesses in contracting;

(2) informs all employees, governmental agencies and the general public of its intent to implement this policy statement; and

(3) assures conformity with applicable federal regulations as they exist or may be amended.

(b) It is the policy of Metro to provide equal opportunity to all persons to access and participate in the projects, programs and services of Metro. Metro and Metro contractors will not discriminate against any person or firm on the basis of race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

(c) The policies, practices and procedures established by this ordinance shall apply to all Metro departments and project areas except as expressly provided in this ordinance.

(d) The objectives of the program shall be:

(1) to assure that provisions of this ordinance are adhered to by all Metro departments, contractors, employees and USDOT subrecipients and contractors.

(2) to initiate and maintain efforts to increase program participation by disadvantaged and women businesses.

(e) Metro accepts and agrees to the statements of 49 CFR §23.43(a)(1) and (2), and said statements shall be included in all USDOT agreements with USDOT subrecipients and in all USDOT assisted contracts between Metro or USDOT subrecipients and any contractor.

(Ordinance No. 83-165, Sec. 2; amended by Ordinance No. 84-181, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.110 Definitions: For purposes of this Ordinance, the following definitions shall apply:

(a) **APPLICANT** -- one who submits an application, request or plan to be approved by a USDOT official or by Metro as a condition to eligibility for Department of Transportation (USDOT) financial assistance; and "application" means such an application, request or plan.

(b) **CONSTRUCTION CONTRACT** -- means a contract for construction of buildings or other facilities, and includes reconstruction, remodeling and all activities which are appropriately associated with a construction project.

(c) **CONTRACT** -- means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of this ordinance a lease or a purchase order of \$500.00 or more is a contract.

(d) **CONTRACTOR** -- means the one who participates, through a contract or subcontract, in the Program and includes lessees.

(e) **DEPARTMENT** or "USDOT" -- means the United States Department of Transportation, including its operating elements.

(f) **DISADVANTAGED BUSINESS ENTERPRISE** or DBE -- means a small business concern which is certified by an authorized agency and:

(1) which is at least 51 percent owned by one or

more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

For purposes of USDOT assisted contracts, the term Disadvantaged Business Enterprise shall be deemed to include Women-Owned Business Enterprises.

(g) EXECUTIVE DEPARTMENT -- means the State of Oregon's Executive Department.

(h) JOINT VENTURE -- is defined as an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. In a joint venture between a DBE/WBE and non-DBE/WBE, the DBE/WBE must be responsible for a clearly defined portion of the work to be performed and must share in the ownership, control, management responsibilities, risks and profits of the joint venture. A joint venture of a DBE/WBE and a non-DBE/WBE must receive Metro approval prior to contract award to be counted toward any DBE/WBE contract goals.

(i) LABOR AND MATERIALS CONTRACT -- is a contract including a combination of service and provision of materials other than construction contracts. Examples may include plumbing repair, computer maintenance or electrical repair, etc.

(j) LESSEE -- means a business or person that leases, or is negotiating to lease, property from a recipient or the Department on the recipient's or Department's facility for the purpose of operating a transportation-related activity or for the provision of goods or services to the facility or to the public on the facility.

(k) OREGON DEPARTMENT OF TRANSPORTATION OR "ODOT" -- means the State of Oregon's Department of Transportation.

(l) PERSONAL SERVICES CONTRACT -- means a contract for services of a personal or professional nature.

(m) PROCUREMENT CONTRACT -- means a contract for the purchase or sale of supplies, materials, equipment, furnishings or other goods not associated with a construction or other contract.

(n) RECIPIENT -- means any entity, public or private, to whom USDOT financial assistance is extended, directly or through another recipient for any program.

(o) **SMALL BUSINESS CONCERN** -- means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(p) **SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS OR DISADVANTAGED INDIVIDUALS** -- means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. Certifying recipients shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. Certifying recipients also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

(1) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Portuguese-American, Spanish culture or origin, regardless of race;

(3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and

(5) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

(q) **USDOT ASSISTED CONTRACT** -- means any contract or modification of a contract between Metro and a contractor which is paid for in whole or in part with USDOT financial assistance.

(r) **USDOT FINANCIAL ASSISTANCE** -- means financial aid provided by USDOT or the United States Railroad Association to a recipient, but does not include a direct contract. The financial aid may be provided directly in the form of actual money, or indirectly in the form of guarantees authorized by statute as financial assistance services of Federal personnel, title or other interest in real or personal property transferred for less than fair market value, or any other arrangement through which the recipient benefits financially, including licenses for the construction or operation of a Deep Water Port.

(s) WOMEN-OWNED BUSINESS ENTERPRISE or WBE -- means a small business concern, as defined pursuant to section 3 of the Small Business Act and implementing regulations which is owned and controlled by one or more women and which is certified by an authorized agency. "Owned and controlled" means a business which is at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. For purposes of USDOT assisted contracts, the term Disadvantaged Business Enterprise shall be deemed to include Women-Owned Business Enterprises.

(Ordinance No. 165, Sec. 3; amended by Ordinance No. 84-181, Sec. 2; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.115 Notice to Contractors, Subcontractors and Subrecipients:
Contractors, subcontractors and subrecipients of Metro accepting contracts or grants under the Program which are USDOT-assisted shall be advised that failure to carry out the requirements set forth in 49 CFR 23.43(a) shall constitute a breach of contract and, after notification by Metro, may result in termination of the agreement or contract by Metro or such remedy as Metro deems appropriate. Likewise, contractors of Metro accepting locally-funded contracts under the Program shall be advised that failure to carry out the applicable provisions of the Program shall constitute a breach of contract and, after notification by Metro, may result in termination or such other remedy as Metro deems appropriate. (Ordinance No. 83-165, Sec. 4; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.120 Liaison Officer:

(a) The Executive Officer shall by executive order, designate a Disadvantaged Business Liaison Officer and, if necessary, other staff adequate to administer the Program. The Liaison Officer shall report directly to the Executive Officer on matters pertaining to the Program.

(b) The Liaison Officer shall be responsible for developing, managing and implementing the program, and for disseminating information on available business opportunities so that DBEs and WBEs are provided an equitable opportunity to bid on Metro contracts. In addition to the responsibilities of the Liaison Officer, all department heads and program managers shall have responsibility to assure implementation of the Program.

(Ordinance No. 83-165, Sec. 5; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.125 Directory: A directory of DBEs and WBEs certified by ODOT or the Executive Department, as applicable shall be maintained by the Liaison Officer to facilitate identifying such businesses with capabilities relevant to general contracting requirements and particular solicitations. The directory shall be available to contract bidders and proposers in their efforts to meet Program requirements. (Ordinance No. 83-165, Sec. 6; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.130 Minority-Owned Banks: Metro will seek to identify minority-owned banks within the policies adopted by the Metro Council and make the greatest feasible use of their services. In addition, Metro will encourage prime contractors, subcontractors and consultants to utilize such services by sending them brochures and service information on certified DBE/WBE banks. (Ordinance No. 83-165, Sec. 7; amended by Ordinance No. 84-181, Sec. 3; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.135 Affirmative Action and Equal Opportunity Procedures: Metro shall use affirmative action techniques to facilitate DBE and WBE participation in contracting activities. These techniques include:

(a) Arranging solicitations, time for the presentation of bids, quantities specifications, and delivery schedules so as to facilitate the participation of DBEs and WBEs.

(b) Referring DBEs and WBEs in need of management assistance to established agencies that provide direct management assistance to such businesses.

(c) Carrying out information and communications programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

(d) Distribution of copies of the program to organizations and individuals concerned with DBE/WBE programs.

(e) Periodic reviews with department heads to insure that they are aware of the program goals and desired activities on their parts to facilitate reaching the goals. Additionally, departmental efforts toward and success in meeting DBE/WBE goals for department contracts shall be factors considered during annual performance evaluations of the department heads.

(f) Monitor and insure that Disadvantaged and Women Business Enterprise planning centers and likely DBE/WBE contractors are receiving requests for bids, proposals and quotes.

(g) Study the feasibility of certain USDOT-assisted contracts and procurements being set aside for DBE/WBE participation.

(h) Distribution of lists to potential DBE/WBE contractors of the types of goods and services which Metro regularly purchases.

(i) Advising potential DBE/WBE vendors that Metro does not certify DBE/WBEs, and directing them to ODOT until December 31, 1987, and, thereafter, to the Executive Department.

(j) Specifying purchases by generic title rather than specific brand name whenever feasible.

(k) Establishing an interdepartmental contract management committee which will meet regularly to monitor and discuss, among other issues, potential DBE and WBE participation in contracts. In an effort to become more knowledgeable regarding DBE and WBE resources, the committee shall also invite potential DBE and WBE contractors to attend selected meetings.

(l) Requiring that at least one DBE or WBE vendor or contractor be contacted for all contract awards which are not exempt from Metro's contract selection procedures and which are 1) for more than \$500 but not more than \$15,001 in the case of non-personal services contracts; and 2) for more than \$2,500 but not more than \$10,001 for personal services contracts. The Liaison Officer may waive this requirement if he/she determines that there are no DBEs or WBEs on the certification list capable of providing the service or item. For contracts over the dollar amounts indicated in this section, all known DBEs and WBEs in the business of providing the service or item(s) required shall be mailed bid or proposal information.

(m) The Executive Officer or his/her designee, may establish and implement additional affirmative action techniques which are designed to facilitate participation of DBEs and WBEs in Metro contracting activities.

(Ordinance No. 83-165, Sec. 8; amended by Ordinance No. 84-181, Sec. 4; Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.140 Certification of Disadvantaged Business Eligibility:

(a) To participate in the Program as a DBE or WBE, contractors, subcontractors and joint ventures must have been

certified by an authorized certifying agency as described in subsection (b) of this section.

(b) Metro will not perform certification or recertification of businesses or consider challenges to socially and economically disadvantaged status. Rather Metro will rely upon the certification and recertification processes of ODOT and will utilize ODOT's certification list until December 31, 1987, and, thereafter, the Executive Department's list in determining whether a prospective contractor or subcontractor is certified as a DBE or WBE. A prospective contractor or subcontractor must be certified as a DBE or WBE by one of the above agencies, as applicable, and appear on the respective certification list of said agency, prior to the pertinent bid opening or proposal submission date to be considered by Metro to be an eligible DBE or WBE and be counted toward meeting goals. Metro will adhere to the Recertification Rulings resulting from 105(f) or state law, as applicable.

(c) Prospective contractors or subcontractors which have been denied certification by one of the above agencies may appeal such denial to the certifying agency pursuant to applicable law. However, such appeal shall not cause a delay in any contract award by Metro. Decertification procedures for USDOT-assisted contractor or potential contractors will comply with the requirements of Appendix A "Section by Section Analysis" of the July 21, 1983, Federal Register, Vol. 45, No. 130, p. 45287, and will be administered by the agency which granted certification.

(d) Challenges to certification or to any presumption of social or economic disadvantage with regard to the USDOT-assisted portion of this Program, as provided for in 49 CFR 23.69, shall conform to and be processed under the procedures prescribed by each agency indicated in paragraph (b) of this section. That challenge procedure provides that:

"(1) Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the certifying agency as a disadvantaged business. The challenge shall be made in writing to the recipient.

"(2) With its letter, the challenging party shall include all information available to it relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged.

"(3) The recipient shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged.

"(i) If the recipient determines that there is not reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall so inform the challenging party in writing. This terminates the proceeding.

"(ii) If the recipient determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall begin a proceeding as provided in paragraphs (b), (4), (5) and (6) of this paragraph.

"(4) The recipient shall notify the challenged party in writing that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide to the recipient, within a reasonable time, information sufficient to permit the recipient to evaluate his or her status as a socially and economically disadvantaged individual.

"(5) The recipient shall evaluate the information available to it and make a proposed determination of the social and economic disadvantage of the challenged party. The recipient shall notify both parties of this proposed determination in writing, setting forth the reasons for its proposal. The recipient shall provide an opportunity to the parties for an informal hearing, at which they can respond to this proposed determination in writing and in person.

"(6) Following the informal hearing, the recipient shall make a final determination. The recipient shall inform the parties in writing of the final determination, setting forth the reasons for its decision.

"(7) In making the determinations called for in paragraphs (b)(3)(5) and (6) of this paragraph, the recipient shall use the standards set forth in Appendix C of this subpart.

"(8) During the pendency of a challenge under this section, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect." 49 CFR 23.69.

(Ordinance No. 83-165, Sec. 9; amended by Ordinance No. 84-181, Sec. 5; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.145 Annual Disadvantaged Business Goals:

(a) The Metro Council shall, by resolution each June, establish annual DBE goals and for locally-funded contracts, separate WBE goals for the ensuing fiscal year. Such annual goals shall be established separately for construction contracts, labor and materials contracts, personal services contracts, procurement contracts, and USDOT assisted contracts regardless of type.

(b) Annual goals will be established taking into consideration the following factors:

(1) projection of the number and types of contracts to be awarded by Metro;

(2) projection of the number, expertise and types of DBEs and WBEs likely to be available to compete for the contracts;

(3) past results of Metro's efforts under the Program; and

(4) for USDOT-assisted contract goals, existing goals of other local USDOT recipients and their experience in meeting these goals.

(5) for locally-funded contract goals, existing goals of other Portland metropolitan area contracting agencies, and their experience in meeting these goals.

(c) Annual goals for USDOT-assisted contracts must be approved by the United States Department of Transportation. 49 CFR §23.45(g)(3).

(d) Metro will publish notice that the USDOT-assisted contract goals are available for inspection when they are submitted to USDOT or other federal agencies. They will be made available for 30 days following publication of notice. Public comment will be accepted for 45 days following publication of the notice.

(e) Metro will publish notice regarding proposed locally-funded contract goals not later than ten (10) days prior to adoption of the goals.

(Ordinance No. 83-165, Sec. 10; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.150 Contract Goals:

(a) The annual goals established for construction contracts shall apply as individual contract goals for construction contracts over \$50,000.

(b) The Liaison Officer may set a contract goal for any contract other than construction contracts over \$25,000. The setting of such contract goal shall be made in writing prior to the solicitation of bids for such contract. Contract goals for contracts other than construction contracts over \$50,000 shall be set at the discretion of the Liaison Officer and shall not be tied, necessarily, to the annual goal for such contract type.

(c) Even though no DBE/WBE goals are established at the time that bid/proposal documents are drafted, the Liaison Officer may direct the inclusion of a clause in any RFP or bid documents for any contract described in this section which requires that the prime contractor, prior to entering into any subcontracts, make good faith efforts, as that term is defined in Section 2.04.160, to achieve DBE/WBE participation in the same goal amount as the current annual goal for that contract type.

(d) Contract goals may be complied with pursuant to Section 2.04.160 and/or 2.04.175. The extent to which DBE/WBE participation will be counted toward contract goals is governed by the latter section.

(Ordinance No. 83-165, Sec. 11; repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.155 Contract Award Criteria:

(a) To be eligible for award of contracts containing a DBE/WBE goal, prime contractors must either meet or exceed the specific goal for DBE and WBE participation, or prove that they have made good faith efforts to meet the goal prior to the time bids are opened or proposal are due. Bidders/Proposers are required to utilize the most current list of DBEs and WBEs certified by ODOT until December 31, 1987, and, thereafter, by the Executive Department, in all of the bidders'/proposers' good faith efforts solicitations. The

address where certified lists may be obtained shall be included in all applicable bid/proposal documents.

(b) All invitations to bid or request for proposals on contracts for which goals have been established shall require all bidders/proposers to submit with their bids and proposals a statement indicating that they will comply with the contract goal or that they have made good faith efforts as defined in Section 2.04.160 to do so. To document the intent to meet the goals, all bidders and proposers shall complete and endorse a Disadvantaged Business Program Compliance form and include said form with bid or proposal documents. The form shall be provided by Metro with bid/proposal solicitations.

(c) Agreements between a bidder/proposer and a DBE/WBE in which the DBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

(d) Apparent low bidders/proposers shall by the close of the next working day following bid opening, (or proposal submission date when no public opening is had), submit to Metro detailed DBE and WBE Utilization Forms listing names of DBEs and WBEs who will be utilized and the nature and dollar amount of their participation. This form will be binding upon the bidder/proposer. Within five working days of bid opening or proposal submission date, such bidders/proposers shall submit to Metro signed Letters of Agreement between the bidder/proposer and DBE/WBE subcontractors and suppliers to be utilized in performance of the contract. A sample Letter of Agreement will be provided by Metro. The DBE and WBE Utilization Forms shall be provided by Metro with bid/proposal documents.

(e) An apparent low bidder/proposer who states in its bid/proposal that the DBE/WBE goals were not met but that good faith efforts were performed shall submit written evidence of such good faith efforts within two working days of bid opening or proposal submission in accordance with Section 2.04.160. Metro reserves the right determine the sufficiency of such efforts.

(f) Except as provided in paragraph (g) of this section, apparent low bidders or apparent successful proposers who state in their bids/proposals that they will meet the goals or will show good faith efforts to meet the goals, but who fail to comply with paragraph (d) or (e) of this section, shall have their bids or proposals rejected and shall forfeit any required bid security or bid bond. In that event the next lowest bidder or, for personal services contracts, the firm which scores second highest shall, within two days of notice of such ineligibility of the low bidder, submit evidence of goal compliance or good faith effort as provided above. This process shall be repeated until a bidder or proposer is determined to meet the provisions of this section or until Metro determines that the remaining bids are not acceptable because of amount of bid or otherwise.

(g) The Liaison Officer, at his or her discretion, may waive minor irregularities in a bidder's or proposer's compliance with the requirements of this section provided, however, that the bid or proposal substantially complies with public bidding requirements as required by applicable law.

(Ordinance No. 83-165, Sec. 12; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.160 Determination of Good Faith Efforts:

(a) Bidders or Proposers on USDOT-assisted contracts to which DBE goals apply must, to be eligible for contract award, comply with the applicable contract goal or show that good faith efforts have been made to comply with the goal. Good faith efforts should include at least the following standards established in the amendment to 49 CFR §23.45(h), Appendix A, dated Monday, April 27, 1981. A showing of good faith efforts must include written evidence of at least the following:

(1) Attendance at any presolicitation or prebid meetings that were scheduled by Metro to inform disadvantaged and women business enterprises of contracting and subcontracting or material supply opportunities available on the project;

(2) Advertisement in trade association, general circulation, minority and trade-oriented, women-focus publications, if any and through a minority-owned newspaper or minority-owned trade publication concerning the sub- contracting or material supply opportunities at least 10 days before bids or proposals are due.

(3) Written notification to a reasonable number but no less than five (5) DBE firms that their interest in the contract is solicited. Such efforts should include the segmenting of work to be subcontracted to the extent consistent with the size and capability of DBE firms in order to provide reasonable subcontracting opportunities. Each bidder should send solicitation letters inviting quotes or proposals from DBE firms, segmenting portions of the work and specifically describing, as accurately as possible, the portions of the work for which quotes or proposals are solicited from DBE firms and encouraging inquiries for further details. Letters that are general and do not describe specifically the portions of work for which quotes or proposals are desired are discouraged, as such letters generally do

not bring responses. It is expected that such letters will be sent in a timely manner so as to allow DBE sufficient opportunity to develop quotes or proposals for the work described.

(4) Evidence of follow-up to initial solicitations of interest, including the following:

- (A) the names, addresses, telephone numbers of all DBE contacted;
- (B) a description of the information provided to DBE firms regarding the plans and specifications for portions of the work to be performed; and
- (C) a statement of the reasons for non-utilization of DBE firms, if needed to meet the goal.

(5) Negotiation in good faith with DBE firms. The bidder shall not, without justifiable reason, reject as unsatisfactory bids prepared by any DBE firms;

(6) Where applicable, the bidder must provide advice and assistance to interested DBE firms in obtaining bonding, lines of credit or insurance required by Metro or the bidder;

(7) Overall, the bidder's efforts to obtain DBE participation must be reasonably expected to produce a level of participation sufficient to meet Metro's goals; and

(8) The bidder must use the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women Business that provide assistance in the recruitment and placement of DBEs and WBEs.

(b) Bidders or proposers on locally-funded contracts to which DBE/WBE goals apply shall achieve the applicable contract goal or demonstrate that they have made good faith efforts to achieve the goals. Good faith efforts shall include written documentation of at least the following actions by bidders:

- (1) Attendance at any presolicitation or prebid meetings that were scheduled by Metro to inform DBEs and WBEs of contracting and subcontracting or

material supply opportunities available on the project;

Documentation required: Signature of representative of bidder or proposer on prebid meeting attendance sheet.

(2) Identifying and selecting specific economically feasible units of the project to be performed by DBEs or WBEs to increase the likelihood of participation by such enterprises;

Minimum documentation required: At least the documentation required under subsection (4) below.

(3) Advertising in, at a minimum, a newspaper of general circulation, and trade association, minority and trade oriented, women-focused publications, if any, concerning the subcontracting or material supply opportunities on the project at least ten (10) days before bids or proposals are due;

Documentation required: copies of ads published.

(4) Providing written notice soliciting sub-bids/proposals to not less than five (5) DBEs or WBEs for each subcontracting or material supply work item selected pursuant to (2) above not less than ten (10) days before bids/proposals are due.

If there are less than five certified DBEs/WBEs listed for that work or supply specialty then the solicitation must be mailed to at least the number of DBEs/WBEs listed for that specialty. The solicitation shall include a description of the work for which subcontract bids/proposals are requested and complete information on bid/proposal deadlines along with details regarding where project specifications may be reviewed.

Documentation required: Copies of all solicitation letters sent to DBE/WBE along with a written statement from the bidder/proposer that all the letters were sent by regular or certified mail not less than 10 days before bids/proposals were due.

(5) Making, not later than five days before bids/proposals are due, follow-up phone calls to all DBEs/WBEs who have not responded to the solicitation letters to determine if they would be submitting bids and/or to encourage them to do so.

Minimum documentation required: Log showing a) dates and times of follow-up calls along with names of individuals contacted and individuals placing the calls; and b) results attained from each DBE/WBE to whom a solicitation letter was sent (e.g., bid submitted, declined, no response). In instances where DBE/WBE bids were rejected, the dollar amount of the bid rejected from the DBE/WBE must be indicated along with the reason for rejection and the dollar amount of the bid which was accepted for that subcontract or material supply item.

(6) Using the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Executive Department's Advocate for Minority and Women Business that provide assistance in the recruitment and placement of DBEs and WBEs; where applicable, advising and assisting DBEs and WBEs in obtaining lines of credit or insurance required by Metro or the bidder/proposer; and, otherwise, making efforts to encourage participation by DBEs and WBEs which could reasonably be expected to produce a level of participation sufficient to meet the goals.

Minimum documentation required: Letter from bidder/proposer indicating all special efforts made to facilitate attainment of contract goals, the dates such actions were taken and results realized.

(7) Notwithstanding any other provision of this section, bidders and proposers on locally-funded contracts to which DBE/WBE goals apply need not accept the bid of a DBE or WBE on any particular subcontract or material supply item if the bidder/proposer demonstrates that none of the DBEs or WBEs submitting bids were the lowest responsible, responsive and qualified bidders/proposers on that particular subcontract item and that the subcontract item was awarded to the lowest responsible, responsive bidder/ proposer.

Metro reserves the right to require additional written documentation of good faith efforts and bidders and proposers shall comply with all such requirements by Metro. It shall be a rebuttable presumption that a bidder or proposer has made a good faith effort to comply with the contract goals if the bidder has performed and submits written documentation of all of the above actions. It shall

be a rebuttable presumption that the bidder has not made a good faith effort if the bidder has not performed or has not submitted documentation of all of the above actions.

(Ordinance No. 83-165, Sec. 13; amended by Ordinance No. 84-181, Sec. 6 and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.165 Replacement of DBE or WBE Subcontractors: Prime contractors shall not replace a DBE/WBE subcontractor with another subcontractor, either before contract award or during contract performance, without prior Metro approval. Prime contractors who replace a DBE or WBE subcontractor shall replace such DBE/WBE subcontractor with another certified DBE/WBE subcontractor or make good faith efforts as described in the preceding section to do so. (Ordinance No. 83-165, Sec. 14; amended by Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.170 Records and Reports:

(a) Metro shall develop and maintain a recordkeeping system to identify and assess DBE and WBE contract awards, prime contractors' progress in achieving goals and affirmative action efforts. Specifically, the following records will be maintained:

- (1) Awards to DBEs and WBEs by number, percentage and dollar amount.
- (2) A description of the types of contracts awarded.
- (3) The extent to which goals were exceeded or not met and reasons therefor.

(b) All DBE and WBE records will be separately maintained. Required DBE and WBE information will be provided to federal agencies and administrators on request.

(c) The Liaison Officer shall prepare reports, at least semiannually, on DBE and WBE participation to include the following:

- (1) the number of contracts awarded;
- (2) categories of contracts awarded;
- (3) dollar value of contracts awarded;

(4) percentage of the dollar value of all contracts awarded to DBE/WBE firms in the reporting period; and

(5) the extent to which goals have been met or exceeded.

(Ordinance No. 83-165, Sec. 15; amended by Ordinance No. 84-181, Sec. 7, and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

2.04.175 Counting Disadvantaged Business Participation Toward Meeting Goals:

(a) DBE/WBE participation shall be counted toward meeting the goals on each contract as follows:

(1) Subject to the limitations indicated in paragraphs (2) through (8) below, the total dollar value of a prime contract or subcontract to be performed by DBEs or WBEs is counted toward the applicable goal for contract award purposes as well as annual goal compliance purposes.

(2) The total dollar value of a contract to a disadvantaged business owned and controlled by both disadvantaged males and non-disadvantaged females is counted toward the goals for disadvantaged businesses and women, respectively, in proportion to the percentage of ownership and control of each group in the business.

The total dollar value of a contract with a disadvantaged business owned and controlled by disadvantaged women is counted toward either the disadvantaged business goal or the goal for women, but not to both. Metro shall choose the goal to which the contract value is applied.

(3) Metro shall count toward its goals a portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the disadvantaged or female business partner in the joint venture.

(4) Metro shall count toward its goals only expenditures to DBEs and WBEs that perform a commercially useful function in the work of a contract. A DBE or WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a

contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a DBE or WBE is performing a commercially useful function, Metro shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

(5) Consistent with normal industry practices, a DBE or WBE may enter into subcontracts. If a DBE or WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE or WBE shall be presumed not to be performing a commercially useful function. The DBE or WBE may present evidence to Metro to rebut this presumption. Metro's decision on the rebuttal of this presumption is subject to review by USDOT for USDOT-assisted contracts.

(6) A DBE or WBE which provides both labor and materials may count toward its disadvantaged business goals expenditures for materials and supplies obtained from other than DBE or WBE suppliers and manufacturers, provided that the DBE or WBE contractor assumes the actual and contractual responsibility for the provision of the materials and supplies.

(7) Metro shall count its entire expenditure to a DBE or WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(8) Metro shall count against the goals 60 percent of its expenditures to DBE or WBE suppliers that are not manufacturers, provided that the DBE or WBE supplier performs a commercially useful function in the supply process.

(9) When USDOT funds are passed-through by Metro to other agencies, any contracts made with those funds and any DBE participation in those contracts shall only be counted toward Metro's goals. Likewise, any USDOT funds passed-through to Metro from other agencies and then used for contracting shall count only toward that agency's goals. Project managers responsible for administration of pass-through agreements shall include the following language in those agreements:

"(a) Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

"(b) MBE Obligation. The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of USDOT-assisted contracts."

(b) DBE or WBE participation shall be counted toward meeting annual goals as follows:

(1) Except as otherwise provided below, the total dollar value of any contract which is to be performed by a DBE or WBE is counted toward meeting annual goals.

(2) The provisions of paragraphs (a)(2) through (a)(8) of this section, pertaining to contract goals, shall apply equally to annual goals.

(Ordinance No. 83-165, Sec. 16; amended by Ordinance No. 84-181, Sec. 8; and Ordinance No. 86-197, Sec. 1; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1; and Ordinance No. 88-252, Sec. 1)

2.04.180 Compliance and Enforcement:

(a) Metro shall reserve the right, at all times during the period of any contract, to monitor compliance with the terms of this chapter and the contract and with any representation made by a contractor prior to contract award pertaining to DBE and WBE participation in the contract.

(b) The Liaison Officer may require, at any stage of contract completion, documented proof from the contractor of actual DBE and WBE participation.

(Ordinance No. 83-165, Sec. 17; all previous Ordinances repealed by Ordinance No. 87-216, Sec. 1; amended by Ordinance No. 87-231, Sec. 1)

IV. BID FORMS

TO BE SUBMITTED AT THE TIME OF BID OPENING

NOTE TO BIDDER:

PREFERABLY TYPE OR USE BLACK INK FOR COMPLETING ALL BIDS FORMS.

BID FORM A: GENERAL INFORMATION

To: Metropolitan Service District (Metro)
Attention: Marie Nelson, Solid Waste Department
Address: 2000 S.W. First Avenue
Portland, Oregon 97201
Bid Title: REMOVAL OF SOURCE SEPARATED YARD DEBRIS FROM THE
ST. JOHNS LANDFILL AND PROCESSING IT INTO A PRODUCT

Bidder: _____

Address: _____

Date: _____

Bidder's Person to Contact for Additional Information on this Bid:

Name: _____

Telephone: _____

1. Bidder's Declaration and Understanding. The undersigned, hereinafter call the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that the unit prices bid are made without collusion with any official of the owner, and that the Proposal is made without any connection or collusion with any person submitting another bid on this Contract.

The Bidder further declares that he/she has carefully examined all of the Contract Documents, that he/she has personally inspected the site, if required in the Contract

BID FORM A: GENERAL INFORMATION

(continued)

Documents, that he/she has satisfied himself/herself as to the quantities and conditions of work involved, and that this Bid is made in accordance with the provisions and under the terms of all the Contract Documents, which Documents are hereby made a part of this Bid.

This Bid is irrevocable for sixty (60) days following the opening of bids.

2. Contract Execution and Bonds. The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) days, not including Sundays and legal holidays, after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to Metro any bond(s) required herein, and will, to the extent of his/her Bid, furnish all machinery, tools, apparatus, and other means of operation and construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.
3. Certificates of Insurance. The Bidder agrees to furnish to Metro, before commencing the work under this Contract, any certificates of insurance required by these documents.
4. Sales and Use Taxes. The Bidder agrees that all federal, state and local sales and use taxes are included in the stated bid prices for the work.
5. Lump Sum or Unit Price Work. The Bidder agrees to accept as full payment for the goods and/or services covered by this

BID FORM A: GENERAL INFORMATION

BID FORM A: GENERAL INFORMATION

(continued)

bid the lump sum and/or unit price amounts supplied by Bidder. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to complete the Contract, including all allowances for overhead and profit.

6. Prevailing Wage for Public Works. If this project is a public work as defined in ORS 279.348, the undersigned, as bidder on this project, hereby certified that he/she will comply with ORS 279.350.
7. Surety. If the Bidder is awarded a Contract on this Bid, the Surety who provides the Performance Bond and Labor and Materials Payment Bond will be:

_____ (name of Surety)
_____ (street address)
_____ (city, state, zip)

8. Bidder. The name of the Bidder submitting this Bid is:

_____ (name of Bidder)
_____ (business address)
_____ (city, state, zip)

which is the address to which all communications concerned with this Bid and the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

BID FORM A: GENERAL INFORMATION

(continued)

If the Bidder domiciled or registered to do business in the state of Oregon? Yes_____ No_____

Bidders not domiciled or registered to do business in Oregon who are awarded a public contract in excess of \$10,000 must report to the Oregon Department of Revenue as provided in ORS 279.021.

9. If Sole Proprietor or Partnership. IN WITNESS hereto, the undersigned has set his/her (its) hand this _____ day of _____, 19____.

Signature of Bidder:_____

Title:_____

10. If Corporation. IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 19____.

(SEAL)

Name of Corporation:_____

By: _____

Title: _____

Against: _____

METROPOLITAN SERVICE DISTRICT
BID FORM B: TOTAL AMOUNT BID

FOR

REMOVAL OF SOURCE SEPARATED YARD DEBRIS
FROM THE ST. JOHNS LANDFILL
AND PROCESSING IT INTO A PRODUCT

TOTAL AMOUNT BID \$ _____ PER TON

PROJECTED TOTAL TONNAGE FOR TWO YEARS 13,340 *

PROJECTED TOTAL BID FOR TWO YEARS \$ _____
(Total Per Ton Bid x 13,340 tons)

* This figure represents Metro's estimate of the tons of yard debris to be removed during the anticipated two-year term of this contract. Metro guarantees no minimum amount of material available for removal and reserves the right to limit the quantity of material to be removed by Contractor from the designated work area of St. Johns Landfill.

ADDENDA:

The Bidder hereby acknowledges that he/she has received Addenda Numbers _____ (Bidder insert the numbers of each Addendum received) to these specifications.

FORM C: DISADVANTAGED BUSINESS ENTERPRISES

1. Name of Metro Project _____

2. Name of Bidder _____

Address of Bidder _____

3. The above-named Bidder intends to subcontract _____ percent of the Total Bid Price to the following Disadvantaged Business Enterprises (DBEs):

Names, Contact Persons, Addresses, and Telephone Numbers of DBE Firms Proposer Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total _____

Amount of Total Bid Price _____

DBE Percent of Total Bid Price _____

Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING THE SELECTION OF THE PREFERRED BID

FORM D: WOMEN-OWNED BUSINESS ENTERPRISES

1. Name of Metro Project _____
2. Name of Bidder _____
Address of Bidder _____
3. The above-named Bidder intends to subcontract ____ percent of the Total Bid Price to the following Women-Owned Business Enterprises (WBEs):

Names, Contact Persons, Addresses, and Telephone Numbers of WBE Firms Proposer Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
_____	_____	_____

_____	_____	_____

_____	_____	_____

Total _____

Amount of Total Bid Price _____

DBE Percent of Total Bid Price _____

Authorized Signature

Date: _____

THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING THE SELECTION OF THE PREFERRED BID

BID FORM E: BID BOND

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 FIVE THOUSAND
DOLLARS (\$5,000.00), for the payment of which we bind ourselves, our
heirs, successors, administrators, successors, and assigns, jointly
and severally, firmly by these presents.

WHEREAS THE PRINCIPAL is herewith submitting his/her or its
Bid for the removal of source separated yard debris from the St. Johns
Landfill, said Bid, by referenced thereto, being hereby made a part
hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH
THAT: 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 such Bond or Letter of Credit
and other documents as required by the Contract Documents within the
time fixed by the Contract, then this obligation shall be null and
void; if the PRINCIPAL shall withdraw its Bid within ninety (90) days
of the Bid opening date or otherwise fail to execute the proposed
Contract and furnish such Bond, Letter of Credit or other documents,

the SURETY hereby agrees to pay the OBLIGEE the penal sum of
liquidated damages, within ten (10) days of such failure.

SIGNED AND SEALED this _____ day of _____, 19__.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

APPROVED AS TO FORM:

Title: _____

Mr. Rod Grimm
Grimm's Fuel Co.
1631 S. Shore Road
Lake Oswego, OR 97034

Mr. Jack Neuman
Neuman Enterprises Inc.
P.O. Box 157
Boring, OR 97009

Jim Litherland
Blu-Chip, Inc.
P.O. Box 8804
Portland, OR 97207-8804

Mr. Ralph Gilbert
East County Recycling
P.O. Box 20096
Portland, OR 97220

Mr. Don Chappel
Chappell Transportation
9363 N. Columbia Blvd.
Portland, OR 97203

Ms. Kathleen McFarlane
McFarlane's Bark Inc.
P.O. Box 338
Clackamas, OR 97015

Mr. Thomas Garnier
Shredding Systems
P.O. Box 869
Wilsonville, OR 97070

Mr. Russ Eastman
7850 S.W. Obrien
Tigard, OR 97223

Ron's Tree Service
7980 S.W. Kroese Lane
Tigard, OR 97224

Floyd Dees
Dees' Debris Inc.
1805 S.E. Tenino
Portland, OR 97202

Chip Away
9315 S.W. 12th Drive
Portland, OR 97219

Millers
7905 S.W. Elmwood
Portland, OR 97223

Mr. Nathan Lawrence
P.O. Box 212
Wilsonville, OR 97070

Mr. Joe Kittel
Trees by Joe
675 S.W. 90th
Portland, OR 97225

Mr. Dennis Weis
Weis Custom Chipping Service
15699 NE Browndale Farm Rd
Aurora, OR 97002

Mr. Tom Tibbs
Bark Blowers Inc.
P.O. Box 512
Beaverton, OR 97075

Mr. Glen Koko
Universal Refiner Corp.
Rt 4 Box 467
Troutdale, OR 97060

Mr. Jerome B. Misukanis
Reuter Resource Recovery
11000 W. 78th St., Ste. 250
Eden Prairie, MN 55344

Mr. Gary Newbore
Riedel Environmental Tech.
P.O. Box 3320
Portland, OR 97208

Mr. Frank Butchart
ETS Pacific
1730 S.W. Skyline Blvd
Portland, OR 97221

Mr. Jerry Hermann
Environmental Learning Center
19600 S. Mollalla
Oregon City, OR 97045

Mr. Ira Price
6208 S.E. Southview Dr.
Portland, OR 97219

Mr. Steve Lokey
North American Soils
5001 N. Columbia
Portland, OR 97218

Mr. Melville Moores
P.O. Box 29005
Portland, OR 97229

Mr. Merle Irvine
Washtech
701 N. Hunt
Portland, OR 97217

Mr. Lot Smith
Farmer's Plant Aid
11619 N. Force Avenue
Portland, OR 97217

MN:jc {vendor.lst}

Staff Report

Agenda Item No. _____

Meeting Date _____

CONSIDERATION OF RESOLUTION NO. 89-1113, FOR THE PURPOSE
OF APPROVING A REQUEST FOR BIDS DOCUMENT FOR REMOVAL OF
SOURCE SEPARATED YARD DEBRIS FROM THE ST. JOHNS LANDFILL
AND PROCESSING THE MATERIAL INTO A PRODUCT

Date: July 18, 1989

Presented by: Marie Nelson
Jim Shoemake

FACTUAL BACKGROUND AND ANALYSIS

The attached Request for Bids (Attachment A to the Resolution), is for a contract to remove source separated yard debris from the St. Johns Landfill and process the material into a product. If approved by the Council, the term of the contract will be for approximately two years or until Metro stops accepting commercial and residential yard debris at St. Johns Landfill.

Metro Code Section 2.04.033 requires the Council to approve requests for bids "which commit the District to the expenditure of revenues or appropriations not otherwise provided for in the current fiscal year budget at the time the contract is executed." \$120,000 has been allocated in the FY 1989-90 Solid Waste Department Operations Fund for this project. Funds have not yet been allocated for FY 1990-91.

Metro's Waste Reduction Plan established a regional priority of diverting yard debris from landfills. Source separated yard debris is currently accepted at the St. Johns Landfill facility from commercial and residential haulers at a reduced rate from other refuse and is stored in an area separate from the main landfill. In May 1987, the Council approved a contract with Grimm's Fuel Company to remove the yard debris material from the landfill storage area. That contract expired in June of 1988 although Grimm's has continued to remove material from St. Johns for the same price established in the 1987 agreement. The attached RFB would initiate the process for a new multi-year agreement to remove the material from the landfill and process it into a product.

The proposed Description of the Work (page 12 of the bid document), specifies that the material removed from the landfill must be processed into a useful product. The material cannot be landfilled or incinerated in a solid waste mass incinerator. Except for those restrictions, the material can be processed in any lawful manner which the contractor deems appropriate.

Several benefits will be realized by this project: a) the material will be diverted from the landfill; b) the contractor will ensure that manageable amounts of yard debris material are stored at the landfill facility; and c) the material will be made available to private vendor(s) to process into a product.

The proposed schedule for the project can be found on page 9 of the RFB Document.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends Council adoption of Resolution No. 89-1113.

7/18/89

Agenda Item No. 8.3

Meeting Date: August 8, 1989



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503 221-1646

Memorandum

Date: August 2, 1989

To: Metro Council

From: Jessica *gpm* Marlitt, Council Analyst

Regarding: RESOLUTION NO. 89-1115, RATIFYING A MEMORANDUM OF UNDERSTANDING REGARDING CONSOLIDATION OF REGIONAL CONVENTION, TRADE, SPECTATOR, AND PERFORMING ARTS FACILITIES PRESENTLY OWNED AND OPERATED BY THE CITY OF PORTLAND AND THE METROPOLITAN SERVICE DISTRICT

The Metro Convention, Zoo & Visitors Facilities (CZVF) Committee is scheduled to consider Resolution No. 89-1115 at its August 3, 1989 meeting, 4:00 p.m. The Committee Report, therefore, is not included in this agenda packet, but will be hand-delivered to you separately on Friday, August 4, 1989. Attached for your review prior to receiving the Committee Report are the Council staff analysis of July 25, 1989, General Counsel's staff report, and a copy of Resolution No. 89-1115 with the Memorandum of Understanding attached as Exhibit A. Please contact me if you have any questions or require additional information.

jpmdisk
a:\CN1115.MEM



METRO

2000 S.W. First Avenue
Portland, OR 97201-5396
503/221-1646

Memorandum

Date: July 25, 1989

To: Convention, Zoo & Visitors Facilities Committee

From: Donald E. Carlson, Council Administrator
Jessica B. Marlitt, Council Analyst

Regarding: RESOLUTION NO. 89-1115, RATIFYING A MEMORANDUM OF UNDERSTANDING REGARDING CONSOLIDATION OF REGIONAL CONVENTION, TRADE, SPECTATOR, AND PERFORMING ARTS FACILITIES PRESENTLY OWNED AND OPERATED BY THE CITY OF PORTLAND AND THE METROPOLITAN SERVICE DISTRICT

Resolution No. 89-1115, scheduled for formal action at the Committee meeting August 3, 1989, ratifies the attached Memorandum of Understanding (MOU) regarding facilities consolidation. Metro has been represented in the MOU development and negotiation by its Consolidation Task Force, appointed November 22, 1988, Resolution No. 88-1017. The Metro Consolidation Task Force had Presiding Officer Mike Ragsdale as Chair and included Metro Executive Officer Rena Cusma, Councilor David Knowles, Metro Exposition-Recreation Commission Chair Ted Runstein, and Tom Walsh, Chair of the Convention Center Advisory Committee on Design and Construction (ACDC). The purpose of the task force was to assist in preparing a consolidation plan and to guide consolidation negotiations with other jurisdictions. The MOU represents the first step towards developing a consolidation plan; it is a conceptual document to provide a framework for the actual detailed, legal implementing agreement.

The MOU will not go into effect until ratified by the respective City of Portland and Metro Councils. "Ratifying" the MOU, per General Counsel Dan Cooper, is a non-binding statement of policy intent which does not commit Metro legally to any action or obligation. In this memo, the term "implementing agreement" refers to the actual consolidation agreement which is intended to result from the ratified MOU and negotiations thereafter.

RECOMMENDATION

The attached Memorandum of Understanding is recommended for adoption by Resolution No. 89-1115.

* * *

This memo serves two purposes:

- 1) to outline potential policy changes for Metro which would result from a consolidation agreement based on the MOU; and
- 2) to identify policy issues raised by the MOU which may have to be negotiated in developing the "Phase One" implementing agreement.

Each section of the MOU is addressed below with staff's summary of "Potential Changes for Metro" and "Issues".

ANALYSIS OF THE MEMORANDUM OF UNDERSTANDING

1. INTRODUCTORY SECTION

The purpose of the Memorandum of Understanding, as stated in the document's opening section, is to provide for "phase one of consolidation of operation and management of the facilities", ... which is "expected to be of limited duration pending full scale consolidation of all regional convention, trade and spectator facilities as outlined in the Convention Trade and Spectator Facilities Committee Report and Recommendation dated May 1986." The introduction summarizes the MOU purpose and intent which is to lay out the principles, terms and conditions to be formalized in a 'Phase One' consolidation agreement.

POTENTIAL CHANGES FOR METRO

None. The introductory section presents policy directions consistent with the Convention Trade and Spectator Facilities Committee Report (CTS Master Plan) adopted by the Metro Council in 1986. The CTS Master Plan does not address performing arts facilities specifically, but they are major spectator facilities.

ISSUES

- o What is the estimated duration of Phase 1? What will trigger completion of Phase 1 -- a specific date or target action?

2. OPERATIONS AND MANAGEMENT

The opening statement regarding Metro E-R Commission supervision of consolidated facilities operations and management is consistent with the CTS Master Plan.

SECTION A: Describes amending the Metro Code to include/"codify" the current Metro E-R Commission appointment process followed by the Metro Executive Officer and formalized in Metro Executive Order No. 36 (October 26, 1987).

POTENTIAL CHANGES FOR METRO

The appointment process would be the same as current practice per Executive Order No. 36; the change would be to elevate the practice from an administrative policy to a District policy, via the Metro Code. Currently, the Metro Code provides for the Executive Officer to appoint Metro E-R Commission members after "consulting with the governing bodies of the City of Portland, Clackamas County, Multnomah County, Washington County and any other city within the District."

ISSUES

- o Would this governance process be for Phase I consolidation only or in perpetuity?

SECTION B: Specifies the City's transfer of operation and management responsibility over the City Memorial Coliseum, Civic Stadium and Portland Center for the Performing Arts to the Metro E-R Commission.

(OPERATIONS AND MANAGEMENT, Cont.)

POTENTIAL CHANGES FOR METRO

None. Policy direction is consistent with the CTS Master Plan.
ISSUES

- o None identified for Phase 1 consolidation.

SECTION C: Provides for Portland's designated Commissioner-in-Charge to appoint a Portland Center for the Performing Arts (PCPA) Advisory Committee which Metro and the Metro E-R Commission will recognize as the official advisory committee for PCPA.

POTENTIAL CHANGES FOR METRO

None. Because the committee would be advisory only, the Metro Council can agree to the City's appointment process through an Intergovernmental Agreement without abrogating any legal legislative responsibility.

ISSUES

- o Is the PCPA Advisory Committee appointment process proposed for Phase I consolidation or in perpetuity?
- o Should advisory committee appointments for regional facilities be delegated to local jurisdictions in which the facility is located?
- o Does a local appointment process conflict with facility's role as a regional attraction?

SECTION D: Establishes that during Phase 1 consolidation, no facilities will change ownership and newly acquired or constructed facilities' ownership will be determined by the facility's financing.

POTENTIAL CHANGES FOR METRO

None.

ISSUES

- o Are any additional regional facilities anticipated during the time of the Phase 1 implementing agreement or does this section address another issue?

3. EMPLOYEES AND PERSONNEL MATTERS

SECTION A: Provides for all current City E-R Commission employees to be transferred to and become employees of the Metro E-R Commission.

POTENTIAL CHANGES FOR METRO

None. No retirement system amendments are anticipated. During this year's session, the Oregon Legislature passed Senate Bill 211 which allows Metro to phase in membership in PERS, the Public Employee Retirement System, while maintaining its current retirement plan. Metro will be able to offer PERS to transferred employees without adversely affecting Metro employees already vested in the current system.

RESOLUTION NO. 89-1115

July 25, 1989

Page 3

(OPERATIONS AND MANAGEMENT, Cont.)

ISSUES

- o Metro and the Metro E-R Commission's responsibilities for receiving the transferred employees need to be clarified in the implementing agreement.

SECTION B: Notes all City E-R Commission collective bargaining agreements will be assigned to Metro E-R Commission with all terms and conditions intact; highlights that transferred City employees entitled to full protection under State transfer provisions.

POTENTIAL CHANGES FOR METRO

None.

ISSUES

None.

4. CONTRACTS AND PURCHASING

States that the Metro E-R Commission will have full authority to contract and purchase in accordance with its own rules.

POTENTIAL CHANGES FOR METRO

None.

ISSUES

None.

5. BUDGETS AND ACCOUNTS

SECTION A: Provides for the Metro E-R Commission to track each facility's financial accounts separately and allocate management oversight costs by formula among the facilities; notes neither the City nor Metro have accepted the Laventhol & Horwath formula for an allocation; transfers the City E-R Commission Reserve Account to the Metro E-R Commission solely for use towards City facilities; notes Multnomah County Hotel/Motel Tax revenue is only applicable to the Oregon Convention Center.

POTENTIAL CHANGES FOR METRO

None. The Metro E-R Commission has the accounting capability to track each facility's expenses and revenues. The designation of the City E-R Commission reserve fund for City facilities only is consistent with Metro accounting practices for reserving certain funds for certain services or facilities.

ISSUES

- o The oversight management formula will have to be sensitive to Federal overhead grant formulas as transportation and related site improvements funds are received for facility improvements (e.g. the Oregon Convention Center site development).

SECTION B: Subjects the Metro E-R Commission annual budget to City and Metro approval; notes the budget will be included in Metro's budget submitted to the Tax Supervision and Conservation Commission (TSCC).

RESOLUTION NO. 89-1115

July 25, 1989

Page 4

(BUDGETS & ACCOUNTS, Cont.)

POTENTIAL CHANGES FOR METRO

Adds outside approval process for a portion of the Metro budget; would not require amending Metro Code -- per Metro General Counsel Intergovernmental Agreement could establish review process.

ISSUES

- o What happens if the City and Metro reach an impasse on the Commission budget? The implementing agreement needs to address the issue of how impasses in gaining budget approval would be resolved.
- o Will Metro E-R Commission budget amendments during the year be subject to City approval?

5. OVERHEAD

Limits Metro charging the Metro E-R Commission "overhead for oversight and review" to FY89-90 and FY90-91, with no charges beyond those two years, and the charge amount not to exceed the total FY89-90 budgeted level; limits Metro overhead charges based on City facilities to no more than the City's "actual" General Fund overhead charge amount (excluding the General Fund costs related to the City's provision of central support services); provides for Metro not to impose an excise tax on any Metro E-R Commission facilities during Phase 1.

POTENTIAL CHANGES FOR METRO

None.

ISSUES

- o How is "overhead" defined? Metro currently charges back to the various operating funds the full cost of the General Fund, which includes Executive Management, Council, central administrative services (Finance & Administration, Personnel, Accounting, General Counsel, Public Affairs). Based on Council policy and authority to impose an excise tax, it is projected that the General Fund will be separated into a General Government Fund and a Central Support Services Fund. The General Government Fund would consist of Executive Management and the Council costs; the Central Support Services Fund would include those service departments noted above. The excise tax would be used to pay direct costs of the General Government Fund and that fund's proportional share of the Central Support Services costs. Other Metro operating funds will pay their proportional share of the support services costs.
- o How does the M.O.U. overhead language relate to Metro's projected financial scenario for the General Government and Central Support Services Funds? Are limits envisioned on the amount of allocation of Central Support Service costs to the Metro E-R Commission?

6. REVIEW OF METRO E-R COMMISSION ACTIONS

Calls for Metro E-R Commission "full autonomy based on the City ERC Model and consistent with Oregon Law." Notes Metro review of Commission actions and aggrieved party requests-for-review will be unchanged from current Metro Code policy and Oregon law.

POTENTIAL CHANGES FOR METRO

None.

ISSUES

None.

7. LIABILITY BY METRO

Calls for Metro to accept full liability for Metro E-R Commission actions and holds the City harmless against any claim arising from the Commission's operation of the facilities.

POTENTIAL CHANGES FOR METRO

No legal or policy changes; potential risk increased because of additional facilities.

ISSUES

- o Will the implementing agreement provide for a full risk assessment of the City facilities?

8. GOOD FAITH EFFORT TO RESOLVE ANY OTHER OUTSTANDING ISSUES

Provides for Metro and the City to negotiate in good faith and as quickly as possible any outstanding issues not covered in the MOU but raised in the course of developing the Phase 1 implementing agreement; notes Robert Ridgely will be the designated facilitator in resolving new issues.

POTENTIAL CHANGES FOR METRO

None.

ISSUES

None.

9. FINAL CONSOLIDATION

Notes that upon approval of the Phase 1 implementing agreement, Metro and the Metro E-R Commission will move toward consolidation of all other regional facilities; outlines final consolidation issues of real property transfer and control, asset transfers, lease or other arrangements; provides for Metro to assume long-term "fiscal responsibility" and obtain public financial support as necessary.

POTENTIAL CHANGES FOR METRO

None. Policy direction is consistent with the CTS Master Plan.

ISSUES

- o What are the potential revenue sources supporting the regional system and what authorities will Metro need to implement those sources?

jpmdisk a:\mouanal.mem

RESOLUTION NO. 89-1115

July 25, 1989

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BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF RATIFYING)	
A MEMORANDUM OF UNDERSTANDING	)	RESOLUTION NO. 89-1115
REGARDING CONSOLIDATION OF REGIONAL)	
CONVENTION, TRADE, SPECTATOR AND	)	INTRODUCED BY RENA CUSMA,
PERFORMING ARTS FACILITIES	)	EXECUTIVE OFFICER, AND
PRESENTLY OWNED AND OPERATED BY	)	MIKE RAGSDALE, PRESIDING
THE CITY OF PORTLAND AND THE	)	OFFICER
METROPOLITAN SERVICE DISTRICT)	

WHEREAS, the City of Portland and Metropolitan Service District were participants in the Committee on Regional Convention, Trade, and Spectator Facilities (CTS); and

WHEREAS, in May of 1986, the Metro Council adopted via Resolution No. 86-648 the Regional Convention, Trade, and Spectator Facilities Master Plan, which called for establishment of a regional commission at Metro, and regional management of the region's inventory of convention, trade, and spectator facilities by that Commission; and

WHEREAS, in May of 1986 the Portland City Council adopted Resolution No. 34110 which stated an intent to develop a plan to transfer the City's Exposition-Recreation Commission to Metro and accept other recommendations of the CTS; and

WHEREAS, the Metro Council has established the Metropolitan Exposition-Recreation Commission under authority of ORS 268.395 to fulfil the role of the regional commission for the operation of convention, trade, and spectator facilities called for in the CTS Master Plan; and

WHEREAS, appointments to the Metropolitan Exposition Recreation Commission were confirmed in December 1987, with nominees solicited from the City of Portland, Clackamas, Multnomah and Washington Counties; and

WHEREAS, in November of 1988, the Council adopted Resolution No. 88-1017 establishing a Metro Consolidation Task Force, which has served as a forum for developing the Memorandum of Understanding attached as Exhibit A; now therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District hereby ratifies the Memorandum of Understanding Regarding Consolidation of Regional Convention, Trade, and Performing Arts Facilities presently owned and operated by the City of Portland and the Metropolitan Service District, attached as Exhibit A to this resolution.

ADOPTED by the Council of the Metropolitan Service District this 27th day of July, 1989.

Mike Ragsdale, Presiding Officer

Exhibit A

Memorandum of Understanding Regarding Consolidation of Regional Convention, Trade, Spectator and Performing Arts Facilities Presently Owned and Operated by The City of Portland and the Metropolitan Service District.

The purpose of this Memorandum of Understanding is to provide for phase one of consolidation of operation and management of the facilities presently owned and operated by the City of Portland through its Exposition-Recreation Commission (the Portland Memorial Coliseum Complex, the Civic Stadium and the Portland Center for the Performing Arts), and the facilities operated by the Metropolitan Service District by and through the Metropolitan Exposition-Recreation Commission (the Oregon Convention Center). This phase one of consolidation is expected to be of limited duration pending full scale consolidation of all regional convention trade and spectator facilities as outlined in the Convention Trade and Spectator Facilities Committee Report and Recommendation dated May 1986.

This Memorandum of Understanding sets forth the principles on which a phase one consolidation agreement will be forwarded to the governing bodies of the City of Portland and the Metropolitan Service District. The intent of this Agreement is to express the understanding of the terms and conditions that will be formalized as soon as possible and presented to the Metro Council and City Council for ratification. By ratifying this Memorandum of Understanding the Metro Council and Executive Officer and the Portland City Council express their intent to approve a consolidation agreement.

TERMS AND CONDITIONS OF PROPOSED AGREEMENT.

1. OPERATIONS AND MANAGEMENT

Operations and management of the facilities will be consolidated under the supervision of the Metropolitan-Exposition Recreation Commission.

- A. Metro agrees to amend the Metro Code regarding the appointment process for Metropolitan E-R Commission commissioners to provide that five positions shall be subject to nomination by local government bodies. The County Commissions of Multnomah, Clackamas and Washington counties each will be entitled to nominate one candidate for a position and the City Council of the City of Portland will nominate one candidate for each of two positions. The present commissioners will retain their office, but the nomination procedures provided for herein will be utilized for filling vacancies for five of the positions. Two of the present seven members will continue to be appointed at the sole discretion of the Metro Executive Officer. For those positions on the Commission which are subject to nomination by a local governmental body the Executive Officer will receive the nominations from the relevant governing body and review the nomination prior to submitting the nomination to the Metro Council for confirmation. If the Executive Officer disagrees with the qualifications of any candidate so nominated by a local government, the Executive Officer shall so notify the Jurisdiction which shall then nominate another candidate. This process shall continue until such time as the Executive Officer agrees to transmit the name of the individual nominated by

the local government. If an appointment submitted to the Council for confirmation as a result of this process is rejected by the Council, the Executive Officer shall so notify the local government which shall nominate another candidate and the process shall continue until such time as a candidate nominated by a local government has been forwarded by the Executive Officer to the Council for confirmation and has been confirmed. All other terms and provisions relating to appointments and term of the Metropolitan Exposition-Recreation Commission as set forth in the Metro Code shall continue in effect.

- B. The City agrees to transfer to the Metropolitan E-R Commission responsibility for the operation and management of the City Memorial Coliseum, the City Civic Stadium and the City Portland Center for the Performing Arts.
- C. A Portland Center for the Performing Arts Advisory Committee shall be appointed by the City by and through its Commissioner-in-Charge. Metro agrees the MERC will recognize the PCPA Advisory Committee so appointed as the official Advisory Committee to MERC for PCPA.
- D. Ownership. No change in facility ownership shall occur during phase one of this Consolidation. The ownership of any new facility constructed or acquired during the term of phase one shall be determined by the specific financing arrangements for that facility.

2. EMPLOYEES AND PERSONNEL MATTERS

- A. All City employees presently employed by the City Exposition-Recreation Commission will be transferred to the Metropolitan E-R Commission and will become employees of the Metropolitan E-R Commission.
- B. All collective bargaining agreements with labor unions to which the City Exposition-Recreation Commission is a signatory thereto will be assigned to the Metropolitan E-R Commission and the Metropolitan E-R Commission shall give full recognition to such bargaining units and shall be bound by all terms and conditions contained in such collective bargaining agreements to which the City E-R Commission is a party thereto. Further, all City employees shall be entitled to the full protection provided by relevant provisions of Oregon law affecting transfer of employees from one governmental entity to another.

3. CONTRACTS AND PURCHASING

Decision-Making. The Metropolitan E-R Commission shall have full authority to contract and purchase in accordance with its own rules.

4. BUDGETS AND ACCOUNTS

- A. MERC shall utilize a unified accounting system which shall keep track of all expenses and revenues on a per facility basis. Central services provided by MERC for management oversight for all facilities shall be allocated among all facilities by formula. Previously, a study by Laventhol & Horwath used a formula to make such an allocation. Neither the City nor Metro have accepted the Laventhol & Horwath formula. The City ERC Reserve Account shall be

transferred to MERC. Neither any revenue surplus derived from City facilities nor the ERC Reserves may be used to subsidize or support the Oregon Convention Center. Presently, revenues from the Multnomah County Hotel/Motel Tax paid to Metro by Multnomah County are only available to subsidize or support deficits generated at the Oregon Convention Center.

- B. The Metropolitan E-R Commission annual budget shall be subject to City and Metro approval and shall be included in the overall Metro budget for submission to the Tax Supervision and Conservation Commission.

5. OVERHEAD

Metro may charge overhead for oversight and review as provided for herein for the first two years that this agreement is in effect. (Fiscal Year 1989-90 and 1990-91.) Thereafter, Metro will no longer charge overhead to any facilities operated by the Metro E-R Commission including the Oregon Convention Center. The amount charged by Metro for overhead shall not exceed the current level of general overhead charges set in the Metro Fiscal Year 1989-90 budget for payment of overhead charges by the Metro E-R Commission to Metro for operations of the Oregon Convention Center. Metro will not charge an overhead charge to the Metro E-R Commission based on City facilities in an amount in excess of the actual general fund overhead charge (adjusted to exclude portions of the actual general fund overhead charge that represent central services other than oversight and review services) imposed on the E-R Commission by the City of Portland as set forth in the City's proposed budget for Fiscal Year 1989-90. In any event, overhead charges shall not be made in any fiscal year subsequent to Fiscal Year 1990-91. During phase one of the consolidation process, Metro agrees not to impose an excise tax on MERC Facilities for the purpose of funding Metro overhead.

6. REVIEW OF METRO E-R COMMISSION ACTIONS

The Metro E-R Commission will have full autonomy based on the City ERC Model and consistent with Oregon Law. Metro E-R Commission actions shall be subject to review by the Metro Council as presently provided for in the Metro Code. All Requests for Review from aggrieved parties shall be heard by the Metro Council as provided by Oregon Law.

7. LIABILITY BY METRO

Metro accepts full liability for the actions of MERC. Metro agrees to hold harmless and indemnify the City against any claim whatsoever in nature arising out of the Metropolitan E-R Commission's operation of the facilities.

8. GOOD FAITH EFFORT TO RESOLVE ANY OTHER OUTSTANDING ISSUES

To the extent that other issues not previously identified during the negotiation process leading up to this Memorandum of Understanding are identified during the development of a final agreement for phase one of consolidation the parties hereto agree to in good faith resolve all such outstanding issues in as rapid a manner as possible and agree to use the good offices of Robert Ridgley to facilitate the resolution of such issues.

9. FINAL CONSOLIDATION

As soon as a phase one consolidation agreement is approved Metro and MERC will commence moving toward consolidation of other regional facilities and resolving other long term issues in order to bring about a complete consolidation. Final consolidation will require the resolution of issues related to the transfer and control of real property and actual physical structures through an asset transfer, long-term lease or other equivalent arrangement. It is also the intention of the Parties that Metro will assume long-term fiscal responsibility for all regional facilities and will obtain necessary public supported financial resources therefor.

This MEMORANDUM OF UNDERSTANDING is Executed this _____ day of _____, 1989 and is effective upon ratification by the Portland City Council and the Metro Council.

J.E. "Bud" Clark,
Mayor

Rena Cusma,
Executive Officer, Metro

Mike Lindberg,
Commissioner of Public Affairs

Mike Ragsdale,
Presiding Officer, Metro Council

Agenda Item No. _____

Meeting Date _____

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 89-1115 FOR THE PURPOSE OF RATIFYING A MEMORANDUM OF UNDERSTANDING REGARDING CONSOLIDATION OF REGIONAL CONVENTION, TRADE, SPECTATOR AND PERFORMING ARTS FACILITIES PRESENTLY OWNED AND OPERATED BY THE CITY OF PORTLAND AND THE METROPOLITAN SERVICE DISTRICT

DATE: July 12, 1989

PRESENTED BY: Dan Cooper

Background

In May of 1986, the Council adopted via Resolution No. 86-648 the Regional, Convention, Trade, and Spectator Facilities (CTS) Master Plan. This policy document called for the establishment of one regional commission at Metro to manage the region's inventory of convention, trade, and spectator facilities. Among the facilities included in this plan were the Oregon Convention Center, and the facilities managed by the City of Portland's Exposition-Recreation Commission (Memorial Coliseum and Civic Stadium). In May of 1986, the Portland City Council also adopted a resolution supporting this concept.

Steps to implement regional management have continued. The Metro Council established the Metropolitan Exposition-Recreation Commission in the fall of 1987. Appointments were made and confirmed, setting the stage for consolidation of facilities. Since adoption of the CTS Master Plan, the Portland City Council assigned the Portland Center for Performing Arts to the Exposition-Recreation Commission, adding to the mix the Civic Auditorium, Arlene Schnitzer Concert Hall, and the Intermediate Theater Building.

On November 22, 1988, the Council established the Metro Consolidation Task Force to guide discussions with the City of Portland regarding consolidation. The Task Force addressed the full range of issues concerning consolidation. The result of that process is the Memorandum of Understanding attached as Exhibit A to Resolution No. 89-1115.

Proposed Action

Resolution No. 89-1115 ratifies the Memorandum of Understanding (Exhibit A). The Memorandum of Understanding represents a general policy level agreement. Upon ratification, General

Counsel would negotiate a detailed intergovernmental agreement with the City of Portland for future consideration by each Council.

Executive Officer's Recommendation

The Executive Officer recommends that the Council approve Resolution No. 89-1115 ratifying the Memorandum of Understanding with the City of Portland regarding consolidation of regional convention, trade, spectator, and performing arts facilities.

Bob Wiggin - Response to "COUNCIL DISTRICT 7 INTERVIEW QUESTIONS"

1. I feel that my experience in the following areas which are the responsibility of Metro places me in a position to be an excellent representative for District 7:
 - a. Seven years as a member of the Portland Area Boundary Commission.
 - b. Service as a member of the City of Gresham's solid waste committee and member of Metro's Technical Committee on Solid Waste.
 - c. Service as Chair of the East Countee Sub-Committee of the Banfield Citizen's Advisory Committee that worked on the Light Rail Transit proposal.
 - d. Served as an alternate for Senator Otto on the Bi-State Commission and have been nominated by the cities of Fairview, Gresham, Troutdale, and Wood Village to be their representative on this Commission.
2. Metro should be ready to review all problems that are of regional importance and that are included in the legislative mandates. From a operational standpoint Metro should not "bite off more than it can chew". It should be sure that solid waste and the convention center are operational as its top priority.
3. Metro should work in partnership with all of the local governments in the Metro region. If appointed District 7 Councilor, I would work closely with the cities and service districts to assure that their thoughts were brought to the attention of the Metro Council.
4. I feel that I presently have the experience for setting regional policy based on my service as a member of the Boundary Commission. We had to take into consideration the fiscal effects that our decisions had on all levels of local government.
5. I have been involved in all areas of the needs of District 7. This District is primarily four cities that represent about 75,000 citizens of the 80,000 outlined in the question. You will note that each of these cities recommended that I be their representative on the Bi-State Commission. I feel that I have their confidence concerning my abilities. In my opinion the best way to balance the needs of the region is to honestly listen to the concerns of the other members of the Council.
6. Metro should have home rule.

Scoring by Committee Members

[illegible]

DOUGLAS WALTERS

Name of Candidate

MIKE RAGSDALE

Name of Evaluator

METRO COUNCIL DISTRICT 7 POSITION

Evaluation Form

1. Personal Goals for Position

Why does this candidate wish to be a Metro Councilor? (Please circle one number and comment as appropriate)

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

2. Knowledge of Metropolitan Issues

A. Understands the major functions, programs and responsibilities of Metro and upcoming issues. (Please circle one number and comment as appropriate.)

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

B. Understands relationships with other governments in region.

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

3. Duties of Metro Councilor

A. Background and experience in public policy setting.

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

B. Background and experience in using budget as policy setting tool.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

4. Constituent Relations

Experience in working with broad based community concerns; particularly within Metro Council District 7.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

5. Observations

A. Communication Skills: Ability to clearly share thoughts with constituents and fellow Councilors; ability to listen and understand other people's opinions.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

B. Strengths/Weaknesses of Candidate (based on application and any additional information provided):

Comments: _____

TOTAL MAXIMUM POINTS POSSIBLE = 35

TOTAL POINTS AWARDED = _____

CHARLES BECKER

Name of Candidate

MIKE RAGSDALE

Name of Evaluator

METRO COUNCIL DISTRICT 7 POSITION

Evaluation Form

1. Personal Goals for Position

Why does this candidate wish to be a Metro Councilor? (Please circle one number and comment as appropriate)

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

2. Knowledge of Metropolitan Issues

A. Understands the major functions, programs and responsibilities of Metro and upcoming issues. (Please circle one number and comment as appropriate.)

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

B. Understands relationships with other governments in region.

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

3. Duties of Metro Councilor

A. Background and experience in public policy setting.

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

B. Background and experience in using budget as policy setting tool.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

4. Constituent Relations

Experience in working with broad based community concerns; particularly within Metro Council District 7.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

5. Observations

A. Communication Skills: Ability to clearly share thoughts with constituents and fellow Councilors; ability to listen and understand other people's opinions.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

B. Strengths/Weaknesses of Candidate (based on application and any additional information provided):

Comments: _____

TOTAL MAXIMUM POINTS POSSIBLE = 35

TOTAL POINTS AWARDED = _____

A:\ANN\EVALFORM

ROBERT WIGGIN

Name of Candidate

MIKE RAGSDALE

Name of Evaluator

METRO COUNCIL DISTRICT 7 POSITION

Evaluation Form

1. Personal Goals for Position

Why does this candidate wish to be a Metro Councilor? (Please circle one number and comment as appropriate)

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

2. Knowledge of Metropolitan Issues

A. Understands the major functions, programs and responsibilities of Metro and upcoming issues. (Please circle one number and comment as appropriate.)

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

B. Understands relationships with other governments in region..

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

3. Duties of Metro Councilor

A. Background and experience in public policy setting.

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

B. Background and experience in using budget as policy setting tool.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

4. Constituent Relations

Experience in working with broad based community concerns; particularly within Metro Council District 7.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

5. Observations

A. Communication Skills: Ability to clearly share thoughts with constituents and fellow Councilors; ability to listen and understand other people's opinions.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

B. Strengths/Weaknesses of Candidate (based on application and any additional information provided):

Comments: _____

TOTAL MAXIMUM POINTS POSSIBLE = 35

TOTAL POINTS AWARDED = _____

A:\ANN\EVALFORM

MAX TALBOT

Name of Candidate

MIKE RAGSDALE

Name of Evaluator

METRO COUNCIL DISTRICT 7 POSITION

Evaluation Form

1. Personal Goals for Position

Why does this candidate wish to be a Metro Councilor? (Please circle one number and comment as appropriate)

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

2. Knowledge of Metropolitan Issues

A. Understands the major functions, programs and responsibilities of Metro and upcoming issues. (Please circle one number and comment as appropriate.)

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

goal 9 section

B. Understands relationships with other governments in region.

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

3. Duties of Metro Councilor

A. Background and experience in public policy setting.

1) Very Weak

4) Somewhat Strong

2) Somewhat Weak

5) Very Strong

3) Average

Comments: _____

B. Background and experience in using budget as policy setting tool.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

4. Constituent Relations

Experience in working with broad based community concerns; particularly within Metro Council District 7.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

5. Observations

A. Communication Skills: Ability to clearly share thoughts with constituents and fellow Councilors; ability to listen and understand other people's opinions.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

B. Strengths/Weaknesses of Candidate (based on application and any additional information provided):

Comments: _____

TOTAL MAXIMUM POINTS POSSIBLE = 35

TOTAL POINTS AWARDED = _____

A:\ANN\EVALFORM

WENDELL TAMBURRO
Name of Candidate

MIKE RAGSDALE
Name of Evaluator

METRO COUNCIL DISTRICT 7 POSITION

Evaluation Form

1. Personal Goals for Position

Why does this candidate wish to be a Metro Councilor? (Please circle one number and comment as appropriate)

- 1) Very Weak
- 2) Somewhat Weak
- 3) Average

- 4) Somewhat Strong
- 5) Very Strong

Comments: _____

2. Knowledge of Metropolitan Issues

A. Understands the major functions, programs and responsibilities of Metro and upcoming issues. (Please circle one number and comment as appropriate.)

- 1) Very Weak
- 2) Somewhat Weak
- 3) Average

- 4) Somewhat Strong
- 5) Very Strong

Comments: _____

B. Understands relationships with other governments in region.

- 1) Very Weak
- 2) Somewhat Weak
- 3) Average

- 4) Somewhat Strong
- 5) Very Strong

Comments: _____

3. Duties of Metro Councilor

A. Background and experience in public policy setting.

- 1) Very Weak
- 2) Somewhat Weak
- 3) Average

- 4) Somewhat Strong
- 5) Very Strong

Comments: _____

B. Background and experience in using budget as policy setting tool.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

4. Constituent Relations

Experience in working with broad based community concerns; particularly within Metro Council District 7.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

5. Observations

A. Communication Skills: Ability to clearly share thoughts with constituents and fellow Councilors; ability to listen and understand other people's opinions.

- | | |
|------------------|--------------------|
| 1) Very Weak | 4) Somewhat Strong |
| 2) Somewhat Weak | 5) Very Strong |
| 3) Average | |

Comments: _____

B. Strengths/Weaknesses of Candidate (based on application and any additional information provided):

Comments: _____

TOTAL MAXIMUM POINTS POSSIBLE = 35

TOTAL POINTS AWARDED = _____

AGENDA NOTES FOR COUNCIL MEETING AUGUST 8, 1989

To: Mike Ragsdale, Presiding Officer
From: Gwen Ware-Barrett, Clerk of the Council

CALL TO ORDER/ROLL CALL

****ANNOUNCE THE FOLLOWING AGENDA CHANGE:** Item No. 8.4, Consideration of Resolution No. 89-1128, for the Purpose of Amending Resolution No. 89-1103 to Add a Citizen to the Composter Community Enhancement Advisory Committee has been added to the agenda.

1. INTRODUCTIONS

1.1 District 7 Citizens Advisory Committee

A. Announce that due to the July 7, 1989 resignation of District 7 Councilor Sharron Kelley, the Council has been involved in a process to select a person to serve in that position. The selection process was as follows:

1. Advertisements were published in The Oregonian and The Gresham Outlook soliciting candidates to apply for the vacant position.
2. The Council by Resolution No. 89-1122, appointed an eight-member citizen's advisory panel to review and evaluate applicants and advise the Council. The names of the Advisory Committee members were recommended as a result of letters sent to various City, District and neighborhood association and civic organizations.

B. Introduce the Advisory Committee:

Kay Foetisch	Citizen Involvement Coordinator, City of Gresham
George Hysmith	Citizen, District 7
Franklin Jenkins	President, Rockwood Community Group
Penny Malmquist	Multnomah County Director of Office of Emergency Management
Bob McKenzie	President, Northwest Central Gresham Neighborhood Association
Glenn Otto	State Senator, District 11
Sed Stuart	President, Gresham Chamber of Commerce
Marv Woidyla	Vice-chairman, Multnomah County fire District 10 and former mayor of Fairview

C. Announce that the Advisory Committee has received copies of information submitted by candidates. The panel will evaluate candidates' interviews and make recommendations to the Council later tonight.

2. CONSIDERATION OF A CANDIDATE FOR THE VACANT DISTRICT 7 COUNCIL POSITION

2(A). Announce the process will be as follows:

1. The eight candidates will be interviewed by the Council. All candidates will be asked the same six questions. Councilors and citizen members may also ask other questions of candidates, but please hold your questions until the candidate has answered all six interview questions. The order of interviews was randomly determined by lot. I have asked the Council Clerk to monitor the time of each 20-minute interview to ensure each candidate has equal time.
2. After all interviews have been conducted, the Council and the citizen advisory committee will move to fourth floor Conference Room 440 for a dinner break and to receive and consider the citizen review panel's recommendations. That portion of the meeting is open to the public.
3. At approximately 8:35 p.m., Councilors will return to this room to elect a District 7 Councilor. The election process will be as follows:
 - a. Printed ballots listing all eight candidates will be distributed to Councilors. Councilors will vote for one candidate and will sign their ballots. Staff will tally the votes. A candidate will be elected if he or she receives at least six votes. If no candidate receives six votes, a second ballot will be held between the two candidates receiving the most votes on the first ballot. In case of a tie for the first or second spots on the first ballot, all candidates in the first and second spots will be on the second ballot. The same procedure will follow for a third ballot.
 - b. If a second ballot is necessary, Councilors will be distributed additional ballots. Councilors will then vote for one of the two candidates receiving the most votes in the first round of voting. Candidates will sign their ballots which will be tallied by staff. Again, a candidate will be elected if he or she receives at least six votes. If necessary, voting will continue until one candidate receives at least six votes.
4. Once a Councilor is elected, the Council will adopt Resolution No. 89-1127, for the purpose of appointing a Councilor to the vacant District 7 position.

5. The candidate elected by the Council at this meeting will serve until January 7, 1991. There will be a Metro-wide General Election held for the District 7 position in November, 1990.
6. **Announce** the candidates as they are interviewed; give each the same set of instructions:

"You will have 20 minutes to respond to the six interview questions. You can go through the list of questions yourself or I can ask you the questions. Councilors and Advisory Committee members are asked to hold their questions until after all six questions have been answered. If you desire, you may have two minutes for closing statements."

5:05	(1)	Douglas Walters
5:25	(2)	Charles Becker
5:45	(3)	Robert Wiggin
6:05	(4)	Max Talbot
6:25	(5)	Wendell Tamburro
6:45	(6)	J. Ruth McFarland
7:05	(7)	James Walters
7:25	(8)	Michael Weatherby

2(B) Dinner Break in Room 440: Report from the Citizen Advisory Committee on the District 7 Council Vacancy (Open Session) (45 minutes)

1. **Announce** you are calling a five minute recess; and that the meeting will reconvene in Conference Room 440 on the fourth floor. State that the session is open to the public.
2. **Reconvene** the Council and receive a report from Council staff on the composite numerical scores each candidate received. Receive any comments and/or recommendations from the Citizens Advisory Committee.
3. **Recess** the meeting (at 8:30) in order to move back to the Council Chambers for the purpose of voting.

2(C) Selection of a Councilor for the District 7 Position (Council Chamber)

1. **Review** the voting procedures:
 - a. Printed ballots listing all eight candidates will be distributed to Councilors. Councilors will vote for one candidate and sign their ballots. A candidate will be elected if he or she receives at least six votes. If no candidate receives six votes, a second ballot will be held between the two candidates receiving the most votes on the first ballot. In case of a tie for the first or second spots on the first ballot, all candidates in the first and second spots will be on the second ballot. The same procedure will follow for a third ballot.
 - b. Council staff will distribute and collect the ballots and report to you their tally.
2. **Announce** the results of the balloting. Proceed with additional balloting or the next agenda item, as appropriate.

2(D) Consideration of Resolution No. 89-1127, For the Purpose of Appointing a Candidate to Fill the Vacant District 7 Council Position (Action Requested: Motion to Adopt the Resolution)

1. Receive a motion to adopt Resolution No. 89-1127 as amended to add the name of the Councilor and term of office.
2. Discussion: Councilor questions and comments
3. Vote on the motion
4. Congratulate the new Councilor and thank the Citizens Advisory Committee

ADMINISTERING OATH OF OFFICE AND SEATING OF COUNCILOR DISTRICT 7

1. Invite the newly-elected Councilor to the front of the chamber to take the oath of office for Metropolitan Service District Councilor, District 7. *Dan Cooper will* Have him/her raise their right hand and administer the oath as follows:

"I, _____, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oregon, and the laws thereof, and that I will faithfully discharge the duties of Councilor of the Metropolitan Service District, District 7, according to the best of my ability, so help me God."

2. Seat the new Councilor.

IF THE NEWLY-ELECTED COUNCILOR IS NOT PRESENT

Announce that he/she will be sworn in at the earliest possible date prior to the next Council meeting.

- 3. COUNCILOR COMMUNICATIONS
- 4. CITIZEN COMMUNICATIONS TO COUNCIL ON NON-AGENDA ITEMS
- 5. EXECUTIVE OFFICER COMMUNICATIONS
- 6. ORDINANCES: FIRST READINGS

6.1 Ordinance No. 89-306, Amending Ordinance No. 89-294A Revising the FY 1989-90 Budget and Appropriations Schedule to Increase the Executive Officer's Salary in Accordance with Senate Bill 1150

- A. Have the Clerk read the ordinance for a first time by title only.
- B. Announce that you are referring the ordinance to the Finance Committee for a public hearing.

6.2 Ordinance No. 89-307, Amending Ordinance No. 89-294A Revising the FY 1989-90 Budget and Appropriations Schedule for Council Per Diem Requirements

- A. Have the Clerk read the ordinance for a first time by title only.
- B. Announce that you are referring the ordinance to the Finance Committee for a public hearing.

6.3 Ordinance No. 89-308, Amending Ordinance No. 89-294A Revising the FY 1989-90 Budget and Appropriations Schedule for the Purpose of Expanding the Water Quality Study Program and Adding an Associate Management Analyst Position in Executive Management

- A. Have the Clerk read the ordinance for a first time by title only.
- B. Announce that you are referring the ordinance to the Finance Committee for a public hearing.

7. ORDINANCES: SECOND READINGS

REFERRED FROM THE SOLID WASTE COMMITTEE

- 7.1 Ordinance No. 89-300, For the Purpose of Dedicating the St. Johns Reserve Fund for Purposes Established by OAR 340-61-034 (Action Requested: Motion to Adopt the Ordinance)**
- A. Announce** the ordinance was first read before the Council on July 27 and referred to the Council Solid Waste Committee. The Committee held a public hearing on August 1.
 - B. Have** Councilor Hansen, Solid Waste Committee Chair present the committee's report and recommendations.
 - C. Receive** a motion to adopt the ordinance.
 - D. Discussion:** Councilor questions and comments.
 - E. Take** a roll call vote on the ordinance.
 - F. Announce** the results of the vote.

8. RESOLUTIONS

REFERRED FROM THE SOLID WASTE COMMITTEE

8.1 Resolution No. 89-1124, For the Purpose of Awarding a Two-Year Contract to Coates Advertising and Public Relations to Design and Implement Portions of the Public Education and Promotion Program for the Solid Waste Reduction Program (Action Requested: Motion to Adopt the Resolution)

- A. Have Councilor Hansen, Solid Waste Committee Chair present the committee's report and recommendations.
- B. Receive a motion to adopt the resolution.
- C. Discussion: Councilor questions and comments.
- D. Vote on the resolution.

8.2 Resolution No. 89-1113, For the Purpose of Approving a Request for Bids (RFB) Document for Removal of Source Separated Yard Debris from the St. Johns Landfill and Processing the Material Into a Produce (Action Requested: Motion to Adopt the Resolution)

- A. Have Councilor Hansen, Solid Waste Committee Chair present the committee's report and recommendations. Councilor Hansen will refer the Council to the Solid Waste Committee report in their notebooks which was inadvertently omitted from the agenda packet previously mailed to them.
- B. Receive a motion to adopt the resolution.
- C. Discussion: Councilor questions and comments.
- D. Vote on the resolution.

REFERRED FROM CONVENTION, ZOO AND VISITOR FACILITIES COMMITTEE

- 8.3 Resolution No. 89-1115, Ratifying a Memorandum of Understanding Regarding Consolidation of Regional Convention, Trade, Spectator and Performing Arts Facilities Presently Owned and Operated by the City of Portland and the Metropolitan Service District (Action Requested: Motion to Adopt the Resolution)**
- A. Have Councilor Knowles, Convention, Zoo and Visitor Facilities Committee Chair present the committee's report and recommendations.
 - B. Receive a motion to adopt the resolution.
 - C. Discussion: Councilor questions and comments.
 - D. Vote on the resolution.

NON-REFERRED RESOLUTIONS

- 8.4 Resolution No. 89-1128, For the Purpose of Amending Resolution No. 89-1103 to Add a Citizen to the Composter Community Enhancement Advisory Committee (Action requested: Motion to Adopt the Resolution)**
- A. Ask for a motion to suspend the Council's rules requiring non-referred resolutions introduced at the Council level to be referred by the Presiding Officer to a Committee so that the Council as a whole can consider the resolution.
 - B. Vote on the motion to suspend.
 - C. Have Councilor Knowles present the resolution.
 - D. Receive a motion to adopt the resolution.
 - E. Discussion: Councilor questions and comments.
 - F. Vote on the motion to adopt the resolution.

9. COUNCIL COMMITTEE REPORTS

ADJOURN

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING	)	RESOLUTION NO. 89-1128
RESOLUTION NO. 89-1103 TO ADD)	
CITIZENS TO THE COMPOSTER COMMUNITY	)	Introduced by Councilor Buchanan
ENHANCEMENT ADVISORY COMMITTEE	)	and Knowles

WHEREAS, The Council adopted Resolution No. 89-1103 on July 27, 1989 to create a Composter Community Enhancement Advisory Committee and to appoint the membership of the Committee; and

WHEREAS, It would be desirable to expand the representation of citizens on the Advisory Committee, now therefore,

BE IT RESOLVED:

1. That the following citizens are added to the Composter Enhancement Advisory Committee: Tom Lunday, Tina Christensen and Val Layton.
2. That the membership roster of the Advisory Committee is shown on Exhibit A attached hereto.

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

Mike Ragsdale, Presiding Officer

ATTEST:

Clerk of the Council

DEC:aeb
C:\ANN\891128.RES
8/7/89

EXHIBIT A

Resolution No. 89-1128

COMPOSTER COMMUNITY ENHANCEMENT ADVISORY COMMITTEE

- o Roger Buchanan, Chair
Metro Councilor District No. 10
- o David Knowles
Metro Councilor District No. 11
- o Earl Blumenhauer
Portland City Commissioner
- o Sen. Frank Roberts
State Senate District No. 9
- o Rep. Ron Cease
District No. 19
- o Gordon Hunter
Chair of Cully Association of Neighborhoods
- o Tom Lunday
Central Northeast Neighborhoods
- o Ed Washington
Concordia Community Association
- o Addie Lindstrom
Citizen-at-Large
- o Dr. Frank Shields
Citizen-at-Large
- o Tina Christensen
Citizen-at-Large
- o Val Layton
Citizen-at-Large

DEC:aeb
A:\ANN\891129.RES
8/7/89

COMMITTEE REPORT

RESOLUTION NO. 89-1113, FOR THE PURPOSE OF APPROVING A REQUEST FOR BIDS (RFB) DOCUMENT FOR REMOVAL OF SOURCE SEPARATED YARD DEBRIS FROM THE ST. JOHNS LANDFILL AND PROCESSING THE MATERIAL INTO A PRODUCT

Date: July 28, 1989

Presented by: Councilor
Hansen

Committee Recommendation: The Solid Waste Committee voted 4 to 0 to recommend Council adoption of Resolution No. 89-1113. Councilors voting: Hansen, Buchanan, Ragsdale and Wyers. (One vacancy existed on the Committee at the time of the vote.) This action taken July 25, 1989.

Committee Discussion/Issues: In May 1987, the Council approved a contract with Grimm's Fuel Company to remove source separated yard debris material from the St. Johns Landfill storage area. That contract expired in June of 1988 but Grimm's has continued to remove material from St. Johns for the same price provided in the 1987 contract.

The proposed RFB would initiate the process for a new agreement to remove yard debris material from the St. Johns Landfill. The length of the contract would be approximately two years or until Metro stops accepting commercial and residential yard debris at the facility.

The Solid Waste Committee asked if the proposed contract has been budgeted. The Solid Waste staff stated that \$120,000 has been allocated in the FY 1989-90 Solid Waste Budget for the project. Funds have not been allocated for FY 1990-91.

The Committee asked what opportunities were available to disadvantaged business enterprises. The Solid Waste staff stated that hauling of the yard debris could be subcontracted.

There was no further Committee discussion or comments.

GH:RB:pa
A:\RAYB.098

CONVENTION, ZOO & VISITORS
FACILITIES COMMITTEE REPORT

Agenda Item No. 8.3

Meeting Date August 8, 1989

RESOLUTION NO. 89-1115, RATIFYING A MEMORANDUM OF UNDERSTANDING REGARDING CONSOLIDATION OF REGIONAL CONVENTION, TRADE, SPECTATOR AND PERFORMING ARTS FACILITIES PRESENTLY OWNED AND OPERATED BY THE CITY OF PORTLAND AND THE METROPOLITAN SERVICE DISTRICT

Date: August 4, 1989

Presented by: Councilor Knowles

COMMITTEE RECOMMENDATION: At the August 3, 1989 meeting, Convention, Zoo & Visitors Facilities Committee members -- Councilors Buchanan, DeJardin, Van Bergen and myself -- voted 3 to 1 (Councilor Van Bergen dissenting) to recommend Council adoption of Resolution No. 89-1115.

COMMITTEE DISCUSSION/ISSUES: The Committee heard testimony from Lee Fehrenkamp, General Manager, City of Portland Exposition-Recreation Commission (City ERC) and posed questions to Dan Cooper, Metro General Counsel, regarding specifics of the Memorandum of Understanding (MOU). Mr. Fehrenkamp, who is also the acting General Manager of the Metropolitan Exposition-Recreation Commission (Metro ERC), spoke on behalf of both Commissions in support of the MOU and efforts to bring about consolidation. He said staff has been operating under a consolidation concept and noted the joint request for proposals for concessions and catering management for the Oregon Convention Center under the Metro ERC and the Memorial Coliseum complex and Civic Stadium under the City ERC. The Commissions expect to award a joint contract within 10 days to select one provider for all facilities.

Committee members asked Dan Cooper about potential consolidation financing, the MOU proposed budget review process, and any legal impacts if Metro did not support the MOU. Regarding financing, Public Financial Management, Inc. (formerly Government Finance Associates) will complete a consolidation financing analysis for review in September. The Committee discussed different funding possibilities and General Counsel noted a separate serial levy was an option if needed. Regarding the MOU budget approval process, Mr. Cooper said the primary financial concerns during MOU negotiations were overhead allocation and dedicated facility revenue "cross subsidization" (i.e. ensuring the City ERC reserve funds are used only for City facilities and the hotel/motel tax is used only for the Convention Center, as designated). He said joint budget review and approval between governments was not uncommon but acknowledged details of the process (review criteria, timing, deadlines) would have to be worked out in an implementing agreement. Finally, Mr. Cooper said if Metro did not support consolidation, the Council ordinance creating the Metro ERC would not be violated. However, the current joint marketing/non-competition agreement between the City ERC and the Metro ERC would probably have to end, under Oregon Anti-Trust law, if consolidation is not pursued.

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a:\res1115.cr

Scoring by Committee Members

[illegible]

TO: All Metro Councilors
FROM: TR Factor

RE: Metro Contract with Jack Gray Transport, Inc. (JGT)
Update as of Monday, August 7, 1989.

QUESTION: How well is Jack Gray Transport, Inc., meeting their contractual obligation with the Metropolitan Service District (Metro)?

Required permits from the Public Utility Commission:

As the Council knows, JGT does not have the permits necessary to operate intrastate Oregon. The following is an excerpt from a Motion to the Public Utility Commission from Paul A. Graham, Assistant Attorney General of Attorneys for the Public Utility Commission, dated August 4, 1989:

"By a letter dated August 1, 1989, applicant (Jack Gray Transport, Inc.) refused to provide the information requested by Staff." "Staff requires that information in order to evaluate whether the rates applicant proposes to charge are compensatory and whether the applicant has sufficient capital to start and sustain the enterprise. Several questions relate to safety concerns.

"Staff and the Commission must have this information in order to evaluate whether applicant is fit, willing and able to operate as a motor carrier in the State of Oregon. See ORS 767.135(4). Absent this information, the record in this case will be insufficient to enable the Commission to grant a certificate to applicant." (emphasis supplied)

That means no PUC permit.

The Contract itself, page III-1, states: "II. Scope of Work. The Contractor, in consideration of the sum to be paid him/her by Metro and of the covenants and agreements herein contained, hereby agrees, at his/her own cost and expense, to furnish all permits, personnel, labor, equipment, materials, sites, supplies, trucks, tools, appliances, machinery, appurtenances and other items necessary to provide the waste transport services as specified in the Contract Documents and to do, keep, perform, and furnish all matters and things called for and described in the Contract Documents or necessarily implied therefrom, in the manner and under the terms and conditions prescribed by the Contract Documents."

On June 23, 1989, JGT applied for \$16,600,000 in tax-exempt revenue bonds from the Oregon Economic Development Commission. On July 11, 1989, the office of the Attorney General ruled JGT ineligible for bonds on several grounds, one being the fact that bonds cannot be issued on rolling stock or other highly moveable equipment because it

could easily be driven right out of the state and the other being the fact that JGT is not engaged in a "project (which) will produce goods or services which are sold in markets for which national or international competition exists. Jack Gray Trucking will be supplying its service exclusively to Metro. There is no competition of any sort."

During the August 1, 1989, meeting of the Port of Arlington Commission when JGT was again trying to get tax-exempt revenue bonds to pay for their equipment, Doug Courson, one of Jack Gray's lawyers, said, "We can't spend a dime -- not one red cent -- until we get an Inducement Resolution." An Inducement Resolution is basically an acknowledgement that bonds will be issued, tax-exempt monies will be issued. That previous Attorney General opinion, and other matters of law, will again prevent any such issuance. Additionally, the Port of Arlington apparently has its own restrictions. When they issued bonds to Chem Security in 1981, the minutes of their November 10, 1981, meeting stated, "Also, by law, all monies must be spent in this County; commitment is to spend bond proceeds in this County area." Their minutes of February 2, 1982, stated, "Mr. Palmer (Northwest Operations Manager for CSSI, Chem Security) again emphasized that all IRB (Industrial Revenue Bond) assets will be spent or permanently placed at the Arlington site, as prescribed by law and detailed in the bond agreements." Obviously, Jack Gray Transport cannot spend bond proceeds in Gilliam County because there are no tractor manufacturers, no trailer manufacturers, in Gilliam County.

The Contract clearly states that the Contractor agrees, at his own expense, to furnish all permits...sites...equipment ...trucks, yet they "can't spend a dime -- not one red cent--" without the revenue bonds.

JGT also maintained that no land use permits were required yet that is certainly not the case. It wasn't until July 14, 1989, nearly three weeks after their 90-Day Report was due, that they finally came to grips with that and submitted an application for a Conditional Use Permit in Gilliam County. Attached is a letter from the Gilliam County Planning Department stating an August 4, 1989, deadline for responses. That deadline was not met. If, indeed, JGT does provide the required information, the earliest the process can begin is sometime in September. Also, in the event a permit eventually is granted, it most certainly will be appealed, causing the process to extend well into 1990.

I have already mentioned to you that JGT's Conditional safety rating has never been upgraded to Satisfactory.

It is now six weeks past JGT's 90-Day Report. There are still no orders placed for tractors or trailers, yard goats or office building, as stipulated therein. None of their subcontracts, as listed, have been executed. As for their alleged "Mitigation of Transportation Impacts on Gilliam County," it can be seen in the letter from the Gilliam County Planning Department that there is much to be done in mitigating the transportation impacts and none of it has yet been accomplished.

The Contract, page III-2, states, "Remedies for Default In the event Contractor shall fail to perform the Contract at the times and in the manner set forth in the Contract Documents, Metro shall be entitled to all the rights and remedies which this Contract provides as well as all of the remedies which are provided by law. Nothing in this Contract shall be construed as limiting or reducing the remedies provided by law which Metro would have in the absence of any provision or provisions of the Contract."

Jack Gray Transport has already failed to perform the requirements in the 90-Day Report. The PUC process is at stalemate, and no permits will be issued, because of JGT's refusal to provide financial data. The land use application in Gilliam County is only in beginning stages. They apparently cannot buy equipment without first getting revenue bonds to pay for it.

WHAT WILL IT TAKE FOR METRO TO FIND JGT IN DEFAULT?

Part of the blame for this debacle must lie with Metro. During the November 22, 1988, prebid conference, one of the questions relating to bidders was "...you didn't go through any qualification steps?" Metro's Chuck Geyer responded, "No, there was no prequalification for this project."

Incidentally, I have still not received any response to my written requests dated 27 July 1989 although I did receive a copy of JGT's letter of credit from Mr. Phelps. Also, why did Metro give the \$2.5 million (plus interest) to Jack Gray when the check was written from a trust account on a Lindsay Hart check and signed by one of the senior partners?

I am most interested in hearing full Council response to these questions, particularly as to what it will take for Metro to find JGT in default.

Thank you.

112 TACTOR

Gilliam County Planning Department

P.O. Box 427, Courthouse, Condon, Oregon 97823

Ph. 384-4243 2381

July 24, 1989

David T. Douthwaite
Lindsay, Hart, Neil & Weigler
Suite 1800 222 S.W. Columbia
Portland, OR 97201-6618

RE: Response to Jack Gray Conditional Use Application

Mr. Douthwaite:

I received your application for a Conditional Use Permit on July 14, 1989. After having done a preliminary review of your application I find that you need to provide the following information before it can be considered complete.

1. Road and traffic impacts. This is the application's major deficiency. In a meeting with JGT representatives last April, it was agreed that a traffic study would be needed. The following information will be needed before the application can be deemed complete and, also, in order to address code section 7.010 (1) (A) (h):

- The estimated number of vehicle trips (particularly trucks) per day JGT will generate in year one and subsequent years.
- The condition, usage and carrying capacity of Cedar Springs Road, Highway 19 and any other roads to be used in the City of Arlington, and the impacts thereon resulting from JGT's use. Review OWS's findings at pages 26-28.
- JGT's role in maintaining and improving Cedar Springs Road. JGT previously received the Roadway Improvement and Maintenance Agreements. JGT will probably want to propose and justify the appropriate allocation of roadway improvement and maintenance costs as between itself and CSSI.

2. Noise and related impacts. The main concerns regarding noise are in the City of Arlington, particularly where the trucks first enter the city, and at the intersection of Highway 19 and Cedar Springs Road. According to OWS's findings at page 59, there is a state noise standard, which needs to be addressed. Also, review sections 7.010 (1) (B) (a) and (f).

Gilliam County Planning Department

P.O. Box 427, Courthouse, Condon, Oregon 97823

Ph. 384-4243 2381

Noise related impacts Cont.

Mitigation of noise and other impacts will likely be needed as concerns the Sumner property at the intersection of Highway 19 and Cedar Springs Road. Address the impact on Arlington if traffic flow is altered according to the schedule proposed by the Friends of the Gorge.

3. Comprehensive Plan, Part 3, Policy 10. More evidence and specificity needs to be provided regarding this policy. Review OWS's finding at page 19.

4. Duration of conditional use permit. Section 7.010 (1) (B) (h) requires a time limit on the permit. Renewal could be based on reaching a certain volume of traffic, initiation of construction or a set date. Does JGT have a proposal?

5. Additional evidence and findings. Assuming the application will be approved by the planning commission, JGT will be expected to submit proposed findings. To support the findings additional evidence, either written or in testimony at the hearings, will probably be needed to satisfy the "necessary" requirement in ORS 215.213 (1) (i). Explanation and clarification of the first sentence on page 18 of JGT's application is also advised. To avoid inadvertent contradictions with OWS's findings, JGT's approval findings will need to specifically state which of the landfill findings are being incorporated.

6. Filing Fee. A check for \$17,000 is needed before the application can be deemed complete. (This amount can be submitted at the beginning of the first hearing.) This will cover the estimated costs of processing the application, including an estimated three public hearings. After a final decision is reached, JGT will be given an accounting of costs and either a refund or a bill for additional fees. If there should be an appeal County Costs for this would be billed every 30 days.

Because a staff report cannot be prepared until the above information is provided, there will not be an August 7 Planning Commission hearing. If the necessary information can be received by Friday, August 4, the County would attempt to proceed on the following schedule:

Gilliam County Planning Department

P.O. Box 427, Courthouse, Condon, Oregon 97823

Ph. 384-4243-2381

Proposed Hearing Schedule Cont.

Tuesday, August 8: Submit notice for publication;

Monday, August 14: Mail staff report;

Monday, August 21: First Planning Commission hearing;

Monday, August 28: Second Planning Commission hearing; and

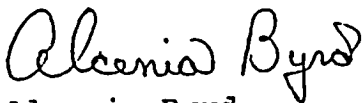
Monday, September 11: Third Planning Commission hearing, if necessary.

This is a tentative schedule that will need to be confirmed with the members of the Planning Commission. If it will not be possible for JGT to submit the additional information by August 4, please let the County know as soon as possible and the tentative schedule will be revised accordingly.

I know this must seem a long process. It is my best judgement that we need to make sure this application is complete, and that all issues are addressed as soon as possible in the process. This will help to eliminate an incomplete application causing an appeal which would be more time consuming down the line.

If you have any questions or if you feel you would like to meet with me at any time feel free to call.

Sincerely,



Alcenia Byrd
Planning Director

cc: Jeff Bachrach
Doug DuVries
Rick Daniels
Gilliam County Court
Gilliam County Planning Commission
City of Arlington
Pat Wolke, DA

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

In the Matter of the Application) MF 5065
of Jack Gray Transport, Gary,)
Indiana, Pursuant to ORS Chapter 767) TESTIMONY

TESTIMONY of James G. Ashbaugh, on behalf of Columbia River Gorge
Commission.

Q: What is your name, address, and your current employment?

A: James G. Ashbaugh, Professor of Geography, Portland State University,
 P. O. Box 751, Portland, OR 97207.

Q: Please give a brief description of your education and training.

A: I have given you a resume' which you can attach to my testimony.

Q: Are you familiar with the Metropolitan Service District (METRO) in the
 Portland area?

A: Yes. I live and work within the boundaries of the district. METRO is
 frequently a subject of discussion in my classes.

Q: Are you aware that METRO is responsible for the system of solid waste
 disposal with the district?

A: Yes.

Q: How many households contribute solid waste into the METRO system?

A: There are approximately 400,000 single-family dwellings that contribute
 solid waste to the METRO waste stream. In addition, there were 144,991
 apartment units that contribute waste within the district, as of 1986.
 There are approximately 25,000 apartment units being added each year. So
 the total number of dwelling units generating solid waste in the METRO
 district today is about 595,000.

- Q: Are you familiar with the bids submitted to METRO to haul the district's solid waste from Portland to the landfill at Arlington?
- A: I know bids were received from a railroad, a barge company and several trucking firms.
- Q: Do you know the amount and source of the low bid and the bid of lowest of a rail or barge company?
- A: Yes. Jack Gray Transport, a trucking firm, submitted the low bid, \$208 million. Knappton Corporation, a barge firm, submitted the lowest bid from a barge or rail company, \$230 million.
- Q: So the difference between the two bids is approximately \$20 million?
- A: Yes.
- Q: Do you know the term of Jack Gray's contract with METRO?
- A: Yes. It is a 20-year contract.
- Q: Have you calculated the cost per household per month of the difference between the Knappton Corporation bid and the Jack Gray bid?
- A: Yes, I have. Assuming all dwelling units--single-family and apartments--contribute waste and are, in effect, ratepayers, the cost per household per month is 14 cents. That's \$20 million divided by the 20 years of the contract, divided by 12 months, divided by 595,000 dwelling units in METRO's district boundaries. If we count only the single-family dwellings, the cost per household per month is 21 cents.
- Q: What is the source of the number of single-family dwellings that contribute to the solid waste stream and the number of apartments in the METRO district?
- A: The information comes from METRO's solid waste and planning divisions.

Q: Did you consider the contributions to the waste streams by commercial or industrial sources of solid waste?

A: No, I did not figure those sources into the calculations. Obviously, they make significant contributions. If commercial and industrial sources shared the cost of the difference between the Jack Gray Transport and Knappton Corporation bids, the cost per household and other sources would be much less than my above estimate.

2nd

Ballot



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

METRO

COUNCIL DISTRICT 7 BALLOT

August 8, 1989

Write the name of one candidate
below. Sign your ballot.

Keith Mc Farlane

Councilor

John D. Farlane

COUNCIL DISTRICT 7 BALLOT

August 8, 1989

Write the name of one candidate
below. Sign your ballot.

Beth McFarland

Councilor Collins

COUNCIL DISTRICT 7 BALLOT

August 8, 1989

Write the name of one candidate
below. Sign your ballot.

Max Talbot

Councilor

George A. Berger

COUNCIL DISTRICT 7 BALLOT

August 8, 1989

Write the name of one candidate
below. Sign your ballot.

R. MACFARLAND

Councilor

R. DEKIN

COUNCIL DISTRICT 7 BALLOT

August 8, 1989

Write the name of one candidate
below. Sign your ballot.

J. Ruth McFarland

Councilor Jim Gardner

COUNCIL DISTRICT 7 BALLOT

August 8, 1989

Write the name of one candidate
below. Sign your ballot.

Robin McFarland

Councilor Knowles

COUNCIL DISTRICT 7 BALLOT

August 8, 1989

Write the name of one candidate
below. Sign your ballot.

Ruth McFarland

Councilor GARY HANSEN

COUNCIL DISTRICT 7 BALLOT

August 8, 1989

Write the name of one candidate
below. Sign your ballot.

Ruth McFarland

Councilor

Indy Wyles

COUNCIL DISTRICT 7 BALLOT

August 8, 1989

Write the name of one candidate
below. Sign your ballot.

Talbot

Councilor

L. Bauer

COUNCIL DISTRICT 7 BALLOT

August 8, 1989

Write the name of one candidate
below. Sign your ballot.

TALBOT

Councilor

DeJudy

COUNCIL DISTRICT 7 BALLOT

August 8, 1989

Write the name of one candidate
below. Sign your ballot.

TALBOT

Councilor

Reynolds

District 7
8/8/89

1st
Ballot



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

METRO

COUNCIL DISTRICT 7 BALLOT

August 8, 1989 FIRST BALLOT

Circle your choice. Vote for one.
Please sign your ballot.

1. Douglas Walters
2. Charles Becker
3. Robert Wiggin
4. Max Talbot
5. Wendell Tamburro
6. J. Ruth McFarland
7. James Walters

~~8. Michael Weatherby~~

Councilor

Indeflyers

COUNCIL DISTRICT 7 BALLOT

August 8, 1989 FIRST BALLOT

Circle your choice. Vote for one.
Please sign your ballot.

1. Douglas Walters
2. Charles Becker
3. Robert Wiggin
4. Max Talbot
5. Wendell Tamburro
6. J. Ruth McFarland
7. James Walters
8. ~~Michael Weatherby~~

Councilor

Knobles

COUNCIL DISTRICT 7 BALLOT

August 8, 1989 FIRST BALLOT

Circle your choice. Vote for one.
Please sign your ballot.

1. Douglas Walters
2. Charles Becker
3. Robert Wiggin
4. Max Talbot
5. Wendell Tamburro
6. J. Ruth McFarland
7. James Walters
8. ~~Michael Weatherby~~

Councilor

Jim Gardner

COUNCIL DISTRICT 7 BALLOT

August 8, 1989 FIRST BALLOT

Circle your choice. Vote for one.
Please sign your ballot.

1. Douglas Walters
2. Charles Becker
3. Robert Wiggin
4. Max Talbot
5. Wendell Tamburro
6. J. Ruth McFarland
7. James Walters
8. ~~Michael Weatherby~~

Councilor


R. DEUHIN

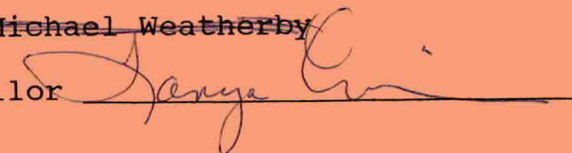
COUNCIL DISTRICT 7 BALLOT

August 8, 1989 FIRST BALLOT

Circle your choice. Vote for one.
Please sign your ballot.

1. Douglas Walters
2. Charles Becker
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4. Max Talbot
5. Wendell Tamburro
6. J. Ruth McFarland
7. James Walters
8. ~~Michael Weatherby~~

Councilor




COUNCIL DISTRICT 7 BALLOT

August 8, 1989 FIRST BALLOT

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Please sign your ballot.

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4. Max Talbot
5. Wendell Tamburro
6. J. Ruth McFarland
7. James Walters
8. ~~Michael Weatherby~~

Councilor



COUNCIL DISTRICT 7 BALLOT

August 8, 1989 FIRST BALLOT

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Please sign your ballot.

1. Douglas Walters
2. Charles Becker
3. Robert Wiggin
4. Max Talbot
5. Wendell Tamburro
6. J. Ruth McFarland
7. James Walters
- ~~8. Michael Weatherby~~

Councilor Lawrence Bauer

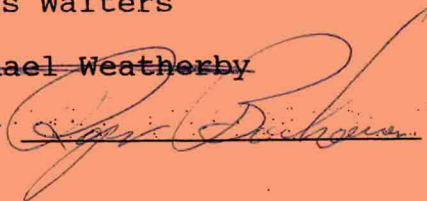
COUNCIL DISTRICT 7 BALLOT

August 8, 1989 FIRST BALLOT

Circle your choice. Vote for one.
Please sign your ballot.

1. Douglas Walters
2. Charles Becker
3. Robert Wiggin
4. Max Talbot
5. Wendell Tamburro
6. J. Ruth McFarland
7. James Walters
8. ~~Michael Weatherby~~

Councilor

A handwritten signature in dark ink, appearing to read "John Richardson", is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

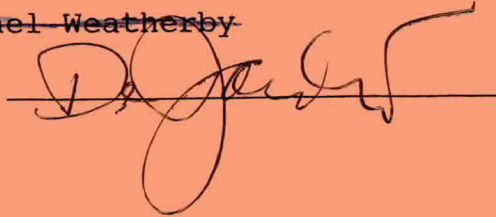
COUNCIL DISTRICT 7 BALLOT

August 8, 1989 FIRST BALLOT

Circle your choice. Vote for one.
Please sign your ballot.

1. Douglas Walters
2. Charles Becker
3. Robert Wiggin
4. Max Talbot
5. Wendell Tamburro
6. J. Ruth McFarland
7. James Walters
- ~~8. Michael Weatherby~~

Councilor

A handwritten signature in black ink, appearing to read "Max Talbot", is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke at the end.

Ragsdale

COUNCIL DISTRICT 7 BALLOT

August 8, 1989 FIRST BALLOT

Circle your choice. Vote for one.
Please sign your ballot.

1. Douglas Walters
2. Charles Becker
3. Robert Wiggin
4. Max Talbot
5. Wendell Tamburro
6. J. Ruth McFarland
7. James Walters
- ~~8. Michael Weatherby~~

Councilor _____

COUNCIL DISTRICT 7 BALLOT

August 8, 1989 FIRST BALLOT

Circle your choice. Vote for one.
Please sign your ballot.

1. Douglas Walters
2. Charles Becker
3. Robert Wiggin
4. Max Talbot
5. Wendell Tamburro
6. J. Ruth McFarland
7. James Walters
8. ~~Michael Weatherby~~

Councilor

