



METRO

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

Agenda

Meeting: Council Meeting

Date: May 12, 1988

Day: Thursday

Time: 5:30 p.m.

Place: Council Chamber

REVISED AGENDA

Items 9, 10.1, 10.2
and 10.3 have been
added to the agenda

Approx.
Time*

Presented By

5:30

CALL TO ORDER
ROLL CALL

1. Introductions
2. Written Communications to Council on Non-Agenda Items
3. Citizen Communications to Council on Non-Agenda Items
4. Executive Officer Communications
5. Councilor Communications

6. ORDINANCES
SECOND READING

5:50
(5 min.)

- 6.1 Consideration of Ordinance No. 88-248, for the Waker
Purpose of Establishing a Builder's License *BUSINESS*
Program (Referred from the Intergovernmental
Affairs Committee)
(Action Requested: Adoption of Ordinance)

7. RESOLUTIONS

REFERRED FROM THE ZOO COMMITTEE

5:55
(5 min.)

- 7.1 Consideration of Resolution No. 88-920, for the Kelley
Purpose of Entering Into an Contract with
Guthrie Slusarenko & Associates for the Purpose
of Designing and Managing the Construction of
the Africa Exhibit, Phase III
(Action Requested: Adoption of the Resolution)

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

(continued)

Approx.
Time*

Presented By

7. RESOLUTIONS (Continued)

REFERRED FROM THE INTERGOVERNMENTAL RELATIONS COMMITTEE

6:00 (10 min.)	7.2	Consideration of Resolution No. 88-897, for the Purpose of Amending the Transportation Improvement Program for the Transit Capital Improvements (Action Requested: Adoption of the Resolution)	Waker
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REFERRED FROM THE SOLID WASTE COMMITTEE

6:10 (10 min.)	7.3	Consideration of Resolution No. 88-866A, for the Purpose of Suspending Memorandum of Understanding Negotiations with Combustion Engineering for a Refuse-Derived Fuel Facility, Pending Approval of a Facility Site (Action Requested: Adoption of the Resolution)	Hansen
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6:20 (10 min.)	7.4	Consideration of Resolution No. 88-867, for the Purpose of Continuing Memorandum of Understanding Negotiations with Riedel Environmental Technologies for a Mass Composting Facility (Action Requested: Adoption of the Resolution)	Hansen
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6:30 (5 min.)	7.5	Consideration of Resolution No. 88-888A, for the Purpose of Evaluating Source Separated Recycling Alternatives (Action Requested: Adoption of the Resolution)	Hansen
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8. ORDERS

6:35 (1 hour)	8.1	Consideration of Order No. 88-18, ⁸⁷⁻⁵ in the Matter of Contested Case No. 88-18 , a Petition for a Major Amendment to the Urban Growth Boundary by BenjFran Development Company (Action Requested: Adoption of the Order)	D. Cooper
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7:35 (20 min.)	9.	EXECUTIVE SESSION, Held Under the Authority of ORS 192.660(1)(h), for the Purpose of Discussing Litigation Matters with General Counsel Relating to the Clackamas Transfer & Recycling Center (No Action)	D. Cooper
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* All times listed on this agenda are approximate. Items may not be considered in the exact order listed.

(continued)

Metro Council
May 12, 1988
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Approx.
Time*

Presented By

10. RESOLUTIONS

REFERRED FROM THE PLANNING & DEVELOPMENT COMMITTEE

7:55 (10 min.)	10.1 <u>Consideration of Resolution No. 88-915, for the Purpose of Supporting an Amendment to the State Statute to Provide for an Elected Council and an Appointed Executive</u> (Action Requested: Adoption of the Resolution)	Knowles
8:10 (10 min.)	10.2 <u>Consideration of Resolution No. 88-917, for the Purpose of Supporting an Amendment to the State Statute to Increase the Size of the Council to 13 Members</u> (Action Requested: Adoption of the Resolution)	Knowles
8:20 (10 min.)	10.3 <u>Consideration of Resolution No. 88-916, for the Purpose of Supporting Amendments to the State Statutes to Allow the Metropolitan Service District Council to Reapportion Itself and Allow Full Use of the Voters' Pamphlet for District Measures</u> (Action Requested: Adoption of the Resolution)	Knowles

8:30 11. COMMITTEE REPORTS

8:35 ADJOURN

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

amn
9475C/D1-3
05/10/88



METRO

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

Memorandum

Date: May 13, 1988

To: Metro Councilors
Executive Officer
Interested Staff

From: Marie Nelson, Clerk of the Council *amm*

Regarding: COUNCIL ACTIONS OF MAY 12, 1988

<u>Agenda Item</u>	<u>Action Taken</u>
6.1 Ordinance No. 88-248, Establishing a Builder's Business License Program (Second Reading)	Adopted as amended (Waker/Hansen; 12/0 vote)
7.1 Resolution No. 88-920, Contract with Guthrie Slusarenko & Assoc. for Design and Construction Management of the Zoo's Africa Exhibit, Phase III	Consideration deferred to May 26 at staff's request
7.2 Resolution No. 88-897, Amending the Transportation Improvement Program for Transit Capital Improvements	Adopted (Waker/Knowles; 11/0 vote)
7.3 Resolution No. 88-866A, Suspending MOU Negotiations with Combustion Engineering for a RDF Facility, Pending Approval of a Facility Site	Adopted (Hansen/Cooper; 12/0 vote)
7.4 Resolution No. 88-867, Continuing MOU Negotiations with Riedel Environmental Technologies for a Mass Composting Facility	Adopted as amended (Hansen/Cooper; 12/0 vote)
7.5 Resolution No. 88-888A, Evaluating Source Separated Recycling Alternatives	Adopted (Kirkpatrick/Gardner; 11/1 vote)
8.1 Order No. 88-18, in the Matter of Contested Case No. 87-5, a Petition for a Major Amendment to the UGB by BenjFran Development Company	Adopted (Gardner/Kirkpatrick; 6/5 vote) (The Order was in support of the Hearings Officer's recommendation to deny BenjFran's petition to amend the UGB)

(continued)

Council Actions of May 12, 1988

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Agenda Item

Action Taken

- | | |
|--|---|
| 8.1 Order No. 88-18, in the Matter of Contested Case No. 87-5, a Petition for a Major Amendment to the UGB by BenjFran Development Company | Adopted (Gardner/Kirkpatrick; 6/5 vote)
(The Order was in support of the Hearings Officer's recommendation to deny BenjFran's petition to amend the UGB) |
| 9.0 Discussion Concerning a Recent Decision by the Clackamas County Circuit Court that Metro is in Violation of the City of Oregon City's Conditional Use Permit Imposing a 700 Ton per Day Limit on Waste Entering the CTRC | Motion carried to request the Presiding Officer negotiate with the Executive Officer to instruct General Counsel to file an appeal of the Court's decision Van Bergen/Kirkpatrick; (7/5 vote). The Presiding Officer also requested a subcommittee of the Council Solid Waste Committee monitor staff's activities and advise the Council on programs to comply with the tonnage limit. |
| 10.1 Resolution No. 88-915, Supporting an Amendment to the State Statute to Provide for an Elected Council and an Appointed Executive | Motion failed to carry that would have adopted the resolution (Knowles/Kirkpatrick; 6/6 vote) |
| Resolution No. 88-915A, Supporting Retention of the Current Metro Governance System | Motion failed to carry that would have adopted the substitute resolution (Knowles/Van Bergen; 6/6 vote) |
| 10.2 Resolution No. 88-917, Supporting an Amendment to the State Statute to Increase the Size of the Council to 13 Members | Motion failed to carry that would have adopted the resolution (Knowles/Bonner; 5/7 vote) |
| 10.3 Resolution No. 88-916, Supporting Amendments to the State Statutes to Allow the Council to Reapportion Itself and Allow Full Use of the Voters' Pamphlet | Adopted (Knowles/DeJardin; 9/3 vote). A motion to delete provisions for the Council to reapportion itself failed to carry (Bonner/Kelley; 4/8 vote). |

NOTE: It was acknowledged that although Resolution Nos. 88-915, 917 and 916 failed to receive unanimous endorsements, Councilors' varied opinions would be forwarded to the Task Force on Metropolitan Government for further discussion.



METRO

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

Memorandum

Agenda Item No. 6.1

Date: May 12, 1988

Meeting Date May 12, 1988

To: Metro Council

From: Councilor Richard Waker ^{RW}
Chair, Intergovernmental Relations Committee

Regarding: COMMITTEE REPORT ON MAY 12, 1988, COUNCIL MEETING
AGENDA ITEM 6.1: CONSIDERATION OF ORDINANCE NO. 88-248,
FOR THE PURPOSE OF ESTABLISHING A BUILDER'S BUSINESS
LICENSE PROGRAM

The Intergovernmental Relations Committee considered Ordinance No. 88-248 at its April 26, 1988, meeting. In attendance were Councilors DeJardin, Kelley, Kirkpatrick and Waker. Councilor Collier was excused.

The Committee unanimously recommends adoption of the ordinance as amended. The proposed amendments are as follows:

1. In Section 2.09.030 Eligibility and License Issuance: Amendments are suggested by department staff to clarify specifically what conditions must be met by a builder for a license to be issued.
2. In Section 2.09.060 License Applicability: An amendment was suggested by the League of Oregon Cities to clarify and make the ordinance consistent with the statutory language regarding applicability of the license provisions.

The Committee also recommended that the license fee stated in Section 2.09.100 be removed and language inserted to the effect that the fee would be established by adoption of a resolution. Because of an oversight such change was not made. Subsequent to the Committee's consideration of this ordinance, General Counsel issued an opinion stating that fees must be set by ordinance (see attached letter dated May 11, 1988). The Committee was apprised of this development at its May 10, 1988, meeting and indicated that the amount of the fee was not an issue in its earlier deliberation but rather just the manner of setting the fee. Department staff has indicated that based on the cost of administering the program the fee should be set at \$110 per year rather than the \$125 as now stated in the proposed ordinance. If the Council agrees then Ordinance No. 88-248 should be further amended in Section 2.09.100 to set the fee at \$110.

DEC/gl
9532C/D2

Attachment



METRO

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

Memorandum

Date: May 3, 1988

To: Metro Councilors

From: Marie Nelson, Clerk of the Council *mm*

Regarding: ORDINANCE NO. 88-248, ESTABLISHING THE
METRO BUILDER'S BUSINESS LICENSE PROGRAM

The attached ordinance reflects amendments recommended by the Council Internal Affairs Committee. Language proposed to be added is underlined and language proposed to be deleted is shown in brackets. The Committee's report will be presented at the Council meeting.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

AN ORDINANCE ESTABLISHING THE	)	ORDINANCE NO. 88-248
METRO BUILDER'S BUSINESS LICENSE)	
PROGRAM	)	Introduced by Rena Cusma,
	)	Executive Officer

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

Section 1. Chapter 2.09, Builder's Business License, is added to the Code of the Metropolitan Service District to be numbered, titled and to read as follows:

Chapter 2.09 Builder's Business License

2.09.010 Purpose and Authority:

(a) The purpose of this ordinance is to provide a procedure for the District to issue Builder's Business License, establish a fee for the license, and distribute to participating jurisdictions the fees collected by the District.

(b) The authority for the Metropolitan Service District to issue Builder's Business License, establish requirements for the issuance of the license, charge a fee for the license, receive reimbursement for administrative expenses incurred in carrying out this program, determine the dollar amount of residential building permits issued within the District and distribute the fees to participating jurisdictions is granted by Oregon Revised Statutes 701.015.

2.09.020 Definitions:

(a) "Builder" has the meaning given under ORS 701.055.

(b) "Builder's Business License" means a document issued by the District to a builder that permits the builder to conduct business in participating jurisdictions.

(c) "Builder's Business License Fee" means any fee paid to the District for the issuance of a Builder's Business License.

(d) "Business License Tax" means any fee paid by a builder to a city or county for any form of license that is required by the city or county to conduct business in that jurisdiction. The term does not include any franchise fee or privilege tax imposed by a participating jurisdiction upon a public utility under ORS 221.420 or 221.450 or any provision of a city charter.

(e) "Conducting Business" means to engage in any activity in pursuit of gain including activities carried on by a builder through officers, agents and employees as well as activities carried on a builder on that builder's own behalf.

(f) "Participating Jurisdiction" means any city or county located wholly or partly within the boundaries of the District that has a requirement for a builder to obtain a business license to conduct business in that jurisdiction, and the fee for this license is not based on or measured by adjusted net income.

(g) "Principal Place of Business" means the location of the central administrative office in this state of a builder conducting business in this District.

(h) "Residential Building Permit" means any permit issued for the construction or alteration of a residential structure issued by a governing body authorized under ORS 455.150.

2.09.030 Eligibility and License Issuance: Any builder wishing to conduct business in any participating jurisdiction shall be issued a Builder's Business License if [the following conditions] subsections (a) and (b) are met by the builder:

(a) (1) Presents proof to the District that the builder has paid the business license tax imposed by each participating jurisdiction in which the builder has an office; or

[(b)] (2) Presents proof that the builder has an office only outside the boundaries of a participating jurisdiction; and

[(c)] (b) (1) Presents proof that the builder is currently registered with the State of Oregon Builder's Board;

[(d)] (2) Completes an application as required by Section 2.09.070 of this chapter;

[(e)] (3) Pays the Builder's Business License fee established in Section 2.09.100 of this chapter; and

[(f)] (4) Meets all other license requirements provided under this chapter.

2.09.040 Denial of Issuance:

(a) The District shall refuse to issue a license for any one of the following reasons:

(1) Fraud, misrepresentation or false statement made in the applications at the time of application.

(2) Failure to present proof at the time of application that the applicant has met all other license requirements provided under this chapter.

(3) Failure to pay the Builder's Business License fee established under Section 2.09.100 of this chapter.

(b) Notice of denial of a application shall be given in writing to the applicant setting forth the grounds of the denial. Such notice shall be mailed to the applicant at the address that appears on the application for the license. This action of denial may be appealed as provided in Section 2.09.150 of this chapter.

2.09.050 Exemptions: A builder that is required to be licensed by a city within the boundaries of the District that imposes a business license tax based on or measured by adjusted net income earned by conducting business within the city may not obtain and possess a Builder's Business License in lieu of that jurisdiction's business license tax or business license.

2.09.060 License Applicability:

(a) If a builder has paid any business license tax imposed by participating jurisdictions in which the builder has an office the builder may apply for a Builder's Business License from the District.

(b) If a builder has been issued a Builder's Business License by the District, the builder may conduct business without any other business license in participating jurisdictions in which the builder: (1) has no office; [and has met all other requirements to conduct business in that jurisdiction] (2) has not derived gross receipts of \$100,000 or more from business conducted within the boundary of the participating jurisdiction during the calendar year for which the business license is owed.

2.09.070 Application for License: To obtain a Builder's Business License, a builder must make application in person or by mail to the District upon forms provided and prescribed by the District. The completed application shall be filed with the fee described in Section 2.09.100 of this chapter with the District before a builder is issued a Builder's Business License.

2.09.080 Application Contents: Each application for a Builder's Business License received by the District shall contain:

- (a) The name of the business making application.
- (b) The name of a contact person in the business.
- (c) The address of the principal place of business.
- (d) The telephone number of the business.
- (e) State of Oregon Builder's Board registration number.
- (f) Date of application.
- (g) The signature of the builder making the application.
- (h) Such other information as the District shall determine.

2.09.090 Validity of the License:

(a) The license shall be valid from the date of issuance to the day immediately preceding the date of issuance in the following year. The license shall not be issued for a portion of a year.

(b) Before the expiration of the Builder's Business License, the District shall notify the builder to whom the license was issued of the approaching expiration. Within 90 days prior to the expiration date, the notice shall be mailed to the builder to whom the license was issued at the address shown on the original application for the license maintained by the District.

(c) The District is not required to notify the builder of an approaching expiration if the builder's license has been revoked under Section 2.09.140 of this chapter, or if the builder has failed to notify the District of a change of address.

2.09.100 Fee: The fee to be paid by any builder for a Builder's Business License is \$125.00 and is non-refundable.

2.09.110 License: Each Builder's Business License issued under this chapter shall state upon its face the following:

- (a) The name of the licensee.
- (b) The address of the licensee.
- (c) A unique license number established by the District.
- (d) The date of issuance.
- (e) The date of expiration.
- (f) Such other information as the District shall determine.

2.09.120 Replacement License:

(a) A replacement Builder's Business License shall be issued upon receipt by the District of a completed application for a replacement license and payment of a \$20 fee to replace any otherwise valid license previously issued which has been lost, destroyed or mutilated. The expiration date for the replacement license shall be the same date as provided on the original license issued to the builder.

- (b) Each application for a replacement shall contain:
 - (1) The name of the business making application.
 - (2) The name of a contact person in the business.
 - (3) The address of the principal place of business.

- (4) The telephone number of the business.
- (5) State of Oregon Builder's Board registration number.
- (6) Date of application.
- (7) Such other information as the District shall determine.

2.09.130 Renewal: Each builder requesting renewal of a license must make application, as described in Section 2.09.070 of this chapter, to the District upon forms provided and prescribed by the District. The completed application for renewal of the Builder's Business License shall be filed with the fee described in Section 2.09.100 of this chapter with the District before a renewal license is issued.

2.09.140 Revocation:

(a) A license issued under this chapter may be revoked by the District, after notice, for any of the following reasons:

- (1) Fraud, misrepresentation or false statement contained in the application for the license.
- (2) Fraud, misrepresentation or false statement made in the course of carrying out the licensed activity.
- (3) Conducting the licensed activity in an unlawful manner or in such a manner as to constitute a menace to the health, safety or general welfare of the public.
- (4) Failure to comply with the ordinances and resolutions of a jurisdiction within the boundaries of the District in which the license holder is conducting business authorized by this license.

(b) Notice of revocation of a license shall be given in writing to the licensee setting forth the grounds of the complaint. Such notice shall be mailed by certified mail at least ten (10) working days before the date of revocation to the licensee at the address that appears on the application for the license being revoked. Revocation shall be effective ten (10) working days after notice of revocation.

2.09.150 Appeal of a Revoked License or Denied Application: Any builder aggrieved by the action of the District in denying an application for or revocation of a Builder's Business License is entitled to appeal action under the provisions of Metro Code chapter 2.05.

2.09.160 Penalty: Any builder who fails to comply with or violates any provision of this Chapter is subject to penalties under Section 1.01.110 of this Code. In the event that a provision of this chapter is violated by a firm or corporation, the officer or builder

responsible for the violation shall be subject to the penalty provided in Section 1.01.110 of this Code.

2.09.170 Distribution of Fees: The District shall distribute the Builder's Business License fees collected by the District under this chapter to participating jurisdictions after the District has received reimbursement for administrative expenses incurred in carrying out the provisions of this chapter. At least once a year, each participating jurisdiction shall receive a share of the Builder's Business License fees collected by the District based on a ratio of the total of the dollar amount of residential building permits issued by all participating jurisdictions to the total dollar amount of residential building permits issued during that year by each participating jurisdiction.

2.09.180 Regulations: The Executive Officer may establish such other Builder's Business License regulations, not inconsistent with this chapter, as may be necessary and expedient.

2.09.190 Operative Date: For the purpose of administering this program, entering into intergovernmental agreements with participating jurisdictions, collecting fees and issuing licenses, this ordinance is operative immediately upon passage.

2.09.200 Effective Date: No Builder's Business License shall be effective before July 1, 1988.

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

Mike Ragsdale, Presiding Officer

SL/gl
9177C/540
04/05/88

METRO BUILDER BUSINESS LICENSE
REVENUE PROJECTIONS

FEE/LICENSES

	Housing Starts	Percent of Total	\$100/500	\$100/1000	\$150/500	\$150/1000
Beaverton	\$27,692,173	13.32%	\$5,328	\$10,656	\$7,992	\$15,983
Cornelius	322,924	0.16%	62	124	93	186
Durham	38,350	0.02%	7	15	11	22
Fairview	145,068	0.07%	28	56	42	84
Forest Grove	4,230,266	2.03%	814	1,628	1,221	2,442
Gladstone	1,011,948	0.49%	195	389	292	584
Gresham	23,842,229	11.47%	4,587	9,174	6,881	13,761
Happy Valley	1,099,000	0.53%	211	423	317	634
Hillsboro	11,683,915	5.62%	2,248	4,496	3,372	6,744
Johnson City	0	0.00%	0	0	0	0
Lake Oswego	50,677,678	24.38%	9,750	19,500	14,625	29,250
Milwaukie	3,412,030	1.64%	656	1,313	985	1,969
Oregon City	387,400	0.19%	75	149	112	224
Sherwood	0	0.00%	0	0	0	0
Tigard	40,094,036	19.28%	7,714	15,428	11,571	23,142
Troutdale	2,238,081	1.08%	431	861	646	1,292
Tualatin	16,256,700	7.82%	3,128	6,255	4,692	9,383
West Linn	24,710,346	11.89%	4,754	9,508	7,131	14,262
Wilsonville	64,220	0.03%	12	25	19	37
Total	\$207,906,364	100.00%	\$40,000	\$80,000	\$60,000	\$120,000

METROPOLITAN AREA*

AVERAGE** BUSINESS LICENSE FEES

(Cities in bold the fee on number of employees)

<u>BEAVERTON</u>	\$ 30.00 - annual tax
<u>CORNELIUS</u>	40.00 - annual tax
DURHAM	87.50 - based on \$70 annual tax for contractors inside the city and \$105 for outside businesses
FAIRVIEW	25.00 - annual flat fee
FOREST GROVE	40.25 - ten-year flat fee
GLADSTONE	15.00 - based on \$10 annual tax for businesses inside the city and \$20 for outside businesses
<u>GRESHAM</u>	45.00 - annual tax
HILLSBORO	25.00 - based on average annual flat fee tax for contractors
JOHNSON CITY	17.50 - based on \$10 annual tax for businesses inside the city and \$25 for outside businesses
<u>LAKE OSWEGO</u>	31.00 - based on \$28.50 annual tax for businesses inside the city and \$33.75 annual flat fee for outside businesses
<u>MILWAUKIE</u>	38.50 - based on \$23 annual tax for businesses inside the city and \$34.50 for outside businesses
<u>OREGON CITY</u>	37.50 - based on \$30 annual tax for businesses inside the city and \$45

for outside businesses

<u>SHERWOOD</u>	46.00 - annual tax
<u>TIGARD</u>	50.00 - annual tax
TROUTDALE	25.00 - annual flat tax
TUALATIN	30.00 - annual flat tax
WEST LINN	48.00 - based on \$37.50 annual tax for businesses inside the city and \$56.25 for outside businesses
WILSONVILLE	109.00 - annual flat fee tax

AVERAGE	\$ 41.125	x	2	=	\$ 82.00
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METRO COSTS (see attachment)					<u>18.00</u>
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FEE					\$ 100.00
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* Cities located wholly and partly within the boundaries of Metro. However, cities with no business license programs do not appear in the average.

** When number of employees is used to determine the fee, 3 employees is used to determine the average.

ADMINISTRATIVE COSTS
BUSINESS LICENSE PROGRAM

CENTRAL ADMINISTRATION

Set-up permanent file	5 minutes
Data entry	5 minutes
Filing paperwork	2 minutes
Application and payment review	5 minutes
Processing license payment	6 minutes
Processing jurisdiction payments	6 minutes
Monthly report generation and distribution	4 minutes
Determining revenue distribution	4 minutes
Assigning a license	3 minutes
Issuance of license	3 minutes
Mail the license	<u>3 minutes</u>
TOTAL	46 minutes @ \$12 per hour = \$9.20 per license

COST OF ISSUANCE

Application and documentation review	8 minutes
Verifying documentation and payment	<u>3 minutes</u>
TOTAL	11 minutes @ \$12 per hour = \$2.20 per license

1000 LICENSES

Processing & issuance	\$ 11,400
Fringe	3,534
Overhead	9,400
Issuance	2,200
Postage	250
Printing	100
Auditing & Reconciliation	<u>1,000</u>
TOTAL	\$26,884

\$ 27.00 ADMINISTRATIVE COST PER LICENSE

STAFF REPORT

Agenda Item No. 6.1

Meeting Date May 12, 1988

CONSIDERATION OF ORDINANCE NO. 88-248 ESTABLISH-
ING THE METRO BUILDER'S BUSINESS LICENSE PROGRAM

Date: March 28, 1988

Presented by: Steve Lee

FACTUAL BACKGROUND AND ANALYSIS

This staff report explains the purpose and operation of the Metro Builder's Business License Program authorized by proposed Ordinance No. 88-248. The authority for Metro to implement and administer the program is provided in ORS 701.015. The program will be effective July 1, 1988. However, the ordinance specifies that for administrative purposes, i.e., issuing licenses, the ordinance is operative immediately upon passage.

House Bill 2218 was introduced in the 1987 Legislature because numerous building contractors and subcontractors in the Portland metropolitan area working in one year in several of the cities and counties within the region during a 12-month period are required to obtain business licenses in most of these jurisdictions. Advocates for this change generally stated that the expense incurred in obtaining multiple business licenses during a 12-month period precluded small firms from performing competitively on short-term jobs in a number of cities.

Analysis

ORS 701.015 grants the following authority to Metro:

- issue business licenses to builders
- collect a fee for the license
- determine the dollar amount of residential permit activity in the cities and counties
- distribute part of the fees to participating jurisdictions within the region
- reimburse itself for administration of the program

This statute does not grant Metro the authority to:

- license any business except builders
- mandate participation by builders
- enforce the use, or lack thereof, of business regional licenses

Briefly, Ordinance No. 88-248 allows any builder registered with the Oregon Builder's Board to apply for a Metro Builder's Business License. The license allows the builder to conduct business in any jurisdiction within the Metro boundaries. However,

before Metro issues the license the builder must first obtain a license in each jurisdiction that the builder has an office.

The following jurisdictions are excluded from the program and will not be distributed fees:

- Clackamas County - no tax
- Happy Valley - no tax
- King City - no tax
- Maywood Park - no tax
- Multnomah County - income tax
- City of Portland - income tax
- Rivergrove - no tax
- Washington County - no tax
- Wood Village - no tax

Specifically, Ordinance No. 88-248 accomplishes the following:

- states the purpose and authority of the program
- defines terms used in the ordinance
- describes who is eligible for the program
- allows Metro to deny issuing licenses
- exempts jurisdictions with income based business license fees
- describes where the license is valid
- describes the application process and contents
- establishes a period of validity
- establishes a fee for the license
- outlines the license contents
- establishes a replacement and renewal process
- allows for revocation
- refers grievances to the appeal procedures in the Metro Code
- establishes a penalty
- distribution of the revenue

To assist in understanding how the fee was determined, what are the revenue estimates and how the program works with cities and the construction community, the following supporting documents are attached to this staff report.

- Metropolitan Area Average Business License Fee
- Metro Administrative Costs
- Metro Builder's Business License Revenue Projections
- Draft Ordinance/Resolution for jurisdictions

Proposed Action

Ordinance No. 88-248 is added to the Code of the Metropolitan Service District and establishes the Metro Builder's Business License Program. The ordinance is before the Council for adoption.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 88-248.



METRO

2000 SW First Avenue
Portland, OR 97201-5398
(503) 221-1646
Fax 241-7417

May 11, 1988

Mr. Ray Phelps
Director of Finance & Administration
Metropolitan Service District
2000 S. W. First Avenue
Portland, OR 97201-5398

Dear Ray:

Re: Ordinance No. 88-248/Builder's Business License
Program

You have asked me whether it is appropriate for the Council to provide in proposed Ordinance No. 88-248 that the fee for the business license to be issued by Metro pursuant to ORS 701.015 be established by a separate resolution adopted by the Council.

For the reasons set forth below, I conclude that unless the Council acts to adopt the fee by ordinance, the fee would not be valid and could not be enforced by Metro.

ORS 701.015 provides for the issuance of a Builder's Business License by the Metropolitan Service District under certain circumstances to certain eligible parties. The statute provides that:

"The license fee charged under this paragraph shall be twice the average business license tax charged builders registered under ORS 701.055 by cities and counties located within the metropolitan service district plus an amount that is sufficient to reimburse the district for the administrative expenses of the district incurred in carrying out its duties under this section."

Ordinance No. 88-248 Business License program as drafted sets the fee, as well as terms, conditions and procedures for issuance of licenses.

Executive Officer
Rena Cusma

Metro Council
Mike Ragsdale
Presiding Officer
District 1

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Deputy Presiding
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District 9

Larry Cooper
District 10

David Knowles
District 11

Gary Hansen
District 12

Mr. Ray Phelps
May 11, 1988
Page 2

The Council Intergovernmental Relations Committee amended the proposed ordinance by deleting the license fee from the ordinance and replacing that section with language that states that the fee shall be established by Council resolution.

ORS 268.190 provides that the Metro Council is responsible for the legislative functions of the District and such other duties as the law prescribes. Neither ORS 701.015 nor any other specific statutory provision provides for the Metro Council to have any administrative or quasi-judicial powers regarding the Builder's Business License program. Thus, the Council's sole role is to act as the Metro legislature to adopt as it deems appropriate the necessary Metro legislation to implement the provisions of ORS 701.015.

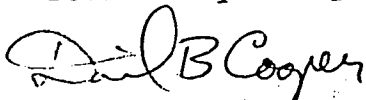
ORS 268.360 provides that:

"For purposes of its authorized functions a district may exercise police power and in so doing adopt such ordinances as the majority of the members of its governing body considers necessary for the proper functioning of the district. All legislative acts shall be by ordinance, and all such ordinances shall be adopted in the manner provided in ORS 198 except where in conflict with this section."
(emphasis supplied)

In that the Metro Council's role is to legislate and the establishment of the fee is a legislative action it must be adopted by an ordinance.

Failure of the Council to establish the fee by an ordinance would jeopardize the enforceability of the entire program.

Yours very truly,


Daniel B. Cooper
General Counsel

gl
9510C/D2

cc: Steve Lee
Don Carlson

APR 25 1988

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

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April 22, 1988

Steve Lee
Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398

Dear Steve,

With one exception, the proposed ordinance establishing the Metro Builders Business License Program appears to be quite satisfactory from the standpoint of construction contractors.

The only suggestion that we would make is in Section 2.09.030. We would suggest that this section be revised in some manner to show which of the six conditions are conjunctive with other itemized conditions and which are not conjunctive with the other stated conditions.

We appreciate the opportunity to review this proposed ordinance while it is still in draft form.

Very truly yours,

Jack R. Kalinoski
Public Affairs Manager



METRO

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

Memorandum

April 25, 1988

To: Ray Phelps, Planning & Development Director
From: Steve Lee, Local Government Coordinator *Steve*
Re: Builder's Business License Program Budget

Until very recently the costs for the design and implementation of the Builder's Business License Program has been fairly labor intensive and the work concentrated in the Planning and Development Department. However, to get the program up and running requires some capital investment. Namely, the printing, postage, mailing and computer leasing costs.

Briefly, the applications must be printed for distribution to the industry and participating jurisdictions. Secondly, the applications and an informational brochure must be mailed to the 6,300 registered builders in the metro-area. Finally, a method for processing the applications and issuing the licenses must be developed and the most efficient method for accomplishing the task is with the use of a personal computer.

Below is a budget that reflects the costs of the program for the remainder of the is fiscal year. I cannot identify any of these costs that can be delayed until next year.

BUSINESS LICENSE BUDGET MATERIALS AND SERVICE

FORMS

Paper (application)	\$ 401.80
Envelopes	82.35

DISTRIBUTION

Mailing House	\$ 264.10
Postage	1050.10

COMPUTER

PC Lease	138.00
----------	--------

TOTAL	\$ 1936.35
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I would like to discuss this memo prior to the April
26th Council meeting.

cc: Darlene Badrick

Design & Construction

Metro tackles builder's license plan

Regional program could be contractors' 'passport' out of costly city licenses

By KEVIN HARDEN

Work started this week on a metropolitan-area business license that could be a "passport" for contractors working each year in several cities around Portland.

Metropolitan Service District councilors on Thursday sent the metro builder's business license program to Metro's Intergovernmental Relations Committee. A public hearing on the program is scheduled April 26, 5:30 p.m., at the Metro Center, 2000 S.W. First Ave.

Under the program, which goes into effect July 1, builders and contractors who work each year in Multnomah, Clackamas and Washington counties will be able to purchase one business license — instead of a dozen or more — that will allow them to work in several cities for a flat fee.

The program was included in a bill approved by the Legislature last year. Besides allowing metro-area builders and contractors to purchase only one business license that will be good for nearly all jurisdictions around Portland, the program also will distribute funds collected by the license fee to jurisdictions based on the value of annual construction permits.

"It looks like this program is going to work the way we intended," said Charles Hales, governmental affairs director for the Home Builders Association of Metropolitan Portland, who led the effort in support of the program.

"It will be a much more efficient system for local governments because they won't have to devote so much time to paperwork. It also will be a much better system for the contractor — or subcontractor — who's got

15 business licenses tacked up on his wall," Hales said.

Although no fee has been set, the license could cost \$109 a year, which includes a \$27 administration cost. With the regional license, builders and contractors would not have to buy additional business licenses to work in Portland-area cities.

It will be a much more efficient system for local governments because they won't have to devote so much time to paperwork. It also will be a much better system for the contractor — or subcontractor — who's got 15 business licenses tacked up on his wall.

— Charles Hales of the Home Builders Association of Metropolitan Portland

Hales estimated that about 500 to 1,000 contractors and builders would take advantage of the program. An estimated 6,000 of the 15,500 builders registered with the state Builders Board work in the metropolitan area, he said.

The license will not cover the hometown of individual builders or contractors because they would be expected to contribute to that city's economy, Hales said.

Steve Lee, Metro local government coordinator who worked with Hales and other organizations to create the program, said the license fees could generate between

\$40,000 and \$80,000 a year — at \$109 each — if 500 to 1,000 contractors participated.

Lake Oswego, Beaverton, Tigard and West Linn probably will get the lion's share of the license funds because that is where the bulk of development has occurred in the metropolitan area.

A regional business license will replace many separate — and costly — licenses that most subcontractors are required to purchase, even if they only work once a year in a city.

Of the 18 cities surveyed by Metro, most charged an average of \$42 a year for a business license. Wilsonville's license fee is \$109 a year. Gladstone charges only \$15 a year.

In eight of the cities the license fee was based on the number of company employees, often doubling the cost for large firms.

Hales said the system was hardest on small subcontractors, such as plumbers or electricians, who were forced to buy licenses in several cities.

"We had one heating contractor who had 17 business licenses," Hales said. "You'd have to be pretty small in this business to not be working in two or three jurisdictions a year."

Because it is a regional issue, Metro will supervise the process and distribute funds to the cities. Metro will not enforce business license regulations or mandate participation by builders or contractors.

The Metro Council probably will consider an ordinance establishing the program during its May 12 meeting.

"It should all work out OK," Lee said. "We don't anticipate any problems, but there is some flexibility in case there are any."

Volunteers sought for commission

Beginning July 1, the Portland area boundary commission will be under the direction of the Metropolitan Service District, and Metro is seeking individuals interested in serving on the commission.

Appointments to the commission will be made by Rena Cusma, Metro's executive director, from nominations by members of the Metro council.

The deadline for contacting the council is April 20.

General

THE OREGONIAN, THURSDAY, APRIL 14, 1988

One step to one-stop

Metro has an opportunity this week to move this region toward a desirable one-stop business licensing system. Admittedly, the proposal before the Metro Council Thursday would establish only a regionwide home-builders' business license program, but it should provide the testing ground for expansion.

Businesses, particularly small businesses, are inundated with government-required paperwork that cuts into their profit-making time. Building contractors and subcontractors working in several of the cities and counties in the Portland metropolitan area have to get separate business licenses in most of the different jurisdictions. The home builders asked the 1987 Legislature to authorize Metro to do something about the fragmentation.

Since that is exactly why Metro was created — to address fragmented and duplicative government that unnecessarily adds to the costs to businesses and other taxpayers — the Legislature approved House Bill 2218, now Oregon Revised Statutes 701.015.

The statute allows Metro to issue business licenses to builders, collect a fee to cover its cost, determine the dollar amount of residential permit

activity in the cities and counties, and proportionately distribute the balance of the fees to participating jurisdictions.

Builders still must get licenses in their home cities. No builder must also get a Metro license. Only those who see a savings in price and time from having to buy several licenses will choose to do so.

Unwisely, the Legislature excluded a number of jurisdictions from the Metro program, among them, Portland and Multnomah County. Most of the excluded governments require no business licenses. However, unlike the business-license fees charged in most jurisdictions, Portland's is based on net income. Multnomah County levies a business income tax instead of requiring a license.

Starting immediately, Metro, Portland and Multnomah County should work with the home builders and other businesses and legislators to incorporate licensing into a truly regionwide program. It makes no sense to impose costs of fragmented and duplicative government on small businesses and other taxpayers.

And a licensing system can hardly be considered regionwide when it does not apply to the region's dominant city.

Brochure copy
Steve Lee
Metro Business License Program

When's the last time a government **saved** your business money?

Beginning soon, the Metropolitan Service District (Metro) will be offering Portland area builders an opportunity to do just that. Metro will begin its builders business license program -- a program authorized by the last session of the Oregon legislature.

The idea is simple: why should builders have to get a business license in each and every jurisdiction in which they do work? Instead, Metro will offer local builders the choice of getting a "passport" license that will allow them to do business in most of the cities in the Metro area.

The questions and answers below should give you all the information you need about the Metro builders business license. If not, call Steve Lee at Metro 221-1646 and he can give you more details.

Questions and Answers about the Metro Builders Business License™

Q: WHAT IS THE METRO BUILDER'S LICENSE?

A: The license, issued by Metro and some cities, allows a contractor or subcontractor to construct, alter and repair residential structures in the metropolitan area without multiple business licenses.

Q: AM I REQUIRED TO GET A METRO LICENSE?

A: No. The Metro license is optional. it's up to you whether you get a metro license. It's a simple business decision: which is going to cost you less, a Metro license or a number of licenses from individual cities? The Metro license gives you a chance to compare and make the decision that makes the most sense.

Q: DO I NEED ANY OTHER LICENSE?

A: Yes. You must get a license from each city in which you have an office. And you must have a license from every city in which you do more than \$100,000 worth of business on an annual basis.

Q: WHERE DOES THE LICENSE WORK?

A: These cities will honor the Metro license:

Beaverton	Johnson City
Cornelius	Lake Oswego
Durham	Milwaukie
Fairview	Oregon City
Forest Grove	Sherwood
Gladstone	Tigard
Gresham	Troutdale
Happy Valley	Tualatin
Hillsboro	West Linn
Wilsonville	

The cities of Happy Valley, Maywood Park, Wood Village, King City and Rivergrove are not included in the program because they do not currently require business licenses for builders. The City of Portland is not included because it bases its license fee on revenue produced by a business.

Q: ISN'T THIS JUST MORE GOVERNMENT RED TAPE?

A: No, it's actually less. Having a Metro license means you will not be required to a license in each and every city in which you do business. But remember, the Metro license is optional. You do have the choice to ignore the program and just continue to do business the way you have always done it.

Q: WHO QUALIFIES FOR A LICENSE?

A: There are two requirements to qualify for a license:

1. You must be currently registered with the State of Oregon Builders Board.
2. You must have proof that you have a valid business license in each city in which you have an office.

Q: HOW DO I GET MY LICENSE AND HOW MUCH DOES IT COST?

A: Most city permit counters will have applications for the Metro license. You will need to complete the application, present proof of your State of Oregon Builders Board registration and pay the \$110 non-refundable fee. A copy of the completed application will be issued to you and will serve as your Metro license until the actual license is issued by Metro. It will require approximately two weeks to process the applications and issue the license.

Q: HOW AND WHEN DO I RENEW MY LICENSE?

A: The license is valid for one year from the date of issuance. You will receive a renewal notice by mail reminding you to re-apply for the Metro license.

If you have any further questions about the Metro License Program, please call Steve Lee at Metro, 221-1646.



METRO

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

Builder's Business License Application

The Metro Builder's Business License is issued pursuant to authority granted by ORS 701.015-020. Any person currently registered with one State of Oregon Builder's Board that has obtained a license in each jurisdiction that the builder has an office or in which the builder does more than \$100,000 worth of business on an annual basis may apply for the license. The license is valid for one year from the date of acceptance and allows a builder to conduct business in the following cities:

Beaverton
Forest Grove
Hillsboro
Maywood Park
Sherwood
West Linn

Cornelius
Gladstone
Johnson City
Milwaukie
Tigard
Wilsonville

Durham
Gresham
King City
Oregon City
Troutdale
Wood Village

Fairview
Happy Valley
Lake Oswego
Rivergrove
Tualatin

Please type or print

1. To be issued to _____
(Name of business making application)
2. Name of contact person in the business _____
3. Address of the principal place of business _____
(Street address)

(City, state, ZIP)
4. Telephone number for business _____
5. State of Oregon Builder's Board registration number _____
(Expiration date)
6. List all jurisdictions in this state in which you have an office _____

(Date)

(Signature of applicant)

The fee is \$110 and is non-refundable.

This completed application may serve as a temporary license and is valid for 10 working days following the date of acceptance.

Do not write below this line

City use only (initial each line)

1. Issuing jurisdiction _____
2. Date of acceptance _____
3. Fee received _____
4. Builders Board Reg. checked _____
5. Sent to Metro by _____

(Lines 1-4 must be completed before this application can
serve as a temporary license)

Metro use only

- | | |
|---------------------------|-------|
| Documentation reviewed | _____ |
| Payment processed | _____ |
| Electronic file completed | _____ |
| License number | _____ |
| License issued | _____ |

DRAFT

INTERGOVERNMENTAL AGREEMENT BETWEEN
METRO AND A PARTICIPATING JURISDICTION

This agreement is made by and between the Metropolitan Service District (METRO) and _____ (Jurisdiction).

WHEREAS, Metro has adopted Ordinance 88-248 that establishes the Metro Builder's Business License Program for the purpose of issuing business licenses to builder's conducting business within the boundaries of Metro pursuant to ORS 701.015 and 701.020; and

WHEREAS, ORS 701.015 and 701.020 prescribes certain duties for Metro and cities and counties within Metro's boundaries in the administration of a program that issues builders business licenses under that legislation; and

WHEREAS, Ordinance 88-248 allows Metro to enter into agreements with jurisdictions wishing to participate in the Metro Builders Business License Program in carrying out certain duties; and

WHEREAS, the parties desire to clarify those duties and agree to certain additional procedures needed to implement the Metro Builder's Business License Program.

NOW, THEREFORE, the parties hereto agree as follows:

1. Jurisdiction shall make available to the public applications for the Metro Builder's Business License and provide general information to the public concerning the requirements of the Metro Builder's Business License program.

2. Metro shall provide to the jurisdiction applications for and information explaining the Metro Builder's Business License Program.

3. Jurisdiction shall receive completed applications from the public and collect the license fee.

4. Jurisdiction shall immediately forward to Metro all completed applications for said license and the entire fee collected for the license.

5. As consideration for the above described services, Metro shall, at least once a year, make payment to Jurisdiction in an amount that equals \$ _____ times the number of completed applications received by Metro from Jurisdiction.

6. The term of the agreement shall be for the term commencing _____, 1988 through and including _____, 1989.

This agreement does not effect or alter any other agreements
between Metro and Jurisdiction.

Approved for the Metropolitan
Service District

Approved for the

City of _____

_____ Name

_____ Name

_____ Date

_____ Date

Signature

Signature

METRO BUILDER BUSINESS LICENSE
REVENUE PROJECTIONS

(REVISED 4/21/88)

FEE/LICENSES

	Housing Starts	Percent of Total	\$110/500	\$110/1000
	-----	-----	-----	-----
Beaverton	\$27,692,173	12.55%	\$5,522	\$11,045
Cornelius	322,924	0.15%	64	129
Durham	38,350	0.02%	8	15
Fairview	145,068	0.07%	29	58
Forest Grove	4,230,266	1.92%	844	1,687
Gladstone	1,011,948	0.46%	202	404
Gresham	23,842,229	10.81%	4,755	9,509
Happy Valley	1,099,000	0.50%	219	438
Hillsboro	11,748,915	5.33%	2,343	4,686
Johnson City	0	0.00%	0	0
Lake Oswego	51,252,467	23.23%	10,221	20,442
Milwaukie	3,412,030	1.55%	680	1,361
Oregon City	1,597,400	0.72%	319	637
Sherwood	647,735	0.29%	129	258
Tigard	40,094,036	18.17%	7,996	15,991
Troutdale	2,394,711	1.09%	478	955
Tualatin	16,256,700	7.37%	3,242	6,484
West Linn	24,710,346	11.20%	4,928	9,856
Wilsonville	10,139,499	4.60%	2,022	4,044
	-----	-----	-----	-----
Total	\$220,635,797	100.00%	\$44,000	\$88,000
	=====	=====	=====	=====

OREGON BUILDER BUSINESS
LICENSE LAW

701.015 Business license requirements in cities and metropolitan service districts; fees; distribution of fees. (1) When an office of a builder who is registered under ORS 701.055 is located in a city within the boundaries of a metropolitan service district organized under ORS chapter 268 or when the builder derives gross receipts of \$100,000 or more from business conducted within the boundaries of a city during the calendar year for which the business license tax is owed, the builder is required to pay the business license tax, if any, imposed by the city.

(2) If a builder described in subsection (1) of this section conducts business during any year in any city or jurisdiction within the boundaries of the metropolitan service district other than a city to which the builder has paid a business license tax for that year, the builder may apply for a business license from the metropolitan service district.

(3) When a builder obtains a business license from the metropolitan service district under subsection (2) of this section, if a city within the boundaries of the metropolitan service district and in which the builder does not have an office demands payment of a business license tax by the builder, the city shall waive such payment upon presentation of proof by the builder that the builder has a business license issued by the metropolitan service district. Possession by the builder of a current business license issued by the metropolitan service district under subsection (2) of this section shall be proof sufficient to obtain the waiver described in this subsection.

(4) The metropolitan service district shall issue a business license to a builder who is registered under ORS 701.055 when:

(a) The builder presents proof to the district that the builder has paid the business license tax imposed by each city within the boundaries of the district and in which the builder has an office; and

(b) The builder pays a license fee to the district. The license fee charged under this paragraph shall be twice the average business license tax charged builders registered under ORS 701.055 by cities and counties located within the metropolitan service district plus an amount that is sufficient to reimburse the district for the administrative expenses of the district incurred in carrying out its duties under this section.

(5) The metropolitan service district shall distribute the business license fees collected by the district under this section, less administrative expenses, to the cities and counties that are located wholly or partly within the district and that collect a business license tax. In any year, each such city and county shall receive such share of the license fees as the dollar amount of residential building permits that it issued during that year bears to the total dollar amount of residential building permits that were issued during that year by all of the cities and counties located wholly or partly within the district. Distribution of moneys under this subsection shall be made at least once in each year. The metropolitan service district shall determine the dollar amount of residential building permits issued by cities and counties within the district from statistics and other data published by the Department of Commerce.

(6) As used in this section:

(a) "Business license tax" means any fee paid by a person to a city or county for any form of license that is required by the city or county in order to conduct business in that city or county. The term does not include any franchise fee or privilege tax imposed by a city upon a public utility under ORS 221.420 or 221.450 or any provision of a city charter.

(b) "Conducting business" means to engage in any activity in pursuit of gain including activities carried on by a person through officers, agents and employees as well as activities carried on by a person on that person's own behalf.

(c) "Principal place of business" means the location in this state of the central administrative office of a person conducting business in this state. [1987 c.581 §2]

Note: 701.015 and 701.020 take effect July 1, 1988. See section 8, chapter 581, Oregon Laws 1987.

701.020 Certain cities exempt from application of ORS 701.015. (1) A city that imposes a business license tax based on or measured by adjusted net income earned by conducting business within the city shall be exempt from ORS 701.015.

(2) As used in this section, "business license tax" has the meaning given that term in ORS 701.015. [1987 c.581 §7]

Note: 701.020 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 701 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

Note: See note under 701.015.

CONSIDERATION OF RESOLUTION NO. 88-920, FOR THE
PURPOSE OF ENTERING INTO A CONTRACT WITH GUTHRIE
SLUSARENKO & ASSOCIATES FOR THE PURPOSE OF
DESIGNING AND MANAGING THE CONSTRUCTION OF THE
AFRICA EXHIBIT, PHASE III

Date: April 27, 1988

Presented by: A. M. Rich

FACTUAL BACKGROUND AND ANALYSIS

Phase III of the Africa Exhibit is a priority one project in the Zoo Master Plan adopted by the Council and approved for funding by the voters in the current tax levy. This project includes animal exhibits and holding areas that will be located in the space remaining between Africa Phases I & II and the buildings that house facilities management. It also provides for a hay storage barn, a lower service road, an upgraded electrical distribution center and improvements to the employee parking lot.

A request for letters of interest and qualifications was advertised in The Skanner and Portland Business Today, and also mailed to architectural firms that had previously shown interest in Zoo projects. Three firms expressed an interest and were sent requests for proposals. Proposals were received from Jones and Jones, Guthrie Slusarenko & Associates and Dull Olson Weekes.

A selection committee comprised of Sherry Sheng, Zoo Director; McKay Rich, Assistant Zoo Director; Dennis Pate, Zoo General Curator; Allan J. Goff, Zoo Facilities Maintenance Manager; Neil Saling, Metro Construction Manager and Mike McNamera, architect and member of the Friends of the Zoo, reviewed the proposals following that up with an interview on April 25, 1988. The selection process allowed for an analysis and judgement of the architectural and design abilities of each firm as they relate to this project. Specific selection criteria included:

1. Competence of project manager to be assigned
2. Competence of members included on proposed design team
3. Demonstrated competence on projects of similar scope and complexity
4. Ability to meet DBE/WBE goals
5. Ability to interact effectively with the Zoo design team
6. Ingenuity of approaches to the project
7. Recognition and expression of concerns about the project
8. Successful development of fixed fee negotiations

After careful consideration based on the criteria, the committee is recommending that the design contract for Africa III be awarded to Guthrie Slusarenko & Associates. This firm made an excellent presentation. They have had experience working with the Zoo design teams, having designed the Alaska Exhibit and the Zoo Master Plan.

The Alaska Exhibit received an award for excellence in concrete from the Oregon Concrete and Aggregate Producer's Council and the 1983 Master Plan received awards from the American Society of Landscape Architects and the State Chapter of that organization.

The negotiated fee for this project is \$ 532,623.00. Other fees proposed were \$654,955 from Jones and Jones for the project as proposed with an alternate fee of \$556,000 for a reduced scope project. Dull Olson Weekes proposed \$525,000 with a list of 13 qualifications regarding the fee, including no provision for geotechnical services as required.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of this contract.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ENTERING)
INTO A CONTRACT WITH GUTHRIE)
SLUSARENKO & ASSOCIATES FOR)
THE PURPOSE OF DESIGNING AND)
MANAGING THE CONSTRUCTION OF)
THE AFRICA EXHIBIT PHASE III)

RESOLUTION NO. 88-920

Introduced by the
Executive Officer

WHEREAS, The Washington Park Zoo Master Plan calls for
construction of Phase III of the Africa Exhibit; and

WHEREAS, the voters of the Metropolitan Service District
approved funds for this project in the current tax levy; and

WHEREAS, the Washington Park Zoo has followed the pre-
scribed guidelines for selecting a firm to design said project; and

WHEREAS, Guthrie Slusarenko & Associates has been found to
be the most qualified ^{firm} ~~firm~~ ^{recom.} proposing to design said project and;

WHEREAS, the Council Zoo Committee recommends approval
of the Contract; now therefore,

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District
authorize the District to enter into a Contract with Guthrie
Slusarenko & Associates for the design and construction manage-
ment of Phase III of the Africa Exhibit.

2. That the Contract be in effect for the duration of
the project.

ADOPTED by the Council of the Metropolitan Service District
this ____ day of May, 1988.

Mike Ragsdale, Presiding Officer



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-4-610-2
 FUND: Capital DEPARTMENT: Zoo
 SOURCE CODE (IF REVENUE) _____

BUDGET CODE NO. 25-01-00-963010000
 (IF MORE THAN ONE) _____

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 Design of Africa Phase III

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 Guthrie Sluarenka Assoc.

5. EFFECTIVE DATE 6/1/88 TERMINATION DATE 4/30/91
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW estimate \$ 549,000
 PREV. AMEND _____
 THIS AMEND _____

TOTAL

estimate \$ 549,000

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988-89 \$ _____

B. BUDGET LINE ITEM NAME engineering serv AMOUNT APPROPRIATED FOR CONTRACT \$ 280,000

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF May 31, 1988 \$ 280,000

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

<u>James E Jones</u>	\$ <u>654,955</u>	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>Dall Olson Weekes</u>	\$ <u>525,000</u>	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>Guthrie Sluarenka Assoc.</u>	\$ <u>549,000</u>	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS 3

EXHIBIT A

SCOPE OF ARCHITECT'S SERVICES

A. GENERAL

1. Architect shall prepare all plans, specifications, two final colored renderings, sections, elevations, details and other documents and information which may be necessary or convenient to adequately and completely convey to Owner, Contractor(s) and others the information necessary for the design and construction of the project. For purposes of convenience, the Architect's services under this Agreement are referred to as Basic Services.

Except as specifically provided below, Architect's Basic services shall consist of those architectural, engineering, interpretive planning, construction documentation and support, and other services which are customarily performed during the design and construction of comparable projects. They include architectural, structural, seismic, soils, mechanical, electrical, traffic, life safety, interior design, audio/visual, surveys, acoustical, food service, energy conservation, special lighting, security, materials handling, civil engineering, landscape architectural services, graphics and signage, construction technical support, and such others as required to complete the work.

2. The Architect shall meet and confer with the Owner on a weekly basis during the Design Phase with respect to site use and improvements, selection of materials, building systems and equipment, and to consider the Architect's recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors relating to costs of alternative designs or materials, preliminary budgets and possible economies.
3. The Architect shall be responsible for all printing and reproduction costs for its own use, and for the use of the Architect's consultants and Owner in preparing, checking, coordinating and estimating the Project and otherwise performing services for the term of this agreement. Architect shall provide seven (7) sets of all material including drawings, specifications, and other documents for the Owner's use at completion of Preliminary Concepts, Schematic Design, Design Development and at 30 percent, 60 percent and 100 percent completion of the Construction Document Phase.
4. A narrative progress report shall be submitted each month. The report shall include discussion of progress to date, problems, potential causes for delay or cost overrun and other information pertinent to the Project.
5. If the lowest responsible bid for construction of the Project exceeds the Approved Design budget by five percent or more, Architect shall perform such additional design services as are necessary to bring the construction of the Project within the Approved Design budget and Architect shall do so at no additional expense to the Owner.

6. Architect shall provide itemized construction cost estimates and updated schedules at the completion of:
 - a. Design concept;
 - b. Design development;
 - c. and Construction Documents phase.
7. In all phases Architect shall provide briefings for Metro Council and Friends of the Zoo and other citizen groups as appropriate.
8. The review or approval by the Owner of any drawings, estimates or other documents of any nature which may be produced by Architect pursuant to this Agreement shall not constitute an acceptance by the Owner of any work which does not conform to the terms of this Agreement nor shall such review or approval constitute a waiver by the Owner for claims against the Architect for Architect's failure to perform according to this Agreement.

B. BASIC SERVICES

Basic Services consist of work in eight (8) phases: (1) Programming, (2) Preliminary Concepts, (3) Schematic Design Services, (4) Design Development Services, (5) Construction Documents Services, (6) Bidding Phase Services, (7) Construction Contract Administration Services, and (8) Post-Construction Services.

C. PROGRAMMING

1. The Architect shall in conjunction with the owner's design team review, modify, and make final the Africa III exhibit and related areas theme, animal selection and interpretive sequences resulting in a final approved facility program.
2. Architect shall prepare initial site analysis considering geotechnical, topographical, utility and circulation issues. Architect must conduct needed soils studies to assure that all design work is compatible with site and city soil load restrictions.
3. Architect shall graphically indicate the phases of work. Architect shall demonstrate plans to meet a nine month design schedule, assuming a start date of June 1, 1988.
4. The Architect shall provide an overall Project Schedule which shall coordinate and integrate the Architect's design efforts with construction scheduling. The Project Schedule format and level of detail shall be reviewed and agreed upon by the Architect and the Owner.
5. Architect shall investigate concepts for the overall development of the site, including land use, building sites, interior and exterior pedestrian and vehicular circulation, security provisions, landscaping concepts, site amenities and relationships to surrounding developments. Architect shall prepare and develop for Owner's review and approval an overall plan based on and incorporating the foregoing concepts and

specifying optimum building placement, elevation and massing, phasing and site utilization.

6. Architect shall make presentations of programming and overall plan and site analysis studies and data for approval by Owner. Program shall be formally approved to serve as the basis of further design.
7. Architect will provide space for special interpretive programs.
8. Architect will specify visitor amenities needed along trails, necessary facilities for the handicapped, amount of covered viewing and number and capacity of restroom facilities.
9. Architect will pay special attention to the needs of children and the handicapped in designing viewing areas.
10. Architect acknowledges that information provided by staff about exhibits, animal management, maintenance and visitor requirements is informational only. Architect is solely responsible for the accuracy of all information used. Information provided by staff will be supplemental to and amplify the information provided in the Master Plan.

D. PRELIMINARY CONCEPT

1. Conceptual design shall be based on the Program developed in the Programming Phase and approved by the Owner.
2. Preliminary design concepts will be presented as small scale floor and site plans, exhibit elevations indicating general concept of building cross sections, massing models and materials, and narrative descriptions of the proposed exhibit systems.
3. Floor plans shall show relationship of major interior spaces and major entrances and exits.
4. Site plans shall show buildings and their relationships with adjacent paths and roadways, site ingress and egress, and general arrangement of service needs.
5. Architect shall evaluate the preliminary in the context of construction budget estimates, schedules, design objectives and responsiveness to program.
6. Architect shall make presentations of Preliminary Concepts for consideration by Owner for the purpose of selection and approval of these concepts for further refinement in the Schematic Design Phase.
7. Architect shall provide the Owner with seven (7) sets of copies of all drawings and written materials related to the Preliminary Design Concept Phase.

8. Architect shall attempt to replicate actual African land forms in the project landscape and design work.
9. Attention must be given by Architect to hay storage and equipment storage in facilities under design. Hay truck access to the existing elephant barn must remain open throughout construction.

E. SCHEMATIC DESIGN SERVICES

1. Based on the Preliminary Design Concept, the Architect shall provide the services necessary to prepare Schematic Design Documents consisting of outline drawings and specifications and other documents illustrating the general scope, scale and relationship of Project components for approval by the Owner. Schematic design studies shall consist of schematic plans and section drawings sufficient to meet the programmatic needs and to illustrate the scale and relationships of the architectural, structural, mechanical, electrical, civil, landscaping and other aspects of all components of the project. Architect shall prepare mounted presentation drawings, sketch perspectives, scale study models and other graphic material as required.
2. The Architect shall evaluate the Schematic Design against budget, schedule, design objectives and responsiveness to program.
3. The Architect shall conduct materials research to identify potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design. The Architect shall also investigate the availability and suitability of alternative architectural materials, systems and equipment.
4. The Architect shall report on the status of the design schedule and the projected work plan.
5. The Architect shall provide a cost estimate at the end of the Schematic Design Stage. Upon approval, this estimate will be referred to as the "Approved Design Budget."
6. At the end of the Schematic Design Stage, the Architect shall present for approval, by the Owner, the drawings and other documentation defining the design, project description and structural mechanical and electrical system recommendations.
7. Architect shall provide the Owner with seven (7) sets of copies of all drawings and written material. One set of site plans, floor plans and building elevations shall be rendered and mounted for presentation purposes.

F. DESIGN DEVELOPMENT SERVICES

1. In the Design Development Stage, the Architect shall provide those services necessary to prepare for approval by the Owner, Schematic Design Documents and Approved Design Budget for approval by the Owner.

The Design Development Documents will consist of Drawings and Specifications and other documents to fix and describe the size and character of the entire project, including architectural, structural, food service, mechanical, electrical systems and security systems, equipment, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.

2. Based upon the approved Schematic Design, the Architect shall prepare the documents for this Design Development Phase according to the following guidelines:

- a. Architectural design documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the project through:

- 1) Plans, sections and elevations.
- 2) Typical construction details.
- 3) Fenestration, building enclosure.
- 4) Three dimensional sketch(es).
- 5) Character and quality of building interiors (public spaces, exhibit spaces, etc.)
- 6) Preliminary color/material palette.
- 7) Final materials selections.
- 8) Equipment layouts.
- 9) Exhibit cross sections
- 10) Graphics and Signage.

- b. Structural design documentation services consisting of continued development of the specific structural system (s) and Schematic Design Documents in sufficient detail to establish:

- 1) Basic structural systems and dimensions.
- 2) Final structural design criteria.
- 3) Foundation design criteria.
- 4) Sizing of major structural components.
- 5) Critical coordination clearances.
- 6) Drawings and Specifications and materials lists.
- 7) Typical sections.

- c. Mechanical design documentation services consisting of continued development and expansion of mechanical Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:

- 1) Equipment sizes and capacities
- 2) Equipment layouts
- 3) Required space for equipment. Mechanical room layouts.
- 4) Required chases and clearances.

- 5) Acoustical and vibration measures.
 - 6) Visual impacts.
 - 7) Energy conservation measures.
 - 8) Riser diagrams.
 - 9) Equipment schedule showing numbers and capacities of all major equipment, pumps, fans, etc.
 - 10) Equipment control system scheme.
- d. Electrical design documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:
- 1) Criteria for lighting, electrical and communications systems.
 - 2) Sizes and capacities of major components.
 - 3) Equipment layouts.
 - 4) Required space for equipment.
 - 5) Required chases and clearances.
 - 6) Riser diagrams
 - 7) Security system scheme.
 - 8) Energy conservation measures related to lighting.
- e. Civil design documentation services consisting of continued development and expansion of Civil Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:
- 1) Site plans showing exhibits, paving, sidewalks, curbs, landscaped areas, retaining walls and special features.
 - 2) Plan showing existing grades.
 - 3) Site drainage layout and location of utilities and points from which services will be run to the exhibits.
 - 4) Site lighting and distribution from sources.
 - 5) Entrances and exits
- f. Landscape and streetscape design documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Drawings and Specifications and materials lists to establish final scope and preliminary details for landscape work.
- g. Interior design documentation services consisting of continued development and expansion of interior Schematic Design Documents and development of Drawings and Specifications and materials lists to establish final scope and preliminary details relative to:
- 1) Interior construction of the project.
 - 2) Special interior design features.
 - 3) Furniture, fixtures and equipment selections.
3. At the point in time when approximately one-half of the Design Development Phase is complete, the Architect shall conduct a review of

the design process with the Owner to ascertain that the Design Development Documents are on schedule and addressing the Owner's program requirements.

4. Architect, as part of its production of the Design Development Documents, shall develop and refine as a single integrated document a written description of the criteria and standards to be incorporated into the final Construction Documents, where such design has not been explicitly defined in the Design Development Documents.
5. During the course of this phase, Architect shall prepare evaluations of building materials and systems for the purpose of comparing construction costs, operating costs and short- and long-term benefits, e.g., value engineering/life-cycle analysis, energy conservation, and maintenance of mechanical features.
6. Architect shall prepare, as part of Design Development, a Project Cost Estimate in sufficient detail to assist Owner in determining the reasonable construction costs of the Project. The estimate must take into account the availability of materials and labor, and construction sequencing and scheduling. If said estimate exceeds the "Approved Design Budget," the Architect shall, at the Architect's expense, redraw, revise and/or value engineer the Project, if so directed by the Owner, so that said estimate does not exceed the "Approved Design Budget" as adjusted by Owner.

If Owner concludes that Architect's budget estimate is inaccurate, program adjustments an/or alternates shall be prepared by Architect at no cost to the Owner.

7. Architect shall consult with Owner and City of Portland as required to obtain the requisite building permit(s). Architect shall also prepare written and graphic explanatory materials and appear on Owner's behalf at meetings relating to the building permit(s). Architect shall obtain the building permit prior to the construction contract award. Building permit will be paid for by Owner.
8. At the end of the Design Development Phase, the Architect shall report on the status of the design schedule and the projected work plan for future phases to the Owner.
9. At the end of the Design Development Phase, the Architect shall present for approval, by the Owner, the Design Development Drawings and other documents as may be appropriate.
10. Architect shall provide seven (7) sets of copies of all final drawings and written material.

G. CONSTRUCTION DOCUMENTS SERVICES

1. Based upon the approved Design Development, the Architect shall prepare for approval by the Owner, Construction Documents based on the approved

Design Development Documents.

2. Architect shall ascertain, consistent with professional A.I.A. standards and Metro contracting ordinances, that the Construction Documents are complete, accurate and coordinated between the architectural work and the work of the engineering and other involved disciplines for the Project; and that the contents of the drawings and specifications are internally consistent and consistent with the end of the Design Development Phase concurred in by Owner. In particular, documents prepared during this phase must translate the conceptual designs to specific constructable forms in a level of detail which precludes additional interpretation. When Owner determines that revisions, amendments or supplementary documents are required because of a mistake or omission on the part of Architect, Architect shall prepare them at no expense to Owner.
3. During the Construction Document Phase, Architect shall continue to prepare evaluations of building materials and systems for the purpose of comparing construction costs, operating costs and short- and long-term benefits consistent with Paragraph F.5.
4. The Architect shall present Construction Documents at the 30 percent, 60 percent and final stages for Owner's review and approval. The Architect shall provide evaluation of budget, schedule and response to program and design objectives at each stage.
5. The Architect shall recommend to Owner any adjustments to the Project's "Approved Design Budget" indicated by changes in Project scope requirements or general market conditions.
6. Architect shall provide an estimate based on the 60 percent Construction Document Stage. If the Architect's estimate exceeds the "Approved Design Budget," the Architect shall, at the Architect's expense, redraw, revise an/or value engineer the Project, if so directed by Owner, so that the estimate is within the "Approved Design Budget."

If Owner concludes that Architect's budget estimate is inaccurate, program adjustment and/or alternates shall be prepared by Architect at no cost to Owner.
7. The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
8. The Architect shall prepare written and graphic materials as may be required from time to time to obtain necessary uses, appeals, site and other governmental permits and approvals.
9. The Architect will participate in the Furniture, Fixture and Equipment selection and acquisition process by:
 - a. Providing as part of Basic Services, cost estimates and

specifications for the purpose of bidding and/or purchasing the following:

- 1) Furniture related to the program spaces.
- 2) Audiovisual equipment for installation or use with the audiovisual systems that will be incorporated into the exhibits.
- 3) Fixed food service equipment.

- b. Providing as part of Basic Services a list and a budget for generic types and quantities of loose equipment required for the operation of the project such as:

- Portable easels, blackboards, podiums, stands
- Barricades, portable handrails, stanchions and ropes
- Waste containers
- ladders
- forklifts and man lifts
- landscape maintenance equipment
- cleaning equipment
- Equipment related to food and gift services, including pots and pans, utensils, carts, etc.

10. Architect services shall include completion of all required surveys to determine location of exhibit boundaries, utility connections, road geometrics and other physical parameters which may affect the design of the exhibit. These services will also include study and coordination for utility relocation and road improvements within the site required to make the site functional.
11. Architect shall coordinate with Owner to prepare a Project Procedures Manual outlining all procedures to be followed for the processing of change orders, reporting, and control of all shop drawings, transmittals, submittals, substitutions, catalogs, project reports, field orders, test reports, inspections, maintenance manuals, and other construction documentation. Architect shall prepare for review by Owner a schedule of the time that will be required for the review of various shop drawings, samples, product data, and other items furnished by the Contractor. At a minimum, such procedure shall require Architect to prepare and maintain detailed drawing logs and shop drawing logs for all revision drawings, instruction bulletins, change orders, contractor's submittals, and similar documentation produced, transmitted, or received during the course of work.
12. Architect shall prepare a complete set of signed reproducible Construction Documents as the deliverable work product of this phase and suitable for use as bidding documents.
13. Architect shall prepare upon completion of Construction Documents Phase, an assessment of the estimated cost of construction based upon these final documents as compared to those documents used for the 60 percent construction document phase estimate. Assessment will provide Owner with the Architect's assessment of the anticipated lowest

responsible general contract bid versus the "Approved Design Budget" prior to the Owner's decision to go out for construction bids.

14. The Architect shall provide final selection and obtain approval, by Owner, of colors and materials.
15. The Architect shall provide presentation services for presentations of Construction Documents for final approval, by Owner, prior to bidding.
16. Plan check corrections will be made by Architect and included in the construction document phase prior to bid.
17. Architect will provide an estimated ten year maintenance schedule with related costs in current dollar values.

H. BIDDING PHASE

1. The Architect shall assist the Owner with respect to the following matters regarding solicitation and obtaining bids from Trade Contractors:
 - a. Establishing bidding schedules and procedures.
 - b. Conducting pre-bid conferences with prospective bidders to familiarize bidders with the bidding documents and management techniques and with any special systems, materials or methods called for by the documents.
 - c. Answering questions, evaluating substitution requests and issuing bid document addenda.
2. Architect shall provide, as part of the project cost, 55 sets of bid documents, and issue addenda, and print and distribute plans and specifications for bid. If the Owner requests additional sets beyond the 55 to be provided by Architect, the Architect shall provide such additional sets and the Owner shall pay the Architect its actual costs for producing such sets.
3. Architect shall assist in Owner's review and analysis of the bids and participate in pre-award conferences with the successful bidder to discuss procedures and applicable regulations.
4. If addenda are issued during the bidding phase and/or changes are made prior to execution of the construction contract for any respective bid package, such drawings and specifications as required shall be conformed to the required construction condition and re-issued by Architect as part of a complete reproducible set of Conformed Construction Documents.
5. In the event that the lowest responsible bid shall exceed the "Approved Design Budget," by more than 5 (five) percent, Architect shall, at Architect's expense, redraw and revise the plans and specifications and

re-bid the project, so that a responsible bid within said "Approved Design Budget" may be obtained.

6. Architect shall consult with Owner and City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear on Owner's behalf at meetings relating to the building permit(s). Architect shall obtain the building permit prior to the construction contract award. Building permit will be paid for by Owner.

I. CONSTRUCTION PHASE:

ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1. The Construction Phase will commence with the award of the construction contract and will terminate when final payment to the Contractors is due, or in the absence of a final Certificate of Payment or of such due date, sixty (60) days after the Date of Substantial Completion of the work, or beneficial occupancy, whichever occurs first.
2. Architect shall meet with, advise, and consult with the Owner, and Construction Contractor weekly to review design compliance, workmanship, and acceptability of the Contractor's performance and final product.
3. Architect shall assist in the administration of the construction contract as set forth in the General Conditions of the Construction Contract. Architect shall meet with and advise Owner as requested to facilitate prompt, economical and satisfactory completion of construction.
4. Instructions by Architect to the Contractor shall be forwarded through the Owner except as may be required in the event of an emergency. Architect shall have authority to act on behalf of Owner only to the extent provided in the Contract Documents unless otherwise modified in writing by Owner.
5. Architect shall participate in pre-construction and progress meetings at which Owner, Architect, and the Contractor(s) will discuss jointly such matters as procedure, progress, problems and scheduling. Architect will prepare minutes of the weekly meetings.
6. Architect shall inform Owner in writing of any meetings and discussions with the Contractor or subcontractors that result in decisions or actions by the Architect which affect the Project.
7. Zoo must be kept as operational as possible, including but not limited to visitor use of Africa I & II.
8. Architect shall at all times have access to the work. Architect shall visit the site as necessary but not less than once a week during the

construction phase, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in conformity with the Contract Documents. Architect shall prepare and submit to Owner a written report detailing its observations at each visit to the Project site. On the basis of such on-site observations as an architect, Architect shall keep Owner informed of the progress and quality of the work and shall advise Owner if the work in general is not proceeding in conformance with the Contract Documents. Architect shall endeavor to guard Owner against defects and deficiencies in the work of the Contractor.

Additionally Architect shall have a fully authorized and knowledgeable representative at the Construction site for 8 hours each working day for the first 90-day period following Notice to Proceed on the Construction Contract. For the next 180-day period, Architect shall have a fully authorized and knowledgeable representative at the site for 8 hours for 2 days each week. For the balance of the Construction phase, Architect shall have a fully authorized and knowledgeable representative at the site for 8 hours a minimum of one day each week. During project close out, Architect will have a fully authorized and knowledgeable representative on site as necessary to prepare punch-lists and accomplish other final inspections as required beyond the one-day requirement.

9. Architect shall be the interpreter of the requirements of the Contract Documents as regards the compliance and workmanship in accordance with the design documents. Architect shall render interpretations necessary for the proper execution or progress of the work upon written request of Owner. Unless a longer period is agreed to by Owner, Architect shall render written decisions, within five (5) working days of receipt thereof, on all claims, disputes and other matters in question between Owner and the Contractor relating to the compliance with design of the work or the interpretation of the Contract Documents.
10. The Architect shall notify the Owner of any work which he/she observes does not conform to the Contract Documents and, upon instruction from the Owner, may reject such work on the Owner's behalf.
11. Architect shall establish and implement procedures for expediting the processing, review and acceptance of shop drawings and samples.
12. In accordance with professional practice, Architect shall review and note any exceptions or errors, or take other appropriate action, on the Contractor's submittals such as shop drawings, product data, samples, or other written or graphic material for conformance with the design concept of the work. Such review shall include whether or not the Contractor(s) has conformed with the Project design concept and with the Construction Documents. Such action shall be taken by Architect and its consultants consistent with the scheduling and progress of the Project, and within the priority assigned to the requirement for such information by Contractor. Architect's approval of a specific item

shall not indicate approval of an assembly of which the item is a component. Architect shall endeavor to protect Owner against defects, discrepancies, and deficiencies in such submittals of which Architect is aware or of which Architect in the exercise of reasonable care and through its development of the Construction Documents should be aware. Architect's review will not relieve Contractor of any of its obligations under the Contract Documents.

13. Architect shall carefully review the Contractor's written requests for substitutions for specific products, materials, equipment, or systems, and other departures from the Construction Documents. Architect shall promptly complete its review within 5 working days of receipt of documents. Architect shall provide to Owner and Contractor a written response on the subject request, with a recommendation for its disposition and the reasons therefor within the above described time period.
14. The Architect shall prepare Drawings, specifications and supporting data and provide other services in connection with Change Orders to include technical analysis of Contractor's claims.
15. The Architect shall review the Work to determine the occurrence of the Date of Substantial Completion of a portion of the work done by the Contractor(s) and the date upon which such portion is finally completed. The Architect shall also determine the occurrence of the Date of Substantial Completion of all portions of the work and the date of final completion of the work. The Architect shall, based upon his observations and investigation, compile a list of incomplete and unsatisfactory items to be forwarded to the Contractor and shall obtain from Contractor a schedule for their completion. The Architect shall review all written warranties, as-builts, operation and maintenance manuals and related documents required by the Contract as assembled by the Contractor.
16. Architect shall review the testing and inspection reports of independent testing agencies, and make written recommendations as the evaluation of the report data dictates.
17. Architect shall review and become knowledgeable with the Contractor's construction schedule as accepted by Owner. Its reviews, approvals, investigations, clarifications, interpretations and all other activities needed shall be carried out in a prompt manner so as not to delay the Project in any way except if authorized in advance in writing by Owner.
18. Architect shall provide testing and air balancing criteria for all equipment and systems and shall review testing and balancing reports and advise Owner whether the equipment and systems meet design criteria. If systems and equipment do not meet design criteria, Architect shall advise of appropriate remedial action to be taken by Contractor.

19. Architect's mechanical, electrical and specialty engineers in conjunction with the Contractor's specified training sessions, will conduct a walk-through seminar of appropriate length and detail to explain to Owner personnel the specific operation of equipment and systems and assist in building start-up.
20. The Architect shall advise the Owner of changes in applicable codes and regulations that have taken place after the Building Permit is issued as the Architect becomes aware of them.
21. The extent of the duties, responsibilities and limitations of authority of the Architect as a representative of the Owner during construction shall not be modified or extended without written consent of the Owner.
22. Architect shall review contractor's initial cost breakdown which will be used as the basis for contractor's progress payments.
23. Architect shall verify contractor's statement of quantities of materials priced on a unit costs basis; reimbursable field costs of the contractor, if any, for authorized overtime and time and material work; and amount of construction "work in place" completed each month for purpose of the contractor's application for payment.
24. Architect shall observe contractor's safety measures for protection of persons and property.
25. Architect shall verify and approve quantities of work put in place during the preceding month on contractor's application for payment.
26. Architect shall advise the Owner of problems, such as strikes, delays and receipt of materials, etc., which may affect the construction schedule, and recommend solutions where applicable.
27. Architect shall assure that contractor maintains an up-to-date set of drawings reflecting "as-built" conditions of the work at all times.
28. During construction, Architect shall give careful consideration to animal moves and housing so that animals are minimally stressed, and are always properly housed.

J. POST-CONSTRUCTION PHASE

1. Based on information provided by the Contractor, the Architect shall provide Owner with reproducible full size record (as-built) drawings an/or specifications as may require revision. The final record drawings and specifications shall be delivered to Owner within sixty (60) calendar days after receipt of all necessary written information.
2. Architect will provide project review for six months after exhibits open to the public including at least three meetings with the zoo design team.

ARCHITECTURAL SERVICES AGREEMENT

This Agreement is executed by and between the METROPOLITAN SERVICE DISTRICT, a municipal corporation (hereinafter "Owner") whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398; and _____ (hereinafter "Architect") whose address is _____.

ARTICLE I

TERM

The term of this Agreement shall commence _____, and shall expire upon the completion of Architect's services as set forth in this Agreement, unless sooner terminated under the provisions hereof.

ARTICLE II

GENERAL RESPONSIBILITIES OF THE ARCHITECT

- A. Architect shall perform the services in this Agreement and furnish or procure the services of consultants, incidental services and all equipment and facilities necessary for the successful completion of all services set forth in the Agreement.
- B. Architect and its consultants shall possess and shall employ professional skill, efficiency, timeliness and judgment in all of the work described in the Scope of Work (attached as Exhibit A) in accordance with the prevailing standards of similar firms of national reputation. Architect shall require equal performance of its consultants for work on this Project. Architect accepts the relationship of trust and confidence established with Owner by this Agreement.
- C. Architect shall fully cooperate with all corporations, firms, contractors,

governmental entities and persons involved in or associated with the Construction of the Africa Phase III Exhibit (hereinafter the Project), and especially with the Owner in furthering the interests of the Project.

Architect shall provide leadership to Owner on all matters relating to programming, concept/schematic documents, design development, construction documents, bid phase, and construction administration.

- D. Architect and its consultants shall maintain and pay for such professional certification and licenses required by federal, state, local or other governmental jurisdictions throughout the term of this Agreement.
- E. Architect shall be represented by a Project Partner who, as Architect's Project Manager, will have overall responsibility for carrying out the services required in this Agreement. The names and titles of Architect's representatives are:

Architect shall not change the above representatives without prior written notification to, consultation with, and approval of Owner. Such approval shall not be unreasonably withheld. Owner shall reserve the right to require modifications in the project team prior to and after the award of the contract. Owner shall direct all communications with Architect through the Project Manager.

- F. Consultants. Owner has relied on Architect to identify the consultants necessary and qualified to provide the services described in this Agreement. Although not parties to this Agreement, Architect shall retain the following firms and individuals as consultants. These consultants shall be:

Architect shall not change or terminate any consultants without the prior written approval of Owner provided such consultants comply with the terms of their Agreement with Architect. Such approval shall not be unreasonably withheld. All Architect's consultants shall be independent contractors and not employees or agents of Owner or Architect.

- G. The terms and conditions of this Agreement, except for insurance as specifically provided hereinafter, shall be applicable to and binding upon all consultants retained by Architect for work on this Project.
- H. Architect shall be solely responsible for the completeness, professional quality, technical accuracy, and coordination of programs, designs, calculations, drawings, specifications and all other professional services furnished by or on behalf of Architect.
- I. Architect shall conform in all of its work and in that of its consultants
 - (i) to all applicable technical design, construction and other requirements of all federal, state, local or other agencies which have jurisdiction over the Project as of the date of completion of Design Development documents; and
 - (ii) to all such requirements of servicing utilities which are in force and effect as of the date of completion of Design Development documents or such laws and regulations which have been published on or before completion of Design Development documents and having an effective date before the scheduled completion of construction.
- J. Architect shall meet with Owner as specified in Exhibit A. Architect shall cause to have in attendance at such meetings such members of its staff and consultants, together with their work product, as may be required by the meeting agenda prepared by Architect in consultation with Owner. The

purpose and content of these meetings will be to review and refine the design consideration and elements of the Project, as well as to provide a progress review. Architect's schedule for services is shown in Exhibit B.

K. Architect shall perform all of its services in accordance with Exhibit B. The schedule includes allowances for time required for Owner's review and concurrence of submissions and for concurrence of authorities having jurisdiction over the Project.

L. The Architect shall make all Project information available to the Owner.

ARTICLE III

COMPENSATION

A. Duty to Compensate -- Architect shall be paid by Owner for services rendered under this Agreement as provided hereinafter and in Exhibit C, Compensation. Such payments shall be full compensation for services of the Architect and any and all consultants of Architect and for all labor, materials, supplies, equipment, and incidentals necessary to perform such services.

B. Maintenance and Inspection of Records

1. Required Records -- Complete records and documentation relating to services performed by Architect on this Project shall be kept by Architect.

2. Cost and Pricing Data -- Architect shall keep and maintain, from the time of execution of the Agreement until three years after receipt of final payment under the Agreement, reasonable and reliable detailed records of costs incurred in performing the Agreement.

Architect shall maintain detailed costs or pricing data sufficient to evaluate the accuracy, completeness, and currency of Architect's costs in performing this Agreement. Owner or its representatives shall have the right to examine all books, records, documents and other data to verify all costs of Architect and its consultants and suppliers to maintain such records.

3. Audit and Inspection of Records -- Architect shall permit the authorized representatives of Owner to inspect and audit all data and records of Architect relating to its performance under this Agreement at any and all reasonable times for the duration of this Agreement and

until the expiration of three years after final payment under this Agreement. Such audit may include all costs as described in Exhibit C.

Notwithstanding any other provisions contained in this Agreement, the periods of access and examination described above, for records which relate to (1) appeals under the "disputes" clause of this Agreement, (2) arbitration or litigation of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by Owner or any of its duly authorized representatives, shall continue until such appeals litigation, claims, or exceptions have been disposed of.

4. For purposes of any audit, any records of audits of Architect shall be made available to Owner at Owner's request. Architect shall cooperate with Owner and its auditors in the performance of any audit.

ARTICLE IV

OWNER'S RESPONSIBILITIES

- A. The Owner's representative for this Project is the Assistant Director of the Washington Park Zoo. All communications between Architect and Owner shall pass through the Owner's representative or his designated alternate. During the Construction phase, the Owner's representative shall be the Zoo's Construction Manager.
- B. Owner shall provide timely and accurate information regarding its requirements for the Project. Architect shall notify Owner in writing if any information provided by or required of Owner is insufficient.
- C. The Owner shall examine documents and render decisions as reasonably necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE V

INDEMNITY AND INSURANCE

- A. Indemnity - Architect acknowledges responsibility for liability arising out

of Architect's performance of this Agreement and shall hold Owner, its officers, agents, consultants and employees harmless from and indemnify them for any and all liability, settlements, loss, costs, and expenses, including attorney's fees, in connection with any action, suit, or claim (1) caused or alleged to be caused by Architect's, its agents', consultants' or employees' acts, omissions, activities or services provided pursuant to this Agreement; (2) resulting or allegedly resulting from Architect's, its agents', consultants', or employees' acts, omissions, activities, or services provided pursuant to this contract where Owner is liable or alleged to be liable because of its employment of Architect.

B. Worker's Compensation Coverage - Architect certifies that Architect has qualified for Worker's Compensation as required by state of Oregon. Architect shall provide Owner within ten (10) days after contract execution a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to Owner. All Architect's consultants shall maintain such insurance.

C. Comprehensive, General and Automobile Insurance - Architect shall maintain comprehensive general and automobile liability insurance for the protection of Architect, and Owner, their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad form property damage, including loss of use thereof, and occurring or in any way related to Architect's operations, each in an amount not less than \$1,000,000 combined single limit per occurrence/annual aggregate. Such insurance shall name Owner as an

additional insured with the stipulation that this insurance, as to the interest of Owner, shall not be invalidated by any act or neglect or breach of contract by Architect.

- D. Errors and Omissions Insurance - Architect shall provide Owner with evidence of professional errors and omissions liability insurance for the protection of Architect and its employees, insuring against bodily injury and property damage arising out of Architect's negligent acts, omissions, activities or services in an amount not less than one million dollars (\$1,000,000) combined single limit per occurrence. Architect shall endeavor to maintain in force such coverage for not less than five (5) years following completion of the Project. Such insurance shall be endorsed to include contractual liability.

Within ten (10) days after the execution of this Agreement Architect shall furnish Owner a certificate evidencing the dates, amounts, and types of insurance that has been procured, pursuant to this Agreement. Architect will provide for not less than thirty (30) days' written notice to Owner before they may be revised, nonrenewed, or cancelled. Deviations or alterations in the terms of the foregoing policies must be approved in advance by Owner in writing.

The provisions of this subsection apply fully to Architect, and its consultants.

ARTICLE VI

GENERAL PROVISIONS

- A. Disadvantaged Business Program

This contract has subcontracting goals for Disadvantaged Business Enterprise (DBE) and Women-Owned Business Enterprise (WBE) participation of seven (7) and five (5) percent respectively of the total contract sum be awarded to each group. If the goals are not met, Architect must demonstrate a good faith effort to meet the goals. The actions which Architect must take to demonstrate good faith efforts are set forth in Owner's Disadvantaged Business Program (Ordinance No. 87-23). Architect shall fully comply with the provisions of the Disadvantaged Business Program Ordinance, which is attached hereto and by this reference incorporated herein.

B. TERMINATION

1. This contract may be terminated prior to the expiration of the agreed-upon term:
 - (a) By mutual written consent of the parties;
 - (b) By Owner for convenience;
 - (c) By Owner for lack of funds;
 - (d) By Owner for cause.
2. If Owner terminates the contract in whole or in part for cause, payment of Architect shall be limited to the compensation due Architect through the date of termination and shall be in full satisfaction of all claims by Architect against Owner.
3. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Owner which accrued prior to such termination.
4. In the event of termination, the Architect shall furnish the Owner a complete set of drawings and all other work related documents

and materials in the Architect's custody or under its control, all current as of the effective date of termination. The provisions of Article VI, Paragraph H shall apply to all such drawings and documents.

5. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, and reasonable termination allowance as agreed to by the Owner.

C. SPECIFIC REMEDIES - The rights, duties and remedies set forth in this Agreement are in addition to, and not a limitation on all rights, duties and remedies under the law.

D. RESOLUTION OF DISPUTES - If any dispute shall arise between Architect and Owner, either before or after the termination of this contract, Architect and Owner shall attempt to negotiate a resolution of the dispute in good faith. If a solution satisfactory to Architect and Owner cannot be reached after such good faith negotiations, the claim shall be arbitrated in accordance with the Multnomah County Circuit Court's Arbitration Rules. Disputes between Owner and Architect may be joined with disputes or claims of other parties arising from or related to the Project. Architect agrees to attempt to negotiate such claims or disputes in good faith and if such negotiations fail to resolve the claims/disputes, Architect agrees to either arbitrate or litigate, whichever resolution method Metro may, in its sole discretion, choose.

E. PROJECT INFORMATION

No news press release or public presentation related to the Project, whether

made to representatives of newspapers, magazines, civic organizations or television and radio stations, shall be made by Architect without authorization from the Owner.

F. ARCHITECT IDENTIFICATION

Architect shall furnish Owner his/her employer identification number as designated by the Internal Revenue Service.

G. INDEPENDENT CONTRACTOR

Architect's services shall be provided under the general supervision of Owner, but Architect shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Article III of this Agreement.

H. WORK IS PROPERTY OF METRO

1. All documents, including drawings, specifications and calculations prepared by Architect and its consultants, shall be the property of Owner as works made for hire. Architect does hereby convey, transfer and grant to Owner all rights of reproduction and the copyright to all such documents. Architect shall have no publication rights to any material produced by Architect or its consultants, without the prior written approval of the Owner, which approval shall not unreasonably be withheld.
2. If this agreement is terminated or concluded for any reason, Owner may engage another architectural organization to provide services for the Project, including completion, maintenance, repair, expansion, contraction and rehabilitation. Owner and the successor architect may use all or any portion of the documents upon payment to Architect of the amount due it under this Agreement as set forth in Article VI.B5.

I. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on successors, assigns and legal representatives of Architect and on the successors, and assigns of Owner. The Architect shall not sell, assign, sublet or transfer any interest in this Agreement, or any part thereof, without the prior written consent of the other. Any attempted assignment by Architect without Owner's written consent shall be void.

J. PUBLIC CONTRACT LAWS

The applicable provisions of ORS Chapter 279 which are required to be included in public contracts are hereby incorporated by reference.

K. LAW OF OREGON

This Agreement shall be governed by the laws of the State of Oregon.

L. INTEGRATION

This Agreement represents the entire agreement between Owner and the Architect and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions in documents for construction and may be amended only by written agreement signed by both Owner and Architect.

M. SEVERABILITY

Should any provision of this Agreement at any time be in conflict with any law, ruling or regulation or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remain valid. In the event any provision of the Agreement becomes less than operative, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

This Agreement was approved by the Metro Council on _____, at which time the Executive Officer was authorized and directed to sign said Agreement for and on behalf of the Council.

ARCHITECT: _____	OWNER: _____ METROPOLITAN SERVICE DISTRICT
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

STAFF REPORT

Agenda Item No. 7.2

Meeting Date May 12, 1988

CONSIDERATION OF RESOLUTION NO. 88-897 FOR THE
PURPOSE OF AMENDING THE TRANSPORTATION
IMPROVEMENT PROGRAM FOR THE TRANSIT CAPITAL
IMPROVEMENTS

Date: March 29, 1988

Presented by: Andrew Cotugno

PROPOSED ACTION

1. Adopt a five-year transit capital program to maintain current operations plus construct new facilities required for future expansion;
2. Amend the allocation of Section 3 "Trade" funds accordingly;
3. Allocate new Interstate Transfer funds;
4. Authorize the application for new Section 3 Discretionary funds; and
5. Adopt miscellaneous other amendments and policies to ensure full implementation of the five-year program.

TPAC and JPACT recommended adoption of the proposed resolution, with one dissention.

FACTUAL BACKGROUND AND ANALYSIS

By Resolution No. 87-833, Metro endorsed Tri-Met's Five-Year Transit Development Plan. In general, the plan provides for two general capital needs:

1. The first priority to maintain existing operations including replacement of an aging fleet and routine costs for parts, equipment, shelters and other costs.
2. The second priority to construct new transit stations, park-and-ride lots and bus lanes required for future expansion of the system.

This resolution deals with the comprehensive capital package and recommends the most appropriate use of all available and potential transit capital funding sources.

The projects considered in this assessment include:

1. All those recommended in the Five-Year TDP;
2. Projects currently allocated Section 3 "Trade" funds;
3. Two projects currently funded with Interstate-4R funds; and
4. The addition of light rail vehicles for MAX and an expanded MAX convention center station.

Currently committed transit funding sources are sufficient to meet the capital needs of current operations, but if the expansion projects are to be implemented, additional funding must be obtained.

Funding sources considered in this resolution are as follows:

Section 9 -- These funds are provided by Urban Mass Transportation Administration (UMTA) on a formula basis and are primarily intended for routine capital purposes. This source was as high as \$15.8 million per year and was assumed in the TDP to continue at \$12.5 million/year. This estimate has, however, been revised to approximately \$10 million per year due to recent budget cuts.

Section 3 "Trade" -- Section 3 funds are generally committed by UMTA on a project-by-project discretionary basis. The region received a \$76.8 million Letter of Intent in 1982 for bus-related purposes. \$48.3 million has been received to date and \$28.5 million remains to be received within the next four years. The projects to which these funds are currently allocated were re-evaluated and a number of amendments are recommended here.

Section 3 Discretionary -- Since these funds are awarded on a competitive basis, not all projects under consideration can be considered for funding from this source. As such, only selected projects are recommended to be pursued.

Interstate-4R -- ODOT has committed Interstate-4R funds toward two park-and-ride lots adjacent to Interstate freeways. These were re-evaluated and an amendment is recommended here.

Interstate Transfer -- A small amount of Interstate Transfer funding (\$1.26 million) is currently committed to transit purposes but not specific transit projects. This funding is recommended to be allocated to the five-year capital program. In addition, the Regional Reserve is \$7.2 million and could be allocated toward the five-year capital program.

Banfield Full-Funding Agreement -- Depending upon the disposition of claims, up to \$4 million of funding committed to the Banfield LRT project could be left over. A portion of these funds are recommended to be used for MAX-related park-and-ride lots, pending settlement of claims.

Alternatives Available

The first alternative would be to take a conservative approach and limit the program to capital requirements associated with operation of the current system. This could be accomplished within currently available Section 9 and Section 3 "Trade" funds and would provide a reliable source of funds for this critical component of the five-year capital program.

The second alternative would be to seek new Section 3 Discretionary funding from UMTA. It is likely, however, that due to the competitive national environment, not all projects would be successfully funded. As such, only the most viable projects are recommended for this source: light rail vehicles and an expanded MAX convention center station.

The third option would be to fund the five-year capital program with the remaining Interstate Transfer funding available to the region. In combination with Section 3 Discretionary funds, sufficient Interstate Transfer funds from the Regional Reserve are available to fully fund all transit capital needs.

The final option would be to prioritize the candidate expansion projects and defer the lower priorities to be considered at a later date.

Recommendation

A combination of the above alternatives are recommended, including:

1. fully funding of capital projects required to maintain current operations;
2. application for new Section 3 Discretionary funds for the most competitive projects and use of available Banfield Full-Funding Agreement funds to several MAX-related park-and-ride lots;
3. deferral of a portion of the expansion capital program to be considered at a later date; and
4. allocation of a portion of the Interstate Transfer Regional Reserve.

In addition, policies are established to deal with reallocation of funds that may become available from new sources, the contingency and cost savings or dropped projects.

A final aspect of the resolution deals with the issue of local match. For the past several years, funding has been allocated to projects for which local match has not been available. As a result, available funds have not been spent while other projects have gone unfunded. This resolution identifies as a regional priority use of

future State Transit Capital Assistance for the capital projects required for continued operations. The expansion projects are therefore the local match responsibility of the local jurisdictions and must be committed within 18 months of scheduled construction. If not, the funds will be reallocated to other unfunded components of the program.

THE EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 88-897.

AC/sm
9220C/540
04/14/88

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING THE	)	RESOLUTION NO. 88-897
TRANSPORTATION IMPROVEMENT)	
PROGRAM FOR THE TRANSIT CAPITAL	)	Introduced by Rena Cusma,
IMPROVEMENTS	)	Executive Officer

WHEREAS, Resolution No. 87-833 endorsed the Five-Year Transit Development Program developed by Tri-Met which identified a capital shortfall of \$14.5 million which has subsequently been updated to \$29 million in order to implement the full \$104.75 million capital program; and

WHEREAS, Tri-Met has completed an evaluation of remaining projects in the Section 3 "Trade" program; and

WHEREAS, Federal funding currently available to the Portland region for capital purposes is UMTA Section 9 in the amount of \$32.88 million and UMTA Section 3 "Trade" funds in the amount of \$28.5 million; and

WHEREAS, There remains \$7,238,578 in the Interstate Transfer Regional Reserve and \$1.26 million in surplus Interstate Transfer "Transit" funds, a portion of which will be required in order to implement transit capital projects required for future service expansion; now, therefore,

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District endorses Attachments A and B as the regional five-year transit capital program.

2. That the Transportation Improvement Program is amended to reflect Section 3 "Trade" allocations in accordance with Attachment C.

3. That the Transportation Improvement Program is amended to transfer Interstate - 4R funds from Lents Park-and-Ride to Tigard Park-and-Ride.

4. That the Transportation Improvement Program is amended to authorize application for \$14.4 million in Section 3 Discretionary funding for light rail vehicles and convention center area transit improvements.

5. That the Transportation Improvement Program is amended to revise the scope of the Banfield LRT project to include additional park-and-ride lot capacity within currently committed funds (Banfield Full-Funding Agreement), subject to settlement of outstanding claims.

6. That the Transportation Improvement Program is amended to allocate \$1.26 million of surplus Interstate Transfer Transit funds toward bus acquisition.

7. That the Transportation Improvement Program is amended to allocate \$2.1 million from the Interstate Transfer Regional Reserve for establishment of a TDP Reserve for buses in the event funding is not available from other sources, cost savings or because projects are dropped due to lack of local match.

8. That funding that becomes available from new sources, cost savings, projects that are dropped or from contingency will be used for the following priorities:

- a. First, for projects identified on Attachment A as funded in the event required for cost increases or lack of funding from the identified source;
- b. Second, for projects identified on Attachment A as unfunded; and
- c. Third, to reduce the use of the \$2.1 million Interstate Transfer TDP Reserve.

9. That the regional priority for use of future state transit capital assistance is established for projects identified in Attachment D.

10. That the projects identified in Attachment E are the responsibility of local jurisdictions to provide local match commitment which must be available within 18 months of scheduled construction. In the event local match is not committed, the federal funding allocation will be transferred to other approved projects.

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

Mike Ragsdale, Presiding Officer

AC/sm
9220C/540
03/29/88

ATTACHMENT A -- SUMMARY TRANSIT CAPITAL PROGRAM

Priority 1	Cost	Section 9	Section 3				Interstate	Local Match Required	Committed
			Trade	Discretionary	F.F.A.	(e) (4)			
Standard Buses	\$ 35.19 m.	\$15.55 m.	\$ 9,440,000	--	--	\$ 3.36 m.	--	\$6.84 m.	
Small Buses	1.50	1.20	---	--	--	--	--	.30	
SMT Buses	2.57	2.06	---	--	--	--	--	.51	
Maintenance Vehicles	.30	.24	---	--	--	--	--	.06	
Parts & Equipment	14.10	11.28	---	--	--	--	--	2.82	
Westside P.E.	1.99	1.59	---	--	--	--	--	.40	
Merlo Road	.29	--	230,000	--	--	--	--	.06	\$.06 m.
LRVs	15.0	--	---	\$12.0 m.	--	--	--	3.00	
Support Serv./Conting.	2.9	--	2,312,106	--	--	--	--	.58	
<u>Priority 2</u>									
Route Terminus	.30	.24	---	--	--	--	--	.06	
Shelters	.40	.32	---	--	--	--	--	.08	
Accessible Stops	.50	.40	---	--	--	--	--	.10	
Transit Transfers	2.05	--	1,643,656	--	--	--	--	.41	.41
Washington County TSM	1.53	--	1,220,000	--	--	--	--	.31	
Morrison Buslane	.1	--	78,240	--	--	--	--	.02	
S.W. Transfers	.5	--	400,000	--	--	--	--	.10	
Convention Center	3.0	--	---	2.4	--	--	--	.60	.60
North Mall	10.0	--	8,000,000	--	--	--	--	2.00	2.00
<u>Priority 3</u>									
MAX Park-and-Ride	2.5	--	---	--	\$2.0 m.	--	--	.50	
Tigard Park-and-Ride	1.6*	--	---	--	--	--	\$.38 m.	.26	
Sunset Transit Center	6.53	--	5,220,000	--	--	--	--	1.31	.91
Lake Oswego T. C.	1.6*	--	---	--	--	--	--	.32	
Washington Sq. T. C.	.4*	--	---	--	--	--	--	.08	
Lents Park-and-Ride	.41*	--	---	--	--	--	--	.03	
Oregon City P-and-R	1.2*	--	---	--	--	--	.32	.25	
TOTAL	\$105.51 m.	\$32.88 m.	\$28,544,002	\$14.4 m.	\$2.0 m.	\$3.36 m.	\$.70 m.	\$20.11 m.	

* Tigard Park-and-Ride, Lake Oswego Transit Center, Washington Square Transit Center, Lents Park-and-Ride, Oregon City Park-and-Ride authorized to proceed with alternate funds or through cost savings of other approved projects.

ATTACHMENT B

Priority 1	FY'88	FY'89	FY'90	FY'91	FY'92	Total Federal
Section 9						
Standard buses	0	0	2.96	7.34	5.25	15.55
Small buses	1.20	0	0	0	0	1.20
SNT Buses	0	0.52	0.52	0.52	0.52	2.06
Maintenance vehicles	0.01	0.07	0.07	0.04	0.05	0.24
Parts & Equipment	1.90	2.76	2.42	2.20	2.00	11.28
Westside PE/FEIS	1.59	0	0	0	0	1.59
Sub-total	4.70	3.35	5.97	10.10	7.82	31.92
Section 3						
Standard buses	0	5.06	4.38	0	0	9.44
Merlo Access Rd.	0.23	0	0	0	0	0.23
LRV's	0	0	0	6.00	6.00	12.00
Support Services/ Contingency	0	0.58	0.58	0.58	0.58	2.32
Sub-total	0.23	5.64	4.96	6.58	6.58	23.99
e(4)						
Standard buses	0	1.26	0	0	2.1	3.36
Sub-total	0	1.26	0	0	2.1	3.36
TOTAL	4.93	10.25	10.93	16.68	16.50	59.27
Priority 2	FY'88	FY'89	FY'90	FY'91	FY'92	Total Federal
Section 9						
Route terminus sites	0	0.06	0.06	0.06	0.06	0.24
Shelters/Amenities	0	0.08	0.08	0.08	0.08	0.32
Accessible stops	0	0.10	0.10	0.10	0.10	0.40
Sub-total	0	0.24	0.24	0.24	0.24	0.96
Section 3						
Transit Transfers	0	0.41	0.41	0.41	0.41	1.64
Wash. Co. TSM	0	0	0	0	1.22	1.22
Morrison Bus lane	0	0.01	0.07	0	0	0.08
S.W. Transfers	0	0	0.40	0	0	0.40
Convention Center LRT Station	2.40	0	0	0	0	2.40
North Mall Ext.	0	0.80	3.60	3.60	0	8.00
Sub-total	2.40	1.22	4.48	4.01	1.63	13.74
TOTAL	2.40	1.46	4.72	4.25	1.87	14.70

Priority 3	FY'88	FY'89	FY'90	FY'91	FY'92	Federal	
Section 3							
Sunset T.C./P&R	0	3.7	1.52	0	0	5.22	
Sub-total	0	3.7	1.52	0	0	5.22	
FFA							
MAX Park & Rides	0	0	0	1.2	0.8	2	
Sub-total	0	0	0	1.2	0.8	2	
Interstate 4R							
Oregon City P & R	0	0.32	0	0	0	0.32	
Tigard Park & Ride	0	0.38	0	0	0	0.38	
Sub-total	0	0.7	0	0	0	0.7	
Other							
Tigard P & R	0	0.9	0	0	0	0.9	
Oregon City P & R	0	0.88	0	0	0	0.88	
Lake Oswego T.C.	0	1.28	0	0	0	1.28	
Washington Sq. T.C.	0	0	0	0	0.32	0.32	
Sub-total	0	3.06	0	0	0.32	3.38	
TOTAL	0	7.46	1.52	1.2	1.12	11.3	
GRAND TOTALS	Federal	7.33	19.17	17.16	22.13	19.49	85.27

ATTACHMENT C

Section 3 Trade Funds

	<u>Current</u> <u>Authorization</u>	<u>Proposed</u> <u>Change</u>	<u>Proposed</u> <u>Authorization</u>	<u>Amount</u> <u>Remaining</u>
Banfield LRT	\$20,150,000	0	\$20,150,000	0
Tigard Transit Ctr.	1,020,866	0	1,020,866	0
Oregon City Transit Ctr.	840,140	0	840,140	0
Portland T. Transfers	2,692,976	0	2,692,976	\$1,643,656
North Terminal	1,040,000	0	1,040,000	0
Beaverton Park-and-Ride	811,200	0	811,200	0
Sunset Transit Center	8,489,235	0	8,489,235	5,220,000
Merlo Garage	6,188,093	0	6,188,093	0
Hillsboro Transit Ctr.	1,574,619	0	1,574,619	0
Beaverton Transit Ctr.	3,333,600	0	3,333,600	0
Glisan Buslane	363,200	0	363,200	0
Milwaukie Transit Ctr.	18,000	0	18,000	0
Park-and-Ride Engineering	295,494	0	295,494	0
North Burnside TSM	78,240	0	78,240	0
SUBTOTAL	\$46,895,663	0	\$46,895,663	\$6,863,656
Bus Purchases	\$ 5,564,800	+\$ 8,483,608	\$14,048,408	\$ 9,440,000
Merlo Road	388,538	+230,000	618,538	230,000
North Mall Extension	2,944,000	+5,196,000	8,140,000	8,000,000
Support Serv./Conting.	4,055,061	+82,371	4,137,432	2,312,106
SUBTOTAL	\$12,952,399	+\$13,991,979	\$26,944,378	\$19,982,106
Westside Reserve	\$ 105,559	-\$ 105,559	0	0
Airport Transit Center	1,700,000	-1,700,000	0	0
Lake Oswego Transit Ctr.	1,200,000	-1,200,000	0**	0
Tigard Park-and-Ride	1,565,217	-1,565,217	0*	0
Oregon City Park-and-Ride	1,200,000	-1,200,000	0*	0
Wash. Co./Beaverton TSM	3,653,543	-1,093,583	\$ 2,559,960	\$ 1,220,000
Lovejoy Ramp	28,160	-28,160	0	0
Southwest Transfers	1,200,000	-800,000	400,000	400,000
Wash. Sq. Transit Ctr.	320,000	-320,000	0**	0
Tanasbourne Transit Ctr.	560,000	-560,000	0	0
Tualatin Transit Ctr.	720,000	-720,000	0	0
Downtown Portland TSM	4,699,460	-4,699,460	0	0
SUBTOTAL	\$16,951,939	-\$13,991,979	\$ 2,959,960	\$ 1,620,000
GRAND TOTAL	\$76,800,000	0	\$76,800,000	\$28,465,762

* Oregon City Park-and-Ride and Tigard Park-and-Ride to be funded through FAI-4R.

**Lake Oswego Transit Center, Washington Square Transit Center authorized to proceed with alternate funds or through cost savings of other approved projects.

ATTACHMENT D

Regional Priority for Local Match

	<u>Match Required</u>
Standard Buses	\$ 6.84 m.
Small Buses	.30
SNT Buses	.51
Maintenance Vehicles	.06
Parts and Equipment	2.82
Westside LRT	.40
LRVs	3.00
Route Terminus Sites	.06
Shelters	.08
Accessible Stops	.58
Support Service/Contingency	
TOTAL LOCAL MATCH REQUIRED	\$14.65 m.
Projected Local Match:	
Stripper Well	\$ 2.54 m.
Committed Tri-Met Match (FY 88, 89)	.92
Projected Tri-Met Match (FY 90, 91, 92)	4.74
Projected State Capital Assistance (FY 90, 91, 92)	7.50
TOTAL LOCAL MATCH AVAILABLE	\$15.70 m.
SURPLUS	\$ 1.05 m.

9220C/540

ATTACHMENT E

Local Jurisdiction Match Responsibility

	<u>Match Required</u>
Merlo Road	\$.06 m.
Transit Transfers	.41
Washington County TSM	.31
Morrison Buslane	.02
Southwest Transfers	.10
Convention Center Transit Center	.60
North Mall Extension	2.00
MAX Park-and-Ride	.50
Tigard Park-and-Ride	.26
Sunset Transit Center	1.31
Oregon City Park-and-Ride	.25
Lake Oswego Transit Center	.32
Washington Square Transit Center	.08
Lents Park-and-Ride	.03
TOTAL LOCAL MATCH REQUIRED	<u>\$6.25 m.</u>
 Projected Local Match:	 \$.06 m.
Merlo Road	
Transit Transfers	
Portland	.31
Tri-Met	.10
Convention Center Transit Center	.60
North Mall Extension	2.00
Sunset Transit Center	.90
Surplus State Transit Capital Assistance (See Attachment D)	<u>1.05</u>
TOTAL LOCAL MATCH AVAILABLE	\$5.02 m.
 SHORTFALL	 \$1.23 m.



METRO

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

Memorandum

Agenda Item No. 7.3

Meeting Date May 12, 1988

Date: April 27, 1988

To: Metro Council

From: Councilor Gary Hansen
Chair, Council Solid Waste Committee

Regarding: SOLID WASTE COMMITTEE REPORT ON MAY 12, 1988, COUNCIL
MEETING AGENDA ITEMS

Agenda Item Consideration of Resolution No. 88-866, for the
Purpose of Suspending MOU (Memorandum of
Understanding) Negotiations with Combustion
Engineering Pending Approval of a Facility Site
in Columbia County.

Committee Recommendation

The Committee recommends Council adoption of Resolution
No. 88-866.

Discussion

A public hearing was held on the resolution but no testimony was received. Paragraph one of the resolution states that a "resource recovery facility is necessary for disposal of up to 48 percent of the solid waste...." Councilor Gardner questioned the use of the word "necessary" and suggested that the wording be changed. Also, in paragraph three, the wording regarding the tip fee should read "is within 38 cents of 120 percent of landfill based system cost." The Committee passed a motion to have staff correct some of the inaccuracies and confusing wording in the resolution (paragraphs one and three of the "WHEREAS" section).

The Committee voted 4 to 1 to recommend Council adoption of Resolution No. 88-866. Voting aye: Councilors DeJardin, Hansen, Kelley and Van Bergen. Voting nay: Councilor Gardner. This action taken April 20, 1988.

Memorandum
April 27, 1988
Page 2

Agenda Item Consideration of Resolution No. 88-867, for the Purpose of Continuing MOU Negotiations with Riedel Environmental Technologies for a Mass Composting Facility.

Committee Recommendation

The Committee recommends Council adoption of Resolution No. 88-867.

Discussion

A public hearing was held on the resolution but no testimony was received. The Committee voted 4 to 0 to recommend Council adoption of Resolution No. 88-867. Voting aye: DeJardin, Gardner, Hansen and Van Bergen. This action taken April 20, 1988.

RB/sm
9444C/D5

cc: Donald E. Carlson
Marie Nelson

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF SUSPENDING	)	RESOLUTION NO. 88-866A
MEMORANDUM OF UNDERSTANDING)	
NEGOTIATIONS WITH COMBUSTION	)	Introduced by Rena Cusma,
ENGINEERING FOR A REFUSE-DERIVED	)	Executive Officer
FUEL FACILITY, PENDING APPROVAL)	
OF A FACILITY SITE)	

WHEREAS, The Metropolitan Service District has determined, as part of its Solid Waste Reduction Program adopted in Resolution No. 85-611, that up to 48 percent of the municipal solid waste in the Portland tri-county planning area could be allocated to alternative technology; and

WHEREAS, The two-part Request for Qualifications and Request for Proposals solicitation and selection process, followed by preliminary negotiations with the top systems contractors yielded Combustion Engineering as that firm with which to negotiate a Memorandum of Understanding for a refuse-derived fuel facility for disposal of 350,000 TPY; and

WHEREAS, The tip fee negotiated through the Memorandum of Understanding process is within 38 cents of 120 percent of a landfill based system cost, the Metropolitan Service District's contract with Oregon Waste Systems for services of an out-of-region landfill; and

WHEREAS, Elected officials from Columbia County have previously requested that the Metropolitan Service District cause a resource recovery plant to be located within Columbia County; and

WHEREAS, Columbia County has yet to make a final decision to approve the siting of a resource recovery facility within the County at any specific site; and

WHEREAS, Final contract negotiations with Combustion Engineering on the site now specified by Combustion Engineering in Clatskanie, Columbia County will include detailed cost and environmental impact information; and

WHEREAS, A different site, found acceptable according to the same criteria including economics, environment, transportation, and politics, may be needed if no site is available in Columbia County; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District requests the Executive Officer suspend the Memorandum of Understanding negotiations with Combustion Engineering, pending approval of a refuse-derived fuel facility site by Columbia County or another acceptable site outside Columbia County.

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

Mike Ragsdale, Presiding Officer

JM/sm
9452C/540
04/27/88



METRO

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

Memorandum

Agenda Item No. 7.4

Meeting Date May 12, 1988

Date: February 11, 1988

To: Metro Council

From: Rena Cusma, Executive Officer *RC*

Regarding: RESOLUTION NO. 88-867

CONSIDERATION OF RESOLUTION NO. 88-867 FOR THE PURPOSE OF CONTINUING MEMORANDUM OF UNDERSTANDING NEGOTIATIONS WITH RIEDEL ENVIRONMENTAL TECHNOLOGIES FOR A MASS COMPOSTING FACILITY

Background

Metro staff and advisors developed an Memorandum of Understanding document for negotiations with Riedel Environmental Technologies (RET) in November, and conducted two sessions with them in December and January as scheduled. Metro's negotiating team was unable to complete negotiations with RET due to lack of information on facility cost, financial structure, compost market, and risk allocation. RET has agreed to furnish this information in a timely fashion, to resume negotiations. By April 15, 1988, RET has agreed to provide a firm facility price, as well as attempt to secure contracts from compost users for at least 25 percent of the compost product from the facility.

Recommendation

Approve resolution to continue Memorandum of Understanding negotiations with RET.

JM/sm
8962C/D1

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF CONSIDERATION	)	RESOLUTION NO. 88-867
OF CONTINUING MEMORANDUM OF)	
UNDERSTANDING NEGOTIATIONS WITH	)	Introduced by Rena Cusma
RIEDEL ENVIRONMENTAL TECHNOLOGIES	)	Executive Officer
FOR A MASS COMPOSTING FACILITY)	

WHEREAS, The Metropolitan Service District has determined,
as part of its Solid Waste Reduction Program adopted in Resolution
No. 85-611, that ~~a resource recovery facility(ies) is necessary for~~
upto 48% of the munic SW in the Portland
tri-county area - same as SLBA
~~the disposal of up to 48 percent of the municipal solid waste in the~~
~~Portland tri-county area; and~~

WHEREAS, The two-part Request for Qualifications and
Request for Proposals solicitation and selection process yielded
mass composting as a feasible technology, and Riedel Environmental
Technologies as the systems contractor with which to negotiate a
Memorandum of Understanding for a mass composting facility; and

WHEREAS, Negotiation could not be completed on schedule in
January due to incomplete information related to facility cost,
financial structure, compost market, and risk allocation; and

WHEREAS, Riedel Environmental Technologies has agreed to
provide this additional information in a timely fashion to resume
Memorandum of Understanding negotiations:

1. Provide firm facility price not subject to further
adjustment for reason other than Metro initiated
changes and escalation according to the Chemical
Plant Index.
2. Attempt to secure option on property for facility
site of sufficient length to complete financing of
the project.
3. Engage an investment banking firm to develop a
workable financing plan.

4. Attempt to secure a Letter of Intent/Purchase Contract from a compost user for at least 25 percent of the expected compost product from the facility.
5. Finalize risk allocation that does not significantly depart from the risk allocation provisions set forth in Metro's Request for Proposals; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District requests the Executive Officer to continue discussion with Riedel Environmental Technologies to conclude Memorandum of Understanding negotiations.

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

Mike Ragsdale, Presiding Officer

JM/gl
8945C/531
02/08/88



METRO

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

Memorandum

Agenda Item No. 7.5

Meeting Date May 12, 1988

Date: May 4, 1988

To: Metro Council

From: Councilor Gary Hansen ^{GH}
Chair, Council Solid Waste Committee

Regarding: SOLID WASTE COMMITTEE REPORT ON MAY 12, 1988, COUNCIL
MEETING AGENDA ITEM

Agenda Item 7.5

Consideration of Resolution No. 88-888, for
the Purpose of Evaluating Source Separated
Recycling Alternatives

Committee Recommendation

The Solid Waste Committee recommends Council adoption of Resolution No. 88-888 as amended.

Discussion

Jeanne Roy of Recycling Advocates spoke in favor of Resolution No. 88-888 and urged Council adoption. She stated that Metro should determine what will be removed from the wastestream before the Council makes a decision on a transfer station. She addressed the major points from Exhibit A of the resolution.

Councilor DeJardin said he would like to hear from the hauling industry before any of the recycling proposals are actually implemented.

Councilor Van Bergen stated that Metro should not delay the RFP for the Metro East Transfer & Recycling Center until the feasibility report referred to in Resolution No. 88-888 is completed.

Councilor Gardner said that the intent of the resolution is not to delay the transfer station but to get the recycling feasibility report as soon as possible.

Councilor Van Bergen offered an amendment to the resolution which was approved 7 to 0. The amendment adds the following wording to the end of paragraph 2 of the resolved section -- "but this is not intended to delay the transfer station process."

Memorandum
May 4, 1988
Page 2

The Committee voted 6 to 1 to recommend Council adoption of Resolution No. 88-888. Voting aye: Cooper, Gardner, Hansen, Kelley, Kirkpatrick and Van Bergen. Voting nay: DeJardin. This action taken May 3, 1988.

RB/sm
9486C/D1

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF EVALUATING
SOURCE SEPARATED RECYCLING
ALTERNATIVES

)
)
)
)

RESOLUTION NO. 88-888

Introduced by Councilors
Gardner and Kirkpatrick

WHEREAS, The Council of the Metropolitan Service District has established Solid Waste reduction policies through adoption of Resolution No. 85-611A; and

WHEREAS, The Metro Council has adopted a Solid Waste Reduction Program through enactment of Ordinance Nos. 86-199, 86-200 and 86-201; and

WHEREAS, The Solid Waste Reduction Program sets a goal of recovering 52 percent of the waste stream through implementation of reduce, reuse and recycling programs; and

WHEREAS, Various interested groups (Recycling Advocates, Oregon Environmental Council and the Sierra Club) have submitted suggestions for programs to achieve optimum recycling rates; now, therefore,

BE IT RESOLVED,

1. That the Executive Officer cause an evaluation to be made of the feasibility of the source separation alternatives set forth in Exhibit A attached.

2. That such feasibility report be submitted to the Council of the Metropolitan Service District prior to issuance of an Request for Proposal for the Metro East Transfer and Recycling Center(s), but this is not intended to delay the transfer station process.

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

Mike Ragsdale, Presiding Officer



RECYCLING ADVOCATES

PROPOSAL FOR EFFECTIVE RECYCLING SYSTEMS

This proposal is submitted to Metro by Recycling Advocates, Oregon Environmental Council, and Sierra Club.

We believe that Metro's goal for a 52% recycling rate can be achieved and should be retained in the Solid Waste Plan. However, Metro needs to make decisions now on the means to attain this rate. The particular source separation system chosen should dictate the type of materials recovery facilities planned and the design of the composting facility.

Following are alternative methods of achieving an optimum recycling rate. We ask that they be immediately evaluated. To ensure an in-depth study, we ask that Metro hire an independent consultant who is an expert in putting together recycling systems.

1. A two or three-can collection system

Under a two-can system residential and commercial customers would have separate containers for co-mingled recyclables (glass, metals, paper, plastics, and wood) and for non-recyclable garbage.

Under a three-can system customers would separate waste into dry recyclables (as above), wet recyclables (food and yard debris), and trash.

2. Significant enhancement of the present collection system with addition of lumber and yard debris components

Stackable container, weekly curbside collection, and/or mandatory source separation

Residents (including apartment dwellers) would receive 3 stackable containers to be collected weekly.

Source separated material and high-grade routes for commercial waste

Routes would be set up to obtain loads with one material (corrugated, glass, office paper) and loads with a high proportion of recyclables.

Lumber drop-off sites

Bi-monthly collection of yard debris (March-October)

In Addition to selecting a collection method, Metro needs to use its statutory authority to create economic incentives:

Rate incentives

Metro should establish a rate differential (or disposal credit) at the landfill for haulers based on the ratio of materials sold for recycling compared to the waste dumped.

Metro should offer disposal credits for haulers who dispose of high-grade loads at materials recovery centers.

Metro should offer disposal credits for haulers who dispose of yard debris at processing centers.

Grants

Metro should make grants available to private companies and municipalities for collection programs and for market development.

EXAMPLES OF PROGRAMS WHICH INCREASE RECYCLING

Two-can system

The southern half of Seattle is now using a two-can system for collection of recyclables. The 60 or 90-gallon wheeled plastic cans provided by the hauler are filled with glass, cans, scrap paper, and news and collected monthly. The co-mingled recyclables are transported in a regular compacter truck and separated at an intermediate processing center. After only one month 40% of the households are participating.

In New York, Connecticut, California, and New Jersey a number of communities are using variations of the two-can system. Typically only 2-3 items are comingled, but a few include plastics as well. These programs rely on an intermediate processing center where materials are sorted and packaged for marketing.

Containers

When San Jose added containers to its curbside program on a test basis, the participation rate was 72% in those neighborhoods with containers compared to 35% for those without. Now that containers have been provided to all 60,000 households, the participation rate is 60-72%. Santa Rosa had a similar experience with participation rising from 35% to 70%. In an Urbana, Illinois pilot project the participation rate increased from 11% to 83%.

On the average containers increase participation rates 10-20 percentage points according to a 1987 report by Resource Conservation Consultants. Differences depend on the type of container, whether it is provided free of charge, and whether it is delivered to the household. In San Jose and northern Seattle 3 color-coded rectangular stackable plastic containers are brought to the resident but remain the property of the city or hauler.

Some container programs allow partial comingling. For example, in San Jose glass colors can be mixed in one container; tin and aluminum can be mixed in another. Separation is done on the truck. Diane's Recycling Service in Portland makes available to its customers a bin made out of recycled plastic. Customers are asked to keep newspapers and scrap paper separate in kraft bags but may mix glass, metal, and plastic items in the bin.

Weekly Collection

A 1987 study by Resource Conservation Consultants of 41 curbside collection programs showed that monthly programs achieved an average participation rate of 24% while weekly programs achieved a rate of 53%.

Mandatory Collection

Three states now require mandatory source separation: New Jersey, Rhode Island, and Connecticut (the latter to be effective in 1991). In addition many cities and counties have mandated separation on their own. The number of items mandated ranges from one--newspapers in Delaware County, Pennsylvania--to six--bottles, cans, news, scrap paper, yard debris, and oil in Camden New Jersey. In Philadelphia, Pennsylvania an ordinance mandating source separation of recyclables was passed in June. The regulations, to be phased in over a 2-year period, require residents and businesses to separate newspaper, plastic containers, glass, cans, and yard debris.

A Resource Conservation Consultants study of 46 recycling programs around the country found that mandatory programs had between 59-66% higher participation rates than voluntary programs. A 1979 EPA study of 177 curbside programs, 43 of which were mandatory, concluded that mandatory ordinances averaged a 30% greater participation rate.

Commercial Source Separation Programs

There are three materials for which separate routes may be justified: corrugated cardboard, high grade office paper, and glass from hotels and restaurants.

Portage County, Wisconsin sends a packer truck to pick up corrugated at designated sites on a regular schedule throughout the county. In the City of Portage where municipal collectors operate a separate corrugated route weekly, separation by businesses is required. Santa Monica, California collects corrugated in city trucks. In Halton Region, Ontario, waste haulers are being informed that corrugated will soon be banned from disposal sites so that they will develop a separate system for collecting it.

New York City contracts with a company to organize office paper recycling in buildings. In San Francisco the city and county operate an office paper recycling program for government offices in over 50 buildings. These include hospitals and colleges as well as administrative offices. Desk-top holders are provided to employees who empty them into central containers located in various places in each building. A private contractor collects them. Participation is rated at 50%.

In Toronto, Canada, office paper collection is run by Youth Ventures Recycling, a company which provides work experience for hard-to-employ youth. High grade paper is collected from 200-250 clients using two 5-ton box trucks, one of which is fitted with a hydraulic loading system. Plastic wheeled bins are used for storage and collection in buildings where needed. Paper that is mixed will be collected from customers for a fee and then hand sorted at Youth Venture's warehouse.

In 1985 the City of San Francisco gave a disposal company a matching grant to establish separate glass recycling service for hotels, bars, and restaurants. Three hundred customers recycle 200 tons per month. Customers use 60 or 90-gallon plastic wheeled containers for glass only provided by the disposal company and receive rebates for the amount of glass recycled. A 22-cubic yard open truck with a loader fork collects the glass from a different part of the city each of the 5 week days. The most effective way of securing participants was having a representative visit those customers identified as generating large quantities of glass. In Anaheim, California haulers pay restaurants \$20 per ton for their separated glass.

In the Metro area some source separation is already occurring, and some high grade loads go to Oregon Processing and Recovery Center. The amount could be increased by economic incentives and outreach programs to targeted businesses.

Lumber drop offs

Urban Ore operates two sites in Berkeley, California for lumber. One is in front of the transfer station where a hauler can drop off lumber before entering the station. The lumber is sorted for different uses--from fire wood, to garden lumber, to structural lumber--and sold. Junk lumber is transported to another site where it is shredded for burning in boilers. The other is a building materials buy-back center where all kinds of reusable items coming out of buildings can be sold (doors, windows, molding, dimensional lumber, toilets, sinks, stoves, pipe, tiles).

Yard Debris

Davis, California, which uses a claw to collect limbs, leaves, and grass in a weekly curbside program, collects virtually all residential yard debris. Other communities, such as Ramsey County, Minnesota; Tenafly, New Jersey; and Brookhaven, New York, collect 75-90% of the yard debris generated.

An Oregon City, Oregon hauler who provides weekly curbside yard debris collection, reports an 85% participation rate. This material is composted at Grimm's Fuel and sold for ground cover.

The programs generating the most yard debris are paid for through a tax base or through a uniform garbage collection fee.

Another system is employed by West Linn. It opens a yard debris depot every Saturday (except Dec. and Jan.) where residents can drop off yard debris for a small fee. Two free days are offered per year to encourage wider participation. The debris is chipped and composted on site and sold back to residents. Approximately 60% of yard debris generated in West Linn is handled at the site.

Variations of the Oregon City and West Linn models could be used for the rest of the Metro region:

Curbside collection programs could be weekly, bimonthly, or monthly.

Depots could be established for every 20,000 residents. Options range from manned drop boxes or compactor trucks on public property available the first Saturday of every month to fenced sites open every Saturday.

Incentives

Some increased recycling will occur if disposal fees are doubled. However, maximum feasible source separation will not occur unless additional measures are taken by Metro. The 1985 Waste Reduction Plan contains measures Metro can take such as waste auditing services, grants and loans, certification of local collection services, rate incentives, institutional purchasing, and market development.

Hennepin County, Minnesota has set aside \$2.7 million to reimburse local governments for varying percentages of their recycling collection costs based on the percent they recycle. The State of New Jersey gives grants to local governments based on the tons they recycle. It also makes loans available to recycling companies for research and development. All government agencies must give preference to composted material in land maintenance. And at least 45% of paper products purchased by the state must be of at least 50% secondary fiber by 1989.



METRO

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

Memorandum

Agenda Item No. 8.1

Meeting Date May 12, 1988

Date: March 15, 1988

To: Metro Council

From: Daniel B. Cooper, General Counsel

Regarding: CONSIDERATION OF ORDER NO. 88-18, IN THE MATTER OF
CONTESTED CASE NO. 87-5, A PETITION FOR MAJOR AMENDMENT
OF THE URBAN GROWTH BOUNDARY BY BENJFRAN DEVELOPMENT
COMPANY

In July of 1987, BenjFran Development Company submitted to Metro a petition for major amendment of the Urban Growth Boundary (UGB). The matter was given a contested case hearing before Metro Hearings Officer Christopher P. Thomas on October 20, 1987 and November 20, 1987. Mr. Thomas issued his report, recommending that the petition be denied, on February 19, 1988. Parties were given until March 10, 1988 to file exceptions to his report.

At the March 10, 1988 Council meeting, the Presiding Officer scheduled Council consideration of this matter for April 14, 1988,* at which time the parties will be given an opportunity to present oral argument on the exceptions. The attached order is being forwarded to you now for your information only, along with the Hearings Officer's report and timely filed exceptions, which are being distributed under separate cover.

Pages 5-10 of the Hearings Officer's report list the exhibits that constitute the record of this case to date. These documents have been placed in the Council office. Exhibits may be checked out from Council Clerk Marie Nelson.

JH/sm
9189C/D3

NOTE: The April 14 consideration date was later changed to April 28, 1988.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

IN THE MATTER OF CONTESTED CASE)
NO. 87-5, A PETITION FOR A MAJOR)
AMENDMENT OF THE URBAN GROWTH)
BOUNDARY BENJFRAN DEVELOPMENT)
COMPANY)

ORDER NO. 88-18

WHEREAS, BenjFran Development Company submitted a petition for a major amendment of the Urban Growth Boundary in Washington County as shown in Exhibit A; and

WHEREAS, Such request was given a contested case hearing before a Metropolitan Service District Hearings Officer on October 20, and November 20, 1987; and

WHEREAS, The Hearings Officer has submitted Findings of Fact, Conclusions and a Recommendation, attached as Exhibit B; and

WHEREAS, Several parties have submitted certain exceptions to the Hearings Officer's Findings and Conclusions; and

WHEREAS, The Council of the Metropolitan Service District has reviewed the record and the exceptions received, agrees with the Findings of Fact, Conclusions and Recommendation as submitted by the Hearings Officer; now, therefore,

IT IS HEREBY ORDERED:

1. That the Council of the Metropolitan Service District accepts and adopts the Findings of Fact, Conclusions and Recommendation submitted by the Hearings Officer in Contested Case No. 87-5.

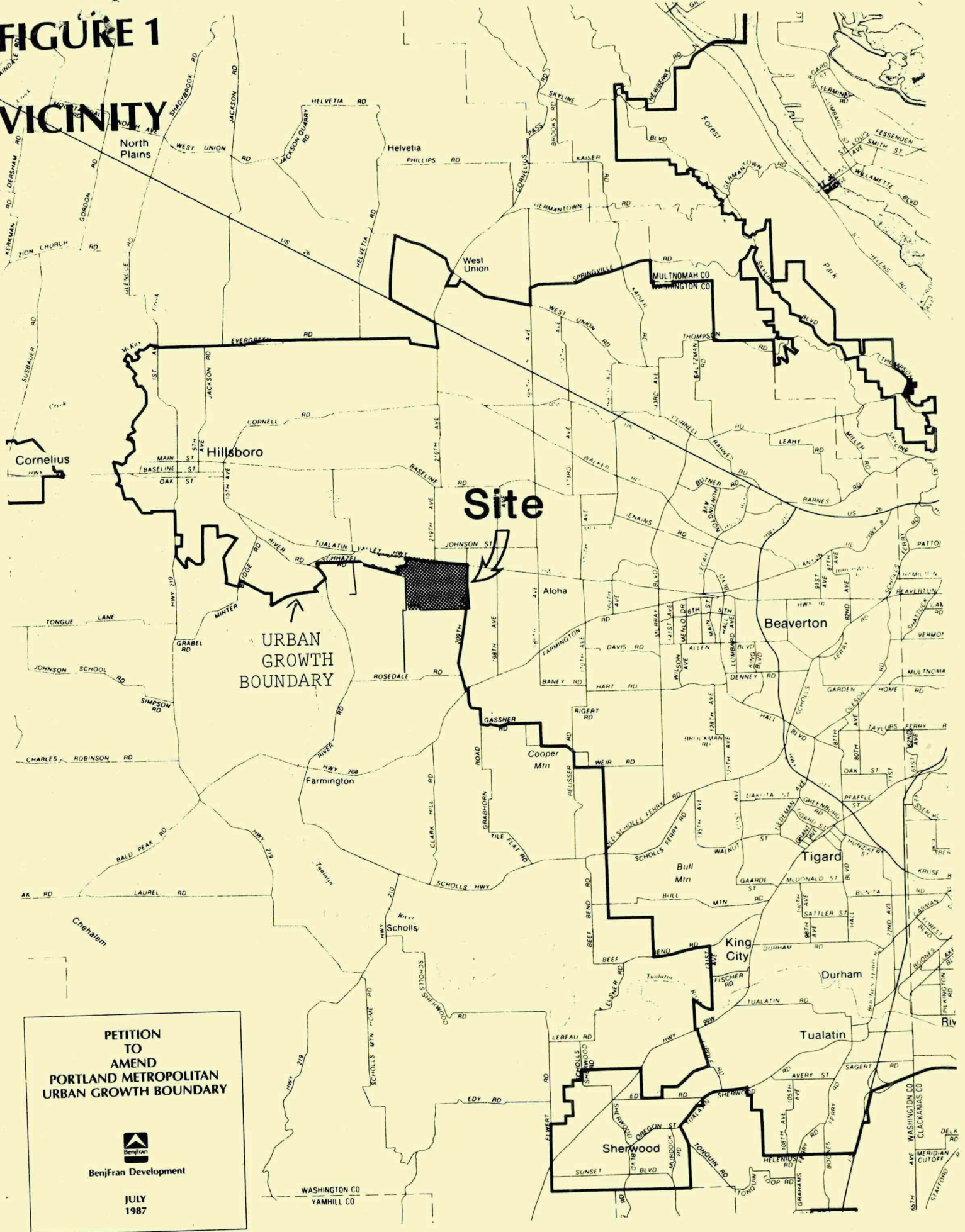
2. That the petition from BenjFran Development Company in Contested Case No. 87-5 is hereby denied.

SO ORDERED this _____ day of _____, 1988.


Mike Ragsdale, Presiding Officer

FIGURE 1

VICINITY



PETITION
TO
AMEND
PORTLAND METROPOLITAN
URBAN GROWTH BOUNDARY


BenjFran Development

JULY
1987



METRO

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

Memorandum

*Agenda Item 8.1
5/12/88*

Date: April 25, 1988

To: Metro Council

From: Dan Cooper, General Counsel *DC*

Re: CONSIDERATION OF ORDER #88-18 IN THE MATTER OF CONTESTED CASE NO. 87-5, A PETITION FOR MAJOR AMENDMENT OF THE URBAN GROWTH BOUNDARY BY BENJFRAN DEVELOPMENT COMPANY

This matter comes before you on the petition of BenjFran Development to amend the Metro UGB by adding approximately 483 acres located south of the Tualatin Valley Highway beginning at 209 Avenue west to approximately 229 Avenue near Hillsboro in Washington County.

This matter has been subject to a contested case proceeding and is before the council pursuant to Metro Code Section 2.05.035. An evidentiary hearing was held by the Metro hearing officer. At this time the record has been closed. The council is required to review the matter based on the evidence presently in the record.

The standards to be applied in this matter are the state wide Land Use goals in particular Goal 14 and Goal 2.

Goal 14 states in pertinent part:

GOAL 14 URBANIZATION - To provide for an orderly and efficient transition from rural to urban land use.

Urban growth boundaries shall be established to identify and separate urbanizable land from rural land.

Establishment and change of the boundaries shall be based upon considerations of the following factors:

- (1) Demonstrated need to accommodate long-range urban population growth requirements consistent with LCDC goals;
- (2) Need for housing, employment opportunities, and livability;
- (3) Orderly and economic provision for public facilities and services;
- (4) Maximum efficiency of land uses within and on the fringe of the existing urban area;
- (5) Environmental, energy, economic and social consequences;

- (6) Retention of agricultural land as defined, with Class I being the highest priority for retention and Class VI the lowest priority; and,
- (7) Compatibility of the proposed urban uses with nearby agricultural activities.

The results of the above considerations shall be included in the comprehensive plan. In the case of a change of a boundary, a governing body proposing such change in the boundary separating urbanizable land from rural land, shall follow the procedures and requirements as set forth in the Land Use Planning goal (Goal 2 for goal exceptions.

* * *

GUIDELINES

A. PLANNING

- 1. Plans should designate sufficient amounts of urbanizable land to accommodate the need for further urban expansion, taking into account (1) the growth policy of the area, (2) population needs (by the year 2000) (3) the carrying capacity of the planning area, and (4) open space and recreational needs.
- 2. The size of the parcels of urbanizable land that are converted to urban land should be of adequate dimension so as to maximize the utility of the land resource and enable the logical and efficient extension of services to such parcels.
- 3. Plans providing for the transition from rural to urban land use should take into consideration as a major determinant the carrying capacity of the air, land and water resources of the planning area. The land conservation and development actions provided for by such plans should not exceed the carrying capacity of such resources.

* * *

Goal 2 states in pertinent part:
OAR 644-04-010

Application of the Goal 2 Exception Process to Certain Goals.

* * *

(B) When a local government changes an established urban growth boundary it shall follow the procedures and requirements set forth in Goal 2 "Land Use Planning", Part II, Exceptions. An established urban

growth boundary is one which has been acknowledged by the commission under ORS 197.251. Revised findings and reasons in support of an amendment to an established urban growth boundary shall demonstrate compliance with the seven factors of Goal 14 and demonstrate that the following standards are met:

- (i) Reasons justify why the state policy embodied in the applicable goal should not apply (This factor can be satisfied by compliance with the seven factors of Goal 14);
- (ii) Areas which do not require a new exception cannot reasonably accommodate the use; ,
- (iii) The long-term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goad exception other than the proposed site; and
- (iv) The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts.

The Metro Council has not taken formal action other than its previous decisions in similar proceedings to formally define the standard it would apply to petitions to amend the UGB in cases where the requested amendment is for more than 50 acres. This contrasts with the provisions of Metro Code Chapter 3.01 which provide specific standards for minor locational adjustments to the UGB (under 50 acres).

The standards for this proceeding need not be previously established by Metro in any greater detail than the provisions of Goal 14 and Goal 2. BenjFran Development vs Metro 15 OR LUBA 319 (1987)

The central dispute in this case is whether there is a need for an APS industrial park in the region in order to attract industry needed to achieve the level of growth desired for the region.

The hearing officer concluded that the growth policy of the region will be achieved without such a park and therefore the park is not needed. The petitioners disagree.

In addition the hearing officer also found other defects with the petitioners proposal that are capable of being overcome with additional evidence or findings by the council that such evidence is not necessary.

Opponents to the proposal agree with the hearings officer on the question of need but disagree with other findings of the hearings officer which otherwise support the petition.

Memorandum
April 25, 1988
Page 4

The council has the following choices to make:

(1) If the council agrees with the hearing officer that there is no need for any additional "attractor" industrial park in the region in order to maintain needed industrial growth the council should adopt the proposed order and deny the petition.

(2) If the council agrees that additional needed industry can only be attracted to the region by the type of industrial park proposed by the petitioner the case should either be remanded to the hearing officer for further proceedings to establish a basis to support adoption of the proposed amendment or the council should direct the General Counsel to prepare findings to support the grant of the application.

(3) If the council determines that regardless of the "need" for the proposed industrial park the petitioner has failed to carry its burden of proof on other required matters, the proposed order should be amended to signify that there are additional grounds to reject the petition. This should be done by directing the General Council to prepare an amended order.

NOTE -

EXHIBIT B TO

ORDER # 88-18

IS IN THE ORDER

FILE

- Ann



METRO

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

Memorandum

10.1, 10.2, 10.3
5/12/88 COUNCIL

Date: May 10, 1988
To: Metro Council
From: David Knowles, Chair
Planning and Development Committee
Regarding: Committee Report -- Agenda Items on the May 12, 1988
Council Meeting Agenda:

- ITEM 10.1 RESOLUTION NO. 88-915 For the Purpose of Supporting a Statutory Change to Provide for an Elected Council and Executive Officer
- ITEM 10.2 RESOLUTION NO. 88-917 For the Purpose of Supporting a Statutory Change to Increase the Size of the Council to 13 Members
- ITEM 10.3 RESOLUTION NO. 88-916 For the Purpose of Supporting Statutory Changes to Allow the Council to Reapportion Itself and Allow Full Use of the Voters' Pamphlet for District Measures

These resolutions are the result of a recent survey of Council members on issues affecting the District which are being considered by the Interim Task Force on Metropolitan Regional Government. The survey results are shown in the attached memo from Don Carlson to the Committee dated April 19, 1988. Action taken by the Council on these resolutions will be forwarded to the Task Force Subcommittee on Governance.

In regard to the issue of Governance Structure, the Committee recommends that the Council adopt Resolution No. 88-915. This resolution supports an amendment to the Metro statute which would provide for an elected council, a presiding officer elected on an at-large basis, and an executive officer appointed by the council who would serve as the administrative head of the agency. The Committee recommends approval of this resolution by a vote of three aye (Bonner, Collier and Waker) and one nay (Knowles). Councilor Ragsdale was excused.

Regarding the issue of Council size and composition, the Committee unanimously recommends approval of Resolution No. 88-917 (Bonner,

May 10, 1988

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Collier, Waker and Knowles). The Committee was persuaded that a majority of the Council appears to support a 13 member body because it is apparent that two councilors who selected the option of the current-styled council also support a presiding officer elected on an at-large basis (Kirkpatrick and Waker).

Regarding the issues of reapportionment and the Voters' Pamphlet, the Committee recommends approval of Resolution No. 88-916. The vote on this recommendation was three aye (Collier, Knowles and Waker), and no dissenting votes. Councilor Bonner was not present when the vote was taken but later stated for the record that he opposed the resolution because of the reapportionment provisions.

DEC/dk:gpwb
PD885.101



METRO

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

Memorandum

Date: April 19, 1988

To: Planning & Development Committee

From: Donald E. Carlson, Council Administrator

Regarding: RESULTS OF COUNCIL QUESTIONNAIRE ON GOVERNANCE
STRUCTURE, COUNCIL SIZE AND COMPOSITION, REAPPORTIONMENT
AND VOTERS PAMPHLET STATEMENTS

The purpose of this memo is to report the results of the recent survey of Councilor's on several of the issues of concern to the Task Force on Metropolitan Regional Government. The results are shown on Exhibit A attached and summarized below.

Governance Structure Model

No majority position was reached but two models emerged. Six Councilors prefer an elected Council and an appointed executive. Of these six, two Councilors indicated a preference for a Presiding Officer elected District-wide.

Four Councilors prefer the existing structure with an elected Council and elected executive.

Council Size and Composition

No majority position was reached but again two clear models emerged. Five Councilors favor retaining the present size and composition of the Council and five Councilors favor increasing the size of the Council to 13 members in 1990.

Reapportionment

A majority position was reached on this issue as eight Councilors favor amending the Metro statute to allow the Council to reapportion itself.

Voters' Pamphlet

A substantial majority position was reached on this issue as eleven Councilors favor an amendment to allow an explanatory statement and agreements for and against District measures in the Voters' Pamphlet.

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Proposed Resolutions

Based on the results of this questionnaire, the attached following resolutions are submitted for Committee consideration:

- Exhibit B: Resolution favoring elected Council and appointed executive;
- Exhibit C: Resolution favoring current governance system;
- Exhibit D: Resolution favoring current size and composition of the Council;
- Exhibit E: Resolution favoring an increase in the size of the Council to 13 members; and
- Exhibit F: Resolution favoring Metro Council reapportionment and full use of the Voters' Pamphlet for Metro measures.

DEC/sm
9415C/508

Attachments

EXHIBIT A

RESULTS OF COUNCIL QUESTIONNAIRE

Governance Structure Model

- | | | |
|---|-----------|---|
| • Favor present governance structure | <u>4</u> | Ragsdale, Hansen,
Knowles, Bonner |
| • Favor elected Council with Presiding Officer elected at large who has administrative or executive authority | <u>2</u> | Cooper, Collier |
| • Favor elected Council and an appointed executive | <u>6*</u> | DeJardin, Gardner,
Kelley, Kirkpatrick,
Van Bergen, Waker |

*Councilors Kirkpatrick and Waker also favor the Presiding Officer being elected on an at large basis and Councilor Waker favors the Presiding Officer serve on a full-time basis.

Council Size and Composition

- | | | |
|--|----------|---|
| • Favor retaining the present size and composition of the Council | <u>5</u> | DeJardin, Knowles,
Kirkpatrick,
Van Bergen, Waker |
| • Favor increasing the Council size to 13 members | <u>5</u> | Bonner, Collier,
Cooper, Hansen,
Ragsdale |
| • Favor decreasing the Council size to 11 members | <u>1</u> | Gardner |
| • Favor significantly decreasing the Council size to seven members | <u>1</u> | Kelley |

Reapportionment

- | | | |
|--|----------|--|
| • Favor retaining present law | <u>4</u> | Cooper, Kelley,
Bonner, Van Bergen |
| • Favor amendment to allow Metro Council to reapportionment itself | <u>8</u> | Ragsdale, Hansen,
Waker, Gardner,
Knowles, DeJardin,
Kirkpatrick, Collier |

Voters' Pamphlet

- | | | |
|---|-----------|---------------|
| • Favor retaining present law | <u>1</u> | Gardner |
| • Favor amendment to allow use of <u>Voters' Pamphlet</u> on Metro measures | <u>11</u> | Everyone else |

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF SUPPORTING AN	)	RESOLUTION NO. 88-915
AMENDMENT TO THE STATE STATUTE)	
TO PROVIDE FOR AN ELECTED COUNCIL	)	Introduced by the Planning
AND AN APPOINTED EXECUTIVE	)	& Development Committee

WHEREAS, The Interim Task Force on Regional Metropolitan Government is considering changes to the structure of the Metropolitan Service District governance system; and

WHEREAS, Said Task Force has requested the Council of the Metropolitan Service District to provide advice on the issue of government struture; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District supports an amendment to this District's statute which provides for [an elected Council, [a District-wide elected Council Presiding Officer] and] a Council-appointed Executive Officer or director who would serve as administrative head of the agency.

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

Mike Ragsdale, Presiding Officer

DEC/sm
9415C/508
04/25/88

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF SUPPORTING AN	)	RESOLUTION NO. 88-917
AMENDMENT TO THE STATE STATUTE)	
TO INCREASE THE SIZE OF THE	)	Introduced by the Planning
COUNCIL TO 13 MEMBERS	)	& Development Committee

WHEREAS, The Interim Task Force on Regional Metropolitan Government is considering changes to the structure of the Metropolitan Service District governance system; and

WHEREAS, Said Task Force has requested the Council of the Metropolitan Service District to provide advice on the issue of government struture; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District supports an amendment to the District's statute which provides for an increase in the size of the Council to 13 members after the decennial census in 1990.

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

Mike Ragsdale, Presiding Officer

DEC/sm
9415C/508
04/25/88



METRO

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

Memorandum

Date: May 10, 1988

To: Metro Council

From: Councilor David Knowles
Councilor Mike Ragsdale

Regarding: Minority Report on Resolution No. 88-915
May 12, 1988 Council Meeting Agenda Item 10.1

This minority report provides a substitute resolution (No. 88-915A) for Council consideration. Resolution No. 88-915A favors a continuance of the current governance system for the District. A separately elected council and executive officer provide a good, balanced governmental system. The council members, as individuals, and the council, as a body, are clearly responsible for and can be held accountable for making policy decisions for the District. The elected executive officer serves an important political role for the District and clearly has the executive responsibility for which he or she can be held accountable.

While this Council and Executive Officer experienced early difficulties, the system is working, and it is getting better. It will continue to improve as both the Council and Executive garner additional experience with our separate roles and responsibilities.

DEC/gpwb
PD885.102

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF SUPPORTING
RETENTION OF THE CURRENT METRO
GOVERNANCE SYSTEM

)
)
)
)

RESOLUTION NO. 88-915A

Introduced by the Planning
& Development Committee

WHEREAS, The Interim Task Force on Regional Metropolitan
Government is considering changes to the structure of the
Metropolitan Service District governance system; and

WHEREAS, Said Task Force has requested the Council of the
Metropolitan Service District to provide advice on the issue of
government struture; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District
supports retention of the present law which provides for an elected
Council and elected Executive Officer.

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

Mike Ragsdale, Presiding Officer

DEC/sm
9415C/508
04/25/88

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF SUPPORTING	)	RESOLUTION NO. 88-916
AMENDMENTS TO STATE STATUTES TO)	
ALLOW THE METROPOLITAN SERVICE	)	Introduced by the Planning
DISTRICT COUNCIL TO REAPPORTION	)	& Development Committee
ITSELF AND ALLOW FULL USE OF THE)	
VOTERS' PAMPHLET FOR DISTRICT)	
MEASURES)	

WHEREAS, The Interim Task Force on Regional Metropolitan Government is reviewing the structure, functions and operations of the Metropolitan Service District; and

WHEREAS, Said Task Force will likely recommend statutory changes to the next legislative session concerning the Metropolitan Service District; now, therefore,

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District supports:

- a. Enacting new legislation that would allow the Metro Council to reapportion itself. In the event the Council failed to perform its reapportionment functions by a time certain or the Council's reapportionment plan was held invalid on legal grounds, the courts would either compel that Council to perform the reapportionment, or oversee or direct a new reapportionment plan; and
- b. Amending the existing law to allow an explanatory statement, and arguments for and against Metro's ballot measures in the state Voters' Pamphlet.

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

Mike Ragsdale, Presiding Officer

DEC/sm
9415C/508
04/25/88