



# METRO

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

# Agenda

Meeting: Council Meeting  
Date: February 26, 1987  
Day: Thursday  
Time: 5:30 p.m.  
Place: Council Chamber

## REVISED AGENDA

Approx.  
Time\*

Presented By

- |                   |  |                 |
|-------------------|--|-----------------|
| 5:30              | CALL TO ORDER<br>ROLL CALL<br>1. Introductions<br>2. Councilor Communications<br>3. Executive Officer Communications<br>4. Written Communications to Council on Non-Agenda Items<br>5. Citizen Communications to Council on Non-Agenda Items |                 |
| 6:00<br>(5 min.)  | 6. CONSIDERATION OF MINUTES of the Meetings of January 22 and 29, 1987 (Action Requested: Approval of Minutes)   |                 |
| 6:05<br>(15 min.) | 7. CONSIDERATION OF A CONTRACT with Zimmer Gunsul Frasca Partnership for Design of the Oregon Convention Center<br>(Action Requested: Approval of Contract)  | Wilson          |
| 6:20<br>(10 min.) | 8. CONSIDERATION OF ORDER NO. 87-13, Authorizing the Executive Officer to Enter into a Lease Agreement with Turner Construction Company for Space at 2000 S.W. 1st Avenue, Portland, Oregon<br>(Action Requested: Adoption of Order)         | Munro           |
| 6:30<br>(10 min.) | 9. CONSIDERATION OF RESOLUTION NO. 87- <del>36</del> <sup>37</sup> , for the Purpose of Providing for the Assessment of Dues to Local Governments for FY 1987-1988<br>(Action Requested: Adoption of Resolution)                             | Brandman        |
| 6:40<br>(15 min.) | 10. CONSIDERATION OF A CONTRACT with Bishop Contractors to Construct the Africa Bush Exhibit, Phases I and II<br>(Action Requested: Approval of Contract)  | Rich/<br>Porter |
| 6:55              | 11. COMMITTEE REPORTS  |                 |
| 7:00              | ADJOURN  |                 |

*considered by  
2/26/87 Management  
Comm.*

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

amn/6910C/313-8/02/20/87

*agenda item 3*  
*2/26/87*

NOTE: THIS IS A DISCUSSION DRAFT

February 18, 1987

TO: Metro  
FROM: Land Use Transition Team  
RE.: Developing a Functional Plan for Solid Waste Management

PREAMBLE:

What follows is predicated upon several assumptions and values. We set them forth at the outset because they are important both to our recommendations and, we believe, to a successful adoption of a functional plan for solid waste management.

1. Believing that the "job can be accomplished" is necessary.
2. Believing that local government leaders, business/industry leaders and citizens "want the management of solid waste done" is important.
3. Believing that the public will respond favorably to a complete plan of management, especially one that minimizes or eliminates very large-scale, high-impact facilities is a must.
4. Believing that consensus-building, persuasion and negotiating cooperation will be more effective than mere use of authority is critical.
5. Believing that Metro has sufficient authority/responsibility, if it is used effectively, to reinforce the cooperative effort can be helpful.
6. The functional planning task need not be highly time-consuming or cumbersome. In fact, a simple, direct approach for the Plan format will aid clarity and serve communication. However, legal findings for the Plan must be thorough and rigorous.
7. Writing the functional plan and building the consensus can follow parallel tracks from the beginning.
8. While it is important to develop a process which takes into account the potential for appeals, this potential should not be the dominant consideration. The process should be designed and implemented to develop a quality product and to nurture support and cooperation.
9. Projecting an ability to manage the region's solid waste effectively and economically can contribute significantly to a positive climate for economic development.

10. Metro's timeline for selecting the alternative technologies must be kept.

#### RECOMMENDATIONS

A. KEY-LEADER GROUP: Form a key-leader steering group. Spokespersons from this group should be used judiciously in public communications and in developing support among other key elements of the region and state.

B. TECHNICAL ADVISORY GROUP: Form a technical advisory group from local government and industry. Members of this group should a) work closely with Metro staff on the technical aspects of both the functional plan and the public affairs program and b) work to build support among the solid waste management professional community.

C. PUBLIC AFFAIRS EFFORT: Organize immediately a thorough-going public affairs effort. Be certain to tap the leadership of community groups which have organized to oppose the landfills.

D. UNITED LEADERSHIP: Metro's Executive Officer and Council Presiding Officer should develop a united stance on the Solid Waste Management function plan. Their united involvement is critical to building the kind of key-leader and technical advisory groups needed to promote the planning and implementation efforts. Their concerted involvement will also be very useful in developing clear direction to Metro staff and, therefore, in building a positive, team effort by the staff.

E. INDEPENDENT FACILITATOR: Agreement should be reached (i.e., by contract, loaned staff, volunteers, etc.) on a facilitator(s), who would be responsible for overseeing the public workshops and hearings on the functional plan. The facilitator role at hearings should preserve the legitimate executive/council responsibility. Therefore, the facilitator role at hearings would focus on communicating information about the Plan and acting as "gate-keeper". The facilitator(s) would work closely with Metro's public affairs and solid waste planning staffs in preparing materials and procedures for this process.

F. LEAD STAFF PERSON: The lead staff person should be identified immediately (if not already identified) and given adequate authority and resources to direct the functional planning effort. This assignment should also deal with the relationship between the planning and public affairs staffs and integrate any other contributors (such as the facilitator(s) recommended above).

G. TARGET LOCAL PLANS: The functional plan should identify clearly which local jurisdictions are directly affected and in what regards they are directly affected ( recycling facilities only; recycling and composting facilities; recycling, composting, burning and landfill facilities; etc.) Priorities should be set for working with jurisdictions according to which facilities are likely to be sited in their boundaries. For instance, first priority may be given to jurisdictions affected by composting and burning facilities. Second priority may go to those affected by landfill sites. The third priority may go to the siting of recycling facilities.

H. SPECIFIC LOCAL COMPLIANCE: In preparing the functional plan, local plans should be reviewed to determine specific changes that will be required by the functional plan. Only what is necessary by way of local plan amendments or additions should be identified in elements of the functional plan which address local plan compliance.

I. EARLY IMPLEMENTATION: Implementation of the functional plan at the local level should commence early in the planning process. This can be accomplished by identifying as much as possible at the outset what specific local expectations will be included in the plan and how they will be implemented. Understandings and agreements should be in place on these matters by the time the functional plan is adopted. This will allow the local implementation process to move quickly. The key-leader group should be included in these understandings and agreements.

J. AID TO ECONOMIC DEVELOPMENT: The functional plan should include a component dealing with the economic development impact of the solid waste management plan. This component should deal with the potential for new small businesses (i.e., in reuse and recycling), expansion of large industries, jobs created and secondary financial impact. Also, the positive image for the region and state from having firm control on solid waste management should be described.

#### THE PLAN:

The following is intended to sketch a potential "logic-line" for a solid waste management functional plan. We do not purport either to be inclusive of all that could or should be in the plan or to be technically correct in all respects. Completeness and technical accuracy will need to be assured by the solid waste planning professionals. The symbol "X" represents in this document an indeterminant factor.

The following descriptions recognizes component of a solid waste management plan. Several of these components already exist in the Waste Reduction Plan adopted by the Council and approved by DEQ.



The "logic-line":

A. DESCRIBE WASTE MANAGEMENT FLOW: Describe the Reduce, Reuse, Recycle, Recover: Landfill solid waste flow.

B. DEFINE THE PROBLEM: Define the problem by providing evidence of the magnitude of waste to be managed.

Current Tonnage + Future Estimated Tonnage = Year "X" Tonnage

Given existing levels of Reduce, Reuse and Recycle, with no Recovery (Alternative Technologies), the Landfill requirement is "X". (Descriptions and estimates of size for this Landfill(s) should be presented. Description should include identification and measurement of environmentally hazardous features of the solid waste which the Landfill must accommodate.)

C. DESCRIBE AND ANALYZE ALTERNATIVES: Present a description and analyses of what can be done by Reduce, Reuse, Recycle and Recover to cutback on the tonnage which must go to a Landfill.

Include in the presentation clear and specific findings supporting each activity assumed by these four methods of management, especially for the "alternative technologies" assumed in the recovery method. Regarding the latter, be sure the findings address acceptable size of facility, locational considerations, hazard control requirements, limits on environmental impact, overall solid waste system costs, etc.

Findings of compliance with Statewide Planning Goals would be a plus.

(The intent here is to legitimize the facilities which local governments will be asked to permit.)

Set-forth the major alternative ways to mix and match these four methods of management in a management system.

D. POLICY CHOICES: State Metro's policy choices or selected alternatives. Information should include, not necessarily in this fashion, the following:

	By %	How Accomplished	Timeline
Reduce	"X"	"X"	"X"
Reuse	"X"	"X"	"X"
Recycle	"X"	"X"	"X"
Recover:			

Compost	"X"	"X"	"X"
Incinerate	"X"	"X"	"X"
"X"	"X"	"X"	"X"

Include for these policies Metro's findings supporting the choices. A set of findings on economic development impacts should be included.

**E. FACILITY SITING REQUIREMENTS:** Address siting requirements and local comprehensive plans. Be as specific as possible about the siting requirements for each type of facility, including transfer centers. Stated another way, describe what must be present before a facility can be sited. And explain how these requirements are designed to make the facility a "good neighbor". List which local jurisdictions are eligible for which kind of facilities.

The objective in developing the facility siting requirements should be clear and easy to administer comprehensive plan and zoning code amendments. This can be achieved most effectively by coordinating closely with the elected officials and staffs of the local governments.

An example of an optimum approach for solid waste facilities would be a permitted use or a permitted use when certain standards are met. This could be done through an overlay system. Overlays could be developed for like facilities, i.e., reuse/recycling facilities; composting facilities; incineration facilities; and landfills. They could be named something like Regional Solid Waste Overlay-1: Reuse and Recycling Facilities, etc. Each overlay would have its own set of standards. The advantage of this approach is the flexibility to place the regulation over selected but general land areas. And it can be placed over selected local plan and zone designations, not all designations. This flexibility extends, for instance, to the point of applying the overlay to one area within a jurisdiction zoned light manufacturing but not all areas zoned light manufacturing.

**F. LANDFILL REQUIREMENTS:** Show the remaining requirements for Landfill(s). Describe the nature of the material which must go to a Landfill. Give the quantity of fill. Can several small-scale sites satisfy the need? Describe the size(s), preferred general location(s), necessary environmental protections, etc. of the Landfill(s). Can exhausted aggregate extraction sites be used? Is it feasible to bring sites needed in the future into public ownership at this time? ETC.

**ADDITIONAL WORK TO BE COMPLETED:** To prepare the Plan described above, the following new tasks must be completed.

1. Identification of the types and locations of necessary solid waste facilities, i.e., recycling centers, processing centers, transfer stations and resource recovery plants according to Item C of the Plan listed above.

2. Address siting requirements for local comprehensive plans. (See Item E of the Plan listed above.)

3. Show the remaining requirements for landfills as identified in Item F of the Plan listed above.

4. Identify a cooperative process involving local governments for siting the facilities.

5. An analysis of the impact of the facilities on economic development.

#### **CALENDARS**

##### **I. Council Action (Complimented by Executive Officer):**

March	Define and Apply a Planning Procedure (with timeline, staffing, etc.) ORS 268.390(1)
May-June	Conduct Council hearings on functional plan in locales directly affected by the plan and hold formal adoption hearing.
June	Adopt functional plan (with review of local plans under ORS 268.390(4) and local implementation requirements and timelines. Issue notice to local jurisdictions to amend their comprehensive plans.
July	Select Resource Recovery project(s). (This schedule projects August as the earliest time for vendors of resource recovery projects to make final applications for permits. Pre-application activities could occur before August.)

##### **II. Executive Officer Actions (Complimented by Council)**

March-July	Parallel the steps in the Council Action
March	Forge an active leadership relationship

	on solid waste functional plan with the Presiding Officer
March	E.O. and P.O. cooperate in establishing the key-leaders group
March	E.O. and P.O. direct the staff (with single direction)

#### LOCAL GOVERNMENT INVOLVEMENT(I) AND ACTION(A)

March-November	Key-Leaders (I)
March-July	Technical Advisory Group (I)
March-June	Comprehensive Plan Reviews (Metro and Local staffs) (I)
April-May	Workshops (I)
May-June	Metro Hearings (A/I)
July-August	Prepare and Adopt Comprehensive Plan Amendments, if necessary (A)
August-Nov.	Process Permit Applications
By November	Issue Permits

#### KEY-LEADERS

March	Self-initiate, with E.O./P.O cooperation.
March	Develop agreement with E.O, P.O., technical advisory group and lead Metro staff on mission and goals for a Solid Waste Management functional plan.
April-November	Work with business, industry, community leaders, government officials and the public (through the media) to support resolution of the planning and siting efforts. Support and guide the public workshop process.



item 3  
2/26/87

STAFF REPORT

Meeting Date: February 26, 1987

LEGISLATIVE REPORT TO COUNCIL

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Date: February 26, 1987

Presented by: Kim Duncan

The attached chart reports the status of Metro initiated legislation, Metro organizational legislation and other significant additional bills.

For your information, attached are copies of:

SB 629 - Separation of Powers  
HB 3219- Metro Reorganization - Jones  
HB 2841- Metro Reorganization - Cease  
HB 2654- Landfill Extension

Attachments

BILL #/ SPONSOR	SUBJECT	STATUS	METRO POSITION
HB3011/T&E	Regional Economic Development Plan	Approval by T&E 2/27	Support
LC2699/METRO	Convention Center funding	In LC/Not introduced	Awaiting amendment based on HB3011/not scheduled
LC____/METRO	Excise tax	Still in LC/IGA bill	Council supports
HB2928/METRO	Functional Planning	Still in LC/E&E bill	Awaiting SW policy determination from Metro
HB2929/METRO	SW Bonds	Still in LC/E&E bill	Council supports
SB____/METRO	E-R Commission Authority	/GO bill	Council supports. Awaits decision dependent on Conven- tion Center Funding progress
SB11/DEQ	State hazardous waste collection program/increase tipping fee	Passed by AG & NR 2/25	Supports
HB2654/ Burton-Katz	Extends landfill siting deadlines	Hearing 3/34	Opposes
LC2031/Burton	Establishes Tri-County Waste Disposal Board	Not referred yet	
HB2619/Burton	St. Johns Enforcement/tip fees	Not referred yet	
SB629/Cusma	Separation of Powers	GO/IGA hearing 3/16/ Metro Council	
HB2814/Cease	Metro General Manager	Not referred yet	
HB3219/Jones	Metro Council Reorgan.	Not out of LC yet	
LC2703/ Springer Frewing	Metro Council ReOrg/Tri-Met	Not out of LC yet	

ADDENDA TO AGREEMENT WITH  
ZIMMER GUNSUL FRASCA PARTNERSHIP  
FOR DESIGN SERVICES FOR OREGON CONVENTION CENTER

Additions are underlined. Deletions are shown in brackets [ ].

AGREEMENT

Page 4	4th line	"Principal-in-Charge/Project Manager, <u>ZGF</u> "
	5th line	"Principal Designer, <u>ZGF</u> "
Page 6	K	"Architect will endeavor to perform all of its services <u>through the Construction</u> <u>Documents Phase</u> in accordance with Exhibit B."
Page 10	E	<u>"These reports shall be reviewed and commented upon by Architect."</u>
Page 12	last line	[The coverage provided by this policy(ies) shall be primary and any other insurance carried by Owner or Manager is excess]
Page 13	top line	
Page 13	D 5th line	"...property damage arising out of Architect's <u>negligent</u> acts, omissions..."
Page 13	D 2nd ¶ 4th line	"...pursuant to this Agreement. [All policies] <u>Architect</u> will provide for not..."
Page 14	E 2nd line	"...Architect will <u>not</u> be liable for any consequential damages..."
Page 21	3rd line	"...document it agrees to <u>release</u> , defend and indemnify Architect..."
	9th line	"...disputed amount, but will continue to be obligated to <u>release</u> , defend..."

#### EXHIBIT A

Page 11 4th line "...[Schematic] Design budget for approval by the Owner..."

Page 26 9, 6th line "...request of Owner [, Manager or the Contractor]. Unless a ..."

Page 27 11, 13, 2nd line "The Architect shall notify the Owner of any work he observes..."

"...review and [note any exceptions or errors] approve, or take other ..."

#### EXHIBIT C

Page 2 E, 3rd line "in full by payment of reimbursables, direct salary and overhead plus a fee of ..."

5th line "...parties agree otherwise. Reimbursables shall be compensated at cost."

Page 3 3 1st line "Payment on account of Architect's [Supplementary Services] Extra Work Items [and Reimbursable Expenses] shall be made..."

#### EXHIBIT D

Page 1 1st line "The following services are the only ones not included in Basic Services unless so..."

Page 3 13, 4th line "...working site meetings and [two days per week allowance] for office activities."

Page 4 additions "18. Preparation of special written or graphic material for public information meetings other than that prepared under Basic Services.

"19. Preparation of a detailed display model of the final design suitable for marketing and display.

"20. Design work related to satellite or microwave transmission of audio or video signals.



MEASURE SUMMARY

Defines and separates executive and legislative authority of metropolitan service district.

Requires executive officer of council to appoint and remove all district personnel except for personnel necessary to carry out legislative functions of district.

Divides personnel of district into three categories: exempt service, unclassified service and classified service.

Allows executive officer to veto council legislation.

Allows 10 councilors to override veto.

Declares emergency, effective on passage.

A BILL FOR AN ACT

Relating to metropolitan service districts; creating new

provisions; amending ORS 268.020, 268.180, 268.190, 268.210 and 815.300; and declaring an emergency.

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

SECTION 1. ORS 268.020 is amended to read:

268.020. As used in this chapter:

(1) "Council" means the [governing] legislative body of a district.

(2) "District" means a metropolitan service district established under this chapter.

(3) "Executive officer" means the official responsible for the executive and administrative functions of the district.

[(3)] (4) "Metropolitan area" means that area which lies within the boundaries of Clackamas, Multnomah and Washington Counties.

[(4)] (5) "Improvement" means the facilities and other property constructed, erected or acquired by and to be used in the performance of services authorized to be performed by a district.

1        [(5)] (6) "Metropolitan significance" means having major or  
2 significant district-wide impact.

3        [(6)] (7) "Person" means the state or a public or private  
4 corporation, local government unit, public agency, individual,  
5 partnership, association, firm, trust, estate or any other legal  
6 entity.

7        SECTION 2. ORS 268.180 is amended to read:

8        268.180.    (1) District business shall be administered, and  
9 district rules and ordinances shall be enforced, by an executive  
10 officer.

11        (2) The executive officer shall be elected in the same manner  
12 provided under ORS 268.150, but the officer shall be elected from  
13 the district-at-large on a nonpartisan basis. The number of  
14 signatures within the district required for nomination is that  
15 required under ORS 249.072 (2), but the requirement that the  
16 petition contain signatures of persons residing in a number of  
17 precincts shall not apply. The executive officer shall be a  
18 resident and elector of the district and shall not be an elected  
19 official of any other public body. The executive officer shall be  
20 a resident in the district for not less than one year before taking  
21 office. The term of office for an executive officer shall be four  
22 years beginning on the first Monday in January on the next year  
23 following the election. A vacancy in office shall be filled by  
24 appointment by a majority of the council. The executive officer,  
25 before taking office, shall take an oath to support the  
26 Constitution of the United States and the Constitution and laws of  
27 this state.

28        (3) The executive officer shall serve full time and shall not  
29 be employed by any other person or governmental body while serving

1 the district. The executive officer shall not serve as a member of  
2 the council.

3 (4) The salary and employment benefits of the executive officer  
4 shall be set by the council upon the recommendation of a salary  
5 commission to be appointed by the council, but shall not be less  
6 than that of a district court judge of this state.

7 (5) The executive officer may [hire] appoint or remove any  
8 personnel and contract with any person or governmental agency to  
9 assist in carrying out the duties and powers [under ORS 268.015 to  
10 268.030, 268.060, 268.125 to 268.190, 268.310, 268.312, 268.320, 268.335,  
11 268.342, 268.360, 268.380 to 268.390, 268.505, 268.512, 268.513 and 268.517,  
12 subject to personnel rules adopted by the council] of the district under  
13 this chapter.

14 SECTION 3. Section 4 of this Act is added to and made a part of  
15 ORS chapter 268.

16 SECTION 4. (1) The personnel system for a metropolitan service  
17 district is divided into the following categories:

18 (a) The exempt service comprising the executive officer and  
19 councilors.

20 (b) The unclassified service comprising employees in the office  
21 of the executive director, department directors and their principal  
22 assistants or deputies and staff employed by the council.

23 (c) The classified service comprising all other full-time and  
24 part-time employees.

25 (2) The personnel employed by the district shall be compensated  
26 in accordance with the following priorities:

27 (a) The financial condition and policies of the district.

28 (b) Prevailing rates of pay and benefits for services  
29 performed.

1 (c) Organizational and individual performance.

2 SECTION 5. ORS 268.190 is amended to read:

3 268.190. (1) The executive officer shall present to the  
4 council plans, studies and reports prepared for district purposes  
5 and may propose to the council for adoption such measures as deemed  
6 necessary to enforce or carry out the powers and duties of the  
7 district, or to the efficient administration of the affairs of the  
8 district.

9 (2) The executive officer shall keep the council fully advised  
10 as to its financial condition, and shall prepare and submit to the  
11 council the district's annual budget for its approval, and any  
12 other financial information the council requests.

13 (3) [The executive officer shall perform all other duties as may be  
14 prescribed by the council]. Any legislative enactment of the council  
15 may be vetoed by the executive officer within five days after its  
16 enactment. The veto may be overridden by an affirmative vote of 10  
17 councilors at the first meeting of the council following the veto.

18 SECTION 6. ORS 268.210 is amended to read:

19 268.210. The [governing body] council of a district may employ  
20 whatever administrative, clerical, technical and other assistance  
21 is necessary for the proper functioning of the [district, on whatever  
22 terms the governing body considers in the best interests] legislative  
23 responsibilities of the district.

24 SECTION 7. ORS 815.300 is amended to read:

25 815.300. This section establishes exemptions from the  
26 requirements under ORS 815.295 to be equipped with a certified  
27 pollution control system. Exemptions established by this section  
28 are in addition to any exemptions established by ORS 801.025. The  
29 exemptions established in this section are also applicable to



1 requirements for certification of pollution control equipment  
2 before registration under ORS 803.350 and 803.465. All of the  
3 following vehicles are exempt from the requirements under ORS  
4 815.295:

5 (1) Any vehicle that is not a motor vehicle.

6 (2) Any vehicle unless the vehicle is registered within:

7 (a) The boundaries designated in ORS 268.125, of the  
8 metropolitan service district formed under ORS chapter 268 for the  
9 metropolitan area, as defined in ORS 268.020 [(3)], which includes  
10 the City of Portland, Oregon.

11 (b) Boundaries designated by the Environmental Quality  
12 Commission under ORS 468.397.

13 (3) Any new motor vehicle or new motor vehicle engine when the  
14 registration results from the initial retail sale thereof.

15 (4) Any motor vehicle with a model year that predates by more  
16 than 20 years the year in which registration or renewal of  
17 registration is required.

18 (5) Motor vehicles that are registered as farm vehicles under  
19 ORS 805.300 or apportioned farm vehicles under ORS 805.300.

20 (6) Special interest vehicles that are maintained as  
21 collectors' items and used for exhibitions, parades, club  
22 activities and similar uses but not used primarily for the  
23 transportation of persons or property.

24 (7) Fixed load vehicles.

25 (8) Vehicles that are proportionally registered under ORS  
26 805.140 and 805.150 in accordance with agreements established under  
27 ORS 802.510.

28 (9) Electric motor vehicles.

1       (10) First response rescue units operated by political  
2 subdivisions of this state that are not used to transport persons  
3 suffering from illness, injury or disability.

4       SECTION 8. This Act being necessary for the immediate  
5 preservation of the public peace, health and safety, an emergency  
6 is declared to exist, and this Act takes effect on its passage.

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2/16/87 latest.  
revision  
to amend in Committee

2-25  
HP 3219  
LC 1671  
2/16/87 (we)

DELNA  
JONES  
BILL

# MEASURE SUMMARY

Reduces number of councilors of metropolitan service district from 12 to five. Modifies subdistricts to counties, City of Portland and district-at-large. Provides for appointed executive officer. Establishes transition procedures. Provides for creation of new smaller council by January 1, 1989.

## A BILL FOR AN ACT

Relating to metropolitan service districts; creating new provisions; and amending ORS 249.002, 249.035, 249.056, 249.085, 249.088, 251.036, 251.065, 251.075, 254.005, 268.015, 268.060, 268.150, 268.160, 268.180, 268.310, 268.312 and 268.395.

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

SECTION 1. ORS 268.150 is amended to read:

268.150. (1) The governing body of a district shall be a council consisting of [12] five part-time councilors. The councilors, other than the councilor-at-large, shall [,] each be elected on a nonpartisan basis from a single subdistrict within the boundaries of the metropolitan service district. The councilor-at-large, who shall be presiding officer of the council, shall be elected on a nonpartisan basis from the district-at-large. The subdistricts within the boundaries of the metropolitan service district shall consist of Clackamas County, Washington County, Multnomah County outside the City of Portland, the City of Portland and the district-at-large. Each councilor, other than the councilor-at-large who shall be a resident and elector of the district, shall be a resident and elector of the subdistrict from which the councilor is elected and each councilor shall not be an elected official of any other public body. Each councilor, other than the councilor-at-large who shall be a resident of the district

1 for one year before taking office, shall be a resident of the  
2 subdistrict from which the councilor is elected for not less than  
3 one year before taking office. The term of office for a councilor  
4 shall be four years beginning on the first Monday in January of the  
5 year next following the election. A vacancy in office shall be  
6 filled by a majority of the remaining members of the council. The  
7 councilor, before taking office, shall take an oath to support the  
8 Constitution of the United States, and the Constitution and laws of  
9 this state. Candidates for councilor positions shall be nominated  
10 and elected at the primary and general elections as provided in  
11 subsection [(3)] (2) of this section.

12 [(2) The Secretary of State shall reapportion the subdistricts after the  
13 data of each United States decennial census are compiled and released. The  
14 reapportionment shall provide for substantially equal population in each  
15 subdistrict. Area within each subdistrict shall be contiguous. In apportioning  
16 subdistricts the Secretary of State shall give consideration to existent  
17 precincts, maintaining historic and traditional communities and counties as  
18 opposed to following existent city or special district boundaries or the  
19 political boundaries of state representative or state senate election districts  
20 except when these political boundaries coincide with natural boundaries.]

21 [(3)] (2) ORS chapters 249 and 254, relating to the nomination  
22 and election of nonpartisan candidates for office, apply to the  
23 nomination and election of councilors except as provided in  
24 subsection (1) of this section and except that a candidate, other  
25 than a candidate for councilor-at-large who shall be nominated from  
26 the district-at-large, shall be nominated from the subdistrict in  
27 which the candidate resides. The number of signatures within the  
28 district or subdistrict required for a nomination is that required  
29 under ORS 249.072 (2), but the requirement that the petition



1 contain signatures of persons residing in a number of precincts  
2 shall not apply.

3 SECTION 2. ORS 268.160 is amended to read:

4 268.160. The council may adopt and enforce rules of procedure  
5 governing its proceedings in accordance with this chapter. [At its  
6 first meeting after January 1 of each year, one councilor shall be elected by  
7 the council to serve as its presiding officer for the ensuing year.] The  
8 councilor-at-large shall serve as presiding officer of the council  
9 for the length of the councilor's term of office. The council  
10 shall meet upon the request of the presiding officer or that of a  
11 majority of the council. Notwithstanding the provisions of ORS  
12 198.190, councilors shall receive no other compensation for their  
13 office than a per diem for meetings, plus necessary meals, travel  
14 and other expenses as determined by the council.

15 SECTION 3. ORS 268.180 is amended to read:

16 268.180. (1) District business shall be administered[, and  
17 district rules and ordinances shall be enforced,] by an executive officer.

18 (2) The executive officer shall be appointed by a majority of  
19 the council and shall serve at the pleasure of the council.

20 [elected in the same manner provided under ORS 268.150, but the officer shall be  
21 elected from the district-at-large on a nonpartisan basis. The number of  
22 signatures within the district required for nomination is that required under  
23 ORS 249.072 (2), but the requirement that the petition contain signatures of  
24 persons residing in a number of precincts shall not apply. The executive  
25 officer shall be a resident and elector of the district and shall not be an  
26 elected official of any other public body. The executive officer shall be a  
27 resident in the district for not less than one year before taking office. The  
28 term of office for an executive officer shall be four years beginning on the  
29 first Monday in January on the next year following the election.] A vacancy

1 in office shall be filled by appointment by a majority of the  
2 council. [The executive officer, before taking office, shall take an oath to  
3 support the Constitution of the United States and the Constitution and laws of  
4 this state.]

5 (3) The executive officer shall serve full time and shall not  
6 be employed by any other person or governmental body while serving  
7 the district. The executive officer shall not serve as a member of  
8 the council.

9 [(4) The salary and employment benefits of the executive officer shall be  
10 set by the council upon the recommendation of a salary commission to be  
11 appointed by the council, but shall not be less than that of a district court  
12 judge of this state.]

13 [(5)] (4) The executive officer may hire any personnel [and  
14 contract with any person or governmental agency] to assist in carrying out  
15 the duties and powers under ORS 268.015 to 268.030, 268.060,  
16 268.125 to 268.190, 268.310, 268.312, 268.320, [268.335,] 268.342,  
17 268.360, 268.380 to 268.390, 268.505, 268.512, 268.513 and 268.517,  
18 subject to personnel rules adopted by the council.

19 SECTION 4. (1) Candidates for the office of councilor of a  
20 metropolitan service district at the first regular primary election  
21 after the effective date of this Act shall be nominated from  
22 subdistricts consisting of Clackamas County, Washington County,  
23 Multnomah County outside the City of Portland, the City of Portland  
24 and the district-at-large and shall be elected from such  
25 subdistricts and the district-at-large.

26 (2) Notwithstanding subsection (1) of this section, a person  
27 serving as a councilor of a metropolitan service district on the  
28 effective date of this Act shall continue to reside in and  
29 represent the subdistrict from which the person was elected until

1 the first Monday in January 1989. On the first Monday in January  
2 1989, the terms and tenure of office of all persons serving as  
3 councilors on the effective date of this Act shall cease.

4 (3) On January 1, 1989, the district shall be divided into the  
5 subdistricts and the district-at-large as described by subsection  
6 (1) of this section.

7 SECTION 5. Notwithstanding the term of office specified for  
8 councilors of the district in ORS 268.150 (1), of the five  
9 councilors elected to office at the regular general election in  
10 1988, two shall hold office for a term of four years commencing on  
11 the first Monday in January 1989, two shall hold office for a term  
12 of three years commencing on the first Monday in January 1989 and  
13 one shall hold office for a term of two years commencing on the  
14 first Monday in January 1989. The determination of which directors  
15 shall have the shorter terms shall be by lot supervised by the  
16 council at its first meeting in 1989.

17 SECTION 6. A person serving as executive officer of a  
18 metropolitan service district on the effective date of this Act  
19 shall continue as executive officer after the first Monday in  
20 January 1989 but shall serve after the first Monday in January 1989  
21 solely at the pleasure of the council.

22 SECTION 7. ORS 268.015 is amended to read:

23 268.015. The Legislative Assembly hereby finds that there  
24 exists a proliferation of regional governments in the Portland  
25 metropolitan area, leading to duplication of public services,  
26 overlapping jurisdictions and a confusion and unfamiliarity by  
27 citizens as to the governmental decisions affecting their lives and  
28 property; and hereby declares that the purpose of ORS 249.056,  
29 268.015 to 268.030, 268.060, 268.125 to 268.190, 268.310, 268.312,

1 268.320, [268.335,] 268.342, 268.360, 268.380 to 268.390, 268.505,  
2 268.512, 268.513 and 268.517 is to provide for the consolidation of  
3 those regional governments and to establish an elected governing  
4 body and thereby to increase the accountability and responsiveness  
5 of regional government officials to the citizenry through the  
6 election process.

7 SECTION 8. ORS 268.060 is amended to read:

8 268.060. (1) The cost of elections to nominate or elect  
9 councilors [or the executive officer] shall be paid by the district.

10 (2) When a district election is held on a district measure, the  
11 election shall be conducted under ORS chapter 255.

12 SECTION 9. ORS 268.310 is amended to read:

13 268.310. A district may, to carry out the purposes of this  
14 chapter:

15 (1) [Acquire, construct, alter, maintain and operate interceptor, trunk  
16 and outfall sewers and pumping stations and facilities for treatment and  
17 disposal of sewage as defined in ORS 468.700 and] Engage in local aspects  
18 of sewerage transferred to the district by agreement with other  
19 public corporations, cities or counties in accordance with this  
20 chapter.

21 (2) Subject to the requirements of ORS 459.005 to 459.045,  
22 459.065 to 459.105, 459.205 to 459.245, 459.255 to 459.285, 459.992  
23 (1) and (2) and 466.995 (1), dispose, and provide facilities for  
24 disposal, of solid and liquid wastes.

25 (3) Control the flow, and provide for the drainage, of surface  
26 water, by means of dams, dikes, ditches, canals and other necessary  
27 improvements or by enlarging, improving, cleaning or maintaining  
28 any natural or artificial waterway or by requiring property owners  
29 to install and maintain water control or retention systems.

(4) Provide public transportation and terminal facilities for public transportation, including local aspects thereof transferred to the district by one or more other public corporations, cities or counties through agreements in accordance with this chapter.

(5) Acquire, construct, alter, maintain, administer and operate metropolitan zoo facilities.

(6) Subject to specific approval by the electors of the district of the financing of such activities, acquire, construct, alter, maintain, administer and operate major cultural, convention, exhibition, sports and entertainment facilities.

(7) Notwithstanding ORS 268.312, provide planning for metropolitan and local aspects of criminal and juvenile justice. Funds derived from municipal corporations under ORS 268.513 may be used as matching funds to obtain federal or state grants for those planning purposes.

SECTION 10. ORS 268.312 is amended to read:

268.312. (1) Subject to prior approval by the electors of the district, a district may:

[(a) Acquire, develop, construct, alter, maintain and operate metropolitan aspects of water supply and distribution systems including local aspects of systems of persons, public corporations, cities or counties transferred to the district by agreement in accordance with this chapter.]

[(b)] (a) Plan, coordinate and evaluate the providing of human services, including but not limited to, programs for the aging, health care, manpower, mental health and children and youth.

[(c)] (b) Acquire, develop, maintain and operate a system of parks, open space, and recreational facilities of metropolitan significance.

1        [(d) Provide facilities for metropolitan aspects of criminal and juvenile  
2 detention and programs for metropolitan aspects of adult and juvenile justice  
3 and, by agreement, local aspects of jails, corrections programs and juvenile  
4 justice in accordance with this chapter.]

5        [(e)] (c) Provide metropolitan aspects of library activities  
6 including, but not limited to, book acquisition and technical  
7 assistance for local libraries.

8        (2) For the purposes of this section, prior approval by the  
9 electors of a district includes approval of any measure which  
10 authorizes the district to exercise any power or function described  
11 in subsection (1) of this section or any measure relating to  
12 district finances which authorizes financing or identifies funds to  
13 be used for the exercise of such power or function.

14        SECTION 11. ORS 268.395 is amended to read:

15        268.395. (1) A metropolitan service district may create by  
16 ordinance commissions for all powers or functions of a metropolitan  
17 service district as prescribed by law and including those in ORS  
18 268.310[,] and 268.312 [and 268.370].

19        (2) The ordinance shall describe the powers of the commission  
20 which may include all powers of the council of the metropolitan  
21 service district, except that the power to adopt ordinances and all  
22 budget, revenue and planning authority remain in the council of the  
23 metropolitan service district.

24        (3) The ordinance shall describe the number of members of the  
25 commission, qualifications of members, terms of office and method  
26 of appointment.

27        SECTION 12. ORS 249.002 is amended to read:

28        249.002. As used in this chapter:

1 (1) "County clerk" means the county clerk or the county  
2 official in charge of elections.

3 (2) "Elector" means an individual qualified to vote under  
4 section 2, Article II, Oregon Constitution.

5 (3) "Judge" means judge of the Supreme Court, Court of Appeals,  
6 circuit or district court or the Oregon Tax Court.

7 (4) "Member" means an individual who is registered as being  
8 affiliated with the political party.

9 (5) "Nonpartisan office" means the office of judge,  
10 Superintendent of Public Instruction, [executive officer or] councilor  
11 of a metropolitan service district under ORS chapter 268, justice  
12 of the peace, sheriff or district attorney.

13 (6) "Prospective petition" means the information, except  
14 signatures and other identification of petition signers, required  
15 to be contained in a completed petition.

16 (7) "Public office" means any national, state, county, city or  
17 district office or position, except a political party office,  
18 filled by the electors.

19 (8) "State office" means Governor, Secretary of State, State  
20 Treasurer, Attorney General, Commissioner of the Bureau of Labor  
21 and Industries, Superintendent of Public Instruction, judge, state  
22 Senator, state Representative or district attorney.

23 SECTION 13. ORS 249.035 is amended to read:

24 249.035. A nominating petition or declaration of candidacy  
25 relating to a candidate for:

26 (1) State office, United States Senator or Representative in  
27 Congress shall be filed with the Secretary of State.

28 (2) County office or precinct committeeperson shall be filed  
29 with the county clerk.

1 (3) City office shall be filed with the chief city elections  
2 officer.

3 (4) [Executive officer or] Councilor of a metropolitan service  
4 district under ORS chapter 268 shall be filed with the county clerk  
5 of the county in which the administrative office of the district is  
6 located.

7 (5) Any other office shall be filed under ORS chapter 255.

8 SECTION 14. ORS 249.056 is amended to read:

9 249.056. (1) At the time of filing a declaration of candidacy  
10 a candidate for the following offices shall pay to the officer with  
11 whom the declaration is filed the following fee:

12 (a) United States Senator, \$150.

13 (b) Governor, Secretary of State, State Treasurer, Attorney  
14 General, Commissioner of the Bureau of Labor and Industries,  
15 Superintendent of Public Instruction, Representative in Congress[,]  
16 or judge of the Supreme Court, Court of Appeals or Oregon Tax  
17 Court, [or executive officer of a metropolitan service district under ORS  
18 chapter 268,] \$100.

19 (c) County office, district attorney, circuit court judge or  
20 district court judge, \$50.

21 (d) State Senator or Representative or councilor of a  
22 metropolitan service district under ORS chapter 268, \$25.

23 (2) No filing fee shall be required of persons filing a  
24 declaration of candidacy for precinct committeeperson or justice of  
25 the peace.

26 SECTION 15. ORS 249.085 is amended to read:

27 249.085. (1) Except as provided in subsection (2) of this  
28 section, when a nominating petition or declaration of candidacy is  
29 filed by only one candidate for a nonpartisan office, the candidate



1 shall be the nominee for the office and the name of the candidate  
2 shall not be printed on the ballot or ballot label at the  
3 nominating election.

4 (2) Subsection (1) of this section does not apply to:

5 (a) The office of judge of the Supreme Court, Court of Appeals,  
6 circuit or district court or the Oregon Tax Court.

7 (b) The office of [executive director or] councilor of a  
8 metropolitan service district under ORS chapter 268.

9 SECTION 16. ORS 249.088 is amended to read:

10 249.088. (1) Except as provided in subsection (2) of this  
11 section, at the nominating election held on the date of the primary  
12 election, two candidates shall be nominated for the nonpartisan  
13 office. However, when a candidate receives a majority of the votes  
14 cast for the office at the nominating election; that candidate  
15 alone is nominated.

16 (2) If a candidate for the office of judge of the Supreme  
17 Court, Court of Appeals, circuit or district court, the Oregon Tax  
18 Court or [executive director or] councilor of a metropolitan service  
19 district under ORS chapter 268, other than a candidate to fill a  
20 vacancy, receives a majority of the votes cast for the office at  
21 the nominating election, that candidate is elected.

22 SECTION 17. ORS 251.036 is amended to read:

23 251.036. The Secretary of State shall include in each voters'  
24 pamphlet, in which material of a candidate for nomination or  
25 election to the office of councilor [or executive director] of a  
26 metropolitan service district organized under ORS chapter 268 is  
27 printed, a map of the service district which illustrates the  
28 boundaries of each subdistrict. The map shall be printed

1 immediately preceding the material of the candidates for councilor  
2 [and executive director] of the district.

3 SECTION 18. ORS 251.065 is amended to read:

4 251.065. (1) Not later than the 68th day before the primary  
5 election and the 70th day before the general election, any  
6 candidate for nomination or election at the next primary or general  
7 election to the office of President or Vice President of the United  
8 States, United States Senator, Representative in Congress, any  
9 state office other than justice of the peace, county, any city or  
10 legislative office, or councilor [or executive officer] of a  
11 metropolitan service district organized under ORS chapter 268, or  
12 an agent on behalf of the candidate, may file with the Secretary of  
13 State a portrait of the candidate and a typewritten statement of  
14 the reasons the candidate should be nominated or elected.

15 (2) The Secretary of State by rule shall establish the format  
16 and length of the statement permitted under this section.

17 SECTION 19. ORS 251.075 is amended to read:

18 251.075. (1) A candidate shall not submit for inclusion in the  
19 voters' pamphlet a portrait that was taken more than two years  
20 before the date the portrait is filed with the Secretary of State.

21 (2) A portrait submitted for inclusion in the voters' pamphlet  
22 shall:

23 (a) Be a conventional photograph with a plain background;

24 (b) Show the face or the head, neck and shoulders of the  
25 candidate; and

26 (c) Be prepared and processed for printing as prescribed by the  
27 Secretary of State.

28 (3) A portrait submitted for inclusion in the voters' pamphlet  
29 shall not:

1 (a) Include the hands or anything held in the hands of the  
2 candidate;

3 (b) Show the candidate wearing a judicial robe, a hat or a  
4 military, police or fraternal uniform; and

5 (c) Show the uniform or insignia of any organization.

6 (4) The portrait of a candidate for nomination as councilor [or  
7 executive officer] of a metropolitan service district, when included  
8 in the primary election voters' pamphlet, shall be one and one-half  
9 inches high and one inch wide. Any other portrait shall be three  
10 inches high and two inches wide. Each portrait shall be placed in  
11 the upper left corner of the candidate's allotted space.

12 SECTION 20. ORS 254.005 is amended to read:

13 254.005. As used in this chapter:

14 (1) "Ballot" means any material on which votes may be cast for  
15 candidates or measures.

16 (2) "Ballot label" means the material containing the names of  
17 candidates or the measures to be voted on.

18 (3) "Chief elections officer" means the:

19 (a) Secretary of State, regarding a candidate for a state  
20 office or an office to be voted on in the state at large or in a  
21 congressional district, or a measure to be voted on in the state at  
22 large.

23 (b) County clerk, regarding a candidate for a county office, or  
24 a measure to be voted on in a county only.

25 (c) City clerk, auditor or recorder, regarding a candidate for  
26 a city office, or a measure to be voted on in a city only.

27 (4) "County clerk" means the county clerk or the county  
28 official in charge of elections.

1 (5) "Elector" means an individual qualified to vote under  
2 section 2, Article II, Oregon Constitution.

3 (6) "Major political party" means a political party that has  
4 qualified as a major political party under ORS 248.006.

5 (7) "Measure" includes any of the following submitted to the  
6 people for their approval or rejection at an election:

7 (a) A proposed law.

8 (b) An Act or part of an Act of the Legislative Assembly.

9 (c) A revision of or amendment to the Oregon Constitution.

10 (d) Local, special or municipal legislation.

11 (e) A proposition or question.

12 (8) "Minor political party" means a political party that has  
13 qualified as a minor political party under ORS 248.008.

14 (9) "Nonpartisan office" means the office of judge of the  
15 Supreme Court, Court of Appeals, circuit or district court or the  
16 Oregon Tax Court, Superintendent of Public Instruction, [executive  
17 officer or counselor] councilor of a metropolitan service district  
18 under ORS chapter 268, justice of the peace, sheriff or district  
19 attorney.

20 (10) "Prospective petition" means the information, except  
21 signatures and other identification of petition signers, required  
22 to be contained in a completed petition.

23 (11) "Voting machine" means:

24 (a) Any device which will record every vote cast on candidates  
25 and measures and which will either internally or externally total  
26 all votes cast on that device.

27 (b) Any device into which a ballot may be inserted and which is  
28 so designed and constructed that the vote for any candidate or  
29 measure may be indicated by punching or marking the ballot.

(12) "Vote tally system" means one or more pieces of equipment  
2 necessary to examine and tally automatically the marked or punched  
3 ballots.

4 SECTION 21. The amendments to ORS 268.150, 268.160 and 268.180  
5 made by sections 1, 2 and 3 of this Act become operative on January  
6 1, 1989.

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# House Bill 2841

Sponsored by Representative CEASE

## SUMMARY

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

- Requires metropolitan service district council to appoint general manager of district for indefinite term.
- Allows council to remove general manager by affirmative vote of majority of council.
- Abolishes position of elected executive officer of district.
- Transfers duties, functions and powers of executive officer to general manager.
- Provides that this Act shall be referred to electors of metropolitan service district for approval or rejection at next state-wide primary or general election.
- Becomes operative, if approved by electors of district, on January 7, 1991.

## A BILL FOR AN ACT

1 Relating to metropolitan service districts; creating new provisions; amending ORS 249.002, 249.035,  
2 249.056, 249.085, 249.088, 251.036, 251.065, 251.075, 254.005, 268.060, 268.180 and 268.190; and  
3 providing that this Act shall be referred to the electors of the metropolitan service district or-  
4 ganized under ORS chapter 268.

5  
6 **Be It Enacted by the People of the State of Oregon:**

7 **SECTION 1.** This Act shall be referred to the electors of the metropolitan service district or-  
8 ganized under ORS chapter 268 for their approval or rejection at a special election held on the date  
9 of the next state-wide primary election. However, if the council of the metropolitan service district,  
10 not later than the 75th day before the date of the next state-wide primary election, adopts a resolu-  
11 tion calling for submission of this Act to the electors of the district at a general election, then this  
12 Act shall be referred to the electors of the district for approval or rejection at a special election  
13 held on the date of the next state-wide general election.

14 **SECTION 2.** ORS 268.180 is amended to read:

15 268.180. (1) District business shall be administered, and district rules and ordinances shall be  
16 enforced, by *[an executive officer]* **the general manager of the district.**

17 (2) *[The executive officer shall be elected in the same manner provided under ORS 268.150, but the*  
18 *officer shall be elected from the district-at-large on a nonpartisan basis. The number of signatures*  
19 *within the district required for nomination is that required under ORS 249.072 (2), but the requirement*  
20 *that the petition contain signatures of persons residing in a number of precincts shall not apply. The*  
21 *executive officer]* **The council shall appoint a general manager. The general manager shall hold**  
22 **office for an indefinite term and may be removed by the council only by an affirmative vote**  
23 **of a majority of the councilors. The general manager shall be a resident and elector of the**  
24 **district and shall not be an elected official of any other public body. The *[executive officer]* general**  
25 **manager shall be a resident in the district for not less than one year before taking office. *[The term***  
26 **of office for an executive officer shall be four years beginning on the first Monday in January on the**  
27 **next year following the election. A vacancy in office shall be filled by appointment by a majority of**  
28 **the council. The executive officer]** **The general manager, before taking office, shall take an oath to**  
29 **support the Constitution of the United States and the Constitution and laws of this state.**

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

(3) The *[executive officer]* general manager shall serve full time and shall not be employed by any person or governmental body while serving the district. The *[executive officer]* general manager shall not serve as a member of the council.

(4) The salary and employment benefits of the *[executive officer]* general manager shall be set by the council upon the recommendation of a salary commission to be appointed by the council, but shall not be less than that of a district court judge of this state.

(5) The *[executive officer]* general manager may hire any personnel and contract with any person or governmental agency to assist in carrying out the duties and powers under ORS 268.015 to 268.030, 268.060, 268.125 to 268.190, 268.310, 268.312, 268.320, 268.335, 268.342, 268.360, 268.380 to 268.390, 268.505, 268.512, 268.513 and 268.517, subject to personnel rules adopted by the council.

SECTION 3. ORS 268.190 is amended to read:

268.190. (1) The *[executive officer]* general manager of the district shall present to the council plans, studies and reports prepared for district purposes and may propose to the council for adoption such measures as deemed necessary to enforce or carry out the powers and duties of the district, or to the efficient administration of the affairs of the district.

(2) The *[executive officer]* general manager shall keep the council fully advised as to its financial condition, and shall prepare and submit to the council the district's annual budget for its approval, and any other financial information the council requests.

(3) The *[executive officer]* general manager shall perform all other duties as may be prescribed by the council.

SECTION 4. ORS 249.002 is amended to read:

249.002. As used in this chapter:

(1) "County clerk" means the county clerk or the county official in charge of elections.

(2) "Elector" means an individual qualified to vote under section 2, Article II, Oregon Constitution.

(3) "Judge" means judge of the Supreme Court, Court of Appeals, circuit or district court or the Oregon Tax Court.

(4) "Member" means an individual who is registered as being affiliated with the political party.

(5) "Nonpartisan office" means the office of judge, Superintendent of Public Instruction, *[executive officer or]* councilor of a metropolitan service district under ORS chapter 268, justice of the peace, sheriff or district attorney.

(6) "Prospective petition" means the information, except signatures and other identification of petition signers, required to be contained in a completed petition.

(7) "Public office" means any national, state, county, city or district office or position, except a political party office, filled by the electors.

(8) "State office" means Governor, Secretary of State, State Treasurer, Attorney General, Commissioner of the Bureau of Labor and Industries, Superintendent of Public Instruction, judge, state Senator, state Representative or district attorney.

SECTION 5. ORS 249.035 is amended to read:

249.035. A nominating petition or declaration of candidacy relating to a candidate for:

(1) State office, United States Senator or Representative in Congress shall be filed with the Secretary of State.

(2) County office or precinct committee person shall be filed with the county clerk.

(3) City office shall be filed with the chief city elections officer.

1 (4) *[Executive officer or]* Councilor of a metropolitan service district under ORS chapter 268 shall  
2 be filed with the county clerk of the county in which the administrative office of the district is lo-  
3 cated.

4 (5) Any other office shall be filed under ORS chapter 255.

5 **SECTION 6.** ORS 249.056 is amended to read:

6 249.056. (1) At the time of filing a declaration of candidacy a candidate for the following offices  
7 shall pay to the officer with whom the declaration is filed the following fee:

8 (a) United States Senator, \$150.

9 (b) Governor, Secretary of State, State Treasurer, Attorney General, Commissioner of the Bu-  
10 reau of Labor and Industries, Superintendent of Public Instruction, Representative in Congress,  
11 judge of the Supreme Court, Court of Appeals or Oregon Tax Court, *[or executive officer of a metro-*  
12 *politan service district under ORS chapter 268,]* \$100.

13 (c) County office, district attorney, circuit court judge or district court judge, \$50.

14 (d) State Senator or Representative or councilor of a metropolitan service district under ORS  
15 chapter 268, \$25.

16 (2) No filing fee shall be required of persons filing a declaration of candidacy for precinct  
17 committeeperson or justice of the peace.

18 **SECTION 7.** ORS 249.085 is amended to read:

19 249.085. (1) Except as provided in subsection (2) of this section, when a nominating petition or  
20 declaration of candidacy is filed by only one candidate for a nonpartisan office, the candidate shall  
21 be the nominee for the office and the name of the candidate shall not be printed on the ballot or  
22 ballot label at the nominating election.

23 (2) Subsection (1) of this section does not apply to:

24 (a) The office of judge of the Supreme Court, Court of Appeals, circuit or district court or the  
25 Oregon Tax Court.

26 (b) The office of *[executive director or]* councilor of a metropolitan service district under ORS  
27 chapter 268.

28 **SECTION 8.** ORS 249.088 is amended to read:

29 249.088. (1) Except as provided in subsection (2) of this section, at the nominating election held  
30 on the date of the primary election, two candidates shall be nominated for the nonpartisan office.  
31 However, when a candidate receives a majority of the votes cast for the office at the nominating  
32 election, that candidate alone is nominated.

33 (2) If a candidate for the office of judge of the Supreme Court, Court of Appeals, circuit or dis-  
34 trict court, the Oregon Tax Court or *[executive director or]* councilor of a metropolitan service dis-  
35 trict under ORS chapter 268, other than a candidate to fill a vacancy, receives a majority of the  
36 votes cast for the office at the nominating election, that candidate is elected.

37 **SECTION 9.** ORS 251.036 is amended to read:

38 251.036. The Secretary of State shall include in each voters' pamphlet, in which material of a  
39 candidate for nomination or election to the office of councilor *[or executive director]* of a metropol-  
40 itan service district organized under ORS chapter 268 is printed, a map of the service district which  
41 illustrates the boundaries of each subdistrict. The map shall be printed immediately preceding the  
42 material of the candidates for councilor *[and executive director]* of the district.

43 **SECTION 10.** ORS 251.065 is amended to read:

44 251.065. (1) Not later than the 68th day before the primary election and the 70th day before the



1 general election, any candidate for nomination or election at the next primary or general election  
 2 to the office of President or Vice President of the United States, United States Senator, Represen-  
 3 tative in Congress, any state office other than justice of the peace, county, any city or legislative  
 4 office, or councilor [*or executive officer*] of a metropolitan service district organized under ORS  
 5 chapter 268, or an agent on behalf of the candidate, may file with the Secretary of State a portrait  
 6 of the candidate and a typewritten statement of the reasons the candidate should be nominated or  
 7 elected.

8 (2) The Secretary of State by rule shall establish the format and length of the statement per-  
 9 mitted under this section.

10 **SECTION 11. ORS 251.075 is amended to read:**

11 251.075. (1) A candidate shall not submit for inclusion in the voters' pamphlet a portrait that  
 12 was taken more than two years before the date the portrait is filed with the Secretary of State.

13 (2) A portrait submitted for inclusion in the voters' pamphlet shall:

14 (a) Be a conventional photograph with a plain background;

15 (b) Show the face or the head, neck and shoulders of the candidate; and

16 (c) Be prepared and processed for printing as prescribed by the Secretary of State.

17 (3) A portrait submitted for inclusion in the voters' pamphlet shall not:

18 (a) Include the hands or anything held in the hands of the candidate;

19 (b) Show the candidate wearing a judicial robe, a hat or a military, police or fraternal uniform;  
 20 and

21 (c) Show the uniform or insignia of any organization.

22 (4) The portrait of a candidate for nomination as councilor [*or executive officer*] of a metropolitan  
 23 service district, when included in the primary election voters' pamphlet, shall be one and one-half  
 24 inches high and one inch wide. Any other portrait shall be three inches high and two inches wide.  
 25 Each portrait shall be placed in the upper left corner of the candidate's allotted space.

26 **SECTION 12. ORS 254.005 is amended to read:**

27 254.005. As used in this chapter:

28 (1) "Ballot" means any material on which votes may be cast for candidates or measures.

29 (2) "Ballot label" means the material containing the names of candidates or the measures to be  
 30 voted on.

31 (3) "Chief elections officer" means the:

32 (a) Secretary of State, regarding a candidate for a state office or an office to be voted on in the  
 33 state at large or in a congressional district, or a measure to be voted on in the state at large.

34 (b) County clerk, regarding a candidate for a county office, or a measure to be voted on in a  
 35 county only.

36 (c) City clerk, auditor or recorder, regarding a candidate for a city office, or a measure to be  
 37 voted on in a city only.

38 (4) "County clerk" means the county clerk or the county official in charge of elections.

39 (5) "Elector" means an individual qualified to vote under section 2, Article II, Oregon Consti-  
 40 tution.

41 (6) "Major political party" means a political party that has qualified as a major political party  
 42 under ORS 248.006.

43 (7) "Measure" includes any of the following submitted to the people for their approval or re-  
 44 jection at an election:

- 1 (a) A proposed law.
- 2 (b) An Act or part of an Act of the Legislative Assembly.
- 3 (c) A revision of or amendment to the Oregon Constitution.
- 4 (d) Local, special or municipal legislation.
- 5 (e) A proposition or question.
- 6 (8) "Minor political party" means a political party that has qualified as a minor political party
- 7 under ORS 248.008.
- 8 (9) "Nonpartisan office" means the office of judge of the Supreme Court, Court of Appeals, cir-
- 9 cuit or district court or the Oregon Tax Court, Superintendent of Public Instruction, [*executive offi-*
- 10 *cer or counselor*] councilor of a metropolitan service district under ORS chapter 268, justice of the
- 11 peace, sheriff or district attorney.
- 12 (10) "Prospective petition" means the information, except signatures and other identification of
- 13 petition signers, required to be contained in a completed petition.
- 14 (11) "Voting machine" means:
- 15 (a) Any device which will record every vote cast on candidates and measures and which will
- 16 either internally or externally total all votes cast on that device.
- 17 (b) Any device into which a ballot may be inserted and which is so designed and constructed
- 18 that the vote for any candidate or measure may be indicated by punching or marking the ballot.
- 19 (12) "Vote tally system" means one or more pieces of equipment necessary to examine and tally
- 20 automatically the marked or punched ballots.
- 21 **SECTION 13.** ORS 268.060 is amended to read:
- 22 268.060. (1) The cost of elections to nominate or elect councilors [*or the executive officer*] shall
- 23 be paid by the district.
- 24 (2) When a district election is held on a district measure, the election shall be conducted under
- 25 ORS chapter 255.
- 26 **SECTION 14.** If approved by the electors of the metropolitan service district at the special
- 27 election held for that purpose under section 1 of this Act, this Act becomes operative on January
- 28 7, 1991.
- 29

# House Bill 2654

Sponsored by Representatives BURTON, KATZ

## SUMMARY

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

Extends deadline for Department of Environmental Quality to locate solid waste disposal sites within metropolitan service district. Requires metropolitan service district to finalize solid waste reduction plan before department locates disposal sites in that district. Requires solid waste reduction plan to estimate amount of solid waste to be handled by each waste disposal method proposed.

Declares emergency, effective on passage.

## A BILL FOR AN ACT

Relating to solid waste; amending sections 3, 5 and 8, chapter 679, Oregon Laws 1985; and declaring an emergency.

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

**SECTION 1.** Section 3, chapter 679, Oregon Laws 1985, is amended to read:

**Sec. 3.** (1) The Department of Environmental Quality shall conduct a study, including a survey of possible and appropriate sites, to determine the preferred and appropriate disposal sites for disposal of solid waste within or for Clackamas, Multnomah and Washington Counties.

(2) The study required under this section shall be completed not later than July 1, [1986] 1988. Upon completion of the study, the department shall recommend to the commission preferred locations for disposal sites including, but not limited to a landfill within or for Clackamas, Multnomah and Washington Counties. The department may recommend a location for a disposal site that is outside those three counties, but only if the city or county that has jurisdiction over the site approves the site and the method of solid waste disposal recommended for the site. The recommendation of preferred locations for disposal sites under this subsection shall be made not later than January 1, [1987] 1989.

**SECTION 2.** Section 5, chapter 679, Oregon Laws 1985, is amended to read:

**Sec. 5.** (1)(a) The commission, not later than July 1, [1987] 1989, shall issue an order directing the Department of Environmental Quality to establish a disposal site under [this 1985 Act] chapter 679, Oregon Laws 1985, within Clackamas, Multnomah or Washington County or, subject to subsection (2) of section 3, chapter 679, Oregon Laws 1985 [of this 1985 Act], within another county.

(b) The Environmental Quality Commission shall not order the establishment of a landfill disposal site until after the commission approves the solid waste reduction program required under section 8, chapter 679, Oregon Laws 1985, as amended by section 3 of this 1987 Act.

(2) In selecting a disposal site under this section, the commission shall review the study conducted under section 3, chapter 679, Oregon Laws 1985, [of this 1985 Act] and the locations for disposal sites recommended by the department under section 3, chapter 679, Oregon Laws 1985 [of this 1985 Act].

(3)(a) When findings are issued by the department under subsection (4) of this section, the commission in selecting a disposal site under [this 1985 Act] chapter 679, Oregon Laws 1985, must

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

1 comply with the state-wide planning goals adopted under ORS 197.005 to 197.430 and with the ac-  
 2 knowledged comprehensive plan and land use regulations of the local government unit with juris-  
 3 diction over the area in which the disposal site is located.

4 (b) However, when findings are not issued under subsection (4) of this section, the standards  
 5 established by section 4, chapter 679, Oregon Laws 1985, [of this 1985 Act] take precedence over  
 6 provisions in the comprehensive plan or land use regulations of the affected local government unit,  
 7 and the commission may select a disposal site in accordance with those standards instead of, and  
 8 without regard to, any provisions for locating and establishing disposal sites that are contained in  
 9 the comprehensive plan or land use regulations of the affected local government unit. Any provision  
 10 in a comprehensive plan or land use regulation that prevents the location and establishment of a  
 11 disposal site that can be located and established under the standards set forth in section 4, chapter  
 12 679, Oregon Laws 1985, [of this 1985 Act] shall not apply to the selection of a disposal site under  
 13 [this 1985 Act] chapter 679, Oregon Laws 1985.

14 (4) The department, not later than July 1, [1986] 1988, may determine whether the acknowledged  
 15 comprehensive plans and land use regulations of the counties in which possible disposal sites being  
 16 considered by the department are situated contain standards for determining the location of land  
 17 disposal sites that are identical to or consistent with the standards specified in section 4, chapter  
 18 679, Oregon Laws 1985 [of this 1985 Act]. If the standards contained in the comprehensive plan  
 19 and land use regulations of a county are identical to or consistent with the standards specified in  
 20 section 4, chapter 679, Oregon Laws 1985 [of this 1985 Act], the department may issue written  
 21 findings to that effect and shall submit the findings to the commission.

22 (5) When selecting a disposal site under [this 1985 Act] chapter 679, Oregon Laws 1985, the  
 23 commission may attach limitations or conditions to the development, operation or maintenance of  
 24 the disposal site, including but not limited to, setbacks, screening and landscaping, off-street parking  
 25 and loading, access, performance bonds, noise or illumination controls, structure height and location  
 26 limits, construction standards and periods of operation.

27 (6) If the Environmental Quality Commission directs the Department of Environmental Quality  
 28 to establish or complete the establishment of a disposal site under this section, the department shall  
 29 establish the site subject only to the approval of the commission. Notwithstanding any other pro-  
 30 vision of [this 1985 Act] chapter 679, Oregon Laws 1985, or any city, county or other local gov-  
 31 ernment charter or ordinance to the contrary, the Department of Environmental Quality may  
 32 establish a disposal site under this section without obtaining any license, permit, franchise or other  
 33 form of approval from a local government unit.

34 (7) The department shall identify conflicts with surrounding uses for any disposal site estab-  
 35 lished under [this 1985 Act] chapter 679, Oregon Laws 1985, and, to the extent practicable, shall  
 36 mitigate or require the operator of the site to mitigate those conflicts.

37 **SECTION 3.** Section 8, chapter 679, Oregon Laws 1985, is amended to read:

38 **Sec. 8. (1)** The metropolitan service district organized under ORS chapter 268 shall prepare a  
 39 solid waste reduction program. Such program shall provide for:

40 (a) A commitment by the district to substantially reduce the volume of solid waste that would  
 41 otherwise be disposed of in land disposal sites through techniques including, but not limited to, rate  
 42 structures, source reduction, recycling, reuse and resource recovery;

43 (b) A timetable for implementing each portion of the solid waste reduction program;

44 (c) Energy efficient, cost-effective approaches for solid waste reduction that are legally, techni-

1 cally and economically feasible and that carry out the public policy described in ORS 459.015 (2);  
2 [and]

3 (d) Procedures commensurate with the type and volume of solid waste generated within the  
4 district; and [.]

5 (e) Estimates of the amount of solid waste to be disposed of by landfill disposal and by  
6 each technique of solid waste reduction included in the program as required by paragraph (a)  
7 of this subsection.

8 (2) Not later than January 1, [1986] 1988, the metropolitan service district shall submit its solid  
9 waste reduction program to the Environmental Quality Commission for review and approval. The  
10 commission shall approve the program if the commission finds that:

11 (a) The proposed program presents effective and appropriate methods for reducing dependence  
12 on land disposal sites for disposal of solid wastes;

13 (b) The proposed program will substantially reduce the amount of solid waste that must be dis-  
14 posed of in land disposal sites;

15 (c) At least a part of the proposed program can be implemented immediately; and

16 (d) The proposed program is legally, technically and economically feasible under current condi-  
17 tions.

18 (3) After review of the solid waste reduction program, if the commission does not approve the  
19 program as submitted, the commission shall allow the metropolitan service district not more than  
20 90 days in which to modify the program to meet the commission's objections.

21 (4) Notwithstanding ORS 268.310 (2) and 268.317, if the commission does not approve the solid  
22 waste reduction program submitted by the metropolitan service district after any period allowed for  
23 modification under subsection (3) of this section, all the duties, functions and powers of the metro-  
24 politan service district relating to solid waste disposal are imposed upon, transferred to and vested  
25 in the Department of Environmental Quality and no part of such duties, functions and powers shall  
26 remain in the metropolitan service district. The transfer of duties, functions and powers to the de-  
27 partment under this section shall take effect on July 1, [1986] 1988. Notwithstanding such transfer  
28 of duties, functions and powers, the lawfully adopted ordinances and other rules of the district in  
29 effect on July 1, [1986] 1988, shall continue in effect until lawfully superseded or repealed by rules  
30 of the commission.

31 (5) If the solid waste reduction program is approved by the commission, a copy of the program  
32 shall be submitted to the [Sixty-fourth] Sixty-fifth Legislative Assembly not later than February 1,  
33 [1987] 1989.

34 (6) The commission, not later than January 1, 1989, shall issue an order directing the  
35 Department of Environmental Quality to establish disposal sites to meet the needs of the  
36 solid waste reduction program developed by the metropolitan service district, if approved.  
37 If the program is not approved, then the department shall establish disposal sites according  
38 to a program developed by the department after the department assumes responsibility for  
39 solid waste disposal under subsection (4) of this section.

40 SECTION 4. This Act being necessary for the immediate preservation of the public peace,  
41 health and safety, an emergency is declared to exist, and this Act takes effect on its passage.  
42

# House Bill 2654

Sponsored by Representatives BURTON, KATZ

## SUMMARY

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9 cuit or district court or the Oregon Tax Court, Superintendent of Public Instruction, [*executive offi-*  
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27 election held for that purpose under section 1 of this Act, this Act becomes operative on January  
28 7, 1991.  
29

Produced by: Sierra Club, Columbia Group

Editor: Judy Dehen

With Thanks to: Dr. Paul Connett

### Environmental Alert!

A dangerous, dioxin-producing garbage burner threatens our area!

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The following are excerpts from the National Coalition Against Mass-Burn Incineration Newsletter:

## AIR EMISSIONS

When you consider that a refuse incinerator burns everything that society uses and throws away it is not surprising that operators are faced with a formidable (and some would say impossible) task of controlling the air emissions. Sometimes the general public is so lulled into a false sense of security by such phrases as "state-of-the-art technology" and "best available control technology (BACT)" that they forget some basic chemical principles, such as "combustion does not equal destruction". Elements that go into an incinerator must come out of an incinerator. Toxic metals which go into an incinerator must come out - either in the air or in the ash. Sulfur that goes in comes out as the acid gas sulfur dioxide. Chlorine that goes in comes out as hydrochloric acid, chlorine gas, chlorinated organics (that's where the dioxins and furans come into the story) or metallic chlorides. Where we approach destruction is with organic compounds which are a major component of the garbage. In their case the many hundreds of different substances depend for their properties upon the different arrangement of carbon atoms in skeletons we call molecules. With good combustion we can destroy most of these substances because in the presence of heat and air we can break apart the carbon skeletons and form the benign materials carbon dioxide and water. However, even in this case before all the skeletons are converted to carbon dioxide and water a few can rearrange to form new organic compounds like the carcinogenic polyaromatic hydrocarbons.

What the public is being told is that in well run "modern" incinerators, given enough residence time, given enough turbulence, given the right supply of oxygen, given the right temperature and given enough tacked on collection devices, the air emissions present no threat to either human health or the environment. This claim has more to do with wishful thinking and sales talk than it does with a hard look at the reality and the science of the matter.

First, the reality. The reality is that this list above contains a lot of "givens". What the chances that all these givens can be maintained in the face of a wastestream which can change from hour to hour, day to day and season to season? What happens when the system is overloaded? What happens when the collection devices breakdown or get corroded? What happens when a load of hazardous waste is sneaked into the system?



Second, the science. One of the real scientific problems is that conditions which might favor the control of one pollutant are lousy for controlling another. For example, it is generally agreed that raising the temperature is the best way to optimize the destruction of many organic compounds (the dioxins and furans may be a worrying exception to this rule, see below), however raising the temperature is the very last thing one should do if one wants to control the emissions of toxic metals like lead, cadmium, chromium and mercury. This is a classical chemical catch-22. A recent Canadian study of the incinerator on Prince Edward Island concludes that there appeared to be "a potential trade-off between decreasing organic emissions and increasing metal emissions by varying combustion conditions (The National Incinerator Testing and Evaluation Program, Report EPS 3/UP/1 Sept 1985, obtainable free of charge from Environment Canada, Ottawa, Ontario K1A 1C8).

In terms of evaluating health threats, scientists have hardly begun to scratch the surface of considering all the hundreds of pollutants that will be emitted from these incinerators. Most environmental impact statements only address the pollutants covered by state and federal regulations (often very arbitrarily derived). Most consider each pollutant separately and don't consider additive or synergistic effects. Most do not consider the combined effects of several incinerators operating in the same area (as will be the case for New Jersey, New York City and the New England states). Most do not consider exposure to man via the foodchains and many do not even seem to care about the possible harmful affects to wildlife other than man (technological advance usually assumes that man is the center of the universe!). Some of these latter points are particularly relevant because some of the pollutants of major concern (toxic metals such as lead, cadmium, mercury and chromium and the dioxins and furans) are either permanent or longlived in the environment. Just what long term problems will we be passing onto future generations?

In the next few paragraphs we will elaborate on some specific points and we will try to update these concerns in future issues of the newsletter. We will consider the air emissions under three broad categories: 1) the acid gases 2) the toxic metals and 3) the organics, particularly the dioxins and furans. *Editor's note:*

*Dioxin issue to follow.*

#### THE ACID GASES.

The major acid gas emitted from refuse incinerators is hydrochloric acid. The California Air Resources Board report of May 24 1984 (obtainable free of charge from C.A.R.B., P.O. Box 2815, Sacramento, CA 95812) estimate that between 5 and 10 lbs of hydrogen chloride is produced for each ton of refuse burned. For a two thousand ton a day facility this means that up to ten tons of hydrochloric acid is emitted each day. Even when fitted with an acid scrubber (and many aren't) which removes between 70 and 90 % acid gas this could still be over a ton of hydrochloric

acid per day. This is particularly worrying when the incinerator is sited in areas subject to inversions and this gas hangs around for a long time. Apart from damaging the paintwork of cars and houses the acid gas is bad for people with respiratory problems. Other gases include hydrofluoric acid, sulfur dioxide and the nitrogen oxides (NO<sub>x</sub>). The latter are produced in greater quantities as the temperature of the furnace is raised since they result from a combination of oxygen and nitrogen in the air at high temperatures.

It is extraordinary that at a time when people are so concerned about acid rain that we should be putting even more acid gases into our environment. It is also revealing that even though acid scrubbers are available which can reduce the problem to a certain extent that they are not always put on (too expensive!) and in some states (like Massachusetts) they are not required on older plants even though they are now required on new plants.

## THE TOXIC METALS.

The Environmental Planning Lobby's booklet : "The Financial and Environmental Impact of Municipal Waste Incineration" (July 1985) , gives a very good account of problems associated with heavy metal emissions. This booklet can be obtained for \$7.00 from EPL, 196 Morton Avenue, Albany, N.Y. 12202. Here we will add just a few extra comments. ]

LEAD. C.A.R.B. estimates that up to 0.22 lbs of lead are emitted for each ton of refuse burned. Little of this is removed with electrostatic precipitators because the lead like several other toxic metals concentrates on particles of less than a micron (a millionth of a meter) in size and ESP's don't retain particles less than about 2 microns. These particles , however, are of an ideal size to penetrate deep into the lungs of people and animals. Again, it is ironic that at a time when the EPA is finally taking steps to phase out lead from gasoline because of the known damage lead causes to young children's mental development, we will be putting out more lead into the environment.

CADMIUM. The following report indicates that the EPA is considering making cadmium a criteria pollutant. As more refuse incinerators go on line it is quite likely that they will become the major source of cadmium entering the environment.

"CADMIUM AND ETHYLENE DICHLORIDE. The agency has announced its intent to list both cadmium and ethylene dichloride as hazardous air pollutants under the Clean Air Act. This action triggers further evaluation of public health risks and control techniques that could lead to the proposal of standards limiting ambient emissions of these pollutants. Both cadmium and ethylene dichloride are classified as probable human carcinogens (cancer-causing substances) by inhalation. Though the risk estimates for cadmium and ethylene dichloride are preliminary EPA has concluded that they are sufficient to warrant further study to determine the need for regulation."  
EPA JOURNAL, December 1985.

CHROMIUM. At a recent talk given by Dr. Daniel Wartenberg (Harvard School of Public Health) at a conference ("Solid Waste Disposal Options In Massachusetts") held at Boston University on Jan 29 1986, he reported that his calculations indicated that the increased number of cancers per million population would be 3068, for the figures published by the Sheridan road incinerator in Albany, N.Y. This staggering figure is some 100-1000 times higher than the number of projected cancer deaths which trigger EPA or other federal agency action. I am sure the folks in Albany will have some comments to make about these figures and we will print them in the next issue of the newsletter. ←

MERCURY ALSO A PROBLEM. In a press release issued by the Umea Energy Authority (March 28 1985) (Umea is in Sweden), they say :

The discharge of chlorinated dioxins , dibenzofurans, and mercury is substantially higher in comparison with other incineration facilities of similar size. It is not believed that there is any health risk from direct (my emphasis , ed) absorption to persons who live in the densely populated portion of Umea. Chlorinated dioxins, dibenzofurans and mercury are, however, substances which do not break down quickly in the environment which can cause concentration of these substances. In the case of mercury, the strain on the environment is already so high that for medical reasons it has already become necessary to limit the consumption of freshwater fish. Any addition to this strain is undesirable. The few analyses which have been conducted of chlorinated dioxins and dibenzofurans in breast milk and fish material also indicate that the strain on the environment by these compounds is presently too high. It is therefore urgent to reduce these emissions as much as possible. ←

MINUTES OF THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

Regular Meeting  
January 22, 1987

Councilors Present: Mike Bonner, Tanya Collier, Tom DeJardin,  
Jim Gardner, Gary Hansen, Corky  
Kirkpatrick, David Knowles, Mike Ragsdale,  
George Van Bergen and Richard Waker

Councilors Absent: Larry Cooper and Sharron Kelley

Also Present: Rena Cusma, Executive Officer

Staff Present: Eleanore Baxendale, Dick Engstrom, Chuck  
Stoudt, Dan Durig, Phillip Fell, Donald  
Carlson, Vickie Rocker, Dennis Mulvihill,  
Becky Crockett, Jennifer Sims, Randy Boose,  
Debbie Allmeyer, Jan Schaeffer, Neil  
McFarlane and Tuck Wilson

Presiding Officer Waker called the regular meeting to order at  
5:35 p.m. He announced that Agenda item 9.1 would be considered  
immediately after item 6.

1. INTRODUCTIONS

None.

2. COUNCILOR COMMUNICATIONS

2.1 Council Committee Appointments

Presiding Officer Waker distributed a list of Council Committee  
assignments for calendar year 1987. After brief discussion, it was  
agreed Councilor DeJardin would replace Councilor Van Bergen as an  
alternate member of the Management Committee. There were no objec-  
tions to the assignments.

Budget Committee Appointment. Presiding Officer Waker explained  
John Michelet, previously appointed by the Council to the Committee,  
had moved out of the state. There being no objection, he appointed  
Bernie Bottomly from District 3 to the FY 1987-88 Budget Committee.

3. EXECUTIVE OFFICER'S COMMUNICATIONS

Executive Officer Cusma said she wished to use her time that evening  
to talk about keeping promises. During her campaign for office she



had promised the voters she would change Metro, that she believed in regional government and that Metro needed new leadership. She had been determined there was no clear separation of power and no clear delineation of authority between the Executive and the Council. She explained it was logical to assume that when only one person -- the Executive Officer -- was elected by all voters of the region, the Council should set policy and the Executive should carry it out. That system was intended when Metro was proposed, she said, but that system did not now exist: the Council had the majority of power to administer the District.

Executive Officer Cusma reported the Tri-County Commission originally proposed a Council with authority to "adopt motions, ordinances, resolutions, a budget and to perform legislative oversight." They intended the Executive to have authority to "administer, execute and enforce the policy of that Council." The Commission explained its proposal was in keeping with the American system of distinguishing between the policy-makers who framed the laws and the chief executive who enforced the laws, she said.

The Executive Officer said she was asking the Oregon State Legislature to make changes in Metro's enabling statutes which would clarify the power of the Executive Officer and the role of the Council. She announced she would appear in Salem the next day to present a simple package to Legislators in order to make Metro's government work.

In conclusion, the Executive asked the Council to assist her by adopting an amendment to Metro's Personnel Rules. The amendment, she explained, would establish proper separation of executive and legislative authority with the appropriate checks and balances. It would enable the Executive Officer to appoint operating department managers, subject to Council confirmation.

Presiding Officer Waker explained that with the assistance of the Council Transition Committee, he had prepared a list of Council discussion items related to the Executive's concerns and he wished to conduct a discussion on those topics at the end of the meeting.

Councilor Van Bergen requested the Executive provide the Council with a written copy of her speech and the proposed legislation she would be delivering the Salem.

#### EXECUTIVE SESSION

At 5:50 p.m., Presiding Officer Waker called the meeting into executive session under the authority of ORS 192.660(1)(b). The Presiding Officer called the meeting back into regular session at 6:55 p.m.



3.1 Consideration of Updated Zoo Master Plan Concept Statement and Goals and Objectives

Presiding Officer Waker announced the report would be presented at a later date.

4. WRITTEN COMMUNICATIONS TO COUNCIL ON NON-AGENDA ITEMS

None.

5. CITIZEN COMMUNICATIONS TO COUNCIL ON NON-AGENDA ITEMS

Alayne Woolsey, concerned citizen from Oregon City, read a letter to Councilors and Executive Officer Cusma from Kenneth M. Michell, Mayor of Oregon City, regarding his concerns about tentative plans to use the site near the Clackamas Transfer & Recycling Center for a solid waste resource recovery plant. He requested use of the site be compatible with the City's tourism plan. He explained the City already housed the state's only solid waste transfer station. Mayor Michell noted that Metro had a unique opportunity to make a positive statement on behalf of his community and to show other potential sites Metro's sensitivity to local plans.

Connie Haws, Aloha citizen, reported the Council's December 18, 1986, action transferring a franchise from Genstar to Wastech had been effective December 18. She explained that as of that date, Wastech was not legally qualified to do business in the state of Oregon. Ms. Haws said she had brought this fact to staff's attention before the December 18 meeting.

Executive Officer Cusma said she would look into the matter.

Don Clark, former Multnomah County Executive, testified in favor of the Executive Officer's proposal to initiate legislative action which would create clearer separation between legislative and administrative functions. He thought the Council should have the power to confirm key employees but strongly felt the Executive Officer should have the power to hire and fire all employees. He said the changes proposed by Executive Officer Cusma would make Metro work.

In response to Councilor Knowles question, Mr. Clark said the Executive had run for the office with full understanding of Metro's current rules. However, he explained, she strongly believed those rules were not satisfactory and committed herself to changing them.

Councilor Knowles questioned the possible negative outcome of important projects if Metro could not resolve its organizational structure problems. Mr. Clark thought a public discussion should occur and that a discussion would create more public interest in the



organization. Councilor Knowles again expressed concern about the disposition of the convention center, landfill siting and resource recovery projects if public confidence in Metro's ability to govern were eroded. Mr. Clark argued the Executive, not the Council, would be held publically responsible for those failures should they occur.

Ken Martin, former member and Chair of the Port of Portland Board of Commissioners, explained he had also served on the former Zoo Society Board during the transition from City of Portland to MSD ownership. Mr. Martin strongly advocated restructuring the Metro agency so the Executive Officer would clearly be in charge. Using the Port as a model, he explained the Board of Commissioners made policy and the Executive carried out those policies. He also discussed the standard corporate structure and power balance of Board of Directors, President and stockholders. He explained the Board did not tell the President who to hire and fire. He thought a clear separation of powers was necessary to establish accountability.

Presiding Officer Waker and Councilor Kirkpatrick pointed out the Metro Council had no power to fire the Executive Officer. A corporate Board of Directors would have the power to fire their executive. Mr. Martin continued to urge the Council to support the legislative changes proposed by Executive Officer Cusma. Councilor Knowles explained it was difficult to lend support when the Executive had not shared her proposals with the Council.

Mr. Martin said The Oregonian editorials advocating a change of structure for Metro should not have been a suprise to Councilors. Councilor DeJardin disagreed with Mr. Martin that most Metro voters thought a change in Metro meant firing employees. He thought it best for the Executive Officer to first exhibit leadership capabilities before firing key employees. Mr. Martin explained few, if any, key staff had approached the Executive after the election to offer their loyalty and support. He again urged the Council to support structural changes that would make the agency consistent with other government models.

Bob Bouneff, President of the Central Eastside Industrial Council, supported changing the State statute to create a balanced Metro government. The current structure, he said, was a mish-mash. He thought Metro had the potential to be the most powerful government in the region. He urged the Council not to jeopardize the Convention Center Project and to support the Executive's proposed legislative changes.

Connie Haws, Aloha citizen, strongly supported an open, public forum for discussing structural changes. She said citizens would applaud that openness and their ideas deserved to be respected.

6. CONSIDERATION OF MINUTES

Motion: Councilor DeJardin moved the minutes of December 11 and 18, 1986, be approved. Councilor Kirkpatrick seconded the motion.

Vote: A vote on the motion resulted in;

Ayes: Councilors Bonner, Collier, DeJardin, Gardner, Hansen, Kirkpatrick, Knowles, Ragsdale, Van Bergen and Waker

Absent: Councilors Cooper and Kelley

The motion carried and the minutes were approved.

9. CONSIDERATION OF AN INTERGOVERNMENTAL AGREEMENT with Tri-Met for the Receipt of Section 9 Planning Funds

Andy Cotugno, Transportation Director, presented staff's written report.

Motion: Councilor Van Bergen moved the intergovernmental agreement with Tri-Met be approved. Councilor DeJardin seconded the motion.

Vote: A vote on the motion resulted in;

Ayes: Councilors Bonner, Collier, DeJardin, Gardner, Hansen, Kirkpatrick, Knowles, Ragsdale, Van Bergen and Waker

Absent: Councilors Cooper and Kelley

The motion carried and the intergovernmental agreement was approved.

7. ORDINANCES

7.1 Consideration of Ordinance No. 87-217, for the Purpose of Amending Metro Code Section 5.02.030 (Regarding the Transfer of Solid Waste) (Second Reading)

The Clerk read the Ordinance a second time by title only. There was no discussion on the Ordinance.

Motion: Councilors Kelley and DeJardin moved the Ordinance be adopted at the Council meeting of January 8, 1987.



Vote: A vote on the motion resulted in:

Ayes: Councilors Bonner, Collier, DeJardin, Gardner,  
Hansen, Kirkpatrick, Knowles, Ragsdale, Van Bergen  
and Waker

Absent: Councilors Cooper and Kelley

The motion carried and Ordinance No. 87-217 was adopted.

7.2 Consideration of Ordinance No. 87-218, for the Purpose of  
Amending Metro Code Section 2.02.040 Regarding Personnel Rules  
for Appointments (Second Reading)

The Clerk read the Ordinance by title only a second time.

Main Motion: a motion to adopt the Ordinance was received by  
Councilors Kirkpatrick and Gardner at the meeting of  
January 8, 1987.

Randy Boose, Personnel Officer, explained that based on previous  
Council discussion, the Ordinance now listed the Convention Center  
Project Director position and the reference to ORS 668.180 had been  
changed to 268.180(5).

After brief discussion, it was determined the IRC Administrator  
position should also be added to the Ordinance as a position requir-  
ing Council confirmation.

Motion to Amend: Councilor Kirkpatrick moved to amend the  
Ordinance to add the position of IRC Administrator to  
the list of positions requiring Council confirma-  
tion. Councilor Gardner seconded the motion.

Vote on Motion to Amend: A vote on the motion resulted in:

Ayes: Councilors Bonner, Collier, DeJardin, Gardner,  
Hansen, Kirkpatrick, Knowles, Ragsdale, Van Bergen  
and Waker

Absent: Councilors Cooper and Kelley

The motion carried and Ordinance No. 87-218 was amended.

Vote on Main Motion: A vote resulted in:

Ayes: Councilors Bonner, Collier, DeJardin, Gardner,  
Hansen, Kirkpatrick, Knowles, Ragsdale, Van Bergen  
and Waker



Absent: Councilors Cooper and Kelley

The motion carried and Ordinance No. 87-218 was adopted as amended.

7.3 Consideration of Ordinance No. 87-215, for the Purpose of  
Establishing a One Percent for Art Program for the New  
Construction or Major Alteration of Major District Facilities  
(Continued Second Reading)

The Clerk read the Ordinance by title only.

Motion for Adoption: A motion to adopt Ordinance No. 87-215  
was made by Councilors DeJardin and Knowles at the  
first reading of the Ordinance on December 18, 1986.

Phillip Fell, Legislative Liaison, explained two issues remained to be resolved concerning the proposed one percent for art program: 1) the definition of "adjacent to" or the physical relationship of an artwork to specific Metro facilities; and 2) at what point in the planning process a project could be declared exempt from the art program. Mr. Fell recommended, after discussions with the Presiding Officer and others, the above matters be referred to a subcommittee and the subcommittee make a recommendation to the full Council.

Presiding Officer Waker thought the Council Management Committee should discuss the issues and report back to the Council on February 26, 1987.

Motion: Councilor DeJardin moved, seconded the Councilor Bonner, to refer Ordinance No. 87-215 to the Council Management Committee and for the Committee to return to the Council on February 26 with recommendations on: 1) policy determining the physical relationship of art projects to Metro facilities; and 2) at which point in the planning process a project could be declared exempt from the art program.

In response to Councilor Ragsdale's concerns, Presiding Officer Waker said the Chair of the Management Committee would ensure the Convention Center Committee was involved in discussions on the art program.

Presiding Officer Waker answered Councilor Collier's question by saying the Committee would only address the above two concerns related to the Ordinance and Resolution.

Vote: A vote on the motion resulted in:

Ayes: Councilors Bonner, Collier, DeJardin, Gardner,  
Hansen, Kirkpatrick, Knowles, Ragsdale, Van Bergen  
and Waker

Absent: Councilors Cooper and Kelley

The motion carried.

8. RESOLUTIONS

8.1 Consideration of Resolution No. 87-717, for the Purpose of  
Establishing Guidelines for Metro's One Percent fo Art Program

Motion: Councilor Van Bergen moved, seconded by Councilor  
Collier, to refer the Resolution to the Management  
Committee for discussions related to the same issues  
as for Ordinance No. 87-215, and for the Committee to  
report its findings to the Council on February 26,  
1987.

Vote: A vote on the motion resulted in:

Ayes: Councilors Bonner, Collier, DeJardin, Gardner,  
Hansen, Kirkpatrick, Knowles, Ragsdale, Van Bergen  
and Waker

Absent: Councilors Cooper and Kelley

The motion carried.

8.2 Consideration of Resolution No. 87-731, for the Purpose of  
Establishing Metro Council Support for the Legislative  
Technical Committee of the Committee on Regional Convention,  
Trade and Spectator Facilities

Tuck Wilson, Convention Center Project Director, reviewed staff's  
written report. Councilor Ragsdale, Chair of the Council's Conven-  
tion Center Committee, recommended the Council adopt the Resolution  
as a show of support for the proposed actions.

Motion: Councilor Ragsdale moved the Council adopt Resolution  
No. 87-731 and Councilor Van Bergen seconded the  
motion.

In response to Councilor Kirkpatrick's question, Councilor Ragsdale  
reported the legislative programs proposed by the Legislative  
Technical Committee would require staff support from Kim Duncan.  
Mr. Wilson added that Ms. Duncan would coordinate her efforts with  
the Council and key staff.



Vote: A vote on the motion resulted in:

Ayes: Councilors Bonner, Collier, DeJardin, Gardner,  
Hansen, Kirkpatrick, Knowles, Ragsdale, Van Bergen  
and Waker

Absent: Councilors Cooper and Kelley

The motion carried and Resolution No. 87-731 was adopted.

Mr. Wilson reported that the convention center architect selection team would recommend the Council approve a contract with Zimmer Gunsul Frasca to design the Oregon Convention Center. The Council would be asked to consider that contract on February 26.

Presiding Officer Waker noted as a member of the contract selection team, he had traveled to several convention center facilities and had learned much about why selecting the right architect was integral to the success of a convention center.

#### 10. COMMITTEE REPORTS

Councilor Gardner, Chair of the Council Solid Waste Committee, reported the Committee met to discuss which alternative technology method would be recommended to the Legislature. The Committee decided to give the Executive Officer time to review the history of the project and proposed recommendations before making a formal recommendation.

Councilor Hansen said the Committee also recommended the State not add yard debris to its list of recyclable materials at this time because sufficient markets for that material did not exist.

#### PERSONNEL AND LEGISLATIVE ISSUES

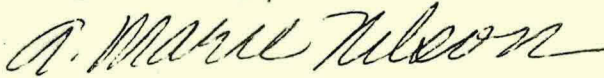
Presiding Officer Waker requested the issues be set over to February 12 rather than discussing them at this time. He explained the Executive Officer had left the meeting due to illness and two Councilors were not in attendance at the meeting.

After a brief discussion, it was generally agreed the personnel and legislative issues should be addressed at a special meeting to be held as soon as possible. Councilors Kirkpatrick and Collier also expressed concern about the Executive's proposed lobbying efforts the following day in Salem. Councilor Collier pointed out that according to Metro's Code, parties other than the Executive could only lobby on policies that had been adopted by the Council.

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There being no further business, Presiding Officer Waker adjourned  
the meeting at 8:15 p.m.

Respectfully submitted,

A handwritten signature in cursive script, reading "A. Marie Nelson".

A. Marie Nelson  
Clerk of the Council

amn  
6970C/313-2  
02/11/87

MINUTES OF THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

Special Meeting  
January 29, 1987

Councilors Present: Mike Bonner, Tanya Collier, Larry Cooper, Tom DeJardin, Jim Gardner, Gary Hansen, Sharron Kelley, Corky Kirkpatrick, David Knowles, Mike Ragsdale, George Van Bergen and Richard Waker

Staff Present: Eleanore Baxendale, Richard Engstrom, Chuck Stoudt, Kim Duncan, Randy Boose, Andy Cotugno, Dick Bolen, Jennifer Sims, Keith Lawton, Vickie Rocker, Cathy Vandehey, Donald Carlson, Janet Schaeffer, Gwen Ware-Barrett, Tuck Wilson, Darlene Badrick, Dennis Mulvihill, Jill Hinckley, Debbie Allmeyer, Cathy Thomas, Audrey Lloyd, Becky Crockett and Wayne Rifer

Presiding Officer Waker called the special meeting to order at 7:15 p.m.

1. Consideration of Authorizing Execution of an Amended Intergovernmental Agreement to Preserve the Southern Pacific Railroad Right-of-way (Jefferson Street Branch) Between Portland and Lake Oswego

Andy Cotugno, Transportation Director, summarized staff's written report. He explained the Council had previously approved the agreement which required the City of Portland to complete the option and lease transaction by December 31, 1986. The City, however, would probably not complete those transactions until the end of February and he requested the agreement be amended to reflect that change.

Motion: Councilor Van Bergen moved, seconded by Councilor DeJardin, to authorize execution of the amended agreement which would require the City of Portland to complete the option and lease transaction by February 28, 1987.

Vote: A vote on the motion resulted in all twelve Councilors voting aye.

The motion carried.

EXECUTIVE OFFICER'S ADDRESS TO THE COUNCIL

Because Executive Officer Cusma could not attend the special meeting, Richard Engstrom read an address from the Executive in which she outlined the following recommendations to the Council:



1. Council consent to her request to terminate Daniel Durig's (Solid Waste Director) employment contract. She believed the facts presented to the Council at the January 22 executive session merited his termination and the District would be best served by that action.
2. Expansion of the duties of the convention center legislative liaison, Kim Duncan, to include the legislative priorities of the District.
3. Consideration of action on the Executive's proposed amendments to the Personnel Rules. Executive Officer Cusma explained she strongly believed the amendments were necessary to begin to clarify the authority of the Executive Officer and the role of the Council and for her to make the changes she was elected to execute.

The Personnel Rules changes, as explained in her address, would make Executive Management "at will" employees and would make the heads of operating agencies (the Zoo, Solid Waste, Public Affairs and the Intergovernmental Resource Center) subject to confirmation of the Council. In conclusion, Executive Officer Cusma explained she could not support any amendments to the Personnel Rules which would continue or expand the Council's involvement in the business of hiring, firing and administering employees.

Councilor Knowles had to leave the meeting due to an emergency.

2. EXECUTIVE SESSION (Held Under the Authority of ORS 192.660(1)(f))

Presiding Officer Waker called the meeting into executive session at 7:25 p.m. for the purpose of discussing Dan Durig's employment contract. Eleven Councilors were present at the session, Councilor Knowles being absent. The Presiding Officer called the meeting back into regular session at 8:20 p.m.

Consideration of Dan Durig's Employment Contract (Regular Session)

Motion: Councilor Van Bergen moved, seconded by Councilor DeJardin, to grant Dan Durig, with his attorney if he chose, an audience before the Council, either at the meeting of February 12 or at an earlier special meeting called at the pleasure of Mr. Durig, for the purpose of granting Mr. Durig the opportunity to make a statement to the Council before the Council considered further action. The audience could be in executive or regular session at the pleasure of Mr. Durig.

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The Presiding Officer said he would assume Mr. Durig would appear before the Council on February 12 unless he heard otherwise from Mr. Durig or Mr. Durig's attorney.

Vote: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Knowles was absent.

The motion carried.

### 3. Report on Status of Legislative Liaison Functions

Presiding Officer Waker reported the Executive Officer had expanded the duties of Kim Duncan, Senior Analyst for the Convention Center Project, to include all legislative priorities of the District.

A discussion followed about Ms. Duncan's precise duties as Metro's sole legislative liaison. Presiding Officer Waker explained she had been hired on a temporary basis and would serve the District until the end of the current legislative session to lobby all the Council's adopted legislative priorities. She would not lobby the Executive's proposed statute changes. She would be supervised by the Convention Center Project Director and the Executive Officer, depending on the subject legislation.

Councilor Collier strongly endorsed Ms. Duncan.

Councilor Van Bergen questioned the propriety of endorsing the appointment before the Council had an opportunity to examine the Executive's legislative program and personnel plans. The Presiding Officer said Ms. Duncan's appointment was in line with the existing Personnel Rules and the Executive Officer had already appointed Ms. Duncan as was her prerogative.

Motion: Councilor Collier moved, seconded by Councilor Ragsdale, to approve Kim Duncan for the position of Legislative Liaison.

Councilors Van Bergen and Kelley were concerned whether the appointment was made according to the existing Personnel Rules. Randy Boose, Personnel Officer, explained Ms. Duncan had been appointed to the temporary position of Senior Analyst for the Convention Center Project. Her job title would remain that of Senior Analyst but she would assume the additional legislative liaison duties for all of Metro's issues until the end of the 1985 legislative session. She would perform those extra duties for additional pay, he reported.



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In response to Councilor Kelley's question, Mr. Boose further explained Ms. Duncan had not been hired by a competitive process because such a process was not required for temporary employees. Ms. Duncan's job would terminate according to Metro's Personnel Rules governing the employment of temporary employees.

Given the clarification of Ms. Duncan's employment, the makers of the original motion asked to revised that motion.

Revised Motion: Councilor Collier moved, seconded by Councilor Ragsdale, to approve Kim Duncan's temporary appointment to undertake the additional duties of all the District's legislative liaison functions.

Vote: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Knowles was absent.

The motion carried.

Councilor Ragsdale asked if Marc Madden were lobbying on behalf of the Executive Officer's legislative proposals. Richard Engstrom, Acting Deputy Presiding Officer, replied Mr. Madden was on contract until January 31 and the Executive had asked him to lobby for her programs.

Motion: Councilor Ragsdale moved, seconded by Councilor DeJardin, to direct the Executive Officer that Marc Madden not be employed to lobby the Executive's position before the Oregon Legislature.

Councilor DeJardin explained the Metro Code required no person, other than an elected Metro official, could lobby on behalf of Metro interests without the Council's consent.

Vote: A vote on the motion resulted in:

Ayes: Councilors Bonner, Collier, Cooper, DeJardin, Gardner, Hansen, Kirkpatrick, Ragsdale, Van Bergen and Waker

Nay: Councilor Kelley

Absent: Councilor Knowles

The motion carried.

Presiding Officer Waker called a recess at 8:45 p.m. The Council reconvened at 9:00 p.m.



4. Discussion of Metro Personnel Rules and Specific Changes Thereto

Presiding Officer Waker announced it was not his intent that changes to the Personnel Rules of Metro's Code be made at this meeting. Rather, he requested the Council confine discussion to whether there were reasons to change the Code and to recommend areas where action should or should not be taken.

Caroline Miller, current Multnomah County Commissioner and one of Metro's originally elected Councilors, presented a historical perspective of Metro's Personnel Rules. She explained the Rules layed out the balance of Metro's executive and legislative branches. Commissioner Miller said when the Metropolitan Service District was restructured in 1979, she had represented the Council on a Personnel Transition Committee with also included John Stevenson, Personnel Officer from the City of Portland; Mayor Campbell from the City of Lake Oswego; John Burne of Pacific Northwest Bell and; Mr. Casper of Milwaukie. The Personnel Transition Committee was charged with drafting personnel rules for the new Metro government which would be considered for adoption by the Metro Council. From that committee of personnel and government experts, the Commissioner said she learned much about the "ecology" of government.

Commissioner Miller then discussed the various models of government examined by the Personnel Transition Committee. The United States Government model was rejected as significantly different from Metro's structure because both the executive and legislative branches had their own bureaucracies on which to rely for information. The State of Oregon model was rejected for the same reason. She noted Metro's government had one bureaucracy on which both branches relied.

The City of Portland government model was different than Metro's because the Mayor and each City Commissioner was the head of a separate bureaucracy and each Commissioner served as a legislator and executive within his or her own department. Again, she noted Metro's government had a single bureaucracy on which both the Council and Executive relied.

The city of Gresham was examined as a model for another type of city government. The model was similar because the City Council, Mayor and City Manager relied on one bureaucracy for information. However, that model was different from Metro is that the mayor was fully answerable to the city council. Metro's Executive, she pointed out, was not answerable to the Metro Council.

Multnomah County's government structure, explained Commissioner Miller, was closer to Metro's structure other government models



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others because of the presumed bifurcation of the executive and legislative branches. The County Executive (or Chair of the Commission as the position was formerly entitled) was the direct link between the information flow and the decision-making body. That same relationship was shared between Metro's Executive and Council, she said.

Commissioner Miller then discussed Metro's government as being uniquely top-heavy with legislators. As with the Multnomah County Executive, the Metro Executive Officer was the funnel point for information to the Council. Metro's bureaucracy, she explained, was unusually thin and highly technical. It was not large enough to sustain much rapid change. She also pointed out the legislative body was part-time and the quality of information given to Councilors in order for them to make decisions was very critical. This unique, delicate ecology required special personnel rules to protect it, she explained.

The Commissioner then referred Councilors to the current grievance procedures of the Personnel Rules. She discussed provisions for a tri-panel to be appointed to hear grievances -- one person chosen by the appellant, one by the Executive Officer and one by both the appellant and the Executive. The Personnel Transition Committee, she explained, had intended that tri-panel to be a third level of appeal above the Executive Officer. She reported when the Committee recommended the Personnel Rules to the Executive Officer and Council, the Executive strongly opposed the tri-panel recommendation. As a compromise, the Council amended the Personnel Rules to include the tri-panel appeal provision at mid-point in the grievance process rather than at the end of the process. Commissioner Miller strongly advised the current Council amend the Rules and move the tri-panel process to the end of the grievance process where it belonged.

In summary, Commissioner Miller emphasized the Personnel Transition Committee had concluded Metro's part-time legislative body was valueless unless it could trust the value of the information from staff. The Personnel Rules eventually adopted by the Council protected the fragile balance of a small, highly technical staff, a full-time elected Executive, and twelve volunteer legislators. The Commissioner recalled the first Metro Council had required staff list out three different alternatives of actions when requesting any action of the Council. She explained this made it easier for the Council to trust the recommendations they had received and to make sound decisions. She encouraged the Council request staff return to that reporting format.

Commissioner Miller acknowledged the public was signaling for Metro to change. But she cautioned the Council to fight to keep the



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Personnel Rules now in place because they had served the agency well and protected the fragile balance of the Metro legislative and executive concerns.

Councilors Kirkpatrick and Collier each thanked Commissioner Miller for her appropriate and thorough presentation.

Councilor Ragsdale said he appreciated the Commissioner's comments because like he had once been, many people were confused about why Metro's government was not modeled similar to the State's. He said the Commissioner had clearly demonstrated why Metro was unique. Finally, he said if the Council moved in the direction suggested by the Executive Officer, it would be a very costly change for Metro.

Debbie Allmeyer, President, Metro Employees' Association.

Ms. Allmeyer explained the Association had conducted a special meeting earlier in the day regarding personnel concerns. She said Metro employees were interested in the recent changes in their working environment. In keeping with Metro's Personnel Rules, the Employees' Association requested an opportunity to review and make comment on any amendments proposed to the Rules. Ms. Allmeyer requested written summaries of any such proposals, as required by the Rules, in order to give employees a chance to discuss the issues prior to decision-making time. The Association, she explained, also expected the existing Personnel Rules to be followed prior to formulation of any amendments. Finally, the Association expressed hope the Council and Executive Officer would be able to reach mutually satisfying and positive agreements quickly.

Councilor Van Bergen said he was amazed the Council had not heard from the Association until this meeting.

Councilor DeJardin agreed. He then referred to the series of recent editorials in The Oregonian on the Metro organization. He said he objected to use of the term "mandate" in those editorials. Application of the term "mandate," he explained, would result in carte blanche authority to upset the balance of power: changes should only be made in concert with the Executive Officer, staff, Council and community.

Presiding Officer Waker referred to the written list of personnel issues (included in the meeting packet) to be discussed at this meeting as a basis for starting a dialogue.

Councilor Van Bergen said he did not agree all issues were listed and that by taking her legislative proposals to Salem without the Council's knowledge or consent, some of the items on that list had been "kicked off the table."



The Presiding Officer explained it was important for the Council to restate the current rules before changes could be made.

Councilor Van Bergen did not think it necessary to readopt rules everyone should have been following. He also said the Council and Executive Officer were "out of negotiation" because of the Executive's actions. He thought the only item on the table at this meeting was the Executive's proposed Ordinance to amend the Personnel Rules.

Councilor Ragsdale did not think the proposed ordinance could be considered without also considering the Executive's state legislation to define the Executive's authority. The two items, he said, were closely related.

Councilor Van Bergen did not think the Council had a right to cross-examine the Executive about her legislative program. He said the Executive or any Councilor could speak at the legislative hearings. When questioned by the Presiding Officer, the Councilor said he would prefer the Metro officials have a majority voice before the Legislature. Also, referring to The Oregonian editorials, he said to respond to the type of mandate for change discussed in the editorial would require spending more money for Council support staff. The Councilor said he also had a mandate from his constituency and he was not interested in any changes unless it had been demonstrated changes were needed.

John Leahy, member of the Executive Officer's transition team, said he would respond to questions about the Executive's proposed ordinance to change the Personnel Rules. He then reviewed the proposed amendments: 1) clarification of the Executive's role in hiring and firing personnel; 2) expansion of the "exempt" classification of employees to include certain employees of the Executive and Council; and 3) deletion of contested case provisions for certain exempt employees. In summary, Mr. Leahy explained the changes to the Personnel Rules proposed by Executive Officer Cusma would clearly define personnel responsibilities would give the Executive the authority to make changes in top management personnel.

A discussion followed about the definition of "operating departments" as proposed in the amendment. Mr. Leahy said it was the Executive Officer's intention the Public Affairs Director, the Finance & Administration Director, the Convention Center Project management and the IRC Administrator be included as directors of operating departments.

Councilor Hansen noted if Executive Officer Cusma's legislative program were adopted by the Legislature, the Council would be mandated to change Metro's Personnel Rules. He suggested the



Council not consider any revisions to the Rules until the outcome of the State legislation were known.

Mr. Leahy urged the Council to proceed with adoption of the Executive's proposed changes to the Personnel Rules. He explained that action would clarify the purpose of the legislative and executive branches of Metro government which were now perceived by the Executive as confused and ambiguous.

Councilor Van Bergen requested Metro's counsel review the effect of a statutory change in personnel policies on Metro's existing union agreement. Eleanore Baxendale, General Counsel, said she did not believe there would be a conflict of interest in her answering that question. If a conflict did exist, she said she would obtain the services of Jonathan Harnish.

Councilor Cooper said he agreed with Caroline Miller's earlier testimony regarding the technical nature of Metro's staff. He said the Executive's proposed amendments to the Personnel Rules seemed like a patronage system he could not support.

Councilor DeJardin agreed with Councilor Cooper and thought the Council should take a firm stand against the changes Executive Officer Cusma was proposing to the State Legislature.

Councilor Collier reported the Executive's legislation was presented to the Council Legislative Planning Committee and the Committee agreed not to take a stand on the issue.

Councilor Ragsdale recommended the Council not separate the issues of Executive Officer Cusma's proposed amendments to the Personnel Rules and her proposed State legislation to clarify her authority. He recommended the Council conduct a deliberative process which would include comments from Metro employees and the public on the two issues simultaneously. Councilor Kirkpatrick concurred, saying her immediate concern was with staff morale.

Motion: Councilor Ragsdale moved, seconded by Councilor DeJardin, the Council conduct public hearings on the changes to the Metro Personnel Rules submitted by the Executive Officer in the form of a draft ordinance and on the legislation the Executive Officer had requested be introduced before the Oregon Legislature and that the Council additionally request the Oregon Legislature defer hearings on the above matter until the Council's public process had been conducted.

A discussion followed about how the Council's wishes would be communicated to the State Legislature. It was generally agreed Kim

Duncan was authorized to communicate Council adopted policies to the Legislature.

Vote: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Knowles was absent.

The motion carried.

Councilor Gardner said it should be made clear the Executive Officer could carry her own agenda to the Legislature which would not include the ability to use taxpayers resources for that purpose.

Councilor Kirkpatrick distributed a memorandum from herself to the Council regarding "Transition Discussion Items." She explained negotiations between the Council and the Executive Officer had failed to establish a working relationship with the Council, Executive and staff. As a result, she proposed the following steps be taken:

- "1. Ask the Council Management Committee to review the recent hirings and firings, including contract personnel so we are assured the provisions of the Code (our law) regarding personnel policies are being followed. Have the Committee determine the amount of money being spent for transition and work with the Executive Officer on a plan outlining any continued expenditure of funds.
- "2. Ask the Executive Officer to immediately submit qualifications and request for confirmation of appropriate staff or outline the process for filling vacancies.
- "3. Ask the Executive Officer to share her legislative proposal so the Council can have public hearings and an open discussion of the issue. Request an organizational plan, including budget, that outlines the proposed staff for Executive Management and Council before any testimony is presented in Salem on a bill that would clarify roles of the two arms of government.
- "4. Direct Ray Barker to get contractual estimates for a study of government models on separation of powers. The study would outline Council staff needs and projected expense for this staffing.
- "5. Immediately move department functions under Council direction so work can continue. Ask that staff report to a central person responsible for reporting to the Council in the interim until this situation is solved."



Motion: Councilor Collier moved to Council implement proposal 1 as listed above. Councilor Kirkpatrick seconded the motion.

Councilors Hansen and Gardner concurred it was necessary for the Council to address the Executive's personnel practices as soon as possible in a public forum in order to maintain confidence in Metro's Code of law.

Vote: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Knowles was absent.

The motion carried to implement proposal 1.

Motion: Councilor DeJardin moved the Council implement proposals 2, 3 and 4 as listed above. Councilor Collier seconded the motion.

Councilor Bonner thought it premature to adopt proposal 4 until more was known about the Executive's proposed State legislation.

Councilor Hansen suggested proposals 2 through 4 be moved individually.

Withdrawal of Motion: Councilors DeJardin and Collier withdrew the previous motion in order for proposals 2, 3 and 4 to be discussed individually.

Motion: Councilor DeJardin moved the Council implement proposal 2 as listed above. Councilor Collier seconded the motion.

In response to Councilor Hansen's question, Councilor Gardner suggested the Personnel Officer and Legal Counsel provide the Management Committee with information necessary to make its findings.

Vote: A vote on the motion resulted in:

Ayes: Councilors Bonner, Collier, Cooper, DeJardin, Gardner, Kelley, Kirkpatrick and Van Bergen

Nays: Councilors Hansen, Ragsdale and Waker

Absent: Councilor Knowles

The motion carried to implement proposal 2.

Metro Council  
January 29, 1987  
Page 12

Councilor Gardner asked for clarification regarding proposal 2. After discussion, it was agreed staff not requiring Council confirmation be exempt from submitting qualifications to the Management Committee.

Motion: Councilor Ragsdale moved the Council implement proposal 3 as listed above. Councilor Gardner seconded the motion.

Vote: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Knowles was absent.

The motion carried to implement proposal 3.

Councilor Collier said she was reluctant to implement proposals 4 and 5 at this time. She suggested the Council wait until its annual goal-setting session with the Executive to work out unresolved issues before implementing those proposals.

Councilor Ragsdale did not think proposal 4 was necessary.

Councilor Van Bergen thought the agenda for the future goal-setting session should be limited to selected issues.

There being no further business, Presiding Officer Waker adjourned the meeting at 10:40 p.m.

Respectfully submitted,



A. Marie Nelson  
Clerk of the Council

amn  
6984C/313-2  
02/17/87



CONSIDERATION OF A CONTRACT WITH ZIMMER GUNSUL  
FRASCA PARTNERSHIP FOR DESIGN SERVICES FOR THE  
OREGON CONVENTION CENTER

---

Date: February 24, 1987

Presented by: Tuck Wilson

PROPOSED ACTION

Approval of the proposed contract with Zimmer Gunsul Frasca Partnership for design services for the Oregon Convention Center. The contract term is March 1, 1987, through December 31, 1990. The lump sum fee for comprehensive design services is \$3,763,000.

FACTUAL BACKGROUND AND ANALYSIS

A. Selection of ZGF/DMJM Team

In October 1986, the Convention Center Project issued a request for proposals/qualifications for design services. The notice of request was published in *The Skanner*, *Portland Business Today*, *Engineering News Record* and *Northwest Construction News*. Over 100 firms, located throughout the United States, received the report.

Eleven teams responded by the deadline on November 25, 1986. A complete list is attached to this report in Attachment A.

The Advisory Committee on Design and Construction served as the selection committee. This committee chose four finalists and held interviews on December 16, 1986. An interview schedule is shown in Attachment B.

To assist in reaching a decision, the committee determined it needed a broader base of knowledge. A tour of five cities gave the committee the opportunity to meet with representatives from each finalist team in their offices, to view representative work, and to tour existing convention centers. The committee traveled to Seattle, New York, Baltimore, Atlanta and San Francisco.

Following the tour, the committee selected the team of Zimmer Gunsul Frasca Partnership (ZGF) with Daniel, Mann, Johnson and Mendenhall (DMJM) of San Francisco as consulting architects.

B. Contract Background

Contract negotiations began January 13, 1987, and continued over twenty meetings. The Convention Center Project staff was assisted by representatives of the Port of Portland, the Oregon Department

of Transportation, Price Waterhouse Co., and the Advisory Committee on Design and Construction.

The negotiating team reviewed the terms and conditions of contracts for other large construction projects to develop a standard by which to prepare the contract terms. Published nationwide surveys indicate that basic services alone for similar projects usually average 7 percent of construction costs.

### C. Contract Components

The Agreement (Attachment C) has five parts:

#### 1. Main Agreement

Defines the general responsibilities of Metro and the architect team.

#### 2. Exhibit A - Scope of Work

Defines in detail the architect's basic services and the products to be delivered.

The Scope of Work is broad and comprehensive. Marketing specialists on the design team will prepare a detailed design program defining the components of the facility. The architect will present alternative schematic designs with cost estimates to fit the required program. When a single design is chosen, the architect will produce final design, bid and construction documents.

#### 3. Exhibit B - Schedule

Establishes the preliminary schedule that the architect will follow in designing the convention center.

The work is divided into eight phases, beginning with Programming and concluding with Post-Construction. The schedule allows for construction to be finished by the September 30, 1990, deadline.

#### 4. Exhibit C - Compensation

Establishes a lump sum fee of \$3,763,000 for the architect's services and provides for payment at the completion of each phase of design. The proposed fees are identical to those proposed as estimated fees in the ZGF proposal.

The lump sum fee of \$3,763,000 is approximately 8 percent of the estimated construction budget of \$47,284,000. The lump sum fee includes \$307,500 in reimbursable costs. Basic services without reimbursable costs represent 7.3 percent of construction costs.

5. Exhibit D - Extra Work

Describes services not contained under the Scope of Work. The architect was unable to estimate costs for these items prior to development of the program.

The scope of extra services will be negotiated as the work is required. Services related to the following items, among others, are anticipated:

- One percent for art
- Acoustical testing
- Telecommunications
- Post-construction warranty reviews
- Display model for marketing purposes

Extra work will be compensated at an agreed-upon rate.

6. WBE/MBE Goals

Metro goals for women- and minority-owned businesses should be met through activities of the following ZGF subconsultants:

- Sussman/Prejza & Co., Inc. (graphics, signage)
- Murase Associates (landscaping)

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of the contract with the Zimmer Gunsul Frasca Partnership.



**EXHIBIT A**  
**DESIGN TEAMS**  
**FOR**  
**OREGON CONVENTION CENTER**

BOOR/A  
and HOK

Portland, Oregon  
St. Louis, Missouri

CANADA PLACE ARCHITECTS  
and CRS SIRRINE, INC.

Vancouver, British Columbia  
Milwaukie, Oregon

ELLERBE  
and SERA

Minneapolis, Minnesota  
Portland, Oregon

KAPLAN, McLAUGHLIN & DIAZ  
LOSCHKY, MARQUARDT & NESHOLM

Portland, Oregon  
Seattle, Washington

I M PEI and PARTNERS  
SODERSTROM ARCHITECTS  
and CH<sub>2</sub>M HILL

New York, New York  
Portland, Oregon  
Portland, Oregon

PEREZ ARCHITECTS

New Orleans, Louisiana

SKIDMORE OWINGS & MERRILL  
and HOWARD NEEDLES TAMMEN &  
BERGENDOFF

Portland, Oregon  
Seattle, Washington

THE STUBBINS ASSOCIATES, INC.

Cambridge, Massachusetts

THOMPSON, VENTULETT, STAINBACK  
& ASSOCIATES  
and GBGBD ARCHITECTS

Atlanta, Georgia  
Portland, Oregon

YOST GRUBE HALL  
and TRA

Portland, Oregon  
Seattle, Washington

ZIMMER GUNSUL FRASCA PARTNERSHIP

Portland, Oregon

EXHIBIT B



# Convention Center Project

Committee on Regional Convention, Trade and Spectator Facilities

## DESIGN SERVICES

### OREGON CONVENTION CENTER

#### INTERVIEWS

December 16, 1986

8:30 a.m.	YGH/TRA
10:00 a.m.	I. M. Pei and Partners Soderstrom Architects CH <sub>2</sub> M Hill
11:30 - 1:00 p.m.	Discussion and Lunch
1:00 p.m.	BOOR/A and HOK
2:30 p.m.	ZGF

AGREEMENT TO FURNISH FULL DESIGN SERVICES  
TO THE  
METROPOLITAN SERVICE DISTRICT  
FOR THE  
OREGON CONVENTION CENTER

This Agreement is executed this \_\_\_\_\_ day of February 1987, 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 ZIMMER GUNSUL FRASCA PARTNERSHIP (hereinafter "Architect") whose address is 320 S.W. Oak Street, Suite 500, Portland, Oregon 97204-2737.

W I T N E S S E T H

RECITALS

1. Owner has been selected as the "lead agency" for the Oregon Convention and Trade Show Center Project, as defined in Multnomah County Code 5.50.050 (B)(1)(d) (hereinafter "Project").
2. Owner has determined that the Project shall be located on the east side of the Willamette River in Portland, Oregon, at a 17-block site bounded by N.E. Union Avenue and N. E. Holladay Street and Interstates 5 and 84.
3. The Project will consist of approximately 401,000 square feet of space that shall be devoted to exhibition space, meeting rooms, support and other ancillary uses to be determined.
4. In order to secure firm booking commitments, Owner desires to have the Project completed on or before September 30, 1990, so that it can be legally occupied and fully used for its intended functions.

5. Owner has retained a fully qualified professional construction manager, Turner Construction Company of San Francisco, California, (hereinafter "Manager") for construction management services. The Manager's responsibilities will include monitoring the development of design documents and confirming that the development proceeds within the time and budget constraints established for the Project. Several advance package contractors and a general contractor for construction services will be selected by competitive bid.
6. Owner is retaining a fully qualified professional architecture/engineering team (hereinafter "Architect") for architectural and engineering services to perform the work specified in this Agreement.
7. Architect realizes the funding for Project is defined and limited and that claims for extra services from consultants or contractors may jeopardize the project budget and the successful completion of the building. As part of the Project Team, Architect will endeavor to make its best efforts to assist in completing the Project on time and within budget.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained, hereinbelow, the parties hereto agree as follows:

#### ARTICLE I

##### TERM

The term of this Agreement shall commence March 1, 1987, 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 firms of national reputation. Architects 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 Project, and especially with the Owner and Manager in furthering the interests of the Project. Architect shall provide leadership to Owner and Manager on all matters relating to design.
- 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 life 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 and by a partner in charge of design. The names and titles of Architect's and consultant representatives are:

Daniel Huberty,	Principal-in-Charge/Project Manager
Robert Frasca,	Principal Designer
Robert Sowder,	Associate Designer, DMJM (Functional Planning and Design)

Architect shall not change these representatives without prior written notification to, consultation with, and approval of Owner. Such approval shall not be unreasonably withheld. 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:

- a. Program/Functional Design -- DMJM
- b. Structural - KPFF Consulting Engineers
- c. Mechanical - DMJM/PAE Consulting Engineers
- d. Electrical - DMJM/PAE Consulting Engineers
- e. Traffic - Carl H. Buttke, Inc.
- f. Vertical Transportation - Lerch, Bates & Associates
- g. Graphics, Signage - Sussman/Prejza & Co., Inc.
- h. Acoustics - BBN Laboratories, Inc.
- i. Food Service - Fred Schmid Associates
- j. Landscaping - Murase Associates
- k. Parking - Carl H. Buttke, Inc.
- l. Civil Engineer/Site - David Evans and Associates, Inc.
- m. Special Lighting - Lightsource, Inc.
- n. Security - DMJM
- o. Fire, Life Safety, Code Compliance - Rolf Jensen & Associates, Inc.
- p. Robert Black
- q. William Cunningham, Coliseum Consultants
- r. Robert Dallmeyer, Robert Dallmeyer International

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 responsible for the completeness, professional quality, technical accuracy, and coordination of programs, designs, calculations, drawings, specifications and all other professional design 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 and construction and other requirements of all federal, state, local or other agencies which have jurisdiction over the Project as of the date of completion on 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 and Manager 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 Owner in consultation with Architect. 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 through Construction Documents Phase is shown in the Contract Design Schedule, attached as Exhibit B.
- K. Architect will endeavor to 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. This schedule shall not be exceeded by Architect except as provided in this Agreement.
- L. The Architect shall provide for a total of up to four (4) construction contract packages to be issued in addition to the final general contract package. These are anticipated to be:
1. Site preparation, i.e., mass grading and site utilities;
  2. Long lead equipment, if required, e.g., chillers, boilers, switchgear, etc.;
  3. Mill order for structural steel shapes, if required;
  4. Furnishings, fixtures, and equipment, including signage.

- M. All Project information shall be available to the Owner.
- N. Public Information Meetings -- Owner and Architect agree that the Architect's attendance at occasional public meetings will be required. To accommodate such meetings, the Architect has included under Basic Services a total of 52 hours of time for attendance and participation in such meetings as requested by the Owner. An allowance of \$5,200 based on 52 hours of service at \$100 per hour is included for these services in the lump sum.

### 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 such services and for all labor, materials, supplies, equipment, and incidentals necessary to perform such services.
- B. Annual Progress Evaluations -- For the purposes of expenditure and budget control, the compensation payable to Architect hereunder shall be estimated and budgeted on Owner's fiscal year basis. The estimated Total Architect Budget is contained in Exhibit C. Five months prior to the end of each annual period, Architect in conjunction with Owner, shall review the Annual Architect Budget in light of progress and expenditures to date to determine what adjustments, if any, should be made in the Annual Architect Budget. Concurrently, Architect in conjunction with Owner shall also estimate the services which are

anticipated to be accomplished during the next annual period. On the basis of these reviews and determinations, Architect shall submit its recommended next Annual Architect Budget to Owner together with such other information and data as Owner considers relevant. In no event shall the total Architect budget exceed the amounts set forth in Exhibit C without the prior written approval of Owner.

C. Additional Expenses --

1. Architect has thoroughly reviewed and examined the Scope of Work contained in Exhibit A and has attached a list of Extra Work Items that are not included in the Scope of Work (attached as Exhibit D). Architect agrees to complete all items that constitute the Scope of Work for the lump sum fee as set forth in Exhibit C, unless changes are caused by the Owner's modification of the Scope of Service to include Extra Work Items.
2. Services of Architect's consultants required to fulfill the obligations of the Architect under this Agreement shall be provided as a part of Architect's responsibilities and at no additional expense to Owner except as provided in Exhibits C and D.
3. Should the progress of the design work at any time fall behind schedule due to conditions not beyond the control of Architect, Architect shall apply such additional manpower and resources as necessary to bring progress of design production back on schedule at no expense to Owner.

D. 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 the costs or prices affected or alleged to be affected, and Owner or its representatives shall have the right to examine all books, records, documents and other data to verify that the all costs of Architect and its consultants and suppliers related to the negotiation, pricing, or performance of such change or alleged change. Architect shall require 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.

Architect further agrees to include in all its subcontracts hereunder a provision to the effect that the consultant agrees that Owner or any of its duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such consultant, involving transactions related to the consultant. The term "subcontract" as used in this clause excludes: (1) purchase orders not exceeding \$5,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

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 Agent is the director of the Convention Center Project. All communications between Architect and Owner shall pass through the Owner's Agent, or his authorized representative.
- 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. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.
- D. Owner shall give Architect a copy of the Agreement between Owner and Manager describing the construction management services, duties and responsibilities. Architect acknowledges receipt of this Agreement.
- E. The Owner shall furnish all required geotechnical services.
- F. The Owner shall examine documents and render decisions as reasonably necessary for the orderly progress of the Architect's services and of the Work.
- G. Owner will obtain an agreement with Owner's consultants and contractors that the consultants and contractors will indemnify Architect for consultants and contractors negligence in the performance of their contracts with Owner.



- H. Architect is entitled to rely on all information furnished or to be furnished by Owner.
- I. Owner will provide the site for the Project. Site will be prepared for Owner by Portland Development Commission under agreement with Owner dated November 26, 1986. Architect acknowledges receipt of such agreement.
- J. Owner shall print all documents for Owner's use.

#### ARTICLE V

##### INDEMNITY AND INSURANCE

- A. Indemnity - Architect acknowledges responsibility for liability arising out of Architect's performance of this contract and shall hold Owner, Manager, their 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 solely by Architect's negligent acts, omissions, activities or services provided pursuant to this Agreement; (2) resulting or allegedly resulting solely from Architect's 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. To the extent that Owner (including employees) and the Architect are both held liable for any claims arising out of Architect's performance of this Contract, Owner (including employees) and Architect shall be responsible for the total damages as a result of such liability in proportion to their relative degree of fault. To the extent that Owner (including employees) and Architect do not pay any amounts due under this paragraph, such

party shall indemnify the other party for any damages caused by such failure. Owner's liability under this paragraph is only to the extent allowed by law.

- B. Workers' Compensation Coverage - Architect certifies that Architect has qualified for Workers' Compensation as required by state of Oregon.

Architect shall provide Owner within 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 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, Manager 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 and Manager as additional insured with the stipulation that this insurance, as to the interest of Owner and Manager only therein, shall not be invalidated by any act or neglect or breach of contract by Architect. The coverage

provided by this policy(ies) shall be primary and any other insurance carried by Owner or Manager is excess.

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 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 facility. 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. All policies will provide for not less than 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 KPFF Consulting Engineers and DMJM Consulting Engineers.

E. Consequential Damages

Except as provided in Article V, Section A (Indemnity), Architect will be liable for any consequential damages arising from or relating to this Project.

ARTICLE VI

GENERAL PROVISIONS

A. COMPLIANCE WITH LAWS

1. Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this contract and it has not paid or agreed to pay any company or person, other than bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gifts or other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, Owner shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Architect shall not engage on this Project any professional or technical personnel who are, or have been at anytime during the period of this Agreement, either a member of the Metro Council or in the employ of Owner, except regularly retired employees, without written consent of the public employer of such person.
3. Architect will not discriminate against any employee or applicant for employment because of race, color, religion,

sex, or national origin. Architect will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. This contract requires Disadvantaged Business Enterprise (DBE) and Women-Owned Business Enterprise (WBE) participation with an Owner goal that a minimum of five (5) percent of the total contract sum be awarded to each group. If that is not possible, a good faith effort must be made to accomplish the goal. Owner recognizes businesses registered with the Oregon Department of Transportation or with any other jurisdiction have a certification program qualified under 49 CFR 23.

Architect shall comply with the provisions of Owner Code 2.04.000 et seq ("Metro Disadvantaged Business Program"), which are hereby incorporated by reference.

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 Architect's compensation described in Exhibit C 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 Manager or 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 other working related documents and materials in the Architect's custody or under its control, all current as of the effective date of termination. Conditions under Article VI, Paragraph J shall also apply.
  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, the parties shall attempt to negotiate a resolution of the dispute in good



faith. If a solution satisfactory to both parties cannot be reached after negotiations, the claim shall be arbitrated in accordance with Article VI, Paragraph E, Sections 1-8, of this contract. However, disputes between Owner and Architect may be joined with other parties arising from or related to this project and resolved either through arbitration or through court action at Owner's or Architect's discretion.

E. ARBITRATION

Arbitration shall be conducted in accordance with the Multnomah County Circuit Court's Mandatory Arbitration Rules which are currently effective subject to the following conditions:

1. The arbitration shall take place in Portland, Oregon.

2. The arbitration shall be conducted by a single arbitrator who shall be selected by mutual agreement of the parties.

If the parties are unable to agree on a single arbitrator or the arbitrator chosen is unable to serve, the parties shall petition the Presiding Judge of the Circuit Court of the State of Oregon, County of Multnomah, acting in his individual capacity, to appoint an arbitrator knowledgeable in such disputes in accordance with the then-existing Multnomah County Circuit Court's Mandatory Arbitration Rules.

3. The parties shall be entitled to such discovery as would be available to them in the Multnomah County Circuit Court for the State of Oregon, and the arbitrator shall have all of the authority of the Court incidental to such discovery.

4. The arbitrator shall make all factual determinations, apply the substantive law of the State of Oregon and the

agreements between the parties, and thereupon render his award. The arbitrator shall prepare a written opinion containing his findings of fact and conclusions of law which shall support his award. The decision of the arbitrator on all issues shall be final and binding, except as provided in ORS 33.320.

5. The arbitrator shall determine the admissibility of evidence offered pursuant to the rules of evidence of the State of Oregon.
6. The prevailing party will be entitled to be reimbursed for its share of the arbitrator's fee and its attorney's fees and costs hereunder provided any party against whom a claim is asserted ("defendant"), may, at any time up to ten (10) days prior to the arbitration, serve upon the party asserting the claim ("plaintiff"), an offer to allow an award to be given against defendant for the sum, or the property, or to the effect therein specified. If the plaintiff accepts the offer, the plaintiff or its attorney shall endorse such acceptance thereon, and file the same with the arbitrator before arbitration and within three (3) days from the time it was served upon plaintiff; and thereupon an award shall be given accordingly, as a stipulated award; and neither party shall be deemed a prevailing party. If the offer is not accepted and filed within the time prescribed, it shall be deemed withdrawn, and shall not be given in evidence to the arbitration; and if the plaintiff fails to obtain a more favorable award, the

plaintiff shall not recover its share of the arbitrator's fee or its attorney's fees and costs incurred after the date of the offer, but the defendant shall recover from the plaintiff defendant's share of the arbitrator's fee and defendant's attorney's fees and costs from the time of service of the offer.

7. For purposes of Subparagraph 6 of this paragraph, to be considered a "Prevailing Party," the person demanding relief must be awarded at least fifty percent (50%) of the amount of its claim, as amended, which is filed not less than twenty (20) days prior to the commencement of the arbitration hearing.
8. Except as otherwise specifically provided herein, the dispute shall be arbitrated pursuant to ORS 33.210 et seq.

F. 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's Agent.

G. ARCHITECT IDENTIFICATION

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

H. INDEPENDENT CONTRACTOR

Architect 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.

I. EXCUSABLE DELAYS

Architect shall not be considered in default by reason of any failure to perform in accordance with the Agreement if such failure arises out of causes beyond the control and without the fault or negligence of the Architect, including, but are not restricted to, acts of the Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Architect must notify owner in writing of Architects intent to assert excusable delay; the notice must be given within ten (10) days after Architect knows or should have known of the delay, or the claim shall be deemed waived.

J. WORK IS PROPERTY OF METRO

1. All documents, including drawings, specifications and calculations prepared by Architect and its consultants, shall be the property of the Owner, whether the work to which the documents relate is executed or not. Architect shall have no publication rights to any material produced by Architect or its consultants, without the proper 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 or on the site, 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. In event Owner uses any such document it agrees to defend and indemnify Architect, its consultants and their agents and employees from any claims for damage due to the Owner's or its agent's use of the documents. If the parties cannot agree upon the amount due Architect, Owner shall pay the amount admittedly due and be entitled to use the documents pending determination of the disputed amount, but will continue to be obligated to defend and indemnify as herein provided. This obligation to indemnify is only to the extent allowed by law.

K. CONTRACT DOCUMENTS

The terms, conditions, covenants and provisions of Owner's Request for Proposal dated October 24, 1986, are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Any conflict or discrepancy between any document herein incorporated by reference shall be resolved in accordance with the order precedence hereinafter enumerated:

First: This Agreement and all properly executed modifications thereto.

Second: Owner's Request for Proposal.

L. 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.

M. PUBLIC CONTRACT LAWS

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

N. LAW OF OREGON

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

O. 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.

P. 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 remains valid. In the event any provision of this 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:  
ZIMMER GUNSUL FRASCA PARTNERSHIP

OWNER:  
METROPOLITAN SERVICE DISTRICT

\_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_  
TITLE: \_\_\_\_\_

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

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

SB/gl/6853C/486-9  
02/24/87

## 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, Manager, 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. All services referred to in this Agreement are Basic Services, unless and except as specifically referred to as Extra Work Items (Exhibit D). Architect shall perform Extra Work Items only if requested by Owner.

Except as specifically provided below, Architect's Basic Services shall consist of those architectural, engineering and other services which are customarily performed during the design and construction of comparable projects. They include architectural, structural, seismic, mechanical, electrical, traffic, life safety, interior design, audio/visual, surveys, acoustical, food service, energy conservation, special lighting, security, vertical transportation, materials handling, civil engineering,

parking design, landscape architectural services, graphics and signage, and such others as required by Contract to complete the work.

2. The Architect shall meet and confer with the Owner and Manager on a regular weekly basis during the Design Phase with respect to site use and improvements, selection of materials, building systems and equipment, and to consider the Manager'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 internal printing and reproduction costs for its own use and for the use of its consultants in preparing, checking, coordinating and estimating the Project through and including the Construction Document Phase. Architect shall provide ten (10) sets of all material including drawings, specifications, and other documents for the Owner's and Manager'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. Evaluations of the Owner's Project budget, Statement of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

The Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Construction Documents alternate bids to adjust the Construction Cost to the fixed limit.

If the Bidding Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of

Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

**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 develop for Owner's review and approval a functional program, space program and budget for this facility based on a detailed market study being prepared by the Architect and approved by the Owner and the general preliminary parameters contained in the "Program Statement for the Proposed Oregon Convention Center" prepared for Owner by Shiels & Obletz, Zimmer Gunsul Frasca Partnership/DMJM, dated July 10, 1986. These program components shall be subject to evaluation and testing as preliminary design concepts are developed, resulting in a final approved facility program.



2. Architect shall prepare initial site analysis considering Geotechnical, Topographical, Utility and Transportation issues.
3. Architect shall participate in investigation field trips to other facilities of similar size, use and function.
4. Architect shall develop jointly with Owner and Manager design objectives, project schedule and a Work Plan for future phases.
5. The Architect shall also assist the Manager in the development by the Manager of 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 by the Architect and the Owner.
6. 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 a Master Plan based on and incorporating the foregoing concepts and specifying optimum building placement, elevation and massing, phasing and site utilization.

7. Architect shall coordinate its work with the work of the Owner's separate contracts for this Project. Architect shall consult with Metro 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 agency meetings.
8. Architect shall make presentations of Programming and Master Plan and Site Analysis studies and data for approval by Owner. Program shall be formally adopted to serve as the basis of further design.

D. PRELIMINARY CONCEPTS

1. Architect shall develop five (5) preliminary design concepts in sketch format (single line drawn from hand to scale is acceptable) in sufficient detail to allow adequate comparison for Owner to select a design direction from which three (3) will be selected for full development as described in paragraph 3, below.
2. Design shall be based on the Program developed in the previous Phase and approved by the Owner. Designs shall include building program for this Project and concept plan for future (unprogrammed) expansion.
3. Preliminary design concepts will be presented as small scale floor and site plans, building elevations indicating general concept of fenestration, building cross sections,

massing models without indication of fenestration and materials, and narrative descriptions of the proposed building systems.

4. Floor plans shall show relationship of major interior spaces and major entrances.
5. Site plans shall show the building and show relationships with adjacent streets site ingress and egress, and general arrangement of parking and loading.
6. Architect shall evaluate the preliminary concepts against the construction budget estimates, schedule, design objectives and responsiveness to program.
7. Architect shall make presentations of Preliminary Concepts for consideration by Owner and selection and approval of one concept for further refinement in the Schematic Design Phase.
8. Architect shall provide ten (10) sets of copies of all drawings and written material related to the selected preliminary design concept phase.

#### E. SCHEMATIC DESIGN SERVICES

1. Based on the selected 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 shall also show conceptual plans for future expansion. 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 Schematic Design against budget, schedule, design objectives and responsiveness to program.
3. Architect shall coordinate its work with the work of the Owner's separate contracts for this Project. Architect shall consult with Metro and City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear as may be required on Owner's behalf at all agency meetings.
4. Provide materials research for the identification of 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.

5. The Architect shall report on the status of the design schedule and the projected work plan for future phases.
6. The Architect shall provide a cost estimate at the end of the Schematic Design Stage. This estimate shall be based on a square foot parameter cost for major building components. The Manager shall also provide an estimate for the Owner. After consultation on the two estimates a mutually agreed upon estimate will be determined. Upon approval, this estimate will be referred to as the "Approved Design Budget."
7. 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.

Submission shall consist of:

- a. Site Plan at 1" = 50' scale showing ingress and egress to site, parking, loading and proposed location of any special site features.
- b. Floor Plans at 1/16" scale showing exterior walls with double lines and interior walls with single

lines. Plans shall include:

1. All program spaces
2. Building entrances and exits
3. Diagrammatic location of major mechanical and electrical equipment and major duct and piping runs.
4. Preliminary structural framing plans.

c. Narrative description of

1. Proposed plan vs program
2. Building system recommendations for structural, mechanical and electrical systems.
3. Discussion of suggested location for artwork.
4. Proposed building materials.

d. Scale study model showing site and building with indication of massing, materials and fenestration.

e. Cost estimate covering all components.

8. Architect shall provide ten (10) 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 from the approved program, Schematic Design Documents and Approved Schematic Design Budget for approval by the Owner the Design Development Documents consisting of Drawings and Specifications and other documents to fix and describe the size and character of the entire project, including architectural, structural, food service, vertical transportation, 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 (lobbies, public spaces, exhibit halls, meeting rooms, etc.).
- (6) Preliminary color/material palette.
- (7) Study model(s).
- (8) Final materials selections.
- (9) Equipment layouts.
- (10) Building cross sections with floor to floor heights indicated.
- (11) 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 system 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 control.
- (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 building, 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 building.

(4) Site lighting and distribution from sources.

(5) Parking.

(6) Entrances.

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 approximately one-half of completion of the Design Development Phase, the Architect shall conduct a review of the design process with the Owner and Manager 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, i.e., value engineering/life-cycle analysis.
  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 is inaccurate, program adjustments and/or alternates shall be prepared.

7. Architect shall coordinate its work with the work of the Owner's separate contracts for this Project. Architect shall consult with Metro and City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear as may be required on Owner's behalf at all agency meetings.
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 Metro staff and Manager, the Advisory Committee on Design and Construction and the Metro Council.
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 ten (10) 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, 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. When Owner determines that revisions, amendments or supplementary documents are required because of a mistake on the part of Architect, Architect shall prepare them and shall consult with Manager as required 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 and Manager's review and comment. The Architect shall provide evaluation of budget, schedule and response to program and design objectives at each stage.
5. The Architect shall advise the Owner of any recommended adjustments to the Project's "Approved Design Budget" indicated by changes in Project scope requirements or general market conditions.
6. The Manager and Architect shall each provide an independent 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 and/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 is inaccurate, program adjustments and/or alternates shall be prepared.

7. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having

jurisdiction over the Project.

8. The Architect shall conduct informal meetings with City Planning Staff to solicit and receive their comments with respect to the Project.
9. The Architect shall attend governing agency meetings with the Owner as required to assist the Owner in obtaining guidelines for the Project from regulatory agencies having approval jurisdiction.
10. The Architect shall prepare written and graphic materials as may be required from time to time for Owner to obtain necessary uses, appeals, site and other governmental permits and approvals.
11. The Architect will participate in the Furniture, Fixture and Equipment (FF&E) process by:
  - a. Providing as part of Basic Services lists, 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 building
    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 staging and steps
- Portable dance floors
- Portable easels, blackboards, podiums, music stands
- Barricades, portable handrails, stanchions and ropes
- Waste containers
- Ladders
- Forklifts and man lifts
- Landscape maintenance equipment
- Cleaning equipment
- Equipment related to food service including: pots and pans, utensils, carts, serving dishes, dinnerware and glassware.

12. Architect services shall include completion of all required surveys to determine location of property boundaries, utility connections, road geometrics and other physical parameters which may affect the design of the building. These services will also include study and coordination for utility relocation and road improvements within the site required to make the site functional for expansion, if required by Owner.

13. Architect shall, as part of the development of Division 1 of the Specifications, coordinate with Owner and assist the Manager to prepare a Project Procedures Manual outlining all procedures to be followed for the processing, 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/Manager 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 procedures 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.
14. 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.
15. 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.

16. The Architect shall provide final selection and obtain approval, by Owner, of colors and materials.
17. The Architect shall provide presentation services for presentations of Construction Documents for final approval, by Owner, prior to bidding.

#### H. BIDDING PHASE

1. The Architect, in cooperation with the Manager, 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. Assist Manager in 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 and evaluating substitution requests and issuing bid document addenda.



2. Architect shall prepare, with Manager's assistance, all bid packages including alternates if required, General Conditions, Instructions to Bidders, bidding forms and other similar documents. Owner shall advertise, issue addenda, and print and distribute plans and specifications for bid.
3. Architect shall assist in Owner's and Manager's review and analysis of low bid 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 require revision 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," as contained in Construction Documents and accepted by Owner by more than 5 (five) percent, Architect shall, at Architect's expense, redraw and revise the plans and specifications, if so directed by Owner, so that a responsible bid within said "Approved Design Budget" may be obtained either by formal re-bidding or negotiation.

## I. CONSTRUCTION PHASE:

### ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1. The Construction Phase will commence with the award of the first contract for construction and, together with Architect's obligation to provide Basic Services under this Agreement, 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. However, if Construction Documents are completed as scheduled, and neither date above described has occurred by September 30, 1990, and if extension of the Project occurs through no fault of the Architect, the Architect's obligation will terminate December 31, 1990.
2. Architect shall meet with, advise, and consult with the Owner, Manager and Contractors 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 contracts as set forth in the General Conditions. Architect shall meet with and advise Owner and Manager as requested to facilitate prompt, economical and satisfactory completion of construction.

4. Instructions by Architect to the Contractors shall be forwarded through the Manager 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 assist Manager in conducting pre-construction and progress meetings at which Owner, Manager, Architect, and the Contractor(s) will discuss jointly such matters as procedure, progress, problems and scheduling.
6. Architect shall inform Owner and Manager 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. Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, for the acts or omissions of the Manager, Trade Contractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
8. Architect shall at all times have access to the work. He shall visit the site as necessary but not less than once a

week during the general contract 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. However, Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. He shall prepare and submit to Owner a written report detailing his 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.

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, Manager or the Contractor. Unless a longer period is agreed to by Owner, Architect shall render written decisions, within ten (10) 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. Interpretations and decisions of Architect shall be provided to Owner within ten (10) working days of Architect's receipt of the requests for information, interpretations or decisions relating to compliance with the intent of the construction documents. When a period of greater than ten (10) working days is required to resolve such matters, Architect shall nonetheless indicate in writing within ten (10) days the effort and time required and shall confer with Owner as relates to the priority of such information. The information provided by Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
11. The Architect shall notify the Owner of any work which does not conform to the Contract Documents and, upon instruction from the Owner, may reject such work on the Owner's behalf.
12. With the Manager, the Architect shall establish and implement procedures for expediting the processing, review and acceptance of shop drawings and samples.
13. 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 Manager or Contractor. All submittals by the Contractor(s) and their return by Architect shall be routed through Manager. 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.

14. 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 so as to not unnecessarily disrupt the orderly progress of the work as represented by the current construction schedule maintained by Contractor. Architect shall provide to Manager a written response on the subject request, with a recommendation for its disposition and the reasons therefor.



15. The Architect shall prepare Drawings, specifications and supporting data and provide other services in connection with a Change Order to the extent that the Change Order is to remedy a deficiency or to clarify the Drawings and Specifications. This additional information shall be issued as a part of a complete reproducible set of Conformed Construction Documents.
16. The Architect shall review the work to determine, in consultation with the Manager, 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, in consultation with the Manager, 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 on his observations and investigation, compile a list of incomplete and unsatisfactory items to be forwarded to the Manager who 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 Documents as assembled by the Contractor.
17. Architect shall review the testing and inspection reports of independent testing agencies, and make written recommendations to Manager as the evaluation of the report data dictates.

18. 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.
19. 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 Manager of appropriate remedial action to be taken by Contractor.
20. 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.
21. The Architect shall advise the Owner and the Manager of changes in applicable codes and regulations that have taken place after the Building Permit is issued as the Architect becomes aware of them.
22. 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.

J. POST-CONSTRUCTION PHASE

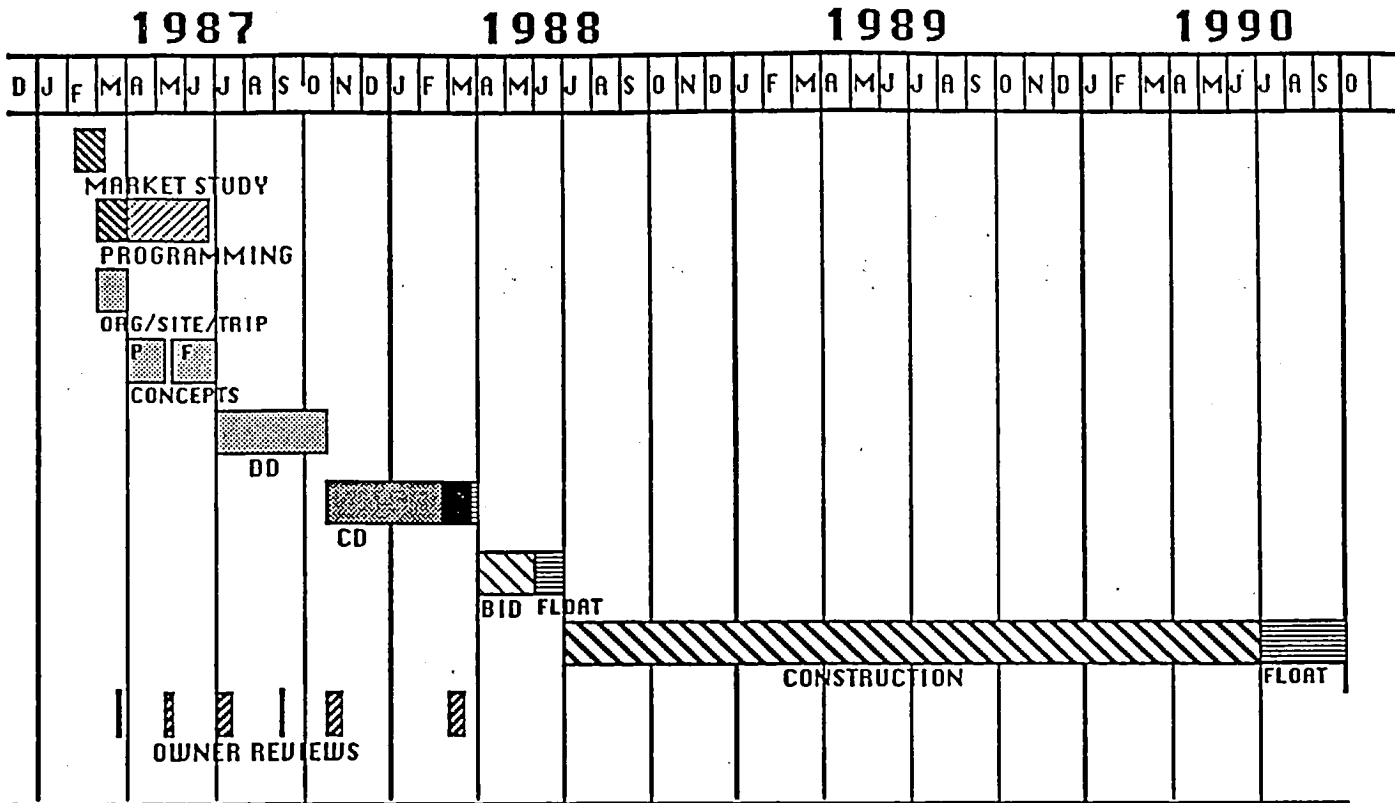
Based on information provided by the Contractor, the Architect shall provide Owner with reproducible full size record (as-built) drawings and/or specifications as may require revision. The final record drawings and specifications shall be delivered to Owner within sixty (60) calendar days after receipt of all necessary written information. An allowance of \$10,000 based on 200 hours of service at \$50 per hour is included for these services in the lump sum price.

6853C/486

02/24/87

## EXHIBIT B

## PRELIMINARY SCHEDULE



## SCHEDULE

2-10-87	to	3-10-87	Market Analysis
3-2-87	to	3-5-87	Organization
3-2-87	to	3-27-87	Preliminary Programming
3-9-87	to	3-20-87	Site Analysis
3-23-87			Presentation of Site Analysis for Owner review, comment and approval
3-30-87	to	4-3-87	Facility Tour
3-30-87	to	6-19-87	Final Programming
4-6-87	to	5-8-87	Preliminary Concepts
5-11-87	to	5-15-87	Presentation of Preliminary Concepts for Owner approval of single concept
5-18-87	to	7-3-87	Schematic Design
7-6-87	to	7-17-87	Presentation of SD to Owner for review, comment and approval to proceed with DD
7-6-87	to	10-23-87	Design Development
9-7-87			Mid-phase presentation to Owner for review, comment and approval
10-26-87	to	11-6-87	Presentation of DD to Owner for review, comment and approval to proceed with CD
10-26-87	to	2-26-88	Construction Documents
2-29-88	to	3-25-88	Final CD Review
2-29-88	to	3-11-88	Owner review and comment on final CD
3-28-88	to	4-1-88	Float
4-4-88	to	4-8-88	Print bidding documents
4-11-88	to	6-3-88	Bidding
6-6-88	to	7-1-88	Float
7-1-88	to	7-1-90	Construction
7-1-90	to	9-1-90	Float

## EXHIBIT C

### COMPENSATION TO ARCHITECT

A. Architect shall be paid by Owner for work and services defined under Exhibit A of this Agreement as provided hereinafter. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to perform the work.

B. Total Cost

The total cost of the services provided under this Agreement during all phases shall not exceed \$3,763,000.

C. Architect's Basic Services Compensation

Architect's Lump Sum Fee for Basic Services shall include all work performed by Architect to fulfill his responsibilities set forth in this Agreement. Compensation for such services shall be as follows:

1. For completion of programming, \$214,000.
2. For completion of Concept/Schematic Documents, \$648,000.
3. For completion of Design Development Documents, \$815,000.

4. For completion of Construction Documents, \$1,278,000.
5. For completion of the Bid Phase, \$84,000.
6. For completion of the Construction Administration Phase, \$714,000.
7. For completion of the Post-Construction Phase, \$10,000.

D. Allowance

Work compensated as allowance items herein shall be authorized in advance by Owner and shall be compensated on an hourly basis as provided.

E. Extra Work

If Owner in writing authorizes the performance of Extra Work Items as described in Exhibit A, Architect shall be compensated in full by payment of direct salary and overhead plus a fee of ten (10) percent of direct salaries and overhead unless the parties agree otherwise.

F. Manner and Time of Payment

1. Payment for Basic Services shall be based on Architect's approved contract design schedule. If actual progress is behind the approved contract design schedule, progress payments may be withheld until progress is consistent with

the scheduled progress. Such payments will be made in one (1) month increments and fractional payments will not be made.

For purposes of contract management, Architect shall prepare for Owner an estimate of manhours anticipated to be expended by phase.

2. Architect shall submit to Owner each month a statement of work performed, manhours expended, and a percentage of the appropriate Phase(s) amount represented by the current request for payment, plus the cumulative total of all payments made to date.
3. Payment on account of Architect's Supplementary Services Extra Work Items and Reimbursable Expenses shall be made monthly upon presentation of Architect's statement of expenses, together with supporting documentation, as reasonably required by Owner.
4. Should Owner question any portion of the statement, Owner shall immediately notify Architect in writing of the amount in question and the reason therefor. The unquestioned portion of the statement will be paid promptly.
5. Upon final payment of each phase, as indicated in Paragraph C above, the Architect shall notify Owner of any and all claims for extra services to date prior to start



of the next phase.

6. The Architect shall certify the accuracy of its own and all subconsultants' invoices.
7. Owner agrees to pay the unquestioned amount invoiced in full within thirty (30) days after receipt of an acceptable invoice.
8. Owner reserves and shall have the right to terminate any and all of the services set forth in this Agreement as provided in Article VI, B. Termination.
9. Architect agrees to accept payments by Owner in full and complete satisfaction for all services rendered under the terms of this Agreement.

SB/gl

6853C/486-4

02/24/87

## EXHIBIT D

### EXTRA WORK ITEMS

The following Services are not included in Basic Services unless so identified. They shall be provided if authorized in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

1. Services related to environmental impact statements or studies.
2. Services related to the discovery or removal of hazardous substances.
3. Providing Detailed Estimates of Construction Cost, in formats other than the Architect's standard estimating format which must be approved by Owner prior to contract initiation.
4. Making revisions in Drawings, Specifications or other design documents when such revisions are inconsistent with written approvals or documented instructions previously given, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of construction documents or are due to other causes not solely within the control of the Architect, except as otherwise provided in this Agreement.
5. Providing consultation concerning replacement of any Work

damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

6. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
7. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation except as required in Section I. 20 of Exhibit A.
8. Preparing to serve or serving as an "expert witness" (as distinguished from a factual witness) in connection with any process approval, arbitration proceeding or legal proceeding except as a witness in the Architect's own defense.
9. Providing a survey of the conditions within the property lines of the individual blocks that will be acquired for the project site.
10. Providing services relating to the solicitations for and selection of vendors who will provide various operating services following completion of construction.

11. Full-time on-site representation during any phase of the construction.
12. Design and specification of street work related to street or highway relocations, widenings or improvements except for the sidewalks and curbs immediately adjacent to the site and modifications to the adjacent streets necessitated by work on these sidewalks and curbs.
13. Full-time services of the project architect during the construction phase beyond those provided in Basic Services. Basic Services include shop drawing review, attendance at working site meetings and two days per week allowance for office activities.
14. Participation on the 1% for Art selection committee and collaboration with the selected artists to integrate and accommodate their artwork in the final contract documents.
15. On-site acoustical testing to determine ambient noise and vibration levels resulting from adjacent environmental sources.
16. Feasibility studies for and providing designs and specifications for the telecommunications switch gear, cabling and instruments. However, basic design coordination for conduit placement and space allocation shall be rendered as part of Basic Services.
17. In Post-Construction, reviewing work performed pursuant to

Contractor's warranties and guarantees, reviewing remedial steps identified in evaluation reports, and making written recommendations to Owner respecting such work.

6853C/486

02/24/87

ADDENDA TO AGREEMENT WITH  
ZIMMER GUNSUL FRASCA PARTNERSHIP  
FOR DESIGN SERVICES FOR OREGON CONVENTION CENTER

Additions are underlined. Deletions are shown in brackets [ ].

AGREEMENT

Page 4	4th line	"Principal-in-Charge/Project Manager, <u>ZGF</u> "
	5th line	"Principal Designer, <u>ZGF</u> "
Page 6	K	"Architect will endeavor to perform all of its services <u>through the Construction</u> <u>Documents Phase</u> in accordance with Exhibit B."
Page 10	E	" <u>These reports shall be reviewed and commented</u> <u>upon by Architect.</u> "
Page 12	last line	[The coverage provided by this policy(ies) shall be primary and any other insurance carried by Owner or Manager is excess]
Page 13	top line	
Page 13	D 5th line	"...property damage arising out of Architect's <u>negligent</u> acts, omissions..."
Page 13	D 2nd ¶ 4th line	"...pursuant to this Agreement. [All policies] <u>Architect</u> will provide for not..."
Page 14	E 2nd line	"...Architect will <u>not</u> be liable for any consequential damages..."
Page 21	3rd line	"...document it agrees to <u>release</u> , defend and indemnify Architect..."
	9th line	"...disputed amount, but will continue to be obligated to <u>release</u> , defend..."

#### EXHIBIT A

Page 11 4th line "...[Schematic] Design budget for approval by the Owner..."

Page 26 9, 6th line "...request of Owner [, Manager or the Contractor]. Unless a ..."

Page 27 11, 13, 2nd line "The Architect shall notify the Owner of any work he observes..."

"...review and [note any exceptions or errors] approve, or take other ..."

#### EXHIBIT C

Page 2 E, 3rd line "in full by payment of reimbursables, direct salary and overhead plus a fee of ..."

5th line "...parties agree otherwise. Reimbursables shall be compensated at cost."

Page 3 3 1st line "Payment on account of Architect's [Supplementary Services] Extra Work Items [and Reimbursable Expenses] shall be made..."

#### EXHIBIT D

Page 1 1st line "The following services are the only ones not included in Basic Services unless so..."

Page 3 13, 4th line "...working site meetings and [two days per week allowance] for office activities."

Page 4 additions "18. Preparation of special written or graphic material for public information meetings other than that prepared under Basic Services.

"19. Preparation of a detailed display model of the final design suitable for marketing and display.

"20. Design work related to satellite or microwave transmission of audio or video signals.





**METRO**

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

# Memorandum

Agenda Item No. 8

Date: February 19, 1987

Meeting Date Feb. 26, 1987

To: Metro Council  
Interested Parties

From: Marie Nelson, Clerk of the Council

Regarding: Agenda Item 8  
Sublease with Turner Construction Co.

The staff report for this item will be delivered to Councilors prior to the meeting. Other parties interested in obtaining a copy of the staff report should contact Judy Munro (221-1646, ext. 182) after 3:00 p.m. on Monday, February 23.

*Considered by 2/26/87 Mgt.  
Committee because it  
was under \$50,000.*



**METRO**

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

# Memorandum

Date: February 23, 1987

To: Metro Councilors  
Executive Officer  
Interested Staff

From: Marie Nelson, Clerk of the Council

Regarding: Council Agenda Item 8  
Consideration of Order No. 87-13  
Sublease of Office Space to Turner Construction Company

Please be advised the above agenda item will be considered by the COUNCIL MANAGEMENT COMMITTEE at 3:00 p.m., Thursday, February 26, 1987. The item was listed on the February 26 Council agenda but because the sublease is under \$50,000.00, it must be approved by the Management Committee.

CONSIDERATION OF ORDER NO. 87-13 AUTHORIZING THE  
EXECUTIVE OFFICER TO ENTER INTO A LEASE AGREEMENT  
WITH TURNER CONSTRUCTION COMPANY FOR SPACE AT  
2000 S.W. FIRST AVENUE, PORTLAND, OREGON

---

Date: February 17, 1987

Presented by: Judy Munro

FACTUAL BACKGROUND AND ANALYSIS

The purpose of this staff report is to present to the Council a proposed sublease for approval. The proposed sublessee is Turner Construction Company, Construction Managers for the Convention Center Project.

Highlights of the sublease are as follows:

1. \$9.30 sq. ft. lease cost until June 30, 1987.  
11.30 sq. ft. July 1, 1987, until termination;
2. 16 month lease with month-to-month option;
3. Leasehold improvements up to \$2,506.75;
4. 792 sq. ft. (including load factor) on the north side of the first floor;
5. Occupancy March 1, 1987;
6. Up to 1 allocated parking space at a rate of \$47.25 per month or the current rate; and
7. Will share in any increase of operating costs over the lease year by the percentage of this space to the total space or 1.9 percent.

In structuring this sublease proposal, staff has established as a principal criteria the recovery of Metro costs. Exhibit A attached shows a breakdown of Metro costs for subleasing and projected revenue from the sublessee. As indicated in Exhibit A projected revenues cover projected costs.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends the Council adopt Order No. 87-13 and approve the sublease agreement with Turner Construction Company.

JM/gl  
7012C/496-2  
02/20/87

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF DECLARING        )  
CERTAIN PROPERTY SURPLUS AND        )  
AUTHORIZING THE EXECUTION OF A     )  
SUBLEASE                                )

ORDER NO. 87-13

WHEREAS, The Metropolitan Service District has leased the building at 2000 S.W. First Avenue, Portland, Oregon, for ten (10) years; and

WHEREAS, Pursuant to ORS 271.310(3) it has been determined that 20,000 square feet is not immediately needed for public use; and

WHEREAS, Pursuant to ORS 271.360 a sublease has been proposed with Turner Construction Company for 792 square feet, the financial terms of which are attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Provision #4 of the proposed sublease provides for the payment of taxes as part of the rental rate; now, therefore,

IT IS HEREBY ORDERED:

1. That surplus property is declared to exist at 2000 S. W. First Avenue, Portland, Oregon.
2. That the Executive Officer is authorized to execute the attached contract with Turner Construction Company for sublease of surplus property.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

Richard Waker, Presiding Officer

EXHIBIT A

ACTUAL METRO INCOME

\$9.30/sq. ft. x 792 sq. ft. ÷ 12 months

= \$613.80/month x 4 months (net) = \$2,455.20

\$11,404.80

\$11.30/sq. ft. x 792 sq. ft. ÷ 12

x 745.80/month x 12 = 8,949.60

Parking 1 space x 47.25/m x 16 months (gross)

\$ 756.00

REVENUE TO METRO

\$12,160.80

ACTUAL METRO EXPENSES (Expressed in Square Feet)

Buildout \$2,506.75 to be paid upon occupancy

March - June 30/87

July 1/87

Lease \$5.50

Lease \$5.50

Op. Costs 3.80

Op. Costs 3.80

Taxes

Taxes 2.00

Broker

Buildout

\$9.30

\$11.30

TOTAL EXPENSES

\$11,404.80

NET REVENUE TO METRO

\$ 756.00

7012C/496



CONSIDERATION OF RESOLUTION NO. 87-736 FOR THE  
PURPOSE OF PROVIDING FOR THE ASSESSMENT OF DUES  
TO LOCAL GOVERNMENTS FOR FY 1987-88

---

Date: February 26, 1987

Presented by: Richard Brandman

FACTUAL BACKGROUND AND ANALYSIS

Assessment Authorization and Procedure

ORS 268.513 authorizes the Council to:

"charge the cities and counties within the  
district for the services and activities  
carried out under ORS 268.380 and 268.390."

If the Council determines that it is necessary to charge these local governments, it must determine the total amount to be charged and assess each city and county on a population basis. The population of the county cannot include the population of any city within that county. The Council's assessment cannot exceed \$.51 per capita per year. The Council has the ability to determine the population of each city and county.

In making the assessment, the Council is required to notify each city and county of its intent to assess and the amount of the assessment at least 120 days before the beginning of the fiscal year for which the charge will be made. The Council must make the notification for the FY 1987-88 assessment prior to March 3, 1987. Assessments charged to cities and counties are mandatory and they must pay them before October 1, 1987.

A copy of ORS 268.513 is attached as Exhibit A.

Metro Ordinance No. 84-180 established a local officials advisory committee for the purpose of recommending an Intergovernmental Resource Center work program and related dues level. This advisory committee has met to review the related material and formulate a recommendation. Their recommended dues assessment is \$.51 per capita. Tri-Met and the Port of Portland are assessed at .125 of this rate.

Proposed FY 1987-88 Assessment

Exhibit B attached shows the proposed assessments for FY 1987-88.

The proposed assessments are based upon the latest certified population figures from the Center for Population Research and Census at Portland State University. Each county's unincorporated population estimate is based upon data provided by the Center for Population Research using a formula devised by Metro staff.

COMMITTEE CONSIDERATION AND RECOMMENDATION

On February 23, 1987, the Intergovernmental Resource Center Advisory Committee recommended Council adoption of a FY 1987-88 Local Government Dues Assessment of \$.51 per capita.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 87-736.

RB/sm  
6935C/491-2  
02/19/87



BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF PROVIDING FOR	)	RESOLUTION NO. 87-736
THE ASSESSMENT OF DUES TO LOCAL	)	
GOVERNMENTS FOR FY 1987-88	)	Introduced by the
	)	Executive Officer

WHEREAS, ORS 268.513 authorizes the Council of the  
Metropolitan Service District (Metro) to:

"charge the cities and counties within  
the District for the services and  
activities carried out under ORS 268.380  
and 268.390."; and

WHEREAS, Metro Ordinance No. 84-180 requires that the Metro  
Council seek the advice of local government officials regarding dues  
level through the Intergovernmental Resource Committee and this  
condition has been fulfilled; now, therefore,

BE IT RESOLVED,

1. That the Metro Council hereby establishes local govern-  
ment dues assessments within the District in the amount of \$.51 per  
capita for FY 1987-88.

2. That notification of the assessment be sent to all  
cities and counties within the District prior to March 3, 1987.

ADOPTED by the Council of the Metropolitan Service District  
this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

Richard Waker, Presiding Officer

RB/sm  
6935C/491-2  
02/19/87

## EXHIBIT A

**268.513 Service charge for planning functions of district.** (1) The council shall consult with the advisory committee appointed under ORS 268.170 before determining whether it is necessary to charge the cities and counties within the district for the services and activities carried out under ORS 268.380 and 268.390. If the council determines that it is necessary to charge cities and counties within the district for any fiscal year, it shall determine the total amount to be charged and shall assess each city and county with the portion of the total amount as the population of the portion of the city or county within the district bears to the total population of the district provided, however, that the service charge shall not exceed the rate of 51 cents per capita per year. For the purposes of this subsection the population of a county does not include the population of any city situated within the boundaries of that county. The population of each city and county shall be determined in the manner prescribed by the council.

(2) The council shall notify each city and county of its intent to assess and the amount it proposes to assess each city and county at least 120 days before the beginning of the fiscal year for which the charge will be made.

(3) The decision of the council to charge the cities and counties within the district, and the amount of the charge upon each, shall be binding upon those cities and counties. Cities and counties shall pay their charge on or before October 1 of the fiscal year for which the charge has been made.

(4) When the council determines that it is necessary to impose the service charges authorized under subsection (1) of this section for any fiscal year, each mass transit district organized under ORS chapter 267 and port located wholly or partly within the district shall also pay a service charge to the district for that fiscal year for the services and activities carried out under ORS 268.380 and 268.390. The charge for a mass transit district or port shall be the amount obtained by applying, for the population of the mass transit district or port within the boundaries of the district, a per capita charge that is 12-1/2 percent of the per capita rate established for cities and counties for the same fiscal year.

Subsections (2) and (3) of this section apply to charges assessed under this subsection.

(5) This section shall not apply to a fiscal year that ends later than June 30, 1989. [1977 c.665 §16; 1979 c.804 §10; 1981 c.353 §5; 1985 c.210 §1]

## EXHIBIT B

PROPOSED LOCAL GOVERNMENT DUES<sup>1</sup>

UNIT	Pop. Est. <sup>1</sup> 1986	Proposed Dues FY 1987-88 at \$0.51/per capita
Clackamas Co. (unincorp.)	87,453	\$ 44,601.03
Gladstone	9,570	4,880.70
Happy Valley	1,470	749.70
Johnson City	380	193.80
Lake Oswego	26,035	13,277.85
Milwaukie	17,685	9,019.35
Oregon City	14,360	7,323.60
Rivergrove	310	158.10
West Linn	13,130	6,696.30
Wilsonville	4,180	2,131.80
Multnomah Co. (unincorp.)	108,358	55,262.58
Fairview	1,895	966.45
Gresham	42,715	21,784.65
Maywood Park	835	425.85
Portland	398,160	203,061.60
Troutdale	7,095	3,618.45
Wood Village	2,605	1,328.55
Washington Co. (unincorp.)	125,352	63,929.52
Beaverton	35,025	17,862.75
Cornelius	5,075	2,588.25
Durham	785	400.35
Forest Grove	11,930	6,084.30
Hillsboro	30,520	15,565.20
King City	1,965	1,002.15
Sherwood	2,880	1,468.80
Tigard	20,765	10,590.15
Tualatin	10,625	5,418.75
LOCAL GOVERNMENT ASSESSMENT	981,158	\$500,390.58
Port of Portland		62,548.82
Tri-Met		62,548.82
TOTAL PROPOSED ASSESSMENT		<u>\$625,488.23</u>

<sup>1</sup> Population estimate based upon July 1, 1986, certified estimates of population for Oregon cities and counties prepared by the Center for Population Research and Census, Portland State University.



CONSIDERATION OF A CONTRACT  
WITH BISHOP CONTRACTORS, INC.  
TO CONSTRUCT THE AFRICA BUSH EXHIBIT  
PHASES I & II

---

February 10, 1987

Presented by: A. M. Rich  
and Robert J. Porter

FACTUAL BACKGROUND AND ANALYSIS

On July 31, 1986 two bids were received for the Africa Bush project. The low bid, at \$7,355,100, was \$775,000 over budget and the second bid was \$714,100 more than the low bid. Because there were only two bids received and the variance between them was considerable and because the bids exceeded the budget as much as they did, it was determined to reject the bids, enter into redesign and to bid the project again.

After extensive redesign the project was advertised again on December 23, 1986 in Portland Business Today and The Skanner. Two pre-bid conferences were held - one on January 8, 1987 and a second on January 22, 1987. Considerable time was spent by the Zoo Construction Manager showing contractors and subcontractors the site and the architects were always available to discuss the drawings and specifications.

On February 5, 1987 at 8:00 p.m. four bids were received at a public opening. These bids are detailed on the attached Comparison Sheet (Attachment 1). Immediately prior to opening the bids a Basis of Award Summary was issued to those present at the bid opening (Attachment 2).

The Basis of Award detailed eight progressive steps for determining the low bidder starting with the lump sum and all alternatives and ending with the lump sum only. The alternates were prioritized before the bid opening to eliminate any potential bias in the selection of the low bidder based on the selection of alternates.

Bishop Contractors, Inc., with a lump sum bid of \$6,357,000 is the apparent low bidder and remains so based on the announced method of selected alternates. We understand they have met the good faith effort for meeting the DBE and WBE goals of Metro with the probable result of meeting the goals.

Staff therefore recommends that the Executive Officer be authorized to execute a construction contract with Bishop Contractors, Inc. for the sum of \$6,480,000. This includes the lump sum project plus alternates three (3), six (6) and two (2).

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of the contract with Bishop Contractors, Inc. for the sum of \$6,480,000.

**BASIS FOR AWARD OF BID FOR  
AFRICA BUSH PROJECT**

Bid will be recommended for award on the following basis if within the budget.

- \_\_\_\_\_ 1. Lump sum plus all alternates
- \_\_\_\_\_ 2. Lump sum plus alternates 1, 2, 3, 4, 4a and 6
- \_\_\_\_\_ 3. Lump sum plus alternates 1, 2, 3, 4 and 6
- \_\_\_\_\_ 4. Lump sum plus alternates 1, 2, 3, and 6
- \_\_\_\_\_ 5. Lump sum plus alternates 2, 3 and 6
- \_\_\_\_\_ 6. Lump sum plus alternates 3 and 6
- \_\_\_\_\_ 7. Lump sum plus alternate 3
- \_\_\_\_\_ 8. Lump sum

Bid Comparison Sheet				
AFRICA BUSH PHASES I & II				
Bids Due 2/5/87 8:00 p.m.				
	KERKHOFF	KOLL	EMERICK	BISHOP
Rec'd Addendum 1	yes	yes	yes	yes
Rec'd Addendum 2	yes	yes	yes	yes
Bid Bond	yes	yes	yes	yes
DBE %	4%	15.6%	10%	
WBE%	1%	3%	3%	
Allowance A-1				
gunite	\$580,000.00	\$580,000.00	\$580,000.00	\$580,000.00
Allowance A-2				
overhead/profit	\$60,000.00	\$29,000.00	\$18,000.00	\$29,000.00
Allowance B-1				
interpretives	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Allowance B-2				
overhead/profit	\$30,000.00	\$10,000.00	\$6,000.00	\$10,000.00
Allowance C-paving				
200 tons asphalt	\$8,800.00	\$9,200.00	\$9,000.00	\$10,000.00
1 ton asphalt	\$44.00	\$46.00	\$45.00	\$50.00
400 cy base rock	\$3,880.00	\$6,000.00	\$4,000.00	\$6,000.00
1cy base rock	\$9.70	\$15.00	\$10.00	\$15.00
400 cy demo.	\$3,300.00	\$2,380.00	\$2,400.00	\$6,000.00
1 cy demolition	\$8.25	\$5.95	\$6.00	\$15.00
500 cy excav.	\$9,625.00	\$9,000.00	\$9,000.00	\$10,000.00
1 cy excav.	\$19.25	\$18.00	\$18.00	\$20.00
Total Allowance C	\$25,605.00	\$26,580.00	\$24,400.00	\$32,000.00
Base Bid	\$7,101,378.00	\$5,840,000.00	\$5,569,000.00	\$5,506,000.00
Lump Sum				
(Base + All Allow.)	\$7,996,983.00	\$6,685,580.00	\$6,397,400.00	\$6,357,000.00
Alternate No. 1	\$121,500.00	\$128,000.00	\$115,000.00	\$85,000.00
Elephant Plaza				
Alternate No. 2	\$113,200.00	\$143,000.00	\$103,000.00	\$102,000.00
Upper restrooms				
Alternate No. 3	\$17,090.00	\$16,000.00	\$15,800.00	\$15,400.00
Kitchen equipment				
Alternate No. 4	\$43,750.00	\$46,000.00	\$42,500.00	\$50,000.00
Metal hut roof				
Alternate No. 4a	\$13,250.00	\$13,800.00	\$13,000.00	\$11,000.00
Restroom metal roof				
Alternate No. 5	\$1,980.00	\$600.00	\$2,200.00	\$3,000.00
Special tile				
Alternate No. 6	\$3,960.00	\$12,500.00	\$3,850.00	\$5,600.00
Tree transplant				
BASIS OF AWARD				
*1 Lump sum + all alternates	\$8,311,713.00	\$7,045,480.00	\$6,692,750.00	\$6,629,000.00
*2 Lump + 1 2 3 4 4a and 6	\$8,309,733.00	\$7,044,880.00	\$6,690,550.00	\$6,626,000.00
*3 Lump + 1 2 3 4 and 6	\$8,296,483.00	\$7,031,080.00	\$6,677,550.00	\$6,615,000.00
*4 Lump + 1 2 3 and 6	\$8,252,733.00	\$6,985,080.00	\$6,635,050.00	\$6,565,000.00
*5 Lump + 2 3 and 6	\$8,131,233.00	\$6,857,080.00	\$6,520,050.00	\$6,480,000.00
*6 Lump + 3 and 6	\$8,018,033.00	\$6,714,080.00	\$6,417,050.00	\$6,378,000.00
*7 Lump + 3	\$8,014,073.00	\$6,701,580.00	\$6,413,200.00	\$6,372,400.00
*8 Lump sum	\$7,996,983.00	\$6,685,580.00	\$6,397,400.00	\$6,357,000.00



Testimony of Rick Lewis  
February 26, 1987

RECEIVED MAR 9 1987  
*amm*

My name is Rick Lewis. I worked at The Clackamas Transfer and Recycling Center for over three years. I quit last month after longstanding disagreements with my boss. In spite of those disagreements, there are some things I think the Metro Citizens Board should be aware of.

There are serious problems at the Center. I've seen a dumpster that had PCB's in it hosed out right into the drains at the Center. The drains lead to the duck pond next door. The PCB spill last year, when transformers were incorrectly disposed of there, was considered a big deal, but there is still PCB's leaving the Center, some of them going to the Marian County Garbage Burner. I understand that the burning of PCB's makes them more toxic, and they go right into the air from the stacks. Further, I've observed PCB's in the form of electrical components being thrown in the pit. I've thrown them in myself.

The dust suppression system, the sprinklers over the garbage are not supposed to be run for over 30 seconds at a time which makes them almost useless. A MINIMUM of two minutes would be needed to knock down the dust. On Monday, November 10th, an air quality test was taken. Three other employees told me that they ran the sprinklers more than they had ever seen them run in one day. They say it is the water bill they are concerned about, but it is because of the increase in the weight in the garbage which METRO has to pay by weight for garbage hauled out of there.

The recycling is all voluntary by the public. There is none done by the commercial haulers. We throw cardboard into the pit by the ton, because there is no way we can handle all that is dropped off. METRO has no concern for the Center's function, only its appearance. Recycling can be done in a much more efficient and useful manner if METRO would seriously recycle. A regular cardboard baler would take care of the cardboard and pay for itself in a short time.

The facility was originally licensed to handle 400 tons a day, and it is licensed for 800 tons now, I think, but on Mondays and Fridays, there are probably 1,000 to 1,200 tons a day that go through there. And they play with the figures on this by averaging the weights of the weekend that usually aren't so high because commercial trucks run light on the weekends.

Safety for the people that work there isn't given much concern. The safety of spotters and operators exist only on paper. The only time protective gear must be worn is when insurance people are coming in the center. An example of unsafe practices was when a forklift, which is an important well-used piece of equipment, lost traction in some light oil and slammed into a car awhile back because the tires had almost no tread on them. The tires still haven't been replaced. The accident probably wouldn't have happened if it had had decent tires. That forklift also doesn't have a horn or lights. It is a danger to the public. When it is brought up in the monthly "safety" meetings, we are told that all companies run equipment like that.

I inhaled chlorine gas in November, and they acted as though I was to blame, although I had no training in dealing with chemicals.

These are examples of just some of the safety hazards and environmental concerns that exist at the Clackamas Transfer and Recycling Center. After three years of experiencing working at that facility, I firmly believe that METRO is not capable of managing the solid waste problem of the region, either environmentally or economically.

Respectfully submitted,

Rick Lewis

TRANSCRIPT  
Metro Council Meeting: February 26, 1987

Testimony of Rick Lewis

Waker: I have a card from Mr. Rick Lewis who wishes to address the Council about the safety and function of CTRC (Clackamas Transfer & Recycling Center). Would you please come forward.

Lewis: My name is Rick Lewis and I worked for Clackamas Transfer & Recycling for over three years. I quit last month after a long-standing disagreement with my boss. There are some things that the Metro Council -- that the Metro Citizen's Board -- should be aware of. There are serious problems at the center. I have seen dumpsters that had PCB's in them disposed of right in the drains at the Center. The drains lead into the duck pond next door.

The PCB last year when the transformers were incorrectly disposed of was considered a big deal. But there are still PCB's leaving the place, some of them going right to Marion County garbage burner. I understand that burning PCB's -- I became familiar with PCB's after this happened. A PCB is a fairly inert material itself but when it reaches a certain temperature -- a very high temperature -- in a garbage burner, it can chemically break it down into three forms of very carcinogenic dioxins. Further, I observed PCB's in the form of electronic components being thrown in the pit. I've thrown them in myself.

The dust suppression system -- the sprinklers over the garbage -- are not supposed to be running over 30 seconds at a time which makes them almost useless. A minimum of two minutes would be needed to knock down the dust. On Monday, November 10, 1986, an air quality test was taken. That was my day off. Three employers (sic) told me that they ran the sprinkler systems more that day than they'd ever seen them run in one day. They say it's the water bill they're concerned about but it is because of the increase in the weight of the garbage which Metro has to pay by weight for the garbage to be hauled out of there.

The recycling is voluntary by the public. There is none done by commercial haulers. We throw cardboard into the pit by the ton because there is no way we can handle it all. The cardboard that comes into the Center. Metro has no concern for the Center's function, only its appearance. If recycling was done in an efficient and useful manner, Metro could seriously recycle. A regular cardboard bailer would take care of the cardboard and pay for itself in a very short period of time.

The facility was originally licensed for 400 tons per day and is now licensed for 1,800 I think. Don't quote me on those figures. But on Monday and Friday there is probably a 1,000 to 1,200 tons per day that goes through there. And these figures are played with by averaging out the weights of the weekend that usually aren't so high because commercials run very light on the weekend.

Safety for the people that work there isn't given much concern. Safety for spotters and operators is only on paper. The only time protective gear must be worn is when insurance people are coming into the center. An example of unsafe practices is when the fork lift -- an important, well-used piece of equipment, lost traction in some light oil and slammed into a car a while back because the tires had almost no tread on it. I was in there last Saturday night specifically to look at the tread on the fork lift: same tires. The tires still haven't been replaced. The accident probably would not have happened if it had had decent tires. The fork lift doesn't have horn, lights, it is dangerous to the public. When it is brought up at the monthly safety meetings, we're told, "all companies run equipment like that," by my x-employer right here.

I inhaled chlorine gas in November and acted as if it were my fault although I had no dealing -- no training -- with chemicals until that time -- until the incident took place.

These are just examples of some of the safety hazards and environmental concerns that exist at Clackamas Transfer & Recycling Center. After three years of experience working at that facility, I firmly believe that Metro is not capable of managing -- environmentally or economically -- the solid waste problems of the region. Thank you.

Waker: Did you have a recommendation to make?

Lewis: There are solutions to the problem. And the solution to the problem would be a low maintenance recycling center. I was there when the engineers were there and they were astounded at the volume of recyclables that went through there that were lost. I have not seen that report but the engineers said they could not believe the resources that went through that facility.

Waker: Are you intending to submit your written materials so we can . . .

Lewis: This is a loose copy. I'm going to send a copy of it to The Oregonian after I have it . . .

Waker: So we can get a copy of it from The Oregonian?

Lewis: Yes.

Waker: Thanks. Does the Council have any questions? Councilor Hansen?

Hansen: You were working for the contractor involved, not Metro?

Lewis: Yes. It's now Wastech. It was Genstar.

Hansen: In the three years that you were employed, did you make any attempt to pass these recommendations along to Metro?

Lewis: Through Eric Dutson, Norm Wietting, Jim Shoemake -- communications were made. We have been told not to . . . we're paid to go out and do what we do. And that's what I did for three years.

Hansen: What I'm asking you is did you attempt to communicate these concerns?

Lewis: Yes. That's what I said. In safety meetings there were many attempts, not only by me but by other laborers.

Hansen: To Metro or to the contractor?

Lewis: To the contractor and to Metro. Jim Shoemake was aware of the problems. He knows what goes on. Norm Wietting did. Eric Dutson did.

Waker: Thank you. We'll look forward to getting a list of issues.

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7070C/313-1  
02/27/87

*distributed to: Dick Waker  
Kenna Casma via Chuck Staudt  
Vickie Rocker  
Jim Shoemake.*

TRANSCRIPT  
Metro Council Meeting: February 26, 1987

Testimony of Rick Lewis

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