



METRO

Agenda

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

Meeting: **METRO COUNCIL**
Date: **August 23, 1990**
Day: **Thursday**
Time: **5:30 p.m.**
Place: **Council Chamber**

Approx.
Time*

Presented By

5:30 p.m. **CALL TO ORDER/ROLL CALL**

1. **INTRODUCTIONS**
2. **CITIZEN COMMUNICATIONS TO COUNCIL ON NON-AGENDA ITEMS**
3. **EXECUTIVE OFFICER COMMUNICATIONS**

3.1 **1993 NARC Annual Conference**

5:40
(5 min.) **4. CONSENT AGENDA**

- 4.1 **Minutes of April 26 and May 5, 1990 (Action Requested: Motion to Approve the Minutes)**

REFERRED FROM CONVENTION AND VISITOR FACILITIES COMMITTEE

- 4.2 **Resolution No. 90-1309, Inviting the National Association of Regional Councils to Hold its 1993 Annual Conference in Portland and Having the Metropolitan Service District be the Host Agency (Action Requested: Motion to Adopt the Resolution)**

REFERRED FROM SOLID WASTE COMMITTEE

- 4.3 **Resolution No. 90-1305, For the Purpose of Approving an Intergovernmental Agreement with the City of Gresham to Purchase, Distribute and Promote Curbside Recycling Containers (Action Requested: Motion to Adopt the Resolution)**

5. ORDINANCES, FIRST READING

- 5:45
(5 min.) **5.1 Ordinance No. 90-359, For the Purpose of Amending the Regional Solid Waste Management Plan to Incorporate the Plan Development and Amendment Chapter (Referred to Solid Waste Committee)**

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

5. ORDINANCES, FIRST READING

- 5.2 Ordinance No. 90-360, Amending Ordinance No. 90-340A**
Revising the FY 1990-91 Budget and Appropriations
Schedule Adding One Full Time Associate Management
Analyst in the Personnel Division (Referred to Finance
Committee)

6. ORDINANCES, SECOND READINGS

REFERRED FROM FINANCE COMMITTEE

- 5:50
(10 min.) **6.1 Ordinance No. 90-350, Amending Metro Code** Van Bergen
Section 5.02.060 to Update the Credit
Policy Requested: Motion to Adopt the
Ordinance)

REFERRED FROM THE INTERGOVERNMENTAL RELATIONS COMMITTEE

- 6:00
(10 min.) **6.2 Ordinance No. 90-347, Amending Metro Code** Devlin
Chapter 2.08, Office of General Counsel (Action
Requested: Motion to Adopt the Ordinance)

7. ORDERS

- 6:10
(10 min.) **7.1 Order No. 90-22, In the Matter of Contested** Little
Case Hearing on the Application of the
Rose City Plating, Inc. District
Relocation Claim

8. RESOLUTIONS

REFERRED FROM THE FINANCE COMMITTEE

- 6:20
(5 min.) **8.1 Resolution No. 90-1312, For the Purpose of** Van Bergen
Amending the Contract with KPMG Peat
Marwick for the FY 1990-91 Performance
Audit (Action Requested: Motion to
Adopt the Resolution)

- 6:50 **9. EXECUTIVE SESSION: Held under the Authority of ORS** Cooper
(10 min.) 192.660(1)(h) for the Purpose of Discussing
Convention Center Pending Litigation (No Action
Requested; Information Only)

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

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7:00 10. COUNCILOR COMMUNICATIONS & COMMITTEE REPORTS

10.1	Tri-Met Merger	Gardner
10.2	Zoo Committee Report	McFarland
10.3	Council Retreat (September 8)	Collier

7:20 ADJOURN

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

MINUTES OF THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

April 26, 1990
Regular Meeting

Councilors Present: Tanya Collier (Presiding Officer), Gary Hansen (Deputy Presiding Officer), Roger Buchanan, Tom DeJardin, Richard Devlin, Jim Gardner, David Knowles, Ruth McFarland, Mike Ragsdale and George Van Bergen

Councilors Absent: Lawrence Bauer and Judy Wyers

Presiding Officer Collier called the meeting to order at 5:30 p.m.

1. INTRODUCTIONS

None.

2. CITIZEN COMMUNICATIONS TO COUNCIL ON NON-AGENDA ITEMS

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

None.

4. CONSENT AGENDA

The Presiding Officer announced that the following items were on the Consent Agenda for consideration:

- 4.1 Resolution No. 90-1234, Approving the FY 1991 Unified Work Program (UWP)
- 4.2 Resolution No. 90-1235, Certifying that the Portland Metropolitan Area is in Compliance with Federal Transportation Requirements
- 4.3 Resolution No. 90-1244, For the Purpose of Approving a Contract with Grimm's Fuel Company and McFarlane's Bark, Inc. for a Yard Debris Compost Coupon Campaign
- 4.4 Resolution No. 90-1249, Approving the Request for Proposals Documents for Construction of the Research and Propagation Center and Owl Mews at the Metro Washington Park Zoo

Motion: Councilor Ragsdale moved, seconded by Councilor Hansen to adopt the consent agenda.

Vote: The eight councilors present voted in favor of the motion. Councilors Bauer, Knowles, McFarland and Wyers were absent.

The motion carried.

5. ORDINANCES, FIRST READINGS

5.1 Ordinance No. 90-347, For the Purpose of Amending Metro Code Chapter 2.08, Office of General Counsel

The Clerk read the ordinance for a first time by title only. The Presiding Officer announced that the ordinance had been referred to the Intergovernmental Relations Committee for public hearing.

5.2 Ordinance No. 90-345, An Ordinance Adopting a Final Order and Amending the Metro Urban Growth Boundary for Contested Case No. 89-1: Gravett

The Clerk read the ordinance for a first time by title only. The Presiding Officer announced that the Council, in its capacity as a quasi-judicial board would consider the ordinance. She said that the procedure would be to entertain a motion to adopt the ordinance, hold a public hearing and continue consideration at the next meeting.

Motion: Councilor Hansen moved, seconded by Councilor Devlin to adopt Ordinance No. 90-345.

General Counsel Dan Cooper explained that the ordinance was a request for a locational adjustment of the Urban Growth Boundary (UGB) southeast of the City of Gresham. Mr. Cooper advised the Council that their decision must be based solely on the evidence contained in the record. He said that a hearing had been held before a hearings officer, and the hearings officer had recommended approval of the request. Mr. Cooper also stated that no exceptions to the hearings officer's recommendation had been filed.

General Council Cooper described the site as a total of 5.8 acres in two tax lots located immediately south of the Gresham City boundary along the west side of Hogan Road. He said that the existing UGB abutted the site on the north, south and west. He said that the petitioners had requested the UGB be adjusted to include this 5.8 acres and that the City of Gresham supported the petition. Mr. Cooper said that Metro Hearings Officer Chris Thomas in his Report and Recommendation on the matter had concluded that the proposal met all applicable standards and recommended approval. Mr. Cooper said that Hearings Officer Thomas concluded that this amendment to the UGB would result in a

net improvement in the efficiency of public facilities and services, that the amendment would facilitate needed development on adjacent existing urban land, that the amendment would have no impact on regional transit corridor development, that there would be no incompatibility between the likely urban development on the site and existing agricultural activities in proximity to the site, that the proposed UGB would be superior to the existing UGB, and that the petition included all similarly situated contiguous land.

The public hearing was opened and closed. No testimony was offered. The Presiding Officer announced that consideration would be continued on May 10.

6. ORDINANCES, SECOND READINGS

6.1 Ordinance No. 90-343 Amending Ordinance No. 89-294A Revising the FY 1989-90 Budget and Appropriations Schedule for Increased Zoo Operations

The Clerk read the ordinance for a second time by title only. The Presiding Officer announced that the ordinance had been first read before the Council on March 22 and referred to the Zoo and Finance Committees for public hearing. She said that the Zoo Committee held a public hearing on the ordinance on April 5, and the Finance Committee held a public hearing on the ordinance on April 19. She said that both committees had recommended the Council adopt the ordinance.

Councilor Gardner said that the Zoo Committee had unanimously recommended the Council adopt the ordinance. He said that the ordinance would transfer funds from Zoo Operating Contingency to various operating categories. Councilor Gardner explained that due to higher than projected attendance at the Zoo, additional staff, food services and retail services were necessary to accommodate the public. He said that changes in the non-represented pay plan and minimum wage resulted in unanticipated increases in personal services. He also said that additional personal services expenses were incurred because of a retroactive pay increase due to a delinquent evaluation and use of temporary help due to illnesses and jury duty. Councilor Van Bergen said that the Finance Committee had unanimously supported the Zoo Committee's recommendation.

Motion: Councilor Van Bergen moved, seconded by Councilor Gardner to adopt Ordinance No. 90-343.

The public hearing was opened and closed. No testimony was offered.

Vote: A roll call vote was taken resulting in Councilors Buchanan, Collier, Devlin, DeJardin, Gardner, Hansen, Knowles, McFarland, Ragsdale and Van Bergen voting aye. Councilors Bauer and Wyers were absent.

The motion carried.

7. RESOLUTIONS

7.1 Resolution No. 90-1246, For the Purpose of Adopting the Annual Waste Reduction Program for Local Governments and the "Metro Challenge"

Councilor Hansen presented the Solid Waste Committee's report and recommendations. He said that the Committee had voted unanimously on April 17 to recommend the Council adopt the resolution. Councilor Hansen explained that in lieu of a certification program, Metro provided local governments within the District an opportunity to develop their own waste reduction program provided the program complied with the Regional Solid Waste Management Plan.

Additionally, Councilor Hansen said that if Resolution No. 90-1246 were adopted, Metro would be authorized to allocate \$681,000 in grant funds for the "Metro Challenge." Councilor Hansen explained that Metro had issued a challenge to itself and local governments within the District to achieve a goal of a 50 percent recycling rate by 2000. He said that the grant funds would be used to help fund and manage waste reduction programs. Councilor Hansen noted that the grant funds were based on estimates of savings that would be realized by avoiding landfill disposal costs. He said that the grant fund allocation formula was based on population, with the exception that the minimum grant would be \$1,500.

Motion: Councilor Hansen moved, seconded by Councilor Devlin that the Council adopt Resolution No. 90-1246.

Vote: The vote resulted in the ten councilors present voting aye. Councilors Bauer and Wyers were absent.

The motion carried.

7.2 Resolution No. 90-1248, For the Purpose of Adopting a Policy to Require Weighing of All Vehicles at Metro Transfer Facilities

Councilor Hansen said that adoption of Resolution No. 90-1248 would require all vehicles hauling waste to Metro transfer facilities to be weighed to determine disposal costs. Councilor Hansen pointed out that the resolution sought to adopt a policy to be instituted in February, 1991. He said that the flat fee for self-haul vehicles had been deemed inequitable.

Motion: Councilor Hansen moved, seconded by Councilor Buchanan to adopt Resolution No. 90-1248.

In response to questions raised by Councilor Van Bergen, Councilor Hansen said that due to the limited life span of the St. Johns Landfill, it would not be cost effective to retrofit St. Johns with weighing equipment. Councilor Van Bergen pointed out that he felt there were additional policy issues to evaluate in regard to administering the program. He said that those included determining if and how much deposit would be requested upon entering the facility, staffing and money handling. Mr. Martin said that those issues along with others would be addressed at such time a rate ordinance request was submitted to the Council.

Vote: The ten councilors present voted in favor of the motion. Councilors Bauer and Wyers were absent.

The motion carried.

7.3 Resolution No. 90-1251, For the Purpose of Supporting and Approving a Grant Award for KINK Radio/SOLV (Stop Oregon Litter and Vandalism) Clean-Up Day

Councilor Hansen reported that SOLV and KINK radio had approached him soliciting support for a neighborhood and illegal dump site clean-up. He said the clean-up day was scheduled for May 19, and KINK and SOLV expected to mobilize 5,000 to 10,000 volunteers. Councilor Hansen said that the proposal was consistent with Metro policies to acknowledge and promote waste reduction efforts and that the Solid Waste Committee had recommended the Council adopt the resolution.

Motion: Councilor Hansen moved, seconded by Councilor Buchanan to adopt Resolution No. 90-1251.

Councilor McFarland said that she supported the resolution and requested particular assurance that the clean-up day include illegal dump sites and that the dump sites be monitored in the future.

7.4 Resolution No. 90-1231, For the Purpose of Amending Contract with Zimmer Gunsul Frasca Partnership for Additional Services for Oregon Convention Center Project

The Presiding Officer recessed the Council and convened the District's Contract Review Board. Councilor Knowles said that the resolution requested an amendment to an existing contract with Zimmer Gunsul Frasca for additional costs. Councilor Knowles said the major portion of the amendment would fund construction administration costs and that cost savings in other areas such as insurance and the Turner Construction contract would be transferred to the appropriate line items.

Motion: Councilor Knowles moved, seconded by Councilor DeJardin to adopt Resolution No. 90-1231.

Councilor Devlin noted that much of the work contained in the amendment had been completed. He said that he had some concern about retroactively approving the work. The Presiding Officer asked Councilor Knowles to explain why the work had been performed before the amendment had been approved. Councilor Knowles said that it had been anticipated that this would be the last amendment to this contract and that staff had wanted to present the amendments in aggregate. He said that the contractor had anticipated that the contract administration portion of the work would require three staff, and had actually required five staff.

Vote: The nine councilors present voted in favor of the motion. Councilors Bauer, Hansen and Wyers were absent.

The motion carried.

7.5 Resolution No. 90-1239, For the Purpose of Amending Contract No. 900590 with KPMG Peat Marwick for Audit Services Required in the Metro ERC Consolidation Agreement

Councilor Knowles reported that the consolidation agreement between the City of Portland and Metro required Metro to conduct an audit of the ERC facilities and accounts that were to be merged into the Metropolitan Exposition-Recreation Commission.

Motion: Councilor Knowles moved, seconded by Councilor DeJardin to adopt Resolution No. 90-1239.

In response to a question regarding the scope of work for the audit, Councilor Knowles said that the audit would be of cash accounts and accounting procedures and controls. The Presiding Officer requested Councilor Knowles, as chair of the Convention

and Visitor Facilities Committee, to have the Committee review the audit report.

Vote: The nine councilors present voted in favor of the motion. Councilors Bauer, Hansen and Wyers were absent.

The motion carried.

The Presiding Officer recessed the Contract Review Board and reconvened the Council.

7.6 Resolution No. 90-1256, For the Purpose of Endorsing Ballot Measure #1

Motion: Councilor Ragsdale moved, seconded by Councilor Gardner to suspend the Council's rules requiring resolutions introduced at the Council level to be referred to a committee.

Vote: The nine councilors present voted in favor of the motion. Councilors Bauer, Hansen and Wyers were absent.

The motion carried.

Councilor Ragsdale explained that Ballot Measure #1 was part of the Transportation 2000 legislative package the Council endorsed to request that the Legislature approve referral to the voters of a constitutional amendment that would allow vehicle registration taxes and fees collected locally to be used for purposes other than highway construction and maintenance. Councilor Ragsdale said that the measure would be on the ballot in May, and that Resolution No. 90-1256 merely formalized the Council's already stated support of the measure.

Motion: Councilor Ragsdale moved, seconded by Councilor Devlin to adopt Resolution No. 90-1256.

Councilor Devlin pointed out that the Intergovernmental Relations Committee had unanimously recommended the Council adopt the resolution. He also noted that the Voters' Pamphlet contained twelve arguments in favor of the measure.

Vote: The ten councilors present voted in favor of the motion. Councilors Bauer and Wyers were absent.

The motion carried.

The Presiding Officer recessed the Council and convened an Executive Session Pursuant to ORS 192.660(1)(h) for the purpose of discussing litigation regarding Jack Gray Transport. Councilors and staff present for the Executive Session were: Councilors Devlin, McFarland, Knowles, DeJardin, Gardner, Hansen, Ragsdale, Buchanan, Van Bergen and Collier; Executive Officer Cusma, General Counsel Cooper, Solid Waste Director Martin, Council Administrator Carlson, Council Analyst Barker and the Clerk of the Council.

The Presiding Officer adjourned the Executive Session and reconvened the Council.

Motion: Councilor Gardner moved, seconded by Councilor Hansen for the Council to consent to the Office of General Counsel filing an appropriate motion to intervene as a plaintiff in Jack Gray Transport, Inc. v. Vicki Ervin to protect the District's interests in the circuit court.

Vote: The nine councilors voted aye. Councilor McFarland voted nay, and Councilors Bauer and Wyers were absent.

8. COUNCILOR COMMUNICATIONS & COMMITTEE REPORTS

Councilor Van Bergen announced that the line item budget recommendations would be distributed after the meeting, and the Budget Committee's report and recommendations would be mailed to the Council the following day. He also announced that the Council would consider the Budget Committee recommendations at a special meeting May 3.

Councilor Knowles announced that the Portland City Council had adopted a resolution April 25 approving the Metro proposed budget for the Metro ERC facilities subject to Metro's approval of an amendment to add a Personnel Manager, Personnel Clerk, Purchasing Contract Coordinator and \$30,000 for legal expenses to the Metro ERC budget. Councilor Knowles said that under the consolidation agreement, if Metro adopted the budget as proposed by the Council, the City could either initiate termination of the consolidation agreement or seek dispute resolution which would involve appointing a committee to mediate a proposal. Councilor Knowles also advised that the Council could also submit an amended proposal to the City. He said that he had discussed the matter with the Executive Officer and would also speak with the Presiding Officer and members of the Budget Committee in an attempt to develop strategy.

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Councilor Devlin requested a written legal opinion regarding which areas of the budget the City Council had purview over and what the legislative intent of the purview was. General Counsel Cooper said that he would provide the written opinion prior to the following Thursday. Councilor Gardner requested information on the Council's discussion and intent of budget review prior to adoption of the consolidation agreement and the City's intent on wanting to retain that review authority. Councilor McFarland said that she strongly supported the Budget Committee's recommendations on this issue.

There was no other business, and the meeting was adjourned at 7:00 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gwen Ware-Barrett".

Gwen Ware-Barrett
Clerk of the Council

MINUTES OF THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

May 3, 1990
Special Meeting

Councilors Present: Tanya Collier (Presiding Officer), Gary Hansen (Deputy Presiding Officer), Lawrence Bauer, Roger Buchanan, Tom DeJardin, Richard Devlin, Jim Gardner, David Knowles, Ruth McFarland, Mike Ragsdale and George Van Bergen

Councilors Absent: Judy Wyers

Presiding Officer Collier called the meeting to order at 5:30 p.m.

1. INTRODUCTIONS

None.

2. CITIZEN COMMUNICATIONS TO COUNCIL ON NON-AGENDA ITEMS

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

(Presented immediately following Agenda Item No. 5.) Executive Officer Rena Cusma introduced recently hired Personnel Manager Karen Delaney.

4. MINUTES OF FEBRUARY 22, 1990

Motion: Councilor Van Bergen moved, seconded by Councilor Buchanan to approve the minutes of February 22, 1990.

Vote: The ten councilors present voted in favor of the motion. Councilors DeJardin and Wyers were absent.

The motion carried.

5. REPORT ON PERFORMANCE AUDIT

Presiding Officer Collier explained that by adoption of Resolution No. 89-1030, the Council accepted the performance Auditing Plan prepared by Talbot & Korvala. She said that plan identified Metro support service functions among a list of activities to be initially evaluated in a performance audit. Resolution No. 90-1214 subsequently approved a three-year contract with KPMG Peat Marwick to perform performance audits for the District. Presiding Officer Collier said that the contract's

initial scope of work for FY 1989-90 was a review of several support service functions of the District and that the auditors' final report had been previously distributed to councilors. She said that Peat Marwick representatives Bob O'Neill and Hal D'Ambrogia would review the report and findings with the Council.

Councilor Gardner then explained that the audit had been conducted in two phases--Phase I was an overview of the operation of the entire Finance and Administration Department with recommendations on where specific efforts should be concentrated during Phase II. Councilor Gardner said that the Phase I report had been presented to the Finance Committee in March, 1990 and that the Committee had approved the report's recommendations for areas of in-depth audit.

Messrs. O'Neill and D'Ambrogia said that in their analysis they had reviewed the organization, staffing, overall management and day-to-day management of the Department. They then summarized the findings contained in their report titled "Report to the Metropolitan Service District Council Regarding the Performance Audit of the Finance and Administration Department, Final Report, May 3, 1990" which has been filed with the official record and is hereby incorporated in these minutes by reference.

During their review, Messrs. O'Neill and D'Ambrogia pointed out that staffing for the Finance and Administration Department had not grown at the same rate as the Department's responsibilities. Therefore, the Department has had to prioritize activities and perform some activities less frequently than desired. They said that they recommended additional staff in the areas of Accounting, Data Processing and Personnel.

Messrs. O'Neill and D'Ambrogia said that in regard to the Metro/ERC consolidation, they felt that additional areas that warranted further consideration were payroll, vendor payments, bank accounts, fixed assets and construction management oversight. The audit team also recommended streamlining the contracting procedures and consolidating procurement.

Councilor Bauer asked if any major shortfalls were noted between checks and balances and fiscal controls. Mr. O'Neill replied there were not, however in some areas the controls were deemed insufficient for the level of risk. In response to Councilor Bauer's questions regarding whether any discrepancies of procedures, ethics or administrative policy were observed in the area of contracting. Mr. O'Neill said that the only discrepancy noted in contracting concerned time required to process contracts.

Councilor Gardner asked Mr. O'Neill if his recommendations for support services staff for Metro ERC were consistent with the Council Budget Committee's recommendation. Mr. O'Neill said that they were.

6.1 RESOLUTION NO. 90-1257, FOR THE PURPOSE OF APPROVING THE FY 1990-91 BUDGET AND TRANSMITTING THE APPROVED BUDGET TO THE TAX SUPERVISING AND CONSERVATION COMMISSION

Motion: Councilor Gardner moved, Councilor Bauer seconded to suspend the Council's rules regarding non-referred resolutions introduced at the Council level be referred to a committee in order that the Council as a whole could consider Resolution No. 90-1257.

Vote: The eleven councilors present voted in favor of the motion.

The motion carried.

Motion: Councilor Van Bergen moved, seconded by Councilor Gardner to adopt Resolution No. 90-1257 which included approval of the FY 1990-91 budget as recommended by the Council's Budget Committee and budget notes recommended by the Budget Committee and listed in the Budget Committee's report dated April 27, 1990.

Councilor Van Bergen then summarized the Budget Committee's written report and recommendations dated April 27, 1990 to the Metro Council, from George Van Bergen, Budget Committee Chair, regarding Budget Committee Report and Recommendations on the FY 1990-91 Budget, which has been filed with the official record and is hereby incorporated in these minutes by reference.

The Presiding Officer opened the public hearing. Mr. Richard Ares, Metro ERC Commissioner, requested that the Purchasing Coordinator position and the three personnel positions in the Metro ERC Management Fund be housed at the Commission facilities, and therefore, be funded in the Metro ERC fund. He noted that monies had been placed in contingency for additional legal services which would require Council action to appropriate. Mr. Ares said that he felt Metro General Counsel's approval would be more expedient and would be sufficient safeguard. He noted that there was a transfer of overhead costs of \$67,500 from the Metro ERC budget to the Metro budget. He requested that those funds be placed back in the Metro ERC fund.

The Presiding Officer appointed a task force consisting of Councilors Knowles, Gardner and herself to work with the City of Portland to reach agreement on the budget issues. The public hearing was then closed.

Councilor Bauer said that he felt that in the future, prior to budgeting, the Council should set goals. He said that those goals should then be the framework upon which the budget was built. He said that he was particularly concerned that funds had not been appropriated to staff the Bi-State Committee. Councilor Gardner pointed out that an additional Council Analyst position had been budgeted, and part of that person's responsibilities would be to staff the Bi-State Committee.

Motion: Councilor Bauer moved, seconded by Councilor DeJardin to appropriate \$6,000 for Bi-State transition funds in FY 1990-91 and to increase the excise tax by \$6,000 and increase Council Miscellaneous Professional Services by \$6,000.

Vote: The nine councilors present voted aye. Councilors Knowles, Wyers and Hansen were absent.

The motion carried.

Councilor Devlin referred to a memo dated May 2, 1990 to the Metro Council from Richard H. Carson, Director, Planning and Development Department, regarding FY 1990-91 Budget Adjustment. That memo has been filed with the meeting record and is incorporated in these minutes by reference. Councilor Devlin explained that an intergovernmental agreement with Portland State University for a natural areas inventory which had been budgeted in FY 1989-90 would not be completed within FY 1989-90, and therefore, the Department had requested a budget adjustment to reflect the expenditure in FY 1990-91. Councilor Devlin pointed out that the budget would need to be amended in several places per the budget sheets attached to Mr. Carson's May 2 memo.

Motion: Councilor Devlin moved, seconded by Councilor McFarland to amend Resolution No. 90-1257 to reflect budget adjustments for an intergovernmental agreement with Portland State University for a natural areas inventory per the memo dated May 2, 1990 from Richard Carson to the Metro Council regarding FY 1990-91 Budget Adjustment.

Vote: The nine councilors present voted aye. Councilors Hansen, Knowles and Wyers were absent.

The motion carried.

Vote on Main Motion:

Nine councilors voted aye.
Councilor Ragsdale voted nay.
Councilors Wyers and Hansen were
absent.

The motion carried, and Resolution No. 90-1257 was adopted as amended.

Councilor Ragsdale explained that he had voted nay and requested the record reflect that the reason he voted nay was to reflect his disagreement over the Budget Committee's policy decision to set the dues level at \$.43 cents and the excise tax at 5 percent. Councilor McFarland said that she, too, disagreed with the Budget Committee's policy on the dues level and excise tax.

There was no other business, and the meeting was adjourned at 7:25 p.m.

Respectfully submitted,



Gwen Ware-Barrett
Clerk of the Council

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Agenda Item No. 4.2
Meeting Date: August 23, 1990

Resolution No. 90-1309

CONVENTION AND VISITOR FACILITIES COMMITTEE REPORT

RESOLUTION NO. 90-1309, INVITING THE NATIONAL ASSOCIATION OF REGIONAL COUNCILS TO HOLD ITS 1993 ANNUAL CONFERENCE IN PORTLAND AND HAVING THE METROPOLITAN SERVICE DISTRICT BE THE HOST AGENCY

Date: August 15, 1990

Presented by: Councilor Knowles

COMMITTEE RECOMMENDATION: At the August 14, 1990 Convention and Visitor Facilities Committee meeting, all councilors were present -- Buchanan, Hansen, McFarland, Van Bergen and myself -- and voted unanimously to recommend Council adopt Resolution No. 90-1309.

COMMITTEE ISSUES/DISCUSSION: Executive Management staff Katie Dowdall presented Resolution No. 90-1309 which formally outlines Metro's desire and commitment to host the 1993 National Association of Regional Councils (NARC) Annual Conference. As noted in the Staff Report, approval of the resolution acknowledges a financial commitment of \$75,000 by Metro to host the conference (\$25,000 in FY92-93, \$25,000 in FY93-94, \$25,000 raised from outside sources).

The Committee reviewed the host agency's responsibilities for the conference and cost requirements. It is estimated the conference will have 750 to 1,000 attendees for which the host agency would be responsible to reserve rooms and other services, as part of the amenities to be ensured for the conference.

Regarding revenues and costs, NARC has requested the host agency provide financial support because past conferences have just balanced financially, yielding no income for NARC. Last year's conference brought in \$148,000 to NARC but all of the revenue went to conference expenses. The proposed \$75,000 support from Metro is based on last year's host agency costs of \$64,000 plus 10 percent inflation and Oregon Convention Center rental fees.

The Committee noted the importance of staff carefully seeking the proposed \$25,000 in outside contributions and being sensitive to any possible conflicts of interest for Metro.

Staff said competition to host the conference was strong because of the public relations and visibility benefits which accrue to the host agency.

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BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF INVITING)	RESOLUTION NO.90-1309
THE NATIONAL ASSOCIATION OF)	
REGIONAL COUNCILS TO HOLD ITS	)	INTRODUCED BY RENA CUSMA,
1993 ANNUAL CONFERENCE IN	)	EXECUTIVE OFFICER AND
PORTLAND AND HAVING THE	)	TANYA COLLIER, PRESIDING
METROPOLITAN SERVICE DISTRICT	)	OFFICER
BE THE HOST AGENCY)	

WHEREAS, The Metropolitan Service District is a member in good standing of the National Association of Regional Councils; and

WHEREAS, The Metropolitan Service District has been actively involved and committed to the activities of the National Association of Regional Councils; and

WHEREAS, With the completion of the new Oregon Convention Center, the metropolitan region will be able to accommodate the needs of a first class conference and offer excellent facilities, beautiful surroundings and a wide variety of interesting and unique attractions; and

WHEREAS, The Metropolitan Service District, the City of Portland and the Counties of Multnomah, Washington, and Clackamas would be honored to welcome the members of the National Association of Regional Councils to Portland; and

WHEREAS, The Metropolitan Service District realizes the

enormous support and contribution that the local host council ,
must play in the success of the conference; now, therefore

BE IT RESOLVED, That it is the intent of the
Metropolitan Service District to commit both staff time and
financial guarantees toward the cost of hosting the 1993 Annual
National Association of Regional Councils Conference.

ADOPTED by the Council of the Metropolitan Service
District this _____day of _____, 1990.

Tanya Collier, Presiding Officer

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1309 FOR THE PURPOSE OF INVITING THE NATIONAL ASSOCIATION OF REGIONAL COUNCILS TO HOLD ITS 1993 NARC ANNUAL CONFERENCE IN PORTLAND AND HAVING THE METROPOLITAN SERVICE DISTRICT BE THE HOST AGENCY.

Date: August 6, 1990

Presented by: Katie Dowdall

Outlined below is the recommended submission to request that the National Association of Regional Councils hold its 1993 Annual Conference in Portland and Metro be the host agency. Approval of this resolution would formalize Metro's desire to host the conference and would recognize a financial commitment of \$75,000 (\$25,000 in FY 1992-93, \$25,000 in FY 1993-94 and \$25,000 coming from outside sources).

In order to bid for the conference a "letter of Intent", a resolution adopted by our council and a description of each service or facility to be offered by the host council in as much detail as possible must be mailed to NARC no later than September 3, 1990.

* * *

The Metropolitan Service District is pleased to submit the following information to support our recommendation to host the 1993 NARC Annual Conference. (Host requirements are contained in Attachment A). It is understood that in order for an agency to become eligible to act as host council all minimum requirements listed must be met. All optional commitments that are met by our Council will make our bid more attractive and competitive when being reviewed by the NARC Board for the final selection site.

A packet is being prepared by the Portland/Oregon Visitors Association (POVA) containing more detailed information about the hotel bids, ideas for the Welcoming Reception, information about places to go and see in and around the city, and tours reflecting Oregon's diverse and rich cultural and recreational opportunities.

FACILITIES -MINIMUM REQUIREMENTS

1. Conference location- The geographic boundaries of the conference site will be located in Portland where the Metro office is located.
2. Dates- We have reserved the Oregon Convention Center for Sunday, September 12 through Wednesday, September 15, 1993.
3. Sleeping Rooms- Portland hotels offer 12,000 rooms with housing for up to 25,000 delegates. Nearly five thousand

rooms are within walking distance of MAX (light rail). Several candidates can be identified offering NARC a block of 750 sleeping rooms between a headquarter hotel and surrounding overflow properties. Downtown, Lloyd Center and the Jantzen Beach areas provide choices which will be shown during the NARC staff site inspection. Specific hotel bids are outlined in the POVA packet.

4. Concurrent Public Space/Meeting Facilities-

All meetings and exhibit space can be located in the new Oregon Convention Center. This new Convention Center has over 150,000 sq. ft. of column-free exhibit space and 55,000 sq. ft. dedicated to meetings. The flexible space breaks down into many individual meeting rooms, 32 altogether. For meetings involving food, it can serve more than 6000, from formal Black-tie events with dance floor to less formal luncheon sessions. This first class facilities will be able to meet all the needs of the NARC Annual Conference.

HOTEL FACILITIES-OPTIONAL COMMITMENT FOR CONSIDERATION

5. Suites- We will provide both a complimentary premier one-bedroom suite with attached parlor for the Association President that will comfortably accommodate 40-50 people at a reception and a complimentary one-bedroom suite with attached parlor for the host agency that will accommodate 25-30 people for a reception.

Additional Suites- We will provide an additional one-bedroom suite for Association Executive Director and special discounts for Association staff and/or speakers for duration of conference.

Guest Amenities- Upgrades for at least 10 VIP's will be provided and complimentary guest amenities featuring Oregon products will be offered.

Transportation- We will provide VIP transportation to and from the airport, complimentary parking spaces for NARC staff and host council. Shuttle services are offered by hotels from airport to hotels. Metro will provide a 4 day bus/MAX pass to all delegates.

Miscellaneous- Metro plans to mail promotional mailings, brochures and documents during the year prior to the Annual Conference.

I. HOST COUNCIL-BASIC MINIMUM REQUIREMENTS

1. Communication Equipment- Metro will assume financial responsibility and make arrangement for the rental of 8 walkie-talkies for the duration of the conference.

2. Two copiers, one with two collator banks and automatic document feed capability and one table-top model for single copies, will be made available during the conference.
3. VIP Transportation- Ground transportation to and from Portland International Airport for approximately 15 VIPs will be provided.
4. Welcome Reception- Metro will assume full financial and logistical responsibility for the Welcome Reception. The majestic beauty of the Pacific Northwest and a hand picked list of high demand function sites are described in the attached POVA packet. NARC should arrive with high expectations as exciting Portland entertains millions of tourists each year.
5. Meeting Space- Metro will assume financial responsibility for the rental of the convention center meeting space.
6. Promotional Material- Metro will assist NARC staff with the development of promotional materials for the conference including a conference logo, colors, etc.
7. Typewriters and Office Equipment- Metro will provide the necessary typewriters, computers, and adding machines required for the conference.
8. Conference Office Supplies- Adequate office supplies will be available for the NARC staff.
9. Convention Support Staff- Support staff to meet the requirements of NARC and the conference will be provided.
10. Flowers- Floral decorations, headtable arrangement and decorations for registration area, corsages, boutonnieres will be provided.
11. Coffee Bar- Complimentary coffee for delegates in the registration area during the three main conference days will be provided as well as pastries.

Non-cost requirements for the conference:

- a. Membership: Metro is a full member in good standing in the National Association of Regional Councils
- b. Clergy- Clerics representing a wide variety of ethnic and religious denominations are available to offer their services at all appropriate occasions during the conference.
- c. Press Relations- NARC requirements regarding press relations will be completely met through the coordinated efforts of P/OVA and Metro.

d. Program Aides will be available to assist the panel chairmen.

e. f. Information desk & Restaurant List- With the help of P/OVA, brochures, printed information, maps, sightseeing attractions, entertainment information and restaurant menus will be available to Conference guests and visitors.

g. Special Letters of invitation will be arranged to be sent from a prominent local elected official to regional council chairmen and executive directors in advance of the conference.

h. Pre-Conference Exhibits at the 1993 Washington Policy Conference will be provided by POVA with printed material and an audio-visual presentation to assure strong interest in Portland.

i. Themes and Special Events- POVA assures a most enjoyable visit and is eager to supply ideas for the welcome reception, the board of directors dinner and spouse tours.

j. Program Speakers- Metro will assist NARC in identifying and securing elected officials and individuals from our business community to serve as key program speakers.

II. HOST COUNCIL-OPTIONAL COMMITMENTS

-Metro will assist NARC in identifying potential sponsors, exhibitors and advertisers for the conference program.

-Metro will be responsible for a special VIP reception outside the conference facility for the members of the NARC Board of Directors and Board members of the host agency and for the Board of Directors Dinner.

-Metro will orchestrate the Opening Ceremony.

-Metro will develop and provide spouse tour programs during the conference.

-Metro will assume financial responsibility for promotional mailings to potential attendees.

-NARC will receive 4 day bus and light rail passes to known delegates to travel to and from the Oregon Convention Center, hotels, restaurants, and entertainment centers. Airport transportation is available via RAZ and complimentary hotel shuttle services.

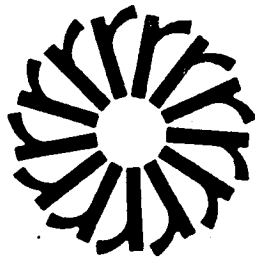
-Additional host council commitments are being explored and will be presented to NARC this November.

ANTICIPATED EXPENSES FOR 1993 NARC ANNUAL CONFERENCE

Realizing the enormous support and contribution that the local host council must play in the success of the conference both in staff time and to financial guarantees, The Metro Council should anticipate that the financial costs of the conference will be approximately \$75,000. It should be the intent of the Council to commit \$25,000 in both the FY 1992-93 and \$25,000 in the FY 1993-94 budget, and in good faith plan to raise the additional \$25,000 in cash and/or non-cash contributions.

The following is an anticipated budget for the 1993 NARC Conference:

<u>Conference Meeting expenses</u>	\$14,000
Includes rental of Oregon Convention Center, registrations costs and meeting costs (including flowers, office supplies, computers, typewriters, printed material, banners) graphics and miscellaneous needs.	
Coffee (Coffee and pastries for 5 days)	\$ 4,000
Transportation passes Includes a 4 day pass to each delegate at .75 per day, limo service, shuttles and transportation needs of VIPs and delegates	\$ 3,000
Opening Session National Anthem singer, Equipment rental and audio-visual presentations	\$ 4,500
<u>Gala Reception</u> 1000 delegates and guest at \$35 per person to include rental fees, food, entertainment, insurance and printed information and invitations	\$35,000
<u>Donor Fundraising and luncheon,</u> Donor luncheon, plaques, host committee stationery, postage, three-minute video, transportation and parking	\$ 3,000
<u>NARC Board of Directors Reception and Dinner</u> Invitations printing and postage, meal and room, food and beverage, transportation	\$ 7,000
<u>Spouse Tours</u> bus rentals, meals and event at \$15 for 300 guests	\$ 4,500
TOTAL	\$75,000



National Association of Regional Councils

ATTACHMENT A

1700 K Street NW • Suite 1300 • Washington DC 20006
(202) 457-0710 • FAX: (202) 296-9352

June 21, 1990

Rena Mae Cusma
Executive Officer
Metropolitan Service District
2000 SW First Avenue
PORTLAND, OR 972015398

Dear Rena:

It is time to begin the selection process for the 1993 Annual Conference site. The NARC Board of Directors has divided the country into three broad geographic areas and has established a policy of rotating the conference sites regularly among these three regions.

With this rotation in mind, Region III, which comprises the entire western region of the U.S., would be the site of the 1993 conference. Based on the requirements for hotel facilities, your metropolitan area will be eligible to host the 1993 conference.

The contributions and support of the local host council play a major role in the success of the conference. The host requirements and optional commitments are detailed in the enclosed memorandum.

If you are interested in being considered as a host agency for the 1993 conference, please follow these steps:

1. Send a "Letter of Interest" to NARC, Attention: Shawn Sample, postmarked no later than August 15, 1990. This letter does not commit your council to bid on the conference; it only informs us of your interest.
2. Should you council choose to bid for the conference, you must submit a "Letter of Intent" to the NARC Board of Directors. Your "Letter of Intent" must be mailed to NARC, Attention: Shawn Sample, and postmarked no later than September 3, 1990. Included with this letter must be: 1) a resolution adopted by your council's board supporting this endeavor, and; 2) a description of each service or facility to be offered by the host council in as much detail as possible (i.e., draft proposal bid).

President
GUS F. MUTSCHER
Brenham, Texas

First Vice President
JOHN A. F. MELTON
Los Angeles, California

Second Vice President
BRIAN CORCORAN
Seattle, Washington

Immediate Past President
T. J. "TED" HACKWORTH
Denver, Colorado

Executive Director
RICHARD C. HARTMAN

3. Eight (8) copies of your (finalized) formal bid proposal must be submitted to NARC and postmarked no later than October 15, 1990. (Please plan to bring a minimum of 35 additional copies with you to the Board meeting in November, 1990 in Baltimore, Maryland.)

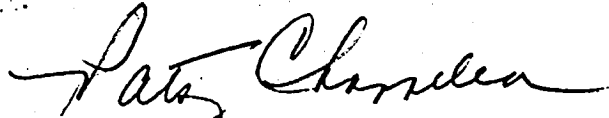
A site inspection by the NARC staff will be scheduled upon receipt and review of your initial (draft) bid package. The site inspection will cover the following criteria:

- Host agency proposal
- Hotel and meeting room facilities
- Costs
- Attractions of the city
- Available air and ground transportation

The information gathered during the site inspection will then be presented to the Board during their November meeting in Baltimore. Once the staff presentation is complete, a representative of each council will be given 15 minutes to formally address the Board. (Each council presentation is made separately and privately before the Board.) This presentation can be made by the Executive Director or Chairperson of the prospective host council, or a Chamber of Commerce, convention bureau or hotel representative. In order to minimize any transportation expenses for councils making a presentation, NARC requests that all prospective host councils limit their representatives to no more than two (2) persons. This limitation will help all prospective host councils to conserve costs. Once all presentations have been made, the Board will immediately vote on the conference site and a decision will be announced to all prospective host councils.

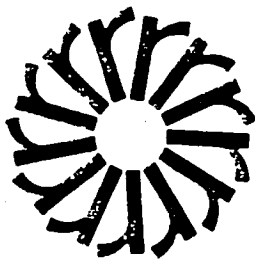
I believe I've covered all the areas of the selection process. If there is any further information I can provide or if you have any questions about the bidding procedures, please don't hesitate to call me.

Sincerely,



Mary P. Chappellear
Director, Membership Services

Enclosure



National Association of Regional Councils

1700 K Street NW • Suite 1300 • Washington DC 20006
(202) 457-0710 • FAX: (202) 296-9352

MEMORANDUM

TO: Prospective Host Councils

FROM: Mary P. (Patsy) Chappelle, Director, Membership Services

DATE: June 21, 1990

SUBJECT: Host Agency Commitments for Annual Conferences

In order for a region to be considered as a site for the NARC Annual Conference, the following basic commitments must be met. NARC staff site inspection visits must verify that all minimum criteria is met in order for the potential host council to place a formal bid before the Board of Directors. The minimum criteria which must be met are listed below.

HOTEL FACILITIES - Minimum Requirements

1. Conference Location - The conference site must be located within the actual geographic boundaries of the substate region where the prospective host council has actual planning and coordination responsibilities.
2. Dates - Four days in September, preferably the second week, utilizing a Sunday-through-Tuesday pattern.
3. Sleeping Rooms - A block of 750 sleeping rooms, with a majority of the sleeping rooms in one hotel and utilizing no more than 2 hotels, all of which must be in a two block radius of either the headquarters hotel or convention center (depending on location of meeting rooms). A determination on hotel accessibility and locations will be made during the NARC staff site inspection visit and will be included in the staff report to the Board of Directors.

President
GUS F. MUTSCHER
Brenham, Texas

First Vice President
JOHN A. F. MELTON
Los Angeles, California

Second Vice President
BRIAN CORCORAN
Seattle, Washington

Immediate Past President
T. J. "TED" HACKWORTH
Denver, Colorado

Executive Director
RICHARD C. HARTMAN

4. Concurrent Public Space/Meeting Facilities -

All meeting and exhibit space must be located within one location, either a convention center or the headquarters hotel. This primary meeting location must fully satisfy meeting room requirements for plenary and breakout sessions as listed below. Meeting and/or exhibit space may not be split between locations.

- a) Minimum of 4-6 separate meeting rooms that will seat 20-40 people in rounds of 10 each.
 - b) 6 rooms that will hold 125-200 people each, theatre style.
 - c) General session room with banquet capacity for 800 people (in rounds), stage, and dance floor.
 - d) Exhibit hall for a minimum of 50-75 8x10 booths.
5. Suites - A complimentary premiere one-bedroom suite with attached parlor for the Association President that will comfortably accommodate 40-50 people at a reception. A complimentary one-bedroom suite with attached parlor for the host agency that will accommodate 25-30 people for a reception.

HOTEL FACILITIES - Optional Commitments for Consideration

1. Additional Suites - Provide additional one-bedroom suite for Association Executive Director and special discounts for Association staff and/or speakers for duration of conference.
2. Guest Amenities - Provide amenities and upgrades for VIPs (minimum of 10 would be required); champagne or coffee upon arrival for all attendees waiting in line to check in; morning newspapers, evening turndown service and/or delivery of "welcome" gift for conference attendees; etc.
3. Transportation - Assist host council with VIP transportation (e.g., limo services for at least 10 VIPs, complimentary parking spaces for NARC staff and host council; discounted parking for conference attendees, etc.)
4. Miscellaneous - Provide discounts on meeting room related expenses (e.g., room setup charges, hanging of banners; discounts on audio-visual rentals); Provide discounts on catering arrangements (e.g., complimentary bartenders, coffee breaks, afternoon breaks or cocktail receptions); Assist in promotional mailing(s); etc.

Other items for hotel consideration can be obtain by contacting Shawn Sample at NARC.

HOST AGENCY PROPOSAL

The NARC Board of Directors has determined that any regional council preparing a bid does so with the understanding and commitment to meet certain minimum requirements. Please note that these requirements are divided into two parts:

- I. Basic Minimum Requirements -- All minimum requirements listed must be met in order for an agency to become eligible to act as the host council for the NARC Annual Conference.
- II. Optional Commitments -- All additional contributions made by the host agency are taken into consideration by the NARC Board when selecting a future conference site. Therefore, we have added a list of optional commitments for your review. Any or all commitments may be met by your agency in order to make your bid more attractive and competitive when being reviewed by the NARC Board for final selection. (You may also add items to the optional commitments list.)

As previously outlined in the attached letter, a resolution adopted by your council's board is necessary before any invitation will be acted upon by NARC, as well as a description of each service or facility to be offered (see "Letter of Intent" section in cover letter). Within 60 days of the Board's final selection of the host agency and conference site, a formal contract will be signed with the selected hotel(s). (The host agency's formal bid proposal to the Board serves as the formal contract between NARC and the host agency.)

Special Consideration: Councils having previously placed unsuccessful bids for the NARC Annual Conference will be given special consideration in the site selection process.

I. HOST COUNCIL - BASIC MINIMUM REQUIREMENTS

1. Communications Equipment - Assume financial responsibility and make arrangements for the rental of 8 walkie-talkies for the duration of the conference.
2. Copying Equipment - Assume financial responsibility and make arrangements to provide two copiers; one with two collator banks and automatic document feeding capability, and one table-top model for single copies.
3. VIP Transportation - Provide ground transportation to and from the airport from approximately 15 VIPs. A member of the NARC staff will work closely with the host agency in the coordination of this effort.
4. Reception - Assume full financial and logistical responsibility for the Welcome Reception held during the conference. This could be jointly sponsored by the host agency and a local enterprise wishing to make a contribution to the NARC conference, and will be advertised in the conference program as such. NARC staff will play a consulting role for this effort. (Cost is about \$20 per person, with attendance ranging from 700-900 people. Please note that this is the major reception for the conference and must include two hours of heavy hors d'oeuvres and complimentary beer, wine and soda; cocktails may also be added.)
5. Meeting Space - Assume financial responsibility for the rental of convention center meeting space in the event that the conference hotel cannot adequately meet the requirements or if there are charges for meeting space.
6. Promotional Material - Assist NARC staff with development of promotional materials for the conference including a conference logo, colors, etc.

7. Typewriters and Office Equipment - Assume financial responsibility and make arrangements for rental of the following (also see "1" and "2" listed above):
 1. self-correcting typewriters and/or word processors for "office" use
 2. manual or electric typewriters for press room (2)
 3. bulletin typewriters or computers for on-site registrations (2)
 4. 10-key adding machines or calculators with tapes (2)
8. Conference Office Supplies - Provide NARC staff with office supplies such as pencils, paper, staplers, etc., for the use throughout the conference. These will be returned to the host agency after the completion of the conference. (NARC will provide a list of supplies needed.)
9. Convention Support Staff - Assume financial responsibility for secretarial, registration and support staff to assist NARC staff throughout the conference. NARC will submit its requirements to the host agency well in advance of the conference. (Usually arranged through your convention bureau.)
10. Flowers - Assume financial responsibility and make arrangements for headtable floral decorations, decorations for registration area, and corsages and boutonnieres for NARC Board candidates (approximately \$500).
11. Coffee Bar - Full financial responsibility for complimentary coffee for delegates in the registration area during the three main conference days (approximately \$750/day). Pastries may also be included.

The following host council requirements are potentially non-cost commitments:

- a) Membership - Must be a full member in good standing in the National Association of Regional Councils.
- b) Clergy - Selection and arrangements for a member of the clergy to present the invocation at the opening session and at the general luncheon.
- c) Press Relations - Provide names and addresses of local media to NARC prior to the conference so that NARC can issue advance press releases. About two weeks before the conference, personally invite key media in the area as a follow-up to NARC's release. During the conference, the host agency's public information director or secretary should be available to assist the press. A staff photographer will also be needed to assist with photographing conference activities.
- d) Program Aides - Provide at least 4 individuals during the conference to assist panel chairmen with session timing, locating speakers and providing brief reports on sessions to NARC for evaluation. This can be done on a rotating basis and many local universities may be of help.
- e) Information Desk - Arrange for staffing and operation of a local information center during the conference. The host agency will make available a suitable quantity of free, printed information on the conference region for attendees. This should include maps, sightseeing information and attractions. Your local convention bureau is a good source of information and assistance.
- f) Restaurant List - Prepare approximately 1,000 copies of local restaurant and evening entertainment information to be made available at the information desk. This information should include price, time of operation, location, and dress codes (if any).

- g) Special Letter of Invitation - Arrange for a special letter of invitation from a prominent local elected official to be prepared and sent to regional council chairmen and executive directors at least two months in advance of the conference.
- h) Pre-Conference Exhibit - Display an exhibit at the 1992 Annual Conference and the 1993 Washington Policy Conference. This exhibit should be designed to advertise the forthcoming events with handouts and other materials to attract interest and attendance. Local convention bureaus are quite familiar with this process and can be of great assistance in providing materials and ideas. For example, an audio-visual presentation could be shown.
- i) Themes and Special Events - Assist the NARC staff one year prior to the conference by providing information on potential reception and banquet sites outside the convention facility which can accommodate 1,000 people, theme suggestions which are characteristic of the region, and information on sightseeing within the region. Along the same line, assist in developing a package of special optional activities for delegates, including tour programs.
- j) Program Speakers - Assist NARC in identifying and securing elected officials and individuals from the business community in your region as potential program speakers--especially your Governor and Mayor.

II. HOST COUNCIL - OPTIONAL COMMITMENTS

- 1. Tours Program - Development, funding and handling of tour program activities for delegates. (Staff will play a consulting role for this effort.)
- 2. Sponsors/Advertisers - Assist NARC in identifying potential sponsors, exhibitors and advertisers for the conference program.
- 3. Cocktail Reception - Assume financial responsibility for hosting a one-hour cocktail reception for delegates prior to the Banquet.
- 4. VIP Reception - Full or partial financial responsibility for a special VIP reception outside the conference facility for members of the NARC Board of Directors and Board members of the host agency prior to the Board dinner.
- 5. Board of Directors Dinner - Assume financial responsibility for hosting the Board of Directors dinner (for approximately 60 people).
- 6. Banners - Assume financial responsibility for preparing banners with the NARC conference logo, colors, etc., to be used during sessions at the conference.
- 7. City Tour - Assume logistical and financial responsibility for one tour of the region for all delegates, usually arranged for the day preceding the conference.
- 8. Opening Ceremony - Assume financial and logistical responsibility for obtaining a local VIP for introductions, a singer (for National Anthem), opening session entertainment, etc.
- 9. Miscellaneous - Assume financial responsibility for promotional mailing(s) to potential attendees; obtaining airport/taxi transfers or discounts for attendees; etc.

Other items for consideration can be obtained by contacting Shawn Sample at NARC.

* * * * *



METRO

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

July 12, 1990

National Association of Regional Councils
NARC Board of Directors
1700 K Street N. W., Suite 1300
Washington DC 20006

Dear Board of Directors:

This letter is to verify Metro's interest in being considered as a host agency for the 1993 NARC Annual Conference.

Metro realizes the enormous support and contribution that the local host council must play in the success of the conference.

With the completion of the new Oregon Convention Center, the metropolitan area of Portland will be able to accommodate the needs of a first class conference. Portland takes a great deal of pride in its surroundings, its dazzling skyline, and its stunning natural backdrops. An hour away is Mt. Hood, a year round host to a full range of recreational activities. Circle back towards Portland and savor the breathtaking Columbia Gorge. Forty miles to the north trace the still dramatic impact of Mt. St. Helens volcanic eruption. A little over an hour to the West is the unsurpassed beauty of the Oregon Coast. Drive south and travel through the delightful miles of Oregon Wine Country. With this incredible diversity of sights and activities, we feel that conference participants from all over the United States will want to come.

We are reviewing the host requirements and optional commitments that would be required of us. Should our Council choose to bid for the Conference, we will submit our letter of Intent and adopted resolution to the NARC Board of Directors by September 3, 1990.

Sincerely,

Rena Cusma
Executive Officer

Tanya Collier
Presiding Officer

Agenda Item No. 4.3
Meeting Date: August 23, 1990

Resolution No. 90-1305

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 90-1305 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM TO PURCHASE, DISTRIBUTE AND PROMOTE CURBSIDE RECYCLING CONTAINERS

Date: August 15, 1990

Presented by: Councilor DeJardin

COMMITTEE RECOMMENDATION: At the August 7, 1990 meeting the Committee voted unanimously to recommend Council adoption of Resolution No. 90-1305. Voting in favor were Councilors Buchanan, Collier, DeJardin and Wyers. Councilor Saucy was excused.

COMMITTEE DISCUSSION/ISSUES: Debbie Gorham, Waste Reduction Manager, presented the Staff Report. She indicated the Intergovernmental Agreement is needed to continue implementation of the Solid Waste Management Plan objective to provide containers for curbside recycling to every single family residence in the Metro region. The City of Gresham will be the lead agency for the project and will contract with other east county cities to implement the program. Metro will provide \$70,000 to the City for the purchase and distribution of curbside containers and the City will provide Metro quarterly reports on the progress and results of the program.

Based on questions from Committee members and Council staff it was determined that the quarterly reporting requirement should extend beyond the current fiscal year thus this Intergovernmental Agreement would be a multi year contract. The Committee recommends that the term of the agreement be extended from June 30, 1990 to October 31, 1990 to accommodate the quarterly reporting requirement for the current fiscal year. Based on the change in the term of the contract the Intergovernmental Agreement should be approved by the Council according to the Metro Contract Code.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN	)	RESOLUTION NO.90-1305
INTERGOVERNMENTAL AGREEMENT WITH)	
THE CITY OF GRESHAM TO PURCHASE,	)	Introduced by
DISTRIBUTE, AND PROMOTE CURBSIDE	)	Rena Cusma,
RECYCLING CONTAINERS	)	Executive Officer

WHEREAS, The Waste Reduction Chapter of the Regional Solid Waste Management Plan recommends the use of curbside recycling containers; and

WHEREAS, The Solid Waste Department has identified \$250,000 in the FY 1990-91 budget for start-up costs for curbside container recycling programs; and

WHEREAS, Metro will fund 10% of the one-time costs not to exceed \$70,000 that the City of Gresham will incur to coordinate, purchase, distribute and promote the curbside recycling containers; and

WHEREAS, An Intergovernmental Agreement has been negotiated between Metro and the City of Gresham; and

WHEREAS, The Executive Officer has reviewed the Intergovernmental Agreement with the City of Gresham and recommends Council approval; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes the Executive Officer to enter into an Intergovernmental Agreement with the City of Gresham to coordinate, purchase, distribute, and promote a curbside container program.

ADOPTED, by the Council of the Metropolitan Service District this _____ day of August, 1990.

Tanya Collier, Presiding Officer

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT dated this _____ day of _____ 1990, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and the CITY OF GRESHAM, hereinafter referred to as "CONTRACTOR," whose address is 1333 N.W. Eastman Parkway, Gresham, Oregon, 97030-3825, for the period of September 4, 1990, through October 31, 1991.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To maintain records of all project expenditures by the budget categories identified in the Scope of Work, "Project Budget/Terms of Payment," of this agreement and to provide a written record of project expenditures within seven (7) days written request by Metro;
4. To comply with any other "Contract Provisions"

attached hereto as the Scope of Work; and

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

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of SEVENTY THOUSAND DOLLARS (\$70,000) and in the manner and at the time designated in the Scope of Work, "Project Budget/Terms of Payment"; and

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

BOTH PARTIES AGREE:

1. Project Manager

a) The Metro Project Manager shall be Pamela Kambur or such other person as shall be designated in writing by Debbie Gorham, Waste Reduction Manager. The Metro Project Manager is authorized to carry out the work described in the Scope of Work, "Metro Project Manager's Responsibilities." The Metro Waste Reduction Manager is authorized to give notices as referred to herein, to terminate this Agreement as provided herein, and to carry out any other Metro actions referred to herein.

b) The City Project Manager, Contractor's representative, shall be Lynda Kotta or such other person as shall be designated in writing by the Head of the City of Gresham's Department of Community & Economic Development, Debbie Sagen. The City Project Manager is authorized to carry out the actions referred to herein.

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

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

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

CITY OF GRESHAM

METROPOLITAN SERVICE DISTRICT

Mayor

By: _____

City Manager

Date: _____

Date

APPROVED AS TO FORM:

City Attorney

Scope of Work

Project: Containers for Curbside Recycling in East Multnomah Cities (Gresham serving as lead agency on behalf of Gresham, Troutdale, Fairview and Wood Village)

Contractor: City of Gresham

Project Term: September 4, 1990 to October 31, 1991.

Contractor's Responsibilities:

The City Project Manager shall:

1. Develop intergovernmental agreements confirming support from the three neighboring cities of Troutdale, Fairview and Wood Village.

2. Request bids, using standard City purchasing procedures to obtain the lowest costs for an estimated 25,850 curbside containers that will meet the following minimum standards:

- a) a minimum of 25% post consumer plastic resin
- b) a minimum capacity of 14 gallons for source separated principal recyclables
- c) a positive track record demonstrating product quality including:
 - 5 references from other jurisdictions using the product and
 - documentation of a long product life in other curbside recycling programs (ie. not needing replacement sooner than 5 years from distribution)
- d) a price that includes the costs of printing on the side of the container.

3. Work with METRO staff to confirm the actual number of containers needed to supply all single family dwellings in the four cities (plus a small area of the unincorporated urban portion of Multnomah County called "Interlachen").

4. Purchase single bin containers for all single family dwellings within the METRO Service District boundary (including non-garbage customers) and within the boundaries of Gresham, Troutdale, Fairview, Wood Village, and the unincorporated area of Multnomah County called Interlachen). Purchase an extra 10% of the total number of bins currently needed to serve as

replacements for theft, damage, or new residents.

5. Sell containers to franchised or licensed haulers for their distribution to single family residents at the cost incurred by the City. The individual bins will be clearly identified as "Property of _____" (hauling company's name). Each hauling company must also purchase its proportion of replacement containers.

6. Develop decals that include preparation information and identification of METRO's support to be affixed to each container.

7. Develop educational/promotional flyers to instruct residents on the "how-to's" and "why's" of properly preparing materials for recycling. An initial flyer will be given during the distribution of the bins followed by a six month reminder. All printed materials will be approved in advance of printing and distribution by the METRO Project Manager and will state METRO's role in partial program funding.

8. Supervise the distribution of the bins by the franchised or licensed haulers in each of the cooperating jurisdictions to ensure:

- a) An informational door hanger is distributed prior to the distribution of the containers informing residents that the containers will soon be delivered; and
- b) Every single-family household within the cooperating jurisdictions receives a recycling container within the month of October.

9. Assist the METRO Project Coordinator and the METRO Public Affairs staff in the coordination of media campaigns to promote the use of curbside containers including:

- a) A major media event coinciding with the distribution of containers in March.
- b) Development of articles to insert in city/county newsletters or billing materials.

10. Assist the METRO Project Coordinator with technical assistance to local government personnel responsible for recycling activities within city boundaries as needed.

11. Provide detailed documentation of project costs and results on a quarterly basis including:

- a) Costs to cooperating jurisdictions in administration
- b) Costs incurred by individual haulers during distribution, promotion (such as increased time by office staff), and implementation (such as needs for new equipment to handle increased volumes of recyclable materials)
- c) Participation levels within each hauler's service area

- d) Tonnages of on-route recyclables collected, reported for each hauler service area
- e) Survey of a representative sample of residents throughout the county to determine consumer attitudes regarding the container program after the third quarter of the first year of the project.

12. The quarterly reports shall be due to the METRO Project Manager on a mutually agreed upon schedule.

✓ *Specific timeline*

METRO Project Manager's Responsibilities:

The METRO Project Manager shall:

1. Provide technical assistance to the City Project Manager as necessary to develop, execute, monitor, and evaluate the project.
2. Provide assistance to the City Project Coordinator with promotional and educational activities and review all written information to be distributed to program participants.
3. Monitor general project progress and review as necessary the Contractor's accounting records relating to project expenditures.

Project Budget and Terms of Payment:

Distribution of Cost Sharing:	METRO	Cities	Haulers	Total
1. Containers (including delivery from manufacturer)				
a. initial purchase	\$52,875	-0-	\$52,875	\$105,750
b. 10% replacement	-0-	-0-	10,575	10,575
2. Labor Costs				
a. Decal placement	1,705	-0-	-0-	1,705
b. Distribution	8,895	-0-	8,895	17,790
c. Add'l overhead	-0-	-0-	50,856	50,856
d. Add'l material handling	-0-	-0-	214,500	214,500
3. Add'l or New Equipment	-0-	-0-	250,000	250,000
4. Printing				
a. Decals	3,525	-0-	-0-	3,525
b. Door Hangers/Flyers	3,000	3,000	-0-	6,000
5. Project Coordination: City of Gresham staff	-0-	7,200	-0-	7,200
PROJECT TOTALS:	<u>\$70,000</u>	<u>+</u> <u>\$10,200</u>	<u>+</u> <u>\$587,701</u>	<u>=</u> <u>\$667,901</u>
Cost Sharing as Percent of total Project costs:	<u>10%</u>	<u>+</u> <u>2%</u>	<u>+</u> <u>88%</u>	<u>=</u> <u>100%</u>

Contractor shall receive \$70,000, Metro's portion of the total project budget, from METRO on or before September 30, 1990. All expenditures over the total amount budgeted as METRO's cost share of \$70,000 shall be incurred by the Contractor or the haulers.

Both parties agree that the budget categories noted on the previous page are estimates of Contractor's and Hauler's expenses and that actual expenditures may vary from the amounts listed for each category.

Contractor shall maintain records of all project expenditures by the budget categories listed above and shall provide a written record of project expenditures within seven days written request by METRO.

STAFF REPORT

CONSIDERATION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM (ON BEHALF OF GRESHAM, TROUTDALE, WOOD VILLAGE, AND FAIRVIEW) TO PURCHASE, DISTRIBUTE, AND PROMOTE CURBSIDE RECYCLING CONTAINERS

July 26, 1990

Presented by: Debbie Gorham
Pamela Kambur

Background

The Waste Reduction Chapter of the Regional Solid Waste Management Plan established an objective to provide containers for curbside recycling to every single-family residence in the Metro region. The minimum standards for the 1990-91 fiscal year outlined in the Annual Waste Reduction Program For Local Government require each jurisdiction to: "Prepare and schedule the implementation of a recycling container collection system." This standard ensures that full implementation of containers throughout the region will be completed by the end of the following fiscal year, June 30, 1992.

During the past fiscal year, Metro assisted in the funding of approximately 65,000 single bin recycling containers in Clackamas County. Preliminary analysis of collection data indicates that participation in curbside recycling has increased significantly. Participation has tripled in some neighborhoods. Overall, Clackamas County staff expect at least a doubling of the volumes recycled.

Representatives from each DEQ Wasteshed have met with Metro staff to discuss tentative timelines for implementation of the container program in the rest of the region. From these discussions, the cities of eastern Multnomah County have worked together to be the next area to purchase and distribute containers. The attached Intergovernmental Agreement reflects the same level of Metro funding support as the Clackamas County proposal, approximately \$3.00 per single family household. Metro's portion of the total cost of implementing the container program is approximately 10%.

The City of Gresham has volunteered to serve as the lead agency to coordinate this project. Gresham is in the process of obtaining intergovernmental agreements with the cities of Troutdale, Wood Village and Fairview and has worked with haulers in each of the cities to obtain their input and agreement to the proposal. In addition, the neighborhood of "Interlachen" in unincorporated Multnomah County will be covered in this proposal as it is serviced by one of the Gresham haulers.

The \$70,000 cost to Metro is budgeted in a FY 1990-91 line item totaling \$250,000. It is expected that Washington County will request the remaining \$180,000 late in the fiscal year. Next year's budget request, FY 1991-92, will reflect any additional funds needed to complete Washington County's proposal and as well as recycling containers for the City of Portland.

Executive Officer's Recommendation

The Executive Officer recommends that Metro enter into an intergovernmental agreement with the City of Gresham for the purchase of curbside containers for East Multnomah Cities.



GRANT/CONTRACT SUMMARY

METRO METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 901-389

BUDGET CODE NO. 531-313200-528100-75700

FUND: _____ DEPARTMENT: SW

(IF MORE THAN ONE) _____

SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

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

1. PURPOSE OF GRANT/CONTRACT CONTAINERS FOR CURBSIDE RECYCLING IN EAST MULTNOMAH CITIES (GRESHAM, FAIRVIEW, WOOD VILLAGE, TROUTDALE)

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

OR

TYPE OF REVENUE ☐ GRANT ☐ CONTRACT ☐ OTHER

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

DEPT. HEAD _____
 CONTRACT ADM. _____
 SECRETARY _____

4. PARTIES GRESHAM, CITY OF

5. EFFECTIVE DATE SEPTEMBER 4, 1990

TERMINATION DATE October 31, 1991
 (THIS IS A CHANGE FROM _____)

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

TOTAL

\$ 70,000
 \$ 70,000

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1990-91

B. BUDGET LINE ITEM NAME PAYMENT TO OTHER AGENCIES AMOUNT APPROPRIATED FOR CONTRACT

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF July 1, 1990

\$ _____
 \$ 250,000
 \$ 250,000

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

SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS

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

16. COMMENTS:

The City of Gresham is coordinating this project and will be entering into "sub-intergovernmental agreements" with the cities of Troutdale, Wood Village & Fairview.

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

DEPARTMENT HEAD

FISCAL REVIEW

BUDGET REVIEW

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

1. _____
COUNCILOR

2. _____
COUNCILOR

3. _____
COUNCILOR

COUNCIL REVIEW

(IF REQUIRED)

DATE _____

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000 _____

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES *J. Blaylock* _____

RECEIVED

JUL 31 1990

TIME *1:00 PM*
METRO SERVICE DISTRICT
OFFICE GENERAL COUNSEL

Agenda Item No. 5.1
Meeting Date: August 23, 1990

Ordinance No. 90-359

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ADOPTING
THE PLAN DEVELOPMENT AND AMENDMENT
CHAPTER OF THE REGIONAL SOLID WASTE
MANAGEMENT PLAN

) ORDINANCE NO. 90-359
) Introduced by
) Rena Cusma,
) Executive Officer

WHEREAS, Metropolitan Service District Ordinance No. 88-266B adopted the Regional Solid Waste Management Plan as a functional plan; and

WHEREAS, There is a need to formalize the process for adding new chapters and amending existing chapters of the Plan; now therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY
ORDAINS:

That the Regional Solid Waste Management Plan is amended to include the expanded Chapter 17, Plan Development and Amendment, shown as Exhibit A to this ordinance.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1990.

Tanya Collier, Presiding Officer

ATTEST:

Clerk of the Council

Exhibit A

CHAPTER 17 - PLAN DEVELOPMENT AND AMENDMENT

POLICIES

- 17.0 The Solid Waste Management Plan shall be developed and amended through a regional cooperative process between Metro, the cities, the counties, solid waste industry representatives, citizens and other affected parties.
- 17.1 The Solid Waste Management Plan shall include a process for developing and amending the plan, and shall define the roles and responsibilities of Metro, the cities, the counties, solid waste industry representatives, citizens and other affected parties.
- ~~17.2 The Solid Waste Management Plan shall be consistent with existing Metro policies for managing solid waste.~~
- ~~17.3~~ Amendments to existing plan policies may occur during the planning process whenever a need is demonstrated.

* * * * *

PURPOSE

The Regional Solid Waste Management Plan (RSWMP) is a dynamic planning document which is designed to respond to changing conditions at the Federal, state and local level. The Plan must also be adaptable in order to embrace innovative waste management techniques and technologies. The Plan Development and Amendment Chapter was developed to achieve these goals by establishing a process for introducing and incorporating newly-completed chapters, updated information, and amendments to the document.

The objective of this chapter is to outline appropriate procedures for the amendment process by addressing:

- o Categories of amendments;
- o Criteria for amendments;
- o The decision-making process;
- o Public involvement; and
- o Timing / Five-year Plan review.

Categories of Amendments

The Plan Development and Amendment Chapter establishes procedures to process the following categories of amendments.

- o New chapters. The Plan will incorporate new chapters as they are completed and adopted.
- o Amendments which affect Plan policy. An amendment may either introduce a new policy or reflect a change in direction from an adopted policy.
- o System programs. Amendments may be necessary to incorporate additional solid waste management programs or reflect a change in current program priorities.
- o System facilities. Amendments affecting facilities may encompass major changes to facilities such as utilizing an innovative technology.
- o Plan uniformity. Amendments in this category include updates, minor revisions to factual information, and amendments which improve the Plan's format and consistency.
- o Five-year Plan review. The Plan will undergo a major review and update every five years.

Criteria for Amendments

For proper consideration of proposed plan amendments which affect Plan policy, solid waste programs, solid waste facilities, and those amendments introduced as a result of the five-year plan review, the following criteria must be met.

- 1) How the amendment is consistent with the goal, objectives and/or policies of the Regional Solid Waste Management Plan, except when an amendment represents a distinct policy change.
- 2) Demonstrated need for the amendment. For example, how does the amendment increase waste reduction levels, result in a major cost savings, introduce a needed new technology, or improve RSWMP consistency.

As new chapters of the the Plan are developed they will be subjected to the normal review and approval process by the planning committees consistent with the provisions of RSWMP Chapter 15, Public Involvement and Education. It will not be necessary to measure new chapters or plan uniformity amendments against the above criteria.

The Decision-Making Process

Metro, cities and counties, the solid waste industry, and other interested parties may introduce amendments to the Regional Solid Waste Management Plan. Requests must be in writing and submitted directly to Metro Director of Planning and Development, with the exception of Plan changes or amendments which are proposed by Metro staff. The individual or agency submitting a proposal must include justification for the amendment.

Metro staff will review amendment proposals, weigh them against the criteria for amendments, and prepare analyses and recommendations for the Policy Committee. The Solid Waste Planning Technical Committee will be consulted by staff as is appropriate and necessary.

Metro will submit all amendments to the state Department of Environmental Quality (DEQ) for review and comment to comply with the following administrative rule and statutes:

OAR 340-61-026 Denial of permits for disposal sites;

ORS 459.035 Assistance in development and implementation of solid waste management plans and practices and recycling programs;

ORS 459.055 (2) disposal site permits in an area zoned for exclusive farm use;

ORS 459.055 (5) waste reduction programs prepared for disposal sites in an area zoned for exclusive farm use;

ORS 459.340 (2) DEQ review and comment of amendments to the Regional Solid Waste Reduction Program (incorporated into the RSWMP as a component of the Waste Reduction Chapter).

The Policy Committee will review all amendment proposals and make recommendations to the Metro Council for final approval. All amendments to the RSWMP will be adopted by ordinance.

Public Involvement

Citizens will have an opportunity to comment on amendment proposals. The public involvement process for Regional Solid Waste Management Plan amendments will be consistent with the provisions of RSWMP Chapter 15, Public Involvement and Education.

Newsletters or other informational pieces may be published as appropriate and distributed to affected neighborhood

associations, business and civic organizations and all individuals interested in solid waste issues. The Metro Council will hold a public hearing on all amendments prior to adoption. The scope and significance of an amendment proposal will guide the Metro Council in determining the appropriate level of public input.

Timing / Five-year Review

Amendments may be submitted for consideration at any time. Planning and Development staff will present proposed amendments with recommendations to the Policy Committee for their review at the first Policy Committee meeting to be held within forty-five (45) days of receipt.

In order to promote and maintain long-term Plan uniformity and consistency, there will be a major review and update to the Regional Solid Waste Management Plan every five years. This review will include a report which measures the success of the Plan in meeting established objectives. The five-year revision will incorporate:

- 1) current data on population and employment, waste composition, recycling levels and waste disposed;
- 2) amendments resulting from the comprehensive system analysis that evaluates waste reduction goals and programs;
- 3) changing facility needs; and
- 4) changing program requirements.

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 90-359 FOR THE PURPOSE OF AMENDING THE REGIONAL SOLID WASTE MANAGEMENT PLAN TO INCORPORATE THE PLAN DEVELOPMENT AND AMENDMENT CHAPTER

Date: July 24, 1990

Presented by: Richard Carson

PROPOSED ACTION

Ordinance No. 90-359 amends the Regional Solid Waste Management Plan to incorporate the Plan Development and Amendment Chapter. The Chapter establishes a process for incorporating future chapters into the Plan.

FACTUAL BACKGROUND AND ANALYSIS

The Regional Solid Waste Management Plan was adopted by Council as a policy framework which will incorporate additional chapters upon completion of technical analysis and recommendations to the Council by solid waste policy and technical committees.

The need for a formal process for adopting completed chapters and revising adopted chapters was acknowledged with initial adoption of the Plan, which included policies for Chapter 17, Plan Development and Amendment.

The Plan Development and Amendment Chapter establishes a process for introducing new chapters and incorporating revisions to adopted chapters by addressing categories of amendments, criteria for amendments, the decision-making process, public involvement, and a five-year plan review.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance 90-359, adopting the Plan Development and Amendment Chapter of the Regional Solid Waste Management Plan.

Agenda Item No. 5.2
Meeting Date: August 23, 1990

Ordinance No. 90-360

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

AN ORDINANCE AMENDING ORDINANCE NO.)
90-340A REVISING THE FY 1990-91)
BUDGET AND APPROPRIATIONS SCHEDULE)
FOR ADDING ONE FULL TIME ASSOCIATE)
MANAGEMENT ANALYST (.75 FTE) IN THE)
PERSONNEL DIVISION)

ORDINANCE NO. 90-360

Introduced by Rena Cusma,
Executive Officer

WHEREAS, The Council of the Metropolitan Service District has
reviewed and considered the need to modify the FY 1990-91 Budget; and

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

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

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

That Ordinance No. 90-340A, Exhibit B, FY 1990-91 Budget, and
Exhibit C, Schedule of Appropriations, are hereby amended as shown in
Exhibits A and B to this Ordinance for the purposes of adding one FTE
Associate Management Analyst in the Personnel Division.

ADOPTED by the Council of the Metropolitan Service District this

_____ day of _____, 1990.

Tanya Collier, Presiding Officer

ATTEST:

Clerk of the Council

kr:ord90-91:pers:ord
7/26/90

EXHIBIT A
ORDINANCE NO. 90-360

FISCAL YEAR 1990-91		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	PTE	AMOUNT	PTE	AMOUNT	PTE	AMOUNT
SUPPORT SERVICES FUND: Personnel							
	Personal Services						
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Personnel Manager	1.00	51,197		(4,000)	1.00	47,197
	Assistant Personnel Manager	1.00	40,413			1.00	40,413
	Sr. Management Analyst	1.00	40,413		(5,334)	1.00	35,079
	Assoc. Management Analyst	2.00	71,525	1.00	17,647	3.00	89,172
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	1.00	21,271			1.00	21,271
	Personnel Clerk	1.00	17,962			1.00	17,962
	Accounting Clerk 1	0.50	8,981			0.50	8,981
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary Administrative Support	0.25	4,374			0.25	4,374
512000	FRINGE		79,402		3,576		82,978
	Total Personal Services	7.75	335,538	1.00	11,889	8.75	347,427
	Materials & Services						
521100	Office Supplies		1,000		2,895		3,895
521310	Subscriptions		600				600
521320	Dues		750				750
524210	Data Processing Services		7,500				7,500
526200	Ads & Legal Notices		10,000				10,000
526500	Travel		675				675
526700	Temporary Help Services		4,825				4,825
526800	Training, Tuition, Conferences		2,200		500		2,700
529500	Meetings		500				500
	Total Materials & Services		28,050		3,395		31,445
	Capital Outlay						
571500	Purchases-Office Furniture & Equipment		5,436		2,600		8,036
	Total Capital Outlay		5,436		2,600		8,036
	TOTAL EXPENDITURES	7.75	369,024	1.00	17,884	8.75	386,908

EXHIBIT A
ORDINANCE NO. 90-360

FISCAL YEAR 1990-91		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
SUPPORT SERVICES FUND:General Expenses							
	Interfund Transfers						
581513	Trans. Indirect Costs to Bldg. Fund		249,137				249,137
581615	Trans. Indirect Costs to Insurance Fund		26,762				26,762
	Total Interfund Transfers		275,899		0		275,899
	Contingency and Unappropriated Balance						
599999	Contingency		150,000		(17,884)		132,116
	Unappropriated Fund Balance		30,000				30,000
	Total Contingency and Unappropriated Balance		180,000		(17,884)		162,116
	TOTAL EXPENDITURES	61.70	4,377,122	1.00	0	62.70	4,377,122

EXHIBIT B
ORDINANCE NO. 90-360
SCHEDULE OF APPROPRIATIONS FY 1990-91

	CURRENT APPROPRIATION	REVISION	PROPOSED APPROPRIATION
SUPPORT SERVICES FUND			

Finance & Administration			
Personal Services	1,569,883		1,569,883
Materials & Services	940,004		940,004
Capital Outlay	59,511		59,511
	-----	-----	-----
Subtotal	2,569,398	0	2,569,398
Personnel			
Personal Services	335,538	11,889	347,427
Materials & Services	28,050	3,395	31,445
Capital Outlay	5,436	2,600	8,036
	-----	-----	-----
Subtotal	369,024	17,884	386,908
Office of General Counsel			
Personal Services	296,913		296,913
Materials & Services	18,120		18,120
Capital Outlay	8,500		8,500
	-----	-----	-----
Subtotal	323,533	0	323,533
Public Affairs			
Personal Services	547,839		547,839
Materials & Services	98,661		98,661
Capital Outlay	12,768		12,768
	-----	-----	-----
Subtotal	659,268	0	659,268
General Expense			
Contingency	150,000	(17,884)	132,116
Interfund Transfers	275,899		275,899
	-----	-----	-----
Subtotal	425,899	(17,884)	408,015
Unappropriated Balance	30,000		30,000
Total Support Services Fund Requirements	4,377,122	0	4,377,122

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 90-360 AMENDING ORDINANCE NO. 90-340A REVISING THE FY 1990-91 BUDGET AND APPROPRIATIONS SCHEDULE ADDING ONE FULL TIME ASSOCIATE MANAGEMENT ANALYST IN THE PERSONNEL DIVISION

Date: July 26, 1990

Presented by: Karen Delaney

FACTUAL BACKGROUND AND ANALYSIS

Prior to July 1, 1990, and the assumption of the Metro ERC facilities, workers compensation under the State Accident Insurance Fund was covered under a "retro premium" policy. Based on retrospective history, \$345,000 was budgeted for FY 1990-91 to cover workers compensation premiums. This amount was determined based on Metro's history only, and, due to the lack of any available documentation and the timeframe during which the budget was prepared and adopted, the impact of Metro ERC was not able to be determined. On July 1, 1990 Metro entered into a FY 1990-91 contract with SAIF based on the history of both entities, and changed the coverage from a "retro premium" to an "incurred loss" program based on the advice and counsel of the agency's broker of record. The potential premium liability for this coverage is \$742,000 for the Fiscal Year. In addition to a dramatic increase in Metro's potential fiscal liability, the July 1st assumption of the Metro ERC facilities significantly increased the sheer scope of the workers compensation activities in the agency.

Based on the history as outlined above, and on the clearly apparent needs to manage, as opposed to simply administer, the workers compensation/safety program for the agency, it is critical that sufficient staff support be made available. Such support does not currently exist within the authorized Personnel Division staff. The primary focus of the requested position will be to manage the agency's workers compensation program including all associated tasks for Metro Center, the Metro Washington Park Zoo, and Metro ERC facilities. In addition to monitoring all claims and assisting in claims investigation, with the anticipated result of reducing claims costs to the agency and ensuring that the agency's potential premium liability is not realized, a major goal of the position will be to develop safety programs to reduce claims and develop and administer cost containment measures to address future liability. Tasks will include, but not be limited to, reviewing and providing input into all site evaluations conducted by SAIF, establishing procedures for routing and efficient handling of claims reports, monitoring the progress of all claims to reduce reserves, reviewing work sites for possible light duty positions and ensuring that injured workers are returned to such positions as rapidly as possible, and establishing other cost control measures to insure that costs to the agency are maintained at the lowest possible level. Since Metro is now participating in an incurred loss program, such activities can result in significant savings to the agency.

BUDGET IMPACT

This Ordinance amends the Fiscal Year 1990-91 Budget, to transfer funds from Contingency to the Executive Management Department, Personnel Division for the purpose of funding one full time Associate Management Analyst beginning October 1, 1990 (.75 FTE) to manage the Workers Compensation Program for the agency. The position request is attached to this report. Requested funds in the amount of \$17,884 to be transferred from contingency, in addition to funds currently available in the Personnel Division budget in the amount of \$17,334, will support both the Personal Services component of the program, and the additional Materials and Services and Capital Outlay needs. The total request is itemized below.

Personnel Services

New .75 FTE Associate Management Analyst	\$21,647
Associated fringe	7,576
Savings in current budgeted position:	
- Personnel Manager	(4,000)
- Senior Management Analyst	(5,334)
- Associate Management Analyst	(4,000)
- Fringe	(4,000)

Materials & Services

General Office Supplies	\$ 100
Telephone	90
Training and seminars	500
Office Furniture	2,705

Capital Outlay

Personnel Computer	<u>\$ 2,600</u>
--------------------	-----------------

TOTAL REQUEST FROM CONTINGENCY	\$17,884
---------------------------------------	-----------------

EXECUTIVE OFFICER'S RECOMMENDATION

Creation of the requested position will accomplish the agency goal of reducing workers compensation costs, enhancing agency-wide safety, and insuring that the agency is in full compliance with all applicable workers compensation laws and guidelines. The Executive Officer recommends adoption of Ordinance No. 90-360 adding one full-time Associate Management Analyst beginning October 1, 1990 (.75 FTE) in the Personnel Division.



New Position/Reclass/ FTE Increase Request

Fiscal Year 1990-91

ACTION REQUESTED

Create .75 FTE position of Associate Management Analyst in the Executive Management Department, Personnel Division, budget.

INCUMBENT

Duties are currently being performed by a temporary employee - position, if authorized, will be filled through a formal recruitment/selection process per Code.

DUTIES AND RESPONSIBILITIES

The primary focus of this position will be to manage the agency's Workers Compensation program, including all associated tasks, for Metro Center, Metro Washington Park Zoo, and Metro ERC facilities. Duties will include, but not be limited to, monitoring all claims and assisting in claims investigation, reviewing all site evaluations performed by SAIF staff and providing input to the evaluations, establishing procedures for routing of claims reports, reviewing and implementing return to work and light duty positions, reviewing and revising reporting and claims payment procedures, and establishing cost control measures to ensure costs to the agency are maintained at the lowest possible level. In addition, this position is to be responsible for developing and implementing an agency-wide safety program and return to work program for employees injured on or off the job. The employee filling this position will be the agency liaison with the collective bargaining agreement mandated Safety Committees and will assist in the implementation of adopted safety recommendations.

This position may be assigned additional personnel generalist duties in support of the agency's personnel function as necessary.

QUALIFICATIONS

Knowledge of: principles, practices and legislation applicable to workers compensation; principles and practices of public personnel administration.

Skill in: reading, interpreting and enforcing laws, rules and regulations; analyzing issues and making recommendations for solution; developing and implementing programs to address an identified need; effective oral and written communications.

Ability to: establish and maintain effective working relationships with Metro and MERC staff, representatives of other governmental units (ie. SAIF) and the insurance industry; work independently and as part of a team.

Bachelor's degree in personnel, public administration or a related field and a minimum of two years experience in personnel. Experience in coordinating a workers compensation program preferred.

JUSTIFICATION

On July 1, 1990 with the assumption of the MERC staff into Metro's workers compensation system, and with changes within the State Accident Insurance Fund resulting in significantly increased premium rates, the agency has assumed a potential premium liability of \$742,000 for workers compensation insurance. Based on retrospective premium rate review (and having no documentation regarding MERC history), \$345,000 was budgeted for workers compensation during Fiscal Year 1990-91. This dramatically increased liability, as well as the need to manage the total area of work related injury/illness claims and develop long range cost containment strategies for the agency, underscores the need for a professional staff member to serve as the workers compensation program manager. As Metro is currently under an "incurred loss" program, rather than the previous "retro premium" program, the activities of the staff member assigned to this area can result in significant savings to the agency, not only from the standpoint of claims management and cost containment, but also in the area of long range planning and safety training.

In summary, this position is needed to ensure cost effective claims management and safety services, to limit the agency's potential premium liability insofar as possible, and to enhance the safety of the workplace for all employees.

BUDGET IMPACT

Salary:	\$21,647.
Fringe:	7,576.
Total Personal Services:	\$29,223.
Materials and Services:	3,395.
Capital Outlay:	2,600.
TOTAL REQUEST:	\$35,218.

A:FTEREQ

Agenda Item No. 6.1
Meeting Date: August 23, 1990

Ordinance No. 90-350

FINANCE COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 90-350, AMENDING METRO CODE SECTION 5.02.060 TO UPDATE THE CREDIT POLITY

Date: August 16, 1990

Presented by: Councilor Devlin

COMMITTEE RECOMMENDATION: The Committee considered the Ordinance at its June 6, 1990 meeting. The Committee voted unanimously to recommend approval of Ordinance No. 90-350 as amended. Voting yes were Councilors Devlin, Gardner and Wyers. Councilors Collier and Van Bergen were excused.

COMMITTEE DISCUSSION/ISSUES: Bob Ricks, Senior Management Analyst, presented the staff report. He indicated that the purpose of the Ordinance is to update the Code to allow more flexibility to deal with individual credit accounts in a timely fashion to minimize credit losses. The need for an updated policy stems from the increase in the number of credit customers in the past four years.

Council staff suggested a change to the Ordinance requiring written notice to the Council of adjustments over \$500 to credit accounts (See Exhibit A). The Committee amended the Ordinance to require such reporting.

DEC:aeb
Attachment

A:\ORD-350.RPT

**METRO**2000 S.W. First Avenue
Portland, OR 97201-5398
503-221-1646**Memorandum** (FIN. COMMITTEE REPORT/
ORD. 90-350)

DATE: June 7, 1990

TO: Finance Committee

FROM: Donald E. Carlson, Council Administrator

RE: Review of Ordinance No. 90-350

This ordinance amends the Metro Code to update the District's credit policies. The amendments appear to be appropriate in that they fix responsibilities on the Executive Officer to administer the policies rather than the Solid Waste Director and they authorize the Executive Officer flexibility to make certain adjustments to credit accounts consistent with prudent credit practices.

A possible addition to the ordinance would be language requiring the Executive Officer to report in writing to the Council when these adjustments are made. If the Committee is interested in pursuing this idea, then the following language could be inserted in subsection (h) after the word "practices" at the end of the first sentence:

"....The Executive Officer shall report any such action to the Council in writing within two weeks of taking the action."

Another issue is the question of delegation of authority. It is unclear to Council staff whether or not this ordinance delegates responsibility to the appropriate department for the approval of credit for solid waste services. Also, is it the intent that authority to make the credit "adjustments" listed is to be delegated?

DEC:aeb
A:\90-350.MEM

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING METRO	)	ORDINANCE NO. 90-350
CODE SECTION 5.02.060 TO UPDATE THE)	
CREDIT POLICY.	)	Introduced by Rena Cusma,
	)	Executive Officer

WHEREAS, The Metropolitan Service District's credit policy has been established by ordinance in Metro Code 5.02.060 providing the terms of credit for commercial haulers using Metro solid waste disposal facilities; and

WHEREAS, To efficiently conduct solid waste services it is necessary to delegate customary and prudent credit management authority for timely decision making; now therefore,
THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

Metro Code Section 5.02.060 is amended to read as follows:

5.02.060 Payment of Disposal Charges and Surcharges;
Credit Policy:

(a) Disposal charges and out-of-state surcharges established pursuant to Sections 5.02.020, 5.02.025 and 5.02.055 of this chapter may be paid in cash or check at the time of disposal, or may be paid pursuant to the credit policy established in this section.

(b) For purposes of this section, the following definitions shall apply:

(1) Account charges are "due" on or before the last day of the Month billed and are "past due" thereafter.

(2) Account charges are "30 days past due" on the first day of the month following billing.

(3) Account charges are "45" days past due" on the fifteenth day of the month following billing.

(4) Account charges are "60 days past due" on the first day of the second month following billing.

(c) Persons wishing to dispose of solid waste at Metro disposal facilities on a credit basis shall be required to first submit and have approved an application for credit on a form provided by Metro. That application shall include such provisions as the Metro [~~Director of Solid Waste~~] Executive Officer deems necessary to secure prompt payment. Approval shall be [~~by the Director, and approval shall be granted unless good cause is shown for denial of credit~~] consistent with prudent credit practices.

(d) A finance charge of one and one-half (1-1/2) percent per month (18 percent per annum), computed from the date an account becomes thirty (30) days past due, will be assessed on all accounts which become sixty (60) days past due and will be added to the oldest months charges past due. Finance charges will continue to be assessed on negotiated repayment schedules.

(e) Accounts 45 days past due may be placed on a "cash only" basis until the account is paid in full or brought to within 30 days past due. If an account is allowed to become 60 days past due, permission to dispose of waste at the facility may be denied until the account and finance charges are paid in full.

(f) If, pursuant to subsection (e) of this section, an account is placed on a "cash only" basis more than once during any consecutive 12-month period, or if service is denied because the account is allowed to become 60 days past due, the account may be required to submit a new application for credit. Such new application must be accompanied by a satisfactory payment guarantee bond, or other payment guarantee acceptable to the ~~[Director of Solid Waste]~~ Executive Officer, which is:

- (1) Effective for one year; and
- (2) Collectable if the account again becomes 60 days overdue during the period of the bond; and
- (3) In an amount equal to 150 percent of the amount due when credit was last suspended or service was denied, whichever is greater.

(g) If a credit customer sells, terminates, or makes substantial changes in the scope of their business after their application for credit was approved, they must notify Metro of this sale,

termination, or substantial change immediately. Credit may be discontinued until and unless an application containing the new information is approved.

(h) Adjustment of accounts receivable and reversing of finance charges will follow prudent credit practices; adjustments over \$500 will be reported to the Council in writing on a monthly basis, and adjustments over \$10,000 will require Council approval.

(i) The Executive Officer may end pursuit of accounts receivable, consistent with prudent credit practices, when the likelihood of collecting does not justify further collection costs. Such actions will be reported to the Council in writing on a monthly basis when the amount exceeds \$500, and amounts over \$10,000 will require Council approval.

ADOPTED by the Council of the Metropolitan Service

District this _____ day of _____, 1990.

Tanya Collier, Presiding Officer

ATTEST:

Clerk of the Council

RSR/gpwb
90350.ord
08-07-90

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 90-350 AMENDING METRO CODE SECTION 5.02.060 TO UPDATE THE CREDIT POLICY.

Date: July 2, 1990

Presented by: Bob Ricks

FACTUAL BACKGROUND AND ANALYSIS

The original credit policy was established by Ordinance No. 82-146 on November 4, 1982. Since that time, the dollar volume of activity has increased by thirty times and the Financial Services Division has hired a professional credit manager to manage the credit function for the Solid Waste Department. We currently manage over 800 active accounts with many accounts being added or closed each month. As with any organization managing credit, it is necessary to have flexibility in dealing with individual accounts in a timely manner in order to minimize credit losses while still allowing small businesses to participate.

This ordinance makes the following changes:

1. Approval Authority for Lines of Credit with Metro for Solid Waste Services

Persons wishing to dispose of solid waste at Metro disposal facilities on a credit basis are required to first submit and have approved an application for credit on a form provided by Metro. The current ordinance specifies the Director of Solid Waste as responsible for the approval. The proposed modification to Metro Code Section 5.02.060(c) would allow the Executive Officer to delegate the responsibility to the appropriate individuals. A similar modification to Section 5.02.060(f), from the Director of Solid Waste to the Executive officer, relates to reinstatement of credit after a customer has been placed on a cash only basis.

2. More Stringent Standards for Granting Credit

~~Section 5.02.060(c) is changed from and approval shall be granted unless good cause is shown for denial of credit to~~
consistent with prudent credit practices.

3. Negotiation of Repayment Schedules, Section 5.02.060(d)

The present code stipulates than an account 45 days past due may be placed on a "cash only" basis. At times companies have short-term cash flow problems where insistence of complete prompt payment could push them into bankruptcy. In some of those cases an extended repayment schedule, with payment exceeding the current month's new charges, provides

the probability of higher recovery than demanding all payment at one time. The proposed policy stipulates that finance charges will continue to be assessed even in the event of a negotiated repayment schedule.

4. No Transfer of Credit

To eliminate another potential credit abuse, the addition of Section 5.02.060(g) prevents credit approval from being transferred upon sale, termination, or substantial change in the scope of a business after their application for credit was approved. The customer is required to notify Metro of the change and credit may then be discontinued until and unless an application containing the new information is approved.

5. Adjusting Accounts Receivable for Administrative Convenience and Reversing Finance Charges, Section 5.02.060(h)

Discrepancies \$10 or less are routinely forgiven by the City of Portland and other governmental agencies when their credit managers do not see a pattern of abuse. This costs less than the necessary special account reconciliation and discussion with the customer to determine and demonstrate that the error is not the agency's.

The ability to negotiate a reversal of a portion of the finance charge is a standard tool in credit management. It will be used to achieve collections when disputes in amount due do not justify the time and expense of legal action and in some cases the cost of attempts to find attachable assets if legal action is successful.

6. Ending Pursuit of an Account Receivable, Section 5.02.060(i)

Some companies go out of business, enter bankruptcy with negligible assets, leave the state, etc. When the chance of achieving a collectable judgement of adequate size to economically compensate for the cost of collection efforts is low, it is proposed that the Executive Officer have the authority to end pursuit of the receivable. The credit manager can evaluate the economic merits of pursuit below the small claims court limit. Consultation with legal counsel is available concerning costs and likely results for cases that would require higher level legal pursuit.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 90-350, updating the credit policy.

Agenda Item No. 6.2
Meeting Date: August 23, 1990

Ordinance No. 90-347



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503.221-1646

Memorandum

Date: August 7, 1990
To: Intergovernmental Relations Committee
From: Jessica *JP* Marlitt, Council Analyst
Regarding: ORDINANCE NO. 90-347

Ordinance No. 90-347 was first considered by the Intergovernmental Relations (IGR) Committee May 8, 1990 and reviewed at the Committee's last meeting, July 24. Councilor Collier, who introduced the ordinance, said its intent is to prevent Metro's General Counsel from being caught in the middle of legal disputes between the Executive Officer and the Council. General Counsel Cooper noted the Council and the Executive Officer have independent authority to fire the General Counsel if he fails to serve either party, providing an informal mechanism to maintain the balance between the two government branches.

The Committee's July 24 discussion focussed on defining the legal impact of General Counsel opinions on Metro (addressing the term "binding" as used in the ordinance) and clarifying the ordinance's potential impact on contracting cases where the Executive Officer's authority is challenged by an outside party.

The Committee unanimously deferred Ordinance No. 90-347 until the August 14 IGR meeting to allow General Counsel to review further the ordinance and address the two issues noted. General Counsel's review and proposed ordinance revisions are attached (August 1 memo to Presiding Officer Tanya Collier) for the Committee's consideration. If you have any questions or would like additional information, please contact me at the Council Office, extension 286.

jpmsix
a:\90347814.mem



METRO

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

August 1, 1990

The Honorable Tanya Collier
Presiding Officer
Metropolitan Service District
2000 S. W. First Avenue
Portland, OR 97201-5398

Dear Councilor Collier:

Re: Ordinance No. 90-347

Enclosed please find a revised version of Ordinance No. 90-347, which is now titled Ordinance No. 90-347-A.

In this draft I have attempted to resolve the concern raised by Councilor Hansen at the discussion with the Intergovernmental Relations Committee on July 24, 1990, regarding positions taken by the Office of General Counsel in court. I think the language now contained in subsection (e) resolves this issue by providing that the Office of General Counsel is not limited in its advocacy efforts on behalf of the District, but must conduct such advocacy consistent with previous opinions rendered pursuant to this section and that any positions taken during the advocacy efforts of the attorneys for the District do not constitute legal advice to the District.

Also, throughout the Ordinance I have removed the reference to opinions of the General Counsel being "binding" on the District and instead substituted the term "official guidance to" the District on such matters. I think this more accurately reflects the actual situation.

I will be unable to attend the Intergovernmental Relations Committee meeting scheduled for August 7. The Ordinance as printed in the No. 90-347-A version does, I believe, adequately deal with the issues raised at the previous

Executive Officer
Rena Cusma

Metro Council

Mike Ragsdale
Presiding Officer
District 1

Gary Hansen
Deputy Presiding
Officer
District 12

Lawrence Bauer
District 2

Jim Gardner
District 3

Richard Devlin
District 4

Tom DeJardin
District 5

George Van Bergen
District 6

Ruth McFarland
District 7

Judy Wyers
District 8

Tanya Collier
District 9

Roger Buchanan
District 10

David Knowles
District 11

The Honorable Tanya Collier
August 1, 1990
Page 2

Committee meeting, and if the Committee so desires is ready
for referral to the full Council.

Yours very truly,

A handwritten signature in dark ink, appearing to read "D. B. Cooper", written over a horizontal line.

Daniel B. Cooper,
General Counsel

gl
1186

Enclosure

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING	)	ORDINANCE NO. 90-347-A
METRO CODE CHAPTER 2.08, OFFICE)	
OF GENERAL COUNSEL	)	Introduced by
	)	Councilor Collier

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

Section 1. The Council finds:

There is a need to clarify the Duties and Powers of the Office of General Counsel regarding legal opinions interpreting the provisions of Oregon Law relating to the division of Powers, Duties and Authority of the Metro Council and the Metro Executive Officer.

Section 2. A new Section 2.08.080 "Opinions Regarding Division of Powers" is hereby added to Chapter 2.08 of the Metro Code.

2.08.080 Opinions Regarding Division of Powers:

(a) The General Counsel shall prepare written opinions regarding interpretations of Oregon Law including but not limited to ORS Chapter 268 as provided for herein. Opinions prepared in conformance with this section shall be binding-on official guidance to the District except as superseded by courts of law, legislative action administrative rules, or actions of other superior tribunals or bodies.

(b) Requests for opinions regarding interpretations of Oregon Law concerning the powers, duties, and authority of the Metro Council or the Metro Executive Officer as they relate to

the division of powers, duties, and authorities, or jointly held powers, duties, and authorities, shall be made only by the Executive Officer, the Presiding Officer, chairs of standing Council Committees, Committees acting by resolution, or the Council acting by resolution.

(c) Prior to commencing to prepare any requested opinion subject to the provisions of paragraph (b) this section, the General Counsel shall refer the request to both the Executive Officer and the Council. The issuance of an opinion shall require the concurrence of both the Council and the Executive Officer in the question to be answered. Council concurrence shall be by resolution, ~~and may be considered given if an~~ except where an opinion request is originally approved by the Council and the Executive Officer concurs in the request. Executive Officer concurrence shall be in writing.

(d) In the event the Council ~~or~~ and the Executive Officer fail to concur in a request for an opinion, either the Council or the Executive Officer may direct that the Office of General Counsel refer the question to outside legal counsel approved by the General Counsel and the requestor of the opinion subject to the provisions of Metro Code Chapter 2.04 and available budget appropriations. In the event any requested opinion is rendered by outside counsel, it shall not be ~~binding on~~ official guidance to the District but shall constitute legal advice to the requestor of the opinion only.

(e) Nothing contained herein shall restrict the Office of General Counsel from effectively advocating the legal interests

of the District in appearing before courts or tribunals. Such
advocacy shall be consistent with opinions rendered pursuant to
this section but the advocacy efforts of attorneys for the
District shall not constitute official guidance to the
District.

Tanya Collier, Presiding Officer

ATTEST:

Clerk of the Council

DBC/gl
1016

Agenda Item No. 7.1
Meeting Date: August 23, 1990

Order No. 90-22

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

IN THE MATTER OF CONTESTED)	
CASE HEARING ON THE	)	ORDER NO. 90-22
APPLICATION OF THE ROSE CITY)	
PLATING, INC. DISTRICT)	
RELOCATION CLAIM)	

WHEREAS, Rose City Plating, Inc. was a tenant on the site of the Oregon Convention Center; and

WHEREAS, Rose City Plating, Inc. was relocated from the convention center site under relocation regulations adopted by Metro and administered for Metro by the Portland Development Commission; and

WHEREAS, Rose City Plating negotiated a self-move agreement with the Portland Development Commission, resulting in the payment of \$292,206.69; and

WHEREAS, Rose City Plating, Inc. submitted a relocation claim to the Metropolitan Service District; and

WHEREAS, the claim was reviewed by the Executive Officer and rejected by letter dated October 17, 1989; and

WHEREAS, Rose City Plating, Inc. requested of the Council a contested case hearing for their claim through a letter dated November 9, 1990; and

WHEREAS, Pursuant to Metro's Relocation Regulations, a contested case hearing was held on March 1, 1990 before a Metropolitan Service District Hearings Officer; and

WHEREAS, On June 4, 1990, The Hearings Officer submitted Findings of Fact, Opinion, and Recommendation; and

WHEREAS, Pursuant to Metro Code 2.05.035, the Hearings Officer's Findings of Fact, Opinion, and Recommendation was sent to all parties on June 15, 1990 with a deadline of July 9, 1990 for submission of exceptions; and

WHEREAS, No exceptions to the Hearing Officer's Findings of Fact, Opinion, and Recommendation have been submitted; now therefore,

IT IS HEREBY ORDERED:

That the Council of the Metropolitan Service District accepts and adopts the Findings of Fact, Opinion, and Recommendation of the Hearing Officer in the matter of Contested Case Hearing on the Application of the Venetian Blind Co. Relocation Claim attached hereto as Exhibit A.

SO ORDERED this _____ day of _____, 1990.

Tanya Collier, Presiding Officer

RECEIVED

EXHIBIT A

JUN 4 1990

TIME 1:30 P.M.
METRO SERVICE DISTRICT
OFFICIAL RECORD

BEFORE THE COUNCIL OF THE

METROPOLITAN SERVICE DISTRICT

IN THE MATTER OF CONTESTED) FINDINGS OF FACT,
CASE HEARING ON THE) OPINION, AND
APPLICATION ON THE) RECOMMENDATION OF
ROSE CITY PLATING, INC.) HEARING OFFICER
DISTRICT LOCATION CLAIM)

This matter came for hearing on March 1, 1990 in Room 440, Metropolitan Service District Building, 2000 S.W. First Avenue, Portland, Oregon. Samuel J. Nicholls served as the Hearings Officer. Present at the hearing were: W. Stanley Jones, Chief, Property Management and Relocation, Portland Development Commission (hereinafter "PDC"); Jeannette M. Launer, legal counsel for PDC; Neil McFarlane, Senior Analyst, Convention Center Project, of Metropolitan Service District (hereinafter "MSD"); Nick LeBeck, President, Rose City Plating, Inc.; Sharon LeBeck; and Michael J. Morris, legal counsel for Rose City Plating, Inc. A verbatim record of the hearing was kept by tape recorder. The hearing record was held open for the submission of additional memoranda and they were timely filed.

FINDINGS OF FACT

1.

Rose City Plating, Inc. (hereinafter "claimant") is an Oregon corporation in good standing and operated its business at 700 N.E. Third Avenue, Portland, Oregon, from 1977 until February 31, 1988. Thereafter, claimant operated its business at 7884 S.E. 13th Avenue, Portland, Oregon. Claimant was entitled to certain payments from the PDC because the move of claimant's business was

1 necessitated by the construction of the Portland Convention Center.

2 2.

3 The payments to which claimant was entitled from the PDC are
4 governed by the MSD Relocation Regulations (hereinafter "the
5 regulations"). The regulations were first provided to claimant
6 during November, 1987.

7 3.

8 On April 7, 1989, the claimant wrote to MSD, seeking the
9 opportunity for a hearing regarding reimbursement of additional
10 relocation expenditures. On May 8, 1989, MSD declined to consider
11 this claim, as untimely filed. On August 7, 1989, Rose City wrote
12 to PDC and to the Executive Officer of MSD to "formalize a final
13 appeal." On October 17, 1989, MSD issued a final decision denying
14 the claim. That final decision was served on claimant.

15 4.

16 On November 9, 1989, claimant filed a request for a contested
17 case hearing.

18 5.

19 Claimant was given notice of the hearing held in this matter
20 and has stipulated that the notice was timely and proper.

21 6.

22 In March, 1986, the claimant was first notified of the
23 possibility of relocation. In December, 1986, PDC and claimant had
24 their first serious discussion on the relocation of claimant's
25 business.

26 7.

On July 31, 1987, PDC purchased the property at which claimant

1 had conducted its business, and thus established claimant's
2 eligibility for relocation benefits.

3 8.

4 On September 9, 1987, bids were solicited from Metro Machinery
5 Rigging, Inc., and others, to move claimant's business. The
6 request for bid included a detailed scope of the work to be
7 performed. This scope of work was developed jointly by PDC and
8 claimant.

9 9.

10 On September 18, 1987, the only response to the solicitation
11 of bids was submitted, by Metro Machinery Rigging, Inc. That bid
12 was in a total amount of \$284,839.

13 10.

14 On or about October 7, 1987, claimant and PDC reached an
15 agreement concerning payment for the relocation of claimant's
16 business, which included the following terms:

17 (a) Claimant agreed to relocate on a "self-move" basis. PDC
18 agreed to compensate Rose City by a "self-move" allowance in the
19 amount of \$284,339. This sum included payment of a disputed
20 craneway relocation expense of \$1,000.

21 (b) Advance payments were to be made after presentation of
22 suitable evidence that eligible relocation costs were incurred;
23 advance payments were not to exceed \$150,000.

24 (c) Claimant was to vacate the old site not later than
25 February 1, 1988. An additional period of time (until February 29,
26 1988) was granted, in which claimant was to remove contaminated

1 materials, and was subject to a separate agreement between claimant
2 and PDC.

3 (d) Certain eligible relocation costs were undetermined at
4 the time of the agreement and were not included in the specified
5 self-move payment. The amount to be reimbursed for these items was
6 to be determined later.

7 (e) Claimant was permitted to abandon certain items of
8 equipment on the old site, so long as they did not contain
9 hazardous materials.

10 11.

11 On October 13, 1987, claimant and PDC entered into a Personal
12 Services Agreement to remove wastes from the old location, in
13 exchange for the sum of \$10,000.

14 12.

15 On May 13, 1988, claimant submitted a bill seeking \$10,892.39
16 for the eligible relocation benefits which had not been liquidated
17 at the time of the October, 1987 agreement. After negotiation
18 between the parties, it was agreed that the sum of \$7,867.69 would
19 be paid. Subsequently, \$7,867.69 was paid to claimant.

20 13.

21 A total of \$292,206.69 was paid to claimant by PDC for
22 relocation costs.

23 14.

24 Claimant ceased business operations at the old site prior to
25 February 1, 1988. Some equipment of claimant remained at the site
26 until February 29, 1988, which was used by claimant in the

1 performance of its contract to abate hazardous wastes at the old
2 site. No rent was paid by claimant for the old site, after
3 February 1, 1988; rent had been paid to PDC from August 1, 1987
4 until January 31, 1988.

5 15.

6 There was no written submission of claim by claimant to MSD,
7 between February 1, 1988 and April 7, 1989.

8 16.

9 Claimant was told by PDC on more than one occasion, commencing
10 no later than May, 1988, that no additional relocation funds would
11 be paid by PDC.

12 17.

13 Claimant's old facility was 5,000 square feet. Claimant's new
14 facility is 10,000 square feet, plus a 5,000 square foot storage
15 lot.

16 OPINION

17 I. Introduction.

18 Since 1978, the claimant has been in the business of
19 adding decorative plating finishes to metal products. The
20 stripping, plating and lacquering processes in claimant's business
21 involve the use of hazardous chemicals, which are highly regulated
22 by the U.S. Environmental Protection Agency, the Oregon Department
23 of Environmental Quality and the Portland Bureau of Environmental
24 Services.

25 Claimant was required to move its business, because of
26 the construction of the Portland Convention Center. Claimant

1 elected to relocate on a "self-move" basis, and has been
2 compensated for a great deal of the expenses of moving to and
3 starting its business at the new location. In addition, claimant
4 was paid to abate hazardous wastes which were present at the old
5 site. This hearing concerns a claim for additional relocation
6 compensation.

7 Three basic issues were presented at the hearing. The
8 first concerned the timeliness of the claim. The second concerned
9 whether or not the categories of expenses in the claim would be
10 compensable, if timely filed. Third, if the individual categories
11 were determined to be compensable under the regulations, the merits
12 and specific amounts of those items were in dispute.

13 The third issue was not factually developed at the
14 hearing. By stipulation of the parties, it was agreed that a
15 bifurcated hearing would be conducted, and an inquiry into the
16 merits of individual portions of the claim would be developed only
17 in the event that a decision was reached that they are compensable.
18 In view of the conclusion reached by the hearings officer and the
19 recommendations which appear at the end of this opinion, a
20 bifurcated hearing will not be necessary.

21 II. Witnesses.

22 Two witnesses offered live testimony. W. Stanley Jones
23 testified on behalf of PDC. Nicholas LeBeck, President of the
24 claimant, testified for Rose City Plating, Inc.

25 //

26 //

1. III. Evidentiary Rulings.

2 27 exhibits were received, all without objection:

- 3 1. Decision of Rena Cusma, Executive Officer, denying
4 claim, dated October 17, 1989;
- 5 2. Claim of Rose City Plating, Inc. in letter from
6 Michael J. Morris, esquire, to Metro Council
7 Presiding Officer Ragsdale, dated November 9, 1989;
- 8 3. Letter from Mr. LeBeck to Metro, dated April 7,
9 1989;
- 10 4. Letter from Mr. McFarlane to Mr. LeBeck, dated May
11 8, 1989;
- 12 5. Letter from Mr. LeBeck to Metro and Portland
13 Development Commission, dated August 7, 1989;
- 14 6. Letter from Mr. Jones, PDC, to Metro Machinery
15 Rigging, Inc., seeking moving bid, dated September
16 9, 1987;
- 17 7. Bid from Metro Machinery Rigging, Inc. for move,
18 dated September 18, 1987;
- 19 8. Letter from Mr. Jones to Mr. LeBeck, dated October
20 8, 1987, re offer to pay for relocation on a self-
21 move basis;
- 22 9. Letter from Mr. Morris to Mr. Jones, dated September
23 10, 1987;
- 24 10. Letter from Mr. Morris to Ms. Launder, dated October
25 7, 1987, re self-move election and agreement re
26 other expenses;
11. Letter from Ms. Launer to Mr. Morris, dated October
 13, 1987, re agreement re removal of hazardous
 wastes, signed as accepted by Mr. LeBeck for
 claimant and Spencer Benfield for PDC;
12. Letter from Mr. LeBeck to Mr. Jones, dated May 13,
 1988;
13. Letter from Mr. LeBeck to Mr. Jones, dated December
 7, 1987, requesting partial payment of self-move
 expenses;
14. Memorandum from Mr. Jones to Mr. McFarlane, dated
 April 18, 1989;

- 1 15. Letter from Metro Machinery Rigging to PDC, dated
2 September 2, 1987;
- 3 16. Letter from Fred Hansen, Director of Oregon
4 Department of Environmental Quality, to Ms. Cusma
5 of Metro, dated February 28, 1990;
- 6 17. Schematic drawing of plumbing on exterior of new
7 site;
- 8 18. Letter from PDC to IRS, dated December 1, 1988;
- 9 19. Memorandum from Mr. McFarlane to Mr. Benfield, dated
10 July 13, 1988, re relocation benefit appeals;
- 11 20. Memorandum from Mr. Benfield to Mr. Chris Tobkin,
12 dated February 8, 1989;
- 13 21. Letter from Ms. Launer to Mr. Morris, dated October
14 8, 1987, re agreement;
- 15 22. Rose City Plating Balance Sheet, dated December 31,
16 1988;
- 17 23. Letter from Mr. Jones to claimant, dated February
18 15, 1989, re meeting of February 3, 1989;
- 19 24. Letter from Mr. Gustafson to claimant, dated March
20 15, 1989;
- 21 25. Photocopy of document detailing expenses for the
22 construction of dikes and containment bins;
- 23 26. Photocopy of document detailing expenses for the
24 construction of plumbing and sewer lines;
- 25 27. Photocopy of document detailing expenses for the
26 construction of backflow devices; and
28. Photocopy of document detailing expenses for the
construction of walls.

22 An exhibit marked as number 22 was discussed, but was not
23 offered as evidence. This exhibit was a balance sheet for Rose
24 City Plating, dated December 31, 1988. Mr. LeBeck objected to its
25 inclusion in the record, as the public records law might permit
26 disclosure of this confidential financial information. It was

1 stipulated by the parties that if this exhibit were not necessary
2 to the finding, it would not be made part of the record; a ruling
3 on this exhibit was reserved, therefore, until the time of filing
4 of these findings. Mr. LeBeck's objection is sustained, and
5 exhibit 22 is not a part of this record. The original exhibit has
6 been returned to claimant.

7 IV. Timeliness of Claim.

8 The denial of this claim to date by PDC and MSD is based
9 on regulation 3.1, which grants 12 months after displacement to
10 file claims with MSD. The regulation states that "displacement
11 occurs on complete vacation of the premises acquired." PDC holds
12 that claimant was moved from the premises on February 1, 1988 and
13 must have filed a claim by February 1, 1989.

14 Claimant was initially notified that it must vacate the
15 old site by October 31, 1987. Subsequently, the parties agreed
16 that claimant would vacate the premises not later than February 1,
17 1988. It was initially hoped that vacation could occur and that
18 the environmental cleanup at the old site could be performed by
19 that date. It became apparent during the fall of 1987 that cleanup
20 could not be completed by the agreed date, and an extension of time
21 was granted until February 29, 1988 to do so. The agreement by
22 which claimant was compensated by PDC to abate an environmental
23 problem at the old site (which was caused by a previous occupant)
24 is memorialized by exhibit 21. That cleanup work was performed and
25 claimant was paid \$10,000, as agreed. There was undisputed
26 testimony that a final "walk-through" of the property by regulatory

1 officials of the Oregon Department of Environmental Quality.
2 occurred on March 2, 1988. Claimant has not been present at the
3 old site since that date.

4 It was vigorously contended by claimant at the hearing
5 that a claim need not be written because the language of regulation
6 3.1 does not expressly require a claim to be submitted in writing.
7 Claimant takes the position that it is entitled to a hearing and
8 to additional benefits because it had made verbal claims for many
9 months prior to February 1, 1988 and provided documentation at a
10 meeting held on February 3, 1989, which was less than one year
11 after completion of the abatement work. Claimant contends that the
12 spirit, if not the letter, of the regulations, was thereby met.
13 Claimant's position fails for three reasons.

14 First, the language of regulation 5.3.8.5 does require
15 a written claim, because documentation must be submitted in the
16 event of any dispute over benefits to be paid in a self-move.
17 Reading those regulations together leads inescapably to a finding
18 that any claim submitted must be in writing. To construe the
19 regulations otherwise would be to render 5.3.8.5 meaningless.

20 Second, PDC's position, that verbal protestations do not
21 arise to the level of a claim, rings true. The record shows that
22 there were many meetings and conversations between claimant and PDC
23 in the intervening year. However, these conversations were in
24 connection with assistance sought by claimant in obtaining a loan
25 and assistance given by PDC to claimant in connection with an
26 outstanding dispute with the Internal Revenue Service. On December

1 1, 1988, PDC sent a letter to the IRS on claimant's behalf (exhibit
2 18), asking forbearance while claimant completed the move and
3 regained a solid financial footing. Among the areas in which
4 claimant explored assistance was funding from the EPA under its
5 "Superfund" cleanup program. While it is true that PDC's efforts
6 to assist claimant in obtaining funds from federal, state, or
7 regional sources were without success, they do show that claimant
8 was not likely to be making claims against an agency from which he
9 was seeking assistance. It is apparent from the record that it was
10 only when claimant realized that those efforts would not bear fruit
11 that, as a last resort, he sought compensation for relocation
12 expenses beyond the self-move allowance.

13 It is most reasonable to interpret the rules as requiring
14 a written claim, as the amount of the claim must be specified,
15 before it can be appropriately addressed. In the instant case the
16 amount sought changed, even after formal presentation of the claim,
17 by amendment at the time of hearing. Indeed, there was testimony
18 from claimant and statements by its counsel that final figures and
19 complete documentation of the claim were not yet assembled in
20 presentable fashion, even though the hearing was held more than two
21 years after the move.

22 Claimant had abandoned the premises by February 1,
23 1988. Some of its equipment and employees remained during the
24 month of February, but only in the capacity of an independent
25 contractor performing its duties under a contract, not as a
26 business being relocated.

1 Claimant's protestations that it was lulled by PDC
2 into waiting to file a written claim do not have merit. PDC's
3 position that it would pay no additional relocation compensation
4 was clear, consistent, and timely. No evidence of bad faith of PDC
5 was presented. Claimant received a copy of the relocation
6 regulations well in advance of the move, was represented by
7 competent legal counsel during the negotiation of the compensation,
8 and knew of the expenses for which compensation is now sought.
9 PDC's refusal to consider claimant's claim on February 3, 1989 was
10 proper.

11 V. Even if timely filed, claimant's claim is
12 barred by its settlement agreement.

13 A defense to this claim of accord and satisfaction was not
14 directly addressed by the parties, nor briefed by legal memoranda.
15 However, a reasonable reading of the documentary evidence submitted
16 supports a finding that an agreement was reached by the parties
17 concerning the amount of benefits to be paid, after long and
18 vigorous negotiation. There was undisputed testimony that the bid
19 specifications were jointly prepared. Claimant was on notice in
20 September of 1987 of MSD's position that certain categories of
21 expenses would not be compensable. A bid was received which did
22 not include most of the items presently claimed. Thereafter,
23 letters between claimant's attorney and MSD were exchanged (see
24 exhibits 8 and 10), setting out in great detail the terms of the
25 relocation compensation.

26 The agreement did leave open some categories of eligible

1 expenses. An invoice for those expenses was submitted on May 13,
2 1988, seeking payment for "final eligible receipts for relocation
3 benefits" (see the first page of exhibit 12). After additional
4 negotiation, a figure was agreed upon, and payment therefor made
5 and accepted.

6 PDC introduced as evidence (the final two pages of
7 exhibit 12) a Request for Reimbursement on PDC's claim form, signed
8 by Mr. LeBeck as President of claimant, which states in box 7 on
9 page 1 of the form that this is a "final claim." Taken alone, this
10 evidence would not be dispositive of the issue. The document was
11 not prepared by claimant, was presented to him as a precondition
12 to receiving the payment, and Mr. LeBeck's testimony, that he did
13 not notice that provision on the form when he signed it, was
14 convincing. Viewed as part of the whole exhibit, however, it does
15 weigh in favor of a finding that the compensation already paid to
16 claimant was an agreed and final sum.

17 The argument was advanced by PDC that the self-move
18 provisions of the relocation regulations can have a beneficial
19 effect to a moving business. If the business, after seeing the
20 amount stated in the low bid, believes that it can save money by
21 performing the bid itself, it can - as did Rose City Plating -
22 elect to move itself. In that event, no additional documentation
23 is required. If the relocating business is able to effect the
24 relocation for a cost lower than the amount specified on the low
25 bid, it is entitled to keep the difference, with no questions
26 asked. There is risk attendant to this procedure, however. If the

1 move costs the business more than the amount on the low bid, it
2 must bear that cost as its own.

3 Claimant may have made a bad bargain, but a bargain was
4 made. Having elected to conduct a self-move and having negotiated
5 some disputed portions of the self-move compensation to a
6 conclusion, claimant is now barred by that settlement agreement
7 from presenting additional claims.

8 VI. The items in the claim are not compensable.

9 The portions of the claim presented in Mr. Morris' letter
10 of November 9, 1989, are addressed in the order presented on
11 exhibit 2.

12 A. "Containment Area Construction."

13 Claimant now seeks \$49,550.85 for this portion of
14 its claim, notwithstanding the stated claim of \$36,084.72 on
15 exhibit 2. The containment area is a series of dikes within the
16 replacement structure, which segregate areas in which the various
17 hazardous chemicals are used. Should these chemicals spill from
18 their vessels and containers without the presence of containment
19 dikes, the chemicals themselves and the chemical reactions between
20 them would be extremely hazardous. These containment dikes are
21 required by federal and state regulation.

22 Expenses relating to construction of these dikes are
23 not compensable, as they are an "addition, improvement or other
24 physical change in or to the replacement structure or its premises,
25 including changes required by OSHA, or other code requirements." -
26 regulation 5.3.3.I.

1 There was debate at the hearing as to whether or not
2 these are an "improvement" to the structure. Claimant testified
3 that the dikes would be of no use to any other user of the
4 structure. The dikes are required by federal law and are necessary
5 to the use of the equipment which is located above them. Claimant
6 relies on the provisions of 5.3.2.C. in seeking reimbursement for
7 this expense. That reliance is misplaced. The poured concrete
8 structures would not be movable, and they are permanently affixed
9 to the real property; the code is clear that such additions to real
10 property are not a compensable item.

11 An additional area of the code provides support for
12 a denial of this portion of the claim. This expense is not
13 allowable as a: "construction of concrete pads or foundations
14 necessary to install relocated machinery, equipment or other
15 personal property." - regulation 5.3.6.3.(5).

16 There was testimony that these dikes do not serve
17 as a "foundation" in the traditional sense, as the equipment whose
18 safe operation these dikes insure does rest upon them. Rather, the
19 equipment rests upon epoxy-coated pier blocks placed within the
20 perimeter of the dikes. These structures, nonetheless, are of
21 concrete, are pads (though they may be, in part, vertical) and are
22 certainly necessary to install the machinery. These permanent
23 fixtures become part of the real property. Read as a whole, a
24 theme of the regulations is that personal property, and the
25 attendant expenses to move it, is compensable under the relocation
26 regulations; real property is not.

1 Further, claimant's reliance on the legal
2 requirement to build the dikes does not aid its claim, given the
3 clear language of regulation 5.3.3.I. that code-required changes
4 are not compensable.

5 B. "Plumbing - DeTemple Labor and Materials."

6 Claimant now seeks \$19,640.15 for this portion of
7 its claim, notwithstanding the stated claim of \$19,353.22 in
8 exhibit 2. It includes plumbing expenses for sewer lines located
9 between a sampling manhole near the perimeter of the real property,
10 and the building.

11 This item is not compensable, as it is a cost of
12 "supplying utility services from the public right-of-way to the
13 utility service entrance and/or main valve system in or on the
14 replacement relocation." Regulation 5.3.6.3.(3).

15 Claimant relies on regulation 5.3.6.2.C. in
16 submitting this claim. Claimant discounts PDC's position that
17 plumbing work outside the building is not compensable, stating that
18 as a highly specialized industry, with unique requirements of
19 sampling manholes to insure environmental safety, the rules should
20 be read to permit compensation of this expense.

21 The rules clearly hold otherwise, however.
22 "Replacement location" is defined as "only the replacement
23 structure, not the surrounding premises." Regulation 5.3.6.1.A.

24 C. "Plumbing - Rose City Plating Labor and Materials."

25 Claimant seeks \$4,715.01 for this portion of its
26 claim. It includes plumbing materials and labor charges for work

1 on plumbing the waste-treatment system within the replacement
2 structure.

3 This item is compensable under the regulations. The
4 claim fails, however, because claimant has already been compensated
5 for this item. Interior plumbing work was listed in the scope of
6 work sent to prospective bidders. (Exhibit 6.) Having accepted
7 the self-move allowance, claimant is barred from seeking
8 compensation for this work.

9 After PDC took the position at the hearing that this
10 item was compensable, though paid, claimant argued that some of the
11 work in this portion of the claim was for work outside the
12 structure. PDC's position on eligibility was contingent upon its
13 understanding that the claim was only for work inside the building.
14 If work covered by this claim was performed outside the replacement
15 structure, it is ineligible for compensation as discussed in the
16 previous section.

17 D. "Plumbing - Backflow Devices."

18 Claimant now seeks \$3,987.58 for this portion of
19 its claim, notwithstanding a stated claim of \$2,237.84 on exhibit
20 2. Backflow devices are used to prevent contamination of the
21 portable water supply by chemicals in the plant, by way of
22 accidental back siphonage.

23 This backflow device was not listed on the inventory
24 of personal property contained on exhibit 6; therefore, it must be
25 presumed to have been acquired by PDC (as a fixture) with the
26 purchase of the real property. As an item of real property, this

1 item is not compensable, pursuant to the provisions of regulation
2 5.3.1.B.

3 E. "Walls (Chemical Storage, Waste Treatment,
4 and Plating Rooms (Subcontractor Bills)."

5 Claimant now seeks \$12,286.62 for this portion of
6 its claim, notwithstanding the stated claim of \$11,500 on exhibit
7 2.

8 This item is not compensable as the regulations bar
9 reimbursement for expenses incurred in improvements to real
10 property. See regulation 5.3.3.I. cited above. Construction of
11 walls is clearly improvement to real property and this claim merits
12 no further discussion.

13 F. "Walls - Materials."

14 Claimant seeks \$1,375.26 for this portion of its
15 claim. This claim is not compensable, for the reasons stated in
16 the previous paragraph.

17 G. "Nick LeBeck Labor - Supervision of the Above."

18 Claimant seeks \$12,000 for this portion of its
19 claim. This claim is not compensable, as this work was
20 contemplated by (and therefore already compensated in) the self-
21 move payment.

22 Regulation 5.3.8.5.C.(2) addresses payment for wages
23 in "documented" self-moves, but does not, on its face, include
24 supervisory time. Rather, it discusses payment for wages of those
25 who "physically participate" in the move. Mr. LeBeck testified
26 regarding his physical labor performed in the lining of the

1. containment bays, but that work would not be compensable, as the
2 bays (and dikes) are not compensable, as discussed above. Mr.
3 LeBeck also testified that he performed labor in engineering the
4 layout of the replacement location, but those services are
5 ineligible for reimbursement, pursuant to regulation 5.3.3.L.

6 In any event, this is not a documented self-move as
7 contemplated by regulation 5.3.8.5. No documents concerning Mr.
8 LeBeck's services were submitted prior to the hearing, and no claim
9 is made that this was a "documented" self-move under that
10 regulation. Neither a breakdown nor documentation of time spent
11 by Mr. LeBeck has ever been submitted to PDC. Claimant represents
12 that such information would be available at a subsequent hearing,
13 but some documentation is required by regulation 5.3.8.5.A. before
14 a claim can even be considered to have been presented.

15 RECOMMENDATIONS

16 1. That the council of the MSD adopt the Findings of Fact,
17 Opinion and Recommendations contained herein.

18 2. That the MSD deny the claim of Rose City Plating, Inc.

19 Respectfully submitted this 4th day of June, 1990.

20 **SAMUEL J. NICHOLLS**

21 Samuel J. Nicholls
22 Hearings Officer

STAFF REPORT

CONSIDERATION OF ORDER NO. 90-22 IN THE MATTER OF
CONTESTED CASE HEARING ON THE APPLICATION OF THE ROSE
CITY PLATING, INC. DISTRICT RELOCATION CLAIM

DATE: August 7, 1990

PRESENTED BY: MONICA M. LITTLE

BACKGROUND

Rose City Plating, Inc. was relocated from the site of the Oregon Convention Center under relocation regulations adopted by Metro, and administered for Metro by the Portland Development Commission (PDC).

Under the relocation regulations, PDC negotiated a self-move agreement with Rose City Plating, Inc., resulting in a relocation payment of \$292,206.69 to the firm. After the move was complete, Rose City Plating, Inc. filed their claim for an additional \$87,206.69 in reimbursement. This claim was first reviewed by the Executive Officer, and was rejected by a letter dated October 17, 1989. By letter dated November 9, 1989, a request for contested case hearing was filed with the Council by Rose City Plating, Inc. Pursuant to Metro's relocation regulations, the case was referred to a hearings officer for review under Metro Code Chapter 2.05.

A hearings officer was retained, and a hearing was held on March 1, 1990. After review of the evidence and testimony submitted by the parties, the Hearings Officer issued his Findings of Fact, Opinion, and Recommendation attached as Exhibit A to the proposed order. Exhibits 1 through 28 to the Hearings Officer's report are in the custody of the Council Clerk.

The Hearings Officer's Findings of Fact, Opinion, and Recommendation was sent to parties to the case on June 15, 1990. The parties were given a deadline of July 9, 1990 to file exceptions to the Hearings Officer's report. No exceptions were filed.

The Hearings Officer's report recommends that the claim by Rose City Plating, Inc. be denied. Reasons, as detailed in Exhibit A to the proposed order, include:

- The detailed self-move agreement signed by Rose City Plating, Inc. bars additional claims; and
- The items in the claims are not compensable under the relocation regulations.

The proposed order attached would adopt the Hearings Officer recommendations as those of the Council.

Agenda Item No. 8.1
Meeting Date: August 23, 1990

Resolution No. 90-1312

FINANCE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 90-1312, AMENDING THE CONTRACT WITH KPMG PEAT MARWICK FOR THE FY 1990-91 PERFORMANCE AUDIT

Date: August 17, 1990

Presented by: Councilor Van Bergen

COMMITTEE RECOMMENDATION: At the August 16, 1990, meeting the Committee voted unanimously to recommend Council adoption of Resolution No. 90-1312. Voting in favor were Councilors Collier, Devlin, Gardner, Van Bergen and Wyers.

COMMITTEE DISCUSSION/ISSUES: Don Carlson, Council Administrator, presented the Resolution. He indicated that the Resolution does two things: 1) it exempts the amendment from the competitive bid requirements of the Metro Code, and 2) it approves the amendment which adopts a new scope of work and extends the amount of the contract by \$42,575 to enable payment for the services received. Mr. Bob O'Neill, a principal with KPMG Peat Marwick, discussed the new scope of work. He indicated that the Finance Committee had determined that the Solid Waste function of the District would be the focus of this year's performance audit. The scope of work sets out the work plan for auditing the Solid Waste function. This year's audit will follow last year's format in that it will be split into two phases. Phase I will be a survey of the Solid Waste function to determine the areas for a more in depth audit. A Phase I report will be presented to the Finance Committee which will include preliminary findings and recommendations for the Phase II audit. Based on the decision of the Finance Committee, the auditors will proceed to Phase II. Phase II will be a more in depth audit of the Solid Waste programs or activities which will culminate with a final audit report.

Committee discussion focused on the need to coordinate the audit process with the Solid Waste Committee and the need to look at specific programs such as waste reduction, Solid Waste planning and the closure of St. Johns.

DEC:aeb
Attachment

A:RES-1312.EPT

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING)
A CONTRACT WITH KPMG PEAT)
MARWICK FOR THE FY 1990-91)
PERFORMANCE AUDIT SERVICES)

RESOLUTION NO. 90-1312

Introduced by,
The Finance Committee

WHEREAS, The Council of the Metropolitan Service District (Metro Council) has entered into a Personal Services Contract with KPMG Peat Marwick for Performance Audit Services (Metro Contract No. 901163); and

WHEREAS, The term of the Contract is from February 8, 1990 through June 30, 1992 with annual amendments being required to determine a new Scope of Work and additional contract costs; and

WHEREAS, The Finance Committee recommends that the Performance Audit for FY 1990-91 focus on the solid waste functions of the District; now, therefore,

BE IT RESOLVED,

1. That the Metro Council acting as the Contract Review Board exempts Contract Amendment No. 1 from the competitive procurement procedures of Section 2.04.053.
2. That the Metro Council approves Amendment No. 1 attached hereto to the contract with KPMG Peat Marwick for performance audit services.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1990.

Tanya Collier, Presiding Officer

AMENDMENT NO. 1

ADDITIONAL SCOPE OF WORK AND CONTRACT AMOUNT

That Contract between Metropolitan Service District, hereinafter referred to as "Metro", and KPMG Peat Marwick, hereinafter referred to as "CONTRACTOR", dated February 8, 1990, for Performance Audit Services, Contract No. 901163, is hereby amended to 1) add the Scope of Work for FY 1990-91 as described in Exhibit A attached hereto; and 2) increase the maximum amount that Metro shall pay to the CONTRACTOR for services provided to EIGHTY ONE THOUSAND NINE HUNDRED SEVENTY NINE AND NO/100TH (\$81,979.00) dollars.

All other terms of the Contract remain in full force and effect.

DATED this _____ day of _____.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Exhibit A

FISCAL YEAR 1990-91 SCOPE OF WORK

This section describes the contractor's work plan, deliverables and budget for conducting a performance audit of the solid waste function of the Metropolitan Service District (Metro).

The performance audit will be conducted in two separate phases -- A survey phase (Phase I) and an in-depth review phase (Phase II). Phase I will analyze the economy and efficiency of the Solid Waste function, identify and analyze the implementation of Council policies and programs, identify areas with potential for improvement, and lead to the development of a work plan for the in-depth audit of selected areas under Phase II. The contractor will provide recommendations for immediate improvements in areas developed under Phase I of the project.

Under Phase II, the contractor will develop the attributes of a performance audit finding -- condition, cause, criteria and effect for the areas identified under Phase I. The contractor will also develop meaningful recommendations to improve the economy and efficiency of the solid waste function and the implementation of Council policies and programs.

WORK PLAN

The work plan for the completion of the performance audit of Metro's Solid Waste function is set forth below.

The work plan is based on the assumption that the Council's Finance Committee will perform oversight of the performance audit function. If a different oversight arrangement is adopted by the Council, the contractor will modify the work plan accordingly.

The level of effort, distributed by professional staff level, for the tasks set forth in the contractors work plan are shown in the budget section of this scope of work.

The contractor agrees to complete the work plan within 120 days of execution of this contract.

PHASE I - SURVEY

Task 1 - Conduct Start-Up Activities

- Conduct start-up activities:
 - Conduct an entrance conference with the Metro Council's Finance Committee and staff, the Executive Officer, and Directors of the Solid Waste Department, Planning and Development Department, and Public Affairs Department to:

- Introduce the performance audit team;
- Refine the scope and study objectives; and
- Discuss project coordination procedures.
- Collect and review key documents:
 - Collect and review key documents regarding the Solid Waste function's goals and objectives, organization, management structure and staff utilization. These documents typically include
 - Mission and goals;
 - Organization charts;
 - Management information system reports; and
 - Budgetary documents.
 - Collect and review key documents relating to the programs and activities within the Solid Waste function selected for the audit, including:
 - Waste disposal facilities and projects;
 - Regional Solid Waste Reduction Program;
 - Planning and operation of major new solid waste system facilities;
 - Budget, fiscal policies, contracts, franchises, data base and information management;
 - Administration and support services, local government assistance, and public information;
 - Waste reduction promotion and education programs;
 - Operation of the Recycling Information Center;
 - Solid waste planning activities, including completion of the Regional Solid Waste Management Plan;
 - Design of long-term regional material recovery processing capabilities; and
 - Design of a system for managing household hazardous waste.

Task 2 - Conduct Interviews with Council Staff and Departmental Management and Staff

- Conduct interviews with management and staff from involved agencies;
 - Council Administrator and staff;
 - Solid Waste Department Director;
 - Division chiefs within the operations, Waste Reduction, Engineering and Analysis, Budget and Finance, and Administration and Support Services Divisions;
 - Planning and Development Department; and
 - Public Affairs Department.

The objectives of these interviews are to:

- Review and confirm the audit team's understanding of Metro's Solid Waste function -- its current policies, goals, practices and concerns;
 - Provide the opportunity to describe areas of concern which should be addressed in the performance audit; and
 - Provide the audit team with the necessary feedback regarding the most appropriate areas to be reviewed and evaluated in the performance audit.
- Conduct interviews with selected Solid Waste Department management and staff to identify:
 - Program responsibilities;
 - Regulatory requirements;
 - Responsibilities of management and staff;
 - Work load and work flow;
 - Use of automated and manual processing systems;
 - Distribution of work; and
 - Performance monitoring systems.

Task 3 - Assess Potential for Economy and Efficiency Improvements

- Evaluate results of interviews and analysis of policies, programs and activities performed by the Solid Waste function review under Task 1 and 2:
 - The key task of Phase I is the determination of the audit focus for issues to be addressed in Phase II. Following the meeting with review of key documents and interviews with management and staff (discussed in Task 1 and 2), the focus of the performance audit will be established. The audit will be focused on those areas that offer the greatest benefit to Metro management, the Council and the public. The audit team will perform some preliminary fact-finding and analysis that is required to augment the other available information.

Task 4 - Review Phase I Observation with Council Finance Committee and Staff and Solid Waste Department Officials

- Discuss observations and areas of concern developed in Phase I;
- Evaluate Council staff and Departmental comments and consider impact on areas of concern; and
- Prepare in writing observations developed above and recommendations for areas identified and developed as findings for immediate improvement.

Task 5 - Prepare Work Plan for Phase II

- Summarize in writing the results of the performance audit conducted under Phase I;
- Prepare a work plan in writing on the issues recommended for development in greater depth under Phase II. The work plan will include the following:
 - Status of information gathered under Phase I;
 - Elements of a finding -- condition, cause, criteria, effect-needing further development; and
 - Consideration of the views of responsible management officials.

- Review the proposed work plan for Phase II with the Metro Council Finance Committee:
 - Adjust the work plan as necessary to reflect the results of the Finance Committee Review.

PHASE II - DETAILED REVIEW

Task 6 - Perform In-Depth Study

- Develop the findings on the Solid Waste Functional areas identified under Phase I:
 - Focus on developing the finding attributes not fully developed under Phase I;
 - Develop practical and cost-effective recommendations for Solid Waste function improvements, such as:
 - Needed changes to existing policies and procedures;
 - Needed policies and procedures where none exist;
 - Realignment of organizational and program responsibilities to improve economy and efficiency and to improve delivery of services; and
 - Adjustment to current funding levels.

Task 7 - Prepare the Audit Report

- Prepare and review draft report:
 - Prepare the draft report. The draft report will summarize the following:
 - Scope of work performed;
 - Methodology for conducting study;
 - Major findings in each of the areas reviewed;
 - Conclusions of study identifying strengths and weaknesses within the organization and management structure; and
 - Recommendations to improve Solid Waste function performance.

- Review the draft report with the Council staff and the Solid Waste Department Director and key Department staff. The purpose of the meeting is to:
 - Present the results of the study;
 - Provide an opportunity for additional explanation and clarification regarding the results of the study;
 - Discuss the appropriateness and feasibility of KPMG Peat Marwick's recommendations.
- Review the draft report with the Metro Council Finance Committee. The purpose of the review is to:
 - Present the results of the study; and
 - Clarify any questions raised by the Committee.

Finalize the Report

- Make any necessary changes in the draft report based upon the review and comments by the Solid Waste Department Director and the Finance Committee; and
- Present the final written report to the Metro Council.

Metro Contract Manager

- The Council Administrator shall serve as contract manager for this contract. The contractor agrees to provide periodic status reports to the contract manager and Finance Committee as mutually agreed to by the contractor and contract manager.

DELIVERABLES

Based on the scope of work for fiscal years 1990-91, contractor will provide at least 25 copies of the following deliverables:

- Task 4 - Report, including recommendations on issues developed under Phase I;
- Task 5 - Recommended work plan for issues to be developed under Phase II; and

- Task 7 - Overall report or reports, on findings, conclusions and recommendations developed in Phase II, the detailed audit.

Depending on the results of the work performed, additional deliverables may be provided as a result of the fiscal year 1990-91 performance audit.

BUDGET

The proposed cost to accomplish the fiscal year 1990-91 scope of work are as follows:

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Professional Fees</u>
Principal/Partner			
Robert T. O'Neill	40	\$145	\$ 5,800
Joseph F. Hoffman			
Senior Manager			
Harold J. D'Ambrogia	75	125	9,375
Susan Clement			
Solid Waste Technical Specialists	100	125	12,500
Consultant/Audit Senior			
Jeff Myers	100	70	7,000
Staff Auditors	<u>40</u>	40	<u>1,600</u>
Total hours and fees	<u>355</u>		<u>36,275</u>
Expenses:			
Travel and per diem			5,500
Report preparation and production			<u>800</u>
Total expenses			<u>6,300</u>
Total project costs			\$ <u>42,575</u>

The rates shown are for the fiscal year 1990-91 work. The rates include a less than five percent increase over the fiscal year 1989-90 contractor's billing rates for professional staff.

Contractor agrees that Mr. Robert T. O'Neill and Mr. Harold J. D'Ambrogia will serve as Principal and Senior Manager, respectively, for the term of this contract unless Metro agrees to change the person(s) so designated.



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503.221-1646

Memorandum

Date: August 29, 1990

To: Metro Council
Executive Officer
Interested Staff *gwen*

From: Gwen Ware-Barrett, Clerk of the Council

Regarding: COUNCIL ACTIONS OF AUGUST 23, 1990 - REGULAR MEETING

COUNCILORS PRESENT: Tanya Collier (Presiding Officer), Gary Hansen (Deputy Presiding Officer), Lawrence Bauer, Roger Buchanan, Richard Devlin, Tom DeJardin, Jim Gardner, David Knowles, Ruth McFarland, David Saucy, Jr., George Van Bergen and Judy Wyers

Agenda Item

Action Taken

1. INTRODUCTIONS

Karla Forsythe, Council Analyst

**2. CITIZEN COMMUNICATIONS TO COUNCIL
ON NON-AGENDA ITEMS**

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

3.1 1993 NARC Annual Conference

Executive Officer gave update on efforts to host NARC Annual Conference in 1993 and urged support for Resolution No. 90-1309.

Advised councilors that a copy of the Waste Transport Services Biannual Report for Jack Gray Transport, Inc. had been distributed. Councilor McFarland requested explanation of "5. Modifies the 'base year' to be used . . ." as listed in JGT report Executive Summary under Change Orders.

Urged councilors to advise Executive Officer of in-State travel destinations in order to promote Ballot Measure #1 (Metro self-governance).

Councilor Van Bergen requested response to written questions regarding Solid Waste operations submitted at July 26 Council meeting.

4. CONSENT AGENDA

- | | |
|---|--|
| 4.1 Minutes of April 26 and May 5, 1990 | Approved (DeJardin/Devlin; 12-0 vote). |
| 4.2 Resolution No. 90-1309, Inviting the National Association of Regional Councils to Hold its 1993 Annual Conference in Portland and Having the Metropolitan Service District be the Host Agency | Adopted (DeJardin/Devlin; 12-0 vote). |
| 4.3 Resolution No. 90-1305, For the Purpose of Approving an Intergovernmental Agreement with the City of Gresham to Purchase, Distribute and Promote Curbside Recycling Containers | Removed from Consent Agenda. Motion carried to amend to include reporting schedule in intergovernmental agreement (DeJardin/Hansen; 12-0 vote).

Motion carried to adopt as amended (DeJardin/Wyers; 12-0 vote). |

5. ORDINANCES, FIRST READING

- | | |
|---|-----------------------------------|
| 5.1 Ordinance No. 90-359, For the Purpose of Amending the Regional Solid Waste Management Plan to Incorporate the Plan Development and Amendment Chapter | Referred to Solid Waste Committee |
| 5.2 Ordinance No. 90-360, Amending Ordinance No. 90-340A Revising the FY 1990-91 Budget and Appropriations Schedule Adding One Full Time Associate Management Analyst in the Personnel Division | Referred to Finance Committee |

(more)

6. ORDINANCES, SECOND READINGS

- | | |
|--|--|
| 6.1 Ordinance No. 90-350, Amending Metro Code Section 5.02.060 to Update the Credit Policy | Public hearing held; no testimony offered. Adopted (Devlin/Wyers; 12-0 vote). |
| 6.2 Ordinance No. 90-347, Amending Metro Code Chapter 2.08, Office of General Counsel | Public hearing held; no testimony offered. Motion carried to adopt Ordinance No. 90-347-A (Devlin/Gardner; 11-1 vote). |

7. ORDERS

- | | |
|--|--|
| 7.1 Order No. 90-22, In the Matter of Contested Case Hearing on the Application of the Rose City Plating, Inc. District Relocation Claim | Public hearing held; no testimony offered. Motion carried to adopt the order which accepts the hearings officer's report and recommendations for denial (Knowles/DeJardin; 12-0 vote). |
|--|--|

8. RESOLUTIONS

- | | |
|--|---|
| 8.1 Resolution No. 90-1312, For the Purpose of Amending the Contract with KPMG Peat Marwick for the FY 1990-91 Performance Audit | Adopted (Van Bergen/Devlin; 11-0 vote). |
| 9. EXECUTIVE SESSION: Held under the Authority of ORS 192.660(1)(h) for the Purpose of Discussing Convention Center Pending Litigation | Informational briefing on Convention Center construction claims and complaints brought against a public employee. |

10. COUNCILOR COMMUNICATIONS & COMMITTEE REPORTS:

10.1 Tri-Met Merger

Councilor Gardner reported Merger Subcommittee consisting of Councilors Devlin, McFarland and Gardner, Executive Officer Cusma and Tri-Met Board member Loren Wyss had met and drafted and issued RFP to assist the Subcommittee in compiling information on the legal and financial issues related to the merger, study potential costs and benefits, develop strategies for merger and identify best plan and model for implementation of the merger. Subcommittee also developed work plan and schedule. General Council Cooper to submit analysis of legal issues by September 25 (Councilor Van Bergen requested analysis include scenario if Metro does have a charter); JPACT study (on transportation planning

(more)

Metro Council Actions
August 23, 1990
Page 4

transit service implications) due to IGR Committee by October 23; public hearings will held; Council action on merger ordinance anticipated by December 31.

10.2 Zoo Committee Report

Councilor McFarland distributed and reviewed memo dated August 23 from her to the Council regarding Update on Research and Propagation Center Contracts.

10.3 Council Retreat

Presiding Officer Collier announced retreat scheduled for September 8 at Zoo Education Building. Questionnaire distributed.

Councilor Wyers urged support for Ballot Measure #6 Recycling Initiative. Council will consider resolution of support.

Councilor DeJardin reported on Earthquake Preparedness meeting and demonstration of RLIS capabilities. Councilor DeJardin will report to IGR Committee on progress.

Councilor Bauer announced Bi-State to review Metro UGB policies for use as model for Washington. Bi-State Air Quality Subcommittee will develop standards consistent with District.

gpwb
A:\CN0823.pks



METRO

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

*Council 8/23/90
Item #10*

Memorandum

Date: August 23, 1990

To: Metro Council

From: Ruth McFarland, Chair *RM*
Council Zoo Committee

Regarding: COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS -- UPDATE
ON RESEARCH AND PROPAGATION CENTER CONTRACTS

At the August 2, 1990 Zoo Committee meeting, Assistant Zoo Director McKay Rich updated the Committee on the status of the Research and Propagation Center and Owl Mews project.

For FY1989-90 \$110,000 was budgeted to begin this project. On April 26, 1990, the Council adopted Resolution No. 90-1249 approving the release of the Request for Proposals for the Research/Propagation Center design and construction and the Owl Mews relocation. Estimated cost for the projects was \$435,000. It was anticipated the design would be underway prior to the end of the fiscal year. This, however, did not occur and \$110,000 initially budgeted for the project carried forward to the current fiscal year fund balance.

For FY90-91, the Zoo budget includes \$125,000 to complete the projects' design and begin construction. The Capital Fund contains \$2,000 for Engineering Services and \$123,000 for two contracts: \$8,000 for "Architectural Design Consultant" (a "B" contract) and \$115,000 for construction (an "A" contract). It is estimated the Zoo will budget approximately \$310,000 next fiscal year to complete the project, bringing the total cost to \$435,000.

Progress reports on design will be made to the Zoo Committee and construction documents will come to the Council for approval for bidding next Spring.

The current design fee of \$59,000 is higher than originally estimated, in part, because of the inclusion of design for the relocated Owl Mews, unanticipated site considerations, and the need to obtain a conditional use permit. GSA Partnership, P.C. will be the design firm.

RM/jpmsix
a:\zooprop.cr

*Council 8/23/90
Exec. Session*

CONVENTION CENTER CAPITAL FUND

RESOURCES		91,788,882
REQUIREMENTS	Budget	Indicated Outcome
REAL ESTATE	11,900,610	11,610,000
OFFSITE CONSTRUCTION contracts with City of Portland, ODOT, Tri-Met	2,365,450	2,365,450
LEGAL/FINANCIAL, etc bond sale costs, insurance	325,000	275,000
FURNITURE, FIXTURES, EQUIPMENT	4,400,000	4,400,000
PROJECT MANAGEMENT design, construction management, art, Rose City cleanup, Metro staff, overhead, testing,	12,227,398	12,500,000
CONSTRUCTION*	53,076,169	
Site package		1,128,587
General contract		52,104,185
Approved changes 8/13/90**		4,483,267
Pending changes, general 6/30		1,054,525
steel claim settlement	200,000	
acceleration claim	250,000	
claims under review	28,000	
requested changes	226,525	
fire, life safety, C. of O. changes ***	350,000	
Follow-on contracts, miscellaneous		346,580
Total Construction		59,117,144
Contingencies	5,378,711	
Interest Reserve	2,115,544	
TOTAL REQUIREMENTS	91,788,882	90,267,594
Remaining Contingency		1,521,288

* budget at time of award of general contract

** includes settled claims

*** preliminary estimate only

Council 8/23/90
Exec. Session

CONVENTION CENTER PROJECT

8/23/90

RESOURCES

General Obligation Bonds	65,000,000	
State Lottery Funds	15,000,000	
Local Improvement District	4,950,000	
<i>subtotal</i>		84,950,000

Additional Project Revenue

Interest on G.O. Bonds 89/90	3,350,175	
Interest on G.O. Bonds 90/91	2,115,544	
Hotel/motel tax	397,442	
ODOT - right-of-way sale	395,000	
Portland Development Commission	242,216	
City of Portland - lighting	194,755	
National Endowment for the Arts	95,000	
Plaque Sales, Special Donations	36,500	
Oregon Arts Commission	10,000	
Unclaimed deposits for specification	2,250	
<i>subtotal - additional revenue</i>		6,838,882

TOTAL RESOURCES

91,788,882



8-23-90 FYI - Ballot Measure #1 / Metro Charter info.

OFFICE OF THE SECRETARY OF STATE *Council*

NEWS RELEASE

BARBARA ROBERTS

For Immediate Release:
November 1, 1989

Contact: Patricia McCaig
378-4139

The Office of the Secretary of State has received a certified ballot title from the Attorney General for a measure referring Senate Joint Resolution 2 to the electors of the State of Oregon at the 1990 General Election; November 6, 1990.

The certified ballot title is as follows:

GRANTS METROPOLITAN SERVICE DISTRICT ELECTORS RIGHT TO SELF-GOVERNANCE

QUESTION: Shall state constitution give metropolitan service district voters the right of self-governance, over metropolitan matters, through district charter?

EXPLANATION: Adds provision to Oregon Constitution. Requires legislature to pass laws giving metropolitan service district electors power to adopt, amend, revise, repeal district charter by majority vote. Requires district charter to prescribe government organization and provide for number, election or appointment, qualifications, tenure, compensation, powers and duties of officers. Provides for exercise of powers by ordinance. Gives district jurisdiction over metropolitan matters as defined by charter. Gives district electors initiative and referendum powers regarding district charter and legislation, to be exercised as county powers are exercised.

Copies of the text of this referred measure are available at Room 141, State Capitol for .15¢, prepaid. Written requests for copies with your remittance of \$1.00 should be addressed to ELECTIONS DIVISION, ROOM 141 STATE CAPITOL BLDG., OREGON 97310.

Resolutions

SENATE JOINT RESOLUTION 2

Be It Resolved by the Legislative Assembly of the State of Oregon:

PARAGRAPH 1. The Oregon Constitution is amended by creating a new section 14 to be added to and made a part of Article XI, and to read:

SECTION 14. (1) The Legislative Assembly shall provide by law a method whereby the legal electors of any metropolitan service district organized under the laws of this state, by majority vote of such electors voting thereon at any legally called election, may adopt, amend, revise or repeal a district charter.

(2) A district charter shall prescribe the organization of the district government and shall provide directly, or by its authority, for the number, election or appointment, qualifications, tenure, compensation, powers and duties of such officers as the district considers necessary. Such officers shall among them exercise all the powers and perform all the duties, as granted to, imposed upon or distributed among district officers by the Constitution or laws of this state, by the district charter or by its authority.

(3) A district charter may provide for the exercise by ordinance of powers granted to the district by the Constitution or laws of this state.

(4) A metropolitan service district shall have jurisdiction over matters of metropolitan concern as set forth in the charter of the district.

(5) The initiative and referendum powers reserved to the people by this Constitution hereby are further reserved to the legal electors of a metropolitan service district relative to the adoption, amendment, revision or repeal of a district charter and district legislation enacted thereunder. Such powers shall be exercised in the manner provided for county measures under section 10, Article VI of this Constitution.

PARAGRAPH 2. The amendment proposed by this resolution shall be submitted to the people for their approval or rejection at the next regular general election held throughout this state.

Filed in the office of Secretary of State June 12, 1959

BALLOT MEASURE 1 EXPLANATORY STATEMENT

Ballot Measure No. 1 amends the Oregon Constitution to require the Legislative Assembly to pass a law enabling the electors of a metropolitan service district to adopt a charter. The law also shall provide a method for amending, revising or repealing the charter, if a charter is adopted. The law will apply to metropolitan service districts only. Currently, METRO, in the Portland metropolitan area, is the only metropolitan service district in Oregon.

Ballot Measure No. 1 does not change the powers or functions nor require the adoption of a charter for a metropolitan service district. It authorizes the electors of a metropolitan service district, by majority vote at an election, to determine for themselves whether or not to adopt, amend or repeal a charter.

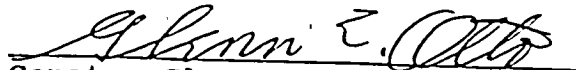
If a district charter is adopted, Ballot Measure No. 1 sets forth some requirements for the charter.

A metropolitan service district charter must establish the structure and organization of the government of the district, including the number of district officers. The charter must also provide for the qualifications, manner of selection, salary, powers and duties of the district officers. These matters are now controlled by state law. The adoption of a district charter will give district electors control over the structure and organization of the government of a metropolitan service district.

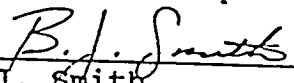
Ballot Measure No. 1 requires the district officers elected or appointed under a charter to exercise all the powers and perform all the duties granted to or imposed on the district officers by the Oregon Constitution or state laws, by the district charter or by its authority. The governing body or the electors of a metropolitan service district will determine which district officers perform the required duties.

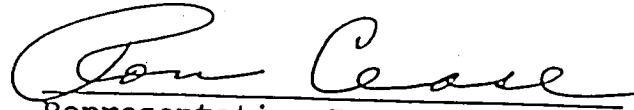
A district charter may provide for the exercise by ordinance of powers granted to the district by the Constitution or laws of this state. A metropolitan service district shall have jurisdiction over matters of metropolitan concern as set forth in the charter of the district.

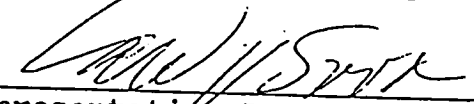
Ballot Measure No. 1 allows the electors of a metropolitan service district to use the initiative and referendum powers to adopt, amend or repeal the district's charter or ordinances. The initiative and referendum powers will be exercised by district electors in the same way that county electors in "home-rule charter" counties now initiate or refer county ordinances.


Senator Glenn Otto, Chairman


Senator Bill Kennemer


B. J. Smith


Representative Ron Cease


Representative Larry Sowa

Statement of Support for Ballot Measure #1

WHY SHOULD YOU VOTE FOR MEASURE NO. 1? BECAUSE IT CALLS FOR GOOD GOVERNMENT AND IT MAKES SENSE!

A yes vote will start the process of giving the local citizens of Clackamas, Multnomah and Washington Counties the responsibility and authority over the government of the metropolitan service district that is rightfully theirs.

Currently the only metropolitan service district, METRO, is a special district that serves the urbanized portions of Clackamas, Multnomah and Washington counties. By law, METRO is restricted to those three counties. Because Measure No. 1 calls for a constitutional amendment, a statewide vote is necessary, even though the measure does not affect a majority of Oregon's voters.

More than ten years ago, the Oregon Legislative Assembly put in motion the process which led to the formation of Metro. Voters approved forming METRO in 1978.

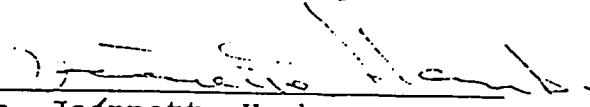
But, METRO isn't like a lot of other local governments. The legislature still has considerable control over what METRO can do - how it can raise money and the kinds of tasks it can undertake.

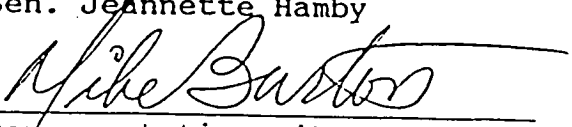
This may have made sense in 1979 when METRO was a fledgling experiment in regional government. But it doesn't make sense now.

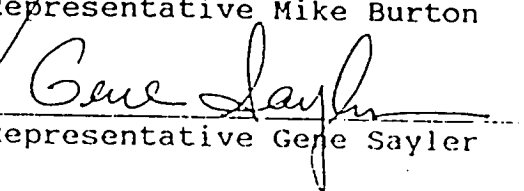
Legislators from all over the state should not have to deal with matters that affect only the citizens of a metropolitan region. Legislators have enough issues to address in the running of the state. The voters who live in a metropolitan service district should be the ones who have a direct say over what a district does.

The passage of Measure No. 1 means that the legislature will put laws into place which will allow METRO area voters to adopt a local charter for the metropolitan service district.

We urge you to vote yes on Measure No. 1.


Sen. Jeannette Hamby


Representative Mike Burton


Representative Gene Sayler

ARGUMENT IN SUPPORT OF MEASURE NO. 1

SOME QUESTIONS AND ANSWERS REGARDING MEASURE NO. 1

What does Measure No. 1 do?

Measure No. 1 adds a provision to the state constitution that requires the Legislature to establish a process for the voters of the Metropolitan Service District (METRO) to adopt a charter providing for self-governance similar to that of Oregon's cities.

What is METRO?

METRO is a elected regional government existing only in the populated portions of Clackamas, Washington and Multnomah Counties. METRO has responsibility for solid waste disposal and planning, certain land use planning and transportation planning in that region. In addition, Metro operates the Metro Washington Park Zoo, built the Oregon Convention Center, and manages regional entertainment and spectator facilities.

How did Measure No. 1 get on the Ballot?

Measure No. 1 was referred to the voters of Oregon by a nearly unanimous vote of the Oregon Legislature.

Why is a statewide vote necessary if the Measure No. 1 only affects citizens of Clackamas, Washington and Multnomah Counties?

In order to establish a procedure to enable METRO to have its own charter, an addition to the state constitution is required. The state constitution can only be changed by a vote of all the people of Oregon.

Will Measure No. 1 enable METRO to expand its boundaries outside of Clackamas, Washington and Multnomah Counties?

No. METRO's boundaries are restricted by state law to those three counties.

THESE ARE THE FACTS. WE HOPE THEY WILL CONVINCE YOU TO VOTE YES ON MEASURE NO. 1.

Submitted by: Rena Cusma
2000 S.W. First Avenue) DO NOT PRINT IN
Portland, Oregon 97201) THE VOTERS'
221-1646) PAMPHLET



METRO

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

Memorandum

Council
8/23/90

Date: August 22, 1990
To: Metro Councilors
From: Rena Cusma, Executive Officer
Regarding: Ballot Measure No. 1

Two arguments for the voters pamphlet have been crafted supporting self-governance for Metro. The arguments reinforce one another and were written to be read together.

Argument number one has been filed with a \$300 check from me. The second argument is still an orphan. We have until 5:00 p.m., Tuesday, August 28 to secure another \$300 and deliver both the money and argument to Salem.

Mathematically, \$300 represents \$25 from each Councilor. Your contribution or collection of this sum, or more, would be helpful to our self-governance cause.

Even if I am successful in locating a parent to fund the printing of our second argument, I would like to indicate that some possibility of reimbursement does exist.

Again, time is extremely short. What is your inclination in this matter?

Council
8/23/90

- ATTACHMENT C -

Please complete this survey tonight, indicating your top 3 choices for issues to cover September 8 (1 = top choice, 2 = second choice, 3 = third choice), and return the survey to Don Carlson before you leave this evening.

<u>Policy Issue</u>	<u>Preference (1,2,3 or blank)</u>
1. Metro Redistricting	_____
2. 1991 Legislative Session	_____
3. Urban Growth Management	_____
4. Housing	_____
5. Transportation/LRT Funding	_____
6. FY90-91 Performance Audit -- Solid Waste	_____
7. Solid Waste Planning vs. Solid Waste System Maintenance and Operation	_____
8. Zoo Master Plan	_____
9. Others: _____	_____

Please note the specific points you believe should be addressed for your priority policy issues:

TOP ISSUE/NO. 1: _____

Points to Cover: _____

SECOND ISSUE/NO. 2: _____

Points to Cover: _____

THIRD ISSUE/NO. 3: _____

Points to Cover: _____



METRO

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

Memorandum

Council
8/23/90

Date: August 23, 1990
To: Metro Council
From: Tanya Collier, Presiding Officer
Regarding: FY90-91 FIRST QUARTER COUNCIL POLICY RETREAT

On September 8, 1990, the Metro Council will hold our first FY90-91 policy retreat from 9:00 a.m. to 4:00 p.m. at the Metro Washington Park Zoo, Gate G Conference Room. As with our May 26 retreat, I look forward to an agenda centered on selected priority issues, with Committee Chairs prepared to present key points and background on each developed in consultation with their respective Committees.

RETREAT TOPICS

I would like to suggest the September 8 agenda incorporate three components:

1. Review and update the four priority issues from the May 26 retreat: Tri-Met Merger, Metro Charter, Parks & Natural Areas, Commissions & Regional Facilities Funding.
 - o For each of these issues, we identified "Next Steps" for action and I believe it is important to review our progress to date and assess the need for additional attention. Please review Attachment A hereto, which is the list of "Next Steps" for each issue from the May 26 retreat.
2. Discuss additional critical policy issues the Council will face in the near future. In addition to reviewing the four issues noted above, I believe we must also address at least three pending issues: Smith & Bybee Lakes Management Plan and St. John's Land-fill Ownership, the Washington County Transfer Station/Solid Waste System, and the 1991 Legislative Session.
 - o I hope we will also cover additional issues of concern. To determine other priority policy issues, I would like each Councilor to please take a moment tonight to complete the attached survey (Attachment C hereto), indicating your top 3 choices for additional issues to cover at the retreat. Please return your survey to Don Carlson before you leave this evening.
3. Develop a "Parking Lot" list of other issues for the Council to consider or act on prior to the next retreat. Attachment B hereto is the "Other Issues To Address" list compiled at the May 26 retreat. As you will note, action has already occurred on a number of these items.

RETREAT MEMO
August 23, 1990
Page 2

RETREAT PROCESS

Our retreat should run very much like the last retreat. We will have a facilitator to help keep our discussion on track and our agenda moving. At this point, I anticipate the agenda will begin with an overview of the May 26 priority issues noted above and discuss the status of the "Next Steps".

For the additional issues we decide to cover -- the three I have listed above and the priority issues determined from the survey -- I believe the following will be an effective process. Councilors will be selected to introduce the policy areas, with each introduction covering the following points:

- o What the topic is;
- o Why the policy area is important to Metro;
- o What obstacles -- political, legal, etc. -- exist in taking actions to address the policy.

Following each policy introduction, there will be an open discussion among Councilors to address 4 points for each policy area:

- o Issues/Concerns related to policy goals;
- o Identifying Council information needs;
- o Discussing actions Councilors anticipate need to occur relative to each policy area;
- o Identifying next steps.

As with our last retreat, using this process to address each new policy topic should produce: a common statement about each policy area and its related issues; a summary of information which the Council will require to address each area, including questions, barriers and actions which will need resolution prior to any Council action; and a list of follow-up steps to pursue Council policy initiatives.

* * *

As noted above, I will review the surveys and assemble a list of 3 to 5 additional priority issues for focussed discussion September 8. I will also speak individually with Councilors about introducing the issues. In the meantime, if you have any questions, concerns or ideas, please do not hesitate to contact me or Jessica Marlitt.

TC/JM
jpmsix a:\TCRTRT.MEM

- ATTACHMENT A -

"NEXT STEPS" IDENTIFIED AT MAY 26 COUNCIL RETREAT

A. TRI-MET MERGER

1. The Council Intergovernmental Relations Committee will develop merger parameters and a scope of work for an appointed task force to pursue as soon as possible. IGR is currently scheduled to address the Tri-Met merger issue at its June 26 meeting. The vehicle for initiating the merger issue will be a resolution.
2. The IGR Committee will clarify information needed:
 - a. Tri-Met operational information
 - b. Tri-Met constituency (who, mailing lists)
 - c. Task Force staffing (Council staff, consultant, temp. staff under the Council's direction)
 - d. Outline of political strategies
 - e. Timing
 - f. Work program, political needs in order to set up task force
3. The Council needs to enact an ordinance by January 1, 1991 (before '91 legislative session), therefore, task force work should be done by November.

B. METRO CHARTER

1. Develop November campaign strategy by September 1, 1990; Finance Committee to develop draft: Finance will schedule worksession on first available meeting date; Council will have worksession on draft following a regular Council meeting. Information needed: What is allowable expenditure of public funds for "public education" on constitutional amendment? What is the Council's leeway to act in terms of constitutional amendment/ballot measure?
2. Develop 1991 Legislative strategy by November 1, 1990; Finance Committee to draft. Develop strategy to influence legislature on charter commission composition; need to address charter commission size and demand for Councilors' time (issue of alternates).
3. Finance Committee will also address Metro's roles and authorities. Committee will prepare short, written reports on the charter work as it progresses.

C. PARKS & NATURAL AREAS

1. Council forms Parks Policy Advisory Committee (PAC) by early July, following IGR Committee action June 12.
2. By January, 1992, the PAC will develop a functional plan which should address funding, UGB issues and developed park and recreational facilities.

D. COMMISSIONS & REGIONAL FACILITIES FUNDING

1. The Council, via the CVF Committee, should review Metro's original commissions resolution (No. 87-810) and formally communicate review results.
2. Review the rules and regulations under the current consolidation agreement.
3. Develop performance objectives for the Metro ERC.
4. Schedule Metro ERC resolutions on the Council agenda for review (Council staff will develop a process).

- ATTACHMENT B -

OTHER ISSUES TO ADDRESS

1. Fostering proactive role in press relations -- staff involvement may be necessary; ensuring enough food for press at meetings.
2. Developing legislation for health care benefits for the Council.
3. Need to address the Plastics Task Force -- never appointed by the Council yet meets without Council oversight.
4. How to influence budget.
5. Staff rumors -- need to be alert to them and respond to stop them if overhear discussion.
6. Metro representative on Multnomah County's Justice Planning Committee (Tanya Collier was contacted by Grant Nelson, Justice Services Coordinator).
7. Should do another survey on these open issues and develop regular schedule for retreats.
8. Training for Committees to be better policy developing bodies.
9. Need better information/analysis on issues.
10. Metro's role in housing planning.
11. Public visibility and knowledge of Metro.
12. Long-term consolidation of government functions.
13. Examine regional juvenile detention facility.
14. How to formulate and carry through our legislative agenda.
15. Relationship between Council and JPACT.
16. Should receive per diem for 10 meetings per month instead of the current 8 meetings.
17. Composition of Budget Committee.
18. Consider some planning functions as commissions -- could assume other issues of libraries, justice, etc.
19. Training on how to run meetings efficiently.
20. Day-long retreat sessions on a quarterly basis.
21. Examine Mason's rules and develop rules for Council meetings.
22. Justice Services and Corrections.
23. Coordination of non-standing committee meetings (i.e. policy advisory committees, task forces, etc.).

Council
8/23/90

To: Council

Date: August 23, 1990

From: Rena Cusma *RC*

Re: PACHYDERM HOUSE HYDRAULIC DOOR REPLACEMENT - PHASE 3

On May 30, 1990 the Pachyderm House Hydraulic Door Replacement - Phase 3 Project was advertised in the Daily Journal of Commerce and The Skanner. On June 5, 1990 a pre-bid conference was held at Metro Washington Park Zoo and four contractors attended. At the conference several items needing clarification were brought up by the contractors. These items were addressed in Addendum No. 1 which was mailed on June 7, 1990.

Bids were due on June 14, 1990 at 2:00 p.m. We received one bid, \$55,500, from the Jim Fisher Company.

Jim Fisher is experienced in this type of work because he supervised the first door replacement project for Forest Grove Industries in the fall/winter of 1986 and the pachyderm house modifications at the end of 1987. Mr. Fisher left Forest Grove Industries and formed the Jim Fisher Company. In April of 1988 the Jim Fisher Company performed repairs to the elephant barn tractor door.

One of the contractors who attended the pre-bid conference was asked why he did not bid. His response was that there is too much other work available to bid that is more conventional and is what they are experienced at and is less risky. It was determined that rebidding the project would probably not give us a more competitive bid.

This project is a complex one requiring detailed coordination and a high degree of risk. For example, the large concrete doors, which weigh several tons, have to be removed from inside the elephant building without using a crane. The building is too small to allow a crane inside. The doors have to be removed using forklifts, pulleys, cables and jacks. The new doors, which weight more than the old doors, have to be installed in the same way.

Once a door is removed the work cannot stop until the new door is in place and operating, because the Animal Management staff relies on the hydraulically operated doors to move elephants between rooms. Keepers will be watching the elephants during the construction process to make sure the elephants remain calm. If the elephants become upset, construction will stop for awhile.

The doors need to be replaced very soon because Hugo, one of the male elephants is weakening the old doors. It is important to complete the work during warm weather because some of the elephants will have to be left outside during the door replacement process.

This contract was listed as type B in the FY 89-90 budget and it was anticipated it would be done last spring. Now that we are in FY 90-91 the funds for this project have carried forward in the fund balance and need to be transferred out of the Zoo contingency fund at mid-year.

cak:eledoor

EXECUTIVE SUMMARY JACK GRAY TRANSPORT BIANNUAL REVIEW

Review covers the period from Jan. 1, 1990 to June 30, 1990.

To Columbia Ridge landfill:

Loads - 6,351

Tons - 179,048

Miles - 1.95 million

Avg. load - 28.2 tons

Total \$ spent - \$2,563,085.27 (\$14.32/ton)

avoidable accidents - 0 (note: Two JGT trucks were involved in accidents in which they were struck by other vehicles.)

Average accidents per million miles for all Oregon carriers - 1.57

Speeding citations - 3 (one rescinded by a not guilty verdict)

Weight violations - 12 (six in first month due to faulty pressure valve that has since been replaced on all trucks, six due to driver error.)

Loads/tons to St. Johns - 145/3,802

Loads/tons to Marion Co. - 63/1,496

Mitigation Measures

JGT is in substantial compliance with all mitigation measures per the AAA agreement.

- ✓ All staging areas are located outside of the National Scenic Area.
- ✓ There have been no stops in the NSA except for five emergencies.
- ✓ JGT has arranged for the backhaul of recyclables from Arlington.
- ✓ Splash and spray suppressants have been installed on all wheels and non-turning axles.
- ✓ Containers have not leaked or released solid waste on roadways.
- ✓ Trucks will display a Metro-designed recycling message.
- ✓ JGT has submitted monthly reports on operations to Metro.
- ✓ Biannual review has been prepared and biannual review meeting is scheduled for September 5. Interested parties have been notified.
- ✓ Complete audit to be conducted at end of calendar year.
- ✓ All JGT subcontractors are complying with all mitigation measures.
- ✓ No amendments have been proposed to truck impact provisions in the Operation Plan.

Note: Mitigation measure # 3 states that to the extent feasible, trucks shall not operate in the NSA during the following times: 4 p.m. to 10 p.m. Fridays from June through September; All daylight hours on Saturdays from June through September; All day Sunday from June through September.

Although there were no trips on Sundays during June, it was necessary to make an average of 8 trips on Friday afternoons in June and 4 trips on Saturdays. It's expected that the number of these trips may decrease after a second compactor is installed at Metro South.

Change orders:

1. JGT has provided shuttle labor and equipment at Metro South. In exchange, Metro has provided a staging area adjacent to the transfer station.
2. Provided for the diversion of some waste to St. Johns. Expired on 6/30/90.
3. Same as number 2. Expires 9/30/90.
4. Provides for dust suppression at Metro South with a vegetable oil-based adherent on the gravel surface.
5. Modifies the "base year" to be used in determining inflation adjustments to the contract.

Other:

1. According to PUC Safety Enforcement Division, JGT's out-of-service and critical violation ratios are well below industry averages. JGT is in "substantial compliance with the Commission's safety regulations at this time."
2. During the first 6 months of the year, there were two rail accidents and two barge accidents in the gorge. One of the rail accidents resulted in a grain spill near Mosier. One of the barge accidents involved hazardous waste and the other caused significant damage to the locks at John Day Dam.
3. Metro has received no complaints regarding JGT operations or the appearance of the trucks.
4. As of 6/30/90, JGT employed 37 drivers, five administrative personnel and five shuttle drivers at Metro South. 42 of the 47 employees reside in Gilliam County.

Council
8/23/90

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN	)	RESOLUTION NO.90-1305
INTERGOVERNMENTAL AGREEMENT WITH)	
THE CITY OF GRESHAM TO PURCHASE,	)	Introduced by
DISTRIBUTE, AND PROMOTE CURBSIDE	)	Rena Cusma,
RECYCLING CONTAINERS	)	Executive Officer

WHEREAS, The Waste Reduction Chapter of the Regional Solid Waste Management Plan recommends the use of curbside recycling containers; and

WHEREAS, The Solid Waste Department has identified \$250,000 in the FY 1990-91 budget for start-up costs for curbside container recycling programs; and

WHEREAS, Metro will fund 10% of the one-time costs not to exceed \$70,000 that the City of Gresham will incur to coordinate, purchase, distribute and promote the curbside recycling containers; and

WHEREAS, An Intergovernmental Agreement has been negotiated between Metro and the City of Gresham; and

WHEREAS, The Executive Officer has reviewed the Intergovernmental Agreement with the City of Gresham and recommends Council approval; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes the Executive Officer to enter into an Intergovernmental Agreement with the City of Gresham to coordinate, purchase, distribute, and promote a curbside container program.

ADOPTED, by the Council of the Metropolitan Service District this _____ day of August, 1990.

Tanya Collier, Presiding Officer

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT dated this _____ day of _____ 1990, is between the Metropolitan Service District, a municipal corporation, hereinafter referred to as "Metro," whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and the City of Gresham, hereinafter referred to as "Contractor," whose address is 1333 N.W. Eastman Parkway, Gresham, Oregon, 97030-3825, for the period of September 4, 1990, through October 31, 1991.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to Metro the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To maintain records of all project expenditures by the budget categories identified in the Scope of Work, "Project Budget/Terms of Payment," of this Agreement and to provide a written record of project expenditures within seven (7) days written request by Metro;

4. To comply with any other "Contract Provisions" attached hereto as the Scope of Work; and

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

METRO AGREES:

1. To pay Contractor for services performed and materials delivered in the maximum sum of SEVENTY THOUSAND DOLLARS (\$70,000.00) in the manner and at the time designated in the Scope of Work, "Project Budget/Terms of Payment"; and

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

BOTH PARTIES AGREE:

1. Project Manager

a) The Metro Project Manager shall be Pamela Kambur or such other person as shall be designated in writing by Debbie Gorham, Waste Reduction Manager. The Metro Project Manager is authorized to carry out the work described in the Scope of Work, "Metro Project Manager's Responsibilities." The Metro Waste Reduction Manager is authorized to give notices as referred to herein, to terminate this Agreement as provided herein, and to carry out any other Metro actions referred to herein.

b) The City Project Manager, Contractor's representative, shall be Lynda Kotta or such other person as shall be designated in writing by the Head of the City of Gresham's Department of Community & Economic Development, Debbie Sagen. The City Project Manager is authorized to carry out the actions referred to herein.

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

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

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

CITY OF GRESHAM

Mayor

City Manager

Date

APPROVED AS TO FORM:

City Attorney

METROPOLITAN SERVICE DISTRICT

By: _____

Date: _____

APPROVED AS TO FORM:

Metro General Counsel

Scope of Work

Project: Containers for Curbside Recycling in East Multnomah Cities (Gresham serving as lead agency on behalf of Gresham, Troutdale, Fairview and Wood Village)

Contractor: City of Gresham

Project Term: September 4, 1990 to October 31, 1991

Contractor's Responsibilities:

The City Project Manager shall:

1. Develop intergovernmental agreements confirming support from the three neighboring cities of Troutdale, Fairview and Wood Village.

2. Request bids, using standard City purchasing procedures to obtain the lowest costs for an estimated 25,850 curbside containers that will meet the following minimum standards:

- a) a minimum of 25% post consumer plastic resin
- b) a minimum capacity of 14 gallons for source separated principal recyclables
- c) a positive track record demonstrating product quality including:
 - 5 references from other jurisdictions using the product and
 - documentation of a long product life in other curbside recycling programs (i.e. not needing replacement sooner than 5 years from distribution)
- d) a price that includes the costs of printing on the side of the container.

3. Work with Metro staff to confirm the actual number of containers needed to supply all single family dwellings in the four cities (plus a small area of the unincorporated urban portion of Multnomah County called "Interlachen").

4. Purchase single bin containers for all single family dwellings within the Metropolitan Service District boundary (including non-garbage customers) and within the boundaries of Gresham, Troutdale, Fairview, Wood Village, and the unincorporated area of Multnomah County called Interlachen). Purchase an extra 10% of the total number of bins currently

needed to serve as replacements for theft, damage, or new residents.

5. Sell containers to franchised or licensed haulers for their distribution to single family residents at the cost incurred by the City. The individual bins will be clearly identified as "Property of _____" (hauling company's name). Each hauling company must also purchase its proportion of replacement containers.

6. Develop decals that include preparation information about recyclable materials and identification of Metro's support to be affixed to each container.

7. Develop educational/promotional flyers to instruct residents on the "how-to's" and "why's" of properly preparing materials for recycling. An initial flyer shall be given to residents during the distribution of the bins followed by a reminder six months later. All printed materials will be approved in advance of printing and distribution by the Metro Project Manager and will state Metro's role in partial program funding.

8. Supervise the distribution of the bins by the franchised or licensed haulers in each of the cooperating jurisdictions to ensure:

- a) An informational door hanger is distributed prior to the distribution of the containers informing residents that the containers will soon be delivered; and
- b) Every single-family household within the cooperating jurisdictions receives a recycling container within the month of October.

9. Assist the Metro Project Coordinator and the Metro Public Affairs staff in the coordination of media campaigns to promote the use of curbside containers including:

- a) A major media event coinciding with the distribution of containers in October.
- b) Development of articles to insert in city/county newsletters or billing materials.

10. Assist the Metro Project Coordinator with technical assistance to local government personnel responsible for recycling activities within city boundaries as needed.

11. Provide detailed documentation of project costs and results on a quarterly basis including:

- a) Administrative costs incurred by cooperating jurisdictions
- b) Costs incurred by individual haulers during distribution, promotion (such as increased time by office staff), and implementation (such as needs for

- new equipment to handle increased volumes of recyclable materials)
- c) Participation levels within each hauler's service area
 - d) Tonnages of on-route recyclables collected, reported for each hauler service area
 - e) Survey of a representative sample of residents throughout the county to determine consumer attitudes regarding the container program during the third quarter of the first year of the project, or by June 30, 1991.

12. The quarterly reports shall be due to the Metro Project Manager on the following dates:

<u>Reporting Period</u>	<u>Date Report Due</u>
(September) October, November, December	last Monday in January
January, February, March	last Monday in April
April, May, June	last Monday in July
July, August, September	last Monday in October

Metro Project Manager's Responsibilities:

The Metro Project Manager shall:

1. Provide technical assistance to the City Project Manager as necessary to develop, execute, monitor, and evaluate the project.
2. Provide assistance to the City Project Coordinator with promotional and educational activities and review all written information to be distributed to program participants.
3. Monitor general project progress and review as necessary the Contractor's accounting records relating to project expenditures.

Project Budget and Terms of Payment:

Distribution of Cost Sharing:	Metro	Cities	Haulers	Total
1. Containers (including delivery from manufacturer)				
a. initial purchase	\$52,875	-0-	\$52,875	\$105,750
b. 10% replacement	-0-	-0-	10,575	10,575
2. Labor Costs				
a. Decal placement	1,705	-0-	-0-	1,705
b. Distribution	8,895	-0-	8,895	17,790
c. Add'l overhead	-0-	-0-	50,856	50,856
d. Add'l material handling	-0-	-0-	214,500	214,500
3. Add'l or New Equipment	-0-	-0-	250,000	250,000
4. Printing				
a. Decals	3,525	-0-	-0-	3,525
b. Door Hangers/Flyers	3,000	3,000	-0-	6,000
5. Project Coordination: City of Gresham staff	-0-	7,200	-0-	7,200
PROJECT TOTALS:	<hr/>	<hr/>	<hr/>	<hr/>
	\$70,000 +	\$10,200 +	\$587,701 =	\$667,901
Cost Sharing as Percent of total Project costs:	<hr/>	<hr/>	<hr/>	<hr/>
	10% +	2% +	88% =	100%

Contractor shall receive \$70,000, Metro's portion of the total project budget, from METRO on or before September 30, 1990. All expenditures over the total amount budgeted as METRO's cost share of \$70,000 shall be incurred by the Contractor or the haulers.

Both parties agree that the budget categories noted on the previous page are estimates of Contractor's and Hauler's expenses and that actual expenditures may vary from the amounts listed for each category.

Contractor shall maintain records of all project expenditures by the budget categories listed above and shall provide a written record of project expenditures within seven days written request by Metro.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1305 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM (ON BEHALF OF GRESHAM, TROUTDALE, WOOD VILLAGE, AND FAIRVIEW) TO PURCHASE, DISTRIBUTE, AND PROMOTE CURBSIDE RECYCLING CONTAINERS

July 26, 1990

Presented by: Debbie Gorham
Pamela Kambur

Background

The Waste Reduction Chapter of the Regional Solid Waste Management Plan established an objective to provide containers for curbside recycling to every single-family residence in the Metro region. The minimum standards for the 1990-91 fiscal year outlined in the Annual Waste Reduction Program For Local Government require each jurisdiction to: "Prepare and schedule the implementation of a recycling container collection system." This standard ensures that full implementation of containers throughout the region will be completed by the end of the following fiscal year, June 30, 1992.

During the past fiscal year, Metro assisted in the funding of approximately 65,000 single bin recycling containers in Clackamas County. Preliminary analysis of collection data indicates that participation in curbside recycling has increased significantly. Participation has tripled in some neighborhoods. Overall, Clackamas County staff expect at least a doubling of the volumes recycled.

Representatives from each DEQ Wasteshed have met with Metro staff to discuss tentative timelines for implementation of the container program in the rest of the region. From these discussions, the cities of eastern Multnomah County have worked together to be the next area to purchase and distribute containers. The attached Intergovernmental Agreement reflects the same level of Metro funding support as the Clackamas County proposal, approximately \$3.00 per single family household. Metro's portion of the total cost of implementing the container program is approximately 10%.

The City of Gresham has volunteered to serve as the lead agency to coordinate this project. Gresham is in the process of obtaining intergovernmental agreements with the cities of Troutdale, Wood Village and Fairview and has worked with haulers in each of the cities to obtain their input and agreement to the proposal. In addition, the neighborhood of "Interlachen" in unincorporated Multnomah County will be covered in this proposal as it is serviced by one of the Gresham haulers.

The \$70,000 cost to Metro is budgeted in a FY 1990-91 line item totaling \$250,000. It is expected that Washington County will request the remaining \$180,000 late in the fiscal year. Next year's budget request, FY 1991-92, will reflect any additional funds needed to complete Washington County's proposal, as well as recycling containers for the City of Portland.

Executive Officer's Recommendation

The Executive Officer recommends that Metro enter into the attached Intergovernmental Agreement with the City of Gresham, and that Resolution No. 90-1305 be adopted.

**WASTE TRANSPORT SERVICES - JACK GRAY TRANSPORT, INC.
BIENNIAL REPORT: JANUARY 1 THROUGH JUNE 30, 1990**

Report Compiled by the Metropolitan Service District

**BIANNUAL REPORT ON THE MITIGATION OF TRUCK IMPACTS DUE
TO THE METRO WASTE TRANSPORT SERVICES CONTRACT FOR THE PERIOD
JANUARY 1, 1990 TO JUNE 30, 1990**

In March of 1989, the Metropolitan Service District (Metro) and Jack Gray Transport, Inc. (JGT) entered into an agreement for the provision of waste transport services. The agreement, which provides for the transportation of solid waste from the Portland metropolitan area to the Columbia Ridge Landfill in Gilliam Co., Oregon, contains provisions for mitigating the impacts of transporting waste. In early 1990, the Automobile Club of Oregon (AAA), Metro, and JGT entered into a 12 point agreement which required mitigation measures in addition to, as well as reiterating, those measures contained in the Waste Transport Services Contract. This part of the biannual report addresses the 12 requirements of the AAA-Metro-JGT agreement. Attached is a review of the first six months of operations.

1. Staging areas shall be located in areas outside or excluded from the Columbia River Gorge NSA (National Scenic Area).

Action: All staging areas are located outside the NSA. The locations are:

Metro South Transfer Station
Oregon City, Oregon

Frosty's Truck Stop
Rufus, Oregon

Cottonwood Street
Arlington, Oregon

Columbia Ridge Landfill
Gilliam County, Oregon

2. Jack Gray Transport, Inc. trucks shall stop at designated stopping points outside the Columbia River Gorge NSA, except in cases of emergency as indicated on page 7 of the driver's handbook portion of the Operating Plan. Use of rest areas, turnouts, scenic vista points and state parks shall be limited to cases of emergency.

Action: JGT trucks have stopped in the NSA 5 times. All stops have been in cases of emergency. 4 of the stops were to aid at the scene of an accident, and one stop was due to involvement of a transport truck in an accident.

3. Jack Gray Transport, Inc. trucks shall operate twenty-four (24) hours a day. However, to the extent feasible trucks shall not operate in the Columbia River Gorge NSA during the following times:

4:00 p.m. to 10:00 p.m. Friday afternoons in June, July, August and September.

Daylight hours on Saturday in June, July, August and September.

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

Action: 4:00 p.m. to 10:00 p.m. Friday afternoons in June, July, August and September.

It has not been feasible for JGT to suspend trips through the NSA from 4 p.m. to 10 p.m. on Fridays in June, 1990. JGT has averaged 8 trips (both east and west bound) on Fridays in June.

It has not been feasible to suspend trips since the waste received on Fridays must be removed by the start of operations the following day by a condition of the permit issued by the City of Oregon City. Transfer vehicles to remove this waste must make round trips to Gilliam Co., unload, and return for more waste. While waste is transported after 10 p.m., transport operations often take until after dawn on Saturdays to remove all the waste.

The number of trips during 4 p.m. to 10 p.m. may decrease in 1991 with the installation of an additional compactor at the Metro South Station and the increase of transport equipment available after the opening of the Metro East Station.

Action: Daylight hours on Saturday in June, July, August and September.

An average of 4 trips have occurred on Saturdays in June. As explained above, waste from Fridays sometimes remains to be shipped after dawn on Saturdays.

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

No waste has been shipped on Sundays in June.

4. Jack Gray Transport, Inc. shall comply with Gilliam County's Waste Reduction Program and Specification 21.0 of the Waste Transport Services Contract by backhauling recyclables from Arlington to available recyclable markets.

Action: JGT has arranged for the transport of recyclables through Oregon Waste Systems, Inc., the landfill operator. No recyclables have been transported to

market during this period since a full load had not been accumulated.

5. Per PUC and ODOT operation requirements, Jack Gray Transport, Inc. trucks shall include splash and spray suppressant devices behind each wheel and rain suppressant side flaps on all non-turning axles.

Action: JGT has complied with PUC and ODOT requirements.

6. Jack Gray Transport, Inc. shall comply with Specification 10.2, paragraph 2, of the Waste Transport Services Contract by utilizing containers which will not leak or release solid waste on roads.

Action: No releases of waste on roads have occurred. Some leakage at the Metro South Station has been noted due to damage of container seals by the compactor. All damaged seals are repaired or replaced. The container manufacturer is redesigning the seals for increased durability.

7. Jack Gray Transport, Inc. shall comply with Specification 10.2, paragraph 4, of the Waste Transport Services Contract by maintaining tractors and containers suitably painted to present an acceptable appearance in the opinion of Metro including reasonable promotion of waste reduction and recycling.

Action: Metro has approved the current appearance of tractors and trailers. Metro has recently designed a waste reduction and recycling sign for installation on trailers. The sign (36'x36') should be installed on all trailers by mid-September.

8. Monitoring of the Waste Transport Services Contract shall include monthly coordination meetings with a monthly report presented by Jack Gray Transport, Inc. to discuss operational problems, complaints and any extraordinary occurrences per Specification 4.0 of the Waste Transport Services Contract. Monthly reports shall include written explanation of operational changes more than five (5) days during the month causing trucks to stop at points inside the Columbia River Gorge NSA or to operate during the hours indicated in item 3, above.

Action: JGT has complied with the meeting and reporting requirements. No operational changes causing trucks to stop in the NSA. See the discussion of item 3 above for actions regarding hours of operation.

9. The public review process which has solicited public comment on the draft Operating Plan shall continue to review ongoing operations with mutually agreed Gorge representatives in

twice per year meetings. Interested parties who request notice shall be notified of the time and place of the twice per year public meetings. Metro shall prepare a report reviewing the past six (6) months of operations for distribution at the twice per year meetings which shall be available ten (10) days prior to the meeting.

Action: Metro has compiled a mailing list of interested parties who have contacted Metro regarding this project. All such parties shall receive notification of the semi-annual meetings and a copy of the 6 month report (attached hereto) at least 10 days prior to the meeting upon request. Metro shall submit the mailing list to Automobile Club of Oregon's designated representative for review.

10. Metro shall conduct an annual audit of Jack Gray Transport, Inc. dispatch logs to determine contractor compliance with regulatory requirements, contract specifications and mitigation of truck impact provisions. The audit shall include a determination of the reasons for operations outside these mitigation provisions as part of contract administration. This annual audit shall be reported to the Metro Council as part of contract administration.

Action: Metro shall conduct such an audit at the conclusion of the calendar year and report its findings. Metro has reviewed logs as part of its investigation of item #3 above.

11. All mitigation of truck impact provisions for Jack Gray Transport, Inc. shall be requirements for any subcontractor of Jack Gray Transport, Inc. to the extent required by the Waste Transport Services Agreement.

Action: JGT has complied with this requirement.

12. Proposed permanent amendments to these mitigation of truck impact provisions in Exhibit 12 of the Operation Plan may be approved by Metro's Executive Officer after thirty (30) days notice to interested parties who request such notice.

Action: No such amendments have been proposed.

**WASTE TRANSPORT SERVICES - JACK GRAY TRANSPORT, INC.
BIANNUAL SUMMARY REPORT: JANUARY 1 THROUGH JUNE 30, 1990**

Report Compiled by the Metropolitan Service District

PROJECT HISTORY: On March 27, 1989, the Metropolitan Service District (Metro) contracted with Jack Gray Transport, Inc. (JGT) to provide for trucking of solid waste from the Portland metropolitan area to the Oregon Waste Systems, Inc. Columbia Ridge Landfill near Arlington, Oregon. Beginning January 2, 1990, the contract required JGT to transport to the Columbia Ridge Landfill the majority of solid waste brought to the Metro South Transfer Station, located in Oregon City. The duration of the Waste Transport Services Contract is a minimum of twenty years, with project completion expected to occur on December 31, 2009.

Initiation of JGT's trucking services coincided with the arrival of three new elements in the Metro disposal system: a new transfer station operator, Waste Management of Oregon, Inc.; a new method of waste consolidation, the Amfab Transpak waste compactor; and a new regional landfill, Columbia Ridge Landfill in Gilliam County. Largely because of these new elements, the first six months of the contract have been typified by operational coordination and experimentation. Innovative solutions to technical problems were achieved by Metro and the various contractors regarding such issues as the efficient loading of waste, compactor operations, equipment modifications, and necessary accounting controls. As of July 1, 1990, operations are considerably more uniform, characterized by consistent and reliable waste transport services as performed by JGT.

Waste Quantities Transported: From January 2, 1990 through June 30, 1990, JGT transported in excess of 179,048 tons of solid waste to the Columbia Ridge Landfill, a total of 6,351 loads (averaging 28.2 tons per load). An additional 208 loads, totalling over 5,298 tons, were transported to the St. Johns Landfill and the Marion County Waste-to-Energy Facility. In total, JGT trucks have travelled in excess of 1.95 million miles in performance of the Waste Transport Services Contract. A summary of waste transported during the first six months of 1990 is as follows:

<u>Month</u>	<u>Columbia Ridge</u>		<u>St. Johns Landfill</u>		<u>Marion County</u>	
	<u>Loads</u>	<u>Tons</u>	<u>Loads</u>	<u>Tons</u>	<u>Loads</u>	<u>Tons</u>
Jan.	1074	27,380	104	2,692	0	0
Feb.	854	24,884	10	298	0	0
March	1088	30,672	11	279	1	21
April	1117	31,769	20	533	0	0
May	1127	32,497	0	0	29	712
June	<u>1091</u>	<u>31,846</u>	<u>0</u>	<u>0</u>	<u>33</u>	<u>763</u>
Totals:	6351	179,048	145	3,802	63	1,496

JACK GRAY TRANSPORT BIENNIAL REPORT - JUNE 30, 1990

Cost of Waste Transport Services: The Waste Transport Services Request for Bids required each bidder to submit a "unit price" bid (for each load of waste) and a "lump sum" bid (for fixed costs). Metro analyzed the bids based on expected costs for the 20-year term of the contract and found JGT to be \$22 million less costly than the next lowest, acceptable bid.

Currently, the unit price for each load of waste hauled by JGT to the Columbia Ridge Landfill is \$343.95. In addition, monthly lump sum payments are \$69,116.67. For the first six months of the Contract, unit price and lump sum payments have totalled \$2,563,085.27 for waste hauled to the Columbia Ridge Landfill. The average cost of transporting a ton of waste to the Columbia Ridge Landfill is approximately \$14.32. Expenditures for performance of Change Orders to the Contract (described in a later section of this report) total an additional \$173,962.31.

TRANSPORT SAFETY: The bids submitted in response to Metro's Waste Transport Services Request for Bids originally included proposals from barge and railroad representatives. When JGT was announced as the most economical of the qualified bidders, considerable opposition was voiced by concerned citizens and other groups. These concerns were mostly related to traffic safety, potential for waste spillage, and the obtrusiveness of additional truck traffic on Interstate 84. Each of these concerns is addressed below.

Equipment Safety: The trucking industry is carefully regulated in the State of Oregon, principally by the Oregon Public Utility Commission (P.U.C.) and the Oregon Department of Transportation (ODOT). Metro Solid Waste Department staff have communicated extensively with these agencies as part of the ongoing process of reviewing JGT's operations. To date, JGT has established an excellent record with the P.U.C. and ODOT.

The P.U.C. closely monitors vehicle safety via frequent structural inspections of trucks, and by auditing driver logs for compliance with safety regulations. In the first six months of the Waste Transport Services Contract, the P.U.C. has examined JGT vehicles at the various staging areas and at the Cascade Locks scaling station, and has spot-checked driver logs on other, unannounced visits. In addition, P.U.C. representatives have on three occasions ridden in JGT trucks to check drivers' hours-of-service and speed and have found the company to be in substantial compliance with the P.U.C.'s safety regulations. At JGT's request, the P.U.C. conducted a driver training session at JGT's Columbia Ridge Landfill shop and pre-inspected JGT's equipment prior to use.

JACK GRAY TRANSPORT BIENNIAL REPORT - JUNE 30, 1990

As reported by the P.U.C., the following is a sample of the P.U.C.'s regulatory inspections of JGT:

<u>Inspection Type</u>	<u>Result</u>	<u>Date</u>
1. Pre-inspection of JGT equipment (when new)	Satisfactory compliance	12-89
2. Vehicle inspections (2) Driver logbook reviews	Both out of service Complied	2-6-90
3. Vehicle inspection Driver logbook review	No infractions Complied	2-9-90
4. Driver hours of service (test run with P.U.C.)	Compliance with P.U.C. regulations	3-20-90
5. Vehicle inspection Driver logbook review	No infractions Complied	4-5-90
6. Vehicle inspection Driver logbook review	No infractions Complied	4-11-90

Overall the P.U.C. has conducted 15 inspections involving 30 vehicles and 15 drivers. No logbook violations were detected; three of the thirty vehicles were found to have structural deficiencies requiring the vehicles to be placed "out of service" until repairs were completed.

JGT's violation ratio for "out of service" infractions is less than two-thirds the ratio for vehicles of the same industry classification. In other words, the average commercial transporter ("industry" average; see Appendix) providing service similar to JGT's would experience three "out of service" infractions for every two violations received by JGT. Similarly, JGT's "out of service" ratio is less than one-half of the average for all commercial truck traffic in the state of Oregon.

JGT currently experiences "critical violations"¹ less than one-half as often as commercial vehicles in the same industry classification, and approximately one-third the frequency experienced by all commercial carriers in the state of Oregon.

Effective safety compliance and structural integrity of the JGT trucks and trailers is expected to continue. In the bid documents submitted to Metro, JGT has committed to a schedule of

¹ The P.U.C. considers a "critical violation" as a structural deficiency likely to cause an accident or equipment breakdown. See Appendix for additional definitions and information.

JACK GRAY TRANSPORT BIENNIAL REPORT - JUNE 30, 1990

equipment replacement that Metro anticipates will ensure safe truck transfer of solid waste throughout the life of the Contract.

Accidents: According to the P.U.C., there were 17 truck accidents² in the Columbia River Gorge during the period of January through June of 1990. None of these accidents involved JGT. By comparison with the two alternative methods of transport, there were at least two train derailments (one resulted in a grain spill near Mosier, Oregon) and two barge accidents (one barge grounding involved hazardous waste; another resulted in significant damage to the locks at John Day Dam).

The nearly two million miles travelled by JGT trucks has resulted in two minor accidents; none of these incidents was attributable to JGT driver inadequacy. A synopsis of these accidents is as follows:

<u>Date</u>	<u>Accident Details</u>
1. 2/13/90	Volkswagen van spun out in front of JGT vehicle; struck by JGT truck
2. 5/30/90	Pickup ran into side of JGT truck

According to P.U.C. statistics regarding truck transport, the average national expectancy is 1.57 accidents per million miles travelled for vehicles of the same industry classification. To date, JGT has not experienced a "recordable" accident.² See the Appendix for additional details.

Traffic Violations: As of June 30, 1990, JGT drivers have received three speeding citations, the circumstances and results of which are listed below:

<u>Date</u>	<u>Type of Infraction</u>	<u>Current Status</u>
March 6, 1990	62 MPH in 55 MPH zone	Not Guilty
May 1, 1990	65 MPH in 55 MPH zone	Guilty
May 25, 1990	65 MPH in 55 MPH zone	Guilty

Statistics regarding expected citation rates for commercial transporters are not currently available from the public agencies which regulate and monitor traffic speed laws.

Truck and Trailer Appearance: JGT purchased new trucks, trailers, and shuttle vehicles to perform the waste transport services. JGT currently utilizes 24 trucks, 94 trailers, and 4

² An accident is "recorded" by the P.U.C. if there is an injury, death, or property damage in excess of \$4400.

JACK GRAY TRANSPORT BIENNIAL REPORT - JUNE 30, 1990

shuttle vehicles to perform waste transport and shuttle services involving Metro South Station and the Columbia Ridge Landfill. After the Metro East Transfer Station becomes operational, JGT will expand its fleet to approximately 32 trucks, 225 trailers, and 10 shuttle vehicles.

JGT's equipment currently complies with Contract Specification 10.2, which addresses the physical appearance of the vehicles. Equipment cleaning and maintenance has been performed by JGT as necessitated by operating conditions.

The Metro Public Affairs Department has recently designed a placard which promotes waste reduction and recycling. A placard will be affixed to the back of each JGT trailer by September 15, 1990 (this is also required by Contract Specification 10.2). A sample of the placard is contained in the Appendix.

To date, no complaints have been received by Metro or JGT regarding JGT's operations or the appearance of the JGT transport vehicles. It is important to note that the JGT trucks do not portray any visible indications that the vehicle cargo is solid waste. To the casual observer, the vehicles appear as common commercial truck transport.

Inquiries were sent by JGT to approximately 25 potentially impacted Oregon communities along the Columbia River Gorge corridor regarding comments on JGT operations. To date the following jurisdictions have responded (see correspondence in Appendix):

Affected Jurisdiction

1. Gilliam County
2. City of Hood River
3. City of Rufus
4. City of The Dalles
5. Wasco County

No complaints have been received by these jurisdictions. Most of the respondents were highly complimentary of JGT's operations and the responsiveness of JGT's personnel. Similarly, P.U.C. and ODOT representatives praised JGT's performance and responsiveness to date.

Splash and Spray Suppressant Devices: JGT complies and exceeds Attachment 13 to OAR Chapter 734, Division 74, which specifies the required devices utilized in rainy weather by "Extended Weight" transporters. JGT exceeds these requirements by extending the spray-suppressant flaps an additional ten inches toward the ground on the tractor push axles.

JACK GRAY TRANSPORT BIENNIAL REPORT - JUNE 30, 1990

Weight Compliance: The potential damage to Oregon's roadways, particularly Interstate 84, was a major concern for many citizens. With the goal of avoiding overloaded vehicles, the Waste Transport Services Contract was carefully written to avoid incentives to the Contractor to overload its vehicles. This aim was achieved mainly through paying the Contractor on a per load basis, as opposed to payment based upon load weight.

Conversely, the Metro South Station Operations Contract contains an incentive clause to encourage the station operator to achieve the maximum possible waste bale weight without overloading vehicles. The Metro South Operator is contractually required to correct overloads at the Operator's expense. In this manner, it is Metro's goal to maximize the weight of each load, yet minimize the possibility of overloaded vehicles on Oregon highways.

Each JGT truck/trailer combination features a specialized seven axle design engineered to appropriately distribute loads of as much as 32 tons of solid waste. The trailers feature a "air axle", which is adjusted using pressurized air, to balance the vehicle axles such that the axle combinations each bear the proper proportion of total vehicle and load weight. In early January, JGT found that the pressure regulator for these air axles did not perform adequately. The trailer manufacturer (Fruehauf) replaced each regulator with an improved component designed to suit JGT's vehicle configuration. To date, ODOT reports the following citations to JGT vehicles for overweight and other violations:

<u>Violation</u>	<u>Reason</u>	<u>Date</u>
1. 1800# overweight	Faulty valve	1-10-90
2. 2600# overweight	Faulty valve	1-10-90
3. 12,400# overweight	Faulty valve	1-12-90
4. 11,600# overweight	Faulty valve	1-15-90
5. 4700# overweight	Faulty valve	1-22-90
6. Missing mudflap	Lost in transit	1-22-90
7. 10,700# overweight	Faulty valve	1-24-90
8. 1900# overweight ₃	Driver error	2-6-90
9. 2700# overweight ₃	Driver error	2-20-90
10. 2000# overweight ₃	Driver error	3-7-90
11. 2300# overweight	Driver error	5-21-90
12. 3100# overweight	Driver error	5-22-90
13. 4400# overweight	Driver error	5-22-90

³ JGT found "not guilty" of these violations.

JACK GRAY TRANSPORT BIENNIAL REPORT - JUNE 30, 1990

The overweight violations listed as "Faulty valve" were due to the dysfunctional pressure regulators referred to earlier on this page. The manufacturer (Fruehauf) paid the penalties associated with these citations. The "Driver error" citations were all due to the failure of the truck driver to appropriately pressurize the "air" (weight distribution) axle.

ODOT verbally indicates that JGT's overweight violations are well below the industry average. No comparative overweight data is currently available.

JGT has maintained extensive communications with the ODOT scaling station near Cascade Locks, particularly during the startup of operations. The first few months of waste transport services required considerable attention to detail and analyses by JGT to achieve the operational understanding necessary to ensure that each axle on JGT truck/trailer combinations was consistently within legal weight limitations. Continued communication between JGT and ODOT is expected to maintain the currently successful level of compliance with ODOT vehicle weight regulations.

The appropriate location and composition of the waste bale are important factors in determining compliance with the ODOT's weight distribution regulations. Overloads do occur, despite the efforts of JGT shuttle drivers and the Amfab operators to properly distribute the waste and load the trailers. These overloads are diagnosed at the transfer station, prior to being driven on public roads. On every load, each axle combination is weighed at least once (more often if necessary) to ensure the load will comply with ODOT regulations. Loads found to be overweight are stored in the staging area until the end of the operations day, then sufficient waste is unloaded from the overloaded trailer back into the transfer station pit to bring the trailer within compliance. It is in the public interest for each load to contain the maximum possible weight (to reduce overall waste disposal costs) yet still comply with ODOT weight regulations. Metro, JGT, and Waste Management of Oregon work cooperatively to achieve an effective balance between these goals.

To date, the waste transported to the Columbia Ridge Landfill has averaged 28.2 tons per load.

Other Events: The loading of waste bales from the Amfab compactor into the JGT trailers requires the respective equipment operators to be attentive and precise. Nonetheless, significant damage to trailers has occurred on several occasions, usually due to waste material rising out of the bale and striking the roof of the trailers. On each occasion, JGT has promptly repaired the trailers and put them back into

JACK GRAY TRANSPORT BIENNIAL REPORT - JUNE 30, 1990

service after inspection and certification by the trailer manufacturer.

JGT Employee Information: As of June 30, 1990, JGT employed 37 drivers, five administrative personnel, and five employees related to shuttle operations at Metro South station. 42 of the 47 employees reside in Gilliam County, with the five exceptions being those individuals employed at Metro South Station. To date, two transport drivers and one shuttle operator have been terminated.

STATUS OF STAGING AREAS: Efficient waste transport requires the use of staging areas. The following synopsis summarizes the status of JGT's development of staging areas:

Metro South Station: JGT is currently utilizing a temporary staging area adjacent to the Metro South Station. During the next year, a larger, improved facility will be built which will increase the efficiency of waste transport services. The current facility enables JGT to store overloaded trailers until load reconsolidation can occur to bring the trailer within legal road weight limits. In addition, the facility enhances JGT's flexibility in scheduling the flow of waste to the Columbia Ridge Landfill.

The Dalles: JGT was attempting to site a staging facility at The Dalles. Approval was received from the City Planning Commission, and the first appeal at the City Council upheld the decision to allow JGT to construct a staging facility in the Industrial Area of the city. The matter was appealed to the next level, at the Land Use Board of Appeals. JGT removed their application May 29, 1990, before a hearing was held. JGT's current operations plan does not include the siting of a staging area in The Dalles.

Biggs: The City of Biggs approved the siting of a staging area, and the decision was appealed but upheld by the County Commissioners. The second appeal was again with the Land Use Board of Appeals when JGT removed their application May 29, 1990, prior to the hearing date. JGT's current operations plan does not include the siting of a staging area in The Dalles.

Rufus: After approval by the City Council, JGT located and is currently utilizing a staging area in Rufus.

Arlington: After approval by the City Council, a staging facility was located and is currently in use by JGT.

Columbia Ridge Landfill: A staging area for solid waste containers is a part of the land use permit received by Oregon Waste Systems, Inc. for the Columbia Ridge Landfill. JGT and Oregon Waste Systems have a contractual arrangement by which JGT

JACK GRAY TRANSPORT BIENNIAL REPORT - JUNE 30, 1990

utilizes the staging facility and has offices (including the dispatch radio headquarters) at the site. All loads from the other staging areas are consolidated at the site and unloaded during normal landfill operating hours. The empty trailers are then returned to the Metro South Station.

JGT's current operations plan specifies the typical driver's work day to begin at Arlington. An empty trailer is transported by the driver to Metro South Station, where a loaded trailer is obtained and transported back to the Columbia Ridge Landfill. An empty trailer is retrieved and returned to Metro South Station, where another load of waste is obtained and transported back to the Columbia Ridge Landfill. Variations of this typical work day are utilized by JGT to optimize scheduling of drivers and to achieve compliance with P.U.C. driver hours-of-service regulations.

CHANGE ORDERS TO THE CONTRACT: To date, five Change Orders have been executed to modify and improve services provided under terms of the Waste Transport Services Contract. Each of these is summarized as follows:

Change Order No. 1: When the Waste Transport Services Bid Documents were written, it was expected that shuttle services would be performed by the Metro South Station Contractor. Metro staff later determined that it was more appropriate for JGT to handle its own equipment, to minimize damage and coordination difficulties between the two contractors. Via Change Order No. 1, Metro provided a staging area for JGT adjacent to Metro South Station on an unused section of the site. In exchange, JGT provides the labor, materials and equipment necessary to shuttle the trailers to and from the Amfab compactor. This Change Order was executed on January 12, 1990.

Change Order No. 1 provides limitations to JGT's labor and equipment costs to perform the shuttle operations. If shuttle operations exceed 16 hours per day on weekdays, JGT is reimbursed \$46.73 per hour (termed "shuttle overtime"). To date, a total of \$110,483.60 has been paid to JGT for shuttle overtime. Metro anticipates a significant reduction in shuttle overtime expense when planned facility modifications (which include the addition of a second waste compactor and expanded staging area) to the Metro South Station are completed in early 1991.

Change Order No. 2: This Change Order was executed to address two issues. First, St. Johns Landfill is required to close by February, 1991. Current direct-haul disposal quantities are not anticipated to provide the amount of waste necessary to reach the final contours needed to achieve proper closure. In addition, Metro has an existing intergovernmental commitment to provide waste to the Marion County Waste-to-Energy Facility to

JACK GRAY TRANSPORT BIENNIAL REPORT - JUNE 30, 1990

offset waste shortages which hamper efficient incinerator operations. This Change Order provides for diversion of waste from Metro South Station to St. Johns Landfill or Marion County and establishes the rate for reimbursement to JGT (\$4.75 per ton). Terms of this agreement require JGT to provide equipment different than the normal JGT vehicle configuration, specifically self-unloading trailers. Change Order No. 2 was executed on March 12, 1990 and expired June 30, 1990. Metro paid JGT \$56,900.40 for services provided under this Change Order.

Change Order No. 3: This Change Order is substantially similar to Change Order No. 2. It addresses the continued need for Metro to divert minor amounts of waste to St. Johns Landfill and Marion County. The term of Change Order No. 2 is extended from July 1, 1990 through September 30, 1990. This Change Order was executed on May 4, 1990; no expenditures have been made under terms of the agreement.

Change Order No. 4 provides for dust suppression in the temporary staging area at Metro South Station. Since the staging area will be completed in conjunction with the planned station modifications, the current facility has a graveled surface, which generates considerable dust during dry climactic conditions. Under terms of this agreement, JGT provides for dust control, utilizing a subcontractor who applies a vegetable oil-based adherent to the gravel surface. To date, Metro has paid \$4579.68 for services under Change Order No. 4.

Change Order No. 5 modifies and establishes the calendar months which constitute the "base year" and subsequent years for purposes of achieving inflation-offsetting adjustments to the unit price (cost of loads to the Columbia Ridge Landfill). This Change Order modified the inflation adjustment as provided for under terms of the original Contract. No expenditures have been made by Metro under terms of this agreement.

APPENDIX

1. Correspondence
2. Public Utility Commission Information
 - P.U.C. letter of safety compliance
 - Information and Definitions
3. Recycling Promotion; Sample Placard

CORRESPONDENCE

Mayor
KENNETH A. JERNSTEDT

Council
DAVID JENSEN, President
GLENN BRITTENHAM
ROBERT KIRKWOOD, Jr.
JACK KENT
GLENN P. TAYLOR, Jr.
GARY D. GORMAN



P.O. BOX 27
HOOD RIVER, OREGON 97031
(503) 386-1488

July 24, 1990

James H. Wright
Jack Grey Transport, Inc.
32234 11th Ave., SW
Federal Way, WA 98023

Dear Mr. Wright:

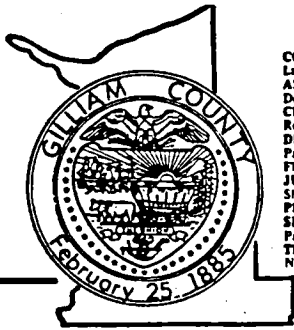
Responding to your letter of July 16, 1990, neither the staff of the City nor I have received any complaints (about your operations) from the citizens of Hood River.

Thank you for your concern.

Sincerely,

Kenneth A. Jernstedt
Mayor, City of Hood River

KAJ:jm



COUNTY JUDGE
Laura Pryor 384-6351
ASSESSOR
Don Kirby 384-3781
CLERK
Rena Kennedy 384-2311
DISTRICT ATTORNEY
Pat Wolfe 384-3352
FINANCE 384-2721
JUSTICE OF THE PEACE
Sharon Nix 384-5821
PLANNING/ROAD 384-2381
SHERIFF
Paul Barnett 384-2851
TREASURER/TAX COLLECTOR
Narita Bettencourt 384-6321

Laura M. Pryor
Gilliam County Judge

P.O. Box 427
Condon, Oregon 97823

July 23, 1990

(503) 384-6351

James H. Wright
Jack Gray Transport, Inc.
P.O. Box 40
Arlington, OR 97812

Dear Mr. Wright:

After reviewing the record of the miles driven and tons of solid waste moved during the past 6 months, I would like to congratulate you and your drivers for the excellent performance.

I do not believe there has been, in recent years, any trucking contract that has conducted it's operation under such intense public scrutiny. That your company has met the challenge and proved the point is gratifying.

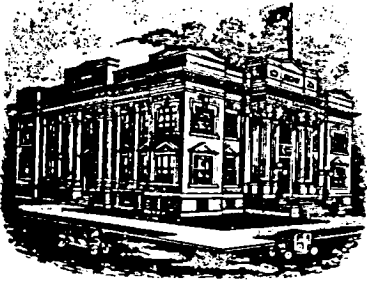
Gilliam County has been involved in passive monitoring of the trucks impact on Highway 19 and I-84 for these past months. As you know, transportation is this county's life blood. Any adverse occurrence in your trucking operation could have impacts beyond the current METRO contract and would not be well received here, for many reasons.

It is with pleasure that we commend your drivers for their fine record and Jack Gray management for setting standards of excellence.

Sincerely,

Laura M. Pryor

LP:bp



WASCO COUNTY

Wasco County Court
Room 306
5th & Washington
The Dalles, Oregon 97058
(503) 296-2207

William L. Hulse, *County Judge*
Scott McKay, *County Commissioner*
John Mabrey, *County Commissioner*

July 24, 1990

Mr. James H. Wright
Jack Gray Transport, Inc.
2001 Washington Street
Oregon City, Oregon 97045

Dear Jim:

I am pleased to be able to write a letter about Jack Gray's operation with no negative comments in it.

I remember so well when you were going through the permit process the many fears and concerns that were voiced.

There has been no negative impact in Wasco County. Your drivers are courteous and rarely exceed the speed limit.

You have provided good paying employment to many people in our area, which we truly appreciate.

Taking all of these things into consideration, I would grade your operation with a high A.

If we can be of further assistance please feel free to call on us.

Yours very truly,

WASCO COUNTY COURT

William L. Hulse
William L. Hulse
WASCO COUNTY JUDGE

WLH:kam



W.J. "Webb" Petersen
Mayor

Mr. James H. Wright
C/O Jack Gray Transport, Inc.
P.O. Box 40
Arlington, Oregon 97812

August 2, 1990

Dear Mr. Wright,

This is in response to yours of July 16, 1990 relative to your firms performance and compliance with Oregon State law and the operations of your firm.

First, let me say that I am a frequent traveler between The Dalles and Portland and have never seen one of your trucks in violation of any traffic or environmental law. Further, I have yet to hear anyone voice a complaint or sight any example where your drivers or vehicles have offended anyone. To my knowledge, your firm has been a perfect example of what a good neighbor and friend should be in performing their civic duty.

I, personally, would like to thank you for maintaining the high standards you agreed to in your contract, and in many cases exceeded your agreement, in courtesy and safety.

Keep up the good work. Your performance thus far has been exemplary.

Sincerely,

A handwritten signature in cursive script, appearing to read "W.J. Petersen", enclosed within a large, loopy oval.

W.J. "Webb" Petersen
Mayor

City of Rufus

(503) 739-2321

P. O. Box 27

RUFUS, OREGON 97050

July 23, 1990

James H. Wright
Jack Gray Transport, Inc.
P.O. Box 40
Arlington, OR 97812

Dear Mr. Wright,

In reply to your letter of July 16, 1990, I am pleased to acknowledge the working relationship with your company has been very good. Your drivers are courteous and drive through town in a safe manner and are at or below the speed limit. There has been little impact to our area other than the business your drivers have brought to our local businesses.

Enclosed is a copy of a letter the council recently sent to the Editor of The Dalles Chronicle and which appeared in the July 11, 1990 paper.

Thank you and your people for your continued efforts to make Jack Gray's presence in our area a positive and pleasant experience.

Sincerely,

Carole E. Eaton
Mayor

Jack Gray welcome

Editor:

The Rufus City Council would like to acknowledge the positive contribution that Jack Gray Transport is making to our community. Since granting them permission to store and transfer their waste canisters in our area they have been the best of neighbors. Any problems that seemed to be developing have been rectified immediately.

In April we held a city clean-up day and Jack Gray transport was a vital part of that project. They furnished two canisters to collect our rubbish and hauled it to the landfill free of charge.

When Jim Wright, Jack Gray's manager in Arlington, learned of the interest of some of our local people in seeing how the landfill is operated, he informed us that he would like to sponsor a tour of the facility. He is in the process of setting up this tour with a Gray-sponsored lunch and a chartered bus tour of the operation.

Mr. Wright has also asked the council to come up with a project or special need for our area, that they can be a part of.

After all the adverse publicity and negative reactions that Jack Gray Transport has received, we just wanted everyone in this area to know that a pleasure it is to work with them and that we welcome them to our neighborhood.

Mayor Carol E. Eaton

Council: Zoe Paul

Luella Baunach

Bob Morris

Karen Wentz



Department of State Police

3313 NE Frontage Rd.
The Dalles, OR 97058

July 31, 1990

Jack Gray Transport, Inc.
Attn: James H. Wright
P.O. Box 40
Arlington, OR 97812

Dear Mr. Wright:

I have received your letter of July 16, 1990, wherein you requested my observations and opinions pertaining to your company operators to this date. In addressing the things noted in your letter I have discussed these items with the patrols and have made my own personal observations.

Your drivers seem to be quite courteous and safe operators. The only possible negative comment would be pertaining to the obeying of the speed limits for motor trucks. The speeds, at first, were very legal, but as time passes it seems the speeds increased, which has resulted in several drivers being cited for speed violations.

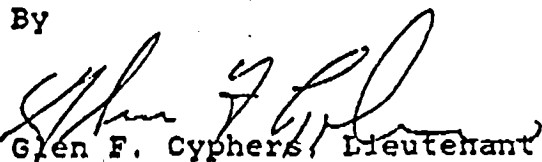
On the positive side, it seems that the area most favorably impacted is the Rufus Area where your drivers evidently exchange trucks.

I also feel that it should be noted that, to date, we have yet to cover a motor vehicle accident involving one of your units.

Sincerely,

R.B. Madsen, Superintendent

By


Glen F. Cyphers, Lieutenant

GFC/klh

OREGON PUBLIC UTILITY COMMISSION
CORRESPONDENCE, INFORMATION & DEFINITIONS



PUBLIC UTILITY COMMISSION OF OREGON

LABOR & INDUSTRIES BUILDING, SALEM, OREGON 97310-0335 PHONE (503) 378-2987

August 6, 1990

Jim Wright
Jack Gray Transport Inc
PO Box 40
Arlington OR 97812

RECEIVED
AUG 13 1990
FILE CODE:
METRO SOLID WASTE DEPT.

RE: Jack Gray Transport Safety Compliance

This intrastate Oregon operation started in December of 1989 and continues through today. The vehicles run from the Arlington Waste site to the Portland metropolitan area utilizing the following highways: I-84, I-205, I-5, and US 30.

From December 1989 to May 31, 1990, Jack Gray Transport, Inc., has reported running 1,756,444 miles in Oregon. They have reported no reportable accidents. The average accidents per million miles for all carriers operating in Oregon is 1.57.

Inspections performed on the vehicles indicate their out-of-service and critical violation ratios are well below industry averages.

On several occasions safety investigators have visited the Jack Gray terminal in Arlington. On three occasions they rode on trucks checking drivers hours-of-service and speed and have found the company to be in substantial compliance with the Commission's safety regulations at this time.

Dale Smith, Manager
Safety Enforcement Section
Transportation Safety Division

ds/6828J

P.U.C. INFORMATION AND DEFINITIONS

- The "Class" classification is a composite average for all vehicles of a commercial transport type similar to JGT.
- The "Industry" classification is for all commercial transport within Oregon and registered with the P.U.C.
- The "Out of Service" distinction is a percentage calculation based upon vehicles inspected by the P.U.C. that are not allowed to continue over-the-road transport until repairs are accomplished divided by the total number of carrier's vehicles inspected.
- The "Total Violation Ratio" compares total component "minor" violations to total inspections. These types of violations are typically such items as burnt-out marker lights, missing battery covers, oil leaks, etc.
- The "Critical Violation Ratio" compares the number of vehicles inspected, components found to be out of compliance, and violations of a "serious" nature (e.g., "likely to cause an accident or breakdown").
- Note: An accident is not recorded by the P.U.C. unless an injury, death, or \$4400. of property damage occurs.
- During 1989, there were six inspections of JGT vehicles; no violations were found (the equipment was new). JGT requested the P.U.C. to conduct these inspections.
- As of June 30, 1990, there have been 15 inspections involving 30 vehicles and 15 drivers. 3 of the 30 vehicles were place out of service; the violations were found with the drivers (logbooks).
- JGT has not experienced a "recordable" accident as of June 30, 1990. The "Total Accident Ratio" on a national level equals 1.57 accidents per million miles travelled. The "Preventible Accidents Ratio" is .76 nationally. JGT's ratio is obviously .00 at this point.

WASTE REDUCTION & RECYCLING PROMOTION

**SAVE THE EARTH.
RECYCLE.**

