



**METRO**

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

# Agenda

DATE: July 25, 1991  
MEETING: METRO COUNCIL  
DAY: Thursday  
TIME: 5:30 p.m.  
PLACE: Metro Council Chamber

Approx.  
Time\*

Presented  
By

5:30 CALL TO ORDER/ROLL CALL  
(5 min.)

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

3.1 Regional Facilities Public Policy Advisory Committee Update

5:35 4. CONSENT AGENDA (Action Requested: Motion to  
(5 min.) Adopt the Items Listed Below)

4.1 Minutes of May 2 and 9, 1991

4.2 Resolution No. 91-1459, To Permit Metro to Participate in the Oregon State and Federal Surplus Property Utilization Program

5:40 5. ORDINANCES, FIRST READINGS  
(5 min.)

5.1 Ordinance No. 91-415, For the Purpose of Reapportioning Council Districts (Action Requested: Refer to Governmental Affairs Committee)

5.2 Ordinance No. 91-416, For the Purpose of Amending Ordinance No. 88-266B Adopting the Regional Solid Waste Management Plan to Incorporate the Metro West Transfer and Material Recovery System Chapter (Action Requested: Refer to Solid Waste Committee)

5.3 Ordinance No. 91-417, An Ordinance for the Purpose of Amending and Renewing the Franchise Agreement with East County Recycling, Inc.; and Declaring an Emergency (Action Requested: Refer to Solid Waste Committee)

(Continued)

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

Approx.  
Time\*

Presented  
By

**6. ORDINANCES, SECOND READINGS**

(REFERRED FROM THE FINANCE COMMITTEE)

- 5:45 (10 min.) 6.1 Ordinance No. 91-414, Amending Ordinance No. 91-390A Revising the FY 1991-92 Budget and Appropriations Schedule for the Purpose of Funding Modifications to the STRAP Computer Project Public Hearing (Action Requested: Motion to Adopt the Ordinance)

(REFERRED FROM THE SOLID WASTE COMMITTEE)

- 5:55 (10 min.) 6.2 Ordinance No. 91-413, For the Purpose of Approving an Increase in the Transfer Rate for the Forest Grove Transfer Station Public Hearing (Action Requested: Motion to Adopt the Ordinance)

Gardner

(REFERRED FROM THE GOVERNMENTAL AFFAIRS COMMITTEE)

- 6:05 (10 min.) 6.3 Ordinance No. 91-409, Amending Chapter 2 of the Metro Code to Establish the Appointment Process, Qualifications, and Terms of Office for Members of the Portland Metropolitan Area Local Government Boundary Commission Public Hearing (Action Requested: Motion to Adopt the Ordinance)

**7. RESOLUTIONS**

(REFERRED FROM REGIONAL FACILITIES COMMITTEE)

- 6:15 (20 min.) 7.1 Resolution No. 91-1478, For the Purposes of Authorizing Execution of a Sale Agreement for the Acquisition of the Sears Facility Excluding the Adjacent Parking Garage and for the Preparation of an RFP for the Renovation of the Sears Facility (Action Requested: Motion to Adopt the Resolution)

(Continued)

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

Approx.  
Time\*

Presented  
By

**7. RESOLUTIONS** (Continued)

(REFERRED FROM THE SOLID WASTE COMMITTEE)

6:35      **7.2 Resolution No. 91-1465**, For the Purpose of      DeJardin  
(15 min.)      Authorizing Issuance of Addendum No. 4 to Request  
for Bids 91B-16-SW for the Procurement of  
Subgrade Embankment Material and Sand for St.  
Johns Landfill (Action Requested: Motion to  
Adopt the Resolution)

(REFERRED FROM THE GOVERNMENTAL AFFAIRS COMMITTEE)

6:50      **7.3 Resolution No. 91-1479**, For the Purpose of  
(10 min.)      Awarding a Multi-Year Contract to Complete Phase  
II of the Metro Public Information and  
Identification Project (Action Requested:  
Motion to Adopt the Resolution)

(REFERRED FROM THE TRANSPORTATION & PLANNING COMMITTEE)

7:00      **7.4 Resolution No. 91-1474**, Amending the FY 91-92      Gardner  
(10 min.)      Unified Work Program to Incorporate Air Quality  
Planning Tasks (Action Requested: Motion to  
Adopt the Resolution)

(REFERRED FROM THE FINANCE COMMITTEE)

7:10      **7.5 Resolution No. 91-1484**, For the Purpose of  
(10 min.)      Obtaining Approval of a Short Term Lease of  
Additional Office Space at 1881 S.W. Front  
(Action Requested: Motion to Adopt the  
Resolution)

7:20      **8. COUNCILOR COMMUNICATIONS & COMMITTEE REPORTS**  
(10 min.)

7:30      **ADJOURN**



# METRO

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

# Memorandum

DATE: July 26, 1991

TO: Metro Council  
Executive Officer  
Interested Staff

FROM: Paulette Allen, Clerk of the Council *PA*

RE: COUNCIL ACTIONS OF JULY 25, 1991 (REGULAR MEETING)

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COUNCILORS PRESENT: Presiding Officer Tanya Collier, Deputy Presiding Officer Jim Gardner, Larry Bauer, Roger Buchanan, Richard Devlin, Tom DeJardin, Sandi Hansen, David Knowles, Ruth McFarland, Susan McLain and Judy Wyers. COUNCILORS ABSENT: George Van Bergen

## AGENDA ITEM

## ACTION TAKEN

### 1. INTRODUCTIONS

None.

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

None.

### 3. EXECUTIVE OFFICER COMMUNICATIONS

The Council received a briefing from Cliff Carlsen, chair, Regional Facilities Public Policy Advisory Committee on that committee's activities to-date.

### 4. CONSENT AGENDA

#### 4.1 Minutes of May 2 and 9, 1991

Adopted (DeJardin/Wyers; 9-0 vote).

#### 4.2 Resolution No. 91-1459, To Permit Metro to Participate in the Oregon State and Federal Surplus Property Utilization Program

### 5. ORDINANCES, FIRST READINGS

#### 5.1 Ordinance No. 91-415, For the Purpose of Reapportioning Council Districts

Referred to the Governmental Affairs Committee for consideration.

(Continued)

**5. ORDINANCES, FIRST READINGS** (Continued)

- 5.2 Ordinance No. 91-416, For the Purpose of Amending Ordinance No. 88-266B Adopting the Regional Solid Waste Management Plan to Incorporate the Metro West Transfer and Material Recovery System Chapter Referred to the Solid Waste Committee for consideration.
- 5.3 Ordinance No. 91-417, An Ordinance for the Purpose of Amending and Renewing the Franchise Agreement with East County Recycling, Inc.; and Declaring an Emergency Referred to the Solid Waste Committee for consideration.

**6. ORDINANCES, SECOND READINGS**

- 6.1 Ordinance No. 91-414, Amending Ordinance No. 91-390A Revising the FY 1991-92 Budget and Appropriations Schedule for the Purpose of Funding Modifications to the STRAP Computer Project (Public Hearing) Adopted (Devlin/Hansen; 11-0 vote).
- 6.2 Ordinance No. 91-413, For the Purpose of Approving an Increase in the Transfer Rate for the Forest Grove Transfer Station (Public Hearing) Adopted (Gardner/Wyers; 11-0 vote).
- 6.3 Ordinance No. 91-409, Amending Chapter 2 of the Metro Code to Establish the Appointment Process, Qualifications, and Terms of Office for Members of the Portland Metropolitan Area Local Government Boundary Commission (Public Hearing) Adopted (Hansen/DeJardin; 11-0 vote).

**7. RESOLUTIONS**

- 7.1 Resolution No. 91-1478, For the Purposes of Authorizing Execution of a Sale Agreement for the Acquisition of the Sears Facility Excluding the Adjacent Parking Garage and for the Preparation of an RFP for the Renovation of the Sears Facility Removed from the agenda.

(Continued)

7. RESOLUTIONS (Continued)

- 7.2 Resolution No. 91-1465A, For the Purpose of Authorizing Issuance of Addendum No. 4 to Request for Bids 91B-16-SW for the Procurement of Subgrade Embankment Material and Sand for St. Johns Landfill Adopted (DeJardin/Wyers; 11-0 vote).
- 7.3 Resolution No. 91-1479, For the Purpose of Awarding a Multi-Year Contract to Complete Phase II of the Metro Public Information and Identification Project Adopted (DeJardin/Devlin; 11-0 vote).
- 7.4 Resolution No. 91-1474, Amending the FY 91-92 Unified Work Program to Incorporate Air Quality Planning Tasks Adopted (Gardner/Wyers; 11-0 vote).
- 7.5 Resolution No. 91-1484, For the Purpose of Obtaining Approval of a Short Term Lease of Additional Office Space at 1881 S.W. Front Adopted (Hansen/Devlin; 11-0 vote).

8. COUNCILOR COMMUNICATIONS & COMMITTEE REPORTS

1) Councilor Knowles reported the Arena Committee, subcommittee to the Regional Facilities Public Policy Advisory Committee, had met four times to-date and adopted a set of proposed guidelines and objectives to present to the Blazers who will spend 45 days considering them and then submit their possible proposal on a new arena involving a public/private partnership September 6, 1991. 2) Councilor Devlin noted the Governmental Affairs Committee would consider Resolution No. 91-1467 on Council meeting procedures August 1 and discussed the public hearings process scheduled for Ordinance No. 91-415 on Council redistricting. 3) The Council discussed beginning the FY 1992-93 Budget process earlier in the year as well as how to simplify the process itself. 4) Councilor Knowles announced a special Regional Facilities Committee would be scheduled August 5 to consider Resolution No. 91-1478 on the Sears Building acquisition so that the Council could consider the resolution at the August 8 Council meeting. 5) Councilor Devlin announced an extra Governmental Affairs Committee meeting would be scheduled August 6 if that committee had not finished its work on Ordinance No. 91-415 at its August 1 meeting.

Meeting Date: July 25, 1991  
Agenda Item No. 4.1

**MINUTES**

MINUTES OF THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

May 2, 1991

Council Chamber

Councilors Present: Presiding Officer Tanya Collier, Deputy  
Presiding Officer Jim Gardner, Larry  
Bauer, Tom DeJardin, Richard Devlin, Jim  
Gardner, Sandi Hansen, David Knowles,  
Susan McLain, George Van Bergen and Judy  
Wyers

Councilors Absent: Roger Buchanan and Ruth McFarland

Also Present: Executive Officer Rena Cusma

Presiding Officer Collier called the special meeting to order at  
5:40 p.m.

1. INTRODUCTIONS

None.

2. CITIZEN COMMUNICATIONS TO COUNCIL ON NON-AGENDA ITEMS

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

None.

4. NON-REFERRED RESOLUTIONS

4.1 Resolution No. 91-1414, for the Purpose of Approving the FY  
1991-92 Budget and Transmitting the Approved Budget to the  
Tax Supervising and Conservation Commission (Public  
Hearing)

Presiding Officer announced Resolution No. 91-1414 was a non-  
referred resolution and asked for a motion to suspend the rules  
so that the Council as a whole could consider the resolution.

Motion No. 1: Councilor Gardner moved, seconded by  
Councilor Van Bergen, to suspend the rules  
which required resolutions to be referred by  
committee.

No. 1 Vote: Councilors Bauer, DeJardin, Devlin, Gardner,  
Hansen, Knowles, Van Bergen and Collier voted  
aye. Councilors Buchanan, McFarland, McLain  
and Wyers were absent. The vote was  
unanimous and the motion to suspend the rules  
passed.



Main Motion:      Councilor Van Bergen moved, seconded by  
(No. 2)              Councilor Devlin, for adoption of Resolution  
No. 91-1414 which included approval of the FY  
1991-92 Budget as recommended by the  
Council's Budget Committee and the Budget  
Notes recommended by the Committee and listed  
in the Committee's report dated April 29,  
1991.

Councilor Van Bergen said he had presented and explained the Budget Committee's deliberation of the FY 1991-92 Budget at the April 25, 1991 Council meeting. He referred those present to his April 29 memorandum "Budget Committee Report and Recommendations on the FY 1991-92 Budget" (filed with the record of this meeting).

Presiding Officer Collier opened the public hearing.

Ron Kawamoto, Commissioner, Metropolitan Exposition-Recreation Commission (MERC), explained MERC began its own budget process in September, that the MERC Budget team reviewed the budget which was then reviewed by Metro Executive Management, reviewed by MERC again, reviewed by the Council Regional Facilities Committee, the Council Budget Committee and then the full Council. He asked the Council to restore the cuts the Budget Committee had made in the MERC budget. He said those funds were needed because of increased facility and patron use.

No other persons appeared to testify and the public hearing was closed.

Presiding Officer Collier asked if there were any amendments or recommendations on the Transportation Department budget as submitted by the Budget Committee. No amendments were offered.

Presiding Officer Collier asked if any Councilors wished to amend any part of the Metro Washington Park Zoo budget as submitted by the Budget Committee. No amendments were offered. The Council discussed the Benson & McLaughlin 1991 Centralization/Decentralization Study for the Metropolitan Service District. Councilor Wyers said the Budget Committee had not had enough time to consider that report's recommendations concurrently with the FY 1991-92 Budget.

Motion No. 3: Councilor Devlin moved, seconded by Councilor Wyers, to instruct staff to draft a budget note to instruct the standing committees to review both the Centralization/Decentralization Study and the KPMG Peat Marwick Performance Audit and to report back to the Council no later than October 15, 1991 so that committee recommendations could be incorporated into the FY 1992-93 Budget.

No. 3 Vote: Councilors Bauer, DeJardin, Devlin, Gardner, Hansen, Knowles, Van Bergen, Wyers and Collier voted aye. Councilors Buchanan, McFarland and McLain were absent. The vote was unanimous and the motion passed.

Presiding Officer Collier asked if there were any amendments or recommendations for the Planning & Development Department budget as recommended by the Budget Committee.

Councilor Gardner referred those present to his May 2 memorandum, "Proposed Amendments to the Planning & Development Department Budget Committee Recommendations."

Motion No. 4: Councilor Gardner moved to split out the current single appropriation for Land Use/ Environmental Planning into two separate appropriations corresponding to the two separate divisions. Under the same motion, Councilor Gardner moved to add the following budget note: "In the Urban Services Division, Solid Waste revenues are dedicated for expenditure on solid waste planning activities only. For non-solid waste programs, such as the Regional Fiscal Equity in Taxation and Regional Emergency Planning programs, the department will seek non-solid waste revenues. Upon receipt of such revenues, the department will establish appropriate non-solid waste accounting codes to track program expenditures, including personal services/staff costs. If solid waste planning staff are redirected to work on these programs, the department will adjust solid waste revenue support for these positions."

Councilor Gardner explained the amendment would eliminate confusion in accounting for each division and their programs and that budget appropriations would reflect the actual organizational structure used to expend funds. Councilor Van Bergen objected to the proposed emergency equity taxation and

housing programs and said it was not appropriate for Metro to be involved in such ventures at this time.

Executive Officer Cusma noted Jennifer Sims, Budget Officer, might wish to address the accounting issues. Ms. Sims said the intent of the motion was to appropriate at a finer level of detail to provide for more accountability while tracking the two programs. She said staff had already identified an account code structure that would provide and track the programs as Councilor Gardner proposed. She said the appropriation unit level created a smaller dollar figure and a smaller appropriation that was difficult to track and presented risk of over-expenditure. She asked that the divisions be budgeted in the manner Councilor Gardner proposed, but not appropriated in that manner.

Councilor Gardner cited various department/division splits that had occurred over FY 1990-91. He said the Council had ultimate responsibility for how funds were administered and his amendment would ensure funds were allocated to the correct divisions and/or programs.

No. 4 Vote: Councilors Bauer, DeJardin, Devlin, Gardner, Hansen, Knowles, Van Bergen, Wyers and Collier voted aye. Councilors Buchanan, McLain and McFarland were absent. The vote was unanimous and the motion passed.

Motion No. 5: Councilor Bauer moved, seconded by Councilor DeJardin to amend the Planning & Development budget by adding 1.0 FTE (Senior Regional Planner) dedicated to the Housing Program.

Councilor Bauer said the cost of his amendment would be approximately \$58,820 in FY 1991-92. He further proposed those funds come from \$200,000 available from an over-commitment of funds in the Insurance Fund.

Councilor DeJardin concurred with Councilor Bauer's motion and said Metro should more fully commit to its stated Housing Program goals. Councilor Van Bergen questioned whether it was appropriate for Metro to involve itself in housing and other programs and questioned the financial commitment necessary. The Council discussed FTEs currently allocated to review of housing issues. Councilor Gardner concurred with Councilor Van Bergen and said the Housing Issues Report produced by staff this year was thoughtful but did not define a clear role for Metro in housing issues. He agreed with the Budget Committee's current recommendation to maintain the 0.5 FTE as originally proposed.

Executive Officer Cusma noted the 0.5 FTE survived the cuts she made in the Planning & Development Budget as submitted by staff. She said she had cut from the 1.5 FTEs proposed to 0.5 FTE to

remain within the current excise tax allocation of 5 percent which the Council had stated it wished to do in the FY 1991-92 Budget. She said after Budget Committee consideration of the Proposed Budget, more revenues were found to be available that were not thought to be previously available when she had submitted the Proposed Budget. She said Metro should increase efforts in the Housing Program. She said it was appropriate for Metro to increase efforts at this time because of the Housing Issues Study and the Charter Committee's review of Metro's function and authority. To Councilor Wyers' question, Executive Officer Cusma said the \$200,000 allocated to the Insurance Fund would result from excise tax funds. She said if she had known previously of those funds the Housing 1.0 FTE would have been included in the Proposed Budget. Councilor Devlin supported Councilor Bauer's motion and said, based on current and proposed demographic data, housing issues would become increasingly more important. Presiding Officer Collier said Metro had not completed its own Strategic Plan and until it was stated she was not comfortable funding any aspect of the Housing Program. Councilor Bauer said millions had been spent on transportation planning and Metro was currently developing its own Regional Urban Growth Goals and Objectives (RUGGO). He said a cornerstone of sound regional planning was to view all components in context with each other.

No. 5 Vote: Councilors Bauer, DeJardin, Devlin, Hansen, Knowles and McLain voted aye. Councilors Gardner, Van Bergen, Wyers and Collier voted nay. Councilors Buchanan and McFarland were absent. The vote was 6 to 4 in favor and the motion passed.

Motion No. 6: Councilor Devlin moved, seconded by Councilor DeJardin, to add a budget note directing the Planning & Development Department to present a work program for the approved Housing 1.0 FTE to the appropriate committee for Council adoption as soon as possible, but not later than October 15, 1991.

No. 6 Vote: Councilors Bauer, DeJardin, Devlin, Gardner, Hansen, Knowles, McLain, Van Bergen, Wyers and Collier voted aye. Councilors Buchanan and McFarland were absent. The vote was unanimous and the motion passed.

Presiding Officer Collier noted MERC representatives present and said the Council would review MERC's budget and then continue consideration of the Planning & Development Department Budget.

Motion No. 7: Councilor Knowles moved, seconded by Councilor DeJardin, to amend the MERC budget with Amendments Nos. 1 and 2. Amendment No. 1: Management Pool Fund: Increase Personal Services to create a 1.0 FTE Accountant (increased from 0.5 FTE); decrease Contingency by \$20,430 to cover increased Personal Services costs. Amendment No. 2: Spectator Facilities Operating Fund-- Increase Personal Services by \$71,500; Increase Travel line item for Memorial Coliseum back to originally proposed \$7,050; Increase Travel line item for PCPA by \$4,550 back to original amount proposed; and decrease Materials & Services by \$83,100.

No. 7 Vote: Councilors Bauer, DeJardin, Devlin, Gardner, Hansen, Knowles, McLain, Van Bergen, Wyers and Collier voted aye. Councilors Buchanan and McFarland were absent. The vote was unanimous and the motion passed.

Motion No. 8: Councilor Knowles moved, seconded by Councilor DeJardin, to amend the MERC budget with Amendments Nos. 3 and 4. No. 3: Decrease MERC's transfer to the Insurance Fund by \$90,567, broken out into the Spectator Facilities (\$55,878) and Convention Center Operating Funds (\$34,689). No. 4: Increase Unappropriated Balance in the Spectator Facilities and Convention Center Operating Funds by same amounts listed in Amendment No. 3.

The Council discussed the MERC budget and funding issues. Councilor Knowles said all the regional facilities Metro had management responsibility for were not making enough revenues to support themselves. He said the Oregon Convention Center broke even because it received a direct hotel-motel tax. He said the City's ERC reserve fund was directly applied to the deficit, but said that fund would only last two or three more years. He said the Regional Facilities Public Policy Advisory Committee would identify how the regional facilities could be supported. Councilor Wyers asked why MERC was not paying its full share for FY 1991-92 if it was not yet in deficit. Councilor Knowles said the amendments would extend the ERC reserve fund. He said Metro had management responsibility for city recreational facilities and that Metro could not ask the City of Portland to subsidize a Metro program. Councilor Wyers asked if the same or a similar subsidy would occur in FY 1992-93. Councilor Knowles said the same policy would be used because the ERC reserve fund would be less. He said he assumed by that time a permanent funding plan

would be proposed or already in place. Councilor Wyers expressed concern because MERC facilities would be the heaviest users of the Insurance Fund and did not want to exempt its contributions to it.

Councilor Devlin said he would oppose the motion because, although it would provide relief to MERC, the subsidy fund would still be depleted. He said it was not in the best interests of the agency to use excise taxes for such purposes.

Ms. Sims discussed the Insurance Fund and how insurance funding was covered under Metro's Consolidation Agreement with the City of Portland.

No. 8 Vote: Councilor Bauer, DeJardin, Gardner, Knowles, McLain and Collier voted aye. Councilors Devlin, Hansen, Van Bergen and Wyers voted nay. Councilors Buchanan and McFarland were absent. The vote was 6 to 4 in favor and the motion passed.

Presiding Officer Collier continued review of the Planning & Development Department Budget as recommended by the Budget Committee.

Motion No. 9: Councilor DeJardin moved, seconded by Councilor Bauer, to add 1.0 FTE Senior Management Analyst as an Earthquake and Emergency Catastrophe Coordinator to the Regional Facilities Management Budget.

Councilor DeJardin explained that he and Don Rocks, Executive Assistant, had both monitored local jurisdictions' efforts and conferences on earthquake planning. He said Metro would receive digitized soil data for inclusion into Metro's Regional Land Information (RLIS) to develop mapping to indicate the soil types that would suffer the most and the least from a quake. He said Metro should begin preparation for any potential earthquake that could occur in the region. Councilor DeJardin said funding for the 1.0 FTE would come from Insurance Fund monies.

Councilor Wyers said Councilors could make their proposals during full Council consideration, but that it was preferable that Councilors with individual requests come to the Budget Committee before the Budget Committee had finished its deliberations.

Executive Officer Cusma expressed support for Councilor DeJardin's amendment. Councilor Devlin said one jurisdiction had told him there was no reason one central agency could not handle emergency preparedness. He said if Metro provided such services in the future that the local governmental dues would be justified. Councilor Van Bergen said Councilor DeJardin's

request should have been submitted to the Budget Committee before the Budget process ended. He was unsure as to why Metro would want to assume responsibility for issues of this type. Presiding Officer Collier reiterated that Metro was undergoing its own strategic planning process and noted the multitude of agencies involved in similar programs. She said Metro should work on agreement with other jurisdictions first.

No. 9 Vote: Councilors Bauer, DeJardin, Devlin, Gardner, Hansen, Knowles and McLain voted aye. Councilors Van Bergen, Wyers and Collier voted nay. Councilors Buchanan and McFarland were absent. The vote was 7 to 3 in favor and the motion passed.

Motion No. 10: Councilor Devlin moved, seconded by Councilor Knowles, to add a budget note directing the Planning & Development Department to present a work program for the approved Earthquake and Emergency Catastrophe Coordinator to the appropriate committee for Council adoption as soon as possible, but not later than October 15, 1991.

No. 10 Vote: Councilors Bauer, DeJardin, Devlin, Gardner, Hansen, Knowles, McLain, Van Bergen, Wyers and Collier voted aye. Councilors Buchanan and McFarland were absent. The vote was unanimous and the motion passed.

Don Carlson, Council Administrator, asked if the 1.0 FTE just voted upon would be housed in the Planning & Development Department. Executive Officer Cusma said 0.5 of the approved 1.0 FTE would assess facilities owned and operated by Metro and the other 0.5 would be housed in the Planning & Development Department.

Motion No. 11: Councilor Devlin moved, seconded by Councilor Hansen, to place the 1.0 FTE Emergency Preparedness Coordinator in the Planning & Development Department.

No. 11 Vote: Councilors DeJardin, Devlin, Gardner, Hansen, Knowles, Wyers and Collier voted aye. Councilors McLain and Van Bergen voted nay. Councilors Bauer, Buchanan and McFarland were absent. The vote was 7 to 2 in favor and the motion passed.

Motion No. 12: Councilor Devlin moved, seconded by Councilor DeJardin, to add 1.0 FTE Senior Management Analyst to the Planning & Development Department as a Greenspaces Development Officer.

Executive Officer Cusma said the Greenspaces Development Officer position was similar to the emergency preparedness 1.0 FTE in that it was not discussed or contemplated when the Proposed Budget was prepared or during the Budget Committee's deliberations.

Presiding Officer Collier noted the Budget Committee had worked very hard to present a balanced budget to the full Council. She said if any more FTEs or programs were added, the Council would have to have raise the excise tax, which it had previously committed not to do.

Councilor Knowles noted the planning process was in place now and the Council could decide to fund the 1.0 FTE in FY 1992-93. Councilor Devlin said the 1.0 FTE was the missing element from the planning process for the Greenspaces program. He said the position would generate far more savings if funded now than it would cost. Councilor Gardner said the biggest element of Metro's work plan over the next few years were its growth management programs. He said Oregonians would accept higher density only if natural areas were preserved.

No. 12 Vote: Councilors Bauer, DeJardin, Devlin, Gardner Hansen, McLain and Wyers voted aye. Councilors Knowles, Van Bergen and Collier voted nay. Councilors Buchanan and McFarland were absent. The vote was 7 to 3 in favor and the motion passed.

Presiding Officer Collier called a recess at 7:25 p.m.

The Council reconvened at 7:41 p.m.

Presiding Officer Collier asked if there were any amendments or recommendations to the Solid Waste Department budget as recommended by the Budget Committee. No amendments or recommendations were submitted for the Solid Waste Department budget.

Councilor Devlin wished to clarify for the record that the 1.0 FTE funded under Motion No. 12 be placed in the Planning & Development Department. Presiding Officer Collier said per Executive Officer Cusma's May 2 memorandum, the position would be housed in the Regional Facilities Department. Councilor Gardner said the position should be housed in Planning & Development, and that when the planning functions were completed and the



Greenspaces Program became operational in nature, the 1.0 FTE could then be housed in Regional Facilities.

Motion No. 13: Councilor Gardner moved, seconded by Councilor Devlin, to assign the Greenspaces Development Officer to the Greenspaces Program as part of the Planning & Development Department.

No. 13 Vote: Councilors Bauer, Devlin, Gardner, Knowles, Van Bergen, Wyers and Collier voted aye. Councilors DeJardin, Hansen and McLain voted nay. Councilors Buchanan and McFarland were absent. The vote was 7 to 3 in favor and the motion passed.

Presiding Officer Collier asked if there were any amendments or recommendations for the Support Services, Insurance or Building Funds as recommended by the Budget Committee.

Motion No. 14: Councilor Devlin moved, seconded by Councilor Gardner, to remove the Insurance Fund Transfer Policy budget note listed on Exhibit A, page 2 of Councilor Van Bergen's April 29 memorandum previously referenced in these minutes.

No. 14 Vote: Councilors Bauer, DeJardin, Devlin, Gardner, Hansen, Knowles, McLain, Van Bergen, Wyers and Collier voted aye. Councilors Buchanan and McFarland were absent. The vote was unanimous and the motion passed.

Presiding Officer Collier asked if there were any other recommendations or amendments for the Support Services, Insurance or Building Funds. No further recommendations or amendments were offered.

Presiding Officer Collier asked if there were any amendments or recommendations to the General Fund as recommended by the Budget Committee.

Motion No. 15: Councilor Bauer moved, seconded by Councilor Hansen, to fund a 0.5 FTE Senior Management Analyst for the purpose of providing Metro staff in a liaison function with the Charter Committee.

Councilor Bauer explained the 0.5 FTE was not included in the Proposed Budget because it was not known before the Budget Committee concluded its deliberations that the position was necessary.

Councilor Wyers who originally was intended to serve as staff the Charter Committee. Mr. Carlson said a 1.0 FTE Senior Management Analyst had been funded to serve as liaison to the Charter Committee and to work on the Metro/Tri-Met transfer study. Councilor Gardner said the Tri-Met study would not commence until the Urban Mass Transportation Administration (UMTA) full funding agreement was signed in fall of 1991.

Executive Officer Cusma said the 0.5 FTE was necessary because the 1.0 FTE Senior Management Analyst would commence work on the Tri-Met study, work on Metro's Strategic Plan, and work with Metro's intergovernmental relations lobbyist. She said it was essential that staff monitor and serve in a liaison capacity with the Charter Committee. She expected the position to be a one-year effort.

Presiding Officer Collier asked if Executive Management planned to place 0.5 FTE in the Office of Governmental Relations. Councilor Wyers asked why the position had not been anticipated. Executive Officer Cusma noted the State Legislature did not finish work on Charter Committee legislation until April 1991.

No. 15 Vote: Councilors Bauer, DeJardin, Devlin, Gardner, Hansen, McLain, and Collier voted aye. Councilors Knowles, Van Bergen and Wyers voted nay. Councilors Buchanan and McFarland were absent. The vote was 7 to 3 in favor and the motion passed.

Motion No. 16: Councilor Knowles moved, seconded by Councilor Hansen, to delete \$100,000 allocated for Metro/Tri-Met Transfer Study.

Councilor Knowles said the study should not be considered a priority expenditure although it was a priority program for Metro to pursue. He said the Cogan Sharpe Cogan (CSC) study Metro commissioned in fall of 1990 indicated there were no significant cost savings, and that there could be an increase in costs, from such a merger or transfer. Councilor Knowles said if Metro could not establish it could save money from performing such a function, that Metro should ask if it could do a better job with greater accountability. He said Metro's constituency should decide what Metro should do first before commissioning the study. He said Metro should engage in a proactive effort to determine what the public wanted. He said the public might believe accountability was so important that they did not care about the extra costs and said he had heard no testimony that established that affirmatively. He said that was one reason why the Council might want to move a meeting every other month to the various districts to hear from the public. Councilor Knowles proposed the \$100,000 be placed in the Contingency Fund.

Councilor Wyers concurred with Councilor Knowles' motion and asked that the motion include a request to develop a work plan on how Metro would discuss the proposed transfer with its constituents. She said the appropriate standing committee could develop the work plan.

Councilor Devlin said the Council had gone through a time-consuming process during which no cost savings were identified. He said the Council had dealt with the Tri-Met transfer issue several times in its history. He said after the Council's last attempt to deal with the issues in fall of 1990, it was agreed to drop the issue until after the full funding agreement was signed with UMTA. He noted Executive Officer Cusma's budget originally proposed \$150,000 for the study which was dropped to \$100,000. He said Metro could not build accountability and need without a process laid out in advance. He said if such a process was not developed because this particular study had not been performed, Metro's efforts would not be taken seriously and Metro's authority to perform the transfer should be removed from state statutory language.

Councilor Gardner concurred with Councilor Devlin and said if Metro stated the transfer was a priority, Metro should be perceived as serious in that goal. He said the CSC study had produced many questions which required answers before any decision-making could occur. He said the public would want to know what costs there would be, who would be in charge, and how such a transfer would occur. He said the study would give Metro a base line to use to tell for once and for all if the transfer was or was not a good idea. He agreed with Councilor Knowles that Metro needed to build political support for the issue if Metro pursued the transfer option.

Councilor Hansen said Metro should not provide answers but listen to constituents. She said she wanted to hear what constituents thought about Tri-Met and whether they felt transit issues should involve accountability.

Presiding Officer Collier said at the fall 1991 Metro Council retreat, the Tri-Met transfer issue was identified as a priority and the study was budgeted for FY 1991-92 because it had been identified as such. She said after 10 years of discussion and debate, the issue should be settled.

Councilor McLain said political climates changed and said the budget did not contain any issues that were not important. She said Metro should not fund the study simply because of 10 years of past history. She said the study could be funded for FY 1992-93. She said based on current political climate, Metro would create more goodwill by removing funds allocated for the study.

Councilor Van Bergen said Metro had discussed the issues for nine years. He said he had consistently opposed the transfer for nine years. He said he had agreed to a study being performed after the UMTA full funding agreement was signed and he stood by that agreement.

Councilor Bauer said Metro should gauge a better measurement of the public's mood and ascertain fiscal feasibility.

Executive Officer Cusma said the issue had been generated by a Council retreat, as mentioned previously by Presiding Officer Collier, and noted she participated in the negotiations to set the issue aside until after the UMTA full funding agreement had been signed. She said Metro would not accomplish anything by backing away from the issue. She said Metro should decide whether or not to proceed at this time.

Vote No. 16: Councilors DeJardin, Hansen, Knowles and McLain voted aye. Councilors Bauer, Devlin, Gardner, Van Bergen, Wyers and Collier voted nay. The vote was 6 to 4 in opposition and the motion failed to pass.

Presiding Officer Collier asked if any Councilors wished to amend any part of the Support Services Fund as recommended by the Budget Committee. No amendments or recommendations were offered.

Presiding Officer Collier noted Councilor Gardner wished to return to consideration of the General Fund for amendment purposes.

Motion No. 17: Councilor Gardner moved, seconded by Councilor Wyers, to eliminate the proposed 1.0 FTE Attorney requested for the Office of General Counsel Budget and to add \$25,000 to Professional Services for legal contracting work.

Councilor Gardner discussed his motion and said not enough justification had been provided to verify the requested position. He said additional legal counsel services could be contracted out if necessary. He said there was not enough legal work to justify an additional permanent attorney.

Councilor Hansen said there was enough legal work to justify a fourth attorney. Councilor Wyers noted the Office of General Counsel did without a third attorney for several months due to a vacancy and the Council had received no requests for outside help on legal work during that time. The Council discussed the issue further. Councilor Knowles noted the Centralization/Decentralization concluded Support Services as a whole was understaffed. Councilor Van Bergen said the issue had received a 3 to

2 vote in favor by the Budget Committee. He said the Office of General Counsel attorneys were not being utilized as legal counsel, but as administrative support.

Vote No. 17: Councilors Gardner, Wyers and Collier voted aye. Councilors Bauer, DeJardin, Devlin, Hansen, Knowles, McLain and Van Bergen voted nay. Councilors Buchanan and Van Bergen were absent. The vote was 7 to 3 opposed and the motion failed to pass.

Mr. Carlson said the General Fund had gone up by \$201,966 to a total of \$4,988,821. Presiding Officer Collier said the budget was therefore out of balance by \$201,966 from the budget submitted by the Budget Committee. She asked how the deficit would be adjusted. Mr. Carlson said the deficit would be made up from the excise tax. Councilor Bauer said he had understood there was an excess \$200,000 from excise tax revenues in the Insurance Fund above the recommended Insurance Fund reserve.

Mr. Carlson explained if the Council continued the policy begun FY 1990-91 of setting the excise tax higher than the actual budgeted amount, the Council could vote to set the excise tax rate at 5.25 percent to cover increased expenditures. He said otherwise the Council should reduce expenditures. He said the impact of the higher levy rippled to MERC and Zoo funds because they were budgeted at a 5 percent excise tax rate levy. He said Contingency or Unappropriated Balance funds in those areas could be reduced to compensate. Councilor Wyers noted Solid Waste revenues were assessed at 5.61 percent to build up a low Contingency Fund. Councilor Van Bergen said raising the excise tax would put additional burdens on the revenue-raising departments. He said numbers given on solid waste tonnage could vary widely and if tonnage received was too low, expected excise tax revenues would not be realized.

Councilor Gardner asked if all departments had allowed for a higher excise tax rate. Mr. Carlson said they had not. He said one Budget Committee recommendation made on the Zoo Budget had been to budget a fee increase of \$1 per person across the board effective January 1, 1992. Councilor Devlin said the excise tax was listed in the Budget as an add-on. He said the Budget Committee did make adjustments to account for an excise tax rate of 5 percent. He said 5.25 percent levied would reduce the Zoo's Contingency and lower Solid Waste's Contingency Fund from to 5 percent. He said the higher excise tax would impact MERC also. Councilor Devlin said the real question to ask was how a .25 percent increase would impact the Zoo.

Motion No. 19: Councilor Gardner moved, seconded by Councilor Hansen, to raise the excise tax rate levied for FY 1991-92 to 5.25 percent which anticipated an effective rate of 5.05 percent.

The Council discussed the motion.

Vote No. 19: Councilors Bauer, DeJardin, Devlin, Gardner, Hansen, Knowles, McLain, Wyers and Collier voted aye. Councilor Van Bergen voted nay. Councilors Buchanan and McFarland were absent. The vote was 9 to 1 in favor and the motion passed.

The Council discussed the new excise tax rate further.

Vote on Main Motion:  
(No. 2 Vote)

Councilors Bauer, DeJardin, Devlin, Gardner, Hansen, Knowles, McLain, Wyers and Collier voted aye. Councilor Van Bergen voted nay. Councilors Buchanan and McFarland were absent. The vote was 9 to 1 in opposition and Resolution No. 91-1414 as amended was adopted.

Presiding Officer Collier adjourned the meeting at 9:20 p.m.

Respectfully submitted,



Paulette Allen  
Clerk of the Council

MINUTES OF THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

May 9, 1991

Council Chamber

Councilors Present: Presiding Officer Tanya Collier, Deputy  
Presiding Officer Jim Gardner, Richard  
Devlin, Tom DeJardin, Sandi Hansen,  
Susan McLain, George Van Bergen and Judy  
Wyers

Councilors Absent: Larry Bauer, Roger Buchanan, David  
Knowles and Ruth McFarland

Presiding Officer Collier called the regular meeting to order at  
5:34 p.m.

Presiding Officer Collier announced Agenda Item No. 7.4,  
Resolution No. 91-1436 had been incorrectly numbered and that the  
correct number was 91-1454. She noted resolutions with the  
correct number had been distributed.

1. INTRODUCTIONS

None.

2. CITIZEN COMMUNICATIONS TO COUNCIL ON NON-AGENDA ITEMS

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

None.

4. CONSENT AGENDA

4.1 Minutes of March 28, 1991

Motion: Councilor DeJardin moved, seconded by Councilor  
Gardner, for adoption of the Consent Agenda listed  
above.

Vote: Councilors DeJardin, Gardner, Hansen, McLain, Van  
Bergen, Wyers and Collier voted aye. Councilors  
Bauer, Buchanan, Devlin, Knowles and McFarland  
were absent. The vote was unanimous and the  
Consent Agenda was adopted.

5. ORDINANCES, FIRST READINGS

5.1 Ordinance No. 91-397, For the Purpose of Amending Metro Code Section 5.02.035 Litter Control by Establishing a Surcharge for Uncovered Loads

The Clerk read the ordinance by title only for a first time.

Presiding Officer Collier announced Ordinance No. 91-397 had been referred to the Solid Waste Committee for consideration.

6. ORDINANCES, SECOND READINGS

6.1 Ordinance No. 91-396, An Ordinance Amending Ordinance No. 90-340A Revising the FY 1990-91 Budget and Appropriations Schedule for the Purpose of Funding Increased Expenses in the Insurance Fund

The Clerk read the ordinance by title only for a second time.

Presiding Officer Collier announced Ordinance No. 91-396 was first read before the Council on April 25, 1991 and referred to the Finance Committee for consideration. The Finance Committee held a public hearing on May 2 and recommended the ordinance to the full Council for adoption.

Motion: Councilor Van Bergen moved, seconded by Councilor Hansen, for adoption of Ordinance No. 91-396.

Councilor Van Bergen gave the Finance Committee's report and recommendation. He explained due to an administrative change in the Special Districts Program, Metro's previous insurance carrier was no longer available. He said the ordinance would allocate funds for increased insurance costs.

Vote: Councilors DeJardin, Gardner, Hansen, McLain, Van Bergen, Wyers and Collier voted aye. Councilors Bauer, Buchanan, Devlin, Knowles and McFarland were absent. The vote was unanimous and Ordinance No. 91-396 was adopted.



7. RESOLUTIONS

7.1 Resolution No. 91-1434, For the Purpose of Receiving the Housing Issues Report, Designating a Committee to Review the Report, and Designating a Subcommittee to Serve as a Liaison

Motion: Councilor Gardner moved, seconded by Councilor McLain, for adoption of Resolution No. 91-1434.

Councilor Gardner gave the Transportation & Planning Committee's report and recommendations.

Councilor Gardner said the resolution acknowledged receipt of the Housing Issues Report and designated a two person subcommittee from the Transportation & Planning Committee to review the report and the Housing Program work plan for the coming year, and said the subcommittee would return specific recommendations for the coming year on the Housing Program.

Councilor Gardner said the Committee found the report to be readable and comprehensive and said it addressed regional housing, the range of housing providers, the range of existing housing programs, and contained summary interviews with persons involved in housing to ascertain their views on regional housing. He said the report was Metro's first step in identifying its role in putting together some type of regional housing program or approach that could achieve better coordination between existing housing programs.

Councilor Gardner said the Committee amended resolution Be It Resolved language to appoint the subcommittee to review the report as well as the current Proposed Budget workbook description of the FY 1991-92 Housing Program, and to develop recommendations on further Metro actions to address similar regional issues. He said Councilors Bauer and McLain had been appointed to the subcommittee.

Vote: Councilors Devlin, DeJardin, Gardner, Hansen, McLain, Van Bergen, Wyers and Collier voted aye. Councilors Bauer, Buchanan, Knowles and McFarland were absent. The vote was unanimous and Resolution No. 91-1434 was adopted.

7.2 Resolution No. 91-1425, For the Purpose of Authorizing Execution of an Intergovernmental Agreement on the Western Bypass Study

Motion: Councilor McLain moved, seconded by Councilor Hansen, for adoption of Resolution No. 91-1425.

Councilor McLain gave the Transportation & Planning Committee's report and recommendation. She referred those present to Attachment A, "Inter-Governmental Agreement Flow Chart." She said the resolution ensured total involvement by the parties involved in the process, said the agreement provided for input at three to four different levels, acknowledged compliance with land use laws, and required each jurisdiction formally acknowledge the agreement at three specific points which included: Endorsement of the study's statement of need; approval of the alternatives to be evaluated in detail and those to be rejected from further consideration; and approval of the preferred alternative. Councilor McLain noted Andy Cotugno, Director of Transportation, believed the second point represented the most important part of the process because that was where jurisdictions would determine which alternatives to pursue for potential implementation and which alternatives would be dropped. She said staff noted the resolution "Whereas" language which addressed TPAC citizen members' concerns. She said that language meant, if a final "Preferred Alternative" was rejected, a "No-Build" conclusion would result. She said the resolution ensured the Western Bypass Study would be coordinated with the 1000 Friends of Oregon study on possible comprehensive land use plan changes in the bypass corridor area, and said the resolution reaffirmed the need to meet State requirements to reduce reliance on a single transportation mode.

Councilor McLain noted ODOT and Metro staff were present to answer questions if necessary. She said Council adoption of the resolution did not mean the Council automatically agreed with all of the recommendations contained therein, but was agreeing to enter into the intergovernmental agreement because the resolution represented the agreement process the Council wanted to use. She said Exhibit A listed the parties involved, and indicated that if additional parties should be involved, they would be added.

Councilor Gardner noted the Joint Policy Advisory Committee on Transportation (JPACT) adopted the Purpose and Need Statement the date of this meeting and that the Council would likely act on it at the May 23 Council meeting.

Councilor Devlin said the Council would address the issues at least five different times including the current consideration of Resolution No. 91-1425. He said there was no controversy attached to the intergovernmental agreement, but there was some controversy related to the Purpose and Need Statement.

Vote: Councilors Devlin, DeJardin, Gardner, Hansen, McLain, Van Bergen and Collier voted aye. Councilor Wyers voted nay. Councilors Bauer, Buchanan, Knowles and McFarland were absent. The vote was 7 to 1 in favor and Resolution No. 91-1424 was adopted.

7.3 Resolution No. 91-1444, For the Purpose of Awarding a Multi-Year Contract for a Modeling System to Simulate Solid Waste Generation, Reduction, Transport and Delivery

Motion: Councilor DeJardin moved, seconded by Councilor Wyers, for adoption of Resolution No. 91-1444.

Councilor DeJardin gave the Solid Waste Committee's report and recommendation. Councilor DeJardin said \$215,000 was budgeted for FY 1991-92 for this project. He said the modeling system would demonstrate all impacts to the regional solid waste system. He said the Request for Proposals (RFP) was issued February 15 and four proposals were received. He said the four proposals had a \$21 cost differential between them. He said the Selection Committee chose Cambridge Systematics because they were nationally recognized for developing such models. He said the Solid Waste Committee considered the proposal on May 7 and recommended adoption of Resolution No. 91-1444.

Councilor Van Bergen asked what Metro would get for \$215,000. Councilor DeJardin said the project would result in a computer modeling system. He said staff could input and analyze all pertinent data related to the regional solid waste system. He said the computer model would give various scenarios based on various decisions made and would provide Metro with in-depth analysis of Metro policy and future projects.

Councilor Gardner said the computer model would interface with ARC-Info software already used by Metro in conjunction with RLIS. He said the model would assist Metro in predicting the amounts and types of waste the region would generate and provide a finer level of detail related to specific geographic areas.

Councilor Van Bergen asked if any other agencies had the same or a similar system Metro could access. He asked if staff could create such a computer modelling system in-house. Rich Carson, Director of Planning & Development, said no comparable project had been developed for solid waste analysis. He said as staff prepared technical analyses for the Special Waste Plan, the Yard Debris Plan and the Washington County System plan, staff had had to continually create and generate new data and hire consultants for assistance. He said staff determined if an in-house model

tioned to specific geographic and population data bases existed, staff could do such work. Councilor Van Bergen asked if Metro would retain title to the computer modelling system. Gerry Uba, Senior Management Analyst, said the contractor would surrender title to Metro.

Vote: Councilors Devlin, DeJardin, Gardner, Hansen, McLain, Van Bergen, Wyers and Collier voted aye. Councilors Bauer, Buchanan, Knowles and McFarland were absent. The vote was unanimous and Resolution No. 91-1444 was adopted.

7.4 Resolution No. 91-1454, For the Purpose of Appointing KPMG Peat Marwick as Metro's Independent Auditor and Provider of Professional Tax Services

Motion: Councilor Van Bergen moved, seconded by Councilor Wyers, for adoption of Resolution No. 91-1454.

Councilor Van Bergen gave the Finance Committee's report and recommendation. He said the resolution authorized Metro to enter into a three-year contract with KPMG Peat Marwick for independent financial auditing services and professional tax services. Councilor Van Bergen said he was extremely satisfied with KPMG Peat Marwick's previous work for Metro and recommended adoption of the resolution.

Vote: Councilors Devlin, DeJardin, Gardner, Hansen, McLain, Van Bergen, Wyers and Collier voted aye. Councilors Bauer, Buchanan, Knowles and McFarland were absent. The vote was unanimous and Resolution No. 91-1454 was adopted.

8. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS

Councilor Wyers discussed Solid Waste Committee consideration of Resolution No. 91-1437. She said the Solid Waste Committee had reviewed the resolution twice. She said the first Committee consideration covered costs, the second Committee consideration covered need, and the third Committee consideration would cover competitiveness in procurement and operations.

Councilor Van Bergen noted media coverage on the proposed new arena. He said the Regional Facilities Committee would hear a presentation on May 14 on the arena and planned to attend that meeting. He said it was important for the Council to be informed on the issues. He said five or six years previously, the Council was presented with a master plan for the Oregon Convention Center and the Council was told it had to be adopted at that meeting

because of time considerations. He told the Council they would face a deadline by July 31 for some kind of Council decision on the arena and encouraged Councilors to become as informed on the issues as possible. He noted his district constituents had not given favorable comments to him about the proposed arena and said voters were not inclined to pay for and/or to maintain such a facility.

Presiding Officer Collier said when the issue arose she would ask how a new arena would affect the regional funding plan that had to be implemented to support all the regional recreational facilities for which Metro had responsibility.

Councilor Devlin said he and Councilor Gardner both believed they were not receiving enough information on the arena and that most of the information they were getting was through the media. He noted The Oregonian had just printed articles on Portland State University (PSU) and its possible use of the Memorial Coliseum for sporting events. He said that would be beneficial to PSU, but asked who would pay to keep the Coliseum doors open for PSU. He said the Council could be put in the middle of something they had very little to do with crafting. He asked if PSU was prepared to pay the millions of dollars necessary or if those costs would become an additional regional funding burden.

Presiding Officer Collier said the Council would probably consider a resolution on the issues soon and said she would ask Councilor Knowles to brief the Council at each Council meeting on events as they developed.

Don Rocks, Executive Assistant, said questions raised by staff had not been answered. He said the Oregon Convention Center example cited by Councilor Van Bergen would not be repeated on this issue. He said a subcommittee to be appointed would understand and negotiate the appropriate public aspect of public/private partnership. He said the Council would not be briefed and expected to vote on the arena issue at the same time. He said the Council would be informed about subcommittee recommendations as they were developed. Presiding Officer Collier said all regional facilities must be kept in mind when considering the proposed arena.

Councilor Gardner urged Councilors to attend the May 14 Regional Facilities Committee meeting. Councilor DeJardin said District 5 constituents had expressed concerns similar to Councilor Van Bergen's constituents.

Councilor Devlin discussed Charter Committee activities and said the Governmental Affairs Committee. Presiding Officer Collier

METRO COUNCIL  
May 9, 1991  
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directed the Governmental Affairs Committee to draft a resolution as a statement of Council intent based on past Council retreat discussions of the Charter Committee.

Presiding Officer Collier adjourned the meeting at 6:20 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Paulette Allen", written in black ink.

Paulette Allen  
Clerk of the Council

Meeting Date: July 25, 1991  
Agenda Item No. 4.2

RESOLUTION NO. 91-1459

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

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RESOLUTION NO. 91-1459, AUTHORIZING METRO PARTICIPATION IN THE STATE AND FEDERAL SURPLUS PROPERTY UTILIZATION PROGRAM.

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Date: July 18, 1991

Presented by: Councilor Devlin

COMMITTEE RECOMMENDATION: At its July 11, 1991 meeting the Governmental Affairs Committee voted 4-0 to recommend Council adoption of Resolution No. 91-1459. Voting were Councilors Devlin, Collier, Hansen, and DeJardin. Councilor Knowles was excused.

COMMITTEE DISCUSSION/ISSUES: Flor Matias presented the staff report. He said that adoption of this resolution would allow Metro to purchase surplus equipment from the State of Oregon warehouse in Salem. There is equipment there we could use, and it will save the agency some money. Councilor Collier moved approval. There was no further discussion.



BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF PARTICIPATING	)	RESOLUTION NO. 91-1459
IN THE OREGON STATE AND FEDERAL	)	
SURPLUS PROPERTY UTILIZATION	)	Introduced by Rena Cusma,
PROGRAM	)	Executive Officer

WHEREAS, The Metropolitan Service District has encouraged the recycling and reuse of materials and equipment to help maintain and preserve the Earth's ecological systems for present and future generations; and

WHEREAS, Oregon Revised Statute 283.230 allows tax supported and non-profit agencies to acquire Oregon State surplus property; and

WHEREAS, Public Law 94-519, allows tax supported and non-profit agencies to acquire Federal surplus property; now therefore,

BE IT RESOLVED,

1. That Metropolitan Service District participate in the State of Oregon and Federal Surplus Property Utilization Program,

2. That the Metropolitan Service District Executive Officer is authorized to execute the attached authorization documents with the State of Oregon and Federal Government for the surplus property utilization program.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
Tanya Collier, Presiding Officer

## CERTIFICATIONS AND AGREEMENTS

### (a) THE DONEE CERTIFIES THAT:

(1) It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under section 501 of the Internal Revenue Code of 1954; within the meaning of section 203 (j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency.

(3) Funds are available to pay all costs and charges incident to donation, and these charges will be paid promptly.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

### (b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purposes for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.

(3) In the event the property is not so used or handled as required by (b) (1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

### (c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 (PUBLIC LAW 99-386, SEC. 207) OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET IN LENGTH AND AIRCRAFT:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.

(3) In the event the property is not so used as required by (c) (1) and (2) and Federal restrictions (b) (1) and (2) have expired then the right to the possession of such property shall at the option of the State agency revert to the State of Oregon and the donee shall release such property to such person as the State agency shall direct.

### (d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

(1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b) and (c) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) or the State agency under (c). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the conditions set forth in (c) and the terms, reservations and restrictions pertinent thereto in (d) by payment of an amount as determined by the State agency.

### (e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "as is", "where is" basis, without warranty of any kind.

(2) The State agency requires the donee to carry insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, the State agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

### (f) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 (PUBLIC LAW 99-386, SEC. 207) OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

### THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF UNDER \$5,000 (PUBLIC LAW 99-386, SEC. 207):

(1) Title to items with an acquisition cost of less than \$5,000. (Public Law 99-386, Sec. 207) shall pass to the donee when the terms and conditions imposed by (b) (1) and (2) have been met.

(2) All clothing, upholstered furniture, and bedding materials acquired from the SURPLUS PROPERTY DIVISION will be sterilized as required by State Law before being used.

(3) In addition to any other remedies available to the Department or to the State agency, said agency shall have the right and authority to withhold further transfers of Government Surplus Property to our institution if we fail at anytime.

(a) Abide by the above terms and conditions and (b) promptly pay just service and handling charge fees assessed by the state agency.

Dept. of General Services  
 Federal Surplus Property  
 1655 Salem Industrial Dr., NE  
 Salem, OR 97310  
 378-4714

## RESOLUTION

### Authorization of Participants Federal Property Utilization Program Under P.L. 94-519

State Agency Use
_____ Agency Name
_____ Executive No.
_____ Renewal Date

"BE IT RESOLVED by the Governing Board, OR by the Chief Administrative Officer of those organizations which do not have a governing board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) is (are) listed below shall be and is (are) hereby authorized as our representative(s) to acquire federal surplus property from the Oregon State Agency for Surplus Property under the Terms and Conditions listed on the reverse side of this form."

NAME (Print or Type)	TITLE	SIGNATURE

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by the Governing Board of \_\_\_\_\_  
 I, \_\_\_\_\_, Clerk of the Governing Board  
 of \_\_\_\_\_ do hereby certify that the foregoing is a full, true and correct  
 copy of a resolution adopted by the Board at a \_\_\_\_\_ meeting thereof held at its regular place  
 of meeting at the date and by the vote above stated, which resolution is on file in the office of the Board.

Name of Organization	Mailing Address
SIGNED _____ Legally Authorized Official	City                  County                  ZIP Code

----- OR -----

AUTHORIZED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by:

Name of Chief Administrative Officer	Name of Organization
Title	Mailing Address
SIGNED _____ Legally Authorized Official	City                  County                  ZIP Code

FOR STATE AGENCY USE		
1. Applicant is approved as a:	<input type="checkbox"/> Public Agency <input type="checkbox"/> Nonprofit Educational Institution <input type="checkbox"/> Nonprofit Public Health Institution	
2. Applicant is not approved:	<input type="checkbox"/> Comment: _____	
Date: _____	State Agency Approving Officer: _____	
	Expiration Date: _____	

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 91-1459 TO PERMIT METRO  
TO PARTICIPATE IN THE OREGON STATE AND FEDERAL SURPLUS  
PROPERTY UTILIZATION PROGRAM

Date: \_\_\_\_\_

Presented by: Neil Saling

FACTUAL BACKGROUND AND ANALYSIS

The State of Oregon and the United States General Services Administration provide programs which enables local governments to acquire State and Federal surplus materials and equipment at a fraction of the original cost.

The State and Federal surplus program requires that;

1. A resolution be passed by Metro Council which authorizes designated Metro staff to acquire the surplus property on behalf of Metro;
2. that all State and Federal property acquired by Metro through the program be used for its intended purpose for at least eighteen (18) months; and
3. if Metro decides to dispose of the surplus property before the eighteen (18) month period, permission must be granted by the State or Federal surplus property administrator prior to removing the property from Metro inventory.

THE EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 91-1459 to permit Metro participation in the Oregon State and Federal Surplus Property Utilization Program.

Meeting Date: July 25, 1991  
Agenda Item No. 5.1

ORDINANCE NO. 91-415

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF REAPPORTIONING )     ORDINANCE NO. 91-415  
COUNCIL SUBDISTRICTS                 )  
  )  
  )  
  )  
  )

WHEREAS, ORS 268.150 directs the Council to reapportion the Council subdistricts after the data of the United States decennial census are compiled and released; and

WHEREAS, the 1991 legislature passed and the Governor signed Senate Bill 299, directing the Council to describe the 13 subdistricts into which the district will be divided on the first Monday in January 1993, and further directing that the description of the 13 subdistricts shall be accomplished not later than the 250th day before the 1992 primary election; and

WHEREAS, Senate Bill 299 requires each Councilor whose term extends beyond the first Monday in January 1993 to be assigned to a subdistrict described by the Council in the reapportionment ordinance; and

WHEREAS, Senate Bill 299 requires the description of the 13 subdistricts and the assignment of Councilors to subdistricts to be accomplished in one legislative enactment by the Council; and

WHEREAS, Senate Bill 299 provides that ordinances shall become effective 90 days after adoption unless otherwise specified by the Council in the ordinance, and further provides that the Council by a majority vote of its members may declare that an emergency exists in which case an ordinance may take effect immediately or in less than 90 days; and

WHEREAS, in order to meet the statutory deadline for enactment of reapportionment, it is necessary for this ordinance to be effective on or before September 12, 1991, and an emergency exists pursuant to ORS 268.360(2), as amended by the 1991 Oregon Legislature; now, therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

Section 1.

(a) The 13 Council subdistricts shall be as described in Exhibit A (attached).

(b) The assignment of Councilors to subdistricts shall be as described in Exhibit B (attached).

Section 2. The Council declares that, in order to meet the statutory requirement that the reapportionment become operative on the 250th day before the date of the next primary election, an emergency exists pursuant to ORS 268.360(2), and therefore this ordinance shall be in effect upon adoption by the Council.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
Tanya Collier, Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of the Council

7/18/91

Metro Council District Reapportionment

Legal Description of proposed boundaries



**Metro Council Reapportionment  
July 18th, 1991**

The following is a description of the proposed Metro Council Districts. Each district is described beginning usually at the northwestern most point and moving in a clockwise fashion around district. The phrase: "outer boundary of the district" refers to the boundary of the Metropolitan Service District as a whole. Population figures for each of the districts are included in appendix A.

**District 1:** Beginning at the intersection of the East line of section 1N4W23 and the Bonneville Power Administration right of way follow the outer boundary of the district; SW 185th Ave; SW Kinniman to the outer boundary; back to the point of beginning.

**Notes:** Includes the portion of the communities of Forest Grove, Hillsboro and Cornelius that lie within the boundary of Metro.

**District 2:** Beginning at the intersection of SW 209th and SW Kinniman; SW Kinniman; SW 185th Ave; Tualatin Valley Highway (Hwy 8); S W Murray Blvd; SW Millikan Way; SW Hocken Way; SW Henry St; SW Cedar Hills Blvd; The boundary of the City of Beaverton: SW Center St ; Highway 217; SW Scholls Ferry Rd; Fanno Creek; SW Tiedeman Ave; SW Walnut St; Pacific Highway (Hwy 99W); Bull Mt Rd; the outer boundary of the district, back to the point of beginning.

**Notes:** the intention is to keep intact the Central Beaverton Planning Association as well as the Tigard Neighborhood Planning Organization (NPO 7).

**District 3:** Beginning at the intersection of the Multnomah/Washington County line and Burnside Dr; Burnside Dr; NW Westover; NW 25th Ave; NW Lovejoy; NW Cornell Rd; Boundary of Forest Park; St Helens Rd; NW Vaughn St; 1-405; Burnside St; Willamette River; Dunthorpe/City of Portland boundary; Multnomah/Clackamas County line The City of Portland Boundary; the Multnomah/Clackamas County line back to the point of beginning.

Notes: The district includes all of SW Portland that is within Multnomah County. The NW Neighborhood Association is also included.

**District 4:** Beginning at the intersection of the West line of section 2S1W08 and Bull Mt Rd; SW Bull Mt Rd; Highway 99W; SW Walnut St; SW Tiedman Ave; Fanno Creek; SW Scholls Ferry Rd; Highway 217; Hall Blvd; SW Locust St; SW 72nd Ave; SW Oak St; SW 71st Ave; Barbur Blvd; Multnomah/Washington county line; Multnomah/Clackamas County line; City of Portland boundary; Multnomah Clackamas County line; City of Portland/Dunthorpe boundary; Willamette River; Oswego Creek; Lake Oswego; South Shore Blvd; Lakeview Blvd; Clackamas/Washington County line; Tualatin River; SW Stafford Rd; the outer boundary of the district back to the point of beginning.

Notes: Includes the communities of Sherwood, Wilsonville, Lake Oswego (North of the lake), Tigard, King City, Durham, Tualatin, Rivergrove and Dunthorpe; Straddles all three counties in order to balance population, as well as keep Lake Oswego and Dunthorpe communities intact.

**District 5:** Beginning at the intersection of the Washington/Clackamas County line and Lakeview Blvd; Lakeview Blvd; South Shore Blvd; Lake Oswego; Oswego Creek; Willamette River; Risely Ave; River Rd; Concord Rd; Oatfield Rd; Theissen Rd; Webster Rd; SE Strawberry Ave; SE 82nd Dr; Gladstone city boundary to the Clackamas River; the outer boundary of the district; SW Stafford Rd; Tualatin River; the Clackamas/Washington County line back to the point of beginning.

notes: Includes the communities of West Linn, Oregon City, Gladstone and Johnson City. Breaches the Willamette River to keep this "tri-city" area intact.

**District 6:** Beginning just South of the Sellwood Bridge - at the junction of the Willamette River and the Multnomah/Clackamas County line; The Multnomah/Clackamas County line; the outer boundary of the district; Clackamas River to the Gladstone city boundary; SE 82nd Dr; SE Strawberry Ave; Webster Rd; Theissen Rd; Oatfield Rd; Concord Rd; River Rd; Risely Ave to the Willamette River.

**District 7:** Beginning at the intersection of NE Marine Dr and NE 185th Dr; Due North to the center of the South Channel of the Columbia River; South Channel to the outer boundary of the district; Multnomah/Clackamas County line; 112th Ave; Portland Traction Co. Railroad right of way; the boundary of Powell Butte Park; 148th Ave; Powell Blvd; 182nd Ave; SE/NE 181st Ave; Sandy Blvd; 185th Dr back to the point of beginning.

Notes: This boundary splits the Rockwood community at 181st Ave, but creates a simple, easily recognizable district for.

**District 8:** Beginning at the Center of the Hawthorne Bridge; SE Hawthorne Blvd; SE 26th Ave; SE Stark St; SE 50th Ave; SE Division St; SE 52nd St; SE Powell Blvd; SE Foster Rd. SE 82nd Ave; the Clackamas/Multnomah county line; the Willamette River back to the point of beginning.

**Notes:** Includes the Hosford-Abernathy, Richmond, Sunnyside, Brooklyn, Creston-Kenilworth, Sellwood-Moreland, Reed, Eastmoreland, Woodstock, Mt Scott-Arleta, and Brentwood-Darlington Neighborhood Associations.

**District 9:** Beginning at the intersection of NE 68th Ave and I-84 (Banfield Freeway); I-84; NE Halsey St; NE/SE 122nd Ave; SE Division; SE 148th Ave; the boundary of Powell Butte Park; Portland Traction Co. Railroad right of way; SE 122nd Ave; SE Foster Rd; SE 112th Ave; Multnomah/Clackamas county line; SE 82nd Ave; SE Foster Rd; SE Powell Blvd; SE 52nd Ave; SE Division St; SE 50th Ave; SE Hawthorne Blvd; SE 49th Ave; SE Stark St; SE 49th Ave; E Burnside St; NE 68th St back to the point of beginning.

**Notes:** Includes the Mt Tabor, South Tabor, Montavilla, Lents, Foster-Powell, and Powellhurst-Gilbert Neighborhood Associations. The district splits the Hazelwood and Mill Park Associations with District 10 along 122nd Ave.

**District 10:** Beginning at the intersection of the I-205 Bridge and the Oregon/Washington State boundary; the outer boundary of the district (Oregon/Washington State boundary); South Channel of the Columbia River to a point due North of the intersection of NE Marine Dr and NE 185th Dr, in the center of the South Channel of the Columbia River; 185th Dr; Sandy Blvd; NE/SE 181st Ave; SE 182nd Ave; SE Powell Blvd; SE 148th Ave; SE Division St; SE/NE 122nd Ave; NE Halsey St; I-84 (Banfield Freeway); NE 63rd Ave; NE Halsey; NE 62nd Ave; NE Fremont St; NE 57th St; NE Cully Blvd; NE Prescott St; NE Sandy Blvd; I-205; Columbia River Slough; NE 82nd Ave; NE Lombard St; NE Airport Way; NE Lombard St to a point in the center of the South Channel of the Columbia River; the South Channel to the Oregon/Washington State boundary and back to the point of beginning.

**Notes:** Includes the Parkrose Community Group, Madison North, Madison South, Woodland Park, Parkrose Heights, Parkrose, Argay and Wilkes Neighborhood Associations. Also includes Government Island and the City of Maywood Park. The Hazelwood and Mill Park Neighborhood Associations are split with district 9 along 122nd Ave. The Rose City Neighborhood Association is also split with district 11. The existing boundary between 11 and 10 also created this split.

**District 11:** Beginning at the intersection of the Interstate Bridge and the Oregon/Washington boundary; the outer boundary of the district; the South Channel of the Columbia River to a point opposite the intersection of NE Lombard St and NE Marine Dr; NE Lombard St; NE Airport Way; NE Lombard

St; NE 82nd Ave; Columbia Slough; I-205; NE Sandy Blvd; NE Prescott St; NE Cully Blvd; NE 57th St; NE Fremont St; NE 62nd Ave; NE Halsey St; NE 63rd St; I-84 (Banfield Fwy); NE 68th Ave; E Burnside St; SE 49th St; SE Stark St; SE 26th Ave; SE Hawthorne St; The Willamette River; NE Broadway St; NE 7th Ave; NE Fremont St; NE 21st St; NE Mason St; NE 23rd Ave; NE Prescott St; NE 22nd Ave; NE Killingsworth St; NE 21st Ave; NE Lombard St; NE 13th Ave; NE Lombard Pl; Columbia Blvd; I-5; The shoreline of Hayden Island and back to the point of beginning.

Notes: This district includes all of Hayden Island, the East Columbia, Sunderland, Concordia, Cully, Alameda, Beaumont-Wilshire, Irvington, Grant Park, Hollywood, Lloyd Center, Sullivan's Gulch, Kerns, Laurelhurst, Center, Buckman and Sunnyside Neighborhood Associations. Most of the Rose City Neighborhood Association is in this district the split being along the existing 11/10 boundary.

**District 12:** Beginning at the confluence of the Columbia and Willamette Rivers; the outer boundary of the district; The South Channel of the Columbia River as it passes Hayden Island; I-5; NE Columbia Blvd; NE Lombard Pl; NE 13th Ave; NE Lombard St; NE 21st Ave; NE Killingsworth St; NE 22nd Ave; NE Prescott St; NE 23rd St; NE Mason St; NE 21st St; NE Fremont St; NE 7th Ave; NE Broadway; Willamette River; Burnside St; I-405; NW Vaughn St; St Helens Rd; the boundary of Forest Park; NW Cornell Rd; NW Lovejoy St; NW 25th Ave; NW Westover; W Burnside/Burnside Dr; Multnomah/Washington county line; the outer boundary of the district back to the point of beginning.

Notes: Includes the Piedmont; Woodlawn, Humboldt; King, Boise, Sabin, Vernon, Eliot, Overlook, Arbor Lodge, Kenton, Portsmouth, University Park, Friends of Cathedral Park, St. Johns; Linnton, Northwest Industrial, Northwest Industrial Addition, NW Triangle and Burnside Neighborhood Associations. This district comprises the highest concentration of ethnic Black population in the Metro area.

**District 13:** Beginning at the intersection of SW 185th Ave and Springville Rd; the outer boundary of the district; Multnomah/Washington county line; SW Barbur Blvd; SW 71st Ave; SW Oak St; SW 72nd Ave; SW Locust St; SW Hall Blvd; Highway 217; SW Center St; The Boundary of the City of Beaverton; SW Cedar Hills Blvd; SW Henry St; SW Hocken Way; SW Millikan Way; SW Murray Blvd; Tualatin Valley High way (Hwy 8); SW 185th Ave back to the point of beginning.

Notes: This is the new district, which is characterized by straddling the Sunset Highway out to SW 185th Ave. It has the advantage of not having an incumbent living in the area.

Appendix A

Population and Ethnic data - Proposed Metro  
Council Districts

7/18/91

PAGE 1

## Population Summary Report

District	Population	Deviation	Pct. Dev.
1	79,028	-1,881	-2.32
2	81,017	108	0.13
3	83,018	2,109	2.61
4	77,094	-3,815	-4.72
5	81,887	978	1.21
6	79,056	-1,853	-2.29
7	78,690	-2,219	-2.74
8	82,804	1,895	2.34
9	81,784	875	1.08
10	82,436	1,527	1.89
11	82,263	1,354	1.67
12	83,078	2,169	2.68
13	79,664	-1,245	-1.54
=====		=====	=====
	1,051,819	2	0.00

Mean Deviation is: 1,694  
Mean Percent Deviation is: 2.09

Largest Positive Deviation is: 2,169 2.68 Percent  
Largest Negative Deviation is: -3,815 -4.72 Percent  
Overall Range in Deviation is: 5,984 7.40 Percent

Plan Type : METRO  
 Plan name : VERSION5  
 Date : July 18,  
 Time : 3:08 PM  
 User : markb

=====

DISTRICT No. : 1

Total Population : 79,028  
 Deviation : -1,881  
 Dev. Percentage : -2.32  
 Total 18+ : 55,183

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	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHOther
Group Total	68,457	349	7,147	461	2,563	51
% of Total Pop.	87.00	0.44	9.04	0.58	3.24	0.06
18+	48,754	189	4,225	327	1,662	26
% of Total 18+	88.00	0.34	7.66	0.59	3.01	0.05

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DISTRICT No. : 2

Total Population : 81,017  
 Deviation : 108  
 Dev. Percentage : 0.13  
 Total 18+ : 58,786

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	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHOther
Group Total	71,893	700	2,643	420	5,316	45
% of Total Pop.	89.00	0.86	3.26	0.52	6.56	0.06
18+	52,853	423	1,651	289	3,551	19
% of Total 18+	90.00	0.72	2.81	0.49	6.04	0.03

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DISTRICT No. : 3

Total Population : 83,018  
 Deviation : 2,109  
 Dev. Percentage : 2.61  
 Total 18+ : 70,549

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	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHOther
Group Total	75,468	1,546	2,018	586	3,352	48
% of Total Pop.	91.00	1.86	2.43	0.71	4.04	0.06
18+	64,350	1,260	1,615	484	2,808	32
% of Total 18+	91.00	1.79	2.29	0.69	3.98	0.05

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DISTRICT      No. :    4
Total Population : 77,094
  Deviation : -3,815
Dev. Percentage : -4.72
  Total 18+ : 59,194

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: NHwhite : NHblack : Hispanic: NHameri : NHasian : NHother :
-----+-----+-----+-----+-----+-----+
Group Total : 72,828: 447: 1,641: 349: 1,790: 39:
% of Total Pop. : 94.00: 0.58: 2.13: 0.45: 2.32: 0.05:
18+ : 56,231: 291: 1,113: 269: 1,272: 18:
% of Total 18+ : 95.00: 0.49: 1.88: 0.45: 2.15: 0.03:
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=====
DISTRICT      No. :    5
Total Population : 81,887
  Deviation : 978
Dev. Percentage : 1.21
  Total 18+ : 59,060

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: NHwhite : NHblack : Hispanic: NHameri : NHasian : NHother :
-----+-----+-----+-----+-----+-----+
Group Total : 78,013: 335: 1,612: 471: 1,428: 28:
% of Total Pop. : 95.00: 0.41: 1.97: 0.58: 1.74: 0.03:
18+ : 56,696: 193: 953: 322: 886: 10:
% of Total 18+ : 96.00: 0.33: 1.61: 0.55: 1.50: 0.02:
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=====
DISTRICT      No. :    6
Total Population : 79,056
  Deviation : -1,853
Dev. Percentage : -2.29
  Total 18+ : 59,648

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: NHwhite : NHblack : Hispanic: NHameri : NHasian : NHother :
-----+-----+-----+-----+-----+-----+
Group Total : 74,513: 387: 1,679: 554: 1,895: 28:
% of Total Pop. : 94.00: 0.49: 2.12: 0.70: 2.40: 0.04:
18+ : 56,623: 239: 1,069: 392: 1,311: 14:
% of Total 18+ : 95.00: 0.40: 1.79: 0.66: 2.20: 0.02:
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=====
DISTRICT      No. :    7
Total Population : 78,690
  Deviation : -2,119

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Dev. Percentage : -2.74  
 Total 18+ : 56,555

	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHother
Group Total	72,666	821	2,540	602	2,031	30
% of Total Pop.	92.00	1.04	3.23	0.77	2.58	0.04
18+	52,602	529	1,620	423	1,366	15
% of Total 18+	93.00	0.94	2.86	0.75	2.42	0.03

=====  
 DISTRICT No. : 8  
 Total Population : 82,804  
 Deviation : 1,895  
 Dev. Percentage : 2.34  
 Total 18+ : 64,767

	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHother
Group Total	72,647	1,455	2,421	1,033	5,162	86
% of Total Pop.	88.00	1.76	2.92	1.25	6.23	0.10
18+	57,703	985	1,595	683	3,774	27
% of Total 18+	89.00	1.52	2.46	1.05	5.83	0.04

=====  
 DISTRICT No. : 9  
 Total Population : 81,784  
 Deviation : 875  
 Dev. Percentage : 1.08  
 Total 18+ : 61,917

	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHother
Group Total	72,066	1,056	2,582	852	5,152	76
% of Total Pop.	88.00	1.29	3.16	1.04	6.30	0.09
18+	55,404	652	1,602	614	3,615	30
% of Total 18+	89.00	1.05	2.59	0.99	5.84	0.05

=====  
 DISTRICT No. : 10  
 Total Population : 82,436  
 Deviation : 1,527  
 Dev. Percentage : 1.89  
 Total 18+ : 62,997

=====  
 : NHwhite : NHblack : Hispanic : NHameri : NHasian : NHother :  
 -----

Group Total	:	74,199:	1,306:	2,251:	726:	3,900:	54:
% of Total Pop.	:	90.00:	1.58:	2.73:	0.88:	4.73:	0.07:
18+	:	57,520:	847:	1,499:	501:	2,613:	17:
% of Total 18+	:	91.00:	1.34:	2.38:	0.80:	4.15:	0.03:

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=====  
DISTRICT No. : 11

Total Population	:	82,263
Deviation	:	1,354
Dev. Percentage	:	1.67
Total 18+	:	64,159

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	:	NHwhite	:	NHblack	:	Hispanic	:	NHameri	:	NHasian	:	NHother
Group Total	:	67,519:	7,602:	2,615:	862:	3,520:	145:					
% of Total Pop.	:	82.00:	9.24:	3.18:	1.05:	4.28:	0.18:					
18+	:	54,153:	5,131:	1,806:	614:	2,412:	43:					
% of Total 18+	:	84.00:	8.00:	2.81:	0.96:	3.76:	0.07:					

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=====  
DISTRICT No. : 12

Total Population	:	83,078
Deviation	:	2,169
Dev. Percentage	:	2.68
Total 18+	:	60,426

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	:	NHwhite	:	NHblack	:	Hispanic	:	NHameri	:	NHasian	:	NHother
Group Total	:	53,779:	20,575:	3,816:	1,413:	3,304:	191:					
% of Total Pop.	:	65.00:	25.00:	4.59:	1.70:	3.98:	0.23:					
18+	:	41,871:	12,992:	2,373:	937:	2,176:	77:					
% of Total 18+	:	69.00:	22.00:	3.93:	1.55:	3.60:	0.13:					

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=====  
DISTRICT No. : 13

Total Population	:	79,664
Deviation	:	-1,245
Dev. Percentage	:	-1.54
Total 18+	:	60,601

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	:	NHwhite	:	NHblack	:	Hispanic	:	NHameri	:	NHasian	:	NHother
Group Total	:	72,806:	608:	1,775:	333:	4,105:	37:					
% of Total Pop.	:	91.00:	0.76:	2.23:	0.42:	5.15:	0.05:					
18+	:	55,910:	408:	1,192:	240:	2,839:	12:					
% of Total 18+	:	92.00:	0.67:	1.97:	0.40:	4.68:	0.02:					

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Meeting Date: July 25, 1991  
Agenda Item No. 5.2

ORDINANCE NO. 91-416

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 91-416 FOR THE PURPOSE OF  
AMENDING ORDINANCE NO. 88-266B ADOPTING THE REGIONAL SOLID  
WASTE MANAGEMENT PLAN TO INCORPORATE THE METRO WEST TRANSFER  
AND MATERIAL RECOVERY SYSTEM CHAPTER

Date: July 25, 1991

Presented by: Richard Carson  
Becky Crockett  
Mark Buscher

PROPOSED ACTION

Ordinance No. 91-416 amends the Regional Solid Waste Management Plan to incorporate the Metro West Transfer and Material Recovery System Chapter. The Chapter provides the direction necessary to expand the regional transfer and material recovery system to serve the west watershed.

FACTUAL BACKGROUND AND ANALYSIS

The west watershed encompasses incorporated and unincorporated Washington County. The Metro West Transfer and Material Recovery System Chapter provides the necessary direction for fulfilling the need for expanded transfer and material recovery capabilities in the west watershed. Currently, the watershed is served by the Metro South transfer station, located in Clackamas County, and the Forest Grove transfer station. Neither have material recovery processing capacity, and, the Metro South Station is operating over capacity.

The Metro West Chapter was developed as a local government solution. It's development is consistent with Policy 16.0 of the Regional Solid Waste Management Plan, which states:

"The implementation of the Solid Waste Management Plan shall give priority to solutions developed at the local level that are consistent with all plan policies."

The Chapter is also consistent with the planning process and minimum standards for the local government solution established by the Metro Council.

Using these guidelines, local governments in Washington County worked collectively to develop their local government solution plan. The local plan contained recommendations on eleven issues including; facility configurations and sizes, facility functions, ownership and procurement. Consistent, with the planning process established by Council, the local government solution was submitted to Metro so that a detailed policy and technical analysis of the local plan could be conducted. The policy and technical analysis determined that the local government solution was consistent with the goal and policies of

the Regional Solid Waste Management Plan and the standards for local government solutions developed by the Council.

Based on the findings of the policy and technical analysis, the Council established policy for the development of the Metro West Transfer and Material Recovery System Chapter. Staff has followed these policies and the findings of the Technical Analysis in developing the Chapter.

The Chapter provides direction on the following issues:

- System Configuration and Tonnage Projections - The planning area for the west wasteshed and corresponding waste tonnage projections is based on the Washington County boundary delineation with minor adjustments to account for established hauler activities.
- Number of Transfer/Material Recovery Facilities - The wasteshed will be served by two transfer/material recovery facilities.
- Transfer/Material Recovery Facility Service Areas - Two facility service areas for the west wasteshed will be established during the procurement process in order to provide certainty about the allocation of general-purpose waste to transfer stations.
- Transfer/Material Recovery Facility Level of Service - Transfer facilities in the west wasteshed must meet minimum operational standards in place elsewhere in the region.
- Post Collection Material Recovery - Transfer facilities in the west wasteshed will include post-collection material recovery capacity.
- High Grade Processing - A high grade facility will be procured as a component of the solid waste system for the west wasteshed.
- Transfer/Material Recovery Facility Financing - Transfer facilities in the west wasteshed will be financed through a public/private arrangement.
- Rates - Costs associated with the local government solution for the west wasteshed should not obligate citizens within the wasteshed to pay more for solid waste disposal than citizens in other parts of the region.
- Transfer/Material Recovery Facility Ownership - Transfer facilities in the west wasteshed will be privately owned if a

private ownership proposal that meets criteria established through the procurement process is received.

- Vertical Integration - Vertical integration will be allowed within the west watershed's portion of the regional system, with the requirement that Metro operate the transfer station gatehouses.
- Transfer Material/Recovery Facility Procurement - The primary method for the procurement of transfer facilities in the west watershed will be through a competitive long-term franchise process.
- Land Use Siting - Potential sites for solid waste facilities in the west watershed will be identified by private facility vendors.
- Flow Control - Waste destined for a transfer/material recovery facility or a general purpose landfill will be allocated to the transfer/material recovery facility within a designated service area.

#### DECISION PROCESS

The draft Metro West Chapter has been reviewed and approved by the Technical and Policy Committees of the Regional Solid Waste Management Plan project and the Washington County Solid Waste Steering Committee. The Committees recommended no amendments. However, amendments were made by Metro staff during the committee review process. These amendments did not result in substantive changes to the draft Chapter reviewed by the committees.

#### SUPPORTING DOCUMENT

Accompanying the Metro West Material Recovery System Chapter is the Policy and Technical Analysis for the Washington County System, completed in April of 1991. The Analysis contains the results of specific studies that support the recommendations in the Chapter. The Metro West Transfer and Material Recovery System Chapter takes precedence over the supporting document.

#### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 91-416 adopting the Metro West Transfer and Material Recovery System Chapter of the Regional Solid Waste Management Plan.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING	)	ORDINANCE NO. 91-416
ORDINANCE NO. 88-266B ADOPTING THE	)	
REGIONAL SOLID WASTE MANAGEMENT	)	Introduced by Rena Cusma,
PLAN TO INCORPORATE THE METRO	)	Executive Officer
WEST TRANSFER AND MATERIAL	)	
RECOVERY SYSTEM CHAPTER	)	

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

WHEREAS, The Regional Solid Waste Management Plan, Policy 16.0, gives priority to local government solid waste management solutions; and

WHEREAS, Resolution No. 89-1156 identifying a process, timeline and minimum standards for development of the Washington County Solid Waste System as a local government solution, was adopted in October 1989; and,

WHEREAS, Washington County and the cities therein developed a local government solution in accordance with Resolution No. 89-1156 for Metro Council consideration; and,

WHEREAS, Resolution No. 90-1358B recognizing and giving priority to Washington County's local government solution provided it is determined to be consistent with all Regional Solid Waste Management Plan provisions, was adopted in December 1990; and,

WHEREAS, Resolution No. 91-1437B establishing policy for the development Metro West Transfer and Material Recovery System Chapter, was adopted in June 1990; now therefore,

/////

/////

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

That the Regional Solid Waste Management Plan is amended as shown in Exhibit "A" to this Ordinance.

ADOPTED by the Council of the Metropolitan Service District  
this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
Tanya Collier, Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of the Council

srs  
a:\waco.ord  
07/16/91



CHAPTER 5 (FACILITIES)  
REGIONAL SOLID WASTE MANAGEMENT PLAN

Metro West Transfer and Material Recovery System

EXHIBIT "A"  
to Ordinance No. 91-416

July 17, 1991  
Planning and Development Department

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## METRO WEST TRANSFER AND MATERIAL RECOVERY SYSTEM

### Purpose:

The purpose of this chapter is to identify a facility configuration to expand the waste transferring and post-collection material recovery capacity of the general purpose waste stream for the western portion of the region.

### Background:

The west wasteshed encompasses incorporated and unincorporated Washington County. The wasteshed needs expanded transfer and post-collection material recovery capacity so that waste generated in the wasteshed that is destined for disposal at the Columbia Ridge or the Riverbend Landfills can be processed locally within the wasteshed prior to transfer. Transfer facilities developed to serve the wasteshed will also need to be sized to manage some waste generated in the south wasteshed in order to reduce the flow of waste to the Metro South Transfer Station.

This Plan chapter is based on a system plan developed by local governments in Washington County and the "Policy and Technical Analysis for The Washington County System Plan", completed in April of 1991. The Policy and Technical Analysis is an Appendix to the Regional Solid Waste Management Plan (RSWMP). It contains the detailed evaluation of issues related to the Metro west transfer and material recovery system. The process used to develop this chapter is consistent with Policy 16.0 (Local Government Solution) of the RSWMP.

**Summary:**

The following is a summary of the issues addressed for the west wasteshed transfer and material recovery system. A more detailed analysis follows the summary.

**1. System Configuration and Tonnage Projections**

The planning area for the west wasteshed and corresponding waste tonnage projections is based on the Washington County boundary delineation with minor adjustments to account for established hauler activities. Facility site proposals located in the eastern portion of the wasteshed will include some waste tonnages from the southwestern portion of the south wasteshed. The regional system will allow for flexibility by initially constructing facilities for the west wasteshed based on 10-year tonnage projections (2003).

**2. Number of Transfer/Material Recovery Facilities**

The wasteshed will be served by two transfer/material recovery facilities. The facility serving the eastern portion of the wasteshed plus the southwestern portion of the south wasteshed will have a capacity of approximately 196,000 tons per-year and the facility serving the western portion of the wasteshed will have a capacity of approximately 120,000 tons per-year (based on the 2003 tonnage projection for the wasteshed).

**3. Transfer/Material Recovery Facility Service Areas**

Two facility service areas for the west wasteshed will be established during the procurement process in order to provide certainty about the allocation of general-purpose waste to transfer stations. The service areas designated will have tonnage capacities that are consistent with the facility configuration and tonnage projections contained in this chapter. The actual assignment of franchised haulers to service areas will be completed in accordance with Metro Code Chapter 5.05 (Flow Control).

**4. Transfer/Material Recovery Facility Level of Service**

Transfer facilities in the west wasteshed shall meet minimum operational standards related to: equipment redundancy, accommodation of "self-haul" waste, incidental hazardous waste management and source-separated recyclables collection. The minimum standards are based on operational standards in place at other regional transfer facilities.

5. Post Collection Material Recovery

Transfer facilities in the west wasteshed will include post-collection material recovery capacity based on a combination of economic incentives, market factors, facility design requirements and analysis of impacts on existing programs and facilities. The requirements for the material recovery rate will be established by Metro and vendors through the procurement process. The expected material recovery rate at transfer facilities is an estimated average of 16-percent. A specific term and condition of the franchise shall be that the facility operator(s) shall adjust to changing circumstances which may require capital improvements, new methods of operation or similar factors in order to ensure continued compliance with the RSWMP as it may be amended.

6. High Grade Processing

A high grade facility will be procured as a component of the solid waste system for the west wasteshed. Facility ownership, financing and operation will be private. The decision as to whether or not the high grade function should take place at a separate facility or at a transfer station will be made during the procurement process. The procurement process will be initiated either as a result of private sector initiative in submitting a franchise application or after procurement of transfer facilities begins, whichever occurs first. This should be completed within two years of the completion of the procurement process for transfer facilities in the wasteshed.

7. Transfer/Material Recovery Facility Financing

Transfer facilities in the west wasteshed will most likely be financed through a public/private arrangement. The most favorable means of financing will likely have Metro as the sponsor of project private activity bonds with a limited Metro pledge of system revenues to pay debt service.

8. Rates

Costs associated with the local government solution for the west wasteshed should not obligate citizens within the wasteshed to pay more for solid waste disposal than citizens in other parts of the region.

9. Transfer/Material Recovery Facility Ownership

Transfer facilities in the west wasteshed will be privately owned if a private ownership proposal that meets criteria established through the procurement process is received.

Public assistance for bond allocation is necessary to decrease financing costs.

The transfer facilities shall be classified as major disposal system components and franchised as such in accordance with section 5.01.085 of the Metro Code. A specific term and condition of the franchise shall be that the facility operator(s) shall adjust to changing circumstances which may require capital improvements, new methods of operation or similar factors in order to ensure continued compliance with the RSWMP as it may be amended.

**10. Vertical Integration**

Vertical integration will be allowed within the west watershed, with the requirement that Metro operate the transfer station gate-houses.

**11. Transfer Material/Recovery Facility Procurement**

The procurement of transfer facilities in the west watershed will be through a competitive long-term franchise process. A separate request for franchise will be circulated for the appropriately sized facility for each service area. The procurement criteria shall include a cost which is no greater than the cost of a publicly financed facility using the assumptions and methodology in the technical analysis. If the private sector is unable to obtain facility financing and meet other criteria established for the franchise, Metro has the option to circulate a Request for Proposals (RFP).

**12. Land Use Siting**

Potential sites for solid waste facilities in the west watershed will be identified by private facility vendors. Facility vendors must have the local land use permit in hand prior to the procurement process. This does not include site design review or the mitigation agreement, which will be subject to the procurement process.

**13. Flow Control**

Waste destined for a transfer/material recovery facility or a general purpose landfill will be allocated to the transfer/material recovery facility within a designated service area. Until each facility reaches its designed capacity, Metro may allow or direct additional flows of waste to the facility to promote overall system efficiency consistent with Metro Code Chapter 5.05. Notwithstanding; the designation of service areas, Metro may reserve the right to direct flow away from a facility to prevent it from exceeding its designed capacity.

## 1. SYSTEM CONFIGURATION AND TONNAGE PROJECTIONS

### Background:

The first step in developing a system plan for the west watershed is to determine the appropriate planning area and the corresponding projected waste tonnages that comprise the watershed's system. In order to accomplish this task, four questions were analyzed and answered:

1. What is the total amount of waste from the west watershed that is expected to enter the regional solid waste system?
2. Should Metro Central, Metro South and/or the Riedel Composter handle some portions of the waste generated in the west watershed long-term?
3. Should transfer stations in the west watershed handle some portions of east or south watershed's waste long-term?
4. Given the potential for variation in waste projection data, for what projected capacity should transfer facilities in the west watershed be constructed?

### Analysis:

A 20-year waste disposal projection for the west watershed was calculated through 2013. The major variables that affect this projection are regional population growth and growth in the annual per capita waste disposal rate (pounds-per-person per-day). In order to determine the volume of waste that would be expected to flow to transfer stations in the watershed, diversions that result from the implementation of alternative management practices for the yard debris, special waste, household hazardous waste and high grade waste streams were calculated and excluded from the projection for waste delivered to transfer facilities.

Of primary importance in allocating projected tonnages to new planned facilities in the west watershed, is assessing potential tonnage allocation impacts on existing facilities in the regional system. Waste disposal projections need to be analyzed in the context of capacity needs and limitations of existing facilities as well as logical hauler transport routes to existing and planned facilities.

An analysis was conducted to determine if waste from the west watershed is needed to efficiently run other facilities within the system, specifically, Metro Central, Metro South and the Composter. The analysis shows that the system capacity contained in these

three facilities would be utilized by the wastes originating in the east and south waste sheds. The analysis also focused on the potential traffic safety impacts of directing collection vehicles from the west wasteshed to Metro Central. Such a practice would conflict with adopted City of Portland Transportation Policies because loaded collection vehicles would in most cases have to use traffic routes that are not designated truck routes, or, would have to travel congested roads with high accident ratios on a daily basis.

While waste projections for the east and south waste sheds indicate there are sufficient tons generated in those areas to efficiently operate the Composter and Metro Central, Metro South is in need of serious tonnage reductions to achieve efficient operations. Evaluation of capacity issues for Metro South indicate that the facility is operating over-capacity and lacks adequate material recovery capabilities. Therefore, reducing the flow of waste to Metro South through expansion of the west wasteshed transfer system is a priority.

Another important element of the tonnage projection analysis was to survey haulers who have collection routes near or across wasteshed boundaries. Ordinance No. 91-388 (Flow Control) states that waste haulers should be allowed to utilize designated facilities of their choice, to the extent they are consistent with Metro contract obligations and the efficient use of Metro facilities. The survey indicated that haulers operating on or near the south wasteshed boundary are collecting very small amounts of waste from that area and probably would utilize new transfer stations in the west wasteshed. These tons have been included in the waste projections used to design facility alternatives for the west wasteshed transfer/material recovery system.

The procurement of new and expanded transfer facilities in the west wasteshed represents the last major component of the region's solid waste system. Therefore, there is merit to a conservative approach in allocating projected tons to facilities in the west wasteshed. This conservative approach will take the form of planning for facilities based on a 10-year tonnage projection (1993-2003) with a contingency for additional or alternative types of facility capacity if necessary in the west wasteshed after 10 years.

### Conclusions:

1. Based on the system configuration analysis, the projected tonnage available from the west wasteshed for new transfer/material recovery facilities is as follows:



**Annual Waste to be Handled at  
Transfer/Material Recovery Facilities  
(From the West Wasteshed)**

Year	Residential Tons	Non- Residential Tons	TOTAL TONS
1993	82,149	143,599	225,748
2003	101,852	194,943	296,794
2013	134,299	258,328	392,538

2. Of the haulers surveyed in the south wasteshed, two indicated they would like to use a new transfer station in the west wasteshed, if it were located in southeast Washington County. The corresponding tons that have been added to the projections for the west wasteshed from these haulers are as follows:

**Annual Waste That Could Be Handled at  
Transfer/Material Recovery Facilities  
(From the South Wasteshed)**

Year	Residential Tons	Non- Residential Tons	TOTAL TONS
1993	4,087	10,029	14,116
2003	5,565	14,927	20,492
2013	7,425	18,926	26,351

3. The design and operational capacities of other major facilities in the region (Metro South, Metro Central and the Riedel Mixed-Waste Composter), are not adequate to provide long-term transfer service to the west wasteshed. Continuation of this practice would result in operational inefficiencies in the form of over-capacity at Metro South and potential traffic safety impacts associated with directing loaded collection vehicles to Metro Central or the Riedel Composter.
4. Transfer facilities in the wasteshed should be designed to meet the projected 10-year (2003) tonnage projection in order to maintain the flexibility to respond to changes in waste management technology.

## 2. NUMBER OF TRANSFER/MATERIAL RECOVERY FACILITIES

### Background:

In order to meet the region's objective of maintaining a cost-effective, regionally balanced solid waste system that supports a uniform level of service, an analysis was conducted to determine how many transfer/material recovery facilities the west wasteshed should have. The analysis also focussed on determining the individual capacity of facilities and whether or not the procurement of these facilities should be phased. A single transfer/material recovery system was not evaluated.

### Analysis:

An analysis was conducted to determine the cost-effectiveness of a system of 2 vs. 3 transfer/material recovery facilities. The analysis focussed on:

- the capital costs of facilities for the two different systems;
- the on-site operation & maintenance costs;
- the impact of haul costs from the collection route to the facility;
- the impact of transport costs from the facility to final disposal; and,
- the impact of facility location on cost.

The analysis showed that a system of two transfer/material recovery facilities is a more cost-effective system than a three-facility system. Both the capital and operational costs for a three facility system are higher than the capital and operational costs for a two-facility system. While the cost increases of a three facility system are partially offset by decreased haul-costs from the collection routes to facilities, the cost savings are small compared to the savings gained by having two larger facilities.

An analysis was also conducted on varying sizes of two-facility systems. A system of two unequally sized transfer/material recovery facilities, where the relatively smaller facility was located in the western portion of the wasteshed and the relatively larger facility was located in the eastern portion of the wasteshed, was more cost-effective than a configuration of two equally sized facilities designed to handle the same volume of waste. Locating the smaller of the two facilities in the western portion of the wasteshed and the larger of the two facilities in

the east reduces the transport to disposal costs for wastes destined for disposal at both the Riverbend Landfill and the Columbia Ridge Landfill because travel times and distances are decreased.

The cost per-ton savings for the unequally sized system is approximately \$2.00 per ton or \$600,000 per year when compared to a system of two equally sized facilities where the facilities are centrally located within the wasteshed.

It should be noted that haul costs to the transfer facilities have an incidental impact on overall system costs, while transport costs to disposal are more significant. The reason for this is that cost savings from short hauls to transfer facilities only affect a few franchise areas at the margins of service areas while transport cost savings affect all waste that is transported from the transfer system to disposal.

#### Conclusions:

1. A two-transfer station system is less expensive to build and operate than a system of three or more transfer stations. Therefore, the wasteshed will be served by two transfer/material recovery facilities.
2. Due to both capital and operational cost savings, a system of two unequally sized facilities, where the smaller of the two facilities is located in the west and the larger of the two in the eastern portion of the wasteshed, is the most cost-effective configuration evaluated.
3. The facility that serves the western portion of the wasteshed will have a capacity of 120,000 tons per year; and, the facility that serves the eastern portion of the wasteshed will have a capacity of 196,000 tons per year.
4. Due to the capacities of the two transfer stations, neither facility alone would be large enough to handle all of the wasteshed's general purpose waste. Therefore, the phasing of facility procurement in order to avoid constructing facilities before they are needed is not warranted.

### 3. TRANSFER/MATERIAL RECOVERY FACILITY SERVICE AREAS

#### Background:

In order to ensure that facilities within a multiple transfer/material recovery system will actually receive waste volumes in proportion to their capacities, it is necessary to develop a mechanism for managing the flow of waste to the two facilities. Such a mechanism will ensure that both facilities operate efficiently.

#### Analysis:

Metro could use its "Flow Control" authority to direct waste to facilities. However in practice, the Metro Council has not guaranteed a tonnage volume (flow of waste) to any part of the disposal system. This position of not guaranteeing waste volumes to disposal facilities has been taken to ensure that Metro maintains its ability to respond to innovations in operating procedures or advances in technology that can lead to increased waste reduction. Therefore, guarantees of actual volumes of waste have been reserved only for facilities where the primary purpose is waste reduction/recovery, such as the Riedel Mixed Waste Composter.

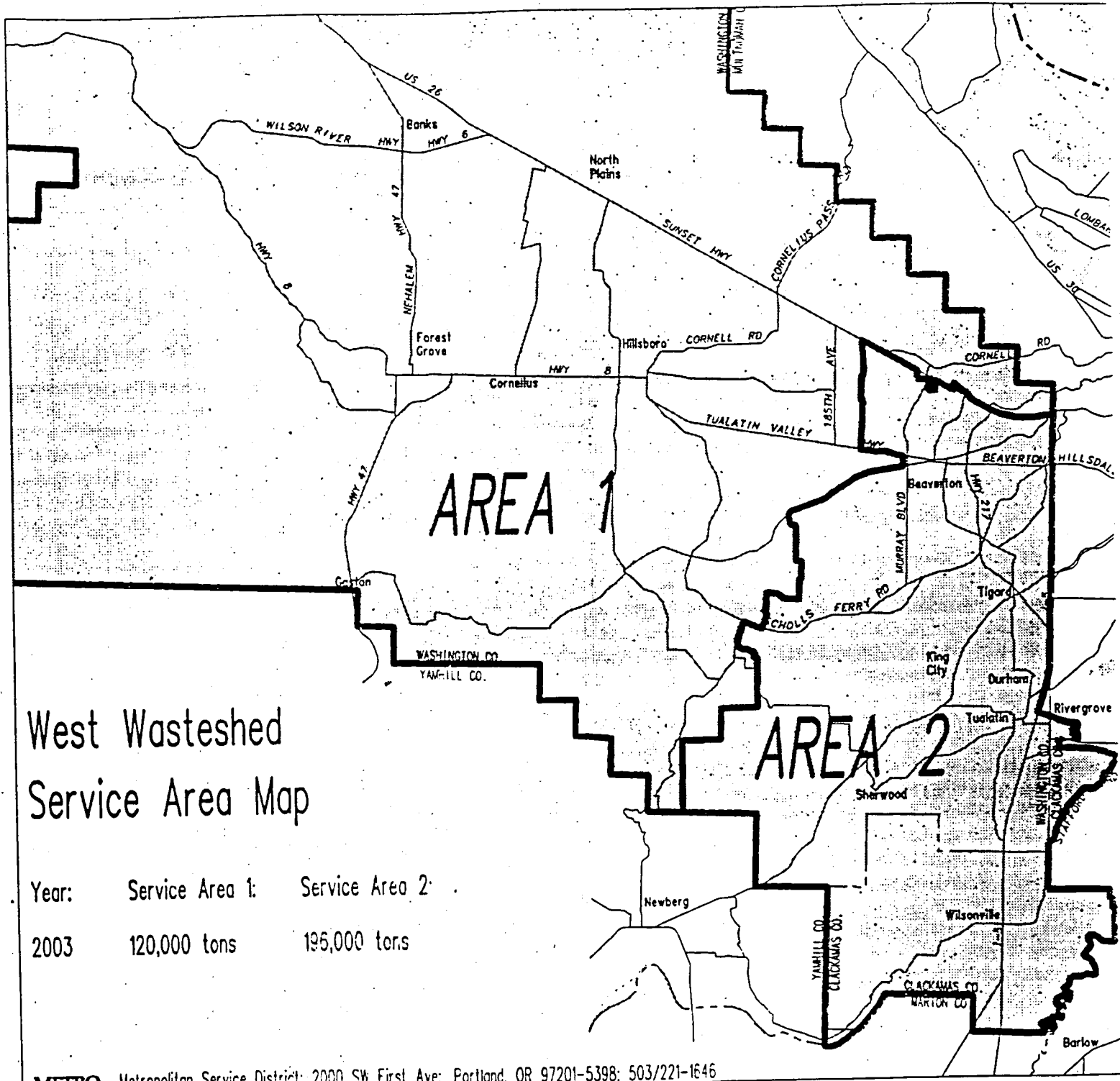
Given this practice, the concept of "facility service areas" was developed for the wasteshed. The Policy and Technical Analysis assumed service areas based on collections of hauler franchise areas; thus service area boundaries follow franchise boundaries. Hauler franchise operators will be required to deliver the waste they collect that is destined for disposal at a general purpose landfill to the transfer facility located within the service area that the hauler is assigned to. Therefore, the transfer facility operator is guaranteed a service territory and all of the general purpose waste destined for disposal at a general purpose landfill within that territory. However, if a method is identified for managing a portion of the general purpose waste stream at a higher level on the state's hierarchy (reduce, reuse, recycle, recover and landfill), then Metro is free to either allow or direct that portion of the general purpose waste stream to flow to a new facility or expanded existing facility. Additionally, source reduction programs can also be implemented without conflicting with tonnage guarantees for transfer facilities.

This Plan chapter does not specify exact service areas for the two transfer facilities for the wasteshed. However, it was necessary to test the feasibility of the service area concept. Therefore, theoretical service areas were developed for the wasteshed in the following manner.

The geographic size of the two service areas was based on the facility capacity for each of the two transfer material recovery facilities. Each service area was made just large enough to contain the amount of waste projected to be delivered to each of the two transfer stations in 2003. The actual service area boundaries were based on an analysis of transportation data. The premise used in defining specific boundaries was to minimize the haul time and distance from the collection route to the facilities; and, from the facility to either the Riverbend or Columbia Ridge Landfills. The results of the service area analysis are illustrated by the Service Area Map on page 12. The example provided is only one of several methods of designating service areas for the wasteshed. The actual service area assignments will be made after consulting with the local waste haulers; and, consistent with the provisions of Metro Code Chapter 5.05 (Flow Control) as well as the facility configuration and tonnage projections contained in this chapter.

**Conclusion:**

1. Two facility service areas (one for each facility) for the west wasteshed will be established during the procurement process in order to provide certainty about the allocation of general-purpose waste to transfer stations.
2. The service areas designated will have tonnage capacities that are consistent with the facility configuration and tonnage projections contained in this chapter. The 2003 tonnage projections for the two transfer facilities are 120,000 projected tons per year for the western portion of the wasteshed and 196,000 projected tons per year for the eastern portion of the wasteshed.
3. The actual assignment of franchised haulers to service areas will be completed in accordance with Metro Code Chapter 5.05 (Flow Control). The service area boundaries will establish which haulers, whose franchise areas are determined by local government, will be directed to which facility.



# West Wasteshed Service Area Map

Year:	Service Area 1:	Service Area 2:
2003	120,000 tons	195,000 tons

**METRO** Metropolitan Service District; 2000 SW First Ave; Portland, OR 97201-5398; 503/221-1646

#### 4. TRANSFER/MATERIAL RECOVERY FACILITY LEVEL OF SERVICE

##### Background:

The design and operation of transfer facilities within the west wasteshed must comply with standards related to equipment redundancy, accommodation of "self-haul" waste, hazardous waste management, source-separated recyclables collection and other operational standards already in place at other transfer facilities within the region. This is necessary in order to provide a uniform level of service to the users of the system; and, to ensure that new facilities comply with the operational standards established by the region's long term waste transfer and landfilling contracts with Jack Gray Trucking and Oregon Waste Management Systems.

##### Analysis:

The region's transfer system requires compaction equipment in order to load waste transfer trucks destined for the Columbia Ridge Landfill in Arlington. Each transfer facility within the system must be able to process the waste it receives on any given day of operation prior to the start of operations the following day. The standard was developed in order to ensure that waste would not be stored at transfer facility sites.

Like any other equipment, compaction equipment is subject to mechanical breakdowns. Therefore, it is necessary to have adequate equipment redundancy at each transfer facility in order to ensure that a facility can process the waste it receives in a given day, even when equipment is temporarily off-line. Metro's experience with the type of compaction equipment being used within the region indicates that most compactor breakdowns can be repaired in a twelve-hour period, or one day's waste acceptance period. Therefore, the standard for equipment redundancy for the region, and new transfer facilities in the west wasteshed, is that each transfer facility must have the capability to store an entire peak day's amount of waste on its tip-floor. After the compaction equipment returns to service, the compaction equipment must have the capacity to compact and prepare the peak day's waste for transfer prior to the start of operations the following day.

In order to provide a uniform level of service throughout the region, it is necessary for the west wasteshed transfer system to provide service to self-haulers, as defined in the Metro Code, at a level consistent with the rest of the region. The facilities that provide major self haul service to the east and south wastesheds are the Metro Central and Metro South transfer stations. Both putrescible and non-putrescible wastes are accepted at these two facilities. Self-haul service in the west wasteshed is provided largely by the Hillsboro Landfill, which accepts only non-

putrescible wastes. The existing Forest Grove transfer station also provides self-haul service for both putrescible and non-putrescible wastes.

The provision of self-haul service at transfer stations for all days of operation causes many of the problems associated with congestion, traffic and littering. As a result, capital and O&M costs at these facilities is higher in order to provide some separation between self-haul and commercial collection vehicles. This is typically accomplished through the installation of additional scale houses and queuing areas.

An analysis of commercial and self-haul patronage at regional facilities has found that the vast majority of commercial traffic occurs on weekdays while the majority of self-haul traffic occurs on weekends. Therefore, a cost effective method for transfer facilities in the west watershed would be to limit self-haul service to weekends and holidays. The Hillsboro Landfill would continue its practice of accepting self-hauled waste on weekdays and weekends. This alternative would reduce traffic congestion at transfer facilities and avoid the need for additional capital and operational costs to separate commercial and self haul vehicles.

Other regional transfer facilities provide space and receptacles for receiving source separated principal recyclables, including yard debris. They also contain storage areas for incidental hazardous materials that are recovered from mixed solid waste delivered to the facilities. Transfer facilities in the west watershed must also provide these services in order to provide a uniform level of service at all facilities within the regional transfer system. Specific design standards for these features will be dependent upon the expected waste volume at each facility and the specific characteristics of each proposed site.

#### Conclusions:

1. Transfer facilities in the west watershed shall have adequate equipment redundancy to manage the 2003 projected peak day of waste for each facility.
2. Transfer facilities in the west watershed shall at a minimum, provide self-haul service on weekends and holidays.
3. Transfer facilities shall include adequate space for the storage of incidental hazardous materials recovered at the site; and, source-separated principal recyclables delivered to the site.
4. Specific design requirements to meet these functional standards shall be determined during the procurement process.



## 5. POST-COLLECTION MATERIAL RECOVERY

### Background:

The region has an established waste reduction goal of 50 percent by 2000. The practice, in support of the waste reduction goal related to facility development, is to procure facilities that offer the maximum feasible material recovery rates based on the use of Best Available Technology (BAT)<sup>1</sup>. Past analyses conducted for the Metro Central transfer station have shown that this strategy augments existing recovery programs, such as curbside collection, by providing additional opportunities for materials recovery within the region.

In order to continue progress toward the region's waste reduction goal, it is necessary for transfer/material recovery facilities in the west wasteshed to have post-collection material recovery processing capacity.

### Analysis:

The determination of what material recovery rate would be feasible at transfer facilities in the wasteshed is dependent on several factors:

1. What current or proposed material recovery activities would be a part of the material recovery system in the wasteshed?
2. Given the presence of other means of material recovery in the wasteshed, what would be the projected composition of the general purpose waste stream entering transfer facilities?
3. Given the projected composition of the waste stream entering transfer facilities in the wasteshed, what would be the economically feasible level of material recovery at the facilities?

An analysis was conducted to address these factors. Briefly, the results of the analysis are as follows.

A waste composition analysis of the waste stream projected to enter transfer facilities within the wasteshed was conducted. This analysis excluded high grade wastes, recyclables collected via

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<sup>1</sup> Best Available Technology (BAT) as applied to mixed waste material recovery facilities is defined as the most economically feasible combination of proven equipment or process technologies which will result in the highest overall recyclable material recovery rate. This includes material recovery processing technologies or equipment such as manually sorted linear or circular material processing and recovery lines, air classifiers, ballistic classifiers, density or buoyancy classifiers, size classifiers and optical classifiers. Other types of equipment or processing technology may also comply. Because mixed waste material recovery reduces both the volume and weight of material which must be delivered for landfilling, the concept of avoided cost should be applied in the economic analysis.

curbside collection, recoverable yard debris, special waste and household hazardous waste. The waste composition analysis indicates that recoverable levels of recyclables such as paper products, glass, and plastics are available for recovery at transfer facilities. The estimated recovery rate is between 3 percent and 23 percent of the waste they receive over the twenty year planning horizon.

The determination of the expected average level of material recovery at transfer facilities was based on the results of the waste composition analysis plus an analysis of the capital and operational & maintenance cost of material recovery equipment and a review of the impact of market prices of recovered materials and the avoided cost of transport and landfilling (approximately \$35/ton) on recovery rates. Based on the results of these analyses, the expected average rate of material recovery for transfer facilities serving the westwashed is projected to be 16 percent.

A similar analysis was conducted prior to procurement of the Metro Central transfer station, which now services the east wasteshed. The results of that material recovery analysis were not used to mandate a specified level of material recovery. Rather, the material recovery requirements were established through a combination of economic incentives, market factors and facility design requirements. There are no circumstances unique to the west wasteshed or additional information obtained through experiences elsewhere in the region that would warrant a change in how material recovery levels should be established for transfer facilities in the west wasteshed.

### Conclusions:

1. Transfer facilities in the west wasteshed will include post-collection material recovery capacity.
2. Transfer facilities in the west wasteshed will include post-collection material recovery capacity based on a combination of economic incentives, market factors, facility design requirements and analysis of impacts on existing programs and facilities. The requirements for the material recovery rate will be established by Metro and vendors through the procurement process. The expected material recovery rate at transfer facilities is an estimated average of 16-percent. A specific term and condition of the franchise shall be that the facility operator(s) shall adjust to changing circumstances which may require capital improvements, new methods of operation or similar factors in order to ensure continued compliance with the RSWMP as it may be amended.

## 6. HIGH GRADE PROCESSING

### Background:

High-grade waste is defined as substantially uncontaminated loads of dry mixed waste which contain recyclable materials that could be recovered economically. Based on this definition, it is estimated that high grade facilities will accept loads which contain, on average, at least 70 percent recyclable materials.

The recoverable material expected to be processed at a high-grade facility consists largely of paper products, including corrugated cardboard, mixed office paper, newspaper and magazine stock. Some plastics, glass and metals are also recovered in small amounts. High-grade waste is derived almost exclusively from non-residential generators that have large percentages of the materials described above in proportion to the rest of the wastes they generate.

High grade processing capacity is provided by privately owned and operated facilities in the region. These types of facilities gain a niche in the marketplace when they are able to charge lower tip-fees than transfer stations or other disposal facilities for substantially uncontaminated loads of recyclable materials, recover the materials, then sell them for reuse. High grade facilities are also not eligible for the avoided cost of disposal rebate paid to transfer facilities that process mixed waste.

### Analysis

Operationally, it is desirable to manage high grade waste separate from the rest of the general purpose waste stream. Separate high grade facilities recover more materials efficiently because recoverable materials are less contaminated, thus more marketable. They also provide an economic incentive to waste generators, in the form of lower disposal costs, to recycle more of the wastes generated. As a result, the volume of waste that goes to transfer facilities and landfills is reduced.

An analysis was conducted to determine if there is a sufficient volume of high grade waste within the west watershed to support a high grade processing facility.

Briefly, the determination of the economic feasibility of a high grade facility in the west watershed was based on the estimated high grade waste volumes that would be directed to a high grade facility, market prices for recyclables and the projected tip-fee revenues at a high grade facility.

The estimated volume of high grade waste that would be managed at a high grade facility is as follows:

**Projected High-Grade Waste Volumes**  
(From the West Wasteshed)

<b>Year</b>	<b>Total Recoverable High Grade Waste</b>	<b>Total Residual High Grade Waste</b>	<b>Total Projected High Grade Waste</b>
1993	25,663	10,986	36,619
2003	35,271	15,116	50,386
2013	46,472	19,917	66,389

The projection is based on the volume of recyclables within the waste stream and an estimate of the percentage of those materials that could be captured in high grade loads (capture rate). The capture rate is dependent upon assumptions about the market prices for recovered materials and the expected average tip-fee at the high grade facility. The market price estimates used in the analysis are conservative.

The tip-fee is an important factor in determining the economic feasibility of a high grade facility because it represents the major revenue stream for the facility, and, because it must contain an adequate cost differential between the high grade facility and a transfer/material recovery facility in order to induce haulers to work with their customer base to create high grade loads. Tip-fees at high grade facilities typically are on a sliding scale, the higher the recyclable content - the lower the tip fee. For the analysis, an average tip-fee for the high grade facility that reflected the effect of a sliding scale tip-fee was calculated. Supported by information obtained from local haulers and high-grade facility operators, the average high grade tip-fee for a given year is 75 percent of the projected transfer/material recovery facility tip-fee for the same year.

Based on the projected high grade waste volumes for the west wasteshed, and assumptions about the facility revenue stream from tip-fees and the sale of recovered materials, the analysis found that a high grade processing facility would be economically feasible in the west wasteshed. Revenues were clearly greater than the capital and operational costs of a high grade facility large enough to manage the wasteshed's expected high grade waste volume.

The analysis related to facility costs modelled both the cost of constructing and operating a high grade facility on its own independent site and as a separate component of a transfer/material recovery facility. The results of the analysis showed that there

were potential cost savings from co-locating at a transfer facility. However, these savings could be eliminated if co-location made the combined facility size too difficult to site. The feasibility of co-location will most appropriately be decided during the procurement process due to the site-specific nature of the potential positive and negative impacts of this type of facility configuration.

The high-grade facilities that serve other portions of the region are privately owned, financed and operated facilities. A Metro franchise is required before operation of a facility is authorized. The procurement process for a high-grade facility to serve the west watershed must result in a similar ownership, financing and operational arrangement. The use of public funds or public financing options for a high grade facility in the watershed would give that facility an unfair competitive advantage over other high grade facilities in the region.

The procurement process for the high-grade facility will be initiated either as a result of private sector initiative in submitting a franchise application or after procurement of transfer facilities begins, whichever occurs first. In order to ensure that there is efficient management of the waste stream, procurement of the high-grade facility will be completed within two years of the completion of the procurement process for transfer facilities in the watershed.

#### Conclusions:

1. A high grade facility will be procured as a component of the solid waste system for the west watershed.
2. The decision as to whether or not the high-grade function should take place at a separate facility or at a transfer station will be made during the procurement process. The procurement process will be initiated either as a result of private sector initiative in submitting a franchise application or after procurement of transfer facilities begins, whichever occurs first. This should be completed within two years of the completion of the procurement process for transfer facilities in the watershed.
3. Facility ownership, financing and operation will be private. A Metro franchise shall be required prior to commencement of facility construction and operation. The length of the franchise shall be negotiated through the procurement process.

## 7. TRANSFER/MATERIAL RECOVERY FACILITY FINANCING

### Background:

Transfer/material recovery facilities in the west waste shed will be major components of the regional solid waste system. Other existing major solid waste facilities in the region have been financed publicly (Metro Central and Metro South) or jointly between the public through flow guarantees and private sector backing (Riedel Composter) in accordance with Metro's Master Bond Ordinance.

These arrangements are indicative of the need to raise significant amounts of capital to pay for the types of technologies that are conducive to efficient solid waste management. New facilities need to focus on material recovery, be environmentally safe, operationally efficient and fit into the regional solid waste system (i.e., need for compactors and staging areas for long-haul transport).

The major questions related to facility financing for the west wasteshed are:

1. What is the cost differential between public, private or joint public/private methods of financing?
2. Which method of financing best serves the needs of the wasteshed and the rest of the region?

### Analysis:

Metro's Master Bond Ordinance provides Metro with the ability to use the system's net revenues for issuing senior lien debt for system bonds or to incur subordinated lien debt through the issuance of private activity bonds in order to provide a funding mechanism for specific projects. Ownership of facilities financed through either method could be public or private. However, it is Metro's practice to issue senior lien debt for publicly owned facilities and subordinated lien debt for privately owned facilities. Facilities could also potentially be financed through private means, or with the assistance of public entities other than Metro.

A detailed analysis of the costs and benefits of different methods of facility financing was conducted to determine what the best method of financing transfer facilities would be for the wasteshed. The methods described above were all included in the analysis.

One of the first conclusions was that private financing was probably not feasible. It was found that it would be extremely

difficult for small privately held firms to obtain financing for a completely private facility without a pledge from Metro to pay for debt service. A private financing structure would very likely require a firm with a substantial balance sheet that would be willing and able to guarantee the debt and make a substantial equity commitment. Reliance on such a financing method by Metro would limit the type and number of potential vendors during the procurement process.

The remaining viable financing options for transfer facilities in the wasteshed were either a public or a public/private arrangement.

A public financing arrangement would follow past practice where Metro issues system bonds to finance procurement and is the owner of the facilities. This option requires Metro to make a pledge of all system net revenues to bondholders, both current and future, or what has been referred to in this analysis as senior lien debt.

In determining the "type" of public/private financing method that would be most viable for the wasteshed, issues related to providing bondholders' security for private activity bonds and their potential affect on both the financial and operational portion of the system were examined. There are two likely means of public/private financing; private activity bonds issued by an entity other than Metro, and, private activity bonds where Metro is the issuer. The results of the analysis are as follows:

#### Private Activity Bonds (Metro is not the Issuer)

If Metro is not the issuer of the private activity bonds, the rating agencies will rely on the credit of the transfer station owner/operator to establish its rating. In order to secure an investment grade rating (BBB or better) on the bonds and an ensuing favorable interest rate, it will be necessary for the owner/operator to secure a very favorable service agreement with Metro whereby Metro would likely have to guarantee operation and maintenance costs, debt service, and debt service coverage as part of its payment for processing the solid waste delivered to the station. This type of long-term obligation would not be in Metro's best interest. Such an arrangement may require Metro to guarantee sufficient tonnages to cover costs, which is inconsistent with Metro practice because it would limit Metro's flexibility to respond to future changes in technology that may afford an opportunity for significant waste reduction. Alternatively, the owner/operator may need to negotiate a franchise territory sufficiently large enough to guarantee that operating and debt service costs would be met. It is likely that rating agencies would require assurances that the franchise territory could provide waste in sufficient amounts to produce net revenue at least equal to 130 percent of the actual costs of the transfer station. These types of financing conditions make it impossible to develop a two-transfer station system in the wasteshed because the service areas

for a two-facility system would overlap, which would make the system non-functional.

#### Private Activity Bonds (Metro as Issuer)

If Metro is the issuer of the private activity bonds, the rating agencies would rely on Metro's credit worthiness as the primary security for the bonds. Metro's system revenue bonds have an "A" rating from Moody's, and an A- rating from Standard and Poor's. Although, as a subordinate issue, Metro's private activity bonds are unlikely to attain such high ratings, though it can be assumed that an investment grade rating would be possible.

Metro's issuance of the bonds would allow debt service coverage to be calculated on a system-wide basis, relieving Metro of the necessity of paying coverage to the station owner and, thus, reducing system costs. It would also allow the granting of franchise territories to be on a more rational and flexible basis.

The discussion above illustrates that the two most viable choices for Metro to secure financing for solid waste facilities are; public financing with a pledge of senior lien debt or public/private financing with a limited pledge of subordinated lien debt. The next step in determining an appropriate finance structure for the facilities was to assess cost differences between the likely public finance option and the likely public/private finance option.

The cost differences between the public and public/private finance options, using an interest rate of 7.9 percent for senior lien debt (market rate plus a 1 percent contingency at the time of analysis), equates to \$ .46 per ton in 1993 when averaged over the total tonnage projected to enter the west watershed. If averaged over the total waste tonnage managed by the regional transfer system, the cost difference equates to \$ .11 per ton in 1993.

The analysis did find that while Metro's senior lien debt, because of the broad pledge offered to bondholders, will generally receive higher credit ratings and thus lower interest costs than subordinated lien debt issued by Metro, the cost difference is small. This is particularly true when interest cost differences between bond rating grades are small, as they are in today's credit markets. Furthermore, use of the senior debt option consumes a portion of the available senior lien debt capacity for future projects, capacity that is largely determined by the Metro Council's willingness to raise the tip-fee rate.

In comparison, use of Metro's subordinated lien debt capability makes good sense for project oriented financing. In fact, issuance of subordinate lien debt actually enhances the credit strength of Metro's senior lien debt because net revenues first available to the senior lien bondholders are increased. By effectively



utilizing subordinate lien debt to finance elements of the solid waste disposal system, Metro can improve senior lien debt financial performance, minimize impacts on rates and charges by more closely equating revenue requirements to cash requirements, and, maintain senior lien debt capacity for projects providing system-wide services and benefits. All of these factors should combine to reduce overall long-term borrowing costs, thus reducing Metro's solid waste program costs.

The analysis above is not intended to exclude any forms of private or public/private facility financing from consideration during procurement. It is intended only to identify the means of facility financing that appeared most feasible, given the market conditions at the time of the analysis.

### Conclusions:

1. Metro should not rely on private financing for transfer facilities because it would limit potential vendors to only a few large companies. The costs associated with private financing are also likely to be much higher than public or public/private alternatives.
2. Transfer facilities in the west watershed will most likely be financed through a public/private arrangement because the cost differential between this method and the least-cost public method is small and other benefits are realized.
3. The most favorable means of financing will likely have Metro as the issuer of project private activity bonds with a limited pledge for subordinated lien debt.

## 8. RATES

### Background:

Metro's rate setting practice is to allocate the costs of management and operation of the system to the users of various parts of that system. This results in a rate structure comprised of four separate fee components:

The regional user fee (covers cost of planning, waste reduction and administration);

The Metro user fee (covers cost of debt service and fixed contractual costs);

The regional transfer charge (covers cost of transfer station operating contracts); and,

The disposal fee (covers variable costs of transport and disposal contracts and landfill closure).

All four of these fee components will be charged on waste that enters transfer/material recovery facilities in the wasteshed.

Policy 11.1 of the RSWMP states that:

"While the base rate will remain uniform throughout the region, local solid waste management options may affect local rates."

The locally preferred method of facility ownership within the wasteshed is private ownership which in some cases depending on financing arrangements, can be more expensive than public ownership. Given this finding and the direction given by the RSWMP, a major policy issue is; should the rate payers that use the transfer facilities in the wasteshed pay different rates for solid waste management than rate payers in other parts of the region in order to accommodate the local government solution preferences?

### Analysis:

The cost components significant for comparative purposes are the cost of operations and maintenance (O&M) and the cost of financing.

The analysis evaluated the local government solution as a two-transfer station system, privately owned with public assistance for bond allocation. The financing mechanism, described in the discussion of facility financing, is tax-exempt, private activity bonds with a limited Metro pledge (limit on payment obligations by

Metro, subordinated debt or service fee payment) with a bond rating of Baa/BBB and an interest rate of 8.5 percent.

To assess the rate differential, the local government solution described above was compared to a two-transfer station system with public ownership and public financing. The public financing mechanism is tax-exempt bonds with a Metro system pledge, bond rating of A/A- and an interest rate of 7.9 percent.

It was concluded that O&M costs would be the same (with the exception of the payment of property taxes) as that which would be expected if transfer facilities would be publicly owned. Actual O&M costs cannot be determined accurately until procurement, as they are unique to the operational practices of individual companies. The cost per-ton of paying property taxes was estimated to be \$.51 in fiscal year 1993/94, the projected first full year of operation.

The differences in the cost of financing between public financing and private financing with a limited Metro pledge would be \$.11 per-ton, given the assumptions about interest rates discussed above.

The table below summarizes the projected impact to the regional tip-fee of the private ownership option (the preferred local government option) and the public ownership option for fiscal year 1993/94, the projected first full year of operation.

FY 93/94 Metro System Rate

	Regional User Fee	Metro System User Fee	Regional Transfer Charge	Disposal Fee	TOTAL RATE
Public Ownership	\$13.11	\$9.76	\$12.16	\$36.40	\$71.44
Private Ownership	\$13.11	\$9.87	\$12.67	\$36.40	\$72.06

The spread between financing and O&M costs for publicly owned facilities and privately owned facilities (the preferred local government solution option) would be \$0.62/ton in FY 93/94, or less than 1 percent of the total tip-fee. The total cost differential between financing and O&M costs for the year was calculated to be \$613,103. While this total cost differential would remain constant over time, the annual per-ton cost will actually decline due to projected annual increases in the amount of tons the transfer system will manage.

Conclusions:

1. Rate payers within the west watershed are subsidizing rate payers in both the east and south watersheds through taxes paid for the Riedel Composter and Metro South. Along with the rest of the region, they are also subsidizing the payment of taxes for the Columbia Ridge Landfill.
2. The inclusion of property tax payments for transfer facilities that serve the west watershed within the regional rate is consistent with tax payment practices for other facilities in the regional system. The projected costs will have a minimal impact on the regional tip-fee.
3. The cost differential between the local government solution and a public ownership option is not great enough to warrant additional fees needing to be collected from citizens in the west watershed to pay for the locally desired system.

## 9. TRANSFER/MATERIAL RECOVERY FACILITY OWNERSHIP

### Background:

The regional solid waste system contains a mix of ownership arrangements for major facilities.

- Metro South was publicly sited and is publicly owned.
- Metro Central was privately sited, but is publicly financed and owned.
- The Riedel mixed-waste composter was privately sited, privately financed with Metro flow guarantees, and will continue in private ownership with a 20-year contract with Metro.
- The Columbia Ridge Landfill was privately sited, is privately financed in part by a Metro allocation of waste destined for a general purpose landfill and is privately owned with a 20-year contract with Metro.
- The Forest Grove transfer station was privately sited, is financed and owned by a private company and operates under a Metro franchise.

Policy 13.0 of the RSWMP states:

"Solid waste facilities may be publicly or privately owned depending on which best serves the public interest. A decision shall be made by Metro, case-by-case, and based upon established criteria."

### Analysis:

The criteria used for determining what form of facility ownership best serves the public interest are contained in Chapter 13 of the RSWMP.

Public ownership of a solid waste facility typically implies that responsibility for and control over siting, permitting, design, financing, and construction management would rest directly with Metro. Private ownership, on the other hand, implies that the development tasks which include siting, permitting, design, construction and financing would rest with the private sector. In-between these two ownership options, there exists options which are a mix of responsibilities and development tasks.

The Facility Financing portion of this chapter concludes that establishing facilities in the west watershed should be a joint

public/private venture. The facilities can be privately owned, with a long-term franchise agreement, but financing will require some form of public assistance.

In applying all of the ownership criteria contained in Chapter 13 of the RSWMP, the primary issues of importance were cost, the ability to adjust to changing circumstances which may require improvements to transfer facilities over time and the adherence to the "local government solution" policy in the RSWMP. It was determined that all the other criteria could effectively be managed or mitigated under either a public or private ownership situation through appropriate regulatory controls.

In conducting an evaluation of ownership costs, the cost of financing facility capital and the payment of local property taxes were the significant determinants in assessing potential cost differentials between ownership options. It was concluded that the cost differential between public and private ownership would not have a significant impact on the total overall budget and rate structure of Metro. Depending on the accuracy of the analysis, the impact could be less than a 1 percent increase on the regional rate. It was further concluded that Metro should consider the non-financing differences between the ownership structure in order to assess the overall advantages and disadvantages of public versus private ownership.

For example, the local government solution developed for the west watershed strongly favors a private ownership structure. Substantial savings of time and money may be realized if the ownership decision can be used to streamline and facilitate siting, and that this could offset any financing structure savings. A significant portion of the cost differential between public and private ownership can also be eliminated if Metro obtains project private activity bond allocation for the total amount of the two facility bond issues.

Transfer facilities within the regional system, including the west watershed, must be able to adjust to changes in technology or management practices in order to continue to provide efficient service to the region. This is especially true with regard to enhancing the waste recovery capabilities of transfer facilities. An analysis was conducted to determine if facility ownership would impact the ability of transfer facilities to adjust to changing circumstances. It was found that ownership has no impact. The transfer facilities in the watershed will be classified as major system components and franchised as such in accordance with section 5.01.085 of the Metro Code. The Code section allows the Metro Council to require appropriate substantive terms and agreements to be included in the franchise agreement between Metro and the facility operator. A specific term and condition of the franchise agreement should include language that addresses the RSWMP

ownership criteria related to the ability to adjust to changing circumstances.

The analysis above illustrates that the preferred form of facility ownership of transfer facilities in the west watershed is private. However, if the private sector is unable to meet criteria established during the procurement process, public ownership of the facilities is an option.

**Conclusions:**

1. Private ownership and operation of transfer facilities in the west watershed best serves the public interest because it is consistent with the local government solution developed for the watershed, the cost differential is small and facility siting will be more efficient.
2. Metro will assist with the bond allocation.
3. A specific term and condition of the franchise shall be that the facility operator(s) shall adjust to changing circumstances which may require capital improvements, new methods of operation, or similar factors in order to ensure continued compliance with the RSWMP as it may be amended.
4. The local government solution recognizes that public ownership is an alternative if private ownership proposals do not meet the criteria established in the procurement process. If no private ownership proposal is received that meets the procurement criteria, public ownership is an alternative.

## 10. VERTICAL INTEGRATION

### Background:

Vertical integration or monopoly within the solid waste system is an issue of concern because of the potential negative impacts caused by a monopoly, including the ability to control access to facilities, control rates and limit competition and innovation within the solid waste industry.

Methods and procedures have been developed for mitigating the potential negative impacts of vertical integration within the regional solid waste system, including Metro operation of facility gatehouses. These methods and procedures have been employed in recent planning and procurement processes for new facilities.

The two main questions related to vertical integration in the west watershed are:

- To what extent is vertical integration problematic?; and,
- How can potential vertical integration impacts in the west watershed be mitigated?.

### Analysis:

A detailed analysis of how vertical integration is managed within the regional system, and, how it can be managed within the west watershed's portion of the regional system found that there are four categories of vertical integration in the Metro waste disposal system: collection, transfer/processing, hauling and landfill. Rates are regulated at each stage.

The Metro Solid Waste System offers at least two examples of vertical integration if the owner/operator of the transfer site is operating at some level within the existing structure. There is downstream vertical integration if a collector or a group of collectors is chosen to own or operate a transfer facility. There is upstream vertical integration if a landfill operator is selected. The key question is, could either type of vertical integration have an adverse anti-competitive effect on the performance of the waste disposal system?

The analysis supports the conclusion that neither downstream nor upstream vertical integration would present adverse effects. In order for a firm to profit from vertical integration (monopoly) it must be able to control either the price it charges or the amount of service it provides; and, control the entry of possible rivals. Within the solid waste system, existing franchise authority for facilities by Metro and for haulers by the local governments in



Washington County greatly restricts the ability of firms to either control the prices they charge or limit the service they provide. Further, Metro's ability to control the gate-house and therefore regulate access and fee collection at the facility eliminates the potential for unfair practice or pricing differences between haulers using the facility.

It should be noted that upstream vertical integration (landfill operator selected) might increase Metro's dependency on the landfill operator to such an extent that Metro's bargaining position with respect to that operator would be reduced. In this instance it is the potentially adverse effects on the bargaining relationship rather than adverse effects of a monopoly that are of concern.

**Conclusions:**

1. Vertical integration within the regional solid waste system is not a significant concern as long as Metro and local government continue to regulate rates and service quality at facilities; and, within the hauling industry.
2. Vertical integration will be allowed within the west watershed's portion of the regional system, with the requirement that Metro operate transfer station gate-houses.

## 11. TRANSFER/MATERIAL RECOVERY FACILITY PROCUREMENT

### Background:

The preceding portions of this chapter support the procurement of two transfer/material recovery facilities to serve two service areas within the west wasteshed. The recommended capacities of the two facilities are 120,000 tons per year and 196,000 tons per year respectively; with capacity to be reached in 2003. The recommended form of facility ownership and financing is private ownership with Metro as the issuer of private activity bonds along with a limited pledge from Metro to pay debt service.

### Analysis:

"Procurement," as used in this chapter includes any process that results in Metro entering into a commitment to build and operate transfer facilities in the west wasteshed.

Three basic procurement options were considered as potential method of facility procurement for the west wasteshed; the competitive RFP process, the short-term (five-year) franchise and the long-term (up to 20-years) franchise.

**Competitive RFP process.** The competitive RFP process is an alternative to the franchise procedures contained in the Metro Code. The process was used to procure the Metro Central transfer facility. It was a useful method for obtaining a facility for the east waste shed because it aided in the identification of suitable sites where a solid waste facility would be a permitted land use.

**Short-term franchise.** This franchise is for five years or for the facility's longevity, whichever is less. This type of procurement process is not practical for major solid waste facilities, such as the transfer facilities for the west wasteshed, because of the short duration of the franchise agreement. Under these conditions, it is not possible for private sector vendors to obtain facility financing.

**Long-term franchise.** This franchise process is contained in Section 5.01.085 of the Metro Code. It was developed so the Metro Council could enter into long-term (up to 20-years) franchise agreements for major solid waste system components, such as transfer facilities. The long-term franchise process allows the Metro Council to identify needed major system components and develop the specific procedures for receiving franchise applications. It is the most efficient means of facility procurement for the west wasteshed because it allows Metro to identify the needed facilities and specific functional standards, then allows vendors with permitted sites to apply for a franchise

to procure a facility that meets the standards established by Metro.

Conclusions:

The procurement process for transfer/material recovery facilities to serve the west watershed is based on the Metro Code and the Policy and Technical Analysis, which supports the chapter conclusions.

1. The primary method of facility procurement for transfer facilities in the west watershed will be through the issuance of a request for long-term franchises. A separate request for franchise will be circulated for the appropriately sized facility for each service area.
2. The recommended form of facility ownership is private. Therefore, applications for long-term franchises will be for privately owned facilities only.
3. The most likely form of facility financing is a public/private partnership where Metro is the issuer of project private activity bonds and pledges payment of debt service only.
4. Metro will seek proposals for privately owned facilities that meet the procurement standards and criteria established for each service area. The procurement criteria shall include a cost which is no greater than the cost of a publicly financed facility using the assumptions and methodology in the technical analysis. If the private sector is unable to obtain facility financing and/or no franchise applications are received that meet the procurement standards and criteria established for each service area, then a competitive RFP with the option for public ownership through a turn-key arrangement will be circulated for each proposed facility service area.
5. Other specific procurement criteria and standards related to the procurement schedule, facility design, operational standards, material recovery rates, compatibility with the regional transfer system and other issues will be developed separately and contained in the procurement documents circulated for each transfer facility.

## 12. LAND USE SITING

### Background:

For past facility siting exercises, Metro has developed and utilized land use siting criteria to guide the selection of sites for solid waste facilities. In order to guide the site selection process for transfer facilities in the west watershed, it is necessary to develop land use siting criteria so that transfer facilities can be procured in a timely manner; and, with a minimum impact to communities within the watershed.

An additional issue related to facility siting is; who should take the lead in identifying potential sites - the public or private sector.

The following analysis establishes land use siting criteria for evaluating potential sites in the west watershed; and, identifies the appropriate roles of the public and private sectors in the siting process.

### Analysis:

Throughout the planning process for the west watershed an analysis was conducted to determine the appropriate land use siting criteria for transfer facilities in the watershed. At the completion of the analysis it was concluded that the criteria developed for the east watershed, and used for the Metro Central siting process are appropriate for the west watershed. The land use siting criteria are as follows:

Fatal Flaw - In order to be considered, potential transfer station projects must have local land use approval.

Rationale: Sites requiring lengthy land use approvals (e.g., zone changes) may not meet time requirements for design and construction and therefore should not be considered.

On-site Characteristics - Characteristics of the site make it well suited for the use. The site plan does not create on-site conflicts with wetlands, 100-year flood plain, geotechnical conditions, or other physical characteristics of the site. Mitigation measures which are shown to effectively reduce or eliminate any potential on-site conflicts will be credited.

Rationale: The criterion encourages sites and site plans which do not affect hazardous environmental conditions or sensitive resources.

Utilities - Utilities needed by the transfer stations (sewer, water, power) are available and of adequate capacity.

Rationale: Utilities requiring major improvements to serve the site are not encouraged.

Traffic Capacity of Primary Access Routes - Primary access routes to the site have adequate built or planned capacity for the traffic type and load. Planned capacity will be credited when programmed and fully funded. The determination of adequate capacity will be made by local governments.

Rationale: Traffic is a major impact of transfer and recycling centers. Such facilities should be encouraged where road capacity is adequate or financial commitments are in place to make necessary improvements.

Transportation Access for Collection Vehicles and Self-Haulers - Access to the site allows commercial haulers and the public to travel primarily on interstate highways and arterials.

Rationale: Proximity and accessibility provides convenience, reduces travel time and cost, and minimizes impacts to land uses adjacent to the route.

Land Use Impacts along Access Routes - Adverse land use impacts are minimal along the primary access route(s) between the closest interstate highway and the site. Other primary access routes which do not directly connect to an interstate highway will be considered.

Rationale: Truck traffic is the most commonly cited and most visible impact of transfer and recycling centers.

The land use siting criteria listed above are not intended to be rigid standards for judging potential sites. Rather, they are to be used as guidelines to assist in the evaluation of potential sites during the procurement process. Past experience with other facility siting processes has illustrated that it is important to focus on identifying the most feasible or workable site, both from a technical and political perspective.

During the development of the west watershed plan, an analysis was also conducted to determine who is best suited to identify potential sites for facilities; the public or private sector. The analysis consisted largely of a review of past siting experiences within the region. The results are as follows.

The public sector experience in siting solid waste facilities has been difficult within the region. The private sector has had much better results in obtaining land use approvals. Some siting examples include:

- Landfill: Private sector siting after Metro and DEQ could not.
- Metro South: Metro sited;
- Metro Central: Metro negotiated mitigation agreements for outright use status consistent with the RSWMP policy; private sector met mitigation requirements to obtain land use permit. Metro required land use permits for vendors to enter procurement process;
- Composter: Private sector siting.

Given these past experiences, reliance on the private sector to identify sites for transfer facilities is the most efficient method for siting transfer facilities in the west watershed.

**Conclusions:**

1. The land use siting criteria established for the east watershed are appropriate for guiding the site selection process within the west watershed.
2. Potential sites for solid waste facilities in the west watershed will be identified by potential vendors.
3. Facility vendors must have the local land use permit in hand prior to the procurement process. This does not include site design review or the mitigation agreement which will be subject to the procurement process.

### 13. FLOW CONTROL

#### Background/Analysis:

Transfer/material recovery facilities are a part of the "disposal" component of the regional solid waste system. They are classified as such because even with post-collection material recovery processing, the majority of waste that enters the facility is ultimately landfilled and the waste entering the facility is mixed solid waste.

Policy 10.1 of the RSWMP states that:

"Metro may assist in the financing of solid waste facilities in part by allocating waste volumes to various facilities."

However, in practice, guarantees of actual volumes of waste have been reserved only for facilities where their primary purpose is waste reduction/recovery, such as the Riedel mixed waste composter.

Short of guaranteeing tonnages, Metro does assist in financing disposal facilities. Metro Central is guaranteed revenue if certain tonnage volumes are not met and the Columbia Ridge Landfill is guaranteed 90 percent of the region's waste requiring disposal at a general purpose landfill. Assisting in the financial viability of transfer facilities to serve the west watershed would be consistent with Metro practice.

As was described earlier in the chapter, the method of managing waste flows and therefore the flow of revenue to a system of multiple facilities in the west watershed is to designate exclusive service areas for commercial haulers for both facilities. Within each service area, all of the waste collected by haulers and destined for disposal at a general purpose landfill will be allocated to a transfer facility. Service areas will provide a predictable flow of waste to a transfer facility without guaranteeing actual waste tonnages to transfer facilities. They can also serve to increase system efficiency by allocating waste to facilities in proportion to their capacities, and reduce cross-hauls in collection and disposal.

An analysis was also conducted to determine if the service area concept will satisfy finance requirements for transfer facilities. The analysis concluded that the private sector can obtain financing without Metro being obligated to "guarantee" waste or revenue to transfer/material recovery facilities built to serve the west watershed.

**Conclusions:**

1. Transfer facility service areas will be established for the watershed as the means of managing waste flows to facilities. Each service area will be served by a single transfer facility.
2. Waste collected by haulers destined for a transfer/material recovery facility or a general purpose landfill will be allocated to the transfer/material recovery facility within a designated service area.
3. Metro may use flow control pursuant to Metro Code Chapter 5.05 consistent with the service area concept to augment system efficiencies and to protect facilities from overuse. In exercising flow control, an important factor will be to follow existing route patterns of collection vehicles and territories served by haulers consistent with the criteria in Metro Code Chapter 5.05.



Meeting Date: July 25, 1991  
Agenda Item No. 5.3

ORDINANCE NO. 91-417

STAFF REPORT

FOR THE PURPOSE OF AMENDING AND RENEWING THE FRANCHISE AGREEMENT WITH EAST COUNTY RECYCLING, INC.; AND DECLARING AN EMERGENCY

Date: July 16, 1991

Presented by: Roosevelt Carter  
Phil North

FACTUAL BACKGROUND AND ANALYSIS

East County Recycling, Inc. (ECR) does business at 2409 NE Raphael St., Portland, Oregon. The current franchise agreement expires in August 1991. The franchise holder has requested a renewal of the franchise. The main consideration for renewal is that ECR's processing limit be raised from the current "100,000 yards" to 60,000 tons. No other substantive changes were requested.

ECR processes non-putrescible mixed solid waste to recover corrugated cardboard, aluminum, and ferrous metals. Also, ECR accepts a variety of mixed yard debris, construction debris and wood waste. Most materials received at ECR are of lower quality (greater contamination) than those acceptable at other area processors.

Public and commercial vehicles are weighed in and out. ECR's processing consists of hand picking and machine processing. Materials are spread out with a front end loader. Hand pickers remove corrugated cardboard, metals and wood debris. Appliances are segregated and stripped in a separate area. Aluminum is melted into ingots in a small "sweat furnace."

Woody debris and other wood waste are processed in a large tub grinder. The tub grinder, installed in 1990, is mounted on its own semi-trailer and has the capacity to chip 30 tons per hour. The machine is capable of chipping materials up to the size of split stumps. Presently, woody waste is ground and sized for use as hog fuel. The hog fuel obtained is satisfactory for both conveyor fed and pneumatically fed boilers.

East County Recycling has been exempted from Metro rate setting due to the need for rate flexibility to respond to changing materials markets. Also, as a processor ECR is exempt from Metro User Fees except on the residue disposed. The only materials that remain on site are inert materials such as dirt and stone.

Presently, residue materials are disposed at the Northern Wasco County Landfill per a Non-System License issued under Metro's flow control ordinance. Formerly, the residue was disposed at

the Killingsworth Fast Disposal limited purpose landfill before its closure.

ECR's current franchise capacity is described as 100,000 cubic yards of mixed waste per year. Since scales are now used to weigh all loads coming into the facility, description of the operation's capacity in yards is outdated. ECR has requested a facility limitation to receive 60,000 tons of mixed waste with the limitation that it may not send more than 25,000 tons of residue for disposal per year. These dual limitations would allow the facility to achieve approximately a fifty eight percent (58%) recovery rate. The facility presently has a recycling rate in excess of fifty percent (50%).

ECR's request for renewal is consistent with the provisions of Metro Code Sections 5.01.080 and 5.01.070. It complies with the Regional Solid Waste Management Plan and there has been no change of circumstances that would impact the need for the facility relative to its site, other existing and planned facility sites, transfer stations, processing facilities or resource recovery facilities.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 91-417.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

AN ORDINANCE FOR THE PURPOSE	)	ORDINANCE NO. 91-417
OF AMENDING AND RENEWING THE	)	
FRANCHISE AGREEMENT WITH EAST	)	Introduced by Rena Cusma,
COUNTY RECYCLING, INC.; AND	)	Executive Officer
DECLARING AN EMERGENCY	)	

WHEREAS, East County Recycling, Inc. (ECR), Solid Waste Franchise No. 6, has requested a renewal of its franchise agreement with Metro; and

WHEREAS, ECR requests that its authorized processing capacity be amended to permit receipt of 60,000 tons of mixed solid waste; and

WHEREAS, As a processor ECR has been exempt from rate setting and collection of User Fees for incoming waste; and

WHEREAS, Delay in implementing the amended franchise agreement, as shown in Exhibit A attached to this Ordinance, could negatively impact the recycling and processing at the facility; and

WHEREAS, Senate Bill No. 299 and Metro Code Section 2.01.080(i) would result in an implementation date significantly later than desired by ECR and Metro in the absence of declaring an emergency; and

WHEREAS, Avoidance of any processing interruption and encouragement of recycling at ECR are appropriate grounds for declaration of an emergency; NOW, THEREFORE,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

1. That East County Recycling, Inc., franchise agreement shall be amended as shown in Exhibit A attached to and made part of this Ordinance by reference.
2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Council of the Metropolitan Service District  
this \_\_\_\_\_ day of August, 1991.

Tanya Collier, Presiding Officer

ATTEST:

Clerk of Council

FRANCHISE NO.: 6  
DATE ISSUED: August 14, 1986  
RENEWAL DATE: [~~September 22, 1988~~] August 22, 1991  
EXPIRATION DATE: [~~September 22, 1993~~] August 22, 1996

SOLID WASTE FRANCHISE  
issued by the  
METROPOLITAN SERVICE DISTRICT  
2000 S.W. First Avenue  
Portland, Oregon 97201-5398  
(503) 221-1646

ISSUED TO: East County Recycling Company  
NAME OF FACILITY: East County Recycling Company  
ADDRESS: 12409 NE San Rafael Street  
Portland, OR 97220  
LEGAL DESCRIPTION: Lot 30, Hazelwood Addition  
CITY, STATE, ZIP: Portland, OR 97220  
NAME OF OPERATOR: East County Recycling Company  
PERSON IN CHARGE: Ralph Gilbert, President  
ADDRESS: PO BOX 20096  
CITY, STATE, ZIP: Portland, OR 97220  
TELEPHONE NUMBER: (503) 252-0076

This Franchise Agreement shall not become effective until the City of Portland issues a Conditional Use Permit which is necessary for the intended use of the site, and until the Oregon Department of Environmental Quality issues a Solid Waste Disposal Permit which is necessary for the intended operation.

This Franchise will automatically terminate on the expiration date shown above, or upon modification or revocation, whichever occurs first. Until this Franchise terminates the East County Recycling Company is authorized to operate and maintain a solid waste processing facility located at 12409 NE San Rafael Street, Portland, Oregon 97220, for which purpose of accepting and processing solid waste in accordance with the Metro Code and the attached Schedules A, B, C, D, and E, and in accordance with the provisions specified in the Solid Waste Disposal Site Permit to be issued by the State of Oregon, Department of Environmental Quality. This Franchise may be revoked at any time for any violation of the conditions of this Franchise or the Metro Code. This Franchise does not relieve the Franchise Holder from responsibility for compliance with ORS 459 or other applicable federal, state or local laws, rules, regulations or standards.

EAST COUNTY RECYCLING COMPANY

METROPOLITAN SERVICE DISTRICT

Ralph Gilbert, President

Rena Cusma, Executive Officer

FRANCHISE CONDITIONS

Franchise Number: 6

Expiration Date: August 22, 1996

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SCHEDULE A

AUTHORIZED AND PROHIBITED ACTIVITIES

- SA-1 The Franchise Holder is authorized to accept loads of mixed or source-separated non-putrescible solid waste for processing in order to recover recyclable materials. The Franchisee is allowed to accept clean inert debris for land disposal as currently authorized. No other wastes shall be accepted unless specifically authorized in writing by Metro supplementary to this Franchise.
- SA-2 The following types of materials are specifically prohibited from being accepted at the processing facility:
- a. Putrescible food wastes;
  - b. bulky combustible materials except processible stumps, car bodies, dead animals, sewage sludges, septic tank pumpings and hospital wastes.
  - c. All chemicals, liquids, explosives, infectious materials which may be hazardous or difficult to manage, unless specifically authorized by Metro.
- SA-3 Disposal of mixed non-food wastes by public haulers and by commercial solid waste haulers is allowed. No public or commercial hauler will be excluded from this site except when the load contains less than 30 percent, by weight, recyclables.
- SA-4 Salvaging and hand or mechanical sorting of mixed waste on a tipping floor to recover materials is authorized. Piles of mixed waste on the tipping floor shall be maintained to a reasonable size and shall be controlled so as to not create unsightly conditions or vector harborage. No wastes shall be allowed to remain on the tipping floor for longer than a 24-hour period.
- SA-5 Non-recoverable material shall be removed from the processing tip floor and shall be transported to a franchised or authorized disposal site on a weekly basis or more often if necessary. Storage and transportation shall be carried out to avoid vector production and bird attraction.
- SA-6 Materials separated and recovered for recycling (such as newsprint, waste paper, cardboard, glass, metals, yard debris, tires, appliances, and wood) shall be neatly stored in containers or areas provided for this purpose and shall be transported off-site to materials markets as often as necessary.

- SA-7 In the operation of an approved landfill for inert debris the Franchisee is prohibited from the burial of any materials other than: clean uncontaminated earth, rock, sand, soil and stone, hardened concrete, hardened asphaltic concrete, brick and other similar materials which are inert. The Franchisee shall assure that no woody waste, yard debris, food wastes, paper products, glass, metals or other material accepted as mixed solid waste become incorporated into the material used for landfilling.
- SA-8 Yard debris to be processed and the resulting product shall be stored in a sightly manner which minimizes leaching, vector production or harborage and the potential for incorporation into inert debris being landfilled. No yard debris shall remain on site for longer than thirty (30) days before being processed. No product created from the processing of yard debris shall remain on site for longer than ninety (90) days unless an adequate storage facility is provided.
- SA-9 The Franchise Holder shall perform litter patrols to keep the facility free of blowing paper and other materials on at least a daily basis or more often if necessary.
- SA-10 The Franchise Holder shall operate the processing facility in accordance with the application and Operation Plan dated June 26, 1986, and the supplemental data in the letter from Ralph Gilbert and William Plew to Rich McConaghy dated July 21, 1986. It is understood that the waste processing which the Franchisee will perform is being done on an experimental basis and that modifications to the operation plan may be required. The franchisee shall provide notification and obtain prior approval before deviating from the operation which is outlines in the aforementioned application and letter or before constructing any additional facilities or structures on the site.
- SA-11 The Franchise Holder shall not, by act or omission discriminate against, treat unequally or prefer any user of the processing facility in the fees or the operation of the facility. The Franchisee may accept no more than ~~[10]60,000 [cubic yards] tons~~ of mixed waste per year, ~~[no more than 500 cubic yards of mixed waste per day, on a monthly average,]~~ without amendment to this franchise agreement. This limit is conditioned upon the requirement that the franchise holder generate no more than 25,000 tons of residue material requiring landfill disposal.
- SA-12 All solid waste transferring vehicles and devices using public roads shall be constructed, maintained, and operated so as to prevent leaking, sifting, spilling, or blowing of solid waste while in transit.



FRANCHISE CONDITIONS

Franchise Number: 6

Expiration Date: August 22, 1996

SCHEDULE B

MINIMUM MONITORING AND REPORTING REQUIREMENTS

SB-1 The Franchise Holder or his/her Contractor shall effectively monitor the processing facility operation and maintain records of the following required data to be submitted to Metro:

- a. Name and address of the Franchisee
- b. Month and year of each report

<u>Item of Parameter</u>	<u>Minimum Monitoring Frequency</u>
c. Tons or Cubic yards of solid waste delivered by private vehicles and by commercial collection vehicles	Daily
d. Number of public and commercial collection vehicles	Daily
e. Unusual occurrences affecting processing facility operation	Each Occurrence
f. Tons or cubic yards of reject material disposed at an authorized disposal site	Monthly
g. Disposal rate charged for mixed solid waste	Daily
h. Tons or cubic yards of waste salvaged by type of Material	Monthly
i. Signature and title of the Franchisee or his/her agents	

SB-2 Monitoring results shall be reported on approved forms. The reporting period is the calendar month. Reports must be submitted to Metro by the [2]10th day of the month following the end of each month.

SB-3 The Franchise Holder shall pay an annual franchise fee established by the Council within 30 days of the effective date of the Franchise Agreement and each year thereafter.

SB-4 The Franchise Holder shall report to the District and changes in excess of five percent (5%) of ownership of the Franchisee's corporation or similar entity or of the partners of a partnership within ten (10) day of such changes of ownership.

SB-5 The Franchisee may contract with another person to operate the disposal facility only upon ninety (90) days prior

written notice to the District and the written approval of the Executive Officer. If approved, the Franchisee shall remain responsible for compliance with this Franchise Agreement.

- SB-6 The Franchisee shall establish and follow procedures designed to give responsible notice prior to refusing service to any person. Copies of notification and procedures for such action will be retained on file for three (3) years by each Franchisee for possible review by the District.
- SB-7 The Franchisee shall maintain, during the term of the franchise, public liability insurance in the amounts set forth in SC-1 and shall give thirty (30) days written notice to the District of any lapse or proposed cancellation of insurance coverage or performance bond.
- SB-8 The Franchisee shall file an Annual Operating Report detailing the operation as outlined in the Franchise on or before August 14 (anniversary date of Franchise) of each year for the preceding year.
- SB-9 The Franchise Holder shall submit a duplicate copy to the District of any information submitted to, or required by the Department of Environmental Quality pertaining to the solid waste permit for this facility.
- SB-10 The Franchise Holder shall report to Metro the names of solid waste credit customers which are sixty (60) days or more past due in paying their disposal fees at the processing facility. Such report shall be submitted in writing each month on Metro approved forms. For the purposes of this section sixty (60) days past due means disposal charges due, but not paid on the first day of the second month following billing.
- SB-11 In the event a breakdown of equipment, fire or other occurrence causes a violation of any conditions of this Franchise Agreement or of the Metro Code, the Franchise Holder shall:
- a. Immediately take action to correct the unauthorized condition or operation.
  - b. Immediately notify Metro so that an investigation can be made to evaluate the impact and the corrective actions taken and determine additional action that must be taken.
- SB-12 In the event that the processing facility is to be closed permanently or for an indefinite period of time during the effective period of this Franchise, the Franchise Holder shall provide Metro with written notice, at least ninety (90) days prior to closure, of the proposed time schedule and closure procedures.
- SB-13 The Franchisee shall file a monthly report on forms approved by the District indicating the types (wood, paper, cardboard, metal, glass, etc.) and quantities (tonnage/cubic

yards) of solid wastes accepted and recovered at the facility.

SB-14

Authorized representatives of Metro shall be permitted to inspect recyclable quantity information during normal working hours or at other reasonable times with notice.

FRANCHISE CONDITIONS

Franchise Number: 6

Expiration Date: August 22, 1996

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SCHEDULE C

- SC-1 The Franchise Holder shall furnish Metro with proof of public liability insurance, including automotive coverage, in the amounts of not less than \$300,000 for any number of claims arising out of a single accident or occurrence, \$50,000 to any claimant for any number of claims for damage to or destruction of property, and \$100,000 to any claimant for all other claims arising out of a single accident or occurrence or such other amounts as may be required by State law for public contracts. The District shall be named as an additional insured in this insurance policy.
- SC-2 The Franchise Holder shall obtain a corporate surety bond in the amount of \$25,000 guaranteeing full and faithful performance during the term of this Franchise of the duties and obligations of the Franchisee under the Solid Waste Code, applicable federal, state and local laws, rules and regulations. In lieu of this surety bond, the Franchisee may elect to issue a lien on the franchise site property, which he owns, provided that the lien is in a form satisfactory to Metro and evidence is provided that the value of the land exceeds \$25,000.
- SC-3 The term processing facility is used in this Franchise as defined in Metro Code Section 5.01.010(n).
- SC-4 The conditions of this Franchise shall be binding upon, and the Franchise Holder shall be responsible for all acts and omissions of, all contractors and agents of the Franchise Holder.
- SC-5 The processing facility operation shall be in strict compliance with the Metro Code regarding storage, collection, transportation, recycling and disposal of solid waste.
- SC-6 The Franchise Holder shall provide an adequate operating staff which is duly qualified to carry out the reporting functions required to ensure compliance with the conditions of this Franchise Agreement.
- SC-7 Metro may reasonably regular the hours of site operation as it finds necessary to ensure compliance with this Franchise Agreement.
- SC-8 At least one sign shall be erected at the entrance to the processing facility. This sign shall be easily visible, legible, and shall contain at least the following:
- a. Name of the facility;
  - b. Emergency phone number;
  - c. Operational hours during which material will be received;

- d. Disposal rates;
- e. Metro information phone number; and
- f. Acceptable materials.

SC-9 If the Executive Officer finds that there is a serious danger to the Public health or safety as a result of the actions or inactions of the Franchisee, he/she may take whatever steps are necessary to abate the danger without notice to the Franchisee.

SC-10 Authorized representatives of Metro shall be permitted access to the premises of the processing facility owned or operated by the Franchise Holder at all reasonable times for the purpose of making inspections and carrying out other necessary functions related to this Franchise. Access to inspect is authorized:

- a. during all working hours;
- b. at other reasonable times with notice;
- c. at any time without notice where, at the discretion of the Metro Solid Waste Director, such notice would defeat the purpose of the entry.

SC-11 This Franchise Agreement is subject to suspension, modification, revocation or nonrenewal upon finding that a Franchisee has:

- a. violated the Disposal Franchise Ordinance, the Franchise Agreement, the Metro Code, ORS Chapter 459 or the rules promulgated thereunder or any other applicable laws or regulations; or
- b. Misrepresented material facts or information in the Franchise Application, Annual Operating Report, or other information required to be submitted to the District;
- c. Refused to provide adequate service at the franchised site, facility or station, after written notification and reasonable opportunity to do so.
- d. That there has been a significant change in the quantity or character of solid waste received or the method of solid waste processing.

SC-12 This Franchise Agreement, or a photocopy thereof, shall be displayed where it can be readily referred to by operating personnel.

SC-13 The granting of a Franchise shall not vest any right or privilege in the Franchisee to receive specific types or quantities of solid waste during the term of the Franchise.

- a. To ensure a sufficient flow of solid waste to the District's resource recovery facilities, the Executive Officer may, at any time during the term of the Franchise, without hearing, direct solid waste away from

the Franchisee. In such case, the District shall make every reasonable effort to provide notice of such direction to affected haulers of solid waste.

- b. To carry out any other purpose of the Metro Disposal Franchise Ordinance, the Executive Officer may, upon sixty (60) days written notice, direct solid wastes away from the Franchisee or limit the type of solid wastes which the Franchisee may receive.

Any Franchisee receiving said notice shall have the right to a contested case hearing pursuant to Code Chapter 2.05. A request for a hearing shall not stay action by the Executive Officer. Prior notice shall not be required if the Executive Officer finds that there is an immediate and serious danger to the public or that a health hazard or public nuisance would be created by a delay.

SC-14

All notices required to be given to the Franchisee under this Franchise Agreement shall be given to Ralph Gilbert, East County Recycling Company, PO Box 20096, Portland, Oregon 97220. All notices and correspondence required to be given to Metro under this Agreement shall be given to the Solid Waste Director, Solid Waste Department, Metropolitan Service District, 2000 SW First Avenue, Portland, OR 97201-5398.

FRANCHISE CONDITIONS

Franchise Number: 6

Expiration Date: August 22, 1996

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SCHEDULE D

WASTE REDUCTION PLAN

SD-1

To fulfill the requirements for a Waste Reduction Plan as stated in Section 5.01.120(k) of the Metro Code and the guidelines adopted through Metro Resolution No. 81-272, the Franchisee shall provide the services described in Attachment K and shall perform other operational functions as described in the Franchise Application date June 26, 1986. The Franchisee shall participate in an annual review with Metro of the facilities' performance in accomplishing waste reduction goals and shall complete annual objectives for waste reduction which may be mutually identified through the process.

FRANCHISE CONDITIONS

Franchise Number: 6

Expiration Date: August 22, 1996

SCHEDULE E

DISPOSAL RATES

SE-1 In accordance with the variance granted by the Metro Council, the rates charged at this facility will be exempt from Metro rate-setting, Metro Use Fee payments and Metro Regional Transfer Charge payments, ~~[except that the Executive Officer and Rate Review Committee shall review the variance from rate setting prior to August 22, 1987, and make a recommendation to the Council on the appropriateness of continuing the variance or the need to establish disposal rates for the facility.]~~

SE-2 Until Metro establishes rates which are to be charged at the facility, the Franchisee shall adhere to the following conditions in the disposal rates which are changed at East County Recycling Company:

- ~~[a. Between the effective date of this franchise and October 1, 1986, the rate schedule included as Attachment "E" of the June 26, 1986, franchise application is to be in effect.]~~
- [b] a. The Franchisee may modify rates to be charged and rate schedules on a quarterly basis. Rates may be adjusted on October 1, January 1, April 1, and July 1. Rates will not change more frequently than on these dates. Metro shall be notified ten (10) days prior to any proposed rate changes.
- [e] b. Rates to be charged at the facility shall be posted on a sign near where fees are collected. All customers within a given disposal class shall receive equal, consistent and non-discriminatory treatment in the collection of fees.
- [d] c. The Franchisee shall maintain complete records of all costs, revenues, rates, waste flows, and other information on the franchised operation which would be helpful to the Metro staff and Rate Review Committee for reviews of the operation's financial performance and for possible future rate-setting. These records shall be made available on request and summary reports shall be provided to Metro on a quarterly basis (fourth quarter reports are due February 1, first quarter reports are due May 1, and so on).
- ~~[e. After the first two quarterly reports are provided, Metro staff and the Rate Review Committee will develop a recommendation on the appropriateness of further rate regulation under this Franchise Agreement.]~~



Meeting Date: July 25, 1991  
Agenda Item No. 6.1

ORDINANCE NO. 91-414



**METRO**

2000 S.W. First Avenue  
Portland, OR 97201-5346  
503 221-1646

# Memorandum

DATE: July 18, 1991  
TO: Metro Council  
Interested Persons  
FROM: Paulette Allen, Clerk of the Council  
RE: ORDINANCE NO. 91-414

The Council agenda will be printed before the Finance Committee meets to consider the ordinance referenced above. Committee reports will be distributed in advance to Councilors and available at the Council meeting July 25.

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 91-414 AMENDING ORDINANCE NO. 91-390A REVISING THE FY 1991-92 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF FUNDING MODIFICATIONS TO THE STRAP COMPUTER PROJECT

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Date: July 2, 1991

Presented by: Keith Lawton  
Roosevelt Carter

FACTUAL BACKGROUND AND ANALYSIS

During the FY 1991-92 budget deliberations, a coordinated computer proposal, known as the "STRAP Project", was presented to the Committee for consideration. At that time the budget numbers were preliminary estimates based on the best information available. It was anticipated that a majority of the project would be on a lease/purchase agreement with a portion of the project purchased. The amount to be purchased was budgeted in the Solid Waste Revenue Fund.

Since the adoption of the budget, proposals have been received for the project and are being evaluated. In addition, severe equipment problems are being experienced in the existing Solid Waste computer network. Of the \$83,100 budget in Solid Waste for the STRAP project, \$50,000 was dedicated to Recycling Information Center software and \$33,100 to general Solid Waste Department needs. The general Solid Waste amount did not anticipate the problems existing with the current network. The current Solid Waste network is incapable of meeting the current demands of the department and is partly inoperative.

The preliminary evaluation of the STRAP proposals has indicated that leasing the entire project would provide the agency the purchasing power necessary to meet the demands. This includes replacing the existing Solid Waste network with up-to-date equipment. A detailed comparison of original estimated costs versus proposal costs will be presented at the Finance Committee.

This action requests the transfer of \$83,100 from existing General Account, Capital Outlay appropriation in the Solid Waste Revenue Fund to Materials & Services, Capital Leases in the General Account. This action increases the overall STRAP project by \$166,200 to be funded over two subsequent fiscal years.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance 91-414, transferring \$83,100 from the Solid Waste General Account, Capital Outlay to Materials & Services for the STRAP project.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

AN ORDINANCE AMENDING ORDINANCE NO. )  
91-390A REVISING THE FY 1991-92 )  
BUDGET AND APPROPRIATIONS SCHEDULE )  
FOR THE PURPOSE OF FUNDING )  
MODIFICATIONS FOR THE STRAP PROJECT )

ORDINANCE NO. 91-414

Introduced by Rena Cusma,  
Executive Officer

WHEREAS, The Council of the Metropolitan Service District has reviewed and considered the need to transfer appropriations within the FY 1991-92 Budget; and

WHEREAS, The need for a transfer of appropriation 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. 91-390A, Exhibit B, FY 1991-92 Budget, and Exhibit C, Schedule of Appropriations, are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purpose of funding modifications to the STRAP project, transferring \$83,100 from the Solid Waste General Account, Capital Outlay to Materials & Services.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
Tanya Collier, Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of the Council

EXHIBIT A  
ORDINANCE NO. 91-414

FISCAL YEAR 1991-92		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
SOLID WASTE REVENUE FUNC							
General Account:							
Materials & Services							
-----							
BUDGET AND FINANCE							
525740	Capital Lease Payments-Furniture & Equipment		0		50,000		50,000
WASTE REDUCTION							
525740	Capital Lease Payments-Furniture & Equipment		0		33,100		33,100
ST. JOHNS LANDFILL							
524190	Misc. Professional Services		100,000		0		100,000
Total Materials & Services			100,000		83,100		183,100
-----							
Capital Outlay							
-----							
BUDGET AND FINANCE							
571500	Purchases-Office Furniture & Equipment		70,000		130,900		30,900
OPERATIONS							
571400	Purchases-Equipment & Vehicles		365,000				365,000
571500	Purchases-Office Furniture & Equipment		494,000				494,000
WASTE REDUCTION							
571400	Purchases-Equipment and Vehicles		17,000				17,000
571500	Purchases-Office Furniture & Equipment		50,000		150,000		0
METRO SOUTH							
574190	Engineering Services		100,000				100,000
574500	Const. Work/Materials-Bldgs, Exhibits & Rel.		1,130,000				1,130,000
ST. JOHN LANDFILL							
571200	Improvements Other than Building		50,000				50,000
574571	Const. Work/Materials-Final Cover & Imp.		353,880				353,880
METRO NORTHWEST IMPROVEMENTS							
574190	Engineering Services		75,000				75,000
574500	Const. Work/Materials-Bldgs, Exhibits & Rel.		440,000				440,000
Total Capital Outlay			3,144,880		(83,100)		3,061,780
Total Requirements			3,244,880		0		3,244,880

EXHIBIT C  
 SCHEDULE OF APPROPRIATIONS  
 Ordinance No. 91-414

	CURRENT APPROPRIATION	REVISION	PROPOSED APPROPRIATION
<b>SOLID WASTE REVENUE FUND</b>			
<hr/>			
Administration			
Personal Services	347,683	0	347,683
Materials & Services	75,673	0	75,673
Subtotal	423,356	0	423,356
Budget and Finance			
Personal Services	393,083	0	393,083
Materials & Services	179,720	0	179,720
Subtotal	572,803	0	572,803
Operations			
Personal Services	1,196,133	0	1,196,133
Materials & Services	43,976,534	0	43,976,534
Subtotal	45,074,667	0	45,074,667
Engineering and Analysis			
Personal Services	536,400	0	536,400
Materials & Services	257,125	0	257,125
Subtotal	793,527	0	793,527
Waste Reduction			
Personal Services	649,650	0	649,650
Materials & Services	3,254,798	0	3,254,798
Subtotal	3,904,448	0	3,904,448
Debt Service Account			
Debt Service	2,191,328	0	2,191,328
Subtotal	2,191,328	0	2,191,328
Landfill Closure Account			
Materials & Services	10,016,200	0	10,016,200
Subtotal	10,016,200	0	10,016,200
Construction Account			
Capital Outlay	3,525,000	0	3,525,000
Subtotal	3,525,000	0	3,525,000
Renewal & Replacement Account			
Capital Outlay	700,000	0	700,000
Subtotal	700,000	0	700,000

EXHIBIT C  
 SCHEDULE OF APPROPRIATIONS  
 Ordinance No. 91-414

	CURRENT APPROPRIATION	REVISION	PROPOSED APPROPRIATION
-----			
SOLID WASTE REVENUE FUND (continued)			
General Account	100,000	83,100	183,100
Materials & Services	3,144,880	(83,100)	3,061,780
Capital Outlay			
Subtotal	3,244,880	0	3,244,880
Master Project Account			
Debt Service	3,033,085	0	3,033,085
Subtotal	3,033,085	0	3,033,085
General Expense			
Interfund Transfers	17,742,748	0	17,742,748
Contingency	2,465,797	0	2,465,797
Subtotal	20,208,545	0	20,208,545
Unappropriated Balance	21,460,391	0	21,460,391
Total Solid Waste Revenue Fund Requirements	115,180,228	0	115,180,228

ALL OTHER APPROPRIATIONS REMAIN AS PREVIOUSLY ADOPTED

Meeting Date: July 25, 1991  
Agenda Item No. 6.2

ORDINANCE NO. 91-413



**SOLID WASTE COMMITTEE REPORT**

CONSIDERATION OF ORDINANCE NO. 91-413, FOR THE PURPOSE OF APPROVING AN INCREASE IN THE TRANSFER RATE FOR THE FOREST GROVE TRANSFER STATION

-----  
Date: July 17, 1991

Presented by: Councilor Gardner

**Committee Recommendation:** At the July 16 meeting, the Committee voted unanimously to recommend Council adoption of Ordinance No. 91-413. Voting in favor: Councilors DeJardin, Gardner, McFarland, McLain and Wyers.

**Committee Issues/Discussion:** Roosevelt Carter, Budget and Finance Manager, Solid Waste Department, and Phil North, Senior Solid Waste Planner, reviewed the staff report and the history of department consideration of the rate increase request. The Forest Grove Transfer Station franchisee, Mr. Ambrose Calcagno, requested that the transfer fee rate cap be increased from \$19.25 to \$22.75. The current rate was set in 1988. The request was filed in late April 1991 and approved by the rate review committee in May.

Mr. Charles Marshall, representing the franchisee, noted that the request was made because transfer station operating revenues have not provided a satisfactory rate of return (the facility had a net loss of \$50,059 for 1990). He noted that, in practice, the franchisee generally has not been able to charge the maximum rate currently permitted because of competitive pressure from competing Metro-operated transfer facilities. (In 1990 a rate of \$18.09 was charged vs. the permissible maximum rate of \$19.25.)

The franchisee has maintained an overall rate that is less than the rate at Metro facilities to encourage haulers to use his facility. Mr. Marshall contended that recently enacted increases in rates at Metro facilities would permit the franchisee to charge the newly requested maximum rate and still remain competitive with Metro facilities. (The new overall rate at the Forest Grove facility would be \$65.66 vs. \$68.00 at Metro facilities.)

An amendment was proposed by the franchisee to attach an excise fee of \$.32 on to the new maximum rate for the period from August 1991 through June 1992. The purpose of the fee would have been to allow the franchisee to recoup lost revenue based on his assumption that the new rate would have become effective on July 1, 1991. The committee rejected the amendment based on concerns that the excise fee could affect the economic viability of the facility, that rates should not be adjusted due to delays in agency consideration of the rate increase request and the amendment had not been submitted in a timely manner to permit analysis by the rate review committee or council staff.

The committee discussed several issues related to the request. Several councilors questioned the intent and scope of the Metro Code criteria that must be addressed when considering a rate request, particularly the consideration of "nonfranchise profits." Councilor Wyers noted that the committee will be reviewing the rate review process during the coming months. The committee also discussed the need for the Forest Grove facility to generate a satisfactory rate of return for the franchisee while remaining economically competitive with other transfer facilities.

Councilor McLain asked whether the public and affected local governments had been involved in the decision to request a rate increase. Mr. Marshall advised that the affected local governments had been notified concerning the rate request.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING	)	ORDINANCE NO. 91-413
AN INCREASE IN THE TRANSFER RATE	)	
FOR THE FOREST GROVE TRANSFER	)	Introduced by Rena Cusma,
STATION	)	Executive Officer

WHEREAS, A. C. Trucking dba the Forest Grove Transfer Station, Solid Waste Franchise No. 4, has requested an increase in the maximum transfer rate presently authorized under its franchise agreement with Metro; and

WHEREAS, The present Forest Grove Transfer Station maximum transfer rate is \$19.25 per ton under a franchise amendment adopted by the Council on September 22, 1988; and

WHEREAS, A. C. Trucking's current request is for an amendment to its franchise to permit a maximum transfer rate of up to \$22.75 per ton; and

WHEREAS, The Rate Review Committee met and considered the rate increase request from A. C. Trucking; and

WHEREAS, The Rate Review Committee considers the request to increase the transfer rate cap for the Forest Grove Transfer Station to be reasonable, having taken into consideration the criteria under Metro Code Section 5.01.080 and financial information provided by the applicant; and

WHEREAS, Delay in implementing an increase in the transfer and transport fees would exacerbate the financial losses incurred by the applicant; and

WHEREAS, Senate Bill No. 299 and Metro Code Section 2.01.080(i) would result in a rate adjustment date significantly

later than the rate change occurring at Metro facilities on July 1, 1991 in the absence of declaring an emergency; and

WHEREAS, The losses to be incurred and the later rate adjustment date are appropriate grounds for declaration of an emergency; now, therefore,

The Council of the Metropolitan Service District Hereby  
Ordains,

1. That the increase in the transfer rate to \$22.75 per ton for the Forest Grove Transfer Station operated by A. C. Trucking is hereby approved.
2. That the A.C. Trucking franchise agreement shall be amended as shown in Exhibit A attached to this Ordinance.
3. That pursuant to Metro Code Section 2.01.080(i), an emergency is declared to allow immediate implementation of the amended rates in order to allow the applicant to avoid additional financial losses and to allow the rate change to more closely parallel Metro facility rate changes and this Ordinance shall be in force and effect from its date of adoption.

4. That the new transfer rate cap shall be effective as of  
July \_\_\_\_, 1991.

ADOPTED by the Council of the Metropolitan Service District  
this \_\_\_\_ day of July, 1991.

Tanya Collier, Presiding Officer

ATTEST:

Clerk of the Council

PN:dbc  
July 2, 1991  
FGTS\SW91-413.ord

EXHIBIT A

SCHEDULE E

TRANSFER RATES

- SE-1 The Franchise Holder shall collect a Transfer Fee, a Disposal Fee and a Metro Fee on each ton of waste delivered to the facility by commercial haulers for transfer. All wastes delivered shall be charged the same rates. The Franchise Holder shall maintain accounts on wastes received and amounts billed to each commercial hauler as required by Metro Code Section 5.01.130.
- SE-2 In the event that the scales for weighing incoming waste cannot be used, tonnage rates are to be converted to yardage rates on the assumption that compacted waste as a density of 600 pounds per cubic yard and that non-compacted waste has a density of 250 pounds per cubic yard.
- SE-3 Fees for disposal (including any fees assessed by local jurisdictions in which the disposal facility is located) and Metro Fees shall be collected by the Franchise Holder on all waste received and shall be paid to the disposal site or Metro as required. In calculating the total charges to be paid on each load or each account, the amount of the charge which is passed through to Metro or to the disposal site shall be itemized. Any changes in the amount of fees for disposal or in Metro Fees to be collected shall result in appropriate adjustments to the total charges collected.
- SE-4 As set forth in SB-3, required User Fee and Regional Transfer Charges shall be paid to Metro. As allowed by Metro Code Section 5.02.050(d), the Franchise Holder may be exempted from collecting and paying the Regional Transfer Charge when a written authorization to do so has been issued by the Solid Waste Director.
- SE-5 As of September 22, 1988, the Franchisee is authorized to charge a transfer fee of ~~\$19.25~~ \$22.75 per ton for mixed solid waste received from commercial haulers.
- SE-6 ~~[As of September 22, 1988,]~~ The Franchise Holder is authorized to charge a minimum Transfer Fee of \$15.00 per load ~~[(up to three (3) cubic yards)]~~ for public self-haulers, provided however that if a self-hauler shall bring in one-half ( $\frac{1}{2}$ ) cubic yard of recyclable material ~~[that the remaining portion of the load shall be charged at a rate not to exceed \$5.00 per cubic yard (\$5.00 minimum, \$12.50 maximum for three (3) cubic yards). Any incremental cubic yards of mixed solid waste over three (3) cubic yards shall be charged at an incremental rate of \$2.00 per cubic yard.]~~ (as defined in ORS 459.005) they shall receive a \$3.00 credit toward their disposal charge.
- SE-7 ~~[Any uncovered loads delivered to the facility shall be charged double rates.]~~ A surcharge shall be levied against a person who

disposes of waste at the transfer station, if when entering the facility any portion of the waste is visible to facility scalehouse personnel, unless the waste is only visible through a secure covering. The surcharge shall be \$100.00 for a load delivered by a vehicle greater than three-quarter ton capacity, and \$25.00 for a load delivered by a vehicle of three-quarter ton capacity or less, and shall be collected in the same manner as other disposal fees are collected at the facility.

- SE-8 Included in the fees referred to in SE-3 shall be a Community Enhancement Fee not to exceed \$.50 per ton (less a set-off for real estate taxes paid to the City of Forest Grove) to be paid to the City of Forest Grove per an agreement to be established between Metro and the City of Forest Grove. The Franchisee shall receive thirty (30) days' notice of the effective date upon which to commence collecting this fee and paying it as directed by Metro.
- SE-9 The transfer fee shall not increase the amount set forth in SE-5 without a detailed rate request from the Franchisee and the approval of the Metro Council.
- SE-10 The transfer fee may be adjusted so long as it remains below the amount set forth in SE-5 or the rate currently approved. The Franchisee must notify, in writing, the Solid Waste Director of his intent to adjust the transfer rate at least ten (10) days before he implements plans to adjust the rate. The adjusted transfer rate shall take effect if the Solid Waste Director has not notified, in writing, the Franchisee of his/her disapproval of the proposed adjustment prior to its scheduled effective date. Adjustments in the transfer fee shall not be requested more frequently than once every ninety (90) days. Customers of the Forest Grove Transfer Station shall be provided with sixty (60) days notice prior to any increases in the transfer fee. The purpose in allowing for an administrative adjustment in the approved rate is to allow the operator an opportunity to respond to market conditions and attract needed waste in a timely manner.

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 91-413 FOR THE PURPOSE OF  
APPROVING AN INCREASE IN THE TRANSFER RATE FOR THE FOREST  
GROVE TRANSFER STATION

June 24, 1991

Presented by: Roosevelt Carter  
Phil North

FACTUAL BACKGROUND AND ANALYSIS

Ambrose Calcagno, dba A. C. Trucking, filed a request for an increase in the transfer fee rate cap for the Forest Grove Transfer Station (FGTS). The present cap is \$19.25 per ton. The requested cap is \$22.75. The present cap was approved by a franchise amendment adopted by the Council on September 22, 1988.

The rate review committee met to consider the rate request under the provisions of Metro Code Section 5.01.180. The principal rationale for the rate increase request is: 1) revenues have not been adequate to provide a satisfactory rate of return on investment; 2) operating expenses balanced against revenues have resulted in a 1990 loss before taxes; 3) non-franchise profits are not deemed as significant as franchise revenues and expenses; and 4) use of the facility is market-based and haulers are free to use other disposal facilities if they so choose.

The components of the applicant's total tip fee at the facility are expected to be as follows:

FGTS - Transfer and transportation	\$22.75
Riverbend Landfill*	20.82
Yamhill County Surcharge	4.80
Metro User Fee	13.00
DEQ fees	.75
City of Forest Grove Community Enhancement Fee	.50
Metro Excise Tax	<u>3.04</u>

TOTAL \$65.66

\* Estimated

This total is contrasted with the tip fees at Metro Central Station, Metro South Station and the Metro-Riedel Compost Facility which will be \$68.00 as of July 1, 1991.

The application, Mr. Calcagno presentation and accompanying written materials (See Attachment 1) note that the transfer and transport rate approval given in September of 1988 was only charged at the maximum \$19.25 between the months of the January and June 1988. Competitive pressures held the rate below the authorized maximum.



The applicant has stated that the requested rate adjustment will result in a more equitable rate of return on investment. The expected rate of return on investment at a transfer and transport rate of \$22.75 will be 5.4 percent.

Presentations to the rate review committee were made by Ambrose Calcagno Jr. and his representatives. Staff recommended approval of the transfer fee increase. The committee members present unanimously concurred in the recommendation that the new transfer fee rate cap be approved, based upon the financial representations and testimony of the applicant. Further, no haulers would be restrained from using alternative disposal sites if they can obtain a more competitive transfer and disposal charge.

In rate revision applications, the Metro Code provides that a public hearing shall be held before final approval of such rate by the Council. At the hearing, the applicant will be available to address such other issues and concerns that the Council may have as to the requested rate amendment.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 91-1472.

**ATER WYNNE  
HEWITT  
DODSON  
& SKERRITT**

ATTORNEYS AT LAW

ATTACHMENT 1

Suite 1800  
222 S.W. Columbia  
Portland, Oregon 97201-6618  
(503) 226-1191  
Fax (503) 226-0079

April 22, 1991

Phil North  
Metropolitan Service District  
Portland, Oregon 97201

**Re FOREST GROVE TRANSFER STATION  
TRANSFER AND TRANSPORTATION FEES**

Dear Mr. North:

Ambrose Calcagno, Jr. respectfully requests that the Metropolitan Service District authorize an increase in the transfer and transportation component of fees charged to commercial haulers by the Forest Grove Transfer Station, which facility is owned and operated by Mr. Calcagno dba AC Trucking.

In late 1988 METRO approved Mr. Calcagno's request for a \$19.25 per ton transfer and transportation fee. Since then Mr. Calcagno has charged that fee for only the six months between January and June 1989. At all other times competitive pressures have held the fee to lower levels. Mr. Calcagno anticipates that, on July 1, 1991, increases pending at other transfer stations and disposal sites will allow increases to the fee charged by the Forest Grove Transfer Station. He requests that the maximum transfer and transportation fee be increased from \$19.25 to \$22.75 a ton effective that date.

The suggested rate would allow the transfer station to earn a 22.5 percent pre-tax operating return on assets. During 1990, when transfer and transportation fees averaged only \$18.09 a ton, the transfer station earned an annualized pre-tax operating return of only eight percent. With that return on assets, the firm was unable to cover its interest expense and lost \$50,059.

Revenue in 1990 was \$3,413,000, nearly \$210,000 less than the \$3,621,000 required to generate a 20 percent operating return on assets. (See column 2 of the attached Schedule 1.) In 1991, revenue requirements will increase an additional \$95,000,

**RECEIVED**

CRM\crm10631.doc

APR 24 1991

Portland, Oregon  
(503) 226-1191  
Fax (503) 226-0079

Seattle, Washington  
(206) 623-4711  
Fax (206) 467-8406

San Francisco, California  
(415) 984-5858  
Fax (415) 984-5800

**FILE CODE  
METRO SOLID WASTE DEPT.**

Affiliated offices in  
Anchorage, Fairbanks  
and Juneau, Alaska

Phil North  
April 22, 1991  
Page 2

of which \$52,000 will cover increased expenses<sup>1</sup> and \$43,000 will enable the firm to earn an extra 2.5 percentage points on its investment. (See column 3 of Schedule 1.) The resulting 22.5 percent return will help the firm make up for the shortfall suffered during the last 2.5 years.

A \$22.75 rate passes both cost and market tests. It will yield a modest 5.4 percent pre-tax return on revenue. It will leave total disposal costs (transfer plus transport plus landfill) at Forest Grove in line with those elsewhere in the Metropolitan Service District. We urge its approval.

Thank you.

Sincerely,



Charles Marshall for  
Ambrose Calcagno, Jr.

cc Ambrose Calcagno, Jr.

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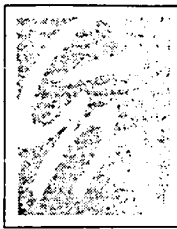
<sup>1</sup>For analytical and presentation purposes, we have assumed that disposal rates and fees will not increase. Accurate or not, the effect on transfer and transportation fees is negligible.

SCHEDULE 1

AC TRUCKING

OPERATING AND FINANCIAL DATA  
1990 & 1991

	1990 ACTUAL	1990 PRO FORMA	1991 PRO FORMA
	-----	-----	-----
TONS RECEIVED	64,880	64,880	64,880
ASSETS EMPLOYED	\$1,730,706	\$1,730,706	\$1,730,706
REVENUE	\$3,412,805	\$3,621,293	\$3,716,362
MSD & dump fees	\$2,209,439	\$2,209,439	\$2,209,439
Franchise fees (FG enhancement)	\$29,689	\$29,689	\$29,689
Other	\$1,036,024	\$1,036,024	\$1,087,825
OPERATING & ADMINISTRATIVE EXPENSES	\$3,275,152	\$3,275,152	\$3,326,953
INCOME FROM OPERATIONS	\$137,653	\$346,141	\$389,409
Misc income	\$2,930	\$2,930	\$2,930
Interest expense	(\$190,642)	(\$190,642)	(\$190,642)
INCOME ( LOSS) BEFORE TAXES	(\$50,059)	\$158,429	\$201,697
	=====	=====	=====
OPERATING RETURN ON ASSETS	8.0%	20.0%	22.5%
OPERATING RETURN ON REVENUE	4.0%	9.6%	10.5%
PRE-TAX RETURN ON ASSETS	-2.9%	9.2%	11.7%
PRE-TAX RETURN ON REVENUE	-1.5%	4.4%	5.4%
TRANSFER & TRANSPORT RATE PER TON	\$18.09	\$21.30	\$22.77
OTHER DISPOSAL FEES PER TON	\$34.51	\$34.51	\$34.51
TOTAL DISPOSAL RATE PER TON	\$52.60	\$55.82	\$57.28



G O L D E N  
M C R A E

April 19, 1991

Mr. Charles Marshall  
222 S.W. Columbia, Suite 1800  
Portland, OR 97201-6618

Dear Charles:

Enclosed are 1990 depreciation schedule and financial statements for AC Trucking. The financial statements include \$34,154 of engineering costs which is included in transfer station and improvements that is not included in the depreciation schedule. These costs are for the expansion and since it has not been done I did not depreciate them.

If you have any questions, please call me.

Very truly yours,

Laurie L. Golden

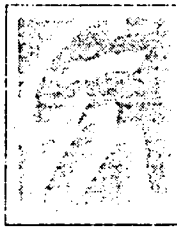
## 1. Book Depreciation Report

Depreciation Calculated from: 1/01/90 to: 12/31/90

Time: 01:52:55PM

Date: 04/19/1991

Asset Class	Asset Number	Asset Desc	Date Acquired	Salvage Value	Book Cost	Depr Meth	Bk Yr	Lf Mo	Book Depreciation Month	YTD	LTD Book Value	Net Book Value	Date Disposed
AMOR	23	PRE OPENING COSTS	08/01/85	0	7,205	1	5	0	0	841	7,085	120	
AMOR	24	LDAN FEES	03/24/87	0	16,603	1	5	0	277	3,321	12,453	4,150	
				0	23,808				277	4,162	19,538	4,270	
BUIL	13	CONST-SELCO	09/01/85	0	572,258	1	20	0	2,384	28,613	152,602	419,656	
BUIL	14	85 ENGINEERING COST	09/01/85	0	64,867	1	20	0	270	3,243	17,297	47,570	
BUIL	15	CONST & PROP TAX	09/01/85	0	47,066	1	20	0	196	2,353	12,550	34,516	
BUIL	16	KAMPS	09/01/85	0	834	1	20	0	4	42	223	611	
BUIL	17	ELECTRICAL OUTLETS	09/01/85	0	652	1	20	0	3	33	175	477	
BUIL	18	ENGINEERING PRE 85	09/01/85	0	38,214	1	20	0	159	1,911	10,191	28,023	
BUIL	19	TESTING & PERMITS	09/01/85	0	7,654	1	20	0	32	383	2,042	5,612	
BUIL	20	ROCK	09/01/85	0	68,320	1	20	0	285	3,416	18,219	50,101	
BUIL	21	ENGINEERING COSTS	01/01/87	0	28,910	1	18	0	134	1,606	6,424	22,486	
BUIL	22	BUILDING COSTS	01/01/87	0	941	1	18	0	4	52	208	733	
BUIL	8	GRAVEL & IVY	10/17/85	0	7,436	1	20	0	31	372	1,953	5,483	
				0	837,152				3,502	42,024	221,884	615,268	
L	12	REFUSE TRANSFER TRLR	11/20/87	0	45,265	1	7	0	539	6,466	20,476	24,789	
L	25	Crane	04/18/89	0	59,500	1	12	0	413	4,958	8,677	50,823	
L	28	2 STAR TRAILERS	07/25/89	0	105,000	1	10	0	875	10,500	15,750	89,250	
L	30	4 STORAGE BOXES	03/07/90	0	12,159	1	10	0	101	1,013	1,013	11,146	
L	32	2 STAR TRAILERS	01/01/90	0	85,224	1	10	0	710	8,522	8,522	76,702	
				0	307,148				2,638	31,459	54,438	252,710	
MACH	1	SCALE PRINTER	12/11/85	0	300	1	7	0	4	43	219	81	
MACH	2	CAMERA	04/16/85	0	354	1	7	0	4	51	293	61	
MACH	3	GATE WIRING	11/05/85	0	2,520	1	7	0	30	360	1,860	660	
MACH	6	GATES	12/31/86	0	1,665	1	5	0	28	333	1,621	44	
MACH	26	CRANE INSTALLATION	04/18/89	0	25,185	1	12	0	175	2,099	3,673	21,512	
MACH	31	2 RADIOS	04/05/90	0	3,900	1	5	0	65	585	585	3,315	
MACH	34	Cabinets	06/30/90	0	1,710	1	10	0	14	100	100	1,610	
				0	35,634				320	3,571	8,351	27,283	
V	4	TRACTOR	09/09/85	0	1,000	1	7	0	12	143	763	237	
V	5	57 MACK TRUCK	12/31/86	0	2,000	1	7	0	24	286	1,454	546	
V	7	TRACTOR	06/01/87	0	68,679	1	5	0	1,145	13,736	48,076	20,603	
V	9	STAR TRAILERS	03/14/85	0	101,389	1	10	0	845	10,139	59,144	42,245	
V	10	MACK TRAILERS	04/17/85	0	75,166	1	7	0	895	10,738	61,744	13,422	
V	11	84 TRACTOR/BACKHOE	07/10/85	0	43,260	1	7	0	515	6,180	32,960	10,300	
V	27	1989 MACK TRUCK	03/13/89	0	79,240	1	8	0	825	9,905	18,159	61,081	
V	29	3 STAR TRAILERS	08/17/90	0	185,022	1	10	0	1,542	7,709	7,709	177,313	
V	33	1990 MACK TRUCK	04/20/90	0	84,200	1	10	0	702	6,315	6,315	77,885	
				0	639,956				6,505	65,151	236,324	403,632	
GRAND TOTALS:				0	1,843,698				13,242	146,367	540,535	1,303,163	
LESS: DISPOSITIONS				0	0				0	0	0	0	
NET TOTALS:				0	1,843,698				13,242	146,367	540,535	1,303,163	



G O L D E N  
M C R A E

Ambrose Calcagno, Jr.  
AC Trucking

We have compiled the accompanying balance sheet of AC Trucking as of December 31, 1990 and 1989 and the related statements of operations and owner's deficiency and cash flows for the years then ended, in accordance with standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

*Golden & McRae*

March 23, 1991

AC TRUCKING  
FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 1990 AND 1989

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Financial Statements	
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Statement of Cash Flows	5
Notes to Financial Statements	6-9



## AC TRUCKING

## BALANCE SHEET

DECEMBER 31, 1990 AND 1989

## ASSETS

	<u>1990</u>	<u>1989</u>
Current assets:		
Cash	\$ 16,995	\$ 33,775
Accounts receivable, trade	354,893	220,295
Other receivables	<u>21,500</u>	<u>27,700</u>
Total current assets	<u>393,388</u>	<u>281,770</u>
Property and equipment: (Notes 2 & 3)		
Transfer station and improvements	871,306	872,337
Machinery and equipment	675,590	155,758
Equipment under capital leases	<u>307,148</u>	<u>429,580</u>
	1,854,044	1,457,675
Less accumulated depreciation and amortization	<u>520,997</u>	<u>378,791</u>
Net property and equipment	<u>1,333,047</u>	<u>1,078,884</u>
Other assets:		
Loan fees and opening costs net of accumulated amortization of \$19,538 in 1990 and \$15,376 in 1989	4,271	8,433
Deposits	<u>-</u>	<u>12,359</u>
Total other assets	<u>4,721</u>	<u>20,792</u>
Total assets	<u>\$1,730,706</u> =====	<u>\$1,381,446</u> =====

See Accountants' report and notes to financial statements.

## AC TRUCKING

## BALANCE SHEET

DECEMBER 31, 1990 AND 1989

## LIABILITIES AND OWNER'S DEFICIENCY

	<u>1990</u>	<u>1989</u>
Current liabilities:		
Current portion of long-term debt (Note 2)	\$ 80,331	\$ 29,899
Current portion of obligations under capital leases (Note 3)	52,134	82,373
Accrued expenses	-	10,436
Due to affiliated companies (Note 5)	<u>430,103</u>	<u>238,092</u>
Total current liabilities	<u>562,568</u>	<u>360,800</u>
Long-term debt, less current portion (Note 2)	<u>1,229,121</u>	<u>1,060,065</u>
Obligations under capital leases, less current portion (Note 3)	<u>181,639</u>	<u>153,144</u>
Owner's deficiency	<u>( 242,622)</u>	<u>( 192,563)</u>
Total liabilities and owner's deficiency	<u>\$ 1,730,706</u> =====	<u>\$ 1,381,446</u> =====

See Accountants' report and notes to financial statements.

AC TRUCKING

STATEMENT OF OPERATIONS AND OWNER'S DEFICIENCY

YEARS ENDED DECEMBER 31, 1990 AND 1989

	<u>1990</u>	<u>1989</u>
Transfer station revenue	\$ <u>3,412,805</u>	\$ <u>2,347,415</u>
Operating expenses		
Salaries	188,846	190,920
Payroll taxes and benefits	77,788	54,620
MSD and Dump fees	2,209,439	1,226,230
Enhancement fees	29,689	-
Truck repair, gas and expense	115,624	135,179
Other operating expenses	<u>57,933</u>	<u>57,140</u>
Total operating expense	<u>2,679,319</u>	<u>1,664,089</u>
Administrative expenses		
Salaries	179,597	63,244
Payroll taxes and benefits	74,441	19,765
Data processing	12,033	18,173
Rent	51,700	78,217
Consulting	12,703	14,872
Depreciation and amortization	146,367	114,058
Office supplies	5,564	9,537
Insurance	30,993	31,735
Legal and accounting	26,482	15,297
Telephone and utilities	14,877	7,330
Taxes and licenses	13,661	16,156
Other administrative expense	<u>27,415</u>	<u>48,384</u>
Total administrative expense	<u>595,833</u>	<u>436,768</u>
Income from operations	<u>137,653</u>	<u>246,558</u>
Other income (expense)		
Miscellaneous income	2,930	13,845
Interest expense	<u>( 190,642)</u>	<u>( 204,207)</u>
Total other income (expense)	<u>( 187,712)</u>	<u>( 190,362)</u>
Net income (loss)	(50,059)	56,196
Owner's (deficiency), beginning of year	( 192,563)	( 144,287)
Owner's withdrawals	<u>          -</u>	<u>( 104,472)</u>
Owner's (deficiency), end of year	\$ <u>( 242,622)</u>	\$ <u>( 192,563)</u>
	=====	=====

See Accountants' report and notes to financial statements.

## AC TRUCKING

## STATEMENT OF CASH FLOWS

YEARS ENDED DECEMBER 31, 1990 AND 1989

	<u>1990</u>	<u>1989</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income (loss)	\$ (50,059)	\$ 56,196
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	146,367	114,058
(Increase) in trade accounts receivable	(134,598)	(121,260)
(Increase) decrease in other accounts receivable	6,200	(27,700)
Decrease in deposits	12,359	-
(Decrease) in trade accounts payable and accrued expense	( 10,436)	(130,681)
Net cash (used) in operating activities	( 30,167)	(109,387)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of equipment and building improvements	( 29,763)	(109,113)
Net cash (used) in investing activities	( 29,763)	(109,113)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from long-term debt	-	79,240
Repayment of long-term debt	( 49,734)	( 47,770)
Repayment of obligations under capital leases	( 99,127)	( 63,955)
Increase in cash due to affiliated companies	192,011	378,814
Withdrawals by owner	-	(104,472)
Net cash provided by financing activities	43,150	241,857
Increase (decrease) in cash	( 16,780)	23,357
Cash, beginning of year	33,775	10,418
Cash, end of year	\$ 16,995	\$ 33,775
	=====	=====

See Accountants' report and notes to financial statements.

AC TRUCKING

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 1990 AND 1989

1. Summary of significant accounting policies:

Property and equipment and depreciation and amortization:

Property and equipment are stated at cost. Depreciation and amortization are provided substantially on the straight-line method over the estimated useful lives of the related assets.

Loan fees and pre-opening costs:

Loan fees are being amortized using the straight-line method over the life of the loan. Pre-opening costs are being amortized using the straight-line method over five years.

2. Long-term debt:

	<u>1990</u>	<u>1989</u>
Collateralized by equipment:		
Note payable due in monthly installments of \$10,718 including interest at 4.5% over the monthly average yield of 6-month certificates of deposit (12.75% at December 31, 1990), due March, 1992	\$ 964,709	\$ 981,942
Note payable due in monthly installments of \$1,368 including interest at 12.5%, due September, 1992	26,570	38,816
Note payable due in monthly installments of \$1,783 including interest at 12.5% due February, 1994	55,709	69,206
Notes payable due in monthly installments of \$4,185 including interest at 12.7%, due September, 1995	178,287	-
Note payable due in monthly installments of \$1,909 including interest at 12.85%, due April, 1995	75,828	-
Lien payable due in semi-annual installments of \$1,044 plus interest at 10%, due November, 1994	8,349	-
	<u>1,309,452</u>	<u>1,089,964</u>
Current portion	<u>80,331</u>	<u>29,899</u>
	<u>\$1,229,121</u>	<u>\$1,060,065</u>
	=====	=====

See Accountants' Report

AC TRUCKING

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 1990 AND 1989

2. Long-term debt (continued)

Principal payments due on long-term debt in each of the following years are as follows:

1990		\$ 29,899
1991	\$ 80,331	33,894
1992	1,039,848	1,003,057
1993	77,323	19,603
1994	68,774	3,511
1995	43,176	-
	<u>\$1,309,452</u>	<u>\$1,089,964</u>
	=====	=====

3. Capital leases:

The Company has capitalized financing leases by recording the related asset and lease obligation on the accompanying balance sheet.

Capital leases included in equipment are as follows:

	<u>1990</u>	<u>1989</u>
Equipment under capital leases	\$307,148	\$429,580
Less accumulated amortization	<u>54,438</u>	<u>149,770</u>
	\$252,710	\$279,810
	=====	=====

See Accountants' Report

AC TRUCKING

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 1990 AND 1989

3. Capital leases (continued)

The Company is obligated for minimum rentals under capital leases of equipment expiring on various dates through 1995, as follows:

Years ending December 31,	<u>1990</u>	<u>1989</u>
1990		\$ 112,677
1991	\$ 90,901	58,804
1992	90,738	56,758
1993	84,228	46,528
1994	43,018	39,545
1995	<u>1,505</u>	<u>-</u>
	310,390	314,312
Less amount representing interest	<u>76,617</u>	<u>78,795</u>
Present value of net minimum lease payments	233,773	235,517
Less current portion	<u>52,134</u>	<u>82,373</u>
	\$ 181,639	\$ 153,144
	=====	=====

The interest rate used for capitalizing leases varies from 12.6% to 18.35%.

4. Pension plan:

The Company's money-purchase pension plan covers regular full-time employees who meet prescribed service requirements. The Company accounts for pension expense by means of a formula based on employee compensation and makes annual contributions equal to the amount determined by the formula.

See Accountants' Report

AC TRUCKING

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 1990 AND 1989

5. Related party transactions:

The Company rents its facilities on a month-to-month basis from the owner of the company and receives revenue from related companies.

The total revenues earned from related companies and rent paid to the owner for years ended December 31, 1990 and 1989 is as follows:

	<u>1990</u>	<u>1989</u>
Transfer station revenue	\$1,546,414	\$966,489
Facilities rent	\$ 50,861	\$ 78,171

The Company and six other companies are under the control of Ambrose Calcagno, Jr. Certain overhead expenses are shared among the companies and such transactions are accounted for using intercompany receivables and payables.

6. Supplemental disclosures of cash flow information:

The Company had noncash financing transactions relating to capital leases on new equipment of \$97,383 and purchases of new equipment of \$269,222 during the year ended December 31, 1990.

During 1990 interest paid is \$190,642.

See Accountants' Report



Meeting Date: July 25, 1991  
Agenda Item No. 6.3

ORDINANCE NO. 91-409



**METRO**

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

# Memorandum

**DATE:** July 18, 1991

**TO:** Metro Council  
Interested Persons

**FROM:** Paulette Allen, Clerk of the Council *PA*

**RE:** ORDINANCE NO. 91-409

The Council agenda will be printed before the Governmental Affairs Committee meets to consider the ordinance referenced above. Committee reports will be distributed in advance to Councilors and available at the Council meeting July 25.



**METRO**

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

# Memorandum

**DATE:** June 18, 1991  
**TO:** Metro Council  
**FROM:** Don Carlson *DC*  
**RE:** Ordinance No. 91-409 - Boundary Commission Terms

Ordinance No. 91-409 is scheduled for first reading at the June 27 Council meeting, and is expected to be referred to the Governmental Affairs Committee. This ordinance will change the ending dates of the terms of Boundary Commission members, in conformance with state law enacted in Senate Bill 299. That bill includes the provision - requested by Metro and included in our legislative package - that the terms of three Boundary Commission members expire each year, rather than six every two years.

Councilor Devlin has asked me to draft this memo advising you of this change so you can have the opportunity to suggest amendments in the ordinance to Governmental Affairs. The following is a listing of the current and proposed ending dates of Boundary Commission members' terms, by Council district:

<u>DISTRICT</u>	<u>CURRENT EXPIRATION</u>	<u>PROPOSED EXPIRATION</u>
1	1/92	1/93
2	1/92	1/92
3	1/94	1/94
4	1/94	1/95
5	1/92	1/93
6	1/92	1/92
7	1/92	1/93
8	1/92	1/92
9	1/94	1/95
10	1/94	1/94
11	1/94	1/94
12	1/94	1/95



**METRO**

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

# Memorandum

**DATE:** June 18, 1991

**TO:** Metro Council *R.D.*

**FROM:** Councilor Devlin

**RE:** ORDINANCE NO. 91-409 RELATING TO APPOINTMENT OF BOUNDARY COMMISSION MEMBERS

Please find attached a copy of Ordinance No. 91-409 which has been introduced to carry out statutory requirements relating to appointment of Boundary Commission members. Sections (1), (2) and (7) of A-Engrossed Senate Bill 299 amend the Boundary Commission statute (ORS 199.410 to 199.540) to make permanent the process of Council nominations and Executive Officer appointment of Boundary Commission members (see Exhibit A). Included in the legislation is a change in the terms of office for Boundary Commission members which provides for a more staggered system. Currently of the 12 positions, 6 are appointed each 2 years. Senate Bill 299 provides for these positions to be appointed each year. The legislation also requires that the Metro Council by ordinance will establish a procedure to set up the staggered term system.

Ordinance No. 91-409 incorporates statutory language in the Metro Code regarding the appointment process and qualifications of Boundary Commission members. It also establishes the terms of office for the Boundary Commission positions. Exhibit B attached provides information on the current status of the Boundary Commission membership including the Council district number, the names of current members, the term of office and the nominating Councilor.

RD:DEC:pa  
ORD91409.MEM

Attachments

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING )	ORDINANCE NO. 91-409
CHAPTER 2 OF THE METRO CODE TO )	
ESTABLISH THE APPOINTMENT )	Introduced by Councilor
PROCESS, QUALIFICATIONS, AND )	Devlin
TERMS OF OFFICE FOR MEMBERS OF )	
THE PORTLAND METROPOLITAN AREA )	
LOCAL GOVERNMENT BOUNDARY )	
COMMISSION )	

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:  
Section 1. Section 2.01.190 is hereby added to the Metro Code as follows:

2.01.190 Appointment Process, Qualifications and Terms of Office for Boundary Commission Members:

(1) As provided by Oregon Law;

(a) The Portland Metropolitan Area Local Government Boundary Commission shall have a number of members that is equal to the number of Councilors of the Metropolitan Service District.

(b) The members of that Boundary Commission shall be appointed by the Executive Officer of the Metropolitan Service District. The Executive Officer shall appoint members of a Boundary Commission from a list of individuals nominated by the Councilors of the District. Each Councilor shall nominate no fewer than three nor more than five individuals for appointment to the Boundary Commission. When first appointing all the members of Boundary Commission, the Executive Officer shall appoint one individual from among those nominated by each Councilor. Thereafter, as the term of a member of a Boundary Commission expires or as a vacancy occurs, the Executive Officer shall appoint an individual nominated by the Councilor or a successor who nominated the Boundary Commission member whose term has expired or who vacated the office. The Executive Officer shall endeavor to appoint members from various cities, counties and districts so as to provide geographical diversity of representation on the Boundary Commission.

(c) To be qualified to serve as a member of a commission, a person must be a resident of the area subject to the jurisdiction of the commission. A person who is an elected or appointed officer or employee of a city, county or district may not serve as a member of a commission. No more than two members of a commission shall be engaged principally in the buying, selling or developing of real estate for profit as individuals, or receive

more than one-half of their gross income as or be principally occupied as members of any partnership, or as officers or employees of any corporation, that is engaged principally in the buying, selling or developing of real estate for profit. No more than two members of a commission shall be engaged in the same kind of business, trade, occupation or profession.

(d) A member shall be appointed to serve for a term of four years. A person shall not be eligible to serve for more than two consecutive terms, exclusive of:

(i) Any service for the unexpired term of a predecessor in office.

(ii) Any term less than four years served on the commission first appointed.

(2) The terms of office of members of the Boundary Commission appointed prior to 1991 shall be as follows:

(a) Members appointed from nominations made by Councilors representing Council Districts 2, 6 and 8 shall serve from July 1, 1988 to January 1, 1992;

(b) Members appointed from nominations made by Councilors representing Council Districts 1, 5 and 7 shall serve from July 1, 1988 to January 1, 1993;

(c) Members appointed from nominations made by Councilors representing Council Districts 3, 10 and 11 shall serve from January 1, 1990 to January 1, 1994; and

(d) Members appointed from nominations made by Councilors representing Council Districts 4, 9 and 12 shall serve from January 1, 1990 to January 1, 1995.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
Tanya Collier, Presiding Officer

Attest:

\_\_\_\_\_  
Clerk of the Council

# A-Engrossed Senate Bill 299

Ordered by the House February 25  
Including House Amendments dated February 25

Printed pursuant to Senate Interim Rule 213.28 by order of the President of the Senate in conformance with pre-session filing rules, indicating neither advocacy nor opposition on the part of the President (at the request of Senate Interim Committee on Government Operations for Metropolitan Service District)

## SUMMARY

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

Continues beyond July 1, 1991, process for selection of members of boundary commission in Portland metropolitan area by executive officer of metropolitan service district.

**Provides procedure to stagger terms of office of boundary commission members.**

Provides that judicial review of ballot title or explanatory statement to be printed in voters' pamphlet for metropolitan service district measures shall be in circuit court for county in which district has its administrative office.

Provides that ordinances enacted by council of metropolitan service district take effect on 90th day after adoption except when other effective date is specified by majority vote of council.

Requires majority of council to declare emergency and provide for earlier effective date.

Allows majority of council to delay effective date of ordinance for more than 90 days.

Provides that district ordinance referred to voters either takes effect 30 days after voter approval or on later date specified in ordinance or becomes inoperative after voter rejection.

Allows council of metropolitan service district instead of Secretary of State to reapportion and describe 13 subdistricts into which the district will be divided on January 1, 1993.

Repeals statutory legal description of boundaries of metropolitan service district.

Declares emergency, effective July 1, 1991.

## A BILL FOR AN ACT

1

2 Relating to metropolitan service districts; creating new provisions; amending ORS 199.440, 251.285,  
3 268.360, 815.300 and section 2, chapter 321, Oregon Laws 1989; repealing ORS 268.125; and de-  
4 claring an emergency.

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

6 **SECTION 1.** ORS 199.440, as amended by section 12b, chapter 92, Oregon Laws 1989, and sec-  
7 tion 4, chapter 321, Oregon Laws 1989, is further amended to read:

8 199.440. (1) A boundary commission shall have seven members. However, if the population of  
9 the area subject to the jurisdiction of the commission exceeds 500,000 and if the area subject to its  
10 jurisdiction is wholly or partly situated within the boundaries of a metropolitan service district, the  
11 commission shall have a number of members that is equal to the number of councilors of the met-  
12 ropolitan service district.

13 (2) **Except as provided in subsection (3) of this section,** the Governor *[shall]* may appoint  
14 all members of a commission from a list of names obtained from cities, counties and districts within  
15 the area of jurisdiction of the boundary commission. The Governor shall prepare the list annually  
16 and keep it current so timely appointments will be made as vacancies occur. The Governor shall  
17 endeavor to appoint members from the various cities, counties and districts so as to provide ge-  
18 ographical diversity of representation on the commission.

19 (3) **When the area subject to the jurisdiction of a boundary commission is wholly or**

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

1 partly situated within the boundaries of a metropolitan service district organized under ORS  
 2 chapter 268, the members of that boundary commission shall be appointed by the executive  
 3 officer of the metropolitan service district. The executive officer shall appoint members of  
 4 a boundary commission from a list of individuals nominated by the councilors of the district.  
 5 Each councilor shall nominate no fewer than three nor more than five individuals for ap-  
 6 pointment to the boundary commission. When first appointing all the members of a boundary  
 7 commission, the executive officer shall appoint one individual from among those nominated  
 8 by each councilor. Thereafter, as the term of a member of a boundary commission expires  
 9 or as a vacancy occurs, the executive officer shall appoint an individual nominated by the  
 10 councilor or a successor who nominated the boundary commission member whose term has  
 11 expired or who vacated the office. The executive officer shall endeavor to appoint members  
 12 from various cities, counties and districts so as to provide geographical diversity of repre-  
 13 sentation on the boundary commission.

14 [(2)] (4) To be qualified to serve as a member of a commission, a person must be a resident of  
 15 the area subject to the jurisdiction of the commission. A person who is an elected or appointed of-  
 16 ficer or employee of a city, county or district may not serve as a member of a commission. No more  
 17 than two members of a commission shall be engaged principally in the buying, selling or developing  
 18 of real estate for profit as individuals, or receive more than half of their gross income as or be  
 19 principally occupied as members of any partnership, or as officers or employees of any corporation,  
 20 that is engaged principally in the buying, selling or developing of real estate for profit. No more  
 21 than two members of a commission shall be engaged in the same kind of business, trade, occupation  
 22 or profession.

23 [(3)] (5) A member shall be appointed to serve for a term of four years. A person shall not be  
 24 eligible to serve for more than two consecutive terms, exclusive of:

- 25 (a) Any service for the unexpired term of a predecessor in office.
- 26 (b) Any term less than four years served on the commission first appointed.

27 [(4)] (6) A commission may declare the office of a member vacant for any cause set out by ORS  
 28 236.010 or for failure, without good reason, to attend two consecutive meetings of the commission.  
 29 A vacancy shall be filled by the Governor or by the executive officer of a metropolitan service  
 30 district, by appointment for the unexpired term. If the Governor or the executive officer has not  
 31 filled a vacancy within 45 days after the vacancy occurs, then, and until such time as the vacancy  
 32 is filled, the remaining members of a commission shall comprise and act as the full membership of  
 33 the commission for purposes of ORS 199.445.

34 **SECTION 2.** The amendments to ORS 199.440 by section 1 of this Act are not intended to affect  
 35 the provisions of sections 1 and 14, chapter 882, Oregon Laws 1987.

36 **SECTION 3.** ORS 251.285 is amended to read:

37 251.285. (1) The Secretary of State shall have printed in the voters' pamphlet prepared for a  
 38 general or special election any county measure or any measure of a metropolitan service district  
 39 organized under ORS chapter 268, and the ballot title, explanatory statement and arguments relating  
 40 to the measure, if the requirements of this section are satisfied.

41 (2) The county or district measure, ballot title, explanatory statement and arguments shall not  
 42 be printed in the voters' pamphlet unless:

- 43 (a) The ballot title is a concise and impartial statement of the purpose of the measure;
- 44 (b) The explanatory statement is an impartial, simple and understandable statement explaining



1 the measure and its effect;

2 (c) The county or metropolitan service district adopts and complies with an ordinance that  
3 provides a review procedure for a ballot title or explanatory statement which is contested because  
4 it does not comply with the requirements of paragraph (a) or (b) of this subsection;

5 (d) The county or metropolitan service district adopts and complies with an ordinance that  
6 provides for acceptance of typewritten arguments relating to the measure to be printed on 29.8  
7 square inches of the voters' pamphlet; and

8 (e) The county or metropolitan service district does not require of a person filing an argument  
9 a payment of more than \$300, or a petition containing more than a number of signatures equal to  
10 1,000 electors eligible to vote on the measure or 10 percent of the total of such electors, whichever  
11 is less.

12 (3) Any judicial review of a determination made under the review procedures adopted under  
13 paragraph (c) of subsection (2) of this section shall be first and finally in the circuit court of the  
14 judicial district in which the county is located or, for a district measure, in the circuit court [*for the*  
15 *most populous county situated within*] of the judicial district in which the administrative office  
16 of the metropolitan service district is located.

17 (4) If the county or metropolitan service district has adopted and complied with ordinances  
18 prescribed in subsection (2) of this section, the decision to include the county or district measure,  
19 ballot title, explanatory statement and arguments in the voters' pamphlet shall be made by:

20 (a) The county governing body with regard to any county measure or the council of the metro-  
21 politan service district with regard to any district measure;

22 (b) The chief petitioners of the initiative or referendum with regard to a county or district  
23 measure initiated or referred by the people. The chief petitioners shall indicate their decision in a  
24 statement signed by all of the chief petitioners and filed with the county clerk or, for a district  
25 measure, with the executive officer of the metropolitan service district; or

26 (c) A political committee, as defined in ORS 260.005, that opposes the county or district measure.  
27 The committee shall indicate its decision in a statement signed by every committee director, as de-  
28 fined in ORS 260.005, and filed with the county clerk or, for a district measure, with the executive  
29 officer of the metropolitan service district.

30 (5) The county or metropolitan service district shall file the measure, ballot title, explanatory  
31 statement and arguments with the Secretary of State not later than the 70th day before the general  
32 election or the 68th day before a special election held on the date of any primary election. The  
33 county or district shall pay to the Secretary of State the cost of including the county or district  
34 material in the pamphlet as determined by the secretary. The Secretary of State shall not have this  
35 material printed in the pamphlet unless:

36 (a) The time for filing a petition for judicial review of a determination made under paragraph  
37 (c) of subsection (2) of this section has passed; and

38 (b) The measure, title, statement and arguments properly filed with the county or metropolitan  
39 service district, are delivered to the secretary.

40 SECTION 4. ORS 268.360 is amended to read:

41 268.360. (1) For purposes of its authorized functions a district may exercise police power and in  
42 so doing adopt such ordinances as a majority of the members of its [*governing body*] council con-  
43 siders necessary for the proper functioning of the district. All legislative acts shall be by ordinance  
44 and all such ordinances shall be adopted in the manner provided in ORS, chapter 198, except where

1 in conflict with this section.

2 (2) Unless otherwise specified by the [governing body] council in the ordinance, an ordinance  
 3 shall become effective [upon its adoption. If the council refers an ordinance to the electors or if a  
 4 proper referral petition containing the appropriate number of valid signatures is filed, except ordi-  
 5 nances making appropriations or effecting an annual tax levy, the ordinance shall become inoperative  
 6 and the effective date shall be suspended. An ordinance referred by the council or by action of the  
 7 electors shall become effective when approved by a majority of the electors voting on the question] on  
 8 the 90th day after its adoption. If an ordinance is vetoed by the executive officer and the veto  
 9 is overridden by the council, the date of adoption shall be the date on which the veto is  
 10 overridden. Except as provided in ORS 268.465 and 268.507, the council by a majority vote of  
 11 its members may declare that an emergency exists in which case an ordinance may take  
 12 effect immediately or in less than 90 days. The council by a majority vote of its members  
 13 may prescribe that an ordinance take effect later than the 90th day after its adoption. If the  
 14 council refers an ordinance to the electors, the ordinance shall become effective on the 30th  
 15 day after its approval by a majority of the electors voting on the measure or on a later date  
 16 specified in the ordinance. If a referendum petition, other than a petition referring an ordi-  
 17 nance declaring an emergency, is filed with the filing officer not later than the 90th day after  
 18 the adoption of the ordinance and before the ordinance takes effect, the effective date of the  
 19 ordinance shall be suspended. An ordinance referred by a proper referendum petition shall  
 20 become inoperative and shall not take effect if a majority of the electors voting on the  
 21 measure reject the ordinance.

22 (3) In addition to the provisions of ORS 268.990, violation of the district's ordinances may be  
 23 enjoined by the district upon suit in a court of competent jurisdiction.

24 (4) In addition to any other penalty provided by law, any person who violates any ordinances  
 25 or order of the district pertaining to one or more of its authorized functions shall incur a civil  
 26 penalty not to exceed \$500 a day for each day of violation.

27 (5) The civil penalty authorized by subsection (4) of this section shall be established, imposed  
 28 and collected in the same manner as civil penalties are established, imposed and collected under  
 29 ORS chapter 468.

30 SECTION 5. Section 2, chapter 321, Oregon Laws 1989, is amended to read:

31 Sec. 2. (1) Notwithstanding ORS 268.150 (2), the council of the metropolitan service district  
 32 shall not reapportion the 12 subdistricts of the metropolitan service district following the  
 33 1990 federal decennial census. In lieu of such reapportionment, not later than [January 1,] the  
 34 250th day before the date of the regular primary election in 1992, the [Secretary of State]  
 35 council shall describe the 13 subdistricts into which the district will be divided on [January 1,] the  
 36 first Monday in January 1993. When describing the 13 subdistricts under this section, the [Secre-  
 37 tary of State] council shall satisfy the requirements of ORS 268.150 (2). The description of 13  
 38 subdistricts under this subsection and the assignment of councilors to subdistricts under  
 39 subsection (4) of this section shall be accomplished in one legislative enactment by the  
 40 council.

41 (2) Candidates for the office of councilor at the first regular primary election after [the effective  
 42 date of this Act] July 1, 1991, shall be nominated from the subdistricts described under subsection  
 43 (1) of this section and shall be elected from such subdistricts.

44 (3) Notwithstanding subsections (1) and (2) of this section, a person serving as councilor of a

1 metropolitan service district on [the effective date of this Act] July 1, 1991, shall continue to reside  
2 in and represent the subdistrict to which the person was elected until the first Monday in January  
3 1993.

4 (4) [Not later than February 1, 1992,] Each councilor of a metropolitan service district whose  
5 term continues beyond the first Monday in January 1993, shall be specifically assigned to a subdis-  
6 trict described by the [Secretary of State] council under subsection (1) of this section for that portion  
7 of the councilor's term that extends beyond the first Monday in January 1993. [The council of the  
8 metropolitan service district shall make the assignments to subdistricts required by this subsection.]

9 (5) Except for a candidate seeking election for the unexpired term of a councilor who  
10 vacated the office, each candidate for the office of councilor who is elected to that office at the  
11 regular general election in 1992 shall hold office for a term of four years beginning on the first  
12 Monday in January 1993.

13 (6) On [January 1,] the first Monday in January 1993, the district shall be divided into the 13  
14 subdistricts described by the [Secretary of State] council under subsection (1) of this section.

15 SECTION 6. ORS 815.300 is amended to read:

16 815.300. This section establishes exemptions from the requirements under ORS 815.295 to be  
17 equipped with a certified pollution control system. Exemptions established by this section are in  
18 addition to any exemptions established by ORS 801.026. The exemptions established in this section  
19 are also applicable to requirements for certification of pollution control equipment before registra-  
20 tion under ORS 803.350 and 803.465. All of the following vehicles are exempt from the requirements  
21 under ORS 815.295:

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

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

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

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

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

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

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

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

37 (7) Fixed load vehicles.

38 (8) Vehicles that are proportionally registered under ORS 768.007 and 768.009 in accordance  
39 with agreements established under ORS 768.005.

40 (9) Electric motor vehicles.

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

43 SECTION 7. Notwithstanding ORS 199.440 (5), as amended by section 1 of this Act, the term  
44 of office of each of six members of a boundary commission appointed by the executive officer of a

1 metropolitan service district on or before January 1, 1991, shall be extended for one additional year  
2 so that the terms of three of the members originally appointed to serve four-year terms commencing  
3 prior to January 1, 1991, shall terminate in each year commencing in 1992. The council of the met-  
4 ropolitan service district, by ordinance, shall provide the procedure for determining which members  
5 shall serve extended terms under this section.

6 **SECTION 8.** ORS 268.125 is repealed.

7 **SECTION 9.** This Act being necessary for the immediate preservation of the public peace,  
8 health and safety, an emergency is declared to exist, and this Act takes effect July 1, 1991.

9

EXHIBIT B

<u>COUNCIL DISTRICT</u>	<u>COMMISSION MEMBER</u>	<u>TERM OF OFFICE</u>	<u>NOMINATED BY</u>
1	Marilyn Helzerman	7/88 to 1/92	Councilor Ragsdale
2	Wayne Atteberry	7/88 to 1/92	Councilor Waker
3	Eleanor Davis	1/90 to 1/94	Councilor Gardner
4	Norma Oyler	1/90 to 1/94	Councilor Devlin
5	Thomas Whittaker	7/88 to 1/92	Councilor DeJardin
6	Murlin Litson	7/88 to 1/92	Councilor Van Bergen
7	Richard Weill	7/88 to 1/92	Councilor Kelley
8	John Hall	7/88 to 1/92	Councilor M. Bonner
9	Donald Johnson	1/90 to 1/94	Councilor Collier
10	Robert Bouneff	1/90 to 1/94	Councilor Buchanan
11	Sy Kornbrodt	1/90 to 1/94	Councilor Knowles
12	Raymond Bartel	1/90 to 1/94	Councilor G. Hansen

Meeting Date: July 25, 1991  
Agenda Item No. 7.1

RESOLUTION NO. 91-1478



**METRO**

# Memorandum

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

**DATE:** July 18, 1991

**TO:** Metro Council  
Interested Parties

**FROM:** Paulette Allen, Clerk of the Council *PA*

**RE:** RESOLUTION NO. 91-1478

The Council agenda will be printed before the Regional Facilities Committee meets to consider the resolution referenced above on July 23. Committee reports will be distributed in advance to Councilors and available at the Council meeting July 25.



**METRO**

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

# Memorandum

**DATE:** July 3, 1991  
**TO:** Regional Facilities Committee  
**FROM:** Casey Short, Council Analyst *CS*  
**RE:** Analysis of Resolution No. 91-1478, Purchase of the  
Sears Building for Development as Metro Headquarters

Resolution No. 91-1478 would authorize execution of a sales agreement and payment of \$250,000 in earnest money to Pacific Development, Inc. (PDI) for Metro's purchase of the Sears Building. It would also authorize preparation of a Request For Proposals for renovation of the building, with the intention of awarding a contract for renovation and completing the sales agreement by mid-October, 1991. This memo is the Council staff's analysis of the proposal.

## BACKGROUND

In May, 1990 a Building Relocation Task Force was formed to investigate alternatives for housing Metro's administrative offices. The Task Force, consisting of Presiding Officer Collier, Councilors DeJardin and Bauer, Executive Officer Cusma, and staff members, agreed to a set of Objectives and Criteria (Attachment A) that included a preference for siting a Metro Headquarters facility near the Oregon Convention Center on Portland's east side. The Task Force received comparative information on 22 potential sites, selected seven of these for further investigation, and chose the Sears building as the facility that most closely met the objectives and criteria. (It should be noted that the information gathered in this process was obtained on an informal basis, not on the basis of actual proposals.)

Council approved Resolution No. 90-1338 in September 1990, authorizing a sales agreement for acquisition of the Sears facility, and directing the staff to perform due diligence activities to determine the suitability and affordability of the facility. \$65,000 was allocated for the due diligence activities. The due diligence period was to last until December 17, 1990, but was extended to April 30, 1991 under the provisions of Resolution No. 90-1357A and with the agreement of Pacific Development. Council subsequently approved Resolution No. 91-1393 in February 1991, authorizing an additional \$85,000 for due diligence work.



Staff and consultants presented a report to the Building Relocation Task Force in March, 1991. That report estimated the cost of the project to be approximately \$26 million. The conclusion was that the Sears project was not affordable and staff recommended Metro inform PDI that we would not be pursuing the project any further. The Task Force concurred with the recommendation.

#### CURRENT STATUS

The current proposal is a modification of one submitted by H. Naito Properties. The original Naito proposal called for the Naito company to buy and renovate the Sears building, and sell it to Metro. Legal counsel advised that this proposal was not legal because the renovation would have to be publicly bid. The revised proposal calls for Metro to buy the building from PDI and issue an RFP for the renovation.

Based on the Naito proposal, staff estimates the total cost of the building project to be in the neighborhood of \$15-16 million. The principal differences between the latest proposal and the original proposal that was deemed too expensive are that the current proposal includes only an option on the parking structure rather than its purchase; development of only the upper two floors as office space and the lower two floors as parking; and consequent absence of surplus space that the original proposal would have required Metro to lease, generally at a loss.

Usable space in the top two floors of the Sears building will be approximately 76,000 square feet. Metro uses 34,000 square feet in its current location, and the space plan prepared as part of the due diligence process outlined needs for 67,000 square feet. (The 34,000 figure is low, given the planned move of the Transportation Department to occupy 6,000+ square feet of nearby space.)

#### ISSUES

There seems to be consensus that Metro's current office space is inadequate and we should move to larger quarters. Expansion in any form will cost the departments more money - this includes not only the occupants of Metro Center but also the satellite departments such as MERC and the Zoo who will pay higher transfers. If we accept the need to expand to roughly double our current space, there are a few issues to resolve before going forward on the Sears project.

1. Is the Sears facility clearly the best alternative for a new Metro headquarters?

This issue breaks down into several separate issues. First is the simple question of geography. The May 31, 1990 Objectives and Criteria to which the Task Force agreed establish a clear preference for an eastside Portland location near the Convention Center. These criteria have not been formally reviewed nor adopted by the Council, yet have served as a basis for work done to date in investigating alternatives. Is it the Council's conclusion that the siting criteria are appropriate, and that an inner eastside location is preferable? Would such a location be preferable if another site were identified that was less expensive, in a central location such as the central business district?

Second, is it Council's conclusion that the Sears facility should be considered at the exclusion of any other proposals? Following the expiration of the due diligence period and the decision to drop Sears from consideration (at least temporarily), staff was approached about the possibility of considering other proposals for developing a Metro headquarters facility on the west side. The focus of Metro's efforts for the past several months has been exclusively on the Sears facility - are we ignoring the potential of a more attractive offer by limiting our research to that facility? Do we want to open the process now to evaluate our options before making a final decision?

Third is the question of renovation versus new construction. A strong argument has been made in favor of renovating Sears in order to bring activity to the Lloyd District in a building that has stood vacant for several years. The value to the area of restoring that building cannot be denied. New construction, however, was estimated to be considerably cheaper than the first Sears proposal and would likely be of comparable or lower cost than the current proposal. If Metro could build a new facility at less cost than the Sears renovation, would the prudent expenditure of public dollars be as compelling an argument in favor of new construction as restoring the Sears building is in favor of renovation?

The questions surrounding the proposal to buy and renovate the Sears building can be distilled into one basic question: Has our research clearly identified the Sears facility as the best alternative for Metro? The proposal before you addresses Metro's current space needs, and provides the capacity for future expansion. It does not, however, clearly demonstrate that purchase and renovation of that facility is the best available opportunity: it may be, but in the absence of a full analysis of

other alternatives, the Council cannot be certain. Your policy decision is to determine whether to commit to the Sears alternative as an acceptable - or even preferable - solution to Metro's space problems, or take action necessary to find what can be demonstrated to be the best solution. If the Council determines that the process should be expanded, one approach would be to issue an RFP to meet the agency's needs as defined by the Council.

2. Is the Sears Building affordable?

In the analysis leading to rejection of the original Sears proposal, information was generated showing the proposal's financial impact on Metro's departments. Comparable information is not included with the materials submitted for committee review. Is such information available? If so, what are the effects on the departments? In a broader sense, what criteria are used to determine affordability, and does this proposal meet those criteria?

3. Regardless of the option chosen, how should the debt service be structured?

Attachment B shows two alternatives for structuring debt service. Finance staff is recommending the "ramped debt service" alternative, which would be lower cost (both in total and per square foot) in the first five years but higher in the out years. Debt service payments under this alternative would begin at approximately \$800,000 and increase at roughly a 4% rate each year, reaching a level of \$1.9 million in year 24. (Estimated net annual costs for debt service, operations, capital and contingency would correspondingly range from \$1.1 million to \$2.9 million.) The flat debt service alternative would have constant debt service payments each year, at an estimated level of \$1.125 million. (Total annual costs under this alternative range from \$1.4 million to \$2.1 million.)

Total debt service payments under the ramped approach are estimated at \$34.2 million, with a net present value of \$13.7 million. Under the flat approach the total debt service is estimated at \$28.1 million, with a net present value of \$12.8 million.

The argument for ramped debt service is that it is cheaper in the early years, and increases with inflation; Metro's costs per square foot would remain comparable with estimated market costs. Early year costs are an issue for Metro's departments, because they will be absorbing significantly higher costs in any case due to the increase in space: even under this alternative,

the costs will jump in the first year from \$645,000 (91-92 budget) to \$1.1 million. The down side to this alternative is the long range cost. Under the more typical flat rate alternative, which is similar to a fixed-rate home mortgage, total costs are lower, passing the break-even point in total expenditures in year 14.

The policy question here is how does the Council want to structure the building payments? The ramped alternative provides an easier entry into the building, but at the cost of higher payments over the course of the financing agreement. The flat rate alternative represents lower overall costs, but imposes a serious financial strain on the operations of the District at the outset, which is exacerbated by the current financial problems at MERC and the Zoo.

4. What assurances or contingencies are proposed for leasing the space at the current Metro Center?

In the deliberations surrounding the first Sears proposal, there was a good deal of discussion regarding the alternatives for sub-leasing the space at 2000 SW First. Our lease runs to 1996, and the proposed date of moving to Sears is December 1992. Arrangements need to be made to find tenants for this building, preferably with PDI's assistance as a way to facilitate the sale of their property. If no arrangements have been made, estimates of the increased costs required to uphold our lease agreement should be included in the projections of the early year costs.

5. Why are the operating costs for the Sears Building projected to be lower than those for Metro's current building?

The FY 91-92 budget for Metro Center in the Building Management Fund is \$685,483. If we subtract from that the lease payment (\$290,760) and property taxes (\$16,600) the resulting budget for operations is \$378,123, including \$40,000 for capital.

The Finance Department has prepared a space cost analysis that includes an estimate of Operating Costs for the Sears Building. That operating cost estimate is \$240,657, plus \$25,000 in capital and \$13,283 in contingency, for a total operating budget of \$278,940. Why are the operating costs so much lower for the Sears Building, especially for a building that is considerably larger than the current Metro Center?

Attachment A

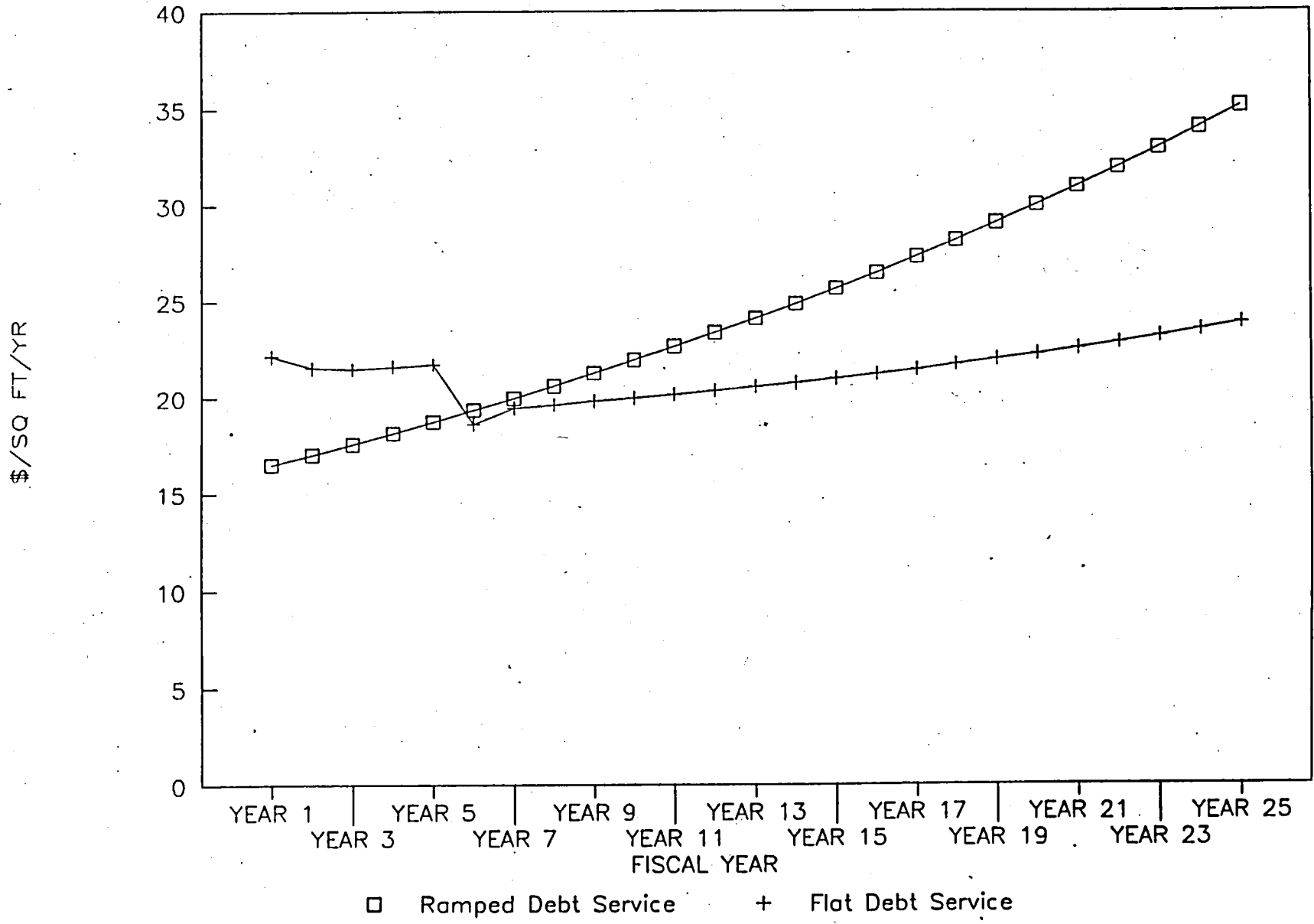
METRO CENTER RELOCATION TASK FORCE  
OBJECTIVES AND CRITERIA

May 31, 1990

- A. Establish a stronger regional identity for Metro.
- Location preferably near the Convention Center site.
  - Quality of space appropriate for government offices.
  - Easily accessible from all parts of the region.
- B. Support public policies promoting eastside development.
- Promote redevelopment sparked by the Oregon Convention Center.
- C. Serve as an environmentally and socially concerned model office.
- Location on or near mass transit routes.
  - Complete recycling facilities.
  - Attention to health considerations (e.g., lighting, HVAC, noise, etc.).
  - Day care facilities.
  - Energy efficient building.
  - Fitness facilities (showers and workout areas).
  - Fully handicapped accessible.
- D. Provide adequate space and parking to meet current and future needs.
- Provide opportunity for sharing offices with Metro ERC.
  - Provide overflow parking for the Oregon Convention Center.
  - Provide free parking for Metro visitors.
  - Provide contiguous space on preferably two floors, maximum three.
  - Provide option to expand space.
  - Provide a minimum 50,000 sq. ft. of office, meeting and storage space for immediate needs.
  - Provide up to 45,000 sq. ft. of office, meeting and storage space for long-term needs.
  - Provide for Metro ownership.
- E. Minimize the disruption and cost impacts of an office move.
- Package must address Metro's lease obligations at current location.
  - Costs similar to Metro Center at about \$12.00 per sq. ft.

# COST FOR BUILDING SPACE

USING TOP TWO FLOORS OF SEARS BUILDING



**BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT**

**FOR THE PURPOSE OF AUTHORIZING )  
THE EXECUTION OF A SALE )  
AGREEMENT FOR THE ACQUISITION OF )  
THE SEARS FACILITY )**

**RESOLUTION NO. 91-1478  
Introduced by Rena Cusma,  
Executive Officer**

WHEREAS, in October 1990 the Council of the Metropolitan Service District approved Resolution No. 90-1338 which authorized the execution of a sale agreement for the acquisition of the Sears facility as the site for Metro's administrative offices; and

WHEREAS, Resolution No. 1338 provided for a due diligence period which conditioned the closing of the sale agreement by a determination by Metro of the suitability of the Sears facility as the Metro headquarters facility; and

WHEREAS, upon completion of the extended due diligence efforts, Metro's Relocation Task Force informed the owners of the Sears facility that the study had shown that the Sears facility, including the adjacent garage, was not economically suitable and allowed the initial sale agreement to lapse; and

WHEREAS, the owners of the Sears facility have responded with a proposal which would now permit economically acceptable development of the Sears facility, excluding the adjacent garage, as the Metro headquarters building; and

WHEREAS, the Executive Officer has reviewed the proposal and recommends the execution of a sale agreement, attached as Exhibit A, which provides for the closing of the sale of the Sears facility upon the satisfactory receipt by Metro of proposals to renovate the Sears building into Metro headquarters and for an independent series of options to purchase the adjacent garage facility; and

WHEREAS, Metro staff commenced the preparation of an RFP for the renovation of the Sears building and expect to file with the Council the completed RFP by mid-August 1991.

BE IT RESOLVED, that the Council of the Metropolitan Service District hereby authorizes the Executive Officer to execute the the attached sale agreement and promissory note for the acquisition of the Sears facility and authorizes the Executive Officer to direct the preparation of an RFP for the renovation of the Sears Facility.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_ day of July, 1991.

\_\_\_\_\_  
Tanya Collier  
Presiding Officer

# EXHIBIT A

(to be furnished)



## STAFF REPORT

### CONSIDERATION OF RESOLUTION 91-1478 FOR THE PURPOSES OF AUTHORIZING EXECUTION OF A SALE AGREEMENT FOR THE ACQUISITION OF THE SEARS FACILITY EXCLUDING THE ADJACENT PARKING GARAGE AND FOR THE PREPARATION OF AN RFP FOR THE RENOVATION OF THE SEARS FACILITY.

---

Date: July 1, 1991

Presented by: Neil Saling

#### FACTUAL BACKGROUND AND ANALYSIS

At its October 11, 1990 meeting, the Metro Council approved Resolution No. 90-1338 authorizing the Executive Officer to execute a sale agreement for the Sears facility and the adjacent parking structure. The sale agreement provided for a due diligence period during which Metro employed various consultants to study the suitability of the Sears facility as the new Metro headquarters location. Upon the conclusion of the initial 67 day due diligence period, three areas of potential risk were identified. These were: (1) excess space to be leased at Sears and Metro Center; (2) uncertain financing climate and (3) higher than anticipated project costs. Staff recommended extending the due diligence period.

By Resolution No. 90-1357, the Council authorized the amendment of the sale agreement by extending the due diligence period until April 30, 1991. The purpose of the extension was to allow time to more fully review the potential risks and to allow a more informed decision. A final report, made to the Relocation Task Force on March 22, 1991, indicated that progress had been made in two of three areas of concern. Specifically, significant advances had been made in regards to the pre-leasing activity at both Sears and at Metro Center and the financial market had become more stable. However, project costs had not been lowered significantly.

The Relocation Task Force determined that the estimated project costs were too great to justify continuing with the proposed development scheme and allowed the April 30, 1991 deadline of the sale agreement to lapse.

An unsolicited proposal has recently identified a potential development scheme which would reduce the project costs significantly. The modified development scheme would re-configure the lower two levels of the Sears

facility for parking and would sever the adjacent garage from the transaction via an independent purchase option. This scheme allows for adequate parking capacity (approximately 220 spaces) for Metro's needs within the Sears building itself without relying on parking availability in the adjacent garage. The upper two levels of approximately 76,000 square feet would be renovated for Metro's office requirements, allowing for approximately 15,000 square feet of future expansion space on those floors. In the event long range future expansion required more than the immediately available 15,000 square feet, Grand Avenue level parking could be displaced to accommodate the added requirements. It is anticipated that this displacement of Grand Avenue parking could be done in two blocks of 30,000 square feet each as required. A commitment to replace this Grand Avenue parking with parking in the adjacent garage could be negotiated with the property owner.

Staff has estimated project costs of the modified development scheme (excluding the garage) to approximate \$14.5 to \$15.2 million. Furniture, fixtures and equipment (FFE) costs have not been included. These project costs equate to an initial square foot rate of approximately \$16.50 when a ramping of costs is employed to mirror the projected cost of living increases. This effective rate, although somewhat higher than the approximately \$15 per square foot current rate occasioned at Metro Center, is significantly reduced from the projected \$21 to \$22 per square foot rates under the initial Sears development scenario.

Based on significantly reduced project costs, project staff have renegotiated a sale agreement with the owner, Pacific Development, Inc. (PDI). A Letter of Intent which outlines the conceptual provisions of the sale agreement has been executed by the Executive Officer and is attached as Enclosure 1. The primary distinctions from the initial sale agreement are (1) the deposit requirement, (2) the hazardous waste cap, and the (3) garage purchase option. The sale agreement is structured to allow for initiation of a competitive RFP process for the building renovation prior to the scheduled closing in November 1991.

The deposit requirement would necessitate the payment of \$250,000 by Metro upon execution of the sale agreement which would be non-refundable except if PDI terminates the agreement. In the event the sale is closed, the \$250,000 deposit would be applied to the purchase price of \$2,550,000. The previous sale agreement did not require a non-refundable deposit of this magnitude.

The hazardous waste cap requires PDI to pay for all hazardous waste remediation up to \$250,000. Metro has the option to pay for any costs above the \$250,000 cap. The previous agreement required PDI to remove all hazardous waste at their expense without any reference to a dollar cap. The firm of Dames & Moore estimates that the cost of removal of known

hazardous materials (underground storage tanks and asbestos) is approximately this amount.

The garage purchase element provides for six 6-month options beginning in October 1991 at an option price of \$50,000 per option. The purchase price of the garage begins at \$2,600,000 and escalates at 5% per six-month period. The sum of the initial garage purchase price (\$2.6 million excluding option price of \$50,000) and the Sears building (\$2.55 million) purchase price are equal to the previous sale agreement combined purchase price of \$5,150,000.

The Relocation Task Force previously recommended the renegotiation of a suitable purchase option with PDI which includes an independent element for the garage facility and the simultaneous preparation by Metro staff of an RFP for the renovation services. It is intended that the sales agreement would not be finally closed until such time as a satisfactory proposal for renovation was received.

RECOMMENDATION:

The Executive Officer and the Relocation Task Force recommend approval of Resolution No. 91-1478 by the Metro Council.

June 26, 1991

Mr. William C. Scott  
 President, Pacific Development, Inc.  
 825 NE Multnomah, Suite 1275  
 Portland, Oregon 97232

**COPY**

RE: Response to Sears Building/Garage letter, dated 6/19/91

Dear Bill:

Thank you very much for your timely response regarding Metro's potential acquisition of the Sears Building/Garage. The following points clarify and delete items which are necessary for Metro to consider the purchase.

**OPTION 1: SEARS BUILDING AND LAND \$ 2,550,000****Close:**

\$250,000 non-refundable cash in escrow on or before July 31, 1991. ~~All contingencies shall be removed by Metro by September 31, 1991.~~ Balance in cash closing on or before December 15, 1991. *was*

**Hazardous Waste:**

Pacific Development, Inc. will remove all hazardous materials. Should projected hazardous waste removal direct costs exceed \$250,000, Pacific Development, Inc. reserves the right to terminate offer, unless Metro is willing to cover direct costs above \$250,000. *October was*

**Parking:**

Commencing upon occupancy (anticipated on or before 12/92), Metro has the right to lease up to 100 stalls in the adjacent garage facility for use during normal business hours.

**Additional Parking Capacity:**

In addition, Pacific Development, Inc. will commit the majority of the Sears Garage capacity during non-business hours for District events, subject to conditions to be negotiated. Such conditions include Pacific Development, Inc. management of the facility (until Metro purchase) and receipt of profits from said non-business hour use. ~~Pacific Development, Inc. will pay to Metro 25% of the net proceeds from such non-business hour use.~~ *was*

**Grand Avenue Replacement Parking Requirement:**

Upon commencement of construction to remodel the Grand Avenue level of the Sears Building for office occupancy, Metro shall have the option to lease an additional 100 parking stalls on a "use or lose" basis under the same terms and conditions as the initial 100 stalls.

KOIN Center

222 S.W. Columbia

Suite 204

Portland, Oregon

97201-6602

Fax: 503.227.2447

Office: 503.221.2900

COPY

Mr. William Scott  
June 26, 1991  
page 2

**Monthly Parking Rates:**

Through out the term of the parking agreement prior to Metro purchase, the initial garage rate for Metro shall be \$56.00/stall/month, subject to increases annually to the then fair market, capped at 8% for any given year. For purposes of setting fair market, Jan 1, 1992 rental rates are \$56.00/stall/month. The Cap rate herein shall remain in effect throughout initial 36 month term.

**Term of Parking Agreement:**

Initial term of 36 months, commencing upon Metro's occupancy of the Sears Building (anticipated 12/92), subject to early termination by Metro acquisition.

**Parking Renewal Option:**

Should Metro not exercise the option to purchase Option 2 listed below, the initial term shall be extended by 7 years. Three (3) additional consecutive five (5) year renewal options shall be offered at the then current fair market monthly parking rates for a total parking commitment term of 25 years. This renewal option includes the initial 100 stalls and the subsequent additional stalls of 100, with a total of 200 stalls.

**OPTION 2: GARAGE FACILITY**

**Close:**

Metro shall have six (6), six (6)-month options to purchase the Sears Garage commencing September 15, 1991. Purchase price shall be as indicated in your letter dated June 19, 1991. Each 6-month option period commencing September 15, 1991 shall require the payment of \$50,000 option fee payable prior to the option. The first two option periods from December 15, 1991 to December 14, 1992 shall be free (without option deposit), assuming that Metro closes on the Sears Building. All accumulated totals of these option fee shall be deducted from purchase price at closing. Purchase price as per June 19, 1991 Pacific Development, Inc. letter.

**State Parking Requirement:**

Metro will assume the State Office Building parking obligation upon acquisition of the garage not to exceed 356 stalls on a "use or lose" basis, with an initial parking charge of \$51.00 or \$56.00 per stall, depending on management.

**Hazardous Waste:**

Pacific Development, Inc. shall complete all hazardous, waste removal prior to closing, including all underground tanks, at Pacific Development, Inc.'s

COPY

Mr. William Scott  
June 26, 1991  
page 3

expense. Should projected hazardous waste removal exceed \$250,000, Pacific Development, Inc. reserves the right to terminate the offer unless Metro is going to cover additional costs.

**Interim Space Requirement:**

An interim use requirement cannot be a consideration in this acquisition.

26 was  
he

This proposal is subject to approval by Pacific Development, Inc. Board of Directors and Metro Council. Metro Council is expected to act by July 12, 1991. Prior to the Board and Council's approval, no other offer for sale or lease will be made by either party.

I am hopeful that the clarifications and deletions in this letter will be met favorably by Pacific Development, Inc. and that the next action will be to document the agreement between the parties and prepare for the respective Board Council meetings. Please let me know your response as soon as possible.

As an indication of good faith between the parties each shall endorse this proposal in the appropriate area below.

Best regards,

*[Signature]*  
Mark R. Madden  
President

MM/mm

cc: Mr. Brad Pihas, Senior Associate, CB Commercial  
Mr. Kirk Taylor, Vice President, CB Commercial

Concept in agreement as of \_\_\_\_\_ by \_\_\_\_\_

*[Signature]*  
Metro

Concept in agreement as of \_\_\_\_\_ by \_\_\_\_\_

*[Signature]*  
Pacific Development, Inc.

(Property)

he  
was

The foregoing, subject to changes or clarifications on the attached addendum, is agreeable in

WS

ADDENDUM

**B**  
COPY

The following terms are hereby added to and incorporated within the letter dated June 26, 1991 with respect to the acquisition of the Sears property by Metro:

1. Owner. The owner/seller of the Sears property is Pacific Development (Property), Inc.
2. Sale Documentation. A Commercial-Industrial Sale Agreement and Receipt for Earnest Money form incorporating the terms and conditions of the letter, in form mutually acceptable to the parties, will be prepared and executed not later than July 31, 1991.
3. State Parking Obligation. If Metro purchases the Sears Garage, Seller and Pacific Development, Inc. ("PDI") will cooperate in efforts to obtain a new parking agreement directly between the State of Oregon ("State") and Metro, in replacement of the existing Parking Supply Agreement between PDI and State. If State requires that the parties assign the existing Agreement, Metro will assume PDI's obligations and PDI will be released from liability.
4. OCC Transportation Capital Improvements. The Property will be conveyed subject to the Oregon Convention Center Transportation Capital Improvements LID and assessments thereunder, if any.
5. Hazardous Waste. Seller is responsible for performing or paying for any remediation of hazardous waste on the Property which a mutually approved environmental consultant may identify (within 90 days after execution of this letter) and recommend to be remedied, as such remediation is required by applicable environmental laws. The scope of testing and the timing and nature of remediation work will be mutually approved by the parties before closing. Seller may elect to decommission underground tanks in place. The parties will approve before closing, based on the testing and bids obtained by Seller, a specific scope of work and charge to Seller for any such remediation work. The remediation work may be performed after closing in connection with Metro's demolition and improvement for Metro's use. Seller's obligation is subject to the right to terminate (in Seller's sole discretion) if estimated remediation costs exceed \$250,000, except however Metro may elect to pay for costs above \$250,000 and close the purchase of the Property. The cost of testing will be shared equally by the parties (whether or not the transaction closes).

June 27, 1991

*The deposit shall be refunded to Purchaser if the transaction terminated pursuant to the foregoing.* *WJZ*

6. Garage Purchase. Metro cannot purchase the Sears Garage unless Metro closes the purchase of the Sears Building and land.

7. Additional Parking Capacity. The parties will negotiate a parking availability agreement for non-business hour use, with reasonable compensation to Metro (~~the formula and terms to be mutually approved~~) for business directed to the Sears garage by Metro. Metro will actively promote use of the facility.

*Re was*  
100% of net proceeds definitely to be agreed

*Tied to term of parking agreement. was Re*

8. Nature of Parking Rights. All parking rights of Metro under this letter are on a "use or lose" basis.

*except for first 100 spaces. was Re*

AGREED to, subject to necessary Council and board approval, as of the date(s) shown below.

SELLER:

METRO:

PACIFIC DEVELOPMENT  
(PROPERTY), INC.

METROPOLITAN SERVICE  
DISTRICT

By: *William C. Scott*  
William C. Scott,  
President

By: *[Signature]*

Dated: June 27, 1991

Dated: June 27, 1991

The undersigned agrees to assign its Parking Supply Agreement or cooperate in pursuing the creation of a direct agreement between State and Metro concerning parking obligations, as described in paragraph 3 above.

PACIFIC DEVELOPMENT, INC.

By: *William C. Scott*  
William C. Scott,  
President

Dated: June 27, 1991



Meeting Date: July 25, 1991  
Agenda Item No. 7.2

RESOLUTION NO. 91-1465



**METRO**

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

# Memorandum

DATE: July 18, 1991

TO: Metro Council  
Interested Parties

FROM: Paulette Allen, Clerk of the Council *PA*

RE: RESOLUTION NO. 91-1465A

Resolution No. 91-1465A is the fourth addendum to RFB #91B-16-SW, "Procurement and Stockpiling of Soils for the St. Johns Landfill." Appendices A through F are published in the RFB document and can be reviewed in the Council Department, Resolution No. 91-1443A file; or the Solid Waste Department (contact: Jennifer Ness). The first three addendums are filed in the Resolution No. 91-1443A file also.

## SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION 91-1465, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF ADDENDUM NO. 4 TO REQUEST FOR BIDS 91-B-16-SW FOR THE PROCUREMENT OF SUBGRADE EMBANKMENT MATERIAL AND SAND FOR ST. JOHNS LANDFILL

-----  
Date: July 17, 1991

Presented by: Councilor DeJardin

Committee Recommendation: At the July 16 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 91-1465, as amended. Voting in favor: Councilors DeJardin, Gardner, McFarland, McLain and Wyers.

Committee Issues/Discussion: Bob Martin, Director of Solid Waste and Jim Watkins, Engineer and Analysis Manager reviewed the staff report related to the request. They noted that the purpose of the procurement is to obtain subgrade embankment material and sand for use in the closure of the St. John's Landfill. Martin and Watkins explained that originally it was anticipated that the procurement would be for a one-year period. Council consideration of the procurement was accelerated to permit "preloading" high settlement areas at St. John's, allow for completion of the contract during the 1991 dry season and avoid having two contractors working at the site at the same time.

Potential vendors suggested that the needed material could be provided over a two-year period from a variety of sources at a substantial savings to Metro. Among the suggestions were that Jack Gray Trucking backhaul material from the Arlington or that a vendor could provide dewatered Columbia River dredge spoil. As a result, the Solid Waste Department is requesting several changes in the original Request for Bids. These include: 1) permitting bidders to bid on either a one or a two-year contract, 2) provide that a two-year contract bid will be considered only if it is \$750,000 cheaper than a one-year alternative, and 3) provide an incentive payment of \$1,000 per day for early completion of the contract.

Martin and Watkins were asked to explain how the figure of \$750,000 was determined as the minimum savings needed to justify accepting a two-year contract. They noted that the figure included increased site management costs for one year and estimates of potential contractor delay costs payable by Metro as the result of having two contractors working at the same time. The committee also asked if it was necessary to include a precise figure in the bid document and was advised that it was a condition for awarding the contract and therefore should be included.

Committee staff recommended a minor amendment to clarify language related to potential savings from a two-year contract which was adopted by the committee.



**METRO**

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

# Memorandum

TO: Council Solid Waste Committee

FROM: Karla Forsythe, <sup>VLF</sup> Council Analyst

DATE: July 11, 1991

RE: Resolution No. 91-1465, For the Purpose of Authorizing the Issuance of Addendum No. 4 to Request for Bids 91-B-16-SW for the Procurement of Subgrade Embankment Material and Sand for St. Johns Landfill

The Solid Waste Department is requesting Council approval of an addendum to the RFB to procure subgrade embankment material and sand for St. Johns Landfill.

Under Metro Code Section 2.04.032 (e), if an addendum to bid documents previously approved by Council will materially add to or delete from the original scope of work in the bid documents, the addendum must be approved by separate resolution. The proposed addendum adds to the scope of work because it would allow Metro to consider bids for a two-year soil procurement.

#### Comments for Committee consideration

1. The Solid Waste Department staff report indicates that staff weighed the potential for significant savings against estimated costs and impacts of lengthening the contract term. Based on its analysis, Department staff recommends issuing two alternate bid requests. It would be helpful if staff could outline briefly the points considered in its analysis.

2. Staff proposes structuring the bid award so that bids on Alternate #2 will be accepted only if they are at least \$750,000 lower than the lowest bid under Alternate #1. What is the basis for the \$750,000 figure?

3. The staff report states that competition could be increased by including the alternate bid. Since the staff report provides an example related to one potential bidder, it would be helpful if Department staff could discuss the reasons why this approach will increase rather than tend to limit competition.

RESOLUTION NO. 91-1465  
Solid Waste Committee  
Page Two

4. The second "Whereas" paragraph of Resolution No. 91-1465 states that "it has been suggested to Metro that Metro may realize substantial cost savings by awarding a contract for a two year period instead of a contract for a one year period as contemplated in the bid documents."

Findings in support of Council action should be based on the Council's review of the independent analysis conducted by Department staff, rather than suggestions which may have come from particular potential bidders. Council staff recommends revision of the second paragraph to clarify the basis for Council action in this matter, by deleting the reference to a suggestion.

The revised paragraph would read as follows (bracketed language to be deleted):

WHEREAS, [It has been suggested to Metro that] Metro may realize substantial cost savings by awarding a contract for a two year period instead of a contract for a one year period as contemplated in the bid documents;.

If the Committee concurs with this recommendation, Council staff will prepare an amended version of the Resolution for submission to the full Council.

c: Bob Martin  
Jim Watkins

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING )  
ISSUANCE OF ADDENDUM NO. 4 TO )  
REQUEST FOR BIDS 91B-16-SW FOR THE )  
PROCUREMENT OF SUBGRADE EMBANKMENT )  
MATERIAL AND SAND FOR ST. JOHNS )  
LANDFILL )

RESOLUTION NO. 91-1465A  
Introduced by Rena Cusma,  
Executive Officer

WHEREAS, On May 23, 1991 the Council of the Metropolitan Service District adopted Resolution No. 91-1443A authorizing issuance of a Request for Bids for Procurement and Stockpiling of Soils for the St. Johns Landfill; and

WHEREAS, [~~It has been suggested to Metro that~~] Metro may realize substantial cost savings by awarding a contract for a two year period instead of a contract for a one year period as contemplated in the bid documents; and

WHEREAS, Addendum No. 4, attached as Exhibit A and incorporated herein by reference, would allow prospective bidders to alternatively bid on either a two year contract a one year contract, or both; and

WHEREAS, It has been determined, and the Council finds, that the two year contract period proposed in Addendum No. 4 would only be in the public's best interest if substantial cost savings in the amount of at least \$750,000 are realized, due to the potential problems and cost impacts associated with the longer contracting period; and

WHEREAS, It is in the public interest to encourage early completion of the work by offering the contractor the incentive payment listed in Addendum No. 4; and

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

BE IT RESOLVED, That the Council of the Metropolitan Service District approves the issuance of Addendum No. 4, which is attached hereto as Exhibit A, to Request for Bids 91B-16-SW.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Tanya Collier, Presiding Officer

EXHIBIT A

DRAFT

ADDENDUM NO. 4 to the Contract Documents for  
"Procurement and Stockpiling of Soils  
for the St. Johns Landfill"

**NOTE:** The following changes, additions and deletions to the Contract Documents dated May, 1991, hereby become part of the Contract Documents. Notify all subcontractors affected by this Addendum. It is essential that all prospective bidders note the contents of this Addendum, and Metro be made aware that this Addendum has been received. Therefore, please acknowledge receipt of this Addendum by inserting its number in the space provided in the bid forms.

1. SECTION 00030, "INVITATION TO BID", Page 00030-1, 3rd paragraph, last sentence:

DELETE:

"no later than 365 calendar days after issuance of the Notice to Proceed."

INSERT:

"by October 31, 1992, or 365 calendar days after issuance of the Notice to Proceed, whichever is the longer Contract Time, if Alternate #1 is awarded; or 730 calendar days after issuance of the Notice to Proceed if Alternate #2 is awarded".

2. SECTION 00110, "INSTRUCTIONS TO BIDDERS", SUBSECTION 6, "PREPARATION OF BIDS", Page 00110-3:

INSERT in the first paragraph at the end of first sentence:

"If Bidder submits only Alternate #1, Bidder shall insert in the Bid Items on the Alternate #2 schedule 'NOT APPLICABLE.' If Bidder submits only an Alternate #2 Bid, Bidder shall insert in the Bid Items on the Alternate #1 schedule 'NOT APPLICABLE'."

3. SECTION 00110, "INSTRUCTIONS TO BIDDERS", SUBSECTION 7, "SUBMISSION OF BIDS", Page 00110-4:

ADD to the end of the paragraph:

"Bidders may submit Bids on both the Alternate #1 and Alternate #2 schedules, or on only the Alternate #1 or the Alternate #2 schedule."



**DRAFT**

4. SECTION 00110, "INSTRUCTIONS TO BIDDERS", SUBSECTION 8, "MODIFICATION OR WITHDRAWAL OF BIDS", Page 00110-4:

DELETE from end of first paragraph:

"this Contract."

INSERT:

"the Alternate #1 and/or for the Alternate #2 Bid."

5. SECTION 00110, "INSTRUCTIONS TO BIDDERS", SUBSECTION 12, "BASIS OF AWARD, Page 00110-5:

INSERT in first paragraph after "Total Bid Amount":

"of Alternate #1, or the lowest Total Bid Amount of Alternate #2 if it is at least \$750,000 less than the lowest Total Bid Amount of Alternate #1. If no bid is received for Alternate #2 that is at least \$750,000 less than the lowest Total Bid Amount of Alternate #1, Metro will reject all bids received under Alternate #2."

6. SECTION 00110, "INSTRUCTIONS TO BIDDERS", Page 00110-6, SUBSECTION 13, "ALTERNATES":

DELETE: "[Not Used]"

INSERT:

"Alternate #1 of the SCHEDULE OF BID PRICES solicits prices for the Work if the Work is carried out by October 31, 1992, or within 365 calendar days from issuance of the Notice to Proceed, whichever is the longer Contract Time.

Alternate #2 of the SCHEDULE OF BID PRICES solicits prices for the Work if the Work is carried out within 730 calendar days from issuance of the Notice to Proceed."

7. SECTION 00300, "BID FORMS", Pages 00300-1 to 00300-14:

REPLACE this section with the attached "BID FORMS", Pages 00300-1 to 00300-17, which includes the SCHEDULE OF BID PRICES for Alternate #1 and Alternate #2.

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8. SECTION 00500, "CONSTRUCTION AGREEMENT", Item 5, "Page 00500-2:

CHANGE: "5. Time of Completion; Liquidated Damages"

TO: "5. Time of Completion; Liquidated Damages and Early Completion Incentives"

DELETE from 1st paragraph, 4th sentence:

"no later than 365 calendar days after issuance of the Notice to Proceed."

INSERT in 1st paragraph, end of 4th sentence:

"by October 31, 1992, or 365 calendar days after issuance of the Notice to Proceed, whichever is the longer Contract Time, if Alternate #1 is awarded; or 730 calendar days after issuance of the Notice to Proceed if Alternate # 2 is awarded".

INSERT new paragraph:

"If Contractor Substantially Completes the Work early, before the end of the Contract Time, Contractor shall receive incentive payments from Metro as described in the Contract Documents."

9. SECTION 00700, "GENERAL CONDITIONS", ARTICLE 1, "GENERAL PROVISIONS",  
Page 00700-1, Item 1.01.03, "Alternates Bids":

CHANGE the Item to read:

"1.01.03 Alternate Bids--are written offers of a Bidder to perform the work as described in Subsection 13 of SECTION 00110, INSTRUCTIONS TO BIDDERS."

10. SECTION 00700, "GENERAL CONDITIONS", ARTICLE 9, "PAYMENTS AND COMPLETION",  
Page 00700-37, Item 9.03 "Progress Payment Procedure":

INSERT new Item:

"9.03.07 Incentive Payments -- Time is of the essence for the performance of the Work under this Contract. If Contractor Substantially Completes the Work before the end of the Contract Time, the actual benefits to Metro for the early completion will be difficult or impractical to determine. It is therefore agreed that Metro will pay to Contractor, the amount of one thousand (\$1,000.00) dollars, for each and every calendar day that the date of Substantial Completion occurs before the end of the Contract Time. "

DRAFT

11. SECTION 00700, "GENERAL CONDITIONS", ARTICLE 9, "PAYMENTS AND COMPLETION", Page 00700-39, Item 9.08 "Final Payment":

INSERT at end of first paragraph:

"Metro will include with the final payment, any monies which may be due as incentive payment for the Contractor Substantially Completing the Work early."

12. SECTION 02220, "EMBANKMENT AND GRADING", Page 02220-1, paragraph 1.3 E and Page 02220-3 paragraph 1.5 G:

INSERT at end of both paragraphs:

"Soil which is contaminated with petroleum (Hydrocarbons) will be acceptable for this project only as 'subgrade embankment' if it has been treated to level one standards as defined in Oregon Administrative Rule (OAR) 340-22-305 to 360. Specific written verification of said treatment will be required by Metro prior to acceptance of this contaminated borrow material on the job site."

13. SECTION 02220, "EMBANKMENT AND GRADING", Page 02220-4, paragraph 1.6 B:

INSERT new paragraph at end of paragraph:

"In addition to the above, should the Contractor elect to supply treated petroleum contaminated soil as 'subgrade embankment', specific submittal shall include soil treatment methods used and recent laboratory test to indicate compliance with OAR 340-22-305 to 360."

14. SECTION 02220, "EMBANKMENT AND GRADING", Page 02220-6, Section 3.1, "WEATHER CONDITIONS":

INSERT after "winter season of 1991/1992.":

"if the Alternate #1 is awarded, or the winter seasons of 1991/1992 and 1992/1993 if the Alternate #2 Bid is awarded."

15. APPENDIX:

INSERT attached new APPENDIX index page.

INSERT at end of Appendix section attached "APPENDIX G - LETTER TO THE PORT OF PORTLAND".

---

Jim Watkins, Engineering and Analysis Manager

Date

**SECTION 00300**

**BID FORMS**

**NOTE TO BIDDER:** Bidders must provide all of the information requested in this Bid. Bidder should preferably type or use **BLACK** ink for completing this Bid.

**To:** Metropolitan Service District  
**Address:** 2000 S.W. First Avenue, Portland, OR 97201-5398  
**Contract:** Procurement and Stockpiling of Soils for the St. Johns Landfill

**Bidder:**

**Address:**

**Bidder's Contract:**

**Date:** Telephone: ( )

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Metro, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that it has carefully examined the Contract Documents for the completion of the Work, has personally inspected the Site, has satisfied itself as to the Work involved, and that this bid is made in accordance with the provisions and under the terms of the Contract Documents which are hereby made a part of this Bid.

Any printed matter on any letter or paper enclosed herewith which is not part of the Bidding Documents or which was not requested by Metro is not to be considered a part of this Bid, and the undersigned agrees that such printed matter shall be entirely disregarded and, notwithstanding such printed matter, that the Bid is a Bid to do the Work and furnish the labor and materials and all other things required by the Contract Documents strictly within the time and in accordance with such Specifications. This Bid is irrevocable for sixty (60) days following the date of the opening of Bids.

**BID SECURITY**

Bid security in the form of a certified check, cashier's check or Bid bond as further described in the Instructions for Bidders and in the amount of \$100,000 is enclosed herewith and is subject to all the conditions stated in the Instructions for Bidders.

## CONTRACT EXECUTION, BONDS AND INSURANCE

The Bidder agrees that if this Bid is accepted, it will, within seven (7) days after Notice of Conditional Award, sign the Construction Agreement in the form annexed hereto, and will at that time deliver to Metro the Performance Bond and the Labor and Materials Payment Bond required herein and in the form annexed hereto, along with all certificates of insurance and certified copies of insurance policies specified and required in these Contract Documents, and will, to the extent of its Bid, furnish all machinery, tools, apparatus, and other means of operation and construction and do the Work and furnish all the materials necessary to complete all Work as specified or indicated in the Contract Documents.

## COMMENCEMENT OF WORK AND CONTRACT COMPLETION TIME

The time frame for the award and execution of this Contract shall be as described in the Instructions for Bidders and in the Contract Documents. The Successful Bidder further agrees to commence the Work within ten (10) days of issuance of the Notice to Proceed and to diligently prosecute the Work to its final completion in accordance with the Contract Documents.

## LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the Work in compliance with the time required by the Contract Documents, liquidated damages shall be paid to Metro as described in the General Conditions.

## SALES AND USE TAXES

The Bidder agrees that all applicable federal, state and local sales and use taxes are included in the stated bid prices for the Work.

## LUMP SUM AND UNIT PRICE WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the listed lump sum and unit price amounts. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

## PREVAILING WAGES FOR PUBLIC WORK

Bidder hereby certifies that the provisions of ORS 279.350, regarding prevailing wages, shall be complied with on this project.

DRAFT

Alternate #1 - SCHEDULE OF BID PRICES

The Bidder, whose legal signature binding the Bidder to the bid prices indicated on these pages is found on the signature page, hereby bids as follows:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	1 L.S.	Mobilization		
<u>(Per Lump Sum)</u>			\$	\$
	(Words)		(Figures)	
2.	1 L.S.	Site Safety and Health Program		
<u>(Per Lump Sum)</u>			\$	\$
3.	5 Ac.	Clearing and Grubbing		
<u>(Per Acre)</u>			\$	\$
4.	10,000 C.Y.	Top Soil Removal		
<u>(Per Cubic Yard)</u>			\$	\$
5.	25,000 C.Y.	Low Permeable Soil Removal		
<u>(Per Cubic Yard)</u>			\$	\$
6.	955,000 Ton	Procure and Deliver Subgrade Embankment Material		
<u>(Per Ton)</u>			\$	\$
7.	177,000 C.Y.	Compact Subgrade Embankment		
<u>(Per Cubic Yard)</u>			\$	\$

DRAFT

Alternate #1 - SCHEDULE OF BID PRICES, Continued

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
8.	400,000 Ton	Type I Sand (Preload)		
(Per Ton)		(Words)	\$ _____	\$ _____
9.	6,000 L.F.	Temporary Drainage Ditch		
(Per Lineal Foot)			\$ _____	\$ _____
10.	100 EA.	Strawbale Sediment Barrier		
(Per Each)			\$ _____	\$ _____
11.	5,000 L.F.	Sediment Fencing		
(Per Lineal Foot)			\$ _____	\$ _____
12.	150,000 S.Y.	Plastic Covering		
(Per Square Yard)			\$ _____	\$ _____
13.	2,000 S.Y.	Erosion Blankets		
(Per Square Yard)			\$ _____	\$ _____
14.	10,000 S.Y.	Hydroseeding		
(Per Square Yard)			\$ _____	\$ _____
15.	2,600 L.F.	Horizontal Gas Trenches, In Place		
(Per Lineal Foot)			\$ _____	\$ _____
16.	1 EA.	Well Extension, H-5		
(Per Each)		NOT APPLICABLE	\$ N.A.	\$ N.A.

DRAFT

Alternate #1 - SCHEDULE OF BID PRICES, Continued

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
17.	3 EA.	Well Abandonment, Complete		
<u>(Per Each)</u>	<u>NOT APPLICABLE</u>		<u>\$ N.A.</u>	<u>\$ N.A.</u>
		(Words)	(Figures)	
18.	19 EA.	Settlement Markers, In Place		
<u>(Per Each)</u>			<u>\$</u>	<u>\$</u>

Alternate #1-TOTAL BID AMOUNT \$ \_\_\_\_\_



DRAFT

Alternate #2 - SCHEDULE OF BID PRICES

The Bidder, whose legal signature binding the Bidder to the bid prices indicated on these pages is found on the signature page, hereby bids as follows:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	1 L.S.	Mobilization		
<u>(Per Lump Sum)</u>			<u>\$</u>	<u>\$</u>
	(Words)		(Figures)	
2.	1 L.S.	Site Safety and Health Program		
<u>(Per Lump Sum)</u>			<u>\$</u>	<u>\$</u>
3.	5 Ac.	Clearing and Grubbing		
<u>(Per Acre)</u>			<u>\$</u>	<u>\$</u>
4.	10,000 C.Y.	Top Soil Removal		
<u>(Per Cubic Yard)</u>			<u>\$</u>	<u>\$</u>
5.	25,000 C.Y.	Low Permeable Soil Removal		
<u>(Per Cubic Yard)</u>			<u>\$</u>	<u>\$</u>
6.	955,000 Ton	Procure and Deliver Subgrade Embankment Material		
<u>(Per Ton)</u>			<u>\$</u>	<u>\$</u>
7.	177,000 C.Y.	Compact Subgrade Embankment		
<u>(Per Cubic Yard)</u>			<u>\$</u>	<u>\$</u>

Alternate #2 - SCHEDULE OF BID PRICES, Continued

DRAFT

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
8.	400,000 Ton	Type I Sand (Preload)		
(Per Ton)			\$	\$
		(Words)		(Figures)
9.	6,000 L.F.	Temporary Drainage Ditch		
(Per Lineal Foot)			\$	\$
10.	100 EA.	Strawbale Sediment Barrier		
(Per Each)			\$	\$
11.	5,000 L.F.	Sediment Fencing		
(Per Lineal Foot)			\$	\$
12.	150,000 S.Y.	Plastic Covering		
(Per Square Yard)			\$	\$
13.	2,000 S.Y.	Erosion Blankets		
(Per Square Yard)			\$	\$
14.	10,000 S.Y.	Hydroseeding		
(Per Square Yard)			\$	\$
15.	2,600 L.F.	Horizontal Gas Trenches, In Place		
(Per Lineal Foot)			\$	\$

Alternate #2 - SCHEDULE OF BID PRICES, Continued

**DRAFT**

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
16.	1 EA.	Well Extension, H-5		
(Per Each)		NOT APPLICABLE	\$ N.A.	\$ N.A.
17.	3 EA.	Well Abandonment, Complete		
(Per Each)		NOT APPLICABLE	\$ N.A.	\$ N.A.
		(Words)	(Figures)	
18.	19 EA.	Settlement Markers, In Place		
(Per Each)			\$	\$

Alternate #2-TOTAL BID AMOUNT \$ \_\_\_\_\_

**ADDENDA**

The Bidder hereby acknowledges receipt and acceptance of Addenda Numbers:

(Insert No. and Date of Each Addendum Received)

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**SURETY**

If the Bidder is awarded a Contract on this Bid, the Surety or Sureties who provide(s) the Performance Bond and Labor and Materials Payment Bond will be:

**SURETY**

**ADDRESS**

- 1.
- 2.

**DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM**

(To be submitted with Bid)

Name of Metro Project: Procurement and Stockpiling of Soils for the St. Johns Landfill

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

In accordance with Metro's Disadvantaged Business Program, the above-named Bidder has accomplished the following:

- \_\_\_ 1. Has fully met the contract goals and will subcontract \_\_\_ percent of the Bid Amount to DBEs and \_\_\_ percent to WBEs.
- \_\_\_ 2. Has partially met the contract goals and will subcontract \_\_\_ percent of the Bid Amount to DBEs and \_\_\_ percent to WBEs. Bidder has made good faith efforts prior to Bid opening to meet the full goals and will submit documentation of the same to Metro within twenty-four (24) hours of Metro's request.
- \_\_\_ 3. Will not subcontract any of the Bid Amount to DBEs or WBEs but has made good faith efforts prior to Bid opening to meet the contract goals and will submit documentation of such good faith efforts to Metro within twenty-four (24) hours of Metro's request.

## RESIDENT/NON-RESIDENT BIDDER STATUS

Oregon law requires that Metro, in determining the lowest responsive Bidder, must add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Consequently, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) calendar months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that the Bidder is a "resident Bidder." A "non-resident Bidder" is a Bidder who is not a resident Bidder (ORS 279.029).

The undersigned Bidder states that it is: (check one)

1. A resident Bidder \_\_\_\_\_

2. A non-resident Bidder \_\_\_\_\_

Indicate state in which Bidder resides: \_\_\_\_\_

**SIGNATURE PAGE**

The name of the Bidder submitting this Bid is \_\_\_\_\_  
doing business at \_\_\_\_\_

\_\_\_\_\_ Street City State Zip

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

The names of the principal officers of the corporation submitting this Bid, or of all of the partners, if the Bidder is a partnership or joint venture, or of all persons interested in this Bid as individuals are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Individual

IN WITNESS hereto the undersigned has set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name of Bidder

\_\_\_\_\_  
Title

If Partnership or Joint Venture

IN WITNESS hereto the undersigned has set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Name of Partnership or Joint Venture

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Person Signing

Title: \_\_\_\_\_

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State of Incorporation

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Person Signing

Title: \_\_\_\_\_



NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_)

County of \_\_\_\_\_)

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidder)

and that I am authorized to make this Affidavit on behalf of the Bidder. I am the person authorized by the Bidder and responsible for the price(s) and the amount of this Bid.

I state that:

- (1) The Price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder, except as disclosed in the attached appendix.
- (2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or non-competitive bid or other from of complementary Bid.
- (4) This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any person to submit a complementary or other noncompetitive Bid.

(5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees  
(Name of Bidder)

(as applicable) are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as listed and described in the attached appendix.

I state that I and \_\_\_\_\_ understand and acknowledge  
(Name of Bidder)

that the above representations are material and important, and will be relied on by Metro in awarding the Contract for which this Bid is submitted. Any misstatement in this Affidavit will be treated as fraudulent concealment from Metro of the true facts relating to the submission of Bids for this Contract.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

My Commission Expires: / /

**BID BOND**

(NOTE: BIDDERS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL MEN BY THESE PRESENTS:

We the undersigned, \_\_\_\_\_,

as Principal, and \_\_\_\_\_, a corporation organized and existing under and by

virtue of the laws of the State of \_\_\_\_\_ and duly authorized to do Surety business in the State of Oregon and name on the current list of approved Surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto the METROPOLITAN SERVICE DISTRICT, as Obligee, in the sum of One Hundred Thousand Dollars (\$ 100,000) in lawful money of the United States of America, for the payment of which sum well and truly to be made as agreed and liquidated damages.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the Principal has submitted to the Metropolitan Service District a certain bid for work required for the Soils Procurement and Preloading of the St. Johns Landfill, which work is specifically described in the accompanying bid;

NOW, THEREFORE, if the Metropolitan Service District does not award a contract to the Principal within the time specified in the Instructions to Bidders for the work described in said bid, or in the alternate, if said bid shall be accepted and the Principal, within the time and in the manner described under the Contract Documents, enters into a written contract in accordance with the bid, files the two bonds, one guaranteeing faithful performance of the work to be done and the other guaranteeing payment for labor and materials as required by law, and files the required certified copies of insurance policies and certificates of insurance, then the obligation shall be null and void; otherwise, the same shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and this bond shall be in no way impaired or affected by any extension of the time within which the Metropolitan Service District may accept such bid; and said Surety does hereby waive notice of any such extension.

If more than one Surety is on this bond, each Surety hereby agrees that it is jointly and severally liable for all obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM**

1. Name of Metro Project: Procurement and Stockpiling of Soils for the St. Johns Landfill
2. Name of Bidder \_\_\_\_\_  
Address \_\_\_\_\_
3. The above-named Bidder intends to subcontract \_\_\_\_ percent of the Bid to the following Disadvantaged Business Enterprises (DBEs):

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

Total DBE Participation Amount \_\_\_\_\_  
Amount of Bid \_\_\_\_\_  
DBE Percent of Bid \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED WITHIN 24 HOURS OF REQUEST BY METRO**

**WOMEN BUSINESS ENTERPRISES UTILIZATION FORM**

1. Name of Metro Project: Procurement and Stockpiling of Soils for the St. Johns Landfill.
2. Name of Bidder \_\_\_\_\_  
Address \_\_\_\_\_
3. The above-named Bidder intends to subcontract \_\_\_\_ percent of the Bid to the following Women Business Enterprises (WBEs):

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

Total WBE Participation Amount \_\_\_\_\_  
Amount of Bid \_\_\_\_\_  
WBE Percent of Bid \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED WITHIN 24 HOURS OF REQUEST BY METRO**

**APPENDICES**

**APPENDIX A ..... LANDFILL BRIDGE - ALLOWABLE LOADS**

**APPENDIX B .... SITE CHARACTERIZATION/HEALTH & SAFETY HAZARDS**

**APPENDIX C ..... SITE ACCESS**

**APPENDIX D ..... METRO CODE SECTION 2.04.100**

**APPENDIX E ..... PREVAILING WAGE RATES**

**APPENDIX F ..... METHODOLOGY FOR DETERMINING  
NORMAL ADVERSE WEATHER DAYS FOR CONSTRUCTION**

**APPENDIX G ..... LETTER TO PORT OF PORTLAND**

**APPENDIX G**

**LETTER TO THE PORT OF PORTLAND**



# METRO

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

July 2, 1991

Executive Officer  
Rena Cusma

Metro Council

Tanya Collier  
Presiding Officer  
District 9

Jim Gardner  
Deputy Presiding  
Officer  
District 3

Susan McLain  
District 1

Lawrence Bauer  
District 2

Richard Devlin  
District 4

Tom DeJardin  
District 5

George Van Bergen  
District 6

Ruth McFarland  
District 7

Judy Wyers  
District 8

Roger Buchanan  
District 10

David Knowles  
District 11

Sandi Hansen  
District 12

R.L. Friedenwald, Manager  
Facilities Services Division, Engineering  
Port of Portland  
P.O. Box 3529  
Portland, OR 97208

Dear Mr. Friedenwald:

I am informed that at least one potential bidder for Metro's soil procurement contract has contacted the Port and proposed to dredge material from the Columbia River under the Port's permit, dewater this material on Port property and transport it to the St. Johns Landfill. A beneficial public purpose might be served if this material met our specifications and could be procured at a lower cost than other materials. Therefore, I encourage the Port of Portland to seriously consider making this material available to potential bidders utilizing the above approach.

Sincerely,

Bob Martin  
Solid Waste Director

BM:ay

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 91-1465 FOR THE  
PURPOSE OF AUTHORIZING ISSUANCE OF AN ADDENDUM TO A  
REQUEST FOR BIDS FOR THE PROCUREMENT OF SUBGRADE  
EMBANKMENT MATERIAL AND SAND FOR ST. JOHNS LANDFILL

Date: July 2, 1991

Presented by: Bob Martin  
Jim Watkins

PROPOSED ACTION

Adopt Resolution No. 91-1465 which authorizes issuance of Addendum No. 4 to Request for Bids 91B-16-SW. This addendum allows Metro to consider bids for a two-year soil procurement, as well as a one-year soil procurement.

FACTUAL BACKGROUND AND ANALYSIS

On May 23, 1991 Metro's Council approved Resolution No. 91-1443A authorizing the issuance of a Request for Bids for Procurement and Stockpiling of Soils for the St. Johns Landfill. Staff requested an accelerated bid and approval period to utilize as much of the 1991 construction season as possible. In addition, staff limited the contract period to one year to maximize the benefit of preloading high settlement areas before the material is needed to close each subarea. It was also desirable to complete this contract prior to closing Subarea 1 in 1992 to minimize potential contractor impact claims that could arise with two general contractors functioning simultaneously on the same site.

Subsequently, it has come to staff's attention that competition could be increased and significant savings could result if the bid opening was delayed and if the RFB included an alternate bid which allowed an additional year for completion of the project. The request to delay the bid opening was based on potential bidders need for additional time to develop potential options associated with using dredge sand to meet contract requirements. Staff is informed that at least one potential bidder has approached the Port of Portland and proposed to dredge material from the Columbia River under the Port's permit, dewater it on Port property, and transport it to St. Johns Landfill. A letter which encourages the Port to seriously consider this approach from any bidder is attached to this addendum to inform all potential bidders.

The primary benefit of including an alternate to the base bid would be to evaluate the potential savings from extending the contract period from one year to two years. It is conceivable that the risk associated with a one year contract could result in significantly higher bids than bids received for a two year period. In addition allowing up to two years for delivery of materials provides flexibility that may increase the number of



bids and methods of performing the work. One example that has been presented to staff is a proposed backhaul of sand, rock and soil by Jack Gray Transport (JGT) from Gilliam County. By more effectively utilizing the existing solid waste transport system, JGT may be able to provide a relatively low bid price and high quality dry material, to Metro's benefit. However, to complete the contract requirements JGT would need a two year contract period.

To evaluate the desirability of allowing an alternate two year contract period, staff had to weight the potential for significant savings against estimated costs and impacts associated with a two year contract as described below. Extending the contract period would increase Metro's construction management costs. Inclusion of the alternate in the Contract Documents will delay the bid process and thus the start of dry weather-dependent work. In addition, a two year haul period could delay the closure date of Subarea 5, depending on the actual rate of settlement that occurs, and increase the potential interference with other contractors who will be actively closing the landfill.

After analyzing the above, staff recommends approval of Addendum No. 4 (Exhibit A), which provides two schedules of bid prices. The first schedule (Alternate #1) is for a one year base period or until October 31, 1992 whichever is later. This is intended to reduce the contractor's risk (and thus cost to Metro) by giving the contractor the benefit of the full 1992 dry weather season. The second schedule is presented as Alternate #2 which allows for a contract period of two years. Since there are definite and potential cost increases and impacts resulting from Alternate #2, staff is also recommending that unless the lowest responsive, responsible bid received under Alternate #2 is at least \$750,000 lower than the lowest responsive, responsible bid received under Alternate #1, all bids submitted under Alternate #2 will be rejected as not in the public's best interest. This approach recognizes that because of the potential problems and impacts associated with awarding a contract under Alternate #2, Metro does not intend to issue such a contract unless there are significant cost savings.

To allow Addendum No. 4 to be considered within the time frame specified in Metro Code 2.04.032(e), Metro issued Addendum No. 3, which extends the deadline for bids from June 28, 1991 to August 9, 1991.

To minimize delay in the bid process, the following dates related to the soil procurement RFB could be changed as shown below:

Solid Waste Committee Review	July 16, 1991
Metro Council Review	July 25, 1991
Issue Addendum No. 4	July 26, 1991
Bid Deadline	August 09, 1991
Solid Waste Committee Review	August 20, 1991
Metro Council Review	August 22, 1991

As stated above there are several reasons why it is desirable that soil procurement be completed before the time limits of either Alternate #1 or Alternate #2. To encourage the contractor to finish early, Addendum No. 4 provides for a \$1,000 payment to the contractor for each day that the work is substantially completed before the time limit chosen by Metro. The \$1,000 per day approximates Metro's potential savings in construction management and other costs.

Finally, to further inform all potential bidders staff has sent a copy of this staff report and draft Addendum No. 4 to all persons on the list of bid document holders.

#### BUDGET IMPACT

As described above, if a bid is received that meets the requirements of Bid Alternate #2, Metro will realize substantial cost savings.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 91-1465.

July 3, 1991  
STAF0702.RPT

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 91-1465
ISSUANCE OF ADDENDUM NO. 4 TO	)	
REQUEST FOR BIDS 91B-16-SW FOR THE	)	Introduced by Rena Cusma,
PROCUREMENT OF SUBGRADE EMBANKMENT	)	Executive Officer
MATERIAL AND SAND FOR ST. JOHNS	)	
LANDFILL	)	

WHEREAS, On May 23, 1991 the Council of the Metropolitan Service District adopted Resolution No. 91-1443A authorizing issuance of a Request for Bids for Procurement and Stockpiling of Soils for the St. Johns Landfill; and

WHEREAS, It has been suggested to Metro that Metro may realize substantial cost savings by awarding a contract for a two year period instead of a contract for a one year period as contemplated in the bid documents; and

WHEREAS, Addendum No. 4, attached as Exhibit A and incorporated herein by reference, would allow prospective bidders to alternatively bid on either a two year contract, a one year contract, or both; and

WHEREAS, It has been determined, and the Council finds, that the two year contract period proposed in Addendum No. 4 would only be in the public's best interest if substantial cost savings in the amount of at least \$750,000 are realized, due to the potential problems and cost impacts associated with the longer contracting period; and

WHEREAS, It is in the public interest to encourage early completion of the work by offering the contractor the incentive payment listed in Addendum No. 4; and

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

BE IT RESOLVED, That the Council of the Metropolitan Service District approves the issuance of Addendum No. 4, which is attached hereto as Exhibit A, to Request for Bids 91B-16-SW.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Tanya Collier, Presiding Officer

Meeting Date: July 25, 1991  
Agenda Item No. 7.3

RESOLUTION NO. 91-1479



**METRO**

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

# Memorandum

DATE: July 18, 1991  
TO: Interested Parties  
FROM: Paulette Allen, Clerk of the Council *PA*  
RE: RESOLUTION NO. 91-1479

The Council agenda will be printed before the Governmental Affairs Committee meets to consider the resolution referenced above. Committee reports will be distributed in advance to Councilors and available at the July 25 meeting.

BEFORE THE CONTRACT REVIEW BOARD  
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 91-1479  
AN EXEMPTION FROM REQUIRE- )  
MENTS OF METRO CODE SECTION )  
2.04.044 AND 2.04.053 COMPETITIVE )  
BIDDING PROCEDURE TO AUTHORIZE )  
A SOLE SOURCE AGREEMENT WITH ) Introduced by Rena Cusma,  
PRINCIPIA GRAPHICA. ) Executive Officer

WHEREAS, Council in FY 1990-1991 authorized a contract for \$5,000 for Phase I of the Metro Public Information and Identification Project; and

WHEREAS, the Public Affairs Department conducted a thorough RFP process for Phases I and II of the Project in FY 1990-1991; and

WHEREAS, the Public Affairs Department received five proposals, interviewed four finalists and selected Principia Graphica as most qualified; and

WHEREAS, Principia Graphica has completed Phase I; and

WHEREAS, the Council, as part of the FY 1991-1992 budget process, approved \$50,000 for Phase II of the Project as a type A Contract; and

WHEREAS, the Public Affairs Department recommends awarding a contract to Principia Graphica for Phase II and that the contract selection process used in FY 1990-1991 should be affirmed as an appropriate competitive process; and

WHEREAS, the Public Affairs Department recommends the Principia Graphica contract be treated as a sole source contract; now, therefore,

BE IT RESOLVED,

1. The Contract Review Board finds the competitive process used in FY 1990-1991 was consistent with Metro Code requirements for type A Contracts for \$50,000; and

2. The Contract Review Board waives provision of Metro Code Sections 2.04.053 and 2.04.054 to authorize the Executive Officer to execute the attached agreement with Principia Graphica in an amount not to exceed \$50,000 for the Project.

ADOPTED by the Contract Review Board of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

---

Tanya Collier, Presiding Officer



## Exhibit A

### SCOPE OF WORK

The communication plan has two main goals:

1. To raise the level of awareness of Metro and its role in the region.
2. To streamline operations to improve Metro's ability to serve the region's constituents.

### Project Objectives

- To develop clear public information, agency identification and strong presence in the community
- To maintain the individual identification of Metro facilities
- To organize and simplify design applications and production procedures
- To reduce overall production costs
- To design with regard to environmental concerns
- To plan for agency growth and the integration of new projects and departments
- To design for electronic communication

The project results will consist of the following:

1. The design of a set of identification/communication tools for Metro which will include, but not be limited to, a logo and/or logotype and color, typographic and paper standards.
2. The application of these tools in the design of Metro letterhead, business cards and envelopes.
3. Guidelines for the systematic application of agency identification on all Metro communication products.

## Basic Services

The Contractor shall provide basic services for the project consisting of consultation, research, design, checking quality of implementation, and coordination of the project and its execution. In connection with performing basic services, the Contractor shall prepare and present materials to Metro that demonstrate or describe the Contractor's intentions and shall prepare various materials, such as artwork, drawings, and specifications, to enable the design to be printed, fabricated, installed, or otherwise implemented.

## Implementation

The Contractor's services under this Agreement do not include Implementation such as printing, fabrication, and installation of the project design. Metro and Contractor agree that any such implementation shall be restricted to providing specifications, coordination, and quality-checking. The Contractor shall have no responsibility to the providers of such Implementation, and charges therefore shall be billed directly to Metro.

The Contractor will develop and expand on Phase I recommendations following the procedures outlined below.

**Phase 1 – Research, analysis and recommendations – Complete**

**Phase 2 – Design development**

**A: Design conceptualization and development**

### Procedure

1. Input conference
1. Design conceptualization
2. Design exploration/concept rough development
3. Project management and coordination with vendors
4. Client presentation and review of preliminary program design

**B. Design refinement**

**Procedure**

1. Further exploration refinement and expansion of selected design directions
2. Client presentation of comprehensives, input and resolution conference
3. Project management and coordination with vendors

**Phase 2 – Design implementation**

- C. The Contractor will provide consultation on implementation activities called for in the plan.**

**Procedure**

1. Application of plan to camera-ready art and electronic templates
2. Client conferences
3. Project management and coordination with vendors

Exhibit B

SCHEDULE

A. Design conceptualization and development

Schedule: 6 months July 1 – December 30

B. Design refinement

Schedule: 3 months January 2–March 30

C. The Contractor will provide consultation on implementation activities called for in the plan

Schedule: 3 months April 1 – June 30

Metro reserves the right to adjust this schedule in the event there is a need to extend the approval and review process and to allow for changes in the scope or complexity of services from those contemplated by this Agreement.

The Contractor reserves the right to adjust the schedule in the event that Metro fails to meet agreed deadlines for submission of materials or granting approvals and to allow for changes in the scope or complexity of services from those contemplated by this Agreement.

## Exhibit C

## COMPENSATION

Maximum amount of compensation in Phase II will be \$50,000. The Contractor shall submit progress reports upon completion of each section of the work as defined in the schedule (Exhibit B). The report shall describe work accomplished and include an itemized statement.

The Contractor will bill Metro 50 percent of the amount budgeted for each section at the outset of work for that section, and 50 percent upon completion as outlined below:

## Payment schedule

## A. Design conceptualization and development

Initial payment	\$12,500
Payment upon completion of design conceptualization and development	\$12,500
<b>Sub total:</b>	<b>\$25,000</b>

## B. Design refinement

Initial Payment	\$10,000
Payment upon completion of design refinement	\$10,000
<b>Sub total:</b>	<b>\$20,000</b>

## C. Implementation

Initial payment	\$ 2,500
Payment upon completion of implementation	\$ 2,500
<b>Sub total:</b>	<b>\$ 5,000</b>
<b>Total</b>	<b>\$50,000</b>

Payment will be made within 30 days after billing.

**Supplementary Services/Reimbursable Expenses**

Supplementary Services and materials will be purchased directly by Metro and will be subject to Metro procurement procedures and conditions. Funds to cover such expenses are allocated in the Metro budget independent of this contract.

The Supplementary Services and materials to be provided by Metro with respect to the project shall consist of: Implementation, typesetting, photostats, photoprints, photographs, film and processing, acetate color overlays, transfer proofs, presentation and artwork materials and local deliveries, including messengers.

Expenditures for Supplementary Services provided by Metro may not exceed \$1,250.

The Contractor will provide for miscellaneous expenditures including, but not limited to, electrostatic (xerographic) copies, Fax and long-distance telephone charges and postage.

## EXHIBIT D

### CONTRACT CONDITIONS AND PROVISIONS

#### Revisions and Additions

1. A fixed fee or fee estimated not to exceed a specified amount is based upon the time estimated to complete the services specified in this Agreement during normal working hours. Any revisions or additions to the services described in this Agreement shall be billed as additional services not included in any fixed fee or estimated fee specified above.

Such additional services shall include, but shall not be limited to, changes in the extent of work, changes in the complexity of any elements of the project, and any changes made after approval has been given for a specific stage of design, documentation, or preparation of artwork.

The Contractor shall keep Metro informed of additional services that are required and shall request Metro's approval for any additional services which cause the total fees, exclusive of any surcharge for rush work, to exceed the fixed fees set forth in Exhibit C. In no event shall charges exceed the contract written amount unless Metro has given its prior approval.

#### Rush work

2. Metro shall pay a surcharge for any services requiring work to be performed outside of normal working hours by reason of unusual deadlines or as a consequence of Metro not meeting scheduled times for delivery of information, material, or approvals.

The surcharge for rush work shall be at the standard rates plus 50 percent.

Normal working hours for this project are as follows: 8 a.m. to 5 p.m. Monday through Friday, excluding holidays. No rush work will be authorized without prior written approval.

#### Implementation Budgets

3. Any budget figures or estimates for Implementation charges such as printing, fabrication, or installation are for planning purposes only. The Contractor shall use his or her best efforts to work within stated budgets but shall not be liable if such expenses exceed budgets.

## Records

4. The Contractor shall maintain records of hours and reimbursable expenses and shall make records available to Metro for inspection on request.

## Metro's Representative

5. Metro shall appoint a sole Representative with full authority to provide or obtain any necessary information and approvals that may be required by the Contractor. Metro's Representative shall be responsible for coordination of briefing, review, and the decision-making process with respect to persons and parties other than the Contractor and its sub-contractors. If changes are made after Metro's representative has approved a design, Metro shall pay all fees and expenses arising from such changes as additional services.

## Materials to be Provided by Metro

6. Metro shall provide accurate and complete information and materials to the Contractor and shall be responsible for the accuracy and completeness of all information and materials so provided. Metro guarantees that all materials supplied to the Contractor are owned by Metro or that Metro has all necessary rights in such materials to permit the Contractor to use them for the project.

6.1 Metro shall indemnify, defend, and hold the Contractor harmless from and against any claim, suit, damages and expense, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials provided by Metro.

6.2 All copy provided by Metro shall be in a form suitable for typesetting. Where photographs, illustrations, or other visual materials are provided by Metro, they shall be of professional quality and in a form suitable for reproduction without further preparation or alteration. Metro shall pay all fees and expenses arising from its provision of materials that do not meet such standards. The Contractor shall return all materials provided by Metro within 30 days after completion of the project and payment of amounts due.



Metro shall provide the following materials and services for the project:

Project coordination  
Project scheduling  
Design consultation/creative involvement  
Design review and approval coordination  
Copy editing  
Reference materials – samples of letterhead, publications, etc.  
Supplementary services as described in Exhibit C  
Implementation coordination as described in Exhibit A

#### Logo Search

7. Metro shall perform a logo search to insure completed logo design does not represent an infringement of copyright laws. Search will be performed after the completion of the design prior to implementation.

#### Liability of Contractor

8. The Contractor shall take reasonable precautions to safeguard original or other materials provided by Metro. The Contractor shall, however, not be liable for any damage to, or loss of any material provided by Metro, including artwork, photographs, or manuscripts, other than or on account of willful neglect or gross negligence of the Contractor.

8.1 The Contractor shall make good faith effort to insure originality of all materials and designs produced for Metro. In the event any infringement claim is brought against Metro, arising out of Contractor's failure to exercise due care in preparing materials or designs for Metro's use, Contractor shall revise materials and designs so that they do not constitute an infringement but will not otherwise be held liable, unless Contractor was grossly negligent or intentionally copied a protected work or design.

#### Approval of Typesetting and Final Artwork

9. Metro shall proofread and approve all final type before the production of artwork. The signature of Metro's Representative shall be conclusive as to the approval of all artwork, drawings and other items prior to their release for printing, fabrication, or installation.

## Rights

10. All services provided by the Contractor under this Agreement shall be for the exclusive use of Metro other than for the promotional use of the Contractor. Upon payment of all fees and expenses, all rights for all approved final designs created by the Contractor for this project shall be granted to Metro.

## Ownership

11. All drawings, artwork, specifications, and other visual presentation materials are the property of Metro.

11.1. All preliminary concepts and visual presentations produced by the Contractor remain the property of the Contractor and may not be used by Metro without the written permission of the Contractor.

## Third Party Contracts

12. The Contractor may contract with others to provide creative services such as photography and illustration. Metro agrees to be bound by any terms and conditions, including required credits, with respect to reproduction of such material as may be imposed on the Contractor by such third parties but only to the extent such conditions are not inconsistent with this agreement.

## Code of Ethics

13. The Contractor's services shall be performed in accordance with the AIGA Code of Ethics and Professional Conduct for Graphic Designers.

## Credit

14. The Contractor shall not have the right to include a credit line on the completed logo design nor on basic applications where the logo is used for the purpose of identifying Metro. Basic applications include, but are not limited to, the following: letterhead, business cards, envelopes, signs, forms, flags, uniforms, and publications and other communication products not designed by the Contractor.

The Contractor shall have the right to include a credit line on publications or other communication products designed by the Contractor for Metro as an extension of this project, such as a guidelines manual, provided both Metro and the Contractor agree the credit line is applicable.

Where applicable, the Contractor's credit line shall read as follows: Principia Graphica.

Metro shall not, without written approval, use the contractor's name for promotional or any other purposes with respect to these designs.

### Samples

15. Metro shall provide the contractor with samples of each printed design. Such samples shall be representative of the highest quality of work produced. The Contractor shall have the right to use such photographs for publication, exhibition, or other promotional purposes.

## STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 91-1479, FOR THE PURPOSE OF AWARDING A MULTI-YEAR CONTRACT TO COMPLETE PHASE II OF THE METRO PUBLIC INFORMATION AND IDENTIFICATION PROJECT.

---

Date: May 29, 1991

Presented by: Vickie Rocker

Requested Action: Approval of multi-year contract with Principia Graphica for the completion of Phase II of the Metro Public Information and Identification Project.

### FACTUAL BACKGROUND AND ANALYSIS

The services of the graphic design firm, Principia Graphica, are required to complete the design and implementation of a Metro-wide public information and identification system. The project has two main goals: 1) to raise the level of awareness of Metro and its role in the region; and, 2) to streamline operations to improve our ability to serve our constituents. The contractor will design a set of communication tools – logo, color and typographic standards – and guidelines for the systematic application of agency identification on all Metro communication products.

#### Request for Proposal Process

- A Request for Proposals was issued by Metro on September 14, 1990. Five proposals were received.
- A four-member screening committee comprised of Metro staff from the Public Affairs and Executive Departments and Metro ERC facilities evaluated proposals according to the criteria outlined in the proposal. Four high-scoring candidates were interviewed.
- A four-member interview panel comprised of Metro staff from the Public Affairs and Executive departments and Metro ERC facilities evaluated the candidates based on their presentations.
- Principia Graphica was selected by the evaluation committee.

- Phase I of the contract was awarded to Principia Graphica for \$5,000 on October 18, 1990. The successful completion of Phase I was a requirement for award of Phase II of the contract.

- Principia Graphica has successfully completed Phase I of the contract.

#### **STAFF RECOMMENDATION**

Based upon the performance of Principia Graphica on Phase I of the contract, staff recommends award of the Phase II, multi-year contract to Principia Graphica.

#### **EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends adoption of Resolution No. 91-1479



# GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 901-940 BUDGET CODE NO. 610 05000 524130 00000  
 FUND: General DEPARTMENT: Public Affairs (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 Design consultant fee for Metro Public Information and Identification Project

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

OR

TYPE OF REVENUE  GRANT  CONTRACT  OTHER

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

4. PARTIES Metropolitan Service District and Principia Graphica

5. EFFECTIVE DATE July 1, 1991 TERMINATION DATE June 30, 1992  
 (THIS IS A CHANGE FROM \_\_\_\_\_)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 50,000  
 PREV. AMEND \_\_\_\_\_  
 THIS AMEND \_\_\_\_\_  
 TOTAL \$ 50,000

### 7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 198-8 \$ 50,000

B. BUDGET LINE ITEM NAME Promotion/Public Relations Services Contract AMOUNT APPROPRIATED FOR CONTRACT \$ 50,000

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF June 30, 1991 \$ 0

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

Principia Graphica \$ 45,000 - 62,000  MBE  
 SUBMITTED BY AMOUNT  
Bailey Warner Group \$ 45,000 - 61,000  MBE  
 SUBMITTED BY AMOUNT  
Engram Design \$ 47,450 - 56,525  MBE  
 SUBMITTED BY AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS One set on file with Contracts Division/Public Affairs

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 _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000  
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?  
 YES  NO  
 B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?  
 YES DATE \_\_\_\_\_ INITIAL \_\_\_\_\_
16. COMMENTS:

## GRANT/CONTRACT APPROVAL

INTERNAL REVIEW	CONTRACT REVIEW BOARD (IF REQUIRED) DATE _____	COUNCIL REVIEW (IF REQUIRED)
DEPARTMENT HEAD _____	1. COUNCILOR _____	DATE _____
FISCAL REVIEW _____	2. COUNCILOR _____	
BUDGET REVIEW _____	3. COUNCILOR _____	

LEGAL COUNSEL REVIEW AS NEEDED:

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

Contract No. 901-940

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of July 1991, 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 Principia Graphica, hereinafter referred to as "CONTRACTOR," whose address is 2812 N.W. Thurman, Portland, OR 97219, for the period of July 1, 1991, through June 30, 1992, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby



incorporated as if such provision were a part of this Agreement, including but not limited to ORS 279.310 to 279.320.

Specifically, it is a condition of this contract that Contractor and all employers working under this this Agreement are subject employers that will comply with ORS 656.017 as required by Oregon Laws 1989, ch 684.

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

5. To indemnify and hold METRO, its agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement,

and for any claims or disputes involving subcontractors;

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

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

to the effect that CONTRACTOR services are those of an independent contractor as provided under Oregon Laws 1979, ch 864.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of Fifty thousand AND 0/100THS (\$ 50,000 ) DOLLARS and in the manner and at the time designated in the Scope of Work; and

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

BOTH PARTIES AGREE:

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

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

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

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

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

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

AMH:jp  
PERSONAL.FOR  
1/31/91

Meeting Date: July 25, 1991  
Agenda Item No. 7.4

RESOLUTION NO. 91-1474

TRANSPORTATION AND PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 91-1474, AMENDING  
THE FY 91-92 UNIFIED WORK PROGRAM TO INCORPORATE AIR  
QUALITY PLANNING TASKS

---

Date: July 11, 1991

Presented by: Councilor Gardner

COMMITTEE RECOMMENDATION: At the July 9, 1991 meeting, the Transportation and Planning Committee voted 3-0 to recommend Council adoption of Resolution No. 91-1474. Voting in favor were Councilors Devlin, Gardner and McLain. Councilors Bauer and Van Bergen were excused.

COMMITTEE DISCUSSION/ISSUES: Transportation Director Andy Cotugno presented staff's report. He explained that as a result of federal legislation, activities not anticipated during the budget process must be added to the work program. Metro will be responsible for developing a plan to deal with hydrocarbons and carbon monoxide, both related to automobile emissions.

Councilor Van Bergen asked how the work program relates to a previous federal grant to study emissions. Mr. Cotugno explained that similar work was conducted in response to the 1977 Clean Air Act, and that particulates were targeted in subsequent studies. He said that the 1990 Clean Air Act sets new standards and a new deadline to which Metro must respond.

Councilor Van Bergen also asked why Metro is the lead agency for this activity. Mr. Cotugno said that Metro has been designated as lead agency by EPA, because automobiles are the predominant source of these two pollutants. He said that although DEQ could serve as the lead agency rather than Metro, Metro is obligated to participate in its capacity as a Metropolitan Planning Organization.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING THE )	RESOLUTION NO. 91-1474
FY 92 UNIFIED WORK PROGRAM TO )	
INCLUDE AIR QUALITY PLANNING )	Introduced by
ACTIVITIES )	David Knowles, Chair
	Joint Policy Advisory Commit-
	tee on Transportation

WHEREAS, The FY 92 Unified Work Program was adopted by Resolution No. 91-1407; and

WHEREAS, The Clean Air Act of 1990 establishes new air quality requirements affecting automobile emissions; and

WHEREAS, Metro is the lead agency designated to ensure compliance with the Clean Air Act for automobile-related emissions; and

WHEREAS, The Department of Environmental Quality is responsible for ensuring overall compliance with the Clean Air Act; and

WHEREAS, The Metro Regional Transportation Plan and Transportation Improvement Program must be evaluated periodically to ensure conformity with the State Implementation Plan for meeting Clean Air Act requirements; and

WHEREAS, The '91 Oregon Legislature has established a Portland area Task Force on Automobile Emissions; now, therefore,

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District does hereby amend the FY 92 Unified Work Program to include air quality planning activities as reflected in Exhibit A.

2. That this work program and policy conclusions shall be coordinated with actions in Clark County, Washington.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Tanya Collier, Presiding Officer

ACC:lmk/6-25-91  
91-1474.RES

EXHIBIT A  
TO RESOLUTION NO. 91-1474

PROGRAM DESCRIPTION

In cooperation with DEQ, Metro will update current year estimates and future year forecasts of emissions to determine whether federal clean air standards can be achieved by the mandatory deadline and maintained thereafter. In cooperation with Tri-Met, the Department of Environmental Quality, the Oregon Department of Transportation, and local jurisdictions, Metro will act as the lead agency in a comprehensive analysis of alternative demand management techniques applicable in the Portland region. The objectives of demand management are to reduce vehicle miles traveled (VMT) in the region, thereby reducing the demand for transportation capital expenditures, improving air quality, improving neighborhood livability and reducing energy consumption. Appropriate evaluation methodologies will be identified or developed for an alternatives analysis of various demand management techniques. The analysis will lead to recommendations for a demand management implementation strategy for the region which may include amendments to the RTP and to local comprehensive plans and ordinances. Each technique will be evaluated for its emissions reduction potential. In addition, the "Base Case" RTP and an amended RTP to incorporate recommended measures will be evaluated.

Metro will participate in the City of Portland Transportation Management Plan. Technical assistance relating to travel demand impacts resulting from alternative measures will be provided to allow the consultant to calculate emissions. Metro will participate with DEQ to provide support for the Portland area Task Force on Automobile Emissions established by the 1991 Oregon Legislature.

PROGRAM NARRATIVE

Metro's involvement in air quality planning is precipitated by the Clean Air Act of 1990. In accordance with federal law, the standard for ozone (hydrocarbon emissions) must be met by November 1993 and carbon monoxide by November 1995. Thereafter, the standard must be maintained. Since automobile emissions are the primary source for these two pollutants, the Regional Transportation Plan and Transportation Improvement Program must conform to this requirement. The full scope of the Clean Air Act requirements will be documented as part of this work program. Metro's involvement in automobile emissions will be integrated with DEQ's proposals for stationary sources for comparison to the overall federal standard. The following major components are included in Metro's air quality work program:



1. Involvement in Portland Central City Transportation Management Plan.
2. Update to current hydrocarbon and carbon monoxide emissions inventory.
3. Evaluation of air pollution emissions of the RTP.
4. Evaluation of alternative demand management programs for inclusion in the RTP to reduce vehicle travel and air pollution emissions.
5. In cooperation with DEQ, support for the Portland area Task Force on Automobile Emissions established by the '91 Oregon Legislature.
6. In cooperation with DEQ, development of an air quality maintenance plan for ozone and carbon monoxide demonstrating ongoing attainment of the federal standard.

The Portland Central City Transportation Management Plan is underway to update the key element of the carbon monoxide state implementation plan, the downtown parking policy. A consultant will develop an air pollution emissions model and evaluate the air quality effects of alternative Central City transportation management plans. Metro and Portland staff will provide travel forecasts to the consultant to estimate emissions. In addition, the consultant will provide the air pollution emissions model to Metro and Portland to incorporate into the regional models for ongoing use.

The Demand Management Program is intended to study the benefits and constraints of a comprehensive and regionwide strategy of demand management activities. The study element would have two major goals:

1. Identify and evaluate various demand management strategies from both a technical and policy level. Evaluation criteria would include reductions in VMT, improvements to air quality and consistency with land use goals and policies; and
2. Develop a regional demand management program of strategies for the Portland region. The program would include adoption, implementation, enforcement, and evaluation procedures for selected alternative strategies. The program and analysis would supplement and be incorporated into Metro's Urban Growth Management and Regional Transportation Planning efforts.

Major tasks include:

- . Identify regional demand management issues and objectives consistent with the study goals.
- . Conduct a literature search to identify a comprehensive list of demand management alternatives, both "traditional" (existing) and "innovative."
- . Develop an evaluation methodology to analyze the list of demand management techniques. The methodology will evaluate the techniques for their ability to achieve study goals for VMT reduction, air quality improvements, etc. and will evaluate other technical, legal, policy and locational implications. A benefit/cost analysis will be used to measure the effectiveness of demand management on capital expenditure requirements.
- . Conduct an alternatives analysis of the various demand management techniques using the methodology developed above.
- . Prepare a report describing the study alternatives, the relationship to Clark County, Washington air quality actions, the results of analysis and a recommended strategy for demand management in the Portland region.

Metro's RTP-related air quality analysis will involve evaluating the conformity of the overall plan to air quality standards, with and without the addition of new demand management programs. This work will satisfy requirements to update the current year automobile emissions inventory and as input to an amendment to the State Implementation Plan (SIP) to demonstrate that the standard can be maintained after attainment. Actual preparation of the SIP amendment will carry forward to the FY 92-93 Unified Work Program.

TASK BUDGET

1. Central City Plan Support . . . . .	\$ 65,260
2. Demand Management Program . . . . .	121,500
3. RTP Emissions . . . . .	12,000
4. Portland Area Task Force on Automobile Emissions. . . . .	<u>30,000</u>
	\$228,760



## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 91-1474 FOR THE PURPOSE OF AMENDING THE FY 92 UNIFIED WORK PROGRAM TO INCLUDE AIR QUALITY PLANNING ACTIVITIES

Date: June 25, 1991

Presented by: Andrew Cotugno

#### PROPOSED ACTION

This resolution would amend the FY 92 Unified Work Program to include the following air quality planning activities:

1. Development of an automobile emissions forecasting model.
2. Estimation of current and future automobile-related emissions.
3. Support for the Central City Transportation Management Plan to meet carbon monoxide standards in downtown Portland.
4. Evaluation and adoption of demand management programs for inclusion in the RTP to reduce automobile-related emissions.
5. Staff support with DEQ to the Portland area Task Force on Automobile Emissions created by the '91 Oregon Legislature.

TPAC and JPACT have reviewed the FY 92 UWP amendment and recommend approval of Resolution No. 91-1474.

#### FACTUAL BACKGROUND AND ANALYSIS

The Portland region is currently designated in non-attainment of air quality standards for ozone (resulting from hydrocarbon emissions) and carbon monoxide (resulting from internal combustion engines). The automobile is the principal source of these pollutants. In accordance with the Clean Air Act of 1990, the region must attain the ozone standard by November 15, 1993 and the carbon monoxide standard by December 31, 1995. Upon attainment, the standard must be maintained thereafter. The Metro RTP and TIP must be periodically evaluated to ensure these plans and programs as a whole meet and maintain the standards. With certain exceptions, individual projects can only be implemented if the total plan can be shown in conformity. Failure to meet these and various other requirements can result in sanctions including withholding of highway funds and additional mandatory control measures. A summary of Clean Air Act requirements is included as Attachment A to this Staff Report.

The work program includes the following key areas of activity:

## Central City Transportation Management Plan

The automobile emissions model for the region will be developed through consultant support for this task. Metro and Portland staff will provide technical support for traffic forecasts to be used for calculating vehicle emissions. The final product will be the carbon monoxide implementation and maintenance plan for the Central City area.

### Base Automobile Emissions Estimates

Estimates will be made for automobile emissions of carbon monoxide and hydrocarbons for the current year and for an RTP and TIP base condition. Current estimates are a required submission to EPA by 1993. RTP and TIP estimates are required to establish conformity and to include in a plan to demonstrate that the standards can be maintained upon attainment.

### Demand Management Program

This is the major area that is anticipated will be needed to reduce automobile emissions in the RTP and TIP. A comprehensive evaluation of demand management and system management techniques will be evaluated to determine their feasibility and effectiveness in reducing emissions and assisting with other objectives relating to congestion and mobility. The result will be an implementation program, including responsibilities and cost for inclusion in the RTP and TIP.

### Portland Area Task Force on Automobile Emissions

The '91 Legislature established this task force to develop recommendations for reducing automobile emissions while maintaining mobility with particular emphasis on alternative forms of transportation. The Metro demand management analysis will be a major input to their review. Their recommendations will be considered for inclusion in the Metro/DEQ State Implementation Plan and will be forwarded to the relevant Interim Committee in September 1992 and to the '93 Oregon Legislature.

This activity will be continued to the FY 93 Unified Work Program which will include tasks to prepare required implementation and maintenance plans to the Environmental Protection Agency (EPA).

### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 91-1474.

# METRO

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

## ATTACHMENT A

### Clean Air Act of 1990

- I. Classify areas according to severity of air pollution problem (see Attachment A-1).
- II. Mandatory programs required to be implemented according to severity of the area's air pollution problem (see Attachments A-2 and A-3).

OZONE is an areawide pollutant (smog) formed by the reaction of volatile organic compounds (such as gasoline or solvents) with heat and sunlight. Violations occur downwind of the metropolitan area as a result of total metropolitan emissions.

Must meet ozone standard by November 15, 1993.

Corrections to the New Source Review Program must be implemented by November 15, 1992.

"Fix-ups" to existing RACT controls must be implemented by May 15, 1991 (RACT = Reasonably Available Control Technology on industrial sources).

Corrections or implementation of vehicle inspection program must be implemented immediately.

An updated inventory of existing stationary, area-wide and transportation sources of emissions must be submitted by November 15, 1992.

CARBON MONOXIDE is a localized pollutant resulting from combustion (principally from autos). Violations occur at "hot spots" where there is too high a concentration of pollutant in one location. Downtown Portland has historically been the violation area. However, no violations have been recorded recently and violations have been occurring in Vancouver and on 82nd Avenue.

Must meet CO standard by December 31, 1995.

Vehicle inspection program must be implemented.

Oxygenated fuels required (depending upon availability from suppliers; more severe areas have priority).

An updated inventory of emission sources due November 15, 1992.

Executive Officer  
Rena Cusma

Metro Council

Tanya Collier  
Presiding Officer  
District 9

Jim Gardner  
Deputy Presiding  
Officer  
District 3

Susan McLain  
District 1

Lawrence Bauer  
District 2

Richard Devlin  
District 4

Tom Delardin  
District 5

George Van Bergen  
District 6

Ruth McFarland  
District 7

Judy Wyers  
District 8

Roger Buchanan  
District 10

David Knowles  
District 11

Sandi Hansen  
District 12

- III. Failure to meet attainment schedule causes slippage to the next highest classification of severity with additional mandatory requirements.
- IV. Upon attaining standards, an area can petition for designation as an attainment area and must submit a plan defining how standards will be maintained over time.
- V. Annual Transportation Improvement Program (TIP) must be evaluated for "conformity" with air quality standards (i.e., does the total pollutant load with the TIP implemented meet the standard?).

Amendments to TIP or changes to proposed projects require a project-specific air quality analysis.

VI. Sanctions

Current

Sanctions imposed due to failure to submit State Implementation Plan (SIP).

EPA could withhold highway funding from the state and urban area.

Proposed

Sanctions imposed due to failure to submit any required submission or failure to implement any SIP provision.

EPA can withhold highway funding from the jurisdiction failing to act; improvements that are for safety, rehabilitation or beneficial to air quality are exempt.

- VII. EPA defines standards for calculating vehicle miles traveled upon which vehicle emission estimates are based.
- VIII. Clean Air Act moves toward a market-based approach to air pollution control -- \$25.00 per ton of emission imposed on industry.
- IX. Additional actions will be required in the Portland metropolitan area to maintain standards after attainment, to avoid slippage into a more severe category and to accommodate future growth. Inter-state coordination of control measures is essential.

## CLASSIFICATION OF AREAS

	CLASS	LEVEL - PPM	ATTAINMENT DATE
Ozone	Marginal	.121 to .138	3 years ← Portland/Vancouver
	Moderate	.138 to .160	6 years
	Serious	.160 to .180	9 years
	Severe 1	.180 to .190	15 years
	Severe 2	.190 to .280	17 years
	Extreme	.280 and above	20 years
Carbon Monoxide	Moderate	9.1 to 16.4	12/31/95 ← Portland/Vancouver
	Serious	16.5 and up	12/31/00

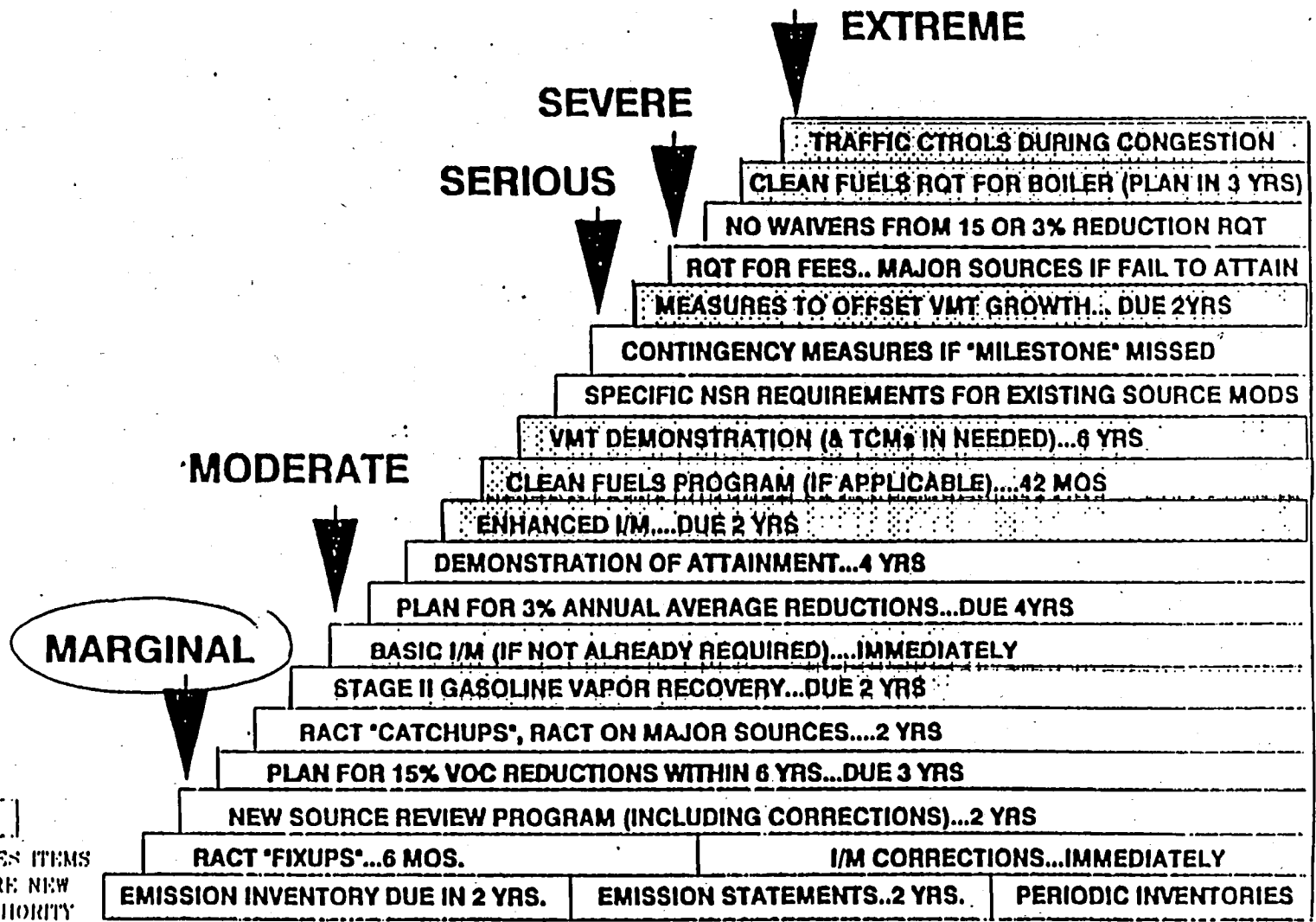
*For ozone and CO: Adjustment Possible Based On 5% Rule; EPA May Grant Two One-Year Extensions of Attainment Date*

PM-10	Moderate	N/A	12/31/94 6 years for future areas
	Serious	N/A	12/31/01 10 years for future areas

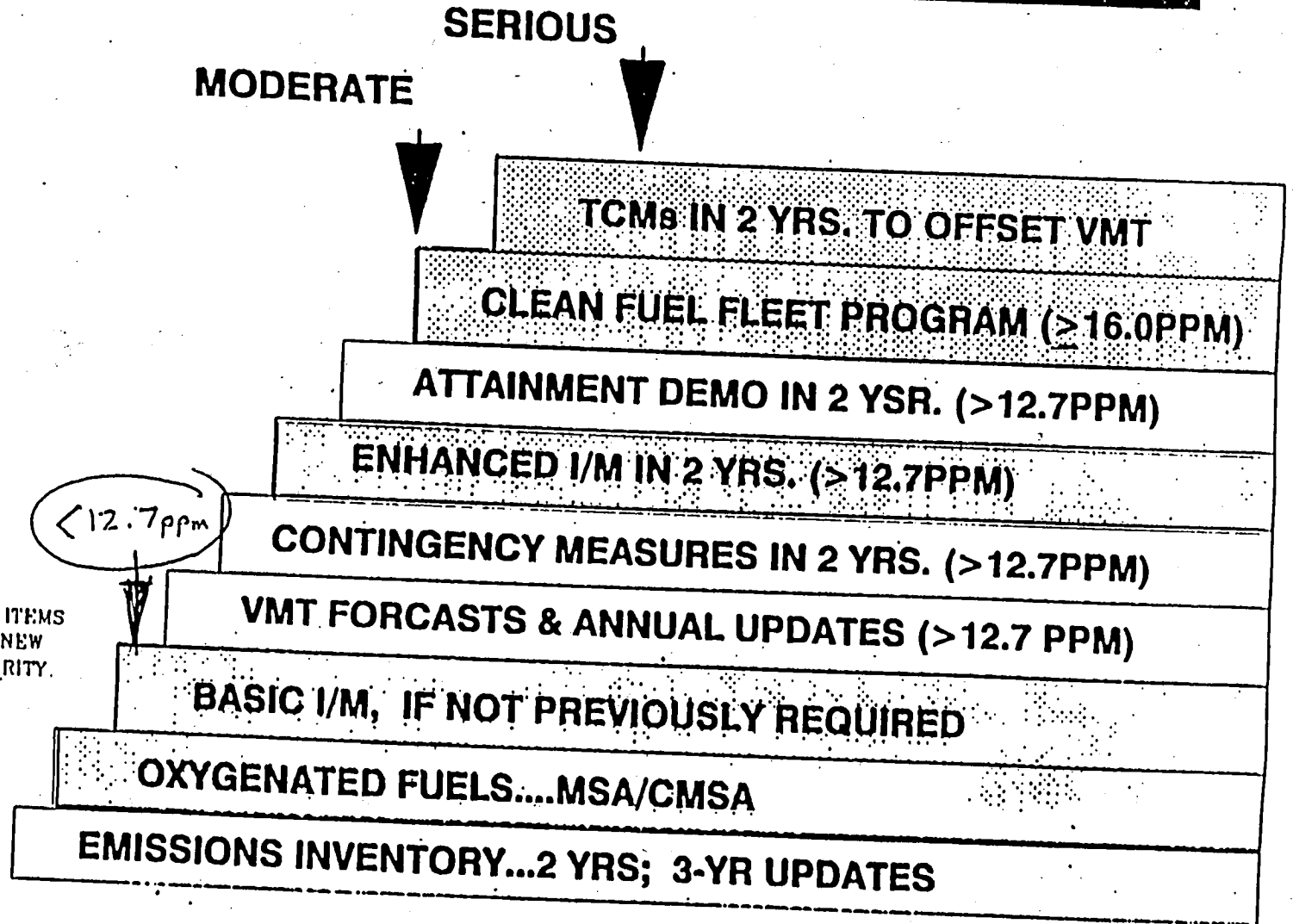
*Possible Extension of Attainment Date Up to Five Years for Serious Areas*



# REQUIREMENTS FOR OZONE PLANS



# REQUIREMENTS FOR CO PLANS



SHADING INDICATES ITEMS THAT MAY REQUIRE NEW STATE LEGAL AUTHORITY.

<12.7ppm

Meeting Date: July 25, 1991  
Agenda Item No. 7.5

RESOLUTION NO. 91-1484



**METRO**

# Memorandum

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

**DATE:** July 18, 1991  
**TO:** Interested Parties  
**FROM:** Paulette Allen, Clerk of the Council  
**RE:** RESOLUTION NO. 91-1484

The Council agenda will be printed before the Finance Committee meets to consider the resolution referenced above. Committee reports will be distributed in advance to Councilors and available at the meeting July 25.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF OBTAINING ) RESOLUTION NO. 91-1484  
APPROVAL OF A SHORT TERM )  
LEASE OF ADDITIONAL OFFICE ) Introduced by Rena Cusma,  
SPACE 1881 S.W. FRONT AVENUE ) Executive Officer

WHEREAS, Metropolitan Service District Code Section 2.04.033 requires Council approval of Metro real estate transactions; and

WHEREAS, The Metro Center Building is unable to adequately accommodate the additional employees authorized in the FY 1991-92 Adopted Metro Budget; and

WHEREAS, Additional office space is available for lease from the Contact Lumber Company in their facility at 1881 S.W. Front Avenue, immediately adjacent to Metro Center on the north; and,

WHEREAS, Funding for the leased space and the move of Metro organizational elements was added to the Metro FY 1991-92 Budget through enactment of Ordinance No. 91-390; now, therefore,

BE IT RESOLVED,

That the Metropolitan Service District enter into a lease agreement with Contact Lumber (Exhibit 1) to lease additional Metro office space at the Contact Lumber building, 1881 S.W. Front Avenue, Portland, Oregon.

ADOPTED by the Council of the Metropolitan Service

District this \_\_\_\_\_ day of \_\_\_\_\_ , 1991.

Tanya Collier, Presiding Officer

EXHIBIT 1

OFFICE LEASE

This lease, made and entered into at Portland, Oregon, this 16 day of

July, 19 91, by and between Contact Lumber Company

LANDLORD:

and TENANT: Metropolitan Service District

Landlord hereby leases to Tenant the following office space located on the ground floor of approximately 8,900 sq.ft. (Northend 6,600 sq.ft. & Southend 2,300 sq. ft.). (See exhibit "A" attached). (the

Premises in the Contact Lumber building

(the Building) at 1881 SW Front Avenue

Portland, Oregon, for a term commencing September 1, 19 91, or as soon as the space is ready for occupancy.

and continuing through August 31, 19 92; at a Base Rental of

\$ 8,726 (U.S.) per month payable in advance on the day

of each month commencing September 1, 19 91.

Landlord and Tenant covenant and agree as follows:

- 1.1 **Delivery of Possession** Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term, commencement will be deferred and Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within 90 days following commencement of the term, then Tenant may elect to cancel this lease by notice to Landlord within 10 days following expiration of the 90-day period. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner.
- 2.1 **Rent Payment** Tenant shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. Additional rent means amounts determined under paragraphs 19.1 and 19.3 of this Lease and any other sums payable by Tenant to Landlord under this Lease. Rent not paid when due shall bear interest at the rate of one-and-one-half percent per month until paid. Landlord may at its option impose a late charge of \$.05 for each \$1 of rent for rent payments made more than 10 days late in lieu of interest for the first month of delinquency, without waiving any other remedies available for default.
- 3.1 **Lease Consideration** Upon execution of the lease Tenant has paid the Base Rent for the first full month of the lease term for which rent is payable and in addition has paid the sum of \$ 8,726.00 as lease consideration. Landlord may apply the lease consideration to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the lease consideration is applied by Landlord, Tenant shall on demand pay the sum necessary to replenish the lease consideration to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the lease consideration shall be applied against the rent payable for the last month of the term. The lease consideration shall not be refundable.

Please initial

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

**4.1 Use**

Tenant shall use the Premises as business offices for office use and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of other tenants of the Building. Tenant shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building.

**4.2 Equipment**

Tenant shall install in the Premises only such office equipment as is customary for general office use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense.

**4.3 Signs**

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes and all signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.

**5.1 Utilities and Services**

Landlord will furnish heat, electricity, elevator service, and if the Premises are air conditioned, air conditioning during the normal Building hours of 8:00 AM to 6:00 PM, Monday through Friday, except holidays and 8:00 AM to 12:00 noon Saturdays, except holidays. Janitorial service will be provided in accordance with the regular schedule of the Building, which schedule and service may change from time to time. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, but Landlord shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises.

**5.2 Extra Usage**

If Tenant uses excessive amounts of utilities or services of any kind because of operation outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting, or any other cause, Landlord may impose a reasonable charge for supplying such extra utilities or services, which charge shall be payable monthly by Tenant in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, Landlord shall designate a qualified independent engineer whose decision shall be conclusive on both parties. Landlord and Tenant shall each pay one-half of the cost of such determination.

**6.1 Maintenance and Repair**

Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach of this lease by Tenant, its employees or invitees shall be at Tenant's expense.

**6.2 Alterations**

Tenant shall not make any alterations, additions, or improvements to the Premises, change the color of the interior, or install any wall or floor covering without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and unattached movable trade fixtures, shall at once become part of the realty and belong to Landlord. Landlord may at its option require that Tenant remove any alterations and restore the Premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by Tenant in the Premises.

**7.1 Indemnity**

Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities. Tenant shall indemnify and defend Landlord from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this lease. Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other Tenants of the Building, or by third parties.

**7.2 Insurance**

Tenant shall carry liability insurance with the following limits **\$1,000.00 per occurrence** which insurance shall have an endorsement naming Landlord and Landlord's agent, if any, as an insured and covering the liability insured under paragraph 7.1 of this lease. Tenant shall furnish a certificate evidencing such insurance which shall state that the coverage shall not be cancelled or materially changed without 10 days' advance notice to Landlord and Landlord's agent, if any, and a renewal certificate shall be furnished at least 10 days prior to expiration of any policy.

Please initial

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant



**8.1 Fire or Casualty**

"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent of the pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, Landlord may elect to terminate this lease by notice in writing to Tenant within 30 days after such date. If this lease is not terminated following Major Damage, or if damage occurs which is not Major Damage, Landlord shall promptly restore the Premises to the condition existing just prior to the damage. Tenant shall promptly restore all damage to tenant improvements or alterations installed by Tenant or pay the cost of such restoration to Landlord if Landlord elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by Landlord is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by Tenant.

**8.2 Waiver of Subrogation**

Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises. Neither Landlord nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

**9.1 Eminent Domain**

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claim against Landlord or the condemnation award because of the taking.

**10.1 Assignment and Subletting**

This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this lease or sublet all or any portion of the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Landlord shall not unreasonably withhold its consent to any assignment, or to subletting provided the subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the Building for comparable space and the proposed Tenant is compatible with Landlord's normal standards for the Building. If Tenant proposes a subletting or assignment to which Landlord is required to consent under this paragraph, Landlord shall have the option of terminating this lease and dealing directly with the proposed subtenant or assignee, or any third party. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorneys' fees.

**11.1 Default**

Any of the following shall constitute a default by Tenant under this lease:

(a) Tenant's failure to pay rent or any other charge under this lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.

(b) Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for Tenant's properties.

(c) Assignment or subletting by Tenant in violation of paragraph 10.1.

(d) Vacation or abandonment of the Premises without the written consent of Landlord.

**11.2 Remedies for Default**

In case of default as described in paragraph 11.1 Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) Landlord may terminate the lease and retake possession of the Premises. Following such retaking of possession, efforts by Landlord to relet the Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If Landlord has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages or loss of rentals from Tenant.

(b) Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this lease, and the unamortized cost of any tenant improvements installed by Landlord to meet Tenant's special requirements. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgement at the prevailing interest rate on judgements.

Please initial

(c) Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent per month. Any such payment or performance by Landlord shall not waive Tenant's default.

**12.1 Surrender**

On expiration or early termination of this lease Tenant shall deliver all keys to Landlord and surrender the Premises broom clean and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may dispose of it in any manner without liability. If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to the provisions of this lease except that rent shall be one-and-one-half times the total rent being charged when the lease term expired; or (ii) to eject Tenant from the Premises and recover damages caused by wrongful holdover.

**13.1 Regulations**

Landlord shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this lease.

**14.1 Access**

During times other than normal Building hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Building. Landlord shall have no liability for permitting or refusing to permit access by anyone. Landlord shall have the right to enter upon the Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

**14.2 Furniture and Bulky Articles**

Tenant shall move furniture and bulky articles in and out of the Building or make independent use of the elevators only at times approved by Landlord following at least 24 hours' written notice to Landlord of the intended move. Landlord will not unreasonably withhold its consent under this paragraph.

**15.1 Notices**

Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

**16.1 Subordination**

This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.

**16.2 Transfer of Building**

If the Building is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the lessor under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

**16.3 Estoppels**

Either party will within 20 days after notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance, or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.

**17.1 Attorneys' Fees**

In any litigation arising out of this lease, the prevailing party shall be entitled to recover attorneys' fees at trial and on any appeal.

**18.1 Quiet Enjoyment**

Landlord warrants that so long as Tenant complies with all terms of this lease it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building.

Please initial

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

**19.1 Additional Rent-Tax Adjustment** Whenever for any calendar year the real property taxes levied against the Building and its underlying land (and any tax levied wholly or partially in lieu thereof) exceed those levied during the calendar year in which this lease commenced, then the monthly rental for the next succeeding calendar year shall be increased by one-twelfth of such tax increase times Tenant's proportionate share. "Real property taxes" as used herein means all taxes and assessments of any public authority against the Building and the land on which it is located and the cost of contesting any tax. If any portion of the Building is occupied by a tax-exempt tenant so that the Building has a partial tax exemption under ORS 307.112 or a similar statute, then real property taxes shall mean taxes computed as if such partial exemption did not exist. If a separate assessment or identifiable tax increase arises because of improvements to the Premises, then Tenant shall pay 100 percent of such increase.

**19.2 Tenant's Proportionate Share** "Tenant's proportionate share" as used herein means the area of the Premises, divided by the total area of the Building (not including basement storage space), with area determined using one of the methods of building measurement defined by the Building Owners and Managers Association (BOMA). Tenant's proportionate share as of the lease commencement date shall be \_\_\_\_\_ percent.

**19.3 Additional Rent-Operating Expense Adjustment** Tenant shall pay as additional rent its proportionate share, as defined in 19.2, of the amount by which operating expenses for the Building increase over those experienced by Landlord during the calendar year when this lease commenced (base year). As of January 1 of each year Landlord shall estimate the amount by which operating expenses are expected to increase, if any, over those incurred in the base year. Monthly rental for the year shall be increased by one-twelfth of Tenant's share of the estimated increase. Following the end of each calendar year, Landlord shall compute the actual increase in operating expenses and bill Tenant for any deficiency or credit Tenant with any excess collected. As used herein "operating expenses" shall mean all costs of operating and maintaining the Building as determined by standard real estate accounting practice, including, but not limited to: all water and sewer charges; the cost of steam, natural gas, electricity provided to the Building; janitorial and cleaning supplies and services; administration costs and management fees; superintendent fees; security services, if any; insurance premiums; licenses, permits for the operation and maintenance of the Building and all of its component elements and mechanical systems; the annual amortized capital improvement cost (amortized over such a period as Lessor may select but not shorter than the period allowed under the Internal Revenue Service Code and at a current market interest rate) for any capital improvements to the Building required by any governmental authority or those which have a reasonable probability of improving the operating efficiency of the Building.

**20.1 Complete Agreement** This lease and the attached Exhibits and Schedules, if any, constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

LANDLORD: Contact Lumber Company By \_\_\_\_\_

Address for notices: 1881 SW Front Avenue Name: \_\_\_\_\_

Portland, Oregon 97201 Title: \_\_\_\_\_

Phone (503) 228-7361

TENANT: Metropolitan By \_\_\_\_\_

Service District

Address for notices: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

## ADDENDUM

MODIFICATIONS, INSERTIONS AND ADDITIONAL PROVISIONS TO BE MADE A PART OF THAT CERTAIN LEASE BETWEEN CONTACT LUMBER COMPANY, AS LANDLORD and METROPOLITAN SERVICE DISTRICT, AS TENANT.

### RENT SCHEDULE:

From September 1, 1991 through August 31, 1992 the sum of \$8,529 per month.

### TELEPHONES:

Tenant agrees, at its expense, to provide telephone wiring into each individual suite and appropriate common areas. Tenant agrees that Landlord shall not be liable for any damages or other liability incurred by Tenant or any other parties as a result of Tenant's wiring the premises for telephones. Tenant further agrees to indemnify and hold harmless Landlord from any and all liability or claims of Tenant or others arising or resulting from Tenant's wiring of the premises for telephones.

### SIGNAGE:

Tenant will provide signage which will be approved by the Landlord and at Tenant's expense.

### PARKING:

Tenant shall be allowed a total of two (2) reserved off-street parking stalls at no charge.

### TENANT IMPROVEMENTS:

Upon execution of the Lease by all parties, Landlord shall provide the following interior improvements. Landlord agrees to build out the following Tenant Improvements at their sole cost and expense, two (2) private offices and one (1) conference room. Landlord has final approval on all additional Tenant Improvements, which will be at the Tenant's expense. Included in the stated rent is the cost to build approximately 100 linear feet of full height wall, which will separate Tenant from Landlord space in the south end of said space. The cost of the demising wall is \$2,223 which will be fully amortized over the first 12 months of the lease at 12 % interest

### OPTION TO RENEW:

Tenant will have two (2) six (6) month options to renew lease provided Tenant gives Landlord three (3) months written notice. The rental rate for the option period is \$8,900 per month (\$12.00 sq.ft.) all other terms and conditions will remain the same.



STAFF REPORT

RESOLUTION NO. 91-1484 FOR THE PURPOSE OF OBTAINING  
APPROVAL OF A SHORT TERM LEASE OF ADDITIONAL OFFICE SPACE

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Date: July 23, 1991

Presented by: Neil E. Saling

Background

The adopted FY 1991-92 Metro Budget increases Metro's full time equivalent (FTE) employees from 695.59 to 783.47, an increase of 87.88 FTE. Of this increase approximately 52 employees will be added to the workforce at Metro Center. The largest increases occur in Solid Waste (18), Support Services (16) Planning and Development (8) and Transportation (9). In addition, Transportation anticipates the need to accommodate at least six (6) staff members not a part of the FY 1991-92 Budget.

In conjunction with the planning for space allocation in the Sears facility, the architectural firm of BOOR/A prepared a building program based upon the Proposed FY 1991-92 Metro budget. This program determined a Metro space need of 59,315 square feet. (63,350 square feet less the Day Care Center). Of this program, the Transportation Department requires 6755 square feet for its FTE staff and approximately 7700 square feet with its augmented staff.

The Metro Center building contains 42,878 square feet of useable office space. At present tenants occupy 4708 square feet, leaving 38,170 square feet of space for Metro. All tenant leases expire in January 1992. Metro Departments, in particular Solid Waste and Transportation, are currently operating under very cramped conditions.

Analysis

Metro is faced with a multi-dimensional space problem.

(1) The present Metro Center facility has inadequate useable office space to satisfy the demands of the new staff authorized in FY 1991-92.

(2) Relocation of tenants will not satisfy the Metro space needs.

(3) Relocation of tenants upon lease expiration will not provide space in a timely manner. Most new employees will be hired during the first quarter, FY 1991-92.

The departure of the tenant law firm of Eves and Wade has allowed the move of the Office of General Counsel to the fourth floor. Expansion of the Public Affairs, Personnel and Council Staff has been accommodated in the space vacated by Office of General Counsel. Planning and Development Department expansion will be accommodated through the consolidation of the office of Gregson Parker, CPA, with the law offices of Moskowitz and Thomas. The remaining demands stem from Solid Waste Department, Transportation Department, Regional Facilities Department and the Finance & Management Information Department.

It is proposed to lease approximately 8,900 square feet of office space for Metro at 1881 S.W. Front, the building immediately North of the Metro Center facility. The proposed leased office space will include two small conference areas, two enclosed offices, a kitchen/lunchroom area, restrooms and two parking spaces. All other office furnishings will be mobile, e.g. panels, desks, chairs, credenzas, etc. Cost will be \$11.50 per square foot or about \$8,500 per month (\$102,000 annually). Cost for the move of the Transportation Department to include reestablishing computer links will approximate \$60,000. These costs were provided for in the FY 1991-92 Budget through previous passage of Ordinance No. 91-390. Continued tenant occupancy could provide an offset of approximately \$25,000 over the next 12 months.

The leased space will be occupied by the Transportation Department. The space vacated by the Transportation Department will be backfilled by the Regional Facilities Department and a portion of the Solid Waste Department. The first floor space vacated by the Regional Facilities Department will be occupied by the Finance Department.

Under this scenario, the desired Metro space will not be fully met (short 12,245 square feet); however, there is potential relief from:

- (1) Move to the renovated Sears facility in approximately 18 months.
- (2) Expansion space at the proposed leased facility (5,500 square feet).
- (3) Release of tenant space in Metro Center (4,700 square feet).
- (4) Reduced conference room space.

Staff considered an alternative of "buying out" the leases of the remaining tenants. Not only was this option expensive, but it did not generate sufficient space in a timely fashion. Equivalent leased space was found available in other locations, but none in the same close proximity to Metro Center.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 91-1484.





**METRO**

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

*Memorandum*  
*attached copy*

**DATE:** July 25, 1991  
**TO:** Metro Council  
**FROM:** Paulette Allen, Clerk of the Council *PA*  
**RE:** AGENDA ITEM NO. 5.1; ORDINANCE NO. 91-415

Attached is Exhibit A to Ordinance No. 91-415 scheduled for first reading at Council July 25. Exhibit A has been revised and the revised Exhibit A will be incorporated into the ordinance record for Governmental Affairs Committee consideration.

EXHIBIT A

Metro Council District Reapportionment

Legal Description of proposed boundaries

**Metro Council Reapportionment  
July, 1991**

The following is a description of the proposed Metro Council Districts. Each district is described beginning usually at the northwestern most point and moving in a clockwise fashion around district. The phrase: "outer boundary of the district" refers to the boundary of the Metropolitan Service District as a whole. Unless specified otherwise, references to city streets are meant to indicate the street centerline. Population figures for each of the districts are included in Appendix A. Appendix B includes a description of each sub-district by Census Tract/Block.

**District 1:** Beginning at the intersection of the East line of section 23 of Township 1 North 4 West and the Bonneville Power Administration right of way follow the outer boundary of the district; SW 185th Ave; SW Kinniman to the outer boundary; back to the point of beginning.

**Notes:** Includes the portion of the communities of Forest Grove, Hillsboro and Cornelius that lie within the boundary of Metro.

**District 2:** Beginning at the intersection of SW 209th and SW Kinniman; SW Kinniman; SW 185th Ave; Tualatin Valley Highway (Hwy 8); S W Murray Blvd; SW Millikan Way; SW Hocken Way; SW Henry St; SW Cedar Hills Blvd; The boundary of the City of Beaverton: SW Center St ; Highway 217; SW Scholls Ferry Rd; Fanno Creek; SW Tiedeman Ave; SW Walnut St; Pacific Highway (Hwy 99W); Bull Mt Rd; the outer boundary of the district back to the point of beginning.

**Notes:** the intention is to keep intact the Central Beaverton Planning Association as well as the Tigard Neighborhood Planning Organization (NPO #7).

**District 3:** Beginning at the intersection of the Multnomah/Washington County line and Burnside Dr; Burnside Dr; NW Westover; NW 25th Ave; NW Lovejoy; NW Cornell Rd; Boundary of Forest Park; unnamed intermittent stream paralleling NW Groce Rd to St Helens Rd; NW Vaughn St; 1-405; Burnside St; Willamette River; Dunthorpe/City of Portland boundary;

Multnomah/Clackamas County line The City of Portland Boundary; the Multnomah/Clackamas County line back to the point of beginning.

Notes: The district includes all of SW Portland that is within Multnomah County. The NW Neighborhood Association is also included.

**District 4:** Beginning at the intersection of the West line of section 8 of Township 2 South 1 West and Bull Mt Rd; SW Bull Mt Rd; Highway 99W; SW Walnut St; SW Tiedman Ave; Fanno Creek; SW Scholls Ferry Rd; Highway 217; Hall Blvd; SW Locust St; SW 72nd Ave; SW Oak St; SW 71st Ave; Barbur Blvd; Multnomah/Washington county line; Multnomah/Clackamas County line; City of Portland boundary; Multnomah Clackamas County line; City of Portland/Dunthorpe boundary; Willamette River; Oswego Creek; Lake Oswego; South Shore Blvd; West Bay Rd; Bryant Rd; Lakeview Blvd; Clackamas/Washington County line; Tualatin River; SW Stafford Rd; the outer boundary of the district back to the point of beginning.

Notes: Includes the communities of Sherwood, Wilsonville, Lake Oswego (North of the lake), Tigard, King City, Durham, Tualatin, Rivergrove and Dunthorpe; Straddles all three counties in order to balance population, as well as keep Lake Oswego and Dunthorpe communities intact.

**District 5:** Beginning at the intersection of the Washington/Clackamas County line and Lakeview Blvd; Lakeview Blvd; Bryant Rd; West Bay Rd; South Shore Blvd; Lake Oswego; Oswego Creek; Willamette River; Risely Ave; River Rd; Concord Rd; Oatfield Rd; Theissen Rd; Webster Rd; SE Strawberry Ave; SE 82nd Dr; Gladstone city boundary to the Clackamas River; the outer boundary of the district; SW Stafford Rd; Tualatin River; the Clackamas/Washington County line back to the point of beginning.

notes: Includes the communities of West Linn, Oregon City, Gladstone and Johnson City. Breaches the Willamette River to keep this "tri-city" area intact.

**District 6:** Beginning just South of the Sellwood Bridge - at the junction of the Willamette River and the Multnomah/Clackamas County line; The Multnomah/Clackamas County line; the outer boundary of the district; Clackamas River to the Gladstone city boundary; SE 82nd Dr; SE Strawberry Ave; Webster Rd; Theissen Rd; Oatfield Rd; Concord Rd; River Rd; Risely Ave to the Willamette River.

**District 7:** Beginning at the intersection of NE Marine Dr and NE 185th Dr; Due North to the center of the South Channel of the Columbia River; South Channel to the outer boundary of the district; Multnomah/Clackamas County line; 112th Ave; Foster Rd; 122nd Ave; Portland Traction Co. Railroad right of way (40 mile loop trail); the boundary of Powell Butte Park; 148th Ave; Powell

Blvd; 182nd Ave; SE/NE 181st Ave; Sandy Blvd; 185th Dr back to the point of beginning.

Notes: This boundary splits the Rockwood community at 181st Ave, but creates a simple, easily recognizable district for.

**District 8:** Beginning at the Center of the Hawthorne Bridge; SE Hawthorne Blvd; SE 26th Ave; SE Stark St; SE 50th Ave; SE Division St; SE 52nd St; SE Powell Blvd; SE Foster Rd. SE 82nd Ave; the Clackamas/Multnomah county line; the Willamette River back to the point of beginning.

Notes: Includes the Hosford-Abernathy, Richmond, Sunnyside, Brooklyn, Creston-Kenilworth, Sellwood-Moreland, Reed, Eastmoreland, Woodstock, Mt Scott-Arleta, and Brentwood-Darlington Neighborhood Associations.

**District 9:** Beginning at the intersection of NE 68th Ave and I-84 (Banfield Freeway); I-84; NE Halsey St; NE/SE 122nd Ave; SE Stark St; SE 130th Ave; SE Division St; SE 148th Ave; the boundary of Powell Butte Park; Portland Traction Co. Railroad right of way (40 mile loop trail); SE 122nd Ave; SE Foster Rd; SE 112th Ave; Multnomah/Clackamas county line; SE 82nd Ave; SE Foster Rd; SE Powell Blvd; SE 52nd Ave; SE Division St; SE 50th Ave; SE Hawthorne Blvd; SE 49th Ave; SE Stark St; SE 49th Ave; E Burnside St; NE 68th St back to the point of beginning.

Notes: Includes the Mt Tabor, South Tabor, Montavilla, Lents, Foster-Powell, and Powellhurst-Gilbert Neighborhood Associations. The district splits the Hazelwood Neighborhood Associations with District 10 along 122nd Ave.

**District 10:** Beginning at the intersection of the I-205 Bridge and the Oregon/Washington State boundary; the outer boundary of the district (Oregon/Washington State boundary); South Channel of the Columbia River to a point due North of the intersection of NE Marine Dr and NE 185th Dr, in the center of the South Channel of the Columbia River; 185th Dr; Sandy Blvd; NE/SE 181st Ave; SE 182nd Ave; NE Glisan St; 201st Ave (Birdsdale); SE Division St; SE 130th Ave; SE Stark St; SE/NE 122nd Ave; NE Halsey St; I-84 (Banfield Freeway); NE 63rd Ave; NE Halsey; NE 62nd AVE; NE Fremont St; NE 57th St; NE Cully Blvd; NE Prescott St; NE Sandy Blvd; I-205; Columbia Blvd; NE 82nd Ave; NE Lombard St; NE Airport Way; NE Lombard St to a point in the center of the South Channel of the Columbia River; the South Channel to the Oregon/Washington State boundary and back to the point of beginning.

Notes: Includes the Parkrose Community Group, Madison North, Madison South, Woodland Park, Parkrose Heights, Parkrose, Argay and Wilkes Neighborhood Associations. Also includes Government Island and the City of Maywood Park. The Hazelwood Neighborhood Association is split with district

9 along 122nd Ave. The Rose City Neighborhood Association is also split with district 11. The existing boundary between 11 and 10 also created this split. This district splits block 104 of tract 73.00 (pop = 0).

**District 11:** Beginning at the intersection of the Interstate Bridge and the Oregon/Washington boundary; the outer boundary of the district; the South Channel of the Columbia River to a point opposite the intersection of NE Lombard St and NE Marine Dr; NE Lombard St; NE Airport Way; NE Lombard St; NE 82nd Ave; Columbia Blvd; I-205; NE Sandy Blvd; NE Prescott St; NE Cully Blvd; NE 57th St; NE Fremont St; NE 62nd Ave; NE Halsey St; NE 63rd St; I-84 (Banfield Fwy); NE 68th Ave; E Burnside St; SE 49th St; SE Stark St; SE 26th Ave; SE Hawthorne St; The Willamette River; NE Broadway St; NE 7th Ave; NE Fremont St; NE 21st St; NE Mason St; NE 23rd Ave; NE Prescott St; NE 22nd Ave; NE Killingsworth St; NE 21st Ave; NE Lombard St; NE 13th Ave; NE Lombard Pl; Columbia Blvd; I-5; The shoreline of Hayden Island and back to the point of beginning.

Notes: This district includes all of Hayden Island, the East Columbia, Sunderland, Concordia, Cully, Alameda, Beaumont-Wilshire, Irvington, Grant Park, Hollywood, Lloyd Center, Sullivan's Gulch, Kerns, Laurelhurst, Center, Buckman and Sunnyside Neighborhood Associations. Most of the Rose City Neighborhood Association is in this district the split being along 57th Ave. This district splits block 104 of tract 73.00 (pop = 0)

**District 12:** Beginning at the confluence of the Columbia and Willamette Rivers; the outer boundary of the district; The South Channel of the Columbia River as it passes Hayden Island; I-5; NE Columbia Blvd; NE Lombard Pl; NE 13th Ave; NE Lombard St; NE 21st Ave; NE Killingsworth St; NE 22nd Ave; NE Prescott St; NE 23rd St; NE Mason St; NE 21st St; NE Fremont St; NE 7th Ave; NE Broadway; Willamette River; Burnside St; I-405; NW Vaughn St; St Helens Rd; unnamed intermittent stream paralleling NW Groce Rd to the boundary of Forest Park; NW Cornell Rd; NW Lovejoy St; NW 25th Ave; NW Westover; W Burnside/Burnside Dr; Multnomah/Washington county line; the outer boundary of the district back to the point of beginning.

Notes: Includes the Piedmont; Woodlawn, Humboldt; King, Boise, Sabin, Vernon, Eliot, Overlook, Arbor Lodge, Kenton, Portsmouth, University Park, Friends of Cathedral Park, St. Johns; Linnton, Northwest Industrial, Northwest Industrial Addition, NW Triangle and Burnside Neighborhood Associations. This district comprises the highest concentration of ethnic Black population in the Metro area.

**District 13:** Beginning at the intersection of SW 185th Ave and Springville Rd; the outer boundary of the district; Multnomah/Washington county line; SW Barbur Blvd; SW 71st Ave; SW Oak St; SW 72nd Ave; SW Locust St; SW Hall

Blvd; Highway 217; SW Center St; The Boundary of the City of Beaverton; SW Cedar Hills Blvd; SW Henry St; SW Hocken Way; SW Millikan Way; SW Murray Blvd; Tualatin Valley Highway (Hwy 8); SW 185th Ave back to the point of beginning.

Notes: This is the new district, which is characterized by straddling the Sunset Highway out to SW 185th Ave. It has the advantage of not having an incumbent living in the area.

Appendix A

Population and Ethnic data - Proposed Metro  
Council Districts



Proposed Metro Council Districts  
Population Summary Report

District	Population	Deviation	Pct. Dev.
1	79,028	-1,881	-2.32
2	81,017	108	0.13
3	83,993	3,084	3.81
4	77,060	-3,849	-4.76
5	81,726	817	1.01
6	79,056	-1,853	-2.29
7	80,553	-356	-0.44
8	82,804	1,895	2.34
9	84,480	3,571	4.41
10	79,588	-1,321	-1.63
11	80,552	-357	-0.44
12	82,298	1,389	1.72
13	79,664	-1,245	-1.54
	1,051,819	2	0.00

Mean Deviation is: 1,671  
Mean Percent Deviation is: 2.07

Largest Positive Deviation is: 3,571 4.41 Percent  
Largest Negative Deviation is: -3,849 -4.76 Percent

Overall Range in Deviation is: 7,420 9.17 Percent

Plan Type : METRO  
 Plan name : VERSION5  
 Date : July 23,  
 Time : 1:29 PM  
 User : markb

=====

DISTRICT No. : 1

Total Population : 79,028  
 Deviation : -1,881  
 Dev. Percentage : -2.32  
 Total 18+ : 55,183

	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHother
Group Total	68,457	349	7,147	461	2,563	51
% of Total Pop.	87.00	0.44	9.04	0.58	3.24	0.06
18+	48,754	189	4,225	327	1,662	26
% of Total 18+	88.00	0.34	7.66	0.59	3.01	0.05

=====

DISTRICT No. : 2

Total Population : 81,017  
 Deviation : 108  
 Dev. Percentage : 0.13  
 Total 18+ : 58,786

	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHother
Group Total	71,893	700	2,643	420	5,316	45
% of Total Pop.	89.00	0.86	3.26	0.52	6.56	0.06
18+	52,853	423	1,651	289	3,551	19
% of Total 18+	90.00	0.72	2.81	0.49	6.04	0.03

=====

DISTRICT No. : 3

Total Population : 83,993  
 Deviation : 3,084  
 Dev. Percentage : 3.81  
 Total 18+ : 71,245

	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHother
Group Total	76,353	1,556	2,038	595	3,403	48
% of Total Pop.	91.00	1.85	2.43	0.71	4.05	0.06
18+	64,993	1,261	1,624	491	2,844	32
% of Total 18+	91.00	1.77	2.28	0.69	3.99	0.04

=====  
DISTRICT No. : 4  
Total Population : 77,060  
Deviatiion : -3,849  
Dev. Percentage : -4.76  
Total 18+ : 59,193

-----  
: NHwhite : NHblack : Hispanic: NHameri : NHasian : NHother :  
-----+-----+-----+-----+-----+-----+-----+  
Group Total : 72,788: 447: 1,642: 351: 1,793: 39:  
% of Total Pop. : 94.00: 0.58: 2.13: 0.46: 2.33: 0.05:  
18+ : 56,225: 291: 1,114: 271: 1,274: 18:  
% of Total 18+ : 95.00: 0.49: 1.88: 0.46: 2.15: 0.03:  
-----

=====  
DISTRICT No. : 5  
Total Population : 81,726  
Deviatiion : 817  
Dev. Percentage : 1.01  
Total 18+ : 58,916

-----  
: NHwhite : NHblack : Hispanic: NHameri : NHasian : NHother :  
-----+-----+-----+-----+-----+-----+  
Group Total : 77,860: 335: 1,611: 469: 1,423: 28:  
% of Total Pop. : 95.00: 0.41: 1.97: 0.57: 1.74: 0.03:  
18+ : 56,559: 193: 952: 320: 882: 10:  
% of Total 18+ : 96.00: 0.33: 1.62: 0.54: 1.50: 0.02:  
-----

=====  
DISTRICT No. : 6  
Total Population : 79,056  
Deviatiion : -1,853  
Dev. Percentage : -2.29  
Total 18+ : 59,648

-----  
: NHwhite : NHblack : Hispanic: NHameri : NHasian : NHother :  
-----+-----+-----+-----+-----+-----+  
Group Total : 74,513: 387: 1,679: 554: 1,895: 28:  
% of Total Pop. : 94.00: 0.49: 2.12: 0.70: 2.40: 0.04:  
18+ : 56,623: 239: 1,069: 392: 1,311: 14:  
% of Total 18+ : 95.00: 0.40: 1.79: 0.66: 2.20: 0.02:  
-----

=====  
DISTRICT No. : 7  
Total Population : 80,553  
Deviatiion : -356

Dev. Percentage : -0.44  
 Total 18+ : 58,071

	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHOther
Group Total	74,729	767	2,291	606	2,129	31
% of Total Pop.	93.00	0.95	2.84	0.75	2.64	0.04
18+	54,234	503	1,455	427	1,438	14
% of Total 18+	93.00	0.87	2.51	0.74	2.48	0.02

=====  
 DISTRICT No. : 8  
 Total Population : 82,804  
 Deviation : 1,895  
 Dev. Percentage : 2.34  
 Total 18+ : 64,767

	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHOther
Group Total	72,647	1,455	2,421	1,033	5,162	86
% of Total Pop.	88.00	1.76	2.92	1.25	6.23	0.10
18+	57,703	985	1,595	683	3,774	27
% of Total 18+	89.00	1.52	2.46	1.05	5.83	0.04

=====  
 DISTRICT No. : 9  
 Total Population : 84,480  
 Deviation : 3,571  
 Dev. Percentage : 4.41  
 Total 18+ : 63,974

	NHwhite	NHblack	Hispanic	NHameri	NHasian	NHOther
Group Total	74,554	1,085	2,634	871	5,260	76
% of Total Pop.	88.00	1.28	3.12	1.03	6.23	0.09
18+	57,317	668	1,638	626	3,695	30
% of Total 18+	90.00	1.04	2.56	0.98	5.78	0.05

=====  
 DISTRICT No. : 10  
 Total Population : 79,588  
 Deviation : -1,321  
 Dev. Percentage : -1.63  
 Total 18+ : 60,727

=====  
 : NHwhite : NHblack : Hispanic : NHameri : NHasian : NHOther :  
 =====

Group Total	:	71,151:	1,358:	2,470:	714:	3,843:	52:
% of Total Pop.	:	89.00:	1.71:	3.10:	0.90:	4.83:	0.07:
18+	:	55,131:	876:	1,649:	495:	2,559:	17:
% of Total 18+	:	91.00:	1.44:	2.72:	0.82:	4.21:	0.03:

---

=====

DISTRICT No. : 11

Total Population	:	80,552
Deviation	:	-357
Dev. Percentage	:	-0.44
Total 18+	:	62,856

	:	NHwhite	:	NHblack	:	Hispanic	:	NHameri	:	NHasian	:	NHother	:
Group Total	:	66,016:		7,575:		2,593:		851:		3,371:		146:	
% of Total Pop.	:	82.00:		9.40:		3.22:		1.06:		4.18:		0.18:	
18+	:	52,997:		5,112:		1,785:		604:		2,314:		44:	
% of Total 18+	:	84.00:		8.13:		2.84:		0.96:		3.68:		0.07:	

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=====

DISTRICT No. : 12

Total Population	:	82,298
Deviation	:	1,389
Dev. Percentage	:	1.72
Total 18+	:	59,875

	:	NHwhite	:	NHblack	:	Hispanic	:	NHameri	:	NHasian	:	NHother	:
Group Total	:	53,087:		20,565:		3,796:		1,404:		3,255:		191:	
% of Total Pop.	:	65.00:		25.00:		4.61:		1.71:		3.96:		0.23:	
18+	:	41,371:		12,991:		2,364:		930:		2,142:		77:	
% of Total 18+	:	69.00:		22.00:		3.95:		1.55:		3.58:		0.13:	

---

=====

DISTRICT No. : 13

Total Population	:	79,664
Deviation	:	-1,245
Dev. Percentage	:	-1.54
Total 18+	:	60,601

	:	NHwhite	:	NHblack	:	Hispanic	:	NHameri	:	NHasian	:	NHother	:
Group Total	:	72,806:		608:		1,775:		333:		4,105:		37:	
% of Total Pop.	:	91.00:		0.76:		2.23:		0.42:		5.15:		0.05:	
18+	:	55,910:		408:		1,192:		240:		2,839:		12:	
% of Total 18+	:	92.00:		0.67:		1.97:		0.40:		4.68:		0.02:	

---

Appendix B

Census Tract/Block Description - Proposed Metro  
Council Districts

Metro Council District 1.

Whole tracts

315.04  
 316.03  
 316.05  
 316.06  
 324.03  
 324.04  
 326.02

Partial Tracts

Tract	Blocks												
317.03	101	102	103	104	105	106	107	108	109	205	801	802	
	803	804	805	806	807	808							
323.00	902A	903	904	905	906A	906B	906C	906D	906E	906E	907	908A	
	908B	908D	911										
324.02	101	102	103	104	105	106	107	108	109	110	111	112	
	113	114	115	116	117	118	119	120	121	122	123	124	
	125	126	127	128	201A	201B	201C	201D	202	203A	203B	204A	
	204B	204C	204D	204E	204F	204G	205A	205B	205C	205D	206A	206B	
	206C	206D	206E	301A	301B	301C	302A	302B	302C	302D	302E	302F	
	302G	302H	302J	302K	302L	302M	302N	303A	303B	303C	303D	304	
	305	306	307	401A	401B	401C	401D	402A	402B	402C	402D	403A	
	403B	403C	404A	404B	404C	405	406	407A	407B	407C	407D	407E	
	408A	408B	409	410	411	412	501	502	503	504	505	506	
	507	599											
325.00	101	102	103	104	105	106	107	108	109	110	111	112	
	113	114	115	116	117	118	119	120	121	122	123	124	
	125	126	127	201	202	203	204	205A	205C	206	207	208	
	209	210	211	212	213	214	215	216	217	218	219	220	
	221	222	223	224	225	226	227	228	229	230	231	232	
	233	234	235	236	237	238	239	240	301	302	303	304	
	305	306A	306C	307	308	309	310	311	312A	312B	313A	313B	
	315	316	317	318	319B	319C	320	321	322	323	401	402	
	403	404	405	406	407	408	409	410	411	412	501A	501B	
	502A	502B	503	504	505A	505C	506	507	508				
326.01	101	102	103	104	105	106	107	108	109	201	202	203	
	204	205	206	207	208	209	210	211	212	213	214	215	
	216	217	218	219	220	221	222	301	302	303	304	305	
	306	307	308	309	310	311	312	313	314	315	316	317	
	318	319	320	321	401	402	403	404	405	406	407	408	
	409	410	411	412	413	414	415	416	417	418	419	420	
	421	422	423	424	425	426	427	428	502A	502B	502C	502D	
	503	504A	504B	505	506	507	508	509	510A	510B	511	512	
	513	514	610	614D	615	901A	901B	901C	901D	901E	901F	901G	
	903A	903B	903C	904	905	906							
327.00	101A	101B	102A	102B	104	105A	105B	181A					
329.00	102	103	104B	106	107	108A	108B	108C	109	110	111	112	
	113	114	115	116	117	118	119	120	121	122	123	124	

	125	126	127	128	129A	129B	129C	129C	130	131	132	133
	134	135	136	137	138	139	140	141	142	143	144	145
	146	147	148	149A	149B	149C	150	151	152	153	154	155
	156	157	158A	158B	158C	159	160	161	162	163	164	165A
	165B	165C	166	167	168	169	170	171	172	173	174	175
	176	199	201	202A	203	205	211	212	213	214	215	216
	217	218	219	220	221	222	223	224	225	226	227	228
	229	230	231A	231B	231C	232	233	234	236	237	238	239
	240	241	242	243	244	245	246	247	248	249	250	251
	252	253	254	255	256	257	258	259	260	261	262	263
	301	302	303	304	305A	305B	306					
331.00	101	102	103	104	105	106	107	108	109	110	111	112
	113	114	115	116	117	118	119	120	121	122	123	124
	125	126	127	128	129	130	131	132A	132B	132C	133	134
	135	136	137	138	139	140	141	142	143	144	145	146
	147	148	149	150	151	152	153	154	155	156	157	158
	159	160	161	162	163	164	165	166	167	168	169	201A
	201B	202	203	204A	204B	204C	205	206	207	208	209	210
	211	212	213	214	215	216	217	218	219	220	221	222A
	222B	224	225	226	227	228	229	230	231	232	233	234A
	234B	235A	235B	237A	237B	299	299	299				
332.00	104A	104B	105	106	108A	108B	108C	108D	109	110	111	112A
	112B	113	114	115A	115B	116	117	118	119	120	121	122
	123	124	125	126	127	128	129	130A	130B	131	132	133
	134	135	136	137	138	139	140	141	142	143	144	145
	146	147	148	149	199							
333.00	102A	102B	102C	102D	103A	103B	103C	104A	104C	110A	110B	110C
	111	112	113	115	116	117	118	119	120	121		







64.01	101	102	103	104	105	106	107	108	109	110	201
	202	203	204	205	206	207	208	209	210	211	212
	213	214	215	216	217	218	219	220	221	301	302
	303	304	305	306	307	308B	309	310	311	312	313
	314	315	316	317	401	402	403	404	405	406	407
	408	409	410	411	412	413	414	415	416	417	418
	419	420C	429C								
64.02	101	102	103	104	105	106	107	108	109	110	111
	112	113	114	115	116	117	118	119	120	121	122
	123	124	125	126	127	128	129	130	131	132	133
	134	201	202	203	204	205	206B	207	208	210	211
	214	215	216	217B							

Metro Council District 4

Whole Tracts

201.00  
202.00  
203.00  
307.00  
308.01  
308.02

Partial Tracts

Tract	Block											
63.00	101A	101C	113A	113B	116	117	118	119	120	121	122	125
	201B	202	203	204	205	206	207B	207C	210	211	212	213
	214	220A	220B	221	225	226A	226B	226C				
64.01	308A	318	319	320	321	322	420A	420B	421	422	423	424
	425	426	427	428	429A	429B	430	431				
64.02	206A	209	212	213	217A	217C	217D	218	220	221	222	223
	224	225	226									
203.01	101A	101B	101C	102	103	104	105	106	107	108	109	110
	111	112A	112B	112C	112D	113	114A	114B	114C	115	116A	116B
	117	118	119A	119B	119C	120	121	122	123	124	125	126
	127	128	129	130	131A	131B	132	133	134	138A	138B	142
	143	146	147	148	149	151	152	153	154	155	156	
203.02	101	102	103	104	105	106	120	121A	121B	121C	122A	122B
	135	138	139A	139B	140	143	144A	144B	144C	144D	144E	201
	202A	202B	203A	203B	203C	204	205A	205B	206A	206B	207A	207B
	207C	208	209	210	211	212A	212B	212C	213	214A	214B	215
	216	217	218	219	220	221	222	223	224	225	226	227
	228	229	230	231	232	233A	233B	234	235	236		
	204.01	104	105	201A	201B	201C	202A	202B	202C	202D	203	204
	206	207	210	211	212	213	304A	312	313A	313B	313C	320
	409C											
227.01	201	202	203A	204A	205	206	207	208	209	210	211	212
	213	214	215	216	217	218	219	220	221	222	223	224
	225	226	302A	303	304	305	306	307	308	309	310	311
	312	313	314	315	316	317A	318	319	320	321	322	323
	324	325	326	327	401A	401B	407A	411A	411B	412	413	414
	415	416	417	418	419	420	421A	422	423	424	425	426
	427	428										
227.02	101	102	103A	103B	103C	103D	103E	103F	103G	104A	104B	105
	106A	106B	107	108	109A	109B	110	111	112	116	117	118
	119	120A	120B	203	204							
228.00	101A	103	104	105	106	107	108	109	110	111	112	113
	114	115	116	117	118	119	120	122A	203A			
306.00	111	112	113	114	115	116	117	118A	119	120A	120B	121A
	121B	124A	125A	126	127	128	129	130	131	132	133	134A
	135	136	137	138	139	143A	143B	144	145	146	202	203
319.01	201A	201B	202	203	205A	205B	206	207	208	209	210	211
	212	901	902	903	904	905	906	907	908	909A	909B	909C







Metro Council District 7

Whole tracts

98.02  
 99.01  
 99.02  
 99.03  
 101  
 103.01  
 103.02  
 104.05  
 104.06  
 104.07

Partial Tracts

Tract	Block	101B	101C	102	103	104	105	106	107A	107B	107C	108
89.00	101A											
	124A	124B	124C	125A	125B	126	127	128	129	130	131	132
	218B	219										
91.00	101	102	103	104	105	106	107	108	109	110	111	119
96.02	101	102	103	104	105	106	110	111	113	115	116	117
98.02	101	102	103A	103B	103C	104A	104B	104C	105A	105B	106	107
	131A	131B	132	133	134	201	202A	202B	203	204	205	206
	314	315	316	317	318	319	320	321	322			
100.00	101	102	103	104	105	106	107	108	109	110	111	112
	211	212	213	214	215	216	217	218	219	220	221	222
	316	317	318	319	320	321	322	323	324	325	326	327
	419	420	421	422	423	424	425	426	427	428	429	431
102.00	101A	101B	101C	101D	101E	101F	102	103A	103B	103C	104	105A
	124A	124B	125A	125B	126A	126B	127	301	302A	302B	303A	303B
104.02	101	102	103	104	105	106	107	108	109	115	116	117
	208	209	210	212	213	301	302	303	304	305	306	307
104.04	101	102	103	104	105	106	107	108	109A	109B	110	111
	216	217	218	219	220	221	222	223	224	301A	301B	302A
105.00	101A	101B	102	104A	104B	105A	105B	106A	106B	107	108A	108B



Metro Council District 8

Whole tracts

1.00  
2.00  
3.01  
3.02  
4.01  
4.02  
5.01  
9.01  
9.02  
10.00  
11.02  
12.02  
13.02  
14.00

Partial tracts

Tract	Block											
5.02	201	201	202	203	204	205	206	207	208	209	210	211
	404	405	406	408	409	410	411	412	413	414	415	416
8.01	202	202	203	204	205	206	207	208	209	210	218	219
	402	403	404	405	406	407	408	409	410	411	412	413
8.02	201	201	202	203	204	205	206	207	208	209	210	211
	319	320	321	322	323	324	325	401	402	403	404	405
12.01	101	101	102	105	108	109	110	111	112	121	122	123
13.01	101	101	102	103	104	105	106	107	108	109	110	111
	301	302	303	304	305	306	307	308	310	311	313	314
	421	422										
18.02	201	201	202	203	204	205	206	207	208	225	226	227

Metro Council District 9

Whole tracts

6.01  
 6.02  
 7.01  
 7.02  
 15.00  
 16.01  
 16.02  
 17.02  
 81.00  
 82.02  
 83.02  
 84.00  
 85.00  
 90.00

Partial tracts

Tract	block											
5.02	101	102	103	104	105	106	107	108	109	110	111	112
8.01	101	102	103	104	105	106	107	108	109	110	111	112
8.02	101	102	103	104	105	106	107	108	109	110	111	112
14	316	317	318	319								
17.01	101	102	103	104	105	106	107	108	109	110	111	112
	216	217	218	219	220	221	222	223	224	225	226	227
	411	412	413	414	415	416	417	418	419	420	421	422
18.02	605	606	607	608	609	610	611	612	613	614	615	616
	101	102	103	104	105	106	107	108	109	110	111	112
82.01	101	102	103	104	106	107	108	109	110	111	115	116
	306	307	308	310	312	313						
83.01	301	302	303	304	305	306	307	308	309	310	311	312
	418	419										
89	202	203	217	301	302	303	304	305	306	307	308	309
	414											
91	112	113	114	115	116	117	118	124	127	129	130	131
92.01	203	204	207A	207B	207C	209A	209B	210	301A	301B	302A	302B

Metro Council District 10

Whole tracts

29.02  
 29.03  
 78  
 79  
 80.01  
 80.02  
 92.02  
 93  
 94  
 95  
 96.01  
 97.01  
 97.02  
 98.01

Partial tracts

Tract	Block											
11.01	101	102	103	104	105	106	107	108	109	110	111	112
	207	208	209	210	211	212	213	214	215	216	217	218
	313	316	317	318	319	320	321	322	323	324	325	326
	422	423	424	425	426	429	430	431	432	433	434	501
	528											
12.01	103	104	106	107	113	114	115	116	117	118	119	120
	312	313	314	315	316	317	318	319	320	321	401	402
	429											
17.01	507	524	525	719	721	722	723	724	726	733	735	736
18.01	101	102	103	104	105	106	107	108	109	110	111	112
	217	218	219	220	221	301	302	303	304	305	306	307
	416	417	418	419	420	422	423					
18.02	119	120	121	122	123	124	125					
19.00	101	102	103	104	105	106	107	108	109	110	111	112
	212	213	214	215	216	217	218	219	220	221	222	223
	325	401	402	403	404	405	406	407	408	409	410	411
	514	515	516	517								
20.00	101	105	106	107	108	109	110	111	112	113	114	115
	302	303	304	305	306	307	308	309	310	311	312	313
	422	423	424	425	426	501	502	503	504	505	506	507
	607	608	609	610	611	612	613	614	615	617	618	619
21.00	101	102	103	104	105	106	107	108	109	110	111	112
	202	203	204	205	206	207	208	209	210	211	212	213
	309	310	311	312	313	314	315	316	317	318	319	320
	418	421	422	423	424	425	501	502	503	504	505	506
	612	613	614	615	616	617	618	619	620	621	622	628
22.02	125	126	127	129	130	204	206	207	208	209	210	211
23.01	113	201	214	301	310							

23.02	101	108	118	119	126	127	128	129	130	131	132	201
	230	231	232	233	234	235	236	237	301	302	303	304
	333	334	335									
24.01	101	102	103	104	105	106	107	108	109	110	111	112
	309	310	311	312	313	314	315	401	402	403	404	405
24.02	101	102	103	104	105	106	107	108	109	110	111	112
	220	221	301	302	303	304	305	306	308	309	310	311
25.01	101	102	103	104	105	106	107	108	109	110	111	112
	308	309	310	311	312	313	314	315	316	401	402	403
	514	515	516	601	602	603	604	605	606	607	608	609
25.02	101	102	103	104	105	106	107	108	109	110	111	112
	217	218	219	220	221	222	301	302	303	304	305	306
	417	418	419	420	421							
26.00	101	102	103	104	105	106	107	108	109	110	111	112
	217	218	219	220	221	222	223	301	302	303	304	305
27.01	101	102	103	104	105	106	107	108	109	110	111	112
	216	217	218	219	220	221	223	224	225	227	228	229
27.02	101	102	103	104	105	106	107	108	109	110	111	112
	215	216	217	218	219	220	221	222	223	224	225	226
28.01	101	102	103	104	105	106	107	108	109	110	111	112
	206	207	208	209	210	211	212	213	214	215	217	218
28.02	101	102	103	104	105	106	107	108	109	110	111	112
	217	218	219	220	221	222	301	302	303	304	305	306
	418	419	420									
29.01	101	102	103	104	105	106	107	108	109	110	111	112
	216	217	218	219	220	221	222	223	224	225	301	302
	331	401	402	403	404	405	406	407	408	409	410	411
30.00	101	102	103	104	105	106	107	108	109	110	111	112
	208	209	210	211	212	213	214	215	216	217	218	219
	319	401	402	403	404	405	406	407	408	409	410	411
31.00	101	102	103	104	105	106	107	108	109	110	111	112
	209	210	211	212	213	214	215	216	217	218	219	220
	317	318	319	320	321	322	323	324	325	326	329	330
	425	426	427	428								
32.00	101	102	116	117	118	119	208	209	210	211	226	227
36.02	101	102	103	104	105	106	107	108	109	110	111	112
	211	212	213	214	215	216	217	218	219	220	221	222
36.03	101	102	103	104	105	106	107	108	109	110	111	112
72.01	101	102	103A	103B	104	105	106A	106B	107A	107B	108	109
72.02	201	202	203	204	205	206	207	208	209	210	211	212
	239	240	241	242	243	244	245	246	247	248A	248B	249
73.00	101	102A	102B	103	104	105	106	107	108	109	110	111
	138	139	140	141	142	143	144	145	201	202	203	204
	231	232	233	234	235	236	237	238	239	240		
74.00	101	102	107	108	109	110	111	112	113	114	115	116
75.00	101	102	103	104	105	106	107	108	109	110	111	112
	219	220	301	302	303	304	305	306	307	308	309	310
76.00	101	102	104	105	106	107	108	109	110	111	112	113
	217	218	219	220	221	222	223	224	225	226	227	
77.00	101	102	103	104	105	106	107	108	109	110	111	112
	209	210	211	212	213	214	215	216	217	218	219	220
92.01	101	102	103	105	107	109	110	111	112	113	114	115
96.02	107	108	109	112	114	121	122	123	124	125	126	127
102.00	106D	106D	124C	128	129	130A	130B	131A	131B	131C	131D	132A



28.02	106	107	108	109	110	111	112	113	114	115	116
	117	206	207	208	209	210	211	212	213	214	215
	216	217	309	310	405	406	407	408	409	411	413
	414	416	417	418	419	420					
29.01	326	327	328	329	330	331	401	402	403	404	405
	406	426	427	435	436	437	438				
36.02	101	102	103	104	105	106	107	108	109	110	111
	112	113	114	115	116	117	118	119	120	121	122
	123	124	125	126	127	128	201	202	203	204	205
	206	207	208	209	210	211	212	213	214	215	216
	217	218	219	220	221	222	223	224	225	226	227
	301	305	306	310	311	410	411	412	413	414	415
	416	430	431	432	433						
72.01	101	102	103A	103B	104	105	106A	106B	107A	107B	108
	109	201A	201B	202	203	204	205	206			
72.02	201	202	203	204	205	206	207	208	209	210	211
	212	213	214	215	216	217	218	219	220	221	222
	223	224	225	226	227	228	229	230	231	232	233
	234	235	236	237	238	239	240	241	242	243	244
	245	246	247	248A	248B	249	250				
73.00	101	102A	102B	103	104	105	106	107	108	109	110
	111	112	113	114	115	116	117	118	126	127	128
	129	130	131	132	133	134	135	136			
77.00	103	104	105	106	107	108	109	110	111	112	113
	114	115	116	117	118	119	123	124	125	126	127
	128	207	208	209	210	211	212	213	214	215	216
	217	218	219	220	221	222	223				



Metro Council District 13

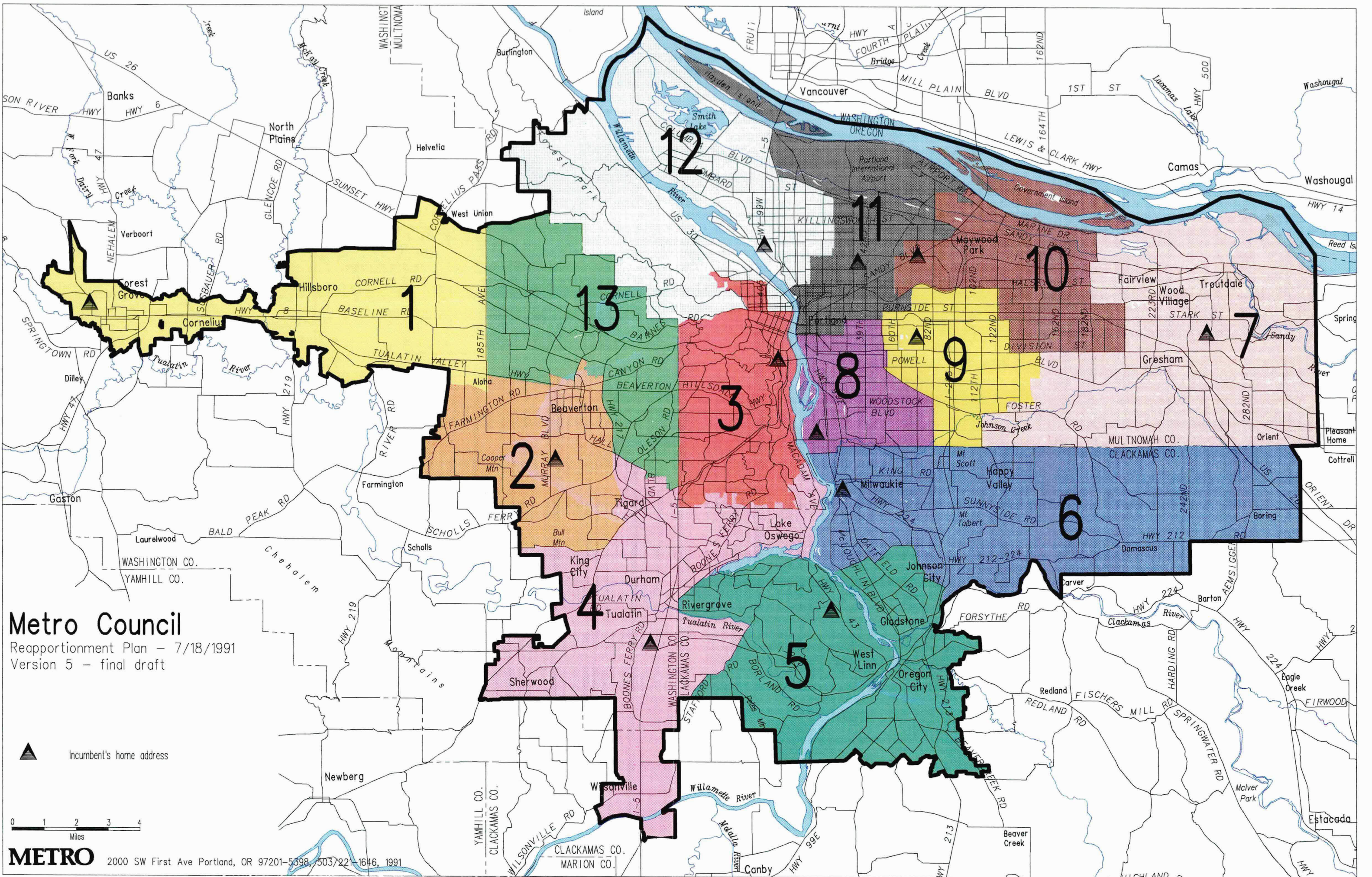
Whole tracts

301.00  
302.00  
303.00  
304.02  
305.01  
305.02  
314.01  
315.05  
315.06  
315.07  
315.08  
316.04  
316.07

Partial tracts

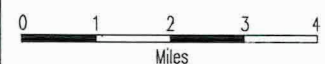
Tract	Block											
304.01	101	125	149	201	202	203A	203B	204	205	206	207	208
	240	241	242	243A	243B	244A	244B	245	246	247	248	250
306	101	102	103	104	105	106	107	108	109	110A	110B	118B
	218B	219	220	221	222	223	224	225	226	227	228A	228B
313	101A	101B	102	103A	103B	104	105A	105B	105C	106A	106B	106C
	217	218	219	220	221	222	223	224A	224B	225	226A	226B
314.02	101	102	107	108	109A	109B	109C	110	111	112A	112B	113
	148	149	150									
315.01	129	130	131	925	926	928	929	930				





**Metro Council**  
 Reapportionment Plan - 7/18/1991  
 Version 5 - final draft

▲ Incumbent's home address



FINANCE COMMITTEE REPORT

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ORDINANCE NO. 91-414A, AMENDING ORDINANCE NO. 91-390A REVISING THE FY 1991-92 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF FUNDING MODIFICATIONS FOR THE STRAP PROJECT

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Date: July 19, 1991

Presented by: Councilor Devlin

COMMITTEE RECOMMENDATION: At the July 18, 1991 meeting the Finance Committee voted 3-0 to recommend Council adoption of Ordinance No. 91-414A. Voting in favor were Councilors Buchanan, Devlin and Hansen. Councilors Van Bergen and Wyers were excused.

COMMITTEE DISCUSSION/ISSUES: Finance Analyst Kathy Rutkowski presented the staff report. She noted that Council approved the concept of a coordinated inter-departmental computer network during the budget process. She said that based on responses received to the Request for Proposals, it appears that budgeted funds of \$275,051 will be sufficient for FY 91-92, but that an additional \$352,144 will be need over the next two fiscal years. She said the total projected cost for the project is \$627,198.

Ms. Rutkowski explained that the Recycling Information Center had anticipated purchasing its portion of the equipment, but in order to obtain greater buying power, the equipment will be leased. The proposed ordinance will move \$93,550 from capital outlay in the Solid Waste General Account into Materials and Services.

The Committee voted to amend the proposed ordinance to include the \$93,550 figure, and also to add paragraph 2 declaring an emergency so that the ordinance can take effect immediately upon adoption.

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

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ORDINANCE NO. 91-409, AMENDING CHAPTER 2 OF THE METRO CODE TO ESTABLISH THE APPOINTMENT PROCESS, QUALIFICATIONS, AND TERMS OF OFFICE FOR MEMBERS OF THE PORTLAND METROPOLITAN AREA LOCAL GOVERNMENT BOUNDARY COMMISSION.

Date: July 18, 1991

Presented by: Councilor Hansen

COMMITTEE RECOMMENDATION: At its July 18, 1991 meeting the Governmental Affairs Committee voted 4-0 to recommend Council approval of Ordinance No. 91-409. Voting were Councilors Devlin, Collier, DeJardin, and Hansen. Councilor Knowles was excused.

COMMITTEE DISCUSSION/ISSUES: Committee staff Casey Short presented the staff report. He said that this ordinance follows newly-adopted state law (Senate Bill 299) which calls for three Boundary Commission members' terms to end each year instead of six terms ending every other year. This provision was included in the bill at Metro's request, in order to ease the appointment process and the transition of new boundary commission members. He added that Section 7 of SB 299 provides for three members, of each group of six, to serve 5-year terms to provide for transition into the new requirements.

Councilor Hansen asked Boundary Commission Director Ken Martin if the commissioners were prepared to serve the extra year. Mr. Martin replied that they were aware of the provision in general, but nobody had spoken to him specifically regarding their willingness to serve five years instead of four. He added that a commissioner could resign if s/he chose not to serve the extra year.

Councilor Devlin opened a public hearing, and no one testified. He closed the public hearing, and there was no more Council discussion.

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

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RESOLUTION NO. 91-1479, AUTHORIZING AN EXEMPTION FROM REQUIREMENTS OF METRO CODE SECTION 2.04.044 AND 2.04.053 COMPETITIVE BIDDING PROCEDURE TO AUTHORIZE A SOLE SOURCE AGREEMENT WITH PRINCIPIA GRAPHICA.

Date: July 18, 1991

Presented by: Councilor DeJardin

COMMITTEE RECOMMENDATION: At its July 18, 1991 meeting the Governmental Affairs Committee voted 4-0 to recommend Council adoption of Resolution No. 91-1479. Voting were Councilors Devlin, Collier, DeJardin, and Hansen. Councilor Knowles was excused.

COMMITTEE DISCUSSION/ISSUES: The Committee held two work sessions on Resolution No. 91-1479. The first was at its July 11 meeting, at which Senior Public Affairs Specialist Janice Larson presented the staff report. She said that the resolution would authorize a contract with Principia Graphica to continue with the final phases of a contract for the Metro Public Information and Identification project. The first phase was awarded in FY 90-91 following a competitive bidding process; included in that award was a condition that they would be awarded the final phases if they satisfactorily completed Phase 1. They have done so, and Public Affairs is ready to proceed with the rest of the project.

Councilor Devlin raised two issues. First, he wanted the resolution to recognize that this was being awarded as a sole source contract. Second, he wanted Council participation to be specifically included somewhere in the resolution (including attachments). Some discussion ensued, with the result being a direction for Public Affairs to incorporate those requests into a revised resolution, to be considered at the next committee meeting.

The committee heard this item again on July 18. Ms. Larson presented a revised resolution, which included specific reference to the contract as a sole source agreement and added Council participation in the scope of work. There were no further questions.

7/25/91 Council  
7.3

A.1

## Exhibit A

### SCOPE OF WORK

The communication plan has two main goals:

1. To raise the level of awareness of Metro and its role in the region.
2. To streamline operations to improve Metro's ability to serve the region's constituents.

### Project Objectives

- To develop clear public information, agency identification and strong presence in the community
- To maintain the individual identification of Metro facilities
- To organize and simplify design applications and production procedures
- To reduce overall production costs
- To design with regard to environmental concerns
- To plan for agency growth and the integration of new projects and departments
- To design for electronic communication

The project results will consist of the following:

1. The design of a set of identification/communication tools for Metro which will include, but not be limited to, a logo and/or logotype and color, typographic and paper standards.
2. The application of these tools in the design of Metro letterhead, business cards and envelopes.
3. Guidelines for the systematic application of agency identification on all Metro communication products.

## Basic Services

The Contractor shall provide basic services for the project consisting of consultation, research, design, checking quality of implementation, and coordination of the project and its execution. In connection with performing basic services, the Contractor shall prepare and present materials to Metro that demonstrate or describe the Contractor's intentions and shall prepare various materials, such as artwork, drawings, and specifications, to enable the design to be printed, fabricated, installed, or otherwise implemented.

## Implementation

The Contractor's services under this Agreement do not include Implementation such as printing, fabrication, and installation of the project design. Metro and Contractor agree that any such implementation shall be restricted to providing specifications, coordination, and quality-checking. The Contractor shall have no responsibility to the providers of such Implementation, and charges therefore shall be billed directly to Metro.

The Contractor will develop and expand on Phase I recommendations following the procedures outlined below.

### Phase 1 – Research, analysis and recommendations – Complete

### Phase 2 – Design development

**Review panel.** Metro input and review conferences will be conducted by a panel consisting of representatives from the Metro Council, Executive Office, operating departments, MERC facilities, and the zoo.

## A. Design conceptualization and development

### Procedure

1. Input conference
1. Design conceptualization
2. Design exploration/concept rough development
3. Project management and coordination with vendors
4. Metro presentation and review of preliminary program design

**B. Design refinement**

**Procedure**

1. Further exploration refinement and expansion of selected design directions
2. Client presentation of comprehensives, input and resolution conference
3. Project management and coordination with vendors

**Phase 2 – Design implementation**

- C. The Contractor will provide consultation on implementation activities called for in the plan.**

**Procedure**

1. Application of plan to camera-ready art and electronic templates
2. Client conferences
3. Project management and coordination with vendors

Council  
7/11/91 7/25/91  
7.3

## METRO PUBLIC INFORMATION/GRAPHICS PROJECT

### Summary Justification for Promotion/Public Relations Services Contract

#### FY 91-92 Budget

The communication plan project has two main goals:

1. To raise the level of awareness of Metro and its role in the region.
2. To streamline operations to improve our ability to serve our constituents.

There is general agreement that there is a lack of public awareness of the agency. A 1990 market survey figure says roughly half (53 percent) of the general public is not familiar with Metro.

The need to correct this is increasingly urgent. The passage of ballot measure 1 shifts our constituency from local jurisdictions to the general public – the voter. There are important ballot measures slated for the next two years. These include Westside light rail, Metropolitan Greenspaces and funding for regional facilities.

Metro has grown and it is time to address the organizational changes in our communication and identification design.

The timing coincides with the move to a new Metro headquarters.

The time is right.

The research phase of the project has generated many innovative and exciting design directions. The objectives incorporate ideas for waste as well as cost reduction. One example is the idea of envelope-free and self-mailer formats for use in our stationery. This kind of innovative design could become a model for corporate stationery nationwide.

We expect the costs saved in the first two years after implementation of the plan to cover the cost of the initial investment.

Costs will be saved through eliminating production redundancies. The anticipated savings on stationery are a good example. By consolidating the printing of stationery we can cut costs by as much as 75 percent.

If eight facilities produce 10,000 each of letterhead, business cards and envelopes separately, the total estimated cost is 40 thousand dollars. Printed together, the figure is 15 thousand. This figure assumes high-quality printing, but the 3 to 1 ratio would remain constant.

Savings would also be realized on design projects such as a signage system for the Memorial Coliseum, stationery for Metro ERC, and an identity for the Performing Arts Center, Civic Auditorium and Civic Stadium.

This is a moment not to be missed.



# METRO PUBLIC INFORMATION/GRAPHICS PROJECT

## Detailed explanation and justification for Promotion/Public Relations Services Contract

Public Affairs Department  
FY 91-92 Budget

### I. INTRODUCTION

As a service-oriented government agency Metro has a basic responsibility to communicate clearly to the public it serves. How Metro organizes the information it disseminates and how it identifies itself to the public is more than a cosmetic concern. The public needs to know who we are and what we do.

The Public Affairs Department proposes to contract a design consultant to design and implement a **communication plan** for the agency. An organization communicates through its printed material, physical facilities, signs, personnel, management and personal contact. The communication plan will identify, design and code the visual means we use to communicate within and outside of the organization. This project will systematically address the design of Metro's primary means of public contact: stationery, envelopes, forms, computers, television, signs, marketing materials, advertising and advertising collateral.

A communication plan has many practical advantages but its value goes beyond the obvious benefits of cost effectiveness and efficient production. If we use our visual communications as tools to create and maintain an overall communication system, every aspect of Metro will express a consistent, accurate and favorable impression of the organization to the public.

The project has two main goals:

1. To raise the level of awareness of Metro and its role in the region
2. To streamline operations to improve our ability to serve our constituents.

The challenges posed by our growth represent new opportunities for greater efficiency and effectiveness in our communication efforts. This project will address a whole range of urgent communication needs. In so doing, it will also address ways to achieve Metro policy objectives by conserving our economic, human and natural resources.

## **II. STATEMENT OF NEED**

**A. Need to increase the level of public awareness of agency.** Responses to a question on a June 1990 market survey reveal that 53 percent of Metro's constituency is unfamiliar with Metro and Metro services.

**A.1. Need to prepare for projected ballot measures.** The need to raise public awareness has acquired new urgency with the passage of the Metro Charter bill which shifts our constituency from local jurisdictions to the general public – the voter – and the Metro sponsored ballot measures slated for the next two years. These include Westside Light Rail, Metropolitan Greenspaces and funding for regional facilities.

**A. 2. Need to correct perceived lack of credit for our accomplishments.** Although many of our services and facilities are highly visible in the region it is a challenge to communicate Metro's involvement with them. Most people in the Metro area were aware of the opening of the convention center; few knew Metro was responsible for the project.

**B. Need to review Metro identification and communication strategy in light of agency growth and diversity.** With the opening of the Oregon Convention Center, the incorporation of the Metropolitan Exposition and Recreation commission and its facilities, new solid waste facilities, the planned move to a new Metro headquarters, growth of operating department programs and the possible merger with Tri-Met, the time is right.

**B. 1. Need to visually integrate Metro identification and the identification of Metro facilities and programs.** The recommendations resulting from phase I of the project call for a balanced identification approach: "It seems evident that Metro and its facilities require separate identities. With the diversity of the Metro facilities and programs, specific identities help communicate to the public their individual functions in the community. The individual identities, however, must be balanced with that of Metro as the parent organization. It would be most beneficial, for the development of public awareness, to have the Metro visual identification at least equally balanced with that of its facility/program" (Metro Survey Summary, Principia Graphica, March 1991). This approach is endorsed by the marketing group of the Metro ERC facilities.

**B. 2. Need to design communication products – visual identification and signage – for the new Metro Headquarters.** A new headquarters will give Metro a greater physical presence in the community. Reorganization of our physical environment can be coordinated with the reorganization of our communications for enhanced communication impact of both. - The new headquarters will generate new, un-planned for, projects calling for communication design, for example, a signage system and coordinated information products for the proposed Metro "store".

**B. 3. Need to make our identification more effective.** "Metro's current visual identification is not perceived as particularly effective or ineffective. At best it seems to make no impact at all" (Metro Survey Summary, Principia Graphica, March 1991).

**B. 3. a. Need to re-design the Metro logo.** The logo is a key visual device that may be used to create a family of communication products. The logo designed at Metro's conception was incomplete – a symbol was devised without a system of application. The limited system of application developed by in-house design staff is rapidly being rendered obsolete by the growth of the agency, changing technology and the use of recycled paper. The symbol is also difficult to work with for practical reasons: the Metro seal does not reproduce well at small sizes; the digitized image will not reproduce clearly on a laser printer.

**B.2. b. Need to restructure general Metro public outreach materials in relation to organizational changes and budget restrictions.** Agency growth provides new communication opportunities, especially if facilities can work together. An idea generated by Metro ERC marketing and Metro Public Affairs staff is an example of the kind of restructuring that can occur. What if we replaced the individual facility newsletters with one general piece – a calendar of Metro events – to be distributed as an insert in the Oregonian? A newspaper insert is an effective way to reach the general public but the price is prohibitive for any one facility. It becomes a viable option when resources are combined.

**B.2.c. Need to maximize the effectiveness of our individual publications by thinking of their collective impact.** The design process will generate innovative, cost-saving ideas for individual pieces. (The Linfield College catalog designed by Principia Graphica is a good example of cost effective design. The firm designed a set of brochures, one for each department, each printed in a different color. The brochures were distributed independently, but were also bound to create the multi-colored catalogue.)

**C. Need to clearly communicate our purpose and values, reinforce our philosophy and visually express our role in the region.**

**C. 1. Need to demonstrate leadership.** Metro is founded on an innovative model of regional management by consensus. Need to develop a communication strategy that is equally innovative and is itself a demonstration of effective management.

**C.2. Need to reinforce strategic plan.** Metro strategic plan will result in new mission statement and focus Metro priorities. This project can reinforce the strategic plan by giving it visual expression.

**C. 3. Need a catalyst for organizational thinking at the policy and administrative levels.** The design process will provide a forum for resolving ongoing, fundamental organizational issues. The design process brings decision making into the open; because the communication plan is implemented in visible form management is put into a decision making mode.

**D. Need to find innovative ways to conserve human and natural resources.**

A common denominator in regional issues is the need for resource conservation. Metro Solid Waste facilities and programs are directly involved in waste management; the zoo has adopted an environmental protection orientation; Transportation and Planning and Development are concerned with quality of life issues; the regional facilities have a vested interest in a clean environment that attracts visitors to the region. This project offers an opportunity to **lead by example** as we integrate solid waste policies – waste reduction and buy recycled policies in particular – into the everyday work programs of the entire agency.

D.1 The research phase of this project has generated many innovative and promising design directions:

1. Use of agency-wide visually coordinated system of recycled paper.
2. Exploration of envelope-free and self mailer formats for use in stationery. Rethinking the nature of corporate stationery for waste reduction could become model nationwide.
3. Minimize print waste by designing so that the maximum amount of paper is used from each parent sheet of paper.
4. Consolidate printing of stationery to reduce amount of paper wasted in printer set-up.
5. Take advantage of the communication potential of computers and computer networks. Build templates – visual identification formats – into the computers so that reports, presentations, correspondence and newsletters present a consistent format with minimum effort.
6. Explore non-print options for identification such as the use of watermarked paper.

#### **E. Need for an outside consultant.**

- The nature and scope of work requires a specialist in corporate identity with extensive experience in planning communication systems.
- The project requires complete objectivity. Metro center needs to be subject to the same objective analysis as the other facilities and divisions.
- The work is over and beyond the current graphics workload.
- Coordinating the communication plan with the move to a new Metro headquarters makes sense. The time table requires the concentrated and focused effort that can be provided by a consultant.

### **III. COST/BENEFITS BALANCE**    *VALUE*

**A. A communication plan is practical, cost effective and efficient and demonstrates sound management practices.** Printed communications represent necessary ongoing costs. A well-designed communication system can reduce these costs by eliminating redundancies. The larger the agency the greater the likelihood of overlapping printed communications, the greater the opportunity for cost savings through consolidation. By looking at our communication products as a whole we can analyze production methods and find ways to increase efficiency.

We expect the costs in the first two years after implementation of the plan to cover the cost of the initial investment.

Part of the consultant's job is to identify ways in which we can cut costs. The following are examples of the areas where we expect to see savings.

#### **A.1. Anticipated savings on printing costs of stationery.**

The larger the print quantity the lower of the price per printed piece. By consolidated the printing of stationery – letterhead, business cards and envelopes – we can cut costs by as much as 75 percent.

If we assume that eight facilities produce 10,000 each of letterhead, business cards and envelopes separately, the total estimated expenditure is \$40,368. Printed together the figure is \$15,330. (This estimate is hypothetical and assumes high quality, two-color printing on recycled paper. The 3:1 ratio remains constant.)

**A.2. Anticipated savings on design costs for projected projects.**

Individual projects that will require large expenditures for design include:

- A sign system for Memorial Coliseum
- Stationery for Metro ERC
- Identification that visually relates the Performing Arts Center, Civic Auditorium and Civic Stadium
- A sign system for new Metro headquarters

Recent estimates for the design phase of a signage system for a transfer station came to a range of \$25,000 to \$35,000. A new visual identification system for the performing arts and spectator facilities would be an investment similar to the one for Metro as a whole – \$40,000 - \$50,000.

**A. 3. Anticipated savings on cost of individual projects.**

Note Metro News example (B.2.b.)

METRO PUBLIC INFORMATION/GRAPHICS PROJECT

Metro Survey Summary  
Phase I Conclusions and Recommendations

Promotion/Public Relations Services Contract  
Public Affairs Department  
FY 91-92 Budget

The recommendations made by Principia Graphica at the end of Phase I research are based on the combined input from meetings with Metro, a professional assessment of Metro's needs and implementation options, and the results of the Metro survey. A copy of the Metro Survey Summary is attached.

The survey was targeted to decision makers at the policy level: Metro Councilors, Metro ERC Commissioners, members of the business community and key Metro staff.

Of 32 people surveyed there were 21 respondents. The respondents included 12 commissioner/councilors and 9 employee/advisors.

# METRO SURVEY SUMMARY

Your relationship to Metro is:

General public	Commissioner 	Councilor +++
Employee +++	Advisor 	Other 

21 people responded to the Metro survey: 12 Commissioner/Councilors, 9 Employee/Advisors

Metro's most important constituents are:

	low importance			medium importance			high importance			no opinion
	1	2	3	4	5	6	7	8	9	
Local governments mean <sub>21</sub> = 7.3							+++ +++		+++ 	
General public mean <sub>21</sub> = 8.6									+++ +++ 	
Facilities customers mean <sub>21</sub> = 7.2							+++ 			
Metro employees mean <sub>21</sub> = 6.5							+++			
Other										

Among the Metro constituency, the general public is viewed as most important. Facilities customers and local government are also ranked highly.

Metro's current visual identification is:

mean<sub>21</sub> = 5.1  
cc mean<sub>12</sub> = 5.3  
ea mean<sub>9</sub> = 5.0

ineffective						effective			
1	2	3	4	5	6	7	8	9	10
					+++ 				

Metro's current visual identification is not perceived as particularly effective or ineffective. At best it seems to make no impact at all.



Metro facilities identifications are:	ineffective					effective					no opinion
	1	2	3	4	5	6	7	8	9	10	
Washington Park Zoo mean <sub>20</sub> = 6.6											
Oregon Convention Center mean <sub>20</sub> = 6.8											
Memorial Coliseum Complex mean <sub>19</sub> = 4.5											
Performing Arts Center mean <sub>19</sub> = 4.7											
Solid Waste disposal facilities mean <sub>15</sub> = 6.3											

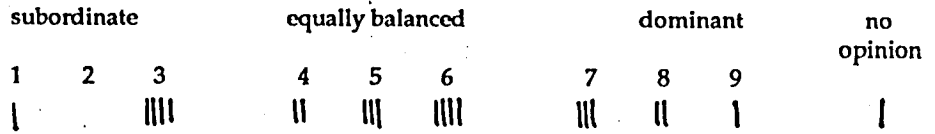
Among Metro facilities, the identities of the Washington Park Zoo and the Oregon Convention Center are the most effective.

Metro's communication efforts on behalf of the following programs are:	ineffective					effective					
	1	2	3	4	5	6	7	8	9	10	
Recycling, promotion mean <sub>19</sub> = 7.1											
Recycling, education mean <sub>19</sub> = 7.1											
Recycling, Information Center mean <sub>18</sub> = 7.0											
Transportation planning mean <sub>19</sub> = 5.4											
Urban growth planning mean <sub>19</sub> = 4.8											

Among Metro sponsored programs, the recycling information and promotion projects have been most effective.

Metro identification in relationship to Metro's facilities and programs should be:

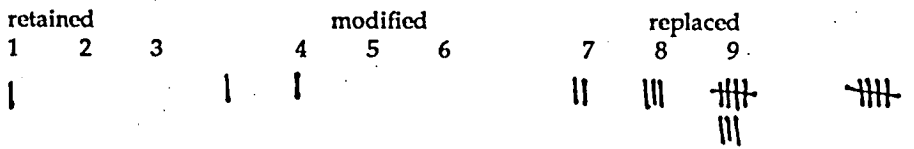
mean<sub>20</sub> = 5.3  
 cc mean<sub>12</sub> = 6.1  
 ea mean<sub>8</sub> = 4.1



It is generally viewed that Metro identification and facilities identification should be equally balanced in presentation. Commissioners and councilors tend to favor the Metro identification in a slightly dominant role.

Metro's existing logo (Indian motif) should be:

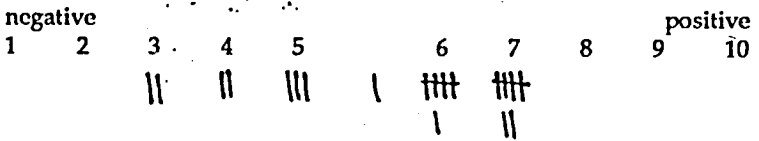
mean<sub>16</sub> = 7.4  
 cc mean<sub>9</sub> = 6.8  
 ea mean<sub>7</sub> = 8.0



Of respondents, most think the currently used Indian motif of the Metro logo should be replaced.

The overall reputation of Metro is:

mean<sub>21</sub> = 5.4  
 cc mean<sub>12</sub> = 6.1  
 ea mean<sub>9</sub> = 5.1



Internally, Metro's reputation is perceived neutrally, neither significantly positive nor negative. Metro's reputation among its most important constituency, the general public, is unknown because this segment of the population did not participate in the survey.

Additional Comments  
by Survey Respondents:

Because of Metro's lack of visibility and understanding among the general public, Metro facilities and communications should be clearly and prominently identified as METRO (not Zoo, or MERC).

Keep working on image and effective growth of the process for planning.

Enhancement funds in various neighborhoods have raised awareness about Metro and created a more positive attitude.

Facilities customers are of high importance to the facility itself, but of relatively low importance to Metro. Related to this, Metro ID should be subordinate to the facility for facility communications.

It is important that each facility have its own identity organic to its purpose. Though a challenging design opportunity Metro is the basic support agency or support structure – like the trunk of a tree which has many branches – the underlying structure. Perhaps the roots are the people, the taxpayers and voters and the branches are the diverse facilities • People respond to the zoo, the PCPA and feel connection to these entities, not so much identification and strong tie to the government agency. • Metro like a good parent allows the "children" or offspring to develop their personality and grow. • I am pleased you are addressing this important issue and happy to help in any way I can.

The real key is effective communication which leads to perception. Even the cover letter was a bit wordy and this form is even worse.

An elegant and discreet lapel pin for Metro employees, councillors, EO, etc. would be a nice addition • A nice version of the bird or seal would be appropriate. An added touch would be to use this rather than plaques for 5, 10, 15 year service awards. TriMet also adds a small ruby to their pin for each level of tenure.

**CONCLUSIONS** These conclusions address two basic questions: Should there be separate identities for facilities, departments and programs, etc. or should there be an all embracing identity? In what proportion should an overall identity appear in relation to individual or secondary identities?

It seems evident that Metro and its facilities require separate identities. With the diversity of the Metro facilities and programs, specific identities help communicate to the public their individual functions in the community.

The individual identities, however, must be balanced with that of Metro as the parent organization. It would be most beneficial, for the development of public awareness, to have the Metro visual identification at least equally balanced with that of its facility/program.

While a Metro dominant identity arrangement would greatly increase public awareness of Metro's jurisdiction, this arrangement is likely to find strong opposition from the individual facilities/programs. Both visual and political balance must be achieved with the Metro identity in order to achieve its goal of creating widespread positive public awareness.

The possibilities for visually integrating the Metro identity with its facilities and programs are numerous. The application of the Metro logo with that of its facility should vary based on the context of its use. The proportion in which the identities are used for internal communication should differ from that used for public information and marketing materials. Through consistent use alone, Metro can establish a pattern language that the public will associate with Metro sponsored activities, products, and services.

**RECOMMENDATIONS** The recommendations presented by Principia Graphica are based on the combined input from meetings with Metro, the results of the Metro survey, and our professional assessment of your needs and implementation options.

1. We recommend the investigations for a new visual identity for Metro include: 1) reinvestigation of Indian inspired imagery, 2) a solely typographic identity, and 3) an identity that utilizes typography in conjunction with a logo.
2. A Metro logo may be created in which existing facility and program identities can be integrated into the Metro logo itself. Programs and facilities that are added will have the advantage of responding to the existing Metro logo format in the design of their new identities.
3. Metro can also address the possibility of a logo design that would require the existing facility identities be modified to create a consistent public image.
4. Economy and efficiency are critical to the successful implementation of the Metro visual identity program. This applies to paper usage, conservation, and recyclability.
5. As a complete system addressing present and future communication needs, a stationery system can be designed so that all pieces are cut out of a single parent size sheet with no trim waste. With innovative thinking, envelope-free and self-mailer configurations can be created for portions of the correspondence. These measures conserve both resources and human energy.
6. For internal and external use, Metro could create a master stationery system with a Metro logo based watermark or overall pattern that could be imprinted, overprinted, or computer output with the logo, address, and communication of the originating facility.
7. Ideally, the design of the Metro logo and its application to a business papers system should occur in tandem. In this way, the application of the logo becomes an integral part of how people recognize Metro generated projects.

# METRO PUBLIC INFORMATION/GRAPHICS PROJECT

## Scope of Work, Budget and Timeframe

### Promotion/Public Relations Services Contract FY 91-91 Budget

#### Phase II – Scope of Work and Budget

The project has been divided into two phases. Funds for the research phase were allocated in the FY 90-91 Public Affairs and Convention Center Project budgets. This preliminary work is complete. The contract was awarded to the design firm, Principia Graphica.

Upon the approval of the Metro council, a second contract will be awarded to cover design development, design refinement, and implementation. The preliminary budget for the remaining phases comes to a total of \$60,000.

The project goals, schedule and preliminary budget are outlined below.

#### Project Goals

- To develop clear public information, agency identification and strong presence in the community
- To maintain the individual identification of Metro facilities
- To organize and simplify design applications and production procedures
- To reduce overall production costs
- To design with regard to environmental concerns
- To plan for agency growth and the integration of new projects and departments
- To design for electronic communication

#### Phase II – Design development

##### A. Design conceptualization and development

###### Procedure

1. Design conceptualization
2. Design exploration/concept rough development

3. Project management and coordination with vendors
4. Client presentation of preliminary program design

Time schedule: 8-12 weeks      Budget: \$18,000-\$24,000

B. Design refinement

Procedure

1. Further exploration refinement and expansion of selected design directions
2. Client presentation of comprehensives, input and resolution conference
3. Project management and coordination with vendors

Time schedule: 4-6 weeks      Budget: \$18,000-\$24,000

**Phase II – Design implementation**

- A. The Contractor will provide consultation on implementation activities called for in the plan.

Procedure

1. Application of plan to camera-ready art and electronic templates
2. Client conferences
3. Project management and coordination with vendors

Time schedule: 4-12 weeks      Budget: \$6,000 - \$12,000

1. Identify group at the beginning  
step through entire process -

A. cornalores

committing themselves to be integral to the process

Documenting cost savings methods =

3-4 big meetings

A. Input

B. Presentation of Directions

C. Final Presentation of Direction



FINANCE COMMITTEE REPORT

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RESOLUTION NO. 91-1484, OBTAINING APPROVAL OF A SHORT TERM LEASE OF ADDITIONAL OFFICE SPACE.

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Date: July 18, 1991

Presented by: Councilor Hansen

COMMITTEE RECOMMENDATION: At its July 18, 1991 meeting the Finance Committee voted 3-0 to recommend Council approval of Resolution No. 91-1484. Voting were Councilors Hansen, Buchanan and Devlin. Councilors Van Bergen and Wyers were excused.

COMMITTEE DISCUSSION/ISSUES: Regional Facilities Director Neil Saling presented the staff report. He described the need for additional space, outlined the costs for the move of the Transportation Department to the building immediately north of the Metro Center, and pointed out that a budget adjustment to pay for the extra leased space had already been approved by Council. He said the lease was for 12 months, with two 6-month options.

Councilor Devlin asked if the lease included any more parking. Mr. Saling said there are two parking spaces included, which are to accommodate the public - primarily for people who come to purchase maps from the Data Resource Center. Councilor Devlin asked what the price for the options would be. Mr. Saling said the increase was 50 cents per square foot (above the \$11.50/square foot in the first 12 months).



**METRO**

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

# Memorandum

Council  
7/25/91

#8

TO: Don Carlson, Council Administrator  
FROM: Karla Forsythe, <sup>KLF</sup> Council Analyst  
DATE: July 25, 1991  
RE: Finance Committee Meeting, July 18, 1991:  
Discussion of Budget Process Issues

At the July 18, 1991 meeting, the Finance Committee discussed possible changes in the budget process for FY 92-93.

## 1. Timing.

The proposed FY 91-92 budget was submitted to Council in mid-March, 1991. Some Councilors have indicated that a mid-March budget submission date does not allow adequate time for reasoned deliberation. Council staff noted that if the proposed FY 92-93 budget was submitted to Council on February 1, 1992, Councilors would have six additional weeks to consider the budget. The Council would better be able to exercise its oversight responsibility, because additional time would be available for analysis, for standing committees to have input into the final recommendations, and for the Budget Committee to consider the budget in depth.

Finance staff expressed concerns that budget planning would have to start in the middle of August, 1991. They noted the difficulty of planning in a fast-moving agency, and gave the Greenspaces program as an example. They said that newly hired staff will be responsible for preparing the work program, and will not have much of a chance to assess next year's needs if budget planning must start in mid-August.

Finance staff also said that coordination between the budget process and rate-setting processes would be more difficult with an earlier submission date.

Another concern was that the budget would be based on only a few months of fiscal year data, which would decrease the accuracy of budget figures based on projected activity levels for the next fiscal year. Finance staff said that the Council would have to expect many revisions to the proposed budget figures as projections were updated.

Don Carlson  
July 25, 1991  
Page Two

Councilor Devlin noted that even with a mid-March submission date, departments submitted several revisions. He thought a February 1 date is preferable to submission at the beginning of the calendar year. He also mentioned other options, such as seeking an exemption from TSCC review.

## 2. Relationship of standing committees to Budget Committee.

The budget review process in previous years has been structured to focus on the Budget Committee, so that department staff will not have to make duplicative presentations. Several Councilors have expressed concerns that standing committees do not have adequate opportunity for input into the budget. The FY 91-92 budget process called for standing committee comments before the budget was submitted, which meant that committees could not respond to the specific programs and funding proposed.

Councilor Hansen suggested that standing committee vice-chairs serve on the Budget Committee, and act as liaisons with their respective standing committees. Councilor Devlin agreed that it might be helpful to establish a Budget Committee with membership separate from the Finance Committee, and that this could result in a useful role for vice-chairs.

## 3. Information needs.

Councilors concurred with Council staff that the notebooks supporting proposed departmental budgets should be consistent in the words used to label a specific program. Committee members agreed that the notebooks should contain as much specific information about programs as possible, including projected completion dates. Year-to-date expenditures through December 31 should be submitted along with budget documents. Additionally, Committee members agreed that budget notebooks should identify program changes from year to year.

## 4. Council oversight throughout the year.

Council staff described a proposed revision to the quarterly report format which would help the Council monitor activity throughout the year as it relates to budgeted funds. Rather than describing activities during the quarter, the report would first list tasks set out in the budget notebook, then list the expected completion date and the anticipated date of Committee/Council review. A final column would indicate progress during the quarter toward completing the task.

Don Carlson  
July 25, 1991  
Page Three

Council staff noted that the proposed revision has been reviewed with Deputy Executive Officer Dick Engstrom, who supports this revised approach. Council staff will prepare the initial list of tasks, and review the format with the departments.

Councilor Hansen said that many of the activities listed in the budget notes are open ended, with no timeline or process for reporting on progress. She said her primary interest is accountability as the work is done. She provided a detailed list of programs which should be monitored. She thought it desirable to work with the revised reporting format over the next year, to see how it helps the budget process.

5. Other issues.

Councilor Devlin suggested developing a format to provide a clear explanation of the scope of contracts, going beyond the very brief statements currently included in the contracts list. He also emphasized the need for long-term budget planning; Finance staff said it is responding to the Council's directive in this area.