

Metro | Agenda

Meeting: Metro Council
Date: Thursday, July 23, 2015
Time: 2 p.m.
Place: Metro Regional Center, Council Chamber

CALL TO ORDER AND ROLL CALL

1. CITIZEN COMMUNICATION

2. STATE OF BLACK OREGON 2015 REPORT

**Nkenge Harmon Johnson,
Urban League of Portland**

3. CONSENT AGENDA

3.1 **Resolution No. 15-4630**, For the Purpose of Authorizing the Chief Operating Officer to Grant an Easement Under Metro Code Chapter 2.04.026(2)

3.2 **Resolution No. 15-4631**, For the Purpose of Authorizing the Chief Operating Officer to Grant an Easement to the City of Wilsonville

3.3 **Resolution No. 15-4637**, For the Purpose of Amending the 2015-18 Metropolitan Transportation Improvement Program (MTIP) to Allocate \$250,000 of Existing Regional Freight Analysis and Project Development Funds to the Freight Demand Modeling & Data Improvement Project

3.4 Consideration of Council Meeting Minutes for July 16, 2015

4. ORDINANCES (FIRST READ)

4.1 **Ordinance No. 15-1358**, For the Purpose of Amending Metro Code Chapter 4.01 to Update Oregon Zoo Regulations

Caleb Ford, Metro

4.1.1 Public Hearing on Ordinance No. 15-1358

5. ORDINANCES (SECOND READ)

5.1 **Ordinance No. 15-1355**, For the Purpose of Annexing to the Metro District Boundary Approximately 27.9 Acres Located North and South of NW Brugger Road in the North Bethany Area of Washington County

Tim O'Brien, Metro

- | | | |
|-----|--|------------------------------|
| 5.2 | Ordinance No. 15-1356 , For the Purpose of Approving Tonnage Cap Adjustments and Authorizing the Chief Operating Officer to Issue Modified Franchises for Privately-Owned Transfer Stations | Roy Brower, Metro |
| 6. | CHIEF OPERATING OFFICER COMMUNICATION | Martha Bennett, Metro |
| 7. | COUNCILOR COMMUNICATION | |

ADJOURN

Television schedule for July 23, 2015 Metro Council meeting

Clackamas, Multnomah and Washington counties, and Vancouver, WA Channel 30 – Community Access Network <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 Call or visit web site for program times.	Portland Channel 30 – Portland Community Media <i>Web site:</i> www.pcmtv.org <i>Ph:</i> 503-288-1515 Call or visit web site for program times.
Gresham Channel 30 - MCTV <i>Web site:</i> www.metroeast.org <i>Ph:</i> 503-491-7636 Call or visit web site for program times.	Washington County and West Linn Channel 30– TVC TV <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 Call or visit web site for program times.
Oregon City and Gladstone Channel 28 – Willamette Falls Television <i>Web site:</i> http://www.wftvmedia.org/ <i>Ph:</i> 503-650-0275 Call or visit web site for program times.	

PLEASE NOTE: Show times are tentative and in some cases the entire meeting may not be shown due to length. Call or check your community access station web site to confirm program times. Agenda items may not be considered in the exact order. For questions about the agenda, call the Metro Council Office at 503-797-1540. Public hearings are held on all ordinances second read. Documents for the record must be submitted to the Regional Engagement and Legislative Coordinator to be included in the meeting record. Documents can be submitted by e-mail, fax or mail or in person to the Regional Engagement and Legislative Coordinator. For additional information about testifying before the Metro Council please go to the Metro web site www.oregonmetro.gov and click on public comment opportunities.

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Thông báo về sự Metro không kỳ thị của

Metro tôn trọng dân quyền. Muốn biết thêm thông tin về chương trình dân quyền của Metro, hoặc muốn lấy đơn khiếu nại về sự kỳ thị, xin xem trong www.oregonmetro.gov/civilrights. Nếu quý vị cần thông dịch viên ra dấu bằng tay, trợ giúp về tiếp xúc hay ngôn ngữ, xin gọi số 503-797-1890 (từ 8 giờ sáng đến 5 giờ chiều vào những ngày thường) trước buổi họp 5 ngày làm việc.

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Metro з повагою ставиться до громадянських прав. Для отримання інформації про програму Metro із захисту громадянських прав або форми скарги про дискримінацію відвідайте сайт www.oregonmetro.gov/civilrights або Якщо вам потрібен перекладач на зборах, для задоволення вашого запиту зателефонуйте за номером 503-797-1890 з 8.00 до 17.00 у робочі дні за п'ять робочих днів до зборів.

Metro 的不歧视公告

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Ogeysiiska takooris la’aanta ee Metro

Metro waxay ixtiraamtaa xuquuqda madaniga. Si aad u heshid macluumaad ku saabsan barnaamijka xuquuqda madaniga ee Metro, ama aad u heshid warqadda ka cabashada takoorista, booqo www.oregonmetro.gov/civilrights. Haddii aad u baahan tahay turjubaan si aad uga qaybqaadatid kullaan dadweyne, wac 503-797-1890 (8 gallinka hore illaa 5 gallinka dambe maalmaha shaqada) shan maalmo shaqa ka hor kullanka si loo tixgaliyo codsashadaada.

Metro의 차별 금지 관련 통지서

Metro의 시민권 프로그램에 대한 정보 또는 차별 항의서 양식을 얻으려면, 또는 차별에 대한 불만을 신고 할 수 www.oregonmetro.gov/civilrights. 당신의 언어 지원이 필요한 경우, 회의에 앞서 5 영업일 (오후 5시 주중에 오전 8시) 503-797-1890를 호출합니다.

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សេចក្តីជូនដំណឹងអំពីការមិនរើសអើងរបស់ Metro
ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro ឬដើម្បីទទួលពាក្យបណ្តឹងរើសអើងសូមចូលទស្សនាកេហ្វឺរ www.oregonmetro.gov/civilrights។
បើលោកអ្នកត្រូវការអ្នកបកប្រែភាសានៅពេលអង្គប្រជុំសាធារណៈ សូមទូរស័ព្ទមកលេខ 503-797-1890 (ម៉ោង 8 ព្រឹកដល់ម៉ោង 5 ល្ងាច ថ្ងៃធ្វើការ) ប្រាំពីរថ្ងៃ ថ្ងៃធ្វើការ មុនថ្ងៃប្រជុំដើម្បីអាចឲ្យគេសម្រួលតាមសំណើរបស់លោកអ្នក ។

إشعار بعدم التمييز من Metro

تحتزم Metro الحقوق المدنية. للمزيد من المعلومات حول برنامج Metro للحقوق المدنية أو لإبداء شكوى ضد التمييز، يُرجى زيارة الموقع الإلكتروني www.oregonmetro.gov/civilrights. إن كنت بحاجة إلى مساعدة في اللغة، يجب عليك الاتصال مقدماً برقم الهاتف 503-797-1890 (من الساعة 8 صباحاً حتى الساعة 5 مساءً، أيام الاثنين إلى الجمعة) قبل خمسة (5) أيام عمل من موعد الاجتماع.

Paunawa ng Metro sa kawalan ng diskriminasyon

Iginagalang ng Metro ang mga karapatang sibil. Para sa impormasyon tungkol sa programa ng Metro sa mga karapatang sibil, o upang makakuha ng porma ng reklamo sa diskriminasyon, bisitahin ang www.oregonmetro.gov/civilrights. Kung kailangan ninyo ng interpreter ng wika sa isang pampublikong pulong, tumawag sa 503-797-1890 (8 a.m. hanggang 5 p.m. Lunes hanggang Biyernes) lima araw ng trabaho bago ang pulong upang mapagbigyan ang inyong kahilingan. Notificación de no discriminación de Metro.

Notificación de no discriminación de Metro

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Metro txoj kev ntxub ntxaug daim ntawv ceeb toom

Metro tributes cai. Rau cov lus qhia txog Metro txoj cai kev pab, los yog kom sau ib daim ntawv tsis txaus siab, mus saib www.oregonmetro.gov/civilrights. Yog hais tias koj xav tau lus kev pab, hu rau 503-797-1890 (8 teev sawv ntxov txog 5 teev tsaus ntuj weekdays) 5 hnub ua hauj lwm ua ntej ntawm lub rooj sib tham.

Agenda Item No. 3.1

Resolution No. 15-4630, For the Purpose of Authorizing the
Chief Operating Officer to Grant an Easement Under Metro Code
2.04.026(2)

Consent Agenda

Metro Council Meeting
Thursday, July 23, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 15-4630
CHIEF OPERATING OFFICER TO GRANT AN)
EASEMENT UNDER METRO CODE CHAPTER) Introduced by Chief Operating Officer Martha
2.04.026(2)) Bennett, with the concurrence of Council
) President Tom Hughes

WHEREAS, at the election held on November 7, 2006, the voters approved Ballot Measure 26-80, authorizing Metro to issue \$227.4 million of general obligation bonds to fund natural area acquisition and restoration that would protect lands near rivers and streams, fish and wildlife, and wildlife and trail corridors (the “Bond Measure”); and

WHEREAS, on September 6, 2007, the Metro Council approved Resolution No. 07-3840, “Approving the Natural Areas Acquisition Refinement Plan for the Columbia Slough Target Area,” setting forth objectives and acquisition targets including closing trail gaps on the Marine Drive Trail; and

WHEREAS, the proposed trail segment along NE Marine Drive between NE 185th and NE Interlachen Drive is one of the last remaining gaps in the Marine Drive Trail, an important part of the 40-Mile Loop trail system; and

WHEREAS, in November 2014, the Metro Council approved Resolution No. 14-4583, “For the Purpose of Endorsing Additional Investments for Restoration and Public Access to Nature,” authorizing Bond Measure funds to be spent to “build trail gaps on Marine Drive from Bridgeton to Troutdale;” and

WHEREAS, Metro has entered into an agreement for an easement with the owner of the remaining gap segment property (the “Property”) at the intersection of NE Marine Drive and NE Interlachen Lane, and as part of the same transaction, the owner has requested that Metro sell the owner an easement across adjacent Metro-owned property; and

WHEREAS, Resolution 97-2539B, “For the Purpose of Approving General Policies Related to the Review of Easements Right of Ways, and Leases for Non-Park Uses Through Properties Managed by the Regional Parks and Greenspaces Department,” provides a process for review of such easement requests; and

WHEREAS, the transaction is exempt from these general policies because it is designed specifically for the benefit of a Metro park and recreational facility, allowing construction of a pedestrian and bicycle trail on an important un-built segment of the Marine Drive Trail connecting Blue Lake Park to the Marine Drive Trail; and

WHEREAS, Metro Code Chapter 2.04.026 requires Metro Council approval for the purchase, sale, lease or transfer of real property owned by Metro, including easements; now, therefore,

BE IT RESOLVED that the Metro Council hereby authorizes the Chief Operating Officer to sell an easement to the owner of the property at the intersection of NE Marine Drive and NE Interlachen Lane, on terms and conditions acceptable to the Office of Metro Attorney.

ADOPTED by the Metro Council this _____ day of July, 2015.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 15-4630 FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO GRANT AN EASEMENT UNDER METRO CODE CHAPTER 2.04.026(2)

Date: June 25, 2015

Prepared by: Dan Moeller
Interim Natural Areas Program Director
503.797.1819

BACKGROUND

The “40-Mile Loop” is a loop system of trails that connect parks and natural areas in and around the greater Portland region. After the voters of the region passed the 2006 Natural Areas Bond Measure (the “Bond Measure”), the Metro Council adopted Resolution No. 07-3840, “Approving the Natural Areas Acquisition Refinement Plan for the Columbia Slough Target Area”. One of Tier 1 objectives of the Refinement Plan directs Metro to “Acquire property to close trail gaps in the Columbia Slough Trail and the 40-Mile Loop Trail between NE 33rd Avenue and the future Gresham-Fairview Trail”. This describes the Marine Drive portion of the 40-Mile Loop Trail. The remaining gap in this trail segment is between NE 185th Street and NE Interlachen Lane, which is just west of Metro’s Blue Lake Park. The trail is constructed on either side of this gap. An opportunity now exists for a trail easement acquisition to close this gap and secure the right to build a trail through a final property with frontage on NE Marine Drive and NE Interlachen (the “Property”).

The owner has agreed to donate this final, necessary easement. He has asked that at the same time, Metro sell the owner an easement across a strip of Metro-owned land that blocks the owner’s access to NE Interlachen Lane (the “Metro Property”), as shown on Attachment A to this Staff Report. The owner of the Property is requesting to purchase this easement across the narrow Metro Property because once he donates the easement to Metro, his access to Marine Drive will be curtailed. The easement area that Big Eddy Marina Inc. is seeking to acquire from Metro is about 200 sq. ft., fronting NE Interlachen Lane. Our internal estimate of market value for this portion based on a 2011 appraisal of similar property is about \$100.

Metro receives requests for easements, leases and right-of-ways through natural area and park properties and these requests are reviewed and analyzed per guidance and policy established via Resolution 97-2539B, “For the Purpose Of Approving General Policies Related To The Review of Easements, Right-Of-Ways and Leases for Non-Park Uses Through Properties Managed by Regional Parks and Greenspaces Department,” adopted by Council on November 6, 1997. Since this proposed sale of an easement by Metro is part of a real estate transaction in which Metro is receiving an interest in land that will benefit Metro parks and natural areas, it is outside of the easement policy, and this resolution serves as authorization to grant the owner of the Property an easement across the Metro Property.

In November of 2014, the Metro Council adopted Resolution No. 14-4583, “For the Purpose of Endorsing Additional Investments for Restoration and Public Access to Nature,” authorizing the use of Natural Areas Bond funds to build out key regional trail gaps identified in its Exhibit A. The Project/Target area that pertains to the Property was to “Build trail gaps on Marine Drive from Bridgeton to Troutdale.” Accordingly, the funds for trail design and construction are available. Closing this gap will improve bicycle and pedestrian access by providing an off-street trail to link the Blue Lake Park Trail to the Marine Drive Trail. The partners involved in this project may include the City of Gresham, the Multnomah County Drainage District and Pacific Power and Light.

Section 2.04.026 of the Metro Code, “Council Approval of Contracts,” requires Metro Council authorization for any contract for the purchase, sale, lease or transfer of real property owned by Metro, which includes the easement requested by the owner across the Metro Property.

ANALYSIS/INFORMATION

1. **Known Opposition.** None

2. **Legal Antecedents.**

Metro Code Section 2.04.026(a)(2), which requires Metro Council authorization for the Chief Operating Officer to transfer interests in real property, including easements.

2006 Metro Natural Areas Bond Measure approved by voters on November 7, 2006.

Resolution No. 07-3840, “Approving the Natural Areas Acquisition Refinement Plan for the Columbia Slough Target Area,” adopted September 6, 2007.

Resolution 97-2539B, “For the Purpose of Approving General Policies Related to the Review of Easements Right of Ways, and Leases for Non-Park Uses Through Properties Managed by the Regional Parks and Greenspaces Department,” adopted November 6, 2007.

Resolution No. 14-4583, “For the Purpose of Endorsing Additional Investments for Restoration and Public Access to Nature,” adopted November 13, 2014.

3. **Anticipated Effects.** Granting this easement is not expected to produce a negative impact on the natural resource and market value of the Metro Property.

4. **Budget Impacts.** There are no budget impacts except the \$100 purchase price for the easement that will be added to existing bond funds.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of Resolution No. 15-4630.



NE MARINE DR

Blue Lake
Regional Park

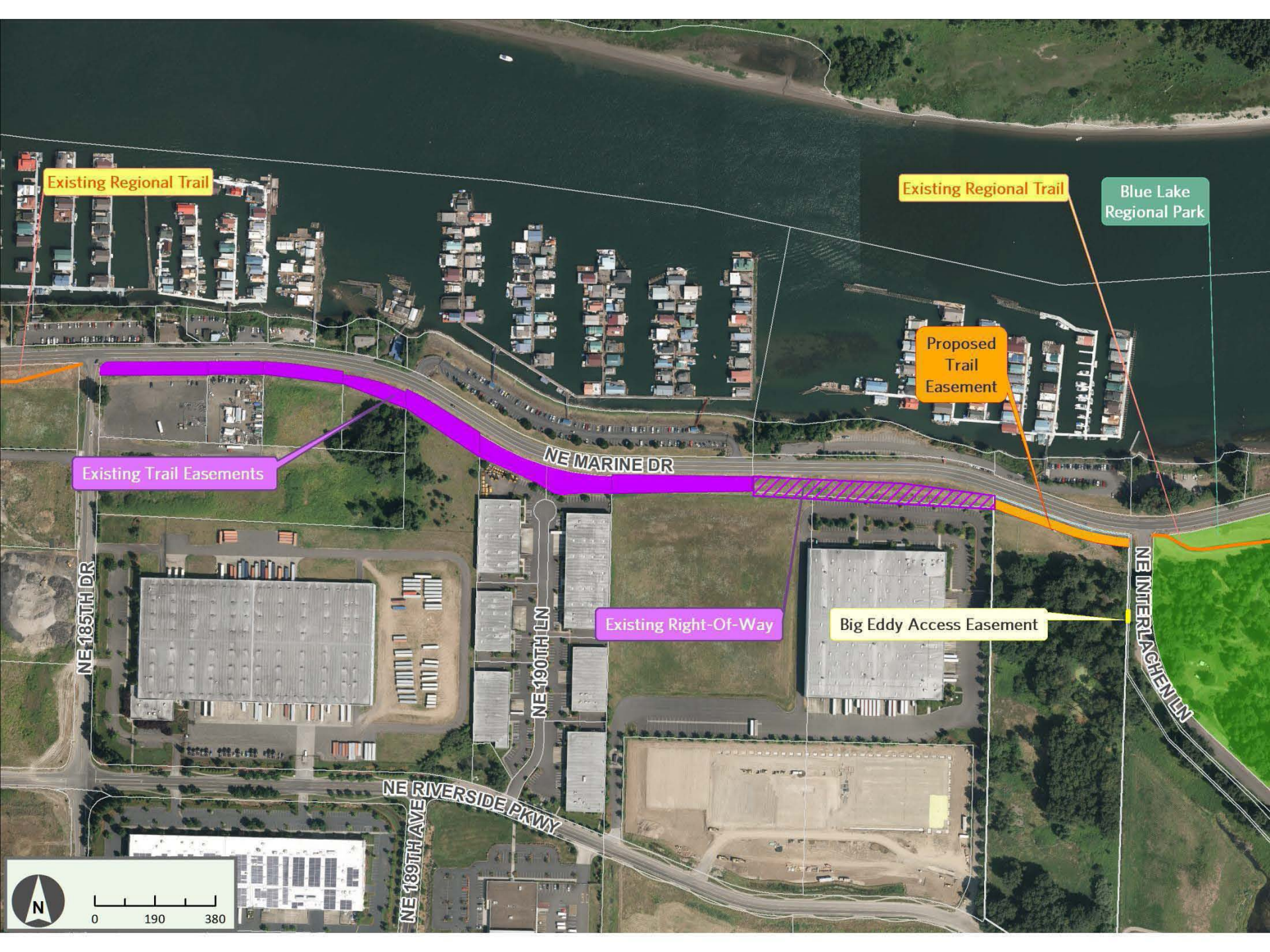
Proposed
Trail
Easement

Existing Regional Trail

Big Eddy Access Easement
6 ft x 36 ft = 216 sq ft

NE INTERLAGHEN LN

Metro owned



Existing Regional Trail

Existing Regional Trail

Blue Lake
Regional Park

Proposed
Trail
Easement

Existing Trail Easements

NE MARINE DR

Existing Right-Of-Way

Big Eddy Access Easement

NE 185TH DR

NE 190TH LN

NE RIVERSIDE PKWY

NE 189TH AVE

NE INTERLACHEN LN



0 190 380

Agenda Item No. 3.2

Resolution No. 15-4631, For the Purpose of Authorizing the
Chief Operating Officer to Grant an Easement to the City of
Wilsonville

Consent Agenda

Metro Council Meeting
Thursday, July 23, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE)
CHIEF OPERATING OFFICER TO GRANT AN)
EASEMENT TO THE CITY OF WILSONVILLE)

RESOLUTION NO. 15-4631

Introduced by Chief Operating Officer Martha
Bennett in concurrence with Council
President Tom Hughes

WHEREAS, pursuant to the Metro Open Spaces, Parks and Streams 1995 Ballot Measure 26-26 on January 23, 2002, Metro purchased approximately 39 acres of real property in the Tonquin Geologic Area Target Area, now known as part of “Coffee Lake Creek Wetlands”; and

WHEREAS, on June 17, 2013, the Wilsonville City Council adopted the Transportation System Plan for the City of Wilsonville, which is the City’s long-term transportation plan and is an element of its Comprehensive Plan; and

WHEREAS, the Transportation System Plan identified the extension of SW Kinsman Road as an important minor arterial roadway, and the City has been awarded Federal-Aid Surface Transportation Program (STP) urban funds (2009) and Statewide Transportation Improvement Program (STIP) enhancement funds (2015) for the design and construction of the project; and

WHEREAS, as part of this road extension, a single-lane roundabout is planned to be constructed adjacent to Coffee Lake Creek Wetlands, and the location of the roundabout and supporting storm drainage infrastructure necessitates the City’s acquisition of right-of-way and easements from adjacent property owners, including 4,403 square feet across Coffee Lake Creek Wetlands; and

WHEREAS, the City of Wilsonville requests a permanent easement of 4,403 square feet for the construction and maintenance of public roadway and utility infrastructure; and

WHEREAS, Metro Parks and Nature Department staff have evaluated this easement request according to the criteria set forth in Metro Council Resolution No. 97-2539B, “For the Purpose of Approving General Policies Related to the Review of Easements, Right of Ways, and Leases for Non-Park Uses Through Properties Managed by the Regional Parks and Greenspaces Department,” adopted on November 6, 1997 (the “Easement Policy”), as further set forth in Attachment 1 to the Staff Report for this Resolution; and

WHEREAS, staff has determined that the easement request can be accommodated with minimal impact to natural resources, cultural resources, recreational resources, recreational facilities, recreational opportunities and their operation and management at the Coffee Creek Wetlands, and staff therefore recommends approval of the easement request; and

WHEREAS, the Easement Policy and the Metro Code requires review of all easement requests by the Metro Council; now therefore,

BE IT RESOLVED that the Metro Council hereby authorizes the Chief Operating Officer to grant a permanent access, construction and maintenance easement to the City of Wilsonville in the location

described on the attached Exhibit A to this Resolution, on terms satisfying the Easement Policy and approved by the Office of Metro Attorney.

ADOPTED by the Metro Council this 23 day of July, 2015.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

Exhibit A to Resolution No. 15-4631



www.obec.com

14429LD01
November 13, 2014
A. Silbernagel

LEGAL DESCRIPTION

KINSMAN ROAD EXTENSION
CITY OF WILSONVILLE
31W11C 01400

A tract of land over real property situated in the City of Wilsonville, Clackamas County, Oregon, being a portion of that property conveyed to Metro, by Statutory Warranty Deed Document No. 2002-007186, Clackamas County Deed Records, lying in the Southwest quarter of Section 11, Township 3 South, Range 1 West of the Willamette Meridian, more particularly described as follows:

Commencing at the South Quarter Corner of Section 11, said corner being a 3-1/4" Brass Disk; thence North 88°38'29" West along the South line of said section a distance of 1360.78 feet; thence leaving said South line, North 1°32'07" East, a distance of 80.46' to the northerly right-of-way line of Boeckman Road and the **Point of Beginning**; thence leaving said right-of-way and continuing North 1°32'07" East a distance of 32.42 feet; thence along the arc of a 113.00 foot radius curve to the left (the long chord of which bears South 68°20'33" West, 78.20 feet) an arc distance of 79.85 feet, to a point of non-tangency; thence South 66°20'01" West, a distance of 67.18 feet to the northerly right-of-way line of Boeckman Road; thence continuing along said right-of-way line, on the arc of a 1056.70 foot radius curve to the right (the long chord of which bears North 88°03'09" East, 112.89 feet) an arc distance of 112.94 feet; thence continuing along said right-of-way line, North 20°41'38" East, a distance of 21.25 feet; thence continuing along said right-of-way line, South 88°41'08" East, a distance of 13.00 feet to the **Point of Beginning**.

Containing 3430 square feet, more or less.

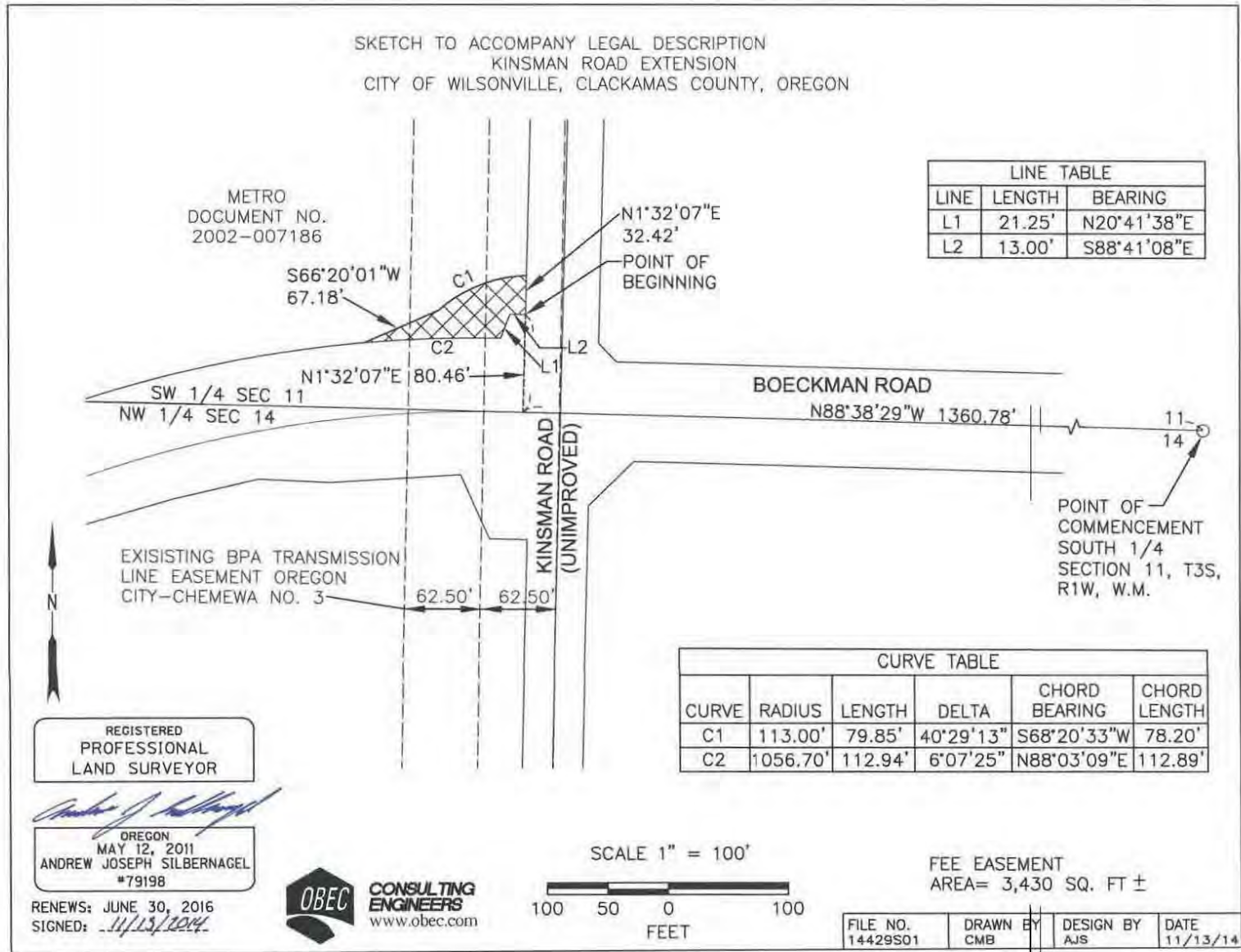
Subject to easements and restrictions of record.

Bearings based on Survey No. 2010-187,
Clackamas County Surveyors Office.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew J. Silbernagel
OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2016
SIGNED: *11/13/2014*





www.obec.com

14429LD02
December 10, 2014
A. Silbernagel

LEGAL DESCRIPTION

KINSMAN ROAD EXTENSION
CITY OF WILSONVILLE
31W11C 01200

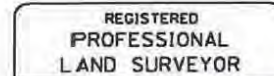
A tract of land over real property situated in the City of Wilsonville, Clackamas County, Oregon, being a portion of that property conveyed to Metro, by Warranty Deed-Statutory Form, Document No. 99-094558, Clackamas County Deed Records, lying in the Southwest quarter of Section 11, Township 3 South, Range 1 West of the Willamette Meridian, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 11, said corner being a 3-1/4" Brass Disk; thence North 88°38'29" West along the South line of said Section 11 a distance of 1360.78 feet; thence leaving said South line, North 1°32'07" East, a distance of 80.46' to the northerly right-of-way line of Boeckman Road and the **Point of Beginning**; thence leaving said right-of-way and continuing North 1°32'07" East a distance of 32.42 feet; thence South 88°42'56" East, a distance of 30.00 feet; thence South 1°32'07" West, a distance of 32.45 feet to the northerly right-of-way line of Boeckman Road; thence continuing along said right-of-way line, North 88°39'02" West, a distance of 30.00 feet to the **Point of Beginning**.

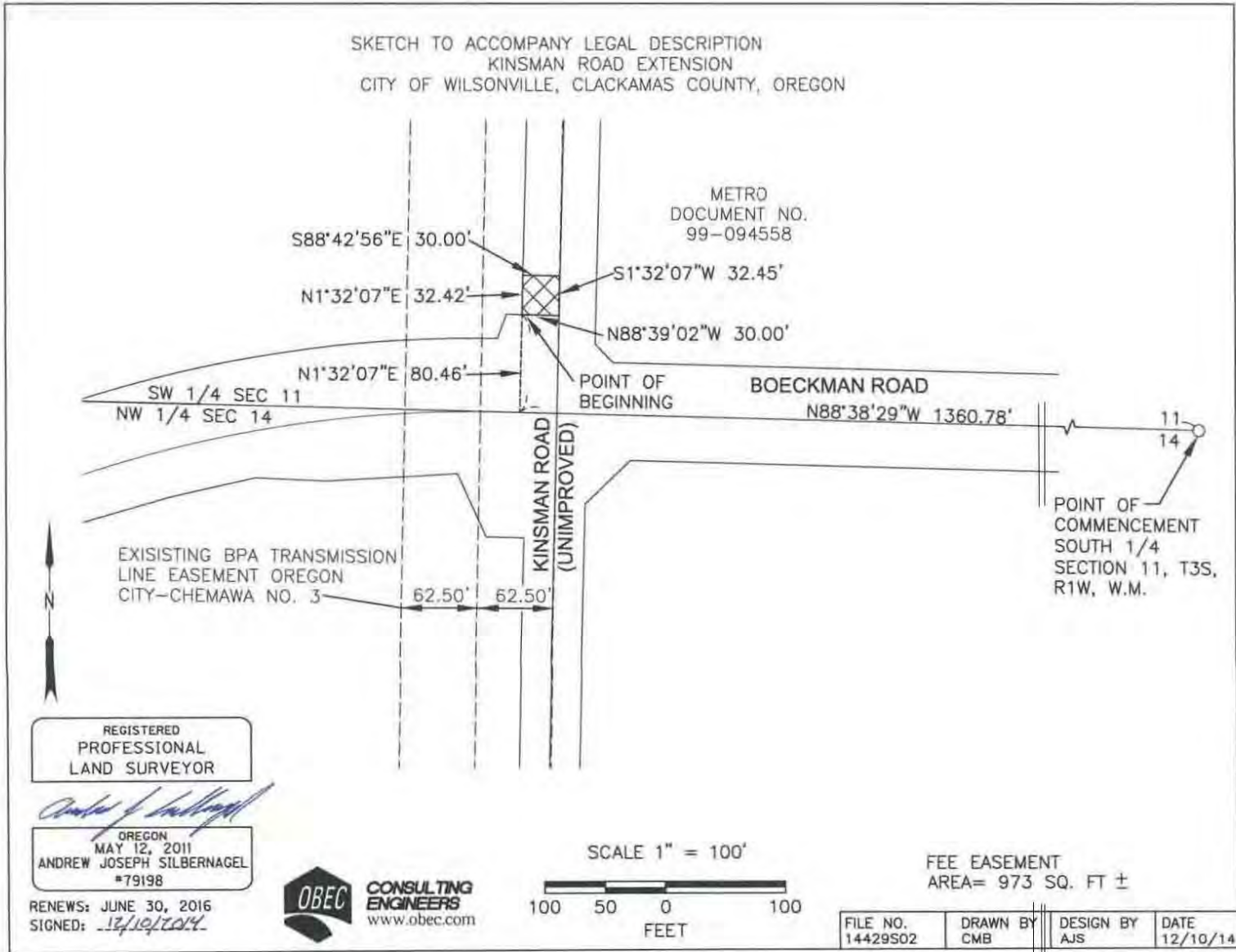
Containing 973 square feet, more or less.

Subject to easements and restrictions of record.

Bearings based on Survey No. 2010-187,
Clackamas County Surveyors Office.



RENEWS: JUNE 30, 2016
SIGNED: 12/10/2014



STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 15-4631, FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO GRANT AN EASEMENT TO THE CITY OF WILSONVILLE

Date: July 23, 2015

Prepared by: Dan Moeller
503-797-1819

BACKGROUND

Metro's Parks and Nature Department receives requests for easements, leases and right-of-ways for non-park uses through park and natural area properties. These requests are reviewed and analyzed per guidance and policy established via Resolution 97-2539B, "For The Purpose Of Approving General Policies Related To The Review Of Easements, Right-Of-Ways and Leases For Non-Park Uses Through Properties Managed By Regional Parks and Greenspaces Department," adopted by the Metro Council on November 6, 1997. Metro received an easement application from the City of Wilsonville, and it has been reviewed by staff in accordance with this policy. As set forth in the findings in Attachment 1 as required by the policy, staff recommends approval of the easement request.

The City of Wilsonville's Comprehensive Plan is an official statement of the goals, policies, implementation measures, and physical plan for the development of the city. The plan documents the city's approach to the allocation of available resources for meeting current and anticipated future needs, ensuring the City's planning programs support Metro's 2040 Regional Framework Plan. The City of Wilsonville updated its Comprehensive Plan in 2013, and as a supporting document to the City's Comprehensive Plan, the City completed an update of its Transportation System Plan ("TSP") also in 2013.

The TSP is the City's long-term transportation plan and intends to ensure the City will be prepared to support land use growth within the urban growth boundary through the 2035 planning horizon. The "Higher Priority Project List" within the TSP includes recommended projects reasonably expected to be funded through 2035. These are the highest priority projects and will inform the City's yearly budget and 5-year Capital Improvement Plan.

One of these Higher Priority Projects is the southern extension of SW Kinsman Road, from SW Barber Street to SW Boeckman Road. The City believes the extension of SW Kinsman Road provides a significant public benefit by improving the connectivity and capacity for all modes of transportation in southwest Wilsonville, especially between Wilsonville and Boeckman Road. The City also believes the extension is needed as a safe and efficient route to move freight through western Wilsonville, removing truck traffic from several unsafe smaller roads. The City has been awarded federal aid grants on two occasions for a total of \$3.63 million for preliminary design and final construction. The City believes this level of federal aid investment signifies the regional support and importance of this roadway to improve freight movement and multi-modal connections within the region.

At the north end of this roadway extension, at the intersection of SW Kinsman Road and SW Boeckman Road, the City has planned and designed a single-lane roundabout. The location of the roundabout and supporting storm drainage infrastructure necessitates the City's acquisition of right-of-way and easements from adjacent property owners, including 4,403 square feet from Metro. The Metro property in question was purchased in the Tonquin Geologic Target Area with funds from the 1995 Open Spaces, Parks and Streams bond measure ("Open Spaces bond measure"), and subsequent acquisitions through both the Open Spaces bond measure and the 2006 Natural Areas bond measure brought the site to its current size of 232 acres, known as "Coffee Lake Creek Wetlands." The site consists primarily of wetland with some forested upland and overall, provides excellent wildlife habitat and is an important area for groundwater

recharge and discharge. It is also a great spot for nesting waterfowl and other wildlife species. According to the 2002 closing memo, these open space values are even more significant because the property is located near the “future 2,400+ housing unit urban village at the nearby Dammasch site.” This Dammasch site is now known as Villebois, and the Kinsman Road extension design provides safe multi modal opportunities for these residents. Much of this site lies within the city limits of the City of Wilsonville.

Metro staff reviewed this easement request, in accordance with Resolution 97-2539B, “For The Purpose Of Approving General Policies Related To The Review Of Easements, Right-Of-Ways and Leases For Non-Park Uses Through Properties Managed By Regional Parks and Greenspaces Department.” As set forth in the findings in Attachment 1 as required by the policy, staff recommends approval of the easement request.

ANALYSIS/INFORMATION

1. Known Opposition

None

2. Legal Antecedents

1995 Metro Open Spaces Bond Measure approved by voters on May 16, 1995;

2006 Metro Natural Areas Bond Measure approved by voters on November 7, 2006;

Metro Code Section 2.04.026(a)(2), which requires Metro Council authorization for the Chief Operator to transfer interests in real property; and

Metro Council Resolution No. 97-2539B “For the Purpose of Approving General Policies Related to the Review of Easements, Right-Of-Ways, and Leases for Non-Park Uses through Properties Managed by the Regional Parks and Greenspaces Department,” adopted November 6, 1997.

3. Anticipated Effects

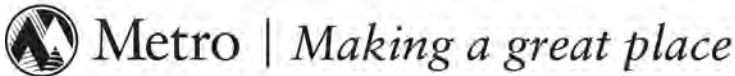
Adoption of the easement will allow the City of Wilsonville construct and maintain roadway extension that will provide improved multi-modal connectivity to residents and businesses in southwestern Wilsonville.

4. Budget Impacts

None

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of Resolution 15-4631.



ATTACHMENT 1 TO STAFF REPORT TO RESOLUTION NO. 15-4631

METRO EASEMENT POLICY CRITERIA AND STAFF FINDINGS ON CITY OF WILSONVILLE'S APPLICATION FOR A PERMANENT EASEMENT IN COFFEE LAKE CREEK WETLANDS NATURAL AREA

- 1) **Provide for formal review of all proposed easements, rights of ways, and leases for non-park uses by the Regional Parks and Greenspaces Advisory Committee, the Regional Facilities Committee and the full Council. Notwithstanding satisfaction of the criteria set forth herein, the final determination of whether to approve a proposed easement, right of way, or lease is still subject to the review and approval by the full Metro Council.**

Staff finding: Criterion has been satisfied through a thorough review by Metro Parks and Nature Department staff and the Office of Metro Attorney. Department staff prepared a Resolution, Staff Report and this Staff Findings Report to present to the Metro Council for a final decision.

- 2) **Prohibit the development of utilities, transportation projects and other non-park uses within corridors or on sites which are located inside of Metro owned or managed regional parks, natural areas, and recreational facilities except as provided herein.**

Staff finding: The applicant requests a permanent 4,403 square foot easement at the southeast corner of Coffee Lake Creek Wetlands for a transportation project which will include some utility infrastructure. The project site is not located inside of this Metro owned natural area, but is on its edge. Department staff reviewed this request as provided herein for a non-park use on a natural area site in accordance with this policy.

The applicant is constructing a minor arterial roadway intended to remove truck traffic from smaller, unsafe roadways and enhance both local and regional freight mobility west of I-5. This roadway will terminate at its north end in a roundabout at SW Boeckman Road. The location of this roundabout and supporting storm drainage infrastructure necessitates acquisition of right-of-way and easements from adjacent property owners, including Metro. The proposed use of the easement area will include construction and maintenance of public roadway and utility infrastructure, including use by franchise utilities. The remainder of the proposed easement is intended to accommodate re-grading due to change in elevation. The easement area is on the fringe of a 232 acre natural area and adjacent to the existing thoroughfare Boeckman Road. Most of the easement area is already burdened by a Bonneville Power Administration easement which restrict the uses and vegetation permitted.

- 3) **Reject proposals for utility easements, transportation right of ways and leases for non-park uses which would result in significant, unavoidable impacts to natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management.**

Staff finding: Criterion satisfied. Parks and Nature Department staff reviewed this request and has determined that there will be no significant impacts to natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management to the site by the requested easement, while providing a significant public benefit of improving connectivity and capacity for all methods of transportation in southwest Wilsonville. The easement is very small, on the edge of a natural area, already adjacent to a major roadway, and already burdened by a Bonneville Power Administration easement prohibiting certain vegetation growth and other development. The impacts to the natural area will be minimal and any impacts to plants or habitat will be restored by the applicant through their Wetlands-Fill permit issued by the Department of State Lands and the U.S. Army Corps of Engineers.

- 4) **Accommodate utility easements, transportation right of ways or other non-park uses when the Regional Parks and Greenspaces Department (the Department) determines that a proposed easement, right of way, or non-park use can be accommodated without significant impact to natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management; and that the impacts can be minimized and mitigated.**

Staff finding: Criterion satisfied. There is not a master or management plan for the site, but the requested easement area of 4,403 square feet consists of 0.04% of the 232 acre site, and the requested easement lies at the very edge of the site, adjacent to an existing major roadway, and already burdened by the Bonneville Power Administration easement prohibiting certain vegetation growth. Department staff believe any impacts to the natural area can be minimized and mitigated, and will be mitigated through the requirements in place in the Wetlands-Fill permit issued to the applicant by the Department of State Lands and the U.S. Army Corps of Engineers.

- 5) **Require full mitigation and related maintenance, as determined by the Department, of all unavoidable impacts to natural resources, recreational facilities, recreational opportunities or their operation and management associated with the granting of easements, right of ways, or leases to use Metro owned or managed regional parks, natural areas or recreational facilities for non-park uses.**

Staff finding: Criterion satisfied. The applicant has an extensive mitigation plan that has already been approved by the Oregon Department of State Lands and the U.S. Army Corps of Engineers. The applicant proposes to mitigate impacts to the site's natural resources by re-grading to existing contours when possible and replanting with native trees, shrubs and groundcover.

The wetland fill area was included in the City's Wetlands Removal-Fill permit through the Oregon Department of State Lands and U.S. Army Corps of Engineers. As mitigation for the loss of the wetlands and natural area functions, the City has purchased wetland mitigation bank credits through the Mud Slough Wetland Mitigation Bank, LLC. In addition to the mitigation credits, a 1.35 acre temporal mitigation area will be constructed immediately west of the proposed road alignment within the Coffee Lake Creek wetlands (non-Metro owned portion), providing on-site mitigation for tree removal on non-Metro owned property and loss of natural area resulting from the project. Since the mitigation area is comprised of seasonally wet pastureland, plantings will be predominately comprised of native, wet-tolerant species, consisting of 325 trees and 650 shrubs. This mitigation area is intentionally located immediately north of an existing 1.0 acre temporal mitigation site, thereby providing a

combined mitigation area of 2.35 acres with a correspondingly higher functional classification than would be otherwise accomplished with two separate mitigation areas. As mitigation for removal of upland trees (oak trees in particular) on non-Metro owned property and loss of natural area resulting from the project, an additional 1.24 acre oak habitat enhancement area will be constructed at the northeast corner of the SW Barber Street and SW Kinsman Road intersection, adjacent to the proposed road alignment. The mitigation area will consist of 200 native trees and shrub species to expand and enhance the existing oak stand's diversity over time. Native groundcover and grass seed mix will be applied to enhance the oak understory and replace the impacted natural area function.

6) Limit rights conveyed by easements, right of ways, and leases for non-park uses to the minimum necessary to accomplish the objectives of any proposal.

Staff finding: Criterion satisfied. The applicant requests an easement of 4,403 square feet. This is a very small portion of the greater 232 acre site. The applicant has demonstrated that this square footage is necessary to construct and maintain a section of public roadway (a roundabout) and utility infrastructure. The remainder of the proposed easement is intended to accommodate re-grading due to change in elevation.

7) Limit the term of easements, right of ways and leases to the minimum necessary to accomplish the objectives of any proposal.

Staff finding: Criterion satisfied. The applicant indicates that permanent easement space limitations are the minimum needed to accomplish and maintain the project. Maintenance of this area in perpetuity after the construction will be necessary. The City will maintain the roadway and utilities within the easement in working order utilizing practices consistent with the maintenance of similar facilities under City jurisdiction.

8) Require reversion, non-transferable, and removal and restoration clauses in all easements, rights of ways, and leases.

Staff finding: Criterion satisfied. If the Metro Council approves an easement, the easement will include these terms. The Office of Metro Attorney will draft and review the easement before signature.

9) Fully recover all direct costs (including staff time) associated with processing, reviewing, analyzing, negotiating, approving, conveying, or assuring compliance with the terms of any easement, right of way, or lease for non-park use.

Staff finding: Criterion satisfied. Metro staff documented time and costs spent on this application and informed the applicant of the policy requiring reimbursement. Execution of the easement is subject to satisfaction of all expenses and the applicant is aware and agreeable to this.

10) Receive no less than fair market value compensation for all easements, right of ways, or leases for non-park uses. Compensation may include, at the discretion of the Department, periodic fees or considerations other than money.

Staff finding: Criterion satisfied. If the Metro Council elects to approve the easement, the applicant will be required to obtain an appraisal to determine the fair market value of the proposed permanent easement and compensate Metro accordingly. A Metro staff person, an

acquisition expert, has already valued this easement area for Metro use internally at \$1,000. The applicant proposes to obtain an outside appraisal as well. Department staff believes the valuation will be consistent.

- 11) Require full indemnification from the easement, right of way or leaseholder for all costs, damages, expenses, fines, or losses related to the use of the easement, right of way, or lease. Metro may also require insurance coverage and/or environmental assurances if deemed necessary by the Office of General Counsel.**

Staff finding: Criterion satisfied. If the Metro Council elects to approve the easements, the easement document will include indemnification and insurance provisions.

- 12) Limit the exceptions to this policy to: grave sales, utilities or transportation projects which are included in approved master/management plans for Metro regional parks, natural areas and recreational facilities; projects designed specifically for the benefit of a Metro regional park, natural area, or recreational facility; or interim use leases as noted in the Open Spaces Implementation Work Plan.**

Staff finding: Criterion satisfied. No exception to the policy was requested and this applicant has satisfied the easement policy.

- 13) Provide for the timely review and analysis of proposals for non-park uses by adhering to the following process:**

A. The applicant shall submit a detailed proposal to the Department which includes all relevant information including but not limited to: purpose, size, components, location, existing conditions, proposed project schedule and phasing, and an analysis of other alternatives which avoid the Metro owned or managed regional park, natural area or recreational facility which are considered infeasible by the applicant. Cost alone shall not constitute unfeasibility.

Staff finding: Criterion satisfied. The applicant submitted a detailed application and proposal that included all necessary information.

B. Upon receipt of the detailed proposal, the Department shall determine if additional information or a Master Plan is required prior to further review and analysis of the proposal. For those facilities, which have master plans, require that all proposed uses are consistent with the master plan. Where no master plan exists all proposed uses shall be consistent with the Greenspaces Master Plan. Deficiencies shall be conveyed to the applicant for correction.

Staff finding: Criterion satisfied. The application was thorough and completed and no additional information is needed. The site does not currently have a Master Plan, and a Site Conservation Plan is underway. The easement area is so small in relation to the larger site that it should not impact the Site Conservation Plan or any future Master Plan.

C. Upon determination that the necessary information is complete, the Department shall review and analyze all available and relevant material and determine if alternative alignments or sites located outside of the Metro owned or managed regional park, natural area, or recreational facility are feasible.

Staff finding: Criterion satisfied. Based on the applicant's extensive analysis, Parks and Nature Department staff concur no reasonable alternative exists.

Over the past several years the applicant performed an extensive analysis to not only limit the impact to Metro land, but also to limit the overall project impact to wetlands and natural areas within the area. In lieu of constructing the SW Kinsman Road extension, an analysis to improve three different routes was performed. The studied routes included SW Boburg Road, SW Brown Road, and SW Boones Ferry Road. Both the Boburg and Boones Ferry routes failed to provide enough capacity at the intersection of SW Boeckman Road and SW Boburg Road and were determined to be infeasible. The Brown Road route failed to provide enough capacity at the intersection of SW Brown Road and SW Barber Street and created safety and liability concerns by routing a significant amount of heavy truck traffic through a residential neighborhood and adjacent to an elementary school. One of the key goals of the project is to remove truck traffic from smaller, unsafe roadways and enhance both local and regional freight mobility west of I-5. The alternative route analysis confirmed that a new north-south minor arterial roadway was needed between SW Villebois Drive and SW Boburg Street to improve roadway connectivity, enhance freight mobility and relieve congestion at existing street intersections.

The current alignment of this roadway, the Kinsman Road extension, was selected as the least impactful alternative through a master planning process that included multiple discussions with the regulatory agencies spanning more than a decade. The road alignment is significantly constrained by the existing Bonneville Power lines and the extensive Coffee Lake Creek Wetlands to the west and the existing forested wetlands, industrial development, and the proximity of the existing railroad alignment to the east. As conditioned by the City's wetlands removal-fill permit, the new road location is also limited to the area of previously impacted wetlands from the recent installation of a 48" water line along the same alignment as the proposed roadway (not on Metro property).

In addition to the road location and the alignment analysis, the City has examined a number of options to locate the SW Kinsman Road and SW Boeckman Street intersection improvements as to minimize the impacts to the Metro properties. Initially, a standard signalized intersection was proposed at Boeckman Road. However, the signal poles could not meet the clearance requirements of the overhead Bonneville Power lines. As a result, a roundabout intersection design was determined to be necessary, which requires more space than a standard signalized intersection. The City also looked at shifting the roundabout further to the south, away from the Metro properties. A number of design issues were identified, including the need to realign a portion of SW Boeckman Road and associated utilities thus filling additional wetlands in the Coffee Lake Creek complex. Also, a large existing underground water system pressure reducing vault (25' x 15' x 10') does not allow for shifting the roundabout any further south than currently proposed. Shifting the roundabout further south would also create additional impacts to the forested wetland southeast of the proposed roundabout, which is not allowed under the City's wetlands removal-fill permit. The City has reduced the impacts to the Metro owned properties as much as possible. The requested easement area is the minimum necessary to accommodate the SW Kinsman Road extension and intersection improvements at SW Boeckman Road.

- D. If outside alternatives are not feasible, the Department shall determine if the proposal can be accommodated without significant impact to park resources, facilities or their operation and management. Proposals which cannot be**

accommodated without significant impacts shall be rejected. If the Department determines that a proposal could be accommodated without significant impacts, staff shall initiate negotiations with the applicant to resolve all issues related to exact location, legal requirements, terms of the agreement, mitigation requirements, fair market value, site restoration, cultural resources, and any other issue relevant to a specific proposal or park, natural area or recreational facility. The Department shall endeavor to complete negotiations in a timely and business-like fashion.

Staff finding: Criterion satisfied. Department staff determined the proposal can be accommodated without significant impacts to natural resources or the operations and management of Metro property. Staff does not believe there are any outstanding issues related to exact location, legal requirements, terms of the agreement, mitigation requirements, fair market value, site restoration, cultural resources, and any other issue relevant to a specific proposal or park, natural area or recreational facility. Should the Metro Council approve the easement request, program staff will work with the Office of Metro Attorney to resolve any and all issues that arise.

- E. **Upon completion of negotiations, the proposed agreement, in the appropriate format, shall be forwarded for review and approval. In no event shall construction of a project commence prior to formal approval of a proposal.**

Staff finding: Criterion satisfied. If the easement is approved by the Metro Council, the Office of Metro attorney will draft and approve the easement document.

- F. **Upon completion of all Metro tasks and responsibilities or at intervals determined by the Department, and regardless of Metro Council action related to a proposed easement, right of way, or lease for a non-park use, the applicant shall be invoiced for all expenses or the outstanding balance on expenses incurred by Metro.**

Staff finding: Criterion satisfied. Metro costs have been documented and the applicant will be billed for reimbursement.

- G. **Permission from Metro for an easement or right-of-way shall not preclude review under applicable federal, state, or local jurisdiction requirements.**

Staff finding: Criterion satisfied. The applicant has already received permits from the Department of State Lands and the U.S. Army Corps of Engineers.

Staff finding: Criterion satisfied. Based on the applicant's extensive analysis, Parks and Nature Department staff concur no reasonable alternative exists.

Over the past several years the applicant performed an extensive analysis to not only limit the impact to Metro land, but also to limit the overall project impact to wetlands and natural areas within the area. In lieu of constructing the SW Kinsman Road extension, an analysis to improve three different routes was performed. The studied routes included SW Boburg Road, SW Brown Road, and SW Boones Ferry Road. Both the Boburg and Boones Ferry routes failed to provide enough capacity at the intersection of SW Boeckman Road and SW Boburg Road and were determined to be infeasible. The Brown Road route failed to provide enough capacity at the intersection of SW Brown Road and SW Barber Street and created safety and liability concerns by routing a significant amount of heavy truck traffic through a residential neighborhood and adjacent to an elementary school. One of the key goals of the project is to remove truck traffic from smaller, unsafe roadways and enhance both local and regional freight mobility west of I-5. The alternative route analysis confirmed that a new north-south minor arterial roadway was needed between SW Villebois Drive and SW Boburg Street to improve roadway connectivity, enhance freight mobility and relieve congestion at existing street intersections.

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In addition to the road location and the alignment analysis, the City has examined a number of options to locate the SW Kinsman Road and SW Boeckman Street intersection improvements as to minimize the impacts to the Metro properties. Initially, a standard signalized intersection was proposed at Boeckman Road. However, the signal poles could not meet the clearance requirements of the overhead Bonneville Power lines. As a result, a roundabout intersection design was determined to be necessary, which requires more space than a standard signalized intersection. The City also looked at shifting the roundabout further to the south, away from the Metro properties. A number of design issues were identified, including the need to realign a portion of SW Boeckman Road and associated utilities thus filling additional wetlands in the Coffee Lake Creek complex. Also, a large existing underground water system pressure reducing vault (25' x 15' x 10') does not allow for shifting the roundabout any further south than currently proposed. Shifting the roundabout further south would also create additional impacts to the forested wetland southeast of the proposed roundabout, which is not allowed under the City's wetlands removal-fill permit. The City has reduced the impacts to the Metro owned properties as much as possible. The requested easement area is the minimum necessary to accommodate the SW Kinsman Road extension and intersection improvements at SW Boeckman Road.

- D. If outside alternatives are not feasible, the Department shall determine if the proposal can be accommodated without significant impact to park resources, facilities or their operation and management. Proposals which cannot be**

accommodated without significant impacts shall be rejected. If the Department determines that a proposal could be accommodated without significant impacts, staff shall initiate negotiations with the applicant to resolve all issues related to exact location, legal requirements, terms of the agreement, mitigation requirements, fair market value, site restoration, cultural resources, and any other issue relevant to a specific proposal or park, natural area or recreational facility. The Department shall endeavor to complete negotiations in a timely and business-like fashion.

Staff finding: Criterion satisfied. Department staff determined the proposal can be accommodated without significant impacts to natural resources or the operations and management of Metro property. Staff does not believe there are any outstanding issues related to exact location, legal requirements, terms of the agreement, mitigation requirements, fair market value, site restoration, cultural resources, and any other issue relevant to a specific proposal or park, natural area or recreational facility. Should the Metro Council approve the easement request, program staff will work with the Office of Metro Attorney to resolve any and all issues that arise.

- E. Upon completion of negotiations, the proposed agreement, in the appropriate format, shall be forwarded for review and approval. In no event shall construction of a project commence prior to formal approval of a proposal.**

Staff finding: Criterion satisfied. If the easement is approved by the Metro Council, the Office of Metro attorney will draft and approve the easement document.

- F. Upon completion of all Metro tasks and responsibilities or at intervals determined by the Department, and regardless of Metro Council action related to a proposed easement, right of way, or lease for a non-park use, the applicant shall be invoiced for all expenses or the outstanding balance on expenses incurred by Metro.**

Staff finding: Criterion satisfied. Metro costs have been documented and the applicant will be billed for reimbursement.

- G. Permission from Metro for an easement or right-of-way shall not preclude review under applicable federal, state, or local jurisdiction requirements.**

Staff finding: Criterion satisfied. The applicant has already received permits from the Department of State Lands and the U.S. Army Corps of Engineers.

Agenda Item No. 3.3

Resolution No. 15-4637, For the Purpose of Amending the
2015-18 Metropolitan Transportation Improvement Program
(MTIP) to Allocate \$250,000 of Existing Regional Freight
Analysis and Project Development Funds to the Freight Demand
Modeling & Data Improvement Project

Consent Agenda

Metro Council Meeting
Thursday, July 23, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE 2015-18)	RESOLUTION NO. 15-4637
METROPOLITAN TRANSPORTATION)	
IMPROVEMENT PROGRAM (MTIP) TO)	
ALLOCATE \$250,000 OF EXISTING REGIONAL)	
FREIGHT ANALYSIS AND PROJECT)	Introduced by: Chief Operating Officer
DEVELOPMENT FUNDS TO THE FREIGHT)	Martha Bennett in concurrence with Council
DEMAND MODELING & DATA IMPROVEMENT)	President Tom Hughes
PROJECT)	

WHEREAS, the Metropolitan Transportation Improvement Program (MTIP) prioritizes projects from the Regional Transportation Plan to receive transportation related funding; and

WHEREAS, the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council approved the 2015-18 MTIP on July 31, 2014; and

WHEREAS, JPACT and the Metro Council must approve any subsequent amendments to add new projects or substantially modify existing projects in the MTIP; and

WHEREAS, the Freight Demand Modeling and Data Improvement Project was approved by Metro Council for the UPWP in December, 2014; and

WHEREAS, at the time of approval, the project narrative described two funding sources, the initial \$350,000 SHRP2 C20 Freight Modeling Implementation Assistance grant to fund model development, and an allocation of Regional Freight Analysis and Project Development funds to be within the range of \$250,000 to \$450,000, with final amount to be determined following completion of initial project tasks to develop a Model Implementation Plan and a Data Plan; and

WHEREAS, the data plan has been completed and has identified a need estimated to cost a total of \$350,000, within the estimated cost range of this task; and

WHEREAS, the project has no impact on vehicle capacity and is therefore exempt from needing to demonstrate conformity with the air quality emissions budget; now therefore

BE IT RESOLVED that the Metro Council hereby adopts the recommendation of JPACT to modify the allocation of Surface Transportation Program funds to the Freight Demand Modeling & Data Improvement project in the 2015-18 MTIP, consistent with the programming illustrated in Exhibit A.

ADOPTED by the Metro Council this ____ day of July 2015.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

Exhibit A to Resolution No. 15-4637**2015-18 Metropolitan Transportation Improvement Plan Chapter 5 Tables amendment**

Action: Amend MTIP to include the additional budget for the data element of the Freight Demand Modeling & Data Improvement project.

Existing programming:

Project Name	Project Description	ODOT Key #	Lead Agency	Estimated Total Project Cost (all phases, all years)	Project Phase	Fund Type	Program Year	Federal Funding	Minimum Local Match	Other Funds	Total Funding
Regional Freight Analysis & Project Development	To be assigned to develop analysis tools and project strategies that support freight movement in the region.	19296	Metro	N/A	Plan	STP	2015	\$400,000	N/A		\$400,000
Freight Modeling & Data Improvement	Improve travel demand model capability to forecast truck freight trips.	19174	Metro	\$650,000 to \$850,000	Plan	SHRP2 (100%) STP	2014 2015	\$350,000 \$100,000	\$0 \$11,445		\$461,445

Amended programming:

Project Name	Project Description	ODOT Key #	Lead Agency	Estimated Total Project Cost (all phases, all years)	Project Phase	Fund Type	Prog. Year	Federal Funding	Minimum Local Match	Other Funds	Total Funding
Regional Freight Analysis & Project Development	To be assigned to develop analysis tools and project strategies that support freight movement in the region.	19296	Metro	N/A	Plan	STP	2015	\$150,000	N/A		\$150,000
Freight Modeling & Data Improvement	Improve travel demand model capability to forecast truck freight trips.	19174	Metro	\$740,059	Plan	SHRP2 (100%) STP	2014 2015	\$350,000 \$350,000	\$0 \$40,059		\$740,059

STAFF REPORT

FOR THE PURPOSE OF AMENDING THE 2015-18 METROPOLITAN TRANSPORTATION IMPROVEMENT PROGRAM (MTIP) TO MODIFY THE ALLOCATION OF FUNDS TO THE FREIGHT DEMAND MODELING & DATA IMPROVEMENT PROJECT

Date: July 10, 2015

Prepared by: Bud Reiff, 503-797-1773

BACKGROUND

Metro was selected to receive one of four Freight Model Implementation Assistance grants under the federal SHRP2 program for a Freight Demand Modeling and Data Improvement Project. This model will replace Metro's current truck model with a hybrid freight model that both represents multi-modal freight flows through elements of national and regional supply chains and simulates the movement of individual trucks and shipments on local networks. The SHRP2 funds will be used for model development.

Model estimation and calibration will also require collection of behavioral data from shippers and receivers. Establishment surveys will be used to gather data about industry type and size, commodities shipped and received, shipment size and frequency, and truck fleet data. Regional Flexible Funds allocated to Regional Freight Analysis and Project Development activities have been identified as the source funds needed to pay for this task. Initial estimates identified a need of between \$200,000 and \$400,000, subject to the completion of a Data Plan to further define the scope, methods and budget for this task. An initial allocation of \$100,000 of these funds was provided to support model data needs until the final cost of the data element was completed. The Data Plan was recently completed and has recommended a total cost of \$350,000. Therefore, an additional \$250,000 of the Regional Freight Analysis and Project Development funds are needed for the project. As this represents an allocation of more than \$200,000 to a planning project, a formal amendment is required for approval.

Federal air quality regulations as outlined in Title 40 Code of Federal Regulation 93.126, exempts this project from having to perform air quality conformity analysis due to the fact that the work has no impact on vehicle emissions. The project is included in the 2015-16 Unified Planning Work Program.

This amendment will modify the scope and budget to the existing project included in the 2015-18 MTIP to allocate an additional \$250,000 of Urban Surface Transportation Program funds to the project. The programming is shown in Exhibit A to Resolution No. 15-4637. The Joint Policy Advisory Committee on Transportation (JPACT) must recommend approval and the Metro Council must approve amendments to the MTIP. On July 9, 2015, JPACT recommended that Metro Council approve the amendment.

ANALYSIS/INFORMATION

1. **Known Opposition** None known at this time.
2. **Legal Antecedents** Amends the 2015-18 Metropolitan Transportation Improvement Program adopted by Metro Council Resolution 14-4532 on July 31, 2014 (For the Purpose of Adopting the 2015-2018 Metropolitan Transportation Improvement Program for the Portland Metropolitan Area).
3. **Anticipated Effects** Allows project to be eligible for transportation funding.
4. **Budget Impacts** None.

RECOMMENDED ACTION

Metro staff recommends the approval of Resolution No. 15-4637.

Agenda Item No. 3.4

Consideration of Council Meeting Minutes for July 16, 2015

Metro Council Meeting
Thursday, July 23, 2015
Metro Regional Center, Council Chamber

Agenda Item No. 4.1

Ordinance No. 15-1358, For the Purpose of Amending Metro
Code Chapter 4.01 to Update Oregon Zoo Regulations

Ordinances (First Read)

Metro Council Meeting
Thursday, July 23, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING) ORDINANCE NO. 15-1358
METRO CODE CHAPTER 4.01 TO UPDATE)
OREGON ZOO REGULATIONS) Introduced by Chief Operating Officer Martha
) Bennett in concurrence with Council President
) Tom Hughes

WHEREAS, the Oregon Zoo is a community asset that attracts more than 1.6 million visitors per year from across the region, state of Oregon, and greater Northwest;

WHEREAS, Metro Council on June 18, 2015, via Resolution 15-4612, established the Oregon Zoo Operating Fund;

WHEREAS, Oregon Local Budget Law requires that the resources in each fund must be equal to the expenditures and other requirements in that fund;

WHEREAS, the Oregon Zoo must set and adjust its admission prices from time-to-time to generate sufficient resources to maintain operations;

WHEREAS, adjustments to fee schedules should be based on independently objective criteria that account for the quality of the Zoo experience;

WHEREAS, any changes in prices or access programs must balance with Metro's six desired outcomes;

WHEREAS, current admission prices remain in effect until the Oregon Zoo shall report to Metro Council on future admissions price changes and on efforts and outcomes related to ensuring equitable access to this community asset; and

WHEREAS, good governance requires that the Oregon Zoo regulations be revised from time to time to improve clarity, remove superfluity, and comport with changes in other parts of the Metro Code; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. That Metro Code Section 4.01 "Oregon Zoo Regulations" is deleted in its entirety and replaced as set forth in Exhibit A to this Ordinance.
2. These revisions to Metro Code Section 4.01 "Oregon Zoo Regulations" are effective _____, 2015.

ADOPTED by the Metro Council this ____ day of _____, 2015.

Tom Hughes, Council President

Attest:

Approved as to Form:

Alexandra Eldridge, Recording Secretary

Alison R. Kean, Metro Attorney

Exhibit A to Ordinance No. 15-1358

TITLE IV

OREGON ZOO

Chapter	Title
4.01	Oregon Zoo Regulations

CHAPTER 4.01

OREGON ZOO REGULATIONS

Section	Title
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4.01.010	Purpose
4.01.020	Definitions
4.01.030	Operating Authority
4.01.040	Hours of Operation
4.01.050	Admission Fees and Policies
4.01.060	Rules of Conduct for Public Within Zoo Premises
4.01.070	Parking Regulations
4.01.080	Rules of Conduct for Members of Public in Zoo Shuttle Parking Lot
4.01.090	Zoo Railroad
4.01.100	Penalties

Repealed

4.01.110	Allocation of Zoo Tax Base ____ (Repealed Ord. 10-1230, Sec. 2)
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4.01.010 Purpose

The purpose of this chapter is to provide for the operation of the Zoo and to provide for regulations governing the use of the Zoo and Zoo Shuttle areas by members of the public in order to provide protection of Zoo animals, plants, and property, and to protect the safety and enjoyment of persons visiting the Zoo.

(Ordinance ~~No.~~ 92-412A, Sec. 2. Ordinance 13-1320, Sec. 1.)

4.01.020 Definitions

For the purposes of this chapter unless the context requires otherwise the following terms shall have the meaning indicated:

—— (a) "Director" or "Zoo Director" means the Director of the Zoo, and also includes such subordinate employees of the Zoo or other Metro employees to the extent the Zoo Director or Chief Operating Officer has delegated specific duties in writing.

—— (b) "Premises" means the property, buildings, and grounds within the perimeter fence surrounding the Zoo, the admission and exit gates, the entry plaza, all Zoo buildings including but not limited to the administrative, commissary, haybarn, and shop buildings, the employee parking lot, the Zoo vehicular storage

area, including the Zoo Railroad right-of-way from the Zoo to and including the Metro Washington Park Station, and any portions of the landscaping and sidewalk between the Zoo perimeter fence and Knights Boulevard or the Washington Park parking lot.

——(c) "Public" means any person other than a Zoo employee.

——(d) "Shuttle Parking Lot" means any facility located outside the Zoo and the Washington Park parking Lot and designated by the Zoo for overflow parking.

——(e) "Special event" means any event or occasion held on the Premises other than during normal operating hours as specifically authorized by the Zoo Director and Chief Operating Officer.

——(f) "Zoo" means the Oregon Zoo and includes the Premises.

——(g) "Zoo Employee" means any paid employees of the Zoo, any other paid employees of Metro performing tasks or functions at the Zoo at the request or direction of either the Zoo Director, the Metro Council, or the Chief Operating Officer, volunteers performing functions and duties assigned or authorized by the Zoo Director, and any contractors or agents of the Zoo carrying out their duties or obligations to the Zoo.

——(h) "Zoo Railroad" means the equipment, rails, and right-of-way extending from within the Zoo Premises through the City of Portland park adjacent to the Zoo to a location near the Rose Test Gardens, also known as the Washington Park and Zoo Railway.

(Ordinance 92-412A, Sec. 2. Ordinance 98-726, Sec. 5; Ordinance 02-973, Sec. 1; Ordinance 04-1059, Sec. 1; Ordinance 13-1320, Sec. 1.)

4.01.030 Operating Authority

Operation of the Zoo and management of the Zoo Premises shall be under the general supervision of the Zoo Director except as may be specifically provided to the contrary by the Chief Operating Officer. All Zoo employees shall be directed and controlled by the Zoo Director and Chief Operating Officer subject to the personnel rules and applicable collective bargaining agreements of Metro.

(Ordinance 92-412A, Sec. 2. Ordinance 02-973, Sec. 1; Ordinance 13-1320, Sec. 1.)

4.01.040 Hours of Operation

Hours of operations of the Zoo, including all times the Zoo is open to the public or for special events, shall be established by the Zoo Director and approved by the Chief Operating Officer. In cases of inclement weather, or in any case of emergency, the Zoo may be closed in order to protect the safety of members of the public, Zoo employees or animals, and other Zoo property.

(Ordinance 92-412A, Sec. 2. Amended by Ordinance 02-973, Sec. 1.)

4.01.050 Admission Fees and Policies

- (a) Regular Fee Schedule. The schedule of regular paid admission fees shall be set and adjusted by the Chief Operating Officer, or designee, based on consideration of the following criteria:
- (1) Increases/decreases in the Consumer Price Index since the last admission fee adjustment;
 - (2) Comparisons to Zoos of similar attendance, size, quality and service area;
 - (3) Pricing survey data;
 - (4) Revenue and expense projections.
- (b) In the event the Chief Operating Officer elects to set or adjust paid admission fees, the Chief Operating Officer shall provide the Metro Council with 45 business days notice prior to the effective date of such fees. Upon notice of said fees, the Metro Council may elect to affirm or modify paid admission fees by resolution of the Metro Council. Admission fees set by the Metro Council may thereafter be adjusted as set forth in section 4.01.050(a).

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Adult (12 years and over)	\$11.25
Youth (3 years through 11 years)	\$8.25
Child (2 years and younger)	Free
Senior Citizen (65 years and over)	\$9.75

~~(c**b**) Conservation Admission Surcharge. A ~~t~~^TTwenty-five cents ~~s~~—(\$0.25) ~~surcharge will be added to~~^{er}~~of~~ each regular paid admission ~~fee shall~~ ~~to~~ go toward the funding of Oregon Zoo conservation initiatives. ~~This surcharge is in addition to the admission fees listed in the Regular Fee Schedule in subsection (a) above.~~~~

~~(d**e**) Free and Reduced Admission~~

- ~~(1) ———(1)——~~The Director may set free or reduced price admission rates for individuals, groups, special events, or as otherwise in accordance with this Chapter.
- ~~(2) ———(2)——~~A free admission pass will entitle the holder only to enter the Zoo without paying an admission fee.
- ~~(3) ———(3)——~~A reduced admission pass will entitle the holder only to enter the Zoo by paying a reduced admission fee.

(4) ~~(4)——~~Free or reduced admission passes may be issued to the following groups or individuals and shall be administered as follows:

(

~~(A) Metro employees and eligible family members shall be entitled to free regular Zoo admission upon presentation of a current Metro employee identification card, in accordance with the Zoo Admission and Discount Policy for Metro Employees.~~

(B)

~~(B) Metro elected officials shall be entitled to free admission. and Eligible family members of Metro elected officials, shall be entitled free regular Zoo admission in accordance with the Zoo Admission and Discount Policy for Metro Employees.~~

~~(C)~~ Free admission passes in the form of volunteer identification cards may, at the Director's discretion, be issued to persons who perform volunteer work at the Zoo. Cards shall bear the name of the volunteer, shall be signed by the Director, shall be non-transferable, and shall terminate at the end of each calendar year or upon termination of volunteer duty, whichever date occurs first. New identification cards may be issued at the beginning of each new calendar year for active Zoo volunteers.

(D) The Zoo Director may issue reduced price admission passes to individuals using a TriMet bus or the Metro Area Express (MAX) for travel to the Zoo upon presentation of acceptable proof of fare payment, which includes TriMet passes, MAX tickets and bus transfer receipts validated on the date of Zoo entry.

~~(5) Admission to the Zoo shall be at a reduced rate for all persons during a portion of a day each month, as determined by the Director.~~

~~(d)~~ (e) Special Events. -The Zoo, or portions thereof, may be utilized for special events designed to enhance Zoo revenues during hours that the Zoo is not normally open to the public. The number, nature of, and admission fees for such events shall be determined by the Zoo Director.

~~(e)~~ (f) Shuttle Fee. -The Zoo Director may establish, charge and collect a Shuttle fee from shuttle users for transport from the Zoo Shuttle Parking Lots and may adjust said Shuttle fee annually.

(Ordinance 92-412A, Sec. 2. Ordinance 93-505, Sec. 1; Ordinance 94-568; Ordinance 98-726, Sec. 6; Ordinance 98-735, Sec. 2; Ordinance 99-804, Sec. 1; Ordinance 01-915, Sec. 1; Ordinance 02-949, Sec. 1; Ordinance 02-973, Sec. 1; Ordinance 03-1016, Sec. 1; Ordinance 04-1050; Ordinance 04-1059, Sec. 2;

4.01.060 Rules of Conduct for Public Within Zoo Premises

The following rules of conduct and regulations shall be applicable to all members of the public within Zoo Premises. In addition to penalties provided for herein or by applicable law, adherence to these standards of conduct shall be a condition of admission to the Zoo Premises.

- ~~_____~~ (a) Limited Right-of-Entry. ~~—~~Public entry into the Zoo Premises is prohibited except during hours of public operation as established pursuant to Section 4.01.040. Members of the public attending special events after normal hours of operation may do so only as specifically authorized by the Zoo Director, and may only enter those portions of the Zoo Premises specifically authorized for the conduct of the special event.
- ~~_____~~ ~~(b)~~ Admission Fee Required. ~~—~~All members of the public entering the Zoo shall do so only after payment of the applicable admission fee except as entry may be specifically authorized by the Zoo Director or Chief Operating Officer.
- ~~_____~~ (c) Destruction Prohibited. ~~—~~No member of the public may destroy, damage or remove any property including plants located on Zoo Premises.
- ~~_____~~ (d) Protection of Zoo Animals. ~~—~~No member of the public shall:
 - ~~_____~~ (1) Kill, injure, or disturb any animal by any means except to secure personal safety;
 - ~~_____~~ (2) Pet, attempt to pet, handle, move, or remove the animals except where expressly permitted;
 - ~~_____~~ (3) Feed the animals except when and where expressly permitted;
 - ~~_____~~ (4) Catch, attempt to catch, trap, remove, or kill any free roaming animals inhabiting the Premises;

- (5) Go over, under, between, or otherwise cross any guardrail, fence, moat, wall, or any other safety barrier; or
- (6) Except as provided in paragraph (3), throw any object or material at any animal or into any animal enclosure or exhibit area.
- (e) Conformity with Signs and Emergency Directions. Members of the public shall comply with official signs of a prohibitory or directory nature, and with the directions of Zoo employees.
- (f) Littering. —Littering, dumping or any other disposal of rubbish, trash, or other wastes, at the Zoo by any member of the public other than in designated receptacles is prohibited.
- (g) Alcohol. —Possession or consumption by any member of the public on the Zoo Premises of any alcoholic beverage of any nature whatsoever other than beverages purchased from Zoo employees or as expressly authorized in writing by the Zoo director is prohibited.
- (h) Sound Amplification Devices. —Possession or use by any member of the public of musical instruments, radios or other electric sound-producing or amplification devices that make or emit sounds audible to anyone other than the user of the device is prohibited.
- (i) State and Local Laws. —All members of the public on Zoo Premises shall comply with all provisions of the Oregon Criminal Code, the City of Portland Police Code, including but not limited to regulations and prohibitions pertaining to firearms and dangerous or deadly weapons, and other provisions of applicable law.
- (j) Soliciting, Vending, and the Distribution of Handbills. The soliciting of alms and contributions, commercial soliciting, and vending or distribution of samples of any kind, the display or distribution of commercial advertising, and the disseminating of written materials, and canvassing for political, charitable, or religious purposes by members of the public are prohibited within the Zoo Premises, except on the sidewalks between the Washington Park parking lot and the perimeter fence

surrounding the Zoo; otherwise such activity by members of the public is prohibited. Such activities must be conducted in accordance with the following conditions:

- (1) Parking lot entrances, exits, and travel lanes must not be obstructed. —Interference with pedestrian traffic flow is prohibited.
- (2) Loudspeakers, musical instruments, and other sound-making or amplification devices of any nature are prohibited.
- (3) Activity causing a crowd to gather is prohibited if pedestrian or vehicular traffic is obstructed or impeded.
- (4) Activity conducted within 20 feet of an admission gate, ticket booth, entrance, or exit is prohibited.
- (5) Obstructing Zoo visitors' line of travel or detaining a Zoo visitor or employee against his or her will is prohibited.
- (6) Actual or threatened physical harm directed against a Zoo visitor or employee is prohibited.
- (7) The sale of food or items of any nature is prohibited.
- (k) Animals. —Except for assistance animals authorized by ORS ~~346~~659A.143-685, no animals shall be brought on the Premises by any member of the public. —Use of assistance animals at the Zoo shall be subject to reasonable guidelines established by the Zoo Director and approved by the Chief Operating Officer.
- (l) Photographs and Videography for News, Advertising, or Commercial Purposes. —No photographs, video or other images recorded in electronic form, —for advertising or any other commercial purpose may be taken on the Premises by any member of the public unless officially authorized by the Zoo Director.

- (m) Explosives. —No member of the public while on the Zoo Premises shall carry, discharge, or set off any fireworks or explosives of any nature.

(Ordinance 92-412A, Sec. 2. Ordinance 02-973, Sec. 1; Ordinance 10-1230, Sec. 1; Ordinance 13-1320, Sec. 1.)

4.01.070 Parking Regulations

The following rules shall govern all vehicles operated within the area of the Shuttle Parking Lot and Zoo Premises:

- (a) It shall be a violation of this Code for the driver of any motor vehicle or bus to violate any legend or direction contained in any sign, signal, or marking now installed or hereafter installed upon any portion of the Zoo Premises or Shuttle Parking Lot areas. Drivers of all vehicles shall drive in a careful and safe manner at all times, and shall comply with the signals and directions of the police or security officers and all posted traffic signs. Blocking of entrances, driveways, walks, loading platforms, fire lanes, or fire hydrants is prohibited. Parking without authority, or parking in unauthorized locations or in locations reserved for other persons or contrary to the directions of posted signs, is prohibited.

- (b) Security personnel designated by the Chief Operating Officer ~~toas~~ serve ~~ing~~ as a Zoo Shuttle-parking patrol shall have the authority and duty to issue parking citations in accordance with subsection (c) of this section for a violation specified by subsection (a) of this section. The Zoo Shuttle-parking patrol shall have no other policy authority or duty. Persons appointed as Zoo Shuttle-parking patrol shall be special police officers of Metro. As special police officers, the Zoo Shuttle-parking patrol personnel and the Zoo Shuttle-parking patrol supervisor shall have authority to issue citations for violations of parking or non-moving traffic violations occurring on Zoo property or property leased from or licensed to the Zoo by third parties for Zoo Shuttle Parking Lot purposes, and particularly they shall have authority to issue citations. To the extent of the power and authority granted in this section, such personnel and their supervisor shall exercise full police power and authority.

~~(c) Parking Citations. Parking citations shall be in a form approved by the Metro Attorney and shall be issued by the Zoo parking patrol:~~

~~(1) In the manner set forth in the Metro Code Section 2.14.030(c)(2) and (d), with recourse in Metro's contested case hearing procedures; or~~

~~(2) In the manner set forth in Metro Code Section 2.14.030(c) and cited into Multnomah County Circuit Court.~~

~~(1) Form of Citations. All parking citation forms used by the Zoo Shuttle patrol shall be in a form approved by the Metro Attorney and as issued by the Circuit Court for the State of Oregon for Multnomah County. Such parking citations shall, at a minimum, clearly state:~~

~~(A) The date, place, and nature of the charge;~~

~~(B) Time and place for the defendant's appearance in court;~~

~~(C) Name of the issuing officer;~~

~~(D) License number of the vehicle.~~

~~(2) Procedure for Issuing Citations. Any citation form issued pursuant to this Code section shall either be delivered to the defendant or placed in a conspicuous place upon the vehicle involved in the violation. A duplicate original of the notice shall serve as the complaint in the case when it is filed with the court. In all other aspects, the procedure now provided by law in such cases shall be followed, but ORS 810.365 does not apply. The officer need not have observed the act of parking, but need only observe that the car was parked in violation of Metro Code.~~

~~(3) Use of Parking Citation as Complaint. The original of the traffic citation form when completed to meet the minimum requirements of ORS 221.333 may serve as a complaint; other forms of parking complaints are prohibited.~~

~~(4) Citation Form Books Issued by circuit court. Citation form books for parking violations shall be provided by the circuit court and upon request distributed to the Zoo parking patrol officers who issue them.~~

~~(5) List of Parking Citations. A list of the parking citations issued by Zoo Shuttle patrol officers shall be forwarded to the circuit court within 24 hours.~~

~~(d) Person Responsible for Violation Charged by the Citation. The registered owner of the vehicle is prima facie responsible for the violation charged by the citation.~~

(Ordinance 92-412A, Sec. 2. Ordinance 02-973, Sec. 1; Ordinance 04-1059, Sec. 3; Ordinance 13-1320, Sec. 1.)
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4.01.080 Rules of Conduct for Members of Public in Zoo Shuttle Parking Lots

The following rules of conduct and regulations shall be applicable to all members of the public within the Zoo Property. In addition to penalties provided for herein or by applicable law adherence to these standards of conduct shall be a condition of admission to the Zoo Property.

~~(a) Advertising, Canvassing, Soliciting, and Disseminating of Written Materials for Political, Charitable, or Religious Purposes. -Commercial or non-commercial speech activity including advertising, canvassing, soliciting, or disseminating of written materials for commercial or non-commercial purposes including political, charitable, or religious purposes is permitted only in accord with code section 4.01.060(j) and not in the Shuttle Parking Lots~~

~~(b) Littering. -Littering, dumping, or any other disposal of rubbish, trash, or any solid waste on the Zoo Shuttle Parking Lots by any member of the public is prohibited.~~

—(c) State and Local Laws. —All members of the public within Zoo Shuttle Parking Lots shall comply with all provisions of the Oregon Criminal Code, the Oregon Traffic Code, the City of Portland Police and Traffic Codes, and other provisions of applicable law.

—(d) Alcohol. —Possession or consumption on the Zoo Shuttle Parking Lots by any member of the public of any alcoholic beverage of any nature whatsoever is prohibited.

(Ordinance 92-412A, Sec. 2. Ordinance 02-973, Sec. 1. Ordinance 13-1320, Sec. 1.)

4.01.090 Zoo Railroad

No member of the public shall:

—(a) Enter or exit the train except when the train is stopped.

—(b) Enter the train without authorization.

—(c) Throw or propel any object or material from or at the train.

—(d) Smoke on the train.

—(e) Destroy, damage, or deface the train, equipment, rolling stock, stations, tracks, or switches or attempt to do the same.

(Ordinance 92-412A, Sec. 2.)

4.01.100 Penalties

—(a) Each violation of these rules and regulations shall be punishable by a fine set by the schedule of civil penalties set forth in Section 2.03.060 ~~of not more than \$500.~~

—(b) In addition to prosecution under paragraph (a) above, any person violating these rules and regulations may be ejected from the Zoo. —The decision to eject shall be made by the Zoo Director or his/her designate, a security officer, or a peace officer.

(c) In addition to the measures prescribed in subsections (a) and (b) above, violation of these rules and regulations may be grounds for exclusion from the Zoo Premises and the Zoo Shuttle Parking Lots. In the event of a violation of these rules and regulations, or a violation of any of the laws of the State of Oregon, any police officer, Zoo security officer, Zoo Director or his/her designate, or any individual providing security services under contract with Metro may exclude for a period of not more than one (1) year, any person who violates any provision of these rules and regulations, or any of the laws of the State of Oregon.

(1) Written notice shall be given to any person excluded from the Zoo, or Zoo Shuttle Lots. In accordance with Section 2.05.005(c), ~~the~~ notice shall specify the ~~violation of~~ Zoo rules and regulations or state law violated and the nature of the violation ~~which is the basis for the exclusion,~~ inform the person excluded of their right to a request a hearing within 30 days of the date of mailing of the notice, notify them of their right to legal representation at the hearing, and shall specify the dates covered by the exclusion. The notice shall be signed by the issuing party. Warning of the consequences for failure to comply with the exclusion shall be prominently displayed on the notice.

~~(2) A person receiving~~ Hearings an on exclusion notices s shall be conducted ~~may appeal to the Metro Council~~ in accordance with the contested case procedures s in Chapter 2.05 of the Metro Code.

(3) At any time within the period of exclusion, a person receiving an exclusion notice may apply in writing to the Zoo Director for a temporary waiver from the exclusion. The Zoo Director may grant a temporary waiver of an exclusion upon a showing of good cause for said waiver.

(Ordinance ~~No.~~ 92-412A, Sec. 2. ~~Amended by~~ Ordinance ~~No.~~ 00-870, Sec. 1; Ordinance ~~No.~~ 02-973, Sec. 1; Ordinance 13-1320, Sec. 1.)

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 15-1358, FOR THE PURPOSE OF AMENDING METRO CODE SECTION 4.01, EFFECTIVE OCTOBER 21, 2015

Date: July 8, 2015

Prepared by: Caleb Ford (503) 220-5705

BACKGROUND

As part of the budget development process for Fiscal Year 2015-16, it was determined to appropriate resources for the operation of the Oregon Zoo in an enterprise fund. Based on increased transparency, improved budgetary forecasting, and easier public understanding, the zoo is now presented as a separate fund. Local budget law requires that all funds balance; resources in each fund must be equal to expenditures and other requirements in that fund.

The Oregon Zoo generates approximately two-thirds of its budget from enterprise activities. A major component of available resources comes from admissions revenue. The changes proposed in this ordinance provides additional flexibility to management to adjust pricing to meet business needs, while maintaining the transparency expected by the public and simplifying the process. In addition, Council has the authority to modify or affirm any proposed changes.

In a similar manner, this ordinance removes very specific requirements for a monthly discounted admissions day. The Oregon Zoo is committed to sustaining its role as a beloved community asset, and will report to Council on any changes to its accessibility programs with the goal of improving outcomes related to Diversity, Equity and Inclusion. No immediate operational change to the monthly discounted admission offering is proposed with this ordinance. Planning is underway to more effectively provide access to the region's critical communities.

The changes to Metro Code Chapter 4.01 are proposed in an effort to align with other chapters of code, improve clarity, and provide additional flexibility for management to meet Council goals.

ANALYSIS/INFORMATION

1. **Known Opposition:** None known.
2. **Legal Antecedents:** Metro Code Section 4.01.050(a) "Admission Fees and Policies" sets Oregon Zoo admissions fees and identifies policies on zoo admission, and requires the zoo to request an amendment to the Metro Code to change admissions fees or policies.
3. **Anticipated Effects:** No immediate changes to operations are anticipated. Any future changes based on increased authority delegated to the Chief Operating Officer will be reported to Council prior to implementation.
4. **Budget Impacts:** There are no anticipated budgetary impacts.

RECOMMENDED ACTION

The Chief Operating Officer recommends adoption of this Ordinance.

Agenda Item No. 5.1

Ordinance No. 15-1355, For the Purpose of Annexing to the
Metro District Boundary Approximately 27.9 Acres Located
North and South of NW Brugger Road in the North Bethany
Area of Washington County

Ordinances (Second Read)

Metro Council Meeting
Thursday, July 23, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ANNEXING TO THE) Ordinance No. 15-1355
METRO DISTRICT BOUNDARY APPROXI-)
MATELY 27.9 ACRES LOCATED NORTH AND) Introduced by Chief Operating Officer
SOUTH OF NW BRUGGER ROAD IN THE) Martha Bennett in concurrence with
NORTH BETHANY AREA OF WASHINGTON) Council President Tom Hughes
COUNTY)

WHEREAS, West Hills Development has submitted a complete application for annexation of 27.9 acres ("the territory") located north and south of NW Brugger Road in the North Bethany area to the Metro District; and

WHEREAS, the Metro Council added the North Bethany area to the UGB, including the territory, by Ordinance No. 02-987A on December 5, 2002; and

WHEREAS, Title 11 (Planning for New Urban Areas) of the Urban Growth Management Functional Plan requires annexation to the district prior to application of land use regulations intended to allow urbanization of the territory; and

WHEREAS, Metro has received consent to the annexation from the owners of the land in the territory; and

WHEREAS, the proposed annexation complies with Metro Code 3.09.070; and

WHEREAS, the Council held a public hearing on the proposed amendment on July 16, 2015; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Metro District Boundary Map is hereby amended, as indicated in Exhibit A, attached and incorporated into this ordinance.
2. The proposed annexation meets the criteria in section 3.09.070 of the Metro Code, as demonstrated in the Staff Report dated June 30, 2015, attached and incorporated into this ordinance.

ADOPTED by the Metro Council this _____ day of July 2015.

Tom Hughes, Council President

Attest:

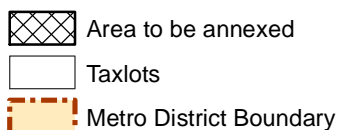
Approved as to form:

Alexandra Eldridge, Recording Secretary

Alison R. Kean, Metro Attorney



Proposal No. AN-0215 Metro District Boundary



0 500 1,000 Feet

The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 15-1355, FOR THE PURPOSE OF ANNEXING TO THE METRO DISTRICT BOUNDARY APPROXIMATELY 27.9 ACRES LOCATED NORTH AND SOUTH OF NW BRUGGER ROAD IN THE NORTH BETHANY AREA OF WASHINGTON COUNTY

Date: June 30, 2015

Prepared by: Tim O'Brien, Principal
Regional Planner, Ext. 1840

BACKGROUND

CASE: AN-0215, Annexation to Metro District Boundary

PETITIONER: West Hills Development
735 SW 158th Avenue
Beaverton, OR 97006

PROPOSAL: The petitioner requests annexation of four parcels to the Metro District boundary. The applicant is currently in the process of annexing the subject property to the necessary service districts in Washington County.

LOCATION: The parcels are located along NW Brugger Road in the North Bethany Area of Washington County and total 27.9 acres in size. A map of the area can be seen in Attachment 1.

ZONING: The property is zoned for residential use (R-6 NB, R-15 NB and R-24 NB) and institutional (INST NB) by Washington County.

The land was added to the UGB in 2002 and is part of the North Bethany Subarea Plan that was adopted by Washington County. The land must be annexed into the Metro District for urbanization to occur.

APPLICABLE REVIEW CRITERIA

The criteria for an expedited annexation to the Metro District Boundary are contained in Metro Code Section 3.09.070.

3.09.070 Changes to Metro's Boundary

(E) The following criteria shall apply in lieu of the criteria set forth in subsection (d) of section 3.09.050. The Metro Council's final decision on a boundary change shall include findings and conclusions to demonstrate that:

1. The affected territory lies within the UGB;

Staff Response:

The subject parcel was brought into the UGB in 2002 through the Metro Council's adoption of Ordinance No. 02-987A.

2. The territory is subject to measures that prevent urbanization until the territory is annexed to a city or to service districts that will provide necessary urban services; and

Staff Response:

The conditions of approval for Ordinance No. 02-987A include a requirement that Washington County apply interim protection measures for areas added to the UGB as outlined in Urban Growth Management Functional Plan Title 11: Planning for New Urban Areas. Title 11 requires that new urban areas be annexed into the Metro District Boundary prior to urbanization of the area. Washington County also requires the land to be annexed into the appropriate sanitary sewer, water, park and road service districts prior to urbanization occurring. The applicant is currently moving forward with the necessary annexation requirements with Washington County. These measures ensured that urbanization would occur only after annexation to the necessary service districts is completed.

3. *The proposed change is consistent with any applicable cooperative or urban service agreements adopted pursuant to ORS Chapter 195 and any concept plan.*

Staff Response:

The property proposed for annexation is part of Washington County's North Bethany County Service District, established by the County Board of Commissioners on June 7, 2011. The proposed annexation is consistent with that agreement and is required by Washington County as part of a land use application. The inclusion of the property within the Metro District is consistent with all applicable plans.

ANALYSIS/INFORMATION

Known Opposition: There is no known opposition to this application.

Legal Antecedents: Metro Code 3.09.070 allows for annexation to the Metro District boundary.

Anticipated Effects: This amendment will add approximately 27.9 acres to the Metro District. The land is currently within the UGB in unincorporated Washington County. Approval of this request will allow for the urbanization of the parcels to occur consistent with the North Bethany Subarea Plan.

Budget Impacts: The applicant was required to file an application fee to cover all costs of processing this annexation request, thus there is no budget impact.

RECOMMENDED ACTION

Staff recommends adoption of Ordinance No. 15-1355.

Agenda Item No. 5.2

Ordinance No. 15-1356, For the Purpose of Approving
Tonnage Cap Adjustments and Authorizing the Chief Operating
Officer to Issue Modified Franchises for Privately-Owned
Transfer Stations

Ordinances (Second Read)

Metro Council Meeting
Thursday, July 23, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)	ORDINANCE NO. 15-1356
THE CHIEF OPERATING OFFICER TO)	
ISSUE AMENDED FRANCHISES FOR)	Introduced by Chief Operating Officer
PRIVATELY OWNED TRANSFER)	Martha Bennett in concurrence with
STATIONS)	Council President Tom Hughes

WHEREAS, Metro Code Section 5.01.070(a)(2) stipulates that a Metro Solid Waste Facility Franchise shall be required for the person owning or controlling a facility that operates a transfer station; and

WHEREAS, Metro has issued Metro Solid Waste Facility Franchises to Pride Recycling, Troutdale Transfer Station, Willamette Resources, Inc., and Forest Grove Transfer Station, all of which expire on December 31, 2015; and

WHEREAS, Metro Code Section 5.01.073(k) stipulates that the term of a new or renewed franchise shall not be more than five years; and

WHEREAS, Metro is engaged in the Solid Waste Roadmap, which includes a project that will address the future role and configuration of solid waste facilities in the Metro region; and

WHEREAS, extension of the franchises for up to one year will maintain continuity in the transfer station system if the solid waste facility configuration project is not completed by 2015; and

WHEREAS, disposal of putrescible solid waste in the region has increased regionally beginning in 2014; and

WHEREAS, amendment of the franchises to grant a tonnage increase will benefit the solid waste system by promoting system efficiency and continuity; and

WHEREAS, the Metro Council finds that the proposed franchise amendments are in the public interest; and

WHEREAS, the Metro Council finds that the terms, conditions, and limitations contained in Exhibits A, B, C, and D to this Ordinance are appropriate; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The transfer station franchise amendments are approved subject to the terms, conditions, and limitations contained in Exhibits A, B, C, and D.
2. The Chief Operating Officer is authorized to issue modified franchises in a form substantially similar to the ones attached as Exhibits A, B, C, and D.

3. The Chief Operating Office is authorized to increase tonnage and extend the term of the franchises as set forth in the attached exhibits.

ADOPTED by the Metro Council this 23rd day of July 2015.

Tom Hughes, Council President

Attest:

Approved as to Form:

Alexandra Eldridge, Recording Secretary

Alison R. Kean, Metro Attorney

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**METRO**

SOLID WASTE FACILITY FRANCHISE

No. F-002-08D

FRANCHISEE:	FACILITY NAME AND LOCATION:
Pride Recycling Company PO Box 1150 Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
OPERATOR:	PROPERTY OWNER:
Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179	Mike and Cindy Lechner PO Box 1150 Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-002-08C. Metro grants this franchise to the Franchisee named above. The Franchisee is authorized to operate and maintain a solid waste facility and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this Franchise.

ISSUED BY METRO:**FRANCHISEE'S
ACKNOWLEDGEMENT OF RECEIPT:**

 Signature

 Paul Slyman,
 Property and Environmental Services Director

 Print name and title

 Date

 Signature of Franchisee

 Print name and title

 Date



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1.0	ISSUANCE	
1.1	Franchisee	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
1.2	Corporate affiliation	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
1.3	Contact	Mike Leichner, Tel. (503) 625-0725 Fax. (503) 625-6179 e-mail: mike@pridedisposal.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-002-08D.
1.5	Term	<ol style="list-style-type: none">1. The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked as provided in this franchise.2. At any time during the term of this franchise, Metro's Chief Operating Officer (the "COO") may extend the term of the franchise up to an additional 12 months to terminate no later than December 31, 2016.
1.6	Renewal	The Franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.7	Facility name and mailing address	Pride Recycling Company PO Box 1150 Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
1.8	Operator	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179



1.9	Facility premises description	Tax Lot Identification No. 2S128C000101 and No. 2S128C000105, City of Sherwood, Washington County, State of Oregon
1.10	Property owner	Mike and Cindy Lechner PO Box 1150 Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
1.11	Permission to operate	Franchisee warrants that it has obtained the property owner's consent to operate the facility as specified in this franchise.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment and modification	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
2.5	No recourse	The Franchisee shall have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The Franchisee shall indemnify Metro, the Council, the COO, and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the Franchisee's performance of or failure to perform any of its obligations under the Franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.



2.7	Binding nature	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.
2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise shall not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the Franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the Franchisee is authorized to accept at the facility and the waste-related activities the Franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The Franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The Franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.



3.3	General conditions on activities	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2 of this franchise. The Franchisee also is authorized to accept putrescible waste for material recovery.2. The Franchisee shall receive, manage, store, reload, and transfer all putrescible waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.3. The Franchisee is authorized to accept putrescible waste generated inside the Metro region only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste.
3.5	Acceptance and management of mixed non-putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept mixed non-putrescible solid waste for material recovery.2. The Franchisee shall receive, sort, store, reload, and transfer all mixed non-putrescible solid waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.3. The Franchisee is authorized to accept mixed non-putrescible waste from all customers including public self-haul.
3.6	Material recovery required	<ol style="list-style-type: none">1. The Franchisee shall perform material recovery on mixed non-putrescible wastes. The Franchisee shall ensure that the facility is designed and operated to assure materials are recovered in a timely manner and to protect the quality of non-putrescible waste that has not yet undergone material recovery. The Franchisee must perform recovery at no less than the minimum level stipulated in Metro Code Chapter 5.01.2. The Franchisee shall take quarterly samples of processing residual that are statistically valid and representative of the facility's residual. Each sample required by this section shall weigh at least 300 pounds.



3.7	Management of processing residual from material recovery	The Franchisee shall store, reload, and transfer all non-putrescible waste processing residual on an impervious surface and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.
3.8	Acceptance of source-separated recyclable materials	<ol style="list-style-type: none">1. The Franchisee shall provide a place for collecting source-separated recyclable materials on the facility premises.2. The Franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.
3.9	Acceptance of yard debris	The Franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.10	Acceptance of source-separated food waste	The Franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.
3.11	Acceptance of untreated wood	The Franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The Franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.12	Acceptance of painted and treated wood	The Franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate painted or treated wood into mulch, animal bedding, compost feedstock, or any other product unless otherwise described in an operating plan and approved in writing by the COO.



3.13	Acceptance of electronics devices	The Franchisee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer, and other similar functions related to preparing these materials for reuse, recycling, or disposal as required by the Oregon Department of Environmental Quality (DEQ).
3.14	Acceptance of inert material	The Franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes.

4.0	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	Tonnage authorization	<ol style="list-style-type: none">1. The Franchisee is authorized to accept up to 73,500 tons of putrescible waste generated inside the Metro region within each calendar year.2. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 73,500 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.
4.3	Tonnage authorization growth allowance	Effective January 1, 2016, the COO may amend Section 4.2 of this franchise to increase the calendar year tonnage authorization by up to an additional five percent if the COO determines that there is a sufficient public benefit and available tonnage forecasted to granting such an increase.
4.4	Prohibited waste	The Franchisee shall not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The Franchisee shall not knowingly accept or retain any material amounts of the following types of waste: materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; or any waste prohibited by the DEQ.
4.5	Prohibition on mixing	<ol style="list-style-type: none">1. The Franchisee shall not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for



		<p>disposal.</p> <p>2. The Franchisee shall not mix or commingle putrescible solid waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.</p> <p>3. The Franchisee shall not mix or commingle non-putrescible solid waste with putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.</p>
4.6	Prohibition of size reduction on non-putrescible waste	The Franchisee shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described and approved by the COO in an operating plan.
4.7	No disposal of recyclable materials	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	Composting prohibited	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	Limits not exclusive	This franchise shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

5.0	OPERATING CONDITIONS	
5.1	Purpose and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The Franchisee shall operate in a manner that meets the following general performance goals:</p> <p>a) Environment. The Franchisee shall design and operate the facility to preclude the creation of undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.</p> <p>b) Health and safety. The Franchisee shall design and</p>



		<p>operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris.</p> <p>c) Nuisances. The Franchisee shall design and operate the facility to preclude the creation of nuisance conditions including, but not limited to, litter, dust, odors, and noise.</p>
5.2	Qualified operator	<ol style="list-style-type: none">1. The Franchisee shall, during all hours of operation, provide an operating staff employed by the facility and qualified and competent to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan.3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
5.3	Fire prevention	<p>The Franchisee shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from processing and storage areas.</p>
5.4	Adequate vehicle accommodation	<p>The Franchisee shall:</p> <ol style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.c) Post signs to inform customers not to queue on public roadways.d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarpping of loads.



5.5	Managing prohibited wastes	<ol style="list-style-type: none">1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.2. The Franchisee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the franchise. This program must include at a minimum:<ol style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas shall be covered and enclosed to prevent leaking and contamination.c) Record maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in the operating record and be available for review by Metro.3. Upon discovery, the Franchisee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan. All such wastes the Franchisee unknowingly receives shall be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.
5.6	Storage and exterior stockpiles	<p>The Franchisee shall:</p> <ol style="list-style-type: none">a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;b) Maintain storage areas in an orderly manner and keep the areas free of litter;c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; andd) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).
5.7	Dust, airborne debris and litter	<p>The Franchisee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries. The Franchisee shall:</p>



		<ul style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; andf) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.
5.8	Odor	<ul style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.2. The Franchisee shall establish and follow procedures in the operating plan for minimizing odor at the facility.
5.9	Vectors (e.g. birds, rodents, insects)	<ul style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.2. If vectors are present or detected at the facility, the Franchisee shall implement vector control measures.
5.10	Noise	The Franchisee shall operate the facility in a manner that prevents the creation of noise sufficient to cause adverse off-



		site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.
5.11	Water contaminated by solid waste and solid waste leachate	<p>The Franchisee shall operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall:</p> <ul style="list-style-type: none">a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andb) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ul style="list-style-type: none">1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.2. The Franchisee shall maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The Franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information:</p> <ul style="list-style-type: none">a) Name of the facility;b) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number (503) 234-3000;g) A list of authorized and prohibited wastes;h) Vehicle / traffic flow information or diagram;i) Covered load requirements; andj) Directions not to queue on public roadways.
5.14	Nuisance complaints	<ul style="list-style-type: none">1. The Franchisee shall respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and shall keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.



		<p>2. If the facility receives a complaint, the Franchisee shall:</p> <ul style="list-style-type: none">a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); andb) Log all such complaints as provided by the operating plan. Each log entry shall be retained for one year and shall be available for inspection by Metro.
5.15	Access to franchise document	The Franchisee shall maintain a copy of this franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.

6.0	OPERATING PLAN	
6.1	Purpose	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The Franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The Franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.
6.3	Plan maintenance	The Franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Franchisee must submit amendments and revisions of the operating plan to the COO for written approval prior to implementation.
6.4	Access to operating plan	The Franchisee shall maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	<p>The operating plan shall establish:</p> <ul style="list-style-type: none">a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;b) Procedures for identifying incoming and outgoing loads for waste classifications;c) A set of objective criteria for accepting and rejecting loads; and



		d) An asbestos testing protocol for all materials that appear to contain friable asbestos.
6.6	Procedures for processing and storage of loads	<p>The operating plan shall establish procedures for:</p> <ul style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes;c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	<p>The operating plan shall establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan shall establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.</p>
6.8	Procedures for odor prevention	<p>The operating plan shall establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; andb) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	<p>The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.



6.10	Procedures for emergencies	The operating plan shall establish procedures to be followed in case of fire or other emergency.
6.11	Procedures for nuisance complaints	<ol style="list-style-type: none">1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record:<ol style="list-style-type: none">a) The nature of the complaint;b) The date the complaint was received;c) The name, address and telephone number of the person or persons making the complaint; andd) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).2. The Franchisee shall make records of such information available to Metro upon request. The Franchisee shall retain each complaint record for a period of not less than one year.
6.12	Closure protocol	The Franchisee shall establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.072(c)(3).
6.13	Financial assurance	The Franchisee shall maintain financial assurance in the amount of \$25,000 for the cost of the facility's closure and maintain such financial assurance in a form approved by Metro for the term of this franchise.

7.0	FEES AND RATE SETTING	
7.1	Purpose	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
7.2	Annual fee	The Franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates not regulated	The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.
7.4	Metro fee and tax imposed on disposal	The Franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.



7.5	Metro community enhancement fee imposed on waste received	Effective July 1, 2015, the Franchisee shall collect and remit to Metro a community enhancement fee, as provided in Metro Code Chapter 5.06, in an amount equal to \$1.00 per ton for all putrescible waste including food waste and residential yard debris mixed with food waste. The Franchisee shall remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.4.
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8.0	RECORD KEEPING AND REPORTING	
8.1	Purpose	This section of the franchise describes record keeping and reporting requirements. The Franchisee shall effectively monitor facility operation and maintain accurate records of the information described in this section.
8.2	Reporting requirements	<ol style="list-style-type: none">1. For all solid waste and materials the Franchisee is authorized to receive under Section 3.0 of this franchise, the Franchisee shall keep and maintain accurate records of the amount of such materials the Franchisee receives, recovers, recycles, reloads, and disposes.2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:<ol style="list-style-type: none">a) Ticket Number (should be the same as the ticket number on the weight slips);b) Customer account numbers identifying incoming customers and outgoing destinations;c) Description whether the load was incoming to the facility or outgoing from the facility;d) Material Category: Code designating the following types of material (more detail, such as differentiating yard debris, is acceptable): (1) incoming source-separated recyclable materials by type; (2) incoming non-putrescible waste; (3) incoming putrescible waste (4) outgoing recyclable materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;e) Origin: Code designating the following origin of material: (1) from inside Metro boundaries; (2) from within Multnomah, Clackamas and Washington Counties but outside Metro boundaries; and (3) from another location outside Metro boundaries:<ol style="list-style-type: none">i. Any load containing any amount of waste from within the Metro region shall be reported as if the entire load was generated from inside the Metro region.



		<p>ii. If the Franchisee elects to report all loads delivered to the facility as being generated from inside the Metro region, then the Franchisee is not required to designate the origin of loads as described above in Subsections (e)(2) and (e)(3).</p> <p>f) Date the load was received at, transferred within, or transmitted from the facility;</p> <p>g) Time the load was received at, transferred within, or transmitted from the facility;</p> <p>h) Indicate whether Franchisee accepted or rejected the load;</p> <p>i) Net weight of the load; and</p> <p>j) The fee charged to the generator of the load.</p>
8.3	Record transmittals	Franchisee shall transmit to Metro records required under Section 8.0 and the corresponding summary report derived from such records no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Material recovery reporting	The Franchisee shall provide the results of its quarterly sampling of processing residual, as provided in Section 3.6 of this franchise, to Metro as a component of its monthly report no later than fifteen days following the end of the each quarter in a format prescribed by Metro.
8.5	Account number listing	Within five business days of Metro's request, Franchisee shall provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.6	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the Franchisee shall record each inbound and outbound transaction electronically based on actual and accurate scale weights using the Franchisee's on-site scales.
8.7	DEQ submittals	The Franchisee shall provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.8	Copies of enforcement actions provided to Metro	The Franchisee shall ensure Metro receives copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the Franchisee by any federal, state, or local government other than Metro, and related to the operation of the facility.



8.9	Unusual occurrences	<ol style="list-style-type: none">1. The Franchisee shall keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. If a breakdown of the Franchisee's equipment occurs that will substantially impact the ability of the facility to remain in compliance, or create off-site impacts, the Franchisee shall notify Metro within 24 hours.3. The Franchisee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.
8.10	Changes in ownership	<ol style="list-style-type: none">1. Any change in control of Franchisee or the transfer of a controlling interest of Franchisee shall require prior written notice to Metro. "Transfer of a controlling interest of Franchisee" includes without limitation the transfer of 10% or more of the ownership of Franchisee to or from a single entity. Metro may modify this franchise under Section 11.3 to require the new ownership of Franchisee to assume all the rights and obligations of this franchise.2. The Franchisee may not lease, assign, mortgage, sell, or otherwise transfer control of the franchise unless the Franchisee follows the requirements of Metro Code Section 5.01.076.

9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	This section describes the types of insurance that the Franchisee shall purchase and maintain at the Franchisee's expense, covering the Franchisee, its employees, and agents. The Franchisee shall provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0 of this franchise.
9.2	General liability	The Franchisee shall carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.



9.3	Automobile	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
9.4	Coverage	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
9.5	Additional insureds	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.
9.6	Worker's Compensation Insurance	The Franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If the Franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against Franchisee.
10.3	No enforcement limitations	This franchise shall not be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the Franchisee's operation of the facility.



10.4	Penalties	Each violation of a franchise condition shall be punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.
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11.0	AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the Franchisee may propose amendments to this franchise. If either the COO or the Franchisee proposes amendments to this franchise, both parties shall make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise shall remain in effect unless the Metro Council:</p> <ul style="list-style-type: none">a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this Franchisee is a member; andb) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the Franchisee provides evidence that the amendment will result in significant capital cost to the Franchisee, the Metro Council will include capital cost and the ability of the Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
11.3	Modification, suspension or revocation by Metro for cause	<p>In addition to the modifications authorized by Sections 1.5 and 4.3 of this franchise, the COO may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;c) Failure to disclose fully all relevant facts;d) A significant release into the environment from the facility;



		<ul style="list-style-type: none">e) Significant change in the character of solid waste received or in the operation of the facility;f) Any change in ownership or control;g) A request from the local government stemming from impacts resulting from facility operations; andh) Compliance history of the Franchisee.
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12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	The Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise.
12.2	Deliver waste to appropriate destinations	The Franchisee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.
12.3	Right of inspection and audit	<ol style="list-style-type: none">1. Authorized representatives of Metro may take photographs, collect samples of materials, and perform such inspection or audit as the COO deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 12.5 of this franchise, Metro's right to inspect shall include the right to review all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of Franchisee that are directly related to



		<p>the operation of the facility.</p> <p>2. The Franchisee shall permit access to the facility premises to authorized representatives of Metro, including personnel on contract to Metro, at all reasonable times during business hours with or without notice to determine whether the Franchisee meets the minimum level of recovery as provided in Section 3.6 of this franchise. The Franchisee shall provide:</p> <ul style="list-style-type: none">a) Access to all areas where it generates, manages, stores, and reloads processing residual, including without limitation to transfer vehicles;b) Access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; andc) A safe, covered location away from working areas and vehicle traffic where authorized representatives of Metro may conduct an analysis of the Franchisee's processing residual.
12.4	Confidential information	<p>The Franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the Franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The Franchisee shall prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five (5) days of Metro's receipt of a request for disclosure of information identified by Franchisee as confidential, Metro shall provide Franchisee written notice of the request. The Franchisee shall have three (3) days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The Franchisee shall pay any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 shall not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, such representatives agree to</p>



		continue to treat such information as confidential and make good faith efforts not to disclose such information
12.5	Compliance by agents	The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.

**METRO**

SOLID WASTE FACILITY FRANCHISE

No. F-001-08E

FRANCHISEE:	FACILITY NAME AND LOCATION:
Waste Management of Oregon, Inc. 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 640-9427 Fax. (503) 648-3942	Troutdale Transfer Station 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 667-5264 Fax. (503) 667-6237
OPERATOR:	PROPERTY OWNER:
Waste Management of Oregon, Inc. 3205 SE Minter Bridge Road Hillsboro, Oregon 97123 Tel. (503) 640-9427 Fax. (503) 648-3942	TDK Corp. 333 NE 3rd Gresham, Oregon 97030 Tel. (503) 665-3860

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-001-08D. Metro grants this franchise to the Franchisee named above. The Franchisee is authorized to operate and maintain a solid waste facility and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this Franchise.

ISSUED BY METRO:
**FRANCHISEE'S
ACKNOWLEDGEMENT OF RECEIPT:**

 Signature

 Paul Slyman,
 Property and Environmental Services Director

 Print name and title

 Date

 Signature of Franchisee

 Print name and title

 Date



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1.0	ISSUANCE	
1.1	Franchisee	Waste Management of Oregon, Inc. 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 640-9427 Fax. (503) 648-3942
1.2	Corporate affiliation	Waste Management, Inc. 1001 Fannin, Suite 4000 Houston, Texas 77002
1.3	Contact	William Carr Phone: (541) 454-3307 e-mail: wcarr@wm.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-001-08E.
1.5	Term	<ol style="list-style-type: none">1. The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked as provided in this franchise.2. At any time during the term of this franchise, Metro's Chief Operating Officer (the "COO") may extend the term of the franchise up to an additional 12 months to terminate no later than December 31, 2016.
1.6	Renewal	The Franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.7	Facility name and mailing address	Troutdale Transfer Station 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 667-5264 Fax. (503) 667-6237
1.8	Operator	Waste Management of Oregon, Inc. 3205 SE Minter Bridge Road Hillsboro, Oregon 97123 Tel. (503) 640-9427 Fax. (503) 648-3942
1.9	Facility premises description	Tax Lot Identification No. 1N3E27A -00103, City of Troutdale, Multnomah County, State of Oregon



1.10	Property owner	TDK Corp. 333 NE 3rd Gresham, Oregon 97030 Tel. (503) 665-3860
1.11	Permission to operate	Franchisee warrants that it has obtained the property owner's consent to operate the facility as specified in this franchise.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment and modification	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
2.5	No recourse	The Franchisee shall have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The Franchisee shall indemnify Metro, the COO, and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the Franchisee's performance of or failure to perform any of its obligations under the Franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
2.7	Binding nature	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.
2.8	Waivers	To be effective, a waiver of any terms or conditions of this



		franchise must conform with Section 11.0 and be in writing and signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise shall not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the Franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the Franchisee is authorized to accept at the facility and the waste-related activities the Franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The Franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The Franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.



3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2 of this franchise. The Franchisee also is authorized to accept putrescible waste for material recovery.2. The Franchisee shall receive, manage, store, reload, and transfer all putrescible waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.3. The Franchisee is authorized to accept putrescible waste generated inside the Metro region only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste.
3.5	Acceptance and management of mixed non-putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept mixed non-putrescible solid waste for material recovery.2. The Franchisee shall receive, sort, store, reload, and transfer all mixed non-putrescible solid waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.3. The Franchisee is authorized to accept mixed non-putrescible waste from all customers including public self-haul.
3.6	Material recovery required	<ol style="list-style-type: none">1. The Franchisee shall perform material recovery on mixed non-putrescible wastes at no less than the minimum level stipulated in Metro Code Chapter 5.01 or shall reload and transfer such waste to a facility authorized by Metro to perform material recovery.2. The Franchisee shall ensure that the facility is designed and operated so that materials are recovered in a timely manner and that the reloading and transfer of non-putrescible waste to a Metro-authorized material recovery facility is conducted rapidly and efficiently while protecting the quality of non-putrescible waste that has not yet undergone material recovery.3. The Franchisee shall take quarterly samples of processing residual, when generated at the facility, that are statistically valid and representative of the facility's



		residual. Each sample required by this section shall weigh at least 300 pounds.
3.7	Management of processing residual from material recovery	The Franchisee shall store, reload, and transfer all non-putrescible waste processing residual on an impervious surface and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.
3.8	Acceptance of source-separated recyclable materials	<ol style="list-style-type: none">1. The Franchisee shall provide a place for collecting source-separated recyclable materials on the facility premises.2. The Franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.
3.9	Acceptance of yard debris	The Franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.10	Acceptance of source-separated food waste	The Franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.
3.11	Acceptance of untreated wood	The Franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The Franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.12	Acceptance of painted and treated wood	The Franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful



		as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate painted or treated wood into mulch, animal bedding, compost feedstock, or any other product unless otherwise described in an operating plan and approved in writing by the COO.
3.13	Acceptance of electronics devices	The Franchisee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer, and other similar functions related to preparing these materials for reuse, recycling, or disposal as required by the Oregon Department of Environmental Quality (DEQ).
3.14	Acceptance of inert material	The Franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes.

4.0	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	Tonnage authorization	<ol style="list-style-type: none">1. The Franchisee is authorized to accept up to 73,500 tons of putrescible waste generated inside the Metro region within each calendar year.2. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 73,500 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.
4.3	Tonnage authorization growth allowance	Effective January 1, 2016, the COO may amend Section 4.2 of this franchise to increase the calendar year tonnage authorization by up to an additional five percent if the COO determines that there is a sufficient public benefit and available tonnage forecasted to granting such an increase.
4.4	Prohibited waste	The Franchisee shall not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The Franchisee shall not knowingly accept or retain any material amounts of the following types of waste: materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste;



		radioactive waste; hazardous waste; or any waste prohibited by the DEQ.
4.5	Prohibition on mixing	<ol style="list-style-type: none">1. The Franchisee shall not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal.2. The Franchisee shall not mix or commingle putrescible solid waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.3. The Franchisee shall not mix or commingle non-putrescible solid waste with putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.
4.6	Prohibition of size reduction on non-putrescible waste	The Franchisee shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described and approved by the COO in an operating plan.
4.7	No disposal of recyclable materials	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	Composting prohibited	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	Limits not exclusive	This franchise shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

5.0	OPERATING CONDITIONS	
5.1	Purpose and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The Franchisee shall operate in a manner that meets the following general performance goals:</p> <ol style="list-style-type: none">a) Environment. The Franchisee shall design and operate the facility to preclude the creation of undue



		<p>threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.</p> <p>b) Health and safety. The Franchisee shall design and operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris.</p> <p>c) Nuisances. The Franchisee shall design and operate the facility to preclude the creation of nuisance conditions including, but not limited to, litter, dust, odors, and noise.</p>
5.2	Qualified operator	<p>1. The Franchisee shall, during all hours of operation, provide an operating staff employed by the facility and qualified and competent to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01.</p> <p>2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan.</p> <p>3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.</p>
5.3	Fire prevention	<p>The Franchisee shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from processing and storage areas.</p>
5.4	Adequate vehicle accommodation	<p>The Franchisee shall:</p> <p>a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.</p> <p>b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.</p>



		<ul style="list-style-type: none">c) Post signs to inform customers not to queue on public roadways.d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.
5.5	Managing prohibited wastes	<ul style="list-style-type: none">1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.2. The Franchisee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the franchise. This program must include at a minimum:<ul style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas shall be covered and enclosed to prevent leaking and contamination.c) Record maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in the operating record and be available for review by Metro.3. Upon discovery, the Franchisee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan. All such wastes the Franchisee unknowingly receives shall be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.
5.6	Storage and exterior stockpiles	<p>The Franchisee shall:</p> <ul style="list-style-type: none">a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;b) Maintain storage areas in an orderly manner and keep the areas free of litter;c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan;



		<p>and</p> <p>d) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).</p>
5.7	Dust, airborne debris and litter	<p>The Franchisee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries. The Franchisee shall:</p> <ul style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; andf) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.
5.8	Odor	<ol style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.2. The Franchisee shall establish and follow procedures in



		the operating plan for minimizing odor at the facility.
5.9	Vectors (e.g. birds, rodents, insects)	<ol style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.2. If vectors are present or detected at the facility, the Franchisee shall implement vector control measures.
5.10	Noise	The Franchisee shall operate the facility in a manner that prevents the creation of noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.
5.11	Water contaminated by solid waste and solid waste leachate	<p>The Franchisee shall operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall:</p> <ol style="list-style-type: none">a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andb) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ol style="list-style-type: none">1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.2. The Franchisee shall maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The Franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information:</p> <ol style="list-style-type: none">a) Name of the facility;b) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number (503) 234-3000;



		<ul style="list-style-type: none">g) A list of authorized and prohibited wastes;h) Vehicle / traffic flow information or diagram;i) Covered load requirements; andj) Directions not to queue on public roadways.
5.14	Nuisance complaints	<ul style="list-style-type: none">1. The Franchisee shall respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and shall keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.2. If the facility receives a complaint, the Franchisee shall:<ul style="list-style-type: none">a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); andb) Log all such complaints as provided by the operating plan. Each log entry shall be retained for one year and shall be available for inspection by Metro.
5.15	Access to franchise document	The Franchisee shall maintain a copy of this franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.

6.0	OPERATING PLAN	
6.1	Purpose	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The Franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The Franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.
6.3	Plan maintenance	The Franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Franchisee must submit amendments and revisions of the operating plan to



		the COO for written approval prior to implementation.
6.4	Access to operating plan	The Franchisee shall maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	The operating plan shall establish: <ul style="list-style-type: none">a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;b) Procedures for identifying incoming and outgoing loads for waste classifications;c) A set of objective criteria for accepting and rejecting loads; andd) An asbestos testing protocol for all materials that appear to contain friable asbestos.
6.6	Procedures for processing and storage of loads	The operating plan shall establish procedures for: <ul style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes;c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	The operating plan shall establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan shall establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
6.8	Procedures for odor prevention	The operating plan shall establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include: <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; andb) Procedures for receiving and recording odor



		complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	<p>The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	Procedures for emergencies	<p>The operating plan shall establish procedures to be followed in case of fire or other emergency.</p>
6.11	Procedures for nuisance complaints	<ul style="list-style-type: none">1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record:<ul style="list-style-type: none">a) The nature of the complaint;b) The date the complaint was received;c) The name, address and telephone number of the person or persons making the complaint; andd) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).2. The Franchisee shall make records of such information available to Metro upon request. The Franchisee shall retain each complaint record for a period of not less than one year.
6.12	Closure protocol	<p>The Franchisee shall establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.072(c)(3).</p>
6.13	Financial assurance	<p>The Franchisee shall maintain financial assurance in the amount of \$25,000 for the cost of the facility's closure and maintain such financial assurance in a form approved by Metro for the term of this franchise.</p>



7.0 FEES AND RATE SETTING		
7.1	Purpose	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
7.2	Annual fee	The Franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates not regulated	The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.
7.4	Metro fee and tax imposed on disposal	The Franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.
7.5	Metro community enhancement fee imposed on waste received	Effective July 1, 2015, the Franchisee shall collect and remit to Metro a community enhancement fee, as provided in Metro Code Chapter 5.06, in an amount equal to \$1.00 per ton for all putrescible waste including food waste and residential yard debris mixed with food waste. The Franchisee shall remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.4.

8.0 RECORD KEEPING AND REPORTING		
8.1	Purpose	This section of the franchise describes record keeping and reporting requirements. The Franchisee shall effectively monitor facility operation and maintain accurate records of the information described in this section.
8.2	Reporting requirements	<ol style="list-style-type: none">1. For all solid waste and materials the Franchisee is authorized to receive under Section 3.0 of this franchise, the Franchisee shall keep and maintain accurate records of the amount of such materials the Franchisee receives, recovers, recycles, reloads, and disposes.2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:<ol style="list-style-type: none">a) Ticket Number (should be the same as the ticket number on the weight slips);b) Customer account numbers identifying incoming customers and outgoing destinations;c) Description whether the load was incoming to the



		<p>facility or outgoing from the facility;</p> <p>d) Material Category: Code designating the following types of material (more detail, such as differentiating yard debris, is acceptable): (1) incoming source-separated recyclable materials by type; (2) incoming non-putrescible waste; (3) incoming putrescible waste (4) outgoing recyclable materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;</p> <p>e) Origin: Code designating the following origin of material: (1) from inside Metro boundaries; (2) from within Multnomah, Clackamas and Washington Counties but outside Metro boundaries; and (3) from another location outside Metro boundaries:</p> <p>i. Any load containing any amount of waste from within the Metro region shall be reported as if the entire load was generated from inside the Metro region.</p> <p>ii. If the Franchisee elects to report all loads delivered to the facility as being generated from inside the Metro region, then the Franchisee is not required to designate the origin of loads as described above in Subsections (e)(2) and (e)(3).</p> <p>f) Date the load was received at, transferred within, or transmitted from the facility;</p> <p>g) Time the load was received at, transferred within, or transmitted from the facility;</p> <p>h) Indicate whether Franchisee accepted or rejected the load;</p> <p>i) Net weight of the load; and</p> <p>j) The fee charged to the generator of the load.</p>
8.3	Record transmittals	Franchisee shall transmit to Metro records required under Section 8.0 and the corresponding summary report derived from such records no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Material recovery reporting	The Franchisee shall provide the results of its quarterly sampling of processing residual, as provided in Section 3.6 of this franchise, to Metro as a component of its monthly report no later than fifteen days following the end of the each quarter in a format prescribed by Metro.
8.5	Account number listing	Within five business days of Metro's request, Franchisee shall provide Metro with a listing that cross-references the



		account numbers used in the transaction database with the company's name and address.
8.6	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the Franchisee shall record each inbound and outbound transaction electronically based on actual and accurate scale weights using the Franchisee's on-site scales.
8.7	DEQ submittals	The Franchisee shall provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.8	Copies of enforcement actions provided to Metro	The Franchisee shall ensure Metro receives copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the Franchisee by any federal, state, or local government other than Metro, and related to the operation of the facility.
8.9	Unusual occurrences	<ol style="list-style-type: none">1. The Franchisee shall keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. If a breakdown of the Franchisee's equipment occurs that will substantially impact the ability of the facility to remain in compliance, or create off-site impacts, the Franchisee shall notify Metro within 24 hours.3. The Franchisee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.
8.10	Changes in ownership	<ol style="list-style-type: none">1. Any change in control of Franchisee or the transfer of a controlling interest of Franchisee shall require prior written notice to Metro. "Transfer of a controlling interest of Franchisee" includes without limitation the transfer of 10% or more of the ownership of Franchisee to or from a single entity. Metro may modify this franchise under Section 11.3 to require the new ownership of Franchisee to assume all the rights and obligations of this franchise.2. The Franchisee may not lease, assign, mortgage, sell, or otherwise transfer control of the franchise unless the Franchisee follows the requirements of Metro Code



Section 5.01.076.

9.0 INSURANCE REQUIREMENTS		
9.1	Purpose	This section describes the types of insurance that the Franchisee shall purchase and maintain at the Franchisee's expense, covering the Franchisee, its employees, and agents. The Franchisee shall provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0 of this franchise.
9.2	General liability	The Franchisee shall carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.
9.3	Automobile	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
9.4	Coverage	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
9.5	Additional insureds	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.
9.6	Worker's Compensation Insurance	The Franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If the Franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.



10.0	ENFORCEMENT	
10.1	Generally	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against Franchisee.
10.3	No enforcement limitations	This franchise shall not be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the Franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition shall be punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

11.0	AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the Franchisee may propose amendments to this franchise. If either the COO or the Franchisee proposes amendments to this franchise, both parties shall make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	Except as provided in Section 11.3, the provisions of this franchise shall remain in effect unless the Metro Council: <ul style="list-style-type: none">a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this Franchisee is a member; andb) Adopts an ordinance amending this franchise to



		<p>implement the policy, code or process specified by said ordinance.</p> <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the Franchisee provides evidence that the amendment will result in significant capital cost to the Franchisee, the Metro Council will include capital cost and the ability of the Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
11.3	Modification, suspension or revocation by Metro for cause	<p>In addition to the modifications authorized by Sections 1.5 and 4.3 of this franchise, the COO may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;c) Failure to disclose fully all relevant facts;d) A significant release into the environment from the facility;e) Significant change in the character of solid waste received or in the operation of the facility;f) Any change in ownership or control;g) A request from the local government stemming from impacts resulting from facility operations; andh) Compliance history of the Franchisee.

12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	<p>The Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of</p>



		this franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise.
12.2	Deliver waste to appropriate destinations	The Franchisee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.
12.3	Right of inspection and audit	<ol style="list-style-type: none">1. Authorized representatives of Metro may take photographs, collect samples of materials, and perform such inspection or audit as the COO deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 12.5 of this franchise, Metro's right to inspect shall include the right to review all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of Franchisee that are directly related to the operation of the facility.2. The Franchisee shall permit access to the facility premises to authorized representatives of Metro, including personnel on contract to Metro, at all reasonable times during business hours with or without notice to determine whether the Franchisee meets the minimum level of recovery as provided in Section 3.6 of this franchise. The Franchisee shall provide:<ol style="list-style-type: none">a) Access to all areas where it generates, manages, stores, and reloads processing residual, including without limitation to transfer vehicles;b) Access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; andc) A safe, covered location away from working areas and vehicle traffic where authorized representatives of Metro may conduct an analysis of the Franchisee's processing residual.



12.4	Confidential information	<p>The Franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the Franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The Franchisee shall prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five (5) days of Metro's receipt of a request for disclosure of information identified by Franchisee as confidential, Metro shall provide Franchisee written notice of the request. The Franchisee shall have three (3) days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The Franchisee shall pay any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 shall not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, such representatives agree to continue to treat such information as confidential and make good faith efforts not to disclose such information</p>
12.5	Compliance by agents	<p>The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.</p>

**METRO**

SOLID WASTE FACILITY FRANCHISE

No. F-005-08E

FRANCHISEE:	FACILITY NAME AND LOCATION:
Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
OPERATOR:	PROPERTY OWNER:
Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-005-08D. Metro grants this franchise to the Franchisee named above. The Franchisee is authorized to operate and maintain a solid waste facility and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this Franchise.

ISSUED BY METRO:**FRANCHISEE'S
ACKNOWLEDGEMENT OF RECEIPT:**

 Signature

 Paul Slyman,
 Property and Environmental Services Director

 Print name and title

 Date

 Signature of Franchisee

 Print name and title

 Date



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1.0	ISSUANCE	
1.1	Franchisee	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
1.2	Corporate affiliation	Republic Services, Inc. 18500 North Allied Way Phoenix, AZ 85054
1.3	Contact	Jason Jordan, General Manager Phone: (503) 570-0626 ^[j1] e-mail: jjordan@republicservices.com ^[j2]
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-005-08E.
1.5	Term	<ol style="list-style-type: none">1. The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked as provided in this franchise.2. At any time during the term of this franchise, Metro's Chief Operating Officer (the "COO") may extend the term of the franchise up to an additional 12 months to terminate no later than December 31, 2016.
1.6	Renewal	The Franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.7	Facility name and mailing address	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
1.8	Operator	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
1.9	Facility premises description	Tax Lot Identification No. 3S102C001400 and No. 3S102C001500, City of Wilsonville, Washington County, State of Oregon



1.10	Property owner	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
1.11	Permission to operate	The Franchisee is the property owner.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment and modification	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
2.5	No recourse	The Franchisee shall have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The Franchisee shall indemnify Metro, the Council, the COO, and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the Franchisee's performance of or failure to perform any of its obligations under the Franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
2.7	Binding nature	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.



2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise shall not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the Franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	<ol style="list-style-type: none">1. "Mixed Non-Putrescible Waste" means a mixture of more than one type of non-putrescible waste, including commingled recyclables other than residential curbside recyclable material. This category includes construction and demolition waste but excludes Cleanup Materials Contaminated by Hazardous Substances, Source-Separated Recyclable Material, special waste, land clearing debris and yard debris.2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the Franchisee is authorized to accept at the facility and the waste-related activities the Franchisee is authorized to perform at the facility.



3.2	General conditions on solid waste	The Franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The Franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2 of this franchise. The Franchisee also is authorized to accept putrescible waste for material recovery.2. The Franchisee shall receive, manage, store, reload, and transfer all putrescible waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.3. The Franchisee is authorized to accept putrescible waste generated inside the Metro region only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste.
3.5	Acceptance and management of mixed non-putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept mixed non-putrescible solid waste for material recovery.2. The Franchisee shall receive, sort, store, reload, and transfer all mixed non-putrescible solid waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.3. The Franchisee is authorized to accept mixed non-putrescible waste from all customers including public self-haul.
3.6	Material recovery required	<ol style="list-style-type: none">1. The Franchisee shall perform material recovery on mixed non-putrescible wastes. The Franchisee shall ensure that the facility is designed and operated to assure materials are recovered in a timely manner and to protect the quality of non-putrescible waste that has not yet undergone material recovery. The Franchisee must



		<p>perform recovery at no less than the minimum level stipulated in Metro Code Chapter 5.01.</p> <p>2. The Franchisee shall take quarterly samples of processing residual that are statistically valid and representative of the facility's residual. Each sample required by this section shall weigh at least 300 pounds.</p>
3.7	Management of processing residual from material recovery	<p>The Franchisee shall store, reload, and transfer all non-putrescible waste processing residual on an impervious surface and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.</p>
3.8	Acceptance of source-separated recyclable materials	<p>1. The Franchisee shall provide a place for collecting source-separated recyclable materials on the facility premises.</p> <p>2. The Franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.</p>
3.9	Acceptance of yard debris	<p>The Franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.</p>
3.10	Acceptance of source-separated food waste	<p>The Franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.</p>
3.11	Acceptance of untreated wood	<p>The Franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The Franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful</p>



		purposes as described in an operating plan and approved in writing by the COO.
3.12	Acceptance of painted and treated wood	The Franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate painted or treated wood into mulch, animal bedding, compost feedstock, or any other product unless otherwise described in an operating plan and approved in writing by the COO.
3.13	Acceptance of electronics devices	The Franchisee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer, and other similar functions related to preparing these materials for reuse, recycling, or disposal as required by the Oregon Department of Environmental Quality (DEQ).
3.14	Acceptance of inert material	The Franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes.
3.15	Acceptance of infectious waste	The Franchisee is authorized to accept infectious waste for short-term storage up to 72 hours pending transport to an appropriate disposal location.
3.16	Acceptance of special waste	The Franchisee is authorized to accept non-hazardous special waste for short-term storage up to 48 hours pending transport to an appropriate disposal location.
3.17	Production of hogged fuel	<ol style="list-style-type: none">1. As authorized by Section 3.0 of this franchise, the Franchisee is authorized to accept and process only untreated wood, painted wood, and incidental quantities of treated wood for delivery to facilities with industrial boilers for use as hogged fuel.2. The Franchisee is prohibited from mixing any other solid waste with the wood wastes described above in Section 3.17.1 for the production of hogged fuel.

4.0	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and



		activities performed at the facility.
4.2	Tonnage authorization	<ol style="list-style-type: none">1. The Franchisee is authorized to accept up to 73,500 tons of putrescible waste generated inside the Metro region within each calendar year.2. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 73,500 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.
4.3	Tonnage authorization growth allowance	Effective January 1, 2016, the COO may amend Section 4.2 of this franchise to increase the calendar year tonnage authorization by up to an additional five percent if the COO determines that there is a sufficient public benefit and available tonnage forecasted to granting such an increase.
4.4	Prohibited waste	The Franchisee shall not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The Franchisee shall not knowingly accept or retain any material amounts of the following types of waste: materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; radioactive waste; hazardous waste; or any waste prohibited by the DEQ.
4.5	Prohibition on mixing	<ol style="list-style-type: none">1. The Franchisee shall not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal.2. The Franchisee shall not mix or commingle putrescible solid waste with unprocessed non-putrescible solid waste or processing residual except when such mixing is described in an operating plan and approved in writing by the COO.
4.6	Prohibition of size reduction on non-putrescible waste	The Franchisee shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described in an operating plan and approved in writing by the COO.



4.7	No disposal of recyclable materials	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	Composting prohibited	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	Limits not exclusive	This franchise shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

5.0	OPERATING CONDITIONS	
5.1	Purpose and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The Franchisee shall operate in a manner that meets the following general performance goals:</p> <ul style="list-style-type: none">a) Environment. The Franchisee shall design and operate the facility to preclude the creation of undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.b) Health and safety. The Franchisee shall design and operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris.c) Nuisances. The Franchisee shall design and operate the facility to preclude the creation of nuisance conditions including, but not limited to, litter, dust, odors, and noise.
5.2	Qualified operator	<ul style="list-style-type: none">1. The Franchisee shall, during all hours of operation, provide an operating staff employed by the facility and qualified and competent to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant



		<p>provisions of this franchise and the relevant procedures contained within the facility's operating plan.</p> <p>3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.</p>
5.3	Fire prevention	<p>The Franchisee shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from processing and storage areas.</p>
5.4	Adequate vehicle accommodation	<p>The Franchisee shall:</p> <ul style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.c) Post signs to inform customers not to queue on public roadways.d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.
5.5	Managing prohibited wastes	<ul style="list-style-type: none">1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.2. The Franchisee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the franchise. This program must include at a minimum:<ul style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas



		<p>shall be covered and enclosed to prevent leaking and contamination.</p> <p>c) Record maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in the operating record and be available for review by Metro.</p> <p>3. Upon discovery, the Franchisee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan. All such wastes the Franchisee unknowingly receives shall be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.</p>
5.6	Storage and exterior stockpiles	<p>The Franchisee shall:</p> <p>a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;</p> <p>b) Maintain storage areas in an orderly manner and keep the areas free of litter;</p> <p>c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; and</p> <p>d) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).</p>
5.7	Dust, airborne debris and litter	<p>The Franchisee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries. The Franchisee shall:</p> <p>a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;</p> <p>b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;</p> <p>c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-</p>



		<p>site and prevent such dust and debris from blowing or settling off-site;</p> <p>d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;</p> <p>e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and</p> <p>f) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.</p>
5.8	Odor	<p>1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.</p> <p>2. The Franchisee shall establish and follow procedures in the operating plan for minimizing odor at the facility.</p>
5.9	Vectors (e.g. birds, rodents, insects)	<p>1. The Franchisee shall operate the facility in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.</p> <p>2. If vectors are present or detected at the facility, the Franchisee shall implement vector control measures.</p>
5.10	Noise	<p>The Franchisee shall operate the facility in a manner that prevents the creation of noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.</p>
5.11	Water contaminated by solid waste and solid waste leachate	<p>The Franchisee shall operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall:</p> <p>a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation;</p>



		<p>and</p> <p>b) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.</p>
5.12	Access control	<ol style="list-style-type: none">1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.2. The Franchisee shall maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The Franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information:</p> <ol style="list-style-type: none">a) Name of the facility;b) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number (503) 234-3000;g) A list of authorized and prohibited wastes;h) Vehicle / traffic flow information or diagram;i) Covered load requirements; andj) Directions not to queue on public roadways.
5.14	Nuisance complaints	<ol style="list-style-type: none">1. The Franchisee shall respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and shall keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.2. If the facility receives a complaint, the Franchisee shall:<ol style="list-style-type: none">a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); andb) Log all such complaints as provided by the operating plan. Each log entry shall be retained for one year



		and shall be available for inspection by Metro.
5.15	Access to franchise document	The Franchisee shall maintain a copy of this franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.

6.0	OPERATING PLAN	
6.1	Purpose	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The Franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The Franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.
6.3	Plan maintenance	The Franchisee shall submit an updated operating plan to the COO by March 1, 2013 as provided in Section 6.0 of this franchise. The Franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Franchisee must submit amendments and revisions of the operating plan to the COO for written approval prior to implementation.
6.4	Access to operating plan	The Franchisee shall maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	<p>The operating plan shall establish:</p> <ul style="list-style-type: none">a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;b) Procedures for identifying incoming and outgoing loads for waste classifications;c) A set of objective criteria for accepting and rejecting loads; andd) An asbestos testing protocol for all materials that appear to contain friable asbestos.



6.6	Procedures for processing and storage of loads	<p>The operating plan shall establish procedures for:</p> <ul style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes including, but not limited to;<ul style="list-style-type: none">i. Loading waste for delivery to disposal sites; andii. Record keeping and reporting procedures for mixed outbound loads.c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	<p>The operating plan shall establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan shall establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.</p>
6.8	Procedures for odor prevention	<p>The operating plan shall establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; andb) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	<p>The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust



		complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	Procedures for emergencies	The operating plan shall establish procedures to be followed in case of fire or other emergency.
6.11	Procedures for nuisance complaints	<ol style="list-style-type: none">1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record:<ol style="list-style-type: none">a) The nature of the complaint;b) The date the complaint was received;c) The name, address and telephone number of the person or persons making the complaint; andd) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).2. The Franchisee shall make records of such information available to Metro upon request. The Franchisee shall retain each complaint record for a period of not less than one year.
6.12	Closure protocol	The Franchisee shall establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.072(c)(3).
6.13	Financial assurance	The Franchisee shall maintain financial assurance in the amount of \$25,000 for the cost of the facility's closure and maintain such financial assurance in a form approved by Metro for the term of this franchise.

7.0	FEES AND RATE SETTING	
7.1	Purpose	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
7.2	Annual fee	The Franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates not regulated	The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.



7.4	Metro fee and tax imposed on disposal	The Franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.
7.5	Metro community enhancement fee imposed on waste received	Effective July 1, 2015, the Franchisee shall collect and remit to Metro a community enhancement fee, as provided in Metro Code Chapter 5.06, in an amount equal to \$1.00 per ton for all putrescible waste including food waste and yard debris mixed with food waste. The Franchisee shall remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.4.

8.0	RECORD KEEPING AND REPORTING	
8.1	Purpose	This section of the franchise describes record keeping and reporting requirements. The Franchisee shall effectively monitor facility operation and maintain accurate records of the information described in this section.
8.2	Reporting requirements	<ol style="list-style-type: none">1. For all solid waste and materials the Franchisee is authorized to receive under Section 3.0 of this franchise, the Franchisee shall keep and maintain accurate records of the amount of such materials the Franchisee receives, recovers, recycles, reloads, and disposes.2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:<ol style="list-style-type: none">a) Ticket Number (should be the same as the ticket number on the weight slips);b) Customer account numbers identifying incoming customers and outgoing destinations;c) Description whether the load was incoming to the facility or outgoing from the facility;d) Material Category: Code designating the following types of material (more detail, such as differentiating yard debris, is acceptable): (1) incoming source-separated recyclable materials by type; (2) incoming non-putrescible waste; (3) incoming putrescible waste (4) outgoing recyclable materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;e) Origin: Code designating the following origin of material: (1) from inside Metro boundaries; (2) from within Multnomah, Clackamas and Washington



		<p>Counties but outside Metro boundaries; and (3) from another location outside Metro boundaries:</p> <ul style="list-style-type: none">i. Any load containing any amount of waste from within the Metro region shall be reported as if the entire load was generated from inside the Metro region.ii. If the Franchisee elects to report all loads delivered to the facility as being generated from inside the Metro region, then the Franchisee is not required to designate the origin of loads as described above in Subsections (e)(2) and (e)(3). <ul style="list-style-type: none">f) Date the load was received at, transferred within, or transmitted from the facility;g) Time the load was received at, transferred within, or transmitted from the facility;h) Indicate whether Franchisee accepted or rejected the load;i) Net weight of the load; andj) The fee charged to the generator of the load.
8.3	Record transmittals	Franchisee shall transmit to Metro records required under Section 8.0 and the corresponding summary report derived from such records no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Material recovery reporting	The Franchisee shall provide the results of its quarterly sampling of processing residual, as provided in Section 3.6 of this franchise, to Metro as a component of its monthly report no later than fifteen days following the end of the each quarter in a format prescribed by Metro.
8.5	Account number listing	Within five business days of Metro's request, Franchisee shall provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.6	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the Franchisee shall record each inbound and outbound transaction electronically based on actual and accurate scale weights using the Franchisee's on-site scales.
8.7	DEQ submittals	The Franchisee shall provide Metro with copies of all correspondence, exhibits, or documents submitted to the



		DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.8	Copies of enforcement actions provided to Metro	The Franchisee shall ensure Metro receives copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the Franchisee by any federal, state, or local government other than Metro, and related to the operation of the facility.
8.9	Unusual occurrences	<ol style="list-style-type: none">1. The Franchisee shall keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. If a breakdown of the Franchisee's equipment occurs that will substantially impact the ability of the facility to remain in compliance, or create off-site impacts, the Franchisee shall notify Metro within 24 hours.3. The Franchisee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.
8.10	Changes in ownership	<ol style="list-style-type: none">1. Any change in control of Franchisee or the transfer of a controlling interest of Franchisee shall require prior written notice to Metro. "Transfer of a controlling interest of Franchisee" includes without limitation the transfer of 10% or more of the ownership of Franchisee to or from a single entity. Metro may modify this franchise under Section 11.3 to require the new ownership of Franchisee to assume all the rights and obligations of this franchise.2. The Franchisee may not lease, assign, mortgage, sell, or otherwise transfer control of the franchise unless the Franchisee follows the requirements of Metro Code Section 5.01.076.

9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	This section describes the types of insurance that the Franchisee shall purchase and maintain at the Franchisee's expense, covering the Franchisee, its employees, and agents. The Franchisee shall provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0 of this



		franchise.
9.2	General liability	The Franchisee shall carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.
9.3	Automobile	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
9.4	Coverage	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
9.5	Additional insureds	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED.
9.6	Worker's Compensation Insurance	The Franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If the Franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding



		matters within Metro's authority, and to enforce all such requirements against Franchisee.
10.3	No enforcement limitations	This franchise shall not be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the Franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition shall be punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

11.0	AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the Franchisee may propose amendments to this franchise. If either the COO or the Franchisee proposes amendments to this franchise, both parties shall make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise shall remain in effect unless the Metro Council:</p> <ul style="list-style-type: none">a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this Franchisee is a member; andb) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the Franchisee provides evidence that the amendment will result in significant capital cost to the Franchisee, the Metro Council will include capital cost and the ability of the Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the</p>



		ordinance.
11.3	Modification, suspension or revocation by Metro for cause	<p>In addition to the modifications authorized by Sections 1.5 and 4.3 of this franchise, the COO may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;c) Failure to disclose fully all relevant facts;d) A significant release into the environment from the facility;e) Significant change in the character of solid waste received or in the operation of the facility;f) Any change in ownership or control;g) A request from the local government stemming from impacts resulting from facility operations; andh) Compliance history of the Franchisee.

12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	<p>The Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise.</p>



12.2	Deliver waste to appropriate destinations	The Franchisee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.
12.3	Right of inspection and audit	<p>1. Authorized representatives of Metro may take photographs, collect samples of materials, and perform such inspection or audit as the COO deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 12.5 of this franchise, Metro's right to inspect shall include the right to review all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of Franchisee that are directly related to the operation of the facility.</p> <p>2. The Franchisee shall permit access to the facility premises to authorized representatives of Metro, including personnel on contract to Metro, at all reasonable times during business hours with or without notice to determine whether the Franchisee meets the minimum level of recovery as provided in Section 3.6 of this franchise. The Franchisee shall provide:</p> <ul style="list-style-type: none">a) Access to all areas where it generates, manages, stores, and reloads processing residual, including without limitation to transfer vehicles;b) Access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; andc) A safe location away from working areas and vehicle traffic where authorized representatives of Metro may conduct an analysis of the Franchisee's processing residual.
12.4	Confidential information	The Franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the Franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro.



		<p>The Franchisee shall prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five (5) days of Metro's receipt of a request for disclosure of information identified by Franchisee as confidential, Metro shall provide Franchisee written notice of the request. The Franchisee shall have three (3) days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The Franchisee shall pay any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 shall not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, such representatives agree to continue to treat such information as confidential and make good faith efforts not to disclose such information</p>
12.5	Compliance by agents	<p>The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.</p>

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232-2736
TEL 503-797-1650 | FAX 503-813-7544



METRO

SOLID WASTE FACILITY FRANCHISE No. F-004-08C

FRANCHISEE:	FACILITY NAME AND LOCATION:
Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822	Forest Grove Transfer Station 1525 B Street Forest Grove, Oregon 97116 Tel. (503) 992-3015 Fax. (503) 357-4822
OPERATOR:	PROPERTY OWNER:
Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-004-08B. Metro grants this franchise to the Franchisee named above. The Franchisee is authorized to operate and maintain a solid waste facility and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this franchise.

ISSUED BY METRO:

FRANCHISEE'S ACKNOWLEDGEMENT OF RECEIPT:

Signature

Signature of Franchisee

Paul Slyman,
Property and Environmental Services Director

Print name and title

Print name and title

Date

Date



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1.0	ISSUANCE	
1.1	Franchisee	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.2	Corporate affiliation	Waste Management, Inc. 1001 Fannin, Suite 4000 Houston, Texas 77002
1.3	Contact	Kirk Duncan Phone: (503) 992-3015 Fax: (503) 357-4822 E-mail: kduncan2@wm.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-004-08C.
1.5	Term	<ol style="list-style-type: none">1. The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked as provided in this franchise.2. At any time during the term of this franchise, Metro's Chief Operating Officer (the "COO") may extend the term of the franchise up to an additional 12 months to terminate no later than December 31, 2016.
1.6	Renewal	The Franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.7	Facility name and mailing address	Forest Grove Transfer Station 1525 B Street Forest Grove, Oregon 97116 Tel. (503) 992-3015 Fax. (503) 357-4822
1.8	Operator	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.9	Facility premises description	Tax Lot Identification No. 1S306BC09501, No. 1S306CB00500, and No. 1S306CB00600, City of Forest Grove, Washington County, State of Oregon



1.10	Property owner	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.11	Permission to operate	The Franchisee is the property owner.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment and modification	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
2.5	No recourse	The Franchisee shall have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The Franchisee shall indemnify Metro, the COO, and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the Franchisee's performance of or failure to perform any of its obligations under the Franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
2.7	Binding nature	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.
2.8	Waivers	To be effective, a waiver of any terms or conditions of this



		franchise must conform with Section 11.0 and be in writing and signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise shall not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the Franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the Franchisee is authorized to accept at the facility and the waste-related activities the Franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The Franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The Franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.



3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2 of this franchise. The Franchisee also is authorized to accept putrescible waste for material recovery.2. The Franchisee shall receive, manage, store, reload, and transfer all putrescible waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers. Public self-haul customers may tip waste outside, provided that such waste is tipped directly into watertight containers that are covered or tarped within 12 hours of receipt, or by the end of the business day, whichever is earlier.
3.5	Acceptance and management of mixed non-putrescible solid waste for reloading	<ol style="list-style-type: none">1. The Franchisee is authorized to accept loads of mixed non-putrescible solid waste for reload and transfer to a facility authorized by Metro to perform material recovery.2. Except as provided below in Subsections (a) and (b), the Franchisee shall receive, sort, store, reload, and transfer all mixed non-putrescible solid waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides.<ol style="list-style-type: none">a. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.b. Public self-haul customers may tip waste outside, provided that such waste is tipped directly into watertight containers that are covered or tarped within 12 hours of receipt, or by the end of the business day, whichever is earlier.3. The Franchisee shall reload and remove all mixed non-putrescible waste from the site within 48 hours of receipt.
3.6	Origin of solid waste	The Franchisee shall accept authorized solid waste generated within the Metro boundary from any person who delivers such waste to the facility.
3.7	Household hazardous waste collection	The Franchisee shall provide opportunities for Metro to hold household hazardous waste collection events on-site at regular intervals and shall set aside a suitable area for that purpose.



3.8	Acceptance of source-separated recyclable materials	<p>1. The Franchisee shall provide an area for collecting source-separated recyclable materials without charge at the facility premises, or at another location more convenient to the population being served by the facility, on the days and at the times that the facility is normally open to the public for disposal of solid waste. For purposes of this Section 3.8, said source-separated recyclable materials shall include newspaper, ferrous scrap metal, non-ferrous scrap metal, used motor oil, corrugated cardboard and kraft paper, aluminum, container glass, high grade office paper, tin cans, and any other material that is added by the COO based on a change to Oregon Administrative Rules Section 340-090-0070(1) subsequent to the effective date of this franchise.</p> <p>2. The Franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.</p>
3.9	Acceptance of yard debris	<p>The Franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.</p>
3.10	Acceptance of source-separated food waste	<p>The Franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.</p>
3.11	Acceptance of untreated wood	<p>The Franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The Franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.</p>



3.12	Acceptance of painted and treated wood	The Franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate painted or treated wood into mulch, animal bedding, compost feedstock, or any other product unless otherwise described in an operating plan and approved in writing by the COO.
3.13	Acceptance of electronics devices	The Franchisee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer, and other similar functions related to preparing these materials for reuse, recycling, or disposal as required by the Oregon Department of Environmental Quality (DEQ).
3.14	Acceptance of inert material	The Franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes.

4.0	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	Tonnage authorization	<ol style="list-style-type: none">1. The Franchisee is authorized to accept up to 125,000 tons of putrescible waste generated inside the Metro region within each calendar year.2. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 125,000 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.
4.3	Tonnage authorization growth allowance	The COO may amend Section 4.2 of this franchise to increase the calendar year tonnage authorization by up to an additional five percent if the COO determines that there is a sufficient public benefit and available tonnage forecasted to granting such an increase.
4.4	Prohibited waste	The Franchisee shall not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The Franchisee shall not knowingly accept or retain any material amounts of the following types of waste: materials



		contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; regulated hazardous waste; or any waste prohibited by the DEQ.
4.5	Prohibition on mixing	<ol style="list-style-type: none">1. The Franchisee shall not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal.2. The Franchisee shall not mix or commingle putrescible solid waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.3. The Franchisee shall not mix or commingle non-putrescible solid waste with putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.
4.6	Prohibition of size reduction on non-putrescible waste	The Franchisee shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described and approved by the COO in an operating plan.
4.7	No disposal of recyclable materials	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	Composting prohibited	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	Limits not exclusive	This franchise shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

5.0	OPERATING CONDITIONS	
5.1	Purpose and general performance goals	This section of the franchise describes criteria and standards for the operation of the facility. The Franchisee shall operate in a manner that meets the following general performance goals:



		<ul style="list-style-type: none">a) Environment. The Franchisee shall design and operate the facility to preclude the creation of undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.b) Health and safety. The Franchisee shall design and operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris.c) Nuisances. The Franchisee shall design and operate the facility to preclude the creation of nuisance conditions including, but not limited to, litter, dust, odors, and noise.
5.2	Qualified operator	<ul style="list-style-type: none">1. Except as described in an operating plan and approved in writing by the COO, the Franchisee shall, during all hours of operation, provide an operating staff employed by the facility and qualified and competent to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan.3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
5.3	Fire prevention	The Franchisee shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from processing and storage areas.
5.4	Adequate vehicle accommodation	<p>The Franchisee shall:</p> <ul style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall



		<p>not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.</p> <p>c) Post signs to inform customers not to queue on public roadways.</p> <p>d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.</p>
5.5	Managing prohibited wastes	<p>1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.</p> <p>2. The Franchisee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the franchise. This program must include at a minimum:</p> <p>a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.</p> <p>b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas shall be covered and enclosed to prevent leaking and contamination.</p> <p>c) Record maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in the operating record and be available for review by Metro.</p> <p>3. Upon discovery, the Franchisee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan. All such wastes the Franchisee unknowingly receives shall be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.</p>
5.6	Storage and exterior stockpiles	<p>The Franchisee shall:</p> <p>a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;</p> <p>b) Maintain storage areas in an orderly manner and keep the areas free of litter;</p>



		<ul style="list-style-type: none">c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; andd) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).
5.7	Dust, airborne debris and litter	<p>The Franchisee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries. The Franchisee shall:</p> <ul style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; andf) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.
5.8	Odor	<ul style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.2. The Franchisee shall establish and follow procedures in the operating plan for minimizing odor at the facility.



5.9	Vectors (e.g. birds, rodents, insects)	<ol style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.2. If vectors are present or detected at the facility, the Franchisee shall implement vector control measures.
5.10	Noise	The Franchisee shall operate the facility in a manner that prevents the creation of noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.
5.11	Water contaminated by solid waste and solid waste leachate	<p>The Franchisee shall operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall:</p> <ol style="list-style-type: none">a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andb) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ol style="list-style-type: none">1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.2. The Franchisee shall maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The Franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information:</p> <ol style="list-style-type: none">a) Name of the facility;b) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number (503) 234-3000;g) A list of authorized and prohibited wastes;



		<ul style="list-style-type: none">h) Vehicle / traffic flow information or diagram;i) Covered load requirements; andj) Directions not to queue on public roadways.
5.14	Nuisance complaints	<p>1. The Franchisee shall respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and shall keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.</p> <p>2. If the facility receives a complaint, the Franchisee shall:</p> <ul style="list-style-type: none">a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); andb) Log all such complaints as provided by the operating plan. Each log entry shall be retained for one year and shall be available for inspection by Metro.
5.15	Operating hours	Metro may reasonably regulate the hours of facility operation as it finds necessary to ensure compliance with this franchise. Metro shall exercise best efforts to provide 90 days written notice prior to regulating hours of operation and shall not unreasonably increase the Franchisee's costs of operation of the facility.
5.16	Access to franchise document	The Franchisee shall maintain a copy of this franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.

6.0	OPERATING PLAN	
6.1	Purpose	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The Franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The Franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.



6.3	Plan maintenance	The Franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Franchisee must submit amendments and revisions of the operating plan to the COO for written approval prior to implementation.
6.4	Access to operating plan	The Franchisee shall maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	<p>The operating plan shall establish:</p> <ul style="list-style-type: none">a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;b) Procedures for identifying incoming and outgoing loads for waste classifications;c) A set of objective criteria for accepting and rejecting loads;d) Procedures for providing reasonable notice and justification prior to refusing service to any customer of the facility: ande) An asbestos testing protocol for all materials that appear to contain friable asbestos.
6.6	Procedures for processing and storage of loads	<p>The operating plan shall establish procedures for:</p> <ul style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes;c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	The operating plan shall establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan shall establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
6.8	Procedures for odor prevention	The operating plan shall establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include:



		<ul style="list-style-type: none">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; andb) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	<p>The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	Procedures for emergencies	<p>The operating plan shall establish procedures to be followed in case of fire or other emergency.</p>
6.11	Procedures for nuisance complaints	<ul style="list-style-type: none">1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record:<ul style="list-style-type: none">a) The nature of the complaint;b) The date the complaint was received;c) The name, address and telephone number of the person or persons making the complaint; andd) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).2. The Franchisee shall make records of such information available to Metro upon request. The Franchisee shall retain each complaint record for a period of not less than one year.
6.12	Closure protocol	<p>The Franchisee shall establish protocol for closure and restoration of the site in the event of a cession of operations as provided in Metro Code Section 5.01.072(c)(3). The plan shall establish protocol for:</p> <ul style="list-style-type: none">a) Short-term closure (duration of time that is more than two consecutive business days but less than 120 days in length); andb) Long-term closure (duration of time that is 120



		consecutive days or more in length).
6.13	Financial assurance	The Franchisee shall maintain financial assurance in the amount of \$100,000 for the cost of the facility's closure and maintain such financial assurance in a form approved by Metro for the term of this franchise.

7.0	FEES AND RATE SETTING	
7.1	Purpose	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
7.2	Annual fee	The Franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates	<p>The rates charged to customers of the Franchisee for the acceptance of solid waste (including without limitation tip fees, acceptance fees, processing fees, transaction fees and environmental charges) are not subject to regulation by Metro; unless, pursuant to Section 11.1 or 11.2 of this franchise, the Council adopts an ordinance that:</p> <ul style="list-style-type: none">a) Extends Metro's rate regulation authority over the class of facilities of which this Franchisee is a member; andb) Amends this franchise to implement the regulations and process specified by said ordinance.
7.4	Access to financial records	If during the term of this franchise, the Metro Council directs a review of the Franchisee's financial records that exceeds, or is not covered by, the requirements set forth in Section 12.3 of this franchise, then the Franchisee shall provide access for an independent auditor or financial analyst to these financial records, and access to said financial records shall not be unreasonably withheld.
7.5	Metro fee and tax	<ol style="list-style-type: none">1. The Franchisee shall collect and remit to Metro the Regional System Fee, as provided in Metro Code Title V, and the Excise Tax, as provided in Metro Code Title VII, on all solid wastes it receives through December 31, 2015.2. Effective January 1, 2016, the Franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.



7.6	Metro community enhancement fee imposed on waste received	Effective July 1, 2015, the Franchisee shall collect and remit to Metro a community enhancement fee, as provided in Metro Code Chapter 5.06, in an amount equal to \$1.00 per ton for all putrescible waste including food waste and residential yard debris mixed with food waste. The Franchisee shall remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.5.
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8.0	RECORD KEEPING AND REPORTING	
8.1	Purpose	This section of the franchise describes record keeping and reporting requirements. The Franchisee shall effectively monitor facility operation and maintain accurate records of the information described in this section.
8.2	Reporting requirements	<ol style="list-style-type: none">1. For all solid waste and materials the Franchisee is authorized to receive under Section 3.0 of this franchise, the Franchisee shall keep and maintain accurate records of the amount of such materials the Franchisee receives, recovers, recycles, reloads, and disposes.2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:<ol style="list-style-type: none">a) Ticket Number (should be the same as the ticket number on the weight slips);b) Customer account numbers identifying incoming customers and outgoing destinations;c) Description whether the load was incoming to the facility or outgoing from the facility;d) Material Category: Code designating the following types of material (more detail, such as differentiating yard debris, is acceptable): (1) incoming source-separated recyclable materials by type; (2) incoming non-putrescible waste; (3) incoming putrescible waste (4) outgoing recyclable materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;e) Origin: Code designating the following origin of material: (1) from inside Metro boundaries; (2) from within Multnomah, Clackamas and Washington Counties but outside Metro boundaries; and (3) from another location outside Metro boundaries:<ol style="list-style-type: none">i. Any load containing any amount of waste from within the Metro region shall be reported as if the entire load was generated from inside the Metro region.



		<p>ii. If the Franchisee elects to report all loads delivered to the facility as being generated from inside the Metro region, then the Franchisee is not required to designate the origin of loads as described above in Subsections (e)(2) and (e)(3).</p> <p>f) Date the load was received at, transferred within, or transmitted from the facility;</p> <p>g) Time the load was received at, transferred within, or transmitted from the facility;</p> <p>h) Indicate whether Franchisee accepted or rejected the load;</p> <p>i) Net weight of the load; and</p> <p>j) The fee charged to the generator of the load.</p>
8.3	Record transmittals	Franchisee shall transmit to Metro records required under Section 8.0 and the corresponding summary report derived from such records no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Account number listing	Within five business days of Metro's request, Franchisee shall provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.5	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the Franchisee shall record each inbound and outbound transaction electronically based on actual and accurate scale weights using the Franchisee's on-site scales.
8.6	DEQ submittals	The Franchisee shall provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.7	Copies of enforcement actions provided to Metro	The Franchisee shall ensure Metro receives copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the Franchisee by any federal, state, or local government other than Metro, and related to the operation of the facility.
8.8	Unusual occurrences	1. The Franchisee shall keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required



		<p>implementing emergency procedures.</p> <p>2. If a breakdown of the Franchisee's equipment occurs that will substantially impact the ability of the facility to remain in compliance, or create off-site impacts, the Franchisee shall notify Metro within 24 hours.</p> <p>3. The Franchisee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.</p> <p>4. The Franchisee shall give at least 24-hour notice to the COO prior to the short-term closure of the facility. The Franchisee shall comply with the closure protocol provided in Section 6.12 of this franchise.</p> <p>5. The Franchisee shall give at least 90 days written notice to the COO prior to the long-term closure of the facility. The Franchisee shall comply with the closure protocol provided in Section 6.12 of this franchise.</p>
8.9	Changes in ownership	<p>1. Any change in control of Franchisee or the transfer of a controlling interest of Franchisee shall require prior written notice to Metro. "Transfer of a controlling interest of Franchisee" includes without limitation the transfer of 10% or more of the ownership of Franchisee to or from a single entity. Metro may modify this franchise under Section 11.3 to require the new ownership of Franchisee to assume all the rights and obligations of this franchise.</p> <p>2. The Franchisee may not lease, assign, mortgage, sell, or otherwise transfer control of the franchise unless the Franchisee follows the requirements of Metro Code Section 5.01.076.</p>

9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	<p>This section describes the types of insurance that the Franchisee shall purchase and maintain at the Franchisee's expense, covering the Franchisee, its employees, and agents. The Franchisee shall provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0 of this franchise.</p>
9.2	General liability	<p>The Franchisee shall carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death,</p>



		contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.
9.3	Automobile	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
9.4	Coverage	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
9.5	Additional insureds	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED.
9.6	Worker's Compensation Insurance	The Franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If the Franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against Franchisee.
10.3	No enforcement limitations	This franchise shall not be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any



		person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the Franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition shall be punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

11.0	AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the Franchisee may propose amendments to this franchise. If either the COO or the Franchisee proposes amendments to this franchise, both parties shall make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise shall remain in effect unless the Metro Council:</p> <ul style="list-style-type: none">a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this Franchisee is a member; andb) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the Franchisee provides evidence that the amendment will result in significant capital cost to the Franchisee, the Metro Council will include capital cost and the ability of the Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
11.3	Modification, suspension or revocation by Metro for cause	<p>In addition to the modifications authorized by Sections 1.5 and 4.3 of this franchise, the COO may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into



		<p>this franchise;</p> <ul style="list-style-type: none">c) Failure to disclose fully all relevant facts;d) A significant release into the environment from the facility;e) Significant change in the character of solid waste received or in the operation of the facility;f) Any change in ownership or control;g) A request from the local government stemming from impacts resulting from facility operations; andh) Compliance history of the Franchisee.
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12.0 GENERAL OBLIGATIONS		
12.1	Compliance with law	The Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise.
12.2	Deliver waste to appropriate destinations	The Franchisee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.
12.3	Right of inspection and audit	Authorized representatives of Metro may take photographs, collect samples of materials, and perform such inspection or audit as the COO deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 12.4 of this franchise, Metro's right to



		inspect shall include the right to review all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of Franchisee that are directly related to the operation of the facility.
12.4	Confidential information	The Franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the Franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The Franchisee shall prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five (5) days of Metro's receipt of a request for disclosure of information identified by Franchisee as confidential, Metro shall provide Franchisee written notice of the request. The Franchisee shall have three (3) days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The Franchisee shall pay any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 shall not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, such representatives agree to continue to treat such information as confidential and make good faith efforts not to disclose such information
12.5	Compliance by agents	The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 15-1356 FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE AMENDED FRANCHISES FOR PRIVATELY OWNED TRANSFER STATIONS

July 1, 2015

Prepared by:
Warren Johnson 503-797-1657

EXECUTIVE SUMMARY

Adoption of Ordinance No. 15-1356 will authorize a five percent (3,500-ton) tonnage cap increase for Pride Recycling (Pride), Troutdale Transfer Station (Troutdale) and Willamette Resources, Inc. (WRI) for 2015 and authorize the Chief Operating Officer (COO) to potentially increase the tonnage caps in 2016 and extend the franchise terms for all of the above-mentioned facilities and the Forest Grover Transfer Station (Forest Grove). Specifically, the proposed ordinance will authorize the COO to extend the term of each franchise by up to one additional year (until December 31, 2016) and grant up to an additional five percent increase in all the franchise tonnage caps¹ in 2016, under certain circumstances as described in this staff report.

This proposed ordinance is intended to recognize the actual and forecasted growth in regional solid waste tonnage and allow Metro's Transfer Station Configuration Project (i.e., Solid Waste Roadmap Project #5), including the finalization of new franchises for the privately-owned transfer stations, to be completed. The granting of short-term extensions and small tonnage cap increases will provide decision-makers, industry, staff and stakeholders adequate time to complete consideration of pertinent issues and the future of the solid waste system without undue disruption in the interim.

BACKGROUND

Metro's major solid waste contracts (operations,² transport, and disposal) will expire at the end of 2019. In an effort to shape the future solid waste system to better attain public benefits and improved sustainability, Metro has undertaken a major planning effort (known as the "Solid Waste Roadmap") to set the future of the regional solid waste system for the next several years. A major component of this effort is to take a broad look at the role, configuration, and services offered by publically and privately-owned transfer stations.

In 2013, Metro Council approved a two-year term extension through 2015 for each of the four privately-owned transfer station franchises (Pride,³ Troutdale,⁴ WRI,⁵ and Forest Grove⁶) to

¹ Upon adoption of this ordinance, in 2016, the COO would be authorized to grant up to a five percent (3,675-ton) increase in the tonnage cap for Pride, Troutdale, and WRI. In the case of Forest Grove, the COO would be authorized to increase the facility's tonnage cap by up to five percent (6,250 tons) in 2015 and five percent (6,562 tons) in 2016, if the COO deems it necessary.

² Metro's transfer station operations contracts expire in March 2017, but can be extended until the end of 2019.

³ Pride Recycling Company was granted a five-year franchise (Franchise No. F-002-08) in 2008 by Ordinance No. 08-1193. The original franchise term was January 1, 2009 through December 31, 2013. In 2013, Pride's franchise was extended by two years by Ordinance No. 13-1308. The franchise will expire on December 31, 2015.

⁴ Troutdale Transfer Station was granted a five-year franchise (Franchise No. F-001-08) in 2008 by Ordinance No. 08-1192. The original franchise term was January 1, 2009 through December 31, 2013. In 2013, Troutdale's franchise was extended by two years by Ordinance No. 13-1309. The franchise will expire on December 31, 2015.

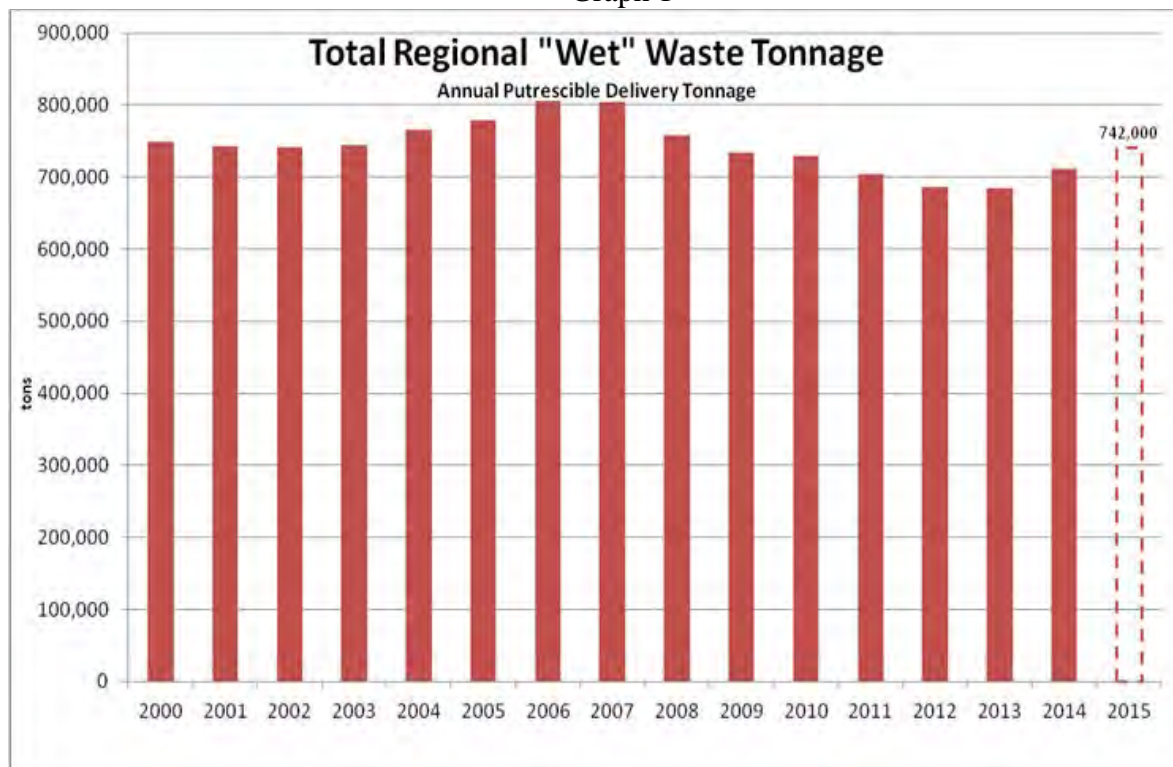
provide a period of “stasis” while work on the Transfer Station Configuration Project was underway. The extensions maintained the same annual tonnage caps that were established in 2008:

- 125,000-ton cap at Forest Grove; and
- 70,000-ton caps at Pride, Troutdale, and WRI.

At the time of the 2013 decision, it was not clear whether regional tonnage was actually beginning to increase or not. Therefore, the annual tonnage caps remained the same through 2015. With work on the configuration project underway, there was no interest in creating major disruptions to the system while longer term solutions were under active consideration.

What has changed? Putrescible (wet) solid waste tonnage began to slowly increase regionally in 2014. Actual wet waste tonnage increased about 3.8% in 2014 – up from the previous year - and wet waste tonnage is projected to increase an additional 4.3% in 2015 over 2014. Given the new development of increasing regional tonnage, there will be about 52,000 “new” tons of wet waste in the system in 2014 and 2015 (see Graph 1).

Graph 1



⁵ Willamette Resources, Inc. was granted a five-year franchise (Franchise No. F-005-08) in 2008 by Ordinance No. 08-1194. The original franchise term was January 1, 2009 through December 31, 2013. In 2013, WRI's franchise was extended by two years by Ordinance No. 13-1307. The franchise will expire on December 31, 2015.

⁶ Forest Grove Transfer Station was granted a five-year franchise (Franchise No. 004-08) in 2008 by Ordinance No. 08-1191. The original franchise term was January 1, 2009 through December 31, 2013. In 2013 Forest Grove's franchise was extended by two years by Ordinance No. 13-1310. The franchise will expire on December 31, 2015.

It now appears that sufficient regional tonnage is available that would allow all transfer stations to benefit by minimally increasing caps to reflect the rise in regional solid waste tonnage. Therefore, staff recommends a five-percent (3,500-ton) increase in the caps at three of the privately-owned transfer stations (Pride, Troutdale, and WRI) for calendar year 2015. This would increase the current caps at these facilities from 70,000 tons per year up to 73,500 tons in 2015. In regard to Forest Grove, staff finds that the facility's current 125,000-ton cap is sufficient at this time and a tonnage increase does not appear to be necessary for the facility in 2015. However, staff recommends providing the COO with authority to increase Forest Grove's tonnage cap by up to five percent in 2015 if the COO deems it necessary.

Further, staff recommends that Council also authorize the COO to extend the term of each franchise by up to an additional year (to expire no later than December 31, 2016) and grant up to an additional five percent tonnage increase for each station⁷ for 2016 if the configuration project, including issuance of new franchises, is not fully completed this year and the trend of regional tonnage growth continues into 2016 as forecasted. Staff expects to propose legislation for Council consideration at the conclusion of the configuration project. Upon adoption of that legislation, staff will prepare new transfer station franchises for Council adoption by ordinance during 2016.

Proposed franchise modifications for Pride, Troutdale, and WRI:

Each of the proposed franchises for Pride, Troutdale, and WRI (Exhibits A through C to Ordinance No. 15-1356) include the modified conditions described below.

1. Term - Section 1.5 of the proposed franchises authorizes the COO to extend the term of each franchise by up to one additional year to expire on December 31, 2016. This provision would be triggered if the configuration project is not completed or new franchises are not expected to be issued to the facilities by December 31, 2015.
2. Tonnage authorization – Section 4.2 of the proposed franchises authorizes each franchisee to accept up to 73,500 tons of wet waste per calendar year effective 2015.
3. Tonnage growth allowance - Section 4.3 of the proposed franchises authorizes the COO to increase the tonnage authorizations of each franchise by up to an additional five percent (3,675 tons) in 2016 provided there is sufficient public benefit and available tonnage forecasted. If such an increase were to be approved by the COO, each of the above facilities would have an annual tonnage cap of 77,175 tons in 2016. This tonnage increase would only be triggered if the configuration project is not completed or new franchises are not expected to be issued by December 31, 2015.
4. Franchise modification – Section 11.3 of the proposed franchises authorizes the COO to modify each franchise as described above.
5. Non-substantive technical amendments – Throughout each franchise, technical amendments e.g. corrections, citations, etc. have also been made.

⁷ If the COO were to grant a five-percent increase to each franchisee in 2016, Pride, Troutdale, and WRI would receive an additional 3,675 tons (up to an annual 77,175-ton cap) and Forest Grove would receive an additional 6,562 tons (up to an annual 137,812-ton cap).

Proposed franchise modifications for Forest Grove:

The proposed franchise for Forest Grove (Exhibit D to Ordinance No. 15-1356) includes the modified conditions described below.

1. Term - Section 1.5 of the proposed franchise authorizes the COO to extend the term of the franchise by up to one additional year to expire on December 31, 2016. This provision would be triggered if the configuration project is not completed or the new franchise is not expected to be issued by December 31, 2015.
2. Tonnage growth allowance -- Section 4.3 of the proposed franchise authorizes the COO to increase the tonnage authorization at Forest Grove by up to an additional five percent in 2015 (6,250 tons) and 2016 (6,562 tons), if necessary, provided there is sufficient public benefit and available tonnage forecasted. If such increases were to be approved by the COO each year, Forest Grove would have an annual tonnage cap of 137,812 tons by the end of 2016. These tonnage increases would only be triggered if the configuration project is not completed, the new franchise is not expected to be issued by December 31, 2015, and the COO determines that there is sufficient public benefit to increasing Forest Grove's tonnage cap.
3. Imposition of Metro fees and taxes – Section 7.5 of the proposed franchise has been changed to no longer require the facility to collect Metro's Regional System Fee (Chapter 5.02) and Excise Tax (Chapter 7.01) on all incoming waste. Instead, Section 7.5 of the proposed franchise stipulates that the facility is liable for payment of fees and taxes on all solid waste that is delivered to a disposal site effective January 1, 2016. Staff recommends the proposed modification to make Forest Grove's franchise consistent with that of the other privately-owned transfer station franchises.
4. Franchise modification – Section 11.3 of the proposed franchise authorizes the COO to modify the franchise as described above.
5. Non-substantive technical amendments – Throughout the franchise, technical amendments e.g. corrections, citations, etc. have also been made.

ANALYSIS / INFORMATION

1. Known Opposition

There is no known opposition to the proposed franchise modifications.

2. Legal Antecedents

Current provisions of Metro Code Chapter 5.01, entitled "Solid Waste Facility Regulation." In particular:

- Metro Code Section 5.01.070(a)(2) stipulates that a solid waste facility franchise shall be required for the person operating a transfer station.
- Metro Code Section 5.01.073(a) stipulates that the Metro Council shall approve or deny applications for solid waste facility franchises.

3. Anticipated Effects

These proposed franchise modifications, which authorize the COO to potentially grant short-term extensions and limited tonnage cap increases, will allow the COO to distribute “new” waste tonnage to privately-owned facilities in a way that will not be disruptive to the current system or significantly upset waste flow patterns. In total, these actions are intended to provide interim clarity, maintain market continuity, and minimize disruption to the region’s solid waste system through 2016 while the configuration project is being completed. These actions will allow industry, stakeholders, staff, and Council to focus attention on the Solid Waste Roadmap without unnecessary time constraints or system disruption.

4. Budget Impacts

Ordinance No. 15-1356 authorizes, in part, increases in some tonnage caps resulting from the distribution of “new” waste tonnage in the system. As such, the proposed ordinance primarily extends the status quo for one additional year and, as such, the financial impacts of the proposed changes are already factored into the budget. About half of the “new” tons would become available to privately-owned transfer stations, leaving the remainder available to be delivered to the publicly-owned transfer stations.

Recommended Action:

Adoption of Ordinance No. 15-1356 would: 1) provide recognition of the reality of region-wide tonnage growth, 2) provide reasonably equitable distribution of the available regional tonnage growth among all transfer facilities, 3) promote general system efficiency, and 4) alleviate the premature discussion of transfer station tonnage caps while the configuration project is being completed. Increasing tonnage caps by five percent in 2015 (and potentially in 2016) allows the privately-owned transfer stations to access nearly half of the “new” tons available in the system.

Notwithstanding, Metro Code Section 5.01.073(k) which stipulates that the term of a franchise shall not be more than five years, staff recommends that Council authorize the COO to grant one-year extensions for these franchises as provided in this staff report because it is in the public interest. This ordinance helps accomplish the goal of keeping staff and Council focused on the larger long term policy direction for transfer stations and maintains continuity in the system without major system disruptions. Staff has discussed this approach with all of the transfer station owners and they agree that these proposed changes are an acceptable interim measure.

Based on the information provided above and the analysis provided in this report, the COO recommends that the Metro Council adopt Ordinance No. 15-1356. Approval of this ordinance

will authorize the COO to issue modified franchises to Pride, Troutdale, WRI, and Forest Grove as attached to this ordinance in Exhibits A, B, C, and D.

WJ/RB:bjl
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Materials following this page were distributed at the meeting.

WILLAMETTE RIVER REVIVAL

CELEBRATE THE LOWER WILLAMETTE RIVER & ITS CLEAN UP

SALMON BAKE AT NOON

AUGUST 2 SUNDAY

NOON - 7PM | CATHEDRAL PARK WATERFRONT

SALMON BAKE HOSTED BY THE CONFEDERATED TRIBES OF GRAND RONDE

LIVE HIP HOP by **DECORA**

BLUEGRASS • JAMGRASS • ZYDECO/BLUES by PUDDLETOWN RAMBLERS
CASCADE CRESCENDO • THE NEW IBERIANS

NATIVE AMERICAN CARVING • ENVIRONMENTAL FAIR
OCCIDENTAL BEER GARDEN • FOOD & DRINK VENDORS
AZTEC CHILDREN DANCERS • SCIENCE DEMOS
WALKING TOURS & MORE

www.TheWillametteRiverRevival.org



Cathedral Park
Neighborhood
Association



kboo



WEST MULTNOMAH
Not a Willamette Coalition Partner



Cathedral
Park Place
Waterfront Market



GEOENGINEERS



PROPER EATS
MARKET & CAFE



Occidental



Executive Summary

**STATE OF BLACK
OREGON 2015**





**WE ARE
BLACK
OREGON**





EXECUTIVE SUMMARY

Let us imagine the reality we wish to see for Black Oregon—an environment where our children are engaged in the classroom; where the economy is bolstered by a well-equipped and sought-after Black workforce; where a strong community made up of generations of Black families can remain connected and stable in their homes and surroundings. This is not what we see today, but we can accept nothing less. The State of Black Oregon 2015 seeks to bridge that gap, addressing challenges in a way that will benefit all Oregonians.

As Oregon works to build a healthy and prosperous state, we risk failing to fulfill our potential and our promise if we do not dismantle the legacy of inequity and institutional neglect of communities of color.

The State of Black Oregon 2015 tells the story of the many Black communities across the state; one that is often untold. We celebrate the diversity of our community by lifting up the voices of our elders, Black LGBTQ people (lesbian, gay, bisexual, transgender and queer), Black immigrants and refugees and rural Black Oregonians.

We tell this story through data, analysis and storytelling. To some, the statistics speak the loudest. To others, the stories and photography that lift up the face of Black Oregon are the most powerful. We believe it is the combination of these elements that help us understand the experience of Black Oregonians and the factors that shape our community today.

While the 2009 report exposed racial inequities in key economic and social areas, our 2015 report examines the compounding effects of these disparities on the overall wealth and well-being of Black Oregonians—revealing economic insecurity within the Black community that has reached crisis levels.

The report also pays witness to the steps that many public agencies, community leaders and partnering organizations have taken to move the dial on this crisis. The analysis—offered by academic experts in national and state policy—ties the data and research to best practice and offers a path toward a healthy, vibrant and engaged community, core to Oregon's economic growth. We have the tools we need to forge progress. Now, we need the commitment and investment to take this work to scale.

MICHAEL ALEXANDER

President and Chief Executive Officer
Urban League of Portland



CHAPTER 1

RACE AND SURROUNDINGS



ur surroundings mold our development, significantly impacting our physical and mental health and shaping our life's path from a very early age. The neighborhood where a mother lives while she's pregnant; the home a child sees when he wakes up; a parent's presence or absence; good nutrition; and social and economic support—these are all factors in a child's health, well-being and eventual achievement.

The images children see outside their windows, and how that outside world perceives and treats them, can generate either fear and poor self-esteem or confidence, security and pride. We know that the environment of many Black children is significantly different from the world of their White counterparts. This fact is not new; what we need are new solutions. To lift up Black children, these solutions must be bold and direct; both new and proven strategies. They must begin before a child is conceived. Since a mother is the microenvironment in which her child grows and develops, it makes sense to ensure her physical and emotional health and well-being.

**“Just as the mother is the environment of the developing fetus,
the community is the environment of the mother.”**

— Latricia Tillman and Lawrence Wallack

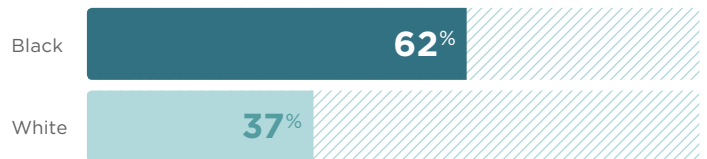
Low Birth Weight

(2013)



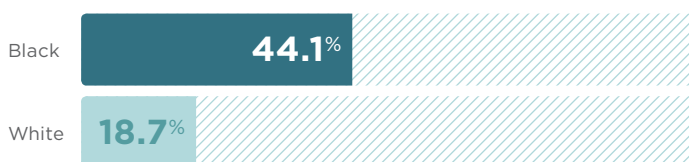
Children Living at 200% Poverty or Below

(2014)



Food Insecurity

(2010–2011)



Infant Mortality

(Deaths per 1,000 live births, 2008)





POLICY ACTIONS

The best way to strengthen the health of Black women, children and families is to start early. We must boost prenatal health care for families and provide support through the crucial first 1,000 days—preconception up to age 2. We must also implement policies that prioritize reproductive planning and choice, economic security, stable housing and healthy surroundings.



1

Implement a prenatal and first 1,000 days agenda that includes:

- Setting a food and nutrition goal for women of reproductive age and children in Black communities
- Investing in reducing health disparities, especially those related to low birth weight, infant mortality, obesity and mental health

2

Create housing stability for Black Oregon by ensuring:

- Stable and sufficient income
- Affordability of rent/mortgage, utilities, property taxes and healthcare
- Ability to maintain a home's condition
- Feeling of safety
- Satisfaction with children's education
- Connection with neighbors

3

Take advantage of public and private economic development and community involvement plans to reduce poverty in Oregon's Black community.

4

Encourage the Oregon Department of Human Services, local health departments and law enforcement agencies to partner together to support the physical/mental health of Black youth.

- Integrate trauma-informed practice into service delivery
- Retrain all police officers in trauma-informed approaches
- Invest in strategies that reflect best practices for violence reduction and wrap-around services for Black youth



CHAPTER 2

PROTECT & EDUCATE

For Black youth to succeed in school, they need the basics of good physical and mental health, a strong cultural identity, sufficient hours spent learning and positive teacher perception and expectation.

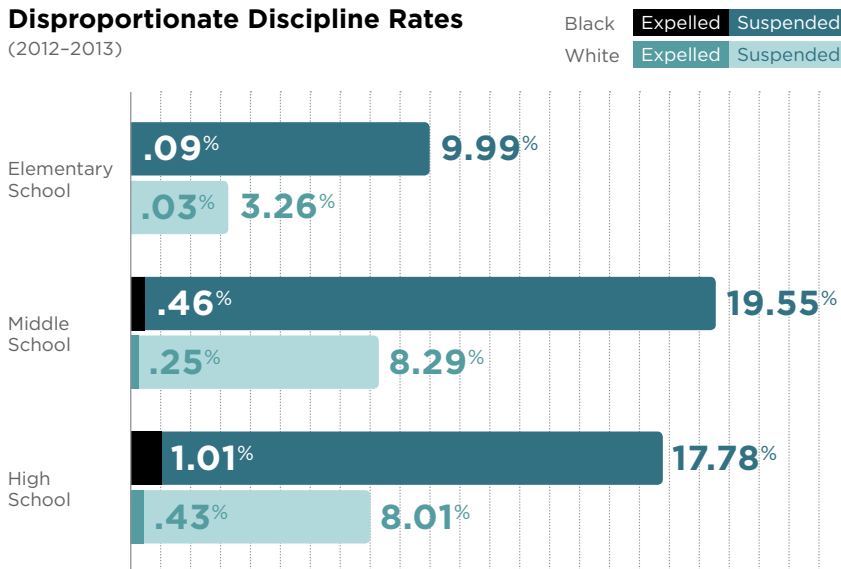
The most persistent barriers for Oregon's Black youth remain: unfair discipline practices; too few teachers of color; feeling isolated; and a lack of mentorship opportunities and culturally specific programming. Solutions to the educational achievement gap need to begin by targeting funding for these.

"Never underestimate the power of dreams and the influence of the human spirit. We are all the same in this notion: the potential for greatness lives within each of us."

— Wilma Rudolph

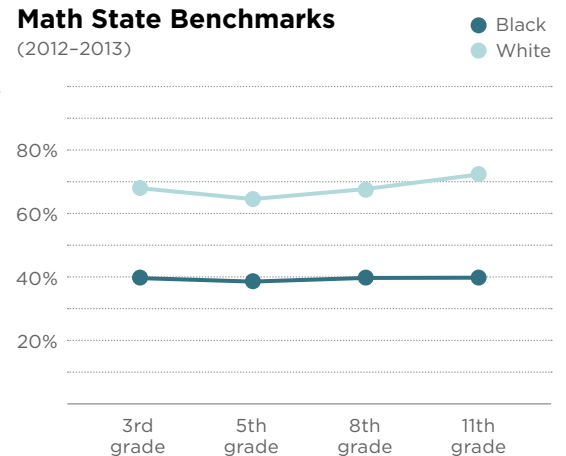
Disproportionate Discipline Rates

(2012–2013)



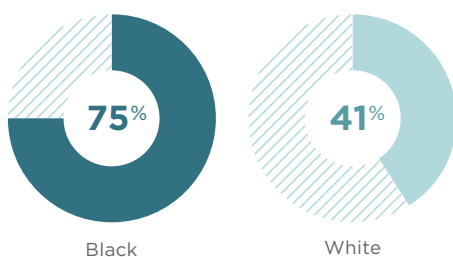
Math State Benchmarks

(2012–2013)



Eligible for Free and Reduced Lunch

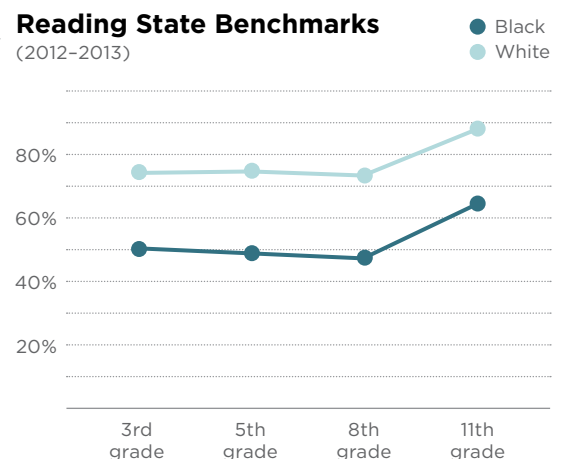
(2013–2014)



Eliminating poverty before a student enters school is one of the best ways to improve graduation rates.

Reading State Benchmarks

(2012–2013)





POLICY ACTIONS

Every child should be able to attain an education and fulfill their dreams. We must focus on strategies to lift Black youth out of poverty, end school exclusion and foster respect for cultural identity.



1

Factor food, housing and parental employment into school-readiness standards for Black youth.

2

Train and develop Black leaders, mentors and teachers and implement Black leadership and mentorship programs for Black students in predominantly non-Black schools and other public institutions, including the foster care system.

3

Set strong targets for hiring teachers of color.

4

End “zero-tolerance” discipline policies and create a classroom atmosphere where Black students are engaged and encouraged to participate.

5

Develop education models that reflect the lives and experiences of Black youth and train educators and other school staff in culturally-responsive practices.

6

Update criminal sentencing guidelines for Black youth to emphasize accountability, education, and employment training, not incarceration. End mandatory minimum sentencing.



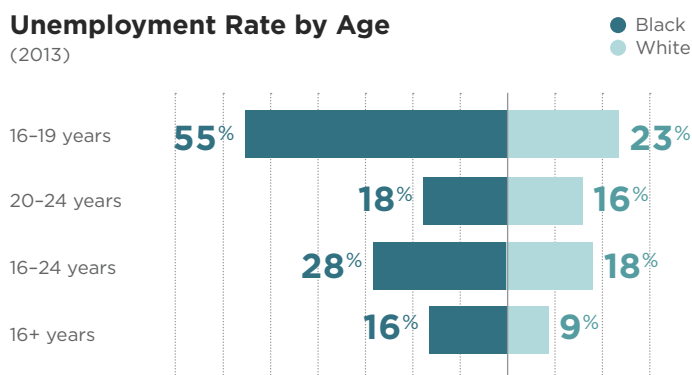
CHAPTER 3

PREPARE, SUPPORT & EMPLOY

The greatest predictor of Oregon's future prosperity is the status of its youth. Communities of color continue to grow, including Black Oregonians. Our state's economy will increasingly rely on their skills, expertise, innovation and creativity to remain competitive. Black youth need to be prepared for emerging economic opportunities and given the foundations to build wealth within their communities. This preparation will guarantee that the next 10 years look significantly better for Black Oregonians, and therefore our entire state.

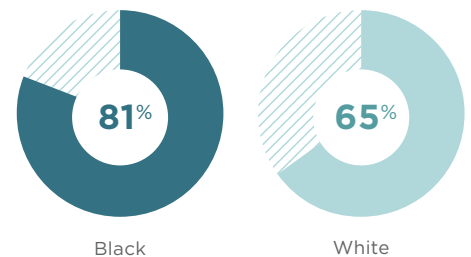
Leading strategies for prosperity are job preparation, career pathways and training, work-based learning, financial literacy and higher education opportunities. Preparing the next generation for success will require policymakers to end profiling practices that channel Black youth into the criminal justice system.

Unemployment Rate by Age
(2013)

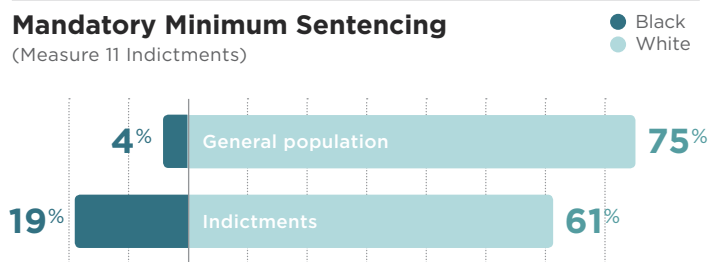


College Debt
(National)

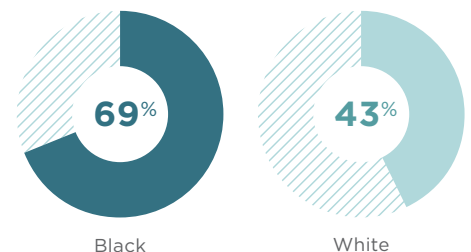
STUDENTS WHO BORROW MONEY



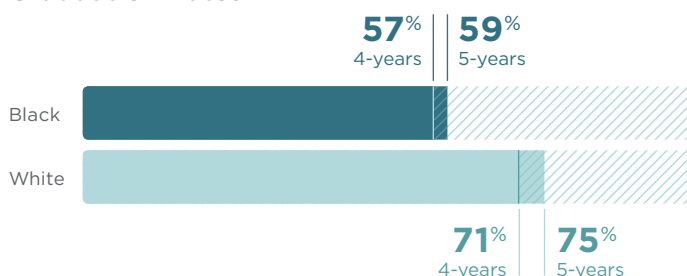
Mandatory Minimum Sentencing
(Measure 11 Indictments)



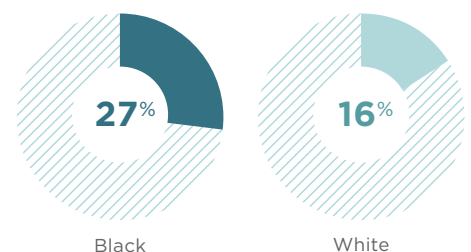
DO NOT FINISH COLLEGE DUE TO DEBT



Graduation Rates



FINISH WITH OVER \$30,500 OR MORE DEBT





POLICY ACTIONS

Gaining skills and expertise for employment is critical to the **financial health of youth of color**. Investment in these programs is essential to the success of Black families.



1

Better prepare Black youth for the workforce by:

- Increasing opportunities for summer and internship programs for Black youth through public/private partnerships
- Expanding the definition of “success” to include high school completion via the GED (high school equivalency exam) and participation in concurrent GED/community college programs
- Requiring school districts to offer education to students through age 21 and expanding the “middle college” model
- Implementing and expanding STEM (Science, Technology, Engineering, and Mathematics) programs for Black students
- Providing direct funding to culturally specific nonprofits for youth development, career readiness, mental health, social supports, mentoring and teacher professional development
- Making career pathway, advanced training or post-secondary education opportunities accessible for every Black student
- Taking advantage of Oregon’s provision that lets school districts award high school credit for learning opportunities outside the classroom
- Ensuring pipeline programming for the trades and related fields

2

Tie WorkSource Oregon investments to culturally specific post-secondary education and vocational training programs.

3

Explore models that include community colleges serving incarcerated youth.

4

Lower the cost of higher education by exploring ideas like:

- Free or subsidized community college
- Continuation of successful programs that support students, including Portland Community College’s Future Connect Scholarship Program

5

Improve financial literacy among Black youth by supporting successful programs like Children’s Savings Accounts that provide the ability to generate savings and wealth.



CHAPTER 4

SECURITY & WELL-BEING

Employment and economic opportunity are at the heart of reversing the health crisis of Black Oregonians. Poverty, displacement, policing and criminal justice policies all have a significant impact on the mental and physical health of Black Oregonians. The stress of social isolation, hostile workplace environments and the daily realities of “living while black,” known as “racial microaggressions,” further aggravate health inequities.

Improved access to healthcare is a positive step forward. Prevention and wellness demand an integrated approach, including government, business and social services. As health reform unfolds, culturally specific approaches are needed that take into account all the contributors to poor health outcomes: social and economic, as well as the daily challenges that racism plays in the lives of Black Oregonians.

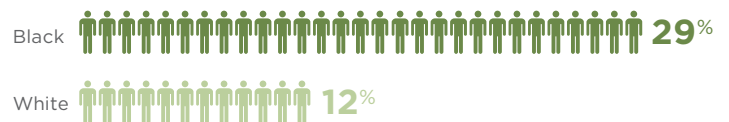
“In order to eradicate health inequities, economic inequities must be eliminated as well as the toxic stress that results from poverty and racism.”

— Rachael Banks

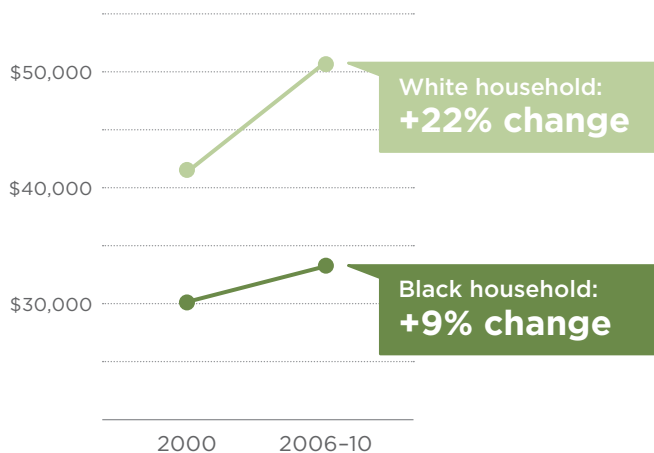


Nearly 30 percent
of all Black families in
Oregon live in poverty

Individuals Below Poverty Level (2006–2010)



Median Household Income (2000, 2006–2010)



High Blood Pressure (2012)



Diabetes (2012)





POLICY ACTIONS

We must strengthen the health of our communities by building a community that makes **healthy choices** easier for Black families.



1

Build healthy, vibrant and economically viable neighborhoods for Black Oregonians by:

- Improving economic opportunity, access to adequate and affordable transportation, safe and walkable neighborhoods, and healthy food choices
- Targeting funding for programs that improve health outcomes, such as those that seek to tackle high blood pressure and diabetes

2

Establish mechanisms in all healthcare institutions to ensure goals that prioritize improving healthcare access for those most affected by poor health outcomes.

3

Create partnerships between educators, law enforcement, and health care practitioners to improve the mental health of Black Oregonians:

- Apply a race equity lens and culturally competent strategies to police training, trauma intervention services and school mental health services
- Hold law enforcement and health institutions accountable for improving outcomes for the Black community

4

Boost research funding that will identify strategies for mitigating the well-documented short- and long-term health effects of chronic stress and daily racist microaggressions, including:

- Establishing metrics for improving workplace and healthcare environments and strategies for employers to shift workplace culture and improve the well-being of all employees
- Instituting evaluation and outcome-based surveys for healthcare settings to ensure that those accessing services feel safe and receive culturally proficient care
- Building a legal framework to hold employers/employees accountable for workplace microaggressions



CHAPTER 5

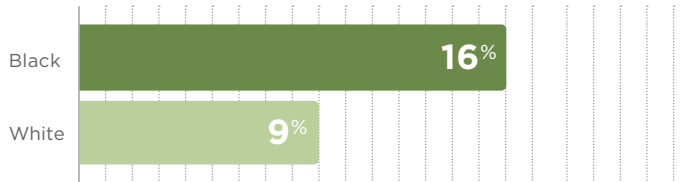
GROWING A WORKFORCE

Oregon's economy has experienced steady improvement. Yet Black unemployment still remains double that of White Oregonians, and 30 percent of Blacks live in poverty. The income gap between White and Black Oregonians is higher now than it was pre-recession. Over the next 10 years, Oregon will invest millions of public and private sector resources in workforce development and preparation. Unless we address the specific barriers to steady employment facing Black Oregonians and work to close the income gap, these resources we invest in workforce development will simply not reach those most significantly impacted by unemployment and poverty.

Black Oregonians are a ready and willing workforce that can play a critical role in growing Oregon's economy. The Urban League's Jobs Vision for Black Oregon, which applies a race equity lens to Oregon's current job creation efforts, identifies opportunities to overcome barriers created by the justice system, poverty, displacement, racism and poor educational outcomes.

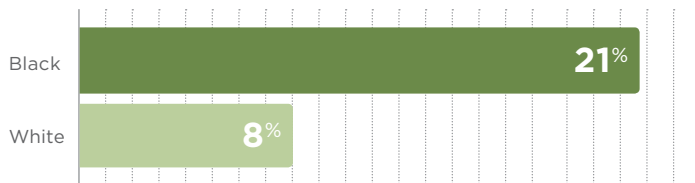
Oregon Unemployment

(2013)



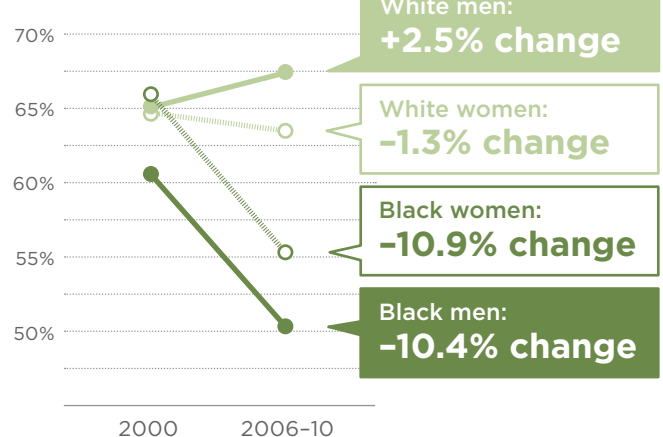
Portland Unemployment

(2013)



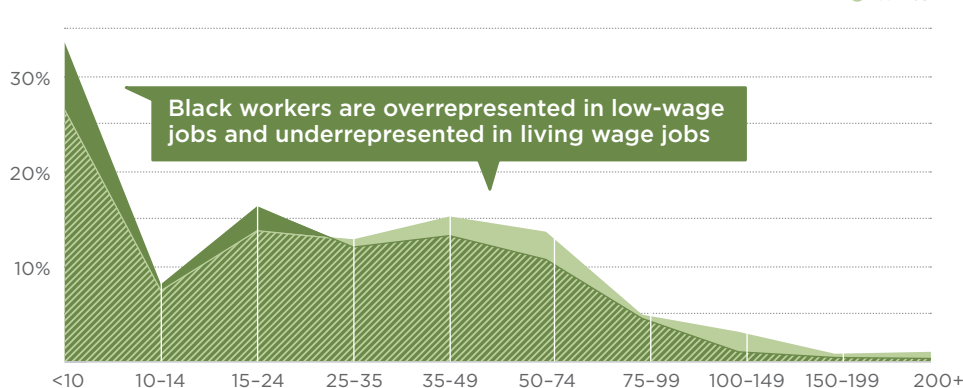
Work Status by Gender

(full-time job only)

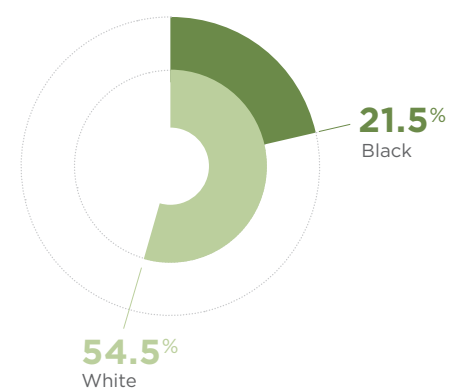


Earnings by Race & Ethnicity

(in thousands of dollars, 2007-2011)



Apprenticeship Completion Rates





A JOBS PLAN for Black Oregon

As the Oregon private sector moves forward to create a 21st century workforce, additional steps are needed to ensure its diversity. Even when Black Oregonians meet the education, training and employment requirements for good jobs, we still encounter an environment that leaves Black workers behind. Oregon businesses should challenge and improve their own hiring practices, and we must do more to ensure they access a talented pool of diverse workers.

1

Meet Oregon's 40-40-20 goal to improve education outcomes for Black Oregonians

To meet the needs of the 21st century workforce, Oregon has set the 40-40-20 goal. By 2025, Oregon will work to see that:

- 40 percent of adults will have earned a bachelor's degree or higher
- 40 percent of adults will have earned an associate degree or post-secondary credential
- 20 percent of adults will have earned at least a high school diploma, modified high school diploma or its equivalent

Equal representation of Black youth and adults in the 40/40/20 vision requires that we first address the educational inequities they face by:

- Developing new models for, and resourcing of, secondary completion support for Black students that take into account each student's individual barriers and the need for accelerated individualized student success approaches
- Targeting a goal and strategy to counteract Black students' current disproportionate lower achievement levels in the middle "40" educational goal

- Expanding apprenticeship opportunities in high-wage and high-demand career paths and developing recruitment and employment goals specifically targeting Black students as a way to drive 40/40/20 achievement
- Analyzing current outreach, education and training efforts in the state's public schools, 4-year colleges and university systems and their results for Black Oregonians related to program completions, graduations and related employment outcomes

2

Make Certified Work-Ready Communities a real option for Black Oregonians

In order to attract businesses, our communities must have a diverse, skilled and job-ready workforce. A new strategy designed to certify them as "work-ready communities" offers employers a way to understand the availability of skilled workers, while giving job-seekers a way to certify their skills.

To ensure that all Oregonians can fully benefit from the resources being invested in Certified Work-Ready Communities, we must first address specific barriers facing Black Oregonians by:

- Increasing awareness of the “Certified Work-Ready Community” initiative and how Black Oregonians can participate, become certified and benefit from the initiative
- Identifying areas of strength and areas that will require additional support to close skills gaps in the Black community
- Developing ways to link the work-readiness certification levels of the assessment with the real work experience, professional certifications and credentials—or lack thereof—of Black Oregonians so they can use the certification to inform their career path or secure employment
- Ensure related economic development efforts establish local hiring goals and utilize community benefits agreements

3 Expand workforce development for Black Oregonians

Oregon’s public workforce development system is investing significantly in coordinated new ways to meet the needs of both employers and Oregon’s un/underemployed population, but Black Oregonians are not taking enough advantage of available workforce education, training and development services to make needed changes. This is due to chronic unemployment within the Black community, a technology gap, lack of sufficient transportation and access to job training opportunities, higher rates of criminal justice involvement, poor credit and poor health outcomes.

We can improve Black Oregonians’ access to workforce development by:

- Creating new training programs to match projected high-demand, high-wage employment opportunities for Black Oregonians
- Ensuring that WorkSource Oregon, community-based organizations and other nonprofits are working together to produce greater employment outcomes for Black Oregonians
- Developing ways for Black Oregonians to explore in-demand career opportunities, map their career pathway and get culturally appropriate career coaching and counseling, through training and during the first year on the job
- Developing industry-specific networking groups to help mentor Black students, trainees and new employees as their career progresses

- Establishing a specific education and training fund for Black Oregonians that helps them achieve their career goals by: accessing employment and training services; lowering costs for tuition, books, fees, fines, licenses and childcare during the training period; and gaining greater access to paid internships and on-the-job training
- Secure stable funding for culturally specific non-profits providing workforce services for Black Oregonians
- Ensure goals for Black recruitment and completion of apprenticeship programs

4 Support entrepreneurship

Supporting the growth of small businesses and entrepreneurship in Oregon is not only a critical part of wealth creation in Black communities, but is also a significant source of jobs for all Oregonians.

All entrepreneurs, even the most successful, need help along the way. They need capital to fund their growth, operational experience, industry expertise, and a peer network to call on for shared information. Oregon needs to invest in un/underemployed communities to ensure that existing businesses are protected in urban renewal areas and that community investment efforts address barriers to small business growth in Black communities.

To boost entrepreneurship and small, medium and large business, we must:

- Coordinate existing small business development, economic opportunity and minority business development programs to make them better-known and more accessible
- Expand access, training and investment of small business development programs for Black Oregonians.
- Increase and improve targeted capital-access programs such as microenterprise and venture capital funds for Black entrepreneurs
- Set up crowdfunding ventures that provide capital to Black entrepreneurs by allowing them to raise smaller investments of capital from other entrepreneurs

- Make federal, state and local procurement opportunities more accessible for Black entrepreneurs by combining existing programs
- Provide technical expertise assistance and training to Black entrepreneurs on building and growing their business

5 Bolster employer commitment to Oregon's Black Communities

We all benefit when businesses have a social responsibility to work with communities to ensure equal access to livable wage jobs, and invest in growing and diversifying the state's pool of job applicants.

In addition to compiled disparities in education outcomes and job readiness, Black Oregonians face employment barriers that include practices in hiring, workforce advancement, pay scale and earnings. These are areas that public policy can't control. As community education and workforce development efforts are under way, employers should also do their part to address barriers to Black equality, such as lack of skills development and job training, hostile workplace environments, hiring from limited networks and poor outreach to Black communities.

Local businesses can help bolster Black employment by:

- Developing reports that show the business benefits of a diverse workforce
- Ensuring that industries better reflect the diversity of the communities in which they operate through carefully outlined community benefits agreements, local economic developments—such as urban renewal areas—and other publicly funded initiatives
- Expanding first-source hiring processes and enforcing targeted hiring provisions in all state, city, county and economic development construction and service contracts
- Creating customized training and hiring plans that lead to permanent jobs for Black Oregonians and communities most impacted by unemployment using the projected training needs to create scalable customized training models
- Establishing and supporting professional networking associations in high-growth, high-demand and high-wage industries, focused on building new pipelines and retention models for Black Oregonians
- Identifying and supporting culturally specific nonprofits as the best vehicles for service delivery
- Using Excellence in Diversity Awards, priority contracting opportunities and other incentive programs to recognize companies for their workforce diversification efforts, especially those related to hiring Black Oregonians

Our Jobs Plan for Black Oregon was developed by the Urban League of Portland in partnership with John Gardner, Director of Business Services for Worksystems Inc. Our approach was informed by multiple community partners and developed to complement state-wide jobs initiatives.





CHAPTER 6

PROSPERITY AND OPPORTUNITY

Just as the indicators of poverty shift over time, so too must our solutions. Given the rising cost of living and debt, income is no longer poverty's single most accurate measure. Policymakers need to pay closer attention to the effects of multi-generational poverty, high-interest rate loans, credit card debt, poor access to business capital, low wages, part-time employment and financial systems that are hard to navigate. These factors combined with inherited poverty across generations have a cumulative effect on many Black families' ability to build wealth and assets.

Financial stability of the next generation needs to be a priority for policymakers; it is an opportunity to advance the security of the Black middle class. Improving wages and income, entrepreneurship opportunities, financial literacy and retirement security and ensuring affordable childcare can all play a role in building equity within Oregon's Black communities.

“We can come together and establish an economic vision to create jobs and wealth for Black Oregonians.”

— Mike Green

Home Ownership vs. Renting (2010)

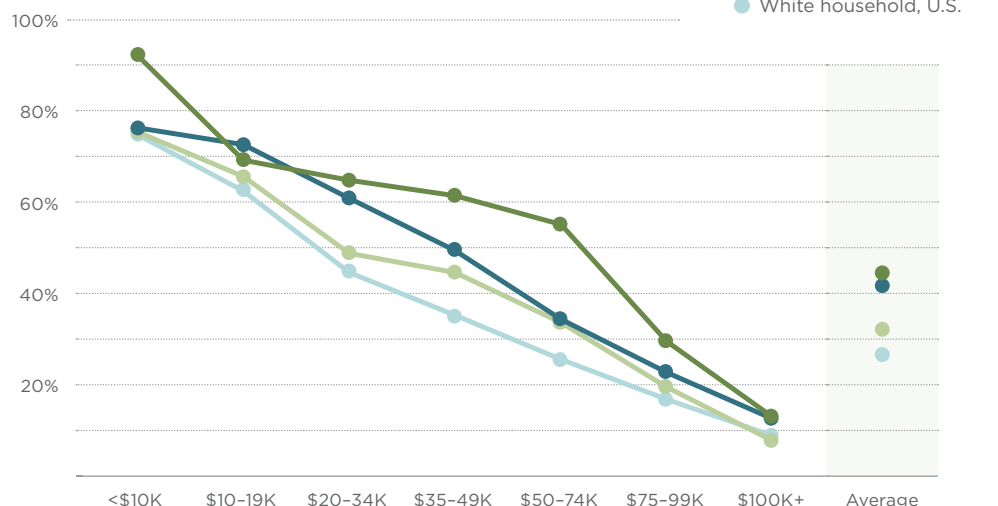


Median Net Worth of National Households (2013)



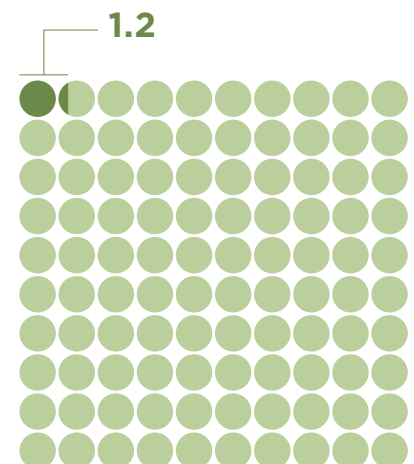
Cost-burdened Households

(households spending 30% or more of their income on housing costs, 2006–2010)



Number of Black-owned Small Businesses

(per 100 small businesses in Oregon)





POLICY ACTIONS

Strengthening financial security for Black Oregonians is dependent on ending student and consumer debt, increasing home ownership and access to business capital and mandating affordable childcare and retirement security.



1 Ensure affordable childcare for all Oregonians. Resources invested in employment, housing and adult education should reach all families in every community.

2 Invest in public and private sector initiatives that encourage Black community financial literacy, savings and investments, and provide a range of public options to enable saving and retirement security, including:

- Children's Savings Accounts
- Individual Development Accounts (IDAs)
- Consumer-oriented credit-building tools
- Employment match programs
- Modernized retirement savings vehicles

3 Do more to encourage Black wealth creation—from homeownership to business development—through social enterprise and collaborative business endeavors, by providing:

- Down payment assistance and homeownership support targeted to priority households and communities

- Targeted business development services and resources
- Expanded and fully-enforced public benefits agreements

4 Update poverty measurement to consider housing, utilities, childcare, transportation, healthcare, household goods, emergency and retirement savings, student debt, public assistance and taxes

5 Remove barriers to financial advancement, including asset limits for public programs and “benefit cliffs” that penalize increased income



CHAPTER 7

PROTECTING OUR COMMUNITIES

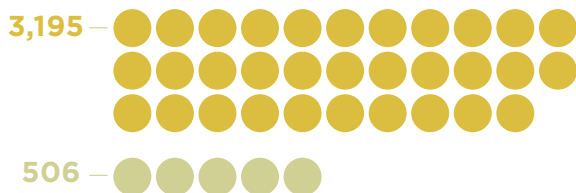
Families and individuals need community to aid social and economic well-being. This can mean having a neighbor who cares for your kids on short notice so you can make it to a job interview; knowing that families who've been in the neighborhood for generations will continue to support your business; walking a few short blocks with friends to church on Sunday instead of taking the bus alone from across the city; or ensuring your newly immigrated family can connect with other African families for support in navigating a new culture. These underlying layers of community can determine the effectiveness of public policy and cushion or enhance the impact of economic trends.

Oregon policymakers must identify and reverse policies that break up Black communities. Policy initiatives that predictably increase racial disparities can no longer be tolerated. They are unsustainable. A strong, cohesive community is more than just an ideal condition for families. Rather, it should be the foundation of strong local and state economic and health policies.

“Gentrification and displacement aren’t inevitable. Black Oregonians have voiced a vision for thriving neighborhoods. That vision for community development can be made real with a clear focus on racial justice and empowerment.”

— Lisa K. Bates

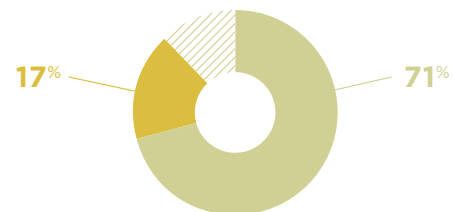
Incarceration Rate per 100,000 People
(each circle represents 100 people)



● Black
● White

Race at Police Stops

(percent of total traffic & patrol stops, Portland, 2010)

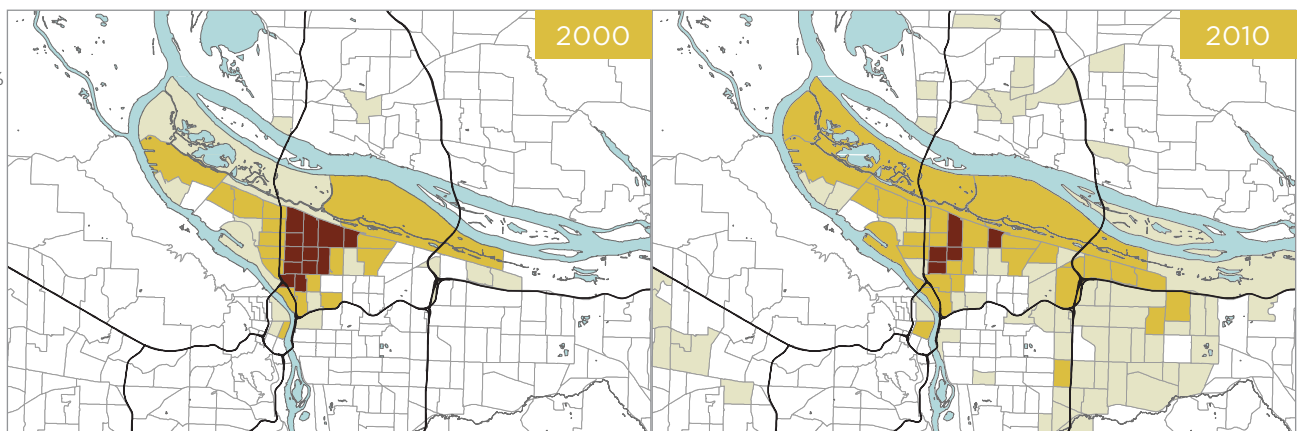


● Black
● White

Black Portlanders Movement Over Time

(Change in density, 2000–2010)

○ <5%
● 5.1–10%
● 10.1–25%
● >25%





POLICY ACTIONS

Urban renewal, law enforcement and related policies that unfairly burden and disadvantage Black communities must be reformed to form a more equitable, fair Oregon for its Black community. To restore confidence in law enforcement and to ensure public safety, we must implement reforms that change the culture and practice of policing, including policies and methods of de-escalation to keep incidents from rising to an excessive use of force.

1

Support the 10-point plan put forward by the National Urban League, including:

- Widespread use of body cameras & dashboard cameras
- Comprehensive retraining of all police officers
- Appointment of special prosecutors to investigate police misconduct
- Mandatory, uniform FBI reporting and audit of lethal force incidents involving all law enforcement
- National comprehensive anti-racial-profiling law

For full plan, see nuli.iamempowered.com

2

Call for thorough review of potentially illegal police actions by an independent investigator.

3

Prevent and reverse the detrimental effects of gentrification through multi-level community development, by:

- Advocating for a community-owned and cooperatively-controlled land bank/trust to be used to fulfill community-development needs and neighborhood stabilization
- Implementing a “Right to the City” policy to reconnect Black people, geographically, to the heart of our Black Community
- Adopting of the HUD mandate to Affirmatively Further Fair Housing, which will de-concentrate poverty and increase integration by creating affordable housing in areas of high opportunity
- Engaging Black neighborhoods in building supportive institutions like schools and community-based organizations
- Strengthening housing stability and choice through policies such as rent control, just-cause evictions controls monitoring and enforcement of the Fair Housing Law in the rental market.
- Securing Black businesses in traditional neighborhoods through development, incubation, capital, subsidized leases & location incentives

- Investing in resources for education, workforce development and placement in growth industries to ensure jobs emerging technological areas
- Providing capital support and technical assistance to ensure that Oregon’s entrepreneurial values of creativity, innovation and sustainability are lifted up in Black neighborhoods
- Finding solutions that ensure accountability, monitoring and evaluation of the efficacy of targeted policy interventions

4

Make key reforms to the Justice System in policies that have disproportionately hurt Black communities, by:

- Eliminating mandatory minimum sentences for low-level offenses and racism in sentencing policies and discretionary judicial decision-making
- Applying Oregon’s new Racial Impact Statements to analyze racial disparities in the criminal justice system
- Prioritizing investments in programs that help people impacted by crime, such as drug and mental health treatment, alternatives to incarceration and re-entry options
- Eliminating Measure 11’s automatic transfer of youth to adult court
- Adopting sentencing policies that address disproportionate school discipline and the ways that “in school” arrests lead to justice involvement
- Providing additional education and mentoring resources to children of incarcerated parents
- Prioritizing living-wage jobs & economic security as a core component of all re-entry programs

5

Increase civic engagement in displaced neighborhoods to ensure that the voices of Black Oregon are heard, and support a new generation of leaders to foster a growing new electorate and maximize its influence.



CHAPTER 8

WRITING OUR NEXT CHAPTER

Connecting Black communities across Oregon is key to increasing political influence and securing our role as a political force in the state. It is also an important step for Black Oregonians to play our part fully among the rising American electorate of voters of color, women and youth.

By advancing a distinctive Black political agenda, including policy and elected leadership, we can create a political environment that fosters vibrant, productive communities and healthy generations of Black Oregonians.

We can begin by engaging a new generation of voters and leaders.

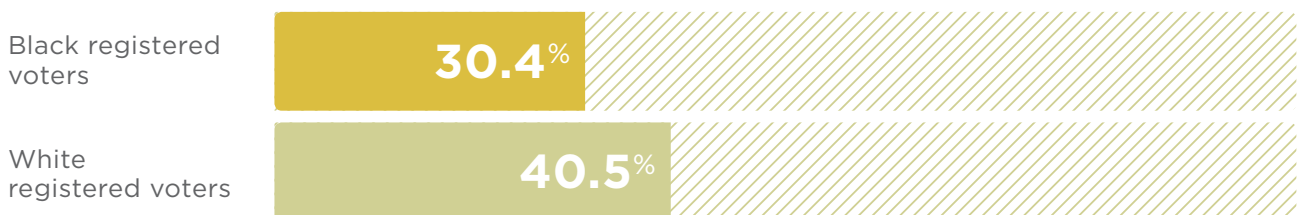
“We are the ones we have been waiting for.”

— June Jordan

2014 General Election Turnout, All Ages



2014 General Election Turnout, 18-24



Black 18-24 Year Old Registration Gap





The full report can be
downloaded at ulpdx.org/sobo

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METRO COUNCIL MEETING

Meeting Minutes

July 16, 2015

Metro Regional Center, Council Chamber

Councilors Present: Council President Tom Hughes, and Councilors, Sam Chase, Carlotta Collette, Shirley Craddick, Kathryn Harrington, and Bob Stacey

Councilors Excused: Councilor Craig Dirksen

Council President Tom Hughes called the regular council meeting to order at 2:06 p.m.

1. CITIZEN COMMUNICATIONS

Ellen Ino, Portland: Ms. Ino focused her communications on summer events happening at the Zoo and other Metro venues, including the Oregon Zoo concert series and the Willamette River Revival event at Cathedral Park on August 2nd.

Courtney Scott, Portland: Ms. Scott addressed the Metro Council regarding a possible remote elephant center, noting that the Free the Oregon Zoo Elephants (FOZE) organization does not support this type of facility and instead support the elephants being sent to a preserve.

Ann Radley, Vancouver: Ms. Radley addressed the Metro Council on the Oregon Zoo elephants and where some elephants had been sourced from, providing a history of deceased elephants' names and ages at time of death as well as locations.

Sandy Miller, Portland: Ms. Miller spoke to the Metro Council about breeding of elephants at other zoos and circuses, as early as the 1960's, as well as elephants' names and ages at the time of death.

Nancy Shaw, Vancouver: Ms. Shaw addressed the Metro Council on elephants around the world, listing names and history of birth/death as well as locations of zoos or circuses, as well as health issues that these elephants dealt with. She also discussed elephant breeding and stated that FOZE does not support the remote elephant center.

2. ZOO EDUCATION CENTER DESIGN AND PARTNERSHIPS

Council President Hughes called on Ms. Heidi Rahn and Mr. Grant Spickelmier, Oregon Zoo staff, as well as guest presenters, Ms. Jani Iverson, Oregon Zoo Foundation, and Mr. Paul Henson, Oregon Department of Fish and Wildlife, for a presentation on the Zoo Education Center design and partnerships.

Ms. Rahn provided an overview of the program and the progress to date, noting that the 2008 ballot measure that was supported by voters allowed the zoo to continue its work to protect animal health and safety by upgrading habitats and to conserve water and energy with all of the new

designs. She stated that the new education center is the premier facility that will offer innovative and upgraded facilities to provide more space for summer camps and classes, hands-on learning for kids, adults, and families. She noted that the bond funds were able to be spread over eight projects, that the Zoo was over halfway finished with all of the planned upgrades, and completed projects included the veterinary medical center, the Congos of the Columbia habitat, installation of water filtration systems, and the (almost completed) Elephant Lands expansion. Ms. Rahn stated that next will be construction of the education center, an expansion and revision of the polar bear habitat, rhino habitat and primate habitat, with expected completion of all by 2020. In regards to the education center, Ms. Rahn explained that the specific elements and details of the building and grounds have been determined, since her last visit to the Council, and now the project is developing construction drawings.

Mr. Grant Spickelmier presented the final design of the education center, noting that the new center will provide opportunities for engaging with Zoo visitors and program participants, as well as allowing the Zoo to leverage partnerships with other conservation-minded organizations to increase the Zoo's impact. He described the phases of design and construction drawings, and highlighted specific design elements, such as a fully restored mural by the late Willard Martin which was previously part of the Zoo's entrance when it opened in 1959, large open garage doors and windows for letting in natural light, rainwater capture that can be used for toilets, bioswales, bird-friendly glass, and an A/V system that can be used for lectures or workshops and can allow for live screening of conservation scientists from the field. He also explained the design of different rooms and their uses, including a focused area on conservation of small animals and insects as well as the Nature Playground which can educate people on how to make their yards more sustainable. Mr. Spickelmier also highlighted the strong presence of teen volunteers during summer months at the zoo and showed designs for a teen-designed workplace and office area to be shared amongst volunteers as well as with another youth program called Zoo Animal Presenter (or ZAP), which is a program for youth from low-income and diverse communities.

Mr. Paul Hanson discussed how the Zoo education center will bring a connection to nature back to urban community members, noting that as the US is becoming more urban and diverse, it's even more important for zoos to reach out and engage more of this population. He also discussed a new idea for having a Department of Fish and Wildlife presence at the Zoo to both help the Zoo with their conservation education message and also for the Wildlife Service to reach and invest in the next generation of conservation leaders.

Ms. Jani Iverson spoke to the Oregon Zoo Foundation's (OZF) support of the Zoo's education program for years as well as the current plan for the new education center. She stated that some of the programs, like the Zoo Animal Presenter (ZAP) program, rely on grant funding that come through the OZF, and that these opportunities for young people represent some of the Zoo's most significant connections to our local community. Ms. Iverson shared a short video about the ZAP program.

Council discussion

Councilors thanked all of the presenters, especially Paul and Jani as great partners to the Zoo to help educate, inform, and engage (and excite) kids in our community. In response to councilor inquiry, Mr. Spickelmier explained that bird-friendly glass is special glass that has an embedded pattern that birds can see but humans can't really see it, so that birds know that the space isn't a space that they can fly into. In response to councilor inquiry, Mr. Spickelmier also noted that the Zoo is working with several of our partner organizations/agencies who are interested in being involved in the education center space, whether that's a physical presence (sharing information to

various groups) or just being involved with potential workshops, lectures, etc. there. Councilors also inquired about expanding engagement in the community, to which Mr. Spickelmier discussed that one of the major goals of this project is expanding the Zoo's audience, bringing in a more diverse community, and has currently been working with Metro's Diversity, Equity and Inclusion program to identify new community partners and how to involve them long term.

3. **CONSENT AGENDA**

Motion:	Councilor Bob Stacey moved to adopt the items on the consent agenda.
Second:	Councilor Shirley Craddick seconded the motion.

Vote:	Council President Hughes, and Councilors Stacey, Chase, Collette, Craddick, and Harrington voted in support of the motion. The vote was 6 ayes, the motion <u>passed</u> .
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4. **ORDINANCES (FIRST READ)**

4.1 **Ordinance No. 15-1355**, For the Purpose of Annexing to the Metro District Boundary Approximately 27.9 Acres Located North and South of NW Brugger Road in the North Bethany Area of Washington County

Metro Attorney Alison Kean and Council President Hughes read the requirements on holding a quasi-judicial hearing and Council President Hughes then introduced Metro staff, Tim O'Brien, to provide a brief staff report. Mr. O'Brien provided a brief report regarding the annexation request, explained the criteria required and explained that the request does meet the required criteria for annexation into the Metro District Boundary.

Council President Hughes opened up a public hearing on Ordinance No. 15-1355. Jerry Offer from OTAK testified in favor of the ordinance on behalf of the land owner. Seeing no further requests to testify, Council President Hughes closed the public hearing and noted that the second reading, Council consideration, and vote were scheduled for July 23, 2015.

4.2 **Ordinance No. 15-1356**, For the Purpose of Approving Tonnage Cap Adjustments and Authorizing the Chief Operating Officer to Issue Modified Franchises for Privately-Owned Transfer Stations

Council President Hughes introduced Metro staff, Mr. Roy Brower and Mr. Paul Slyman, to provide a brief staff report on the ordinance. Mr. Slyman, Property and Environmental Services Director, provided an introduction and noting upcoming related presentations on the Solid Waste Roadmap for the Council. Mr. Brower explained that the ordinance today deals with two specific issues: tonnage caps and franchise extensions. He noted that the ordinance seeks to maintain the continuity and stability of the solid waste transfer system during a time of decision making, potential transition and while we are seeing an increase (first time since 2006) in regional wet solid waste tonnage. Mr. Brower added that the ordinance would provide an immediate tonnage cap increase for this year where needed, authorize the COO to grant additional one-year extensions for the four privately-owned transfer stations through the end of next year (2016).

Council discussion

In response to councilor inquiry, Mr. Brower explained that the increase is for all facilities and not just Forest Grove.

Council President Hughes opened up a public hearing on Ordinance No. 15-1356. Mr. Mike Dewey of Waste Management provided testimony in support of the ordinance, indicated that there is a need for tons at the Troutdale station and this would help the station, as well as be good for the environment. Seeing no further testimony, Council President Hughes closed the public hearing and noted that the second reading, Council consideration, and vote were scheduled for July 23, 2015.

5. CHIEF OPERATING OFFICER COMMUNICATION

Ms. Martha Bennett provided an update on the following events or items: Urban Growth Management Decision timeline update, recent AZA Accreditation visit at the Oregon Zoo, reminder of upcoming Zoo-La-La fundraising event, Graham Oaks Park Day with over 400 people in attendance, and an upcoming Blue Lake visioning event on Saturday.

6. COUNCILOR COMMUNICATION

Councilors provided updates on the following meetings or events: recent Metro Paint tour, Clackamas County/Metro Council joint work session on July 14th, Community Planning and Development Grants Planning Committee meeting, Chinese delegation event, and AZA visit and dinner event.

7. ADJOURN

There being no further business, Council President Hughes adjourned the regular meeting at 3:49 p.m. The Metro Council will convene the next regular council meeting on Thursday, July 23, 2015 at 2 p.m. at the Metro Regional Center in the council chamber.

Respectfully submitted,



Alexandra Eldridge, Regional Engagement & Legislative Coordinator

ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF JULY 16, 2015

Item	Topic	Doc. Date	Document Description	Doc. Number
1.0	Handout	07/16/2015	Printed testimony from FOZE for 4 citizen communications	071615c-01
3.0	Minutes	07/09/2015	Council Meeting Minutes from July 9, 2015	071615c-02