



METROPOLITAN SERVICE DISTRICT

6400 S.W. CANYON COURT PORTLAND, OREGON 97221 (503) 297-3726

BOARD OF DIRECTORS

PORTLAND WATER BUREAU
1800 SW 6TH
AUDITORIUM

OCTOBER 11, 1974
2:00 P.M.

A G E N D A

- I. MINUTES
- II. ACCOUNTS PAYABLE
- III. PUBLIC COMMUNICATIONS
- IV. ORDINANCE NO. 23 - FIRST PUBLIC HEARING
AN ORDINANCE TO BRING TIRE SALVAGE OPERATIONS UNDER THE
REGULATORY PROGRAM OF THE MSD TIRE ORDINANCES; TO
AUTHORIZE TIRE SALVAGE CENTERS; TO ASSESS AND COLLECT A
FEE FOR SUPERVISION OF SCRAP TIRE SALVAGE; AND TO ESTABLISH
CRITERIA AND PROCEDURES FOR AUTHORIZATION OF TIRE CENTERS
- V. EMERGENCY ORDINANCE NO. 22
OFFICE SPACE LEASE AGREEMENT
- VI. COATES FIELD SERVICE REPORT
- VII. LAND ACQUISITION POLICIES
 - . RELOCATION
 - . ACQUISITION
- VIII. PRE-DESIGN COST DATA
- IX. TRANSFER/MILLING STATION ENVIRONMENTAL ASSESSMENT
- X. JOHNSON CREEK DRAINAGE DISCUSSION
- XI. OTHER BUSINESS



METROPOLITAN SERVICE DISTRICT

6400 S.W. CANYON COURT PORTLAND, OREGON 97221 (503) 297-3726

OCTOBER 4, 1974

TO: MSD BOARD OF DIRECTORS
FROM: MSD STAFF
SUBJECT: STAFF REPORT FOR OCTOBER 11, 1974

PRESENTED TO THE BOARD FOR TRANSMITTAL AND RECOMMENDED ACTION
ARE THE FOLLOWING ITEMS:

PAGE

- 1 I. MINUTES
Action - Approval of the Minutes of September 27, 1974
- 8 II. ACCOUNTS PAYABLE
Action - Approval of Accounts Payable
- 11 III. PUBLIC COMMUNICATIONS
Action - Recieve public testimony
- 12 IV. ORDINANCE NO. 23 - FIRST PUBLIC HEARING
AN ORDINANCE TO BRING TIRE SALVAGE OPERATIONS UNDER
THE REGULATORY PROGRAM OF THE MSD TIRE ORDINANCES;
TO AUTHORIZE TIRE SALVAGE CENTERS; TO ASSESS AND
COLLECT A FEE FOR SUPERVISION OF SCRAP TIRE SALVAGE;

PAGE

AND TO ESTABLISH CRITERIA AND PROCEDURES FOR
AUTHORIZATION OF TIRE CENTERS.

Action - Hold first public hearing and receive
testimony.

- 21 V. EMERGENCY ORDINANCE NO. 22
 AN ORDINANCE APPROVING THE OFFICE SPACE LEASE
 AGREEMENT
 Action - Review Space Lease Agreement and approve
 by adopting Ordinance No. 22
- 33 VI. COATES FIELD SERVICE REPORT
 Action - Accept and discuss report.
- 36 VII. LAND ACQUISITION POLICIES
 , RELOCATION POLICY - RESOLUTION No. 12
 , LAND ACQUISITION POLICY - RESOLUTION No. 13
 Action - Approve Resolutions No. 12 and No. 13
- 54 VIII. PRE-DESIGN COST DATA
 Action - Receive report for discussion. Further
 action may be necessary.
- 55 IX. TRANSFER/MILLING STATION ENVIRONMENTAL ASSESSMENT
 Action - Accept Environmental Assessment Report
 and authorize distribution to interested
 parties.
- 56 X. JOHNSON CREEK DRAINAGE DISCUSSION
 Action - Discussion. No action required.
- 62 XI. OTHER BUSINESS

I. MINUTES

THE FOLLOWING PAGES CONTAIN MINUTES AND PUBLIC HEARING
TESTIMONY FOR THE MSD BOARD MEETING OF OCTOBER 11, 1974.
THE STAFF RECOMMENDS APPROVAL OF THE MINUTES.

II. ACCOUNTS PAYABLE

THE FOLLOWING PAGES CONTAIN THE ACCOUNTS PAYABLE FOR THE MONTH OF SEPTEMBER 1974 IN THE TOTAL AMOUNT OF \$30,679.82. ALSO INCLUDED IS THE CASH FLOW AND BUDGET REPORT FOR THIS YEAR.

THE STAFF RECOMMENDS THE BOARD APPROVE THE ACCOUNTS PAYABLE.

APPROVED METROPOLITAN
SERVICE DISTRICT
BOARD OF DIRECTORS

ACTION NO. 74-218

DATE 10-11-74

BY Paul M. Wood
CLERK OF THE BOARD

DIRECT CHARGES TO MSD FROM CRAG

SEPTEMBER

	<u>Amount</u>	<u>Code</u>
Rent, Sept. 488 sq. ft.	\$229.58	Q-201 309
Postage	104.90	Q-201 319
Equipment rental		
IBM Typewriter	32.00	Q-203 321
IBM Copier	42.00	Q-201 321
Supplies		
Boise Cascade Invoices		
Req. 3034, 3230 not identified		
as MSD or coded		
Travel		
934 Mi. x 15¢	140.10	Q-201 305
Personal auto mileage; pettycash	7.12	Q-201 305
Training		
Moving		
Telephone base	40.00	Q-201 310
Subscriptions/memberships		
Daily Journal of Commerce	141.45	Q-201 318
Modern Tire Dealer	9.00	Q-203 318
American Public Works Assoc.	5.00	Q-201 318
Insurance		
Office	20.00	Q-201 340
Unemployment .05 x 5265.32	263.26	Q-201 340
Salaries		
Processible	3356.73	Q-201
Tire Disposal	1227.69	Q-203
Recycling Mgmt.	680.90	Q-204
TOTAL	<u>5265.32</u>	
Fringe		
Processible	476.95	Q-201
Tire Disposal	190.29	Q-203
Recycling Mgmt.	97.72	Q-204
TOTAL	<u>764.96</u>	
IBM copies 4921 x .03	147.63	Q-201 306
Film processing, Merle Irvine	5.00	Q-203 306
Administrative overhead	289.00	Q-201 331

	<u>Amount</u>	<u>Code</u>
Capital outlay		
Wexler B. & Co., office furn.	\$517.50	Q-201 350
Merle Irvine, bookshelving	75.00	Q-201 350
Merle Irvine, Bookshelving	25.00	Q-203 350
Ron Scholfield, calculator	60.00	Q-201 350
Technical consultant		
Portland Community Coll. Key punch.	70.00	Q-203 302
Petty Cash Training	10.00	Q-203 302
PCC Bookstore	6.95	Q-203 302
CORMET phase III	<u>22,409.05</u>	Q-201 302
GRAND TOTAL	\$30,679.82	

APPROVED METROPOLITAN
SERVICE DISTRICT
BOARD OF DIRECTORS

ACTION NO. 74-218

DATE 10-11-74

BY Jean M. Wood
CLERK OF THE BOARD

III. PUBLIC COMMUNICATIONS

THIS AGENDA ITEM ALLOWS FOR THE MSD BOARD TO HEAR COMMENTS FROM THE PUBLIC ON ITEMS NOT CONTAINED ON THIS AGENDA.

IV. ORDINANCE NO. 23 - FIRST PUBLIC HEARING

AN ORDINANCE TO BRING TIRE SALVAGE OPERATIONS UNDER THE REGULATORY PROGRAM OF THE MSD TIRE ORDINANCES; TO AUTHORIZE TIRE SALVAGE CENTERS; TO ASSESS AND COLLECT A FEE FOR SUPERVISION OF SCRAP TIRE SALVAGE; AND TO ESTABLISH CRITERIA AND PROCEDURES FOR AUTHORIZATION OF TIRE CENTERS.

THE FOLLOWING PAGES CONTAIN A STAFF REPORT AND PROPOSED ORDINANCE No. 23. STAFF RECOMMENDS THAT THE BOARD HOLD THE FIRST PUBLIC HEARING ON ORDINANCE No. 23.

NO ACTION IS REQUIRED.

STAFF REPORT CONCERNING ORDINANCE NO. 23

The intent of the Tire Ordinances is to eliminate the indiscriminate and illegal dumping of scrap tires and to provide a method of disposal or salvage of these tires that is environmentally beneficial to the region. To achieve this goal, the District has developed a system to permit tire carriers and tire processors and to provide a method of monitoring the flow of all scrap tires from the point of generation to their disposal. Permitted tire carriers must deliver all scrap tires to a tire processing center for processing. The resultant of this processing are chips of rubber varying from dust to pieces about six inches square. These processed tires are presently landfilled until a more economic use can be found.

The existing ordinance allows for the transporting of scrap tires out of the MSD for salvage purposes once authorization is granted. Because the quantity of tires for salvage was felt to be small, the granting of this authorization was to be on an administrative basis. However, it has become apparent that tire salvaging could involve a large amount of scrap tires and extend over long periods. One tire salvager has indicated that his operation could involve up to 20,000 tires per week for an indefinite period of time.

Obviously, to insure that all scrap tires destined for salvage are in fact salvaged, regulations similar to those imposed on a general scrap tire processing center should be adopted for tire salvage centers. These include 1) authorizing the tire salvage center; 2) requiring monthly certified accounting of all tires received and salvaged; 3) assurances that these tires are in fact being used for salvage; 4) establishing criteria and procedures for authorizing these centers; and

5) imposing the MSD surcharge of 3¢ per tire to cover all administrative, accounting, and inspection cost incurred by the District.

Therefore, Ordinance No. 23 has been prepared which would bring tire salvage operations under the regulatory authority of MSD. In addition, this ordinance provides an alternative to processing and landfilling of scrap tires once salvage markets have been established.

ORDINANCE NO. 23

An ordinance to bring tire salvage operations under the regulatory program of the MSD Tire Ordinances; to authorize tire salvage centers; to assess and collect a fee for supervision of scrap tire salvage; and to establish criteria and procedures for authorization of tire salvage centers.

ORDINANCE NO. 23

An ordinance to bring tire salvage operations under the regulatory program of the MSD tire ordinances; to authorize tire salvage centers; to assess and collect a fee for supervision of scrap tire salvage; and to establish criteria and procedures for authorization of tire salvage centers.

THE MSD BOARD OF DIRECTORS ordains as follows:

SECTION I. Definition

Subsection 7 of Section I of Ordinance No. 3, as amended, is amended to read:

"'Salvage' means the use of a scrap tire in a new form or in its original form for purposes approved by the Metropolitan Service District other than as a motor vehicle tire."

SECTION II Delivery of Tires to a Tire Salvage Center

Section V of Ordinance No. 3, as amended, is amended to read:

"1. Tire Carriers subject to the permit requirements of this ordinance must deliver all those scrap tires picked up or transported by them for the purposes of disposal only to:

- a. A disposal site authorized by the Metropolitan Service District to accept tires in the form they are delivered;
- b. A processing center authorized by the Metropolitan Service District; or
- c. A tire salvage center authorized by the Metropolitan Service District.

2. Tire carriers shall obtain authorization from MSD for the removal of scrap tires for salvage outside of the MSD boundaries."

SECTION III. Delivery to Retreader

Subsection 3 of Section VI of Ordinance No. 3, as amended, is amended to read:

"Tires intended for retreading rather than disposal or salvage may be delivered to a retreading business; a tire retreading

business shall be considered a scrap tire generator for the purposes of this ordinance with respect to any tires disposed of by such business as waste."

SECTION IV.

Section V is added to and made a part of Ordinance No. 3, as amended.

SECTION V. Authorization of Tire Salvage Centers

Section XI A. The MSD Program Manager may issue certificates of authorization to accept tires for salvage to those tire salvage centers which demonstrate the technical and economic capacity to salvage scrap tires.

SECTION VI. Records Required for Tire Salvage Centers

Section XIV of Ordinance No. 3, as amended, is amended to read: "Every tire carrier, tire retailer, scrap tire generator, or owner of a disposal site, processing center, or tire salvage center shall keep such records or pertinent papers in such form as the Board may require and shall deliver such records or papers to the Board when requested. The Board or their designated agent may at any reasonable time enter onto the business premises of any carrier, retailer, disposal site or processing center for the purpose of inspecting such records or papers."

SECTION VII.

Section VIII is added to and made a part of Section I of Ordinance No. 11, as amended.

SECTION VIII. Definition of Tire Salvage Center

6. "Tire salvage center" means a place or piece of equipment authorized pursuant to Ordinance No. 3, as amended, to salvage scrap tires.

SECTION IX. Fee for Salvaged Tires

Section II of Ordinance No. 11, as amended, is amended to read:

"1. The fees approved and authorized in this section shall be used for the establishment and administration of the MSD Tire Processing and Disposal Program.

2. The Board of the Metropolitan Service District authorizes and approves a fee of 3 cents for the first 18 months after the effective date of MSD Ordinance No. 3 and a fee of 2 cents for the next 12 months, to be paid by the individual, general and special project processing centers, tire salvage centers and persons carrying scrap tires outside of the MSD boundaries for the purpose of salvage to the Metropolitan Service District for each motor vehicle tire."

SECTION X. Penal Bond for Tire Salvage Centers

Section IV of Ordinance No. 11, as amended, is amended to read:

"Every applicant for authorization to operate a special project processing center or tire salvage center shall execute a bond in the penal sum of \$1,000 in favor of the Metropolitan Service District. Said bond shall be executed by the applicant as principal and by a surety company authorized to transact surety business within the State of Oregon. Such bond shall be filed with the Board in accordance with the following conditions: In the carrying out of the business of special project processing center or tire salvage center, as the case may be, the principal shall comply with all of the provisions of this ordinance, Ordinance No. 3, as amended and Ordinance No. 4, and Ordinance No. 12, as amended, and any person injured by a failure so to comply may have a right of action on said bond in his own name; provided that such action be commenced within one year after the injury; but the surety on such bond shall not be liable thereunder to any person in an amount in excess of \$1,000."

SECTION XI.

Section XII is added to and made a part of Ordinance No. 12.

SECTION XII. Authorization for Tire Salvage Centers

2.4 Tire Salvage Centers

2.4.1 Application. Application for authorization to act as a tire salvage center or to carry scrap tires outside of the MSD boundaries for the purpose of salvage shall be completed on forms furnished by the MSD Program Manager. In addition to such other information as the MSD Program Manager may require, the applicant shall set forth:

1. The approximate number and size of tires to be salvaged or carried;
2. The estimated duration of the salvage operation;
3. Where and how the salvage operation will be carried out; and
4. A plan for disposal of any tires not salvaged.

2.4.2 Recipient of Salvaged Tires. Applicants shall furnish the MSD Program Manager a letter from the person accepting salvaged tires indicating:

1. The quantity desired;
2. Proposed use of the salvaged tires;
3. Willingness to furnish the MSD with a monthly accounting of tires accepted, certified as accurate; and
4. The eventual destination of the salvaged tires.

2.4.3 Permits. The MSD Program Manager shall evaluate all applications for tire salvage centers and grant authorization pursuant to Section XIA of MSD Ordinance No. 3, as amended. Permits shall be granted for a specified period of time but shall be revoked for failure to comply with MSD Ordinances No. 3, 4, 11, and 12, all as amended. A tire salvage center shall comply with applicable laws, regulations, ordinances, and permits and franchise agreements to which the tire salvage center is a party respecting the collection, transportation, and disposal of scrap tires.

2.4.4 Processing Fee. The tire salvage center shall make a monthly accounting to the MSD of the number of tires salvaged and transmit the appropriate funds to the MSD pursuant to Section II of Ordinance No. 11, as amended, with each accounting.

2.4.5 Records. All tire salvage centers shall submit on a monthly basis a certified count of all tires processed. The certified count shall be determined by an approved electronic or mechanical device. The tire salvage center shall also provide, on a monthly basis, an accounting of all tires disposed and not salvaged. All records pertaining to the salvage and disposal of tires shall be made available for inspection by the MSD at reasonable hours in accordance with Section XIV of MSD Ordinance No. 3, as amended.

2.4.6 Site Operation. The MSD Program Manager may require as part of its authorization of a tire salvage center that the tire salvage site be fenced by a site obscuring fence approved by the MSD Program Manager. Salvage of tires shall occur only during normal working hours.

2.4.7 Acceptance of Tires. A tire salvage center shall accept only tires that are capable of being salvaged.

2.4.8 Disposal of Tires Not Salvaged. The tire salvage center shall deliver all tires inadvertently accepted by it and not salvageable to a permitted general scrap tire processing center.

2.4.9 Variance. The Metropolitan Service District Program Manager may grant a variance of these standards of service on a temporary basis if an unplanned event occurs and upon written request from the tire salvage center or person carrying tires for salvage outside of the MSD boundaries.

V. EMERGENCY ORDINANCE NO. 22

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE METROPOLITAN SERVICE DISTRICT (MSD) AND THE COLUMBIA REGION ASSOCIATION OF GOVERNMENTS (CRAG) FOR MSD TO CONTRACT FOR OFFICE SPACE FROM CRAG; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT AFTER REVIEW BY LEGAL COUNSEL; AND DECLARING AN EMERGENCY.

PREVIOUSLY THE MSD BOARD AUTHORIZED THE MSD STAFF TO DEVELOP A LEASE AGREEMENT WITH CRAG FOR SPACE AT THE NEW CRAG LOCATION. THE FOLLOWING PAGES CONTAIN A PROPOSED AGREEMENT FOR 1710 SQ.FT. OF SEPARATE MSD STAFF SPACE. RENTAL COSTS FOR SPACE ARE WITHIN THE APPROVED 1974-75 BUDGET. HOWEVER, NEXT FISCAL YEAR ANNUAL COSTS FOR SPACE WILL BE APPROXIMATELY \$10,000 INSTEAD OF \$6,000 AS AUTHORIZED THIS YEAR. THIS IS DUE TO NEEDED EXPANSION OF 500 - 700 SQ. FT. FOR NEXT YEAR.

THE STAFF RECOMMENDS THE BOARD ADOPT ORDINANCE No. 22 AUTHORIZING MSD TO LEASE OFFICE SPACE FROM NOVEMBER 1, 1974 TO JUNE 30, 1974.

AMENDMENT TO STAFF REPORT

Adopted subject to legal counsel's amendments.

APPROVED METROPOLITAN
SERVICE DISTRICT
BOARD OF DIRECTORS

ACTION NO. 74-222

DATE 10-11-74

BY [Signature]
CLERK OF THE BOARD

ORDINANCE NO. 22

An ordinance approving an agreement between the Metropolitan Service District (MSD) and the Columbia Region Association of Governments (CRAG) for MSD to contract for office space from CRAG; authorizing the Chairman to sign the agreement after review by legal counsel; and declaring an emergency.

TITLE PAGE

ORDINANCE NO. 22

THE METROPOLITAN SERVICE DISTRICT ORDAINS:

Section 1. The Board approves the agreement between the Metropolitan Service District and the Columbia Region Association of Governments for the use of office space. A copy of this agreement is attached hereto and made a part of this Ordinance.

Section 2. The Board authorizes the Chairman to sign after review by legal counsel the attached agreement.

Section 3. The Board directs the Chairman to submit the approved agreement to CRAG for their approval.

Section 4. Immediate passage of this Ordinance being necessary for the orderly continuance of providing office space, an emergency is declared to exist, and this Ordinance takes effect upon passage.

Dated _____

Robert Schumacher, Chairman

James Robnett, Vice-Chairman

S U B L E A S E

DATED:

BETWEEN: Columbia Region Association of Governments (CRAG) Tenant

AND: Metropolitan Service District (MSD) Subtenant

The Subtenant wishes to lease from CRAG approximately 1,710 square feet of space on the third floor of the University Center Building situated at 527 SW Hall on Block 160, Portland Addition, in the City of Portland, County of Multnomah, State of Oregon.

CRAG subleases to MSD the described space for a term to expire on June 30, 1975, subject to renewal for an additional period of twelve (12) months. The rental shall be Five Thousand Two Hundred Dollars (\$5,200.00). Payment shall be made in advance each month for the month in the amount of Six Hundred Fifty Dollars (\$650.00). The rent for the additional 12 months option period, if exercised, will be Eight Hundred Seventeen Dollars and Ninety-five Cents (\$817.95) per month based on \$5.74 per square foot.

MSD may obtain up to four dedicated parking spaces from CRAG at no additional cost. Parking stalls for the additional 12 months option period, if exercised, shall be purchased at \$17.50 per space per month.

MSD agrees to abide by all applicable terms and conditions set forth in that certain lease agreement between U.S. Bancorp Realty and Mortgage Trust, an Oregon business trust, and Columbia Region Association of Governments dated August 12, 1974, a copy of which is attached hereto as Exhibit "A", and is incorporated herein by reference.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease the day and year first written above.

METROPOLITAN SERVICE DISTRICT

COLUMBIA REGION ASSOCIATION
OF GOVERNMENTS

by: _____

by: _____

STATE OF OREGON

COUNTY OF _____

} SS.

Personally appeared before me _____, who
stated that he is the _____ of METROPOLITAN
SERVICE DISTRICT, and that this lease was executed on behalf of
such organization pursuant to the authority vested in him.

Subscribed and sworn to before me this _____ day of _____, 1974.

NOTARY PUBLIC for Oregon
My Commission Expires:

STATE OF OREGON }
COUNTY OF _____ } SS.

Personally appeared before me _____, who stated
that he is the _____ of COLUMBIA REGION
ASSOCIATION OF GOVERNMENTS, and that this lease was executed on
behalf of such organization pursuant to the authority vested in
him.

Subscribed and sworn to before me this _____ day of _____, 1974.

NOTARY PUBLIC for Oregon
My Commission Expires:

OFFICE LEASE

DATED: August 7, 1974

BETWEEN: U. S. BANCORP REALTY AND MORTGAGE TRUST,
an Oregon business trust

LANDLORD

AND: COLUMBIA REGION ASSOCIATION OF GOVERNMENTS

TENANT

Tenant wishes to lease from Landlord the following described property, hereafter referred to as "the Premises":

Approximately 18,300 square feet of space, as shown on Exhibit B, on the third floor of the University Center Building situated at 527 S. W. Hall on Block 160, Portland Addition, in the City of Portland, County of Multnomah, State of Oregon.

If the Premises consist of a portion but not all of a building, the building housing the Premises is hereafter referred to as "the Building".

Landlord leases the Premises to Tenant for a term of sixty (60) months commencing ~~October 1, 1974~~ ^{November 1, 1974}, and continuing through September 30, 1979, at a rental of Eight Thousand Seven Hundred Fifty and no/100 Dollars (\$8,750.00) per month plus any increases under Paragraph 3 payable in advance on the first day of each calendar month commencing October 1, 1974. If Landlord consents in writing, Tenant may occupy the Premises prior to such commencement date upon payment of rent on a prorated basis and compliance with all terms of this lease.

Delivery of possession shall occur when the Premises are occupied by Tenant or are ready to be occupied by Tenant with all work to be performed by Landlord substantially completed. No notice shall be required from Landlord if the Premises are ready on the date set for commencement of the term or on the first business day thereafter. If Landlord is unable to deliver possession of the Premises to Tenant because of strikes, acts of God or any other cause beyond Landlord's control, then Tenant may take possession when Landlord notifies Tenant that the Premises are ready for possession, and the term of this lease shall commence on the first day of the first month following such date and continue for the specified number of months thereafter, notwithstanding the commencement and termination dates stated above. Tenant shall owe no rent until the Premises are ready for delivery of possession, and neither party shall have the right to terminate.

This lease is subject to the following additional terms to which the parties agree:

1. Use of the Premises.

(a) Tenant shall use the Premises as business offices for governmental agencies or as hereinafter provided on Page 3, Paragraph 7.

(b) In connection with its use, Tenant shall comply with all applicable laws, ordinances and regulations of any public authority; shall create no nuisance nor allow any objectionable liquid or noise to be emitted from the Premises; shall store no materials nor conduct any activities that will increase Landlord's fire insurance rates for the Premises; shall install only such machinery as is customary for general office use (not including electronic data processing equipment) and shall not overload the floors or electrical circuits of the Premises. Landlord shall have the right to approve in advance the installation of any power-driven machinery by Tenant and may select a qualified electrician whose opinion will control regarding electrical circuits and a qualified engineer or architect whose opinion will control regarding floor loads. Allowable floor load shall be seventy (70) pounds per square foot.

(c) No exterior signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or on any glass or woodwork.

of the Premises without Landlord's written approval as to design, size, location and color. All exterior signs installed by Tenant shall be removed upon termination of this lease with the sign location restored to its former state.

(d) Tenant shall not make any alterations, additions or improvements to the Premises, change the color of the interior or install any floor covering without Landlord's prior written consent. Any such additions, alterations or improvements, except for unattached movable trade fixtures, shall at once become part of the realty and belong to Landlord unless the terms of the applicable consent provide otherwise.

2. Utilities and Services; Maintenance.

(a) Landlord shall furnish to the Tenant water, sewerage, electricity, light, heat, air conditioning, elevator service and janitorial service. Said janitorial service shall be by Sunday through Thursday inclusive, and shall be sufficient for Tenant's proper and comfortable occupancy of the Premises for normal office use.

(b) Landlord shall repair and maintain the Building structure, foundation, roof, gutters, exterior walls, halls, stairways and entryway and any landscaping or common facilities in clean and serviceable condition. Landlord shall also repair and maintain elevators, heating and air conditioning machinery, door and window hardware, plumbing, switches, light fixtures (including replacement of lamps), and wiring except for damage caused by Tenant's negligent use or breach of this lease. Ordinary maintenance of carpets and floors shall also be performed by Landlord.

(c) Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making required repairs. Landlord shall have no liability for failure to perform required maintenance and repair unless notice of the needed maintenance or repair is given by Tenant and Landlord fails to remedy the problem within a reasonable time. Landlord shall have no liability for interference with Tenant's use by needed repairs and installations provided these are performed in a manner so as to cause a reasonable minimum of interference to Tenant. Tenant shall have no claim against Landlord for any interruption of services caused by circumstances beyond Landlord's reasonable control.

(d) Landlord shall maintain the interior of the Premises in neat, clean and good condition at all times and shall replace all broken glass with glass of the same quality and shall repair all damage to the Premises other than damage specifically caused by the Tenant or its employees.

3. Taxes; Operating Expense Increases.

(a) Tenant shall pay all personal property taxes assessed against its property or trade fixtures on the Premises.

(b) Landlord shall pay all real property taxes and assessments levied against the property.

(c) Any increase or decrease in real property taxes as against the base tax year 1974-75, and any increases or decreases in the Landlord's cost of supplying the Premises with janitorial service, elevator maintenance or garbage service as against said costs for the first year of this lease will be subject to adjustment as follows: All adjustments will be made on the anniversary date of the lease and if there are increases or decreases over the base figures as outlined above for the second year of the lease or any of the following years, the monthly rental for the next succeeding year will be increased or decreased by 1/12 of the annual increase or decrease in taxes and cost of supplying the above-defined services. The Tenant's proportion of said increases or decreases shall be measured by the ratio between the rentable area of the building, which is 78,500 square feet, and the rentable area occupied by the Tenant, which is 18,300 square feet.

(d) If during the lease term a tax is assessed upon the Landlord's interest under this lease which is in lieu of the ad valorem real property tax, then to the extent permitted by law, Tenant shall pay a portion of the new tax equivalent to the portion of the ad valorem taxes which it was paying under Paragraph 3(c) prior to the imposition of such tax. Tenant, however, shall have no obligation to pay any income, profits or franchise tax levied upon the net income derived by Landlord from this lease.

4. Tenant's Indemnification.

Tenant shall not allow any liens to attach to the Premises as a result of its activities. Tenant shall hold Landlord harmless from and defend Landlord against any and all claims or liabilities for any injury or damage to any person or property whatsoever occurring in, on or about the Premises or any part thereof when such injury or damage shall be caused in part or in whole by the act, neglect, fault of or omission of any duty with respect to the same by Tenant, its agents, servants, employees or invitees.

5. Casualty Damage.

(a) If fire or other casualty causes damage to the Building or the Premises in an amount exceeding 30 percent of the full construction-replacement cost of the Building or Premises respectively, Landlord may elect to terminate this lease as of the date of the damage by notice in writing to Tenant within 30 days after such date. Otherwise, Landlord shall promptly repair the damage and restore the Premises to their former condition as soon as practicable. Rent shall be abated during the period and to the extent the Premises are not reasonably usable for the use permitted by this lease.

(b) Landlord shall be responsible for insuring the Premises and Tenant for insuring its personal property and trade fixtures located on the Premises. Neither party shall be liable to the other for any loss or damage caused by water damage or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

6. Condemnation.

If a condemning authority takes the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that title passes to the condemning authority. Otherwise, Landlord shall proceed as soon as practicable to restore the remainder of the Building. Rent shall be abated during the period of restoration to the extent the Premises are not reasonably usable by Tenant, and rent shall be reduced for the remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, except for any sums specifically awarded to Tenant for relocation expenses. Notwithstanding anything to the contrary in this paragraph, any termination under this paragraph shall be without prejudice to the right of the Tenant with respect to leasehold improvements belonging to the Tenant.

7. Assignment and Subletting.

Tenant shall not assign or mortgage its interest under this lease or sublet the Premises without first obtaining Landlord's consent in writing. No consent in one instance shall prevent this provision from applying to each subsequent instance. This provision shall apply to all transfers by operation of the law including but not limited to mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to sublease certain areas of the demised premises to Portland Metropolitan Area Boundary Commission, Metropolitan Service District, Comprehensive Health Planning Association for the Metropolitan Area, or in lieu of the latter, to sublease that certain area consisting of approximately 1,710 square feet situated north of Column Line B as shown on Exhibit B attached, to any other subtenant which is acceptable to the Landlord.

8. Default.

Any of the following shall constitute a default by Tenant under this lease:

(a) Tenant's failure to pay rent or any other charge under this lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

(b) Tenant's insolvency; assignment for the benefit of its creditors; Tenant's voluntary petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Tenant's properties.

9. Remedies for Default.

In case of default as described in Paragraph 8 above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) Retake possession of the Premises by summary proceedings and relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a surrender of Tenant's leasehold interest.

(b) Recover damages caused by Tenant's default which shall include reasonable attorneys' fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease equal to the difference between the rent under this lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of 6 percent per annum.

(c) Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant, plus interest from the date of the expenditure at the rate of 10 percent per annum from the date of the expenditure.

10. Surrender on Termination.

(a) On expiration or early termination of this lease, Tenant shall deliver all keys to Landlord and surrender the Premises broom clean and in the same condition as at the commencement of the term subject only to depreciation and wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may dispose of it in any manner without liability.

(b) If Tenant fails to vacate the Premises when required, Landlord may elect either to treat Tenant as a Tenant from month to month, subject to all provisions of this lease except the provision for term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover.

11. Landlord's Liability.

(a) Landlord warrants that so long as Tenant complies with all terms of this lease, it shall be entitled peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord or persons claiming through landlord.

(b) U. S. Bancorp Realty and Mortgage Trust is the designation of the Trust and its trustees under a Declaration of Trust dated March 1, 1972, as amended, filed with the Corporation Commissioner of the State of Oregon. All persons dealing with the Trust must look solely to the property and assets of the Trust for the payment of any claims against the Trust or for the performance of any obligation of the Trust as neither the trustees, shareholders, employees, officers nor agents of the Trust assume any personal liability for obligations entered into on behalf of the Trust, and their respective properties shall not be subject to the claims of any person in respect of any such liability or obligation.

(c) Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants.

12. Regulations.

Landlord shall have the right to make and enforce reasonable regulations consistent with this lease for the purpose of promoting safety, order, cleanliness, and good service to all Tenants of the Building. Copies of all such regulations shall be furnished to Tenant and shall be complied with as if part of this lease.

13. General Provisions.

(a) Waiver by either party of strict performance of any provision of this lease shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

(b) Subject to the limitations on transfer of Tenant's interest, this lease shall bind and inure to the benefit of the parties, their respective heirs, successors and assigns.

(c) Landlord shall have the right to enter upon the Premises at any time by pass-key or otherwise to determine Tenant's compliance with this lease, to perform necessary maintenance and repairs to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. Such entry shall be at such times and in such manner as not to interfere with the reasonable business use of the Premises by Tenant. During the last two months of the term, Landlord may place and maintain upon the Premises notices for leasing or sale of the Premises.

(d) If this lease commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent (including Tenant's share of increased operating costs, if any) shall be prorated as of such date, and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

(e) Tenant shall within 10 days following Landlord's written request, deliver to Landlord a written statement specifying the date to which the rent and other charges have been paid, whether the lease is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord. If any mortgage is placed against the Building or the Premises, no foreclosure of the mortgage shall permit Tenant to terminate this lease provided the mortgagee complies with all Landlord's obligations.

(f) Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

Landlord - U. S. Bancorp Realty and Mortgage Trust
P. O. Box 4387
Portland, Oregon 97208

Tenant - Columbia Region Association of Governments
527 S. W. Hall Street
Portland, Oregon 97201

(g) Whenever Landlord's consent or approval is required under this lease, Landlord shall promptly exercise its judgment in a reasonable manner following Tenant's request and said consent or approval shall not be unreasonably withheld.

14. Recording.

This lease shall not be recorded without the written consent of Landlord. Landlord, however, agrees to execute and deliver, at the request of Tenant, a short form of this lease in recordable form sufficient to protect the interest of Tenant under this lease.

15. Preparation for Occupancy.

Prior to the date set for commencement of the term, Landlord shall cause the following work to be performed to the Premises in a good and workable manner:

According to Exhibit A attached.

16. Parking.

August 9, 1974 L.R. Q.T.
Tenant has entered into a Parking Lease with Robert Rowe dated July 1, 1974, for 40 parking spaces at University Center parking garage at the rate of \$17.50 per parking space per month. Landlord agrees that if, during the term hereof, Robert Rowe should fail to furnish to Tenant the 40 parking spaces pursuant to such Parking Lease, Landlord will lease an equivalent number of unattended parking spaces to Tenant at the same rate for the remainder of the term of subject lease, or will arrange for such a parking lease for Tenant from a third party.

17. Renewal Option.

If not in default, Tenant shall have the option to renew this lease for an additional five-year term by giving written notice of intent to renew at least 90 days prior to expiration of the original term. All provisions of this lease shall apply during the renewal period except that rental for the renewal period shall be an amount agreed upon by the parties prior to commencement of the term.

18. Attorneys' Fees.

If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorneys' fees, including a reasonable attorney's fee on any appeal from a decision of a trial court.

19. Tenant's Liability.

Columbia Region Association of Governments (CRAG), a municipal corporation of the State of Oregon, formed under the authority of ORS 197.705 to 197.795, is a regional planning agency created by the Oregon Legislative Assembly for the purpose of providing coordinated regional planning in a designated metropolitan area. Its membership consists of certain designated governmental units. All persons dealing with CRAG must look solely to CRAG for any claims against CRAG or for the performance of any obligation of CRAG, as neither the Members, Associated Members, Members of the General Assembly, Members of the Board of Directors, Employees, or Agents of CRAG assume any personal liability for obligations entered into on behalf of CRAG and shall not be subject to any claim of any person in respect to any liability or obligation of CRAG.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this lease the day and year first written above.

U. S. BANKERS REALTY AND
MORTGAGE TRUST (LANDLORD)

COLUMBIA REGION ASSOCIATION OF
GOVERNMENTS (TENANT)

By Robert J. James

By Harry Rice

By J. J. J. J. J.

By _____

STATE OF OREGON

County of Multnomah)
) ss.

Personally appeared before me Larry Rice and
who stated that ^{he is} they are the

Executive Director and _____,

respectively, of COLUMBIA REGION ASSOCIATION OF GOVERNMENTS and that this
lease was executed on behalf of such organization pursuant to the authority
vested in ^{him} ~~them~~.

Subscribed and sworn to before me this 13 day of August, 1974.

Margaret H. Murlin

Notary Public for Oregon

My commission expires: 11-1-75

STATE OF OREGON

County of Multnomah)
) ss.

Personally appeared before me James F. Kavanagh and

Robert J. James who stated that they are the

President and Assistant Treasurer,

respectively, of U. S. BANCORP REALTY AND MORTGAGE TRUST and that this
lease was executed on behalf of such organization pursuant to the authority
vested in them.

Subscribed and sworn to before me this 19th day of August, 1974.

Malvina E. Benson

Notary Public for Oregon

My commission expires: 2-17-75

VI. COATES FIELD SERVICE REPORT

THIS IS A REPORT ON THE THREE MONTHS WORK PERFORMED BY THE MSD RIGHT-OF-WAY AGENT, JOHN COOPER. HIS WORK IS COMPLETED AS OF OCTOBER 15, 1974.

NO ACTION IS REQUIRED.



October 4, 1974

Metropolitan Service District
6400 S.W. Canyon Court
Portland, Oregon 97221

Attn: Mr. Charles Kemper

Gentlemen:

The contract between Coates Field Service, Inc. and the Metropolitan Service District is terminating October 15, 1974 as originally scheduled.

Work performed by the Property Consultant assigned to the MSD staff is as follows:

1. Recommended acquisition policies and program to fully comply with existing Federal and State of Oregon legislation.
2. Provided pamphlets stating acquisition policies recommended.
3. Provided right of entry forms and purchase option forms for use in obtaining the desired real property rights.
4. Secured Title Reports for properties considered as probable transfer station sites. Reviewed Title Reports for possible conflicts and provided copies needed for State application for funds.
5. Prepared value estimates for each of the primary transfer station sites as required for state funding application.

GENERAL OFFICE

WASHINGTON, D.C. 20005
925 WASHINGTON BLDG.

4800 N. SANTA FE AVENUE
POST OFFICE BOX 25277
OKLAHOMA CITY, OKLA. 73125

REDWOOD CITY, CALIF. 94062
43 WOODSWORTH AVENUE

ATLANTA, GEORGIA 30303
THE HARTFORD BUILDING

POST OFFICE BOX 29039
COLUMBUS, OHIO 43229

6. Contacted owners of those sites where resistance to MSD acquisition was expected.

In general, the property section established for the Metropolitan Service District has the forms, policies and procedures to continue the acquisition program when funding is available.

Very truly yours,


John Cooper
Property Consultant

JC/cle

VII. LAND ACQUISITION POLICIES

AS A RESULT OF THE RIGHT-OF-WAY AGENT WORK, TWO POLICIES WERE DEVELOPED FOR ACQUISITION AND RELOCATION. THE FOLLOWING PAGES CONTAIN THE POLICIES AND PROCEDURES FOR LAND ACQUISITION AND RELOCATION IF REQUIRED BY MSD.

THE STAFF RECOMMENDS APPROVAL OF THE PROPOSED POLICIES FOR USE BY MSD.

AMENDMENT TO STAFF REPORT

A quorum was not present. No formal action taken. Chairman directed that the two policies be reviewed by the SWC and placed on a later Board agenda. Legal counsel felt that the policies were inappropriate in their present form and should be revised.

METROPOLITAN SERVICE DISTRICT

RELOCATION

POLICY

RESOLUTION NO. 12



RELOCATION POLICY

METROPOLITAN SERVICE DISTRICT

On January 2, 1971, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 was signed into law. Because of the increased benefits and the wide scope of this new law, it was necessary for the State Legislature to pass House Bill 1933 so that the State could comply with the new requirements of Federal relocation legislation.

The Metropolitan Service District policy requires that no family or individual will be required to vacate any dwelling until such displacee has found or been offered adequate replacement housing.

All replacement housing offered will be fair housing open to all persons regardless of race, color, religion, sex, or national origin. Fair housing will be available to all affected persons regardless of race, color, religion, sex, or national origin.

The Federal Environmental Protection Agency sets forth the same requirements for Federally-assisted projects.

Relocation legislation, because of its wide open scope, is somewhat complicated and difficult to read and interpret. For the benefit of those who are affected by the Districts property acquisition, this leaflet summarizes the principal provisions of relocation services and benefits to which relocatees are entitled. The right-of-way agent assigned to purchase a property will have detailed information for displaced persons.

RELOCATION SERVICES

For the service and convenience of those affected by solid waste facilities, the Service District maintains its office in the following location.

6400 S.W. Canyon Court
Portland, Oregon 97221
Telephone - 297-3726

Displaced persons should personally visit or telephone the office when help in relocation is needed. The office can make available current lists of replacement dwellings, businesses, and farms for displaced persons, as well as current data on required deposits for utilities, closing costs, typical down payments, interest rates, and FHA and VA requirements and information. An experienced right-of-way agent is available to aid displaced persons to the fullest extent.

The Metropolitan Service District has no interest in the replacement dwelling and will not act as a broker in any transaction. The actual purchase or rental of a replacement dwelling is a transaction between the displaced person and the owner or broker of the property. Right-of-way agents do not expect and will not accept any fee for any service rendered.

INDIVIDUAL AND FAMILY MOVING EXPENSES

Any individual or family displaced by the District is entitled to receive a payment for reasonable expenses of moving personal property up to a distance of 50 miles.

In order to obtain a moving expense payment, a displaced person must file a written claim with the District on a form provided for that purpose. Only those individuals or families in occupancy at the start of negotiations for the property are eligible to receive the payment. In some cases, where it is to the benefit of the displaced person, written prearrangement with the Service District will allow the displaced person to present an unpaid commercial moving bill and the District will make payment directly to the mover. Residential moving costs may also be claimed according to a set schedule based upon the number of rooms of furniture to be moved.

RESIDENTIAL MOVING SCHEDULE

Unfurnished
(Relocatee owns furniture)

\$60 (1 rm.)	\$140 (3 rm.)	\$220 (5 rm.)
\$100 (2 rm.)	\$180 (4 rm.)	\$260 (6 rm.)
Seven or more rooms - \$300		

APPEALS

Any relocatee who is dissatisfied with any ruling on his eligibility or claim for any relocation benefit payment shall have the right of appeal. Appeal forms can be secured from the right-of-way agent who is handling the property acquisition. Appeals must be filed with the board within one year after the date of displacement.

Any person making such an appeal will be given full opportunity to be heard at an appeal hearing arranged to examine his complaint. A prompt decision will be provided giving reasons in support of the result reached.

RIGHT OF WAY AGENT

Relocatees will be given detailed information regarding their eligibility and possible benefits by the right-of-way agent assigned to acquire the property. Persons reading this leaflet are urged not to form advance opinions as to the amount of benefits to which they may be entitled. Many conditions must exist and certain criteria must be

met before eligibility can be established and payment benefits determined.

Only the right-of-way agent assigned to acquire a particular property has all the information necessary to permit a final determination of relocation benefits. His services are always available to the relocatees, and he should be contacted for authentic, accurate, and reliable information regarding all relocation matters.

Furnished

(Relocatee does not own furniture)

\$15 per room up to a maximum of \$300

MOBILE HOME MOVING SCHEDULE (Based upon total floor area)

Amount of Payment	Square Foot Area
\$100	Up to 200 sq. ft.
\$200	201 sq. ft. - 600 sq. ft.
\$300	More than 600 sq. ft.

In addition to the moving payment based on a room count or mobile home square-foot area, a dislocation allowance of \$200 will be paid.

BUSINESS, FARM, & NONPROFIT ORGANIZATION MOVING EXPENSES

Displaced businesses, farm operations, and nonprofit organizations are entitled to receive actual reasonable moving expenses for moving personal property a distance not to exceed 50 miles. The actual and reasonable cost of searching for a replacement location may be claimed up to \$500 for a farm or business and up to \$100 for advertising sign companies. Such payments must be supported by receipted bills or other evidence of expenses incurred.

As an alternate moving expense procedure, in the case of a self move, the business, farm operation, or nonprofit organization may be paid an amount to be negotiated between the District and the displaced business, farm operation, or nonprofit organization. This payment cannot exceed the lower of two firm bids secured by the Service District from competent moving companies.

Under certain conditions, businesses, farms and nonprofit organizations may receive payments for direct losses of tangible personal property resulting from the necessity to relocate.

In lieu of moving expense payments, a displaced or discontinued business or farm operation, except advertising sign owners, may, under certain conditions, elect to receive an amount equal to the average annual net earnings of the business or farm operation during the two tax years immediately preceding the year in which such business or farm operation is displaced. The payment cannot exceed \$10,000 and will not be less than \$2,500. Those who choose the "in lieu" payment are not eligible for any other relocation benefit payment.

STORAGE OF PERSONAL PROPERTY

Occasionally, unusual circumstances may make the storage of personal property mutually beneficial to the displaced owner and the District. The cost of such storage may qualify for a payment in addition to the actual moving expense payments. It should be clearly understood that those dislocatees accepting the schedule or in lieu moving expense payment are not eligible to receive the storage expense benefit. This additional benefit requires the written approval from the District and may not exceed six months.

REPLACEMENT HOUSING

A displaced owner-occupant of a dwelling actually owned and occupied by the owner for not less than 180 days immediately prior to the initiation of negotiation of such property may be eligible for additional payments, the combined total of which may not exceed \$15,000. This payment is the amount necessary to purchase replacement housing, to compensate the owner for increased interest costs he is required to pay for financing the replacement dwelling where a valid mortgage has been in effect 180 days or more prior to initiation of negotiations for the parcel, and to reimburse the owner for the actual closing costs incidental to the purchase of replacement housing. Necessary deposits for taxes and insurance are not considered as closing costs.

The replacement housing payment is the amount, if any, when added to the amount for which the District acquired his dwelling, equals the actual cost which the owner is required to pay for a decent, safe, and sanitary dwelling or the amount determined by the District as necessary to purchase a comparable dwelling, whichever is less.

In those cases where an owner-occupant chooses to rent instead of own a replacement dwelling, he may, under certain conditions, become eligible for a lesser payment which may not exceed \$4,000.

A displaced owner-occupant of a dwelling actually owned and occupied by the owner for more than 90 days but less than 180 days or a tenant-occupant of more than 90 days immediately prior to initiation of negotiation for such property may be eligible for additional payments, the combined total of which may not exceed \$4,000. This payment is

the amount necessary to make a down payment on the purchase of a replacement dwelling and to reimburse the relocatee for the actual closing costs incidental to the purchase of the replacement dwelling. Necessary deposits for the taxes and insurance are not considered as closing costs. In those cases where an owner-occupant of less than 180 days and more than 90 days or the renter-occupant of more than 90 days chooses to rent instead of purchasing a replacement dwelling, he may, under certain conditions, become eligible for a payment up to \$4,000 to enable him to rent a decent, safe, and sanitary replacement dwelling.

To be eligible for these benefits, the displaced occupant must occupy a decent, safe, and sanitary replacement dwelling within one year subsequent to the required date of displacement from the dwelling unit acquired by the Service District.

Claims for housing additives and rent supplements must be made in writing on a form supplied for this purpose and must be filed with the District no later than 18 months after the date of displacement or six months after final adjudication of a condemnation case.

Before payments for any replacement dwelling benefits can be made, the replacement dwelling must be inspected by the Districts personnel to ascertain that it meets the decent, safe, and sanitary standards established by the Federal Environmental Protection Agency.

POSSESSION

No person lawfully occupying real property shall be required to move from his home, farm, or business location without at least 90 days written notice of the Districts intent to acquire the property and a subsequent 30 day written notice of the intended vacation date.

METROPOLITAN SERVICE DISTRICT

L A N D

A C Q U I S I T I O N

P O L I C Y

RESOLUTION NO. 13



ACQUIRING LAND FOR SOLID WASTE FACILITIES
A DESCRIPTION OF THE METROPOLITAN SERVICE DISTRICT'S
LAND ACQUISITION POLICY

The continuing and increasing demand for expanded Solid Waste facilities in the Metropolitan Area imposes upon the Metropolitan Service District the difficult task of acquiring land to meet this need. It is the aim and desire of the District to obtain these necessary land rights with fairness and equity to all.

The District is empowered to acquire private property for public use in order to provide the greatest good for the greatest number. With this power goes the obligation to protect the rights of the individual property owner. The Metropolitan Service District thus has a dual responsibility--recognition and protection of the individuals who are affected by acquisition of land and competent and efficient service to the public.

APPRAISAL PROCEDURE

MSD's appraisal procedures, which are designed to protect both the property owner and the taxpayer's dollar, call for an appraisal of every parcel of land. These appraisals are performed by a staff appraiser, a professional fee appraiser, or both. When business and commercial properties are involved, more appraisers may be assigned. The property owner or his designated representative will be given an opportunity to accompany the appraiser during his inspection of the property.

The appraisers consider every indicator of value. Their differences in findings, if any, are studied and reconciled. The results are checked by the District officials and then approved for acquisition.

This thoroughness, plus the busy work schedules of the professional fee appraisers, explains the occasional delays between the time of the appraisal and the arrival of the Property Agent.

THE RIGHT OF WAY AGENT

The Property Agent who calls on the property owner has studied the appraisal and can illustrate with maps and other data how the property acquisition will affect the property. The Agent has been authorized to recommend a price and obtain a contract to purchase the property, which contract is subject to approval of his supervisors and the Board of Directors. It should be noted that the Agent is unable, under the procedures governing him, to engage in "horse trading"; he is confined to those monetary values indicated by appraisal.

It is desirable to complete acquisition and transfer as soon as possible, but not at the expense of the owner's thoughtful consideration of the District's proposal.

MARKET VALUE

Before the initiation of negotiations for real property, the MSD will establish an amount which is believed to be just compensation and will make a prompt offer to acquire the property for the full amount so established. In no event will the amount be less than the approved appraisal of the fair cash market value of the property. Fair cash market value may be defined as the price a willing buyer would pay for a property offered by a willing seller, with neither party having any obligation to either buy or sell. This is known as the "willing buyer-willing seller" concept and is the basis for "market value".

In instances in which only a portion of a property is to be acquired, the compensation is based on either the value of the land taken and damages to the remainder, if any, or the "before-and-after" method. This means that the owner's loss is equal to the difference in the market value of his property before the District's acquisition and its market value immediately thereafter.

Any decrease or increase in the fair cash market value of the real property prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.

Property damage payments, under Oregon law, can be made only to those persons whose property is actually taken or used by the Metropolitan Service District.

QUESTIONS AND ANSWERS

ACQUISITION

1. What authority does the Property Agent have in acquiring the property?
The Agent has authority to attempt to agree as to price and to submit his recommendation for presentation to the Board of Directors of the MSD.
2. Can the Property Agent make a formal offer for the property?
No, he cannot. Only the Board of Directors has authority to make an offer. The Agent may recommend a price for the necessary parcel.
3. Is earnest money received if contract is signed?
No. If the contract is accepted by the Board of Directors, the amount involved is mailed after the processing of the

option and/or deed to escrow.

4. What course does the property owner have if negotiations fail?
He has the right to have a jury hear the case and make an award.

PAYMENT

1. Who prepares the deed and clears the title?

The MSD office prepares and records most of the documents necessary to convey clear title; however, it is the property owner's obligation to secure signatures on any documents which may be necessary to provide clear title.

2. How does the property owner know the MSD will fulfill its obligation?

The contract is binding even after the deed is signed. The District is bound by this agreement as to its own obligations; and, by the same token, it cannot exceed the authority contained therein.

3. Can the property owner rent or buy buildings?

Unless other specific arrangements are made, buildings will be sold at public auction after proper notification in the newspapers. All sales and rentals are handled by the MSD.

VALUE

1. How does the District arrive at the value of the property?
Real estate appraisals are prepared and submitted by staff or fee appraisers, or both.

A staff appraisal is one which is prepared by an employee of the District who is qualified by education, training, and experience to make property appraisals.

A fee appraisal is one prepared by a professional appraiser who is employed for a particular job. He is not a District employee, but an independent appraiser whose services are generally available to anyone wishing to retain him.

MOVING IMPROVEMENTS

The law states that the property owner is entitled to money for his property. However, if he wishes to have his house or buildings moved, this may be done provided certain conditions are met.

The property owner must agree to such a move, and the total cost to the District must be less than a cash purchase.

The property owner must make his own arrangements for moving the building. The District is not able to undertake the work nor to contract the work for the owner.

PAYMENT

An understanding of the processing of a signed agreement and the payment by check will alleviate some of the concern about a seemingly delayed payment.

The purchase agreement must be approved by the Board of Directors. After approval, the property owner is notified of acceptance and conveyance of the title and payment may proceed. Payment will be made when a warranty deed conveying clear title is recorded in the appropriate County records.

Any encumbrances to the title, such as unpaid taxes, assessments, mortgages, outstanding leases, or the like, must be cleared by releases prior to recordation of the deed. At the time the deed is available for recording, the District or Escrow will prepare a check in payment for the property. Under normal circumstances, in which no cloud obscures the title, about four weeks elapse between the time a contract and/or deed is received from the property owner and the time a check is mailed to him.

Ordinarily, District possession of property will not be required until 30 days after payment is tendered unless the owner has voluntarily agreed to earlier possession. In the event the property owner is unable to convey and clear title satisfactorily to the District or in the event the District and the property owner cannot reach a mutually-satisfactory agreement, a condemnation action will be filed and the amount established by the District as just compensation will be deposited with the court for distribution in accordance with the order of the court.

POSSESSION

At the time negotiations are commenced with a property owner, all tenants on the property as well as the owner will be notified in writing that it is the intent of the District to acquire the property. Both tenant and owner will be advised in writing that it will not be necessary to give up possession of the property as far as the District is concerned during the ensuing 90-day period. The notice in writing will further state that possession may be required by the District at any time after the 90-day period; however, the actual date for vacating the property will be stated in a second written notice.

The District is aware of the need of a reasonable time for relocation. If a property is not needed for several months, continued occupancy may be permitted at a reasonable rental through the District.

EMINENT DOMAIN

The property owner need not accept the District's offer or enter into an agreement he feels to be unfair. A refusal is simply a case of disagreement between the two parties on the value of the property. The MSD, in expenditure of public funds, is restricted to competent appraisals in ascertaining fair cash market value.

Only in the event the parties are unable to agree as to the compensation to be paid, or the owner cannot clear title, will a condemnation suit be filed. Time for an extended discussion on some projects may not be available if the District and the users are to avoid the loss of considerable money due to any delay in a project. Discussions can, of course, continue even after a suit is filed. The filing of the suit permits the District, under Oregon law, to authorize the contractor to enter on the property.

DISTRICT OFFICE

For the service and convenience of those affected, the Metropolitan Service District maintains a fully-staffed office in the following location.

6400 S.W. Canyon Court
Portland, Oregon 97221
Telephone 297-3726

Persons having questions concerning property matters are encouraged to contact this office.

HARDY, BUTTLER, McEWEN, WEISS & NEWMAN

(FOUNDED AS CAKE & CAKE-1886)

ATTORNEYS AT LAW

1408 STANDARD PLAZA

PORTLAND, OREGON 97204

HERBERT C. HARDY
JOHN H. BUTTLER
DONALD W. McEWEN
ROBERT L. WEISS
JONATHAN U. NEWMAN
JOHN R. FAUST, JR.
JOSEPH J. HANNA, JR.
DEAN P. GISVOLD
GEORGE C. REINMILLER
ROBERT D. RANKIN
THOMAS L. GALLAGHER, JR.
VICTOR W. VANKOTEN
ALBERT J. BANNON
ROBERT B. SMITH
LEROY H. HEMMINGWAY
JOSEPH S. VOBORIL
LINDA L. JANIK

TELEPHONE 226-7321
AREA CODE 503

RALPH H. CAKE
(1891-1973)
NICHOLAS JAUREGUY
(1896-1974)

October 7, 1974

RECEIVED
OCT 9 1974

METRO SERVICE DISTRICT

Mr. Charles C. Kemper
Metropolitan Service District
6400 S. W. Canyon Court
Portland, Oregon 97221

Re: Relocation Policy

Dear Chuck:

We have reviewed the two draft documents concerning relocation and procedures for acquiring land for solid waste facilities, and we have the following comments.

Relocation Policy.

Though it may be wise for the MSD to adopt a relocation policy, in our opinion it is not required to do so. The 1971 Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act required states to adopt certain policies when relocating persons displaced by federally assisted projects. The state of Oregon adopted conforming legislation in 1971, which is now incorporated in ORS 281.060 through 281.100. There is, however, no requirement that a conforming relocation policy be adopted when a project is not federally financed or when federal funds are not available for relocation assistance. Since implementation of the Solid Waste Management Plan contemplates no use of federal funds, it is our opinion that a relocation assistance policy in conformance with the federal policy is not required.

ORS 281.100 allows municipal corporations such as the MSD to adopt relocation policies and pay relocation assistance not to exceed that provided by the state for federally financed projects. Thus, there is no question that MSD has the authority to adopt a policy and make relocation payments.

The only relocation payment required of the MSD by statute is contained in ORS 281.050 which required payment for the actual and reasonable cost of moving household goods when residential property is taken by a municipal corporation.

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Despite the disclaimers in the draft relocation pamphlet, it is reasonable to expect potential relocatees to view the policy as a statement of what the MSD will pay them. Adoption of this pamphlet as MSD policy may bind the MSD to pay the amounts listed in the schedules. Because it is often unclear what is the legal effect of adoption of policy, we recommend that the draft pamphlet not be adopted as MSD policy.

The board should first decide whether it will provide relocation benefits. Assuming the board decides in favor of providing such benefits, the board may want to follow the federal guidelines or establish its own under existing state law. If the federal guidelines are followed, the pamphlet could serve as a guideline for the MSD staff. It seems more appropriate to treat the relocation matters on a case by case basis because of the limited number of potential "relocations" and the probability that most "relocations" will involve commercial or industrial property.

Our specific comment on the draft relocation pamphlet is as follows:

1. The first paragraph of page one should be eliminated as irrelevant.
2. The second paragraph is inaccurate, as the MSD has adopted no policy on relocation.
3. Paragraph four of page one is irrelevant.
4. In paragraph six of page one replace "sewerage", with "solid waste management."
5. On page four in the second paragraph, it is not clear what is being referred to by the word "schedule."
6. Paragraph four of page four is confusing as written. As it now reads, it guarantees that a relocatee will be able to afford housing comparable to that which he is vacating only if he is accustomed to living in premises which are not decent, safe and sanitary. If that is the intent of the paragraph, it should be reworded to be more clear, possibly with examples.
7. Paragraph five on page four makes reference to "certain conditions" under which an owner occupant may become eligible to receive a sum not to exceed \$4,000. These conditions are not spelled out and the formula for determining the extent of the benefit is not clear.

Land Acquisition Program.

Our comments above on the adoption of policy statements are also pertinent to the land acquisition pamphlet and policies. Once again, because of the limited number of acquisitions and

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the probability that in most acquisitions you will be dealing with owners who have a good, if not sophisticated, understanding of condemnation, appraisals, etc. we do not think the board should adopt and distribute the proposed land acquisition pamphlet. If you have any questions on this matter, please call.

Very truly yours,

Dean P. Gisvold
Dean P. Gisvold

DPG:pw

VIII. PRE-DESIGN COST DATA

THE MSD ENGINEERING CONSULTANTS, COR-MET, WILL PRESENT TO THE MSD BOARD, THE PRE-DESIGN INFORMATION FOR FIRST OBLIGATION REQUEST FROM THE DEQ. ALSO PRESENTED WILL BE A COR-MET DISCUSSION ON OTHER SYSTEM OPTIONS THAT MSD SHOULD CONSIDER.

THE STAFF RECOMMENDS THAT THE MSD BOARD DIRECT THE SOLID WASTE COMMITTEE TO REVIEW THE MATERIAL AND PRESENT TO THE MSD BOARD A RECOMMENDED OPTION AND COURSE OF ACTION. THIS RECOMMENDATION SHOULD INCLUDE A FINANCING APPROACH THAT WILL BE VIABLE IN THE AREA.

AMENDMENT TO STAFF REPORT

A quorum was not present. Item sent back to SWC for review.

IX. TRANSFER/MILLING STATION ENVIRONMENTAL ASSESSMENT

THIS AGENDA ITEM WILL BE UTILIZED TO DISTRIBUTE
THE MSD TRANSFER/MILLING STATION ENVIRONMENTAL
ASSESSMENTS RECENTLY COMPLETED BY COR-MET.

NO ACTION IS REQUIRED.

X. JOHNSON CREEK DRAINAGE BASIN REPORT

THE FOLLOWING PAGES CONTAIN A STAFF REPORT ON THE PROGRESS OF THE REQUESTS FROM LOCAL JURISDICTIONS FOR FINANCIAL SUPPORT OF THE JOHNSON CREEK DRAINAGE PROGRAM.

NO ACTION IS REQUIRED.

MSD STAFF REPORT

JOHNSON CREEK

On July 26, 1974 the Board of Directors of the Metropolitan Service District authorized the staff to request financial support from Gresham, Portland, Multnomah County, Clackamas County and the State of Oregon for a Drainage Management Program in the Johnson Creek Basin.

At this writing there is little official word to report regarding this funding. Multnomah County has remitted to the MSD their share of the funds from the liquidated Johnson Creek Water Control District and the City of Portland has submitted an agreement promising the requested loan of \$2,363. Unofficially, we have word that Clackamas County is awaiting a legal opinion regarding the transfer from the County to the MSD of the Johnson Creek Water Control District funds. Clackamas County has also indicated that loan funds around \$5,000 should be approved within two to three weeks. Multnomah County staff is recommending \$5,041 to the County Commission within two weeks and anticipates funding approval. The City of Gresham has voted to totally reject their requested share. However, subsequent conversations with the city manager has led the staff to believe that the matter is not entirely closed. Therefore, we have arranged a meeting to further discuss alternatives.

The staff has also taken preliminary action with respect to securing state funding. However, the outlook is not promising. The Department of Transportation has indicated that it will not participate in drainage control outside its right-of-way. The State Engineers Office has indicated that it has no funds it could allocate to this project but that it would act as a pass through agency if the MSD could get support from the State Legislature. Finally, the

DEQ has indicated that its funding is limited to "treatment works" only. However, the DEQ did indicate that they would approach the Emergency Board with a request for funding regardless of the limitations if the local jurisdictions felt it was the only feasible alternative.

Unofficially, the MSD has secured approximately \$25,000 for Phase I. This is approximately \$2,000 less than the amount required in the attached proposed budget. The staff recommends that the Board assume the responsibility of securing official notice of each jurisdictions commitments by the next Board meeting. This program needs to get started by November 1, 1974, so that a decision is made prior to budget time in June 1975.

As mentioned previously the proposed budget is attached. It projects approximately \$9,000 for personal services, \$2,000 for materials and services and \$16,000 for contract services. The personal services outlines salaries and benefits for MSD staff requirements. Materials and Services include the usual rent, supplies, etc. Finally, contract services covers six man-months for a Program Coordinator, as well as considerable legal, financing and public information consulting services. The staff recommends that the Board review the proposed budget. Although modifications may be required depending on funding successes, the staff feels the budget is a reasonable estimate of the final proposal.

We are also considering the formation of an MSD Advisory Committee for drainage. At this time the committee should be a diverse representation and the staff would appreciate comments on the following proposed committee composition.

1. Representative from a local planning department.
2. One elected official representing a jurisdictions within the basin.
3. A representative from a local parks department.

4. A representative from an elected officials staff.
5. A representative from a local jurisdictions public works department.
6. A representative from HUD (connected with the NFIP) or a private insurance agent familiar with flood insurance.
7. A representative of a local home builders association in the basin.
8. A representative from a chamber of commerce.
9. A representative of a local industry.
10. A representative from a related state agency.
11. Three to five interested citizens.

Because drainage management involves much more than runoff control, the staff feels the broad representation is essential.

No formal action is requested regarding the budget and committee structure. However, the staff recommends that the Board pursue within their local jurisdictions, where applicable, official approval of the funding requests.

METROPOLITAN SERVICE DISTRICT

For Fiscal Year 1974 to 1975

Beginning July 1, 1974

HISTORICAL DATA				PROPOSED	APPROVED	ADOPTED
ACTUAL		BUDGET				
Second Preceding Year	First Preceding Year	Current Year				
			PERSONAL SERVICES:			
-	-	-	Program Manager	3,908		
-	-	-	Secretary	3,825		
09	-	-	Fringe Benefits	1,199		
-						
-	-	-	TOTAL PERSONAL SERVICES	8,932		
			MATERIALS AND SERVICES			
-	-	-	Rent	375		
-	-	-	Telephone	60		
-	-	-	Postage	250		
-	-	-	Equipment Rental	-		
-	-	-	Supplies	125		
-	-	-	Printing	50		
-	-	-	Travel, Training & Sub. (Auto, O & M)	400		
-	-	-	Insurance	450		

METROPOLITAN SERVICE DISTRICT

For Fiscal Year 1974 to 1975

Beginning July 1, 1974

HISTORICAL DATA				PROPOSED	APPROVED	ADOPTED
ACTUAL		BUDGET				
Second Preceding Year	First Preceding Year	Current Year				
			MATERIALS & SERVICES: Con't			
-	-	-	Reproductions	175		
-	-	-	Publications & Membership	75		
1961 -	-	-	Overhead	275		
			CONTRACT SERVICES			
-	-	-	Accounting	275		
-	-	-	Legal	3,500		
-	-	-	Technical	7,100		
-	-	-	Public Information	2,500		
-	-	-	Engineering	625		
-	-	-	Financing	2,000		
-	-	-	Auditing	-		
			TOTAL MATERIALS & SERVICES	18,235		
			TOTAL EXPENDITURES	27,167		

XI. OTHER BUSINESS

A. SOLID WASTE COMMITTEE RECOMMENDATIONS CONCERNING FUNDING ESTIMATES AND IMPLEMENTATION WORK

THE MSD SOLID WASTE ADVISORY COMMITTEE AFTER A DETAILED REPORT BY A SUBCOMMITTEE PREPARED A SERIES OF RECOMMENDATIONS THAT ARE SUMMARIZED ON THE FOLLOWING PAGE. THE RECOMMENDATIONS PRESENTED UNDER II SEEM TO BE NECESSARY IN ORDER TO RECEIVE PROPOSALS FROM PRIVATE INDUSTRY INCLUDING CAPITAL COST REQUIREMENTS. THE PRESENT SCHEDULE WILL BE TO PRESENT TO DEQ OUR REQUIREMENTS BEFORE JANUARY 1975. THEREFORE, IF THE RECOMMENDATIONS PRESENTED UNDER II ARE TO BE ACCOMPLISHED, THEN THE MSD BOARD SHOULD:

1. APPROVE RECOMMENDATIONS PRESENTED BY THE SWC (I AND II).
2. AUTHORIZE THE STAFF TO PREPARE A CONTRACT FOR SERVICES TO DEVELOP A PROPOSAL DOCUMENT AS REFERENCED IN II. A AND B.
3. AUTHORIZE THE CHAIRMAN TO APPROVE THE SERVICE CONTRACT AFTER LEGAL COUNSEL REVIEW.
4. DIRECT THE STAFF TO IMPLEMENT THESE RECOMMENDATIONS AT THE EARLIEST DATE.

AMENDMENT TO STAFF REPORT

Quroum not present. Chair directed staff to continue as outlined.

METROPOLITAN SERVICE DISTRICT

SOLID WASTE ADVISORY COMMITTEE

SUB-COMMITTEE ON REQUEST FOR ESTIMATES

SUB-COMMITTEE RECOMMENDATIONS:

I. Approve following recommendations of MSD staff.

- a. Direct staff to summarize industry input resulting from MSD request letter of July 31, 1974 and submit summary to DEQ in our first obligation request.
- b. Direct staff to communicate by letter to each firm that responded, and answer any questions or provide additional data as necessary.
- c. Direct staff to apprise MSD Board of the responses received and the degree of depth of each.

II. Approve the following course of action for future development of MSD's implementation program.

- a. Direct MSD staff to develop complete, but concise specifications for each transfer station. Include operating parameters, facility requirements, process requirements, finished product characteristics, and final ownership details.
- b. Direct MSD staff to call for complete proposals from prospective organizations to: (RFP)
 - (1) Design complete facility.
 - (2) Construct MSD owned portion-list in detail.
 - (3) Construct operator owned portion-list in detail.
 - (4) Activate facility to meet specifications.
 - (5) Operate facility (this will include receiving, separating, milling, magnetic separating, and transporting of all elements handled).
- c. Direct staff to implement landfill contracts to meet required schedule.
- d. Direct staff to be responsible for development of fuel separation technology and marketing.