

MSD BOARD OF DIRECTORS

PORTLAND WATER BUREAU 1800 SW 6TH AVE.
AUDITORIUM

August 26, 1977 2:00 P.M.

AGENDA

77-893 MINUTES 77-894 PUBLIC COMMUNICATIONS

ADMINISTRATIVE DIVISION

77-895 CASH DISBURSEMENTS
77-896 H.B. 3308 DISCUSSION
77-897 FIXED ASSETS & EQUIPMENT APPRAISAL
77-898 INCREASE ON CONTRACT APPROVAL LIMIT

SOLID WASTE DIVISION

77-899
WORK SCOPE MODIFICATION - SUB CONTRACT
PHASE I ENGINEERING DESIGN

77-900
DESIGN CRITERIA - ENERGY RECOVERY
FACILITY

80TTLE WASHING FACILITY PROPOSAL
SOLID WASTE FACILITY AGREEMENTS
77-073-1 - Resource Recovery
Byproducts

77-074 - Metropolitan Disposal Corp.
77-099 - Sunflower Recycling

. 77-102 - Forest Grove Transfer Station

ZOO DIVISION

77-903

77-904

CONTRACT 77-072 - FACTORY AGENTS, INC.
CONCESSIONS CONSULTANT
TRAVEL REQUESTS

- REIMBURSEMENT ON TRAVEL APPROVAL ACTION 77-876 DON FLATELY
- BILL McCabe, Steve McCusker & Lee Marshall Tucson, Arizona CETA VI Feline Project
- . THREE STAFF TO WINSTON WILDLIFE SAFARI
- . Three Staff to AAZPA Conference in San Diego

OTHER BUSINESS

(503) 222-3671

MSD BOARD OF DIRECTORS

PORTLAND WATER BUREAU 1800 SW 6TH AVE. AUDITORIUM

August 26, 1977 2:00 P.M.

ACTION AGENDA

Page	Action Record Number	
1	77-893	MINUTES Action - <u>Approve</u> minutes of August 18, 1977 Special Meeting
11	77-894	PUBLIC COMMUNICATIONS Action - Receive comments from the public on matters not listed on the meeting agenda
12	77-895	CASH DISBURSEMENTS Action - Approve staff recommendation
13	77-896	H.B. 3308 DISCUSSION Action - <u>Provide</u> staff direction
14	77-897	FIXED ASSETS & EQUIPMENT APPRAISAL Action - Approve Contract 77-095 to provide equipment appraisal
15	77-898	INCREASE ON CONTRACT APPROVAL LIMIT Action - Approve staff recommendation

Page	Action Record Number	
16	77-899	WORK SCOPE MODIFICATION - SUB CONTRACT PHASE I ENGINEERING DESIGN Action - Removed from agenda
17	77-900	DESIGN CRITERIA - ENERGY RECOVERY FACILITY Action - No action required
18	77-901	 BOTTLE WASHING FACILITY PROPOSAL Action - Approve staff report
24	77-902	SOLID WASTE FACILITY AGREEMENTS . 77-073-1 - Resource Recovery BYPRODUCTS Action - Approve Contract 77-073-1
28		. 77-074 - METROPOLITAN DISPOSAL CORP. Action - Approve Contract 77-074
38		. 77-099 - SUNFLOWER RECYCLING Action - No action required
39		. 77-102 - Forest Grove Transfer Station Action - No action required
49	77-903	CONTRACT 77-072 - FACTORY AGENTS, INC. CONCESSIONS CONSULTANT Action - Approve 77-072 with Factory Agents, Inc.

Page	Action Record Number		
47	77-904		TRAVEL REQUESTS Reimbursement on travel approval action 77-876 - Don Flately Bill McCabe, Steve McCusker & Lee Marshall - Tucson, Arizona - CETA VI Feline Project Two Staff to Winston Wildlife Safari Two Staff to AAZPA Conference in San Diego
0 T H	ER BUSI	NESS	

MSD OFFICE TELEPHONE SYSTEM

MSD LIABILITY INSURANCE

77-905

77-906

49

50

77-893 MINUTES

THE FOLLOWING PAGES CONTAIN THE MINUTES OF THE SPECIAL BOARD MEETING ON AUGUST 18, 1977.

THE STAFF RECOMMENDS APPROVAL OF THE BOARD MINUTES.

77-894 PUBLIC COMMUNICATIONS

This agenda item allows the Board to receive comments from the public on matters not listed on the meeting agenda.

77-895 CASH DISBURSEMENTS

THE FOLLOWING CHECKS HAVE BEEN ISSUED THROUGH AUGUST 26, 1977:

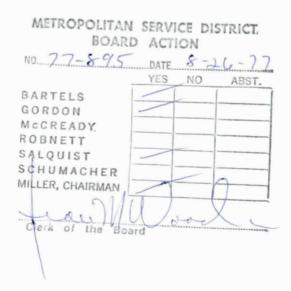
CHECKS No. 4047 THROUGH 4145

\$51,302.62

ITEMS OF INTEREST INCLUDE:

CH 2 M HILL	\$	8,056.30
HARDY BUTTLER McEwen Weiss		7,455.00
HILLS RIVIANA		2,588.65
Portland General Electric		1,706.08
PAYROLL WITHHOLDING		5,369.64
PUBLIC EMPLOYEES RETIREMENT F	FICA 1	2,562.76

THE STAFF RECOMMENDS <u>APPROVAL</u> FOR PAYMENT OF CHECKS No. 4047 THROUGH 4145 IN THE TOTAL AMOUNT OF \$51,392.62.



77-896 H.B. 3308 DISCUSSION

In response to Board Request, this item is placed on the agenda for MSD Board discussion. Following the meeting on July 22, 1977, the staff contacted Mr. Reynolds of the Exposition and Recreation Commission staff to discuss generally the direction the ER Commission was proceeding on the stadium issue. He indicated that the ER Commission was requesting the City Council of Portland to transfer authority for stadium operation to the ER Commission. If that transfer occurred, the next step in the process would be to hire a consultant to review available stadium site and configuration alternatives. Therefore, the MSD staff has proceeded no further on this matter until the stadium transfer decision was made.

THE STAFF AWAITS FURTHER DIRECTION FROM THE BOARD ON THIS MATTER.

77-897 FIXED ASSETS & EQUIPMENT APPRAISAL

Pursuant to Board direction at the special meeting on August 18, 1977, this agenda item was held over until this meeting. As was reported at the last meeting, the cost to do the basic inventory of capital equipment would be \$2,400. This would mean that approximately \$1,450 would be needed in addition to provide a recording of fair market value of the equipment involved in MSD inventory. Hopefully, there will be an oral report available on the availability of the Multhomah County staff by the meeting date.

THE STAFF RECOMMENDS YOU CONSIDER THE EQUIPMENT APPRAISAL AND APPROVE CONTRACT 77-095 WITH MARSHALL & STEVENS AT A COST NOT TO EXCEED \$3,850 AND SUBJECT TO LEGAL COUNSEL REVIEW.

approved contract 77-095 at a for inventory & togging at a cost not to exceed \$2,400.

METROPOLITAN STANICE DISTRICT NO. 27-897 DATE 8-26-77	
VES NO ABST.	
BARTELS GORDON MCCREADY ROBNETT SALQUIST SCHUMACHER MILLER, CHAIRMAN Clerk of the Board	

77-898 INCREASE ON CONTRACT APPROVAL LIMIT

THE MSD BOARD IN APPROXIMATELY JUNE 1976 AUTHORIZED THE STAFF DIVISION DIRECTORS TO APPROVE CONTRACTS UP TO A \$500 LIMITATION. SINCE THAT TIME, THE BOARD HAS APPROVED ALL CONTRACTS IN EXCESS OF \$500. Due to Zoo related conditions, the staff has found IT NECESSARY TO CONSIDER INCREASING THE CONTRACT APPROVAL LIMIT. AFTER REVIEWING THE DIVISION NEEDS IT APPEARS THAT THE CONTRACT APPROVAL LIMIT SHOULD BE INCREASED TO \$5,000 IN LINE WITH THE STATE CONTRACT LAW.

This would mean that all contracts up to \$5,000 could be initiated by the Division Directors and would be signed by either the Chairman of the Board or the Division Director as specified. This matter was considered by the members of the Management Committee and it was a concensus of the Committee that the approval limit could be increased to \$5,000.

THE STAFF RECOMMENDS THAT THE BOARD INCREASE CONTRACT APPROVAL LIMITS FOR THE DIVISION DIRECTORS TO \$5,000 WITH THE STIPULATION THAT THE CONTRACTS BE REVIEWED BY LEGAL COUNSEL AND ADHERE TO MSD ADMINISTRATIVE PROCEDURES AND STATE LAW. THE APPROVAL SIGNATURE CAN BE EITHER THE DIVISION DIRECTOR OR THE CHAIRMAN OF THE BOARD, AS SPECIFIED BY THE MSD BOARD.

Both Division Director & Chairman or Vice Chairman's signatures are required

BOARD ACTION

NO. 77-878

DATE 8-26-77

NES 440

ABST

BARTELS

GORDON

McCREADY

ROBNETT

SALQUIST

SCHUMACHER

MILLER, CHAIRMAN

METROPOLITAN SERVICE DISTRICT

77-899 WORK SCOPE MODIFICATION - SUB CONTRACT PHASE I ENGINE-ERING DESIGN

SET OVER TO SEPTEMBER 9, 1977.

77-900 DESIGN CRITERIA - ENERGY RECOVERY FACILITY

Pursuant to the work scope and contract between Publishers
Paper Company and the Metropolitan Service District, a portion
of the design criteria work tasks have been completed. The
MSD Board today will receive a presentation from Publishers
Paper and Bechtel Company regarding the design criteria for
the south processing and energy recovery facility. Discussed
today will be the general site arrangement and design requirements.

No action is required on this agenda item, however, questions will be answered by both Publishers Paper and Bechtel regarding facility configuration.

77-901 BOTTLE WASHING FACILITY PROPOSAL

THE FOLLOWING PAGES CONTAIN A STAFF EVALUATION OF PROPOSALS FOR A BOTTLE WASHING FACILITY IN THE PORTLAND AREA.

THE STAFF RECOMMENDS APPROVAL OF THE REPORT AND THE RECOMMENDATIONS CONTAINED THEREIN.

STAFF REPORT

EVALUATION OF PROPOSALS FOR BOTTLE WASHING FACILITY

In June the Portland Recycling Team (PRT) submitted a proposal to the Metropolitan Service District (MSD) requesting that MSD seek solid waste demonstration funds from the Department of Environmental Quality (DEQ) to establish a bottle washing project in the MSD area.

The DEQ has the ability to provide funds for solid waste demonstration activities not to exceed \$50,000. These funds are allocated on a 70% loan and 30% grant basis.

The MSD Solid Waste Advisory Committee (SWC) reviewed PRT's request and directed the staff to prepare a "request for Proposals" (RFP) to seek others who might be interested in this project. The RFP was published on July 11, 12 and 13, 1977 and although several persons contacted the MSD office, only one formal response was received. This response was from PRT. The SWC appointed a sub-committee to determine the need for a bottle washing facility to analyze proposals and to make recommendations to the full committee.

Waste reduction is an integral part of the MSD Solid Waste Management Program. Provisions have been provided in the MSD code to allow for certain source-separated material to be removed from the waste stream by the generator of the waste for re-use or recycling. One method of waste reduction is the re-use rather than the discarding of glass bottles and glass jars. Many glass containers could be salvaged if facilities existed to prepare them for re-use.

PRT proposes to design, construct and operate a bottle washing facility capable of washing and packing 8,000 cases per month of wine bottles, gallon jugs and canning jars. Currently, there is no such facility operating at such capacity in the State of Oregon. According to PRT representatives, the limiting factor of production will not be the capacity of the equipment nor the available markets for the finished product, but rather the limited raw product.

The exact location of the plant is not yet determined, however, PRT proposes to find a self-enclosed building containing 8,000 to 10,000 square feet, zoned M-2 or light industrial in the northeast section of Portland, preferably near Columbia Boulevard.

The equipment to be purchased includes a used fork lift, a used step van, a used small commercial van (i.e. Econoline), hand

trucks and other available equipment. Office equipment such as desks, a typewriter and a calculator also will be procurred. Processing equipment includes a used bottle washer, a boiler, case conveyors, a case former, a stapler and a baler. The bottle washer and boiler will be purchased from the Tillamook Soda Works.

Staffing requirements for this facility are projected to include a manager, truck driver, mechanic, bookkeeper and two production assistants. The daily operational plan can be found in Attachment A.

PRT proposes to commence operation two (2) months after funding has been secured and projects to be self-supporting within the first year of operation.

PRT's budget for the first year of operation totals expenses of \$185,653 with revenues projected to be \$185,107 or a deficit of \$546. This budget is summarized on Attachment B. Please note that PRT has projected revenue of \$50,000 from DEQ/MSD demonstration funds. Of this amount, 30% or \$15,000 will be a grant and 70% or \$35,000 will be a loan. The grant portion will be provided by DEQ through MSD. The loan will be made to MSD by DEQ and MSD will in turn loan these funds to PRT. The PRT payback to MSD will occur over a three (3) year period. It is the staff's and sub-committee's understanding that the loan will be secured in the form sufficient to cover all funds due MSD.

After review of the proposal and discussions with staff members of PRT, the MSD staff and the sub-committee have determined that a need exists to have a bottle washing facility in the MSD area to provide for the re-use of discarded bottles, that the facility is in keeping with the goals and objectives of MSD and that the utilization of public demonstration funds to facilitate such an endeavor is justified. Accordingly, the MSD staff and sub-committee recommends that the MSD Board of Directors accept PRT's proposal to design, construct and operate a bottle washing facility in the MSD and that an application be made to DEQ for demonstration funds in the amount of \$15,000 grant and a \$35,000 loan. There was not a quorum of the Solid Waste Committee present at the time this matter was discussed, however, those committee members present concurred with the staff and sub-committee recommendation. This recommendation is made subject to the following:

- 1. That PRT secure the \$35,000 loan in a form sufficient to cover all funds due MSD;
- 2. That PRT repay the loan to MSD within three (3) years; and
- That PRT submit progress reports on the following dates:
 a. Six (6) months after commencing operation

- b. Twelve (12) months after commencing operation;
- c. Twenty-four (24) months after commencing operation;
- d. Thirty-six (36) months after commencing operation.

It should be noted that if this project is not successful, the only public funds to be lost will be the \$15,000 demonstration grant from DEQ.

METROPOLITAN SERVICE DISTRICT				
BOARD	ACTION			
NO. 77-901	DATE 8 -	26-77		
	YES NO	ABST.		
BARTELS				
GORDON				
McCREADY				
ROBNETT				
SALQUIST				
SCHUMACHER				
MILLER, CHAIRMAN				
M	10/	1		
Jeau II	VII	.Х.		
Clerk of the Bo	ard			

ATTACKMENT A

DAILY OPERATIONAL DESIGN

We have described various operational components to be integrated into an operational design. The daily functioning of the program is rather basic.

- 1. The program step-van will be routed to various bottle pick-up sources, particularly commercial accounts and recycling centers and projects, including those of Fortland Recycling. Vouchers for payment will be delivered with copies to the financial staff.
- 2. The remainder of the glassware will be delivered to the washing plant by other recyclers, etc. Glassware will be case counted and receipts will be issued; copies of the receipts will be forwarded to the financial staff.
- 3. Dirty glass will be stored for sorting.
- 4. The production assistant will train and manage the staff in bottle identification and casing. Dirty glass will be sorted, boxed, palletized and stored for washing. Unusable glass will be recycled as cullet.
- 5. According to the glassware purchase orders received, sorted glass will be moved to the washing area in pallet quantities. The bottles will be fed into the machine and hand loaded into new cases.
- 6. New cases will be formed, stapled, glued, palletized and stored for later use.
- 7. Old cases will be baled and sold as corrugated.
- 8. Washed and cased glassware will then be palletized and stored for trucking.
- 9. Cased glassware will be loaded onto trucks for delivery.
- 10. An active marketing program will seek buyers for washed glassware.
- 11. An active buying program will seek glassware for washing.

ATTACHNENT B

SAMPLE BUDGET FOR FIRST YEAR OPERATION OF SOTTLE-WASHING FACILITY

INCOME			
Grants			
Employment Grants	\$15,681.		
Yarg Foundation	2,500.		
DEQ/MSD	15,000.		•
Total Grants	==,	\$33,181.	
		wss, 1010	
Loans	35 DCD	•	
DEQ/MSD	35,000.	3E 000	
Total Loans		35,000.	
Sales			
64,200 (a)			
14% @ 1.45	13,033.		•
20% @ 1.50	19,260.		•
66% @ 1.7 0	72,032.		•
custom wash (b)	10,433.		•
recycled corrugated (c)	1,368.		
reclaimed cullet (d)	800.		4
Total Sales		116,926.	
NET INCOME	•		\$185,107.
1121 1100112			
EXPENSES			
		· ·	
Equipment	50,000.		
purchase	•		
depreciation	6,000.		
maintenance	2,400.	co / 00	
Total Equipment		58,400.	•
Plant, Office & Transportation			•
utilities (e)	5,514.	•	
insurance (f)	1,800.		· · · · · · · · · · · · · · · · · · ·
truck rental (g)	924.		
advertising/printing	830.	·,	
office supplies	530.		
rent (h)	16,800.		
transportation (i)	3,600.	`	
loan repayment	12,400.		·
Total Plant, Office & Transport	<u> </u>	42,398.	
Direct Materials		-,	•
bottles (a)	11,124.		•
	1,127.		•
washing chemicals (j)	23,727.		•
cartons (k)			
labor (1)	48,877.	01 055	
Total Direct Materials	•	84,855.	105 657
TOTAL EXPENSE	·		185,653.
NET LOSS			(545.)

STAFF REPORT

RESOURCE RECOVERY BYPRODUCTS AGREEMENT

Resource Recovery Byproducts (RRB) currently operates a processing facility located at 701 North Hunt, Portland. At this facility, source-separated material such as cardboard, newspaper and wood are received. The facility also accepts some commercial loads of mixed waste containing small amounts of food waste. Cardboard from these mixed loads is separated by hand for recovery with the remaining material being disposed at an authorized disposal site. The source-separated wood waste is shredded and sold for fuel.

On June 1, 1977, the ordinances governing the MSD Solid Waste Management Program became effective. Ordinance 47 defines a processing facility to mean a place or piece of equipment where or by which the form, condition or content of solid waste is altered. Section 8(a)(3) of Ordinance 47 makes it unlawful for any person to operate a processing facility except by agreement with MSD. Since the RRB facility alters the condition of solid waste through the hand-separation of certain material and since the source-separated wood waste is shredded and sold as a fuel, the facility is considered to be a processing center and therefore, an agreement is required for continued operation.

On May 27, 1977, the MSD Board authorized a temporary agreement between MSD and RRB to provide sufficient time for the development of a final agreement. The staff has met with our legal council and with representatives from RRB to negotiate this final agreement, the highlights of which are as follows:

- A. RRB shall not accept any load of solid waste containing more than one percent by weight of food waste, food containers or material contaminated by food waste. Acceptance of more than one percent of such material will be considered a violation of the agreement and will result in a fine of \$250.
- B. RRB shall not stockpile mixed loads of solid waste containing food waste, food containers, or material contaminated by food waste for more than 24 hours. Those portions of mixed waste that have been separated and will not be used for re-use or recycling must be delivered within 24 hours to an authorized waste disposal site.

RRB must control rodent and insect infestation noxious odors and blowing paper and within 30 days from the execution of the agreement must submit a list of measures addressing the prevention of disease transmissions. D. RRB will pay the MSD user fee on all mixed loads of solid waste accepted at the facility and receive a credit for user fees paid by RRB to the disposal site for waste delivered by RRB to such sites upon which RRB has already paid the user fee. RRB will file such reports as required by the MSD Ε. ordinances. This agreement would not eliminate the necessity F. of RRB complying with applicable city and county regulations, DEQ permits, statutes and rules. This agreement prohibits RRB from stockpiling material exclusive of mixed loads in quantities greater than the quantity of material that could be stockpiled on pieces of land totalling 130,000 square feet or 101,000 cubic yards, whichever is less. This limitation is the total storage allowed for both raw material and finished product. This agreement does not guarantee the flow of solid Η. waste to the RRB facility. This agreement vests no renewal rights and any improvement and capital expense made at the facility are made at RRB's risk. This agreement does not commit the MSD to utilize the RRB facility as the north processing facility nor does it commit the district to contract with RRB to design, construct and operate the north processing facility. The term of this agreement shall be for five (5) years or the date MSD's first resource recovery facility becomes operational, whichever occurs first. This agreement may be terminated for any violation of agreement, MSD ordinance, rule or regulation, DEQ permit or DEQ statute. - 26 -

M. RRB may not under any condition transfer or assign this agreement.

This agreement was discussed by the Solid Waste Committee at their August 22 meeting. It is the staff's and Solid Waste Committee's recommendation that the MSD Board approve the agreement with RRB for the operation of their processing facility.

77-902 SOLID WASTE FACILITY AGREEMENTS

CONTRACT 77-073-1 - RESOURCE RECOVERY BYPRODUCTS

THE FOLLOWING PAGES CONTAIN A STAFF REPORT DISCUSSING THE ABOVE CONTRACT WITH RESOURCE RECOVERY BYPRODUCTS.

THE STAFF RECOMMENDS APPROVAL OF CONTRACT //-U/3-1 BETWEEN MSD
AND RESOURCE RECOVERY BYPRODUCTS.
Contraled to enclude
MSD wither notification of
I I start up date as claupication
facility of contract.
METROPOLITAN SERVICE DISTRICT
BOARD ACTION NO. 77-902 A DATE 8-26-77
YES NO ABST.
BARTELS GORDON
ROBNETT
SCHUMACHER
MILLER, CHAIRMAN
Clerk of the Board

CONTRACT 77-074 - METROPOLITAN DISPOSAL CORPORATION

THE FOLLOWING PAGES CONTAIN A STAFF REPORT DISCUSSING CONTRACT 77-074 WITH METROPOLITAN DISPOSAL CORPORATION AS WELL AS A COPY OF THE CONTRACT.

THE STAFF RECOMMENDS APPROVAL OF CONTRACT 77-074 BETWEEN MSD AND METROPOLITAN DISPOSAL CORPORATION. then notification of MSD start up date as ation for termination of

METROPOLITAN SERVICE DISTRICT BOARD ACTION 77-902B DATE 8-26-71 SALQUIST SCHUMACHER MILLER, CHAIRWAN Clerk of the Board

METROPOLITAN DISPOSAL CORPORATION (MDC) AGREEMENT

The Metropolitan Disposal Corporation (MDC) currently operates a processing facility located at 8501 North Borthwick, Portland. This facility is used primarily to receive and compact solid waste from partially loaded drop boxes and to transport compacted waste to an authorized disposal site. MDC also utilizes this facility to dump partially loaded compaction vehicles which, because of mechanical difficulties cannot transport the waste to an authorized disposal site. Prior to placing the solid waste in the compaction equipment, MDC hand-separates items such as cardboard, wood, metals and paper. These separated materials are then sold to their respective markets and the residue is transported to the disposal site.

On June 1, 1977 the ordinances governing the MSD Solid Waste Management Program became effective. Ordinance 47 defines a processing facility to mean a place or piece of equipment where or by which the form, condition or content of solid waste is altered. Section 8(a)(3) of Ordinance 47 makes it unlawful for any person to operate a processing facility except by agreement with MSD. Since the MDC facility alters the condition of solid waste through the hand-separation of certain material, it is considered a processing facility and therefore, an agreement is required for continued operation.

As a result, the staff has developed an agreement with MDC, the highlights of which are as follows:

- A. MDC may accept solid waste from MDC vehicles only.
- B. MDC shall not accept solid waste from any other solid waste collection service or from the public.
- C. MDC shall not accept food waste except incidental food waste contained in partial loads from MDC's compaction vehicles and accepted solely as the result of mechanical failure of such vehicles.
- D. All solid waste accepted by MDC at the facility and not recovered for re-use and recycling shall be delivered within 48 hours to an authorized MSD disposal site.
- E. MDC must control rodent and insect infestation, noxious odors and blowing paper and within 30 days

Staff Report: MDC Agreement Page 2

from the execution of the agreement must submit a list of measures addressing the prevention of disease transmission.

- F. MDC will pay the MSD user fee on all waste accepted at the facility and receive a credit for user fees paid by MDC ao the disposal site for waste delivered by MDC to such sites upon which MDC has already paid the user fee.
- G. MDC will file such reports as required by the MSD ordinances.
- H. This agreement would not eliminate the necessity of MDC complying with applicable city and county regulations, DEQ permits, statutes and rules.
- I. This agreement does not guarantee the flow of solid waste to the MDC facility.
- J. This agreement vests no renewal rights and any improvement or capital expense made at the facility are made at MDC's risk.
- K. The term of this agreement shall be for five years or the date MSD's first resource recovery facility becomes operations, whichever occurs first.
- L. This agreement may be terminated for any violation of the agreement, MSD ordinance, rule or regulation, DEQ permit or DEQ statute.

This agreement was discussed by the Solid Waste Committee at their August 22 meeting. It is the staff's and committee's recommendation that the MSD Board approve the agreement with MDC for the operation of their processing facility.

LIMITED AGREEMENT

PARTIES:

METROPOLITAN SERVICE DISTRICT OF PORTLAND, OREGON, a municipal corporation organized and existing under the laws of the State of Oregon, (hereafter MSD).

METROPOLITAN DISPOSAL CORPORATION, an Oregon corporation, (hereafter MDC).

DATE: Aug 18-1977

RECITALS:

- 1. MDC owns and operates a processing facility
 (the Facility), as defined in MSD Ordinance 47 (the Ordinance),
 located at 8501 N. Borthwick in Portland, Oregon. The Facility
 presently accepts solid wastes as defined in the Ordinance from
 MDC's collection vehicles and wastes such as paper, wood, cardboard and metals are separated.
- 2. MSD is implementing, effective June 1, 1977, its Solid Waste Management Program, which includes the certification of all landfills in the District and prohibits the operation of processing facilitites and transfer stations, except by agreement with MSD.
- 3. The Ordinance provides that solid wastes must be taken to a landfill certified or approved by MSD or to a transfer station or processing facility operated by or under agreement with MSD.

- 4. (a) MSD's program will be implemented in three phases. Phase I will include the design, construction, and beginning of operation for a processing facility in Oregon City capable of accepting approximately 1200 tons of solid waste each day or approximately 400,000 tons per year. It is expected that most of the solid wastes for this facility will be drawn from the southern half of the MSD area.
- (b) Phase II calls for the design, construction and beginning of operation of a processing facility in the north end of the MSD region. The size and capability of this facility are not defined.
- (c) Phase III currently is defined as when the two processing facilities are operational.
- 5. At each facility, resources, such as refuse derived fuel and ferrous metals, will be recovered and sold. The fuel will probably be sold on long term contract requiring a guarantee by MSD of a reliable and continuous supply. The giving of such a guarantee means that MSD must be able to control the flow of solid wastes to its facilities or facilities designed by MSD. MSD's ability to solve the Portland metropolitan solid waste disposal problems depends in large measure on the sale contracts for recovered resources, especially the refuse derived fuel.
- 6. MDC may continue to operate the Facility during the term of this agreement as specified below:
- (a) MDC may accept solid wastes from MDC vehicles only.

AGREEMENT:

(b) MDC shall not accept solid wastes from any other solid waste collection services or from the public. (c) MDC shall not accept food wastes except incidental food waste contained in partial loads from MDC's compacted vehicles and accepted solely as a result of mechanical failure of such vehicles. (d) All solid wastes accepted by MDC at the Facility and not recovered for reuse or recycling shall be delivered within 48 hours to an MSD certified waste disposal site or a processing facility operated by or under agreement with MSD. All solid waste accepted by MDC at the Facility shall be controlled to prevent rodent and insect infestation, noxious odors and blowing paper. Manual handling of solid waste shall be carefully controlled to prevent transmission of diseases, or substances which could affect the health of MDC employees and the public. Within 30 days of the execution of this agreement, MDC shall submit to MSD a list of measures used to handle this concern. MDC will pay the MSD user fee set forth in the attached Schedule A for all solid wastes generated within the MSD and accepted by MDC at the Facility. Schedule A is subject to revisions in accordance with MSD ordinances, rules and regulations promulgated after the date of this agreement. MDC will pay the user fee to and file reports with MSD in accordance with Section 17 or Ordinance No. 47. AGREEMENT-3 - 33

MDC will receive credit for user fees paid by MDC to solid waste disposal sites for solid wastes delivered by MDC to such sites upon which MDC has already paid the user fee.

- 9. MDC will file monthly with MSD a report indicating the types (wood, paper, cardboard, etc.) and quantities (tonnage) of solid wastes accepted at the Facility and not disposed at an authorized MSD disposal site.
- 10. MSD may inspect the accepted waste, property and improvements constituting the Facility in accordance with Ordinances No. 47 and 48, copies of which have been given to MDC.
- 11. Any notices required to be given under this agreement shall be given to MDC at P. O. Box 11457, Portland, Oregon 97211 and to MSD, c/o Director, Solid Waste Division, Room 300, 1220 SW Morrison, Portland, Oregon 97205.
- 12. This agreement does not eliminate the necessity of complying with applicable city and county regulations, DEQ permit, statutes and rules.
- processing facility becomes operational it will be necessary for solid wastes generated in at least the southern half of the MSD area to be directed exclusively to the first processing facility in order to meet the tonnage demands. It may be necessary for MSD to direct solid wastes presently going to MDC's facility to the MSD's processing facility in order to guarantee quantities and solve an areawide problem. MDC understands and agrees that this agreement does not vest

AGREEMENT-4

any right or privilege in MDC to continue its present practice after the termination of this agreement. MDC understands and agrees that any improvements or capital expenses made at the facility are made at its risk. MSD makes no guarantee, commitment or agreement that solid wastes generated in MSD area will come to the facility.

(b) MDC understands that this agreement is a limited agreement to operate and vests no renewal rights in MDC. This agreement is not intended in any way to be a

- (b) MDC understands that this agreement is a limited agreement to operate and vests no renewal rights in MDC. This agreement is not intended in any way to be a commitment or understanding that MSD will buy or use the facility as the north processing facility or that MSD will contract with MDC to design, construct or operate the north processing facility.
- 14. Except as provided in paragraph 15, the term of this Agreement shall be for five (5) years or the date MSD's first resource recovery facility begins operation, whichever occurs first.
- 15. This agreement may be terminated by MSD if after five (5) days notice of a violation of this agreement, any MSD ordinance, rule or regulation, the MDC permit from DEQ or of any DEQ statute, rule or regulation, such violation continues or re-occurs, provided, however, if there is serious danger to the public health or safety this agreement may be terminated immediately.
- 16. MDC may not under any condition transfer or assign this Limited Agreement.
 - 17. In the event of litigation concerning this

AGREEMENT-5

Limited Agreement, the prevailing party is entitled to reasonable attorneys fees to be determined by the Court, including reasonable fees on appeal.

18. If any provision is declared invalid or unenforceable, the validity or enforceability of the remaining provision shall not be impaired.

DATED: <u>(</u>	lug. 18, 1977	METRPOLITAN DISPO	SAL CORPORATION ERVYER / NYSTRYET MENTALL
DATED:		METROPOLITAN S	ERVICE DISTRICT
• •			
Approved	l as to form:	•	

SCHEDULE A

SECTION 1

The following user fees shall be paid by MDC to MSD:

- (a) non-compacted solid waste, 16¢ per cubic yard delivered;
- (b) compacted solid waste, 28c per cubic yard delivered.

SECTION 2

This Schedule A is operative until the St. Johns Landfill converts from the volume to the weight method of accessing fees and at such time this schedule will be revised in accordance with MSD ordinances, rules and regulations.

CONTRACT 77-099 - SUNFLOWER RECYCLING

SUNFLOWER RECYCLING OPERATED A COMPOST FACILITY (PROCESSING FACILITY) LOCATED AT 521 NE RUSSELL, IN PORTLAND. THE METROPOLITAN SERVICE DISTRICT REQUIRES THAT THE OPERATION OF A PROCESSING FACILITY BE BY AN AGREEMENT WITH MSD. THE STAFF HAS PREPARED AN AGREEMENT BETWEEN MSD AND SUNFLOWER, HOWEVER, CORRESPONDENCE HAS BEEN RECEIVED BY STAFF REQUESTING THAT SUNFLOWER BE EXEMPT FROM THE MSD USER FEE. THIS MATTER IS UNDER ANALYSIS BY STAFF AND THE SOLID WASTE COMMITTEE AND WILL BE BROUGHT BEFORE THE BOARD ON SEPTEMBER 9, 1977.

THERE IS NO ACTION REQUIRED AT THIS TIME.

CONTRACT 77-102 - FOREST GROVE TRANSFER STATION

Forest Grove Disposal Services currently operates a processing facility located at Rt. 1 Box 121, in Forest Grove. The MSD code requires that all persons operating a processing center do so by agreement with the Metropolitan Service District. The MSD staff and legal counsel are in the process of final-izing this agreement and will bring it before the Board on September 9, 1977.

THERE IS NO ACTION REQUIRED AT THIS TIME.

77-903 CONTRACT 77-072 - FACTORY AGENTS, INC.

CONCESSIONS CONSULTANT

BECAUSE OF THE WOEFUL INADEQUACIES OF THE CONCESSION FOOD SERVICE FACILITY NEXT TO THE GIFT SHOP AT WASHINGTON PARK ZOO, THE BOARD BUDGETED \$50,000 IN ACCOUNT CODE 750 FOR ITS IMPROVEMENT DURING THE FISCAL YEAR 1977-78. As a first step in this project we need a design for a cafeteria "fast food" facility with a Neico 1100 broiler oven or equivalent.

FACTORY AGENTS INC., HAS AGREED TO DO PRELIMINARY DRAWINGS FOR SUCH A FACILITY WITHIN TWENTY-ONE DAYS OF THE EXECUTION OF THE CONTRACT AND UPON APPROVAL OF THE DRAWINGS BY MSD TO DELIVER FINAL PLANS WITHIN AN ADDITIONAL TWENTY-EIGHT DAYS. THIS WILL BE DONE FOR A FEE OF \$1,500 PLUS THE COSTS FOR FIELD TRIPS AT A RATE OF \$200 PER DAY AND AIR FARE AS AUTHORIZED BY THE ZOO DIRECTOR AND AT MUTUALLY AGREEABLE TIMES. A COPY OF THE CONTRACT IS ATTACHED. THE CONTRACT HAS BEEN APPROVED BY THE MSD ATTORNEY.

THE STAFF RECOMMENDS APPROVAL OF CONTRACT 77-072.

AGREEMENT FOR DESIGN WORK

RECITALS

1. This Agreement is exclusively for personal services.

AGREEMENT

- 2. FAI will provide to MSD all of the services and work described in the Scope of Work, Attached as Appendix B. All services and work shall be provided in a competent and professional manner and in accordance with the production schedule in Appendix B.
- 3. This Agreement shall begin upon execution by both parties. All services and work will be completed no later than , 1977.
- 4. a. Except as provided in paragraph 7 of the Agreement, MSD will pay FAI for services rendered a fee of one thousand five hundred dollars (\$1,500.00). MSD will pay the fee within thirty (30) days after satisfactory completion of FAI's obligations under this Agreement.
- b. MSD will pay for all field trips by FAI personnel at the rate of two hundred dollars (\$200.00) per day or a pro-rata portion thereof for less than a full day while in Oregon to do necessary field work.

 MSD will also pay air fare expenses. These trips shall occur only as authorized by the Zoo Director and at mutually agreeable times.
- 5. a. FAI is an independent contractor and assumes full responsibility for the content of its work and assumes full responsibility for all liability for bodily injury or physical damage to person or property

arising out of or related to this Agreement, and shall indemnify and save MSD harmless from all claims, demands, actions, and expense on account thereof. FAI will indemnify and hold MSD harmless from all claims, b.

- liabilities, or patent infringements which may result from the use of FAI's designs and/or equipment provided by FAI pursuant to this Agreement.
- 6. It is understood that FAI will be given reasonable cooperation in the use of public information and access to MSD and Zoo officials for consultation.
- 7. This Agreement may be terminated by MSD upon giving the other party 10 days written notice. Work performed by FAI up to the termination date shall be paid for by MSD.
- 8. In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court.
- The parties agree that the attached Appendix A (General Conditions for Public Contracts) is incorporated herein by reference and will be complied with in all respects.
- 10. The law of the State of Oregon shall govern the construction and interpretation of the Agreement.

Date:			METROPOLITAN SERVICE DISTRICT
		•	
Date:			FACTORY AGENTS, INCORPORATED
APPROVED	AS TO FORM:		

Of Attorneys for MSD

APPENDIX B

SCOPE OF WORK

FAST FOOD UNITS AT WASHINGTON PARK ZOO, PORTLAND, OREGON

General:

1. FAI will design a cafeteria style "fast food" facility with a Neico 1100 broiler oven or its equivalent. The facility will operate at optimum efficiency and be capable of handling customer demand without compromising the high level of food quality desired by MSD, and will consider MSD's menu and product line, control systems, existing image, and all other items that may be deemed important by MSD. The facility will be designed generally to conform with the preliminary study attached hereto as Exhibit 1. FAI will provide a complete set of equipment plans, designs, specifications, shop drawings, plumbing and electrical plans, plus all other necessary information and material including performance specifications required by MSD to obtain competitive bidding on the facility.

Production Schedule:

- 2. FAI, within twenty-one (21) working days after the signing of this agreement, will deliver to MSD a complete set of preliminary drawings, including but not limited to floor plans and isometric drawings, for the approval of MSD. These plans shall be based on designing the facility for the space as provided and shown on the Washington Park Zoo's building drawings but will be subject to an actual field check of the physical facility by FAI to verify the accuracy of the building drawings.
- 3. Within twenty-eight (28) working days from the date of written approval by MSD of the preliminary plans, FAI will deliver to MSD the final plans, specifications and drawings required by paragraph 1. Final plans shall be in accordance with MSD's suggestions and shall incorporate such features as MSD shall determine after review of preliminary plans, and shall be subject to MSD's approval.

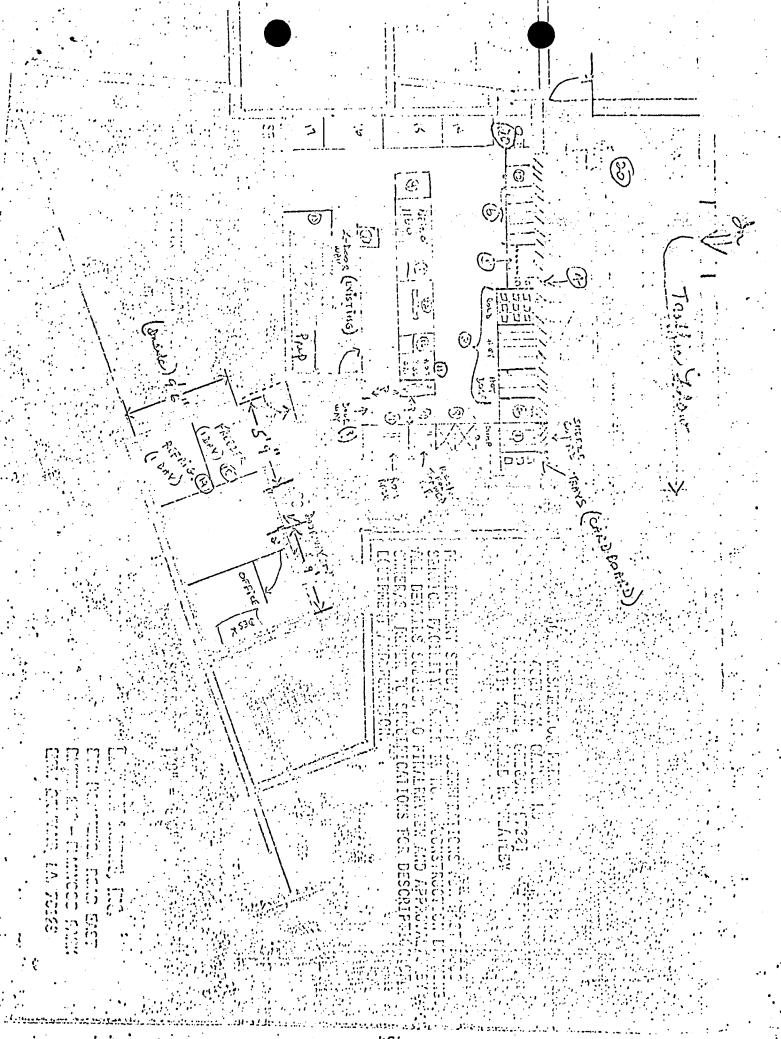
PRELIMINARY STUDY - FOOD SERVICE FACILITIES

- 1. French fry pick-up area with sneeze guard and
- 2. Hot dessert (hot fruit tart) display and pick-up area. Something similar to McDonalds hot apple pie display but with self-service capabilities.
- 3. Hot and cold sandwich holding area self-service.
 - a. For hot dogs
 - b. For 2 sizes of burgers
 - 1) Large Packy with sprouts, etc.
 - 2) Small plain and cheese.
 - c. For cold sandwiches (2 kinds) and the survival kit. Joe Angel suggested simplifying things even more and only having the sandwiches in the survival kit. Could this area be adapted for use either way? (Survival Kit approximately 3½" x 8½" x 5½". Dixie Marathon. This is a possible size to give you an idea. Perhaps we could find a smaller size.)
- 4. Coffee pick-up area.
- 5. 6-head drink and ice dispensing unit reversible to self-service if necessary.
- 6. Precapped drink, milk shake and carton milk holding and pick-up area 9 rows (1 milk, 2 shake, 6 drink). Joe thought that the area devoted to milk and shakes in previous layout was too much as these are not high volume items, e.g., milk approximately 2 cases (130) on last weekend where zoo attendance was 11,500 people.
- 7. Stand-up rack for thawed french fries and stand-up roll rack. Joe thought we might save on refrigerator equipment here by using a thawed french fry instead of a frozen product. This is the direction Burger King is taking. Back in this area I've proposed that a doorway be broken through the existing wall and this would provide quick and easy access to the freezer and refrigerator in back of house. What do you think regarding the practicality of this and the expense?
- 8. 2 french fryers with a dump and bagging area next to them.
- 9. A freezer unit associated with the Neico 1100 broiler (perhaps we can use the existing box of which we now have several).
- 10. Steamer units on either side of the work table (one that handles burgers and the other hot dogs). (Perhaps this whole area could be rearranged so only one steamer was necessary. I don't know?)
- 11. Hot dog grill and refer unit (I've ordered "The Hot Dog Wagon" from Wyott Company @ \$3,700 and the grill on this unit [largest one] has a 750/hour capacity). We'll need something of similar capacity.

- 12. Work table with area for the prep items (sprouts, tomatoes, etc.) and overhead area for wrapping paper, etc.
- 13. Work table.
- 14. Additional space this is a big "?" for me maybe doesn't fit.
- 15. Reach-in refrigerator.
- 16. Holding cabinet for hot and cold wrapped sandwiches service area.

da da

- 17. Drink dispenser and ice maker for service area.
- 18. Freezer We'd like to make these as large as possible for the area we have available. We need at least storage
- 19. Refrigerator capacity for one day's supplies.
- 20. 2 cash registers one mobile and used only at peak times.



	BOARD	ACTION	
77-	904	DATE 8-26-77	

NO. 77-904	DATE	8-3	16-77
	YES	NO	ABST.
BARTELS	_		
GORDON			
McCREADY			
ROBNETT			
SALQUIST			
SCHUMACHER			
MILLER, CHAIRMAN	1		

77-904 TRAVEL REQUESTS

1. THE BOARD PREVIOUSLY APPROVED A REQUEST FOR \$431 FOR DON FLATELY TO ATTEND A GIFT SHOWIKIN LOS BANGELES AND THE GIFT AND CONCESSION AREAS AT SEA WORLD, THE SAN DIEGO ZOO, AND THE SAN DIEGO WILDLIFE PARK. BECAUSE THIS WAS A FIRST TRIP, DON SIMPLY UNDERESTIMATED HIS COSTS BY \$99.71 INCLUD-ING PARKING COSTS, CAR EXPENSES, LODGING, FOOD AND ENTRANCE FEES. THESE COSTS HAVE BEEN ITEMIZED AND SUBMITTED TO THE ACCOUNTING DEPARTMENT FOR CHARGE TO ACCOUNT CODE 12-608.

THE STAFF RECOMMENDS APPROVAL FOR PAYMENT OF THE ADDITIONAL COSTS OF \$99.71.

ROBERT DAHL, CONSULTANT FOR THE CETA FELINE EXHIBIT PROJECT SUGGESTED THAT BILL McCabe, OUR PROJECT SUPERVISOR, STEVE McCusker and Lee Marshall visit the Arizona Sonora Desert MUSEUM TO SEE FIRST HAND THE TYPE PROJECT CONTEMPLATED AND HOW THEY HANDLED DESIGN PROBLEMS RELATED DIRECTLY TO ANIMAL CARE AND MAINTENANCE. THE COSTS WHICH WILL AMOUNT TO \$966, OR \$322 PER PERSON, WILL BE PAID BY FUNDS PREVIOUSLY DESIG-NATED TO PAY THE CONSULTANT FOR TRIPS TO PORTLAND. THE PORTLAND CETA OFFICE WAS CONTACTED TO SEE IF SUCH A SUBSTI-TUTION WOULD BE PERMISSABLE AND AGREED THAT IT WOULD.

THE STAFF RECOMMENDS APPROVAL FOR A TRIP TO ARIZONA DURING SEPTEMBER FOR THREE STAFF MEMBERS AT A TOTAL COST NOT TO EXCEED \$966.

> METROPOLITAN SERVICE DISTRICT BOARD ACTION BARTELS SCHUMACHER MILLER, CHAIRMAN

Clerk of the Board

The Zoo is presently considering sending two male giraffe to the Wildlife Safari near Roseburg, Oregon. Before doing so we would like to send Steve McCusker, head of the Department of Animals and Grounds, and Michael Schmidt, the Zoo Veterinarian, to the Wildlife Safari to make certain they can house these animals properly and to discuss other possible exchanges. The trip is planned for August 30 by way of a rented airplane with costs to be charged to Account a Code 24-607.

THE STAFF RECOMMENDS APPROVAL FOR TRAVEL BY TWO STAFF MEMBERS

BOARD ACTION

4. This Fall an important zoo conference is being held in San Diego on September 18 through 22 (American Association of Zoological Parks and Aquariums). Funds have been itemized for the staff to attend this conference as follows:

TRANSPORTATION	\$192.00	
REGISTRATION	47.50	
Room (5 x \$25)	125.00	
Board (6 x \$15)	90.00	
MISCELLANEOUS	30.00	
TOTAL	\$484.50	(EACH)

THE STAFF RECOMMENDS APPROVAL FOR STEVE McCusker (FOR PROFESSIONAL DEVELOPMENT) AND HAL MARKOWITZ (FOR PROFESSIONAL DEVELOPMENT AND DELIVERY OF A TECHNICAL PAPER) TO ATTEND THE AAZPA CONFERENCE IN SAN DIEGO AT A TOTAL COST PER PERSON NOT TO EXCEED \$484.50.

METROPOLITAN SERVICE DISTRICT
BOARD ACTION

NO. 77-904. D W & 8-26-77

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BARTELS
GORDON
MCCREADY
ROBNETT
SALQUIST
SCHUMACHER
MILLER, CHAIRMAN

Board

of the

- 43 -

77-905 MSD OFFICE PHONE SYSTEM

It was originally planned that when the telephone company had installed the necessary lines to the zoo all of MSD would be changed over to the Multnomah County Centrex phone system. The deadline for phone numbers in the next directory is almost here and the phone situation at the zoo has not been finalized.

THE MAIN REASONS FOR THIS PROPOSAL ARE A REDUCTION IN PHONE COSTS WHILE AT THE SAME TIME INCREASING OUR BENEFITS AND CAPABILITIES FOR THIS PHONE SYSTEM.

THE ZOO STAFF IS CONCERNED ABOUT THE POSSIBLE HIGH COSTS TO THEM BECAUSE THE NEW CENTREX RATES WILL HAVE THE DISTANCE BETWEEN THE CENTRAL UNIT AND THEIR PHONES AS A SIGNIFICANT FACTOR AND ALSO IT HAS NOT BEEN DETERMINED WHAT TYPE OF TELEPHONE EQUIPMENT WOULD BEST SERVE THEIR NEEDS. THEREFORE, THE STAFF RECOMMENDS THAT THE MSD OFFICE PHONE SYSTEM BE CHANGED TO THE MULTNOMAH COUNTY CENTREX SYSTEM NOW AND THE AGREEMENT FOR SAME BE SIGNED.



OTHER BUSINESS

77-906 MSD LIABILITY INSURANCE

LIKE ALL GOVERNMENTAL ENTITIES, LIABILITY INSURANCE HAS PRESENTED AN EVER-INCREASING PROBLEM IN RECENT YEARS TO MSD BOTH FOR COST AND AVILABILITY. WE ARE MORE FORTUNATE THAN SOME AGENCIES IN THAT WE STILL HAVE PROPOSALS FOR THIS INSURANCE; HOWEVER, WITH ONE OF OUR PRESENT CARRIERS LEAVING THE MARKET, OUR LIABILITY INSURANCE PROGRAM HAS TO BE RESTRUCTURED.

THE LIABILITY INSURANCE IS SPLIT UP INTO THREE PARTS:

BODILY INJURY/PROPERTY DAMAGE/ERRORS & OMISSIONS PUBLIC OFFICIALS

MSD's INSURANCE UP TO SEPTEMBER 1, 1977, WAS ESTABLISHED WITH THREE CARRIERS AS FOLLOWS:

- Basic or Primary Coverage \$300,000/100,000/300,000
- . SECONDARY COVERAGE \$3,000,000/3,000,000/1,000,000
- Excess Coverage \$2,000,000/2,000,000/0

 TOTALS \$5,300,000/5,100,000/1,300,000

WE LOSE OUR SECONDARY COVERAGE SEPTEMBER 1, 1977, AND OUR BROKER, AFTER MUCH WORK, HAS RESTRUCTURED THE INSURANCE AS FOLLOWS:

- BASIC \$500,000/500,000/1,000,000
- . SECONDARY AND EXCESS \$5,000,000/5,000,000/5,000,000
 TOTALS \$5,500,000/5,500,000/6,000,000

We have the option in the proposal of the secondary carrier to vary the excess E & O coverage in increments of \$1,000,000 at a rate of \$500 per million annually. The recommendation of the broker and staff is to <u>leave</u> it at the maximum as shown. The effect would be a cost of \$2,500 annually.

This would represent an annual rate increase for Liability insurance only of approximately \$9,500 with \$8,000 of this due directly to the Zoo Railroad.

METROPOLITAN	SERVICE DISTRICT
BOARD	ACTION
NO. 77-906	DATE 8-26-77
	YES NO ABST.
BARTELS	
GORDON	
McCREADY	
ROBNETT	
SALQUIST	
SCHUMACHER	
MILLER, CHAIRMAN	
· WIII	
Jedu III	Variation.
Clerk or the Lo	a: d

METROPOLITAN SERVICE DISTRICT

BOARD OF DIRECTORS

GUEST ATTENDANCE LIST

DATE: (lug 26, 1977	e e e e e e e e e e e e e e e e e e e
NAME	Representation
Robert Brown	DEQ
John Front	Solid Waste Advisory
HE MATSCHIKAT	PUBLISHERS PAPER
RIFRUES	
YR ARCATE.	Bechtel INC.
B. Sulleran	Portland Locycling
Torry bwell	SWAC '
Caly Wyhl	Lity follows
John Hanker	Muttnomak Co.
Michael Alecho	Oregonian
N N	