



# METROPOLITAN SERVICE DISTRICT

1220 S.W. MORRISON, ROOM 300, PORTLAND, OREGON 97205

(503) ~~222-3874~~ 248-5470

## BOARD OF DIRECTORS

WASHINGTON PARK ZOO  
EDUCATION BUILDING  
4001 SW CANYON ROAD

AUGUST 25, 1978  
2:00 P.M.

## A G E N D A

78-1134

MINUTES

78-1135

PUBLIC COMMUNICATIONS

### ADMINISTRATIVE DIVISION

78-1136

CASH DISBURSEMENTS

78-1137

TRAVEL REQUEST

### SOLID WASTE DIVISION

78-1138

DISPOSAL SITING ALTERNATIVE REPORT

78-1139

SOLID WASTE PROGRAM STATUS  
RESOURCE RECOVERY PHASE II - DESIGN  
PROPOSAL

78-1140

CONTRACTS 78-166 AND 78-167 -  
CLOUDBURST ENVIRONMENTAL INSTITUTE

### ZOO DIVISION

78-1141

PLAYBOX PLAYERS ANNUAL REPORT AND  
AGREEMENT RENEWAL

78-1142

TRAVEL REQUEST

### OTHER BUSINESS

### INFORMATIONAL REPORTS



# METROPOLITAN SERVICE DISTRICT

1220 S.W. MORRISON, ROOM 300, PORTLAND, OREGON 97205

(503) 222-3571 248-5470

## BOARD OF DIRECTORS

WASHINGTON PARK ZOO  
EDUCATION BUILDING  
4001 SW CANYON ROAD

AUGUST 25, 1978  
2:00 P.M.

## A G E N D A

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INFORMATIONAL REPORTS

Zoo Division   -   FINANCIAL REPORT FOR JULY 1978

78-1134 MINUTES

THE FOLLOWING PAGES CONTAIN THE MINUTES OF THE AUGUST 11, 1978, BOARD MEETING. THE STAFF RECOMMENDS APPROVAL OF THE BOARD MINUTES.

78-1135 PUBLIC COMMUNICATIONS

THIS AGENDA ITEM ALLOWS THE BOARD TO RECEIVED COMMENTS FROM THE PUBLIC ON MATTERS NOT LISTED ON THE MEETING AGENDA.



78-1136 CASH DISBURSEMENTS

THE ACCOUNTING DEPARTMENT HAS PREPARED CHECKS NUMBERED FROM 03404 TO 03559 FROM PAYMENT REQUESTS RECEIVED, WHICH WERE APPROVED AS WITHIN MSD BUDGET.

THE STAFF RECOMMENDS APPROVAL FOR PAYMENT OF CHECK REGISTERS DATED AUGUST 22, 1978, IN THE TOTAL AMOUNT OF \$118,123.29; AND AUGUST 23, 1978, IN THE TOTAL AMOUNT OF \$16,805.58.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 78-1136 DATE 8-25-78

	YES	NO	ABST
BARTELS	<input checked="" type="checkbox"/>		
BUCHANAN	<input checked="" type="checkbox"/>		
DURIS	<input checked="" type="checkbox"/>		
MCCREADY	<input checked="" type="checkbox"/>		
ROBNETT	<input checked="" type="checkbox"/>		
SALQUIST	<input checked="" type="checkbox"/>		
SCHUMACHER	<input checked="" type="checkbox"/>		

[Signature]  
Clerk of the Board

78-1137 TRAVEL REQUEST

THIS IS A REQUEST FOR CHARLES ESTES TO ATTEND THE ANNUAL DATA PROCESSING MANAGERS CONFERENCE SCHEDULED FOR OCTOBER 3RD TO 6TH, 1978, AT VANCOUVER, B.C. VALUABLE INFORMATION FOR THE IMPLEMENTATION OF OUR COMPUTER SYSTEM WAS GAINED FROM LAST YEAR'S CONFERENCE, AND THE AGENDA FOR THIS YEAR'S CONFERENCE INDICATES MUCH PERTINENT INFORMATION WILL BE AVAILABLE RELATING DIRECTLY TO OUR ACCOUNTING AND INFORMATION SYSTEMS.

COSTS FOR THIS CONFERENCE ARE ESTIMATED AS FOLLOWS:

FOOD	\$25.00
TRAVEL	102.00
REGISTRATION, INCLUDES LODGING AND SOME MEALS	<u>222.00</u>
	\$349.00

THE STAFF RECOMMENDS APPROVAL FOR CHARLES ESTES TO ATTEND THE CONFERENCE AT A COST NOT TO EXCEED \$349.00.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 78-1137 DATE 8-25-78

	YES	NO	ABST
BARTELS	<input checked="" type="checkbox"/>		
BUCHANAN			
DURIS	<input checked="" type="checkbox"/>		
MCCREADY			
ROBNETT	<input checked="" type="checkbox"/>		
SALQUIST	<input checked="" type="checkbox"/>		
SCHUMACHER	<input checked="" type="checkbox"/>		

[Signature]  
Clerk of the Board

78-1138 DISPOSAL SITING ALTERNATIVE REPORT - SOLID WASTE  
PROGRAM STATUS REPORT

THE PURPOSE OF THIS AGENDA ITEM IS TO PROVIDE THE FINAL DRAFT OF THE DISPOSAL SITING ALTERNATIVES REPORT FOR BOARD CONSIDERATION AND APPROVAL IF APPROPRIATE. THE REPORT WAS FIRST PRESENTED TO THE BOARD ON APRIL 28, 1978. IT WAS SUBSEQUENTLY CIRCULATED FOR REVIEW BY DEQ, EPA, LOCAL JURISDICTIONS, SITE OWNERS AND LANDFILL OPERATORS. THE COMMENTS WHICH WERE RECEIVED HAVE BEEN INCORPORATED INTO THE REPORT. ALTHOUGH THE FORMAT AND CERTAIN SECTIONS OF THE REPORT HAVE BEEN RE-WRITTEN, THERE ARE NO MAJOR CHANGES IN THE FINDINGS AND RECOMMENDATIONS AS THEY WERE PRESENTED TO THE BOARD ON APRIL 28, 1978. AT THEIR JUNE 5 MEETING, THE SOLID WASTE ADVISORY COMMITTEE RECOMMENDED ACCEPTANCE OF THE REPORT.

AS INDICATED IN THE ATTACHED LETTER TO BILL YOUNG FROM CHARLES KEMPER, THE REPORT PARTIALLY SATISFIES A REQUEST FROM DEQ REGARDING SELECTION OF FUTURE LANDFILL SITES. THE REPORT REPRESENTS A SIGNIFICANT INFORMATIONAL RESOURCE AND PROVIDES JUSTIFICATION OF NEEDS FOR THE WORK ACTIVITIES OUTLINED IN THE TRANSMITTAL LETTER TO BILL YOUNG.

THE STAFF RECOMMENDS BOARD APPROVAL OF THE REPORT AS AN INFORMATIONAL RESOURCE, AND ADOPTION OF ITS FINDINGS AND RECOMMENDATIONS. THE STAFF FURTHER RECOMMENDS THAT THE BOARD APPROVE A SHORT-RANGE WORK PLAN AS OUTLINED IN THE ATTACHED LETTER TO BILL YOUNG, OF DEQ.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 78-1138 DATE 8-25-78

YES NO ABST.

BARTELS  
BUCHANAN  
DURIS  
McCREADY  
ROBNETT  
SALQUIST  
SCHUMACHER

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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## METROPOLITAN SERVICE DISTRICT

1220 S. W. MORRISON ROOM 300 PORTLAND, OREGON 97205

(503) 248-5470

August 21, 1978

Bill Young  
Department of Environmental Quality  
P. O. Box 1760  
Portland, Oregon 97207

Dear Bill:

In August 1977 the Department of Environmental Quality (DEQ) requested that MSD "take steps to assure that a disposal crisis will not occur" in the MSD area. The purpose of this letter is to transmit a report entitled "Disposal Siting Alternatives" which summarizes a major portion of our work to date and to explain the status of our efforts to avert the possible crisis you have referred to.

### Background Information

In October of 1977 we indicated a date of late 1980 when the final grade would be reached for the City of Portland St. Johns Landfill and mid-1980 for Rossman's Landfill. Recent information provided by Jack Parker for Rossman's Landfill indicates that site should reach final grade under its existing permit in July 1980.

Land Reclamation's Grand Avenue Landfill site and Glenn LaVelle's King Road site are at or near their final grades under existing permits. The closure of these sites will affect the projected fill rate of both Rossman's and the St. Johns Landfill. The possible closure of Rossman's Landfill if the owner's terms cannot be met further worsens the landfill disposal situation in the Portland Metropolitan area.

Progress towards implementation of the resource recovery project is necessarily slow. The estimated costs of the project increase as delay occurs. Publishers Paper Co. appears willing to continue with the project, however they cite the need for further studies and extensive contract negotiations before a final commitment can be made. At best, it is not likely that the resource recovery facility could be on line before mid-1982.

Page 2  
August 21, 1978  
Letter to Bill Young

The mismatches of this schedule are illustrated in the time lines shown in Attachment A.

### Short Range Plans

Based on the findings and recommendations of the enclosed report, the direction of our present efforts is outlined as follows:

(1) Resource Recovery Facility

We will continue to do everything possible to advance this project. The projected costs of the facilities, the complexities of assuring solid waste flow in light of recent court decisions, and the unfamiliarity of a new MSD Board with this project greatly disadvantage the momentum of our efforts.

(2) St. Johns Expansion

As indicated in the report and Attachment 1 of this letter, both the upward and outward expansion of St. Johns Landfill are necessary for future solid waste disposal in this area. There simply appears to be no other alternative which can be implemented in sufficient time to avert a possible solid waste disposal crisis.

(3) Rossman's Expansion

Although expansion of Rossman's Landfill through a second lift has been previously suggested, the reluctance of the current owner to accept minimum operational standards and recent problems with leachate and odors may reduce the viability of this alternative. The owner has indicated that he intends to close the site sometime after September 15, 1978 unless a rate increase is allowed.

(4) Durham Pits

The report being transmitted to you indicates that the next site selected for implementation should come from a list of sites contained in the report and we would consider the greatest economic advantage to the MSD area as a primary factor. Although we feel this is

still an appropriate recommendation, the specific circumstances and seriousness of the present situation dictate placing more emphasis on alternative selection criteria. We are somewhat optimistic that an expansion of St. Johns Landfill may be approved by your agency and the EPA. However, even with expansion of St. Johns and expansion of Rossman's, the continuous disposal requirements of the southern area of MSD cannot be met without an additional facility. In addition, we are aware that your agency has identified a need to assure the quality of groundwater in the East Multnomah county area. Discussions and correspondence with your staff indicate a scepticism for artificial liners containing landfill contaminants. The apparent preferences of your staff, the geographic disposal needs of the MSD area, and other factors, including expediency, seem to indicate that the Durham Pits be identified as a site for which more detailed implementation feasibility should be developed.

(5) Public Transfer Stations

As identified in the report, we feel a key consideration in implementing new landfill sites is keeping the general public out of the landfill. The alternative we feel should be pursued entails construction of small citizen dumping stations to replace the services provided by the present sites. We therefore propose to implement a demonstration of this kind of station in the near future.

(6) Commercial Transfer Stations

As soon as a decision or commitment can be made regarding implementation of the processing plant, we intend to site a larger commercial transfer station to assure flow to the processing facility.

We anticipate that the expansion proposal for St. Johns Landfill will be directed to you very shortly in the form of an NPDES permit. Discussions are now occurring on the Rossman's expansion. Further feasibility analysis of the Durham Pits requires joint development of a scope of work for this task by your staff and us. The specifications for design and operation of a small public transfer station will require review by your agency.

Page 4  
August 21, 1978  
Letter to Bill Young

Please advise whether these plans meet your approval.

If you have any questions regarding this letter or the Disposal Siting Alternatives Report, please contact Corky Ketterling of our offices.

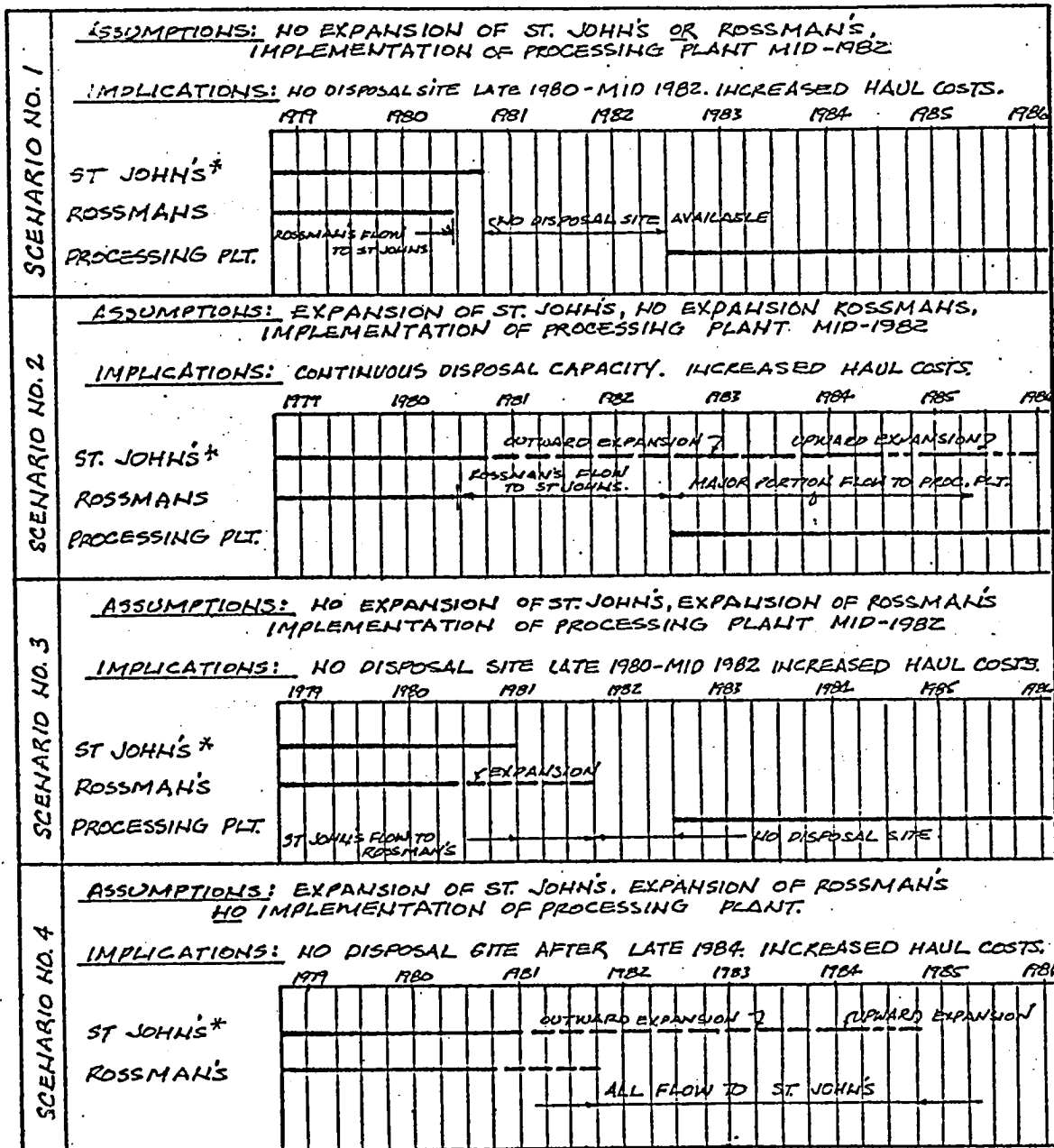
Very truly yours,

Charles C. Kemper, Director  
Solid Waste Division

cc: Cowles Mallory, City of Portland  
Jack Parker, Rossman's Landfill  
Doug Hansen, EPA  
Ernie Schmidt, Bob Gilbert, DEQ

1.20.B.4

ATTACHMENT "A"  
MSD AREA  
MAJOR LANDFILL LIFE



\* BASED ON AERIAL TOPOGRAPHY BY CITY OF PORTLAND EXPECTED CAPACITY DATE HAS BEEN REVISED FROM EARLY 1980 TO EARLY 1981



78-1139 RESOURCE RECOVERY PHASE II - DESIGN PROPOSAL

SINCE THE COMPLETION OF THE PHASE I ENGINEERING DESIGN FOR THE RESOURCE RECOVERY FACILITY IN OREGON CITY, PUBLISHERS PAPER Co. (PPC) HAS BEEN WORKING ON THE PROJECT FINANCING AND RELATED DECISIONS. THE PURPOSE OF THIS AGENDA ITEM IS TO:

- 1) TRANSMIT "FINANCEABILITY OF THE PORTLAND PROJECT" (UNDER SEPARATE COVER), A FINAL REPORT PREPARED FOR MSD AND PPC BY MERRILL LYNCH WHITE WELD CAPITAL MARKETS GROUP.
- 2) PROVIDE A FORUM FOR PPC TO PRESENT A PROPOSAL TO PERFORM PHASE II WORK.

NO ACTION IS REQUIRED ON THIS AGENDA ITEM PENDING REVIEW BY THE MSD BOARD.



JACK E. MEADOWS  
PRESIDENT

August 24, 1978

Commissioner Robert Schumacher, Chairman  
Metropolitan Service District  
1220 S. W. Morrison Street  
Portland, Oregon 97205

Dear Bob:

Based upon the Phase I Engineering work now completed and summarized in the final reports prepared and issued by the Bechtel Corporation and the Merrill Lynch White Weld Capital Markets Group, we are willing to express our continued interest in the proposed Oregon City Resource Recovery Facility. It is our feeling that the work completed to date has demonstrated the technical and economic viability of the proposed facility, and we are willing to continue with its development. We are ready to work with you to negotiate the several contracts required for the implementation of the program. At the same time, it will be necessary to complete various technical work associated with these contracts.

We feel that the opportunity of providing an assured source of energy to our Oregon City mill and helping the community solve a waste disposal problem, can be most important to all of us and we look forward to our continued relationship.

Cordially yours,

Jack E. Meadows



OREGON C.U.P. AWARD  
Publishers Paper Co. has been named the first recipient of the Oregon C.U.P.  
(Cleaning Up Pollution) Award for outstanding achievements in protecting the  
environment.

419 MAIN ST., OREGON CITY, OREGON 97045, TELEPHONE (503) 656-5211

78-1140 CONTRACTS 78-166 AND 78-167 - CLOUDBURST ENVIRONMENTAL INSTITUTE

THE MSD CODE REQUIRES ALL PROCESSING FACILITIES TO OPERATE UNDER AN AGREEMENT WITH MSD (SECTION 12.02.060). CLOUDBURST OPERATES TWO PROCESSING FACILITIES AND HAS REQUESTED AGREEMENTS TO PUT THEM IN COMPLIANCE WITH THE CODE. THE STAFF RECOMMENDS USING A SEPARATE AGREEMENT FOR EACH FACILITY. CLOUDBURST IS A NON-PROFIT ORGANIZATION.

CONTRACT 78-166

THIS AGREEMENT COVERS CLOUDBURST'S COMPOSTING AND VERMICULTURE OPERATION AT 2440 NE TENTH AVENUE IN PORTLAND. THIS FACILITY ACCEPTS AND COMPOSTS PUTRESCIBLE FOOD SCRAPS COLLECTED BY CLOUDBURST. THE FACILITY IS NOT OPEN TO THE PUBLIC. THE OPERATION IS LIMITED TO TWO CUBIC YARDS PER WEEK.

THIS AGREEMENT REQUIRES APPROPRIATE MEASURES TO PREVENT RODENT AND INSECT INFESTATION, NOXIOUS ODORS, OR ANY OTHER UNSANITARY OR ENVIRONMENTALLY HAZARDOUS CONDITIONS. THE STAFF RECOMMENDS WAIVING THE USER FEE (APPROXIMATELY 32¢ PER WEEK) IN VIEW OF THE SIZE OF THE FACILITY, ITS EXPERIMENTAL NATURE, AND THE COSTS TO BOTH MSD AND CLOUDBURST OF IMPLEMENTING AND MONITORING A USER FEE SYSTEM. SUCH A WAIVER HAS PREVIOUSLY BEEN GRANTED BY THE MSD BOARD.

CONTRACT 78-167

THIS AGREEMENT COVERS CLOUDBURST'S COMPOSTING OPERATION AT 521 NE RUSSET IN PORTLAND. ON FEBRUARY 1, 1978, MSD ENTERED INTO AN AGREEMENT (CONTRACT 77-099) WITH SUNFLOWER

RECYCLING FOR THIS COMPOSTING OPERATION, HOWEVER, CLOUDBURST HAS ASSUMED OPERATIONAL CONTROL WHICH NECESSITATES A NEW AGREEMENT WITH CLOUDBURST AND TERMINATION OF THE SUNFLOWER CONTRACT. THIS FACILITY ACCEPTS AND COMPOSTS PUTRESCIBLE FOOD SCRAPS COLLECTED BY CLOUDBURST. THIS FACILITY IS ALSO NOT OPEN TO THE PUBLIC, AND IS LIMITED TO THREE CUBIC YARDS PER WEEK. THE AGREEMENT IS SIMILAR TO 78-166.

THE STAFF RECOMMENDS APPROVAL OF CONTRACTS 78-166 AND 78-167 WITH CLOUDBURST ENVIRONMENTAL INSTITUTE SUBJECT TO LEGAL COUNSEL REVIEW.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 78-1140 DATE 8-25-78

	YES	NO	ABST
BARTELS	<input checked="" type="checkbox"/>		
BUCHANAN	<input checked="" type="checkbox"/>		
DURIS	<input checked="" type="checkbox"/>		
MCCREADY	<input checked="" type="checkbox"/>		
ROBNETT	<input checked="" type="checkbox"/>		
SALQUIST	<input checked="" type="checkbox"/>		
SCHUMACHER	<input checked="" type="checkbox"/>		

[Signature]  
Clerk of the Board

PROCESSING FACILITY AGREEMENT

PARTIES:

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

CLOUDBURST ENVIRONMENTAL INSTITUTE, a non-profit corporation organized and existing under the laws of the State of Oregon, (hereafter Cloudburst).

DATE: August 25, 1978

RECITALS:

1. Cloudburst owns and operates a processing facility (the Facility), as defined in Section 12.02.030(13) of the Code of MSD, (the Code), located at 2440 N. E. 10th Avenue in Portland, Oregon. The Facility presently accepts and composts solid wastes as defined in Section 12.02.030(17). These solid wastes are principally putrescible food wastes collected by Cloudburst.

2. MSD has implemented, 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 facilities and transfer stations, except by agreement with MSD (Section 12.02.060).

3. MSD's Code 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 (Section 12.02.060).

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 1,200 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 capabilities of this facility are not definite.

(c) Phase III currently is defined as when the two processing facilities are operational.

5. At each MSD processing facility, resources, such as refuse derived fuel and ferrous metals, will be recovered and sold. It is anticipated that the fuel will be sold on long term contracts requiring a guarantee by MSD of a reliable and continuous supply. The giving of such a guarantee may require MSD to be able to direct the flow of solid wastes to its facilities or facilities designated by MSD. MSD's ability to solve the Portland metropolitan area solid waste disposal problems depends in large measure on the sale contracts for recovered resources, especially the refuse derived fuel.

AGREEMENT:

6. (a) Cloudburst agrees to operate the facility during the term of this agreement in compliance with all applicable laws, rules and regulations. The operation shall involve the receipt of food scraps at the site at 2440 N. E. 10th Avenue in Portland, Oregon, the milling of the wastes to reduce the size of each particle, the composting of wastes and the practice of vermiculture.

(b) Solid waste received shall be controlled to prevent rodent and insect infestations or other unsanitary or environmentally hazardous conditions.

(c) Noxious odors shall be controlled to prevent a public nuisance. The finished compost material shall be properly stored to prevent any vector infestation or nuisance.

(d) Manual handling of solid waste shall be carefully controlled to prevent transmission of diseases therefrom or contact with substances which could affect the health of Cloudburst employees and public.

(e) Within thirty (30) days of the execution of this Agreement, Cloudburst shall submit to MSD a list of measures implemented to assure compliance with the requirements of paragraph 6 (a) (b) (c) and (d).

7. Cloudburst recognizes that it is subject to payment of the MSD user fees set forth in the attached Schedule A for solid wastes generated within the MSD and accepted at the Facility except solid wastes that:

- (a) Are not putrescible, and
- (b) Have been source-separated, and
- (c) Are not and will not be mixed by type with other solid wastes, and
- (d) Will be reused or recycled.

For the purpose of this section, putrescible does not include wood, dry cardboard or paper uncontaminated by food wastes or petroleum products.

MSD agrees, however, to waive payment of the user fee payable during the term of this Agreement due to the small size of the Facility's operation, its experimental nature, the heavy cost burden on Cloudburst of setting up an accounting system to comply with the Code and the heavy cost to MSD of auditing and insuring payment of said fees, provided that the capacity of the Facility does not exceed two (2) cubic yards per week.

8. Cloudburst shall file monthly with MSD a report indicating the types and quantities of solid wastes accepted.

9. In view of the experimental nature of the Facility, Cloudburst shall submit to MSD

- (a) Within thirty (30) days of the execution of this Agreement, a statement of goals and objectives outlining the intentions and expectations during the first year of operation under this Agreement.

- (b) Within thirty (30) to forty five (45) days prior to the termination date of this Agreement a report outlining the accomplishments during operation under this Agreement.



10. MSD may inspect the property and improvements constituting Facility in accordance with the Code.

11. Any notices required to be given under this Agreement shall be given to Cloudburst at 2440 N. E. 10th Avenue, Portland, Oregon and to MSD c/o Director, Solid Waste Division, 1220 S. W. Morrison, Room 300, Portland, Oregon.

12. Cloudburst will notify MSD in writing immediately upon any material change in its management personnel or operation as described in this Agreement.

13. This Agreement does not eliminate or reduce the necessity of a DEQ permit and compliance with DEQ statutes and rules and does not affect Cloudburst's obligation to comply with any laws or regulations of MSD or any other government body.

14. (a) Cloudburst understands that when MSD's first processing facility becomes operational it will be necessary for solid wastes generated in at least the southern half of MSD 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 Cloudburst to the MSD's processing facility in order to guarantee quantities and solve an area-wide problem. Cloudburst understands and agrees that this Agreement does not vest any right or privilege in Cloudburst to receive solid wastes generated within the MSD boundaries. Cloudburst understands and agrees that any improvements made at the Facility are made at its risk. MSD makes no guarantee, commitment or agreement that solid wastes generated in the MSD area will come to

the Facility.

(b) Cloudburst understands and agrees that this Agreement is a temporary Agreement to operate and vests no renewal rights in Cloudburst or rights to a contested case hearing. 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 part of a facility or that MSD will contract with Cloudburst to design, construct or operate the north processing facility.

15. (a) This Agreement may be terminated by MSD if after five (5) days notice of a violation of this Agreement, the Code, or any MSD 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.

(b) Except as provided in paragraph 15(a), this Agreement will terminate on August 25, 1979.

16. Cloudburst may not under any condition transfer or assign this agreement, and may not delegate any duty to perform any portion of this Agreement.

17. In the event of litigation concerning this Agreement, the prevailing party is entitled to reasonable attorney's 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 provisions shall not be impaired.

METROPOLITAN SERVICE DISTRICT

DATE: \_\_\_\_\_

CLOUDBURST ENVIRONMENTAL INSTITUTE

DATE: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
MSD Attorney

### SCHEDULE A

During Phase I of the MSD Program, the following user fees shall be collected and paid by the operators of solid waste disposal sites and processing facilities in accordance with Chapter 12.04 of the MSD Code:

- A. Non-compacted solid waste 16¢ per cubic yard delivered.
- B. Compacted solid waste 28¢ per cubic yard delivered.
- C. All material delivered in private cars, station wagons, vans, single and two-wheel trailers, and trucks with rated capacities of less than one ton will be computed at the rate of 16¢ per cubic yard with a minimum charge of 35¢ per load.
- D. The user fees for solid waste delivered in units less than a whole cubic yard shall be determined and collected on a basis proportional to the fractional yardage delivered. For example, 4½ cubic yards of non-compacted solid waste would require a user fee of 75¢.

PROCESSING FACILITY AGREEMENT

PARTIES:

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

CLOUDBURST ENVIRONMENTAL INSTITUTE, a non-profit corporation organized and existing under the laws of the State of Oregon, (hereafter Cloudburst).

DATE: August 25, 1978

RECITALS:

1. Cloudburst owns and operates a processing facility (the Facility), as defined in Section 12.02.030(13) of the Code of MSD, (the Code), located at 521 N. E. Russet in Portland, Oregon. The Facility presently accepts and composts solid wastes as defined in Section 12.02.030(17). These solid wastes are principally putrescible food wastes collected by Cloudburst.

2. MSD has implemented, 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 facilities and transfer stations, except by agreement with MSD (Section 12.02.060).

3. MSD's Code 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 (Section 12.02.060).

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 1,200 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 capabilities of this facility are not definite.

(c) Phase III currently is defined as when the two processing facilities are operational.

5. At each MSD processing facility, resources, such as refuse derived fuel and ferrous metals, will be recovered and sold. It is anticipated that the fuel will be sold on long term contracts requiring a guarantee by MSD of a reliable and continuous supply. The giving of such a guarantee may require MSD to be able to direct the flow of solid wastes to its facilities or facilities designated by MSD. MSD's ability to solve the Portland metropolitan area solid waste disposal problems depends in large measure on the sale contracts for recovered resources, especially the refuse derived fuel.

AGREEMENT:

6. (a) Cloudburst agrees to operate the facility during the term of this agreement in compliance with all applicable laws, rules and regulations. The operation shall involve the receipt of food scraps at the site at 2440 N. E. 10th Avenue in Portland, Oregon, the milling of the wastes to reduce the size of each particle, and composting of wastes.

(b) Solid waste received shall be controlled to prevent rodent and insect infestations or other unsanitary or environmentally hazardous conditions.

(c) Noxious odors shall be controlled to prevent a public nuisance. The finished compost material shall be properly stored to prevent any vector infestation or nuisance.

(d) Manual handling of solid waste shall be carefully controlled to prevent transmission of diseases therefrom or contact with substances which could affect the health of Cloudburst employees and public.

(e) Within thirty (30) days of the execution of this Agreement, Cloudburst shall submit to MSD a list of measures implemented to assure compliance with the requirements of paragraph 6 (a) (b) (c) and (d).

7. Cloudburst recognizes that it is subject to payment of the MSD user fees set forth in the attached Schedule A for solid wastes generated within the MSD and accepted at the Facility except solid wastes that:

- (a) Are not putrescible, and
- (b) Have been source-separated, and
- (c) Are not and will not be mixed by type with other solid wastes, and
- (d) Will be reused or recycled.

For the purpose of this section, putrescible does not include wood, dry cardboard or paper uncontaminated by food wastes or petroleum products.

MSD agrees, however, to waive payment of the user fee payable during the term of this Agreement due to the small size of the Facility's operation, its experimental nature, the heavy cost burden on Cloudburst of setting up an accounting system to comply with the Code and the heavy cost to MSD of auditing and insuring payment of said fees, provided that the capacity of the Facility does not exceed three (3) cubic yards per week.

8. Cloudburst shall file monthly with MSD a report indicating the types and quantities of solid wastes accepted.

9. In view of the experimental nature of the Facility, Cloudburst shall submit to MSD

(a) Within thirty (30) days of the execution of this Agreement, a statement of goals and objectives outlining the intentions and expectations during the first year of operation under this Agreement.

(b) Within thirty (30) to forty five (45) days prior to the termination date of this Agreement a report outlining the accomplishments during operation under this Agreement.



10. MSD may inspect the property and improvements constituting Facility in accordance with the Code.

11. Any notices required to be given under this Agreement shall be given to Cloudburst at 2440 N. E. 10th Avenue, Portland, Oregon and to MSD c/o Director, Solid Waste Division, 1220 S. W. Morrison, Room 300, Portland, Oregon.

12. Cloudburst will notify MSD in writing immediately upon any material change in its management personnel or operation as described in this Agreement.

13. This Agreement does not eliminate or reduce the necessity of a DEQ permit and compliance with DEQ statutes and rules and does not affect Cloudburst's obligation to comply with any laws or regulations of MSD or any other government body.

14. (a) Cloudburst understands that when MSD's first processing facility becomes operational it will be necessary for solid wastes generated in at least the southern half of MSD 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 Cloudburst to the MSD's processing facility in order to guarantee quantities and solve an area-wide problem. Cloudburst understands and agrees that this Agreement does not vest any right or privilege in Cloudburst to receive solid wastes generated within the MSD boundaries. Cloudburst understands and agrees that any improvements made at the Facility are made at its risk. MSD makes no guarantee, commitment or agreement that solid wastes generated in the MSD area will come to

the Facility.

(b) Cloudburst understands and agrees that this Agreement is a temporary Agreement to operate and vests no renewal rights in Cloudburst or rights to a contested case hearing. 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 part of a facility or that MSD will contract with Cloudburst to design, construct or operate the north processing facility.

15. (a) This Agreement may be terminated by MSD if after five (5) days notice of a violation of this Agreement, the Code, or any MSD 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.

(b) Except as provided in paragraph 15(a), this Agreement will terminate on August 25, 1979.

16. Cloudburst may not under any condition transfer or assign this agreement, and may not delegate any duty to perform any portion of this Agreement.

17. In the event of litigation concerning this Agreement, the prevailing party is entitled to reasonable attorney's 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 provisions shall not be impaired.

METROPOLITAN SERVICE DISTRICT

DATE: \_\_\_\_\_

CLOUDBURST ENVIRONMENTAL INSTITUTE

DATE: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
MSD Attorney

### SCHEDULE A

During Phase I of the MSD Program, the following user fees shall be collected and paid by the operators of solid waste disposal sites and processing facilities in accordance with Chapter 12.04 of the MSD Code:

- A. Non-compacted solid waste 16¢ per cubic yard delivered.
- B. Compacted solid waste 28¢ per cubic yard delivered.
- C. All material delivered in private cars, station wagons, vans, single and two-wheel trailers, and trucks with rated capacities of less than one ton will be computed at the rate of 16¢ per cubic yard with a minimum charge of 35¢ per load.
- D. The user fees for solid waste delivered in units less than a whole cubic yard shall be determined and collected on a basis proportional to the fractional yardage delivered. For example, 4½ cubic yards of non-compacted solid waste would require a user fee of 75¢.

78-1141 PLAYBOX PLAYERS ANNUAL REPORT AND AGREEMENT RENEWAL

THE FOLLOWING IS A REPORT BY PLAYBOX THEATER ON ITS ACTIVITIES FOR THE PAST YEAR AND ON ITS ANTICIPATED ACTIVITIES FOR THE NEXT YEAR. INCLUDED IN THE REPORT IS A SCHEDULE OF FEES FOR ADMISSION TO PLAYBOX ACTIVITIES.

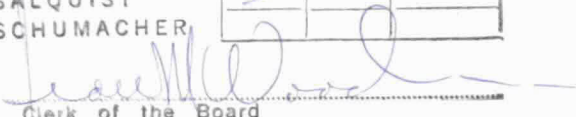
THE STAFF RECOMMENDS APPROVAL OF THE FEE SCHEDULE AND SUBJECT TO LEGAL COUNSEL REVIEW, APPROVAL OF THE RENEWAL CONTRACT.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 78-1141 DATE 8-25-78

BARTELS  
BUCHANAN  
DURIS  
MC CREADY  
ROBNETT  
SALQUIST  
SCHUMACHER

YES	NO	ABST.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

  
Clerk of the Board

# Playbox

## THEATER FOR CHILDREN, INC.

PHONE 228-5648



LADYBUG THEATER, 4001 CANYON ROAD, PORTLAND, ORE. 97221

August 1, 1978

REPORT TO THE METROPOLITAN SERVICE DISTRICT (MSD) ON THE ACTIVITIES OF PLAYBOX THEATER FOR CHILDREN, INC., AT THE WASHINGTON PARK ZOO, FROM SEPTEMBER 23, 1977 TO AUGUST 1, 1978

During the past year, Playbox has provided the following services at the Washington Park Zoo:

1. Saturday and Sunday performances during the school year;
2. Daily afternoon performances during the summer months;
3. Year round pre-school classes;
4. Summer theater workshops for children;
5. Special performances for school groups in connection with Zoo activities;
6. Special classes for school groups in conjunction with Zoo classes; and
7. Special performances for handicapped groups at the Zoo.

1. The Saturday and Sunday shows from October 1, 1977 through May 28, 1978, were presented in the small theater room in the building of the Children's Zoo known as the party area. The shows were approximately one hour in length.

Seating Capacity: 60 - 70  
Admission Price: 89¢ all ages  
Attendance: 4551

2. Beginning on June 17, 1978, short summer plays and puppet shows were presented daily, continuing through Labor Day, in the outdoor theater in the grape arbor adjacent to the entrance to the Children's Zoo, weather permitting. In case of rain, the performances were given in the above mentioned indoor theater. These theaters were created by Playbox Players and shared two sides of a common stage,





with entrances either from the parking lot or from the walkway to the Children's Zoo. Shifting an audience from one side to the other in the event of sudden rain is a matter of minutes.

The summer outdoor theater shows are 15 minutes in length, with a different show presented every forty-five minutes, weather and Zoo attendance permitting.

Seating Capacity: 70  
 Admission Price: 35¢ all ages  
 Attendance to date: 2775

3. Playmakers Pre-school for 3, 4 and 5 year olds was offered in four terms of 9 weeks during the fall, winter and spring, and in three 2 week terms during the summer. These classes met three days a week during the nine-week terms, and five days a week during the summer, for two and one-half hours each morning. The curriculum was art and zoo oriented and taught by members of the Playbox Players, with one instructor for every eight children.

Because of limited space available for the pre-school, the enrollment has been smaller than in former years, being at present limited to a total of 24 children. The average attendance through the year was 18 students each day.

As of September, 1977, the birthday party service was discontinued indefinitely because of lack of adequate space.

4. The summer workshops for children met Monday through Fridays for 3 weeks from 9:00 a.m. to noon, July 17 through August 4. Children from 6 to 12 years created their original productions through improvisation, dance, pantomime, set and costume construction. The instructors were members of the Playbox Players specializing in these specific fields. The workshops were attended by 27 children, some, as in the case of the pre-school, on scholarship.

5. Many schools who came to the Zoo on field trips enjoyed short performances or storyteller-audience participation sessions with the Playbox Players. Some of these schools paid a small fee (\$20.00), but most received the service free. Unless otherwise requested, the performance was a show created with the cooperation of members of the Zoo's Education Department, entitled OLD MACDONALD HAD A ZOO. This show was also presented to handicapped groups away from the Zoo without charge.

Attendance: 1390

6. During March, April and May of 1978, the Playbox Players worked with the Zoo's Education staff in a teaching package offered to public schools in the Portland area, consisting of a three hour morning of Zoo classes. Playbox taught the third hour of these mornings in a creative, dramatic improvisational style. On most of these mornings, the services of the three

Playbox teachers for each class were required. The fees for Playbox teachers were paid by the MSD.

7. The Playbox Players performed as a service to the Zoo on special days for Senior Citizens, Handicapped Day, etc.

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Admission fees, tuition fees and special performance fees paid the salaries of the instructors and actors, and paid production costs such as costumes, sets, lighting and sound equipment for the theater as well as equipment and supplies for the classes. Funding from CETA made it possible to hire full time employees in order to keep the Playbox company functioning until the reopening of the Ladybug Theater.

During the past year, enormous strides have been taken toward the reopening of the Ladybug Theater, due to the efforts of the Playbox Board president, Carole Thomas, and with the close cooperation of Zoo Director Warren Iliff. Generous contributions of materials and/or labor have been made by the following: Hoffman Construction Company, Owens-Corning Fiberglass, Georgia-Pacific, Ross Island Sand and Gravel, Electronics Diversified, Inc., and the Portland Zoological Society which contributed carpeting for the theater. In addition, cash donations of varying amounts have been received from friends of Playbox.

At present, it is anticipated that the Ladybug Theater will begin operating again on a regular schedule in the fall, which means that audience capacity will be expanded to approximately 200. The Ladybug has also been re-designed to accomodate handicapped groups.

As increased funds from fees, admissions and tuitions become available, needed equipment can be purchased that will augment the technical capabilities of the Ladybug as a theater.

Playbox Players continues to enjoy cordial relations with the staff of the Washington Park Zoo, and hopes to renew its association with the MSD on the basis of the present agreement.



ANTICIPATED ACTIVITIES & FEES: SEPTEMBER 23, 1978 TO  
SEPTEMBER 22, 1979

Pre-school classes (24 children maximum total) are planned for Mondays, Wednesdays and Fridays, 9:15 a.m. to 11:45 a.m., in four (4) nine-week terms between September 5 and June 10, and several two-week terms during the summer. These classes will be held in two rooms in the Education Department building through the remainder of 1978. Space available for 1979 will be determined later. Some scholarships will be available.

Pre-school Tuition: Nine-week term, 3 days/week - \$85.00  
2 days/week - \$60.00

Two-week term, 5 days/week - \$35.50  
(summer only)

Starting in January, 1979, Theater and Improvisation workshops for grade school students will be offered in the Ladybug Theater on Saturday mornings; for older students, on week day evenings. During the summer months, workshops will be offered Monday through Friday, 9:00 a.m. to noon, in three week sessions. Tuition will be \$60.00 per term. Some scholarships will be available.

Special performances on week days in the Ladybug Theater for school groups of more than 50: \$35.00 to \$150.00, depending on the length and type of performance. No fee for groups of handicapped or disadvantaged.

Special performances on week days in the Little Theater in the Education Department: \$20.00 to \$50.00, depending on the length and type of performance.

Performances available: Storyteller/Participation; Puppet/Storyteller; Puppets; Skits and Plays with casts of varying size; Musical Shows.

Saturday and Sunday afternoon and Christmas/Spring Vacation performances will be of one hour in length. Occasional evening performances. Admission fees: \$1.00 for children; \$1.50 for adults. Free to special groups.

Short summer plays and puppet shows either in the Ladybug Theater or the Little Outdoor Theater presented daily through the school vacation. Admission fee: No less than 35¢ - no more than 50¢ for all ages. Free to special groups.

The Playbox Players hope to work in conjunction with the Zoo Education Department as instructors to outside school groups.

As in the past, the Players will perform, without fee, for special Zoo events, such as Handicapped Day.

FEE SCHEDULE: SEPTEMBER 22, 1978 - SEPTEMBER 22, 1979

Pre-School Classes \*

9-week term	3 days/week	\$85.00
	2 days/week	\$60.00
2-week term	5 days/week	\$37.50 (summer only)

Theater & Improvisation Workshops - Grade School \*

3-week terms	\$60.00
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Theater Performances on Week Days - School Groups of more than 50

\$35.00 - \$150.00, depending on the length and type of performance. No fee for groups of handicapped or disadvantaged.

Theater Performances on Week Days - Regular Groups

\$20.00 - \$50.00, depending on the length and type of performance.

Week-end and Vacation Performances - 1 Hour Performances

\$1.00 per Child  
\$1.50 per Adult  
Free to Handicapped or Disadvantaged Groups

Summer Plays and Puppet Shows - Short Performances

35¢ - 50¢ All Ages (price not yet determined)  
Free to Handicapped or Disadvantaged Groups

The Playbox Players hope to work in conjunction with the Zoo Education Department as instructors to outside school groups.

As in the past, the Players will perform, without fee, for special Zoo events, such as Handicapped Day.

\* Some scholarships will be available.

## AGREEMENT

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, between the METROPOLITAN SERVICE DISTRICT (MSD), a municipal corporation, 1220 S.W. Morrison Street, Portland, Oregon 97205, and PLAYBOX THEATRE FOR CHILDREN, INCORPORATED, an Oregon nonprofit corporation, hereinafter referred to as "Playbox".

## RECITALS

1. Playbox has provided live children's drama and puppet shows and conducted preschool educational classes and birthday parties in the past at the Washington Park Zoo (Zoo). These activities are within the range of services that the Zoo should have available for its visitors in the community and are complementary to the Zoo's overall programs.

2. Allowing any discount for the above services to Zoo Society members is no longer appropriate.

## AGREEMENT

3. MSD will provide to Playbox use of the Ladybug building, office and storage space and other spaces as approved by the Director for the use of Playbox for conducting children's drama, puppet shows, preschool educational classes and birthday party services for the Zoo and Zoo visitors.

4. Playbox will pay to MSD the sum of \_\_\_\_\_ for the use of the Zoo's facilities for the term of this Agreement.

5. Playbox shall reimburse MSD for the cost of utilities on a monthly basis.

6. Playbox shall be responsible for all costs of its operation, including wages of its personnel, production costs, and insurance costs. Playbox shall also provide and pay for regular and all other custodial services.

7. Playbox shall keep the premises used at the Zoo neat and clean.

8. Playbox is an independent contractor and assumes full responsibility for the content of its performances, programs, operations and personnel, and assumes responsibility for all liability for bodily injury or physical damage to person or property caused by it, and 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.

9. This Agreement shall be for the term of one year, and may be renewed by Playbox upon the same terms and conditions upon thirty (30) days' written notice, provided that:

a. Playbox provides MSD with a written report on its activities for the term of this Agreement and on its anticipated activities for the next contract year sixty (60) days prior to the expiration date of this Agreement, and

b. The report of activities and anticipated future programs of Playbox meets with the written approval of MSD.

10. This Agreement may be terminated by either party upon giving the other party ninety (90) days' written notice. Termination by MSD will not waive any claims or remedies it may have against Playbox.

11. Playbox may charge fees for admission to its activities according to a schedule which must receive the prior written approval of MSD.

12. The parties agree that the attached Appendix A is incorporated herein by reference and will be complied with in all respects by Playbox.

METROPOLITAN SERVICE DISTRICT

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

By: \_\_\_\_\_

PLAYBOX THEATER FOR CHILDREN, INC.

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

By: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
(MSD Attorney)



78-1142 TRAVEL REQUEST

THE ZOO DIVISION REQUESTS PERMISSION FOR FIVE STAFF MEMBERS TO ATTEND THE ANNUAL NATIONAL CONFERENCE OF THE AMERICAN ASSOCIATION OF ZOOLOGICAL PARKS & AQUARIUMS (AAZPA) TO BE HELD IN DENVER, COLORADO, FROM SEPTEMBER 17 THROUGH 22, 1978.

A PAPER IS TO BE DELIVERED BY STEVE MCCUSKER AND WARREN ILIFF WILL BE CHAIRING A SESSION AND READING A PAPER PREPARED BY A COLLEAGUE.

ALL STAFF WILL BE ATTENDING SESSIONS GEARED TO THEIR PARTICULAR AREAS OF CONCERN. ATTENDANCE OFFERS AN OPPORTUNITY FOR CONTACTS WITH PEOPLE FROM OTHER ZOOS ALL OVER THE COUNTRY.

FUNDS FOR THIS TRAVEL ARE IN THE BUDGET AND STAFF RECOMMENDS APPROVAL FOR WARREN ILIFF, JACK DELAINI, JOEY CROSS, STEVE MCCUSKER, AND JILL MELLEN TO ATTEND THE CONFERENCE AT A TOTAL COST NOT TO EXCEED \$2,246.85.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 78-1142 DATE 8-25-78

	YES	NO	ABST.
BARTELS	<input checked="" type="checkbox"/>		
BUCHANAN	<input checked="" type="checkbox"/>		
DURIS	<input checked="" type="checkbox"/>		
MCCREADY	<input checked="" type="checkbox"/>		
ROBNETT	<input checked="" type="checkbox"/>		
SALQUIST	<input checked="" type="checkbox"/>		
SCHUMACHER	<input checked="" type="checkbox"/>		

*Jean Mellen*  
Clerk of the Board

Warren Iliff:

Registration	\$ 55.00	
Lodging	216.00	
Per Diem	90.00	
Transportation	216.00	
Miscellaneous	50.00	
Registration, Cheyenne		
Mountain Zoo Trip	<u>15.00</u>	\$642.00

Jack Delaini:

Registration	\$ 55.00	
Lodging	100.00	
Per Diem	90.00	
Transportation	216.00	
Registration, Cheyenne		
Mountain Zoo Trip	<u>15.00</u>	\$476.00

Joey Cross:

Registration	\$ 55.00	
Registration, Cheyenne		
Mountain Zoo Trip	15.00	
Transportation	<u>75.00</u>	\$145.00

Steve McCusker:

Registration	\$ 55.00	
Lodging	212.85	
Per Diem	85.00	
Transportation	216.00	
Registration, Cheyenne		
Mountain Zoo Trip	<u>15.00</u>	\$583.85

Jill Mellen:

Registration	\$ 55.00	
Lodging	100.00	
Transportation	216.00	
Meals	<u>29.00</u>	\$400.00

TOTAL COSTS

\$2,246.85

## OTHER BUSINESS

### 78-1143 MSD/CRAG TRANSITION - MANAGEMENT AND ACCOUNTING SYSTEMS CONSULTANT AGREEMENT

THE TRANSITION COMMITTEE, MADE UP OF MEMBERS OF THE METROPOLITAN SERVICE DISTRICT BOARD AND THE CRAG BOARD, AGREED TO PROCEED WITH OBTAINING CONSULTANTS TO PERFORM THREE AREAS OF WORK:

- 1) MANAGEMENT SYSTEM
- 2) ACCOUNTING SYSTEM
- 3) LEGAL PROBLEMS

ATTACHED ARE THREE WORK SCOPES RELATED TO THESE EFFORTS.

FOR THE MANAGEMENT CONSULTING SERVICES, WE RECEIVED PROPOSALS FROM SEVERAL FIRMS TO PERFORM THIS WORK. IN THE AREA OF ACCOUNTING SYSTEMS, WE AGREED THAT WORK WOULD BE PERFORMED BY THE AUDITORS FOR BOTH CRAG AND MSD, COOPERS & LYBRAND. THE LEGAL WORK WE AGREED WOULD BE PERFORMED BY BOTH CRAG AND MSD COUNSELS.

THE PURPOSE OF THIS AGENDA ITEM IS FOR APPROVAL TO DEVELOP CONTRACTS FOR THE WORK WITH COOPERS & LYBRAND FOR THE ACCOUNTING SYSTEMS ANALYSIS AND ROBERT ELFERS AND GCF, INC., FOR MANAGEMENT CONSULTANT SERVICES. THE REQUEST IS FOR APPROVAL TO USE \$7,000 FROM THE GENERAL FUND MATERIALS & SERVICES.

AFTER REVIEWING AND ANALYZING THE COOPERS & LYBRAND PROPOSAL, WITH AN ORIGINAL COST OF \$5,700, THE SELECTION COMMITTEE AGREED TO DETERMINE A LIMIT OF \$2,500 ASSUMING SPECIFIC ASSISTANCE FROM ACCOUNTING STAFFS OF BOTH AGENCIES. COOPERS & LYBRAND WOULD PROVIDE \$2,500 WORTH OF TIME AT A BILLING RATE OF \$40 PER HOUR TO PERFORM THOSE TASKS THAT ARE SPECIFICALLY

IDENTIFIED AND FURTHER IDENTIFIED AS THE WORK PROCEEDS. OUR SPECIFIC CONCERN WAS TO PROVIDE THE KIND OF ACCOUNTING INTEGRATION THAT WOULD LEAD TO A SMOOTH TRANSITION DURING AND AFTER JANUARY 1. FOR EXAMPLE, THE PROPER TIME TO INITIATE NEW PAY-ROLL PROCEDURES IS AT THE BEGINNING OF A CALENDAR YEAR.

WE HAVE RECEIVED PROPOSALS FROM FIVE MANAGEMENT CONSULTING FIRMS. THEY ARE:

TOUCHE ROSS & Co.  
MARTECH ASSOCIATES, INC.  
COLUMBIA RESEARCH INSTITUTE  
GCF, INC.  
ROBERT J. ELFERS

AFTER REVIEWING AND EVALUATING THE PROPOSALS AND COMPARING THEM TO THE WORK SCOPE PREPARED, THE SELECTION COMMITTEE DECIDED TO HIRE TWO CONSULTANTS TO PERFORM THIS WORK. IT WAS DETERMINED THAT GCF WAS SPECIFICALLY QUALIFIED TO DO PERSONNEL WORK AND ELFERS TO PERFORM THE ADMINISTRATIVE AND ORGANIZATIONAL WORK. A QUOTE OF \$4,600 WAS RECEIVED FROM GCF TO PROVIDE ON-SITE 16 DAYS OF WORK. IN ADDITION, WE RECEIVED A QUOTE OF \$4,200 FROM ELFERS FOR THE SAME PERIOD. THEREFORE, IT IS RECOMMENDED THAT WE PROCEED WITH THOSE TWO FIRMS.

THE STAFF RECOMMENDS (ASSUMING THAT CRAG WILL CONTRIBUTE AN EQUIVALENT MATCHING AMOUNT OF MONEY OF UP TO \$7,000) THAT THE MSD BOARD APPROVE A MAXIMUM OF \$7,000 FOR THE USE OF

- 1) COOPERS & LYBRAND FOR ACCOUNTING SYSTEMS CONSULTING WORK, AND
- 2) GCF AND ELFERS TO PERFORM MANAGEMENT CONSULTING WORK.

TO ASSIST BOTH MSD AND CRAG DURING TRANSITION.

BARTELS  
DURIS  
MCCREADY  
ROBNETT  
SALQUIST  
SCHUMACHER

METROPOLITAN SERVICE DISTRICT BOARD ACTION		
78-1143	DATE 8-25-78	
YES	NO	ABST.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



## WORK SCOPE FOR MANAGEMENT CONSULTANTS

- I. GENERAL TASK: To provide management consulting and assistance for reorganization of the Metropolitan Service District (MSD) and Columbia Regional Association of Governments (CRAG).

### II. SPECIFIC TASKS:

- A. Review and analyze existing structures, systems and procedures of both CRAG and MSD in the following specified areas of concern to determine:
  1. Areas of substantial similarity
  2. Areas where dissimilar structures, systems and procedures exist.
- B. Formulate recommendations on optimum structure, systems and procedures for reorganized MSD.
- C. Formulate recommendations including a schedule for tasks required, if any, to move from existing to recommended structures, systems and procedures (from II.A to II.B) Recommendations will include a detailed description of optimum structures, systems and procedures that are proposed.
- D. Prepare a report and deliver 40 copies to the MSD/CRAG Transition Committee by noon on October 11, 1978. The document shall include the steps taken in performing the review and analysis and conclusions drawn in formulating the recommendations. Provide progress reports to CRAG and MSD bi-weekly including any preliminary findings. Consultants will coordinate work with the citizen task force assigned those tasks.

### III. AREAS OF CONCERN:

#### A. Administrative

1. Internal procedures (non-accounting)
  - a. Check signing and banking authorizations
  - b. Purchase order authorization
  - c. Contract or grant control
  - d. Forms design or modification <sup>Clerk of the Board</sup>
  - e. Communication systems (telephone, intercom, etc.)

- f. Filing system
- g. Notification and mailing lists
- h. Board transmittals and staff reports
- i. Recording of Board meetings
- j. Purchasing procedure
- k. Banking procedure
- l. Cash handling procedures
- 2. Insurance program
  - a. Liability
  - b. Equipment
- 3. Electronic data processing (non-accounting)
- 4. Business address, office space and location (special considerations for accessibility)
- 5. Word processing and support for clerical processing systems.
- 6. Printing and reproduction systems
- 7. Fleet management systems
- B. Personnel
  - 1. Regulations and procedures
    - a. Hiring and firing
    - b. Evaluation of performance
    - c. Personnel manual
    - d. EEO and affirmative action plan
    - e. Personnel records
    - f. Transfers and layoffs
    - g. Travel expenses
    - h. Political activity
    - i. Mandatory retirement

- j. Nepotism
- k. Disciplinary action
- l. Grievance procedures
- m. Orientation and debriefing
- 2. Compensation and classification plan
  - a. Classification and reclassification
  - b. Titles and specifications
  - c. New positions
  - d. Pay plan
  - e. Overtime
  - f. Safety administration
- 3. Benefits
  - a. Holidays, vacations, sick leave, and leaves of absence
  - b. Educational opportunities
  - c. Social security
  - d. Workman's compensation
  - e. Medical insurance
  - f. Life insurance
  - g. Special benefits regarding unions and associations
- C. Organizational structure

On the basis of findings from 3A and B, provide recommendations related to organization chart and staffing levels.

WORK SCOPE FOR ACCOUNTING AND AUDITING ASSISTANCE

- I. GENERAL TASK: To provide accounting and auditing services and assistance in the reorganization of the Metropolitan Service District (MSD) and Columbia Regional Association of Governments (CRAG)

II. SPECIFIC TASKS:

- A. Review and analyze existing structures, systems and procedures of both CRAG and MSD in the following specified areas of concern to determine:
  - 1. Areas of substantial similarity
  - 2. Areas where dissimilar structures, systems and procedures exist.
- B. Formulate recommendations on optimum structure, systems and procedures for reorganized MSD.
- C. Formulate recommendations including a schedule for tasks required, if any, to move from existing to recommended structures, systems and procedures (from II.A to II.B) Recommendations will include a detailed description of optimum structures, systems and procedures that are proposed.
- D. Provide a financial management reporting system.
- E. Prepare a report and deliver 40 copies to the MSD/CRAG Transition Committee by noon on October 11, 1978. The document shall include the steps taken in performing the review and analysis and conclusions drawn in formulating the recommendations. Provide progress reports to CRAG and MSD bi-weekly, including any preliminary findings. Consultants will coordinate work with the citizen task force assigned those tasks.

III. AREAS OF CONCERN

- A. Accounting functions
  - 1. Payroll
  - 2. Purchasing and accounts payable
  - 3. Accounts receivable

4. General ledger and reports
  5. Cash controls
  6. Grant project cost accounting
- B. Capital asset management
  - C. Bank accounts and authorizations
  - D. Internal audit procedures
  - E. Hardware and/or EDP support for accounting functions.

WORK SCOPE FOR LEGAL PROBLEMS

- I. GENERAL TASK: To provide legal counsel and assistance in the reorganization of the Metropolitan Service District (MSD) and the Columbia Regional Association of Governments (CRAG)

II. SPECIFIC TASKS:

- A. Review and analyze existing structures, systems and procedures of both CRAG and MSD in the following specified areas of concern to determine:
  - 1. Areas of substantial similarity
  - 2. Areas where dissimilar structures, systems and procedures exist.
- B. Formulate recommendations on optimum structure, systems and procedures for reorganize MSD.
- C. Formulate recommendations including a schedule for required tasks, if any, to move from existing to recommended structures, systems and procedures (from II.A to II.B). Recommendations will include a detailed description of optimum structures, systems and procedures that are proposed.
- D. Prepare a report and deliver 40 copies to the MSD/CRAG Transition Committee by noon on October 11, 1978.

III. AREAS OF CONCERN:

- A. Legal
  - 1. Codification of existing CRAG regulations into MSD Code
  - 2. MSD Board operating procedures and official actions
  - 3.
  - 4. Existing contractual rights and obligations
    - a. Purchasing
    - b. Construction
    - c. Union

- d. Local governments
- e. Loans

B. Legislative

1. Action or additional authority to allow reorganization to proceed
2. Specific legislative program for operations
  - a. Matching funds for zoo
  - b. Solid waste program
  - c. Anti-trust problems (Lafayette, Louisiana case)
  - d. Funding for planning division
  - e. Contract review board authorization

78-1145

Other Business - Art in Public Places Grant Application

In the projects approved by the MSD Board as a part of the zoo's Development Program are the African Plains Hippo/Small Antelope Exhibit and the African Plains Food Service and Dining Pavilion area overlooking it. Both of these projects are scheduled for completion on July 1, 1980.

A major component of the Food Service and Dining Pavilion is a large "water feature". This fountain/sculpture is intended to be an important work of art and should put the zoo and its fountain on Portland's growing fountain trail, which includes the Skidmore, Lovejoy, Forecourt and O'Bryant Square fountains.

A local donor has agreed to fund this work, and by involving the Federal Government on a matching basis a more significant piece of art can be constructed.

To achieve these additional funds the staff requests that the Board approve a \$50,000 Art in Public Places grant application to the U. S. Government's National Endowment for the Arts.



## INFORMATIONAL REPORT

### ZOO DIVISION - FINANCIAL REPORT FOR JULY 1978

This report is prepared on the basis of information available after the first month of operation in Fiscal Year 1978-79.

#### I. EXPENDITURES/COMMITMENTS

Note that we have defined "commitments" as funds actually paid out and funds obligated (via purchase orders) but not yet paid out. Therefore, the figures below will differ from the "Metropolitan Service District Monthly Budget Report" which reflects only funds actually paid out.

<u>Category</u>	<u>Amount Budgeted</u>	<u>Committed In July</u>	<u>Balance In Budget</u>
Personal Services	\$1,480,153	\$ 76,812	\$1,403,341
Materials and Services	878,921	58,769	820,152
Capital Outlay	82,958	1,092	81,866
Transfer to General Fund	174,272	14,523	159,749
Contingency	275,728	0	275,728
General Capital Improvement	1,708,471	3,652	1,704,819
Unappropriated Balance	30,000	0	30,000
Total Zoo Fund	<u>\$4,630,503</u>	<u>\$154,848</u>	<u>\$4,475,655</u>

Measures implemented or planned to reduce costs include the following.

1. We are currently reviewing water usage and conservation. One proposed plan would be to have the Zoo, Pitch & Putt, the Forestry Center and OMSI on separate water meters, thus each would receive a separate billing for services.
2. In order to reduce Xerox costs, we plan to attach a device to the machine that would require a key for machine operation. In this way we can better control and allocate costs.
3. We have requested that Department Heads review their budgets and prioritize cut packages.
4. We are investigating a reporting system for zoo programs, i.e. railway, gift shop, etc., so that we can tell if an operation pays its own way or is subsidized. The Accounting Office indicates this type of reporting system could be implemented within one year's time.
5. We have instituted charges for outreach educational programs and plan to keep records in order to determine if program income covers the costs of program materials.

6. We have distributed a questionnaire to ten zoos requesting financial information. Hopefully, the results of the questionnaires will assist us in financial planning.

## II. RESOURCES

Resources budgeted for the Zoo Fund total \$4,630,503. Funds received in July totalled \$253,128. Those, plus the projected net working capital total \$1,558,028, leaving a balance of \$3,072,475 to be obtained.

Revenue projections remain the same except for the categories of "Miscellaneous" (\$2,500 budgeted and \$15,172 received to date) and "Donations" (\$1,500 budgeted and \$12,027 received to date). Updated revenue and expenditure projections will be treated in the mid-year budget adjustment.

Plans to increase the Zoo Fund resources include:

1. Increase of train ride fares;
2. Additional improvements in concession and gift shop operations as proposed by Jerry Ward & Associates; and
3. Increase in attendance through:
  - a. Promotional services;
  - b. Completion of nocturnal feline exhibit;
  - c. Changes in entrance plaza;
  - d. Completion of nursery exhibit area;
  - e. Completion of elephant enclosure; and
  - f. "Better weather"?

## III. ATTENDANCE REPORT

<u>Month/Year</u>	<u>Paid</u>	<u>Free</u>	<u>Total</u>	<u>Admission Revenue</u>	<u>Visitor Services Revenue</u>
July, 1978	78,345	10,096	88,441	\$111,393	\$110,658
July, 1977	82,747	18,424	101,171	\$ 87,816	\$111,596

The above figures indicate that although attendance is down from the month of July, 1977, admission, food and gift shop revenues have increased in July of 1978. Per capita revenues are listed below.

<u>Month/Year</u>	<u>Admissions</u>	<u>Food</u>	<u>Gift Shop</u>	<u>Rail-road</u>	<u>Vending Animal</u>	<u>Vending Exhibits</u>
July, 1978	\$1.26	67.0¢	19.6¢	34.9¢	3.5¢	2.0¢
July, 1977	\$ .87	55.5¢	12.4¢	37.0¢	4.3¢	1.0¢

IV. OTHER INFORMATION

We are currently preparing a summary report of financial activity during fiscal years 1976-77 and 1977-78 along with estimated projections for the next three fiscal years. We hope to include some comparative statistics from ten zoos in this report. The report will be presented to the Board in late September or early October.

## Information Report - Elephant Museum

During the next six months the staff will be making a major effort to acquire objects, photographs and artifacts relating to all aspects of elephants with a view to eventually establishing the world's first Elephant Museum. This facility should be of such a breadth of interpretation (depicting elephants from prehistorical times to the working and religious animals of Asia and those of zoos and conservation programs of today) and of such a quality of displayed items and presentation that it will attract visitors from all over the country and the world. The Museum's message will be the wonder and importance of these threatened animals and it will, in fact, be "a celebration of elephants".

Said in other terms, the entrance to the Museum will have a quote from Romain Gary's The Roots of Heaven in which he said:

"People feel so damned lonely, they need company, they need something bigger, stronger, to lean on, something that can really stand up to it all. Dogs aren't enough; what we need is elephants."

To begin acquiring objects for the Museum, letters have been written to a variety of individuals and places. We are happy to report that the Smithsonian Institution's National Museum of Natural History has offered the zoo a fully articulated mastodon (Mammut americanum)\* on an indefinite loan basis.

This valuable donation will, in fact, be the first articulated mastodon or mammoth to ever be in the state as well as in all of the Pacific Northwest.

Needless to say, such a donation makes it imperative that more detailed plans to house the Elephant Museum be made. It is the intention of the staff to pursue the establishment of both interim and permanent facilities, and the funding for these facilities should be primarily from private sources.

\*See attached descriptive material.

## AMERICAN MASTODON

(Mammut americanum)

The original elephants were Mastodons but twenty to thirty million years ago the true elephants began to evolve. The true elephants are characterized by more efficient and longer wearing grinding teeth. The mastodons began to decline due to competitive disadvantage, while the elephants and mammoths expanded in numbers and species.

The last remaining mastodon, the American mastodon, became extinct about 10,000 years ago due to many factors. This species is known to have fed on the leaves of broadleaf trees such as maples, alders, etc.

The American mastodon was common throughout its range. It occurred in North America south of the Wisconsinian ice sheets, during the pleistocene or Ice Age, and was found from the east coast to the west coast in suitable habitat. In Oregon this species was common in the Willamette Valley and its bones are sometimes uncovered during excavations for building construction.

Male mastodons measured up to 9'6" and females up to approximately 7'. Their bodies were covered with rusty brown hair. Each of their feet had five toes (the Asian elephant has five toes on the front feet and four on the back) and their weight was carried by a springy pad.

