



# METRO

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

# Agenda

**PLEASE NOTE ADDITIONAL AGENDA ITEM:**  
Agenda No. 9 has been added

DATE: August 13, 1992  
MEETING: METRO COUNCIL  
DAY: Thursday  
TIME: 5:30 p.m.  
PLACE: Metro Council Chamber

Approx.  
Time\*

Presented  
BY

- 5:30 (5 min.) ROLL CALL/CALL TO ORDER
1. INTRODUCTIONS
2. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS
- 5:35 (20 min.) 3. EXECUTIVE OFFICER COMMUNICATIONS
- 3.1 Briefing on Metro Charter Proposal Bergstein
- 5:55 (15 min.) 4. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS
- 4.1 Status Report on 1 $\frac{1}{2}$  for Art for Metro Headquarters Building Calhoun
- 6:10 (5 min.) 5. CONSENT AGENDA (Action Requested: Motion to Adopt the Consent Agenda)
- REFERRED FROM THE FINANCE COMMITTEE
- 5.1 Resolution No. 92-1664, For the Purpose of Authorizing a Contract with Stoel Rives Boley Jones and Grey for Bond Counsel Services
- REFERRED FROM THE SOLID WASTE COMMITTEE
- 5.2 Resolution No. 92-1657, For the Purpose of Authorizing Issuance of a Request for Bids for Hauling and Processing Yard Debris from the Metro South Station
- 6:15 (5 min.) 6. ORDINANCES, FIRST READINGS
- 6.1 Ordinance No. 92-469, Amending Ordinance No. 92-449B Revising the FY 1992-93 Budget and Appropriations Schedule for the Purpose of Reflecting the Reorganization of Division Functions Within the Solid Waste Revenue Fund, Establishing the Planning and Technical Services Division and Funding the Carryover for Phase II of the Storm Water Processing and Retention Project at Metro South Household Hazardous Waste Facility (Action Requested: Referral to the Finance Committee)
- 6:20 (20 min.) 7. ORDINANCES, SECOND READINGS
- 7.1 Ordinance No. 92-468, For the Purpose of Approving an Increase in the Transfer Rate for the Forest Grove Transfer Station (Action Requested: Motion to Adopt the Ordinance) McFarland

(Continued)

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

- 6:40            **8.    RESOLUTIONS**
- REFERRED FROM THE REGIONAL FACILITIES COMMITTEE
- (10 min.)    **8.1 Resolution No. 92-1663, For the Purpose of Authorizing**            Washington  
                   Execution of the Contracts for the Art Projects Selected  
                   Under the Auspices of Metro's Headquarters Building One  
                   Percent for Art Program (Action Requested: Motion to  
                   Adopt the Resolution)
- REFERRED FROM THE FINANCE COMMITTEE
- 6:50            **8.2 Resolution No. 92-1655, For the Purpose of Authorizing the**            Hansen  
                   (20 min.)    Execution of a Sale Agreement with Intel Corporation for  
                   Acquisition of Property at Southwest 209th and Tualatin  
                   Valley Highway (Action Requested: Motion to Adopt the  
                   Resolution)
- REFERRED FROM THE SOLID WASTE COMMITTEE
- 7:10            **8.3 Resolution No. 92-1659, For the Purpose of Approving an**            Hansen  
                   (10 min.)    Intergovernmental Agreement with the City of Oregon City  
                   Providing Reimbursement to the City for Household  
                   Hazardous Materials Problems (Action Requested: Motion to  
                   Adopt the Resolution)
- BEFORE THE CONTRACT REVIEW BOARD
- 7:20            **8.4 Resolution No. 92-1656, For the Purpose of Authorizing an**            McFarland  
                   (5 min.)    Exemption to the Competitive Procurement Procedures of  
                   Metro Code 2.04.053 and Authorizing a Change Order to the  
                   Design Services Agreement with Parametrix, Inc. (Action  
                   Requested: Motion to Adopt the Resolution)
- 7:25            **9.    OTHER BUSINESS**  
                   (15 min.)
- 7:40            **ADJOURN**

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



# METRO

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

# Agenda

DATE: August 13, 1992  
MEETING: METRO COUNCIL  
DAY: Thursday  
TIME: 5:30 p.m.  
PLACE: Metro Council Chamber

Approx.  
Time\*

Presented  
By

- 5:30 (5 min.) ROLL CALL/CALL TO ORDER
1. INTRODUCTIONS
2. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS
- 5:35 (20 min.) 3. EXECUTIVE OFFICER COMMUNICATIONS
- 3.1 Briefing on Metro Charter Proposal Bergstein
- 5:55 (15 min.) 4. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS
- 4.1 Status Report on 1& for Art for Metro Headquarters Building Calhoun
- 6:10 (5 min.) 5. CONSENT AGENDA (Action Requested: Motion to Adopt the Consent Agenda)
- REFERRED FROM THE FINANCE COMMITTEE
- 5.1 Resolution No. 92-1664, For the Purpose of Authorizing a Contract with Stoel Rives Boley Jones and Grey for Bond Counsel Services
- REFERRED FROM THE SOLID WASTE COMMITTEE
- 5.2 Resolution No. 92-1657, For the Purpose of Authorizing Issuance of a Request for Bids for Hauling and Processing Yard Debris from the Metro South Station
- 6:15 (5 min.) 6. ORDINANCES, FIRST READINGS
- 6.1 Ordinance No. 92-469, Amending Ordinance No. 92-449B Revising the FY 1992-93 Budget and Appropriations Schedule for the Purpose of Reflecting the Reorganization of Division Functions Within the Solid Waste Revenue Fund, Establishing the Planning and Technical Services Division and Funding the Carryover for Phase II of the Storm Water Processing and Retention Project at Metro South Household Hazardous Waste Facility (Action Requested: Referral to the Finance Committee)
- 6:20 (20 min.) 7. ORDINANCES, SECOND READINGS
- 7.1 Ordinance No. 92-468, For the Purpose of Approving an Increase in the Transfer Rate for the Forest Grove Transfer Station (Action Requested: Motion to Adopt the Ordinance) McFarland

(Continued)

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

6:40            **8.    RESOLUTIONS**

**REFERRED FROM THE REGIONAL FACILITIES COMMITTEE**

(10 min.)    **8.1    Resolution No. 92-1663, For the Purpose of Authorizing Execution of the Contracts for the Art Projects Selected Under the Auspices of Metro's Headquarters Building One Percent for Art Program (Action Requested: Motion to Adopt the Resolution)**

**REFERRED FROM THE FINANCE COMMITTEE**

6:50  
(20 min.)    **8.2    Resolution No. 92-1655, For the Purpose of Authorizing the Execution of a Sale Agreement with Intel Corporation for Acquisition of Property at Southwest 209th and Tualatin Valley Highway (Action Requested: Motion to Adopt the Resolution)**

**REFERRED FROM THE SOLID WASTE COMMITTEE**

7:10  
(10 min.)    **8.3    Resolution No. 92-1659, For the Purpose of Approving an Intergovernmental Agreement with the City of Oregon City Providing Reimbursement to the City for Household Hazardous Materials Problems (Action Requested: Motion to Adopt the Resolution)**                    **Hansen**

**BEFORE THE CONTRACT REVIEW BOARD**

7:20  
(5 min.)    **8.4    Resolution No. 92-1656, For the Purpose of Authorizing an Exemption to the Competitive Procurement Procedures of Metro Code 2.04.053 and Authorizing a Change Order to the Design Services Agreement with Parametrix, Inc. (Action Requested: Motion to Adopt the Resolution)**                    **McFarland**

7:25            **ADJOURN**

Meeting Date: August 13, 1992  
Agenda Item No. 5.1

RESOLUTION NO. 92-1664



**METRO**

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

# Memorandum

**DATE:** August 6, 1992

**TO:** Metro Council  
Executive Officer  
Interested Parties

**FROM:** Susan Lee, Acting Clerk of the Council

**RE:** AGENDA ITEM NO. 5.1; RESOLUTION NO. 92-1664

The Finance Committee will meet to consider Resolution No. 92-1664 on August 6. The Committee Report will be distributed in advance to Councilors and available at the Council meeting August 13, 1992.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 92-1664
A CONTRACT WITH STOEL RIVES BOLEY	)	
JONES & GREY FOR BOND COUNSEL	)	Introduced by Rena Cusma,
SERVICES	)	Executive Officer

WHEREAS, From time to time the District has the need to obtain specialized legal services for Bond Counsel for bonds and other obligations of the District; and

WHEREAS, In the past, the District has obtained such Bond Counsel services on a per issue or department basis; and

WHEREAS, It is more efficient and desirable to enter into an agreement for Bond Counsel services for a definite time period for the entire District; and

WHEREAS, Pursuant to Resolution No. 92-1623, the Council authorized the issuance of a Request for Proposals and contract form for procuring such services for the period July 1, 1992, through June 30, 1995; and

WHEREAS, Four proposals have been received and evaluated by an evaluation panel consisting of the Director of Finance, the Council Administrator, and the General Counsel; and

WHEREAS, The evaluation panel and the Executive Officer recommend that a contract be entered into with Stoel Rives Boley Jones & Grey for such service; and

WHEREAS, Council approval of this agreement for Bond Counsel services is required pursuant to Metro Code Section 2.04.033(a)1; now, therefore,

**BE IT RESOLVED,**

That the Council of the Metropolitan Service District authorizes the Executive Officer to execute an agreement with Stoel Rives Boley Jones & Grey for Bond Counsel Services through June 30, 1995, in a form substantially similar to the attached Exhibit A.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Jim Gardner, Presiding Officer

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1664 FOR THE  
PURPOSE OF AUTHORIZING A CONTRACT WITH STOEL  
RIVES BOLEY JONES & GREY FOR BOND COUNSEL  
SERVICES.

---

Date: July 30, 1992

Presented by:  
Daniel B. Cooper

BACKGROUND:

Pursuant to Resolution No. 92-1623, Council authorized the issuance of a Request for Proposals for Bond Counsel Services for the period July 1, 1992, through June 30, 1995. After adoption of Resolution No. 92-1623 by the Council on May 28, 1992, Request for Proposals was issued pursuant to the provisions of the Metro contracting code. Four responses were received from Portland law firms well qualified to perform this work. The firms responding were: Ater Wynne Hewitt Dodson & Skerritt; Preston Thorgrimson Shidler Gates & Ellis; Rankin, Mersereau & Shannon; and Stoel Rives Boley Jones & Grey.

An evaluation panel consisting of Jennifer Sims, Director of Finance & Management Information; Don Carlson, Council Administrator; and Daniel B. Cooper, General Counsel, reviewed all four proposals and interviewed representatives of all four firms. The proposers were ranked based on the evaluation criteria set forth in the Request for Proposals as approved by the Council.

Based on the content of the proposal and the interview, it was the unanimous recommendation of the evaluation panel that the firm of Stoel Rives Boley Jones & Grey, represented by Edward D. Einowski, as their primary contact person, be retained to provide the service for the District through June 30, 1995.

The initial amount of the contract is established as \$75,000 based on the anticipated possible bond issues as recommended by the Finance & Management Information Department. Resolution No. 92-1664 authorizes the Executive Officer to enter into this contract.

EXECUTIVE OFFICER'S RECOMMENDATION:

The Executive Officer recommends approval of Resolution No. 92-1664.

DBC/gl  
1597



Meeting Date: August 13, 1992  
Agenda Item No. 5.2

RESOLUTION NO. 92-1657

**SOLID WASTE COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 92-1657, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR BIDS FOR HAULING AND PROCESSING YARD DEBRIS FROM THE METRO SOUTH STATION

-----  
Date: August 5, 1992

Presented by:

**Committee Recommendation:** At the August 4 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 92-1657. Voting in favor: Councilors Buchanan, Hansen, McFarland, Van Bergen and Wyers.

**Committee Issues/Discussion:** Sam Chandler, Facilities Supervisor, noted that the purpose of issuing the RFB is to continue the practice of contracting for hauling and processing yard debris at Metro South Station.

Councilor Van Bergen asked why no debris is evident at Metro South. Chandler explained that the debris is immediately loaded into drop boxes and when each drop box is filled it is transported to McFarlane's, the current contractor.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 92-1657
ISSUANCE OF A REQUEST FOR BIDS	)	
FOR HAULING AND PROCESSING	)	Introduced by: Rena Cusma
YARD DEBRIS FROM THE METRO	)	Executive Officer
SOUTH STATION	)	

WHEREAS, the Metropolitan Service District (Metro) estimates that 1,500 tons of source-separated yard debris will be disposed of at Metro South Station during fiscal year 1992-93; and

WHEREAS, it is Metro's policy to recycle source-separated yard debris; and

WHEREAS, the current contract with McFarlane's Bark, Inc. for hauling and processing source-separated yard debris from Metro South Station expires September 30, 1992; and

WHEREAS, it is in the public interest to obtain competitive bids for hauling and processing of source-separated yard debris;

WHEREAS, a Request for Bids was submitted to the Executive Officer for consideration and was forwarded to the Council for approval, now therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes the issuance of a Request for Bids for the hauling and processing of source-separated yard debris from Metro South Station (Exhibit "A") attached hereto.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Jim Gardner, Presiding Officer

RB:clk  
s:\bark\resolu\92-1657.res

EXHIBIT A  
**REQUEST FOR BIDS**

**FOR**

**HAULING AND PROCESSING OF YARD DEBRIS  
FROM METRO SOUTH STATION**

**(RFB #92B -21-SW)**

August 1992

Metropolitan Service District  
2000 SW First Avenue  
Portland, OR 97201

## **INVITATION TO BID**

The Metropolitan Service District (Metro) is requesting bids for hauling and processing yard debris from Metro South Station, 2001 Washington Street, Oregon City, OR 97045. (RFB #92B-21-SW).

Sealed bids must be delivered to the Solid Waste Department at Metro, 2000 SW First Avenue, Portland, Oregon 97201-5398, to the attention of Ray Barker, Assistant Facilities Manager, no later than 3:00 Pacific Daylight Time (PDT), September 9, 1992, at which time they will be publicly opened and read in the Council Chamber.

The work contemplated consists of hauling and processing into usable products source-separated yard debris from Metro South Station. Approximately 1,500 tons of source-separated yard debris will be available from the Metro South Station during the contract period. The length of the contract shall be one year (October 1, 1992, through September 30, 1993). The tonnage amount is an estimate only, is used for the purpose of bid price calculation, and may vary considerably depending on various disposal factors within the Metropolitan area.

Source-separated yard debris disposed at Metro South Station will be loaded into 40-yard drop boxes by the station operator. The Contractor shall provide the drop boxes, haul the material in the drop-boxes to a processing facility and process the material. The material in the drop-boxes is not compacted.

## **INSTRUCTION TO BIDDERS**

### **BID**

Bids must be enclosed in a sealed envelope and mailed or delivered to the Solid Waste Department at Metro, 2000 SW First Avenue, Portland, Oregon 97201-5398, to the attention of Ray Barker, Assistant Facilities Manager.

The outside of the envelope shall plainly identify the subject of the bid, the opening date, and the bid number.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the bid, or the bidders authorized representative.

All bids must be on the form furnished by Metro or they may be rejected by Metro. Where plans and specifications are attached to the bid, they must be returned by the Bidder with the bid.

### WITHDRAWAL OF BIDS

Bidders may withdraw their bids in person, or by written or telegraphic requests which are received prior to the scheduled closing time for filing bids. Negligence on the part of the bidder in preparing the bid confers no right to withdraw the bid after the scheduled closing time for filing bids.

### LATE BID

Bids received after the scheduled closing time for filing bids will be returned to the Bidder unopened, unless such closing time is extended by Metro.

### MODIFICATION OF BID

An offer to modify the bid which is received from the successful bidder after award of contract which makes the terms of the bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

### IMMATERIAL VARIANCES

Metro reserves the right to determine if equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and any variance listed by the Bidder in the bid is material or immaterial.

### TERMS

A Bid may be rejected if it requires payment in less than 30 calendar days after delivery or if it requires payment, in whole or in part, prior to delivery.

### PRICES

The prices submitted shall be firm during the contract period. If unit prices are requested, they should be shown for each unit on which there is a bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be f.o.b. destination.

### EQUIVALENT PRICES/TERM

Bidder represents that all prices, terms and benefits offered in its bid are equal to or better than the equivalent prices, terms and benefits being offered by bidder to any other state or local government unit or commercial customer in the State of Oregon.

Should bidder, during the term of this agreement, enter into any contact, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government unit or commercial customer, this agreement shall thereupon be deemed

amended to provide the same price or prices, terms and benefits to Metro. This provision applies to comparable products, supplies and services, and to purchase volumes by Metro that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits or more favorable terms.

Donations of products, supplies or services to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of this paragraph.

### DISCOUNTS

All prices must be submitted on a net basis. Cash discounts for prompt payment will be considered in awarding the bid. Where the net bid is equal to a bid with a cash discount for prompt payment, the award shall be made to the net bid. Cash discounts for prompt payment will be figured from the date of delivery and acceptance of the article(s), or in the case of incorrect invoice, from the date of receipt of corrected invoice.

### DISADVANTAGED BUSINESS PROGRAM

Metro has made a strong commitment to provide maximum opportunities to Disadvantaged and Women-Owned Businesses in contracting for goods or services. In the event that any subcontractors are to be used, the successful Bidder will be required to meet Metro's Disadvantaged Business Program goals or clearly demonstrate that a "good faith effort" as defined in the Metro Code (Section 2.04.160) has been made to meet the goals. The goals for this Contract are: Disadvantaged Business Enterprises (DBE's) -- seven (7) percent of the total Contract amount and Women-Owned Businesses (WBE's) -- five (5) percent of the total contract amount.

DBE's and WBE's must be certified by the State of Oregon as DBE's or WBE's to be counted toward the Contract goals. The State's list of certified DBE's/WBE's may be obtained from the Office of Minority & Women & Emerging Small Businesses, State Executive Dept., 155 Cottage Street N.E., Salem, OR 97310; Attn: Rick Acevedo, (503) 387-5651.

The Bid Documents submitted must contain a fully completed Disadvantaged Business Program Compliance form contained in the Bidding Documents. Thereafter, within 24 hours of notice by Metro, firms to be interviewed will be required to submit completed DBE and WBE utilization forms which are also attached. Detailed procedures for completing the forms and for demonstrating "good faith efforts" are contained in Metro's Disadvantaged Business Program contained in Attachment B.

Bidder's attention is directed to Section 2.04.155 (Contract Award Criteria), and Section 2.04.160 (b) (Determination of Good Faith Efforts) of the Metro Code. Bidders should also note the following requirement of the latter section:

Advertising in, at a minimum, a newspaper of general circulation, and trade association, minority and trade-oriented, women-focused publications, if any, concerning the subcontracting or material supply opportunities on the project at least ten (10) days before Bids are due.

The following are examples of local minority-oriented newspapers published in the Portland metropolitan area:

*The Portland Observer*, P.O. Box 3137, Portland, OR 97208, (503) 283-2486.

*The Skanner*, 2337 N. Williams Ave, Portland, OR 97211, (503) 287-3562.

*Hispanic News*, 9203 SE Francis, Portland, OR 97266, (503) 777-6759.

*The American Contractor*, P.O. Box 11233, Portland, OR 97211 (503) 280-9000

*Pro-Woman*, P.O. Box 6957, Portland, OR 97228 (503) 452-0121

The requirement to advertise is but one of the actions necessary to demonstrate "good faith efforts" under this program. Failure of the Bidder to comply with all of the requirements of this Disadvantaged Business Program will result in the Bid being deemed non-responsive.

All questions regarding DBE/WBE requirements should be addressed to Metro's Contracts Administrator, Mr. A. M. Hazen at (503) 221-1646.

#### EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

#### TEN PERCENT (10%) BID DEPOSIT

When specified by Metro, a bid deposit in the form of a surety bond, postal money order, cash, cashier's check, or certified check in the amount equal to ten percent (10%) of the amount of the bid shall be furnished by the Bidder to Metro.

#### ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or for interpretation of the bid documents shall be delivered to the Project Manager, in writing, at least four (4) days before the date set for opening of bids. If, in the opinion of the Project Manager, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer at least forty-eight (48) hours before the time set for the opening of bids shall be binding upon the Bidders. Failure of a Bidder to obtain such an addendum shall not excuse him from complying therewith, if the bidder is awarded the contract.



## BASIS OF AWARD

The award shall be made to the responsible Bidders submitting the most advantageous bid to Metro. Any determination of the responsible Bidders submitting the most advantageous bid and award are subject to review and determination by the Metro Legal Counsel as to legal sufficiency of any bid submitted. Metro reserves the right to reject any and/or all bids in whole or in part, and to waive irregularities not affecting substantial rights.

## COST OF BID

This invitation to bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

## WARRANTY

Each bidder shall provide an explanation of both the Bidder's and manufacturer's warranties on materials and workmanship; and indicate any warranty costs to Metro including shipping costs.

## SERVICE

Each bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

## DELIVERY

Each bidder shall provide a delivery schedule for each item offered. Therefore, the successful bidder shall notify Metro, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required.

Upon receipt of such notice from the successful bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible bidder.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for cancellation.

## LATEST MODEL

Parts and materials must be latest model, of current date, and meet specifications. This provision excludes surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

### "OR APPROVED EQUAL" CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to the manufacturer's brand of product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility, or merit.

Whenever a process is designated or a manufacturer's name, brand, or item designated or described, it shall be understood that the words, "or approved equal" follows such name designation, or description, whether in fact they do so or not.

If a bidder proposes to furnish an item, process or material which the Bidder claims to be of equal utility to the one designated, then:

1. Bidder shall submit to the Purchasing Agent Department, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, seven (7) business days prior to the date set for opening.
2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the bidder.
3. If Metro determines that the proposed item, material or process is of equal utility to Metro the Project Manager shall, at least forty-eight (48) hours prior to bid opening, issue addenda to all plan holders.

### RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

### RECYCLED PRODUCTS IN BID ITEMS

Under Oregon Law, (Chapter 385 Oregon Laws 1991, Section 61) public agencies, including Metro, must give preference to the purchase of materials and supplies manufactured from recycled materials. All bidders are required to specify the minimum, if not exact, percentage of recycled paper in paper products or recycled product in products offered, and both the post-consumer and secondary waste content of the products offered. For paper products, the bidder must also specify the fiber type. The definitions of "recycled product," "post-consumer waste" and "secondary waste material," as well as other explanatory materials are included in Attachment D to the Bid Documents. A bidder may specify that all products offered contain no recycled materials.

**CONFLICT OF INTEREST**

A Bidder filing a proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in this bid or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK**

It is understood that the bidder, before submitting the bid has made a careful examination of the plans, specifications, and contract; that the bidder is fully informed as to the quality and quantity of materials and the character of the work required; and that the bidder has made a careful examination of the location and condition of the work and the sources of supply for materials with respect to this contract.

**Attachment A  
To Request For Bids**

**SAMPLE - STANDARD PUBLIC CONTRACT**

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "Metro," and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "Contractor."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

Contractor shall perform the work and/or deliver to Metro the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing \_\_\_\_\_ through and including \_\_\_\_\_, 1992.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the Contractor for work performed and/or goods supplied as described in Attachment A. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A.

ARTICLE IV  
LIABILITY AND INDEMNITY

Contractor is an independent contractor and assumes full responsibility for the content of its work and performance of Contractor's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify and hold harmless Metro, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. Contractor is solely responsible for paying Contractor's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and Metro.

ARTICLE V  
TERMINATION

Metro may terminate this Contract upon giving Contractor seven (7) days written notice. In the event of termination, Contractor shall be entitled to payment for work performed to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies it may have against Contractor.

ARTICLE VI  
INSURANCE

Contractor shall maintain such insurance as will protect Contractor from claims under Workers' Compensation Acts and other employee benefits acts covering all of Contractor's employees engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to Metro. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance must cover Contractor's operations under this Contract, whether

such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Contractor shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work attached hereto, Contractor shall provide Metro with a certificate of insurance complying with this article and naming Metro as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

Contractor shall not be required to provide the liability insurance described in this Article if an express exclusion relieving Contractor of this requirement is contained in the Scope of Work.

## ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this Contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws chapter 684.

## ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

## ARTICLE IX

### QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality.

All workers and subcontractors shall be skilled in their trades. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by Metro, whichever is later. All guarantees and warranties of goods furnished to Contractor or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of Metro.

## ARTICLE X

### OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this agreement are the property of Metro and it is agreed by the parties hereto that such documents are works made for hire. Contractor does hereby convey, transfer and grant to Metro all rights of reproduction and the copyright to all such documents.

## ARTICLE XI

### SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

Contractor shall contact Metro prior to negotiating any subcontracts and Contractor shall obtain approval from Metro before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. Contractor shall be fully responsible for all of its subcontractors as provided in Article IV.

If required in the Scope of Work, Contractor agrees to make a good faith effort, as that term is defined in Metro's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting seven percent (7%) of the contract amount to Disadvantaged Business Enterprise and five percent (5%) of the contract amount to Women-Owned Business Enterprise. Metro reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and Metro's Disadvantaged Business Program.

## ARTICLE XII

### RIGHT TO WITHHOLD PAYMENTS

Metro shall have the right to withhold from payments due Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Contractor's performance or failure to perform under this agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if Contractor has, in Metro's opinion, violated that provision, Metro shall have the right to withhold from payments due Contractor such sums as shall satisfy that provision. All sums withheld by Metro under this Article shall become the property of Metro and Contractor shall have no right to such sums to the extent that Contractor has breached this Contract.

## ARTICLE XIII

### SAFETY

If services of any nature are to be performed pursuant to this agreement, Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.



ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference.

Otherwise, this Contract represents the entire and integrated agreement between Metro and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Metro and Contractor. The law of the State of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

Contractor shall not assign any rights or obligations under or arising from this Contract without prior written consent from Metro.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## **ATTACHMENT A TO CONTRACT**

### **SCOPE OF WORK**

1. Contractor shall haul and process into usable products approximately 1,500 tons of source-separated yard debris from the Metro South Station, located at 2001 Washington Street, Oregon City, OR 97045.
2. Contractor shall provide all equipment and personnel necessary to supply the transport and processing services described in this Scope of Work. Equipment shall include, but shall not be limited to, a yard debris grinder, a transport vehicle capable of hauling a 40-yard drop box full of yard debris, two 40-yard drop boxes, and tarps to cover loaded drop boxes during transport. Drop boxes shall be in good working order, painted, and free of holes and major dents. The physical appearance of drop boxes shall be subject to Metro approval, and Contractor shall improve said appearance if so required by Metro.
3. For purposes of this agreement, the term "yard debris" is defined as heterogeneous material composed mostly of leaves, branches, yard prunings and grass clippings, with incidental quantities of tree stumps, root balls and sod. The material is reasonably free of waste contamination. Metro will strive to keep the material as clean of contamination as is reasonably possible.
4. Metro guarantees no minimum amount of material for delivery to Contractor and reserves the right to limit the quantity of material to be delivered to Contractor.
5. Source-separated yard debris disposed of at Metro South Station shall be loaded into 40-yard drop boxes by the station operator (currently Waste Management of Oregon).
6. Contractor shall perform hauling operations during regular business hours of the Metro South Station, unless other arrangements are made with the facility operator. Contractor shall coordinate the hauling of material with the operator of the transfer station. Metro's Solid Waste Facilities Manager shall serve as the arbiter in the case of dispute between Contractor and the facility operator.
7. Contractor shall remove the material from a designated area of the transfer station. The material shall be inside Contractor's 40-yard drop box at the transfer station. The material is not compacted. Contractor shall have an empty drop box at the designated area for acceptance of material while the loaded drop box is being hauled to the material processing facility. Contractor shall remove full drop boxes of material from the transfer station within 24 hours of notification by Metro. Should Contractor not be able to remove material within 24 hours of notification, Metro shall have the right to hire a separate firm to haul the material.

8. All material shall be weighed by Metro on the scales at the transfer station scalehouse before removal of the material from the transfer station site and before delivery of material to the yard debris processing facility. The net weight of the load shall be registered on a transaction invoice and a copy given to the Contractor. This weight shall be the basis for payment to Contractor.
9. Loaded drop boxes shall be covered by a tarp during transport of material from transfer station to processing facility.
10. Once the material has been removed from the transfer station, none of the material covered under this Agreement shall be landfilled or burned in a solid waste mass incinerator. Except for these restrictions, Contractor may handle the final processed product in any lawful manner that Contractor deems appropriate.
11. Contractor shall be solely responsible for processing the material into final usable products.
12. No material shall be stockpiled by Contractor in an unprocessed form for longer than twelve (12) months.
13. Any contaminates contained in the material may be disposed at Metro disposal facilities at Contractor's expense.
14. Contractor shall provide (from insurance companies acceptable to Metro) the insurance coverage designated hereinafter and pay for all costs therefore. Before commencing work under this contract, Contractor shall furnish Metro with certificates of insurance evidencing coverage as specified and where indicated naming Metro as an additional insured.

a. **Comprehensive General Liability**

Contractor shall maintain Comprehensive General Liability insurance covering all operations, including contractual liability, against bodily injury or death including personal injury and property damage with a combined single limit of not less than \$1,000,000. Such policy shall name Metro, its directors, officers, agents, and employees as an additional insured. Such insurance shall provide for thirty days prior written notice to Metro in the event of alteration or cancellation.

b. **Auto Liability**

Contractor shall maintain Auto Liability with a combined single limit of not less than \$1,000,000. Such policy shall insure against bodily injury and property damage arising out of the use by or on behalf of Contractor, his agents and employees in pursuit of services provided for in this Agreement, of any owned, non-owned or hired vehicle. Such policy shall name Metro, its directors, officers, agents and employees as an additional insured. Such insurance shall provide for thirty days prior written notice to Metro in the event of alteration or cancellation.

c. **Workers' Compensation Coverage**

**Contractor shall maintain in force Workers' Compensation coverage as required by the State of Oregon. Contractor shall also maintain Employers' Liability insurance including bodily injury caused by disease with a limit of not less than \$1,000,000. Consultant shall require his sub-consultants (if any) to maintain such insurance also. Contractor shall provide Metro a Certificate of Insurance evidencing that such coverage is in force.**

15. **Contractor shall provide to Metro a performance bond in an amount equal to 100 percent (100%) of the bid price.**

**ATTACHMENT B**

**METRO CODE SECTION 2.04  
DISADVANTAGED BUSINESS PROGRAM**

**ATTACHMENT C**  
**BID FORMS**

TO BE SUBMITTED PRIOR TO BID OPENING

1. Bidders Declaration and Understanding
2. Bid Schedule
3. Bid Bond
4. Disadvantaged Business Program Compliance Form to be submitted by close of next Business Day following bid openings.
5. DBE/WBE Utilization Forms

**BIDDERS DECLARATION AND UNDERSTANDING**

NOTE TO BIDDER: Preferably type or use BLACK ink for completing this Bid form.

BID

To: Metropolitan Service District

Address: 2000 S.W. First Avenue

Bid Title: For Hauling and Processing of Yard Debris from Metro South Station

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Bidder's Person to Contact for Additional Information on this Bid

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all aspects, fair and without fraud, that the Bid is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined all the Contract Documents, that he/she has personally inspected the site, if required in the Contract Documents, that he/she has satisfied himself/herself as to the quantities and conditions of work involved, and that this Bid is made in accordance with the provisions and under the terms of all of the Contract Documents, which Documents are hereby made a part of this Bid.

This Bid is irrevocable for sixty (60) days following the opening of Bids.

**BIDDERS DECLARATION AND UNDERSTANDING**  
**(Continued)**

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) days, not including Sundays and legal holidays, after Notice of Conditional Award, sign the Contract in the form annexed hereto, and will at that time, deliver to Metro any Bonds or Letters of Credit required herein and will, to the extent of his/her Bid, furnish all machinery, tools, apparatus, and other means of operation and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

**CERTIFICATE OF INSURANCE**

The Bidder agrees to furnish to Metro, before commencing the work under this Contract, any original certificates of insurance required by these Documents.

**SALES AND USE TAXES**

The Bidder agrees that all federal, state and local sales and use taxes are included in the stated bid prices for the work.

**LUMP SUM OR UNIT PRICE WORK**

The Bidder agrees to accept as full payment for the goods and/or service covered by this Bid the lump sum and/or unit price amounts supplied by Bidder. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to complete the Contract, including all allowance for overhead and profit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**BID SCHEDULE**  
**For**  
**Hauling and Processing of Source-Separated Yard Debris**

Contractor to haul and process into usable products approximately 1,500 tons of source-separated yard debris from the Metro South Station according to the Scope of Work.

UNIT PRICE PER TON	_____	_____
	WORDS	FIGURES

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_

Print Name

TITLE: \_\_\_\_\_

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

Bidder's Contact Person for additional information on this bid:

NAME: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Note: Metro reserves the right to reject any or all bids.**

**SURETY**

If the Bidder is awarded a Contract on this Bid, the Surety who provides the Performance Bond and Labor and Materials Payment Bond will be \_\_\_\_\_ whose address is \_\_\_\_\_  
Name

\_\_\_\_\_  
Street City  
\_\_\_\_\_, \_\_\_\_\_ which is the address to which all communications  
State Zip Code

concerned with this Bid and with the Contract shall be sent. The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in the Bid as principals are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the Bidder domiciled or registered to do business in the state of Oregon Yes \_\_\_ No \_\_\_  
Bidders not domiciled or registered to do business in Oregon who are awarded a public Contract in excess of \$10,000 must report to the Oregon Department of Revenue as provided in ORS 279.021.

If Sole Proprietor or Partnership

IN WITNESS, hereto the undersigned has set his/her (its) hand this \_\_\_\_\_ day of \_\_\_\_\_,  
1992

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

**BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ 500.00

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_ having its principal place of business at \_\_\_\_\_, in the state of \_\_\_\_\_, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto \_\_\_\_\_ hereinafter called the OBLIGEE, in the penal sum of FIVE HUNDRED AND NO/100 DOLLARS (\$ 500.00), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR HAULING AND PROCESSING OF SOURCE-SEPARATED YARD DEBRIS** said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish any bond(s) required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond(s), the SURETY hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
PRINCIPAL

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

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
Attorney-in-Fact

**DISADVANTAGED BUSINESS PROGRAM COMPLIANCE FORM**

(To be submitted with Bid or Proposal)

Name of Metro Project: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

In accordance with Metro's Disadvantaged Business Program, the above-named Bidder has accomplished the following:

- \_\_\_\_\_ 1. Has fully met the Contract goals and will subcontract \_\_\_ percent of the Contract amount to DBEs and \_\_\_ percent to WBEs.
  
- \_\_\_\_\_ 2. Has partially met the Contract goals and will subcontract \_\_\_ percent of the Contract amount to DBEs and \_\_\_ percent to WBEs. The Contractor has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the full goals and will submit documentation of the same to Metro within two working days of Bid opening (or proposal submission date).
  
- \_\_\_\_\_ 3. Will not subcontract any of the contract amount to DBEs or WBEs but has made good faith efforts prior to Bid opening (or proposal submission date, as applicable) to meet the contract goals and will submit documentation of such good faith efforts to Metro within two working days of Bid opening (or proposal submission date).
  
- \_\_\_\_\_ 4. Will not subcontract any of the contract amount.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION FORM**

1. Name of Metro Project \_\_\_\_\_

2. Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_

3. The above-named bidder intends to subcontract \_\_\_\_ percent of the Total Bid Price to the following Disadvantaged Business Enterprises (DBEs):

Names, Contact Persons, \_\_\_\_\_

Addresses and Telephone Numbers \_\_\_\_\_

<u>Dollar of DBE Firms Bidder Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total	_____
Amount of Total Bid Price	_____
DBE Percent of Total Bid Price	_____

\_\_\_\_\_  
Authorized Signature

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

**THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING BID OPENING**

**WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION FORM**

1. Name of Metro Project \_\_\_\_\_

2. Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_

3. The above-named bidder intends to subcontract \_\_\_\_ percent of the Total Bid Price to the following Disadvantaged Business Enterprises (WBEs):

Names, Contact Persons, \_\_\_\_\_

Addresses and Telephone Numbers \_\_\_\_\_

<u>Dollar of WBE Firms Bidder Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>Value of Participation</u>
---	------------------------------------	-----------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

	Total	_____
	Amount of Total Bid Price	_____
	WBE Percent of Total Bid Price	_____

\_\_\_\_\_  
Authorized Signature

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

**THIS FORM IS TO BE COMPLETED, SIGNED AND SUBMITTED  
BY THE CLOSE OF THE NEXT WORKING DAY FOLLOWING BID OPENING**

RB:ry  
CONTRACTSMSYD1992.RFB  
July 16, 1992

STAFF REPORT

IN CONSIDERATION OF RESOLUTION 92-1657 FOR THE PURPOSE OF  
AUTHORIZING THE ISSUANCE OF A REQUEST FOR BIDS FOR HAULING AND  
PROCESSING YARD DEBRIS FROM METRO SOUTH STATION

-----  
Date: July 17, 1992

Presented by: Sam Chandler  
Ray Barker

Proposed Action

Adoption of Resolution No. 92-1657, authorizing the Executive Officer to issue a Request for Bids for hauling and processing yard debris from Metro South Station.

Factual Background and Analysis

Metro began accepting source-separated yard debris at the Metro South Station in Oregon City on July 1, 1991. Currently, Waste Management of Oregon, the station operator, loads the yard debris from the facility floor into 40-yard drop boxes. The yard debris is then hauled to McFarlane's Bark for processing. The hauling and processing is provided by McFarlane's at a cost to Metro of \$35.00 per ton. The contract with McFarlane's expires September 30, 1992

It is estimated that 1,500 tons of yard debris will be disposed of at Metro South station during FY 1992-93.

The yard debris hauling and processing contract has been designated an "A" type contract because it "crosses" fiscal years. The proposed contract term is October 1, 1992 through September 30, 1993. The "A" contract designation requires Council approval for issuance of an RFP and for contract award.

Budget Impact

The FY 1992-93 budget provides \$91,875 for hauling and processing yard debris at Metro South Station. Based upon recent conversations with haulers/processors, the costs may range from \$50 to \$85 per ton or \$75,000 to \$127,500 for hauling and processing 1,500 tons.

Executive Office Recommendation

The Executive Officer recommends approval of Resolution No. 92-1657.

BID / RFP REVIEW FORM

Date Received by the Procurement Division 4/30/92

Check one

BID  92B-21-SW

RFP

Title of Project: Hauling & Processing of Yard Debris from Metro S.

Originator: Ray Barker

Department/Division: SW Angela  
Contact:

Reviewed by: Procurement Officer (Please initial) [Signature] 5-10-92  
Date

Construction Projects Mgr \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel TS 5-4-92  
Date

Finance & Management Info. \_\_\_\_\_ Date \_\_\_\_\_

Insurance Coordinator JM 5-11-92  
Date

Comments: Need to include Engstrom letter on DBE/WBE  
enforcement in appendix, & reference. TS

\_\_\_\_\_

\_\_\_\_\_



## ADVERTISEMENT FOR BIDS

The Metropolitan Service District (Metro) is soliciting bids for hauling and processing yard debris from Metro South Station. Sealed bids must be delivered to the Solid Waste Department, Metro, 2000 S.W. First Avenue, Portland, OR 97201-5398, to the attention of Ray Barker, Assistant Facilities Manager no later than 3:00 p.m. PDT, September 9, 1992, at which time they will be publicly opened in the Metro Council Chambers.

Potential bidders may obtain specifications and bid documents by contacting the Solid Waste Department, (503) 221-1646, extension 208.

Bid security in the form of a bid bond, certified check or cashier's check for \$500 must accompany each bid submitted.

Bidders must indicate in the bid form whether the bidder is a "resident bidder" or a "nonresident bidder" pursuant to ORS 279.029.

Metro may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids upon a finding of the agency that it is in the public interest to do so.

Meeting Date: August 13, 1992  
Agenda Item No. 6.1

ORDINANCE NO. 92-469

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

AN ORDINANCE AMENDING ORDINANCE )  
NO. 92-449B REVISING THE FY 1992-93 )  
BUDGET AND APPROPRIATIONS )  
SCHEDULE FOR THE PURPOSE OF )  
REFLECTING THE REORGANIZATION OF )  
DIVISION FUNCTIONS WITHIN THE SOLID )  
WASTE REVENUE FUND, ESTABLISHING )  
THE PLANNING & TECHNICAL SERVICES )  
DIVISION AND FUNDING THE CARRYOVER )  
FOR PHASE II OF THE STORM WATER )  
PROCESSING AND RETENTION PROJECT )  
AT METRO SOUTH HOUSEHOLD )  
HAZARDOUS WASTE FACILITY )

ORDINANCE NO. 92-469  
  
Introduced by Rena Cusma,  
Executive Officer

WHEREAS, The Council of the Metropolitan Service District has reviewed and considered the need to transfer appropriations within the FY 1992-93 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

1. That Ordinance No. 92-449B, Exhibit B, FY 1992-93 Budget, and Exhibit C, Schedule of Appropriations, are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purposes of reorganizing the division functions within the Solid Waste Revenue Fund; establishing the Planning & Technical Services division; transferring appropriations within the fund to reflect the new structure; and transferring \$30,000 from the Solid Waste Revenue Fund Contingency to the Operating Account, Operations Division, materials and services to fund carryover for Phase II of the storm water processing and retention project at the Metro South Household Hazardous Facility. All other provisions of Ordinance No. 92-449B are hereby incorporated by reference and re-adopted without change.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, an emergency is declared to exist, and this Ordinance takes effect upon passage.

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

\_\_\_\_\_, 1992.

\_\_\_\_\_  
Jim Gardner, Presiding Officer

ATTEST:

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

kr:ord91-93:swreorg:ord  
July 31, 1992

**EXHIBIT A  
ORDINANCE NO. 92-469**

FISCAL YEAR 1992-93		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>SOLID WASTE REVENUE FUND:Operating Account (Administration)</b>							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Dir. of Solid Waste Planning	1.00	73,699		0	1.00	73,699
	Administrative Manager	1.00	55,395		0	1.00	55,395
	Assoc. Management Analyst	1.00	37,202		0	1.00	37,202
	Administrative Assistant	2.00	57,325		0	2.00	57,325
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	1.00	25,285		0	1.00	25,285
	Secretary	1.00	20,794	1.00	21,836	2.00	42,630
	Office Assistant	1.00	16,303		0	1.00	16,303
511225	WAGES-REGULAR EMPLOYEES (part time)						
	Office Assistant	1.00	17,990		0	1.00	17,990
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary	0.50	9,460		0	0.50	9,460
511400	OVERTIME		3,594		0		3,594
512000	FRINGE		114,848		7,206		122,054
	<b>Total Personal Services</b>	<b>9.50</b>	<b>431,895</b>	<b>1.00</b>	<b>29,042</b>	<b>10.50</b>	<b>460,937</b>
<u>Materials &amp; Services</u>							
521100	Office Supplies		18,345		2,600		20,945
521220	Custodial Supplies		290		0		290
521291	Packaging Materials		180		0		180
521293	Promotion Supplies		240		0		240
521310	Subscriptions		7,243		0		7,243
521320	Dues		3,011		0		3,011
521540	Maintenance & Repairs Supplies-Equipment		458		0		458
525640	Maintenance & Repairs Services-Equipment		1,320		0		1,320
525710	Equipment Rental		4,040		0		4,040
526200	Ads & Legal Notices		1,605		0		1,605
526310	Printing Services		6,575		0		6,575
526410	Telephone		7,500		2,600		10,100
526420	Postage		14,570		0		14,570
526440	Delivery Service		1,770		0		1,770
526500	Travel		5,527		0		5,527
526700	Temporary Help Services		12,000		0		12,000
526800	Training, Tuition, Conferences		5,835		0		5,835
529500	Meetings		3,000		0		3,000
	<b>Total Materials &amp; Services</b>		<b>93,509</b>		<b>5,200</b>		<b>98,709</b>
	<b>TOTAL EXPENDITURES</b>	<b>9.50</b>	<b>525,404</b>	<b>1.00</b>	<b>34,242</b>	<b>10.50</b>	<b>559,646</b>

**EXHIBIT A  
ORDINANCE NO. 92-469**

FISCAL YEAR 1992-93		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>SOLID WASTE REVENUE FUND: Operating Account (Budget and Finance)</b>							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Budget and Finance Manager	1.00	59,840		0	1.00	59,840
	Sr. Solid Waste Planner	1.00	45,248		0	1.00	45,248
	Sr. Management Analyst	3.00	124,802	(1.00)	(43,082)	2.00	81,720
	Assoc. Management Analyst	1.00	37,220		0	1.00	37,220
	Asst. Management Analyst	1.00	35,422		0	1.00	35,422
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Program Assistant 2	2.00	50,620		0	2.00	50,620
512000	FRINGE		116,540		(14,218)		102,322
	<b>Total Personal Services</b>	<b>9.00</b>	<b>469,692</b>	<b>(1.00)</b>	<b>(57,300)</b>	<b>8.00</b>	<b>412,392</b>
<u>Materials &amp; Services</u>							
521110	Computer Software		12,000		0		12,000
521111	Computer Supplies		2,000		0		2,000
521320	Dues		50		0		50
524190	Misc. Professional Services		84,300		(30,000)		54,300
525640	Maintenance & Repairs Services-Equipment		10,000		0		10,000
525740	Capital Lease Payments-Furniture & Equipment		37,583		(4,751)		32,832
526200	Ads & Legal Notices		1,720		0		1,720
526310	Printing Services		18,500		(2,500)		16,000
526320	Typesetting & Reprographics Services		1,000		0		1,000
526420	Postage		31,000		0		31,000
526500	Travel		3,000		0		3,000
526612	Disposal Operations-Landfill Disposal		90,457		0		90,457
526800	Training, Tuition, Conferences		7,500		0		7,500
528100	License, Permits, Payments to Other Agencies		817,509		0		817,509
	<b>Total Materials &amp; Services</b>		<b>1,116,619</b>		<b>(37,251)</b>		<b>1,079,368</b>
	<b>TOTAL EXPENDITURES</b>	<b>9.00</b>	<b>1,586,311</b>	<b>(1.00)</b>	<b>(94,551)</b>	<b>8.00</b>	<b>1,491,760</b>

**EXHIBIT A  
ORDINANCE NO. 92-469**

FISCAL YEAR 1992-93		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>SOLID WASTE REVENUE FUND:Operating Account (Operations)</b>							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Facilities Superintendent	1.00	55,620		0	1.00	55,620
	Sr. Solid Waste Planner	1.00	47,508		0	1.00	47,508
	Assoc. Management Analyst	1.00	39,081		0	1.00	39,081
	Facilities Mgmt Project Coordinator	3.00	110,190		0	3.00	110,190
	Hazardous Waste Specialist	4.00	128,540		0	4.00	128,540
	Site Manager II	1.00	37,548		0	1.00	37,548
	Site Manager I	2.00	65,877		0	2.00	65,877
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Hazardous Waste Technician	5.00	139,453		0	5.00	139,453
	Scalehouse Technician	14.00	308,476		0	14.00	308,476
511225	WAGES-REGULAR EMPLOYEES (part time)						
	Scalehouse Technician	3.65	75,906		0	3.65	75,906
511231	WAGES-TEMPORARY EMPLOYEES (full time)						
	Temporary	2.00	34,220		0	2.00	34,220
511400	OVERTIME		53,500		0		53,500
512000	FRINGE		438,368		0		438,368
	<b>Total Personal Services</b>	<b>37.65</b>	<b>1,534,287</b>	<b>0.00</b>	<b>0</b>	<b>37.65</b>	<b>1,534,287</b>
<u>Materials &amp; Services</u>							
521100	Office Supplies		15,361		0		15,361
521110	Computer Software		8,000		0		8,000
521220	Custodial Supplies		1,804		0		1,804
521260	Printing Supplies		7,401		0		7,401
521290	Other Supplies		10,050		0		10,050
521400	Fuels & Lubricants		5,500		0		5,500
521530	Maintenance & Repairs Supplies-Vehicles		2,500		0		2,500
521540	Maintenance & Repairs Supplies-Equipment		114,300		0		114,300
523900	Freight In		1,900		0		1,900
524130	Promotion/Public Relations		13,900		0		13,900
524190	Misc. Professional Services		576,467		30,000		606,467
524210	Data Processing Services		55,000		0		55,000
525110	Utilities-Electricity		27,000		0		27,000
525120	Utilities-Water & Sewer		48,000		0		48,000
525610	Maintenance & Repairs Services-Building		18,000		0		18,000
525620	Maintenance & Repairs Services-Grounds		2,000		0		2,000
525630	Maintenance & Repairs Services-Vehicles		2,500		0		2,500
525640	Maintenance & Repairs Services-Equipment		150,250		0		150,250
525710	Equipment Rental		4,100		0		4,100
525733	Operating Lease Payments-Other		120,000		0		120,000
526200	Ads & Legal Notices		4,580		0		4,580
526310	Printing Services		35,700		0		35,700
526410	Telephone		37,540		0		37,540
526420	Postage		1,000		0		1,000
526500	Travel		12,725		0		12,725
526610	Disposal Operations		7,684,159		0		7,684,159
526611	Disposal Operations-Transportation		10,858,637		0		10,858,637
526612	Disposal Operations-Landfill Disposal		18,837,873		0		18,837,873
526613	Disposal Operations-Hazardous Material		1,170,000		0		1,170,000
526800	Training, Tuition, Conferences		51,205		0		51,205
526910	Uniform Supply & Cleaning Services		49,000		0		49,000
528100	License, Permits, Payments to Other Agencies		20,875		0		20,875
	<b>Total Materials &amp; Services</b>		<b>39,947,327</b>		<b>30,000</b>		<b>39,977,327</b>
	<b>TOTAL EXPENDITURES</b>	<b>37.65</b>	<b>41,481,614</b>	<b>0.00</b>	<b>30,000</b>	<b>37.65</b>	<b>41,511,614</b>

**EXHIBIT A  
ORDINANCE NO. 92-469**

FISCAL YEAR 1992-93		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>SOLID WASTE REVENUE FUND: Operating Account (Engineering &amp; Analysis)</b>							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Engineering Manager	1.00	58,832			0	1.00
	Sr. Engineer	3.00	142,653			0	3.00
	Assoc. Engineer	2.00	84,408			0	2.00
	Sr. Solid Waste Planner	2.00	104,761			0	2.00
	Construction Coordinator	1.00	54,604			0	1.00
	Assoc. Solid Waste Planner	1.00	41,008			0	1.00
511231	WAGES-TEMPORARY EMPLOYEES (full time)						
	Temporary	0.50	9,429			0	0.50
512000	FRINGE		158,622			0	158,622
	<b>Total Personal Services</b>	<b>10.50</b>	<b>654,317</b>	<b>0.00</b>		<b>0</b>	<b>10.50</b>
<u>Materials &amp; Services</u>							
521240	Graphics/Reprographic Supplies		600			0	600
521310	Subscriptions		500			0	500
521320	Dues		1,250			0	1,250
524190	Misc. Professional Services		125,000			0	125,000
525710	Equipment Rental		125			0	125
526200	Ads & Legal Notices		6,000			0	6,000
526310	Printing Services		8,400			0	8,400
526320	Typesetting & Reprographics Services		50			0	50
526500	Travel		8,700			0	8,700
526800	Training, Tuition, Conferences		7,150			0	7,150
528100	License, Permits, Payments to Other Agencies		5,000			0	5,000
529500	Meetings		300			0	300
	<b>Total Materials &amp; Services</b>		<b>163,075</b>			<b>0</b>	<b>163,075</b>
	<b>TOTAL EXPENDITURES</b>	<b>10.50</b>	<b>817,392</b>	<b>0.00</b>		<b>0</b>	<b>10.50</b>



**EXHIBIT A  
ORDINANCE NO. 92-469**

FISCAL YEAR 1992-93		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>SOLID WASTE REVENUE FUND: Operating Account (Waste Reduction)</b>							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Solid Waste Supervisor	2.00	90,342		0	2.00	90,342
	Sr. Solid Waste Planner	2.00	88,297	(1.00)	(45,236)	1.00	43,061
	Assoc. Solid Waste Planner	4.00	154,660	(1.00)	(37,196)	3.00	117,464
	Asst. Solid Waste Planner	2.00	63,258		0	2.00	63,258
	Waste Reduction Manager	1.00	59,842		0	1.00	59,842
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary	0.50	18,000		0	0.50	18,000
512000	FRINGE		161,739		(27,203)		134,536
	<b>Total Personal Services</b>	<b>11.50</b>	<b>636,138</b>	<b>(2.00)</b>	<b>(109,635)</b>	<b>9.50</b>	<b>526,503</b>
<u>Materials &amp; Services</u>							
521100	Office Supplies		1,200		0		1,200
521110	Computer Software		2,000		(2,000)		0
521240	Graphics/Reprographic Supplies		15,800		0		15,800
521290	Other Supplies		9,000		0		9,000
521291	Packaging Materials		550		0		550
521293	Promotion Supplies		500		0		500
521310	Subscriptions		1,682		(72)		1,610
521320	Dues		675		0		675
524190	Misc. Professional Services		1,109,000		(362,000)		747,000
526200	Ads & Legal Notices		2,500		(500)		2,000
526310	Printing Services		26,500		(1,000)		25,500
526320	Typesetting & Reprographics Services		5,050		0		5,050
526440	Delivery Service		300		0		300
526500	Travel		8,650		(1,700)		6,950
526800	Training, Tuition, Conferences		5,000		(1,000)		4,000
528100	License, Permits, Payments to Other Agencies		778,313		0		778,313
529500	Meetings		17,400		0		17,400
	<b>Total Materials &amp; Services</b>		<b>1,984,120</b>		<b>(368,272)</b>		<b>1,615,848</b>
	<b>TOTAL EXPENDITURES</b>	<b>11.50</b>	<b>2,620,258</b>	<b>(2.00)</b>	<b>(477,907)</b>	<b>9.50</b>	<b>2,142,351</b>

**EXHIBIT A  
ORDINANCE NO. 92-469**

FISCAL YEAR 1992-93		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>SOLID WASTE REVENUE FUND: Operating Account (Planning &amp; Technical Services)</b>							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Sr. Solid Waste Planner	1.00	43,082		(2,048)	1.00	41,034
	Assoc. Solid Waste Planner	1.00	37,220	1.00	43,058	2.00	80,278
	Administrative Manager		0	1.00	45,236	1.00	45,236
	Sr. Management Analyst	1.00	41,034	1.00	39,268	2.00	80,302
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Secretary	1.00	21,836	(1.00)	(21,836)	0.00	0
512000	FRINGE		47,247		34,215		81,462
	<b>Total Personal Services</b>	<b>4.00</b>	<b>190,419</b>	<b>2.00</b>	<b>137,893</b>	<b>6.00</b>	<b>328,312</b>
<u>Materials &amp; Services</u>							
521100	Office Supplies		2,600		(2,600)		0
521110	Computer Software		2,080		2,000		4,080
521240	Graphics/Reprographic Supplies		1,560		0		1,560
521260	Printing Supplies		1,300		0		1,300
521310	Subscriptions		1,040		72		1,112
521320	Dues		835		0		835
524190	Misc. Professional Services		50,000		392,000		442,000
525640	Maintenance & Repairs Services-Equipment		675		0		675
525740	Capital Lease Payments-Furniture & Equipment		8,030		4,751		12,781
526200	Ads & Legal Notices		520		500		1,020
526310	Printing Services		10,400		3,500		13,900
526320	Typesetting & Reprographics Services		1,040		0		1,040
526410	Telephone		2,600		(2,600)		0
526420	Postage		3,120		0		3,120
526500	Travel		6,240		1,700		7,940
526800	Training, Tuition, Conferences		4,160		1,000		5,160
529500	Meetings		1,040		0		1,040
	<b>Total Materials &amp; Services</b>		<b>97,240</b>		<b>400,323</b>		<b>497,563</b>
	<b>TOTAL EXPENDITURES</b>	<b>4.00</b>	<b>287,659</b>	<b>2.00</b>	<b>538,216</b>	<b>6.00</b>	<b>825,875</b>

**EXHIBIT A  
ORDINANCE NO. 92-469**

FISCAL YEAR 1992-93		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>SOLID WASTE REVENUE FUND: Operating Account (Recycling Information and Education)</b>							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Public Information Supervisor	0.40	16,584		0	0.40	16,584
	Senior Public Affairs Specialist	1.00	38,600		0	1.00	38,600
	Assoc. Public Affairs Specialist	1.00	34,600		0	1.00	34,600
	Asst. Public Affairs Specialist	1.00	31,400		0	1.00	31,400
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Program Assistant 2	4.00	91,280		0	4.00	91,280
511225	WAGES-REGULAR EMPLOYEES (part time)						
	Program Assistant 2	0.50	11,350		0	0.50	11,350
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary	0.15	2,290		0	0.15	2,290
511400	OVERTIME		6,600		0		6,600
512000	FRINGE		79,119		0		79,119
	<b>Total Personal Services</b>	<b>8.05</b>	<b>311,823</b>	<b>0.00</b>	<b>0</b>	<b>8.05</b>	<b>311,823</b>
<u>Materials &amp; Services</u>							
521100	Office Supplies		3,330		0		3,330
521110	Computer Software		2,100		0		2,100
521240	Graphics/Reprographic Supplies		3,125		0		3,125
521260	Printing Supplies		675		0		675
521290	Other Supplies		1,675		0		1,675
521293	Promotion Supplies		10,430		0		10,430
521310	Subscriptions		1,665		0		1,665
521320	Dues		180		0		180
521540	Maintenance & Repairs Supplies-Equipment		1,050		0		1,050
524130	Promotion/Public Relations		65,000		0		65,000
524190	Misc. Professional Services		3,650		0		3,650
524210	Data Processing Services		4,000		0		4,000
525640	Maintenance & Repairs Services-Equipment		1,830		0		1,830
525710	Equipment Rental		1,570		0		1,570
525740	Capital Lease Payments-Furniture & Equipment		42,530		0		42,530
526200	Ads & Legal Notices		49,025		0		49,025
526310	Printing Services		28,485		0		28,485
526320	Typesetting & Reprographics Services		2,550		0		2,550
526500	Travel		3,785		0		3,785
526800	Training, Tuition, Conferences		3,695		0		3,695
529500	Meetings		2,350		0		2,350
	<b>Total Materials &amp; Services</b>		<b>232,700</b>		<b>0</b>		<b>232,700</b>
	<b>TOTAL EXPENDITURES</b>	<b>8.05</b>	<b>544,523</b>	<b>0.00</b>	<b>0</b>	<b>8.05</b>	<b>544,523</b>

**EXHIBIT A  
ORDINANCE NO. 92-469**

FISCAL YEAR 1992-93		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>SOLID WASTE REVENUE FUND:Debt Service Account</b>							
<u>Requirements</u>							
	Metro Central Financing						
533210	Revenue Bond-Principal		1,175,000		0		1,175,000
533220	Revenue Bond-Interest		1,579,458		0		1,579,458
	<b>Total Requirements</b>		<b>2,754,458</b>		<b>0</b>		<b>2,754,458</b>
<b>SOLID WASTE REVENUE FUND:Landfill Closure Account</b>							
<u>Materials &amp; Services</u>							
521290	Other Operating Supplies		6,151,481		0		6,151,481
524190	Other Construction Services		9,529,000		0		9,529,000
526900	Other Purchased Services		530,000		0		530,000
	<b>Total Requirements</b>		<b>16,210,481</b>		<b>0</b>		<b>16,210,481</b>
<b>SOLID WASTE REVENUE FUND:Construction Account</b>							
<u>Capital Outlay</u>							
METRO CENTRAL							
574130	Engineering Services		60,000		0		60,000
574520	Const. Work/Materials-Bldgs, Exhibits & Rel.		1,030,000		0		1,030,000
	<b>Total Requirements</b>	0.00	<b>1,090,000</b>	0.00	<b>0</b>	0.00	<b>1,090,000</b>
<b>SOLID WASTE REVENUE FUND:Renewal &amp; Replacement Account</b>							
<u>Requirements</u>							
574520	Const. Work/Materials-Bidgx, Exhibits & Rel.		540,000		0		540,000
	<b>Total Requirements</b>		<b>540,000</b>		<b>0</b>		<b>540,000</b>
<b>SOLID WASTE REVENUE FUND:General Account</b>							
<u>Capital Outlay</u>							
BUDGET AND FINANCE							
571500	Purchases-Office Furniture & Equipment		25,000		0		25,000
OPERATIONS							
571400	Purchases-Equipment & Vehicles		85,500		0		85,500
571500	Purchases-Office Furniture & Equipment		3,000		0		3,000
574571	Const. Work/Materials-Final Cover & Imp.		110,000		0		110,000
WASTE REDUCTION							
574520	Construction - Buildings and Related		80,000		0		80,000
ADMINISTRATION							
571500	Purchases-Office Furniture & Equipment		5,778		0		5,778
RECYCLING INFORMATION AND EDUCATION							
571500	Purchases-Office Furniture & Equipment		2,325		0		2,325
METRO SOUTH							
574520	Const. Work/Materials-Bldgs, Exhibits & Rel.		230,000		0		230,000
METRO CENTRAL IMPROVEMENTS							
574130	Engineering Services		45,000		0		45,000
574520	Const. Work/Materials-Bldgs, Exhibits & Rel.		65,000		0		65,000
COMPOST FACILITY							
574520	Const. Work/Materials-Bldgs, Exhibits & Rel.		400,000		0		400,000
	<b>Total Requirements</b>		<b>1,051,603</b>		<b>0</b>		<b>1,051,603</b>

**EXHIBIT A  
ORDINANCE NO. 92-469**

FISCAL YEAR 1992-93		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>SOLID WASTE REVENUE FUND:Master Project Account</b>							
<u>Requirements</u>							
Reidel Compost Facility-Series A							
533210	Revenue bond-Principal		600,000		0		600,000
533220	Revenue Bond-Interest		1,849,217		0		1,849,217
Reidel Compost Facility-Series One							
533220	Revenue Bond-Interest		385,000		0		385,000
	Total Requirements		2,834,217		0		2,834,217
<b>SOLID WASTE REVENUE FUND:General Expenses</b>							
<u>Interfund Transfers</u>							
OPERATING ACCOUNT							
581610	Trans. Indirect Costs to Support Srvs. Fund		2,904,312		0		2,904,312
581513	Trans. Indirect Costs to Bldg. Fund (Metro Center)		191,724		0		191,724
581513	Trans. Indirect Costs to Bldg. Fund (Headquarters)		40,398		0		40,398
581615	Trans. Indirect Costs to Insur. Fund-Gen'l		74,611		0		74,611
581615	Trans. Indirect Costs to Insur. Fund-Workers' Com		32,599		0		32,599
582513	Trans. Resources to Building Fund		25,000		0		25,000
582140	Trans. Resources to Planning Fund		278,000		0		278,000
582768	Trans. Resources to Rehab. & Enhance. Fund		441,235		0		441,235
583615	Trans. Direct Costs to Insurance Fund-EIL		400,000		0		400,000
583761	Trans. Direct Costs to Smith/Bybee Lakes Fund		15,045		0		15,045
582140	Trans. Resources to Planning Fund		390,000		0		390,000
	Total Interfund Transfers		4,792,924		0		4,792,924
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		5,791,340		(30,000)		5,761,340
599990	Unappropriated Fund Balance		7,884,666		0		7,884,666
	Total Contingency and Unappropriated Balance		13,676,006		(30,000)		13,646,006
	<b>TOTAL REVENUE FUND EXPENDITURES</b>	90.20	90,812,850	0.00	0	90.20	90,812,850

**EXHIBIT B  
SCHEDULE OF APPROPRIATIONS  
ORDINANCE NO. 92-469**

	Current Appropriations	Revision	Proposed Appropriations
<b>SOLID WASTE REVENUE FUND</b>			
Administration			
Personal Services	\$431,895	\$29,042	\$460,937
Materials & Services	\$93,509	\$7,200	\$100,709
Subtotal	\$525,404	\$36,242	\$561,646
Budget and Finance			
Personal Services	\$469,692	(\$57,300)	\$412,392
Materials & Services	\$1,116,619	(\$37,251)	\$1,079,368
Subtotal	\$1,586,311	(\$94,551)	\$1,491,760
Operations			
Personal Services	\$1,534,287	\$0	\$1,534,287
Materials & Services	\$39,947,327	\$30,000	\$39,977,327
Subtotal	\$41,481,614	\$30,000	\$41,511,614
Engineering & Analysis			
Personal Services	\$654,317	\$0	\$654,317
Materials & Services	\$163,075	\$0	\$163,075
Subtotal	\$817,392	\$0	\$817,392
Waste Reduction			
Personal Services	\$636,138	(\$109,635)	\$526,503
Materials & Services	\$1,984,120	(\$368,272)	\$1,615,848
Subtotal	\$2,620,258	(\$477,907)	\$2,142,351
Planning & Technical Services			
Personal Services	\$190,419	\$137,893	\$328,312
Materials & Services	\$97,240	\$398,323	\$495,563
Subtotal	\$287,659	\$536,216	\$823,875
Recycling Information and Education			
Personal Services	\$311,823	\$0	\$311,823
Materials & Services	\$232,700	\$0	\$232,700
Subtotal	\$544,523	\$0	\$544,523
Debt Service Account			
Debt Service	\$2,754,458	\$0	\$2,754,458
Subtotal	\$2,754,458	\$0	\$2,754,458
Landfill Closure Account			
Materials & Services	\$16,210,481	\$0	\$16,210,481
Subtotal	\$16,210,481	\$0	\$16,210,481
Construction Account			
Capital Outlay	\$1,090,000	\$0	\$1,090,000
Subtotal	\$1,090,000	\$0	\$1,090,000

**EXHIBIT B  
SCHEDULE OF APPROPRIATIONS  
ORDINANCE NO. 92-469**

	Current Appropriations	Revision	Proposed Appropriations
<b>SOLID WASTE REVENUE FUND (continued)</b>			
Renewal and Replacement Account			
Capital Outlay	\$540,000	\$0	\$540,000
Subtotal	\$540,000	\$0	\$540,000
General Account			
Capital Outlay	\$1,051,603	\$0	\$1,051,603
Subtotal	\$1,051,603	\$0	\$1,051,603
Master Project Account			
Debt Service	\$2,834,217	\$0	\$2,834,217
Subtotal	\$2,834,217	\$0	\$2,834,217
General Expenses			
Interfund Transfers	\$4,792,924	\$0	\$4,792,924
Contingency	\$5,791,340	(\$30,000)	\$5,761,340
Subtotal	\$10,584,264	(\$30,000)	\$10,554,264
Unappropriated Balance	\$7,884,666	\$0	\$7,884,666
<b>Total Solid Waste Revenue Fund Requirements</b>	<b>\$90,812,850</b>	<b>\$0</b>	<b>\$90,812,850</b>

**ALL OTHER APPROPRIATIONS REMAIN AS PREVIOUSLY ADOPTED**

## STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 92-469 AMENDING ORDINANCE NO. 92-449B REVISING THE FY 1992-93 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF REFLECTING THE REORGANIZATION OF DIVISION FUNCTIONS WITHIN THE SOLID WASTE REVENUE FUND, ESTABLISHING THE PLANNING & TECHNICAL SERVICES DIVISION, AND FUNDING THE CARRYOVER FOR PHASE II OF THE STORM WATER PROCESSING AND RETENTION PROJECT AT METRO SOUTH HOUSEHOLD HAZARDOUS WASTE FACILITY

---

Date: July 30, 1992

Presented by: Roosevelt Carter  
Terry Petersen

## FACTUAL BACKGROUND AND ANALYSIS

This action amends the Solid Waste Revenue Fund budget for the following purposes:

1. To reflect a recent administrative reorganization of the department which revised the former Planning Team into the Planning & Technical Services Division.
2. To appropriate carryover funds, through a transfer from contingency, for Phase II of a storm water processing and retention test project at the Metro South Household Hazardous Waste Facility.

Each action will be explained separately.

### Reorganization of Department

During the development of the FY 1992-93 budget, the Planning & Development Department was reorganized. The solid waste planning function was considerably reduced and the remaining staff and functions transferred to the Solid Waste Revenue Fund. The transferred staff and related materials & services appropriations were placed in a separate division called "the Planning Team" until such time as a thorough review and analysis could be performed to determine the "best fit" of functions within the department.

During June, 1992, the Solid Waste Director reviewed the current functions of the existing divisions and those proposed for the "Planning Team." It was determined that certain functions historically performed in other divisions, were more closely related to functions proposed for the "Planning Team." The "Planning Team" division was renamed the Planning & Technical Services division with three program areas -- Planning and Policy Evaluation, Technical Services, and System Measurement and Analysis. Program narratives for each of these areas are attached (see Attachments "B", "C" and "D" of the staff report). The Solid Waste Director presented his reorganization plan to the Council Solid Waste Committee on June 16, 1992.



The reorganization moved 1.0 FTE Senior Management Analyst from the Budget and Finance Division and 1.0 FTE Senior Solid Waste Planner and 1.0 FTE Associate Solid Waste Planner from the Waste Reduction Division. All three positions were transferred to the Planning & Technical Services Division creating 1.0 FTE Manager, 1.0 FTE Associate Solid Waste Planner and 1.0 FTE Senior Management Analyst. The 1.0 FTE Secretary transferred with the "Planning Team" staff was moved to the Administration Division where the department's clerical staff and resources are pooled. In addition, \$7,200 in related materials and services was moved to the Administration Division and \$398,323 in materials and services was moved to the Planning & Technical Services Division.

The reorganization was accomplished within existing appropriation. No additional funding from Contingency was needed. Attachment "A" to this staff report details, by program, the changes made to the budget.

#### Storm Water Processing and Retention Project

A contract for the storm water processing and retention test project at the Metro South Household Hazardous Waste Facility was budgeted for and approved by the Council in FY 1991-92. A majority of the work to be performed has been carried forward into FY 1992-93 and was not anticipated in the budget. The department requests the transfer of \$30,000 from Contingency to the Operating Account, Operations Division, Materials & Services, to fund this expenditure. Although not recognized in this action, revenues identified in FY 1991-92 to fund this project will be carried over in the Fund's FY 1992-93 beginning fund balance.

#### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive officer recommends adoption of Ordinance No. 92-469 for the purpose of reflecting the reorganization of division functions within the Solid Waste Revenue Fund, establishing the Planning & Technical Services Division and transferring \$30,000 from Contingency to fund the carryover of Phase II of the storm water processing and retention test project at the Metro South Household Hazardous Waste Facility.

SOLID WASTE DEPARTMENT  
Proposed Budget Amendment (Reflecting Reorganization)

Attachment "A"

DIVISIONS	TRANSFER FROM										TRANSFER TO									
	Budget & Finance		Waste Reduction				Planning Team				Planning & Technical Services			ADM.						
Programs	FTE	310120	FTE	310150	FTE	310300	FTE	310310	FTE	310370	FTE	310800	FTE	310810	FTE	310820	FTE	310830	FTE	310500
	Rates		Database & Info. Mgmt.		Mgmt. & Adm.		Market Develop.		System Meas. & Analysis		(No Programs)		Plan. & Policy Eval.		Tech. Services		System Measure.		Administration	
Personal Services																				
511121 SALARIES-REGULAR EMPLOYEES-FT																				
Planning/Tech. Services Mgr.													0.30	13,571	0.30	13,571	0.40	18,094		
Sr. Solid Waste Planner									-1.00	-45,236	-1.00	-41,034	1.00	41,034						
Assoc. Solid Waste Planner							-1.00	-37,196			-1.00	-43,082	0.50	21,541	1.00	37,196	0.50	21,541		
Sr. Management Analyst	-0.50	-21,541	-0.50	-21,541							-1.00	-37,220	0.50	18,610	1.00	43,082	0.50	18,610		
Assoc. Management Analyst																				
511221 WAGES-REGULAR EMPLOYEES-FT																				
Secretary												-1.00	-21,836						1.00	21,836
511400 OVERTIME		0																		
512000 FRINGE		-7,109		-7,109				-12,275		-14,928		-47,247		31,269		30,970		19,221		7,206
Service Reimbursements-Workers' Comp																				
<b>Total Personal Services</b>	<b>-0.50</b>	<b>-28,650</b>	<b>-0.50</b>	<b>-28,650</b>	<b>0</b>	<b>-1.00</b>	<b>-49,471</b>	<b>-1.00</b>	<b>-60,164</b>	<b>-4.00</b>	<b>-190,419</b>	<b>2.00</b>	<b>126,025</b>	<b>2.30</b>	<b>124,819</b>	<b>1.40</b>	<b>77,466</b>	<b>1.00</b>	<b>29,042</b>	
Materials & Services																				
521100 Office Supplies												-2,600		0		0		0		2,600
521110 Computer Software												-2,080		635		2,700		745		
521240 Graphics/Reprographic Supplies												-1,560		500		560		500		
521260 Printing Supplies												-1,300		400		500		400		
521310 Subscriptions												-1,040		310		392		410		
521320 Dues												-835		250		300		285		
524190 Misc. Professional Services				-30,000								-50,000		50,000		30,000		362,000		
525040 Maintenance & Repairs Services-Equip.												-675		200		275		200		
525740 Capital Lease Payments-Furniture & Equip.				-4,751								-8,030		2,650		7,481		2,650		
526200 Ads & Legal Notices												-500		150		670		200		
526310 Printing Services				-2,500								-1,000		3,500		6,900		3,500		
526320 Typesetting & Reprographics Services												-1,040		300		440		300		
526410 Telephone												-2,600		0		0		0		2,600
526420 Postage												-3,120		1,000		1,120		1,000		
526500 Travel												-1,700		2,000		3,940		2,000		
526800 Training, Tuition, Conferences												-1,000		1,200		2,760		1,200		
529500 Meetings												-1,040		300		440		300		
<b>Total Materials &amp; Services</b>	<b>0</b>	<b>-37,251</b>	<b>-72</b>	<b>-362,000</b>	<b>-6,200</b>	<b>-97,240</b>	<b>63,395</b>	<b>58,478</b>	<b>375,690</b>	<b>5,200</b>										
<b>TOTAL EXPENDITURES</b>	<b>-0.50</b>	<b>-28,650</b>	<b>-0.50</b>	<b>-65,901</b>	<b>-72</b>	<b>-1.00</b>	<b>-411,471</b>	<b>-1.00</b>	<b>-66,364</b>	<b>-4.00</b>	<b>-287,659</b>	<b>2.00</b>	<b>189,420</b>	<b>2.30</b>	<b>183,297</b>	<b>1.40</b>	<b>453,156</b>	<b>1.00</b>	<b>34,242</b>	

ATTACHMENT "B"

Date: July 29, 1992  
Department: Solid Waste/Planning and  
Technical Services  
Program: Planning and Policy Evaluation  
Page: 1 of 2

COST CENTER: 310810

PROGRAM DESCRIPTION

This program involves solid waste planning and policy evaluation. It will continue to update and complete the Regional Solid Waste Management Plan. The program will also be responsible for researching policy questions related to the operation of the regional solid waste system.

WORK PROGRAM

**Work Program Prior to FY 1992-93**

- Completion of the Washington County System Plan
- Completion of the Regional Illegal Dumping Plan
- Completion of the Household Hazardous Waste Management Chapter  
*(Projects completed in FY 1991-92 were by the Urban Services Division of the Planning and Development Department)*

**Work Program For FY 1992-93**

- Complete illegal dumping model ordinance
- Complete model ordinance for providing solid waste and recyclables storage in new developments
- Analysis of solid waste policy issues
- Staffing of six solid waste planning committees
- Yard debris facility franchise
- Evaluation of facility regulation policies
- Data management plan
- Establishment of a system measurement subcommittee to review data collection programs
- Update the 1987 "System measurement" study
- Assist Waste Reduction in the update of the Waste Reduction Chapter of the RSWMP

**Anticipated Work Program after FY 1992-93**

- Evaluation of solid waste policies
- Update of RSWMP as needed
- Staffing of solid waste planning committee

Date: July 29, 1992  
Department: Solid Waste/Planning and  
Technical Services  
Program: Planning and Policy Evaluation  
Page: 2 of 2

### AGENCY IMPACT

The Planning and Policy Evaluation program consolidates planning and policy analysis functions previously carried out by the Urban Services Division of the Planning Department and the Waste Reduction and Budget and Finance Divisions of the Solid Waste Department, into one central division within the Solid Waste Department. Consolidation of the program within the Solid Waste Department does not represent an additional expenditure for the Department. The consolidation actually results in a reduction in funding allocated for planning and policy development from the prior fiscal year.

### IDENTIFIABLE PRODUCTS AND TARGETS

- Policy analysis papers
- Illegal dumping model ordinance
- Solid waste and recyclables storage model ordinance
- Revised Franchise Code
- Revised "System Measurement" study
- RSWMP chapters on franchising and rate policies

### EXPENDITURE ALLOCATION

Personal Services	\$ 128,025
Materials and Services	<u>63,395</u>
TOTAL	\$ 189,420

ATTACHMENT "C"

Date: July 29, 1992  
Department: Solid Waste/Planning and Technical  
Services  
Program: Technical Services  
Page: 1 of 2

**COST CENTER: 310820**

**PROGRAM DESCRIPTION**

This program provides technical assistance to other Metro staff, local governments, haulers, and private companies to achieve solid waste management objectives. Included are waste forecasting needed for facility management, rate setting, and waste reduction planning. The solid waste modeling software (METRO-SIM) is used to simulate the impacts of a wide range of scenarios in order to provide quantitative analyses of policy options. The program also uses Metro's Regional Land Information System (RLIS) to provide maps and other geographic data needed for solid waste management and planning.

**WORK PROGRAM**

**Work Program Prior to FY 1992-93**

- Solid Waste Information System (SWIS) quarterly report
- Econometric modeling for forecasting waste generation and disposal
- Provide monthly tonnage analysis to other Divisions and Departments within Metro and the solid waste industry  
*(Projects completed in FY 1991-92 were by staff in the Waste Reduction Division and the Budget and Finance Division )*

**Work Program For FY 1992-93**

- SWIS quarterly reports
- Continued development of solid waste forecasting methods
- Simulation of policy options using METRO-SIM
- Provide RLIS maps and data products needed for solid waste management and planning
- Establishment of a solid waste forecast review board
- Intergovernmental agreements with local governments to maintain a regional franchise map
- Maintain the METRO-SIM software
- Assist Waste Reduction in the use of building permits to help construction and demolition material recycling
- Continue to provide monthly tonnage analysis to other Divisions and Departments within Metro and the solid waste industry

Date: July 29, 1992  
Department: Solid Waste/Planning and Technical Services  
Program: Technical Services  
Page: 2 of 2

### **Anticipated Work Program After FY 1992-93**

- SWIS quarterly reports
- Continued development of solid waste forecasting methods
- Simulation of policy options using METRO-SIM
- Provide RLIS maps and data products needed for solid waste management and planning

### **Anticipated Work Program After FY 1992-93 Continued**

- Staff the solid waste forecast review board
- Intergovernmental agreements with local governments to maintain a regional franchise map
- Maintain the METRO-SIM software
- Assist Waste Reduction in the use of building permits to help construction and demolition material recycling
- Continue to provide monthly tonnage analysis to other Divisions and Departments within Metro and the solid waste industry

### **AGENCY IMPACT**

The Technical Services Program will provide Metro and local governments with comprehensive data and forecasts about waste generation and flow within the region. The implementation of the program within the Planning and Technical Services Division consolidates functions previously performed by the staff in the Waste Reduction and Budget and Finance Divisions of the Solid Waste Department and the Urban Services Division of the Planning and Development Department.

Metro will make available maps and other requested data -- at cost -- to local governments and the public. Regular publications, such as the quarterly SWIS Reports, are provided free of charge to local governments and the general public.

### **IDENTIFIABLE PRODUCTS AND TARGETS**

- SWIS quarterly reports
- RLIS solid waste products for local governments, Metro staff and others
- Solid Waste forecasts
- Reports on METRO-SIM results

### **EXPENDITURE ALLOCATION**

Personal Services	\$ 124,819
Materials and Services	<u>58,478</u>
TOTAL	\$ 183,297

Date: July 29, 1992  
Department: Solid Waste/Planning and Technical Services  
Program: System Measurement and Analysis  
Page: 1 of 2

**COST CENTER: 310830**

**PROGRAM DESCRIPTION**

The objective of this program is to collect basic solid waste data, organize the data into a useful form using RLIS and other software applications, and make information available to Metro staff, local governments, haulers, and others. As the region's solid waste management continues to become more complex, access to information will be critical for achieving recycling and other solid waste objectives. Metro is uniquely qualified to serve as the region's solid waste information source.

**WORK PROGRAM**

**Work Program Prior to FY 1992-93:**

- Waste characterization study every three years.
- Annual recycling level study.
- Surveys of waste generators to determine quantity and type of waste.
- Cooperative studies with haulers to measure waste generation.
- Collection of building permit data to estimate generation of construction and demolition waste.

**Work Program for FY 1992-93:**

- Establishment of a long-term "panel" of households to be used to monitor changes in recycling behavior.
- Major waste characterization study with analysis by generator type (including construction and demolition sites).
- Recycling level study.
- Continue collection of building permit data.
- Continue waste generation studies with haulers.

**Anticipated Work Program After FY 1992-93**

- Continuation of data collection and analysis programs.

**AGENCY IMPACT**

The System Measurement program provides Metro with the necessary solid waste data for formulating operational and program policies. In order to avoid duplication of effort and produce consistent data, local governments can share in the cost of certain data gathering projects.

Date: July 29, 1992  
Department: Solid Waste/Planning and Technical Services  
Program: System Measurement and Analysis  
Page: 2 of 2

**IDENTIFIABLE PRODUCTS AND TARGETS**

- Process and report hauler curbside collection data (quarterly)
- Report on Metro/Hauler cooperative weight study (March 1993)
- Produce updated versions of the special RLIS coverages (e.g. regional map of hauler franchise boundaries) needed by the SW Department (December 1992, June 1993).
- Produce recycling data for SWIS reports and assist in forecasting (quarterly).

**EXPENDITURE ALLOCATION**

Personal Services	\$ 76,466
Materials and Services	<u>375,690</u>
TOTAL	\$ 453,156



Meeting Date: August 13, 1992  
Agenda Item No. 7.1

ORDINANCE NO. 92-468

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 92-468, FOR THE PURPOSE OF APPROVING AN INCREASE IN THE TRANSFER RATE FOR THE FOREST GROVE TRANSFER STATION

-----  
Date: August 5, 1992

Presented by: Councilor McFarland

Committee Recommendation: At the August 4 meeting, the Committee voted unanimously to recommend Council adoption of Ordinance No. 92-468. Voting in favor: Councilors Buchanan, Hansen, McFarland, Van Bergen and Wyers.

Committee Issues/Discussion: Roosevelt Carter, Solid Waste Finance Manager, explained that the purpose of the ordinance was to grant an increase of \$2.75/ton in the transfer rate charged at the Forest Grove Transfer Station. The station operator, A.C. Trucking, requested the rate increase.

The rationale for the increase included: 1) increased administrative costs, 2) a state PUC ruling that reduced the size of truck payloads transferring material from the station to the Riverbend landfill, and 3) reduced operating hours at the Riverbend landfill. Carter noted that the total rate at the transfer station would now be only \$.05/ton lower than the rate at Metro facilities.

Councilor McFarland noted that the rate review committee had considered the proposed increase on two occasions. At the initial review, the committee found the rationale for the increase to be insufficient. A.C. Trucking then returned to the committee with additional justification. The rate review committee determined that the requested increase was appropriate and unanimously recommended approval.

Councilor Van Bergen asked if Metro operates the gatehouse. Carter indicated no. Van Bergen further asked about the number of audits performed at the transfer station during the past two years. Carter indicated that one such audit had been performed. Van Bergen indicated that he felt it was time for a new audit.

Councilor Gardner asked about the increase in the proposed rate of return from 5.4% requested in 1991 and 8.25% requested this year. Carter and Charles Marshall, representing A.C. Trucking, both indicated that Riverbend Landfill will likely be increasing its disposal fee prior to the end of the year and that such an increase will effectively reduce the rate of return at the transfer station. Gardner questioned whether there would be another request for a rate increase when Riverbend increases its fees. Marshall explained that such a request would not be made because market factors would make it difficult for A.C. Trucking to charge a higher overall rate than the rate at Metro facilities.

Councilor Van Bergen asked if Metro uses its flow control ordinance with regard to the material received at the Forest Grove Transfer Station. Marshall indicated that we do not apply the ordinance to Forest Grove.

Councilor Wyers asked about the ongoing problems related to the payment and collection of certain excise taxes at the transfer station. Marshall indicated that that a recent issue involving the due date for the payment of excise taxes by A.C. Trucking had been resolved. He noted that an ordinance to clarify the due date had been adopted by the Council.

Marshall noted that a second issue involving the continuing failure to pay excise taxes by a hauler that brings material from outside the Metro district to the transfer station has not been resolved. Since A.C. Trucking is liable for the payment of these taxes under the Metro Code, legal counsel for the company and Metro have been discussing options for ultimately collecting the tax from the hauler. Councilors Van Bergen and Wyers requested that staff obtain a written response from the solid waste, finance, and legal staff concerning the resolution of this issue.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING	)	ORDINANCE NO. 92-468
AN INCREASE IN THE TRANSFER RATE	)	
FOR THE FOREST GROVE TRANSFER	)	Introduced by Rena Cusma,
STATION	)	Executive Officer

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

WHEREAS, The present Forest Grove Transfer Station maximum transfer rate is \$22.75 per ton under a franchise amendment adopted by the Council on July 25 1991; and

WHEREAS, A. C. Trucking's current request is for an amendment to its franchise to permit a maximum transfer rate of up to \$25.50 per ton; and

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

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

The Council of the Metropolitan Service District Hereby Ordains,

1. The increase in the transfer rate to \$25.50 per ton for the Forest Grove Transfer Station operated by A. C. Trucking is hereby approved.
2. The A.C. Trucking franchise agreement shall be amended as shown in Exhibit A attached to, and made part of this Ordinance by reference.

3. This Ordinance being necessary for the immediate preservation of the public health, safety, and welfare, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Jim Gardner, Presiding Officer

ATTEST:

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

PN:clk  
July 15, 1992  
FGTS/SW92-468.ord

## EXHIBIT A

### SCHEDULE E TRANSFER RATES

- SE-1 The Franchise Holder shall collect a Transfer Fee, a Disposal Fee and a Metro Fee on each ton of waste delivered to the facility by commercial haulers for transfer. All wastes delivered shall be charged the same rates. The Franchise Holder shall maintain accounts on wastes received and amounts billed to each commercial hauler as required by Metro Code Section 5.01.130.
- SE-2 In the event that the scales for weighing incoming waste cannot be used, tonnage rates are to be converted to yardage rates on the assumption that compacted waste has a density of 600 pounds per cubic yard and that non-compacted waste has a density of 250 pounds per cubic yard.
- SE-3 Fees for disposal (including any fees assessed by local jurisdictions in which the disposal facility is located) and Metro Fees shall be collected by the Franchise Holder on all waste received and shall be paid to the disposal site or Metro as required. In calculating the total charges to be paid on each load or each account, the amount of the charge which is passed through to Metro or to the disposal site shall be itemized. Any changes in the amount of fees for disposal or in Metro Fees to be collected shall result in appropriate adjustments to the total charges collected.
- SE-4 As set forth in SB-3, required User Fee and Regional Transfer Charges shall be paid to Metro. As allowed by Metro Code Section 5.02.050(d), the Franchise Holder may be exempted from collecting and paying the Regional Transfer Charge when a written authorization to do so has been issued by the Solid Waste Director.
- SE-5 As of \_\_\_\_\_, the Franchisee is authorized to charge a transfer fee of ~~\$22.75~~ \$25.50 per ton for mixed solid waste received from commercial haulers.
- SE-6 The Franchise Holder is authorized to charge a minimum Transfer Fee of \$15.00 per load for public self-haulers, provided however that if a self-hauler shall bring in one-half (½) cubic yard of recyclable material (as defined in ORS 459.005) they shall receive a \$3.00 credit toward their disposal charge.
- SE-7 A surcharge shall be levied against a person who disposes of waste at the transfer station, if when entering the facility any portion of the waste is visible to facility scalehouse personnel, unless the waste is only visible through a secure covering. The surcharge shall be \$100.00 for a load delivered by a vehicle greater than three-quarter ton capacity, and \$25.00 for a load delivered by a vehicle of three-quarter ton capacity or less, and shall be collected in the same manner as other disposal fees are collected at the facility.

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

PN:clk  
FGTSNEWRATE.EXA  
July 15 1992

**STAFF REPORT**

**CONSIDERATION OF ORDINANCE NO.92-468 FOR THE PURPOSE OF  
APPROVING AN INCREASE IN THE TRANSFER RATE FOR THE FOREST  
GROVE TRANSFER STATION**

July 15, 1992

Presented by: Roosevelt Carter  
Phil North

**FACTUAL BACKGROUND AND ANALYSIS**

Ambrose Calcagno, dba A.C. Trucking, filed a request for an increase in the transfer fee rate cap for the Forest Grove Transfer Station (FGTS). The present cap is \$22.75 per ton. The requested cap is \$25.50. The present cap was approved by a franchise amendment adopted by the Council on July 25 1991.

The Rate Review Committee met on July 6, 1992 to consider the rate request under the provisions of Metro Code Section 5.01.180. The principal reasons for the rate increase request are:

1. Increased costs to the franchise holder will add between five and six percent to overall operating and administrative expenses, with insurance rates increasing by more than twelve percent and other costs about five percent;
2. Average payloads will decrease more than fourteen percent in response to recent notification from the public Utility Commission that the spread-axle trailers of the franchise holder exceed the length allowed on State Highway 47;
3. Access to the Riverbend Landfill will decline from fifteen hours per day to eleven hours per day as a result of changes instituted by the landfill's new owners, Sanifill Corporation:

(For complete background, see Attachment No. 1)

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

FGTS - Transfer and transportation	\$25.50
Riverbend Landfill*	20.82
Yamhill County Surcharge	4.80
Metro User Fee	19.00
DEQ fees	1.25
City of Forest Grove Community Enhancement Fee	.50
Metro Excise Tax	<u>3.07</u>
<b>TOTAL</b>	<b>\$74.94</b>



This total is contrasted with the tip fees at Metro Central Station, and Metro South Station, which were raised to \$75.00 per ton as of July 1, 1992. The applicant has stated that the requested rate adjustment will yield an 8.25 percent pre-tax return on revenue.

Presentations to the rate review committee were made by Mr. Charles Marshall on behalf of Mr. Ambrose Calcagno, owner of the Forest Grove Transfer Station. Following the Rate Review Committee consideration of the applicant's rate request, the committee chair, Ruth McFarland, requested that Solid Waste staff and Council staff consult on preparation of a staff report.

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

In order for this Ordinance to take effect immediately upon passage, an emergency clause has been added.

#### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 92-465

**CHARLES MARSHALL**  
222 S.W Columbia, Suite 1800  
Portland, Oregon 97201

-----  
(503) 226-1191  
FAX (503) 226-0079

June 15, 1992

**RECEIVED**

JUN 16 1992

FILE CODE:  
METRO SOLID WASTE DEPT.

Phil North  
Metropolitan Service District  
2000 S.W. First Avenue  
Portland, Oregon 97201

**Re AC TRUCKING: TRANSFER AND TRANSPORTATION FEES**

Dear Mr. North:

Ambrose Calcagno, Jr. respectfully requests that the Metropolitan Service District authorize a \$2.75 per ton increase (from \$22.75 to \$25.50) in the transfer and transportation component of fees charged to commercial haulers by the Forest Grove Transfer Station, which facility is owned and operated by Mr. Calcagno dba AC Trucking.

This increase is required to cover increases in operating expenses brought about by three factors, two of which were not anticipated on May 6, 1992 when we submitted our earlier request:

- First (previously anticipated), increased price levels will add between five and six percent to overall operating and administrative expenses with insurance rates increasing more than 12 percent and other costs about five percent (see attached Schedules 5B and 5C);
- Second (not anticipated), average payloads will decrease more than 14 percent in response to recent notification from the Public Utility Commission (PUC) that our spread-axle trailers exceed the length allowed on state highway 47 (see attached Schedule 6); and
- Third (not anticipated), access to the Riverbend Landfill will decline from 15 hours per day to 11 hours as a result of changes instituted by the landfill's new owners, Sanifill Corporation.

These reductions in payload and access hours require that ACT haul more tonnage in less elapsed time with smaller trailers. Reduced payloads will cause the number of trailer loads, mileage, transportation hours and, along with them, variable operating expenses to increase 18 percent (see Schedules 5B and 6). Reduced accessibility exacerbates the situation by giving ACT less time to deliver more loads, which can be accomplished only by adding two tractors and a trailer.

The suggested rate passes both cost and market tests. It will yield a 8.25 percent pre-tax return on revenue and will leave total disposal costs at Forest Grove (\$74.95) slightly less than those available at other transfer stations in the Metropolitan Service District (\$75.00).

These market conditions are likely to worsen in late 1991 or early 1992 when Riverbend increases its dump fees. When that happens, competitive pressure will compel ACT to make a countervailing reduction in its fees. (Because our projections do not reflect this probable but indefinite change in rate structure, they overstate profits by an undetermined amount.) These real-market forces have effectively controlled ACT's pricing since it opened in 1986. We ask that METRO approve our request as quickly as possible so that the company can take advantage of the brief opportunity now available.

To assist METRO in its analysis, we have enclosed copies of our analysis of actual and pro forma financial results. Financial Statements accompanied our May 6 request.

We look forward to meeting with you and the Solid Waste Advisory Committee as quickly as possible. Please advise me of the approval process and calendar. Thanks.

Sincerely,



Charles Marshall

cc Ambrose Calcagno, Jr.

AC TRUCKING RATE APPLICATION, JULY 1, 1992

SCHEDULE 1

BOOK VALUE OF CAPITAL ASSETS EMPLOYED  
1990, 1991, & 1992 (PRO FORMA)

	1990 ACTUAL	1991 ACTUAL	07/01/92- 06/30/93 PRO FORMA
1 Beginning	\$914,567	\$1,333,047	\$1,151,310
2 + Additions	\$564,847	\$7,675	\$238,000
3 - Disposals		\$29,884	\$0
4 - Depreciation	\$146,367	\$159,528	\$167,711
5			
6 = Ending	\$1,333,047	\$1,151,310	\$1,221,599
7			
8 AVG ASSETS EMPLOYED	\$1,123,807	\$1,242,179	\$1,186,455

AC TRUCKING RATE APPLICATION, JULY 1, 1992

SCHEDULE 2

COMPARATIVE INCOME STATEMENTS  
1990, 1991, & JULY 92 - JUNE 93 (PRO FORMA)

	1990 ACTUAL	1991 ACTUAL	07/01/92- 06/30/93 PRO FORMA
	-----	-----	-----
1 REVENUE	\$3,412,805	\$3,946,344	\$5,050,363
2			
3 COST OF SERVICES	\$2,239,128	\$2,612,160	\$3,291,113
4	-----	-----	-----
5 GROSS MARGIN	\$1,173,677	\$1,334,184	\$1,759,249
6			
7 OPERATING & ADMIN EXP	\$1,036,025	\$1,155,748	\$1,122,334
8	-----	-----	-----
9 INCOME FROM OPERATIONS	\$137,652	\$178,436	\$636,916
10			
11 Misc income	\$2,930	\$53,123	\$10,000
12 Interest expense	\$190,642	\$200,261	\$230,261
13	-----	-----	-----
14 INCOME (LOSS) BEFORE TX	(\$50,060)	\$31,298	\$416,655
	=====	=====	=====

AC TRUCKING RATE APPLICATION, JULY 1, 1992

SCHEDULE 3

FINANCIAL RATIOS

1990, 1991, & JULY 92 - JUNE 93 (PRO FORMA)

	1990 ACTUAL	1991 ACTUAL	07/01/92- 06/30/93 PRO FORMA
	-----	-----	-----
1 OP RETURN ON ASSETS	12.25%	14.36%	53.68%
2 OP RETURN ON REVENUE	4.03%	4.52%	12.61%
3 PRE-TX RETURN ON ASSETS	-4.45%	2.52%	35.12%
4 PRE-TX RETURN ON REV	-1.47%	0.79%	8.25%

AC TRUCKING RATE APPLICATION, JULY 1, 1992

SCHEDULE 4A

DISPOSAL RATES

1990, 1991, & JULY 92 - JUNE 93 (PRO FORMA)

	1990 ACTUAL	1991 ACTUAL	07/01/92- 06/30/93 PRO FORMA	06/92	
1 Transfer & transport	\$18.09	\$19.57	\$25.50	22.75	
2 Dump fees	27.66	26.34	20.82	20.82	
3 Yamhill County fees			4.80	4.80	
4 DEQ fees			1.25	0.85	
5 Excise taxes	0.00	2.69	3.07	2.54	3.07
6 MSD fees	7.04	9.67	19.00	13.00	
7 Franchise fees	0.46	0.50	0.50	0.50	
8					
9 DISPOSAL RATE PER TON	\$53.25	\$58.77	\$74.94	65.26	

AC TRUCKING RATE APPLICATION, JULY 1, 1992

SCHEDULE 4B

COST OF SERVICES (DISPOSAL FEES)  
 1990, 1991, & JULY 92 - JUNE 93 (PRO FORMA)

	1990 ACTUAL	1991 ACTUAL	07/01/92- 06/30/93 PRO FORMA
1 Dump fees	\$1,794,718	\$1,795,805	\$1,436,542
2 Yamhill County fees			331,191
3 DEQ fees			86,248
4 Excise taxes		183,335	211,824
5 MSD fees	414,721	598,892	1,190,809
6 Franchise fees	29,689	34,128	34,499
7			
8 COST OF SERVICES	\$2,239,128	\$2,612,160	\$3,291,113



AC TRUCKING RATE APPLICATION, JULY 1, 1992

SCHEDULE 5A

OPERATING AND ADMINISTRATIVE EXPENSES  
 1990, 1991, & JULY 92 - JUNE 93 (PRO FORMA)

	1990 ACTUAL	1991 ACTUAL	07/01/92- 06/30/93 PRO FORMA
1 Operating expenses	\$428,474	\$382,135	\$453,851
2 Admin expenses	\$607,551	\$773,613	\$668,483
3			
4 EXPENSES	\$1,036,025	\$1,155,748	\$1,122,334

AC TRUCKING RATE APPLICATION, JULY 1, 1992

SCHEDULE 5B

OPERATING EXPENSES

1990, 1991, & JULY 92 - JUNE 93 (PRO FORMA)

	1990 ACTUAL	1991 ACTUAL	07/01/92- 06/30/93 PRO FORMA	-----COST VARIANCES-----			
				INFLA- TION	VOL	EFF	TOTAL
1 Salaries	\$183,222	\$161,895	\$186,191	5.0%	0.7%	8.8%	15.0%
2 Deferred compensation	\$5,624	\$2,510	\$2,887	5.0%	0.7%	8.8%	15.0%
3 Health & welfare	\$50,760	\$45,880	\$56,434	12.3%	0.7%	8.8%	23.0%
4 Payroll taxes	\$27,028	\$22,540	\$25,923	5.0%	0.7%	8.8%	15.0%
5 Outside repairs	\$3,422	\$876	\$1,086	5.0%	1.2%	16.7%	24.0%
6 Inhouse repairs	\$20,339	\$18,269	\$22,648	5.0%	1.2%	16.7%	24.0%
7 PUC tax	\$27,720	\$32,502	\$40,293	5.0%	1.2%	16.7%	24.0%
8 Scale expenses	\$2,632	\$4,180	\$4,389	5.0%	0.0%	0.0%	5.0%
9 Fuel	\$41,906	\$40,156	\$49,781	5.0%	1.2%	16.7%	24.0%
10 Oil, grease, tires	\$19,606	\$12,695	\$15,738	5.0%	1.2%	16.7%	24.0%
11 Vehicle cleaning		\$4,301	\$5,332	5.0%	1.2%	16.7%	24.0%
12 Oth equip parts & rep	\$5,783	\$9,403	\$11,657	5.0%	1.2%	16.7%	24.0%
13 Penalties	\$1,939	\$4,737	\$5,872	5.0%	1.2%	16.7%	24.0%
14 Other equip leases	\$19,052	\$6,698	\$7,033	5.0%	0.0%	0.0%	5.0%
15 Shop supplies	\$12,768	\$12,194	\$15,117	5.0%	1.2%	16.7%	24.0%
16 Recycling	\$87	\$494	\$525	5.0%	1.2%	0.0%	6.3%
17 Building repairs	\$6,586	\$2,805	\$2,945	5.0%	0.0%	0.0%	5.0%
18							
19 OPERATING EXPENSES	\$428,474	\$382,135	\$453,851	5.4%	0.9%	10.9%	18.8%

AC TRUCKING RATE APPLICATION, JULY 1, 1992

SCHEDULE 5C

ADMINISTRATIVE EXPENSES

1990, 1991, & JULY 92 - JUNE 93 (PRO FORMA)

	1990 ACTUAL	1991 ACTUAL	07/01/92- 06/30/93 PRO FORMA	COST INC.
1 Salaries	\$179,597	\$160,987	\$169,036	5.0%
2 Health & welfare	\$47,948	\$38,085	\$42,769	12.3%
3 Payroll taxes	\$26,493	\$22,413	\$23,534	5.0%
4 Data processing	\$12,033	\$5,955	\$6,253	5.0%
Computer rent	N/A	\$15,054	\$15,807	5.0%
5 Rent	\$51,700	\$50,729	\$53,265	5.0%
6 Office supplies	\$3,962	\$3,577	\$3,756	5.0%
7 Postage & permits	\$1,602	\$1,906	\$2,001	5.0%
8 Telephone	\$7,217	\$6,515	\$6,841	5.0%
9 Utilities	\$7,660	\$6,809	\$7,149	5.0%
10 Consulting	\$12,703	\$12,377	\$12,996	5.0%
11 Accounting	\$11,613	\$23,551	\$12,774	N/A
12 Legal	\$14,869	\$47,460	\$16,356	N/A
13 Engineering	\$13,657	\$148,916	\$15,023	N/A
14 Insurance	\$30,993	\$37,660	\$40,485	7.5%
15 Taxes & licenses	\$13,661	\$7,882	\$8,276	5.0%
16 Leases	\$3,366	\$0	\$0	5.0%
17 Bad debts	\$596	\$625	\$688	10.0%
18 Advertising	\$5,605	\$7,026	\$7,377	5.0%
19 Contributions	\$2,306	\$2,617	\$2,748	5.0%
20 Travel & ent	\$4,715	\$5,549	\$5,826	5.0%
21 Dues & subscriptions	\$3,061	\$2,831	\$2,973	5.0%
22 Miscellaneous	\$5,827	\$5,561	\$5,839	5.0%
23 Depreciation & amort	\$146,367	\$159,528	\$167,711	5.1%
24 Environmental inspection			\$15,000	N/A
25 Refinancing costs			\$24,000	N/A
26				
27 ADMINISTRATIVE EXPENSES	\$607,551	\$773,613	\$668,483	-13.6%

AC TRUCKING RATE APPLICATION, JULY 1, 1992

SCHEDULE 6

OPERATING DATA AND  
EFFICIENCY AND VOLUME VARIANCES

	1990 ACTUAL	1991 ACTUAL	EFF. NO.	VARIANCE %	1991 ADJUSTED	VOL. NO.	VARIANCE %	07/01/92- 06/30/93 PRO FORMA
1 Inside MSD	58,933 e	61,931	N/A	N/A	61,931	743	1.2%	62,674
2 Outside MSD	5,947 e	6,249	N/A	N/A	6,249	75	1.2%	6,324
3								
4 TONS RECEIVED	64,880	68,180	N/A	N/A	68,180	818	1.2%	68,998
5								
6								
7								
8 TRIPS TO LANDFILL		2,922	487	16.7%	3,409	41	1.2%	3,450
9								
10								
11								
12 TONS PER TRIP		23.3	(3.3)	-14.3%	20.0	N/A	N/A	20
13								
14								
15								
16 Driver		5,398	900	16.7%	6,297	76	1.2%	6,373
17 Equip maintenance		990	165	16.7%	1,154	14	1.2%	1,168
18								
19 Variable		6,387	1,065	16.7%	7,452	89	1.2%	7,541
20								
21 Station operation		2,227	0	0.0%	2,227	0	0.0%	2,227
22 Grounds maintenance		1,700	0	0.0%	1,700	0	0.0%	1,700
23 Self-haul		1,033	0	0.0%	1,033	0	0.0%	1,033
24 Supervision/o'head		761	0	0.0%	761	0	0.0%	761
25								
26 Non-variable		5,720	0	0.0%	5,720	0	0.0%	5,720
27								
28 DIRECT OPERATING WORK HRS		12,107	1,065	8.8%	13,172	89	0.7%	13,261



**METRO**

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

# Memorandum

To: Solid Waste Committee Members

From: John Houser, Council Analyst

Date: July 28, 1992

Re: Ordinance No. 92-468, For the Purpose of Approving an Increase in the Transfer Rate for the Forest Grove Transfer Station

Ordinance No. 92-468 is scheduled to be considered by the committee at the August 4 meeting.

## Background

The purpose of this ordinance is to provide for a 12% increase in the transfer fee charged by Ambrose Calcagno, the operator of the Forest Grove Transfer Station. The fee would increase from \$22.75/ton to \$25.50/ton. This proposed increase, coupled with increases in the Metro tipping fee, the Metro excise tax and various DEQ fees, will result in an increase in the overall rate charged at the facility from the current \$65.66 to \$74.95. The tip fee at Metro facilities is \$75/ton.

Mr. Calcagno is requesting this increase for three principal reasons, including: 1) increased administrative costs, particularly in the cost of insurance; 2) decreased payload size of materials sent to Riverbend Landfill to comply with state PUC requirements; and 3) decreased hours of operation at the Riverbend Landfill.

## Issues and Questions

The committee may wish to address the following questions in its consideration of this proposed ordinance:

1) Mr. Calcagno's rate increase in 1991 projected a 5.4% pre-tax rate of return on revenue. The current request would provide an 8.25% rate of return. Why is the proposed rate of return scheduled to increase by over 50%?

2) During FY 91-92, the differential between Mr. Calcagno's overall rate and that charged at Metro facilities was \$2.34 in Mr. Calcagno's favor. As proposed, this differential would shrink to \$.05/ton. Do staff or Mr. Calcagno believe that this will affect the amount of material received at the Forest Grove Station?

3) Why do the number of hours of operation at the Riverbend Landfill affect costs at the Forest Grove Transfer Station?

Meeting Date: August 13, 1992  
Agenda Item No. 8.1

RESOLUTION NO. 92-1663



**METRO**

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

# Memorandum

**DATE:** August 6, 1992

**TO:** Metro Council  
Executive Officer  
Interested Parties

**FROM:** Susan Lee, Acting Clerk of the Council

**RE:** AGENDA ITEM NO. 8.1; RESOLUTION NO. 92-1663

The Regional Facilities Committee will meet to consider Resolution No. 92-1663 on August 11. The Committee Report will be distributed in advance to Councilors and available at the Council meeting August 13, 1992.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING )  
EXECUTION OF THE CONTRACTS FOR )  
THE ART PROJECTS SELECTED UNDER )  
THE AUSPICES OF METRO'S )  
HEADQUARTERS BUILDING ONE )  
PERCENT FOR ART PROGRAM )

RESOLUTION NO. 92-1663

Introduced by Rena Cusma  
Executive Officer

WHEREAS, The Headquarters Project has included a One Percent for Art Program designed to incorporate artwork into the design and construction of the new building; and

WHEREAS, A Public Art Committee was formed to establish goals and objectives for the public art ; to identify sites for artwork; and to make selections among art work proposals received during the competitive selection process; and

WHEREAS, Requests for Proposals were distributed to artists and artist teams from the States of Oregon and Washington; and

WHEREAS, from the fifty-four proposals received, the Public Art Committee selected two projects which in the Committee's opinion best reflect the image of Metro as protectors of the region's quality of life and which exhibits art/craftsmanship of the highest standards; and

WHEREAS, Lonnie Feathers has been selected to supply glass panels for the second and third floor public corridors and Anne Storrs and David Bales have been selected to install pavers in the north plaza; NOW THEREFORE,

BE IT RESOLVED, that the Council hereby authorizes the Executive Officer to enter into contracts with Lonnie Feathers and with Anne Storrs and David Bales to provide artwork at the new Headquarters Building under the auspices of Metro's One Percent for Art Program.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of August, 1992.

\_\_\_\_\_  
Jim Gardner  
Presiding Officer



STAFF REPORT

Agenda Item No. \_\_\_\_\_

Meeting Date: August 11, 1992

CONSIDERATION OF RESOLUTION 92-1663 FOR THE PURPOSE OF  
AUTHORIZING THE EXECUTION OF CONTRACTS FOR THE ART PROJECTS  
SELECTED UNDER THE AUSPICES OF METRO'S HEADQUARTERS BUILDING  
ONE PERCENT FOR ART PROGRAM

Date: July 28, 1992

Presented by: Berit Stevenson

FACTUAL BACKGROUND

The Metro Headquarters Project includes as a work element the Headquarter's One Percent for Art program. As such, \$86,000, or 1% of the initial building construction budget was set aside to fund art for the building. An intergovernmental agreement for staff assistance was executed between Metro and the Metropolitan Arts Commission (MAC). A committee with membership from both the local artist community and Metro was formed to develop project objectives and goals, to designate sites for public art within the project, and to make selections from among the proposed artwork. The committee was chaired by Councilor DeJardin, and most recently, by Presiding Officer Gardner as Council representative.

A Request for Proposals was prepared and issued during the first week of April 1992. Fifty four proposals were received from artists from Oregon and Washington. From these proposals, six artists or artist teams were selected to develop a more detailed proposal. Based on the more detailed proposals and interviews, two projects were selected. The first project is a series of glass panels depicting the Metro "mission" which will be displayed on the second and third floor public corridors. Lonnie Feathers is the artist and the cost of the approximately 30 glass panels is \$30,000. The second project is a plaza pavers piece which incorporates a "whirly-gig" theme which is derived from the seed pod from the many surrounding vine maples. This piece also incorporates the "recycling" theme by embedding materials and impressions of commonly recycled items in the pavers. The artist team is made up of Ann Storres and David Bales and the cost is \$50,000.

BUDGET IMPACT

The cost of the two selected artworks is \$80,000. Additionally, the remaining \$6,000 paid for the preparation, printing and mailing of 3,000 RFPs, a \$500 honorarium to each of the six selected finalists and the administrative costs of the the Project's Public Art Committee.

RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1663 by the Metro Council.

Meeting Date: August 13, 1992  
Agenda Item No. 8.2

RESOLUTION NO. 92-1655



**METRO**

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

# Memorandum

**DATE:** August 6, 1992

**TO:** Metro Council  
Executive Officer  
Interested Parties

**FROM:** Susan Lee, <sup>cl</sup> Acting Clerk of the Council

**RE:** AGENDA ITEM NO. 8.3; RESOLUTION NO. 92-1655

The Finance Committee will meet to consider Resolution No. 92-1655 on August 6. The Committee Report will be distributed in advance to Councilors and available at the Council meeting August 13, 1992.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING THE ) Resolution No. 92-1655  
EXECUTION OF A SALE AGREEMENT WITH )  
INTEL CORPORATION FOR ACQUISITION OF ) Introduced by Rena Cusma,  
PROPERTY AT SOUTHWEST 209TH AND ) Executive Officer  
TUALATIN VALLEY HIGHWAY )

WHEREAS, in October 1986, Metro purchased a tract of land located at the intersection of Southwest 209th Avenue and Tualatin Valley Highway consisting of 8.26 acres for \$918,382.76; and

WHEREAS, in April 1991 the Council of the Metropolitan Service District authorized the lease of the above land to Intel Corporation; and

WHEREAS, the Metropolitan Service District finds the above land surplus to its needs; and

WHEREAS, the Intel Corporation desires to enter into an agreement to purchase the above property at an agreed price before September 1, 1992 in accordance with the provisions of the attached Sale Agreement; NOW THEREFORE,

BE IT RESOLVED, that

The Council of the Metropolitan Service District authorizes the Executive Officer to enter into the Sale Agreement with Intel Corporation attached at Attachment A.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

---

Jim Gardner, Presiding Officer

**INTEL CORPORATION AND METROPOLITAN SERVICE DISTRICT  
AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS**

This purchase agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1992, ("Effective Date"), by and between Metropolitan Service District, a municipal corporation and public body of the state of Oregon ("Seller"), and Intel Leasing Corporation, a wholly-owned subsidiary of Intel Corporation (a Delaware corporation) ("Buyer"), with escrow instructions to Chicago Title ("Escrow Holder").

**RECITALS**

- A. Seller is the owner of approximately 8.26 acres of real property, located at the southeast corner of S.W. 209th and Tualatin-Valley Highway, in Aloha, Oregon, Washington County, state of Oregon, as more particularly described in Exhibit "A" attached hereto ("Property").
- B. Seller and Buyer are parties to a lease for the Property dated May 3, 1991 ("Lease").
- C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1.0 PURCHASE AND SALE.**

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and conditions set forth in this Agreement.

2.0 PURCHASE PRICE.

2.1 Purchase Price. The total purchase price for the Property shall be one million dollars and no cents (\$1,000,000) ("Purchase Price").

2.2 Payment of Purchase Price.

(a) Deposit. Buyer shall deposit with Escrow Holder a promissory note in the form attached hereto as Exhibit "B" in the amount of thirty thousand dollars and no cents (\$30,000) ("Deposit"). The note shall be held by Escrow Holder until Buyer's contingencies set forth in paragraph 4.0(a) have been removed. At that time Buyer will replace the note with cash in like amount. Escrow Holder will place the Deposit in an interest bearing account. The Deposit and interest shall be applicable to the Purchase Price upon the Closing Date.

(b) Remaining Portion of Purchase Price. On or after the close of escrow, buyer shall deposit into escrow immediately available funds such that the sum of such funds and the Deposit equals the Purchase Price, along with such additional funds, if any, as may be required to pay Buyer's share of prorations and closing costs, if any, pursuant to the terms hereof.

3.0 TITLE TO PROPERTY AND TITLE INSURANCE.

At the closing Seller shall convey to Buyer fee simple title to the Property by execution and delivery of a statutory warranty deed, subject only to nondelinquent real property taxes and such other matters which may be acceptable to Buyer. On the Closing Date, Buyer shall receive from Escrow Holder an ALTA extended coverage

title insurance policy in the amount of the Purchase Price insuring title vested in Buyer or its nominees, subject only to the exceptions shown in the preliminary title report to which Buyer did not object pursuant to paragraph 4 hereof.

4.0 BUYER'S CONTINGENCIES.

Buyer's obligation to purchase the Property is expressly conditioned upon fulfillment prior to the closing of each of the following conditions:

- (a) Title Report. Buyer shall have received and approved a preliminary title report covering the Property and copies of all exceptions to title listed therein. Buyer shall have ten (10) days after receipt of the preliminary title report within which to notify Seller of Buyer's disapproval of any exceptions shown in the title report. In the event of such disapproval, Seller shall have until the close of escrow within which to attempt to eliminate any disapproved exceptions from the policy of title insurance to be issued in favor of Buyer. Failure of Buyer to disapprove any exceptions within said ten (10) business days shall be deemed an approval of the preliminary title report; and
- (b) Representations. The Seller's representations and warranties contained in this Agreement are true and correct as and when made.

If any of the foregoing conditions are not satisfied, Buyer shall have the right at its sole election to either waive the condition in question and proceed with the purchase of the Property or, in the alternative, to terminate this Agreement with no liability to Seller.

5.0 CLOSING AND ESCROW.

5.1 Escrow. Escrow has been opened with the Escrow Holder for the consummation of this transaction. Buyer and Seller shall deliver a fully executed copy of this Agreement to the Escrow Holder. Buyer and Seller agree to execute such additional or supplementary escrow instructions as may be appropriate to implement the terms of this Agreement and to close this transaction.

5.2 Closing Date. This transaction shall close on or before September 1, 1992 ("Closing Date").

6.0 DELIVERIES TO ESCROW HOLDER.

6.1 By Seller. On or before the Closing Date, Seller shall deliver the following into escrow:

- (a) Deed. A statutory warranty deed, duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer or its nominees subject only to nondelinquent property taxes and other matters which may be acceptable to Buyer.
- (b) FIRPTA Affidavit. An affidavit to Buyer certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code, in the form required by that statute and related regulations.
- (c) Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and consummate the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or



delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller, as may be reasonably required by the Escrow Holder and/or Buyer.

6.2 By Buyer. On or before the Closing Date, Buyer shall deliver the following into escrow:

- (a) Purchase Price. The Purchase Price in accordance with paragraph 2 of this Agreement.
- (b) Lease Payments. All amounts remaining due from Buyer to Seller under the Lease agreement between the parties dated May 3, 1991.
- (c) Prorations. The amount due Seller, if any, after the prorations are computed in accordance with paragraph 8.0 of this Agreement.

#### 7.0 CLOSING COSTS.

Buyer shall pay for all premiums for the title insurance policy. Buyer and Seller shall each pay one-half (1/2) of all of the Washington County transfer tax, all escrow fees and costs, and the fee for recording the deed. Buyer and Seller shall each pay its own legal and professional fees and fees of other consultants incurred by Buyer and Seller.

#### 8.0 PRORATIONS AND ADJUSTMENTS.

General. All revenues and all expenses of the Property, including presently existing taxes, assessments, and improvement bonds shall be prorated as of the Closing Date.

9.0 DISBURSEMENTS AND OTHER ACTIONS BY ESCROW HOLDER.

At closing, the Escrow Holder shall do the following:

- (a) Funds. Disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows:
  - (1) Deduct all items chargeable to the account of Seller pursuant to paragraph 8.0.
  - (2) Disburse the balance of the Purchase Price to Seller promptly upon closing.
  - (3) Disburse the remaining balance of the funds, if any, to Buyer promptly upon closing.
- (b) Recording. Cause the deed and any other documents which the parties hereto may mutually direct to be recorded in the official records of Washington County and obtain conformed copies thereof for distribution to Buyer and Seller.
- (c) Title Policy. Direct Chicago Title to issue the title policy to Buyer.
- (d) Disbursement of Documents to Buyer. Disburse to Buyer the FIRPTA affidavit, the deed after recordation thereof, and any other documents (or copies thereof) deposited into escrow by Seller pursuant hereto.

10.0 REPRESENTATIONS AND WARRANTIES OF SELLER.

In addition to any express agreements of Seller contained herein, the following constitute covenants, representations, and warranties of Seller to Buyer:

- (a) Seller's Authority. Seller is a duly organized and validly existing Metropolitan Service District under the laws of the state of Oregon and is in good standing under the laws of the state of Oregon; this Agreement and all documents executed by Seller which are to be delivered to Buyer are or at the closing will be duly authorized, executed, and delivered by Seller, and are or at the closing will be legal, valid, and binding obligations of Seller and do not and at the closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which it is a subject.
- (b) Real Estate and Legal Matters.
- (1) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code.
  - (2) There is no litigation, claim, arbitration, pending or to the best of Seller's knowledge, threatened, with regard to the Property or its operation.
  - (3) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or, to the best of Seller's knowledge, threatened against Seller nor are any of such proceedings contemplated by Seller.
  - (4) Seller is the legal fee simple titleholder of the Property and has good, marketable, and insurable title thereto, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements,

rights of way, options, judgments, or other matters, except as disclosed by the preliminary title report.

(c) Compliance with Laws. Seller represents, warrants, and covenants as follows:

- (1) No action is pending against Seller regarding any state or federal environmental standards or requirements as they pertain to the Property.
- (2) Other than matters of which Buyer is aware, including matters related to Hazardous Materials on the site, a recent fuel spill, and the presence of regulated wetlands on the Property, there is not any violation of any other law, ordinance, rule, or administrative or judicial order affecting the Property, nor is there any condemnation, zoning change, or other proceeding or action pending, threatened, or contemplated by any governmental body, authority, or agency that will in any way affect the size of, use of, improvements on, construction on, or access to the Property.
- (3) Buyer has performed its own tests and studies of the Property and, to the extent of those tests and studies, has knowledge of the environmental condition of the Property, and the presence or absence of wetlands and of any Hazardous Materials on or in the Property. Buyer was also a previous owner of the Property, currently leases the Property, and has knowledge of the Property through its current Lease and previous ownership. Seller does not, therefore, extend any

representations, warranties or covenants regarding the Property, the extent to which the Property may be developed, or compliance with state, federal or local environmental standards or requirements. No express or implied warranties, guarantees, or representations have been made by Seller regarding the environmental condition of the Property, condition of structures on the Property, or Hazardous Materials on or in the Property. Seller has made no agreement or promise to alter, repair, or improve the Property, and Buyer takes the Property in the condition, known or unknown, existing at the time of this Agreement.

(4) The term "Hazardous Materials" as used in this Agreement shall include, without limitation, asbestos, gasoline, petroleum products, explosives, radioactive materials, polychlorinated biphenyls or related or similar materials, or any other substance or material defined as a hazardous or toxic substance or material by any federal, state, or local law, ordinance, rule, or regulation.

(d) General Representation and Indemnity. Seller's representations and warranties contained herein are true and accurate, and are not misleading. Seller's representations and warranties contained herein shall be continuing and shall be true and correct as of the date of closing. Seller agrees to defend, indemnify, and hold Buyer harmless from all claims, damages, costs and expenses (including attorneys' fees) attributable, directly or indirectly, to the breach by Seller of any obligation hereunder or the inaccuracy of any

representation or warranty made by Seller herein or in any instrument delivered pursuant hereto or in connection with the transaction contemplated hereby.

11.0 BUYER'S REPRESENTATION AND WARRANTIES.

In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller:

Buyer is a corporation duly organized and validly existing under the laws of the state of Delaware and is in good standing under the laws of the state of Oregon; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the closing are or at the closing will be duly authorized, executed, and delivered by Buyer, and are or at the closing will be legal, valid, and binding obligations of Buyer, and do not and at the closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

12.0 RISK OF LOSS; CONDEMNATION.

In the event all or any material portion of the Property is damaged, destroyed, or condemned or threatened with condemnation prior to the closing, Buyer may terminate this Agreement. In such event escrow will be terminated and this Agreement shall have no further force or effect whatsoever. If a nonmaterial portion of the Property is destroyed or condemned prior to closing, Buyer may elect to

terminate this Agreement or to close this transaction as provided for herein, including payment to the Seller of the Purchase Price.

13.0 NOTICES.

Any notice, instruction, or communication required or permitted to be given under this Agreement to either party shall be in writing (which may include telex, telegram, telecopier, or other similar form of reproduction) and shall be deemed given when actually received or, if earlier, five days after deposit in the United States Mail by certified or express mail, return receipt requested, postage prepaid, addressed to such party at the following address:

To Buyer: Intel Corporation  
2200 Mission College Blvd., M/S RN4-01  
Santa Clara, CA 95052-8119  
Attn: Suzanne Rogers  
FAX: (408) 765-1809

To Seller: Metropolitan Service District  
2000 S.W. First Avenue  
Portland, OR 97201-5398  
Attn: Todd Sadlo  
FAX: (503) 273-5554

To Escrow Holder: Barbara Campbell  
Chicago Title Insurance Company of Oregon  
Pioneer Tower, Suite 930  
888 S.W. Fifth Avenue  
Portland, OR 97204

Either parties may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

14.0 BROKER.

Buyer shall pay a brokerage commission to Coldwell Banker Commercial Group, Inc. in connection with this transaction in accordance with the terms of a separate agreement. Buyer and Seller hereby acknowledge that no other broker's commission or finder's fee is payable in connection with the sale of the Property. Buyer and Seller each agree to indemnify, hold harmless, and defend the other from and against all liability, claims, demands, damages, or costs of any kind arising from or connected with any broker's or finder's fee claimed to be due any person arising from any statement, representation, or agreement made by the indemnitor with respect to this transaction.

15.0 DOCUMENTS.

Buyer and Seller agree to execute such additional instruments and documents and to take all actions pursuant to the provisions hereof as may be necessary or appropriate to consummate the transaction herein contemplated.

16.0 ASSIGNMENT.

Buyer shall have the right to assign its rights and obligations under this Agreement to any wholly-owned subsidiary without the prior consent of Seller.



17.0 LEGAL AND EQUITABLE ENFORCEMENT OF THIS AGREEMENT.

17.1 Default by Seller. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur as the result of a default by Seller, Buyer shall be entitled to recover the earnest money from Seller, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

17.2 Default by Buyer. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur as a result of a default by Buyer, Buyer and Seller agree that Seller's sole and exclusive remedy (whether at law or in equity) shall be the right to retain the deposit.

18.0 MISCELLANEOUS.

18.1 Partial Invalidity. If any term or provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.2 Waivers. No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision.

18.3 Survival. All warranties, covenants, and other obligations contained in this Agreement shall survive delivery of the deed.

- 18.4 Successors and Assigns. This Agreement inures to the benefit of and is binding upon the parties and their permitted successors and assigns.
- 18.5 Attorneys' Fees. If either party files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the Escrow Holder, then in that event, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the suit, including attorneys' fees.
- 18.6 Entire Agreement. This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.
- 18.7 Captions. The captions heading each paragraph and subparagraph of this Agreement are for the convenience of the parties and shall not be considered to limit, expand, or define the contents of the respective paragraphs.
- 18.8 Assignment. Buyer may assign this Agreement to a wholly-owned subsidiary without Seller's consent.
- 18.9 Governing Law. This Agreement shall be governed by and construed according to the laws of the state of Oregon.

18.10 Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

////

////

////

////

////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year hereinabove written.

**BUYER:**

**SELLER:**

**INTEL LEASING CORPORATION,**  
a Delaware corporation

**METROPOLITAN SERVICE DISTRICT,**  
a municipal corporation

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Intel Leasing Corporation Attorney

\_\_\_\_\_  
Metro General Counsel

1099

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 91-1535, FOR THE PURPOSE OF AUTHORIZING THE EXECUTION OF AN OPTION AGREEMENT WITH INTEL CORPORATION

Date: December 2, 1991

Presented by: Neil Saling

Background

In October 1986, Metro purchased a tract of land consisting of approximately 8.26 acres from Intel Corporation for a sum of \$810,000. That tract of land, located at the intersection of Southwest 209th Avenue and Tualatin Valley Highway, was to be the site for the Metro West Transfer Station. The property came with two tenants whose leases on 1.21 acres were continued until this year. Metro paid taxes only on those portions of the property occupied by the tenants.

In April 1991, the Council authorized through Resolution No. 91-1423 the lease of the entire tract to Intel Corporation. Although Intel desired to purchase the property, the Executive Officer was unwilling to relinquish title to the property until such time as the establishment of a Metro West Transfer Station (or Stations) was resolved between Metro and Washington County.

During the term of its lease, Intel has determined that approximately 1.5 acres of the property are wetlands which must be accommodated by any construction on the site. The wetlands determination was made by CH2M-Hill in conjunction with Intel planning for utilization of the tract. There is no evidence in Metro records of the recognition of these wetlands at the time of the Metro purchase.

Analysis

The proposed Option Agreement which has been negotiated with Intel Corporation would permit purchase of the property during the initial eight months of the option for a sum of nine hundred twenty-five thousand dollars (\$925,000). After that period and until April 1, 1993, the purchase price would be \$970,000. Payments made by Intel to Metro under the existing lease agreement would be applied to the purchase price.

The original purchase price for the tract was \$2.25 per square foot; the proposed sale price is \$2.57 per square foot. Evaluation of 175 industrial land sales in Southwest Portland through October 1991 shows no clear trends in land cost. A summary of these sales is shown below:

Southwest Portland Land Sales  
(Dollars per Square Foot)

	All Sales	Unimproved Property
1986	2.64	1.74
1987	2.22	1.79
1988	2.15	1.45
1989	1.90	1.76
1990	2.17	1.40
1991	2.03	1.90
<b>TOTAL</b>	<b>2.14</b>	<b>1.69</b>

Based upon the location, orientation and level of improvement, the proposed sale price appears fair and appropriate. The Executive Officer believes that the utility of the land as an alternate location for a Metro West Transfer Station has now diminished to the point that the land can be considered excess to Metro's needs.

Recommendation

The Executive Officer recommends approval of Resolution No. 91-1535



**METRO**

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

# Memorandum

To: Councilor Tanya Collier, Presiding Officer  
From: Councilor Judy Wyrse, Chair, Solid Waste Committee  
Date: December 18, 1991  
Re: Referral of Resolution No. 91-1535

Resolution No. 91-1535 was originally referred to the Solid Waste Committee for its consideration. The resolution proposes that Metro enter into an option agreement with Intel Corporation, under which Intel would have the exclusive right to buy a parcel of property that Metro had purchased at a possible transfer station site. The parcel is located at 209th and Tualatin Valley Highway in Washington County.

The Solid Waste Committee considered the resolution at the December 17 meeting. After discussion with staff, the committee members agreed that it was no longer necessary for Metro to retain the property as a possible transfer station site. But during the committee's review, several issues were raised concerning financial aspects of the proposed option agreement. These issues included:

- 1) whether Metro should obtain an independent appraisal of the property prior to entering into a sale option agreement,
- 2) concern that the proposed sale price was near the low end of the estimated per square foot value for the land provided in a "broker's opinion" solicited by Metro,
- 3) concern that Metro was permitting Intel to apply all of its current lease payments for the property toward reducing the purchase price, and
- 4) a general concern that Metro's ultimate sale price may not be much higher than the original purchase price.

As a result of these concerns, I would appreciate if you would refer the resolution to the Finance Committee for further consideration. The Solid Waste Committee unanimously supports this request.

## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 92-1655, FOR THE PURPOSE OF AUTHORIZING THE EXECUTION OF A LAND SALE AGREEMENT WITH INTEL CORPORATION FOR THE ACQUISITION OF PROPERTY AT SOUTHWEST 209TH AND TUALATIN VALLEY HIGHWAY

Date: July 15, 1992

Presented by: Neil Saling

#### Background

In October 1986, Metro purchased a tract of land consisting of 8.26 acres from Intel Corporation for a sum of \$918,382.76. That tract of land, located at the intersection of Southwest 209th Avenue and Tualatin Valley Highway, was to be the site for the Metro West Transfer Station. The property came with two tenants whose leases on 1.21 acres were continued until last year. Metro paid taxes only on those portions of the property occupied by the tenants.

In April 1991, the Council authorized through Resolution 91-1423 the lease of the entire tract to Intel Corporation. Although Intel desired to purchase the property, the Executive Officer was unwilling to relinquish title to the property until such time as the establishment of a Metro West Transfer Station (or Stations) was resolved.

During the term of its lease, Intel has determined that approximately 1.5 acres of the property are wetlands which must be mitigated to allow construction on the site. The wetlands determination was made by CH2M-Hill as a part of the Intel planning for utilization of the tract. There is evidence in Metro records recognizing the existence of these wetlands at the time of the Metro purchase.

Metro has now received a proposal for a franchise of a privately operated transfer station in the vicinity of Wilsonville. Negotiations with the proposer have not been concluded. However, the Director of the Solid Waste Department believes the further retention of this site will have little bearing on the negotiations and recommends sale of the property as proposed.

#### Analysis

Two formal appraisals of the tract have been recently performed by two registered appraisers. The fair market value assigned by these appraisals, based upon comparable land purchases in the area were \$678,200 and \$1,300,000. The fair market value of the land at the time of Metro purchase was \$809,562.60. (An additional premium of \$108,820.16 was paid to Intel as compensation for entering into the sales agreement.)

The diverse nature of the two professional appraisals makes synthesis of the true fair market value difficult. In-house valuations range from \$884,344 to \$1,633,278 with a most probable value of about \$950,000. Escalating the premium over time results in a potential sale price of \$1,111,054. Negotiations with Intel have resulted in an agreed sale price of \$1,000,000.

Time is of the essence in that Intel desires to improve the tract before expiration of their wetlands fill permit and before the onset of adverse Fall weather. The desired date for closing of escrow is September 1, 1992.

Policy Impact

By this Resolution, Metro declares the subject property excess to its needs and elects to sell the property to a willing buyer at a mutually agreed price. Council approval of such a sale of real property is required by Metro Code Section 2.04.033(a)(3).

Financial Impact

Metro will realize revenues of One Million Dollars (\$1,000,000) less closing costs estimated to be Three Thousand Dollars (\$3,000). The net revenues will accrue to the Solid Waste Revenue Fund. They will be unrestricted funds in the unappropriated balance.

Recommendation

The Executive Officer recommends approval of Resolution No. 92-1655.





**METRO**

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

# Memorandum

To: Solid Waste Committee Members

From: John Houser, Council Analyst

Date: July 29, 1992

Re: Resolution No. 92-1655, For the Purpose of Authorizing The Execution of a Land Sale Agreement with Intel Corporation for the Acquisition of Property at Southwest 209th and Tualatin Valley Highway.

Resolution No. 92-1655 is scheduled to be considered by the committee at the August 4 meeting.

## Background

In 1986, Metro purchased approximately nine acres from Intel as a potential transfer station site. Since April 1991, the site has been leased back to Intel. Intel now wishes to repurchase the site a begin immediate development of it.

Resolution No. 91-1535 was introduced and considered by the Solid Waste Committee on December 17, 1991. The resolution proposed that Metro enter into an option agreement with Intel under which Intel could repurchase the property for \$925,000 for up to eight months, and for \$975,000 up to April 1, 1993.

Councilors raised a number of questions concerning the agreement. These included: 1) whether an independent appraisal had been made, 2) concern that the sale price was only slightly higher than the purchase price, 3) application of Intel's lease payments to the purchase price, and 4) whether the property was actually surplus to Metro's needs at that time. The committee voted unanimously to refer the resolution to the Finance Committee. Copies of the original staff report on the resolution and the memo requesting referral to the Finance Committee are attached. No further action was taken on the resolution.

The sale price proposed in Resolution No. 92-1655 is \$1 million.

## Issues and Questions

The committee may wish to address the following issues and questions concerning this resolution:

1) The staff report for Resolution No. 91-1535 states that Metro's original purchase price was \$810,000. The staff report for Resolution No. 92-1655 indicates that the purchase price was

\$918,382. Why the difference? (Note: the staff report for Resolution 92-1655 notes that the fair market value at the time of purchase was \$810,000)

2) The staff report notes that an additional "premium" of \$108,000 was paid to Intel "as compensation for entering into the sales agreement." The committee may wish to ask the staff to explain this statement?

3) Concern was originally expressed that Intel would be allowed to apply certain lease payments toward the purchase of the property. Will this be permitted under the proposed sales agreement?

4) Since the evaluation and negotiation process for a possible Wilsonville transfer station has not been completed, on what basis was the decision made that this site is surplus to Metro's needs?

5) Is Metro under any legal obligation to offer the property for resale to Intel? Has Metro explored the option of placing the site for sale on the open market?

6) Could staff estimate the approximate profit or loss that Metro will have on this property?

Meeting Date: August 13, 1992  
Agenda Item No. 8.3

RESOLUTION NO. 92-1659

**SOLID WASTE COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 92-1659, FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF OREGON CITY PROVIDING REIMBURSEMENT TO THE CITY FOR HOUSEHOLD HAZARDOUS MATERIALS PROBLEMS

---

Date: August 5, 1992

Presented by: Councilor Hansen

**Committee Recommendation:** At the August 4 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 92-1659. Voting in favor: Councilors Buchanan, Hansen, McFarland, Van Bergen and Wyers.

**Committee Issues/Discussion:** Sam Chandler, Facilities Supervisor, indicated that the purpose of the agreement is to fulfill a condition in Oregon City's conditional use permit authorizing the operation of the HHW facility at Metro South Station. The city required such a agreement under which Metro would reimburse the city for training and equipment costs related to the potential need for the city to respond to an HHW spill or accident at the facility.

Under the agreement, Metro will pay \$17,000 for training and \$5,000 for equipment during the current fiscal year. In future years, these amounts would be limited to \$5,000 for training and \$2,000 for equipment. Chandler indicated that the cost of the agreement for this year would be covered by the budget line items for host fees and HHW training.

Councilor Van Bergen asked if we were setting a precedent for other similar types of facilities. Chandler responded that the City of Portland permits concerning the HHW facility at Metro Central do not require any form of reimbursement. He noted that Portland already has a hazardous material response team.

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING ) RESOLUTION NO. 92-1659  
AN INTERGOVERNMENTAL AGREE- )  
MENT WITH THE CITY OF OREGON )  
CITY PROVIDING REIMBURSEMENT ) Introduced by: Rena Cusma  
TO THE CITY FOR HOUSEHOLD ) Executive Director  
HAZARDOUS MATERIALS PROBLEMS )

WHEREAS, in January 1991, the City of Oregon City (City), granted the Metropolitan Service District (Metro), a Conditional Use Permit to establish a Household Hazardous Waste Collection Facility ("HHWCF") at the Metro South Station in Oregon City, and

WHEREAS, the City approved the Permit subject to Metro compliance with conditions of approval attached to the Permit, and

WHEREAS, the Permit conditions requires the City and Metro to enter into an Intergovernmental Agreement to reimburse the City for increased expenditures for Fire Department to manage and respond to household hazardous materials problems, and

WHEREAS, Metro completed construction of the HHWCF in January 1992, and commenced operation of that facility in February 1992, and

WHEREAS, the resolution regarding the Intergovernmental Agreement was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

**BE IT RESOLVED,**

That the Council of the Metropolitan Service District authorizes the Executive Officer to enter into an Intergovernmental Agreement with the City of Oregon City, attached hereto as Exhibit "A", providing for reimbursement to the City for increased expenditures for Fire Department to manage and respond to household hazardous materials problems.

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

\_\_\_\_\_, 1992.

\_\_\_\_\_  
Jim Gardner, Presiding Officer

EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT

This Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 1992, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation hereinafter referred to as "Metro," whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, and the CITY OF OREGON CITY, hereinafter referred to as "City," whose address is 320 Warner Milne Road, Oregon City, Oregon 97045.

**RECITALS**

1. In April, 1983, the Metro South Station, then known as the Clackamas Transfer and Recycling Center, opened in Oregon City, Oregon.
2. In August, 1986, Metro adopted a Hazardous Waste Management Plan ("the Plan"), Resolution No. 86-676. The Plan was developed with the assistance of the Hazardous Waste Task Force with representative members from local governments, businesses, and fire departments throughout the region.
3. In January, 1991, the City granted Metro a conditional use permit (File CU-91-01) ("the Permit") to establish a Household Hazardous Waste Collection Facility ("HHWCF") at the Metro South Station in Oregon City.
4. The City approved the Permit subject to Metro compliance with conditions of approval attached to the Permit. Among other requirements, those conditions required Metro to undertake the following measures during the first year of operation:
  - a. The Oregon City Fire Department and Metro shall jointly train for coordination of first response to hazardous material problems;
  - b. The Operations Manual shall be reviewed for consistency with the first response training;
  - c. The applicant shall comply with terms of the Operations Manual;
  - d. The applicant shall provide the City with a copy of the Operations Manual and any updates; and
  - e. The City and Metro shall work toward an intergovernmental agreement to reimburse the City for increased expenditures for Fire Department to manage and respond to household hazardous materials problems.
5. Metro completed construction of the HHWCF in Oregon City in January, 1992, and commenced operation of that facility in February, 1992.

## AGREEMENT

METRO AND THE CITY HEREBY AGREE AS FOLLOWS:

1. Training.

- a. Fire Department personnel shall be trained to (1) the Competencies for EMS/HM Level I Responders as described in the most recent edition of NFPA 473, "Standard for Competencies for EMS Personnel Responding to Hazardous Materials Incidents;" and (2) the level of Hazardous Materials Technician as described in the most recent edition of NFPA 472, "Standard for Professional Competence of Responders to Hazardous Materials Incidents." To the extent the State of Oregon adopts standards stricter than the NFPA standards for these levels of competency, those stricter standards shall apply.
- b. The training shall cover all three shifts and management personnel within the Oregon City Fire Department, to allow for maximum coverage during a hazardous materials incident.
- c. The training shall be provided at mutually convenient times by a qualified trainer or trainers mutually acceptable to the Oregon City Fire Department and Metro. If the Fire Department deems Metro's trainer(s) qualified to train at the competency levels set out in subsection "a" of this section, Metro shall provide the training. Otherwise, the training shall be conducted by an outside contractor selected by the Fire Department with Metro's consent, which consent shall not be unreasonably withheld. Where an outside consultant is selected, Metro shall not be required to pay for training in excess of 35 hours per shift. Where Metro provides the training, the training shall not exceed 40 hours per shift.
- d. Metro further agrees to provide to Oregon City Fire Department personnel annual refresher training to review past incidents and new materials in the area of hazardous materials response and to test the competencies of the Oregon City Fire Department. Annual refresher training shall cover all three shifts and management personnel within the Oregon City Fire Department. Refresher training shall be provided in the manner described in subsection "c" of this section, except that Metro shall not be responsible for paying for or providing refresher training in excess of 20 hours per shift.
- e. Metro's contribution to expenses incurred by the Oregon City Fire Department for training under this section shall under no circumstances exceed \$17,000 in the first year of this Agreement, or \$8,000 per year for subsequent years.

2. Equipment. Metro shall reimburse the City for its costs of equipment required for hazardous materials response, including Level B personal protective equipment, cleanup and decontamination materials and equipment, and detection materials and equipment, as follows:
  - a. Metro shall reimburse the City for its actual initial costs of procuring materials and equipment in an amount not to exceed \$5,000.
  - b. Annually thereafter, Metro shall reimburse the City for its actual costs of restocking and maintaining equipment in an amount not to exceed \$2,000 per year.
  
3. Incident Response. Metro shall reimburse the City for its actual costs associated with responding to fire, medical, hazardous materials, or other similar emergencies which are either based at Metro's HHWCF in Oregon City or related to the transportation of household hazardous materials to the facility. Those costs shall include, but are not limited to, costs associated with rescue and emergency medical treatment to accident victims, costs associated with offensive action in the case of relatively low-risk household hazardous materials leaks, spills or accidents, and cleanup costs associated with low risk hazardous materials incidents. Reimbursement shall not include administrative costs incurred in the day-to-day operation of the Department.
  - a. The costs shall be determined in accordance with the State Standardized Schedule of Costs adopted by the State Fire Marshall and any subsequent amendments thereto. If the State Standardized Schedule of Costs has not yet been adopted upon the effective date of this Agreement, then until its adoption, actual costs shall consist of (1) costs for equipment, determined in accordance with the hourly rate schedule as published in the most recent version of the Oregon State Fire Service Plan (August 1, 1990); plus (2) actual personnel costs.
  - b. Where the City determines it appropriate and cost-effective to do so, the City shall actively pursue recovery of the above-described costs from a party responsible for an incident. Where the City succeeds in recovering some or all of those costs from the responsible party, it shall reimburse Metro those costs, in the manner provided in subsection "c" of this section, to the extent that the costs would otherwise constitute double payment. If City decides not to pursue recovery against a responsible party, Metro may proceed in place of the City, and City shall cooperate with Metro's effort to do so.
  - c. Within 30 days following receipt, the City shall remit to Metro costs recovered from a responsible party, to the extent those costs would otherwise constitute double payment, or submit a detailed written statement explaining why those



costs or any portion thereof should not be remitted. Any portion of those costs not remitted within 30 days following receipt shall be subject to a monthly delinquency charge of one percent (1%) per month of such unpaid portion. If the City does not remit those costs when due, it shall pay delinquency charges, costs, and attorney fees on such amounts not remitted in the same manner specified for Metro in section 4 of this Agreement.

- d. City shall consult with Metro regarding the most cost effective, efficient, lawful options available for management and/or disposal of wastes generated as a result of an incident specified in this section, including materials generated during decontamination, and shall manage and/or dispose of such waste in conformance with Metro's recommendations. To the extent permitted by law, Metro shall accept delivery of such waste at the HHWCF facility.
4. Invoices and Payment. The City shall forward invoices for actual costs to Metro attention: Accounts Payable. Metro shall pay each invoice from the City, or submit a detailed written objection to the invoice or any portion of the invoice, within 30 days following transmittal. Any portion of an invoice not paid within 30 days following transmittal shall be subject to a monthly delinquency charge of one percent (1%) per month of such unpaid portion. If payment of any invoice is not made when due, Metro agrees to pay any and all collection costs and attorney fees as may be incurred in collection efforts, including arbitration and any judicial review thereof. Delinquency charges, collection costs and attorney fees shall not be allowed with regard to any portion of an invoice to which timely objection has been taken, until 30 days following resolution of the objection. Both parties shall attempt to resolve all billing disputes in good faith, in a timely fashion.
  5. Arbitration. Except as otherwise provided in paragraph 4 of this Agreement, any dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration by a single arbitrator mutually agreed upon by the parties in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction. The hearing on any such arbitration shall be held in Portland, Oregon.
  6. Amendment/Termination. This Agreement shall be amended only by written instrument, signed by both parties. The terms of this Agreement shall be reviewed and may be amended as the parties deem appropriate every five years following the date of initial adoption. This Agreement shall terminate at the end of the fiscal year in which the facility ceases to operate as a household hazardous waste collection facility.

7. Effective Date. This Agreement shall become effective upon execution by the parties after prior approval of the terms of this Agreement by the Metro Council and Oregon City Commission.

CITY OF OREGON CITY

METROPOLITAN SERVICE DISTRICT

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Oregon City  
City Attorney

\_\_\_\_\_  
Metro General Counsel

1095

STAFF REPORT

**CONSIDERATION OF RESOLUTION NO. 92-1659 FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF OREGON CITY PROVIDING REIMBURSEMENT TO THE CITY FOR HOUSEHOLD HAZARDOUS MATERIALS PROBLEMS**

---

Date: July 20, 1992

Presented by: Sam Chandler  
Ray Barker

Proposed Action

Adoption of Resolution No. 92-1659 authorizing the Executive Officer to enter into an Intergovernmental Agreement with the City of Oregon City to reimburse the City for increased expenditures for Fire Department to manage and respond to household hazardous materials problems.

Factual Background and Analysis

In April 1983, the Metro South Station, then known as the Clackamas Transfer and Recycling Center opened in Oregon City. In August 1986, Metro adopted a Hazardous Waste Management Plan. The Plan was developed with the assistance of the Hazardous Waste Task Force with representative members from local governments, businesses, and fire departments throughout the region.

In January 1991, the City of Oregon City granted Metro a Conditional Use Permit to establish a Household Hazardous Waste Collection Facility (HHWCF) at the Metro South Station in Oregon City. The City approved the Permit subject to Metro compliance with conditions of approval attached to the Permit. Among other requirements, those conditions required Metro to undertake the following measures during the first year of operation.

1. The Oregon City Fire Department and Metro shall jointly train for coordination of first response to hazardous material problems;
2. The Operations Manual shall be reviewed for consistency with the first response training;
3. The applicant shall comply with the terms of the Operations Manual;
4. The applicant shall provide the City with a copy of the Operations Manual and any updates; and
5. The City and Metro shall work toward an Intergovernmental Agreement to reimburse the City for increased expenditures for the Fire Department to manage and respond to household hazardous materials problems.

Metro completed construction of the HHWCF in Oregon City in January 1992, and commenced operation of that facility in February 1992.

Metro has negotiated an Intergovernmental Agreement with Oregon City that provides for the following:

1. Training of Fire Department personnel in responding to hazardous materials incidents. Metro's expenses incurred for training shall not exceed \$17,000 in the first year of the Agreement or \$8,000 for subsequent years.
2. Equipment required for hazardous materials response. Metro shall reimburse the City for its actual initial costs of procuring materials and equipment in an amount not to exceed \$5,000. Thereafter, Metro's costs shall not exceed \$2,000 annually for restocking and maintaining equipment.
3. Incident Response. Metro shall reimburse the City for its actual costs associated with responding to fire, medical, hazardous materials, or similar emergencies which are either based at Metro's HHWCF in Oregon City or related to the transportation of household hazardous materials to the facility.

The proposed Agreement shall terminate at the end of the fiscal year in which the facility ceases to operate as a household hazardous waste collection facility.

#### Budget Impact

The FY 1992-93 Budget provides \$51,000 for hazardous waste training. During FY 1992-93, payments to Oregon City for training and equipment shall not exceed \$22,000. The cost for incident response is potentially unlimited but no incidents are expected.

#### Executive Officers Recommendation

The Executive Officer recommends adoption of Resolution No. 92-1659.

s:\bark\sta\fp\sta\0720.rpt



# GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 902570

BUDGET CODE NO. 531-310211-526-800-75000

FUND: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

(IF MORE THAN ONE) 531-310211-528100-75000

SOURCE CODE (IF REVENUE) \_\_\_\_\_

### INSTRUCTIONS

1. OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
2. COMPLETE SUMMARY FORM.
3. IF CONTRACT IS —
  - A. SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
  - B. UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
  - C. OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
  - D. OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
4. PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Reimbursement to City of Oregon City for Household Hazardous Materials problems.

2. TYPE OF EXPENSE

<input type="checkbox"/> PERSONAL SERVICES	<input type="checkbox"/> LABOR AND MATERIALS	<input type="checkbox"/> PROCUREMENT
<input type="checkbox"/> PASS THROUGH AGREEMENT	<input checked="" type="checkbox"/> INTER-GOVERNMENTAL AGREEMENT	<input type="checkbox"/> CONSTRUCTION
		<input type="checkbox"/> OTHER

OR

TYPE OF REVENUE  GRANT  CONTRACT  OTHER

3. TYPE OF ACTION

<input type="checkbox"/> CHANGE IN COST	<input type="checkbox"/> CHANGE IN WORK SCOPE
<input type="checkbox"/> CHANGE IN TIMING	<input checked="" type="checkbox"/> NEW CONTRACT

4. PARTIES Metro / City of Oregon City

5. EFFECTIVE DATE August, 1992 TERMINATION DATE See other side  
 (THIS IS A CHANGE FROM \_\_\_\_\_)

6. EXTENT OF TOTAL COMMITMENT:

ORIGINAL/NEW	\$ <u>62,000.00</u>
PREV. AMEND	_____
THIS AMEND	_____
<b>TOTAL</b>	\$ <u>62,000.00</u>

### 7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 19892-8 93 \$ 22,000.00

B. BUDGET LINE ITEM NAME Hazardous Waste Training AMOUNT APPROPRIATED FOR CONTRACT \$ 51,000.00

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF July 20, 1992 \$ 51,000.00

### 8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS \_\_\_\_\_



**METRO**

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

# Memorandum

To: Solid Waste Committee Members

From: John Houser, Council Analyst

Date: July 28, 1992

Re: Resolution No. 92-1659, For the Purpose of Approving an intergovernmental agreement with the City of Oregon City providing reimbursement to the City for household hazardous materials problems.

Resolution No. 92-1659 is scheduled to be considered by the committee at the August 4 meeting.

## Background

The conditional use permit granted by Oregon City for the operation of the HHW facility at Metro South provides that Metro and the City develop an intergovernmental agreement to reimburse the City for costs related to managing and responding to spills or other problems that might occur at the facility. The purpose of this resolution is to adopt the agreement that has been developed.

The agreement calls for the payment of \$17,000 for training and \$5,000 for equipment during FY 92-93. Future annual payments would be limited to a maximum of \$8,000 for training and \$2,000 for equipment.

## Issues and Questions

The committee may wish to address the following issue in considering the resolution:

1) The staff report notes that \$51,000 has been budgeted for HHW training in FY 92-93. Was the reimbursement of Oregon City originally included in this amount?

Meeting Date: August 13, 1992  
Agenda Item No. 8.4

RESOLUTION NO. 92-1656

## SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 92-1656, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE COMPETITIVE PROCUREMENT PROCEDURES OF METRO CODE CHAPTER 2.04.53, AND AUTHORIZING A CHANGE ORDER TO THE DESIGN SERVICES AGREEMENT WITH PARAMETRIX, INC.

-----  
Date: August 5, 1992

Presented by: Councilor McFarland

Committee Recommendation: At the August 4 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 92-1656. Voting in favor: Councilors Buchanan, Hansen, McFarland, Van Bergen and Wyers.

Committee Issues/Discussion: Dennis O'Neil, Solid Waste Engineering Staff, explained that Metro has a contract with Parametrix for design services related to the closure of the St. Johns Landfill. O'Neil indicated that there will be a need for several levels of assistance from Parametrix concerning scheduled work for the closure of Subareas 2 and 3 at the landfill and the development of a related motor blower flaring facility. The department is requesting a change order to the contract for \$213,795.

O'Neil noted that various services related to design, construction document development, bidding assistance and construction management budget development would be needed. He also reviewed the need to add \$50,000 to the regulatory contingency to fund unanticipated services related to addressing potential issues raised by state and federal regulatory agencies.

O'Neil then responded to questions raised by Council staff. He noted that overall expenditures under the Parametrix contract for the current fiscal year could exceed the amount budgetted (\$500,000) by \$200-250,000. He explained that the amount of the change order was determined by Metro providing Parametrix with a scope of work and requesting a price for the work. The scope of work was then modified and a final cost determined. O'Neil indicated that one or two additional change orders may be forthcoming during the current fiscal year regarding the Parametrix contract and that additional contractual costs during the fiscal year would primarily relate to additional construction management services.

O'Neil explained that a competitive bidding exemption was appropriate because Parametrix already had two years of work experience at the landfill through which it has developed significant knowledge of the landfill and that closure management should not be done piecemeal.

Councilor McFarland noted that some had raised concerns about leachate management at the landfill. Both O'Neil and Bob Martin expressed confidence in the current leachate management system.



BEFORE THE CONTRACT REVIEW BOARD OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 92-1656  
AN EXEMPTION TO THE COMPETITIVE )  
PROCUREMENT PROCEDURES OF METRO ) Introduced by Rena Cusma,  
CODE CHAPTER 2.04.053, AND AUTHORIZING ) Executive Officer  
A CHANGE ORDER TO THE DESIGN SERVICES )  
AGREEMENT WITH PARAMETRIX, INC. )

WHEREAS, It is in the public interest that the St. Johns Landfill closure process move forward in an expeditious manner; and

WHEREAS, The closure process can be expedited through the use of the existing engineering contractor to perform tasks described in Change Order No. 10; and

WHEREAS, The project requires additional engineering services that could not have been anticipated at the time of Contract award; and

WHEREAS, It is impractical to solicit proposals for the work described in Change Order No. 10; and

WHEREAS, Change Order No. 10 cannot be approved unless an exemption to the Competitive Procurement Process pursuant to Metro Code 2.04.054 is granted by the Metro Contract Review Board; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now, therefore,

BE IT RESOLVED,

That the Metropolitan Service District Contract Review Board exempts Change Order No. 10 to the Design Services Agreement with Parametrix, Inc. from the Competitive Procurement Procedures of Metro Code 2.04.053 and authorizes execution of Change Order No. 10.

ADOPTED by the Contract Review Board of the Metropolitan Service District this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

\_\_\_\_\_  
James Gardner, Presiding Officer

LPW:  
SW921656.RES

## METRO CONTRACT NO. 901270

CHANGE ORDER NO. 10  
TO THE CONTRACT BETWEEN  
PARAMETRIX, INC. AND THE METROPOLITAN SERVICE DISTRICT  
ENTITLED, "DESIGN SERVICES AGREEMENT"

Provide Technical Assistance to Produce Request For Bids (RFB) Documents;  
Provide Assistance During the Bidding Process; and  
Provide A Construction Management Budget  
Associated with the Closure of Sub-Areas 2 and 3 and  
the Initial Construction Phase of the Motor Blower Flare Facility  
at the St. Johns Landfill During 1993-1994

The Scope of Work and Schedule of the "Design Services Agreement" entered into June 1990, as earlier modified is further modified to incorporate the changes described below:

1. The following additions are made to the Scope of Work, "2.3 Component Design Tasks":

2.3.2.(f) Additional Design Tasks for Final Cover on Sub-Areas 2 and 3.

- i) Review final cover construction documents including specifications, drawings and Quality Assurance/Quality Control (QA/QC) procedures for construction using the existing on-site low permeable cover. If necessary, modify construction documents for reuse of the existing low permeable soil.
- ii) Provide an investigation of existing interim soil cover in Subareas 2 and 3.
  - a) Review of Existing Information.  
Review all available information regarding the condition of the existing interim clay cover in Subarea 2. Available information for Subarea 2 includes field density test results and thickness test hole data collected by others. No information is available for Subarea 3.
  - b) Field Explorations.  
Excavate 25 to 35 shallow test pits throughout Subareas 2 and 3. The majority of test pits will be located in Subarea 3. The test pits shall be logged, sides photographed and samples obtained. Soil excavated from the test pits will be used to partially backfill the pits. The surfaces of the pits shall be filled with low permeable soil provided by Metro. The test pits will be made with a backhoe and operator provided by Metro.

Health and safety monitoring of the work site shall be carried out by trained personnel provided by Cornforth Consultants, subconsultants to Parametrix.

c) Laboratory Testing.

The following soil classification tests shall be conducted:

- Visual classification (all samples)
- Natural moisture contents (30)
- Atterberg limits (10)
- Grain size analyses (4)

d) Office Studies.

The following office studies shall be conducted:

- Summarize and review results of the field and laboratory testing programs.
- Evaluate the natural composition and condition of the interim clay.
- Determine the approximate thickness of suitable clay across the site.
- Assess the quality and variability of the interim clay.
- Evaluate the suitability of the clay for its intended use.

e) Analysis and Report.

A technical report shall be prepared summarizing:

- Results of the field exploration including test pit logs and photographs.
- Laboratory testing programs.
- Estimated thickness of suitable clay across the landfill site.
- Recommendations for in-place treatment (sideslopes) and excavations and re-use (topslopes) of the interim clay.
- Four copies of the report will be submitted

2.3.3. (g) Additional Design Tasks for Stormwater Management in Sub-Areas 2 and 3.

- i) Review sedimentation control construction documents. Review final vegetation plan developed by Fishman Environmental Services and any directive from Metro concerning plan implementation. Modify construction documents, as necessary.

2.3.5 (g) Additional Design Tasks for Gas Control.

Review the motor blower flare facility construction documents. Review existing information about landfill gas quantity, quality, and use.

2. The following addition is made to the Scope of Work "3. CONSTRUCTION DOCUMENTS SERVICES (TASK 9)":

3.10 ADDITIONAL CONSTRUCTION DOCUMENTS SERVICES FOR SUB-AREAS 2 AND 3 AND THE MOTOR BLOWER FLARE FACILITY

- (a) Prepare final (100% completion) construction documents including drawings, technical specifications and a QA/QC plan to include all elements necessary for closure of Sub-Areas 2 and 3 and the initial construction phase of the motor blower flare facility.
    - i) Three sets of draft construction documents shall be submitted at 90% completion by Contractor for Metro's review.
    - ii) Three sets of final construction documents shall be submitted at 100% completion by Contractor. In addition, one digital copy of the final specifications and one set of final vellum reproducible drawings shall also be submitted. The digital copy of the specifications shall be in an MS-DOS compatible format, either Word for Windows 2.0 or WordPerfect 5.1, on 5-1/4" high density disks. The electronic files shall be organized and saved according to the Construction Specification Institute (CSI) format, as used in the contract specifications (e.g. 02220).
    - iii) Submit a bid schedule after meeting once with Metro staff to discuss its structure.
    - iv) Submit a construction cost estimate.
  - (b) One memorandum noting all modifications to the construction contract documents from the 90% Closure Improvement contract documents approved by the Department of Environmental Quality (DEQ) shall be submitted by Contractor at 100% completion of both sets of construction documents.
  - (c) Attend up to three, 2-hour meetings with Metro staff to discuss the performance of the above-tasks.
  - (d) When requested by Metro staff, provide assistance and attend meetings regarding unexpected issues that may arise. Allow a maximum sum of \$5,000 for this task.
3. The following addition is made to the Scope of Work "4. BIDDING (TASK 10)" which was previously modified by Change Order No. 6:
- c. Attend pre-bid conferences for the closure of Sub-Area 2 and 3/construction of the motor blower flare facility.

- d. Prepare responses to questions and prepare contract language changes for addenda when requested by Metro staff for Sub-Areas 2 and 3 and the initial construction phase of the motor blower flare facility. Respond in writing within three days of a written request by Metro.
4. The following addition is made to the Scope of Work "5. CONSTRUCTION MANAGEMENT PHASE COMMENCEMENT (TASK 11)":
- 5.9 CONSTRUCTION MANAGEMENT BUDGET FOR CLOSURE OF SUBAREAS 2 AND 3 AND THE INITIAL CONSTRUCTION PHASE OF THE MOTOR BLOWER FLARE FACILITY
- (a) Submit construction management budget for the Subareas 2 and 3 Closure Construction project and the construction of the initial portion of the Motor Blower Flare facility project.
    - i) Budget assumptions, proposed tasks and documentation including a scheduled breakdown of manpower and other costs on a monthly basis shall be included.
    - ii) If requested, attend one meeting with Metro staff to review the budgets and discuss preconstruction activities.
5. SCHEDULE FOR THE CLOSURE OF SUBAREAS 2 AND 3 AND THE INITIAL CONSTRUCTION PHASE OF THE MOTOR BLOWER FLARE FACILITY
- a. Additional Design Tasks
    - i) Contractor shall complete reviews concerning existing low permeable soils and the motor blower flare facility specifications before completing the 90 % project completion documents, as stated below.
  - b. Construction Document Service Tasks
    - i) Contractor shall submit 90% project completion documents for Metro review no later than Wednesday, September 30, 1992 .
    - ii) Metro shall review 90% project completion documents and return comments to Contractor within 15 full working days from Contractor's submittal of review documents.

- iii) Contractor shall submit final 100% project completion documents for Metro review within 8 working days of submittal of Metro's review comments. The final project bid schedule, construction cost estimate, and memorandum recording contract document modifications shall be included with the Contractor submittal.
  - c. Bidding Assistance Tasks  
Contractor shall be available to assist Metro during the bidding periods, from the RFB release dates through the bid acceptance closing dates for the Closure of Subareas 2 and 3 project and the Motor Blower Flare Facility project.
  - d. Construction Management Budget  
Contractor shall submit budgets for the Closure of Subareas 2 and 3 project and the Motor Blower Flare Facility project within 21 calendar days after the date of a written request by Metro. It is anticipated that the budgets will be requested after the bids are received.
6. COST FOR THE CLOSURE OF SUBAREAS 2 AND 3 AND-THE INITIAL CONSTRUCTION PHASE OF THE MOTOR BLOWER FLARE FACILITY

Contractor shall receive compensation on a time and material basis, for tasks specified in this Change Order. Rates for time and materials are shown on the attached Exhibit 10-A.

- a. Contractor shall receive compensation not to exceed \$ 40,789 for completion of the Additional Design Tasks.
- b. Contractor shall receive compensation not to exceed \$ 114,906 for completion of the Construction Documents Service Tasks. This shall include a maximum sum of \$5,000 for regulatory meeting, as described in 3.10(e).
- c. Contractor shall receive compensation not to exceed \$23,000 for the Bidding Assistance Tasks.
- d. Contractor shall receive compensation not to exceed \$ 8,100 for preparation of the Construction Management Budget.

The original contract for Bidding (TASK 10) contains a remaining balance of \$23,000 which is available to fund the Bidding Assistance Tasks for Sub-Areas 2 and 3, as specified in this Change Order, and for future Bidding Assistance Tasks associated with other Sub-Areas on a time and material basis. Thus, the net additional amount authorized by this Change Order No.10 for Subareas 2 and 3 and the initial construction phase of the motor blower flare facility shall not exceed \$163,795 which is the sum of the tasks for Additional Design Tasks, Construction Documents Service and Construction Management Budget.

7. The Scope of Work, "7. REGULATORY CONTINGENCY (TASK 13)" and "EXHIBIT A, C. Contractor's Compensation" shall be modified so that the costs for services performed and materials delivered shall not exceed \$194,000.

All other terms and conditions of the original agreement and previous agreements shall remain in full force and effect.

PARAMETRIX, INC.

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_  
(Print Name and Title)

By: \_\_\_\_\_  
(Print Name and Title)

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

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

s:\share\pang\sjclose.sa2\paradsgn.c10

## EXHIBIT 10-A

### PARAMETRIX RATE SCHEDULE

1992 DESIGN SERVICES TASKS  
FOR  
SUBAREAS 2 & 3 AND THE M/B FLARE FACILITY

#### LABOR

STAFF	HOURLY RATE
Project Manager	\$106
Sr. Project Engineer	\$90
Project Engineer	\$70
Design Engineer	\$55
Gas Task Manager	\$80
Gas Design Technician	\$50
CADD Technician	\$50
Quality Assurance Manager	\$90
Clerical	\$38

#### EXPENSES

Outside Services	Cost plus 10%
Personal Car Mileage	\$0.28 / mile



## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 92-1656 FOR THE PURPOSE  
OF AUTHORIZING AN EXEMPTION TO THE COMPETITIVE  
PROCUREMENT PROCEDURES OF METRO CODE CHAPTER 2.04.053  
AND AUTHORIZING A CHANGE ORDER TO THE DESIGN SERVICES  
AGREEMENT WITH PARAMETRIX, INC.

---

Date: July 10, 1992

Presented by: Jim Watkins  
Dennis O'Neil

### PROPOSED ACTION

Adopt Resolution No. 92-1656, which grants exemption from the competitive procurement process and authorizes execution of Change Order No. 10 to the Design Services Agreement with Parametrix, Inc. for engineering services related to the St. Johns Landfill Closure.

### FACTUAL BACKGROUND AND ANALYSIS

In June 1990, Metro entered into a Design Services Agreement with Parametrix, Inc. for engineering services related to the St. Johns Landfill Closure. Under this Agreement Parametrix has ongoing responsibility for designing closure improvements, developing construction documents, rendering bidding assistance and performing construction management services for the closure of the landfill. Parametrix, Inc. has performed these services in connection with soil procurement and the closure of Sub-Area 1 for St. Johns Landfill.

Metro plans to continue with installation of final cover and other closure improvements on portions of the landfill. Metro also plans to construct the initial portion of the permanent motor blower flare facility for the gas generated by the landfill. Closure improvements will be started on Sub-Areas 2 or 3, during the construction season of 1993. The initial portion of the permanent motor blower flare facility must be constructed during the 1993 construction season so it can be connected to the gas collection system. Metro staff plans to develop Request for Bids documents (RFB) for this work during the fall of 1992, request Metro Council approval, and solicit bids in late 1992 or early 1993. Per Change Order No. 10, Parametrix, Inc. would provide technical assistance to Metro staff to review and update some design components and produce construction documents for the RFB and during the bidding process. Parametrix, Inc. will also test the existing cover soil to determine how it should be reused as a component of the improved final cover. In addition, Parametrix will produce construction management budget for the 1993-94 construction activities.

The Contractor shall receive compensation on a time and material basis for the tasks specified in the Change Order. The Contractor shall receive compensation not to exceed the following by

tasks: 1) \$40,789 for Additional Design Tasks; 2) \$114,906 for Construction Documents Service Tasks; 3) \$23,000 for Bidding Assistance Tasks; 4) \$8,100 for preparation of the Construction Management Budget. A balance of \$23,000 remains from \$33,775 already authorized for bidding assistance in the original contract. This would be used for the bidding assistance tasks. Thus, the net additional amount authorized for tasks related to the closure of Sub-Areas 2 and 3 shall not exceed \$163,795 which is the sum of the tasks for Additional Design, Construction Documents Service, and the Construction Management Budget.

Also included in Change Order No. 10 is \$50,000 to replenish a contingency fund in the Parametrix contract. In May 1990, the Metro Council authorized \$144,000 to be used to quickly respond to future unanticipated regulatory requirements and to provide information to assist Metro when negotiating with regulators. To date, \$97,564 has been expended. Of this, \$80,963 was spent in connection with five leachate monitoring wells ordered to be built by DEQ in 1990. Before any expenditure from this fund is authorized, Metro staff requires Parametrix to submit a proposed budget and then Metro staff establishes a maximum allowed expenditure for each task.

It is desirable to replenish this contingency fund so Metro staff can quickly authorize Parametrix to respond to unanticipated problems as they arise. Change Order No. 10 authorizes \$50,000 to be added to the original \$144,000 fund limit.

Metro Code Chapter 2.04.054 states that a contract amendment exceeding \$10,000 shall not be approved unless the Contract Review Board exempts the amendment from the competitive procurement process of Section 2.04.053.

An exemption is clearly justified in this instance. As detailed above, the work contemplated is most logically viewed as part of the ongoing work of Parametrix, Inc. Parametrix, Inc. has an up to date and intimate knowledge of St. Johns Landfill and its closure and will continue to perform engineering services related to landfill closure until 1996. Metros' planning for landfill closure was never intended to be piece meal and fragmented between consultants. It would be inefficient to now hire an additional engineering consultant to carry out this component of landfill closure engineering.

### BUDGET IMPACT

The current fiscal year budget for St. Johns Landfill closure is \$500,000 for work under the design services agreement with Parametrix, Inc. The work covered by Change Order No. 10 is included in this budget.

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1656.

# CHANGE ORDER SUMMARY

CONTRACTOR: Parametrix, Inc.

PROJECT: St. Johns Landfill Closure

PURPOSE: Technical Assistance to Produce the RFB; Assist During the Bidding Process Associated with Closure of Sub Area 2 & 3 & Initial Phase of Motor Blower Facility

CONTRACT NO.: 901270                      BUDGET NO. 531-319000-526900-75960

DEPARTMENT: Solid Waste              FUND NAME St. Johns Closure

**THIS REQUEST IS FOR APPROVAL OF CHANGE NUMBER: 10**

- |  |                |
|--|----------------|
| 1. The original contract sum was                     | \$2,301,692.00 |
| 2. Net change by previously authorized change order  | \$244,435.00   |
| 3. The contract sum prior to this request was        | \$2,546,127.00 |
| 4. Total amount of this change order request         | \$213,795.00   |
| 5. The new contract sum, including this change order | \$2,759,922.00 |
| 6. The total contract sum paid                       | \$1,381,377.25 |
| 7. Fiscal Year appropriation for FY 92-93            | \$530,000.00   |

Line item name: Other Purchased Services

Estimated appropriation remaining as of 7/17/92                      \$530,000.00

8. Start Date: 7/17/92    Expire Date: 4/30/96

## REVIEW AND APPROVAL:

<u>Jim Watkins</u>	<u>7-24-92</u>	_____	_____
Division Manager, Solid Waste Department	Date	Fiscal Review	Date

<u>Bob Mart</u>	_____	_____	_____
Director, Solid Waste Department	Date	Budget Review	Date

_____	_____	_____	_____
Director, Regional Facilities	Date	Legal Review	Date

VENDOR # 4106



**METRO**

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

# Memorandum

**To:** Solid Waste Committee Members

**From:** John Houser, Council Analyst

**Date:** July 28, 1992

**Re:** Resolution No. 92-1656 For the Purpose of Authorizing an Exemption to the Competitive Procurement Procedures of Metro Code 2.04.053 and Authorizing a Change Order to the Design Services Agreement with Parametrix, Inc.

Resolution No. 92-1656 is scheduled for committee consideration at the August 4 meeting.

## Background

This resolution would authorize expenditure of \$213,795 as a change order to the design services contract with Parametrix for the St. Johns Landfill. A total of \$163,975 would be used to fund a variety of activities related to the procurement of services for the closure of subareas 2 and 3 and the construction of a motor blower flare facility. These procurements are scheduled to take place in the fall of 1992 with work to begin in the 1993 construction season.

Specific services to be provided by Parametrix include: 1) design tasks (\$40,789), construction documents (\$114,906), and a construction management budget (\$8,100). Funding for bidding assistance (\$23,000) would come from a balance remaining in the original contract. The additional \$50,000 in the change order would be used to replenish the contract's contingency balance which is used to fund unanticipated services provided by Parametrix. The new contingency balance would be about \$96,000.

## Issues and Questions

The committee may wish to address the following questions concerning this resolution:

- 1) The staff report notes that \$500,000 is budgeted during the current fiscal year for services under the Parametrix contract. Is the amount projected to be expended in this change order in line with original budget estimates for this proposed work?
- 2) How was the amount included in the change order determined and how was it allocated to the various types of services that will be provided?

3) Did the amount of funding for the current year anticipate the need for additional contingency funds?

4) Are any additional change orders anticipated during the current fiscal year?

5) What types of activities will the remainder of the funds allocated to Parametrix contract be spent for during this fiscal year?

Materials following this page represent  
Attachments to the Public Record

Council  
8/13/92  
3.1

To: Councilor Devlin  
From: DEC  
Re: Motion on Proposed Metro Charter

Per your request here is a possible motion for Council consideration on 8/13/92:

I move that further consideration of the proposed Metro Charter be referred to the Governmental Affairs Committee at its September 3, 1992 meeting. Prior to the meeting the Staff prepare an analysis of the Charter including but not limited to its fiscal impact on Metro and a comparison of its provisions to the Council adopted Charter Principles set forth in Resolution No. 92-1543A. The Governmental Affairs Committee should recommend a course of action for the Council at its earliest possible time.

Met Charter.motion

Council  
8/13/92  
3.1

**1992 METRO CHARTER**

**Filed by the Metro Charter Committee with the elections officer of the Portland area metropolitan service district, pursuant to ORS 268.730, for approval or rejection by district voters at the November 3, 1992 general election.**



## PREAMBLE

We, the people of the Portland area metropolitan service district, in order to establish an elected, visible and accountable regional government that is responsive to the citizens of the region and works cooperatively with our local governments; that undertakes, as its most important service, planning and policy making to preserve and enhance the quality of life and the environment for ourselves and future generations; and that provides regional services needed and desired by the citizens in an efficient and effective manner, do ordain this charter for the Portland area metropolitan service district, to be known as Metro.

## CHAPTER I NAMES AND BOUNDARIES

**Section 1. Title of Charter.** The title of this charter is the 1992 Metro Charter.

**Section 2. Name of Regional Government.** The Portland area metropolitan service district, referred to in this charter as the "Metropolitan Service District", continues under this charter as a metropolitan service district with the name "Metro."

**Section 3. Boundaries.** The Metro area of governance includes all territory within the boundaries of the Metropolitan Service District on the effective date of this charter and any territory later annexed or subjected to Metro governance under state law. This charter refers to that area as the "Metro area". Changes of Metro boundaries are not effective unless approved by ordinance. No change of Metro boundaries requires approval by a local government boundary commission or any other state agency unless required by law. The custodian of Metro records shall keep an accurate description of Metro boundaries and make it available for public inspection.

## CHAPTER II FUNCTIONS AND POWERS

**Section 4. Jurisdiction of Metro.** Metro has jurisdiction over matters of metropolitan concern. Matters of metropolitan concern include the powers granted to and duties imposed on Metro by current and future state law and those matters the council by ordinance determines to be of metropolitan concern. The council shall specify by ordinance the extent to which Metro exercises jurisdiction over matters of metropolitan concern.

## **Section 5. Regional Planning Functions.**

(1) **Future Vision.** (a) **Adoption.** The council shall adopt a Future Vision for the region between January 15, 1995 and July 1, 1995. The Future Vision is a conceptual statement that indicates population levels and settlement patterns that the region can accommodate within the carrying capacity of the land, water and air resources of the region, and its educational and economic resources, and that achieves a desired quality of life. The Future Vision is a long-term, visionary outlook for at least a 50-year period. As used in this section, "region" means the Metro area and adjacent areas.

(b) **Matters addressed.** The matters addressed by the Future Vision include but are not limited to: (1) use, restoration and preservation of regional land and natural resources for the benefit of present and future generations, (2) how and where to accommodate the population growth for the region while maintaining a desired quality of life for its residents, and (3) how to develop new communities and additions to the existing urban areas in well-planned ways.

(c) **Development.** The council shall appoint a commission to develop and recommend a proposed Future Vision by a date the council sets. The commission shall be broadly representative of both public and private sectors, including the academic community, in the region. At least one member must reside outside the Metro area. The commission has authority to seek any necessary information and shall consider all relevant information and public comment in developing the proposed Future Vision. The commission serves without compensation.

(d) **Review and amendment.** The Future Vision may be reviewed and amended as provided by ordinance. The Future Vision shall be completely reviewed and revised at least every fifteen years in the manner specified in subsection (1)(c) of this section.

(e) **Effect.** The Future Vision is not a regulatory document. It is the intent of this charter that the Future Vision have no effect that would allow court or agency review of it.

(2) **Regional Framework Plan.** (a) **Adoption.** The council shall adopt a regional framework plan by December 31, 1997 with the consultation and advice of the Metro Policy Advisory Committee (MPAC) created under section 27 of this charter. The council may adopt the regional framework plan in components.

(b) **Matters addressed.** The regional framework plan shall address: (1) regional transportation and mass transit systems, (2) management and amendment of the urban growth boundary, (3) protection of lands outside the urban growth boundary for natural resource, future urban or other uses, (4) housing densities, (5) urban design and settlement patterns, (6) parks, open spaces and recreational facilities, (7) water sources and storage, (8) coordination, to the extent feasible, of Metro growth management and land use planning policies with those of Clark County, Washington, and (9) planning responsibilities mandated by state law. The regional framework plan shall also address other growth management and land use planning matters which the council, with the consultation and advice of the MPAC, determines are of metropolitan concern and will benefit from regional planning. To encourage regional uniformity, the regional framework plan shall also contain model terminology, standards and

procedures for local land use decision making that may be adopted by local governments. As used in this section, "local" refers only to the cities and counties within the jurisdiction of Metro.

(c) Effect. The regional framework plan shall: (1) describe its relationship to the Future Vision, (2) comply with applicable statewide planning goals, (3) be subject to compliance acknowledgement by the Land Conservation and Development Commission or its successor, and (4) be the basis for coordination of local comprehensive plans and implementing regulations.

(d) Amendment. The council may amend the regional framework plan after seeking the consultation and advice of the MPAC.

(e) Implementation. To the maximum extent allowed by law, the council shall adopt ordinances: (1) requiring local comprehensive plans and implementing regulations to comply with the regional framework plan within three years after adoption of the entire regional framework plan. If the regional framework plan is subject to compliance acknowledgement, local plans and implementing regulations shall be required to comply with the regional framework plan within two years of compliance acknowledgement; (2) requiring the council to adjudicate and determine the consistency of local comprehensive plans with the regional framework plan; (3) requiring each city and county within the jurisdiction of Metro to make local land use decisions consistent with the regional framework plan until its comprehensive plan has been determined to be consistent with the regional framework plan. The obligation to apply the regional framework plan to local land use decisions shall not begin until one year after adoption and compliance acknowledgement of the regional framework plan; and (4) allowing the council to require changes in local land use standards and procedures if the council determines changes are necessary to remedy a pattern or practice of decision making inconsistent with the regional framework plan.

(3) Priority and funding of regional planning activities. The regional planning functions under this section are the primary functions of Metro. The council shall appropriate funds sufficient to assure timely completion of those functions.

**Section 6. Other Assigned Functions.** Metro is also authorized to exercise the following functions: (1) Acquisition, development, maintenance and operation of: (a) a metropolitan zoo, (b) public cultural, trade, convention, exhibition, sports, entertainment, and spectator facilities, (c) facilities for the disposal of solid and liquid wastes, and (d) a system of parks, open spaces and recreational facilities of metropolitan concern; (2) Disposal of solid and liquid wastes; (3) Metropolitan aspects of natural disaster planning and response coordination; (4) Development and marketing of data; and (5) Any other function required by state law or assigned to the Metropolitan Service District or Metro by the voters.

**Section 7. Assumption of Additional Functions.**

(1) Assumption ordinance. The council shall approve by ordinance the undertaking by Metro of any function not authorized by sections 5 and 6 of this charter. The ordinance shall contain a finding that the function is of metropolitan concern and the reasons it is appropriate for Metro to undertake it.

(2) Assumption of local government service function. (a) An ordinance authorizing provision or regulation by Metro of a local government service is not effective unless the ordinance is approved by the voters of Metro or a majority of the members of the MPAC. Voter approval may occur by approval of a referred measure (1) authorizing the function or (2) relating to finances and authorizing financing or identifying funds to be used for exercise of the function. As used in this section, "local government service" is a service provided to constituents by one or more cities, counties or special districts within the jurisdiction of Metro at the time a Metro ordinance on assumption of the service is first introduced.

(b) An ordinance submitted to the MPAC for approval is deemed approved unless disapproved within 60 days after submission.

(c) No approval under this subsection is required for the compensated provision of services by Metro to or on behalf of a local government under an agreement with that government.

(3) Assumption of other service functions. The council shall seek the advice of the MPAC before adopting an ordinance authorizing provision or regulation by Metro of a service which is not a local government service.

(4) Assumption of functions and operations of mass transit district. Notwithstanding subsection (2) of this section, Metro may at any time assume the duties, functions, powers and operations of a mass transit district by ordinance. Before adoption of this ordinance the council shall seek the advice of the Joint Policy Advisory Committee on Transportation or its successor. After assuming the functions and operations of a mass transit district, the council shall establish a mass transit commission of not fewer than seven members and determine its duties in administering mass transit functions for Metro. The members of the governing body of the mass transit district at the time of its assumption by Metro are members of the initial Metro mass transit commission for the remainder of their respective terms of office.

(5) Boundary commission functions. The council shall undertake and complete a study of the Portland Metropolitan Area Local Government Boundary Commission, with advice of the MPAC, by September 1, 1995. The council shall implement the results of the study and shall seek any legislative action needed for implementation.

**Section 8. Preservation of Authority to Contract.** All Metro officers shall preserve, to the greatest extent possible, the ability of Metro to contract for all services with persons or entities who are not Metro employees.

**Section 9. General Grant of Powers to Carry Out Functions; Construction of Specified Powers.** When carrying out the functions authorized or assumed under this charter: (1) Metro has all powers that the laws of the United States and this state now or in the future could allow Metro just as if this charter specifically set out each of those powers, (2) the powers specified in this charter are not exclusive, (3) any specification of power in this charter is not intended to limit authority, and (4) the powers specified in this charter shall be construed liberally.

### CHAPTER III FINANCE

**Section 10. General Authority.** Except as prohibited by law or restricted by this charter, Metro may impose, levy and collect taxes and may issue revenue bonds, general and special obligation bonds, certificates of participation and other obligations. The authority provided under this section supplements any authority otherwise granted by law.

**Section 11. Voter Approval of Certain Taxes.** Any ordinance of the council imposing broadly based taxes of general applicability on the personal income, business income, payroll, property, or sales of goods or services of all, or a number of classes of, persons or entities in the region requires approval of the voters of Metro before taking effect. This approval is not required (1) to continue property taxes imposed by the Metropolitan Service District, (2) for the rate or amount of any payroll tax imposed by a mass transit district as of June 1, 1992, if the functions of that district are assumed by Metro, or (3) for additional payroll tax revenues for mass transit imposed to replace revenues lost by withdrawal of any locality from the service area of the mass transit district after June 1, 1992. For purposes of sections 11, 13 and 14 of this charter, "taxes" do not include any user charge, service fee, franchise fee, charge for the issuance of any franchise, license, permit or approval, or any benefit assessment against property.

**Section 12. Voter Approval of General Obligation Bonds.** Issuance of general obligation bonds payable from ad valorem property taxes requires the approval of the voters of Metro.

**Section 13. Prior Consultation for Tax Imposition.** Before imposing any new tax for which voter approval is not required, the council shall establish and seek the advice of a tax study committee that includes members appointed from the general population, and from among businesses and the governments of cities, counties, special districts and school districts, of the Metro area.

**Section 14. Limitations on Expenditures of Certain Tax Revenues.**

(1) Generally. Except as provided in this section, for the first fiscal year after this charter takes effect Metro may make no more than \$12,500,000 in expenditures on a cash basis from taxes imposed and received by Metro and interest and other earnings on those taxes. This expenditure limitation increases in each subsequent fiscal year by a percentage equal to (a) the rate of increase in the Consumer Price Index, All Items, for Portland-Vancouver (All Urban Consumers) as determined by the appropriate federal agency or (b) the most nearly equivalent index as determined by the council if the index described in (a) is discontinued.

(2) Exclusions from limitation. This section does not apply to (a) taxes approved by the voters of Metro or the Metropolitan Service District and interest and other earnings on those taxes, (b) payroll taxes specified in section 11 of this charter, and (c) tax increment financing charges on property.

**Section 15. Limitations on Amount of User Charges.** Except to the extent receipts in excess of costs from food and beverage sales, parking and other concessions are dedicated to reducing charges for the provision of goods or services to which the concession directly relates, charges for the provision of goods or services by Metro may not exceed the costs of providing the goods or services. These costs include, but are not limited to, costs of personal services, materials, capital outlay, debt service, operating expenses, overhead expenses, and capital and operational reserves attributable to the good or service.

**CHAPTER IV  
FORM OF GOVERNMENT**

**Section 16. Metro Council.**

(1) Creation and Powers. The Metro council is created as the governing body of Metro. Except as this charter provides otherwise, and except for initiative and referendum powers reserved to the voters of Metro, all Metro powers are vested in the council.

(2) Composition. Beginning January 2, 1995, the council consists of seven councilors, each nominated and elected from a single district within the Metro area. Until that date the council consists of the 13 members of the governing body of the Metropolitan Service District whose terms begin or continue in January 1993 and whose districts continue until replaced as provided in this section. The terms of those members expire January 2, 1995.

(3) Apportionment of council districts. (a) Creation and appointment of apportionment commission. A Metro apportionment commission of seven commissioners is created. To appoint the commission the council shall divide itself into five pairs of councilors and one group of three councilors. Each pair and group of councilors shall be from contiguous districts and appoints one commissioner. The presiding officer appoints one commissioner and the commission chair. At least two commissioners must be appointed from each of the three counties within the Metro area, and each commissioner appointed by a pair or group of councilors shall reside in one of the districts from which the councilors making the appointment are elected or appointed. All appointments to the commission shall be made by February 1, 1993.

(b) Appointment by executive officer. If all appointments to the commission are not made by February 1, 1993, the executive officer shall appoint all commissioners and designate its chair by March 1, 1993. The executive officer shall appoint at least two commissioners from each of the three counties within the Metro area and may not appoint more than one commissioner from a single council district.

(c) Disqualifications from commission membership. No commissioner, or his or her spouse, children, or stepchildren may (1) be a Metro councilor, executive officer or employee, (2) be an elected officer or employee of any city, county or special district, (3) have an economic interest which is distinct from that of the general public in any policy or legislation adopted by Metro or the Metropolitan Service District within the previous two years or which is being considered for adoption, or (4) be engaged, directly or indirectly, in any business with Metro which is inconsistent with the conscientious performance of the duties of commissioner. No commissioner may be a candidate for the office of councilor or executive officer in the first primary and general elections after adoption of this charter. Any challenge of the qualifications of a commissioner shall be made by May 1, 1993.

(d) Commission vacancies. A vacancy on the commission is filled by action of the authority that appointed the commissioner whose position is vacant.

(e) Filing of apportionment plan. Not later than July 1, 1993, the commission shall adopt and file with the council an apportionment plan dividing the Metro area into seven council districts. Councilors from those districts are first elected in the first statewide primary and general elections after adoption of this charter for a term of office beginning January 2, 1995. The affirmative vote of four commissioners is required to adopt the apportionment plan.

(f) Appointment of apportionment referee. If the commission fails to file an apportionment plan by July 1, 1993, the council shall appoint an apportionment referee by July 15, 1993. The provisions of subsection (3)(c) of this section apply to appointment of the

referee. The referee shall prepare and file with the council an apportionment plan within 60 days after his or her appointment.

(g) Effective date of apportionment plan. An apportionment plan filed under this subsection becomes effective on the 30th day after filing unless a voter of Metro petitions for judicial review of the plan as provided by law.

(h) Criteria for districts. As nearly as practicable, all council districts shall be of equal population and each shall be contiguous and geographically compact. The council may by ordinance prescribe additional criteria for districts that are consistent with the requirements of this subsection.

(i) Appropriation of funds. The council shall appropriate sufficient funds to enable the commission and referee to perform their duties under this section.

(j) Abolition of commission. The commission is abolished upon filing the apportionment plan required by this section or on July 2, 1993, whichever is earlier.

(k) Repeal of subsection. Subsection (3) of this section is repealed January 1, 1994. Upon repeal its provisions shall be stricken from this charter and the other subsections of this section renumbered.

(4) Initial terms of office. The terms of office of the four councilors receiving the highest number of votes among the seven councilors elected in 1994 end January 4, 1999. The terms of office of the other three councilors end January 6, 1997. Thereafter the term of office of councilor is four years.

(5) Council presiding officer. At its first meeting each year the council shall elect a presiding officer from its councilors.

(6) Council meetings. The council shall meet regularly in the Metro area at times and places it designates. The council shall prescribe by ordinance the rules to govern conduct of its meetings. Except as this charter provides otherwise, the agreement of a majority of councilors present and constituting a quorum is necessary to decide affirmatively a question before the council.

(7) Quorum. A majority of councilors in office is a quorum for council business, but fewer councilors may compel absent councilors to attend.

(8) Record of proceedings. The council shall keep and authenticate a record of council proceedings.

## **Section 17. Metro Executive Officer.**

(1) Creation. The office of Metro executive officer is created. The executive officer is elected from the Metro area at large for a term of four years. The executive officer serves



full time and may not be employed by any other person or entity while serving as executive officer.

(2) Duties. The primary duty of the executive officer is to enforce Metro ordinances and otherwise to execute the policies of the council. The executive officer shall also: (a) administer Metro except for the council and the auditor, (b) make appointments to Metro offices, boards, commissions and committees when required to do so by this charter or by ordinance, (c) propose for council adoption measures deemed necessary to enforce or carry out powers and duties of Metro, (d) prepare and submit a recommended annual Metro budget to the council for approval, and (e) keep the council fully advised about Metro operations.

(3) Transition from Metropolitan Service District. The Metropolitan Service District executive officer in office when this charter takes effect is the Metro executive officer until January 2, 1995 when his or her term expires. The Metro executive officer is elected in the first statewide primary or general election after adoption of this charter for a term beginning January 2, 1995.

(4) Veto. (a) Except as provided in this subsection, the executive officer may veto the following legislative acts of the council within five business days after enactment: (1) any annual or supplemental Metro budget, (2) any ordinance imposing, or providing an exception from, a tax, and (3) any ordinance imposing a charge for provision of goods, services or property by Metro, franchise fees or any assessment. (b) The council, not later than 30 days after a veto, may override a veto by the affirmative vote of (1) nine councilors while the council consists of 13 positions and (2) five councilors after the council consists of seven positions as provided by section 16(2) of this charter. (c) A legislative act referred to the voters of Metro by the council is not subject to veto.

#### **Section 18. Metro Auditor.**

(1) Creation. The office of Metro auditor is created. The auditor is elected from the Metro area at large for a term of four years. The auditor serves full time and may not be employed by any other person or entity while serving as auditor.

(2) First election; disqualification for other Metro elected offices. The auditor is first elected in the first statewide primary or general election after adoption of this charter for a term beginning January 2, 1995. During the term for which elected, and for four years thereafter, the auditor is ineligible to hold the offices of Metro executive officer or Metro councilor.

(3) Duties. The auditor shall: (a) make continuous investigations of the operations of Metro including financial and performance auditing and review of financial transactions, personnel, equipment, facilities, and all other aspects of those operations, and (b) make reports to the Metro council and executive officer of the results of any investigation with any

recommendations for remedial action. Except as provided in this section, the auditor may not be given responsibility to perform any executive function.

**Section 19. Term of Office.** The term of office of an officer elected at a primary or general election begins the first Monday of the year following election and continues until a successor assumes the office.

## CHAPTER V OFFICERS, COMMISSIONS AND EMPLOYEES

### **Section 20. Qualifications of Elected Officers.**

(1) **Councilor.** A councilor shall be a qualified elector under the constitution of this state when his or her term of office begins and shall have resided during the preceding 12 months in the district from which elected or appointed. When the boundaries of that district have been apportioned or reapportioned during that period, residency in that district for purposes of this subsection includes residency in any former district with area in the district from which the councilor is elected or appointed if residency is established in the apportioned or reapportioned district within 60 days after the apportionment or reapportionment is effective.

(2) **Executive officer and auditor.** The executive officer and auditor shall each be a qualified elector under the constitution of this state when his or her term of office begins and shall have resided during the preceding 12 months within the boundaries of Metro as they exist when the term of office begins. At the time of election or appointment the auditor shall also hold the designation of certified public accountant or certified internal auditor.

(3) **Multiple elected offices.** A Metro elected officer may not be an elected officer of the state, or a city, county or special district during his or her term of office. As used in this charter, special district does not include school districts.

(4) **Judging elections and qualifications.** The council is the judge of the election and qualification of its members.

### **Section 21. Compensation of Elected Officers.**

(1) **Council.** The salary of the council presiding officer is two-thirds the salary of a district court judge of this state. The salary of every other councilor is one-third the salary of a district court judge of this state. A councilor may waive a salary.

(2) Executive officer. The salary of the executive officer is the salary of a district court judge of this state.

(3) Auditor. The salary of the auditor is eighty percent of the salary of a district court judge of this state.

(4) Reimbursements. The council may authorize reimbursement of Metro elected and other officers for necessary meals, travel and other expenses incurred in serving Metro.

**Section 22. Oath.** Before assuming office a Metro elected officer shall take an oath or affirm that he or she will faithfully perform the duties of the office and support the constitutions and laws of the United States and this state and the charter and laws of Metro.

**Section 23. Vacancies in Office.**

(1) Councilor. The office of councilor becomes vacant upon the incumbent's: (a) death, (b) adjudicated incompetency, (c) recall from office, (d) failure following election or appointment to qualify for the office within 10 days after the time for his or her term of office to begin, (e) absence from all meetings of the council within a 60 day period without the council's consent, (f) ceasing to reside in the district from which elected or appointed, except when district boundaries are reapportioned and a councilor is assigned to a district where the councilor does not reside and the councilor becomes a resident of the reapportioned district within 60 days after the reapportionment is effective, (g) ceasing to be a qualified elector under state law, (h) conviction of a felony or conviction of a federal or state offense punishable by loss of liberty and pertaining to his or her office, (i) resignation from office, or (j) becoming an elected officer of the state or a city, county or special district.

(2) Executive officer and auditor. The offices of executive officer or auditor become vacant in the circumstances described in subsection (1)(a)-(d) and (g)-(j) of this section, or if the executive officer or auditor ceases to reside in the Metro area. The office of auditor also becomes vacant if the incumbent ceases to hold the designation of certified public accountant or certified internal auditor.

(3) Vacancy after reapportionment. If a councilor vacancy occurs after the councilor has been assigned to a reapportioned district under section 32 of this charter, the vacancy is in the district to which that councilor was assigned.

(4) Determination of vacancy. The council is the final judge of the existence of a vacancy.

**Section 24. Filling Vacancies.** A majority of councilors holding office shall fill a vacancy by appointment within 90 days after it occurs. The term of office of the appointee runs from the time he or she qualifies for the office after appointment until a successor is duly elected and qualifies for the office. If the vacancy occurs more than 20 days before the first general election after the beginning of the term for that office, the term of office of the appointee runs only until the first council meeting in the year immediately after that election. A person shall be elected for the remainder of the term at the first primary or general election after the beginning of the term.

**Section 25. Limitations of Terms of Office.** No person may be elected councilor for more than three consecutive full terms. No person may be elected executive officer for more than two consecutive full terms. The limitations of this section apply only to terms of office beginning on or after January 2, 1995.

**Section 26. Appointive Offices and Commissions.**

(1) **Appointments and confirmation.** The executive officer appoints all employees in the office of the executive officer, all department directors, and all other positions this charter or ordinance requires the executive officer to appoint. Appointments of department directors are subject to council confirmation. The council by ordinance may require confirmation of other positions.

(2) **Removal.** Employees in the office of the executive officer and department directors serve at the pleasure of the executive officer. Staff employed by the council serve at the pleasure of the council. The executive officer may remove his or her other appointees as provided by ordinance.

**Section 27. Metro Policy Advisory Committee.**

(1) **Creation and composition.** The Metro Policy Advisory Committee (MPAC) is created. The initial members of the MPAC are:

(a) One member of each of the governing bodies of Washington, Clackamas and Multnomah Counties appointed by the body from which the member is chosen;

(b) Two members of the governing body of the City of Portland appointed by that governing body;

(c) One member of the governing body of the second largest city in population in Multnomah County appointed by that governing body;

(d) One member of the governing body of the largest city in population in Washington County appointed by that governing body;

(e) One member of the governing body of the largest city in population in Clackamas County appointed by that governing body;

(f) One member of a governing body of a city with territory in the Metro area in Multnomah County other than either the City of Portland or the second largest city in population in Multnomah County, appointed jointly by the governing bodies of cities with territory in the Metro area in Multnomah County other than the City of Portland or the second largest city in population in Multnomah County;

(g) One member of a governing body of a city with territory in the Metro area in Washington County other than the city in Washington County with the largest population, appointed jointly by the governing bodies of cities with territory in the Metro area in Washington County other than the city in Washington County with the largest population;

(h) One member of a governing body of a city with territory in the Metro area in Clackamas County other than the city in Clackamas County with the largest population, appointed jointly by the governing bodies of cities with territory in the Metro area in Clackamas County other than the city in Clackamas County with the largest population;

(i) One member from the governing body of a special district with territory in the Metro area in Multnomah County appointed jointly by the governing bodies of special districts with territory in the Metro area in Multnomah County;

(j) One member from the governing body of a special district with territory in the Metro area in Washington County appointed jointly by the governing bodies of special districts with territory in the Metro area in Washington County;

(k) One member from the governing body of a special district with territory in the Metro area in Clackamas County appointed jointly by the governing bodies of special districts with territory in the Metro area in Clackamas County;

(l) One member of the governing body of Tri-County Metropolitan Transportation District of Oregon appointed by the governing body of that district; and,

(m) Three persons appointed by the executive officer and confirmed by the council. No person appointed under this part of subsection (1) may be an elected officer or employed by Metro, the state, or a city, county or special district. Each person appointed under this part of subsection (1) shall reside in the Metro area during the person's tenure on the MPAC.

(2) Change of composition. A vote of both a majority of the MPAC members and a majority of all councilors may change the composition of the MPAC at any time.

(3) Duties. The MPAC shall perform the duties assigned to it by this charter and any other duties the council prescribes.

(4) Bylaws. The MPAC shall adopt bylaws governing the conduct and record of its meetings and the terms of its members.

**Section 28. Metro Office of Citizen Involvement.**

(1) Creation and purpose. The Metro office of citizen involvement is created to develop and maintain programs and procedures to aid communication between citizens and the council and executive officer.

(2) Citizens' committee in office of citizen involvement. The council shall establish by ordinance (a) a citizens' committee in the office of citizen involvement and (b) a citizen involvement process. The council shall appropriate sufficient funds to operate the office and committee.

**CHAPTER VI  
ELECTIONS AND REAPPORTIONMENT**

**Section 29. State Law.** Except as this charter or a Metro ordinance provides otherwise, a Metro election shall conform to state law applicable to the election.

**Section 30. Elections of Metro Officers.**

(1) Generally. Except for certain elections to fill a vacancy in office, the first vote for councilor, executive officer or auditor occurs at an election held at the same time and places in the Metro area as the statewide primary election that year. If one candidate for a Metro office receives a majority of the votes cast at the primary election for all candidates for that office, that candidate is elected. If no candidate receives a majority of the votes cast at the primary election, the candidates receiving the two largest numbers of votes cast for the office are the only names to appear on the general election ballot that year as candidates for that office. The candidate who receives the largest number of votes cast at the general election for that office is elected.

(2) Nonpartisan offices. All elections of Metro officers are nonpartisan. Election ballots shall list the names of candidates for Metro offices without political party designations.

**Section 31. Multiple Candidacies.** No person may be a candidate at a single election for more than one Metro elected office.

**Section 32. Reapportionment of Council Districts After Census.**

(1) General requirements. Within three months after an official census indicates that the boundaries of council districts deny equal protection of the law, the council shall change the boundaries to accord equal protection of the law and shall assign councilors to the reapportioned districts. As nearly as practicable, all council districts shall be of equal population and each shall be contiguous and geographically compact. The council may by ordinance specify additional criteria for districts that are consistent with this section.

(2) Failure to reapportion. If the council fails to establish council district boundaries as provided by this section, the executive officer shall establish the boundaries within 60 days.

**Section 33. Recall.**

(1) Generally. An elected officer of Metro may be recalled in the manner and with the effect described by the constitution and laws of this state.

(2) Effect of reapportionment. Upon the effective date of a council reapportionment under section 32 of this charter, a councilor is subject to recall by the voters of the district to which the councilor is assigned and not by the voters of the district of that councilor existing before the reapportionment.

**Section 34. Initiative and Referendum.** The voters of Metro reserve to themselves the powers of initiative and referendum. The council may provide for the exercise of those powers in a manner consistent with law.

**Section 35. Amendment and Revision of Charter.** The council may refer, and voters of Metro may initiate, amendments to this charter. A proposed charter amendment may embrace only one subject and matters properly connected with it. The council shall provide by ordinance for a procedure to revise this charter.

**CHAPTER VII  
ORDINANCES**

**Section 36. Ordaining Clause.** The ordaining clause of an ordinance adopted by the council is: "The Metro Council ordains as follows:". The ordaining clause of an initiated or referred ordinance is: "The People of Metro ordain as follows:".

**Section 37. Adoption by Council.**

(1) General requirements. The council shall adopt all legislation of Metro by ordinance. Except as this charter otherwise provides, the council may not adopt any ordinance at a meeting unless: (a) the ordinance is introduced at a previous meeting of the council, (b) the title of the ordinance is included in a written agenda of the meeting at which the ordinance is adopted, (c) the agenda of that meeting is publicized not less than three business days nor more than ten days before the meeting, and (d) copies of the ordinance are available for public inspection at least three business days before that meeting. The text of an ordinance may be amended, but not substantially revised, at the meeting at which it is adopted.

(2) Immediate adoption. The provisions of this section do not apply to an ordinance adopted by unanimous consent of the council and containing findings on the need for immediate adoption.

(3) Vote required. Adoption of an ordinance requires the affirmative votes of (a) seven councilors while the council consists of 13 positions, and (b) four councilors after the council consists of seven positions as provided by section 16(2) of this charter.

**Section 38. Endorsement.** The person presiding over the council when an ordinance is adopted shall endorse the ordinance unless the council prescribes a different procedure by general ordinance.

**Section 39. Effective Date of Ordinances.**

(1) Generally. An ordinance takes effect 90 days after its adoption unless the ordinance states a different effective date. An ordinance may state an earlier effective date if (a) an earlier date is necessary for the health, safety or welfare of the Metro area, (b) the reasons why this is so are stated in an emergency clause of the ordinance, and (c) the ordinance is approved by the affirmative vote of two-thirds of all councilors. An ordinance imposing or changing a tax or charge, changing the boundaries of Metro, or assuming a function may not contain an emergency clause.

(2) Vetoed and referred ordinances. If the executive officer vetoes an ordinance and the council overrides the veto, the date of adoption is the date on which the veto is overridden. If the council refers an ordinance to the voters of Metro, the ordinance effective date is the 30th day after its approval by a majority of the voters voting on the measure unless the ordinance specifies a later date. If a referendum petition is filed with the filing officer not later than the 90th day after adoption of an ordinance, the ordinance effective date is suspended. An ordinance is not subject to the referendum after it is effective. An ordinance referred by a referendum petition (a) does not take effect if a majority of the voters voting on the measure reject it and



(b) takes effect, unless the ordinance specifies a later date, on the date the results of the election are certified if a majority of the voters voting on the measure approve it.

**Section 40. Content of Ordinances.** Each ordinance may embrace only one subject and all matters properly connected with it. The council shall plainly word each ordinance and avoid technical terms as far as practicable.

**Section 41. Public Improvements and Special Assessments.** General ordinances govern the procedures for making, altering, vacating or abandoning a public improvement and for fixing, levying and collecting special assessments against real property for public improvements or services. State law governs these procedures to the extent not governed by general ordinances.

## CHAPTER VIII MISCELLANEOUS PROVISIONS

**Section 42. Transition Provisions.** All legislation, orders, rules and regulations of the Metropolitan Service District in force when this charter takes effect remain in force after that time to the extent consistent with this charter and until amended or repealed by the council. All rights, claims, causes of action, duties, contracts, and legal and administrative proceedings of the Metropolitan Service District that exist when this charter takes effect continue and are unimpaired by the charter. Each is in the charge of the officer or agency designated by this charter or by its authority to have charge of it. The unexpired terms of elected officers of the Metropolitan Service District continue as provided by this charter. Upon the effective date of this charter, the assets and liabilities of the Metropolitan Service District are the assets and liabilities of Metro.

**Section 43. Effective Date.** This charter takes effect January 1, 1993.

**Section 44. Severability.** The terms of this charter are severable. If a part of this charter is held invalid, that invalidity does not affect any other part of this charter unless required by the logical relation between the parts.

**Section 45. State Legislation.** By adopting this charter the voters of Metro direct the council to seek, and request the Legislative Assembly of this state to enact, any legislation needed to make all parts of this charter operative.



# METRO

2000 SW First Avenue  
Portland, OR 97201-5398  
(503) 221-1646  
Fax 241-7417

Council  
8/13/92

RECEIVED AUG 10 1992

3.1

August 10, 1992

**Executive Officer**  
Rena Cusma

**Metro Council**

Jim Gardner  
*Presiding Officer*  
District 3

Judy Wyers  
*Deputy Presiding Officer*  
District 8

Susan McLain  
District 1

Lawrence Bauer  
District 2

Richard Devlin  
District 4

Edward P. Gronke  
District 5

George Van Bergen  
District 6

Ruth McFarland  
District 7

Tanya Collier  
District 9

Roger Buchanan  
District 10

Ed Washington  
District 11

Sandi Hansen  
District 12

**The Honorable Rena Cusma**  
**Executive Officer**  
**Metropolitan Service District**  
**2000 S.W. First Avenue**  
**Portland, OR 97201-5398**

**The Honorable Jim Gardner**  
**Presiding Officer**  
**Metropolitan Service District**  
**2000 S.W. First Avenue**  
**Portland, OR 97201-5398**

**Dear Executive Officer and Presiding Officer:**

**Re: 1992 Metro Charter Explanatory Statement**

**Enclosed for filing pursuant to Metro Code Section 2.10.050 is an Explanatory Statement for publication in the state Voters' Pamphlet for the above-referenced measure.**

**Yours very truly,**

**Daniel B. Cooper,**  
**General Counsel**

dr  
1605

**Enclosure**

## 1992 Metro Charter Explanatory Statement:

This ballot measure is a home rule charter for the Portland area metropolitan service district (MSD) named "Metro." If approved, it will be effective January 1, 1993.

The State Constitution gives Metro jurisdiction over matters of metropolitan concern. The charter assigns Metro certain functions within that authority and sets forth the way Metro can assume additional functions.

The charter says the primary function of Metro is regional planning. Metro must adopt a Future Vision with citizen commission help and then a regional framework plan (RFP). The Future Vision indicates population levels and settlement patterns the region can handle within its natural and other resources over at least 50 years. The RFP addresses regional transportation/mass transit, urban growth boundary management, housing densities, urban design, parks, water, interstate coordination, state-mandated responsibilities, and others Metro may add. To the extent the law allows, Metro must require city and county comprehensive plans and land use decisions to be consistent with the RFP.

The charter also assigns Metro other functions: a metropolitan zoo; public convention, sports, entertainment, and spectator facilities; disposing of solid and liquid wastes; green-spaces; natural disaster planning; data services; and state-mandated functions. To assume other functions, Metro by ordinance must find the function is of metropolitan concern and state why Metro should perform it. If a new function provides or regulates a service provided by any local government, the ordinance must also be approved by Metro voters or a committee of fifteen local government officials and three public members.

Metro may levy taxes and incur debt, subject to state law and the charter. General obligation bonds and, with certain exceptions, broadly-based generally applied taxes require voter approval. Metro must form and seek the advice of a tax study committee before levying a tax not requiring voter approval. Metro may also impose user and other fees/charges.

Subject to certain exceptions, the charter limits Metro spending from taxes levied without voter approval to \$12,500,000 in the first fiscal year of the charter. That limitation is subject to annual adjustment based on the consumer price index.

The Metro structure is a council elected by districts, and a full-time executive officer and full-time auditor elected at large, for nonpartisan terms of four years. The executive officer is limited to two consecutive terms and councilors to three. There is no term limit for the auditor. Until 1995 the thirteen MSD councilors are the Metro council and the MSD executive officer holds that Metro office. The council has seven members starting in 1995, with new districts apportioned for 1994 election by a commission or, if necessary, a referee. The charter sets the salary for the executive officer at \$69,700; the auditor, \$55,760; the council presiding officer, \$46,466.67; and the councilors, \$23,233.33. Salary levels will change with changes in salary of District Court judges.

Other charter provisions address matters like officer qualifications, elections, vacancies, appointments, charter amendment, and initiative, referendum, and recall.

FINANCE COMMITTEE REPORT

---

RESOLUTION NO. 92-1664 AUTHORIZING A CONTRACT WITH STOEL RIVES  
BOLEY JONES AND GRAY FOR BOND COUNSEL SERVICES

---

Date: August 7, 1992

Presented By: Councilor Van Bergen

**COMMITTEE RECOMMENDATION:** The Committee at its August 6, 1992 meeting voted unanimously to recommend Council adoption of Resolution No. 92-1664. Present and voting were Councilors Devlin, Gardner, Hansen and Van Bergen. Councilor Wyers was excused.

**COMMITTEE ISSUES/DISCUSSION:** Dan Cooper, General Counsel presented the Staff Report. He indicated the purpose of the resolution is to authorize the Executive Officer to execute a contract with Stoel Rives et al for bond counsel services. He pointed out that an RFP was released following Council approval of Resolution No. 92-1623. Four responses were received and interviews were conducted with the four responding firms. The interview panel consisted of Jennifer Sims, Don Carlson and Dan Cooper. Mr. Cooper indicated that all the firms were very close in the panel ratings but the panel was unanimous in recommending that Stoel Rives be selected to provide bond counsel services. The distinguishing feature was the excellent service provided by this firm in the past and their level of experience. The panel did not see any reason to change bond counsel at this point.

In response to a question from the Chair about the length of the contract, Mr. Cooper indicated that the Metro Code prohibits entering into personal service contracts longer than three years and it is more efficient to enter into a general contract for bond counsel services for a specific period of time rather than procure bond counsel services each time a bond sale is authorized.

REGIONAL FACILITIES COMMITTEE REPORT

---

RESOLUTION NO. 92-1663, AUTHORIZING THE EXECUTION OF CONTRACTS FOR THE ART PROJECTS SELECTED UNDER THE AUSPICES OF METRO'S HEADQUARTERS BUILDING ONE PERCENT FOR ART PROGRAM.

---

Date: August 12, 1992                      Presented by: Councilor Washington

**COMMITTEE RECOMMENDATION:** At its August 11, 1992 meeting the Regional Facilities Committee voted 5-0 to recommend Council adoption of Resolution No. 92-1663. Voting were Councilors McLain, Collier, Gronke, McFarland and Washington.

**COMMITTEE DISCUSSION/ISSUES:** Headquarters Project Manager Berit Stevenson presented the staff report. She summarized the nature of the two projects selected for the art in the Metro Headquarters Building under the 1% for Art program, and said there would be a briefing at the August 13 Council meeting to describe the process for selecting the artists. She said the 1% for Art budget is \$86,000. Of this amount, \$50,000 will go for a "plaza pavers" work, \$30,000 for a series of glass panels, and the other \$6,000 for administrative costs and honoraria (as outlined in the staff report). She said both projects were a bargain, particularly the glass panels.

Councilor Gardner asked if funds for the Metropolitan Arts Commission (MAC) for administration of the 1% for Art program were included in the \$86,000. Ms. Stevenson said no such funds are in this budget because there wasn't enough money to pay for MAC administration from this allocation; those funds are included elsewhere in the Headquarters Project budget, under Administration. Councilor Gardner said his experience on the 1% for Arts selection committee led him to agree with Ms. Stevenson that the proposed works were a bargain, especially the glass panels.

Councilor Washington asked if the artists are to be paid artist's fees in addition to the contract amounts. Ms. Stevenson said no, the contracted amounts are all they will receive, plus a \$500 honorarium paid to each of the six project finalists.

FINANCE COMMITTEE REPORT

RESOLUTION NO. 92-1655 AUTHORIZING THE EXECUTION OF A SALE AGREEMENT WITH INTEL CORPORATION FOR PROPERTY AT SW 209TH AND TUALATIN VALLEY HIGHWAY

Date: August 7, 1992

Presented By: Councilor Hansen

**COMMITTEE RECOMMENDATION:** At it's August 6, 1992 meeting the Committee voted 3 to 1 to recommend Council adoption of Resolution No. 92-1655. Voting in favor of the recommendation were Councilors Devlin, Hansen and Van Bergen. Voting against was Councilor Gardner. Councilor Wyers was excused.

**COMMITTEE ISSUES/DISCUSSION:** Chairman Van Bergen introduced the resolution by stating that the matter was referred to the Finance Committee by the Solid Waste Committee after that Committee determined that there was no longer a need for the property for solid waste purposes. He said the Finance Committee needs to focus on two questions -- 1) is there a need for this property for any other District purpose; and 2) is this a good financial deal for the District.

Neil Saling, Regional Facilities Director, presented information in response to the questions. Regarding the need for the property Mr. Saling referred to a memo from the Pat Lee, Regional Planning Supervisor, which states that the property is not of regional significance as a natural area for the Greenspaces Program (see Attachment 1 to this report). While the memo suggests policy options for the use of the proceeds of the sale of the land for Greenspaces purposes, Committee members agreed that such consideration should not be part of the decision on the sale of the property.

In regard to the question on the financial deal, Mr. Saling distributed a memo which summarized the various financial considerations for the property (see Attachment 2 to this report). These include the Districts original purchase price for the property (\$918,383); appraisals ranging from \$678,200 to \$1,300,000; the proposed sale price (\$1,000,000); the current estimate of lease revenues to date (\$60,000); and the estimated closing costs (\$3,000). Mr. Saling indicated other numbers not included in the memo were the proposed sale price negotiated in December 1991 (Resolution No. 91-1535 tabled by the Finance Committee) of \$925,000 for the first eight months and \$975,000 there after up to April 1, 1993.

In response to questions from the Committee, Mr. Saling indicated 1) that legal counsel had advised him that the District could sell the property with out doing a public bid process; the zoning for the property is industrial; the property currently is being used as a parking lot and construction equipment storage yard; and the agreement with Intel is to sell the property on an "as is/where is" basis but there is no guarantee that the District is free and clear

from any environmental liability on the property.

In response to additional Committee questions, Mr. Saling stated 1) he had no explanation for the disparity in the two appraisals except that the appraisers probably used different assumptions such as accessibility to the property and wetland mitigation costs; and 2) the District did not list the property for sale or inquire about other possible buyers since Intel has shown strong interest in reacquiring the property.

In response to a request from Councilor Devlin, Mr. Saling stated he would make copies of the two appraisals available to Councilors. (Council Staff Note: copies of the appraisals are on file in the Council Office for review by councilors)



---

**METRO**

Planning and Development  
2000 S.W. First Avenue  
Portland, OR 97201-5398  
(503) 221-1646

# Greenspaces

---


**ATTACHMENT 1**

(Fin. Comm. Rpt./Res. 92-1655)

---

DATE: August 6, 1992

TO: Neil Saling, Director of Regional Facilities

FROM: Pat Lee, Regional Planning Supervisor 

SUB: ALOHA TRANSFER STATION SITE AS GREENSPACE SITE

Greenspaces staff were asked to evaluate an 8.26 acre site owned by Metro at the intersection of S.W. 209th and the Tualatin Valley Highway to consider its potential as a Greenspaces site. Following a physical reconnoissance of the site, review of Intel plans for development, review of financing of the site and evaluation of the site in the context of Greenspaces criteria and goals for the Greenspaces program staff has determined the following:

The site is zoned for industrial development and the natural setting has been seriously degraded, both on the site itself and surrounding properties. It is bounded on the north by a railroad embankment, on the south by a series of light industrial buildings, on the east by the Intel campus and on the west by S.W. 209th Avenue, which also provides the only public access to the site. Approximately one third of the site is paved; part on the eastern portion leased from Metro by Intel, and part on the west side which also includes a brick building and frame storage structures.

Two drainage channels, emerging from culverts, converge near the center of the property and have been determined to be wetlands. Intel holds a current Corps of Engineers permit to fill a portion of these wetlands to provide internal access from the Intel campus to the western end of the site. The wetland/mitigation portion totals about 1.5 acres. The wetland appears to be relatively healthy, and mitigation efforts should provide for its improvement and continued management as a site amenity. The existing Intel frontage along the Tualatin Valley Highway is generously planted and well-maintained, which suggests that the wetland would be properly managed under their development and ownership.

The surrounding land uses are primarily commercial, industrial, and transportation. The site is clearly not of regional significance as a natural area, and, as there is no convenient access from residential areas or schools, it does not fit into the restoration opportunities category defined by the Master Plan. We recommend going forward with the sale to Intel rather than retaining the site for the Greenspaces system.

While the Finance Committee staff report indicates funds from the sale of the property would accrue in the Solid Waste Revenue Fund, if the Council is looking for opportunities to support the Greenspaces program there may be other potential uses for the money generated by the sale

of this land. Some policy options include the following:

The Greenspaces Foundation, a non-profit foundation to be established through the Metropolitan Greenspaces program, could use the money to begin acquiring options on appropriate greenspaces using this fund as seed money. Between now and the election numerous parcels might be identified and purchase agreements reached which would be finalized if the bond measure is successful.

Another option would be to adopt the Multnomah County policy of contributing a minimum of 50% of proceeds from the sale of surplus properties to a trust fund dedicated to the acquisition of natural areas.

Another option would be to establish a trust fund for maintenance of the greenspace system.

The intended use of revenues from the sale of surplus property is outside the scope of the action before the Committee this evening and could be pursued in subsequent discussions. It should not hold up action on the declaration of surplus property and its sale.

cc: Dick Engstrom  
Andy Cotugno  
Bob Martin



**METRO**

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

# Memorandum

ATTACHMENT 2

(Fin. Comm. Rpt./Res. 92-1655)

DATE: August 6, 1992

TO: Council Finance Committee

FROM: Neil Saling, ~~Director~~, Regional Facilities Department

SUBJECT: Sale Agreement with Intel Corporation

Per your request, the following financial information pertaining to the above proposed sale is provided. Note that Metro has not employed the services of a real estate broker.

Purchase from Intel (1986)		\$918,382.72
Fair Market Value	(\$809,562.60)	
Intel Premium	(\$108,820.16)	
Appraised Value (Branan)		\$1,300,000.00
Appraised Value (Anderson)		\$678,200.00
Appraised Value (Metro)		\$950,000.00
Negotiated Sale Price		\$1,000,000.00
Approximate Lease Revenues to date (\$4,000/month)		\$60,00.00
Approximate Closing Costs		\$3,000.00



**METRO**

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

# Memorandum

Council  
8/13/92

#9

Date: August 11, 1992  
To: Metro Councilors  
From: Jim Gardner, Presiding Officer  
Re: Council Retreat Alternatives

As you know we have established the date for the next Council retreat as September 26-27, 1992. Councilor Collier and I have suggested a program for the retreat which will focus on Council leadership training (see attached memo from Don Carlson to the Governmental Affairs Committee). The Governmental Affairs Committee did not discuss this item at their August 6, 1992 meeting do to the length of their agenda.

At the August 6, 1992 Finance Committee meeting several councilors reacted negatively to the proposed agenda stating that they would prefer to have a discussion of current policy issues facing the Council rather than a leadership training agenda. Several issues mentioned were the proposed Metro Charter, the Tri-Met merger, 1993 legislative agenda, and future District funding needs.

In order to expedite the organizational and program arrangements, we need to decide on the program for the retreat. It is my desire to hold a retreat that meets the needs of a majority of the Council. Please be prepared to discuss this matter at the end of the Council meeting on August 13, 1992 under Other Business. Below are two alternatives for the retreat. There may be others as a result of the meeting.

## Alternative A

- Hold the retreat as originally planned with the program substantially as stated in the attached July 31, 1992 memo. The location of this retreat is the Flying M Ranch in Yamhill County. Because the location is outside the District boundary General Counsel has advised us that the retreat must be limited to training only and that the Council cannot deliberate towards a decision on any matter. Discussion of substantive issues could be construed as deliberation toward a decision.
- The program would commence with a guest speaker of note who would speak to the current condition and state of affairs in the region and give a visionary statement of the future. A question and answer period would follow.

In a group discussion Councilors would explore the following issues: what is my role as an elected leader in the regional community to implement regional objectives; how can I effectively develop and manage an issue through the Council; how can I best participate and improve the Council's decision making process; and, do I agree with the Council's current rules of procedure on the conduct of meetings. The last topic of the retreat would be a general identification of (but not decisions on) issues for the next session of the Oregon Legislature. The Executive Officer and Office of Government Relations staff will be invited to this portion of the meeting.

#### Alternative B

- . Hold a one day retreat in the region to discuss current policy issues of importance to the District. The meeting could be held on a Saturday and would include a briefing on each issue by the chair of the appropriate Standing Committee and/or staff. The purpose of the discussion would be to identify needs for additional information and appropriate strategy for the Council or individual councilors. These work sessions could involve substantive discussions of the issues -- the "deliberations toward a decision" which cannot take place outside the District. The Executive Officer would be invited to participate in this retreat. The date of this retreat could be sooner than September 26 depending on the need and desires of the Council.
  
- . Schedule and plan for an overnight retreat in the month of January 1993 after the new Councilors are on the Council. Because of the number of new councilors the purpose of this retreat would be "team building". We plan to organize an extensive orientation effort for new councilors between November 4, 1992 and January 1, 1993. The overnight retreat would give us an opportunity to meet each other in a relatively relaxed manner and work on developing good working relationships.

Again, please review this matter for discussion at the August 13, 1992 Council meeting. Your attention and assistance will be greatly appreciated.



**METRO**

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

# Memorandum

DATE: July 31, 1992

TO: Governmental Affairs Committee

FROM: Donald E. Carlson, <sup>DEL</sup> Council Administrator

RE: Council Retreat Draft Agenda

Enclosed for your consideration is a draft agenda for the Council's retreat, scheduled for September 26-27, 1992 at the Flying M Ranch in Yamhill County. The focus of the retreat will be on the development of Councilor skills in leadership, issues management and the conduct of meetings. An item concerning discussion of the legislative agenda for the 1993 legislative session is included on the Sunday portion of the agenda. This is to be a brainstorming session to identify potential legislative issues, but is not intended to determine the legislative agenda. (State law limits the content of meetings outside the District to training. See ORS 192.630(4), attached.)

In a planning session held with Presiding Officer Jim Gardner and Committee Chair Tanya Collier, we discussed retaining a facilitator to assist with development of the skills mentioned above and keeping the retreat agenda on track. We also decided to start the meeting with a speaker who would address the issue of political leadership. Such a speaker should be an experienced leader, and I will be working with the Council leadership to get someone who fits the bill.

Please note the agenda calls for the retreat to begin on Saturday, September 27, and conclude at noon on Sunday. This will provide time to discuss the issues on the agenda in some depth and provide Councilors the opportunity to socialize on Saturday evening. Saturday night accommodations will be at the Flying M Ranch.

I will be discussing this draft agenda with you at your August 6 meeting. Thank you.

AGENDA

DRAFT

METRO COUNCIL RETREAT  
September 26-27, 1992

Flying M Ranch

SATURDAY, SEPTEMBER 26

10:00 a.m.

Opening Remarks

- Presiding Officer Gardner
- Introduction of Facilitator

Guest Speaker

11:30 a.m.

Break for Lunch

1:00 p.m.

- Council Decision-Making Process

1:45 p.m.

- Councilors' Issue Management

2:45 p.m.

- Break (15 minutes)

3:00 p.m.

- Review and Discussion of Council Rules of Procedure
- Conduct of Meetings

5:00 p.m.

- Conclude the day's business

SUNDAY, SEPTEMBER 27

9:00 a.m.

- Introduction to 1993 Legislative Agenda
- Discussion of Potential Legislative Issues

10:30 a.m.

Break

DRAFT

10:45 a.m.

- Summary and wrap-up discussion

12:00 noon

- Adjourn



national, regional or state association to which the public body or the members belong. [1973 c.172 §2; 1979 c.644 §1]

**192.620 Policy.** The Oregon form of government requires an informed public aware of the deliberations and decisions of governing bodies and the information upon which such decisions were made. It is the intent of ORS 192.610 to 192.690 that decisions of governing bodies be arrived at openly. [1973 c.172 §1]

**192.630 Meetings of governing body to be open to public; location of meetings; disabled access; interpreters.** (1) All meetings of the governing body of a public body shall be open to the public and all persons shall be permitted to attend any meeting except as otherwise provided by ORS 192.610 to 192.690.

(2) No quorum of a governing body shall meet in private for the purpose of deciding on or deliberating toward a decision on any matter except as otherwise provided by ORS 192.610 to 192.690.

(3) A governing body shall not hold a meeting at any place where discrimination on the basis of race, creed, color, sex, age, national origin or disability is practiced. However, the fact that organizations with restricted membership hold meetings at the place shall not restrict its use by a public body if use of the place by a restricted membership organization is not the primary purpose of the place or its predominate use.

(4) Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction so long as no deliberations toward a decision are involved. A joint meeting of two or more governing bodies shall be held within the geographic boundaries over which one of the participating public bodies has jurisdiction or at the nearest practical location. Meetings may be held in locations other than those described in this subsection in the event of an actual emergency necessitating immediate action. This subsection does not apply to the Oregon State Bar until December 31, 1980.

(5)(a) It shall be considered discrimination on the basis of disability for a governing body of a public body to meet in a place inaccessible to the disabled, or, upon request of a hearing impaired person, to fail to make a good faith effort to have an interpreter for hearing impaired persons provided at a regularly scheduled meeting. The sole remedy for discrimination on the basis of

disability shall be as provided in ORS 192.680.

(b) The person requesting the interpreter shall give the governing body at least 48 hours' notice of the request for an interpreter, shall provide the name of the requester, sign language preference and any other relevant information the governing body may request.

(c) If a meeting is held upon less than 48 hours' notice, reasonable effort shall be made to have an interpreter present, but the requirement for an interpreter does not apply to emergency meetings.

(d) If certification of interpreters occurs under state or federal law, the Oregon Disabilities Commission or other state or local agency shall try to refer only certified interpreters to governing bodies for purposes of this subsection.

(e) As used in this subsection, "good faith effort" includes, but is not limited to, contacting the Oregon Disabilities Commission or other state or local agency that maintains a list of qualified interpreters and arranging for the referral of one or more such persons to provide interpreter services. [1973 c.172 §3; 1979 c.644 §2; 1989 c.1019 §1]

**192.640 Public notice required; special notice for executive sessions, special or emergency meetings.** (1) The governing body of a public body shall provide for and give public notice, reasonably calculated to give actual notice to interested persons including news media which have requested notice, of the time and place for holding regular meetings. The notice shall also include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.

(2) If an executive session only will be held, the notice shall be given to the members of the governing body, to the general public and to news media which have requested notice, stating the specific provision of law authorizing the executive session.

(3) No special meeting shall be held without at least 24 hours' notice to the members of the governing body, the news media which have requested notice and the general public. In case of an actual emergency, a meeting may be held upon such notice as is appropriate to the circumstances, but the minutes for such a meeting shall describe the emergency justifying less than 24 hours' notice. [1973 c.172 §4; 1979 c.644 §3; 1981 c.182 §1]

**192.650 Written minutes required; content; content of minutes for executive sessions.** (1) The governing body of a public



# METRO

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

# Memorandum

DATE: August 18, 1992

TO: Metro Council  
Executive Officer  
Interested Staff

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

RE: COUNCIL ACTIONS OF AUGUST 13, 1992 (REGULAR MEETING)

-----

COUNCILORS PRESENT: Presiding Officer Jim Gardner, Deputy Presiding Officer Judy Wyers, Roger Buchanan, Richard Devlin, Ed Gronke, Sandi Hansen, Ruth McFarland, Susan McLain, George Van Bergen and Ed Washington

COUNCILORS ABSENT: Larry Bauer and Tanya Collier

## AGENDA ITEM

## ACTION TAKEN

### 1. INTRODUCTIONS

None.

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

None.

### 3. EXECUTIVE OFFICER COMMUNICATIONS

#### 3.1 Briefing on Metro Charter Proposal

Ken Gervais, Senior Management Analyst, gave a briefing on the Metro Charter as proposed. The Charter was referred to the Governmental Affairs Committee for further committee review and comment, to be returned to Council with a final recommendation. (Devlin/Gronke; 7-3 vote. Councilors McFarland, Van Bergen and Wyers voted nay; Councilors Bauer and Collier were absent.)

### 4. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS

#### 4.1 Status Report on 1 $\frac{1}{2}$ for Art for Metro Headquarters Building

Kristin Calhoun, Metropolitan Arts Commission, gave a status report on art projects for the Metro Headquarters building.

(Continued)

**5. CONSENT AGENDA**

Adopted (Devlin/Buchanan;  
10-0 vote).

5.1 Resolution No. 92-1664, For the Purpose of Authorizing a Contract with Stoel Rives Boley Jones and Grey for Bond Counsel Services

5.2 Resolution No. 92-1657, For the Purpose of Authorizing Issuance of a Request for Bids for Hauling and Processing Yard Debris from the Metro South Station

**6. ORDINANCES, FIRST READINGS**

6.1 Ordinance No. 92-469, Amending Ordinance No. 92-449B Revising the FY 1992-93 Budget and Appropriations Schedule for the Purpose of Reflecting the Reorganization of Division Functions Within the Solid Waste Revenue Fund, Establishing the Planning and Technical Services Division and Funding the Carryover for Phase II of the Storm Water Processing and Retention Project at Metro South Household Hazardous Waste Facility

Referred to the Finance Committee for consideration.

**7. ORDINANCES, SECOND READINGS**

7.1 Ordinance No. 92-468, For the Purpose of Approving an Increase in the Transfer Rate for the Forest Grove Transfer Station

Adopted (McFarland/Wyers;  
10-0 vote).

**8. RESOLUTIONS**

8.1 Resolution No. 92-1663, For the Purpose of Authorizing Execution of the Contracts for the Art Projects Selected Under the Auspices of Metro's Headquarters Building One Percent for Art Program

Adopted (Washington/  
Devlin; 10-0 vote).

8.2 Resolution No. 92-1655, For the Purpose of Authorizing the Execution of a Sale Agreement with Intel Corporation for Acquisition of Property at Southwest 209th and Tualatin Valley Highway

Adopted (Hansen/Devlin;  
10-0 vote).

**8. RESOLUTIONS (Continued)**

- 8.3 Resolution No. 92-1659, For the Purpose of Adopted (Hansen/Wyers;  
Approving an Intergovernmental Agreement 10-0 vote).  
with the City of Oregon City Providing  
Reimbursement to the City for Household  
Hazardous Materials Problems
- 8.4 Resolution No. 92-1656, For the Purpose of Adopted (McFarland/Wyers;  
Authorizing an Exemption to the 10-0 vote).  
Competitive Procurement Procedures of  
Metro Code 2.04.053 and Authorizing a  
Change Order to the Design Services  
Agreement with Parametrix, Inc.

**9. OTHER BUSINESS**

The Council discussed possible retreat dates and locations and agreed on August 29 at the Oregon Convention Center.

MCPS92.226

(Continued)