



METRO

DATE: August 12, 1993
MEETING: Metro Council
DAY: Thursday
TIME: 4:00 p.m.
PLACE: Metro Council Chamber

Presented
By

Approx.
Time*

- 4:00 **1. INTRODUCTIONS**
- 2. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS**
- 3. EXECUTIVE OFFICER COMMUNICATIONS**
 - 3.1 **Final Legislative Report for the 1993 Legislative Session**
- 4:05
(5 min.) **4. CONSENT AGENDA**
 - 4.1 **Minutes of July 22, 1993**
- 4:10
(5 min.) **5. ORDINANCES, FIRST READINGS**
 - 5.1 **Ordinance No. 93-505, For the Purpose of Approving the Revision of Metro Code Section 4.01.050 Revising Admission Fees at the Metro Washington Park Zoo (Action Requested: Refer to the Finance Committee)**
 - 5.2 **Ordinance No. 93-507, An Ordinance Amending Ordinance No. 93-487A Revising the FY 1993-94 Budget and Appropriations Schedule for the Purpose of Transferring \$10,000 from the General Fund Contingency for a Voluntary Contribution to Assist in the Funding of the Institute of Portland Metropolitan Studies (Action Requested: Refer to the Finance Committee)**
 - 5.3 **Ordinance No. 93-508, An Ordinance Amending Ordinance No. 93-487A Revising the FY 1993-94 Budget and Appropriations Schedule for the Purpose of Transferring \$11,626 from the Support Services Fund Contingency to Fund 0.42 FTE Temporary Assistance and Related Materials & Supplies in the Finance and Management Information Department (Action Requested: Refer to the Finance Committee)**
 - 5.4 **Ordinance No. 93-509, An Ordinance for the Purpose of Amending the Metro Code Relating to the Collection of User Fees and Excise Taxes from Franchised and Other Designated Solid Waste Facilities (Action Requested: Refer to the Finance Committee)**

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

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6. NON-REFERRED RESOLUTIONS

- 4:15
(10 min.) **6.1 Resolution No. 93-1834**, For the Purpose of Confirming an Appointment to the Tax Study Committee and Confirming Designation of the Chair and Vice Chair (Action Requested: Motion to Adopt the Resolution)

7. RESOLUTIONS

REFERRED FROM THE SOLID WASTE COMMITTEE

- 4:25
(10 min.) **7.1 Resolution No. 93-1828**, For the Purpose of Authorizing the Executive Officer to Execute a Contract with Weight-Tronix, Inc. for Maintenance of Scales at Metro Solid Waste Disposal Facilities (Action Requested: Motion to Adopt the Resolution) Washington

- 4:35
(10 min.) **7.2 Resolution No. 93-1792**, For the Purpose of Authorizing an Intergovernmental Agreement Between Metro and the Multnomah County Sheriff's Office for the Purpose of Providing General Investigative Services, Assistance in solid Waste Flow Control Enforcement and Illegal Dump Site Cleanup (Action Requested: Motion to Adopt the Resolutioin)

- 4:45
(10 min.) **8. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS**

4:55 **ADJOURN**

Meeting Date: August 12, 1993
Agenda Item No. 4.1

MINUTES

METRO COUNCIL

July 22, 1993

Council Chamber

Councilors Present: Presiding Officer Judy Wyers, Deputy Presiding Roger Buchanan, Richard Devlin, Jim Gardner, Mike Gates, Sandi Hansen, Jon Kvistad, Ruth McFarland, Susan McLain, Rod Monroe, Terry Moore, George Van Bergen and Washington

Councilors Absent: None

Presiding Officer Wyers called the regular meeting to order at 4:01 p.m.

1. INTRODUCTIONS

None.

2. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

Debbie Gorham, Waste Reduction Manager, and Jim Goddard, Senior Solid Waste Planner, distributed, explained and showed the video, "Metro's Resourceful Renovation," dated June 1, 1993. The video showed how and what construction debris was recycled and what recycled materials were used during the construction of Metro Regional Center, in addition to the energy-saving devices that were installed.

4. OTHER BUSINESS

4.1 Metro Apportionment Commission Report

Bill Boyd, Metro Apportionment Commission chair, reported on the Apportionment Commission's work from April 1 to June 21, 1993 (Apportionment Commission report dated June 30, 1993, filed with this meeting's record). Mr. Boyd thanked fellow Apportionment Commissioners who served: Sid Bass, Gary Coe, Sheila Holden, Nadia Kahl, Arthur Monson and Ardis Stevenson; and Metro staff: Kimi Iboshi, Mark Bosworth, Nicole Ruhleder, and Apportionment Commission Analyst Frances Hunter. He thanked the Council for making impartial appointments to the Commission because he said that had meant the best Commission possible to create the best possible plan in an extremely short period of time. Mr. Boyd introduced Mr. Monson and Mr. Bass who were in attendance at this meeting also.

Councilor Moore told Mr. Boyd she had heard glowing commendations on his and the Apportionment Commission's work.

4.2 Tax Study Commission Report

Mike Ragsdale, Tax Study Commission chair, reported on that Commission's activities to-date. He said the Commission had spent their first month in orientation activities and would develop subcommittees to evaluate different financing options. He said the Commission would accept subcommittee reports in two months and then develop a recommendation for the full Council's consideration.

Councilor Moore asked what subject areas the subgroups would cover. Mr. Ragsdale said the subgroups would include: 1) A fiscal policy and philosophy group to discuss "linkages," or whether a tax should directly relate

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to enterprise activities, or be general in nature; 2) A group to review functions related to the activities Metro performed and determine whether projected costs were on-line; and 3) A third group to review revenue sources. He said the Commission might have further or different suggestions at its next meeting July 23 at 8:00 a.m in Metro center Room 270.

Councilor Devlin noted revenues tied to enterprise activities limited an agency's options in the future if its needs changed and asked how much the subcommittees would focus on that issue. Mr. Ragsdale noted because of the Charter, planning was now considered Metro's primary mission or function and planning was not enterprise-related. He said he would ask the specific subgroup to make recommendations on taxing strategies pertinent to planning and to allow for future flexibility.

Mr. Ragsdale said it was logical to assume a state transfer tax could be used for planning functions, but did not know if that would be possible. He asked Councilors to contact their state senators about HB 2883. Councilor Van Bergen said constituents from his district held a dim view of such a transfer tax and said the Tax Commission should develop one comprehensive taxing strategy. He said he did not want to see competing tax strategies, or one from the Tax Study Commission and one from the Regional Recreational Facilities Funding Task Force. Mr. Ragsdale said the Commission would fulfill its own charge, but would stay in touch with the Task Force. He said, however, that the Tax Study Commission's efforts should remain separate

5. CONSENT AGENDA

5.1 Minutes of June 24, 1993

FROM THE PLANNING COMMITTEE

5.2 Resolution No. 93-1825, For the Purpose of Amending the FY 94 Unified Work Program to Include the Single Corridor South/North Alternatives/Draft Environmental Impact Statement Work Element and Amending the FY 93 TIP Accordingly

FROM THE FINANCE COMMITTEE

5.3 Resolution No. 93-1817, For the Purpose of Confirming the Appointment of Patricia Shaw to the Investment Advisory Board

5.4 Resolution No. 93-1822, For the Purpose of Obtaining the Approval of the Metro Council to Write Off Certain Accounts Receivable

Motion: Councilor Gardner moved, seconded by Councilor Devlin, for adoption of the Consent Agenda.

Vote: Councilors Buchanan, Devlin, Gardner, Gates, Kvistad, McFarland, McLain, Monroe, Moore, Van Bergen, Washington and Wyers voted aye. Councilor Hansen was absent. The vote was unanimous and the Consent Agenda was adopted.

6. ORDINANCES, SECOND READINGS

6.1 Ordinance No. 93-504, For the Purpose of Amending Metro Code Section 5.02.060 Relating to the Credit Policy at Metro Solid Waste Facilities

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The Clerk read the ordinance for a second time by title only.

Presiding Officer Judy Wyers announced that Ordinance No. 93-504 was first read on June 24, 1993, and referred to the Finance Committee for consideration. The Finance Committee considered the ordinance on July 14 and recommended it to the full Council for adoption.

Main Motion: Councilor Monroe moved, seconded by Councilor Van Bergen, for adoption of 93-504.

Councilor Monroe gave the Finance Committee's report and recommendations. He noted it was necessary to amend the ordinance.

Motion to Amend: Councilor Monroe moved, seconded by Councilor Gates, to amend Ordinance No. 93-504, Section 5.02.060(d) as follows: ~~[Interest]~~ A finance charge of one and one-half percent [per month (18 percent per annum)] shall [begin to accrue] be assessed on all past due charges on the fifteenth day of the month following the month in which a statement is mailed, and on the fifteenth day of each month thereafter. ~~[Interest]~~ Finance charges will ~~[accrue] be assessed~~ only on unpaid past due balances, and not on previously ~~[accrued interest] assessed finance charges.~~ Finance charges will continue to be assessed on negotiated repayment schedules. Payments will be applied first to finance charges and then to the oldest amount due.

Presiding Wyers opened the public hearing. No one present appeared to testify and the public hearing was closed.

Vote on Motion to Amend: Councilors Buchanan, Devlin, Gardner, Gates, Hansen, Kvistad, McFarland, McLain, Monroe, Moore, Van Bergen, Washington and Wyers voted aye. The vote was unanimous and the motion passed.

Vote on Main Motion as Amended: Councilors Buchanan, Devlin, Gardner, Gates, Hansen, Kvistad, McFarland, McLain, Monroe, Moore, Van Bergen, Washington and Wyers voted aye. The vote was unanimous and Ordinance No. 93-504A was adopted.

6.2 Ordinance No. 93-503, For the Purpose of Amending Metro Code Section 5.06.065, Criteria for Funding Metro Central Station Community Enhancement Projects/Programs

The Clerk read the ordinance for a second time by title only.

Presiding Officer Wyers announced that Ordinance No. 93-503 was read for a first time on June 10, 1993, and referred to the Solid Waste Committee for consideration. The Solid Waste Committee considered the ordinance on July 6, 1993, and recommended it to the full Council for adoption.

Motion: Councilor Hansen moved, seconded by Councilor Buchanan, for adoption of Ordinance No. 93-503.

Councilor Hansen gave the Solid Waste Committee's report and recommendations.

Councilor Van Bergen asked if Metro would retain some control of assets funded through the One Percent program via mortgages or co-ownership. Councilor Hansen said the disbursement of funds in this case meant an outright grant of money.

Katie Dowdall, Community Enhancement Coordinator, said this ordinance would fund the purchase of computers for Linnton Community Center and said Metro would not own the computers. She said in the case of a large acquisition or the acquisition of property, Metro could insert language on ownership of same. Councilor Hansen asked if Metro would be liable in such case. Ms. Dowdall said language could also be inserted to protect Metro. Councilor Van Bergen noted a One Percent grantee had just gone out of business and asked if Metro could recover its investment in that company. The Council and General Counsel Dan Cooper discussed the issues. Councilor Devlin said staff could review the prior history of such grants and establish protections for Metro in the case of liability or investment in the future to protect Metro to prevent vendors from going out of business and then selling equipment paid for by Metro. He said if Metro did pay for the partial purchase of a property, that should be an outright gift, but that Metro should have some protection.

Presiding Officer Wyers opened a public hearing. No persons present appeared to testify and the public hearing was closed.

Vote: Councilors Buchanan, Devlin, Gardner, Gates, Hansen, Kvistad, McFarland, McLain, Monroe, Moore, Van Bergen, Washington and Wyers voted aye. The vote was unanimous and Ordinance No. 93-503 was adopted.

7. RESOLUTIONS

7.1 Resolution No. 93-1821, For the Purpose of Approving the Selection of Hearings Officers for Contested Case Hearings

Motion: Councilor Moore moved, seconded by Councilor Devlin, for adoption of Resolution No. 93-1821

Councilor Moore gave the Planning Committee's report and recommendations.

Vote: Councilors Devlin, Gardner, Gates, Hansen, Kvistad, McFarland, McLain, Monroe, Moore, Van Bergen, Washington and Wyers voted aye. Councilor Buchanan was absent. The vote was unanimous and Resolution No. 93-1821 was adopted.

7.2 Resolution No. 93-1820, Recommending Selection of a Locally Preferred Alternative and Making an Associated Land Use Decision for the Hillsboro Corridor Project

Motion: Councilor Moore moved, seconded by Councilor Devlin, for adoption of 93-1820.

Councilor Moore gave the Planning Committee's report and recommendations. Councilor Moore noted the Tri-Met Board of Directors would vote on this item July 28, 1993.

Vote: Councilors Buchanan, Devlin, Gardner, Gates, Hansen, Kvistad, McFarland, McLain, Monroe, Moore, Van Bergen, Washington and Wyers voted aye. The vote was unanimous and Resolution No. 93-1820 was adopted.

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7.3 Resolution No. 93-1823, For the Purpose of Adding One New Project to the Year Five Project List for the One Percent for Recycling Program for Fiscal Year 1992-93

Motion: Councilor McLain moved, seconded by Councilor Hansen, for adoption of Resolution No. 93-1823.

Councilor McLain gave the Solid Waste Committee's report and recommendations.

Vote: Councilors Buchanan, Devlin, Gardner, Gates, Hansen, Kvistad, McFarland, McLain, Monroe, Moore, Van Bergen, Washington and Wyers voted aye. The vote was unanimous and Resolution No. 93-1823 was adopted.

7.4 Resolution No. 93-1824A, For the Purpose of Establishing a Process for Evaluation of Metro's Solid Waste Fees, Consideration and Review of a New Rate Structure for FY 94-95, and Completion of Chapter 11 (Rates) of the Regional Solid Waste Management Plan

Motion: Councilor McFarland moved, seconded by Councilor Buchanan, for adoption of Resolution No. 93-1824A.

Councilor McFarland gave the Solid Waste Committee's report and recommendations.

Councilor Moore asked if the group would review the proposed tax on recyclables. Councilor McFarland said the fee in question was a system management fee on all items. She said the committee would review all aspects of how the Solid Waste management program subsidized recycling activities. The Council briefly discussed the resolution further.

Vote: Councilors Buchanan, Devlin, Gardner, Gates, Hansen, Kvistad, McFarland, McLain, Monroe, Moore, Van Bergen, Washington and Wyers voted aye. The vote was unanimous and Resolution No. 93-1824A was adopted.

7.5 Resolution No. 93-1827, For the Purpose of Authorizing Issuance of a Request for Proposals for Laboratory Services for St. Johns Landfill

Motion: Councilor McFarland moved, seconded by Councilor Washington, for adoption of Resolution No. 93-1827.

Councilor McFarland gave the Solid Waste Committee's report and recommendations. The Council briefly discussed the resolution further. Councilor Moore asked if the results from this study could be used for analysis on facilities such as Riverbend Landfill. Councilor McFarland said that was possible, but noted the St. Johns Landfill was a facility in the process of closure and the Riverbend facility was active.

Vote: Councilors Buchanan, Devlin, Gardner, Gates, Hansen, Kvistad, McFarland, McLain, Monroe, Moore, Van Bergen, Washington and Wyers voted aye. The vote was unanimous and Resolution No. 93-1827 was adopted.

8. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS

Presiding Officer Wyers distributed a memorandum from Mr. Carlson dated July 22, 1993, "Fleet Car Assigned to Council Department" and explained same.

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Presiding Officer Wyers noted two Council retreats had been scheduled for September 24 and October 4, 1993, from 3:00-7:00 p.m. She noted October 4 was the date of Metro's annual Regional Growth Conference and said she would ask the facilitators to provide an alternative date.

Councilors McLain and Moore asked what efforts had been made to-date to publicize the Growth Conference.

Lisa Creel, Associate Public Affairs Specialist, said advertising efforts were being made later in the year than usual because the Planning Department had just acquired a new public involvement planner. She noted this year's Growth Conference would also include an evening session to facilitate attendees who worked during the day.

Presiding Officer Wyers said she was working on a process to enable all Councilors to report on activities related to the advisory committees they served on.

Councilor McLain distributed her memorandum dated July 21, 1993, "Council Committee Reorganization." She said the memorandum would either: 1) Direct staff to prepare a draft resolution for consideration at the Governmental Affairs Committee to establish the committee structure for 1994 and establish a procedure for the selection of committee chairs; or 2) Hold a Council work session or retreat to enable the Council to discuss their views of the current committee structure and alternatives the Council might want to pursue next year. She said such a session should be held no later than mid-September so that results and conclusions could be implemented for 1994. Councilor Gates said discussion of those issues directly related to selection of the Council's Presiding Officer and discussion of same should be deferred to Fall 1993. Councilor Devlin said such changes could be discussed in Fall 1993. He said such changes could require amending the Metro Code which would require additional time. He said there had been some discussion that the Budget Committee should be a committee of the whole and said that and other issues should be discussed in mid-September also.

Councilor Van Bergen noted the Willamette Week NewsThin article on Metro Council races in the May 1994 primary election. He said when he began serving on the Metro Council, the race for Presiding Officer took approximately two weeks and now took months. He said discussion of the Presiding Officer race should be deferred until the fall. He said he had always supported committees of the whole, but said such a structure required discipline. He said rules for committees of the whole should be set now so that the seven-member Council beginning in January 1995 would have a firm foundation.

Councilor Moore said proposing discussion of committees of the whole was meant to separate the work of the body from the election of the Presiding Officer. She said to defer discussion on committee structure until Fall 1993 could be too late and said she would rather begin work on the issues in August.

Councilor Gardner said committees of the whole required discipline and concise decision-making processes. He said if discussion on committee structure waited too long, selection of the Presiding Officer would be concurrent. He said the process began early last year also. He said if the issues became too divisive, the Council could move on. He said if debate was deferred too long, it would be even more difficult to decide the issues.

Councilor Kvistad said such issues were closely connected with selection of the Presiding Officer last year and said he did not want the current committee structure changed. He said committees with 13 members would not be productive and a committee of the whole structure should be left for the seven-member Council to decide.

Councilor Hansen said committee work plans should be developed and said discussion should focus on the issues only.

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Presiding Officer Wyers asked the Council to give the issues further thought and said the issues could be discussed at the next or future Council meetings.

Councilor McLain said the September 24 Council retreat meeting could be used to address the issues. Presiding Officer Wyers said that meeting's agenda was not fully set and that discussion could be included.

Councilor Gates noted a memorandum from Merrie Waylett, Senior Management Analyst, "Sales Tax Update" dated July 21, 1993, which updated the Council on the status of pending sales tax legislation.

Councilor McFarland reported on her tour of the Bull Run watershed taken with Councilor Kvistad and staff from both Metro and the City of Portland.

Councilor Monroe said Councilors should review their paychecks to determine if they were incorrectly deducted for parking structure fees.

Councilor Kvistad suggested the Council give consideration to holding one Council meeting apiece in Multnomah, Washington and Clackamas Counties in 1994.

Presiding Officer Wyers asked Councilors to continue giving feedback on their trips and tours to other Councilors.

Councilor Hansen the Metro Committee for Citizen Involvement (MCCI) could offer suggestions on meeting sites for the Council in the three counties.

Presiding Officer Wyers said the MCCI planned to complete their work plan by September and were eager to report to the Council on their progress.

Councilor Van Bergen asked that lights in the Council Chamber be dimmed and/or repositioned so that they were not as bright.

Councilor Gates asked when Public Cable Access (PCA) would install permanent cameras in the Council Chamber as originally planned. Ms. Creel explained PCA had less money than anticipated to install cameras. Councilor Gates asked how much it would cost. Ms. Creel said the cost would be approximately \$50,000 and that the audio-visual vendor worked closely with PCA to make sure the Council Chamber would be compatible with their needs. Councilor Gates asked how much it cost to configure the Council Chamber for that purpose. Ms. Creel said she would research those costs and report back to the Council on same.

Ms. Creel noted she had met with nine Councilors, would meet with the other four Councilors and would submit her work plan for the Council soon.

Councilor Devlin said some Councilors were using the parking structure who did not pay for parking and said they should be treated like any other violator.

Councilor McLain noted the first Future Vision Commission meeting had been held on July 19, and said the next one would be held on August 2.

Councilor McLain asked if it would be possible for the Future Vision Commission's meetings to overflow beyond the Annex into the Council Chamber. She said if not, the post in the middle of the Annex obstructed participants' view of each other. Mr. Carlson said that was possible, but noted the "Council Chamber Usage"

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manual distributed to Councilors was meant to prevent what had happened at the old building. He said at the old building, staff had moved furniture and not replaced it and disturbed the old sound system. He said it was acceptable to move the Annex doors and push the tables out to avoid the column, but said such meetings should take place in the Annex only. He noted Councilor Gates' request that staff be allowed to beverages in the Council Chamber. He said such questions were for the Council to decide, and asked that if administrative staff asked Councilors to use a room, Councilors should refer staff to Council staff to book a room.

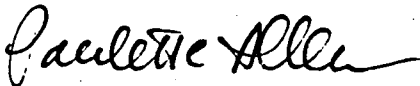
Councilor Hansen said eating and drinking should be allowed in meetings because a great deal of meetings were held at lunch time. The Council briefly discussed the issues further.

Presiding Officer Wyers thanked Councilor McLain for her work on the Future Vision Commission.

Casey Short, Senior Administrative Services Analyst, distributed his and Mr. Carlson's memorandum dated July 22 "Tour of Multnomah County Regional Parks Facilities" and asked how many Councilors would like to attend the tour. Eight Councilors indicated they would attend the tour.

All business having been attended to, Presiding Officer Wyers adjourned the meeting at 8:10 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Paulette Allen". The signature is written in black ink and is positioned above the typed name and title.

Paulette Allen
Clerk of the Council

Meeting Date: August 12, 1993
Agenda Item No. 5.1

ORDINANCE NO. 93-505

STAFF REPORT

**CONSIDERATION OF ORDINANCE NO. 93-505
FOR THE PURPOSE OF AMENDING METRO CODE SECTION 4.01.060
REVISING ADMISSION FEES
AT METRO WASHINGTON PARK ZOO**

Date: July 19, 1993

Presented by: Y. Sherry Sheng

FACTUAL BACKGROUND AND ANALYSIS

In 1984, the Metro Council adopted the following policies relating to the Zoo:

1. The Zoo shall rely on property tax for a portion of its revenue;
2. A ratio of approximately 50 percent tax and 50 percent non-tax revenue shall be maintained for funding zoo operations; and
3. The Council shall annually review admission fees to assist in meeting policy 2 above.

In accordance with the policy to keep the zoo revenue ratio at no greater than 50 percent from tax sources, we are recommending a zoo admission fee increase. This fee increase was used to calculate the revenue projections for the Fiscal Year 1993-94 budget, which has been approved by the Council. Beginning January 1, 1994, fees would be \$5.50 for adults, \$3.50 for youth, \$4.00 for seniors, and \$2.50 for educational groups.

The zoo's fund balance at this time is substantial. However, there are external as well as internal factors that will negatively offset this balance over the next five years. The external factors include annual inflation at approximately four percent per year and the construction during FY 93-94 of the on-ramp and bridge on Highway 26, adjacent to the zoo. In addition, the light rail station construction will begin in the fall of 1994 and continue to 1997. This project will eliminate approximately 280 parking spaces in the parking lot during the years of construction. These factors will seriously impact our attendance and revenue.

Also included are internal factors such as the increasing costs for support services at Metro and increases in the excise tax. For example, support services costs increased \$249,105 from FY 92-93 to FY 93-94. For that same year, the excise tax increased by one percent, reducing zoo-kept enterprise revenue by an additional \$54,495. If the one percent increase remains in effect over the next five years, it will reduce those after-tax enterprise revenues \$266,296.

If the fee increase is not approved, the zoo will lose the budgeted admissions revenue for FY 93-94 of \$159,480. The loss for FY 94-95 will be approximately \$304,376. Because no major exhibit improvements will be made for several years following FY 93-94, further admission fee increases are planned to be postponed accordingly. Without this increase the loss of after-tax admission revenue for the five year projection will amount to \$1,658,466.

The proposed admission rates at the zoo remain a good value compared to similar institutions in the West, and to other educational and entertainment facilities in the metro area, as shown in Tables I and II. Since the last admission fee increase, there have been several improvements made to the zoo. They include; pygmy goat petting area, ZooBloom, Elk Meadow exhibit, the reptile show, and several living history presentations. All these new areas and programs add value to the zoo visitor experience. In the current year a major improvement will occur at the elephant front yard.

TABLE I: SELECTED WEST COAST ZOOS

	<u>Adults</u>	<u>Youths</u>	<u>Seniors</u>
Wildlife Safari	\$9.95	\$6.75	\$8.50
San Francisco Zoo	\$6.50	\$1.00-\$3.00	\$3.00
Los Angeles Zoo	\$8.00	\$3.00	\$5.00
Denver Zoo	\$6.00	\$3.00	\$3.00
Rio Grande Zoo	\$4.25	\$2.25	\$2.25
Point Defiance Zoo (Tacoma)	\$6.25	\$4.50	\$5.75
Woodland Park Zoo (Seattle)	\$6.00	\$1.50-\$3.50	\$4.50
Hogle Park Zoo (Salt Lake)	\$4.00	\$2.00	\$2.00

TABLE II: SELECTED METRO AREA EDUCATIONAL/ENTERTAINMENT FACILITIES

	<u>Adults</u>	<u>Youths</u>	<u>Seniors</u>
Movie Theatres (avg.)	\$6.00	\$3.50	
OMSI	\$6.50	\$4.00	\$5.50
Shows @ Expo Center (avg.)	\$4.00	\$2.00	\$2.00
High Desert Museum (Bend)	\$5.50	\$2.75	\$5.00
Pittock Mansion	\$3.50	\$1.50	\$3.00
Children's Museum	\$3.50	\$3.50	\$3.50
Japanese Gardens	\$5.00	\$2.50	\$2.50
Portland Art Museum	\$4.50	\$1.50	Free on Thurs.
World Forestry Center	\$3.00	\$2.00	\$2.00

In summary, the proposed new rate structure will assist to:

- provide over 50% of the costs for maintenance and operations from non-tax sources
- allow us to adequately care for the service needs of our visitors (custodial, landscaping, visitor services, security, etc.)
- provide proper care for the animals on exhibit
- maintain the considerable capital assets at the zoo

Staff Recommendation:

Based on the foregoing information, it is recommended that the admission rates be increased to \$5.50 for adults, \$3.50 for youths, \$4.00 for seniors, and \$2.50 for educational groups.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance 93-505.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING THE) ORDINANCE NO. 93-505
REVISION OF METRO CODE SECTION)
4.01.050 REVISING ADMISSION FEES) Introduced by Rena Cusma,
AT THE METRO WASHINGTON PARK ZOO) Executive Officer

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amending the Metro Code. Section 4.01.050 Admission Fees and Policies is amended to read as follows:

4.01.050 Admission Fees:

(a) Regular Fees:

(1) Definitions:

(A) An Education Discount is offered to groups of students in a state accredited elementary, middle, junior, or high school, or pre-school/daycare center. Qualifications for education discount include a minimum of one chaperon for every five (5) students of high school age or under; registration for a specific date at least two weeks in advance; and the purchase of curriculum materials offered by the Zoo, or submission of a copy of the lesson plan that will be used on the day of the visit.

(B) The Group Discount is defined as any group of twenty-five (25) or more (including school groups that have not met the advance registration and curriculum requirements for the education discount; groups of students not accompanied by a minimum of one chaperon for every five (5) students shall not qualify for the group discount).

(2) Fee Schedule:

Adult (12 years and over)	\$5.00	\$5.50
Youth (3 years through 11 years)	\$3.00	\$3.50
Child (2 years and younger)	free	
Senior Citizen (65 years and over)	\$3.50	\$4.00
Education Groups (per student)	\$2.00	\$2.50
Chaperons accompanying education groups	free	
Groups other than education groups		

25 or more per group

20% discount
from appropriate fee
listed above

(b) Free and Reduced Admission Passes:

- (1) Free and reduced admission passes may be issued by the Director in accordance with this chapter.
- (2) A free admission pass will entitle the holder only to enter the Zoo without paying an admission fee.
- (3) A reduced admission pass will entitle the holder only to enter the Zoo by paying a reduced admission fee.
- (4) The reduction granted in admission, by use of a reduced admission pass (other than free admission passes), shall not exceed 20 percent.
- (5) Free or reduced admission passes may be issued to the following groups or individuals and shall be administered as follows:
 - (A) Metro employees shall be entitled to free admission upon presentation of a current Metro employee identification card.
 - (B) Metro Councilors and the Metro Executive Officer shall be entitled to free admission.
 - (C) Free admission passes in the form of volunteer identification cards may, at the Director's discretion, be issued to persons who perform volunteer work at the Zoo. Cards shall bear the name of the volunteer, shall be signed by the Director, shall be non-transferrable, and shall terminate at the end of each calendar year or upon termination of volunteer duty, whichever date occurs first. New identification cards may be issued at the beginning of each new calendar year for active Zoo volunteers.
 - (D) Reduced admission passes may be issued to members of any organization approved by the Council, the main purpose of which is to support the Metro Washington Park Zoo. Such passes shall bear the name of the passholder, shall be signed by an authorized representative of the organization,

shall be non-transferrable, and shall terminate not more than one year from the date of issuance.

- (E) Other free or reduced admission passes may, with the approval of the Director, be issued to other individuals who are working on educational projects or projects valuable to the Zoo. Such passes shall bear an expiration date not to exceed three months from the date of issuance, shall bear the name of the passholder, shall be signed by the Director and shall be non-transferrable.

(c) Special Admission Days:

- (1) Special admission days are days when the rates established by this Code are reduced or eliminated for a designated group or groups. Six special admission days may be allowed, at the discretion of the Director, during each calendar year.
- (2) Three additional special admission days may be allowed each year by the Director for designated groups. Any additional special admission days designated under this subsection must be approved by the Executive Officer.

(d) Special Free Hours: Admission to the Zoo shall be free for all persons from 3:00 p.m. until closing on the second Tuesday of each month.

(e) Commercial Ventures: Proposed commercial or fund-raising ventures with private profit or nonprofit entities involving admission to the Zoo must be authorized in advance by the Executive Officer. The Executive Officer may approve variances to the admission fees to facilitate such ventures.

(f) Special Events: The Zoo, or portions thereof, may be utilized for special events designed to enhance Zoo revenues during hours that the Zoo is not normally open to the public. The number, nature of, and admission fees for such events shall be subject to the approval of the Executive Officer.

(Ordinance No. 92-412A, Sec. 2)

Section 2. The amendment to the Metro Code provided for in this Ordinance shall take effect on January 1, 1994.

ADOPTED by the Metro Council this _____ day of
_____, 1993.

_____, Presiding Officer

ATTEST:

Clerk of the Council

Meeting Date: August 12, 1993
Agenda Item No. 5.2

ORDINANCE NO. 93-507

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 93-507 AMENDING ORDINANCE NO. 93-487A REVISING THE FY 1993-94 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF TRANSFERRING \$10,000 FROM THE GENERAL FUND CONTINGENCY FOR A VOLUNTARY CONTRIBUTION TO ASSIST IN THE FUNDING OF THE INSTITUTE OF PORTLAND METROPOLITAN STUDIES

Date: August 2, 1993

Presented by: Don Rocks

BACKGROUND AND ANALYSIS

"In 1990, the Governor's Commission on Higher Education in the Portland Metropolitan Area recommended that links be forged among public, private, and community resources so as to form a new and vital partnership between the Greater Portland community and its academic institutions. Key to this vision was the creation of the Institute of Portland Metropolitan Studies." (from Institute brochure)

Subsequently, Dr. Nohad Toulon, School of Urban Studies, Portland State University, conferred with local government elected officials, academicians and community leaders to design a structure and a set of goals for the Institute and to seek the official endorsement of local government jurisdictions. Metro was a party to early Institute formation discussions and the Council adopted Resolution No. 91-1435 (attached) on 25 April 1991. The Executive Officer and a designated Metro Councilor are members of the Institute's 21 person board, presently chaired by William Scott. Following a nationwide search for a Director, the Institute hired Ethan Seltzer, formerly of Metro Planning.

Initial funding for the Institute of some \$200,000 was provided by Portland State University. The next largest funder is the City of Portland which approved a \$100,000 contribution. The Institute prepared list of member local government jurisdictions with recommended funding amounts. The recommendations place Metro in the \$10,000 category; the same amount as is sought from counties. Attached, also, is a Question and Answer sheet which speaks to the reasons for the funding request, the benefits expected, how the funds are to be spent, etc.

Given the Institute's mission, Metro's participation in founding the Institute and subsequent adoption of Resolution No. 91-1435, it is appropriate that Metro's commitment and leadership in regional issues and initiatives be further demonstrated by council approval of the funding request.

This action requests the transfer of \$10,000 from the General Fund Contingency to the Executive Management Department, materials & services appropriation category.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive officer recommends adoption of Ordinance No. 93-507, for the purpose of funding a voluntary contribution to assist in the funding of the Institute of Portland Metropolitan Studies.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ENDORSING) RESOLUTION NO. 91-1435
THE ESTABLISHMENT OF AN)
INSTITUTE OF PORTLAND) INTRODUCED BY RENA CUSMA,
METROPOLITAN STUDIES AT PORTLAND) EXECUTIVE OFFICER
STATE UNIVERSITY AND OTHER)
INSTITUTIONS OF HIGHER EDUCATION)
IN THE METROPOLITAN AREA)

WHEREAS, The Governor's Commission on Higher Education in the Portland Metropolitan Area recently issued its final report, "Working Together-A Community and Academic Partnership for Greater Portland"; and,

WHEREAS, The Report calls for the formation of a Council of Presidents of local colleges and universities, the development of Portland State University into an "Urban Grant University", focusing on the needs of the region, improving access and participation for students, and establishing a Greater Portland Trust to support implementation of the plan and seek new sources of funding, and enhance cooperation between institutions; and,

WHEREAS, The complexity of the issues confronting the governments of the metropolitan region requires a continuous search for innovative approaches to solutions, efficient mechanisms for service delivery, and a continuously updated information base; and,

WHEREAS, The Metropolitan Service District supports the establishment under the auspices of Higher Education of an independent research organization capable of conducting studies,

sponsoring policy seminars, and regularly disseminating information to all local governments in the region; and

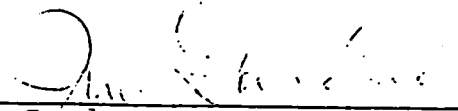
WHEREAS, Portland State University has committed itself to work for the establishment of an Institute for Portland Metropolitan Studies to perform such functions; and,

WHEREAS, The Institute enhances the potential of cooperation, interactions and communication between government and higher education and provides an objective forum for dialogue and exchange of views regarding governmental service issues in the region; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District endorse the principle of establishing in the region an Institute of Portland Metropolitan Studies to be administered by Portland State University with participation of the Metropolitan Service District in such matters as the identification of the governing board and the development of an annual research agenda.

ADOPTED by the Council of the Metropolitan service District this 25th day of April, 1991.



Jim Gardner, Deputy Presiding Officer

Institute of Portland Metropolitan Studies
Local Funding Request
Questions and Answers
June 21, 1993

Why is the Institute seeking funding?

First, we want to develop a source of funds for the research program that will enable us to establish a track record. Contributions from cities, counties, special districts, and regional and state agencies in the 5-county area will be used to create the products that will enable the Institute to seek endowment funding from private and grant sources. The university provides all of the overhead, thereby reserving contributions for research program expenses only.

Second, the Institute is seeking participation from as many jurisdictions and service providers as possible. The Institute does not want to be perceived to be beholden to a single funder. In this instance, the metropolitan area has a great opportunity and challenge: to build off of the \$100,000 contribution of the City of Portland. Towards that end, we would like to have the participation of every jurisdiction and agency at a level that they feel they can afford.

How was the allocation schedule developed?

The request made to cities and counties is based on population, using population as a rough indicator of ability to pay. The specific amounts were developed by the Development Committee of the Board. For special districts, the requests were developed using the dues structure for the Special Districts Association of Oregon, and through consultation with Board members having direct experience with special district governing boards. Some have raised the concern of double taxation, where the citizens of a district might also be represented by multiple districts and/or jurisdictions in our allocation schedule. Nonetheless, our goals include both revenue and participation, and we expect a trade-off between the two.

What are the benefits of contributing to the Institute's research fund?

First, Portland State is committed to better serving this metropolitan area, and the Institute, properly funded, can help to better extend the resources of the university to metropolitan area communities. In fact, we are already developing concrete products aimed at furthering collaborative approaches to metropolitan issues. These include the Metropolitan Clearinghouse, Project Match, the Leadership Forum on April 24, and Metropolitan Newsnet.

Second, the research work that we are proposing to engage in will help to better characterize the environment for local policy development and planning. By investing

in our program, donors will help to develop information about the environment for their decisions useful to long-term and strategic planning efforts.

Third, support for the research program now will enable the Institute to develop ongoing sources of support from non-public sector funders. A little invested now will leverage more for both present and future activities of the Institute.

Finally, the Institute has been developed as a catalyst for collaborative action. The fiscal times that we are in require a high degree of collaboration among public and private interests. The Institute can help to develop collaborative efforts of service to jurisdictions and agencies and their constituents.

Would the Institute accept less than the requested amount?

The answer is certainly "yes." Our desire to seek funding from local jurisdictions agencies is driven by two objectives: revenue and participation. Given the fiscal challenges facing all public sector entities today, we certainly understand concern regarding a request for funding. As you'll note from the allocation schedule sent with the original request, we've tried to scale our requests to the capability of the community. Nonetheless, those at the local level are obviously in the best position to determine the extent to which they should and could participate.

If a jurisdiction or agency doesn't contribute, will it be cut off from Institute projects or products?

No. Our mission is to serve the communities of the metropolitan area by better connecting them to the resources of the university. This is a direct extension of Portland State's mission statement. Therefore, we will continue to reach out and attempt to involve communities from throughout the metropolitan area as we proceed. Our request for funding from jurisdictions and agencies is the first step in a multi-year effort to secure stable research funding, either through long-term grants or through the creation of an endowment. This first step is crucial, however, because the funds we raise locally will be used to develop the track record needed to secure funding from other sources. Again, we are seeking both revenue and participation, and we need the money. But we will always recognize our commitment to the entire metropolitan community in the work we do.

Who will decide how the money gets spent?

The Board of the Institute will develop criteria for selecting projects, and will make final funding decisions. However, the development of criteria and the major research themes for the Institute will occur through a process of consultation with our donors, metropolitan area communities and civic organizations, and with university faculty and departments.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

AN ORDINANCE AMENDING ORDINANCE)
NO. 93-487A REVISING THE FY 1993-94)
BUDGET AND APPROPRIATIONS)
SCHEDULE FOR THE PURPOSE OF)
TRANSFERRING \$10,000 FROM THE)
GENERAL FUND CONTINGENCY FOR A)
VOLUNTARY CONTRIBUTION TO ASSIST)
IN THE FUNDING OF THE INSTITUTE OF)
PORTLAND METROPOLITAN STUDIES)

ORDINANCE NO. 93-507

Introduced by Rena Cusma,
Executive Officer

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1993-94 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 METRO COUNCIL HEREBY ORDAINS:

1. That Ordinance No. 93-487A, Exhibit B, FY 1993-94 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 purpose of transferring \$10,000 from the General Fund Contingency to the Executive Management Department, Materials & Services appropriation, for a voluntary contribution to assist in the funding of the Institute of Portland Metropolitan Studies.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1993.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

**Exhibit A
Ordinance No. 93-507**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Executive Management (Executive Office)							
Total Personal Services		5.00	343,248	0.00	0	5.00	343,248
<u>Materials & Services</u>							
521100	Office Supplies		2,752		0		2,752
521310	Subscriptions		905		0		905
521320	Dues		17,400		0		17,400
524190	Misc. Professional Services		10,000		0		10,000
525640	Maintenance & Repairs Services-Equipment		460		0		460
526310	Printing Services		450		0		450
526320	Typesetting & Reprographics Services		120		0		120
526410	Telephone		2,100		0		2,100
526420	Postage		125		0		125
526440	Delivery Services		200		0		200
526500	Travel		21,300		0		21,300
526700	Temporary Help Services		2,080		0		2,080
526800	Training, Tuition, Conferences		4,640		0		4,640
528100	License, Permits, Payments to Other Agencies		0		10,000		10,000
529500	Meetings		5,800		0		5,800
529800	Miscellaneous		1,200		0		1,200
Total Materials & Services			69,532		10,000		79,532
TOTAL EXPENDITURES		5.00	412,780	0.00	10,000	5.00	422,780

General Expenses

Total Interfund Transfers			3,202,270		0		3,202,270
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		500,000		(10,000)		490,000
599990	Unappropriated Fund Balance		267,665		0		267,665
Total Contingency and Unappropriated Balance			767,665		(10,000)		757,665
TOTAL EXPENDITURES		16.00	5,915,414	0.00	0	16.00	5,915,414

Exhibit B
Schedule of Appropriations
Ordinance No. 93-507

	Current Appropriation	Revision	Proposed Appropriation
GENERAL FUND			
Council			
Personal Services	987,165	0	987,165
Materials & Services	149,546	0	149,546
Capital Outlay	4,000	0	4,000
<u>Subtotal</u>	<u>1,140,711</u>	<u>0</u>	<u>1,140,711</u>
Executive Management			
Personal Services	343,248	0	343,248
Materials & Services	69,532	10,000	79,532
Capital Outlay	0	0	0
<u>Subtotal</u>	<u>412,780</u>	<u>10,000</u>	<u>422,780</u>
Office of Government Relations			
Personal Services	67,538	0	67,538
Materials & Services	74,450	0	74,450
<u>Subtotal</u>	<u>141,988</u>	<u>0</u>	<u>141,988</u>
Special Appropriations			
Materials & Services	250,000	0	250,000
<u>Subtotal</u>	<u>250,000</u>	<u>0</u>	<u>250,000</u>
General Expenses			
Interfund Transfers	3,202,270	0	3,202,270
Contingency	500,000	(10,000)	490,000
<u>Subtotal</u>	<u>3,702,270</u>	<u>(10,000)</u>	<u>3,692,270</u>
Unappropriated Balance	267,665	0	267,665
Total Fund Requirements	5,915,414	0	5,915,414

All Other Appropriations Remain As Previously Adopted

Meeting Date: August 12, 1993
Agenda Item No. 5.3

ORDINANCE NO. 93-508

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 93-508 FOR THE PURPOSE OF AMENDING THE FY 1993-94 BUDGET TO PAY FOR CLERICAL SUPPORT TO SUPPORT THE METRO TAX STUDY COMMITTEE.

DATE: August 4, 1993

Presented by: Craig Prosser

PROPOSED ACTION

This ordinance amends the FY 93-94 budget to transfer \$11,626 from the Support Services Fund contingency to the Finance and Management Information Department, Financial Planning Division to pay for temporary clerical support to support the Metro Tax Study Committee.

FACTUAL BACKGROUND AND ANALYSIS

The Metro Tax Study Committee was created on June 24, 1993, by Resolution No. 93-1813A to review new revenue options for Metro. The committee is required to complete its work and report back to the Council by November 15, 1993. Support for the committee is provided by the Financial Planning Division of the Finance and Management Information Department.

The workload generated by the committee is significant. The full committee has met three times, and the committee has now broken into three subcommittees to pursue elements of the scope of work. Support for the committee and its subcommittees includes the preparation and distribution of informational and analytical materials, arranging meetings and meeting agendas, providing public notice of all meetings, keeping minutes of committee discussions, and arranging public hearings. This workload cannot be absorbed by existing staff.

The attached ordinance adds funds to the Financial Planning Division of the Finance and Management Division to hire a temporary clerical worker between now and December 31, 1993. This temporary worker will be used to relieve the existing division secretary of her workload during this period, allowing her to support the Metro Tax Study Committee. The temporary position is needed until December 31, 1993, to allow time to complete the work of the committee, prepare and distribute the final report, and close the committee files. The appropriation transfer includes the cost of the position and rental of a computer and software.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 93-508.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING ORDINANCE)
NO. 93-487A REVISING THE FY 1993-94)
BUDGET AND APPROPRIATIONS)
SCHEDULE FOR THE PURPOSE OF)
TRANSFERRING \$11,626 FROM THE)
SUPPORT SERVICES FUND)
CONTINGENCY TO FUND 0.42 FTE)
TEMPORARY ASSISTANCE AND RELATED)
MATERIALS & SUPPLIES IN THE FINANCE)
AND MANAGEMENT INFORMATION)
DEPARTMENT)

ORDINANCE NO. 93-508

Introduced by Rena Cusma,
Executive Officer

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1993-94 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 METRO COUNCIL HEREBY ORDAINS:

1. That Ordinance No. 93-487A, Exhibit B, FY 1993-94 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 purpose of transferring \$11,626 from the Support Services Fund Contingency to the Finance and Management Information Department to fund 0.42 FTE temporary assistance and related materials and supplies.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1993.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

**Exhibit A
Ordinance No. 93-508**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<u>For Information Only</u>							
Finance & Management Information (Financial Planning)							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Senior Director	0.30	21,542		0	0.30	21,542
	Senior Manager	1.00	62,055		0	1.00	62,055
	Principal Administrative Services Analyst	1.00	49,089		0	1.00	49,089
	Senior Administrative Services Analyst	1.00	51,052		0	1.00	51,052
	Associate Administrative Services Analyst	2.00	79,072		0	2.00	79,072
	Associate Services Supervisor	0.25	8,749		0	0.25	8,749
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	1.00	24,265		0	1.00	24,265
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary Administrative Support	0.13	2,400	0.42	9,370	0.55	11,770
511400	OVERTIME		360				360
512000	FRINGE		114,196		1,031		115,227
Total Personal Services		6.68	412,780	0.42	10,401	7.10	423,181
<u>Materials & Services</u>							
521100	Office Supplies		1,000		0		1,000
521110	Computer Software		1,070		500		1,570
521111	Computer Supplies		792		0		792
521240	Graphics/Reprographic Supplies		500		0		500
521310	Subscriptions		920		0		920
521320	Dues		4,350		0		4,350
524190	Misc. Professional Services		36,000		0		36,000
525710	Equipment Rental		0		725		725
526200	Ads & Legal Notices		450		0		450
526310	Printing Services		2,600		0		2,600
526320	Typesetting & Reprographics Services		500		0		500
526440	Delivery Services		550		0		550
526500	Travel		5,000		0		5,000
526800	Training, Tuition, Conferences		4,400		0		4,400
529500	Meetings		300		0		300
Total Materials & Services			58,432		1,225		59,657
Total Capital Outlay			6,500		0		6,500
TOTAL EXPENDITURES		6.68	477,712	0.42	11,626	7.10	489,338

**Exhibit A
Ordinance No. 93-508**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Finance & Management Information Department							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Senior Director	1.00	71,808		0	1.00	71,808
	Senior Manager	2.00	124,110		0	2.00	124,110
	Managers	1.00	52,118		0	1.00	52,118
	Senior Program Supervisor	3.00	144,102		0	3.00	144,102
	Program Supervisor	1.00	43,756		0	1.00	43,756
	Principal Administrative Services Analyst	1.00	49,089		0	1.00	49,089
	Senior Administrative Services Analyst	1.00	51,052		0	1.00	51,052
	Associate Administrative Services Analyst	2.00	79,072		0	2.00	79,072
	Associate Services Supervisor	1.00	34,995		0	1.00	34,995
	Asst. Management Analyst	2.00	63,917		0	2.00	63,917
	D.P. Systems Analyst	3.00	120,013		0	3.00	120,013
	D.P. Operations Analyst	2.00	70,744		0	2.00	70,744
	D.P. Programmer/Analyst	1.00	37,847		0	1.00	37,847
	Senior Accountant	3.00	131,484		0	3.00	131,484
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	3.00	74,252		0	3.00	74,252
	Office Assistant	1.00	20,063		0	1.00	20,063
	Lead Accounting Clerk	4.00	106,508		0	4.00	106,508
	Accounting Clerk 2	7.00	175,954		0	7.00	175,954
	Program Assistant 1	1.00	21,866		0	1.00	21,866
	D.P. Operator	1.00	29,668		0	1.00	29,668
	D.P. Technical Specialist	2.00	59,336		0	2.00	59,336
	Reproduction Clerk	1.00	27,515		0	1.00	27,515
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary Administrative Support	1.00	18,867	0.42	9,370	1.42	28,237
511400	OVERTIME		5,810				5,810
512000	FRINGE		614,585		1,031		615,616
Total Personal Services		45.00	2,228,531	0.42	10,401	45.42	2,238,932
<u>Materials & Services</u>							
521100	Office Supplies		44,961		0		44,961
521110	Computer Software		33,552		500		34,052
521111	Computer Supplies		20,580		0		20,580
521240	Graphics/Reprographic Supplies		500		0		500
521260	Printing Supplies		57,000		0		57,000
521290	Other Supplies		1,700		0		1,700
521291	Packing Materials		400		0		400
521292	Small Tools		700		0		700
521310	Subscriptions		6,356		0		6,356
521320	Dues		6,950		0		6,950
521540	Maintenance & Repairs Supplies-Equipment		3,000		0		3,000
524110	Accounting & Auditing Services		56,000		0		56,000
524190	Misc. Professional Services		52,000		0		52,000
524210	Data Processing Services		12,200		0		12,200
524310	Management Consulting Services		22,500		0		22,500
525640	Maintenance & Repairs Services-Equipment		173,849		0		173,849
525710	Equipment Rental		0		725		725
526200	Ads & Legal Notices		700		0		700
526310	Printing Services		6,900		0		6,900
526320	Typesetting & Reprographics Services		500		0		500
526410	Telephone		1,200		0		1,200
526420	Postage		108,000		0		108,000
526440	Delivery Services		1,200		0		1,200
526500	Travel		22,888		0		22,888

**Exhibit A
Ordinance No. 93-508**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Finance & Management Information Department (continued)							
526700	Temporary Help Services		9,213		0		9,213
526800	Training, Tuition, Conferences		22,250		0		22,250
526900	Misc Other Purchased Services		28,900		0		28,900
528100	License, Permits, Payments to Other Agencies		200		0		200
529500	Meetings		400		0		400
529800	Miscellaneous		1,400		0		1,400
525740	Capital Lease Payments-Furniture & Equipment		97,717		0		97,717
Total Materials & Services			793,716		1,225		794,941
Total Capital Outlay			77,891		0		77,891
TOTAL EXPENDITURES		45.00	3,100,138	0.42	11,626	45.42	3,111,764

General Expenses

Total Interfund Transfers			579,671		0		579,671
Contingency and Unappropriated Balance							
599999	Contingency						
	• General		255,000		(11,626)		243,374
	• Builders License		23,165		0		23,165
599990	Unappropriated Fund Balance-Contractors License		151,566		0		151,566
Total Contingency and Unapp. Balance			429,731		(11,626)		418,105
TOTAL EXPENDITURES		84.30	6,802,525	0.42	0	84.72	6,802,525

Exhibit B
Schedule of Appropriations
Ordinance No. 93-508

	Current Appropriation	Revision	Proposed Appropriation
SUPPORT SERVICES FUND			
Finance and Management Information			
Personal Services	2,228,531	10,401	2,238,932
Materials & Services	793,716	1,225	794,941
Capital Outlay	77,891	0	77,891
Subtotal	3,100,138	11,626	3,111,764
Regional Facilities			
Personal Services	551,748	0	551,748
Materials & Services	312,436	0	312,436
Capital Outlay	5,000	0	5,000
Subtotal	869,184	0	869,184
Personnel			
Personal Services	534,856	0	534,856
Materials & Services	59,646	0	59,646
Capital Outlay	6,675	0	6,675
Subtotal	601,177	0	601,177
Office of General Counsel			
Personal Services	434,876	0	434,876
Materials & Services	23,715	0	23,715
Capital Outlay	0	0	0
Subtotal	458,591	0	458,591
Public Affairs			
Personal Services	669,686	0	669,686
Materials & Services	91,247	0	91,247
Capital Outlay	3,100	0	3,100
Subtotal	764,033	0	764,033
General Expenses			
Interfund Transfers	579,671	0	579,671
Contingency	278,165	(11,626)	278,165
Subtotal	857,836	0	857,836
Unappropriated Balance	151,566	0	151,566
Total Fund Requirements	6,802,525	11,626	6,814,151

All Other Appropriations Remain As Previously Adopted

Meeting Date: August 12, 1993
Agenda Item No. 5.4

ORDINANCE NO. 93-509

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 93-509 FOR THE PURPOSE OF AMENDING THE METRO CODE RELATING TO THE COLLECTION OF USER FEES AND EXCISE TAXES FROM FRANCHISED AND OTHER DESIGNATED SOLID WASTE FACILITIES.

Date: August 4, 1993

Presented by: Jennifer Sims

PROPOSED ACTION

This ordinance amends chapters 5 and 7 of the Metro Code related to remittance of solid waste user fees and excise tax to increase consistency of finance charges, terms, and administration of policies with existing credit policy.

FACTUAL BACKGROUND AND ANALYSIS

User fees and excise taxes due on services at solid waste facilities are reported together on the same form. Interest and penalties have been collected on overdue excise tax, but not on overdue user fees. This ordinance deletes the interest and late penalties on overdue excise tax and instead applies a finance charge uniformly to both overdue user fees and overdue excise taxes.

The Executive Officer has had the authority, if deemed necessary to ensure payment or facilitate collection of fees by the District in an individual case, to require returns and payment of excise tax more frequently than monthly. This identical authority is granted for solid waste user fees.

The ability to eliminate liability by a franchised or other designated solid waste facility for uncollectable user fees and excise tax has been further restricted. The liability can not be eliminated unless a documented good faith effort has been made to collect the account and the underlying account is also uncollectible. This provides Metro with its proportional share of any partially collected account. In addition Metro receives its proportional share of any funds received by a franchised or designated solid waste facility after an initial write-off.

Interest at one and one half percent per month has been replaced by a finance charge of one and one half percent applied monthly on a specified date. This is now consistent with other Metro credit policies and makes it clear that calculations by the day will not be made.

Finance fees are applied to overdue excise tax, user fees, and other fees, but not to prior finance fees. This is consistent with other Metro credit policies.

The definition of when a payment is considered received is clarified.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 93-509.

JS:RSR:rsr

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE)
METRO CODE RELATING TO THE)
COLLECTION OF USER FEES AND)
EXCISE TAXES FROM FRANCHISED)
AND OTHER DESIGNATED SOLID)
WASTE FACILITIES)

ORDINANCE NO. 93-509
Introduced by Rena Cusma,
Executive Officer

Whereas, Metro Code provisions relating to remittance of user fees and excise taxes by franchised and other designated solid waste facilities are not consistent; and

Whereas, Amendment of the Metro Code to standardize credit policy and payment schedules for franchised and other designated facilities will improve administration of the Code; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Metro Code Section 5.01.130 is amended to read:

"5.01.130 Administrative Procedures for Franchisees:

(a) Unless otherwise specified by the Executive Officer, the following accounting procedure shall be used for charging, collecting and recording fees and charges:

- (1) Fees and charges shall be charged on the basis of tons of waste received where weighing is practicable or on the basis of estimated cubic yards of waste received where weighing is not practicable. Either a mechanical or automatic scale approved by the National Bureau of Standards and State of Oregon may be used for weighing waste.
- (2) Fees and charges collected in cash shall be separately recorded on a multi-total cash register. The franchisee shall total the fees and charges separately at the end of each business day as recorded on the cash register and reconcile that total with the actual cash in the register drawer. Cash receipts shall be deposited daily in a bank account. The franchisee shall reconcile the bank account each month.
- (3) Cash receipts of payments on accounts receivable shall be recorded as mail is opened and reconciled to the daily bank deposit.
- (4) Where a fee or charge is levied and collected on an accounts receivable basis, pre-numbered tickets shall be used in numerical sequence. The numbers of the tickets shall be accounted for daily and any voided or canceled tickets shall be retained.

(b) Each month at the time of payment, the franchisee must file with the Executive Officer, a statement including without limitation the following information:

- (1) Name and address of the franchisee.
- (2) District registration number.
- (3) Month and year of each report.
- (4) Number of truckloads received daily.
- (5) Daily number of cars, pickups, trailers, and other small hauling vehicles.
- (6) Total number of cubic yards/tons of solid wastes received daily during the month, classified among compacted, non-compacted, minimum loads and special loads.
- (7) Detailed explanation of any adjustments made to the amount of fees paid pursuant to Section 5.01.150(e).
- (8) Signature and title of the franchisee or its agent. Misrepresentation of any information required above shall be grounds for suspension, modification, revocation or refusal to renew a franchise or penalties as provided in Section 5.01.210.

(c) Every franchisee shall keep such records, receipts or other pertinent papers and information in such form as the District may require. The Executive Officer, or his authorized agent in writing, may examine during reasonable business hours the books, papers, records and equipment of any operator and may make such investigations as may be necessary to verify the accuracy of any return made, or if no return is made by the franchisee, to ascertain and determine the amount required to be paid.

~~(d) Fees and charges owing to the District from the franchisee which are not paid when due shall bear a late charge equal to one and one-half percent (1-1/2%) of the amount unpaid for each month or portion thereof such fees or charges remain unpaid.~~

(d) Excise taxes and finance charges on excise taxes owing to the District shall be paid as specified in Metro Code Chapter 7.01. User fees, finance charges on user fees and other charges owing to Metro shall be paid as specified in Metro Code Section 5.02.055.

(e) The Executive Officer, if deemed necessary to ensure payment or facilitate collection of fees by the District in an individual case, may require returns and payment of fees more frequently than monthly."

Section 2. Metro Code Section 5.01.150 is amended to read:

"5.01.150 User Fees:

(a) Notwithstanding Section 5.01.040(a)(2) of this chapter, the Council will set User Fees annually, and more frequently if necessary, which fees shall apply to processing facilities, transfer stations, resource recovery facilities or disposal sites which are owned, operated, or franchised by the District or which are liable for payment of User Fees pursuant to a special agreement with the District. User Fees shall not apply to wastes received at franchised facilities that accomplish materials recovery and recycling as a primary operation. User fees shall not apply to wastes received at franchised facilities that treat petroleum contaminated soil to applicable DEQ standards. Notwithstanding any other provision of this Code, user fees shall apply to petroleum contaminated soils disposed of by landfilling.

(b) User Fees shall be in addition to any other fee, tax or charge imposed upon a processing facility, transfer station, resource recovery facility or disposal site.

(c) User Fees shall be separately stated upon records of the processing facility, transfer station, resource recovery facility or disposal site.

~~(d) User Fees shall be paid to the District on or before the 20th day of each month following each preceding month of operation.~~

~~(d) User fees and finance charges on user fees shall be paid as specified in Metro Code Section 5.02.055.~~

(e) There is no liability for User Fees on charge accounts that are worthless and charged off as uncollectible, provided that an affidavit is filed with the District stating the name and amount of each uncollectible charge account and documenting good faith efforts that have been made to collect the accounts. User fees may not be deemed uncollectible unless the underlying account is also uncollectible. If the fees have previously been paid, a deduction may be taken from the next payment due to the District for the amount found worthless and charged off. If any such account is thereafter collected, in whole or in part, the amount so collected shall be included in the first return filed after such collection, and the fees shall be paid with the return.

(f) All User Fees shall be paid in the form of a remittance payable to the District. All User Fees received by the District shall be deposited in the Solid Waste Operating Fund and used only for the administration, implementation, operation and enforcement of the Solid Waste Management Plan."

Section 3. The following Section 5.02.055 is added to and made part of Metro Code Chapter 5.02:

"5.02.055 Remittance to Metro of User Fees and Other Charges by Franchisees and Other Designated Facilities:

(a) Franchisees and other operators of facilities designated to receive waste under Code Section 5.05.030 shall remit user fees and charges other than excise taxes to Metro as specified in this section.

(b) User fees shall accrue on a monthly basis, and shall be remitted to Metro by the fifteenth day of the month for waste disposed of in the preceding month. User fees and other charges are considered to be delinquent if not received by Metro on or before the due date, by personal delivery to the Metro Department of Finance and Management Information during business hours or, if delivered by mail, by receipt in Metro's mail room. If the due date falls on a holiday or weekend, amounts are delinquent at the end of the first business day that follows.

(c) A finance charge of one and one-half percent shall be assessed on all delinquent user fees and other charges. For user fees, the finance charge shall be assessed on the last day of the month in which they are due, and on the last day of each month thereafter, until paid. For other charges, the finance charge shall be assessed fifteen days after the due date, and on the same day of each subsequent month, until paid. Finance charges will be assessed only on unpaid delinquent balances, and not on previously assessed finance charges, and will continue to be assessed on negotiated repayment schedules. Payments will be applied first to finance charges and then to the oldest delinquent amount."

Section 4. Metro Code Section 7.01.030 is amended to read:

"7.01.030 Collection of Tax by Operator; Rules for Collection:

(a) Every operator, unless specifically exempted under the terms of this Chapter, shall collect a tax from users as provided for in Section 7.01.020.

(b) The operator shall report the tax to the District consistent with the operator's basis of accounting, cash or accrual, except in the case of an operator of a solid waste facility. Solid Waste Facility operators shall report accrued revenue and excise tax calculated based upon loads or tons deposited at the site at the time of receipt of waste.

(c) For the purpose of reporting the tax owed to the District and notwithstanding the provisions of Section 7.01.040, the tax shall be presumed to be included in the amount imposed by the operator so that the excise tax shall be computed in such amount that the total charged shall equal the amount of compensation owed to the operator plus the excise tax owed to the District at the rate established herein.

(d) The District shall provide the operator with a blank return and instructions that shall be used by the operator to report the excise tax owing to the District. The amount of excise tax due shall be paid when the return is filed as provided for in Section 7.01.070.

~~(e) Adjustments may be made for uncollectibles when they are recognized by the operator as uncollectible, and can be sufficiently documented to show a good faith collection effort. There is no liability for excise taxes on charge accounts that are worthless and charged off as uncollectible, provided that an affidavit is filed with the District stating the name and amount of each uncollectible charge account and documenting good faith efforts that have been made to collect the accounts. Excise taxes may not be deemed uncollectible unless the underlying account is also uncollectible. If the taxes have previously been paid, a deduction may be taken from the next payment due to the District for the amount found worthless and charged off. If any such account is thereafter collected, in whole or in part, the amount so collected shall be included in the first return filed after such collection, and the taxes shall be paid with the return.~~

~~(f) Installment payments of tax paid by the operator to the District shall be applied to the oldest tax, and interest and penalties that have been merged with the tax as set forth in Section 7.01.080 first to finance charges and penalties, and then to the oldest delinquent taxes.~~

(g) The Executive Officer shall enforce provisions of this Chapter and shall have the power to adopt rules and regulations not inconsistent with this Chapter as may be necessary to aid in the enforcement. Prior to the adoption of rules and regulations, the Executive Officer shall give public notice of intent to adopt rules and regulations, provide copies of the proposed rules and regulations to interested parties, and conduct a public hearing on the proposed rules and regulations. Public notice shall be given when rules and regulations have been finally adopted. Copies of current rules and regulations shall be made available to the public upon request. It is a violation of this Code to violate rules and regulations duly adopted by the Executive Officer."

Section 5. Metro Code Section 7.01.070 is amended to read:

"7.01.070 Due Date: Returns and Payments:

(a) The tax shall be collected from the operator by the District as provided for in Section 7.01.030. All amounts of such taxes reported by any operator are due and payable to the District on the 15th day of each month for the preceding month; and are delinquent ~~on the last day of the month in which they are due~~ if not received by Metro as specified in ~~subsection (d) of this section by the due date.~~ If the ~~last day of the month due date~~ falls on a holiday or weekend, amounts are delinquent ~~on~~ at the end of the first business day that follows. The initial return under this Chapter may be for less than a full month preceding the due date; ~~Thereafter,~~ returns shall be made for the applicable monthly period.

(b) On or before the 15th day of the month following each month of operation of a District facility, a return for the preceding month's tax shall be filed with the Executive

Officer. The return shall be filed in such form as the Executive Officer may prescribe by every operator liable for payment of tax.

(c) Returns shall show the amount of tax due for the related period. The Executive Officer may require returns to show the total receipts upon which tax was collected or otherwise due, gross receipts of the operator for such period and an explanation in detail of any discrepancy between such amounts; and the amount of receipts exempt, if any.

(d) The person required to file the return shall deliver the return, together with the remittance of the amount of the tax due, to the Executive Officer Metro Department of Finance and Management Information, either by personal delivery or by mail. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies. Payment is considered to be delinquent if not received by Metro on or before the due date, by personal delivery to the Metro Department of Finance and Management Information during business hours or, if delivered by mail, by receipt in Metro's mail room.

~~(e) For good cause, the Executive Officer may extend for not to exceed one (1) month the time for making any return or payment of tax. No further extension shall be granted, except by the Executive Officer. Any operator to whom an extension is granted shall pay interest at the rate of 1.25 percent (1.25%) per month on the amount of tax due without proration for a portion of a month. If a return is not filed, and the tax and interest due is not paid by the end of the extension granted, then the interest shall be added to the tax due for computation of penalties described elsewhere in this Chapter.~~

~~(e)~~ (e) The Executive Officer, if deemed necessary in order to ensure payment or facilitate collection by the District of the amount of taxes in any individual case, may require returns and payment of the amount of taxes more frequently than monthly periods."

Section 6. Metro Code Section 7.01.080 is amended to read:

"7.01.080 Penalties and Interest Finance Charges:

~~(a) Original delinquency. Any operator who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this Chapter prior to delinquency shall pay a penalty of ten percent (10%) of the amount of the tax due in addition to the amount of the tax.~~

~~(b) Continued delinquency. Any operator who has not been granted an extension of time for remittance of tax due, and who failed to pay any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax due plus the amount of the ten percent (10%) penalty first imposed.~~

~~(e)~~ (a) Fraud. If the Executive Officer determines that the nonpayment of any remittance due under this Chapter is due to fraud or intent to evade the provisions thereof, a

penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in paragraphs (a) and (b) of this Section.

~~(d)(b) Interest Finance Charges.~~ In addition to ~~the any~~ penalties imposed, ~~any operator who fails to remit any tax imposed by this Chapter shall pay interest at the rate of 1.25 percent (1.25%) per month or fraction thereof without proration for portions of a month, on the amount of the tax due from the date on which the remittance first became delinquent until paid. Interest shall be compounded monthly.~~ a finance charge of one and one-half percent shall be assessed on all delinquent taxes required to be remitted by an operator under this chapter. Finance charges shall be assessed on the last day of the month in which taxes are due, and on the last day of each month thereafter, until paid. Finance charges will be assessed only on unpaid delinquent balances and penalties, and not on previously assessed finance charges, and will continue to be assessed on negotiated repayment schedules.

~~(e) Penalties and Interest merged with tax.~~ Every penalty imposed and such interest as accrues under the provisions of this Section shall be merged with and become a part of the tax herein required to be paid. If delinquency continues, requiring additional penalty and interest calculations, previously assessed penalty and interest are added to the tax due. This amount becomes the new base for calculating new penalty and interest amounts.

~~(f)(c) Petition for waiver.~~ Any operator who fails to remit the tax herein levied within the time herein stated shall pay the penalties and finance charges herein stated, provided, however, the operator may petition the Executive Officer for waiver and refund of the ~~penalty penalties and finance charges~~ or any portion thereof and the Executive Officer may, if a good and sufficient reason is shown, waive and direct a refund of the ~~penalty penalties or finance charges~~ or any portion thereof."

ADOPTED by the Metro Council this ____ day of _____, 1993.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

ds 1116

Meeting Date: August 12, 1993
Agenda Item No. 6.1

RESOLUTION NO. 93-1834

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 93-1834 FOR THE PURPOSE OF CONFIRMING AN APPOINTMENT TO THE TAX STUDY COMMITTEE AND CONFIRMING DESIGNATION OF THE CHAIR AND VICE CHAIR.

Date: August 6, 1993

Presented by: Jennifer Sims

PROPOSED ACTION

This resolution confirms the appointment of Michael Glanville as a member of the Tax Study Committee, confirms Wayne Atteberry as chairman of the Committee, and confirms Rebecca Marshall Chao as vice-chair.

FACTUAL BACKGROUND AND ANALYSIS

The Tax Study Committee was constituted by Ordinance No. 93-509. Mike Ragsdale was confirmed as chairman. Mr. Ragsdale has resigned from the position of chair and from the committee. The committee and its three subcommittees have meetings every week and is vigorously pursuing its assigned scope of work on a rapid time schedule. This resolution is to confirm the actions of The Executive Officer to replace the resigning member and designate a chairman and vice-chair.

The Executive Officer has appointed Michael Glanville as a new member of the committee. The Executive Officer has appointed the vice-chair, Wayne Atteberry, to become chairman. The Executive Officer has appointed committee member Rebecca Marshall Chao to become vice-chair.

A brief resume of Michael Glanville and a copy of the Tax Study Committee scope of work are attached.

JS:RSR:rsr

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING) RESOLUTION No. 93-1834
AN APPOINTMENT TO THE TAX)
STUDY COMMITTEE AND) Introduced by Rena Cusma,
CONFIRMING DESIGNATION OF THE) Executive Officer
CHAIR AND VICE-CHAIR)

WHEREAS, Resolution 93-1813A created the Tax Study Committee as required by the 1992 Metro Charter and confirmed members, chair, and vice-chair of the committee; and

WHEREAS, The chair has resigned from the from the Tax Study Committee; and

WHEREAS, Metro Code Chapter 2.13.030 provides, "If a vacancy occurs during the time a study committee is functioning, the position shall be filled in the same manner as the original appointment and confirmation"; now, therefore,

BE IT RESOLVED,

1. That the appointment to the Tax Study Committee, made by Executive Officer Rena Cusma, of Michael Glanville is hereby confirmed.
2. That the designation, made by the Executive Officer Rena Cusma, of Committee vice-chair Wayne Atteberry, as chairman of the Tax Study Committee is hereby confirmed.
3. That the designation, made by the Executive Officer Rena Cusma, of Committee member Rebecca Marshall Chao as vice-chair of the Tax Study Committee is hereby confirmed.

ADOPTED by the Metro Council this _____ day of _____ 1993.

Judy Wyers, Presiding Officer

TAX STUDY COMMITTEE SCOPE OF WORK

Purpose of Committee

The purpose of the Tax Study Committee is to consult with and provide advice to the Council on the adoption of any proposed new tax or taxes necessary to fund the functions, programs or activities identified below in this Scope of Work.

Funding Needs

The Tax Study Committee shall study the following Metro functions, programs or activities to determine operational funding needs:

1. Planning Functions
 - Transportation
 - Growth Management
 - Greenspaces
 - Emergency Management
 - Data Services
 - Other Special Projects and/or Studies
1. Regional Parks and Greenspaces Operations
1. General Government Operations
 - Executive Management
 - Council
 - Governmental Relations
 - Performance Auditor

In conducting the Study, the Committee shall in general terms identify levels of need considering Charter mandates, presently Council approved activities and/or plans and likely and possible future requirements. The needs identified in this phase shall be compared to projections of currently existing, authorized, and reasonably anticipated revenues to identify where any additional or different funding will be required.

The Committee shall not attempt to conduct an in-depth review or determination of all data and assumptions related to the projections of needs; rather, the Committee shall attempt to generally validate the information presented and shall use this data to inform itself as to the functions and requirements of Metro. The results of this review shall be

used as a basis for the Committee to identify and consider various revenue alternatives available to Metro.

Tax Revenue Possibilities

The Committee shall identify, analyze and make recommendations on tax sources which are appropriate to fund the functions, programs and activities listed above. The Committee shall consider as many potential tax sources as are reasonably possible. In the course of its study the Committee shall consider the following factors and shall report to the Council on the weight that these considerations were given in its final recommendations:

1. The dedication of revenue to specific activities vs. the acquisition of discretionary tax sources.
2. The cost or difficulty in administration of the tax source.
3. The identification of tax sources which can be used to implement policy goals (other than just raising revenue) vs. identification of policy neutral tax sources.
4. The relationship of this effort to other funding studies currently underway.

Public Process

The Committee shall function primarily as a study committee and as advisors to the Metro Council. All meetings of the Committee or any subcommittees that may be established shall be open to the public. The Committee shall conduct at least three public hearings during the course of its deliberations one in each of the three counties within the Metro region. The Committee may hold additional hearings as deemed necessary by the Chair of the Committee. The Committee may use subcommittees from time to time as necessary and as structured by the Committee Chair. The Committee Chair shall provide an oral progress report at the 2nd Council meeting each month beginning in July 1993.

Final Product/Report

The Committee shall submit a final written report to the Council no later than November 15, 1993. The report shall contain a summary of the process followed by the Committee; identify assumptions and criteria used; identify alternative tax sources studied; include significant findings and issues discussed; and contain the Committee's recommendations on tax source(s) to implement. The report may also include other matters and information as deemed appropriate by the Committee.

Committee Staff

The Department of Finance and Management Information shall have primary responsibility to provide staff support to the Committee.

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RESOLUTION NO. 93-1834

TAX STUDY COMMITTEE MEMBERSHIP REVISIONS

Wayne Atteberry, Chair

Rebecca Marshall Chao, Vice Chair

D. Michael Glanville (new appointment to committee)

D. Michael Glanville, CMB, president, director and stockholder, has been with the National Mortgage Company since January 1978. The prior ten years were spent with the mortgage and real estate department of the Equitable Life Assurance Society of the United States. His last position with Equitable was as assistant division manager of the Seattle office, where he was responsible for the mortgage production and servicing in Oregon, Washington, Alaska, Montana, Idaho, British Columbia and Alberta, Canada. He completed Equitable's two-year appraisal and loan underwriting program for income property, which included the major courses offered by the American Institute of Real Estate Appraisers.

Mike is past president and a past director of the Oregon Mortgage Bankers Association and is licensed as a real estate salesman and security salesman by the State of Oregon. He is a native of Portland and a graduate of Portland State University. In 1987 he was awarded the designation of Certified Mortgage Banker by the Mortgage Bankers Association of America.

Meeting Date: August 12, 1993
Agenda Item No. 7.2

RESOLUTION NO. 93-1792

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1792A, FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO AND THE MULTNOMAH COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF PROVIDING GENERAL INVESTIGATIVE SERVICES, ASSISTANCE IN SOLID WASTE FLOW CONTROL ENFORCEMENT AND ILLEGAL DUMP SITE CLEANUP

Date: August 5, 1993

Presented by: Councilor McLain

Committee Recommendation: At the August 3 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 93-1792A. Voting in favor: Councilors Buchanan, McFarland, McLain, Washington and Wyers.

BACKGROUND

The purpose of this resolution is to provide for an agreement with the Multnomah County Sheriff's Office to enhance Metro's flow control enforcement program and provide for cleanup of selected illegal dumpsites. The agreement will be entered into upon Council approval and will end on June 30, 1994.

FLOW CONTROL ENFORCEMENT

The agreement is divided into two components. First, the Multnomah County Sheriff's Office will make three officers available to Metro for the primary purpose of conducting flow control enforcement investigations. It was initially proposed that Clackamas, Multnomah and Washington County would each contribute one officer to the program, but further discussions among the affected sheriffs resulted in a revised proposal under which Multnomah County will contribute all three officers for the program. Through various existing cooperative agreements, these officers will have enforcement authority in Clackamas and Washington Counties.

Staff believes that at least some portion of the tonnage decline experienced in recent years can be attributed to persons engaged in illegal dumping or other activities that allow them to circumvent paying disposal fees. Staff contends that the presence of trained officers will improve flow control enforcement and act as a deterrent to future illegal activities.

Under the provisions of the agreement, the assigned officers would remain employees of the sheriff's office. But, Metro would retain the right to have any of the assigned officers removed and replaced by another officer. The officers will be stationed at Metro Regional Headquarters. The specific services to be provided by the officers include:

- 1) enforcement of all ordinances related to flow control investigation and waste management,

- 2) compliance-related surveillance of persons involved in solid waste collection, treatment and disposal,
- 3) background investigations of prospective solid waste vendors or contractors,
- 4) formal investigations of existing vendors or contractors at Metro's request, and
- 5) criminal intelligence briefings related to any involvement of the solid waste industry with organized crime.

It is anticipated that the Solid Waste Department will designate one of its staff to act as an enforcement coordinator. This individual will work with the Office of General Counsel to provide direction to the sheriff's office concerning the type, scope and nature of the investigations to be conducted.

The budget for this element of the agreement is \$322,233, including \$66,240 in startup costs and \$255,993 in ongoing costs. The major component of the startup costs is \$51,750 for equipment and vehicle purchases for the three officers. The major component of the ongoing costs is officer salaries and fringe benefits which will be approximately \$180,000 depending on the experience of the assigned officers.

ILLEGAL DUMPSITE CLEANUP

The second element of the agreement involves illegal dumpsite cleanup. The sheriff's office will provide an inmate work crew and a supervising corrections officers for Metro's use in cleaning up selected illegal dumpsites. This work crew would work in response to Metro requests for site cleanup. Staff indicates that it has a backlog of illegal sites that could keep the work crew busy throughout the length of the agreement.

Staff stated that priority will be given to cleaning up sites in which Metro has an investigatory interest. Staff also indicated that it will work with local governments and non-profit organizations that engage in cleanup activities to coordinate their activities and avoid duplication.

The budget for illegal dumpsite cleanup is \$114,672, including \$48,685 in startup costs and \$65,987 in ongoing costs. The startup costs include \$40,940 for equipment and vehicle purchase. A total of \$50,830 of the ongoing costs represent the salary and fringe benefits of the corrections officer who will supervise the work crew

COMMITTEE ISSUES/DISCUSSION

Initial discussion of the proposed agreement occurred during Council consideration of the FY 1993-94 budget. Limited information was available as the agreement had not been finalized.

As initially proposed, the agreement would have run from April 1993 through June 1994. The proposed budget was \$458,000. The Council approved this amount with a budget note which provided that when the agreement was submitted for consideration, the Council reserved the right to alter the scope, nature and budget of the agreement.

The agreement was submitted for consideration in late June. The Solid Waste Committee considered the agreement at its July 6, July 20 and August 3 meetings.

Numerous issues that had emerged during the budget deliberations were reviewed by the committee. These included:

Use of Civil (Internal) vs. Criminal (External) Staff. Questions were raised concerning the need to use criminal law enforcement officers for flow control enforcement or whether such enforcement work could be performed by Metro staff specifically hired for this purpose. Staff and representatives from the sheriff's office noted that law enforcement officers have special investigatory training, have the real authority to immediately arrest violators and are trained to deal with belligerent people in potentially dangerous situations. They also were doubtful about Metro's ability to hire qualified personnel and expressed concern about potential safety and liability issues if Metro personnel were directly involved in enforcement activities.

Program Management. Several councilors asked questions related to how the enforcement and illegal dumpsite programs would be managed internally. Staff responded that it intends to identify an existing staff person to act as a full-time program coordinator. This individual would receive reports of potential violations and conduct an initial evaluation. The coordinator would then work with department management and the Office of General Counsel to identify whether further action was needed and the type of enforcement action that might be sought. A determination would then be made concerning the potential involvement of the sheriff's staff.

Existing Contracted Investigative Staff. Metro currently contracts for solid waste investigative services. A question was raised concerning the current use and potential future use of this investigator. Staff indicated that many types of investigations required specialized skills that could best be provided by a trained law enforcement officer. Until the proposed agreement is approved and becomes operational, Metro would continue to use the contracted private investigator.

Current Availability of Sheriff's Office Investigative Services. A question was raised as to whether the criminal investigative services of the sheriff's office would not be available to Metro even if the agreement were not adopted. Representatives from the sheriff's office noted that, while such services are generally available, heavy office workload often requires that cases must be prioritized. Metro's requests would be competing with cases

involving violent crime, drugs and other serious offenses. In such cases, the sheriff's might not be able to respond to Metro's needs.

Illegal Dumpsite Cleanup. Some councilors expressed concern that the agreement could result in Metro becoming the sole entity responsible for illegal dumpsite cleanup in the region. Staff indicated that it was not its intent to respond to every request for dumpsite cleanup. The focus of the program would be on sites in which Metro has investigative interest and those sites that Metro staff has already identified as chronic and in need of cleanup.

RESOLUTION AMENDMENTS

At the August 3 meeting, staff presented a revised agreement that reflected reductions in the proposed budget for both the enforcement and illegal dumpsite cleanup components. The revisions were made because certain costs had been inadvertently counted as both startup and ongoing program costs. As a result, the total budget was reduced from the original request of \$458,000 to \$436,905. In addition, staff noted that the program would be starting later than expected and, therefore, certain ongoing costs will be less than originally forecasted. The committee adopted the revised budget and agreement.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)
AN INTERGOVERNMENTAL AGREE-)
MENT BETWEEN METRO AND THE)
MULTNOMAH COUNTY SHERIFF'S)
OFFICE FOR THE PURPOSE OF PRO-)
VIDING GENERAL INVESTIGATIVE)
SERVICES, ASSISTANCE IN SOLID)
WASTE FLOW CONTROL ENFORCE-)
MENT AND ILLEGAL DUMP SITE)
CLEANUP)

RESOLUTION NO. 93-1792 A

Introduced by: Rena Cusma
Executive Officer

WHEREAS, Metro has the responsibility and the authority for management of the Solid Waste Disposal System for the region, and

WHEREAS, The System has become increasingly complex over time with the closure of St. Johns Landfill and implementation of long haul disposal at Columbia Ridge Landfill, and

WHEREAS, The System has incurred significant added costs due to the transition from a local landfill to a regional landfill, and

WHEREAS, New transfer stations, designated facilities, and new alternatives in recycling have created the opportunity for more efficient waste handling and recycling, but at the same time have created opportunities for abuse of the system, and

WHEREAS, Metro established a Solid Waste Flow Control Ordinance, Chapter 5.05 as an adjunct to its Master Bond Ordinance in 1989 to ensure appropriate flows of solid waste to system facilities, and

WHEREAS, The Flow Control Ordinance provides a mechanism for enforcement against persons transporting and/or disposing of solid wastes at unauthorized facilities or unauthorized disposal points, and

WHEREAS, The challenges of flow control enforcement require integrated cooperative approaches with regional agencies, and

WHEREAS, Metro and the Multnomah County Sheriff's Office have negotiated with respect to a package of services proposed to be provided by the Multnomah County Sheriff's Office attached as Exhibit A to this Resolution, and

WHEREAS, Provision of the services offered by the Multnomah County Sheriff's Office will provide a high level of consistent, visible and necessary support to Metro's own flow control efforts, and

WHEREAS, All users of the Metro system facilities will benefit by consistent, fair and predictable enforcement of Metro's Flow Control Ordinance, and

WHEREAS, Metro will also benefit from a variety of other investigative services as well as cost effective illegal dump site clean-up to be provided under the new proposed agreement; and

WHEREAS, Metro and the Multnomah County Sheriff's Office have authority pursuant to that granted in ORS 190.010, *et seq.*, and ORS 206.345 to enter into cooperative intergovernmental agreements for mutual benefit of their respective constituents, and

WHEREAS, the package of services proposed to be provided by the Multnomah County Sheriff's Office is considered to be a benefit to and in the best interests of the health and welfare of the citizens of the Metro region.

BE IT RESOLVED,

The Executive Officer is authorized to enter into an intergovernmental agreement with the Multnomah County Sheriff's Office in conformity with that agreement attached to this resolution as Exhibit A.

ADOPTED by the Metro Council this _____ day of _____, 1993.

Judy Wyers, Presiding Officer

Exhibit A

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between MULTNOMAH COUNTY by and through the Multnomah County Sheriff's Office (COUNTY) and METRO, a metropolitan service district.

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to ORS 206.345; and

WHEREAS, METRO is a municipal corporation formed and operating under state law and the 1992 Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, METRO desires to contract with the COUNTY for the performance of certain law enforcement functions, related to METRO's purpose and authority, to be performed by the COUNTY through the Multnomah County Sheriff's Office (hereinafter "MCSO"); and

WHEREAS, the COUNTY through the MCSO is able and prepared to provide the services required by METRO under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

FLOW CONTROL INVESTIGATION

1. The COUNTY agrees to provide solid waste Flow Control and general investigative police service to METRO. Such police service shall include:
 - a) Enforcement of all duly enacted ordinances of METRO related to flow control investigation and waste management;
 - b) Random and directed surveillance of persons collecting, transporting, storing, treating and disposing of solid and liquid waste to ensure such persons are

complying with applicable laws relating to waste management;

- c) Background investigations of prospective vendors, contractors and subcontractors who enter into agreements with METRO to provide solid and liquid waste management services or are subject to Metro regulation by law or agreement. Such background investigations shall be subject to the restrictions and limitations imposed by law regarding the use of computerized criminal history information;
 - d) At METRO's request, investigation, case preparation, and prosecution assistance in cases involving offenses (including, but not limited to fraud, racketeering, and material breach of contract) allegedly committed by vendors, contractors, or subcontractors doing business with METRO or by facilities, firms or individuals subject to Metro regulation by law or agreement.
 - e) Criminal intelligence briefings on the waste management industry nationwide, statewide, and locally; specifically focusing upon any connection or relationship between industry participants and known elements of organized crime or other criminal activities.
 - f) Other general investigative work as requested by Metro.
2. In accordance with ORS 206.345 (2), the COUNTY and METRO agree that during the existence of this Agreement, the sheriff and the deputies of the sheriff shall exercise such authority as may be vested in them by law or by terms of this Agreement, including full power and authority to cite violators, arrest for violations of applicable criminal laws, and take other enforcement action for violations of all duly enacted ordinances of METRO relating to flow control and management.

ILLEGAL DUMPSITE CLEANUP — INMATE WORKCREWS

3. The COUNTY agrees to provide a supervised inmate work crew to clean up illegal dumpsites within the jurisdictional boundaries of METRO. Sites will only be cleaned up as requested by METRO, in writing, or by facsimile transmission. The COUNTY further agrees that:
- a) Each crew will be supervised by one or more corrections officers trained and experienced in managing inmate work crews;
 - b) Each work crew will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
 - c) Each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job.

d) Each work crew supervisor shall be directed to identify and retain through procedures designed to maintain a defensible chain of custody, any evidence that may lead to a successful prosecution of persons dumping waste illegally.

4. The COUNTY and METRO agree:

- a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
- b) The inmate work crew, including inmates and ASSIGNED PERSONNEL, shall not be required to clean-up any dump site where known or suspected hazardous materials are present; and
- c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

PERSONNEL MATTERS

- 5. The COUNTY agrees to provide for the performance of the duties hereunder two (2) FTE deputy sheriffs, one (1) FTE sergeant, and one (1) FTE corrections officer. These persons are hereinafter referred to as "ASSIGNED PERSONNEL." MCSO shall provide the sergeant and corrections officer. The COUNTY and METRO agree that one or more of the deputy sheriffs provided hereunder may be provided by a law enforcement agency other than MCSO. In such event, the other law enforcement agency hereinafter shall be referred to as a "PARTICIPATING AGENCY." For the purpose of this Agreement, one (1.0) FTE position means an employee who is regularly scheduled to work at least 40 hours per week.
- 6. The COUNTY agrees that the deputy sheriffs, sergeant, and corrections officer provided as ASSIGNED PERSONNEL shall be certified in their respective disciplines by the state's Board of Public Safety Standards and Training.
- 7. The COUNTY and METRO agree that the ASSIGNED PERSONNEL provided hereunder by MCSO or PARTICIPATING AGENCY shall be and remain employees of the COUNTY or PARTICIPATING AGENCY. The ASSIGNED PERSONNEL shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO. Metro shall nevertheless retain the right, upon request and for cause stated, to have Assigned Personnel removed from assignment under this Agreement and replaced by other Assigned Personnel meeting the requirements of this Agreement.

8. METRO does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.
9. The COUNTY shall maintain Workers' Compensation insurance coverage for ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
10. The COUNTY and METRO agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding ASSIGNED PERSONNEL under this Agreement shall be governed by the provisions of existing collective bargaining agreements between the ASSIGNED PERSONNEL's bargaining unit and their public employer.
11. The COUNTY and METRO agree that all labor disputes arising out of this Agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this Agreement, and the personnel rules of the COUNTY or PARTICIPATING AGENCY.
12. The COUNTY and METRO acknowledge that the ASSIGNED PERSONNEL will be absent from duty for various reasons, including but not limited to vacation, holiday, illness, injury, training, leave of absence, and administrative leave. The COUNTY and METRO also acknowledge that some employee absences are the result of paid leave that the ASSIGNED PERSONNEL earn and are entitled to take. The COUNTY and METRO also acknowledge that some employee absences are the result of actions taken by the employer, with or without the employee's consent. In accordance with the foregoing acknowledgments, the COUNTY and METRO agree:
 - a) Except as provided in subsection (b) below, the COUNTY will not be responsible or otherwise obligated to replace any ASSIGNED PERSONNEL who is absent due to paid accrued leave, including but not limited to: vacation, holiday, sick leave or who is absent while participating in training directly related to the services required by METRO. However, the COUNTY will make a good faith effort to schedule known, projected absences so as to minimize the impact on the COUNTY's ability to perform under this Agreement.
 - b) The COUNTY or PARTICIPATING AGENCY will replace any ASSIGNED PERSONNEL who is absent due to: 1) vacation time exceeding 10 days during the fiscal year; 2) employer action, including but not limited to training not related to or provided by this Agreement; 3) leave of absence granted at employer's discretion; 4) administrative leave; or 5) absence due to a job related injury covered by worker's compensation.

- c) In the event the COUNTY or PARTICIPATING AGENCY does not replace any ASSIGNED PERSONNEL pursuant to subsection (b) of this section, the COUNTY will not invoice METRO for those personnel costs.

OFFICE SPACE

13. METRO agrees to provide for the COUNTY's use sufficient office space, to include costs for utilities, including telephone service, at METRO's premises or at a site mutually agreed upon by the parties.

EQUIPMENT PURCHASE, USE AND DISPOSITION

14. This Agreement provides for purchase of materials and supplies for the COUNTY's use as provided hereunder. For the purpose of this Agreement, "materials" includes capital equipment with a unit cost of \$1,000 or more. "Supplies" includes any item with a unit cost of less than \$1,000.
15. The COUNTY agrees to purchase all materials and supplies in accordance with Exhibit A1, attached hereto and incorporated by reference herein.
16. The COUNTY and METRO agree that during the term of this Agreement all materials and supplies, including capital equipment, shall be under the exclusive control of the COUNTY for the COUNTY's use in performing its duties hereunder. The COUNTY and METRO further agree that upon termination of this Agreement, all remaining materials and supplies purchased hereunder, including capital equipment, shall be owned by METRO.
17. Notwithstanding the provisions of section 16, METRO hereby grants to the COUNTY an option to purchase from METRO any or all remaining materials and supplies at a price mutually agreed upon by the parties, not to exceed the fair market value of the item at the time of purchase. The COUNTY agrees to give METRO notice of the COUNTY's intent to exercise its option under this section within 60 days following termination of this Agreement.

CONTRACT COSTS

18. METRO shall pay COUNTY for all costs, services performed and materials delivered in the maximum sum of FOUR HUNDRED THIRTY SIX THOUSAND NINE HUNDRED FIVE AND NO/100THS DOLLARS (\$436,905.00). This maximum sum includes all fees, costs and expenses of whatever nature to which COUNTY may become entitled under this Agreement. All costs listed on Exhibit A1, which is the budget for the project prepared by COUNTY, are on a "not to exceed" basis, and shall be billed quarterly for

costs incurred, services performed and materials delivered during the previous quarter. COUNTY shall submit itemized billings to Metro not more frequently than once each calendar year quarter, and Metro shall make payment to Contractor within 30 days of receipt of approved billings.

18-1 METRO shall pay COUNTY the maximum sum of ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED TWENTY-FIVE AND NO/100THS DOLLARS (\$114,925.00) for all costs identified as "start up costs" on Exhibit A1.

18-2 METRO shall pay COUNTY the maximum sum of THREE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED EIGHTY AND NO/100THS DOLLARS (\$321,980.00) for all costs incurred, services performed and materials delivered between July 1, 1993 and June 30, 1994.

INDEMNIFICATION AND LIABILITY

19. The COUNTY shall indemnify, defend and hold harmless METRO, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the ASSIGNED PERSONNEL acting pursuant to the terms of this Agreement.
20. METRO in turn agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees and agents, including ASSIGNED PERSONNEL; from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts errors or omissions of METRO or its assignees.

DISPUTE RESOLUTION

21. While the parties have attempted to make an Agreement anticipating and addressing their concerns, METRO and the COUNTY acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. METRO and the COUNTY agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.
22. METRO and the COUNTY agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

23. The Multnomah County Sheriff or his designated representative will represent the COUNTY in all matters pertaining to administration of this Agreement.
24. METRO designates its Solid Waste Director to represent METRO in all matters pertaining to administration of this Agreement.
25. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Solid Waste Director, METRO
600 N.E. Grand Avenue
Portland, OR 97232

CONTRACT MODIFICATION AND TERMINATION

26. This Agreement shall be effective from the 1st day of July, 1993, and shall run through the 30th day of June, 1994.
27. METRO and the COUNTY agree that in the event either party to this Agreement desires to renew this contract after the expiration thereof, they shall notify the other party within 90 days prior to its expiration.
28. METRO and the COUNTY agree that either party to this Agreement may terminate said Agreement by giving the other party not less than 90 days written notice.
29. METRO and the COUNTY agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both METRO and the COUNTY.

30 This Agreement is not intended to benefit any individual, employee, group of employees, corporation or other legal entity other than the parties to this Agreement. This Agreement shall not be deemed to vest in any third party any rights, nor shall it be deemed to be enforceable by any third party in any legal, equitable or administrative proceeding whatsoever.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

METRO

MULTNOMAH COUNTY, OREGON

Rena Cusma, Executive Officer

Bob Skipper, Sheriff

DATE: _____

DATE: _____

REVIEWED:
Laurence Kressel,
Multnomah County Counsel

DATE: _____

s:\(ck)\lb\mcsometr.iga
July 30, 1993

AMENDED "EXHIBIT A1"
 Metro Solid Waste Department - Flow Control Enforcement Contract

SOLID WASTE FLOW CONTROL MANAGEMENT INVESTIGATION

	Startup Costs	FTE	Ongoing Costs	Total FY 1993-94
Personal Services				
Sergeant	\$0	1.00	\$41,136	\$41,136
Fringes	\$0		\$22,781	\$22,781
Total Personal Services	\$0	1.00	\$63,917	\$63,917
Materials and Services				
Misc. Professional Services	\$2,640		\$7,430	\$10,070
Printing Services	\$0		\$3,096	\$3,096
Communications	\$1,050		\$2,728	\$3,778
Repair & Maint. Services	\$0		\$13,848	\$13,848
Clothing and Uniforms	\$800		\$0	\$800
Training and Education	\$0		\$619	\$619
Travel	\$6,000		\$15,480	\$21,480
Computer Supplies	\$1,800		\$0	\$1,800
Other Operations Supplies	\$2,200		\$2,740	\$4,940
Total M&S	\$14,490		\$45,941	\$60,431
Capital Outlay				
Office Furniture & Equipment	\$5,550		\$3,096	\$8,646
Equipment and Vehicles	\$46,200			\$46,200
Total Capital Outlay	\$51,750		\$3,096	\$54,846
Pass-through Costs/Other Agencies	\$0	2.00	\$137,524	\$137,524
Transfer of indirect Costs	\$0		\$5,515	\$5,515
TOTAL BUDGET - FLOW CONTROL	\$66,240	3.00	\$255,993	\$322,233
ILLEGAL DUMP SITE CLEAN UP				
Personal Services				
Corrections Officer	\$0	1.00	\$32,430	\$32,430
Fringes	\$0		\$18,400	\$18,400
Total Personal Services	\$0	1.00	\$50,830	\$50,830
Materials and Services				
Misc. Professional Services	\$1,040		\$1,077	\$2,117
Repair & Maint. Services/Supplies	\$0		\$7,920	\$7,920
Clothing and Uniforms	\$1,300		\$0	\$1,300
Other Operations Supplies	\$1,500		\$867	\$2,367
Total M&S	\$3,840		\$9,864	\$13,704
Capital Outlay				
Equipment and Vehicles	\$40,940		\$0	\$40,940
Transfer of Indirect Costs	\$3,905		\$5,293	\$9,198
TOTAL BUDGET - ILLEGAL CLEANUP	\$48,685	1.00	\$65,987	\$114,672
TOTAL OF BOTH PROGRAMS	\$114,925	4.00	\$321,980	\$436,905

Meeting Date: August 12, 1993
Agenda Item No. 7.1

RESOLUTION NO. 93-1828

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1828, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH WEIGHT-TRONIX, INC. FOR MAINTENANCE OF SCALES AT METRO SOLID WASTE DISPOSAL FACILITIES

Date: July 21, 1993

Presented by: Councilor Washington

Committee Recommendation: At the July 20 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 83-1828. Voting in favor: Councilors Buchanan, McFarland, McLain, Washington and Wyers.

Committee Issues/Discussion: Sam Chandler, Solid Waste Facilities Manager, explained that the purpose of the resolution was to authorize a contract for scale maintenance at the transfer stations. He indicated the Weight-Tronix is the present contractor. The company has provided an excellent level of service and their proposed bid was 25% lower than the next lowest bidder.

Councilor McLain asked about scale facilities that are located near the transfer stations that haulers use to verify the readings from the Metro scales. Chandler indicated that Metro has not received any complaints about the scales. He noted that they are calibrated on a monthly basis and their accuracy is checked on a daily basis.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 93-1828
THE EXECUTIVE OFFICER TO EXECUTE)
A CONTRACT WITH WEIGH-TRONIX, INC.) INTRODUCED BY
FOR MAINTENANCE OF SCALES AT) RENA CUSMA,
METRO SOLID WASTE DISPOSAL FACILITIES) EXECUTIVE OFFICER

WHEREAS, It is Metro policy to weigh all vehicles at Metro's solid waste disposal facilities; and

WHEREAS, The scales used to weigh vehicles at Metro solid waste disposal facilities must meet the requirements of Oregon Weights and Measures; and

WHEREAS, The scales must be regularly tested, calibrated, maintained and repaired; and

WHEREAS, A public bidding process was used to obtain bids for scale maintenance; and

WHEREAS, Weigh-Tronix, Inc. was the low, responsive, responsible bidder; and

WHEREAS, The Executive Officer has reviewed the contract with Weigh-Tronix, Inc. to provide scale maintenance and hereby forwards the Contract to the Council for approval; NOW, THEREFORE,

BE IT RESOLVED that the Metro Council authorizes the Executive Officer to execute the attached contract (Exhibit 'A') with Weigh-Tronix, Inc. to provide scale maintenance at Metro solid waste disposal facilities.

ADOPTED by the Metro Council this _____ day of _____, 1993.

Judy Wyers, Presiding Officer

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and WEIGH-TRONIX, INC., whose address is 7933 S.W. Nimbus Avenue, Beaverton, Oregon 97005, 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 July 1, 1993 through and including June 30, 1995.

ARTICLE III**CONTRACT SUM AND TERMS OF PAYMENT**

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

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, defend 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 and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) 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 purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO. its

elected officials departments. employees. and agents shall be named as an ADDITIONAL INSURED.

Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 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 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.

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

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.

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.

WEIGH-TRONIX, INC.

METRO

By: _____

By: _____

Date: _____

Date: _____

RB:clk
s:\bark\contract\903154.pub
June 23, 1993

STAFF REPORT

**IN CONSIDERATION OF RESOLUTION NO. 93-1828 FOR THE
PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO
EXECUTE A CONTRACT WITH WEIGH-TRONIX, INC. FOR
MAINTENANCE OF SCALES AT METRO SOLID WASTE
DISPOSAL FACILITIES**

Date: July 12, 1993

Presented By: Sam Chandler
Ray Barker

PROPOSED ACTION

Adoption of Resolution No. 93-1828, authorizing the Executive Officer to execute a contract with Weigh-Tronix, Inc. for maintenance of scales at Metro Solid Waste Facilities. Council action is required because this contract is designated "A", multi-year.

FACTUAL BACKGROUND AND ANALYSIS

Metro currently has four truck and axle scales at Metro South Station, five at Metro Central Station and two at St. Johns Landfill. All of these scales must be regularly inspected, tested, maintained, adjusted and repaired in order to meet the requirements of Oregon Weights and Measures.

A Request for Bids for Scale Maintenance (RFB #93B-30-SW) was issued on June 3, 1993. It was advertised in the Oregonian, The Skanner, the Daily Journal of Commerce and sent directly to five companies. The bid opening was held June 21, 1993. Three bids were received as follows:

<u>Vendor</u>	<u>Hourly Rate</u>
Weigh-Tronix, Inc.	\$30
Morris Scale	40
Pacific Scale	42

Weigh-Tronix, Inc., is the low, responsive, responsible bidder.

The proposed contract requires that the contractor provide quarterly inspections and testing with certified test weights, and when necessary adjust the scales. Scales shall be calibrated to meet state certification standards. Contractor shall also perform preventative maintenance and cleaning and oiling as needed, and repairs as needed. Contractor shall respond to service calls within three hours; 24 hours a day, 7 days week.

BUDGET IMPACT

The FY 1993-94 budget provides \$18,600 for scale maintenance. The proposed contract with Weigh-Tronix, Inc. is estimated to cost \$14,000 in FY 1993-94. The total amount of the 2-year contract is \$28,000.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 93-1828.

RB:jc
07/12/93
staffrpt/staf0709.rpt

ATTACHMENT A

SCOPE OF WORK

1. **CONTRACTOR** shall provide equipment maintenance and repair services to the truck and axle scales listed below:

A. Metro South Station, 2001 Washington Street, Oregon City, OR 97045

1. Weigh-Tronix, Model WI-110, Serial No. 013564
2. Weigh-Tronix, Model WI-110, Serial No. 013565
3. Weigh-Tronix, Model WI-110, Serial No. 013668
4. Weigh-Tronix, Model WI-110, Serial No. 013670

B. Metro Central Station, 6161 NW 61st Ave, Portland, OR 97210

1. Weigh-Tronix, Model FMTS-8010-I00T, Serial No. 210
2. Weigh-Tronix, Model FMTS-8010-I00T, Serial No. 211
3. Weigh-Tronix, Model FMTS-8010-I00T, Serial No. 212
4. Weigh-Tronix, Model FMTS-8010-I00T, Serial No. 213
5. Weigh-Tronix, Model FMTS-1210-35T, Serial No. 209

C. St. Johns Landfill, 9363 N Columbia Blvd., Portland, OR 97220

1. Weigh-Tronix, Model WI 110, Serial No. 14541
2. Weigh-Tronix, Model WI 110, Serial No. 14542

D. Wilsonville Station, Garden Acres Road and Ridder Road, Wilsonville, OR 97070

The Wilsonville facility is expected to begin operations in mid-1994. It is expected there will be three (3) scales at this facility.

2. Quarterly **CONTRACTOR** shall inspect and test with certified test weights that meet the requirements of Oregon Weights and Measures, and when necessary adjust, the scales listed above. Scales shall be calibrated to meet state certification standards.
3. **CONTRACTOR** shall perform preventative maintenance work to include inspection of all scale parts and cleaning and oiling as needed.
4. When the condition of a scale is such that normal adjustment will not restore accuracy, **CONTRACTOR** shall advise **METRO** of the trouble and the extent of necessary repairs. **CONTRACTOR** will provide **METRO** with an estimate of repair and a "not to exceed" price.
5. **CONTRACTOR** shall respond to service calls (be on-site) within three hours; 24 hours a day, 7 days a week.

6. CONTRACTOR shall have complete and ready parts in inventory to complete on-site scale repairs in a reasonable time.
7. 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.
 - a. Broad form comprehensive general liability insurance covering bodily injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
 - b. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

Metro, its councilors, department, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

The Contractor shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than 10 days. He shall provide Metro with certification of workers' compensation insurance including employer's liability.

**ATTACHMENT B
CONTRACT SUM AND TERMS OF PAYMENT**

1. METRO shall compensate CONTRACTOR as follows for services described in Scope of Work (Attachment A):

Hourly Rates

For all scheduled maintenance	
Regular hours	\$ 30/hour
For all emergency service or unscheduled maintenance	
Overtime hours (time-and-a-half)	\$ 45/hour
Sundays/Holidays (double time)	\$ 60/hour

**Truck Charge, Each Visit
(includes man, truck, tools from shop-to-site and back)**

	<u>Pick-up Truck</u>	<u>Heavy-duty Test Truck</u>
Regular hours	\$ 35 per trip	\$ 75 per trip
Overtime hours	\$ 50 per trip	\$ 95 per trip
Sundays/Holidays	\$ 85 per trip	\$125 per trip

2. METRO shall pay CONTRACTOR for services performed and materials delivered in the maximum sum of TWENTY-EIGHT THOUSAND AND NO/100THS DOLLARS (\$28,000.00).
3. CONTRACTOR shall submit to METRO a monthly invoice, detailing services performed by CONTRACTOR, delivered to METRO. Invoices shall be sent to METRO, Attention: Accounts Payable.
4. METRO shall pay CONTRACTOR within thirty (30) days following receipt of an approved monthly invoice from CONTRACTOR.

RB:clk
S:\BARK\CONTRACT903154.PUB
JUNE 23, 1993



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

JUN 23 1993

To: Procurement and Contracts Division

Vendor

From

Date June 23, 1993

Weigh-Tronix, Inc.

Department Solid Waste

7933 S.W. Nimbus

Division Operations

Subject

Beaverton, Or. 97005

Name Ray Barker

Bid

Contract

Vendor no. 6161

Title Asst. Operations Mgr.

RFP

Other

Contract no. 903154

Extension 1694

Purpose Scale Maintenance

Expense

Procurement

Personal/professional services

Services (LM)

Construction

IGA

Revenue

Budget code(s)

Price basis

Term

Contract

531-310274-525640-75000

Unit

Completion

Grant

531-310275-525640-75000

Total

Annual

Other

531-310273-525640-75000

Other

Multi-year**

This project is listed in the
1993 -1994 budget.

Payment required

July 1, 1993

Yes

Type A

Lump sum

Beginning date

No

Type B

Progress payments

June 30, 1995

Ending date

Total commitment	Original amount	\$ 28,000.00
	Previous amendments	\$
	This transaction	\$ 28,000.00
	Total	\$ 28,000.00
	A. Amount of contract to be spent fiscal year <u>1993</u> - <u>1994</u>	\$ 14,000.00
B. Amount budgeted for contract <u>Maint./Repair Equip.</u>	\$ 137,120.00	
C. Uncommitted/discretionary funds remaining as of <u>7/1/93</u>	\$ 137,120.00	***

Approvals

Division manager

Fiscal

Department director

Budget

Labor

Risk

Legal

* See instructions on reverse. ** If multi-year, attach schedule of expenditures. *** If A or B is less than C, and other line item(s) utilized, attach explanation/justification.

