

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 94,527A, FOR THE PURPOSE OF GRANTING A FRANCHISE RENEWAL TO AMBROSE CALCAGNO, JR DBA A.C TRUCKING FOR THE PURPOSE OF OPERATING A SOLID WASTE TRANSFER STATION AND DECLARING AN EMERGENCY

Date: January 12, 1994

Presented by: Councilor McLain

Committee Recommendation: At the January 11 meeting, the Committee voted 4-0 to recommend Council adoption of Resolution 93-1871. Voting in favor: Councilors Hansen, McFarland, McLain and Monroe. Councilors Buchanan and Wyers were excused.

Committee Issues/Discussion: Bob Martin and Jim Watkins explained that the purpose of the ordinance is to renew the franchise with A.C. Trucking for the operation of the Forest Grove Transfer Station. The renewal period is for five years. Martin explained that the existing agreement expired in September, but that both parties had agreed the terms of the existing agreement would remain in effect until a new franchise was approved. The ordinance contains an emergency clause that will permit immediate implementation of the new agreement.

Martin and Watkins reviewed the two major differences between the new and existing agreements. The first major change would give Metro the authority to determine how, and to where, waste from the station would be transported for final disposal. Under the present agreement, the franchisee was responsible for transportation and final disposal.

Martin explained that this change could allow Metro to pursue other disposal options. These could include: 1) sending the waste to Columbia Ridge if the proposed amendment to the Oregon Waste Systems (OWS) contract is executed, 2) conducting an open bidding process for transportation and disposal services, or 3) maintaining the status quo and continue to have the waste disposed of at the Riverbend Landfill. Martin noted that the franchise agreement was not directly tied to the OWS contract amendment. The franchise agreement and the contract amendment were negotiated separately and the agreement is only permissive in allowing the waste to be directed to Columbia Ridge.

Watkins noted that Metro must give the franchisee six month prior notice of intent to change the transportation and disposal of the waste. The principal purpose of such notice would be to give the franchisee time to make any operational or equipment changes needed to accommodate the change. For example, if the waste were to be sent to Columbia Ridge, the franchisee would have to install a compactor at the facility (at no cost to Metro).

The second major change would be the elimination of the 70,000 ton/year cap on waste that could be accepted from inside Metro's boundaries. The agreement, however, does provide that the franchisee would pay Metro an additional transport and disposal fees totalling \$10.70/ton for all waste over 70,000 tons. Martin noted that the facility currently annually processes about 65,500 tons of in district waste and that growth in tonnage from existing in-district haulers may cause tonnage to increase to over 70,000 during the next five years.

Councilor McLain expressed concern about Metro's ability to accurately forecast future tonnage changes at the facility. She noted the potential for acquiring new business and Metro did not have a specific forecast for the Forest Grove station.

Councilor Van Bergen asked about agreement provisions related to moving the facility and assignment of ownership to other persons. Todd Sadlo noted the wording of the agreement would not permit to facility to be moved. He also noted that the franchisee must notify Metro if more than a five percent interest is transferred and Metro must approve any transfer of a majority interest in the facility.

Watkins provided a chart which outlined the transfer station, transport, disposal and other charges that would be collected at the facility under various disposal and tonnage scenarios. For the first 70,000 tons the various charges would be the same regardless of whether the waste is transported and disposed of at the Riverbend or the Columbia Ridge. As noted earlier, Metro would receive an additional \$10.70/ton for tonnage over 70,000 that goes to Columbia Ridge and all out of district tonnage sent to Columbia Ridge.

Councilor Devlin noted that the out-of-district waste still would not pay the \$19/ton user fee and that this had been an issue for some time.

Watkins proposed and reviewed several minor amendments that staff had negotiated with the franchisee. He noted that they were largely designed to correct errors or clarify intent. These include: 1) deleting an incorrect reference defining the station as a processing facility, 2) clarifying that the franchisee can determine the disposal site for out of district waste, 3) clarifying how and when Metro would request installation of a compactor, and 4) clarifying the applicability of the various fees.

Councilor Monroe asked about scalehouse monitoring, since the franchisee will be retaining control of gatehouse operations. Martin noted that Metro will be annually auditing the station and that the state tests the accuracy of the scales.

Councilor Devlin asked if the 14% rate of return estimated by staff included the cost of installing a compactor. Martin

indicated that installation of a compactor would likely decrease the projected rate of return.

Councilor McLain expressed concern about the possible route that trucks might use to transport the waste to Columbia Ridge. Martin explained that they would be using a designated truck route and would not be going through downtown Forest Grove. He also noted that the number of transport trucks would be reduced from 12-14 to 8-10/day.

Councilor Monroe asked about transportation alternatives to Jack Gray Trucking, if the waste is sent to Columbia Ridge. Martin noted that he had assumed that Gray would be used, but that transportation of the waste could be bid. He indicated that there are no rail lines that are convenient to the facility.

The amendments offered by staff were approved. Councilor McLain indicated that she had two amendments drafted: 1) to set a 70,000 ton cap on waste processed at the station and 2) allow the franchisee to determine the ultimate disposal site for the waste. She indicated that she would not introduce the amendments at this time since these issues had been thoroughly discussed.

6.1

Proposed Amendments--Forest Grove Franchise
1/11/94

Metro staff proposes the following amendments to the draft Solid Waste Franchise for the Forest Grove Transfer Station that is included in the Solid Waste Committee packet for January 11, 1994. Sections not referenced would remain unchanged:

- 7.1.3 If the ~~Processing~~-Facility is to be closed permanently or for a protracted period of time during the term of this Franchise, Franchisee shall provide Metro with written notice, at least 90 days prior to closure, of the proposed time schedule and closure procedures.
- 7.4.1 Metro reserves the right, at any time during the term of this Franchise, to assume responsibility for transport from the Facility and/or disposal of all Acceptable Waste generated within the district that is to be disposed of in a general purpose landfill. Notice of Metro's intent to assume such responsibility shall be by written notice to Franchisee. The notice shall establish the date, not less than six months from the date of the notice, upon which Metro will begin transporting and/or disposing of solid waste from the Facility. ~~Nothing herein prohibits Franchisee from disposing of waste received at the Facility that was generated outside of the District at any licensed processing or disposal facility.~~
- 7.4.2 Prior to the date established for Metro to assume transport and/or disposal responsibilities, ~~Metro may direct~~ Franchisee shall ~~to~~ install a compactor at the Facility meeting Metro specifications. ~~If Metro so requires,~~ Franchisee shall submit to Metro within 60 days from the date of notice specified in 7.4.1, its detailed plans for installation of a compactor, including installation and compactor specifications. Metro shall review such plans and notify Franchisee of any objections or proposed revisions within 10 business days of receipt. If Metro does not comment within the time specified, the plans shall be deemed approved, and Franchisee shall commence installation. If Metro objects or proposes revisions, the parties shall in good faith attempt to resolve all issues related to compactor installation such that deliveries to Metro's transport contractor can begin on the date specified in the notice provided under section 7.4.1.
- 7.4.4 Along with, or at any time following the notice specified in section 7.4.1, Metro may direct Franchisee to begin delivering all solid waste specified in section 7.4.1 to Metro Central Station. The notice shall specify a date, not less than 10 business days from the date of the notice, upon which Franchisee shall begin such deliveries. For each ton of waste generated within the district delivered by Franchisee to Metro Central Station, Franchisee shall pay the disposal fee specified in sections 14.4.1(b) and 14.4.2(b), as applicable, as well as the Regional User Fee and Metro Excise Tax. ~~For each ton of waste generated outside of the district delivered by Franchisee to Metro Central~~

~~Station, Franchisee shall pay the disposal fee specified in sections 14.4.1(b) and 14.4.2(b), as applicable, and Metro Excise Tax. The deliveries specified in this section 7.4.4 shall continue until the date upon which Metro assumes responsibility for transport of solid waste from the Facility.~~

14.4 Metro Transport and Disposal Charges

14.4.1 If transport of waste from the Facility and/or ultimate waste disposal is provided by Metro, Franchisee shall remit to Metro the following additional charges, for each ton of waste generated within the District transported and disposed of by Metro up to 70,000 tons per year:

- (a) Per ton transport fee of \$7.50; and
- (b) Per ton disposal fee of \$25.83.

14.4.2 For each ton of waste transported from the Facility and/or disposed of by Metro in excess of 70,000 tons per year and all waste transported from the Facility and/or disposed of by Metro that was generated outside of the District, Franchisee shall remit to Metro:

- (a) Per ton transport fee of \$15.46; and
- (b) Per ton disposal fee of \$28.57.

Do you look for the Thursday meeting of the full Committee to be changed to another date?

Council
1/13/94
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ADDITIONAL PROPOSED AMENDMENT #1: 70,000 TON CAP

5.3 Franchisee may accept no more than 300 tons of solid waste per operating day (a day in which the Facility accepts solid waste) on a monthly average, with the added condition that Franchisee may not accept more than 70,000 tons of waste in any twelve consecutive months or as this amount may otherwise be limited by Metro's current agreement with Oregon Waste Systems, Inc, whichever is less. ~~Upon assumption by Metro of responsibility for transport of solid waste from the Facility, Franchisee may accept an unlimited quantity of solid waste at the Facility. However, for each ton of waste transported from the Facility or disposed of by Metro in excess of 70,000 tons, from inside or outside of the District, Franchisee shall pay increased transport and disposal fees as specified in section 14 of this Franchisee.~~

7.4.4 Along with, or at any time following the notice specified in section 7.4.1, Metro may direct Franchisee to begin delivering all solid waste specified in section 7.4.1 to Metro Central Station. The notice shall specify a date, not less than 10 business days from the date of the notice, upon which Franchisee shall begin such deliveries. For each ton of waste generated within the district delivered by Franchisee to Metro Central Station, Franchisee shall pay the disposal fee specified in sections ~~14.4.1(b) and 14.4.2(b)~~, as applicable, as well as the Regional User Fee and Metro Excise Tax. For each ton of waste generated outside of the district delivered by Franchisee to Metro Central Station, Franchisee shall pay the disposal fee specified in sections ~~14.4.1(b) and 14.4.2(b)~~, as applicable, and Metro Excise Tax. The deliveries specified in this section 7.4.4 shall continue until the date upon which Metro assumes responsibility for transport of solid waste from the Facility.

~~14.4.2 For each ton of waste transported from the Facility and/or disposed of by Metro in excess of 70,000 tons per year, Franchisee shall remit to Metro:~~

~~(a) Per ton transport fee of \$15.46; and~~

~~(b) Per ton disposal fee of \$28.57.~~

14.4.3 The transport and disposal charges specified in section 14.4.1 shall be annually adjusted on each anniversary of the Franchise renewal date for use during the forthcoming year, based on 100 per cent of the change in the Consumer Price Index entitled "West-A" from the U.S. Department of Labor, Bureau of Labor Statistics' publication entitled "Consumer Price Indexes, Pacific Cities and U.S. City Average/All Urban Consumers" or by the actual increase in the transport or disposal fee charged by Metro's contractor, whichever is greater. ~~The transport and disposal charges specified in section 14.4.2 shall be automatically adjusted to reflect, at all times, the per ton fixed and variable transport and disposal fees being remitted by Metro to its transport and disposal contractors, without offset or credit to Franchisee of any kind.~~

ADDITIONAL PROPOSED AMENDMENT #2: FRANCHISEE TO DETERMINE ULTIMATE DISPOSAL SITE

~~7.4 Franchisee assumes full responsibility for properly disposing of all solid waste delivered to the Facility at one or more fully licensed processing or disposal facilities.~~

~~7.4 Metro Transport and Disposal Option.~~

~~7.4.1 Metro reserves the right, at any time during the term of this Franchise, to assume responsibility for transport from the Facility and/or disposal of all Acceptable Waste generated within the district that is to be disposed of in a general purpose landfill. Notice of Metro's intent to assume such responsibility shall be by written notice to Franchisee. The notice shall establish the date, not less than six months from the date of the notice, upon which Metro will begin transporting and/or disposing of solid waste from the Facility.~~

~~7.4.2 Prior to the date established for Metro to assume transport and/or disposal responsibilities, Franchisee shall install a compactor at the Facility meeting Metro specifications. Franchisee shall submit to Metro within 60 days from the date of notice specified in 7.4.1, its detailed plans for installation of a compactor, including installation and compactor specifications. Metro shall review such plans and notify Franchisee of any objections or proposed revisions within 10 business days of receipt. If Metro does not comment within the time specified, the plans shall be deemed approved, and Franchisee shall commence installation. If Metro objects or proposes revisions, the parties shall in good faith attempt to resolve all issues related to compactor installation such that deliveries to Metro's transport contractor can begin on the date specified in the notice provided under section 7.4.1.~~

~~7.4.3 As soon as practicable following the notice from Metro specified in section 7.4.1, Franchisee and Metro shall begin making arrangements for Metro assumption of transport and/or ultimate disposal responsibilities. Such arrangements may include planning and coordination meetings between Franchisee, Metro, and Metro's transport and/or disposal contractor.~~

~~7.4.4 Along with, or at any time following the notice specified in section 7.4.1, Metro may direct Franchisee to begin delivering all solid waste specified in section 7.4.1 to Metro Central Station. The notice shall specify a date, not less than 10 business days from the date of the notice, upon which Franchisee shall begin such deliveries. For each ton of waste generated within the district delivered by Franchisee to Metro Central Station, Franchisee shall pay the disposal fee specified in~~

ADDITIONAL PROPOSED AMENDMENT #2

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~~sections 14.4.1(b) and 14.4.2(b), as applicable, as well as the Regional User Fee and Metro Excise Tax. For each ton of waste generated outside of the district delivered by Franchisee to Metro Central Station, Franchisee shall pay the disposal fee specified in sections 14.4.1(b) and 14.4.2(b), as applicable, and Metro Excise Tax. The deliveries specified in this section 7.4.4 shall continue until the date upon which Metro assumes responsibility for transport of solid waste from the Facility.~~

~~7.4.5 — If Franchisee fails to install a compactor as required by this section 7.4 by the date established under section 7.4.1, and the Executive Officer does not grant an extension, which extension shall not be unreasonably withheld, Franchisee shall deliver all solid waste specified in section 7.4.1 to Metro Central Station, and shall pay to Metro the current tip fee at Metro Central on all tons delivered.~~

~~7.5 — Metro Transport and Disposal Requirements. The requirements of this section 7.5 shall be effective on the date Metro begins transporting Waste from the Facility:~~

~~7.5.1 — General Metro Requirements~~

~~(a) — Franchisee shall weigh each commercial hauling vehicle as it enters the Facility. The empty or tare weight of each commercial vehicle shall be established and recorded so that the vehicles will not be required to re weigh each time after unloading. The tare weights must be determined at least twice each year without advance notice to the vehicle owners or drivers.~~

~~(b) — Franchisee shall weigh all Recovered Materials, Source Separated Recyclables, compacted waste and Unacceptable Waste prior to removing them from the Facility.~~

~~7.5.2 — Compaction, Transport, and Loading of Waste.~~

~~(a) — Franchisee is responsible for extruding an untied bale of waste from the compactor into the transfer trailer, installing a seal on the transfer trailer door handle and returning the sealed transfer trailer to the staging area with applicable documentation.~~

~~(b) — Franchisee is responsible for producing road legal weights, and for unloading and balancing loads which are found to be out of~~

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~~compliance with appropriate regulations. Certified scales will be used to make such a determination.~~

- ~~(e) Each seal shall be marked with three letters identifying the Facility, Franchisee, and a sequentially increasing set of at least four digits.~~

~~Example: _____ FGS-CON-0000~~

- ~~(d) Franchisee shall also record the transfer trailer I.D. number. The transfer trailer seal will be inspected by both Metro's waste transport contractor and Franchisee prior to removal of the trailer from the Facility.~~

- ~~(e) It is the responsibility of Metro's waste transport services contractor to ensure that the seal was properly installed before the transfer trailer leaves the Facility. Metro's waste transport services contractor shall be responsible for inspecting the empty transfer trailers for damage before release to Franchisee, inspecting the loaded transfer trailers for damage and verifying that the seal was installed properly before removing the transfer trailer from the Facility, transporting the load of waste from the Facility to the disposal site, and then unloading it.~~

- ~~(f) If Franchisee improperly installs the seal, Metro's waste transport services contractor is required to notify Franchisee prior to leaving the Facility Site and request a new seal. Franchisee shall comply with any such requests. Failure to request a new seal will preclude Metro's waste transport services contractor from any recovery for damages arising out of any improperly installed seal. Metro's waste transport services contractor and Franchisee shall use an interchange agreement for inspection of transfer trailers, or a similar agreement as approved by Metro. In addition, Metro's waste transport services contractor can request removal of the seal to inspect the interior of the transfer trailer, and its contents, and request and receive a new seal from Franchisee.~~

- ~~(g) Once the transporter has verified that the seal is properly installed, the waste contained within the transfer trailer is the responsibility of the transporter until the seal is broken by Metro's disposal site operator. If the seal is broken by other~~

ADDITIONAL PROPOSED AMENDMENT #2

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~~than disposal site personnel, the transporter will be responsible for all associated costs and liabilities involved with managing any waste contained within the transfer trailer, above and beyond normal disposal costs.~~

- ~~(h) Metro reserves the right to contract with parties other than Metro's waste transport services contractor, for the transport of all waste specified in section 7.4.1. All such contracts shall include a requirement that the transport contractor carry insurance in commercially reasonable amounts.~~

~~7.5.3 Maximizing the Compacted Load.~~

- ~~(a) Franchisee shall use best faith efforts to maximize the transporter's payload, without overloading the transfer trailer or the individual road legal axle combinations. Maximum payload shall be no more than 32 tons at a density of 900 lbs/cu. yd. The weights should be verified with axle scales available at the Facility.~~
- ~~(b) Franchisee shall pay to Metro an additional per ton transport amount, for failing to maximize Metro's waste transport services contractor's payloads. The additional payment is to ensure that Franchisee is diligent in fully loading transport trailers at average densities of at least 29 tons or the combined yearly average at Metro owned transfer stations, whichever is less. The formula for determining additional transport payments to Metro is as follows:~~

~~(1) Base Tonnage (BT) = (Loads/calendar year) x 29 tons
(or combined yearly average)~~

~~(2) Tons Transported (TT) = Tons transported/calendar year~~

~~(3) Tons on which additional payment is due (APT)
(APT) = (TT - BT) + (Positive APTs from previous year)~~

~~If APT is less than zero, Franchisee shall make an additional per ton transport payment of \$6.75 for each APT for that year, unless (following the first calendar year) the cumulative APT's from the previous year is greater than zero. If the cumulative APT's from previous years~~

ADDITIONAL PROPOSED AMENDMENT #2

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~~is greater than zero, those positive APT's shall serve as a credit against APT's accumulated in a subsequent year. The cost of an APT shall be adjusted beginning in January, 1994, and each January thereafter at the same rate as the CPI adjustment to Metro's waste transport services contract for transporting waste from the Facility, and shall remain effective for the calendar year.~~

~~7.5.4 Load Check Program/Unacceptable Waste~~

- ~~(a) Franchisee shall inspect all waste delivered to the Facility in a manner that is reasonably calculated to determine whether the waste is Unacceptable Waste. Franchisee shall establish procedures for inspecting loads of waste and for excluding Unacceptable Waste from compaction and extrusion into transfer trailers.~~
- ~~(b) Franchisee's load check program shall, at a minimum, include screening of all incoming loads by personnel trained to spot Unacceptable Waste, and more thorough random load checks, occurring at least once each week.~~
- ~~(c) Franchisee shall keep accurate records regarding all Unacceptable Waste received, including the following information regarding a known party that unloaded the waste: date, time, vehicle license number, company and/or the individual's name and address, conversation regarding waste, and approximate volume.~~
- ~~(d) Franchisee shall be responsible for all costs associated with the cleanup and management of Unacceptable Waste that has been loaded into a transfer trailer, properly sealed and transported to a disposal site. If the seal is unbroken upon arrival at the disposal site, Franchisee shall reimburse Metro for any cost associated with the cleanup of the Unacceptable Waste or any material contaminated by it at the disposal site for which Metro is properly billed by its disposal site contractor. Upon billing Franchisee for such costs, Metro shall provide to Franchisee all documentation related to the incident for which Franchisee is being billed.~~

~~7.5.5 Materials Excluded from Compaction. It is the responsibility of Franchisee to utilize the compactor to develop loads that do not cause above~~

ADDITIONAL PROPOSED AMENDMENT #2

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~~normal wear and tear on the transfer trailers during the transfer of waste from the compactor to the transfer trailer. Franchisee shall be liable for damage to a transfer trailer caused by Franchisee.~~

~~7.6 Franchisee Transport/Metro Disposal Option~~

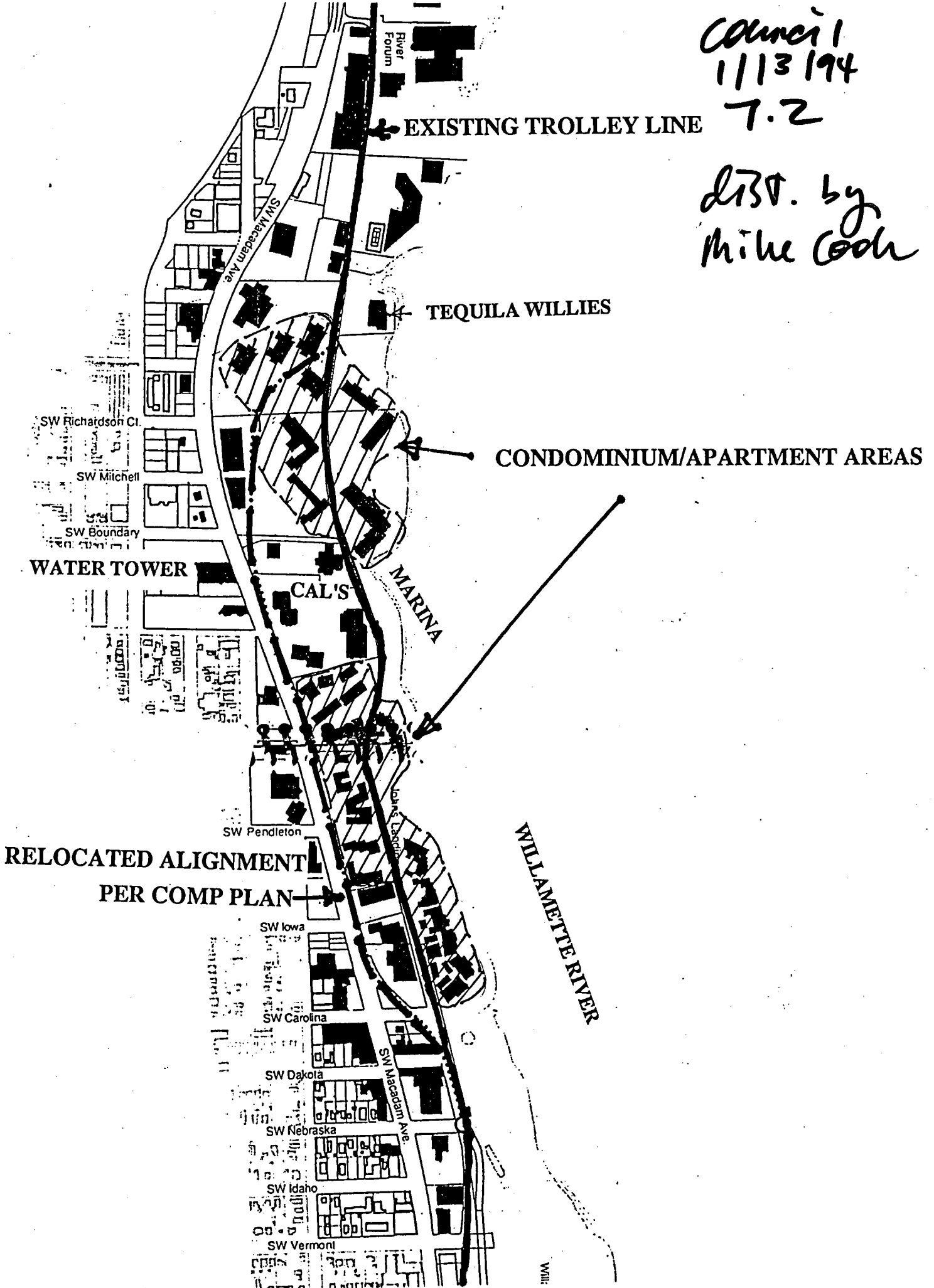
~~7.6.1 At any time during the term of this Franchise, Franchisee may submit to Metro a detailed proposal for Franchisee to deliver all waste specified in section 7.4.1 to a disposal facility specified by Metro.~~

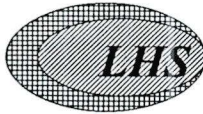
~~7.6.2 By written acknowledgment delivered to Franchisee, the Executive Officer may grant to Franchisee permission to transport solid waste specified in section 7.4.1 to a disposal facility specified by Metro. The acknowledgment shall specify Metro's intent not to exercise its option to transport waste from the Facility, to cease transporting waste from the Facility, or to cease requiring Franchisee to deliver waste to Metro Central, whichever the case may be. The notice shall also acknowledge acceptance of Franchisee's proposal for delivery of such waste, as that proposal may have been amended following discussions with Metro. Upon countersignature by Franchisee, the acknowledgment shall serve as an amendment to this Franchise.~~

~~7.6.3 If Metro allows Franchisee to transport waste as specified in this section 7.6, Franchisee shall not be required to pay transport fees to Metro. Franchisee shall pay to Metro the disposal charge specified in section 14.4, as well as all fees specified in section 14.3, for each ton of waste generated within the district that is disposed of at Columbia Ridge Landfill.~~

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Dist. by
Mike Cook





Council
1/13/94 7.5

LUZIER HYDROSCIENCES
Two Gershwin Court, Lake Oswego, Oregon 97035
Fax (503) 636-7664 (503) 636-1012

January 4, 1994

Judy Wyers, Presiding Officer
Metro Contract Review Board
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

Re: ■ Pending Award of Groundwater Modeling Contract to PSU.
 ■ Alternative Proposal for Joint Modeling Effort by LHS and PSU.

Ladies and Gentlemen:

My name is Jim Luzier of Luzier Hydrosciences and sitting next to me is Rick Thrall of Foundation Engineering. We wish to thank you for taking the time to hear our viewpoint, after which we will propose an alternative solution for your consideration.

Rick and I have worked together on a number of projects and technical proposals. We have a close working relationship with Portland State University. On several occasions, we have given technical seminars to groundwater and engineering classes at PSU. We have also teamed up and worked together on consulting projects with PSU's faculty members and graduate students.

Case in point: the attached Penn Mine Reservoir graphic (which is also in your packet), utilizes a watershed/reservoir response model developed by Professor Roy Koch, P.E., of the PSU Civil Engineering Department, and several PSU engineering graduate students. The modeling work was accomplished on time and within budget (at standard consulting pay rates), by subcontract to Luzier Hydrosciences in 1992 and 1993. EPA incidentally, in a proposed Consent Decree, has recognized the value of this unique reservoir model, by ordering its use in engineering predesign of water control and remediation schemes at Penn Copper Mine.

Our point is this: we have a proven track record of working with the University and supporting its programs -- we each benefit from the arrangement, and we will

continue working with the University in future years. Unfair competition from public supported institutions however, is a business matter and is the primary basis for the Appeal of the Contract Award. All other issues are secondary.

THE ISSUE: UNFAIR COMPETITION

We have been on the losing side of proposals many times, but never before have we appealed a contract award. After all, the competitive selection process in the private sector works very well most of the time, and the process is fair - and we enjoy it.

If you read our original Appeal submittal of Dec. 2, you will see that the primary reason for this Appeal is the inherent unfairness of University competition with private sector firms. We will concede that Metro has little control over any entity such as PSU, who wants to respond to an advertised solicitation to private sector firms.

Notably, Oregon Graduate Institute and other qualified Universities in Oregon and Washington, did not respond to the RFP, nor did many highly qualified consulting firms. Understandably, the PSU team has a special relationship to Metro through ongoing Intergovernmental Agreements or contracts for work at St. Johns Landfill.

However, once Metro made the formal decision to go outside to private sector firms with an RFP, rather than a direct noncompetitive award to PSU for the modeling services, then Metro incurred a special public responsibility and commitment to the private sector firms who responded in good faith and trust.

While Metro's motivation to encourage PSU is understandable, the effect is to drive a wedge into a long term working relationship between local consulting firms and the University. The engineering faculty at PSU has expressed discomfort with PSU's intrusion into private sector competition, and for many years, PSU has strictly avoided this arena.

PSU will be the first to acknowledge the inherent advantage in time and material costs available to publicly funded institutions. Private consulting firms including Luzier Hydrosiences, also contribute support to PSU's support in the form of seminar time, teaching, and funds for software packages such as visualization graphics and Lahey fortran compilers. These software packages are available for use in the St. Johns groundwater modeling effort. This is unfair competition and that is the issue we are discussing tonight.

PROPOSED ALTERNATIVE SOLUTION

We would like to propose an alternative solution that we think is fair to all parties, resolves the issue of unfair competition, resolves the professional registration issue, and enhances regulatory acceptance of the modeling results.

Dr. Franz Rad, PSU Chairman of Civil Engineering, was the first to suggest that perhaps the LHS team and PSU could jointly perform the groundwater modeling services project for Metro. We have met with Dr. Li and Dr. Rad, and we know we have mutual interests in doing good work and getting the job done. We would welcome the opportunity to work with PSU and Metro because a joint work effort could jump start the modeling program and accomplish the goals of the project in a timely manner. The primary advantages of a joint LHS - PSU working arrangement are as follows:

1. Metro will get a superior product because the skills of the two top ranked teams are complimentary:
 - ☒ LHS Team -- hands-on, field based experience with a proven track-record in groundwater modeling reports acceptable to DEQ and EPA.
 - ☒ PSU Team -- strong theoretical and research oriented modeling approach, state-of-the-art chemical transport understanding and methodology.
2. A traditional joint working arrangement between the University and private sector firms, will eliminate issues of unfair competition and registered practice.
3. We would propose a change in the project deliverables to include up to two interpretative technical reports, stamped and signed. The independent reports will enhance acceptance of the modeling results by DEQ and EPA.

Judy Wyers, Presiding Officer
January 4, 1994
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Luzier Hydrosiences
Foundation Engineering

We appreciate your patience in this matter and will answer any questions.

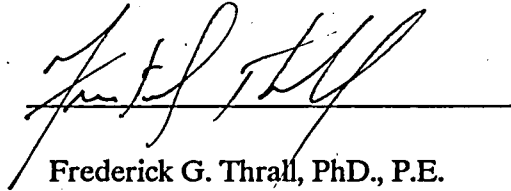
Sincerely,

Luzier Hydrosiences,

Foundation Engineering, Inc.



James E. Luzier, P.G., Geohydrologist
President

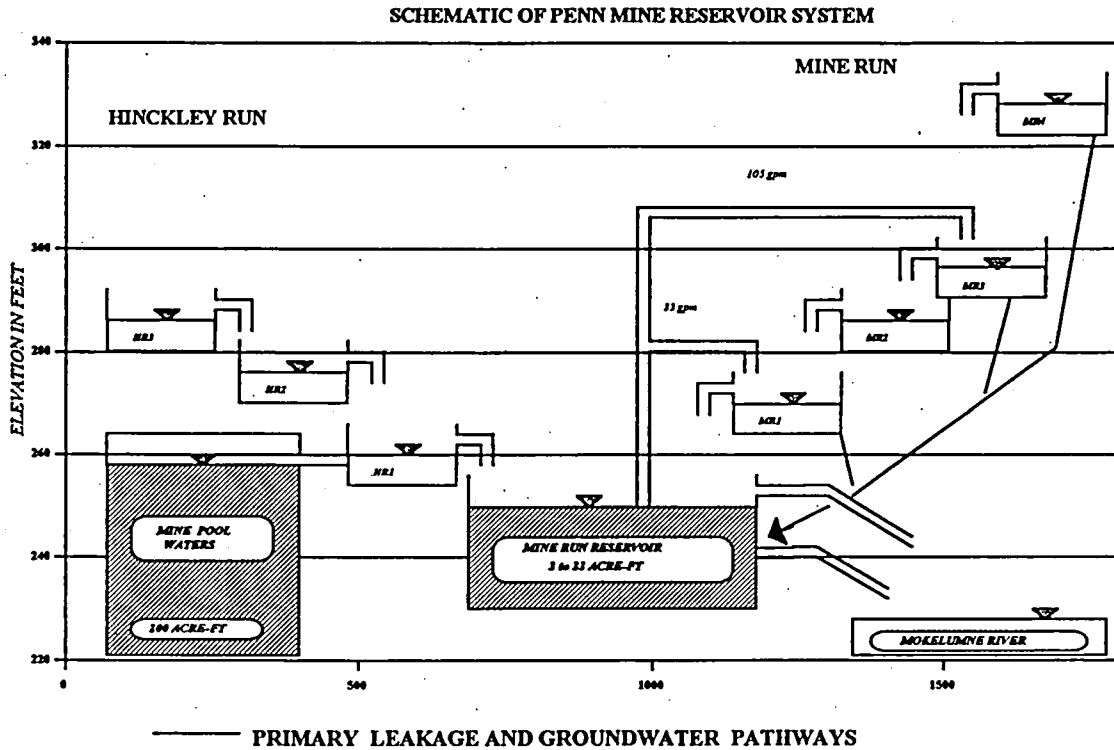


Frederick G. Thrall, PhD., P.E.
Senior Consultant

Attachments: LHS Penn Mine graphic.
Registration case history documents regarding Geologic Practice.

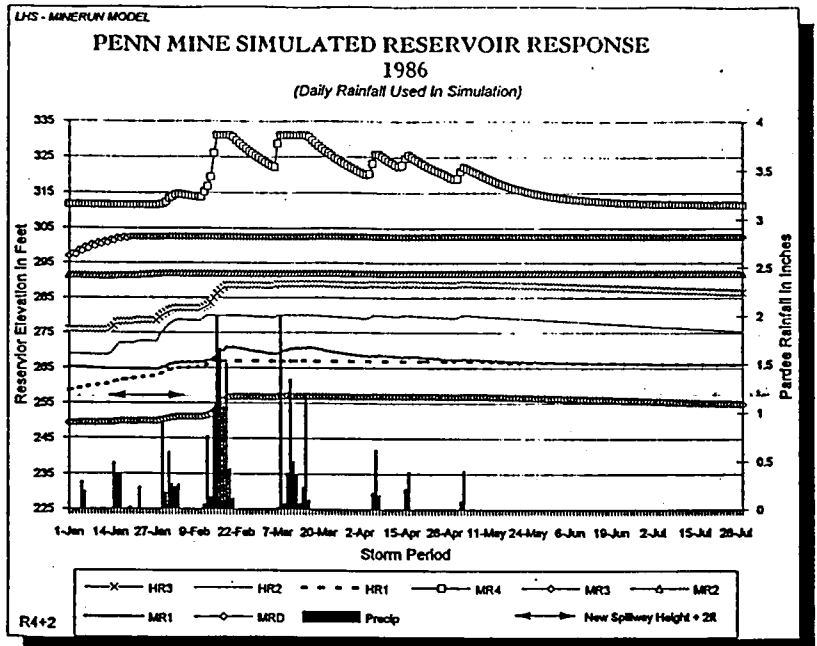
**RESERVOIR RESPONSE MODELING USING LHS Proprietary Code MINERUN
 CASE HISTORY: PENN COPPER MINE, SIERRA NEVADA FOOTHILLS**

Luzier Hydrosciences was retained in 1992-93 by the California Regional Water Quality Control Board and East Bay Municipal Utility District (EBMUD), to perform reservoir response modeling of the 464 acre Penn Mine watershed, an abandoned underground mine site next to Mokelumne River and Camanche Reservoir. Seven reservoirs containing toxic metals (Cu, Zn, and Cd) and acid mine waters with pH of 2.5, are subject to floods and overtopping in the lower reaches of Mine Run and Hinckley Run. Typical large winter storms dump rain at about 1



inch per day for 3 to 9 days, thereby exceeding the 65 acre-ft of reservoir storage and causing downstream fish kills. The flooded mine tunnels act as a giant groundwater collector with 200 acre-ft of storage to depths of 3,400 feet. Unfortunately, the only outlet from the mine pool is a mine shaft in lower Hinckley Run, flow from which helps overload the main reservoir even during the dry season.

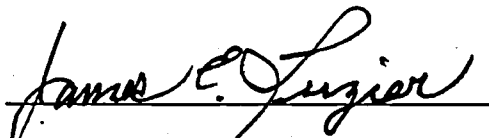
MINERUN, a custom multi-reservoir response model was used by LHS to simulate major storm events, and to evaluate various scenarios including raising MRD dam and spillway 2, 4, and 5 feet. The response analysis suggests spillage will be reduced for peak events from 24 acre-ft at the existing dam height, to 6 acre-ft with the dam raised 5 feet.



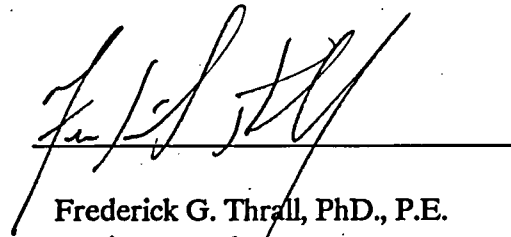
THE ISSUE OF GEOLOGIC PRACTICE AND REGISTRATION

We have attached several self explanatory documents from the Board of Geologist Examiners, including minutes of meetings. These selected documents from 1984 and 1985 address some of the issues of registration and geologic practice raised in the Appeal.

Our team has not contacted the Board of Geology Registration, nor have we released any documents whatsoever to any entity. We also have decided that it is Metro's responsibility to contact the Geology Board and we therefore retract our decision (item 6., LHS letter of Dec. 22, 1993), to seek guidance from the Board of Registration.



James E. Luzier, P.G., Geohydrologist
President



Frederick G. Thrall, PhD., P.E.
Senior Consultant



Department of Commerce

403 LABOR & INDUSTRIES BLDG., SALEM, OREGON 97310 PHONE 378-4458

March 25, 1985

James E. Luzier
Luzier Hydrosiences
2 Gershwin Court
Lake Oswego, OR 97034

Dear Mr. Luzier:

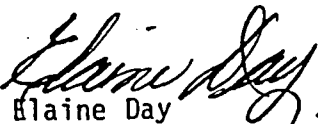
The Board appreciates your efforts to comply with the geologist registration law. Because (1) ORS 672.545 allows the practice of geology by nonregistered individuals through the medium of a business (partnership or corporation) having a partner or corporate officer who is registered; and (2) you have entered into a formal partnership as of October 10, 1984 with registered engineering geologist Leonard Palmer, E434, your business, Luzier Hydrosiences, may as of that date legally offer to perform geologic services to the public. You, as a partner in this firm, may practice geology in the name of the firm as a subordinate to Mr. Palmer [ORS 672.535(3)].

However, as an individual, Mr. Luzier, until you are registered, you may not practice in your own right or call yourself a "geologist" or or hold yourself out as one who offers to provide geologic services [ORS 672.505(9)].

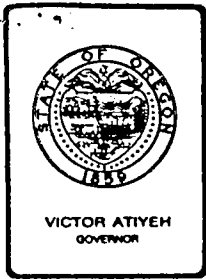
The Board is fully aware that you do not consider hydrology to be part of the field of geology; therefore, you do not recognize the Board's position that hydrology, hydrogeology, or geohydrology are disciplines within the field of geology and require registration as a geologist with certification in the specialty of engineering geology. Be that as it may, the official position of the Board is that the practice of hydrology requires registration with the Board of Geologist Examiners in the State of Oregon.

Sincerely,

BOARD OF GEOLOGIST EXAMINERS


Elaine Day
Administrator

ED:cf



Department of Commerce

403 LABOR & INDUSTRIES BLDG., SALEM, OREGON 97310 PHONE 378-4458

October 9, 1984

James E. Luzier
2 Gershwin Court
Lake Oswego, OR 97034

Dear Mr. Luzier:

The Oregon Board of Geologist Examiners received a formal request to review their instructions to you that you could practice geology in the state as long as you had a registered geologist or engineer as an employe or subcontractor to stamp your work.

Since the question involved the legality of the Board's instructions, I was obligated to pose the question to the Board's legal advisor, Assistant Attorney General Mike Weirich. After review of the geologist registration statutes, notably ORS 672.535-545, Mr. Weirich discussed the question with Board Chairman Dick Thoms and me. In his opinion, there is no authority in the law to permit you to practice unless

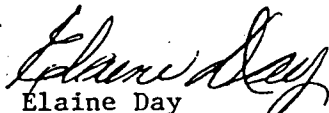
- (1) You are a subordinate to a registered geologist, or
- (2) You are a partner, or associate in a corporation, with a principal who is registered as a geologist.

I apologize for the inconvenience this may cause you. Although the Board offered you an alternative in good faith, it must now withdraw the alternative. You may not engage in the public practice of geology except under the two conditions listed above or until you become registered.

Again, we apologize for the confusion.

Sincerely,

BOARD OF GEOLOGIST EXAMINERS


Elaine Day
Administrator

ED:jh



Department of Commerce

403 LABOR & INDUSTRIES BLDG., SALEM, OREGON 97310 PHONE 378-4458

February 11, 1985

Edward K. Neubauer, Chief Engineer
Oregon Department of Fish & Wildlife
506 S.W. Mill Street
P. O. Box 3503
Portland, OR 97208

Dear Mr. Neubauer:

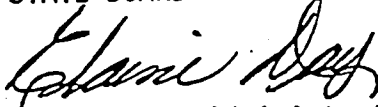
It has come to our attention that your agency has requested a proposal for geotechnical engineering services for a groundwater study at Lookingglass Hatchery Auxiliary Groundwater Supply.

Because ORS 672.695 requires governmental bodies to contract for geologic services, only with individuals registered under ORS 672.505 - 672.705, I am requesting copies of the proposals submitted to you. I assume these are available under the public records law. If there are any charges for the copies, please let me know.

Thank you for your cooperation.

Sincerely,

STATE BOARD OF GEOLOGIST EXAMINERS


Elaine Day, Administrator

ED:dsj

cc: John Donaldson, Director

COMPLIANCE

Status of Rohleder Hearing

Day reported that the hearing took place as scheduled beginning on Monday, October 21, continuing through Wednesday, October 23. It was again continued and is scheduled to begin Wednesday, November 13. It is anticipated to continue another three days.

Status of Komar Stipulated Agreement

Day reported to the Board that Komar signed the Board approved stipulated agreement. In addition, a directive is going to be sent, not just to Oregon State University, but to all higher education; that if a person is practicing in a field that requires a license, that person must observe that licensing law. The Department of Higher Education will be sending the Board a copy of the directive when it is finished. Day added that Higher Education is looking at the related issue of public service competing with private enterprise and may establish guidelines as to what is or is not public service. Staff will send copies of the stipulated agreement to the Board.

CBEI ADVERTISEMENT

Fleming reported the office had received an anonymous complaint in the form of a copy of the CBEI flyer, setting forth the availability to do "geologic assessments". The standard followup letter, which outlined the law and asked what the term meant, was sent to CBEI. Carolyn Browne responded, explaining her plan to act as a referral agent and that she has changed the flyer, deleting the term 'geologic assessments'. After acknowledging the statement in Ms. Browne's letter that she would delete this term, the motion was made by Gisler to take no further action if the phrase was deleted. The motion passed unanimously. Hull suggested staff do a followup letter accepting Ms. Browne's offer to remove the phrase, and also extend an invitation to Ms. Browne to take the geologist exam as soon as she qualifies.

FINANCIAL REPORT

Day told the Board that as a result of its compliance activities, it is in financial trouble. The Board has \$6,000 budgeted for compliance activities for 1985-87 and has already spent \$4,000 for the investigator, \$2,900 for legal services through September, and is incurring debts for October Attorney General services as well as the hearings officer. She will submit a request to the State Emergency Board for authority to expend additional moneys to (1) continue normal operation to the end of the biennium, (2) to pay outstanding, hearing-related bills; and (3) set aside contingency money for court of appeals expenses, if necessary.

REPORT ON FALL EXAMINATION

Fleming reported that, since the time in which to appeal had not ended, the Board would be given a complete report on statistics and review appeals at the next meeting. She stated that some information has been gathered from the control group -- and is expecting more in the near future. It was Fleming's recommendation that control people continue to take the exam, even though there had been suggestions that the volunteers be allowed to critique the exam without actually taking it. However, she suggested allowing the volunteers to

The findings of fact consist of evidentiary matters. Evidentiary matters can mean concrete or abstract facts. (Example: this building is located on a certain street which is a concrete fact). Abstract things can also be entered as findings of fact. These are things that the hearings officer can actually make a factual finding on. The Board will have to do this in its final order. In an administrative hearing, even a letter is admissible evidence. Letters gathered by a claimant stating facts as to the condition of a lawn prior to treatment, for example, will be accepted as evidence. The person's testimony is evidence. One thing that is done in the hearings officer's proposed order that is not done in the final order, is that the hearings officer rules on the credibility of witnesses, and whether or not she believes a witness. She also determines her facts when conflicting facts are presented. There are many clues as to whether that witness is telling the truth or not, including body language. (These findings are not subject to change by the Board.) The findings of fact are very important. If the case reaches the court of appeals, the findings of fact are the first thing the judge will look at.

Contained in the proposed order will be an opinion. Although not required by statute, it is required by case law. There is also the ultimate finding of fact, which is also required under case law. These are just the facts that are necessary to come up with the conclusions of law. Every fact in the ultimate finding is pertinent.

Finally, there is the conclusion of law. By this point, the conclusion should be evident. It has to be based on facts. The statutes strictly say there must be a conclusion of law, and the court of Appeals and the Supreme Court have required it be spelled out.

Day further explained the process step-by-step with the Board as follows: The hearings officer makes his/her findings which are called a proposed order. The hearings officer's findings can be appealed directly to the Board. The appeal to the Board is where the Board makes its findings. From those findings, the Board makes a final order. The next step in the appeal process is the Court of Appeals.

The discussion was then opened for questions. After answering the Board's questions, Myzak was excused.

Following review of a staff prepared draft outlining the conduct of hearing, a consensus of the Board was that staff had summarized Board "agreed upon" procedure accurately but asked that a few wording changes be made and a second draft be submitted to the Board. Day stated that it would be redrafted and distributed in advance of the next meeting.

UPDATE ON CIVIL PENALTY AND REVOCATION ACTIONS

Komar

Day reported that she had attended several meetings between attorneys representing the Board, Department of Higher Education, the Attorney General, and the Governor and as a result, rescheduled the hearing for September 12, 1985. The Director of Commerce also became involved at the request of the

RECEIVED
FEB 5 1985

DEPT. OF COMMERCE

Department of Commerce
Board of Geologist Examiners
4th Floor, Labor & Industries Building
Salem, Oregon 97310

February 5, 1985

Attn: Ms. Elaine Day, Administrator

Dear Ms. Day:

It has come to my attention that contracting practices of the Oregon Department of Fish and Wildlife (ODFW) may be in violation of state laws. Specifically, the violation pertains to Section 672.695 of the Oregon Revised Statutes concerning public agencies contracting only registered geologists.

Consultant services were recently solicited by ODFW for a geohydrologic evaluation and ground water supply development project at the Lookingglass Hatchery in Union County, Oregon (see attached advertisement). Following ODFW review of letters of interest, a "short list" consisting of four firms were requested to submit detailed proposals and interview for the contract. Two of the four firms included in the short list are, to my knowledge, operated by persons who are not registered by the Board to perform the "Public Practice of Geology". The non-registered individuals (and their firms) who interviewed for this consulting contract included: Jim Luzier, Luzier Hydrosiences, and Dave Brown, Pinnacle Geotechnical Ltd. Further, I understand that Pinnacle Geotechnical is now being awarded the contract.

I feel it is my professional responsibility to bring this matter to the attention of the Board. ODFW, a state agency, may be acting in ignorance of the state law in violation of ORS 672.695. Further, it appears that the two above named individuals are in violation of ORS 672.525, Subsection 2, by offering to publicly practice geology for ODFW. I feel the Board has a responsibility to investigate this situation, and bring it to the attention of ODFW. The above mentioned contract is now in the process of being negotiated. A timely inquiry by the Board into this matter may result in a fair settlement of the matter. I request that the Board investigate this situation immediately.

If you have any questions regarding this matter, I may be contacted at my office telephone, 635-4419.

Very truly yours,



by Gary Peterson, C. E. G

GP/es
Enclosure

Council
1/4/94
#5.1

Version dist. by
Del.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF REORGANIZING)	RESOLUTION NO. 94-1893
COUNCIL STANDING COMMITTEES,)	
MAKING APPOINTMENTS AND SETTING)	Introduced by Presiding Officer Wyers
MEETING SCHEDULES)	

WHEREAS, The Council of the Metropolitan Service District (Metro Council) adopted Resolution No. 88-840 on January 14, 1988, for the Purpose of Creating Standing Committees of the Council; and

WHEREAS, The Metro Council subsequently adopted Resolutions No. 88-964, 89-1038, 89-1125, 89-1137, 90-1207, 90-1274, 91-1382, 92-1553, 92-1642, 92-1737, and 93-1741 to reorganize Council standing committees and/or make appointments responding to Council needs; and

WHEREAS, There is a need to continue Committee oversight which responds to current policy and program issues, while setting an efficient, effective meeting schedule; now, therefore,

BE IT RESOLVED,

1. That this resolution replaces Resolution No. 93-1741.
2. That the Finance, Governmental Affairs, Planning, Regional Facilities, and Solid Waste Committees are continued.
3. That the purpose of each standing committee shall be as described in Exhibit A attached hereto and that the Council confirms the Presiding Officer's appointment of standing committee members for calendar year 1994 as described in Exhibit B attached hereto.
4. That the Council acknowledges the Presiding Officer's appointment of members to other Council-related committees or positions as described in Exhibit C attached hereto.
5. That the meeting schedule for the Council and each standing committee shall be set as described in Exhibit D attached hereto, except for special meetings and changes necessary to respond to holiday scheduling and/or other needs as determined by the Presiding Officer and each committee chair.

ADOPTED by the Metro Council this 4th day of January, 1994.

Judy Wyers, Presiding Officer

EXHIBIT A

PURPOSE OF THE COUNCIL STANDING COMMITTEES

Finance Committee

The purpose of the Finance Committee shall be to:

1. Act as the annual Budget Committee which reviews and makes recommendations to the Council on the Executive Officer's proposed fiscal year budget and appropriations schedule; and
2. Review and make recommendations to the Council on periodic requests for amendments to the adopted budget and appropriation schedule; and
3. Review and make recommendations to the Council on the annual financial audit and investment and credit policies and practices of Metro; and
4. Review and make recommendations to the Council on revenue proposals of Metro including property tax measures, excise tax measures, other tax measures, bond issue measures, service charges and fees, etc.; and
5. Review and make recommendations to the Council on long-range financial plans and policies of Metro and its various functions; and
6. Oversee the work of the Finance & Management Information Department and the Regional Facilities Department (procurement, building and office management; and construction support programs) to ensure that adopted policies and program goals and objectives are carried out or met; and
7. Review and make recommendations to the Council on other matters referred to the Committee by the Presiding Officer.

Governmental Affairs Committee

The purpose of the Governmental Affairs Committee shall be to:

1. Review and make recommendations to the Council on the internal and external affairs of Metro not under the purview of other committees; and
2. Review and make recommendations to the Council on internal operations matters including personnel rules, the performance audit program, rules and procedures for the

Council and its committees; Council expenditure guidelines, etc.; and

3. Monitor, develop and review recommendations for Council consideration which will foster and promote good relations with governmental agencies at the federal, state and local levels as well as with citizens, including state and federal legislative programs, the Bi-State Policy Advisory Committee and citizen participation and involvement programs such as proposed by the Metro Committee for Citizen Involvement; and
4. Coordinate the nomination of Portland Metropolitan Area Local Government Boundary Commission members by Metro Councilors and make recommendations to the Council on all Executive Officer appointments to positions and committees not covered by other standing committees; and
5. Oversee the work of the following departments to ensure that adopted policies and program goals and objectives are carried out or met: Council; Executive Management; Office of Government Relations; Office of General Counsel; Public Affairs; and Office of Citizen Involvement; and
6. Review and make recommendations on other matters referred to the committee by the Presiding Officer.

Planning Committee

The purpose of the Planning Committee shall be to:

1. Review and make recommendations to the Council on policies, programs, and contracts relating to transportation and land use planning, urban growth management, Region 2040 Program, the Regional Framework Plan, Future Vision, economic development, data services, water resource planning and management, local government coordination, housing, earthquake preparedness planning and other matters relating to Metro's planning activities; and
2. Review and make recommendations to the Council on confirmation of Executive Officer appointments to appropriate positions and committees relating to the purpose of this committee; and
3. Act as liaison with the Joint Policy Advisory Committee on Transportation (JPACT), the Metro Policy Advisory Committee (MPAC), and any other committee, task force, project management group, or work group which may be established related to the Planning Committee; and
4. Oversee the work of the Planning Department to ensure that adopted policies and

program goals and objectives, and budgets are carried out or met; and

5. Review and make recommendations to the Council on other matters referred to the Committee by the Presiding Officer.

Regional Facilities Committee

The purpose of the Regional Facilities Committee shall be to:

1. Review and make recommendations to the Council on policies and programs relating to the development, construction, renovation and operation of Metro facilities including the Metro Washington Park Zoo, the Oregon Convention Center, City of Portland facilities under Metro management responsibility according to the Consolidation Agreement with the City of Portland, and the Multnomah County Park and Exposition Facilities under Metro management according to the transfer agreement with Multnomah County, and the Metropolitan Greenspaces Program; and
2. Review and make recommendations to the Council on confirmation of Executive Officer appointments to: 1) the Metropolitan Exposition-Recreation Commission (MERC); 2) any other committee or task force created to advise the Council on matters pertaining to the purpose of this committee; and 3) appropriate administrative appointments; and
3. Act as a liaison with MERC, Friends of the Metro Washington Park Zoo (FOZ), Metropolitan Greenspaces Policy Advisory Committee and other organizations or committees which may be created related to the purpose of this committee; and
4. Review and make recommendations to the Council on plans or proposals including long-range financial plans for the continued development, operation and/or consolidation of convention, trade, performing arts and spectator facilities or programs in the region; long range financial plans for the development and operation of the Zoo and Regional Parks and Greenspaces; and
5. Oversee the work of the Zoo Department, MERC, Regional Parks and Greenspaces Department and any other administrative unit which is established to work on the development of regional facilities to ensure that adopted policies and program goals and objectives are carried out or met; and
6. Review and make recommendations to the Council on other matters referred to the Committee by the Presiding Officer.

Solid Waste Committee

The purpose of the Solid Waste Committee shall be to:

1. Review and make recommendations to the Council on policies and programs relating to the preparation, adoption and implementation of the Regional Solid Waste Management Plan (RSWMP), the development and operation of solid waste disposal facilities, and Metro's waste reduction responsibilities; and
2. Review and make recommendations to the Council on confirmation of Executive Officer appointments to committees and appropriate positions relating to Metro's solid waste responsibilities; and
3. Act as a liaison with the Solid Waste Advisory Committee, the community enhancement committees, and any other solid waste advisory committee which may be established; and
4. Oversee the work of the Solid Waste Department and any other administrative unit which is responsible for undertaking solid waste functions (such as planning and recycling activities) to ensure that adopted policies and program goals and objectives are carried out or met; and
5. Review and make recommendations to the Council on other matters referred to the Committee by the Presiding Officer.

EXHIBIT B

COUNCIL STANDING COMMITTEE MEMBERSHIP*

(January 4, 1994)

Finance Committee

Councilor Rod Monroe, Chair
Councilor Richard Devlin, V. Chair
Councilor Jim Gardner
Councilor Jon Kvistad
Councilor Roger Buchanan
**Councilor George Van Bergen
**Councilor Susan McLain

Regional Facilities Committee

Councilor Sandi Hansen, Chair
Councilor Ed Washington, V. Chair
Councilor Terry Moore
Councilor Ruth McFarland
Councilor Mike Gates

Governmental Affairs Committee

Councilor Mike Gates, Chair
Councilor George Van Bergen, V. Chair
Councilor Roger Buchanan
Councilor Judy Wyers

Solid Waste Committee

Councilor Ruth McFarland, Chair
Councilor Roger Buchanan, V. Chair
Councilor Susan McLain
Councilor Judy Wyers
Councilor Rod Monroe
Councilor Sandi Hansen

Planning Committee

Councilor Jon Kvistad, Chair
Councilor Jim Gardner, V. Chair
Councilor Terry Moore
Councilor Susan McLain
Councilor Richard Devlin
Councilor Mike Gates
Councilor Ed Washington
Councilor Rod Monroe

*The Presiding Officer may serve as a member of a committee for which there is a vacancy as a result of a vacancy on the Council.

**May serve as a member of the Budget Committee during deliberations on the Executive Officers Proposed FY 1994-95 Budget.

EXHIBIT C

Bi-State Policy Advisory Committee

Councilor Ruth McFarland, Co-Chair
Councilor Ed Washington, Alternate

Council Parliamentarian

Councilor Susan McLain

Friends of the Washington Park Zoo Board of Directors:

Councilor Ruth McFarland
Councilor Jon Kvistad
Councilor Terry Moore, Alternate

Future Vision Commission:

Councilor Susan McLain, V. Chair
Councilor Mike Gates

Joint Policy Advisory Committee on Transportation:

Councilor Rod Monroe, Chair
Councilor Susan McLain, V. Chair
Councilor Jon Kvistad
Councilor Jim Gardner, Alternate

Metro Policy Advisory Committee:

Councilor Richard Devlin
Councilor Jim Gardner
Councilor Terry Moore
Councilor Susan McLain, Alternate

Metropolitan Greenspaces Policy Advisory Committee:

Councilor Richard Devlin, Chair
Councilor Terry Moore, V. Chair
Councilor Susan McLain
Councilor Ruth McFarland, Alternate

Metro CCI Liaison

Councilor Richard Devlin

Oregon Regional Council Association Board of Directors:

Councilor Richard Devlin
Councilor Judy Wyers, Alternate

Regional Emergency Management Policy Advisory Committee:

Councilor Mike Gates
Councilor Terry Moore, Alternate

Regional Water Services Leadership Group:

Councilor Jon Kvistad
Councilor Susan McLain, Alternate

Smith and Bybee Lakes Management Committee:

Councilor Ed Washington, Chair
Councilor Sandi Hansen, Alternate

Solid Waste Enhancement Committees:

- North Portland Enhancement Committee
- Metro Central Enhancement Committee
- Oregon City Enhancement Committee

Councilor Sandi Hansen, Chair
Councilor Sandi Hansen, Chair
Councilor Mike Gates

Solid Waste Policy Advisory Committee:

Councilor Ruth McFarland, Chair
Councilor Roger Buchanan, Alternate

Solid Waste Rate Review Committee:

Councilor Ruth McFarland

SW Washington Regional Transportation Policy Committee:

Councilor Rod Monroe

South/North Steering Committee:

Councilor Rod Monroe

Special District Association of Oregon Board of Directors/Legislative Committee:

Councilor Richard Devlin
Councilor Mike Gates, Alternate

Tri-Met Committee on Accessible Transportation:

Councilor Roger Buchanan
Councilor Terry Moore, Alternate

Water Resources Policy Advisory Committee:

Councilor Susan McLain, Chair
Councilor Mike Gates
Councilor Ruth McFarland

Westside Corridor Project Steering Group:

Councilor Terry Moore
Councilor Richard Devlin, Alternate

EXHIBIT D

COUNCIL AND COMMITTEE MEETINGS

The Metro Council meetings shall be regularly scheduled as outlined below except when the Presiding Officer finds a need to: 1) Convene special meetings; 2) Change meeting dates or times to respond to special scheduling needs, such as during Thanksgiving and Christmas holiday periods; or 3) Cancel a meeting due to a lack of quorum or agenda items or other precipitating events.

Metro Council - Shall meet the second and fourth Thursdays of each month beginning at 4:00 p.m.*

The Metro Council standing committee meetings shall be regularly scheduled as outlined below except when the Committee Chair finds a need to:

1) Convene special meetings; 2) Change meeting dates or times to respond to special scheduling needs, such as during holiday periods; or 3) Cancel a meeting due to a lack of quorum or agenda items or other precipitating events.

Finance Committee - Shall meet the second and fourth Wednesdays of each month beginning at 4:00 p.m.*

Governmental Affairs Committee - Shall meet the second and fourth Tuesdays of each month beginning at 4:00 p.m.*

Planning Committee - Shall meet the first and third Thursdays of each month beginning at 4:00 p.m.*

Regional Facilities Committee - Shall meet the first and third Wednesdays of each month beginning at 4:00 p.m.*

Solid Waste Committee - Shall meet the first and third Tuesdays of each month beginning at 4:00 p.m.*


* Meeting call to order times subject to change at the discretion of the Committee Chair or the Presiding Officer

BALLOT NO. 1

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

JUDY WYERS
for Presiding Officer

Signed: Councilor 
RICHARD DEULIN

BALLOT NO. Dist 2

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

Judy Wyers
for Presiding Officer

Signed: Councilor Jan Kline

BALLOT NO. 13

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

Judy W.
for Presiding Officer

Signed: Councilor T. Mome

BALLOT NO. 5

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

Judy Wiers
for Presiding Officer

Signed: Councilor Mike Dote

BALLOT NO. 9

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

Judy Wagers
for Presiding Officer

Signed: Councilor Rad Monroe

BALLOT NO. 1

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

Judy Myers
for Presiding Officer

Signed: Councilor Judy Myers

BALLOT NO. 1

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

Jody Wipers
for Presiding Officer

Signed: Councilor Van Bergen

BALLOT NO. 1

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

J. Wyers
for Presiding Officer

Signed: Councilor S. Hansen

BALLOT NO. 1

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

Judy Weyer

for Presiding Officer

Signed: Councilor Susan McLain

BALLOT NO. 1

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

Judy Wyevs
for Presiding Officer

Signed: Councilor [Signature]

BALLOT NO. 1

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

Judy Wiers
for Presiding Officer

Signed: Councilor Ruth Starland

BALLOT NO. 1

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

Wyers
for Presiding Officer

Signed: Councilor Jim Garner

Council Roll Call and Vote Record

Date: 1/4/94

Item: Roll call

Mover: _____

Second: _____

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Buchanan	X	_____	_____	_____
Devlin	X	_____	_____	_____
Gardner	X	_____	_____	_____
Gates	X	_____	_____	_____
Hansen	X	_____	_____	_____
Kvistad	X	_____	_____	_____
McFarland	X	_____	_____	_____
McLain	X	_____	_____	_____
Monroe	X	_____	_____	_____
Moore	X	_____	_____	_____
Van Bergen	X	_____	_____	_____
Washington	X	_____	_____	_____
Wyers	X	_____	_____	_____

2/17/92
4/22/92
10/2/92
12/30/92
1/14/93

to suspend

Council Roll Call and Vote Record

Date: 1/4/94
Item: S.1
Mover: Mg
Second: EW

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Buchanan	X			
Devlin	X			
Gardner	X			
Gates	X			
Hansen	X			
Kvistad	X			
McFarland	X			
McLain	X			
Monroe	X			
Moore	X			
Van Bergen	X			
Washington	X			
Wyers	X			

2/17/92
4/22/92
10/2/92
12/30/92
1/14/93

man

Council Roll Call and Vote Record

Date: 1/4/94

Item: 5.1

Mover: Kor

Second: JK

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Buchanan	X			
Devlin	X			
Gardner	X			
Gates	X			
Hansen	X			
Kvistad	X			
McFarland	X			
McLain	X			
Monroe	X			
Moore	X			
Van Bergen	X			
Washington	X			
Wyers	X			

2/17/92
4/22/92
10/2/92
12/30/92
1/14/93

1/4/94

PO nomination

Council Roll Call and Vote Record

Date: _____

Item: _____

Mover: Roll nom. JW

Second: _____

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Buchanan	_____	_____	_____	_____
Devlin	_____	_____	_____	_____
Gardner	_____	_____	_____	_____
Gates	_____	_____	_____	_____
Hansen	_____	_____	_____	_____
Kvistad	_____	_____	_____	_____
McFarland	_____	_____	_____	_____
McLain	_____	_____	_____	_____
Monroe	_____	_____	_____	_____
Moore	_____	_____	_____	_____
Van Bergen	_____	_____	_____	_____
Washington	_____	_____	_____	_____
Wyers	_____	_____	_____	_____

2/17/92
4/22/92
10/2/92
12/30/92
1/14/93

BALLOT NO. 31

BALLOT TO ELECT PRESIDING OFFICER
FOR CALENDAR YEAR 1994

I vote for Candidate

 JUDY WYERS
for Presiding Officer

Signed: Councilor Ed. Washburn