



METRO

DATE: March 10, 1994
 MEETING: Metro Council
 DAY: Thursday
 TIME: 4:00 p.m.
 PLACE: Metro Council Chamber

Approx.
Time*

Presented
By

4:00 CALL TO ORDER/ROLL CALL

1. INTRODUCTIONS
2. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS
3. EXECUTIVE OFFICER COMMUNICATIONS

4:05
 (5 min.) 4. CONSENT AGENDA (Action Requested: Motion to Adopt the Consent Agenda)

4.1 Minutes of February 24, 1994

REFERRED FROM THE REGIONAL FACILITIES COMMITTEE

- 4.2 Resolution No. 94-1912**, For the Purpose of Correcting the Legal Description of Real Property Interests Transferred to Tri-Met to Allow Construction of the Westside Light Rail Line Including a Station to Serve the Metro Washington Park Zoo and Modifications to the Parking Lot

4:10
 (5 min.) 5. ORDINANCES, FIRST READINGS

- 5.1 Ordinance No. 94-532**, For the Purpose of Granting a Franchise to Pemco, Inc., For the Purpose of Operating a Petroleum Contaminated Soil Processing Facility and Declaring an Emergency (Action Requested: Recommend to the Solid Waste Committee for Consideration)
- 5.2 Ordinance No. 94-533**, For the Purpose of Amending Metro Code Sections 5.02.055 and 7.01.080 Relating to the Collection of User Fees and Excise Taxes from Franchised and Other Designated Solid Waste Facilities, and Declaring an Emergency (Action Requested: Recommend to the Finance Committee for Consideration)
- 5.3 Ordinance No. 94-536**, An Ordinance Amending Ordinance No. 93-487A Revising the FY 1993-94 Budget and Appropriations Schedule For the Purpose of Funding a Request from the North Portland Enhancement Committee to Provide Grants from the Rehabilitation and Enhancement Fund, North Portland Enhancement Account, for New Construction to Fund an Improvement Project at Delauney Family of Services and for Project Start-Up of the Multnomah Community Development Corporation; and Declaring an Emergency (Action Requested: Recommend to the Solid Waste and Finance Committees for Consideration)

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5. ORDINANCES (Continued)

- 5.4 Ordinance No. 94-538**, An Ordinance Amending Metro Code 2.06.030(b) and 2.06.030(b)(1); and Declaring an Emergency (Action Requested: Recommend to the Finance Committee for Consideration)

6. ORDINANCES, SECOND READINGS

REFERRED FROM THE SOLID WASTE COMMITTEE

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| 4:15
(20 min.) | 6.1 Ordinance No. 94-531 , For the Purpose of Amending Metro Code Chapter 5.02 to Adjust Disposal Fees Charged at Metro Solid Waste Facilities, Provide for Special Exemptions from Fees and Establish Covered Load Rebates
<u>PUBLIC HEARING</u> (Action Requested: Motion to Adopt the Ordinance) | McLain |
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REFERRED FROM THE FINANCE COMMITTEE

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| 4:35
(20 min.) | 6.2 Ordinance No. 94-522A , An Ordinance Amending Ordinance No. 93-487A Revising the FY 1993-94 Budget and Appropriations Schedule for the Purpose of Funding Legislative Increases in Elected Officials Salaries, Adding a Full Time Temporary Associate Analyst in the Council Department for the Remaining Year, and Declaring an Emergency <u>PUBLIC HEARING</u> (Action Requested: Motion to Adopt the Ordinance) | Van Bergen |
| 4:55
(10 min.) | 6.3 Ordinance No. 94-530 , An Ordinance Amending Ordinance No. 93-487A Revising the FY 1993-94 Budget and Appropriations Schedule For the Purpose of Funding Outside Counsel Opinion on the Lease of Metro Center; and Declaring an Emergency <u>PUBLIC HEARING</u> (Action Requested: Motion to Adopt the Ordinance) | Monroe |
| 5:05
(10 min.) | 6.4 Ordinance No. 94-534 , Amending Ordinance No. 93-487A Revising the FY 1993-94 Budget and Appropriations Schedule For the Purpose of Funding Oregon Safety and Health Administration (OSHA) Required Safety Equipment; and Declaring an Emergency <u>PUBLIC HEARING</u> (Action Requested: Motion to Adopt the Ordinance) | McLain |

7. RESOLUTIONS

REFERRED FROM THE PLANNING COMMITTEE

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| 5:15
(10 min.) | 7.1 Resolution No. 94-1922 , For the Purpose of Extending the Contracts for Consultant Services Associated with the Completion of Tier I Alternatives Analysis for the South/North Corridor (Action Requested: Motion to Adopt the Resolution) | Monroe |
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7. RESOLUTIONS (Continued)

REFERRED FROM THE SOLID WASTE COMMITTEE
BEFORE THE CONTRACT REVIEW BOARD

5:25 (10 min.)	7.2 Resolution No. 94-1914 , For the Purpose of Authorizing an Exemption to Metro Code Chapter 2.04.060, Personal Services Contracts Selection Process, and Authorizing a Sole-Source Contract with Stop Oregon Litter and Vandalism (SOLV) for Sponsorship of the Annual "SOLV-IT" Cleanup Event on Saturday, April 23, 1994 (Action Requested: Motion to Adopt the Resolution)	Hansen
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5:35 (10 min.)	7.3 Resolution No. 94-1915A , For the Purpose of Updating the Regional Solid Waste Management Plan to Include New Options for Managing the Region's Organic Waste (Action Requested: Motion to Adopt the Resolution)	Monroe
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REFERRED FROM THE REGIONAL FACILITIES COMMITTEE

5:45 (10 min.)	7.4 Resolution No. 94-1923 , For the Purpose of Confirming the Reappointment of Mitzi Scott to the Metropolitan Exposition-Recreation Commission (Action Requested: Motion to Adopt the Resolution)	Washington
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5:55 (10 min.)	7.5 Resolution No. 94-1908A , For the Purpose of Funding Second-Year Metropolitan Greenspaces Education Grants Program (Action Requested: Motion to Adopt the Resolution)	Hansen
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6:05 (10 min.)	7.6 Resolution No. 94-1918A , For the Purpose of Entering Into a Memorandum of Understanding with the Friends of Forest Park for Receipt of a Land Donation and Related Easements (Action Requested: Motion to Adopt the Resolution)	McFarland
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6:15 (10 min.)	7.7 Resolution No. 94-1919 , For the Purpose of Establishing a Process for Considering and Executing Options to Purchase Land for the Regional Parks and Greenspaces System (Action Requested: Motion to Adopt the Resolution)	Moore
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REFERRED FROM THE FINANCE COMMITTEE

6:25 (10 min.)	7.8 Resolution No. 94-1911 , Giving Authorization to General Counsel to Pursue Legal Action Against Jetta Products and (If Needed) M&M Productions (Action Requested: Motion to Adopt the Resolution)	Van Bergen
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6:35 (10 min.)	7.9 Resolution No. 94-1913 , For the Purpose of Authorizing a Request for Proposals for Design/Build Competition for Procurement of Exterior Signage for Metro Regional Center (Action Requested: Motion to Adopt the Resolution)	McLain
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6:45 (10 min.)	<u>8. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS</u>	
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6:55	ADJOURN	
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Meeting Date: March 10, 1994
Agenda Item No. 4.1

MINUTES



METRO

DATE: March 4, 1994

TO: Metro Council
Executive Officer
Agenda Recipients

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 4.1; MINUTES

The minutes of February 24, 1994, will be distributed in advance on or before Wednesday, March 9, and copies of same will be available at the Council meeting March 10.

Meeting Date: March 10, 1994
Agenda Item No. 4.2

RESOLUTION NO. 94-1912



METRO

DATE: March 4, 1994

TO: Metro Council
Executive Officer
Agenda Recipients

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 4.2; RESOLUTION NO. 94-1912

The Regional Facilities Committee report on the above-referenced resolution will be distributed in advance to Councilors and available at the Council meeting March 10, 1994.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CORRECTING	)	RESOLUTION NO. 94-1912
THE LEGAL DESCRIPTION OF REAL)	
PROPERTY INTERESTS TRANSFERRED	)	Introduced by Rena Cusma,
TO TRI-MET TO ALLOW CONSTRUCTION	)	Executive Officer
OF THE WESTSIDE LIGHT RAIL LINE)	
INCLUDING A STATION TO SERVE THE)	
METRO WASHINGTON PARK ZOO AND)	
MODIFICATIONS TO THE PARKING LOT)	

WHEREAS, Metro owns the Metro Washington Park Zoo; and

WHEREAS, Metro is one of three Lessees of the Parking Lot which is owned by the City of Portland and which serves the Zoo, Oregon Museum of Science and Industry, and the World Forestry Center; and

WHEREAS, Tri-Met is constructing the Westside Light Rail including a Zoo station; and

WHEREAS, Pursuant to Resolution No. 93-1804, the Metro Council authorized an Intergovernmental Agreement with Tri-Met transferring to Tri-Met the property interests possessed by Metro and needed by Tri-Met for the light rail line and station subject to certain terms and conditions; and

WHEREAS, Tri-Met has identified and amended the need for the transfer of additional real property interests to accomplish this purpose, as well as to provide for modifications to the Parking Lot; now, therefore,

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to enter into an Intergovernmental Agreement with Tri-Met, the City of Portland, the Oregon Museum of Science and Industry, and the World Forestry Center, in a form substantially similar to Attachment "A," transferring Metro's interests in certain real property described therein.

ADOPTED by the Metro Council this ____ day of _____, 1994.

Judy Wyers, Presiding Officer

AGREEMENT
(WASHINGTON PARK LRT STATION/PARKING LOT PROJECT)

This Agreement is between the Tri-County Metropolitan Transportation District of Oregon (Tri-Met), the City of Portland, Oregon (City), Metro, the World Forestry Center (WFC), and the Oregon Museum of Science and Industry (OMSI).

RECITALS:

- A. Tri-Met is constructing a Westside Light Rail Transit (LRT) Project, consisting of light rail tracks, stations, and associated facilities (LRT Project). The LRT Project includes a tunnel under the City's West Hills (Tunnel) and a LRT Station (Washington Park Station) above the Tunnel in the public parking lot abutting the Washington Park Zoo, the Oregon Museum of Science and Industry, and the World Forestry Center. The City of Portland owns the parking lot area, and Metro, OMSI, and WFC are co-lessees of the parking lot area. Metro owns the Washington Park Zoo. OMSI and WFC are lessees of the land abutting the parking lot on which their respective facilities are located.
- B. In order to construct and maintain the Washington Park Station, Tri-Met needed to acquire fee title to land where the Station will be located; a permanent right of access to the Station; and temporary easements for construction, for replacement parking during construction, and for access to the Station construction area and to the replacement parking area during construction of the Station. To fulfill this need, Tri-Met entered into agreements with the City (Agreement: Westside LRT Project Acquisition and Use of Washington Park Property [City of Portland/Tri-Met]) (City Agreement), and Metro (Intergovernmental Agreement) (Metro Agreement) pursuant to which, among other things, the City and Metro agreed to convey to Tri-Met certain interests in land related to the Washington Park Station. Thereafter, the City and Metro conveyed those interests to Tri-Met. In addition, OMSI and WFC have conveyed to Tri-Met certain interests in land related to the Station (Quit Claim Deed).
- C. Subsequent to the agreements and conveyances referred to in Recital B, above, Metro, City, OMSI, and WFC have decided to reconfigure portions of the parking lot, including the realignment of Knight's Boulevard, which presently bisects the parking lot, so that it will become the western perimeter road for the parking lot (Parking Lot Improvement Project). Tri-Met, in turn, has agreed to integrate the Parking Lot Improvement Project design and construction with the Washington Park Station design and construction. In addition, Tri-Met has proceeded to final design of the Station and development of the Station construction plans and specifications. These occurrences have resulted in the

need for some minor changes in the land interests previously conveyed by the City, Metro, OMSI, and WFC to Tri-Met as well as for some other technical agreements between Tri-Met and the City, Metro, OMSI, and WFC. The purpose of this Agreement is to provide for the minor changes in conveyances and to set out the other technical agreements of the parties.

AGREEMENT:

1. Washington Park Station Footprint.

In order to conform the previous conveyances of land where the Washington Park Station will be located to the final design, the parties will carry out the following transactions:

- (a) Tri-Met will reconvey to the City title to the area previously conveyed in fee by the City to Tri-Met for the Washington Park Station. The form of deed for the reconveyance is attached hereto as Exhibit A.
- (b) The City will convey to Tri-Met title to the area within the finally established footprint for the Washington Park Station. The form of deed for the conveyance is attached hereto as Exhibit B.
- (c) Tri-Met will quitclaim back to Metro the interest previously quitclaimed by Metro to Tri-Met for the Washington Park Station. The form of deed for the quitclaim is attached hereto as Exhibit C.
- (d) Metro will quitclaim to Tri-Met its interest in the area within the finally established footprint for the Washington Park Station. The form of deed for the quitclaim is attached hereto as Exhibit D.
- (e) Tri-Met will quitclaim back to OMSI the interest previously quitclaimed by OMSI to Tri-Met for the Washington Park Station. The form of deed for the quitclaim is attached hereto as Exhibit E.
- (f) OMSI will quitclaim to Tri-Met its interest in the area within the finally established footprint for the Washington Park Station. The form of deed for the quitclaim is attached hereto as Exhibit F.
- (g) Tri-Met will quitclaim back to WFC the interest previously quitclaimed by WFC to Tri-Met for the Washington Park Station. The form of deed for the quitclaim is attached hereto as Exhibit G.

- (h) WFC will quitclaim to Tri-Met its interest in the area within the finally established footprint for the Washington Park Station. The form of deed for the quitclaim is attached hereto as Exhibit H.

2. Washington Park Station Construction Shoring.

- (a) In constructing the Washington Park Station, Tri-Met's contractors may need to install shoring and subsurface tiebacks to enable the construction work to occur. All shoring will be inside the area bounded by the outer perimeter of the Station construction easement area, but some shoring may be outside the Washington Park Station footprint area designated for permanent acquisition by Tri-Met under paragraph 1 of this Agreement. In addition, some tiebacks may extend underground even beyond the Station construction easement area. Tri-Met needs the authority to authorize its construction contractors to install tiebacks and also to leave the shoring and tiebacks buried in place following completion of construction.
- (b) The City, Metro, OMSI, and WFC hereby grant Tri-Met the authority to authorize its construction contractors to install tiebacks that extend underground beyond the Station construction easement area and to leave shoring and/or the tiebacks buried in place following completion of construction, even if outside the Washington Park Station footprint area designated for permanent acquisition by Tri-Met under paragraph 1 of this Agreement. Tri-Met's authority hereunder is subject to the following conditions, to which Tri-Met agrees:
 - (i) Tiebacks extending outside the Station construction easement area shall not affect parking on the surface above the tiebacks; and
 - (ii) On final completion of construction, Tri-Met shall furnish the City and Metro with "as built" showing the location and nature of any tiebacks and/or shoring that have been left in place, for future reference by the City, Metro, OMSI, and WFC.

3. Washington Park Station Construction Easement.

- (a) The City, Metro, OMSI, and WFC hereby grant to Tri-Met an initial temporary construction easement for construction of the Washington Park Station covering the area marked as the "Limits of Construction Work Site Stage 0" as shown on Exhibit I attached hereto.

This easement, and a part of the easement provided for in paragraph 5 of this Agreement, shall be substituted for the Washington Park Station Temporary Construction Easements previously granted based on the City Agreement, the Metro Agreement, and the Quit Claim Deed, which previously granted easements shall no longer be effective.

- (b) Tri-Met's rights under subparagraph 3(a) shall commence September 6, 1994 and shall end June 30, 1997, except that Tri-Met may accelerate the commencement date, subject to the approval of Metro, City, OMSI, and WFC; and may make reasonable extensions of the ending date, as necessary or appropriate to provide for proper construction of the Station, following consultation with Metro, City, OMSI, and WFC. Tri-Met shall give Metro, City, OMSI, and WFC at least 7 days advance notice of any need to accelerate the commencement date.
- (c) Tri-Met may make adjustments in the area marked O on Exhibit I subject to the approval of Metro, City, OMSI, and WFC. Tri-Met shall give Metro, City, OMSI, and WFC at least 7 days advance notice of any need to make an adjustment.
- (d) The approvals referred to in subparagraphs 3(b) and 3(c) may be given by Sherry Sheng or an alternate designated by such person, for Metro; by John Sewell or an alternate designated by such person, for City; by Rod McDowell or an alternate designated by such person, for OMSI; and by Mark Reed or an alternate designated by such person, for WFC.
- (e) The terms of the temporary construction easement are as follows:
 - (i) Tri-Met and its agents, independent contractors, and invitees may use the easement area for station excavation and work areas for purposes of construction of the Washington Park Station and reconstruction of abutting parking lot areas for a public transportation system and its appurtenances and facilities.
 - (ii) Tri-Met shall have the right to restrict use of and access to the area or portions thereof during the temporary easement term to such persons as Tri-Met deems appropriate. Except as so restricted by Tri-Met, the parties hereto may use the areas as they deem appropriate provided that the use does not interfere with the rights granted to Tri-Met.

- (iii) Tri-Met agrees to indemnify and defend the parties hereto from any loss, claim, or liability arising in any manner out of Tri-Met's use of the easement.

4. Washington Park Station Access.

The City Agreement, Metro Agreement, and Quitclaim Deed provided an easement for access to the Washington Park Station both during construction and thereafter. The access easement area as described in those documents will be appropriate during most of the construction period, but will not be appropriate once Knight's Boulevard is realigned. The parties hereto agree that the portion of the Washington Park Station Access Easement over the present Knight's Boulevard shall be relocated to the new Knight's Boulevard when it is realigned and open to public traffic use. Except for this specific change, all other provisions of the Washington Park Station Access Easement shall remain in effect.

5. Parking Lot Improvement Project.

- (a) The Parking Lot Improvement Project will occur in coordination with the construction of the Washington Park Station. The City, Metro, OMSI, and WFC hereby grant to Tri-Met a temporary construction easement for the latter phase of construction of the Washington Park Station and for the Parking Lot Improvement Project covering the entire parking lot area, subject to the provisions of paragraph (b). The parking lot area, as referred to herein, is the area indicated on Exhibit J hereto.
- (b) The terms of the temporary construction easement are as follows:
 - (i) Tri-Met and its agents, independent contractors, and invitees shall use the easement area for purposes of construction of the Parking Lot Improvement Project and for work areas for purposes of the latter phases of construction of the Washington Park Station.
 - (ii) Subject to the limitations of paragraphs (iii) and (iv), and of any separate agreement between Tri-Met and Metro, City, OMSI or WFC regarding design and construction of the Parking Lot Project, Tri-Met shall have the right to restrict use of and access to the area or portions thereof during the temporary easement term to such persons as Tri-Met deems appropriate, except that Tri-Met at all

times shall maintain for vehicles reasonable driveway access to the Washington Park Zoo Conference Center and Veterinary Clinic and to WFC via its three service driveways. Except as restricted by Tri-Met, the parties hereto may use the areas as they deem appropriate provided that the use does not interfere with the rights granted to Tri-Met.

- (iii) Tri-Met at all times shall maintain at least 674 parking spaces in the parking lot area indicated on Exhibit H hereto (not counting spaces in the temporary parking area) available for visitors to the Metro Washington Park Zoo, City, OMSI, and WFC facilities throughout construction of the Washington Park Station and the Parking Lot Improvement Project, together with reasonable visitor access to the spaces and from the spaces to the facilities.
- (iv) In the carrying out of the Parking Lot Project, Tri-Met shall consult regularly with Metro, City, OMSI, and WFC regarding the phasing of construction and the traffic management plan with a view to management of parking and traffic during construction so as to assure that the minimum number of parking spaces specified in paragraph (iii) and reasonable visitor access to the spaces and from the spaces to the Metro Washington Park Zoo, OMSI, and WFC facilities are available at all times.
- (v) Notwithstanding the restrictions contained in subparagraph 5(b)(iii), Tri-Met from time-to-time may maintain less than 674 parking spaces provided that Tri-Met first has obtained written approval to do so from Metro, OMSI, and WFC. The written approvals may be given by the persons, or their designated alternates, identified in subparagraph 3(d).
- (vi) Tri-Met's current concept for phasing of construction is that construction will occur in 7 stages, as indicated in Exhibits K(1) through K(6) hereto, with the stages occurring on the following schedule:

K(1) September 6, 1994 to June 30, 1997	(Stage 0)
and October 1, 1996 to October 28, 1996	(Stage 1)
K(2) October 29, 1996 to December 10, 1996	(Stage 2)
K(3) December 26, 1996 to March 21, 1997	(Stage 3)
K(4) March 24, 1997 to June 16, 1997	(Stage 4)
K(5) June 17, 1997 to July 15, 1997	(Stage 5)
K(6) July 16, 1997 to August 12, 1997	(Stage 6)

This concept for phasing of construction is set out herein for information only and is not intended to create a binding obligation as to what the phasing will be.

- (vii) Tri-Met agrees to indemnify, hold harmless, and defend Metro, City, OMSI, and WFC (Indemnification Parties) from any loss or claim made by third parties including legal fees and costs of defending actions or suits, resulting directly or indirectly from Tri-Met's, or its contractors', subcontractors', agents', or employees' use of the easement, where the loss or claim is attributable wholly or in part to the negligence or other fault of Tri-Met or its contractors, subcontractors, agents, or employees. If the loss or claim is caused by the joint or concurrent negligence or other fault of one or more of the Indemnified Parties and Tri-Met or its contractors, subcontractors, agents, or employees, the resulting damages shall be borne by each in proportion to the degree of negligence or other fault attributable to each. This subparagraph shall be subject to any revisions that may be made to it in any separate agreement between Tri-Met and Metro, City, OMSI, or WFC regarding design and construction of the Parking Lot Project.

6. Temporary Parking Lot Access.

The City Agreement, Metro Agreement, and Quit Claim Deed provided a temporary easement for access to a temporary parking area (Washington Park Parking Access Easement). The access easement area as described in those documents will be appropriate during most of the construction period, but will not be appropriate once Knight's Boulevard is realigned. The parties hereto agree that the portion of the Washington Park Parking Access Easement over the present parking area perimeter road shall be relocated to the new Knight's Boulevard when it is realigned and open to public traffic use. The parties further agree that the City may substitute for the granted access alternate reasonably equivalent access approved in writing by Tri-Met, which approval shall not be unreasonably withheld. Except for these specific changes, all other provisions of the Washington Park Parking Access Easement shall remain in effect.

7. Continuing Effect of Prior Documents.

Except as expressly provided otherwise herein, the City Agreement, the Metro Agreement, and the Quit Claim Deed shall remain in full force and effect.

8. Effect on Parking Lot Lease.

Nothing in this Agreement shall be construed to amend or otherwise affect the existing rights, duties, and obligations of the City as lessor and Metro, OMSI, and WFC as lessees pursuant to the Parking Lot Lease Agreement entered into by City, Metro, OMSI, and WFC on April 10, 1978.

9. Final Design of Parking Lot Improvement Project.

The parties agree that this Agreement, including the Exhibits hereto, is not intended to establish the final design of the Parking Lot Improvement Project, and that the final design drawings for the Parking Lot Improvement Project may be different than the Exhibits hereto. The sole purposes of the Exhibits hereto related to the Parking Lot Improvement Project (Exhibits J and K(1) through K(6)) are to define the temporary construction easement area for the Parking Lot Improvement Project and to describe Tri-Met's current concept for phasing of construction of the latter phase of the Washington Park Station and of the Parking Lot Improvement Project.

DATED: _____

Approved as to Form:

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

Tri-Met Legal Counsel

By: _____
General Manager

Approved as to Form:

CITY OF PORTLAND, OREGON

City Attorney

By: _____
Commissioner of Public Safety

By: _____
Auditor

Approved as to Form:

METRO

Metro Legal Counsel

By: _____
Executive Officer

**OREGON MUSEUM OF SCIENCE
AND INDUSTRY**

By: _____

Its: _____

WORLD FORESTRY CENTER

By: _____

Its: _____

QUITCLAIM DEED

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, Grantor, releases and quitclaims to CITY OF PORTLAND, OREGON, Grantee, all right, title, and interest in and to the following described real property:

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 17.50 feet right of TRI-MET "eastbound" Light Rail Track centerline station 877+23.63, said point being a point of non-tangent curvature (the radial line from which bears North 75° 00' 11" East); thence on a 603.00 foot radius curve right (the long chord of which bears North 13° 59' 06" West 21.30 feet) 21.30 feet; thence North 14° 48' 15" East 24.44 feet; thence North 1° 39' 05" West 95.84 feet; thence North 88° 20' 55" East 60.98 feet; thence South 46° 39' 04" East 24.40 feet; thence North 88° 20' 55" East 187.53 feet; thence North 43° 20' 55" East 23.69 feet; thence North 88° 02' 34" East 93.65 feet; thence South 1° 39' 05" East 64.44 feet; thence South 10° 39' 50" West 80.27 feet to a point of non-tangent curvature (the radial line from which bears South 11° 10' 33" West); thence on a 842.50 foot radius curve left (the long chord of which bears South 88° 47' 24" West 361.43 feet) 364.26 feet to the point of beginning.

The centerline of the TRI-MET "eastbound" Light Rail Track (LRT) referred to hereinabove is described as follows:

Beginning at TRI-MET "eastbound" Light Rail Track (LRT) centerline station 870+07.20, said station being South 2,954.90 feet and West 4,832.65 feet of a stone with chiseled "X" found in a monument box in the driveway to Reservoir #4, said stone also being at the intersection of the Subdivision line of the Thomas Carter D.L.C. and the north line of S.W. Jefferson Street extended west, said stone also being 295.5 feet west of the S.E. corner City Park as it is shown on Map G8/39 (Multnomah County Survey Records); thence South 85° 43' 39" East 199.02 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears South 86° 08' 28" East 130.00 feet) 130.00 feet; thence on a 3,000.00 foot radius curve left (the long chord of which bears South 88° 41' 22" East 180.15 feet) 180.18 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 88° 45' 45" East 130.00 feet) 130.00 feet to a point of tangency; thence North 88° 20' 55" East 441.86 feet to a point of spiral curvature; thence on a spiral curve left

(the long chord of which bears North 87° 50' 14" East 150.00 feet) 150.00 feet; thence on a 2,800.00 foot radius curve left (the long chord of which bears North 75° 48' 21" East 1,069.31 feet) 1,075.92 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 63° 46' 28" East 150.00 feet) 150.00 feet to a point of tangency; thence North 63° 15' 47" East 1,818.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 62° 44' 16" East 110.00 feet) 110.00 feet; thence on a 2,000.00 foot radius curve left (the long chord of which bears North 37° 28' 11" East 1,640.81 feet) 1,690.70 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 12° 12' 06" East 110.00 feet) 110.00 feet to a point of tangency; thence North 11° 40' 36" East 55.10 feet to LRT station 932+48.85 and the end of said centerline description.

Bearings are based upon the Oregon Coordinate System of 1927.

The parcel of land to which this description applies contains 1.021 acres, more or less, outside of the existing right of way.

The true consideration for this conveyance is the subsequent conveyance by Grantee to Grantor of nearly the same but slightly different, real property in order to correct the boundaries of property to be owned by Grantor.

Dated: _____, 1994.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON

THIS INSTRUMENT WILL NOT ALLOW
USE OF THE PROPERTY DESCRIBED IN
THIS INSTRUMENT IN VIOLATION OF
APPLICABLE LAND USE LAWS AND
REGULATIONS. BEFORE SIGNING OR
ACCEPTING THIS INSTRUMENT, THE
PERSON ACQUIRING FEE TITLE TO THE
PROPERTY SHOULD CHECK WITH THE
APPROPRIATE CITY OR COUNTY
PLANNING DEPARTMENT TO VERIFY
APPROVED USES.

By _____
Tom Walsh, General Manager

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged
before me on this _____ day of
_____, 1994, by
Tom Walsh as General Manager of the
Tri-County Metropolitan
Transportation District of Oregon.

Notary Public for Oregon
My Commission expires: _____

Grantor's Name and Address:

Tri-Met
c/o Tom Walsh
General Manager, Tri-Met
4012 S.E. 17th Avenue
Portland, OR 97202

Grantee's Name and Address:

City of Portland
c/o City Auditor
Room 202
1220 SW Fifth Avenue
Portland, OR 97204

After recording return to:

City of Portland
c/o City Auditor
Room 202
1220 SW Fifth Avenue
Portland, OR 97204

Until requested otherwise, send all tax
statements to:

City of Portland
c/o City Auditor
Room 202
1220 SW Fifth Avenue
Portland, OR 97204

STATE OF OREGON,)
County of Multnomah) ss.

space reserved
for
recorder's use

I certify that the within instrument was
received for record on the _____ day of
_____, 1994, at
_____ o'clock _____ M., and recorded in
book/reel/volume No. _____
_____, Record of Deeds
of said County.

Witness my hand and seal of County affixed.

Name Title

By _____

QUITCLAIM DEED

CITY OF PORTLAND, OREGON, Grantor, releases and quitclaims to TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, Grantee, all right, title, and interest in and to the following described real property:

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 20.03 feet left of TRI-MET "eastbound" Light Rail Track centerline station 877+11.72; thence North 0° 32' 39" West 114.07; thence North 89° 27' 21" East 12.00 feet; thence South 0° 32' 39" East 6.02 feet; thence North 88° 13' 41" East 10.67 feet to a point of curvature; thence on a 4.99-foot radius curve right (the chord of which bears South 46° 41' 16" East 7.07 feet) 7.86 feet; thence South 1° 36' 13" East 15.03 feet; thence North 88° 20' 47" East 59.50 feet; thence North 1° 36' 13" West 13.51 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 28' 39" East 3.54 feet) 3.93 feet; thence North 88° 33' 31" East 6.01 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears South 46° 31' 21" East 3.53 feet) 3.92 feet; thence South 1° 36' 13" East 13.46 feet; thence North 88° 20' 56" East 25.50 feet; thence North 1° 36' 13" West 15.97 feet; thence North 88° 20' 56" East 34.00 feet to a point of non-tangent curvature; thence on a 6.50-foot radius curve right (the chord of which bears North 34° 19' 00" East 7.63 feet) 8.15 feet to a point of compound curvature; thence on a 70.99-foot radius curve right (the chord of which bears North 88° 19' 02" East 44.06 feet) 44.80 feet to a point of compound curvature; thence on a 6.49-foot radius curve right (the chord of which bears South 37° 36' 12" East 7.63 feet) 8.16 feet; thence South 1° 36' 13" East 16.02 feet; thence North 88° 20' 36" East 76.50 feet; thence North 1° 36' 13" West 13.48 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 12' 27" East 3.52 feet) 3.91 feet; thence North 88° 01' 07" East 3.01 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears South 46° 47' 33" East 3.54 feet) 3.94 feet; thence South 1° 36' 13" East 13.45 feet; thence North 88° 21' 44" East 76.50 feet; thence North 1° 36' 13" West 15.30 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 38' 43" East 3.55 feet) 3.94 feet; thence North 88° 53' 38" East 12.29 feet to a point of non-tangent curvature; thence on a 69.86-foot radius curve left (the chord of which bears North 20° 13' 59" West 62.43 feet) 64.72 feet; thence South 44° 42' 45" West 14.85 feet to a point of curvature; thence on a 4.99-foot radius curve right (the chord of which bears North 77° 00' 15" West 8.49 feet) 10.15 feet; thence North 18° 43' 15" West 1.58 feet to a point of curvature; thence on a 10.00-foot radius curve right (the chord of which bears North 26° 03' 20" East 14.09 feet) 15.63 feet; thence North 70° 49' 54" East 5.28 feet to a point of curvature; thence on a 24.99-foot radius curve right (the chord of which bears South 72° 25' 17" East 29.90 feet) 32.06 feet to a point of compound curvature; thence on a 92.99-foot radius curve right (the chord of which bears South 16° 49' 23" East 60.09 feet) 61.19 feet; thence South 2° 01' 41" West 42.17 feet to a point of curvature; thence on a 200.00-foot radius curve right (the chord of which bears South 7° 57' 23" West 41.31 feet) 41.39 feet; thence South 13° 53' 05" West 54.60 feet to a point of curvature; thence on a 25.00-foot radius curve right (the chord of which bears South 55° 26' 19" West 33.17

feet) 36.26 feet to a point of reverse curvature; thence on a 1,111.56-foot radius curve left (the chord of which bears South 88° 34' 05" West 325.71 feet) 326.89 feet to a point of reverse curvature; thence on a 25.00-foot radius curve right (the chord of which bears North 47° 28' 33" West 39.60 feet) 45.71 feet to a point of reverse curvature; thence on a 214.00-foot radius curve left (the chord of which bears North 2° 10' 50" East 20.35 feet) 20.35 feet to the point of beginning.

The centerline of the TRI-MET "eastbound" Light Rail Track (LRT) referred to hereinabove is described as follows:

Beginning at TRI-MET "eastbound" Light Rail Track (LRT) centerline station 870+07.20, said station being South 2,954.90 feet and West 4,832.65 feet of a stone with chiseled "X" found in a monument box in the driveway to Reservoir #4, said stone also being at the intersection of the Subdivision line of the Thomas Carter D.L.C. and the north line of S.W. Jefferson Street extended west, said stone also being 295.5 feet west of the S.E. corner City Park as it is shown on Map G8/39 (Multnomah County Survey Records); thence South 85° 43' 39" East 199.02 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears South 86° 08' 28" East 130.00 feet) 130.00 feet; thence on a 3,000.00 foot radius curve left (the chord of which bears South 88° 41' 22" East 180.15 feet) 180.18 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 88° 45' 45" East 130.00 feet) 130.00 feet to a point of tangency; thence North 88° 20' 55" East 441.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 87° 50' 14" East 150.00 feet) 150.00 feet; thence on a 2,800.00 foot radius curve left (the chord of which bears North 75° 48' 21" East 1,069.31 feet) 1,075.92 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 63° 46' 28" East 150.00 feet) 150.00 feet to a point of tangency; thence North 63° 15' 47" East 1,818.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 62° 44' 16" East 110.00 feet) 110.00 feet; thence on a 2,000.00 foot radius curve left (the chord of which bears North 37° 28' 11" East 1,640.81 feet) 1,690.70 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 12° 12' 06" East 110.00 feet) 110.00 feet to a point of tangency; thence North 1° 40' 36" East 55.10 feet to LRT station 932+48.85 and the end of said centerline description.

Bearings are based upon the Oregon Coordinate System of 1927, North Zone.

The parcel of land to which this description applies contains 1.270 acres, more or less, outside of the existing right of way.

The true consideration for this conveyance is the prior conveyance by Grantee to Grantor of nearly the same, but slightly different, real property in order to correct the boundaries of property to be owned by Grantee.

Done by ordinance of the Grantor's governing body on _____, 1994.

CITY OF PORTLAND, OREGON

By _____
Commissioner of Public Safety

By _____
Auditor

THIS INSTRUMENT WILL NOT ALLOW
USE OF THE PROPERTY DESCRIBED IN
THIS INSTRUMENT IN VIOLATION OF
APPLICABLE LAND USE LAWS AND
REGULATIONS. BEFORE SIGNING OR
ACCEPTING THIS INSTRUMENT, THE
PERSON ACQUIRING FEE TITLE TO THE
PROPERTY SHOULD CHECK WITH THE
APPROPRIATE CITY OR COUNTY
PLANNING DEPARTMENT TO VERIFY
APPROVED USES.

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged
before me on this _____ day of
_____, 1994, by
Charlie Hales and Barbara Clark as
Commissioner of Public Safety and
Auditor of the City of Portland.

Notary Public for Oregon
My Commission expires: _____

Grantor's Name and Address:

City of Portland
c/o City Auditor
Room 202
1220 SW Fifth Avenue
Portland, OR 97204

Grantee's Name and Address:

Tri-Met
c/o Tom Walsh
General Manager, Tri-Met
4012 S.E. 17th Avenue
Portland, OR 97202

After recording return to:

Tom Walsh
General Manager, Tri-Met
4012 S.E. 17th Avenue
Portland, OR 97202

Until requested otherwise, send all tax
statements to:

Tri-Met
c/o Tom Walsh
General Manager, Tri-Met
4012 S.E. 17th Avenue
Portland, OR 97202

STATE OF OREGON,)
) ss.
County of Multnomah)

space reserved
for
recorder's use

I certify that the within instrument was
received for record on the _____ day of
_____, 1994, at
_____ o'clock _____ M., and recorded in
book/reel/volume No. _____
_____, Record of Deeds
of said County.

Witness my hand and seal of County affixed.

Name Title

By _____

QUITCLAIM DEED

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, Grantor, releases and quitclaims to METRO, Grantee, that same interest to the following described real property as was quitclaimed by Grantee to Grantor by item 1 of that Quitclaim Deed dated June 9, 1993:

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 17.50 feet right of TRI-MET "eastbound" Light Rail Track centerline station 877+23.63, said point being a point of non-tangent curvature (the radial line from which bears North 75° 00' 11" East); thence on a 603.00 foot radius curve right (the long chord of which bears North 13° 59' 06" West 21.30 feet) 21.30 feet; thence North 14° 48' 15" East 24.44 feet; thence North 1° 39' 05" West 95.84 feet; thence North 88° 20' 55" East 60.98 feet; thence South 46° 39' 04" East 24.40 feet; thence North 88° 20' 55" East 187.53 feet; thence North 43° 20' 55" East 23.69 feet; thence North 88° 02' 34" East 93.65 feet; thence South 1° 39' 05" East 64.44 feet; thence South 10° 39' 50" West 80.27 feet to a point of non-tangent curvature (the radial line from which bears South 11° 10' 33" West); thence on a 842.50 foot radius curve left (the long chord of which bears South 88° 47' 24" West 361.43 feet) 364.26 feet to the point of beginning.

The centerline of the TRI-MET "eastbound" Light Rail Track (LRT) referred to hereinabove is described as follows:

Beginning at TRI-MET "eastbound" Light Rail Track (LRT) centerline station 870+07.20, said station being South 2,954.90 feet and West 4,832.65 feet of a stone with chiseled "X" found in a monument box in the driveway to Reservoir #4, said stone also being at the intersection of the Subdivision line of the Thomas Carter D.L.C. and the north line of S.W. Jefferson Street extended west, said stone also being 295.5 feet west of the S.E. corner City Park as it is shown on Map G8/39 (Multnomah County Survey Records); thence South 85° 43' 39" East 199.02 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears South 86° 08' 28" East 130.00 feet) 130.00 feet; thence on a 3,000.00 foot radius curve left (the long chord of which bears South 88° 41' 22" East 180.15 feet) 180.18 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 88° 45' 45" East 130.00 feet) 130.00 feet to a point of tangency; thence North 88° 20' 55" East 441.86 feet to a

point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 87° 50' 14" East 150.00 feet) 150.00 feet; thence on a 2,800.00 foot radius curve left (the long chord of which bears North 75° 48' 21" East 1,069.31 feet) 1,075.92 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 63° 46' 28" East 150.00 feet) 150.00 feet to a point of tangency; thence North 63° 15' 47" East 1,818.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 62° 44' 16" East 110.00 feet) 110.00 feet; thence on a 2,000.00 foot radius curve left (the long chord of which bears North 37° 28' 11" East 1,640.81 feet) 1,690.70 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 12° 12' 06" East 110.00 feet) 110.00 feet to a point of tangency; thence North 11° 40' 36" East 55.10 feet to LRT station 932+48.85 and the end of said centerline description.

Bearings are based upon the Oregon Coordinate System of 1927.

The parcel of land to which this description applies contains 1.021 acres, more or less, outside of the existing right of way.

The true consideration for this conveyance is the subsequent quitclaim by Grantee to Grantor of nearly the same but slightly different, real property in order to correct the boundaries of property to be owned by Grantor.

Dated: _____, 1994.

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

By _____
Tom Walsh, General Manager

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged before me on
this _____ day of

_____, 1994, by
Tom Walsh as General Manager of the Tri-
County Metropolitan Transportation District
of Oregon.

Notary Public for Oregon
My Commission expires: _____

QUITCLAIM DEED

METRO OREGON, Grantor, releases and quitclaims to TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, Grantee, all right, title, and interest in and to the following described real property:

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 20.03 feet left of TRI-MET "eastbound" Light Rail Track centerline station 877+11.72; thence North 0° 32' 39" West 114.07; thence North 89° 27' 21" East 12.00 feet; thence South 0° 32' 39" East 6.02 feet; thence North 88° 13' 41" East 10.67 feet to a point of curvature; thence on a 4.99-foot radius curve right (the chord of which bears South 46° 41' 16" East 7.07 feet) 7.86 feet; thence South 1° 36' 13" East 15.03 feet; thence North 88° 20' 47" East 59.50 feet; thence North 1° 36' 13" West 13.51 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 28' 39" East 3.54 feet) 3.93 feet; thence North 88° 33' 31" East 6.01 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears South 46° 31' 21" East 3.53 feet) 3.92 feet; thence South 1° 36' 13" East 13.46 feet; thence North 88° 20' 56" East 25.50 feet; thence North 1° 36' 13" West 15.97 feet; thence North 88° 20' 56" East 34.00 feet to a point of non-tangent curvature; thence on a 6.50-foot radius curve right (the chord of which bears North 34° 19' 00" East 7.63 feet) 8.15 feet to a point of compound curvature; thence on a 70.99-foot radius curve right (the chord of which bears North 88° 19' 02" East 44.06 feet) 44.80 feet to a point of compound curvature; thence on a 6.49-foot radius curve right (the chord of which bears South 37° 36' 12" East 7.63 feet) 8.16 feet; thence South 1° 36' 13" East 16.02 feet; thence North 88° 20' 36" East 76.50 feet; thence North 1° 36' 13" West 13.48 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 12' 27" East 3.52 feet) 3.91 feet; thence North 88° 01' 07" East 3.01 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears South 46° 47' 33" East 3.54 feet) 3.94 feet; thence South 1° 36' 13" East 13.45 feet; thence North 88° 21' 44" East 76.50 feet; thence North 1° 36' 13" West 15.30 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 38' 43" East 3.55 feet) 3.94 feet; thence North 88° 53' 38" East 12.29 feet to a point of non-tangent curvature; thence on a 69.86-foot radius curve left (the chord of which bears North 20° 13' 59" West 62.43 feet) 64.72 feet; thence South 44° 42' 45" West 14.85 feet to a point of curvature; thence on a 4.99-foot radius curve right (the chord of which bears North 77° 00' 15" West 8.49 feet) 10.15 feet; thence North 18° 43' 15" West 1.58 feet to a point of curvature; thence on a 10.00-foot radius curve right (the chord of which bears North 26° 03' 20" East 14.09 feet) 15.63 feet; thence North 70° 49' 54" East 5.28 feet to a point of curvature; thence on a 24.99-foot radius curve right (the chord of which bears South 72° 25' 17" East 29.90 feet) 32.06 feet to a point of compound curvature; thence on a 92.99-foot radius curve right (the chord of which bears South 16° 49' 23" East 60.09 feet) 61.19 feet; thence South 2° 01' 41" West 42.17 feet to a point of curvature; thence on a 200.00-foot radius curve right (the chord of which bears South 7° 57' 23" West 41.31 feet) 41.39 feet; thence South 13° 53' 05" West 54.60 feet to a point of curvature; thence on a 25.00-foot radius curve right (the chord of which bears South 55° 26' 19" West 33.17

feet) 36.26 feet to a point of reverse curvature; thence on a 1,111.56-foot radius curve left (the chord of which bears South 88° 34' 05" West 325.71 feet) 326.89 feet to a point of reverse curvature; thence on a 25.00-foot radius curve right (the chord of which bears North 47° 28' 33" West 39.60 feet) 45.71 feet to a point of reverse curvature; thence on a 214.00-foot radius curve left (the chord of which bears North 2° 10' 50" East 20.35 feet) 20.35 feet to the point of beginning.

The centerline of the TRI-MET "eastbound" Light Rail Track (LRT) referred to hereinabove is described as follows:

Beginning at TRI-MET "eastbound" Light Rail Track (LRT) centerline station 870+07.20, said station being South 2,954.90 feet and West 4,832.65 feet of a stone with chiseled "X" found in a monument box in the driveway to Reservoir #4, said stone also being at the intersection of the Subdivision line of the Thomas Carter D.L.C. and the north line of S.W. Jefferson Street extended west, said stone also being 295.5 feet west of the S.E. corner City Park as it is shown on Map G8/39 (Multnomah County Survey Records); thence South 85° 43' 39" East 199.02 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears South 88° 08' 28" East 130.00 feet) 130.00 feet; thence on a 3,000.00 foot radius curve left (the chord of which bears South 88° 41' 22" East 180.15 feet) 180.18 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 88° 45' 45" East 130.00 feet) 130.00 feet to a point of tangency; thence North 88° 20' 55" East 441.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 87° 50' 14" East 150.00 feet) 150.00 feet; thence on a 2,800.00 foot radius curve left (the chord of which bears North 75° 48' 21" East 1,069.31 feet) 1,075.92 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 63° 46' 28" East 150.00 feet) 150.00 feet to a point of tangency; thence North 63° 15' 47" East 1,818.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 62° 44' 16" East 110.00 feet) 110.00 feet; thence on a 2,000.00 foot radius curve left (the chord of which bears North 37° 28' 11" East 1,640.81 feet) 1,690.70 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 12° 12' 06" East 110.00 feet) 110.00 feet to a point of tangency; thence North 1° 40' 36" East 55.10 feet to LRT station 932+48.85 and the end of said centerline description.

Bearings are based upon the Oregon Coordinate System of 1927, North Zone.

The parcel of land to which this description applies contains 1.270 acres, more or less, outside of the existing right of way.

The true consideration for this conveyance is the prior quitclaim by Grantee to Grantor of nearly the same, but slightly different, real property in order to correct the boundaries of property to be owned by Grantee.

METRO

By _____
Metro Executive

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged
before me on this _____ day of
_____, 1994, by
Rena Cusma as Metro Executive.

Notary Public for Oregon
My Commission expires: _____

QUITCLAIM DEED

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, Grantor, releases and quitclaims to OREGON MUSEUM OF SCIENCE AND INDUSTRY, Grantee, that same interest to the following described real property as was quitclaimed by Grantee to Grantor by item 1 of that Quitclaim Deed dated May 12, 1993:

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 17.50 feet right of TRI-MET "eastbound" Light Rail Track centerline station 877+23.63, said point being a point of non-tangent curvature (the radial line from which bears North 75° 00' 11" East); thence on a 603.00 foot radius curve right (the long chord of which bears North 13° 59' 06" West 21.30 feet) 21.30 feet; thence North 14° 48' 15" East 24.44 feet; thence North 1° 39' 05" West 95.84 feet; thence North 88° 20' 55" East 60.98 feet; thence South 46° 39' 04" East 24.40 feet; thence North 88° 20' 55" East 187.53 feet; thence North 43° 20' 55" East 23.69 feet; thence North 88° 02' 34" East 93.65 feet; thence South 1° 39' 05" East 64.44 feet; thence South 10° 39' 50" West 80.27 feet to a point of non-tangent curvature (the radial line from which bears South 11° 10' 33" West); thence on a 842.50 foot radius curve left (the long chord of which bears South 88° 47' 24" West 361.43 feet) 364.26 feet to the point of beginning.

The centerline of the TRI-MET "eastbound" Light Rail Track (LRT) referred to hereinabove is described as follows:

Beginning at TRI-MET "eastbound" Light Rail Track (LRT) centerline station 870+07.20, said station being South 2,954.90 feet and West 4,832.65 feet of a stone with chiseled "X" found in a monument box in the driveway to Reservoir #4, said stone also being at the intersection of the Subdivision line of the Thomas Carter D.L.C. and the north line of S.W. Jefferson Street extended west, said stone also being 295.5 feet west of the S.E. corner City Park as it is shown on Map G8/39 (Multnomah County Survey Records); thence South 85° 43' 39" East 199.02 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears South 86° 08' 28" East 130.00 feet) 130.00 feet; thence on a 3,000.00 foot radius curve left (the long chord of which bears South 88° 41' 22" East 180.15 feet) 180.18 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 88° 45' 45" East 130.00 feet) 130.00 feet to a point of tangency; thence North 88° 20' 55" East 441.86 feet to a

point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 87° 50' 14" East 150.00 feet) 150.00 feet; thence on a 2,800.00 foot radius curve left (the long chord of which bears North 75° 48' 21" East 1,069.31 feet) 1,075.92 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 63° 46' 28" East 150.00 feet) 150.00 feet to a point of tangency; thence North 63° 15' 47" East 1,818.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 62° 44' 16" East 110.00 feet) 110.00 feet; thence on a 2,000.00 foot radius curve left (the long chord of which bears North 37° 28' 11" East 1,640.81 feet) 1,690.70 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 12° 12' 06" East 110.00 feet) 110.00 feet to a point of tangency; thence North 11° 40' 36" East 55.10 feet to LRT station 932+48.85 and the end of said centerline description.

Bearings are based upon the Oregon Coordinate System of 1927.

The parcel of land to which this description applies contains 1.021 acres, more or less, outside of the existing right of way.

The true consideration for this conveyance is the subsequent quitclaim by Grantee to Grantor of nearly the same but slightly different, real property in order to correct the boundaries of property to be owned by Grantor.

Dated: _____, 1994.

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

By _____
Tom Walsh, General Manager

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged before me on
this _____ day of

_____, 1994, by
Tom Walsh as General Manager of the Tri-
County Metropolitan Transportation District
of Oregon.

Notary Public for Oregon
My Commission expires: _____

QUITCLAIM DEED

OREGON MUSEUM OF SCIENCE AND INDUSTRY, Grantor, releases and quitclaims to TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, Grantee, all right, title, and interest in and to the following described real property:

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 20.03 feet left of TRI-MET "eastbound" Light Rail Track centerline station 877+11.72; thence North 0° 32' 39" West 114.07; thence North 89° 27' 21" East 12.00 feet; thence South 0° 32' 39" East 6.02 feet; thence North 88° 13' 41" East 10.67 feet to a point of curvature; thence on a 4.99-foot radius curve right (the chord of which bears South 46° 41' 16" East 7.07 feet) 7.86 feet; thence South 1° 36' 13" East 15.03 feet; thence North 88° 20' 47" East 59.50 feet; thence North 1° 36' 13" West 13.51 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 28' 39" East 3.54 feet) 3.93 feet; thence North 88° 33' 31" East 6.01 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears South 46° 31' 21" East 3.53 feet) 3.92 feet; thence South 1° 36' 13" East 13.46 feet; thence North 88° 20' 56" East 25.50 feet; thence North 1° 36' 13" West 15.97 feet; thence North 88° 20' 56" East 34.00 feet to a point of non-tangent curvature; thence on a 6.50-foot radius curve right (the chord of which bears North 34° 19' 00" East 7.63 feet) 8.15 feet to a point of compound curvature; thence on a 70.99-foot radius curve right (the chord of which bears North 88° 19' 02" East 44.06 feet) 44.80 feet to a point of compound curvature; thence on a 6.49-foot radius curve right (the chord of which bears South 37° 36' 12" East 7.63 feet) 8.16 feet; thence South 1° 36' 13" East 16.02 feet; thence North 88° 20' 36" East 76.50 feet; thence North 1° 36' 13" West 13.48 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 12' 27" East 3.52 feet) 3.91 feet; thence North 88° 01' 07" East 3.01 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears South 46° 47' 33" East 3.54 feet) 3.94 feet; thence South 1° 36' 13" East 13.45 feet; thence North 88° 21' 44" East 76.50 feet; thence North 1° 36' 13" West 15.30 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 38' 43" East 3.55 feet) 3.94 feet; thence North 88° 53' 38" East 12.29 feet to a point of non-tangent curvature; thence on a 69.86-foot radius curve left (the chord of which bears North 20° 13' 59" West 62.43 feet) 64.72 feet; thence South 44° 42' 45" West 14.85 feet to a point of curvature; thence on a 4.99-foot radius curve right (the chord of which bears North 77° 00' 15" West 8.49 feet) 10.15 feet; thence North 18° 43' 15" West 1.58 feet to a point of curvature; thence on a 10.00-foot radius curve right (the chord of which bears North 26° 03' 20" East 14.09 feet) 15.63 feet; thence North 70° 49' 54" East 5.28 feet to a point of curvature; thence on a 24.99-foot radius curve right (the chord of which bears South 72° 25' 17" East 29.90 feet) 32.06 feet to a point of compound curvature; thence on a 92.99-foot radius curve right (the chord of which bears South 16° 49' 23" East 60.09 feet) 61.19 feet; thence South 2° 01' 41" West 42.17 feet to a point of curvature; thence on a 200.00-foot radius curve right (the chord of which bears South 7° 57' 23" West 41.31 feet) 41.39 feet; thence South 13° 53' 05" West 54.60 feet to a point of curvature; thence on a

25.00-foot radius curve right (the chord of which bears South 53° 26' 19" West 33.17 feet) 36.26 feet to a point of reverse curvature; thence on a 1,111.56-foot radius curve left (the chord of which bears South 88° 34' 05" West 325.71 feet) 326.89 feet to a point of reverse curvature; thence on a 25.00-foot radius curve right (the chord of which bears North 47° 28' 33" West 39.60 feet) 45.71 feet to a point of reverse curvature; thence on a 214.00-foot radius curve left (the chord of which bears North 2° 10' 50" East 20.35 feet) 20.35 feet to the point of beginning.

The centerline of the TRI-MET "eastbound" Light Rail Track (LRT) referred to hereinabove is described as follows:

Beginning at TRI-MET "eastbound" Light Rail Track (LRT) centerline station 870+07.20, said station being South 2,954.90 feet and West 4,832.65 feet of a stone with chiseled "X" found in a monument box in the driveway to Reservoir #4, said stone also being at the intersection of the Subdivision line of the Thomas Carter D.L.C. and the north line of S.W. Jefferson Street extended west, said stone also being 295.5 feet west of the S.E. corner City Park as it is shown on Map G8/39 (Multnomah County Survey Records); thence South 85° 43' 39" East 199.02 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears South 86° 08' 28" East 130.00 feet) 130.00 feet; thence on a 3,000.00 foot radius curve left (the chord of which bears South 88° 41' 22" East 180.15 feet) 180.18 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 88° 45' 45" East 130.00 feet) 130.00 feet to a point of tangency; thence North 88° 20' 55" East 441.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 87° 50' 14" East 150.00 feet) 150.00 feet; thence on a 2,800.00 foot radius curve left (the chord of which bears North 75° 48' 21" East 1,069.31 feet) 1,075.92 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 63° 46' 28" East 150.00 feet) 150.00 feet to a point of tangency; thence North 63° 15' 47" East 1,818.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 62° 44' 16" East 110.00 feet) 110.00 feet; thence on a 2,000.00 foot radius curve left (the chord of which bears North 37° 28' 11" East 1,640.81 feet) 1,690.70 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 12° 12' 06" East 110.00 feet) 110.00 feet to a point of tangency; thence North 11° 40' 36" East 55.10 feet to LRT station 932+48.85 and the end of said centerline description.

Bearings are based upon the Oregon Coordinate System of 1927, North Zone.

The parcel of land to which this description applies contains 1.270 acres, more or less, outside of the existing right of way.

The true consideration for this conveyance is the prior quitclaim by Grantee to Grantor of nearly the same, but slightly different, real property in order to correct the boundaries of property to be owned by Grantee.

OREGON MUSEUM OF SCIENCE AND
INDUSTRY

By _____

Title _____

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged
before me on this _____ day of
_____, 1994, by

_____ as
_____ of
Oregon Museum of Science and
Industry.

Notary Public for Oregon
My Commission expires: _____

QUITCLAIM DEED

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, Grantor, releases and quitclaims to WORLD FORESTRY CENTER, Grantee, that same interest to the following described real property as was quitclaimed by Grantee to Grantor by item 1 of that Quitclaim Deed dated _____ :

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 17.50 feet right of TRI-MET "eastbound" Light Rail Track centerline station 877+23.63, said point being a point of non-tangent curvature (the radial line from which bears North 75° 00' 11" East); thence on a 603.00 foot radius curve right (the long chord of which bears North 13° 59' 06" West 21.30 feet) 21.30 feet; thence North 14° 48' 15" East 24.44 feet; thence North 1° 39' 05" West 95.84 feet; thence North 88° 20' 55" East 60.98 feet; thence South 46° 39' 04" East 24.40 feet; thence North 88° 20' 55" East 187.53 feet; thence North 43° 20' 55" East 23.69 feet; thence North 88° 02' 34" East 93.65 feet; thence South 1° 39' 05" East 64.44 feet; thence South 10° 39' 50" West 80.27 feet to a point of non-tangent curvature (the radial line from which bears South 11° 10' 33" West); thence on a 842.50 foot radius curve left (the long chord of which bears South 88° 47' 24" West 361.43 feet) 364.26 feet to the point of beginning.

The centerline of the TRI-MET "eastbound" Light Rail Track (LRT) referred to hereinabove is described as follows:

Beginning at TRI-MET "eastbound" Light Rail Track (LRT) centerline station 870+07.20, said station being South 2,954.90 feet and West 4,832.65 feet of a stone with chiseled "X" found in a monument box in the driveway to Reservoir #4, said stone also being at the intersection of the Subdivision line of the Thomas Carter D.L.C. and the north line of S.W. Jefferson Street extended west, said stone also being 295.5 feet west of the S.E. corner City Park as it is shown on Map G8/39 (Multnomah County Survey Records); thence South 85° 43' 39" East 199.02 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears South 86° 08' 28" East 130.00 feet) 130.00 feet; thence on a 3,000.00 foot radius curve left (the long chord of which bears South 88° 41' 22" East 180.15 feet) 180.18 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 88° 45' 45" East 130.00 feet) 130.00 feet to a point of tangency; thence North 88° 20' 55" East 441.86 feet to a

point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 87° 50' 14" East 150.00 feet) 150.00 feet; thence on a 2,800.00 foot radius curve left (the long chord of which bears North 75° 48' 21" East 1,069.31 feet) 1,075.92 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 63° 46' 28" East 150.00 feet) 150.00 feet to a point of tangency; thence North 63° 15' 47" East 1,818.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 62° 44' 16" East 110.00 feet) 110.00 feet; thence on a 2,000.00 foot radius curve left (the long chord of which bears North 37° 28' 11" East 1,640.81 feet) 1,690.70 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 12° 12' 06" East 110.00 feet) 110.00 feet to a point of tangency; thence North 11° 40' 36" East 55.10 feet to LRT station 932+48.85 and the end of said centerline description.

Bearings are based upon the Oregon Coordinate System of 1927.

The parcel of land to which this description applies contains 1.021 acres, more or less, outside of the existing right of way.

The true consideration for this conveyance is the subsequent quitclaim by Grantee to Grantor of nearly the same but slightly different, real property in order to correct the boundaries of property to be owned by Grantor.

Dated: _____, 1994.

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

By _____
Tom Walsh, General Manager

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged before me on
this _____ day of

_____, 1994, by
Tom Walsh as General Manager of the Tri-
County Metropolitan Transportation District
of Oregon.

Notary Public for Oregon
My Commission expires: _____

QUITCLAIM DEED

WORLD FORESTRY CENTER, Grantor, releases and quitclaims to TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, Grantee, all right, title, and interest in and to the following described real property:

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 20.03 feet left of TRI-MET "eastbound" Light Rail Track centerline station 877+11.72; thence North 0° 32' 39" West 114.07; thence North 89° 27' 21" East 12.00 feet; thence South 0° 32' 39" East 6.02 feet; thence North 88° 13' 41" East 10.67 feet to a point of curvature; thence on a 4.99-foot radius curve right (the chord of which bears South 46° 41' 16" East 7.07 feet) 7.86 feet; thence South 1° 36' 13" East 15.03 feet; thence North 88° 20' 47" East 59.50 feet; thence North 1° 36' 13" West 13.51 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 28' 39" East 3.54 feet) 3.93 feet; thence North 88° 33' 31" East 6.01 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears South 46° 31' 21" East 3.53 feet) 3.92 feet; thence South 1° 36' 13" East 13.46 feet; thence North 88° 20' 56" East 25.50 feet; thence North 1° 36' 13" West 15.97 feet; thence North 88° 20' 56" East 34.00 feet to a point of non-tangent curvature; thence on a 6.50-foot radius curve right (the chord of which bears North 34° 19' 00" East 7.63 feet) 8.15 feet to a point of compound curvature; thence on a 70.99-foot radius curve right (the chord of which bears North 88° 19' 02" East 44.06 feet) 44.80 feet to a point of compound curvature; thence on a 6.49-foot radius curve right (the chord of which bears South 37° 36' 12" East 7.63 feet) 8.16 feet; thence South 1° 36' 13" East 16.02 feet; thence North 88° 20' 36" East 76.50 feet; thence North 1° 36' 13" West 13.48 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 12' 27" East 3.52 feet) 3.91 feet; thence North 88° 01' 07" East 3.01 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears South 46° 47' 33" East 3.54 feet) 3.94 feet; thence South 1° 36' 13" East 13.45 feet; thence North 88° 21' 44" East 76.50 feet; thence North 1° 36' 13" West 15.30 feet to a point of curvature; thence on a 2.50-foot radius curve right (the chord of which bears North 43° 38' 43" East 3.55 feet) 3.94 feet; thence North 88° 53' 38" East 12.29 feet to a point of non-tangent curvature; thence on a 69.86-foot radius curve left (the chord of which bears North 20° 13' 59" West 62.43 feet) 64.72 feet; thence South 44° 42' 45" West 14.85 feet to a point of curvature; thence on a 4.99-foot radius curve right (the chord of which bears North 77° 00' 15" West 8.49 feet) 10.15 feet; thence North 18° 43' 15" West 1.58 feet to a point of curvature; thence on a 10.00-foot radius curve right (the chord of which bears North 28° 03' 20" East 14.09 feet) 15.63 feet; thence North 70° 49' 54" East 5.28 feet to a point of curvature; thence on a 24.99-foot radius curve right (the chord of which bears South 72° 25' 17" East 29.90 feet) 32.06 feet to a point of compound curvature; thence on a 92.99-foot radius curve right (the chord of which bears South 16° 49' 23" East 60.09 feet) 61.19 feet; thence South 2° 01' 41" West 42.17 feet to a point of curvature; thence on a 200.00-foot radius curve right (the chord of which bears South 7° 57' 23" West 41.31 feet) 41.39 feet; thence South 13° 53' 05" West 54.60 feet to a point of curvature; thence on a 25.00-foot radius curve right (the chord of which bears South 55° 26' 19" West 33.17

feet) 36.26 feet to a point of reverse curvature; thence on a 1,111.56-foot radius curve left (the chord of which bears South 88° 34' 05" West 325.71 feet) 326.89 feet to a point of reverse curvature; thence on a 25.00-foot radius curve right (the chord of which bears North 47° 28' 33" West 39.60 feet) 45.71 feet to a point of reverse curvature; thence on a 214.00-foot radius curve left (the chord of which bears North 2° 10' 50" East 20.35 feet) 20.35 feet to the point of beginning.

The centerline of the TRI-MET "eastbound" Light Rail Track (LRT) referred to hereinabove is described as follows:

Beginning at TRI-MET "eastbound" Light Rail Track (LRT) centerline station 870+07.20, said station being South 2,954.90 feet and West 4,832.65 feet of a stone with chiseled "X" found in a monument box in the driveway to Reservoir #4, said stone also being at the intersection of the Subdivision line of the Thomas Carter D.L.C. and the north line of S.W. Jefferson Street extended west, said stone also being 295.5 feet west of the S.E. corner City Park as it is shown on Map G8/39 (Multnomah County Survey Records); thence South 85° 43' 39" East 199.02 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears South 86° 08' 28" East 130.00 feet) 130.00 feet; thence on a 3,000.00 foot radius curve left (the chord of which bears South 88° 41' 22" East 180.15 feet) 180.18 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 88° 45' 45" East 130.00 feet) 130.00 feet to a point of tangency; thence North 88° 20' 55" East 441.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 87° 50' 14" East 150.00 feet) 150.00 feet; thence on a 2,800.00 foot radius curve left (the chord of which bears North 75° 48' 21" East 1,069.31 feet) 1,075.92 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 63° 46' 28" East 150.00 feet) 150.00 feet to a point of tangency; thence North 63° 15' 47" East 1,818.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 62° 44' 16" East 110.00 feet) 110.00 feet; thence on a 2,000.00 foot radius curve left (the chord of which bears North 37° 28' 11" East 1,640.81 feet) 1,690.70 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 12° 12' 06" East 110.00 feet) 110.00 feet to a point of tangency; thence North 1° 40' 36" East 55.10 feet to LRT station 932+48.85 and the end of said centerline description.

Bearings are based upon the Oregon Coordinate System of 1927, North Zone.

The parcel of land to which this description applies contains 1.270 acres, more or less, outside of the existing right of way.

The true consideration for this conveyance is the prior quitclaim by Grantee to Grantor of nearly the same, but slightly different, real property in order to correct the boundaries of property to be owned by Grantee.

WORLD FORESTRY CENTER

By _____

Title _____

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged
before me on this _____ day of
_____, 1994, by

_____ as
_____ of
World Forestry Center.

Notary Public for Oregon
My Commission expires: _____

1	688255.63	1431988.92	10	688011.19	1432319.51
2	688264.57	1432068.93	20	688039.62	1432488.78
3	688299.51	1432168.50	21	688028.48	1432418.88
4	688283.69	1432114.12	22	688064.68	1432437.35
5	688365.48	1432347.63	23	688255.21	1432444.76
6	688342.45	1432381.81	24	688358.93	1432392.34
7	688115.28	1432428.12	25	688361.88	1432358.96
8	688072.55	1432288.84	26	688381.86	1432168.83
9	688055.44	1432248.21	27	688317.99	1432168.42
10	688111.13	1432229.73			
11	688046.65	1432248.45			
12	688068.77	1432048.53			
13	688052.21	1432015.98			
14	688118.89	1431995.86			
15	688128.61	1431994.84			
16	688025.88	1432852.69			
17	688072.77	1432186.72			
18	688037.87	1432198.93			

- ① LIMITS OF CONSTRUCTION WORK SITE STAGE B.
- ② LIMITS OF EXPANDED CONSTRUCTION WORK SITE, LIMITS STAGE 1
- ③ CONSTRUCTION WORK SITE AREAS OUTSIDE OF STAGE 1 TO FACILITATE - PARKING LOT IMPROVEMENT CONSTRUCTION. SEE DRAWINGS CSB483 THROUGH CSB489.
- ④ PERMANENT ACCESS EASEMENT.

$\Delta = 27^{\circ} 19' 06''$
 $R = 429.00'$
 $L = 245.01'$
 $LC = 5^{\circ} 58' 00'' E$
 $245.01'$

$\Delta = 18^{\circ} 47' 17''$
 $R = 683.80'$
 $L = 708.26'$
 $LC = 207.23'$

$\Delta = 1^{\circ} 45' 51''$
 $R = 429.0000'$
 $L = 19.0007'$
 $LC = 5^{\circ} 13' 31'' E$
 $19.0000'$

$\Delta = 5^{\circ} 08' 56''$
 $R = 479.9880'$
 $L = 60.5722'$
 $LC = 5^{\circ} 14' 30'' E$
 $60.5480'$

APPROXIMATE LIMITS OF EXCAVATION SHORING

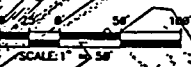
$\Delta = 57^{\circ} 27' 37''$
 $R = 721.80'$
 $L = 121.20'$
 $LC = 8^{\circ} 20' 46'' E$
 $121.20'$

$\Delta = 57^{\circ} 27' 34''$
 $R = 101.00'$
 $L = 101.15'$
 $LC = 8^{\circ} 20' 48'' E$
 $101.00'$

$\Delta = 44^{\circ} 35' 15''$
 $R = 148.55'$
 $L = 114.835'$
 $LC = 8^{\circ} 37' 28'' E$
 $114.811'$

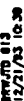
MATCH LINE

SEE DRAWING - CSB481



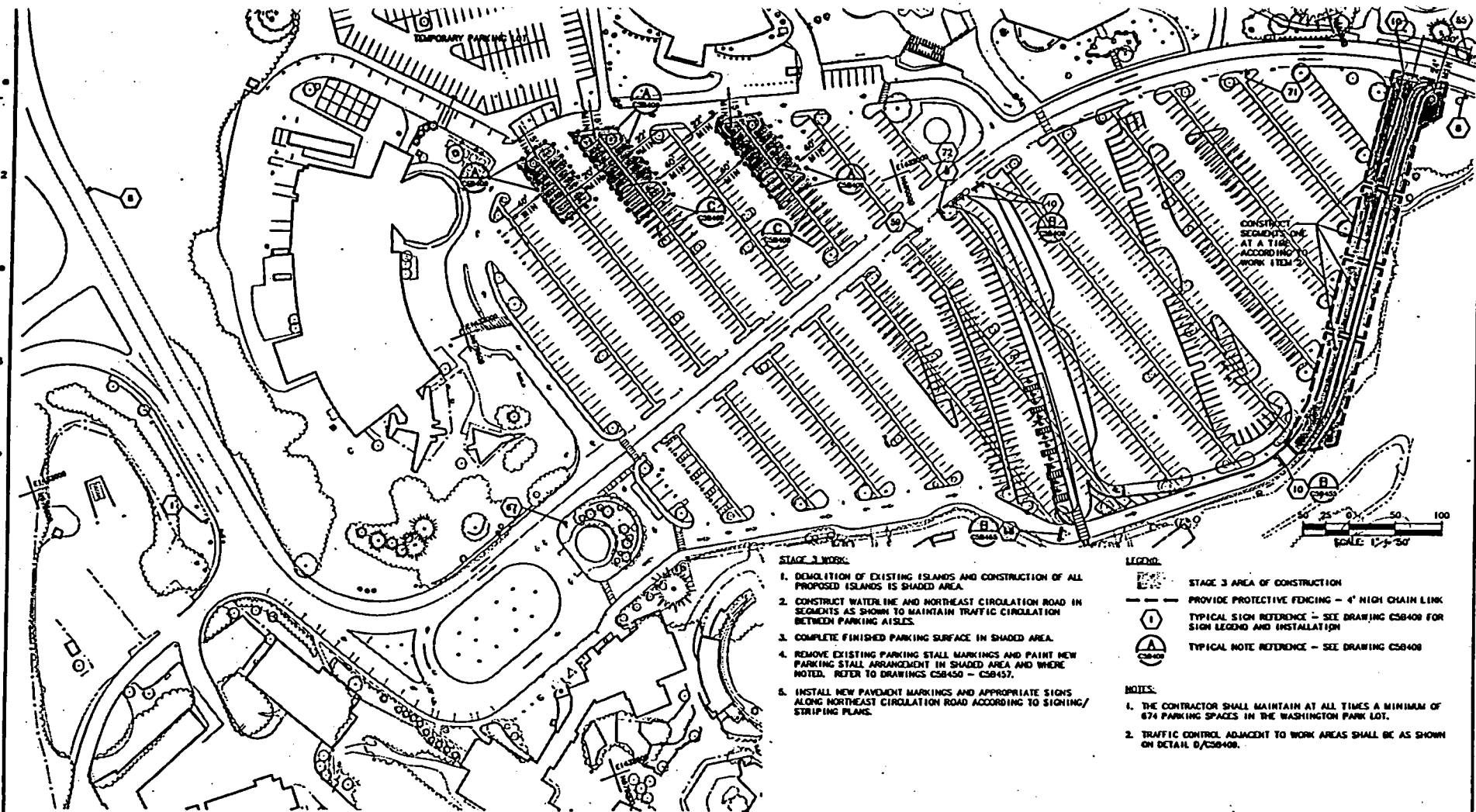
				WESTSIDE CORRIDOR PROJECT LINE SECTION 5B WASHINGTON PARK STATION CONSTRUCTION WORK SITE PLAN - 2			
PREPARED BY: PB PARSONS BRINCKERHOFF 710 N.E. Highway, Portland, OR 97232 DESIGN TEAM: [Signature]				DATE: 12-22-92 SCALE: [Blank]			

**WESTSIDE CORRIDOR PROJECT
LINE SECTION 5B
WASHINGTON PARK STATION
CONSTRUCTION STAGING / MAINTENANCE OF
TRAFFIC PLAN - STAGE 0 AND 1**

[illegible]

11/11/83

REVISED 7/11
12/20/83 TO 34



STAGE 3 WORK

1. DEMOLITION OF EXISTING ISLANDS AND CONSTRUCTION OF ALL PROPOSED ISLANDS IN SHADDED AREA.
2. CONSTRUCT WATERLINE AND NORTHEAST CIRCULATION ROAD IN SEGMENTS AS SHOWN TO MAINTAIN TRAFFIC CIRCULATION BETWEEN PARKING AISLES.
3. COMPLETE FINISHED PARKING SURFACE IN SHADDED AREA.
4. REMOVE EXISTING PARKING STALL MARKINGS AND PAINT NEW PARKING STALL ARRANGEMENT IN SHADDED AREA AND WHERE NOTED. REFER TO DRAWINGS C58450 - C58457.
5. INSTALL NEW PAVEMENT MARKINGS AND APPROPRIATE SIGNS ALONG NORTHEAST CIRCULATION ROAD ACCORDING TO SIGNING/STRIPING PLANS.

LEGEND

- STAGE 3 AREA OF CONSTRUCTION
- PROVIDE PROTECTIVE FENCING - 4' HIGH CHAIN LINK
- TYPICAL SIGN REFERENCE - SEE DRAWING C58408 FOR SIGN LEGEND AND INSTALLATION
- TYPICAL NOTE REFERENCE - SEE DRAWING C58408

NOTES

1. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES A MINIMUM OF 874 PARKING SPACES IN THE WASHINGTON PARK LOT.
2. TRAFFIC CONTROL ADJACENT TO WORK AREAS SHALL BE AS SHOWN ON DETAIL 0/C58408.

NO.	DATE	BY	APP.	REVISIONS
1	11/11/83	WLD		ISSUED FOR BIDDING
2	12/01/83	WLD		REVISED
3	12/10/83	WLD		REVISED
4	12/23/83	WLD		REVISED

WLD	11/20/83	DATE
WLD	12/01/83	DATE
WLD	12/10/83	DATE
WLD	12/23/83	DATE



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

BRW

TRI-MET

12/23/83

WESTSIDE CORRIDOR PROJECT

LINE SECTION 58

WASHINGTON PARK STATION

CONSTRUCTION STAGING / MAINTENANCE OF TRAFFIC PLAN - STAGE 3

SCALE: 1"=50'

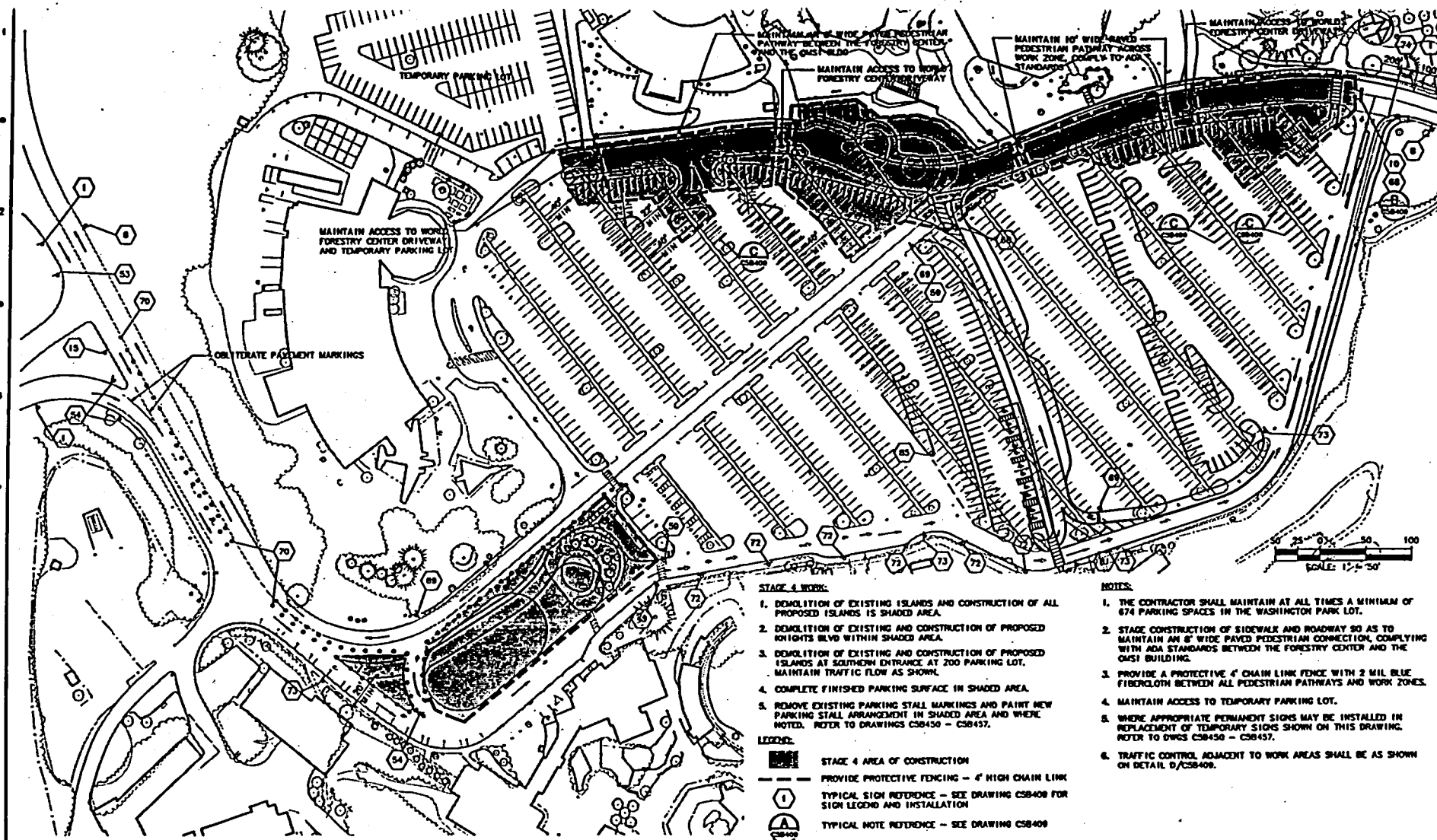
DESIGNED BY: C58405

CHECKED BY: W00501

DATE: 12/23/83

11/20/93

12/21/93 15.48



- STAGE 4 WORK:**
- DEMOLITION OF EXISTING ISLANDS AND CONSTRUCTION OF ALL PROPOSED ISLANDS IS SHADDED AREA.
 - DEMOLITION OF EXISTING AND CONSTRUCTION OF PROPOSED ISLANDS WITHIN SHADDED AREA.
 - DEMOLITION OF EXISTING AND CONSTRUCTION OF PROPOSED ISLANDS AT SOUTHERN ENTRANCE AT 200 PARKING LOT. MAINTAIN TRAFFIC FLOW AS SHOWN.
 - COMPLETE FINISHED PARKING SURFACE IN SHADDED AREA.
 - REMOVE EXISTING PARKING STALL MARKINGS AND PAINT NEW PARKING STALL ARRANGEMENT IN SHADDED AREA AND WHERE NOTED. REFER TO DRAWINGS CSB450 - CSB457.
- LEGEND:**
- STAGE 4 AREA OF CONSTRUCTION
 - PROVIDE PROTECTIVE FENCING - 4' HIGH CHAIN LINK
 - TYPICAL SIGN REFERENCE - SEE DRAWING CSB408 FOR SIGN LEGEND AND INSTALLATION
 - TYPICAL NOTE REFERENCE - SEE DRAWING CSB408

- NOTES:**
- THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES A MINIMUM OF 674 PARKING SPACES IN THE WASHINGTON PARK LOT.
 - STAGE CONSTRUCTION OF SIDEWALK AND ROADWAY SO AS TO MAINTAIN AN 8' WIDE PAVED PEDESTRIAN CONNECTION, COMPLYING WITH ADA STANDARDS BETWEEN THE FORESTRY CENTER AND THE OUSI BUILDING.
 - PROVIDE A PROTECTIVE 4' CHAIN LINK FENCE WITH 2 MIL BLUE FIBERGLASS BETWEEN ALL PEDESTRIAN PATHWAYS AND WORK ZONES.
 - MAINTAIN ACCESS TO TEMPORARY PARKING LOT.
 - WHERE APPROPRIATE PERMANENT SIGNS MAY BE INSTALLED IN REPLACEMENT OF TEMPORARY SIGNS SHOWN ON THIS DRAWING. REFER TO DWGS CSB450 - CSB457.
 - TRAFFIC CONTROL ADJACENT TO WORK AREAS SHALL BE AS SHOWN ON DETAIL D/CSB408.

REV	DATE	BY	APPV	REVISION
1	11/20/93	WLB		REVISED
2	12/01/93	WLB		REVISED
3	12/10/93	WLB		REVISED
4	12/23/93	WLB		REVISED

WLB
11/20/93
REVISED
12/01/93
REVISED
12/10/93
REVISED
12/23/93
REVISED

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

BRW

TRI-MET

12/23/93

WESTSIDE CORRIDOR PROJECT
LINE SECTION 58
WASHINGTON PARK STATION
CONSTRUCTION STAGING / MAINTENANCE OF
TRAFFIC PLAN - STAGE 4

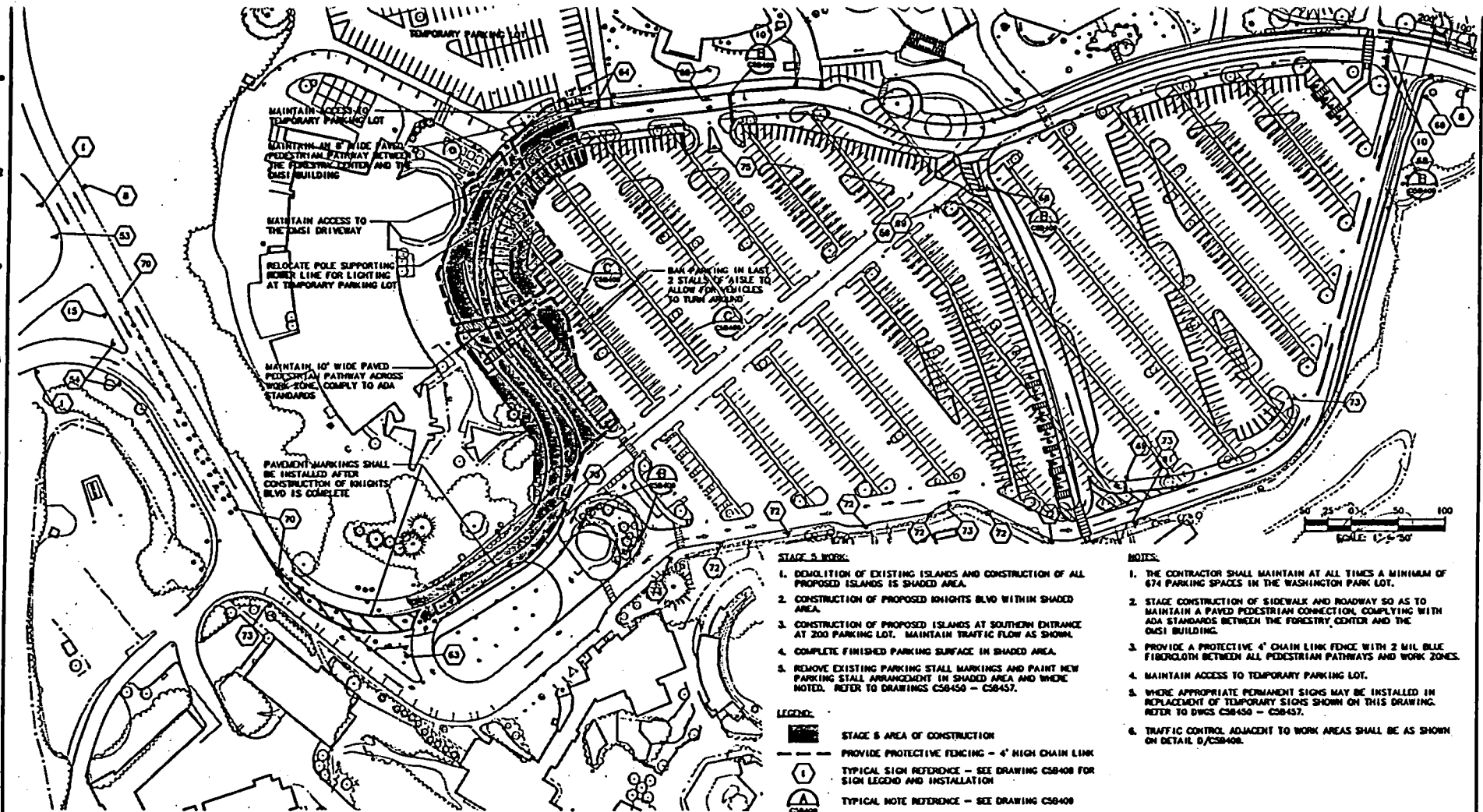
1"=50'

CSB408

W00501

111P

2
3
4
5



STAGE 5 WORK:

1. DEMOLITION OF EXISTING ISLANDS AND CONSTRUCTION OF ALL PROPOSED ISLANDS IS SHADDED AREA.
2. CONSTRUCTION OF PROPOSED KNIGHTS BLVD WITHIN SHADDED AREA.
3. CONSTRUCTION OF PROPOSED ISLANDS AT SOUTHERN ENTRANCE AT 200 PARKING LOT. MAINTAIN TRAFFIC FLOW AS SHOWN.
4. COMPLETE FINISHED PARKING SURFACE IN SHADDED AREA.
5. REMOVE EXISTING PARKING STALL MARKINGS AND PAINT NEW PARKING STALL ARRANGEMENT IN SHADDED AREA AND WHERE NOTED. REFER TO DRAWINGS C58450 - C58457.

LEGEND:

- STAGE 5 AREA OF CONSTRUCTION
- PROVIDE PROTECTIVE FENCING - 4' HIGH CHAIN LINK
- TYPICAL SIGN REFERENCE - SEE DRAWING C58408 FOR SIGN LEGEND AND INSTALLATION
- TYPICAL NOTE REFERENCE - SEE DRAWING C58408

NOTES:

1. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES A MINIMUM OF 674 PARKING SPACES IN THE WASHINGTON PARK LOT.
2. STAGE CONSTRUCTION OF SIDEWALK AND ROADWAY SO AS TO MAINTAIN A PAVED PEDESTRIAN CONNECTION, COMPLYING WITH ADA STANDARDS BETWEEN THE FORESTRY CENTER AND THE OHSU BUILDING.
3. PROVIDE A PROTECTIVE 4' CHAIN LINK FENCE WITH 2 MIL BLUE FIBERGLASS BETWEEN ALL PEDESTRIAN PATHWAYS AND WORK ZONES.
4. MAINTAIN ACCESS TO TEMPORARY PARKING LOT.
5. WHERE APPROPRIATE PERMANENT SIGNS MAY BE INSTALLED IN REPLACEMENT OF TEMPORARY SIGNS SHOWN ON THIS DRAWING. REFER TO DWGS C58450 - C58457.
6. TRAFFIC CONTROL ADJACENT TO WORK AREAS SHALL BE AS SHOWN ON DETAIL 9/C58408.

REVISION 711
12/20/93 10:47

NO.	DATE	BY	APPV.	REVISION
1	11/29/93	WLD		11/29/93
2	12/01/93	WLD		12/01/93
3	12/10/93	WLD		12/10/93
4	12/23/93	WLD		12/23/93

WLD	11/29/93	DATE
WLD	12/01/93	DATE
WLD	12/10/93	DATE
WLD	12/23/93	DATE



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

BRW

TRI-MET

12/23/93

WESTSIDE CORRIDOR PROJECT
LINE SECTION 58
WASHINGTON PARK STATION
CONSTRUCTION STAGING / MAINTENANCE OF
TRAFFIC PLAN - STAGE 5

1"=50'

C58407

W7275411

12/23/93

11/27/83

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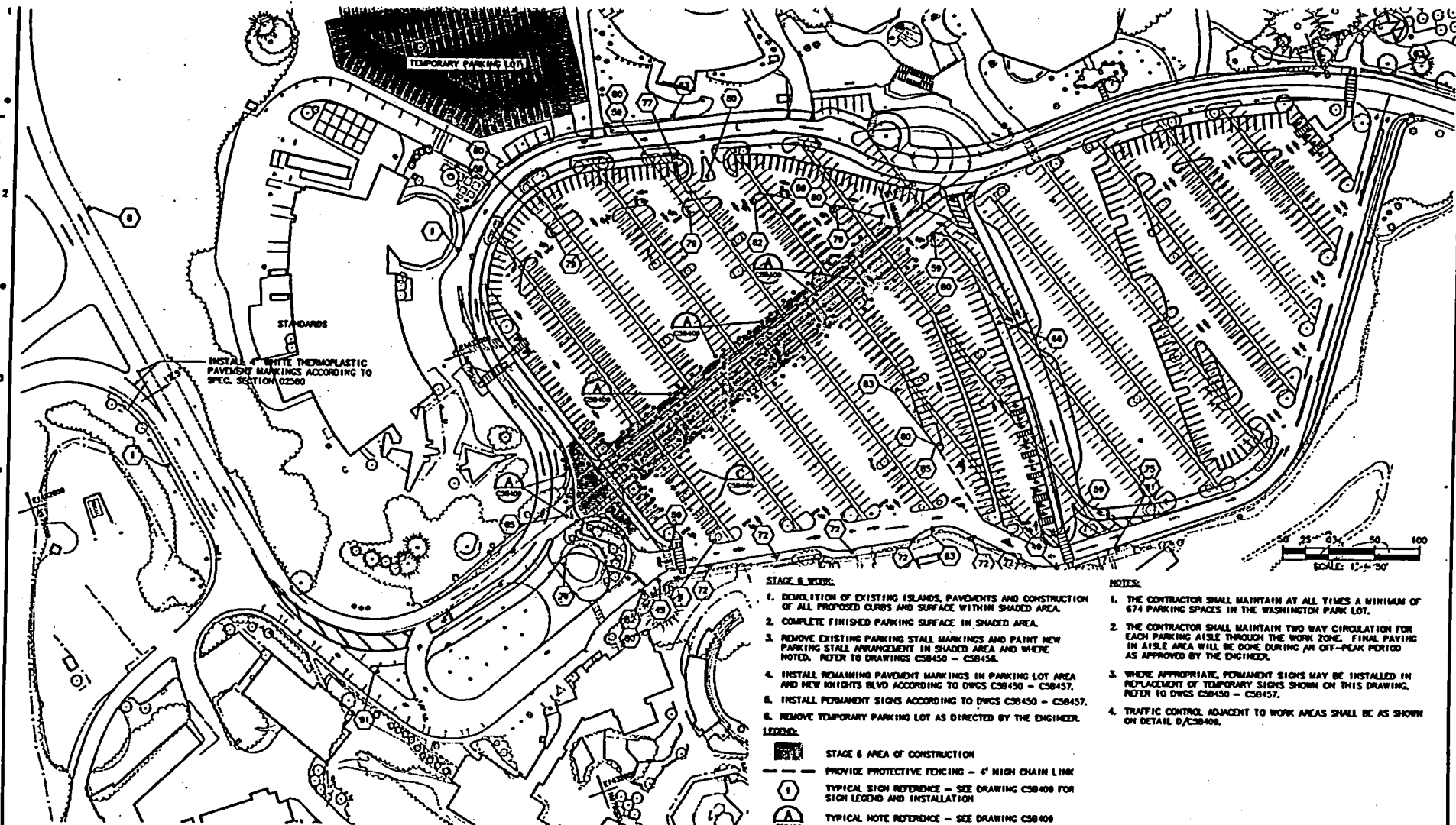
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13



STAGE 6 WORK

1. DEMOLITION OF EXISTING ISLANDS, PAVEMENTS AND CONSTRUCTION OF ALL PROPOSED CURBS AND SURFACE WITHIN SHADED AREA.
2. COMPLETE FINISHED PARKING SURFACE IN SHADED AREA.
3. REMOVE EXISTING PARKING STALL MARKINGS AND PAINT NEW PARKING STALL ARRANGEMENT IN SHADED AREA AND WHERE NOTED. REFER TO DRAWINGS C58450 - C58456.
4. INSTALL REMAINING PAVEMENT MARKINGS IN PARKING LOT AREA AND NEW KNIGHTS BLVD ACCORDING TO DWGS C58450 - C58457.
5. INSTALL PERMANENT SIGNS ACCORDING TO DWGS C58450 - C58457.
6. REMOVE TEMPORARY PARKING LOT AS DIRECTED BY THE ENGINEER.

LEGEND

- STAGE 6 AREA OF CONSTRUCTION
- PROVIDE PROTECTIVE FENCING - 4' HIGH CHAIN LINK
- TYPICAL SIGN REFERENCE - SEE DRAWING C58409 FOR SIGN LEGEND AND INSTALLATION
- TYPICAL NOTE REFERENCE - SEE DRAWING C58409

NOTES

1. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES A MINIMUM OF 674 PARKING SPACES IN THE WASHINGTON PARK LOT.
2. THE CONTRACTOR SHALL MAINTAIN TWO WAY CIRCULATION FOR EACH PARKING AISLE THROUGH THE WORK ZONE. FINAL PAVING IN AISLE AREA WILL BE DONE DURING AN OFF-PEAK PERIOD AS APPROVED BY THE ENGINEER.
3. WHERE APPROPRIATE, PERMANENT SIGNS MAY BE INSTALLED IN REPLACEMENT OF TEMPORARY SIGNS SHOWN ON THIS DRAWING. REFER TO DWGS C58450 - C58457.
4. TRAFFIC CONTROL ADJACENT TO WORK AREAS SHALL BE AS SHOWN ON DETAIL D/C58409.

BRW/JD 813
12/21/83 10:54

NO.	DATE	BY	APPROVED	REVISIONS
1	11/27/83	BRW	JD	1.0
2	12/01/83	BRW	JD	2.0
3	12/10/83	BRW	JD	3.0
4	12/23/83	BRW	JD	4.0

M.D.	11/27/83
REVISED	12/01/83
BY	BRW
DATE	12/10/83
BY	BRW
DATE	12/23/83



WESTSIDE CORRIDOR PROJECT
LINE SECTION 58
WASHINGTON PARK STATION
CONSTRUCTION STAGING / MAINTENANCE OF
TRAFFIC PLAN - STAGE 6

12/23/83

12/23/83

1"=50' SHEET NO. C58409 CONTRACT NO. 9900011 SHEET NO.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1912, FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION OF REAL PROPERTY INTERESTS TRANSFERRED TO TRI-MET TO ALLOW CONSTRUCTION OF THE WESTSIDE LIGHT RAIL LINE INCLUDING A STATION TO SERVE THE METRO WASHINGTON PARK ZOO AND MODIFICATIONS TO THE PARKING LOT

Date: February 23, 1994

**Presented by:
Don Rocks
Dan Cooper**

FACTUAL BACKGROUND AND ANALYSIS

Resolution No. 94-1912 authorized the Executive Officer to execute an agreement with Tri-Met that would clarify the legal descriptions of the easements granted to Tri-Met by Metro, OMSI, WFC, and the City of Portland relating to the construction of the light rail station in the parking lot that serves the Metro Washington Park Zoo. The agreement will grant Tri-Met the right during construction to install shoring and tiebacks for the station under the parking lot, and also grants Tri-Met an easement to construct the improvements to the parking lot. This agreement also provides for scheduling of the improvements and related details.

There will be a separate agreement between Metro and Tri-Met that will govern the details of the Design and Construction of the Parking Lot Improvements and amendments to the Operating Agreement for the Parking Lot with OMSI and WFC that will be brought to the Council in the near future.

EXECUTIVE OFFICER'S RECOMMENDATION

Executive Officer recommends adoption of Resolution No. 94-1912.

Meeting Date: March 10, 1994
Agenda Item No. 5.1

ORDINANCE NO. 94-532

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-532, FOR THE PURPOSE OF GRANTING A FRANCHISE TO PEMCO, INC., FOR PROCESSING PETROLEUM CONTAMINATED SOIL

Date: February 15, 1994

Presented By: Bob Martin
Roosevelt Carter

FACTUAL BACKGROUND AND ANALYSIS

PEMCO, Inc. has applied for a Metro franchise to operate a facility that will process and treat soils contaminated by hydrocarbons (PCS) by the same "thermo desorption" process as its earlier approved franchise in 1992. The primary source of materials will be from leaking underground storage tanks containing gasoline or oil. No materials classified as hazardous by federal regulations will be permitted into the facility.

The location of the proposed processing site is at the site of the North Marion County Disposal Facility located at 17827 Whitney Lane NE, Woodburn, Oregon 97071; Tax Lots 41111000 and 41110000, Section 31, T4S R1W. Within the boundary of the landfill, the PEMCO site will be located immediately to the southwest of the existing transfer station facility. (See Attachment 1 to this staff report).

The principal difference between this facility and PEMCO's other franchise for its portable unit and the Oregon Hydrocarbon, Inc. franchise is that the proposed facility will operate on the site of an existing landfill and some of the processed soil may remain on-site to be used as daily cover for landfill operations or be stockpiled for fill as needed by the North Marion County Disposal Facility (NMCDF). The other unique feature of this franchise is that it will be the first franchise located outside the boundaries of the Metro Region.

Permits Required

- (1) Conditional Use Permit/Marion County
- (2) Oregon Department of Environmental Quality, Solid Waste Disposal Permit
- (3) Metro Franchise

Status

- (1) Marion County Conditional Use Permit issued.
- (2) Department of Environmental Quality, Solid Waste Permit No. 1169 issued.
- (3) Metro franchise pending.

The applicant is expected to process no more than 50,000 tons of soil at the proposed site per year (average) under an agreement with Marion County. The anticipated service area is the southern tier of the greater Portland metropolitan area and surrounding region. The facility will process PCS that originates both inside and outside of the Metro area. With regard to the agreement with Marion County, Marion County will provide weighing services and a location for the PCS processing and processed soil storage. PEMCO will do all billing for soils remediation. Marion County will receive a set fee per ton for soil processed (\$2.00) unless Marion County has PEMCO transport portions of the processed soil off site to a nearby location for grade filling. If PEMCO provides this service, Marion County's payment will be \$.75 per ton for soil processed and moved to the designated site.

ISSUANCE OF A FRANCHISE

Staff has prepared a proposed franchise to be issued to the applicant following Council approval of the franchise application. Metro Code Section 5.01.070 states in part "The Executive Officer shall formulate recommendations regarding whether the applicant is qualified; whether the proposed franchise complies with the district's solid waste management plan; whether the proposed franchise is needed considering the location and number of existing and planned disposal sites, transfer stations, processing facilities, and resource recovery facilities and their remaining capacities and whether or not the applicant has complied or can comply with all other applicable regulatory requirements." The franchise application was considered complete as of January 1994.

Metro Code Section 5.02.070(e)(2) provides that a corporate surety bond is required for this type of franchise. This however, is guided by Metro Resolution No. 86-672. The pertinent portions of the Resolution, Section 1b. and c. read as follows:

- "b. If continued operation of the processing or transfer facility is not considered necessary to the solid waste disposal system because of alternative disposal sites which may be available and potential clean-up and site maintenance costs* for the facility are estimated to be less than or equal to \$10,000, then the amount of the required surety bond is \$-0-."

*[Footnote 4 from the resolution stated: Clean-up and Site Maintenance Cost is dependent on the size and design of the facility.]

- c. If continued operation of the processing or transfer facility is not necessary to the solid waste disposal system because of alternative disposal sites which may be available and potential clean-up and site maintenance cost for the facility are estimated to be greater than \$10,000, then the amount of the required surety bond is to be equal to the amount of the estimated clean-up and site maintenance costs for the facility. If these conditions exist and the franchisee owns the site on which the facility operates, and the value of the site exceeds the amount required for the bond, the franchisee may elect to issue a conditional lien on the property to Metro guaranteeing performance by the operator in cleaning up the site in lieu of the required bond. The lien shall be in a form satisfactory to Metro."

Using the criteria outlined in Metro Resolution No. 86-672 for determining the amount of a surety bond that may be required pursuant to a facility franchise, it is recommended that the franchisee not be required to provide a surety bond. This recommendation is based on the availability of other PCS processors and/or disposal facilities (*Oregon Hydrocarbons, Inc., Hillsboro Landfill and other designated facilities*), that would not make it necessary to continue operation of the facility. Also, clean up and site maintenance costs are estimated to be less than Ten Thousand Dollars and No/100 (\$10,000.00) since the PCS in question will be delivered to the Marion County Landfill site. Furthermore, PEMCO's contract with Marion County requires immediate removal of any untreated PCS stored at the site, "Upon conclusion or termination of the Agreement . . ." This particular provision of the agreement is reinforced by a parent company "GUARANTY ENDORSEMENT" to the agreement.

It appears therefore, that Marion County has responsibility for the processing site and has obtained financial assurances related to cleanup that it considers adequate. Furthermore, the NMCDF has a policy of not accepting any soils into the landfill that exceed TPH levels of twenty (20) ppm. According to Marion County staff, the currently used disposal cell at the NMCDF has an estimated seven years of useful life remaining and is unlined. Since the operating cell is unlined, Marion County sends its putrescible waste to Coffin Buttes Landfill when the Marion County Waste to Energy facility is not operating due to routine maintenance or other work.

Under the Metro Code, the facility would be exempt from the requirement of collecting and remitting a user fee, [*Metro Code 5.02.045(d)*]. Also, the applicant has requested a variance from Metro rate-setting. This request is based on the nature of the facility, the need to respond rapidly to marketplace requirements and the contributions being made to Metro's objective of minimizing or eliminating petroleum contaminated soils from landfills.

The Council may grant a variance in the interest of protecting the public health and welfare if the purpose and intent of the requirement (*e.g.*, setting rates) can be achieved without strict compliance and that strict compliance:

- "(1) Is inappropriate because of conditions beyond the control of the persons(s) requesting the variance; or
- (2) Will be extremely burdensome or highly impractical due to special physical conditions or causes; or
- (3) Would result in substantial curtailment or closing down of a business plant, or operation which furthers the objectives of the District."

Staff opinion is that the applicant's variance request is consistent with the spirit, intent and variance criteria (1), (2) and (3) requirements. Staff recommendation is that the following findings be incorporated into the franchise if approved by the Council:

- A. Strict compliance with Metro Code provisions regarding rate-setting (Section 5.01.180) is not necessary to protect the public interest, health or welfare with respect to processors of petroleum contaminated soils.

- B. That the applicant (franchisee) will be performing a processing and recycling function by destroying and eliminating contaminants from soil.
- C. Soils treatment and processing facilities will be operating in a highly competitive marketplace which will require the need for rapid response to market demands.
- D. Metro does not collect user fees from processors of petroleum contaminated soils because of Metro policy to promote the processing and treatment of contaminated soil.
- E. That the objectives of the District in encouraging treatment and processing of petroleum contaminated soil at a reasonable cost to the public can be met without regulation of the applicant's rate.
- F. That regulation of rates at the applicant's facility can result in curtailment or closing down of the franchised facility to the detriment of the Region's objectives to reduce or eliminate petroleum contaminated soils from landfills and to process and recycle contaminated soils.

Petroleum contaminated soil has been identified as a significant environmental and disposal problem in the District. At the present time, there is only one active franchised processor of these materials.

The interest and number of processors and competing landfills assure a competitive marketplace, and adequate processing and/or disposal capacity to meet District needs. Furthermore, the substantial capital investment and required permits to commence petroleum contaminated soil processing provides assurance of the commitment of processors to remain in the marketplace.

QUALIFICATIONS OF APPLICANT AND COMPLIANCE WITH THE CODE

PEMCO has been a petrochemical contractor in the Northwest since 1979, involved in remedial activities. Over the past five years, PEMCO has included soil remediation on its list of services.

The facility will be in compliance with the Regional Solid Waste Management Plan (RSWMP). Contaminated soil is classified as a "special waste" and the RSWMP calls for solutions to special waste management be developed as a component of the RSWMP. Ordinance No. 91-422B adopted by Council as an amendment to the Metro Code pertaining to contaminated soils treatment was part of the process of encouraging alternative strategies for petroleum contaminated soil. Petroleum contaminated soils are not a principal recyclable or counted in recycling levels for the metropolitan region. However, the Metro Council believed that the destruction of the contamination from petroleum contaminated soils warranted its exemption from user fees. PEMCO's franchise application to establish a soil remediation facility at Marion County would qualify for such an exemption. It's location south of the Metro region could potentially attract soils which would otherwise be disposed of or processed at another facility. Furthermore, the Council has previously approved a franchise in 1992 for a portable PCS treatment unit for PEMCO. Though this previous franchise is currently inactive, the present proposal will provide a fixed location for continuing activities for PCS treatment by PEMCO.

NEED FOR THE FACILITY

Additional competition with the existing franchised processor and disposal sites should keep prices competitive. Since soils will be stockpiled until sufficient quantity has been collected for processing, the environmental precautions for the storage area are important. The local jurisdiction and DEQ have addressed this in their Conditional Use Permit, Agreement with PEMCO and the DEQ Solid Waste Permit. Metro should also monitor the data from the facility to ensure that this is not a thinly disguised aeration operation even though the agreement that PEMCO has with Marion County and PEMCO's DEQ Solid Waste Permit clearly contemplate the use of PEMCO's thermo desorption unit. Doing soil aeration however, is an unlikely prospect since PEMCO's agreement with Marion County prohibits storage of untreated PCS for more than six months and PEMCO's DEQ Solid Waste Permit limits storage of untreated PCS to a period of 120 days. It is important to ensure that soil is treated and the hydrocarbons destroyed before it is used for beneficial use. The same testing and reporting requirements would apply to this site as to other franchise facilities that dispose of the treated soil off site.

Auditing and establishing partitions between soil received to be treated versus other waste and soils received at the landfill will be critical to achieving this audit ability. Metro and DEQ data requirements will necessitate such physical separation, and the physical location of the PEMCO operations site on a closed section of the landfill will assure such physical separation. Metro's data requirements parallel DEQ's data requirements. DEQ requires data for all tons of PCS received; date of receipt; origin of soil; tons of processed soil removed from the processing site and addresses to where sent; pre-treatment waste characterization and post-treatment testing results.

It will be expected that the amount of soil processed will increase somewhat with access to this new facility, however, an exact total is not possible to predict and will largely be based on the price charged to receive the soils.

With respect to the need for the facility, the present facility if approved, will be one of two active processors of PCS in the local region. The other operating PCS franchise is Oregon Hydrocarbon, Inc. located in the Rivergate industrial area. At the present time, it is not recommended that restrictions be placed on entry into the petroleum contaminated soil processing business provided that applicants can satisfy DEQ and other regulatory requirements, and further provided that Metro is otherwise satisfied with the applicant's qualifications. Market demand should be a sufficient regulator of economic entry and departure from the soils processing business. In the interim, undue limitations upon entry into the processing market are not recommended. Furthermore, no geographic operations limitations on soil processors is recommended at this time. In order for this ordinance to take effect immediately upon passage, an emergency clause has been added to the Ordinance.

Regulatory Compliance

As noted on page 2 of this report, the applicant possesses a Department of Environmental Quality Solid Waste Permit and a conditional use permit from Marion County.

BUDGET IMPACT

Currently, the charge to dispose of PCS at designated facilities is approximately the same as the charge to have it treated by companies such as PEMCO. For the purposes of this analysis it is

assumed that this cost differential will remain zero. This leaves proximity as the remaining factor that could result in PEMCO's request having effects on Metro's revenues. It seems that proximity will have negligible impact on Metro's revenues, given that: (a) Metro only receives revenues on PCS generated within the Metro area and disposed of at a landfill; (b) compared to the location of the Hillsboro Landfill designated facility, the PEMCO facility is located a long distance from the Metro area; and (c) since transportation costs are a function of miles driven, if landfill disposal and PCS processing are on a rough parity in terms of cost, then PEMCO is likely only to draw business from an area in relative proximity to its facility.

Marion County and DEQ have stated that receipt of PEMCO waste will not affect the ability of the Marion County Landfill to receive waste from its current users in the future.

SUMMARY

It is the conclusion of staff that:

The applicant possesses sufficient qualifications to establish, operate and maintain the proposed facility in a manner consistent with the provisions of the Metro Code.

That the facility complies with Metro's Regional Solid Waste Management Plan.

STAFF RECOMMENDATION

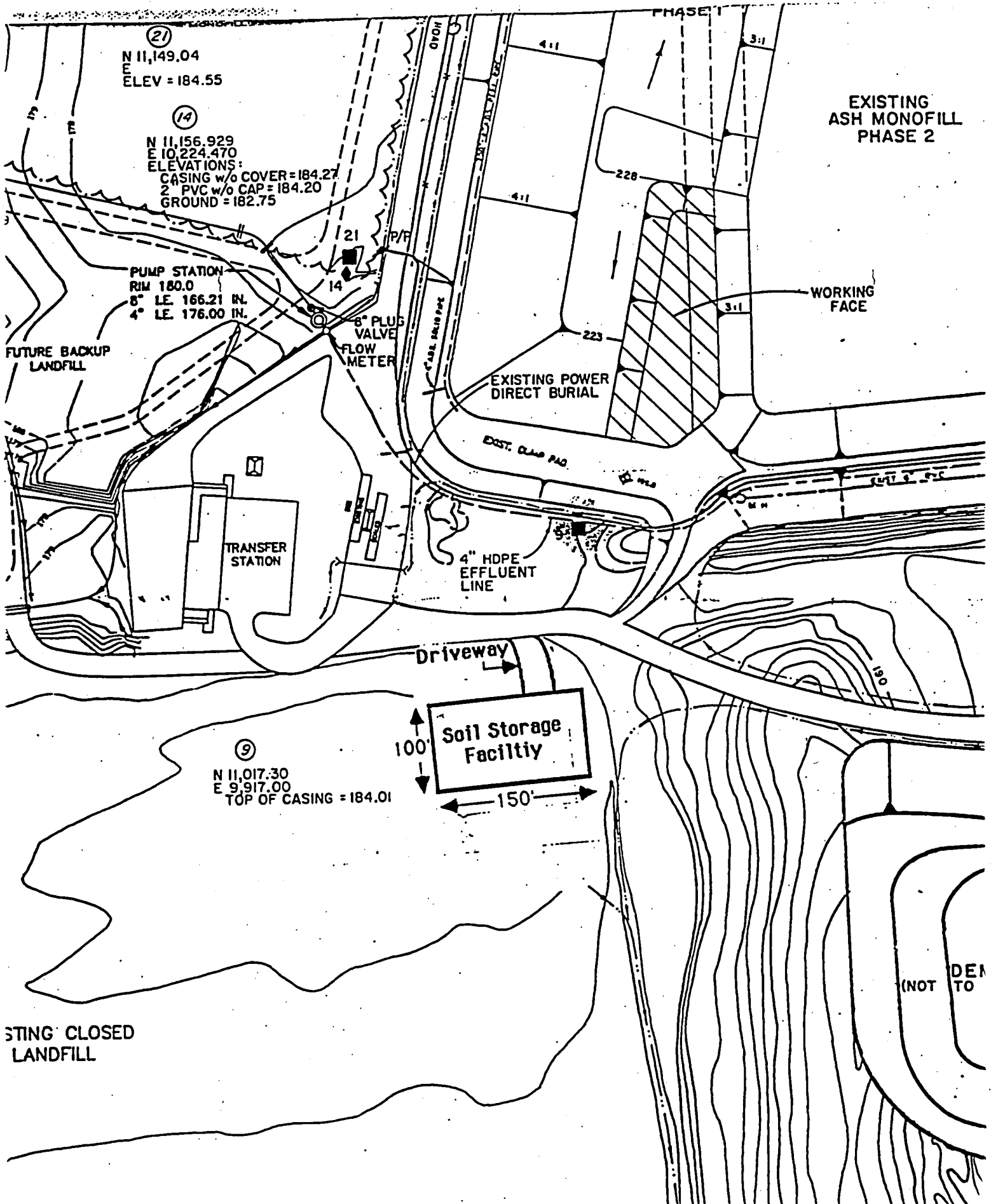
Based on the foregoing analysis it is the opinion of staff the PEMCO, INC. should be granted a non-exclusive franchise in accord with the provisions of the franchise agreement shown as Exhibit A of Ordinance No. 94-532.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 94-532.

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franchise/pemco127.stf

ATTACHMENT 1



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF GRANTING)	ORDINANCE NO. 94-532
A FRANCHISE TO PEMCO, INC. FOR)	
THE PURPOSE OF OPERATING A	)	INTRODUCED BY RENA CUSMA
PETROLEUM CONTAMINATED SOIL	)	EXECUTIVE OFFICER
PROCESSING FACILITY AND)	
DECLARING AN EMERGENCY)	

WHEREAS, PEMCO, Inc. intends to operate a facility that will process petroleum contaminated soil (PCS) by a thermo desorption process; and

WHEREAS, PEMCO, Inc. has applied for a non-exclusive franchise to operate the PCS processing center in Woodburn, Oregon; and

WHEREAS, PEMCO has submitted evidence of compliance with Metro Code Section 5.01.060 requirements for franchise applications and operational plans, except those relating to rate requests, as discussed in the attached Staff Report; and

WHEREAS, PEMCO has met the purpose and intent of Metro Code Section 5.01.180 and has met variance criteria (1), (2) and (3) under Metro Code Section 5.01.110(a) as set out in its request for a variance from rate regulation; and

WHEREAS, Allowing this ordinance to take effect immediately is necessary for the public health, safety and welfare of the Metro area because:

1. The franchisee will be able to commence operation sooner than 90 days and will immediately begin to benefit the regional effort to process rather than landfill petroleum contaminated soils.
2. This franchise will provide additional market competition for treatment of petroleum contaminated soils.
3. The franchisee would be unreasonably delayed in its ability to commence operation of its facility; and,

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

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. That the Metro Council authorizes the District to enter into the attached Franchise Agreement (Exhibit A) with PEMCO within ten (10) days of the adoption of this Ordinance.
2. The variance pertaining to Metro Code Section 5.01.180 to exempt the facility from the Metro Council establishing disposal rates is granted based on the findings contained in the Staff Report submitted with this Ordinance.
3. This Ordinance being necessary for the immediate preservation of the public health, safety, and welfare, an emergency is declared to exist, and this Ordinance takes effect upon passage.

Adopted by the Metro Council this _____ day of _____, 1994.

Judy Wyers Presiding Officer

PN:lk
NORT/SWP/PEMCO.ORD
02/25/94 12:20 PM

SOLID WASTE FRANCHISE
Issued by
METRO
600 N.E. Grand Avenue
Portland, Oregon 97232-2736
(503) 797-1700

FRANCHISE NUMBER: 15

DATE ISSUED: _____

AMENDMENT DATE: N/A

EXPIRATION DATE: _____

ISSUED TO: PEMCO

NAME OF FACILITY: PEMCO Marion County Soil Recycling Facility

ADDRESS: 17827 Whitney Lane. NE

CITY, STATE, ZIP: Woodburn, OR 97071

NAME OF OPERATOR: PEMCO

PERSON IN CHARGE: Richard Wayper, P.G., Manager.

Soil Remediation Division

ADDRESS: 437 N Columbia Blvd. PO Box 11569

CITY, STATE, ZIP: Portland, OR 97211

TELEPHONE NUMBER: (503) 283-2151

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FRANCHISE AGREEMENT

This Franchise is issued by Metro, a municipal corporation organized under Oregon Law and the 1992 Metro Charter, to PEMCO, referred to herein as "Franchisee."

In recognition of the promises made by Franchisee as specified herein, Metro issues this Franchise, subject to the following terms and conditions:

1. Definitions

As used in this Franchise:

- 1.1 "Code" means the Code of Metro.
- 1.2 "DEQ" means the Department of Environmental Quality of the State of Oregon.
- 1.3 "Executive Officer" means the Executive Officer of Metro or the Executive Officer's designee.
- 1.4 "Facility" for the purposes of this franchise means that portion of the North Marion Disposal Facility (NMDP) that is leased or rented by the Franchisee for the purposes of processing Petroleum Contaminated Soil and more fully described in section 3 of this Franchise.
- 1.5 "Petroleum Contaminated Soil (PCS)" means soil into which hydrocarbons, including gasoline, diesel fuel, bunker oil or other petroleum products have been released. Soil that is contaminated with petroleum products but also contaminated with a hazardous waste as defined in ORS 466.005, or a radioactive waste as defined in ORS 469.300, is not included in the term.
- 1.6 "Processing Facility" means a place or piece of equipment where or by which solid wastes are processed. This definition does not include commercial and home garbage disposal units, which are used to process food wastes and are part of the sewage system, hospital incinerators, crematoriums, paper shredders in commercial establishments, or equipment used by a recycling drop center.

2. Term of Franchise

This Franchise is issued for a term of five years from the date signed by Metro and the Franchisee, following approval by the Metro Council.

3. Location of Facility

The Facility is that portion of the NMDP that is located at 17827 Whitney Lane N.E., Woodburn, Oregon, which real property is more particularly described as that part of:

Sec. 31, T4S, R1W, W.M., Marion County, Oregon

and bears tax lot numbers 41110-000, 41111-000, 75530-020, and 42005-000; and specifically as shown on EXHIBIT C as "Soil Storage Facility" and adjacent lands; this excerpted exhibit being shown on a topographic plan map of the North Marion County Disposal Facility dated September 1989.

4. Operator and Owner of Facility and Property

- 4.1 The owner/operator of the Facility and owner of the PCS processing equipment is PEMCO, Inc. Franchisee shall submit to Metro any changes in ownership of the Facility in excess of five percent of ownership, or any change in partners if a partnership, within 10 days of the change.
- 4.2 The owner of the property underlying the Facility is Marion County, Oregon. If Franchisee is not the owner of the underlying property, Franchisee warrants that owner has consented to Franchisee's use of the property as described in this Franchise. In this connection and in addition to its warranty, Franchisee has submitted to Metro correspondence from the owner of the underlying property which reflects the owner's consent. The correspondence is attached as Exhibit A and is incorporated herein by this reference.
- 4.3 Franchisee is the operator of the PCS treatment area of the Facility. Franchisee may contract with another person or entity to operate the Facility only upon ninety (90) days prior written notice to Metro and the written approval of the Executive Officer. Franchisee shall retain primary responsibility for compliance with this Franchise.

5. Authorized and Prohibited Solid Wastes

- 5.1 Franchisee is authorized to accept loads of 100 percent Petroleum Contaminated Soil (PCS) as specified in DEQ Solid Waste Disposal Permit No. 1169 for processing at the Facility. No other wastes shall be accepted at the Facility unless specifically authorized in writing by Metro.
- 5.2 Franchisee shall only accept loads of PCS that are tarped. Treated soils leaving the site must also be tarped.

- 5.3 All vehicles and devices transferring or transporting solid waste via public roads shall be constructed, maintained, and operated to prevent leaking, sifting, spilling, or blowing of solid waste while in transit.
- 5.4 This Franchise imposes no limitation on the amount of PCS that may be processed each year at the Facility. Franchisee may process the amount of PCS that the Facility is capable of processing consistent with applicable law and the terms of this Franchise.
- 5.5 Consistent with DEQ directives, Franchisee shall establish and follow procedures for determining what materials will be accepted at the Facility. The procedures must include a testing regimen sufficient to prevent hazardous or otherwise unacceptable materials from entering the Facility.
- 5.6 PCS processing shall be consistent with the thermo desorption method of processing. Any modification or change in the manner in which PCS is treated shall be considered a material change in the franchise and will subject the franchise to amendment or termination under Metro's Franchise Code Chapter 5.01.

6. Minimum Monitoring and Reporting Requirements

- 6.1 Franchisee shall effectively monitor Facility operation and maintain accurate records of the following information:
 - (a) Amount and type of material processed at the Facility;
 - (b) Amount and type of material delivered to the Facility, along with the name of the individual or company attempting to deliver material, the reason the material was rejected and, if known, the destination of the material after leaving the Facility;
 - (c) The destination of all materials accepted at the Facility, upon leaving the Facility, by county and tax lot number, or by other description that clearly identifies the destination, if no tax lot number is available as well as the destination for treated and/or residual materials; and
 - (d) Descriptions of all operational irregularities, accidents, and incidents of non-compliance.
- 6.2 Records required under section 6.1 shall be reported to Metro no later than 30 days following the end of each quarter, in the format attached as Exhibit B to this Franchise, which is incorporated herein by this reference. The report shall be provided in both hard copy and in electronic form compatible with Metro's data processing equipment. The hard copy of the

report shall be signed and certified as accurate by an authorized representative of Franchisee.

- 6.3 Franchisee shall maintain complete and accurate records of all costs, revenues, rates, and other information on a form suitable to Metro. These records shall be made available to Metro on request, and summary reports shall be provided to Metro no later than 30 days following the end of each quarter.
- 6.4 Transaction records and measured weights for each load taken to the landfill on the Facility site for storage, beneficial use or daily cover must be made in the same manner as if the soil were removed from the site.
- 6.5 The Franchisee shall file an Annual Operating Report on or before each anniversary date of the Franchise, detailing the previous year operation of the Facility as outlined in this Franchise.
- 6.6 The Franchisee shall submit to Metro duplicate copies of any information submitted to the DEQ pertaining to the Facility, within 30 days of submittal to DEQ.
- 6.7 Authorized representatives of Metro shall be permitted to inspect information from which all required reports are derived during normal working hours or at other reasonable times with 24-hour notice. Metro's right to inspect shall include the right to review, at an office of Franchisee located in the Portland metropolitan area, all books, records, maps, plans, income tax returns, financial statements, and other like materials of the Franchisee that are directly related to the operation of the Franchisee.

7. Operational Requirements

- 7.1 At least one sign shall be erected at the entrance to the Facility. The sign shall be easily visible, legible, and shall contain at least the following:
 - (a) Name of Facility;
 - (b) Emergency phone number;
 - (c) Operational hours during which material will be received;
 - (d) General disposal rates with information as to obtaining specific rates;
 - (e) Metro information phone number; and

- (f) List of materials accepted at the Facility.
- 7.2 A copy of this Franchise shall be displayed where it can be readily referred to by operating personnel.
- 7.3 If a breakdown of equipment, fire, or other occurrence results in a violation of any conditions of this Franchise or of the Metro Code, the Franchisee shall:
 - (a) Take immediate action to correct the unauthorized condition or operation.
 - (b) Immediately notify Metro so that an investigation can be made to evaluate the impact and the corrective actions taken and determine additional action that must be taken.
- 7.4 If the 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 ninety (90) days prior to closure, of the proposed time schedule and closure procedures.
- 7.5 Franchisee shall establish and follow procedures designed to give reasonable notice prior to refusing service to any person. Copies of notification and procedures for such action will be retained on file for three years by Franchisee for possible review by Metro.
- 7.6 Franchisee shall not, by act or omission, unlawfully discriminate against any person, treat unequally or prefer any user of the Facility through application of fees or the operation of the Facility.
- 7.7 Franchisee shall provide a staff that is qualified to operate the Facility in compliance with this Franchise and to carry out the reporting functions required by this Franchise.

8. Annual Franchise Fees

Franchisee shall pay an annual franchise fee, as established under Metro Code Section 5.03.030. The fee shall be delivered to Metro within 30 days of the effective date of this Franchise and each year thereafter.

9. Insurance

- 9.1 Franchisee shall purchase and maintain the following types of insurance, covering Franchisee, its employees, and agents:
- (a) Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (b) Automobile bodily injury and property damage liability insurance.
- 9.2 Insurance coverage shall be a minimum of \$500,000 per occurrence, \$100,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
- 9.3 Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
- 9.4 Franchisee, its contractors, if any, and all employers working under this Franchise are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

10. Indemnification

Franchisee shall indemnify and hold Metro, its agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with Franchisee's performance under this Franchise, including patent infringement and any claims or disputes involving subcontractors.

11. Compliance With Law

Franchisee shall fully comply with all federal, state, regional and local laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this Franchise. All conditions imposed on the operation of the Facility by federal, state or local governments or agencies having jurisdiction over the Facility are part of this Franchise

by reference as if specifically set forth herein. Such conditions and permits include those attached as exhibits to this Franchise, as well as any existing at the time of issuance of this Franchise and not attached, and permits or conditions issued or modified during the term of this Franchise.

12. Metro Enforcement Authority

- 12.1 The Executive Officer may, upon sixty (60) days prior written notice, direct solid waste away from the Franchisee or limit the type of solid waste that the Franchisee may receive. Such action, or other necessary steps, may be taken to abate a nuisance arising from operation of the Facility or to carry out other public policy objectives. Upon receiving such notice, the Franchisee shall have the right to a contested case hearing pursuant to Code Chapter 2.05. A request for a hearing shall not stay action by the Executive Officer. Prior notice shall not be required if the Executive Officer finds that there is an immediate and serious danger to the public or that a health hazard or public nuisance would be created by a delay.
- 12.2 Authorized representatives of Metro shall be permitted access to the premises of the Facility at all reasonable times for the purpose of making inspections and carrying out other necessary functions related to this Franchise. Access to inspect is authorized:
- (a) During all working hours;
 - (b) At other reasonable times with notice; and
 - (c) At any time without notice when, in the opinion of the Metro Solid Waste Department Director, such notice would defeat the purpose of the entry.
- 12.3 The power and right to regulate, in the public interest, the exercise of the privileges granted by this Franchise shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such legal requirements against Franchisee.

13. Disposal Rates and Fees

- 13.1 In accordance with the variance granted by the Metro Council, the rates charged at this Facility shall be exempt from Metro rate setting. Metro reserves the right to exercise its authority to regulate rates pursuant to Metro Code Section 5.01.170, by amendment to this Franchise following reasonable notice to Franchisee and an opportunity for a hearing.

- 13.2 Franchisee is exempted from collecting and remitting Metro Fees on waste processed at the Facility that is processed in compliance with PEMCO's contract with Marion County and its DEQ Solid Waste Permit. Franchisee is fully responsible for paying all costs associated with disposal of residual material generated at the Facility. If Franchisee obtains authorization to dispose of residual material at a facility that has not been "designated" by Metro, Franchisee shall remit to Metro the Metro Regional User Fee on all waste disposed of at the non-designated facility.
- 13.3 Until such time as Metro may establish disposal rates at the Facility, the Franchisee shall adhere to the following conditions with regard to disposal rates charged at the Facility:
- (a) Franchisee may modify rates to be charged on a continuing basis as market demands may dictate. Metro shall be notified no later than 10 days after any rate changes.
 - (b) All rates charged at the Facility shall be posted on a sign near where fees are collected. All customers within a given disposal class shall receive equal, consistent, and nondiscriminatory treatment in the collection of fees.

14. Revocation

- 14.1 This Franchise may be revoked at any time for any violation of the conditions of this Franchise or the Metro Code. This Franchise does not relieve Franchisee from responsibility for compliance with ORS chapter 459, or other applicable federal, state or local statutes, rules, regulations, codes, ordinances, or standards.
- 14.2 This Franchise Agreement is subject to suspension, modification, revocation, or nonrenewal upon finding that:
- (a) The Franchisee has violated the terms of this Franchise, the Metro Code, ORS chapter 459, or the rules promulgated thereunder or any other applicable law or regulation; or
 - (b) The Franchisee has misrepresented material facts or information in the Franchise Application, Annual Operating Report, or other information required to be submitted to Metro; or
 - (c) The Franchisee has refused to provide adequate service at the Facility, after written notification and reasonable opportunity to do so; or

- (d) There has been a significant change in the quantity or character of solid waste received at the Facility, the method of processing solid waste at the Facility, or available methods of processing such waste.

15. General Conditions

- 15.1 Franchisee shall be responsible for ensuring that its contractors and agents operate in complete compliance with the terms and conditions of this Franchise.
- 15.2 The granting of this Franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste during the term of the Franchise.
- 15.3 This Franchise may not be transferred or assigned without the prior written approval of Metro.
- 15.4 To be effective, a waiver of any term or condition of this Franchise must be in writing, signed by the Executive Officer. Waiver of a term or condition of this Franchise shall neither waive nor prejudice Metro's right otherwise to require performance of the same term or condition or any other term or condition.
- 15.5 This Franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
- 15.6 If any provision of the Franchise shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Franchise shall not be affected.

16. Notices

- 16.1 All notices required to be given to the Franchisee under this Franchise shall be delivered to:

_____, General Manager

16.2 All notices required to be given to Metro under this Franchise shall be delivered to:

Solid Waste Director
Solid Waste Department
METRO
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

16.3 Notices shall be in writing, effective when delivered, or if mailed, effective on the second day after mailed, postage prepaid, to the address for the party stated in this Franchise, or to such other address as a party may specify by notice to the other.

PEMCO

METRO

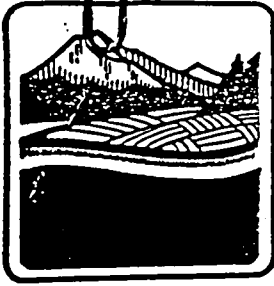
Rena Cusma, Executive Officer

Print Name and Title

Date: _____

Date: _____

CL/PN:clk
02/25/94
norfranchis/pemco.frn2



Marion County

OREGON

DEPARTMENT OF
SOLID WASTE MANAGEMENT

April 6, 1993

DIRECTOR
James V. Sears

(503) 588-5169

BOARD OF
COMMISSIONERS
Randall Franke
Gary Heer
Mary Pearmine

ADMINISTRATIVE
OFFICER
Ken Roudybush

Richard Wayper
Manager Soil Remediation Div.
PEMCO
P.O. Box 11569
Portland, OR 97211

Dear Richard:

In response to your request, I have prepared this letter.

Marion County is supportive of PEMCO operating a thermal processing facility for petroleum contaminated soils at our North Marion County Disposal Facility (NMCDF).

This concept has been brought before our Solid Waste Management Advisory Council. It held several public input meetings and approve a facility at the NMCDF.

The NMCDF accepts solid waste for disposal. We operate an ash monofill and a solid waste landfill at this location. The processing of petroleum contaminated soils is a service that we have not offered our residents in the past.

We believe that petroleum contaminated soils processing is a service that should be provided and that this type of operation would be suited for the NMCDF site. It would allow us to use the processed soils on site and be compatible with the existing operations.

Marion County operates the facility under a DEQ Solid Waste Permit Number 240. My understanding is that they will want you to acquire a separate solid waste permit for the petroleum contaminate soil processing.

If you have any further questions, please phone me at 588-5056.

Sincerely,

James Sears, Director
Solid Waste Management

JVS:caa
pemco0493.JVS

Exhibit B

MINIMUM MONITORING AND REPORTING REQUIREMENTS

The Franchise Holder or designated Representative shall effectively monitor the processing facility operation and maintain records of the following required data. The records shall conform to the following format.

1. Summary Sheet

Total Tons Onsite at Beginning of Quarter	Total Tons Accepted During Quarter	Total Tons Treated During Quarter	Total Treated Tons Removed From Site During Month	Total Tons Remaining Onsite at the End of the Quarter

2. Summary of Total Tonnage of PCS Accepted Per Site (list out-of-state after within State)

DEQ File No.	Date(s) of First Loads Accepted	Generator Name and Address	Site of Origination	Total Tons Recl During Quarter	Type of Communication

3. Pre-Treatment Analysis of PCS Per Site (list out-of-state after within State)

DEQ File Number(s)	Test # (attach copies of test results)

4. Post-Treatment Analysis of PCS

DEQ File Number(s)	Test # (attach copies of test results)

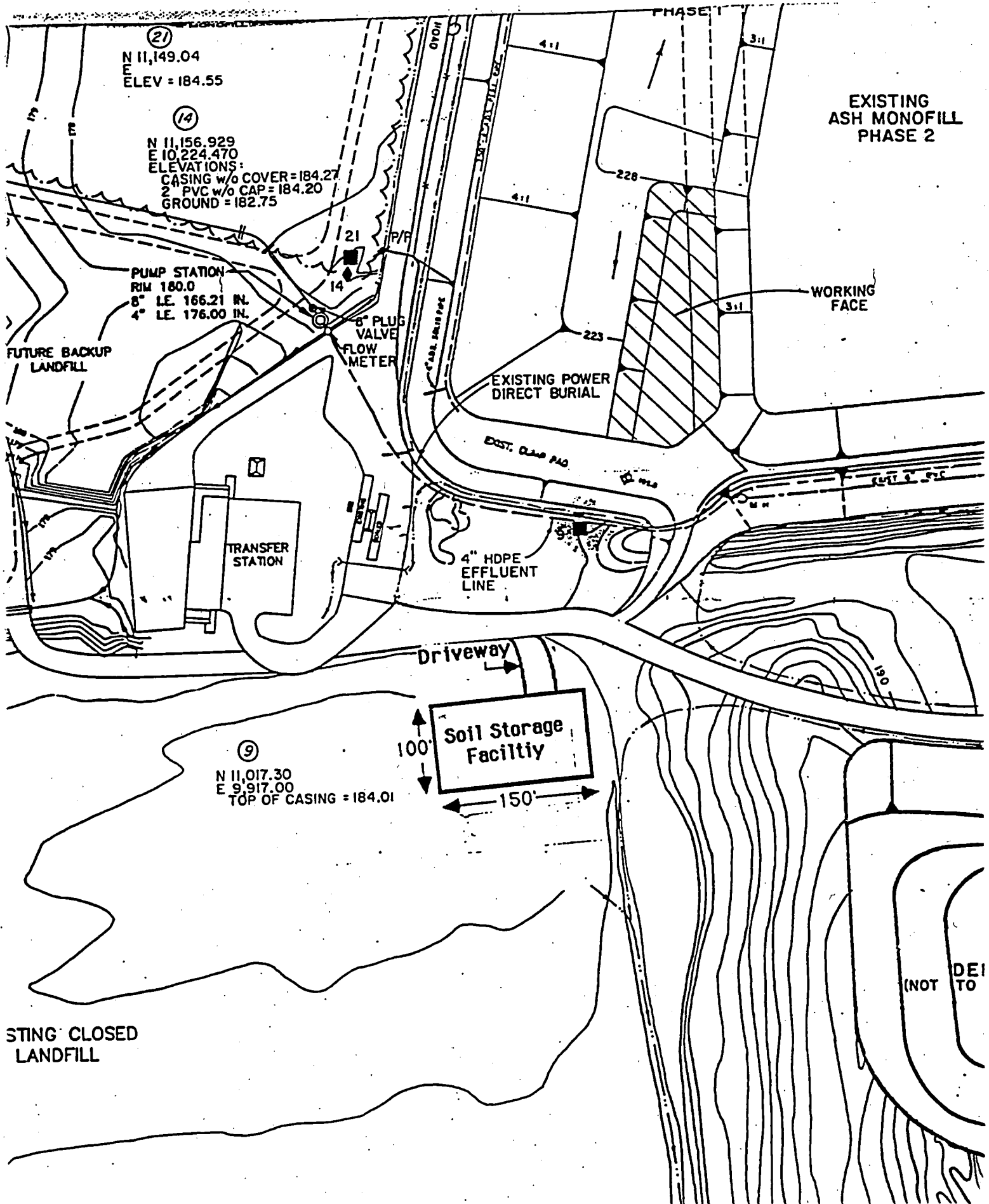
5. Final Disposition of Treated Soils

DEQ File Number(s)	Post-Treatment Test #	Destination of Load (County and Tax Lot #)	Date load Shipped to Destination	Total Tons Shipped to Destination During the Quarter

6. Loads Rejected

DEQ File Number (s)	Date of Load	Transporter Name	Weight of Load	Reason for Rejection	Destination of Rejected Load

Exhibit C



Meeting Date: March 10, 1994
Agenda Item No. 5.2

ORDINANCE NO. 94-533

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING	)	ORDINANCE NO. 94-533
METRO CODE SECTIONS 5.02.055)	
AND 7.01.080 RELATING TO THE	)	Introduced by Rena Cusma,
COLLECTION OF USER FEES AND	)	Executive Officer
EXCISE TAXES FROM FRANCHISED)	
AND OTHER DESIGNATED SOLID WASTE)	
FACILITIES, AND DECLARING AN)	
EMERGENCY)	

WHEREAS, On September 9, 1993, the Metro Council adopted Ordinance No. 93-509, standardizing credit policy and payment schedules for franchised and other designated facilities; and

WHEREAS, Ordinance No. 93-509 provided that franchised and other designated facilities must remit user fees and excise taxes charged each month by the 15th day of the following month; and

WHEREAS, Ordinance No. 93-509 also provided that if such fees and taxes were not paid when due, a finance charge would be imposed on the last day of the month, allowing a 30-day period between the month in which the facility assessed the charges and the date on which Metro would impose a finance charge against the facility; and

WHEREAS, Metro allows users of its own facilities a 45-day period before finance charges are imposed; and

WHEREAS, This Ordinance would provide an additional 15 days before imposition of a finance charge against franchised and other designated facilities, for a total of 45 days; and

WHEREAS, For reasons stated in section 3 of this Ordinance, an emergency is declared, and this Ordinance will take effect upon passage; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Metro Code Section 5.02.055 is amended to read:

"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~~fifteenth day of the month ~~following the month~~ in which they are due, and on the ~~last~~fifteenth day of each month thereafter, until paid. For other charges, the finance charge shall be assessed ~~fifteen~~thirty 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 2. Metro Code Section 7.01.080 is amended to read:

"7.01.080 Penalties and Finance Charges:

(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.

(b) **Finance Charges.** In addition to any penalties imposed, 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~~fifteenth day of the month ~~following the month~~ in which taxes are due, and on the ~~last~~fifteenth 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.

(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 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 penalties or finance charges or any portion thereof."

Section 3. This Ordinance is intended to address an undue burden that has been placed on franchised and other designated facilities related to the imposition of finance charges. Because the regional welfare necessitates treating franchised and other designated

facilities in a manner similar to the treatment of credit accounts at Metro facilities, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

ds
1157

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-533 FOR THE PURPOSE OF AMENDING THE METRO CODE SECTIONS 5.02.055 AND 7.01.080 RELATING TO THE COLLECTION OF USER FEES AND EXCISE TAXES FROM FRANCHISED AND OTHER DESIGNATED SOLID WASTE FACILITIES, AND DECLARING AN EMERGENCY

Date: March 2, 1994

Presented by Jennifer Sims

PROPOSED ACTION

This Ordinance amends sections 5.02.055(c) and 7.01.080(b) of the Metro Code relating to remittance of solid waste user fees and excise taxes and the assessment of a finance charge. The purpose is to increase consistency in the collection of user fees and excise taxes.

FACTUAL BACKGROUND AND ANALYSIS

In August of 1993 Ordinance 93-509 amended chapters 5 and 7 of the Metro Code related to the remittance of solid waste user fees and excise taxes to increase consistency of finance charges, terms, and administration of policies with existing credit policy. A copy of the staff report related to that action is attached for your information. The purpose of this Ordinance is to correct a small deficiency in that amended policy that has been pointed out by customers.

The User Fees and Excise Tax are paid by customers that are in some ways competing for the same customers that use our Metro owned facilities. Our customers that use our Solid Waste Disposal facilities are not assessed a finance charge until 45 days after the last usage date in a month. The franchised and other designated facilities are assessed a finance charge within 30 days of the last usage date in a month.

If the franchisees and other designated facilities try to shorten their credit terms to their customers to collect funds in time to pay Metro, their customers may find it more prudent to be a direct Metro customer. This places an undue burden on the franchises and other designated facilities. We are therefore recommending the amendment of the Code to reflect the consistent terms as outlined in the proposed User Fee/Excise Tax.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 94-533.

JS:KF:kf

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE	)	ORDINANCE NO. 93-509
METRO CODE RELATING TO THE)	
COLLECTION OF USER FEES AND	)	Introduced by Rena Cusma,
EXCISE TAXES FROM FRANCHISED	)	Executive Officer
AND OTHER DESIGNATED SOLID)	
WASTE FACILITIES)	

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.~~

~~(f)~~(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.~~

~~(c)~~(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

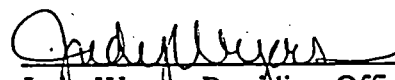
penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in paragraphs (a) and (b) of this Section.

~~(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 9th day of September, 1993.


Judy Wyers, Presiding Officer

ATTEST:


Clerk of the Council

ds 1116

Meeting Date: March 10, 1994
Agenda Item No. 5.3

ORDINANCE NO. 94-536

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 94-536 AMENDING ORDINANCE NO. 93-487A REVISING THE FY 93-94 BUDGET AND APPROPRIATIONS SCHEDULE WITHIN THE REHABILITATION AND ENHANCEMENT FUND FOR THE PURPOSE OF FUNDING A REQUEST FROM THE NORTH PORTLAND ENHANCEMENT COMMITTEE TO PROVIDE GRANTS FROM THE NORTH PORTLAND ENHANCEMENT ACCOUNT, FOR NEW CONSTRUCTION TO FUND AN IMPROVEMENT PROJECT AT DELAUNEY FAMILY OF SERVICES AND FOR PROJECT START-UP OF THE MULTNOMAH COMMUNITY DEVELOPMENT CORPORATION; AND DECLARING AN EMERGENCY.

Date: March 2, 1994

Presented by: Roosevelt Carter

FACTUAL BACKGROUND AND ANALYSIS

This action requests adjustments to the Rehabilitation and Enhancement Fund, North Portland Enhancement Account, for the following purposes:

1. Transfer of \$50,000 within the Contingency category of the North Portland Enhancement Account to the Materials and Services category of the North Portland Enhancement Account to provide a grant to the Delauney Family of Services for assistance in construction of a new facility in North Portland.
2. Transfer of \$35,000 within the Contingency category of the North Portland Enhancement Account to the Materials and Services category of the North Portland Enhancement Account to provide a grant to the Multnomah Community Development Corporation for start-up of a community commercial center benefiting the Portsmouth community of North Portland.

Each action will be explained separately.

Grant to the Delauney Family of Services

Delauney Family of Services (formerly Delauney Mental Health Services) is a non-profit community service organization that has operated in North Portland for 31 years. Among its services, the organization operates the North Portland Child and Youth Center, which provides a wide range of counseling programs for at-risk youth. The program has outgrown the present facilities and is raising funds to construct a new facility at an estimated cost of \$1.25 million. The organization has requested seed money from the North Portland Enhancement Committee to begin construction of the new facility at North Lombard and Monteith Streets. An installment of \$50,000 is needed this fiscal year to pay contractor's fees, architect and design costs, and to allow Delauney to continue to successfully complete their fund raising campaign.

This project has been determined to meet Criteria No. 8, *Are directed to the aid of residents, non-profit corporations and small businesses as defined by the Small Business Administration;* and Criteria No. 9, *Result in programs such as training opportunities to benefit North Portland youth and elderly.*

Grant to the Multnomah Community Development Corporation

The Multnomah Community Development Corporation is a non-profit group organized to generate public and private capital investment in projects and services which foster an environment of self-determination and self-sufficiency for low income communities and individuals. The corporation is undertaking to construct a Community Commercial Center located in Columbia Villa for local ownership and management, and is seeking funds to assist with the project. The organization has requested a grant of \$35,00 for start-up funds from the North Portland Enhancement Committee to provide staff for the project and to complete the partially developed business plan. They will be seeking other assistance from trust funds, businesses, state and federal economic development assistance programs, and others to complete the development, estimated to cost \$1.4 million.

This project has been determined to meet Criteria No. 1, *Result in increased employment/economic opportunities for North Portland residents;* and Criteria No. 8, *Are directed to the aid of residents, non-profit corporations and small businesses as defined by the Small Business Administration.*

Rehabilitation and Enhancement funds were established by Metro for the purpose of funding projects that will improve and enhance the designated Enhancement Area. Among the criteria for which funds may be used is programs which benefit youth, and projects which result in economic development. Both of these requests would be for projects physically located within the geographic boundaries of the North Portland Enhancement area. There is \$250,000 allocated in the Contingency category of the North Portland Enhancement Account that would provide the required \$85,000 to fund these grants. The North Portland Enhancement Committee recommends approval of a budget amendment to transfer \$85,000 from Contingency to Materials and Services in the North Portland Enhancement Account of the Rehabilitation and Enhancement Fund, thereby reducing the Contingency category to \$165,000 and increasing Materials and Services to \$172,860.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 94-536.

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BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING ORDINANCE)
NO. 93-487A REVISING THE FY 1993-94)
BUDGET AND APPROPRIATIONS)
SCHEDULE FOR THE PURPOSE OF)
FUNDING A REQUEST FROM THE NORTH)
PORTLAND ENHANCEMENT COMMITTEE)
TO PROVIDE GRANTS FROM THE)
REHABILITATION AND ENHANCEMENT)
FUND, NORTH PORTLAND ENHANCEMENT)
ACCOUNT, FOR NEW CONSTRUCTION TO)
FUND AN IMPROVEMENT PROJECT AT)
DELAUNEY FAMILY OF SERVICES AND)
FOR PROJECT START-UP OF THE)
MULTNOMAH COMMUNITY DEVELOPMENT)
CORPORATION; AND DECLARING AN)
EMERGENCY)

ORDINANCE NO. 94-536

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 \$85,000 from the Rehabilitation and Enhancement Fund Contingency to the North Portland Enhancement Account, Materials and Services to provide grants for new construction to fund an improvement project at Delauney Family of Services and for project start up of the Multnomah Community Development Corporation.

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 _____, 1994.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

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March 2, 1994

Exhibit A
Ordinance No. 94-536

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Rehabilitation & Enhancement Fund							
<u>Materials & Services</u>							
NORTH PORTLAND ENHANCEMENT ACCOUNT							
524190	Misc. Professional Services		85,000		85,000		170,000
526200	Ads & Legal Notices		500		0		500
526310	Printing Services		700		0		700
526420	Postage		800		0		800
526800	Training, Tuition, and Conferences		500		0		500
529500	Meetings		360		0		360
COMPOSTER ENHANCEMENT ACCOUNT							
524190	Misc. Professional Services		56,000		0		56,000
526200	Ads & Legal Notices		500		0		500
526310	Printing Services		500		0		500
526420	Postage		300		0		300
529500	Meetings		300		0		300
METRO CENTRAL ENHANCEMENT ACCOUNT							
524190	Misc. Professional Services		330,000		0		330,000
526200	Ads & Legal Notices		500		0		500
526310	Printing Services		560		0		560
526420	Postage		500		0		500
529500	Meetings		500		0		500
FOREST GROVE ACCOUNT							
528100	License, Permits, Payments to Other Agencies		31,030		0		31,030
OREGON CITY ACCOUNT							
528100	License, Permits, Payments to Other Agencies		178,368		0		178,368
Total Materials & Services			686,918		85,000		771,918
Total Interfund Transfers			39,048		0		39,048
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		419,533		(85,000)		334,533
599990	Unappropriated Balance		1,698,702		0		1,698,702
Total Contingency and Unappropriated Balance			2,118,235		(85,000)		2,033,235
TOTAL EXPENDITURES			2,844,201		0		2,844,201

Exhibit B
FY 1993-94 Schedule of Appropriations
Ordinance No. 94-536

	<u>Current</u> <u>Appropriation</u>	<u>Revision</u>	<u>Proposed</u> <u>Appropriation</u>
REHABILITATION & ENHANCEMENT FUND			
North Portland Enhancement Account			
Materials & Services	87,860	85,000	172,860
Subtotal	87,860	85,000	172,860
Composter Enhancement Account			
Materials & Services	57,600	0	57,600
Subtotal	57,600	0	57,600
Metro Central Enhancement Account			
Materials & Services	332,060	0	332,060
Subtotal	332,060	0	332,060
Forest Grove Account			
Materials & Services	31,030	0	31,030
Subtotal	31,030	0	31,030
Oregon City Account			
Materials & Services	178,368	0	178,368
Subtotal	178,368	0	178,368
General Expenses			
Interfund Transfers	39,048	0	39,048
Contingency	419,533	(85,000)	334,533
Subtotal	458,581	(85,000)	373,581
Unappropriated Balance	1,698,702	0	1,698,702
Total Fund Requirements	2,844,201	0	2,844,201

All Other Appropriations Remain As Previously Adopted

Meeting Date: March 10, 1994
Agenda Item No. 5.4

ORDINANCE NO. 94-538

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-538 AMENDING METRO CODE CHAPTER 2.06.030(b) AND 2.06.030(b)(1); AND DECLARING AN EMERGENCY

Date: March 2, 1994

Presented by: Howard Hansen

FACTUAL BACKGROUND AND ANALYSIS

Metro Code, Section 2.06, contains investment policies which apply to all cash-related assets held directly by Metro.

Major objectives of the policy are safety, liquidity, yield, and legality, with safety of capital and availability of funds as the overriding objectives.

The Executive Officer is the Investment Officer, who designates staff to manage the day-to-day operations of the portfolio.

A three member Investment Advisory Board (IAB) is established by Code Section 2.06.030(b). They meet at least quarterly to serve as a forum for discussion and act in an advisory capacity.

The IAB members are busy and active members of the community, and therefore, not always available to discuss the quarterly report in a timely manner. In order to resolve this dilemma, and broaden the base of input, it is recommended that the board be increased to five members.

Metro Code Section 2.06.030(b)(1) will also be amended to accommodate the increase in membership and stagger terms accordingly.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends amendment of Metro Code 2.06.030(b) and 2.06.030(b)(1) by Ordinance No. 94-538.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING METRO CODE)
2.06.030(b) AND 2.06.030(b)(1); AND)
DECLARING AN EMERGENCY)
)

ORDINANCE NO. 94-538

Introduced by Rena Cusma,
Executive Officer

WHEREAS, The Metro Code, Section 2.06, contains the investment policy which applies to all cash-related assets held directly by Metro; and

WHEREAS, The Metro Code, Section 2.06.030(b) establishes an Investment Advisory Board to be composed of three members; and

WHEREAS, The Metro Code, Section 2.06.030(b)(1) establishes a staggered term of office; and

WHEREAS, Additional expertise can be obtained by increasing the membership to five; now, therefore,

THE METRO COUNCIL HEREBY ORDAINS:

1. That Metro Code Section 2.06.030(b) and 2.06.030(b)(1) be amended as shown in Exhibit A.

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 _____, 1994.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

Exhibit A

Metro Code 2.06.030 amendment

2.06.030 Responsibility:

(a) Investment Officer: The Executive Officer is the Investment Officer of the District. The authority for investing Metro funds is vested with the Investment Officer, who, in turn, may designate staff to manage the day-to-day operations of Metro's investment portfolio, place purchase orders and sell orders with dealers and financial institutions, and prepare reports as required.

(b) Investment Advisory Board (IAB): There shall be an Investment Advisory Board composed of ~~three~~ five members.

- (1) Terms of Service: The term of service for citizens appointed to the IAB shall be three calendar years. The term of appointment shall be staggered so that ~~only one members' term expires~~ not more than two members' terms expire in any calendar year.
- (2) Appointment: The Investment Officer shall recommend to the Council for confirmation, the names of persons for appointment to the Investment Advisory Board.
- (3) Duties: The IAB shall meet at least quarterly. The IAB will serve as a forum for discussion and act in an advisory capacity for investment strategies, banking relationships, the legality and probity of investment activities and the establishment of written procedures for the investment operations.

(c) Quarterly Reports: At each quarterly meeting, the IAB shall review investment reports submitted by the Investment Officer reflecting investment activity for each of the immediately preceding three months. Acceptance of the report must be by at least two members of the IAB. Should the reports not be accepted, the reports shall be revised accordingly by the Investment officer and resubmitted to the IAB at its next regularly scheduled meeting or sooner if requested.

Meeting Date: March 10, 1994
Agenda Item No. 6.1

ORDINANCE NO. 94-531

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO.94-531, FOR THE PURPOSE OF AMENDING METRO CODE CHAPTER 5.02 TO ADJUST DISPOSAL FEES CHARGED AT METRO SOLID WASTE FACILITIES, PROVIDE FOR SPECIAL EXEMPTIONS FROM FEES AND ESTABLISH COVERED LOAD REBATES

Date: March 2, 1994

Presented by: Councilor McLain

Committee Recommendation: At the March 1 meeting, the Committee voted 5-0 to recommend Council adoption of Ordinance No. 94-531. Voting in favor: Councilors Hansen, McFarland, McLain, Monroe and Wyers. Councilor Buchanan was absent.

Committee Issues/Discussion: Roosevelt Carter, Budget and Finance Manager, and Sam Chandler, Operations Manager, explained the primary provisions of the ordinance. These include: 1) changes in the component rates that makeup to overall disposal rate which would remain at \$75/ton for the third consecutive year, 2) changing the process for collecting fees on uncovered self-haul loads that pay the minimum disposal fee, 3) authorizing the collection of fees for the disposal of conditionally-exempt generator (CEG) hazardous waste, and 4) creating a process for granting fee waivers to local governments and non-profit organizations for disposal of certain wastes.

Carter explained that the Regional User Fee would decline from the current \$19/ton to \$17.50/ton. The principal cause of this reduction is the shifting of renewal and replacement and certain other capital costs from the Regional User Fee to the Metro User Fee. The Metro User would increase from \$7 to \$9.50/ton. (This increase exceeds the size of the decrease in the Regional User Fee because the Metro User Fee applies to a smaller amount of tonnage) The Transfer Fee would be reduced from \$9/ton to \$7.20/ton largely due to an increase in tonnages at Metro facilities. Finally, the disposal fee for transportation and final disposal would increase from \$38.25/ton to \$39.25/ton due to the inflation escalators in the Jack Gray and Columbia Ridge contracts. Due to legislative action, DEQ fees will decline from \$1.25 to \$1.05/ton.

Carter noted that the rate calculations were based on forecasted tonnage estimates of 708,000 tons at Metro facilities and total tonnages of 1,076,000. More recent forecasts indicate that Metro facility tonnages may be 742,000 and total tonnages about 1,088,000 tons. Carter commented that if tonnages did exceed the budget estimates there would be additional disposal costs taken from contingency and the additional revenue would be placed in the unappropriated balance.

Chandler explained the intent of the changes in fee collection procedures for uncovered self-haul loads. He noted that currently gatehouse personnel can get into a dispute with customers at the

in-bound scale concerning whether a load is covered or not. Uncovered loads must pay a surcharge of \$25 to \$100. Such disputes are time consuming and delay processing of in-bound traffic.

The new policy would increase the minimum fee from \$19 to \$25/ton, but would provide for a 25% rebate for covered loads. This transaction would occur at the less-congested out-bound scales. Chandler contended that such a process would speed up transaction times and that receipt of a rebate would be a much more effective way to encourage covered loads.

Chandler explained that many small businesses generate small quantities of hazardous wastes for which they must find disposal options. These small generators are "conditionally-exempt" from most federal regulations requiring that costly disposal methods be used. These wastes are generally of the same types as normal household hazardous waste. Historically, Metro HHW facilities have not accepted CEG wastes because of EPA requirements that they be segregated from HHW. Because this requirement has recently been removed, Chandler indicated the department is proposing that CEG waste be accepted on an appointment basis. This ordinance would authorize the collection of CEG disposal fees that would equal Metro's disposal costs. The estimated cost and revenue from the program is \$632,000 which is included in the proposed budget.

Chandler reviewed the proposed process for granting limited fee exemptions for local governments and non-profit organizations. Qualified applicants could apply and a waiver be used by the department director. All such waivers would be submitted to Council for review, and if the Council determined to review the waiver, it could not be issued without Council approval.

Chandler noted it was the intent of the waiver to allow for a fee exemption in cases such as local cleanup events for which the sponsoring agency would otherwise have to pay for the disposal of the collected material. The maximum fee exemption would be \$5,000/year. In response to a question from Councilor McLain, Bob Martin indicated that he had received about three requests for a fee waiver in the last year.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING	)	ORDINANCE NO. 94-531
METRO CODE CHAPTER 5.02 TO ADJUST)	
DISPOSAL FEES CHARGED AT METRO	)	Introduced by Rena Cusma,
SOLID WASTE FACILITIES, PROVIDE	)	Executive Officer
FOR SPECIAL EXEMPTIONS FROM FEES)	
AND ESTABLISH COVERED LOAD)	
REBATES)	

WHEREAS, As part of Metro's process to establish a budget for the 1994-95 fiscal year, it is necessary to adjust the components of the disposal fee charged at Metro solid waste facilities; and

WHEREAS, It was appropriate to make certain form and style amendments to Metro Code Chapter 5.02, as part of the rate component update; and

WHEREAS, The amendment made to Code Section 5.02.025(b) (Section 3 of this Ordinance) addresses difficulties with Metro's current policy of assessing a \$25 surcharge against cash account customers (self-haulers) who deliver uncovered loads of waste to Metro disposal facilities; and

WHEREAS, The existing policy has resulted in arguments between self-haulers and scalehouse personnel over imposition of the surcharge; and

WHEREAS, It is believed that establishment of a rebate to self-haulers for delivering covered loads of waste rather than a penalty for delivering uncovered loads will result in fewer arguments and is a better way to encourage self-haulers to secure their loads; and

WHEREAS, The volume of household hazardous waste from non-household sources (such as thrifts, recycling depots, inter-agency activities, orphan waste, and illegal disposal cleanup, the generation of which causes these wastes to be classified as Conditionally Exempt Generator (CEG) wastes) is expected to increase substantially due to the operation of the new Household Hazardous Waste Facility located in Northwest Portland; and

WHEREAS, The volume of CEG waste from business entities not currently served by private commercial disposal systems is expected to increase substantially due to the new Metro/Department of Environmental Quality CEG pilot program; and

WHEREAS, The pilot program will likely result in the establishment of a permanent Metro service for this specific waste stream for which no commercial or private system service exists; and

WHEREAS, The existing special waste surcharge does not cover actual disposal costs or include applicable excise taxes; and

WHEREAS, An amendment to Code Section 5.02.065 (Section 8 of this Ordinance) would allow Metro to collect from generators the actual cost of disposal of CEG wastes; and

WHEREAS, Local jurisdictions, public agencies, and nonprofit entities are sometimes responsible for unexpected disposal costs due to illegal dumping on their properties; and

WHEREAS, Paying disposal fees may take from other much needed services benefiting the public; and

WHEREAS, Such amounts are generally small and not such that system funding would be compromised if Metro disposal fees were waived; and

WHEREAS, A new Section 5.02.075 (Section 9 of this Ordinance) allows waiver of fees if certain findings are made; and

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

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Metro Code Section 5.02.010 is amended to read:

5.02.010 Purpose: The purpose of this chapter is to establish base-solid waste disposal rates, and charges and credit policy for the Metro South Station, and Metro Central Station, and the MSW Compost Facility, solid waste user fees, a regional transfer charge, an out-of-state surcharge and enhancement fees, and to establish a credit policy at Metro disposal facilities.

Section 2. Metro Code Section 5.02.015 is amended to read:

5.02.015 Definitions: As used in this chapter, unless the context requires otherwise:

(a) "Acceptable Special Wastes" means those special wastes which are approved for disposal at Metro South or Metro Central by the Metro Solid Waste Department in the form of a special waste permit. "Unacceptable Waste," as defined in this section, is expressly excluded.

(b) "Cash Account Customer" means ~~those persons~~ a person who pays cash for disposal of solid waste at Metro South Station, ~~or Metro Central Station, or the MSW Compost Facility.~~

(c) "Credit Account Customer" means ~~those persons~~ a person who pays for disposal of solid waste through a charge account at Metro South Station, ~~or Metro Central Station, or the MSW Compost Facility.~~

(d) "Disposal Fee" means those fees which pay the direct unit costs of transportation and disposal of general purpose solid waste. Major cost components are: The long haul transport contract and the Oregon Waste Systems, Inc. disposal contract.

(e) "Enhancement Fees" means those fees collected in addition to general disposal rates that are used to pay for rehabilitation and enhancement projects in the areas immediately surrounding landfills and other solid waste facilities.

(f) "Household Hazardous Waste" means any discarded, useless or unwanted chemical, material substance or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households which may include, but is not limited to, some cleaners, solvents, pesticides, and automotive and paint products.

(g) "Limited Purpose Solid Waste" means construction, demolition, process residue, land clearing waste and non-hazardous industrial dust.

(h) "Metro Central Station" is ~~that~~ the Metro solid waste transfer and recycling station located at 6161 N.W. 61st Avenue, Portland, Oregon, 97210.

(i) "Metro Disposal System" means Metro South Station, Metro Central Station, ~~MSW Compost Facility~~, Columbia Ridge Landfill and such other facilities, or contracts for service with Metro which transfer or cause solid waste to be disposed at the Columbia Ridge Landfill or other disposal facility.

~~(j) "MSW Compost Facility" is that solid waste mass compost facility located at 5611 N.E. Columbia Boulevard, Portland, Oregon, 97232.~~

~~(k)~~ (j) "Metro South Station" is ~~that~~ the solid waste transfer station owned and operated by Metro and located at 2001 Washington, Oregon City, Oregon 97045.

~~(k)~~ (k) "Metro User Fee ~~(Tier Two)~~" means those fees which pay for fixed costs of the Metro Disposal System. This fee is imposed upon all solid waste delivered to any Metro Disposal System facility which delivery will affect Metro's reserved space capacity at the Columbia Ridge Landfill. Fixed costs of the Oregon Waste Systems disposal contract, the

long haul transport contract, debt service and capital items directly related to the facilities are paid through this fee.

~~(m)~~(l) "Metro Waste Management System" means all associated Metro solid waste services related to management of the whole recycling, processing and disposal system, including administrative, planning, financial, engineering and waste reduction activities.

~~(n)~~(m) "Person" means any individual, partnership, association, corporation, trust, firm, estate, joint venture or any other private entity or any public agency.

~~(o)~~(n) "Regional Transfer Charge" means those fees which pay the direct unit operating costs of the Metro transfer stations ~~and compost facility~~. This fee is imposed upon all solid waste delivered to Metro Disposal System facilities.

~~(p)~~(o) "Regional User Fee ~~(Tier One)~~" means those fees which pay for fixed costs associated with administrative, financial and engineering services and waste reduction activities of the Metro Waste Management System. Contingency fees on all costs and general transfers of solid waste funds to other Metro departments for direct services are included in this fee. This fee is collected on all solid waste originating or disposed ~~of~~ within the region.

~~(q)~~(p) "Special Loads" mean all loads of Household Hazardous Waste that are 35 gallons or more in the aggregate or loads that contain any acutely hazardous waste.

~~(r)~~ "St. Johns Landfill" is that landfill owned and managed by Metro and located at 9363 N. Columbia Boulevard, Portland, Oregon 97203, which is closed to all commercial activities and is now undergoing active closure.

~~(s)~~(q) "Solid Waste" means all putrescible and nonputrescible wastes, including garbage, rubbish, refuse, paper and cardboard, commercial, industrial, demolition and construction waste, home and industrial appliances.

~~(t)~~(r) "Source Separated Yard Debris" means twigs, branches, grass clippings, leaves, and tree limbs in a form appropriate for mechanical processing for reuse or sale. Source separated yard debris does not include yard or construction debris that is not appropriate for mechanical processing for reuse or sale or that has unacceptable types or amounts of contaminants mixed with it. The operator or person in charge of accepting this waste shall make the final determination of what is source separated yard debris based on the capability of available machinery to process it. The Director of Solid Waste may establish guidelines for determining what is source separated yard debris within the meaning of this chapter.

~~(u)~~(s) "Special Waste" means any waste (even though it may be part of a delivered load of waste) which is:

- (1) Containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in 3 through 9 and 11 of this definition below; or
- (2) Waste transported in a bulk tanker; or
- (3) Liquid waste including outdated, off spec liquid food waste or liquids of any type when the quantity and the load would fail the paint filter liquid (Method 9095, SW-846) test or is 25 gallons of free liquid per load, whichever is more restrictive.
- (4) Containers (or drums) which once held commercial products or chemicals are included unless the container is empty. A container is empty when:
 - (A) All wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container, e.g., pouring, pumping, crushing, or aspirating.
 - (B) The ends have been removed (for containers in excess of 25 gallons); and
 - (C) No more than one inch thick (2.54 centimeters) of residue remains on the bottom of the container or inner liner; or
 - (D) No more than 1 percent by weight of the total capacity of the container remains in the container (for containers up to 110 gallons); or
 - (E) No more than 0.3% by weight of the total capacity of the container remains in the container for containers larger than 110 gallons.

Containers which once held acutely hazardous wastes must be triple rinsed with an appropriate solvent or cleaned by an equivalent alternative method. Containers which once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed with an appropriate solvent or cleaned by an equivalent method. Plastic containers larger than five (5) gallons that hold any regulated waste must be cut in half

or punctured, dry and free of contamination to be accepted as refuse; or

- (5) Sludge waste from septic tanks, food service, grease traps, wastewater from commercial laundries, laundromats or car washes; or
- (6) Waste from an industrial process; or
- (7) Waste from a pollution control process; or
- (8) Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in 1 through 7 or 9 of this definition; or
- (9) Soil, water, residue, debris, or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in 1 through 8 of this definition; or
- (10) Chemical containing equipment removed from service (for example - filters, oil filters, cathode ray tubes, lab equipment, acetylene tanks, CFC tanks, refrigeration units, or any other chemical containing equipment); or
- (11) Waste in waste containers that are marked with a National Fire Protection Association identification label that has a hazard rating of 2, 3, or 4 but not empty containers so marked; or
- (12) Any waste that requires extraordinary management.

Examples of special wastes are: chemicals, liquids, sludge and dust from commercial and industrial operations; municipal waste water treatment plant grits, screenings and sludge; contaminated soils; tannery wastes, empty pesticide containers, and dead animals or by-products.

~~(v)~~(t) "Total Fees" means the total per transaction of all tip and special fees.

~~(w)~~(u) "Unacceptable Waste" means ~~any and all~~ waste that is either:

- (1) ~~Waste which is prohibited~~ Prohibited from disposal at a sanitary landfill by state or federal law, regulation, rule, code, permit or permit condition; or
- (2) A hazardous waste; or

- (3) Special waste without an approved special waste permit; or
- (4) Infectious Medical Waste.

Section 3. Metro Code Section 5.02.025 is amended to read:

5.02.025 Disposal Charges at Metro South Station, Metro Central Station and the MSW Compost Facility and the Metro Household Hazardous Waste Facilities:

(a) Total fees for disposal by credit account customers shall be \$75.00 (Seventy-five dollars) per ton of solid waste delivered for disposal at the Metro South Station, or Metro Central Station and the MSW Compost Facility.

(b) Total fees for disposal by cash account customers shall be \$100.00 per ton of solid waste delivered for disposal at Metro South Station or Metro Central Station. A cash account customer delivering a load of waste such that no portion of the waste is visible to Metro scalehouse personnel (unless the waste is only visible through a secure covering), shall receive a 25 percent rebate.

(b)(c) The total disposal fees specified in subsection (a) and (b) of this section include:

- (1) A disposal fee of \$39.25 per ton;
- (2) A regional transfer charge of \$7.20 per ton;
- (3) The user fees specified in Section 5.02.045;
- (4) An enhancement fee of \$.50 per ton is established to be charged at the Metro South Station, Metro Central Station and the MSW Compost Facility; and
- (5) DEQ fees totaling \$1.05 per ton.

(e)(d) Notwithstanding the provisions of Sections 5.02.025 (a) and (b), persons subsection (b) of this section, cash account customers using Metro South Station or Metro Central Station, other than Credit Account Customers, who have separated and included in their loads at least one half cubic yard of recyclable material (as defined in ORS 459.005) shall receive a \$3.00 credit toward their disposal charge if their load is transported inside a passenger car or in a pickup truck not greater than a 3/4 ton capacity. The foregoing recyclable material credit shall not apply at Metro Central Station or the MSW Compost Facility.

~~(d) The disposal fee and enhancement fee established by this section shall be in addition to other fees, charges and surcharges established pursuant to this chapter.~~

~~(e) The following table summarizes the disposal charges to be collected by the Metropolitan Service District from all persons disposing of solid waste at the Metro South Station, Metro Central Station and the MSW Compost Facility. The minimum charge shall be \$19.00 for all credit account vehicles and shall be \$19.00\$25.00 for all cash account vehicles. The minimum charge shall be adjusted by the covered load rebate as specified in subsection (b) of this section, and may also be reduced by application of the recycling credit provided in subsection (d) of this section. If both the rebate and the recycling credit are applicable, the rebate shall be calculated first.~~

(f) Total fees assessed at Metro facilities shall be rounded to the nearest whole dollar amount (a \$.50 charge shall be rounded up) for all cash account customers.

(g) A fee of \$5.00 is established to be charged at the Metro Household Hazardous Waste facilities for each load of Household Hazardous Waste.

(h) A fee of \$10.00 is established at the Metro Household Hazardous Waste facilities for special loads.

~~(i) The following table summarizes the disposal charges to be collected by Metro from all persons disposing of solid waste at Metro South Station and Metro Central Station:~~

METRO SOUTH STATION
METRO CENTRAL STATION
MSW-COMPOST FACILITY

Fee Component	\$/Ton	Tonnage Rate
Disposal Fee		\$38.2539.25
Regional User Fee (Tier One)		\$19.0017.50
Metro User Fee (Tier Two)		7.009.50
Regional Transfer Charge		9.007.20
Total Rate		\$73.2573.45
Additional Fees		
Enhancement Fee		\$.50
DEQ Fees		1.05
Total Disposal Fee:		\$75.00

Minimum Charge per Vehicle

Per Charge Account Vehicle	\$19.00
Per Cash Account Vehicle (subject to possible covered load rebate and recycling credit)	25.00

Tires	Type of Tire	Per Unit
	Car tires off rim	\$1.00
	Car tires on rim	\$3.00
	Truck tires off rim	\$5.00
	Truck tires on rim	\$8.00
	Any tire 21 inches or larger diameter off or on rim	\$12.00

~~* Total Rate does not include state imposed fees which are currently \$1.10 DEQ Promotion Program Fee and \$.15 DEQ Orphan Site Program Fee and enhancement fees currently \$.50 per ton or taxes other than excise taxes. The actual fees collected after addition of all taxes and fees shall be rounded up to the closest \$.50.~~

Section 4. Metro Code Section 5.02.045 is amended to read:

5.02.035 Litter Control Surcharge: A surcharge of \$100.00 per load shall be levied against a ~~person-Metro credit account customer~~ who disposes of waste at a Metro-operated solid waste disposal facility, transfer station, recycling center or compost facility, if when entering the facility any portion of the waste is visible to Metro scalehouse personnel, unless the waste is only visible through a secure covering. The surcharge shall be ~~One Hundred (\$100.00) Dollars for a load delivered by a vehicle greater than three quarter ton capacity, and \$25.00 (Twenty five Dollars) for a load delivered by a vehicle of three quarter ton capacity or less, and shall be collected in the same manner as other disposal fees are collected at the facility.~~

Section 5. Metro Code Section 5.02.040 is repealed.

Section 6. Metro Code Section 5.02.045 is amended to read:

5.02.045 User Fees:

The following user fees ~~are established and shall be collected and paid to Metro by the operators of solid waste disposal facilities, whether within or without~~ outside of the boundaries of Metro, for the disposal of solid waste generated, originating, collected or disposed of within Metro boundaries, in accordance with Metro Code Section 5.01.150:

(a) Regional User Fee (Tier One):

For compacted or noncompacted solid waste, ~~\$19.00~~ \$17.50 per ton delivered.

(b) Metro User Fee (Tier Two):

~~\$7.00~~ \$9.50 per ton for all solid waste delivered to Metro-owned or operated facilities.

(c) Inert material, including but not limited to earth, sand, stone, crushed stone, crushed concrete, broken asphaltic concrete and wood chips used at the St. Johns Landfill for cover, diking, road base or other internal use shall be exempt from the above user fees.

(d) User fees shall not apply to wastes received at franchised processing centers that accomplish materials recovery and recycling as a primary operation.

(e) Notwithstanding the provisions of (a) and (b) above, Metro User Fees may be assessed as may be appropriate for solid waste which is the subject of a Non-System License under Chapter 5.05 of the Metro Code.

Section 7. Metro Code Section 5.02.050 is repealed.

Section 8. Metro Code Section 5.02.065 is amended to read:

5.02.065 Special Waste Surcharge and Special Waste Permit Application Fees: Conditionally Exempt Generator Waste:

(a) Special Waste.

- ~~(1)~~ (1) ~~There is hereby established a~~ Special Waste Surcharge and a Special Waste Permit Application Fee which shall be collected on all special wastes disposed of at Metro facilities and on all Special Waste Permit Applications. ~~Said~~ The surcharge and fee shall be in addition to any other charge or fee established by this chapter. The purpose of the surcharge and permit application fee is to require disposers of special waste to pay the cost of these services which are provided by the Metro Solid Waste Department to manage special wastes. The ~~said~~ surcharge and fee shall be applied to all acceptable special wastes, as defined in Metro Code Section 5.02.015, with the exception of CFC tanks and refrigeration units.
- ~~(b)(2)~~ (2) ~~The amount of~~ The Special Waste Surcharge collected shall be \$4.00 per ton of special waste delivered.
- ~~(c)(3)~~ (3) ~~The amount of~~ The Special Waste Permit Application Fee shall be \$25.00. This fee shall be collected at the time Special Waste Permit Applications are received for processing.
- ~~(d)(4)~~ (4) Lab or testing costs which are incurred by Metro for evaluation of a particular waste may be charged to the disposer of that waste.
- ~~(e)(5)~~ (5) The amount charged for residential refrigeration units and CFC containing tanks shall be \$15.00.
- ~~(f)(6)~~ (6) The amount charged for commercial refrigeration units shall be \$20.00.
- ~~(g)(7)~~ (7) Refrigeration units that can be certified as free of CFC chemical content shall be considered a recyclable and therefore exempt from any fee.

(b) Conditionally exempt generator (CEG) waste. The amount charged for acceptance of CEG waste and for household hazardous waste from non-household sources

shall be the actual disposal costs of such waste calculated from the current Metro contractor price schedules, Metro and/or contractor labor costs, and all applicable excise taxes.

Section 9. The following Section 5.02.075 is added to and made part of Metro Code Chapter 5.02:

5.02.075 Special Exemption From Disposal Fees

(a) The Solid Waste Director may issue a special exemption permit to a public agency, local government or qualified non-profit entity, waiving fees for disposal of solid waste generated within the Metro region, by making the following findings:

- (1) Total aggregate disposal fees to be waived for the entity requesting waiver does not exceed \$5,000 per Metro fiscal year;
- (2) The waiver of fees will address or remedy a hardship suffered by the applicant, or the public interest will be served by waiver of the disposal fees;
- (3) The waste in question is acceptable for disposal at a Metro facility;
- (4) The amount of the waiver is covered by budgeted funds; and
- (5) If the applicant for a special exemption permit is a nonprofit entity, such entity is qualified as specified in Code Section 5.07.030(a),(b),(c),(d), and (j).

(b) The Solid Waste Director shall notify the Council 14 days in advance of the date of issuance of an exemption permit under this section by filing a written report of the proposed action, including required findings, with the Clerk of the Council. If the Council notifies the Director within the 14-day period of its intent to review the proposed waiver, the Director shall not issue the permit unless so authorized by the Council.

ADOPTED by the Metro Council this ____ day of _____, 199__.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

ds 1153

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-531, FOR THE PURPOSE OF AMENDING METRO CODE CHAPTER 5.02, TO ADJUST DISPOSAL FEES CHARGED AT METRO SOLID WASTE FACILITIES, PROVIDE FOR SPECIAL EXEMPTIONS FROM FEES AND ESTABLISH COVERED LOAD REBATES

Date: February 24, 1994

Presented by: Roosevelt Carter

FACTUAL BACKGROUND AND ANALYSIS

Ordinance No. 94-531 proposes that the System Disposal rate charged at Metro facilities remain at \$75.00 per ton for FY 1994-95, that the fee categories compiling the total rate be changed to reflect estimated costs contained in the FY 1994-95 Proposed Budget and that the fees collected for the Department of Environmental Quality(DEQ) reflect actual charges. Additionally, this ordinance:

- deletes all references to the MSW Compost facility;
- inserts provisions that encourage customers to cover their loads to minimize roadside litter;
- inserts a provision that includes "conditionally exempt generators and other wastes" under the Special Waste Surcharge; and Special Waste Permit Application Fees section of the Chapter and provides for collection of applicable excise taxes; and
- provides that Metro fees for disposal of solid waste generated by a public agency, local government or qualified non-profit entity may be waived with the issuance of a special exemption permit.

System Disposal Rates

Metro increased it's System Disposal rates to \$75.00 per ton on July 1, 1992. There has not been an increase or other change in disposal rates since then. The proposed total system disposal rate remains \$75.00 per ton, however, the fee components' per ton rates change to reflect: (1) the most recent tonnage estimates; and (2) reallocation of some costs between the components. The preliminary FY 1994-95 tonnage forecast estimates 1,076,000 region wide tons including 707,800 Metro tons. Renewal and Replacement Account contributions and capital expenses related to the transfer stations have been reallocated to the Metro User Fee category from the Regional User Fee category on the recommendation of Black & Veatch, consultants who were contracted to analyze and report on Metro's rate setting practices last fiscal year. Cost estimates used to calculate the proposed rates are those contained in the FY 1994-95 Proposed Budget. As proposed, these rates will produce total revenues of \$54,557,000.

(Attachment "A" to this staff report is a Rate Analysis for FY 1994-95)

(The Rate Review Committee's, February 9, 1994, report to the Council Solid Waste Committee compares current rates to Proposed FY 1994-95 rates.)

Incentive to Minimize Roadside Litter

Approximately 75 % of cash customers arrive at Metro transfer stations with uncovered loads that create litter on the highways and streets surrounding these facilities. Existing Code language imposes either a \$25.00 or \$100.00 per load surcharge, depending on vehicle capacity, for uncovered loads arriving at the transfer stations. This surcharge is often impossible to collect and results in arguments between cash customers and Metro scalehouse personnel.

This proposed amendment provides that "cash account customers" using Metro South or Metro Central Stations pay a rate of \$100.00 per ton for material delivered. "Cash account customers" who arrive with their load covered with tight fitting tarps will receive a rebate of 25 % off the tip fee. This change in policy provides an incentive to properly cover loads rather than the current disincentive for uncovered loads. The surcharge for "credit account customers" remains unchanged.

The budget impact of this change is expected to be minimal.

Conditionally Exempt Generators and Other Wastes

The volume of household hazardous waste from non-household sources and the volume of Conditionally Exempt Generator (CEG) waste are expected to increase substantially during FY 1994-95. Non-household sources include such agencies as Goodwill Industries and the Salvation Army, recycling depots, intra-agency (Metro-Washington Park Zoo, Metro regional parks, etc.), and inter-agency activities, orphan waste and illegal disposal cleanup. Metro Hazardous Waste Technicians now pick up hazardous materials either inadvertently left or illegally dumped by the public at facilities such as those noted on an on-call basis.

The volume of CEG waste from business entities not currently served by private commercial disposals is expected to increase due to the Metro/Department of Environmental Quality (DEQ) CEG pilot program. The DEQ estimates that there are at least 2,000 Conditionally Exempt Generators in the region and possibly as many as 7,000. The experience of other communities and other similar CEG pilot programs indicate that about 85 % of known generators participate in the program generating an average of 500 pounds (62 gallons) of such waste each year. A conservative cost estimate for handling this waste next year is \$632,000. (2,000 X .85 X 62 X \$6.00.) (The average cost of disposal is \$6.00 per gallon.)

Provisions of this amendment will establish charges for household hazardous waste from non-household sources and Conditionally Exempt Generator (CEG) waste based on the actual disposal costs of such waste.

Public Agency, Local Government or Qualified Non-Profit Entity Waiver

From time-to-time, Metro receives requests from local jurisdictions, other public agencies and not-for-profit entities to waive or reduce disposal charges for illegal dumping on their property or for volunteer cleanup projects they have undertaken. Due to the nature of illegal dumping, these entities may have to divert funds from other needed services that benefit the public in order to pay unexpected disposal costs.

Provisions of this amendment would authorize the Solid Waste Director, on a case-by-case basis, to waive fees for disposal of solid waste generated by a public agency, local government or qualified not-for-profit entity within the Metro region if the following criteria are met:

- (1) Total aggregate disposal fees to be waived for the entity requesting waiver does not exceed \$5,000 per Metro fiscal year;
- (2) The waiver of fees will address or remedy a hardship suffered by the applicant, or the public interest will be served by waiver of the disposal fees;
- (3) The waste in question is acceptable for disposal at a Metro facility;
- (4) The amount of the waiver is covered by budgeted funds; and
- (5) If the applicant for a special exemption permit is a non-profit entity, and is qualified as specified in Code Section 5.07.030(a), (b), (c), (d), and (j).

The proposed Ordinance provides that the Solid Waste Director shall notify the Council 14 days in advance of the date of issuing an exemption permit under section 5.02.075 by filing a written report of the proposed action, including required findings, with the Clerk of the Council. If the Council notifies the Director within the 14-day period of its intent to review the proposed waiver, the Director shall not issue the permit unless so authorized by the Council.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends Ordinance No. 94-531 be adopted.

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ATTACHMENT A

RATE ANALYSIS
FY 94-95

DESCRIPTION	Regional User Fee	Metro User Fee	Regional Transfer	Disposal / Transport	Total Allocated	Rate Allocation
Administration, Budget, Planning						
Waste Reduction, Recycling & Inf.	6,330,300				6,330,300	5.88
Transfers	3,147,092				3,147,092	2.92
Contingency	640,000	0	0	0	640,000	0.59
Capital	494,670	167,000			661,670	0.70
Debt Service	269,420	2,744,869			3,014,289	4.12
Renewal & Replacement		587,065			587,065	0.83
St Johns Closure Account	1,685,000				1,685,000	1.57
Total	12,566,482	3,498,934	0	0	16,065,416	16.61
OPERATIONS						
Management Services						
Personal Services	228,483				228,483	0.21
Materials & Services	475,120				475,120	0.44
Total	703,603	0	0	0	703,603	0.65
Scale House Services						
Personal Services		767,806			767,806	1.08
Materials & Services		226,584			226,584	0.32
Total	0	994,390	0	0	994,390	1.40
Environmental Services						
Personal Services	1,366,346				1,366,346	1.27
Materials & Services	1,064,204				1,064,204	0.99
Total	2,430,550	0	0	0	2,430,550	2.26
Disposal Services						
Materials & Services				614,900	614,900	0.87
Station Operation			5,348,482		5,348,482	7.56
Disposal /Transportation Fees	1,893,400	2,632,350		26,492,443	31,018,193	42.91
Recycling - Avoided Costs	1,422,781			0	1,422,781	1.32
Total	3,316,181	2,632,350	5,348,482	27,107,343	38,404,356	52.66
Recycling Credit	352,921				352,921	0.33
TOTAL EXPENSES/RATE	19,369,737	7,125,674	5,348,482	27,107,343	58,951,236	73.91
LESS REVENUE : Interest, etc	(\$1,830,734)	(\$831,241)	(\$589,486)	(\$1,142,451)	(\$4,393,912)	(\$5.32)
TOTAL NET RATE	\$17,539,003	\$6,294,433	\$4,758,996	\$25,964,892	\$54,557,324	68.59
TONNAGE	1,076,434	707,806	707,806	707,806		
Base Rate	\$16.29	\$8.89	\$6.72	\$36.69		\$68.59
Excise Tax (rate 7%)	\$1.14	\$0.62	\$0.47	\$2.57		4.80
Base Rate + Excise Tax	17.43	9.51	7.19	39.26		73.39
Base Rate + Excise Tax (Rounded)	17.50	9.50	7.20	39.25		73.45
DEQ Fees						1.05
Rehab. & Enhancement Fee						0.50
TOTAL RATE/ Per Ton						\$75.00



METRO

DATE: February 9, 1994

TO: Metro Council Solid Waste Committee

FROM: Rate Review Committee

RE: FY 94-95 Solid Waste Disposal Rate Report

The Rate Review Committee is required to make an annual recommendation of the Solid Waste Disposal Rate to the Metro Council Solid Waste Committee. The Rate Review Committee recommends the following rate and rate policy changes for FY 94-95:

1. Solid Waste Disposal Rate

A maximum total charge of \$75 per ton for disposal of mixed solid waste at Metro South and Metro Central Stations. The table below summarizes the fee components of the total disposal charge. Attachment A shows a comparison of the fee components between the 1993-94 Rate and the 1994-95 Rate.

Fee Component	Tonnage Rate \$/Ton
Regional User Fee	\$17.50
Metro User Fee	9.50
Regional Transfer Charge	7.20
Disposal Fee	39.25
DEQ Fees	0.92
DEQ Orphan Site Program	0.13
Rehabilitation and Enhancement Fee	0.50
Total Rate:	\$75.00

2. Rate Policy Changes

A. Rate Methodology Cost Allocation

- 1) Assign the costs of Renewal and Replacement Account contributions to the Metro User Fee component. Previously these costs were included as part of the Regional User Fee component. This change was recommended by the Black & Veatch rate report in June 1993.**
- 2) Assign the costs for capital expenses related to the transfer stations to the Metro User Fee component. Previously these costs were included as part of the Regional User Fee component. This change follows the rate setting philosophy of Black & Veatch.**

B. Rate Stabilization Account

The Rate Review Committee supports the establishment of a Rate Stabilization Account within the Solid Waste Revenue Fund to act as a cushion to smooth out the variations of revenue requirements from year to year.

ATTACHMENT A

Comparison of Rates for FY 93-94 and FY 94-95

Fee Component	Tonnage Rate \$/Ton FY 93-94	Tonnage Rate \$/Ton FY 94-95
Regional User Fee	\$19.00	\$17.50
Metro User Fee	7.00	9.50
Regional Transfer Charge	9.00	7.20
Disposal Fee	38.25	39.25
DEQ Fees	1.10	0.92
DEQ Orphan Site Program	0.15	0.13
Rehabilitation and Enhancement Fee	0.50	0.50
Total Rate:	\$75.00	\$75.00

Meeting Date: March 10, 1994
Agenda Item No. 6.2

ORDINANCE NO. 94-522A

FINANCE COMMITTEE REPORT

ORDINANCE NO. 94-522A REVISING THE FY 93-94 BUDGET AND SCHEDULE OF APPROPRIATIONS TO FUND LEGISLATIVE INCREASES IN ELECTED OFFICIALS SALARIES

Date: March 1, 1994

Presented By: Councilor Van Bergen

COMMITTEE RECOMMENDATION: At its February 23, 1994 meeting the Committee voted unanimously to recommend Council adoption of Ordinance No. 94-522 as amended. Committee members present and voting were Councilors Devlin, Kvistad, McLain, Monroe and Van Bergen. Councilors Buchanan and Gardner were absent.

COMMITTEE DISCUSSION/ISSUES: Don Carlson, Council Administrator, presented the Staff Report. He stated that the ordinance amends the budget and appropriations schedule to transfer \$42,504 from the General Fund Contingency to the Personal Services category in the Council Department Budget and \$4,304 from the Materials and Services category to the Personal Services category in the Executive Management Department Budget. Both transfers are for the purpose of appropriating funds to pay for salary increases which occurred as a result of action by the 1993 Oregon Legislature. He pointed out that the Charter approved by the voters in November 1992 sets Metro elected official salaries as a percentage of the salary for a District Court Judge in the State of Oregon. The 1993 Legislature approved Senate Bill 5535 which increased the salary for a District Court Judge effective July 1, 1993. As a result of this action salaries for Metro elected officials increased. Mr. Carlson stated that he informed the Council of the salary increase in the Fall of 1993 and recommended an ordinance be brought forward in mid-year to make the necessary budget and appropriation changes (see Attachment 1 to this Report).

In response to a question from the Committee about what happens if the Council does not approve this ordinance, Mr. Carlson stated that the Council Department would over spend its Personal Services appropriation by the approximate amount of the requested change. He pointed out that the Council annually reviews the final budget and appropriation schedule to actual expenditures and reprimands departments which overspend Council approved appropriations. He stated that in this regard the Council should lead by example and make sure it does not over spend appropriations. Dan Cooper, General Counsel, pointed out that the Local Government Budget Law is very clear that over expending appropriations is a violation of the law. If the Council consciously over spends its Personal Services appropriation, an aggrieved tax payer could file a suit to hold Councilors personally liable for the over expenditure. He said the only way to avoid an over expenditure is to either appropriate more funds to cover anticipated costs or reduce expenditures in the Personal Services category to cover these increased costs. Dan Cooper reiterated his earlier opinion that each Councilor has a legal right to the salary and that the Council by its own action cannot limit that right. The Charter states that

a Councilor may waive a salary, which he has stated means all or any portion of the salary. Council Staff indicated that up to this time at least one Councilor has waived a portion of the salary.

Councilor McLain stated that several members of MPAC have expressed concern about asking local governments to pay voluntary dues for planning programs if Metro Councilors are going to receive a pay increase. She stated that she was raising the issue so Committee members will be aware of the perceptions some persons have about this issue.

Councilor Kvistad presented the Committee with an amendment which would implement his proposed addition to the Council Staff outlined in his communication to the Council dated January 31, 1994. That memo requested additional assistance to the Planning Committee to handle the workload for the remainder of the fiscal year particularly during the budget period. The proposed amendment would transfer an additional \$18,084 from the General Fund Contingency to the Personal Services category in the Council Department Budget. In response to a suggestion from Councilor Devlin, Councilor Kvistad accepted a friendly amendment to clarify that the new position is temporary. Council Staff pointed out that this new position is not included in the Council Department FY 94-95 Budget request, so the Budget Committee and Council would have to take specific action to include it. In response to a question about filling the position, Don Carlson, Council Administrator, stated that a job announcement would be immediately posted for in-house recruitment subject to Council approval of the position.



METRO

ATTACHMENT 1
(Fin.Comm.RPT/Ord.94-522A)

Date: September 9, 1993
To: Metro Council *DE*
From: Donald E. Carlson, Council Administrator
Re: Salary Increase for Metro Elected Officials

This is to inform you that the 1993 Oregon Legislature enacted C-Engrossed Senate Bill 5535 which included a provision to increase the salary of a District Court Judge from \$69,600 to \$76,200 effective July 1, 1993 (See Attachment 1). As you know Section 21 of the Metro Charter sets the compensation of Metro elected officials as follows:

- * Executive Officer -- One hundred per cent of the salary of a District Court Judge (\$76,200);
- * Presiding Officer -- Two-thirds of the salary of a District Court Judge (\$50,800);
- * Councilor -- One third of the salary of a District Court Judge (\$25,400); and
- * Auditor -- Eighty per cent of the salary of a District Court Judge beginning January 1, 1995 (\$60,960).

The Council Department Budget for FY 1993-94 assumed no increase for Councilors. Council Staff will recommend an ordinance be introduced at mid-year to amend the budget and appropriations schedule to add \$30,800 in the Council salary line item and \$11,704 in the Fringe line item (38% composite fringe rate) to cover this expenditure increase. We will coordinate with the Executive Management Department regarding any needed budget adjustment regarding the Executive Officers salary. Also, we will inform the Accounting Division and work with them on the retroactive salary payments. If you have any questions, please let me know.

cc: Dick Engstrom
Jennifer Sims
Dan Cooper
Don Cox
Lindsey Ray



METRO

ATTACHMENT 2

(Fin.Comm.Rpt/Ord.94-522A)

Date: February 22, 1994
To: Finance Committee
From: Councilor Jon Kvistad, Chair
Metro Planning Committee
Re: Proposed Amendment to Ordinance No. 94-522

JK/ser

This memo is a follow up to my communication to the Council dated January 31, 1994 regarding the addition of an Associate Council Analyst position to the Council Department budget. Please find attached a marked up copy of the ordinance which includes my proposed amendments.

The proposed amendment adds an Associate Council Analyst position at .34 FTE or 720 hours for the remainder of the current fiscal year. The total cost is \$18,084 (salary and fringe). The salary is set at slightly below the mid-point of Salary Range 16 in the current Non-Representative Pay Plan. This salary is compatible with current staffing level in the Department and is set to be attractive to those persons in Metro who might want to apply for the position.

If the Committee and Council approve this amendment it is my intent to request that the Council Administrator commence in-house recruitment for the position immediately. Don Carlson has indicated to me that a four person selection panel consisting of the Presiding Officer, Council Administrator, Senior Council Analyst and myself will be convened to review applications. If you have any questions or comments regarding this request, please let me know.

cc: Metro Council
Dick Engstrom
Jennifer Sims

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING ORDINANCE)
NO. 93-487A REVISING THE FY 1993-94)
BUDGET AND APPROPRIATIONS)
SCHEDULE FOR THE PURPOSE OF)
FUNDING LEGISLATIVE INCREASES IN)
ELECTED OFFICIALS SALARIES; AND)
DECLARING AN EMERGENCY)
)

ORDINANCE NO. 94-522

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 ~~\$42,504~~ ^{\$60,588} from the General Fund Contingency and \$4,306 from Executive Management, Materials & Services, to Personal Services in the Executive Management and Council department budgets to fund legislative increases in elected officials salaries TEMPORARY AND ASSOCIATE COUNCIL ANALYST POSITION IN THE COUNCIL DEPARTMENT.

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 _____, 1994.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

kr:ord93-94:electoff:ORD.DOC
February 3, 1994

2/22/94

Exhibit A
Ordinance No. 94-522

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
GENERAL FUND:Executive Management							
<u>Personal Services</u>							
511110	ELECTED OFFICIALS	1.00	73,080		3,120	1.00	76,200
	Executive Officer						
511121	SALARIES-REGULAR EMPLOYEES (full time)	1.00	69,880		0	1.00	69,880
	Administrator	1.00	51,052		0	1.00	51,052
	Senior Administrative Services Analyst	1.00	27,458		0	1.00	27,458
	Administrative Support Assistant D						
511221	WAGES-REGULAR EMPLOYEES (full time)	1.00	29,076		0	1.00	29,076
	Administrative Support Assistant C		92,702		1,185		93,888
512000	FRINGE						
Total Personal Services		5.00	343,248	0.00	4,306	5.00	347,554
<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		(4,306)		16,994
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		10,000		0		10,000
529500	Meetings		5,800		0		5,800
529800	Miscellaneous		1,200		0		1,200
Total Materials & Services			79,532		(4,306)		75,226
TOTAL EXPENDITURES		5.00	422,780	0.00	0	5.00	422,780

**Exhibit A
Ordinance No. 94-522**

KUISTAD AMENDMENT
2/22/94

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
GENERAL FUND: Council							
<u>Personal Services</u>							
511110	ELECTED OFFICIALS						
	Councilors		324,800		30,800		355,600
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Administrator	1.00	70,261		0	1.00	70,261
	Senior Administrative Services Analyst	3.00	142,547		0	3.00	142,547
	Associate Administrative Services Analyst	1.00	36,916	13,104	[1.00]	1.34	[36,916] 50,020
	Associate Service Supervisor	1.00	32,343		0	1.00	32,343
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	3.00	85,033		0	3.00	85,033
	Secretary	1.00	20,937		0	1.00	20,937
511400	OVERTIME		2,500		0		2,500
512000	FRINGE		271,828		[11,704]	16,684	[283,532] 288,512
Total Personal Services		10.00	987,165	0.00	[42,504]	[10.00]	[1,029,669]
					60,588	10.34	1,047,753
Total Materials & Services			149,546		0		149,546
Total Capital Outlay			4,000		0		4,000
TOTAL EXPENDITURES		10.00	1,140,711	0.00	[42,504]	[10.00]	[1,183,215]
					60,588	10.34	1,201,299

General Fund: General Expenses

Total Interfund Transfers			3,324,770		0		3,324,770
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		367,500		[(42,504)]	60,588	[324,996] 306,912
599990	Unappropriated Fund Balance		267,665		0		267,665
Total Contingency and Unapp. Balance			635,165		[(42,504)]	60,588	[592,661] 574,577
TOTAL EXPENDITURES		16.00	5,915,414	0.00	0	(16.00)	5,915,414
						16.34	

Note: This action assumes adoption of Ordinance No. 93-514, funding the Construction Manager position; Ordinance No. 93-518, funding personal computer replacements in the Office of General Counsel; Ordinance No. 93-516 funding a Greenspaces RFP; and Ordinance No. 93-521 funding an IGA for a predicate study

Exhibit B
Schedule of Appropriations
Ordinance No. 94-522

	Current Appropriation	Revision	Proposed Appropriation	
GENERAL FUND				
Council				
Personal Services	987,165	[42,504]	60,588	[1,029,669] 1,047,753
Materials & Services	149,546	0		149,546
Capital Outlay	4,000	0		4,000
Subtotal	1,140,711	[42,504]	60,588	1,183,215 1,201,299
Executive Management				
Personal Services	343,248	4,306		347,554
Materials & Services	79,532	(4,306)		75,226
Capital Outlay	0	0		0
Subtotal	422,780	0		422,780
Office of Government Relations				
Personal Services	67,538	0		67,538
Materials & Services	74,450	0		74,450
Capital Outlay	0	0		0
Subtotal	141,988	0		141,988
Special Appropriations				
Materials & Services	250,000	0		250,000
Subtotal	250,000	0		250,000
General Expenses				
Interfund Transfers	3,324,770	0		3,324,770
Contingency	367,500	[42,504]	60,588	[324,996] 306,912
Subtotal	3,692,270	[42,504]	60,588	3,649,766 3,631,682
Unappropriated Balance	267,665	0		267,665
Total Fund Requirements	5,915,414	0		5,915,414

Note: This action assumes adoption of Ordinance No. 93-514, funding the Construction Manager position; Ordinance No. 93-518, funding personal computer replacements in the Office of General Counsel; Ordinance No. 93-516 funding a Greenspaces RFP; and Ordinance No. 93-521 funding an IGA for a predicate study

All Other Appropriations Remain As Previously Adopted

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING ORDINANCE)
NO. 93-487A REVISING THE FY 1993-94)
BUDGET AND APPROPRIATIONS)
SCHEDULE FOR THE PURPOSE OF)
FUNDING LEGISLATIVE INCREASES IN)
ELECTED OFFICIALS SALARIES, ADDING A)
FULL TIME TEMPORARY ASSOCIATE)
ANALYSY IN THE COUNCIL DEPARTMENT)
FOR THE REMAINDER OF THE YEAR, AND)
DECLARING AN EMERGENCY)

ORDINANCE NO. 94-522A

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 [~~\$42,504~~] \$60,588 from the General Fund Contingency and \$4,306 from Executive Management, Materials & Services, to Personal Services in the Executive Management and Council department budgets to fund legislative increases in elected officials salaries, and a temporary Associate Analyst position for the remainder of the year (.34 FTE) in the Council Department.

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 _____, 1994.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

Exhibit A
Ordinance No. 94-522A

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
GENERAL FUND:Executive Management							
<u>Personal Services</u>							
511110	ELECTED OFFICIALS						
	Executive Officer	1.00	73,080		3,120	1.00	76,200
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Administrator	1.00	69,880		0	1.00	69,880
	Senior Administrative Services Analyst	1.00	51,052		0	1.00	51,052
	Administrative Support Assistant D	1.00	27,458		0	1.00	27,458
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Support Assistant C	1.00	29,076		0	1.00	29,076
512000	FRINGE		92,702		1,186		93,888
Total Personal Services		5.00	343,248	0.00	4,306	5.00	347,554
<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		(4,306)		16,994
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		10,000		0		10,000
529500	Meetings		5,800		0		5,800
529800	Miscellaneous		1,200		0		1,200
Total Materials & Services			79,532		(4,306)		75,226
TOTAL EXPENDITURES		5.00	422,780	0.00	0	5.00	422,780

**Exhibit A
Ordinance No. 94-522A**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
GENERAL FUND: Council							
<u>Personal Services</u>							
511110	ELECTED OFFICIALS						
	Councilors		324,800		30,800		355,600
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Administrator	1.00	70,261		0	1.00	70,261
	Senior Administrative Services Analyst	3.00	142,547		0	3.00	142,547
	Associate Administrative Services Analyst	1.00	36,916		0	1.00	36,916
	Associate Service Supervisor	1.00	32,343		0	1.00	32,343
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	3.00	85,033		0	3.00	85,033
	Secretary	1.00	20,937		0	1.00	20,937
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary Associate Analyst		0	0.34	13,104	0.34	13,104
511400	OVERTIME		2,500		0		2,500
512000	FRINGE		271,828		16,684		288,512
Total Personal Services		10.00	987,165	0.34	60,588	10.34	1,047,753
Total Materials & Services			149,546		0		149,546
Total Capital Outlay			4,000		0		4,000
TOTAL EXPENDITURES		10.00	1,140,711	0.34	60,588	10.34	1,201,299

General Fund: General Expenses

Total Interfund Transfers			3,324,770		0		3,324,770
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		367,500		(60,588)		306,912
599990	Unappropriated Fund Balance		267,665		0		267,665
Total Contingency and Unapp. Balance			635,165		(60,588)		574,577
TOTAL EXPENDITURES		16.00	5,915,414	0.34	0	16.34	5,915,414

Note: This action assumes adoption of Ordinance No. 93-514, funding the Construction Manager position; Ordinance No. 93-518, funding personal computer replacements in the Office of General Counsel; Ordinance No. 93-516 funding a Greenspaces RFP; and Ordinance No. 93-521 funding an IGA for a predicate study

Exhibit B
Schedule of Appropriations
Ordinance No. 94-522A

	Current Appropriation	Revision	Proposed Appropriation
GENERAL FUND			
Council			
Personal Services	987,165	60,588	1,047,753
Materials & Services	149,546	0	149,546
Capital Outlay	4,000	0	4,000
Subtotal	1,140,711	60,588	1,201,299
Executive Management			
Personal Services	343,248	4,306	347,554
Materials & Services	79,532	(4,306)	75,226
Capital Outlay	0	0	0
Subtotal	422,780	0	422,780
Office of Government Relations			
Personal Services	67,538	0	67,538
Materials & Services	74,450	0	74,450
Capital Outlay	0	0	0
Subtotal	141,988	0	141,988
Special Appropriations			
Materials & Services	250,000	0	250,000
Subtotal	250,000	0	250,000
General Expenses			
Interfund Transfers	3,324,770	0	3,324,770
Contingency	367,500	(60,588)	306,912
Subtotal	3,692,270	(60,588)	3,631,682
Unappropriated Balance	267,665	0	267,665
Total Fund Requirements	5,915,414	0	5,915,414

Note: This action assumes adoption of Ordinance No. 93-514, funding the Construction Manager position; Ordinance No. 93-518, funding personal computer replacements in the Office of General Counsel; Ordinance No. 93-516 funding a Greenspaces RFP; and Ordinance No. 93-521 funding an IGA for a predicate study

All Other Appropriations Remain As Previously Adopted

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-522 AMENDING ORDINANCE NO. 93-487A REVISING THE FY 1993-94 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF FUNDING LEGISLATIVE INCREASES IN ELECTED OFFICIALS SALARIES; AND DECLARING AN EMERGENCY

Date: February 3, 1994

Presented by: Dick Engstrom
Don Carlson

BACKGROUND AND ANALYSIS

The salaries for the Executive Officer, the Presiding Officer and Councilors are tied to the amount set by the Oregon Legislature for a District Court Judge. The 1993 legislature increased the salary for a District Court Judge from \$69,600 to \$76,200. Metro's FY 1993-94 adopted budget did not anticipate this increase. The following increases are necessary to the Executive Management and Council department budgets to implement the salary change.

	<u>Adopted Budget</u>	<u>New Salary</u>	<u>Required Increase</u>
Executive Officer	\$73,080	\$76,200	\$3,120
Presiding Officer	\$46,400	\$50,800	\$4,400
Councilors	\$278,400	\$304,800	\$26,400
Fringe @ 38%	\$151,194	\$164,084	\$12,890
Total	\$549,074	\$595,884	<u>\$46,810</u>

This action transfers \$42,504 from the General Fund Contingency to Personal Services in the Council Department budget, and \$4,306 from Materials & Services to Personal Services in the Executive Management Department budget..

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 94-522.

Meeting Date: March 10, 1994
Agenda Item No. 6.3

ORDINANCE NO. 94-530

FINANCE COMMITTEE REPORT

ORDINANCE NO. 94-530 REVISING THE FY 93-94 BUDGET AND SCHEDULE OF APPROPRIATIONS TO FUND AN OUTSIDE COUNSEL OPINION ON THE LEASE OF METRO CENTER

Date: February 28, 1994

Presented By: Councilor Monroe

COMMITTEE RECOMMENDATION: At its February 23, 1994 meeting the Committee voted unanimously to recommend Council adoption of Ordinance No. 94-530. Committee members present and voting were Councilors Devlin, Kvistad, McLain, Monroe and Van Bergen. Councilors Buchanan and Gardner were absent.

COMMITTEE DISCUSSION/ISSUES: Mr. Dan Cooper, General Counsel, presented the Staff Report. He stated the ordinance transfers \$2,500 from the Support Service Fund Contingency Category to the Materials and Services Category in the Office of General Counsel. Appropriation of these funds are necessary to pay for the costs of securing and outside legal opinion regarding the termination clause in the master lease for the Metro Center Building (2000 S.W. First Avenue). He indicated that the services of outside counsel were obtained at the direction of the Metro Council and the Council was informed at that time that a subsequent budget and appropriation change would be needed.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING ORDINANCE)	ORDINANCE NO. 94-530
NO. 93-487A REVISING THE)	
FY 1993-94 BUDGET AND APPROPRIA-)	Introduced by
TIONS SCHEDULE FOR THE PURPOSE OF)	Presiding Officer Judy Wyers
FUNDING OUTSIDE COUNSEL OPINION)	
ON THE LEASE OF METRO CENTER; AND)	
DECLARING AN EMERGENCY)	

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 \$2,500 from the Support Service Fund Contingency to Materials and Services in the Office of General Counsel to fund outside counsel opinion on the lease of Metro Center.

2. That 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 _____, 1994.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

Exhibit A
Ordinance No. 94-530

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
SUPPORT SERVICE FUND:Office of General Counsel							
Total Personal Services		6.00	434,876	0.00	0	6.00	434,876
<u>Materials & Services</u>							
521100	Office Supplies		1,450		0		1,450
521290	Other Supplies		208		0		208
521310	Subscriptions		12,350		0		12,350
521320	Dues		1,751		0		1,751
524120	Legal Fees		0		2,500		2,500
525640	Maintenance & Repairs Services-Equipment		795		0		795
526310	Printing Services		228		0		228
526440	Delivery Services		341		0		341
526500	Travel		2,279		0		2,279
526700	Temporary Help Services		1,200		0		1,200
526800	Training, Tuition, Conferences		2,159		0		2,159
529500	Meetings		454		0		454
529800	Miscellaneous		500		0		500
Total Materials & Services			23,715		2,500		26,215
Total Capital Outlay			1,500		0		1,500
TOTAL EXPENDITURES		6.00	460,091	0.00	2,500	6.00	462,591

SUPPORT SERVICE FUND:General Expenses

<u>Interfund Transfers</u>							
581513	Trans. Indirect Costs to Bldg. Fund-Metro Center		0		0		0
581513	Trans. Indirect Costs to Bldg. Fund-Regional Center		507,283		0		507,283
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Gen1		30,791		0		30,791
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Workers' Comp		41,597		0		41,597
Total Interfund Transfers			579,671		0		579,671
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency						
	* General		241,874		(2,500)		239,374
	* Builders License		23,165		0		23,165
599990	Unappropriated Fund Balance-Contractors License		151,566		0		151,566
Total Contingency and Unappropriated Balance			416,605		(2,500)		414,105
TOTAL EXPENDITURES		84.72	6,802,525	0.00	0	84.72	6,802,525

Exhibit B
Schedule of Appropriations
Ordinance No. 94-530

	Current Appropriation	Revision	Proposed Appropriation
SUPPORT SERVICES FUND			
Finance and Management Information			
Personal Services	2,238,932	0	2,238,932
Materials & Services	794,941	0	794,941
Capital Outlay	77,891	0	77,891
Subtotal	3,111,764	0	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	2,500	26,215
Capital Outlay	1,500	0	1,500
Subtotal	460,091	2,500	462,591
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	265,039	(2,500)	262,539
Subtotal	844,710	(2,500)	842,210
Unappropriated Balance	151,566	0	151,566
Total Fund Requirements	6,802,525	0	6,802,525

All Other Appropriation Levels Remain As Previously Adopted

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-530, FOR THE PURPOSE OF AMENDING ORDINANCE NO. 93-487A REVISING THE FY 1993-94 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF FUNDING OUTSIDE COUNSEL OPINION ON THE LEASE OF THE METRO CENTER; AND DECLARING AN EMERGENCY

Date: February 4, 1994

**Presented by:
Daniel B. Cooper**

FACTUAL BACKGROUND AND ANALYSIS

During the discussions regarding the decisions the Council faced concerning the future of the Metro Center building (2000 S.W. First Avenue), General Counsel informed the Council at its meeting on December 9, 1993, that provisions of the existing lease agreement with AMCO did provide for early termination of lease under certain circumstances. The General Counsel indicated to the Council that he was uncertain as to how the lease would be construed by the courts if the issue were brought before them and felt it was advisable for the Council to have the benefit of a legal opinion from an outside law firm that was experienced in both municipal finance as well as real estate matters.

At the direction of the Council, the General Counsel secured the services of the firm of Preston Thorgrimson Shidler Gates & Ellis and the written opinion of that firm was presented to the Council at their meeting held on December 23, 1993. The purpose of the Ordinance is to amend the FY 1993-94 budget for the Office of General Counsel by increasing the Materials and Services appropriation by \$2,500 in order to provide authority for paying the cost of securing the outside legal opinion which was an unanticipated expense.

Meeting Date: March 10, 1994
Agenda Item No. 6.4

ORDINANCE NO. 94-534

FINANCE COMMITTEE

ORDINANCE NO. 94-534 REVISING THE FY 93-94 BUDGET AND SCHEDULE OF APPROPRIATIONS TO FUND OREGON SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIRED SAFETY EQUIPMENT

Date: February 28, 1994

Presented By: Councilor McLain

COMMITTEE RECOMMENDATION: At its February 23, 1994 meeting the Committee voted unanimously to recommend Council approval of Ordinance No. 94-534. Committee members present and voting were Councilors Devlin, McLain, Monroe and Van Bergen. Councilors Buchanan, Gardner and Kvistad were absent.

COMMITTEE DISCUSSION/ISSUES: Mr. Scott Moss, Risk Manager, presented the Staff Report. He stated the ordinance transfers \$3,350 from the Risk Management Fund Materials and Services Category to the Capital Outlay Category to purchase to capital items needed to satisfy OSHA regulations. The first item is an emergency rescue tri-pod which is to be utilized to rescue injured employees who have to enter confined spaces. The proposal is to purchase one piece of equipment at a cost of approximately \$1,850 for use at various Metro facilities including solid waste, MERC, Zoo and Regional Parks. The second piece of equipment is a decimeter which will be used to conduct periodic noise level tests as part of Metro's Hearing Conservation program. The cost of the decimeter is approximately \$1,500.

Mr. Moss stated the Risk Management Division is requesting grant fund from the State of Oregon to offset these costs. In response to a question from the Committee regarding whether or not the District has a choice in this matter, Mr. Moss stated the District has a choice to not comply with the regulations if it wants.

BEFORE THE METRO COUNCIL

CONSIDERATION OF ORDINANCE	)	ORDINANCE NO. 94-534
NO. 94-534 AMENDING ORDINANCE)	
NO. 93-487A REVISING THE FY 1993-94	)	Introduced by Rena Cusma,
BUDGET AND APPROPRIATIONS	)	Executive Officer
SCHEDULE FOR THE PURPOSE OF)	
FUNDING OREGON SAFETY AND HEALTH)	
ADMINISTRATION (OSHA) REQUIRED)	
SAFETY EQUIPMENT; AND DECLARING AN)	
EMERGENCY.)	

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. 94-534, Exhibit A, FY 1993-94 Budget, and Schedule of Appropriations are hereby amended as shown in the column titled, "Revision" of Exhibit A this Ordinance for the purpose of transferring \$3,350 from Materials and Services in the Risk Management Fund to Capital Outlay in the Risk Management Fund to fund Oregon Safety and Health Administration (OSHA) required safety equipment.

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 _____, 1994.

Judy Wyers, Presiding Officer

ATTEST:

Clerk of the Council

Exhibit A
Schedule of Appropriations
Ordinance No. 94-534

Risk Management Fund	Current Appropriation	Revision	Proposed Appropriation
Personal Services	\$ 225,151	\$ 0	\$ 225,151
Materials and Services	1,306,595	(3,350)	1,303,245
Capital Outlay	3,900	3,350	7,250
Contingency	5,775,218	0	5,775,218
Total Fund Requirements	\$ 7,310,864	\$ 0	\$ 7,310,864

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STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-534 AMENDING ORDINANCE NO. 93-487A REVISING THE FY 1993-94 BUDGET AND APPROPRIATIONS SCHEDULE FOR THE PURPOSE OF FUNDING OREGON SAFETY AND HEALTH ADMINISTRATION (OSHA) SAFETY EQUIPMENT; AND DECLARING AN EMERGENCY

Date: February 10, 1994

Presented by: Scott Moss, Risk Manager

BACKGROUND

Recently, The Oregon Safety and Health Administration (OSHA) passed a regulation for all employers regarding Confined Spaces. Employers requiring employees to enter confined hazards areas, such as manholes, and perform assigned work now have a stringent set of regulations to follow prior to having the employee enter the confined space. One such requirement is to have an emergency rescue tri-pod to bring an injured employee out of a confined space without another employee having to enter. The cost of the emergency rescue tri-pod is \$1,850. The Zoo, Solid Waste, Parks, and Metro ERC each have confined spaces and would need to purchase this equipment. Risk Management recommends the centralized purchase of the tri-pod in order to provide savings to departments.

Metro departments frequently request Risk Management to provide noise level testing. Periodic noise level tests are an important part of Metro's Hearing Conservation program and are required by OSHA. We request authorization to purchase a decimator for use by Risk Management for all Metro departments. The cost of the decimator is \$1,500.

To offset this additional expense Risk Management is actively pursuing grant money from the State of Oregon. Thus far this fiscal year, Risk Management has collected \$1,075.10 with an addition \$3,561.30 requested to date. Grant funds are offered by the States' Injured Worker Fund to facilitate having injured workers return to work. Metro has collected nearly \$30,000 from this fund over the past couple of years.

These expenditures are considered Capital Outlay items which were not anticipated nor budgeted in the FY 1993-94 Risk Management Fund. This action transfers \$3,350 from Materials and Services in the Risk Management Fund to Capital Outlay in the Risk Management Fund.

Meeting Date: March 10, 1994
Agenda Item No. 7.1

RESOLUTION NO. 94-1922

PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-1922 EXTENDING THE CONTRACTS FOR CONSULTANT SERVICES ASSOCIATED WITH THE COMPLETION OF TIER I ALTERNATIVES ANALYSIS FOR THE SOUTH/NORTH CORRIDOR

Date: March 4, 1994

Presented By: Councilor Monroe

Committee Recommendation: At the March 3 meeting, the Planning Committee voted unanimously to recommend Contract Review Board adoption of Resolution No. 94-1922. Voting in favor: Councilors Kvistad, Devlin, Gates, McLain, Monroe and Moore. Absent: Councilors Gardner and Washington.

Committee Issues/Discussion: Leon Skiles, Transportation Planning Manager, presented the staff report. There are two contracts related to the South/North Alternatives Analysis study that are being requested to be extended beyond the original contract amount. The first contract is between Metro and BRW. Inc.; the other is between Metro and Steven M. Siegel and Associates.

When each of these consultants was selected through a competitive process, the original process assumed services would be performed through the project phases that would lead to the selection of the alternatives to be studied within a draft environmental impact statement. Phases 2 and 3 of the Pre-Alternatives Analysis (AA) were then integrated into Tier I of the South/North Alternatives Analysis. Tier I is scheduled to conclude in September 1994 which is one year later than phase 3 of the Pre-AA's.

The department believes the consultants qualifications and work on the previous phases of the Pre-AA work and the initial scoping work for the S/N AA make them uniquely qualified and would contribute greatly as Tier I is concluded. It is the intent of the department to undertake a new consultant selection process for Tier II.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF	)	RESOLUTION NO. 94-1922
EXTENDING THE CONTRACTS)	
FOR CONSULTANT SERVICES	)	Introduced by
ASSOCIATED WITH THE	)	Rena Cusma, Executive Officer
COMPLETION OF TIER I)	
ALTERNATIVES ANALYSIS FOR)	
THE SOUTH/NORTH CORRIDOR)	

WHEREAS, The Metro Council adopted the 1993-94 Metro budget in Ordinance No. 93.487A and the adopted budget includes budgets totaling \$1,150,000 for consultant services for the South Corridor Alternatives Analysis; and

WHEREAS, The Metro Council and the Federal Transit Administration have approved modification to the Metro 1993-94 Unified Work Program that includes a work element and budget for the unified South/North Corridor Alternatives Analysis/Draft Environmental Impact Statement that replaces the separate work elements for the South Corridor and North Corridor; and

WHEREAS, Metro has secured \$8.25 million in funding for the South/North Corridor Alternatives Analysis; and

WHEREAS, Metro has submitted and the Federal Transit Administration has approved an application and Preliminary Work Plan to advance the South/North Transit Corridor into Alternatives Analysis and the preparation of a Draft Environmental Impact Statement; and

WHEREAS, Phases Two and Three of the I-205/Milwaukie and the I-5/I-205 Portland/Vancouver Preliminary Alternatives Analyses have been integrated into Tier I of the South/North Alternatives Analysis, as described in the approved Preliminary Work Plan; and

WHEREAS, BRW, Inc. and Steven M. Siegel and Associates were selected through a competitive selection process; and

WHEREAS, the scopes of work for BRW, Incorporated and Steven M. Siegel and Associates were intended to extend through Phases One, Two and Three of the Preliminary Alternatives Analyses; and

WHEREAS, Tier I of the South/North Transit Corridor Study will conclude approximately one year later than Phases Two and Three of the Preliminary Alternatives Analyses, and Tier I will involve more extensive analysis and narrowing of alternatives than the Preliminary Alternatives Analysis; and

WHEREAS, The BRW, Incorporated and Steven M. Siegel and Associates' qualifications and work on the previous phases of the

Preliminary Alternatives Analysis work and the initial scoping work for the S/N AA makes them uniquely qualified for and would contribute to the efficient accomplishment of the remaining tasks within Tier I of the South/North Transit Corridor Study; now, therefore,

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to execute contract amendments with BRW, Inc. and Steven M. Siegel and Associates for Tier I of the South/North Transit Corridor Study not to exceed \$106,095.

ADOPTED by the Metro Council this ____ day of March, 1994.

Judy Wyers, Presiding Officer

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CHANGE ORDER SUMMARY

CHANGE ORDER NO: 2 INITIATION DATE: 2/22/94
CONTRACT NO: 902967 PROJECT: 5th Tier I
CONTRACTOR: BRW Inc. VENDOR # 9386
PROPOSED BY: Hand
PROJECT MANAGER/DEPARTMENT

FINANCIAL IMPACT

BUDGET CODE/TITLE: 140 122200 524190 45620

Original Contract Sum: \$ 317,792

Net Change Orders to Date: \$ _____

Contract Sum Prior to this C/O: \$ _____

This Change Order Request: \$ _____

New Contract Sum, Post C/O: \$.. _____

Fiscal Year - -
Appropriation \$ _____

Contract, Paid to Date: \$ _____

Est. Appropriation Remaining: \$ _____

EFFECTIVE DATE(S): 11/10/92 - _____

REVIEW & APPROVAL:

DIVISION MANAGER _____ DATE 2/22/94
DEPARTMENT DIRECTOR _____ DATE _____

DIRECTOR REGIONAL FACILITIES _____ DATE _____

FISCAL _____ DATE _____

BUDGET (MULTI-YEAR ONLY) _____ DATE _____

LEGAL _____ DATE _____

The following table illustrates how BRW will invoice work performed on the tasks described above consistent with the South/North budget categories:

S/N Budget Category	BRW Task	Additional Budget Required to Complete	Total Revised Tier I Budget
Management	N/A	0	0
Public Involvement	N/A	0	0
Description of Alternatives	Vancouver CBD	0	\$41,669
	LRT Cost Estimates	\$20,213	
Social, Environmental and Economic Analysis	Tier I Environmental/Land Use	\$16,423	\$26,250
Transportation Analysis	Tier I Traffic Impacts	\$12,819	\$42,089
	Non-Priority Corridor (I-205)	0	
	Airport LRT Study	0	
Financial Analysis and Evaluation	N/A	0	0
Evaluation	N/A	0	0
TOTAL		\$49,455	\$110,008

Required Budget Amendment

ITEM	AMOUNT
Budget Requirement	\$110,008
Carry-over from Pre-AA Budget	\$60,553
Required Amount of Additional Budget Authority	\$49,455

CHANGE ORDER SUMMARY

CHANGE ORDER NO: 2 INITIATION DATE: 2/22/94
CONTRACT NO: 902670 PROJECT: S/n New I HCT
CONTRACTOR: Steven Siegel & Assoc VENDOR #
PROPOSED BY: Hans
PROJECT MANAGER/DEPARTMENT

FINANCIAL IMPACT

BUDGET CODE/TITLE: 140122200 524190 45630

Original Contract Sum: \$ 65,250

Net Change Orders to Date: \$

Contract Sum Prior to this C/O: \$

This Change Order Request: \$ 56,640

New Contract Sum, Post C/O: \$ 121,890

Fiscal Year - 94
Appropriation \$

Contract, Paid to Date: \$ 59,950

Est. Appropriation Remaining: \$ 65,250

EFFECTIVE DATE(S): 10-30-92 - 9-30-92

REVIEW & APPROVAL:

DIVISION MANAGER [Signature] DATE 2/22/94
DEPARTMENT DIRECTOR [Signature] DATE

FISCAL DATE
BUDGET (MULTI-YEAR ONLY) DATE

DIRECTOR REGIONAL FACILITIES DATE

LEGAL DATE

BUDGET

TASK	HOURS	AMOUNT
Task 1: Prepare Tier I Final Report	90	\$ 7,200
Task 2: Prepare Tier I Financial Analysis	180	\$14,400
Task 3: Prepare Tier I Capital Funding Plan and Threshold Report	220	\$17,600
Task 4: Project Management Advice/Participate in Functional Management Team Meetings	75	\$ 6,000
Task 5: Review and Comment on Major Tier I Technical Products	50	\$ 4,000
Task 6: Prepare Evaluation Reports for Alignment Options/Alternatives Proposed to be Dropped from Further Study During Tier I	90	\$ 7,200
Task 7: Assist in Establishing a Regional Consensus on Tier I Recommendations	45	\$ 3,600
Overhead	18	\$ 1,440
Overhead		\$ 500
TOTAL	768	\$61,940

REQUIRED BUDGET AMENDMENT

ITEM	AMOUNT
BUDGET REQUIREMENT	\$61,940.00
CARRY-OVER FROM PRE-AA CONTRACT	\$ 5,300.00
REQUIRED AMOUNT OF ADDITIONAL BUDGET AUTHORITY	\$56,640.00

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1922 EXTENDING THE CONTRACTS FOR CONSULTANT SERVICES ASSOCIATED WITH THE COMPLETION OF TIER I ALTERNATIVES ANALYSIS FOR THE SOUTH/NORTH CORRIDOR

Date: February 8, 1994

Presented By: Andrew Cotugno

PROPOSED ACTION

Section 2.04.054(a)(3) of the Metro Code requires that, "For Personal Services contracts, any contract amendment or extension exceeding \$10,000 shall not be approved unless the Contract Review Board shall have specifically exempted the contract amendment from the competitive procurement procedures of Section 2.04.053."

The Planning Department is administering two Personal Services contracts associated with the South/North Alternatives Analysis. This resolution would extend those contracts between Metro and BRW. Inc. and Metro and Steven M. Siegel and Associates beyond the dollar limitation cited above.

The rationale for these extensions follows:

- ▶ Both consultants were selected through a competitive process to perform essential and specific work on this project;
- ▶ The original competitive selection process assumed that the services would be performed through the project phases that would lead to the selection of the alternatives to be studied within a draft environmental impact statement;
- ▶ Phases Two and Three of the Preliminary Alternatives Analyses that these contracts were to provide services for were integrated into Tier I of the South/North Alternatives Analysis;
- ▶ Tier I of the S/N AA is scheduled to conclude in September 1994, approximately one year later than Phase Three of the Pre-AAs would have concluded;
- ▶ Funding for the S/N AA has been secured through a variety of sources, including carry-over funds from the Pre-AAs and all of those funds have been secured through intergovernmental agreements;
- ▶ The consultants qualifications and work on the previous phases of the Pre-AA work and the initial scoping work for the S/N AA makes them uniquely qualified for and would contribute to the efficient accomplishment of the remaining tasks for Tier I.

(Note - Metro will undertake a new consultant selection process to secure environmental, public involvement, financial analysis, local coordination and strategic services for S/N Tier II).

Therefore, the Metro Council, acting as Contract Review Board, is hereby requested to specifically exempt these amendments from competitive procurement procedures of Section 2.04.053 and thereby authorize the Executive Officer to execute contract amendments for the attached Scope of Work.

FACTUAL BACKGROUND AND ANALYSIS

The I-205/Milwaukie and the I-5/I-205 Portland/Vancouver Preliminary Alternatives Analyses (Pre-AAs) were initiated in January 1992. The Pre-AAs were divided into three phases. The first phase was to select a priority corridor. The second phase was to narrow the range of alternatives to be studied within the DEIS(s). The third phase was to refine those alternatives to prepare them for detailed analysis within the DEIS. Phase One of the Pre-AAs concluded in April 1993 with the selection of the Milwaukie and I-5 corridors as the region's priority for high capacity transit (HCT) planning and project development. At the same time, the region established the single, integrated South/North Corridor.

Following the end of Phase One, Metro worked with the Federal Transit Administration to prepare a work plan for the integrated South/North Corridor for the remaining two phases of the Pre-AAs and for Alternatives Analysis that would follow. Through those discussions and in anticipation of the pending Metropolitan Planning Rule changes, Metro and FTA agreed to a Preliminary Work Plan for the South/North Transit Corridor. This Work Plan divided the South/North Alternatives Analysis into two tiers. Tier I, initiated in July 1993, will conclude in September 1994 with the selection of the narrow set of alternatives that will be studied within the DEIS. Tier II will begin in October 1994 and will conclude by approximately March 1996 with the publication of the DEIS and the selection of a locally preferred alternative.

Throughout the discussion and deliberation leading to the accepted work plan, FTA expressed concern about the size of the South/North Corridor and their reluctance to approve a single DEIS for the study. They agreed to allow a single DEIS only if Metro could assure them that Tier I would conclude with a very small set of alternatives to advance into the DEIS. They also agreed that fundamentally the objectives of Tier I were the same as those of Phase Two and Three of the Pre-AAs, only that more rigorous work would be performed to allow a greater number of alternatives to be screened out from further study before work on the DEIS was initiated. Consistent with this perspective, FTA allowed over \$400,000 in residual Pre-AA federal funds to be allocated to the South/North AA without a grant amendment.

These contracts with BRW and SMSA were executed to provide professional services for the three phases of the I-205/Milwaukie and the I-5/I-205 Portland/Vancouver Preliminary Alternatives Analysis. Both consultants concluded their scopes of work for Phase one in April 1993 with the selection of the Priority Corridor. With the remaining contracts for Phases Two and Three, both consultants provided support to Metro through the South/North Scoping Process, the first step in Tier I. The Scoping Process defined the range of alternatives to be studied within Tier I, between January and September 1994. It also defined the criteria and measures to be used by the region to compare those alternatives leading to selection of the alternatives that will advance into the DEIS.

Because more extensive work is involved with Tier I (both during scoping and with the analysis) than was anticipated for the Pre-AA Phase Two and Three, the existing scopes of work and budgets for both consultants are inadequate to complete the Tier I analysis. Their services and products are essential for the successful conclusion of Tier I both because of their skills and their continuity with previous Tier I work. Also, they provide the project with additional capacity necessary to complete the work on the tight schedule.

The Scopes of Work for the BRW and SMSA contract amendments will include the following work elements and budgets:

1. Management. This task involves preparation of budget, invoicing and monthly reporting. It also involves support for and involvement in Expert Review Panel meetings and reports. SMSA, \$7,940.
2. Description of the Alternatives. The definition of alternatives involves support to both Metro and Tri-Met in determining and describing the facility and service improvements for highways, buses and LRT. BRW \$9,360, SMSA \$800.
3. Social, Environmental and Economic Analysis. The social, environmental and economic analysis will provide measures to be used to compare and evaluate the alternatives leading to selection of the small set of alternative to advance into the DEIS. BRW \$26,250, SMSA \$800.
4. Transportation Analysis. This task involves assisting Metro and Tri-Met in the transportation analysis that will provide measures to compare and evaluate the alternatives leading to the selection of the small set of alternatives to advance into the DEIS. BRW \$42,089, SMSA \$1,600.
5. Financial Analysis and Evaluation. This task will provide the financial analysis for Tier I. It will involve an assessment of the available and feasible funding sources and the preparation of a preliminary financial plan. It will

also include an assessment of the financial aspects of the various alternatives and will provide measures that will be used to compare and evaluate the alternatives leading to the selection of the small set of alternatives to advance into the DEIS. SMSA \$32,000.

6. Evaluation. This task involves the preparation of summary documents to be used in the evaluation of the alternatives within Tier I. It also includes presentations to various committees including the Project Management Group, the CAC and the Steering Group, as required. SMSA \$18,800.

Metro will undertake a new consultant selection process to secure environmental, public involvement, financial analysis, local coordination and strategic services for S/N Tier II. These services will concentrate on the analysis, documentation and process required to publish the DEIS and to select a locally preferred alternative. The amendments to the contracts with BRW and SMSA will extend only to the end of Tier I.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-1922, authorizing execution of contract amendments with BRW and SMSA for the South/North Tier I Alternatives Analysis.

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Meeting Date: March 10, 1994
Agenda Item No. 7.2

RESOLUTION NO. 94-1914

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-1914, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.060, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLV CONTRACT WITH STOP OREGON LITTER AND VANDALISM (SOLV) FOR SPONSORSHIP OF THE ANNUAL "SOLV-IT" CLEAN-UP EVENT ON SATURDAY, APRIL 23, 1994

Date: March 2, 1994

Presented by: Councilor Hansen

Committee Recommendation: At the March 1 meeting, the Committee voted 5-0 to recommend Council adoption of Resolution No. 94-1914. Voting in favor: Councilors Hansen, McFarland, McLain, Monroe and Wyers. Councilor Buchanan was absent.

Committee Issues/Discussion: The Council annually receives a resolution authorizing a personal services contract with SOLV for its cleanup event which provides monetary support for Metro's sponsorship of the event. For the current year, a total of \$30,000 will be contributed.

Judith Mandt, Administrative Services Manager, reviewed the four-year history of the clean-up event, noting that it's primary purpose was the removal of material from chronic and large scale illegal dumpsites. She noted that over 16,000 tires, 173,000 lbs. of scrap metal and 315,000 lbs. of wood and yard debris has been collected. She also distributed photos of various type techniques used to prevent sites from being reused as dumpsites. She noted that some of these techniques are more successful than others.

Jack McGowan, SOLV Executive Director, reviewed the history of the development of SOLV and the establishment of the clean-up event. He indicated that over 1.8 million lbs. of material has been gathered during the last four years. He showed videos of media coverage of the event noting that media response has always been good.

McGowan noted that this year's event will focus on areas in which there may be several smaller sites and possibly one large site. He praised Metro's new illegal dumpsite enforcement program and noted that Multnomah and Clackamas Counties now have enforcement personnel.

Jan McGowan presented a map that identified the sites to be cleaned up this year.

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 94-1914
AN EXEMPTION TO METRO CODE)	
CHAPTER 2.04.060, PERSONAL SERVICES	)	INTRODUCED BY RENA CUSMA,
CONTRACTS SELECTION PROCESS, AND	)	EXECUTIVE OFFICER
AUTHORIZING A SOLE-SOURCE CONTRACT)	
WITH STOP OREGON LITTER AND)	
VANDALISM (SOLV) FOR SPONSORSHIP OF)	
THE ANNUAL "SOLV-IT" CLEANUP EVENT)	
ON SATURDAY, APRIL 23, 1994)	

WHEREAS, Metro supports cleanup events to rid the region of illegal dump sites and to assist local governments with clean-up of chronic problem sites; and

WHEREAS, Metro has provided technical and financial support for the past four "SOLV-IT" events; and

WHEREAS, the 1993 "SOLV-IT" event succeeded in collecting more than 126 tons of mixed solid waste, nearly 30 tons of recyclable scrap metal, and 6,841 waste tires; and

WHEREAS, the 1994 annual event is coordinated by Stop Oregon Litter and Vandalism (SOLV) and KINK Radio, and includes the three other major sponsors: Metro, Weyerhaeuser, and Bank of America; and

WHEREAS, the coordinating organization is the only organization qualified to perform the services as outlined in the contractual Scope of Work; and

WHEREAS, the Executive Officer has reviewed the contract with SOLV and hereby recommends Council approval; now, therefore,

BE IT RESOLVED, THAT

The Metro Contract Review Board hereby exempts the attached contract (Exhibit "A" hereto) with SOLV from the competitive proposal requirement pursuant to Metro Code Chapter 2.04.060. because the Board finds SOLV to be the sole provider of the required services.

ADOPTED by the Metro Contract Review Board this ____ day of _____, 1994.

Judy Wyers, Presiding Officer

8JM:ay
February 14, 1994
SW941914.RES

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232, and STOP OREGON LITTER AND VANDALISM (SOLV), referred to herein as "Contractor," located at P. O. Box 1235, Hillsboro, Oregon 97123.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective March 15, 1994, and shall remain in effect until and including June 15, 1994, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. 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.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless 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 Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. 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 that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement.

Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to 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.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the state of Oregon and shall be conducted in the circuit court of the state of Oregon, for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be modified in a writing signed by both parties.

STOP OREGON LITTER AND
VANDALISM (SOLV)

METRO

By: _____

By: _____

Print name and title

Print name and title

Date: _____

Date: _____

EXHIBIT B

SCOPE OF WORK

Project: Coordination of Annual "SOLV-IT" Event

Contractor: Stop Oregon Litter and Vandalism (SOLV)

Project Term: March 15, 1994 through June 15, 1994

CONTRACTOR'S RESPONSIBILITIES:

Contractor shall be responsible for conducting a cleanup event on Saturday, April 23, 1994 at chronic local sites and large illegal dump sites in the metro region. The number and exact location of sites will be determined by April 23, 1994.

1. Cleanup Events at Chronic County/City Sites:

- < Community-based cleanup events will include collection of separated recyclables and/or reusables such as scrap metal, tires, etc. conducted at chronic local sites. SOLV will work with local governments and neighborhood organizations to identify and select sites to be scheduled for cleanup.

2. Cleanup of Illegal Dump Sites on Public Land:

- a. Activities and/or events must be distinctly different from normal maintenance responsibilities of local governments (such as public works road crews or parks department cleanups).
- b. Installation of prevention devices such as barricades or plantings for sites as appropriate.

Reporting: The Contractor's Project Manager will provide Metro with information pertaining to events as follows:

- 1. A report related to the County/City cleanups to include:
 - a. Total amount collected for each type of material and where material was disposed or recycled;
 - b. Number of participants in the event and number of volunteers contributing to the cleanup and recycling activities.
- 2. A summary report of large illegal dump site cleanups, including event highlights.

METRO'S RESPONSIBILITIES:

The Metro Project Manager will provide assistance as necessary to develop and evaluate the project, including coordination between the Contractor and Metro's Public Affairs Department staff.

PAYMENT AND EVENT REVENUE:

Metro will expedite the lump sum payment of \$30,000 to the Contractor immediately following contract approval. Any expenses which exceed Metro's total cash contribution of \$30,000 are the responsibility of the Contractor. The majority of the event revenue is contributed by the following major sponsors: Metro, KINK, Bank of America, Safeway, Inc., and Weyerhaeuser. Additional revenue is generated from donations of \$10,000 and \$5,000 packages from other local businesses, to be used in covering costs of staging the SOLV-IT event.

JM:clk
February 11, 1994 (02/14/94 11:07 AM)
s:\mandi\contract\SOLV-IT.94



METRO

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

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 2/11/94

SOLV

Department Solid Waste

PO Box 1235

Division Administration

Subject

Hillsboro, OR 97123

Name Judith Mandt

☐ Bid☒ Contract

Vendor no. 3003

Title Admin. Manager

☐ RFP☐ Other

Contract no. 903524

Extension 2936

Purpose SOLV-IT Event

Expense

☐ Procurement☒ Personal/professional services☐ Services (LM)☐ Construction☐ IGA

Revenue

Budget code(s)

☐ Contract☐ Grant☐ Other

531-310350-528410-75820

This project is listed in the
199_3_-199_4_ budget.☐ Yes☐ Type A☒ No☐ Type B

Price basis

☐ Unit☒ Total☐ Other

Payment required

☒ Lump sum☐ Progress payments

Term

☒ Completion☐ Annual☐ Multi-year**3/15/94
Beginning date6/15/94
Ending date

Total commitment

Original amount

\$ 30,000

Previous amendments

\$

This transaction

\$

Total

\$ 30,000

A. Amount of contract to be spent fiscal year 93 - 94

\$ 30,000

B. Amount budgeted for contract Grants

\$ 533,000

C. Uncommitted/discretionary funds remaining as of 2/11/94 \$ 213,264.57 ***

Approvals

Division manager

Department director

Labor

Fiscal

Budget

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.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 94-1914 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.060, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH STOP OREGON LITTER AND VANDALISM (SOLV) FOR THE SPONSORSHIP OF THE ANNUAL "SOLV-IT" CLEANUP EVENT ON SATURDAY, APRIL 23, 1994.

Date: February 15, 1994

Presented by: Judith Mandt

PROPOSED ACTION

Adoption of Resolution No. 94-1914 would authorize an exemption to competitive contract procedures and authorize the execution of the attached personal services contract (Attachment A) with Stop Oregon Litter and Vandalism (SOLV). The contract will provide services in coordinating the fifth annual "SOLV-IT" Cleanup event scheduled for Saturday, April 23. SOLV is the only agency of its kind to coordinate events of this scale. SOLV will target up to 12 illegal disposal sites in the Metro region, and local chronic problem sites currently being identified by cities and counties will also be cleaned up (the total will be finalized in April).

FACTUAL BACKGROUND

Metro has supported the annual one-day "SOLV-IT" clean up since the event first started in 1990. In the four years since they began, these events have been extremely successful, resulting in the removal of over 500 tons of discarded debris with the help of more than 15,000 volunteers. This waste should really be viewed in pounds, since each discarded piece of debris, every old television set, couch, mattress, tire, rusted barbecue, dirty diaper, old appliance and other trash must be manually hauled out of the area or individually picked up and stuffed into litter bags and carted from the ravines and creeks to waiting drop boxes and trucks. It is pulled from hillsides and fields, and out of ditches, much of it in or dangerously close to waters that are migratory stops and riparian habitat or used by swimmers and fishers, and in the hardest way possible -- with old-fashioned sweat and muscle from places where it is too haphazard for vehicles to go. Even measured in tons, the appalling 500 tons represents one million pounds.... that is:

16,111 old tires....laid end to end they would cross the I-205 bridge more than five times

172,900 pounds of scrap metal....that is the equivalent of 70 cars

315,000 pounds of wood waste and yard debris....would fill 118 drop boxes

that is....15 Jack Gray transport trucks of compacted waste

The effect goes far beyond one day, however. In 1992, with the help of the Association of Oregon Contractors, SOLV undertook to install barricades and plantings, attempting to reduce or eliminate casual access to chronic sites. On the positive side, this has been very effective in eradicating

dumping at these sites. On the down side, however, illegal dumpers have simply moved on to other places. So while the number of "mega dump" sites in isolated locations dumped in for years with little or no clean up has been reduced, and the *scale* of the problem has become somewhat more manageable on a site by site basis, it is tending now to be more widely dispersed into smaller sites that are more accessible and closer to the population. In recent events, partially in response to this changed behavior, the decision was made to focus on the numerous smaller but chronic dumpsites in a general area, while including very large dumpsites in or near the same locale.

The 1993 event had poor weather and did not involve as many volunteers as in previous years, about 1,300, compared with over 2,000. These volunteers cleaning up smaller sites over dispersed areas picked up a lot of waste, more than double that of the previous year. Over 126 tons of mixed solid waste was collected, compared with 63 tons in 1992. Scrap metal at 30 tons was about the same, but the number of tires at 2,474 was less than half of the previous year count of 6,841. The tires included many large truck and farm tires, totaling an actual equivalent of 3,740 tires, but however they are counted, fewer tires is a hopeful sign. The wood waste and yard debris was separated and recycled when possible, though it was generally too contaminated at the smaller sites to successfully retrieve enough to measure. (Availability of curbside recycling for yard debris may be a contributing factor to reducing volumes illegally disposed at sites.)

Metro will be one of four primary event sponsors; the four other primary sponsors are KINK Radio, KGW TV 8, Bank of America, and Weyerhaeuser. Local haulers who have provided pick up in past years are: American Sanitation, Baldwin Sanitary Service, Ege Disposal, Metropolitan Disposal Corporation, Mt. Hood Refuse, Redland Disposal, Sunset Garbage Collection, Swatco Sanitary Service, Walker Garbage Service, Washington County Drop Box, and Waste Management. The estimated cost of the event is \$100,000. In-kind and donated services from organizations and other businesses in the community are solicited by SOLV to help reduce direct costs. Additionally, each primary event sponsor has agreed to provide in-kind services as part of their participation. Metro will provide printing of posters and brochures, site map production, use of clean up equipment on day of event, volunteer recruitment, and assistance with calls in the RIC and Solid Waste reception. The Scope of Work calls for SOLV to perform the following work:

1. Develop and procure all print and electronic media advertisements, recognizing Metro as a primary sponsor along with other sponsors
2. Cleanup Events at Chronic County/City Sites:
Community-based cleanup events will include collection of separated recyclables and/or reusables such as scrap metal, tires, etc. conducted at chronic local sites. The number of events will be determined by early April.

Cleanup of Illegal Dump Sites on Public Land:

- Activities and/or events distinctly different from normal maintenance responsibilities of local governments.
- Installation of prevention devices such as barricades or plantings for sites as appropriate.

3. Provide Metro with a summary report of all illegal dump site cleanups and event highlights.
4. SOLV is responsible for over-all event coordination, including working directly with KINK Radio and other primary sponsors to publicize the event, solicit donations from other businesses and organizations, and recruit and organize volunteers to clean up, drive trucks, unload and transfer debris, and transport to disposal and recycling facilities.

We will again field a team of Metro volunteers to help with clean up. Last year about 50 Metro employees and their families volunteered their Saturday to help with the clean-up at the site of their choice. Anyone reading this staff report is welcome and needed to participate in this event.

BUDGET IMPACT

In FY 1993-94 W\$65,000 is planned for the clean-up program of the Waste Reduction Division. The "SOLV-IT" event meets the program objectives developed for these funds, therefore the requested \$30,000 is set aside in the approved budget for the event.

In-kind contributions from the Solid Waste Department and Public Affairs Department include assistance from the Recycling Information Center in answering cleanup inquiry calls from the public, designing, printing and mailing of event brochures, and operations assistance from Metro disposal facilities.


EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-1914

JM:ay
February 15, 1994
STAF0122.RPT



METRO

DATE: February 15, 1994
TO: Contracts Management
FROM: Judith Mandt, Administrative Manager 
RE: Sole Source Justification for Solid Waste Contract No. 902882 Stop
Oregon Litter and Vandalism (SOLV) \$30,000; 3/15/1994 - 6/15/1994

This contract is a sole source contract with Stop Oregon Litter and Vandalism (SOLV), a state-wide organization whose purpose is to work with local businesses, organizations, governments, and individuals to prevent littering and blight throughout the state. They stage annual events to clean up river shores and the ocean beaches, to correct and prevent community vandalism, and clean up areas subjected to illegal dumping. SOLV is the only organization of its kind in Oregon and is the only entity that stages events of this type in the Metro region, thus necessitating exemption to competitive bidding procedures and initiation of a sole source contract for services.

JM:ay

S:\MANDT\CONTRACTS\SSCONT0215.MMO

Meeting Date: March 10, 1994
Agenda Item No. 7.3

RESOLUTION NO. 94-1915A

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 94-1915, FOR THE PURPOSE OF UPDATING THE REGIONAL SOLID WASTE MANAGEMENT PLAN TO INCLUDE NEW OPTIONS FOR MANAGING THE REGION'S ORGANIC WASTE

Date: March 2, 1994 Presented by: Councilor Monroe

Committee Recommendation: At the March 1 meeting, the Committee voted 4-0 to recommend Council adoption of Resolution No. 94-1915. Voting in favor: Councilors Hansen, McFarland, McLain, and Monroe. Councilors Buchanan and Wyers were absent.

Committee Issues/Discussion: The demise of the Riedel Composter Facility occurred during Council consideration of the FY 93-94 budget. As a result of this action, the Solid Waste Department proposed and the Council approved the dedication of 1 FTE for the development of new options or strategies for dealing with the organic wastestream.

Jeep Reid, staff for the organic wastestream project, reviewed this resolution which presents the results of phase one of the project. During this phase, public workshops were held and data gathered related to the organic wastestream. This work is summarized in the attached document "Organic Waste Planning Project" which includes general and specific recommendations. The resolution would authorize staff to initiate Phase Two of the project which would include revisions of the RSWMP to incorporate strategics for managing the organic wastestream. This work would include an examination of the costs, feasibility and reliability of various management options.

Reid noted that the resolution included a "whereas" clause that assumed Council adoption of Resolution 94-1892, which failed at the February 24 Council meeting. Reid recommended, and the committee adopted an amendment to remove this clause.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF UPDATING	)	RESOLUTION NO. 94-1915A
THE REGIONAL SOLID WASTE)	
MANAGEMENT PLAN TO INCLUDE)	
NEW OPTIONS FOR MANAGING	)	INTRODUCED BY RENA CUSMA
THE REGION'S ORGANIC WASTE	)	EXECUTIVE OFFICER

WHEREAS, The Regional Solid Waste Management Plan includes a mass solid waste composting facility as part of the Metro solid waste system; and

WHEREAS, Metro entered into a Mass Composting Service Agreement with Riedel Environmental Technologies in 1989 to implement these provisions of the Regional Solid Waste Management Plan; and

WHEREAS, The Riedel Mass Composting Facility, which was expected to process 185,000 tons of mixed waste per year, or 17 percent of the wastestream, is no longer operational and the service agreement with Riedel Environmental Technologies is now null and void; and

WHEREAS, The Regional Solid Waste Management Plan, in continuing to recognize and support the state hierarchy (ORS 459.015) for managing solid waste, specifies landfilling as the least preferred option; and

WHEREAS, A public process composed of a series of workshops and a regional conference was held to examine new options for managing organic waste in the Metro region, whose participants included waste generators, waste haulers, waste processors, business leaders, government officials and other interested parties; and

WHEREAS, The public involvement process demonstrated a broad base of support for organic waste management options that are likely to be more cost-effective and environmentally sound than landfilling; and

~~WHEREAS, Resolution No. 93-1892 authorized the revision of Chapter 5, Facilities and such other elements of the Regional Solid Waste Management Plan and Metro Code as may be necessary to prepare a new facility plan, and Chapter 1, Waste Reduction of the Regional Solid Waste Management Plan is also in the process of being revised; and~~

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

BE IT RESOLVED,

1. That the Riedel Mass Composting Facility is no longer a part of the Metro solid waste management system and references to this facility should be removed from the Regional Solid Waste Management Plan and Metro Code, and
2. That the Regional Solid Waste Management Plan should be revised to include new options for reducing the amount of organic waste being landfilled. Such revisions should be incorporated into the ongoing updates of the Regional Solid Waste Management Plan Chapter 5, Facilities and Chapter 1, Waste Reduction.

ADOPTED by the Metro Council this ____ day of _____, 1994.

Judy Wyers, Presiding Officer



METRO

Organic Waste Planning Project

Recommendations to the Metro Council

**As Part of the Regional Solid Waste
Management Plan Update**

February 1994

**Solid Waste Department
600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1650
Fax (503) 797-1795**

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ORGANIC WASTE PLANNING PROJECT

SUMMARY

This report summarizes recommendations that have been received from the public regarding best management practices for organic waste. Taken as a whole, these recommendations form a general strategy for managing organic waste in the Metro region. They are also a starting point for revising the Regional Solid Waste Management Plan.

Key recommendations are:

1. Management methods applied by Metro should be diverse and emphasize reduction and recovery with priority given to those that involve source separation.
2. New recovery programs should target food-related businesses where significant quantities of organic waste are generated. Recovery of *segregated* organic waste from these businesses is likely to be a cost-effective and reliable alternative to the current practice of landfilling and should be pursued by the Metro region.
3. Any soil amendment product that results from organic waste processing must be a marketable and reliable commodity with high quality control and product standards.
4. Metro should employ a phased implementation plan. The next phase should be to confirm costs and reliability of various management options and their applicability to the Metro Solid Waste management system.
5. Metro should establish a focus group consisting of stakeholders from the public and private sectors. This focus group should help resolve issues related to marketing, collecting and processing organic waste.

INTRODUCTION

There is currently no integrated system for managing food and other non-recyclable organic waste in the Metro region. In cooperation with others in the region, Metro is developing an organic waste management strategy as part of a larger planning effort to re-evaluate and update the Regional Solid Waste Management Plan (RSWMP).

PURPOSE

The purpose of this report is to forward recommendations regarding organic waste management to the Metro Council. These recommendations are the result of an extensive public involvement process that included discussions with the Solid Waste Advisory Committee, two workshops attended by delegates from industry, government, and the public, and a conference on organic waste management at which the recommendations in this report were reviewed and compared to management practices in other regions.

Taken as a whole, the recommendations form a general strategy for managing the region's organic waste. Staff will examine a number of recommendations in sufficient detail to prove their feasibility. Once fully developed, the strategy will be incorporated into the ongoing revisions of the waste reduction and facilities sections of the Regional Solid Waste Management Plan. These revisions will be presented to the Metro Council for review and adoption during late 1994.

WHAT IS ORGANIC WASTE?

In the broadest definition, organic waste includes all biodegradable material that is discarded after use. This would include:

1. Organic waste that is currently targeted by existing recycling programs. Examples include corrugated paper and newspaper.
2. Organic waste that is currently targeted by existing composting¹ programs. Examples include backyard composting of residential yard debris and curbside collection and composting of yard debris at one of the existing commercial composting facilities.
3. Non-recyclable organic waste that is not being targeted by existing composting programs. Examples include food waste and non-recyclable scrap paper (e.g., tissue paper and waxed corrugated paper).

The primary focus of this project was to develop a management strategy for the third type of organic waste.

¹For the purposes of this report, "composting" means any processing technology that produces a usable soil product from organic waste. This includes vermiculture.

Estimated annual quantities of organic waste landfilled by the Metro region are shown below.

Estimated Tons Per Year Disposed²:

	Residential Sources	Non-residential Sources
Recyclable Paper		
Corrugated ³	28,900	81,700
Newspaper ³	12,400	11,800
Office ³	4,600	17,200
Magazine ³	4,300	4,000
Book ³	6,200	9,000
Other ⁴	9,000	19,400
Total	65,400	143,100
Non-recyclable Organics		
Paper		
Food container	5,800	8,500
Corrugated ⁵	9,600	27,200
Newspaper ⁵	4,100	3,900
Office ⁵	1,500	5,700
Magazine ⁵	1,400	1,300
Book ⁵	2,000	3,000
Other ⁶	9,000	19,400
Subtotal	33,400	69,000
Food	28,500	30,900
Total	61,900	99,900
Yard Debris Total	92,800	33,000

Note: Table does not include construction and demolition wastes (e.g., wood).

²Tonnages are based on composition percentages from the 1989/90 Metro Waste Characterization Study. Changes in waste composition are likely to have occurred since this study was conducted. Metro is now conducting a new waste characterization study.

³Represents 75% of total disposed, assumes 25% of total is non-recyclable due to food or moisture contamination.

⁴Assumes 50% of total disposed in "other" paper category is recyclable mixed waste paper.

⁵Represents 25 % of total disposed due to food or moisture contamination.

⁶Assumes 50% of total disposed in "other" paper category is non-recyclable paper.

HISTORICAL BACKGROUND

In 1989, the Metro Council adopted an aggressive, but achievable, goal to recover 56 percent of waste generated by the year 2010. Organic waste composting and energy recovery was an essential element of the overall solid waste management plan for the following reasons:

1. Certain options for recovering organic waste were considered to be more cost-effective than landfilling.
2. Because organic waste represents such a large part of the region's waste, achieving long-term waste reduction goals was recognized as being difficult without composting or other recovery alternatives.
3. Landfilling is the least preferred method of waste management in the hierarchy adopted by both the state (ORS 459.015) and Metro (RSWMP Policy 1.0).
4. There are large volumes of organic material available for recovery.

Metro entered into a Mass Composting Facility Service Agreement with Riedel Environmental Technologies in 1988. Riedel was to design, construct, own, and operate a mass composting facility for mixed municipal waste. The intent was to direct mixed waste to the facility with no source separation of organics by the generator or special collection routes by haulers.

The design capacity of the facility was 185,000 tons per year (600 tons per day). This represented approximately 17% of the 1.1 million tons of all waste landfilled each year by the region.

Waste deliveries to the facility began in April 1991. Plant operations were problematic resulting in vigorous complaints from neighbors about odor. Enforcement actions by the Oregon Department of Environmental Quality required Riedel to make significant and expensive plant modifications to abate the odor nuisance. Riedel was unable to construct the required modifications and subsequently requested that waste deliveries to the facility be suspended on January 31, 1992. Operations ceased shortly thereafter. The Riedel facility has not been a functional part of the Metro solid waste management system since waste deliveries were suspended.

The Riedel facility was purchased by Credit Suisse, the bank that had provided financial backing for the project. Credit Suisse was unable to find a new owner/operator and the service agreement was terminated on April 9, 1993. As a result, the region lost a major option for managing organic waste.

THE ORGANIC WASTE PLANNING PROJECT

Recognizing the continuing need to address organic waste and in preparation for revising the facilities and waste reduction sections of the Regional Solid Waste Management Plan, an Organic Waste Planning Project was initiated by the Solid Waste Department in mid-1993.

The project had the following objectives:

1. During the first two quarters of FY 1993-94, identify key issues regarding organic waste management that are of concern to the public, industry, and other governments.
2. Present recommendations to the Metro Executive Officer and Council on best management practices for organic waste that were received during the public involvement process.
3. Revise the Regional Solid Waste Management Plan and implement recommendations that are approved as part of future Metro Solid Waste Department budget proposals.

In addition to periodic presentations to the Solid Waste Advisory Committee, the following series of meetings was used to obtain public input.

Workshop I (September 22, 1993)

Delegates discussed various options for managing source-separated organic waste, "high-grade" organic waste that has minimal contamination by other material, and "low-grade" organic waste that is essentially municipal solid waste as currently delivered to transfer stations.

Workshop II (December 8, 1993)

Delegates evaluated several strategies that were developed by Metro staff based on input received from Workshop I.

Organic Waste Management Conference (January 12, 1994)

Conference participants reviewed the recommendations from the workshops and compared them to work discussed by featured speakers from other communities in the United States and Canada.

PROPOSED STRATEGY FOR MANAGING ORGANIC WASTE

Participants suggested that the general strategy for the Metro region should be to implement flexible, efficient, and reliable practices for managing organic waste in the Metro region.

Key recommendations are:

1. Management methods applied by Metro should be diverse and emphasize reduction and recovery with priority given to those that involve source separation.
2. New recovery programs should target food-related businesses where significant quantities of organic waste are generated. Recovery of *segregated* organic waste from these businesses is likely to be a cost-effective and reliable alternative to the current practice of landfilling and should be pursued by the Metro region.
3. Any soil amendment product that results from organic waste processing must be a marketable and reliable commodity with high quality control and product standards.
4. Metro should employ a phased implementation plan. The next phase should be to confirm costs and reliability of various management options and their applicability to the Metro Solid Waste management system.
5. Metro should establish a focus group consisting of stakeholders from the public and private sectors. This focus group should help resolve issues related to marketing, collecting and processing organic waste.

GENERAL RECOMMENDATIONS

Participants in the workshops and conference offered many suggestions and recommendations on how organic waste can best be managed. The following is Metro staff's summary of what appeared to be the consensus recommendations of the participants.

Recommendations regarding general waste management practices are:

1. Reduce or recycle organic waste before recovery.

Recycling markets and technology currently exist for much of the organic waste that is currently being disposed. One of the best examples is residential "scrap" paper. Participants believed the region's goal should be to expand recycling programs for this type of waste rather than composting or recovering it through alternative technologies.

There are also opportunities for reducing organic waste before it enters the waste stream. One of the best examples is on-site composting of yard debris by households. Participants believed that reduction practices can play a significant role in reducing the quantity of yard

debris and food that is disposed. There was strong support for expanding the home composting programs.

Also, many participants firmly supported the waste management hierarchy adopted by state legislation (ORS 459.015) and by Metro policy (RSWMP Policy 1.0 and 1.4) prioritizes management practices as follows: reduce, reuse, recycle, compost, recover energy, and dispose. Metro was urged to follow this hierarchy to the maximum extent possible in planning and implementation.

2. Feasible alternatives exist for recovery of commercial organic waste if it is source-separated (e.g., composting and vermiculture processing technologies).

Participants agreed that there are feasible options for recovering and processing non-recyclable organic waste (e.g., food, non-recyclable paper) from targeted businesses *if* it is first segregated from other waste.

Businesses and haulers agreed that a commercial composting facility could be competitive with landfilling and perhaps even reduce disposal costs for targeted businesses. This targeted waste stream is a significant portion of all organic waste disposed by the region.

The recommendation is that options for composting food-related business waste be pursued by Metro. This recommendation appeared to be nearly unanimous, probably in large part because of the successes in other communities⁷. More detailed suggestions on how this recommendation should be implemented in the Metro region are described in the sections on "Specific Recommendations" and "Recovery Recommendations (pp. 8-9).

3. Economic incentives and voluntary participation are preferred to legislative bans.

Participants in the workshops and conference generally believed that considerable advances in waste reduction and recovery can be made without bans. The recommendation was to first rely on economic incentives, education, and voluntary participation. If these are not successful in meeting the region's waste reduction goals, then Metro or other governments should reconsider the use of bans.

4. Markets are a key consideration for any commercial recovery program.

Product quality is the critical factor for a successful recovery program. It was universally held that soil products should not pose a threat to the environment or to public health. A majority also agreed that soil products should be produced to meet a demonstrated market demand. In this regard, high quality products were favored because high quality will satisfy a wide range

⁷For example, a pilot project conducted by the Waste Management Authority of Alameda County, California has demonstrated that co-composting source-separated food waste from businesses with yard debris results in a high-quality product at a cost of \$40 to \$50 per ton.

of market demands whereas lower quality products are not so versatile. Participants recommended that Metro assist in the development of product quality standards and guidelines, while establishing a network of potential buyers throughout the region.

5. Responsiveness to changing technologies and markets is important.

Waste management technologies and markets are constantly changing. Metro should help develop a system of managing organic waste that is capable of responding quickly and effectively to these changes. This can be accomplished by implementing a diversity of management options and not relying on a single "fix".

SPECIFIC RECOMMENDATIONS

Recommended practices and programs are:

REDUCE

1. Continue to emphasize home composting of organic waste.
2. Examine opportunities for reduction (or reuse) of commercial organic waste.

RECYCLE

1. Provide recycling opportunities for businesses that generate recyclable paper.
2. Expand residential recycling programs for recyclable paper.

RECOVER

Composting / Vermiculture

1. Emphasize processing (composting, vermiculture) of source-separated organic waste from targeted businesses.
2. Confirm the costs and reliability of processing organic waste from targeted businesses.

Recover Energy

1. Pelletized boiler fuel. Energy recovery is a viable alternative for organic waste that remains after source separation.

RECOVERY RECOMMENDATIONS

Large quantities of organic waste continue to be landfilled despite waste reduction efforts. Because of the inherent nature of these organic wastes (putrescible food waste, food contaminated paper products), typical waste reduction efforts are not suitable for diverting large volumes from the landfill. However, segregation, collection and processing of these wastes is proving to be a very effective management option.

Groceries, restaurants, and other food-related businesses generate a significant proportion of all food and food-contaminated paper waste⁸. Metro should help establish a system of collection, transport, processing, and marketing for source-separated organic waste from these businesses.

The cost-effectiveness and technical feasibility of composting source-separated commercial organic waste has been demonstrated in other areas⁹. Prior to implementation, Metro should confirm the costs and reliability of commercial processing of targeted organic wastes for the Metro solid waste system.

The specific steps recommended to do this are:

1. Metro should coordinate focus groups of affected parties. The project focus group will consist of stakeholders from the public and private sectors. This group will assist resolving issues related to generation, collection, processing and marketing of organic wastes. This process will help ensure an integrated and cooperative approach for organic waste recovery programs.
2. Conduct small-scale test projects demonstrating the feasibility of organic waste recovery. This will include test methods for source separation, collection, transport and processing. Confirming the marketability of the soil products will be a key objective.
3. If feasible, implement phased recovery and processing practices for commercial source-separated organic waste that are demonstrated to be cost-effective and reliable.
4. Expand the recovery operation to include organic waste from households and other businesses *only* if demonstrated to be cost-effective and consistent with the waste management hierarchy.

⁸Recent Metro studies indicate that over 100,000 tons per year of food and non-recyclable paper are disposed by approximately 3,000 food-related businesses in the Metro region. In contrast, if similar organic wastes were to be targeted for recovery from the residential sector, organic waste collected from over 300,000 individual households would only account for approximately 60,000 tons of disposed material each year.

⁹Numerous source-separated commercial organic waste composting programs are already in operation. For example, a facility in Toronto, Ontario, Canada, composts source separated organics from a town of 40,000 people. The regional waste authority in that area has approved a Waste Management Plan that includes a larger facility to compost 160 tons per day of source-separated organic waste. Seattle has demonstrated the feasibility of collecting and composting food waste from food stores. American Soil in New Jersey just received approval to expand its food composting program to a full-scale operation.

SUPPORTING ACTIVITIES:

1. Clear and objective standards for siting solid waste facilities.

Siting a facility to process food and other organic waste will be one of the main obstacles to implementing the recommendations. Metro will need to continue to discuss siting issues with local governments to ensure appropriate zoning for planned solid waste facilities and the adoption of clear and objective standards for siting them (RSWMP Policy 16.2). Urban farmlands are a viable option which should be examined and explored.

2. Regulation of solid waste facilities that accept food, yard debris, and other organic waste.

Compared to existing composting facilities that process clean wood or yard debris, any solid waste facility that processes food will require greater regulatory control to minimize odor and other environmental problems. The revision of the Solid Waste Management Plan should specify what the regulatory role of Metro and other governments will be regarding solid waste composting facilities.

Specific suggestions regarding facility regulation were:

- a. Metro should franchise or license yard debris and other composting facilities.
- b. Part of the franchise agreements with composting facilities should include product standards.

These issues need to be examined in more detail as part of the ongoing update of the Facilities Chapter of the Regional Solid Waste Management Plan.

SUMMARY

Large quantities of potentially recoverable organic waste continue to be landfilled each year. Because of the inherent nature of these wastes, current waste reduction efforts alone are not sufficient to divert significant quantities from landfill disposal. Collection and processing of these organic wastes may prove to be the best management option.

A primary concern when considering recovery and processing as a method for organic waste management is the *marketability* of the end-product. In the past, organic waste management practices relied primarily on the mass composting of municipal solid waste (the Riedel Mass Composting Facility). This composting method focused on processing large quantities of mixed waste, which tends to yield an end-product that has limited marketability.

In contrast, this project takes a new management approach. The strategy will focus on recovering organic wastes from the most concentrated sources (restaurants, grocery stores). These relatively pure loads of recovered waste should provide an exceptionally clean feedstock for processing, thereby ensuring a significantly more marketable end-product.

Important work in organic waste management has begun in other communities throughout North America and Europe. Metro can capitalize on these advances to save both time and money.

ACKNOWLEDGMENTS

Metro thanks the following people for their participation in the organic waste management workshops.

David Allaway, Harding & Lawson
Dave Anderson, American Association of Landscape Architects
Lori Aunan, Oregon State Public Interest Research Group
Domonic Biggi, Oregon Agricultural Products
Nancy Bond, East County Haulers Organization
Bill Bree, Oregon Department of Environmental Quality
Bruce Broussard, Cad Tech
Roger Buchanan, Metro Councilor
Larry Campbell, Clackamas County
Jim Cozzetto Jr., Metropolitan Disposal & Recycling
Charles L. Dannar, CL Dannar Nursery
Jack Deines, Clackamas County Refuse Disposal Association
Pat Elsberry, Oregon Food Bank
Mike Gates, Metro Councilor
Ralph Gilbert, East County Recycling
Vince Gilbert, East County Recycling
Rick Ginter, Blitz Weinhard Brewing Company
Jeff Grimm, Grimm's Fuel
Rob Guttridge, Association of Oregon Recyclers and KB Recycling
Gary Hansen, Multnomah County
Sandi Hansen, Metro Councilor
Holly Halvorson, Washington County
Estle Harlan, Oregon Sanitary Service Incorporated
Jerry Herrmann, John Inskip Environmental Learning Center
Dan and Jane Holcombe, Oregon Soil Corporation
Patricia Honeycutt, National Public Lands Restoration Task Force
Steve Jessop, Scott's Hyponex
Randy Johnson, City of Portland Leaf Compost
Dean Kampfer, Portland Association of Sanitary Service Operators
Susan Kiel, City of Portland Industrial Solid Waste
Kathy Kiwala, City of Lake Oswego
Lynda Kotta, City of Gresham
Ron Lapotin, Oregon Garden Products
John Lewton, Oregon Department of Transportation
Meg Lynch, Resource Recycling Magazine
Darrell Lyons, City of Milwaukie
Betty Malone, Northwest Christmas Tree Association
Theresa Marquez, Oregon Tilth
Cherrie Mathison, Newberg Garbage Service
Ruth McFarland, Metro Councilor

Dan McFarlane, McFarlane's Bark
Susan McLain, Metro Councilor
Pat Merkle, Citizen
Jeff Murray, Far West Fibers
Nanette Newell, Oregon Biotechnology Association
Brian Ostlund, Northwest Christmas Tree Association
Wm. S. Ostrie, Burger King Restaurant Management Northwest
Debbi Palermini, Palermini & Associates
Bob Rice, Oregon Restaurant Association
Dale Richwine, Unified Sewerage Agency
Wayne Rifer, Harding & Lawson
Jeanne Roy, Recycling Advocates
D. "Smokey" Satterlee, Consultant, Retail Grocers
Marvin Schneider, Newberg Garbage Service
Steve Schwab, Clackamas County Refuse Disposal Association
Ken Speigle, Clackamas County Solid Waste
Bill Stewart, W & H Pacific
Wm. W. Von Segen, USDA Forest Service
Dennis L. Wade, Oregon Waste Recyclers Incorporated
Ron Waldren, Nature's
Ed Washington, Metro Councilor
Mark Zinnikey, Oregon Environmental Technologies Association
Susan Ziolk, Clackamas County

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STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 94-1915 FOR THE PURPOSE OF UPDATING THE REGIONAL SOLID WASTE MANAGEMENT PLAN TO INCLUDE NEW OPTIONS FOR MANAGING THE REGION'S ORGANIC WASTE

Date: March 1, 1994

Presented by: Terry Petersen
Jeep Reid

PROPOSED ACTION

The Riedel Mass Composting Facility is no longer a part of the Metro solid waste management system, and there is currently no integrated plan for managing organic waste in the Metro region. There are feasible options for managing organic waste that need to be fully developed and integrated into the Regional Solid Waste Management Plan. Resolution No. 94-1915 directs Metro staff to revise the Regional Solid Waste Management Plan and Metro Code to include new options for managing organic waste.

BACKGROUND

In 1989, the Metro Council adopted an aggressive, but achievable, recovery goal of 56 percent of waste generated by the year 2010. Organic waste composting and energy recovery were an essential element of the overall solid waste management plan for the following reasons:

1. Certain options for recovering organic waste were considered to be more cost-effective than landfilling.
2. Because organic waste represents such a large part of the region's waste, achieving long-term waste reduction goals was recognized as being difficult without composting or other recovery alternatives.
3. Landfilling is the least preferred method of waste management in the hierarchy adopted by both the State (ORS 459.015) and Metro (RSWMP Policy 1.0).

Metro entered into a Mass Composting Facility Service Agreement with Riedel Environmental Technologies in 1989. After some months of operation of the plant, enforcement actions by the Oregon Department of Environmental Quality to correct operational problems required Riedel to make significant and expensive plant modifications to abate a nuisance of odor emanating from the facility.

Riedel was unable to construct the required modifications and subsequently requested that waste deliveries to the facility be suspended on January 31, 1992. Operations ceased shortly thereafter. The Mass Composting Facility Service Agreement was subsequently terminated April 9, 1993.

The Riedel facility has not been a functional part of the Metro solid waste management system since waste deliveries were suspended. As a result, the region has lost a major option for managing organic wastes.

The Organic Waste Planning Project

In preparation for revising the facilities and waste reduction sections of the Regional Solid Waste Management Plan, an Organic Waste Planning Project was initiated. The first phase of this project involved extensive public participation. Discussions were held with the Solid Waste Advisory Committee and two workshops were attended by delegates from industry, government and the public. A regional conference on organic waste management was held so the recommendations from the workshops could be compared to management practices in other regions. Taken as a whole, the recommendations form a general strategy for managing the region's organic waste. The accompanying document entitled Organic Waste Planning Project summarizes the first phase of the project.

During the second phase, staff will confirm the costs, feasibility and reliability of various management options. Confirmed options will be incorporated into the revisions of the Regional Solid Waste Management Plan. These revisions will be presented to the Metro Council for approval during the latter part of 1994.

Implementation of options in the approved Regional Solid Waste Management Plan will constitute the third and final phase of the project.

Summary

Participants in the workshops and conference suggested that the general strategy for managing organic waste in the Metro region should be to implement flexible, efficient, and reliable management options.

Key recommendations are:

1. Management methods applied by Metro should emphasize reduction and recovery with priority given to those that involve source separation.
2. New recovery programs should target food-related businesses where significant quantities of organic waste are generated. Recovery of *segregated* organic waste from these businesses is likely to be a cost-effective and reliable alternative to the current practice of landfilling and should be pursued by the Metro region.
3. Any soil amendment product that results from organic waste processing must be a marketable commodity with high quality control and product standards.
4. Metro should employ a phased implementation plan. The next phase should be to confirm costs and reliability of various management options and their applicability to the Metro Solid Waste management system.

5. Metro should establish a focus group consisting of stakeholders from the public and private sectors. This focus group should help resolve issues related to marketing, collecting and processing organic waste.

Large quantities of potentially recoverable organic waste continue to be landfilled each year. Because of the inherent nature of these wastes, waste reduction efforts alone are not sufficient to divert significant additional quantities from landfill disposal. Separation and collection of these organic wastes for processing may prove to be the best management option.

In contrast to previous recovery plans (the Riedel Mass Composting Facility), this strategy suggests a new management approach. The strategy will focus on recovering organic wastes from the most concentrated sources (e.g., restaurants and grocery stores) by segregating out the organic fraction and processing. These relatively pure loads of recovered waste should provide an acceptably clean feedstock for processing, thereby ensuring a significantly more marketable end-product. Under this scenario, the critical issues of collection, processing and marketing will be addressed before implementation.

RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-1915 for the purpose of revising regional plans for managing organic waste.

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Meeting Date: March 10, 1994
Agenda Item No. 7.4

RESOLUTION NO. 94-1923



METRO

DATE: March 4, 1994

TO: Metro Council
Executive Officer
Agenda Recipients

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 7.4; RESOLUTION NO. 94-1923

The Regional Facilities Committee report on the above-referenced resolution will be distributed in advance to Councilors and available at the Council meeting March 10, 1994.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING	)	RESOLUTION NO. 94-1923
THE REAPPOINTMENT OF MITZI SCOTT)	
TO THE METROPOLITAN EXPOSITION-	)	INTRODUCED BY RENA CUSMA
RECREATION COMMISSION	)	EXECUTIVE OFFICER

WHEREAS, The Metro Code, Section 6.01.030, provides that the Council confirms members to the Metropolitan Exposition-Recreation Commission; and

WHEREAS, The four-year term of member Mitzi Scott expired January 15, 1994; and

WHEREAS, The City of Portland, the nominating jurisdiction, has seen fit to renominate Mitzi Scott for another four year term; and

WHEREAS, The Executive Officer has duly appointed said nominee in conformance with applicable provisions of the Metro Code; and

WHEREAS, The Council finds that Mitzi Scott has exhibited the necessary experience and demonstrated an ongoing commitment to continued service on the Commission; now, therefore,

BE IT RESOLVED,

That Mitzi Scott is hereby confirmed for reappointment as a member of the Metropolitan Exposition-Recreation Commission for the term beginning January 16, 1994 and ending January 15, 1998.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

RESOLUTION No. 35243

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To DON ROCKS	From Britta
Co. Wetco	Co. City Encl.
Dept.	Phone # 823 4085
Fax # 797 1799	Fax #

Nominate Mary C. Scott to serve as a member of the Metropolitan Exposition-Recreation Commission.

WHEREAS, the Executive Officer of the Metropolitan Service District has invited the City to nominate candidates who are residents of the City of Portland to serve as members of the Metropolitan Exposition-Recreation Commission;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Portland, Oregon nominates the following named individual to serve on the Metropolitan Exposition-Recreation Commission:

Mary C. Scott, for a term expiring January 15, 1998.

BE IT FURTHER RESOLVED, that the City Council requests the Executive Officer of the District to appoint, and the Council of the District to confirm, the forenamed individual as a member of the Metropolitan Exposition-Recreation Commission.

Mayor Katz
Jan Hazzard
February 10, 1994

Passed by the Council, **FEB 16 1994**

BARBARA CLARK
Auditor of the City of Portland
By *Britta Olson* Deputy

STAFF REPORT

March 2, 1994

Presented by: Don Rocks

BACKGROUND

Mary C. Scott, AKA "Mitzi" Scott, was a member of the Portland Exposition-Recreation Commission in 1987 when Metro created the Metropolitan Exposition-Recreation Commission. Ms. Scott, as one of two "transition" MERC members nominated by the city, initially served a two year term ending January 15, 1990.

Ms. Scott was subsequently reappointed to serve a full four year term which term expired January 15 of this year. A copy of the city resolution nominating Mitzi Scott for a second four year term and a third appointment is attached.

NOTE: The City of Portland nominates two of the seven commission members. Mr. Sam Brooks, currently MERC Chair, is the city's second nominee and his term expires January 15, 1995.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends council confirmation of the reappointment of Mitzi Scott.

Meeting Date: March 10, 1994
Agenda Item No. 7.5

RESOLUTION NO. 94-1908A



METRO

DATE: March 4, 1994

TO: Metro Council
Executive Officer
Agenda Recipients

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 7.5; RESOLUTION NO. 94-1908A

The Regional Facilities Committee report on the above-referenced resolution will be distributed in advance to Councilors and available at the Council meeting March 10, 1994.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF FUNDING SECOND-YEAR)	RESOLUTION 94-1908A
METROPOLITAN GREENSPACES EDUCATION)	
GRANTS PROGRAM)	Introduced by Rena Cusma,
)	Executive Officer

WHEREAS, On July 23, 1992, through Resolution No. 92-1637, the Metro Council adopted the Metropolitan Greenspaces Master Plan; and

WHEREAS, The Metropolitan Greenspaces Master Plan outlines a commitment to coordinating, interpreting and expanding community knowledge about urban natural resources and sites by working with local school districts, conservation and resource agencies, citizens groups and other providers of environmental education programs; and

WHEREAS, On December 22, 1992, through Resolution No. 92-1720, the Metro Council established Metropolitan Greenspaces Education Grant Program guidelines and funding criteria; now, therefore,

BE IT RESOLVED,

1) That the Metro Council hereby approves the ~~allocation of \$59,000 for the purpose of funding second year Metropolitan Greenspaces education grants~~ recommendation of the Metropolitan Greenspaces Education Grant Review Committee by funding sixteen (16) grants totaling \$59,000 (Exhibit A).

2) That the Metro Council hereby authorizes the Executive Officer to execute agreements with the grantees consistent with the Metropolitan Greenspaces Environmental Education Grants Program (Exhibit B).

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

EXHIBIT A**1993-94 Environmental Education Grant Awards**

APPLICANT	\$ REQUEST	PROJECT	COMMITTEE RECOMMENDATION	PARTNERS
Wilsonville Primary School	\$2,800	Habitat Enhancement and Monitoring	\$2,800	ODF&W, City of Wilsonville, Bosky Deli, and Freeze Frame
Portland State University - Portland Education Network	\$7,996	PSU/Roosevelt H.S. Environmental Path	\$4,345	Portland Education Network, Portland Parks, Roosevelt High School, Metro, and Friends of Smith & Bybee Lakes
CE Mason School	\$4,836	Baseline Data	\$4,000	Textronix and the City of Beaverton
City of Vancouver	\$4,230	Backyard Wildlife Manual	\$4,230	WSU Master Gardeners, Clark Co. Environmental Information Center, and <u>The Columbian</u>
Merlo Station Community School	\$7,760	Interpretive Boardwalk of Nature Park	\$5,060	THPRD, USA, and OGI
West Sylvan Middle School	\$3,455.06	Monitor Wetland Enhancement Project	\$3,000	Catlin Gabel School and PTSA
The Berry Botanic Garden	\$2,045	Puppet Show	\$2,045	Hoyt Arboretum and Leach Botanical Garden

Volunteers of America	\$3,750	Preschool Water Experience Curriculum	\$3,000	Jackson Bottom and OMSI
Jackson Bottom Wetlands Preserve	\$5,950	Two-Hour Field Program	\$3,500	Wash. Co. ESD, USA, and Friends of Smith & Bybee Lakes
Irvington School	\$8,000	Urban Water Cycle Program	\$4,000	Mt. Hood Forest, PTA, and Portland Water
Oregon Trout	\$7,150	Salmon Watch Sponsor	\$4,000	ODF&W, Mult Co, PGE, and Mt. Hood Forest
Friends of Laurelhurst Park	\$520	Botanical Identification	\$520	Portland Parks, Portland Public Schools, and Glencoe PTA
Milwaukie High School	\$7,899	JCC Park Restoration	\$3,200	Portland Parks, BES, and ODF&W
Saturday Academy	\$8,000	Teacher Training	\$4,000	Oregon Parks and Oregon Education
Oregon Museum of Science and Industry (OMSI)	\$8,000	Greenspaces Guide	\$6,000	Mult Co ESD and Washington Co ESD
The Fernhill Wetlands Council	\$6,000	Wetland Instruction	\$5,300	Pacific University, USA and City of Forest Grove
TOTAL \$ AMOUNT	\$88,391.06		\$59,000	

EXHIBIT B

Project: Greenspaces Education

Contract No. _____

CONTRACTUAL AGREEMENT

Greenspaces Education Grant

This Agreement, dated this _____ day of _____, 199_, is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and _____, (hereinafter referred to as "Recipient"), and shall remain in full force and effect for the period _____, 199_, to _____, 199_.

W I T N E S S E T H:

WHEREAS, Metro and Recipient have mutual interests in the accomplishment of a specific demonstration project to encourage environmental awareness and educate citizens about the regional nature of greenspaces through coordinated programs of information, technical advice, interpretation, and assistance (hereinafter referred to as "Project"), desire to jointly participate in that Project, and have agreed on the Scope of Work for said Project as outlined in Attachment "A" included herein; and

WHEREAS, Metro has received a grant from the U.S. Fish and Wildlife Service and a portion of said grant has been set-aside for education grants; and

WHEREAS, Metro and Recipient have agreed that this Project will be funded no more than fifty percent (50%) by Metro through those grant funds and by at least fifty percent (50%) funding by Recipient, either through cash or in-kind contributions;

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the parties hereto as follows:

1. Project Declaration:

Metro hereby approves the Project proposal and authorizes Recipient to proceed with the Project in accordance with the Scope of Work included as Attachment "A."

2. Funding:

The total estimated cost of the Project is _____ AND NO/100s DOLLARS (\$____.00) with Metro's participation limited to the lesser of _____ AND NO/100s DOLLARS (____.00) or FIFTY PERCENT (50%) of actual Project cost. The Recipient shall in the first instance, pay all the costs of the Project and then request reimbursement upon completion of the Project. Upon receipt of an invoice from Recipient, Metro shall submit said costs to U.S. Fish and Wildlife Service for reimbursement. Upon receipt of said funds, Metro will issue payment to Recipient. Detailed terms of the arrangements are set forth in Attachment "B" of this Agreement.

3. Funding Limitation:

Metro through the above cited grant from the U.S. Fish and Wildlife Service has established this Agreement with the sole purpose of promoting the Greenspaces Program through funding of this community Project. Therefore, while accepting a leadership role, Metro neither intends nor accepts any direct involvement in this Project which can or could be construed to result in supervisory responsibility during the course of construction, and upon completion of the Project there will be no further obligations on the part of Metro and U.S. Fish and Wildlife Service.

4. Funding Requirements:

Recipient agrees to comply at all times with provisions of the Greenspaces Restoration Grant between U.S. Fish and Wildlife Service, U.S. Department of the Interior and Metro, which appear as Attachment "C" to this Agreement and by this reference are made a part hereof.

5. Situs:

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply to this contract, and all statutory, charter and ordinance provisions that are applicable to public contracts in the state of Oregon shall be followed with respect to this contract.

6. Funding Declaration:

Recipient will document on-site, on final products and/or through visual presentations that partial funding came from the Greenspaces Program of Metro and the U.S. Fish and Wildlife Service.

7. Indemnification:

Recipient shall indemnify Metro and its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property

damage, arising out of or in anyway connected to the tortuous acts of the Recipient's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement.

Metro shall indemnify Recipient and its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in anyway connected to the tortuous acts of Metro's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS Chapter 30.

8. Termination for Cause:

Metro may terminate this Agreement in full, or in part, at any time before the date of completion, whenever Metro determines, in its sole discretion, that Recipient has failed to comply with the conditions of this Agreement and is therefore in default. Metro shall promptly notify Recipient in writing of that determination and document such default as outlined hereinbelow.

In this, and all instances, Metro shall only reimburse Recipient to the extent of federal reimbursement for the completion of the project. If there is no federal reimbursement for an incomplete project, Recipient will receive no reimbursement.

9. Documentation of Default:

Recipient shall be deemed to be in default if it fails to comply with any provisions of this Agreement or if its progress in performance of its obligations is so unsatisfactory that contract performance of the Scope of Work of this Agreement is seriously impaired.

Prior to termination under this provision, Metro shall provide Recipient with written notice of default and allow Recipient thirty (30) days within which to cure the defect. In the event Recipient does not cure the defect within thirty (30) days, Metro may terminate all or any part of this Agreement for cause. Recipient shall be notified in writing of the reasons for the termination and the effective date of the termination.

Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

If, after notice of termination, Metro agrees or a court finds that Recipient was not in default or that the default was excusable, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of Recipient, Metro may allow Recipient to continue work, or both parties may treat the termination as a joint termination for convenience whereby the rights of the Recipient shall be as outlined hereinbelow.

10. Joint Termination for Convenience:

Metro and Recipient may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective upon ten (10) days written notice of termination issued by Metro subject to that mutual agreement.

Upon termination under this provision, Recipient shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs subject to the inherent limitation that Metro shall only be responsible to Recipient to the extent, if any, of federal reimbursement.

Within thirty (30) days after termination pursuant to this provision, Recipient shall submit an itemized invoice(s) for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all close-out costs actually incurred by Recipient.

Metro shall not be liable for any costs invoiced later than thirty (30) days after termination unless the Recipient can to Metro's full satisfaction show good cause beyond the Recipient's control for the delay.

11. Documents are Public Property:

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the Project shall become public property.

12. Project Records:

Comprehensive records and documentation relating to the Scope of Work and all specific tasks involved in the Project shall be maintained by Recipient.

Recipient shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.

13. Audits, Inspections, and Retention of Records:

Metro, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of Recipient's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement.

All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by Metro and Recipient and all of its contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

A final determination of the allowability of costs charged to the Project may be made on the basis of an audit or other review. Any funds paid to Recipient in excess of the amount to which Recipient is finally determined to be entitled under the terms of this Agreement constitute a debt to Metro, and shall be returned by Recipient to Metro.

14. Copyright, Patent Rights, Trademarks, and Trade Secrets:

Recipient shall hold Metro harmless, indemnify and pay the entire cost of defending any claim or suit brought against Metro for alleged infringement of a copyright, patent, trademark, or trade secret based on work products supplied by Recipient or infringements caused by Recipient.

Metro shall hold Recipient harmless, indemnify and pay the entire cost of defending any claim or suit brought against Recipient for alleged infringement of a copyright, patent, trademark, or trade secret based on work products supplied by Metro or infringements caused by Metro subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

15. Law of Oregon:

This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the courts of the state of Oregon.

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 provisions were a part of this Agreement including, but not limited to, ORS 279.015 to 279.320.

Specifically, it is a condition of this Agreement that Recipient 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.

16. Assignment:

Recipient may not assign, delegate, or subcontract for performance of any of its responsibilities under this Agreement without prior written consent from the Metro representative.

17. Severability:

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

18. Entire Agreement:

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. Recipient, by the signature below of its authorized representative, hereby acknowledges that Recipient has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth below.

RECIPIENT'S NAME

METRO

Date

Date

APPROVED AS TO FORM

APPROVED AS TO FORM

Date

Date

s:\pdf\cont\94\903__

ATTACHMENT "A"

SCOPE OF WORK

1. _____'s application for Greenspaces education funds, Exhibit 1 hereto, outlines the specific tasks to be carried out.
2. The work activities which are covered under this Greenspaces Education Grant may be carried out during the period: _____, 199_, to _____, 199_.
3. All tasks and program activities funded by this Greenspaces Education Grant are subject to Metro and U.S. Fish and Wildlife Service audit.
4. Recipient agrees to carry out the items outlined in Exhibit 2 hereto.

Project: Greenspaces Education
Contract No. _____

ATTACHMENT "B"

BUDGET AND METHOD OF PAYMENT

1. Funds which are reimbursable shall not exceed \$____.00.
2. A 50 percent local match is required (cash or in-kind).
3. Recipient may bill Metro on a quarterly basis or at the completion of the Project. It will take approximately sixty (60) business days for Metro to transfer funds to the Recipient. Metro must bill and receive full payment from the U.S. Fish and Wildlife Service prior to a corresponding payment to Recipient.
4. Prepare all billings by completion, execution and submission of the standard form(s) attached.
5. All payments are subject to audit(s) by Metro and U.S. Fish and Wildlife Service.
6. Promptly provide Metro's Accounting Division with a copy of any subsequent single audit report for this Project as required by the Single Audit Act of 1984 and thereby demonstrate full and complete compliance with all grant requirements.

Metro Contract No. _____

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1908A, FOR THE PURPOSE OF FUNDING SECOND-YEAR METROPOLITAN GREENSPACES EDUCATION GRANTS PROGRAM

Date: 22 February 1994

Presented by: Ron Klein

PROPOSED ACTION

Resolution No. 94-1908A requests the expenditure of \$59,000 for the funding of sixteen (16) second-year Metropolitan Greenspaces grants for education programs in support of relevant goals in the Metropolitan Greenspaces Master Plan.

BACKGROUND AND ANALYSIS

On December 22, 1992, the METRO Council passed Resolution No. 92-1720 establishing the Metropolitan Greenspaces Education Grant Program, its guidelines, and funding criteria. In the first year, thirteen (13) grants totalling \$45,740 were awarded through a competitive committee review process.

Education grant funds (up to \$54,260) are available for a second-year round of awards supported through the U.S. Fish & Wildlife Service Metropolitan Greenspaces grant to METRO. An additional \$10,000 in excise tax revenue is allowed by the Council in FY 93-94 for educational purposes. In September 1993, over 600 second-year grant announcements were sent to schools, appropriate nonprofit groups, and natural resource agencies in the metropolitan area. Fifty (50) grant applications were requested in response to the announcement of which twenty-one (21) completed applications were received by the November 15, 1993 deadline.

A Metropolitan Greenspaces Education Grant Committee (Attachment A) evaluated the applications based on guidelines and funding criteria established in Resolution No. 92-1720 (Attachment B). Of the 21 applications submitted requesting \$116,994, the committee recommended funding 16 projects totaling \$59,000. Grantees were given notice of the recommended funding level for their grant proposal on December 17, 1993.

The recommended proposals feature projects that are regionally distributed, including Clark County, Washington and involve a variety of hands-on, innovative greenspace activities for students and teachers. A minimum of three partners and at least a 1:1 match of grant funds is reflected in each proposal to maximize cost effectiveness and scope of the projects. Each grantee will enter into a contractual agreement with METRO, subject to approval of Resolution No. 94-1908A.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 94-1908A.

**METROPOLITAN GREENSPACES
SECOND-YEAR EDUCATION SMALL GRANTS PROGRAM
REVIEW COMMITTEE**

**Sandi Hansen
METRO Council
600 N.E. Grand Avenue
Portland, OR 97232
797-1555**

**Pat Lee
METRO Regional Parks & Greenspaces
600 N.E. Grand Avenue
Portland, OR 97232
797-1739**

**Rex Ettlin
Multnomah County ESD
7024 S.E. Pine Street
Portland, OR 97215
255-4868**

**Steve Wille
U.S. Fish & Wildlife Service
2600 SE 98th Ave, Suite 100
Portland, OR 97266
231-6179**

**Donna Parsons
Meyer Memorial Trust
1515 SW 5th Avenue, Suite 500
Portland, OR 97201
228-5512**

**Pat Goodrich
7542A SW Barnes Road
Portland, OR 97225
297-9016**

**Jane McNab Dow
1707 N.W. 65th Street
Vancouver, WA 98663-1018
(206) 260-5148**

**John Scott
4400 S.W. 78th
Portland, OR 97225
292-4838**

Please rate applicants on each factor, using a value of between 1 and 5 as your score, with 5 being the highest rating:

Educational Content/Values (total points possible: 30)

1. ecological concepts, relationship to urban ecosystems
2. relevance to Metropolitan Greenspaces program goals
3. significance, meeting specific environmental education needs
4. interdisciplinary nature or possibilities
5. measurable educational objectives

TOTAL POINTS

Rating Score

_____	X 2 =	_____
_____	X 1 =	_____
_____	X 1 =	_____
_____	X 1 =	_____
_____	X 1 =	_____

Delivery/Implementation Approach (total points possible: 30)

1. creativity, innovation
2. hands-on application
3. ability to reach diverse audiences
4. long-term sustainability of project

TOTAL POINTS

_____	X 2 =	_____
_____	X 2 =	_____
_____	X 1 =	_____
_____	X 1 =	_____

Qualifications of Partners (total points possible: 20)

1. ability to carry out proposed project
2. ability to complete project in time frame
3. relevance to mission and goals of applicants
4. staff experience as environmental education providers

TOTAL POINTS

_____	X 1 =	_____
_____	X 1 =	_____
_____	X 1 =	_____
_____	X 1 =	_____

Financial Qualifications (total points possible: 20)

1. cost-effectiveness of project
2. realistic budget
3. at least 1:1 value match to grant funds
4. level of commitment of partners

TOTAL POINTS

_____	X 1 =	_____
_____	X 1 =	_____
_____	X 1 =	_____
_____	X 1 =	_____

Combining the total points from each section, the OVERALL APPLICANT SCORE is

Meeting Date: March 10, 1994
Agenda Item No. 7.6

RESOLUTION NO. 94-1918A



METRO

DATE: March 4, 1994

TO: Metro Council
Executive Officer
Agenda Recipients

FROM: Paulette Allen, Clerk of the Council

RE: AGENDA ITEM NO. 7.6; RESOLUTION NO. 94-1918A

The Regional Facilities Committee report on the above-referenced resolution will be distributed in advance to Councilors and available at the Council meeting March 10, 1994.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENTERING INTO	) RESOLUTION NO. 94-1918A
A MEMORANDUM OF UNDERSTANDING)
WITH THE FRIENDS OF FOREST PARK	) Introduced by Rena Cusma,
FOR RECEIPT OF A LAND DONATION	) Executive Officer
AND RELATED EASEMENTS)

WHEREAS, On July 23, 1992, by Resolution No. 92-1637, the Metro Council adopted the Metropolitan Greenspaces Master Plan (Master Plan); and

WHEREAS, A goal of the Master Plan is to "Protect and manage significant natural areas through partnership with ...nonprofit organizations....and Metro."; and

WHEREAS, The Master Plan identifies privately owned lands scattered throughout Forest Park as regionally significant greenspaces to be protected; now, therefore,

BE IT RESOLVED,

1. That the Council adopts the Memorandum of Understanding (MOU) between the Oregon nonprofit corporation, Friends of Forest Park, and Metro (as described in Exhibit A) outlining a framework for the purpose of donating land in Forest Park to Metro for a public park, to be owned and maintained by Metro.

2. That the Council authorizes the Executive Officer to take the actions necessary to allow the District to fulfill the MOU.

3. That if this MOU resolution is adopted by Council, a resolution accepting the deed to the property (see Exhibits B and C) will be forwarded to Council for consideration at a future date.

ADOPTED by the Metro Council this ____ day of _____, 1994.

Judy Wyers, Presiding Officer

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Friends of Forest Park (FOFP), an Oregon nonprofit corporation, and Metro.

- A. FOFP is the owner of a parcel of 38 acres of real property (Old Growth Grove, or, Grove) located in Multnomah County and described in Exhibit B. The Grove is a biologically and historically unique remnant of the old growth forest that once covered much of the Portland area. The Grove was purchased by FOFP to preserve it in its natural state, to help protect the wildlife corridor connecting Forest Park to the Coast Range, and to provide the recreational, educational and other benefits that may be realized by having the grove open to public access, so long as such access does not endanger the Grove's viability and natural progression as an old growth forest.
- B. FOFP has acquired certain perpetual access easements with the purchase of the Grove. These easements will provide access to the Grove, and could also form part of a future linkage to Forest Park and a larger regional trail system. Specific conditions, covenants, and restrictions related to the Grove and access easements are detailed in Exhibit C. In addition, certain conservation easements have also been acquired, which FOFP will retain, but which may in the future be transferred to Metro.
- C. This MOU is entered upon for the purpose of making the Grove a public park, to be owned and maintained by Metro.
- D. All understandings stipulated in this MOU are intended to continue to apply to any organization that succeeds FOFP for the purpose of providing stewardship for the Grove and its environs.

PROPERTY TRANSFER

FOFP intends to donate the Grove, with all related access easements, to Metro. If approved by the Metro Council, this transfer could occur within *three months* from the date this MOU has been approved by both parties. The deed of transfer will contain restrictions to ensure that the Grove be administered and maintained in perpetuity for the purposes stated in item A above. If Metro takes any action that compromises this purpose, or if a public park has not been substantially completed, with access and enjoyment available to the public, by three years from the date of completion of a management plan for the site, the property shall be returned to FOFP.

Memo of Understanding
Old Growth Grove
Page 2

PARK RECREATION

1. FOFP and Metro, through its Regional Parks & Greenspaces Dept., will work cooperatively, before and after the transfer of ownership, to complete the creation of the public park. FOFP may take actions at its discretion, between now and the completion of the public park, that will accelerate and facilitate the mandated steps for establishing a public park if such actions are consistent with the development or implementation of an approved management plan and approved by Metro's Regional Parks & Greenspaces Dept. FOFP will also erect specific signage acknowledging the patrons of the park on or near the location of the parking site or trail head. FOFP will consult with Parks & Greenspaces before undertaking such actions, so that any actions will be consistent with the approved management plan and other applicable ordinances and regulations.
2. After the transfer of ownership, FOFP may contribute services or funds to be used for designated purposes associated with creation of a public park. Metro will create a special interest-bearing fund to hold contributions.
3. Metro shall accept, subject to deed restrictions and conditions, ownership of the Grove, and subject to appropriations by the Metro Council or the availability of other funds, pursue the development of a management plan, implementation of such plan, and assume maintenance and operation responsibilities upon completion. FOFP agrees to offer its assistance in efforts to secure necessary funds and other resources or materials which will be required for plan development and implementation.
4. FOFP shall defend, indemnify, and hold harmless Metro, its elected officials, employees, and agents from any and all claims which may arise or be related to ownership and management of the Grove and associated access easements until such time that ownership of the Grove and access easements are conveyed to Metro.

METRO

By _____
Rena Cusma, Executive Officer

Date _____

AFTER RECORDING RETURN TO:
Friends of Forest Park
PO Box 2413
Portland, Or. 97208
SEND TAX STATEMENTS TO ABOVE

BOOK 2719 PAGE 1631

Exhibit B - Page 1

DEED

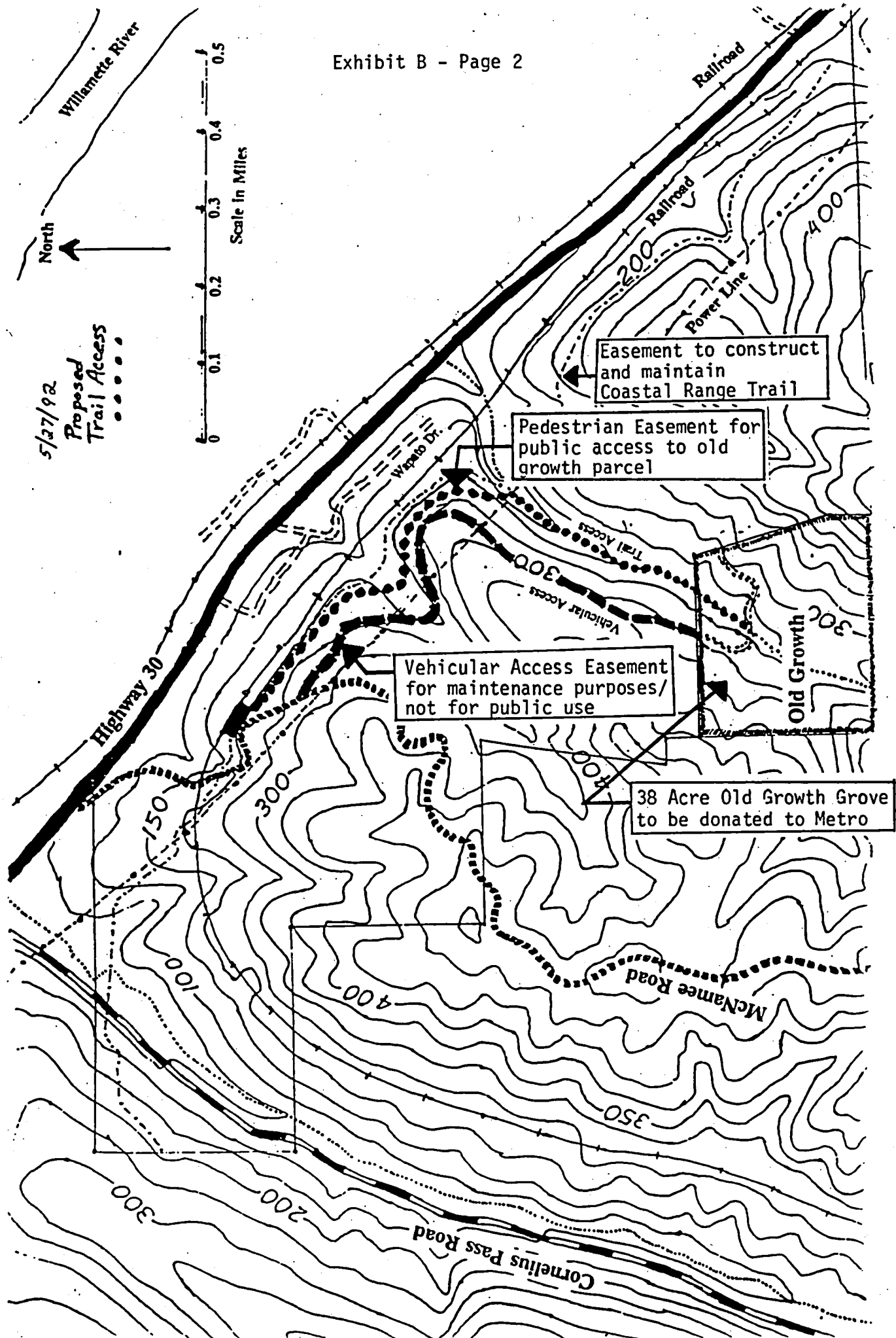
AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon nonprofit corporation, Grantee, that certain real property in the Southwest quarter of Section 20, Township 2 North, Range 1 West, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Beginning at the southwest corner of said Section 20; thence south 88°43'46" east along the south line of said Section 20, 1,455.40 feet to an iron rod; thence north 0°50'41" east 308.33 feet to an iron rod; thence north 18°31'04" west 954.64 feet to an iron rod; thence north 89°38'15" west 1,226.02 feet to an iron rod on the west line of said Section 20; thence south 3°21'00" east along said west line 1,191.03 feet to the point of beginning, containing 38.00 acres.

RESERVING, HOWEVER, unto Grantor a perpetual easement for use of the existing road over and across the said real property, the centerline location for the said road being described on Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "the road," for ingress to and egress from for any purpose and appurtenant to any part of other real property owned by Grantor and described in Exhibit B attached hereto and by this reference made a part hereof, excepting the 38 acres above-described, hereinafter referred to as "the retained property." For so long as Grantor holds title to any of the retained property, Grantor shall have the exclusive and sole right (1) to grant use of the road for any term and for any purpose and to make the road appurtenant to any other lands which the road may serve for ingress and egress, and (2) to dedicate the road to

This document used for record by
Fidelity National Title Company as an
accommodation only. It has not been
examined as to its execution or as to
its effect upon the title.

FIDELITY NATIONAL TITLE 513654-1



AFTER RECORDING RETURN TO:
Friends of Forest Park
PO Box 2413
Portland, Or. 97208
SEND TAX STATEMENTS TO ABOVE

BOOK 2719 PAGE 1631

Exhibit C

DEED

AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon nonprofit corporation, Grantee, that certain real property in the Southwest quarter of Section 20, Township 2 North, Range 1 West, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Beginning at the southwest corner of said Section 20; thence south 88°43'46" east along the south line of said Section 20, 1,455.40 feet to an iron rod; thence north 0°50'41" east 308.33 feet to an iron rod; thence north 18°31'04" west 954.64 feet to an iron rod; thence north 89°38'15" west 1,226.02 feet to an iron rod on the west line of said Section 20; thence south 3°21'00" east along said west line 1,191.03 feet to the point of beginning, containing 38.00 acres.

RESERVING, HOWEVER, unto Grantor a perpetual easement for use of the existing road over and across the said real property, the centerline location for the said road being described on Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "the road," for ingress to and egress from for any purpose and appurtenant to any part of other real property owned by Grantor and described in Exhibit B attached hereto and by this reference made a part hereof, excepting the 38 acres above-described, hereinafter referred to as "the retained property." For so long as Grantor holds title to any of the retained property, Grantor shall have the exclusive and sole right (1) to grant use of the road for any term and for any purpose and to make the road appurtenant to any other lands which the road may serve for ingress and egress, and (2) to dedicate the road to

513654-1
FIDELITY NATIONAL TITLE
This instrument must be recorded by Fidelity National Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

public use simultaneously with dedication to public use of additional parts of the road which connect to an already public road.

SUBJECT, MOREOVER, to a restriction to leave, maintain, and preserve the real property hereby conveyed perpetually in a natural state and condition, but nonetheless to be able to construct and maintain pedestrian trails thereon, to prevent and repair erosion damage, to fall dead trees, to fall and remove dead or windthrown stands or groups of trees, and to control noxious plants, animals, or insects including by falling and removal of individual trees. The burden of the restriction hereby imposed shall run with the real property hereby conveyed and shall be binding upon Grantee, its successors and assigns. The benefit of the restriction hereby imposed shall run with the retained property and shall be for the benefit of and be enforceable by any owner in fee of any portion of the retained property.

For ninety years from the date hereof the real property hereby conveyed shall be and remain subject to levy, free of the restriction imposed by the foregoing paragraph, for reimbursement and indemnity of Grantor and of any owner in fee of any portion of the retained property for any liability to third persons which hereafter may be incurred by Grantor, or any of Grantor's successors to any of the retained property, other than for gross negligence, arising from any use or uses permitted by Grantee or Grantee's successors (1) of the real property hereby conveyed or (2) of the Conservation Easement, or (3) of the Easement for Coast Range Hiking Trail, or (4) of the Pedestrian Easement, or (5) of

the Vehicular Easement, all conveyed by Grantor to Grantee simultaneously with conveyance of this Deed.

The true consideration for this conveyance and other grants and conveyances of easements made by Grantor to Grantee of even date herewith is \$580,000.

Until a change is requested, all tax statements are to be sent to the following address:

The Friends of Forest Park
c/o James D. Thayer
121 S.W. Salmon Street
Suite 1100
Portland, Oregon 97204.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED this 14 day of January, 1992.

AGENCY CREEK MANAGEMENT CO.

By John C. Hampton
Its President

STATE OF OREGON)
) ss.
County of Washington)

Before me this 14th day of January, 1992, appeared the above JOHN C. HAMPTON, who said he was the President of AGENCY

CREEK MANAGEMENT CO. and was authorized to execute and did execute the foregoing Deed as the free act and deed of said corporation.

Victoria J Shaylor
Notary Public for Oregon
My commission expires: 9/03/92

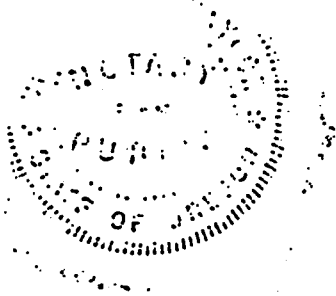


EXHIBIT A

Beginning at a point on the East line of above described 38.00 acre tract, said point being South 18 31' 04" East 240.74 feet from the Northeast corner of said tract; thence along the arc of a 240.44 foot radius curve to the left 71.36 feet, the long chord of which bears South 87 08' 47" West 71.10 feet; thence South 78 38' 38" West 56.51 feet; thence along the arc of a 112.46 foot radius curve to the left 110.23 feet, the long chord of which bears South 50 33' 46" West 105.87 feet; thence South 22 28' 53" West 61.20 feet; thence along the arc of a 123.00 foot radius curve to the right 158.69 feet; the long chord of which bears South 75 31' 15" West 147.91 feet; thence North 51 26' 24" West 47.58 feet; thence along the arc of a 123.04 foot radius curve to the left 137.61 feet, the long chord of which bears North 83 28' 42" West 130.55 feet; thence South 64 29' 02" West 66.66 feet; thence along the arc of a 77.13 foot radius curve to the right 179.86 feet, the long chord of which bears North 48 42' 38" West 141.79 feet; thence North 18 05' 42" East 182.56 feet; thence along the arc of a 258.77 foot radius curve to the left 98.78 feet, the long chord of which bears North 7 09' 30" East 98.18 feet; thence North 3 46' 36" West 11.75 feet; thence along the arc of a 116.34 foot radius curve to the right 15.31 feet, the long chord of which bears North 0 00' 27" West 15.30 feet to a point on the North line of said 38.00 acre tract, said point being North 89 38' 15" West 563.79 feet from the Northeast corner thereof.

EXHIBIT B

Order No. 402172

PARCEL I:

Lots 1 through 5, inclusive, and Lots 12 through 18, inclusive, Block 4, BURLINGTON, except those portions of Lots 12 through 18 taken for the establishment of N.W. St. Helens Rd.

Lots 1 through 12, inclusive, and Lots 15 through 18, inclusive, Block 5, BURLINGTON, except those portions of Lots 10 through 12 and Lots 15 through 18 taken for the establishment of N.W. St. Helens Rd..

Lots 1, 2, Lot 6 through 19, inclusive, and Lots 25 and 26, Block 6, BURLINGTON, except those portions of Lots 14 through 19 taken for the establishment of N.W. St. Helens Rd.

Lots 1 through 4, inclusive, Block 7, BURLINGTON, except those portions of Lots 3 and 4, taken for the establishment of N.W. St. Helens Rd.

Lots 4 through 9, inclusive, Lots 10 through 14, inclusive and Lots 22 through 25, inclusive, Block 10, BURLINGTON, except those portions of Lots 8, 9, 10 through 14 and 22 through 25 taken for the establishment of NW St. Helens Rd.

Lots 1 through 22, inclusive, Block 11, BURLINGTON.

Lots 1 through 11, inclusive and Lots 13 through 25, inclusive, Block 12, BURLINGTON.

Lots 1 through 3, inclusive, Lots 9 through 14, inclusive, and Lots 16, 24 and 25, Block 15, BURLINGTON.

Lots 1 through 7, inclusive and Lots 12 through 18, Block 16, BURLINGTON.

Lots 1 through 14, inclusive, Block 17, BURLINGTON.

Lots 1 through 7, inclusive, Block 18, BURLINGTON, except that portion of Lot 7 taken for the establishment of N.W. St. Helens Rd..

Block 19, BURLINGTON, except that portion taken for the establishment of N.W. St. Helens Rd.

Block 20, BURLINGTON.

Lots 1 through 16, inclusive, Block 21, BURLINGTON.

Lots 1 through 10, inclusive, Block 22, BURLINGTON.

Lots 1 through 5, inclusive, and Lots 7 through 13, Block 23, BURLINGTON.

Order No. 402172

Lots 1, 2 and 4 through 11, inclusive, Block 24, BURLINGTON.

Lot 8 and Lots 10 through 19, Block 25, inclusive, Block 25, BURLINGTON.

Block 26, BURLINGTON.

Lots 1 and 2, Block 27, BURLINGTON.

Lots 1 through 14, inclusive, Block 28, BURLINGTON.

Lots 1 through 17, inclusive, Block 29, BURLINGTON.

Lots 1 through 14, inclusive, Block 36, BURLINGTON.

Lots 1 through 7, inclusive, Block 37, BURLINGTON.

Lots 1 through 5, inclusive, Block 38, BURLINGTON.

Lots 1 through 13, inclusive, Block 39, BURLINGTON.

Lots 1 through 15, inclusive and Lots 17 through 19, Block 40, BURLINGTON.

Lots 1 through 5, inclusive, Block 41, BURLINGTON.

Lots 1, 2 and 3, Block 42, BURLINGTON.

Lots 1 through 8, inclusive, Block 43, BURLINGTON.

Lots 1 and 2, Block 44, BURLINGTON.

Lots 1 through 16, inclusive, Block 45, BURLINGTON, except that portion of Lots 6 through 9 taken for the widening of McNamee Rd.

Lots 1 through 5, inclusive, Block 46, BURLINGTON.

Lots 1 through 6, inclusive, Block 47, BURLINGTON.

Lots 1 through 28, inclusive, Block 48, BURLINGTON, except that portion of Lots 1, 6 and 9 taken for the widening of McNamee Rd.

Lots 1 through 43, inclusive, Block 49, BURLINGTON.

Lots 1 through 12, inclusive, Block 50, BURLINGTON.

Lots 1 through 10, inclusive, and Lots 12 and 13, Block 51, BURLINGTON.

Lots 1 through 7, inclusive, Block 52, BURLINGTON.

Lots 1 through 7, inclusive, Block 53, BURLINGTON.

all in the County of Multnomah and State of Oregon.

PARCEL II:

A tract of land in the Northeast one-quarter of Section 19, Township 2 North, Range 1 West, described as follows:

Beginning at the quarter corner between Sections 19 and 20, Township 2 North, Range 1 West Willamette Meridian; running thence South 89 degrees 23' West 1333.7 feet to the Southwest corner of Southeast one-quarter of Northeast one-quarter of Section 19; thence North 0 degrees 36' East 1300.2 feet to the Northwest corner of southeast one-quarter of Northeast one-quarter of Section 19; thence South 89 degrees 20' West on the South line of the Northwest one-quarter of the Northeast one-quarter of Section 19, 538.79 feet to the Southeasterly line of the United Railway Company's right-of-way; thence following said Southeasterly line of right-of-way on a curve to the right of 1287.3 foot radius, 1908.3 feet to the line between Sections 19 and 20; thence South 1 degree 47' West on said line between Sections 19 and 20, 1700.06 feet to the place of beginning.

PARCEL III:

A tract of land described as follows:

Beginning at the section corner of 19,20,29,30 in Township 2 North Range 1 West, this being the Southwest corner of Section 20; thence North 1,642.0 feet, to the South line of the John G. Tomlinson donation land claim which is also the South line of Burlington, thence East along South line of said claim, 1,213.04 feet to the East line of Lanoche Drive as platted in platte of Burlington, thence Northeasterly along Easterly line of Lanoche Drive, 1,744.0 feet to the United Railway Company's right-of-way Westerly boundary thence Southeasterly along said right-of-way to point where right-of-way boundary intersects the South line of Section 20, thence West 4501.95 feet to the Southwest corner of Section 20 to place of beginning.

~~Attachment A~~

Access Easements for 16900 NW McNamee Road

The easements for vehicular and pedestrian access to Parcel 2, including maintenance responsibilities therefor, are described in the attached Deed, Vehicular Easement, Pedestrian Easement, and Easement for Coast Range Hiking Trail. Division of the land and access to the land by the said easements are the subject of Multnomah County land planning and development decisions LD 8-92, #50 and MC 1-92, #50.

AFTER RECORDING RETURN TO:
 Friends of Forest Park
 PO Box 2413
 Portland, Or. 97208

CONSERVATION EASEMENT

AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon non-profit corporation, Holder, whose purposes and powers include retaining the natural, scenic or open-space values of real property and protecting natural resources, a perpetual Conservation Easement, as generally defined in Oregon Revised Statute 271.715(1) and as more particularly defined in the following provisions, to so much of the approximately 370 acre property described in Exhibit A, attached hereto and by this reference made a part hereof, as lies on the same side of the Burlington Northern Railroad tracks as the 38 acre parcel described in Exhibit B, attached hereto and by this reference made a part hereof, and which is being conveyed by Deed of even date herewith from Grantor to Grantee, but excluding the said 38 acre parcel from this Conservation Easement.

The Conservation Easement hereby conveyed is not intended to restrict Grantor's ability to obtain rural planned development status for or to obtain optimal net economic return from the property subject to this Conservation Easement. Grantor, however, shall make reasonable effort to configure development of the property subject to this Conservation Easement so as to leave as much reforested land as possible unaffected by development (always excepting, however, subsequent timber management and timber harvesting activities) and so as to allow a wildlife travel corridor or corridors across the property subject to this

This instrument filed for record by
 Fidelity National Title Company as an
 accommodation only. It has not been
 examined as to its execution or as to
 its effect upon the title.

513654-1
 FIDELITY NATIONAL TITLE

Conservation Easement to and from the City of Portland's Forest Park.

Grantor shall develop no more than 25 residential units and necessary access roads on the property subject to this Conservation Easement; such property shall otherwise be managed in accordance with provisions of the State Forest Practices Act or in accordance with any zoning provisions which may supersede application of the State Forest Practices Act. The Conservation Easement hereby granted shall apply differently depending on the character a particular portion of the property subject to this Conservation Easement has as a homestead or as private lands outside a homestead.

Each private lot developed on the property subject to the Conservation Easement shall have a five (5) acre homestead envelope ("the homestead") within which a dwelling house may be constructed. Fences that exclude wildlife will be permitted around and within each homestead. Dogs shall be permitted to roam freely within each homestead so long as dogs are effectively confined to the homestead. Cats outside a house shall be belled.

No wildlife excluding fence shall be constructed on the property subject to this Conservation Easement outside of a homestead. No unattended domesticated animals shall be allowed outside a homestead. Dogs outside a homestead must be under control of an accompanying person. Hunting on the property subject to this Conservation Easement shall be prohibited, except in cases where the landowner is forced to remove wildlife because it is a menace to people or is causing significant or repeated damage to

property within a homestead or to timber anywhere on the property subject to this Conservation Easement.

Delivery of this instrument to Holder and recordation of this instrument by Holder or at Holder's direction constitutes acceptance by Holder of this Conservation Easement.

DATED this 14 day of January, 1992.

AGENCY CREEK MANAGEMENT CO.

By John C. Hampton
Its President

STATE OF OREGON)
) ss.
County of Washington)

Before me this 14th day of January, 1992, appeared the above JOHN C. HAMPTON, who said he was the President of AGENCY CREEK MANAGEMENT CO. and was authorized to execute and did execute the foregoing Conservation Easement as the free act and deed of said corporation.

Victoria J. Shaylor
Notary Public for Oregon
My commission expires: 9/03/92

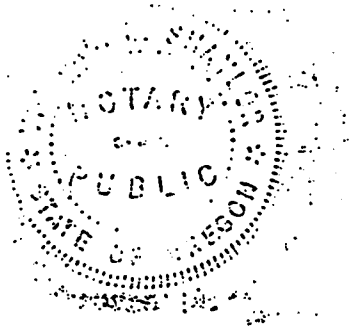


EXHIBIT B

38 ACRE TRACT DESCRIPTION

A tract of land in the Southwest one quarter of Section 20, Township 2 North, Range 1 West, Willamette Meridian being more particularly described as follows:

Beginning at the Southwest corner of said Section 20; thence South 88° 43' 46" East along the South line of said Section 20 1455.40 feet to an iron rod; thence North 0° 50' 41" East 308.33 feet to an iron rod; thence North 18° 31' 04" West 954.64 feet to an iron rod; thence North 89° 38' 15" West 1226.02 feet to an iron rod on the West line of said Section 20; thence South 3° 21' 00" East along said West line 1191.03 feet to the point of beginning, containing 38.00 acres.

088434

STATE OF OREGON } ss.
Multnomah County }

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

93 JUL -7 PM 4:01

RECORDING SECTION
MULTNOMAH CO. OREGON

BOOK 2719 PAGE 1645 On Page
In Book

witness my hand and seal of office affixed.

Recorder of Conveyances

C. Swick
Deputy

35
2

AFTER RECORDING RETURN TO:
 Friends of Forest Park
 PO Box 2413
 Portland, Or. 97208

PEDESTRIAN EASEMENT

AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, hereby grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon nonprofit corporation, Grantee, a perpetual non-exclusive easement over and across a strip of land 50 feet on each side of the stream running from the lands described in Exhibit A, attached hereto and by this reference made a part hereof, to which the easement hereby granted is appurtenant in the direction of U.S. Highway 30 to the edge of the property described in Exhibit B, attached hereto and by this reference made a part hereof, excepting therefrom the lands described in Exhibit A, hereinafter referred to as "the retained property," for purposes of constructing and maintaining a pedestrian hiking trail for use by Grantee's licensees. The 100-foot wide strip is hereinafter referred to as the "Pedestrian Right-of-Way."

Neither Grantor nor Grantee shall have the right hereafter to harvest and remove timber from the Pedestrian Right-of-Way except that Grantee shall have the right to cut, but not to remove, standing or down trees incident to maintaining and making safe the pedestrian hiking trail.

Any pedestrian hiking trail hereafter constructed on the Pedestrian Right-of-Way shall be constructed and maintained at Grantee's expense. The pedestrian hiking trail can be located anywhere within the Pedestrian Right-of-Way depending on natural contours of land and natural resource preservation considerations as in Grantee's judgment will affect location of the pedestrian

This instrument filed for record by
 Fidelity National Title Company as an
 accommodation only. It has not been
 given effect to its execution or as to
 its effect upon the title.

FIDELITY NATIONAL TITLE 513654-1

hiking trail. Grantor consents to location of the pedestrian hiking trail outside the Pedestrian Right-of-Way at such places as will make the pedestrian hiking trail significantly less expensive to construct or to maintain or as are likely significantly to reduce physical difficulties to users of the pedestrian hiking trail. In the event that the pedestrian hiking trail is anywhere located outside the Pedestrian Right-of-Way, the location of the Pedestrian Right-of-Way shall be deemed shifted to accommodate to the actual location of the pedestrian hiking trail, but in no event shall the pedestrian hiking trail be located more than 100 feet from the centerline of said stream.

Grantor shall have and retain rights:

(a) at Grantor's expense and with as little disruption to the pedestrian hiking trail as is reasonable to cross and to establish permanent crossings of the Pedestrian Right-of-Way in locations reasonably necessary to conduct timber management or timber harvesting activities on the retained property and to develop and use the retained property as it may be developed subject to the limitations imposed by the Conservation Easement conveyed by Grantor to Grantee of even date herewith, and

(b) to include area subject to the Pedestrian Right-of-Way within boundaries of lots already platted, or as may hereafter be platted, but otherwise to leave the Pedestrian Right-of-Way undisturbed and in natural condition and without impediment to pedestrian traffic even though such area may be included in a homestead permitted by the aforesaid Conservation Easement.

DATED this 14 day of January, 1992.

AGENCY CREEK MANAGEMENT CO.

By: John C. Hampton
Its President

STATE OF OREGON)
) ss.
County of Washington)

Before me this 14th day of January, 1992, appeared the above mentioned JOHN C. HAMPTON, who said he was the President of AGENCY CREEK MANAGEMENT CO. and was authorized to execute and did execute the foregoing Pedestrian Easement as the free act and deed of said corporation.

Victoria J Shaylor
Notary Public for Oregon
My commission expires: 9/03/92



EXHIBIT A

38 ACRE TRACT DESCRIPTION

A tract of land in the Southwest one quarter of Section 20, Township 2 North, Range 1 West, Willamette Meridian being more particularly described as follows:

Beginning at the Southwest corner of said Section 20; thence South 88° 43' 46" East along the South line of said Section 20 1455.40 feet to an iron rod; thence North 0° 50' 41" East 308.33 feet to an iron rod; thence North 18° 31' 04" West 954.64 feet to an iron rod; thence North 89° 38' 15" West 1226.02 feet to an iron rod on the West line of said Section 20; thence South 3° 21' 00" East along said West line 1191.03 feet to the point of beginning, containing 38.00 acres.

EXHIBIT B

Order No.: 402172

PARCEL I:

Lots 1 through 5, inclusive, and Lots 12 through 18, inclusive, Block 4, BURLINGTON, except those portions of Lots 12 through 18 taken for the establishment of N.W. St. Helens Rd.

Lots 1 through 12, inclusive, and Lots 15 through 18, inclusive, Block 5, BURLINGTON, except those portions of Lots 10 through 12 and Lots 15 through 18 taken for the establishment of N.W. St. Helens Rd..

Lots 1, 2, Lot 6 through 19, inclusive, and Lots 25 and 26, Block 6, BURLINGTON, except those portions of Lots 14 through 19 taken for the establishment of N.W. St. Helens Rd.

Lots 1 through 4, inclusive, Block 7, BURLINGTON, except those portions of Lots 3 and 4, taken for the establishment of N.W. St. Helens Rd.

Lots 4 through 9, inclusive, Lots 10 through 14, inclusive and Lots 22 through 25, inclusive, Block 10, BURLINGTON, except those portions of Lots 8, 9, 10 through 14 and 22 through 25 taken for the establishment of NW St. Helens Rd.

Lots 1 through 22, inclusive, Block 11, BURLINGTON.

Lots 1 through 11, inclusive and Lots 13 through 25, inclusive, Block 12, BURLINGTON.

Lots 1 through 3, inclusive, Lots 9 through 14, inclusive, and Lots 16, 24 and 25, Block 15, BURLINGTON.

Lots 1 through 7, inclusive and Lots 12 through 18, Block 16, BURLINGTON.

Lots 1 through 14, inclusive, Block 17, BURLINGTON.

Lots 1 through 7, inclusive, Block 18, BURLINGTON, except that portion of Lot 7 taken for the establishment of N.W. St. Helens Rd.

Block 19, BURLINGTON, except that portion taken for the establishment of N.W. St. Helens Rd.

Block 20, BURLINGTON.

Lots 1 through 16, inclusive, Block 21, BURLINGTON.

Lots 1 through 10, inclusive, Block 22, BURLINGTON.

Lots 1 through 5, inclusive, and Lots 7 through 13, Block 23, BURLINGTON.

Order No. 402172

Lots 1, 2 and 4 through 11, inclusive, Block 24, BURLINGTON.

Lot 8 and Lots 10 through 19, Block 25, inclusive, Block 25, BURLINGTON.

Block 26, BURLINGTON.

Lots 1 and 2, Block 27, BURLINGTON.

Lots 1 through 14, inclusive, Block 28, BURLINGTON.

Lots 1 through 17, inclusive, Block 29, BURLINGTON.

Lots 1 through 14, inclusive, Block 36, BURLINGTON.

Lots 1 through 7, inclusive, Block 37, BURLINGTON.

Lots 1 through 5, inclusive, Block 38, BURLINGTON.

Lots 1 through 13, inclusive, Block 39, BURLINGTON.

Lots 1 through 15, inclusive and Lots 17 through 19, Block 40, BURLINGTON.

Lots 1 through 5, inclusive, Block 41, BURLINGTON.

Lots 1, 2 and 3, Block 42, BURLINGTON.

Lots 1 through 8, inclusive, Block 43, BURLINGTON.

Lots 1 and 2, Block 44, BURLINGTON.

Lots 1 through 16, inclusive, Block 45, BURLINGTON, except that portion of Lots 6 through 9 taken for the widening of McNamee Rd.

Lots 1 through 5, inclusive, Block 46, BURLINGTON.

Lots 1 through 6, inclusive, Block 47, BURLINGTON.

Lots 1 through 28, inclusive, Block 48, BURLINGTON, except that portion of Lots 1, 5 and 9 taken for the widening of McNamee Rd.

Lots 1 through 43, inclusive, Block 49, BURLINGTON.

Lots 1 through 12, inclusive, Block 50, BURLINGTON.

Lots 1 through 10, inclusive, and Lots 12 and 13, Block 51, BURLINGTON.

Lots 1 through 7, inclusive, Block 52, BURLINGTON.

Lots 1 through 7, inclusive, Block 53, BURLINGTON.

all in the County of Multnomah and State of Oregon.

PARCEL II:

A tract of land in the Northeast one-quarter of Section 19, Township 2 North, Range 1 West, described as follows:

Beginning at the quarter corner between Sections 19 and 20, Township 2 North, Range 1 West Willamette Meridian; running thence South 89 degrees 23' West 1333.7 feet to the Southwest corner of Southeast one-quarter of Northeast one-quarter of Section 19; thence North 0 degrees 36' East 1300.2 feet to the Northwest corner of southeast one-quarter of Northeast one-quarter of Section 19; thence South 89 degrees 20' West on the South line of the Northwest one-quarter of the Northeast one-quarter of Section 19, 538.79 feet to the Southeasterly line of the United Railway Company's right-of-way; thence following said Southeasterly line of right-of-way on a curve to the right of 1287.3 foot radius, 1908.3 feet to the line between Sections 19 and 20; thence South 1 degree 47' West on said line between Sections 19 and 20, 1700.06 feet to the place of beginning.

PARCEL III:

A tract of land described as follows:

Beginning at the section corner of 19,20,29,30 in Township 2 North Range 1 West, this being the Southwest corner of Section 20; thence North 1,642.0 feet, to the South line of the John G. Tomlinson donation land claim which is also the South line of Burlington, thence East along South line of said claim, 1,213.04 feet to the East line of Lanoche Drive as platted in platte of Burlington, thence Northeasterly along Easterly line of Lanoche Drive, 1,744.0 feet to the United Railway Company's right-of-way Westerly boundary thence Southeasterly along said right-of-way to point where right-of-way boundary intersects the South line of Section 20, thence West 4501.95 feet to the Southwest corner of Section 20 to place of beginning.

088435

STATE OF OREGON }
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

93 JUL -7 PM 4:01

RECORDING SECTION

MULTNOMAH CO. OREGON

On Page

in BOOK 2719 PAGE 1652

witness my hand and seal of office affixed.
Recorder of Conveyances

Deputy

C. Swick

AFTER RECORDING RETURN TO:

Friends of Forest Park EASEMENT FOR COAST RANGE HIKING TRAIL
PO Box 2413
Portland, Or. 97208

AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon non-profit corporation, Grantee, a perpetual nonexclusive easement for purposes of constructing and maintaining a hiking trail, hereinafter referred to as the "Coast Range Hiking Trail," no more than six feet in width for use by Grantee's licensees. The right-of-way for the Coast Range Hiking Trail shall commence at the southern boundary of the property described in Exhibit A, attached hereto and by this reference made a part hereof, at a point approximately at the northwest corner of the undeveloped quarry on the adjacent property to the east and shall traverse the property described in Exhibit A along a mutually agreeable course down to a corridor defined by existing powerlines on the uphill side and the Burlington Northern Railroad tracks on the downhill side of the property described in Exhibit A. The Coast Range Hiking Trail shall then traverse northward along this corridor approximately paralleling the powerlines and shall extend to the northern boundary of the property described in Exhibit A, crossing Cornelius Pass Road within the bounds of such property. The Coast Range Hiking Trail shall traverse the property described in Exhibit A in a reasonably direct manner. Grantor shall have power and authority to veto the proposed initial location of the Coast Range Hiking Trail as it may be proposed by Grantee, but approval shall not be unreasonably withheld. After approval of the initial location by Grantor, the location of the Coast Range Hiking Trail may be

THIS INSTRUMENT FILED FOR RECORD BY
Fidelity National Title Company as an
accommodation only. It has not been
examined as to its execution or as to
its effect upon the title.

FIDELITY NATIONAL TITLE 513654-1

changed from time to time by Grantor to eliminate or to reduce interference between Grantor's subsequent uses and development of the property described in Exhibit A with uses of the Coast Range Hiking Trail. Any such change after the Coast Range Hiking Trail has been constructed, however, shall be at Grantor's expense and any relocation shall be to the same standard of construction as was the portion of the replaced trail.

Grantor shall have and retain rights (a) at Grantor's expense and with as little disruption to the Coast Range Hiking Trail as is reasonable to cross and to establish permanent crossings of the Coast Range Hiking Trail in locations reasonably necessary to develop and to use the property described in Exhibit A or to conduct timber management or timber harvesting activities on such property, subject, however, to the limitations imposed by the Conservation Easement conveyed by Grantor to Grantee of even date herewith and (b) to include area subject to the Coast Range Hiking Trail within boundaries of lots already platted, or as may hereafter be platted, but otherwise to leave the Coast Range Hiking Trail, as originally located or after relocation as permitted by the foregoing provisions, undisturbed and in natural condition and without impediment to pedestrian traffic even though such area may thereby be included in a homestead permitted by the aforesaid Conservation Easement.

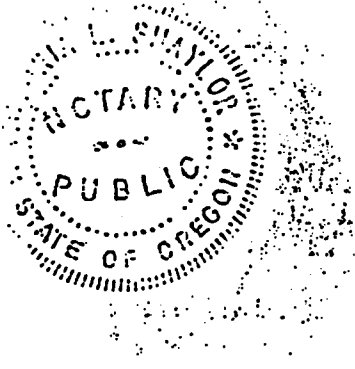
DATED this 14 day of January, 1997.

AGENCY CREEK MANAGEMENT CO.

By John C. Hamilton
Its President

STATE OF OREGON)
) ss.
County of Washington)

Before me this 14th day of January, 1992, appeared the above-mentioned JOHN C. HAMPTON, who said he was the President of AGENCY CREEK MANAGEMENT CO. and was authorized to execute and did execute the foregoing Easement for Coast Range Hiking Trail as the free act and deed of said corporation.



Victoria J. Shaylor
Notary Public for Oregon
My commission expires: 9/03/92

EXHIBIT A

Order No. 402172

PARCEL 1:

Lots 1 through 5, inclusive, and Lots 12 through 18, inclusive, Block 4, BURLINGTON, except those portions of Lots 12 through 18 taken for the establishment of N.W. St. Helens Rd.

Lots 1 through 12, inclusive, and Lots 15 through 18, inclusive, Block 5, BURLINGTON, except those portions of Lots 10 through 12 and Lots 15 through 18 taken for the establishment of N.W. St. Helens Rd..

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Lots 4 through 9, inclusive, Lots 10 through 14, inclusive and Lots 22 through 25, inclusive, Block 10, BURLINGTON, except those portions of Lots 8, 9, 10 through 14 and 22 through 25 taken for the establishment of NW St. Helens Rd.

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Lots 1 through 11, inclusive and Lots 13 through 25, inclusive, Block 12, BURLINGTON.

Lots 1 through 3, inclusive, Lots 9 through 14, inclusive, and Lots 16, 24 and 25, Block 15, BURLINGTON.

Lots 1 through 7, inclusive and Lots 12 through 18, Block 16, BURLINGTON.

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Lots 1 through 7, inclusive, Block 18, BURLINGTON, except that portion of Lot 7 taken for the establishment of N.W. St. Helens Rd.

Block 19, BURLINGTON, except that portion taken for the establishment of N.W. St. Helens Rd.

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Order No. 402172

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Lots 1 through 13, inclusive, Block 39, BURLINGTON.

Lots 1 through 15, inclusive and Lots 17 through 19, Block 40, BURLINGTON.

Lots 1 through 5, inclusive, Block 41, BURLINGTON.

Lots 1, 2 and 3, Block 42, BURLINGTON.

Lots 1 through 8, inclusive, Block 43, BURLINGTON.

Lots 1 and 2, Block 44, BURLINGTON.

Lots 1 through 16, inclusive, Block 45, BURLINGTON, except that portion of Lots 6 through 9 taken for the widening of McNamee Rd.

Lots 1 through 5, inclusive, Block 46, BURLINGTON.

Lots 1 through 6, inclusive, Block 47, BURLINGTON.

Lots 1 through 28, inclusive, Block 48, BURLINGTON, except that portion of Lots 1, 6 and 9 taken for the widening of McNamee Rd.

Lots 1 through 43, inclusive, Block 49, BURLINGTON.

Lots 1 through 12, inclusive, Block 50, BURLINGTON.

Lots 1 through 10, inclusive, and Lots 12 and 13, Block 51, BURLINGTON.

Lots 1 through 7, inclusive, Block 52, BURLINGTON.

Lots 1 through 7, inclusive, Block 53, BURLINGTON.

all in the County of Multnomah and State of Oregon.

PARCEL II:

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Beginning at the quarter corner between Sections 19 and 20, Township 2 North, Range 1 West Willamette Meridian; running thence South 89 degrees 23' West 1333.7 feet to the Southwest corner of Southeast one-quarter of Northeast one-quarter of Section 19; thence North 0 degrees 36' East 1300.2 feet to the Northwest corner of southeast one-quarter of Northeast one-quarter of Section 19; thence South 89 degrees 20' West on the South line of the Northwest one-quarter of the Northeast one-quarter of Section 19, 538.79 feet to the Southeasterly line of the United Railway Company's right-of-way; thence following said Southeasterly line of right-of-way on a curve to the right of 1287.3 foot radius, 1908.3 feet to the line between Sections 19 and 20; thence South 1 degree 47' West on said line between Sections 19 and 20, 1700.06 feet to the place of beginning.

PARCEL III:

A tract of land described as follows:

Beginning at the section corner of 19,20,29,30 in Township 2 North Range 1 West, this being the Southwest corner of Section 20; thence North 1,642.0 feet, to the South line of the John G. Tomlinson donation land claim which is also the South line of Burlington, thence East along South line of said claim, 1,213.04 feet to the East line of Lanoche Drive as platted in platte of Burlington, thence Northeasterly along Easterly line of Lanoche Drive, 1,744.0 feet to the United Railway Company's right-of-way Westerly boundary thence Southeasterly along said right-of-way to point where right-of-way boundary intersects the South line of Section 20, thence West 4501.95 feet to the Southwest corner of Section 20 to place of beginning.

088436

STATE OF OREGON }
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

93 JUL -7 PM 4:01

RECORDING SECTION
MULTNOMAH CO. OREGON

BOOK 2719 PAGE 1659 In Book On Page

witness my hand and seal of office affixed.

Recorder of Conveyances

C Swick Deputy

AFTER RECORDING RETURN TO:
 Friends of Forest Park
 PO Box 2413
 Portland, Or. 97208

VEHICULAR EASEMENT

AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon nonprofit corporation, Grantee, a perpetual nonexclusive easement for vehicular ingress to and egress from and appurtenant to the real property described in Exhibit A over a 30-foot wide roadway 15 feet on either side of the centerline of the existing road depicted on Exhibit B and described in Exhibit C, hereinafter referred to as "the Access Easement." Exhibits A, B, and C are attached hereto and made a part hereof.

Use of the Access Easement shall be limited to vehicular travel for the purpose of maintaining and caring for the real property described in Exhibit A and shall not be used by members of Grantee or by the general public for ingress to or egress from the real property described in Exhibit A except for such purposes.

Grantor shall retain the right to use the real property and the road hereby made subject to the Access Easement for all other purposes and to grant use of the road to any third party or parties particularly for ingress to and egress from lands owned by Grantor or by any third party or parties.

Neither Grantor nor Grantee shall have an obligation to repair and maintain the road subject to the Access Easement for use of the other party but each shall bear costs of maintenance in proportion to the use by each and in accordance with the guidelines provided by Oregon Revised Statutes 105.175; each shall be subject to the remedies provided by Oregon Revised Statutes 105.180.

This instrument filed for record by
 Fidelity National Title Company as an
 accommodation only. It has not been
 examined as to its execution or as to
 its effect upon the title.

FIDELITY NATIONAL TITLE 513654-1

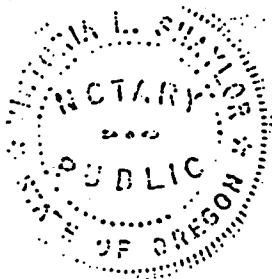
DATED this 14 day of January, 1992.

AGENCY CREEK MANAGEMENT CO.

By: John C. Hampton
Its President

STATE OF OREGON)
) ss.
County of Washington)

Before me this 14th day of January, 1992, appeared the above mentioned JOHN C. HAMPTON, who said he was the President of AGENCY CREEK MANAGEMENT CO. and was authorized to execute and did execute the foregoing Easement as the free act and deed of said corporation.



Victoria L. Shaylor
Notary Public for Oregon
My commission expires: 9/03/92

EXHIBIT A

38 ACRE TRACT DESCRIPTION

A tract of land in the Southwest one quarter of Section 20, Township 2 North, Range 1 West, Willamette Meridian being more particularly described as follows:

Beginning at the Southwest corner of said Section 20; thence South 88° 43' 46" East along the South line of said Section 20 1455.40 feet to an iron rod; thence North 0° 50' 41" East 308.33 feet to an iron rod; thence North 18° 31' 04" West 954.64 feet to an iron rod; thence North 89° 38' 15" West 1226.02 feet to an iron rod on the West line of said Section 20; thence South 3° 21' 00" East along said West line 1191.03 feet to the point of beginning, containing 38.00 acres.

EXHIBIT C

EASEMENT FROM 38 ACRE TRACT TO MCNAMEE ROAD

A 30.00 foot wide roadway easement along the center line of an existing roadway which is described as follows:

Beginning at a point on the North line of said 38.00 acre tract, said point being North 89° 38' 15" West 563.79 feet from the Northeast corner of said 38.00 acre tract; thence along the arc of a 116.34 foot radius curve to the right 56.34 feet, the long chord of which bears North 17° 38' 09" East 55.79 feet; thence North 31° 30' 33" East 72.18 feet; thence along the arc of a 100.73 foot radius curve to the left 122.35 feet, the long chord of which bears North 3° 17' 12" East 114.97 feet; thence North 38° 04' 49" West 62.33 feet; thence along the arc of a 60.24 foot radius curve to the Right 98.27 feet, the long chord of which bears North 8° 39' 03" East 87.73 feet; thence North 55° 23' 00" East 62.07 feet; thence along the arc of a 113.26 foot radius curve to the left 73.33 feet, the long chord of which bears North 36° 50' 14" East 72.05 feet; thence North 18° 17' 25" East 137.61 feet; thence along the arc of a 323.54 foot radius curve to the left 59.83 feet, the long chord of which bears North 12° 59' 33" East 59.74 feet; thence North 7° 41' 44" East 14.82 feet; thence along the arc of a 137.11 foot radius curve to the right 70.41 feet, the long chord of which bears North 22° 24' 27" East 69.64 feet; thence North 37° 07' 10" East 20.63 feet; thence along the arc of a 103.56 foot radius curve to the left 69.29 feet, the long chord of which bears North 17° 57' 01" East 68.01 feet; thence North 1° 13' 08" West 94.69 feet; thence along the arc of a 76.62 foot radius curve to the right 53.69 feet, the long chord of which bears North 18° 51' 22" East 52.60 feet; thence North 38° 55' 52" East 57.81 feet; thence along the arc of a 195.66 foot radius curve 88.46 feet, the long chord of which bears North 25° 58' 45" East 87.71 feet; thence North 13° 01' 37" East 31.88 feet; thence along the arc of a 124.13 foot radius curve to the right 91.60 feet, the long chord of which bears North 34° 10' 03" East 89.54 feet; thence North 55° 18' 29" East 20.58 feet; thence along the arc of a 144.74 foot radius curve to the left 59.16 feet, the long chord of which bears North 43° 35' 52" East 58.75 feet; thence North 31° 53' 16" East 157.84 feet; thence along the arc of a 366.98 foot radius curve to the right 39.96 feet, the long chord of which bears North 35° 00' 26" East 39.94 feet; thence North 38° 07' 36" East 170.42 feet; thence along the arc of a 179.87 foot radius curve to the right 106.03 feet, the long chord of which bears North 55° 00' 51" East 104.50 feet; thence North 71° 54' 05" East 87.01 feet; thence along the arc of a 51.65 foot radius curve to the left 97.03 feet, the long chord of which bears North 18° 04' 48" East 83.38 feet; thence North 35° 44' 29" West 154.62 feet; thence along the arc of a 148.77 foot radius

curve to the left 164.79 feet, the long chord of which bears North 67° 28' 26" West 156.49 feet; thence South 80° 47' 37" West 333.92 feet; thence along the arc of a 221.73 foot radius curve to the left 96.45 feet, the long chord of which bears South 68° 19' 55" West 95.69 feet; thence South 55° 52' 14" West 18.10 feet; thence along the arc of a 72.57 foot radius curve to the right 154.07 feet, the long chord of which bears North 63° 18' 45" West 126.72 feet; thence North 2° 29' 44" West 69.79 feet; thence along the arc of a 338.94 foot radius curve to the right 118.77 feet, the long chord of which bears North 7° 32' 35" East 118.16 feet; thence North 17° 34' 55" East 99.05 feet; thence along the arc of a 175.61 foot radius curve to the left 120.98 feet, the long chord of which bears North 2° 09' 14" West 118.60 feet; thence North 21° 53' 22" West 80.17 feet; thence along the arc of a 131.27 foot radius curve to the left 119.10 feet, the long chord of which bears North 47° 52' 52" West 115.05 feet; thence North 73° 52' 23" West 140.60 feet; thence along the arc of a 198.50 foot radius curve to the right 116.53 feet, the long chord of which bears North 57° 03' 16" West 114.87 feet; thence North 40° 14' 09" West 78.27 feet; thence North 44° 24' 28" West 64.30 feet to a point within McNamee Road, said point being North 21° 18' 37" East 1135.31 feet from the one quarter corner common to Sections 19 and 20 Township 2 North, Range 1 West, Willamette Meridian.

088437

STATE OF OREGON

Multnomah County

ss.

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

93 JUL -7 PM 4:01

RECORDING SECTION
MULTNOMAH CO. OREGON

In BOOK 2719 PAGE 1665 On Page

Witness my hand and seal of office affixed.

Recorder of Conveyances

C. Swick

Deputy

Staff Report

Consideration of Resolution No. 94-1918A for the purpose of entering into a Memorandum of Understanding with the Friends of Forest Park regarding the donation of a grove of old growth forest and related easements to Metro.

March 2, 1994

Presented by: Nancy Chase

FACTUAL BACKGROUND AND ANALYSIS:

This Memorandum of Understanding (MOU) would set out the conditions under which the Friends of Forest Park would transfer and Metro would accept the donation of a 38 acre parcel of land and related easements.

The land in question is located in NW Multnomah County in the hills above Sauvie Island and is part of the wildlife corridor connecting the coast range with Forest Park. A total of 29 of the 38 acres are in old growth forest making this a unique biological and historical resource of regional significance.

The 38 acre parcel was purchased from the Agency Creek Management Co. by the Friends of Forest Park in 1993. Over 4,500 contributors from 70 Oregon cities and 22 states donated over \$695,000 to the Old Growth Adoption Project so that the property could be protected from clear cutting and eventually become a public park.

The parcel is in an area recognized by the Greenspaces Master Plan as part of the ecological connection to site #2 (Forest Park) and is located along the Greenway to the Pacific Trail.

As a condition of the donation the Friends of Forest Park have requested that the property be preserved in it's natural state in perpetuity, that a management plan for the site be adopted for the creation of a public park and that the recommended improvements be implemented within three years of completion of the plan.

If the MOU is adopted by Council, a resolution accepting the deed to the property will be forwarded to Council for consideration at a future date. Money for the Regional Parks and Greenspaces program to begin the Management Plan process has been placed in the proposed FY 94/95 budget.

EXECUTIVE OFFICER'S RECOMMENDATION :

The Executive Officer recommends approval of Resolution No. 94-1918A.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENTERING INTO
A MEMORANDUM OF UNDERSTANDING
WITH THE FRIENDS OF FOREST PARK
FOR RECEIPT OF A LAND DONATION
AND RELATED EASEMENTS

) RESOLUTION NO. 94-1918
)
) Introduced by Rena Cusma,
) Executive Officer
)

WHEREAS, On July 23, 1992, by Resolution No. 92-1637, the Metro Council adopted the Metropolitan Greenspaces Master Plan (Master Plan); and

WHEREAS, A goal of the Master Plan is to "Protect and manage significant natural areas through partnership with ...nonprofit organizations....and Metro."; and

WHEREAS, The Master Plan identifies privately owned lands scattered throughout Forest Park as regionally significant greenspaces to be protected; now, therefore,

BE IT RESOLVED,

1. That the Council adopts the Memorandum of Understanding (MOU) between the Oregon nonprofit corporation, Friends of Forest Park, and Metro Regional Parks and Greenspaces Department (as described in Exhibit A) outlining a framework for the purpose of donating land in Forest Park to Metro for a public park, to be owned and maintained by Metro.
2. That the Council authorizes the Executive Officer to take the actions necessary to allow the District to fulfill the MOU.
3. That if this MOU resolution is adopted by Council, a resolution accepting the deed to the property (see Exhibits B and C) will be forwarded to Council for consideration at a future date.

ADOPTED by the Metro Council this ____ day of _____, 1994.

Judy Wyers, Presiding Officer

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between **Friends of Forest Park (FOFP)**, an Oregon nonprofit corporation, and **Metro Regional Parks & Greenspaces Department**.

- A. FOFP is the owner of a parcel of 38 acres of real property (Old Growth Grove, or, Grove) located in Multnomah County and described in Exhibit B. The Grove is a biologically and historically unique remnant of the old growth forest that once covered much of the Portland area. The Grove was purchased by FOFP to preserve it in its natural state, to help protect the wildlife corridor connecting Forest Park to the Coast Range, and to provide the recreational, educational and other benefits that may be realized by having the grove open to public access, so long as such access does not endanger the Grove's viability and natural progression as an old growth forest.
- B. FOFP has acquired certain perpetual access easements with the purchase of the Grove. These easements will provide access to the Grove, and could also form part of a future linkage to Forest Park and a larger regional trail system. Specific conditions, covenants, and restrictions related to the Grove and access easements are detailed in Exhibit C. In addition, certain conservation easements have also been acquired, which FOFP will retain, but which may in the future be transferred to the Metro.
- C. This MOU is entered upon for the purpose of making the Grove a public park, to be owned and maintained by Metro.
- D. All understandings stipulated in this MOU are intended to continue to apply to any organization that succeeds FOFP for the purpose of providing stewardship for the Grove and its environs.

PROPERTY TRANSFER

FOFP intends to donate the Grove, with all related access easements, to Metro. If approved by the Metro Council, this transfer could occur within **three months** from the date this MOU has been approved by both parties. The deed of transfer will contain restrictions to ensure that the Grove be administered and maintained in perpetuity for the purposes stated in A) above. If Metro takes any action that compromises this purpose, or if a public park has not been substantially completed, with access and enjoyment available to the public, by three years from the date of completion of a management plan for the site, the property shall be returned to FOFP.

Memo of Understanding
Old Growth Grove
Page 2

PARK RECREATION

1. FOFP and Metro, through its Regional Parks & Greenspaces Dept., will work cooperatively, before and after the transfer of ownership, to complete the creation of the public park. FOFP may take actions at its discretion, between now and the completion of the public park, that will accelerate and facilitate the mandated steps for establishing a public park if such actions are consistent with the development or implementation of an approved management plan and approved by Metro Parks & Greenspaces Dept. FOFP will also erect specific signage acknowledging the patrons of the park on or near the location of the parking site or trail head. FOFP will consult with Parks & Greenspaces before undertaking such actions, so that any actions will be consistent with the approved management plan and other applicable ordinances and regulations.
2. After the transfer of ownership, FOFP may contribute services or funds to be used for designated purposes associated with creation of a public park. Metro will create a special interest-bearing fund to hold contributions.
3. Metro shall accept, subject to deed restrictions and conditions, ownership of the Grove, and subject to appropriations by the Metro Council or the availability of other funds, pursue the development of a management plan, implementation of such plan, and assume maintenance and operation responsibilities upon completion. FOFP agrees to offer its assistance in efforts to secure necessary funds and other resources or materials which will be required for plan development and implementation.
4. FOFP shall defend, indemnify, and hold harmless Metro, its elected officials, employees, and agents from any and all claims which may arise or be related to ownership and management of the Grove and associated access easements until such time that ownership of the Grove and access easements are conveyed to Metro.

METRO

By _____
Rena Cusma, Executive Officer

Date _____

Meeting Date: March 10, 1994
Agenda Item No. 7.7

RESOLUTION NO. 94-1919



METRO

DATE: March 4, 1994

TO: Metro Council
Executive Officer
Agenda Recipients

FROM: Paulette Allen, Clerk of the Council

RE: AGENDA ITEM NO. 7.7; RESOLUTION NO. 94-1919

The Regional Facilities Committee report on the above-referenced resolution will be distributed in advance to Councilors and available at the Council meeting March 10, 1994.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF	) RESOLUTION NO. 94-1919
ESTABLISHING A PROCESS)
FOR CONSIDERING AND EXECUTING	) Introduced by Rena Cusma
OPTIONS TO PURCHASE LAND	) Executive Officer
FOR THE REGIONAL PARKS AND)
GREENSPACES SYSTEM)

WHEREAS, Metro is the elected regional government for urban Multnomah, Washington, and Clackamas counties responsible for planning issues of region-wide concern; and

WHEREAS, In 1991, Metro adopted "Regional Urban Growth Goals and Objectives" for the region that included the objective of planning development of interconnected recreational and wildlife corridors as part of assuring sufficient open space; and

WHEREAS, Voters approved regional Greenspaces planning as a specific duty of Metro in the November 1992 Metro Charter; and

WHEREAS, In July 1992, Metro completed the Metropolitan Greenspaces Master Plan which surveyed existing undeveloped land to identify a desired system of large natural areas interconnected with greenways and regional trails; and

WHEREAS, Acquisition of natural areas from willing sellers is a primary strategy for preservation of a regional system of significant Greenspaces; and

WHEREAS, The Option to Purchase Real Property Agreement is part of Metro's 1993-94 Options Demonstration Project approved by Council Resolution 93-1832; and

WHEREAS, Funds to obtain options from willing sellers to purchase land that can become part of the interconnected Greenspaces system are allocated via Council Ordinance 93-511; and

WHEREAS, The intent of the Option Agreement is for Metro to secure the right to purchase seller's certain real property for recreational, open spaces, wildlife habitat, and park purposes as part of regional Greenspaces; and

WHEREAS, Metro intends to seek alternative means, such as grants, intergovernmental agreements, and a regional bond levy, to fund the purchase price of seller's real property established in this Agreement to preserve the Property in public ownership for the above-stated purposes; and

WHEREAS, Options from willing sellers for Greenspaces lands that are included in the desired regional system in the Greenspaces Master Plan demonstrates how protection of these areas by acquisition can work and will be a practical demonstration to funding sources that a willing seller approach is viable; now, therefore

BE IT RESOLVED,

1. That the process outlined in Exhibit A will be pursued for Council consideration and Executive Officer Execution of Options Agreement considered under the Greenspaces Options Demonstration Program.
2. That a resolution accepting a standard greenspaces option agreement contract will be forwarded to Council for consideration at a future date.
3. That resolution(s) accepting the actual purchase of the real property will be forwarded to Council for consideration as acquisition funds are identified.

ADOPTED by the Metro Council this ____ day of _____, 1994.

Judy Wyers, Presiding Officer

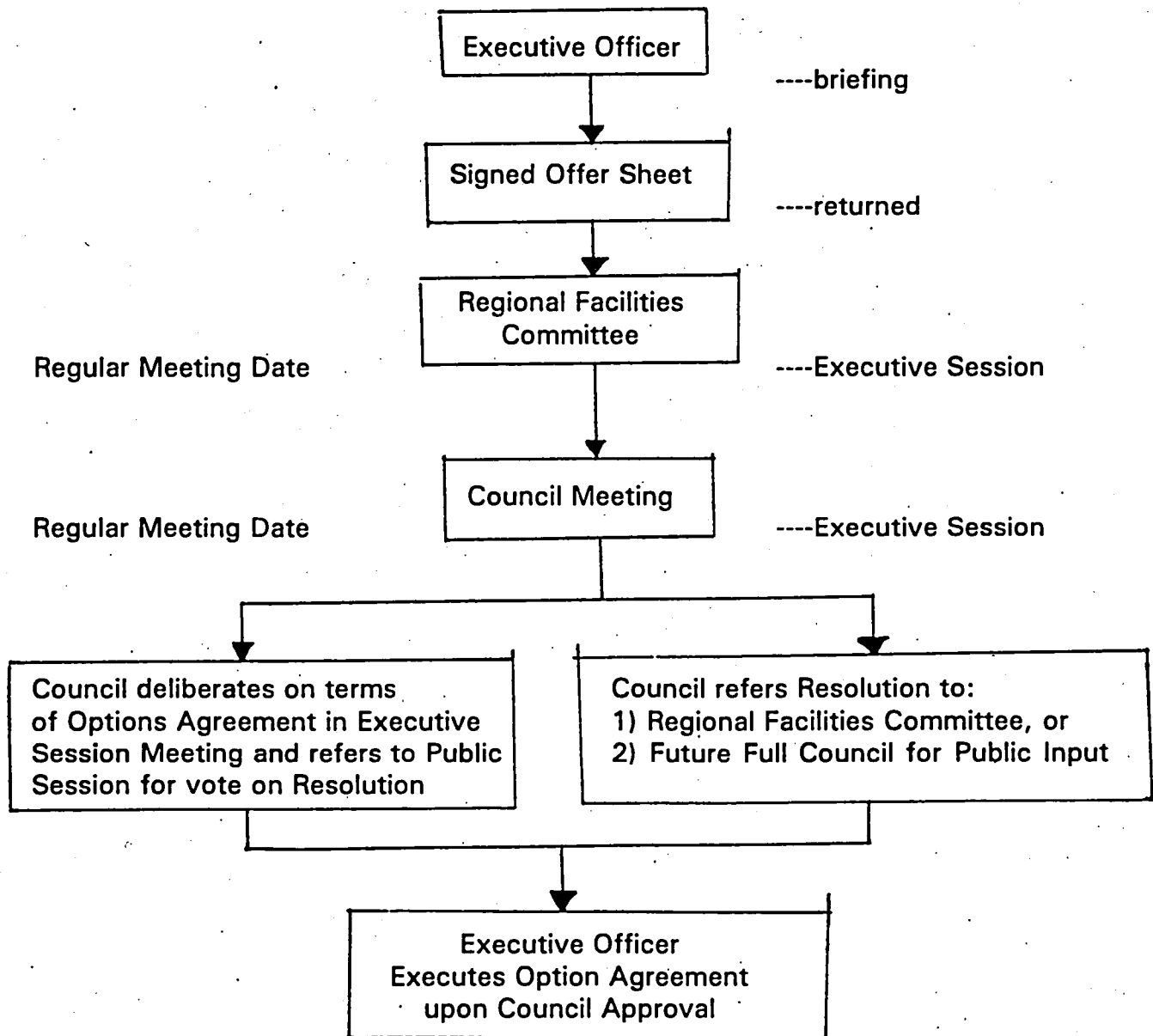
PROPOSED APPROACH FOR APPROVAL PROCESS ON OPTION PROPERTY:

A streamlined process for approving options to purchase real property shall be adopted by Metro Council resolution. The process described below and shown in Attachment 1 would ensure a timely approval for Metro to enter into an option with a willing seller:

- A. The Regional Facilities Committee Chair shall place under Executive Session, consideration of a resolution for a site-specific Greenspaces option agreement. Exhibit A of the resolution will be prepared pursuant to ORS 192.660(1)(e) and will include the Greenspaces option agreement signed by the property owner. The resolution shall be placed on the Committee agenda up to one day before the scheduled Regional Facilities Committee meeting. The eight day agenda filing deadline is waived.
- B. After Executive Session consideration, the Regional Facilities Committee may return to public session to recommend to the full Metro Council approval of the resolution that approves of, but remains silent on, the terms of the Greenspaces option agreement outlined in Exhibit "A". Exhibit "A" of that resolution would be omitted from the public document until after full Council consideration in Executive Session.
- C. The Metro Council shall consider the resolution at the next Council agenda in Executive Session and discuss the specific terms of the agreement outlined in Exhibit "A" prior to returning to the regular session to act on the resolution.
- D. If Council returns to public session for a vote on the resolution, the terms of the agreement (Exhibit "A") would be made available for public input prior to Council vote. The Council may also refer the resolution to the next regular Regional Facilities and/or Council meeting for public input. This would then require that the resolution and Exhibit "A" be included in the appropriate Council packet(s) eight days prior to the scheduled meeting.
- E. The resolution authorizes the Executive Officer to execute the options agreement.

Note: The process described above concerns only the option agreement to purchase real property, not the decision to actually purchase the real property. The actual purchase agreement would be forwarded to Council in a future resolution for public input.

**Flow Chart of the Proposed Approval
Process to Purchase Property Options**



Staff Report

Consideration of Resolution No. 94-1919 for the purpose of establishing a process for considering and executing options to purchase land for inclusion in the Regional Parks and Greenspaces system.

March 2, 1994

Presented by: Nancy Chase

BACKGROUND:

The Regional Parks and Greenspaces Department and Office of General Counsel have worked cooperatively to a) prepare a draft agreement document for the option to purchase real property and b) to design a process that the Metro Council could adopt to expedite the options agreement approval process (described below). A resolution accepting the draft option agreement document will be forwarded to Council at a future date. Speedy action on real estate agreements is more business-like and will allow Metro to participate successfully in an extremely competitive market.

PROPOSED APPROACH FOR APPROVAL PROCESS ON OPTION PROPERTY:

A streamlined process for approving options to purchase real property shall be adopted by Metro Council resolution. The process described below and shown in Attachment 1 would ensure a timely approval for Metro to enter into an option with a willing seller:

- A. The Regional Facilities Committee Chair shall place under Executive Session, consideration of a resolution for a site-specific Greenspaces option agreement. Exhibit A of the resolution will be prepared pursuant to ORS 192.660(1)(e) and will include the Greenspaces option agreement signed by the property owner. The resolution shall be placed on the Committee agenda up to one day before the scheduled Regional Facilities Committee meeting. The eight day agenda filing deadline is waived.
- B. After Executive Session consideration, the Regional Facilities Committee may return to public session to recommend to the full Metro Council approval of the resolution that approves of, but remains silent on, the terms of the Greenspaces option agreement outlined in Exhibit "A". Exhibit "A" of that resolution would be omitted from the public document until after full Council consideration in Executive Session.
- C. The Metro Council shall consider the resolution at the next Council agenda in Executive Session and discuss the specific terms of the agreement outlined in Exhibit "A" prior to returning to the regular session to act on the resolution.

- D. If Council returns to public session for a vote on the resolution, the terms of the agreement (Exhibit "A") would be made available for public input prior to Council vote. The Council may also refer the resolution to the next regular Regional Facilities and/or Council meeting for public input. This would then require that the resolution and Exhibit "A" be included in the appropriate Council packet(s) eight days prior to the scheduled meeting.
- E. The resolution authorizes the Executive Officer to execute the options agreement.

Note: The process described above concerns only the option agreement to purchase real property, not the decision to actually purchase the real property. The actual purchase agreement would be forwarded to Council in a future resolution for public input.

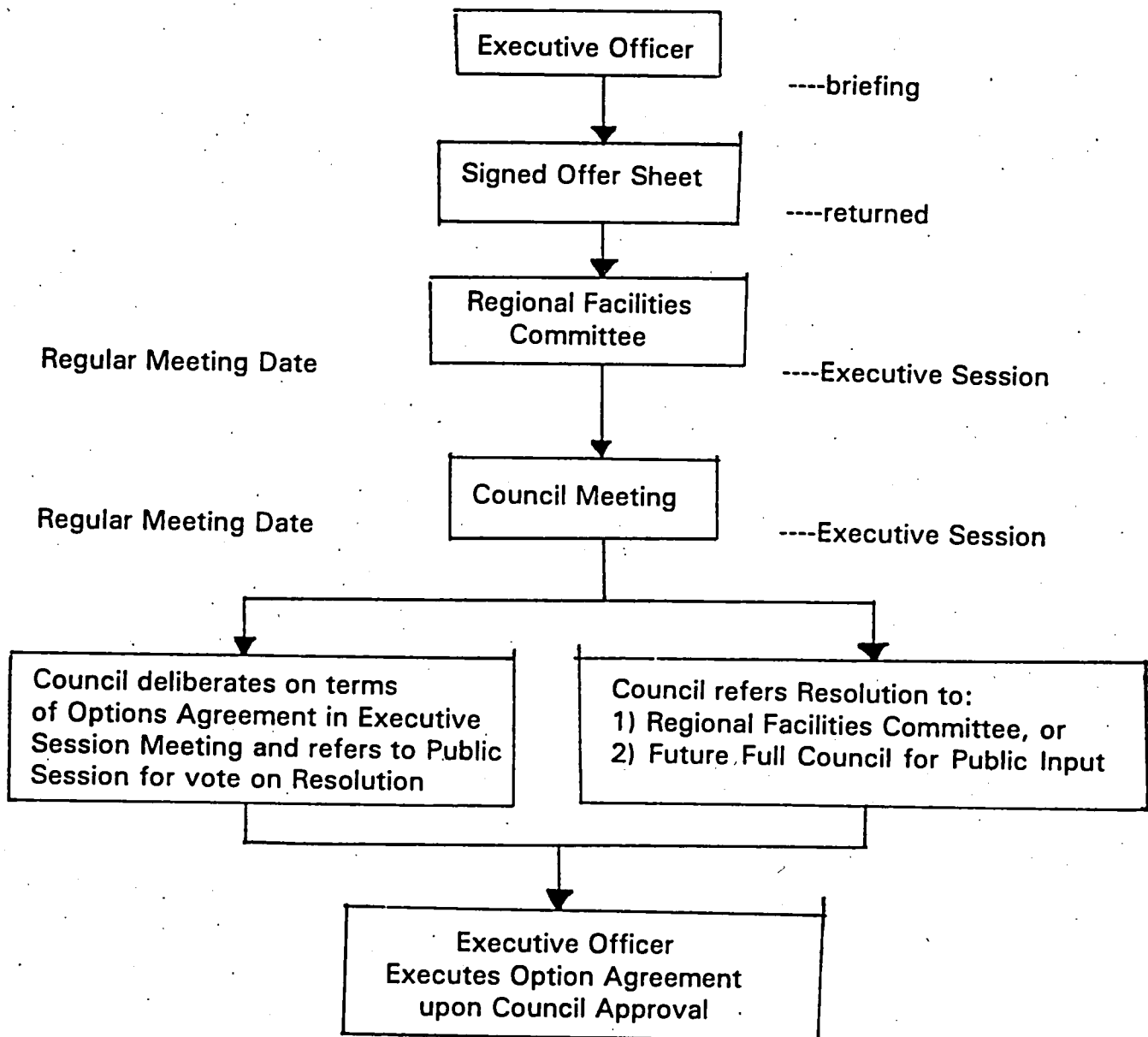
STAFF RECOMMENDATION:

This approach to fast track the Metro Council approval process regarding Greenspaces Option Agreements uses existing Council rules, except that an exemption from the Council Committee packet deadline for an initial Executive Session is explicit, rather than case-by-case. The resolution (not including Exhibit "A") is placed on the Council agenda as notice that one is coming to the Regional Facilities Committee for consideration. No suspension of Council rules are needed to act on the resolution because it has had Committee consideration. Proposed "agreement terms" (i.e. "Exhibit A") are kept as confidential property negotiations, under ORS 192.660(1)(e), until the full Council decides to vote to approve, deny or refer the resolution for further public input.

EXECUTIVE OFFICER'S RECOMMENDATION:

The Executive Officer recommends approval of Resolution No. 94-1919.

**Flow Chart of the Proposed Approval
Process to Purchase Property Options**



Meeting Date: March 10, 1994
Agenda Item No. 7.8

RESOLUTION NO. 94-1911

FINANCE COMMITTEE REPORT

RESOLUTION NO. 94-1911 AUTHORIZING GENERAL COUNSEL TO PURSUE LEGAL ACTION AGAINST JETTA PRODUCTS

Date: February 28, 1994

Presented By: Councilor Van Bergen

COMMITTEE RECOMMENDATION: At its February 23, 1994 meeting the Committee voted unanimously to recommend Council adoption of Resolution No. 94-1911. Committee members present and voting were Councilors Devlin, McLain, Monroe and Van Bergen. Councilors Buchanan, Gardner and Kvistad were absent.

COMMITTEE DISCUSSION/ISSUES: Mr. Scott Moss, Risk Manager, presented the Staff Report. He indicated that the Metro Code requires Council and Executive Officer approval for the General Counsel to commence legal action. This resolution introduced by the Executive Officer authorizes the General Counsel to take whatever legal steps are necessary against Jetta Products to recover a property damage claim and legal fees. Mr. Moss pointed out that a bath tub owned by Jetta Products fell on a Public Affairs Department display at the Home Improvement and Remodeling Show. It cost \$3,305 to repair the display. Jetta Products has refused to reimburse Metro for this expense.

In response to questions from the Committee General Counsel Cooper said that if we are successful we can collect for our legal fees and that Jetta Products is valid, real corporation licensed to do business in Oregon.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ADOPTING	)	RESOLUTION NO. 94-1911
RESOLUTION NO. 94-1911 GIVING)	
AUTHORIZATION TO GENERAL)	
COUNSEL TO PURSUE LEGAL)	
ACTION AGAINST JETTA PRODUCTS)	
AND (IF NEEDED) M&M	)	Introduced by Rena Cusma,
PRODUCTIONS	)	Executive Officer

WHEREAS, Metro suffered damage to a Public Affairs display, with repairs totaling \$3,305; and

WHEREAS, The display was damaged by a third party, Jetta Products, when their bathtub fell on the display during the Home Improvement Show, which was produced by M&M Productions at the Oregon Convention Center; and

WHEREAS, Good faith attempts have been made to Jetta Products in seeking reimbursement for this expense and they have denied responsibility; and

WHEREAS, M&M Productions failed to obtain insurance coverage from Jetta Products as required; now, therefore,

BE IT RESOLVED,

That the Council directs the Office of General Counsel to take whatever legal steps are necessary, including formal legal action against Jetta Products and (if needed) M&M Productions, to recover the amount of loss plus any additional legal expenses.

ADOPTED by the Metro Council this _____ day of _____, 1994.

Judy Wyers, Presiding Officer

STAFF REPORT

FOR THE PURPOSE OF ADOPTING RESOLUTION NO. 94-1911 GIVING GENERAL COUNSEL AUTHORIZATION TO PURSUE LEGAL ACTION AGAINST JETTA PRODUCTS AND (IF NEEDED) M&M PRODUCTIONS

Date: February 23, 1994

Presented by: Scott Moss, Risk Manager

INTRODUCTION

On October 20, 1993, a bathtub owned by Jetta Products fell on a Metro Public Affairs display during the Home Improvement and Remodeling Show at the Oregon Convention Center. The damage to the display was repaired at a cost of \$3,305, paid by the Risk Management Fund.

Notice of the damage was given immediately to two representatives of Jetta Products, who refused to take the claim seriously. Risk Management sent Jetta letters on November 23, 1993, requesting immediate contact and on December 28, 1993, requesting immediate contact as well as reimbursement of the \$3,305. After we still had not heard a reply, Risk Management contacted Jetta by phone on January 26, 1994. Risk Management again contacted Jetta by phone on February 2, 1994. At that time, a Jetta representative confirmed that they received Metro's letters. The Risk Manager verbally requested the \$3,305, but Jetta refused, saying they did not have notice of the event, did not participate in the repairs, and did not believe the display incurred any damage.

The Home Improvement Show was produced by M&M Productions. Although the M&M exhibitor's contract calls for insurance, M&M did not obtain an insurance certificate or any insurance information from Jetta Products.

In accordance with Metro Code No. 20.80.40, where General Counsel must receive authorization from Council to pursue formal legal proceedings against another party, the Executive Officer recommends that formal legal action be filed against Jetta Products by the Office of General Counsel. Such action can recover the legal expenses incurred by Metro.

Meeting Date: March 10, 1994
Agenda Item No. 7.9

RESOLUTION NO. 94-1913

FINANCE COMMITTEE REPORT

RESOLUTION NO. 94-1913 AUTHORIZING A REQUEST FOR PROPOSALS FOR DESIGN/BUILD COMPETITION FOR PROCUREMENT OF EXTERIOR SIGNAGE FOR METRO REGIONAL CENTER

Date: March 1, 1994

Presented By: Councilor McLain

COMMITTEE RECOMMENDATION: At its February 23, 1994 meeting the Committee voted 4 to 1 to recommend Council adoption of Resolution No. 94-1913. Committee members voting in favor were Councilors Devlin, McLain, Monroe and Van Bergen. Councilor Kvistad voted against and Councilors Buchanan and Gardner were absent.

COMMITTEE DISCUSSION/ISSUES: Ms. Berit Stevenson, Project Manager, presented the Staff Report. She stated that the proposed work was designated as a "B" contract in the FY 93-94 Budget but that because a design/build approach is preferred the Contract Review Board must authorize an exemption to the competitive bidding process to allow the use of a request for proposals. Metro Code section 2.04.014 allows the exemption if such action will not encourage favoritism or diminish competition and will result in substantial cost savings. Ms. Stevenson indicated that the design/build process will save approximately \$3,000 to \$5,000 in reduced design service and that the issuance of an RFP will guard against favoritism and encourage competition. She pointed out that the purpose of the contract is to obtain better exterior signage both to identify the building and provide clearer direction to the visitor parking in the adjacent parking garage. She stated the maximum to be spent on this contract is \$25,000 which amount is included in the Metro Headquarters project budget.

In response to a question from Council Staff regarding the process for selecting a contractor, Ms. Stevenson stated that there will be a selection committee created and the Department would like a Councilor to participate on the Committee. Councilor McLain volunteered to serve on the Committee as a representative of the Finance Committee. Councilor Kvistad stated that he could not support this proposal since Metro has spent too much money already on the Metro Regional Center Building.

BEFORE THE METRO CONTRACT REVIEW BOARD

**FOR THE PURPOSE OF AUTHORIZING A
REQUEST FOR PROPOSALS FOR
DESIGN/BUILD COMPETITION
FOR PROCUREMENT OF
EXTERIOR SIGNAGE FOR METRO
REGIONAL CENTER**

)
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)
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)

RESOLUTION NO. 94-1913

**Introduced by
Finance Committee**

WHEREAS, additional exterior signage which would identify the building and provide directional assistance to visitors has been determined to be necessary for the Metro Regional Center; and

WHEREAS, a design/build request for proposals for such exterior signage has been prepared and is attached as Attachment 1; and

WHEREAS, the alternative design/build process will enable Metro to procure high quality exterior signage at reduced cost and in less time than the competitive bid process; and

WHEREAS, the alternative design/build process will not encourage favoritism or substantially diminish competition;

NOW, THEREFORE BE IT RESOLVED, that the Metro Contract Review Board takes the following action:

1. Finds that the design/build process for procurement of exterior signage for Metro Regional Center will result in substantial cost savings and will not encourage favoritism or diminish competition.

2. Authorizes the Executive Officer to execute a contract in a form substantially similar to the attached Exhibit A for the design, fabrication and installation of exterior signage for Metro Regional Center.

ADOPTED by the Metro Contract Review Board this _____ day of March, 1994.

**Judy Wyers
Presiding Officer**

EXHIBIT A

Contract No. _____

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 N.E. Grand Avenue, Portland, Oregon 97232-2736, and _____

_____, whose address is _____
____ 97____, 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 _____, 19__ through and including _____, 19__.

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.

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

ARTICLE VII

PUBLIC CONTRACTS

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

ARTICLE VIII

ATTORNEY'S FEES

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

ARTICLE IX

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

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

ARTICLE X

OWNERSHIP OF DOCUMENTS

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

ARTICLE XI

SUBCONTRACTORS

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.

CONTRACTOR NAME

METRO

By: _____

By: _____

Date: _____

Date: _____

PUBLIC.FOR
9/22/92

Attachment A
SCOPE OF WORK

A. GENERAL

Contractor will design, fabricate, and install certain exterior signage at the Metro Regional Center building in Portland Oregon in accordance with the submitted Design Proposal and this Scope of Work. In addition Contractor will warranty Contractor's work for a period of one year. Project Manager for Metro is Berit Stevenson.

B. DESIGN PHASE

1. Contractor will design an exterior signage system which meets the following Contract Performance Specifications:
 - a. Provide exterior signage which identifies the new Metro Regional Center and which assists both pedestrian and vehicle traffic to building entrances and visitor parking which is located on the first level of the adjacent parking garage.
 - b. Incorporate the new Metro logo in the signage design as appropriate.
 - c. Comply with all relevant code requirements, including Americans with Disabilities Act (ADA) and all City of Portland building code and planning regulations.
 - d. In the event signage is lighted, Metro shall be responsible for providing power to the signage site.
 - e. The maximum amount of funds available for this work is \$25,000.
2. Contractor will meet with Project Manager to define/confirm design criteria.
3. Based on concept design drawings and information provided by Project Manager, Contractor will prepare and present schematic design drawings with preliminary message schedule for each location to

Project Manager for review. Project Manager's review shall be completed and drawings returned within 5 working days.

4. Based on the approved schematic design, prepare and present to Project Manager final design drawings which indicate architectural graphics details, component locations, size, color, material and message. Project Manager's review shall be completed and drawings returned within 5 working days.
5. Prepare construction documentation necessary for fabrication and installation. Issue complete set of construction documentation to Project Manager.
6. Costs of graphic reproduction, blue-printing, typesetting, mock-ups, models, courier service, shipping and delivery charges shall be the responsibility of Contractor.

C. FABRICATION AND INSTALLATION PHASE

1. Contractor shall commence fabrication of the signage components in accordance with the construction documentation in a timely manner.
2. Contractor shall be responsible for all arrangements and transportation costs associated with the preparation and shipping of signage components to the Metro Regional Center.
3. Contractor shall provide Project Manager with at least five working days notice prior to commencement of on-site installation activities.
4. Contractor shall provide all labor, tools and equipment necessary for the proper installation of the signage.
5. Contractor shall be responsible for all permits and licenses required by the Scope of Work.
6. Contractor and all subcontractors who perform on-site installation activities shall be currently registered with the Oregon Construction Contractor's Board.
7. Contractor shall remove all installation debris from the site.
8. Contractor shall provide Project Manager with maintenance data for all signage components as appropriate.

D. SCHEDULE

Contractor shall complete all tasks including installation by June 30, 1994.

ATTACHMENT B

A. COMPENSATION AND PAYMENT

1. Contractor shall act as an independent contractor in the performance of all work, shall in no event be considered an employee of Metro, and shall be entitled only to the maximum compensation due which is \$_____.

2. Contractor will be paid for work performed based upon the following payment schedule:

Design complete	40%
Fabrication 50% complete	20%
Installation complete	30%
Final acceptance by Project Manager	10%

3. Payments will be made to Contractor based on the payment schedule above within 30 days of receipt of invoice.

4. Contractor shall identify and certify his tax status by execution of IRS form W-9, attached as Attachment , prior to or simultaneous with Contractor's first invoice request.

STAFF REPORT

FOR THE PURPOSE OF AUTHORIZING RESOLUTION NO. 94-1913 WHICH PROVIDES FOR A REQUEST FOR PROPOSALS DESIGN/BUILD COMPETITION FOR EXTERIOR SIGNAGE FOR METRO REGIONAL CENTER

Date: February 14, 1994

Presented by: Berit Stevenson

FACTUAL BACKGROUND AND ANALYSIS

The renovation work at Metro Regional Center has been substantially complete since May 1993. However, the building is deficient in exterior signage which would both identify the building and provide direction to the visitor parking in the adjacent parking garage. To provide such exterior signage, a design/build RFP has been prepared. The advantages which the design/build method provides are (1) cost savings and (2) reduced project schedule.

Staff anticipate that the design/build process will save approximately \$3,000 to \$5,000 in reduced design services. Under the design/build scenario, the "construction documentation" and the "bid and award" phases of the designer's scope of work are either not required at all or are required at much reduced levels. Also, value engineering, a significant cost saving process, is an inherent element of design/build contracts in which the designer and the fabricator/installer are a single contracting entity.

In addition, staff believe that the design/build process will shorten the overall project schedule by four to six weeks. The design/build process requires a single competitive procurement process for both design services and fabrication/installation work as opposed to the traditional method which would require separate procurement processes for each. The staff time necessary to manage two separate procurement processes is conserved and it is expected that the new signage would be in place by mid-June.

Metro Code at section 2.04.041 (b) allows the Contract Review Board to exempt procurement via the competitive bidding process if it is found that such action will not encourage favoritism or substantially diminish competition and that substantial cost savings will result. In this instance, the design/build contractor would be selected via a competitive proposal process. Other factors in addition to costs will be evaluated. This competitive process will guard against favoritism and will allow competition.

BUDGET IMPACT

Staff estimate that the cost of the desired exterior signage is \$25,000. Funding for this cost is included in the Metro Headquarters project budget.

RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-1913.

ATTACHMENT

1

M E T R O

Request for Design/Build Proposals

Metro hereby solicits informal written proposals for the Design/Build of exterior signage for the Metro Regional Center building.

Proposal Information

Proposals are due (postmarks not accepted) until 5:00 P.M. PST, March 4 1994, at the Metro Regional Facilities Department, 600 N.E. Grand Avenue, Portland, OR 97232-2736, Attention: Berit Stevenson.

All proposals must be clearly marked "Metro Regional Center Design/Build Signage Proposal," and contain all information outlined herein.

Qualifications

Consultant and/or firm shall have a combination of documented technical expertise, professional experience on similar projects, and verifiable recommendations from previous accounts.

Scope of Work

The Scope of Work is the design, fabrication and installation of certain exterior signage for the Metro Regional Center. See the attached contract for the full Scope of Work.

Process

Metro shall review all responses and request additional information and/or interview respondents as necessary to make a timely decision. Contract negotiations may be pursued with the highest rated respondent or respondents as deemed necessary for an equitable decision and compliance with the inherent project schedule.

Evaluation Criteria

Each submittal will be evaluated in accordance with the following criteria:

	<u>Points</u>
1. Creativity and effectiveness of proposal concept design;	40
2. Capacity to provide the proposed signage within established time constraint;	10
3. Favorable, appropriate and specific references;	25
4. Project Costs (includes Proposer's cost of services and additional cost borne by Metro which are necessary to prepare site for proposed signage components)	<u>25</u>
TOTAL	100

Submittal Requirements

All respondents must provide at minimum the information requested below in a format not to exceed 10 typewritten pages. Submissions that do not clearly provide at least the level of information requested may be deemed nonresponsive to the requirements of this informal RFP and therefore eliminated from further consideration.

1. Firm name, or the name of each business participant on the consultant team. their form of organization (individual, corporation, joint venture, partnership, etc.), and an indication if the participant is a State certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women-Owned Business (WBE);
2. Identification of a designated contact person fully knowledgeable, capable and authorized to bind the Proposer;
3. Complete identification of the key individuals and their respective tasks and roles in the project, as well as specific biographical information on their educational background, personal experience and expertise for their respective assignments;
4. A list of the Proposer's relevant past projects including a description of the type of work and approximate dollar value of those contracts; an outline of the required organizational efforts and managerial controls provided; and an accounting of the number of participants, costs incurred and attendance funds

Proposal Content

Proposer shall include the following items/information:

- Concept design drawings of graphic component system;
- Location of proposed signage components;
- Proposed action for existing exterior signage;
- Proposer's cost of services.

Action Steps for Project Completion

Date

Evaluations Complete	March 9
Contract Execution/Project Commencement.....	March 14
Design Complete.....	April 4
Project Complete	June 17

COST OF PROPOSAL

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

ERRORS/OMISSIONS

Any Proposal may be deemed non-responsive if it does not strictly adhere to the required format or with any and all conditions of the request.

EXECUTION

Each Proposal shall give the Proposer's full business address and bear its legal signature.

Proposals by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Proposals by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If the Proposal is signed by an agent who is not an officer of the corporation, or a member of the partnership, a notarized Power of Attorney must be on file with Metro prior to the submission deadline or be submitted with the Proposal. Without such notice of authority, the Proposal shall be considered improperly executed, defective and therefore nonresponsive.

A Proposal submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

All signatures must be in longhand, with the name and title of the signer typed or printed below the signature.

To facilitate evaluation of Proposals, Metro requires that all Proposers adhere to the format, rules and procedures outlined by this RFP. Proposers that wish to take exception to, or comment upon, any provision within this RFP must document their concerns within the Proposal document.

Comments, conditions or exceptions should be thorough, succinct, well organized and therefore totally self-explanatory. The Proposal must leave no ambiguity, need no clarification, and allow no interpretation.

Metro encourages the Proposers to propose management alternatives that reuse, recycle, or recover energy from wastes.

Metro may deem nonresponsive and therefore reject any Proposal which fails to conform with, abide by, or otherwise comply with any of the above requirements.

INFORMATION RELEASE

All proposers are hereby advised and through submission of a proposal agree and release Metro to solicit and secure background information based upon the information including references provided in response to this RFP. Fully descriptive and complete information should therefore be provided to assist in this process and ensure the appropriate impact.

COMPLIANCE

Each Proposer shall inform itself of, and the Proposer awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination on the basis of race, creed, color, sex or national origin in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

PERMITS AND LICENSES

Each Proposer shall obtain and include in its Proposal the cost for all permits and licenses which may be required to perform the contract.

CONTRACT ACCEPTANCE

Through Proposal submission, each Proposer specifically agrees to all terms and conditions of the attached contract. In order to ensure equitable consideration of all Proposals, any requests for changes, additions or deletions to that contract must be requested in writing during the course of the competitive process. If unauthorized changes are included as part of and as a condition to the Proposal, Metro reserves the right to consider and act upon or dismiss from consideration any proposal not in strict compliance with all requirements contained herein.

CONTRACT EXECUTION

The successful Proposer shall, within seven (7) calendar days of Conditional Notice of Award, sign and deliver the above cited contract complete with all other Proposal requirements.

CONFLICT OF INTEREST

Through submission of a Proposal, each proposer thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in this project or has participated in contract negotiations on behalf of Metro; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for Proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person(s) or firm(s).

BASIS OF AWARD

The award shall be made to the responsible Proposer(s) submitting the most advantageous Proposal to Metro. Metro reserves the right to reject any and/or all Proposals in whole or in part, and to waive irregularities not affecting substantial rights.

Additional Requirements:

MINORITY AND WOMEN-OWNED BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100 and 200.

Copies of that document are available from the Procurement and Contracts Division of Metro's Regional Facilities Department, 600 N.E. Grand Avenue, Portland, OR 97232 or call (503) 797-1717.

VALIDITY PERIOD AND AUTHORITY

Bidders' Proposals shall be considered valid for a period of at least ninety (90) days. The Proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind the successful bidder during the 90 day evaluation period.

INTERPRETATION

The Director of Regional Facilities shall be the interpreter of all project requirements, and the judge of the sufficiency of performance hereunder by both parties.