

# A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1700 | FAX 503 797 1797



**METRO**

MEETING: METRO COUNCIL REGULAR MEETING  
DATE: March 30, 1995  
DAY: Thursday  
TIME: 2:00 p.m.  
PLACE: Council Chamber      **\*\*\*REVISED AGENDA\*\*\*\*\***

<u>Approx. Time *</u>		<u>Presenter</u>	<u>Lead Councilor</u>
2:00 PM	<b>CALL TO ORDER AND ROLL CALL</b>		
(5 min.)	1. <b>INTRODUCTIONS</b>		
(5 min.)	2. <b>CITIZEN COMMUNICATIONS</b>		
(5 min.)	3. <b>EXECUTIVE OFFICER COMMUNICATIONS</b>		
	4. <b>CONSENT AGENDA</b>		
2:15 PM (5 min.)	4.1 <b>Consideration of Minutes for the March 23, 1995 Metro Council Regular Meeting and the Minutes for the March 21, 1995 Council Work Session.</b>		
	5. <b>ORDINANCES SECOND READINGS</b>		
2:20 PM (10 min.)	5.1 <b>Ordinance No. 95-590, An Ordinance Relating To The Metro Excise Tax and Amending Section 7.01.050, Exemptions, of The Metro Code.</b>	Burton	McCaig
	6. <b>RESOLUTIONS</b>		
2:30 PM (5 min.)	6.1 <b>Resolution No. 95-2121, For The Purpose of Confirming A Citizen Member Appointee To The Metro Policy Advisory Committee (MPAC)</b>	Burton	McLain
2:35 PM (10 min.)	6.2 <b>Resolution No. 95-2117, For The Purpose of Authorizing The Executive Officer To Execute Agreements With Devin Oil Co., Inc. and Stein Oil Co., Inc. For Purchasing Diesel Fuel.</b>	Burton	McLain
2:45 PM (10 min.)	6.3 <b>Resolution No. 95-2113, For The Purpose of Approving the Content of Public Information Material For the 1995 Greenspaces Bond Measure</b>	Klein	McCaig
	7. <b>CONTRACT REVIEW BOARD</b>		

For assistance/Services per the Americans with Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office)

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

Approx. Time *			<u>Presenter</u>	
2:55 PM (5 min.)	7.1	<b>Resolution No. 95-2120</b> , For The Purpose of Authorizing An Exemption To Competitive Bidding Procedures Pursuant To Metro Code Chapter 2.04.041 (c), and Authorizing The Executive Officer To Execute A Multi-Year Contract With The Oregon Historical Society	Burton	Washington
3:00 PM (10 min.)	7.2	<b>Resolution No. 95-2115</b> , For The Purpose of Amending Contract No. 902670 With Steven M. Siegel and Associates To Add A South/North Transit Corridor Major Investment study And Authorizing Execution of The amendment Subject To Conditions	Skiles	Monroe
3:10 PM (10 min.)	7.3	<b>Resolution No. 95-2116</b> , For The Purpose of Authorizing an Exemption to Metro Code Chapter 2.04.041 (c) To Enter Into A Sole Source Contract With John R. Fraser To Provide Expertise on Collecting, analyzing, And Interpreting Acoustical Data Germane To The Washington Park Light Rail Station Construction Research Project	Mellen	Washington
	<b>8.</b>	<b>INFORMATIONAL ITEMS</b>		
3:20 PM (20 min.)	8.1	Briefing on Vision and Proposed Processes of the Office of the Auditor.	Dow	McCaig
3:40 pm (5 min.)	8.1	Review of MERC Resolution no 95-12 Authorizing Supplemental Amendments To The FY 1994-1995 Adopted Budget for the Spectator Facilities - PCPA fund.		Washington
3:40 PM (10 min.)	<b>9.</b>	<b>COUNCILOR COMMUNICATIONS</b>		
3:50 PM (10 min.)	<b>10.</b>	<b>LEGISLATIVE ITEMS</b>		
4:05 PM		<b>ADJOURN</b>		

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| 3:20 PM<br>(20 min.) | 8.1        | Philosophical and Policy Discussion Regarding The Office Of The Auditor   | Dow    | McCaig     |
| 3:40 PM<br>(10 min.) | <b>9.</b>  | <b>COUNCILOR COMMUNICATIONS</b>   |        |            |
| 3:50 PM<br>(10 min.) | <b>10.</b> | <b>LEGISLATIVE ITEMS</b>  |        |            |
| 4:05 PM              |            | <b>ADJOURN</b>  |        |            |

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# MINUTES OF THE METRO COUNCIL WORK SESSION

Tuesday, March 21, 1995

Council Chamber

Councilors Present: Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Patricia McCaig, Susan McLain, Don Morissette, Ed Washington

Councilors Absent: Jon Kvistad

Presiding Officer McFarland called the meeting to order at 2:00 PM.

## 1. INTRODUCTIONS

None.

## 2. CITIZEN COMMUNICATIONS

None.

## 3. EXECUTIVE OFFICER COMMUNICATIONS

None.

## 4. OTHER BUSINESS

### 4.1 Presentation of The City of Portland's Multi-Family and Commercial Solid Waste and Recycling Program.

Jerry Mayberry, Solid Waste Director for The City of Portland, and Lee Barrett and Ann McLoughlin, also from The City of Portland, gave a presentation on the city's multi-family and commercial solid waste recycling program. An written report outlining their remarks was distributed to councilors and is included as part of the meeting record.

David White, Regional Representative for Oregon Refuse and Recycling Association, and an associate of the Tri-County Council, appeared before the Council to speak in favor of the program.

### 4.2 Briefing on the Contract Between Tri-Met and the Metro Washington Park Zoo for Valet Parking

Mike Burton, Executive Officer, and Kathy Kiaunis, Assistant Zoo Director, reported on the intergovernmental agreement with Tri-Met wherein Tri-Met has agreed to provide valet parking at the Metro Washington Park Zoo during the time that Tri-Met is undertaking light rail

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construction at the zoo parking lot. The IGA covers only the 44 parking spaces affected by the Tri-Met construction. A copy of the agreement is included as part of the meeting record.

Executive Officer Burton additionally reported on the status of the future issuance of bonds to carry out work on the parking area. According to Executive Officer Burton, The City of Portland is asking Metro to install public rest rooms and bio-swells (in place of a drainage system) in part of the parking lot.

### 4.3 Discussion of the Boundary Commission Study: Committee Time Line and Budget Dollars

Councilor McLain asked for a general discussion to take place regarding the upcoming required Boundary Commission study. Presiding Officer McFarland reported that she has asked MPAC to be lead committee on the Boundary Commission and to prepare a report due back September 1, 1995 as dictated in the Charter.

***Motion:** Councilor Morissette moved, seconded by Councilor McLain to direct Council Analysts to deploy study of the Boundary Commission, with assumptions made based on the work currently done.*

Mr. Short received further direction for conducting the report; and John Houser, Council Analyst, citing his previous experience with the Boundary Commission, volunteered to assist Mr. Short with the study.

***Vote:** Councilors McCaig, Morissette, Monroe, Washington, McLain, and McFarland voted aye. Councilor Kvistad was absent. The vote was 6:0 and the motion passed unanimously.*

### 4.4 Conversation about Criteria for Hiring New Analyst

Councilor McLain said that subsequent to requesting placement of this item on the agenda, she received a memorandum from Presiding Officer McFarland which requested the input she desired to give. Presiding Officer McFarland presented a time-frame for filling the position. She reported she will meet with Councilors McCaig and Monroe to craft a draft job description. The draft job description will then be distributed to councilors for their input.

## 5. COUNCILOR COMMUNICATIONS

Councilor McLain reported that Lisa Godwin, Senior Public Affairs Specialist, is seeking Councilor quotes for a Metro newsletter.

Councilor McCaig asked that Council discuss and/or establish guidelines regarding issuance of press releases by individual councilors through Metro's Office of Government and Public

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Relations. She distributed a copy of a press release sent out by Metro's public affairs office at the request of Councilor Kvistad. Following discussion, it was decided the topic will be covered at a future work session.

Councilor Morissette wants to see the issue of infrastructure discussed in the near future. Presiding Officer McFarland assured Councilor Morissette that such a discussion is possible.

Councilor McCaig clarified an item appearing on Thursday's agenda, stating that a fundamental policy discussion of MCCI relating to its operations, long-range goals, and how it is set out in the Charter will be a topic for Thursday's Council meeting discussion. The discussion will not center around the MCCI work plan as listed on the agenda.

Councilor McCaig referred to Resolution No. 95-2118 on Thursday's agenda, stating she felt Council has not been adequately prepared to make a decision on this item.

**6. LEGISLATIVE ISSUES**

Merrie Waylett, Government and Public Relations Director, reported on a meeting that took place Monday, March 20 regarding a compensation or ecotaking bill, and informed the Council that progress is being made.

Councilor Monroe reported on the SDAO meeting he attended in Salem. Due to Metro's representation, the SDAO took a stand in opposition to legislation that will erode Oregon's land use laws. He stated that Metro needs to be represented at the SDAO meeting scheduled for April 3, as he will be unable to attend.

There being no further business before the Council, the meeting was adjourned at 3:45 PM.

Prepared by,

Lindsey Ray  
Council Assistant

## MINUTES OF METRO COUNCIL REGULAR MEETING

Council Chamber

March 23, 1995

Councilors Present: Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Patricia McCaig, Susan McLain, Don Morissette, Ed Washington

Councilors Absent: Jon Kvistad

Presiding Officer McFarland called the March 23, 1995 Metro Council Regular Meeting to order at 7:00 p.m.

### 1. INTRODUCTIONS

None.

### 2. CITIZEN COMMUNICATIONS

None present at 7:00 p.m. Presiding Officer McFarland offered to return to the agenda item later in the meeting.

### 3. EXECUTIVE OFFICER COMMUNICATIONS

Executive Officer Burton introduced Andy Cotugno, Planning Department Director, who referenced a memorandum dated March 20, 1995 to the Metro Council regarding the Cascadia Metropolitan Caucus. This document has been made part of the permanent meeting record. He noted a recent Cascadia Conference was held in Eugene, and said an initial meeting of the caucus was scheduled for June 22-23, 1995 to be held in Seattle.

Executive Officer Burton referenced a memorandum from Mr. Cotugno dated March 23, 1995 regarding the Interim Regional Transportation Plan Update and Adoption Schedule. This document has been made part of the permanent meeting record.

In response to Presiding Officer McFarland, Mr. Cotugno noted Council involvement dates scheduled as outlined in the referenced memorandum including work sessions for review and discussion as well as potential Council adoption.

Mr. Cotugno noted he wished to send the schedule out in the mail on March 24, 1995 and asked for a consensus from the Council to approve that effort.

Councilor McLain asked that the schedule be checked against the Future Vision Listening Post meeting dates. Staff checked the dates and it was determined there were no conflicts, and consensus was reached regarding sending out the schedule.

Executive Officer Burton referenced the February Excise Tax and Expenditures Vs. Actual Report dated March 21, 1995 containing an update of the actual excise tax receipts information and the forecast for the total year. He said both excise tax receipts and expenditures by appropriation unit were close to their budgeted values for the year to date with some shortfall in Solid Waste revenues.

### 4. CONSENT AGENDA

#### 4.1 Consideration of Minutes for the March 16, 1995 Metro Council Regular Meeting

Motion: Councilor Morissette moved to approve the minutes of the March 16, 1995 Metro Council Regular meeting.



Vote: Councilors McCaig, McLain, Monroe, Morissette, Washington and McFarland voted aye.  
Councilor Kvistad was absent.

The vote was unanimous and the motion passed.

Motion: Councilor McCaig moved to approve the March 10, 1995 Metro Council Work Session.

Vote: Councilors McCaig, McLain, Monroe, Morissette, Washington and McFarland voted aye.  
Councilor Kvistad was absent.

The vote was unanimous and the motion passed.

## 5. RESOLUTIONS

### 5.1 Resolution No. 95-2105, For The Purpose Of Confirming Nominations To The Newly Established Regional Parks And Greenspaces Advisory Committee.

Motion: Councilor Washington moved to adopt Resolution No. 95-2105. Councilor McLain seconded the motion.

Councilor Washington, lead Councilor for the Metropolitan Greenspaces Program, introduced the proposed resolution.

Mel Huie, Senior Regional Planner, presented the staff report and noted the Regional Parks and Greenspaces Advisory Committee was established in October 1994 by resolution. He said its purpose was to continue and increase citizen involvement and participation in the new Regional Parks and Greenspaces Department, which has been established in January 1994. Mr. Huie said the proposed resolution would authorize the confirmation of the list of nominees represented in Exhibit B to the resolution to be appointed as members to the Regional Parks and Greenspaces Advisory Committee. Exhibit B was printed in the agenda packet for this meeting and has been made a permanent part of the meeting record.

Mr. Huie outlined the membership component of the committee of eleven members, which he noted was citizen based with one member from each Metro Council district, one member from each of the counties of Clackamas, Washington and Multnomah from outside the Metro boundaries, and one member from Clark County to continue the bi-state greenspaces planning effort.

In response to Councilor Morissette, Mr. Huie said his time to staff the committee was already budgeted, and indicated he was currently staffing the committee in another format.

Executive Officer Burton commented he also had inquired regarding the staffing impact at the time of his review. He understood other staffed activities were being eliminated and that the focus was being redirected. Executive Officer Burton said in the FY 1996-97 he intended to heighten awareness of and identify the cost for such advisory committees along with the value obtained.

Councilor McLain commented the expertise represented by the membership component of the committee would be beneficial to the work of Metro and the Greenspaces Master Plan whether or not the bond measure passed.

Councilor Washington asked regarding one member of the committee who was also a member of the Metro Committee for Citizen Involvement (MCCI), adding that he favored the widest participation possible. Mr. Huie indicated the MCCI member selected had been the only applicant from the district represented; i.e. Clackamas County outside the Metro boundary. Mr. Huie added the applicant was well qualified. Councilor Washington cautioned that the Council understood the same name coming up twice, did not mean the opportunity had not been

given on a broad basis. Councilor Washington drew the Council's attention to Exhibit A, which he noted outlined the term limitations.

Mr. Huie noted Councilor Washington was the ex officio Council representative on the committee.

Vote: Councilors McCaig, McLain, Monroe, Morissette, Washington and McFarland voted aye.  
Councilor Kvistad was absent.

The vote was unanimous and the motion passed.

5.2 Resolution No. 95-2110. For The Purpose Of Authorizing The Executive Officer To Execute Change Order No. 17 To The Metro Central Station Operations Contract To Make Improvements To The Truck Wash Water Reuse System

Motion: Councilor McLain moved to adopt Resolution No. 95-2110. Councilor McCaig seconded the motion.

Councilor McLain, support Councilor for Solid Waste issues, introduced the proposed resolution and said it would authorize the execution of a change order to Metro Central Station operations contract for the purpose of making improvement to the truck wash water reuse system. She indicated the current water treatment system was considered by all parties to be experimental, and said modifications appeared necessary to the original design for successful operation of the system.

In response to Presiding Officer McFarland, James Watkins, Engineering and Analysis Manager, said the attempt was not to have any discharge of contaminants in the truck wash water system into the waste water system. Presiding Officer McFarland felt the system designers were attempting to bring that goal to pass.

In response to Councilor Morissette, Mr. Watkins said \$11,000 additional funding was necessary to bring the system up to the desired standards. Mr. Watkins noted the company involved, Landa, agreed to remove the entire system at no cost to Metro if the system was deemed unacceptable during the summer months.

In response to Councilor Washington, Mr. Watkins said there was a possibility that fines could be imposed should the matter not be resolved.

Vote: Councilors McCaig, McLain, Monroe, Morissette, Washington and McFarland voted aye. Councilor Kvistad was absent.

The vote was unanimous and the motion passed.

5.3 Resolution No. 95-2111. For The Purpose Of Authorizing Issuance Of A Request For Proposals For Construction Quality Assurance Services Required For The Closure Of The St. Johns Landfill.

Motion: Councilor McLain moved to adopt Resolution No. 95-2111. Councilor Morissette seconded the motion.

Councilor McLain introduced the proposed resolution and referenced page 26 of the agenda packet. She said the proposed resolution would authorize the issuance for a Request for Proposals for construction quality assurance services which were required for the St. Johns Landfill closure process as well as authorize the Executive Officer to execute a contract with the most qualified proposer. She noted the proposals would be evaluated based on the firm's qualifications, firm and staff experience on similar projects as well as cost.

Vote: Councilors McCaig, McLain, Monroe, Morissette, Washington and McFarland voted aye. Councilor Kvistad was absent.

The vote was unanimous and the motion passed.

Presiding Officer McFarland changed the order of Agenda Items No. 5.5 and 5.4 to be taken under consideration.

5.5 Resolution No. 95-2118. For The Purpose Of Selecting The Use Of A Request For Proposals As The Preferred Approach To Determine The Long Term Disposition Of Waste Received At The Forest Grove Transfer Station.

Motion: Councilor McLain moved to adopt Resolution No. 95-2118. Councilor Washington seconded the motion.

Councilor McLain, support Councilor for Solid Waste issues, said the proposed resolution would provide for selecting the use of a Request for Proposals as the preferred approach to determine the long term disposition of waste received at the Forest Grove Transfer Station (FGTS). She said staff would prepare the documents for the RFP should the proposed resolution be adopted.

Executive Officer Burton referenced two letters: 1) an undated letter from Ambrose Calcagno, Jr., Forest Grove Transfer Station/A C Trucking, Inc. regarding tonnage to Riverbend; and, 2) a letter dated March 23, 1995 from Scott Bradley, General Manager, Sanifill Northwest/Riverbend Landfill Co., Inc. regarding acceptance of FGTS waste at Riverbend.

Executive Officer Burton noted waste received at the Forest Grove facility was, until June of 1994, transported and disposed at the Riverbend Landfill in Yamhill County, as granted by Metro to the franchisee through a non-system license. He said from June 1994 to March 1995 waste was transported by the franchisee to the Metro Central Transfer Station. Mr. Watkins noted several options were available to Metro regarding the disposition of waste received at the FGTS; i.e. 1) that A.C. Trucking (the franchisee) would transport and dispose of the waste at Riverbend with any savings available from reduced tipping fees at Riverbend kept by the franchisee; 2) that Metro would negotiate savings as part of disposal at the Riverbend landfill; 3) that Metro would arrange for the transport of solid waste directly from the FGTS to the Columbia Ridge Landfill (CRL); or, 4) that Metro would solicit proposals for transport and disposal of the waste from FGTS.

Councilor Morissette inquired as to why a compactor, which would reduce the number of trucks necessary to transport the waste, had not been installed at FGTS and whether that was important to accomplish or not. Mr. Watkins said the current operation at FGTS involved top-loading only of trucks to go to Metro Central and said such an operation did not require a compactor. He said Jack Gray Transport did not have top-loading trucks, but rather had to load from the rear, and he said in that case a compactor would be necessary. Mr. Watkins said Metro promised residents of the Columbia River Gorge that waste being trucked up the gorge would be sealed loads; i.e. odor free and leak free and not recognizable as garbage.

Executive Officer Burton said the reason to use an RFP as the preferred approach was to be able to utilize a number of factors to determine the best option, not just the dollar amount. Executive Officer Burton noted there was a franchise agreement for the operation for the FGTS which was separate from a current agreement due to expire on March 31, 1995. Executive Officer Burton noted A C Trucking Co., Inc. was going to transport the waste to Riverbend as of April 1, 1995. He said questions regarding the provisions of their making that decision needed to be negotiated. He said several letters had been sent to A C Trucking, and he added, to date, they had not negotiated.

Councilor Morissette commented the process should involve comparison of all factors to assure the best value. He asked about protection as it related to the 90% of waste Metro was contractually obligated with Oregon Waste Systems to send to Columbia Ridge.

Executive Officer Burton said that guarantee for another 16 years was an important consideration that would be built into the proposal. Executive Officer Burton said the 4th option previously referenced was the direction being followed.

In response to Councilor Washington, Executive Officer Burton said he hoped the process would not take as long as nine months, but wanted to be assured there were no mistakes made in the process.

Councilor McLain emphasized a vote to adopt the proposed resolution would only endorse the use of a RFP as the preferred approach.

Vote: Councilors McCaig, McLain, Monroe, Morissette, Washington and McFarland voted aye. Councilor Kvistad was absent.

The vote was unanimous and the motion passed.

5.4 Resolution No. 95-2119, For The Purpose Of Expressing Support For The National Americorps Program.

Motion: Councilor Washington moved to adopt Resolution No. 95-2119. Councilor Monroe seconded the motion.

Councilor Washington introduced the proposed resolution and briefly described the AmeriCorps program, established in June 1994 to provide opportunities for young men and women in America to work on conservation projects while earning a small stipend and college tuition credit. He noted Metro's participation in the local EnviroCorps program affiliation to help restore the Columbia Slough area, and said the proposed resolution would acknowledge Metro's continued support and direct that the resolution with cover letter be sent to all members of Oregon's and southwest Washington's congressional delegations.

Vote: Councilors McCaig, McLain, Monroe, Morissette, Washington and McFarland voted aye. Councilor Kvistad was absent.

The vote was unanimous and the motion passed.

Presiding Officer McFarland revisited Agenda Item No. 2, Citizen Communications.

Councilor Monroe introduced two citizens present who wished to testify, Rose Marie Opp and Lawrence Hudetz, concerning the mid Multnomah County area, newly annexed to the City of Portland, which he noted was what he termed "park poor." Councilor Monroe indicated there was a park behind Midland Library for which plans were being made by the City of Portland and Multnomah County to pave a portion for a parking lot.

Rose Marie Opp testified before the Council regarding the situation, noting she came to Metro because of its involvement in the Greenspaces program. She expressed concerns regarding a parking space program recommended by the library which would take square footage away from an existing park with plans for 117 parking spaces. Ms. Opp said citizens in the neighborhood deemed a separate plan for 99 spaces which would not include a portion of the park was sufficient. She noted a proposal was under discussion for an exchange by creating a man made park in lieu of the footage used for the additional parking the library wanted. Ms. Opp said she found it difficult to obtain clear information when visiting the agencies involved. She noted the Midland Library had used the Beaverton Library as a model for the transportation study done for their library parking problems, and did not feel that was appropriate due to the differences involved.

Ms. Opp noted Ginnie Cooper was the Library Director, who she said had attended neighborhood meetings to bring forward her recommendations. Ms. Opp noted a hearing was to be held on March 28, 1995 at 9:30 a.m. at the Portland Building, 1120 S.W. 5th Ave. in Hearing Room A, second floor.

Councilor McCaig asked that direction be given to Charlie Ciecko, Director of Regional Parks and Greenspaces, to prepare a report for the Council regarding the property in question.

Lawrence Hudetz, 11135 S.E. Yamhill St., Portland, addressed the Council and discussed the context of the hearing to take place. He also discussed his frustration attempting to be heard as a representative voice of the citizens who gave their signatures concerning the matter in protest, which he brought to forward to neighborhood meeting discussions.

Councilor Monroe suggested the possibility that a letter from the Council expressing concern regarding the matter be drafted. Presiding Officer McFarland suggested Council members attend the hearing to ask for information, and asked that information be placed in the Councilor's boxes with information from the Regional Parks and Greenspaces Department. Councilor Washington indicated he would leave a message with Dan Kromer, Department of Regional Parks and Greenspaces requesting the information desired.

## 6. INFORMATIONAL ITEMS

### 6.1 Discussion of MCCI Work Plan

Councilor McLain, liaison to the MCCI, introduced Judy Shioishi, Associate Council Analyst, and acknowledged members of the Metro Committee for Citizen Involvement present at the meeting:

Debra Downey, MCCI member, thanked the Council for not adopting the resolution presented recently to eliminate the 7:00 p.m. Council meetings. She noted two other MCCI members were present who would present their portions of the MCCI Work Plan, Lennie Bjornsen and William Merchant.

Ms. Shioishi referenced a memorandum dated March 20, 1995 containing the MCCI Work Plan. This document has been made part of the permanent meeting record.

Mr. Bjornsen, Mr. Merchant and Ms. Shioishi presented the Work Plans for the groups as identified in the March 20 memorandum. Presiding Officer McFarland acknowledged the good work of the MCCI.

In response to Councilor McCaig, Ms. Shioishi said the intent of the work plan of the MCCI was to enhance the communication stream to the citizen's of the region. Ms. Downey commented on the work plan of Group 2 as an effort to achieve that goal.

Councilor McCaig expressed concerns regarding one way communication, and felt some of the work proposed by the MCCI appeared duplicative of work being done by staff, for example, in the 2040 process.

Bob Bothman, MCCI Vice Chair, addressed the Council and indicated it was his hope that the region's citizens would have a better understanding of the work of Metro through the efforts of the MCCI.

Ms. Shioishi commented regarding the Community New Release distribution to neighborhood organizations, and said the piece was well received.

In response to Councilor Morissette, Ms. Shioishi addressed the budget impact represented in the Work Plan and indicated some additional funding would be necessary.

Councilor McLain clarified some of the Work Plan projects would fit into the current fiscal year, some into FY 1995-96 and others into fiscal years yet to come.

Councilor McCaig expressed concerns about there being a filter for communication with her as a Councilor, and said she rather preferred direct communication from the citizens of the region. She asked concerning discussion

regarding the placement of the Office of the MCCI and whether it might be taken up at another time. Councilor McLain indicated the MCCI members were prepared to go forward with that discussion.

Executive Officer Burton addressed the Council, and said he felt the administration of the activity of work plans such as developed by the MCCI should be placed under the Executive Office. He noted it was his disposition that the Work Plan of the MCCI should have been presented coincident with the presentation of the Proposed FY 1995-96 Budget.

Mr. Bjornsen distributed a document entitled, "MCCI Structure Assessment" drafted by the MCCI Steering Committee and dated March 1, 1995 containing a flow chart demonstrating the current and proposed possible reporting relationship of the MCCI to either the Council or the Executive. He mentioned the possibility was discussed of whether the MCCI could be placed in the Office of the Auditor. Mr. Bjornsen indicated it appeared to be of predominant importance to the MCCI that the MCCI staff have a direct reporting relationship to the MCCI itself regardless of the reporting relationship within the Metro structure.

Ms. Downey said she saw the work of the MCCI as one of fulfilling a partnership and a link to the public to provide more of a response from the public to the Metro Council and the Executive. Mr. Bothman said he saw the work of the MCCI as one of advocacy for Metro.

Angel Olsen, 19319 N.E. Couch, Gresham, addressed the Council, and said she saw a goal of the MCCI to enable citizens of the region to become participants in the governing process through education and training to do so.

Aleta Woodruff, 2143 N.E. 95th, Portland, addressed the Council, and indicated she felt the MCCI would be instrumental in the dissemination of information and knowledge for such Metro efforts and Measure 26-26.

Councilor Morissette addressed the MCCI, and indicated he appreciated the input from the members and had achieved an enhanced understanding of the goals of the MCCI. He indicated it was his desire to work together as a team to do the work of implementing Region 2040.

Councilor Washington indicated he was pleased with the effort made by the MCCI members to enlighten and inform the Council regarding their vision. Presiding Officer McFarland closed saying it was beneficial that the citizens of the region attain a better understanding of what Metro is about and was encouraged that the MCCI intended to work toward that end. Councilor McLain thanked the members of the MCCI for participating and looked forward to a partnership, networking for the good of the public.

Angel Olsen advocated for the Regional Institute for Participation in Government.

## 7. LEGISLATIVE ITEMS

Merrie Waylett, Office of Public and Government Relations, addressed the Council and said caucuses were held this date to discuss light rail funding. She said it was understood the Senate supported moving the light rail funding bill forward, and she said the House was not as supportive, however. She said Burton Weast had indicated that should the Senate pass the bill, it was likely the House would acquiesce.

There being no further business, the meeting adjourned at 9:39 p.m.

Respectfully submitted,

Marilyn E. Geary-Symons  
Council Assistant



**AGENDA ITEM 5.1**  
**Meeting Date March 30, 1995**

**Ordinance No. 95-590**

04

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 95-590,  
RELATING TO THE METRO EXCISE TAX AND  
AMENDING SECTION 7.01.050, EXEMPTIONS,  
OF THE METRO CODE

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Dated: February 6, 1995

Presented by:  
Executive Officer Mike Burton

PROPOSED ACTION

Ordinance No. 95-590 amends the Metro Code section granting exemptions from the Metro Excise Tax.

FACTUAL BACKGROUND AND ANALYSIS

This Ordinance eliminates the present exemption for catering and concessions at the Oregon Convention Center. At the time Metro adopted the excise tax there was an existing contract in place for concessions and catering at the convention center and the Memorial Coliseum. Activities at the Coliseum were exempted from the excise tax because of the provisions of the agreement with the City of Portland transferring City facilities to Metro. The basis for this exemption no longer exists since the original contract will expire prior to July 1, 1996, and Metro no longer operates the Coliseum. In addition, this logical extension of the excise tax would be put into effect at the same time the concession contract is up, July 1, 1995.

The Ordinance also would create a new exemption for the operation of the Glendoveer Golf Course to replace the expiring exemption for all the Metro regional parks system. The exemption would apply to the gross revenues at the golf course, pro shop, and restaurant. All payments made to Metro by the golf course operator are subject to the tax.

The Ordinance also removes the outdated exemption for the Memorial Coliseum.

The Ordinance if adopted by April 1, 1995, would be in effect on July 1, 1995.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 95-590.

011

BEFORE THE METRO COUNCIL

AN ORDINANCE RELATING TO THE	)	ORDINANCE NO. 95-590
METRO EXCISE TAX AND AMENDING	)	
SECTION 7.01.050, EXEMPTIONS, OF	)	Introduced by Mike Burton
THE METRO CODE	)	Executive Officer

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Section 7.01.050 of the Metro Code is amended to read as follows:

7.01.050 Exemptions:

(a) The following persons, users, and operators are exempt from the requirements of this Chapter:

- (1) Persons, users, and operators whom the District is prohibited from imposing an excise tax upon under the Constitution or Laws of the United States or the Constitution or Laws of the State of Oregon.
- (2) Persons who are users and operators of the ~~[Memorial Coliseum,]~~ Portland Civic Stadium or the Portland Center for the Performing Arts.
- (3) Persons whose payments to the District or to an operator constitute a donation, gift, or bequest for the receipt of which neither the District nor any operator is under any contractual obligation related thereto.
- (4) Any persons making payment to the District for a business license pursuant to ORS 701.015.
- (5) Any person which is a state, a state agency, or a municipal corporation to the extent of any payment made directly to the District for any

purpose other than solid waste disposal, use of a Metro ERC Facility, or use of the Metro Washington Park Zoo.

~~[(6) Users who are sublessees, subtenants, sublicensees, or other persons paying compensation for the use of Metro ERC Facilities including payments by users for concessions or catering services made to the Commission or its agents but not users who purchase admission tickets for events at Metro ERC Facilities that are available to members of the general public.]~~

~~[(7)(C) An operator of a franchised processing center that accomplishes material recovery and recycling as a primary operation.~~

~~[(8)(C) Persons making payments to the District on behalf of the Metro Washington Park Zoo for the following purposes:~~

- ~~(A) Contributions, bequests, and grants received from charitable trusts, estates, nonprofit corporations, or individuals regardless of whether the District agrees to utilize the payment for a specific purpose including all payments to the Zoo Parents program;~~
- ~~(B) Corporate sponsorships or co-promotional efforts for events that are open to the general public, or for specific capital improvements, educational programs, publications, or research projects conducted at the Zoo;~~



- (C) Payments that entitle a person to admission to a fund-raising event benefiting the Zoo that is not held on the grounds of the Zoo;
- (D) Payments that entitle a person to admission to a special fund-raising event held at the Zoo where the event is sponsored and conducted by a nonprofit organization approved by the Council and the primary purpose of which is to support the Zoo and the proceeds of the event are contributed to the Zoo;
- (E) Notwithstanding the provisions of subsection (A) through (D) above, all payments received by the District for admission to the Zoo, or which entitle individuals to receipt of food, beverages, goods, or rides on the Zoo train shall be subject to tax regardless of whether payment is received from an individual or otherwise on behalf of special groups including but not limited to employee and family member picnics, corporate or family parties, or similar events.

(8) Users and operators paying compensation to any person who is operating and leasing property at the Glendoveer Golf Course pursuant to a long-term agreement entered into with Multnomah County prior to January 1, 1994.

(b) Any person, user, or operator that is exempt for the payment of an excise tax pursuant to this section shall nonetheless be liable for compliance with this Chapter and the

payment of all taxes due pursuant to any activity engaged in by such person which is subject to this Chapter and not specifically exempted from the requirements hereof. Any operator whose entire compensation from others for use of a District facility is exempt from the provisions of this Chapter shall be deemed to be a user and not an operator.

Section 2. This Ordinance shall become effective on July 1, 1995, or 90 days after the adoption of this Ordinance, whichever date shall occur later.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

ATTEST:

\_\_\_\_\_  
Recording Clerk

gl  
1215

**AGENDA ITEM 6.1**  
**Meeting Date March 30, 1995**

**Resolution No. 95-2121**



**STAFF REPORT**

**IN CONSIDERATION OF RESOLUTION NO. 95- 2/21 FOR THE PURPOSE OF CONFIRMING A CITIZEN MEMBER APPOINTEE TO THE METRO POLICY ADVISORY COMMITTEE (MPAC).**

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**Date: March 16, 1995**

**PROPOSED ACTION:**

**To adopt a resolution naming Peggy Lynch to serve as citizen members of MPAC representing Metro. Council approval constitutes confirmation as required by the Metro Charter and Metro Code Section 6.01.030.**

**BACKGROUND:**

**Peggy Lynch has a long history of citizen involvement and a comprehensive knowledge of public affairs and policy in this region. She is also a business partner in Wing-Lynch Inc. Peggy offers a valuable perspective as a local business owner and citizen representative from Washington County.**

**A copy of her resume is attached for additional information.**





**BEFORE THE METRO COUNCIL**

**FOR THE PURPOSE OF CONFIRMING  
CITIZEN MEMBER APPOINTEES TO  
THE METRO POLICY ADVISORY  
COMMITTEE (MPAC)**

) RESOLUTION NO. 95- 2121  
)  
)  
) Introduced by Mike Burton,  
) the Executive Officer

**WHEREAS, The Metro charter, and Metro Code Section 6.01.030, provides that three citizen members of the Metro Policy Advisory Committee (MPAC) shall be appointed by the Executive Officer and confirmed by the council, and;**

**WHEREAS, The citizen members representing Metro serve indefinite terms until such time as they may be replaced by subsequent appointment or appointments of the Executive officer and confirmed by the council.**

**BE IT RESOLVED,**

**That Peggy Lynch be confirmed as a member of the Metro Policy Advisory Committee (MPAC).**

**ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1995.**

---

**J. Ruth McFarland, Presiding Officer**



PEGGY LYNCH

(503) 646-4580  
(503) 646-6286 fax

3840 SW 102nd Avenue  
Beaverton, OR 97005-3244

COMMUNITY SERVICE RESUME

Community Service Experience:

- Appointed to Metro's Future Vision Commission, May of 1993-(July of 1995?)
- Appointed Washington County citizen alternate to Metro's Regional Policy Advisory Committee, March of 1992-April of 1993
- Original member of a Tri-County citizen group which drafted Bylaws for Metro Committee for Citizen Involvement (CCI), 1991-92
- Beaverton Education Foundation Board of Directors, April of 1991-  
Treasurer, October of 1991-92; Secretary/Treasurer, 1993; Chair of Golden Apple Program, 1992-93; Foundation Board Chair, 1994-95 (includes membership in Beaverton Chamber Business-Ed Committee)  
(organization raises private money for grants to teachers to allow them to do special projects not covered by the public budget; sponsors Golden Apple Awards for District employees; acts as conduit for District sanctioned fundraising groups)
- Washington County's Committee for Citizen Involvement  
Representative from Citizen Participation Organization No. 3, 1990-  
(meet with other Washington County CPO representatives monthly to discuss countywide issues)  
Chair of CCI, June of 1990-Dec. 1993 (took leave of absence July-Nov. 1992)  
(set goals for the CCI, including increased citizen education via a county-wide conference on growth issues and participation in the process to set the work plan for the Dept. of Land Use and Transportation and increased enforcement of the county development code. Helped develop citizen involvement processes for transportation capital improvements program and transportation project development)  
Member of Washington County Economic Development Task Force Steering Committee, 1993  
(charged with proposing an economic development plan to the Washington County Board of Commissioners, targeting specific, attainable goals)  
Member of Washington County Citizen Involvement Task Force, 1994-95  
(charged with reviewing current citizen involvement processes and proposing new and innovative citizen involvement plans, targeting increased involvement by wider spectrum of citizens using modern techniques)
- Citizen Participation Organization No. 3 (West Slope/Raleigh Hills/Garden Home CPO #3)  
(volunteer in various capacities since the mid-1970's, including working on the first community land use plan for Washington County; officer and/or member of CPO 3's Executive Board for a number of years)
- Citizens for School Support  
Speakers Bureau Chair, 1988-90; Secretary, 1990; Steering Committee, 1992-93;  
Co-chair/Measure 1 Campaign, Aug.-Dec. 1993 (political committee formed to facilitate a positive election result in Beaverton School District elections. As with almost all of my public participation, I focused on increasing public education of the issues to allow people to make informed decisions at the ballot box.)
- Citizens for Oregon Schools: member, 1993-  
(statewide advocates for public schools in Oregon)
- Oregon Women's Political Caucus, 1995-
- 1,000 Friends of Oregon, 1994-
- Washington County League of Women Voters: member, 1993-

*-Washington County Public Affairs Forum: member, 1992-*

*-Washington County Council on Aging: member, 1992-*

*-Human Services Coalition of Oregon: member, 1992-*

*-Comprehensive Long-Range Facilities Planning Committee, Beaverton School District, Dec. 1994- (assist in preparing a report to School Board on capital needs of the District: new facilities, modernization of existing facilities, technology needs, ADA and seismic retrofit)*

*-Long Range Facilities Planning Committee, Beaverton School District, 1989-90 (reviewed options for housing increased school population)*

*-Sunset High School Local School Committee (Chair, 1989-90), Beaverton School District, 1987-90 (increased communication between schools and supported staff development towards better education for students at risk and students in the middle)*

*-Cedar Park Intermediate School Local School Committee (Chair, 1986-87), Beaverton School District, 1984-87 (started regular meetings between Cedar and the elementary feeder school LSCs, encouraged increased communication between math and science teachers at all school levels, participated in goal-setting for Cedar)*

#### Outside-the-Home Work Experience:

*-Chief Bookkeeper, Wing-Lynch, Inc., Beaverton, Oregon: 1978-88 (manufacturer of photo equipment and other products for both domestic and international markets)  
(actually worked in various capacities, including systems management, office manager, purchasing, budgeting, sales and technical writing since company's inception as a partnership in 1973)  
(assisted in hiring and training employees in above tasks, have participated in and supervised Accounts Payable, Accounts Receivable, Payroll, monthly Income Statements and Balance Sheets; part of the team which selected the software and hardware for computerizing the business, set up many of the manual systems and then was in charge of converting those to computerized systems and in matching the computer to the jobs which needed to be done)*

*-Biomedical Secretary, Good Samaritan Hospital*

*-Legal Secretary, Beaverton area*

#### Education:

*-University of Oregon and Portland Community College, continuing education  
(coursework in small business and computers)*

*-Oregon Business College, 1967*

*-Oregon State University, 1964-65/Portland State University, 1965*

*-Triangle Lake High School, Class of '64 Valedictorian*

#### Personal/Family:

*-married 29 years to Marine Dee Lynch, President, Wing-Lynch, Inc.*

*-two children: Heather (24, job developer in Tualatin Valley Mental Health's Open Gate Program and married to Aaron Lindquist who works at Eoff Electric while continuing his schooling to become an Emergency Medical Technician) and Mikael (22, self-employed in technical theater in the arts community and member of the Stagehand's Union who has worked for Metro and the Trail Blazers) - both live in the region*

**AGENDA ITEM 6.2**  
**Meeting Date March 30, 1995**

**Resolution No. 95-2117**



STAFF REPORT

**CONSIDERATION OF RESOLUTION NO. 95-2117 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE MULTI-YEAR CONTRACTS WITH DEVIN OIL CO. INC. AND STEIN OIL CO. INC. FOR PURCHASING DIESEL FUEL**

Date: March 10, 1995

Presented by: Jim Watkins

PROPOSED ACTION

Adopt Resolution No. 95-2117 to authorize the Executive Officer to execute agreements for the purchase of diesel fuel for use in the Waste Transport Services contract.

FACTUAL BACKGROUND AND ANALYSIS

In April, 1994, Metro began purchasing diesel fuel required to transport waste from Metro facilities to the Columbia Ridge Landfill per Change Order No. 15 to the Waste Transport Services Contract. As a result of this action, Metro has realized savings of approximately \$50,000 per month. The current agreements to purchase fuel expire March 31, 1995.

In January, 1995 Council adopted Resolution No. 95-2073 which authorized issuance of the request for proposals which would result in replacement agreements. The RFP asked for firms to provide fuel at an eastern Oregon location and/or a western location. Four firms responded to the request. Two firms submitted proposals to provide fuel at an eastern location, one firm proposed for the western location only, and one firm submitted for both locations.

An evaluation team consisting of members of the Solid Waste Department ranked the proposals using the criteria contained in the RFP. The results are

**Results of Diesel Fuel Proposals Evaluation**

Firm	Cost (90pts)	Experience (10pts)	Compliance with specifications (accept./unaccept.)	Total
United Energy Inc. (Western)			Unacceptable- cardlock not within area designated	
Stein Oil Co. (Western)	80	10	Acceptable	90
Devin Oil Co. (Eastern)	90	10	Acceptable	100
Hattenhauer Distributing Co. (Eastern)	89	6	Acceptable	95
United Energy Inc. (Eastern)			Unacceptable- did not comply with specifications	

Staff entered into discussions with the top ranked firms for each location and negotiated the contracts attached to the resolution as Exhibits "A" and "B".

**BUDGET IMPACTS**

Metro would continue to save approximately \$50,000 per month.

**EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends adoption of Resolution No. 95-2117.

CG:clk  
gcyl/graygas/staf/gas.rpt



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE ) RESOLUTION NO. 95-2117  
EXECUTIVE OFFICER TO EXECUTE )  
MULTI- YEAR CONTRACTS WITH DEVIN ) Introduced by  
OIL CO. INC. AND STEIN OIL CO. INC. ) Mike Burton, Executive Officer  
FOR PURCHASING DIESEL FUEL )

WHEREAS, The Metro Council authorized issuance of RFP #94R-35-SW for purchasing diesel fuel for Metro's Waste Transport Contractor; and

WHEREAS, As a result of the procurement two firms (Devin Oil Co. Inc. and Stein Oil Co. Inc.) were selected to provide fuel through the contracts attached as Exhibits "A" and "B"; and

WHEREAS, As a result of this arrangement Metro will continue to realize monthly savings of approximately \$50,000 per month; and

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

BE IT RESOLVED,

That the Metro Council authorizes the executive officer to execute multi-year contracts with Devin Oil Co. Inc. and Stein Oil Co. Inc. attached as Exhibits "A" and "B".

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer



**EXHIBIT "A"**

**CONTRACT NO. 904179**

**PUBLIC CONTRACT**

**THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Devin Oil Co., Inc., whose address is P.O. Box G, Arlington, OR 97812, 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 Attachment A, the Scope of Work. 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 April 1, 1995, through and including June 30, 1996.**

**ARTICLE III**

**CONTRACT SUM AND TERMS OF PAYMENT**

**Metro shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment A, which is incorporated**

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herein by this reference. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A.

#### ARTICLE IV

#### LIABILITY AND INDEMNITY

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

#### ARTICLE V

#### TERMINATION

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

ARTICLE VI  
INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

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

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. Metro, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide Metro with a certificate of insurance complying with this article and naming Metro as an insured within fifteen (15) days of execution of this Contract or twenty four (24) hours before services under this Contract commence, whichever date is earlier.

**ARTICLE VII  
PUBLIC CONTRACTS**

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

**ARTICLE VIII  
ATTORNEY'S FEES**

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

**ARTICLE IX  
QUALITY OF GOODS AND SERVICES**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

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

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**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, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, 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

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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.**

**Devin Oil Company, Inc**

**Metro**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print name and title**

\_\_\_\_\_  
**Print name and title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

CG:rk (03/10/05 1:50 PM)  
e:lgaye@grayco@devin05.com



**ATTACHMENT "A"**

Scope of Work

1. Contractor shall make Branded Chevron, low sulfur, No. 2 diesel fuel available 24 hours per day, seven days a week for Metro's Waste Transport Contractor's (Jack Gray Transport Inc.) over-the-road tractors used to haul waste from Metro transfer stations to the Columbia Ridge Regional Landfill. All fuel provided shall be filtered and free from impurities that might cause damage or impairment to vehicle operation. Fuel shall be weatherized during cold weather to ensure 100% non-gel operation. Contractor shall be liable for damages caused by fuel that is contaminated or otherwise does not meet specifications.
2. Contractor shall provide fuel through its cardlock located at 74567 Highway 19, Arlington, OR. The cardlock shall be accessible through a programmable card assigned to a specific tractor. Contractor shall provide cards to Metro (or a designated party at JGT) within 4 working days of a request. Contractor shall cancel access to the cardlock for a specific card(s) upon 24 hours notice from Metro. The cardlock shall be equipped with two high speed pumps with two satellite nozzles to dispense fuel. Restroom facilities, water and emergency phone services shall be available at site.
3. If the cardlock is disabled, Contractor shall provide fuel through a delivery truck with a meter and issue hand written receipts until the cardlock is operational. The delivery truck shall dispense fuel either at the Columbia Ridge Landfill or at an alternative site acceptable to Metro. The cost to Metro for fuel supplied in this manner shall be the same as if the primary system were available.
4. Contractor's invoice period shall contain the information consistent with the invoice information provided to Metro as of March 1995. Metro shall pay Contractor within 10 working days of receipt of the invoice.
5. Contractor shall supply fuel from the Willbridge, Pasco or Umatilla terminals based on the least expensive combination of rack price and freight. The price per gallon charged to Metro shall be:

	[Willbridge	\$.05]	
Chevron Rack + freight	[Pasco	\$.03]	+ Superfund \$.002 + margin \$.015
	[Umatilla	\$.02]	

No excise tax will be charged to Metro (Contractor will have to pay excise tax if applicable and obtain a refund from IRS). Except for price changes due to changes in the rack price, "blending" or those mandated by State or Federal requirements, price adjustments for the second contract year and any additional years of the contract will be negotiated on the anniversary of the contract based on documented increases in costs. The rack cost will fluctuate based on the price available at each terminal. Cost changes due to State or Federal requirements shall be effective upon implementation.

6. Term - The term of this agreement shall be for a period of April 1, 1995, to June 30, 1996, with the option to extend for up to an additional three years in one year increments, at the discretion of Metro.
7. Working with Metro's transport contractor, Jack Gray Transport, Inc., Chevron branded #2 low sulfur diesel shall be blended with Chevron branded #1 low sulfur diesel to ensure "non-gel" operation when weather conditions require.
8. The delivery of some fuel to a tank located at the landfill during the winter may be negotiated as part of the contract.
9. The \$25,000 deposit provided to the Contractor from its previous contract with Metro shall be retained by Contractor for the duration of this Contract. The entire deposit shall be applied as partial payment to the final payment due under this Contract.

**EXHIBIT "B"**

**CONTRACT NO. 904180**

**PUBLIC CONTRACT**

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Stein Oil Co. Inc., whose address is 19805 McLoughlin, Gladstone, OR 97027, 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 Attachment A, the Scope of Work, which is incorporated herein by this reference. 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 April 1, 1995, through and including June 30, 1996.

### ARTICLE III

#### CONTRACT SUM AND TERMS OF PAYMENT

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

### ARTICLE IV

#### LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, 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 the CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI  
INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

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

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. Metro, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide Metro with a certificate of insurance complying with this article and naming Metro as an insured within fifteen (15) days of execution of this Contract or twenty four (24) hours before services under this Contract commence, whichever date is earlier.

**ARTICLE VII  
PUBLIC CONTRACTS**

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

**ARTICLE VIII  
ATTORNEY'S FEES**

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

**ARTICLE IX  
QUALITY OF GOODS AND SERVICES**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

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



**ARTICLE X**  
**OWNERSHIP OF DOCUMENTS**

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

**ARTICLE XI**  
**SUBCONTRACTORS**

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

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

**ARTICLE XII**  
**RIGHT TO WITHHOLD PAYMENTS**

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

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

### ARTICLE XIII

#### SAFETY

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

### ARTICLE XIV

#### INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, 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.**

**Stein Oil Co. Inc.**

**Metro**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print name and title**

\_\_\_\_\_  
**Print name and title**

\_\_\_\_\_  
**Date**

CG:ck (03/13/95 10:00 AM)  
s:\geye\graygas\stein95.con

\_\_\_\_\_  
**Date**



Attachment "A"

Scope of Work

1. Contractor shall make Branded, low sulfur, No. 2 diesel fuel available 24 hours per day, seven days a week for Metro's Waste Transport Contractor's (Jack Gray Transport Inc.) over-the-road tractors used to haul waste from Metro transfer stations to the Columbia Ridge Regional Landfill. All fuel provided shall be filtered and free from impurities that might cause damage or impairment to vehicle operation. Fuel shall be weatherized for Portland area conditions consistent with the practices of major fuel suppliers. Contractor shall be liable for damages caused by fuel that is contaminated or otherwise does not meet specifications.
2. Contractor shall provide fuel through Pacific Pride cardlocks located at Oregon locations: Rufus, Oregon City, Troutdale, Arlington and at NW 29th Avenue in Portland. Each card shall be programmed to purchase up to 50 gallons per use, except for those tractors based in the Portland area and designated by Metro and JGT, which shall be provided with cards with 120 gallon limit. The cards shall be programmed to provide the same invoice information as provided to Metro as of March, 1995. The cardlocks shall be accessible through a programmable card assigned to a specific tractor. Contractor shall provide cards to Metro (or a designated party at JGT) within 4 working days of a request. Contractor shall cancel access to the cardlock for a specific card(s) upon 24 hours notice from Metro. Restroom facilities, water and emergency phone services shall be available at site.
3. Metro shall purchase the fuel on a cost plus margin basis. If fuel is purchased at a facility owned by the Contractor, Contractor shall charge Metro the following cost: Computer Petroleum Corporation average cost index for fuel at the Portland terminal, plus applicable terminal fees, freight, and terminal taxes (excluding the federal excise tax). In addition to the above cost, the Contractor shall add a 5 cents per gallon margin.

For fuel purchased at Pacific Pride cardlocks not owned by the Contractor, Metro shall be charged the "transfer cost" which shall be the above cost plus 5 cents per gallon. In addition to the transfer cost, the Contractor shall add a 2 cents per gallon margin. Metro shall pay Contractor within 10 business days of receiving invoice.

4. Term - The term of this agreement shall be for a period of April 1, 1995, to June 30, 1996, with the option to extend for up to an additional three years in one year increments, at the discretion of Metro.
5. Within 10 business days from the provision of fuel to Metro by Contractor under this Contract, Metro shall provide the Contractor with a deposit in the amount of \$2,500. The entire deposit shall be applied as partial payment to the final payment due under this Contract.

6. Modifications to Standard Form Contract- Substitute the following for ARTICLE V-  
TERMINATION:

“Either party may terminate this Contract upon giving the other party thirty (30) 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.”

7. The parties shall take any action reasonably necessary to comply with ORS 480.310 et seq. Metro shall take any action reasonably necessary to comply with the safety and operating procedures adopted by Contractor. Without limiting the foregoing, it is specifically agreed that:

7.1 Time is of the essence of this Agreement.

7.2 Metro shall be responsible for all purchases by Metro or any other person using cardlock cards issued to Metro regardless of whether use by such other person is unauthorized or fraudulent.

7.3 Metro represents that it and any person using the cardlock cards delivered to Metro are and shall be aware of the proper use of the cardlock system and shall use safe practice in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from the cardlock system. To the extent allowed under Oregon Statutes and the Oregon Constitution Metro agrees to indemnify and hold Contractor harmless from any claims and costs, including but expressly not limited to those for bodily injury and property damage, which may be occasioned by the negligence or misuse of the cardlock system by Metro or any person using the cardlock system with cardlock cards delivered to Metro hereunder.

7.4 Contractor shall use its best efforts to maintain the cardlock system in good working order and condition as its expense; provided, however, Contractor shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Metro agrees that it and any person using the cardlock cards delivered to Metro shall promptly notify Contractor of any malfunctioning of the cardlock system of which Metro or such person is aware.

7.5 Metro's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any safety or operating procedures. Upon termination, Metro agrees to immediately surrender all cardlock cards issued to Metro.

AGENDA ITEM 6.3  
Meeting Date March 30, 1995

Resolution No. 95-2113





## STAFF REPORT

### **CONSIDERATION OF RESOLUTION NO. 95-2113, FOR THE PURPOSE OF APPROVING THE CONTENT OF PUBLIC INFORMATION MATERIAL FOR THE 1995 GREENSPACES BOND MEASURE**

---

Date: 20 March 1995

Presented by: Ron Klein

#### PROPOSED ACTION

Resolution No. 95-2113 requests the approval of the content of printed material intended to provide the public with factual and impartial information related to the 1995 Greenspaces Bond Measure. *Fact Sheet #4: Land options to purchase open space*, provides a brief description of properties in which Metro or Trust for Public Land has entered into option agreements pending the outcome of Ballot Measure 26-26. The one page fact sheet also includes a regional map depicting the locations of the acquisition sites.

Options held by the Trust for Public Land would be offered for assignment to Metro if the bond measure is approved. Negotiations are continuing for other option agreements and would be added to the fact sheet if those agreements are fully executed at press time.

Public information items such as the fact sheet series were approved for production as authorized by Metro Council in Resolution No. 94-2029B on September 22, 1994 and Ordinance 94-573 on September 28, 1994. The resolution also requires Metro Council to review and approve all bond measure related public information materials prior to printing and distribution.

#### BACKGROUND AND ANALYSIS

On September 23, 1993, the Metro Council passed Resolution No. 93-1844A stating its intent to submit to the voters in 1994, a general obligation bond measure for the acquisition and development of a regional greenspaces system consistent with the Metropolitan Greenspaces Master Plan. Metro staff and Councilors worked extensively with local governments, Greenspaces Policy Advisory Committee, Greenspaces Technical Advisory Committee, Greenspaces Blue Ribbon Committee, and citizens to identify an appropriate bond measure package.

On July 28, 1994, the Metro Council passed Resolution No. 94-2011A, referring a \$138.8 million bond measure to acquire land for a regional system of greenspaces. The Metro Council incorporated local greenspace projects and made final adjustments to the bond measure package totaling \$135.6 million in Resolution No. 94-2049B on November 10, 1994. On January 19, 1995, the Metro Council passed Resolution 95-2074A to change the election date to May 16, 1995 and modify the ballot title to more clearly state the purpose of the bond measure package.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 95-2113.



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING THE  
CONTENT OF PUBLIC INFORMATION  
MATERIAL FOR THE 1995  
GREENSPACES BOND MEASURE

) RESOLUTION 95-2113  
)  
) Introduced by Mike Burton,  
) Executive Officer

WHEREAS, On July 28, 1994, through Resolution No. 94-2011A, the Metro Council referred a \$138.8 million greenspaces bond measure for voter consideration in spring 1995; and

WHEREAS, On September 22, 1994, through Resolution No. 94-2029B, the Metro Council endorsed the production of public information materials for the 1995 greenspaces bond measure, pending the review and approval of the materials by the Metro Council; and

WHEREAS, On September 28, 1994, the Metro Council provided \$12,900 from the General Fund Contingency to produce public information materials for the 1995 greenspaces bond measure as authorized in Ordinance No. 94-573; and

WHEREAS, On November 10, 1994, through Resolution No. 94-2049B the Metro Council modified the greenspaces bond measure to a final \$135.6 million package including 14 regionally significant greenspace acquisitions, 5 regional trail projects, and over 80 local greenspace projects; and

WHEREAS, on January 19, 1995, through Resolution 95-2074A the Metro Council changed the date of the bond measure election to May 16, 1995 and clarified the ballot title; and

WHEREAS, The Metro Council recognizes the need for Metro as the referring agency of a bond measure to provide impartial public information to citizens about the bond measure; now, therefore,

**BE IT RESOLVED,**

1. That the Metro Council approves the content of the 1995 greenspaces bond measure public information product in Exhibit A as impartial, neither supporting or opposing the passage of the measure.
2. That the Metro Council authorizes the Executive Officer to include additional option agreements to the fact sheet list if those agreements have been fully executed at press time.
3. That the public information material in Exhibit A are hereby authorized for subsequent production and distribution with funds approved in Ordinance No. 94-573.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

---

J. Ruth McFarland, Presiding Officer



METRO

# 1995 Ballot Measure 26-26

## Fact Sheet 4: Land options to purchase open space

### What land options have been made to purchase open space?

Metro and the Trust for Public Land have entered into property agreements, called options, with various landowners to purchase property if Ballot Measure 26-26 is approved by the voters. Options held by the Trust for Public Land would be offered to Metro, and the Metro Council could accept assignments of these options to purchase the property for open space, parks and streams.

1. **Rock Creek Corridor** – acquire 31 acres of wetland and upland habitat located west of Portland Community College-Rock Creek Campus in Washington County.
2. **Johnson Creek** – acquire 18.5 acres of wooded habitat (formerly Camp Lowami) along creek in Beaverton.
3. **Coffee Lake** – acquire 57 acres of wetland habitat and viewing area between Tualatin and Wilsonville.
4. **Forest Park** – acquire 2-acre inholding of park (formerly Camp Tolinda).
5. **Skyline Woods** – acquire 10 acres as a link between Hoyt Arboretum, Wildwood Trail and Skyline Boulevard in the hills of southwest Portland.
6. **Marquam Woods** – acquire 20 acres of wooded habitat as a scenic buffer along historic Terwilliger Boulevard.
7. **Willamette Cove** – acquire 27 acres along the east bank of the Willamette River between the St. Johns Bridge and railroad bridge in north Portland.
8. **Willamette Trail Corridor** – acquire 44 acres along the east side of the Willamette River including 3 miles of rail right-of-way and some adjacent wooded habitat.
9. **Whitaker Ponds** – acquire park land along the Columbia Slough in northeast Portland.
10. **East Butte** – acquire 16 acres of wooded habitat (formerly Camp Weiko) in southeast Portland.
11. **Jenne Butte** – acquire 25 acres on extinct volcano just east of Powell Butte in Gresham to complete a 125-acre open space for hiking, biking and habitat.
12. **Sandy River** – acquire 40 acres adjacent to Oxbow Regional Park including habitat along Buck and Gordon creeks.



*Metro Regional Parks and Greenspaces*  
Metro Regional Center  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1850

The material produced by Metro related to the Open Space Acquisition bond measure was authorized by the Metro Council under Resolution 95-2113.



**AGENDA ITEM 7.1**  
**Meeting Date March 30, 1995**

**Resolution No. 95-2120**





STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2120 FOR THE PURPOSE OF  
AUTHORIZING AN EXEMPTION TO COMPETITIVE BIDDING  
PROCEDURES PURSUANT TO METRO CODE CHAPTER 2.04.041 (c),  
AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A MULTI-  
YEAR CONTRACT WITH THE OREGON HISTORICAL SOCIETY

Date: March 17, 1995

Presented by: Patrick Lee

FACTUAL BACKGROUND AND ANALYSIS

For several years, the Oregon Historical Society, under contract to Multnomah County, has provided cultural and historical interpretive services for facilities at Howell Territorial Park, including the Bybee House, Barn Museum, orchard and herb garden. OHS has also been responsible for managing the reservations system for the House and Park since 1993 as part of this contract. The Multnomah County contract (contract no. 300523) expired in 1994. It was the practice of Multnomah County and OHS to enter multi-year contracts with annual renewal provisions.

In December 1993 the Metro Council adopted Resolution No. 93-1877 executing an intergovernmental agreement consolidating the Multnomah County Park Services Division and the Metro Greenspaces programs. Effective January 1, 1994 Metro assumed management responsibility for Bybee House and Howell Territorial Park, including assignment of OHS contract management responsibility from the County.

Approval of this contract will continue the partnership with the Oregon Historical Society in managing and providing direct public services at Howell Territorial Park. The Historical Society furnishes the Bybee House with period artifacts, and is uniquely qualified to interpret the cultural and historical attributes of the House and Park. The Society has also demonstrated an ability to effectively manage the reservations system. Terms of this contract are substantially the same as those of Multnomah County contract no. 300523 and are articulated in Exhibit "A" of the proposed personal services agreement.

FISCAL IMPACT

Compensation in the amount of \$10,305 annually is provided by Metro to OHS on a fixed fee basis for execution of the scope of work. Funds for the current fiscal year's compensation are transferred to Metro from the Multnomah County General Fund and passed through to OHS. This will also be the funding arrangement for FY 1995-96. The OHS contract is designated a "B" contract in the adopted FY 1994-95 budget. Renewal of the contract is also anticipated in the FY 1995-96 Proposed Budget.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 95-2120.



**BEFORE THE METRO CONTRACT REVIEW BOARD**

FOR THE PURPOSE OF AUTHORIZING AN	)	RESOLUTION NO. 95- 2120
EXEMPTION TO COMPETITIVE BIDDING	)	
PROCEDURES PURSUANT TO METRO CODE	)	
CHAPTER 2.04.041 (c), AND AUTHORIZING	)	Introduced by Mike Burton,
THE EXECUTIVE OFFICER TO EXECUTE A	)	Executive Officer
MULTI-YEAR CONTRACT WITH THE	)	
OREGON HISTORICAL SOCIETY	)	

WHEREAS, Metro, via intergovernmental agreement with Multnomah County, assumed management of the Bybee House and Howell Territorial Park pursuant Council Resolution No. 93-1877; and

WHEREAS, for several years Oregon Historical Society (OHS) has provided aspects of operations and maintenance of the Bybee House, Barn Museum and Howell Territorial Park via contract with Multnomah County, including provision of educational interpretive services of the house, farm shed and historical objects and management of the reservations system for the park; and

WHEREAS, OHS is uniquely qualified to perform cultural and historic interpretive services relating to the Bybee House, Barn Museum and related orchards, gardens and historical equipment at Howell Territorial Park; and

WHEREAS, OHS has demonstrated an ability to provide these services and manage the reservations system for Howell Territorial Park cost effectively under prior contracts with Multnomah County; now, therefore,

**BE IT RESOLVED,**

1. The Contract Review Board finds that exemption from competitive bidding requirements will not encourage favoritism in the award of public contracts or substantially diminish competition for public contracts let by Metro.
2. The Contract Review Board finds that award of this contract will result in substantial cost savings to Metro in provision of subject services at Howell Territorial Park.
3. The Contract Review Board exempts the contract with Oregon Historical Society from the competitive bidding requirements pursuant to Metro Code Section 2.04.060.
4. The Contract Review Board authorizes the Executive Officer to execute a MULTI-year contract with the Oregon Historical Society substantially in compliance with the contract form and contract terms reviewed today.

ADOPTED by the Metro Contract Review Board, this \_\_\_\_ day of March, 1995.

---

J. Ruth McFarland, Metro Presiding Officer

PERSONAL SERVICES AGREEMENT

BYBEE HOUSE AT HOWELL TERRITORIAL PARK MANAGEMENT SERVICES

This Agreement, dated this      day of April, 1995 is by and between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, with a mailing address of 600 NE Grand Avenue, Portland, Oregon 97232-2736 and the Oregon Historical Society, with a mailing address of 1200 SW Park Avenue, Portland, Oregon, 97205; hereinafter referred to as the "OHS."

WITNESSETH;

WHEREAS, Metro, via intergovernmental agreement with Multnomah County, assumed management of the Bybee House and Howell Territorial Park pursuant Council Resolution No. 93-1877; and

WHEREAS, for several years OHS has provided aspects of operations and maintenance of the Bybee House, Barn Museum and reservations system for Howell Territorial Park via contract with Multnomah County, including provision of educational interpretive services of the house, farm shed and historical objects and management of the reservations system for the park; and

WHEREAS, Metro believes OHS is uniquely qualified to perform such services and desires OHS to continue to provide the services; now, therefore,

IN CONSIDERATION of those mutual interests and based upon the terms and conditions contained herein, the parties agree as follows:

1. DURATION: This agreement shall be effective from July 1, 1994 to June 30, 1995 with the option to renew annually thereafter for a period not to exceed four additional years (through June 30, 1999).
2. SCOPE OF WORK: Both parties shall provide the funding, pursue the work tasks, and secure the products detailed in "Exhibit A - Scope of Work," attached, by and through the project managers identified herein below.
3. PROJECT MANAGER AUTHORITY:
  - A. The OHS Project Manager shall be Carla Simon, Curator/Bybee-Howell Site Manager, or other such person as shall be designated in writing by OHS. The OHS Project Manager is authorized to carry out all OHS actions referred to herein;

B. The Metro Project Manager shall be Dan Kromer, Operations and Maintenance Supervisor or other such person as shall be designated in writing by Metro. The Metro Project Manager is authorized to carry out all Metro actions referred to herein.

4. **AUTHORITY & RESOURCES:** Both parties certify that they have the authority to execute this agreement and sufficient funds, forces, and other resources available and authorized to finance and accomplish the tasks outlined in "Exhibit A - Scope of Work," attached.

5. **LIABILITY AND INDEMNIFICATION:** Both parties shall indemnify for, and hold the other harmless from, all claims arising out of its negligent or intentional misconduct or that of its officers, employees, or agents. It shall be liable to the other for any damage to the other's property or injury to the other's officers, employees or agents caused by its negligent or intentional misconduct subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

Both parties shall protect, defend and hold the other harmless from and indemnify for any and all liability settlements, losses, costs and expenses in connection with any action, suit or claim resulting from its negligent errors, omissions or acts performed pursuant to this Agreement subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

6. **WORKERS' COMPENSATION:** Both parties and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires Workers' Compensation coverage for all subject workers.

7. **MAINTENANCE OF RECORDS:** All records relating to the Scope of Work shall be maintained on a generally recognized accounting basis and both parties shall have the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained for at least three years after project completion.

8. **PUBLIC DOCUMENTS:** All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs or models that are prepared or developed in connection with this project shall become public property.

9. **PROJECT INFORMATION:** Both parties shall share all project information and fully cooperate with one another on all aspects of the project including actual or potential problems or defects. Project news may be issued jointly or individually with prior notice the other party.

10. **TERMINATION FOR DEFAULT:** Either party may 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 continuation of the project created by this Agreement is seriously impaired. Prior to termination under this provision, the aggrieved party shall provide written notice of the specific act of default and allow thirty (30) days within which to cure the defect. In the event the defect is not cured within that period, the aggrieved party may terminate all or any part of this Agreement.

The party deemed in default shall be liable to the aggrieved party for all reasonable costs and damages incurred as a result of the termination for default.

If, after notice of termination, the parties agree or a court finds that there was no default or that circumstances were beyond the defending party's control, the parties may allow the work to continue or treat the incident as a termination for convenience, in which case the rights of the parties shall be the same as if the termination had been for convenience.

11. **TERMINATION FOR CONVENIENCE:** Either party may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this paragraph shall be effective upon delivery of the written notice of termination.
12. **NONDISCRIMINATION:** During the term of this Agreement, both parties shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
13. **ADHERENCE TO LAW:** Both parties shall comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions required to be included in public contracts including but not limited to all federal and state civil rights and rehabilitation statutes, rules and regulations are hereby included and incorporated by reference.
14. **LITIGATION:** In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court.
15. **INTEGRATION:** This Agreement contains the entire, complete and final working Agreement between the parties and supersedes all prior written or oral discussions or agreements related to the development and pursuit of this project.
16. **AMENDMENT PROVISION:** The terms of this Agreement may only be amended by mutual agreement in writing and signed by the parties.
17. **ASSIGNMENT:** Neither party may assign, delegate, or subcontract for performance of

any of its responsibilities under this Agreement, except as provided in Section I.B.7 of this Agreement without the prior written consent of both Project Managers.

18. **SEVERABILITY:** Should any provision of this agreement be found illegal or unenforceable by a court of proper jurisdiction, the offending provision shall be stricken, but the balance of this agreement will nevertheless remain in full force and effect.
19. **PUBLIC LAW:** Both parties shall comply with all relevant laws of the state of Oregon and to the extent those laws shall apply to this agreement they are hereby specifically incorporated by reference.
20. **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.

OREGON HISTORICAL  
SOCIETY

METRO

\_\_\_\_\_  
Chet Orloff  
Executive Director

\_\_\_\_\_  
Mike Burton  
Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Dan Cooper  
Metro General Counsel



## EXHIBIT A - SCOPE OF WORK

### 1. DESCRIPTION OF SERVICES.

OHS Will provide the following services:

- A. Provide for certain aspects of operations and maintenance of the Bybee House and Barn Museum at Howell Territorial Park, as well as the accurate educational interpretation of the house, farm shed, and historical objects associated with the site except as noted in I.C. below.
  - 1) Provide maintenance functions at the same level as agreed to in Multnomah County Contract No. 300523, dated September 9, 1992, as amended. This includes paying typical utility costs including telephone, garbage and electricity.
  - 2) Interpretive staff will be on site from noon to 5 PM every Saturday and Sunday from June 1 to September 4, 1994, between June 1 and September 3, 1995 up to and including the Labor Day Weekend in succeeding years.
  
- B. Manage the reservation system for Howell Territorial Park which includes the following:
  - 1) Make reservation bookings, handle inquiries, receive all reservation fees, and provide an audit-worthy monthly revenue report to Metro Regional Parks and Greenspaces that includes dates, times and contact persons for all reservations and events hosted during the month. A check for thirty (30) percent of the revenues generated during the month shall be submitted along with the report to the attention of Kathie Smith by the fifteenth (15th) day of the following month.
  - 2) Provide all staffing necessary for the reservation program, a qualified person on-site during each event, open and close facilities, make restrooms, telephone and changing facilities accessible, and provide general litter pickup after each event. Staff shall hold current basic first-aid and CPR cards.

- 3) Provide a fee schedule for reservations and events and a standard reservations form to be approved by Metro Regional Parks and Greenspaces Department. Reservations fees shall include the cost of alcohol permits. As an example the current group picnic reservations schedule for Oxbow Park is as follows:

<u>No. of People</u>	<u>Cost per Group</u>
1-50	\$110
51-150	\$160
151-300	\$210

The cost of an alcohol permit is implicit in the schedule. The reservations form shall indicate that alcohol is permitted to be served subject to permittees compliance with Title 10 of the Multnomah County Code. A copy of Title 10 shall be provided in advance to every reservation-holder/permittee so that he/she may familiarize him/herself and his/her groups with the rules governing activities at Howell Park..

- 4) If alcohol is to be sold by permittee on the Park premises, Metro must approve sales prior to the dates of events for which reservations have been made. Permittee shall also be required to obtain an Oregon Liquor Control Commission (OLCC) permit in advance of the event.
- 5) Require facility renters to develop and execute a legal liability release protecting Metro for any personal property damage or personal injuries that may be incurred by reservation-holders, members of their groups and attendees of events at the House and Park..
- 6) Enforce a 500 person maximum capacity for public use of the House and Park.
- 7) OHS may contract for services and utilize volunteers to assist in execution of the responsibilities agreed to in this contract, provided proof of adequate insurance addressing workers compensation and professional liability for such contractors and volunteers is submitted to and approved by Metro.

C. Metro will provide the following services:

- 1) Routine grounds maintenance, except for the orchard which will be a joint project with Metro assuming lead role. The herb garden and annual planting will be the responsibility of OHS.
- 2) Administer any special use permits outside the reservation program for the House and Park.

- 3) Pay the usual monthly invoices associated with the facility's security system.
- 4) Continue the enhancement of the pasture and wetland areas.
- 5) Manage the contract with Bird of Prey Rescue Northwest, Inc.
- 6) Provide OHS with copies of Title 10 of the Multnomah County Code.
- 7) Provide examples of Regional Parks and Greenspaces Department's fee schedules and reservations forms as requested by OHS. Should OHS choose to use the Department's standard reservations form, the Department will provide OHS with the necessary supply of forms.

## 2. PUBLICITY

Metro reserves the right to review and approve, in writing, all written materials which are intended to promote the use of Bybee House and Howell Territorial Park or special events held therein plus reprinting of existing brochure.

## 3. COMPENSATION

Metro shall pay Contractor \$10,305.00 per year as a fixed fee.

Upon receipt of signed contract, Contractor may invoice Metro and Metro may prepay for the full amount. All correspondence shall be submitted to this address: Metro Regional Parks and Greenspaces Department, 600 NE Grand Avenue, Portland, Oregon 97232-2736.



**AGENDA ITEM 7.2**  
**Meeting Date March 30, 1995**

**Resolution No. 95-2115**



## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 95-2115 FOR THE PURPOSE OF AMENDING CONTRACT NO. 902670 WITH STEVEN M. SIEGEL & ASSOCIATES TO ADD A SOUTH/NORTH TRANSIT CORRIDOR MAJOR INVESTMENT STUDY AND AUTHORIZING EXECUTION OF THE AMENDMENT SUBJECT TO CONDITIONS

Date: March 6, 1995

Presented By: Leon Skiles

## PROPOSED ACTION

Authorization to amend the existing contract between Metro and Steven M. Siegel & Associates to assist the Metro staff in preparing the Major Investment Study (MIS) Final Report for the South/North Transit Corridor Study for an amount not to exceed \$17,600.00.

## FACTUAL BACKGROUND

Metro is seeking a grant of \$12.3 million from the Federal Transit Administration to complete the AA/EIS/PE effort for the South/North LRT. In order to receive this grant and not potentially lose the currently available federal dollars, Metro must complete several new federal requirements including the production of an MIS Final Report. Existing staff resources are not available to complete these requirements in a timely manner.

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 2.04.53."

The Planning Department is administering this Personal Services contract associated with the South/North Transit Corridor Study. This resolution would extend the contract between Metro and Steven M. Siegel & Associates beyond the dollar limitation cited above.

The Scope of Work (attached) for this consultant's contract amendment will include:

1. Determination of an appropriate format for the MIS report;
2. Preparation of technical analyses;
3. Preparation of draft MIS report;
4. Implementation of a review and comment process on the MIS report;
5. Preparation of a final report and transmittal summary; and
6. Assistance in preparing a Regional Transportation Plan amendment and Transportation Improvement Program amendment (both amendments are essential to the South/North programming of funds).

The rationale for this extension is:

- This consultant was selected through a competitive process to perform essential and specific work on this project;
- The original competitive selection anticipated that the services would be performed through the project phases and would lead to the selection of study alternatives within a Draft Environmental Impact Statement, termed as Tier I funding;
- The *Major Investment Study Final Report* is a new Federal Transit Administration requirement that needs to be in place prior to initiating work on the Tier II Draft Environmental Impact Statement/Preliminary Engineering Phase;
- The consultant's qualifications and work on the previous tasks within Tier I makes them uniquely qualified for and would contribute to the efficient accomplishment of the *Major Investment Study Final Report*.
- Funding for the South/North Transit Corridor Study has been secured through a variety of sources, for consultant services contracts, including this contract extension, through executed grants from local, state and federal sources;

Therefore, the Metro Council, acting as Contract Review Board, is hereby requested to specifically exempt this amendment from competitive procurement procedures of Section 2.04.053 and authorize the Executive Officer to execute a contract amendment for the attached Scope of Work for an additional amount not to exceed \$17,600.00 and raising the authorized contract total to \$139,490.

#### STAFF RECOMMENDATION

Staff recommends the issuance of this Contract Amendment to Steven M. Siegel & Associates.

#### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 95-2115.



BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AMENDING ) RESOLUTION NO. 95-2115  
CONTRACT NO. 902670 WITH STEVEN )  
M. SIEGEL & ASSOCIATES TO ADD A ) Introduced by Mike Burton,  
SOUTH/NORTH TRANSIT CORRIDOR ) Executive Officer  
MAJOR INVESTMENT STUDY AND )  
AUTHORIZING EXECUTION OF THE )  
AMENDMENT SUBJECT TO CONDITIONS )

WHEREAS, The Regional Transportation Plan has designated the South/North Transit Corridor as the region's next priority for development following completion of Light Rail Transit in the Westside Corridor and Hillsboro Extension; and

WHEREAS, Tier I of the South/North Transit Corridor Study is concluding with identification of the light rail alignment and termini alternatives to be studied further in the Tier II Draft Environmental Impact Statement/Preliminary Engineering Phase; and

WHEREAS, The Federal Transit Administration has issued new regulations implementing the Intermodal Surface Transportation Efficiency Act of 1991 and requiring completion of a *Major Investment Study Final Report* before Federal Transit Administration will authorize the Corridor to advance into the Tier II Draft Environmental Impact Statement/Preliminary Engineering Phase of the Study; and

WHEREAS, Metro is seeking a grant of \$12.3 million from the FTA which cannot be awarded until this MIS Final Report is complete; and

WHEREAS, Steven M. Siegel & Associates is currently under contract with Metro to provide similar Tier I services for the South/North Study; and

WHEREAS, Consultant services are needed to provide specific technical expertise and to perform tasks required to meet federal requirements in a timely manner; and

WHEREAS, Metro Code Section 2.04.054(a) (3) requires that "any amendment or

extension to a Personal Services contract "...exceeding \$10,000 shall not be approved unless the Contract Review Board shall have specifically exempted the contract amendment from competitive procurement procedures of Section 2.04.53."; now, therefore

BE IT RESOLVED,

That the Metro Council acting as Contract Review Board hereby approves the issuance of Contract Amendment No. 4 attached hereto as Exhibit A, and authorizes the Executive Officer to execute a contract amendment to assist in the development of a *Major Investment Study Final Report* for the South/North Transit Corridor Study in an amount not to exceed \$17,600.00.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1995.

---

J. Ruth McFarland, Presiding Officer

ACC:lmk  
95-2115.RES  
3-13-95

**EXHIBIT A**  
**SCOPE OF WORK**  
**MAJOR INVESTMENT STUDY FINAL REPORT/RTP UPDATE/TIP AMENDMENT**  
**FOR THE SOUTH/NORTH CORRIDOR PROJECT**

**I. PURPOSE**

A *Major Investment Study (MIS) Final Report* must be prepared as a precursor to the Draft Environmental Impact Statement (DEIS) and Preliminary Engineering (PE). The MIS Final Report must define the scope and design concept of the project which will be examined in the DEIS/PE stage. The *Major Investment Study Final Report* will comply with the:

- Criteria set forth in Section 3(i) of the Federal Transit Act
- Regulations for Metropolitan Planning set forth in the Federal Register dated October 28, 1993
- Guidance on Major Investment Studies set forth in the Question and Answer piece distributed by Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) dated August 19, 1994.

In addition to preparation of the MIS Final Report, Metro must prepare and adopt a Regional Transportation Plan (RTP) update and Transportation Improvement Program (TIP) amendment.

Within this context, the purpose of this Scope of Work is to:

- Prepare a Major Investment Study Final Report
- Prepare associated amendments to the RTP and any needed back-up material.
- Assist in developing the associated amendment to the TIP
- Assist in securing approvals from the Federal Transit Administration.

**II. WORK TASKS**

**A. DETERMINE AN APPROPRIATE FORMAT FOR THE MAJOR INVESTMENT STUDY FINAL REPORT**

- [a] Assess the criteria set forth in Section 3(i) of the Federal Transit Act regarding the Secretary's criteria for allowing projects to enter into Preliminary Engineering.
- [b] Review FTA regulations and guidances with regards to an MIS.
- [c] Review the MIS prepared for the Hillsboro Project.

- [c] Review the MIS prepared for the Hillsboro Project.
- [d] In conjunction with Metro staff, consult with FTA officials regarding MIS requirements.
- [e] Meet with Metro staff to finalize a detailed format and scope for the MIS report.

**B. PREPARE TECHNICAL ANALYSES REQUIRED FOR AN MIS FINAL REPORT**

- [a] Determine an appropriate method for and assist Metro in preparing a cost-effectiveness assessment for the MIS Report.
- [b] Review and summarize appropriate components of the:
  - MIS Consultation Report (12/14/94, Metro)
  - Scoping Report
  - Tier I Final Report
  - Tier I final action by Metro Council
- [c] Provide a project justification (purpose and need).
- [d] Document the "cooperative and collaborative process" that was followed in "establishing the range of alternatives considered" and demonstrate that the range of alternatives was reasonable using the provisions of National Environmental Protection Agency, as reflected by 40 CFR Parts 1500-1508 and 23 CFR Part 771, and best professional practices.
- [e] Identify the likely impacts and consequences of the alternatives considered for the corridor including an evaluation of the effectiveness and cost-effectiveness of alternative investments in attaining local, state and national goals and objectives.
- [f] Document the "proactive public involvement process" that was followed in narrowing the alternatives and demonstrate the compliance of the process with the above mentioned regulations.
- [g] Provide information to assist in making the appropriate conformity determinations.
- [h] Address Executive Order 12898: Federal Actions to Address Environmental Injustice in Minority and Low-Income Populations
- [i] Address Executive Order 12893: Principles of Federal Infrastructure Investments
- [j] Address the New Start Criteria set forth in Intermodal Surface Transportation Efficiency Act which includes:

- a comprehensive review of mobility, improvements, environmental benefits, cost effectiveness and operating efficiencies which, at a minimum must account for congestion relief, improved mobility, air pollution, noise pollution, congestion, energy consumption and all ancillary and mitigation costs necessary to implement each alternative considered.
- an account of the degree of financial commitment including the availability of contingency funds, and evidence of stable and dependable funding to construct, operate and maintain the system. The stability assessment must include existing and future anticipate grant commitments, the degree to which funding sources are dedicated to the proposed project and any debt obligations which are proposed.
- an account of transit supportive existing land use policies and future patterns.
- consideration of the mobility of transit-dependent populations
- consideration of economic development factors

[k] Examine freight movement and delivery.

[l] Define the scope and design concept of the project which will be examined in the DEIS/PE stage.

#### C. PREPARE A DRAFT MIS FINAL REPORT

[a] Prepare a draft MIS Final Report which compiles the analyses prepared in Task B.

#### D. IMPLEMENT A REVIEW AND COMMENT PROCESS ON THE MIS REPORT

[a] Review draft MIS Final Report with Metro staff and revise accordingly.

[b] As requested by Metro, review draft Final MIS Report with staff from affected jurisdictions and revise accordingly.

[c] Participate in Project Management Group meetings regarding the MIS Final Report, as requested by Metro.

[d] Provide advice to Metro on Federal Transit Administration issues.

#### E. PREPARE A FINAL REPORT AND TRANSMITTAL SUMMARY

[a] Based on the comments received from Metro, affected governments and FTA, prepare a Final Draft of the MIS Final Report.

- [b] Continue with further reviews until the adoption draft of the MIS Final Report is accepted by Metro staff.
- [c] Prepare a transmittal letter for the MIS Final Report which includes a detailed summary of the results of the MIS Final Report.

**F. ASSIST IN PREPARING RTP AMENDMENT AND TIP AMENDMENT**

- [a] Prepare, or assistance in the preparation of, language to include the Tier I decision regarding Phase I and Phase II of the South/North Corridor Project in the RTP update.
- [b] Determine an appropriate financing plan for the South/North Corridor Project to be incorporated in or to be background to the financially constrained RTP.
- [c] Assist in determining an appropriate method for incorporating the South/North Corridor Project in the Transportation Improvement Program by consulting with FTA and Oregon Department of Transportation staff.

**III. TIME ALLOCATION**

<b>TASK</b>	<b>HOURS</b>
A. Determine an Appropriate MIS Report Format	10
B. Prepare Technical Analyses	120
C. Prepare Draft MIS Report	20
D. Implement MIS Report Review/Comment Process	25
E. Prepare Final Report and Transmittal Summary	15
F. Assist PREPARATION OF RTP & TIP Amendment	30
<b>TOTAL</b>	<b>220</b>

**IV. BUDGET**

The Scope of Work described above requires a \$17,600 increase (220 hours x \$80.00 per hour) to the maximum compensation allowed under the contract.

**AGENDA ITEM 7.3**  
**Meeting Date March 30, 1995**

**Resolution No. 95-2116**





## STAFF REPORT

CONSIDERATION OF RESOLUTION 95-2116: AN EXEMPTION TO METRO CODE CHAPTER 2.04.041 (C) TO ENTER INTO A SOLE SOURCE CONTRACT WITH MR. JOHN R. FRASER TO PROVIDE EXPERTISE ON COLLECTING, ANALYZING, AND INTERPRETING ACOUSTICAL DATA GERMANE TO THE WASHINGTON PARK LIGHT RAIL STATION CONSTRUCTION RESEARCH PROJECT.

---

Date: 30 March 1995

Presented by: Dr. Jill Mellen

### FACTUAL BACKGROUND AND ANALYSIS

The noise and vibration from the Tri-Met blasting may potentially have a negative impact on the health and well-being of the zoo's animal collection. In order to monitor this situation, we requested funds from Tri-Met to systematically study the relationship between the noise/vibration and the behavior and physiology of selected animals within the zoo's collection.

Monitoring the full spectrum of sound and vibration is an essential component of this study. While zoo staff will collect and interpret behavioral and physiological data, we need expertise and assistance in linking those behavioral and physiological data with the occurrence of sound and vibration associated with blasting.

John R. Fraser possesses a unique combination of skills that we find unparalleled. Unlike traditional studies on single aspects of environmental change, John's research focuses on the correlation of multiple physical stimuli as co-dependent variables in captive and free-ranging animals. John has previously conducted research focusing on statistical correlations between behavior and the constructed environment. He possesses proven and unique qualifications in animal psychology, architecture, technical recording protocols for long-term environmental assessment for multi-zoo studies (correlation of multiple physical stimuli as co-dependent variables for four endangered species at 52 zoos in North America). Additional relevant research projects include: influence of constructed habitats on captive wildlife breeding, developing methods of applying facilities data from captive species studies to predict the impact of environmental change on endangered wild populations, feasibility of a mixed species African Tropical Forest Exhibit for the Metro Toronto zoo including strategies for development without relocation of the existing gorilla population, and evaluation of outdoor exhibit expansion and indoor (research and off-exhibit holding) areas without relocation of the existing orangutan populations.

In short, Mr. Fraser will help us link the noise and vibration that the animals perceive during blasting for the Washington Park Light Rail Station with behavioral and physiological measures of health and well-being of the Zoo's animal collection.

The services of Mr. John Fraser are critical to the evaluation of the impact of construction on the health and well-being of the Zoo's animal collection. We believe that he is the best person to provide the critical acoustical expertise for this project and that it would be prudent to hire him for this project as outlined.



BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING AN )  
EXEMPTION TO METRO CODE CHAPTER )  
2.04.041 (C) TO ENTER INTO A SOLE )  
SOURCE CONTRACT WITH JOHN R. FRASER )  
TO PROVIDE EXPERTISE ON COLLECTING, )  
ANALYZING, AND INTERPRETING ACOUSTICAL )  
DATA GERMANE TO THE WASHINGTON PARK )  
LIGHT RAIL STATION CONSTRUCTION RESEARCH )  
PROJECT. )

RESOLUTION NO. 95-2116

Introduced by Mike Burton,  
the Executive Officer

WHEREAS, systematic recording of noise and vibration associated with the blasting and other construction activity for the Washington Park Light Rail Station is critical to documentation of the impact on the Zoo's animals, and

WHEREAS, MWPZ has received federal funding to permit the monitoring of the animals' behavioral and physiological responses to TriMet's construction of a Light Rail Station at Washington Park which is presently underway, and

WHEREAS, a limited number of companies/individuals possess the expertise necessary to monitor the type and use of acoustic recording as well as in the interpretation of said results as they impact animals and a team approach is commonplace for such endeavors, and

WHEREAS, John R. Fraser has performed similar work (Metro Toronto Zoo; Canadian Wildlife Service, Environment Canada; collaboration with a federally funded, multi-institutional study at 17 zoological institutions in North America) possesses a unique combination of skills to both monitor and interpret the results, and is readily available for this assignment, and

WHEREAS, a traditional public RFP process for such services would add complexity, postpone immediate action and add cost to such a project, but result in limited competition and no specific assurances as to the quality of the work performed, and

WHEREAS, use of John R. Fraser's services would expeditiously satisfy the MWPZ's immediate need without encouraging favoritism or substantially limiting competition within the marketplace,

WHEREAS, the Metro Council as public Contract Review Board declares that pursuant to Metro Code Chapter 2.04.041(c) the use of John R. Fraser as consultant to the acoustic component of this study is a sole source transaction not subject to competitive bidding since this single exception will not encourage favoritism or substantially diminish competition for public contracts, in that only one qualified vendor exists, and will result in substantial cost savings and project enhancement for the Zoo, in that unqualified vendors or a combination of multiple consultants will not result in substantial cost savings and project enhancement for the Zoo, therefore,

**BE IT RESOLVED,**

**That the Contract Review Board declares the use of John R. Fraser under the terms stated above to a sole source procurement exempt from competitive bidding, and authorized the Executive Officer to execute a contract in a form substantially similar to the attached scope of work.**

**ADOPTED by the Metro Contract Review Board this \_\_\_\_\_ day of \_\_\_\_\_, 1995.**

\_\_\_\_\_  
**J. Ruth McFarland, Presiding Officer**

**Exhibit A**  
**Scope of Work**

The contractor will:

1. Assist the Zoo in developing the acoustical data collection criteria for Tri-Met, including deliverables and monitoring required.
2. Attend a meeting with Tri-Met representatives to develop an agreed upon monitoring program including locations, schedule and monitoring protocol.
3. Meet with the Zoo's Research staff to develop acoustical data collection protocols that will permit correlation with behavioral and physiological data.
4. Assist with acoustical data assessment by providing review of the sound and vibration reports and quantification of the data to correlate to behavioral and physiological data.
5. Assist in analyses and interpretation of acoustical data in relation to behavioral and physiological data.
6. Provide advice by telephone and FAX throughout the construction period on issues that may affect the research project.

The fee for this work will not exceed US\$4500 including John Fraser's time, one trip to Portland OR, accommodation and food for a three-day trip to Portland to attend the meetings, and assistance in interpreting the acoustical data. Date for this three-day visit would be mutually agreed upon with at least 15 days' notice given to Mr. Fraser.

Prior to Mr. Fraser's visit to Portland, the Zoo will provide copies of geotechnical reports for the construction site, the structural drawings for the buildings housing the 14 species intensively monitored, and a scaled site plan showing the location of the buildings.

## Terms of Payment

1. The fee for this work will be US\$4400 including: a) one round trip airfare to Portland, b) accommodation and food for a three-day trip to Portland to attend the meetings establishing acoustical data collection protocol, c) John Fraser's time for the duration of this 8-month study assisting in analysis, interpretation and correlation of acoustical to behavior/physiological data.
2. Disbursements not to exceed US\$100.00 (long distance telephone, FAX, courier and out-of-office printing charges) may be billed to the Metro Washington Park Zoo.
3. Payment will be made upon completion of project tasks outlined in scope of work. Each invoice must identify tasks completed and include bills for all out-of-pocket expenses.
4. Contractor shall provide invoices to Metro, 600 Grand Avenue, Portland, OR 97232-2736, and send a copy to Metro Washington Park Zoo, Attn: Dr. Jill Mellen, Conservation Research Coordinator, 4001 S.W. Canyon Road, Portland OR 97221-2799.
5. Invoices must be approved by the Conservation Research Coordinator, Dr. Jill Mellen, prior to payment by Metro.
6. Payment will be made for all approved invoices within 30 days after receipt of the same.



**METRO**

March 30, 1995

Virginia L. Gustafson, Hearings Officer  
Portland Planning Bureau  
1120 SW Fifth Ave.  
Portland, OR 97204

Dear Ms. Gustafson:

We are writing in regard to the application by Multnomah County for a conditional use permit to expand the Midland Branch Library at SE 122nd and Morrison (File # LUR 95-00039 CU). Our concern is to preserve as much open space as possible, and for that reason, we support the proposal with the smaller, 99 space parking lot. We oppose the larger, 117 space parking lot because it would require the paving over of a portion of Midland Park.

Metro has an adopted policy, contained in the Greenspaces Master Plan, to acquire and preserve open spaces throughout the region. The Metro Council is very committed to implementing this policy, which is demonstrated by our action to place a bond measure for Open Spaces, Parks, and Streams before the voters in May of this year. We believe that reduction of the open space of Midland Park is contrary to the goals of the Greenspaces Master Plan, and we cannot support any such reduction.

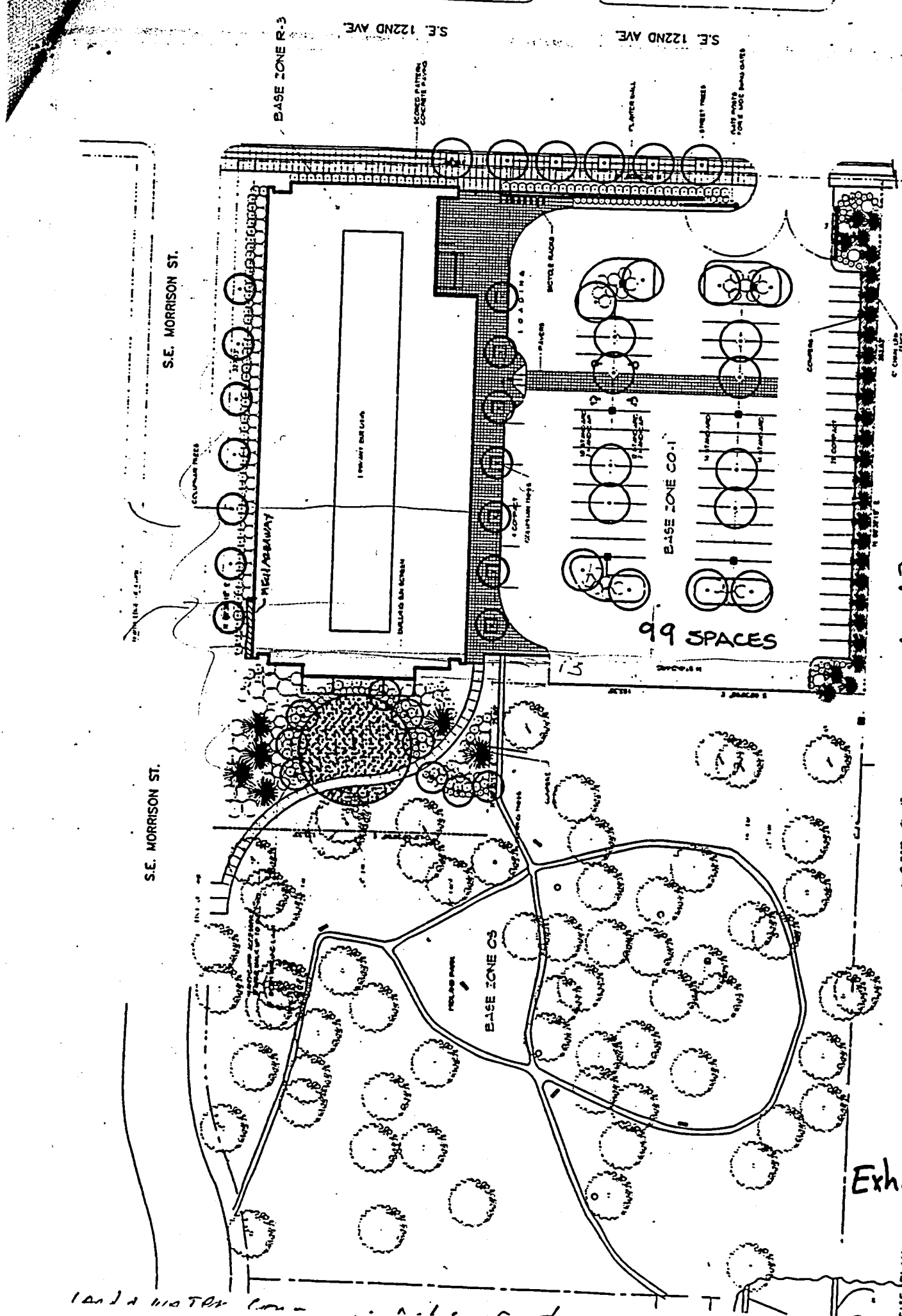
The case of Midland Park is particularly relevant because mid-Multnomah County is a park deficient area, and reduction in the size of an existing park only exacerbates that situation. While the larger parking lot for the Midland branch library would only produce a small reduction in the park's size, that park is already a small, neighborhood park, and any reduction will be felt. In the case before you, there is a proposed alternative, which is to have a slightly smaller parking lot. We do not believe, based on the information in the staff report, that the case has been clearly made of the need for the larger lot. In the absence of a compelling need, we urge you to support the application for the conditional use permit with the 99 space parking lot and preserve all of Midland Park.

Sincerely,

Councilor Ruth McFarland  
Presiding Officer  
District 1

Councilor Rod Monroe  
Deputy Presiding Officer  
District 6

cc: Lawrence Hudetz  
RoseMarie Opp



S.E. MORRISON ST.

S.E. 122ND AVE

BASE ZONE R-3

BASE ZONE CO-1

BASE ZONE CO-1



THOMAS HACKER  
AND ASSOCIATES  
ARCHITECTS P.C.

THOMAS HACKER AND ASSOCIATES  
ARCHITECTS  
2001 S. W. 12TH AVE.  
MIAMI, FL 33135

MULTNOMAH COUNTY  
MILOMAD BEANS LIBRARY

LUR 95 - 000396u A7

Exh. D-1

SITE PLAN

L1.1

1000 WATER ...



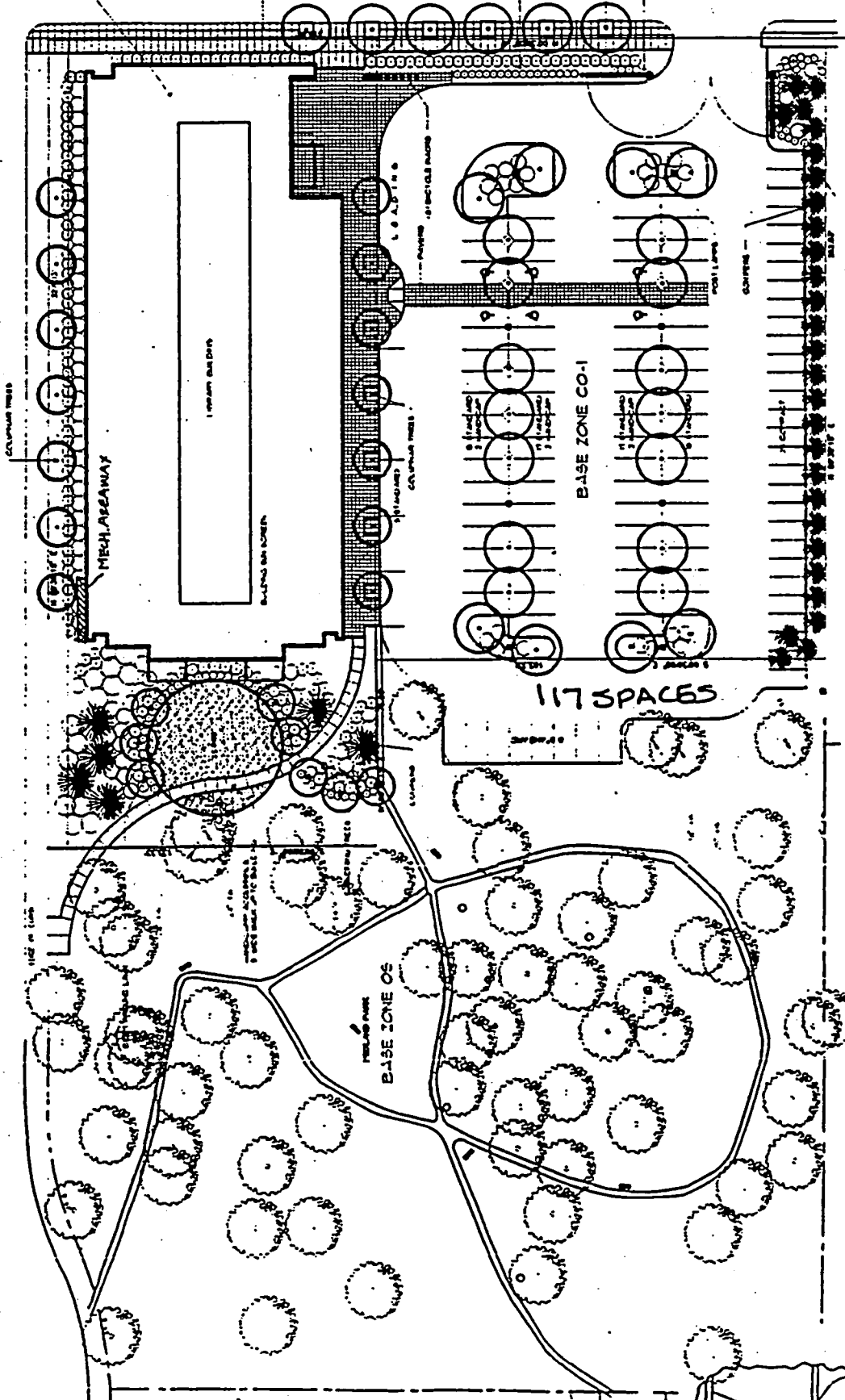
S.E. MORRISON ST.

S.E. MORRISON ST.

S.E. 122ND AVE

S.E. 122ND AVE

BASE ZONE R-3



LUR 95-00039 CU AD

Exh. D

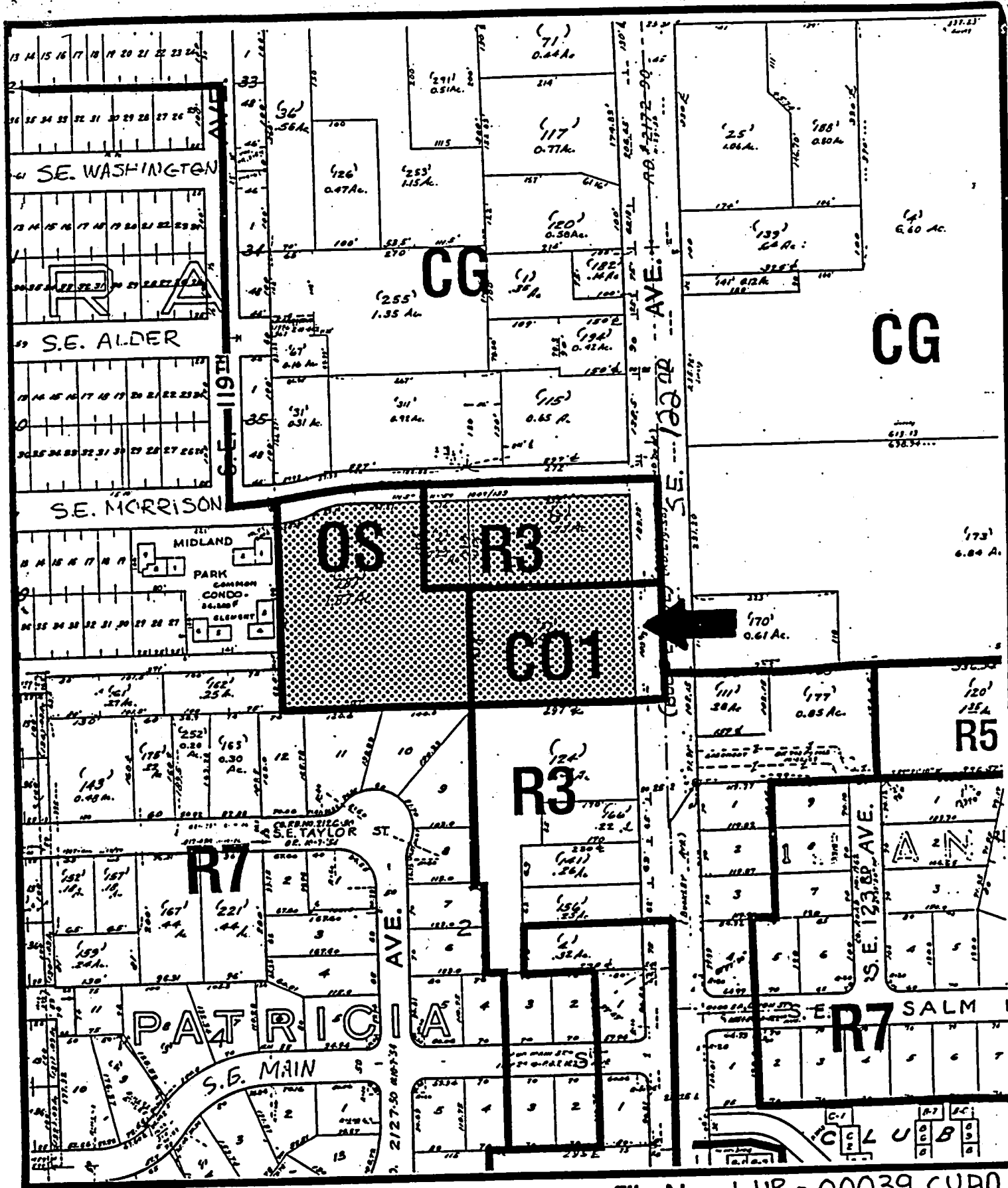
SITE PLAN



THOMAS HACKER AND ASSOCIATES

THOMAS HACKER AND ASSOCIATES  
ARCHITECTS  
1000 N. 10TH ST. SUITE 100  
DENVER, CO 80202

MULTITHOMAS COUNTY  
MIDLAND BRANCH LIBRARY  
100 S. THOMAS COUNTY LIBRARY



# Zoning

 Site



File No. LUR - 00039 CU,AD  
 1/4 Section 3142  
 Scale 1" = 200'  
 Request                       
 Exhibit B

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 95-12

Authorizing supplemental amendments to the FY 1994-1995 Adopted Budget for the Spectator Facilities - PCPA Fund.


The Metropolitan Exposition-Recreation Commission finds that the following supplemental budget amendments are necessary:

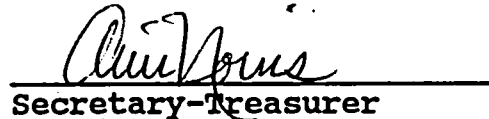
	<u>Adopted Budget</u>	<u>Amendment</u>	<u>Revised Budget</u>
Total Resources	\$3,725,058	\$1,369,000	\$5,094,058
Personal Services	\$3,401,462	\$ 633,600	\$4,035,062
Mat'l & Services	\$ 743,630	\$ 30,000	\$ 773,630
Capital Outlay	\$ 110,000	\$ 12,000	\$ 122,000

BE IT THEREFORE RESOLVED:


That the Metropolitan Exposition-Recreation Commission approves the above supplemental budget amendments (details attached and submits them to the Metro council.

Passed by the Commission on March 16, 1994.

  
Chairman

  
Secretary-Treasurer

Approved as to Form:  
Daniel B. Cooper, General Counsel

By:   
Mark B. Williams  
Senior Assistant Counsel

STAFF REPORT

Agenda/Item Issue: Approval of the Supplemental Amendment to the FY 94-95 budget.

Resolution No. 95-12

Date March 16, 1995

Presented By: Norman Kraft

**BACKGROUND AND ANALYSIS:**

Oregon Budget Law requires that an entity not over-expend an adopted budget authority. An over-expenditure is a violation of budget law. Therefore, it is necessary to prepare a budget amendment that recognizes previously unanticipated revenues and related expenditures among the budget authority levels so that an over-expenditure does not occur. Three events have occurred that we were not able to incorporate into the drafting of the FY 94-95 budget. One was the addition of four weeks of performances of Miss Saigon which starts on June 6, 1995. The contract was not signed until September 1994 with the promoter Alan Wasser. The second was the signing of a contract with Dan Bean Presents for a five week Broadway Series. The contract was signed in late March of 1994 but the actual dates and their requirements were not known until much later. The third event was the re-allocation of a portion of OCC Hotel/Motel Tax revenues in late May by Multnomah County. There was not enough time nor information to prepare the technical changes to the FY 94-95 budget during the Metro Council process. At this time, staff has determined that there is a need to cover projected over-expenditures of budget due to these additional nine weeks of performances.

**FISCAL IMPACT :**

This resolution recognizes an additional \$769,000 of revenues due to operational activities and a related \$675,600 of expenditures for a net positive cash flow of \$93,400. This positive cash flow combined with the \$600,000 in Hotel/Motel Tax revenues will cause a reduction of the budgeted/projected negative cash from \$1,006,772 to \$313,372. This means the PCPA will use less of its Fund Balance than was anticipated.

Explanation for the individual line item amendments are included in the attached exhibits.

**RECOMMENDATION:**

Staff recommends that the MERC Commission approve the 1994-1995 supplemental budget amendments and forward them to the Metro Council for their consideration and approval.

ACCT #	DESCRIPTION	ADOPTED FY 94-95	ADJUSTMENT	BUDGET FY 94-95
<b>REVENUES:</b>				
347200	RENTALS (BLDG & EQUIPMENT)	695,000	0	695,000
347100	USER FEES	810,000	135,000	945,000
347311	CONCESSIONS/CATERING	150,000	0	150,000
347500	MERCHANDISING	50,000	0	50,000
347600	UTILITY SERVICES (ALL)	0	0	0
347700	COMMISSIONS	170,000	0	170,000
372100	REIMBURSED - LABOR	1,695,058	619,000	2,314,058
374000	PARKING	0	0	0
379000	MISC. REVENUE	80,000	0	80,000
<b>TOTAL OPERATING REVENUES</b>		<b>3,650,058</b>	<b>754,000</b>	<b>4,404,058</b>
338100	HOTEL/MOTEL TAX	0	600,000	600,000
361100	INTEREST ON INVESTMENTS	75,000	15,000	90,000
<b>TOTAL OTHER RESOURCES</b>		<b>75,000</b>	<b>615,000</b>	<b>690,000</b>
<b>TOTAL REVENUES/RESORCES</b>		<b>3,725,058</b>	<b>1,369,000</b>	<b>5,094,058</b>
<b>PERSONAL SERVICES</b>				
511121	SALARIES - FULL-TIME	519,676	0	519,676
511221	WAGES - FULL-TIME	366,364	0	366,364
511225	WAGES - PART-TIME	1,762,588	485,000	2,247,588
511400	OVERTIME	26,000	10,000	36,000
512000	FRINGES	726,834	138,600	865,434
<b>TOTAL PERSONAL SERVICES</b>		<b>3,401,462</b>	<b>633,600</b>	<b>4,035,062</b>
<b>MATERIAL &amp; SERVICES</b>				
521100	OFFICE SUPPLIES	17,000	0	17,000
521200	OPERATING SUPPLIES	0	0	0
521210	LANDSCAPE SUPPLIES	0	0	0
521220	CUSTODIAL SUPPLIES	0	0	0
521290	OTHER SUPPLIES	59,864	0	59,864
521292	SMALL TOOLS	3,662	0	3,662
521293	PROMOTION SUPPLIES	1,170	0	1,170
521310	SUBSCRIPTIONS	340	0	340
521320	DUES	975	0	975
521400	FUELS	0	0	0
521510	MAINT & REPAIR SUPPLIES - BLDG	7,000	0	7,000
521520	MAINT & REPAIR SUPPLIES-GROUNDS	0	0	0
521530	MAINT & REPAIR SUPPLIES-VEHICLE	0	0	0
521540	MAINT & REPAIR -SUPPLIES EQUIP	19,440	0	19,440
521541	MAINT & REPAIR-SUPPLIES - SHOWS	0	0	0
523200	MERCHANDISE FOR RESALE	8,500	0	8,500
524130	PROMOTION/PUBLIC RELATIONS	3,371	0	3,371
524190	MISC PROFESSIONAL SERVICES	15,000	0	15,000
525110	UTILITIES - ELECTRICITY	164,800	20,000	184,800
525120	UTILITIES - WATER & SEWER	31,250	0	31,250
525130	UTILITIES - NATURAL GAS	43,230	5,000	48,230
525150	UTILITIES - SANITATION	10,300	0	10,300
525190	UTILITIES - OTHER	0	0	0
525610	MAINT & REPAIR SERVICES - BLDG	41,200	0	41,200
525620	MAINT & REPAIR SERVICES-GROUNDS	50,633	0	50,633
525640	MAINT & REPAIR SERVICES-EQUIP	0	0	0
525641	MAINT & REPAIR-SERVICES-SHOWS	0	0	0
525690	MAINT & REPAIR-SERVICES-OTHER	0	0	0
525710	RENTAL - EQUIPMENT	10,284	0	10,284
525720	RENTAL - LAND & BUILDING	95,000	0	95,000
525740	CAPITAL LEASES	9,170	0	9,170
526100	INSURANCE	0	0	0
526200	ADVERTISING	1,592	0	1,592
526310	PRINTING SERVICES	7,420	0	7,420
526320	TYPESETTING & REPROGRAPHIC	750	0	750
526410	TELEPHONE	39,000	5,000	44,000
526430	CATALOGUES & BROCHURES	3,600	0	3,600
526440	DELIVERY SERVICES	1,275	0	1,275
526420	POSTAGE	15,750	0	15,750
526500	TRAVEL	844	0	844
526690	CONCESSIONS	0	0	0
526700	TEMP/PURCHASED LABOR	31,410	0	31,410
526800	TRAINING/TUITION/CONFERENCE	3,200	0	3,200
526910	UNIFORMS	12,500	0	12,500
528100	PYMTS TO OTHER AGENCIES	28,500	0	28,500
528500	GOVERNMENT ASSESSMENTS	0	0	0
529500	MEETING EXPENDITURES	1,100	0	1,100
529800	MISCELLANEOUS	3,750	0	3,750
529835	EXTERNAL PROMOTIONS	750	0	750
529930	BAD DEBT EXPENSE	0	0	0
<b>TOTAL MATERIALS &amp; SERVICES</b>		<b>743,630</b>	<b>30,000</b>	<b>773,630</b>
<b>CAPITAL OUTLAY</b>				
571200	IMPROVEMENTS OTHER THAN BLDG	0	0	0
571300	BUILDINGS AND RELATED	110,000	0	110,000
571400	EQUIPMENT & VEHICLES	0	0	0
571500	OFFICE FURNITURES & EQUIPMENT	0	12,000	12,000
574100	CONSTRUCTION SERVICES	0	0	0
<b>TOTAL CAPITAL OUTLAY</b>		<b>110,000</b>	<b>12,000</b>	<b>122,000</b>
<b>SUPPORT SERVICE TRANSFERS</b>				
581610	METRO - SUPPORT SERVICE	247,862	0	247,862
581615	METRO - INSURANCE	69,330	0	69,330
582751	MERC - SUPPORT SERVICE	159,546	0	159,546
583XXX	TRANSFER - RENEWAL&REPLACEMENT	0	0	0
583513	TRANSFER-BUILDING MGMT	0	0	0
<b>TOTAL TRANSFERS</b>		<b>476,738</b>	<b>0</b>	<b>476,738</b>
599999	CONTINGENCY	0	0	0
<b>TOTAL EXPENDITURES</b>		<b>4,731,830</b>	<b>675,600</b>	<b>5,407,430</b>
<b>ESTIMATED NET CASH FLOW</b>		<b>(1,006,772)</b>	<b>693,400</b>	<b>(313,372)</b>

Per. Svcs:  
 -----  
 Stagehand/Utility \$385,000  
 Usher/Gate Attend \$100,000  
 Fringes @ 28%

MERC  
 Supplemental Budget Amendments  
 Fiscal Year 1994-1995

Fund	Account No.	Description	Adopted Budget FY 94-95	Adjustment	Revised Budget FY 94-95	Explanation
PCPA #554	338100	Hotel/Motel Tax (Mult. Co)	0	600,000	600,000	Increase due to the 3 year splitting of Hotel/Motel Tax revenues between OCC and the PCPA which was approved by Mult. County in late May of 1994.
	347110	Admission - User Fee	810,000	135,000	945,000	Increase due to the addition of the Broadway Series, (ie: 5 weeks/shows signed in March of 1994) and Miss Saigon (4 weeks signed in September 1994). Details of which were not available during the budget process.
	372100	Reimbursement - Labor	1,695,058	619,000	2,314,058	Increase due to the related stagehand, admissions' labor and security labor for those nine weeks.
	361100	Interest on Investments	75,000	15,000	90,000	Increase due to more ticket sales proceeds being held during the year in part to the additional shows.
	511225	Wages-Reg. Employee - P.T.	1,762,568	485,000	2,247,568	Increase due to the related Reimbursed Labor numbers (ie: stagehands, admissions and security staff)
	511400	Overtime	26,000	10,000	36,000	Increase due to a combination of the aforementioned nine weeks of shows and a Personnel wage adjustment.
	512000	Fringes	726,834	138,600	865,434	Increase same as above.
	525110	Utilities - Electricity	164,800	20,000	184,800	Increase due to the nine weeks of shows.
	525130	Utilities - Natural Gas	43,230	5,000	48,230	Same as above.
	526410	Cumunications - Telephone	39,000	5,000	44,000	Same as above.
	571500	C.O. - Office Equipment	0	12,000	12,000	Due to a reduction in staff this fiscal year with the increase in the number of calls due to the nine weeks, we have received many complaints from the public about our phone system. Therefore this money will be used to upgrade our phone system with "Voice Mail".



**METRO**

## **COUNCIL MEETING**

**March 30, 1995**

- 1. My vision for the Auditor's Office:** To serve Metro as a pro-active voice for improvement and innovation, while also performing the traditional function of safeguarding of assets. My aim is to assist the Council, the Executive Officer and management in carrying out their responsibilities by providing them objective and timely information on the conduct of Metro operations, with recommendations for improvement.
- 2. Relationship with the Council, the Executive Officer and Departments:** I am building a relationship based upon mutual respect, regular communication and objectivity. My strategy is to provide professional, objective, high quality, valuable and customer-oriented services and work products.

In accordance with this strategy, I will work with you on timing of an audit (within reason), providing professional staff who will communicate with you and your staff, considering and noting your perspective, and being objective. I hope that you will be cooperative, forthright with information, respectful and see the positive aspects of an audit.

**Performance measures:** The positive results of our work will include better program design; increased quality of services; more reliable input into decision-making processes; greater program effectiveness; and reduced costs. An audit will provide you with new ideas, new information, support for your ideas and a focus that may not have been there before. The ultimate success measure for me will include how many departments voluntarily seek our assistance.

- 3. What is an audit?** Description (Attachment A), Types (Attachment B), and Professional Standards (Attachment C).
- 4. Audit selection and other services we can provide:** My goal is to select audits in areas which have potential of maximizing the following: improved services, innovation, increased revenues and/or reduced costs. I will give due consideration to the interests and concerns of the Council, the Executive Officer and management.

Additional considerations in selecting audits will include needs of departments, quality of internal controls, program funding and program changes, political exposure and adverse publicity, time elapsed since last audit, and skills of my staff.

I plan to continue to schedule meetings with you individually to discuss your thoughts, ideas, etc. I would appreciate your thoughts on areas you want audited or would see value in auditing.

I also will solicit ideas regarding other services you would like from my office.

Attached is a proposed process for selection of an annual audit work program (Attachment D).

5. **The Audit: From the Perspective of the Auditee Departments (Attachment E).**



**METRO  
OFFICE OF THE AUDITOR**

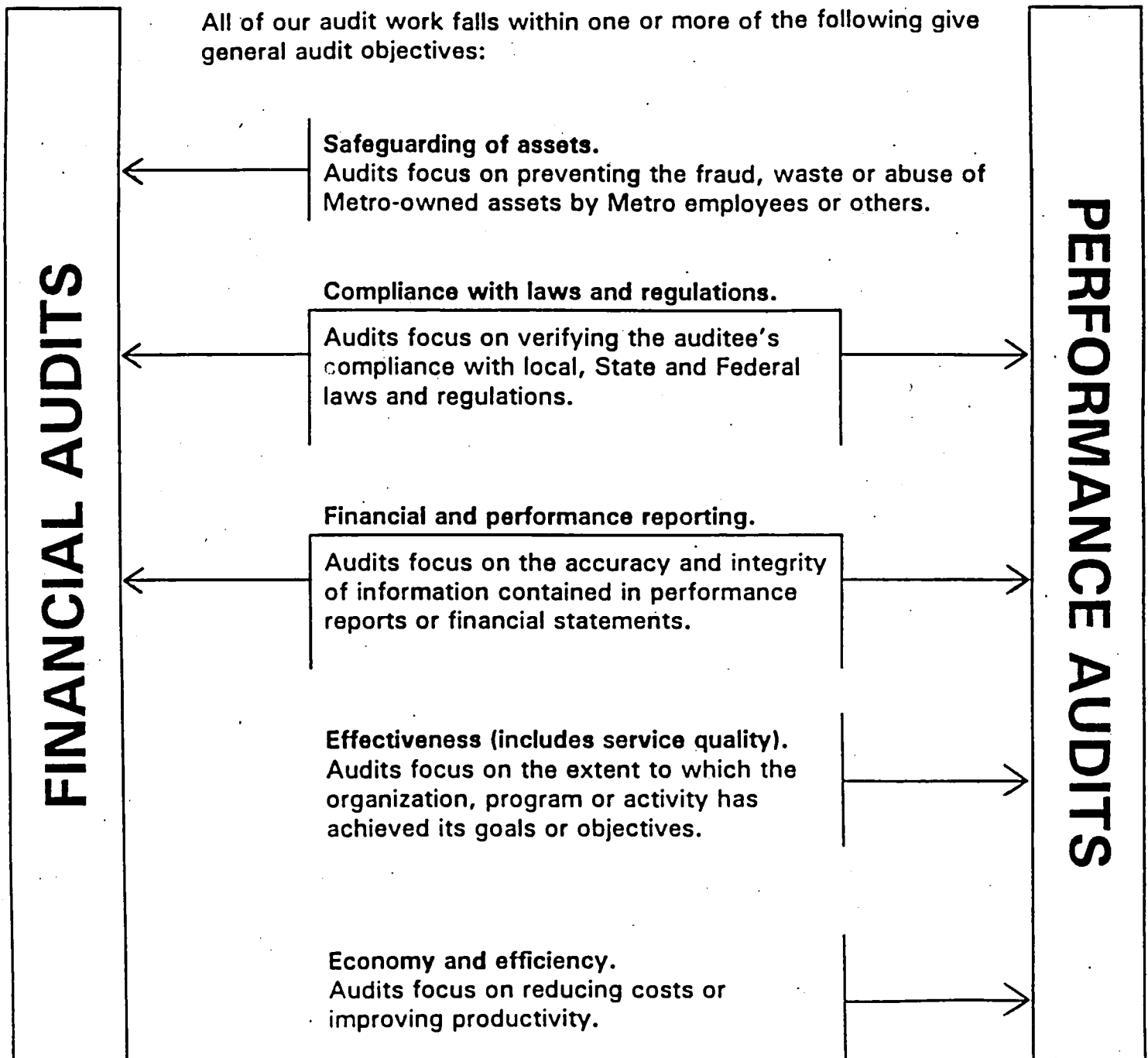
An audit is an assessment of issues, organizations, or services. Audits may be performed to verify that an organization's processes, procedures and practices are sound, and/or to identify and suggest ways of improving Metro operations.

Audits are time-consuming, because they must be thorough, well-documented, and conscientious. The Office of the Auditor adheres to the Government Auditing Standards promulgated by the U.S. General Accounting Office. These standards require that specific practices and procedures for planning, fieldwork, and reporting be followed in conducting audits. It should be noted that Government Auditing Standards exist for both performance and financial audits and involve aspects of governmental management and fiscal audits and involve aspects of governmental management and fiscal responsibility that are different from the private sector. However, all applicable AICPA auditing standards are included as a part of Government Auditing Standards.

Audit objectives, scope, and methodology are the factors which determine the complexity and the time needed to perform an audit. For example, investigations and financial-related audits are often less time consuming because they have very specific objectives. On the other hand, performance audits require more time. There are generally a larger number of issues to consider and a broader set of variables to be evaluated.

**METRO  
OFFICE OF THE AUDITOR**

The Metro Auditor assists the Council and the Executive Officer in strengthening accountability to the public and working to improve Metro systems and service delivery.



**METRO  
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**PROFESSIONAL STANDARDS**

Performance and financial auditors need to adhere to standards to establish their credibility and to maintain a high quality of work. If the audit report and recommendations are recognized as valid, then the recommendations for improvements will be accepted more readily.

**Professional Standards**

General Standards:      1. Qualifications  
                                 2. Independence  
                                 3. Due Professional Care  
                                 4. Quality Control

Field Work Standards    1. Planning  
                                 2. Supervision  
                                 3. Legal & Regulatory Requirements  
                                 4. Internal Control  
                                 5. Evidence

Reporting Standards    1. (These vary depending on whether a performance or financial audit.)

**Components of a Performance Audit**

- Information gathering
- Develop preliminary audit issues
- Review internal controls & performance measurement systems
- Develop specific audit objectives
- Design audit plan with criteria & methodology
- Perform audit tests
- Prepare audit findings
- Prepare audit report

(Source: GAO Government Auditing Standards.)

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**PROPOSED PROCESS FOR SELECTION OF ANNUAL WORK PROGRAM**

**Background**

After obtaining a survey of other governments with reputable audit functions regarding their process for selecting an audit work program, I reviewed the information and developed a recommended process.

**Overall Goals in Developing the Selection Process**

My goal is to select audits in areas which have the potential of maximizing the following: improved services, innovation, increased revenues and/or reduced costs. I will give due consideration to the interests and concerns of the Council, Executive Officer and management.

Additional considerations in selecting audits will include the needs of departments, quality of internal controls, program funding and program changes, political exposure and adverse publicity, time elapsed since last audit, and skills and availability of my staff.

Also, in accordance with my vision for this office, it is my aim to provide pro-active services such as reviewing financial policies and procedures for the proper controls as they are being developed. It makes more sense to prevent the problems than to recommend improvements after the system is in place.

**RECOMMENDATION**

The process for selection of an annual work program should consist of the following steps:

**A. Solicit Input**

1. Conduct individual meetings with Council members. Solicit requests for audits, justification for requests, critical timing, etc.
2. Meet with the Executive Officer regarding requests, justification, and importance of timing.
3. Seek audit staff suggestions.
4. Request input from Department Heads via individual meetings with interested department executives and a memorandum to Departments.
5. Consider on-going communication with Council members and the Executive Officer, management and staff regarding audit areas.

## **B. Assess Areas of Risk and Potential Benefits to Metro**

Conduct an on-going assessment of financial and performance risks at Metro and areas where services can be improved. The Auditor's Office will use a model which may include factors such as the following:

1. Quality of internal controls;
2. Negative findings from previous audits or investigations;
3. Lack of previous audits;
4. Complexity of operations;
5. Adverse publicity and political exposure;
6. Changes in program;
7. Service priority; and
8. Size of expenditure budget

This analysis would include identifying previous audit work performed by private auditing firms.

In addition, the Metro Auditor would evaluate the expertise and availability of the audit staff and the timeliness required of the audit.

Based on the results of the above steps, the Metro Auditor would submit a potential audit list to the Council and Executive Officer for comments. After further consideration, the Metro Auditor would publish a final annual work program.

The Metro Auditor will make the final decisions, of course, the Metro Auditor will give due consideration to the Council and Executive Officer requests.

### **Emerging Issues**

To take into account emerging issues during the year, the annual work program will be flexible and approximately 10-15% of staff time will be left unallocated to accommodate new requests. Allegations of significant irregularities may be given priority over scheduled audits if immediate action is needed to protect Metro assets, or for other urgent reasons.

### **Audit Strategy for 1995-1996**

The strategy for completing the 1995-1996 audit year includes the following:

1. Issuing final reports for the audits in-process meeting our requirements of providing quality and useful audits;
2. Meeting the needs of Council members and the Executive Officer by performing the audits requested that may have priority status due to allegations of irregularities;
3. Conducting elements of a performance audit in financial areas where requested and/or useful;
4. Beginning one full scope performance audit that should benefit Metro by making recommendations that would save money; and
5. Providing service to departments that request pro-active projects that will benefit Metro in addition to decreasing potential audit hours in the future.

A survey of other audit functions reveals that those with staffs of 4-5 people complete an average of three to five audits per year. Given the budgeted level of staffing, I expect to issue two to three major performance audit reports and one or two less in-depth reports during the year.

Office of Metro Auditor

The Audit: From Perspective of Auditee Departments

1. **Engagement Letter.** Announces an audit of a program or area. It includes a brief description of the scope of the anticipated audit and asks for your input on additional areas to evaluate or review. It lets you know we will be calling to set up an entrance conference.
2. **Entrance Conference.** Primary purpose is to discuss the audit objectives and to give you the opportunity to include your concerns or productivity ideas for us to include in our audit steps. Also, a primary contact person should be identified for audit staff to communicate with during the survey and fieldwork.
3. **Communication with Audit Staff:** This is on-going and should be two-way. Audit staff will discuss all findings. Nothing in the report should be a surprise.
4. **Exit Conference.** The exit conference is held at the conclusion of the audit. Its purpose is to discuss and clarify the facts discovered during the audit as well as to gain support for the findings and recommendations. There should be agreement that the findings are factual and the recommendations are feasible. Findings are usually discussed with area management, but the report will ultimately be written to the Council and Executive Officer. The exit conference should reflect what will appear in the audit report. The Metro Auditor or audit staff will identify issues to the auditee which are of major significance.
5. **Draft Audit Report.** The purpose of the audit report is to communicate a summary of significant findings and recommendations for improvement to the department being audited and to Metro Council and Executive Officer as well as to the public. The auditee has a response period of two weeks. The draft report is submitted to only the auditees at this stage.
6. **Auditee Response.** At this point, the auditee should formally respond to the audit. It is an opportunity to inform us of what you have already implemented, what is underway, etc. Each major finding and recommendation should be addressed. I am expecting that there will not be any surprises for us in this response. I am advocating for open, direct two-way communication at all levels. If you have any concerns during the audit about the direction of the findings, regarding the staff or other areas, please call the Metro Auditor.
7. **Final Audit Report.** Your response is incorporated into the report. Format of the report will include an Executive Summary and an Action Summary. The Action Summary lists the recommendations, the department response and status of implementation. Following the summaries will be the detailed audit report. The final report is sent to Council members, the Executive Officer, the audited departments, the Metro Attorney and Director of Public and Government Relations, as well as other interested parties.

8. **Audit Follow-up.** I plan to summarize all recommendations from audit reports annually and send them to the applicable departments. I will ask for an update of the implementation status and will then prepare a report of unimplemented recommendations for the Council and Executive Officer.

\*Note: These procedures are preliminary and subject to change as we determine if they are working to our satisfaction. I encourage you to give me input where you have concerns or ideas.