

A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
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METRO

MEETING: METRO COUNCIL REGULAR MEETING
DATE: December 21, 1995
DAY: Thursday
TIME: 2:00 p.m.
PLACE: Council Chamber

**Approx.
Time ***

Presenter

- | | | |
|----------------------|---|---------|
| 2:00 PM | CALL TO ORDER AND ROLL CALL | |
| (5 min.) | 1. INTRODUCTIONS | |
| (5 min.) | 2. CITIZEN COMMUNICATIONS | |
| (5 min.) | 3. EXECUTIVE OFFICER COMMUNICATIONS | |
| | 4. CONSENT AGENDA | |
| 2:15 PM
(5 min.) | 4.1 Consideration of Minutes for the December 14, 1995 Metro Council Meeting. | |
| | 5. RESOLUTIONS | |
| 2:20 PM
(90 min.) | 5.1 Resolution No. 95-2243 , For the Purpose of Studying the South/North Downtown Portland Alignment Options and an Amended North Terminus Option in the Deis, Concurring with the South/North Steering Group's Selection of Design Options, and Adopting the Major Investment Study Final Report
PUBLIC HEARING | Monroe |
| 3:50 PM
(15 min.) | 5.2 Resolution No. 95-2251 , For the Purpose of Recommending Creation of the South/North Light Rail Public-Private Task Force | Kvistad |
| 4:05 PM
(5 min.) | 5.3 Resolution No. 95-2245 , For the Purpose of Authorizing Release of a Request for Proposals for a Multi-Year Study of Commercial Waste Generators and Authorizing the Executive Officer to Enter into a Contract | Kvistad |
| 4:10 PM
(5 min.) | 5.4 Resolution No. 95-2248 , For the Purpose of Declaring Certain Property Surplus and Authorizing the Execution of a Lease. | Kvistad |

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 *

Presenter

4:15 PM (2 hr.)	5.5	Resolution No. 95-2244, For the Purpose of Amending Urban Reserve Study Areas	McLain
	6.	CONTRACT REVIEW BOARD	
6:15 PM (5 min.)	6.1	Resolution No. 95-2253, For the Purpose of Amending the Contract Between Metro and JHK and Associates (Contract No 903828) For Consultant Services Associated With the Completion of the Portland Metropolitan Area Congestion Management System Study	Washington
6:20 PM (5 min.)	6.2	Resolution No. 95-2247, For the Purpose of Authorizing change Order No. 18 to the Contract for Operating Metro South Station.	Kvistad
6:25 PM (10 Min.)	7.	COUNCILOR COMMUNICATIONS	
6:35 PM		ADJOURN	

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

AGENDA ITEM 4.1

Meeting Date: December 21, 1995

Consideration of Minutes for the December 14, 1995 Metro Council Meeting.

AGENDA ITEM 5.1
Meeting Date: December 21, 1995

**Resolution No. 95-2243, For the Purpose of Studying the South/North Downtown
Portland Alignment Options and an Amended North Terminus Option in the
Deis, Concurring with the South/North Steering Group's Selection of Design
Options, and Adopting the Major Investment Study Final Report**
PUBLIC HEARING

TRANSPORTATION PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2243, FOR THE PURPOSE OF STUDYING THE SOUTH/NORTH DOWNTOWN PORTLAND ALIGNMENT OPTIONS AND AN AMENDED NORTH TERMINUS OPTION IN THE DEIS, CONCURRING WITH THE SOUTH/NORTH STEERING GROUP'S SELECTION OF DESIGN OPTIONS, AND ADOPTING THE MAJOR INVESTMENT STUDY FINAL REPORT

Date: December 20, 1995

Presented by: Councilor Monroe

Committee Recommendation: At the December 19 meeting, the Committee voted 2-1 to recommend Council adoption of Resolution No. 95-2243. Voting in favor: Councilors Monroe and Washington voted aye. Councilor Kvistad voted no.

Committee Issues/Discussion: Richard Brandman, Assistant Director, Transportation Planning presented the staff report and reviewed the purpose of the proposed resolution. He noted that the principal purpose was to identify the South/North light rail line alignment options that would be carried forward into the draft environmental impact statement (DEIS) process.

Brandman reviewed the areas along the proposed line where options would be examined in the DEIS. He explained that two options would be reviewed for the southern terminus near Clackamas Town Center, two options for the route through downtown Milwaukee, two options for the Willamette River crossing (Carruthers and Ross Island), two options near Union Station, and I-5 and Interstate Ave. options through North Portland including potential crossovers from one route to the other.

Brandman indicated that only one alignment for Downtown Portland would be addressed in the DEIS, along 5th and 6th Avenues (the current transit mall). He noted that this alignment choice had been unanimously approved by the Portland City Council, Multnomah County Board of Commissioners, the Tri-Met Board of Directors and JPACT. This alignment also was endorsed by the citizens oversight committee and the expert panel assisting with the planning process.

Brandman explained the two principal alternatives to the selected alignment were a 4th and Broadway route and a 10th and 11th Avenue option. The 4th-Broadway route generated little support during the review process. Among the problems cited with this alignment were that these streets serve as major south and north streets in the downtown area and construction of a light rail line would eliminate one traffic lane and on-street parking along one side of each of these streets. A second argument was that development along 5th and 6th Avenues has been based on the assumption that access to parking facilities, hotels and businesses would continue to be provided from 4th and Broadway. Construction of a light rail line would reduce or eliminate this vital access.

The 10th-11th alignment has been promoted by Bill Naito, a Portland

businessman and a local citizens transit group. Naito contends that it would be difficult for the existing transit mall to accomodate both buses and light rail and that construction would disrupt the mall area. He further argues that a 10th-11th alignment would encourage downtown development into new areas. Brandman noted that there are several major impediments to a 10th-11th alignment. These include: 1) the cost of extending the line up from the river crossing to 10th and 11th instead of 5th and 6th, 2) actual construction which would require rebuilding both the streets and the adjacent sidewalks and 3) the route would be 4-5 blocks away from existing downtown development centered along the present transit mall.

Councilor Monroe asked about the oversight committee's vote on the proposed alternative alignments. Brandman indicated that the alternative proposals had each been defeated by about a 10-4 vote and that following these votes, the 5th-6th alignment had been unanimously approved.

Councilor Kvistad asked about the cost of including the 10th-11th alignment in the DEIS process. Brandman responded that the DEIS work would cost about \$500,000 and preliminary engineering work about \$3 million. He noted that the 10th-11th alignment had already been studied for two years prior to the decision not to include it in the DEIS process.

Councilor Kvistad indicated interest in continuing to study the 10th-11th alternative alignment, provided it does not "cost a fortune". He noted that some of the additional work might assist the city in its study of the use of 10th and 11th for a trolley line. Brandman indicated that information from a light rail study would not be applicable to a trolley line study due to the nature and timeline of the trolley proposal now under consideration by the city. He further noted that the Council, in December 1994, had directed staff to focus further study on the 5th-6th alignment.

Councilor Kvistad moved to add the 10th-11th alignment into the DEIS process, but his motion was defeated on a 2-1 vote.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2243 FOR THE PURPOSE OF STUDYING THE SOUTH/NORTH DOWNTOWN PORTLAND ALIGNMENT OPTIONS AND AN AMENDED NORTH TERMINUS OPTION IN THE DEIS, CONCURRING WITH THE SOUTH/NORTH STEERING GROUP'S SELECTION OF DESIGN OPTIONS, AND ADOPTING THE MAJOR INVESTMENT STUDY FINAL REPORT

Date: November 30, 1995

Presented by: Richard Brandman

PROPOSED ACTION

Adoption of this resolution would:

1. Determine the alignment alternative and design options within downtown Portland that will be studied further within the Draft Environmental Impact Statement (DEIS);
2. State Metro Council's concurrence with the design options selected by the South/North Steering Group for further study within the DEIS;
3. Determine, consistent with an action previously taken by the C-TRAN Board of Directors, that the Phase One terminus for study within the DEIS will be in the vicinity of the Veterans Administration Hospital and Clark College until the Clark County Transportation Futures process concludes; and
4. Adopt the *Major Investment Study Final Report* documenting the South/North Tier I process, reports and conclusions, which included the locally preferred design concept and scope for the South/North Corridor.
5. Direct staff to prepare travel demand forecasts for the South/North DEIS that use as a basis the 2015 household and employment forecast completed in December 1995 which assumes a 4,000-5,000-acre Urban Growth Boundary (UGB) expansion.

TPAC has reviewed the proposed South/North LRT options and accompanying reports and recommends approval of Resolution No. 95-2243.

The South/North Steering Group unanimously recommends approval of Resolution No. 95-2243.

BACKGROUND

Resolution No. 95-2243 would address four issues related to the South/North Transit Corridor Project: 1) Downtown Portland alignments; 2) Design option narrowing; 3) The northern Phase One

terminus for study in the DEIS; and 4) *The Major Investment Study Final Report*. Following is a discussion of each of those issues as they relate to the proposed resolution.

Downtown Portland Alignments

During the South/North Preliminary Alternatives Analysis, the Scoping Process and Tier I, a wide range of alternatives within downtown Portland was evaluated and screened from further study. That screening process reached a major milestone in December 1994, when the Metro Council and the C-TRAN Board of Directors adopted Resolution No. 94-1989 and Resolution No. BR-94-011, respectively, and the *Tier I Final Report*. Within the *Final Report*, the Metro Council and the C-TRAN Board selected a surface light rail alignment on 5th and 6th Avenues (the Transit Mall) as the alternative alignment within downtown Portland to advance into the DEIS for further study. The Tier I narrowing process also concluded that a subway alternative should be removed from further consideration.

In selecting the surface light rail alignment on 5th and 6th Avenues, Metro Council identified a list of conditions placed upon its action. In summary, it was determined that prior to initiating work on the DEIS, a six-month detailed study of the 5th/6th surface alternative be conducted to ensure that the selected alternative could adequately address various principles, most importantly, that light rail, buses, pedestrians and automobiles could be accommodated on the Transit Mall and that the economic vitality of downtown Portland would be preserved and enhanced. To ensure that a broad base of interests would be addressed in the study, the principles also stated that the downtown alignment study would be performed in close coordination with the downtown Portland community.

In January 1995, the South/North Steering Group initiated the Downtown Portland Alignment Study by appointing the Downtown Portland Oversight Committee. The Oversight Committee was made up of downtown property and business owners and downtown residents. A full listing of the committees' memberships can be found in Exhibit B.

Through the six-month study, the Downtown Oversight Committee adopted criteria and measures, identified design options, developed and evaluated a wide range of technical information on those options, participated in a field trip on the Mall during the peak evening rush hour and conducted a variety of public involvement activities. Details of the study process and results can be found in Exhibit B.

On June 29, 1995, following this extensive and detailed analysis, the Downtown Portland Oversight Committee unanimously adopted its recommendation that the surface light rail alternative on 5th and 6th Avenues be studied within the DEIS and that no other surface street or subway alternatives be studied further. The Committee

also recommended specific design options for each segment of downtown Portland that should be studied in greater detail within the DEIS. A detailed description of those recommended options can be found in Exhibit B.

The Committee based its recommendation on the recognition that the Downtown Portland Plan has been implemented through over 20 years of public and private investments in downtown Portland. Those investments have created a high density spine of development along 5th and 6th Avenues that is designed to be served by the Transit Mall. The Committee also noted strong concern about potential construction impacts. The Committee proposed a wide range of construction management and mitigation techniques that should be considered for inclusion within the South/North construction plan for downtown Portland.

Following the Oversight Committee, the South/North Project Management Group, the Citizens Advisory Committee and the Steering Group unanimously endorsed the Oversight Committee's recommendations. Recommendations from the Tri-Met Board of Directors and the City of Portland are scheduled to be adopted prior to consideration of this resolution by Metro Council.

Design Option Narrowing

The purpose of the design option narrowing process is to define in a higher level of detail the alignment options to be studied further within the DEIS. The corridor has been divided into eleven segments, with two to nine alignment design options in each segment. Data on the design options has been developed that addresses the various criteria and measures for design option narrowing, adopted by the South/North Steering Group in the *Tier I Evaluation Methodology Report* (Metro: December 1993). The methods and data are documented in the *Design Option Narrowing Technical Summary Report* and the *Design Option Narrowing Briefing Document*. The draft *Technical Summary Report* was reviewed by the Expert Review Panel in June 1995. The Panel found that the methods and data are appropriate and adequate for making the narrowing choices within this phase of the project. A listing of the design options considered and a summary of the data on each of the options is included within Exhibit A.

A 45-day public comment period was offered between June 1 and July 15, 1995, which included meetings conducted by the South/North Steering Group to receive public comment. In addition, public comments were received over the Metro Hotline, through the mail, at each of the CAC meetings and through a variety of community meetings held throughout the Corridor. Documentation of comments received concerning design option narrowing can be found in the *Design Option Narrowing Public Comment Report* (Metro: October 1995).

In September 1995, following review of the technical information and public comment, the PMG adopted the *Design Option Narrowing*

Final Recommendation Report which identified the design options within each segment proposed by the PMG to be studied further within the DEIS. The CAC considered the PMG recommendations and adopted its own independent recommendations in October 1995. The Steering Group considered both recommendations, public comment and the technical data and adopted the *Design Option Narrowing Final Report* which identifies the design options to advance into the DEIS for further study.

As indicated in the *Evaluation Methodology Report*, the Steering Group has the responsibility to determine which design options are to advance into the DEIS for further study. However, participating jurisdictions were afforded the opportunity to review and comment on those design options. Metro is one of several participating jurisdictions given the opportunity to review and comment on the *Design Option Narrowing Final Report* (Exhibit A). Approval of Resolution No. 95-2243 would voice Metro Council's concurrence with the set of design options selected by the Steering Group.

A detailed description of the options, the rationale for their selection and a listing of issues associated with the options are included within Exhibit A.

Northern Phase One Terminus

The *Tier I Final Report* identified the terminus options selected by Metro Council and the C-TRAN Board of Directors to be studied within the DEIS. It also noted that the South/North Corridor would be developed in two distinct phases. The Clackamas Town Center Area and the vicinity of 99th Avenue in Hazel Dell were selected as the southern and the northern termini for Phase One. The Phase Two termini were identified as Oregon City in the south and 134th Avenue in the north.

Subsequently, in August 1995, following an extensive public effort to initiate the Clark County Transportation Futures Process, the C-TRAN Board of Directors amended the Phase One terminus for study within the DEIS to be in the vicinity of the Veterans Administration Hospital and Clark College near I-5 just north of downtown Vancouver until the Transportation Futures Process concludes in 1996. The southern termini and the Phase Two northern terminus were unchanged.

MIS Final Report

The South/North Transit Corridor Study was initiated in April 1993 with the selection of the priority corridors by the Metro Council and the C-TRAN Board of Directors. In October 1993, the Federal Transit Administration (FTA) approved Metro's request to advance the Corridor into Alternatives Analysis and issued notification in the *Federal Register* of its intent to publish a South/North DEIS. Subsequently, in November 1993, FTA and FHWA issued the Metropolitan Planning Rule which established

guidelines for the Major Investment Study (MIS) process which replaced the Alternatives Analysis process previously used for light rail planning purposes.

The new guidelines also provided for consultations between local and federal governments to determine how studies initiated under the Alternatives Analysis guidelines (*transitional projects*) should be modified to comply with the MIS requirements. A consultation for the South/North study was held in December 1994, where it was determined that the South/North Study would conclude by addressing the MIS requirements, documented within an *MIS Final Report*. The report would document alternatives previously studied within the Corridor and the locally preferred design concept and scope selected by the study to be included within the Regional Transportation Plan.

The locally preferred design concept and scope was adopted through the Tier I process of Scoping and narrowing of alignment and terminus alternatives. The federally mandated financially constrained Regional Transportation Plan, which includes the locally preferred design concept and scope for the South/North Corridor, was adopted by Metro Council in May 1995.

Resolution No 95-2243 would adopt the *MIS Final Report* (Exhibit C) which documents the Tier I process leading to the selection of the locally preferred design concept and scope for the South/North Corridor, and subsequently included in the Regional Transportation Plan.

2015 Household and Employment Forecast for South/North DEIS

The Metro Growth Management staff have recently completed a month's long process in conjunction with the region's jurisdictions and government agencies to prepare a 2015 household and employment forecast that is consistent with the adopted 2040 Concept Plan. As an initial step, this process identified the overall regional level of household and employment growth and reached a regional consensus on the allocation of this growth to 20 districts throughout the region including Clark County, Washington.

Metro staff then worked closely with jurisdiction staff to further refine the growth allocation from the 20-district level to the 1260 transportation analysis zones (TAZ's) used for the travel demand modeling. This TAZ allocation process was completed in early December 1995 with the assumption of a 4,000-5,000-acre expansion of the UGB. Metro staff will continue to work with jurisdiction staff to develop a second round of TAZ growth allocations that are based on an assumption of no expansion of the UGB.

Metro staff have coordinated the development of a 2015 Clark County growth allocation with staff from the Southwest Washington Regional Transportation Council (RTC). RTC has worked with the

jurisdictions in Clark County to prepare a TAZ allocation that is consistent with the allocation prepared for the Oregon portion of the region.

The South/North DEIS work needs to proceed as quickly as possible in order to meet key federal funding deadlines. A critical early task in the preparation of the DEIS is the production of travel demand forecasts. These forecasts are used in a wide range of analyses including traffic impacts, transit impacts, transit ridership, noise and vibration impacts, energy impacts and air quality impacts. For federal purposes, these forecasts could be considered conservative in that a smaller UGB expansion would slightly increase South/North Corridor transit ridership.

Resolution No. 95-2243 would direct staff to use the December 1995 TAZ allocation as the basis for travel demand forecasting for the South/North DEIS. This direction would apply to all of the evaluation measures in the South/North DEIS but would not apply to any other studies at this time. Use of this forecast for the South/North LRT DEIS would not preclude adoption by Metro Council of a forecast that assumes a smaller expansion of the UGB at a later date. The South/North Project Management Group, which consists of all the participating jurisdictions in the project, unanimously recommends this approach.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF STUDYING THE	) RESOLUTION NO. 95-2243
SOUTH/NORTH DOWNTOWN PORTLAND)
ALIGNMENT OPTIONS AND AN AMENDED	) Introduced by:
NORTH TERMINUS OPTION IN THE DEIS,	) Councilor Monroe
CONCURRING WITH THE SOUTH/NORTH)
STEERING GROUP'S SELECTION OF)
DESIGN OPTIONS, AND ADOPTING THE)
MAJOR INVESTMENT STUDY FINAL REPORT)

WHEREAS, In April 1993, the Metro Council adopted Resolution No. 93-1784 and the C-TRAN Board of Directors adopted Resolution No. BR-93-9404 which selected the Milwaukie and I-5 North Corridors as the region's next high-capacity transit priority for study and combined them into the South/North Transit Corridor to be studied within a federal Draft Environmental Impact Statement; and

WHEREAS, In October 1993, the Federal Transit Administration approved the South/North application to initiate Alternatives Analysis/Draft Environmental Impact Statement and the South/North Preliminary Work Plan, and issued notification of intent in the *Federal Register* to publish a South/North Environmental Impact Statement; and

WHEREAS, In November 1993, the Federal Transit Administration and the Federal Highway Administration jointly issued the Metropolitan Planning Rule which included the Major Investment Study guidelines to replace the Alternatives Analysis guidelines and provided for consultations to determine how projects that had been initiated prior to the new rules would comply under the Major Investment Study guidelines; and

WHEREAS, In December 1994, a Major Investment Study consultation was held between Metro, the Federal Transit Administration and the Federal Highway Administration and it was determined that Tier I of the South/North Transit Corridor Study would conclude by addressing the Major Investment Study guidelines documented in a Major Investment Study Final Report; and

WHEREAS, The role of the Steering Group in the terminus and alignment alternative narrowing process is to forward its recommendations to participating jurisdictions for their consideration, that participating jurisdictions are to forward their recommendations to the C-TRAN Board of Directors and the Metro Council who are to make the final determination of the alternatives to advance into the Draft Environmental Impact Statement for further study; and

WHEREAS, The role of the South/North Steering Group in the design option narrowing process is to consider recommendations from the South/North Project Management Group and Citizen Advisory Committee and to select the design option(s) which will be studied further in the Draft Environmental Impact Statement; and

WHEREAS, In December 1994, the Metro Council adopted Resolution No. 94-1989 and the C-TRAN Board of Directors adopted Resolution No. BR-94-011 which identified the locally preferred design concept and scope for the corridor (light rail transit, the Phase One terminus alternatives and alignment alternatives) to advance into the Draft Environmental Impact Statement and

Preliminary Engineering for further study; and

WHEREAS, In December 1994, within the same resolution, the Metro Council and the C-TRAN Board of Directors also determined that within the Portland central business district, a surface light rail transit alternative on 5th and 6th Avenues shall be developed based upon several principles and that if prior to initiation of the Draft Environmental Impact Statement it is concluded that a 5th/6th Avenue alignment cannot be developed that addresses those principles, other alternatives will be developed for further study in the Draft Environmental Impact Statement; and

WHEREAS, In March 1995, the South/North Steering Group selected both the Caruthers and Ross Island Crossing alternatives and both the I-5 and Interstate Avenue alignment alternatives for further study in the Draft Environmental Impact Statement; and

WHEREAS, In May 1995, Metro Council adopted Resolution No. 95-2138A which approved the federally-required financially constrained Regional Transportation Plan which included the locally preferred design concept and scope for the South/North Corridor; and

WHEREAS, In August 1995, the C-TRAN Board of Directors adopted resolution No. 95-048 which amended the Phase One northern terminus for study in the Draft Environmental Impact Statement from the vicinity of 99th Avenue in Hazel Dell, Washington to the Veterans Administration Hospital/Clark College in Vancouver, Washington until the Clark County Transportation Futures Process concludes; and

WHEREAS, The alignment design options currently under study have been developed and evaluated based upon the criteria and measures from the *Evaluation Methodology Report* and documented within various technical memoranda, including the *South/North Design Option Narrowing Report* and the *Design Option Briefing Document*; and

WHEREAS, A comprehensive public involvement program for the design option narrowing process was developed and implemented by the South/North Study that included, but was not limited to, numerous community meetings, a 45-day public comment period, public meetings for the Steering Group to receive oral comment and an ongoing Citizens Advisory Committee that provided regular public comment opportunities; and

WHEREAS, Various options for a 5th/6th Avenue surface light rail alignment were evaluated by the Downtown Portland Oversight Committee which concluded that the recommended design option on 5th/6th Avenues adequately addresses the criteria established by Metro Council, the C-TRAN Board of Directors and the Oversight Committee and should therefore be exclusively studied further within the Draft Environmental Impact Statement; and

WHEREAS, In October and November 1995, the Project Management Group and the Citizens Advisory Committee formed independent recommendations for both design option narrowing and the downtown Portland alignment alternative and forwarded them to the Steering Group for consideration; and

WHEREAS, In November 1995, the Steering Group adopted the *South/North Design Option Narrowing Final Report* (Exhibit A)

which identifies the design options that best meet the project's adopted goal and objectives and which will advance into the Draft Environmental Impact Statement for further study; and

WHEREAS, In November 1995, the Steering Group adopted the proposed light rail alignment design for 5th/6th Avenues in downtown Portland; and

WHEREAS, In December 1994 Metro adopted Resolution 94-2040C and the 2040 Concept Plan and directed staff to prepare 2015 household and employment forecasts consistent with the 2040 Concept Plan; and

WHEREAS, Metro staff coordinated with regional jurisdictions in the development of household and employment forecasts allocated to 1260 transportation analysis zones (TAZ's) and completed these allocations in December 1995 -- as summarized in Exhibit D; and

WHEREAS, The South/North DEIS must commence immediately in order to ensure timely completion; now, therefore

BE IT RESOLVED:

1. That Exhibit B is hereby adopted as the *South/North Downtown Portland Tier I Final Report*.

2. That the Metro Council has concluded in this *Final Report* that the downtown Portland design options, A-2, B-3, C-1, N-1, N-2, and S-1 described in Exhibit B, would generally retain current automobile access and pedestrian facilities; would generally provide for a lane of joint bus and light rail operations and a lane of exclusive bus operations on 5th/6th Avenues; adequately addresses the criteria established by

Resolution No. 94-1989 as adopted by the Metro Council and the C-TRAN Board of Directors; and shall therefore be exclusively studied further within the Draft Environmental Impact Statement.

3. That the Metro Council concurs with the design options selected by the South/North Steering Group for further study within the Draft Environmental Impact Statement as described in the *Design Option Narrowing Final Report* (Exhibit A) which are generally as follows:

- a. *Minimum Operable Segments.* (1) a full-length project from the vicinity of the Clackamas Regional Center, through downtown Milwaukie, Portland and Vancouver, to the vicinity of the Veterans Administration Hospital/Clark College; (2) a bi-state minimum operable segment from the vicinity of downtown Milwaukie/Market Place station and park-and-ride lot to the vicinity of the Veterans Administration Hospital/Clark College; and (3) three Oregon-only minimum operable segments each with a southern terminus in the vicinity of the Clackamas Regional Center and a northern terminus at: a) the vicinity of the Rose Quarter; b) the vicinity of the Edgar Kaiser Medical Center; or c) the vicinity of the Expo Center.
- b. *South Terminus.* North of Clackamas Town Center alignment with a Sunnyside Park-and-Ride Terminus east of I-205; and South of Clackamas Town Center alignment with a 93rd Avenue Town Center Area Terminus.
- c. *Railroad Avenue/Highway 224.* Alignment adjacent to

Railroad Avenue.

- d. *Downtown Milwaukie.* McLoughlin Boulevard/Main Street with a Monroe Street Alignment; and Southern Pacific Branch Line with a Monroe Street alignment.
- e. *Ross Island Crossing.* North Ross Island Crossing alignment with a West of McLoughlin Boulevard sub-option.
- f. *Caruthers Crossing and Southeast Portland.* Caruthers Modified with a West of Brooklyn Yards alignment.
- g. *Steel Bridge to Kaiser.* East I-5/Kerby Avenue alignment; and Wheeler Avenue/Russell Avenue alignment.
- h. *North Portland.* All-I-5 alignment; and All-Interstate Avenue (Metro work with Tri-Met and City staff to evaluate as soon as the technical data for the DEIS is available which North Portland crossover option warrants further study; and staff will report back to the South/North Project Management Group, Citizen Advisory Committee and Steering Group).
- i. *Hayden Island.* West of I-5 (under ramps).
- j. *Columbia River Crossing.* Low-level lift span.
- k. *Downtown Vancouver.* Two-way on Washington Street.

4. That, consistent with an action taken by the C-TRAN Board of Directors in August 1995, the South/North Phase One northern terminus to be studied within the Draft Environmental Impact Statement is amended to be in the vicinity of the Veterans Administration Hospital and Clark College in Vancouver, Washington.

5. That Metro Council adopts the *Major Investment Study Final Report* (Exhibit C) documenting the South/North Tier I process, reports and conclusions which selected the locally preferred design concept and scope for the South/North Corridor and led to its inclusion within the Regional Transportation Plan addressing the federal Metropolitan Planning Rule and Major Investment Study guidelines.

6. Staff will prepare travel demand forecasts for the South/North DEIS that use as a basis the 2015 household and employment forecast completed in December 1995 (Exhibit D) which assumes a 4,000-5,000-acre Urban Growth Boundary expansion.

ADOPTED by the Metro Council this ____ day of _____,
1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

EXHIBIT D

**Exhibit One: Household and Employment Allocation Summary
By 20 District and County 1994 and 2015 - 12/11/95
Approximate Aggregation from TAZ Level**

County	District	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
Multnomah	1	10242	148884	19437	214856	9195	65972
	2	123894	172225	142326	219685	18432	47460
	3	43798	81562	57633	98336	13835	16774
	4	35447	27916	49590	37387	14142	9471
	5	37783	42691	59228	77402	21445	34711
	20	2376	1499	4536	1362	2161	-137
County Total		253540	474777	332750	649027	79210	174250
Clackamas	6	28931	31533	35497	47517	6567	15984
	7	12661	31099	25350	60521	12689	29422
	8	20484	24445	26908	37626	6424	13181
	9	9918	13584	17855	22498	7937	8914
	10	12252	19327	24406	38444	12153	19117
	19	30035	22910	48915	39321	18879	16411
County Total		114282	142898	178932	245927	64650	103029
Washington	11	8703	23854	18366	43988	9663	20134
	12	20389	48210	29892	64872	9504	16662
	13	36569	59537	53118	94704	16549	35167
	14	35504	32575	72692	76565	37188	43990
	15	15180	26094	29411	62273	14231	36179
	16	8209	10215	13480	19876	5271	9661
County Total	18	9322	9147	13806	19434	4484	10287
		133874	209632	230764	381713	96890	172081
Clark County	17	102664	123754	171842	206211	69178	82457
3 County		501697	827307	742446	1276667	240749	449360
Region Total		604361	951061	914288	1482878	309927	531817

Note - District and County Data are not precise due to aggregation.

Source: Metro, DRC, 12/11/95

Clark county forecast data represent a "worst case" scenario for purposes of facilities planning and does not represent an official Clark County forecast.

1260 TAZ Level

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
1	545	28521	1121	37839	576	9318
2	12	8537	281	11419	269	2882
3	14	1201	111	2669	97	1468
4	302	1483	800	4846	498	3363
5	5	457	149	1340	144	883
6	195	8	376	295	181	287
7	0	756	422	3606	422	2850
8	141	3703	826	5221	685	1518
9	18	3866	954	4058	936	192
10	1021	11734	1841	16095	820	4361
11	1576	2432	2069	3053	493	621
12	410	23248	957	29847	547	6599
13	126	3900	266	6471	140	2571
14	188	97	262	1155	74	1058
15	1310	10090	2732	14120	1422	4030
16	950	2800	1110	3861	160	1061
17	677	8612	1127	11253	450	2641
18	1644	6124	1713	6324	69	200
19	103	9301	157	10252	54	951
20	33	24	46	26	13	2
21	170	28	899	165	729	137
22	72	25	252	68	180	43
23	412	42	1667	278	1255	236
24	159	22	1072	193	913	171
25	32	2039	50	2601	18	562
26	256	599	573	1249	317	650
27	301	109	1150	267	849	158
28	351	79	375	85	24	6
29	4997	9457	5269	10163	272	706
30	855	166	944	210	89	44
31	367	1128	621	1206	254	78
32	123	811	243	838	120	27
33	44	495	99	507	55	12
34	1977	954	2068	972	91	18
35	298	59	441	90	143	31
36	101	11	235	39	134	28
37	446	89	500	101	54	12
38	436	61	711	119	275	58
39	383	485	687	842	304	357
40	1366	1700	1643	1865	277	165
41	597	97	659	117	62	20
42	1168	247	1354	286	186	39
43	828	9538	849	10038	21	500
44	316	4853	359	4991	43	138
45	0	325	300	4320	300	3995
46	34	1565	918	4691	884	3126
47	661	1446	750	1499	89	53
48	241	424	261	437	20	13
49	427	1503	490	1591	63	88
50	281	3	324	20	43	17
51	523	371	617	481	95	110
52	1015	371	1046	383	31	12
53	778	69	894	93	116	24
54	1308	488	1676	594	368	106
55	1874	1178	2031	1315	157	137
56	730	783	786	870	56	87
57	39	23	47	26	8	3

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
58	180	26	200	36	20	10
59	174	13	196	21	22	8
60	206	19	219	22	13	3
61	28	35	30	39	2	4
62	1100	342	1324	409	224	67
63	676	134	817	164	141	30
64	268	533	317	587	49	54
65	536	2490	641	2736	105	246
66	476	41	573	201	97	160
67	888	64	957	79	69	15
68	698	464	932	636	234	172
69	586	2055	752	2503	166	448
70	634	13	694	62	60	49
71	257	18	390	46	133	28
72	266	155	507	206	241	51
73	297	1184	621	1253	324	69
74	869	293	2116	732	1247	439
75	1110	62	1467	140	357	78
76	1922	2033	2137	2280	215	247
77	705	81	725	123	20	42
78	317	50	367	247	50	197
79	1015	122	1385	233	371	111
80	626	4209	956	5474	330	1265
81	888	652	1065	862	177	210
82	784	147	896	220	112	73
83	624	286	781	519	157	233
84	315	1971	555	2800	239	829
85	594	659	647	920	53	261
86	800	964	943	1310	143	346
87	1028	137	1330	324	302	187
88	1210	373	1593	712	383	339
89	555	56	735	115	180	59
90	1130	1125	1709	1635	579	510
91	783	126	974	235	191	109
92	218	10739	400	15630	182	4891
93	421	318	602	718	181	400
94	935	1129	1093	1513	158	384
95	144	3030	374	4074	230	1044
96	579	5823	879	6729	300	906
97	384	1978	453	2224	69	246
98	510	1349	756	1904	246	555
99	937	467	1012	595	75	128
100	43	239	1068	3145	1025	2906
101	933	154	1541	1101	608	947
102	230	76	661	141	431	65
103	722	49	1762	206	1040	157
104	630	268	975	497	344	229
105	182	15	469	123	288	108
106	36	479	1490	1945	1454	1466
107	207	984	327	2181	120	1197
108	564	258	800	608	236	350
109	232	5	241	45	9	40
110	260	563	844	1423	584	860
111	715	2996	1155	5060	440	2064
112	365	1653	446	2684	81	1031
113	884	3805	3097	4701	2213	896
114	924	1251	1005	1659	81	408

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
115	480	2304	482	2503	2	199
116	6	5358	6	6381	0	1023
117	1555	900	1592	1087	37	187
118	1037	90	1223	188	186	98
119	437	70	490	139	53	69
120	1175	119	1287	222	112	103
121	867	170	956	246	89	76
122	2352	937	2503	1258	151	321
123	291	64	303	88	12	24
124	108	164	258	514	150	350
125	132	1614	199	3414	67	1800
126	219	2506	219	2878	0	372
127	1531	342	1569	480	38	138
128	1082	616	1681	1141	599	525
129	101	41	1200	165	1099	124
130	339	18	595	78	256	60
131	864	1135	1726	1819	862	684
132	168	2178	328	2293	160	115
133	1733	870	1910	1180	177	310
134	738	33	738	3053	0	3020
135	79	784	79	3655	0	2871
136	41	2574	41	3616	0	1042
137	25	4395	1267	5150	1242	755
138	0	42	231	774	231	732
139	5	641	5	1312	0	671
140	31	834	805	1126	774	292
141	406	392	899	546	493	154
142	150	611	284	701	134	90
143	285	404	658	705	373	301
144	429	74	499	138	70	64
145	681	415	783	490	102	75
146	1391	1184	1451	1581	60	397
147	573	27	650	79	77	52
148	980	164	1748	518	768	354
149	489	62	591	121	102	59
150	685	960	1629	1402	944	442
151	922	144	1822	290	900	146
152	775	171	914	268	140	97
153	784	79	1000	183	216	104
154	1017	58	1270	184	253	126
155	289	8	581	85	292	77
156	342	5	553	101	211	96
157	125	0	125	671	0	671
158	0	0	37	622	37	622
159	117	2294	117	2870	0	576
160	29	1149	235	2887	206	1738
161	289	2649	441	2891	152	242
162	345	2086	897	3544	552	1458
163	495	111	805	395	310	284
164	614	87	619	149	5	62
165	85	36	430	82	345	46
166	237	31	1979	1214	1742	1183
167	151	721	1544	1566	1393	845
168	226	24	1127	337	901	313
169	446	70	933	222	486	152
170	470	52	1059	234	589	182
171	445	24	503	76	58	52

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
172	285	1608	665	2535	381	927
173	181	3	541	46	360	43
174	168	16	724	149	556	133
175	426	244	1828	1178	1402	934
176	218	10	711	132	493	122
177	427	427	596	1360	169	933
178	349	313	483	443	133	130
179	443	40	698	209	255	169
180	791	340	988	485	198	145
181	1261	178	2665	421	1404	243
182	1733	461	2457	1063	724	602
183	681	148	929	742	248	594
184	382	30	523	191	140	161
185	325	199	376	237	52	38
186	149	146	204	236	55	90
187	90	604	106	823	16	219
188	229	116	429	196	200	80
189	129	200	375	315	246	115
190	694	133	1511	478	817	345
191	255	111	615	1815	360	1704
192	380	50	880	165	500	115
193	193	50	304	74	111	24
194	252	20	256	40	4	20
195	1	203	1	531	0	328
196	357	65	398	145	41	80
197	1	63	1	1224	0	1161
198	209	573	661	2101	452	1528
199	86	0	222	39	136	39
200	142	47	434	84	292	37
201	398	53	424	118	26	65
202	359	17	359	58	0	41
203	2	744	2	1999	0	1255
204	1724	230	1984	417	260	187
205	655	112	982	314	327	202
206	287	280	465	414	178	134
207	377	45	663	530	286	485
208	870	100	1065	208	195	108
209	27	1453	27	4204	0	2751
210	148	352	148	2275	0	1923
211	165	1164	1744	3223	1579	2059
212	22	420	937	3826	915	3406
213	25	1957	435	5385	410	3428
214	1	0	313	1525	312	1525
215	334	34	4442	1058	4108	1024
216	897	82	1578	320	681	238
217	1018	550	1230	816	212	266
218	1025	530	1207	753	182	223
219	670	2634	842	2881	172	247
220	1657	210	3065	622	1408	412
221	377	150	839	517	462	367
222	36	1	54	14	18	13
223	8	0	8	4664	0	4664
224	0	1214	0	3504	0	2290
225	4	22	4	4954	0	4932
226	150	168	2061	282	1911	114
227	132	387	2250	3165	2118	2778
228	167	120	1259	370	1092	250

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
229	788	633	1908	1401	1120	768
230	1067	327	1466	471	399	144
231	121	50	1434	980	1313	930
232	23	5602	23	6998	0	1396
233	359	117	359	898	0	781
234	11	50	11	1003	0	953
235	8	333	375	4425	366	4092
236	191	72	355	411	164	339
237	20	1000	20	2106	0	1106
238	1	180	1	606	0	426
239	426	31	635	112	209	81
240	959	100	1468	278	509	178
241	595	46	846	66	251	20
242	989	1643	1338	2187	349	544
243	1027	387	1254	765	227	378
244	333	677	926	1436	593	759
245	12	0	185	182	173	182
246	12	26	199	222	187	196
247	10	0	12	2	2	2
248	38	3	98	67	60	64
249	562	760	1262	2153	700	1393
250	31	655	31	1207	0	552
251	184	1709	188	2034	4	325
252	358	2921	578	3383	220	462
253	608	1342	1018	1906	410	564
254	673	40	804	142	131	102
255	121	28	154	32	33	4
256	608	268	714	406	106	138
257	1251	526	1415	756	163	230
258	675	94	1375	4410	700	4316
259	866	57	1201	68	335	11
260	206	87	257	121	51	34
261	212	699	312	750	100	51
262	575	69	908	146	333	77
263	48	96	112	183	64	87
264	392	2832	866	3006	474	174
265	327	1365	565	1641	238	276
266	436	64	576	279	140	215
267	8	212	8	5300	0	5088
268	323	199	383	285	60	86
269	158	182	234	1179	76	997
270	957	620	1526	732	569	112
271	791	153	851	203	60	50
272	890	1416	1110	1503	220	87
273	1341	1281	1371	1417	30	136
274	159	808	164	815	5	7
275	25	9	28	13	3	4
276	138	73	145	106	7	33
277	44	81	47	88	3	7
278	90	12	98	17	8	5
279	31	17	34	18	3	1
280	773	937	1780	2775	1007	1838
281	1836	3537	3099	6498	1263	2961
282	1680	1245	3056	1720	1376	475
283	1655	2734	2155	4869	500	2135
284	293	225	409	872	116	647
285	1096	375	1336	797	240	422

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
286	877	1162	1646	2345	769	1183
287	165	254	237	351	72	97
288	88	60	108	66	20	6
289	208	97	228	105	20	8
290	18	31	41	58	23	27
291	63	35	83	38	20	3
292	259	401	454	512	195	111
293	244	93	284	106	40	13
294	490	175	610	193	120	18
295	357	370	404	383	47	13
296	99	302	124	308	25	6
297	171	194	176	201	5	7
298	53	18	55	22	2	4
299	114	237	119	240	5	3
300	144	22	148	29	4	7
301	149	450	159	466	10	16
302	65	9	68	14	3	5
303	29	30	34	31	5	1
304	213	239	213	239	0	0
305	323	143	393	200	70	57
306	415	72	455	95	40	23
307	116	15	146	22	30	7
308	584	1671	796	2264	212	593
309	428	47	475	96	47	49
310	166	92	249	390	83	298
311	141	964	256	1656	115	692
312	221	4351	344	5190	123	839
313	35	2516	108	2730	73	214
314	924	2747	1146	3760	222	1013
315	885	940	1159	1638	274	698
316	105	746	105	1329	0	583
317	1512	2118	1629	2338	117	220
318	1357	118	1877	268	520	150
319	220	290	250	353	30	63
320	705	2554	757	2674	52	120
321	152	432	264	518	112	86
322	836	578	1382	1061	545	483
323	829	4386	1579	5901	750	1515
324	469	169	574	362	105	193
325	1150	744	1250	1056	100	312
326	631	927	706	1192	75	265
327	2060	3111	2560	4544	500	1433
328	423	252	473	341	50	89
329	1021	4552	1146	6677	125	2125
330	381	1078	481	2405	100	1327
331	547	1537	597	1774	50	237
332	11	5354	73	6167	62	813
333	634	193	973	473	339	280
334	1921	276	2336	698	415	422
335	671	64	979	142	308	78
336	767	721	955	941	189	220
337	271	103	517	144	246	41
338	208	10	730	68	522	58
339	971	106	1466	223	495	117
340	620	43	1697	1082	1077	1039
341	741	107	1674	241	933	134
342	304	64	750	124	445	60

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
343	181	18	491	213	310	195
344	2353	598	2805	1238	452	640
345	745	533	1008	690	262	157
346	506	58	970	522	464	464
347	334	1199	365	1200	31	1
348	258	994	464	1335	206	341
349	88	1346	210	1500	122	154
350	9	1203	26	1388	16	185
351	323	1862	398	2403	75	541
352	960	262	1010	417	50	155
353	2012	510	2087	712	75	202
354	484	248	534	446	50	198
355	692	109	1682	1335	990	1226
356	586	353	804	353	218	0
357	668	114	952	114	284	0
358	80	78	80	78	0	0
359	533	96	613	226	80	130
360	612	167	500	273	-112	106
361	938	472	1536	793	598	321
362	1391	1151	1850	1539	459	388
363	854	5112	2220	7254	1366	2142
364	181	3022	181	4200	0	1178
365	19	1518	19	4695	0	3177
366	154	205	496	775	342	570
367	30	38	108	137	79	99
368	150	93	1739	2034	1589	1941
369	513	1115	2513	4850	2000	3735
370	15	616	15	3383	0	2767
371	9	375	17	1175	8	800
372	180	885	785	1475	605	590
373	2582	580	2982	850	400	270
374	142	115	152	127	10	12
375	205	55	205	55	0	0
376	93	13	350	194	258	181
377	1170	472	1466	548	296	76
378	787	290	1724	548	937	258
379	779	969	371	1606	-408	637
380	901	248	1143	552	242	304
381	628	186	1687	1157	1059	971
382	1134	404	1544	723	410	319
383	1127	2310	1989	2313	862	3
384	53	2682	419	4014	366	1332
385	10	1445	424	3284	415	1839
386	1128	2028	2479	3522	1350	1494
387	591	1966	1573	6937	982	4971
388	1265	3198	2166	5142	901	1944
389	77	2184	496	3904	420	1720
390	1	550	206	1260	205	710
391	47	1976	47	2566	0	590
392	47	6	47	10	0	4
393	44	351	845	1019	801	668
394	108	59	112	68	4	9
395	50	191	233	237	183	46
396	963	310	2463	984	1500	674
397	18	2	818	212	800	210
398	153	14	316	17	163	3
399	256	45	256	65	0	20

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
400	151	33	1801	981	1650	948
401	210	89	466	296	256	207
402	18	21	158	103	139	82
403	249	51	1069	244	821	193
404	352	29	392	93	40	64
405	673	69	710	218	36	149
406	489	918	615	2131	125	1213
407	237	540	655	1269	418	729
408	584	882	1343	2587	759	1705
409	605	57	669	164	65	107
410	665	110	739	685	74	575
411	21	3947	48	4156	27	209
412	369	316	398	560	29	244
413	764	392	1618	1004	854	612
414	628	425	651	456	23	31
415	713	279	723	287	10	8
416	342	644	371	791	29	147
417	118	18	120	19	1	1
418	481	411	564	611	83	200
419	243	77	268	135	26	58
420	200	1	214	19	14	18
421	344	190	401	440	57	250
422	681	154	861	404	180	250
423	557	24	707	64	150	40
424	40	425	104	798	64	373
425	414	1566	548	1690	133	124
426	817	108	902	158	85	50
427	683	670	733	1070	50	400
428	1410	1184	1560	1234	150	50
429	973	214	1008	314	35	100
430	657	1535	759	1844	102	309
431	217	166	232	192	15	26
432	293	51	320	151	27	100
433	77	1159	125	1494	48	335
434	6	1008	6	1349	0	341
435	130	113	630	2113	500	2000
436	645	470	820	670	175	200
437	555	25	845	115	290	90
438	410	450	535	800	125	350
439	259	873	409	1209	150	336
440	199	714	240	905	41	191
441	362	396	581	1396	219	1000
442	625	435	954	1350	329	915
443	491	6723	744	11223	253	4500
444	7	961	217	3961	210	3000
445	7	161	106	961	99	800
446	130	163	137	166	7	3
447	937	1198	1237	1698	300	500
448	998	187	1153	303	155	116
449	279	26	298	40	19	14
450	621	387	658	416	37	29
451	746	995	821	1487	75	492
452	735	106	785	121	50	15
453	503	292	581	322	78	30
454	475	1029	528	1281	53	252
455	768	158	789	190	21	32
456	363	262	387	338	24	76

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
457	1339	236	1390	275	51	39
458	298	54	457	147	159	93
459	1257	316	1457	616	200	300
460	1249	410	1450	491	201	81
461	162	1729	290	2141	128	412
462	128	1101	235	1419	107	318
463	355	1086	468	1386	113	300
464	34	5601	34	6601	0	1000
465	424	7	810	2077	386	2070
466	550	52	899	302	349	250
467	181	56	450	256	269	200
468	237	45	585	247	348	202
469	189	410	548	692	360	282
470	320	186	1435	845	1115	659
471	379	94	729	694	350	600
472	618	480	968	630	350	150
473	450	90	686	207	236	117
474	129	45	1061	508	932	463
475	518	350	1002	675	484	325
476	281	183	1935	918	1654	735
477	105	58	925	452	820	394
478	353	83	1053	483	700	400
479	180	55	1200	1255	1020	1200
480	31	35	954	1035	923	1000
481	290	1506	1011	2906	721	1400
482	224	439	974	789	750	350
483	172	61	422	461	250	400
484	138	70	188	712	50	642
485	592	39	742	389	150	350
486	132	0	218	43	86	43
487	94	889	97	1339	3	450
488	120	1284	122	1582	2	298
489	382	1061	429	1311	47	250
490	44	686	44	2886	0	2200
491	17	1182	17	1364	0	182
492	1090	1072	1133	1246	43	174
493	894	433	913	528	19	95
494	383	683	570	1672	187	989
495	51	266	73	338	22	72
496	262	24	292	274	30	250
497	161	1922	161	2677	0	755
498	156	354	161	2354	5	2000
499	4	342	55	686	51	344
500	12	238	99	825	87	587
501	398	497	674	1065	276	568
502	250	154	581	284	331	130
503	256	124	256	124	0	0
504	247	35	384	35	137	0
505	549	122	1384	495	835	373
506	320	34	451	93	131	59
507	387	2	1282	341	895	339
508	141	46	241	91	100	45
509	899	2075	1045	2258	147	183
510	4	2879	58	3241	54	362
511	1453	556	1527	628	75	72
512	675	117	1343	412	668	295
513	508	78	1387	478	879	400

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
514	968	759	1134	1111	166	352
515	531	526	722	738	191	212
516	112	1560	396	2329	284	769
517	1290	2266	1634	2890	343	624
518	271	30	1415	551	1145	521
519	184	19	239	44	55	25
520	1535	387	1615	423	79	36
521	4863	4586	8887	9506	4024	4920
522	449	128	565	128	117	0
523	433	217	1523	2045	1091	1828
524	245	27	494	169	248	142
525	444	128	551	128	107	0
526	471	2234	1418	3903	947	1669
527	207	51	557	328	351	277
528	696	349	1421	561	725	212
529	373	114	594	114	220	0
530	408	151	645	151	237	0
531	270	91	444	91	174	0
532	545	54	575	190	30	136
533	356	61	600	61	244	0
534	371	60	480	60	108	0
535	8168	5018	9275	5080	1107	62
536	790	132	1050	280	260	148
537	1797	1379	2540	1664	743	285
538	2200	550	2827	631	627	81
539	294	87	2189	1893	1895	1806
540	275	372	527	568	252	196
541	298	339	374	343	76	4
542	634	279	2062	744	1429	465
543	690	571	1474	3923	784	3352
544	166	45	211	45	46	0
545	281	63	357	63	76	0
546	279	37	427	93	148	56
547	200	51	530	444	329	393
548	541	944	700	945	159	1
549	131	248	171	249	40	1
550	396	388	919	493	523	105
551	915	1151	1298	1163	383	12
552	371	575	550	575	179	0
553	2147	2372	6206	6480	4059	4108
554	301	305	429	305	128	0
555	475	106	571	176	95	70
556	31	931	58	1123	27	192
557	28	1477	41	1565	13	88
558	277	85	470	196	193	111
559	299	266	533	338	234	72
560	419	70	2644	395	2225	325
561	207	28	682	95	475	67
562	280	108	458	130	178	22
563	1202	94	1525	148	323	54
564	122	44	759	179	637	135
565	158	77	294	77	136	0
566	746	83	945	114	199	31
567	74	546	119	573	45	27
568	148	15	214	59	67	44
569	375	173	488	224	113	51
570	450	232	528	280	78	48

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
571	938	170	1078	179	140	9
572	699	236	892	374	193	138
573	989	244	1343	560	353	316
574	586	285	690	391	104	106
575	297	109	335	151	37	42
576	861	231	1101	318	240	87
577	250	78	264	91	13	13
578	69	146	82	168	13	22
579	209	246	339	380	130	134
580	44	3	621	99	577	96
581	348	68	899	213	550	145
582	59	25	1523	347	1464	322
583	851	62	1074	128	223	66
584	1195	203	1481	278	285	75
585	1349	158	1508	487	159	329
586	729	455	820	579	91	124
587	240	68	262	99	23	31
588	229	64	302	103	73	39
589	501	1380	517	1399	16	19
590	428	247	509	384	80	137
591	189	4	193	5	4	1
592	206	56	222	61	15	5
593	364	138	425	260	61	122
594	391	363	427	488	37	125
595	93	15	115	70	22	55
596	437	461	550	855	113	394
597	355	494	391	572	36	78
598	213	19	229	25	17	6
599	406	10	413	12	7	2
600	608	136	676	353	69	217
601	8	547	66	771	58	224
602	400	499	500	628	100	129
603	188	799	392	1265	204	466
604	154	8	196	78	42	70
605	117	71	335	276	218	205
606	602	648	688	664	86	16
607	696	600	1059	805	363	205
608	306	77	389	126	83	49
609	560	104	570	106	10	2
610	638	999	693	1063	55	64
611	851	1959	964	2104	113	145
612	274	319	331	395	57	76
613	283	125	321	132	38	7
614	393	85	406	87	13	2
615	320	285	323	286	3	1
616	583	59	602	63	19	4
617	615	235	680	260	65	25
618	518	28	1050	140	532	112
619	698	62	923	107	225	45
620	1196	131	1323	163	127	32
621	1299	231	1491	377	192	146
622	461	115	774	415	313	300
623	1	572	2	1013	1	441
624	4	46	318	1312	314	1266
625	28	2516	391	3773	362	1257
626	54	574	152	888	98	314
627	322	1418	399	1490	77	72

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
628	490	760	558	844	68	84
629	288	287	338	401	50	114
630	38	1047	40	1113	2	66
631	541	523	888	1104	348	581
632	80	32	343	1163	262	1131
633	146	129	930	1176	784	1047
634	215	1003	822	1922	606	919
635	341	1484	494	1705	152	221
636	127	22	389	397	262	375
637	847	483	1136	1104	289	621
638	219	16	253	52	34	36
639	599	835	772	1060	173	225
640	522	310	646	491	124	181
641	217	52	234	68	16	16
642	382	62	825	1672	443	1610
643	102	1209	469	2593	367	1384
644	427	27	439	31	12	4
645	368	670	492	756	124	86
646	44	0	264	558	220	558
647	8	0	562	2287	554	2287
648	18	709	23	730	6	21
649	7	114	44	187	37	73
650	14	29	209	517	196	488
651	751	519	1092	1223	341	704
652	618	975	774	1464	156	489
653	10	41	50	196	40	155
654	118	439	143	537	25	98
655	27	333	104	632	77	299
656	369	738	472	1130	103	392
657	143	1178	243	1566	100	388
658	83	344	125	508	42	164
659	47	421	89	580	41	159
660	282	518	352	756	70	238
661	365	41	425	57	60	16
662	545	161	1782	512	1237	351
663	388	101	1046	639	658	538
664	391	505	461	569	70	64
665	233	18	318	65	85	47
666	452	632	570	956	118	324
667	171	239	283	676	113	437
668	87	233	197	659	110	426
669	157	1237	322	1842	165	605
670	297	93	309	124	12	31
671	275	73	290	97	15	24
672	160	105	184	131	24	26
673	163	70	384	614	221	544
674	5	0	220	545	215	545
675	846	242	993	420	147	178
676	40	104	86	216	46	112
677	0	18	68	768	68	750
678	1	218	91	1214	91	996
679	7	499	23	1336	15	837
680	0	0	0	0	0	0
681	88	332	550	1143	462	811
682	277	38	643	655	366	617
683	188	51	355	265	167	214
684	406	1018	539	1063	133	45

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
685	441	285	481	365	41	80
686	71	166	167	429	96	263
687	108	920	162	1042	54	122
688	52	3	78	17	26	14
689	550	89	780	205	230	116
690	194	57	1081	304	888	247
691	361	79	830	227	470	148
692	97	194	326	268	229	74
693	174	35	286	65	113	30
694	2182	462	2492	622	310	160
695	331	131	375	186	43	55
696	47	1435	52	1436	5	1
697	221	77	309	177	88	100
698	187	15	413	75	225	60
699	370	223	374	224	4	1
700	191	213	384	370	192	157
701	377	12	539	128	161	116
702	52	508	302	979	251	471
703	138	232	198	395	60	163
704	967	237	1248	397	281	160
705	144	135	367	193	223	58
706	111	64	363	153	252	89
707	487	606	487	606	0	0
708	123	43	123	43	0	0
709	699	591	801	646	101	55
710	309	72	671	157	362	85
711	341	221	616	347	275	126
712	229	58	623	118	394	60
713	110	7	143	89	32	82
714	1680	1678	2137	2991	457	1313
715	2032	2767	2230	3039	198	272
716	741	192	744	192	3	0
717	324	1405	631	1577	307	172
718	1608	2146	1743	2351	135	205
719	364	1986	388	2005	24	19
720	1841	784	1900	845	59	61
721	439	267	531	351	92	84
722	704	388	880	637	176	249
723	733	366	753	374	20	8
724	877	170	904	175	27	5
725	320	2284	443	2582	123	298
726	492	712	721	1312	229	600
727	323	1657	731	2308	408	651
728	186	2968	1310	4784	1124	1816
729	249	4831	277	4876	28	45
730	403	693	558	899	155	206
731	241	336	375	422	134	86
732	739	164	775	167	36	3
733	568	118	577	118	9	0
734	465	260	532	329	67	69
735	506	204	593	232	87	28
736	808	203	988	319	180	116
737	857	419	1004	484	147	65
738	582	199	712	315	130	116
739	924	847	1151	1101	227	254
740	652	770	803	919	151	149
741	533	1145	562	1178	29	33

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
742	259	535	440	774	181	239
743	577	571	687	666	110	95
744	246	257	416	449	170	192
745	543	387	642	496	99	109
746	296	528	388	700	92	172
747	749	780	766	804	17	24
748	196	205	208	207	12	2
749	500	36	571	61	71	25
750	447	431	630	571	183	140
751	145	97	149	98	4	1
752	212	13	215	14	3	1
753	224	183	238	185	14	2
754	202	19	202	19	-0	0
755	487	68	669	185	182	117
756	594	172	719	291	125	119
757	260	2	264	3	4	1
758	236	4	297	14	61	10
759	481	364	553	460	72	96
760	309	115	560	340	251	225
761	319	44	361	51	42	7
762	707	271	752	292	45	21
763	268	4809	425	5489	157	680
764	311	2538	341	3684	30	1146
765	1358	4624	1499	6171	141	1547
766	2259	2601	2470	2905	211	304
767	919	555	954	582	35	27
768	704	332	735	337	31	5
769	1070	5191	1102	5203	32	12
770	1510	1331	1641	1426	131	95
771	835	991	930	1068	95	77
772	1467	1280	1635	1419	168	139
773	1249	981	1466	1261	217	280
774	2814	1301	2938	1332	124	31
775	912	618	1231	950	319	332
776	1620	706	1762	754	142	48
777	651	640	715	691	64	51
778	868	360	932	445	64	85
779	1114	647	1250	789	136	142
780	1206	1573	1329	1727	123	154
781	305	2978	351	3888	46	910
782	0	1710	0	2031	0	321
783	1132	2806	1120	3624	-12	818
784	789	1093	842	1170	53	77
785	1133	736	1181	804	48	68
786	1216	961	1280	1047	64	86
787	1043	1062	1130	1190	87	128
788	0	610	0	936	0	326
789	168	2097	567	2544	399	447
790	406	1843	446	2330	40	487
791	1006	451	1056	514	50	63
792	236	4479	336	4620	100	141
793	372	1329	409	1592	37	263
794	678	907	790	1108	112	201
795	325	3540	635	4403	310	863
796	925	1573	1025	1696	100	123
797	720	660	782	728	62	68
798	1129	595	1219	705	90	110

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
799	1426	758	1555	912	129	154
800	1134	281	1251	436	117	155
801	752	990	846	1087	94	97
802	1398	1304	1581	1439	183	135
803	1660	197	1793	247	133	50
804	895	146	963	164	68	18
805	770	700	847	748	77	48
806	744	208	787	226	43	18
807	553	36	575	43	22	7
808	707	315	736	324	29	9
809	794	626	858	637	64	11
810	650	115	661	124	11	9
811	595	381	716	547	121	166
812	382	944	553	1168	171	224
813	398	625	755	1107	357	482
814	513	715	647	825	134	110
815	302	956	419	1073	117	117
816	97	40	166	69	69	29
817	157	559	310	656	153	97
818	236	40	240	40	4	0
819	617	275	728	439	111	164
820	701	146	864	271	163	125
821	1334	96	1416	178	82	82
822	562	254	598	294	36	40
823	578	57	587	58	9	1
824	859	37	943	89	84	52
825	945	575	1084	699	139	124
826	462	145	483	147	21	2
827	624	180	676	187	52	7
828	812	728	915	825	103	97
829	445	614	447	614	2	0
830	632	1262	702	1353	70	91
831	637	328	787	451	150	123
832	1219	550	1309	642	90	92
833	550	477	643	533	93	56
834	500	604	596	733	96	129
835	1240	1062	1360	1167	120	105
836	901	390	998	597	97	207
837	47	391	81	417	34	26
838	635	116	650	118	15	2
839	767	111	779	111	12	0
840	61	79	71	79	10	0
841	716	2573	903	2614	187	41
842	852	103	917	111	65	8
843	870	113	993	140	123	27
844	713	367	1063	611	350	244
845	694	181	726	198	32	17
846	0	687	0	2045	0	1358
847	205	10106	845	17053	640	6947
848	326	1504	557	3003	231	1499
849	13	6349	237	9032	224	2683
850	506	906	784	1134	278	228
851	234	1546	357	1868	123	322
852	40	9821	40	11014	-0	1193
853	623	204	772	302	149	98
854	575	142	577	142	2	0
855	721	204	725	205	4	1

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
856	780	522	831	598	50	76
857	1451	614	1512	664	61	50
858	653	70	682	75	29	5
859	744	414	760	419	16	5
860	650	139	666	142	16	3
861	472	189	606	300	134	111
862	357	290	372	294	15	4
863	188	102	235	143	47	41
864	225	2848	242	2021	17	-827
865	241	219	316	299	75	80
866	281	32	305	37	24	5
867	521	288	597	319	76	31
868	487	498	596	604	109	106
869	769	176	817	230	48	54
870	1643	155	1699	229	56	74
871	1095	375	1218	443	123	68
872	990	461	1167	492	177	31
873	1455	238	1593	381	138	143
874	847	130	969	266	122	136
875	459	706	582	837	123	131
876	657	265	703	313	46	48
877	290	816	295	821	5	5
878	260	49	298	90	38	41
879	679	211	690	215	11	4
880	914	113	930	118	16	5
881	198	86	288	173	90	87
882	154	125	157	125	3	0
883	569	73	576	74	7	1
884	530	309	649	496	119	187
885	1025	137	1092	146	67	9
886	1116	297	1136	299	20	2
887	464	11	507	21	43	10
888	660	317	1119	718	459	401
889	1397	688	1697	845	300	157
890	1165	382	1231	440	66	58
891	1692	580	1773	686	81	106
892	2434	2737	2955	3238	521	501
893	331	753	572	1144	241	391
894	79	1165	95	1647	16	482
895	6	2323	75	2445	69	122
896	8	1321	8	1499	0	178
897	1	264	1	449	0	185
898	11	452	11	681	0	229
899	9	679	9	891	0	212
900	5	1884	5	2055	-0	171
901	7	703	48	1222	41	519
902	2	3182	0	7996	-2	4814
903	0	587	30	824	30	237
904	16	4213	-0	6000	-16	1787
905	13	3390	13	3694	0	304
906	968	1510	1153	1854	185	344
907	18	927	128	1243	110	316
908	340	3316	823	4706	483	1390
909	574	956	841	1295	267	339
910	261	1911	309	3448	48	1537
911	362	443	756	943	394	500
912	1	820	1	877	0	57

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
913	514	238	669	363	155	125
914	200	593	458	856	258	263
915	317	1132	638	1494	321	362
916	1190	433	1304	560	114	127
917	724	576	775	663	51	87
918	780	378	795	490	15	112
919	879	92	945	121	66	29
920	2054	1898	2522	2298	468	400
921	1526	397	1644	444	118	47
922	2154	3244	2550	3668	396	424
923	1758	344	1964	544	206	200
924	1142	913	1351	1513	209	600
925	11	4569	0	9596	-11	5027
926	26	1904	25	4449	-1	2545
927	9	0	0	800	-9	800
928	124	1747	124	2703	-0	956
929	349	5504	891	5861	542	357
930	1108	595	2283	567	1176	-28
931	204	65	452	65	248	0
932	22	1863	98	2130	76	267
933	30	627	51	939	21	312
934	56	222	77	332	21	110
935	207	513	227	598	20	85
936	3	167	27	326	24	159
937	8	41	78	512	70	471
938	457	658	531	805	74	147
939	174	171	194	247	20	76
940	54	613	95	1066	41	453
941	428	245	460	273	32	28
942	91	1850	136	2057	45	207
943	667	161	756	208	89	47
944	237	589	256	619	19	30
945	2280	955	2585	1441	305	486
946	362	1603	409	1717	47	114
947	256	2019	340	2293	84	274
948	51	1156	174	2535	123	1379
949	21	2967	55	3569	34	602
950	0	219	0	263	0	44
951	118	193	283	342	165	149
952	164	207	318	298	154	91
953	368	383	380	388	12	5
954	306	285	610	493	304	208
955	424	133	436	150	12	17
956	275	11	284	20	9	9
957	472	155	514	171	42	16
958	351	533	379	553	28	20
959	1	120	1	186	0	66
960	4	57	4	61	0	4
961	193	1819	245	1885	52	66
962	3012	5144	3697	6144	685	1000
963	26	503	-0	6135	-26	5632
964	70	1763	147	2010	77	247
965	3	2626	3	2862	0	236
966	168	191	175	214	7	23
967	483	91	557	112	74	21
968	58	1264	58	1504	0	240
969	20	1380	20	1510	0	130

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
970	99	1373	129	2041	29	668
971	9	2055	9	2372	-0	317
972	319	5271	308	5067	-11	-204
973	36	1479	35	1413	-1	-66
974	103	1940	100	1840	-4	-100
975	181	3844	175	3647	-6	-197
976	81	6322	78	5998	-3	-324
977	255	175	250	246	-5	71
978	421	313	407	297	-14	-16
979	412	310	398	294	-14	-16
980	231	2853	223	2707	-8	-146
981	354	507	348	548	-7	41
982	762	3000	904	3985	142	985
983	237	1171	285	1221	48	50
984	251	175	243	166	-9	-9
985	308	14	298	13	-10	-1
986	239	437	231	415	-8	-22
987	204	469	197	445	-7	-24
988	342	512	398	509	56	-3
989	267	6995	338	6674	72	-321
990	200	34	222	42	22	8
991	412	25	510	188	98	163
992	504	193	628	245	124	52
993	127	59	202	163	76	104
994	274	59	343	108	69	49
995	158	29	206	61	48	32
996	339	213	523	261	183	48
997	292	8	386	48	94	40
998	108	0	129	10	21	10
999	27	572	62	4543	35	3971
1000	3	769	101	2114	98	1345
1001	107	32	163	51	57	19
1002	372	180	649	283	277	103
1003	173	2549	172	3201	-1	652
1004	261	256	493	297	232	41
1005	62	2013	60	2051	-2	38
1006	635	967	871	1030	236	63
1007	283	303	350	331	67	28
1008	517	101	724	175	206	74
1009	384	27	522	86	138	59
1010	283	29	381	68	97	39
1011	448	61	940	188	492	127
1012	341	272	458	336	117	64
1013	150	994	240	1112	90	118
1014	803	589	985	647	182	58
1015	693	208	806	277	113	69
1016	678	175	902	410	224	235
1017	1	592	9	740	8	148
1018	6	3373	16	3377	9	4
1019	379	223	592	279	214	56
1020	264	251	365	266	101	15
1021	677	37	839	73	162	36
1022	709	560	860	625	150	65
1023	252	888	349	986	97	98
1024	833	527	1122	647	289	120
1025	577	475	768	599	191	124
1026	809	260	1213	567	404	307

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
1027	394	56	594	107	201	51
1028	550	644	670	691	120	47
1029	741	405	865	479	124	74
1030	27	1703	33	1959	6	256
1031	25	2779	63	3069	37	290
1032	357	29	531	80	175	51
1033	259	14	313	46	53	32
1034	465	200	579	289	114	89
1035	572	498	763	594	191	96
1036	186	180	365	411	179	231
1037	696	81	843	137	147	56
1038	273	427	314	425	42	-2
1039	467	303	537	323	70	20
1040	695	1334	853	1341	158	7
1041	477	451	543	461	66	10
1042	458	52	653	125	195	73
1043	474	1020	778	1203	304	183
1044	633	128	909	254	276	126
1045	185	398	338	505	153	107
1046	206	653	211	899	6	246
1047	237	175	314	234	77	59
1048	355	669	739	1002	385	333
1049	262	578	446	1027	184	449
1050	276	70	309	83	33	13
1051	306	61	352	80	47	19
1052	224	114	292	137	67	23
1053	104	0	156	21	51	21
1054	390	436	529	529	138	93
1055	225	174	456	233	231	59
1056	179	8	405	58	226	50
1057	449	73	664	243	215	170
1058	47	130	107	696	60	566
1059	548	284	692	422	144	138
1060	543	312	739	374	197	62
1061	562	124	786	220	224	96
1062	342	120	894	276	552	156
1063	568	1836	1150	1905	582	69
1064	266	27	406	73	140	46
1065	219	145	354	237	135	92
1066	307	1515	423	2117	117	602
1067	354	82	486	157	132	75
1068	523	358	731	501	208	143
1069	405	429	643	643	239	214
1070	81	645	182	1425	101	780
1071	361	1077	529	1270	168	193
1072	225	558	378	697	153	139
1073	555	1455	797	1790	242	335
1074	132	191	305	442	172	251
1075	144	1143	153	1434	9	291
1076	265	1510	580	1636	315	126
1077	369	706	662	915	293	209
1078	671	166	1010	289	339	123
1079	369	76	720	239	350	163
1080	43	166	142	227	99	61
1081	517	298	714	433	197	135
1082	879	125	1282	345	403	220
1083	166	175	282	284	115	109

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
1084	171	185	333	537	162	352
1085	395	5	525	64	130	59
1086	314	3	388	36	73	33
1087	371	284	509	368	137	84
1088	129	880	229	953	100	73
1089	325	143	429	201	104	58
1090	469	82	548	114	78	32
1091	11	758	11	832	0	74
1092	366	87	521	159	155	72
1093	562	135	662	174	100	39
1094	375	143	508	201	133	58
1095	386	214	682	376	296	162
1096	913	165	1402	364	488	199
1097	666	83	924	243	258	160
1098	556	26	709	91	153	65
1099	275	317	356	366	81	49
1100	679	69	834	113	154	44
1101	126	6	191	54	64	48
1102	416	135	926	373	510	238
1103	421	56	743	227	323	171
1104	172	57	279	98	107	41
1105	691	329	1084	520	392	191
1106	845	349	1098	582	253	233
1107	466	500	852	1379	386	879
1108	316	99	584	165	269	66
1109	113	128	164	812	51	684
1110	136	22	170	22	35	-0
1111	120	20	158	19	38	-1
1112	136	25	168	227	32	202
1113	98	67	147	64	49	-3
1114	75	3	112	28	37	25
1115	109	244	226	281	117	37
1116	139	94	3417	5808	3277	5714
1117	436	149	949	682	514	533
1118	121	8	2822	2022	2701	2014
1119	240	68	371	246	131	178
1120	325	160	631	275	306	115
1121	708	174	935	270	226	96
1122	998	161	1187	212	189	51
1123	636	56	762	110	126	54
1124	1147	242	1412	480	265	238
1125	275	1487	365	1658	90	171
1126	678	296	960	544	282	248
1127	961	160	1402	375	441	215
1128	948	143	1125	394	177	251
1129	455	2821	710	2935	255	114
1130	469	1052	889	1406	421	354
1131	468	101	663	273	195	172
1132	947	162	1111	273	163	111
1133	283	274	448	353	165	79
1134	147	3	271	176	125	175
1135	687	40	868	191	181	151
1136	199	112	711	241	512	129
1137	515	95	866	177	351	82
1138	564	386	749	624	186	238
1139	509	608	735	989	226	381
1140	278	396	399	600	122	204

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
1141	589	88	710	142	120	54
1142	1008	247	1245	357	237	110
1143	607	216	712	459	105	243
1144	625	152	853	246	228	94
1145	1174	258	1463	606	288	348
1146	82	1099	176	1240	94	141
1147	139	929	303	1301	163	372
1148	213	62	292	964	79	902
1149	189	1709	254	2033	66	324
1150	36	808	35	1044	-1	236
1151	173	97	235	176	62	79
1152	476	106	639	236	163	130
1153	314	19	457	86	143	67
1154	317	266	424	549	107	283
1155	273	632	357	817	84	185
1156	451	186	698	297	247	111
1157	452	323	767	519	314	196
1158	163	200	320	468	157	268
1159	916	326	1289	1045	373	719
1160	652	1032	777	1683	124	651
1161	1571	238	2409	702	837	464
1162	467	761	731	3165	263	2404
1163	513	1817	1520	2447	1007	630
1164	244	571	1041	1037	797	466
1165	109	0	396	108	287	108
1166	497	70	788	257	291	187
1167	432	86	802	326	369	240
1168	277	145	343	138	66	-7
1169	228	17	263	26	35	9
1170	206	0	217	1	11	1
1171	122	194	176	242	54	48
1172	211	238	327	515	116	277
1173	318	67	438	387	120	320
1174	246	118	838	325	592	207
1175	463	208	625	199	162	-9
1176	412	202	603	323	192	121
1177	795	227	1095	229	301	2
1178	292	168	687	583	395	415
1179	61	5	530	188	470	183
1180	299	29	384	29	85	0
1181	495	47	742	54	247	7
1182	356	26	646	29	290	3
1183	234	111	1904	967	1671	856
1184	456	420	824	1899	368	1479
1185	157	3	553	319	396	316
1186	59	123	206	1142	147	1019
1187	116	0	717	1298	601	1298
1188	107	10	277	79	170	69
1189	351	283	484	288	133	5
1190	187	65	425	220	238	155
1191	437	28	595	38	158	10
1192	720	116	2032	574	1312	458
1193	415	17	1571	535	1156	518
1194	288	79	803	387	515	308
1195	583	89	664	211	81	122
1196	367	23	1063	351	696	328
1197	40	23	349	307	309	284

Final Metro/Jur 2015 Allocation 12/8/95

rtz	hh94	adj94emp	tfhh15	tfemp15	dhh15-94	demp15-94
1198	32	471	173	1662	142	1191
1199	623	16	1258	847	634	831
1200	297	56	792	459	495	403
1201	130	0	313	433	183	433
1202	70	23	189	163	120	140
1203	166	0	503	133	337	133
1204	121	33	182	2187	60	2154
1205	420	116	657	677	237	561
1206	333	3638	470	3828	137	190
1207	432	386	623	1040	191	654
1208	885	72	1049	275	164	203
1209	559	723	765	1403	206	680
1210	346	61	511	118	164	57
1211	454	15	531	743	77	728
1212	812	342	1586	899	774	557
1213	107	46	446	241	339	195
1214	110	7	353	92	243	85
1215	421	54	775	753	354	699
1216	50	35	148	485	98	450
1217	163	105	516	876	353	771
1218	111	43	144	41	33	-2
1219	221	163	279	178	59	15
1220	120	14	537	156	418	142
1221	142	34	1229	2707	1087	2673
1222	160	90	192	198	32	108
1223	94	44	135	158	41	114
1224	315	306	429	451	113	145
1225	274	116	2123	2022	1849	1906
1226	727	264	2306	1616	1580	1352
1227	94	27	167	3111	72	3084
1228	190	87	305	215	115	128
1229	225	130	354	170	130	40
1230	371	175	661	542	290	367
1231	145	22	1686	1094	1541	1072
1232	625	69	1451	718	826	649
1233	151	12	969	344	818	332
1234	152	34	731	237	579	203
1235	372	235	530	231	158	-4
1236	406	24	562	46	156	22
1237	393	33	600	33	207	-0
1238	465	78	636	87	172	9
1239	138	121	145	130	7	9
1240	281	156	569	2226	287	2070
1241	1171	111	1788	218	618	107
1242	601	86	758	135	157	49
1243	1097	296	1407	2500	310	2204
1244	1911	55	3927	1300	2017	1245
1290	1724	1821	1745	2111	21	290
1291	1668	694	1919	1152	251	458
1292	1268	904	2253	795	985	-109

604360.6 951061 914288 1482878 309927.4 531816.59

AGENDA ITEM 5.2
Meeting Date: December 21, 1995

**Resolution No. 95-2251, For the Purpose of Recommending Creation of the
South/North Light Rail Public-Private Task Force**

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2251 FOR THE PURPOSE OF RECOMMENDING CREATION OF THE SOUTH/NORTH LIGHT RAIL PUBLIC- PRIVATE TASK FORCE

Date: December 4, 1995

Presented by: Andrew Cotugno

PROPOSED ACTION

This resolution would recommend the creation of a Public-Private Task Force to consider new financing sources for the construction of South/North Light Rail as called for in SB 1156, the South/North Light Rail funding legislation.

FACTUAL BACKGROUND AND ANALYSIS

The Oregon Legislature passed Senate Bill 1156 in 1995 which requires Tri-Met to identify new financing sources which could be utilized to reduce the state's share of South/North Light Rail construction costs by up to \$75 million. To accomplish this, Tri-Met will establish a Public-Private Task Force to make recommendations on new financing sources. The recommendations will be forwarded by Tri-Met to the 1997 Legislature in cooperation with Metro and the Joint Policy Advisory Committee on Transportation. Reduction of the state's share of South/North costs is contingent upon the granting of new authorities by the 1997 Legislature.

In addition to the statutory requirement contained in Senate Bill 1156, Tri-Met has a goal of using any new funding sources to reduce the burden on local taxpayers who have approved \$475 million in General Obligation bond authority for the project.

Tri-Met proposes to create a Task Force of 7-9 citizens, supported by ex-officio membership of Tri-Met and Metro. The Task Force report will be submitted to JPACT, which will conduct public review and submits its recommendations to Tri-Met and the Metro Council. This arrangement is intended to 1) stimulate development of innovative ideas from the private sector; 2) allow the Task Force to work rapidly; and 3) allow public review through the established JPACT process. The ex-officio public members of the Task Force will serve as support and resources rather than as participants.

Tri-Met Objectives

1. Identify alternative funding sources and methods for the South/North Light Rail Project which can be used to:
 - a) Meet the obligation to provide the Legislature with options for reducing the funding commitment for the South/North project made by the state and local taxpayers;

- b) Fill funding gaps due to shortfalls in public funds; and
 - c) Improve cash-flow and construction flexibility.
2. Identify public and private mechanisms to capture a share of the value created by the South/North Light Rail Project.
 3. Identify and review alternative financing methods for extending the line into Clark County.
 4. Promote private sector investment along rail lines (increase and speed up creation of value which can be captured).

Organization of Task Force

The Task Force will comprise 7-9 citizens appointed by Tri-Met. The Task Force will include members with backgrounds in innovative project finance, real estate and development, and public-private partnerships.

The Tri-Met General Manager and Metro Executive will serve as ex-officio members of the Task Force.

Tri-Met will provide a consultant to support the work of the Task Force and will provide technical assistance. Tri-Met and consultant will establish an interagency working group to ensure coordination between the Task Force and other related efforts, including the Governor's work on developing a new framework for transportation finance, regional funding initiatives, pursuit of public funding for the South/North project, and Metro's congestion pricing study.

The Task Force will issue its report to Tri-Met by July 15, 1996. Tri-Met will forward the report to the JPACT Finance Committee for review and recommendations to JPACT. The Task Force will participate with Tri-Met in presentation of the report to the Legislature.

Charge to the Task Force

The charge to the Task Force will include the following elements:

The Task Force should consider the full range of possibilities for funding the project but should develop full recommendations, including consideration of implementation issues, for those that have the most promise to significantly fulfill the state objectives. The project consists of the full South/North project from Clackamas County to Clark County, without limitation to proposed construction phases or segments.

The funding measures to be considered should include, but not be limited to, tolling, capturing of added property values, joint development of station areas, air rights, "super turn-key"

construction, tax-advantaged leasing (cross-border leasing), tax-advantaged debt financing, joint use of right-of-way and/or facilities, tax credits and exemptions.

Funding opportunities related to, but not specifically part of, the South/North project should be considered, but implications of such opportunities for other transportation projects and funding should be weighted.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2251.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RECOMMENDING	)	RESOLUTION NO. 95-2251
CREATION OF THE SOUTH/NORTH)	
LIGHT RAIL PUBLIC-PRIVATE TASK	)	Introduced by
FORCE	)	Councilor Rod Monroe, Chair
		JPACT

WHEREAS, The Oregon Legislature in 1995 adopted Senate Bill 1156 to provide state funding for the construction of the South/North Light Rail Project; and

WHEREAS, The Oregon Legislature, through the passage of SB 1156, directed Tri-Met to establish a Public-Private Task Force to identify up to \$75 million of new financing sources which could be authorized by the Legislature to reduce the state's share of the South/North project financing; and

WHEREAS, Senate Bill 1156 requires that the Public-Private Task Force identify and evaluate alternative funding sources, consider innovative funding mechanisms to capture the value created by transportation projects; and

WHEREAS, Tri-Met, in cooperation with Metro and the Joint Policy Advisory Committee on Transportation, is required to make recommendations on new financing sources to the 1997 session of the Oregon Legislature; and

WHEREAS, The reduction of the state's share of the South/North project financing costs is contingent on the enactment of financing authorities by the 1997 Legislature based on recommendations from the region; and

WHEREAS, Tri-Met proposes to create a Task Force of 7-9 citizens, supported by Tri-Met General Manager and Metro Executive serving as ex-officio members; and

WHEREAS, Tri-Met will provide support and technical assistance to the Task Force; and

WHEREAS, Tri-Met will establish an interagency working group to ensure coordination between the Task Force and other related efforts, including the Governor's work on developing a new framework for transportation finance, regional funding initiatives, pursuit of public funding for the South/North project, and Metro's congestion pricing study; and

WHEREAS, The Task Force will issue its report to Tri-Met by July 15, 1996 and Tri-Met will forward the report to the JPACT Finance Committee for review and recommendations to JPACT and the Task Force will participate with Tri-Met in presentation of the report to the Legislature; now, therefore,

BE IT RESOLVED,

1. That the Metro Council recommends that Tri-Met create a citizen task force on public-private finance mechanisms which includes the Metro Executive Officer as an ex-officio member for the South/North Light Rail Project to meet the requirements of SB 1156.

2. That the finance alternatives recommended by this committee be reviewed by the Joint Policy Advisory Committee on

Transportation and the Metro Council prior to a recommendation to the 1997 Legislature.

ADOPTED by the Metro Council this _____ day of _____
1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

95-2251.RES
ACC:BB:lmk/12-6-95

AGENDA ITEM 5.3
Meeting Date: December 21, 1995

**Resolution No. 95-2245, For the Purpose of Authorizing Release of a Request for
Proposals for a Multi-Year Study of Commercial Waste Generators and
Authorizing the Executive Officer to Enter into a Contract**

REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2245, FOR THE PURPOSE OF AUTHORIZING RELEASE OF A REQUEST FOR PROPOSALS FOR A MULTI-YEAR STUDY OF COMMERCIAL WASTE GENERATORS AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A CONTRACT

Date: December 20, 1995

Presented by: Councilor McLain

Committee Recommendation: At the December 19 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 95-2245. Voting in favor: Councilors Kvistad, McFarland and McLain.

Committee Issues/Discussion: Doug Anderson, Regional Environmental Management Program Supervisor, presented the staff report and reviewed the purpose of the resolution. Anderson noted that the resolution would authorize the release of a request for proposals for a contract to survey the disposal, waste reduction and recycling habits of commercial businesses throughout the metropolitan area. Metro initiated its survey program in 1992. To date, residential and multi-family surveys have been completed.

Anderson explained that the large scale waste characterization study conducted every five years provides excellent general data about the overall wastestream and how it is changing. But it provides little data by type of disposer or recycling habits. Anderson indicated that the data gathered in the proposed survey will be used in several ways. First, it will provide baseline data concerning commercial business disposal and recycling. This data can be used to structure programs targetting this sector as provided in the recently adopted Regional Solid Waste Management Plan. In addition, Metro and local jurisdictions can use the data to help assess the effectiveness of these programs. Anderson indicated that the data also will assist Metro in refining its tonnage forecasting model.

Anderson indicated that the proposed contract will be a multiyear contract. He noted that it is necessary for the survey work to be conducted for an entire year to permit the evaluation of seasonal fluctuations. It is anticipated that work under the contract will begin in the spring of 1996 and end in April or May of 1997. The cost of the survey will be up to \$121,000. This amount is larger than the cost of the residential (\$80,000) and multi-family (\$60,000) surveys because of the large number and types of commercial generators.

Councilor McLain noted that it is important to get "buy-in" and participation from local jurisdictions and to insure that the survey is regional in scope. Anderson responded that the resolution and proposed survey had been reviewed by the local government recycling coordinators.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2245 FOR THE PURPOSE OF AUTHORIZING RELEASE OF A REQUEST FOR PROPOSALS FOR A MULTI-YEAR STUDY OF COMMERCIAL WASTE GENERATORS AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A CONTRACT.

Date: December 19, 1995

Presented by: Debbie Gorham
Douglas Anderson

SUMMARY

In FY 1995-96, Regional Environmental Management has budgeted \$121,000 for study of commercial solid waste generators. The FY 1995-96 Budget appropriates these monies for single-year personal services contracts. Resolution No. 95-2245 allows a multi-year contract for this study. This Staff Report explains why a multi-year (two-year) contract is the most cost-effective means of obtaining the services required. For background, the Staff Report also describes the Generator Survey Project and the proposed Commercial Generator Study. No additional appropriations are requested.

FACTUAL BACKGROUND AND ANALYSIS

In FY 1992-93, Regional Environmental Management began to measure waste generation characteristics of residents of the Portland metropolitan area.. To date, surveys of single family generators and multifamily generators have been completed. In FY 1995-96 the third round of surveys is scheduled to begin. This time, commercial generators are proposed for study.

The Generator Survey Project consists of a series of sample surveys that measure waste, recyclables, and characteristics of individual generators. The goal is to provide a consistent and efficient process for monitoring changes in solid waste being generated and disposed in the region. Past surveys have contributed significantly to the Department's forecasting and planning efforts (and in particular, to specification and evaluation of RSWMP alternatives), among other applications.

There is still much to learn about the characteristics of commercial waste generation and related decision-making. The Commercial Generator Study is designed to provide objective measures of recycling and disposal rates by Standard Industrial Classification (SIC) codes. It will determine the relative amounts of waste and recyclables that are self-hauled, collected by commercial waste haulers, and collected by private recycling contractors. An additional project element is designed to reveal the criteria and methods that decision-makers utilize when choosing the level and type of waste reduction policies, recycling, and waste services for their firms.

A preliminary scope of work has been presented to representatives of local jurisdictions for comment on how this project could assist in their efforts to design and implement commercial recycling programs in general, and their Year Six Plans in particular. If Metro proceeds with this study, the information will be invaluable to local jurisdictions in their planning efforts. As an indicator of local support, Metro has received informal commitments of cooperation and assistance from local jurisdictions on this project.

This study will provide the benchmarks and initial data for measuring and monitoring the new Regional Solid Waste Management Plan. It will improve Metro's forecasting abilities by providing richer data than are currently available for linking projections of economic activity with future waste generation. It will guide implementation of regional and local plans for waste reduction and recycling by providing quantitative measures of waste flows, and important information on how decision-makers arrange for recycling and waste services.

This study was originally planned and budgeted to begin in FY 1994-95, and to be completed in FY 1995-96. The FY 1994-95 work was postponed while the Regional Solid Waste Management Plan was being developed, in order to ensure that the study would be consistent with RSWMP reporting schedules, benchmarks, and data requirements. Appropriations in the FY 1995-96 budget consist of two new single-year contracts, in the amounts of \$61,000 (personal services "A" contract appropriation carried over from FY 1994-95) and \$60,000 (new "B" personal services contract).

JUSTIFICATION FOR MULTI-YEAR CONTRACT

This project requires more than one year to complete. It consists of three general phases: start-up, field work, and completion activities. The field work alone takes one calendar year because each participating business in the study must be visited each quarter in order to measure seasonal effects. Additional time is required for the start-up and completion activities.

Considerable time and expense is involved in the start-up phase. The start-up work would be duplicated if this project were awarded to different contractors, as might be the case if the project is covered by two RFPs for separate single-year contracts. Accordingly, a multi-year (two-year) contract would ensure that start-up investments are incurred only once, and the balance invested in a larger sample during the field work phase.

BUDGET IMPACT

This project is budgeted at \$121,000 in the adopted FY 1995-96 Budget, consisting of:

FY 1994-95 carryover:	\$61,000
Budgeted for FY 1995-96:	<u>\$60,000</u>
Total:	\$121,000

Approximately 25% of the \$121,000, or \$30,000, is expected to be spent during FY 1995-96. The balance of \$91,000 will be spent in FY 1996-97. The \$91,000 balance will be carried over from FY 1995-96 to FY 1996-97. Accordingly, no new appropriations above the current budget level will be required in FY 1996-97.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 95-2245.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2245.

DA:ay

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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING RELEASE)	RESOLUTION NO. 95-2245
OF REQUEST FOR PROPOSAL #95R-24-SW)	
FOR A MULTI-YEAR STUDY OF	)	Introduced by Mike Burton
COMMERCIAL WASTE GENERATORS AND	)	Executive Officer
AUTHORIZING THE EXECUTIVE OFFICER)	
TO ENTER INTO A CONTRACT.)	

WHEREAS, The adopted FY 1995-96 Metro Budget appropriates \$121,000 for the study of commercial waste generators; and

WHEREAS, The study of commercial generators is the next phase in a planned series of studies by Metro that began in FY 1992-93 with a study of single family generators; and

WHEREAS, This study will provide benchmarks and initial data for measuring and monitoring the newly-adopted Regional Solid Waste Management Plan (RSWMP) according to the measurement plan that is contained within RSWMP; and

WHEREAS, This study will provide other data and information of significant use in solid waste planning and forecasting to Metro and its regional partners; and

WHEREAS, This study will be of more than one year duration; and

WHEREAS, It is most cost-effective to employ one contractor for the duration of this study; and

WHEREAS, The contractor will be selected by an open and competitive proposal and selection process; and

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

BE IT RESOLVED, That the Metro Council authorizes release of
RFP #95R-24-SW for a multi-year contract to study Commercial Solid Waste Generators; and
authorizes the Executive Officer to enter into a contract.

ADOPTED by the Metro Council this _____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

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REQUEST FOR PROPOSALS
FOR
COMMERCIAL SOLID WASTE GENERATOR SURVEY

I. INTRODUCTION

The Regional Environmental Management Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals to conduct research on commercial solid waste generators in the Portland, Oregon metropolitan area. Proposals will be due no later than 3:00 p.m. Tuesday, January 30, 1996 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document.

II. OBJECTIVES AND BACKGROUND OF THE PROJECT

The primary objective of this study is to obtain characteristics of solid waste generation by businesses in the Portland metropolitan area. Also of interest is a profile of service arrangements in commercial waste hauling and disposal. Generation is defined to include all recycling and all disposal. "Characteristics" include quantitative measures of waste and recyclables by type of material, firm type and size; as well as qualitative information on recycling knowledge, waste prevention practices, and other "softer" data. As will be discussed below, local information on waste and recycling by material is not currently available for detailed industry types in a complete and consistent format. This study will fill this gap by studying business firms' solid waste behavior at a fine level of detail. Subject to logistic and other potential measurement barriers, this information is to be obtained by direct observation and sampling of the generating units themselves over the course of one year.

History of the Generator Survey Program. This project is the third round in the Generator Survey Program initiated during 1992 by the Solid Waste Department at Metro. The program consists of a series of sample surveys that measure waste, recyclables, and characteristics of individual solid waste generators. The program is intended to provide a consistent and efficient process for monitoring changes in solid waste generation, recycling, and disposal in the region. The first two generator surveys addressed single family households and multifamily residences, respectively. Surveys in this round will focus on non-residential generators, excluding construction-demolition-land clearing (CDL) events.

Size of the Business Sector. To give a sense of the size of the business sector, Table 1 shows the number of firms by employee size-class in the Portland tri-county area. There are over 560,000 wage-and-salary jobs in approximately 41,000 businesses. Over 470,000 persons are employed in medium-to-large firms (*i.e.*, those with 10 or more employees). See also Table 5 (p.12) for a breakdown of employment by industry.

Table 1
Number of Businesses and Employees
by Size of Firm in 1994
Portland, Oregon Tri-County Area

Size (Employees per Firm)	Number of Businesses	Number of Employees
1 and 2	14,674	14,689
3 and 4	10,543	32,852
5 to 9	7,064	44,192
10 to 19	3,960	53,175
20 to 49	2,930	90,604
50 to 99	1,025	70,692
100 to 249	596	89,902
250 to 499	149	51,282
500 and over	90	115,819
Total	41,031	563,207

Disposal by Businesses. Based on Metro's 1993-94 Waste Characterization Study, commercial generators disposed 465,000 tons of waste in 1994 (excluding construction and demolition debris), or 43 percent of all disposal in the Portland area. This same study showed that the principal materials remaining in the commercial waste stream are paper, food waste, wood, metals, and plastics. These statistics are based on retrospective sampling of mixed waste at disposal sites, rather than measurement at the point of generation. Therefore, information by detailed characteristics of generators (*e.g.*, industry type, size of firm) is not available. One intended outcome of this study is detailed quantification of disposal by business generators.

Recycling by Businesses. Metro's 1993 Recycling Level Survey showed that over 710,000 tons of material were recycled, composted, or recovered for energy from all sources in 1993. It is known that 96,500 tons of these materials were recycled through residential (single and multifamily) curbside programs. The balance of 613,500 tons were obtained from a mix of non-curbside residential recycling, post-collection recovery, and commercial recycling. The exact amount of recycling by commercial generators is unknown. Examination of recyclables collected by commercial haulers suggests that the principal materials recycled by business generators are paper, yard debris, metals, and wood. One intended outcome of this study is detailed quantification of these factors.

Required Information and Data. Respondents to this RFP will be required to explain in detail their proposed procedures for completing the following elements of the study.

Information on commercial generation will be obtained by means of direct measurement of a sample of firms from the universe enumerated in Table 1.¹ The sample will be stratified by industry type (SIC code). Oversampling of certain industries (e.g., restaurants, grocery stores) is anticipated in order to enhance reliability of statistics for those industries. Other potential and desirable stratifiers include geographic location, firm size, land use, and building type. The degree of stratification is to be proposed by respondents to this RFP, and will be subject to the number of samples that can be obtained for the budget.

This project will obtain *quantitative* disposal and recycling characteristics of commercial waste generators in the Portland metropolitan area, together with other data on each generator such as firm size and type of activity. In addition, *qualitative* information on recycling practices is sought, such as levels of knowledge and methods of arranging for recycling services. Because the data must be obtained from direct measurement of generators, this project will entail a mix of physical measurements in the field (for example, weighing and sorting of waste and recyclables), sample surveys, and in-depth interviews.

Knowledge of the seasonality of waste and recyclables is important for this study. Accordingly, field work will be completed four times (once during each season) for each generator during the course of the year of study.

With the data from this project, Metro intends to develop a case-level data base on commercial disposal and recycling in the Portland area. No such data base currently exists. Subject to confidentiality issues, these data will be used over time for commercial program design, forecasting, and other applications by Metro, local governments, and the private sector. One immediate application will be to establish baselines for commercial benchmarks of *The Regional Solid Waste Management Plan*.

The basic information required from each generator in the sample is outlined in Table 2.

¹ Metro maintains an employment data base that can serve as the sample frame for this study. This data base includes the name, 4-digit SIC code, address, and size class of each business in the Portland area. Metro can make this data base available to the successful proposer on this project. Businesses are classified by nine size categories: 1 to 2 employees per firm, 3 to 4, 5 to 9, 10 to 19, 20 to 49, 50 to 99, 100 to 249, 250 to 499, and over 500.

Table 2
General Data Requirements
1996-1997 Commercial Generator Study

A. Quantitative Elements

- 1) Characteristics of Each Generator**
 - a) Standard industrial classification (SIC) code
 - b) Number of employees; other firm-specific data.
 - c) Physical location (address)
 - d) Firm type (e.g., parent, subsidiary, division)
 - e) Land/building use (e.g., office tower, shopping center, freestand)
- 2) Disposal by Each Generator**
 - a) By material and mode of collection (see Table 3)
 - b) Destination(s) where waste disposed (see Table 3)
 - c) Seasonal waste quantities
 - d) Service level:
 - i) Frequency of pickup
 - ii) Container sizes
 - iii) Cost
- 3) Recycling by Each Generator**
 - a) By material and mode of collection (see Table 3)
 - b) Destination(s) of recyclables (see Table 3)
 - c) Seasonal recycled quantities
 - d) Service level:
 - i) Frequency of pickup
 - ii) Container sizes
 - iii) Cost

B. Qualitative Elements

Obtain characteristics of the generator's recycling system to gain an understanding of the considerations, constraints, and methods by which non-residential generators arrange for recycling services. Information to include at least:

- 1) Level of knowledge about recycling and waste reduction options available to the firm.**
- 2) Barriers and inducements to implementing recycling and waste reduction practices by the firm, including prices and costs.**
- 3) Waste prevention knowledge and policies, including information on purchasing policies (dictated by physical location or parent company).**
- 4) Characterize existing service level: frequency of collection, reliability of service, provision of containers and other recycling aids**
- 5) Decision criteria used for choosing what materials to recycle and how to go about doing it.**
Specific reasons for choosing their current system and individual choice of recycler(s).

The quantitative data required for each generator for each season is displayed in Table 3. This table is a *conceptual* array, although it could be the basis of field forms. The data entered on the form is intended to illustrate concepts only.

The first block in each table shows the basic information on generator characteristics that must be obtained for each season.

The second block organizes data into the required categories:

- *Material Categories:* show the materials of primary interest to Metro. Respondents to this RFP will be required to explain in detail: (1) their proposal for weighing waste and recyclables; (2) their proposal for categorizing the components of mixed waste and recyclables. Examples of commonly-employed methods include: (a) "bag & tag" source separation, (b) post-collection sorting and weighing, (c) visual examination and estimation. The exact number and types of material categories will be negotiated in the scope of work, but respondents should bid on the basis of the categories listed in Table 3.
- *Load:* a separate field is indicated for each group of waste or recyclable material that is commingled for collection. The primary purpose is to track the degree of source separation, wet/dry collection, and full commingling of both waste and recyclable loads. The example data in Table 3 show a business with a wet/dry system waste system, recycling collection provided by both the hauler and a private collector, and some minor hauling by a landscaper. This firm is serviced by three firms that collect and haul by five modes. It is likely that field work will require close cooperation with generators and haulers to obtain these data.

The third block indicates information on each load from Block 2: general description of the type of load, hauler, and where each of the waste and recyclable loads will be delivered. That is, the name of the destination (market, processor, disposal facility, landfill) of each group is identified.

Table 3
<Example> Waste Accounting Sheet <Example>
 (Weight in Pounds)

Generator:	<i>Fast Burger</i>	Date:	<i>May 15, 1996</i>
Address:	<i>123 SW Anyroad</i>	SIC:	<i>58 (fast food restaurant)</i>
City, Zip:	<i>Portland 97222</i>	Employees:	<i>12</i>
<i>Freestanding building, 1200 square feet, part of a fast food chain.</i>			

Material Categories	Load					Total (Generation)
	1	2	3	4	5	
Paper	149.0	94.0	140.0			383.0
Corrugated		61.8	120.0			181.8
Office paper		2.4				2.4
Low Grade		25.4				25.4
Newspaper		4.4	20.0			24.4
Nonrecyclable	101.2					101.2
Other	47.8					47.8
Plastics		63.9				63.9
Bottles		14.7				14.7
Other		49.2				49.2
Metal		15.0		25.0		40.0
Tin Containers		10.8				10.8
Alum. Containers				25.0		25.0
Other		4.2				4.2
Glass Containers		8.1		15.0		23.1
Clear		8.1				8.1
Colored				15.0		15.0
Organics	190.0	4.8		45.0	23.2	263.0
Food	187.9					187.9
Yard Debris					23.2	23.2
Wood		4.8		45.0		49.8
Other	2.1					2.1
Other	175.0					175.0
Total	514.0	185.8	140.0	85.0	23.2	948.0

Load	Description	Hauler	Destination
1	<i>Wet route waste</i>	<i>Waste Hauling Co.</i>	<i>Metro Central Transfer Station</i>
2	<i>Dry route waste</i>	<i>Waste Hauling Co.</i>	<i>Material Recovery Facility Co.</i>
3	<i>Private recycler route</i>	<i>Western Paper Collectors</i>	<i>Just Paper Recyclers</i>
4	<i>Hauler recycling route</i>	<i>Waste Hauling Co.</i>	<i>All Else Recycling & Recovery</i>
5	<i>Landscape service</i>	<i>Trim-Em Landscaper</i>	<i>Yard Debris Processor, Inc.</i>

NOTE: Data in this table are provided to illustrate concepts only.

III. PROPOSED SCHEDULE AND SCOPE OF WORK

Table 4
**Tentative Schedule
Commercial Generator Survey
1996-1997**

<u>Date</u>	<u>Activity</u>
Jan.-Mar. 1996	RFP released; selection and award of contract; Preparation and logistics: sampling plan, measurement plan, pilots.
Apr.-Jun. 1996	Spring season surveys and field work.
Jul.-Sep. 1996	Summer season surveys and field work.
Oct.-Dec. 1996	Fall season surveys and field work.
Jan.-Mar. 1997	Winter season surveys and field work.
Apr.-May 1997	Project completion

Scope of Work. Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

A. Preparation and Logistics

I. Tasks. The consultant will work closely with Metro staff on:

1. Sampling Plan
 - a) Develop survey instruments and administration procedures
 - b) Develop sample frame (Metro can provide assistance)
 - c) Develop list of generators to be surveyed
 - d) Develop selection procedures.
2. Field Work: Weight and Categorization by Material
 - a) Develop procedures
 - b) Make necessary contacts:
 - i) haulers
 - ii) local government representatives
 - iii) building owners/managers
 - iv) generators
 - v) other
3. Complete pilot projects designed to pre-test and refine:
 - a) survey instruments and procedures
 - b) weighing and categorization procedures

II. Deliverables:

1. Final survey instruments*
2. Procedures manuals**
3. Memorandum of results on pilots.

*Must be approved by Metro before beginning pilot surveys.

**Must be approved by Metro before beginning pilot field work.

B. Seasonal Generator Surveys and Sampling

- I. Tasks. For each generator selected according to the sampling plan, the following measurements will be obtained for each season (Spring 1996, Summer 1996, Fall 1996, Winter 1997) according to agreed procedures:

1. Survey/update of generator characteristics.
2. Weight and categorization of discards by material (see Table 3).
3. Weight and categorization of recyclables by material (see Table 3).

II. Deliverables:

1. Weekly progress report enumerating:
 - a. Generators for which weighing and sorting was completed
 - b. Generators for which surveying was completed
 - c. Issues and problems encountered
2. Quarterly report including:
 - a. Description of seasonal activities
 - b. Findings and other issues
 - c. All data collected during the season
 - d. All field and survey forms completed during the season

C. In-Depth Generator Survey

I. Tasks

1. Interview Plan. The consultant will work closely with Metro staff on the following tasks:
 - a) Develop survey instruments and administration procedures
 - b) Pre-test and refine interview instruments and approach
 - c) Develop list of generators to be surveyed.

2. **Field Work:** At least once during the course of this project, administer in-depth surveys to generators selected according to the sample plan.

This task is designed to obtain the qualitative information identified in Table 2.B. The survey should be administered during a period that is "representative" of the generator's disposal and recycling behavior. Respondents to this RFP are free to propose any approach that will best meet the data objectives for this task. In particular, it is acceptable to Metro that these surveys be of "executive interview" form. Metro will also consider without prejudice approaches that propose surveying a sub-sample of generators, provided the results can be shown to be representative of recycling practices in the region. The successful proposer should expect to complete approximately one-quarter of the surveys during each season.

II. Deliverables:

1. Quarterly progress report
 - a. Generators for which surveying was completed
 - b. Preliminary findings-in-progress.
 - c. Issues and problems encountered
2. Final report including:
 - a. Description of surveying activities
 - b. Narrative summary of findings
 - c. Tabulation of results
 - d. All completed survey forms

IV. QUALIFICATIONS/EXPERIENCE

Proposals will be considered only from firm(s) that are qualified to perform this work. Minimal qualifications include: (1) Demonstrated ability to coordinate and manage a large, multifaceted quantitative study or research project. (2) General solid waste experience in planning, management, operations, processing, or collection. Respondents must describe and explain if experience in other field(s) is to be substituted for solid waste experience. (3) Specific solid waste experience with waste characterization studies, and/or other types of quantitative field work; and (4) Experience managing or implementing sample surveys.

V. PROJECT ADMINISTRATION

Respondents must identify the person who is primarily responsible for management of this project, including management of sub-consultants, if any.

Metro's manager for this project is:

Douglas Anderson
Regional Environmental Management
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

(503) 797-1788 (voice)
(503) 797-1795 (FAX)

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Nine (9) copies of the proposal shall be furnished to Metro, addressed to Douglas Anderson, Regional Environmental Management, at the address listed in Section V above.

B. Deadline

Proposals will not be considered if received after 3:00 p.m., January 30, 1996.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Douglas Anderson at (503) 797-1788. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 5:00 p.m., Friday, January 19, 1996.

D. Information Release

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in

response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

E. Minority and Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100 & 200.

Copies of that document are available from the Risk and Contracts Management Division of Administrative Services Department, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1717.

VII. PROPOSAL CONTENTS

The proposal should concisely describe the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and the length of time the proposal is valid (must be a minimum of ninety [90] days).
- B. Understanding of Project: State in one paragraph your understanding of this project. Include a re-statement of your understanding of objectives.
- C. Approach/Project Work Plan: Describe your proposed methodology for obtaining the data outlined in Section II of this RFP, and accomplishing the tasks described in the Scope of Work, Section III. Indicate how the work will be done within the given time frame and budget. Include a proposed work plan and schedule. Explain how you will monitor and implement the need for mid-course corrections. Describe the roles you propose or require for Metro staff and others not on the proposing team.

In addition, the following specific items must be addressed in this section:

- 1. State the number of generators (size of the sample) for which you propose to obtain data during each of the four seasons. This sample will be stratified by industry group such as shown in Table 5 (next page). Samples will be allocated to strata in proportion to employment in each industry group. Table 5 provides a guide to these proportions. Proposals should be based on an approximate oversampling rate of 3x for Eating & Drinking Establishments; and 2x each for Retail Building

Materials, Food/Grocery Stores, and Hotels & Lodging Places. You must include justification for proposals that involve any other type of primary stratification scheme.² Indicate if the proposed sample size and methodology will admit of pre- or post-stratification by location, firm size, building type, or land use.³

Table 5
Employment by Industry

Industry Group (SIC Based)	Approximate % of Employment
Construction*	5.1%
Durable Goods Manufacturing	11.1%
Non-Durable Goods Manufacturing	5.0%
Trucking & Warehousing	2.3%
Other TCU**	3.4%
Durable Goods Wholesaling	4.5%
Non-Durable Goods Wholesaling	3.0%
Retail Building Materials	0.7%
Food Stores	2.6%
Eating & Drinking Establishments	6.5%
General & Other Retail	8.0%
Finance, Insurance, Real Estate	7.7%
Hotels & Lodging Places	1.0%
Health Services	6.8%
Other Services	18.8%
Government	13.5%
TOTAL	100.0%

*Waste and recyclables not related to construction site activities

** Transportation, Communication, Utilities

- Describe how you propose to obtain the weight of waste and recyclables of generators. Describe methodology, equipment, person(s) to be contacted for permissions and coordination, and approach to coordination, management and quality control. If methods vary by type of generator, explain each method and describe the generators to which each applies.
- Describe how you propose to characterize the material composition of waste and recyclables of generators. Describe methodology, equipment, and approach to coordination, management and quality control. If methods vary by type of generator, explain each method and describe the generators to which each applies.

² Such a scheme might be based on land use or building type. The strata might include offices, warehouses, freestanding retail, retail malls, industrial buildings, institutions, restaurants, grocery stores, and so forth.

³ Samples and methods that can be reliably post-stratified on these variables *within the primary strata* are eligible for higher evaluation. See Section IX. Evaluation of Proposals.

4. Describe how you propose to conduct the quarterly surveys of each generator. Describe methodology (for example, telephone, face-to-face, mail back), equipment, and approach to coordination, management and quality control. If methods vary by type of generator, explain each method and describe the generators to which each applies.
5. Describe how you propose to conduct the in-depth surveys of generators. State the number of generators proposed to be surveyed, and describe how they will be selected. Explain your proposed methodology (e.g., telephone, face-to-face; executive interview, focus group), person(s) to be interviewed, and approach to coordination, management, and quality control. If methods vary by type of generator, explain each method and describe the generators to which each applies.
6. Describe how your proposal will resolve the following measurement issues. These descriptions may stand alone, or be incorporated in responses to 1—5 above, as appropriate.
 - (a) *The Many-to-One Problem.* Business generators are often located in multiple user structures such as office buildings or shopping centers where solid waste and/or recycling is centrally managed and collected. Explain how you propose to measure waste generation for individual businesses in this situation.
 - (b) *The Once-Removed Problem.* The generator may have limited or no knowledge or control over waste and/or recycling collection, as when these services are arranged by the building manager or landlord. Explain how you propose to coordinate measurement of individual businesses in this situation.
 - (c) *Methodological Bias.* If your proposed solution involves direct intervention in the generator's waste stream (for example, a "bag & tag" approach), describe how you propose to control for potential changes in behavior due to the generator's knowledge of participation in the study.
 - (d) *Short-Run Variability.* Explain whether your proposed method would be affected by short-run (e.g., weekly) variation in generation or generator characteristics; or if different types of materials are collected at different times and/or at different frequencies. Explain how you propose to identify and control for these effects, if they are an issue.

(e) Events. Explain how you propose to recognize and control for unique disposal events that may be commingled with the generator's normal waste (such as debris from a remodeling project), particularly if the sample is so small that such events would dominate results.

- D. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- E. Experience: List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles. Describe the manner in which your firm has gained the minimal qualifications in Section IV.
- F. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed. Metro has established a budget not to exceed \$121,000 for this project.
- G. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

<u>Points</u>	(Sub-allocation of points in parentheses where appropriate.)	
5	1.	Demonstrated understanding of the project objectives.
30	2.	Ability of the proposed approach to meet the stated objectives:
	a.	Waste and recyclable quantities linked to generator characteristics (10)
	b.	Waste and recyclable material characterization linked to generator characteristics (10)
	c.	Proportion of field work that is directly measured, as opposed to estimated or imputed (10).

- 35 3. Project staff experience.
- a. Demonstrated ability to coordinate and manage a large, multifaceted quantitative study or research project (10).
 - b. General solid waste experience in planning, management, operations, processing, collection, or other specified fields (10)
 - c. Specific solid waste experience with waste characterization studies, and/or other types of quantitative field work (10).
 - d. Survey design and administration:
 - i. Using "objective" approaches; e.g., telephone surveys (2).
 - ii. Using "softer" approaches; e.g., executive interviews, focus groups (1).
 - iii. Demonstrated ability to achieve specified completion rates under the specified sampling plan (2).
- 55 4. Budget/Cost Proposal.
- a. Commitment to budget parameters as laid out in proposal (5).
 - b. Commitment to schedule parameters (5).
 - c. Level of commitment to project by key personnel (5).
 - d. Projected cost/benefit of proposed approach (40). The cost/benefit ratio will be based on the number of samples that are proposed for the budget. For purposes of evaluation, the "number of samples" equals: (number of generators proposed for seasonal measurement) times 4, plus: (number of generators proposed for in-depth interviews). The "in-depth" generators must be drawn from the set of "seasonal" generators.
- * 5. Bonus Points.
- A bonus point equal to one-quarter ($\frac{1}{4}$) of an evaluation point will be added for each additional stratum that can be *reliably achieved within the primary strata*. The additional strata eligible for bonus points are: location (minimally, each of the three counties and City of Portland), firm size, and land use/building type. For example, suppose you propose to stratify by 16 industry groups (see section VII.C.1, page 11–12, and Table 5, page 12, of this RFP). If you propose to provide sufficient samples to estimate reliable statistics for three classes of firm size within each industry group (for a total of $3 \times 16 = 48$ strata, or 32 additional strata), then you are eligible for 8 bonus points ($= \frac{1}{4}$ points per stratum \times 32 additional strata).

125*

TOTAL POINTS

* Excludes possible bonus points. See Section IX.B.5 immediately above.

X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232, and _____, referred to herein as "Contractor," located at _____.

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

1. **Duration.** This personal services agreement shall be effective on the last signature date below and shall remain in effect until and including June 30, 1997, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ Dollars (\$_____).
4. **Insurance.**
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
 - d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

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

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

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

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

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

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

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

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

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

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

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

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

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

METRO

Signature

Print name and title

Date

Signature

Print name and title

Date

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AGENDA ITEM 5.4
Meeting Date: December 21, 1995

**Resolution No. 95-2248, For the Purpose of Declaring Certain Property Surplus
and Authorizing the Execution of a Lease.**

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2248 FOR THE PURPOSE OF DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING THE EXECUTION OF A LEASE

Date: November 30, 1995

Presented by: Terry Petersen

PROPOSED ACTION

Adoption of Resolution No. 95-2248, would authorize Metro to lease 175 sq. feet of office space to Jack Gray Transport, Inc. at Metro's office building located next to the Metro Central Transfer Station.

FACTUAL BACKGROUND AND ANALYSIS

Metro owns an office building on the site of the Metro Central Transfer Station located at 6161 NW 61st Avenue, Portland. The building was constructed in 1990 to provide office space for Metro's site supervisor and other personnel necessary to transfer station operations. The building has approximately 1,178 square feet of space, and is located in an area zoned "heavy industry."

For the past five years, Metro has leased 175 sq. feet of office space, in the office building referenced above, to Jack Gray Transport, Inc. (JGT). JGT leases the office space to facilitate shuttle operations and solid waste transport from the Metro Central Station. The current lease expires January 14, 1996. JGT has requested another five-year lease of the same office space.

It has been determined by Metro's Environmental Services Division that 175 sq. feet of office space in Metro's building is not immediately needed for public use and will not be needed for public use for at least the next five years. It is proposed that Metro lease this office space to JGT.

Metro's Property Services Division has reviewed the existing lease with JGT, has reviewed the market, and has recommended the rate per square foot for office space in the "heavy industry" area where Metro's office building is located. The highlights of the proposed lease are as follows:

- | | |
|----------------------|-----------------------------------|
| * Office size: | 9'2" x 19'1" (175 square feet) |
| * Rate per sq. foot: | \$15.00 |
| * Monthly rent: | \$218.75 |
| * Parking spaces: | Two; \$35 each per month |
| * Term of Lease: | Five years, from January 15, 1996 |

The monthly rent includes reasonably anticipated adjustments over the next five years, and is an average. This method was recommended by the Property Services Division to avoid administrative costs for annual market reviews.

BUDGET IMPACT

Annual revenue from the proposed office lease would be \$3,465 (\$2,625 for rent and \$840 for parking). Metro pays property taxes on the leased office space. The most recent tax bill was \$227.59, and the taxes due were taken into consideration in fixing the rental charge.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2248.

RRB:aeY

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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF DECLARING CERTAIN
PROPERTY SURPLUS AND AUTHORIZING THE
EXECUTION OF A LEASE

) RESOLUTION NO. 95-2248
)
) Introduced by Mike Burton
) Executive Officer

WHEREAS, Metro owns an office building located on the same property as the Metro
Central Transfer Station at 6161 NW 61st Avenue, Portland, Oregon 97232; and

WHEREAS, Pursuant to ORS 271.310 (3) it has been determined that 175 sq. feet of office
space in the office building is not immediately needed for public use and will not be needed for public use for
at least the next five years; and

WHEREAS, Pursuant to ORS 271.360 a lease has been proposed with Jack Gray Transport,
Inc. for 175 sq. feet of office space, attached hereto as Exhibit "A," and incorporated herein; and

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

BE IT RESOLVED,

1. That that portion of the property at 6161 NW 61st Avenue described in the attached
Exhibit "A" is declared to be surplus property that is not immediately needed for public use and will not be
needed for public use for at least the next five years.
2. That the Metro Council authorizes the Executive Officer to execute the attached Contract
with Jack Gray Transport, Inc. for lease of the surplus property.

ADOPTED by the Metro Council this _____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

**EXHIBIT A
OFFICE LEASE**

This Lease is between METRO, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, referred to herein as "OWNER," and Jack Gray Transport, Inc., referred to herein as "LESSEE."

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

1. Premises Leased. LESSEE hereby leases from OWNER a portion of an office building located at 6161 N.W. 61st Avenue, Portland, Oregon. OWNER's building in which the premises are located is a single-story, 1,178 square foot building. The "Premises" leased herein is a 175 square foot office (approximately 9' 2" x 19' 1") in the northwest corner of the above-described building, identified as "Room Number One." LESSEE shall also have use of certain common areas in the building, to the extent such use does not conflict with the use of such areas by the OWNER, or third parties using such common areas with the consent of OWNER. The leased premises and common areas are shown in the diagram attached as Attachment "A" and made part of this Lease by reference.

2. Term of Lease. The term of this Lease commenced on January 15, 1996, and shall end on January 14, 2001, unless terminated sooner or extended in accordance with the provisions of this Lease.

3. Rent. LESSEE shall pay to OWNER as rent, without deduction, set off, notice, or demand, at 600 NE Grand Avenue, Portland, Oregon 97232-2736, or at such Place as the OWNER designate from time to time by notice to LESSEE, the following sums:

(a) During the first through fifth year of the term the sum of \$218.75 per month in advance on the first day of each month of the term. (The rental amount is based upon a rate of \$15.00 per square foot per year on a 175 square foot of leased space. Leased floor space in subparagraph 3-B includes a 10 percent load factor for use of common areas.)

(b) LESSEE shall pay to OWNER upon execution of this Lease all rent that has accrued under this Lease since January 15, 1996, plus the sum of \$218.75 for the last month of the term. If LESSEE fails to pay rent or other charges when due under this Lease, or fails to perform any of its obligations thereunder, OWNER may use or apply all or any portion of the last month rent for the payment of any rent or other amount when due and unpaid, for the payment of any other sum for which OWNER may become obligated by reason of LESSEE's default or breach, or for any loss or damages sustained by OWNER as a result of LESSEE's default or breach. If OWNER so uses any portion of the last month rent, LESSEE shall, within ten (10) days after written demand by OWNER, restore the last month rent to the full amount originally deposited, and LESSEE's failure to do so shall constitute a default under this Lease. OWNER shall not be required to keep the last month rent separate from its general accounts, and shall have no obligation or liability for payment of interest on the last month rent. In the event the OWNER assigns its interests in this Lease, OWNER shall deliver to its assignee so much of the last month rent as is then held by OWNER.

(c) LESSEE shall have the right to lease up to two parking spaces and hereby leases the two spaces as of January 15, 1996, the rate for each space shall be \$35.00 per month for the first year, with all amounts accruing for the use of the spaces since January 15, 1996, due upon execution of this Lease. OWNER may increase the rent per space by written notice, thirty (30) days in advance, but the rate shall not be increased more than ten percent of each year after the first year. Rent for each space leased shall be due and payable on the fifteenth day of the month. LESSEE may terminate lease of either of the parking spaces by giving OWNER written notice thirty (30) days in advance of LESSEE's intent to terminate.

4. Use of Premises. The premises shall be used by LESSEE as office space to facilitate its operations at the Metro Central Transfer Station and for no other purpose. Smoking shall not be allowed in the building, and LESSEE shall take reasonable steps to ensure that its invitees, employees, agents, and others under LESSEE's control do not smoke in the building. Use of the common areas of the building shall be limited to the office staff and shuttle drivers of LESSEE employed on site, and shall not extend to other employees of LESSEE. In all other respects, LESSEE shall ensure that its activities in the premises are in compliance with all applicable laws and regulations.

5. Repairs and Maintenance.

5.1 OWNER shall be responsible for all costs of repair and maintenance of the leased premises, except to the extent that repairs or maintenance are not necessitated by ordinary wear and tear and are necessitated by an act of LESSEE, its employees, invitees, agents, contractors, or other persons operating under LESSEE's control. It shall be LESSEE's responsibility to exercise due diligence in reporting to OWNER conditions, which if not remedied, will exacerbate OWNER's repair or maintenance expenses.

5.2 Any repairs, replacements, alterations, or other work performed on or around the leased premises by OWNER shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by LESSEE. LESSEE shall have no right to an abatement of rent nor any claim against OWNER for any inconvenience or disturbance resulting from OWNER's activities performed in conformance with the requirement of this provision.

5.3 OWNER shall have the right to inspect the premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of OWNER to make repairs shall not mature until a reasonable time after OWNER has received from LESSEE notice in writing of the repairs that are required.

6. Alterations. LESSEE shall make no improvements or alterations on the leased premises of any kind without first obtaining OWNER's written consent. All improvements and alterations performed on the leased premises by either OWNER or LESSEE shall be the property of OWNER when installed unless otherwise specified between the parties in writing.

7. Assignment and Subletting. LESSEE shall not assign this Lease or sublet all or any part of the premises without the prior written consent of OWNER.

8. Insurance.

8.1 LESSEE shall maintain for the term of this Lease insurance coverage for bodily injury and property damage liability for a minimum amount of \$500,000.00. LESSEE shall have OWNER named as an additional insured on any liability insurance coverage LESSEE carries for activities conducted on the premises. LESSEE shall deliver proof of this insurance to OWNER.

8.2 Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in an all risk fire insurance policy and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other. LESSEE shall be responsible for any of the OWNER's deductibles if loss or fire damage results from the LESSEE's actions.

9. Indemnification Throughout the term of this Lease, LESSEE shall indemnify and save harmless OWNER, its officers, elected officials, agents, employees and assigns from and against all claims and actions, and all expenses reasonably and necessarily incurred as a party to an action or claim, whether or not suit is filed, to the extent arising out of or based upon damage or injuries to persons or property caused by any act, omission or fault of LESSEE.

10. Attorney's Fees. In the event of any suit or action by either party to enforce any provision of this Lease, or in any other suit or action arising out of or in connection with this Lease, the prevailing party shall be entitled to recover its cost of suit or action and reasonable attorney fees whether at trial or on appeal.

11. Damage or Destruction.

11.1 If the leased premises are partly damaged and 11.2 below does not apply, the property shall be repaired by OWNER at OWNER's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of OWNER.

11.2 If the leased premises are destroyed or damaged such that the cost of repair exceeds 40 percent of the value of the structure before the damage, either party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following -the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and LESSEE shall be entitled to the reimbursement of any amounts prepaid by LESSEE and attributable to the anticipated term. If neither party elects to terminate, OWNER shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters not under the control of OWNER.

11.3 Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement when the damage occurred as a result of the fault of LESSEE.

12. Liens. Except with respect to activities for which OWNER is responsible, LESSEE shall pay as due all claims for work done on and for services rendered or materials furnished to the leased premises and shall keep the premises free from any liens. If LESSEE fails to pay any such claims or to discharge any lien, OWNER may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of nine percent per annum from the date expended by OWNER and shall be payable on demand. Such action by OWNER shall not constitute a waiver of any right or remedy which OWNER may have on account of LESSEE's default.

13. Default. The following shall be events of default:

(a) Failure of LESSEE to pay any rent or other charge within ten days after it is due.

(b) Failure of LESSEE to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within twenty (20) days after written notice by OWNER specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the twenty (20) day period, this provision shall be complied with if LESSEE begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

(c) Insolvency of LESSEE; an assignment by LESSEE for the benefit of creditors; the filing by LESSEE of a voluntary petition in bankruptcy; an adjudication that LESSEE is bankrupt or the appointment of a receiver of the properties of LESSEE; the filing of any involuntary petition of bankruptcy and failure of LESSEE to secure a dismissal of the petition within thirty (30) days after filing attachment of the levying of execution on the leasehold interest and failure of LESSEE to secure discharge of the attachment or release of the levy of execution within ten (10) days. If the Lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of LESSEE under the Lease.

(d) Sublet or assignment of this lease without OWNER's advance permission.

(e) Failure of LESSEE for thirty (30) days or more to occupy the property for one or more of the purposes permitted under this Lease, unless such failure is excused under other provisions of this Lease, shall be an abandonment of the property and default under this lease.

14. Remedies on Default.

14.1 In the event of a default, the Lease may be terminated at the option of OWNER by notice in writing to LESSEE. If the Lease is not terminated by election of OWNER or otherwise, OWNER shall be entitled to recover damages from LESSEE for the default. If the Lease is terminated, LESSEE's liability to OWNER for damages shall survive such termination, and OWNER may re-enter, take possession of the premises, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages.

14.2 Following re-entry or abandonment, OWNER may re-let the premises and in that connection may make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises, but OWNER shall not be required to re-let for any use or purpose other than that specified in the Lease or which OWNER may reasonably consider injurious to the premise, or to any tenant that OWNER may reasonably consider objectionable OWNER may re-let all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent free occupancy or other rent concession.

14.3 In the event of termination on default, OWNER shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(a) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured.

(b) The reasonable costs of re-entry and reletting including without limitation the costs of any clean up, refurbishing, removal of LESSEE's property and fixtures, and any other expense occasion by LESSEE's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, broker commissions, and advertising costs.

(c) Any excess of the value of the rent and all of LESSEE's other obligations under this Lease over the reasonable expected return of the premises for the period commencing on the earlier of the date of trial or the date the premises or reletting continued through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

14.4 OWNER may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5 The foregoing remedies shall be in addition to and shall not exclude any other remedy available to OWNER under applicable law.

15. Surrender at expiration

15.1 Upon expiration of the lease term or earlier termination on account of default, LESSEE shall deliver all keys to OWNER and surrender the leased premises in good condition and broom clean. Alterations constructed by LESSEE with permission from OWNER shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. LESSEE's obligations under this paragraph shall be subordinate to the provisions of this Lease related to destruction of the premises.

- 15.2 (a) All fixtures placed upon the leased premises during the term, other than LESSEE's trade fixtures, shall, at OWNER's option, become the property of OWNER. If OWNER so elects, LESSEE shall remove any or all fixtures which would otherwise remain the property of OWNER, and shall repair any physical damage resulting from the removal. If LESSEE fails to remove such fixtures, OWNER may do so and charge the costs to LESSEE with interest at the legal rate from the date of expenditure
- (b) Prior to expiration or termination of the lease term, LESSEE shall remove all furnishings, furniture and trade fixtures which remain its property. If LESSEE fails to do so, this shall be an abandonment of the property, and OWNER may retain the property and all rights of LESSEE with respect to it shall cease or, by notice in writing given to LESSEE within twenty (20) days after removal was required, OWNER may elect to hold LESSEE to its obligation of removal. If OWNER elects to require LESSEE to remove, OWNER may effect a removal and place the property in public storage for LESSEE's account. LESSEE shall be liable to OWNER for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by OWNER.
- 15.3 (a) If LESSEE does not vacate the leased premises at the time required, OWNER shall have the option to treat LESSEE as a tenant from month to month, subject to all of the provisions of this Lease except for the provisions for term and renewal, and at a rental rate equal to 150 percent of the rent last paid by LESSEE during the original term. Failure of LESSEE to remove fixtures, furniture, furnishings, or trade fixtures which LESSEE is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed would substantially interfere with occupancy of the premises by another tenant or with occupancy by OWNER for any purpose including preparation for a new tenant.
- (b) If a month to month tenancy results from a holdover by LESSEE under this paragraph 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from OWNER given not less than ten (10) days prior to the termination date which shall be specified in the notice LESSEE waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy

16. Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the parties right to require strict performance of the same provision in the future or of any other provision.

17. Notices. Any notice required or permitted under this Lease shall be given when actually delivered or forty-eight (48) hours after deposited in the United States mail as certified mail addressed to the address listed with each party's name below, or such other address as may be specified from time to time by either of the parties in writing.

18. Succession. Subject to the above-stated limitations on transfer of LESSEE's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

19. Right to Cure Defaults If LESSEE fails to perform any obligation under this Lease, OWNER shall have the option to do so after thirty (30) days written notice to LESSEE and without prior notice in case of an emergency. All of OWNER's expenditures to correct the default shall be reimbursed by LESSEE on demand with interest at the rate of nine percent per annum from the date of expenditure by OWNER.

20. Inspection. OWNER shall the right to enter upon the premises at any time to determine LESSEE's compliance with this Lease, to make necessary repairs to the building or to the premises, or to show the premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this Lease, to place and maintain upon the premises notices for leasing or selling of the premises.

21. Interest on Rent and Other Charges. Any rent or other payment required of LESSEE by this Lease, shall, if not paid within ten (10) days after it is due, bear interest at the maximum legal rate of 18% per annum from the due date until paid (but not in any event at a rate greater than the maximum rate of interest permitted by law).

22. Proration of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, the rent shall be prorated as of the date of commencement or termination and in the event of termination or reasons other than default, all prepaid rent shall be refunded to LESSEE or paid on its account

The parties agree, as specified above, this _____ day of _____, 1996.

JACK GRAY TRANSPORT, INC.

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address (for notice purposes):

Address (for notice purposes)

Metro

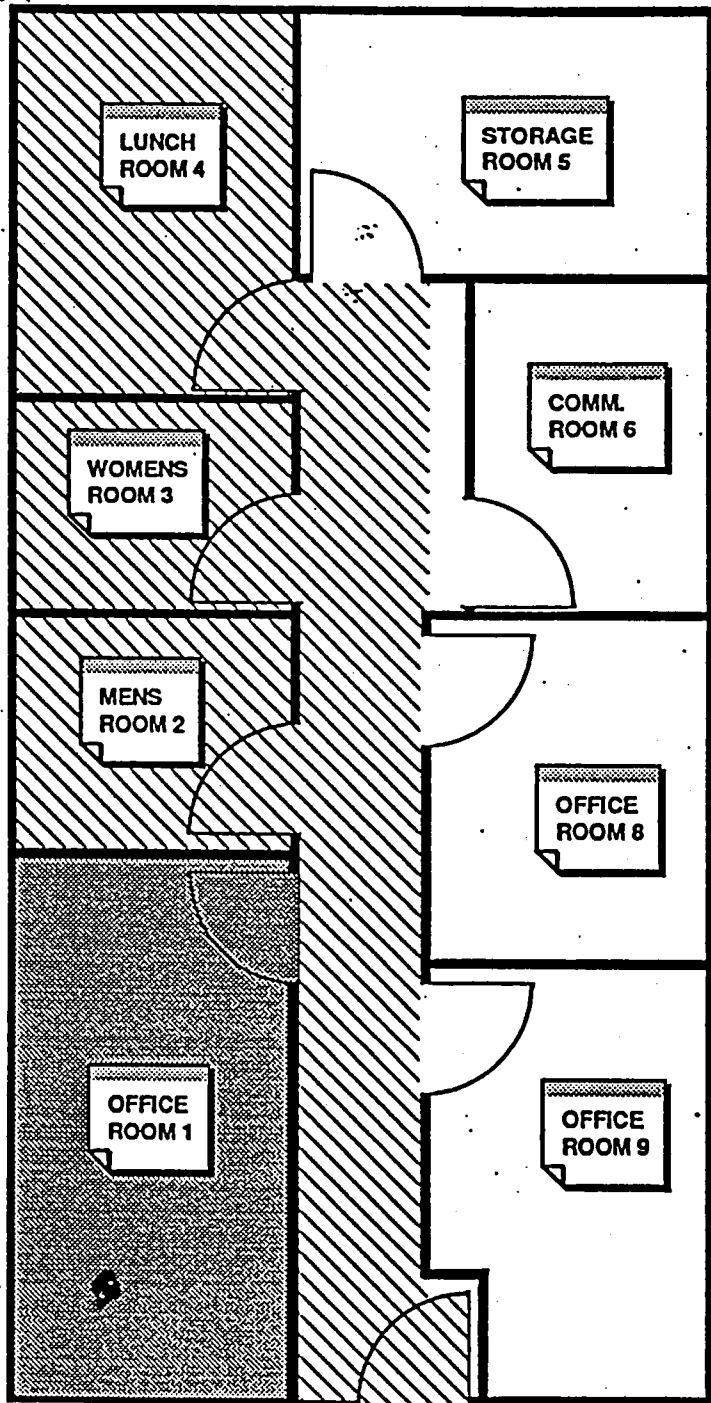
600 NE Grand Avenue

Portland, OR 97232-2736

RRB:aeY

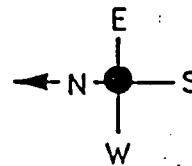
SASHAREBARKCONTRACTVGTLEASE.DOC
Printed: 12/07/95 10:58 AM

ATTACHMENT A



LEASED OFFICE
COMMON AREA

METRO BUILDING



600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1799



75-2248

From:	Date November 30, 1995	Vendor Jack Gray Transport Inc
Department REM	Subject	4600 E 15th Avenue
Division Environmental Services	<input type="checkbox"/> Bid <input checked="" type="checkbox"/> Contract	Gary, Indiana 46403
Name Ray Barker	<input type="checkbox"/> RFP <input type="checkbox"/> Other	Vendor no. 1991
Title Management Assistant		Contract no. 904695
Extension 1694	Purpose	
	Lease office space to Jack Gray Transport Inc at Metro Central office building.	

☐ Procurement ☐ Personal/professional services ☐ Services (L/M) ☐ Construction ☐ IGA

Revenue	Budget code(s)	Price basis	Contract term
<input checked="" type="checkbox"/> Contract	<u>531-310205-347221-75000</u>	<input checked="" type="checkbox"/> Unit prices, NTE \$218.75/month	<input type="checkbox"/> Completion*
<input type="checkbox"/> Grant		<input type="checkbox"/> Per task	<input type="checkbox"/> Annual
<input type="checkbox"/> Other		<input type="checkbox"/> Total/lump sum	<input checked="" type="checkbox"/> Multi-year**
This project is listed in the 199 <u>5</u> -199 <u>6</u> budget.		Payment required	<u>January 15, 1996</u> Beginning date*
<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Type A	<input type="checkbox"/> Lump sum	<u>January 14, 2001</u> Ending date
<input type="checkbox"/> No	<input type="checkbox"/> Type B	<input checked="" type="checkbox"/> Progress payments	

Total commitment	Original amount	\$ 17,325.00
	Previous amendments	\$
	This transaction	\$
	Total	\$ 17,325.00
A. Amount of contract to be spent fiscal year	—	\$ N/A
B. Amount budgeted for contract		\$ N/A
C. Uncommitted/discretionary funds remaining as of		\$ N/A

Risk

see changes
to lease.

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

AGENDA ITEM 5.5
Meeting Date: December 21, 1995

**Resolution No. 95-2244, For the Purpose of Amending Urban Reserve Study
Areas**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING)
URBAN RESERVE STUDY AREAS)

RESOLUTION NO. 95-2244

) Introduced by Councilor McLain
)

WHEREAS, Resolution No. 94-2040C established a 2040 Growth Concept proposal that included initial urban reserve study areas for further analysis; and

WHEREAS, Resolution No. 94-2040C anticipated that adoption of an amended Regional Urban Growth Goals and Objectives (RUGGO) ordinance including the 2040 Growth Concept text and map would be completed at the same time in 1995 that final urban reserves would be designated; and

WHEREAS, Analysis to date indicates a need to revise urban reserve study areas for continued study prior to designation of final urban reserves; and

WHEREAS, Maintaining these study areas on 2040 Growth Concept maps is helpful for illustrative purposes prior to designation of final urban reserves; now, therefore,

BE IT RESOLVED,

1. That the urban reserve study areas indicated in Exhibit "A" attached shall be the subject of Metro's continued study for possible designation as urban reserve areas consistent with the Land Conservation and Development Commission's Urban Reserve Rule.

2. That Metro's continued study of these areas does not preclude presentation of any better case or better data relating to designation of certain of these study areas or other areas as urban reserve areas prior to Metro's designation decision.

ADOPTED by the Metro Council this _____ day of _____ 1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

kaj
1250

Urban Reserve Study Area Criteria

The Growth Management Committee, a subcommittee of the full Metro Council agreed at their November 2, 1995 meeting with the staff recommendation for urban reserve study area criteria (which primarily follows the State Urban Reserve Rule which in turn cites factors 3 through 7 of State Goal 14, Urbanization) as follows:

- a) Factor 3 - "Orderly and economic provision of public facilities and services".. (Proximity to the UGB and Access to Arterials were used to quantify this factor);
- b) Factor 4 - "Maximum efficiency of land uses within and on the fringe of the existing urban area" (Proximity to Urban Centers was used to quantify this factor);
- c) Factor 5 - "Environmental, energy, economic and social consequences" (Terrain, floodplains, wetlands and riparian areas were mapped to quantify this factor);
- d) Factor 6 - "Retention of agricultural land as defined, with Class I beign the highest priority for retention and Class IV the lowest priority; " (Soil classification and exception lands were used for this factor);
- e) Factor 7 - "Compatibility of the proposed urban uses with nearby agricultural activities" (existence of a natural barrier - watercourse, change in terrain, etc. was used to quantify this factor);
- f) from the Metro Regional Urban Growth Goals and Objectives (RUGGO), we included a consideration of separation of community;
- g) from the RUGGO we included a consideration of a balance of jobs and housing.
- h) a policy of no net gain in Urban Reserve Study Areas (if new areas are added, an equal amount is deleted) is recommended. In addition, a no net gain policy in EFU lands is recommended.

AGENDA ITEM 6.1

Meeting Date: December 21, 1995

**Resolution No. 95-2253, For the Purpose of Amending the Contract Between
Metro and JHK and Associates (Contract No 903828) For Consultant Services
Associated With the Completion of the Portland Metropolitan Area Congestion
Management System Study**

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2253 FOR THE PURPOSE OF AMENDING THE CONTRACT BETWEEN METRO AND JHK & ASSOCIATES (CONTRACT NO. 903828) FOR CONSULTANT SERVICES ASSOCIATED WITH THE COMPLETION OF THE PORTLAND METROPOLITAN AREA CONGESTION MANAGEMENT SYSTEM STUDY

Date: December 8, 1995

Presented by: Andrew Cotugno

PROPOSED ACTION

Approval to amend the existing contract (Contract No. 903828) between Metro and JHK & Associates for consultant services associated with the completion of the Portland Metropolitan Area Congestion Management System (CMS) study. This resolution would increase the contract value by \$25,000.

FACTUAL BACKGROUND

Amendment of the existing contract (Contract No. 903828) is necessary due to redefinition of some work tasks, project management changes and project interruptions. In July 1994, Metro executed a contract with JHK & Associates for \$99,890 for consultant services for the CMS study. Through July and August 1995, as work progressed on the Interim CMS document, Metro Regional Transportation Planning staff reached the conclusion that additional consultant resources would be necessary to complete scope of work tasks related to network definition, performance measures, and data collection and monitoring.

As the study progressed, the importance of the CMS regulatory element became more apparent and additional coordination with ODOT and local jurisdictions ensued. At the same time, task coordination benefits were realized on identification of critical areas and single occupancy vehicle project analysis.

In November 1995, as work progressed on the Final CMS document, work scope tasks to identify, evaluate and implement sample strategies were redefined to focus on finalizing the regulatory element and preparing regulatory element examples. Considerable work remains on defining how the CMS performance measures and criteria will be used to select projects and establish priorities. Also, regulatory element examples must be developed to guide CMS implementation.

The original consultant contract budget for CMS was established in conjunction with other management system studies required by the Intermodal System Transportation Efficiency Act (ISTEA) and the state Transportation Planning Rule. There was some anticipation that budget adjustments would be necessary as the various management system studies progressed. As a result, the Public

Transit Management System study would be reduced by \$25,000 and the CMS consultant contract would be increased by \$25,000 to a new total of \$124,900. This represents a shift in existing or available resources and is not a request for new funds. Also, it should be noted that JHK & Associates has performed the requested Scope of Work to Metro's specification within the terms of the contract.

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."

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 thereby authorizes the Executive Officer to execute this contract amendment.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2253.

AMENDMENT NO. 1
CONTRACT NO. 903828

This Agreement hereby amends the above titled contract between Metro, a metropolitan service district, and JHK & Associates, hereinafter referred to as "Contractor."

This amendment is a change order to the original Scope of Work as follows: Item 1. Duration: This contract, entered into July 1, 1994, shall be extended from the expiration date of December 31, 1995 to June 30, 1996. Item 2. Scope of Work: Work tasks and budgets shall be adjusted according to Attachment A1. Item 2. Payment: The contract amount of \$99,890.00 shall be increased by \$25,000 bringing the adjusted total to \$124,890.00.

Except for the above, all other conditions and covenants remain in full force and effect.

In Witness to the above, the following duly authorized representatives of the parties referenced have executed this agreement:

CONTRACTOR: JHK & Associates

METRO

SIGNATURE DATE

SIGNATURE DATE

NAME

NAME

TITLE

TITLE

A-1

PORTLAND METROPOLITAN AREA CMS
PROJECT STATUS REVIEW

TASK	STATUS	ORIGINAL BUDGET	REVISED BUDGET	REASONS/COMMENTS
1. CMS Definitions	Mostly Complete. Need to finalize "Significant SOV Capacity Increase" Product: Appendix to Interim and Final CMS (draft submitted)	\$3,141	\$3,600	Increase needed to cover inefficiencies related to change in project management and project interruptions.
2. Review of Current Policies	Complete. Product: Discussion within Interim CMS	\$6,514	\$7,500	Increase needed to cover inefficiencies related to change in project management and project interruptions.
3. Interim CMS	In Progress. Metro to lead remaining effort with minor Consultant involvement. Product: Draft document submitted.	\$5,515	\$12,000	Consultant scope increased. Also inefficiencies related to change in project management and project interruptions.
4. Relationship to Other Initiatives	"Picture" is clear, need to finalize. Product: Description to be included in Final CMS document.	\$4,596	\$5,400	Increase needed to cover inefficiencies related to change in project management and project interruptions.
5. Network Definition	Nearly Complete. Metro to refine corridors. Products: Technical memo (draft submitted). Section in Final CMS document.	\$5,039	\$10,100	Increase needed to cover inefficiencies related to change in project management and project interruptions (needed to revisit issues and concepts with staff and TAC).
6. Performance Measures	Nearly Complete. Need to address issue of potential future measures. Products: Technical memo (draft submitted). Section in Final CMS document.	\$9,492	\$15,000	Increase needed to cover inefficiencies related to change in project management and project interruptions (needed to revisit issues and concepts with staff and TAC).

7. Data Collection & Monitoring	<p>Considerable work remains. Need to develop plan for data collection and data management. Significant input from subconsultants.</p> <p>Products: Technical memo (draft submitted).</p> <p>Section in Final CMS document.</p>	\$9,023	\$14,800	Scope of task expanded, also inefficiencies related to change in project management and project interruptions.
8. Identify Critical Areas	<p>Task Redefined. Focus on assessment using existing data.</p> <p>Significant portion Completed with Task 9. Metro to lead additional work.</p> <p>Products: Section within Phase I Compliance report (submitted).</p> <p>Appendix in Final CMS.</p>	\$6,870	\$2,400	Task coordination benefits realized. Resources applied to other tasks.
9. Phase I Compliance	<p>Complete.</p> <p>Product: Phase Compliance report (submitted).</p>	\$6,934	\$7,500	Increase needed to cover inefficiencies related to change in project management and project interruptions.
10. Identify & Evaluate Sample Strategies 10. Define Regulatory Element	<p>Task redefined.</p> <p>Partially complete. Work on Sample strategies undertaken with Task 3. Metro to finalize table. Regulatory element definition to be finalized.</p> <p>Products: Strategies Section in Interim CMS document (submitted).</p> <p>Evaluation table (to be completed by Metro).</p> <p>Section in Final CMS document.</p>	\$10,582	\$13,500	Scope of task was redefined as project progressed.
11. SOV Project Analysis	<p>Nearly Complete. Coordinated with Task 3.</p> <p>Product: Section in Final CMS document.</p>	\$6,391	\$3,500	Task coordination benefits realized. Resources applied to other tasks.

12. Implementation of Strategies 12. Prepare Regulatory Element Examples	Task Redefined. Considerable Work Remains. Need to define how CMS and CMS measures are used to select projects and establish priorities. Metro to take lead. Need to develop Regulatory element examples as guides for CMS implementation. Products: Sections in Final CMS document.	\$7,216	\$11,000	Scope of task was redefined as project progressed.
13. Process to Evaluate Impacts	Considerable Work Remains. Need to identify measures useful for evaluating individual measures and strategies. Product: Section in Final CMS document.	\$6,364	\$6,400	
14. Final CMS	Partially Complete: To be finalized when other tasks are completed. Product: Final CMS document.	\$12,213	\$12,200	
TOTAL		\$99,890	\$124,900	

(50053/files/terry/status.tb1)

CHANGE ORDER SUMMARY

CHANGE ORDER NO: 1 INITIATION DATE: 12/11/95
CONTRACT NO: 903828 PROJECT: Congestion Management System
CONTRACTOR: CHK & Associates VENDOR #
PROPOSED BY: A Cotugno / Transportation
PROJECT MANAGER/DEPARTMENT

FINANCIAL IMPACT

BUDGET CODE/TITLE: 140 122100 524190 44290

Original Contract Sum: \$ 99,890

Net Change Orders to Date: \$ 0

Contract Sum Prior to this C/O: \$

This Change Order Request: \$ 25,000

New Contract Sum, Post C/O: \$ 124,890

Fiscal Year 95 - 96
Appropriation \$ 25,000

Contract, Paid to Date: \$ 79,370

Est. Appropriation Remaining: \$ 45,429

EFFECTIVE DATE(S): 7-1-94 - 6-30-96

REVIEW & APPROVAL:

Michael G. Hayes 12-11-95
DIVISION MANAGER DATE

AB 12-11-95
DEPARTMENT DIRECTOR DATE

FISCAL DATE

BUDGET (MULTI-YEAR ONLY) DATE

DIRECTOR GENERAL SERVICES DATE

LEGAL DATE

BEFORE THE CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AMENDING THE)
CONTRACT BETWEEN METRO AND JHK)
& ASSOCIATES (CONTRACT NO. 903828)
FOR CONSULTANT SERVICES ASSOCIATED)
WITH THE COMPLETION OF THE PORT-)
LAND METROPOLITAN AREA CONGESTION)
MANAGEMENT SYSTEM STUDY)

RESOLUTION NO. 95-2253.

Introduced by

Mike Burton
Executive Officer

WHEREAS, Metro executed Contract No. 903828 with JHK & Associates in 1994; and

WHEREAS, Additional consultant services are necessary to complete scope of work tasks; and

WHEREAS, Work scope tasks have been redefined to focus on the Congestion Management System regulatory element; and

WHEREAS, This request represents a shift in existing or available resources and is not a request for new funds; and

WHEREAS, The Regional Transportation Planning Section of the Transportation Department has established that JHK & Associates has performed the work as specified and satisfactorily within the terms of the contract; and

WHEREAS, The Metro Council as Public Contract Review Board may declare that it is in the public's interest for this work on the Congestion Management System Study to move forward in the most expedient manner, acceptS those findings and waives competitive bidding; and

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

BE IT RESOLVED,

That the Metro Contract Review Board hereby exempts Change Order No. 1 to Contract No. 903828 with JHK & Associates from the competitive procurement procedures of Metro Code provision 2.04.053 and authorizes the execution of the change order pursuant to the terms of Metro Code Sections 2.04.054(a)(2) and (3) by increasing the contract value by \$25,000.

ADOPTED by the Metro Council this _____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

WDB:lmk
95-2253.RES
12-8-95

AGENDA ITEM 6.2
Meeting Date: December 21, 1995

**Resolution No. 95-2247, For the Purpose of Authorizing change Order No. 18 to
the Contract for Operating Metro South Station.**

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2247 FOR THE PURPOSE OF AUTHORIZING CHANGE ORDER NO. 18 TO THE CONTRACT FOR THE OPERATION OF METRO SOUTH STATION

Date: November 29, 1995

Presented by: Terry Petersen

PROPOSED ACTION

Adoption of Resolution No. 95-2247, authorizing Change Order No. 18 to the contract between Metro and Waste Management of Oregon for the operation of Metro South Station. Change Order No. 18 provides improvements to the existing load checking program and extends the termination date for Change Orders No. 2, 13, 14, 16, and 17.

FACTUAL BACKGROUND AND ANALYSIS

Metro entered into a contract with Waste Management of Oregon (WMO) for the operation of the Metro South Station for the period of October 1989 through December 31, 1994. On September 22, 1994, the Metro Contract Review Board adopted Resolution No. 94-2003 which extended the termination date of the contract from December 31, 1994 to no later than October 1, 1996.

The termination dates for the following Change Orders (attached) need to be extended to coincide with the termination of the contract for the operation of the Metro South Station: Change Order No. 2 regarding overloads and bonus tons; Change Order No. 13 which reflects language changes regarding unacceptable waste, waste inspections, and coordinating activities of station operator and waste transporter; Change Order No. 14 which provides for loading, hauling and processing of yard debris; Change Order No. 16 regarding asphalt repairs; and Change Order 17 regarding load seals. Only Change Order No. 14 involves any additional costs. The estimated total cost of extending Change Order No. 14 (yard debris) is \$9,000 (\$6,300 in FY 1995-96). This assumes the Metro South Station operating contract will expire October 1, 1996. Change Order No. 18 would extend the termination dates for the above Change Orders to coincide with the termination of the contract for the operation of Metro South Station.

Change Order No. 18 would also amend the Metro South Station Operations Contract to provide improvements to the existing load checking program and the management of unacceptable waste. Recent incidents involving medical waste and other unacceptable waste at the transfer stations indicate the need for improvements to the load checking program. Change Order No. 18 provides that the Contractor, (WMO), shall provide one trained Hazardous Material (Hazmat) Technician during all hours of waste acceptance, seven days per week. Trained Hazmat Technicians shall be available to perform load checks and/or manage other wastes as requested beyond the two load

checks per day stated in the original contract. Hazmat Technicians shall conduct a load check on any incoming vehicle which appears to contain Unacceptable Waste or Suspicious Waste or specific loads as directed by Metro; otherwise, Hazmat Technicians shall conduct load checks on incoming vehicles selected at random.

The estimated total cost of the load check program improvements is \$30,000 (\$21,000 for FY 1995-96). This assumes the Metro South Station operating contract will expire October 1, 1996. Metro would be billed at the rate of \$23.50 per hour for labor and \$5.00 per load for equipment. These rates apply to load checks and the management of unacceptable waste.

BUDGET IMPACT

The total cost of the proposed contract modifications included in Change Order No. 18 is estimated to be \$39,000. The estimated cost for 1995-96 is \$27,300. A total of \$5,236,211 is budgeted for the Metro South Station operations contract in FY 1995-96.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2247.

RB:ay

S:\SHARE\BARK\REPORTS\STAFF\STAF1129.RPT

MODIFICATION TO THE CONTRACT BETWEEN
METRO AND WASTE MANAGEMENT OF OREGON
FOR THE OPERATION OF METRO SOUTH STATION

METRO POC: Sam Chandler, Operations Manager
CONTRACTOR POC: Dan Dudley, Operations Manager
COMPLETION DATE: December 31, 1994

This Agreement is dated as of the last signature date below and is entered into between Metro and Waste Management of Oregon, referred to herein as "Contractor," pursuant to Article 17, Paragraph A, page V-20 of the Metro South Station operations contract dated October, 1989.

1. Section 10.0 C. on page IV-19 is amended to delete certain language from the last sentence of this section. The language to be deleted is struck through:

~~A Metro employee and the Contractor's inspector will both sign the record form to verify that the waste inspected or found was delivered by the named hauler.~~

The last sentence of Section 10.0 C. on page IV-19 is deleted in favor of the following:

The Contractor's inspector will sign the record form to verify that the waste inspected or found was delivered by the named hauler.

2. The first sentence of the first paragraph in Section 10.2 on page IV-20 is amended; the language to be deleted is struck through and the language to be added is underlined:

If any inspection or testing performed or caused to be performed by the Contractor (or any governmental authority or agency having jurisdiction over unacceptable waste) reveals that any waste which is delivered to the Metro South Station is unacceptable waste, the Contractor shall place such Unacceptable Waste in a designated storage area. Metro shall perform the cleanup of such Unacceptable Waste in accordance with all requirements of law. ~~Metro will reimburse the Contractor for one hundred percent (100%) of the cleanup costs (see definitions) which the Contractor reasonably incurs under this section, except as provided in (E) below.~~

ATTACHMENT

CHANGE ORDER NO. 2
TO THE CONTRACT BETWEEN WASTE MANAGEMENT OF OREGON &
THE METROPOLITAN SERVICE DISTRICT FOR
OPERATION OF THE METRO SOUTH STATION

The work described in the Metro South Station Operations Contract is hereby modified to incorporate the changes described below. This Change Order amends the Contract to provide the Contractor reasonable incentive to maximize the transporter's payloads. The cost savings realized by Metro when payloads exceed 28 tons per load shall be shared with the Contractor, as reflected by the prices denoted in this Change Order. This Change Order shall be in effect from April 1, 1990 through December 31, 1994.

1. SPECIFICATION 7.0, page IV-13, ADD to the bottom of the page:

4. Overloads (OL) = Quantity of loads overloaded during the month, with "overloads" defined as those containers which require load redistribution or partial unloading.

5. Compaction maximization bonus = $[(TT - BT) + (\text{Bonus tons from previous month})] \times \$5.93 - (OL \times \$11.28)$

2. SPECIFICATION 7.0, page IV-14, DELETE the first paragraph, top of page, and INSERT the following:

If "bonus tons" is greater than zero, the Contractor receives a per ton bonus equal to \$5.93 per ton for each "bonus ton" for that month, less the overload deduction of \$11.28 per load overloaded, and "bonus tons from the previous month" is equal to zero for the following month. If bonus tons is less than zero, then it is carried forward in equation three as "bonus tons from previous month" to reduce any "bonus tons" accrued during the following month. If the "compaction maximization bonus" is an amount less than zero, no payment for "bonus tons" shall be made to Contractor, and no value (except bonus tons, as outlined above) is carried forward for consideration in any succeeding month.

The \$5.93 bonus ton and \$11.28 overload deduction shall be adjusted annually, consistent with Article 15 D. of the Contract, to reflect changes in the cost of doing business.

3. All other terms and conditions of the original contract and prior amendments remain in full force and effect.

Waste Management of Oregon

By: 

KEITH L. HARRISON General Manager
(print name and title)

Date: April 13, 1990

Metropolitan Service District

By: 

(print name and title)

Date: April 27, 1990

The first sentence of the first paragraph in Section 10.2 on page IV-20 is deleted in favor of the following:

If any inspection or testing performed or caused to be performed by the Contractor (or any governmental authority or agency having jurisdiction over Unacceptable Waste) reveals that any waste which is delivered to the Metro South Station is Unacceptable Waste, the Contractor shall place such Unacceptable Waste in a designated storage area. Metro shall perform the cleanup of such Unacceptable Waste in accordance with all requirements of law.

3. The last sentence of the first paragraph in Section 21.0 on page IV-29 is amended; the list of materials the recycling station will handle is expanded to include used oil filters and used antifreeze.

4. The fifth sentence of the first paragraph in Section 27.1 on page IV-32 is amended; the language to be deleted is struck through and the language to be added is underlined:

The manifest is to be signed by the ~~Contractor~~ Waste Transport Services Contractor.

The fifth sentence of the first paragraph in Section 27.1 on page IV-32 is deleted in favor of the following:

The manifest is to be signed by the Waste Transport Services Contractor.

5. Section 30.1 on page IV-35 and paragraph 2 of Addendum No.2 are both deleted in favor of the following:

On-site fuel storage is available for use by the Contractor and the Waste Transport Services Contractor. Contractor has a 1,000 gallon fuel tank available at Metro South Station.

6. The first sentence of the first paragraph in Section 37.0 on page IV-42 is amended; the language to be added is underlined:

The Metro South Contractor will be responsible for coordinating its activities with the waste transporter; Metro will indicate the time at which the Waste Transport Services Contractor's daily operations will begin.

The first sentence of the first paragraph in Section 37.0 on page IV-42 is deleted in favor of the following:

The Metro South Contractor will be responsible for coordinating its activities with the waste transporter; Metro will indicate the time at which the Waste Transport Services Contractor's daily operations will begin.

7. All other terms and conditions of the original agreement and previous change orders remain in full force and effect.

WASTE MANAGEMENT OF OREGON

METRO

By: Garry L. Penning
Garry L. Penning
Division President
Print name and title

Date of signature: 8/10/93

By: Bob Martin
Bob Martin
Director Solid Waste Dept.
Print name and title

Date of signature: 8/5/93

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MODIFICATION TO THE CONTRACT BETWEEN
METRO AND WASTE MANAGEMENT OF OREGON FOR
THE OPERATION OF METRO SOUTH STATION

PROJECT: Operation of Metro South Station
METRO POC: Sam Chandler, Facilities Manager
CONTRACTOR POC: Dan Dudley, Operations Manager
COMPLETION DATE: December 31, 1994

This Agreement is entered into between Metro and Waste Management of Oregon, hereinafter referred to as "Contractor", pursuant to Article 17, Paragraph A, page V-20 of the Metro South Station operations Contract dated October, 1989.

1. Contractor agrees to perform the following additional work and/or provide the following items: See Attachment "A", Scope of Work.
2. Metro agrees to pay the contractor \$55.00 per hour for approximately 150 hours of loading source-separated yard debris into 40-yard drop boxes at Metro South Station.
3. Metro agrees to pay the Contractor \$61.00 per ton for hauling and processing approximately 300 tons of source-separated yard debris from the Metro South Station.
4. The maximum term established by this Change Order is February 1, 1994 through December 31, 1994. However, it may be terminated at any time prior to said deadline upon ten (10) days written notice to Contractor.
5. All other terms and conditions of the original Agreement and previous Change Orders remain in full force and effect.

WASTE MANAGEMENT OF OREGON

By: Garry L. Penning

Garry L. Penning
Division President
Print Name, Title

METRO

By: Douglas E. Butler

Douglas E. Butler Director, Regional Facilities Dept
Print Name, Title

ATTACHMENT A

9. Loaded drop boxes shall be covered by a tarp during transport of material from transfer station to processing facility.
10. Once the material has been removed from the transfer station, none of the material covered under this Agreement shall be landfilled or burned in a solid waste mass incinerator. Except for these restrictions, Contractor may handle the final processed product in any lawful manner that Contractor deems appropriate.
11. Contractor shall be solely responsible for processing the material into final usable products.
12. No material shall be stockpiled by Contractor in an unprocessed form for longer than twelve (12) months.
13. Any contaminates contained in the material may be disposed at Metro disposal facilities at Contractor's expense.

RB/CLK
contract901106.c11

Change Order Number 16
Metro Contract 901106

**MODIFICATION TO THE CONTRACT BETWEEN
METRO AND WASTE MANAGEMENT OF OREGON
FOR THE OPERATION OF METRO SOUTH STATION**

METRO POC: Sam Chandler, Operations Manager

CONTRACTOR POC: Dan Dudley, Operations Manger

COMPLETION DATE: December 31, 1994

This Agreement is dated as of the last signature date below and is entered into between Metro and Waste Management of Oregon, referred to herein as "Contractor," pursuant to Article 17, page V-20 of the Metro South Station operations contract dated October, 1989.

1. Specification 32.11 requires Contractor to maintain in good repair the asphalt at the facility. Certain repairs to the asphalt were required in April, 1994.
2. Metro and Contractor have agreed that operations at the facility are best served if the asphalt is repaired in a more comprehensive and long lasting fashion than is required of Contractor under Specification 32.11. Contractor performed these more comprehensive repairs and Metro will compensate Contractor for the value of the useful life of the repairs remaining (if any), after the termination of the Contract, as more fully set forth below.
3. Metro and Contractor agree that the asphalt repairs have a useful life of 5 years beginning in April, 1994, and that these repairs have a value of \$28,756.00. If the operations contract, or any successor contract with Contractor, ends for any reason before the end of the useful life of the asphalt repairs in March, 1999, then upon receipt of Contractor's invoice

Metro will pay Contractor a percentage of the value which is equivalent to the percentage of the useful life remaining after the contract termination date.

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

WASTE MANAGEMENT OF OREGON

Garry L. Penning
Signature

Garry L. Penning, Division President
Print Name and Title

8/17/94
Date

METRO

Richard D. Engstrom
Signature

RICHARD D. ENGSTROM, DEPUTY EXECUTIVE OFFICER
Print Name and Title

8.22.94
Date

lew1wmolmod.16

MODIFICATION TO THE CONTRACT BETWEEN
METRO AND WASTE MANAGEMENT OF OREGON
FOR THE OPERATION OF METRO SOUTH STATION

METRO POC: Sam Chandler, Operations Manager

CONTRACTOR POC: Dan Dudley, Operations Manger

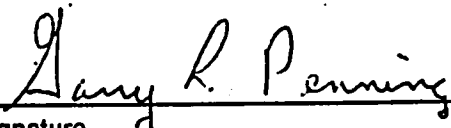
COMPLETION DATE: December 31, 1994

This Agreement is dated as of the last signature date below and is entered into between Metro and Waste Management of Oregon, referred to herein as "Contractor," pursuant to Article 17, page V-20 of the Metro South Station operations contract dated October, 1989.

1. Specifications 7.0 (p. IV-14, ¶ 4) and 27.1 (p. IV-32) require that the seal on each load of waste be verified as intact and then broken by the "disposal site operator." The "disposal site operator" is Oregon Waste Systems, Inc. (OWS).
2. Metro and Contractor agree that load seals will be handled in accordance with the "JGT Entrance Policy" prepared by OWS and attached as Exhibit A to this Change Order 17.

Except as modified herein, all terms and conditions of the original agreement and previous change orders remain in full force and effect.

WASTE MANAGEMENT OF OREGON



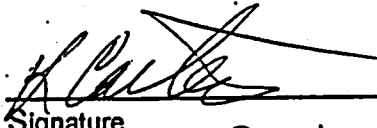
Signature
Larry R. Penning
Division President

Print Name and Title
9/22/94

Date

s:\share\lew\wmo\mod.17

METRO



Signature
Roseve H. Carter
Acting Solid Waste Director

Print Name and Title
9/16/94

Date

Exhibit A to Change Order 17

JGT ENTRANCE POLICY

1. Drivers will radio in to scale house on CB channel 10 the following information:

- Truck Number
- Container Number
- Metro Ticket Number

Only after radio confirmation from the office will driver proceed up the hill.

OWS gate clerk will fill out scale ticket with the information supplied by the JGT driver and date/time stamp.

2. In the JGT yard, driver will fill in the four areas on the Metro ticket that OWS had previously completed (see starred areas on attached example). The ticket will then be placed with the container for tipping.

3. JGT will remove seal at tipper and will keep seals sorted by day with a copy of the tip log. Should any discrepancy occur regarding a seal number, OWS will need to verify the actual seal. Seals may be discarded after each month's close or after verifying with OWS that they may be discarded. JGT will not tip anything without a seal. OWS must be notified immediately if any container is brought to the site without a seal or if any ticket contains conflicts.

4. On a daily basis (during the swing or graveyard shift), the yellow copies of Metro tickets that were tipped that day are to be turned in to the OWS office.

5. At night, JGT drivers must realize that our gate clerk may not hear radio (on break, in bathroom, etc.) and must receive radio verification from gate house prior to proceeding up the hill.

6. Should the situation ever arise where JGT driver is unable to get radio confirmation from the OWS scale house, the driver will stop at the scale house for ticket preparation.

7. If OWS determines that a load contains potentially unacceptable waste, JGT must immediately provide the OWS lower office with the Metro ticket set for that load.

Exhibit A to Change Order 17

01-17-94 17:09 503 454 2133

OR WASTE SYST

0003



METRO

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



Solid Waste Transport Invoice

Note: If waste is unacceptable,
note such on back of invoice.
Sign, list date and time, notify
Metro immediately.

Transaction number	Time		Date			Truck number	Trailer number	Computer operator	Seal number	Special waste?	Permit number
	Hours	Min.	Month	Day	Year						
201	10	34	01	14	94	24	109	ABP	50663		

Gross Wt. lb

91600

S 1

Tare Wt. lb

32360

M 0

Net weight tons

Net WL/lb

59240

29.62

05.03

Remarks:

G: 49300 T: 42300

Axles: 1(049300) 2(009100) 3(033200)

At transfer station:

Verify: ☒ Load weight ☒ Transfer site MAIN 2

☒ Seal intact

☒ Seal number

Signature—transfer station contractor

Signature—waste transport contractor

At a landfill:

Verify: ☒ Seal intact Landfill name on

☒ Seal number

Signature—transport unloader/driver

Signature—landfill contractor

Time unloaded

JAN 14 PM 2:3

Time signed

00129

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 95-2247
CHANGE ORDER NO. 18 TO THE)	
CONTRACT FOR OPERATING METRO	)	Introduced by Mike Burton,
SOUTH STATION	)	Executive Officer

WHEREAS, Metro entered into a contract with Waste Management of Oregon for the operation of the Metro South Station for the period of October 1989 through December 31, 1994; and

WHEREAS, The Metro Contract Review Board adopted Resolution No. 94-2003 which extended the termination date of the contract for operating the Metro South Station from December 31, 1994, to no later than October 1, 1996; and

WHEREAS, The termination dates of Change Orders No. 2, 13, 14, 16, and 17 must be extended to coincide with the termination of the Metro South Station operating contract; and

WHEREAS, In the interest of public health and safety, the contract for operating the Metro South Station must be amended to provide for improvements to the existing load checking program and the management of unacceptable waste; and

WHEREAS, Change Order No. 18, attached as Exhibit "A," provides the necessary modifications to the contract for the operation of Metro South Station; and

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

BE IT RESOLVED,

1. That the Metro Council approves Change Order No. 18 to the contract between Waste Management of Oregon for the Operation of Metro South Station attached as Exhibit "A."

2. That the Metro Council authorizes the Executive Officer to execute Change Order No. 18 to the contract between Waste Management of Oregon for the Operation of Metro South Station.

ADOPTED by the Metro Council this _____ day of _____, 1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

CHANGE ORDER SUMMARY

15-2247

CONTRACTOR: Waste Management of Oregon

PROJECT: Metro South Station Operations

PURPOSE: Extension of Services; Additional Services

CONTRACT NO.: 901106 **BUDGET NO.** 531-310294-526610-75000

DEPARTMENT: Solid Waste **ACCOUNT NAME** Operating

THIS REQUEST IS FOR APPROVAL OF CHANGE NUMBER: 18

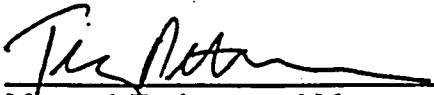

- | | |
|--|----------------|
| 1. The original contract sum was | \$7,325,414.00 |
| 2. Net change by previously authorized change order | \$469,428.96 |
| 3. The contract sum prior to this request was | \$7,794,842.96 |
| 4. Total amount of this change order request | \$39,000.00 |
| 5. The new contract sum, including this change order | \$7,833,842.96 |
| 6. The contract sum paid in FY 91-92 | \$1,426,036.87 |
| The contract sum paid in FY 92-93 | \$1,599,414.19 |
| The contract sum paid in FY 93-94 | \$1,608,741.74 |
| The contract sum paid in FY 94-95 | \$1,683,830.56 |
| The contract sum paid in FY 95-96 | \$420,289.13 |
| 7. Fiscal Year appropriation for FY 95-96 | \$5,236,211.00 |

Line item name: Disposal Operations

Estimated appropriation remaining as of 11/10/95 \$3,992,338.93

8. Start Date: 12/1/95 Expire Date: 10/1/96

REVIEW AND APPROVAL:

	11/28/95		12/01/95
Manager, Environmental Mgmt.	Date	Fiscal Review	Date

	12/4/95		
Director, Environmental Mgmt.	Date	Budget Review	Date

Director, Administrative Services	Date	Legal Review	Date
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VENDOR #1582

901106.018

**MODIFICATION TO THE CONTRACT BETWEEN
METRO AND WASTE MANAGEMENT OF OREGON
FOR THE OPERATION OF METRO SOUTH STATION**

METRO POC: Terry Petersen, Environmental Services Manager

CONTRACTOR POC: Dan Dudley, Operations Manager

This Agreement is dated as of the last signature date below and is entered into between Metro and Waste Management of Oregon, referred to herein as "Contractor," pursuant to Article 17, page V-20 of the Metro South Station operations contract dated October, 1989.

1. Change Orders Extended. Metro has extended the termination date of this contract from December 31, 1994 until the earlier of October 1, 1996, or the date Metro awards a new Metro South Station Operations Contract subsequent to a competitive bidding process; the competitive bidding process shall not occur before July 1, 1995. Certain Change Orders may have terminated because they anticipated a contract termination date of December 31, 1994. The following change orders are extended from December 31, 1994 until the termination of the contract: Change Order 2 regarding overloads and bonus tons; Change Order 13 which reflected several operational changes; Change Order 14 regarding yard debris; Change Order 16 regarding asphalt repairs; and Change Order 17 regarding load seals.
2. Yard Debris Handling. Change Order 14, under which Contractor provides for the loading, hauling and processing of yard debris, shall be amended as follows: (1) the tonnage estimate in paragraph 1 of the scope of work is deleted; (2) all invoices must include Metro weight tickets for each load reflected in the invoice; and (3) all invoices must include total yard debris tonnage for the month.
3. Load Checking Program and Management of Unacceptable Waste. Metro and Contractor are beginning the Load Checking Program and management of unacceptable waste described in Exhibit A, which is incorporated herein by this reference. Metro and Contractor shall provide the services described in Exhibit A, and Metro shall compensate Contractor as provided in Exhibit A.

Except as modified herein, all terms and conditions of the original agreement and previous change orders remain in full force and effect.

WASTE MANAGEMENT OF OREGON

METRO

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

Exhibit A to Change Order 18

Transfer Station Load Checking Program And Management of Unacceptable Waste

I. SERVICES PROVIDED BY CONTRACTOR.

A. Contractor shall provide one trained hazardous material employee ("hazmat technician") during all hours of waste acceptance, seven days per week. The primary job responsibility of hazmat technicians shall be to perform the duties described in this program. Trained hazmat technicians shall be available to perform load checks and/or manage unacceptable wastes as requested beyond the two load checks per day stated in the original contract. Hazmat technicians shall be trained in methods of: detecting Suspicious and Unacceptable Waste, and documenting the generators of such waste.

B. Contractor shall provide to all hazmat technicians the equivalent of Occupational Safety and Health Administration (OSHA) 40-hour hazardous waste and emergency response training. Contractor shall submit documentation certifying that all hazmat technicians have met any and all training and/or medical monitoring required by Metro, OSHA, or other regulatory agencies for Emergency Response, Hazard Communication, or Blood-borne Pathogens. Contractor shall follow Metro's written Emergency Action Plan for Metro South Station ("MSS").

C. Hazmat technicians shall conduct a load check on any incoming vehicle which appears to contain Unacceptable Waste or Suspicious Waste or specific loads as directed by Metro; otherwise, hazmat technicians shall conduct load checks on incoming vehicles selected at random. If a vehicle driver fails to cooperate with load inspectors, Contractor will immediately notify Metro.

D. Metro will prepare a Procedures Manual that will specify standards and operating procedures in detail for conducting load checks and managing unacceptable waste. Contractor shall follow all procedures contained in the Procedures Manual.

E. Contractor shall be responsible for providing all personal protective equipment, respirators, uniforms, gloves, aprons, sorting tools, and any other equipment necessary or required by Metro, OSHA, or other regulatory agencies. Such equipment and tools shall be subject to Metro review and approval.

F. Contractor shall maintain and submit to Metro a daily log that includes time sheets for all work conducted under this Change Order. The daily logs shall include the date and time the hazmat technician began and completed each load check, a description of any Unacceptable Waste or Suspicious Waste as defined in the original contract (including estimated quantities), name of hauler company and driver, and name and address of generator.

G. Contractor's employee shall wear personal protective equipment throughout the work day.

H. Trained Contractor employees may participate in Emergency Response Team clean-up actions as directed by the Metro Incident Commander.

I. Contractor will continue all work as specified in the original Contract and Change Orders, and maintain current levels of staff and work.

II. SERVICES PROVIDED BY METRO.

A. Metro shall provide Contractor's hazmat technicians with 40 hours of initial health and safety and site-specific training during one or two training sessions at no cost to the Contractor.

B. Metro shall provide space for collection of hazardous materials and shall purchase any permanent containers necessary.

C. The Metro supervisor or Incident Commander in charge shall resolve any disputes regarding Emergency Response and Emergency Clean-up.

D. Metro will provide spill remediation kits out at the beginning of this Change Order. Contractor will be responsible for replenishing supplies.

III. PAYMENT PROVISIONS FOR THE LOAD CHECKING PROGRAM AND THE MANAGEMENT OF UNACCEPTABLE WASTE

A. Metro shall be billed for time actually worked at the rate of \$23.50 per hour for labor and \$5.00 per load for equipment. These rates apply to load checks and to handling of unacceptable waste. All Contractor invoices relating to the load checking program and the management of unacceptable waste must be accompanied by daily logs covering all services reflected in the invoice.

B. Metro will not pay costs for any time periods during which loads are not being checked or unacceptable waste is not being handled.

RB:gbc

s:\share\back\contract\901106.c18

M E M O R A N D U M

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



METRO

December 22, 1995

TO: Lindsay Ray
Council Assistant for
Metro Councilor Patricia McCaig
District Seven

FM: Susan McLain
Metro Councilor
District Four



*Just want to make sure
she has everything!*

RE: **PRINTED MATERIALS FROM THE COUNCIL MEETING OF DECEMBER 21, 1995**

You were the Council Assistant responsible for staff coverage of and recording of the Council Meeting of December 21, 1995. You also have been assigned the responsibility for assisting Metro Councilor Patricia McCaig. For these reasons I am asking that you assemble copies of all the documents distributed at the Council Meeting of December 21, 1995, today, December 22, 1995. Please leave all documents on Councilor McCaig's chair so she will be aware of the input received at the Council Meeting of December 21, 1995.

I have also left this message on your voice mail.

Thank you.

Susan McLain

c: Councilor Patricia McCaig

METRO COUNCIL RESOLUTION NO. 95-2243

Exhibits

1. Tier I Technical Summary Report - South/North Steering Group, September 14, 1994
2. Assessment of Alternative Alignments for Light Rail Transit in Downtown Portland, Bureau of Planning, Portland, Oregon, May 8, 1979
3. South-North Downtown Alignment Assessment, Background Report, May 1993, prepared by City of Portland Office of Transportation
4. Portland CBD Pre-AA Study, First Screening on Candidate Alignments Technical Memorandum, March 9, 1993
5. The South/North Transit Corridor Study, Portland Central Business District Report, Final Draft, June 14, 1994
6. Scoping Process Narrowing Report, December 17, 1993
7. South/North Scoping Comments Report, December 1993
8. Downtown Light Rail Alignment Study, Background Report for Downtown Rail Alignment Committee, December 1989, prepared by City of Portland Office of Transportation
- ✓ 9. Downtown Portland Tier I Final Report, South/North Steering Report, December 1, 1995
10. Design Option Narrowing Final Recommendation Report, South/North Project Management Group, October 19, 1995
- ✓ 11. Major Investment Study Final Report, November 28, 1995
- ✓ 12. Design Option Narrowing Final Report, South/North Steering Group, November 20, 1995
- ✓ 13. Testimony of Dan L. McFarling, 20585 S.W. Cheshire Court, Aloha, Oregon 97007
- ✓ 14. Testimony of Citizens for Better Transit, 6110 S.E. Ankeny Street, Portland, Oregon 97215-1245 (R.J. Polani, Chair)

REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2247, FOR THE PURPOSE OF
AUTHORIZING CHANGE ORDER NO. 18 TO THE CONTRACT FOR OPERATING METRO
SOUTH TRANSFER STATION

Date: December 20, 1995

Presented by: Councilor McLain

Committee Recommendation: At the December 20 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 95-2247. Voting in favor: Councilors Kvistad, McFarland and McLain.

Committee Issues/Discussion: Ray Barker, Regional Environmental Management Operations Staff, presented the staff report and explained the purpose of the proposed resolution. Barker noted that the proposed change order would modify the existing load checking procedures to improve the ability to identify and handle unacceptable wastes. The contractor (Waste Management of Oregon) will be required to have a hazardous material technician available during all hours of operation, seven days a week. The technician would inspect all loads suspected of containing unacceptable wastes. The staff report noted that the cost of this change would be \$30,000 for the remainder of the contract (October 1, 1996). But, Barker noted that because the implementation of the program has been delayed for one month, the estimated cost is now \$27,000.

In 1994, the Council extended the expiration date of the contract from December 31, 1995 to no later than October 1, 1996. Several of the existing change orders to the contract did not have their expiration dates modified to reflect this extension. These orders (#'s 2, 13, 14, 16 and 17) are scheduled to expire on December 31. The resolution would extend this termination date to correspondence with the expiration of the overall contract. Change Order #14, authorizing the contractor to accept and dispose of yard debris will cost an additional \$9,000 over the life of the contract.

Barker also noted that the reference in the staff report to \$5,236,211 for disposal costs at Metro South Station is actually the budgeted amount for both transfer stations. The amount for Metro South is \$1,691,285.

REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2248, FOR THE PURPOSE OF DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING THE EXECUTION OF A LEASE.

Date: December 21, 1995

Presented by: Councilor Kvistad

Committee Recommendation: At the December 19 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 95-2248. Voting in favor: Councilors Kvistad, McFarland and McLain.

Committee Issues/Discussion: Ray Barker, Regional Environmental Management Operations Staff, presented the staff report and explained the purpose of the resolution. Barker noted that for the past five years, Metro has leased surplus office space at the Metro Central Station to Jack Gray Transport (JGT). The space is used by JGT to manage their shuttle and transport operations at the station. The current lease will expire on December 31, 1995. The proposed resolution would authorize Metro to enter into a new five-year lease for this office space and two parking spaces at the station. The lease rate will be \$15/sq. ft., an increase from the current rate of \$14/sq. ft. The new rate is based on a market survey of rates in the nearby industrial area.

Councilor McLain asked if the lease would be affected by the upcoming rebidding of the operating contract at the station. Barker responded that JGT would remain as the contractor for waste transportation and would require space to manage its operations.

TRANSPORTATION PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2251A, FOR THE PURPOSE OF RECOMMENDING CREATION OF THE SOUTH/NORTH LIGHT RAIL PUBLIC-PRIVATE TASK FORCE

Date: December 20, 1995

Presented by: Councilor Washington

Committee Recommendation: At the December 19 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 95-2251A. Voting in favor: Councilors Kvistad, Monroe and Washington.

Committee Issues/Discussion: Andy Cotugno, Transportation Planning Director, presented that staff report and reviewed the purpose of the resolution. He noted that legislation authorizing the state's contribution to the South/North Light Rail Project included a requirement that a task force be established to identify types of public-private funding partnerships that could be utilized to reduce the state share by up to \$75 million. The proposed task force would report its findings to Tri-Met, JPACT and the Metro Council. Final recommendations concerning such partnerships are to be presented by Tri-Met to the 1997 Legislative Assembly. The proposed resolution would indicate Metro's support for the creation of the task force.

The staff report indicates that the task force would include 7-9 persons with backgrounds in innovative project financing, real estate and development and public-private partnerships. The Tri-Met General Manager and the Metro Executive Officer would serve as ex-officio members of the task force.

Councilor Washington asked if the task force would include members of the general public. Cotugno responded that the task force was intended to be a technical group relying on the expertise of its members in the specialized areas of finance and public-private partnerships. Washington expressed concern that the general citizenry would be asked to finance the cost of the project and therefore should be represented on the task force.

Councilor Washington moved that the resolution be amended to provide for one or more lay citizens on the task force. The motion was unanimously approved by the committee.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RECOMMENDING	)	RESOLUTION NO. 95-2251A
CREATION OF THE SOUTH/NORTH)	
LIGHT RAIL PUBLIC-PRIVATE TASK	)	Introduced by
FORCE	)	Councilor Rod Monroe, Chair
		JPACT

WHEREAS, The Oregon Legislature in 1995 adopted Senate Bill 1156 to provide state funding for the construction of the South/North Light Rail Project; and

WHEREAS, The Oregon Legislature, through the passage of SB 1156, directed Tri-Met to establish a Public-Private Task Force to identify up to \$75 million of new financing sources which could be authorized by the Legislature to reduce the state's share of the South/North project financing; and

WHEREAS, Senate Bill 1156 requires that the Public-Private Task Force identify and evaluate alternative funding sources, consider innovative funding mechanisms to capture the value created by transportation projects; and

WHEREAS, Tri-Met, in cooperation with Metro and the Joint Policy Advisory Committee on Transportation, is required to make recommendations on new financing sources to the 1997 session of the Oregon Legislature; and

WHEREAS, The reduction of the state's share of the South/North project financing costs is contingent on the enactment of financing authorities by the 1997 Legislature based on recommendations from the region; and

WHEREAS, Tri-Met proposes to create a Task Force of 7-9 citizens, supported by Tri-Met General Manager and Metro Executive serving as ex-officio members; and

WHEREAS, Tri-Met will provide support and technical assistance to the Task Force; and

WHEREAS, Tri-Met will establish an interagency working group to ensure coordination between the Task Force and other related efforts, including the Governor's work on developing a new framework for transportation finance, regional funding initiatives, pursuit of public funding for the South/North project, and Metro's congestion pricing study; and

WHEREAS, The Task Force will issue its report to Tri-Met by July 15, 1996 and Tri-Met will forward the report to the JPACT Finance Committee for review and recommendations to JPACT and the Task Force will participate with Tri-Met in presentation of the report to the Legislature; now, therefore,

BE IT RESOLVED,

1. That the Metro Council recommends that Tri-Met create a citizen task force on public-private finance mechanisms which includes the Metro Executive Officer as an ex-officio member for the South/North Light Rail Project to meet the requirements of SB 1156. The Council recommends that the Task Force include one or more lay citizens.

2. That the finance alternatives recommended by this committee be reviewed by the Joint Policy Advisory Committee on

Transportation and the Metro Council prior to a recommendation to the 1997 Legislature.

ADOPTED by the Metro Council this _____ day of _____
1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

95-2251A.RES
ACC:BB:lmk/12-21-95

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2251A FOR THE PURPOSE OF RECOMMENDING CREATION OF THE SOUTH/NORTH LIGHT RAIL PUBLIC- PRIVATE TASK FORCE

Date: December 4, 1995

Presented by: Andrew Cotugno

PROPOSED ACTION

This resolution would recommend the creation of a Public-Private Task Force to consider new financing sources for the construction of South/North Light Rail as called for in SB 1156, the South/North Light Rail funding legislation.

FACTUAL BACKGROUND AND ANALYSIS

The Oregon Legislature passed Senate Bill 1156 in 1995 which requires Tri-Met to identify new financing sources which could be utilized to reduce the state's share of South/North Light Rail construction costs by up to \$75 million. To accomplish this, Tri-Met will establish a Public-Private Task Force to make recommendations on new financing sources. The recommendations will be forwarded by Tri-Met to the 1997 Legislature in cooperation with Metro and the Joint Policy Advisory Committee on Transportation. Reduction of the state's share of South/North costs is contingent upon the granting of new authorities by the 1997 Legislature.

In addition to the statutory requirement contained in Senate Bill 1156, Tri-Met has a goal of using any new funding sources to reduce the burden on local taxpayers who have approved \$475 million in General Obligation bond authority for the project.

Tri-Met proposes to create a Task Force of 7-9 citizens, supported by ex-officio membership of Tri-Met and Metro. The Task Force report will be submitted to JPACT, which will conduct public review and submits its recommendations to Tri-Met and the Metro Council. This arrangement is intended to 1) stimulate development of innovative ideas from the private sector; 2) allow the Task Force to work rapidly; and 3) allow public review through the established JPACT process. The ex-officio public members of the Task Force will serve as support and resources rather than as participants.

Tri-Met Objectives

1. Identify alternative funding sources and methods for the South/North Light Rail Project which can be used to:
 - a) Meet the obligation to provide the Legislature with options for reducing the funding commitment for the South/North project made by the state and local taxpayers;

- b) Fill funding gaps due to shortfalls in public funds; and
 - c) Improve cash-flow and construction flexibility.
2. Identify public and private mechanisms to capture a share of the value created by the South/North Light Rail Project.
 3. Identify and review alternative financing methods for extending the line into Clark County.
 4. Promote private sector investment along rail lines (increase and speed up creation of value which can be captured).

Organization of Task Force

The Task Force will comprise 7-9 citizens appointed by Tri-Met. The Task Force will include members with backgrounds in innovative project finance, real estate and development, and public-private partnerships.

The Tri-Met General Manager and Metro Executive will serve as ex-officio members of the Task Force.

Tri-Met will provide a consultant to support the work of the Task Force and will provide technical assistance. Tri-Met and consultant will establish an interagency working group to ensure coordination between the Task Force and other related efforts, including the Governor's work on developing a new framework for transportation finance, regional funding initiatives, pursuit of public funding for the South/North project, and Metro's congestion pricing study.

The Task Force will issue its report to Tri-Met by July 15, 1996. Tri-Met will forward the report to the JPACT Finance Committee for review and recommendations to JPACT. The Task Force will participate with Tri-Met in presentation of the report to the Legislature.

Charge to the Task Force

The charge to the Task Force will include the following elements:

The Task Force should consider the full range of possibilities for funding the project but should develop full recommendations, including consideration of implementation issues, for those that have the most promise to significantly fulfill the state objectives. The project consists of the full South/North project from Clackamas County to Clark County, without limitation to proposed construction phases or segments.

The funding measures to be considered should include, but not be limited to, tolling, capturing of added property values, joint development of station areas, air rights, "super turn-key"

construction, tax-advantaged leasing (cross-border leasing), tax-advantaged debt financing, joint use of right-of-way and/or facilities, tax credits and exemptions.

Funding opportunities related to, but not specifically part of, the South/North project should be considered, but implications of such opportunities for other transportation projects and funding should be weighted.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2251A.

TRANSPORTATION PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2253, FOR THE PURPOSE OF AMENDING THE CONTRACT BETWEEN METRO AND JHK & ASSOCIATES (CONTRACT NO. 903828) FOR CONSULTANT SERVICES ASSOCIATED WITH THE COMPLETION OF THE PORTLAND METROPOLITAN AREA CONGESTION MANAGEMENT SYSTEM STUDY

Date: December 20, 1995

Presented by: Councilor Kvistad

Committee Recommendation: At the December 19 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 95-2253. Voting in favor: Councilors Kvistad, Monroe and Washington.

Committee Issues/Discussion: Bill Barber, Senior Transportation Planner, presented the staff report and reviewed the purpose of the proposed resolution. Barber noted that federal law requires the completion of a congestion management system study for the Portland metropolitan area. At the time the study was initiated, federal requirements relating to the contents of the study were unclear. As the study has proceeded, federal requirements have become better defined. As a result, Metro staff determined that there was a need for additional consultant services related to network definition, performance measures and data collection and monitoring.

The proposed resolution would amend the existing contract to define these additional work tasks and increase the contract value by \$25,000 (from \$99,900 to \$124,900). Funding would come from a \$25,000 reduction in funding for the public transit management system study. Metro staff has determined that much of the public transit study work has already been completed by Tri-Met and therefore overall funding for this study could be reduced.

Councilor Washington asked if this would be the final adjustment in the cost of the contract for this study. Barber responded that it would be the final adjustment.

Councilor Kvistad asked when the study would be completed. Barber indicated that it would be completed by March or April 1996.



METRO

OGC # 7.4.A.38

Date: December 7, 1995

To: Councilor Susan McLain, Chair
Growth Management Committee

From: Larry Shaw, Senior Assistant Counsel /s/ LARRY SHAW *LS*

Regarding: Requested RUGGO Ordinance and Text Amendments
Our file: 7. §4.A/7. §2.DD

RUGGO Ordinance Amendments

2 1. As shown on page 2 of the draft Ordinance attached, separate mention of urban reserve study areas is now made in the "Ordains" section, subsection 2. That language explicitly states that study areas are shown on the 2040 Growth Concept Map for illustrative purposes only and refers to the draft resolution on that subject. My November 28 memo, distributed to the Metro Council, explained the desirability of adopting that supplementary resolution at the same Council meeting as the RUGGO ordinance, for legal clarity. If the Council acts December 7, you have agreed to introduce that resolution. If the RUGGO ordinance is adopted December 14, the Council Growth Management Committee can consider the resolution at its regular December 12 meeting.

1 2. In addition to explicitly distinguishing urban reserve study areas, subsection 2 of the "Ordains" section of the attached draft Ordinance now incorporates two pages of maps in Exhibit B. This includes Exhibit B, page 1, the general 2040 Growth Concept Map; and Exhibit B, page 2, a Regional Trails Map that was added to the 2040 Growth Concept Map in December 1994, but does not show up well on the small version of the 2040 Growth Concept Map.

RUGGO Text Amendments (Amends RUGGO Ordinance Exhibit A)

3 2 1. (2) Future Vision Ordinance reference added to (November 1 version) line 466:

"The Future Vision (adopted by Ordinance 95-605) was prepared by * * *

4 3 2. (3) Telecommunications added to (November 1 version) in two places:

a. line 824: " * * * sewerage systems, telecommunications and energy transmission and distribution systems * * *"

Councilor Susan McLain
December 7, 1995
Page 2

- b. lines 2029-2030: "* * * systems for storm drainage, telecommunications and energy transmission and distribution systems, bridges * * *"

- 5 4 3. Urban Reserve Study Areas may be reviewed every five years, rather than "at any time": change at (November 1 version) lines 1113-1114:

"* * * may be identified at any the time of the 5-year regional forecast of population and employment for a Metro work program."

This policy further defines RUGGO 22.3 at line 1080, which repeats the LCDC Urban Reserve Rule requirement that urban reserve areas must be reviewed at least every 15 years.

- 6 4. Freight movement and intermodal transfer points must be "protected," but not every project in an RTP must "enhance" them: change at (November 1 version) line 869:

"19.ii. Recognizes and Pprotects and enhancees freight movement * * *"

Change at (November 1 version) line 888:

"19.x. identifies and protects and enhancees intermodal transfer points."

- 7 5. Employment areas text and glossary are made consistent at lines 1756 and 1969 with the change (November 1 version) as follows:

Page 46, lines 1756-1761 to read:

"Employment areas would be expected to include some limited retail commercial uses sized primarily to serve the needs of the people working and or living in the immediate employment area, not larger market areas outside the employment area. Exceptions to this general policy can be made only for certain areas, indicated in a functional plan. ~~low traffic-generating commercial uses with low parking needs which have a community or region-wide market.~~"

Page 52, lines 1969-1971 to read:

"Exceptions to this general policy can only be made for example, ~~land consumptive commercial uses which have a community or region-wide market for certain areas.~~ indicated in a functional plan."

kaj2114

cc: Mike Burton, John Fregonese, Mark Turpel