

A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1538 | FAX 503 797 1793



METRO

MEETING: METRO COUNCIL REGULAR MEETING
DATE: June 13, 1996
DAY: Thursday
TIME: 2:00 PM
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 | 4.1 | Consideration of Minutes for the June 6, 1996 Metro Council Meeting. | |
| | 5. | INFORMATIONAL PRESENTATION | |
| 2:20 PM
(20 min) | 5.1 | Presentation of MPAC recommendations by Portland City Commissioner Charlie Hales | |
| | 6. | ORDINANCES - FIRST READING | |
| 2:40 PM
(5 min) | 6.1 | Ordinance No. 96-644 , For the Purpose of Granting a Franchise to Waste Management of Oregon/TDK Corporation for Operating a Solid Waste Processing Facility. | |
| | 7. | ORDINANCES - SECOND READING | |
| 2:45 PM
(5 min) | 7.1 | Ordinance No. 96-631B , For the Purpose of Adopting the Annual Budget for Fiscal Year 1996-97, Making Appropriations and Levying Ad Valorem Taxes, and Declaring an Emergency. | Monroe |
| | 8. | RESOLUTIONS | |
| 2:50 PM
(5 min) | 8.1 | Resolution No. 96-2338 , For the Purpose of Authorizing to Metro Code Chapter 2.04.041 (C), Competitive Bidding Procedures, and Authorizing a Sole Source Contract with Eastman Kodak Company to Provide Maintenance and Repair Service on the Kodak 300 Duplicator. | McFarland |

2:55 PM (5 min)	8.2	Resolution No. 96-2346 , For the Purpose of Authorizing Execution of Multi-Year Contracts for Primary Service and System Acquisitions and for an Exemption to Contract Code 2.04.044 Granting Authority to the Executive Officer to Enter into Additional Contracts on the Management Information System Project.	McFarland
3:00 PM (5 min)	8.3	Resolution No. 96-2347 , For the Purpose of Authorizing an Exemption to the Metro Code Chapter 2.04.060, Personal Services Contracts with the Portland Art Museum for Sponsorship of an Educational Program in Conjunction with the Museum and Intel Foundation.	McLain
3:05 PM (5 min)	8.4	Resolution No. 96-2323 , For the Purpose of Authorizing Change Order No. 19 to the Contract for Operating Metro South Station, Change Order No. 19 to the Contract for Operating Metro South Station, and Change Order No. 20 to the Contract for Waste Transport Services.	McLain
3:10 PM (5 min)	8.5	Resolution No. 96-2348 . For the Purpose of Authorizing the Executive Officer to Extend Contracts with Devin Oil Company, Inc. and Stein Oil Company for Purchasing Diesel Fuel.	McCaig
3:15 PM (10 min)	8.6	Resolution No. 96-2321A , For the Purpose of Revising the By-Laws of the Water Resources Policy Advisory Committee.	McLain
3:25 PM time certain (20 min)	8.7	Resolution No. 96-2345 , For the Purpose of Approving and Adopting the Ancient Forest Preserve Draft Master Plan. NOTE: Public testimony is expected on this item.	McFarland
	9.	EXECUTIVE SESSION Held pursuant to ORS 192.660(1)(e). Deliberations with persons designated to negotiate real property transactions.	
3:45 PM (10 min)	9.1	Resolution No. 96-2340 , For the Purpose of Approving a Refinement Plan for the Willamette Cove Target Area as Outlined in the Open Space Implementation Work Plan.	Washington
3:55 PM (10 min)	9.2	Resolution No. 96-2341 , For the Purpose of Approving a Refinement Plan for the Columbia River Shoreline and Islands Target Area as Outlined in the Open Space Implementation Work Plan.	Monroe
4:05 PM (10 min)	9.3	Resolution No. 96-2349 , For the Purpose of Authorizing the Executive Officer to Purchase Property as an addition to Howell Territorial Park	McFarland
4:15 PM (10 min)	10.	COUNCILOR COMMUNICATIONS	
4:25 PM		ADJOURN	

Agenda Item Number 4.1

Approval of Minutes

For the June 6, 1996 Council Meeting

**Metro Council Meeting
Thursday, June 13, 1996**

MINUTES OF THE METRO COUNCIL MEETING

June 6, 1996

Council Chamber

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

Councilors Absent: None.

Presiding Officer Jon Kvistad called the meeting to order at 2:36 p.m.

1. INTRODUCTIONS

Arleda Woodriff, a member of MCCI and Rock Butte Association. A note was handed to Ruth McFarland.

2. CITIZEN COMMUNICATIONS

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

None.

4. CONSENT AGENDA

4.1 Consideration of the Minutes for the May 23, 1996 Metro Council Meeting.

Motion: Deputy Presiding Officer McLain moved the adoption of the minutes of the May 23, 1996 Metro Council Meeting.

Second: Councilor Washington seconded the motion.

Vote: The vote was 7 aye / 0 nay / 0 abstain. Presiding Officer Jon Kvistad declared the minutes unanimously approved by all those voting.

5. RESOLUTIONS

5.1 Resolution No. 96-2333, For the Purpose of Endorsing the Congestion Pricing Task Force.

Motion: Councilor Morissette moved the adoption of Resolution 96-2333.

Second: Councilor Washington seconded the motion.

Council Morissette spoke to the grant received to find alternative ways to fund the infrastructure in the region. Good committee composition. Recommended approval.

Council Monroe recommended that Anita Rasmussen be added to Congestion Pricing Task Force.

No public input was received.

Vote: The vote was 7 aye/ 0 nay/ 0 abstain.

6. COUNCILOR COMMUNICATIONS

6.1 Presiding Officer Kvistad introduced the new Council Office Manager and Clerk of the Council, Chris Billington.

6.2 Councilor Washington has scheduled the Transition Committee with Commissioner Mike Lindberg looking at the issue of Performing Art Center and other facilities being taken over by Metro. The first meeting will be on June 11, 1996, completion should be September 28, 1996. Notices to committee members Chair Bev Stein from Multnomah County, Councilor McClain, Kathleen Johnson-Kuhn from ARC, Mr Larry Harvey from Hotel/Motel are being sent. Chairs of Washington and Clackamas counties will so be sent letters asking for their attendance or a member of their staff to serve as adhoc members. Councilor Washington and Commissioner Lindberg will be co-chairing the meeting until a permanent committee chair can be appointed. Issues of ownership, finance and governance must be dealt with. City of Portland is including \$5000.00 to staff the committee. Meetings are planned for Mondays but are subject to change.

Councilor McFarland asked the location and time of the task force meeting. Councilor Washington will provide this information to her.

6.3 Councilor McLain asked if Councilors would let Mr Morrissey know who will be attending the open houses this next week on 2040 Urban Reserves. She would appreciate Councilors attendance at these open houses.

6.4 Presiding Officer Kvistad announced that end of the year expense accounts would be available 6/7/96 for any additional purchases that Councilors need to make by the end of the fiscal year. Councilors were asked to identify needs prior to end of the year.

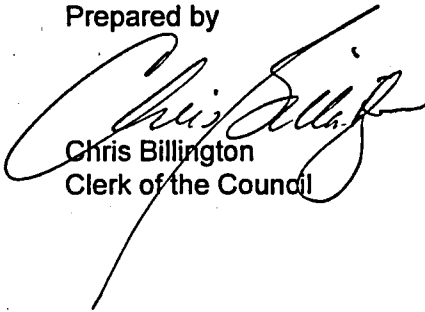
Councilor Morissette asked that he review all expenditures made to his expense account. Presiding Officer Kvistad indicated that the expense reports will reflect this information but normally the Councilor must authorizing prior to the expenditure.

- 6.5 Presiding Officer Kvistad announced that the pre-interviews for the Council Assistant position have been completed and final interviews will be occurring next week.
- 6.6 Rose Festival Parade will be next Saturday, MERC has invited Council to be guests, please contact them to receive tickets.

7. ADJOURN

With no further business to come before Metro Council this afternoon, the meeting was
adjourned by Presiding Officer Jon Kvistad at 2:50 pm.

Prepared by



Chris Billington
Clerk of the Council

Agenda Item 6.1

Ordinance No. 96-644

For the Purpose of Granting a Franchise to Waste Management of Oregon/TDK Corporation for Operating a Solid Waste Processing Facility.

**Metro Council Meeting
Thursday, June 13, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF GRANTING A FRANCHISE	)	ORDINANCE NO. 96-644
TO WASTE MANAGEMENT OF OREGON/TDK)	
CORPORATION FOR OPERATING A SOLID WASTE	)	Introduced by Mike Burton
PROCESSING FACILITY	)	Executive Officer
)	

WHEREAS, Section 5.01.030 of the Metro Code requires a Metro franchise for any person to own and operate a facility for processing solid waste; and

WHEREAS, Waste Management of Oregon (WMO) and TDK Corporation have applied for a non-exclusive franchise to operate a solid waste processing and recovery facility at Troutdale, Oregon; and

WHEREAS, WMO has submitted a franchise application in compliance with Metro Code Section 5.01.060; and

WHEREAS, The TDK/WMO - Material Recovery Facility will provide recycling of waste delivered by affiliated companies, other commercial haulers and contractors

WHEREAS, Issuance of a franchise to TDK/WMO is consistent with the policies set forth in the Regional Solid Waste Management Plan adopted November 1995 for removing recyclables from the mixed wastestream; and

WHEREAS, Metro Code Section 5.01.110 provides for the ability of Metro Council to grant variances pursuant to criteria contained therein; and

WHEREAS, TDK/WMO has requested a variance from rate setting requirements as detailed in the staff report to this ordinance; and

WHEREAS, TDK/WMO has requested a variance from the restriction of service to affiliated company haulers as detailed in the staff report to this ordinance; and

WHEREAS, TDK/WMO will provide a surety bond in the amount of \$100,000 as determined by Metro staff to be appropriate; and

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

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Metro Council authorizes the Metro Executive Officer to enter into the attached franchise agreement within 10 (ten) days of the effective date of this ordinance.
2. TDK/WMO is granted a variance from rate setting under Metro Code Section 5.01.110.
3. TDK/WMO is granted a variance from the restriction on service to non-affiliated companies in Metro Code Section 5.01.120 (1).

ADOPTED by the Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

JG:ay
S:\SHARE\DEPT\WRPS\SW96644.ORD

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 96-644 FOR THE PURPOSE OF GRANTING A FRANCHISE TO WASTE MANAGEMENT OF OREGON/TDK CORPORATION FOR OPERATING A SOLID WASTE PROCESSING FACILITY

Date: June 6, 1996

Presented by: Jim Goddard

FACTUAL BACKGROUND AND ANALYSIS

The purpose of this report is to provide the information necessary for the Metro Council to act on staff's recommendation that TDK Corp./ Waste Management of Oregon's Inc. (TDKWMO) be awarded a solid waste franchise to operate a Materials Recovery Facility (MRF) to be located in Troutdale Oregon. The report is conditional upon the completion of negotiations over the final franchise document with the applicant. The attached proposed franchise agreement will be refined before public hearing on the application.

The report is divided into three main parts: (a) a description of the facility, its operations and other relevant applicant information, including requests for variances to the franchise code; (b) staff analysis of the application and whether the facility meets the criteria as specified in Metro Code in order to be awarded a franchise; and (c) staff's recommendations and specific conditions to be contained in the franchise agreement.

I. FACILITY AND APPLICANT INFORMATION

TDK Corp./ Waste Management of Oregon's Inc. (TDKWMO) submitted its application to Metro for a solid waste processing facility on February 23, 1995. The facility is to be located on land owned by TDK Inc. with facility operation by WMO. Important information about the facility includes the following:

Location:

869 N.W. Eastwind Drive, Troutdale, Oregon 97060

Zoning and Permitting:

General industrial; a material recovery facility is a permitted use. No conditional use permits are required. The site was subject to a design review by the City of Troutdale.

The applicant has applied for a DEQ Solid Waste Disposal Permit and has been informed that the permit will be processed under rules that consider the facility a "low risk."

Customers and area served:

The facility would be available for use by waste haulers from throughout the region, although the majority of users are expected to come from the east Multnomah County area. (Use of the facility by haulers other than those affiliated with WMO requires a variance from Metro Code. See discussion below.)

Facility Activities:

The applicant requests authorization to perform the following activities:

- Recovery of materials from dry non-putrescible commercial and industrial wastes, and from construction and demolition wastes with disposal of residual at Columbia Ridge Landfill. The facility is projected by Metro to receive about 23,000 tons per year of these wastes and to recover 45%.
- Reloading of yard debris for transport to a processing facility at Columbia Ridge Landfill.
- Reloading of petroleum contaminated soils for transport to the Columbia Ridge Landfill.
- Processing of source separated recyclables from residential and commercial customers.

General Facility Description:

The franchised operation will consist of a 48,750 square foot facility on a 211,701 square foot (4.86 acre) site located at 869 NW Eastwind Drive in Troutdale. The site is in an industrial sanctuary and is zoned general industrial. It is bordered by railroad tracks, several manufacturing facilities and vacant land. All processing will be conducted indoors.

Variances from Metro Code or other specific conditions requested by the applicant:

1. The applicant has requested a variance from Metro's rate setting authority. (Sec. 5.01.170)
2. The applicant has requested authority from Metro code restrictions on accepting waste from non affiliated hauling companies. (Sec. 5.01.120(l))

II. ANALYSIS OF FRANCHISE APPLICATION

Completeness and Sufficiency of Application

Applicants for franchises are required to complete the application form and provide additional information as requested. The applicant submitted its franchise request on February 23, 1995. TDK\WMO subsequently also supplied additional information to staff on their DEQ disposal permit application and their ability to obtain a surety bond. The applicant was notified that its application was complete on April 17, 1996.

The applicant was also very cooperative with staff in discussing and sharing information with staff on a number of additional questions regarding plans for the facility. The discussions and supplied information were important to establishing the specific conditions of the franchise document negotiated with the applicant.

Compliance with Code Requirements

In determining whether to recommend award of a franchise, Metro Code Section 5.01.070(b) requires the Executive Officer to formulate recommendations regarding:

- whether the applicant is qualified,
- whether the proposed franchise complies with the district's solid waste management plan,

- whether the proposed franchise is needed considering the location and number of existing and planned disposal sites, transfer stations, processing facilities and resource recovery facilities and their remaining capacities, and
- whether or not the applicant has complied or can comply with all other applicable regulatory requirements

Applicant Qualifications

The facility will be operated by Waste Management of Oregon, Inc. which is a wholly owned subsidiary of Waste Management, Inc. Waste Management, Inc. is a subsidiary of WMX Technologies, a publicly held corporation. Both the local company and the parent corporations have extensive experience in solid waste collection, processing and disposal.

Metro currently has two contracts with Waste Management of Oregon - one for operation of Metro South Transfer Station (scheduled to expire October 1996), the other a long term (ending in 2009) for disposal of solid wastes from Metro Central and Metro South Transfer Station. Based on our knowledge of, and experience in working with WMO, staff considers the franchise applicant to be well qualified to operate the proposed facility.

Compliance with the Regional Solid Waste Management Plan

In determining whether the applicant's facility is in compliance with the Regional Solid Waste Management Plan, staff asked the following questions:

- Are plans for the facility consistent with RSWMP goals and objectives or recommended practices?
- Are plans for the facility in conflict with any RSWMP goals and objectives or recommended practices ?

Subject to the conditions specified in the final negotiated franchise agreement staff has determined that the franchise, if granted, will be consistent with and not in conflict with the goals, objectives and recommended practices in the RSWMP.

In assessing the facility for consistency with the Plan, staff determined the following:

1. The addition of this franchise and consequent increase in MRF capacity in the region is broadly consistent with the RSWMP goals for Regional Facilities and Services:

Goal 8 -- Opportunity to Reduce Waste. Participation in waste prevention and recycling is convenient for all households and businesses in the urban portions of the region.

Goal 12 -- Recovery Capacity. A regionally balanced system of cost-effective solid waste recovery facilities provides adequate service to all waste generators in the region.

Goal 15 -- Facility Regulation. Metro's methods for regulatory control of solid waste facilities will include a system of franchising, contracting, owning and/or licensing to ensure that disposal and processing facilities are provided and operated in an acceptable manner.

2. Addition of the facility will increase the level of recovery in the region and contribute to achieving the following goals in the Plan's Waste Reduction Goals and Objectives:

Goal 7 -- Regional Waste Reduction Goal. The regional waste reduction goal is to achieve at least 50 percent recycling rate by the year 2005. Per capita disposal rates and reductions in waste generated attributable to waste prevention programs are also acknowledged to be key waste reduction indicators. The region's interim goal for the year 2000 is the 52 percent recovery rate as defined by state statute.

Goal 9 -- Sustainability, Objective 9.3. Support an environment that fosters development and growth of reuse, recycling and recovery enterprises.

3. RSWMP Recommended Waste Reduction Practices for Business Waste and Building Waste both call for the addition of these types of facilities. (In the Plan they are referred to as "Regional processing facilities for mixed dry waste".) They are recognized as contributing a significant amount of recovery to the region over the next ten years.

In assessing whether granting a franchise for the facility would be inconsistent with or in conflict with any provisions in the Plan, staff determined the following:

1. Potential conflicts with source separation recycling programs

RSWMP Recommended Waste Reduction Practices for Business Waste and Building Waste both call for the implementation of source separated recycling programs. Under the recommended practices, the purpose of dry waste processing facilities is to capture what remains in the wastestream "downstream" from these programs. Goal 10 in the Plan also emphasizes the importance of source separation while similarly acknowledging a role for post-collection.

Staff was concerned that the growth of dry waste processing facilities could undermine the incentive of haulers and business to invest in source separation programs before such programs had the opportunity to be fully implemented throughout the region. While materials would be recovered, staff believes that the amount and value of materials from post collection recovery facilities is lower than what can be achieved in source separation programs.

However, staff determined that local governments are aware of these issues and should be counted on to ensure that this or other similar franchisees do not negatively impact their investments in source separation programs. Local governments were strongly involved in the development of the RSWMP and are committed to the implementation of the RSWMP's recommended practices. Staff also believes that specific provisions in the franchise agreement requiring Metro and the franchisee to annually review this issue will avoid conflicts with RSWMP recommendations.

2. Impacts from vertical integration

Objective 4.6 of the RSWMP requires that consideration of the potential negative impacts of increasing vertical integration in the solid waste system be considered when making decision about the regulation of facilities.

By becoming the operator of this franchise, WMO would increase the amount of vertical integration in the solid waste system. However, given the current and expected levels of

competition in the MRF business, staff believes the impact of this increase will be not be either large or negative.

3. Operate as processing facility not transfer stations

There are specific recommendation in the Plan regarding transfer stations and reload facilities. It is critical that facilities such as that proposed by the applicant are effectively franchised to operate as processing and recovery facilities and not simply become transfer and reload facilities

Staff believes that the proposed franchise agreement will be a very effective in ensuring the facilities are processing not transfer facilities. Provisions in the agreement designed to accomplish this result include the definitions of authorized wastes that can be received at the facilities and the recovery rate requirements.

Need for facility

By providing additional processing capacity in the eastern portion of the Metro region, the facility will better serve that portion of the region. Staff believes that almost all the estimated tonnage to be received at the facility will be taken from wastes currently landfilled rather than from other processors.

Compliance with Regulatory Requirements

Staff believes that the applicant will be able to obtain their DEQ Solid Waste Disposal Permit and comply with all other regulatory requirements before beginning their operations.

Variance Requests

1. The applicant has requested a variance from Metro's rate setting authority. (Sec. 5.01.170)

Under Metro franchise code, Council sets the rates charged by a franchisee. Metro code allows exceptions to be granted to this policy if the intent of the requirement can be otherwise achieved and if strict compliance with the requirement: is "(1) Is inappropriate because of conditions beyond the control of person(s) requesting the variance; or (2) Will be rendered extremely burdensome or highly impractical due to special physical conditions or causes; or (3) Would result in substantial curtailment or closing down of a business, plant, or operation which furthers the objectives of the district. " (Sec 5.01.110(a))

Staff believes that the intent of the rate setting provision of the Metro franchise code is to prevent franchisees from exercising monopoly power in the marketplace resulting from being a holder of a franchise.

Staff opinion is that the intent of the code requirement will be achieved by competition in the marketplace. Competition will be maintained because this franchise will not be exclusive, and other franchises have been, and others are expected to be granted, that will compete with this franchise. (Competing facilities have been previously granted this variance.) In addition, staff believes that without freedom to set rates the facility would be

unable to effectively compete in the marketplace. Staff, therefore, recommends granting the variance to the rate setting requirement.

2. The applicant has requested authority from Metro code restrictions on accepting waste from non-affiliated hauling companies. (Sec. 5.01.120(l)) Under the conditions discussed above, Metro code allows exceptions to be granted to this policy.

Staff believes that the intent of the code provision is to prevent franchisees who also have collection routes from being able to unfairly treat other haulers who are their competitors.

Staff opinion is that the intent of the code requirement will be achieved because there will be alternative places for haulers to choose from due to competition in the MRF marketplace. Competition will be maintained because this franchise will not be exclusive, and other franchises have been, and others are expected to be granted, that will offer additional compete with this franchise. The franchise also contains provision to insure fair treatment of all customers using the facility. In addition, staff believes that without the variance the franchisee would be unable to effectively compete in the marketplace. Staff, therefore, recommends granting the variance to the restriction on non-affiliated haulers using the facility.

III. CONDITIONS OF THE FRANCHISE

The franchise agreement as drafted ensures that the facility will continue to operate in accordance with the purposes of the Metro's franchise system to protect public health and safety and maintain consistency with the Regional Solid Waste Management Plan.

The franchise document was drafted to be generally consistent with previous franchises agreements. Clarifications and improvements in this franchise over previous ones that will make for better administration and enforcement of the agreement include:

- Clearer, less ambiguous definitions of the types of activities and wastes that are authorized at the facility.
- Procedures for improving understanding between Metro and the franchisee regarding how prohibited waste are to be handled are substantially improved.
- The required recovery rate of 45% is the same as the previously two franchised MRFs (Willamette Resources Inc. and Energy Recovery Inc.) However, the concept of an "operating range" of between 35-45% recovery where, while fees are higher, noncompliance with or violation of the franchise is not implied.
- Coordination of the agreement with DEQ Solid Waste Disposal Permit process.
- Tonnage limits based on applicant request (plus a 30% allowance) verified as by Metro staff as a reasonable amount of wastes controlled by the applicant.

Other specific conditions of this agreement staff would direct Council attention to include:

- "Source separated materials processing" is defined as an authorized activity of the franchise.

There have been concerns raised, particularly by operators of facilities conducting only source separated materials processing, that this franchise language represents a change from previous Metro policy. This is not the case. Facilities engaging in only source-separated processing continue to be exempt under the Metro franchise code.

However, the source-separation portion of the operation at a franchised MRF requires monitoring since it will utilize the same area of the building and processing equipment as the mixed waste processing and could potentially be the source of nuisance or environmental problems.

- A surety bond of \$100,000 was calculated to be required.

Specific conditions unique to this particular franchise include the following:

- Provision relating to the regulation of reloading of yard debris and petroleum contaminated soils. Previous franchises have not dealt with these activities.

IV. BUDGET IMPACT

This fiscal analysis provides an order of magnitude estimate of the impact on Metro fee and excise tax revenues of granting the franchise application.

ASSUMPTIONS

The analysis is in form of a "what if" exercise that assumes:

- The franchise is operating at its expected FY 1999-2000 operating level. These estimates are made consistent with the current REM SWIS report forecasts.
- Impact is measured by the loss of Metro revenues at both Metro and Non-Metro facilities less savings from lower transfer and disposal expenses.
- The calculated result is for a single year.
- Values used for costs and savings are based on the FY 1996-97 budget.
- No change to the solid waste rate structure or excise tax.

This analysis does not take into account the following factors that would spread or mitigate the impact of the revenue decreases:

- The franchise may not come on line at the rate projected.
- Increases in tonnages, and fees paid, to both Metro and Non-Metro facilities due to unprojected changes in population or economic growth
- Decreases in the costs of transfer and or disposal services for waste received at Metro South and Central Transfer Stations. (e.g., as the result of rebidding of the operations contracts)

RESULTS OF ANALYSIS

Tonnages at Metro Central and South Transfer Stations would decline approximately 8,000 tons per year resulting in a loss of \$190,000 in solid waste revenues and a loss of \$40,000 per year in excise taxes.

However, tonnages at Non-Metro Facilities would increase by almost 6,000 tons per year resulting in a gain to Metro of \$90,000 per year in solid waste revenues and a gain of \$20,000 per year in excise taxes

The net loss to Metro would therefore be \$110,000 in solid waste revenues and \$20,000 in excise taxes.

STAFFING REQUIREMENTS

Administration and enforcement of this franchise agreement during fiscal year 1996-97 will be handled with existing staff resources.

V. STAFF RECOMMENDATIONS

Based on the forgoing analysis it is the opinion of staff the TDK\WMO Inc. be granted a non-exclusive franchise in accord with the provisions of the draft franchise shown as Exhibit A of Ordinance No. 96-644

VI. EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 96-644

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Printed: 06/06/96 11:42 AM

SOLID WASTE FRANCHISE

issued by

METRO

**600 NE Grand Avenue
Portland, Oregon 97232-2736
(503) 797-1700**

FRANCHISE NUMBER: _____
DATE ISSUED: _____ See Section 2
AMENDMENT DATE: _____ N/A
EXPIRATION DATE: _____ See Section 2
ISSUED TO: _____ WASTE MANAGEMENT OF OREGON (WMO)
NAME OF FACILITY: _____ TDK/WMO - Material Recovery Facility
ADDRESS: _____ 869 NW Eastwind Drive
CITY, STATE, ZIP: _____ Troutdale, OR 97060
LEGAL DESCRIPTION: _____ Parcel Account #64974-5550

(see attached application)
NAME OF OPERATOR: _____ WASTE MANAGEMENT OF OREGON
PERSON IN CHARGE: _____ Doug Coenen
ADDRESS: _____ 5330 NE Skyport Way
CITY, STATE, ZIP: _____ Portland, OR 97218
TELEPHONE NUMBER: _____ 503-249-8078

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FRANCHISE AGREEMENT

This Franchise is issued by Metro, a municipal corporation organized under ORS chapter 268, referred to herein as "Metro," to [insert name of franchisee], referred to herein as "Franchisee."

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

1. DEFINITIONS

"Affiliated Hauling Companies" means hauling companies owned, either in whole or in part, or legally affiliated with, the franchisee.

"Agreement" means this Franchise Agreement.

"Allowable Customer Group" means [needs definition]

"Asbestos-contaminated" or **"Asbestos-containing"** means [insert definition. Definition should exclude non-friable asbestos].

"Authorized Waste" or **"Authorized Wastes"** means those wastes defined as such in Section 5.2 of this Agreement.

"Battery" means a portable container of cells for supplying electricity. This term includes lead-acid car batteries, as well as dry cell batteries such as nickel cadmium, alkaline, carbon zinc.

"Building Contractor" or **"Building Contractors"** means any business involved in any physical aspect of the construction and/or demolition of buildings that results in the generation of construction and demolition wastes as defined herein, but in no event shall mean, or have the same meaning as, the term "Contractor" as may be used in this Agreement.

"Commercial Solid Waste" or **"Commercial Waste"** means solid waste generated by stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals, and other nonmanufacturing entities, but does not include solid waste from manufacturing activities. Solid waste from business, manufacturing or processing activities in residential dwellings is also not included. [OAR 340-93-030 (13)].

"Conditionally Exempt Generator" means a generator who generates less than 2.2 pounds of acute hazardous waste as defined within 40 C.F.R. § 261, or who generates less than 220 pounds of hazardous waste in one calendar month.

"Conditionally Exempt Generator Waste" means waste as defined within 40 C.F.R. § 261, as amended or replaced.

“Construction and Demolition Waste” means Solid Waste resulting from the construction, repair, or demolition of buildings, roads and other structures, and debris from the clearing of land, but does not include clean fill when separated from other Construction and Demolition Wastes and used as fill materials or otherwise land disposed. Such waste typically consists of materials including concrete, bricks, bituminous concrete, asphalt paving, untreated or chemically treated wood, glass, masonry, roofing, siding, plaster; and soils, rock, stumps, boulders, brush and other similar material. This term does not include Industrial Solid Waste and municipal Solid Waste generated in residential or commercial activities associated with construction and demolition activities

“DEQ” means the Oregon Department of Environmental Quality, which includes the Oregon Environmental Quality Commission.

“Disposal Site” means the land and facilities used for the disposal of Solid Wastes, whether or not open to the public, but does not include Transfer Stations or processing facilities. [Source: Metro Code Section 5.01.010 (g)]

“Dry Non-Putrescible Solid Waste” means commercial, residential or industrial solid waste, collected from generators who have been instructed not to include food wastes and other putrescible wastes in collection bins destined for the franchised facility. “Dry Non-Putrescible Solid Waste” includes waste that does not require disposal at a municipal Solid Waste landfill (also referred to as a general purpose landfill), as that term is defined by the Oregon Administrative Rules.

“Executive Officer” means the Metro Executive Officer or the Executive Officer’s designee.

“Facility” means References in this franchise agreement to “the facility” refer to the site where one or more activities that the franchisee is authorized to conduct occur.

“Fiber Based Fuel” means [needs to be defined]

“Fiber Based Fuel Processing” means the activity of mechanically processing authorized Solid Wastes for use as a fuel.

“Franchise” means the authority given by the Council to operate the Facility in accordance with this Franchise Agreement.

“Franchisee” means [needs definition]

“Franchise Fee” means the “Annual Franchise Fee” described and defined in Metro Code § 5.03.030.

“Hazardous Waste” means any waste, whether part or all of a delivered load of waste, which:

- (1) is required to be accompanied by a written manifest or shipping document describing the waste as “hazardous waste,” pursuant to any state or federal law, including, but not limited to the Resource Conservation and Recovery Act, 42 USC § 9601, et seq., as amended, including regulations promulgated thereunder;
- (2) contains polychlorinated biphenyls or any other substance whose storage, treatment or disposal is subject to regulation under the Toxic Substance Control Act, 15 USC § 2601, et seq., as amended, including regulations promulgated thereunder;
- (3) contains a “reportable quantity” of one or more “hazardous substances” (typically identified by the nine hazard classes labeled as explosives, non-flammable gas, flammable gas, flammable liquid, flammable solid, oxidizer, poison, corrosive, radioactive, or dangerous), as identified in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601, et seq., as amended, including regulations promulgated thereunder and as defined under Oregon law within ORS chapter 466, including regulations promulgated thereunder;
- (4) contains a radioactive material the storage or disposal of which is subject to state or federal regulation;
- (5) constitutes or includes “conditionally exempt generator waste” as defined herein; or
- (6) is otherwise classified as hazardous pursuant to federal or Oregon law, federal regulation, or state administrative rule.

“Incoming Type A Waste” means waste received by a franchised solid waste processing and recovery facility of which, on a weight basis, less than 5% is eventually transported to a landfill. This term is used solely in the context of computing material recovery rates for franchised solid waste processing facilities.

“Incoming Type B Waste” means waste received by a franchised solid waste processing and recovery facility of which, on a weight basis, more than 5% is eventually transported to a landfill. This term is used solely in the context of computing material recovery rates for franchised solid waste processing facilities.

“Incoming Type C Waste” means waste received by a franchised solid waste processing and recovery facility that is anything other than Incoming Type A, or Type B material as defined herein. Currently, this category of material includes Petroleum and Yard Debris.

“Inert” means containing only constituents that are biologically and chemically inactive and that, when exposed to biodegradation and/or leaching, will not adversely impact the waters of the state or public health.

“Infectious Medical Waste” or “Infectious Waste” means

- (1) equipment, instruments, utensils, and fomites (any substance that may harbor or transmit pathogenic organisms) of a disposable nature from the rooms of patients who are

suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies;

- (2) laboratory wastes, such as pathological specimens (e.g., all tissues, specimens of blood elements, excreta, and secretions obtained from patients or laboratory animals) and disposable fomites attendant thereto;
- (3) surgical operating room pathologic specimens and disposable fomites attendant thereto and similar disposable materials from outpatient areas and emergency rooms.
- (4) biological waste, including blood and blood products, excretions, exudates, secretions, suctionings and other body fluids that cannot be directly discarded into a municipal sewer system, including solid or liquid waste from renal dialysis and waste materials contaminated with blood or body fluids;
- (5) cultures and stocks of etiological agents and associated biologicals, including specimen cultures and dishes and devices used to transfer, inoculate, and mix cultures; wastes from production of biologicals; and serums and discarded live and attenuated vaccines (excepting throat and urine cultures);
- (6) pathological waste, including biopsy materials and all human tissues and anatomical parts that emanate from surgery, obstetrical procedures, autopsy and laboratory procedures; animal carcasses exposed to pathogens in research; and the bedding of the animals and other waste from such animals;
- (7) sharps, including needles, IV tubing with needles attached, scalpel blades, lancets, glass tubes that could be broken during handling, and syringes.

“Industrial Solid Waste” or “Industrial Waste” means

- (1) solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under ORS chapters 465 and 466 or under Subtitle C of the Federal Resource Conservation and Recovery Act. Such waste may include, but is not limited to, waste resulting from the following processes:
 - (a) electric power generation;
 - (b) fertilizer/agricultural chemicals;
 - (c) food and related products and by-products;
 - (d) inorganic chemicals;
 - (e) iron and steel manufacturing;
 - (f) leather and leather products;
 - (g) nonferrous metals manufacturing/foundries;
 - (h) organic chemicals;
 - (i) plastics and resins manufacturing;
 - (j) pulp and paper industry;
 - (k) rubber and miscellaneous plastic products;
 - (l) stone, glass, clay and concrete products;
 - (m) textile manufacturing;
 - (n) transportation equipment;
 - (o) water treatment; and

- (p) timber products manufacturing;
- (2) This term does not include :
 - (a) municipal solid waste (such as office or lunch room waste) from manufacturing or industrial facilities; or
 - (b) packaging material for products delivered to the generator.

“Metro Regional User Fee” means those fees which pay for fixed costs associated with administrative, financial and engineering services and waste reduction activities of the Metro waste management system. Contingency fees on all costs and general transfers of solid waste funds to other Metro departments for direct services are included in this fee. This fee is collected on all solid waste originating or disposed of within the region. Metro Code § 5.02.015(o).

“Municipal Solid Waste” means [needs to be defined]

“Operator” means [needs definition]

“Owner” means [needs definition]

“Outgoing Type D Material” means recoverable material -- other than Outgoing Type E, Type F, and Type J Material -- marketed by a franchised solid waste processing and recovery facility as a useful commodity. This term is used solely in the context of computing material recovery rates for franchised facilities.

“Outgoing Type E Material” means non-organic material recovered at a franchised solid waste processing and recovery facility and delivered to a DEQ-approved inert landfill. This term specifically excludes Outgoing Type J Material as defined herein. This term is used solely in the context of computing material recovery rates for franchised facilities.

“Outgoing Type F Material” means material recovered at a franchised solid waste processing and recovery facility and pre-approved by Metro for direct use in a land application. This term specifically excludes recovered material used in landfill applications. An example of this type of material would be organics that are processed for use as a soil amendment. This term is used solely in the context of computing material recovery rates for franchised facilities.

“Outgoing Type G Material” means material transported from a franchised solid waste processing and recovery facility to a non-inert landfill. This material is presumed to be waste that is disposed. This term is used solely in the context of computing material recovery rates for franchised facilities.

“Petroleum Contaminated Soil” means soil into which hydrocarbons, including gasoline, diesel fuel, bunker oil or other petroleum products have been released. Soil that is contaminated with petroleum products but also contaminated with a hazardous waste as defined in ORS 466.005, or a radioactive waste as defined in ORS 469.300, is not included in the term.

“Petroleum Contaminated Soils Reloading” means the activity of consolidating petroleum contaminated soils for transport to a disposal site, processing facility or resource recovery facility.

“Processing” means the use of any process, mechanism, device, or technique in order to obtain from solid waste materials that still have useful physical or chemical properties and can be reused or recycled for some purpose.

“Processing Facility” means a place or piece of equipment where or by which solid wastes are processed. This definition does not include commercial and home garbage disposal units, which are used to process food wastes and are part of the sewage system, hospital incinerations, crematoriums, paper shredders in commercial establishments, or equipment used by a recycling drop center. [Source: Metro Code Section 5.01.010 (s)]

“Prohibited Wastes” bears the meaning set forth in Section 5.3.1 of this Agreement.

“Putrescible Waste” means solid waste containing organic material that can be rapidly decomposed by microorganisms, and which may give rise to foul smelling, offensive products during such decomposition or which is capable of attracting or providing food for birds and potential disease vectors such as rodents and flies.

“Recoverable Material” means material that still has or retains useful physical, chemical, or biological properties after serving its original purpose(s) or function(s), and that can be reused or recycled for the same or other purpose(s).

“Recycled Material” means [insert ORS definition]

“Residential Solid Waste” means the garbage, rubbish, trash, and other solid wastes generated by the normal activities of households, including but not limited to, food wastes, ashes, and bulky wastes, but does not include “construction and demolition waste” or “source separated recyclables as defined herein. This definition applies to multifamily structures of any size.

“Residue” means solid waste, resulting from solid waste material recovery, that is transported from a franchised solid waste processing and recovery facility to a disposal site.

“Resource Recovery Facility” means an area, building, equipment, process or combination thereof where or by which useful material or energy resources are obtained from solid waste.. [Source: Metro Code Section 5.01.010 (v)]

“Sludge” means any solid or semi-solid waste and associated supernatant generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant or air pollution control facility or any other such waste having similar characteristics and effects.

“Solid Waste” means all useless or discarded putrescible and nonputrescible materials, including but not limited to garbage, rubbish, refuse, ashes, waste paper and cardboard, discarded or abandoned vehicles or parts thereof, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid materials, dead animals, and infectious waste as defined in ORS 459.386.;

Solid waste does not include:

- (1) hazardous waste as defined in ORS 466.005;
- (2) materials used for fertilizer or for other similar productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of fowls or animals;

“Solid Waste Materials Recovery” means the activity of manually or mechanically processing solid wastes that separates materials for purposes of recycling or recovery.

“Solid Waste Processing and Recovery Facility” means a facility franchised under Metro Council authority as a processing and/or resource recovery facility and authorized to receive specific categories of solid waste and to conduct one or more of the following activities: (1) source-separated recyclables processing, (2) solid waste material recovery, (3) yard debris reloading, (4) fiber-based fuel processing, (5) petroleum contaminated soils processing. A Processing and Recovery Facility is not authorized to perform the following activities, except for particular categories of wastes as specifically authorized: (1) solid waste reloading; (2) solid waste transfer. These two activities are only authorized under Metro Council authority to franchise a transfer station. These two activities are intended to be distinct from the activities specifically allowed at a “Solid Waste Processing and Recovery Facility.”

“Solid Waste Reloading” means the activity of consolidating, with or without compaction, solid wastes that have not been processed, for transport to a disposal site, transfer station, processing facility or resource recovery facility; or solid waste transfer where no processing of the waste occurs.

“Solid Waste Transfer” means the activity of consolidating, with or without compaction, solid wastes, that may or may not have been subjected to processing, for transport to a disposal site, transfer station, processing facility or resource recovery facility.

“Solid Waste Transfer Facility” means a facility franchised under Metro Council authority as a transfer station and authorized to receive specific categories of solid waste and to conduct one or more of the following activities: (1) solid waste reloading; and (2) solid waste transfer. A Solid Waste Transfer Facility also can be authorized to perform the following activities for particular categories of solid waste: (1) source separated recyclables processing; (2) solid waste materials recovery; (3) yard debris reloading; (4) fiber based fuel processing; and (5) contaminated soils reloading.

“Source Separate” or “Source Separation” means

- (1) the setting aside of recyclable materials at their point of generation by the generator.
- (2) that the person who last uses recyclable material separates the recyclable material from solid waste.

“Source Separated Recyclables” means material that has been source-separated for the purpose of recycling, recovery, or reuse. This term includes recyclables that are source-separated by material type (i.e., source-sorted) and recyclables that are mixed together in one container (i.e., commingled).

“Source Separated Recyclables Processing” means the activity of reloading, processing (either manually or mechanically) or otherwise preparing source separated materials for transport to third parties for reuse or resale. Source separated materials recovery activities occurring at a recycling drop center are not included in this definition.

“Special Waste” means any waste (even though it may be part of a delivered load of waste) which comprises:

- (1) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in below; or
- (2) waste transported in a bulk tanker; or
- (3) liquid waste, including (1) outdated, off spec liquid food waste or liquids of any type when the quantity and the load would fail the paint filter liquid (Method 9095, SW-846) test, or (2) more than 25 gallons of free liquid per load;
- (4) any container that once held commercial products or chemicals, unless the container is empty. A container is “empty” for purposes of the preceding clause when:
 - (a) all wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container, e.g., pouring, pumping, crushing, or aspirating; and
 - (b) one end has been removed (for containers in excess of 25 gallons); and
 - (c) no more than one inch thick (2.54 centimeters) of residue remains on the bottom of the container or inner liner; or
 - (d) no more than 1 percent by weight of the total capacity of the container remains in the container (for containers up to 110 gallons); or
 - (e) no more than 0.3 percent by weight of the total capacity of the container remains in the container for containers larger than 110 gallons. Containers that once held acutely hazardous wastes must be triple rinsed with an appropriate solvent or cleaned by an equivalent alternative method. Containers that once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed with an appropriate solvent or cleaned by an equivalent method. Plastic containers larger than five gallons that hold any regulated waste must be cut in half or punctured, dry and free of contamination to be accepted as refuse; or

- (5) sludge waste from septic tanks, food service, grease traps, wastewater from commercial laundries, laundromats or car washes; or
- (6) waste from an industrial process; or
- (7) waste from a pollution control process; or
- (8) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in the other parts of this definition; or
- (9) soil, water, residue, debris, or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or
- (10) chemical containing equipment removed from service (for example – filters, oil filters, cathode ray tubes, lab equipment, acetylene tanks, CFC tanks, refrigeration units, or any other chemical containing equipment); or

“Transfer Station” means a fixed or mobile facilities including but not limited to drop boxes and gondola cars normally used as an adjunct of a solid waste collection and disposal system or resource recovery system, between a collection route and a processing facility or a disposal site. This definition does not include solid waste collection vehicles. [Source: Metro Code Section 5.01.010 (z)]

“Unacceptable Waste Incident Tracking Form” means [needs to be defined].

“Waste” means [needs to be defined]

“Yard Debris” means vegetative and woody material generated from residential property or from commercial landscaping activities. "Yard debris" includes landscape waste, grass clippings, leaves, hedge trimmings, stumps and other similar vegetative waste, but does not include demolition debris, painted or treated wood. [Source: Metro Code Section 5.01.010 (cc)].

“Yard Debris Reloading” means the activity of consolidating yard debris with or without compaction, that have not been processed, for transport to a transfer station, processing facility or resource recovery facility.

2. TERM OF FRANCHISE

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

3. LOCATION OF FACILITY

The franchised Facility is located at _____. The legal description of the Facility's location appears in Exhibit 1 to this agreement.

4. OPERATOR AND OWNER OF FACILITY AND PROPERTY

- 4.1 The **owner of the Facility** is _____. If Franchisee is not the owner of the Facility, then Franchisee shall, before this Franchise takes effect, obtain the Facility owner's written consent to and approval of this Franchise, which consent shall include the Facility owner's consent to be bound by this Franchise as if such Facility owner were a signatory party. Franchisee shall file such written consent with Metro prior to beginning operations under this Franchise. Franchisee shall also submit to Metro for the Executive Officer's approval and consent — which approval and consent shall not be unreasonably withheld — any changes in ownership of the Facility in excess of five percent of ownership, or any change in partners if a partnership, within ten (10) days of the change.
- 4.2 The **owner of the property** upon which the Facility sits is _____. If Franchisee is not the owner of the underlying property, then Franchisee shall, as a condition precedent to the effectiveness of this Franchise, obtain the property owner's consent to this Franchise, which consent shall include the property owner's consent to be bound by this Franchise as if such property owner were a signatory party. Franchisee shall file such written consent with Metro prior to beginning operations under this Franchise.
- 4.3 The **operator of the Facility** is _____. If Franchisee is not, or does not plan to be, the operator of the Facility, then Franchisee shall, as a condition precedent to the effectiveness of this Franchise, obtain the operator's consent to this Franchise, which consent shall include the operator's consent to be bound by this Franchise as if such operator were a signatory party. Franchisee may contract with another person or entity to operate the Facility only upon ninety (90) days prior written notice to Metro and the written approval of the Executive Officer, which approval shall not be unreasonably withheld. Franchisee shall retain primary responsibility for compliance with this Franchise.

5. AUTHORIZED AND PROHIBITED ACTIVITIES

- 5.1 Franchisee is authorized to operate and maintain a Solid Waste Processing and Recovery Facility and to conduct the following activities (a) source separated recyclables processing (b) solid waste materials recovery (c) yard debris reloading and (d) contaminated soils reloading, subject to the following conditions:
- 5.1.1 The facility shall accept only those wastes defined as Authorized Wastes in this franchise. Franchisee is prohibited from receiving, processing or disposing of any solid waste not authorized in this franchise agreement. Franchisee shall not knowingly accept loads of solid waste that contain only incidental amounts of recoverable material or that Franchisee intends to landfill without first processing for recoverable material.

- 5.1.2 This Franchise limits the amount and type of authorized waste that may be received each year at the Facility as listed in Section 5.2.1 of this Agreement. The Executive Officer may increase the amount of waste Franchisee is authorized to receive at the facility. Franchisee may receive the designated amount of solid waste consistent with (1) applicable law, (2) the terms of this Franchise, and (3) any other applicable permits and licenses obtained from governmental or regulatory entities. The processing capacity and actual throughput of the facility shall not be increased without appropriate modification to this Franchise.
- 5.1.3 Franchisee may accept loads from its own affiliated hauling companies and [insert allowable customer groups (e.g., licensed building contractors, non-affiliated commercial haulers) on a case-by-case basis] only if Metro has granted a variance from contrary provisions in the Metro Code. Franchisee shall not accept loads from the general public.
- 5.1.4 All facility activities are to be conducted in accordance with the plans and procedures submitted by the Franchisee and with the provisions of this franchise, and also in accordance with all applicable laws, regulations, rules, or ordinances as if all such matters had been incorporated within this Agreement. All plans and procedures required by this Agreement shall be submitted to Metro for its review and approval as a condition precedent to the effectiveness of the Franchise, and shall become part of this franchise by this reference once they have been approved by Metro.

5.2 Authorized Wastes

- 5.2.1 This Franchise authorizes Franchisee to receive the following categories of wastes for activities authorized at the facility according to the tonnage limits specified below:
- 5.2.1.1 To conduct solid waste materials processing of waste in the following categories up to a combined total of _____,000 tons per year.
- 5.2.1.1.a Dry, non-putrescible commercial and industrial solid wastes, as each of those terms (or combinations thereof) have been defined herein.
- 5.2.1.1.b Construction and demolition wastes as defined herein.
- 5.2.1.2 To conduct source-separated recyclables processing of waste in the following categories with no limit on the tonnage allowed per year:
- 5.2.1.2.a Used oil collected as a source-separated material from residential curbside programs operated by commercial refuse haulers.

5.2.1.2.b Source-separated recyclables, as this term has been defined herein, collected through residential and commercial recycling programs, but excluding yard debris.

5.2.1.3 To conduct yard debris reloading of up to _____,000 tons of yard debris per year for transport to an off-site processing facility.

5.2.1.4 To conduct petroleum contaminated soil reloading of up to _____,000 tons of petroleum contaminated soils per year.

5.2.2 Wastes not mentioned or identified in Section 5.2.1 may be authorized for acceptance only if Metro and the DEQ approve acceptance in writing, and only if all jurisdictions, agencies, or public bodies with regulatory authority in fact authorize the acceptance of additional wastes in accordance with all applicable laws, regulations, rules, or local government ordinances and codes.

5.2.3 Franchisee may accept petroleum-contaminated soils at the facility generated within or without Metro's geographical boundaries only if such soils ultimately will be shipped to (1) a facility franchised by Metro under Metro Code Chapter 5.01 or (2) a landfill constructed with a geomembrane liner and that has otherwise been designed to contain petroleum products and their by-products. Petroleum-contaminated soils transshipped from the facility shall not be treated by aeration or ventilation while on facility premises.

5.3 Prohibited Wastes

5.3.1 Franchisee shall not knowingly accept or retain in violation of Sections 5.3.2 or 7.3.2 of this agreement any material amounts of the following types of waste, unless specifically authorized elsewhere within this Agreement

5.3.1.1 Asbestos-containing materials as defined in OAR 34-32-5590;

5.3.1.2 Batteries containing lead or acid

5.3.1.3 Commercial or industrial waste loads that contain putrescible waste;

5.3.1.4 Residential solid waste;

5.3.1.5 Liquid waste;

5.3.1.6 Oil (used);

5.3.1.7 Putrescible waste;

5.3.1.8 Sludge derived from septic or sewage wastes;

5.3.1.9 Tires;

5.3.1.10 Vehicles;

5.3.1.11 Infectious medical waste;

5.3.1.12 Special waste or any sub-stream of special waste unless authorized elsewhere within this Agreement;

5.3.1.13 Hazardous waste as defined in this Agreement;

5.3.1.14 Conditionally exempt generator waste as defined in this Agreement;

- 5.3.1.15 Household hazardous waste as defined in this Agreement;
- 5.3.1.16 Yard debris.

5.3.2 Any prohibited wastes shall be immediately: (1) isolated from other materials at the Facility or (2) removed from the Facility. Franchisee shall transport any prohibited waste other than Hazardous Waste to a disposal site authorized to accept such waste, unless an alternate disposal site or method has been approved by DEQ. Non-hazardous prohibited wastes shall be managed pursuant to Section 7.3.2.3 of this Agreement. In the event that Franchisee determines or suspects that discovered waste constitutes Hazardous Waste, franchisee shall immediately initiate procedures to identify the waste and the generator (see Section 7.3.2 herein) and shall, within 48 hours of receipt of the waste, notify DEQ and initiate procedures to remove the waste. Hazardous Waste must be removed from the facility within 90 days after receipt unless an alternate disposal method and additional storage period has been approved by DEQ. Franchisee shall implement and conduct temporary storage and transportation procedures in accordance with DEQ rules. Franchisee shall record receipt of prohibited wastes on Metro's "Unacceptable Waste Incident Tracking Form."

6. MINIMUM REPORTING REQUIREMENTS

- 6.1 Franchisee shall collect and transmit to Metro, according to the timetable in Section 6.2, accurate records of the following information
- 6.1.1 Record number designating an individual incoming or outgoing load (which should be the same as the ticket number on the weight slips).
 - 6.1.2 Customer (incoming loads) and end-user (outgoing loads) account number (which, on a semi-annual basis, Franchisee shall provide to Metro via a computer listing that cross-references this account number with the customer or end user's name, address, and telephone number).
 - 6.1.3 Designation whether the load is (as the following terms are defined in Section 1 of this Agreement):
 - Incoming Type A waste;
 - Incoming Type B waste;
 - Incoming Type C waste;
 - Outgoing Type D material;
 - Outgoing Type E material;
 - Outgoing Type F material; or
 - Outgoing Type G material
 - 6.1.4 Date the load was received at or transmitted from your facility.

- 6.1.5 Time the load was received at or transmitted from your facility.
- 6.1.6 Material type (which Franchisee shall describe by the type of material (e.g., glass, OCC, etc.) in the load or by providing a code and a cross-reference listing of codes to material types).
- 6.1.7 Acceptance or rejection of a load.
 - 6.1.7.1 Franchisee shall manage rejected loads in accordance with Section 7.3.2.3 of this Agreement.
- 6.1.8 Whether load is inside or outside Metro's jurisdictional (geographical) boundaries. If from outside the Metro boundary, indicate the load's origination point.
- 6.1.9 Net weight of the load.
- 6.1.10 The fee charged or paid the hauler for the load
- 6.1.11 For petroleum-contaminated soils,
 - 6.1.11.1 the amount and type of material received at the facility by load, date, and DEQ PCS file number;
 - 6.1.11.2 if known, the amount and type of material delivered to, but not accepted for processing at, the facility, along with the name of the individual or company attempting to deliver the material, the reason the material was rejected and, if known, the destination of the material after leaving the facility;
 - 6.1.11.3 upon leaving the facility, the destination of all materials by county and tax lot number, or by other description that clearly identifies the destination if no tax lot number is available.
- 6.1.12 Receipt of any materials encompassed by Section 5.3.2 of this Agreement, utilizing Metro's "Unacceptable Waste Incident Tracking Form."
- 6.2 Records required under Section 6.1 shall be reported to Metro no later than fifteen (15) days following the end of each month, in the format prescribed by Metro. Transaction data shall be in electronic form compatible with Metro's data processing equipment. A cover letter and monthly summary by origin/destination and type of material shall accompany the data which certifies the accuracy of the data and be signed by an authorized representative of Franchisee.
- 6.3 (deleted)

- 6.4 The Franchisee shall file an Annual Operating Report on or before each anniversary date of the Franchise, detailing the previous year's operation of the Facility. At a minimum, this report should include annual summaries of: (1) incoming and outgoing tonnage broken down by reporting category (i.e., Incoming Type A Material, Outgoing Type D Material, etc.) and material type (i.e., glass, OCC, etc.); (2) hazardous waste incidents; (3) shut downs; (4) nuisance complaints; (5) changes to operating and material flows from previous year; and (6) changes to site, equipment, hours of operation and staffing.
- 6.5 The Franchisee shall participate in an annual review with Metro of the facility's performance in accomplishing waste reduction goals consistent with the adopted RSWMP. In particular, this review shall include whether the facility's operation is consistent with both local government and private sector efforts to expand source separation recycling programs by commercial and industrial generators and at construction and demolition sites. The review shall also consider whether a modification to the facility's recovery rate requirement per Section 18 of this Agreement is needed.
- 6.6 The Franchisee shall submit to Metro duplicate copies of any regulatory matters pertaining to the Facility within 30 days of filing with regulatory agency, specifically including (but not necessarily limited to) environmental or safety-related reports submitted to any other governmental or regulatory body.
- 6.7 Authorized representatives of Metro shall be permitted to inspect information from which all required reports are derived during normal working hours or at other reasonable times with 24-hour notice. Metro's right to inspect shall include the right to review, at an office of Franchisee located in the Portland metropolitan area, records, books, maps, plans, and other like materials of the Franchisee that are directly related to the Franchisee's operation.
- 6.8 Fees and charges shall be charged on the basis of tons of waste received. Either a mechanical or automatic scale approved by the National Bureau of Standards and the State of Oregon may be used for weighing waste.
- 6.9 Where a fee or charge is levied and collected on an accounts receivable basis, pre-numbered tickets shall be used in numerical sequence. The numbers of the tickets shall be accounted for daily and any voided or canceled tickets shall be retained.
- 6.10 Any periodic modification by Metro of the reporting forms themselves shall not constitute any modification of the terms of Section 6.1 of this Agreement, nor shall Metro include within the reporting forms a request for data not otherwise encompassed within Section 6.1.

7. OPERATIONAL REQUIREMENTS

7.1 General Requirements

- 7.1.1 Both the facility and the franchise shall comply at all times with the Metro Code, the Franchisee's DEQ Permit, and this Franchise Agreement with respect to the storage, collection, transportation, processing, recycling, and disposal of solid waste, including wastes generated by the Facility itself.
- 7.1.2 Franchisee shall establish and follow procedures designed to assure compliance with the Metro Code requirements, standards, and criteria for Yard Debris Reload Facilities, if applicable. Franchisee's compliance with this Agreement shall constitute compliance with the Metro Licensing Standards for Yard Debris Reload Facilities as applicable to Metro Franchised Material Recovery Facilities.
- 7.1.3 The Franchisee shall provide an operating staff which is qualified to carry out the functions required within this Agreement and to otherwise ensure compliance with the conditions of this Franchise.
- 7.1.4 A copy of this Franchise Agreement shall be displayed on the Facility's premises, and in a location where it can be readily referenced by Facility personnel. Additionally, signs shall be erected at the entrance to the Facility or at the Facility's scalehouse in conformity with local government signage regulations. These signs shall be easily and readily visible, legible, and shall contain at least the following information:
- 7.1.4.1 Name of the facility;
 - 7.1.4.2 Emergency telephone number for the facility;
 - 7.1.4.3 Operational hours during which the facility shall be open for the receipt of authorized waste;
 - 7.1.4.4 Rates and fees
 - 7.1.4.5 Metro's telephone number and logo; and
 - 7.1.4.6 A list of all authorized wastes allowed under this Franchise Agreement.

7.2 General Operating and Service Requirements

- 7.2.1 If Franchisee contemplates or proposes to close the facility for more than 120 days, or permanently, Franchisee shall provide Metro with written notice at least ninety (90) days prior to closure of the proposed time schedule and closure procedures.

- 7.2.2 If Franchisee contemplates or proposes a closure of the facility for more than 48 hours but less than the time specified in Section 7.2.1, Franchisee shall notify Metro and local government solid waste authorities of the closure and its expected duration. Franchisee shall provide the required notification no later than 24 hours after the closure.
- 7.2.3 If a breakdown of equipment, fire, or other occurrence results in a violation of any conditions of this Franchise or of the Metro Code, the Franchisee shall:
- 7.2.3.1 Take immediate action to correct the unauthorized condition or operation.
 - 7.2.3.2 Immediately notify Metro so that the situation can be evaluated and addressed as needed.
 - 7.2.3.3 Prepare, and submit to Metro within 10 days, a report describing the Franchise or Metro Code violation.
- 7.2.4 Metro may regulate the hours of site operation as it finds necessary to ensure compliance with this Franchise. Metro will provide 90 days written notice prior to regulating hours of operation, and shall not unreasonably increase Franchisee's costs of operation.
- 7.2.5 The Franchisee shall establish and follow procedures to give reasonable notice and justification prior to refusing service to any person in an allowable customer group. Copies of notification and procedures for such action will be retained on file for three years for possible review by Metro.
- 7.2.6 The Franchisee shall not, by act or omission, unlawfully discriminate against any person, treat unequally or prefer any user of the Facility through application of fees or the operation of the Facility, as required by Metro Code 5.01.370.

7.3 Operating Procedures

- 7.3.1 Unless otherwise allowed within this Agreement or by separate written agreement with Metro, all processing of wastes and recovered materials shall occur inside the building until loaded onto appropriate transport vehicles or rail for shipment off-site.
- 7.3.2 Franchisee shall establish and follow procedures for accepting, managing and processing loads of waste received at the facility. These procedures shall be described in writing and submitted to Metro and the DEQ for review and approval prior to any waste being accepted. The procedures shall include at least the following:

- 7.3.2.1 Methods of attempting to prevent prohibited waste from being placed in the waste by generators and subsequently arriving at the facility from haulers.
- 7.3.2.2 Methods of inspecting incoming loads for the presence of prohibited or unauthorized waste.
- 7.3.2.3 Methods for managing and transporting for disposal at an authorized site each of the prohibited wastes listed in Section 5 if they are discovered at the Facility; and
- 7.3.2.4 With respect to petroleum-contaminated soils, procedures and methods for determining what kinds or types of soils will be accepted at the facility, which procedures and methods shall include a testing regimen sufficient to prevent hazardous or otherwise unacceptable materials from entering the facility.
- 7.3.3 All authorized wastes received at the facility must, within 48 hours from receipt, be either (1) processed or appropriately stored or (2) properly disposed of.
- 7.3.4 Upon discovery, all prohibited wastes shall be removed or managed in accordance with Section 7.3.2.3 of this Agreement.
- 7.3.5 Sorting and processing areas shall be cleaned at the end of each operating day.
- 7.3.6 All vehicles and devices transferring or transporting solid waste from the facility shall be constructed, maintained, and operated to prevent leaking, spilling, or blowing of solid waste on-site or while in transit.
- 7.3.7 The Franchisee shall not mix any source separated recyclable materials brought to the Facility with any other solid wastes. Materials recovered at the Facility may be combined with source-separated recyclable materials for shipment to markets.
- 7.3.8 The Franchisee shall not dispose of any uncontaminated source-separated recyclable materials brought to the Facility. All source-separated recyclable materials shall be reused or recycled.
- 7.3.9 All loaded trucks coming to or leaving the facility must be covered, or suitably cross-tied to prevent any material from blowing off the load during transit.

- 7.3.10 All recovered materials and processing residuals must be stored in bales, drop boxes or otherwise suitably contained. Material storage areas must be maintained in an orderly manner and kept free of litter. Stored materials shall be removed at sufficient frequency to avoid creating nuisance conditions or safety hazards.
- 7.3.11 Contaminated water and sanitary sewage generated on-site shall be disposed of in a manner complying with local, state and federal laws and regulations..
- 7.3.13 Public access to the solid waste processing and recovery facility shall be controlled as necessary to prevent unauthorized entry and dumping.

7.4 Environmental Protection Requirements

- 7.4.1 Franchisee shall respond to all citizen complaints on environmental issues (including, but not limited to, blowing debris, fugitive dust or odors, and vectors). If Franchisee receives a complaint, Franchisee shall:
 - 7.4.1.1 attempt to respond to that complaint within one business day, or sooner as circumstances may require
 - 7.4.1.1.1 Franchisee shall document and retain unsuccessful attempts.
 - 7.4.1.2 log all such complaints by name, date, time and nature of complaint.
 - 7.4.1.2.1 Franchisee shall retain each entry in this log for one year.
- 7.4.2 With respect to the control of blowing or airborne debris, Franchisee shall:
 - 7.4.2.1 Keep all areas within the site and [insert description of specific area around site recommended by pertinent local government authority] free of litter and debris;
 - 7.4.2.2 Patrol the Facility and [insert description of specific patrol area recommended by pertinent local government authority] daily;
- 7.4.3 With respect to odor, dust and noise control, the Franchisee shall:
 - 7.4.3.1 Control odor and dust on and from the site by use of installed dust control and odor systems whenever excessive dust and odor occur, or at the direction of Metro. Alternative dust and odor control measures may be performed by the Franchisee with Metro approval.
 - 7.4.3.2 Comply with applicable local, state and federal laws and regulations..

- 7.4.3.3 Take specific measures to control odors in order to avoid or prevent any violation of this Agreement, which measures include (but are not limited to) adherence to the contents of the odor minimization plan set forth in Section 7.4.3.4.
- 7.4.3.4 Before the facility begins operating, submit an odor minimization plan to Metro. This plan shall include (but not be limited to) methods to minimize, manage, and monitor all odors of any derivation. The plan shall include (1) a management plan for malodorous loads, (2) procedures for receiving and recording odor complaints, (3) procedures for immediately investigating any odor complaints in order to determine the cause of odor emissions, and (4) promptly remedying any odor problem at the Facility.
- 7.4.4 With respect to vector control, the Franchisee shall operate the processing facility in a manner that is not conducive to rodents or insects. If rodent or insect activity becomes apparent, Franchisee shall initiate and implement supplemental vector control measures approved by Metro at Franchisee's own cost.
- 7.4.5 The Franchisee shall operate and maintain the facility to prevent contact of solid wastes with stormwater runoff and precipitation.

7.5 Processing and Recovery Requirements for "Dry, Non-Putrescible Wastes"

- 7.5.1 Franchisee shall attain and maintain a recovery rate of 45 percent for all Incoming Type B Material (authorized under Section 5.1 of this Agreement) entering the facility. If Franchisee's recovery rate is between 35 percent and 45 percent, it will be considered to be in compliance with this Agreement, but subject to a higher user fee, per Section 7.5.2.3 and the schedule attached to this Agreement as Exhibit B, than the fee at a 45 percent or greater recovery rate.
- 7.5.2 Calculation of Recovery Rates and Associated Fee
- 7.5.2.1 The recovery rate will be calculated by use of a three-month rolling average. Exhibit A attached hereto and the example in section 7.5.2.4 together reflect the controlling details of the calculation process.
- 7.5.2.2 New franchised Solid Waste Processing and Recovery Facilities must attain a 35 percent recovery rate by the end of the third month after commencing operations..
- 7.5.2.3 For each percentage point below a recovery rate of 45 percent Franchisee will pay (100% + X%) of the Metro Regional User Fee to Metro according to the schedule shown in Exhibit B attached to this Agreement..

7.5.2.4 The recovery rate shall not be less than 35%, based on a 3-month rolling average. Failure to achieve this minimum recovery rate shall result in the issuance of a Notice of Non-Compliance per Section 13.1 of this Agreement

7.5.2.5 For the purposes of computing the recovery rate and associated penalties, recycled material placed in inventory [staff is developing specific method to provide operators with flexibility in terms of how the timing of the sale of recovered materials factors into calculation of the recovery rate].

Example of the computation of recovery rates and associated fee schedule

Origin/ Destination	Material Type	Tonnages			
		Month 8	Month 9	Month 10	All Three Months
Incoming	A				
	B				
Outgoing	D				
	E				
	F				
	G				
Recycling Rate = (D-(95% of A))/(D-A+G)					
Additional Recycling Needed To Bring Rate Up To 35%					

8. ANNUAL FRANCHISE FEES

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

9. INSURANCE

9.1 Franchisee shall purchase and maintain the following types of insurance, covering Franchisee, its employees, and agents:

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

9.1.2 Automobile bodily injury and property damage liability insurance.

- 9.2 Insurance coverage shall be a minimum of \$500,000 per occurrence, \$100,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
- 9.3 Metro, its elected officials, departments, employees, and agents shall be named as Additional Insureds. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
- 9.4 Franchisee, its contractors, if any, and all employers working under this Franchise are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

10. INDEMNIFICATION

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

11. SURETY BOND / CONDITIONAL LIEN

Franchisee shall provide a surety bond in the amount of One Hundred Thousand Dollars (\$100,000), or at its option provide a conditional lien on the franchise property in a form satisfactory to Metro.

12. COMPLIANCE WITH LAW

Franchisee shall fully comply with all federal, state, regional and local laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this Franchise, including all applicable Metro Code provisions whether or not those provisions have been specifically mentioned or cited herein.. All conditions imposed on the operation of the Facility by federal, state or local governments or agencies having jurisdiction over the Facility are part of this Franchise by reference as if specifically set forth herein. Such conditions and permits include those attached as exhibits to this Franchise, as well as any existing at the time of issuance of this Franchise and not attached, and permits or conditions issued or modified during the term of this Franchise.

13. METRO ENFORCEMENT AUTHORITY

13.1 The Executive Officer may, upon sixty (60) days prior written notice, direct solid waste away from the Franchisee or limit the type of solid waste that the Franchisee may receive. Such action, or other necessary steps, may be taken to abate a nuisance arising from operation of the Facility or to carry out other public policy objectives. Upon receiving such notice, the Franchisee shall have the right to a contested case hearing pursuant to Code Chapter 2.05. A request for a hearing shall not stay action by the Executive Officer. Prior notice shall not be required if the Executive Officer finds that there is an immediate and serious danger to the public or that a health hazard or public nuisance would be created by a delay.

13.1.1 Metro shall issue the following types of notices of non-compliances under the following conditions:

13.1.1.1 Failure to achieve recovery rates as specified in Section 7.5 of this Agreement shall be enforced according to the following schedule:

Recovery Rate	Enforcement Schedule
30 - 34%	Raise to at least 35% within 90 days
20 - 30%	Raise to at least 30% within 30 days and at least 35% within 90 days
less than 20%	Suspension of franchise

*A recovery rate between 35% and 45% shall not be grounds for a notice of non-compliance nor is it considered a violation of this Agreement.

13.1.1.2 Failure to adhere to operating procedures in Sections 7.1, 7.2, 7.3 and 7.4 of this Agreement shall be enforced according to the following schedule:

Violation	Penalty
1st incident in 12-month-period	Additional inspections and oversight
2nd incident in 12-month period	\$500 per violation, plus additional inspections and oversight.
3rd incident in 12-month period	Suspension of franchise

13.2 Authorized representatives of Metro shall be permitted access to the premises of the Facility at all reasonable times, without prior notice, for the purpose of making inspections and carrying out other necessary functions related to this Franchise. Access to inspect is authorized during all working hours and at other reasonable times with 24 hours notice.:

- 13.3 The power and right to regulate, in the public interest, the exercise of the privileges granted by this Franchise shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such legal requirements against Franchisee.
- 13.4 At a minimum, Metro may exercise the following oversight rights in the course of administering this Agreement: (1) perform a random on-site inspection no fewer than six (6) times per year, (2) conduct an annual franchise audit to assess compliance with operating requirements in this Agreement, (3) conduct an annual audit of inventory and billing records, (4) analyze monthly transaction data, (5) invoice Franchisee for any fees or penalties arising under this Agreement, (6) perform noncompliance investigations, (7) sort incoming and outgoing loads periodically to assess percentage of recoverable material being received and disposed, and (8) maintain regular contact with the Franchisee.
- 13.5 Nothing in this Agreement shall be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in the Metro Code, nor shall this Agreement be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any individual or group of individuals within its jurisdiction, notwithstanding any incidental impact that such ordinances may have upon the terms of this Agreement or the Franchisee's operation of the Facility.

14. DISPOSAL RATES AND FEES

- 14.1 [deleted]
- 14.2 Franchisee is exempted from collecting and remitting Metro Fees on waste received at the Facility in conformance with this Agreement. Franchisee is fully responsible for paying all costs associated with disposal (including Metro Regional User Fee and Excise Tax) of residue generated at the Facility. If Franchisee obtains authorization to dispose of residue at a facility that has not been "Designated" by Metro, Franchisee shall remit to Metro the Metro Regional User Fee (currently \$17.50 per ton) and applicable Excise Taxes on all waste disposed of at the non-designated facility.
- 14.3 Disposal of waste and waste residue shall be at a designated facility under the Metro Code or under authority of a non-system license issued by Metro.

- 14.4 Franchisee shall establish uniform rates to be charged for all loads accepted at the Facility. To minimize potential customer conflicts regarding the recoverability of loads, the Franchisee shall minimize the number of rate categories and shall not change the rates during an operating day. Franchisee shall establish objective criteria and standards for acceptance of loads. Franchisee shall also establish an appeal procedure to adjudicate decisions to reject individual loads or types of loads. The Franchisee shall submit these criteria and standards, and shall likewise submit its appeal procedure, to Metro for Metro approval prior to operation of the Facility, which approval shall not be unreasonably withheld.

15. GENERAL CONDITIONS

- 15.1 Franchisee shall be responsible for ensuring that its contractors and agents operate in complete compliance with the terms and conditions of this Franchise.
- 15.2 Neither the parent company of the Franchisee nor its subsidiaries nor any other solid waste facilities under its control shall knowingly accept Metro area solid waste at any of its non-designated facilities, except as authorized by non-system licenses issued by Metro.
- 15.3 The granting of this Franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste during the term of the Franchise.
- 15.3 This Franchise may not be transferred or assigned without the prior written approval of Metro. For purposes of this Section, "transferred" and "assigned" include any changes in ownership or partners as described in Section 4.1
- 15.4 To be effective, a waiver of any term or condition of this Franchise must be in writing, signed by the Executive Officer. Waiver of a term or condition of this Franchise shall not waive nor prejudice Metro's right otherwise to require performance of the same term or condition or any other term or condition.
- 15.5 This Franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon and all pertinent provisions of the Metro Code.
- 15.6 If any provision of the Franchise shall be found invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Franchise shall not be affected.

16. NOTICES

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

[name of individual contact]
[name of franchisee]
[mailing address]
[city, state, zip]

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

[name of individual contact]
Metro Franchise Administrator
Regional Environmental Management Department
Metro
600 N.E. Grand Avenue
Portland, Oregon 97232-2736

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

17. REVOCATION

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

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

18. MODIFICATION

18.1 At any time during the life of this Franchise, either the Executive Officer or the Franchisee may propose amendments or modifications to this Agreement. No amendment or modification shall be effective, however, without the approval of the Metro Council.

18.2 The Executive Officer shall review the franchise annually, consistent with Sections 6.4 and 6.5 of this Agreement, in order to determine whether the Franchise should be changed and whether a recommendation to that effect needs to be made to the Metro Council. While not exclusive, the following criteria and factors may be used by the Executive Officer in making a determination whether to conduct more than one review in a given year:

18.2.1 Franchisee's compliance history;

18.2.2 Changes in volume, waste composition, or operations of the Franchisee;

18.2.3 Changes in local, state, or federal laws or regulations that should be specifically incorporated into this Franchise;

18.2.4 A significant release into the environment from the facility;

18.2.5 A significant change or changes to the approved site development plan and/or conceptual design; or

18.2.6 Any change in ownership that Metro finds material or significant.

18.2.7 Community requests for mitigation of impacts to adjacent property resulting from facility operations.

WASTE MANAGEMENT OF OREGON

METRO

Mike Burton, Metro Executive Officer

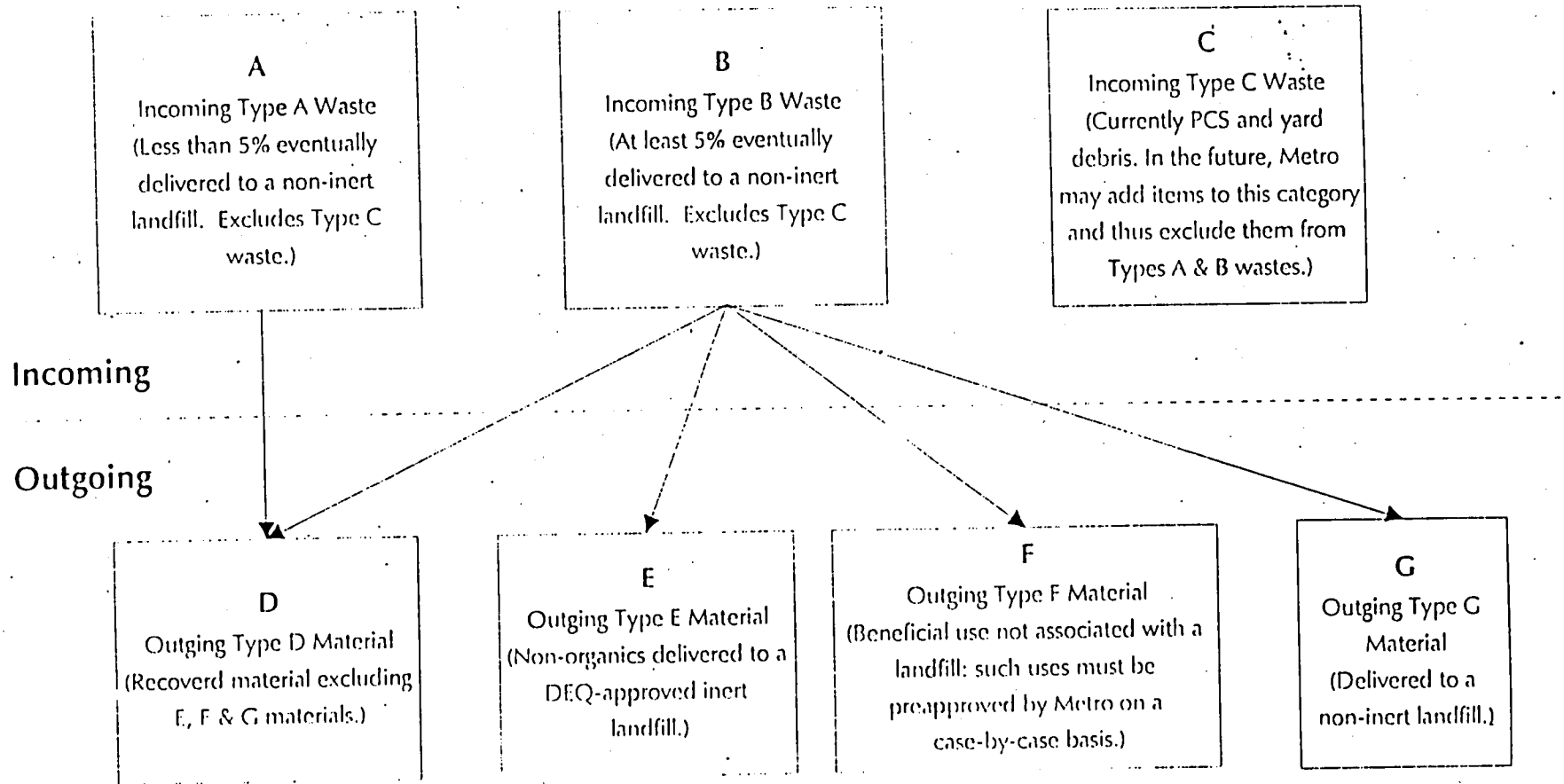
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Exhibit A

Formula for Computing Recovery Rates from Type B Waste

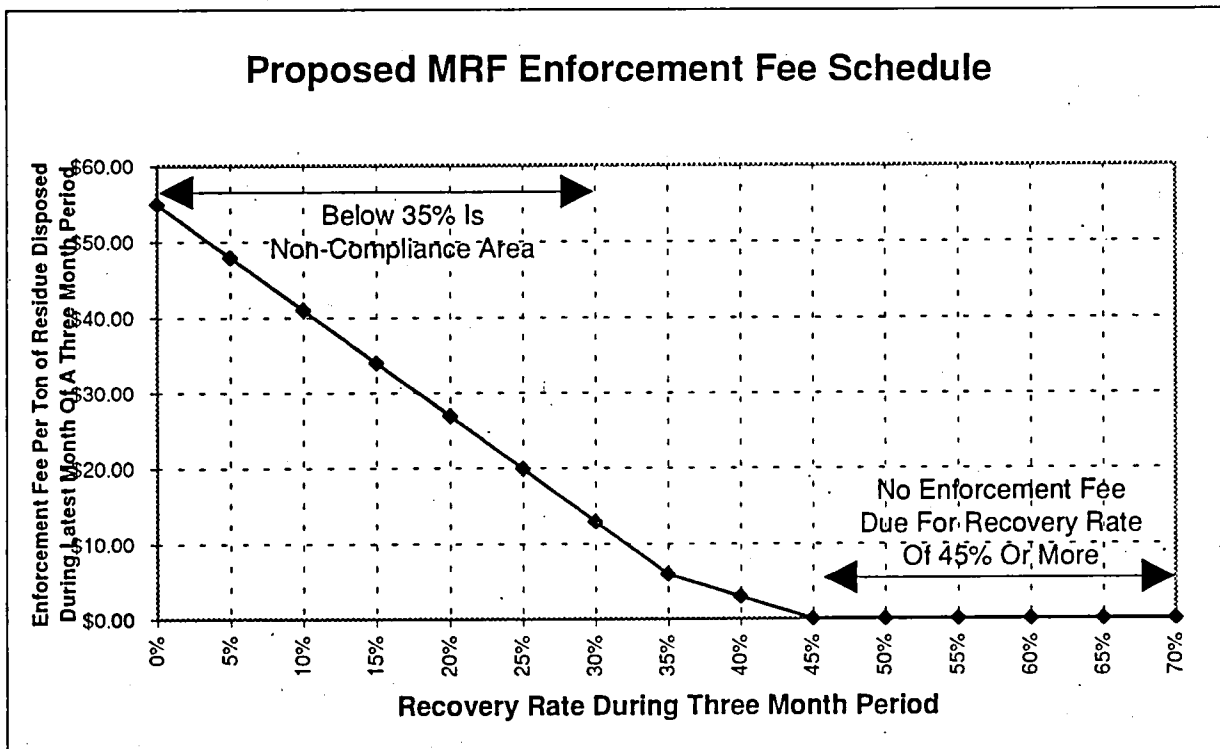


Recovery Rate for Type B Waste = $\frac{\text{Amount of Type B Recovered}}{\text{Amount of Type B Recovered} + \text{Amount of Type B Disposed}}$ = $\frac{(D-.95A)}{(D-.95A) + (G-.05A)}$ = $\frac{D-.95A}{D + G - A}$

EXHIBIT B

Fee Schedule For Enforcement Fees

Recovery Rate	Enforcement Fee Per Ton
0%	\$54.95
5%	\$47.95
10%	\$40.95
15%	\$33.95
20%	\$26.95
25%	\$19.95
30%	\$12.95
35%	\$5.95
40%	\$2.98
45%	\$0.00
50%	\$0.00
55%	\$0.00
60%	\$0.00
65%	\$0.00
70%	\$0.00



Agenda Item 7.1

Ordinance No. 96-631B

*For the Purpose of Adopting the Annual Budget for Fiscal
Year 1996-97, Making Appropriations and Levying Ad Valorem
Taxes, and Declaring an Emergency.*

**Metro Council Meeting
Thursday, June 13, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ADOPTING THE)
ANNUAL BUDGET FOR FISCAL YEAR)
1996-97, MAKING APPROPRIATIONS)
AND LEVYING AD VALOREM TAXES;)
AND DECLARING AN EMERGENCY)

ORDINANCE NO. 96-631B

Introduced by
Mike Burton, Executive Officer

WHEREAS, the Multnomah County Tax Supervising and Conservation Commission held its public hearing on the annual Metro budget for the fiscal year beginning July 1, 1996, and ending June 30, 1997; and

WHEREAS, recommendations from the Multnomah County Tax Supervising and Conservation Commission have been received by Metro (attached as Exhibit A and made a part of the Ordinance) and considered; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The "Fiscal Year 1996-97 Metro Budget," attached hereto as Exhibit B, and the Schedule of Appropriations, attached hereto as Exhibit C, are hereby adopted.

2. The Metro Council does hereby levy ad valorem taxes, as provided in the budget adopted by Section 1 of this Ordinance, for a total amount of TWENTY-TWO MILLION SEVEN HUNDRED NINETEEN THOUSAND SEVEN HUNDRED SIXTY-SEVEN (\$22,719,767) DOLLARS to be levied upon taxable properties within the Metro District as of 1:00 a.m., July 1, 1996. The following allocation and categorization subject to the limits of Section 11b, Article XI of the Oregon Constitution constitute the above aggregate levy.

SEVEN MILLION TWO HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED FORTY-FOUR (\$7,234,444) DOLLARS shall be for the Zoo Operating Fund, said amount authorized in a tax base, said tax base approved by the voters of Metro at a general election held May 15, 1990, and subject to the General Government Limitation.

FIVE MILLION FOUR HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED SIXTY-THREE (\$5,469,663) DOLLARS shall be for the General Obligation Bond Debt Service Fund, said levy needed to repay a portion of the proceeds of the Convention Center Project General Obligation bonds as approved by the voters of Metro at a general election held November 4, 1986. Said levy is excluded from the General Government Limitation

NINE MILLION TWO HUNDRED ONE THOUSAND SIX HUNDRED EIGHTY-TWO (\$9,201,682) DOLLARS shall be for the General Obligation Bond Debt Service Fund, said levy needed to repay a portion of the proceeds of the Open Spaces, Parks and Streams General Obligation bonds; as approved by the voters of Metro at a special election held May 16, 1995. Said levy is excluded from the General Government Limitation.

EIGHT HUNDRED THIRTEEN THOUSAND NINE HUNDRED SEVENTY-EIGHT(\$813,978) DOLLARS shall be for the General Obligation Bond Debt Service Fund, said levy, pending voter approval, is needed to repay a portion of the proceeds of the Zoo Capital Project general obligation bonds. The Zoo Capital Project general obligation bonds are to be presented to the voters of the Metro region at a special election to be held September 17, 1996. Said levy is to be excluded from the General Government Limitation.

SUMMARY OF AD VALOREM TAX LEVY

	Subject to the General Government <u>Limitation</u>	Excluded from <u>the Limitation</u>
Zoo Tax Base	\$7,234,444	
Convention Center Gen'l. Obligation Bonds		\$ 5,469,663
Open Spaces Gen'l. Obligation Bonds		9,201,682
Zoo Capital Project Gen'l. Obligation Bonds	<u> </u>	<u>813,978</u>
Category Total	\$7,234,444	\$15,485,323
 TOTAL LEVY	 \$22,719,767	

3. An interfund loan not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) is hereby authorized from the Oregon Convention Center Operating Fund to the Regional Parks and Expo Fund. The loan is needed to fund a portion of the Expo Expansion Capital Project. The loan will be repaid in future years from enterprise revenues generated by the Expo Center. Simple interest shall be paid on the loan amount from the date of draw based on Metro's monthly pooled investment yield as calculated by the Department of Administrative Services.

4. In accordance with Section 2.02.125 of the Metro Code, the Metro Council hereby authorizes personnel positions and expenditures in accordance with the Annual Budget adopted by Section 1 of this Ordinance, and hereby appropriates funds for the fiscal year beginning July 1, 1996, from the funds and for the purposes listed in the Schedule of Appropriations, Exhibit C.

5. Pursuant to Metro Code 2.04.026(b) the Council designated the contracts which have significant impact on Metro for FY 1996-97 and their designations as shown in Exhibit E, attached hereto.

6. The Executive Officer shall make the following filings as provided by ORS 294.555 and ORS 310.060:

a. Multnomah County Assessor

- 1) An original and one copy of the Notice of Levy marked Exhibit D, attached hereto and made a part of this Ordinance.
- 2) Two copies of the budget document adopted by Section 21 of this Ordinance.
- 3) A copy of the Notice of Publication required by ORS 294.421.
- 4) Two copies of this Ordinance.

b. Clackamas and Washington County Assessor and Clerk

- 1) A copy of the Notice of Levy marked Exhibit D.
- 2) A copy of the budget document adopted by Section 21 of this Ordinance.
- 3) A copy of this Ordinance.
- 4) A copy of the Notice of Publication required by ORS 294.421.

7. This Ordinance being necessary for the health, safety, or welfare of the Metro area, for the reason that the new fiscal year begins July 1, 1996, and Oregon Budget Law requires the adoption of a budget prior to the beginning of the fiscal year, an emergency is declared to exist and the Ordinance takes effect upon passage.

ADOPTED by the Metro Council on this _____ day of June, 1996.

Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

KR:rs

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STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 96-631B ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 1996-97, MAKING APPROPRIATIONS AND LEVYING AD VALOREM TAXES; AND DECLARING AN EMERGENCY

Date: June 7, 1996

Presented by: Jennifer Sims

FACTUAL BACKGROUND AND ANALYSIS

Oregon Local Budget Law in ORS 294.435 provides for the governing body of the local government to increase expenditures by not more than ten percent of the published total in each or any fund. On June 5, 1996, the Metro Finance Committee reviewed certain technical adjustments to the Approved Budget for fiscal year 1996-97. These technical adjustments are within the ten percent increase allowed by law. The committee approved the adjustments as submitted by staff in two memos dated June 5, 1996, attached hereto for reference.

The Finance Committee also approved adding certain contracts to the list of contracts having significant impact and requiring Council review and approval prior to execution, in accordance with Metro Code Section 2.04.026. The additional contracts are listed in a memo submitted by Councilor McFarland (attached for reference), and the following contracts as requested by Councilor McLain: Regional Framework Mailer; Martin Luther King Jr. Blvd. Planning; and RUGGO and 2040 Growth Concept.

On June 6, 1996, the Tax Supervising and Conservation Commission (TSCC) held a public hearing to review the approved budget and to receive public comment on the budget. At the conclusion of the hearing the TSCC provided staff with a letter certifying the budget. A copy of this letter is attached as Exhibit A to Ordinance No. 96-631B.

Staff has requested an extension for filing tax levy forms to Clackamas, Multnomah, and Washington Counties to include the impact of either the passage or failure of a ballot measure scheduled for the ballot on September 17, 1996. This ballot measure is for the issuance of \$28.8 million of general obligation bonds for capital construction at the Metro Washington Park Zoo. Copies of the correspondence to the counties are attached to the ordinance as part of Exhibit D.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 96-631B adopting the annual budget for fiscal year 1996-97 and levying ad valorem taxes.

JS:CY:rs

Attc.



METRO

To: All Councilors

From: Councilor Ruth McFarland

A handwritten signature in black ink, appearing to read 'Ruth McFarland', written over the 'From:' line.

Date: June 5, 1996

Re: Changes In the Proposed FY 96-97 Contract List

ADDITIONS

I have reviewed the proposed contract list for the Regional Environmental Management Department and have identified five contracts that I would like to have identified as "significant impact" and subject to Council approval. These include:

- 1) Government grant program. During the current fiscal year, Metro initiated a recycling grant program for local governments other than cities and counties. This \$100,000 program would be continued in the FY 96-97 budget. The grants for the current year fiscal year were reviewed and approved by the Council. I would recommend that the practice of Council review and approval be continued and that the grant awards be designated as significant impact contracts.
- 2) Business Recycling Grant Program. This program will be entering its third funding cycle in FY 96-97. The Council has reviewed and approved the proposed grants during the first two funding cycles, and I would recommend that this practice be continued.
- 3) Engineering/Architectural Services/Metro Central. During FY 96-97, REM will be contracting for engineering and architectural services at both transfer stations to examine the feasibility of making certain physical changes to improve station operations. The specific types of changes that will be examined has not yet been determined. The proposed contract list identified the Metro South contract as significant impact, but the Metro Central was not so identified. Based on the yet to be defined nature of these contracts and the similarity of their purpose, I would recommend that they both be identified as significant impact contracts.
- 4) Metro South Truck Wash. Metro has encountered a series of problems in developing and installing a workable truck wash facility at Metro Central. The FY 96-97 includes a contract to install a similar facility at Metro South. Due to the difficulties at Metro Central and the potential for installation-related cost overruns, I would recommend that the Council review and approve the contract for the Metro South facility.
- 5) Native Vegetation at the St. Johns Landfill. The proposed budget includes a contract for the installation of native vegetation at the St. Johns Landfill. I believe that the use of appropriate

local vegetation at the landfill site is a critical element of an effective closure plan. The council has reviewed and approved all other major contracts related to the landfill and the successful planting of ground cover at the landfill will be important in insuring that the site can be properly maintained in the future. I would recommend that this contract be designated as significant impact.

DELETIONS

In addition, I would recommend that two contracts that the significant impact designation be removed for two contracts. These are:

- 1) Temporary Clerical Services at St. Johns Landfill. Funds have been budgetted for clerical assistance at the St. Johns Landfill during each construction season since the closure project began. Contracts for these services have never been reviewed by the Council, I do not believe that there are any particular concerns or reasons that would justify a need for Council review.
- 2) Repair/Replacement of Capital Assets. An amount of funding (\$250,000) is placed in the budget each year to pay for unanticipated repair and replacement of capital assets. Funds from this allocation are generally spent in small amounts (less than \$15,000). The proposed contract list identified the allocation as a significant impact contract based on the assumption that the funds be allocated in a single amount as a single contract. Since the funds are spent in smaller amounts that would not be of significant impact, I would recommend that the significant impact designation be removed.

TAX SUPERVISING & CONSERVATION COMMISSION
MULTNOMAH COUNTY, OREGON

June 6, 1996

724 Mead Building 421 S.W. Fifth Avenue
 Portland, Oregon 97204-2189 Voice (503) 248-3054
 FAX (503) 248-3053 E Mail TSCC@aol.com

Councilors

Metro

600 NE Grand Avenue
 Portland, Oregon 97232

Dear Council Members:

The Tax Supervising and Conservation Commission met on June 6, 1996 to review, discuss and conduct a public hearing on the Metro 1996-97 Annual Budget. This hearing was conducted pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support the efficient and economical administration of the district.

The 1996-97 budget, filed May 15, 1996, is hereby certified by majority vote of members of the Commission with no objections and the following recommendations. Aside from the exceptions noted, estimates were judged to be reasonable for the purpose shown and the document was found to be in substantial compliance with the law.

Recommendations:

1. Use of Open Spaces Bond Proceeds

-Several budgeted Open Spaces fund expenditures appear to be for operating purposes. For example, \$139,357 is budgeted for maintenance and repairs services, \$16,320 for liability insurance charges and \$71,143 for Regional Parks and Expo fund land banking operating costs. It's our understanding that the maintenance and repairs services costs relate to property securing / stabilization, and that the \$71,143 transfer is and indirect reimbursement of bond issue costs. We recommend you re-label expenditure and transfer names so that their function is more accurately described.

2. Interfund Loan

-The approved budget includes a \$500,000 loan from the Convention Center to Regional Parks and Expo fund. Local budget law requires that loans not repaid in the year of advance be returned (and budgeted as a requirement) to the fund from which it was borrowed by the end of the ensuing year. We mention this for your information.

3. Intergovernmental Revenues

-It's our understanding that the receipt of some budgeted grant revenues are not certain. Since the budget is only a plan, what's important isn't the individual amounts, but rather their accuracy in total. We recommend you simply continue to closely monitor grant revenues as they relate to plan. If receipt is contingent upon a future occurrence, it may be prudent to postpone expenditure until the grant award is certain.

Commissioners

Richard Anderson, Anthony Jankans, Roger McDowell,
 Charles Rosenthal, Ann Sherman

Budget estimates and levy amounts certified are as follows:

General Fund	\$ 8,133,191
Unappropriated Balance	(200,000)
Risk Management Fund	7,905,176
Unappropriated Balance	(6,361,839)
Support Services Fund	10,272,038
Unappropriated Balance	(357,971)
Building Management Fund	2,968,226
Unappropriated Balance	(659,659)
Solid Waste Revenue Fund	88,922,829
Unappropriated Balance	(15,715,803)
Oregon Convention Center Operating Fund	23,896,702
Unappropriated Balance	(723,540)
General Revenue Bond Fund	6,343,096
Unappropriated Balance	(1,883,720)
General Obligation Bond Debt Service Fund	27,940,221
Unappropriated Balance	(11,309,138)
Zoo Operating Fund	21,509,728
Unappropriated Balance	(6,096,561)
Planning Fund	21,758,619
Unappropriated Balance	(30,000)
Regional Parks & Expo Fund	23,650,212
Unappropriated Balance	(1,878,534)
Management Pool - Expo Rec. Commission Admin. Fund	719,603
Spectator Facility Operating Fund	12,578,581
Unappropriated Balance	(2,333,722)
Coliseum Operating Fund	45,556
Zoo Capital Fund	32,300,498
Unappropriated Balance	(24,735,498)
Open Spaces Fund	123,654,831
Unappropriated Balance	(42,525,102)
Convention Center Project Capital Fund	320,890
Unappropriated Balance	(120,000)
Convention Center Renewal & Replacement Fund	2,742,578
Unappropriated Balance	(2,742,578)
Regional Parks Trust Fund	365,332
Unappropriated Balance	(330,526)
Rehabilitation & Enhancement Fund	2,558,287
Unappropriated Balance	(1,449,145)
Smith & Bybee Lakes Fund	3,003,750
Unappropriated Balance	<u>(2,589,235)</u>
Total Budget Estimates	\$421,589,944
Total Unappropriated Balances	(122,042,571)

Budget estimates and levy amounts certified -continued:

Tax Levy:

Zoo Operating - Tax Base	\$ 7,234,444
Debt Service - Not Subject to Limit	<u>15,485,323*</u>
Total Tax Levy	\$ 22,719,767

*\$813,978 of levy-in contingent upon September '96 voter approval.


Please file a copy of the adopted budget and supporting documentation within 15 days of adoption. This filing should include a copy of the budget, a copy of each LB form, proof of publication and the adopting resolutions. Responses to Commission recommendations should be included in either the adopting resolution, or within an accompanying letter.

Finally, we extend thanks to staff for their efforts and assistance. Metro's budget document is well laid out and quite easy to follow.


Please give us a call if we can assist in any way.

Yours very truly,


TAX SUPERVISING & CONSERVATION COMMISSION




Richard Anderson, Commissioner



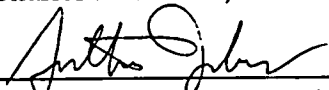
Ann Sherman, Commissioner



Roger McDowell, Commissioner



Charles Rosenthal, Commissioner



Anthony Jankans, Commissioner

CW:pj



METRO

Date: June 10, 1996

To: Metro Council

From: Mike Burton, Executive Officer

Re: RESPONSE TO FY 1996-97 TSCC CERTIFICATION LETTER

Metro is in receipt of letter dated June 6, 1996, from the Tax Supervising and Conservation Commission reporting the results of the Commission's review of Metro's Approved Budget. This review was performed under the provisions of Oregon Revised Statutes 294.605 through 294.705. The law provides, in part, that the Commission must review Metro's approved budget prior to the date Metro adopts its budget.

The Commission has certified Metro's approved budget for the fiscal year 1996-97, and has made three recommendations regarding Metro's budget and its financial policies. Metro's responses to the Commission recommendations are as follows:

1. Use of Open Spaces Bond Proceeds: – Several budgeted Open Spaces fund expenditures appear to be for operating purposes. For example, \$139,357 is budgeted for maintenance and repairs services, \$16,320 for liability insurance charges and \$71,143 for Regional Parks and Expo fund land banking costs. It's our understanding that the maintenance and repairs services relate to property securing/stabilization, and that the \$71,143 transfer is indirect reimbursement of bond issuance costs. We recommend you re-label expenditure and transfer names so that their function is more accurately described.

Response:

The expenditures that the TSCC have identified are for site acquisition and stabilization or are for reimbursement of bond issuance and development costs. They are not operating costs. Metro's accounting staff will work with our auditors to determine the best way to portray these costs.

2. Interfund Loan –. The approved budget includes a \$500,000 loan from the Convention Center to Regional Parks and Expo fund. Local budget law requires that loans not repaid in the year of advance be returned (and budgeted as a requirement) to the fund from which it was borrowed by the end of the ensuing year. We mention this for your information.

Response:

Metro recognizes that this is an interfund loan, and its repayment will be budgeted in FY 1997-98 as required by Local Budget Law.

3. *Intergovernmental Revenue Estimates – It's our understanding that the award/receipt of various budgeted intergovernmental revenues is uncertain. Since the budget is only a plan, what's important isn't so much the individual estimates, but rather their accuracy in total. We recommend you simply continue to closely monitor grant revenues as they relate to plan. If receipt is contingent upon a future occurrence, it may be prudent to postpone expenditure until the grant award is certain.*

Response:

Metro recognizes that the budget is only a plan and closely monitors all revenues for actual amounts received in comparison to budget. The Transportation Department is the most heavily dependent on grant awards. The Department's grants management section closely monitors the award and receipt of grants on a monthly basis.

Ordinance No. 96-631B, For the Purpose of Adopting the Annual Budget for Fiscal Year 1996-97, Making Appropriations and Levying Ad Valorem Taxes, and Declaring an Emergency.

EXHIBIT B: The FY 1996-97 Approved Budget is too voluminous to reproduced for the purposes of this agenda packet. Copies of the 1996-97 approved budget are available in the Finance Department.

Schedule of Appropriations

GENERAL FUND

Council	
Personal Services	\$753,119
Materials & Services	104,320
Capital Outlay	31,500
<u>Subtotal</u>	<u>888,939</u>
Executive Management	
Personal Services	317,871
Materials & Services	37,908
Capital Outlay	5,900
<u>Subtotal</u>	<u>361,679</u>
Special Appropriations	
Materials & Services	125,000
<u>Subtotal</u>	<u>125,000</u>
General Expenses	
Interfund Transfers	5,894,032
Contingency	663,541
<u>Subtotal</u>	<u>6,557,573</u>
Unappropriated Balance	200,000
<u>Total Fund Requirements</u>	<u>\$8,133,191</u>
SUPPORT SERVICES FUND	
Administrative Services	
Personal Services	\$4,083,629
Materials & Services	1,204,431
Capital Outlay	2,150,724
<u>Subtotal</u>	<u>7,438,784</u>
Office of General Counsel	
Personal Services	486,876
Materials & Services	33,278
Capital Outlay	1,495
<u>Subtotal</u>	<u>521,649</u>
Office of Public and Government Relations	
Personal Services	153,733
Materials & Services	152,424
Capital Outlay	3,900
<u>Subtotal</u>	<u>310,057</u>

SUPPORT SERVICES FUND (continued)

Office of Citizen Involvement	
Personal Services	56,250
Materials & Services	23,438
Capital Outlay	0
<u>Subtotal</u>	<u>79,688</u>
Auditor's Office	
Personal Services	341,678
Materials & Services	107,457
Capital Outlay	7,802
<u>Subtotal</u>	<u>456,937</u>
General Expenses	
Interfund Transfers	739,462
Contingency	367,490
<u>Subtotal</u>	<u>1,106,952</u>
Unappropriated Balance	357,971
<u>Total Fund Requirements</u>	<u>\$10,272,038</u>
BUILDING MANAGEMENT FUND	
Personal Services	\$209,092
Materials & Services	574,938
Capital Outlay	20,000
Interfund Transfers	1,461,993
Contingency	42,544
Unappropriated Balance	659,659
<u>Total Fund Requirements</u>	<u>\$2,968,226</u>
RISK MANAGEMENT FUND	
Personal Services	\$210,855
Materials & Services	1,120,782
Capital Outlay	11,700
Contingency	200,000
Unappropriated Balance	6,361,839
<u>Total Fund Requirements</u>	<u>\$7,905,176</u>

Schedule of Appropriations

GENERAL REVENUE BOND FUND

Construction Account	
Capital Outlay	\$49,540
Subtotal	<u>49,540</u>

Project Account	
Capital Outlay	2,375,000
Subtotal	<u>2,375,000</u>

Debt Service Account	
Debt Service	1,787,057
Subtotal	<u>1,787,057</u>

General Expenses	
Interfund Transfers	0
Contingency	247,779
Subtotal	<u>247,779</u>

Unappropriated Balance 1,883,720

Total Fund Requirements \$6,343,096

ZOO OPERATING FUND

Personal Services	\$7,892,576
Materials & Services	4,741,429
Capital Outlay	710,470
Interfund Transfers	1,481,012
Contingency	744,180
Unappropriated Balance	6,096,561

Total Fund Requirements \$21,666,228

ZOO CAPITAL FUND

Materials & Services	\$125,000
Capital Outlay	2,400,000
Interfund Transfers	40,000
Contingency	5,000,000
Unappropriated Balance	24,735,498

Total Fund Requirements \$32,300,498

SOLID WASTE REVENUE FUND

Operating Account	
Personal Services	\$6,050,720
Materials & Services	43,423,548
Subtotal	<u>49,474,268</u>

SOLID WASTE REVENUE FUND (continued)

Debt Service Account	
Debt Service	2,666,874
Subtotal	<u>2,666,874</u>

Landfill Closure Account	
Materials & Services	2,525,763
Subtotal	<u>2,525,763</u>

Renewal and Replacement Account	
Capital Outlay	414,000
Subtotal	<u>414,000</u>

General Account	
Capital Outlay	1,034,534
Subtotal	<u>1,034,534</u>

Master Project Account	
Debt Service	350,000
Subtotal	<u>350,000</u>

General Expenses	
Interfund Transfers	3,583,114
Contingency	13,056,286
Subtotal	<u>16,639,400</u>

Unappropriated Balance 15,824,703

Total Fund Requirements \$88,929,542

REHABILITATION & ENHANCEMENT FUND

Materials & Services	\$766,958
Interfund Transfers	42,184
Contingency	300,000
Unappropriated Balance	1,449,145

Total Fund Requirements \$2,558,287

PLANNING FUND

Transportation Department	
Personal Services	\$3,506,125
Materials & Services	9,138,538
Capital Outlay	2,469,000
Subtotal	<u>15,113,663</u>

Schedule of Appropriations

PLANNING FUND (continued)

Growth Management Services	
Personal Services	2,022,474
Materials & Services	1,777,130
Capital Outlay	90,903
Subtotal	<u>3,890,507</u>
General Expenses	
Interfund Transfers	1,997,772
Contingency	727,204
Subtotal	<u>2,724,976</u>
Unappropriated Balance	30,000
Total Fund Requirements	<u>\$21,759,146</u>

REGIONAL PARKS AND EXPO FUND

Regional Parks and Greenspaces	
Personal Services	\$2,004,744
Materials & Services	1,473,623
Capital Outlay	1,898,100
Subtotal	<u>5,376,467</u>
Expo Center	
Personal Services	830,977
Materials & Services	2,197,101
Debt Service	150,000
Capital Outlay	12,210,500
Subtotal	<u>15,388,578</u>
General Expenses	
Interfund Transfers	763,415
Contingency	568,997
Subtotal	<u>1,332,412</u>
Unappropriated Balance	1,868,482
Total Fund Requirements	<u>\$23,965,939</u>

SMITH AND BYBEE LAKES TRUST FUND

Personal Services	\$64,026
Materials & Services	166,114
Capital Outlay	131,190
Interfund Transfers	44,324
Contingency	50,311
Unappropriated Balance	2,589,235
Total Fund Requirements	<u>\$3,045,200</u>

REGIONAL PARKS TRUST FUND

Materials & Services	\$30,000
Interfund Transfers	4,806
Unappropriated Balance	330,526
Total Fund Requirements	<u>\$365,332</u>

OPEN SPACES FUND

Personal Services	\$1,060,871
Materials & Services	19,104,785
Capital Outlay	18,603,016
Interfund Transfers	2,361,624
Contingency	40,000,000
Unappropriated Balance	42,525,102
Total Fund Requirements	<u>\$123,655,399</u>

CONVENTION CENTER PROJECT CAPITAL FUND

Capital Outlay	\$200,890
Unappropriated Balance	120,000
Total Fund Requirements	<u>\$320,890</u>

GENERAL OBLIGATION BOND DEBT SERVICE FUND

Debt Service	\$16,631,083
Unappropriated Balance	11,309,138
Total Fund Requirements	<u>\$27,940,221</u>

METRO ERC ADMINISTRATION FUND

Personal Services	\$495,569
Materials & Services	156,591
Capital Outlay	34,800
Contingency	32,643
Total Fund Requirements	<u>\$719,603</u>

Schedule of Appropriations

OREGON CONVENTION CENTER OPERATING FUND

Personal Services	\$4,122,154
Materials & Services	6,992,746
Capital Outlay	785,736
Interfund Transfers	10,605,059
Contingency	667,467
Unappropriated Balance	723,540

Total Fund Requirements **\$23,896,702**

OREGON CONVENTION CENTER RENEWAL & REPLACEMENT FUND

Unappropriated Balance	\$2,742,578
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Total Fund Requirements **\$2,742,578**

SPECTATOR FACILITIES OPERATING FUND

Personal Services	\$5,492,170
Materials & Services	3,016,005
Capital Outlay	436,617
Interfund Transfers	813,157
Contingency	486,910
Unappropriated Balance	2,333,722

Total Fund Requirements **\$12,578,581**

COLISEUM OPERATING FUND

Materials & Services	\$45,556
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Total Fund Requirements **\$45,556**

TOTAL REQUIREMENTS **\$422,111,428**

NOTICE OF PROPERTY TAX LEVY

Clackamas, Multnomah To assessor of and Washington County

- File no later than JULY 15. Be sure to read instructions in the 1996-97 Notice of Property Tax Levy Forms and Instructions booklet.

Check here if this is an amended form.

On June 13, 1996, the Council of Metro, Clackamas, Multnomah and Washington Municipal Corporation, Oregon, levied taxes as follows: 600 NE Grand Avenue, Portland, OR 97232-2736. Jennifer Sims, Chief Financial Officer, (503) 797-1626, May 10, 1996.

PART I: TOTAL PROPERTY TAX LEVY

Table with 6 rows and 2 columns. Row 1: \$7,234,444; Row 2: 0; Row 3: 0; Row 4: 0; Row 5: 15,485,323; Row 6: \$22,719,767.

PART II: TAX BASE WORKSHEET (If an annexation occurred in the preceding fiscal year, complete Part IV first)

7. VOTED TAX BASE, if any May 15, 1990 Date of Voter Approval Amount Voter Approved 7. \$5,100,000

8. CONSTITUTIONAL LIMITATION — Tax base portion of preceding three levies actually levied.

Table with 2 columns: Actual Amount Levied, Fiscal Year. Row 8a: \$6,074,181, 93-94

Table with 2 columns: Actual Amount Levied, Fiscal Year. Row 8b: \$6,438,631, 94-95

Table with 2 columns: Actual Amount Levied, Fiscal Year. Row 8c: \$6,824,948, 95-96

9. Largest of 8a, 8b, or 8c 9a. \$6,824,948 multiplied by 1.06 = 9b. \$7,234,444. Note: This is a constitutional limitation and can NOT be rounded up. 10. Annexation increase (from Part IV, box 7, on back of form) 11. Adjusted tax base (largest of box 9b plus box 10; or box 7 plus box 10) \$7,234,444

PART III: SCHEDULE OF ALL SPECIAL LEVIES — Enter all special levies on this schedule. If there are more than three levies, attach a sheet showing the information for each.

Table with 7 columns: Type of levy, Purpose, Date voters approved, First year levied, Final year to be levied, Total tax levy authorized per year by voters or rate if tax rate serial or millage levy, Amount of tax levied this year as a result of voter approval.

Enter value used to compute millage levies or tax rate serial levies

1996-97
M-5

**CERTIFICATION TO ASSESSOR
INTENT TO IMPOSE A TAX, FEE, ASSESSMENT, OR CHARGE ON PROPERTY**

Check here if this is an amended form.

• Submit two (2) copies to county assessor no later than July 15.

Certification

Metro District/Agency Name has the responsibility and authority under Oregon Revised Statutes to place this tax, fee, charge, assessment or levy on the tax roll of Clackamas, Multnomah & Washington County Name County under the categories indicated below.

Mike Burton, Executive Officer Contact Person (503) 797-1502 Phone Number May 10, 1996 Date

600 NE Grand Ave., Portland, Oregon 97232-2736 District's Mailing Address

PART 1: Total Property Tax Levy	Education	General Government	Excluded From Limitation	TOTALS
1. Levy within the tax base	0	\$7,234,444	0	\$ 7,234,444
2. One-year levies (outside of tax base)	0	0	0	0
3. School safety net portion	0	0	0	0
4. One-year levies (outside of safety net authority)	0	0	0	0
5. Continuing levies	0	0	0	0
6. Serial levies	0	0	0	0
7. Amount levied for payment of bonded indebtedness	0	0	\$15,485,323	\$15,485,323 <small>(Must equal LB/ED-50 total)</small>
8. Total by category	0	\$7,234,444	\$15,485,323	\$22,719,767
PART 2: Special Assessments, Fees, and Charges <small>Description</small>	Education	General Government	Excluded From Limitation	TOTALS
1. _____				
2. _____				
3. _____				

If fees, charges, or assessments will be imposed on specific property within your district you must attach a complete listing of properties, by assessor's account number, to which fees, charges, or assessments will be imposed. Show the amount of the fees, charges, or assessments uniformly imposed on the properties. If these amounts are not uniform, show the amount imposed on each property. **The authority for putting these assessments on the roll is ORS _____ (must be completed)**



METRO

June 4, 1996

Ray Erland, Director
Clackamas County Assessment and Taxation
168 Warner-Milne Road
Oregon City, OR 97045

Dear Mr. Erland:

On behalf of Metro, I am requesting an extension to September 20, 1996, for the filing of forms LB 50 and M5. Metro has elected to seek voter approval on September 17, 1996, for the issuance of \$28.8 million of general obligation bonds for capital construction at the Metro Washington Park Zoo. This issue, along with our other outstanding long-term debt, has been appropriately accounted for during Metro's normal budgeting process (see the attached Ordinance scheduled for adoption on June 13, 1996). We are sensitive to the ramifications of either passage or failure of the ballot measure and have been in contact with the Multnomah County Tax Supervising and Conservation Commission as well as the Assessment Division on this issue.

We intend to file preliminary information by July 15, 1996, as stated under Oregon Budget Law. In the event of failure of the bond measure, the Metro Council will take immediate action to amend the FY 1996-97 budget and appropriations schedule, and the property tax levy. The earliest date the Council will be able to take this action is Thursday, September 19, 1996. We will notify the Assessor's Office by Friday, September 20, 1996, either affirming the levy submitted by July 15, 1996, or amending the budget and debt levy in the event of failure.

If you have questions or need additional information, please contact Jennifer Sims, Chief Financial Officer, at 797-1626, or Craig Prosser, Financial Planning Manager, at 797-1566.

Sincerely,


Mike Burton
Executive Officer

MB:JS:KR:rs
Attachment

cc: Jon Kvistad, Council Presiding Officer
Rod Monroe, Councilor, Chair Council Finance Committee
Jennifer Sims, Chief Financial Officer
Craig Prosser, Financial Planning Manager
Kathy Rutkowski, Budget Coordinator

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METRO

June 4, 1996

Janice Druian, Director
Multnomah County Assessment and Taxation
Commonwealth Building, Room 200
421 SW Sixth Avenue
Portland, OR 97204

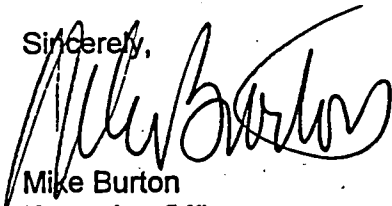
Dear Ms. Druian:

On behalf of Metro, I am requesting an extension to September 20, 1996, for the filing of forms LB 50 and M5. Metro has elected to seek voter approval on September 17, 1996, for the issuance of \$28.8 million of general obligation bonds for capital construction at the Metro Washington Park Zoo. This issue, along with our other outstanding long-term debt, has been appropriately accounted for during Metro's normal budgeting process (see the attached Ordinance scheduled for adoption on June 13, 1996). We are sensitive to the ramifications of either passage or failure of the ballot measure and have been in contact with the Multnomah County Tax Supervising and Conservation Commission as well as the Assessment Division on this issue.

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If you have questions or need additional information, please contact Jennifer Sims, Chief Financial Officer, at 797-1626, or Craig Prosser, Financial Planning Manager, at 797-1566.

Sincerely,



Mike Burton
Executive Officer

MB:JS:KR:rs
Attachment

cc: Jon Kvistad, Council Presiding Officer
Rod Monroe, Councilor, Chair Council Finance Committee
Jennifer Sims, Chief Financial Officer
Craig Prosser, Financial Planning Manager
Kathy Rutkowski, Budget Coordinator

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METRO

June 4, 1996

Jerry Hanson, Director
Washington County Assessment and Taxation
155 N. First Avenue
Hillsboro, OR 97124

Dear Mr. Hanson:

On behalf of Metro, I am requesting an extension to September 20, 1996, for the filing of forms LB 50 and M5. Metro has elected to seek voter approval on September 17, 1996, for the issuance of \$28.8 million of general obligation bonds for capital construction at the Metro Washington Park Zoo. This issue, along with our other outstanding long-term debt, has been appropriately accounted for during Metro's normal budgeting process (see the attached Ordinance scheduled for adoption on June 13, 1996). We are sensitive to the ramifications of either passage or failure of the ballot measure and have been in contact with the Multnomah County Tax Supervising and Conservation Commission as well as the Assessment Division on this issue.

We intend to file preliminary information by July 15, 1996, as stated under Oregon Budget Law. In the event of failure of the bond measure, the Metro Council will take immediate action to amend the FY 1996-97 budget and appropriations schedule, and the property tax levy. The earliest date the Council will be able to take this action is Thursday, September 19, 1996. We will notify the Assessor's Office by Friday, September 20, 1996, either affirming the levy submitted by July 15, 1996, or amending the budget and debt levy in the event of failure.

If you have questions or need additional information, please contact Jennifer Sims, Chief Financial Officer, at 797-1626, or Craig Prosser, Financial Planning Manager, at 797-1566.

Sincerely,


Mike Burton
Executive Officer

MB:JS:KR:rs
Attachment

cc: Jon Kvistad, Council Presiding Officer
Rod Monroe, Councilor, Chair Council Finance Committee
Jennifer Sims, Chief Financial Officer
Craig Prosser, Financial Planning Manager
Kathy Rutkowski, Budget Coordinator

i:\budget\fy96-97\adopted\asmitr.doc

Contracts List

Exhibit E

DEPT	CONTRACT #	VENDOR/DESCRIPTION	TYPE	DURATION	TOTAL AMOUNT OF CONTRACT	FY 1996-97 AMOUNT	COUNCIL DESIGNATION
<u>ADMINISTRATIVE SERVICES</u>							
<i>Financial Planning</i>							
	New	To be determined Financial Advisory Services	PS	2/1/97-TBD	TBD	35,000	S/I
<i>Information Management Services</i>							
	New	To be determined Management Information System (MIS): Hardware/Software/Database	PUB	7/1/96-7/1/97	2,363,716	TBD	S/I
	New	To be determined Temporary Assistance: MIS Project	PS	9/1/96-9/1/98	93,960	46,980	S/I
<u>ZOO</u>							
<i>Visitor Services</i>							
	New	To be determined Construct Crossroads Retail/Food Outlet	CONST	7/1/96-6/30/97	115,500	115,500	S/I
<u>REGIONAL ENVIRONMENTAL MANAGEMENT</u>							
<i>Environmental Services</i>							
	New	To be determined Operation of Metro South	PUB	10/1/96-TBD	TBD	1,190,286	S/I
	New	To be determined Operation of Metro Central	PUB	10/1/96-TBD	TBD	3,820,457	S/I

Contracts List

Exhibit E

DEPT	CONTRACT #	VENDOR/DESCRIPTION	TYPE	DURATION	TOTAL AMOUNT OF CONTRACT	FY 1996-97 AMOUNT	COUNCIL DESIGNATION
<u>REGIONAL ENVIRONMENTAL MANAGEMENT - continued</u>							
<i>Engineering & Analysis</i>							
	New	To be determined Laboratory Services	PS	1/1/97-6/30/99	500,000	60,000	S/I
<i>Waste Reduction & Planning Services</i>							
	New	Various Waste Prevention Grants FY 1996-97	IGA	7/1/96-6/30/97	100,000	100,000	S/I
	New	To be determined Business Development Grants	PS	7/1/96-6/30/97	75,000	75,000	S/I
<i>Engineering & Analysis - General Account</i>							
	New	To be determined Engineering/Architectural Svc: Metro South	PS	7/1/96-6/30/98	100,000	50,000	S/I
	New	To be determined Construction of Latex Processing Building	CONST	TBD-6/30/97	156,000	156,000	S/I
	New	To be determined Installation: Truck Wash	PUB	7/1/96-6/30/97	75,000	75,000	S/I
	New	To be determined Engineering/Architectural Svc: Metro Central	PS	7/1/96-6/30/97	125,000	125,000	S/I
<i>St. Johns Closure</i>							
	New	To be determined Establish Native Vegetation	LM	7/1/96-6/30/98	50,000	25,000	S/I
<u>GROWTH MANAGEMENT SERVICES DEPARTMENT</u>							
	New	To be determined Regional Framework Plan Public Involvement: Communications Consultant	PS	7/1/96-6/30/97	78,000	78,000	S/I
	New	To be determined Regional Framework Mailer: Printing	LM	7/1/96-6/30/97	35,000	35,000	S/I

Contracts List

Exhibit E

DEPT	CONTRACT #	VENDOR/DESCRIPTION	TYPE	DURATION	TOTAL AMOUNT OF CONTRACT	FY 1996-97 AMOUNT	COUNCIL DESIGNATION
<u>GROWTH MANAGEMENT SERVICES DEPARTMENT - continued</u>							
	New	To be determined Martin Luther King Jr. Blvd. Planning	PS	7/1/96-6/30/97	25,000	25,000	S/I
	New	To be determined RUGGO and 2040 Growth Concept: Implementation Services	PS	7/1/96-6/30/97	22,000	22,000	S/I
<u>TRANSPORTATION DEPARTMENT</u>							
	New	To be determined Longitudinal Household Panel Survey	PS	7/1/96-6/30/97	150,000	150,000	S/I
	New	To be determined Model Development: Person Travel	PS	7/1/96-6/30/97	75,000	75,000	S/I
	New	Port of Portland Commodity Flow Model	IGA	7/1/96-6/30/97	60,000	60,000	S/I
	New	To be determined Commodity Flow Model-Survey	PS	7/1/96-6/30/97	212,500	212,500	S/I
	New	To be determined Transit Oriented Devel: Professional Services	PS	7/96-6/97	113,000	95,000	S/I
	New	To be determined Transit Oriented Devel: Land Acquisition	PS	7/96-6/97	2,700,000	2,700,000	S/I
<i>High Capacity Transit</i>							
	New	To be determined South/North Transit Corridor DEIS: Public Involvement	PS	1/96-5/97	150,000	150,000	S/I
	New	To be determined South/North Transit Corridor DEIS: Financial	PS	7/96-6/97	50,000	50,000	S/I
	New	To be determined South/North FEIS: Environmental Services	PS	5/97-7/98	1,250,000	187,500	S/I
	New	To be determined South/North FEIS: Technical Services	PS	5/97-7/98	175,000	26,250	S/I

Contracts List

Exhibit E

DEPT	CONTRACT #	VENDOR/DESCRIPTION	TYPE	DURATION	TOTAL AMOUNT OF CONTRACT	FY 1996-97 AMOUNT	COUNCIL DESIGNATION
<u>TRANSPORTATION DEPARTMENT - continued</u>							
<i>High Capacity Transit - continued</i>							
	New	To be determined South/North FEIS: Public Involvement	PS	5/97-6/98	75,000	11,250	S/I
	New	To be determined South/North FEIS: Station Area Planning	PS	5/97-6/98	200,000	40,000	S/I
	New	To be determined South/North FEIS: Station Area Planning	PS	5/97-7/98	150,000	30,000	S/I
<u>REGIONAL PARKS AND GREENSPACES DEPARTMENT</u>							
<i>Open Spaces Fund</i>							
	New	To be determined Design/Construction: Peninsula Crossing Trail	IGA	7/1/96-6/30/98	1,600,000	80,000	S/I

Agenda Item 8.1

Resolution No. 96-2338

*For the Purpose of Authorizing to Metro Code Chapter 2.04.041(C)
Competitive Bidding Procedures, and Authorizing a Sole Source
Contract with Eastman Kodak Company to Provide Maintenance
and Repair Service on the Kodak 300 Duplicator.*

**Metro Council Meeting
Thursday, June 13 1996**

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96-2338
AN EXEMPTION TO METRO CODE)
CHAPTER 2.04.041 (C), COMPETITIVE) Introduced by Mike Burton
BIDDING PROCEDURES, AND) Executive Officer
AUTHORIZING A SOLE SOURCE)
CONTRACT WITH EASTMAN KODAK)
COMPANY TO PROVIDE MAINTENANCE)
AND REPAIR SERVICE ON THE KODAK)
300 DUPLICATOR)

WHEREAS, Metro owns and utilizes a Kodak 300 duplicator in its Print Shop operations; and

WHEREAS, Eastman Kodak Company is the sole source for the Kodak 300's authorized maintenance and authorized replacement parts; and

WHEREAS, responsive service is critical to the effectiveness, and efficiency of the Print Shop; and

WHEREAS, it is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and will positively impact Print Shop operations; now, therefore,

BE IT RESOLVED THAT

The Metro Contract Review Board hereby exempts the attached contract (Exhibit A attached hereto) with Eastman Kodak Company from the competitive bidding procedures pursuant to Metro Code Chapter 2.04.041 (c) since the Board finds Eastman Kodak Company to be the sole provider of maintenance and repair services for the Kodak 300 duplicator.

ADOPTED by the Metro Contract Review Board this _____ day of _____, 1993.

Joh Kvistad, Presiding Officer

STAFF REPORT

IN CONSIDERATION OF RESOLUTION 96-2338 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041(C), COMPETITIVE BIDDING PROCEDURES AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH EASTMAN KODAK COMPANY TO PROVIDE MAINTENANCE AND REPAIR SERVICE ON THE KODAK 300 DUPLICATOR.

Date: May 14, 1996

Presented by Pam Juett

PROPOSED ACTION:

Adoption of Resolution No. 96-2338 authorizing an exemption to competitive bidding procedures, and authorizing the execution of a public contract with Eastman Kodak Company to provide maintenance and repair services on the Kodak 300 duplicator at Metro Regional Center.

FACTUAL BACKGROUND AND ANALYSIS:

Metro's current contract with Eastman Kodak Company for the maintenance and repair of the Kodak 300 duplicator expires July 1, 1996. Eastman Kodak Company has been the sole source of maintenance and repair on the 300 duplicator since its purchase in 1989. Two previous sole source maintenance and repair contracts have been authorized by the Council through resolutions 92-1634 and 93-1857.

Under the provisions of ORS 279.015 (2)(a)(b), it is proposed that Metro enter into a new three year sole source contract with Eastman Kodak Company to continue maintenance and repair of this duplicator.

SOLE-SOURCE JUSTIFICATION:

While there may be some independent repair facilities that may claim they can repair the Kodak 300, Kodak does not license or authorize these services on the 300 duplicator. The Kodak 300 duplicator involves use of patented technology in the sole control of Eastman Kodak. In addition, Eastman Kodak is the sole purveyor of sales and replacement parts for the Kodak 300 duplicator. They do not sell replacement parts on the open market, therefore no Kodak parts are available from non-Kodak suppliers.

It is critical to the high volume production in the Print Shop to provide the minimal service response time that Eastman Kodak can provide with its available stock of replacement parts.

The exemption from competitive bidding is sought on the basis that it is unlikely that the exemption will encourage favoritism or substantially diminish competition, and that Eastman Kodak Company is the only provider of authorized service and would be the only available bidder for the reasons stated above.

BUDGET IMPACT:

The FY 1996-97 proposed budget includes \$77, 625 for the maintenance and repair on all of the Metro Regional Center copiers. The sole source contract with Eastman Kodak Company is a three year contract totaling \$124,268 total, with \$39,880 estimated to be expended in FY 1996-97. The payments are made in monthly installments based on state and local government pricing of \$663 each, with a per copy charge of .0067 for each copy made.

Executive Officer Recommendation:

The Executive Officer recommends approval of Resolution No. 96-2338.

TRANSMITTAL SUMMARY

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



METRO

To: Risk and Contracts Management

From: _____ **Date:** _____ **Vendor:** _____

Department: Urban Services **Subject:** _____

Division: Public Works Bid Contract

Name: _____ RFP Other **Vendor no.:** _____

Title: _____ **Contract no.:** _____

Extension: _____ **Purpose:** _____

Expense

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

Revenue

Contract
 Grant
 Other

Budget code(s)
61 0170 825411

This project is listed in the
 1997 -1998 budget.

Yes Type A
 No Type B

Price basis

Unit prices, NTE
 Per task
 Total/lump sum

Payment required

Lump sum
 Progress payments

Contract term

Completion*
 Annual
 Multi-year**

Beginning date* _____

Ending date _____

Total commitment	Original amount	\$ <u>124,208</u>
	Previous amendments	\$ <u>0</u>
	This transaction	\$ <u>124,208</u>
	Total	\$ <u>124,208</u>
	A. Amount of contract to be spent fiscal year <u>97-98</u>	\$ <u>57,500</u>
	B. Amount budgeted for contract <u>11th Budget</u>	\$ <u>77,625</u>
	C. Uncommitted/discretionary funds remaining as of <u>June 1998</u>	\$ <u>77,625</u> ***

Approvals

Project manager _____

Division manager _____

Department director _____

Fiscal _____

Budget manager _____

Risk _____

Legal _____

* 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.

Competitive quotes, bids or proposals

Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor

Comments

Attachments Ad for bid Plans and specifications Bidders list (M/W/DBEs included)

Instructions

- Secure contract number from Risk and Contracts Management. Place number on the transmittal summary and all contract copies.
- Complete transmittal summary form to the extent of project completion.
- If contract is:
 - Sole source, attach memo detailing justification pursuant to ORS 279.
 - Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - More than \$2,500 but less than \$25,000, attach quotes, informal solicitations, evaluation forms, etc.
 - More than \$25,000 attach RFP/RFB complete with summary, all required documents and all evaluation, utilization forms.
- List and identify all subcontractors below.
- Provide completed RFB/RFP packet to Risk and Contracts Management.

Subcontractor/supplier	M/W/DBE certified	Ethnicity
Address	Type of work	
City/state/ZIP		
Phone	Dollar amount	
Subcontractor/supplier	M/W/DBE certified	Ethnicity
Address	Type of work	
City/state/ZIP		
Phone	Dollar amount	

Attach additional list(s) as necessary.

Total utilization: \$ _____

Total contract: \$ _____

Percent utilization: _____

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and EASTMAN KODAK COMPANY, whose address is 4380 SW MACADAM AVE, SUITE 290, PORTLAND OR 97201, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II
TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 1, 1996 through and including June 30, 1999.

ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT

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

ARTICLE IV
LIABILITY AND INDEMNITY

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

ARTICLE V TERMINATION

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

ARTICLE VI INSURANCE

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

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

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

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

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

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII PUBLIC CONTRACTS

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

For public work subject to ORS 279.348 to 279.365, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of the Bureau of Labor and Industries.

ARTICLE VIII ATTORNEY'S FEES

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

ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X OWNERSHIP OF DOCUMENTS

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

ARTICLE XI SUBCONTRACTORS

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

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

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

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

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

ARTICLE XIII SAFETY

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

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

EASTMAN KODAK COMPANY

METRO

By: _____

By: _____

Date: _____

Date: _____

905054
8/3/95

**Equipment Reprographic Services,
Sale, and Supplies
(Commercial)**

**July 1, 1995
Schedule SLG #18295-96
with October 1, 1995 and
February, 1996 Revisions**

OFFICE IMAGING PRICE SCHEDULE



OFFICE IMAGING



Equipment Sale High Volume

Cat. No.	Product	Selling Price	Conversion-to-Sale Price
106 8071	KODAK EKTAPRINT 100 Copier-Duplicator	N/A	\$13,500
116 0126	KODAK EKTAPRINT 100 Positioner Accessory.....	N/A	2,250
116 0183	KODAK EKTAPRINT 100 Sorter Accessory.....	N/A	3,000
178 1269	KODAK EKTAPRINT 100 Feeder Accessory	N/A	2,250
178 1343	KODAK EKTAPRINT 100 Finisher Accessory.....	N/A	3,000
100 7749	KODAK EKTAPRINT 150 Copier-Duplicator	N/A	15,750
116 0167	KODAK EKTAPRINT 150 Positioner Accessory	N/A	2,250
116 0183	KODAK EKTAPRINT 150 Sorter Accessory	N/A	3,000
100 7764	KODAK EKTAPRINT 150 Feeder Accessory	N/A	2,250
178 1343	KODAK EKTAPRINT 150 Finisher Accessory	N/A	3,000
872 7794	KODAK EKTAPRINT 185F Copier-Duplicator ²	N/A	24,125
178 1343	KODAK EKTAPRINT 185 Finisher Accessory ²	N/A	3,000
707 2283	KODAK EKTAPRINT 185 Stapler Accessory ¹	N/A	1,500
121 6373	KODAK EKTAPRINT 200F/AF Copier-Duplicator (Feeder 121 6530, Finisher 121 6597).....	N/A	19,000
806 8017	KODAK EKTAPRINT 220F Copier-Duplicator (Feeder 828 1800) ²	\$41,000	22,000
707 8975	KODAK EKTAPRINT 220 Stapler ²	3,000	1,750
116 0183	KODAK EKTAPRINT 220 Sorter ²	3,000	1,750
159 9794	KODAK EKTAPRINT 225F Copier-Duplicator (Feeder 126 2708, VT Feeder 191 5748)	N/A	28,400
121 6597	KODAK EKTAPRINT 225 Finisher Accessory.....	N/A	3,000
706 5691	KODAK EKTAPRINT 225 Stapler Accessory	N/A	1,500
830 2739	KODAK EKTAPRINT 235F Copier-Duplicator ¹ (Feeder 812 5783)	67,500	41,400
831 6093	KODAK EKTAPRINT 235 Finisher Accessory ¹	6,000	3,600
707 2283	KODAK EKTAPRINT 235 Stapler Accessory ¹	3,000	1,800
174 1263	KODAK 2085F Copier-Duplicator (Feeder 828 1388) ³	74,000	48,000
812 8068	KODAK 2085 Finisher Accessory ³	6,000	4,000
173 1520	KODAK 2085 Stapler Accessory ³	3,000	2,000
134 0785	KODAK IMAGESOURCE 85 Copier ³	80,000	52,000
152 0998	KODAK Finisher for KODAK IMAGESOURCE 85 Copier ³	6,000	4,000
715 6508	KODAK Stapler for KODAK IMAGESOURCE 85 Copier ³	3,000	2,000
141 5231	KODAK EKTAPRINT 250F/AF/AFB Duplicator (Finisher 178 1343, Finisher/Binder 144 8927).....	N/A	39,000
125 0927	KODAK EKTAPRINT 300F Duplicator	N/A	59,500
178 1343	KODAK EKTAPRINT 300 Finisher Accessory	N/A	3,600
144 8927	KODAK EKTAPRINT 300 Finisher/Binder	N/A	7,000
181 0266	KODAK 3100F Duplicator ²	101,000	60,900
145 1723	KODAK 3100 Finisher Accessory ²	6,000	3,400
157 3880	KODAK 3100 Finisher/Binder ²	12,000	6,600

N/A - Not Acceptable

¹Remanufactured Equipment (as defined in Item 7 of General Purchase Terms).²At Kodak's discretion, Factory Produced New Model, Newly Manufactured Equipment or Remanufactured Equipment (as defined in Item 7 of General Purchase Terms).³At Kodak's discretion, Factory Produced New Model, New Equipment, Newly Manufactured Equipment, or Remanufactured Equipment (as defined in Item 7 of General Purchase Terms).

(Revised February, 1996)

SLG 95-96

All prices and terms are subject to change without notice

P-3

<h2 style="margin: 0;">Equipment Sale</h2> <h3 style="margin: 0;">High Volume (continued)</h3>
--

Cat. No.	Product	Selling Price	Conversion-to-Sale Price
108 3096	A AccentColor Accessory (per station) ¹ (100/150/185/200/220/225/235/2065).....	\$2,000	\$1,500
123 5985	A KODAK EKTAPRINT Continuous Forms Feeder ¹ (150/185/200/225/235/250/300).....	5,000	3,750
146 0823	A KODAK Continuous Forms Feeder (2085 only) ¹	5,000	3,750
141 5561	A KODAK Continuous Forms Feeder for KODAK IMAGESOURCE 85 Copier	5,000	3,750
808 0079	A KODAK Continuous Forms Feeder (3100 only) ¹	5,000	N/A
883 4749	F KODAK EKTAPRINT 150 Turbo Kit (one-time charge) (150F/150AF)	2,500	N/A
126 6204	F KODAK Sound Abatement Kit (235/2085).....	1,500	N/A
841 5705	F KODAK Sound Abatement Kit for KODAK IMAGESOURCE 85 Copier	1,500	N/A
844 2816	F KODAK Access Control Panel (2085/185).....	3,000	N/A
821 4850	F KODAK Access Vision Kit (2085/185).....	850	N/A
144 4918	F KODAK Access Document Handler (2085/185).....	2,500	N/A
801 2833	F KODAK Access Audio Kit (2085/185)	1,900	N/A
849 8073	F KODAK Access Casters (2085/185)	600	N/A
816 6324	Modification for OEM Copy Controllers (100/150/185/200/220/225/235/2085/185)	250 ²	N/A
848 9205	Modification for OEM Copy Controllers (250/300)	250 ²	N/A

N/A - Not Applicable

A - Accessory

F - Feature

¹At Kodak's discretion, New Equipment or Remanufactured Equipment (as defined in Item 7 of General Purchase Terms).

²Price includes parts and labor.

Equipment Sale High Volume (continued)

Cat. No.	Product	Selling Price	Conversion-to-Sale Price
800 4038	C KODAK 2110 Duplicator (Base Model) ¹ 2110	\$78,000	\$58,000
807 3231	C KODAK 2110 Duplicator with Document Editor (DE) ¹ 2110D.....	81,000	61,000
813 4967	C KODAK 2110 Duplicator with VIEW ^{*1} 2110V.....	83,000	63,000
823 8420	C KODAK 2110 Duplicator with Finisher ¹ 2110A.....	85,500	65,500
825 9319	C KODAK 2110 Duplicator with Sorter ¹ 2110S.....	83,000	63,000
827 7170	C KODAK 2110 Duplicator with DE & Sorter ¹ 2110DS.....	86,000	66,000
828 9761	C KODAK 2110 Duplicator with VIEW [*] & Sorter ¹ 2110VS.....	88,000	68,000
124 9317	C KODAK 2110 Duplicator with Finisher & Sorter ¹ 2110AS.....	90,500	70,500
124 9770	C KODAK 2110 Duplicator with Sorters (2) ¹ 2110S2.....	88,000	68,000
140 7444	C KODAK 2110 Duplicator with DE & Sorters (2) ¹ 2110DS2.....	91,000	71,000
811 6626	C KODAK 2110 Duplicator with VIEW [*] & Sorters (2) ¹ 2110VS2.....	93,000	73,000
832 9013	C KODAK 2110 Duplicator with Finisher & Sorters (2) ¹ 2110AS2.....	95,500	75,500
183 0967	C KODAK 2110 Duplicator with Sorters (3) ¹ 2110S3.....	93,000	73,000
804 1113	C KODAK 2110 Duplicator with DE & Sorters (3) ¹ 2110DS3.....	96,000	76,000
812 9546	C KODAK 2110 Duplicator with VIEW [*] & Sorters (3) ¹ 2110VS3.....	98,000	78,000
813 1088	C KODAK 2110 Duplicator with DE & Finisher ¹ 2110DA.....	88,500	68,500
815 0765	C KODAK 2110 Duplicator with DE, Finisher & Sorter ¹ 2110DAS.....	93,500	73,500
817 0334	C KODAK 2110 Duplicator with DE, Finisher & Sorters (2) ¹ 2110DAS2.....	98,500	78,500
833 1365	C KODAK 2110 Duplicator with VIEW [*] & Finisher ¹ 2110VA.....	90,500	70,500
838 9801	C KODAK 2110 Duplicator with VIEW [*] , Finisher & Sorter ¹ 2110VAS.....	95,500	75,500
841 8113	C KODAK 2110 Duplicator with VIEW [*] , Finisher & Sorters (2) ¹ 2110VAS2.....	100,500	80,500
142 5669	C KODAK 2120 Duplicator with DE, Finisher & Sorter 2120DAS.....	N/A	75,000
847 5626	C KODAK 2120 Duplicator with DE, Finisher & Sorters (2) 2120DAS2.....	N/A	80,000
124 3948	C KODAK 2120 Duplicator with VIEW [*] , Finisher & Sorter..... 2120VAS.....	N/A	77,000
125 4655	C KODAK 2120 Duplicator with VIEW [*] , Finisher & Sorters (2)..... 2120VAS2.....	N/A	82,000
*VIEW includes the Document Editor (DE)			
809 0961	F OEM Copy Controller Interface (2110/2120) (one-time charge).....	200	N/A
824 1267	A KODAK Continuous Forms Feeder (2110/2120).....	3,500	3,000
832 9120	A KODAK Document Editor (2110/2120).....	3,000	N/A
839 3647	A KODAK VIEW (includes DE) Kit (2110/2120).....	5,000	N/A
709 7736	A KODAK Finisher (2110/2120).....	7,500	N/A
709 7728	A KODAK Sorter (2110/2120).....	5,000	N/A
826 2032	F KODAK AccentColor Kit (2110/2120) (per kit).....	1,500	1,000
162 6316	F KODAK 2100 Alphanumeric Pagination Accessory.....	2,500	N/A
826 0051	F Product Initiated Remote Diagnostics (2110/2120).....	N/A	N/A
(Customer is responsible for adding dedicated phone line)			

N/A - Not Applicable

C - Composite Catalog Number

A - Accessory

F - Feature

¹At Kodak's discretion, New or Remanufactured Equipment (as defined in Item 7 of General Purchase Terms).

Equipment Sale High Volume (continued)

Cat. No.	Product	Selling Price	Conversion-to-Sale Price
888 5733	C KODAK IMAGESOURCE 110 Copier (Base Model) ¹ I110.....	\$87,500	\$67,500
814 4750	C KODAK IMAGESOURCE 110 Copier with Document Editor ¹ I110D.....	90,500	70,500
889 7407	C KODAK IMAGESOURCE 110 Copier with Enhanced VIEW ¹ I110V.....	92,500	73,000
197 3262	C KODAK IMAGESOURCE 110 Copier with Finisher ¹ I110A.....	95,000	76,000
814 2903	C KODAK IMAGESOURCE 110 Copier with Sorter ¹ I110S.....	92,500	73,000
874 4021	C KODAK IMAGESOURCE 110 Copier with DE & Sorter ¹ I110DS.....	95,500	76,500
897 1954	C KODAK IMAGESOURCE 110 Copier with VIEW* & Sorter ¹ I110VS.....	97,500	78,500
816 1556	C KODAK IMAGESOURCE 110 Copier with Finisher & Sorter ¹ I110AS.....	100,000	81,500
888 5394	C KODAK IMAGESOURCE 110 Copier with Sorters (2) ¹ I110S2.....	97,500	78,500
892 6677	C KODAK IMAGESOURCE 110 Copier with DE & Sorters (2) ¹ I110DS2.....	100,500	82,000
897 8975	C KODAK IMAGESOURCE 110 Copier with VIEW* & Sorters (2) ¹ I110VS2.....	102,500	84,000
162 8080	C KODAK IMAGESOURCE 110 Copier with Finisher & Sorters (2) ¹ I110AS2.....	105,000	87,000
187 0963	C KODAK IMAGESOURCE 110 Copier with DE & Finisher ¹ I110DA.....	98,000	79,000
888 8471	C KODAK IMAGESOURCE 110 Copier with DE, Finisher & Sorter ¹ I110DAS.....	103,000	85,000
894 7772	C KODAK IMAGESOURCE 110 Copier with DE, Finisher & Sorters (2) ¹ I110DAS2.....	108,000	90,500
853 7961	C KODAK IMAGESOURCE 110 Copier with VIEW* & Finisher ¹ I110VA.....	100,000	81,500
876 0910	C KODAK IMAGESOURCE 110 Copier with VIEW*, Finisher & Sorter ¹ I110VAS.....	105,000	87,000
887 4588	C KODAK IMAGESOURCE 110 Copier with VIEW*, Finisher & Sorters (2) ¹ I110VAS2.....	110,000	92,500
*VIEW Includes the Document Editor (DE)			
809 0961	F OEM Copy Controller Interface (I110) (one-time charge).....	200	N/A
837 1031	A KODAK Continuous Forms Feeder (I110).....	3,500	3,000
832 9120	A KODAK Document Editor (I110).....	3,000	N/A
160 4156	A KODAK Enhanced VIEW for KODAK IMAGESOURCE 110 Copier.....	5,000	N/A
867 5126	F KODAK LegalMark (for I110 with VIEW).....	2,500	2,500
715 5591	A KODAK Finisher for KODAK IMAGESOURCE 110 Copier.....	7,500	N/A
715 5906	A KODAK Sorter for KODAK IMAGESOURCE 110 Copier.....	5,000	N/A
826 2032	F KODAK AccentColor Kit (I110) (per kit).....	1,500	1,000
826 0051	F Product Initiated Remote Diagnostics (I110 Copier).....	N/A	N/A

(Customer is responsible for adding dedicated phone line)

N/A -- Not Applicable

C -- Composite Catalog Number

A -- Accessory

F -- Feature

¹At Kodak's discretion, New or Remanufactured Equipment (as defined in Item 7 of General Purchase Terms).

(Revised February, 1996)

Equipment Sale Color Products

Cat. No.	Product	Selling Price	Conversion-to-Sale Price
129 5559	KODAK COLOREDGE 1525+ Copier-Printer* (Pedestal CAT #1162908) ¹⁵	\$24,900	N/A
176 5361	KODAK COLOREDGE 1525 Film Projector (For use with Models 1525+/1525) ²	4,200	N/A
197 0615	KODAK COLOREDGE 1550+ Copier-Printer** (Image Scanner CAT 1530864) ²⁵	52,400	N/A
187 3835	KODAK COLOREDGE 1550 Film Projector (For use with Models 1550+/1550) ²	2,000	N/A
120 9311	KODAK COLOREDGE 1550 Film Scanner ¹⁷ (Cabinet CAT #8425803) ² (Includes Rotary Slide Changer) (For use with Models 1550+/1550)	7,500	N/A
801 5646	KODAK COLOREDGE 1560 Copier-Printer ^{33,5} (Editor not included).....	33,000	N/A
848 6391	KODAK COLOREDGE 1565 Copier-Printer ^{33,5} (Includes Editor with Color Palette)	49,900	N/A
834 5290	KODAK COLOREDGE 1560/1565 Film Projector ²	4,750	N/A
133 0687	KODAK COLOREDGE 1560/1565 Recirculating Document Feeder ² (Cabinet CAT #183 3847) (Available 2nd Qtr.).....	3,000	N/A
816 3891	KODAK COLOREDGE 1560/1565 Sorter ² (Available 2nd Quarter)	4,000	N/A
146 8768	KODAK COLOREDGE 1560/1565 Film Scanner III ² (Available end of 2nd Qtr.).....	15,000	N/A
812 6088	KODAK COLOREDGE 1560/1565 Editor Board (for 1560 model)	1,450	N/A
882 6570	F EFI FIERY 150i/200i Conversion Kit for KODAK COLOREDGE 1560/1565 Copier-Printer	N/A	N/A
881 1127	EFI ² FIERY 200i Color Server (Ethernalk is standard) ³¹	32,500	N/A
883 7676	EFI ² FIERY 150i Color Server (Ethernalk and TCP/IP are standard) ³¹	25,500	N/A
886 8671	Upgrade Kit for EFI ² FIERY 150i to 200i Color Server	7,500	N/A
359 5480	EFI ² FIERY Color Server 250MB Hard Disk Drive.....	560	N/A
882 3056	EFI ² FIERY Color Server 540MB Hard Disk Drive.....	1,045	N/A
855 0469	Version 2.3 Enhancement Software for FIERY 125i Controller.....	995	N/A
111 5773	Parallel Port Kit for Version 2.3 Software (FIERY 125i only)	1,200	N/A
145 8348	EFI ² FIERY Controller Removal Kit (for FIERY LITE, 125i/150i/200i only).....	75	N/A
175 8838	F EFI ² FIERY Controller Film Scanner Adapter Board	1,350	N/A
831 5269	FIERY XJK Color Server (FierY XJK Floor Cabinet CAT #8628216) ²	16,995	N/A
862 8216	F FIERY XJK Floor Cabinet	TBD	N/A
865 0152	F FIERY K100+ Kit (32MB kit).....	8,000	N/A
856 2662	F FIERY K200+ Kit (128MB kit).....	12,000	N/A
888 2573	F FIERY XJK 1 GB Internal Hard Disk Drive	1,900	N/A
198 5597	F FIERY XJK 2 GB Internal Hard Disk Drive	2,900	N/A
100 2427	KODAK COLOREDGE Copier-Duplicator.....	N/A	\$15,000
840 7934	KODAK COLOREDGE Positioner (Copier-Duplicator)	N/A	1,000
116 0183	KODAK COLOREDGE Sorter (Copier-Duplicator).....	N/A	1,000
828 1115	KODAK COLOREDGE Slide Copying Accessory (Copier-Duplicator)	N/A	3,000

F - Feature

N/A - Not Applicable

¹New Equipment (as defined in Item 7 of General Purchase Terms).

¹⁷If ordering a KODAK COLOREDGE 1550+ Copier-Printer and Film Scanner with an EFI FIERY 200i/150i Color Server, you must order a Film Scanner Adapter Board for the EFI FIERY 125i Controller/EFI FIERY 200i/150i Color Servers.

²EFI stands for Electronics for Imaging, Inc.

³EFI FIERY 200i/150i Color Servers are available for the KODAK COLOREDGE 1525/1525+ / 1550/1550+ / 1560/1565 Copier-Printers only.

⁴If ordering an EFI FIERY 200i/150i Color Server for a KODAK COLOREDGE 1525+ Copier-Printer, a KODAK COLOREDGE 1525 Interface Board must be ordered.

⁵Includes Toner and Developer Starter Kit valued at \$550.

⁶If ordering a KODAK COLOREDGE 1560/1565 Copier-Printer with an EFI FIERY 200i/150i, you must order a KODAK COLOREDGE 1560/1565 Conversion Kit.

The KODAK COLOREDGE 1525+ Copier-Printer will function as a printer with the optional 1525 Interface Board and an EFI FIERY 200i/150i or FIERY XJK.

**The KODAK COLOREDGE 1550+ Copier-Printer will function as a printer with a FIERY XJK or the EFI FIERY 200i Color Server or the EFI FIERY 150i Color Server.

***The EFI FIERY Film Scanner Adapter Board is ONLY compatible with the EFI FIERY 200i Color Server, and the EFI FIERY 150i Color Server.

(Revised October 1, 1995 and February, 1996)

SLG 95-96

All prices and terms are subject to change without notice

<h2 style="margin: 0;">Equipment Sale Color Products</h2>

Cat. No.	Product	Selling Price	Conversion-to-Sale Price
834 2255	F KODAK COLOREDGE 1525 Interface Board ¹ (allows for connectivity to FIERY XJK, EFI ² FIERY 200i or 150i Color Server and EFI ² FIERY 125i or EFI ² FIERY LITE Controllers) (For use with Models 1525+/1525)	\$ 1,550	N/A
170 0459	F KODAK COLOREDGE 1550 DP Bit Map (For use with Models 1550+/1550)	3,000	N/A
163 0482	F KODAK COLOREDGE 1560/1565 Rotary Slide Changer	880	N/A
188 3776	F KODAK COLOREDGE 1560/1565 Editor Extension Cable	150	N/A
175 4738	F KODAK COLOREDGE 1550 DP Interface (GPIB)	205	N/A
178 3794	F KODAK SV1310 Color Monitor	575	N/A
816 6324	Modification for OEM Copy Controllers (COLOREDGE Copier-Duplicator)	250 ³	N/A
	Field Engineer Standby at time of installation		
835 2098	OEM Copy Controllers on COLOREDGE Copiers/Copier-Printers	125 ³	N/A

F – Feature

N/A – Not Applicable

^UNew Equipment (as defined in Item 7 of General Purchase Terms).

¹EFI stands for Electronics for Imaging, Inc.

²If ordering an EFI FIERY 200i /150i Color Server or FIERY XJK COLOR SERVER for a KODAK COLOREDGE 1525+ Copier-Printer, a KODAK COLOREDGE 1525 Interface Board must be ordered.

³Price includes parts and labor.

⁴The ColorEdge 1560/1565 Editor Extension Cable is required if the RDF-Feeder is installed on the mainframe(1565) and required if the ColorEdge 1560 has the optional Editor Board.

Equipment Maintenance Agreements Low-Volume

Product	Price Plan Code:	Standard	
		3-Year (36EA)	Annual (12EA)
KODAK EKTAPRINT 30FC Copier		\$ 32	\$ 33
KODAK EKTAPRINT 30FP Copier		37	38
KODAK 10-Bin Sorter-Stapler		10	11
KODAK 20-Bin Sorter-Stapler		23	24
Each Image .....		.0093	.0095
With Toner-Included Option (additional per image charge) .....		.0055	.0055

Equipment Maintenance Agreements Mid-Volume

Product	Price Plan Code:	3-Year (36EA)	Standard Annual (12EA/UA ¹)
KODAK EKTAPRINT 85F Copier		\$ 106	\$ 108
KODAK EKTAPRINT 85 Sorter		36	36
Each Image .....		.0149	.0151
With Toner-Included Option (additional per image charge) .....		.0055	.0055
KODAK EKTAPRINT 90 Copier		82	86
KODAK EKTAPRINT 90E Copier		82	86
KODAK EKTAPRINT 90 Sorter		28	29
KODAK EKTAPRINT 90 Auto-Stapler		34	36
KODAK EKTAPRINT 90 Sorter-Stapler		34	36
Each Image .....		.0126	.0132
With Toner-Included Option (additional per image charge) ² .....		.0055	.0055
KODAK EKTAPRINT 95 Copier		62	63
KODAK EKTAPRINT 95 Sorter		21	21
KODAK 20-Bin Sorter-Stapler		23	24
KODAK EKTAPRINT 95 Continuous Forms Feeder		27	27
KODAK EKTAPRINT 95 Subfeeder		27	27
Each Image .....		.0087	.0090
With Toner-Included Option (additional per image charge) .....		.0055	.0055
KODAK IMAGESOURCE 50 Copier		55	58
KODAK IMAGESOURCE 50 Output Tray		N/C	N/C
KODAK IMAGESOURCE Sorter-Stapler		25	27
Each Image .....		.0087	.0090
With Toner-Included Option (additional per image charge) .....		.0055	.0055

Accessories/RSA (Installed on Purchased Equipment Under EMA)	Price Plan Code:	Annual (12CA)
KODAK EKTAPRINT 85 Sorter		\$140

N/C – No Charge

¹UA/UH price plan refers to the Utility Plan (see Item 26 of EMA Terms for details including minimum usage requirements).

²Red and blue toner must be ordered out of the catalog and billed separately.

Equipment Maintenance Agreements High Volume

Product	Price Plan Code:	Standard		High-Volume		Run Length	
		3-Year (36EA)	Annual (12EA/JUA ¹)	3-Year (36EH)	Annual (12EH/UH ¹)	3-Year (36ER)	Annual (12ER)
KODAK EKTAPRINT 100/100F/100P Copier-Duplicators		\$ 210	\$ 212	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 100AF/100PS Copier-Duplicators		340	343	N/A	N/A	N/A	N/A
Each Image .....		.0083	.0083	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 150/150F/150P Copier-Duplicators		210	212	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 150AF/150PS Copier-Duplicators		335	337	N/A	N/A	N/A	N/A
Each Image .....		.0083	.0083	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 185F Copier-Duplicator		215	220	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 185S Copier-Duplicator		265	271	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 185AF Copier-Duplicator		345	352	N/A	N/A	N/A	N/A
Image Charge .....		.0084	.0086	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 200F Copier-Duplicator		225	230	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 200AF Copier-Duplicator		368	375	N/A	N/A	N/A	N/A
Each Image .....		.0088	.0090	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 220F Copier-Duplicator		310	315	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 220 Sorter		52	65	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 220 Stapler		52	65	N/A	N/A	N/A	N/A
Each Image .....		.0088	.0090	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 225F Copier-Duplicator		220	225	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 225S Copier-Duplicator		270	275	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 225AF Copier-Duplicator		360	365	N/A	N/A	N/A	N/A
Each Image .....		.0087	.0088	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 235F Copier-Duplicator		307	310	\$ 600	\$ 605	\$ 663	\$ 668
KODAK EKTAPRINT 235S Copier-Duplicator		355	360	652	655	686	690
KODAK EKTAPRINT 235AF Copier-Duplicator		440	445	740	745	709	713
Each Image .....		.0087	.0088	.0067	.0069		
Run Length EMA:							
All B Images (Meter B counts 1st 10 images of each original) .....						.0083	.0085
All Meter A Images .....						.0041	.0042
KODAK 2085F Copier-Duplicator		275	280	546	550	603	605
KODAK 2085S Copier-Duplicator		321	325	592	595	623	625
KODAK 2085AF Copier-Duplicator		402	405	673	677	644	647
Each Image .....		.0081	.0082	.0062	.0063		
Run Length EMA:							
All B Images (Meter B counts 1st 10 images of each original) .....						.0082	.0083
All Meter A Images .....						.0037	.0038
KODAK IMAGESOURCE 85F Copier		290	300	570	585	630	645
KODAK IMAGESOURCE 85S Copier		340	350	620	635	650	665
KODAK IMAGESOURCE 85AF Copier		420	430	705	725	670	685
Each Image .....		.0083	.0084	.0064	.0065		
Run Length EMA:							
All B Images (Meter B counts 1st 10 images of each original) .....						.0084	.0085
All Meter A Images .....						.0038	.0039

N/A – Not Applicable

¹UA/UH price plan refers to the Utility Plan (see Item 26 of EMA Terms for details including minimum usage requirements).

Equipment Maintenance Agreements High Volume (continued)

Product	Price Plan Code:	Standard		High-Volume		Run Length	
		3-Year (36EA)	Annual (12EA/JUA ¹)	3-Year (36EH)	Annual (12EH/UH ¹)	3-Year (36ER)	Annual (12ER)
KODAK EKTAPRINT 250F Duplicator		\$ 387	\$ 390	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 250AF Duplicator		527	530	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 250AFB Duplicator		568	570	N/A	N/A	N/A	N/A
Each Image .....		.0069	.0071	N/A	N/A	N/A	N/A
KODAK EKTAPRINT 300F Duplicator		453	455	791	793	968	970
KODAK EKTAPRINT 300AF Duplicator		592	595	930	932	1,030	1,032
KODAK EKTAPRINT 300AFB Duplicator		633	635	971	973	1,066	1,068
Each Image .....		.0067	.0069	.0055	.0057		
Run Length EMA:							
All B Images (Meter B counts 1st 10 Images of each original) .....						.0099	.0100
All Meter A Images .....						.0018	.0019

Product	Price Plan Code:	Standard		Core High Volume		High Volume		Run Length	
		3-Year (36EA)	Annual (12EA/JUA ¹)	3-Year (36MH)	Annual (12MH)	3-Year (36EH)	Annual (12EH/UH ²)	3-Year (36ER)	Annual (12ER)
KODAK 3100F Duplicator		\$ 440	\$ 453	\$ 768	\$ 791	\$1,733	\$1,784	\$ 940	\$ 968
KODAK 3100AF Duplicator		575	592	903	930	1,870	1,926	1,000	1,030
KODAK 3100AFB Duplicator		615	633	943	971	1,925	1,983	1,035	1,066
Each Image .....		.0065	.0069	.0053	.0057	.0021	.0022		
Run Length EMA:									
All B Images (Meter B counts 1st 10 images of each original) .....								.0095	.0100
All Meter A Images .....								.0018	.0019

Product	Price Plan Code:	Standard	
		3-Year (36EA)	Annual (12EA/JUA ¹)
RENEWAL AND PLAN CHANGE ONLY			
KODAK 1570H Copier-Duplicator		\$ 215	\$ 220
KODAK 1570PH Copier-Printer		425	435
KODAK 1570S Copier-Duplicator		230	235
KODAK 1570PS Copier-Printer		440	450
KODAK 1575S/CS/LS/CLS Copier-Duplicator ²		415	425
KODAK 1575A/CA/LA/CLA Copier-Duplicator ²		450	460
KODAK 1580S/CS/LS/CLS Copier-Printer ²		605	615
KODAK 1580A/CA/LA/CLA Copier-Printer ²		640	650
KODAK 1580SD/CSD/LSD/CLSD Copier-Printer ²		905	915
KODAK 1580AD/CAD/LAD/CLAD Copier-Printer ²		1,030	1,040
Each Meter J (Black) or Meter K (Color) Image .....		.0072	.0073

Product	Price Plan Code:	Standard	
		3-Year (36EA)	Annual (12EA/JUA ¹)
KODAK IMAGESOURCE 70S/CS/CLS Copier-Printer ²		415	425
KODAK IMAGESOURCE 70A/CA/LA/CLA Copier-Printer ²		450	460
KODAK IMAGESOURCE 70NS/NCS/NCLS Copier-Printer ²		605	615
KODAK IMAGESOURCE 70NA/NCA/NLA/NCLA Copier-Printer ²		640	650
KODAK IMAGESOURCE 70NSD/NCSD/NCLSD Copier-Printer ²		905	915
KODAK IMAGESOURCE 70NAD/NCAD/NLAD/NCLAD Copier-Printer ²		1,030	1,040
Each Meter J (Black) or Meter K (Color) Image .....		.0072	.0073

¹UA/UH price plan refers to the Utility Plan (see Item 26 of EMA Terms for details including minimum usage requirements).

²C in the model description indicates one Color Toning Station included.

Equipment Maintenance Agreements High Volume (continued)

Product	Price Plan Code:	Standard		Walk-Up		Run Length	
		3-Year (36EA)	Annual (12EA/UA ¹)	3-Year (36WU)	Annual (12WU)	3-Year (36ER)	Annual (12ER)
KODAK 2110 Duplicator (Base Model)	2110.....	\$ 463	\$ 465	\$ 204	\$ 208	\$ 656	\$ 669
KODAK 2110 Duplicator with Document Editor (DE)	2110D	463	465	204	208	656	669
KODAK 2110 Duplicator with VIEW*	2110V.....	463	465	204	208	656	669
KODAK 2110 Duplicator with Finisher	2110A.....	536	540	255	260	656	669
KODAK 2110 Duplicator with Sorter	2110S.....	515	517	216	220	656	669
KODAK 2110 Duplicator with DE & Sorter	2110DS.....	515	517	216	220	656	669
KODAK 2110 Duplicator with VIEW & Sorter*	2110VS.....	515	517	216	220	656	669
KODAK 2110 Duplicator with Finisher & Sorter	2110AS.....	587	590	310	316	656	669
KODAK 2110 Duplicator with Sorters (2)	2110S2.....	566	570	271	276	656	669
KODAK 2110 Duplicator with DE & Sorters (2)	2110DS2...	566	570	271	276	656	669
KODAK 2110 Duplicator with VIEW & Sorters (2)*	2110VS2...	566	570	271	276	656	669
KODAK 2110 Duplicator with Finisher & Sorters (2)	2110AS2...	639	642	365	372	656	669
KODAK 2110 Duplicator with Sorters (3)	2110S3.....	618	621	322	328	656	669
KODAK 2110 Duplicator with DE & Sorters (3)	2110DS3...	618	621	322	328	656	669
KODAK 2110 Duplicator with VIEW & Sorters (3)*	2110VS3...	618	621	322	328	656	669
KODAK 2110 Duplicator with DE & Finisher	2110DA.....	536	540	255	260	656	669
KODAK 2110 Duplicator with DE, Finisher & Sorter	2110DAS...	587	590	310	316	656	669
KODAK 2110 Duplicator with DE, Finisher & Sorters (2)	2110DAS2.	639	642	365	372	656	669
KODAK 2110 Duplicator with VIEW & Finisher*	2110VA.....	536	540	255	260	656	669
KODAK 2110 Duplicator with VIEW, Finisher & Sorter*	2110VAS...	587	590	310	316	656	669
KODAK 2110 Duplicator with VIEW, Finisher & Sorters (2)*	2110VAS2.	639	642	365	372	656	669
*VIEW includes the Document Editor (DE)							
Each Meter J (Black) and K (Color) Image .....		.0060	.0061	.0081	.0083		
KODAK 2120 Duplicator with DE, Finisher & Sorter	2120DAS...	587	590	436	444		
KODAK 2120 Duplicator with DE, Finisher & Sorters (2)	2120DAS2.	639	642	509	519		
KODAK 2120 Duplicator with VIEW, Finisher & Sorter*	2120VAS...	587	590	436	444		
KODAK 2120 Duplicator with VIEW, Finisher & Sorters (2)*	2120VAS2.	639	642	509	519		
*VIEW includes the Document Editor (DE)							
Each Meter J (Black) and K (Color) Image .....		.0060	.0061	.0081	.0083		
Run Length EMA:							
All B Images (Meter B counts 1st 10 images of each original) .....						.0082	.0083
All Meter J (Black) and K (Color) Images .....						.0037	.0038

Equipment Maintenance Agreements High Volume (continued)

Product	Price Plan Code:	Standard		Walk-Up		Run Length	
		3-Year (36EA)	Annual (12EA/ UA ¹)	3-Year (36WU)	Annual (12WU)	3-Year (36ER)	Annual (12ER)
KODAK IMAGESOURCE 110 Copier (Base Model)	1110	\$530	\$540	\$228	\$233	\$735	\$749
KODAK IMAGESOURCE 110 Copier with Document Editor (DE)	1110D	530	540	228	233	735	749
KODAK IMAGESOURCE 110 Copier with VIEW*	1110V	530	540	228	233	735	749
KODAK IMAGESOURCE 110 Copier with Finisher	1110A	612	623	286	291	735	749
KODAK IMAGESOURCE 110 Copier with Sorter	1110S	588	594	242	246	735	749
KODAK IMAGESOURCE 110 Copier with DE & Sorter	1110DS	588	594	242	246	735	749
KODAK IMAGESOURCE 110 Copier with VIEW & Sorter*	1110VS	588	594	242	246	735	749
KODAK IMAGESOURCE 110 Copier with Finisher & Sorter	1110AS	671	683	347	354	735	749
KODAK IMAGESOURCE 110 Copier with Sorters (2)	1110S2	647	660	304	309	735	749
KODAK IMAGESOURCE 110 Copier with DE & Sorters (2)	1110DS2	647	660	304	309	735	749
KODAK IMAGESOURCE 110 Copier with VIEW & Sorters (2)*	1110VS2	647	660	304	309	735	749
KODAK IMAGESOURCE 110 Copier with Finisher & Sorters (2)	1110AS2	729	743	409	417	735	749
KODAK IMAGESOURCE 110 Copier with DE & Finisher	1110DA	612	623	286	291	735	749
KODAK IMAGESOURCE 110 Copier with DE, Finisher & Sorter	1110DAS	671	683	347	354	735	749
KODAK IMAGESOURCE 110 Copier with DE, Finisher & Sorters (2)	1110DAS2	729	743	409	417	735	749
KODAK IMAGESOURCE 110 Copier with VIEW & Finisher*	1110VA	612	623	286	291	735	749
KODAK IMAGESOURCE 110 Copier with VIEW, Finisher & Sorter*	1110VAS	671	683	347	354	735	749
KODAK IMAGESOURCE 110 Copier with VIEW, Finisher & Sorters (2)*	1110VAS2	729	743	409	417	735	749
*VIEW includes the Document Editor (DE)							
Each Meter J (Black) and K (Color) Image .....		.0067	.0068	.0091	.0093		
Run Length EMA:							
All B Images (Meter B counts 1st 10 images of each original) .....						.0092	.0093
All Meter J (Black) and K (Color) Images .....						.0041	.0043

¹UA/UH price plan refers to the Utility Plan (see Item 26 of EMA Terms for details including minimum usage requirements).

<h2 style="margin: 0;">Equipment Maintenance Agreements</h2> <h3 style="margin: 0;">High Volume (continued)</h3>
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Non-Model Accessories and Features/EMA	Price Plan Code:	Annual & 3-Year (12/36EA/MH/EH/ER/WU or 12UA/UH')
KODAK EKTAPRINT Continuous Forms Feeder (150/185/200/225/235/250/300)		\$ 35
KODAK Continuous Forms Feeder (2085/185)		35
KODAK Continuous Forms Feeder (2110/2120/1110)		25
KODAK Continuous Forms Feeder (3100)		35
KODAK LegalMark (for I110 with VIEW)		N/C
AccentColor Accessory (100/150/185/200/220/225/235/2085)		35
KODAK AccentColor Kit (2110/2120/1110) (per kit)		N/C
KODAK AccentColor Toning Station(1575/1580/170) (per additional station)		N/C
KODAK Free Form Color Printing Software (1580/170)		N/C
KODAK Access Kit(1575/170)		N/C
Sound Abatement Kit (235/2085/185)		N/C
Product Initiated Remote Diagnostics (1575/1580/170/2110/2120/1110)		N/C
(Customer is responsible for providing dedicated phone line.)		
KODAK Access Control Panel (2085/185)		45
KODAK Access Vision Kit (2085/185)		N/C
KODAK Access Document Handler (2085/185)		10
KODAK Access Audio Kit (2085/185)		15
KODAK Access Casters (2085/185)		N/C
KODAK 2100 Alphanumeric Pagination Accessory		N/C
Product Initiated Remote Diagnostics (1575/1580/170/2110/2120/1110)		N/C
(Customer is responsible for providing dedicated phone line.)		

N/C -- No Charge

*UA/UH price plan refers to the Utility Plan (see Item 26 of EMA Terms for details including minimum usage requirements).

(Revised February, 1996)

Equipment Maintenance Agreements IBM Products

Product	Price Plan Code:	Renewals and Plan Changes Only	
		3-Year (36EA)	Annual/Monthly ¹ (12EA/UA ² or 01EA)
IBM Model 30 (Type 6805, Model 001) ⁴		N/A	\$ 230
Collator 20-Bin (Type 6852, Model 004) ⁴		N/A	77
Copy Controller Feature (Feature A238)		N/A	16
Meter Special Purpose (Feature A230)		N/A	6
Each Image		N/A	.0143
IBM Model 40 (Type 6806, Model 001) ⁴		N/A	282
Collator 20-Bin (Type 6852, Model 004) ⁴		N/A	77
Copy Controller Feature (Feature A238)		N/A	16
Meter Special Purpose (Feature A230)		N/A	6
Each Image		N/A	.0143
IBM Model 50 (Type 6809, Model 001)		\$ 195	237
Collator 20-Bin (Type 6852, Model 004)		70	77
Collator 20-Bin (Type 6852, Model 003) ³		60	72
Automatic Document Feed (1640)		14	19
Continuous Forms Feeder (1641)		5	9
Copy Controller Feature (1652)		14	19
Each Image .....		.0100	.0100
IBM Model 60 (Type 6808, Model 001)		204	262
Collator 20-Bin (Type 6852, Model 004)		70	77
Collator 20-Bin (Type 6852, Model 003) ³		60	72
Reduction (1642)		17	22
Automatic Document Feed (1640)		14	19
Continuous Forms Feeder (1641)		5	9
Copy Controller Feature (Feature A238)		15	16
Each Image .....		.0110	.0110
IBM Model 70 (Type 8880, Model 001)		139	191
Collator 20-Bin (Type 8881, Model 001)		65	89
Collator 20-Bin (Type 8881, Model 002) ³		56	77
Reduction (1642)		17	22
Automatic Document Feed (1640)		14	19
Continuous Forms Feeder (1641)		5	9
Each Image .....		.0099	.0099
IBM Model 85 (Type 8885, Model 001) ⁴		N/A	404
Stapler (1643) ⁴		N/A	46
Each Image		N/A	.0095

¹Only customers with existing monthly EMAs (01EA) effective prior to January 1, 1989 are eligible for monthly agreements.

²UA price plan refers to the Utility Plan (see Item 26 of EMA Terms for details on the Utility Plan, including minimum usage requirements).

³Available in conjunction with 20-Bin Collator (Type 6852, Model 004).

⁴Contract expiration dates cannot exceed December 31, 1995. Per call service rates only are available beginning January 1, 1996.

<h2 style="margin: 0;">Equipment Maintenance Agreements</h2> <h3 style="margin: 0;">Color Products</h3>

Product	Price Plan Code:	High-Volume		Color Growth	
		3-Year (36WY)	Annual (12WY)	3-Year (36CH)	Annual (12CH)
KODAK COLOREDGE 1525+ Copier-Printer (includes Pedestal)		N/A	N/A	\$ 250	N/A
KODAK COLOREDGE 1525 Copier (Renewal and plan change only)		N/A	N/A	252	N/A
KODAK COLOREDGE 1525 Film Projector		N/A	N/A	25	N/A
Image Allowance		N/A	N/A	1,000	N/A
1,001 to 4,500 Images		N/A	N/A	.1900	N/A
4,501 and Over Images		N/A	N/A	.2500	N/A
KODAK COLOREDGE 1550+ Copier-Printer (includes Image Scanner)		N/A	\$ 800	315	N/A
KODAK COLOREDGE 1550 Copier (Renewal and plan change only)		N/A	N/A	315	N/A
KODAK COLOREDGE 1550 Film Projector		N/A	25	25	N/A
KODAK COLOREDGE 1550 Film Scanner		N/A	55	55	N/A
KODAK COLOREDGE 1550 Digital Processor		N/A	200	200	N/A
Image Allowance		N/A	5,000	1,000	N/A
5,001 and Over Images		N/A	.1200	N/A	N/A
1,001 and Over Images		N/A	N/A	.1800	N/A
KODAK COLOREDGE 1560/1565 Copier-Printer		\$ 800	825	350	\$ 360
KODAK COLOREDGE 1560/1565 Film Projector		25	25	25	25
KODAK COLOREDGE 1560/1565 Film Scanner III		55	55	55	55
KODAK COLOREDGE 1560/1565 Sorter		22	22	22	22
KODAK COLOREDGE 1560/1565 Buffer Pass Unit		20	20	20	20
KODAK COLOREDGE 1560/1565 RDF Feeder		30	30	30	30
KODAK COLOREDGE 1560/1565 Editor ¹		20	20	20	20
Color Image Allowance (Meter A-B)		5,000	5,000	2,000	2,000
5,001 and Over Color Images (Meter A-B) .....		.1200	.1300	N/A	N/A
2,001 to 5,000 Color Images (Meter A-B)		N/A	N/A	.1600	.1700
5,001 to 10,000 Color Images (Meter A-B)		N/A	N/A	.1400	.1500
10,001 and Over Color Images (Meter A-B)		N/A	N/A	.1200	.1300
All Black Images (Meter B) .....		.0400	.0400	.0400	.0400

¹Monthly charge applies to accessory installed on Model 1560 only

Equipment Maintenance Agreements Color Products (continued)

Product	Price Plan Code:	Standard Annual & 3-Year (Renewal Only) (12/36 CE)
KODAK COLOREDGE Copier-Duplicator		\$ 600
KODAK COLOREDGE Positioner.....		N/C
KODAK COLOREDGE Sorter.....		120
KODAK COLOREDGE Slide Copying Accessory		40
Image Allowance.....		2,000
2,001 to 5,000 Images.....		\$.1300
5,001 to 8,000 Images.....		.1280
8,001 to 12,000 Images.....		.1250
12,001 to 16,000 Images.....		.1220
16,001 and Over Images.....		.1100

Accessories/RSA (Installed on Purchased Equipment Under EMA)	Price Plan Code:	Annual (12CA)
KODAK COLOREDGE Positioner.....		\$115
KODAK COLOREDGE Sorter.....		175

Product	Price Plan Code:	3-Year (36CH)	2-Year (24CH)	Annual (12CH)
FIERY XJK Color Server ²		\$150 ⁴	\$150 ⁴	\$150 ⁵
EFI ¹ FIERY 200i Color Server (EtherTalk is standard) ³		175	N/A	175
EFI ¹ FIERY 150i Color Server (EtherTalk is standard) ²		175	N/A	175
EFI ¹ FIERY 125i Controller (EtherTalk is standard) ^{2,3,5}		175	N/A	175
EFI ¹ FIERY LITE Controller (EtherTalk is standard) ^{2,3,5}		175	N/A	175

N/C – No Charge

¹EFI stands for Electronics for Imaging, Inc.

²FIERY XJK Color Server, and EFI FIERY 150i/200i Color Servers are available for ALL COLOREDGE MODEL Copier/Copier-Printers. The EFI FIERY 125i Controller and EFI FIERY LITE Controllers are available only for the KODAK COLOREDGE 1525/1550 Copiers or the KODAK COLOREDGE 1525+/1550+ Copier-Printers.

³Contract Expiration dates cannot exceed 12/31/96. Per call service rates only are available beginning 1/1/97.

⁴There will be No-Charge for the first 12 months on the 24CH and 36CH plans for new installations on the FIERY XJK. Upon contract expiration customers will renew on the 12CH plan.

⁵Renewals only.

<h2 style="margin: 0;">Equipment Maintenance Agreements</h2> <h3 style="margin: 0;">High Volume (continued)</h3>
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Non-Model Accessories and Features/EMA	Price Plan Code:	Annual & 3-Year (12/36EA/MH/EH/ER/WU or 12UA/UH ¹)
KODAK EKTAPRINT Continuous Forms Feeder (150/185/200/225/235/250/300)		\$ 35
KODAK Continuous Forms Feeder (2085/185)		35
KODAK Continuous Forms Feeder (2110/2120/1110)		25
KODAK Continuous Forms Feeder (3100)		35
KODAK LegalMark (for 1110 with VIEW)		N/C
AccentColor Accessory (100/150/185/200/220/225/235/2085)		35
KODAK AccentColor Kit (2110/2120/1110) (per kit)		N/C
KODAK AccentColor Toning Station(1575/1580/170) (per additional station)		N/C
KODAK Free Form Color Printing Software (1580/170)		N/C
KODAK Access Kit(1575/170)		N/C
Sound Abatement Kit (235/2085/185)		N/C
Product Initiated Remote Diagnostics (1575/1580/170/2110/2120/1110)		N/C
(Customer is responsible for providing dedicated phone line.)		
KODAK Access Control Panel (2085/185)		45
KODAK Access Vision Kit (2085/185)		N/C
KODAK Access Document Handler (2085/185)		10
KODAK Access Audio Kit (2085/185)		15
KODAK Access Casters (2085/185)		N/C
KODAK 2100 Alphanumeric Pagination Accessory		N/C
Product Initiated Remote Diagnostics (1575/1580/170/2110/2120/1110)		N/C
(Customer is responsible for providing dedicated phone line.)		

N/C -- No Charge

¹UA/UH price plan refers to the Utility Plan (see Item 26 of EMA Terms for details including minimum usage requirements).

(Revised February, 1996)

Equipment Maintenance Agreements IBM Products

Product	Price Plan Code:	Renewals and Plan Changes Only	
		3-Year (36EA)	Annual/Monthly ¹ (12EA/UA ² or 01EA)
IBM Model 30 (Type 6805, Model 001) ⁴		N/A	\$ 230
Collator 20-Bin (Type 6852, Model 004) ⁴		N/A	77
Copy Controller Feature (Feature A238)		N/A	16
Meter Special Purpose (Feature A230)		N/A	6
Each Image		N/A	.0143
IBM Model 40 (Type 6806, Model 001) ⁴		N/A	282
Collator 20-Bin (Type 6852, Model 004) ⁴		N/A	77
Copy Controller Feature (Feature A238)		N/A	16
Meter Special Purpose (Feature A230)		N/A	6
Each Image		N/A	.0143
IBM Model 50 (Type 6809, Model 001)		\$ 195	237
Collator 20-Bin (Type 6852, Model 004)		70	77
Collator 20-Bin (Type 6852, Model 003) ³		60	72
Automatic Document Feed (1640)		14	19
Continuous Forms Feeder (1641)		5	9
Copy Controller Feature (1652)		14	19
Each Image .....		.0100	.0100
IBM Model 60 (Type 6808, Model 001)		204	262
Collator 20-Bin (Type 6852, Model 004)		70	77
Collator 20-Bin (Type 6852, Model 003) ³		60	72
Reduction (1642)		17	22
Automatic Document Feed (1640)		14	19
Continuous Forms Feeder (1641)		5	9
Copy Controller Feature (Feature A238)		15	16
Each Image .....		.0110	.0110
IBM Model 70 (Type 8880, Model 001)		139	191
Collator 20-Bin (Type 8881, Model 001)		65	89
Collator 20-Bin (Type 8881, Model 002) ³		56	77
Reduction (1642)		17	22
Automatic Document Feed (1640)		14	19
Continuous Forms Feeder (1641)		5	9
Each Image .....		.0099	.0099
IBM Model 85 (Type 8885, Model 001) ⁴		N/A	404
Stapler (1643) ⁴		N/A	46
Each Image		N/A	.0095

¹Only customers with existing monthly EMAs (01EA) effective prior to January 1, 1989 are eligible for monthly agreements.

²UA price plan refers to the Utility Plan (see item 26 of EMA Terms for details on the Utility Plan, including minimum usage requirements).

³Available in conjunction with 20-Bin Collator (Type 6852, Model 004).

⁴Contract expiration dates cannot exceed December 31, 1995. Per call service rates only are available beginning January 1, 1996.

Equipment Maintenance Agreements Color Products

Product	Price Plan Code:	High-Volume		Color Growth	
		3-Year (36WY)	Annual (12WY)	3-Year (36CH)	Annual (12CH)
KODAK COLOREDGE 1525+ Copier-Printer (includes Pedestal)		N/A	N/A	\$ 250	N/A
KODAK COLOREDGE 1525 Copier (Renewal and plan change only)		N/A	N/A	252	N/A
KODAK COLOREDGE 1525 Film Projector		N/A	N/A	25	N/A
Image Allowance		N/A	N/A	1,000	N/A
1,001 to 4,500 Images		N/A	N/A	.1900	N/A
4,501 and Over Images		N/A	N/A	.2500	N/A
KODAK COLOREDGE 1550+ Copier-Printer (includes Image Scanner)		N/A	\$ 800	315	N/A
KODAK COLOREDGE 1550 Copier (Renewal and plan change only)		N/A	N/A	315	N/A
KODAK COLOREDGE 1550 Film Projector		N/A	25	25	N/A
KODAK COLOREDGE 1550 Film Scanner		N/A	55	55	N/A
KODAK COLOREDGE 1550 Digital Processor		N/A	200	200	N/A
Image Allowance		N/A	5,000	1,000	N/A
5,001 and Over Images		N/A	.1200	N/A	N/A
1,001 and Over Images		N/A	N/A	.1800	N/A
KODAK COLOREDGE 1560/1565 Copier-Printer		\$ 800	825	350	\$ 360
KODAK COLOREDGE 1560/1565 Film Projector		25	25	25	25
KODAK COLOREDGE 1560/1565 Film Scanner III		55	55	55	55
KODAK COLOREDGE 1560/1565 Sorter		22	22	22	22
KODAK COLOREDGE 1560/1565 RDF Feeder		30	30	30	30
KODAK COLOREDGE 1560/1565 Editor ¹		20	20	20	20
Color Image Allowance (Meter A-B)		5,000	5,000	2,000	2,000
5,001 and Over Color Images (Meter A-B) .....		.1200	.1300	N/A	N/A
2,001 to 5,000 Color Images (Meter A-B)		N/A	N/A	.1600	.1700
5,001 to 10,000 Color Images (Meter A-B)		N/A	N/A	.1400	.1500
10,001 and Over Color Images (Meter A-B)		N/A	N/A	.1200	.1300
All Black Images (Meter B) .....		.0400	.0400	.0400	.0400

¹Monthly charge applies to accessory installed on Model 1560 only

Equipment Maintenance Agreements Color Products (continued)

Product	Price Plan Code:	Standard Annual & 3-Year (Renewal Only) (12/36 CE)
KODAK COLOREDGE Copier-Duplicator.....		\$ 600
KODAK COLOREDGE Positioner		N/C
KODAK COLOREDGE Sorter		120
KODAK COLOREDGE Slide Copying Accessory		40
Image Allowance		2,000
2,001 to 5,000 Images		\$1300
5,001 to 8,000 Images .....		.1280
8,001 to 12,000 Images .....		.1250
12,001 to 16,000 Images .....		.1220
16,001 and Over Images.....		.1100

Accessories/RSA (Installed on Purchased Equipment Under EMA)	Price Plan Code:	Annual (12CA)
KODAK COLOREDGE Positioner		\$115
KODAK COLOREDGE Sorter		175

Product	Price Plan Code:	3-Year (36CH)	2-Year (24CH)	Annual (12CH)
FIERY XJK Color Server ²		\$150 ⁴	\$150 ⁴	\$150 ⁵
EFI ¹ FIERY 200i Color Server (EtherTalk is standard) ²		175	N/A	175
EFI ¹ FIERY 150i Color Server (EtherTalk is standard) ²		175	N/A	175
EFI ¹ FIERY 125i Controller (EtherTalk is standard) ^{2/3/5}		175	N/A	175
EFI ¹ FIERY LITE Controller (EtherTalk is standard) ^{2/3/5}		175	N/A	175

N/C – No Charge

¹EFI stands for Electronics for Imaging, Inc.

²FIERY XJK Color Server, and EFI FIERY 150i/200i Color Servers are available for ALL COLOREDGE MODEL Copier/Copier-Printers. The EFI FIERY 125i Controller and EFI FIERY LITE Controllers are available only for the KODAK COLOREDGE 1525/1550 Copiers or the KODAK COLOREDGE 1525+/1550+ Copier-Printers.

³Contract Expiration dates cannot exceed 12/31/96. Per call service rates only are available beginning 1/1/97.

⁴There will be No-Charge for the first 12 months on the 24CH and 36CH plans for new installations on the FIERY XJK. Upon contract expiration customers will renew on the 12CH plan.

⁵Renewals only.

<h2 style="margin: 0;">Equipment Maintenance Agreements</h2> <h3 style="margin: 0;">Color Products</h3>

Product	Price Plan Code:	High-Volume		Color Growth	
		3-Year (36WY)	Annual (12WY)	3-Year (36CH)	Annual (12CH)
KODAK COLOREDGE 1525+ Copier-Printer (includes Pedestal)		N/A	N/A	\$ 250	N/A
KODAK COLOREDGE 1525 Copier (Renewal and plan change only)		N/A	N/A	252	N/A
KODAK COLOREDGE 1525 Film Projector		N/A	N/A	25	N/A
Image Allowance		N/A	N/A	1,000	N/A
1,001 to 4,500 Images		N/A	N/A	.1900	N/A
4,501 and Over Images		N/A	N/A	.2500	N/A
KODAK COLOREDGE 1550+ Copier-Printer (includes Image Scanner)		N/A	\$ 800	315	N/A
KODAK COLOREDGE 1550 Copier (Renewal and plan change only)		N/A	N/A	315	N/A
KODAK COLOREDGE 1550 Film Projector		N/A	25	25	N/A
KODAK COLOREDGE 1550 Film Scanner		N/A	55	55	N/A
KODAK COLOREDGE 1550 Digital Processor		N/A	200	200	N/A
Image Allowance		N/A	5,000	1,000	N/A
5,001 and Over Images		N/A	.1200	N/A	N/A
1,001 and Over Images		N/A	N/A	.1800	N/A
KODAK COLOREDGE 1560/1565 Copier-Printer		\$ 800	825	350	\$ 360
KODAK COLOREDGE 1560/1565 Film Projector		25	25	25	25
KODAK COLOREDGE 1560/1565 Film Scanner III		55	55	55	55
KODAK COLOREDGE 1560/1565 Sorter		22	22	22	22
KODAK COLOREDGE 1560/1565 Buffer Pass Unit		20	20	20	20
KODAK COLOREDGE 1560/1565 RDF Feeder		30	30	30	30
KODAK COLOREDGE 1560/1565 Editor ¹		20	20	20	20
Color Image Allowance (Meter A-B)		5,000	5,000	2,000	2,000
5,001 and Over Color Images (Meter A-B) .....		.1200	.1300	N/A	N/A
2,001 to 5,000 Color Images (Meter A-B)		N/A	N/A	.1600	.1700
5,001 to 10,000 Color Images (Meter A-B)		N/A	N/A	.1400	.1500
10,001 and Over Color Images (Meter A-B)		N/A	N/A	.1200	.1300
All Black Images (Meter B) .....		.0400	.0400	.0400	.0400

¹Monthly charge applies to accessory installed on Model 1560 only

Equipment Maintenance Agreements Color Products (continued)

Product	Price Plan Code:	Standard Annual & 3-Year (Renewal Only) (12/36 CE)
KODAK COLOREDGE Copier-Duplicator		\$ 600
KODAK COLOREDGE Positioner.....		N/C
KODAK COLOREDGE Sorter.....		120
KODAK COLOREDGE Slide Copying Accessory		40
Image Allowance		2,000
2,001 to 5,000 Images		\$.1300
5,001 to 8,000 Images .....		.1280
8,001 to 12,000 Images .....		.1250
12,001 to 16,000 Images .....		.1220
16,001 and Over Images .....		.1100

Accessories/RSA (Installed on Purchased Equipment Under EMA)	Price Plan Code:	Annual (12CA)
KODAK COLOREDGE Positioner.....		\$115
KODAK COLOREDGE Sorter.....		175

Product	Price Plan Code:	3-Year (36CH)	2-Year (24CH)	Annual (12CH)
FIERY XJK Color Server ²		\$150 ⁴	\$150 ⁴	\$150 ⁵
EFI ¹ FIERY 200i Color Server (EtherTalk is standard) ²		175	N/A	175
EFI ¹ FIERY 150i Color Server (EtherTalk is standard) ²		175	N/A	175
EFI ¹ FIERY 125i Controller (EtherTalk is standard) ^{2/3/5}		175	N/A	175
EFI ¹ FIERY LITE Controller (EtherTalk is standard) ^{2/3/5}		175	N/A	175

N/C – No Charge

¹EFI stands for Electronics for Imaging, Inc.

²FIERY XJK Color Server, and EFI FIERY 150i/200i Color Servers are available for ALL COLOREDGE MODEL Copier/Copier-Printers. The EFI FIERY 125i Controller and EFI FIERY LITE Controllers are available only for the KODAK COLOREDGE 1525/1550 Copiers or the KODAK COLOREDGE 1525+/1550+ Copier-Printers .

³Contract Expiration dates cannot exceed 12/31/96. Per call service rates only are available beginning 1/1/97.

⁴There will be No-Charge for the first 12 months on the 24CH and 36CH plans for new installations on the FIERY XJK. Upon contract expiration customers will renew on the 12CH plan.

⁵Renewals only.

Agenda Item 8.2

Resolution No. 96-2346

For the Purpose of Authorizing Execution of Multi-Year Contracts for Primary Service and System Acquisitions and for an Exemption to Contract Code 2.04.044 Granting Authority to the Executive Officer to Enter into Additional Contracts on the Management Information System Project.

**Metro Council Meeting
Thursday, June 13, 1996**

FOR THE PURPOSE OF AUTHORIZING
EXECUTION OF MULTI-YEAR
CONTRACTS FOR PRIMARY SERVICE
AND SYSTEM ACQUISITIONS AND FOR
AN EXEMPTION TO CONTRACT CODE
2.04.044 GRANTING AUTHORITY TO THE
EXECUTIVE OFFICER TO ENTER INTO
ADDITIONAL CONTRACTS ON THE
MANAGEMENT INFORMATION SYSTEM
PROJECT.

) RESOLUTION NO. 96-2346
)
)
) Introduced by Mike Burton
) Executive Officer
)
)
)
)
)
)

WHEREAS, Metro has proposed a Management Information System project budget in FY 1996-97; and

WHEREAS, the Management Information System project is identified as needing Council action; and

WHEREAS, the primary service and system acquisition contracts are attached and a competitive process was followed; and

WHEREAS, other components of the Management Information System project include entering into contracts greater than \$25,000.

BE IT RESOLVED THAT

1. The Metro Council grant authority to the Executive Officer to enter into multi-year contracts with PeopleSoft and BIT, attached as Exhibits A & B; and
2. The Metro Council grant the Executive Officer the authority to enter into all other contracts associated with the Management Information System project on the condition that the contracts are within the Management Information System project budget; the competitive bid/proposal process is adhered to; recognition that training and travel are exempt from the competitive bid/proposal process.

Committee this ____ day of _____, 1996.

Jon Kvistad, Presiding Officer

STAFF REPORT

IN CONSIDERATION OF RESOLUTION 96-2346 FOR THE PURPOSE OF AUTHORIZING EXECUTION OF MULTI-YEAR CONTRACTS FOR PRIMARY SERVICE AND SYSTEM ACQUISITIONS AND FOR AN EXEMPTION TO CONTRACT CODE 2.04.044 GRANTING AUTHORITY TO THE EXECUTIVE OFFICER TO ENTER INTO ADDITIONAL CONTRACTS ON THE MANAGEMENT INFORMATION SYSTEM PROJECT.

Date: May 22, 1996

Presented By: Jennifer Sims

PROPOSED ACTION:

Adoption of Resolution 96-2346 for the purpose of execution of multi-year contracts for primary service and system acquisitions and for an exemption to Metro Contract Code 2.04.044 granting authority to the Executive Officer to enter into additional contracts on the Management Information System project.

FACTUAL BACKGROUND AND ANALYSIS:

MIS Background

In 1995, the Council approved the release of a Request for Proposal to seek financial system software and implementation consulting assistance to replace the current financial system. Two key reasons to replace the current software is that it will not accurately process financial data beginning Fiscal Year 1999-2000 and because it is no longer being supported by the vendor. The entire process from release of the request for proposal document through implementation was projected to take up to three years.

PeopleSoft was selected as the vendor of choice and BIT was recommended to assist in the implementation of PeopleSoft software systems since they have expertise in PeopleSoft systems. The software systems Metro will be purchasing from PeopleSoft include: General Ledger, Accounts Receivable, Billing, Accounts Payable, Project Costing, Payroll, Human Resources, Asset Management, Purchasing, Budget, Time and Labor.

Since the selection of PeopleSoft and BIT, another Request For Proposal was released in early 1996 to determine the hardware, operating system and database system on which to run the PeopleSoft software systems. Hewlett-Packard running Unix and Informix have been selected as the preferred vendors. A more in-depth analysis is being done at this time. Once the final decision has been made, contracts negotiations will commence.

The Management Information System project budget was proposed to the Metro Council in April, 1996. The major components of the budget, totalling \$2,363,716, are

computers for primary users of the financial system within Administrative Services and budgeted in the amount of \$54,755.

Software

The two primary software components are: 1) the PeopleSoft contract in the amount of \$653,900, and 2) the database software system which is the repository for all financial data budgeted for \$75,370. A copy of the PeopleSoft contract is attached as Exhibit A.

Training and Travel

The two major training and travel expenses will be for PeopleSoft application system training and database system training.

Implementation Services

The three major components of implementation services are: 1) BIT implementation consulting assistance for a maximum amount of \$472,700; 2) database consulting assistance to instruct IMS on database management practices budgeted for \$35,000; 3) temporary resources to assist in implementing the project and in continuing to support the current financial system environment budgeted for \$93,960. A copy of the BIT contract is attached as Exhibit B.

BUDGET IMPACT:

The total project budget is \$2,363,716 for the implementation of the Management Information System. This amount is scheduled to be expended over three fiscal years. The proposed contracts are within budget.

EXECUTIVE OFFICER RECOMMENDATION:

The Executive Officer recommends approval of Resolution No. 96-2346.

SOFTWARE LICENSE AND SERVICES AGREEMENT

This agreement ("Agreement") is made as of _____, 1996 ("Effective Date") by and between PeopleSoft, Inc. ("PeopleSoft"), a Delaware corporation having its principal place of business at 1331 North California Boulevard, Walnut Creek, California 94596 and

Name: Metro ("Licensee" or "Metro")
 Address: c/o Chief Financial Officer
 600 NE Grand Avenue
 Portland, OR 97232-2736

This Agreement, and the attached exhibits and Schedules constitute the entire agreement between the parties concerning Licensee's use of the Software. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations. No purchase order or other ordering document which purports to modify or supplement the printed text of this Agreement, any Exhibit, or any Schedule shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by PeopleSoft or Licensee) are objected to and deemed material.

THE TERMS AND CONDITIONS HEREIN ARE ACCEPTED AS PART OF THIS AGREEMENT.

LICENSEE:

PEOPLESOFT, INC.

 Authorized Signature

 Authorized Signature

 Printed Name and Title

Paul Salsgiver, Vice President
 Printed Name and Title

TERMS AND CONDITIONS

1. License

- 1.1 PeopleSoft grants Licensee a perpetual, non-exclusive, nontransferable license to use the licensed number of copies of the Software, solely for internal data processing operations for the Licensee, on each Server at the Site up to the licensed number of Servers specified in the Schedule(s). Internal data processing operations are those required for Metro and any agencies listed on Exhibit A-Metro Serviced Agencies. Any third party software products or modules provided by PeopleSoft to Licensee shall be used solely with PeopleSoft Software. Licensee may use the Software temporarily on a machine other than the Server(s) in the event that the Server(s) is inoperable. Licensee may make a reasonable number of copies of the Software solely for archive or emergency back-up purposes and/or disaster recovery testing purposes. Licensee may modify or merge the Software with other software with the understanding that any modifications, however extensive, shall not diminish PeopleSoft's title or interest in the Software.
- 1.2 PeopleSoft shall provide Licensee with the licensed number of copies of the Software and Documentation as specified the Schedules. Licensee may make a reasonable number of copies of Documentation solely for Licensee's internal use with the Software provided all copyright notices are reproduced.
- 1.3 Replacement Versions: During the two year period following Effective Date, Customer has the one time option, for no additional PeopleSoft license fee, for replacing the licensed database version of the Software with any other database version of the Software supported by PeopleSoft. Once the conversion to the replacement version is complete, Customer agrees to return or certify the destruction of the originally licensed version of the software to PeopleSoft.
- 1.4 Migration to different hardware: Licensee may move the Software to any non IBM MVS database server at any time. There will be no license or migration fee due to PeopleSoft, provided that the Software is not, except for a reasonable testing period during the migration, running on more than one database server at any time, and that PeopleSoft is not required to supply additional software or documentation to facilitate or as a result of the migration.

2. License Exclusions

2.1 Except as expressly authorized herein, Licensee shall not:

- a. Copy the Software;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Software (including PeopleTools) or the Documentation, or use the Software or Documentation in any service bureau arrangement, facility management, or third party training;
- d. Disclose the results of Software performance benchmarks to any third party without PeopleSoft's prior written consent;
- e. Transfer the Software to a different database platform without the prior written consent of PeopleSoft (such consent not unreasonably withheld) and payment of any additional fees which may be due;
- f. Transfer the Software to a different Site without prior written notice to PeopleSoft;
- g. Export the Software in violation of U.S. Department of Commerce export administration regulations;
- h. Invoke support libraries other than through documented API calls; and
- i. Use PeopleTools except in conjunction with the licensed PeopleSoft applications.

2.2 No license, right, or interest in any PeopleSoft trademark, trade name, or service mark is granted hereunder.

3. Fees and Payment Terms

3.1 Licensee shall pay PeopleSoft the fees as specified in the Schedule and all applicable shipping costs.

3.2 Unless Licensee provides PeopleSoft with a valid tax exemption or direct pay certificate, Licensee is responsible for all taxes, duties and customs fees concerning the Software and/or services, excluding taxes based on PeopleSoft's income. Overdue payments shall bear interest at the lesser of twelve percent (12%) per annum or the maximum rate allowed under applicable law.

3.3 For a period commencing upon the Effective Date of this Agreement and expiring three years thereafter, Metro shall be entitled to receive a 25% reduction from the then-current list license fee for PeopleSoft software not included on any Schedule to this Agreement, provided that Metro does not require PeopleSoft to respond to a formal request for proposals or formal request for information.

4. Title and Protection

4.1 PeopleSoft (or its third-party providers) retains title to all portions of the Software, any modifications to the Software developed with PeopleTools, and any copies thereof. Title to the physical media for the Software vests in Licensee upon delivery. PeopleSoft represents that the Software contains valuable proprietary information, and Licensee shall not disclose the Software to anyone other than those of its employees or consultants under nondisclosure obligations who have a need to know for purposes consistent with this Agreement. Licensee shall affix, to each full or partial copy of the Software made by Licensee, all copyright and proprietary information notices as affixed to the original. The obligations set forth in this paragraph shall survive termination of this Agreement.

4.2 The Software may be transferred to the U.S. government only with the separate prior written consent of PeopleSoft, and solely subject to restricted rights as set forth in FAR 52.227-19 (or DFAR 252.227-7013, if the transfer is to a defense-related agency) or subsequent citation.

4.3 Except in the event of a default by Metro, Metro's license shall not be revoked by any action of any assignee or successor to PeopleSoft's rights to title of the Software including any Trustee in bankruptcy.

5. Patent and Copyright Indemnity

PeopleSoft shall indemnify and defend Licensee against any claims that the Software infringes any United States or Canadian patent or copyright; provided that PeopleSoft is given prompt notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of the claim, PeopleSoft may obtain for Licensee the right to continue using the Software, replace or modify the Software so that it becomes noninfringing while giving equivalent performance. PeopleSoft shall have no liability to indemnify or defend Licensee if the alleged infringement is based on: (i) a modification of the Software by anyone other than PeopleSoft, or (ii) the use of the Software other than in accordance with the Documentation.

6. Default and Termination

6.1 Any of the following shall constitute an event of default:

- a. Licensee fails to perform any of its obligations under the sections entitled "License Exclusions" or "Title and Protection"; or
- b. Either party fails to perform any other material obligation under this Agreement and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof.

6.2 If an event of default occurs, PeopleSoft, in addition to any other rights available to it under law or equity, may terminate this Agreement and all licenses granted hereunder by written notice to Metro. Remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

6.3 Within fifteen (15) days after termination of this Agreement, Licensee shall certify in writing to PeopleSoft that all copies of the Software in any form, including partial copies within modified versions, have been destroyed or returned to PeopleSoft.

7. Limited Warranty

PeopleSoft believes that its Software, in conjunction with a HP 9000 with the appropriate number of processors, memory, and disk space, is capable of meeting Metro's response time requirements as set forth in its RFP. However, because performance is affected by other load on the server, data type, client speed, and other factors, PeopleSoft does not warranty or guarantee that its Software will meet the response time requirements in every instance.

PeopleSoft warrants that all PeopleSoft Software is MAPI, VIM, and Year 2000 compliant. PeopleSoft warrants that it has title to the Software and the authority to grant licenses to use the Software. PeopleSoft warrants that the Software will perform as represented in PeopleSoft's proposal made in response to Metro's RFP. PeopleSoft warrants that the Software will perform substantially in accordance with the Documentation for a period of one (1) year from the date of installation. In the event of any difference between PeopleSoft's proposal and the Documentation, the Documentation will take precedence. PeopleSoft's sole obligation is limited to repair or replacement of the defective Software, provided Licensee notifies PeopleSoft of the deficiency within the one-year period and provided Licensee has installed all Software updates provided by PeopleSoft's Software Support Services. PEOPLESOFT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability

PEOPLESOFT WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING DAMAGES INCURRED UNDER THE ARTICLE ENTITLED "PATENT AND COPYRIGHT INDEMNITY", PEOPLESOFT'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY LICENSEE TO PEOPLESOFT FOR THE SOFTWARE OR THE SERVICES FROM WHICH THE CLAIM AROSE. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK WHICH IS SET FORTH IN THIS SECTION.

9. Software Support Services Terms and Conditions

On the Effective Date, PeopleSoft shall provide Licensee with one (1) year of software support services as described in PeopleSoft's standard Software Support Services Terms and Conditions (receipt of which is hereby acknowledged). After the first year, Licensee may elect to acquire Software Support Services by paying PeopleSoft applicable fees as set forth in the applicable Schedule.

10. On-Site Support Days

PeopleSoft shall provide Licensee with support at the Site for the Software as set forth in the Schedules. For a period of two years from the Effective Date, support days not used during the installation phase may be used for other implementation support. Licensee shall reimburse PeopleSoft for all reasonable travel and

living expenses associated with any installation and support. Travel expenses shall not exceed most commonly available coach airfare. Living expenses will not exceed Metro's then-current published per-diem rate.

11. Training

PeopleSoft shall provide Licensee with the number of training units set forth in the Schedules for use at a PeopleSoft Training Facility. Licensee may use training units for Site training as the parties mutually agree in writing. Licensee must use these training units within one (1) year from the Effective Date. For a period of three (3) years from the Effective Date, Licensee may purchase additional training units at a cost of \$350 per unit.

12. Notices

All notices shall be in writing and sent by first class mail, overnight mail, courier, or transmitted by facsimile (if confirmed by such mailing), to the addresses indicated on the first page of this Agreement, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notices to PeopleSoft shall be sent to the Legal Department. Notices to Licensee shall be sent to both Chief Financial Officer and General Counsel.

13. Assignment

Licensee may not assign this Agreement (by operation of law or otherwise) or sublicense the Software without the prior written consent of PeopleSoft, and any prohibited assignment or sublicense shall be null and void. PeopleSoft shall give Metro notice of any assignment by it of title to the Software.

14. Nondisclosure Obligation

14.1 The terms, conditions, pricing and any other information clearly marked "confidential" under this Agreement are confidential and shall not be disclosed, orally or in writing by Licensee to any third party without the prior written consent of PeopleSoft.

14.2 Licensee shall protect the Software with at least the same degree of care and confidentiality which Licensee utilizes for similar Licensee information which it does not wish disclosed to the public. Licensee may provide access to and use of the Software only to those third parties, (undertaking similar nondisclosure obligations), providing services concerning Licensee's use of the Software.

14.3 Licensee is a public body subject to the Oregon Public Records Act. All nondisclosure obligations of Licensee are subject to the provisions of Oregon law that may require disclosure. For purposes of the Oregon Public Records Act, Licensee agrees that it will treat all material marked confidential as confidential and proprietary business information under the Act, and further acknowledges that PeopleSoft owns the copyright to its Software, documentation, and training materials, and such copyrighted documents are protected under federal law.

15. General

This Agreement is made in and shall be governed by the laws of the State of Oregon, excluding choice of law principles. Venue shall be in Multnomah County, Oregon. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any Schedule shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by PeopleSoft or Licensee) are objected to and deemed material unless agreed to in writing. Except for Licensee's obligation to pay PeopleSoft, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. Except for actions for non-payment or breach of PeopleSoft's proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties. This Agreement may be executed in counterparts. To expedite order processing, Transmitted Copies are considered documents equivalent to original documents, however Licensee agrees to provide PeopleSoft with one fully executed original Agreement and applicable Schedule(s).

This Agreement and the Schedule(s) ("Agreement") constitute the entire agreement between the parties concerning Licensee's acquisition and use of the Software. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties. This Agreement may be executed in counterparts, which taken together shall be considered original.

16. Additional Terms and Conditions

Attached as Exhibit __ and incorporated by reference is Metro's Public Contract form. All terms and conditions of the Public Contract form not inconsistent with the provisions of this Agreement shall apply to this Agreement.

17. Definitions

"Documentation" means only technical publications relating to the use of the Software, such as reference, user, installation, systems administrator and technical guides, delivered by PeopleSoft to Licensee.

"PeopleTools" means the underlying architecture from which the Software is designed, and includes software application programming tools and code.

"Schedule(s)" means the independent Software product schedule(s) executed by the parties and Support Services schedule(s) referencing this Agreement. Each Schedule is a separate and independent contractual obligation from any other Schedule. Agreement Effective Date and Schedule Effective Date(s) may differ.

"Server" means a single database or file server that may be accessed by a network of personal computers as set forth in the applicable Schedule.

"Site" means a specific, physical location of Licensee's Server at any facility owned or operated by Metro within Metro's jurisdiction in the Portland, Oregon Metropolitan region.

"Software" means all or any portion of the then commercially available U.S. or Canadian version of the binary computer software programs and enhancements thereto, (including corresponding source code) and Documentation delivered by PeopleSoft to Licensee (or subsequently made by Licensee with PeopleSoft's prior written consent), as listed in the applicable Schedule. Software includes the third-party software only as specified in the Schedule. Software does not include source code to PeopleTools. Unless specifically stated otherwise, all Software is delivered to Licensee only if and when generally commercially available.

"Software Installation Date" means the date upon which PeopleSoft tenders Metro a written certification that the installation process has been completed.

"Transmitted Copies" means this Agreement, Schedules and other ordering documents that are (i) copied or reproduced and transmitted via photocopy, facsimile or process that accurately transmits the original documents; and (ii) accepted by PeopleSoft.

Exhibit A

Metro Serviced Agencies

Metro Facilities, Natural Areas and Cemeteries

■ Metro Facilities

- A. **Metro Washington Park Zoo**
4001 SW Canyon Road
Portland, OR 97221
- B. **Metro Central Station**
6161 NW 61st Ave.
Portland OR 97210
- C. **St. Johns Landfill**
9363 N. Columbia Blvd.
Portland, OR 97232
- D. **Oregon Convention Center**
777 NE Martin Luther King Jr. Blvd.
Portland, OR 97232
- E. **Civic Stadium**
1844 SW Morrison St.
Portland, OR 97205
- F. **Portland Center for the Performing Arts**
1111 SW Broadway
Portland, OR 97205
- G. **Metro Regional Center**
600 NE Grand Ave.
Portland, OR 97232
- H. **Metro South Station**
2001 Washington St.
Oregon City, OR 97045

● Natural Areas

- 1. **Mason Hill**
3 acres
- 2. **Sauvie Island Boat Ramp**
1 acre
- 3. **Multnomah Channel**
11 acres
- 4. **Bybee House & Howell Park**
73 acres
- 5. **Bell View Point**
10 acres
- 6. **M. James Gleason Memorial Boat Ramp**
6 acres
- 7. **Broughton Beach**
9 acres
- 8. **Beggar's-tick Marsh**
20 acres
- 9. **Glendoveer Golf Course & Fitness Trail**
232 acres
- 10. **Blue Lake Park**
185 acres
- 11. **Gary & Flagg Islands**
132 acres
- 12. **Oxbow Park**
1,000 acres
- 13. **Indian John Island**
64 acres
- 14. **Larch Mountain Corridor**
185 acres
- 15. **Chinook Landing Marine Park**
67 acres
- 16. **Expo Park (future overnight facility)**
12 acres
- 17. **Sandy River Access Points (4)**
5.6 acres
- 18. **Beggar's-tick Addition**
.25 acres
- 19. **Smith & Bybee Lakes Addition**
5.17 acres

- 20. **Phillipi Property**
6.38 acres
- 21. **Smith & Bybee Lakes**
2,000 acres

◆ Cemeteries

- 22. **Jones**
2.5 acres
- 23. **Grand Army of the Republic**
1 acre
- 24. **Lone Fir**
30.5 acres
- 25. **Multnomah Park**
9.3 acres
- 26. **Brainard**
1.1 acres
- 27. **Columbia Pioneer**
2.4 acres
- 28. **White Birch**
0.5 acres
- 29. **Escobar**
0.5 acres
- 30. **Gresham Pioneer**
2 acres
- 31. **Mt. View Stark**
0.8 acres
- 32. **Douglass**
9.1 acres
- 33. **Pleasant Home**
2 acres
- 34. **Powell Grove**
1 acre
- 35. **Mt. View Corbett**
2 acres

**SCHEDULE # 1
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
(PeopleSoft HRMS and Financials)**

This independent Schedule is made as of _____ by and between PeopleSoft, Inc. ("PeopleSoft") and Metro ("Licensee"). This Schedule is part of the Software License and Services Agreement between the parties dated _____, 1996 ("Agreement"). PeopleSoft's standard Software Support Service Terms and Conditions shall be a part of this Schedule provided that Licensee elects to purchase Software Support Services. Capitalized terms used herein shall have the same meaning ascribed to them in the Agreement. Handwritten or typewritten text (other than information which is specifically called for in the spaces provided) which purports to modify or supplement the printed text of this Schedule shall have no effect and shall not add to or vary the terms of the Agreement. All such additions (whether submitted by Licensee or PeopleSoft) are objectionable and deemed material.

ACCEPTED BY:
LICENSEE

ACCEPTED BY:
PEOPLESOFT, INC.

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

	<u>Per Copy License Fee</u>	<u>Production Copies</u>	<u>Test & Development Copies</u>	<u>License Fee</u>
HRMS and Financials Product Line				
Human Resources	116,000	1	0	116,000
Payroll	116,000	1	0	116,000
General Ledger for Public Sector	110,000	1	0	110,000
Accounts Receivable for Public Sector	77,000	1	0	77,000
Accounts Payable for Public Sector	77,000	1	0	77,000
Asset Management for Public Sector	66,000	1	0	66,000
Purchasing for Public Sector	99,000	1	0	99,000
Project Costing for Public Sector	88,000	1	0	88,000
Billing for Public Sector	66,000	1	0	66,000

Subtotal from Page 1: \$ 815,000

Subtotal from Page 2: \$ 32,000

Subtotal: \$ 847,000

Price Reduction: \$ (296,450)

Total Net Price \$ 550,550.00

The prices on this Schedule are contingent upon Licensee placing a simultaneous order for all software on this Schedule and on Schedule 2, excluding any test and development copies.

Database Version: INFORMIX	Operating System: HP-UX	Hardware Model: HP 9000
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Depending on the Database Version licensed, Licensee receives the applicable items listed below:

	<u>Qty.</u>	<u>DB2</u>	<u>SQLBase</u>	<u>SQL Server</u>	<u>All Other</u>
Database	0	N/A	included	N/A	N/A

PeopleTools - Restricted Development¹	1	included	included	included	included
Training Units²	115	included	included	included	included
On-Site Support Days³	12	included	included	included	included
Documentation	2	included	included	included	included

¹ PeopleTools for Restricted Development shall be used by Licensee to develop add-on applications only to the licensed PeopleSoft Software applications.

² One (1) Training Unit is day in class for one student.

³ One (1) Support day is equivalent to an eight (8) hour work day.

ADDITIONAL SOFTWARE/SERVICES

Software/Service	Manufacturer	Per Item Fee	Quantity	Fee
Workstation Access (includes base application access, Workstation SQR, Client/LAN SQR, QueryLink, Crystal, nVision)	PeopleSoft, Inc.	25,000	unlimited access	25,000
Server SQR	Sybase, Inc./MITI	7,000 FOR 3	3	7,000
Workflow Manager	PeopleSoft	included	1	0
Import Manager				
Application Upgrader				
Subtotal of Page 2:			<u>\$32,000</u>	<u>\$32,000</u>

Option to Purchase Test and Development Copy: For a period of two years from the Schedule Effective Date, Licensee may purchase a test and development copy of all Software Products on this Schedule for use on a separate server for a single fee of \$36,000.00.

Payment terms: Licensee shall pay PeopleSoft fifty (50%) percent of license fees on the Schedule Effective Date, twenty-five (25%) percent of license fees sixty (60) days from the Schedule Effective Date, fifteen (15%) percent on March 1, 1997, and ten (10%) on May 1, 1997. All fees are payable in U.S. dollars and shall be sent to the attention of PeopleSoft's Accounts Receivable Department. License fees are not refundable and cancellation or termination of the license does not entitle Licensee to a full, partial, or pro-rata refund of license fees.

Support Services Effective Date: Support services shall commence upon the Support Services Effective Date. The Support Services Effective Date shall be the same as the Schedule Effective Date for General Ledger, Payables, Receivables, Project Costing, and Billing. The Support Services Effective Date shall be March 1, 1997 for Human Resources and Payroll. The Support Services Effective Date shall be March 1, 1998 for Asset Management and Purchasing.

Software Support Service Renewal Terms: One (1) year after the Support Services Effective Date, Licensee may elect to continue Software Support Services for the following year by paying PeopleSoft an annual Support Services fee of seventeen (17%) percent of the net license fee for the applicable Software listed on this Schedule. Thereafter, Licensee may elect to continue Software Support Services by paying PeopleSoft the then-current Support Services fee, which will not increase more than six (6%) percent per year for the first four years after the Schedule Effective Date. Thereafter, Customer may elect to continue Software Support Services for the following year by paying Supplier the then-current annual Support Services fee, or in accordance with a fixed fee schedule of no greater than three year's duration as mutually agreed by Supplier and Customer.

LICENSEE SITE ADDRESS FILL IN	BILL-TO ADDRESS FILL IN	SHIP-TO ADDRESS FILL IN
Contact Name: Phone No. Fax No.	Contact Name: Phone No. Fax No. P.O. Box No:	Contact Name: Phone No. Fax No.

LICENSEE TRAINING ADMINISTRATOR
Contact Name: FILL IN Phone No. Fax No.

SCHEDULE # 2
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
(PeopleSoft Time and Labor and Budgets)

This independent Schedule is made as of _____ by and between PeopleSoft, Inc. ("PeopleSoft") and Metro ("Licensee"). This Schedule is part of the Software License and Services Agreement between the parties dated _____, 1996 ("Agreement"). PeopleSoft's standard Software Support Service Terms and Conditions shall be a part of this Schedule provided that Licensee elects to purchase Software Support Services. Capitalized terms used herein shall have the same meaning ascribed to them in the Agreement. Handwritten or typewritten text (other than information which is specifically called for in the spaces provided) which purports to modify or supplement the printed text of this Schedule shall have no effect and shall not add to or vary the terms of the Agreement. All such additions (whether submitted by Licensee or PeopleSoft) are objectionable and deemed material.

ACCEPTED BY:
LICENSEE

ACCEPTED BY:
PEOPLESOFT, INC.

 Authorized Signature

 Authorized Signature

 Printed Name and Title

 Printed Name and Title

	<u>Per Copy License Fee</u>	<u>Production Copies</u>	<u>Test & Development Copies</u>	<u>License Fee</u>
PeopleSoft Budgeting for Public Sector ¹	66,000	1	0	66,000
PeopleSoft Time and Labor ²	93,000	1	0	93,000

Subtotal from Page 1: \$ 159,000
 Subtotal from Page 2: \$ 0

Subtotal: \$159,000
 Price Reduction: (\$55,650)

Total Net Price \$103,350.00

The prices on this Schedule are contingent upon Licensee placing a simultaneous order for all software on this Schedule and on Schedule 1, excluding any test and development copies.

Database Version: INFORMIX	Operating System: HP-UX	Hardware Model: HP 9000			
Depending on the Database Version licensed, Licensee receives the applicable items listed below:					
	<u>Qty.</u>	<u>DB2</u>	<u>SOLBase</u>	<u>SOL Server</u>	<u>All Other</u>
Database	N/A	N/A	included	N/A	N/A
PeopleTools - Restricted Development ³	1	included	included	included	included
Training Units ⁴	0	included	included	included	included
On-Site Support Days ⁵	0	included	included	included	included
Documentation		included	included	included	included

¹ If and when available

² If and when available

³ PeopleTools for Restricted Development shall be used by Licensee to develop add-on applications only to the licensed PeopleSoft Software applications.

⁴ One (1) Training Unit is day in class for one student.

⁵ One (1) Support day is equivalent to an eight (8) hour work day.

Option to Purchase Test and Development Copy: For a period of two years from the Schedule Effective Date, Licensee may purchase a test and development copy of each Software Product on this Schedule for a single fee of \$36,000.00.

Payment terms: Licensee shall pay PeopleSoft fifty (50%) percent of license fees on the date the Software module becomes commercially available and fifty (50%) percent of license fees sixty (60) days from the commercial availability date. Licensee understands that the Software specified in this Schedule is not currently available and PeopleSoft makes no assurances regarding if or when such Software shall become available. After a specified Software module is commercially available for delivery, the associated license fees shall be non-cancelable and non-refundable. All fees are payable in U.S. dollars and sent to the attention of PeopleSoft's Accounts Receivable Department.

Support Services Effective Date: Support services shall commence upon the Support Services Effective Date. The Support Services Effective Date shall be the later of the date the Software modules become commercially available or March 1, 1998.

Software Support Service Renewal Terms: One (1) year after the Support Services Effective Date, Licensee may elect to continue Software Support Services for the following year by paying PeopleSoft an annual Support Services fee of seventeen (17%) percent of the net license fee for the applicable Software listed on this Schedule. Thereafter, Licensee may elect to continue Software Support Services by paying PeopleSoft the then-current Support Services fee, which will not increase more than six (6%) percent per year for the first four years after the Schedule Effective Date. Thereafter, Customer may elect to continue Software Support Services for the following year by paying Supplier the then-current annual Support Services fee, or in accordance with a fixed fee schedule of no greater than three year's duration as mutually agreed by Supplier and Customer.

LICENSEE SITE ADDRESS FILL IN	BILL-TO ADDRESS FILL IN	SHIP-TO ADDRESS FILL IN
Contact Name: Phone No. Fax No.	Contact Name: Phone No. Fax No. P.O. Box No:	Contact Name: Phone No. Fax No.

LICENSEE TRAINING ADMINISTRATOR
Contact Name: FILL IN Phone No. Fax No.

Software Support Services Terms and Conditions

Software Support Services Terms and Conditions ("Support Services") are referenced in and incorporated into the License Agreement between PeopleSoft and Licensee. Upon reasonable notice, PeopleSoft reserves the right to modify the terms and conditions of Support Services on an annual basis to reflect then - current market conditions.

1. Coverage

PeopleSoft provides Licensee with Support Services for the Software in consideration of Licensee's payment of the applicable fees to PeopleSoft.

2. Software Maintenance

The following technical and functional improvements will be issued periodically by PeopleSoft to improve Software operations:

- a. Fixes to Errors;
- b. Updates; and
- c. Enhancements contained within new releases.

3. Priority Level of Errors

PeopleSoft shall reasonably determine the priority level of Error in accordance with the following protocols:

Priority A - Critical:

PeopleSoft promptly initiates the following procedures: (1) assign PeopleSoft specialist(s) to correct the Error; (2) provide ongoing communication on the status of the correction(s); and (3) immediately begin to provide a Workaround or a Fix.

Priority B - Urgent:

(1) PeopleSoft assigns a PeopleSoft specialist to commence correction of Error(s) and (2) Provide escalation procedures as reasonably determined by PeopleSoft support staff. PeopleSoft exercises all commercially reasonable efforts to include the Fix for the Error in the next Software maintenance release.

Priority C - Standard:

PeopleSoft may include the Fix for the Error in the next major Software release.

4. Telephone Support

PeopleSoft provides telephone support concerning installation and use of the Software. Except for designated holidays, standard telephone support hours are Monday through Friday, 4:00 a.m. to 6:30 p.m., Pacific Standard Time. Telephone Support is also available 24-hours a day, 7-days a week for in-production customers who need to resolve critical production problems apart from normal support hours.

5. Account Manager

PeopleSoft assigns an account manager to assist with the on-going support relationship between PeopleSoft and Licensee. A reasonable amount of account manager on-Site time, no less than sixteen (16) hours per year, is included in the annual Support Services fee. Licensee will reimburse PeopleSoft for the reasonable travel and living expenses of the account manager for on-Site support activity. Site visits to correct priority A errors shall be at PeopleSoft's expense.

6. PEOPLESOFT FORUM

- a. PeopleSoft Forum on-line bulletin board system features postings by PeopleSoft and PeopleSoft Software users regarding technical and non-technical topics of interest. Licensee may access PeopleSoft Forum through Licensee's CompuServe services account or through the Internet via Licensee's Internet access software. At Licensee's own expense, Licensee may acquire the CompuServe service and a license to use Lotus Notes.
- b. All Software maintenance releases and Fixes to the Software may be delivered to Licensee through PeopleSoft Forum or through the Internet via Licensee's Internet access software. All information specified in PeopleSoft Forum by PeopleSoft is confidential and proprietary to PeopleSoft and shall only be used in connection with Licensee's use of the Software and informational communications with other PeopleSoft Forum participants. PeopleSoft reserves the right to modify information posted to PeopleSoft Forum. PeopleSoft shall have the right to publish and distribute only through PeopleSoft Forum in all languages and in association with Licensee's name any material or software programs provided by Licensee to PeopleSoft

Forum. Licensee shall not use PeopleSoft Forum for advertising or public relations purposes and shall only submit information to PeopleSoft Forum that is owned by Licensee or which Licensee has third party permission to submit to PeopleSoft Forum for use by all other PeopleSoft Forum users.

- c. In the interest of diminishing exposure to software viruses, PeopleSoft tests and scans for software viruses all information entered by PeopleSoft prior to submission of information to PeopleSoft Forum. Licensee shall also use a reliable virus detection system on any software or information posted to PeopleSoft Forum, utilize back-up procedures, monitor access to PeopleSoft Forum, promptly notify PeopleSoft of any virus detected within Licensee's systems associated with PeopleSoft Forum and generally exercise a reasonable degree of caution when utilizing information from PeopleSoft Forum. PeopleSoft does not warrant that PeopleSoft Forum will operate without interruption or without errors. PeopleSoft reserves the right to modify or suspend PeopleSoft Forum service in connection with PeopleSoft's provision for Support Services.

7. Fees

The first year of Support Services is included in the Software license fees; thereafter, in the event Licensee elects to continue to receive Support Services, Licensee shall pay PeopleSoft the annual Support Services fee as set forth in the applicable Schedule. Support Services are billed on an annual basis, payable in advance. Licensee shall be responsible for all taxes associated with Support Services, exclusive of taxes based on PeopleSoft's income. Licensee's payment shall be due within thirty (30) days of receipt of the PeopleSoft invoice. Should Licensee elect not to renew Support Services and subsequently request Support Services, PeopleSoft shall reinstate Support Services only after Licensee pays PeopleSoft the annual then current fee plus all cumulative fees that would have been payable had Licensee not suspended Support Services.

8. Term and Termination

Unless a shorter term is agreed to in writing by both parties, Support Services shall be provided for one (1) year from the Schedule Effective Date and shall be extended each additional year unless terminated by either party. Each one (1) year term shall commence on the anniversary of the Schedule Effective Date.

Either party may terminate the Support Services provisions at the end of the original term or at the end of any renewal term by giving the other party written notice at least ninety (90) days prior to the end of any term.

In the event Licensee fails to make payment pursuant to the section titled "Fees", or in the event Licensee breaches the Support Services provisions and such breach has not been cured within thirty (30) days of written receipt of notice of breach, PeopleSoft may suspend or cancel Support Services.

9. Exclusions

PeopleSoft shall have no obligation to support:

- a. Altered, damaged or substantially modified Software;
- b. Software that is not a current release, or a Previous Sequential Release;
- c. Errors caused by Licensee's negligence, hardware malfunction, or other causes beyond the reasonable control of PeopleSoft;
- d. Software installed in a hardware or operating environment not supported by PeopleSoft; and
- e. Third party software not licensed through PeopleSoft.

10. General

All Updates provided to Licensee are subject to the terms and conditions of the Agreement.

PeopleSoft shall not be liable for any failure or delay in performance of the Support Services due to causes beyond its reasonable control. Any illegal or unenforceable provision shall be severed from these Terms and Conditions. Licensee agrees that any information received pursuant to these Terms and Conditions shall be deemed subject to the non-disclosure obligations set forth in the Agreement. The Support Services Terms and Conditions states the entire agreement of PeopleSoft's provision of Support Services to Licensee and may only be amended by a written amendment executed by both parties.

11. Definitions

Unless otherwise defined herein, capitalized terms used herein shall have the same meaning as set forth in the Agreement and applicable Schedule.

"Enhancement" means technical or functional additions to the Software to improve software functionality and/or operations. Enhancements are delivered with new releases of the Software.

"Error" means a malfunction in the Software which degrades the use of the Software.

"Fix" means the repair or replacement of source or object or executable code versions of the Software to remedy an Error.

"Previous Sequential Release" means a release of Software for use in a particular operating environment which has been replaced by a subsequent release of the Software in the same operating environment. A Previous Sequential Release will be supported by PeopleSoft for a period of eighteen (18) months after release of the subsequent release. Multiple Previous Sequential Releases may be supported at any given time.

"Priority A - Critical" means an Error that: (1) renders the Software inoperative; or (2) causes the Software to fail catastrophically.

"Priority B - Urgent" means an Error that affects performance of the Software, but does not prohibit Licensee's use of the Software.

"Priority C - Standard" means an Error that causes only a minor impact of the use of the Software.

"Update" means all published revisions to the printed documentation and one (1) copy of the new release of the Software which are not designated by PeopleSoft as new products for which it charges separately.

"Workaround" means a change in the procedures followed or data supplied to avoid an Error without significantly impairing performance of the Software.

Project _____
Contract No. _____**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, OR 97232-2736, and **BUSINESS INFORMATION TECHNOLOGY, INC.**, referred to herein as "BIT" or "Contractor," located at 1800 Sutter Street, Suite 770, Concord, California 94520.

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 _____ and shall remain in effect until and including _____, 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 Four Hundred Seventy-two Thousand Seven Hundred and no/100 Dollars (\$472,700).
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.

Subject to the liability limits of the Oregon Tort Claims Act, Metro shall indemnify and hold Contractor, its agents and employees harmless from any and all claims, demands, actions, losses and expenses, including attorney's fees, arising out of Metro's negligence or other wrongful acts except for Contractor's negligence or wrongful acts.

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 joint property of Metro and Contractor, 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 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 to a maximum of \$15,000, which 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 twenty-one 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 necessarily and properly incurred through the date 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 and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

17. **Contractor Property.** Metro and Contractor acknowledge and understand that Contractor has developed certain copyrighted material, software, trade secrets, project plans, products, schedules and other properties prior to the execution of this Agreement which Contractor will provide to Metro for its unlimited, internal use and which Contractor will utilize in performing its obligations pursuant to this Agreement; that Contractor will retain full ownership of such properties and that Metro shall not disclose or reveal any such properties to any unauthorized person or entity at any time without Contractor's written consent notwithstanding Metro's right to utilize these properties.

18. **Availability of Metro Staff.** Metro agrees to make its personnel available as necessary to Contractor on a consulting basis to answer questions that may arise, and to the project to perform implementation related tasks as jointly assigned, throughout the term of this Agreement.

19. **Non-hiring Provision.** Metro agrees that it will not hire, nor independently contract with, BIT consultants during the term of this Agreement, nor for three months following this Agreement.

20. **Space and Facilities.** Metro agrees to furnish, without charge, reasonable space, computer facilities and clerical support for Contractor personnel assigned to perform services under this Agreement, when they are on site.

BUSINESS INFORMATION
TECHNOLOGY, INC.

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCOPE OF WORK FOR BIT

General Information/Approach/RIA Scope

BIT's involvement will primarily be of an advisory nature. While BIT consultants will perform certain specific fit analysis, planning, conversion, design, coding, testing, implementation, production, and post implementation activities, the primary purpose of these activities will be to train Metro staff in how to do it themselves.

BIT will also provide at no additional cost to Metro a set of automated tools to increase the productivity of the team in performing the RIA, project planning, data mapping and conversion. BIT anticipates contributing approximately 3,260 hours over the life of the Financials and HRMS project. See Attachment #1 for how the hours are estimated to be allocated among the project activities.

The anticipated implementation approach for Metro includes phasing in the application systems, in accordance with Attachment #1 and includes modeling of each application system in order to reduce the risk to Metro. The actual implementation approach may be subject to revision based on the Requirements Integration Assessment (RIA).

BIT will assign an Account Manager for managing the efforts of all BIT consultants, reviewing deliverables, and monitoring progress against all applicable plans and assignments. This person will have experience in managing accounts, preferably PeopleSoft accounts for both Financials and HRMS.

Metro's project is divided into Phase I (Foundation) and Phase II (Build-Out) and the scope of BIT's involvement is for Phase I. The completion of Phase I must coincide with Payroll being implemented beginning January 1, 1998. BIT must adhere to this schedule.

The implementation project deliverables include a completed Requirements Integration Assessment (RIA) for the following application systems: (all application systems are PeopleSoft systems or are provided by PeopleSoft with their software packages).

Financials:

- General Ledger
- Project Costing
- Accounts Payable
- Billing
- Accounts Receivable
- EIS/Report Writer (nVision Product & Others such as Crystal)

HRMS:

Human Resources (included in references to HRMS)

Payroll (included in references to HRMS)

The RIA principal deliverables will include a comprehensive Fit/Gap Analysis and a detailed Project Plan including all application systems listed above. It additionally should contain, but not exclusively, an Executive Summary; Summary of Estimates for each application system and conversions; Conversion Requirements for each application system; Issue Papers (BIT terminology); Fit/Gap Analysis and Requirements for each application system; Electronic Interface Requirements for each application system; Issues/Resolutions; Detailed Implementation Plan (comprehensive and for each application system).

The completed PeopleSoft Financials' RIA and Project Plan will be incorporated as part of this contract and will represent the work effort to be completed by BIT and other project participants. If BIT is utilized by Metro to assist in the RIA and Project Plan for the PeopleSoft Human Resources/Payroll system, the RIA and Project Plan will be incorporated as part of this contract and will represent the work effort to be completed by BIT and other project participants.

The RIA is expected to be completed in a reasonable timeframe to accommodate the Integrated Management Information System Preliminary Project Plan schedule, Attachment #1, to this contract. BIT understands Metro is desirous of changing the way business is done to gain efficiencies in operations and that the RIA will factor this goal into consideration as BIT prepares the RIA.

Implementation Project Deliverables

The project deliverables include a completed Requirements Integration Assessment for Financials (per the above list of applications) and if Metro elects to proceed with additional services, HRMS (personnel and payroll), detail project plans, fully tested and functioning Financials and HRMS applications, plus all applicable internal and external interfaces and a converted data base. BIT will work in conjunction with Metro, PeopleSoft, Database Vendor, Hardware/Operating System Vendor, to achieve all of the desired performance benchmarks stipulated in Metro's Request For Proposal, Chapter III-Technical Requirements, Section 18-System Performance.

BIT Role

BIT's role on this project will be to provide guidance and assistance to Metro through Phase I of the project with a wide range of services and productivity tools. The services will include technical support, conversion assistance, RIA and project planning assistance, design, development, and testing and implementation of individual modules, system testing and miscellaneous post implementation activities.

PeopleTools Implementation Services

BIT will provide specialized expertise required for PeopleCode or other program language enhancements to the system, interfaces, and SQR reports and batch programs to help decrease the learning curve of Information Management Services' technicians.

BIT will provide the necessary technical and functional support to meet the requirements of the implementation. BIT functional consultants will support Metro by providing the analysis of Metro's requirements, interpreting them in light of the PeopleSoft architecture, and making recommendations for organization and set-up of relevant tables and files.

BIT functional and technical consultants will work with Metro project team members in developing the functional and technical design of all system enhancements, including a thorough analysis of all inputs, processes, table changes, and new processes.

Relationship to PeopleSoft

Metro has entered into an agreement with PeopleSoft for the purchase of Software licenses and support and maintenance thereof. PeopleSoft has recommended that Metro utilize the services of BIT in the implementation process. BIT agrees that they will not take any action that will be grounds for PeopleSoft to not provide needed support or that will cause PeopleSoft not to honor all warranties made in the PeopleSoft Agreement.

Testing

As part of BIT's acceptance testing support services, BIT has developed formal procedures that include Test Forms, Test Case Worksheets, and Problem Logs for proven testing procedures.

Project Tracking and Reporting

BIT consultants will prepare status reports to account on a weekly basis for the time spent on the project and the work accomplished. A weekly report on the overall status will be prepared by BIT's staff and will be distributed to Metro and BIT management. BIT's Account Manager will meet with Metro's management and provide updates on the progress of the project, identify contingencies that may have an impact on schedule, and offer alternative solution to problems.

Solutions Library

BIT will make available to Metro the Solutions Library which includes enhancements made to PS applications at no charge to Metro.

Expertise of Employees

BIT employees shall be experts at implementation of PeopleSoft products in a government environment. With the exception of illness, termination or other causes beyond BIT's control, BIT employees, deemed by Metro as key and critical, shall not be removed from the project without Metro's prior consent. BIT employees shall be sensitive to the municipal operations and provide recommendations and support to Metro so that Metro may provide efficient and effective service to its customers. Such services may include advice on redesigning the way Metro performs business activities.

Metro has the express authorization to approve all BIT personnel assigned to the Metro project. Approval may include interviews and checking references. Upon written request from Metro, BIT will reassign any project staff unacceptable to Metro and assign new staff acceptable to Metro, in a timely manner that does not delay implementation of Metro's projects.

If BIT proposes to Metro that BIT Consultants, whose status is that of Trainee, be placed on the Metro account, it will take the form of an amendment to this contract and be mutually agreed to by both parties.

Payment

Metro shall pay BIT for work performed on location at Metro for the completion of the RIA for the PeopleSoft Financials based on the hourly rates attached as Exhibit A, not to exceed \$116,000 while accomplishing the work indicated in Attachment #1. If the work effort is less than what is represented in Attachment #1 and/or in the Final Project Plan, a product developed as part of the RIA, the billing to Metro will reflect the reduced cost. For the integration and post implementation phase for the PeopleSoft Financials, BIT's compensation shall not exceed \$179,800.

Whether BIT plays a role in the preparation of the RIA or in the implementation of Human Resources/Payroll will be a decision made by Metro following the implementation of PeopleSoft Financials. If Metro proceeds with PeopleSoft HRMS and elects to have BIT assist with the implementation, BIT will do all of the work indicated in the Attachment #1 for a not to exceed amount of \$46,400. If the work effort is less than represented in Attachment #1, Metro will reimburse BIT at the reduced cost. BIT's total compensation for the integration and post implementation phase for PeopleSoft HRMS shall not exceed \$130,500.

Invoicing will be monthly directed to:

Metro
c/o Accounts Payable
600 N. E. Grand Avenue
Portland, Oregon 97232-2736

Invoicing will be detailed to include activity performed for the applicable month. Payment by Metro will be made within 30 days. BIT will provide the level of detail in its invoice that may be reasonably required by Metro, including, but not limited to, information regarding names of staff members, hours worked, specific services performed and billing rates.

Business Information Technology Consulting Services Fee Schedule is Attachment #2 to this contract. Attachment #2 is what Metro will pay for services negotiated outside the scope of the work described in this contract or at a lesser rate, dependent on negotiations.

If Metro elects to make use of BIT for any part of or all of Phase II, also known as the Build-Out, BIT's rate will not increase more than 15% from the date of this agreement until the commencement of Phase II. The base rate source, to calculate the approved and allowable increase, is the rate BIT utilized to compute the cost of their involvement as published in Attachment #1. Phase II consists of PeopleSoft Purchasing, Time and Labor, Budget and Asset Management Systems.

Agenda Item 8.3

Resolution 96-2347

For the Purpose of Authorizing an Exemption to the Metro Code Chapter 2.04.060., Personal Services Contracts with the Portland Art Museum for Sponsorship of an Educational Program in Conjunction with the Museum and Intel Foundation.

**Metro Council Meeting
Thursday, June 13, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96-2347
AN EXEMPTION TO THE METRO CODE)
CHAPTER 2.04.060, PERSONAL SERVICES) Introduced by Mike Burton,
CONTRACTS SELECTION PROCESS, AND) Executive Officer
AUTHORIZING A SOLE-SOURCE CONTRACT)
WITH THE PORTLAND ART MUSEUM FOR)
SPONSORSHIP OF AN EDUCATIONAL)
PROGRAM IN CONJUNCTION WITH THE)
MUSEUM AND INTEL FOUNDATION.)

WHEREAS, Metro supports educational programs that further waste reduction objectives in the region; and

WHEREAS, The Portland Art Museum requested that Metro, in conjunction with Intel Foundation, sponsor development of a high-quality inter-active CD-ROM educational program for the classroom to be distributed to schools in the region; and

WHEREAS, Automating the Museum's education program will eliminate the use of thousands of sheets of paper annually, which results in reducing substantially the waste generated each year by the production and distribution of this paper-reliant school curriculum; and

WHEREAS, Metro's participation as a sponsor in this program was approved and anticipated by inclusion of \$5,000 in the FY 1995-96 budget of the Regional Environmental Department, and will cover the cost of producing and distributing 2,500 CD-ROMs; and

WHEREAS, The Portland Art Museum is the only organization appropriate to perform the services as outlined in the contract Scope of Work; and

WHEREAS, The Executive Officer has reviewed the contract with the Portland Art Museum for sponsorship of the inter-active CD-ROM educational project for schools in the region, and hereby recommends Council approval; now, therefore,

BE IT RESOLVED, THAT

The Metro Council hereby exempts the attached contract (Exhibit "A" hereto) with the Portland Art Museum from the competitive proposal requirement pursuant to Metro Code Chapter 2.04.060 because the Board finds that the Portland Art Museum the sole provider of the required service.

ADOPTED by the Metro Council this ____ day of _____, 1996.

Jon Kvistad, Presiding Officer

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 96-2347 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE METRO CODE CHAPTER 2.04.060, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH THE PORTLAND ART MUSEUM FOR SPONSORSHIP OF AN EDUCATIONAL PROGRAM IN CONJUNCTION WITH THE MUSEUM AND INTEL FOUNDATION.

June 5, 1996

Presented by: Judith Mandt

PROPOSED ACTION

Adoption of Resolution No. 96-2347 would authorize an exemption to competitive contract procedures and authorize the execution of a personal services contract with the Portland Art Museum. The contract will provide funds to fulfill Metro's participation in a three-way grant between the Museum, Intel Foundation and Metro to develop a CD-ROM project for the Museum's in-school education program.

FACTUAL BACKGROUND

The Portland Art Museum has for many years presented an education program in the public schools of the region designed to educate school children about the Museum's collection and other aspects of art in the state. The program has typically been a paper-reliant medium, involving duplication of virtually thousands of pages of paper each year in the production of curricula and pamphlets that are distributed in the classroom. Developing the program on a CD-ROM will permit revisions to the program and use of the materials electronically, thus eliminating production and the subsequent use of hundreds of cases of paper, even if recycled.

The Art Museum requested Intel Foundation and Metro to participate in a grant that would modernize the education program by developing a high-quality CD-ROM for electronic presentation in the classroom. Intel Foundation agreed to serve as the major sponsor with a contribution from a supporting participant. Metro agreed to participate because the project furthers Metro's waste reduction objective, and \$5,000 was approved in the FY 1995-96 budget for the Regional Environmental Management Department.

The funds will pay for the duplication and distribution of 2,500 educational CD-ROMs to all schools in the region. Metro will be recognized as a sponsor on the CD-ROM and on all accompanying marketing, promotional, and media materials to be used when the project is launched in the schools later this year.

Exemption from the competitive bidding procedures and authorization of a sole source contract is requested because the Portland Art Museum is the only organization capable of performing this service.

BUDGET IMPACT

The Regional Environmental Management Department FY 1995-96 budget included \$5,000 for the cost of this contract.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2347.

JM:gbc
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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 Portland Art Museum referred to herein as "Contractor," located at 1219 S.W. Park Avenue, Portland, Oregon 97205-2486.

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, 1996, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Attachment 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 FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00).
4. **Insurance.** CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.
 - 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. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

PORTLAND ART MUSEUM

METRO

Signature

Signature

Print name and title

Print name and title

Date

Date

ATTACHMENT A

PROJECT TITLE: Portland Art Museums CD-ROM Project

CONTRACTOR Portland Art Museum
1219 SW Park Avenue
Portland, OR 97205-2486

PROJECT CONTACTS: Ms. Lucy M. Buchanan
Director of Development

CONTRACT TERM: June 15, 1996 through June 30, 1996

CONTRACT AMOUNT: \$5,000.00

SCOPE OF WORK

The Contractor will create an educational CD-ROM program for children in grades 5-8, ages 11-14, that will supplement the existing visual arts curricula in schools throughout Metro's region, Oregon, and SW Washington. The Museum's CD-ROM program will feature up to 50 works of art from the Museum's permanent collection, which is the largest and richest artistic resource in the Pacific Northwest. As an important outreach tool, this educational CD-ROM program will teach children how to look at a work of art and to evaluate it on multiple levels. The CD-ROM project promotes the use of this innovative non-paper reliant technology as an effective vehicle to reduce waste and paper in our schools. Metro's contribution will be used to duplicate and distribute at least 2,500 CD-ROMs to all schools in the region.

The Contractor shall be responsible for the following:

1. Work with a local multimedia firm to create the CD-ROM. These tasks include conceptual development, design and programming. Contractor will be responsible for all payments to the firm.
2. Provide Metro with periodic progress reports. Whenever possible, the contractor will provide images and prototypes.
3. Work with print media, radio and television to publicize the CD-ROM. Metro will be identified as a sponsor on all introductory materials for the program.
4. Host an "Evening for Educators", a program designed for teachers to learn about the Museum's many educational resources and the CD-ROM and its applications in the classroom.

Metro will be responsible for the following:

1. Work with contractor to provide technical assistance as needed.
2. Participate in the press conference and demonstration, and assist in the planning of the "Evening for Educators" as necessary.
3. As applicable, help promote the CD-ROM to a broad audience.

PAYMENT

Payment shall be made in a lump sum payment of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000)** upon receipt of invoice from Contractor that identifies Contractor's costs to duplication and distribution. Upon request, Contractor shall provide Metro with an expense summary sheet following distribution.

PROGRAM EVALUATION

Upon completion of project, Contractor will provide Metro with number of CD-ROMs distributed. By April, 1997 Contractor will make a general assessment of the CD-ROM's overall impact and student/teacher response to the program, and provide Metro with copies of same. Contractor will also include possible suggestions for future involvement.


JM:clk

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**METRO**

DATE: May 23, 1996

TO: Contracts Management

FROM: Judith Mandt, Administration Manager 

RE: Sole Source Justification for Contract No. 904939
Portland Art Museum, \$5,000; 6/15/1996 - 6/30/1996

This contract is a sole source contract with the Portland Art Museum, a non-profit organization which provides cultural, artistic, and educational services to residents of the entire Metro region and the state. The museum is the only organization of its kind in Oregon, and the only entity that is capable of performing this service, thus necessitating exemption to competitive bidding procedures and initiation of a sole source contract for services.

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TRANSMITTAL SUMMARY

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



METRO

To: Risk and Contracts Management

From:

Department BEM

Division Admin

Name Judith Mandt

Title Manager

Extension 1649

Date 5/17/96

Subject

Bid

Contract

RFP

Other

Purpose CD-ROM Project

Vendor Portland Art Museum

1219 SW Park Ave
Portland OR 97205

Vendor no. 9341

Contract no. 904939

Expense

Procurement

Personal/professional services

Services (L/M)

Construction

IGA

Revenue

Budget code(s)

Price basis

Contract term

Contract

Grant

Other

531-310540-524190-75000

Unit prices, NTE

Per task

Total/lump sum

Payment required

Lump sum

Progress payments

Completion*

Annual

Multi-year**

This project is listed in the
199 5 -199 6 budget.

Yes

Type A

No

Type B

Beginning date* 6/15/96

Ending date 6/30/96

Total commitment

Original amount

\$ 5,000⁰⁰

Previous amendments

\$ _____

This transaction

\$ _____

Total

\$ 5,000⁰⁰

A. Amount of contract to be spent fiscal year 95-96

\$ 5,000⁰⁰

B. Amount budgeted for contract Misc Prof Services

\$ 10,000⁰⁰

C. Uncommitted/discretionary funds remaining as of 7/1/95

\$ 5,000⁰⁰ ...

Approvals

Project manager

Division manager

Department director

Fiscal

Budget manager

Risk

Legal

* 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 8.4

Resolution 96-2323

For the Purpose of Authorizing Change Order No. 19 to the Contract for Operating Metro South Station, Change Order No. 19 to the Contract for Operating Metro South Station, and Change Order No. 20 to the Contract for Waste Transport Service.

**Metro Council Meeting
Thursday, June 13, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING CHANGE) RESOLUTION NO. 96-2323
ORDER NO. 19 TO THE CONTRACT FOR)
OPERATING METRO CENTRAL STATION,)
CHANGE ORDER NO. 19 TO THE CONTRACT) Introduced by Mike Burton
FOR OPERATING METRO SOUTH STATION,) Executive Officer
AND CHANGE ORDER NO. 20 TO THE CONTRACT)
FOR WASTE TRANSPORT SERVICES)

WHEREAS, Metro wishes to conduct a pilot project to separate wood and other waste suitable for production into hog fuel from mixed solid waste at Metro South Transfer Station, transport it to Metro Central Transfer Station where it will be chipped into hog fuel and sold for energy recovery; and

WHEREAS, Metro wishes to increase the amount of waste that is recovered at Metro transfer stations by modifying the Metro Recycling Credit; and

WHEREAS, Metro wishes to allow commercial haulers to deliver transfer trailers of waste to Metro Central Transfer Station during off-hours to avoid traffic congestion; and

WHEREAS, It is necessary to amend the agreement between Metro and Trans Industries for the operation of Metro Central Station to modify the Metro Recycling Credit, establish a hog fuel disposal price, and change the Station hours of operation; and

WHEREAS, It is necessary to amend the agreement between Metro and Waste Management of Oregon for the operation of Metro South Station to provide for compaction and transfer of wood and other hog fuel waste into transfer trailers for delivery to Metro Central Station; and

WHEREAS, It is necessary to amend the agreement between Metro and Jack Gray Transport, Inc. entitled Waste Transport Services to establish the price and conditions under which Metro will pay for the transport of wood and other hog fuel waste from the Metro South Station to the Metro Central Station; and

WHEREAS, Change Order No. 19, attached as Exhibit "A," provides the necessary modifications to the contract for the operation of Metro Central Station; and

WHEREAS, Change Order No. 19, attached as Exhibit "B," provides the necessary modifications to the contract for the operation of Metro South Station; and

WHEREAS, Change Order No. 20, attached as Exhibit "C," provides the necessary modifications to the contract for Waste Transport Services; 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. 19 to the contract between Metro and Trans Industries for the operation of Metro Central Station attached as Exhibit "A."

2. That the Metro Council approves Change Order No. 19 to the contract between Metro and Waste Management of Oregon for the operation of Metro South Station attached as Exhibit "B."

3. That the Metro Council approves Change Order No. 20 to the contract between Metro and Jack Gray Transport, Inc. for Waste Transport Services attached as Exhibit "C."

4. That the Metro Council authorizes the Executive Officer to execute Change Order No. 19 to the contract between Metro and Trans Industries for the operation of Metro Central Station.

5. That the Metro Council authorizes the Executive Officer to execute Change Order No. 19 to the contract between Metro and Waste Management of Oregon for the operation of Metro south Station.

6. That the Metro Council authorizes the Executive Officer to execute Change Order No. 20 to the contract between Metro and Jack Gray Transport, Inc. for Waste Transport Services.

ADOPTED by the Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

RRB:clk

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STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 96-2323 FOR THE PURPOSE OF AUTHORIZING CHANGE ORDER NO. 19 TO THE CONTRACT FOR OPERATING METRO CENTRAL STATION, CHANGE ORDER NO. 19 TO THE CONTRACT FOR OPERATING METRO SOUTH STATION, AND CHANGE ORDER NO. 20 TO THE CONTRACT FOR WASTE TRANSPORT SERVICES

Date: May 6, 1996

Presented by: Terry Petersen

PROPOSED ACTION

Adoption of Resolution No. 96-2323 would authorize Change Orders to the contracts for operating Metro Central and Metro South Transfer Stations and the contract for waste transport services in order to:

1. Conduct a pilot project to separate wood and other waste suitable for production into hog fuel;
2. Increase the amount of waste that is recovered at Metro transfer stations by modifying the Metro Recycling Credit; and
3. Allow commercial haulers to deliver transfer trailers of waste to Metro Central Station during off-hours to avoid traffic congestion.

KEY POLICY ISSUES

The first action item listed above, the pilot project to recover wood waste as energy, raises several policy issues:

Management Hierarchy. ORS459.015 establishes the State policy that, after consideration of technical and economic feasibility, priority for managing solid waste will be in the following order: reduce, reuse, recycle, compost, energy recovery, and landfill.

Metro charges customers a disposal fee of \$54/ton for source-separated yard debris delivered to the transfer stations. For yard debris delivered to Metro South transfer station, it currently costs Metro about \$90/ton to pay contractors to transfer, transport, and dispose of yard debris at a compost facility. This compares to an estimated cost of \$24/ton to transport it to Metro Central and process it into hog fuel.

The amount of yard debris received at Metro South transfer station is relatively small. During 1995, 277 tons were delivered to Metro South. Total cost for transporting and disposing of the yard debris as compost was \$29,471.

Even though the tonnage and cost are relatively small, there is a policy issue of whether the \$66/ton difference between the compost and energy recovery management options is too much to pay for moving up one level on the state hierarchy.

The REM Department is developing proposals, such as modifications to the Metro South transfer station building, that may eventually reduce the cost for managing yard debris as compost. Until then, the REM Department needs policy guidance on how to manage yard debris that is delivered to Metro South transfer station.

There are several options:

1. Continue to manage yard debris for compost at the current contract price of \$90/ton even if doing so means that it will not be possible to recover wood waste because of operational limitations (such as not enough storage space for separate piles of yard debris and wood inside the transfer station).
2. Manage the yard debris for compost only if there are no operational limitations and it can be done in conjunction with the wood recovery pilot project. Otherwise, mix the yard debris with the wood and recover the combined waste as energy.
3. Manage the yard debris for energy recovery at a cost of \$24/ton regardless of whether or not it is operationally possible to manage it as compost.

Rates. Goal 16 of the Regional Solid Waste Management Plan includes the statement that "Charges to users of Metro-owned disposal facilities will be reasonably related to disposal services received". If projected costs are substantiated by the pilot project, there is a potential savings of \$19/ton for each ton of wood waste diverted from the Columbia Ridge Landfill.

The policy issue is whether or not any saving from future wood recovery operations at the transfer stations should be passed back to the ratepayer in the form of lower disposal fees. Doing so would require a change to the Metro Solid Waste rate ordinance and is not part of this Resolution. Depending on the outcome of the pilot project, this issue will be presented later to the Metro Council for a policy decision.

FACTUAL BACKGROUND AND ANALYSIS

Wood Recovery Pilot Project:

Significant amounts of wood continue to be delivered to Metro South Transfer Station for disposal at the Columbia Ridge Landfill. Much of this material is suitable for processing into hog fuel for energy recovery. Currently there is no recovery of wood at Metro South Transfer Station.

A pilot project is proposed to separate wood and other waste suitable for production into hog fuel from mixed solid waste at Metro South Transfer Station. The material would be compacted and transported to Metro Central Transfer Station where it would be chipped into hog fuel and sold by the operator of the facility for energy recovery.

The pilot project would continue until the expiration of current transfer station contracts on October 1, or up to six months if the contracts are extended. In order to conduct the pilot project, it is necessary to amend the operating contracts for Metro Central and Metro South Stations and the contract for waste transport services.

This project will recover wood waste at a lower cost than what Metro currently pays for transporting and disposing of the same material at the Columbia Ridge Landfill as shown below.

	Disposal at Columbia Ridge	Pilot Project
Transfer	\$4	\$8
Transport	\$13	\$3
Disposal	<u>\$25</u>	<u>\$13</u>
	\$42/ton	\$24/ton

The following three change orders are necessary to conduct this pilot project.

Change Order No. 19 - Metro Central Transfer Station

Change Order No. 19 to the Metro Central operating contract provides that Metro shall pay the Contractor, Trans Industries, \$13.00 per ton for each ton of suitable waste that is processed into hog fuel. The Contractor shall process into hog fuel all suitable waste that Metro delivers to the Metro Central Transfer Station. Suitable waste includes: (1) waste that Metro transfers from the Metro South Transfer Station to the Metro Central Transfer Station and (2) loads of waste received at Metro Central Transfer Station that arrive in commercial self-dumping vehicles that contain only suitable waste and can be processed into hog fuel without additional sorting to remove unsuitable materials.

Change Order No. 19 - Metro South Station

Change Order No. 19 to the Metro South operating contract provides that the Contractor, Waste Management of Oregon, compact and transfer wood and other hog fuel waste into Jack Gray Transport, Inc. transfer trailers for delivery to Metro Central Transfer Station. Metro shall pay the Contractor \$8.00 per ton for each ton transferred as hog fuel waste.

The Contractor shall store hog fuel waste that has been separated from other mixed solid waste on the receiving floor of the Station. The Contractor shall push the waste into the pit, run over the waste with the loader in the pit in order to break up the waste and make it suitable for compacting, and then push the waste into the compactor for loading.

Change Order No. 20 - Waste Transport Services

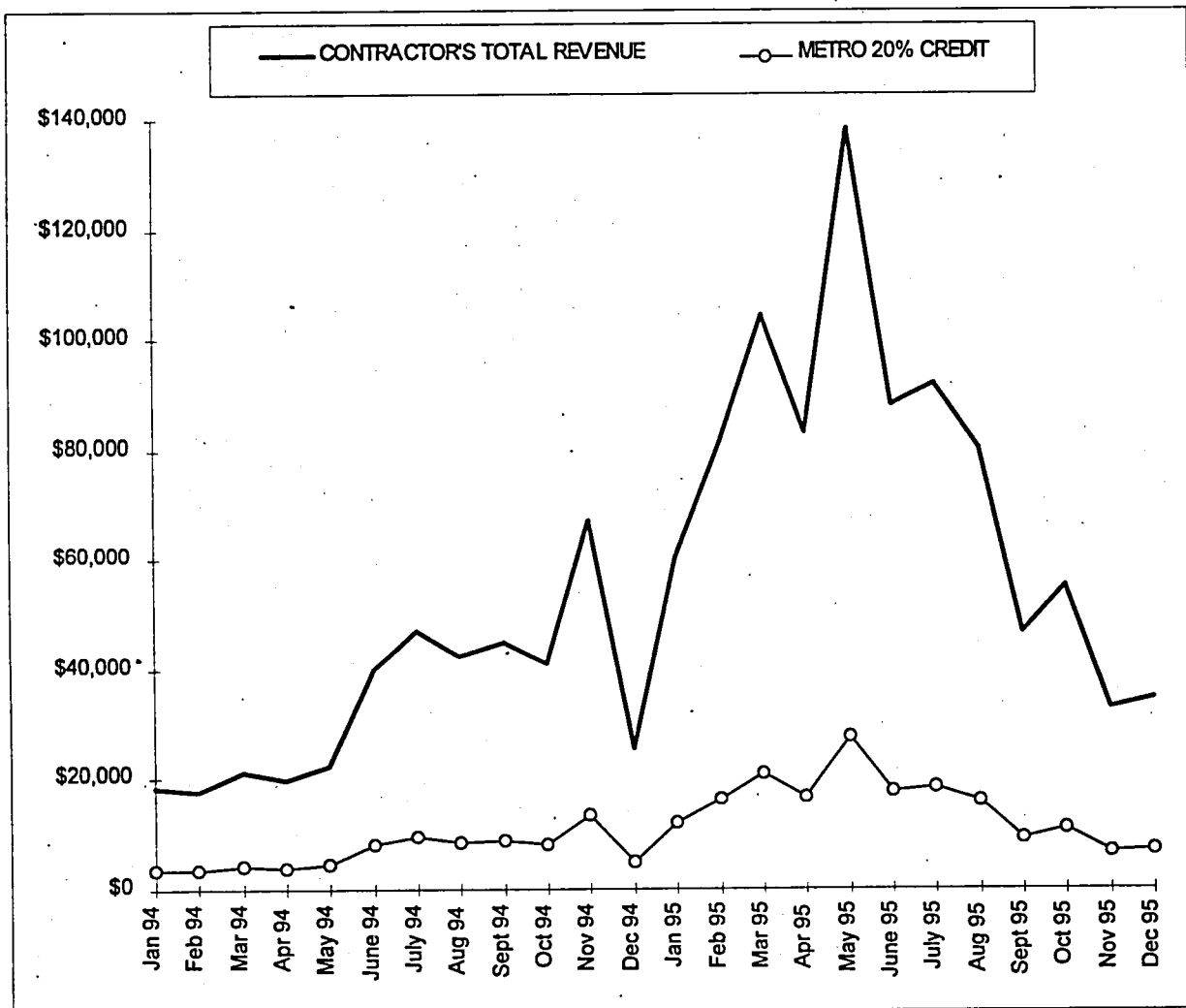
Change Order No. 20 to the contract with Jack Gray Transport, Inc. for waste transport services provides that the Contractor shall transport wood and other hog fuel waste from Metro South Transfer Station to Metro Central Transfer Station. Metro shall pay the Contractor \$62.00 per hour from the time the transfer trailer arrives at the compactor at Metro South Transfer Station until it is

unloaded at Metro Central Transfer Station with expected loads of 20 tons and transport time of one hour, per ton transport costs would be about \$3.00.

Metro Recycling Credit:

The current contract for the operation of the Metro Central Station requires the Contractor to credit Metro 20% of the net revenues from the sale of recovered materials during that month. When markets for recyclable materials are low, as they currently are, the Contractor recovers less material from the mixed waste delivered to the Station because of the low profit margins. In the past three months, the Contractor has laid off 18 employees that were working as sorters to recover recyclable materials from mixed waste.

The Contractor's total monthly revenue from recovered materials at Metro Central and the amount of the past recycling credits to Metro is shown below:



Change Order No. 19 modifies the recycling credit to the following:

Monthly Revenues	Metro Credit
\$0 to \$35,000	0%
\$35,001 to \$50,000	20% of the amount over \$35,000
\$50,001 to \$75,000	25% of the amount over \$35,000
\$75,001 to \$100,000	30% of the amount over \$35,000
\$100,001 to \$125,000	35% of the amount over \$35,000
\$125,001 and above	40% of the amount over \$35,000

When markets are high, Metro will receive a higher percentage of the revenues from the sale of recovered materials. When markets are low, Metro receives a lower percentage, allowing the Contractor to continue recovery operations.

Hours of Operation:

The operator of the Metro Central Station is not now required to accept waste outside the delivery hours as defined in the Operations Agreement. Some commercial haulers have requested that they be allowed to deliver transfer trailers of waste during off-hours to avoid traffic congestion.

Change Order No. 19 provides that the Contractor shall accept waste delivered in transfer trailers 24-hours per day upon request of any hauler delivering waste in transfer trailers. The Contractor is not entitled to additional payments for extension of the delivery hours for waste delivered in transfer trailers. Contractor will follow procedures to be established by Metro for recording weights of transfer trailers delivered during hours that the scalehouse is not staffed by Metro personnel.

BUDGET IMPACT

The pilot project to separate wood and other waste suitable for production into hog fuel will reduce Metro's costs for disposal of these materials. Metro's Recycling Credit from the sales of recovered materials should remain about the same over the long run, being less during downturns in the market for recyclables and more during good markets. The longer operating hours at Metro Central will have no budget impact.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2323.

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CHANGE ORDER SUMMARY

EXHIBIT A

CONTRACTOR: Browning-Ferris Industries - Trans Industries

PROJECT: Metro Central Station - Operations

PURPOSE: Modify Metro's Recycling Credit, Extend Hours of
Operation, Establish Price for Hog Fuel Material

CONTRACT NO.: 901584 **BUDGET NO.** 531-310254-526610-75000

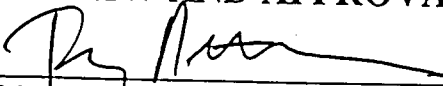

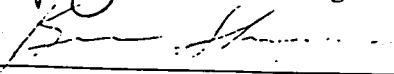
DEPARTMENT: Regional Environmental Management

ACCOUNT NAME Operating

THIS REQUEST IS FOR APPROVAL OF CHANGE NUMBER: 19

1. The original contract sum was	\$33,264,000.00
2. Net change by previously authorized change order	<\$3,193,371.00>
3. The contract sum prior to this request was	\$30,070,629.00
4. Total amount of this change order request	\$0.00
5. The new contract sum, including this change order	\$30,070,629.00
6. The contract sum paid in FY 90-91	\$1,165,272.58
The contract sum paid in FY 91-92	\$3,637,397.12
The contract sum paid in FY 92-93	\$4,197,978.78
The contract sum paid in FY 93-94	\$4,338,893.83
The contract sum paid in FY 94-95	\$4,267,694.06
The contract sum paid in FY 95-96	\$2,881,632.88
7. Fiscal Year appropriation for FY 95-96	\$5,236,221.00
Line item name: Disposal Operations - Station Operations	
Estimated appropriation remaining as of 4/11/96	\$2,354,588.12
8. Start Date: 4/11/96 Expire Date: 10/1/96	

REVIEW AND APPROVAL:

	4/12/96		4/16/96
_____ Manager, Environmental Mgmt.	Date	Fiscal Review	Date
	4/11/96		
_____ Director, Environmental Mgmt.	Date	Budget Review	Date
_____ Director, Administrative Services	Date	Legal Review	Date

VENDOR # 3021

MODIFICATION TO THE CONTRACT BETWEEN
METRO AND TRANS INDUSTRIES
FOR THE OPERATION OF METRO CENTRAL STATION

METRO POC: Terry Petersen, Environmental Services Manager

CONTRACTOR POC: Steve Miesen, District Manager

This Agreement is dated as of the last signature date below and is entered into between Metro and Trans Industries, referred to herein as "Contractor," pursuant to the Metro Transfer Station Operation Agreement made and entered into December 8, 1989.

A. Purpose

The primary purpose of this change order is to increase the amount of waste that is recovered at Metro transfer stations by:

1. Modifying the Metro Recycling Credit so that the Contractor is able to continue recovery operations during downturns in the markets for recyclables.
2. Establishing a disposal price for wood, and other suitable waste material that is separated from mixed waste and delivered to Metro Central Transfer Station for processing into hog fuel.

A secondary purpose is to improve service at the Metro Central Station by extending the hours of operation to 24-hours per day for haulers that deliver transfer trailers of waste to the Station.

B. Terms

1. Recycling Credit. Section 6.12.3 of the Operations Agreement which states that the "Contractor shall credit Metro for 20 percent (20%) of the Net Revenues from sales of Recovered Materials during that month" is changed to read as follows:

Contractor shall credit Metro for the Net Revenues from sales of Recovered Materials during that month according to the following schedule:

Monthly Revenues	Metro Credit
\$0 to \$35,000	0%
\$35,001 to \$50,000	20% of the amount over \$35,000
\$50,001 to \$75,000	25% of the amount over \$35,000
\$75,001 to \$100,000	30% of the amount over \$35,000
\$100,001 to \$125,000	35% of the amount over \$35,000
\$125,001 and above	40% of the amount over \$35,000

2. Hog Fuel Waste Disposal Price. The Contractor shall process into hog fuel all suitable waste that Metro delivers to the Metro Central Transfer Station. "Suitable waste" is defined as material suitable for processing into hog fuel. Suitable waste includes: (1) waste that Metro transfers from the Metro South Transfer Station to the Metro Central Transfer Station and (2) loads of waste received at Metro Central Transfer Station that arrive in commercial self-dumping vehicles that contain only suitable waste and can be processed into hog fuel without additional sorting to remove unsuitable materials. Metro shall pay the Contractor \$13.00 per ton for each ton of suitable waste that is processed into hog fuel.

3. Hours of Operation. The definition of "Delivery Hours" in the Operations Agreement is changed to read as follows: "Delivery Hours" for waste delivered in vehicles other than transfer trailers means 3:00 a.m. to 7:00 p.m., each Monday through Saturday, and 6:00 a.m. to 7:00 p.m. on Sunday (except for special holidays as determined by Metro). Contractor shall accept waste delivered in transfer trailers 24-hours per day upon request of any hauler delivering waste in transfer trailers. The Contractor is not entitled to additional payments for extension of the delivery hours for waste delivered in transfer trailers. Contractor will follow procedures to be established by Metro for recording weights of transfer trailers delivered during hours that the scalehouse is not staffed by Metro personnel.

4. Work Deleted. Metro may delete the work required under this Change Order without penalty upon thirty (30) days written notice to Contractor.

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

TRANS INDUSTRIES

METRO

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

EXHIBIT B

CHANGE ORDER NO. 19
METRO CONTRACT NO. 901106

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.

A. Purpose

This change order is part of a pilot project to separate wood and other waste suitable for production into hog fuel from mixed solid waste at Metro South Transfer Station, transfer it into transfer trailers after compaction, and transport it to Metro Central Transfer Station where it will be chipped into hog fuel and sold by the operator of the Metro Central Transfer Station for energy recovery.

This change order establishes the price and conditions under which Metro will pay for the waste transfer portion of the project.

B. Terms

1. Contractor shall compact and transfer wood and other hog fuel waste into Jack Gray Transport, Inc. transfer trailers for delivery to Metro Central Transfer Station. Metro shall pay the Contractor \$8.00 per ton for each ton transferred as hog fuel waste.
2. Contractor shall notify Jack Gray Transport, Inc. before 11:00 a.m. and give at least six hours of advance notice of the time when a load of hog fuel waste will be ready for loading and transport from Metro South Transfer Station.
3. Contractor shall make every reasonable effort to load the transfer trailer within 15 minutes of the arrival of the trailer at the compactor at Metro South Transfer Station.
4. Contractor shall maintain and submit to Metro logs recording the time of load compaction and extrusion.
5. The Contractor shall store hog fuel waste that has been separated from other mixed solid waste on the receiving floor of the Metro South Transfer Station. The Contractor shall push the waste into the pit when at least 20 tons have accumulated, run over the waste with the loader in the pit in order to break up the waste and make it suitable for compacting, and then push the waste into the compactor for loading.

6. The Contractor shall make every reasonable effort to ensure that the hog fuel waste is not contaminated by other waste that may be in the pit.
7. The Contractor shall make modifications at the Metro South Transfer Station necessary to implement this Change Order, including the dismantling of the guard rails as needed to safely store the hog fuel waste and push it into the pit. Metro shall reimburse the Contractor for its Direct Costs of making these modifications, to the extent of Cost Substantiation, but not to exceed \$10,000.
8. The pilot project will commence on the effective date of this change order and continue for six months. This change order will be in effect for the duration of the project.
9. Metro may terminate this Change Order at any time, by providing written notice to Contractor. Upon termination, Metro shall reimburse Contractor for its Direct Costs incurred prior to termination, to the extent of Cost Substantiation.
10. As specified in Section 8.3 of the Contract, the Contractor maintains responsibility to load the compactors so it will function properly without jamming, puncturing the compactor or container walls, causing fire, explosion, or any other damage. The Contractor shall notify Metro if the Contractor believes that the transfer of waste as described in this Change Order is likely to result in damage to the compactor. If Metro concurs, this Change Order will be terminated.

Except as modified herein, all other 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 C

CHANGE ORDER NO. 20
METRO CONTRACT NO. 900848

MODIFICATION TO THE CONTRACT BETWEEN
METRO AND JACK GRAY TRANSPORT, INC.
FOR WASTE TRANSPORT SERVICES

Metro POC: Terry Petersen, Environmental Services Manager

Contractor POC: Gary Goldberg, Executive Vice President

This Agreement is dated as of the last signature date below and is entered into between Metro and Jack Gray Transport, Inc., referred to herein as "Contractor," pursuant to the Waste Transport Services Agreement entered into March 1, 1989.

A. Purpose

This change order is part of a pilot project to separate wood and other waste suitable for production into hog fuel from mixed solid waste at Metro South Transfer Station, transfer it into transfer trailers after compaction, and transport it to Metro Central Transfer Station where it will be chipped into hog fuel and sold by the operator of the Metro Central Transfer Station for energy recovery.

This change order establishes the price and conditions under which Metro will pay for the waste transport portion of the project.

B. Terms

1. Contractor shall transport wood and other hog fuel waste from Metro South Transfer Station to Metro Central Transfer Station. Metro shall pay the Contractor \$62.00 per hour from the time the transfer trailer arrives at the compactor at Metro South Transfer Station until it is unloaded at Metro Central Transfer Station.
2. Contractor will be notified by 11:00 A.M. and given at least six hours of advance notice of when a load of waste will be ready for transport from Metro South Transfer Station. Contractor shall deliver an empty trailer to the Metro South Transfer Station and be ready for loading the compacted waste no later than 15 minutes after the time that was designated unless conditions beyond the control of the Contractor prevent the delivery of the trailer.
3. Contractor will maintain drivers logs adequate for documenting the arrival time at Metro South Transfer Station, the arrival time at Metro Central Transfer Station, and the time spent unloading at Metro Central Transfer Station.

4. The pilot project will commence on the effective date of this change order and continue for six months. This change order will be in effect for the duration of the project.
5. All transfer trailers used to transport dry waste shall be fully enclosed such that no waste leaves the container during transport. Contractor retains full responsibility for compliance with law and all other aspects of the transport operation.
6. Metro may terminate this Change Order at any time, by providing written notice to Contractor. Upon termination, Metro shall reimburse Contractor for its Direct Costs incurred prior to termination, to the extent of Cost Substantiation.

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

JACK GRAY TRANSPORT, INC.

METRO

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

RB:clk

S:\SHARE\BARK\CONTRACT\900848.C20

Agenda Item 8.5

Resolution 96-2348

*For the Purpose of Authorizing the Executive Officer to Extend
Contracts with Devin Oil Company, Inc. and Stein Oil Company
for Purchasing Diesel Fuel.*

**Metro Council Meeting
Thursday, June 13, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 96-2348
EXECUTIVE OFFICER TO EXTEND)
CONTRACTS WITH DEVIN OIL CO. INC.) Introduced by
AND STEIN OIL CO. INC. FOR) Mike Burton, Executive Officer
PURCHASING DIESEL FUEL)

WHEREAS, The Metro Council authorized the executive officer to execute multi-year contracts with Devin Oil Co. Inc. and Stein Oil Co. Inc.; and

WHEREAS, These contracts provided for extension of the contracts to provide additional work for which unit prices were provided, at Metro's discretion; and

WHEREAS, As described in the accompanying staff report, it is in Metro's best interest to extend the contracts for an additional one year period; and

WHEREAS, Per Resolution No. 95-2073A, such extensions require Council approval prior to Metro's exercise of its option to extend the existing agreements; and

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

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

BE IT RESOLVED,

That the Metro Council authorizes extension of the contract terms for Devin Oil Co. Inc. and Stein Oil Co., Inc. until June 30, 1997.

ADOPTED by the Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2348 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXTEND CONTRACTS WITH DEVIN OIL CO. INC. AND STEIN OIL CO. INC. FOR PURCHASING DIESEL FUEL UNTIL JUNE 30, 1997.

Date: May 28, 1996

Presented by: Jim Watkins

PROPOSED ACTION

Adopt Resolution No. 96-2348 to authorize the Executive Officer to extend the existing agreements for the purchase of diesel fuel for use in the Waste Transport Services contract, until June 30, 1997.

FACTUAL BACKGROUND AND ANALYSIS

In April, 1994, Metro began purchasing diesel fuel required to transport waste from Metro facilities to the Columbia Ridge Landfill per Change Order No. 15 to the Waste Transport Services Contract. As a result of this action, Metro has realized savings of approximately \$50,000 per month. The current agreements to purchase fuel began in April 1995 and will expire June 30, 1996.

The existing contracts contain a provision to extend the contracts terms for a period of up to three additional years in one year increments at the discretion of Metro. The requested extension would authorize additional work for which unit prices were submitted, consistent with the requirements of Metro Code 2.04.045(b)(3) for contract extensions. Since the original procurement, no new suppliers have become available nor have market conditions changed to the extent that a new procurement would result in additional savings at this time. Metro Council approval is needed for these extensions per Resolution 95-2073A, which required Council approval for extension of the fuel purchase agreements.

These extensions are also being requested so that staff may conclude negotiations with the Waste Transport Contractor regarding the long term arrangements for Metro's purchase of fuel. These negotiations may affect whether fuel continues to be purchased in the future, and if so, the appropriate terms of such purchase agreements. The requested one year extensions are the minimum extension lengths required in the agreements.

BUDGET IMPACTS

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

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2348.

CG:ay
S:SHARE\GEYE\STAF0528.RPT

Agenda Item 8.6

Resolution No. 96-2321A

*For the Purpose of Revising the By-Laws of the Water
Resources Policy Advisory Committee.*

**Metro Council Meeting
Thursday, June 13, 1996**

Agenda Item 8.7

Resolution 96-2345

*For the Purpose of Approving and Adopting the Ancient Forest
Preserve Draft Master Plan.*

**Metro Council Meeting
Thursday, June 13, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING) RESOLUTION NO. 96-2345
THE ANCIENT FOREST PRESERVE)
DRAFT MASTER PLAN) Introduced by Mike Burton,
) Executive Officer

WHEREAS, In July, 1992, through Resolution No. 92-1637, the Metro Council adopted the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, Preparing master plans for natural areas is a primary strategy for balancing public use of natural areas with protection of the natural values of the area; and

WHEREAS, Forest Park and surrounding environs was designated as a Greenspace of regional significance in the Greenspaces Master Plan and identified as a regional target area in the Open Space , Parks and Streams Bond Measure; and

WHEREAS; buffer protection of the Ancient Forest Preserve is called out as a specific objective in the Refinement Plan for the Forest Park Target Area (approved by Metro Council 2/96 by Resolution No. 96-2274A) and

WHEREAS, In 1993 Friends of Forest Park (FoFP), a non-profit organization, purchased the 38 acre Preserve and associated access easements for \$630,000 for the purpose of creating a public park; and

WHEREAS, In March 1994, Metro Council authorized entering into a non-binding Memorandum of Understanding with Friends of Forest Park that stipulated conditions under which FoFP would consider transferring the Preserve and access easements to Metro; including that Metro develop a Master Plan for the Ancient Forest Preserve; and

WHEREAS, Metro Council FY 1995-96 budget appropriated funds to retain professional services to prepare an Ancient Forest Preserve Master Plan; and

WHEREAS, In April 1995, Metro Parks and Greenspaces Department entered into a contract with the consulting firm of Kurahashi and Associates to provide master planning services; and

WHEREAS, Various public involvement activities occurred throughout the development of the plan that resulted in broad public support of the project; and

WHEREAS, The Ancient Forest Preserve draft Master Plan (see Exhibit A) was available to interested public on May 1, 1996 for public review and comment; and

WHEREAS, On May 21, the Regional Parks and Greenspaces Parks Advisory Committee received public testimony on the draft Plan and voted unanimously to accept the draft Master Plan in its current form; now, therefore,

Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2345, FOR THE PURPOSE OF APPROVING AND ADOPTING THE ANCIENT FOREST PRESERVE MASTER PLAN

May 22, 1996

Presented by: Jane Hart and Pat Lee

PROPOSED ACTION

Resolution No. 96-2345 requests the approval and adoption of the Ancient Forest Preserve Master Plan for a 38 acre parcel and associated access easements located north of Forest Park in the West Hills of unincorporated Multnomah County.

FACTUAL BACKGROUND AND ANALYSIS:

The Metropolitan Greenspaces Master Plan identifies Forest Park and its environs, including the Ancient Forest Preserve as a regionally significant natural area. In 1990 The Friends of Forest Park (FoFP), a 400 member nonprofit organization, initiated fundraising efforts to save the 38 acre Ancient Forest Stand from being clear cut. In 1993 the FoFP completed the purchase of the 38 acre parcel and related easements from Agency Creek Management Co. for approximately \$630,000.

Metro Council approved the Refinement Plan for the Forest Park Target Area in February 1996 which includes objectives for protecting the Ancient Forest Preserve. The Open Spaces Bond Measure provides \$150,000 to Multnomah County for development of public parking, access trails and interpretive signs for the site.

FoFP has indicated an interest in transferring ownership of the Preserve and related access easements to Metro for management by the Regional Parks and Greenspaces Department. A Memorandum of Understanding (MOU) between FoFP and Metro was approved by the Metro Council in 1994 (Resolution No. 94-1918) that stipulated development of a Master Plan for the Ancient Forest Preserve and its related access easements. The MOU does not bind Metro or the FoFP to carry out the transfer. The Plan will provide guidance to Metro if both organizations determine a transfer is appropriate.

In April 1995, following a competitive bid process, Metro Regional Parks and Greenspaces Department retained the consulting firm of Kurahashi and Associates to perform master planning services for the Ancient Forest Preserve Master Plan. Public involvement activities included creation of an independent project advisory committee to provide input throughout the planning process, technical advisor's review of consultant reports, two community workshops, two questionnaires, a tour of the Ancient Forest, and meetings at request of interested citizens. FoFP has been an active project partner throughout development of the Plan.

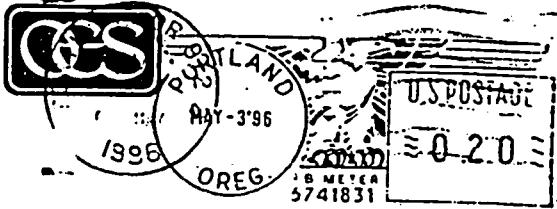
On May 1, 1996, the Ancient Forest Preserve Draft Master Plan was available for public review and comment. The public review comment period closed May 21. Five letters were received; four in clear support of the project concept, two requested parking be relocated from McNamee Road to Highway 30 (see Attachment 1).

On May 21, the Regional Parks and Greenspaces Advisory Committee (RPAGAC) received public testimony on the draft Plan and voted unanimously to accept the draft Master Plan in its current form. Following Master Plan adoption, staff will return to Council at a later date for their determination as to whether or not Metro should accept the transfer of the Preserve from FoFP.


EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2345.

Sue Knight
OREGON EPISCOPAL SCHOOL
6300 Southwest Nicol Road
Portland, Oregon 97223
(503) 246-7771



JANE HART
PROJECT MANAGER, PKS. & GRNSPACES
METRO
600 NE GRAND
PDX OR 97232

Dear Ms. Hart: 5-2-96 
I have made several large contributions to Fds. of Forest Park to help purchase the old growth grove. I look forward to Metro's dedicated involvement in enacting public access, in an ecologically sound fashion, to the grove. Thank you! Sue Knight

*Brian & Carmen Bice
19177 S.W. 35th Place
Lake Oswego, OR 97034*

May 13, 1996

Mr. Don Morissette
Metro
600 NE Grand Ave.
Portland, OR 97232

Dear Mr. Morissette:

As members of the Friends of Forest Park, my family and I raised money and contributed funds to purchase the Old Growth Grove. We were and are convinced that the Friends of Forest Park has the best, most workable, and efficient plan for managing this priceless treasure in perpetuity.

As a businessman, I've been impressed by the structure of this private sector/public sector partnership. As a bureaucrat, you should be impressed that the private sector has come up with this enormous contribution, and is prepared to hand it over to the public for its use, and for the use of future generations.

Now, as I understand it, it's up to you and your colleagues to complete the job we began when we took our own cash out of our pockets to purchase this parcel. I strongly urge you (and, by copy of this letter, your colleagues) to do the right thing... adopt the plan, and move forward so we can all begin to enjoy and learn from this rare ecosystem.

So often these days we hear bureaucrats and politicians complain that everyone is looking for a handout, a free ride from government. When was the last time private citizens came up with a contribution of this magnitude, prepared to donate it for public use? It seems to me we need to encourage this kind of activity. By your example, you can do precisely that.

All of us who care about the Portland Metro area, and "vote the issue" will be eagerly following your decision in this matter.

Sincerely,

Brian E. Bice

cc:
E. Washington
M. Burton
J. Hart✓

May 13, 1996

Jane Hart
Metro
600 NE Grand Avenue
Portland, OR 97232

Dear Ms. Hart,

I am writing to urge your support of the Old Growth Adoption Project sponsored by Friends of Forest Park. My family was one of the early donors in this effort, in part to contribute to a memorial for my father, who roamed old growth forests and fished Northwest trout streams from 1910 to 1993.

So close to downtown Portland, this stand of timber will be a wonderful resource for school children. Visitors to the Portland area will also be thrilled to see an ancient Douglas Fir forest in its natural state.

This Old Growth Adoption Project seems like an inspiring model for collaboration between committed individuals and a government organization like Metro. Completing this project will be a feather in Metro's hat and another way for Portland to stand out as the greenest city in America.

Thank you for your support.

Sincerely,



Dale Allen
4122 NE 30th
Portland, OR 97211
288-1780

cc Ed Washington
Mike Burton

May 20, 1996

Att: METRO EXECUTIVES

RE: OLD GROWTH FOREST ACCESS

Please be advised that although our family support the 'old growth forest project, both financially and in spirit, I have some concerns about the access.

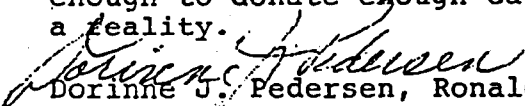
With the parking lot on McNamee Road, rather than down on Highway 30, it will increase the amount of traffic on our small winding road. Within the past 12 months, many new residences have been built, and we find the road is already at about triple what it was just 3 years ago. People are driving too fast, drifting across the road, cutting the corners short and in general creating a hazard. More new vehicles visiting the old growth area, and continuing up McNamee from highway 30, to return to the city on Skyline will increase the hazards 10 fold.

Signs requesting that visitors enter and leave the newly created parking lot via hiway 30 would make sense. Of course, not all people will adhere to the sign, but some will. For every auto that enters and leaves on Highway 30, it will be a 'blessing to count' for the neighborhood.

A need for signs will be obvious. Another new 'bluebird sign' from Metro that says, "no dumping please, area maintained by friends and neighbors" would be greatly appreciated. Our street is clean now, and it would be nice to keep it that way. Signs do help and if we are to maintain the area in the same condition that it is now, then we will need help.

Will we have any garbage service? For the past several months I have sent all small trash with my own personal garbage service. With many more visitors, that may not be possible. I will do my best to keep the area clean, but help would greatly appreciated, as the additional cost of garbage service doubled or tripled gets expensive.

My sincere thanks to all who have worked so hard on this project. I am proud to be part of a community that cares enough to donate enough cash to make this unique experience a reality.


Dorinne J. Pedersen, Ronald Kalmbach and Kurt Kimsey
13555 N.W. McNamee Road
Portland, Oregon 97231

Phone: 286.4353

May 14, 1996

To Metro Councillors and Staff:

I am writing in regards to the draft master plan for the Ancient Forest Preserve. This is the second time that I am writing to you about this, the first time being in November 1995 when I sent you a letter and petition. After your receipt of this letter, Mr. Burton had written to me to get involved; well, when I did, it seemed like minds were already made up and nothing was going to change. Metro staff Jane Hart and Councilor Susan McLain came to my home to discuss my and my neighbors concerns. Apparently these concerns fell on deaf ears, since this was not mentioned in any of the "Public Involvement" sections of the plan. I feel like lip service was paid to me and the concerns I identified since none have been addressed by Metro. So here I am again, hoping that the public involvement process really does work, and that my concerns will be addressed.

First, I want to reiterate that my chief concern is the impact that parking on McNamee Road will have on the quality of life for its residents. I will restate that McNamee Rd. is designated by Multnomah County as a local street. The County states the function of local streets "is to serve local pedestrian, bicycle and automobile trips". The County obviously provides higher classifications which are intended to carry more traffic and access developments and parks. In other words, the function of McNamee Rd. is to serve local transportation needs, not as an access for a regional park. You put McNamee Rd. on the map for the entire region then you are disregarding the intent of the street hierarchy and signing away our quality of life.

There are potentially hazardous traffic conditions already existing on McNamee that will only be worsened by having parking for this regional park on it. Heading westbound on Hwy 30, when one turns onto McNamee it becomes dangerous if a car is heading down McNamee, as the site distance is blocked. There have been several near misses as the cars turning off Hwy 30 cannot see the car heading to Hwy 30 on McNamee. The second similar condition is when McNamee turns into one lane under the railroad tressel. With all the foliage around, it can be hard to see an oncoming car. Putting McNamee on the map to serve the region to access this park will only serve to exacerbate this dangerous situation and increase the number of car accidents here.

It is my understanding, after attending two public meetings about planning for the park, that there were several alternative locations for parking. One of them, on the base of Burlington Creek on Wapato Drive, was taken out of consideration because the residents there knew about this proposal, and actively organized to keep the parking off their street. According to the plan, "Two sites on Wapato Driver were analyzed...and eliminated due to neighborhood concern about increased traffic...". Unfortunately, McNamee residents did not have the knowledge that it was being considered for parking, and therefore were not as organized or vocal as those other residents. We do, however, share the same concern about increased traffic.

It appears that the most appropriate location for parking for a regional park is on a major street. In fact, one alternative location, Burlington-Northern/ODOT property off Hwy 30 is the alternative that makes the most sense. Not only is it on a state highway, but it also provides closer access to the park than the site on McNamee. Results from the "Design Options Questionnaire" handed out by Metro shows that almost three times as many people preferred the Highway 30 location over McNamee Rd. I've been told that basically because McNamee Rd. is cheaper to develop as a parking area that it would be chosen. How can we place a dollar figure on the negative impact this will have for McNamee residents?

I believe that again lip service was paid to developing "parking alternatives" when it seems that any other alternatives are pretty quickly ruled out. I was pretty much told that the parking location wasn't going to change last November, and frankly feel that this decision was made before the work on the plan began.

Residents on McNamee are also concerned about other repercussions of siting the parking on their road. While the number of parking spaces may be limited, there is no way for people to know that the spaces are full until they get there. It is likely that, after driving a minimum of one-half hour to get there, people will not turn around and go home, but rather park along the road wherever they can. They will likely find short cuts, one of which will be

trespassing on private property.

The plan estimates 8,000 to 10,000 people per year will visit the park. I believe the plan's underestimated the number of vehicles using the park. It says that from April to October, on weekends and holidays, we can expect 12 cars a day. Since there will be six parking spots, this means there will be up to two "shifts" a day. Let's say that the average time spent in the park is two hours. This would account for people using the park for four hours; I would guess that more people will be using the park, and that we could add two more "shifts" a day, doubling the plan's estimated number of people. I also believe the estimated number is low for weekdays and during the November to March months.

Recently McNamee Rd. has been feeling the pressures of growth. It has been experiencing an increase in traffic on the road resulting from development. A recent traffic study conducted by Multnomah County showed that 85% of traffic now on McNamee travel at 37 mph or less. Looked at another way, 15% of traffic now travel faster than 37 mph. These high speeds threaten pedestrians, bicyclists, and animals. Putting McNamee Rd. on the regional map will only serve to further heighten this danger. Frankly I am concerned for my and my friends and neighbors children who have no sidewalks and very little to no shoulder to walk on. Should Metro ignore our plea, we want assurance that some mitigation to the increase in traffic speeding caused by this siting, such as speed bumps, be provided (and not at the expense of property owners).

Finally, as was illuded to earlier, more and more people will be using McNamee should this plan go forward. McNamee has already been found to be a great place to litter. Everything from abandoned vehicles to illegal, toxic waste to used condoms and needles (the latter being at the gate to the Hampton property, where cars already park now) to robberies are occuring on McNamee. (There are also some "transients with wheels" who like to park along the road and spend the night.) Siting the parking on McNamee will lead to more of the same, and there is no way to prevent it. The plan says "The parking area, trail, and Preserve have been designated as 'garbage-free', meaning visitors will need to pack out everything they bring into the area.". Well, this is a lofty idea, but not very realistic. We have all seen time and time again what slobs we human beings are. Not only should garbage cans be provided, but I would add that a restroom should be available within the Preserve as well.

Speaking of people throwing things around, who will keep people from smoking and throwing their lit cigarette butts into the woods? This heavily wooded area is prime ground for a huge wildfire, particularly in the busy summer months. What provisions have been made to address fire safety? As far as I've seen, none. I believe this is a serious concern that needs to be addressed so that water will be available at the site.

Looking to the future, the Rails to Trails park will tie into this area. The likelihood of this parking area also serving this use will only serve to bring more and more people from throughout the metropolitan region (and tourists) to this once quiet, local residential street. Again, this will only serve to rapidly deteriorate the livability on our road.

Please reconsider siting the parking for this regional park on McNamee Rd., and place it in a more appropriate location, like on Highway 30. Thank you for your consideration.

Donna Green
Clifford Hamby
16238 NW McNamee
Portland, OR 97231

Resolution 96-2345, For the Purpose of Approving and Adopting the Ancient Forest Preserve Draft Master Plan.

Exhibit A: The Ancient Forest Preserve Draft Master Plan is too volumous to reproduce for the purposes of this agenda packet. Copies of this plan may be obtained by contacting the Regional Parks and Greenspaces Department.

Agenda Item 9.1

Resolution 96-2340

*For the Purpose of Approving a Refinement Plan for the Willamette Cove
Target Area as Outlined in the Open Spaces Implementation Work Plan.*

**Metro Council Meeting
Thursday, June 13, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING)
A REFINEMENT PLAN FOR)
WILLAMETTE COVE TARGET AREA)
AS OUTLINED IN THE OPEN SPACE)
IMPLEMENTATION WORK PLAN)

RESOLUTION NO. 96-2340

Introduced by Mike Burton
Executive Officer

WHEREAS, in July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, at the election held on May 16, 1995, the electors of Metro approved Ballot Measure 26-26 which authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements pursuant to Metro's Open Spaces Program; and

WHEREAS, Willamette Cove was designated as a greenspace of regional significance in the Greenspaces Master Plan and identified as a regional target area in the Open Space, Parks and Streams Bond Measure; and

WHEREAS, in November 1995, the Metro Council adopted the Open Space Implementation Work Plan, which calls for a public "refinement" process whereby Metro adopts a Refinement Plan including objectives and a confidential tax-lot-specific map identifying priority properties for acquisition; and

WHEREAS, Resolution No. 95-2228 authorizes the Executive Officer to purchase property with accepted acquisition guidelines as outlined in the Open Space Implementation Work Plan, now therefore,

BE IT RESOLVED,

That the Metro Council adopts the Willamette Cove Refinement Plan, consisting of objectives and a confidential tax-lot-specific map identifying priority properties for acquisition, authorizing the Executive Officer to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan adopted in November, 1995 and in Resolution No. 95-2228.

ADOPTED by Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2340 FOR THE PURPOSE OF APPROVING A REFINEMENT PLAN FOR THE WILLAMETTE COVE TARGET AREA AS OUTLINED IN THE OPEN SPACES IMPLEMENTATION WORK PLAN

Date: May 23, 1996

Presented by:

**Charlie Ciecko
Jim Desmond**

PROPOSED ACTION

Resolution No. 96-2340 requests approval of a refinement plan and adoption of target area boundaries and objectives for the Willamette Cove Target Area. These boundaries and objectives will be used to guide Metro in the implementation of the Open Space Bond Measure.

BACKGROUND AND ANALYSIS

The target area description in the Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) is as follows:

Portland, Willamette Cove. Acquire 27 acres along the east bank of the Willamette River between the St. Johns Bridge and the railroad bridge in North Portland.

Target Area Description:

Willamette Cove is located on the east side of the Willamette River, below and south of the steep bluff adjacent to Willamette Boulevard and west of the Burlington/Northern railroad bridge which crosses the Willamette River. The site is accessible from Edgewater Drive, a public right-of-way connecting to Willamette Boulevard. It was previously used for industrial purposes (housing a barrel plant and lumber/plywood mill) and as Portland's first dry dock facility through the 1940s. Remnants of buildings, docks, piers and other structures remain on the site. Since its abandonment as an industrial use property, it has regained some of its natural condition, although it is highly degraded from a wildlife habitat standpoint due to former industrial activities, the presence of invasive vegetation and relative isolation from wildlife corridors. Approximately 20% to 30% of the site is covered by trees, primarily young cottonwoods with scattered cherry, birch and madrone. Shrubs are dominated by invasive plant species of blackberry and scotch broom. A number of trails paralleling the river also are present.

The site is bordered on the east and north by active railroad lines. Between 25 and 40 trains per day cross the Burlington Northern railroad bridge on the eastern border, while four trains per day (two in each direction) currently run on the Union Pacific line along the property's northern edge. Union Pacific plans to increase traffic to six trains per day (three in each direction) in the near future. Traffic on the bridge could decrease slightly if Union Pacific and Southern Pacific merge, or increase if this becomes the high-speed passenger rail corridor between Portland and Seattle.

The Property directly to the east of the site (on the other side of the Burlington/Northern railway line), was formerly a creosote production facility owned by the McCormick & Baxter Company. It is now a federal Environmental Protection Agency (EPA) superfund site. The EPA and

Oregon Department of Environmental Quality (DEQ) recently issued a record of decision, specifying cleanup and mitigation plans for the site and recommending that future use be limited to industrial or recreational activities. A local group, Willamette Associates for Kindness to the Environment in University Park (WAKEUP), provided technical assistance and review of the mitigation plan. The cleanup process is expected to take up to 15 years (to complete groundwater remediation). The property to the east of the McCormick & Baxter site, formerly owned by Reidel, Inc., was recently purchased for residential use. The University of Portland campus is located adjacent to the former Reidel property on the bluff overlooking the river.

A steel fabricating and storage facility is located due west of Willamette Cove. Lampros Steel leases the property, which was recently purchased by Schnitzer Steel. Due west of Lampros Steel is a Portland Bureau of Environmental Services (BES) water testing facility (under construction). Cathedral Park, located directly underneath the St. Johns Bridge, with picnic facilities and a boat ramp, is adjacent to this property to the west. The Willamette Greenway designation overlays all properties along the river, including the BES and Schnitzer Steel properties and Willamette Cove. An easement has been granted and a paved trail will be constructed, adjacent to the river, on the BES property. No easement has been granted on the Schnitzer Steel property.

The Peninsula Crossing Trail will run between Willamette Boulevard (just north of Willamette Cove) and Marine Drive and provide connections to Smith and Bybee Lakes Wildlife Refuge and the Columbia River. Design of the trail is underway and construction is planned to begin in 1997. The Portland Bureau of Planning is scheduled to undertake a community plan for the St. Johns area in 1998. Potential land use changes for the McCormick & Baxter and Reidel sites likely will be a subject of the plan. In addition, a group of North Portland residents are advocating a master planning process for the "North Beach" area which encompasses the waterfront between the Swan Island Lagoon and Cathedral Park.

Refinement Process

The Open Spaces Implementation Work Plan adopted by the Metro Council in November 1995, requires that a refinement plan be submitted to the Council for approval for each target area. The Refinement Plan will contain objectives and a confidential tax-lot-specific map identifying priority properties for acquisition, enabling Metro to acquire priority property and property rights as detailed in the Open Space Implementation Work Plan and in Resolution No. 95-2228. Resolution No. 95-2228 "authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters and Due Diligence* guidelines of the Open Spaces Implementation Work Plan." Twenty-seven acres at Willamette Cove have been already acquired under this authority.

In developing the Willamette Cove Refinement Plan, Metro staff and consultants (Cogan Owens Cogan) visited the site; reviewed and analyzed relevant maps, planning, tax assessment and other documents, and conducted other research related to the site. Seventeen individuals representing governmental agencies, adjacent property owners, natural resource experts and neighborhood, nonprofit and other groups were interviewed; their comments are summarized in Appendix A.

Metro staff and consultants conducted a public workshop on May 6, 1996 at the University of Portland in North Portland to discuss the proposed refinement plan recommendations.

Approximately 24 people attended and their comments are summarized in Appendix B. A biological report by David Smith, an independent consultant with Wildlife Dynamics, is attached as Appendix C.

Findings:

- The site is well-situated near a number of parks, natural areas and other community facilities. Cathedral Park is located approximately one-quarter mile west of the western edge of the Willamette Cove site on the Willamette River (with a Willamette Greenway designation running between it and Willamette Cove). Forest Park is directly across the river from Cathedral Park and can be reached via the St. Johns Bridge. The southern terminus of the Peninsula Crossing Trail, which will provide access to Smith and Bybee Lakes Wildlife Refuge and the Columbia River, will be located above the site on the other side of Willamette Boulevard. Other potential linkage opportunities exist going south as far as Mock's Crest.
- Stakeholders strongly support future linkages to Cathedral Park and the Peninsula Crossing Trail, as well as south to at least Mock's Crest and perhaps beyond.
- The University of Portland is located approximately three-quarters of a mile east of Willamette Cove. Stakeholders support future linkages to the University and the adjacent McCormick & Baxter and Reidel sites, particularly if they are developed for residential use.
- A number of conditions may constrain more intensive park development or use of the site. A swimming beach is not feasible at the cove, in at least the near term, due to contamination from the McCormick & Baxter site. Train traffic presents a potential safety hazard and it is recommended that Metro work with the Burlington Northern and the Union Pacific railroads to address this issue. Though most stakeholders support river access to the site for nonmotorized boats, some say that potential conflicts with heavy river traffic to port facilities may limit such use.
- The site currently provides moderate wildlife habitat value in an area that has been significantly impacted by development. A summary of its assets and limitations is provided in the aforementioned Appendix C.
- Invasive plant species -- blackberry and scotch broom -- dominate the shrub layer and will present a challenge for enhancement of the site.

Regional Parks and Greenspaces Advisory Committee

A presentation of the staff report was given by Metro staff at a public meeting at the Metro Regional Center on May 21, 1996. This analysis and the resulting objectives were adopted by unanimous vote of the Regional Parks and Greenspaces Advisory Committee.

- Work with the University of Portland to establish linkage between future trail and the campus.
- Work with the Burlington Northern Railroad to investigate possibility of access to the Peninsula Crossing Trail from their right-of-way (the trench).
- Work with City of Portland Parks and Recreation Bureau regarding stabilization and future master planning of Willamette Cove site for possible public recreation use.

Executive Officer's Recommendation

The Executive Officer recommends passage of Resolution No. 96-2340.

Oregon Department of Environmental Quality (DEQ) recently issued a record of decision, specifying cleanup and mitigation plans for the site and recommending that future use be limited to industrial or recreational activities. A local group, Willamette Associates for Kindness to the Environment in University Park (WAKEUP), provided technical assistance and review of the mitigation plan. The cleanup process is expected to take up to 15 years (to complete groundwater remediation). The property to the east of the McCormick & Baxter site, formerly owned by Reidel, Inc., was recently purchased for residential use. The University of Portland campus is located adjacent to the former Reidel property on the bluff overlooking the river.

A steel fabricating and storage facility is located due west of Willamette Cove. Lampros Steel leases the property, which was recently purchased by Schnitzer Steel. Due west of Lampros Steel is a Portland Bureau of Environmental Services (BES) water testing facility (under construction). Cathedral Park, located directly underneath the St. Johns Bridge, with picnic facilities and a boat ramp, is adjacent to this property to the west. The Willamette Greenway designation overlays all properties along the river, including the BES and Schnitzer Steel properties and Willamette Cove. An easement has been granted and a paved trail will be constructed, adjacent to the river, on the BES property. No easement has been granted on the Schnitzer Steel property.

The Peninsula Crossing Trail will run between Willamette Boulevard (just north of Willamette Cove) and Marine Drive and provide connections to Smith and Bybee Lakes Wildlife Refuge and the Columbia River. Design of the trail is underway and construction is planned to begin in 1997. The Portland Bureau of Planning is scheduled to undertake a community plan for the St. Johns area in 1998. Potential land use changes for the McCormick & Baxter and Reidel sites likely will be a subject of the plan. In addition, a group of North Portland residents are advocating a master planning process for the "North Beach" area which encompasses the waterfront between the Swan Island Lagoon and Cathedral Park.

Refinement Process

The Open Spaces Implementation Work Plan adopted by the Metro Council in November 1995, requires that a refinement plan be submitted to the Council for approval for each target area. The Refinement Plan will contain objectives and a confidential tax-lot-specific map identifying priority properties for acquisition, enabling Metro to acquire priority property and property rights as detailed in the Open Space Implementation Work Plan and in Resolution No. 95-2228. Resolution No. 95-2228 "authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters and Due Diligence* guidelines of the Open Spaces Implementation Work Plan." Twenty-seven acres at Willamette Cove have been already acquired under this authority.

In developing the Willamette Cove Refinement Plan, Metro staff and consultants (Cogan Owens Cogan) visited the site; reviewed and analyzed relevant maps, planning, tax assessment and other documents, and conducted other research related to the site. Seventeen individuals representing governmental agencies, adjacent property owners, natural resource experts and neighborhood, nonprofit and other groups were interviewed; their comments are summarized in Appendix A.

Metro staff and consultants conducted a public workshop on May 6, 1996 at the University of Portland in North Portland to discuss the proposed refinement plan recommendations.

GOAL

Acquire a 27-acre anchor site along the east bank of the Willamette River in North Portland and establish continuous public access along or near the river, from Cathedral Park south to the University of Portland.

OBJECTIVES

Tier I Objectives

- Establish linkage between the Willamette Cove site and Cathedral Park through property acquisition, easement or other public access.
- Develop a safe and convenient linkage from Peninsula Crossing Trail to Willamette Cove using existing right-of-way.
- In cooperation with WAKEUP or other partners, acquire foreclosed properties along the bluff from Multnomah County.

Tier II Objectives

- Establish linkage through McCormick & Baxter and Reidel sites from Willamette Cove site to University of Portland and Mock's Crest.
- Provide access to Willamette Cove site through Open Meadow Learning Center for environmental education activities.

Partnership Recommendations

- Work with DEQ, WAKEUP and others to define connections to and future uses of McCormick & Baxter site.
- Work with property owner and others to define connections to Reidel site.
- Work with City of Portland Bureau of Planning to define future uses of adjacent sites, with goal of public access along the river from Cathedral Park to the University of Portland, preferably along the riverfront.
- Work with Port of Portland and Burlington Northern Railroad to address railroad safety and access issues.
- Work with the City of Portland, other agencies and neighborhood and interest groups to improve connections from Cathedral Park to Forest Park across the St. Johns Bridge.
- Coordinate with adjacent public and private property owners to maintain and improve native landscape and visual backdrops.

- Work with the University of Portland to establish linkage between future trail and the campus.
- Work with the Burlington Northern Railroad to investigate possibility of access to the Peninsula Crossing Trail from their right-of-way (the trench).
- Work with City of Portland Parks and Recreation Bureau regarding stabilization and future master planning of Willamette Cove site for possible public recreation use.

Executive Officer's Recommendation

The Executive Officer recommends passage of Resolution No. 96-2350.

APPENDIX A

Willamette Cove Summary of Comments from Stakeholder Interviews

General Consensus

- Maintain the site in a natural to semi-natural state
- Passive (dispersed) recreation with access to river
- Site needs extensive remediation; Metro should plant native vegetation to restore riparian areas
- No motorized boat use or marina (due, in part, to proximity to Cathedral Park boat ramp)
- Connect to Cathedral Park with trail along river
- Connect to Peninsula Crossing Trail and 40-Mile Loop Trail system
- If possible, connect to future trail or park going south (upriver) to McCormick and Baxter site, Reidel site and Swan Island
- Improve connection across St. Johns Bridge to Forest Park
- Vehicle access should end at a gate next to the Edgewater Condominium entrance; parking could be provided on the site of the abandoned filling station on Willamette Blvd.

Other Viewpoints/ Additional Issues

- Trail to Cathedral Park should be parallel to railroad right-of-way
- No boat use of any type should be permitted -- potential conflict with commercial navigation
- Pollution from McCormick & Baxter, existing structures and rail traffic present safety hazards
- Site needs an attraction like a museum
- Keeping site in natural state will attract homeless and undesirable behavior
- University of Portland traffic could be routed through tunnel around to Terminal 4; track along site could be abandoned
- Road from near Cathedral Park (two lanes with sidewalks, bike path, lights and plantings) should provide access to Willamette Cove, McCormick & Baxter and Reidel sites

- Site, with McCormick & Baxter and Reidel properties, could help accommodate future regional need for residential development.

Stakeholders Interviewed

Pam Arden, Kenton Neighborhood Association

Bowen Blair and Pam Wiley, The Trust for Public Land

Laurel Buhnan, University Park Neighborhood Association

Jim Desmond, Metro Open Spaces Program

Michael Harrison, City of Portland, Bureau of Planning

Mike Houck, Audubon Society

Tom Kloster, Neighborhood Resident, Metro Transportation Planner

Lee Poe, Portsmouth Neighborhood Association

Dave Soloos, University Park Neighborhood Association

Ruth Tuttle, Adjacent Property Owner

Ed Washington, Metro Councilor

Clarice White, Ron and Emily Hernandez, Cathedral Park Neighborhood Association

APPENDIX B
Willamette Cove Public Workshop
Comments and Questions

Monday, May 6, 1996

Attended by approximately 20 persons

The following comments were made by citizens:

1. Find out who owns the property between University of Portland and the Union Pacific rail line, and partner with that owner to allow the de facto trail that exists in an old public street right-of-way on the side of the bluff.
2. Any trail connecting Willamette Cove to Cathedral Park must go along the river's edge, and not the Union Pacific rail line. The businesses between Willamette Cove and Cathedral Park cross the rail line thousands of times each day with loaders, trucks and fork lifts, creating a hazard to pedestrians.
3. Edgewater Street should be reserved from industrial use. The concern is that the McCormick and Baxter and Reidel sites will redevelop into industrial sites and use Edgewater for access to Willamette Boulevard. Metro should discuss this with Portland Department of Transportation.
4. Why not a riverfront trail and a rail side trail at Willamette Cove? Metro should consider a loop trail at Willamette Cove - the trail would go along the rail line, and return via the riverside.
5. A residential developer recently purchased the Reidel site, and is planning a large development. Developer is trying to get Union Pacific to abandon the railroad. Port of Portland representative, Katie Tobie, said there is little chance of an abandonment occurring.
6. Concern was stated about pedestrians and bicyclists crossing Willamette Boulevard to reach Edgewater Street. A partnership with Burlington Northern Railroad was proposed to develop the de facto trail that currently runs down from the Peninsula Crossing trail into the railroad cut, under Willamette Boulevard, exiting near the southern property line at Willamette Cove. Such a trail would totally avoid the Willamette Boulevard crossing.
7. Tier II connections that should be pursued exist between Willamette Cove and Mocks Crest, connecting the university via an unused City of Portland street right-of-way running down the bluff.
8. Richmond Avenue should be connected to the Willamette Cove site from the north (legal access exists now).
9. There are "bad characters" down in the cove on a regular basis now. Hopefully public awareness, a gate, and increased passive public use will make Willamette Cove less attractive to the negative element.
10. PDOT has tentatively approved the installation of a gate on Edgewater near the entrance to the Condominium project (will help address ATV trespass issue).
11. Metro should pursue the opportunity to connect Willamette Cove to Portland's 40-mile loop trail system, via the Peninsula Crossing Trail, the St. Johns Bridge, and beyond.
12. The gas station property at Willamette and Edgewater could be a useful addition to Willamette Cove, if complemented by a crosswalk and crossing light.

Appendix C
Willamette Cove Biological Resources Overview
April 24, 1996

A 27-acre parcel on the north bank of the Willamette River known as the Willamette Cove was purchased by Metro as part of the open spaces land acquisition program. Wildlife Dynamics, Inc., (WDI) conducted a reconnaissance level investigation on the site to briefly describe the biological resources. A detailed evaluation of the site is not required at this stage of the Open Spaces Program. In the future, a management plan will be completed for the area and biological resources and enhancement goals will be identified.

The site was used as a dry dock through World War II and likely had miscellaneous industrial uses for some time after that. The site appears to have been "abandoned" for many years, although relic infrastructure--e.g., pilings, paved surfaced, and concrete walls--remain on the site. Natural revegetation of the site has occurred since disturbances have been reduced.

The study site is bordered to the south by the railroad bridge and McCormick & Baxter parcel (Superfund site), the Lampros Steel site to the north, low and medium density residential housing to the east, and the Willamette River to the west. The study site is somewhat isolated because of topography and the past and current land uses along this portion of the Willamette River. The site is buffered from adjacent residential uses by the vegetated, steep bluff that runs from just north of the site to the west to the University of Portland to near Swan Island. This slope is the only contiguous vegetated corridor linking the study site to other open space areas such as the bank of the river near the Swan Island industrial terminal (Port of Portland).

The site is currently providing moderate wildlife habitat value in an area that has been significantly impacted by development. The most important habitat features at this time are its relatively large size and connection to the river and the vegetated bluff. Aerial photographs reveal that approximately 20 to 30 percent of the site is covered with trees, particularly along the river and the southern portion of the parcel. Dominate trees are young cottonwoods with scattered willow, cherry, birch and madrone. The establishment of trees will be limited on many portions of the site because of fill, debris and pavement. Invasive species--blackberry and scotch broom--dominant the shrub layer and will present a challenge for enhancement of the site. The herbaceous layer is well established in most areas, although non-native species are the most prevalent. Special habitat features, such as downed logs, snags, older trees, and diverse native vegetation important for many species of wildlife, are lacking on the site, thus reducing its overall wildlife habitat value.



Agenda Item 9.2

Resolution No. 96-2341

*For the Purpose of Approving a Refinement Plan for the Columbia
River Shoreline and Island Target Area as Outlined in the Open Spaces
Implementation Work Plan.*

**Metro Council Meeting
Thursday, June 13 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING)
A REFINEMENT PLAN FOR THE)
COLUMBIA RIVER SHORELINE)
AND ISLANDS TARGET AREA)
AS OUTLINED IN THE OPEN SPACE)
IMPLEMENTATION WORK PLAN)

RESOLUTION NO. 96-2341

Introduced by Mike Burton
Executive Officer

WHEREAS, in July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, at the election held on May 16, 1995, the electors of Metro approved Ballot Measure 26-26 which authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements pursuant to Metro's Open Spaces Program; and

WHEREAS, the Columbia River Shoreline and Islands was designated as a greenspace of regional significance in the Greenspaces Master Plan and identified as a regional target area in the Open Space, Parks and Streams Bond Measure; and

WHEREAS, in November 1995, the Metro Council adopted the Open Space Implementation Work Plan, which calls for a public "refinement" process whereby Metro adopts a Refinement Plan including objectives and a confidential tax-lot-specific map identifying priority properties for acquisition; and

WHEREAS, Resolution No. 95-2228 authorizes the Executive Officer to purchase property with accepted acquisition guidelines as outlined in the Open Space Implementation Work Plan, now therefore,

BE IT RESOLVED,

That the Metro Council adopts the Columbia River Shoreline and Islands Refinement Plan, consisting of objectives and a confidential tax-lot-specific map identifying priority properties for acquisition, authorizing the Executive Officer to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan adopted in November, 1995 and in Resolution No. 95-2228.

ADOPTED by Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2341, FOR THE PURPOSE OF APPROVING A REFINEMENT PLAN FOR THE COLUMBIA RIVER SHORELINE AND ISLANDS TARGET AREA AS OUTLINED IN THE OPEN SPACES IMPLEMENTATION WORK PLAN

Date: May 23, 1996

**Presented by: Charles Ciecko
Jim Desmond**

PROPOSED ACTION

Resolution No. 96-2341 requests approval of a refinement plan and adoption of target area boundaries and objectives for The Columbia River Shoreline and Islands Target Area. These boundaries and objectives will be used to guide Metro in the implementation of the Open Space Bond Measure.

BACKGROUND AND ANALYSIS

The Target Area description in the Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) is as follows:

“Troutdale vicinity. Columbia River Shoreline. Acquire 95 acres of riparian and island habitat west of the Sandy River.”

In the 1992 Greenspaces Master Plan, the Columbia River Shoreline area is described as follows:

“Columbia River Shoreline. (Columbia River watershed). Important wildlife refuges (osprey, bald eagles, herons) and recreational resources on Gary, Flagg, Government and West Hayden Islands.”

Target Area Description

The Columbia River Shoreline target area is broadly defined as the immediate shoreline (land north of the levee) from the Sandy River delta west to Kelly Point Park, with emphasis on the area east of Interstate 205. The area has a mix of land uses including industrial, commercial, residential (both houses and houseboats), developed recreation and open space. Marine Drive, a high-volume arterial that serves as a truck route, parallels the shoreline for most of the target area, either on the top of the levee or adjacent to it. Most of the undeveloped shoreline is a narrow band of upland (located between the levee and the Columbia River) that contains herbaceous vegetation, rip-rap, dredge spoil and paved trails. Only very scattered, small, remnant forested riparian habitat is present.

For general planning purposes, Columbia River Shoreline can be divided into five segments.

Sandy River to Chinook Landing. This stretch of shoreline is within unincorporated Multnomah County and the City of Fairview; it is adjacent to the City of Troutdale. This segment is different in character because Marine Drive runs southeast, away from the levee, from Chinook Landing to Interstate 84. The land area between the levee and the river is wider than other segments of

the shoreline, however, scattered industrial sites, marinas, and active sand and gravel operations fragment the riparian area. The west bank of the Sandy River is the largest block of riparian forest in the target area and matches the undisturbed habitat areas east of the Sandy River.

Chinook Landing to I-205. This stretch of shoreline is within the City of Fairview, the City of Gresham and the City of Portland. This segment is a narrow strip of land between the levee and the river, with Marine Drive running along the top of the levee. The area is mostly developed for sand and gravel operations, houseboat marinas and housing. From 158th Avenue east to McGuire Point (180th Avenue) the shoreline is undeveloped and publicly owned, with a bikeway running along the shoreline and separated from Marine Drive.

I-205 to I-5. This stretch of shoreline is entirely within the City of Portland. Most of the undeveloped land is owned by the Port of Portland as part of Portland International Airport. Other uses include houseboat marinas, residences and water-oriented commercial development.

I-5 to Kelly Point Park. This stretch of shoreline is entirely within the City of Portland. Most of the shoreline is developed for industrial uses associated with the Port of Portland.

Columbia River Islands. The Columbia River islands are all at least partially forested and offer relatively high quality wildlife habitat. The four islands that were identified in the Greenspaces Master Plan are just some of the Columbia River islands from the Sandy River to the Willamette River. Gary and Flagg islands, which are already managed by Metro (Multnomah County transfer), are east of the Sandy River confluence and are a part of the Columbia River Gorge National Scenic Area and included in the Sandy River Delta Plan prepared by the U.S. Forest Service. Government Island, largely owned by the Port of Portland, except for approximately 220 acres of private land on the eastern tip, is forested with meadows that are used for livestock grazing. The Jewit Lake basin, on Government Island, is currently being managed by the Port of Portland to enhance wildlife values through wetlands restoration. West Hayden Island, also owned by the Port of Portland, is a combination of riparian forests, wetlands, upland meadows and sandy beaches, although most of the habitat has been disturbed, in some way, by farming, grazing and filling associated with the disposal of dredge spoils.

The target area overlays a number of local jurisdictions, including Multnomah County, Troutdale, Fairview, Gresham, Portland, the Port of Portland, and the Multnomah County Drainage District.

Refinement Process

The Open Spaces Implementation Work Plan, adopted by the Metro Council in November 1995, requires that a Refinement Plan be submitted to the Council for review and adoption prior to the acquisition of property in each target area. The Refinement Plan will contain objectives and a confidential tax-lot-specific map identifying priority properties for acquisition, enabling Metro to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan and in Resolution No. 95-228. Resolution No. 95-2228 "authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the Acquisition Parameters and Due Diligence guidelines of the Open Space Implementation Work Plan."

During the refinement process, Metro staff compiled available information about the Columbia River Shoreline target area, analyzed maps, and conducted biological field visits. Individuals

were interviewed representing various governmental agencies, property owners, neighborhood associations, non-profit advocacy groups, and natural resource experts. The key points from the interviews are summarized in Appendix A.

A public workshop to discuss the proposed Refinement Plan was held on May 9, 1996 at Blue Lake Park. Fourteen people attended and their comments are summarized in Appendix B.

Findings

- Only scattered remnant forested riparian habitat is still present along the Columbia River Shoreline. These remaining areas are potentially developable, however, the mitigation required for forested wetlands could make it prohibitively expensive. With the possible exception of a few areas, most undeveloped sites are small, isolated parcels that have been disturbed in some manner. Some large blocks of riparian cottonwood forest still remain northeast of Troutdale. While development potential is limited, these lands are still at risk from logging or poor land management.
- The Columbia River Bikeway provides public trail access along the shoreline. In many places, the trail is adjacent to Marine Drive, a high-volume, high-speed truck route that can create unsafe conditions for pedestrians and bicyclists. There is a great deal of support for providing a path that is physically separated from Marine Drive, similar to the segment that runs from 148th Avenue to 180th Avenue.
- The Columbia River Bikeway, which is part of the 40-mile Loop Trail System, is incomplete in the sense that it lacks good connections to other regional trails, especially on the east end. The existing bikeway ends on Marine Drive near the Troutdale Airport. There may be opportunities to link the bikeway to other trails further east to the Columbia River Gorge, the Sandy River, and the Beaver Creek Canyon Greenway. A number of stakeholders interviewed expressed an interest in making a trail connection along the top of the levee from Chinook Landing to the Sandy River and around to Interstate 84. Partnership opportunities are possible with other local jurisdictions to make other north/south trail connections, such as the Gresham/Fairview Trail, or along the Columbia Slough.
- Public access to the Columbia River shoreline should be improved. There are a limited number of areas where people can enjoy the shoreline, especially if they do not have a boat. Broughton Beach was identified as the major area that serves this purpose, with other areas such as Sauvie Island or Rooster Rock State Park being less accessible or farther away from the Metro region.
- According to the Oregon State Marine Board, the Portland metropolitan area is deficient in boat access sites. This deficiency will grow as the area's population increases. Enhanced boater access facilities are needed along the Columbia River.

Regional Parks and Greenspaces Advisory Committee

A presentation of the staff report was given by Metro staff and consultants at a public meeting in Room 370A of Metro Regional Center on April 25, 1996. This analysis and the resulting objectives were approved by a unanimous vote of the Regional Parks and Greenspaces Advisory Committee.

GOAL

Preserve remaining habitat along the Columbia River shoreline and islands from NE 33rd Avenue east to the Sandy River. Improve opportunities for public access to the Columbia River.

OBJECTIVES

Tier I Objectives

- Acquire/protect the remaining riparian habitat associated directly with the Columbia River shoreline and islands. Particular emphasis shall be placed on mature cottonwood forest areas located north of the levee.
- Acquire lands along the shoreline suitable for future public access, including boater access.
- Consolidate public ownership of Columbia River islands.

Tier II Objectives

- Consolidate public ownership along the shoreline. Where possible, priority should be given to those parcels that will facilitate a future separated trail along the river from Blue Lake Park to M. James Gleason Boat Ramp and from Chinook Landing to the Sandy River.

Tier III Objectives

- Protect/acquire cottonwood forest/wetland habitat south of Marine Drive, specifically along NE 185th west of Blue Lake, Osbourne Creek Wetland and Four Corners.

Partnership Recommendations

- Work with the cities of Troutdale, Fairview, Gresham and Portland to acquire and develop appropriate trail linkages along the shoreline and connections to the Columbia Slough and associated wetlands.
- Work with Port of Portland to manage Port-owned lands to provide better public access to the shoreline.
- Participate in the Government Island joint management planning process with the Port of Portland, Oregon State Parks and the State Marine Board.

Executive Officer's Recommendation

The Executive Officer recommends passage of Resolution No. 96-2341.

APPENDIX A
Columbia River Shoreline/Islands
Stakeholder Interview Summary

- Currently no public access to river in Gresham.
- Need to protect forested wetlands west of Blue Lake Park and incorporate a trail system from the Columbia Slough to the river.
- City of Fairview Parks Master Plan focuses on trail connections to the south shore of Fairview Lake and Osbourne Creek.
- Riparian forest strip between dike and shoreline along Columbia and Sandy rivers would complement the Sandy River Delta area, which is in public ownership.
- The west bank of the Sandy River is inside the scenic area, so any development project can not impact wild and scenic values.
- ODOT has been discussing plans for new trail connections across Sandy River as part of a new I-84 bridge.
- Acquisitions need to be a part of a bigger picture, not scattered sites.
- Government Island: private land would be a good acquisition to block up public ownership. Port of Portland, Metro, State Parks and Marine Board are starting management plan process.
- Kelly Point to I-5: not much opportunity.
- Portland: not much along shoreline, mostly Port of Portland industrial lands.
- East of Fairview has the best natural values.
- Potential connections to shoreline.
- Need to look at access to shoreline and eliminate need to travel across Marine Drive (public safety issue).
- Highest priority is to establish a trail along the top of the dike from Chinook Landing to I-84 on Sandy River and to move the trail off Marine Drive, east of 223rd Ave.
- Fairview: natural area with forested wetlands east of Chinook Landing.
- Forested wetlands along Marine Drive (east of 223rd Ave) should be considered.
- Four Corners area is possible connection to the slough, only some of the area is protected.

- Most of shoreline between I-205 and 181st is public ownership or developed.
- Gateway to Columbia River Gorge at I-84 and Sandy River will provide connections to 1000 Trails area.
- Westside of Sandy River should be connected to match public holdings along eastside.
- The top of the dike makes a natural pathway through area.
- 133rd to I-205: mixed ownership (City, Port of Portland, private) - development difficult due to airport approaches, City sewer outfall would discourage houseboats.
- Broughton Beach: only regional beach access, important to maintain access.

Stakeholders Interviewed:

Bob Acres, 40-Mile Loop, 665-5519

Alice Blatt, 253-6247

Duncan Brown, Bob Glasscock, Portland Bureau of Planning, 823-7841

Charlie Ciecko, Metro, 797-1843

Julie Conway, Les Wilkins, Marianne Zarkin, Parks and Recreation Division, City of Gresham
618-2858

Gary Coons, Columbia Neighborhood Association, 230-3845

Tim Hayford, Mult. Co. Drainage District, 281-5675

Jerry Hedrick, Division of State Lands, 378-3805 ext. 274

Virginia Kelley, USFS - Columbia River Gorge National Scenic Area, 386-2333

Valerie Lantz, City of Troutdale, 665-5175

Jim Laubenthal, Port of Portland, 731-7526

Glenn Littrell, Oregon State Parks, 695-2261

Anne Nickel, Columbia Corridor Association, 287-8686

Chris Noble, Jane Graybill, Jean Ridings, Friends of Blue Lake, 666-6433

Linda Robinson, 261-9566

**Appendix B
Columbia Shoreline
Comments from the Public Workshop held May 9, 1996**

The Lake House, Blue Lake Park, Fairview
Attendance: 14 citizens

- How long will you wait until you pass on a property and go on to Tier II?

Answer: We won't hold off on going ahead with Tier II. We'll budget for the properties in Tier I and hold the money for them for several years. If after several years the property owners are still not willing sellers, we may go back to Metro Council and ask the council if they want to change acquisition objectives.

- Does Metro maintain control of properties after they are acquired?

Answer: In our master plan, we're required to ask local jurisdictions to see if they want to manage a property. We will work out agreements with local jurisdictions for management.

- If local jurisdiction bought a property, would they have to use it for the same purposes as Metro?

Answer: No, not if they are using unrestricted funds. Metro will be landbanking property. Our primary focus will always be to preserve the natural resource.

- How far in from the shoreline will you pursue acquisitions?

Answer: Our Metro attorney has advised us that because of the bond language, we need to show that no land is available on the shore or islands before we can acquire land south of the shoreline.

- Troutdale adopted a master plan recently. Our [Troutdale's] intention is to have continuous natural area along the west shore of the Sandy River out to the Columbia River. Metro's proposed plan for this area overlaps with Troutdale's plan. The Troutdale plan shows a combination of greenway to be left natural and parks for public access to be managed by the city. The bulk of it is to be left in a natural state.
- Gresham finished their parks master plan also. The City of Gresham is most interested in the area west of Blue and Fairview lakes, within the City of Gresham. (Two persons raised their hand as being in support of this area).
- The bond language refers to cultural values. Are there any cultural values or sites on the islands?

Answer: The City of Portland did not identify any cultural resources on the islands.

- Is any area south of Fairview Lake included?

Answer: The bond measure drafts included areas south of Fairview Lake, but Fairview requested that they be taken off the bond measure. The Metro Council voted to take them off the bond, so they are not included.

- The area west of Fairview Creek where it enters Fairview Lake is zoned for residential, with a few very small parks with trails through the residential area. It is unfortunate because that is the Osborne Creek forested wetland in that area. We fought very hard to have it preserved. There are very few forested wetlands remaining. Also, another forested wetland remains on the Winmar property.

- In talking to people who live in the area, in reference to a trail, it would be nice to buy an easement to the south side of the dike, from 184th to Blue Lake [Chinook Landing to the Sandy Delta]. Will other ownership be affected?

Answer: The Dike is an easement owned by the Army Corps of Engineers (as indicated by Tim Haford at the drainage district.) We talked about trying to get a trail on top of the dike. We could work with adjacent land owners.

- Did you have any contact with Reynolds Aluminum in this process?

Answer: No, but they were invited tonight.

- When the audience was asked if there was general agreement with the prepared objectives, the group generally answered yes.
- I would like to see the south of Fairview Lake included, and I'd like to see a trail on the dike.
- I feel strongly about preserving a historic, forested wetland remnant in the Winmar property at about 185th. It's not protected. It's my understanding from the Division of State Lands that that area is still available for industrial development. In the permitting process they decided that it is not a wetland, but we all know it is full of water now and is a wetland.
- Reference made to the Four-Corners area between the Columbia River and the Columbia Slough.
- Is Metro targeting any of the P-zone property, and if so why?

Answer: Not on this Columbia Shoreline project, but in other areas we are. We may purchase it to restore it and give public access. There are a variety of reasons for acquiring P-zone properties. Price should reflect zoning and that the land is nearly useless for development.

- Will you landbank land without public access, such as on the islands?

Answer: We're not going to fence off Government Island. The money should go to buy land, not improvements. This is what the voters wanted. We can use bond money for stabilization to secure the property.

- Do you have a priority on less expensive land?

Answer: All real prioritization is done by our staff biologist. Then we consider the best bargains, partners, leveraged money and willing sellers.

- Would you manage the islands with the Port of Portland?

Answer: There are ongoing discussions regarding Metro managing certain properties owned by Port of Portland.

- What is your timeline to accomplish Tier I and II?

Answer: It depends on the willing sellers. We hope to adopt a plan by mid-June. We are already talking to some interested sellers. We are hoping to get 60% of the land purchased in the first year of the program.

Appendix C Columbia Shoreline/Islands Biological Resources Overview

May 1, 1996

This report documents findings of the initial biological resources investigation of the Columbia Shoreline and Islands target area where land acquisition is proposed as part of the Metro Open Spaces Program. The target area for this investigation was identified intentionally by general location only. This strategy allows Metro the flexibility to assess a relatively large number of parcels in a given region for the possibility of selecting the most desirable land in a willing-seller program.

Wildlife Dynamics, Inc. (WDI) conducted the preliminary biological resources investigations on the general target area. Objectives of the investigations were to gather existing biological information, interview individuals with knowledge of the areas, perform a general habitat evaluation (using a target area perspective), identify unique or important habitat features (using a narrower perspective), and identify specific sections within the target area that should be investigated in greater detail. The results of the initial studies are to prepare for public meetings and to assist Metro in their land acquisition refinement process.

The following are the results of the initial biological resources investigations for the target area.

The lower Columbia Shoreline is defined for this study as the immediate shoreline from the Sandy River delta to Kelly Point Park, with emphasis on the area east of Interstate 205. The islands within the target area are all located within the Columbia River and include Flag, Sand, Government, Gary, and Hayden islands. The study area has a mixture of land uses including industrial, commercial, agricultural, housing, developed recreation and open space. The majority of the immediate, undeveloped Columbia shoreline is a narrow band of upland habitat, between the levee and the river, that contains herbaceous vegetation, rip-rap, dredge spoil, and paved trails. Only very scattered remnant forested riparian resources are present in this area. Marine Drive, a high volume arterial, is located on or near the levee for the majority of the study area. The exception to this is the area between the Sandy River and Chinook Landing where Marine Drive diverts to the south. Scattered industrial sites, moorages, a marina, and active dredge spoil areas fragment the riparian area along the river between the Interstate 205 bridge and the Sandy River. Due to the above mentioned factors, wildlife habitat value for the majority of the Columbia River shoreline is low. The exceptions are the areas where riparian forest and wetland habitats exist.

All of the islands are providing relatively high quality wildlife habitat, excluding the eastern portion of Hayden Island where extensive development exists. Each island is at least partially forested. Other habitats include wetlands, meadows, sloughs and upland shrub. Government Island, mostly under Port of Portland management, provides some high quality habitat features, however livestock grazing has reduced habitat suitability for many wildlife species. The Jewit Lake basin, on Government Island, is currently being managed to enhance wildlife habitat by excluding cattle and controlling water levels.

The land outside of the levee, often called South Shore, has a long history of land modifications including draining, stream/slough channeling, land clearing, agriculture, filling and leveling, and industrial and commercial development. Only remnant areas of undeveloped habitats are found in the area. Commercial development and agriculture are the predominate land uses of the area with the exception of Blue Lake Park.

The remnant forest habitat found in the study area is largely associated with sloughs and wetlands that were likely less desirable for development or agriculture. These forested habitats are presently dominated by lowland deciduous trees -- cottonwood, willow, and ash. The understory is often young cottonwood and willow with scattered native shrubs, e.g. elderberry, snowberry, wild rose, and hazelnut. Blackberry is very common and is often the dominant shrub in these areas. These areas are providing the most important wildlife habitat in the South Shore area. Numerous natural resource studies of been conducted in this region by private groups and public agencies. Many of the studies describe in detail wildlife use, habitat conditions, and conservation plans for South Shore. Since South Shore is not considered a priority area (Tier I or II) for this target area, extensive interviews or information reviews were not conducted. If Metro decides to explore the South Shore for land acquisition, meetings with agencies and organizations (BES, Multnomah County, etc.) conducting work in the area should be scheduled to coordinate conservation and management efforts.

Acquisition and protection should focus on islands, remnant lowland forest and wetland areas, particularly in areas with increasing development pressures. Priority should be given to lands that will (1) maintain corridors, (2) increase the size of protected or dedicated lands (i.e. mitigation sites and E-zones), and (3) protect significant wildlife areas (i.e. heron rookeries).

Persons interviewed and general comments:

Esther Lev, Wetlands Conservancy Biologist

- concerned about existing forested wetlands such as the Subaru wetlands
- feels that acquisition sites should compliment the extensive work being completed on the South Shore/Columbia Slough areas

Joe Pesek, ODFW Biologist

- states the heron rookeries are very important
- would like to see all of Government Island under public ownership
- concerned about the few remaining forested wetlands

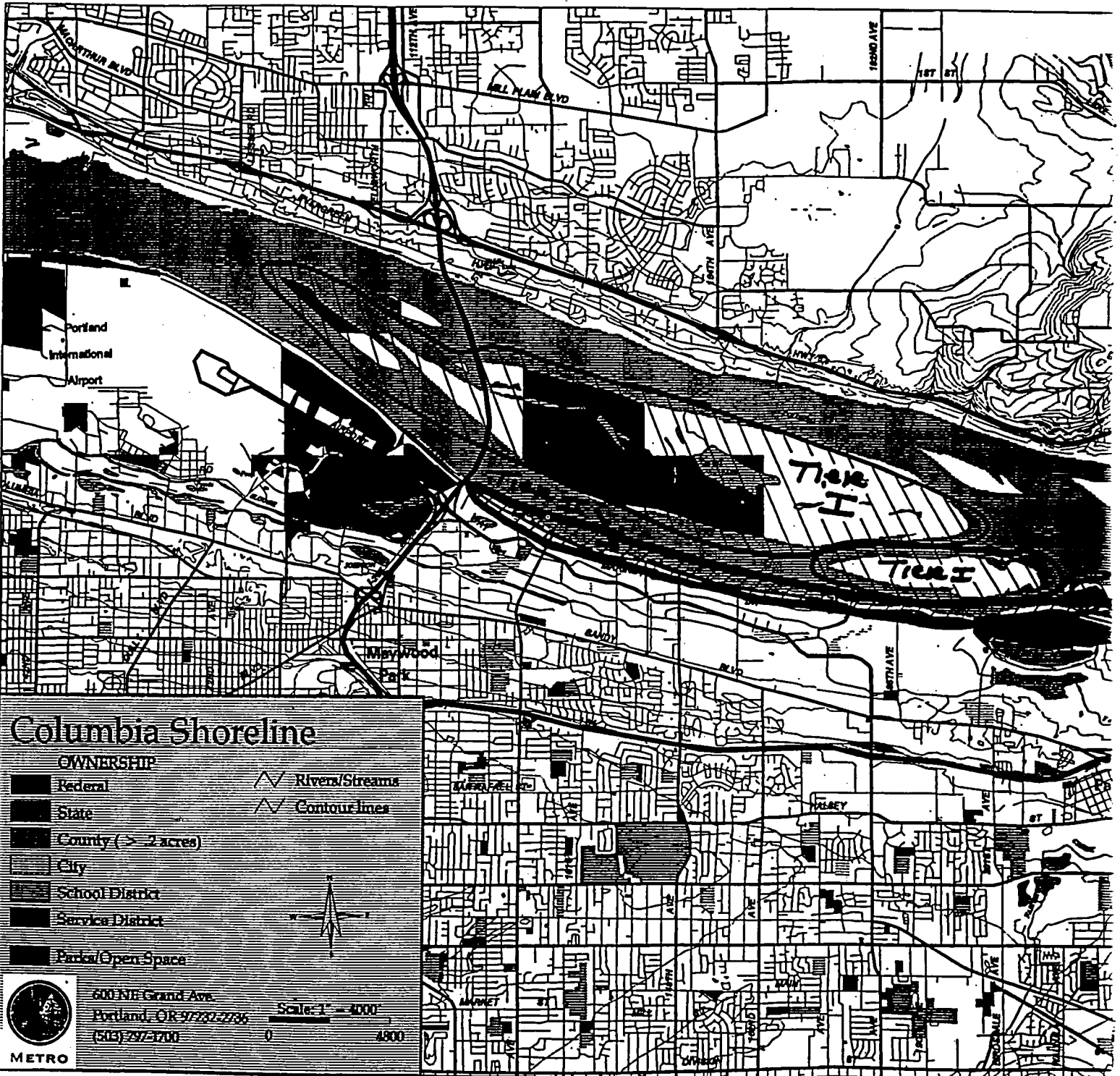
Mike Houck, Portland Audubon Biologist

- would like to see the Subaru wetlands, all the islands, and the heron rookery by Heron Lake Golf Course protected.

Mary Abrams, BES staff

- identified several sites that would compliment existing or future BES water quality facilities, all in the South Shore area

Prepared by: David R. Smith, Wildlife Dynamics, Inc.



Agenda Item 9.3

Resolution No. 96-2349

*For the Purpose of Authorizing the Executive Officer to
Purchase Property as an addition to Howell Territorial Park*

**Metro Council Meeting
Thursday, June 13, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96 -2349
THE EXECUTIVE OFFICER TO PURCHASE) Mike Burton
PROPERTY AS AN ADDITION TO HOWELL) Executive Officer
TERRITORIAL PARK)

WHEREAS, In July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified the Howell Marsh as an area of regional significance; and

WHEREAS, The entire Howell Marsh needs to be in public ownership in order to ensure its protection; and

WHEREAS, Acquisition of natural areas from willing sellers is a primary strategy for preservation of natural areas; and

WHEREAS, Funds to purchase property are allocated via the Phase II Intergovernmental Agreement between Multnomah County and Metro, which designated this property to be purchased from the Multnomah County Natural Area fund ; and

WHEREAS, Purchase of this property will provide long term benefits to the public enjoyment and use of Howell Territorial Park; now therefore,

BE IT RESOLVED,

That Metro Council authorizes the Executive Officer to enter into an agreement with Marjorie Taber as attached in Exhibit A.

ADOPTED by Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2349 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE PROPERTY AS AN ADDITION TO HOWELL TERRITORIAL PARK

Date: May 31, 1996

Presented by: Charles Ciecko

PROPOSED ACTION

Resolution No. 96-2349 would authorize the Executive Officer to purchase property from Marjorie Taber as an addition to the Howell Territorial Park and the historic Bybee House.

BACKGROUND AND ANALYSIS

Marjorie Taber owns approximately 39.16 acres of property adjacent to Howell Territorial Park. Howell Territorial Park is an 80 acre Multnomah County park, which is being transferred to Metro's ownership this summer. Mrs. Taber is willing to sell a 20.76 parcel (the legal description is attached as Exhibit A) and grant a right of first refusal to Metro on the remaining 18.39 acre parcel. The 20.76 acre parcel is located immediately east and south of the present park area. All of the land is zoned Exclusive Farm Use and is currently used for grazing cattle. The 20.76 acres has several mature oak trees scattered throughout the site; in addition, the property contains a portion of a wetland, which is the primary biological feature of the Park.

Acquisition of the property is critical to Howell Territorial Park for several reasons. First, the purchase will enable Metro Parks to control the entire wetland and especially the dam on the Taber property for wildlife management purposes. Second, the purchase agreement contains a provision to extinguish a 20' easement currently running through Howell Territorial Park so that no future neighboring owners can cause damage to the park. Third, the 20.76 acre property is needed to buffer Howell Territorial Park from incompatible agricultural uses, such as nursery, feed lots, etc. The Master Planning process, which is currently in progress, has identified this acquisition as critical to the future use and integrity of the Park. Phase II of the Intergovernmental Agreement between Multnomah County and Metro anticipated the purchase of the Taber property and stipulated a direct deduction for this purchase from the \$1.2 million Natural Areas Fund prior to its transfer to Metro.

BUDGET IMPACT

Funds for this 20.76 acre purchase will be provided by Multnomah County's Natural Areas Fund. The purchase price and associated costs will be deducted from the \$1.2 million to be transferred to Metro on or before July 1, 1996. The purchase and sale agreement allows the property to continue to be utilized by Mrs. Taber. In the future, maintenance costs will be budgeted by the Regional Parks and Greenspaces Dept., Operations and Maintenance Division.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends passage of Resolution 96-2349.

EXHIBIT A

Legal Description of the Taber property

A tract of land located in Section 21, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon more particularly described as follows:

Commencing at the most Northerly Northeast corner of the James Menzie Donaticn Land Claim, being Claim No. 45 Notification No. 4492; thence North 30°46' East 1728.6 feet; thence North 36°34' West 2156.0 feet to a 1 inch iron pipe located on the West bank of the Gilbert River; thence South 72°28'10" West (the Deed bearing for the same line is South 72°39' West) 1874.51 feet; thence North 17°21' West 495.81 feet to a 1 inch iron pipe and the true point of beginning, said point being the Northeast corner of the tract conveyed to Multnomah County by Deed recorded April 12, 1962, in Book 2111 Page 175, Deed Records; thence North 72°28'10" East 1575.76 feet to a 5/8 inch iron rod on the West bank of the Gilbert River; thence along said West bank North 28°12'30" West 286.05 feet to a 5/8' iron rod; thence continuing along said bank North 13°48'40" West 431.93 feet to a 1 inch galvanized iron pipe, said pipe being the most Easterly corner of the tract conveyed to Multnomah County by Deed recorded May 25, 1967 in Book 563 Page 664 Deed Records; thence South 63°20'40" West along the boundary line of said tract 1569.19 feet to a 1 inch galvanized iron pipe; thence South 17°21' East continuing along said boundary line 463.26 feet to the true point of beginning.



METRO

*file
sent to all Councilors*

DATE: June 10, 1996
 TO: Patricia McCaig, Councilor District 7
 FROM: Judith Mandt, Administrative Manager *JM*
 SUBJECT: Res. No. 96-2347 - Portland Art Museum CD-ROM education program

At the Regional Environmental Management and Council Finance Committee meetings on June 5, a project to assist the Portland Art Museum in its endeavor to computerize a Museum in-school education program, resulting in significant reduction of the waste currently generated, was presented for consideration. Some questions were raised by Council members, and I hope the following information will address your concerns and illustrate that this is a worthwhile project appropriate for Metro's investment.

1. **What is the value of the contributions made to the project by Intel Foundation and the Portland Art Museum?**

Intel Foundation's contribution provided a cash contribution of \$32,500; other groups that provided funding include a cash gift of \$5,000 from Washington Mutual Foundation, in-kind services valued at \$50,000 from Planet Productions, and in-kind services from Sony valued at \$5,000. Several other businesses have provided in-kind creative and audio services. The Museum's contribution is the culmination of one year's work on the part of one staff member to design and coordinate development of the program.

2. **Why is it necessary for this to be a sole-source contract?**

Since this is a program of the Portland Art Museum for the schools, only the Museum could provide this service.

3. **What Metro objective is met with this project?**

Waste reduction: We need to move up the hierarchy to eliminating waste in the first place. The program is very popular and about 6,000 sets of packets are distributed annually. Normal wear and tear and revising and updating the curriculum makes it necessary to replace the packets each year. This consumes the equivalent of 720 reams or 360,000 pieces of paper, and 36,000 rigid covers every year. In six years, 4,320 reams of paper and over 200,000 covers have been produced and worn out. Additionally, more than 250,000 photographic slides were produced and used throughout this time period. Availability of the CD-ROM that is being developed is expected to eliminate the need for most of the over 2 million pieces of paper and thousands of slides this program has consumed to date. It is programs like this and other increments both large and small, that have led to the current 45% recovery rate in the region, and will be needed in the future to reach the 52% goal in 2000.

4. **What criteria was applied to selecting this project?**

Typical requests received for funding deal with technology, for which the Business Grant Program was established, or the Community Enhancement Program, both of which conduct a solicitation process. The Metro Challenge makes grants available to local governments. The department management does recognize the need for rational and justifiable criteria in spending public funds, however, no *formal* criteria has been adopted for unsolicited proposals such as this because we receive fewer than one a year. This request was received in fall 1994 and was considered by the

director and two managers whose areas would be affected: Waste Reduction and Administration in the area of outreach. We felt this proposal had merit and funding should be requested via the budget process because 1) the proposal promised to result in significant ongoing waste reduction, 2) it provided a very positive context in which Metro would be associated before a large public audience over a long period of time, 3) it was submitted by a reputable institution and 4) Metro would be able to maximum the resources by joining with two partners, Intel Foundation and the Museum, making it very cost effective. This specific request of \$5,000 was reflected in the FY 1995-96 Administration line item budget, Miscellaneous Professional Services.

Though we have often relied upon the budget process for review and discussion of such proposals, a process for sponsorship is appropriate for the department. A new work group for public outreach is being expanded within the department, and this could be an item for their work program. I look forward to presenting an update in the future to the Regional Environmental Management Committee concerning the results.

JM:ay

cc: Mike Burton, Executive Officer
Councilor Ruth McFarland, REM Committee Chair
REM Managers

SASHARE\MAND\MEMOS\ARTCOUNC.MMO



METRO

REGIONAL FACILITIES COMMITTEE REPORT:

CONSIDERATION OF RESOLUTION NO. 96-2345, FOR THE PURPOSE OF APPROVING AND ADOPTING THE ANCIENT FOREST PRESERVE DRAFT MASTER PLAN.

Date, June 7, 1996

Presented by Councilor McFarland

Committee Recommendation: At its June 3rd meeting, the committee voted unanimously to recommend Council adoption of Resolution 96-2345. Voting in favor: Councilors McFarland, Monroe and Washington.

Committee Issues/Discussion: Pat Lee made the staff presentation for the Regional Parks and Greenspaces Department. Mr. Lee explained that what is before the committee is the adoption of a master plan for the 38 acre Ancient Forest Preserve, 2.5 miles NW of Forest Park, currently owned by Friends of Forest Park. A 1994 Metro resolution authorized entering into a non-binding Memorandum of Understanding with Friends of Forest Park, calling for the Master Plan and stipulating conditions under which the property and easements could be transferred to Metro. At a later date the Parks Department will bring the ownership, and related fiscal and budget issues before the Council, via a separate resolution.

Jane Hart, also Parks staff, clarified the amount of public involvement in the drafting the Master Plan. A 600 person mailing list was used for notification (which included 400 Friends of Forest Park). There was a 5 person advisory committee, tours of the area and public workshops. At this point there is significant support to go forward, especially from Friends of Forest Park. However several neighbors are not satisfied with the proposed parking location which is on McNamee road, and certain other issues such as transients, traffic and trash.

Testimony:

Donna Green representing the McNamee Ridgeview Homeowners Association testified. She feels that the process has not allowed her concerns to be heard, although she acknowledges speaking with Councilor McLain and Executive Burton on the issue. Basically, her main concern is that McNamee road is an inappropriate site for the parking (5 car capacity) and associated traffic related to this site. She also related several of her points back to a county planning decision, which created the 38 acre parcel, and set certain conditions for its use. Councilor McFarland asked Ms. Green to submit written testimony (which she has done, and which is attached to this report)



(Ms. Green asked for clarification of the costs of building the parking area. The Master Plan indicates a range of \$34,000 to \$44,000. Also, estimated vehicular use of this facility is 12 cars per day at peak months, down to a low of 4 cars per day--Nov. through March--weekdays).

METRO


Nancy Brocheax, a Ph.D. candidate, Kathy Turner, VP of Friends of Forest Park, and Chris Rentsch, a citizen who lives near an entrance to Forest Park all spoke in favor of adopting the Master Plan.



METRO

McLain 6A
Nov 14

TO: Presiding Officer Jon Kvistad

FROM: John Fregonese, Director, Growth Management Services 

DATE: November 5, 1996

SUBJECT: Title 4, Urban Growth Management Functional Plan

I have been requested by MPAC members to forward their recommendation about the McLain Amendment #6, which pertains to the Urban Growth Management Functional Plan now before the Metro Council.

At the special MPAC meeting on October 30, 1996, the membership present unanimously voted to ask Councilor McLain to again put forward her Amendment 6, which would modify the proposed language in Title 4. While an MPAC quorum did not exist, there was no dissenting position voiced at the meeting.

It is my understanding that the MPAC members in attendance believe the language in Councilor McLain's amendment reflects their jurisdictions' best interests and the fundamental philosophy of the 2040 Growth Concept. They indicated that an MPAC request to the Metro Council to reconsider the current language and adopt the wording in Councilor McLain's Amendment 6 was in order.

If I can facilitate further communication between the Metro Council and MPAC I would be happy to do so.

cc: Councilor McLain, Councilor, McFarland, Councilor Monroe, Councilor Morissette, Councilor Washington, Councilor McCaig, Mike Burton, Executive Officer, MPAC Membership



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October 22, 1996

Susan McLain
METRO
600 NE Grand Avenue
Portland, OR 97232

Dear Ms. McLain:

My understanding from the Oregonian is that you re considering some changes in the regional plan to make it easier for "Big Box Stores" to be developed and expanded in the METRO area.

While a metropolitan area needs a certain amount of large mass retailers, the encouragement of such development seems to be in direct conflict with the stated desire to encourage "Main Streets" and "Village Centers".

Find enclosed an article that explains some of the effects.

Sincerely,

Lewis L. McFarland

"If superstores would configure themselves in a more environmentally friendly way, they would encounter less resistance."

*Constance Beaumont
National Trust for Historic Preservation*

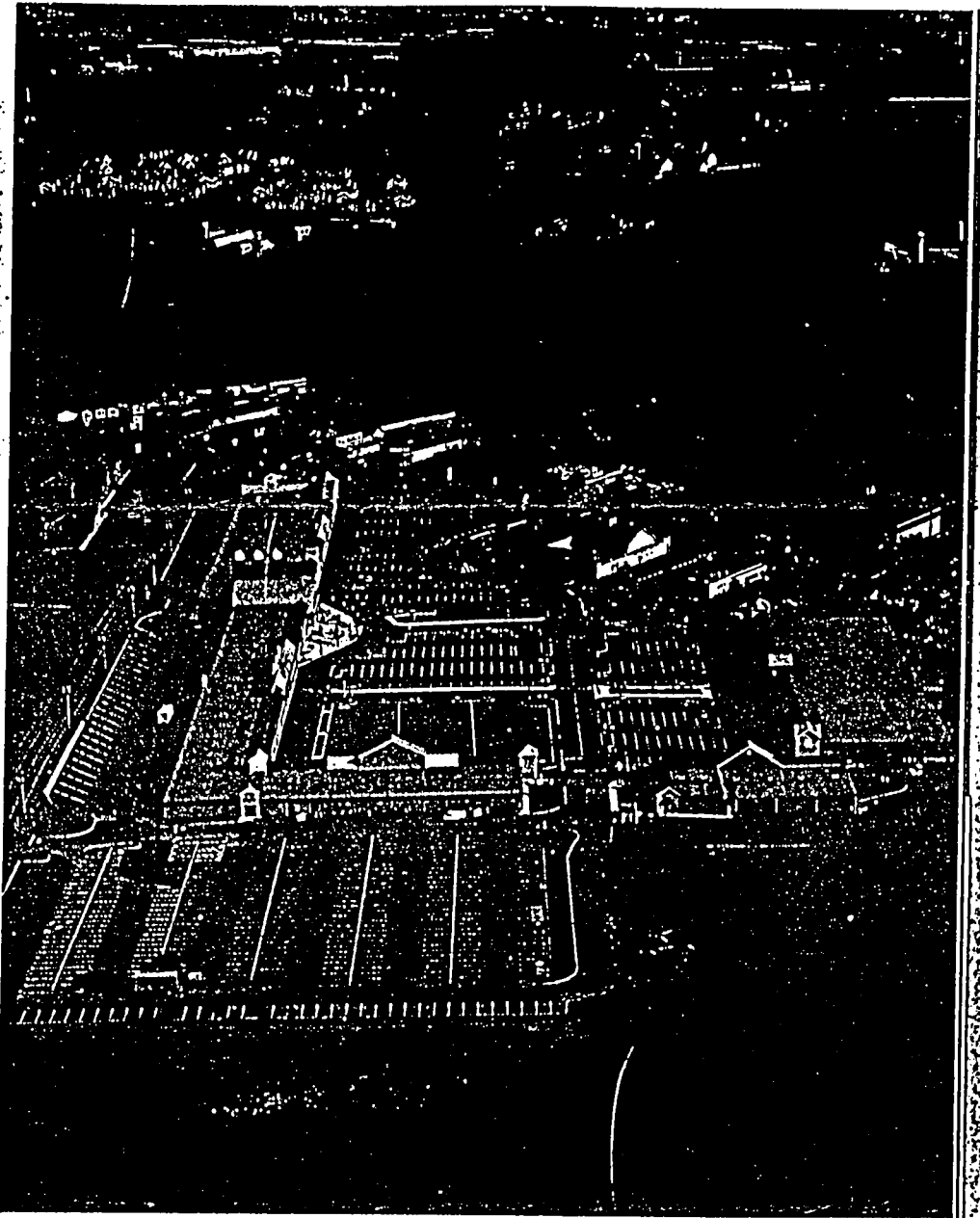
lets towns recoup some lost tax revenue if the land is later developed. But 61-A goes further. It gives local governments one last shot at preserving open space; the town gets 120 days to match the developer's offer. And so, in early March last year, the town of Billerica got a letter notifying it of a sales agreement covering the east thirty that Griggs had been leasing. The buyer: W/S Development Associates, known for buying and developing land for Wal-Mart. The stated price to the town to match the offer: \$2,120,000.

The figure was daunting. Billerica is struggling financially and the \$2.1 million was more than the town had budgeted for water and sewer combined. "Let's not forget the people who need a fire station," Olga Symes, a registered nurse, told a town meeting. "We need police protection. We need our roads. Something is going to be left out if we vote this money." And the promise of additional tax revenue if the developers were allowed to proceed was enticing. "Conservatively," developer's attorney Richard A. Marks told the town, "development on this land will pay in excess of \$200,000 a year [in taxes]."

NOT JUST A PLACE TO SHOP

But the thought of a Wal-Mart on Gil Griggs's cornfield was one parking lot too many. "No one denies that we have many, many things in town that have to be taken care of," says Barbara Morrissey, who describes herself as a technician/housewife. "However, this acquisition of land has to be done now or we'll never have the opportunity again." Some, seeing the loss of Billerica's agriculture heritage, felt the need to say, "enough!"

Billerica, its townscape already blotched with vacant retail windows, was as upset by the idea of getting a Wal-Mart as it was by the likelihood of losing Griggs Farm. Yankees, as insular



The typical stand-alone megastore sprawls over 100,000 square feet. The parking lot can be as big as ten football fields.

as they are independent, take their towns seriously. The village center—their evocative term for downtown—is not just a place to shop; it is the heart of New England culture. People suggested that Wal-Mart move in to one of the many vacant retail spaces closer to town, but the developer declined.

With just three weeks left in the 120-day window, Billerica turned to the Trust for Public Land. "TPL isn't against developers or growth in any knee-jerk way," says Peter Forbes, TPL's regional director. "In this case, the town came to us for help. They felt they were fighting for their life." TPL's first move was to



Farmers like Gil Griggs got tax relief through Massachusetts' agricultural protection bill.

The thought of a superstore on Griggs's cornfield was one parking lot too many.

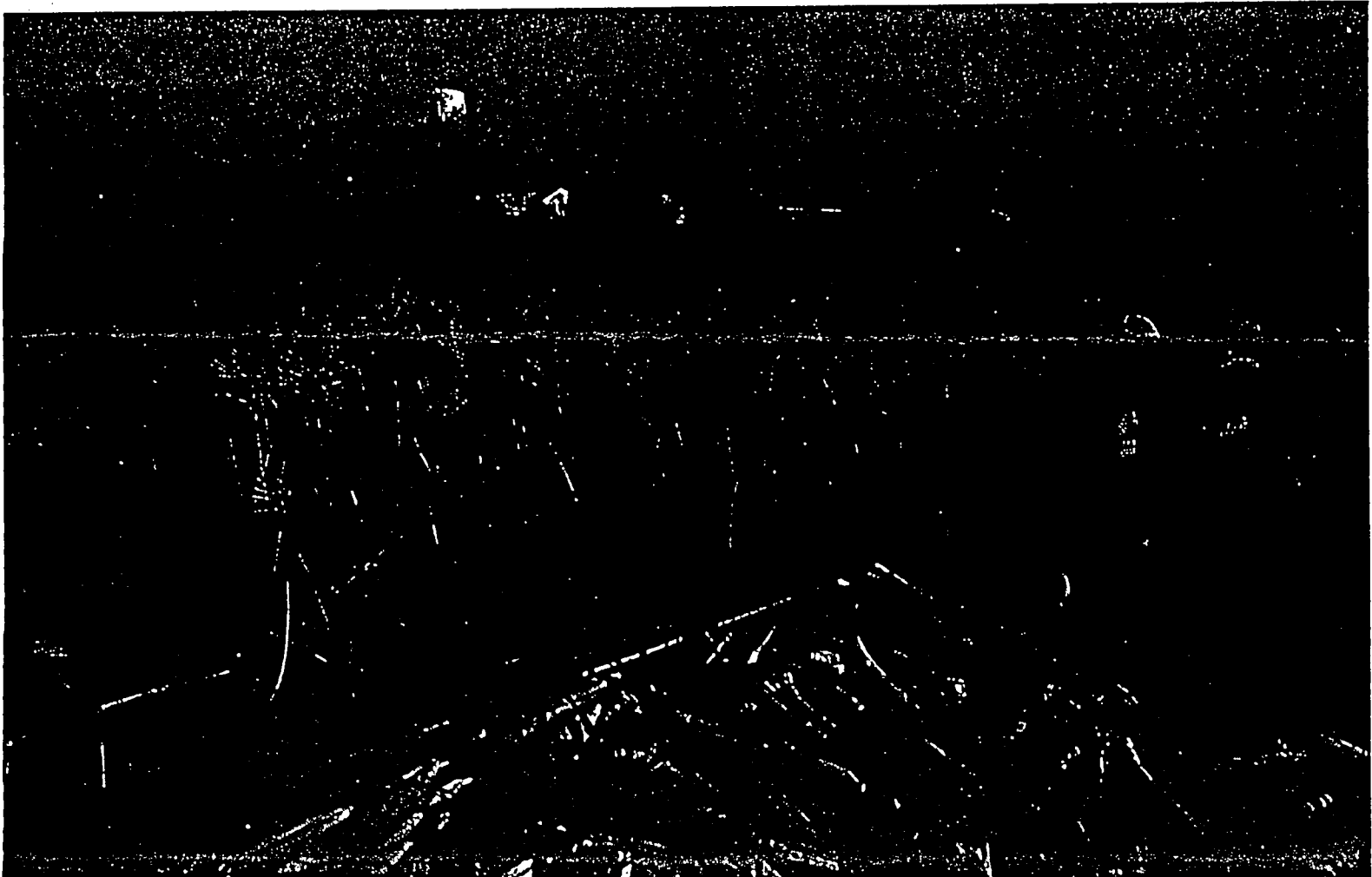
examine the terms of the sale agreement carefully. They turned out to be very different from what was stated in the letter of notification. "There was no way the town could have met the \$2.1 million purchase price," said Forbes, "but that was a misrepresentation of the deal." By the time TPL negotiators put a purchase package in place, the cost to the town was down to \$700,000.

TPL and local preservationists went to work to build support for the farm's purchase. Open houses were held at the farm; kids picked pumpkins at a fall festival; a photography exhibit celebrated the town's agricultural heritage. Full-page newspaper ads reinforced a direct mail campaign. "We needed to give the town confidence," Forbes says. "We said, 'Yes, you can do this. And we will help.'"

**LOCAL SMALL BUSINESS—
AN ENDANGERED SPECIES**

Sprawling superstores have come to be seen as the great destroyers of downtown America. "The Wal-Mart phenomenon is a major factor in pulling investment away from the core," says

Steve Lepider



Henry Richmond, chair of the National Growth Management Leadership Project. "The fact is, the costs of these urban fringe developments are enormously subsidized by the community at large. They don't have to include the costs of the pollution or the congestion they generate; they glut local economies with more retail space than can be absorbed, and drive out local small businesses."

Within ten years after Wal-Mart's move into Iowa, almost half of the men's and boy's clothing stores in the state disappeared and a third of all Iowa's hardware stores and grocery stores closed. Glenn Falgoust of Donaldsville, Louisiana, told CBS "60 Minutes" that in the ten years before Wal-Mart came to his hometown in 1983, there were twenty business failures. In the ten years after Wal-Mart arrived, 185 businesses including his own, had folded, and downtown Donaldsville today is a ghost town. So are hundreds of other downtowns across the South and West.

Even regional and retail outlet malls are feeling the pinch. A recent survey by the industry's *Value Retail News* found "outlet-center overdevelopment" at the top of the list of concerns of both retailers and developers.

Are old-time downtowns simply obsolete and an impediment to efficient retailing? A recent article in *Business Ethics* magazine suggests that many retailers, with limited selection and shallow inventories, "in a precarious position for a long time," have only themselves to blame when forced to close.

Coupling legendary buying power with centralized, cost-efficient selling, Wal-Mart is the most efficient mass-merchandising machine in America. Customers get a broad selection of quality merchandise, and the price—at the cash register at least—seems unbeatable.

"There is no way to deny that some of the superstores do a better job than some local businesses, but they do it in a very destructive manner," observes Kenneth Munsell, director of the Small Towns Institute in Ellensburg, Washington. "Penney's and Sears did not destroy the towns they entered in an earlier era. They added options. They complemented what was already there. Their scale was not so huge that they precluded the sale by others of virtually all other merchandise."



Local businesses often cannot compete with the discount chains.

The costs of these urban fringe developments are enormously subsidized by the community at large.

The overhead at Mom and Pop stores is higher than Wal-Mart's because each store supports a family, often an extended multigenerational family, with homes and roots in the community. Mom and Pop's earnings stay in the community. Wal-Mart's earnings go to Bentonville, Arkansas. Then there is what urban planner Ronald Lee Fleming of the Townscape Institute calls the "collective community investment," the rich tradition of storekeeper involvement.

"It's important for us to give back to the community," says store owner Jerry O'Connor. His father, who still works in the store, opened O'Connor's Tru-Value Hardware Store in Billerica in 1954. Jerry has run it since 1967, and two of his children also help. Along with serving on the boards of local boys and girls clubs and a local hospital, Jerry sponsors local athletics. "Girls' softball, hockey, youth softball, little league, maybe a half-dozen or so teams, I guess, on different levels," he says. "We don't just give money," he adds. "We give time."

"There's one thing you can't buy at Wal-Mart: small-town quality of life," says Al Norman. Norman won a quixotic grassroots effort to keep Wal-Mart out of his hometown of Greenfield, Massachusetts. The town council had already approved



Susan Lypter

Anti-sprawl activist Al Norman: "There's one thing you can't buy at Wal-Mart—small-town quality of life."

rezoning for the development when Norman, stressing small-town values, organized a campaign to overturn the vote by public referendum. He won by nine votes.

Al Norman beat the superstore by looking beyond the balance sheet and emphasizing the village assets of small-town life—knowing your neighbors, walking to the town square, supporting local businesses. "We began looking at the real cost to our overall community," he explains. Now Norman is spreading the word. His *Sprawlbusters ALERT*—a compendium of everything from legal briefs to news clips to annual reports, distributed by the Conservation Law Foundation in Boston—is an example of grassroots activism at its best.

HIDDEN COSTS OF MEGASTORE SPRAWL

Megastores have other hidden costs. Environmental costs. For one thing, these stores are auto-dependent. The typical stand-alone store is 110,000 square feet—and many are larger. The parking lot of a single megastore can be as big as ten football fields. Such a store generates 946 car trips per hour, almost 10,000 trips per day. Those cars burn fuel and emit pollution. They require infrastructure, highways, and parking lots. Sprawl-design box stores set on paved-over woods or cornfields and separated by six- or eight-lane highways require separate car trips just to get from Monster Shoe to the Mega-Toy next door, to the Bulky Burger across the highway. While the rest of us pollute or waste resources by this driving, people without cars (estimated at 25 percent of our population) increasingly find themselves disenfranchised in the land of plenty.

The National Trust for Historic Preservation, one of the first to warn against such sprawl, annu-

The National Trust for Historic Preservation estimates that more than 1,000 towns around the country may currently be resisting megastore sprawl.

ally publishes a list of "America's 11 Most Endangered Historic Places." In 1993 it listed the entire state of Vermont, noting that superstores and mall sprawl threaten to destroy the state's defining characteristics. Communities from Petoskey, Michigan, to Gig Harbor, Washington, to Chestertown, Maryland and Branford, Connecticut are calling the NTHP to ask for help. NTHP's popular book, *How Superstore Sprawl Can Harm Communities And What Citizens Can Do About It*, has become the field manual in the fight against megastore sprawl. Author Constance Beaumont estimates that more than a thousand towns around the country may currently be resisting megastore sprawl, and least 100 communities are engaged in "hot raging battles."

"If superstores would configure themselves differently, in a more environmentally friendly way, they would encounter less resistance," she maintains. Beaumont's book spells out the planning, zoning, negotiation, and other tools available "for preserving (or creating) humane environments for people to live in."

Sprawl development in Lancaster, Pennsylvania, contrasts sharply with the traditions of local Amish.



Craig Terry

BILLERICA TAKES A STAND

Billerica's elected representatives used the tool available to them on November 3, 1994. It was town meeting time. Time to vote: "I move that the town vote to appropriate the sum of \$1,035,000 for the purchase of agricultural property," motioned Edward Hurd, chair of the board of selectmen, "for the purpose of open space." Fully two-thirds of the representatives present had to approve the appropriation, or Griggs Farm would be lost. For some, it was a choice between a fire truck and a cornfield. For others, it was between blacktop and black loam, between cheaper goods and community values. Voting is simple in Billerica: you stand up to be counted. Ninety-five people stood up for open space. By one vote and a two-thirds majority, the appropriation passed.

The cheers and applause that filled the hall reverberated across New England. Conservationists were ecstatic. The people of Billerica, median household income \$47,830, had put the lie to the charge that land preservation is the preoccupation of the elite. Deep in a financial hole, needing sewers, fire stations, and better roads, Billerica saw value in open space and a working landscape.

The euphoria was short-lived, however. Within a week, the developer's attorneys announced a legal challenge. "They told me they don't care how much it costs or how long it takes," recalls Peter Forbes, "they fully intend to own that property." Whether it was underestimating TPL's commitment or pursuing a longer-term strategy to intimidate other preservation efforts, the Wal-Mart developer was still playing hardball.

TPL, committed to the people of Billerica and aware as well of the larger need to stand up to developer intimidation, threw a curve of its own, beating the Wal-Mart developer to court and asking for a quick judgment on the technical issue: when the 120-day clock starts. The case has significance beyond Griggs Farm; TPL Regional Counsel Donna Smith says that a victory for the superstore would undermine other Massachusetts towns attempting to use General Law 61-A to fight unwanted sprawl.

Meanwhile, Wal-Mart has announced plans to add 200 stores, largely in the East and Northeast, in the coming year. Gil Griggs is busy nurturing 11,000 fall mums, and the land in ques-



Fearing the loss of Billerica's agricultural heritage, some felt the need to say "Enough!"

tion lies fallow. But an important victory was won in Billerica. Residents examined their values and then acted to protect what they held dear. They learned, as Constance Beaumont writes, that "it is within our power to stop the blight of ever more sprawl on the American landscape and to breathe new life into older cities and towns."

Richard Stapleton, frequent contributor to *Land and People*, is an environmental and conservation writer based in New York City. His book on preventing childhood lead poisoning, *Lead Is a Silent Hazard*, was published by Walker and Co. in February.

HENRY OSERAN
2455 northwest marshall street
suite 7a
portland, oregon 97210

October 17, 1996

Councilor Susan McLain
Metro Council
600 NE Grand Avenue
Portland, Oregon

Dear Councilor McLain:

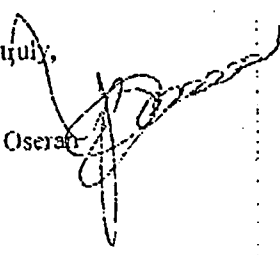
I support your amendment No. 6 which I consider an important initiative in helping preserve industrial areas and jobs. As an industrial property owner in the Guilds Lake area of Northwest Portland I am conversant with these issues.

In addition to being a property owner I operated and owned for over 30 years a flat-rolled steel processing and distributing business in Guilds Lake. There are inherent conflicts in siting mass retailers in the midst of industry not the least of which are vehicle safety and depletion and/or waste of infrastructure dedicated to industry.

Thank you for proposing this amendment.

Yours truly,

Henry Oseran



Via Fax



ESCO CORPORATION 2141 N.W. 25TH AVENUE, PORTLAND, OREGON 97210 U.S.A. TELEPHONE (503) 228-2141 TELEX 36-0590

Ed Washington
Metro Councilor, METRO
600 NE Grand Avenue
Portland, Oregon 97232-2736

October 17, 1996

Dear Ed;

ESCO Corporation desires to keep "Big Box Retailers" out of heavy industrial areas, such as the Northwest Industrial Sanctuary located in Northwest Portland. ESCO's management is seeking certainty on this issue, so that plans for capital improvements, and continued production can occur in Portland.

Big Box Retailers and heavy industrial businesses can not co-exist in the same neighborhood. ESCO has fought this battle twice with Costco in the span of five years. Winning the fight did not improve our product nor the wages or benefits for ESCO employees, it only allowed us to continue our operations in Portland. ESCO has been located in Portland for 83 years, and has been an excellent corporate citizen. ESCO hopes this will continue on forever and with your help ESCO believes it will.

Our primary concern is keeping the essence of Title 4 of the Urban Growth Management Plan as it relates to industrial areas the same as it is now. I understand that Councilor Susan McClain has proposed amendments which keep the industrial areas exclusively for industrial businesses (except for commercial activities needed by the industrial companies). Either of her amendments 4 or 6 would address our concerns. Amendment 6 maybe the best of the two and the one you could support. I have also attached a position paper in regards to making ESCO's case for excluding Big Box Retailers from industrial areas.

Thank you for your efforts on ESCO's behalf. There are many family wage jobs which depend on ESCO being able to operate effectively and efficiently in the Northwest Industrial Area.

Regards,

A handwritten signature in cursive script that reads "Dale S. MacHaffie".

Dale S. MacHaffie
Property Manager
ESCO Corporation

cc. Presiding Officer John Kivistad
Councilor Patricia McCaig
Councilor Susan McClain ✓
Councilor Rod Monroe
Councilor Ruth McFarland
Councilor Don Morisette

attachments

**Position of Industrial Owners
Regarding big Box in Industrial areas.
10/16/96**

1. Commercial big box operators drive up the prices of land and force industrial users out of the area.
2. Big Box operators absorb huge amounts of existing traffic capacity at various key intersections and force industrial users to suffer significant delays or force them off the streets.
 - For example in the NW industrial district on the day it opened the Costco store would have absorbed 75 per cent of the remaining capacity of the Yeon/Nicolai intersection, leaving only 4% for additional growth. On December weekdays less than 1% of the capacity would remain.
 - During December in the NW district, the Costco parking lot would have overflowed.
3. Big box operators in industrial areas and the retail customers they attract will not tolerate the use of street licensed fork lifts on the street or the kind of industrial truck off loading that occurs in side streets in industrial areas.
4. big box operators in industrial districts undermine the existence of small companies that have a synergistic or agglomerative relationship with major manufactures to the point where the major manufactures must leave because they don't have the support of their suppliers.
5. Multimodal transportation is necessary for the survival of industrial operations, and the existence of trains, trucks and forklifts on urban streets in competition with retail shoppers' vehicles causes congestion, accidents and a high level of frustration on all sides.

Points regarding current situation before Metro Council (October 16, 1996)

The industrial owners oppose the deletion of Title 4 of the functional plan because it would have a negative effect on the provision of jobs within the urban growth boundary.

The industrial owners could live with amended Title 4 as proposed by Councilor McLain (Amendment No. 6). We think it might be more salable if section 3.C. were eliminated because of the uncertainty of a quasi-judicial process.

The industrial owners could also live with was is apparently an earlier version, McLain

Amendment 4, so long as it is clear that industrial areas are still protected from big box retail under Title 4. We do want retail to be an allowed use in industrial areas, except as it serves the immediate area and is very limited in size.

For Further information Call:
Steve Schell
417-2145

CITY OF HILLSBORO



Post-it® Fax Note	7671	Date	11/13	# of pages	1
To	Susan McLain	From	Wink Brooks		
Co./Dept.	Metro	Co.	Hillsboro		
Phone #	797-1790	Phone #			
Fax #	357-9583	Fax #	681-6245		

November 13, 1996

Fax Transmitted Letter

Hon. Susan McLain
Metro Councilor
600 NE Grand Avenue
Portland, OR 97232-2736

Re: McLain Amendment No. 6A to Title 4 of the Metro Urban Growth Management Functional Plan.

Dear Susan:

Thank you for meeting with us twice to discuss your proposed Amendment No. 6A to Title 4, Retail In Employment & Industrial Areas. As you know, we oppose any language in Title 4, including any language proposed in your Amendment No. 6A, which would limit the development of larger-scale retail uses in our "Commercial" areas or prevent us from approving such uses in these areas. We refer, especially, to the two specific sites within our City owned by the Port of Portland and John Maring and by PacTrust Realty Co. Our opposition to such Title 4 restrictions remain firm.

Earlier today, you told us that you discussed our concerns on this matter with Metro Staff (Messers Shaw and Turpel). Based on their representations to you, you've assured us that:

1. If amended by adding the language in McLain Amendment No. 6A and adopted by the Metro Council, the revised Title 4 restriction on larger-scale retail uses will not affect either of the two sites referenced above.
2. The two sites are located outside "Employment Areas" shown in the adopted Metro 2040 Growth Concept Map and, thus, would not be effected by any Title 4 restriction on larger-scale retail uses.
3. If adopted as scheduled, the Functional Plan would not take effect until February, 1997.

Based strictly on these representations and those of the Metro Staff as relayed through you to us, we can support Title 4 as amended by McLain Amendment No. 6A. Please note that our support of such a revised Title 4 presumes that your representations are endorsed by your Council and your Staff and that Title 4, as amended, will be adopted without further revision and will not later be interpreted or applied to the contrary.

Sincerely,

CITY OF HILLSBORO PLANNING DEPARTMENT

Winslow C. Brooks
Planning Director

In the Suburbs, Job Strife Starts in the Parking Lot

By MITCHELL PACELLE

Staff Reporter of THE WALL STREET JOURNAL

When customer-service manager Sharon Dunnam returned to AT&T Corp.'s suburban Indianapolis office from a recent lunch, she got a taste of the biggest challenge many of her colleagues face each day: finding parking.

Ordinarily Ms. Dunnam has a reserved space, but this time she was riding in a co-worker's car. As they circled various AT&T parking lots, her 12-story office building receded into the distance. "It took us forever to find a space," she gripes. AT&T employees who dare venture out, she discovered, "could spend the better part of their lunch hour looking for parking."

It was once a given that suburban office workers could find parking next to their buildings. No more. As companies like AT&T shoehorn more workers into office buildings, suburban parking lots are overflowing. As a result, car commuters often face the day's most maddening hassles before they even reach their desks.

"The parking lot would fill, then every single curb space would fill, both marked and unmarked. People who came in at 9 a.m. were in deep trouble," recalls Ed Axelsen, director of real estate at Netscape Communications Corp., which has grown so quickly that employees have had to double up in office cubicles. Not even the top brass were spared. "If the executives came in late, they were plum out of luck," chuckles Mr. Axelsen. "There were even some fender-benders in the parking lot." (The parking crunch eased when Netscape expanded into another building, but employees say spaces are already becoming harder to find.)

For building owners, it's more than just an inconvenience. The nation's booming service economy needs office space for its worker bees. And while employers ranging from telecommunications companies and catalog retailers to credit-card companies and airline reservations departments are figuring out how to make do with less floor space per employee, they haven't devised a way to squeeze more cars into the same parking lot.

"I think this could have an unknown and unforesee-

able economic impact on any suburban office building that doesn't have the flexibility to double its parking capacity," says Michael T. Cohen of Williams GVA Worldwide, a New York-based real-estate firm. He warns of early-obsolence: "There are some buildings that just need to be eliminated, because of the parking."

In the meantime, suburban communities have to cope with the overflow. At International Business Machines Corp.'s office campus north of Atlanta, employees frustrated by the lack of parking began stashing their cars in tow-away zones, drawing complaints from local fire officials,



according to a memo issued to employees last year. The company hastily built an additional lot. But then when IBM consolidated its nationwide network of customer call-in centers in Atlanta, parking capacity again was squeezed.

In Worthington, Ohio, a suburb of Columbus, employees at AT&T's "customer care" facility long ago spilled out of the building's parking lot into the lot of an adjacent mall, earning the wrath of mall managers. Although the office building's owner managed to cram in 20 more parking spaces, and AT&T leased part of the mall's lot, it wasn't enough. The grim report from Roxy Williams, AT&T's manager of the property: "You come in early and you stay in for lunch."

For years, typical suburban office tenants allotted at least 250 square feet of office space per employee. Developers, eager to cut land-acquisition costs, were disinclined to provide more than a minimum of parking. They calculated that tenants would need 3 1/2 to four parking spaces per 1,000 square feet of office space, and typically that's all they provided.

But today, in the name of efficiency, many companies are reducing the office space allotted to each employee. For their customer-service, data-processing and other "back-office" operations, companies like the Chicago-based Baby Bell Ameritech Corp. are squeezing employees into as little as 110 square feet each. That translates into more than twice as many people

on site, and more than twice as many cars as most lots are designed to hold.

In California's booming Silicon Valley, "you're literally getting guys into 60 or 70 square feet" of office space, says Patrick Moultrup, president of the Commercial Network, a nationwide group of real-estate firms. "Every one of their parking lots is busting at the seams. Sometimes when I go to see clients, it takes me 10 minutes to find a spot."

Building owners are starting to feel the heat. Already, companies looking for space are bypassing buildings that

Please Turn to Page B12, Column 1

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commercial finance companies. Headquartered
 NOVA serves midsize business with the industry's
 ct line. With \$8 billion in assets, FINOVA

licated real estate financing ranging in size from
\$50 million. The Real

also offers timeshare, hotel, golf course and

ommunity financing. Through industry

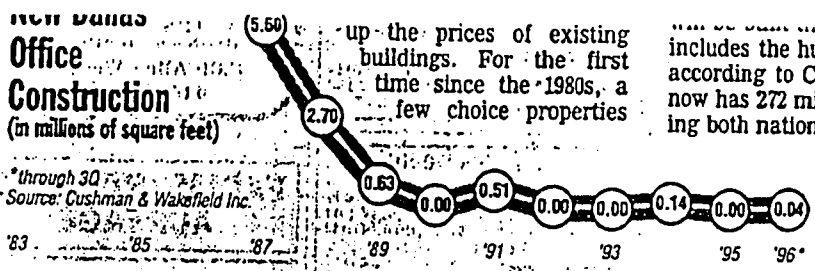
nuous innovation and long-term commitment,

ins a position in its chosen markets that is

rior growth, profitability and a

s customers that FINOVA is their preferred

ing today and tomorrow.



includes the hulking Dallas-Fort Worth International Airport, according to Cushman & Wakefield. The Dallas area, which now has 272 million square feet of industrial space, is attracting both national and regional distribution centers because of the airport, its central location in the U.S. and its good year-round weather. One such facility under construction: Federal Express Corp. is building a one-million-square-foot hub at Fort Worth's Alliance Airport.

REAL-ESTATE RATES

Industrial Rents Average annual "effective gross" rents per square foot for "class A" warehouses.

MARKET	2095	2096	MARKET	2095	2096	MARKET	2095	2096	MARKET	2095	2096
Albuquerque	\$3.74	\$4.03	Greenville-Spartanburg	3.48	3.59	Nassau-Suffolk	5.26	5.49	Raleigh-Durham	3.78	3.88
Atlanta	3.72	3.89	Hartford	4.40	4.39	New Orleans	3.58	3.50	Riverside-San Bernardino	4.20	4.39
Austin	4.75	5.34	Honolulu	8.12	7.85	New Jersey (Central)	5.39	5.37	Sacramento	3.73	3.75
Baltimore	4.11	4.32	Houston	3.76	4.02	New Jersey (Northern)	5.57	5.67	St. Louis	3.64	3.90
Boston	5.03	5.16	Indianapolis	4.01	4.20	Norfolk	4.50	4.60	San Diego	4.98	5.27
Charlotte	3.59	3.75	Jacksonville	3.52	3.69	Oakland-East Bay	4.69	4.77	San Francisco	6.17	6.49
Chicago	5.49	5.45	Kansas City	4.02	4.02	Oklahoma City	2.95	3.21	San Jose-Silicon Valley	5.28	6.11
Cincinnati	3.60	3.83	Las Vegas	4.85	5.12	Orange County	4.51	5.00	Seattle	5.18	5.54
Cleveland	4.26	4.39	Los Angeles	4.88	5.32	Orlando	4.00	4.35	Tampa-St. Petersburg	4.13	4.19
Dallas-Fort Worth	4.25	4.67	Miami	4.83	5.23	Philadelphia	4.27	4.51	Washington	5.46	5.77
Denver	4.04	4.30	Milwaukee	4.39	4.77	Phoenix	3.89	4.31	West Palm Beach	4.46	4.64
Detroit	5.14	5.28	Minneapolis-St. Paul	5.81	6.23	Pittsburgh	3.97	4.59			
Fort Lauderdale	4.72	4.98	Nashville	3.15	3.31	Portland	4.83	4.94			

Source: Koll National Real Estate Index

In the Suburbs, Job Strife Starts With Parking

Continued From Page B1

lack adequate parking. And when a building becomes difficult to rent, its value declines. Some owners recognize that old parking ratios won't cut it any more. Many of them have taken to restriping parking lots, narrowing slots to compact-car size. Others find they have no choice but to lay out hefty sums to build more parking.

A clause in Home Depot Inc.'s lease on its suburban Atlanta headquarters building holds the landlord responsible for providing sufficient parking. When spaces in the building's parking garage became scarce last year, the owner, Chicago-based Equity Office Properties, was able to squeeze more cars in the garage by offering Home Depot employees valet parking. That was just a stopgap measure un-

til it could build a new parking lot. "We spent over \$400,000 to solve this problem," says Equity Office's vice president, Mark Scully. "And it's an expense we can't pass through to the tenant. The problem with parking is you don't get income from it."

Indianapolis-based Duke Realty Investments Inc. recently added a 500-space parking deck over the lot adjoining a pair of 200,000-square-foot offices it owns in suburban Cincinnati. The \$3 million project boosted parking from 3.6 spaces to 5 spaces per 1,000 square feet of office space.

Construction of the lot was part of an ultimately successful effort to woo a new tenant. "But it's difficult, sometimes, to justify the cost [of adding deck parking] for an old building," says Duke's chief op-

erating officer, Daniel Staton.

In built-up suburban business districts, room to expand parking isn't always available. And with new office construction just beginning to pick up in some markets after a long lull, it remains to be seen whether more developers will respond to parking demand. Some towns are trying to make sure they do.

The building code in Worthington, Ohio, where AT&T is spilling out of its lot at one time required a parking space for every 300 square feet of office space. Several years ago, it bumped the ratio up to a space per 250 square feet.

"It's probably something we need to take a look at again," says Worthington's assistant city manager, Paul Feldman. "But we don't want to pave the whole town."



METRO

40 Ways to Implement the Metro 2040 Growth Concept

We could consider the following measures consistent with our primary goal of maintaining our overall quality of life- including conservation of natural areas, maintaining a healthy economy and protection of water and air quality:

REZONING

Infill

1. Revise maximum densities in critical areas to allow infill at 2040 densities - such as the city center, regional centers, town centers, transit station communities, corridors, mainstreets, employment centers.
2. Establish minimum density standards in regional centers, town centers, corridors, mainstreets, transit station communities, employment centers.
3. Amend existing zoning to allow mixed use development and providing the opportunity for a mix of residential, retail and office uses in regional centers, town centers, corridors, mainstreets, transit station communities, employment centers.
4. Alter existing commercial district zoning in corridors to allow row house densities. (Example: Perhaps a maximum of 15-18 units/net acre, a minimum of 11 units/net acre and no minimum lot size).
5. Allow attached accessory units ("add-a rental") in single family zones (Example: An add-a-rental unit would be allowed to be added to an existing single family home or built as part of a new single family house provided the structure must continue to look like a single family home. Perhaps a maximum of 1 per block would be allowed to insure that neighborhood character is not significantly changed.)
6. Identify key parcels for infill/redevelopment in centers, mainstreets and develop a strategy for redevelopment.
7. Analyze and prepare land assembly proposals. Identify partially developed land with a vacant component that can reach higher land use efficiencies if assembled with other land.

Vacant land

8. Revise maximum densities to allow development at 2040 densities. Establish minimum densities.

REGULATORY REFORMS

9. Find ways to reduce the time needed for project review and streamline the review process. (Example: have third parties audit your process and make suggestions)

10. Coordinate with other communities to increase consistency between zoning terms, provisions and process. (Example: have zoning officials from one community attend actual zoning meetings of another community)

11. Organize regulations so that conflicts between regulations of other levels of government are reduced or eliminated.

12. Identify optional zoning regulations for centers, corridors, mainstreets, station areas and employment areas which encourage 2040 Growth Concept development and relax traditional standards (setbacks or use restrictions, etc.)

REDUCING UNDERBUILD

Parking Standards

13. Rethink, revise and reduce minimum parking standards in centers, station areas and mainstreets. Establish minimum standards that reflect average demand, rather than peak demand. Allow some areas to have no minimum parking requirement, especially areas with shared parking resources. Reduce off street parking requirements in residential areas to average demand.

14. Establish maximum parking standards.

15. Allow and encourage shared parking facilities.

16. Encourage on-street parking and allow it to be counted towards the minimum parking requirement.

Density Transfer

17. Change zoning so that average density standards are used for all vacant residentially zoned lands. (Example: the zoning has no minimum lot size, rather has average number of units per acre. This will allow development to avoid wetlands, etc. while still holding to the stated density.)

18. Set average density standards a little higher than actual goal to ensure that underbuild is accounted for. (Example: Rezone vacant residential lands 20 percent higher than needed to achieve the target densities due to any reductions that may occur on any one particular parcel.)
19. Allow additional density beyond that generally allowed in the zoning district in exchange for amenities or features provided by the developer over and above those required.
20. Allow developers to offset development of isolated wetlands when other wetlands or riparian areas can be acquired or created as part of a larger connected watershed system.
21. Permit the transfer of density to offsite locations for lands located in floodplains, wetlands, steep slopes or other similar site limiting natural conditions and already zoned for urban uses.

2040 DESIGN

22. Reduce street widths for residential streets and some arterials serving mainstreets, town centers and regional centers.
23. Develop master street plans that provide many connections. (Example: look at ways to establish 8-10 through streets per mile)
24. Allow for oversize corner lots to occasionally be permitted for duplexes, consistent with the design of other homes in the neighborhood.
25. Link neighborhoods and downtowns; create a pedestrian, bicycle and transit friendly system that will provide a viable alternative to single occupancy vehicle transportation and reduce the need for parking spaces.
26. Keep neighborhoods open to bike and pedestrian connections where streets do not go through.
27. Identify ways to encourage the siting large retail centers in centers, station areas, main streets and corridors.
28. Change zoning to encourage the siting new office in centers, station areas, main streets and corridors.

INCENTIVES

29. Establish criteria for fee or system development charge reductions for development at planned densities in 2040 centers, mainstreets and station areas.

30. Establish shared parking facilities (lots or structures) in centers, mainstreets and corridors.
31. Establish a revolving fund for low interest loans for infrastructure or other development related costs.

PRIVATE SECTOR ACTIONS

(these will be developed by the Metro 2040 Means Business Committee, a committee of business leaders in the region advising Mike Burton, Metro Executive Officer)

OTHER

32. Review level-of-service policies concerning congestion on streets within centers and mainstreets. Consider lower levels of service as acceptable where high levels of transit and good pedestrian and bicycle networks are established.
33. Consider regional time-of-day road pricing, air/water and noise emission fees while commensurately reducing other taxes (such as transit payroll tax, portion of state gas tax, transportation related property taxes, etc.)
34. Identify barriers to expansion of private transit service and consider reducing or revoking them.
35. Consider shifting transit subsidies from supplier-based capital grants to user-based vouchers.
36. Determine the true-cost user fees for public services and consider transition to this method of financing.
37. Identify all vacant and redevelopable lands in the community and make this data readily available to the development community. Track any tax exempt properties withheld from the vacant or redevelopable land supply, add those back in when local knowledge allows.
38. Establish local methods to coordinate public involvement on 2040 implementation.
39. Integrate 2040 messages into city, county, special district and community newsletters.
40. Share your best ideas with your colleagues in the region - encourage them to try it.

MAPPED EMPLOYMENT AND INDUSTRIAL AREAS = 44,000 ACRES

MAPPED EMPLOYMENT AREAS= 13,145 ACRES

VACANT EMPLOYMENT AREAS = 4,600 ACRES

McCaig (current)
1100 ACRES

MCLAIN
350 ACRES



METRO

TO: Councilor McCaig
FROM: Michael Morrissey
Staff
DATE: Nov. 14, 1996
RE: Title 2, Zone B Parking Maximum, Chronology

You have asked for a chronology of parking maximums in Zone B, related to the development of the Functional Plan. The following is a brief outline of this issue.

- Jan/Feb. MTAC/MPAC/JPACT study group(s) affirm parking maximums tied to 20 minute transit service. Mayors McRobert and Drake participate in these meetings.
- Feb 14 MTAC/MPAC draft. Has A & B zone maximums. New language allowing exceptions to zone A based on transit and pedestrian considerations.
- March 26 Discussion draft. Same as above
- added after June 20 "The designation of A & B zones on the Parking Maximum Map should be reviewed every 5 years and if necessary, revised to reflect MPAC changes public transportation and in pedestrian support from adjacent neighborhoods."
- July 11 MPAC final draft. Requires Zone A&B maximums.
- August 23 Growth Management Committee final draft. Zones A & B with required maximums. Unchanged from MPAC and Executive Officer recommendations of July 11.
- October 3 McLain amendment #4, zone B maximums become recommended--not required; adopted by council. Zone B changes to Zone A, if, after 5 year review, adequate transit service exists.
- October 24 McCaig amendment #8, Zone B required, adopted by council and sent with ordinance to legal counsel for findings pending final vote.



History

Metro's
Community
Enhancement
Program

1985 - 96

Solid Waste
Department

Nov. 1996



METRO

Introduction

History of Metro's Community Enhancement Program

S u m m a r y

Introduction

The Community Enhancement Program that was started in 1985 has become an important part of Metro's solid waste services to the citizens of the region. With more than \$3.2 million spent on enhancement projects to date, this program provides an ongoing source of money to fund needed community projects. The basic premise of the program is that solid waste disposal facilities impact surrounding communities, and they therefore should be compensated for this impact. Funds are derived from facility operation and are used for enhancements or improvements in areas near the facilities. Over time the program has benefited thousands of people and organizations.

The enhancement program began first at St. Johns Landfill, when in 1985 then Representative Mike Burton sponsored SB-662. This bill would set aside \$.50 per ton of waste disposed, dedicated to improvement projects that would benefit the area surrounding the landfill. The fund eventually grew to over \$2 million by the time the landfill closed in 1991, and the law was amended by subsequent state legislative assemblies to include other disposal sites throughout the state. Metro now funds four¹ such enhancement programs in the region that include Metro South, Forest Grove, and Metro Central transfer stations, as well as North Portland (St. Johns Landfill) Enhancement Program.

Enabling Community Decisions

Community Enhancement is a real *ambassador* program. For many citizens, it is the only direct contact they have with Metro, and it places Metro in a very positive light to help communities reach important goals by providing funds for needed projects. Tangible benefit is the keystone, however, the design of the program also makes it highly popular. The Community Enhancement Program is one of the things that Metro does that enables citizens to make their own decisions.

The Community Enhancement Program is one of the things that Metro does that enables citizens to make their own decisions.

¹ Between 1991 and 1992, the Composter Enhancement Program increased this number to five. Closure of the MSW composter after only one year of operation meant discontinuation of this program. Approximately \$65,000 in community enhancement projects was funded during that time.

The two Metro programs are comprised of citizen committees whose members are community residents and are chaired by the Metro Councilor representing District 5. The Metro South committee is comprised of both city councilors and citizens of Oregon City and the Metro Councilor representing District 2. The Forest Grove committee is comprised of the city council; annual reports are submitted to the Metro Councilor representing District 4. In each case, the committees solicit, sometimes originate, and ultimately select the projects that are funded.

Staff who administer the two Metro programs provide contract oversight from start up through project completion, dispersal of payments to vendors, advertising, staffing committee meetings, ensuring needed resources are available, and contacts with media and the public. The Forest Grove and Oregon City programs respectively are administered by their own staff.

Needed and Valued Projects

The \$3.2 million expended on the program to date has paid for a wide variety of improvements and services to many, many people in the region. Projects range from street trees to child care center development, land acquisitions, graffiti clean ups, foot clinics for senior citizens, literacy training, playground equipment, community gardens, residential and business area improvements, citizen foot patrols and the like. Over 270 projects have been undertaken since the program began with about 90% completed on time and on budget. Occasionally grants have been increased, and some projects have continued from year to year; only a few grants have been canceled and the money returned.

A significant factor common to all the programs is that projects were important to the community that selected them. Virtually none of these projects would have been undertaken without this funding. Because of the Community Enhancement program, resources were available to under funded groups to do needed work. Most of the seed money is what empowers the projects to go forward.

While it is difficult and probably a matter of perspective anyway to view one project as any more successful than another, in North Portland where over \$1 million has been spent, certainly two projects stand out as having very broad benefit:

Home Loan Program

With a recoverable \$200,000 grant, the North Portland Enhancement Committee (NPEC) has leveraged \$1 million to establish a first time home down payment assistance program that will permit lower income families to become home owners.

Over 270 projects have been undertaken since the program began with about 90% completed on time and on budget.

Because of the Community Enhancement program, resources were available to under funded groups to do needed work.

This is very important because a large percentage of the housing stock in north Portland is not owner occupied. Houses with a value of up to \$65,000 are eligible for home purchase. Partners in the program include the Portland Realtors Association, a consortium of five banks and lending institutions, the City of Portland, and the NPEC.

When initially allocated, this money will begin the greater stability that long-term residents are known to provide. Businesses, schools, institutions, and neighborhoods are the beneficiaries of this program that was only a proposal a little more than a year ago. It came about as an expansion of a smaller program funded for two years by the NPEC to help first time home owners with money to cover a portion of closing costs. A \$1 million down payment assistance fund is set up as a revolving fund that as loans are repaid will provide a continuing source of money to families who could not otherwise afford to buy a home. This fund applies not only to the geographic area of north Portland, but areas of northeast and southeast Portland as well.

The impact of the funds is spread by matching grants and combined resources of local partners.

Christmas in April * Portland

The committee participated in this program for four years, contributing a total of \$73,000. Christmas in April selects homes in serious need of repair where senior and disabled owners cannot make repairs themselves. The money has leveraged an estimated \$3 million in materials and labor to improve properties with exterior painting, foundation repairs, roof replacements, plumbing and electrical upgrades and the like. Students from the University of Portland, trade unions, professional builders, building suppliers, and other volunteers have all participated in the program, greatly enhancing neighborhoods suffering from blighted and neglected appearing properties. In turn, this has increased the value of all home owners' investments. This model will be used now for Christmas In April programs in Milwaukie, Washington County, and soon to Oregon City. The Forest Grove Enhancement Program has already contributed funds to the Washington County chapter.

Close Involvement with Citizens

The Forest Grove City Council serves as the enhancement committee. For the Metro and Oregon City committees, membership is comprised of both citizens and elected officials. Meetings are held regularly throughout the year and are open to the public. Enhancement Committee membership is conducted as a public solicitation process through contacts with local government, neighborhood and community organizations, and local newspapers. For the two Metro committees, neighborhood associations are specifically designated to nominate members from their own ranks. Metro helps with this process by

Metro staff work closely with neighborhood coalitions and local newspapers to recruit committee members and solicit proposals.

placing local newspaper advertisements and by assisting the neighborhood coalitions. Nominations for committees are presented by the Executive Officer as appointments for Metro Council confirmation.

We have taken Metro into people's homes. The committee members are truly reflective of the communities they represent. Business owners, teachers, homemakers, bankers, environmental advocates, realtors, child care providers, attorneys, and many other professions and social perspectives are represented on the committees. Members' responsibilities include attending meetings, soliciting and evaluating proposals for funding, participating in committee activities, and perhaps most importantly, providing their communities with information about the program and inviting community needs. It has worked successfully because it is the community itself that sets the agenda and promotes the community priorities.

Regular contact with the community occurs through public notice of meetings, maintenance of comprehensive mailing lists, distribution of program brochures and applications to hundreds of contacts, scheduling workshops to provide training assistance to grant applicants, monitoring and assisting projects if needed, and then working with neighborhood newspapers to publicize the results. Metro staff cultivate a close relationship with the neighborhood associations to help tie community resources into projects that are funded, and make periodic contact with staff to Oregon City and Forest Grove. A few examples of this "networking" include providing recycled latex paint from the household hazardous waste facilities for graffiti paint-outs, Christmas In April, and business center improvement projects; connecting union apprenticeship programs with neighborhood associations to construct community gardens; working with local lending institutions to expand home loan programs; assisting the Linnton Community Center with recycled cleaning supplies and latex paint from the H2W facility; and providing contour and street system maps for neighborhood associations, enhancement projects, and others. These maps are of high quality and are a particularly valuable commodity to organizations with few resources who are not even aware that Metro has this capability.

Outreach

This program has led to others like it in the North Portland community at such facilities as the Columbia Treatment Plant and Portland International Raceway. Information requests periodically come from around the country, and the enhancement program has served as a model in more than one community. Siting and expansion of solid waste facilities has been made easier by this program, since neighbors now feel that they will receive some compensation for the impact that comes with such facilities.

The committee members are truly reflective of the communities they represent...and they promote the community priorities.

Siting and expansion of solid waste facilities has been made easier by this program.

There are several thousand people and organizations who are aware of this program in the areas that are benefited. However, despite the length of time the program has been around -- almost a decade now -- and the significant \$3.2 million that has been spent, there are still literally thousands who can and do benefit from it who don't know of its existence. This undoubtedly includes a large portion of the region's media. Apparently we have not talked about the enhancement program enough, and there are too many who don't know about it and all the good that has been done. This is not to say that the program has been any secret. But much needs to be and can be done to focus public awareness on this very positive benefit-of Metro's solid waste services.

The work program for next year and for the future will focus on outreach. Community Enhancement has been taken from inception to a program with a very successful track record. A good place to begin public awareness is with Metro staff, who have a great deal of citizen contact. Scheduling presentations at staff meetings, we hope to ensure that our own personnel know about this program and how it works, and to access organizations they know of who may be eligible for the program.

While many organizations are on the mailing lists, there are many which have not been contacted. With existing Metro resources, we'll compile leadership lists, make contacts, schedule presentations, and distribute the information over a broader base.

To maximize the efforts of a small staff, we will target meetings held for other purposes to get the message out. This will include presentations to area PTA's, service organizations such as Lions and Kiwanis Clubs, youth organizations such as Scouts and Campfire, neighborhood association meetings in concert with committee members, etc. Information will be distributed to the public that explains who is eligible and how to apply.

Metro's elected officials constitute an important resource for all Metro programs since they are frequently asked to speak before groups. The interest and natural access that our elected officials represent is one that should be beneficial to the Community Enhancement Program. While only three Council Districts host disposal facilities, all of the region benefits from this program either directly, through networking resources, or by the reputation the program has already earned. We invite our elected officials to help expand awareness of this program. Information packets will be assembled and tailored to the audience.

Staff contacts: Katie Dowdall, Program Coordinator, 797-1648
Judith Mandt, Administrative Manager, 797-1649

JM:jc
document/execsum2.sam

In order to get the message out, the work program will focus on citizen contact and meetings held for other purposes.

Metro's elected officials constitute an important resource for all Metro programs since they are frequently asked to speak before groups.

Rehabilitation and Enhancement Fund

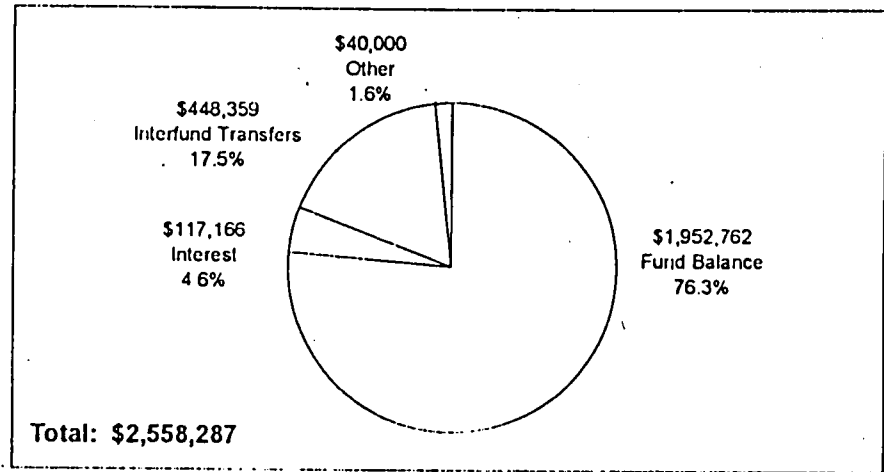
The Rehabilitation and Enhancement Fund was established to comply with Senate Bill 662, enacted by the Oregon Legislature in 1985. The Rehabilitation and Enhancement Fund accounts for fees collected (50 cents per ton of material disposed) at the Metro Central Station, Metro South Station and the Forest Grove transfer station. The St. Johns Landfill was closed to commercial haulers in October 1991. Rehabilitation and enhancement fees are no longer collected at this facility. The funds are used for community enhancement projects in the vicinity of each solid waste facility, including committee staffing, promotion and administration of the program.

North Portland Community Enhancement Program – This program will assist the North Portland Community Enhancement Committee in selecting and funding projects to rehabilitate and enhance areas of North Portland surrounding the St. Johns Landfill. Future revenue for this program will come from interest on the fund balance for this account.

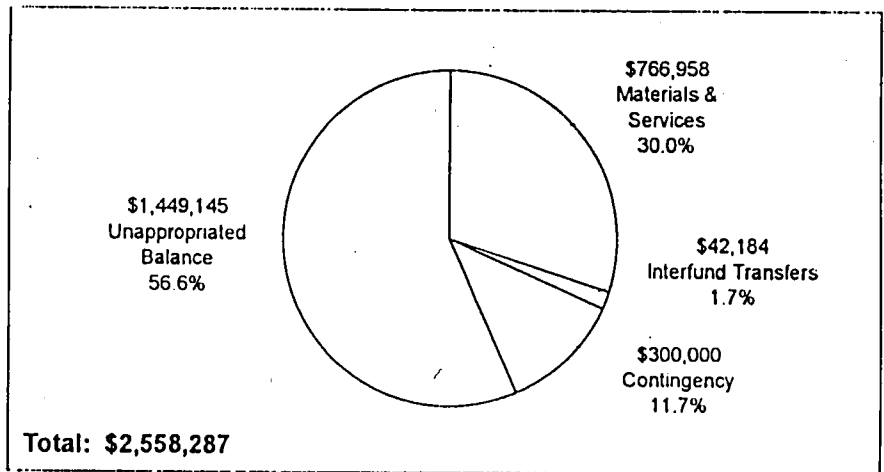
Oregon City Community Enhancement Program – This program accounts for funds collected from enhancement fees at Metro South Station in Oregon City. The funds are paid to Oregon City on a quarterly basis and used for community enhancement projects in the area.

Metro Central Community Enhancement – This program funds community enhancement projects that rehabilitate and enhance areas in the vicinity of Metro Central Station, as recommended by a seven-member citizens committee.

Forest Grove Community Enhancement Committee – This program accounts for funds collected at a privately owned reload facility in Forest Grove. The money is paid to Forest Grove on a quarterly basis and used for community enhancement projects in the city.

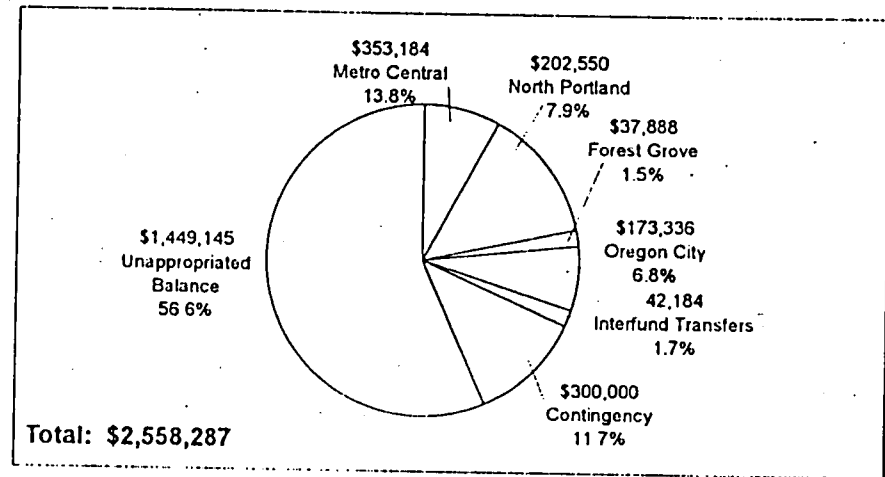


Rehabilitation and Enhancement Fund resources



Rehabilitation and Enhancement Fund expenditures

Rehabilitation and Enhancement Fund



Rehabilitation and Enhancement Fund expenditures by account

Enrolled
Senate Bill 662

Sponsored by COMMITTEE ON GOVERNMENT OPERATIONS AND ELECTIONS (at the request of Representative Mike Burton)

CHAPTER _____ 679 _____

AN ACT

Relating to solid waste disposal; appropriating money; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Sections 2 to 9 of this Act are added to and made a part of ORS 459.005 to 459.285.

SECTION 2. (1) The Legislative Assembly finds that the siting and establishment of a disposal site for the disposal of solid waste within or for Clackamas, Multnomah and Washington Counties is necessary to protect the health, safety and welfare of the residents of those counties.

(2) It is the intent of the Legislative Assembly that the Environmental Quality Commission and Department of Environmental Quality, in locating and establishing a disposal site within Clackamas, Multnomah and Washington Counties give due consideration to:

(a) Except as provided in subsections (3) and (4) of section 5 of this 1985 Act, the state-wide planning goals adopted under ORS 197.005 to 197.430 and the acknowledged comprehensive plans and land use regulations of affected counties.

(b) Information received during consultation with local governments.

(c) Information received from public comment and hearings.

(d) Any other factors the commission or department considers relevant.

SECTION 3. (1) The Department of Environmental Quality shall conduct a study, including a survey of possible and appropriate sites, to determine the preferred and appropriate disposal sites for disposal of solid waste within or for Clackamas, Multnomah and Washington Counties.

(2) The study required under this section shall be completed not later than July 1, 1986. Upon completion of the study, the department shall recommend to the commission preferred locations for disposal sites within or for Clackamas, Multnomah and Washington Counties. The department may recommend a location for a disposal site that is outside those three counties, but only if the city or county that has jurisdiction over the site approves the site and the method of solid waste disposal recommended for the site. The recommendation of preferred locations for disposal sites under this subsection shall be made not later than January 1, 1987.

SECTION 4. (1) Subject to subsections (3) and (4) of section 5 of this 1985 Act, the Environmental Quality Commission may locate and order the establishment of a disposal site under this 1985 Act in any area, including an area of forest land designated for protection under the state-wide planning goals, in which the commission finds that the following conditions exist:

(a) The disposal site will comply with applicable state statutes, rules of the commission and applicable federal regulations;

(b) The size of the disposal site is sufficiently large to allow buffering for mitigation of any adverse effects by natural or artificial barriers;

(c) Projected traffic will not significantly contribute to dangerous intersections or traffic congestion, considering road design capacities, existing and projected traffic counts, speed limits and number of turning points;

(d) Facilities necessary to serve the disposal site can be available or planned for the area; and

(e) The proposed disposal site is designed and operated to the extent practicable so as to mitigate conflicts with surrounding uses. Such conflicts with surrounding uses may include, but are not limited to:

(A) Visual appearance, including lighting and surrounding property.

(B) Site screening.

(C) Odors.

(D) Safety and security risks.

(E) Noise levels.

(F) Dust and other air pollution.

(G) Bird and vector problems.

(H) Damage to fish and wildlife habitats.

(2) When appropriate, the conditions listed in this section may be satisfied by a written agreement between the Department of Environmental Quality and the appropriate government agency under which the agency agrees to provide facilities as necessary to prevent impermissible conflict with surrounding uses. If such an agreement is relied on to satisfy any approval criteria, a condition shall be imposed to guarantee the performance of the actions specified.

SECTION 5. (1) The commission, not later than July 1, 1987, shall issue an order directing the Department of Environmental Quality to establish a disposal site under this 1985 Act within Clackamas, Multnomah or Washington County or, subject to subsection (2) of section 3 of this 1985 Act, within another county.

(2) In selecting a disposal site under this section, the commission shall review the study conducted under section 3 of this 1985 Act and the locations for disposal sites recommended by the department under section 3 of this 1985 Act.

(3)(a) When findings are issued by the department under subsection (4) of this section, the commission in selecting a disposal site under this 1985 Act must comply with the state-wide planning goals adopted under ORS 197.005 to 197.430 and with the acknowledged comprehensive plan and land use regulations of the local government unit with jurisdiction over the area in which the disposal site is located.

(b) However, when findings are not issued under subsection (4) of this section, the standards established by section 4 of this 1985 Act take precedence over provisions in the comprehensive plan or land use regulations of the affected local government unit, and the commission may select a disposal site in accordance with those standards instead of, and without regard to, any provisions for locating and establishing disposal sites that are contained in the comprehensive plan or land use regulations of the affected local government unit. Any provision in a comprehensive plan or land use regulation that prevents the location and establishment of a disposal site that can be located and established under the standards set forth in section 4 of this 1985 Act shall not apply to the selection of a disposal site under this 1985 Act.

(4) The department, not later than July 1, 1986, may determine whether the acknowledged comprehensive plans and land use regulations of the counties in which possible disposal sites being considered by the department are situated contain standards for determining the location of land disposal sites that are identical to or consistent with the standards specified in section 4 of this 1985 Act. If the standards contained in the comprehensive plan and land use regulations of a county are identical to or consistent with the standards specified in section 4 of this 1985 Act, the department may issue written findings to that effect and shall submit the findings to the commission.

(5) When selecting a disposal site under this 1985 Act, the commission may attach limitations or conditions to the development, operation or maintenance of the disposal site, including but not limited to, setbacks, screening and landscaping, off-street parking and loading, access, performance bonds, noise or illumination controls, structure height and location limits, construction standards and periods of operation.

(6) If the Environmental Quality Commission directs the Department of Environmental Quality to establish or complete the establishment of a disposal site under this section, the department shall establish the site subject only to the approval of the commission. Notwithstanding any other provision of this 1985 Act or any city, county or other local government charter or ordinance to the contrary, the Department of Environmental Quality may establish a disposal site under this section without obtaining any license, permit, franchise or other form of approval from a local government unit.

(7) The department shall identify conflicts with surrounding uses for any disposal site established under this 1985 Act and, to the extent practicable, shall mitigate or require the operator of the site to mitigate those conflicts.

SECTION 6. (1) Notwithstanding ORS 183.400, 183.482, 183.484 and 197.825, exclusive jurisdiction for review of any decision made by the Environmental Quality Commission under this 1985 Act relating to the establishment or siting of a disposal site, any order to the Department of Environmental Quality to establish or complete such a site or any findings made by the department under section 5 of this 1985 Act is conferred upon the Supreme Court.

(2) Proceedings for review shall be instituted when any person adversely affected or aggrieved by the order of the commission files a petition with the Supreme Court. The petition shall be filed within 30 days following the date on which the order upon which the petition is based is served. The petition shall state the nature of the order or decision the petitioner desires reviewed and shall, by supporting affidavit, state the facts showing how the petitioner is adversely affected or aggrieved. Copies of the petition shall be served by registered or certified mail upon the commission. Within 30 days after service of the petition, the commission shall transmit to the Supreme Court the original or a certified copy of the entire record of the proceeding under review. Review under this section shall be confined to the record, and the court shall not substitute its judgment for that of the commission as to any issue of fact or agency discretion. Upon review, the Supreme Court may affirm, reverse or remand the order of the commission if the court finds that the order is not supported by substantial evidence in the record or is unconstitutional. Proceedings for review under this section shall be given priority over all other matters before the Supreme Court.

(3) Notwithstanding ORS 197.850, jurisdiction for judicial review of a final order of the Land Use Board of Appeals issued in any proceeding arising under this 1985 Act is conferred upon the Supreme Court. The procedure for judicial review of a final order under this subsection shall be as provided in subsection (2) of this section.

SECTION 7. (1) Subject to policy direction by the commission in carrying out sections 3 and 5 of this 1985 Act, the department may:

- (a) By mutual agreement, return all or part of the responsibility for development of the site to a local government unit, or contract with a local government unit to establish the site.
 - (b) To the extent necessary, acquire by purchase, gift, grant or exercise of the power of eminent domain, real and personal property or any interest therein, including the property of public corporations or local government.
 - (c) Lease and dispose of real or personal property.
 - (d) At reasonable times and after reasonable notice, enter upon land to perform necessary surveys or tests.
 - (e) Acquire, modify, expand or build landfill or resource recovery site facilities.
 - (f) Subject to any limitations in ORS 468.195 to 468.260, use money from the Pollution Control Fund created in ORS 468.215 for the purposes of carrying out section 5 of this 1985 Act.
 - (g) Enter into contracts or other agreements with any local government unit or private person for the purposes stated in ORS 459.065 (1).
 - (h) Accept gifts, donations or contributions from any source to carry out the provisions of sections 3 and 5 of this 1985 Act.
 - (i) Establish a system of fees or user charges to reimburse the department for costs incurred under this 1985 Act and to allow repayment of moneys borrowed from the Pollution Control Fund.
- (2) The metropolitan service district shall have the responsibility for the operation of the disposal sites established under this 1985 Act.

SECTION 8. (1) The metropolitan service district organized under ORS chapter 268 shall prepare a solid waste reduction program. Such program shall provide for:

- (a) A commitment by the district to substantially reduce the volume of solid waste that would otherwise be disposed of in land disposal sites through techniques including, but not limited to, rate structures, source reduction, recycling, reuse and resource recovery;
- (b) A timetable for implementing each portion of the solid waste reduction program;
- (c) Energy efficient, cost-effective approaches for solid waste reduction that are legally, technically and economically feasible and that carry out the public policy described in ORS 459.015 (2); and
- (d) Procedures commensurate with the type and volume of solid waste generated within the district.

(2) Not later than January 1, 1986, the metropolitan service district shall submit its solid waste reduction program to the Environmental Quality Commission for review and approval. The commission shall approve the program if the commission finds that:

(a) The proposed program presents effective and appropriate methods for reducing dependence on land disposal sites for disposal of solid wastes;

(b) The proposed program will substantially reduce the amount of solid waste that must be disposed of in land disposal sites;

(c) At least a part of the proposed program can be implemented immediately; and

(d) The proposed program is legally, technically and economically feasible under current conditions.

(3) After review of the solid waste reduction program, if the commission does not approve the program as submitted, the commission shall allow the metropolitan service district not more than 90 days in which to modify the program to meet the commission's objections.

(4) Notwithstanding ORS 268.310 (2) and 268.317, if the commission does not approve the solid waste reduction program submitted by the metropolitan service district after any period allowed for modification under subsection (3) of this section, all the duties, functions and powers of the metropolitan service district relating to solid waste disposal are imposed upon, transferred to and vested in the Department of Environmental Quality and no part of such duties, functions and powers shall remain in the metropolitan service district. The transfer of duties, functions and powers to the department under this section shall take effect on July 1, 1986. Notwithstanding such transfer of duties, functions and powers, the lawfully adopted ordinances and other rules of the district in effect on July 1, 1986, shall continue in effect until lawfully superseded or repealed by rules of the commission.

(5) If the solid waste reduction program is approved by the commission, a copy of the program shall be submitted to the Sixty-fourth Legislative Assembly not later than February 1, 1987.

SECTION 9. (1) The metropolitan service district shall apportion an amount of the service or user charges collected for solid waste disposal at each general purpose landfill within or for the district and dedicate and use the moneys obtained for rehabilitation and enhancement of the area in and around the landfill from which the fees have been collected. That portion of the service and user charges set aside by the district for the purposes of this subsection shall be 50 cents for each ton of solid waste.

(2) The metropolitan service district, commencing on the effective date of this 1985 Act, shall apportion an amount of the service or user charges collected for solid waste disposal and shall transfer the moneys obtained to the Department of Environmental Quality. That portion of the service and user charges set aside by the district for the purposes of this subsection shall be \$1 for each ton of solid waste. Moneys transferred to the department under this section shall be paid into the Land Disposal Mitigation Account in the General Fund of the State Treasury, which is hereby established. All moneys in the account are continuously appropriated to the department and shall be used for carrying out the department's functions and duties under this 1985 Act. The department shall keep a record of all moneys deposited in the account. The record shall indicate by cumulative accounts the source from which the moneys are derived and the individual activity or program against which each withdrawal is charged. Apportionment of moneys under this subsection shall cease when the department is reimbursed for all costs incurred by it under this 1985 Act.

(3) The metropolitan service district shall adjust the amount of the service and user charges collected by the district for solid waste disposal to reflect the loss of those duties and functions relating to solid waste disposal that are transferred to the commission and department under this 1985 Act. Moneys no longer necessary for such duties and functions shall be expended to implement the solid waste reduction program submitted under section 8 of this 1985 Act. The metropolitan service district shall submit a statement of proposed adjustments and changes in expenditures under this subsection to the department for review.

SECTION 10. ORS 459.049 does not apply to a disposal site established under this Act other than for the purposes of ORS 215.213 (1)(i).

SECTION 11. This Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this Act takes effect on its passage.

Passed by Senate June 3, 1985

Repassed by Senate June 18, 1985

Marilyn Cadmus
.....
Secretary of Senate

John J. ...
.....
President of Senate

Received by Governor:

..... 11:05 A.M. July 11, 1985

Approved: 8:59 A.M. 7-13 1985

Victor ...
.....
Governor

Passed by House June 17, 1985

Vera Katz
.....
Speaker of House

Filed in Office of Secretary of State:

..... 9:30 A.M. 7-15 1985

Edwin ...
.....
Deputy Secretary of State

Metro
North Portland
Enhancement
Fund

NORTH PORTLAND ENHANCEMENT COMMITTEE

Legislation

Created by Resolution No. 86-682

Committee Membership

Metro Councilor Ed Washington, District 5, Chair
Six-member committee appointed for a four-year term. All members must reside within the enhancement boundary.

Three members nominated by Metro*

Three members nominated by City of Portland designee

- ◆ Laurel Butman
- ◆ Marsha Everett
- ◆ John Hilton*
- ◆ Jim Michels*
- ◆ Jana Ripley
- ◆ Larry Scruggs*
- ◆ Staff: Katie Dowdall

Funding Cycle

July through June

Funding dollars determined from interest earned on principal. Currently there is \$1,880,000 in the North Portland Rehabilitation and Enhancement principal account. A \$200,000 refundable grant will be repaid to principal in the year 2000, bringing the balance back up to \$2,000,000.

Statistics

The committee is in its tenth year of funding. To date the committee has funded 165 grants for a total dollar amount of \$1,161,364. Additionally, most of the grants were augmented by matching funds in the form of either cash, material or labor; making the actual grant impact greater and creating real change and enrichment in the community.

Meeting Schedule

Four regular committee meetings are held each year

One Grant writing workshop for the proposers

Up to three committee meetings are held for proposal selection

Grants are due in May

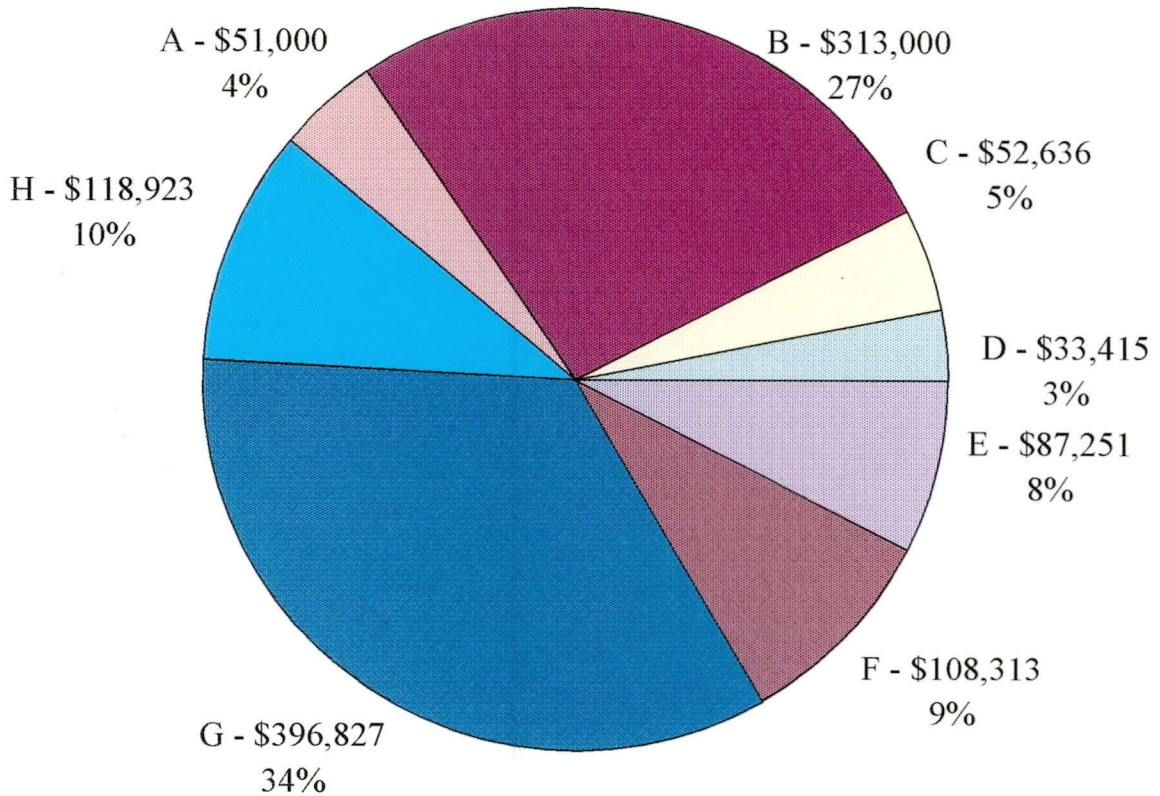
Final decisions are made by July 1

Grant dollars are available after July

All meetings are open to the public

 Printed on Recycled Paper, 30 % Post-Consumer Content, Please Recycle!

FIGURE 1
METRO NORTH PORTLAND ENHANCEMENT COMMITTEE
Funding 1987-1996
165 Grants for a Total Dollar Amount of \$1,161,364

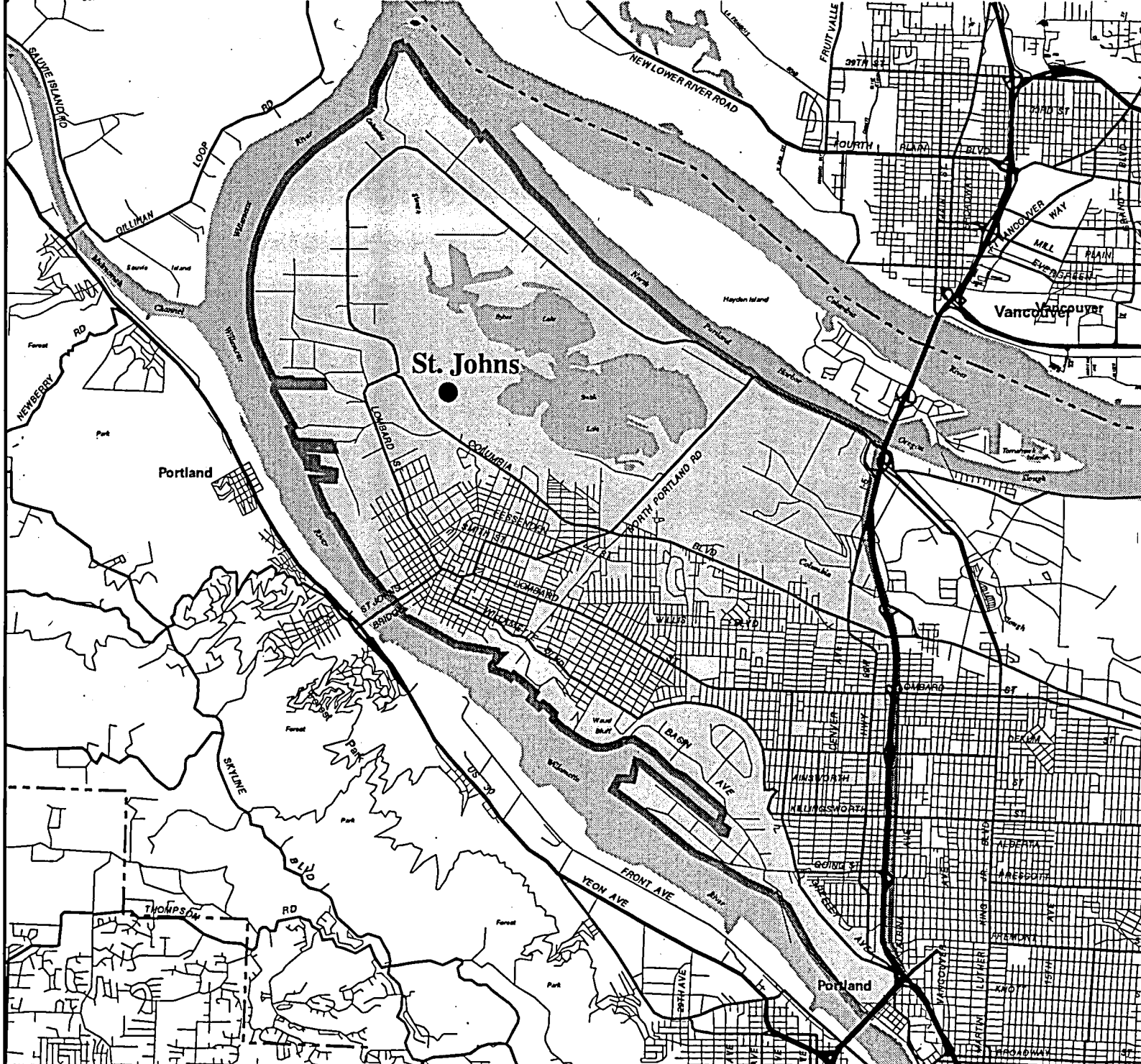


Distribution of Funds by Criteria

- A. Increase employment and economic opportunities
- B. Rehabilitate and upgrade residential housing
- C. Preserve wildlife, marine and recreational areas
- D. Improve Public safety
- E. Enhance neighborhood appearance and cleanliness
- F. Improve viability of commercial areas and enhance the small business environment
- G. Assist non-profit corporations providing public service and social programs
- H. Training and employment programs that benefit youth and elderly

Enhancement District

North Portland



METRO

600 NORTHEAST GRAND AVENUE
PORTLAND, OREGON 97232 2736
TEL 503 797 1742
FAX 503 797 1909
Internet drc@metrodst.or.us

**Metro Central
Enhancement
Fund**

METRO CENTRAL ENHANCEMENT COMMITTEE

Legislation

Established by Ordinance No. 91-437
Amending Chapter 5.06 of Metro Code

Committee Membership

Metro Councilor Ed Washington, District 5, Chair
Six citizen members, appointed for a two-year term
No reappointments after initial staggered term

Five citizens represent the five neighborhood associations located within the enhancement boundary; one citizen represents the environmental community at large

- ◆ Claire Stock, Forest Park Neighborhood Association
- ◆ Frank Bird, Northwest District Neighborhood Association
- ◆ Clarice White, Friends of Cathedral Park Neighborhood Association
- ◆ Seth Tane, Linnton Neighborhood Association
- ◆ Bill Peters, Northwest Industrial Neighborhood Association
- ◆ Josephine Pope, Environmental Representative
- ◆ Staff: Katie Dowdall

Funding Cycle

January through December
Funding dollars determined from previous year's tonnage and any carryover money.
Anticipated yearly tonnage for Metro Central is approximately 360,000 tons making \$180,000 available annually for projects

Statistics

The committee completed its fourth year of funding and has awarded 51 grant proposals for \$786,091

Meeting Schedule

Three regular committee meetings are held each year
One Grant writing workshop for the proposers
Up to three committee meetings are held for proposal selection
Grants are due in December
Final decisions are made by January
Grant dollars are available after January 1

All meetings are open to the public

Split hat: Members of the Metro Central Enhancement Committee also serve as the Metro Central Mitigation Committee, which meets twice a year.



METRO CENTRAL STATION COMMUNITY ENHANCEMENT COMMITTEE

CHARGE

The Council of the Metropolitan Service District adopted Ordinance No. 91-437 creating the Metro Central Station Community Enhancement Program and Committee for the Metro Central Station Facility. The Metro Central Station Community Enhancement Committee has been charged to administer the Metro Central Station Community Enhancement Program.

STATEMENT OF COMMITTEE CHARGE

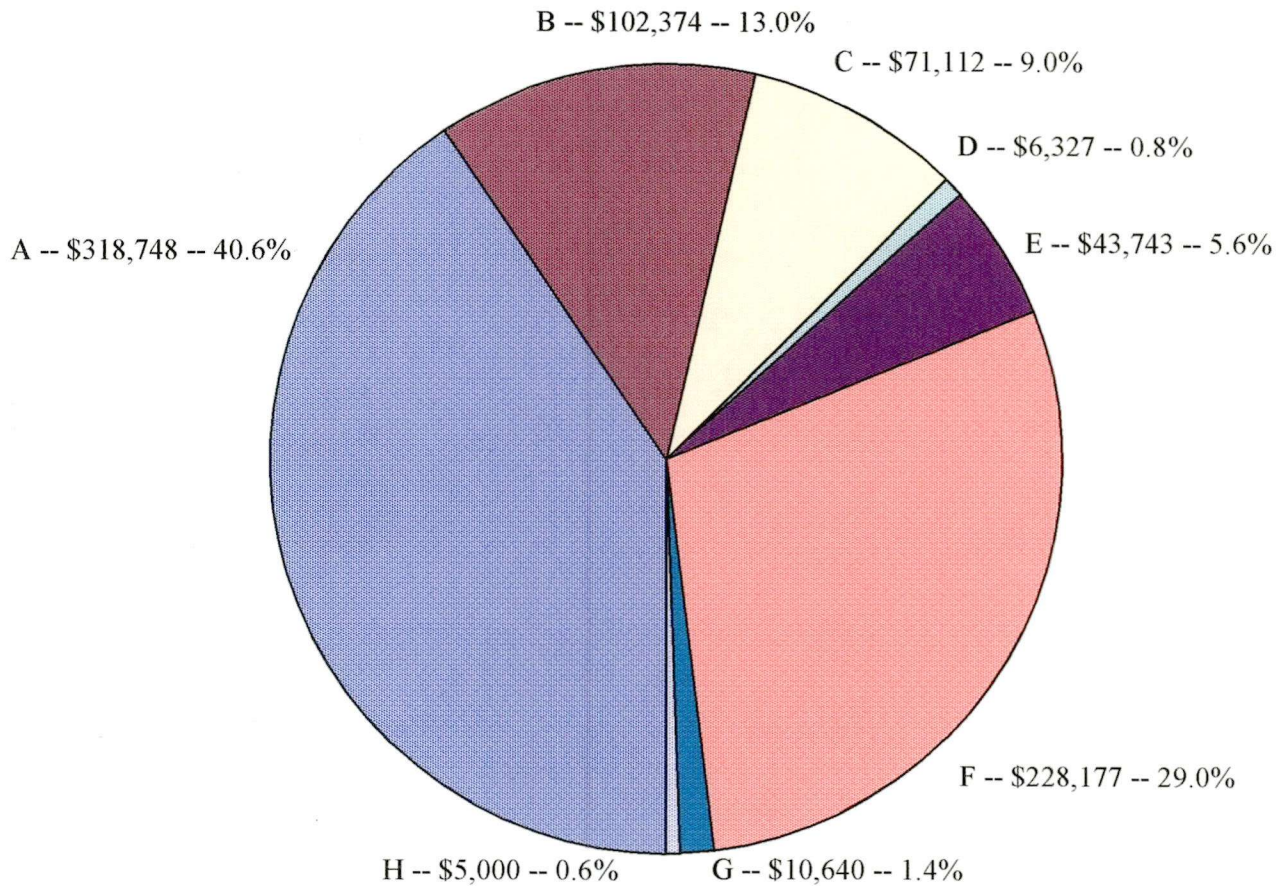
- * Shall schedule and conduct regular meetings.
- * Develop and submit an annual budget for the Metro Central Station Community Enhancement Fund for approval by Metro.
- * Publish and promote enhancement programs through neighborhoods, organizations and associations, and the businesses of the area.
- * Solicit proposals or projects to be funded annually from the Metro Central Station Community Enhancement Fund using criteria established by Metro Code.
- * Submit annual report to the Executive Officer and the Council on all projects approved and the amount of funds expended on each project.
- * Evaluate performance of funded projects and prepare an annual report for distribution.
- * Solicit public review and comment pertinent to enhancement programs.

FIGURE 1

METRO CENTRAL ENHANCEMENT COMMITTEE

Funding 1993-1996

51 Grants for a Total Dollar Amount of \$786,091

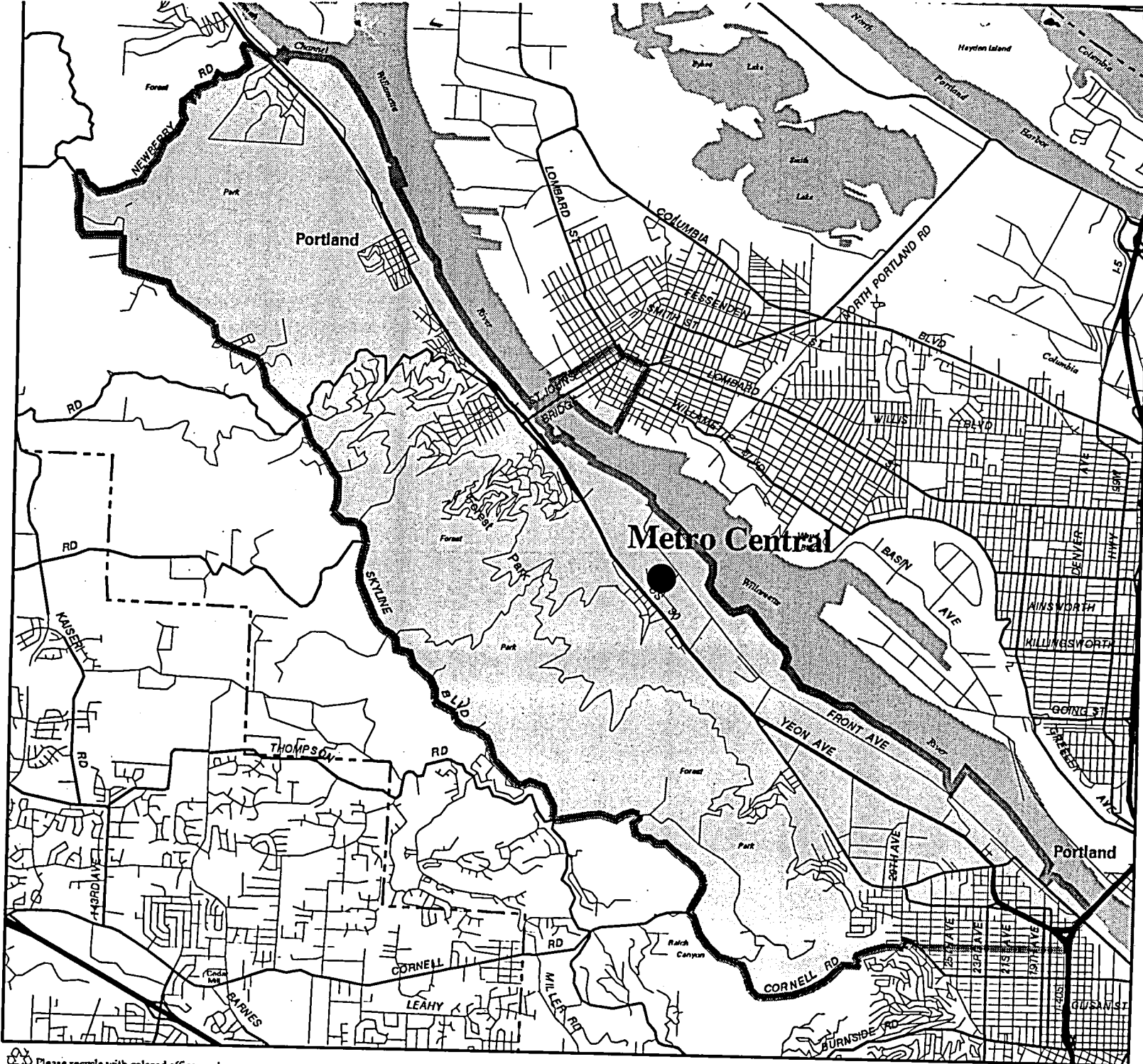


- A. Result in rehabilitation, upgrading or direct increase in the real and or personal property owned or operated by a nonprofit organization having 501 (c) (3) status under the Internal Revenue Code.
- B. Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas, and improve public awareness and the opportunities to enjoy them.
- C. Result in improvement to, or increase in recreational areas and programs within the boundaries.
- D. Result in improvement in the safety of the area.
- E. Result in an improvement of the appearance or cleanliness or environmental quality of the area neighborhood within the boundaries:
- F. Result in projects/programs that are located within the boundaries that benefit youth and seniors within the boundaries.
- G. Result in projects/programs that are located within the boundaries that benefit low-income persons within the boundaries.
- H. Result in projects/programs that are located within the boundaries that increase recycling opportunities within the project boundaries.

*NOTE: Although no one grant specifically addresses criteria "g", to benefit low-income persons, capital grant money was awarded to Friendly House, Inc. and Linnton Community Center. Capital funding allowed these organizations to free up money to provide needed services to low-income persons, youth and seniors residing within the enhancement boundary.

Enhancement District

Metro Central



METRO

600 NORTHEAST GRAND AVENUE
 PORTLAND, OREGON 97232 2736
 TEL 503 797 1742
 FAX 503 797 1909
 Internet drc@metrodet.or.us

Please recycle with colored office grade paper

Metro South
Enhancement
Fund

METRO SOUTH ENHANCEMENT COMMITTEE

Legislation

Established by Resolution No. 88-938 and Resolution No. 90-1355

Committee Membership

Seven citizen members, other than the Metro Councilor, are appointed for a one-year term

Members may serve unlimited number of terms

- ◆ Metro Councilor Don Morissette, District 2
- ◆ CC Baxter, Park Place Neighborhood Association
- ◆ Tim Hammond-Williams, Park Place Neighborhood Association
- ◆ Deloris Goli, Park Place Neighborhood Association
- ◆ Paulette Merrill, member of the Oregon City Planning Commission, Chair
- ◆ Tim Powell, member of the Oregon City Commission
- ◆ Don Vedder, member at large
- ◆ Staff: Brian Cosgrove

Funding Cycle

Funding cycle is ongoing

Funding dollars determined from the previous year's tonnage and any unexpended funds carried over from the prior year. Estimated tonnage for Metro South for 1997 is 324,955 tons generating some \$162,478 in the Enhancement Fund. The agreement with Oregon City calls for a percentage of the funds to be used as a property tax offset. The assessed value of the property is evaluated annually and this amount is dedicated and transferred to the City General Fund for discretionary use. In 1997, \$114,478 is designated for enhancement and \$48,000 as the property tax offset.

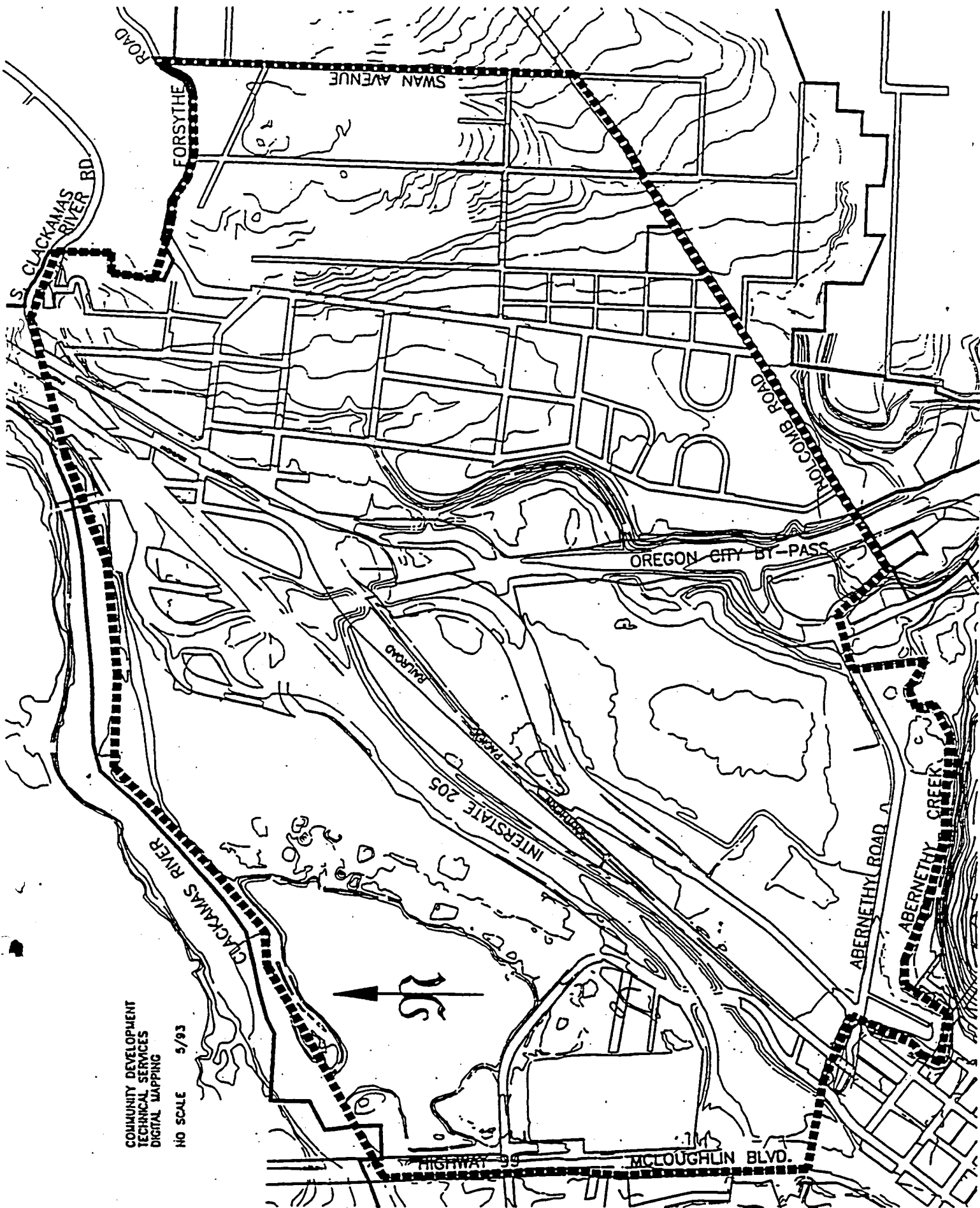
Meeting Schedule

The committee meets the first Thursday of the month at 5:15 p.m. at City Hall unless otherwise scheduled.

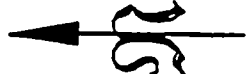
All meetings are open to the public



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COMMUNITY DEVELOPMENT
TECHNICAL SERVICES
DIGITAL MAPPING
NO SCALE 5/93



ROAD

SWAN AVENUE

FORSYTHE

S. CLACKAMAS RIVER RD

COLCUMB ROAD

OREGON CITY BY-PASS

BLK ROAD

INTERSTATE 205

CLACKAMAS RIVER

ABERNETHY ROAD

ABERNETHY CREEK

HIGHWAY 99

MCCLOUGHLIN BLVD.

Forest Grove
Enhancement
Fund

FOREST GROVE ENHANCEMENT COMMITTEE

Legislation

Established by Metro Resolution No. 89-1102

Committee Membership

Enhancement Committee is in Metro District #4, Susan McLain, Councilor
Seven-member committee
Committee membership is comprised of the Forest Grove City Council

- Mayor Michael O'Brien
- Councilor James Draznin
- Councilor Rod Fuiten
- Councilor John Minor
- Councilor Richard Kidd
- Councilor Herb Drew
- Councilor Victoria Johnson
- Staff: Jeff Hecksel

Funding Cycle

July through June
Funding dollars determined from previous year's tonnage and any unexpended funds carried over from the prior year. Projected tonnage for Forest Grove Transfer Station for 1997 is estimated at 84,998, generating some \$42,499 for enhancement projects.

Statistics

The committee is in its sixth year and has funded 68 projects totaling \$202,222. The number of grants includes several awards made to the same organization for projects over various years. The entire area of the City of Forest Grove constitutes the geographic boundary of the enhancement area.

Meeting Schedule

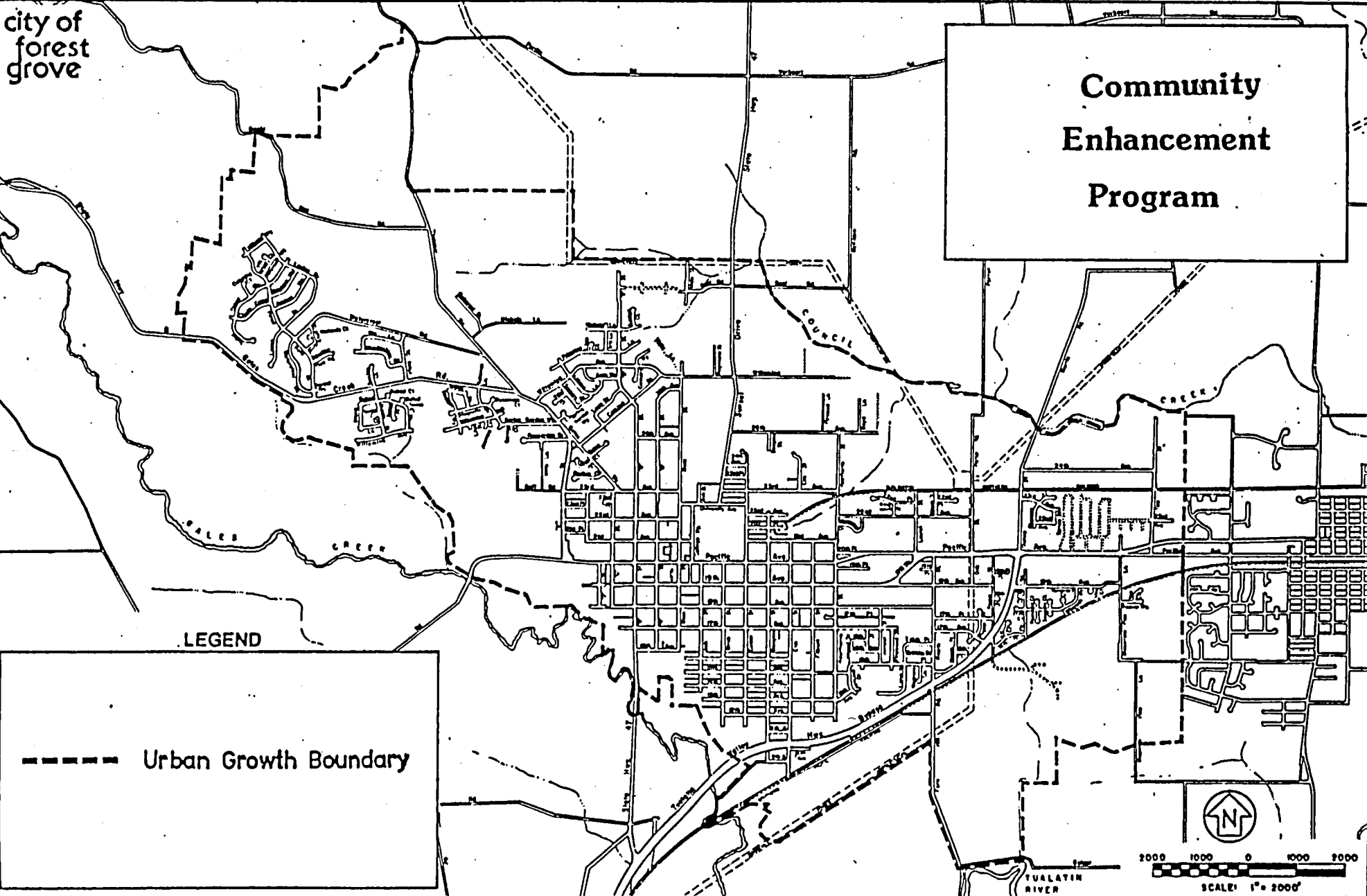
The committee convenes the first and third Mondays in April each year to review, interview and select grant recipients. The grants awarded are adopted by resolution in a public hearing in May at a regularly scheduled Forest Grove City Council meeting.
Grant dollars are available for disbursement after July 1.

All meetings are open to the public



city of
forest
grove

Community Enhancement Program



LEGEND

----- Urban Growth Boundary



2000 1000 0 1000 2000
SCALE: 1" = 2000'

Ballot Measure 32 - LRT Bonds - Unofficial Final

Clackamas County

Yes	67,091	47.8%
No	73,277	52.2%

Multnomah County

Yes	105,650	60.29%
No	69,576	39.70%

Washington County

Yes	76,888	51.8%
No	71,304	48.1%

Total Tri-County

Yes	249,629	53.8%
No	214,157	46.2%

Statewide

Yes	563,932	47.0%
No	645,278	53.0%

Balance of State

Yes	314,303	42.0%
No	<u>431,121</u>	58.0%
	745,424	

REGIONAL URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
ORDINANCE NO. 96-647C RECORD TABLE OF CONTENTS

1992 Metro Charter

Urban Growth Report: Forecasts for the Future Discussion Draft, March 5, 1996

- Part 1 - 2015 Regional Forecast
- Part 2 - 2015 Regional Allocation
- Part 3 - Buildable Lands Inventory

Metro Utility Feasibility Analysis for Metro 2040 Urban Reserve Study Areas, prepared by KCM, Inc., June, 1996

Region 2040: Recommended Alternative Technical Appendix, September 15, 1994

Region 2040 (Regional Design Images), May 1994, prepared by Calthorpe

2040 Indicators: Housing and Employment, April 1994, prepared by ECO Northwest

REGION 2040: Creating and Using Descriptive Indicators: Non-Quantifiable Issues - Final Report, February 1994, prepared by Pacific Rim Resources, Inc.

Region 2040 Interim Report, January 1994

Region 2040: Final Report, Phase 1, June 1993, prepared by ECO Northwest

Region 2040: Mixed-Use Urban Centers: Economic and Transportation Characteristics, February 1993, prepared by Cambridge Systematics, Inc.

Region 2040: Choices for the 21st Century, Existing Conditions: Historical and Natural Features

Region 2040: Decisions for Tomorrow: Transportation Analysis of the Growth Concepts, July 1994

Concepts for Growth, a Report to Council, June 1994

Evaluation of No-Growth and Slow-Growth Policies for the Portland Region, June 1994, prepared by ECO Northwest

Future Vision Commission: Carrying Capacity and Its Application to the Portland Metropolitan Area, April 1994, prepared by Wim Aspeslagh

Future Vision Commission: Settlement Patterns in the Portland Region: A Historical View, January 1994, prepared by Carl Abbott

Future Vision Commission: Work Styles Study, March 1994, prepared by Steve Schriver

Historical Development of the Metropolitan Service District, May 1991, prepared by Carl Abbott, Margery Post Abbott

Metro 2040 Growth Concept, December 8, 1994

Oregon Business Council, 1992 Oregon Values and Beliefs Study Transit and Growth Management Findings, May 1993, prepared by Decision Sciences, Inc.

Picture This . . . The Results of a Visual Preference Survey, June 1993, prepared by A. Nelessen Associates, Inc.

Portland Metro 2040 Commodity Flow and Requirements Study, Final Report, November 1994, prepared by DRI/McGraw Hill

Profiles of the Portland-Vancouver Economy, May 1994, Planning Department Data Resource Center

Recommended Alternative Decision Kit, September 1994, from the Metro Executive Officer

Regional Forecast (1990-2040), November 1993, Planning Department Data Resource Center

Regional Transportation Plan, Ordinance No. 92-433, January 23, 1992

Peak Parking Space Demand Study, prepared by JHK & Associates in association with McArthur & Associates, June, 1995

Policy Options to Attract Auto Users to Public Transportation Volume I, prepared by Portland State University, December, 1995

Policy Options to Attract Auto Users to Public Transportation Volume II, prepared by Portland State University, December, 1995

Central City Transportation Management Plan by the City of Portland Office of Transportation Bureau of Planning, December 1995

Ten Essentials for a Quality Regional Landscape, January 1992, prepared by Department of Landscape Architecture, School of Architecture and Allied Arts, University of Oregon

Transportation Analysis of the Growth Concepts, Regional Transportation Planning, July 1994

Transportation Planning Rule Implementation Regional Guidelines, 1993

Infill and Redevelopment Strategies by the City of Portland Bureau of Planning, November, 1994

Water Descriptive Indicators - Final Report, April 1994, prepared by ECO Northwest

1995 Regional Urban Growth Goals and Objectives (RUGGOs)

1995 Interim Federal Regional Transportation Plan (RTP)

MPAC Recommendation, Urban Growth Management Functional Plan

Resolution No. 96-2288

Metro Policy Advisory Committee (MPAC) Citizen Involvement List

Minutes of MPAC public hearing

Air Quality Maintenance Plan

Resolution No. 90-1189A, Joint Policy Advisory Committee on Transportation (JPACT) Bylaws

1992 Regional Transportation Plan

Green Corridors chart

RUGGO Acknowledgment Report

Analysis of Alternatives (LUTRAQ), Volume 5, May 1996

The LUTRAQ Alternative, Volume 3, October 1992

Regional Transportation Policy, July 25, 1996

March, 1996 Housing Needs Analysis Discussion Draft

Accessory Rental Units in the Portland Area: A Guide for Design, Development & Management, May, 1995

Making an Assessment of Accessory Rental Units in the Portland Area, June, 1996

DEQ State Implementation Plan Revision for Oregon, Section 4.50, July 12, 1996

DEQ Voluntary Maximum Parking Ratios, April 17, 1996

EQC Voluntary Maximum Parking Ratio Program, July 12, 1996

October 3, 1996 Proposed Amendments to Functional Plan

September 26, 1996 2040 Means Business, Industrial Market Evaluation

September 26, 1996 Proposed Amendments to Functional Plan

September 24, 1996 Proposed Amendments to Functional Plan

September 5, 1996 Proposed Amendments to Functional Plan

August 8, 1996 Proposed Amendments to Functional Plan

July 11, 1996 Proposed Amendments to Functional Plan

Minutes of Metro Council Meetings:

- October 24, 1996 Hearing and Work Session
- October 17, 1996 Work Session: Van Brocklin, Wood Village, Bollam letters
- October 10, 1996 Work Session
- Summary of Written Documents, October 7, 1996
- October 3, 1996 Work Session: Hales letter
- September 26, 1996 Work Session
- Written Testimony 63-104
- Written Documents 1-62 (September 5, 12 Hearings)
- September 12, 1996 Meeting and Work Session
- September 5, 1996 Meeting and Public Hearing
- September 5, 1996 Work Session
- August 8, 1996 Meeting (Growth Management Committee Recommendation)
- July 11, 1996 Executive Officer Recommendations
- July 11, 1996 Meeting (MPAC and Executive Officer Recommendations)

Minutes of Metro Council Growth Management Committee:

- August 23, 1996 Draft Urban Growth Management Functional Plan
- August 6, 1996 Draft Urban Growth Management Functional Plan
- August 6, 1996 Minutes, Shaw memo (Title 4)
- August 6, 1996 Packet: July 2, and July 23, 1996 Minutes, Morrissey August 3 memo, draft Title 1, 8 Amendments, Shaw to McLain August 1, 1996 (Title 4), Morissette Amendments
- July, 1996 Written Testimony
- July 30, 1996 Packet: July 16 and July 23 Minutes (Public Hearing), Written Testimony of July 16 and July 23
- July 30, 1996 Minutes
- July 23, 1996 Packet: WRPAC Recommendation (Title 3), Written Testimony of July 16, Testimony Summary, July 23 #01-08
- July 23, 1996 Minutes
- July 16, 1996 Minutes
- July 2, 1996 Minutes
- June 18, 1996 Packet: June 6, 18 Minutes, April 24 Proposed Amendments, May 31 Shaw memo (Title 7), Proposed Title 7, Schell, Port, West Linn testimony, Turpel June 18 (MPAC recommendation)
- May 21, 1996 Minutes
- April 30, 1996 Minutes

Staff Memoranda:

- Result of Title 2 Amendments - October 17, 1996
- Councilor Proposed Amendments - October 16, 1996
- Additional Information Concerning Big Box Retail - October 16, 1996
- Big Box Retail Restrictions - October 16, 1996
- Title 4 Proposal - September 4, 1996
- Title 4 Amendments - August 6, 1996
- Comparison of Parking Ordinances, Metro Region - updated 7/96
- Functional Plan - HB 2709 - July 30, 1996
- Table 1 Allocations - July 3, 1996
- Grocery Store Parking Ratios - February 6, 1996
- 2015 Allocation - December 13, 1995

Public Involvement:

- 11/1/96 2040 Public Involvement Mailing List (60,000) 4 diskettes "2040A, "B," "C," "D"
- September 1996 Metro 2040 Framework Council Schedule
- Fall 1996/Winter 1997 Metro 2040 Framework Update
- Spring 1996 Metro 2040 Framework Update
- April 10, 1996 Regional Transportation Plan Update, Public Comment Report
- Fall 1995/Winter 1996 Metro 2040 Framework Update
- Spring/Summer 1995 Metro 2040 Framework Update

Maps

- Parking Maximums
- Industrial and Employment Areas
- Regional Boulevards
- Open Space and Other Lands Excluded from Metro Buildable Lands Inventory

Large Documents and Maps (available at Metro Growth Management Department)

- Industrial and Employment Areas Map
- Vacant Lands Atlas - Clackamas County Residential: Data
- Vacant Lands Atlas - Clackamas County Residential: Maps and Photos
- Vacant Lands Atlas - Multnomah County Residential: Data
- Vacant Lands Atlas - Multnomah County Residential: Maps and Photos
- Vacant Lands Atlas - Washington County Residential: Data
- Vacant Lands Atlas - Washington County Residential: Maps and Photos
- Parking Map - 20 Minute Service
- Employment Land with Parcel Size
- Shopping Mall Redevelopment Map
- Retail Store Locations Map
- Transportation Analysis Zones
- Transit and Pedestrian Friendly Areas
- Fair Share Capacity Allocation
- Zone B (Title 2) Non Residential Lands Map

- Metro Council Meeting Minutes on audio tape
 - * October 24, 1996 (2 tapes)
 - * October 17, 1996 (3 tapes)
 - * October 10, 1996 (1 tape)
 - * October 3, 1996 (2 tapes)
 - * September 27, 1996 (1 tape)
 - * September 26, 1996 (1 tape)
 - * September 12, 1996 (4 tapes)
 - * September 5, 1996 (4 tapes)
 - * August 8, 1996 (3 tapes)
 - * July 11, 1996 (3 tapes)
- Metro Council Growth Management Committee Meeting Minutes on audio tape
 - * August 6, 1996 (2 tapes)
 - * July 30, 1996 (2 tapes)
 - * July 23, 1996 (3 tapes)
 - * July 16, 1996 (1 tape)
 - * July 2, 1996 (2 tapes)
 - * June 18, 1996 (1 tape)

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METRO

TO: Metro Council, and
Interested Parties

Michael
FROM: Michael Morrissey
Senior Council Analyst

DATE: November 8, 1996

RE: Material for Deliberation on Ordinance 96-647B (Functional Plan)

The Metro Council will take action on this Ordinance on Thursday, November 14, 1996, relative to Findings and possible amendments. This packet contains the Findings, as prepared by the Office of Legal Counsel, and amendments which have been submitted by council members. All material relates to the October 29, 1996 council draft of the Ordinance, which has been previously distributed, and which is available in the council office.

Although the council could take final action on the 14th, it has indicated the possibility that the final vote may not take place until the November 21 council meeting.

URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN Findings of Consistency With Regional and Statewide Goals and Objectives

Introduction

Metro has been required by state law since 1977 to adopt regional goals and objectives which are consistent with statewide goals. ORS 268.380(1). The predecessor regional council of governments, CRAG, had adopted such policies, which were left in place by the 1977 Metro legislation. In 1991, Metro completed new regional goals and objectives, entitled Regional Urban Growth Goals and Objectives (RUGGO). In 1995, RUGGOs were amended to include a new set of integrated goals and objectives in the form of text and a map, called the 2040 Growth Concept.

The RUGGO 2040 Growth Concept text and map are conceptual objectives for a desired urban form in the year 2040 that are part of the regional goals and objectives. The 2040 Growth Concept, then, is not a "plan." The Urban Growth Management (UGM) Functional Plan is the regional plan that implements the RUGGO 2040 Growth Concept. Functional plans are limited purpose regional plans authorized by ORS 268.390(2), not "comprehensive plans" as defined in ORS 197.015(5).

Consistent with legislation in 1993, codified at ORS 197.274(1), RUGGO has been acknowledged by the Land Conservation and Development Commission (LCDC) "for compliance with statewide goals in the same manner as a comprehensive plan" Importantly, RUGGO is not a comprehensive plan. See ORS 197.015(15). Therefore, RUGGO acknowledgment is unique. RUGGOs are regional goals and objectives, supplementary to the statewide goals and objectives. By their own terms, RUGGOs do not apply directly to the comprehensive plans or land use actions of cities and counties. See RUGGO Objective 3. For general RUGGO policies to become applicable to comprehensive plans, a more detailed functional plan must "recommend or require" changes in comprehensive plans. ORS 268.390(4). This UGM Functional Plan contains both requirements and recommendations.

Since this functional plan implements RUGGO objectives, RUGGO Objective 5 requires that functional plans be consistent with RUGGOs. To the extent that this functional plan "requires" amendments to city and county comprehensive plans, Metro intends to meet the same standard of judicial review that is applied to amendments to comprehensive plans. Therefore, the UGM Functional Plan is adopted as regional policy based on the record before the Metro Council, and the following explains how the Functional Plan is consistent with applicable RUGGO provisions and applicable statewide land use planning goals.

Regional Goals and Objectives (RUGGO) Consistency

RUGGO is organized into two Goals and twenty-six Objectives, and an integrated set of policies called the 2040 Growth Concept and the Concept Map. "Planning Activities" are ideas for future study, not goals and objectives. Goal I contains the Regional Planning process in Objectives 1-

11. Goal II, Urban Form, includes four subgoals: Natural Environment, Built Environment, Growth Management, and the 2040 Growth Concept. The first three subgoals are separated into Objectives 12-26. Goal and objective statements written in mandatory language are binding policy statements on Metro. These policies must be followed by Metro in functional plans and the urban growth boundary. Some policies are written in aspirational language, including the desired end state of the 2040 Growth Concept. The UGM Functional Plan has been adopted to begin implementation of RUGGOs, particularly the 2040 Growth Concept. Functional plans, unlike comprehensive plans, are selective for issues that "significantly impact metropolitan development." ORS 268.390(1),(2). The UGM Functional Plan is intended to begin implementation of the 2040 Growth Concept prior to completion of the regional framework plan. Therefore, not all regional goals and objectives will be either applicable or fully accomplished in this Functional Plan.

Goal I: Regional Planning Process

The UGM Functional Plan has been prepared using the regional planning process including extensive citizen notification and participation using Metro's mailing list of 60,000 individuals and organizations. The acknowledged urban growth boundary has been the foundation of target capacities in Title 1 and Table 1. State, city, county and special district implementation roles have been followed in the MPAC recommendation, plan recommendations and requirements, and Title 8 compliance and exceptions relationships. The plan fully complies with the procedures in Objective 5 for functional plans.

Consistent with Objective 5, the UGM Functional Plan is a limited purpose plan for initial implementation of the 2040 Growth Concept. Since this functional plan contains requirements for changes in adopted and acknowledged comprehensive plans, it is being adopted as a final land use action with findings of consistency with RUGGO and statewide planning goals.

As a new functional plan, the UGM Functional Plan was proposed by MPAC under Objective 5.2.1 and initiated by the Metro Council by Resolution No. 96-2288. MPAC participated in the preparation of the plan, used citizen involvement processes, newsletters, open houses, newspaper ads, a public comment report, and made its recommendation to the Metro Council after public hearings.

Consistent with Objective 5.2.a-d, the Metro Council held public hearings, work sessions, amended the proposed functional plan, and adopted the UGM Functional Plan with these findings of RUGGO consistency. The conflict resolution process in Objective 5.3 is specifically incorporated into Title 8 of the UGM Functional Plan.

As explained in the introduction to the UGM Functional Plan, it is a functional plan pursuant to ORS 268.390 that is preliminary to adoption of the Metro Charter-mandated regional framework plan, which is due by December 30, 1997. Therefore, the UGM Functional Plan does not describe its relationship to the Future Vision per Objective 9 because it is not a component of the regional framework plan.

Consistent with RUGGO Objectives 10 and 11, Title 9 of the Functional Plan provides for performance measures for the Functional Plan that assure biennial review of the results of the Functional Plan.

Title 8, Section 2 requires cities and counties to transmit to Metro their preliminary compliance materials for Metro review within 18 months of the effective date of this Functional Plan. At that time requests for exceptions from any Functional Plan requirement may be made. Title 8, Section 5 allows for interpretation of functional plan requirements questioned by cities and counties at any time. RUGGO Objective 5.3 guarantees cities and counties a conflict resolution policy for functional plan provisions that is affirmed in Title 8, Section 2. That process may end with an interpretation that the city or county approach to avoid a statewide goal violation is not inconsistent with the Functional Plan or an amendment to the Functional Plan to avoid any prospective statewide goal violation before the city or county amends its comprehensive plan or land use regulations.

Goal II: Urban Form

The principles of maintaining a compact urban form (II.i) and preserving existing neighborhoods by focusing growth in mixed use areas (II.ii) are among the foundations of the UGM Functional Plan. Title 1 and Table 1 require increased housing and job capacities in mixed use areas. Increased infill and redevelopment from allowing accessory units, and greater densities through minimum densities will be necessary for cities and counties to meet the target capacities. These policies enhance a compact urban form. The basis for Table 1 is an allocation of projected 2017 population and employment inside the current UGB at Table 5 of Part 1 of the Urban Growth Report. Housing choices with good access to jobs (II.iii) are enhanced by Title 1 minimum density, accessory dwelling, and mixed use areas policies. Housing affordability (II.iii) is enhanced by Title 1, Section 2.C, Accessory Dwellings, Title 1 compact urban form policies, and Title 7, Affordable Housing. Requiring identification and enhancing of mixed use areas, like station communities, in Title 1 focuses increased housing and job capacities in areas of current and future public investment to reinforce a compact urban form (II.iv).

Objective 12 policies on watersheds and water quality, particularly Objectives 12.1 and 12.1.5, are addressed by stream-corridor protection in Title 3 of the Functional Plan which will be made effective by future adoption of a map and Model Ordinance.

Objective 13 is being addressed by the Regional Water Supply Plan, outside this Functional Plan.

Objective 14, Air Quality, is addressed by Title 2, Regional Parking Policy, and Title 6, Regional Accessibility. The state's air quality maintenance plan credits restrictions on new parking spaces in Title 2 with increased air quality. Compact urban form policies required by Title 1 enhance alternative modes of transportation which do not add to air pollution.

Objective 15, Natural Areas, is being addressed by Metro Open Space Bond land purchases outside this Functional Plan. However, Title 3 addresses regional policy to identify and coordinate planning for fish and wildlife conservation areas.

Objective 16.1 on Rural Reserve Lands is addressed by Title 5, Section 2 which requires cities and counties to protect rural reserves and green corridors inside Metro's jurisdiction. Further protection for rural reserves and green corridors outside Metro, between Metro and neighbor cities' UGBs is a policy goal for intergovernmental agreements with neighbor cities, counties and state agencies.

Goal II.2.i. and Objective 17 on "fair share" housing policy are addressed by the recommendations in Title 7, Affordable Housing, and enhanced by Title 1 compact urban form policies including the Title 1, Section 2.C requirement for at least one accessory unit to be allowed for each detached single family dwelling.

Goal II.2.ii on infrastructure planning is addressed for transportation facilities in the Title 6, Section 4 requirements for alternative mode analysis and motor vehicle congestion analysis in mixed use areas, and congestion management in all congested areas.

Goal II.v on a balanced transportation system is addressed in Title 6, Regional Accessibility requirements to consider boulevard design accommodation of pedestrians and bicycles, and design standards for street connectivity to increase accessibility for all modes of transportation.

Objective 18 policies, particularly 18.i, 18.iv, 18.v and 18.vi are enhanced at the regional scale by minimizing public and private costs with policies in Title 1 to retain a compact urban form and direct growth into mixed use areas. Objective 18.2 is addressed by general forecasts of facility need and cost which indicate that a compact urban form minimizes costs.

Objective 19 is addressed in Title 6 of the Functional Plan. Multimodal transportation in Objective 19.i and 19.3 is enhanced by requiring consideration of Boulevard Design in Section 2 and the Boulevard Design Map, Design Standards to increase street connectivity for greater bicycle and pedestrian accessibility, and the required Alternative Mode Analysis for mixed use areas in Section 4.A and congestion management requirements in Section 4.C. Freight movement on roads per Objective 19.ii is facilitated by compact urban form policies and directing growth into mixed use areas in Title 1, and the Transportation Performance Standards in Title 6, Section 4.

Title 6, Section 4 requires changes in city and county comprehensive plans, if necessary, to reduce the standards for mobility, include accessibility analysis and only add transportation facility capacity as a last resort. These policies represent a regional policy choice by Metro to redefine adequate motor vehicle mobility to accomplish RUGGO Goal II Objectives for a compact urban form using alternate modes of transportation to maintain mobility. These policies enhance Objectives 19.iii, 19.v, 19.vi, 19.viii and address 19.1, 19.2.1 and 19.2.

Goals II.3.i, ii, iii and Objectives 22 and 26 are addressed by Title 1 enhancing a compact urban form and Title 5, Neighbor Cities, enhancing the distinction between urban and rural lands and neighbor cities by policies to protect rural land near the UGB.

Goal II.3.iv and Objectives 23 and 24 are enhanced by the requirements to use redeveloped land in Title 1, Section 2.B, allow accessory dwelling units in Title 1, Section 2.C.

Objective 25, Urban Design, is enhanced by implementation of the 2040 Design Types in Title 1, Sections 3 and 7.

Goal II.4 Metro 2040 Growth Concept

The Growth Concept states the design form of urban development in the region for the 50 years ending in 2040. It is designed to accommodate approximately 720,000 additional residents and 350,000 additional jobs based on a feasibility analysis of one possible configuration of the Growth Concept called the 2040 Analysis, completed in 1994 as part of the Region 2040 project. Three alternative concepts were analyzed leading to preparation of the "preferred concept." The integrated goals and objectives in RUGGO II.4 are that "preferred concept." Therefore, Goal II.4 is both conceptual and aspirational. See RUGGO pp. 25-35.

Mixed use urban centers inside a compact UGB are an important part of the Growth Concept. The interrelated set of centers from the Growth Concept are required to be used by cities and counties in Title 1 of the Functional Plan. Boundaries for centers and other Growth Concept "design types" are required to be added to city and county plans in Title 1, Section 3. Target capacities for housing and jobs are required for mixed use areas in Title 1, Section 6, and Table 1. Design type average densities from the Growth Concept are recommended in Title 1, Section 7.

The fundamental Title 1 requirement in Section 6 is for cities and counties to accommodate houses and jobs projected to be needed by 2017 using the required calculation method (Section 5). To comply, each city and county must demonstrate that its plan and zoning will yield the target number of dwelling unit and job capacities for their jurisdiction and for their mixed use areas (Table 1) using the required calculation method (Section 5). Part of the required calculation method includes use of mandatory minimum density standards (Section 2.A), redevelopment of some lands (Section 2.B), allowing of accessory dwelling units (Section 2.C), and use of other methods to increase capacity (Section 4.B.)

The requirement that large percentages of the increased capacity for houses and jobs be located in mixed use areas is a direct implementation of the centers and jobs/housing balance policies of the Growth Concept. See RUGGO, pp. 25, 29.

Recognition of open spaces inside the UGB is reflected in Title 1, Section 2.A., and Title 3. Rural reserves are protected and neighbor cities are recognized in Title 5.

Industrial and Employment Area policy in RUGGO is implemented in Title 4 of the Functional Plan. Cities and counties are required to restrict retail uses over 60,000 square feet in industrial areas to protect industrial areas primarily for industrial activities. Mapped "Employment Areas" must be given specific boundaries in Title 1, Section 3, and retail is restricted in these areas in Title 4. These policies are consistent with the 2040 Growth Concept at p. 32. (See statewide Goal 9, below.)

Implementation of transportation facility classifications in the Growth Concept to support mixed use areas, industrial and employment areas is begun in Title 6 of the Functional Plan. See RUGGO pp. 32-35.

Statewide Land Use Planning Goals

The extent to which Metro functional plans must comply with applicable statewide land use goals is not clear from Metro's enabling statutes. ORS 268.380(1) requires Metro to adopt regional goals and objectives which are consistent with statewide goals. ORS 268.390(3) requires Metro to adopt the regional urban growth boundary in compliance with statewide goals. ORS 268.390(1) requires Metro to adopt functional plans but provides no requirement for consistency or compliance with statewide goals. However, ORS 268.390(4) authorizes Metro, "as it considers necessary," to "recommend or require" changes "in any plans" to assure that city and county land use actions conform to the functional plan and urban growth boundary.

Clearly, Metro is unique. Its policies are regional in scale. Implementation of regional policies by cities and counties in their comprehensive plans and land use regulations must comply with statewide goals. To accomplish that result, regional policies which are "recommendations" need not directly comply with statewide goals. Cities and counties may or may not adopt the recommendation, or a variation of the recommended policy may be adopted. Therefore, the long-standing rule that cities and counties must demonstrate compliance with statewide goals for all amendments of comprehensive plans and land use regulations assures statewide goal compliance. City and county plan amendments to implement "regional" recommendations will comply with statewide goals at the time they are adopted. If a statewide goal violation would result, the recommendation would not be adopted.

The UGM Functional Plan is the first functional plan to contain significant regional policy "requirements" for changes in city and county plans. There are provisions in this functional plan, in Title 8, as well as RUGGO Objective 5.3, which assure that cities and counties are not required to implement a regional policy "requirement" to the extent that it would cause a statewide goal violation as applied to circumstances in a particular jurisdiction. That may be a sufficient safeguard to assure that regional "requirements" will be implemented in compliance with statewide goals, rules and statutes. However, the statutory structure which gives Metro broad authority to direct how cities and counties comply with statewide goals, implies that functional plan "requirements" must demonstrate consistency with statewide goals. Like regional goals and objectives, regional functional plans are supplementary, not comprehensive, policies. Comprehensive plans must balance all the statewide goals. Functional plans select those policy areas which have significant impact on metropolitan development to direct how each comprehensive plan accomplishes that balance consistent with its neighbors.

Therefore, the following summary of the legislative record of the UGM Functional Plan demonstrates that the "requirements" in this functional plan are consistent with applicable statewide goals, rules and statutes. Since this is only the initial implementation of the 2040 Growth Concept, not all parts of all statewide goals and rules are applicable. Some goals are

being addressed by other regional policies outside the UGM Functional Plan, such as Goal 12 in Metro's Regional Transportation Plan and Goals 5 and 8 by purchase of regional significant lands with the Metro Open Spaces Bond Measure proceeds. Consistency with statewide goals at a regional scale, then, is a feasibility analysis. The final, complete balance of statewide goals, including analysis of secondary impacts, occurs at city and county plan implementation. If any violation of statewide goals may be caused by application of functional plan policies, Title 8 provides a process for correction prior to adoption of a plan or regulation amendment.

Goal 1: Citizen Involvement

The citizen involvement program for the UGM Functional Plan was regional in scope and appropriate to the scale of this regional planning effort. The Metro Policy Advisory Committee (MPAC) established by Section 27 of the Metro Charter, open houses, newsletters, newspaper ads, and a public comment report were used. Mailings included city and county Community Planning Organizations, and a mailing list of about 60,000 individuals and organizations. A series of public hearings were held at MPAC, the Metro Council Growth Management Committee and the Metro Council. Consistent with RUGGO Goal 1, the Functional Plan was developed using a direct participatory process involving citizens, cities, counties, special districts, school districts, and state and regional agencies such as TriMet, the Port of Portland, and the Department of Land Conservation and Development.

The transportation issues including Titles 2 and 6 were reviewed by JPACT, the regional transportation advisory committee and the Metro Council Transportation Committee.

Goal 2: Land Use Planning

Review for compliance with Goal 2 includes (A) the structure of policies created for regional planning, and (B) supporting documentation for the policies contained in the UGM Functional Plan.

A. Structure and Policies for Regional Planning

The UGM Functional Plan follows RUGGO Objective 5 to begin implementation of the 2040 Growth Concept in Metro's regional goals and objectives. To carry out this early implementation of the 2040 Growth Concept, the applicable Functional Plan sections establish the Functional Plan's place in the regional and state framework for planning as follows:

- RUGGO Goal 1 relationship (p. 2; Title 4, Section 3; Title 8)
- Regional Policy basis (p. 2)
- Relationship to 2040 Growth Concept Design Types (Title 1, Sections 3, 7)
- Relationship to 2017 Growth Projection (Title 1, Section 5, Table 1)
- Relationship to Air Quality planning (Title 2, Section 1)
- Relationship to Open Space planning (Title 3)
- Relationship to industrial land planning (Title 4)
- Relationship to neighboring cities (Title 5)
- Relationship to transportation corridor to neighbor cities (Title 5, Section 4)
- Relationship to Transportation Planning Rule (Title 6, Section 4)

- Relationship to housing policies (Title 7)
- Relationship to comprehensive plans (Title 8)
- Procedure for functional plan interpretation (Title 8, Sections 5, 6)
- Process to monitor progress (Title 9)

Title 8, Section 2 requires cities and counties to transmit to Metro their preliminary compliance materials for Metro review within 18 months of the effective date of this Functional Plan. At that time requests for exceptions from any Functional Plan requirement may be made. Title 8, Section 5 allows for interpretation of functional plan requirements questioned by cities and counties at any time. RUGGO Objective 5.3 guarantees cities and counties a conflict resolution policy for functional plan provisions that is affirmed in Title 8, Section 2. That process may end with an interpretation that the city or county approach to avoid a statewide goal violation is not inconsistent with the Functional Plan or an amendment to the Functional Plan to avoid any prospective statewide goal violation before the city or county amends its comprehensive plan or land use regulations.

B. Supporting Documentation

An inventory of documents in the record for Ordinance No. 96-547C is contained in Attachment A. The record includes research and data on the following issues of substance in the UGM Functional Plan:

1. 1995 Regional Urban Growth Goals and Objectives (RUGGO)
2. the state air quality plan
3. year 2017 population and employment estimates
4. year 2040 alternative growth concepts analyses, with documents containing information and evaluation performed at multiple steps in the process
5. year 2040 regional design images, specially prepared under contract to test applicability to the Metro region of alternative urban design concepts
6. an evaluation of the relative impacts of the alternative urban development concepts on the housing market, the market for commercial and industrial space, the cost of serving new development with water and sewer services, and "quality of life" factors, especially crime
7. an evaluation of mixed use urban centers, their economic and transportation characteristics
8. an inventory of existing historical and natural feature conditions in the region
9. an evaluation of the potential for no-growth and slow-growth policies in the region
10. Future Vision evaluation reports on carrying capacity applied to the Portland region; historical settlement patterns in the Portland region; and work styles in the region
11. a study of Oregon values and beliefs regarding transit and growth management
12. a study of commodity flow and requirements
13. profiles of the Portland-Vancouver economy
14. a regional transportation plan; transportation analysis of alternative growth concepts; and guidelines for transportation planning rule implementation

15. a statement regarding ten essentials for a quality regional landscape, prepared by the University of Oregon Department of Landscape Architecture
16. a three volume vacant lands atlas, with data, maps and photos for each Metro county
17. report evaluating the potential impacts of the growth concepts on providing water, wastewater, and stormwater services to projected areas of new growth

Goals 3 and 4 (Title 5): Agricultural and Forest Lands

These goals are not generally applicable because the Functional Plan is focused primarily on changes to comprehensive plans and implementing ordinances inside the regional urban growth boundary (UGB). However, the Functional Plan enhances these goals. The changes inside the UGB increase the houses and jobs accommodated inside the UGB. They reduce pressure on resource lands adjacent to the UGB.

Title 5 enhances Goals 3 and 4 and it reiterates RUGGO Objectives 22 and 26. Title 5 begins to implement Metro's policy of entering into intergovernmental agreements to protect resource lands outside the UGB, particularly in "Rural Reserves" designated on the 2040 Growth Concept Map. Cities and counties are required to protect those Rural Reserves inside the UGB from urban development in Title 5, Section 2.

Goals 5, 6, 7 (Titles 2, 3): Natural Resources, Air/Water Resources, Natural Hazards

Open Spaces and Natural Resources, Air/Water Resources and Natural Hazards are addressed in the stream protection policies of Title 3. As indicated in Section 6, Title 3 is not effective until both a Model Code for local governments and the map of Water Quality and Flood Management Areas are adopted. Two additional ordinances amending the Functional Plan will each make parts of Title 3 effective. First, a Model Code and Map will be adopted, with statewide goal findings, to implement water quality (Goal 6) and Flood Management (Goal 7) requirements in Sections 1-4. Then, after the 18 months of work indicated in Section 5.C., Fish and Wildlife Habitat protection will be implemented by adoption of another ordinance with statewide goal findings. Therefore, Title 3 does not include any requirements for changes in comprehensive plans at this time.

Maintaining and improving air quality (Goal 6) is furthered by the minimum and maximum parking ratios required by Title 2. As indicated in Section 1, implementation of these parking ratios have been included as steps which improve regional air quality in the state's Air Quality Maintenance Plan.

Goal 8: Recreational Needs

Recreational needs are being addressed by purchases of trail, open space and parks lands with proceeds of Metro's Open Spaces Bond Measure outside the Functional Plan. Therefore, Goal 8 is not directly applicable to the Functional Plan. However, Title 1, Section 2.A.5 is consistent with Goal 8 by not requiring minimum residential densities for residential lands designated as significant open space lands.

Goal 9

On a regionwide, general scale, Title 1 implements RUGGO mixed use centers policies consistent with Goal 9 by increasing housing and job capacities consistent with public facilities investment in regional centers, town centers and station communities. This supports a jobs housing balance in regional center areas. These regional policies can be implemented in comprehensive plans based on the analysis of each community's economic patterns and local economic development policies. Areas indicated in current acknowledged comprehensive plans by industrial and commercial zoning are enhanced by establishing known priorities for regional public investment. Stability of labor market should be enhanced by Title 1 implementation of jobs housing balance in regional centers. Increased multi-modal accessibility to centers allows cities and counties to locate economic activity relative to markets created by the jobs and housing encouraged in mixed use centers.

Title 4, Section 2.A. protects lands zoned for industrial uses in current acknowledged comprehensive plans from inefficient use of these lands for regional scale retail development. This allows cities and counties to assure an adequate supply of sites of suitable sizes, types, locations and service levels in their comprehensive plans for a variety of industrial uses. This Title 4 limitation of uses allowed on sites zoned for industrial areas assures compatibility of uses on those sites and of traffic patterns.

Title 1 and Title 6 implementation of mixed use centers provide more efficient alternative locations for regional scale retail development with structured parking and transit availability, such as the Lloyd Center Toys R Us, the Walmart in Eastport Plaza and the Fred Meyer stores outside employment areas. The "big box retail" store at Lloyd Center was part of the comparison of that remodeled center's land efficiency with the redevelopment potential of the Clackamas Town Center shopping center. Title 1 encourages that redevelopment by the mixed use center target capacities required by Section 6 and Table 1 that include the Clackamas Town Center's regional center.

Title 4, Sections 2.B, C and 3, together with Titles 1 and 6 implementation of mixed use centers protect lands designated as "employment areas" for smaller scale, low traffic generating, land consumptive uses with low parking demand. Title 4 limits high traffic generating, high parking demand, regional scale retail uses in these areas. Titles 1 and 2 encourage location of high traffic, high parking demand commercial uses in centers with structured parking. Approximately 4543 acres of vacant land within centers and corridors inside the UGB would be available for regional or subregional scale retail development.

Specific square foot regulations, the 60,000 square foot maximums, are used as a measurable, clear and objective standard. Most existing grocery stores having a local market area of two to three miles are less than 60,000 square feet. Retail stores with a regional or subregional market greater than five miles are usually in excess of 100,000 square feet.

One of the concerns about allowing large scale retail uses in employment areas is the traffic generated from outside the employment area. Building material and discount stores, for example, have substantially higher trip generation rates than other uses. The much higher

weekday and peak hour trip rates for these large scale retail uses would increase congestion along arterials in industrial and employment areas designed to accommodate non-retail uses. Location of these uses in centers and corridors, close to the households they serve, reduces vehicle miles traveled consistent with statewide Goals 12 and the Transportation Planning Rule. See staff memos dated October 15 and 16, 1996.

Goal 12 and the Transportation Planning Rule

The applicable provision of the Transportation Planning Rule prior to the adoption of the regional Transportation Systems Plan is OAR 660-12-060: "Amendments to functional plans . . . which significantly affect a transportation facility shall assure that allowed land uses are consistent with the identified function, capacity and level of service of the facility . . .".

To greater and lesser degrees in different locations and jurisdictions, the performance standard in Title 1, Section 6 will require cities and counties to amend comprehensive plans and implementing ordinances to increase densities for housing and employment within the urban growth boundary. These land use plan changes over the two-year period for compliance with this functional plan must be balanced by changes in the transportation plans of cities and counties at the same time.

Title 6 requirements contain the regional transportation policies which balance Title 1 strategic increases in density inside the Urban Growth Boundary to assure that planned land uses are consistent with planned transportation facilities. Boulevard Design is required to be considered to accommodate alternate modes of transportation. Design Standards for street connectivity must be adopted to enhance alternate modes of transportation by one of two options. Targets must be established and implemented for increasing use of alternate modes of transportation in mixed use areas. These requirements avoid principal reliance on any one mode of transportation. However, the primary method of assuring balance between land use and transportation in the functional plan is the use by cities and counties of alternate level of service standards for mixed use areas and use of congestion management actions in Title 6, Section 4. These policies would be used, as needed, wherever planned transportation facilities are insufficient to serve land uses planned to implement Title 1.

If city or county transportation facilities are significantly affected by traffic congestion from Title 1 increased land use capacities in mixed use areas, Title 6, Section 4.B and C require that a policy decision be made about whether to change the plan's "design requirement" to a level of service consistent with Section 4.B. If the alternate level of service standard is not used, an exception to Title 1 may be requested under Title 8 procedures to the extent needed to retain the land use/transportation balance by limiting land uses. If the functional classification and identified capacity of a transportation facility are affected by the new balance of land use and transportation using the optional level of service and other Title 6 requirements, they must be amended in the plans as part of exercising the alternate level of service option.

The greatest potential for transportation planning changes to retain consistency with new land uses is in the mixed use areas of Central City, Regional Centers, Town Centers, Main Streets and

Station Communities. The greatest increases in capacity for houses and jobs are directed by Table 1 to occur in these areas. For these areas, Title 6, Section 4 establishes regional performance standards. First, Section 4.A. requires alternate mode analysis to establish and implement alternative mode targets to reduce motor vehicle congestion. If a road remains out of balance with land uses, congestion analysis and management are applied. For mixed use areas, the alternative Level of Service in 4.B.1 may be applied to the road in the city or county transportation plan. If that relaxed level of service standard is exceeded, the accessibility analysis in 4.B.2 is used. If regional accessibility is impacted, the congestion management actions must be taken. Only if the road remains inconsistent with land uses are road capacity improvements planned to retain the balance between transportation facilities and land uses.

For roads outside mixed use areas, the existing regional level of service standard is required by 4.D. Congestion management actions in 4.C are used before adding roads to maintain consistency with land uses. Outside mixed use areas land use capacity is increased primarily by use of minimum densities in Title 1, Section 2. Cities and counties have flexibility in use of minimum densities that may be used to avoid some transportation impacts. If congestion management actions are insufficient to maintain consistency between planned land uses and transportation facilities, an exception from land use requirements to the extent of the inconsistency may be requested under Title 8.

Title 1: Requirements for Housing and Employment Accommodation

Title 1, Section 1 states Metro policy to minimize the amount of UGB expansion needed by 2017 by increasing the capacity of land inside the UGB for development. This is to be accomplished by implementation of 2040 Growth Concept "design types"¹ (Section 3), particularly those identified as "mixed use areas"².

In Section 1, the regional policy establishes that all cities and counties must accommodate a share of the 2017 projected growth in needed houses and jobs. That fair share policy is reflected in Table 1. Target numbers for each city and county in Table 1 are required to be met by Section 6. A step-by-step calculation required to demonstrate these target capacities is in Section 5. Mandatory steps to increase that calculated capacity are in Section 2.A (minimum densities), Section 2.B (prohibit limits on land divisions), Section 2.C (no prohibition of accessory units) and Section 4 (reduce "underbuild").

Table 1, then, has a series of target capacity requirements for each city and county. Jurisdiction-wide capacity for new dwelling units for each jurisdiction is based on a city or county share of the 243,993 dwelling units projected to be needed by 2017. Jurisdiction-wide capacity for new jobs for each jurisdiction is based on a city or county share of the 461,633 jobs to accommodate by 2017.

¹ See Title 10 definition.

² See Table 1 "mixed use areas," footnote 2.

Mixed use areas in each jurisdiction will vary in size, density, and jobs/housing balance. The 2040 Growth Concept is the source of the “persons per acre³” averages for housing and jobs accommodated in each “mixed use area” design type. These averages were used in the feasibility analysis of the 2040 Growth Concept. Since these are aggregated averages for widely varying forms of these design types, these averages are merely recommended as guidelines in Section 7. In mixed use areas, these averages may be exceeded.

Goal 10 and Metro Housing Rule

Titles 1 and 7 contain the direct regional policies related to housing. Many parts of the Goal 10 and LCDC Housing rules are addressed on a regional scale in Title 1. However, city and county comprehensive plans retain the responsibility to comply with the statewide goals and rules comprehensively. Title 1 regional policies supplement and are consistent with the statewide goals and rules. However, if application of Title 1 results in Goal 10 conflicts, a city or county may seek an exception or interpretation under Title 8. Title 8, Section 2.B and RUGGO Objective 5.3 provide the mechanism for a city or county to seek an exception from Table 1 required capacities after the required policies in Title 1, Section 2 have been adopted and their impact estimated. Title 8, Section 2.E assures that cities and counties will not be required to violate Goal 10 to comply with Title 1 or any other requirement of this Functional Plan.

The “minimum residential density allocations” in the Metro Housing Rule are met and exceeded by the required housing capacities in Title 1 and Table 1 with the minimum density requirements of Title 1, Section 2. The “new construction mix” of residential housing types consistent with the Rule encouraged by Title 1 includes redevelopable land and excludes unbuildable land from its analyses consistent with the Rule. Manufactured homes are encouraged in Title 7, Section 3.

Recommendations to improve the availability of affordable housing are included in Title 7, Section 2. The Housing Needs Analysis addresses affordability. Accessory unit policy at Title 1, Section 2.C enhances affordable housing with a new market product that cities and counties must include in their Goal 10 housing projection. The Housing Needs Analysis is a compendium of data about the regional housing market using a housing model to predict housing needs for a 2040 Growth Concept scenario.

Metro has completed a preliminary Housing Needs Analysis using a 2015 population and employment forecast. A regional 2017 housing need has been calculated based on that projection, but a new forecast geographically allocating that estimated housing need has not been completed. This regional work will be completed before the end of the two year compliance period of this Functional Plan.

Cities and counties must complete their own “housing needs projection” to comply with Goal 10. The preliminary estimates of cities and counties required to meet the target capacities in Title 1, Table 1 indicated that the target capacities were feasible even before all the requirements of Title 1 were considered. The regional requirement to allow at least one accessory unit for each detached single family dwelling at Section 2.C, for example, was added to Title 1 after the city and county estimates were completed.

³ See Title 10 definition. This is an aggregate number for persons inside households and working in an area.

Title 1, Section 2.A requires cities and counties to utilize some form of minimum density in all residential zones. Consistent with RUGGO, the Metro Housing Rule, and Goals 5, 6, 7 and 8, Section 2.A.5 excludes this minimum density requirement from application in unbuildable lands and Open Space areas where only low density development, if any, should be allowed.

Use of redevelopable land for housing is encouraged by Title 1, Section 2.B and 4 consistent with the Metro Housing Rule.

Goals 11, 13, 14

The requirement in Table 1 for mixed use areas is to demonstrate the target capacities for new dwelling units and new jobs as part of the jurisdiction-wide totals. The calculated capacities for each mixed use area design type are aggregated for these required capacities. Again, cities and counties may plan and zone these areas somewhat differently for the unique characteristics of each design type area. The regional requirement is to get at least the required capacities in mixed use areas. The jurisdiction-wide capacity requirements are based on accommodating projected population and employment within the current UGB⁴.

This entire approach enhances the policies of Goals 13 and 14. Long-range urban population growth requirements are being accommodated within the UGB. Changes in comprehensive plans and implementing ordinances are required to be changed to maximize efficiency of land uses within the existing urban area. Long-term energy use and costs are being reduced by retaining the compact urban form and designing land uses inside the UGB to create mixed use areas with significant increases in the use of bicycle and pedestrian travel.⁵ Agricultural land adjacent to the UGB is retained. Public facilities can be planned and provided in a more orderly and economic manner by avoiding high cost extensions of water, sewer, storm sewer, telecommunications, and urban roads to accommodate projected population growth outside the current UGB⁶. For any specific area where public facility redevelopment costs to serve increased capacities required by Title 1 would not be orderly and efficient, a process for exceptions of Title 1 requirements for that area is provided in Title 8.

As adopted, Title 1 and Table 1 include requirements to adopt minimum densities, reduce barriers to density, and demonstrate target capacities. Generally, these regional policies are consistent with the statewide goals and the transmittals in the record from cities and counties that indicate the feasibility of these requirements. However, each city and county must comply with statewide goals when it amends its comprehensive plan and land use regulations to implement Title 1 requirements. Prior to that time, if compliance with Functional Plan requirements would cause a city or county to violate a statewide goal, Title 8, Section 8, and RUGGO Objective 5.3 would apply to prevent a violation. (See Goal 2.A. above.)

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⁴ See Urban Growth Report, Table 5.

⁵ See 1994-95 Travel Survey Data Summary Table showing up to 29% of all trips by walking in high density mixed use areas.

⁶ See KCM Utility Feasibility Analysis for Metro 2040 Urban Reserve Study Areas, June, 1996.

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1992 Metro Charter

Urban Growth Report: Forecasts for the Future Discussion Draft, March 5, 1996

- Part 1 - 2015 Regional Forecast
- Part 2 - 2015 Regional Allocation
- Part 3 - Buildable Lands Inventory

Metro Utility Feasibility Analysis for Metro 2040 Urban Reserve Study Areas, prepared by KCM, Inc., June, 1996

2015 Allocation, December 13, 1995, memo from John Fregonese

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Region 2040 (Regional Design Images), May 1994, prepared by Calthorpe

2040 Indicators: Housing and Employment, April 1994, prepared by ECO Northwest

REGION 2040: Creating and Using Descriptive Indicators: Non-Quantifiable Issues - Final Report, February 1994, prepared by Pacific Rim Resources, Inc.

Region 2040 Interim Report, January 1994

Region 2040: Final Report, Phase 1, June 1993, prepared by ECO Northwest

Region 2040: Mixed-Use Urban Centers: Economic and Transportation Characteristics, February 1993, prepared by Cambridge Systematics, Inc.

Region 2040: Choices for the 21st Century, Existing Conditions: Historical and Natural Features

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Future Vision Commission: Carrying Capacity and Its Application to the Portland Metropolitan Area, April 1994, prepared by Wim Aspeslagh

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Future Vision Commission: Work Styles Study, March 1994, prepared by Steve Schriver

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Oregon Business Council, 1992 Oregon Values and Beliefs Study Transit and Growth Management Findings, May 1993, prepared by Decision Sciences, Inc.

Picture This . . . The Results of a Visual Preference Survey, June 1993, prepared by A. Nelessen Associates, Inc.

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Regional Forecast (1990-2040), November 1993, Planning Department Data Resource Center

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Transportation Planning Rule Implementation Regional Guidelines, 1993

Water Descriptive Indicators - Final Report, April 1994, prepared by ECO Northwest

1995 Regional Urban Growth Goals and Objectives (RUGGOs)

1995 Interim Federal Regional Transportation Plan (RTP)

MPAC Recommendation, Urban Growth Management Functional Plan

Resolution No. 96-2288

Metro Policy Advisory Committee (MPAC) Citizen Involvement List

Minutes of MPAC public hearing

Air Quality Maintenance Plan

Resolution No. 90-1189A, Joint Policy Advisory Committee on Transportation (JPACT) Bylaws

1992 Regional Transportation Plan

Green Corridors chart

RUGGO Acknowledgment Report

Analysis of Alternatives (LUTRAQ), Volume 5, May 1996

The LUTRAQ Alternative, Volume 3, October 1992

Regional Transportation Policy, July 25, 1996

March, 1996 Housing Needs Analysis Discussion Draft

Accessory Rental Units in the Portland Area: A Guide for Design, Development & Management, May, 1995

Making an Assessment of Accessory Rental Units in the Portland Area, June, 1996

DEQ State Implementation Plan Revision for Oregon, Section 4.50, July 12, 1996

DEQ Voluntary Maximum Parking Ratios, April 17, 1996

EQC Voluntary Maximum Parking Ratio Program, July 12, 1996

October 3, 1996 Proposed Amendments to Functional Plan

September 26, 1996 2040 Means Business, Industrial Market Evaluation

September 26, 1996 Proposed Amendments to Functional Plan

September 24, 1996 Proposed Amendments to Functional Plan

September 5, 1996 Proposed Amendments to Functional Plan

August 8, 1996 Proposed Amendments to Functional Plan

July 11, 1996 Proposed Amendments to Functional Plan

Minutes of Metro Council Meetings:

- October 24, 1996 Hearing and Work Session
- October 17, 1996 Work Session: Van Brocklin, Wood Village, Bollam letters
- October 10, 1996 Work Session
- Summary of Written Documents, October 7, 1996
- October 3, 1996 Work Session: Hales letter

- September 26, 1996 Work Session
- Written Testimony 63-104
- Written Documents 1-62 (September 5, 12 Hearings)
- September 12, 1996 Meeting and Work Session
- September 5, 1996 Meeting and Public Hearing
- September 5, 1996 Work Session
- August 8, 1996 Meeting (Growth Management Committee Recommendation)
- July 11, 1996 Executive Officer Recommendations
- July 11, 1996 Meeting (MPAC and Executive Officer Recommendations)

Minutes of Metro Council Growth Management Committee:

- August 23, 1996 Draft Urban Growth Management Functional Plan
- August 6, 1996 Draft Urban Growth Management Functional Plan
- August 6, 1996 Minutes, Shaw memo (Title 4)
- August 6, 1996 Packet: July 2, and July 23, 1996 Minutes, Morrissey August 3 memo, draft Title 1, 8 Amendments, Shaw to McLain August 1, 1996 (Title 4), Morissette Amendments
- July, 1996 Written Testimony
- July 30, 1996 Packet: July 16 and July 23 Minutes (Public Hearing), Written Testimony of July 16 and July 23
- July 30, 1996 Minutes
- July 23, 1996 Packet: WRPAC Recommendation (Title 3), Written Testimony of July 16, Testimony Summary, July 23 #01-08
- July 23, 1996 Minutes
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- July 2, 1996 Minutes
- June 18, 1996 Packet: June 6, 18 Minutes, April 24 Proposed Amendments, May 31 Shaw memo (Title 7), Proposed Title 7, Schell, Port, West Linn testimony, Turpel June 18 (MPAC recommendation)
- May 21, 1996 Minutes
- April 30, 1996 Minutes

Staff Memoranda:

- Result of Title 2 Amendments - October 17, 1996
- Councilor Proposed Amendments - October 16, 1996
- Additional Information Concerning Big Box Retail - October 16, 1996
- Big Box Retail Restrictions - October 16, 1996
- Title 4 Proposal - September 4, 1996
- Title 4 Amendments - August 6, 1996
- Functional Plan - HB 2709 - July 30, 1996
- Table 1 Allocations - July 3, 1996

Public Involvement:

- 11/1/96 2040 Public Involvement Mailing List (60,000) 4 diskettes "2040A," "B," "C," "D"
- September 1996 Metro 2040 Framework Council Schedule
- Fall 1996/Winter 1997 Metro 2040 Framework Update

- Spring 1996 Metro 2040 Framework Update
- April 10, 1996 Regional Transportation Plan Update, Public Comment Report
- Fall 1995/Winter 1996 Metro 2040 Framework Update
- Spring/Summer 1995 Metro 2040 Framework Update

Maps

- Parking Maximums
- Industrial and Employment Areas
- Regional Boulevards
- Open Space and Other Lands Excluded from Metro Buildable Lands Inventory

Large Documents and Maps (available at Metro Growth Management Department)

- Industrial and Employment Areas Map
- Vacant Lands Atlas - Clackamas County Residential: Data
- Vacant Lands Atlas - Clackamas County Residential: Maps and Photos
- Vacant Lands Atlas - Multnomah County Residential: Data
- Vacant Lands Atlas - Multnomah County Residential: Maps and Photos
- Vacant Lands Atlas - Washington County Residential: Data
- Vacant Lands Atlas - Washington County Residential: Maps and Photos
- Parking Map - 20 Minute Service
- Employment Land with Parcel Size
- Shopping Mall Redevelopment Map
- Retail Store Locations Map
- Transportation Analysis Zones
- Transit and Pedestrian Friendly Areas
- Fair Share Capacity Allocation
- Zone B (Title 2) Non Residential Lands Map
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 - * August 6, 1996 (2 tapes)
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URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Kvistad Amendment No. 7

(Zone B Parking Recommendations)

Title 2 of the October 29, 1996, draft of the Urban Growth Management Functional Plan is amended as follows:

At lines 305-317:

"2. Cities and counties shall establish parking maximums at ratios no greater than those listed in the Regional Parking Ratios Table and as illustrated in the Parking Maximum Map for Zone A. The designation of the A and B-zones on the Parking Maximum Map should be reviewed after the completion of the Regional Transportation Plan and every three years thereafter. If 20-minute peak hour transit service has become available to an area within a one-quarter mile walking distance for bus transit or one-half mile walking distance for light rail transit, that area shall be added to Zone A. If 20-minute peak hour transit service is no longer available to an area within a one-quarter mile walking distance for bus transit or one-half mile walking distance for light rail transit, that area shall be removed from Zone A. Cities and counties should designate Zone A parking ratios in areas with good pedestrian access to commercial or employment areas (within 1/3 mile walk) from adjacent residential areas."

At line 326:

"...for Zone A ~~and Zone B~~. Parking spaces in parking structures ..."

At line 1194, in Table 2 - Regional Parking Ratios, in the 4th column under "Maximum Permitted Parking Ratios - Zone B:," add "(Recommended)."

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 6A**

(Title 4, Retail in Employment and Industrial Areas)

On page 17 of the October 29, 1996, Urban Growth Management Functional Plan, at Lines 512 to 529, amend Section 2.B of Title 4 to read as follows:

- B. This subsection applies to city and county comprehensive plan designations and zoning ordinances acknowledged by the effective date of this Functional Plan, which allow retail uses larger than 60,000 square feet of gross leasable area per building or business in Employment Areas designated on the attached Employment and Industrial Areas Map. These cities and counties may continue to allow the extent and location of retail uses allowed in Employment Areas on the effective date of this Functional Plan for the specific zones in acknowledged land use regulations listed in Exhibit A of this Title. For all other zones in Employment Areas, these cities and counties are hereby required to amend their comprehensive plans and implementing regulations, if necessary, to require a process resulting in a land use decision for any retail uses larger than 60,000 square feet of gross leasable area per building or business on those lands where such uses are currently allowed by any process. The standards for the land use decision to allow any such retail uses shall require (1) a demonstration in the record that transportation facilities adequate to serve the retail use, consistent with Metro's functional plans for transportation, will be in place at the time the retail use begins operation; and (2) a demonstration that transportation facilities adequate to meet the transportation need for the other planned uses in the Employment Areas are included in the applicable comprehensive plan provisions. If the city and county comprehensive plan designations and zoning ordinances which allow retail uses larger than 60,000 square feet of gross leasable area per building or business in Employment Areas have not been acknowledged by the effective date of this Functional Plan, subsection 2.C. of this Title shall apply.

EXHIBIT A

Blackamas County unincorporated.

3 Commercial
I Commercial Industrial

Lake Oswego

C General Commercial
C Highway Commercial

Mountdale

C General commercial

Willsboro

1 General Commercial

Herwood

C General Commercial

Wigard

-G General commercial
-P Commercial Professional

Wualatin

G Commercial General
O Commercial Office

Wilsonville

DC Planned development commercial

**URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
McLain Amendment No. 15**

(Severability Clause)

Ordinance No. 96-647B is amended as follows to add a severability clause to assure that appeal of any portion of the Functional Plan does not affect the validity of the rest of it:

"THE METRO COUNCIL HEREBY ORDAINS:

3. That the provisions of the Urban Growth Management Functional Plan are separate and severable. The invalidity of any clause, sentence, paragraph, section, subsection, or portion of the Urban Growth Management Functional Plan or the invalidity of the application thereof to any city, county, person or circumstance shall not affect the validity of the remainder of the Urban Growth Management Functional Plan or its application to other cities, counties, persons or circumstances."

URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN
Councilor Monroe Amendment No. 8

(Title 6, Regional Accessibility)

For the purpose of describing the process for motor vehicle congestion analysis to comply with the Transportation Planning Rule for roads outside mixed use areas which are affected by increased housing and job densities.

On pages 23-24 of the October 29, 1996 draft of the Urban Growth Management Functional Plan, amend Section 4 to read as follows:

At line 712: "**Motor Vehicle Congestion Analysis For Mixed Use Areas**"

At line 713: "... use of a transportation facility road as a share of designed capacity."

At line 720: "General Congestion Performance Standards (using LOS*)"

At line 732, add a new section 4.B.3.:

" 3. The identified function or the identified capacity of a road may be significantly affected by planning for Central City, Regional Centers, Town Centers, Main Streets and Station Communities. Cities and counties shall amend their transportation plans and implementing ordinances to either change or take actions as described in Section 4.C., below, to preserve the identified function and identified capacity of the road, if necessary, to retain consistency between allowed land uses and planning for transportation facilities."

At lines 737-748, in section 4.C., amend as follows:

- "1. To address Level of Service the following shall be implemented:
 - a. Transportation system management techniques
 - b. Corridor or site-level transportation demand management techniques
 - c. Additional motor vehicle capacity to parallel facilities, including the consideration of a grid pattern consistent with connectivity standards contained in Title 6 of this plan
 - d. Transit service improvements to increase ridership

2. To address preservation of motor vehicle function:
 - a. Implement ~~T~~raffic calming
 - b. Change the M~~m~~otor vehicle function classification

3. To address or preserve existing street capacity, a-implement ~~T~~ransportation management strategies (e.g. access management, signal interties, lane channelization)."

At line 751, add a new section 4.D.:

"D. Motor Vehicle Congestion Analysis Outside of Mixed Use Areas

Outside of Central City, Regional Centers, Town Centers, Main Streets and Station Communities, and where cities and counties have not elected to use the General Congestion Performance Standards in subsection 4.B of this Title:

- 1. The identified function or the identified capacity of a road may be significantly affected by implementation of this functional plan. Cities and counties shall amend their transportation plans and implementing ordinances to change or take actions as described in Section 4.C., below, to preserve the identified function and identified capacity of the facility, if necessary, to retain consistency between allowed land uses and planning for transportation facilities.**
- 2. The congestion performance standard for designated state highways as identified in the 1990 Oregon Highway Plan shall be the peak and off-peak performance criteria in Appendix F of the 1992 Oregon Transportation Plan.**
- 3. The congestion performance standard for arterials of regional significance identified at Figure 4-2 of Chapter 4 of the 1992 Regional Transportation Plan should be the peak and off-peak performance criteria in Chapter 1, Section D of the 1992 Regional Transportation Plan.**
- 4. Congestion level of service standards are not required for all other roads.**
- 5. If the congestion performance for a road is exceeded or the identified function or identified capacity is inconsistent with land uses, cities and counties shall apply the congestion management actions identified in 4.C.1-3, above. If these actions do not adequately and cost-effectively address the problem, capacity improvements may be included in the comprehensive plan."**



METRO

DATE: November 8, 1996
 TO: Councilor Susan McLain
 FROM: John Fregonese, Growth Management Services Department Director
 RE: **TITLE 4 IMPACT**



You have asked for an assessment of the land base that would be affected by the current language in Title 4, Section 2(b) of the UGM Functional Plan. We have conducted the following analysis.

We selected all parcels that were vacant and greater than 5 acres. We then selected only those that were in the "Employment Areas" in the Functional Plan map. This amounted to 4,585 acres. We then determined what the local zoning was, and reviewed the local codes to determine if they permitted retail uses greater than 60,000 square feet per building. The results were as follows:

Zoning Status	Acres
Commercial Retail Zoning	317
Industrial Zone, Retail Permitted Outright	748
Industrial Zone, Retail Permitted as Conditional Use	1,188
Retail not Permitted	2,332
Total	4,585

The current wording would permit big-box retail in the 317 acres of retail zoning, and in 748 acres of industrial land as well, for a total of 1,065 acres. It appears that industrial zones that permit it as a conditional use would be able to continue to permit it as well, since a conditional use permit process could be construed as "allowing" retail use. This would add 1,188 acres to the total. It is clearly not permitted in the 2,332 acres of industrial land where it is currently prohibited.

This analysis was conducted using tax lot parcels, and is in gross vacant acres. This is not as accurate as the process used for the Urban Growth Report, which discounted vacant land for unbuildable areas, community facilities, etc. However, it provides the Council with an accurate count of the total number and size of parcels that match the description above.

As per requested, the following is a list of current zoning categories that are present within the land designated as 'Employment Areas' on the Title 4 map.

This data reflects the current condition parcels that are both vacant and five acres or larger.

Clackamas County unincorporated.

C3 Commercial 19 acres
Retail Permitted
C1 Commercial Industrial 19 acres
Retail Permitted
RU10 Residential 126 acres
Retail not permitted
I2 Industrial 130 acres
Retail Permitted
I3 Industrial 80 acres
Retail Permitted
R20 Residential 110 acres
Retail not permitted

Gladstone

OP Office Park 17 acres
Retail permitted as conditional use.

Lake Oswego

GC General Commercial 7 acres
Retail permitted.
HC Highway Commercial 12 acres
Grocery over 25,000 permitted
IP Industrial Park 22 acres
Retail permitted as a conditional use
R5 Residential High Density 5 acres
Retail not permitted

Milwaukie

BI Business Industrial 10 acres
Retail not permitted

Oregon City

I1 Light Industrial 146 acres
Retail not permitted
R10 Residential 43 acres
Retail not permitted

Retail permitted as a conditional use

LI Light Industrial 457 acres
Retail permitted as a conditional use

LDR7 Low Density Residential 22 acres
Retail not permitted

MDR24 Moderate Density Res. 29 acres
Retail not permitted

OFR Office Residential 7 acres
Retail not permitted

Portland

EG2 General Employment 2 145 acres
Retail permitted

IG2 General Industrial 2 211 acres
Retail permitted as a conditional use

IH Heavy industrial 58 acres
Retail permitted as a conditional use

OS Open Space 7 acres
Retail not permitted

Troutdale

GC General commercial 9 acres
Retail permitted

GI General Industrial 16 acres
Retail not permitted

Washington County Unincorporated

AF10 Ag/Forest 77 acres
Retail not permitted

AF20 Ag/Forest 27 acres
Retail not permitted

AF5 Ag/Forest 11 acres
Retail not permitted

EFU Exclusive Farm Use 100 acres
Retail not permitted

FD10 Future Development 124 acres
Varies by site.

IND Industrial 141 acres
Retail permitted as a conditional use

INST Institutional 53 acres
Retail not permitted

Merwood

C General Commercial 59 acres
Retail permitted

DR High density residential 11 acres
Retail not permitted

P Institutional public 9 acres
Retail not permitted

DR Low density residential 20 acres
Retail not permitted

I Light industrial 93 acres
Retail permitted

DRH Med. density Res. High 40 acres
Retail not permitted

Highard

-G General commercial 69 acres
Retail permitted

-P Commercial Professional 36 acres
Retail permitted

-L Industrial light 51 acres
Retail not permitted

-P Industrial Park 7 acres
Retail permitted with conditional use

Qualatin

CG Commercial General 41 acres
Retail Permitted

CO Commercial Office 13 acres
Retail Permitted

CML Medium density residential 22 acres
Retail not permitted

Wilsonville

PDC Planned development commercial 11 acres
Retail Permitted

PDI Planned development industrial 18 acres
Retail permitted with conditional use

PDR Planned development residential 27 acres
Retail Not permitted

EXHIBIT A
MAY 11 1956 Y

Clackamas County unincorporated.		
C3	Commercial	17
CI	Commercial Industrial	19
Lake Oswego		
GC	General Commercial	7
HC	Highway Commercial	12
Troutdale		
GC	General commercial	9
Hillsboro		
C1	General Commercial	72
Sherwood		
GC	General Commercial	59
Tigard		
C-G	General commercial	69
C-P	Commercial Professional	26
Tualatin		
CG	Commercial General	41
CO	Commercial Office	13
Wilsonville		
PDC	Planned development commercial	11

Total 367



METRO

GROWTH MANAGEMENT COMMITTEE REPORT:
CONSIDERATION OF RESOLUTION NO. 96-2419.

Date: November 12, 1996

Presented by Councilor McLain

Committee Recommendation: At the November 5, 1996 meeting, the committee voted 2 to 0 to recommend council adoption of Resolution # 96-2419. Voting in favor, councilors McCaig and McLain.

Committee Issues/Discussion: Rosemary Furfey, staff with the Growth Management department, gave the staff report. This resolution:

- Authorizes Metro to sign an Intergovernmental Agreement forming a Regional Water Providers Consortium.
 - Endorses the Regional Water Supply Plan as the region's water supply strategy for the future.
 - Declares that Metro will allocate approximately (sic) \$10,000 in '96-'97 dues to the Consortium, and
- Appoints Metro members to the Consortium Board and Technical Committee.

Ms. Furfey explained that our legal counsel was part of the team that drafted the language of the IGA, and that we retain all current authority.

Counselor McFarland wanted assurance that there had been sufficient opportunity for citizen input. Ms. Furfey stated that there was and outlined several examples.

Dale Sherbourne, a citizen associated with The Water Forum and Concerned Citizens with Water Management expressed strong opposition to adoption of the Regional Water Supply Plan and to signing the IGA. His main concerns were protection of the Bull Run and Little Sandy watersheds and that Portland not take drinking water from the Willamette River.

Resolution 2419 was amended at the request of councilor McLain to emphasize the issues of public participation, water conservation, and the linkage between land use planning and water supply planning.

M E T R O G R A M

To: Metro Councilors

NEWS TIPS FROM PLANET RECYCLING!

Dateline: June 13, 1996 - 2:00 p.m.

METRO RECYCLING INFORMATION ZEROING IN ON ALL-TIME RECORD! STOP
TOPPING 100,000 CALLS THIS YEAR. STOP
ETA FOR 100,000th CALLER WEEK OF JUNE 17. STOP
COUNTDOWN CONTINUES, ADVISORIES TO FOLLOW. STOP

Sender: Councilor Ruth McFarland
Metro Executive Officer Mike Burton