

STAFF REPORT

Agenda Item No. 8

Meeting Date: September 22, 1987

EXECUTIVE SESSION IN ACCORDANCE WITH
ORS 192.660 (1) (e) RELATING TO THE
PURCHASE OF REAL PROPERTY FOR THE OREGON
CONVENTION CENTER

Date: September 14, 1987

Presented by: Tuck Wilson

FACTUAL BACKGROUND AND ANALYSIS

On August 13, the Council approved resolutions authorizing final offers and, if necessary, condemnation of the parcels not currently under public control on the convention center site.

This Executive Session is scheduled to allow the Council to deal with any settlement offers which the PDC may recommend, and will be held only if such offers are in-hand at the time of the Council's meeting.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer's recommendation on any outstanding settlement offers will be provided during the Executive Session.



METRO

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

Memorandum

Date: September 21, 1987
To: Metro Councilors
From: Ray Barker, Council Assistant
Regarding: COMMITTEE REPORTS ON SEPTEMBER 22, 1987, COUNCIL MEETING
AGENDA ITEMS

The following recommendations were made by the Council Management Committee and the Convention Center Committee:

Agenda Item 9.2 Consideration of an Intergovernmental Agreement with the Exposition-Recreation Commission for Marketing Services for the Oregon Convention Center.

Committee Recommendation

Committee recommended tentative approval of intergovernmental agreement pending additional review at September 22 meeting of the Convention Center Committee.

Agenda Item 10.1 Consideration of Ordinance No. 87-228, Adopting Investment Procedures, Establishing Chapter 2.06 of the Metro Code, and Declaring an Emergency.

Committee Recommendation

The Committee recommends adoption of the proposed investment policies. The Management Committee considered the policies on August 20, 1987. The proposed ordinance was not before the Committee but the recommended policies are reflected in Ordinance No. 87-228.

Agenda Item 11.2

Consideration of Resolution No. 87-797, for the Purpose of Authorizing Two New Positions (Construction Project Manager and Secretary), Amending the Pay and Classification Plans, and Amending the FY 1987-88 Budget and Appropriations Schedule.

Committee Recommendation

The Committee recommended Council adopt the resolution with the amendment that should it be necessary because of insufficient funds in the General fund contingency, the costs would be allocated to the appropriate Capital fund.

RB/gl
8203C/D3

STAFF REPORT

Agenda Item No. 9.1

Meeting Date: September 22, 1987

REPORT TO THE COUNCIL ON A CONTRACT WITH DAMES &
MOORE TO PROVIDE ENVIRONMENTAL TESTING SERVICES
ON THE CONVENTION CENTER SITE

Date: September 15, 1987

Presented by: Tuck Wilson

FACTUAL BACKGROUND AND ANALYSIS

Among the businesses currently located on the convention center site is Rose City Plating Company. The property has been purchased by Metro for the project, and the relocation of the business is being planned. Because plating companies have in the past been the site of hazardous materials, the Convention Center Project issued an RFP for an environmental audit of this property. It is envisioned that the contract will include testing services for at least one other parcel on the convention center site as well, which has been the past location of underground petroleum storage tanks.

In response to the RFP, five firms provided a proposal:

Reidel Environmental Services
Century West Engineering
Rittenhouse-Zeman & Associates
CH2M/Hill
Dames & Moore

At its September 11 meeting, the Advisory Committee for Design and Construction (ACDC) appointed a subcommittee to interview the three firms which best met the criteria of the RFP. Members of the interview committee were Tom Walsh, Chair of ACDC, Dave Wachob of Turner Construction, Bruce Boyd, former Chief right-of-way agent for ODOT, and Tuck Wilson, Project Director. Interviews of the following finalists took place on Monday, September 14:

Reidel Environmental Services
Dames & Moore
Rittenhouse-Zeman & Associates

Upon conclusion of the interviews, the ACDC subcommittee recommended a contract with Dames & Moore.

Because of the potential implications on the project schedule should hazardous materials be found on the site, the ACDC urged on September 11 that Metro enter into this contract and proceed with this work as soon as possible.

For this reason, the Executive Officer will enter into this contract as an emergency, under the authority granted by Metro Code Section 2.04.053(b) (3) (A), as soon as contract terms can be negotiated. A copy of the approved contract will be available for your information at your September 22 meeting.

STAFF REPORT

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GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 87-9431-CC

BUDGET CODE NO. 52-00-00-8500-30200

FUND: _____ DEPARTMENT: _____

(IF MORE THAN ONE) _____

SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT ENVIRONMENTAL TESTING SERVICES

2. TYPE OF EXPENSE ☒ PERSONAL SERVICES ☐ LABOR AND MATERIALS ☐ PROCUREMENT
☐ PASS THROUGH AGREEMENT ☐ INTER-GOVERNMENTAL AGREEMENT ☐ CONSTRUCTION
☐ OTHER

OR

TYPE OF REVENUE ☐ GRANT ☒ CONTRACT ☐ OTHER

3. TYPE OF ACTION ☐ CHANGE IN COST ☐ CHANGE IN WORK SCOPE
☐ CHANGE IN TIMING ☒ NEW CONTRACT

4. PARTIES METRO & DAMES & MOORE

5. EFFECTIVE DATE 9/14/87 TERMINATION DATE 4/31/88
(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 41,700
PREV. AMEND _____
THIS AMEND _____

TOTAL

\$ 41,700

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1987-88 \$ 41,700

B. BUDGET LINE ITEM NAME LAND AMOUNT APPROPRIATED FOR CONTRACT \$ _____

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF 31-JUL-87, 1987 \$ 10,434,252.50

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

SUBMITTED BY _____ \$ _____ AMOUNT ☐ MBE
SUBMITTED BY five proposals received -- file in project office \$ _____ AMOUNT ☐ MBE
SUBMITTED BY _____ \$ _____ AMOUNT ☐ MBE

9. NUMBER AND LOCATION OF ORIGINALS ① Dames & Moore; ② Metro Contracts; ③ CCP office

10. A. APPROVED BY STATE/FEDERAL AGENCIES? ☐ YES ☐ NO ☒ NOT APPLICABLE

B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT ☐ YES ☒ NO

11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? ☐ YES ☒ NO

IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____

12. WILL INSURANCE CERTIFICATE BE REQUIRED? ☒ YES ☒ NO

13. WERE BID AND PERFORMANCE BONDS SUBMITTED? ☐ YES ☒ NOT APPLICABLE

TYPE OF BOND _____ AMOUNT \$ _____

TYPE OF BOND _____ AMOUNT \$ _____

14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)

NAME _____ SERVICE _____ ☐ MBE

NAME _____ SERVICE _____ ☐ MBE

NAME _____ SERVICE _____ ☐ MBE

NAME _____ SERVICE _____ ☐ MBE

15. IF THE CONTRACT IS OVER \$10,000

A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?

☒ YES ☐ NO

B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?

☐ YES DATE _____ INITIAL _____

16. COMMENTS:

No budget amendment required. Can be accommodated within "Land" line item. Charged here as an "appraisal" type cost.

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

DEPARTMENT HEAD

FISCAL REVIEW

BUDGET REVIEW

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

COUNCIL REVIEW

(IF REQUIRED)

1. _____
COUNCILOR

DATE _____

2. _____
COUNCILOR

3. _____
COUNCILOR

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM

B. CONTRACTS OVER \$10,000

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this 17 day of September, 1987, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO", whose address is 2000 S. W. First Avenue, Portland, Oregon 97201-5398, and DAMES & MOORE, hereinafter referred to as "CONTRACTOR" whose address is 1220 S.W. Morrison St., Suite 404, Portland, Oregon 97205-2260 for the period September 14, 1987 through April 31, 1988 and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work, Exhibit A, attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with 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, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. That CONTRACTOR is duly licensed and registered and lawfully authorized to perform the required professional services in the state of Oregon and that CONTRACTOR is duly qualified and competent by experience to perform the same;
6. That CONTRACTOR shall neither assign nor transfer any part of the service without the prior written consent of METRO;
7. To comply with any other "Contractor Provisions" attached hereto as so labeled.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed FORTY ONE THOUSAND SEVEN HUNDRED DOLLARS AND NO/100 DOLLARS (\$41,700.00) and in the manner and at the time designated in Exhibit A; and

2. To provide full information regarding its requirements for the Scope of Work, Exhibit A.

BOTH PARTIES AGREE:

1. That the information contained in the September 10, 1987, proposal and attached is incorporated into this Agreement and is attached as Exhibit A;

2. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

3. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the termination; but shall not be liable for indirect or consequential damages;

4. That this Agreement is binding on each party, its successor, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

WARRANTY AND LIABILITY:

1. CONTRACTOR warrants that its services are performed, within the limits prescribed METRO, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in CONTRACTOR's proposals, contracts, or reports.

2. CONTRACTOR's liability shall be limited to \$1,000,000.00 for injury or loss caused by the negligence of CONTRACTOR, its subcontractors, and/or agents hereunder. CONTRACTOR has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.

3. CONTRACTOR's liability for injury or loss arising from (1) radiation, nuclear reaction, or radioactive substances or conditions; (2) any other toxic, irritant, pollutant, or waste gases, liquids, or solid materials, and/or (3) professional errors or omission shall not exceed the amount of insurance required of CONTRACTOR under this agreement.

4. METRO agrees to defend, indemnify, and hold CONTRACTOR harmless to the extent permitted under the Tort Claims Act of

Oregon from any claim, liability, or defense cost in excess of the insurance limits below (paragraph 6) for injury or loss sustained by any party from exposures allegedly caused by CONTRACTOR's performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of CONTRACTOR.

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

6. CONTRACTOR shall provide the following evidence of insurance:

Comprehensive General Liability	\$1,000,000.00
Professional Liability	1,000,000.00
Nuclear Liability	100,000.00

CONTRACTOR shall name Metro as additional insured.
CONTRACTOR will also provide worker's compensation and employers' liability insurance in accordance with the laws of the State of Oregon.

7. Before commencing its services hereunder, the Contractor shall furnish a certificate, satisfactory to METRO, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be cancelled or changed until the expiration of at least thirty (30) days after written notice of such cancellation or change has been mailed and received by METRO.

Dames & Moore

Metropolitan Service District

By: *Ann F. K. [Signature]*

By: *Richard D. Engstrom*

Date: *17 Sept 1987*

Date: *9-17-87*

DMcontract:nsm
9/15/87

[Signature]
Approved as to Form
GENERAL COUNSEL

EXHIBIT A

SCOPE OF WORK

1. Establish and direct a program of exploration, analysis and recommendation as described in Contractor's submittal of September 10, 1987, attached hereto and made a part of this scope of work, for an environmental audit of the Rose City Plating site. Results of the contract shall be a complete study of possible contamination at the Rose City Plating site.

2. Based on the site history previously prepared for Metro and information provided by PDC, determine the location of underground petroleum storage tanks on the convention center site, and report to Metro findings of this work and a work program to undertake investigation of possible contamination at such sites, should such a work program be indicated. Should Metro so authorize, Contractor shall then undertake a program of exploration, analysis, and recommendation for such locations.

3. Prepare and submit to Metro six (6) copies plus one original of a preliminary written report at the completion of the analysis and the site specific study summarizing all explorations, field work, laboratory tests, and office studies relating to the Rose City Plating site. Contractor will issue a final report incorporating comments from Metro (six copies plus one original) after receiving approval from Metro. Reports shall contain recommended "next steps" for Metro. A similar series of reports, with the same requirements noted above, shall be produced for investigation of petroleum storage tanks, should that work be authorized.

4. Time is of the essence of this project. Unless otherwise authorized by Metro, services must be performed within time defined in this Agreement, producing a draft report on the Rose City Plating Site within 40 calendar days of the authorization to proceed. Petroleum storage tank investigation, should such work be authorized, shall also be completed in the most expeditious manner possible, with specific dates to be agreed upon by Metro and the Contractor at the time such work may be authorized.

5. Total compensation for work performed under this agreement shall be limited to \$41,700. Total compensation for work performed analyzing the Rose City Plating Company site shall be limited to \$28,100, which is inclusive of purchase (for \$900.00) of \$1,000,000.00 of professional liability insurance for all work conducted under this agreement. In addition, Metro may authorize Contractor to perform an investigation of up to 8 petroleum storage tanks which may be located on various parcels of the convention center site. Maximum compensation for each petroleum storage tank investigation (including soil samples, laboratory tests, etc), analysis, and report, shall be \$1700.00

for each tank, totaling to a maximum of \$13,600.00 for eight tanks.

6. Metro shall compensate Contractor for all work performed (including plating site and petroleum storage tank investigations) on a time-and-materials basis. Rates shall be as follows:

Project Manager	\$92.22
Chemist	50.46
Project Geologist	41.60
Staff Geologist	50.64
Clerical	33.00

Drilling expenses will be billed at cost plus a 15% handling charge. Chemical or laboratory analyses will be billed at cost plus a 10% handling charge. Allowable expenses for work conducted under this agreement are limited to reasonable travel while on assignment for purposes specified in this agreement, as well as photocopying, special delivery services, long-distance telephone and postage. No other expenses shall be allowable without prior approval by Metro.

7. Each month, Contractor shall submit detailed invoice to Metro for work performed during the previous month, showing actual hours worked and hourly charges by person, as well as actual expenses or costs incurred. Metro shall review billing and pay within 30 days upon receipt of a satisfactory invoice.

8. Metro's representative in administration of this contract shall be the Convention Center Project Director. Contractor's project manager shall be Clive F. Kienle, Jr.



DAMES & MOORE

A PROFESSIONAL LIMITED PARTNERSHIP

1220 S.W. MORRISON ST., SUITE 404, PORTLAND, OREGON 97205-2260 (503) 225-7688

September 10, 1987

Convention Center Project
Metropolitan Service District
2000 S.W. First Avenue
Portland, Oregon 97201-5398

Attention: Mr. Tuck Wilson
Director

Proposal for
Environmental Audit
Rose City Plating Works
Oregon Convention Center
Portland, Oregon

RECEIVED
SEP 10 1987
TURNER CONSTRUCTION CO.
Oregon Convention
Center #4503M

Gentlemen:

Please find enclosed seven copies of our proposal to conduct an environmental audit at the above referenced site. Dames & Moore has recently completed a comprehensive study of chrome contamination in Vancouver, Washington for the Washington Department of Ecology, and is currently designing cleanup measures for the site. This experience would be of great assistance to evaluation of the Rose City Plating site because of the apparent similarities between the geology and groundwater conditions at the Rose City site and the Frontier Hard Chrome site in Vancouver.

Clive F. (Rick) Kienle, Jr. would be the Dames & Moore project manager for the environmental audit of the Rose City Plating works. Dr. Kienle supervised the geologic study of contaminant migration at the Frontier Hard Chrome site. He is in charge of Dames & Moore's hydrogeology and geology services in Oregon.

The terms and billing rates included in our proposal are fixed for 90 days. Furthermore, we agree not to exceed the estimated cost for the scope of work proposed without your prior consent. We thank you for the opportunity to submit this proposal, and to assist with the Convention Center Project.

Your authorization of our services and acceptance of our liability provisions can be made by signing in the appropriate space provided below. If you require professional liability limits higher than the standard limits stated by the General Conditions, the additional cost of such higher limits will be billed at a rate of one-tenth percent of the additional coverage, and will be in addition to our estimated fee for the services described herein. Please inform us accordingly of your liability requirements. If our services are authorized without your request for additional liability coverage, it is agreed that the standard limits of liability set forth in the General Conditions will apply.



Convention Center Project
Metropolitan Service District
September 10, 1987
Page -2-

Written authorization for our services is necessary and can be made by returning to us one copy of this proposal signed in the space provided below.

Yours very truly,

DAMES & MOORE
A Professional Limited Partnership

Clive F. Kienle, Jr.
Senior Geologist

P #9/ROSE.L
CFK:cab (7)
8600-005

Attachments: Schedule of Charges
General Conditions

AUTHORIZATION CONFIRMATION:

The scope of services and contractual conditions as described in this proposal are acceptable and Dames & Moore is authorized to proceed.

By _____
(Signature)*

(Printed)

For _____
(Company)*

(Date)

* Individual with authority and company responsible for payment for Dames & Moore services.



PROPOSAL FOR
ENVIRONMENTAL AUDIT
ROSE CITY PLATING WORKS
OREGON CONVENTION CENTER
PORTLAND, OREGON

Site Background Information

In 1925, a one-story, wood-framed residence was constructed on the site. Rose City Plating works was constructed in 1946. The original plumbing permit for the facility (Permit No. 178148) indicates that the building was constructed with two catch basins, or sumps to collect and dispose of water from work area floor and roof drains. Frequently, sumps constructed at that time were open-bottom and allowed collected water to percolate into the subsoils beneath the property. The sumps are located 12 to 25 ft inboard from the city sidewalk and, based on the 1946 permit, are interconnect with the city sanitary sewer with only a 3 in. diameter line. During heavy rains, a 3 in. line probably could not carry all of the roof drains water—which further indicates that the sumps were in fact open-bottom and functional as percolative sumps.

In 1983, a city permit was issued to allow Rose City to discharge effluent containing chrome into the city sewer (Permit 413-011, dated 12-13-83). We do not know the method used for disposal of plant effluent prior to that permit; however, it appears likely that at least a portion of the effluent was discharged directly into the sumps for a period of years.

Logs of water wells, geotechnical borings, and surface exposures indicate that the site is underlain by sands and gravels to a depth of 80 to 100 ft. Our experience in the general area indicates that frequent interbeds of less pervious silty and clayey strata occur in the upper 15 to 30 ft. Groundwater appears to occur at a depth of about 70 ft to 80 ft, near the level of the Willamette River. The direction of groundwater flow is generally from higher areas east of the site towards the river.

As mentioned above, it is our opinion that some time in the last 40 years, effluent-containing chrome was very likely discharged through floor drains and has entered the sand and gravel strata which underlie the site. It is likely that the high permeability of these strata would have permitted the contaminated effluent to percolate downward, with lateral spreading occurring primarily at the interface with less permeable strata. Based on the expected subsurface soil profile, we anticipate that any significant lateral spreading would occur at relatively shallow depths beneath the point of discharge (i.e., within 15 to 30 ft beneath the sump). The large annual volume of rainwater discharged to the building sumps via the roof drains (an estimated 19,000 cu ft) could have contributed to the vertical and lateral transport of the contamination and could have resulted in contamination being forced laterally on the surface of low permeable strata.



Based on the foregoing comments, chrome contamination is mostly likely to be found in the following areas:

- ° In the soil or in groundwater immediately beneath the sumps.
- ° In the groundwater down-gradient from the sumps (i.e., toward the river).
- ° Near the interface of less permeable layers beneath the sumps and either down-gradient or up-gradient from the sumps.

Scope of Work

Since exploration of sampling must be conducted from the public right-of-way, it will not be possible, at this time, to investigate for potential contamination immediately beneath the sumps. Hence, the exploration which we propose will be directed toward evaluating a) groundwater conditions on the down-gradient side of the property and b) subsurface soil conditions around the perimeter of the site. On this basis, our scope of work would consist of the following:

- ° Brief review of site history.
- ° Four to five shallow rotary borings (to depths of 15 to 30 ft).
- ° One deep boring to the water table (70 to 80 ft).
- ° Sampling and analysis of selected soil samples from the borings (deep and shallow).
- ° Sampling and analysis of water from the deep boring.
- ° Data evaluation and interpretation.
- ° Report.

These various phases of our work will be coordinated so as to expeditiously address the purpose and meet your required time schedules.

Review of Site History

Our preliminary review of the site for this proposal indicates a fairly well defined history, as discussed above. Thus, the purpose of this task is limited to determining how effluent from the plating operation was disposed of prior to the issuance of the current sewer permit. During to 1940's and 1960's, it was common practice to dispose of effluent and wash water from work area floors in dry wells or sumps. It is important to estimate the potential quantity of effluent that could have gone into the sumps. Thus, review of city archives will be required to determine the first issue of a permit to dispose of chrome into the city sewer. Insofar as possible, long-time workers at the facility would be located and interviewed in an effort to establish the range of potential effluent quantities.



Shallow Rotary Borings

The purpose of this task is to collect samples of soils adjacent to the plating works and at depths within the zone of potential lateral spreading. If silty or clayey layers are present in the sands and gravels beneath the site and if such layers occur at depths of 15 to 30 ft beneath the sumps, chrome-bearing effluent could have spread laterally above them. Thus, if silty or clayey layers are present in the upper 15 to 30 ft of strata, chrome contamination may be found in soil borings adjacent to the building. Concentrations immediately beneath the sumps would typically be greater.

We believe that four to five borings would be adequate to assess the approximate amount and extent of contamination if silty and clayey layers are present. The borings would be located along N.E. 3rd and N.E. Irving streets, adjacent to the site. Samples would be collected at 3 ft intervals to a depth of 10 ft, and at 5 ft intervals below that depth. Samples would also be extracted from any silty or clayey strata.

Deep Boring

The purpose of this task is to assess the depth of potential contamination and to determine if chrome contamination has reached the groundwater. Based on our present understanding of the site area geology, this exploration would be located at the southwest corner of the intersection of N.E. 3rd and N.E. Irving, which is down-gradient from the sumps. The sample interval for soil samples would be the same as for the shallow borings. The water sample would be taken through a temporary casing and the hole would be sealed after sampling to avoid the expense of constructing and maintaining a monitoring well.

Chemical Analyses

The purpose of this task is to assess the presence of potential contamination from electroplating solution effluent in the soil and groundwater samples. Since analyses for metals are relatively inexpensive, we propose to analyze each soil sample, rather than compositing samples. This will yield the maximum amount of data to assess the depth and lateral extent of any metal contamination present. It will also avoid delays associated with first analyzing composite samples and then re-analyzing samples if contamination is found. Samples will be analyzed for total chrome (Cr) and hexavalent chrome (Cr⁺⁶), cadmium (Cd) and zinc (Zn). Because of our volume of work, we have access to several laboratories that can analyze the samples within two to three weeks of their collection.

Data Analyses

After receipt of the chemical analyses from our subcontract lab, the data will be thoroughly reviewed for accuracy and consistency (QA/QC). Data will be screened for metal contamination, using our in-house software and available data for background levels of metals in the area. If metal contamination is present, maps and cross-sections will be prepared to show the estimated depth and lateral extent of contaminated soil.



If major amounts of contamination are present, the results of this task would provide the basis for design of further studies that would be required. In this instance, Dames & Moore will provide Metro with a scope of work and cost estimate for those additional studies.

Schedule

Dames & Moore will commit to completing the study through the Draft Report within 40 calendar days of authorization. If Metro desires, this time can be shorted to 30 days by payment of a priority charge for the chemical analyses. We can begin work on the site history review within 48 hours of your authorization. Depending upon availability of drillers, we anticipate starting drilling within 5 to 10 days of authorization. The drilling and sampling program will be "fast-tracked" and scheduled for completion within 6 calendar days of its start.

We have estimated costs for chemistry on the basis of a 2-1/2 week turnaround time. This time can be shortened to 1 week by paying a 100 percent priority fee to the subcontract laboratory. This would increase the total project cost by approximately \$8,730.

Our draft report would be completed within 1 week of our receipt of the chemical analyses. The final report would be available to Metro within 1 week of our receipt of Metro's review.

Estimated Cost

Dames & Moore's fee is based on time, expenses, and materials. Drilling expenses are billed with a 15 percent handling charge. Other rebillables, such as chemical analyses, are billed with a 10 percent handling charge. The cost estimated for this proposed scope of work is \$27,181. Estimated costs are broken down for each task in Attachment A, "Cost Estimate."

Project Staffing

Clive F. (Rick) Kienle, Project Manager - Dr. Kienle has over 15 years experience in geology/hydrogeology in the Pacific Northwest. Dr. Kienle directed geologic studies for Chem-Security Systems, Arlington, Oregon, Hazardous Waste Facility. He has supervised/conducted over 30 environmental audits in the Portland area in the last two years, and has supervised Remedial Investigations of chrome, lead, hydrocarbon, creosote, PCB, pentachlorophenol and other hazardous contamination at numerous sites in the Portland-Vancouver area. He is Principal Investigator for the NL/Gould Superfund site (lead contamination) in Northwest Portland, and supervised geologic studies at the Frontier Hard Chrome Superfund site in Vancouver.

J. E. Pyne, Project Geologist - Mr. Pyne would be responsible for the field program (drilling and sampling), project coordination, and data evaluation. He has over 30 years experience as a professional geologist. Mr. Pyne has conducted numerous investigations of contamination by hazardous and/or toxic materials. He is currently Project Geologist for studies of potential contamination at two major industrial sites in Portland. He participated in Dames & Moore's work at the Arlington Hazardous Waste Facility, and the NL/Gould

Superfund site. He recently was a major contributor to environmental audits of over 50 properties immediately east of the Convention Center site.

Molly Lou Hamill, Geologist - Ms. Hamill will conduct the review of site history, assist with evaluation of data and with the preparation of the report and recommendations. Ms. Hamill has 10 years experience as a professional geologist. She has conducted assessments of numerous sites in the area and is expert in assessing geologic conditions that control contaminant transport and "urban geology" (site histories). She has conducted geologic assessment of the Frontier Hard Chrome, NL/Gould, Boeing of Portland, Arlington Facility, and other industrial facilities.

Dames & Moore will commit these and any other individuals to the project to the full extent required to complete the draft report within 40 calendar days (30 days if Metro agrees to the 100 percent priority fee for chemistry).

Experience

Dames & Moore virtually invented the "environmental audit" and has provided this service to hundreds of clients throughout the U.S.A. over the past decade. A partial list of projects similar to your project follows. All projects listed involved: 1) a tight schedule; 2) a "high risk" facility (electroplater, dry cleaners, refinery, gas station, chemical manufacturer, etc.), and 3) evaluation of potentially hazardous contamination.

<u>Type Facility</u>	<u>Location</u>	<u>Client</u>
Manufacturing Facility	Seattle, WA	Boeing
Manufacturing Facility	Renton, WA	Boeing
Assembly Plant	Everett, WA	Boeing
Manufacturing Facility	Portland	Boeing
Commercial Property	Portland (50+)	Pacific Power & Light
Shopping Center	Beaverton	C.E. John Co.
Shopping Center	Salem	C.E. John Co.
Wood Products Manufacturer	Prineville	American Molding and Milling
Wood Products Manufacturer	Stockton, CA	American Molding and Milling
Shelving Manufacturer	Portland	Equitable
Wood Treatment	Portland	Confidential
Pesticide/Herbicide Mfr.	Seattle, WA	Confidential
Pesticide/Herbicide Mfr.	Portland	Rhone-Poulenc

'ATTACHMENT A

ESTIMATE FOR: AUDIT: ROSE CITY PLATING WORKS EST. BY: C.F. KIENLE
 DATE OF ESTIMATE: 10-Sep-87

ITEM OR SERVICE	UNIT RATE	UNIT	NO. UNITS	AMOUNT	HANDLING CHARGE	SUBTOTAL	TOTAL
1. SITE HISTORY REVIEW							
PROJECT MANAGER	\$92.22	HR	1	\$92.22	\$0.00		
PROJECT GEOLOGIST	\$41.60	HR	1	\$41.60	\$0.00		
STAFF GEOLOGIST	\$50.64	HR	10	\$506.40	\$0.00		
CLERICAL	\$27.00	HR	2	\$54.00	\$0.00		
DRAFTING	\$33.00	HR	2	\$66.00	\$0.00		
COPYING	\$0.10	COPY	50	\$5.00	\$0.50		
SUBTOTAL				\$765.22	\$0.50	\$765.72	
2. SHALLOW ROTARY BORINGS; DRILLING AND SAMPLING							
A. DRILLING CONTRACTOR							
DRILL RIG & CREW	\$8.00	FT	175	\$1,400.00	\$210.00		
STANDBY/SAMPLING	\$95.00	HR	15	\$1,425.00	\$213.75		
MOBILIZATION/DEMOBE	\$40.00	EACH	2	\$80.00	\$12.00		
SUPPLIES	\$50.00	BORING	5	\$250.00	\$37.50		
STEAM CLEANER	\$50.00	DAY	3	\$150.00	\$22.50		
B. DAMES AND MOORE CHARGES							
PROJECT GEOLOGIST	\$41.60	HR	25	\$1,040.00	\$0.00		
FIELD TECHNICIAN	\$26.00	HR	35	\$910.00	\$0.00		
VEHICLE	\$50.00	DAY	4	\$200.00	\$0.00		
SAFETY EQUIP&SUPPLIE	\$25.00	DAY	6	\$150.00	\$0.00		
SAMPLING EQUIP	\$5.00	DAY	3	\$15.00	\$0.00		
DECON SUPPLIES	\$200.00	-	1	\$200.00	\$20.00		
SUBTOTAL				\$5,820.00	\$515.75	\$6,335.75	
3. DEEP BORING; DRILLING AND SAMPLING							
A. DRILLING CONTRACTOR							
DRILL RIG & CREW	\$75.00	HR	30	\$2,250.00	\$337.50		
MOBILIZATION/DEMOBE	\$70.00	HR	2	\$140.00	\$21.00		
MISC. SUPPLIES	\$400.00	-	1	\$400.00	\$60.00		
CASING RENTAL	\$250.00	-	1	\$250.00	\$37.50		
STEAM CLEANER	\$50.00	DAY	4	\$200.00	\$30.00		
B. DAMES AND MOORE CHARGES							
PROJECT GEOLOGIST	\$41.60	HR	12	\$499.20	\$0.00		
FIELD TECHNICIAN	\$26.00	HR	30	\$780.00	\$0.00		
VEHICLE	\$50.00	DAY	3	\$150.00	\$0.00		
SAFETY EQUIP&SUPPLIE	\$25.00	DAY	3	\$75.00	\$0.00		
SAMPLING EQUIP	\$5.00	DAY	3	\$15.00	\$0.00		
DECON SUPPLIES	\$200.00	-	1	\$200.00	\$20.00		
SUBTOTAL				\$4,959.20	\$506.00	\$5,465.20	
4. CHEMICAL ANALYSES							
A. SOIL SAMPLES							
METALS(Cr,Cd,Zn)	\$72.00	SAMPLE	61	\$4,392.00	\$439.20		
HEXAVALENT CHROME	\$10.00	SAMPLE	61	\$610.00	\$192.00		

'ATTACHMENT A

ESTIMATE FOR: AUDIT: ROSE CITY PLATING WORKS EST. BY: C.F. KIENTLE
 DATE OF ESTIMATE: 10-Sep-87

ITEM OR SERVICE	UNIT RATE	UNIT	NO. UNITS	AMOUNT	HANDLING CHARGE	SUBTOTAL	TOTAL
PH	\$20.00	SAMPLE	61	\$1,220.00	\$122.00		
B. GROUNDWATER SAMPLE							
METALS(Cr,Cd,Zn,Cr+6)	\$100.00	SAMPLE	1	\$100.00	\$10.00		
PH	\$16.00	SAMPLE	1	\$16.00	\$1.60		
SUBTOTAL				\$7,558.00	\$755.80	\$8,313.80	
5. DATA EVALUATION AND INTERPRETATION, DRAFT REPORT							
PROJECT MANAGER	\$92.22	HR	12	\$1,106.64	\$0.00		
CHEMIST	\$50.46	HR	4	\$201.84	\$0.00		
PROJECT GEOLOGIST	\$41.60	HR	20	\$832.00	\$0.00		
STAFF GEOLOGIST	\$50.64	HR	20	\$1,012.80	\$0.00		
CLERICAL	\$27.00	HR	4	\$108.00	\$0.00		
DRAFTING	\$33.00	HR	10	\$330.00	\$0.00		
MISC. SUPPLIES	\$200.00	-	1	\$200.00	\$0.00		
COPYING	\$0.10	COPY	300	\$30.00	\$0.00		
SUBTOTAL				\$3,821.28	\$0.00	\$3,821.28	
6. FINAL REPORT							
PROJECT MANAGER	\$92.22	HR	6	\$553.32	\$0.00		
CHEMIST	\$50.46	HR.	1	\$50.46	\$0.00		
PROJECT GEOLOGIST	\$41.60	HR	4	\$166.40	\$0.00		
STAFF GEOLOGIST	\$50.64	HR	2	\$101.28	\$0.00		
CLERICAL	\$27.00	HR	5	\$135.00	\$0.00		
DRAFTING	\$33.00	HR	3	\$99.00	\$0.00		
MISC. SUPPLIES	\$50.00	-	1	\$50.00	\$0.00		
COPYING	\$0.10	COPY	300	\$30.00	\$0.00		
SUBTOTAL				\$1,185.46	\$0.00	\$1,185.46	
TOTAL, TASKS 1 THROUGH 6						\$25,887.21	
PROJECT MANAGEMENT						\$1,294.36	
TOTAL PLUS PROJECT MANAGEMENT						\$27,181.57	

REFERENCES

Mr. Jeff Lammers
American Molding and Milling
(Roger Lammers Co.)
(214) 226-4400

Mr. Jim Johnson
Comptroller
C.E. John Co.
283-5365

Mr. William Kucharski
Manager, Environmental Engr.
Pacific Power & Light
243-5472

'ATTACHMENT A

ESTIMATE FOR: UNDERGROUND TANK ASSESMENT
 DATE OF ESTIMATE: 14-Sep-87

EST. BY: C.F. KIENLE

ITEM OR SERVICE	UNIT RATE	UNIT	NO. UNITS	AMOUNT	H C	HANDLING CHARGE	SUBTOTAL	TOTAL
1. FIND THE TANKS								
STAFF GEOLOGIST	\$50.64	HR	4	\$202.56		\$0.00		
FIELD TECH	\$26.00	HR	4	\$104.00		\$0.00		
EQUIPMENT RENT	\$25.00	HR	4	\$100.00		\$0.00		
SUBTOTAL				\$406.56		\$0.00	\$406.56	
2. DRILL & SAMPLE (PER TANK)								
A. DRILLING CONTRACTOR								
DRILL RIG & CREW	\$8.00	FT	20	\$160.00	1	\$24.00		
STANDBY/SAMPLING	\$95.00	HR	1.5	\$142.50	1	\$21.38		
MOBILIZATION/DEMOBE	\$40.00	EACH	2	\$80.00	1	\$12.00		
SUPPLIES	\$50.00	BORING	1	\$50.00	1	\$7.50		
STEAM CLEANER	\$50.00	DAY	0.25	\$12.50	1	\$1.88		
B. DAMES AND MOORE CHARGES								
PROJECT GEOLOGIST	\$41.60	HR	0.5	\$20.80		\$0.00		
FIELD TECHNICIAN	\$26.00	HR	2.5	\$65.00		\$0.00		
VEHICLE	\$50.00	DAY	0.5	\$25.00		\$0.00		
SAFETY EQUIP&SUPPLIE	\$25.00	DAY	0.5	\$12.50		\$0.00		
SAMPLING EQUIP	\$5.00	DAY	0.5	\$2.50		\$0.00		
TLV METER	\$10.00	HR	2.5	\$25.00		\$0.00		
DECON SUPPLIES	\$50.00	BORING	1	\$50.00	1	\$7.50		
SUBTOTAL				\$645.80		\$74.25	\$720.05	
3. CHEMICAL ANALYSES (PER BORING)								
BTX-SOIL	\$130.00	EA	1	\$130.00	1	\$13.00		
HYDROCARBON (SOIL)	\$90.00	EA	1	\$90.00	1	\$9.00		
SUBTOTAL				\$220.00		\$22.00	\$242.00	
4. EVALUATION AND REPORT (PER BORING)								
SR. GEOLOGIST	\$92.22	HR	0.5	\$46.11		\$0.00		
PROJ. GEOLOGIST	\$41.60	HR	1	\$41.60		\$0.00		
DRAFTING	\$33.00	HR	1	\$33.00		\$0.00		
CLERICAL	\$27.00	HR	1	\$27.00		\$0.00		
MISC. SUPPLIES	\$25.00	-	1	\$25.00		\$0.00		
SUBTOTAL				\$172.71		\$0.00	\$172.71	

APPROXIMATELY \$1700/TANK MAXIMUM




METRO

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

Item 9.1
9/22/87

Memorandum

Date September 22, 1987
To Metro Council
From Tuck Wilson 
Subject Supplemental Information: Environmental Testing Services Contract

Metro Council

Richard Waker
Presiding Officer
District 2

Jim Gardner
Deputy Presiding
Officer
District 3

Mike Ragsdale
District 1

Corky Kirkpatrick
District 4

Tom DeJardin
District 5

George Van Bergen
District 6

Sharron Kelley
District 7

Mike Bonner
District 8

Tanya Collier
District 9

Larry Cooper
District 10

David Knowles
District 11

Gary Hansen
District 12

Executive Officer
Rena Cusma

A member of the Council Convention Center Committee today requested additional information concerning the choice of Dames and Moore for the contract. Primary criteria in making the selection, as noted in the RFP were cost, timeliness, and responsiveness to the work program and current situation on the site.

As noted in the staff report, five firms submitted proposals, and three were interviewed by a subcommittee of the Advisory Committee on Design and Construction (Tom Walsh, Dave Wachob of Turner Construction, Bruce Boyd -- who has faced similar issues as chief right-of-way agent for ODOT, and myself).

Cost shown below are for two aspects of the services contracted: (1) Basic Services were for an environmental audit of the Rose City Plating site (For your information, a confidential memo from PDC on the status of relocation of this firms is attached); and (2) The cost of testing for contamination of up to eight underground petroleum tanks on the site.

The three firms judged most responsive to the RFP were interviewed:

Reidel Environmental Services
Rittenhouse-Zeman
Dames & Moore

The cost of services proposed by each firm, and the considerations leading to the selection of Dames and Moore, is indicated below:

1. Rittenhouse-Zeman (finalist):

Cost for basic services:	\$49,000, \$18,000 for additional work
Timeliness of results:	35 working days, 7 weeks from authorization

Responsiveness: This firm has been on-site for some time doing the geotechnical work for Convention Center foundations. They are familiar with the various aspects of the geology of the area. The time frame proposed is excellent and very comparable with the other organizations who have been most responsive to the RFP.

They were not selected primarily because their proposed costs and fees were substantially more than Dames and Moore and Reidel.

2. Reidel Environmental Services, Inc. (Finalist)

Cost for basic services:	\$34,568, oral quote for additional work of approximately \$8000.00
Timeliness of results:	Interim report seven weeks (49 days) from authorization

Responsiveness: The Reidel organization proposed a general method of obtaining the samples of the soils underneath the building and have included an additional boring attempting to determine whether the sanitary sewer itself has a contamination factor. In the important respects, the work program was similar to that proposed by the recommended contractor, but the cost was over \$6,600.00 more and did not have the level of relevant experience as the selected contractor.

3. Dames & Moore (Selected Contractor)

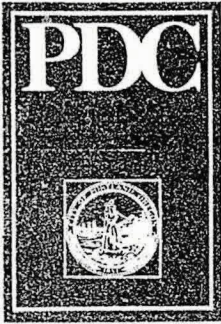
Cost for basic services:	\$27,887.21, \$13,813 for additional work
Timeliness of results:	40 days from authorization

Responsiveness: Dames & Moore have quickly ascertained some facts about the historical features of this site and problems associated with such facilities in the past. Their approach seemed most appropriate to the questions at hand in that they proposed perimeter drilling, as opposed to higher cost slant drilling under the site or drilling inside the facility, and documented the appropriateness of that strategy by illustrating that heavy metals and wastewater tend to migrate outward from the source. Dames & Moore also provided the most responsive and cost-effective package of "extra" services related to testing of underground petroleum storage tanks elsewhere on the convention center. Reference checks were excellent.

The contract with Dames & Moore was negotiated to include both the tasks associated with the Rose City Plating Company and additional work to provide testing of underground petroleum tanks on the convention center site, totaling to a not to exceed budget of \$41,700.

Should you have further questions, please feel free to call me or Neil McFarlane of my staff.

attachment



PORTLAND
DEVELOPMENT
COMMISSION

Patrick L. LaCrosse
Executive Director

Commissioners
Angie L. Davis
Harry L. Demorest
Barbara M. Karmel
Neil Kelly
C. Douglas McGregor

CONFIDENTIAL

MEMORANDUM

DATE: September 10, 1987
TO: Tuck Wilson
From: Stan Jones *Stan*
SUBJECT: Relocation of Rose City Plating

Rose City Plating is a small plating plant located at 700 NE 3rd Avenue (Block 22). The business does custom and production plating of items with nickel, copper, brass, bronze, chrome, silver, or gold. The plant occupies a one story building which covers the entire 5,000 sq. foot property site. Mr. Finzer, the previous owner of the property, purchased it in 1973 and used it as the business location of Rose City Plating. In 1985 Mr. Finzer sold the plating business to Nick LeBeck who is the current owner and operator of the plant.

This business was identified as potentially difficult to move during early planning stages for the Convention Center site. Discussions about relocation were begun in December 1986 with the business and a possible relocation site in Sellwood was identified. The site in Sellwood at 7884 SE 13th is the former location of Pacific Metal Finishers, a plating operation. An agreement was finally reached by the LeBecks and the owner of the Sellwood property on August 28, 1987. However, the Sellwood site must be cleaned up to DEQ's satisfaction and left over unusable materials removed from the site. Rose City Plating estimates it will require approximately three months to complete this cleanup. This cannot begin, however, until financial arrangements for purchasing the property are completed. PDC's Economic Development Department is working with this business as a possible PDC loan recipient in order to assist them in being able to make this move.

It will take an estimated additional two months to prepare the building and move Rose City into their new plant and get them operating. Rose City is proposing not to relocate some items but to replace them with new equipment. The lead time required for ordering some of this equipment is 12 to 14 weeks. This may also require some cleanup of items left at the old site during demolition of the building.

PDC is currently soliciting bids on behalf of Rose City for the move of their plant. It is anticipated that the cost of reimbursable relocation costs based on Metro's Relocation Regulations can be determined by the end of the month.

Rose City Plating has been given a 90 day notice to vacate effective October 31, 1987. However, this is not a realistic date by which their relocation to a new site could be accomplished. Moving by this date would require payment of storage costs and considerable down time for the business. Given the delicate financial condition of Rose City it would possible not be able to withstand even a short period of non-production time.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 87-9431-CC

BUDGET CODE NO. 52-00-00-8500-30200

FUND: _____ DEPARTMENT: _____

(IF MORE THAN ONE) _____

SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT ENVIRONMENTAL TESTING SERVICES

2. TYPE OF EXPENSE

<input checked="" type="checkbox"/> PERSONAL SERVICES	<input type="checkbox"/> LABOR AND MATERIALS	<input type="checkbox"/> PROCUREMENT
<input type="checkbox"/> PASS THROUGH AGREEMENT	<input type="checkbox"/> INTER-GOVERNMENTAL AGREEMENT	<input type="checkbox"/> CONSTRUCTION
		<input type="checkbox"/> OTHER

OR

TYPE OF REVENUE ☐ GRANT ☒ CONTRACT ☐ OTHER

3. TYPE OF ACTION

<input type="checkbox"/> CHANGE IN COST	<input type="checkbox"/> CHANGE IN WORK SCOPE
<input type="checkbox"/> CHANGE IN TIMING	<input checked="" type="checkbox"/> NEW CONTRACT

4. PARTIES METRO & DAMES & MOORE

5. EFFECTIVE DATE 9/14/87 TERMINATION DATE 4/31/88
(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:

ORIGINAL/NEW	\$ <u>41,700</u>
PREV. AMEND	_____
THIS AMEND	_____
TOTAL	\$ <u>41,700</u>

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1987-88 \$ 41,700

B. BUDGET LINE ITEM NAME LAND AMOUNT APPROPRIATED FOR CONTRACT \$ _____

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF 31-JUL-87, 1987 \$ 10,434,252.50

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS ① Dames & Moore; ② Metro Contracts; ③ CCP office

- A. APPROVED BY STATE/FEDERAL AGENCIES? ☐ YES ☐ NO ☒ NOT APPLICABLE
B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT ☐ YES ☒ NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? ☐ YES ☒ NO
IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? ☒ YES ☒ NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? ☐ YES ☒ NOT APPLICABLE
TYPE OF BOND _____ AMOUNT \$ _____
TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
☒ YES ☐ NO
B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
☐ YES DATE _____ INITIAL _____

16. COMMENTS:

No budget amendment required. Can be accommodated within "Land" line item. Charged here as an "appraisal" type cost.

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

DEPARTMENT HEAD

FISCAL REVIEW

BUDGET REVIEW

CONTRACT REVIEW BOARD
(IF REQUIRED) DATE _____

1. _____
COUNCILOR

2. _____
COUNCILOR

3. _____
COUNCILOR

COUNCIL REVIEW
(IF REQUIRED)

DATE _____

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM

B. CONTRACTS OVER \$10,000

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES

Meeting Date: September 22, 1987

REPORT TO THE COUNCIL ON A CONTRACT WITH DAMES &
MOORE TO PROVIDE ENVIRONMENTAL TESTING SERVICES
ON THE CONVENTION CENTER SITE

Date: September 15, 1987

Presented by: Tuck Wilson

FACTUAL BACKGROUND AND ANALYSIS

Among the businesses currently located on the convention center site is Rose City Plating Company. The property has been purchased by Metro for the project, and the relocation of the business is being planned. Because plating companies have in the past been the site of hazardous materials, the Convention Center Project issued an RFP for an environmental audit of this property. It is envisioned that the contract will include testing services for at least one other parcel on the convention center site as well, which has been the past location of underground petroleum storage tanks.

In response to the RFP, five firms provided a proposal:

Reidel Environmental Services
Century West Engineering
Rittenhouse-Zeman & Associates
CH2M/Hill
Dames & Moore

At its September 11 meeting, the Advisory Committee for Design and Construction (ACDC) appointed a subcommittee to interview the three firms which best met the criteria of the RFP. Members of the interview committee were Tom Walsh, Chair of ACDC, Dave Wachob of Turner Construction, Bruce Boyd, former Chief right-of-way agent for ODOT, and Tuck Wilson, Project Director. Interviews of the following finalists took place on Monday, September 14:

Reidel Environmental Services
Dames & Moore
Rittenhouse-Zeman & Associates

Upon conclusion of the interviews, the ACDC subcommittee recommended a contract with Dames & Moore.

Because of the potential implications on the project schedule should hazardous materials be found on the site, the ACDC urged on September 11 that Metro enter into this contract and proceed with this work as soon as possible.

For this reason, the Executive Officer will enter into this contract as an emergency, under the authority granted by Metro Code Section 2.04.053(b)(3)(A), as soon as contract terms can be negotiated. A copy of the approved contract will be available for your information at your September 22 meeting.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this 17 day of September, 1987, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO", whose address is 2000 S. W. First Avenue, Portland, Oregon 97201-5398, and DAMES & MOORE, hereinafter referred to as "CONTRACTOR" whose address is 1220 S.W. Morrison St., Suite 404, Portland, Oregon 97205-2260 for the period September 14, 1987 through April 31, 1988 and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work, Exhibit A, attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with 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, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. That CONTRACTOR is duly licensed and registered and lawfully authorized to perform the required professional services in the state of Oregon and that CONTRACTOR is duly qualified and competent by experience to perform the same;
6. That CONTRACTOR shall neither assign nor transfer any part of the service without the prior written consent of METRO;
7. To comply with any other "Contractor Provisions" attached hereto as so labeled.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed FORTY ONE THOUSAND SEVEN HUNDRED DOLLARS AND NO/100 DOLLARS (\$41,700.00) and in the manner and at the time designated in Exhibit A; and

2. To provide full information regarding its requirements for the Scope of Work, Exhibit A.

BOTH PARTIES AGREE:

1. That the information contained in the September 10, 1987, proposal and attached is incorporated into this Agreement and is attached as Exhibit A;

2. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

3. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the termination; but shall not be liable for indirect or consequential damages;

4. That this Agreement is binding on each party, its successor, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

WARRANTY AND LIABILITY:

1. CONTRACTOR warrants that its services are performed, within the limits prescribed METRO, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in CONTRACTOR's proposals, contracts, or reports.

2. CONTRACTOR's liability shall be limited to \$1,000,000.00 for injury or loss caused by the negligence of CONTRACTOR, its subcontractors, and/or agents hereunder. CONTRACTOR has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.

3. CONTRACTOR's liability for injury or loss arising from (1) radiation, nuclear reaction, or radioactive substances or conditions; (2) any other toxic, irritant, pollutant, or waste gases, liquids, or solid materials, and/or (3) professional errors or omission shall not exceed the amount of insurance required of CONTRACTOR under this agreement.

4. METRO agrees to defend, indemnify, and hold CONTRACTOR harmless to the extent permitted under the Tort Claims Act of

Oregon from any claim, liability, or defense cost in excess of the insurance limits below (paragraph 6) for injury or loss sustained by any party from exposures allegedly caused by CONTRACTOR's performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of CONTRACTOR.

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

6. CONTRACTOR shall provide the following evidence of insurance:

Comprehensive General Liability	\$1,000,000.00
Professional Liability	1,000,000.00
Nuclear Liability	100,000.00

CONTRACTOR shall name Metro as additional insured.
CONTRACTOR will also provide worker's compensation and employers' liability insurance in accordance with the laws of the State of Oregon.

7. Before commencing its services hereunder, the Contractor shall furnish a certificate, satisfactory to METRO, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be cancelled or changed until the expiration of at least thirty (30) days after written notice of such cancellation or change has been mailed and received by METRO.

Dames & Moore

Metropolitan Service District

By: *Ann F. K. [Signature]*

By: *Richard D. Engstrom*

Date: *17 Sept 1987*

Date: *9-17-87*

DMcontract:nsm
9/15/87

J. B. [Signature]
Approved as to Form
GENERAL COUNSEL

EXHIBIT A

SCOPE OF WORK

1. Establish and direct a program of exploration, analysis and recommendation as described in Contractor's submittal of September 10, 1987, attached hereto and made a part of this scope of work, for an environmental audit of the Rose City Plating site. Results of the contract shall be a complete study of possible contamination at the Rose City Plating site.

2. Based on the site history previously prepared for Metro and information provided by PDC, determine the location of underground petroleum storage tanks on the convention center site, and report to Metro findings of this work and a work program to undertake investigation of possible contamination at such sites, should such a work program be indicated. Should Metro so authorize, Contractor shall then undertake a program of exploration, analysis, and recommendation for such locations.

3. Prepare and submit to Metro six (6) copies plus one original of a preliminary written report at the completion of the analysis and the site specific study summarizing all explorations, field work, laboratory tests, and office studies relating to the Rose City Plating site. Contractor will issue a final report incorporating comments from Metro (six copies plus one original) after receiving approval from Metro. Reports shall contain recommended "next steps" for Metro. A similar series of reports, with the same requirements noted above, shall be produced for investigation of petroleum storage tanks, should that work be authorized.

4. Time is of the essence of this project. Unless otherwise authorized by Metro, services must be performed within time defined in this Agreement, producing a draft report on the Rose City Plating Site within 40 calendar days of the authorization to proceed. Petroleum storage tank investigation, should such work be authorized, shall also be completed in the most expeditious manner possible, with specific dates to be agreed upon by Metro and the Contractor at the time such work may be authorized.

5. Total compensation for work performed under this agreement shall be limited to \$41,700. Total compensation for work performed analyzing the Rose City Plating Company site shall be limited to \$28,100, which is inclusive of purchase (for \$900.00) of \$1,000,000.00 of professional liability insurance for all work conducted under this agreement. In addition, Metro may authorize Contractor to perform an investigation of up to 8 petroleum storage tanks which may be located on various parcels of the convention center site. Maximum compensation for each petroleum storage tank investigation (including soil samples, laboratory tests, etc), analysis, and report, shall be \$1700.00

for each tank, totaling to a maximum of \$13,600.00 for eight tanks.

6. Metro shall compensate Contractor for all work performed (including plating site and petroleum storage tank investigations) on a time-and-materials basis. Rates shall be as follows:

Project Manager	\$92.22
Chemist	50.46
Project Geologist	41.60
Staff Geologist	50.64
Clerical	33.00

Drilling expenses will be billed at cost plus a 15% handling charge. Chemical or laboratory analyses will be billed at cost plus a 10% handling charge. Allowable expenses for work conducted under this agreement are limited to reasonable travel while on assignment for purposes specified in this agreement, as well as photocopying, special delivery services, long-distance telephone and postage. No other expenses shall be allowable without prior approval by Metro.

7. Each month, Contractor shall submit detailed invoice to Metro for work performed during the previous month, showing actual hours worked and hourly charges by person, as well as actual expenses or costs incurred. Metro shall review billing and pay within 30 days upon receipt of a satisfactory invoice.

8. Metro's representative in administration of this contract shall be the Convention Center Project Director. Contractor's project manager shall be Clive F. Kienle, Jr.



DAMES & MOORE

A PROFESSIONAL LIMITED PARTNERSHIP

1220 S.W. MORRISON ST., SUITE 404, PORTLAND, OREGON 97205-2260 (503) 225-7688

September 10, 1987

Convention Center Project
Metropolitan Service District
2000 S.W. First Avenue
Portland, Oregon 97201-5398

Attention: Mr. Tuck Wilson
Director

RECEIVED
SEP 10 1987
TURNER CONSTRUCTION CO.
Oregon Convention
Center #4503M

Proposal for
Environmental Audit
Rose City Plating Works
Oregon Convention Center
Portland, Oregon

Gentlemen:

Please find enclosed seven copies of our proposal to conduct an environmental audit at the above referenced site. Dames & Moore has recently completed a comprehensive study of chrome contamination in Vancouver, Washington for the Washington Department of Ecology, and is currently designing cleanup measures for the site. This experience would be of great assistance to evaluation of the Rose City Plating site because of the apparent similarities between the geology and groundwater conditions at the Rose City site and the Frontier Hard Chrome site in Vancouver.

Clive F. (Rick) Kienle, Jr. would be the Dames & Moore project manager for the environmental audit of the Rose City Plating works. Dr. Kienle supervised the geologic study of contaminant migration at the Frontier Hard Chrome site. He is in charge of Dames & Moore's hydrogeology and geology services in Oregon.

The terms and billing rates included in our proposal are fixed for 90 days. Furthermore, we agree not to exceed the estimated cost for the scope of work proposed without your prior consent. We thank you for the opportunity to submit this proposal, and to assist with the Convention Center Project.

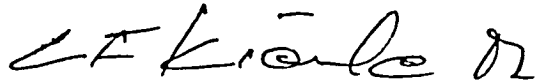
Your authorization of our services and acceptance of our liability provisions can be made by signing in the appropriate space provided below. If you require professional liability limits higher than the standard limits stated by the General Conditions, the additional cost of such higher limits will be billed at a rate of one-tenth percent of the additional coverage, and will be in addition to our estimated fee for the services described herein. Please inform us accordingly of your liability requirements. If our services are authorized without your request for additional liability coverage, it is agreed that the standard limits of liability set forth in the General Conditions will apply.

Convention Center Project
Metropolitan Service District
September 10, 1987
Page -2-

Written authorization for our services is necessary and can be made by returning to us one copy of this proposal signed in the space provided below.

Yours very truly,

DAMES & MOORE
A Professional Limited Partnership



Clive F. Kienle, Jr.
Senior Geologist

P #9/ROSE.L
CFK:cab (7)
8600-005

Attachments: Schedule of Charges
General Conditions

AUTHORIZATION CONFIRMATION:

The scope of services and contractual conditions as described in this proposal are acceptable and Dames & Moore is authorized to proceed.

By _____
(Signature)*

(Printed)

For _____
(Company)*

(Date)

* Individual with authority and company responsible for payment for Dames & Moore services.

PROPOSAL FOR
ENVIRONMENTAL AUDIT
ROSE CITY PLATING WORKS
OREGON CONVENTION CENTER
PORTLAND, OREGON

Site Background Information

In 1925, a one-story, wood-framed residence was constructed on the site. Rose City Plating works was constructed in 1946. The original plumbing permit for the facility (Permit No. 178148) indicates that the building was constructed with two catch basins, or sumps to collect and dispose of water from work area floor and roof drains. Frequently, sumps constructed at that time were open-bottom and allowed collected water to percolate into the subsoils beneath the property. The sumps are located 12 to 25 ft inboard from the city sidewalk and, based on the 1946 permit, are interconnect with the city sanitary sewer with only a 3 in. diameter line. During heavy rains, a 3 in. line probably could not carry all of the roof drains water—which further indicates that the sumps were in fact open-bottom and functional as percolative sumps.

In 1983, a city permit was issued to allow Rose City to discharge effluent containing chrome into the city sewer (Permit 413-011, dated 12-13-83). We do not know the method used for disposal of plant effluent prior to that permit; however, it appears likely that at least a portion of the effluent was discharged directly into the sumps for a period of years.

Logs of water wells, geotechnical borings, and surface exposures indicate that the site is underlain by sands and gravels to a depth of 80 to 100 ft. Our experience in the general area indicates that frequent interbeds of less pervious silty and clayey strata occur in the upper 15 to 30 ft. Groundwater appears to occur at a depth of about 70 ft to 80 ft, near the level of the Willamette River. The direction of groundwater flow is generally from higher areas east of the site towards the river.

As mentioned above, it is our opinion that some time in the last 40 years, effluent-containing chrome was very likely discharged through floor drains and has entered the sand and gravel strata which underlie the site. It is likely that the high permeability of these strata would have permitted the contaminated effluent to percolate downward, with lateral spreading occurring primarily at the interface with less permeable strata. Based on the expected subsurface soil profile, we anticipate that any significant lateral spreading would occur at relatively shallow depths beneath the point of discharge (i.e., within 15 to 30 ft beneath the sump). The large annual volume of rainwater discharged to the building sumps via the roof drains (an estimated 19,000 cu ft) could have contributed to the vertical and lateral transport of the contamination and could have resulted in contamination being forced laterally on the surface of low permeable strata.

Based on the foregoing comments, chrome contamination is mostly likely to be found in the following areas:

- ° In the soil or in groundwater immediately beneath the sumps.
- ° In the groundwater down-gradient from the sumps (i.e., toward the river).
- ° Near the interface of less permeable layers beneath the sumps and either down-gradient or up-gradient from the sumps.

Scope of Work

Since exploration of sampling must be conducted from the public right-of-way, it will not be possible, at this time, to investigate for potential contamination immediately beneath the sumps. Hence, the exploration which we propose will be directed toward evaluating a) groundwater conditions on the down-gradient side of the property and b) subsurface soil conditions around the perimeter of the site. On this basis, our scope of work would consist of the following:

- ° Brief review of site history.
- ° Four to five shallow rotary borings (to depths of 15 to 30 ft).
- ° One deep boring to the water table (70 to 80 ft).
- ° Sampling and analysis of selected soil samples from the borings (deep and shallow).
- ° Sampling and analysis of water from the deep boring.
- ° Data evaluation and interpretation.
- ° Report.

These various phases of our work will be coordinated so as to expeditiously address the purpose and meet your required time schedules.

Review of Site History

Our preliminary review of the site for this proposal indicates a fairly well defined history, as discussed above. Thus, the purpose of this task is limited to determining how effluent from the plating operation was disposed of prior to the issuance of the current sewer permit. During the 1940's and 1960's, it was common practice to dispose of effluent and wash water from work area floors in dry wells or sumps. It is important to estimate the potential quantity of effluent that could have gone into the sumps. Thus, review of city archives will be required to determine the first issue of a permit to dispose of chrome into the city sewer. Insofar as possible, long-time workers at the facility would be located and interviewed in an effort to establish the range of potential effluent quantities.



Shallow Rotary Borings

The purpose of this task is to collect samples of soils adjacent to the plating works and at depths within the zone of potential lateral spreading. If silty or clayey layers are present in the sands and gravels beneath the site and if such layers occur at depths of 15 to 30 ft beneath the sumps, chrome-bearing effluent could have spread laterally above them. Thus, if silty or clayey layers are present in the upper 15 to 30 ft of strata, chrome contamination may be found in soil borings adjacent to the building. Concentrations immediately beneath the sumps would typically be greater.

We believe that four to five borings would be adequate to assess the approximate amount and extent of contamination if silty and clayey layers are present. The borings would be located along N.E. 3rd and N.E. Irving streets, adjacent to the site. Samples would be collected at 3 ft intervals to a depth of 10 ft, and at 5 ft intervals below that depth. Samples would also be extracted from any silty or clayey strata.

Deep Boring

The purpose of this task is to assess the depth of potential contamination and to determine if chrome contamination has reached the groundwater. Based on our present understanding of the site area geology, this exploration would be located at the southwest corner of the intersection of N.E. 3rd and N.E. Irving, which is down-gradient from the sumps. The sample interval for soil samples would be the same as for the shallow borings. The water sample would be taken through a temporary casing and the hole would be sealed after sampling to avoid the expense of constructing and maintaining a monitoring well.

Chemical Analyses

The purpose of this task is to assess the presence of potential contamination from electroplating solution effluent in the soil and groundwater samples. Since analyses for metals are relatively inexpensive, we propose to analyze each soil sample, rather than compositing samples. This will yield the maximum amount of data to assess the depth and lateral extent of any metal contamination present. It will also avoid delays associated with first analyzing composite samples and then re-analyzing samples if contamination is found. Samples will be analyzed for total chrome (Cr) and hexavalent chrome (Cr+6), cadmium (Cd) and zinc (Zn). Because of our volume of work, we have access to several laboratories that can analyze the samples within two to three weeks of their collection.

Data Analyses

After receipt of the chemical analyses from our subcontract lab, the data will be thoroughly reviewed for accuracy and consistency (QA/QC). Data will be screened for metal contamination, using our in-house software and available data for background levels of metals in the area. If metal contamination is present, maps and cross-sections will be prepared to show the estimated depth and lateral extent of contaminated soil.



If major amounts of contamination are present, the results of this task would provide the basis for design of further studies that would be required. In this instance, Dames & Moore will provide Metro with a scope of work and cost estimate for those additional studies.

Schedule

Dames & Moore will commit to completing the study through the Draft Report within 40 calendar days of authorization. If Metro desires, this time can be shorted to 30 days by payment of a priority charge for the chemical analyses. We can begin work on the site history review within 48 hours of your authorization. Depending upon availability of drillers, we anticipate starting drilling within 5 to 10 days of authorization. The drilling and sampling program will be "fast-tracked" and scheduled for completion within 6 calendar days of its start.

We have estimated costs for chemistry on the basis of a 2-1/2 week turnaround time. This time can be shortened to 1 week by paying a 100 percent priority fee to the subcontract laboratory. This would increase the total project cost by approximately \$8,730.

Our draft report would be completed within 1 week of our receipt of the chemical analyses. The final report would be available to Metro within 1 week of our receipt of Metro's review.

Estimated Cost

Dames & Moore's fee is based on time, expenses, and materials. Drilling expenses are billed with a 15 percent handling charge. Other reimbursables, such as chemical analyses, are billed with a 10 percent handling charge. The cost estimated for this proposed scope of work is \$27,181. Estimated costs are broken down for each task in Attachment A, "Cost Estimate."

Project Staffing

Clive F. (Rick) Kienle, Project Manager - Dr. Kienle has over 15 years experience in geology/hydrogeology in the Pacific Northwest. Dr. Kienle directed geologic studies for Chem-Security Systems, Arlington, Oregon, Hazardous Waste Facility. He has supervised/conducted over 30 environmental audits in the Portland area in the last two years, and has supervised Remedial Investigations of chrome, lead, hydrocarbon, creosote, PCB, pentachlorophenol and other hazardous contamination at numerous sites in the Portland-Vancouver area. He is Principal Investigator for the NL/Gould Superfund site (lead contamination) in Northwest Portland, and supervised geologic studies at the Frontier Hard Chrome Superfund site in Vancouver.

J. E. Pyne, Project Geologist - Mr. Pyne would be responsible for the field program (drilling and sampling), project coordination, and data evaluation. He has over 30 years experience as a professional geologist. Mr. Pyne has conducted numerous investigations of contamination by hazardous and/or toxic materials. He is currently Project Geologist for studies of potential contamination at two major industrial sites in Portland. He participated in Dames & Moore's work at the Arlington Hazardous Waste Facility, and the NL/Gould



Superfund site. He recently was a major contributor to environmental audits of over 50 properties immediately east of the Convention Center site.

Molly Lou Hamill, Geologist - Ms. Hamill will conduct the review of site history, assist with evaluation of data and with the preparation of the report and recommendations. Ms. Hamill has 10 years experience as a professional geologist. She has conducted assessments of numerous sites in the area and is expert in assessing geologic conditions that control contaminant transport and "urban geology" (site histories). She has conducted geologic assessment of the Frontier Hard Chrome, NL/Gould, Boeing of Portland, Arlington Facility, and other industrial facilities.

Dames & Moore will commit these and any other individuals to the project to the full extent required to complete the draft report within 40 calendar days (30 days if Metro agrees to the 100 percent priority fee for chemistry).

Experience

Dames & Moore virtually invented the "environmental audit" and has provided this service to hundreds of clients throughout the U.S.A. over the past decade. A partial list of projects similar to your project follows. All projects listed involved: 1) a tight schedule; 2) a "high risk" facility (electroplater, dry cleaners, refinery, gas station, chemical manufacturer, etc.), and 3) evaluation of potentially hazardous contamination.

<u>Type Facility</u>	<u>Location</u>	<u>Client</u>
Manufacturing Facility	Seattle, WA	Boeing
Manufacturing Facility	Renton, WA	Boeing
Assembly Plant	Everett, WA	Boeing
Manufacturing Facility	Portland	Boeing
Commercial Property	Portland (50+)	Pacific Power & Light
Shopping Center	Beaverton	C.E. John Co.
Shopping Center	Salem	C.E. John Co.
Wood Products Manufacturer	Prineville	American Molding and Milling
Wood Products Manufacturer	Stockton, CA	American Molding and Milling
Shelving Manufacturer	Portland	Equitable
Wood Treatment	Portland	Confidential
Pesticide/Herbicide Mfr.	Seattle, WA	Confidential
Pesticide/Herbicide Mfr.	Portland	Rhone-Poulenc

'ATTACHMENT A

ESTIMATE FOR:
DATE OF ESTIMATE:AUDIT: ROSE CITY PLATING WORKS
10-Sep-87

EST. BY: C.F. KIENLE

ITEM OR SERVICE	UNIT RATE	UNIT	NO. UNITS	AMOUNT	HANDLING CHARGE	SUBTOTAL	TOTAL
1. SITE HISTORY REVIEW							
PROJECT MANAGER	\$92.22	HR	1	\$92.22	\$0.00		
PROJECT GEOLOGIST	\$41.60	HR	1	\$41.60	\$0.00		
STAFF GEOLOGIST	\$50.64	HR	10	\$506.40	\$0.00		
CLERICAL	\$27.00	HR	2	\$54.00	\$0.00		
DRAFTING	\$33.00	HR	2	\$66.00	\$0.00		
COPYING	\$0.10	COPY	50	\$5.00	\$0.50		
SUBTOTAL				\$765.22	\$0.50	\$765.72	
2. SHALLOW ROTARY BORINGS; DRILLING AND SAMPLING							
A. DRILLING CONTRACTOR							
DRILL RIG & CREW	\$8.00	FT	175	\$1,400.00	\$210.00		
STANDBY/SAMPLING	\$95.00	HR	15	\$1,425.00	\$213.75		
MOBILIZATION/DEMOBE	\$40.00	EACH	2	\$80.00	\$12.00		
SUPPLIES	\$50.00	BORING	5	\$250.00	\$37.50		
STEAM CLEANER	\$50.00	DAY	3	\$150.00	\$22.50		
B. DAMES AND MOORE CHARGES							
PROJECT GEOLOGIST	\$41.60	HR	25	\$1,040.00	\$0.00		
FIELD TECHNICIAN	\$26.00	HR	35	\$910.00	\$0.00		
VEHICLE	\$50.00	DAY	4	\$200.00	\$0.00		
SAFETY EQUIP&SUPPLIE	\$25.00	DAY	6	\$150.00	\$0.00		
SAMPLING EQUIP	\$5.00	DAY	3	\$15.00	\$0.00		
DECON SUPPLIES	\$200.00	-	1	\$200.00	\$20.00		
SUBTOTAL				\$5,820.00	\$515.75	\$6,335.75	
3. DEEP BORING; DRILLING AND SAMPLING							
A. DRILLING CONTRACTOR							
DRILL RIG & CREW	\$75.00	HR	30	\$2,250.00	\$337.50		
MOBILIZATION/DEMOBE	\$70.00	HR	2	\$140.00	\$21.00		
MISC. SUPPLIES	\$400.00	-	1	\$400.00	\$60.00		
CASING RENTAL	\$250.00	-	1	\$250.00	\$37.50		
STEAM CLEANER	\$50.00	DAY	4	\$200.00	\$30.00		
B. DAMES AND MOORE CHARGES							
PROJECT GEOLOGIST	\$41.60	HR	12	\$499.20	\$0.00		
FIELD TECHNICIAN	\$26.00	HR	30	\$780.00	\$0.00		
VEHICLE	\$50.00	DAY	3	\$150.00	\$0.00		
SAFETY EQUIP&SUPPLIE	\$25.00	DAY	3	\$75.00	\$0.00		
SAMPLING EQUIP	\$5.00	DAY	3	\$15.00	\$0.00		
DECON SUPPLIES	\$200.00	-	1	\$200.00	\$20.00		
SUBTOTAL				\$4,959.20	\$506.00	\$5,465.20	
4. CHEMICAL ANALYSES							
A. SOIL SAMPLES							
METALS(Cr,Cd,Zn)	\$72.00	SAMPLE	61	\$4,392.00	\$439.20		
HEXAVALENT CHROME	\$30.00	SAMPLE	61	\$1,830.00	\$183.00		

'ATTACHMENT A

ESTIMATE FOR: AUDIT: ROSE CITY PLATING WORKS EST. BY: C.F. KIENLE
 DATE OF ESTIMATE: 10-Sep-87

ITEM OR SERVICE	UNIT RATE	UNIT	NO. UNITS	AMOUNT	HANDLING CHARGE	SUBTOTAL	TOTAL
PH	\$20.00	SAMPLE	61	\$1,220.00	\$122.00		
B. GROUNDWATER SAMPLE							
METALS(Cr,Cd,Zn,Cr+6)	\$100.00	SAMPLE	1	\$100.00	\$10.00		
PH	\$16.00	SAMPLE	1	\$16.00	\$1.60		
SUBTOTAL				\$7,558.00	\$755.80	\$8,313.80	
5. DATA EVALUATION AND INTERPRETATION, DRAFT REPORT							
PROJECT MANAGER	\$92.22	HR	12	\$1,106.64	\$0.00		
CHEMIST	\$50.46	HR	4	\$201.84	\$0.00		
PROJECT GEOLOGIST	\$41.60	HR	20	\$832.00	\$0.00		
STAFF GEOLOGIST	\$50.64	HR	20	\$1,012.80	\$0.00		
CLERICAL	\$27.00	HR	4	\$108.00	\$0.00		
DRAFTING	\$33.00	HR	10	\$330.00	\$0.00		
MISC. SUPPLIES	\$200.00	-	1	\$200.00	\$0.00		
COPYING	\$0.10	COPY	300	\$30.00	\$0.00		
SUBTOTAL				\$3,821.28	\$0.00	\$3,821.28	
6. FINAL REPORT							
PROJECT MANAGER	\$92.22	HR	6	\$553.32	\$0.00		
CHEMIST	\$50.46	HR	1	\$50.46	\$0.00		
PROJECT GEOLOGIST	\$41.60	HR	4	\$166.40	\$0.00		
STAFF GEOLOGIST	\$50.64	HR	2	\$101.28	\$0.00		
CLERICAL	\$27.00	HR	5	\$135.00	\$0.00		
DRAFTING	\$33.00	HR	3	\$99.00	\$0.00		
MISC. SUPPLIES	\$50.00	-	1	\$50.00	\$0.00		
COPYING	\$0.10	COPY	300	\$30.00	\$0.00		
SUBTOTAL				\$1,185.46	\$0.00	\$1,185.46	
TOTAL, TASKS 1 THROUGH 6							\$25,887.21
PROJECT MANAGEMENT							\$1,294.36
TOTAL PLUS PROJECT MANAGEMENT							\$27,181.57

REFERENCES

Mr. Jeff Lammers
American Molding and Milling
(Roger Lammers Co.)
(214) 226-4400

Mr. Jim Johnson
Comptroller
C.E. John Co.
283-5365

Mr. William Kucharski
Manager, Environmental Engr.
Pacific Power & Light
243-5472

'ATTACHMENT A

ESTIMATE FOR:
DATE OF ESTIMATE:UNDERGROUND TANK ASSESMENT
14-Sep-87

EST. BY: C.F. KIENLE

ITEM OR SERVICE	UNIT RATE	UNIT	NO. UNITS	AMOUNT	H C	HANDLING CHARGE	SUBTOTAL	TOTAL
1. FIND THE TANKS								
STAFF GEOLOGIST	\$50.64	HR	4	\$202.56		\$0.00		
FIELD TECH	\$26.00	HR	4	\$104.00		\$0.00		
EQUIPMENT RENT	\$25.00	HR	4	\$100.00		\$0.00		
SUBTOTAL				\$406.56		\$0.00	\$406.56	
2. DRILL & SAMPLE (PER TANK)								
A. DRILLING CONTRACTOR								
DRILL RIG & CREW	\$8.00	FT	20	\$160.00	1	\$24.00		
STANDBY/SAMPLING	\$95.00	HR	1.5	\$142.50	1	\$21.38		
MOBILIZATION/DEMOBE	\$40.00	EACH	2	\$80.00	1	\$12.00		
SUPPLIES	\$50.00	BORING	1	\$50.00	1	\$7.50		
STEAM CLEANER	\$50.00	DAY	0.25	\$12.50	1	\$1.88		
B. DAMES AND MOORE CHARGES								
PROJECT GEOLOGIST	\$41.60	HR	0.5	\$20.80		\$0.00		
FIELD TECHNICIAN	\$26.00	HR	2.5	\$65.00		\$0.00		
VEHICLE	\$50.00	DAY	0.5	\$25.00		\$0.00		
SAFETY EQUIP&SUPPLIE	\$25.00	DAY	0.5	\$12.50		\$0.00		
SAMPLING EQUIP	\$5.00	DAY	0.5	\$2.50		\$0.00		
TLV METER	\$10.00	HR	2.5	\$25.00		\$0.00		
DECON SUPPLIES	\$50.00	BORING	1	\$50.00	1	\$7.50		
SUBTOTAL				\$645.80		\$74.25	\$720.05	
3. CHEMICAL ANALYSES (PER BORING)								
BTX-SOIL	\$130.00	EA	1	\$130.00	1	\$13.00		
HYDROCARBON (SOIL)	\$90.00	EA	1	\$90.00	1	\$9.00		
SUBTOTAL				\$220.00		\$22.00	\$242.00	
4. EVALUATION AND REPORT (PER BORING)								
SR. GEOLOGIST	\$92.22	HR	0.5	\$46.11		\$0.00		
PROJ. GEOLOGIST	\$41.60	HR	1	\$41.60		\$0.00		
DRAFTING	\$33.00	HR	1	\$33.00		\$0.00		
CLERICAL	\$27.00	HR	1	\$27.00		\$0.00		
MISC. SUPPLIES	\$25.00	-	1	\$25.00		\$0.00		
SUBTOTAL				\$172.71		\$0.00	\$172.71	

APPROXIMATELY \$1700/TANK MAXIMUM

Meeting Date September 22, 1987

CONSIDERATION OF AN INTERGOVERNMENTAL
AGREEMENT WITH EXPOSITION-RECREATION
COMMISSION FOR MARKETING SERVICES FOR
THE OREGON CONVENTION CENTER

Date: September 14, 1987

Presented by: Tuck Wilson

FACTUAL BACKGROUND AND ANALYSIS

Marketing in the CTS Master Plan

The Regional Convention, Trade & Spectator Facilities Master Plan, adopted by Metro Council in May 1986, recognizes the significance of marketing the convention center to potential users.

The master plan estimates marketing requirements to be \$1 million annually, to be covered by the dedicated portion of the Multnomah County hotel-motel tax (p. 11). Among "action plan" items is the directive to staff to prepare and implement a contract for marketing with the Greater Portland Convention and Visitors Association (GPCVA) and/or other organizations (p. 3).

Laventhol & Horwath Marketing Program Study

In May 1987, prior to initiating a marketing contract, Metro contracted for services of Laventhol & Horwath, a consulting firm with particular expertise nationally in the operations and management of both convention centers and convention/visitors bureaus. The contract called for an assessment of convention center marketing approaches in 11 comparable cities, and a critique of a preliminary marketing plan for the Oregon Convention Center prepared by GPCVA.

The consultant team, led by Charles Johnson, concluded that the appropriate model for Portland, and the one typical in other successful convention cities, would split the marketing work between the convention and visitors bureau and the convention center staff, with GPCVA selling the center on a long-term basis and the center itself marketing local events and infill dates. The center staff also would handle contract

term quoting and contract negotiations leading to actual booking.

Interim Marketing Contract with GPCVA

Council acted on August 26, 1987, to implement the first part of this two-fold recommendation by approving a \$199,828 interim marketing contract with GPCVA. [Council placed a hold on spending in two areas of this contract pending arrival in Portland of the new GPCVA director and his approval of work items for advertising and market research.]

GPCVA's work under this contract has begun. The trade show booth was exhibited at the Portland Showcase and the New York meeting of the American Society of Association Executives (ASAE). A fly-in of several meeting planners from national associations, including ASAE, takes place September 17 and 18. Advertising and collateral materials announcing the convention center are in development.

Proposed E-R Contract

With the GPCVA interim contract in place, the convention center project office developed a draft contract for complementary services from the staff of the Memorial Coliseum, operating under jurisdiction of the Exposition-Recreation Commission. Coliseum staff is functioning as the the center's operating staff prior to determination of roles and responsibilities under a new regional commission.

Services to be provided under this contract include:

- Defining the convention center "product" to meet specific requirements of prospective users
- Defining the convention center market
 - Support national market definition work of GPCVA
 - Lead market definition of local and regional markets, especially for consumer shows, civic events, business events
- Develop convention center advertising/publicity
 - Coordinate with GPCVA's lead role in national advertising and collateral materials
 - Lead placement of advertising for local and regional specialty publications
- Conduct sales and service efforts related to booking convention center space
 - Attend trade shows and conventions [along with GPCVA]
 - Follow-up leads generated by GPCVA

- Generate and follow-up leads for local and regional consumer show and special event business
- Maintain convention center event calendar

The contract specifies coordination between the Coliseum staff and GPCVA. These relationships and coordination procedures are outlined in the attached report.

Amount of the proposed contract is \$225,000 over a one-year period, to be allocated as follows:

Personnel (3 FTE plus benefits)	\$104,000
Advertising	75,000
Materials and services	<u>46,000</u>
Total	\$225,000

The contract provides that, if and when a new commission for convention, trade and spectator facilities is created, this contract shall remain in force until and unless the commission exercises its right to cancel or renegotiate the contract.

Review Process

The draft contract attached herewith was reviewed by the Metro Council Convention Center Committee at its meeting Thursday September 10. In response to committee comments and to the review now underway with Metro contract review personnel, changes may be made. In this event, a revised contract will be reviewed by the Council Convention Center Committee and presented to full Council on September 22.

EXECUTIVE OFFICER'S RECOMMENDATION

The executive officer recommends approval of this contract.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 87-9-430 CC BUDGET CODE NO. 50-00-00-7500-50200
 FUND: CTS DEPARTMENT: Convention Center Project (IF MORE THAN ONE) _____
 SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT MARKETING SERVICES FOR OREGON CONVENTION CENTER

2. TYPE OF EXPENSE ☐ PERSONAL SERVICES ☐ LABOR AND MATERIALS ☐ PROCUREMENT
☐ PASS THROUGH AGREEMENT ☒ INTER-GOVERNMENTAL AGREEMENT ☐ CONSTRUCTION
☐ OTHER

OR

TYPE OF REVENUE ☐ GRANT ☐ CONTRACT ☐ OTHER

3. TYPE OF ACTION ☐ CHANGE IN COST ☐ CHANGE IN WORK SCOPE
☐ CHANGE IN TIMING ☒ NEW CONTRACT

4. PARTIES METRO & PORTLAND EXPOSITION-RECREATION COMMISSION

5. EFFECTIVE DATE 9/30/87 TERMINATION DATE 9/30/88
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 225,000
 PREV. AMEND _____
 THIS AMEND _____

TOTAL

\$ 225,000

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1987-88 \$ 169,000

B. BUDGET LINE ITEM NAME CONTRACTUAL SERVICES AMOUNT APPROPRIATED FOR CONTRACT \$ _____

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF AUGUST 1, 1987 \$ 1,170,000

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS ① DERC; ② CCP OFFICE; ③ CONTRACTS FILE

10. A. APPROVED BY STATE/FEDERAL AGENCIES? ☐ YES ☐ NO ☒ NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT ☐ YES ☒ NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? ☐ YES ☒ NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? ☐ YES ☒ NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? ☐ YES ☒ NOT APPLICABLE
 TYPE OF BOND _____ AMOUNT \$ _____
 TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
☒ YES ☐ NO
 B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
☐ YES DATE _____ INITIAL _____
16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

DEPARTMENT HEAD

FISCAL REVIEW

BUDGET REVIEW

CONTRACT REVIEW BOARD
(IF REQUIRED) DATE _____

1. _____
COUNCILOR

2. _____
COUNCILOR

3. _____
COUNCILOR

COUNCIL REVIEW
(IF REQUIRED)

DATE _____

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000 _____

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

Marketing Contract Relationships

Evaluation of contracts between Metro and (1) Greater Portland Convention and Visitors Association [GPCVA] and (2) E-R Commission staff [Commission staff]

1. Market evaluation and planning

GPCVA takes lead in defining national market; shares results with Commission staff.

Commission staff reviews and comments on GPCVA work; takes lead in defining local and regional market, especially for consumer shows, civic events and local business events.

GPCVA contract provisions

- Market research / national markets (subcontract with research firm)

E-R contract provisions

- Defines convention center capability to meet user requirements
- Market research to identify local and regional markets (from files and contacts)

2. Advertising and media

GPCVA takes lead in creative design of principal convention center advertising and collateral pieces. GPCVA takes lead in national media buy placing these materials. GPCVA also will take lead in public relations steps to gain exposure for the convention center, such as by placing articles in national trade publications and general press.

Commission staff participates in design review; purchases advertising space for local and regional markets. Commission staff takes lead in designing supplemental advertising serving their special markets. This supplemental advertising will be related in theme and look to national campaign materials.

Decisionmaking on creative materials and media buy will be by consensus. GPCVA prevails on national campaign materials, while Commission staff prevails on supplemental advertising. Metro, as contracting agent, has ultimate right of approval and will exercise this right in the event of disagreements on creative direction.

GPCVA contract provisions

- Develop media advertising and buy for national markets; create supporting bid packet and handouts
- Develop and coordinate national public relations strategy

E-R contract provisions

- Collaborate with GPCVA in planning national advertising campaign and collateral materials
- Buy and place advertising for local and regional trade

3. Convention sales

GPCVA will develop trade show booth for exhibition at national, regional and local sales opportunities such as the recent New York trade show of the American Society of Association Executives (ASAE). Sales staff will be added to attend such functions and pursue leads generated through these efforts, advertising campaigns and direct contacts. Meeting planner air-lifts will be continued as a means of bringing prospective users to Portland.

Commission staff, augmented by sales personnel especially for convention center work, will attend trade shows such as ASAE along with GPCVA staff, staff the GPCVA booth, and participate in fly-ins. It will assist GPCVA in "closing the sale" by following up GPCVA-generated leads to explore how the convention center can serve their needs, and ultimately book the business. Commission staff also will initiate and pursue leads for local and regional consumer shows and special event business. Commission staff will take the lead in developing and maintaining the convention center event calendar.

GPCVA contract provisions

- Develop trade show booth
- Exhibit it at Portland Showcase
- Organize special meeting planner fly-in
- Augment sales staff with specialists in national convention business.

E-R contract provisions

- Augment sales staff with convention business specialists
- Attend trade shows to support GPCVA
- Define convention center packages for prospective users; book business
- Maintain event calendar

4. Coordination and communication

References to the coordination and mutual support outlined above are built into tasks in each contract. In addition, the E-R contract specifies the following steps to coordinate with GPCVA:

- Sales meetings twice monthly
- Coordination between sales staffs regarding pursuit of leads
- Coordination of bookings at least weekly
- Marketing meetings at key points in development of creative materials
- Other communication as needed

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT dated this ____ day of September, 1987, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO", whose address is 2000 S. W. First Avenue, Portland, Oregon 97201-5398, and CITY OF PORTLAND EXPOSITION-RECREATION COMMISSION, hereinafter referred to as "CONTRACTOR" whose address is P. O. Box 2746, PORTLAND, OREGON 97208, for the period of September 30, 1987, through September 30, 1988, and for any extensions thereafter pursuant to written agreement of both parties.

WITNESSETH:

WHEREAS, on November 4, 1986, the voters of the Metropolitan Service District approved the financing, construction, and operation of the Oregon Convention Center; and

WHEREAS, the Master Plan for Regional Convention, Trade, and Spectator Facilities and Portland City Council Resolution No. 34-110 provides for the CONTRACTOR to operate the Oregon Convention Center, and other facilities for which it is currently responsible, under a regional commission to be established by Metro; and

WHEREAS, marketing services for the Oregon Convention Center will be required immediately, given the long lead-time associated with booking conventions; and

WHEREAS, this Agreement is exclusively for Personal Services to establish the CONTRACTOR as the marketing agent for local trade show and consumer events at the Oregon Convention Center;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work, Exhibit A, attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable Federal, State and local laws;
4. To maintain records relating to the Scope of Work on a generally recognized basis and to make said records available to METRO at mutually convenient times;
5. To comply with any other "Contract Provisions" attached hereto as so labeled;

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed TWO HUNDRED AND TWENTY-FIVE THOUSAND and NO/100ths (\$225,000) DOLLARS and in the manner and at the time designated in Exhibit B, Compensation; and

2. To provide full information regarding its requirements for the Scope of Work, Exhibit A.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the termination; but shall not be liable for indirect or consequential damages; and

3. The CONTRACTOR shall hold harmless, defend, and indemnify METRO, its officers, agents and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) brought against any of them arising from CONTRACTOR's work under this Agreement;

4. If any dispute under this Agreement cannot be settled by mutual agreement of the CONTRACTOR and Metro within 30 days of having been presented in writing to either party, it shall be submitted to an arbitrator selected by mutual agreement of the parties. In the event the two parties cannot agree on the arbitrator, he or she shall be appointed by the presiding judge (civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitration shall be conducted in Portland, Oregon, and shall be governed by the laws of the State of Oregon and the rules of the Multnomah County Arbitration Program, and shall be as speedy as is reasonably possible;

5. That this Agreement is binding on each party, its successor, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

6. That this Agreement may be amended only by the written agreement of both parties.

**EXPOSITION RECREATION
COMMISSION**

**METROPOLITAN SERVICE
DISTRICT**

By: _____
Chairman

By: _____
(title) _____

By: _____
Secretary/Treasurer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

City Attorney's Office

METRO Legal Counsel

DRAFT

SERVICES FOR MARKETING OF
THE OREGON CONVENTION CENTER FROM
THE EXPOSITION-RECREATION COMMISSION

SCOPE OF WORK

This scope of services outlines required tasks, the proposed time schedule, and budget requirements for activities by staff of the Exposition-Recreation Commission [hereafter referred to as CONTRACTOR] related to marketing of the Oregon Convention Center. Duration of this contract is a one-year period ending September 30, 1988.

PURPOSE OF AGREEMENT

Guidelines for convention center marketing developed by Laventhol & Horwath, under contract to Metro, suggest a strong role for the CONTRACTOR in marketing of the convention center. This parallels a strong marketing role for the of the convention center, once the regional commission has been created.

SERVICES/PRODUCTS PROVIDED

The CONTRACTOR will provide marketing and booking services in coordination with long-range marketing activities being provided under contract to Metro by the Greater Portland Convention and Visitors Association (GPCVA).

Services will include:

- a. *Defining the product to meet the specific requirements of particular prospective users*

The CONTRACTOR will define the capacities of the convention center in specific terms, such as with respect to:

- Square footage available for different purposes (exhibit, banquet, theater, meeting, plenary)
- Space capacities under different seating styles
- Features, amenities, services

- b. *Defining the Oregon Convention Center market*

For the convention and industry trade show markets, the CONTRACTOR will coordinate with and support market definition work underway by GPCVA.

The CONTRACTOR will take lead responsibility for defining the market for consumer shows, civic events and local business events.

Market research will draw upon existing files at the Memorial Coliseum and GPCVA, as well as data in trade publications and contacts with experts in the field.

c. *Developing and implementing advertising/publicity for the convention center*

The CONTRACTOR will collaborate with GPCVA in planning and coordinating production of advertising and collateral materials (sales presentation packet, rack brochure, letterhead, etc.) representing the convention center in the marketing effort.

The CONTRACTOR will buy and place advertising aimed at local and regional trade, consumer and civic event markets, including advertising in trade publications, local newspapers, and by direct mail.

d. *Conducting sales and service efforts related to booking convention center space*

The CONTRACTOR will support the national sales effort directed by GPCVA by:

- Attending trade shows and conventions of associations and meeting planners
- Pursuing, through such means as telephone and written communications and site tours, leads generated by GPCVA and by the CONTRACTOR's own efforts
- Interpreting the capability of convention center to meet requirements of potential users.

Similar activities will be conducted in pursuit of local and regional consumer show and special event business.

In addition, the CONTRACTOR will:

- Maintain the event calendar for the convention center in coordination with GPCVA
- Negotiate and recommend agreements with users regarding future booking of convention center space
- Provide customer services to prospective users to assure that their needs can be met

COORDINATION AND COMMUNICATION

The CONTRACTOR will closely coordinate activities under this agreement with the Greater Portland Convention and Visitors Association (GPCVA), by such means as:

- Sales meetings twice monthly
- Coordination as needed with sales staff to follow up leads
- As-needed coordination of bookings, at least weekly, through manual system until computer capability is available.
- Marketing meetings at key points in development of advertising and collateral materials
- Other communication as needed, including development of an on-line computer system

The CONTRACTOR will report monthly to the director of the convention center project with respect to progress within the tasks outlined above.

COMPENSATION

The CONTRACTOR will be compensated for services provided at cost upon submittal of an approved invoice. The maximum amount METRO shall be obligated to pay the CONTRACTOR pursuant to this agreement, unless amended in writing and signed by both parties, is \$225,000.

The budget for this contract shall be allocated as follows:

Personnel (3 FTE plus benefits)	\$104,000
Advertising	75,000
Materials & services	<u>46,000</u>

Total

\$225,000

The CONTRACTOR shall submit invoices monthly accompanied by a short report summarizing services provided. Billings shall request payment for an amount reflecting actual expenditures to date for each task. These expenditures shall be documented as appropriate, such as by copies of itemized invoices from trade publications and printers. Charges against the advertising portion of this budget shall be documented by invoices and by duplicates of the ads as placed. Billings for staff services shall display the hours charged by the person and their maximum hourly rate, as follows:

Marketing and sales director	\$25 per hour
Sales associate	\$20 per hour
Support staff	\$15 per hour

Expenses allowed for work under this agreement are limited to air fare and per diem expenses related to travel to association trade shows, registration expenses for these trade shows, long-distance telephone, photocopying, special delivery services and postage. No other expenses shall be allowed without prior approval by METRO. Expenses shall be itemized on the monthly invoices.

METRO shall pay the CONTRACTOR within 30 days of receipt and approval of the CONTRACTOR's invoices.

CONTINUATION OF CONTRACT AFTER CREATION OF REGIONAL COMMISSION

If and when a new regional commission for convention, trade and spectator facilities is established, this contract shall remain in force until and unless the commission exercises the right to cancel or renegotiate the contract.



**HOWARD
COOPER
CORPORATION**

8501 N. E. KILLINGSWORTH
P. O. BOX 3704 • PORTLAND, OREGON 97208 • (503) 256-5600

September 18, 1987

Mr. Mike Ragsdale
Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398

Dear Councilor:

Since I will be unable to attend the next meeting, I would like to respond to two items.

1. Regarding the \$200,000 contract with the ER Commission for a marketing agreement, I believe this is money that will be well spent. Since we will be dealing with a group that is in place, we will have the benefit of their knowledge and ability to further the aim of our getting the word out in attempting to book conventions in Portland.

I realize this is a short term amount until we resolve the whole commission issue, but it is very important that we move ahead with the ER Commission.

2. Draft Report - Laventhol & Horworth, on the operating plan for the convention center. I met with Charlie Johnson from L&H and reviewed the draft. Obviously, there are some items that need to be changed, but the text of the draft seems quite good. In some instances, his numbers are quite conservative, and that is good, but these numbers are taken from present salary structures. The key issue in the draft is the fact that we can generate the gross income as listed in the projections from any number of sources. If we can do that, then our project stands a good chance of being successful.

I will be attending the next meeting and would be happy to answer your questions.

Yours very truly,


Larry L. Cooper

da

cc: David Knoles ✓
Richard Waker
Tuck Wilson

STAFF REPORT

Agenda Item No. 9.3

Meeting Date Sept. 22, 1987

CONSIDERATION OF THE COST AND BENEFIT
OF A SECOND COMPACTOR AT ST. JOHNS LANDFILL

Date: September 3, 1987

Presented by: Richard Owings

FACTUAL BACKGROUND AND ANALYSIS

To increase the life of St. Johns Landfill, the available capacity must be used more effectively. One way to accomplish this goal is to compact the waste more tightly while it is being deposited into the landfill. This approach packs more pounds of waste into each cubic yard of available space.

In order to evaluate this approach, a compaction test was performed during May. The test showed how tightly the waste was being packed and how to increase waste compaction. The test results indicate that the addition of a second compactor during peak hours of waste flow could allow 12% more waste to be packed into each cubic yard of available capacity. Assuming a flow of 660,000 tons per year of solid waste, the use of a second compactor would add between three and six months to the useful life of St. Johns.

Our contractor, Browning Ferris Industries, has quoted a price of \$118.29 per hour to operate eight hours per day, five days per week for a minimum of 4,992 hours. This equals \$590,504 for all expenses connected with operating a second compactor. Assuming that 660,000 tons of solid waste will be incorporated into the landfill per year for \$246,043 per year, the additional impact on disposal rates would be about 37 cents per ton.

The use of a second compactor would allow between 165,000 and 330,000 additional tons to be packed into St. Johns Landfill. The number of additional tons depends on whether Metro is allowed to refill Subarea 2. With a \$590,504 compactor cost, the cost of each additional ton would be \$1.79 to \$3.58. This compares to a minimum of \$16.00 per ton to divert waste to the Marion County Energy Recovery facility.

The attached Change Order to the St. Johns Operations Contract directs our contractor to operate a second compactor eight hours per day, five days per week, for 4,992 hours over a three-year period. Payment shall be for each hour that the compactor is actually compacting waste. Also, the change order requires that the compactor run over the waste four times (Note: only two

passes are required for existing compactor) to compact it more tightly.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends that the Council approve the Change Order.

CHANGE ORDER NO. 1
TO THE CONTRACT DOCUMENTS
FOR OPERATION OF THE ST. JOHNS LANDFILL
(CONTRACT NO. 85-8-881-SW)

This Change Order is entered into pursuant to Article 22 and covers the additional work described herein for the increased compensation indicated.

The parties hereto agree as follows:

1. Contractor shall perform the following additional work:
 - a. In addition to the equipment listed in Item 2.29 (Landfill Equipment) of Part 4 (Operations Plan and Specifications), Contractor shall furnish an additional sanitary landfill compactor (280 or greater horsepower; 66,000 lbs. or greater operating weight), which is suitable for arduous, heavy-duty service. Metro shall be the sole judge of the conformance of any compactor furnished to these specifications.
 - b. Contractor shall operate the above-described compactor eight hours per day between 8:00 a.m. and 6:00 p.m., Monday through Friday, for the remaining term of the agreement.
 - c. Contractor shall repair and place the compactor in fully operable condition within 48 hours after any breakdown or provide a comparable compactor as a replacement at no additional cost to Metro. Contractor shall provide an acceptable replacement compactor in the event that repair of equipment within 48 hours is physically impossible and shall be remunerated for replacement compactor in accordance with number 2 below.
 - d. Contractor shall be responsible for all costs in any way connected with this compactor.
2. For this performance by Contractor of the additional work described, Metro shall pay Contractor \$118.29 for each hour of actual operation of the compactor. "Actual operation" shall mean that period of time when the compactor is in motion and is compacting solid waste according to the requirements of Item 2.10 (Spreading and Compacting of Refuse) of Part 4 (Operations Plan and Specifications). Actual operation shall be measured primarily from a daily log of the hour meter on the compactor. However, Metro shall reserve the right to visually verify the operation of the additional compactor for remuneration purposes.

3. Contractor shall cease operation of the compactor upon five days written notice from Metro, given at any time after 4,992 hours of actual operation by the Contractor or after three years from the date of execution of this agreement, whichever is earlier. Metro shall not be obligated to pay contractor for any operation of the compactor performed after the date specified in the above described notice.
4. The last sentence of Item 2.29 (Landfill Equipment) of the Contract is amended to read "At least five items of sanitary landfill equipment used for spreading and compacting shall be operable at all times."
5. Each layer shall be compacted by an adequate number of passes, provided that all portions of the layer shall have been compacted a minimum of four times.
6. All other terms and conditions of the original agreement remain in full force and effect.

Signed _____
Metropolitan Service District

Signed _____
Browning Ferris Industries
Contractor

CONSIDERATION OF A CONTRACT WITH
SUN ROOFING AND GUTTERS, INC. FOR
ZOO ROOF REHABILITATION PROJECTS

DATE: Sept. 14, 1987

Presented by: Allan J. Goff

FACTUAL BACKGROUND AND ANALYSIS

Staff has determined that there is a need to rehabilitate roofs on the following Zoo buildings: Pachyderm House, Giftshop/Tiger Terrace Cafe/Restroom, Education Office Building, Hay Storage/Auto/Electric Shops and the Nursery.

The condition of the existing asphalt membrane roofs, average age approximately 25 years, has continued to deteriorate due to age and weather. There has been interior structural damage in several areas as a result of water damage, which continued patching over the years has not adequately addressed. Facility tenants have reported slick floors as well as water damage to merchandise, equipment and supplies. The proposed rehabilitation materials, properly applied, should give these roofs a minimum life span of 25-30 years.

An invitation to bid was advertised for these roof rehabilitation projects, with a mandatory pre-bid conference held on September 1, 1987. Only one proposal was received by the due date of September 11, 1987. Sun Roofing and Gutters, Inc. bid \$66,100.00. Staff recommends accepting this bid.

Funds for this project are in the Facilities Management Division's capital outlay budget.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of this contract.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 87-9- 427-Z BUDGET CODE NO. 20_03_00_8510_00000
FUND: Zoo DEPARTMENT: Fac. Mgmt. (IF MORE THAN ONE) - - - -
SOURCE CODE (IF REVENUE) - - - -

INSTRUCTIONS

1. OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
2. COMPLETE SUMMARY FORM.
3. IF CONTRACT IS —
 - A. SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - B. UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - C. OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - D. OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
4. PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Rehabilitate several roofs at Zoo

2. TYPE OF EXPENSE ☐ PERSONAL SERVICES ☒ LABOR AND MATERIALS ☐ PROCUREMENT
☐ PASS THROUGH AGREEMENT ☐ INTER-GOVERNMENTAL AGREEMENT ☐ CONSTRUCTION
☐ OTHER

OR

TYPE OF REVENUE ☐ GRANT ☐ CONTRACT ☐ OTHER
3. TYPE OF ACTION ☐ CHANGE IN COST ☐ CHANGE IN WORK SCOPE
☐ CHANGE IN TIMING ☒ NEW CONTRACT

4. PARTIES Sun Roofing & Gutters, Inc.

5. EFFECTIVE DATE 9/24/87 TERMINATION DATE 11/1/87
(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 66,100.00
PREV. AMEND _____
THIS AMEND _____
TOTAL \$ 66,100.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 198 7-8 8 \$ 168,116.00
B. BUDGET LINE ITEM NAME Bldgs, Exh./Enc AMOUNT APPROPRIATED FOR CONTRACT \$ 61,500.00
C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Sept., 1987 \$ 165,027.00

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

Sun Roofing & Gutters, Inc. \$ 66,100.00 ☐ MBE
SUBMITTED BY _____ AMOUNT
SUBMITTED BY _____ \$ _____ AMOUNT ☐ MBE
SUBMITTED BY _____ \$ _____ AMOUNT ☐ MBE

9. NUMBER AND LOCATION OF ORIGINALS 3

10. A. APPROVED BY STATE/FEDERAL AGENCIES? ☐ YES ☐ NO ☒ NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT ☐ YES ☒ NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? ☐ YES ☒ NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? ☐ YES ☒ NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? ☐ YES ☐ NOT APPLICABLE They will be.
 TYPE OF BOND Bid AMOUNT \$ 3,750.00
 TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
☒ YES ☐ NO
 B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
☐ YES DATE _____ INITIAL _____
16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

J. M. Rupp
 DEPARTMENT HEAD
Donald R. Cox, 9/14/87
 FISCAL REVIEW
Elmer Orrin
 BUDGET REVIEW 9-15-87

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

1. _____
 COUNCILOR
 2. _____
 COUNCILOR
 3. _____
 COUNCILOR

COUNCIL REVIEW

(IF REQUIRED)

DATE _____

LEGAL COUNSEL REVIEW AS NEEDED:

- A. DEVIATION TO CONTRACT FORM _____
 B. CONTRACTS OVER \$10,000 _____
 C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

ZOO ROOF REHABILITATION PROJECTS

SCOPE OF WORK

ATTACHMENT "A"

I. GENERAL STATEMENT

Contractor shall provide ALL labor, materials, tools, and equipment required to remove existing built-up roofing materials and install new material in accordance with these specifications and to comply with all fire codes and any roofing products company requirements for certification. Contractor shall be a certified factory installer for Genstar, Celotex, Malarky, OC, GAF, JM, Conglas, or equal roofing products.

II. GENERAL SPECIFICATIONS (Pertaining to all projects within as required)

A. Demolition of existing roofing materials

This provision shall apply to all roofing projects. See specific project for details for that work. Contractor shall be responsible for removing existing built-up roofing materials down to sheeting as shown on attached sketches. All materials removed shall be disposed of off zoo site at Contractor's expense.

B. Area Cleanliness

Contractor shall ensure, at the close of each work day, that the area is free of all debris, materials and equipment. See specific projects for details of project.

C. Protection of zoo visitors, zoo personnel and zoo equipment.

Contractor shall provide sufficient barriers to ensure that zoo visitors and zoo personnel are protected at all times. Contractor shall be responsible to protect all existing roof HVAC and other roof protrusions so as to prevent damage or the unnecessary build-up of tar on their metal surfaces.

D. Inspection Provisions

1. Inspection of sub-roof material

Contractor shall notify project manager upon completion of removal of existing built-up roofing material for the purpose of inspecting for damaged sub-roof material. All sub-roof material shall be inspected for soundness prior to the application of new roofing materials by project manager. Contractor shall provide tools or equipment necessary to determine soundness of all sub-roof materials.

2. Work-in-progress Inspections

Contractor shall provide access to job site for project manager at any time to inspect all work-in-progress. Contractor shall provide personnel for technical assistance during such inspections.

3. Final acceptance inspections

Contractor and Facilities Manager or his designee shall conduct a joint final inspection upon conclusion of all work for that project. Upon final acceptance by project manager, Contractor shall commence work on the next project.

E. Replacement of damaged sub-roof material

Contractor shall be responsible for the replacement of all damaged sub-roof materials. The Washington Park Zoo Facilities Manager or his designee shall be responsible for any decisions concerning replacement of all damaged sub-roof materials prior to replacement by Contractor. In the event replacement has been authorized, only materials of the highest quality normally used in the roofing industry for such replacement shall be used. Once a specific areascope is identified and approved, a change order to the original contract will be issued at the per square unit price on the Written Bid Form.

F. Reapplication of roof

Contractor shall apply new roofing material in accordance with Genstar Products Company specification No. 4P-2-AW-2 or approved equal. This shall include all provisions for certification by Genstar Products Company or equal to apply this product. The

above mentioned specifications are attached and thereby become an integral part of this specification. Contractor shall ensure adequate pitch is maintained to provide for complete draining of roof area.

III. COMPLETION OF WORK

A. Reinstallation of existing roof attachments

1. All existing roof attachments shall be reinstalled in such a manner and at such time during the re-roofing process so as to ensure that all penetrations of the new roofing materials have been completely and totally sealed from water penetration.
2. All roof protrusions shall be totally sealed from the infiltration of water using a sealer approved for such use by the Genstar Products Company or approved equal.

IV. MAINTENANCE AND SAFETY OF CONSTRUCTION AREA

Contractor shall be responsible for the cleanliness and safety of the construction area at all times. All materials removed from the roof such as pea gravel, old built-up roofing materials and damaged sub-roofing materials shall be removed from the zoo grounds prior to the end of each work day. Contractor shall be responsible for the protection of the construction area by establishing a suitable barrier fence to prevent visitor access to the area.

V. PROTECTION OF ZOO LANDSCAPE AND OTHER ZOO PROPERTY

Contractor shall be responsible for the protection of all plantings within the construction area and immediately adjacent to it. This shall include landscape items and any other zoo property located within or immediately adjacent to the construction area. The Contractor shall ensure that visitors and others have free and unobstructed safe access to the zoo during all normal operating hours of the zoo. This shall include zoo personnel performing functions within the building affected.

VI. SPECIFIC PROJECTS

A. **Elephant Barn** - 8,780 sq. ft. (approximate - verify on site)

1. Access

Access to roof shall be provided on north or south building ends only. Remainder of building, except public areas, is restricted. Contractor shall ensure that no personnel enter building without the express consent of the project manager or senior keeper in charge.

2. Roof Drains

Contractor shall replace, using new four lb. led drains, all broken or otherwise damaged roof drains.

3. Water Damaged Sub-roofing

Contractor shall, after consultation with Facilities Manager or his designee, replace all water damaged sub-roofing using similar material to existing to provide absolute match to non-damaged sub-roof.

B. **Giftshop/Tiger Cafe/Restroom** 7,237 sq. ft. (approximate - verify on site)

1. Access

Access to roof shall be from public street side of project.

2. Construction work required prior to demolition Contractor shall be responsible for lifting and supporting the existing roof/building facia. This shall be done in such a manner and using necessary safety precautions in supporting and holding of facia to prevent any damage to the existing facia and protecting the visitors to the zoo at all times. Contractor shall be responsible for replacing any facia damaged during the roofing process.

3. Protection provided to existing roof HVAC systems

Contractor shall be responsible to protect all existing roof HVAC and other roof protrusions so as to prevent damage or the unnecessary build-up of tar on their metal surfaces.

Contractor shall perform re-roof process in such a manner as to ensure total and complete sealing of roof around and under all existing roof HVAC and other roof penetrations.

4. Completion of Work

- a. Existing roof fascia shall be reinstalled in such a manner and at such time during the re-roofing process as to that all penetrations of the new roofing materials have been completely and totally sealed from water penetration.
- b. All roof protrusions shall be totally sealed from the infiltration of water using a sealer approved for such use by the Genstar Projects Company.

C. **Education Office Building** 6,951 sq. ft. (approximate - verify at site)

1. Access

Access to building shall be from public street side or north side of building. Special precautions shall be taken by Contractor to ensure the protection of the zoo visitor and to maintain access to public restrooms at all times.

2. Protection of building occupants

Contractor shall ensure that all precautions are taken to protect building occupants and zoo property during entire re-roofing process. Special precautions shall be exercised during replacement of water damaged sub-roofing. This shall include complete tarping to prevent damage to office spaces below roof.

3. Special Damage

Zoo suspects that inner ceiling/sub-roof structure may be severely damaged from insect infestations. Zoo shall be responsible for the replacement of any primary support beam damaged through insect infestations. Contractor shall be responsible to provide access to zoo personnel for such replacement prior to the replacement of water damaged sub-roofing. Depending on severity of problem, time deadlines may be extended.

D. Nursery Building 2,354 sq. ft. (approximate - verify at site)

1. Access

Access to building shall be from north side of building.

2. Metal perimeters

Contractor shall replace all damaged metal around perimeter of roof using new, 26 gauge galvanized gravel stop. New metal shall be larger than existing to cover adequately.

3. Skylight areas

Contractor shall be responsible to raise all skylight curbing sufficient to provide three (3) inch cant around all skylights.

4. Corrugated fiberglass coverings

Contractor shall utilize same specification for all corrugated fiberglass cover opening as that used for skylights.

**E. Hay Barn Storage/Auto and Electrical Shop 5,504 sq. ft.
(Approximate - verify at site)**

1. Access

Access to building is from any convenient location.

2. Pitch of roofs

Contractor shall ensure that adequate pitch is maintained to provide for complete draining of roof area.

3. Roof Drains

Contractor shall ensure that roof contains an adequate number of drains to provide complete drainage of roof area.

VII. MISCELLANEOUS

A. Contractor shall provide Metro with a Certificate of Insurance naming Metro as an insured in accordance with the Contract.

B. Work shall be completed by November 1, 1987.

- C. Contractor shall provide Metro with a Performance and Payment Bond on the form bound herewith in the full amount of the Bid as security for the faithful performance of the contract and the payment of all persons supplying labor and materials to the Contractor and to cover all guarantees against defective workmanship or materials or both for a period of one year after the date of final acceptance of the work by Metro. The surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to Metro and shall be authorized to do business in the State of Oregon. The attorney-in-fact (resident agent) who executes the Performance and Payment Bond on behalf of the surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authorization to bind the surety on the date of execution of the bond.

Agenda No. 9.5

Meeting Date: 9/22/87

CONSIDERATION OF A CONTRACT FOR MODIFICATIONS
IN THE ZOO'S PACHYDERM HOUSE - PHASE II

DATE: September 8, 1987

Presented by: Allan J. Goff

FACTUAL BACKGROUND AND ANALYSIS

Last fiscal year, Phase I of the project included replacement of four the hydraulic doors and track systems in the Pachyderm house at the Washington Park Zoo. Staff has now determined that there is a need to replace the remaining concrete doors, to reinforce specific structural walls and the crush room door trolley system.

The condition of the existing sliding concrete doors, tracks and specific walls, built in 1965, has continued to deteriorate due to age and continued aggressive behavior of proven breeding bull elephants particularly during their period of musth. This aggressive behavior has continued to create an unsafe condition for animal keepers and the animals themselves. Temporary repair measures are not deemed appropriate in solving this problem. The basic design successfully implemented in Phase I last year is proposed for use on this phase, along with a few modifications. These modifications are based on working experience with Phase I doors.

An invitation to bid was advertised for the replacement of these doors and other wall modifications. Two proposals were received on August 28, 1987. These proposals ranged from a high of \$102,777 to the low bid of \$53,363.

Forest Grove Industries (the contractor for Phase I) proposed construction which meets all the requirements of the Scope of Work and had the low bid of \$53,863. Staff recommends awarding this contract to Forest Grove Industries. Funds for this project are in the Facilities Management Division's capital outlay budget.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of this contract.

AJG:can



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 87-9-423-Z BUDGET CODE NO. 20-03-00-8510-00000
FUND: Zoo DEPARTMENT: Fac. Mgmt. (IF MORE THAN ONE) - - - -
SOURCE CODE (IF REVENUE) - - - -

INSTRUCTIONS

1. OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
2. COMPLETE SUMMARY FORM.
3. IF CONTRACT IS —
 - A. SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - B. UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - C. OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - D. OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
4. PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Phase II of Pachyderm House Modifications

2. TYPE OF EXPENSE ☐ PERSONAL SERVICES ☒ LABOR AND MATERIALS ☐ PROCUREMENT
☐ PASS THROUGH AGREEMENT ☐ INTER-GOVERNMENTAL AGREEMENT ☐ CONSTRUCTION
☐ OTHER

OR

TYPE OF REVENUE ☐ GRANT ☐ CONTRACT ☐ OTHER

3. TYPE OF ACTION ☐ CHANGE IN COST ☐ CHANGE IN WORK SCOPE
☐ CHANGE IN TIMING ☐ NEW CONTRACT

4. PARTIES Forest Grove Industries

5. EFFECTIVE DATE TERMINATION DATE
(THIS IS A CHANGE FROM)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 53,863.00
PREV. AMEND
THIS AMEND
TOTAL \$ 53,863.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1987-88 \$ 53,863.00
B. BUDGET LINE ITEM NAME Buildings AMOUNT APPROPRIATED FOR CONTRACT \$ 55,000.00
C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF July 1, 1987 \$ 165,027.00

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

Forest Grove Industries \$ 53,863.00 ☐ MBE
SUBMITTED BY AMOUNT
Warren-Pacific \$ 102,777.00 ☐ MBE
SUBMITTED BY AMOUNT
SUBMITTED BY \$ ☐ MBE
AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS 3

10. A. APPROVED BY STATE/FEDERAL AGENCIES? ☐ YES ☐ NO ☐ NOT APPLICABLE

B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT ☐ YES ☐ NO

11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? ☐ YES ☐ NO

IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____

12. WILL INSURANCE CERTIFICATE BE REQUIRED? ☐ YES ☐ NO

13. WERE BID AND PERFORMANCE BONDS SUBMITTED? ☐ YES ☐ NOT APPLICABLE

TYPE OF BOND _____ AMOUNT \$ _____

TYPE OF BOND _____ AMOUNT \$ _____

14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)

NAME _____ SERVICE _____ ☐ MBE

NAME _____ SERVICE _____ ☐ MBE

NAME _____ SERVICE _____ ☐ MBE

NAME _____ SERVICE _____ ☐ MBE

15. IF THE CONTRACT IS OVER \$10,000

A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?

☐ YES ☐ NO

B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?

☐ YES DATE _____ INITIAL _____

16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

DEPARTMENT HEAD

FISCAL REVIEW

BUDGET REVIEW

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

1. _____
COUNCILOR

2. _____
COUNCILOR

3. _____
COUNCILOR

COUNCIL REVIEW

(IF REQUIRED)

DATE _____

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000 _____

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

SCOPE OF WORK

PACHYDERM HOUSE MODIFICATIONS

PART I

PACHYDERM HOUSE DOOR REPLACEMENT

SPECIAL CONDITIONS

- A. Contractor shall verify, prior to construction, all wall thicknesses, door opening dimensions, floor levels, and any other pertinent measurements required to manufacture and install doors. All local modifications shall be incorporated into new construction at Contractor's expense.
- B. The order of construction shall be (specific locations to be shown on pre-bid walk-through):
 - Dead end door, with all other doors operable.
 - Inside front door, with all other doors operable.
 - West door to hard yard, with all other doors operable.
 - Large front room door, with all other doors operable.
 - Crush door reinforcement, with all other doors operable.
- C. Existing concrete doors shall be removed at Contractor's expense from the Washington Park Zoo as they are replaced. Doors become the property of the Contractor.

SPECIFICATIONS (See attached drawings-Rev. 8/15/87 for additional information)

CONCRETE

Contractor shall provide all labor, material and equipment necessary to manufacture and install elephant barn doors according to the following specifications:

Codes and Standards: ACI 301 "Specifications for Structural Concrete for Buildings"; ACI 347 "Recommended Practice for Concrete Formwork"; ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete"; complying with applicable provisions except as otherwise indicated. ACI 318, "Building Code Requirements for Reinforced Concrete."

Concrete Testing Service: Metro will employ a separate testing laboratory to evaluate concrete delivered to and placed at the site.

Concrete Control: Metro's contracted testing laboratory will perform sampling and testing during concrete placement, which may include the following, as directed by Metro.

Sampling: ASTM C 172

Slump: ASTM C 143, one test for each set of test cylinders

Air Content: ASTM C173, one for each set of compressive strength specimens.

Compressive Strength: ASTM C39, one set for each door; two specimens tested at 7 days, 1 specimen tested at 7 days, 1 specimen tested at 28 days and one retained for later testing, if required.

Test Results will be reported in writing to Metro, contractor and concrete producer on the same day tests are made.

Mix Portions and Design: Proportion mixes by either laboratory trial batch or field experience method complying with ACI 301.

Submit written report to Metro for each proposed concrete mix at least 5 days prior to start of work. Do not begin concrete production until mixes have been reviewed and are acceptable to architect.

Mix designs may be adjusted when material characteristics, job conditions, weather, test results or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by Metro.

Concrete Materials:

Portland Cement: ASTM C150, type as required.

Aggregates: ASTM C 33, except local aggregates of proven durability may be used.

Water: clean, drinkable.

Air-Entraining Admixture: ASTM C 260

Water Reducing Admixture: ASTM C494. Only use admixtures which have been tested and accepted in mix designs, unless otherwise acceptable.

Related Materials:

Non-Shrink Grout: Master Builders "EMBECCO", Sonneborn "Ferrolith G." Under door sills use Master Flow 713 grout.

Membrane-forming Curing Compound: ASTM C 309, Type 1.

Form Materials: Use plywood. Comply with U.S. Product Standard (PS-1 "BB" Concrete form plywood), exterior grade, miss-oiled.

Reinforcing Materials:

Deformed Reinforcing Bars: ASTM A 615, Grade 60. All welded reinforcing to be weldable.

Forming and Placing Concrete:

Ready-Mix Concrete: ASTM C 94

Compressive Strength: Not less than 4000 PSI at 28 days, minimum density of 147 lbs./ft. 3.

Formwork: Construct so that concrete members and structures are of ACI 347.

Shop Drawings: Submit shop (layout) drawings of steel reinforcement to owner for review. Fabrication shall not proceed without the review of the shop drawings. Shop drawings shall include placing plans and elevations for walls with accompanying schedules, bar lists and details specifically indicated in ACI manual 315.

Chairs, Spacers and Bolsters: Galvanized as per Chapter 7, ACI 315. Provide plastic-dipped items or all plastic in contact with forms.

Execution: Provide sizes and dimensions shown. Detail, fabricate and place per reviewed shop drawings per ACI 315 and ACI 318-71.

Fabrication: Fabricated accurately to dimensions as shown. Bend and cut cold bars in a manner non-injurious to the material. No torches or other heating devices allowed. Splice bars only as shown or as indicated herein above.

Placement: Firmly secure steel in position in the forms by suitable ties to prevent dislocation during placement of concrete and support securely by means of chairs or spacers. Provide in-place bar supports per ACI 315.

Condition: All steel shall be free of dirt, grease, paint, form coating or any other substance which would impair its bond value.

Installation of Embedded Items: Set and build into the work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete use setting diagrams, templates and instructions provided by others for locating and setting.

Concrete Placement: Comply with ACI 304, placing concrete in a continued operation within planed joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

Concrete Finishes:

Exposed-to-view Surfaces: Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout and rub smooth.

Slab Trowel Finish: Apply steel trowel finish to door. Consolidate concrete surfaces by finish troweling, free of trowel marks, uniform in texture and appearance.

STRUCTURAL STEEL

Codes and Standards: AISC "Code of Standard Practice for Steel Buildings and Bridges"; AISC "Specifications for the Design, Fabrication and Erection of Structural Steel for Building" including "Commentary"; AWS "Structural Welding Code"; comply with applicable provisions except as otherwise indicated.

Shop Drawings: Show complete details and schedules for fabrication, assembly and erection. Furnish anchor bolts required for installation in other work; furnish templates for bolt installation.

Steel Plates, Shapes, Bars: ASTM A 36

Cold-Formed Steel Tubing: ASTM A 500, Grade B-46KSI

Steel Pipe: ASTM A 53, Type E or S, Grade B or ASTM A 501.

Fasteners: High-strength bolts and nuts, ASTM A 325 or A 490; unfinished bolts and nuts, ASTM A 307, Grade A.

Shop Paint: FS TT-P-86, Type II; or, SSPC-Paint 14.

Fabrication: Comply with AISC "Specifications" and final shop drawings. Mark and match-mark units for field assembly.

Connections: As shown on final shop drawings. Use high-strength bolts for field connections, except as otherwise indicated. All bolts and washers at door heads and jambs shall be galvanized. Comply with AWS code for procedures, appearance and quality of architectural finish.

Testing: All field welds to be tested by a testing lab (non-destructive).

Provisions for Other Work: Fabricate structural steel members to provide holes for securing other work and for passage of other work through steel framing as indicated.

Shop Painting: Paint structural steel work, except members or portions of members embedded in concrete or mortar, and contact areas to be welded or riveted. Clean steel free of loose mill scale, rust, oil and grease. Apply prime paint to provide a minimum of dry film thickness of 2.0 mils.

Erection: Comply with AISC Code and Specifications, and maintain work in safe and stable condition during erection. Provide temporary bracing and shoring as required; remove when final connections placed.

Set base plates on cleaned bearing surfaces, using wedges or other adjustments as required. Solidly pack open spaces with Masterflow, SonogROUT or equal.

Touch-up prime paint after erection. Clean field welds, bolted connections and abraded areas, and apply same type paint as used in shop. Use galvanizing repair paint on damaged galvanized surfaces.

HYDRAULIC SYSTEM

General: Provide a complete operable system, including electrical, for the opening and closing of three sliding concrete doors weighing 7,000 pounds each. Door closing time not to exceed 10 seconds.

As further clarification, be it understood that four doors will have new plumbing and will operate off the new valve bank. Four doors and cylinders will be replaced at this time.

Shop Drawings: Provide Metro with complete drawings of the system as installed and include operating and maintenance manuals for all items of equipment provided.

Equipment:

1. Reservoir 60 gallon capacity with sight gauge filler breather and clean out cover.
2. Pump 30 gallon pressure compensating
3. Motor 15 HP, 1200 RPM, C Face
4. Cylinders 4" bore, Parker 4 CCB 2 hts 14C 85, or approved equal, S-4", stop tube, foot mounted cylinder, deceleration valve on each cylinder extend and retract. Return line filter (no suction filter).
5. Pressure gauge and snubber
6. Valves Bank of six sectional valves, three position, 4-way, closed center valving.
7. Supply Line 1" dia. hydraulic steel tubing, protect exposed lines inside holding rooms from damage, in a manner equivalent to existing.

Existing System: The existing system materials and equipment will remain the property of Metro. Contractor shall remove and store on site where directed by Metro.

PART II

ELEPHANT DOOR BEAM AND CRUSH WALL REINFORCEMENT

GENERAL

Contractor shall supply labor, materials, and equipment to reinforce the door beam and wall structure. The purpose of the work is to prevent inadvertent movement of the door and wall by animals. Contractor shall ensure that the work area is maintained free of debris at the end of each work period. All work shall be coordinated with the Senior Keeper in charge of the area and he shall have the right to stop work for safety reasons at any time. Should such work stoppage occur, all Contractor's personnel shall vacate area immediately.

1) Contractor shall fabricate and install a W12 x 45* beam with 5/8" end plates at the rear entrance to the elephant barn. Beam shall be bolted through both walls using 3/4" diameter bolts with lock washers. All welds shall be done in the conformance with applicable ASME requirements and shall be free of all defects. Attachment devices within animal holding areas shall be flush mounted.

2) Fabricate and install six (6) stand-offs at the crush area door beam. Stand-off shall be fabricated using 1/2" plate base with 4" x 4" x 1/500 tube spacer. Stand-off shall be welded to beam and bolted through wall. All welds shall conform to ASME requirements and shall be free of all defects. Bolts shall be a minimum 3/4" in diameter with lock washers. All bolts shall be flush mounted.

3) Fabricate and install rubber bumper on post of crush area entrance. Bumper shall be 6" x 8" x 120" approximately.

WARRANTY:

Contractor shall guarantee all workmanship and materials for a period of one year from the date of project acceptance.

PART III MISCELLANEOUS

- A. Contractor shall provide Metro with a Certificate of Insurance naming Metro as an insured in accordance with the Contract.
- B. Work shall be completed 45 days from the date of signature by Contractor.
- C. Prior to final payment to Contractor, the Facilities Manager or his designee shall inspect all work as to compliance with the specifications.

CONSIDERATION OF ADOPTING INVESTMENT PROCEDURES,
ESTABLISHING CHAPTER 2.60 OF THE METRO CODE, AND
DECLARING AN EMERGENCY

Date: September 22, 1987

Presented by: Ray Phelps

FACTUAL BACKGROUND AND ANALYSIS

Metro's current investment policies were adopted by Council in Resolution No. 83-391 on March 24, 1983. The policies currently in place do not provide the ability to maximize return on convention center bond proceeds monies as maturities are limited to six months or less. In light of this, the Department of Finance & Administration set out to update the policies to conform with current tax law and new state requirements, as well as strengthen and clarify the current policies. Rebecca Marshall of Government Finance Associates worked with staff to draft the policy proposal.

In addition, staff met with the Investment Advisory Board (Rebecca Marshall, Bonnie Kraft and Sue McGrath) to solicit their input for the proposed policy. The policy was placed before the Management Committee on August 20, 1987, for their input. The Committee recommends approval of the policies. The policy is the culmination of those efforts.

The topic areas noted below are those where significant changes were incorporated:

- Reducing the maximum percentage of investable funds placed with savings and loans to 30 percent (previously 100 percent).
- Increasing the allowable percentage of investable funds in any financial institution to 15 percent of the equity (previously 10 percent) of the institution -- not to include the equity of any holding company.
- Allowing investments with the Local Government Investment Pool up to \$20 million (\$10 million in each of two accounts).
- Designating the Executive Officer as Investment Officer (previously the Manager of Accounting).

- Increasing the detail to be reported (on investment activity) to the Executive Officer, Council and Investment Advisory Board.

The term of investments (maturity) are categorized as short- and long-term, with long-term maturities allowed to be greater than 18 months in special circumstances.

The policy document was then drafted in the form of an ordinance to be made a part of the Metro Code.

As this Code section (and the resulting policies) allows the District greater ability to maximize earnings on investments by investing for longer terms and, as the District has a need to invest bond proceeds to the maximum extent possible while allowing for flexibility in meeting drawdown schedules, an emergency exists so that staff can invest these funds by September 30, 1987, in the manner prescribed by ordinance.

DRC/gl
8152C/513
09/15/87

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ADOPTING	)	ORDINANCE NO. 87-228
INVESTMENT PROCEDURES, ESTABLISH-)	
ING CHAPTER 2.06 OF THE METRO)	
CODE, AND DECLARING AN EMERGENCY)	

WHEREAS, This Ordinance establishes investment procedures; and

WHEREAS, The Council of the Metropolitan Service District finds that these procedures will strengthen control over cash and investments and assign responsibility; and

WHEREAS, The procedures will enable the District to maximize earnings on investments while minimizing risk of the loss of principal; and

WHEREAS, The Metro Council's Management Committee and Citizen Investment Advisory Committee have recommended approval of the investment policies used as a basis for these procedures; now, therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

Section 1. Metro Code Section 2.06.020 to 2.06.100 are hereby established.

Section 2. The following provisions are added to the Metro Code as Chapter 2.06:

Section 3. Under the provisions of ORS 198.550(3) an emergency is declared in order to allow the District to maximize earnings on bond proceeds investments and allow flexibility in meeting convention center drawdown schedules by September 30, 1987.

2.06.020 Investment Officer:

(a) Investment Officer: The Executive Officer is the Investment Officer of the District.

(b) Responsibilities of the Investment Officer:

(1) The Investment Officer is responsible for investment decisions and activities of the District. This

Officer shall comply with ORS 294.035 through 294.048 and ORS 294.125 through 294.155 and other applicable provisions of law as mandated by the State of Oregon in meeting this responsibility.

- (2) The Investment Officer shall comply with all applicable federal and state tax law requirements for the investment of any tax-exempt borrowing proceeds and of any debt service funds or accounts.
- (3) The Investment Officer shall comply with ordinances adopted by the Council for the investment of surplus cash.
- (4) The Investment Officer shall recommend to the Council for confirmation, the names of persons for appointment to an Investment Advisory Board.
- (5) The Investment Officer may select a trustee bank to perform activities related to investments. In this case, the activities of the trustee shall be set forth in a trustee agreement consistent with this Code.

(c) Prudence:

(1) The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The prudent investor rule shall be applied in the context of managing the overall portfolio.

(2) The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported to the Council as soon as practicable.

2.06.030 Investment Advisory Board: There shall be an Investment Advisory Board composed of three members who will propose, review, discuss and advise, at least quarterly, the Investment Officer on investment policy and procedures.

(a) Terms of Service: The term of service for citizens appointed to the Investment Advisory Board shall be three calendar years. The term of appointment shall be staggered so that only one member's term expires in any calendar year.

(b) Appointment: The Investment Officer shall recommend to the Council for confirmation, the names of persons for appointment to the Investment Advisory Board.

2.06.040 Investment Diversification:

(a) Diversification by Instrument

	Percent of Portfolio (Maximum)
(1) U.S. Treasury Bills, Notes, Bonds, Strips and/or State and Local Government Series (SLGS)	100%
(2) U.S. Government Agencies	100%
(3) Certificates of Deposit Commercial Banks	100%
(4) Certificates of Deposit Savings and Loan Associations	30%
(5) Repurchase Agreements	25%
(6) Banker's Acceptances	100%
(7) Commercial Paper	0%
(8) State and Municipal Bonds	100%
(9) State of Oregon Investment Pool	Varies

Note: The Investment Officer shall comply with the requirements of ORS 294.810 and limit the investment in the State of Oregon Investment Pool at any time to a maximum of \$20,000,000; \$10,000,000 in each of two accounts.

2.06.045 Investment Maturity: Only investments which can be held to maturity shall be purchased. Investments shall not be planned or made predicated upon selling the security prior to maturity.

Maturity limitations shall depend upon whether the funds being invested are considered short-term or long-term funds. All funds shall be considered short-term except those reserved for capital projects (e.g., bond sale proceeds).

(a) Short-Term Funds:

- (1) Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs.

- (2) Except for special situations, as identified by the Investment Advisory Board and directed by the Investment Officer, investments shall be limited to maturities not exceeding 18 months.
- (3) Bond reserve funds shall be limited to investment in securities up to 18 months. The maturity of the investment may extend to 18 months only if the debt service account is properly funded and provision has been made in amount and maturity for the first possible draw upon the reserve account. If these conditions are not met, the investment maturity must match the expected draws upon the reserve funds.

(b) Long-Term Funds:

- (1) Maturity scheduling shall be timed according to anticipated need. ORS 294.135 permits investment beyond 18 months for any bond proceeds or funds accumulated for any purpose which the District is permitted by State law to accumulate and hold funds for a period exceeding one year. The maturities may be made to coincide as nearly as practicable with the expected use of the funds.
- (2) Investment of capital project funds shall be timed to meet projected contractor payments. The drawdown schedule used to guide the investment of the funds shall evidence the approval of the Investment Officer and review of the Director of Finance & Administration and the Manager of Accounting.

2.06.050 Investment Limitations: The Investment Officer shall comply with the following limitations:

(a) Total Prohibitions: Purchase of standby or forward commitments of any sort are specifically prohibited.

(b) Limitations by Type of Security:

- (1) U.S. Government and U.S. Agency Securities Authorized for Purchase
 - (a) U.S. Treasury Bills
 - (b) U.S. Treasury Notes
 - (c) U.S. Treasury Bonds
 - (d) U.S. Treasury Strips
 - (e) U.S. Treasury State and Local Government Series
 - (f) Federal National Mortgage Association Notes, Debentures and Discount Notes

(2) U.S. Government Securities not Authorized for Purchase

- (a) Banks for Cooperatives
- (b) Sallie Mae Discount Notes
- (c) Sallie Mae Floating Rate Notes
- (d) Federal Intermediate Credit Banks
- (e) Federal Farm Credit Banks Bonds and Discounts Notes
- (f) Federal Home Loan Mortgage Corporation Mortgage Certificates
- (g) Federal Land Banks
- (h) Farm Credit Consolidated System-wide Discount Notes
- (i) Federal Housing Administration Debentures
- (j) Department of Housing and Urban Development:
 - New Communities Debentures
 - Project Notes
 - Local Authority Bonds
- (k) Export-Import Bank of United States Debentures
- (l) Farmers Home Administration Certificates of Beneficial Ownership
- (m) General Services Administration Participation Certificates
- (n) Government National Mortgage Association:
 - Participation Certificates
 - Pass-Through Securities
 - Mortgage Backed Bonds
- (o) Small Business Administration Debentures
- (p) Tennessee Valley Authority Bonds

- (3) Certificates of Deposit: As required by ORS Chapter 295, the Manager of Accounting will be responsible to ensure that a Certificate of Collateral Participation has been issued by the institution to cover outstanding time certificates of deposit. Under ORS 294.035(7), the financial institutions may be

"banks, mutual savings banks and savings and loan associations which maintain a head office or a branch in this state in the capacity of a bank, mutual savings bank or savings and loan association."

- (4) Repurchase Agreements: All repurchase agreements will be fully collateralized by U.S. Government and U.S. Agency obligations marked to market.

The Investment Officer shall not enter into any reverse repurchase agreements.

- (5) Banker's Acceptances: Under ORS 294.035 the Banker's Acceptance must be guaranteed by a "qualified Oregon financial institution" and must be eligible for discount by the Federal Reserve System. ORS 294.035(11) provides:

"'a qualified financial institution' means a financial institution that is located in the State of Oregon, licensed to do a banking business and not required under ORS Chapter 295.018 to maintain a reserved deposit of collateral having a value not less than 110 percent of its public fund deposits. When an issuing financial institution becomes unqualified, all of its outstanding bankers' acceptances held by political subdivisions must be collateralized at 110 percent through the pool manager as required under ORS Chapter 295.018."

- (6) States and Municipalities: In addition to the requirements stated ORS 294.035, (1) through (6), the Investment Officer will further limit purchases of securities to municipalities which have obtained an A rating or better on Revenue Bonds and a Baa-1 rating or better on General Obligation bonds. The rating may be from either Moodys' Investors Service or Standard & Poor's Corporation. If the rating is split, the lower rating will prevail. The Investment Officer may purchase securities from unrated Oregon municipalities upon recommendation from the Investment Advisory Board.

2.06.055 Politico/Socio Limitations:

- (a) South Africa: The Investment Officer may not purchase any Banker's Acceptances which involve goods which derive from South Africa. A certificate warranting this shall be obtained from the financial institution from which the Banker's Acceptance was purchased.

2.06.060 Selection of Securities: Before the Investment Officer invests any surplus funds, a competitive bid process shall be conducted orally. Bids will be requested from financial institutions for various options with regards to term and instrument. The Investment Officer will accept the bid which provides the highest rate of return within the maturity required and within the prudent investor rule.

Records will be kept of the bids offered, the bids accepted and a brief explanation of the decision made regarding the investment.

2.06.070 Delivery of Securities: All securities purchased pursuant to this investment policy will be delivered by either book entry or physical delivery to a third party for safekeeping by a bank designated as primary agent. Purchase and sale of all securities will be on a payment versus delivery basis. The trust department of the bank designated as primary agent will be considered to be a third party for the purposes of safekeeping of securities purchased from that bank. The primary agent shall issue a safekeeping receipt to the District listing the specific instrument, rate, maturity and other pertinent information.

Repurchase agreements will not be subject to the safekeeping requirements if purchased from First Interstate Bank of Oregon or from U.S. National Bank of Oregon; repurchase agreements from all other financial institutions shall require safekeeping. In all cases, a master repurchase agreement is required.

2.06.080 Collateralization: Deposit-type securities (i.e., certificates of deposit) shall be collateralized through the State collateral pool as required by Oregon Revised Statute for any amount exceeding FDIC or FSLIC coverage. Other investments shall be collateralized by the actual security held in safekeeping by the primary agent.

(a) Diversification by Financial Institution

- (1) Qualified Institutions: The Investment Officer shall maintain a listing of financial institutions and securities dealers recommended by the Investment Advisory Board. Any financial institution and/or securities dealers is eligible to make an application to the Investment Officer and upon due consideration and approval hold available funds.

A listing of the eligible institutions shall be held by the Manager of Accounting and provided any fiduciary agent or trustee.

- (2) Diversification Requirements: The combination of investments in Certificates of Deposit and Banker's Acceptances as outlined individually at 2.06.080 (a)(2) A, B and D shall not exceed the 30 percent limitation in any one financial institution.

A. Certificates of Deposit - Commercial Banks

No more than the lesser of 30 percent of the total available funds or 15 percent of the equity of the financial institution may be invested with any one institution.

B. Certificates of Deposit - Savings and Loan Association

No more than the lesser of 30 percent of the total available funds or 15 percent of the equity of the financial institution may be invested with any one institution.

C. Repurchase Agreements

May be purchased from any qualified institution provided the master repurchase agreement is effective and the safekeeping requirements are met.

D. Banker's Acceptances

No more than the lesser of 30 percent of the total available funds or 15 percent of the equity of the financial institution may be invested with any one institution. All banker's acceptances will be purchased from a qualified Oregon financial institution. Under ORS Chapter 294.035(11):

"'a qualified financial institution' means a financial institution that is located in the State of Oregon, licensed to do a banking business and not required under ORS Chapter 295.018 to maintain a reserved deposit of collateral having a value not less than 110 percent of its public fund deposits. When an issuing financial institution becomes unqualified, all of its outstanding bankers' acceptances held by political subdivisions must be collateralized at 110 percent through the pool manager as required under ORS Chapter 295.018."

2.06.090 Reporting Requirements:

(a) A transaction report shall be prepared by the District's Department of Finance & Administration not later than one business day after the transaction, unless a trustee, operating under a trust agreement, has executed the transaction. The trustee agreement shall provide for a report of transactions to be submitted by the trustee on a monthly basis.

(b) Monthly reports prepared by the District's Department of Finance & Administration shall report on the entire portfolio and be submitted to the Investment Officer, Investment Advisory Board and the Council in a timely manner.

(c) Quarterly Reports will be prepared for each regular meeting of the Investment Advisory Board to present historical investment information for the past 12-month period. Copies shall be provided to the Executive Officer and the Metro Council.

2.06.100 Indemnity Clause: Metro shall indemnify the Investment Officer, staff and the Investment Advisory Board members from personal liability for losses that might occur pursuant to administering this investment policy.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1987.

Richard Waker, Presiding Officer

ATTEST:

Clerk of the Council

DRC/gl
8152C/513-09/15/873

STAFF REPORT

Agenda Item No.: 10.4

Meeting Date: November 12, 1987

CONSIDERATION OF RESOLUTION NO. 87-826 FOR THE
PURPOSE OF ESTABLISHING RENTAL RATES, TERMS AND
CONDITIONS FOR THE OREGON CONVENTION CENTER

Date: October 28, 1987

Presented by: Tuck Wilson

FACTUAL BACKGROUND AND ANALYSIS

Introduction

The Council has entered into agreements to market the Oregon Convention Center to targeted conventions and trade shows with the Greater Portland Convention and Visitors Association (GPCVA) and the Portland Exposition-Recreation Commission. The work of these marketing efforts is in high gear, and is generating substantial interest in the center as a venue for convention and trade shows.

To turn this interest into signed rental agreements, additional tools must be provided to our marketing and booking agents. First, the rates of the center must be established; second, an agent must be authorized to actually negotiate and enter into agreement with the event sponsors. The attached resolution sets the rates for the center through December 1991, or until such time as the Regional Exposition-Recreation Commission should choose to adopt new schedules pursuant to the authority granted it by Ordinance No. 87-225.

The resolution also authorizes an amendment to the current intergovernmental agreement with the Exposition-Recreation Commission to grant the General Manager of the Memorial Coliseum Complex the authority to negotiate and enter into agreements with event sponsors. A draft of this intergovernmental agreement is attached (Attachment "A"). It will be signed upon Council adoption of the attached resolution.

Operating Plan Context

To provide a context for this decision, Metro's Convention Center Project commissioned a study by Laventhol & Horwath entitled "Operating Plan for the Proposed Oregon Convention Center." This study, which has previously been transmitted to the Council, developed a pro forma operating budget for the center's first five years of operation. The major finding of

the study was that the hotel/motel tax provided to Metro for convention center purposes will be adequate to cover operating deficits and marketing requirements, factoring in recommended rental rates. The rates proposed basically concur with the Laventhol & Horwath recommendation, and in the opinion of Memorial Coliseum staff, will generate the same or more rental income for the center as projected in the Laventhol & Horwath operating plan.

Research on Rates

The staff of the Memorial Coliseum have also conducted extensive research on the market price for convention center space in competitive cities. The rates of 22 facilities were investigated, with a synopsis of the facility rental rates shown on Table 1. Rates were studied in more detail for four facilities, selected for their reputations in the industry as highly successful convention sites. The facilities are: (1) Indiana Convention Center & Hoosier Dome; (2) Nashville Convention Center; (3) Orange County (Fla.) Convention/Civic Center; and (4) San Francisco Moscone Center. Rate information for each of these centers is detailed on Tables 2 through 5. Additional rate information for the rest of the 22 cities in the synopsis is also available upon request.

The proposed resolution sets rates for five classes of events:

- Conventions & Tradeshows with Exhibits (Resolution Exhibit A)
- Conventions without Exhibits (Resolution Exhibit B)
- Non-Convention (local) Meetings (Resolution Exhibit C)
- Consumer Trade Shows (Resolution Exhibit D)
- Commercial Entertainment (Resolution Exhibit E)

Each exhibit to the attached resolution contains definitions and examples of the types of event in each category.

Rates for each class of events follow industry norms, which offer the most attractive rates for those events likely to generate the greatest economic impact for the region. They have been set at a level which will make Portland competitive. A letter to that effect from Charles Ahlers, GPCVA Executive Director, is shown as Attachment B.

The exhibits to the resolution also specify policies under which each type of event will be subject.

Background - Negotiations Authority

The attached resolution also allows, by intergovernmental agreement (draft shown as attachment "A"), the General Manager

of the Memorial Coliseum Complex to act as Metro's agent to negotiate and execute rental agreements with event sponsors. The ability for our marketing agents to negotiate and "close the deal" is fundamental to the success of the marketing effort.

To better outline the process typically used by GPCVA and the staff of the Memorial Coliseum, Attachment "C" charts the typical manner in which an association is solicited to bring their convention to Portland.

The time frame for this procedure varies widely depending upon the convention. As one example, a sales lead was received from the GPCVA in October 1985 for the Veterans of Foreign Wars 1991 National Convention. Coliseum staff responded within a week with a letter and packet to the meeting planner, sent via the GPCVA.

The VFW Executive Committee did not actually make the selection until the following March. At the March meeting where the decision was to be made, Coliseum staff received a call from the GPCVA Convention Sales Manager, saying that Portland was close to obtaining the bid, but rates must be negotiated to compete with another facility. A decision was made immediately by the General Manager. As a result, Portland received the convention.

The resolution coupled with the intergovernmental agreement will allow the same responsiveness to event sponsors as required with VFW.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 87-87-826.

Attachment A

AMENDMENT NO. 1

This amends the Agreement between the Metropolitan Service District (Metro) and the City of Portland Exposition-Recreation Commission (Contractor), Contract No. 87-9-430CC, approved by the Metro Council on September 22, 1987.

WHEREAS, the parties agreed to the conditions set forth in the original agreement and desire to amend the Agreement;

The following changes are made to the original agreement:

METRO AGREES:

3. To delegate to CONTRACTOR's General Manager the authority to negotiate and execute rental agreements on behalf of the District, subject to the approval as to form of the rental agreement by the District's general counsel, and subject to rental rates and policies as adopted by the Metro Council, or by the Metropolitan Exposition-Recreation Commission pursuant to its authority under Council Ordinance No. 87-225.

EXPOSITION RECREATION COMMISSION

METROPOLITAN SERVICE DISTRICT

BY: _____
(TITLE) _____

BY: _____
(TITLE) _____

DATE: _____

DATE: _____

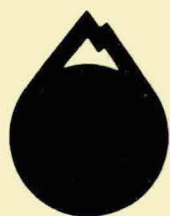
Approved as to form:

Approved as to form:

City Attorney's Office

Metro General Counsel

Attachment B



GREATER
PORTLAND

CONVENTION & VISITORS ASSOCIATION, INC.

26 S.W. Salmon • Portland, Oregon 97204 • Telephone (503) 222-2223

October 27, 1987

OCT 28 1987

Mr. Tuck Wilson
Project Director - Oregon Convention Center
Metropolitan Service District
2000 S.W. First Avenue
Portland, Oregon 97201

Dear Tuck:

I am in receipt of a copy of the Oregon Convention Center rate schedule as developed by Lee Fehrenkamp and his staff suggesting convention center pricing policies for Fall of 1990 through December of 1991. Having collaborated with Mr. Fehrenkamp on the pricing of the Oregon Convention Center, I feel comfortable that the rates established within this document are both fair and reasonable.

The Greater Portland Convention and Visitors Association independently surveyed competing venues within the western region and conclude that the initial pricing of the Oregon Convention Center is very appropriate for an emerging destination. Ample thought was given to an "introductory rate" that should draw attention to our destination, yet, not be construed as to give the product away.

Cordially,

Charles Ahlers
Executive Director

CA:psn

cc: Lee Fehrenkamp, General Manager - Memorial Coliseum Complex

Attachment C

**O.C.C. SALES/MARKETING DEPT. - GPCVA
COMMUNICATION PROCEDURE**

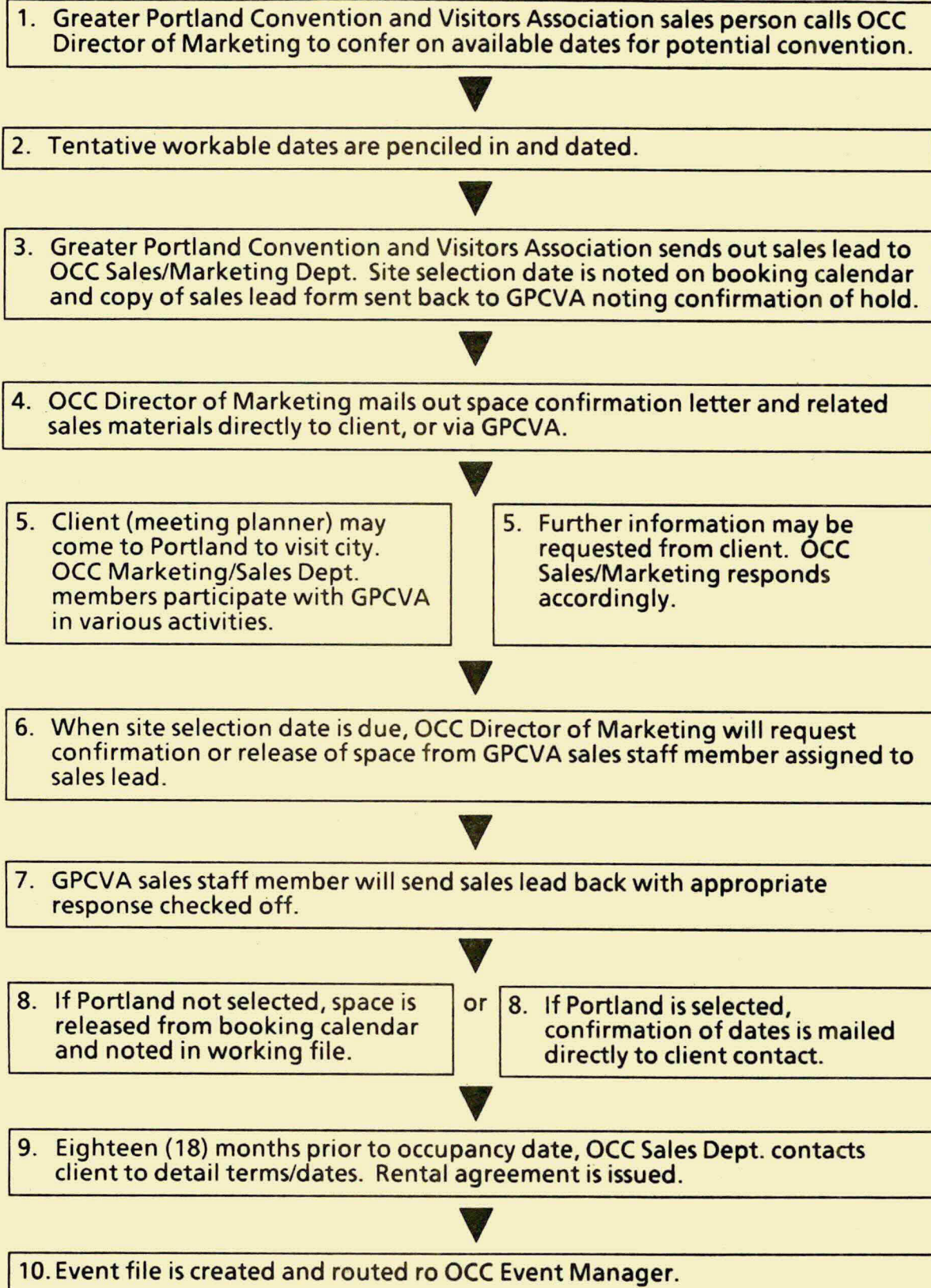


Table 1

OREGON CONVENTION CENTER
SYNOPSIS
FACILITY RENTAL RATES

FACILITY	EXHIBIT SPACE SF	COST
Albuquerque Convention Center	92,000	\$.12 NSF
Anaheim Convention Center	345,000	\$.13 NSF (1988)
Georgia World Congress Center	650,000	\$.15 NSF
Baltimore Convention Center (including Festival Hall)	194,000	\$.10 NSF
Cincinnati Convention & Exposition Center	161,000	\$.10 NSF
Denver Convention Center	140,500	1-4 days @ \$.36 NSF (or \$.09 per NSF per day for a 4 day show) 5 or more @ \$.09
Indiana Convention Center & Hoosier Dome	300,000	\$.40 NSF/1-4 days (or \$.10 per NSF per day for a 4 day show)
Las Vegas Convention Center	970,000	\$.15 NSF
Long Beach Convention & Entertainment Center	166,000	\$.15 NSF
Los Angeles Convention Center	335,000	\$.15 NSF
New Orleans Convention Center	381,000	\$.14 NSF
Oakland Convention Center	48,000	\$.10 NSF
Orlando-Orange County Convention Civic Center	150,000	\$.11 NSF
Phoenix Civic Plaza	223,000	\$.08 NSF
Reno Convention Center	161,000	\$.05 NSF
Sacramento Community Convention Center	50,000	\$2,250 vs. 10 NSF
Salt Lake City - Salt Palace	200,000	\$.085 NSF
San Antonio Convention Center	225,000	\$.05 NSF
San Diego Convention Center	354,000	\$.25 NSF
San Francisco - Moscone Convention Center	260,000	\$.20 NSF
San Jose Convention/Cultural Facilities	54,000	\$.08 NSF
Seattle - Washington State Convention Center	140,000	1988 = \$.10 NSF 1989-90 = \$.12 NSF 1991- = \$.14 NSF

FACILITY	GROSS SQ. FEET	NET SQ. FEET	CONVENTION & TRADESHOWS WITH EXHIBITS	CONVENTIONS WITHOUT EXHIBITS	NON-CONVENTION MEETINGS	CONSUMER TRADE SHOW	COMMERCIAL ENTERTAINMENT
Indiana Convention Center & Hoosier Dome			\$.40 NSF/1-4 days				
Exhibit Halls A, B or C	41,000 42,000 41,000	(doesn't show # of 10 x 10s)	Minimum: \$4000	\$1200/day	\$1700/day	\$2000/day vs. 12% gross	\$1700 vs 12% gross \$3500 max
Exhibit Hall D	52,500		\$5000	\$1400/day	\$2000/day	\$2200/day vs. 12% gross	\$2000 vs. 12% gross \$4500 max.
Exhibit Hall E	3,000		\$3,000	\$1000/day	\$1500/day	\$1800/day vs. 12% gross	\$1500 vs. 12% gross \$3000 max.
Exhibit Halls AB, BC	82,000		\$10,800	\$2000/day	\$2600/day	\$3000/day vs. 12% gross	\$2600 vs. 12% gross \$7000 max.
Exhibit Halls DE combined	82,500		\$10,800	\$2000/day	\$2600/day	\$3000/day vs. 12% gross	\$2600 vs. 12% gross \$7000 max.
Exhibit Halls ABC combined	124,000		\$21,600	\$2600/day	\$3500/day	\$4000/day vs. 12% gross	\$3500 vs. 12% gross \$10,000 max.
Exhibit Halls ABCD combined	174,000		\$28,160		\$5000/day	\$5500/day vs. 12% gross	
Exhibit Halls ABCDE combined	206,500		\$36,400		\$6000/day	\$6500/day vs. 12% gross	
			Note: Rate remains constant w/\$.40 NSF			Note: Rate decreases by 33% w/add. of ea. hall	
White River Ballroom	6,789			\$750	\$750		
500 Ballroom	13,340			\$1,000	\$1,300		
500 Reception	3,480			\$200	\$200		
Meeting Rooms				Rates range from \$75-125 (\$225-375 for combined rooms) Meeting room rates based on \$.08/sq ft.	Increase by \$25/room for non-conv. meetings (in most cases)		

Table 2

FACILITY	GROSS SQ. FEET	NET SQ. FEET	CONVENTION & TRADESHOWS WITH EXHIBITS	CONVENTIONS WITHOUT EXHIBITS	CONVENTION TRADE SHOW	COMMERCIAL ENTERTAINMENT
Nashville Convention Center Total Exhibit Hall	118,675		\$.40 NSF for up to 4 days. Additional days, .06 NSF per day	\$5,000	\$4,000 vs. 12% gross ticket sales (after taxes)	\$3,000 vs. 12% gross
West Exhibit Hall	39,950		"	\$2,000	\$1,350 vs. 12%	\$2,000 vs. 12%
Center Exhibit Hall	38,775		"	"	"	"
East Exhibit Hall	39,950		"	"	"	"
Two Combined Halls						\$2,500 vs. 12%

Meeting Rooms: Same charge for convention and non-convention use of rooms. Room rates based on \$.08 Sq. Ft.

States: Meeting rooms may be provided at no charge upon discretion of CC Director under following conditions:

1. Number of meeting rooms provided directly proportional to space utilized.
2. Rooms will be set up on a one-time basis with costs for any changes to be paid by lessee.
3. Meeting rooms to be used for purposes directly related to convention or trade show and not assigned or sublet to exhibitors or others.
4. All other meeting rooms will be charged at regular rate.

Notes:

- NSF cannot be less than 1/2 GSF occupied by lessee.
- Areas occupied by CC food service within Exhibit Hall not computed as part of sq. ft. occupied by lessee.
- CC has option of excluding from NSF charged for, any exhibit space provided at no charge by lessee, up to a max. of 5% of the total NSF utilized. The Lessee shall substantiate that no payment, either direct or indirect, has been received for such comp. space.

Table 3

FACILITY	GROSS SQ. FEET	NET SQ. FEET	CONVENTION & TRADESHOWS WITH EXHIBITS	CONVENTIONS WITHOUT EXHIBITS	CONVENTION TRADE SHOW	COMMERCIAL ENTERTAINMENT
Orange County Convention/Civic Center (Orlando)		"Minimum Guarantee"				
Hall A*	48,600	20,000	\$.44/NSF - Rate for up to 4 days \$.11/NSF per day for each addl. day over 4	\$2,600	\$2,600 vs. \$12% gross (after taxes, per day)	
Hall B*	65,560	28,000	"	\$3,100	\$3,100 vs. \$12% gross	
Hall C*	76,060	32,000	"	\$3,500	\$3,500 vs. \$12% gross	
Halls B & C*	144,620	60,000	"	\$6,600	\$6,600 vs. \$12% gross	
Hall D	101,640	40,000	"	\$4,400	\$4,400 vs. \$12% gross	\$3,000 vs. 12%, etc.
Hall E	45,970	20,000	"	\$2,600	\$2,600 vs. \$12% gross	
Halls D & E	147,510	60,000 80%	"	\$6,600	\$6,600 vs. \$12% gross	\$4,000 vs. 12%

Meeting Rooms: Same charge for convention and non-convention use of rooms. Room rates based on \$.10 Sq. Ft.

States: Meeting rooms may be provided at no charge upon discretion of CC Director under following conditions:

1. Number of meeting rooms provided directly proportional to space utilized.
2. Rooms will be set up on a one-time basis with costs for any changes to be paid by lessee.
3. Meeting rooms to be used for purposes directly related to convention or trade show and not assigned or sublet to exhibitors or others.
4. All other meeting rooms will be charged at regular rate.

Notes:

- NSF cannot be less than 1/2 GSF occupied by lessee.
- Areas occupied by CC food service within Exhibit Hall not computed as part of sq. ft. occupied by lessee.
- CC has option of excluding from NSF charged for, any exhibit space provided at no charge by lessee, up to a max. of 5% of the total NSF utilized. The Lessee shall substantiate that no payment, either direct or indirect, has been received for such comp. space.

*Facilities presently under construction. These facilities will be available for lease January 1, 1989. Room dimensions are approximations only.

Table 4

FACILITY	PRICE: NSF	GROSS SQ. FEET	NET SQ. FEET	CONVENTION WITH EXHIBITS	CONVENTIONS WITHOUT EXHIBITS	CONVENTION TRADE SHOW	COMMERCIAL ENTERTAINMENT
San Francisco Moscone Center					Minimum rent - charge extra for swing	After 5 days rent decreases by \$100/day	Scaling limited to available chairs
Hall A (K)		94,980	47,500	\$7,200	\$7,200	\$4,500 per day/1st 5	\$4,000 vs. 12% gross
Hall B	.20	50,500	25,200	\$3,800	\$3,800 (\$650/space)	\$4,000 per day/1st 5	\$4,000 vs. 12% gross
Hall C (D-E)		110,965	55,600	\$8,500	\$8,500	\$5,000 per day/1st 5	\$4,000 vs. 12% gross
Hall A-B (J-K)		149,595	74,500	\$11,000 55,000 NSF, 75%	\$11,000	\$6,500 per day/1st 5	
Hall B-C (D-E)		161,465	80,800	\$12,300	\$12,300	\$7,000 per day/1st 5	
Hall A-B-C		260,560	130,100	\$19,500	\$19,500	\$9,500 per day/1st 5	\$12,000 vs. 12% gross
Ballroom:							
Hall F		8,837	420	\$1,000	\$1,500		
Hall G	.28	10,700	430	\$1,000	\$1,800		
Hall H		8,837	40	\$1,000	\$1,500		
Hall F-G-H		28,374	133	\$3,000	\$4,800		

Table 5

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ESTABLISHING)
RENTAL RATES, TERMS AND CONDITIONS)
FOR THE OREGON CONVENTION CENTER)

RESOLUTION NO. 87- 826

Introduced by the
Executive Officer

WHEREAS, The full funding of the Oregon Convention Center's construction has been assured; and

WHEREAS, The development of the Oregon Convention Center is on schedule and will be open for events in September, 1990; and

WHEREAS, The Council of the Metropolitan Service District has entered into contracts for the marketing of the center with the Greater Portland Convention and Visitor's Association (GPCVA), and the Portland Exposition-Recreation Commission; and

WHEREAS, An aggressive marketing program for attracting events to the Oregon Convention Center is underway; and

WHEREAS, An immediate need of that marketing program is the ability to quote rates, terms, and conditions for the use of the convention center; and

WHEREAS, An amendment to the intergovernmental agreement with the Portland Exposition-Recreation Commission has delegated to the General Manager of the Memorial Coliseum Complex the authority to enter into rental agreements for the Oregon Convention Center; now, therefore,

BE IT RESOLVED:

1. That the rental rates and rental policies for the Oregon Convention Center are hereby established as shown in Exhibit "A" for Convention and Tradeshows with Exhibits, Exhibit "B" for Conventions without Exhibits, Exhibit "C" for Non-Convention or Local Meetings, Exhibit "D" for Consumer Trade Shows, and Exhibit "E" for Commercial Entertainment.

2. That these rental rates shall be in effect until through December, 1991 or until such time as the Regional Exposition-Recreation Commission adopts revised rental schedules and policies, pursuant to its authority as granted by the Council in Ordinance No. 87-225.

3. That the General Manager of the Memorial Coliseum Complex shall be authorized by intergovernmental agreement to negotiate and execute rental agreements on behalf of the District.

4. That a standard rental agreement shall be developed and shall be approved as to form by Metro's General Counsel, and that agreements may vary from this standard form as approved by Metro's General Counsel.

5. That one copy of executed rental agreements shall be directed to the Convention Center Project office, and kept on file there.

ADOPTED by the Council of the Metropolitan Service District this ____ day of _____, 1987.

Richard Waker, Presiding Officer

Exhibit "A"

OREGON CONVENTION CENTER

RATE SCHEDULE I

CONVENTIONS and TRADESHOWS with EXHIBITS

SPACE	Dimensions	Gross Square Feet	Net Square Feet	10'x10' Booths	NSF Charge Per Day	Minm. Rent Per Day	Addl. Ingress/Egress
Exhibit Hall A-1	172 x 170 x 30'	29,240	15,500	155	\$.12	\$1,200	\$600
Exhibit Hall A-2	172 x 170 x 30'	29,240	15,500	155	\$.12	\$1,200	\$600
Exhibit Hall C	172 x 170 x 30'	29,240	15,500	151	\$.12	\$1,200	\$600
Exhibit Hall B-2	172 x 170 x 30'	29,240	15,500	155	\$.12	\$1,200	\$600
Exhibit Hall B-1	172 x 170 x 30'	29,240	15,500	155	\$.12	\$1,200	\$600
Exhibit Hall A1 & A2 or B1 & B2	344 x 170 x 30'	58,480	32,500	325	\$.12	\$2,400	\$1,200
Exhibit Hall A1 & A2 & C or B1 & B2 & C	344 x 170 x 30'	87,720	51,200	512	\$.12	\$3,600	\$1,800
Exhibit Hall A1 & A2 & C & B2	344 x 170 x 30'	116,960	70,500	705	\$.12	\$4,800	\$2,400
Exhibit Hall A1 & A2 & C & B1 & B2	-	146,200	87,300	873	\$.12	\$6,000	\$3,000
Ballroom (entire)	110 x 240 x 25'	26,400	14,000	140		\$2,600	\$1,300
Ballroom - Section 1	110 x 65 x 25'	7,150	3,800	38		\$700	\$350
Ballroom - Section 2	110 x 55 x 25'	6,050	3,200	32		\$600	\$300
Ballroom - Section 3	110 x 55 x 25'	6,050	3,200	32		\$600	\$300
Ballroom - Section 4	110 x 65 x 25'	7,150	3,800	38		\$700	\$350

Definitions

- A. Conventions: Regularly scheduled major gatherings of trade, professional, scientific, engineering, educational, labor, fraternal, corporate, social, government, religious, military, athletic, and/or other specialty interest associations or organizations. Typically held annually, although sometimes biennially, triennially, quadrennially, semi-annually or quarterly. Usually includes several of the following: educational programs, trade shows, business meetings, election of officials, board and/or executive committees, committee meetings, spouse programs, general assemblies, etc.

Examples: Girl Scouts of the USA - National Convention

109th General Conference of the National Guard

National Association of Postmasters of the United States 23rd Annual Convention

Definitions, cont.

- B. Trade Shows/Exhibits (by registration): Forums for the display of goods and services for show, sale, or mass distribution. The displays can vary from simple tabletop displays to the typical 10' x 10' booth area or through elaborate island and/or multiple story exhibits. The purpose may be educational, informational, image shaping, sales or marketing in nature.

Examples: Pacific NW Restaurant Show
Far West Nursery Show
Northcon

**OREGON CONVENTION CENTER
RATE SCHEDULE
MEETING ROOMS**

SPACE	Dimensions	Square Footage	Rent
A-1	52 x 38	1,976	\$150
A-2	47 x 54	2,538	\$175
A-3	47 x 39	1,833	\$125
A-4	47 x 27	1,269	\$100
A-1, 4 B-1, 4	47 x 130	6,110	\$500
A-5	22 x 39	858	\$ 75
A-6	23 x 39	897	\$ 75
A-7	22 x 39	858	\$ 75
A-8	23 x 39	897	\$ 75
A-9	20 x 39	780	\$ 50
A-7, 8, 9	65 x 39	2,535	\$200
A-10	20 x 39	780	\$ 50
A-5, 6, 10	65 x 39	2,835	\$200
A-11	23 x 23	644	\$ 50
A-12	23 x 23	644	\$ 50
A-11, 12	46 x 28	1,288	\$100
A-13	12 x 14	168	\$ 25
A-14	12 x 14	168	\$ 25
B-1	52 x 38	1,976	\$150
B-2	47 x 54	2,538	\$175
B-3	47 x 39	1,833	\$150
B-4	47 x 27	1,269	\$100
B-5	22 x 39	858	\$ 75
B-6	23 x 39	897	\$ 75
B-7	22 x 39	858	\$ 75
B-8	23 x 39	897	\$ 75
B-9	20 x 39	780	\$ 50
B-7, 8, 9	65 x 39	2,535	\$200
B-10	20 x 39	780	\$ 50
B-5, 6, 10	65 x 39	2,535	\$200
B-11	23 x 23	644	\$ 50
B-12	23 x 23	644	\$ 50
B-11, 12	46 x 23	1,288	\$100
B-13	12 x 14	168	\$ 25
B-14	12 x 14	168	\$ 25

RENTAL RATES

Exhibit Space: Recommendation is to quote a Convention/Trade Show rate of \$.12 per net square foot per day, with a minimum of \$1,200 per hall per day.

At \$.12 per NSF, we would be directly on line with the rate Seattle, our most frequent competitor for convention business, is quoting for 1990 (they're quoting \$.10 NSF for 1988; \$.12 for 1989-90; and \$.14 for 1991).

Minimum rental per hall is based on a possible 66% usage of net square feet. That is a statement that we think an Exhibit Manager can sell, out of the total net square footage available, at least two-thirds of the space.

The Indiana Convention Center, as an example, bases their minimum on a possible 50% usage of net square feet (which is low). The Moscone Center in San Francisco and the Orange County Convention/Civic Center in Orlando go as high as 75% to 85% respectively. We felt that 66% was a reasonable compromise figure to establish.

Ballroom: Individually priced per room based on approximately \$.10 per square foot per day. Cost for rental of entire ballroom, at 25,000 square feet, would be \$2,600 daily.

As a comparison with similar space, the largest ballroom at the Red Lion/Lloyd Center, which is 9,103 square feet, rents for \$1,600 daily (which breaks down to \$.17 per square foot).

Rental fee for the ballroom would be waived as deemed by Catering Agreement.

Meeting Rooms: Rates are based on \$.07 per square foot, which is within the industry standard range.

Following the typical industry trend, the ensuing meeting room rental policy should be established:

Meeting Room space shall be provided at no charge under the following conditions:

- Meeting rooms shall be assigned by the O.C.C.
- The amount of meeting space provided at no charge shall be directly proportional to the amount of exhibit space used in the facility. Additional meeting space shall be charged at the daily rate.
- Meeting rooms used as an exhibit area shall be charged at the daily rate.
- Rooms shall be arranged in theater, classroom, conference, banquet or reception style one (1) time during the term of the lease. Equipment provided within the limits of the O.C.C. inventory. Costs for charges, additional equipment or personnel shall be charged to the Lessee at the prevailing costs.
- Meeting rooms shall be used for purposes directly related to conventions or trade shows.
- Meeting rooms shall not be assigned nor sublet to others.

For example, a convention that rents one hall for exhibits will receive one-fifth of the meeting space, or approximately 6,000 square feet, free of cost.

Note: Due to the impact on the local economy, the convention rate is discounted from the non-convention rate.

Rental Policies

Complimentary Exhibit Space:

The Oregon Convention Center, at its option, may elect to exclude from net square footage computation exhibit space provided at no charge by show management, up to a minimum of five (5) percent of the total net square footage utilized. It shall be the obligation of Lessee to substantiate that no remuneration, either direct or indirect, has been received for such complimentary space.

Exhibit Space Utilized for Food and Beverage Service:

When the OCC Food and Beverage Department is permitted by the convention or trade show to provide an area for food service within the gross exhibit floor area, the space so used will not be computed as part of the square footage occupied by Lessee.

Ingress - Egress:

Ingress-Egress time, at no charge, is computed on a one-for-one basis with show days, with a maximum of four (4) total complimentary days. After four (4) days, rate is one-half daily rental fee.

Services and Facilities included in Rental:

- Registration space (Pre-function Area) shall be provided to the Lessee at no additional charge based upon availability.
- Show Office shall be provided to the Lessee at no additional charge based upon availability.
- The OCC shall provide cleaning of premises throughout the event including aisles, lobby, and restrooms. Cleaning shall not include individual booths nor vacuuming aisle carpet. Lessee shall be responsible for removal of all bulk trash, crates, lumber, and packing materials prior to show opening and following move-out. Any costs incurred by the OCC for bulk trash not removed shall be charged to Lessee at the prevailing rate.
- Exhibit hall public address system is provided with a microphone. Additional equipment or personnel shall be charged to the Lessee at the prevailing rate.
- House lighting, ventilation, heat or air conditioning is provided during show hours. In recognition of the need to conserve energy, a minimum level of comfort will be maintained during move in/move out.

Event Requirements and Staffing:

The OCC shall provide all event related staff at the Lessee's expense. All event requirements must be approved by the OCC management at least fourteen (14) days prior to the beginning of the term of Lease.

Additional Services and Equipment (needs to be addressed at a later date, i.e. once caterer for the convention center is determined, etc.):

Examples: Audio/Video Equipment
Electrical and Utility Services
Catering and Concessions
Telephone Service
Forklifts, Spotlights, etc.
Security Personnel, Production Crews, etc.

Parking:

The OCC reserves the right to charge a fee to all users of its parking areas at the prevailing rate.

BOOKING POLICY

- A. Major conventions/trade shows that require the use of the Oregon Convention Center facilities will have first priority on dates until eighteen (18) months prior to the anticipated date of occupancy.
- B. If space is being held for a convention, trade show or meeting and said account does not confirm by signed contract to the Exposition-Recreation Commission eighteen (18) months prior to the designated occupancy date, the dates will be released after notification to the Greater Portland Convention and Visitors Association.
- C. The Exposition-Recreation Commission (hereafter referred to as the OCC Sales/Marketing Department) and the Greater Portland Convention and Visitors Association will confer to categorize conventions, trade shows and meetings as to regional impact/value, mutually agreeing upon booking priority.
- D. The policy will be in effect subject to the following criteria:
 - 1. Due to their importance and/or long standing relationship with the City of Portland, the following groups shall be exempt from adherence to this policy:
 - Portland Auto Show
 - Pacific NW Restaurant Show
 - Forest Industries Clinic and Machinery Show (Sawmill Clinic)
 - Far West Nursery Show
 - Northcon
 - Technical Association of the Pulp and Paper Industry (TAPPI)
 - 2. The policy for conventions and trade shows will take effect after the OCC Sales Department has received signed sales lead.

Exhibit "B"

OREGON CONVENTION CENTER

RATE SCHEDULE II

CONVENTIONS without EXHIBITS

SPACE	Dimensions	Square Footage	Minimum Rent	Additional Ingress/Egress
Exhibit Hall A-1	172 x 170 x 30'	29,240	\$1,200	\$600
Exhibit Hall A-2	172 x 170 x 30'	29,240	\$1,200	\$600
Exhibit Hall C	172 x 170 x 30'	29,240	\$1,200	\$600
Exhibit Hall B-2	172 x 170 x 30'	29,240	\$1,200	\$600
Exhibit Hall B-1	172 x 170 x 30'	29,240	\$1,200	\$600
Exhibit Hall A1 & A2 or B1 & B2	344 x 170 x 30'	58,480	\$2,400	\$1,200
Exhibit Hall A1 & A2 & C or B1 & B2 & C	344 x 170 x 30'	87,720	\$3,600	\$1,800
Exhibit Hall A1 & A2 & C & B2	344 x 170 x 30'	116,960	\$4,800	\$2,400
Exhibit Hall A1 & A2 & C & B1 & B2	-	146,200	\$6,000	\$3,000
Ballroom (entire)	110 x 240 x 25'	26,400	\$2,600	
Ballroom - Section 1	110 x 65 x 25'	7,150	\$700	
Ballroom - Section 2	110 x 55 x 25'	6,050	\$600	
Ballroom - Section 3	110 x 55 x 25'	6,050	\$600	
Ballroom - Section 4	110 x 65 x 25'	7,150	\$700	

Example: Amway Convention

OREGON CONVENTION CENTER
RATE SCHEDULE
MEETING ROOMS

SPACE	Dimensions	Square Footage	Rent
A-1	52 x 38	1,976	\$150
A-2	47 x 54	2,538	\$175
A-3	47 x 39	1,833	\$125
A-4	47 x 27	1,269	\$100
A-1, 4 B-1, 4	47 x 130	6,110	\$500
A-5	22 x 39	858	\$ 75
A-6	23 x 39	897	\$ 75
A-7	22 x 39	858	\$ 75
A-8	23 x 39	897	\$ 75
A-9	20 x 39	780	\$ 50
A-7, 8, 9	65 x 39	2,535	\$200
A-10	20 x 39	780	\$ 50
A-5, 6, 10	65 x 39	2,835	\$200
A-11	23 x 23	644	\$ 50
A-12	23 x 23	644	\$ 50
A-11, 12	46 x 28	1,288	\$100
A-13	12 x 14	168	\$ 25
A-14	12 x 14	168	\$ 25
B-1	52 x 38	1,976	\$150
B-2	47 x 54	2,538	\$175
B-3	47 x 39	1,833	\$150
B-4	47 x 27	1,269	\$100
B-5	22 x 39	858	\$ 75
B-6	23 x 39	897	\$ 75
B-7	22 x 39	858	\$ 75
B-8	23 x 39	897	\$ 75
B-9	20 x 39	780	\$ 50
B-7, 8, 9	65 x 39	2,535	\$200
B-10	20 x 39	780	\$ 50
B-5, 6, 10	65 x 39	2,535	\$200
B-11	23 x 23	644	\$ 50
B-12	23 x 23	644	\$ 50
B-11, 12	46 x 23	1,288	\$100
B-13	12 x 14	168	\$ 25
B-14	12 x 14	168	\$ 25

Rental Policies

Services and Facilities included in Rental:

- Registration space (Pre-function Area) shall be provided to the Lessee at no additional charge based upon availability.
- Show Office shall be provided to the Lessee at no additional charge based upon availability.
- The OCC shall provide cleaning of premises throughout the event including aisles, lobby, and restrooms. Lessee shall be responsible for removal of all bulk trash, crates, lumber, and packing materials prior to show opening and following move-out. Any costs incurred by the OCC for bulk trash not removed shall be charged to Lessee at the prevailing rate.
- Exhibit hall public address system is provided with a microphone. Additional equipment or personnel shall be charged to the Lessee at the prevailing rate.
- House lighting, ventilation, heat or air conditioning is provided during show hours. In recognition of the need to conserve energy, a minimum level of comfort will be maintained during move in/move out.

Event Requirements and Staffing:

The OCC shall provide all event related staff at the Lessee's expense. All event requirements must be approved by the OCC management at least fourteen (14) days prior to the beginning of the term of Lease.

Additional Services and Equipment (needs to be addressed at a later date, i.e. once caterer for the convention center is determined, etc.):

Examples: Audio/Video Equipment
Electrical and Utility Services
Catering and Concessions
Telephone Service
Forklifts, Spotlights, etc.
Security Personnel, Production Crews, etc.

Parking:

The OCC reserves the right to charge a fee to all users of its parking areas at the prevailing rate.

Exhibit "C"

OREGON CONVENTION CENTER

RATE SCHEDULE III

NON-CONVENTION MEETINGS

SPACE	Dimensions	Square Footage	Minimum Rent	Additional Ingress/Egress
Exhibit Hall A-1	172 x 170 x 30'	29,240	\$1,500	\$750
Exhibit Hall A-2	172 x 170 x 30'	29,240	\$1,500	\$750
Exhibit Hall C	172 x 170 x 30'	29,240	\$1,500	\$750
Exhibit Hall B-2	172 x 170 x 30'	29,240	\$1,500	\$750
Exhibit Hall B-1	172 x 170 x 30'	29,240	\$1,500	\$750
Exhibit Hall A1 & A2 or B1 & B2	344 x 170 x 30'	58,480	\$3,000	\$1,500
Exhibit Hall A1 & A2 & C or B1 & B2 & C	344 x 170 x 30'	87,720	\$4,500	\$2,250
Exhibit Hall A1 & A2 & C & B2	344 x 170 x 30'	116,960	\$6,000	\$3,000
Exhibit Hall A1 & A2 & C & B1 & B2	-	146,200	\$7,500	\$3,750
Ballroom (entire)	110 x 240 x 25'	26,400	\$2,800	
Ballroom - Section 1	110 x 65 x 25'	7,150	\$750	
Ballroom - Section 2	110 x 55 x 25'	6,050	\$650	
Ballroom - Section 3	110 x 55 x 25'	6,050	\$650	
Ballroom - Section 4	110 x 65 x 25'	7,150	\$750	

Definition

Non-Convention Meetings/Conferences: Held by local businesses or corporations, with little or no hotel rooms utilized. Typically one purpose events, the singular purpose may be educational (seminars), training, gathering or committees, etc.

**OREGON CONVENTION CENTER
RATE SCHEDULE
MEETING ROOMS**

SPACE	Dimensions	Square Footage	Rent
A-1	52 x 38	1,976	\$150
A-2	47 x 54	2,538	\$175
A-3	47 x 39	1,833	\$125
A-4	47 x 27	1,269	\$100
A-1, 4 B-1, 4	47 x 130	6,110	\$500
A-5	22 x 39	858	\$ 75
A-6	23 x 39	897	\$ 75
A-7	22 x 39	858	\$ 75
A-8	23 x 39	897	\$ 75
A-9	20 x 39	780	\$ 50
A-7, 8, 9	65 x 39	2,535	\$200
A-10	20 x 39	780	\$ 50
A-5, 6, 10	65 x 39	2,835	\$200
A-11	23 x 23	644	\$ 50
A-12	23 x 23	644	\$ 50
A-11, 12	46 x 28	1,288	\$100
A-13	12 x 14	168	\$ 25
A-14	12 x 14	168	\$ 25
B-1	52 x 38	1,976	\$150
B-2	47 x 54	2,538	\$175
B-3	47 x 39	1,833	\$150
B-4	47 x 27	1,269	\$100
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B-8	23 x 39	897	\$ 75
B-9	20 x 39	780	\$ 50
B-7, 8, 9	65 x 39	2,535	\$200
B-10	20 x 39	780	\$ 50
B-5, 6, 10	65 x 39	2,535	\$200
B-11	23 x 23	644	\$ 50
B-12	23 x 23	644	\$ 50
B-11, 12	46 x 23	1,288	\$100
B-13	12 x 14	168	\$ 25
B-14	12 x 14	168	\$ 25

Rental Policies

Services and Facilities included in Rental:

- Registration space (Pre-function Area) shall be provided to the Lessee at no additional charge based upon availability.
- Show Office shall be provided to the Lessee at no additional charge based upon availability.
- The OCC shall provide cleaning of premises throughout the event including aisles, lobby, and restrooms. Lessee shall be responsible for removal of all bulk trash, crates, lumber, and packing materials prior to show opening and following move-out. Any costs incurred by the OCC for bulk trash not removed shall be charged to Lessee at the prevailing rate.
- Exhibit hall public address system is provided with a microphone. Additional equipment or personnel shall be charged to the Lessee at the prevailing rate.
- House lighting, ventilation, heat or air conditioning is provided during show hours. In recognition of the need to conserve energy, a minimum level of comfort will be maintained during move in/move out.

Event Requirements and Staffing:

The OCC shall provide all event related staff at the Lessee's expense. All event requirements must be approved by the OCC management at least fourteen (14) days prior to the beginning of the term of Lease.

Additional Services and Equipment (needs to be addressed at a later date, i.e. once caterer for the convention center is determined, etc.):

Examples: Audio/Video Equipment
Electrical and Utility Services
Catering and Concessions
Telephone Service
Forklifts, Spotlights, etc.
Security Personnel, Production Crews, etc.

Parking:

The OCC reserves the right to charge a fee to all users of its parking areas at the prevailing rate.

Exhibit "D"

OREGON CONVENTION CENTER
RATE SCHEDULE
MEETING ROOMS

SPACE	Dimensions	Square Footage	Rent
A-1	52 x 38	1,976	\$150
A-2	47 x 54	2,538	\$175
A-3	47 x 39	1,833	\$125
A-4	47 x 27	1,269	\$100
A-1, 4 B-1, 4	47 x 130	6,110	\$500
A-5	22 x 39	858	\$ 75
A-6	23 x 39	897	\$ 75
A-7	22 x 39	858	\$ 75
A-8	23 x 39	897	\$ 75
A-9	20 x 39	780	\$ 50
A-7, 8, 9	65 x 39	2,535	\$200
A-10	20 x 39	780	\$ 50
A-5, 6, 10	65 x 39	2,835	\$200
A-11	23 x 23	644	\$ 50
A-12	23 x 23	644	\$ 50
A-11, 12	46 x 28	1,288	\$100
A-13	12 x 14	168	\$ 25
A-14	12 x 14	168	\$ 25
B-1	52 x 38	1,976	\$150
B-2	47 x 54	2,538	\$175
B-3	47 x 39	1,833	\$150
B-4	47 x 27	1,269	\$100
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B-7, 8, 9	65 x 39	2,535	\$200
B-10	20 x 39	780	\$ 50
B-5, 6, 10	65 x 39	2,535	\$200
B-11	23 x 23	644	\$ 50
B-12	23 x 23	644	\$ 50
B-11, 12	46 x 23	1,288	\$100
B-13	12 x 14	168	\$ 25
B-14	12 x 14	168	\$ 25

OREGON CONVENTION CENTER

RATE SCHEDULE IV

CONSUMER TRADE SHOW

SPACE	Square Footage	Minimum Rent
Exhibit Hall A-1	29,240	\$1,500 vs. 15% Gross Ticket Sales
Exhibit Hall A-2	29,240	\$1,500 vs. 15% Gross Ticket Sales
Exhibit Hall C	29,240	\$1,500 vs. 15% Gross Ticket Sales
Exhibit Hall B-2	29,240	\$1,500 vs. 15% Gross Ticket Sales
Exhibit Hall B-1	29,240	\$1,500 vs. 15% Gross Ticket Sales
Exhibit Hall - A1 & A2 or B1 & B2	58,480	\$3,000 vs. 15% Gross Ticket Sales
Exhibit Hall - A1 & A2 & C or B1 & B2 & C	87,720	\$4,500 vs. 15% Gross Ticket Sales
Exhibit Hall - A1 & A2 & C & B2	116,960	\$6,000 vs. 15% Gross Ticket Sales
Exhibit Hall - A1 & A2 & C & B1 & B2	146,200	\$7,500 vs. 15% Gross Ticket Sales

Definition

Consumer Trade Show: A show open to the public in our exhibit environment for the purpose of promotion and selling products and/or concepts to consumers. Generally an admission fee is involved and no hotel rooms and/or meeting space is required by the attendees.

CONSUMER TRADE SHOW

Greater Portland Auto Show (Cahners Exposition)

Memorial Coliseum 1987 rental costs : \$23,000

Three halls, six show days: \$21,000

Ingress day at half rental: \$2,600

Ingress and egress day at no charge and two meeting rooms free.

Gross Ticket Revenues:

1986 - \$216,419*

1987 - \$148,917*

*Note: The Auto Show changed its format in 1987 from a "selling" show to a "non-selling" show and realized a decline in attendance. The Oregon Auto Dealers are returning the event to its former composition in 1988.

Scenario for show at the OCC:

1990 rental costs: \$45,000

Five halls, six show days.

(Each hall at \$1,500 per day - \$7,600 x 6)

No ingress or egress charges.

vs. 15% gross ticket revenue (based on 1986 sales - \$216,419), fee would be \$32,463.
Figuring a 20% increase in 1986 gross ticket revenues--based on growth rate for the show--fee would be \$398,995.

vs. 20% gross ticket revenue (i.e. Moscone), fee would be \$43,284 (or, with 20% attendance increase, \$51,940).

(The gross ticket revenue does not usually exceed the base rent, unless it is a particularly successful show.)

Our aim is to charge a higher premium than the Memorial Coliseum exhibit rental fees, but not price ourselves out of the market.

RENTAL RATES

Exhibit Space: \$1,500 per hall vs. 15% gross ticket revenue.

Commercial rates vary throughout the industry, depending upon how important the business is to the facility. In the early years of a new building, the commercial rate is fairly reasonable.

Rental Policies

Exhibit Space Utilized for Food and Beverage Service:

When the OCC Food and Beverage Department is permitted by the convention or trade show to provide an area for food service within the gross exhibit floor area, the space so used will not be computed as part of the square footage occupied by Lessee.

Ingress - Egress:

Ingress-Egress time is computed on a one-for-one basis with show days, with a maximum of four (4) total complimentary days. After four (4) days, rate is one-half daily rental fee.

Services and Facilities included in Rental:

- Registration space (Pre-function Area) shall be provided to the Lessee at no additional charge based upon availability.
- Show Office shall be provided to the Lessee at no additional charge based upon availability.
- The OCC shall provide cleaning of premises throughout the event including aisles, lobby, and restrooms. Cleaning shall not include individual booths nor vacuuming aisle carpet. Lessee shall be responsible for removal of all bulk trash, crates, lumber, and packing materials prior to show opening and following move-out. Any costs incurred by the OCC for bulk trash not removed shall be charged to Lessee at the prevailing rate.
- Exhibit hall public address system is provided with a microphone. Additional equipment or personnel shall be charged to the Lessee at the prevailing rate.
- House lighting, ventilation, heat or air conditioning is provided during show hours. In recognition of the need to conserve energy, a minimum level of comfort will be maintained during move in/move out.

Event Requirements and Staffing:

The OCC shall provide all event related staff at the Lessee's expense. All event requirements must be approved by the OCC management at least fourteen (14) days prior to the beginning of the term of Lease.

Additional Services and Equipment (needs to be addressed at a later date, i.e. once caterer for the convention center is determined, etc.):

Examples: Audio/Video Equipment
Electrical and Utility Services
Catering and Concessions
Telephone Service
Forklifts, Spotlights, etc.
Security Personnel, Production Crews, etc.

Parking:

The OCC reserves the right to charge a fee to all users of its parking areas at the prevailing rate.

Exhibit "E"

OREGON CONVENTION CENTER
RATE SCHEDULE V
COMMERCIAL ENTERTAINMENT

Space	Capacity	Rent
Exhibit Hall A-1	3,500	\$1,500 vs. 12% Gross Ticket Sales
Exhibit Hall A-2	3,500	\$1,500 vs. 12% Gross Ticket Sales
Exhibit Hall C	3,500	\$1,500 vs. 12% Gross Ticket Sales
Exhibit Hall B-2	3,500	\$1,500 vs. 12% Gross Ticket Sales
Exhibit Hall B-1	3,500	\$1,500 vs. 12% Gross Ticket Sales
Exhibit Hall - A1& A2 or B1 & B2	7,000	\$3,000 vs. 12% Gross Ticket Sales
Exhibit Hall - A1 & A2 & C or B1 & B2 & C	10,000	\$4,500 vs. 12% Gross Ticket Sales

Definition

Commercial Entertainment: An event which utilizes the Exhibit space for the purposes of an entertainment type activity where seating and a stage is involved. Admission fee is charged to the public.

Example: Wrestling

RENTAL RATES

Exhibit Space: \$1,500 per hall vs. 12% gross ticket revenue.

Lower percentage due to higher ticket costs on this type of event.

Rental Policies

Services and Facilities included in Rental:

- Registration space (Pre-function Area) shall be provided to the Lessee at no additional charge based upon availability.
- Show Office shall be provided to the Lessee at no additional charge based upon availability.
- The OCC shall provide cleaning of premises throughout the event including aisles, lobby, and restrooms. Lessee shall be responsible for removal of all bulk trash, crates, lumber, and packing materials prior to show opening and following move-out. Any costs incurred by the OCC for bulk trash not removed shall be charged to Lessee at the prevailing rate.
- Exhibit hall public address system is provided with a microphone. Additional equipment or personnel shall be charged to the Lessee at the prevailing rate.
- House lighting, ventilation, heat or air conditioning is provided during show hours. In recognition of the need to conserve energy, a minimum level of comfort will be maintained during move in/move out.

Event Requirements and Staffing:

The OCC shall provide all event related staff at the Lessee's expense. All event requirements must be approved by the OCC management at least fourteen (14) days prior to the beginning of the term of Lease.

Additional Services and Equipment (needs to be addressed at a later date, i.e. once caterer for the convention center is determined, etc.):

Examples: Audio/Video Equipment
Electrical and Utility Services
Catering and Concessions
Telephone Service
Forklifts, Spotlights, etc.
Security Personnel, Production Crews, etc.

Parking:

The OCC reserves the right to charge a fee to all users of its parking areas at the prevailing rate.

Communications

On the following page is a flow chart of the communication process between the GPCVA and the OCC Marketing/Sales Department.

The chart outlines the typical manner in which a convention is solicited to bring their meeting to Portland.

The time frame for this procedure widely varies depending upon the convention.

STAFF REPORT

Agenda Item No. 10.5

Meeting Date Nov. 12, 1987

CONSIDERATION OF RESOLUTION NO. 87-821 AMENDING
RESOLUTION NO. 87-744, REVISING THE FY 1987-88
BUDGET & APPROPRIATIONS SCHEDULE FOR AN AQUARIUM
STUDY, INTERIM TASK FORCE ON REGIONAL METROPOLITAN
GOVERNMENTS, HEALTH IMPACT REVIEW PANEL, TWO
COPIER PURCHASES AND COUNCIL NEEDS

Date: November 2, 1987

Presented by: Raymond A. Phelps
Jennifer Sims

FACTUAL BACKGROUND AND ANALYSIS

The proposed resolution provides necessary budget amendments for the following items:

1. Health Impact Review Panel, Solid Waste

A transfer of contingency funds in the amount of \$40,000 to the materials and services category in the Solid Waste Facilities Development Program. The transfer is necessary in order to cover the costs of the Health Impact Review Panel, created by Council action to conduct an independent scientific review of the potential environmental health impacts surrounding the siting of a resource recovery/RDF facility in St. Helens, Oregon. This assignment was not in the original scope of work developed for the Facilities Development Program in the FY 1987-88 Solid Waste budget.

2. Interim Task Force on Regional Metropolitan Governments

Metro's share of the total project costs for FY 1987-88 will be \$41,974. This amount includes \$38,487 to be paid directly to the state; increases of \$1,125 in the Management Services Division to cover the costs of additional postage and printing; and an in-kind contribution for rent valued at \$2,362.

This action transfers \$39,612 from the General Fund contingency to the materials and services category within Executive Management (\$38,487 payment to state) and Management Services (\$1,125 postage and printing) for Metro's share of FY 1987-88 expenses. The in-kind contribution of rent will not require a budget action.

3. Zoo Aquarium Study

Provides for a \$25,000 transfer from the Zoo Capital fund contingency to a newly created project line item for Phase 2 of the Aquarium Study. Metro contributed \$25,000 to the Phase 1 effort. The purpose and scope of the study was reviewed by the Council Management Committee on October 15, 1987.

Council Office Furniture and Supplies

Council staff requests a \$1,300 increase in appropriation for capital outlay to purchase two computer tables, two tables and a desk chair. Also, an increase of \$1,600 in office supplies is requested because expenses are higher than projected and purchases are planned or have already been made for a coat rack, file cabinet, floor mats, side chairs and other miscellaneous items. A total transfer of \$2,900 from contingency is needed.

5. Copier Purchase, Management Services

Acquisition of a new copier is budgeted in Management Services under lease payments. Bids are significantly less than anticipated. Therefore, an outright purchase will be advantageous over a lease. A transfer of \$7,670 from materials and services, lease payments to capital outlay, office furniture and equipment will allow the purchase.

6. Copier Purchase, Zoo Administration

Consideration of a contract for purchase of a new copier is scheduled on this Council agenda (November 12, 1987). Two budget actions are needed to allow the purchase. First, a transfer of \$4,000 from materials and services, maintenance and repairs to capital outlay, office equipment would apply first year maintenance savings toward the copier purchase. Second, transfer of \$6,449 from contingency to capital outlay is needed to cover an expenditure that has unexpectedly been charged to FY 1987-88 when budgeted for last fiscal year.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 87-821.

JS/sm
8283C/517
11/02/87

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING	)	RESOLUTION NO. 87-821
RESOLUTION NO. 87-744, REVISING)	
THE FY 1987-88 BUDGET & APPRO-	)	Introduced by the
PRIATIONS SCHEDULE FOR AN AQUARIUM	)	Executive Officer
STUDY, INTERIM TASK FORCE ON)	
REGIONAL METROPOLITAN GOVERNMENTS,)	
HEALTH IMPACT REVIEW PANEL, TWO)	
COPIER PURCHASES AND COUNCIL NEEDS)	

WHEREAS, The Council of the Metropolitan Service District
has reviewed and considered various needs to modify the FY 1987-88
Budget; and

WHEREAS, The needs for additional funding or a modified
budget plan are justified; and

WHEREAS, Adequate contingency exists for identified needs;
now, therefore,

BE IT RESOLVED,

That Resolution No. 87-744, Exhibit B, FY 1987-88 Budget,
and Exhibit C, Schedule of Appropriations, are hereby amended as
shown in Exhibits A and B to this Resolution.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1987.

Richard Waker, Presiding Officer

JS/sm
8283C/517
11/02/87

EXHIBIT A
RESOLUTION NO. 87-821

GENERAL FUND: Council		CURRENT BUDGET		INTERIM TASK FORCE		COPIER PURCHASE		COUNCIL PURCHASES		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
10-10	Total Personal Services	4.50	183,226							4.50	183,226
	Materials & Services										
7010	Council Per Dien		25,920								25,920
7050	Councilor Expenses		19,200								19,200
7100	Travel		5,500								5,500
7110	Meetings & Conferences		4,600								4,600
7120	Training & Tuition		500								500
7130	Dues & Subscriptions		200								200
7140	Ads & Legal Notices		500								500
7410	Supplies- Office		600					1,600			2,200
7500	Contractual Services		3,000								3,000
7540	Audit Services		10,000								10,000
	Total Materials & Services		70,020					1,600			71,620
	Capital Outlay										
8570	Office Furniture & Equipment		1,860					1,300			3,160
	Total Capital Outlay		1,860					1,300			3,160
	TOTAL EXPENDITURES	4.50	255,106					2,900		4.50	258,006

EXHIBIT A
RESOLUTION NO. 87-821

GENERAL FUND:Executive Management		CURRENT BUDGET		INTERIM TASK FORCE		COPIER PURCHASE		COUNCIL PURCHASES		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
10-20	Total Personal Services	7.50	346,183							7.50	346,183
	Materials & Services										
7100	Travel		6,000								6,000
7110	Meetings & Conferences		5,000								5,000
7120	Training & Tuition		1,500								1,500
7130	Dues & Subscriptions		11,500								11,500
7410	Supplies- Office		1,100								1,100
7500	Contractual Services		15,000								15,000
7510	Payments to Other Agencies		0		38,487						38,487
	Total Materials & Services		40,100		38,487						78,587
	Total Capital Outlay		3,000								3,000
	TOTAL EXPENDITURES	7.50	389,283		38,487					7.50	427,770

EXHIBIT A
RESOLUTION NO. 87-821

GENERAL FUND: General Expenses		CURRENT BUDGET		INTERIM TASK FORCE		COPIER PURCHASE		COUNCIL PURCHASES		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Transfers, Contingency, Unappropriated Balance											
9130	Transfer to Building Mgmt Fund		240,737								240,737
9150	Transfer to Insurance		10,211								10,211
9400	Transfer to IRC Fund		21,953								21,953
9450	Transfer to CTS Fund		0								0
9700	Contingency		197,257		(39,612)				(2,900)		154,745
	Unappropriated Fund Balance		53,667								53,667
Total Trans., Contin., Unappr. Fund Bal.			523,825		(39,612)		0		(2,900)		481,313
TOTAL EXPENDITURES		47.64	3,115,707		0		0		0	47.64	3,115,707

EXHIBIT A
RESOLUTION NO. 87-821

GENERAL FUND: Management Services		CURRENT BUDGET		INTERIM TASK FORCE		COPIER PURCHASE		COUNCIL PURCHASES		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
10-34	Total Personal Services	11.22	390,402							11.22	390,402
	Materials & Services										
7100	Travel		1,270								1,270
7120	Training & Tuition		1,375								1,375
7130	Dues & Subscriptions		1,094								1,094
7140	Ads & Legal Notices		5,200								5,200
7150	Printing		23,900		525						24,425
7160	Typesetting		300								300
7190	Election Expenses		120,000								120,000
7230	Telephone		39,720								39,720
7250	Fuels & Lubricants		3,500								3,500
7300	Postage		41,947		600						42,547
7320	Maintenance & Repair-Vehicles		2,070								2,070
7330	Maintenance & Repair-Equipment		21,015								21,015
7360	Equipment Rental		1,980								1,980
7410	Supplies- Office		13,060								13,060
7440	Supplies-Graphics		1,000								1,000
7450	Supplies-Other		400								400
7500	Contractual Services		11,460								11,460
7510	Payments to Other Agencies		7,660								7,660
7760	Lease Payment-Vehicle		12,600								12,600
7770	Lease Pay.-Furniture & Equip.		61,183				(7,670)				53,513
7900	Miscellaneous		1,000								1,000
	Total Materials & Services		371,734		1,125		(7,670)				365,189
	Capital Outlay										
8570	Office Furniture & Equipment		19,361				7,670				27,031
	Total Capital Outlay		19,361				7,670				27,031
	TOTAL EXPENDITURES	11.22	781,497		1,125		0			11.22	782,622

EXHIBIT A
RESOLUTION NO. 87-821

ZOO OPERATING: General Expenses

		CURRENT BUDGET		COPIER PURCHASE		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT

	Transfers, Contingency, Unappropriated Balance						

9100	Transfer to General Fund		602,837				602,837
9150	Transfer to Insurance Fund		272,978				272,978
9200	Transfer to Zoo Capital Fund		2,219,549				2,219,549
9700	Contingency		259,134		(6,449)		252,685
	Unappropriated Fund Balance		820,197				820,197
	-----				-----		-----
	Total Trans., Contin., Unappr. Fund Bal.		4,174,695		(6,449)		4,168,246
	-----				-----		-----
	TOTAL EXPENDITURES	139.63	10,537,520		0	139.63	10,537,520

EXHIBIT A
RESOLUTION NO. 87-821

ZOO OPERATING:Administration

		CURRENT BUDGET		COPIER PURCHASE		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
20-01	Total Personal Services	6.72	283,022			6.72	283,022
	Materials & Services						
7100	Travel		10,400				10,400
7110	Meetings & Conferences		6,240				6,240
7120	Training & Tuition		1,050				1,050
7130	Dues & Subscriptions		5,512				5,512
7140	Ads & Legal Notices		3,016				3,016
7150	Printing		9,400				9,400
7230	Telephone		35,576				35,576
7300	Postage		14,940				14,940
7330	Maintenance & Repair-Equipment		17,680		(4,000)		13,680
7410	Supplies- Office		15,080				15,080
7500	Contractual Services		31,915				31,915
7900	Miscellaneous		5,200				5,200
	Total Materials & Services		156,009		(4,000)		152,009
	Capital Outlay						
8570	Office Furniture & Equipment		17,150		10,449		27,599
	Total Capital Outlay		17,150		10,449		27,599
	TOTAL EXPENDITURES	6.72	456,181		6,449	6.72	462,630

EXHIBIT A
RESOLUTION NO. 87-821

SOLID WASTE:Facilities Development		CURRENT BUDGET		HEALTH IMPACT REVIEW		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
30-06	Total Personal Services	6.83	271,873			6.83	271,873
	Materials & Services						
7100	Travel		7,000				7,000
7110	Meetings & Conferences		3,550		4,500		8,050
7130	Dues & Subscriptions		665				665
7140	Ads & Legal Notices		3,115				3,115
7150	Printing		5,400		4,000		9,400
7160	Typesetting		200				200
7230	Telephone		0		1,000		1,000
7300	Postage		0		1,000		1,000
7330	Maintenance & Repair-Equipment		450				450
7410	Supplies- Office		200				200
7440	Supplies-Graphics		200				200
7450	Supplies-Other		150				150
7500	Contractual Services		505,000		27,000		532,000
7510	Payments to Other Agencies		590,000				590,000
7770	Lease Pay.-Furniture & Equip.		0		2,500		2,500
	Total Materials & Services		1,115,930		40,000		1,155,930
	Total Capital Outlay		1,400				1,400
	TOTAL EXPENDITURES	6.83	1,389,203		40,000	6.83	1,429,203

EXHIBIT A
RESOLUTION NO. 87-821

ZOO CAPITAL		CURRENT BUDGET		AQUARIUM STUDY		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
	Total Personal Services	1.00	53,439			1.00	53,439
	Materials & Services						
7500	AQUARIUM STUDY-PHASE 2 Contractual Services		0		25,000		25,000
	Total Materials & Services		0		25,000		25,000
	Total Capital Outlay		6,895,292		0		6,895,292
	Transfers, Contingency, Unappropriated Balance						
9700	Contingency		156,364		(25,000)		131,364
	Unappropriated Balance		2,783,350				2,783,350
	Total Trans., Contingency, Unapp. Balance		2,939,714		(25,000)		2,914,714
	Total Requirements	1.00	9,888,445	0.00	0	1.00	9,888,445

EXHIBIT A
RESOLUTION NO. 87-821

SOLID WASTE:General Expenses		CURRENT BUDGET		HEALTH IMPACT REVIEW		PROPOSED BUDGET	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Transfers, Contingency, Unappropriated Balance							
9100	Transfer to General Fund		1,116,363				1,116,363
9130	Transfer to Building Mgmt Fund		74,923				74,923
9150	Transfer to Insurance Fund		364,878				364,878
9320	Transfer to Solid Waste Debt		916,261				916,261
9330	Transfer to Solid Waste Cap.		968,749				968,749
9340	Transfer to St. Johns Reserve		227,993				227,993
9680	Transfer to Rehab & Enhance.		277,216				277,216
9400	Transfer to IRC Fund		7,500				7,500
9700	Contingency		945,579		(40,000)		905,579
	Unappropriated Fund Balance		1,398,416				1,398,416
Total Trans., Contin., Unappr. Fund Bal.			6,297,878		(40,000)		6,257,878
TOTAL EXPENDITURES		41.53	19,707,750		0	41.53	19,707,750

EXHIBIT B

SCHEDULE OF APPROPRIATIONS

	CURRENT APPROPRIATION	REVISION	PROPOSED APPROPRIATION
	-----	-----	-----
Animal Management			
Personal Services	\$ 1,209,183	\$	\$ 1,209,183
Materials & Services	214,900		214,900
Capital Outlay	14,300		14,300
	-----	-----	-----
Subtotal	\$ 1,438,383	\$ 0	\$ 1,438,383
Facilities Management			
Personal Services	\$ 978,228	\$	\$ 978,228
Materials & Services	898,737		898,737
Capital Outlay	381,156		381,156
	-----	-----	-----
Subtotal	\$ 2,258,121	\$ 0	\$ 2,258,121
Education Services			
Personal Services	\$ 425,146	\$	\$ 425,146
Materials & Services	93,347		93,347
Capital Outlay	11,400		11,400
	-----	-----	-----
Subtotal	\$ 529,893	\$ 0	\$ 529,893
Marketing			
Personal Services	\$ 106,752	\$	\$ 106,752
Materials & Services	145,955		145,955
Capital Outlay	6,750		6,750
	-----	-----	-----
Subtotal	\$ 259,457	\$ 0	\$ 259,457
Visitor Services			
Personal Services	\$ 738,510	\$	\$ 738,510
Materials & Services	653,560		653,560
Capital Outlay	28,720		28,720
	-----	-----	-----
Subtotal	\$ 1,420,790	\$ 0	\$ 1,420,790
General Expenses			
Contingency	\$ 259,134	\$ (6,449)	\$ 252,685
Transfers	3,095,364		3,095,364
	-----	-----	-----
Subtotal	\$ 3,354,498	\$ (6,449)	\$ 3,348,049
Unappropriated Balance	\$ 820,197	\$ 0	\$ 820,197
Total Zoo Operating Fund Requirements	\$ 10,537,520	\$ 0	\$ 10,537,520

EXHIBIT B

SCHEDULE OF APPROPRIATIONS

	CURRENT APPROPRIATION	REVISION	PROPOSED APPROPRIATION
	-----	-----	-----
GENERAL FUND			

Council			
Personal Services	\$ 183,226	\$	\$ 183,226
Materials & Services	70,020	1,600	71,620
Capital Outlay	1,860	1,300	3,160
	-----	-----	-----
Subtotal	\$ 255,106	\$ 2,900	\$ 258,006
Executive Management			
Personal Services	\$ 346,183	\$	\$ 346,183
Materials & Services	40,100	38,487	78,587
Capital Outlay	3,000		3,000
	-----	-----	-----
Subtotal	\$ 389,283	\$ 38,487	\$ 427,770
Finance & Administration			
Personal Services	\$ 897,253	\$	\$ 897,253
Materials & Services	575,865	(6,545)	569,320
Capital Outlay	27,436	7,670	35,106
	-----	-----	-----
Subtotal	\$ 1,500,554	\$ 1,125	\$ 1,501,679
Public Affairs			
Personal Services	\$ 376,573	\$	\$ 376,573
Materials & Services	59,716		59,716
Capital Outlay	10,650		10,650
	-----	-----	-----
Subtotal	\$ 446,939	\$ 0	\$ 446,939
General Expense			
Contingency	\$ 197,257	\$ (42,512)	\$ 154,745
Transfers	272,901		272,901
	-----	-----	-----
Subtotal	\$ 470,158	\$ (42,512)	\$ 427,646
Unappropriated Balance	\$ 53,667	\$ 0	\$ 53,667
Total General Fund Requirements	\$ 3,115,707	\$ 0	\$ 3,115,707
ZOO OPERATING FUND			

Administration			
Personal Services	\$ 283,022	\$	\$ 283,022
Materials & Services	156,009	(4,000)	152,009
Capital Outlay	17,150	10,449	27,599
	-----	-----	-----
Subtotal	\$ 456,181	\$ 6,449	\$ 462,630

EXHIBIT B

SCHEDULE OF APPROPRIATIONS

	CURRENT APPROPRIATION	REVISION	PROPOSED APPROPRIATION
	-----	-----	-----
Waste Reduction			
Personal Services	\$ 265,938	\$	\$ 265,938
Materials & Services	342,155		342,155
Capital Outlay	4,600		4,600
	-----	-----	-----
Subtotal	\$ 612,693	\$ 0	\$ 612,693
System Planning			
Personal Services	\$ 122,284	\$	\$ 122,284
Materials & Services	128,275		128,275
Capital Outlay	0		0
	-----	-----	-----
Subtotal	\$ 250,559	\$ 0	\$ 250,559
General Expense			
Contingency	\$ 945,579	\$ (40,000)	\$ 905,579
Transfers	3,953,883		3,953,883
	-----	-----	-----
Subtotal	\$ 4,899,462	\$ (40,000)	\$ 4,859,462
Unappropriated Balance	\$ 1,398,416	\$ 0	\$ 1,398,416
Total Solid Waste Operating Fund Requirements	\$ 19,707,750	\$ 0	\$ 19,707,750

NO CHANGES IN ANY OTHER FUND

EXHIBIT B

SCHEDULE OF APPROPRIATIONS

	CURRENT APPROPRIATION	REVISION	PROPOSED APPROPRIATION
	-----	-----	-----
ZOO CAPITAL FUND			
Personal Services	\$ 53,439	\$	\$ 53,439
Materials & Services	0	25,000	25,000
Capital Outlay	6,895,292		6,895,292
Contingency	156,364	(25,000)	131,364
Unappropriated Balance	2,783,350		2,783,350
	-----	-----	-----
Total Zoo Capital Fund Requirements	\$ 9,888,445	\$ 0	\$ 9,888,445
SOLID WASTE OPERATING FUND			
Administration			
Personal Services	\$ 189,540	\$	\$ 189,540
Materials & Services	112,120		112,120
Capital Outlay	40,000		40,000
	-----	-----	-----
Subtotal	\$ 341,660	\$ 0	\$ 341,660
St. Johns Landfill			
Personal Services	\$ 304,680	\$	\$ 304,680
Materials & Services	7,568,480		7,568,480
Capital Outlay	69,000		69,000
	-----	-----	-----
Subtotal	\$ 7,942,160	\$ 0	\$ 7,942,160
CTRC			
Personal Services	\$ 149,332	\$	\$ 149,332
Materials & Services	2,642,490		2,642,490
Capital Outlay	18,800		18,800
	-----	-----	-----
Subtotal	\$ 2,810,622	\$ 0	\$ 2,810,622
WTRC			
Personal Services	\$ 38,300	\$	\$ 38,300
Materials & Services	19,675		19,675
Capital Outlay	5,000		5,000
	-----	-----	-----
Subtotal	\$ 62,975	\$ 0	\$ 62,975
Facilities Development			
Personal Services	\$ 271,873	\$	\$ 271,873
Materials & Services	1,115,930	40,000	1,155,930
Capital Outlay	1,400		1,400
	-----	-----	-----
Subtotal	\$ 1,389,203	\$ 40,000	\$ 1,429,203



METRO

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

Memorandum

Agenda Item No. 10.5

Date: November 12, 1987

Meeting Date Nov. 12, 1987

To: Metro Council

From: Councilor Kirkpatrick, Chairman
Zoo Planning Committee

Regarding: AGENDA ITEM NO. 10.5 BUDGET AND APPROPRIATIONS RESOLUTION
NO. 87-821 (PHASE II AQUARIUM STUDY)

This memo is in regard to the Aquarium Study portion of the Budget and Appropriation Resolution. I am asking, after consultation with the Executive Officer's staff, that the \$25,000 request for the Aquarium Study be deleted from this Resolution and be brought back to the November 24, 1987, Council meeting along with the completed Intergovernmental Agreement (IGA) with the Portland Development Commission.

I want to reiterate that the Committee supports proceeding with Phase II (see memo dated November 6, 1987), but the draft IGA needs to be revised to: 1) incorporate concerns of the Committee regarding review of the Phase I Feasibility Study (review major assumptions re: visitation estimates, admission fees and economic benefits) and 2) specify the make-up of the Aquarium Study Committee mentioned in the IGA.

It is my recommendation that the Budget and Appropriation and IGA be decided as one package at the November 24, 1987, Council meeting.

CK:pa



METRO

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

Memorandum

Agenda Item No. 10.5

Meeting Date Nov. 12, 1987

Date: November 6, 1987

To: Metro Council

From: Councilor Kirkpatrick *CK*
Chair, Zoo Planning Committee

Regarding: AGENDA ITEM 10.5 AT NOVEMBER 12, 1987, COUNCIL MEETING --
APPROPRIATION FOR PHASE II OF AQUARIUM STUDY (RESOLUTION
NO. 87-821)

The Committee met on November 3, 1987, in Room 240 of the Metro Center. In attendance were: Councilors Kirkpatrick and DeJardin; Bruce Allen, PDC; Steve Lowenstein, Commissioner Lindberg's Office; Doug Anderson; John Hall; Dick Engstrom and Don Carlson.

The purpose of the meeting was to discuss Metro's participation in Phase II of the Aquarium Study. Items on the agenda were: 1) to explore concerns expressed by Mr. Anderson and Mr. Hall about the data and conclusions of the Phase I report, and 2) to discuss the draft Intergovernmental Agreement between Metro and the Portland Development Commission to implement Phase II particularly as it related to the establishment of a "Blue Ribbon Study Committee."

The Committee reviewed the concerns of Mr. Anderson and Mr. Hall by discussing the Council staff memo dated November 2, 1987, titled "Questions Concerning the Phase I Aquarium Feasibility Study." There was much discussion on all of the questions raised. Mr. Anderson and Mr. Hall expressed concern about some of the methodology of the study and that it possibly paints an overly positive picture of the economic benefits of the aquarium. Mr. Allen and Mr. Lowenstein expressed the opinion that the consultants (ERA) were very experienced and competent in the aquarium feasibility field and that the Phase I study is recognized by some experts as one of the best in the country. There was general agreement that Phase II should provide more specific information regarding the financial feasibility and impact of an aquarium project.

Regarding the Intergovernmental Agreement it is proposed that a "Blue Ribbon Committee" be established to carry out Phase II. Regarding the establishment of the committee, Councilors Kirkpatrick and DeJardin generally concluded that the Metro Council should confirm appointments to the committee and that the committee should be representative of a variety of interests in the region and geo-

Metro Council
November 6, 1987
Page 2

graphic areas of the region. Mr. Lowenstein expressed interest on the part of the City to work with Metro to develop a common list of appointees that could be mutually agreed upon by both entities. Chair Kirkpatrick instructed Council staff to work with the Executive Officer and Commissioner Lindberg's office to develop a framework for the establishment of the "Blue Ribbon Committee."

Regarding participation in Phase II of the Aquarium Study, the Zoo Planning Committee recommends: 1) approval of the \$25,000 appropriation; 2) creation of a "Blue Ribbon Committee"; 3) that the initial task in the Phase II Scope of Work be clarified to require the Blue Ribbon Committee to address the concerns raised by Mr. Anderson and Mr. Hall regarding the Phase I study; and 4) that in making a future recommendation to the Metro Council, the Blue Ribbon Committee address the issue of the financial feasibility and make a finding or conclusions in regard to the issue.

DEC/sm
8489C/D1

Agenda Item No. 10.5

November 11, 1987

Meeting Date Nov. 12, 1987

From: Corky *csk*
To: Metro Council

re: Health Impact Panel staff

I am unable to attend the November 12 meeting because of a conflict with the National Association Regional Council board meeting, but I want to register strong objection to the amount of the transfer for contractual services for the health impact contract and the process of approval for the item.

My objection was originally expressed at the October 22 Council session when we were briefed on the item without prior information on the selection or cost. I was amazed, then, when the item was presented to the October 29 management committee as an addition to the agenda with no prior notice.

It is my understanding, in fact, that the contractor actually started work before approval of the contract by the management committee based on a phone call survey of Council members conducted by Don Rocks. I think it is unfortunate for us to accept business done in this manner, because it does not give us an opportunity for open discussion of the issue.

Not only am I upset with the process, but I think the amount of the contract is excessive and the selection process was prejudiced. Staff assistance for a committee for three months at \$27,000 is out of line, especially when you consider no one else was interviewed for the position. When you also consider this does not include any clerical work and Metro will also provide that service the issue is even more unreasonable.

I do not disagree that we need competent staff. When I suggested to Councilor Gardner that I could find other proposals in two days' time he rejected the offer. I believe we are not spending our resources wisely when we allow contracts to be issued without competition.

STAFF REPORT

Agenda Item No. 10.6

Meeting Date Nov. 12, 1987

CONSIDERATION OF RESOLUTION NO. 87-824 FOR THE
PURPOSE OF ADDING 1 ANALYST III, 1 SECRETARY AND .5
FTE OFFICE ASSISTANT TO THE SOLID WASTE DEPARTMENT.

Date: November 12, 1987

Presented by: Rich Owings

FACTUAL BACKGROUND AND ANALYSIS

The Solid Waste Department has identified a need for staff increases in Waste Reduction and Support Services in order to carry out an increased work program in the Department. A total staff increase of 2.5 FTE is requested, based upon the following justification and program needs.

STAFF NEEDS

1. Hazardous Waste Position

As a result of legislative acts approved in the 1987 session, Metro has been designated more responsibility for hazardous waste reduction and management than it has previously had. An increasing public awareness of hazardous waste issues as well as changes in federal laws have also led to the need for Metro to have more involvement in hazardous waste management planning and implementation.

It is timely for Metro to assume a more active role in hazardous waste material management as the safe handling and disposal of such materials have taken on serious dimensions nationwide. There is a critical need for Metro to provide a regional perspective in this area. Metro can develop an effective hazardous waste materials management program at relatively low cost, utilizing the region's public and private resources. These resources must be identified and linked so that planning, collection, transportation, and disposal occur in a concerted, coordinated manner rather than fragmentally. Metro should incrementally expand upon the role identified during the last legislative session, to become an actor in the large-scale efforts to protect the region from hazardous emergencies which result from improper handling and disposal of hazardous waste materials. Coordination of such efforts must eventually be assumed by Metro; at a minimum, Metro should have a significant role in response planning and response

training and provide such services which can most effectively be done on a regional level. In order minimally to meet the legislative mandates presently charged to Metro, and other identified needs, the following work program must be implemented:

- a. Development of a management plan for hazardous waste to establish facilities and services for exempt small quantity generators of hazardous waste; to include:
 - a joint effort of Metro and the DEQ in disseminating information regarding changes in waste disposal regulations which affect exempt small quantity generators.
 - joint development of a training and assistance program by the DEQ and Metro for exempt small quantity generators to provide instruction in the proper handling and disposal of wastes they generate.
 - working jointly with the DEQ to educate members of the hazardous materials industry to ensure that handling and proper disposal methods are communicated and that techniques are shared and available to affected parties.
- b. Development and provision of materials for regional distribution regarding collection and alternatives to landfill disposal of all household hazardous and special waste.
- c. Implementing and managing a program for training Metro staff and contract employees for hazardous waste materials handling and disposal.
- d. Providing coordination of and assistance to other agencies and actors in the region to develop disposal and waste reduction programs for hazardous waste.
- e. Development and management of a twice yearly region-wide household hazardous waste collection program.
- f. Coordination and development of response training and a response plan for the region.

A portion of a staff position was budgeted in the 1987-88 budget to coordinate a single household hazardous waste collection event. The major percentage of this work, however, was not planned for at the time of budget adoption and has occurred largely as a result of legislative actions affecting Metro and the DEQ, with whom Metro must coordinate program implementation. To do the work, an additional Analyst III will be needed on an ongoing basis, increasing the solid waste office staff to 27 positions. Support services, additionally, will be impacted by this staff addition.

2. Clerical/Support Staff

During the 1987-88 budget process, solid waste staff increased by 6.5 FTE positions, an addition of six full-time professional positions. Support services staff was only increased by the addition of a half-time secretary to full-time position.

At the time the budget was prepared, the impact upon support services of six new positions was not fully assessed. The existing ratio of staff to support services prior to budget increases was as follows¹:

3.5 FTE support services positions
to
20.0 FTE professional positions

or

1.0 FTE support services positions
to
5.7 FTE professional positions

The increase in six analyst positions and .5 FTE for support services equates to the following:

4.0 FTE support services positions (+ .5 FTE)
to
26.0 FTE professional positions (+ 6 FTE)

or

1.0 FTE support services positions
to
6.5 FTE professional positions

The differential in previous staff requirements versus new staff requirements equates to an increase in clerical staff needs of .8 FTE.

The above calculations relate to normal working hours of 40 hours per week for staff. The professional staff rarely work only 40 hours per week, however. In fact, most work in excess of 45 hours per week. This impacts the work requirements of support services staff exponentially, since a ratio must be applied. It must be noted that support services staff were not under utilized prior to budget personnel increases. At this time, support services staff cannot adequately handle the work load generated by professional staff without additional help.

¹does not include landfill and transfer station personnel.

Additionally, the Council has taken actions since adoption of the fiscal year 1987-88 budget which affect at least two program areas substantially. In addition, the 1987 legislative session produced acts which have generated further work for the Solid Waste Department, irrespective of known needs at the time of budget adoption. Finally, needs for support services by solid waste staff, unanticipated in the development of the 1987-88 budget, have surfaced. This affects staff work requirements in the following areas:

A. Council Actions

1. Solid Waste Functional Planning

The work time frame has been reduced from a proposed 24-month to an approved 18-month time frame.

This means that additional consulting work has been required, and at the same time, since the contract calls for support services to be provided by agency personnel, the projected work program has been adjusted to produce more work in a shorter time period. And, in order to meet timelines, more subcommittees have been formed, which further increases support staff needs.

No new positions in support services, however, are available, and it has been necessary to hire temporary personnel to assist clerical staff in producing the required work. A portion of the cost was absorbed via unfilled positions budgeted elsewhere in personal services which provided internal savings; however, nearly all of these positions are now filled, and it is not anticipated that such savings can continue at a level required to accommodate additional unbudgeted staff.

In order to accommodate increased demands for support services work, personnel from the gatehouse staff have been recruited for assistance. This has meant revising scheduled shifts of employees in order to cover hours during which the gatehouse staff member is recording meetings and composing meeting summaries. This has created some strain on existing staff resources at CTRC and is not recommended as a permanent solution for the solid waste management planning project.

An estimated .5 FTE in support services is required to accomplish the work generated by this project within the projected time frame.

2. Resource Recovery

At the time of budget adoption, the department anticipated memorandum of understanding negotiations to proceed with a maximum of two vendors beginning in July. Subsequent to approval of the budget, a decision was made by Council to embark on preliminary negotiations with four vendors for resource recovery, anticipated to extend through 60 days. The additional work required additional support services work, as well as technical engineering positions which were hired on a temporary basis. Personnel savings were available to cover this elsewhere in the personal services budget on an interim basis due to unfilled approved new positions.

In addition to the unexpected level of support services required for resource recovery, a Health Impacts committee has been initiated by Council action to render an independent finding regarding health impacts of an incinerator facility. This committee, which is charged with generating a report for the Executive Officer's and Council's consideration by late January, will also require support services to complete its work.

An estimated five to ten hours per week will be required of the Solid Waste Department to provide additional staff work for this committee throughout its existence. An estimated .1 FTE support services increase is required through January to assist in this effort.

B. Legislative Action

1. During the 1987 legislative session, the assembly enacted into law several bills affecting hazardous waste management and reduction. These actions have a direct impact on the Metro solid waste program and are expected to affect the support services staff work load by the equivalent of approximately .1 FTE.

C. Unanticipated Support Services Needs

With the inception of a system network for data management, it has become apparent that a reference library will be needed to house documents and reports for referral purposes. In order to adequately manage and store this material, a reference library is needed, and one is planned for installation when the Solid Waste Department quarters are renovated.

Currently, such documents are stored in various divisions of the department, and access is not systematically maintained; therefore, it is difficult at best to ascertain what is available for needed cross references.

Such materials must be systematically managed, which requires ongoing maintenance. Support services staff is required to do this, and with the existing limited staff resources, it is not presently possible. In order to adequately meet this requirement, .1 FTE is required in additional support services, for an average of four to five hours of work per week.

Needed Support Services Increase

The three areas for which increases in support services have been identified equate to the following additions in staff:

A. Planning

.5 FTE

Resource Recovery

.1 FTE

B. Hazardous Waste

.1 FTE

C. Unforeseen Needs

.1 FTE

.8 Total

As noted previously, this work has been done internally by hiring temporary staff through cost savings in the Personal Services category (vacancies and unfilled new positions). We do not, however, anticipate these savings to continue, as most positions are currently filled and we expect to have all positions filled by December 1, including these requested new positions.

Adding the identified shortfall of .8 FTE with the previously stated .8 FTE differential in new staff requirements approved in the 1987-88 budget, equates to approximately 1.5 FTE in additional support services needed by the Solid Waste Department in order to meet the specified work program. (Note: .1 FTE for Resource Recovery is anticipated to be needed only through January, thus 1.5 FTE will be needed for total program needs.)

We are requesting these positions to be established on a permanent basis, in order to provide the resources necessary to carry out the work of the department in a timely manner and to reduce the ongoing requirement of overtime work by staff. While we recognize that the

planning program, which requires .5 FTE, is for an 18-month period, the work level is expected to continue uninterrupted after the plan is adopted, in order to implement the provisions of the plan. These work programs are examples of ongoing unplanned needs for support services work which we anticipate will continue, therefore, permanent status is requested.

A report of recommendations by the Personnel Division, as well as a position description for the Analyst III Hazardous Waste Management position, are attached as Exhibits A and B. Job classifications for the positions have been designated by the Personnel Department as follows:

1	FTE	Analyst III	-	Hazardous Waste Management
		Salary Range No. 10.0		Waste Reduction Program
1	FTE	Secretary	-	Support Services
		Salary Range No. 5.0		
.5	FTE	Office Assistant	-	Support Services
		Salary Range No. 2.5		

Assuming a start date of December 1, 1987 for each position, the fiscal year 1987-88 budget impact will be as follows:

1	FTE	Analyst III, 7 months	\$20,043 (incl. fringe @ 31%)
1	FTE	Secretary, 7 months	12,293 (incl. fringe @ 31%)
.5	FTE	Office Assistant, 7 months	<u>4,087</u> (incl. fringe @ 10%)
Total Budget Impact			\$36,423

Funds for the positions will be transferred from the Solid Waste Contractual Services to the Solid Waste Administration and Waste Reduction Personal Services budgets. The projected fiscal year 1988-89 costs for 2.5 FTE in the above classifications is \$53,250.

Executive Officer's Recommendation

The Executive Officer recommends adoption of Resolution No. 87-824 authorizing creation of 2.5 FTE new positions in the Solid Waste Department. The budget action necessary to implement this recommendation is proposed as a transfer of funds from the Contractual Services category in the Facilities Development program to the Personal Services category in Solid Waste Administration and Waste Reduction. Savings in Contractual Services have occurred as a result of work done in-house. System cost analysis for resource recovery and landfill facilities and a significant portion of the engineering for a new landfill and Request for Bids have been done in-house by Solid Waste staff. It is estimated

that \$40,000 budgeted for technical, legal and financial analysis in the Facilities Development Fund has been saved by doing cost analysis work in-house. Additional savings in funds budgeted in the Capital Fund for engineering services for the new landfill have also been derived through staff doing the work in preparation of the Request for Bids for a waste disposal site.

Analyst III
Hazardous Waste Management

Mission Statement

To develop policies and procedures for agency participation in hazardous waste materials management and disposal. To identify and implement Metro's role in hazardous waste materials planning, collection, transportation, and facility siting. To develop and implement regularly scheduled collection events region-wide and public education/information programs on an ongoing basis.

Distinguishing Characteristics

The position of Hazardous Waste Management Analyst is responsible for assisting Waste Reduction staff and the Solid Waste Department Administration in developing and maintaining a plan for hazardous waste materials management and disposal.

Principal Functions:

1. System Planning

- Develop policies and procedures for the agency in hazardous waste materials management and disposal.
- Develop a long range plan for the region's handling of household generated wastes and conditionally exempt and special waste generators.
- Develop agency criteria for facility siting as a component of the Solid Waste Management Plan.

2. Coordination and Management

- Coordinate and manage semiannual household hazardous waste collection events.
- Coordinate with the industry and other responsible agencies region-wide for the planning, collection, and transportation of hazardous waste materials.
- Ensure compliance with state mandated charge to Metro for involvement in hazardous waste materials planning and management.
- Analyze and maintain statistical reports and subject data pertinent to hazardous waste materials movement and disposal.

- Compile annual report on activities of the agency in the area of hazardous waste materials management and planning.
- Assist and serve as staff to advisory committees charged with developing reports and recommendations related to hazardous waste materials.

3. Training and Education

- Develop program for instruction of agency staff:
 - Train Recycling Information Center staff regarding referral, exchange, and reduction of hazardous waste.
 - Instruct Solid Waste Department staff in proper handling and disposal methods for hazardous waste materials.
- Develop training materials and public dissemination program related to hazardous waste materials.
 - Coordinate training programs with members of the industry and other public agencies.
 - Conduct periodic public seminars and workshop instruction in hazardous waste materials handling.

Required Knowledge and Skills

Knowledge of:

- program/project and budget management
- government and private enterprise practices
- hazardous waste practices and laws

Substantial Skill to:

- manage staff and effectively coordinate input of multiple agencies and affected interests
- develop long and short range plans and gain input and/or consensus from all affected interests

Minimum Educational and Employment Qualifications:

- four-year college degree, one year experience
- work with public or private agency in hazardous waste or comparable experience



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Memorandum

EXHIBIT B

Date: November 3, 1987

To: Rich Owings, Solid Waste Director

From: *RB* Randy Boose, Personnel Officer

Subject: Classification of the proposed Hazardous Waste
Position in Solid Waste

I have reviewed your memo of October 27, 1987 and the proposed job duty list you have prepared for the proposed Hazardous Waste position. Clearly the duties you describe for this position are consistent with the Class Specifications for an Analyst 3. The Analyst 3, as described in the class specification, is "recognized as the technical specialist in a specific program or functional area" and is "involved in policy formulation." This is the type of position that you describe as developing and managing a region-wide hazardous waste program. Typically, the Analyst 3 is in charge of a particular departmental program or project. Additionally, the technical training and work experience qualifications that you describe are consistent with those of an Analyst 3. The Analyst 3 position is at the 10.0 salary range (\$26,042 to \$32,573). Because additional funding is need to cover the addition of this position and the one-and-a half support positions you plan to add to your staff, Council approval is required. Addition of new positions requires Council approval.

RB/sk

cc: Jennifer Sims
Ray Phelps

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ADDING ONE	)	RESOLUTION NO. 87-824
ANALYST 3, ONE SECRETARY AND)	
.5 FTE OFFICE ASSISTANT TO	)	Introduced by
THE SOLID WASTE DEPARTMENT	)	Executive Officer

WHEREAS, Resolution No. 87-744 adopted the FY 1987-88
Budget; and

WHEREAS, The need has been established to add 1 FTE
position as Analyst 3 for hazardous waste management in the Waste
Reduction section and 1 FTE Secretary and .5 FTE Office Assistant
for the Support Services section of the Solid Waste Department; and

WHEREAS, Under the Metropolitan Service District Code
Section 2.02.125, the Council of the Metropolitan Service District
must authorize new positions; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District
authorizes establishment of new positions of 1 FTE Analyst 3, 1 FTE
Secretary and .5 FTE Office Assistant in the Solid Waste Department
effective immediately.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1987.

Richard Waker, Presiding Officer

JM/sm
8451C/525
11/03/87

STAFF REPORT

Agenda Item No. 10.7

Meeting Date Nov. 12, 1987

CONSIDERATION OF RESOLUTION NO. 87-816, FOR THE
PURPOSE OF ADOPTING AFFIRMATIVE ACTION GOALS AND
OBJECTIVES FOR FISCAL YEAR 1987-88

Date: October 12, 1987

Presented by: Ray Phelps
Randy Boose

FACTUAL BACKGROUND AND ANALYSIS

The Council of the Metropolitan Service District enacted Equal Employment Opportunity and Affirmative Action policies (Ordinance No. 83-166) on December 20, 1983. An Affirmative Action Plan was developed to implement these policies. The Plan established goals for female and minority representation at Metro by job category. The goals are based on a regional workforce study and analysis. The data for this analysis is provided by the State of Oregon Employment Division. The goals are the percentage of female and minority representation that Metro should strive to attain in each job category.

Based on these goals, objectives are established. If the current percentage of females and minorities for June 30, 1987, (see Exhibit A Tables 1-7) is below the percentage in the goal column then the objective is to increase the representation in that category. If the current percentage is above the goal then the objective is to maintain the representation above the goal.

These Plan goals and objectives are to be updated each year and adopted by Council Resolution. Additionally, the Plan is to be updated each year and the previous year's Affirmative Action efforts in achieving these goals are to be assessed. This information is contained in Tables 9-14 of the 1987-88 Affirmative Action Plan. The Plan is on file at the Metro Offices and is available on request.

The proposed goals and objectives for 1987-88 are set forth in Exhibit A. The 1987-88 Affirmative Action Plan contains the proposed goals and objectives subject to Council approval.

Included in the Plan is an analysis of last year's Affirmative Action efforts. Highlights include:

1. Metro exceeded its annual goal for minority representation (Goal: 6.3 percent; June 30, 1987, status: 9.2 percent). Last year's representation was 8.8 percent. Metro has exceeded its minority representation goal three consecutive years.

2. Metro's female representation is below the goal and decreased over last year's figure of 54.2 percent. (Goal 56.9 percent; June 30, 1987, status 52.1 percent).

3. Two of the priority goals from last year were met. The Zoo went from zero minority representation in the administrative support category to 14.7 percent. This exceeded the goal of 6.4 percent for this category. The Solid Waste Department went from zero minority representation in the professional category to 11.8 percent. This exceeded the goal of 5.4 percent for this category.

4. Metro's Personnel Officer, in his capacity as Affirmative Action Officer, implemented the recommendations from last year's Plan. This included the use of an affirmative action recruitment firm for targeted recruitment and an expansion of current recruitment resources.

5. Department Directors are developing departmental qualitative and quantitative affirmative action goals for 1987-88. This is the first time the Department Directors have been involved in this process.

6. Metro hired employees from other affirmative action employee groups (older workers, handicapped). Several people were hired through the Mental Health Services Transitional Employment Program. Six people were hired through the Portland Private Industry Senior Community Service Employment Program and one from their youth program. One person was also hired through the Dislocated Worker Program and one through a Workers' Compensation return to work program.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 87-816.

RB/sm
8320C/504
10/12/87

METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ADOPTING THE	)	RESOLUTION NO. 87-816
AFFIRMATIVE ACTION GOALS AND)	
OBJECTIVES FOR FISCAL YEAR	)	Introduced by the
1987-88	)	Executive Officer

WHEREAS, It is the policy of Metropolitan Service District to ensure that equal employment opportunities and practices exist for all applicants and employees without regard to their race, color, religion, national origin, sex, age, marital status, Vietnam era or disabled veteran status or handicap for which reasonable accommodation can be made; and

WHEREAS, The Council of the Metropolitan Service District adopted an "Equal Employment Opportunity and Affirmative Action Program" set forth in Ordinance No. 83-166 on December 20, 1983; and

WHEREAS, Annual Affirmative Action goals are established by fund and job category for females and minorities to implement this program; now, therefore,

BE IT RESOLVED,

1. That the Affirmative Action Goals and Objectives attached in Exhibit A are established for the period July 1, 1987, through June 30, 1988.

2. That these goals and objectives will become part of the 1987-88 Affirmative Action Plan.

ADOPTED by the Council of the Metropolitan Service District this _____ day of _____, 1987.

Richard Waker, Presiding Officer

EXHIBIT A

METRO AFFIRMATIVE ACTION GOALS AND OBJECTIVES

FY 1987-88 Annual Goal

To attain and maintain a Metro employee workforce profile which reflects the representation of females and minorities in the Portland Metropolitan Statistical Area by the job categories of officials/administrators, professionals, administrative support, service/food, gardeners, keepers and support and by fund. The goal column in Tables 1-7 show the desired representation of females and minorities for each category and fund.

Objective 1

By the end of FY 1987-88 maintain the percentages in job categories and in funds which have met or exceeded the percentage established as the goal for female and minority representation. When the June 30, 1987, status percentage in Tables 1-7 meets or exceeds the goal then the objective is listed as "maintain."

Objective 2

By the end of FY 1987-88 increase the percentages in job categories and in funds which have not met the percentage established as the goal for female and minority representation. When the June 30, 1987, status percentage in Tables 1-7 is less than the goal then the objective is listed as "increase."

8320C/504
10/12/87

EXHIBIT A

TABLE 1

FY 1987-88
OVERALL METRO GOALS AND OBJECTIVES
BY JOB CATEGORIES

<u>Job Category</u>	<u>June 30, 1987</u>		<u>1987-88</u>	
	<u>No.</u>	<u>Status</u> <u>Percent</u>	<u>Goal</u>	<u>Objective</u>
	<u>Females</u>			
Officials/Administrators	5	(26) 19.2	33.2	Increase
Professionals	42	(84) 50.0	47.0	Maintain
Administrative Support	60	(83) 72.3	78.7	Increase
Service/Food	114	(197) 57.9	63.2	Increase
Gardeners/Keepers/ Support	22	(76) 28.9	21.2	Maintain
	<u>243</u>	<u>(466)</u> 52.2	<u>56.9</u>	Increase
	<u>Minorities</u>			
Officials/Administrators	0	(26) 0.0	5.0	Increase
Professionals	8	(84) 9.5	5.4	Maintain
Administrative Support	12	(83) 14.5	6.4	Maintain
Service/Food	18	(197) 9.1	10.8	Increase
Gardeners/Keepers/ Support	5	(76) 6.6*	9.6	Increase
	<u>43</u>	<u>(466)</u> 9.2	<u>6.3</u>	Maintain

MAINTAIN = Maintain or exceed parity with workforce representation.

INCREASE = Increase representation as openings occur.

*Close enough to be legally in compliance, but affirmative efforts continuing.

EXHIBIT A

TABLE 2

FY 1987-88
GOALS AND OBJECTIVES

GENERAL FUND

<u>Job Category</u>	<u>June 30, 1987</u>			<u>1987-88</u>	
	<u>No.</u>		<u>Percent</u>	<u>Goal</u>	<u>Objective</u>
		<u>Females</u>			
Officials/Administrators	3	(9)	33.0	33.2	Maintain
Professionals	11	(18)	61.1	47.0	Maintain
Administrative Support	20	(26)	76.9*	78.7	Increase
	<u>34</u>	<u>(53)</u>	<u>64.1</u>	<u>56.9</u>	Maintain
		<u>Minorities</u>			
Officials/Administrators	0	(9)	0.0*	5.0	Increase
Professionals	1	(18)	5.6	5.4	Maintain
Administrative Support	4	(26)	15.4	6.4	Maintain
	<u>5</u>	<u>(53)</u>	<u>9.4</u>	<u>6.3</u>	Maintain

MAINTAIN = Maintain or exceed parity with workforce representation.
 INCREASE = Increase representation as openings occur.
 *Close enough to be legally in compliance, but affirmative efforts continuing.

NOTE: General Fund includes Council, Executive Management, Accounting, Management Services, Data Processing, Public Affairs and Building Management.

8320C/504
 10/12/87

EXHIBIT A

TABLE 3

FY 1987-88
GOALS AND OBJECTIVES
ZOO

<u>Job Category</u>	<u>June 30, 1987</u>		<u>1987-88</u>	
	<u>No.</u>	<u>Status</u>	<u>Percent</u>	<u>Goal</u> <u>Objective</u>
	<u>Females</u>			
Officials/Administrators	2	(10)	20.0	33.2 Increase
Professionals	19	(31)	61.3	47.0 Maintain
Administrative Support	22	(34)	64.7	78.7 Increase
Service/Food	114	(197)	57.9	63.2 Increase
Gardeners/Keepers/ Support	22	(76)	28.9	21.2 Maintain
	<u>179</u>	<u>(348)</u>	<u>51.4</u>	<u>56.9</u> Increase
	<u>Minorities</u>			
Officials/Administrators	0	(10)	0.0*	5.0 Increase
Professionals	3	(31)	9.7	5.4 Maintain
Administrative Support	5	(34)	14.7	6.4 Maintain
Service/Food	18	(197)	9.1	10.8 Increase
Gardeners/Keepers/ Support	5	(76)	6.6	9.6 Increase
	<u>31</u>	<u>(348)</u>	<u>8.9</u>	<u>6.3</u> Maintain

MAINTAIN = Maintain or exceed parity with workforce representation.
INCREASE = Increase representation as openings occur.

* Close enough to be legally in compliance, but affirmative action efforts continuing.

EXHIBIT A

TABLE 4

FY 1987-88
GOALS AND OBJECTIVES

SOLID WASTE

<u>Job Category</u>	June 30, 1987 Status		1987-88	
	<u>No.</u>	<u>Percent</u>	<u>Goal</u>	<u>Objective</u>
	<u>Females</u>			
Officials/Administrators	0	(3)	0.0*	33.2 Increase
Professionals	6	(17)	35.3	47.0 Increase
Administrative Support	14	(19)	73.7*	78.7 Increase
	<u>20</u>	<u>(39)</u>	<u>51.3</u>	<u>56.9</u> Increase
	<u>Minorities</u>			
Officials/Administrators	0	(3)	0.0*	5.0 Increase
Professionals	2	(17)	11.8	5.4 Maintain
Administrative Support	2	(19)	10.5	6.4 Maintain
	<u>4</u>	<u>(39)</u>	<u>10.3</u>	<u>6.3</u> Maintain

MAINTAIN = Maintain or exceed parity with workforce representation.

INCREASE = Increase representation as openings occur.

* Close enough to be legally in compliance, but affirmative action efforts continuing.

8320C/504

10/12/87

EXHIBIT A

TABLE 5

FY 1987-88
GOALS AND OBJECTIVES

TRANSPORTATION

<u>Job Category</u>	<u>June 30, 1987 Status</u>		<u>1987-88</u>	
	<u>No.</u>	<u>Percent</u>	<u>Goal</u>	<u>Objective</u>
	<u>Females</u>			
Officials/Administrators	0	(2) 0.0*	33.2	Increase
Professionals	3	(13) 23.1	47.0	Increase
Administrative Support	2	(2) 100.0	78.7	Maintain
	<u>5</u>	<u>(17)</u> <u>29.4</u>	<u>56.9</u>	Increase
	<u>Minorities</u>			
Officials/Administrators	0	(2) 0.0*	5.0	Increase
Professionals	1	(13) 7.7	5.4	Maintain
Administrative Support	0	(2) 0.0	6.4	Increase
	<u>1</u>	<u>(17)</u> <u>5.9*</u>	<u>6.3</u>	Increase

MAINTAIN = Maintain or exceed parity with workforce representation.
 INCREASE = Increase representation as openings occur.
 * Close enough to be legally in compliance, but affirmative action efforts continuing.

NOTE: Transportation was formerly Intergovernmental Resource Center (IRC)

EXHIBIT A

TABLE 6

FY 1987-88
GOALS AND OBJECTIVES

RESEARCH & DEVELOPMENT

<u>Job Category</u>	<u>June 30, 1987</u>		<u>1987-88</u>	
	<u>No.</u>	<u>Status</u>	<u>Percent</u>	<u>Goal Objective</u>
	<u>Females</u>			
Officials/Administrators	0	(1)	0.0*	33.2 Increase
Professionals	1	(2)	50.0	47.0 Maintain
Administrative Support	1	(1)	100.0	78.7 Maintain
	<u>2</u>	<u>(4)</u>	<u>50.0</u>	<u>56.9</u> Increase
	<u>Minorities</u>			
Officials/Administrators	0	(1)	0.0*	5.0 Increase
Professionals	1	(2)	50.0	5.4 Maintain
Administrative Support	1	(1)	100.0	6.4 Maintain
	<u>2</u>	<u>(4)</u>	<u>50.0</u>	<u>6.3</u> Maintain

MAINTAIN = Maintain or exceed parity with workforce representation.

INCREASE = Increase representation as openings occur.

* Close enough to be legally in compliance, but affirmative action efforts continuing.

NOTE: Research and Development was formerly Development Services, which was included as part of IRC.

8320C/504

10/12/87

EXHIBIT A

TABLE 7

FY 1987-88
GOALS AND OBJECTIVES

CONVENTION CENTER PROJECT

<u>Job Category</u>	<u>June 30, 1987 Status</u>		<u>1987-88</u>	
	<u>No.</u>	<u>Percent</u>	<u>Goal</u>	<u>Objective</u>
	<u>Females</u>			
Officials/Administrators	0	(1)	0.0*	** Increase
Professionals	2	(3)	66.6	47.0 Maintain
Administrative Support	1	(1)	100.0	78.7 Maintain
	<u>3</u>	<u>(5)</u>	<u>60.0</u>	<u>56.9</u> Maintain
	<u>Minorities</u>			
Officials/Administrators	0	0	0*	5.0 Increase
Professionals	0	0	0*	5.4 Increase
Administrative Support	0	0	0*	6.4 Increase
	<u>0</u>	<u>0</u>	<u>0</u>	<u>6.3</u> Increase

MAINTAIN = Maintain or exceed parity with workforce representation.

INCREASE = Increase representation as openings occur.

* Close enough to be legally in compliance, but affirmative action efforts continuing.

** No percentage goal established because there is only one position in this category.

8320C/504
10/12/87

9/3/87

MINUTES OF THE METROPOLITAN SERVICE DISTRICT
AD HOC TASK FORCE TO RECOMMEND LEGISLATION
TO ESTABLISH A CONVENTION, TRADE & SPECTATOR FACILITIES COMMISSION

Task Force Members Present: Councilors Corky Kirkpatrick (Chair),
Jim Gardner, George Van Bergen and
Richard Waker (Presiding Officer of
the Council)

Task Force Members Absent: Councilor Mike Ragsdale

Other Councilors Present: Councilors Larry Cooper and David
Knowles

Chair Kirkpatrick called the meeting to order at 2:00 p.m.

Tuck Wilson, Convention Center Project Director, reviewed the history of two proposed ordinances submitted to the Task Force for review.

Referring to the proposed ordinance introduced by the Executive Officer (Ordinance No. 87-225), Presiding Officer Waker questioned why a simple majority of the Council could confirm a candidate but a vote of seven Councilors would be required to remove the candidate from the commission.

Referring to Ordinance No. 87-225, page 3, paragraph (i), Chair Kirkpatrick asked why the word "compensated" had been used ("No person who is elected to a compensated public office, or appointed to fill a vacancy in a compensated public office, shall be eligible to serve."). Mr. Wilson noted the Chair's comments and said he would consider language changes.

Chair Kirkpatrick explained she had invited several individuals to address the Task Force regarding proposed legislation or to answer questions of Task Force members about proposed legislation.

Representative Ron Cease explained he had played a key role in the adoption of state legislation enabling Metro to establish commissions. Representative Cease recommended: 1) the Exposition-Recreation (E-R) Commission be used as the CTS commission model; 2) the Metro Council adopt an ordinance that would clearly place them in final control over the commission's actions but would still allow the commission to make timely business decisions; 3) Commission members be appointed to reflect a regional base and the Council not relinquish control over the appointment process; 4) the Council keep in mind the ordinance it adopted would most likely be used as a model to establish other Metro commissions; and 5) the Task Force contact other governments who had established successful commissions to find out why those organizations worked. He summarized that the key issue was who controlled the proposed commission.

Steve Siegel, representing the Mayor of Portland, said the City recommended the following course of action: 1) a "charge" section

Metro Ad Hoc Task Force on
Proposed CTS Commission
September 3, 1987
page 2

should be added to the Ordinance to make it clear the commission would be responsible for operating and marking the Oregon Convention Center; 2) the commission be asked to return to the Metro Council with suggestions for amendments to the state enabling legislation by a designated date; 3) the commission be involved in the construction phase of the convention center; and 4) the commission return to the Council with a proposal on how it would manage all City recreational facilities.

A discussion followed between Presiding Officer Waker and Mr. Siegel regarding how the commission should be appointed. Mr. Siegel, a Metro employee staffing the CTS Committee at the time a commission form of governance was first being discussed, explained geographic representation on the commission was generally acknowledged as a good idea by the original CTS Committee and that concept had been included in the Master Plan developed by the Committee. However, he said, that Plan was a product of a consensus building process in order get to the point of bond levy approval. He thought now was a more appropriate time to refine legislation to respond to the actual needs of all parties.

Steve Telfer, former Tigard City Manager, Assistant to the Executive of Multnomah County, and member of the Tri-County Local Government Commission, and currently with Good Samaritan Hospital, testified County Commissioners wanted an active role on the proposed CTS commission since most facilities to be operated by the commission were in Multnomah County. He also advocated the E-R Commission as a successful model. He thought Metro should earn credibility before it assumed more direct responsibility, it should move with caution to minimize turf battles, and it should solve its problems without going to the State Legislature. He suggested the Council examine the Minneapolis/St. Paul model as a successful commission/Council relationship for operation of major facilities.

Mitzi Scott, member of the E-R Commission, said she agreed with Mr. Telfer's comments. The proposed commission should operate as a competitive business and should separate itself from politics. Ms. Scott disagreed with earlier testimony from Rep. Cease by pointing out: 1) the E-R Commission was clearly not dominated by downtown business interests or any one force; 2) Metro's CTS commission legislation should not serve as a model for other Metro commissions because of the unique nature of the CTS charge; 3) Metro would have control and accountability under the E-R Commission model but personalities and politics should not be confused with control and accountability; and 4) any process for nominating commissioners that was an open, "mini-election" type process would not work -- good candidates would not subject themselves to an open selection process only to be rejected in a public forum.

Metro Ad Hoc Task Force on
Proposed CTS Commission
September 3, 1987
page 3

The Task Force asked questions of Ms. Scott, E-R Commissioner, and Lee Fehrenkamp, E-R Commission Director, regarding how the Commission conducted its business, its relationship with the City of Portland, and the role of Commissioners and staff.

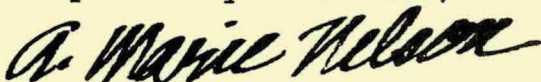
Marge Kafoury, City of Portland Intergovernmental Relations Manager and former Metro Councilor, answered questions of the Task Force. Ms. Kafoury recalled when the Metro Council had first envisioned a CTS commission, the recommended model had been one of the Council establishing general policies and the commission operating with as much autonomy as possible. She also recalled the Council looking to the Minneapolis/St. Paul commission as a successful model.

The Task Force discussed key areas of the proposed legislation and attempted to determine whether there was group consensus in those areas. After discussion, it was determined: 1) there was no consensus on the issue of geographical representation of commission members; 2) the legislation needed to address how initial commissioners' terms would be staggered; 3) the legislation should state whether the commission would oversee construction of the convention center; 4) that the General Counsel should investigate whether the Oregon Revised Statutes required the Council to approve the commission's fee schedules; 5) Convention Center Project staff should report back to the Task Force on successful commission models, including Minneapolis/St. Paul, and how those commissions operate in relationship to their umbrella agencies; 6) staff talk to Bill Cunningham and seek his recommendation regarding a successful commission model; and 7) Chair Kirkpatrick will send a letter to mayors and city administrators within Metro seeking recommendations and comments regarding proposed CTS commission legislation. E-R staff would also provide the Task Force with a copy of minutes from an E-R Commission meeting and a list of commissioners, their work affiliations and home addresses; Metro staff would seek another legal opinion (in addition to the one rendered by Chris Thomas) on SB 629 and how it would relate to establishing a convention center commission.

Task Force members agreed to meet during lunch on Thursday, September 17, 1987.

Chair Kirkpatrick adjourned the meeting at 5:00 p.m.

Respectfully submitted,



A. Marie Nelson
Clerk of the Council

amn/8154C/313-2/09/10/87



METRO

EXHIBIT B

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

September 4, 1987

8140C/D1 - Merge list
8141C/D1 - Label list -- 09/04/87
Dear :

The purpose of this letter is to advise you that the Metro Council is considering the issue of how to govern the new Oregon Convention Center and to solicit your comments regarding this matter.

Two ordinances are currently before the Council -- one developed by the Committee on Convention, Trade and Spectator Facilities (CTS Committee) which was revised slightly by the Metro Executive Officer and submitted for Council consideration (Ordinance No. 87-225), and one developed by myself and Councilor Van Bergen (Ordinance No. 87-227). The ordinances, as well as a matrix comparing them, are attached for your information.

The principle issues for consideration appear to be: 1) the make-up and manner of appointment of the Commission; 2) the purposes and authority delegated from the Council to the Commission; and 3) the manner and extent of review of Commission actions by the Council. As you can see, the ordinances contain several differences regarding these issues. I want to be sure the Council thinks about options to develop the best possible arrangement to run our "world class" convention center.

If your city is interested in this matter, please review this material and respond to me or the Council staff (Don Carlson, Council Administrator 221-1646) by no later than September 17, 1987. Thank you for your assistance.

Sincerely,

Corky Kirkpatrick, Chair
Council Task Force on Convention, Trade
and Spectator Facilities Commission

DEC/CK/sm
8112C/D1

Metro Council
Richard Waker
Presiding Officer
District 2
Jim Gardner
Deputy Presiding
Officer
District 3
Mike Ragsdale
District 1
Corky Kirkpatrick
District 4
Tom DeJardin
District 5
George Van Bergen
District 6
Sharron Kelley
District 7
Mike Bonner
District 8
Tanya Collier
District 9
Larry Cooper
District 10
David Knowles
District 11
Gary Hansen
District 12
Executive Officer
Rena Cusma

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

Memorandum

Date: September 16, 1987

To: Task Force on Regional Convention, Trade and Spectator Facilities Commission

From: Donald E. Carlson, ^{DCE} Council Administrator

Regarding: SURVEY OF CONVENTION CENTER ENTITIES CONCERNING GOVERNANCE AND OPERATING ISSUES

At your request, I have conducted a survey of comparable metropolitan areas which have or are constructing convention center facilities. The communities surveyed include Baltimore, Phoenix, San Antonio, and Seattle. The purpose of the survey was to ascertain how these facilities are governed and operated. I contacted principal administrative personnel responsible for management of the facilities and Mr. Bill Cunningham for advice on the representativeness of the sample. The results are as follows:

BALTIMORE

1. Contact: Peggy Daidakis, Manager
2. Facilities: Convention Center 142,000 sq. ft. leaseable
Festival Hall 52,000 sq. ft. leaseable
Baltimore Convention Center and Festival Hall
(two separate facilities connected by walkway)
3. Governing Structure: The convention center agency is a department within the city of Baltimore. Department head reports to a full-time elected mayor.
4. Operating Revenue: Fees from rental of facility and an annual appropriation of approximately \$1.5 million from the city General fund.
5. Budget, Accounting and Auditing: Agency is included in city budget process as any other department. Agency has city budget analyst assigned to assist it in meeting expenditure and revenue requirements. Agency accounts are kept by the city, but it has on staff accounting clerks to assure payroll information is submitted and to handle cash and accounts receivable. The agency shares the services of a comptroller

with the Arena department. Agency audit is performed with regular city audit.

6. Personnel Rules: Agency is exempt from city civil service. Agency follows rules for filling and management of labor or non-administrative positions. Agency has discretion to hire administrative personnel based on non-civil service procedures.
7. Contract and Purchasing Rules: Agency uses city contract rules and city purchasing system (central purchasing department).
8. Rent Schedules: Agency has rent schedule adopted by the City Board of Estimates (subcommittee of Council). Changes must be approved by the Board of Estimates which meets weekly. Staff won't deviate from established rate schedule, however, has ability to negotiate arrangements with tenants on the amount of space to be used.
9. Role in Construction: City Bureau of Construction was responsible for construction management of the facility. On a recent expansion the agency had a shared responsibility in that it had strong role in functional design and esthetics as well as was consulted on change orders and contractor oversight.
10. Marketing: Agency has a small budget for marketing (\$200,000). Most marketing is done by the Baltimore Convention Bureau. Agency does not provide funds to Convention Bureau, rather it has a guaranteed split of the city's hotel/motel tax.
11. Competitiveness: Agency feels it is very competitive. Impediments to competition are size of facility and inability to balance rental of space with rental of rooms. Ms. Daidakis indicated they compete with large hotels in New York and Washington, D.C. Those hotels can offer free space if assured certain number of rooms rented.
12. What Would You Change: Ms. Daidakis indicated the need for more money in the form of a dedicated source such as a hotel/motel tax.

PHOENIX

1. Contact: Bill Beard, Assistant Manager
2. Facilities: Phoenix Civic Plaza (300,000 sq. ft. leaseable)
Baseball Stadium (8,000 seats)
Theatre
Parking Gargage (500 cars)

3. Governing Structure: The convention center agency is a department within the city of Phoenix. Facility Manager reports to the City Manager. Phoenix is a Council/Manager city.
4. Operating Revenue: Fees from rental of facility and dedicated excise (sales) tax on selected (7) types of businesses.
5. Budget, Accounting and Auditing: Agency included in city budget process as any other department. City keeps accounts, however, agency has accounting clerks to handle enterprise revenue. Agency included in regular city audit.
6. Use of Other City Services: Agency uses purchasing, personnel, budget and accounting services of city. Landscape maintenance is provided by the Park Department and electrical maintenance provided by the Facility Maintenance Department. Agency owns its own computer but it is staffed by the Data Processing Department.
7. Personnel Rules: Use city rules and processes like any other department.
8. Contract and Purchasing Rules: Agency uses city rules and processes like any other department. City purchasing department serves the agency.
9. Rent Schedules: Agency has rental schedules adopted by the City Council. Changes must be approved by the Council which meets weekly. Agency has no latitude to deviate from rates.
10. Role in Construction: The City Engineer is responsible for construction management. Agency approved design of facility.
11. Marketing: Major marketing provided by Phoenix Convention and Visitors Bureau. City provides \$2,000,000 for the effort. Agency representative sits on Visitors Bureau marketing committee.
12. Competitiveness: Mr. Beard feels they are very competitive. Impediments include need for more first-class hotel rooms within reasonable proximity to facility.
13. What Would You Change: Mr. Beard indicated two things: 1) greater authority for managing services provided by other departments, and 2) less political interference from the mayor and Council. In regard to the latter point, he indicated agency has a great deal of autonomy to operate in relationship to the City Manager. They are receiving more oversight from current mayor and Council than in past because mayor has several "pet projects" that he is interested in.

SAN ANTONIO

1. Contact: Edward Garcia, Assistant Director
2. Facilities: Convention Center (330,000 sq. ft. leaseable)
Arena (16,000 seats)
Theatre (2,700 seats)
3. Governing Structure: The convention center agency is a department within the city of San Antonio. San Antonio is a Council/Manager city and agency director reports to the City Manager.
4. Operating Revenue: Fees and concessions from use of facilities and an appropriation of approximately 30 percent of operating costs (\$2,000,000) from the city General fund. All fees and concessions revenue are deposited in the General fund.
5. Budget, Accounting and Auditing: Agency included in city budget and accounting system. Audit is included in regular city audit.
6. Personnel Rules: Agency is subject to city rules and uses services of Personnel Department.
7. Contract and Purchasing Rules: Agency uses city rules and services of Purchasing Department.
8. Rent Schedules: Fee schedule is adopted by the City Council and changed by the Council. Agency does not deviate from schedule.
9. Role in Construction: The Public Works Department hires project managers for all city major construction projects. The user department is closely involved in hiring and working on a day-to-day basis with the project managers.
10. Marketing: The Convention and Visitors Bureau (a city department) is responsible for marketing the city and the agencies facilities. The Bureau is funded by a dedicated hotel/motel tax which raises approximately \$4.5 million per year. The agency retains final authority on booking events in its relationship with the Bureau.
11. Competitiveness: Mr. Garcia feels they are very competitive because they have good facilities and San Antonio is an interesting community and fun place to visit. Impediments to competitiveness are the fact that San Antonio is a 2nd tier city in respect to number of direct flights to the airport.

Another is the reluctance of hotels to negotiate room rates. This latter point may be mitigated by the opening of a new 1,000 bed hotel one block from the convention center which should create a surplus of rooms which might impact room rates downward.

12. What Would You Change: Mr. Garcia indicated more land and a long-range plan for its use would have been beneficial. Their facility was built in 1968 and expanded in 1970 and 1980. The last expansion was extremely expensive because they had not reserved land and planned for infrastructure improvements. He recommends to think long-term and beyond your current information.

SEATTLE

1. Contact: Astor Kanelous, Chief Executive Officer
2. Facilities: Washington State Convention and Trade Center (approximately 200,000 sq. ft. leaseable, scheduled to open in June 1988)
3. Governing Structure: Public nonprofit corporation of the state. Nine-member governing board appointed by the Governor. Currently eight members reside in western part of the state and one member resides in eastern part of state. Corporation has all powers and is subject to same restrictions of private nonprofit corporations. Corporation has condemnation power.
4. Operating Revenue: Fees from rental of facility and dedicated hotel/motel tax in Seattle and King County. Tax set at variable rate: 5 percent in Seattle on facilities over 75 beds, and 2 percent in balance of King County on same size facilities. Estimated receipts of \$6,600,000 in 1988 and \$11,100,000 in 1993. Approximately two-thirds to go for operations and one-third for debt service.
5. Budget, Accounting and Auditing: Corporation goes through state biennial budget process and receives an appropriation from the legislature. Has authority to exceed expenditure limit on approval of Office of Financial Management to the extent that additional revenues are received. Corporation uses state accounting system for payroll and accounts payable and has accounting personnel for accounts receivable. The corporation audit is done through the state.
6. Personnel Rules: Corporation is exempt from state civil service. Functions under own procedures.

7. Contract and Purchasing Rules: Corporation follows state procedures.
8. Rent Schedules: Board adopts rental schedule. CEO has complete authority over operational matters. CEO can deviate from schedule and "negotiate deals." CEO uses Board for advice on various matters.
9. Role in Construction: Corporation responsible for construction. Four employees on staff responsible for construction management that report directly to chairman of the board.
10. Marketing: Corporation contracts with Seattle Visitors Bureau (approximately \$300,000 per year) to develop leads and sales contracts. Corporation has contract with local advertising agency (approximately \$200,000 per year).
11. Competitiveness: Mr. Kanelous feels corporation is very competitive in areas that it controls (building). Impediments to competitiveness is in areas outside control such as establishing hotel rates. Hotels not likely to offer room rate breaks to attract conventions.
12. What Would You Change: Mr. Kanelous indicated he would like to see less legislative involvement. Corporation is under review by a legislative oversight committee which diverts staff's time and attention from major task of completing, marketing and operating the center.

Current Members of Commission

Ted Runstein, Chairman
Kell, Alterman & Runstein

Greg Smith, Vice Chairman
King Broadcasting

Mitzi Scott, Secretary Treasurer
Pacific Northwest Bell

Earle M. Chiles, Commissioner
Chiles Enterprises

Lamont D. Smith, Commissioner
Westnedge Co.

Former Commissioners

Leo Graham 1980-85
Stimson Lumber/Northwest Petrochemical
Robert Ridgley 1979-85
Northwest Natural Gas

Sandra Jernstedt 1977-82
Housewife/volunteer activities

Harold Saltzman 1975-80
lumber business
George Rankins 1974-81
(formerly with Urban League of Portland)
retired & on Oregon Racing Commission

Jack Keggs 1973-83
Portland General Electric-Trojan Plan

EXPOSITION-RECREATION COMMISSION

AGENDA FOR MEETING: Wednesday, July 15, 1987
Fountain Room, Memorial Coliseum - 12:30 p.m.

AGENDA ITEMS

- I. Roll Call and Determination of Quorum
- II. Approval of Minutes
 - A. June 3, 1987
- III. UNFINISHED BUSINESS
- IV. NEW BUSINESS
 - A. IATSE Local B-20 Contract
 - B. Contract Extension for Hollywood Lights
 - C. Election of Officers
 - D. Bank Signature Cards
- V. INFORMATION ITEMS
 - A. Performing Arts Update - verbal
 - B. Stadium Task Force Update - verbal
 - C. Convention Center Update - verbal
 - D. Warehouse Update
 - E. Financials - AP#12
 - F. General Manager's Report
- VI. Announcements
- VII. Adjournment

EXPOSITION-RECREATION COMMISSION

A Regular Commission Meeting
July 15, 1987 - 12:30 p.m.
Fountain Room

A Regular Meeting of the Exposition-Recreation Commission was held on Wednesday, July 15, 1987, at 12:30 p.m., in the Fountain Room, Memorial Coliseum.

Commissioners Present: Lamont Smith, Chairman; Ted Runstein, Vice Chairman; Greg Smith, Secretary/Treasurer; Mitzi Scott, Commissioner; Earle M. Chiles, Commissioner.

Commissioners Absent: None.

Also Present: Lee Fehrenkamp, General Manager; Peter Kasting, City Attorney's Office; Rick Alli, Bullard, Korshoj, Smith & Jernstedt; Sandi Rosenfeld and Sky Goodrich, IATSE Local B-20; Tom Neal and Rich Fuller, Hollywood Lights; Jan Schaeffer, Metro; Marni Glick, City of Portland Budget Division; Wendy Smith, Decorators West; Steve Brandon, *The Oregonian*; Mark Helminiak, Portland Beavers; Dominic Buffetta, Mark Hunter, Mike Carrico, Ed Contreras, Ginny Goetz, Betty Curtis, Sunny Rubenstein, and Bobbi Damiani, Staff.

Announcements

Chairman Smith recognized Ted Runstein for the time he has spent recently on the Performing Arts Task Force.

Lee Fehrenkamp announced that City Commissioner Mike Lindberg has asked Earle Chiles to extend his term on the E-R Commission for an additional year.

There was discussion of recent concerts at the Coliseum. Commissioner Scott complimented staff on the courtesy room which has been very well received by concert-goers' parents.

APPROVAL OF MINUTES

MOTION: (Runstein) I move approval of the E-R Commission regular meeting minutes of June 3, 1987, as mailed.

SECOND: Commissioner Greg Smith.

ACTION: Voting-AYES: Commissioners Runstein, Smith, Chiles, Scott.
Motion carried.

ELECTION OF OFFICERS

MOTION: (L. Smith) I nominate the following slate of officers:
Chairman - Ted Runstein
Vice Chairman - Greg Smith
Secretary/Treasurer - Mitzi Scott

SECOND: Commissioner Chiles.

ACTION: Voting-AYES: Commissioners Runstein, Smith, Chiles, Scott.
Motion carried.

ELECTION OF OFFICERS, cont.

Commissioner Smith passed the gavel to Chairman Runstein. Runstein thanked Smith for his two years as Chairman, and commended him for his effectiveness.

IATSE LOCAL B-20

MOTION: (L. Smith) I move the Commission enter into Executive Session for the purpose of discussing labor negotiations.

SECOND: Commissioner Scott.

ACTION: Voting-AYES: Commissioners G. Smith, Scott, Chiles, L. Smith.
Motion carried.

The Commission went into Executive Session at 12:55 p.m. Members of the press who were present were requested not to report on any discussions held during the Executive Session. Peter Kasting explained the procedure for Executive Session, and suggested the Commission start out with a general discussion, and then the audience could be requested to leave if the discussion became more confidential or controversial.

Rick Alli, the Commission's labor counsel, said IATSE Local B-20 has ratified the contract presented to them by the ERC. Alli described the provisions of the proposed contract.

The Commission returned to open session at 1:15 p.m.

MOTION: (L. Smith) I move approval of Resolution No. 541. (Resolution No. 541 is attached and hereby made a part of the minutes.)

SECOND: Commissioner Chiles.

ACTION: Voting-AYES: Commissioners G. Smith, Scott, Chiles, L. Smith.
Motion carried.

Fehrenkamp thanked Alli for his work on the negotiations. Fehrenkamp also thanked Sandi Rosenfeld and Sky Goodrich of Local B-20 for their fair negotiations with the ERC.

CONTRACT EXTENSION FOR HOLLYWOOD LIGHTS

Chairman Runstein disclosed that his firm provides legal services for Hollywood Lights, and therefore he would take no part in the discussion or vote on this contract. Vice Chairman Smith assumed the Chair for this item.

CONTRACT EXTENSION FOR HOLLYWOOD LIGHTS, cont.

Fehrenkamp said since 1981, the ERC has had a contract with Hollywood Lights for electrical and theatrical services for the ERC's customers. That contract was extended through July 7, 1987, and the ERC may legally extend that contract for another four years. Fehrenkamp said staff feels Hollywood Lights' work has been exceptional, and recommends an extension of two years, through July 7, 1989. He added that the revenues to the ERC through that contract are approximately \$53,000 in this fiscal year.

Fehrenkamp said one other party had expressed an interest in securing the contract, but staff felt the level of service provided by the current company outweighed that consideration. Fehrenkamp said Hollywood Lights' prices are extremely competitive with other companies.

MOTION: (Scott) I move approval of Resolution No. 542. (Resolution No. 542 is attached and hereby made a part of the minutes.)

SECOND: Commissioner Chiles.

ACTION: Voting-AYES: Commissioners Scott, Chiles, L. Smith.
Chairman Runstein abstained.
Motion carried.

BANK SIGNATURE CARDS

Chairman Runstein said Resolutions No. 543 and 544 would authorize new bank signature cards to reflect the change in Commission Chairmanship.

MOTION: (L. Smith) I move approval of Resolutions No. 543 and 544.
(Resolutions No. 543 and 544 are attached and hereby made a part of the minutes.)

SECOND: Commissioner Scott.

ACTION: Voting-AYES: Commissioners G. Smith, Scott, Chiles, L. Smith.
Motion carried.

INFORMATION ITEMS

Performing Arts Update

Chairman Runstein reported that the Performing Arts Task Force has recommended the Exposition-Recreation Commission assume responsibility for the Portland Center for the Performing Arts. He said the recommendation will be presented to City Council on August 12 for their action.

Performing Arts Update, cont.

Runstein explained that a user fee has been recommended by the Task Force to obtain additional operating revenue, if necessary. He said it is recommended the user fee be expanded to include the Coliseum and Stadium. Runstein said the ERC will want to consider enacting a user fee, but he wants to make it clear that the ERC is not committed to a user fee at the Coliseum and Stadium.

Runstein clarified that ERC funds would not make up the shortfall in construction costs for the Performing Arts Center. He also said the ERC needs to review what commitments have been made to principal users of the Arts Center. Runstein proposed that staff and one or two Commissioners meet with the various tenants of the Performing Arts Center to find out what understandings and commitments they have with the current management. Runstein added that some commitments have been made to tenants for 1987-88, but if the ERC does take over the operation, there are no commitments for 1988-89.

Chairman Runstein appointed Mitzi Scott, Lamont Smith, and Lee Fehrenkamp as a merging committee to evaluate expenses and oversee the transition with the Performing Arts Center. Commissioner Scott said she would plan to attend the August 12 Council meeting. Runstein encouraged the other Commissioners to attend as well. Runstein said one point that needs to be emphasized to the City Council is that if the transfer is made, the ERC is only committed to providing operating funds. Kasting informed the ERC that a transference ordinance for City Council is being prepared, and a draft will be forwarded to the ERC for their review.

Wage Evaluation

Chairman Runstein said he felt the General Manager's duties have expanded with the Convention Center and the Performing Arts Center, and his and the Assistant General Manager-Administration's salaries should be reviewed. Runstein asked staff to allocate no more than \$10,000 for Coopers & Lybrand to evaluate comparable positions, and make a recommendation on those salaries.

Next Meetings

The next meetings of the Exposition-Recreation Commission were scheduled for August 19 and September 9, and thereafter set for the first Wednesday of the month.

Stadium Task Force Update

Runstein resigned as Co-Chair of the Civic Stadium Task Force, and appointed Commissioner Greg Smith to serve as the sole Chair. Runstein encouraged Smith to meet with the Task Force prior to the next ERC meeting, and bring the Commission a recommendation concerning the Stadium beverage policy.

EXPOSITION-RECREATION COMMISSION
A Regular Commission Meeting
July 15, 1987
Page Six

Financials - AP#12

Financials were not reviewed. Staff was directed to present year-end financial statements at the next ERC meeting.

General Manager's Report

Fehrenkamp reported the Coliseum concourse eatery design is in progress, in conjunction with Ogden Food Services.

Fehrenkamp reported that City Council had approved a noise variance for a David Bowie concert at Civic Stadium on August 14. Fehrenkamp said he and Greg Smith would be meeting with Goose Hollow neighborhood representatives this week regarding that event.

There being no further business to come before the Commission, the meeting was adjourned at 2:38 p.m.

Respectfully submitted,

B. Damiani
Bobbi Damiani, Administrative Assistant

Date: 7-24-87

APPROVED:

Ted Runstein
Ted Runstein, Chairman

Date: 8-20-87

Stadium Task Force Update, cont.

Greg Smith reported that the Stadium survey to be conducted by Columbia Research has been delayed, but is still in the works. Mike Carrico distributed a draft of the questions to be used for the survey. Carrico said it is anticipated the telephone survey will be completed the week of August 17 for presentation to the Commission by August 21.

There was discussion of the number of questions, and whether the questioning will take too long. Greg Smith said the survey may be long, but will provide the ERC with a lot of worthwhile information about the public's attitude toward Civic Stadium. Greg Smith said he feels Columbia knows what they are doing on this research.

Commissioners Lamont Smith and Mitzi Scott both wished an opportunity to read the questions more thoroughly and provide input to Columbia before the survey questions are finalized. They agreed to provide their comments to Commissioner Greg Smith by the end of the week.

Convention Center Update

Commissioner Scott reported that the Regional Governance Subcommittee recommendations have gone to the full CTS, and CTS has adopted most of those recommendations. She said the construction management issue is still uncertain. Scott said the Metro Council will address that subject on July 23.

Fehrenkamp said there has been very little design change since the last ERC meeting, and the architects are now working on the detailed design. He added that the bonds for the project have been sold.

There was discussion of the authority the Regional Commission and Metro would each have over construction. Lamont Smith expressed his concern about Metro not utilizing the continuity and expertise of the ERC staff in the construction phase. He said it was always the intent that construction would be overseen by ERC staff, because of the sophisticated structure involved.

Commissioner Scott encouraged the other Commissioners to attend the Metro Council meeting on July 23, so the ERC can make their feelings known to Metro.

Warehouse Update

Fehrenkamp updated the Commission on the progress of the Coliseum warehouse expansion. He said specifications would be ready for ERC approval in about two weeks. Fehrenkamp said the Trail Blazers no longer wish to put a weight room in the warehouse area and they asked that the warehouse project be delayed until the end of the 1987-88 season. Fehrenkamp indicated the warehouse project will proceed and the Trail Blazer portion will be a shell with the interior unfinished until such time as the Trail Blazers determine their warehouse needs.

EXPOSITION-RECREATION COMMISSION

Memorial Coliseum Complex
1401 North Wheeler
Portland, Oregon

RESOLUTION NO. 541

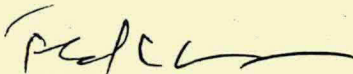
Approving and authorizing the Chairman and General Manager to execute, on behalf of the Exposition-Recreation Commission, an Agreement with the Theatrical Employees Union, Local B-20, International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada (Union), which modifies and extends the existing collective bargaining agreement between the Commission and Union.

The Exposition-Recreation Commission finds:

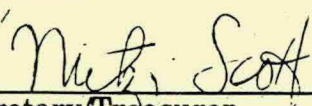
1. The Commission's labor attorney, Commission Staff, and representatives of the Union have negotiated modifications and an extension of the existing collective bargaining agreement which expires on July 1, 1987.
2. The Agreement has been ratified by the membership of the Union.

BE IT THEREFORE RESOLVED that the proposed Agreement between the Commission and the Union, in the form of which a copy is attached to this Resolution, is hereby approved, and the Chairman and General Manager are authorized to execute the Agreement on behalf of the Commission.

Passed by the Commission on July 15, 1987.



Chairman



Secretary/Treasurer

APPROVED AS TO FORM:



Deputy City Attorney



METRO

EXHIBIT E

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

September 16, 1987

The Honorable Corky Kirkpatrick
Chairperson
Council Task Force on Regional Convention,
Trade and Spectator Facilities Commission
2000 S. W. First Avenue
Portland, OR 97201-5398

Metro Council

Richard Waker
Presiding Officer
District 2

Jim Gardner
Deputy Presiding
Officer
District 3

Mike Ragsdale
District 1

Corky Kirkpatrick
District 4

Tom DeJardin
District 5

George Van Bergen
District 6

Sharron Kelley
District 7

Mike Bonner
District 8

Tanya Collier
District 9

Larry Cooper
District 10

David Knowles
District 11

Gary Hansen
District 12

Executive Officer
Rena Cusma

Dear Councilor Kirkpatrick:

At its meeting held on September 3, 1987, the Council's Task Force asked me to review the authority of the Metro Council to delegate to a metropolitan commission the ability to establish rates and charges for use of the convention center facility as well as any other facilities that may come under its jurisdiction. In addition, you have asked me to address the potential for conflict between language contained in certain drafts of the convention center commission ordinance which authorizes the commission to "construct" facilities, and the provisions of ORS 268.310(6) which require specific approval by the electors of the District of the financing of any activity prior to the construction of a major cultural, convention, exhibition, sports or entertainment facility.

Revenue

I will address the revenue question first. ORS 268.395(2) limits the powers of any commission created by an ordinance of the Council with the following language:

except that the power to adopt ordinances and all budget, revenue and planning authority remain in the Council of the Metropolitan Service District." (emphasis supplied)

ORS 268.515 provides that the District may impose and collect service or user charges in payment for its services or for the purposes of financing the planning, design, engineering, construction, operation, maintenance and repair, and expansion of facilities, equipment, systems or improvements authorized by ch. 268.

The Honorable Corky Kirkpatrick
September 16, 1987
Page 2

In Chris Thomas' opinion furnished to the convention center committee and dated May 1, Mr. Thomas made the assumption that the revenue authority which is referred to in ORS 268.395(2) included the power to impose service and user charges pursuant to ORS 268.515. Mr. Thomas also assumed that ORS 268.515 authorized service and user charges for the operation of the convention center.

I have discussed this matter with Mr. Thomas. I believe that his opinion takes a very conservative approach, which may be appropriate in the circumstances. However, it is possible to consider the restriction on delegation of the "revenue authority" to be limited to the power to levy taxes or to impose service and user charges on the general public. Thus, Metro's authority to levy an ad valorem tax clearly could not be delegated to a commission. Likewise, the setting of the admission charge for the Zoo could not be delegated to a commission. In general, however, ORS 268.515 seems to be referring to Metro's imposition of service charges for the development and operation of solid and liquid waste control facilities. In part, I base this conclusion on the provision of ORS 268.315(7) which requires a 65-business day waiting period for changes in such charges (compare ORS 267.320 regarding Tri-Met's authority over bus fares).

I do not believe it is necessary to construe the revenue restriction contained in the provisions of ORS 268.395(2) so broadly as to require that the Metro Council retain all authority to set the exact rates for use of the facility at the convention center or any other facilities transferred to the jurisdiction of a new commission.

In my opinion, the restriction contained in ORS 268.395(2) is satisfied as long as the power to establish revenue sources for the commission is retained by the Council. Once the Council has established a revenue source which in this case is the proceeds from center operations the statute's intent is satisfied. The commission could not obtain revenue from other sources not specified in the ordinance without Council approval. I believe it is possible for the Council to approve the revenue targets and revenue-raising methods to be utilized by the commission as long as those methods are limited to the collection of rents, lease payments, service charges, and charges designed to cover the commission's costs for operating the convention center.

The Honorable Corky Kirkpatrick
September 16, 1987
Page 3

Construction

The power to "construct" facilities granted to any commission must be construed as being specifically limited by the directive of ORS 268.310(6) that specific approval by the electors of the District is required prior to the "construction" of any major cultural, convention, exhibition, sports or entertainment facilities. This means that even if the ordinance contains the authority from the Council to delegate to the commission the power to construct such facilities, such construction cannot occur without prior approval by the electors of the District of the financing of the construction.

I hope I have been able to give the Council Task Force the information it has requested. I will be available at your next meeting on September 17 to answer any further questions you may have.

Yours very truly,



Daniel B. Cooper
General Counsel

gl
8186C/D3

cc: Donald E. Carlson
Tuck Wilson



METRO

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

Memorandum

Date: September 18, 1987

To: Council Task Force on CTS Facilities Commission

From: Donald E. Carlson, Council Administrator

Regarding: CITY OF HILLSBORO RESPONSE ON COMMISSION ORDINANCES

Eldon Mills, Hillsboro City Manager, responded on the phone on September 16, 1987, to Councilor Kirkpatrick's request for input regarding these ordinances. He discussed the matter with Mayor Shirley Huffman and their responses are as follows: (Coded to Convention Center Commission Matrix in August 27, 1987, Council meeting staff report)

ORDINANCE PROVISION FAVORED

POLICY ITEM

- | | |
|---|--|
| I. <u>CTS Master Plan, Principles and Process</u> | |
| A. One operating Commission | Kirkpatrick/Van Bergen |
| B. Commission make-up | Executive Officer |
| II. <u>Other Items</u> | |
| A. Statute vs. Ordinance | Kirkpatrick/Van Bergen and Executive Officer (No statutory commission) |
| B. <u>Powers of Commission</u> | |
| 1. Construction and maintenance | Kirkpatrick/van Bergen |
| 7. Employ and terminate personnel | Executive Officer |
| 8. Employ professional and other assistance | Executive Officer |
| 9. Contracts | Executive Officer |
| 11. Use of certain services | Executive Officer |

Memorandum
September 18, 1987
Page 2

B. Budget and Accounts

- | | |
|-------------|------------------------|
| 1. Accounts | Executive Officer |
| 2. Audit | Executive Officer |
| 3. Budget | Kirkpatrick/Van Bergen |

E. Appeals

- | | |
|---------------------|---|
| 2. Time and place | Kirkpatrick/Van Bergen
(change to 10 days) |
| 4. Appeal fee | CTS - (make it \$100) |
| 5. Executive Action | Kirkpatrick/Van Bergen |

F. Review of Commission Action

- | | |
|--------------------------|------------------------|
| 1. Filing of resolutions | Kirkpatrick/Van Bergen |
| 2. Effective date | Kirkpatrick/Van Bergen |

DEC/gl
8195C/D3



CITY OF
PORTLAND, OREGON

OFFICE OF THE MAYOR

Office of
J.E. Bud Clark, Mayor
1220 S.W. 5th
Portland, Oregon 97204
(503) 248-4120

September 29, 1987

TO: Members, Metro Task Force on establishing a regional
Metropolitan Exposition-Recreation Commission.

FROM: Mayor J.E. Bud Clark *Bud*

I appear before you today by letter, as our people who have been working on this issue are unavailable today, having planned their schedules to attend your meeting at its originally scheduled time. A working document was prepared by Marge Kafoury following your most recent task force meeting which proposes changes to Draft 2 (9/24/87). It is presently in circulation for internal review of the issues, and has been referred to in this letter.

I would like to take this occasion to emphasize the points which I believe the City and the CTS see as most important in the adoption of the ordinance creating the proposed commission.

1. First, it is important to remember that we told the voters that the CTS proposal was to create a regional commission which would be modeled as closely as possible after the City's Exposition-Recreation Commission. The purpose, then, under the proposed ordinance, is to accomplish that goal within the limits and opportunities of Metro's enabling statute.
2. Direct representation by the individual counties, as well as the initial goal of accomplishing a logical transition period during which Portland's ER Commission would continue to operate, is best accomplished by the original language which is stricken from Draft 2 (page 2 ff.; X.01.(020)030 Commission Created:). The new language proposed (page 3 ff.) is not reflective of the agreements ratified by CTS after long discussion and negotiation of this issue.

My commitment is that the City of Portland's nominations to the initial commission will include two members of the ER Commission, and Rena Cusma has agreed that one of her nominations will be an ER Commissioner as well. This accomplishes the goal of transition.

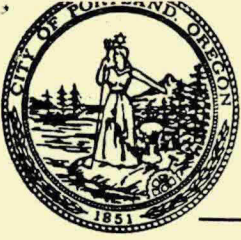
The deleted language in (d) assures each participant government of representation.

3. The ER Commission is an independently operating, non-political body. The ER Commission elects its own chair. This is the preferable approach, as originally proposed in X.01.(020)030. If we must compromise on this issue, Portland's proposal is that the Executive appoint only the initial chair. Then the language on page 4 at (e) would preferably read as originally stated, deleting "except for the chairperson".
4. As an independent, non-political body, the commission should not have elected officials appointed to it. The language in (X.01.(020)030)(i) should be restored to read: "No person who is elected to a public office, or appointed to fill a vacancy in a public office, shall be eligible to serve."

The addition of the word "compensated" only discriminates against those elected officials, such as the Mayor of Portland and the Portland City Council, who are compensated for their work, while allowing other elected officials to serve.

5. It is very important to us that the goal of transition be carefully reviewed and that the commission be thoughtfully charged with preparing operating and management strategies which are workable. The City's working proposal in X.01.XXX, Organizational Activities, accomplishes that goal.
6. Finally, I believe that it is vitally important that the commission have a distinctly articulated role in the construction of the Convention Center, as well as in future projects. Without compromising the powers of the executive in this matter, I believe that our proposed amendments to page 4, powers, (a) and (b), accomplish this goal, except that I would revise (b) to read: "...and to advise the District on (operating and marketing) matters that relate to the initial construction of facilities."

In summary, the City of Portland would like to emphasize these points for the consideration of the Task Force. We have not had the time to fully review the latest draft (2) in all its detail and will comment further, following your conclusions and recommendations as they are made today.



CITY OF
PORTLAND, OREGON
INTERGOVERNMENTAL AFFAIRS

Marge Kafoury
Director
1220 S.W. 5th
Room 400
Portland, Oregon 97204
(503) 248-4130

CITY OF PORTLAND PROPOSED AMENDMENTS TO
ORDINANCE NO. 87-225

1. Page 2(h), amend to read as follows:

"Just cause" means [failure to regularly attend] habitual absence from meetings of the commission, physical or mental disability that prevents meaningful participation as a Commission member, failure to remain a resident of the District, the commission of [any] substantive violation of ORS chapter 244 (Government Ethics) or [any] substantive regulations adopted pursuant thereto, conviction of any felony [or crime of moral turpitude], or the commission of any action or failure to act of a similar nature that brings into serious question the [moral] ethical or legal integrity of the Commission member's official actions.

2. Page 3, amend to read as follows:

There is hereby created a Metropolitan Exposition-Recreation Commission consisting of seven (7) members. One of the members shall be appointed by the Executive Officer to be the initial Chairperson of the Commission. The Commission members shall be appointed as follows:

(a) Members of the Commission [including the Chairperson] shall be appointed by the Executive Officer after consulting with the governing bodies of the City of Portland, Clackamas County, Multnomah County, Washington County, and any other city within the District. All appointments shall be confirmed by a majority of the members of the Council. All members shall reside within the District.

3. Page 4, amend to read as follows:

(b) Of the initial appointments, one (1) shall be for a one (1) year term; two (2) shall be for a two (2) year term; two (2) shall be for a three (3) year term; and two (2) [including the Chairperson] shall be for a four (4) year term. Thereafter appointments [including the appointment of the Chairperson] shall be for a four (4) year term.

(c) Of the initial appointments, the Executive Officer shall designate one member as the initial chairperson to hold that position for a four (4) year term. If a vacancy occurs before the end of the term, the Executive Officer shall appoint a new chairperson to complete the unexpired term in the same manner as in the case of the member whose term was not completed.

[c] (d) No amendments

[d] (e) No amendments

(e) No person who is elected to a compensated public office, or appointed to fill a vacancy in a compensated public office, shall be eligible to serve.

[e] (f) The Commission may adopt its own rules of organization and procedure and except [for the Chairperson] as provided for the appointment of the initial chairperson in subsection (c), above, may elect its own officers for such terms and with such duties and powers necessary for the performance of the functions of such offices as the Commission determines appropriate.

4. Page 4, before Powers, insert the following section:

X.01.xxx Organizational Activities:

Following the appointment of its members and during the time prior to the completion of construction of the Oregon convention center, the Commission shall do the following:

(a) Until the Commission adopts personnel and contracting rules, and rules and procedures for obtaining accounting, legal, personnel, risk management, public affairs and other services required to carry out its functions, it shall operate under general personnel and contracting rules adopted by the Council for the District, and shall use services provided by the District

in accordance with subsection (m) of X.01.xxx (Powers) of this Ordinance.

(b) Not later than June 30, 1988, prepare a five year operating plan which includes but is not limited to staffing requirements, personnel rules and contract rules, expenditure and revenue requirements, schedules of charges and methods for determining charges, and operating rules and procedures. The Commission shall submit this plan to the Council for review and comment.

(c) Prepare and provide to the Council for review and comment proposed rules and procedures for obtaining accounting, legal, personnel, risk management, public affairs, and other services required in order to carry out the Commission's responsibilities.

(d) Not later than September ³⁰~~1~~, 1988, report to the Council on the progress of, and make recommendations to the Council of appropriate action regarding negotiations with local governments within the District for the transfer of appropriate facilities or operations to the Commission. The negotiations may include but are not limited to transfer of assets and liabilities and operational responsibilities; transfer of employees; revenue and expenditure requirements; and schedules and charges and methods for determining charges.

(e) Not later than August 15, 1988, identify and submit to the Council for review and appropriate action statutory changes needed to enable the Commission to effectively and efficiently carry out its responsibilities.

(f) To facilitate these initial Charge the Council shall forthwith upon appointment of the Commission adopt a budget for operation of the Commission and assign to the Commission for implementation any contracts entered into by the District for the operation and marketing of the convention center.

5. Page 4, Powers, amend as follows:

The Commission shall have the following power and authority:

(a) To [approve the renovation, the equipping, maintenance, and repair] renovate, equip, maintain and repair any convention, trade, and spectator buildings and facilities for which the Commission is responsible. [The Commission shall advise the District on operating and marketing matters that relate to the initial construction of facilities.]

(b) To operate and market the use of [such buildings and facilities] the Oregon Convention Center and other buildings and facilities for which the Commission is responsible; and to advise the District on operating and marketing matters that relate to the initial construction of facilities.

(c) No amendments.

(d) No amendments

(e) No amendments

(f) No amendments

(g) No amendments

(h) Except as provided in x.01.xxx (Organizational Activities) to employ, manage, and terminate such personnel as the Commission may find necessary, appropriate or convenient for its purposes under [general] personnel rules adopted by the [Council for the District.] Commission. [The Council may by resolution authorize the Commission to adopt personnel rules and exempt Commission employees from personnel rules of the District]

(i) [Except as provided in subsection (1), below] Except as provided in x.01.xxx, to employ professional, technical, or other assistance as the Commission may find necessary, appropriate, or convenient for its purposes;

(j) Except as provided in x.01.xxx, to enter into contracts of such types and in such amounts, including intergovernmental agreements, as the Commission may deem necessary, appropriate, or convenient for the renovation, equipment, maintenance, repair, operation, administration and marketing of the use of [its] buildings and facilities for which it is responsible, and for professional and other services, under [general] contracting

rules adopted by the [Council for the District] Commission.

[Any intergovernmental agreement for the transfer of convention, trade or spectator facilities to the District or the transfer of operating responsibilities for such facilities shall be approved by the Council. The Council may by resolution authorize the Commission to adopt contract rules and exempt the Commission from contract rules of the District.]

(k) To enter into intergovernmental agreements for the transfer of convention, trade, or spectator buildings and facilities to the District, or for the transfer of operating and administrative responsibilities for such buildings and facilities to the Commission, provided that the Council has approved such acquisition or transfer.

[k] (l) To accept gifts and donations and to contract for and receive federal and other aid and assistance.

[l] (m) [The Commission shall] Except as provided in x.01.xxx, to use services provided by the District including accounting, legal, personnel, risk management, public affairs, and other services, subject to compensation being provided by the Commission to the District as the District may require. [The Council may by resolution authorize the Commission to acquire such services by other means.]

[m] (n) No amendments.

[n] (o) No amendments.

[o] (p) No amendments.

6. Page 7, Budget and Accounts:

No amendments.

7. Page 8, Form of Action:

No amendments.

8. Page 8, Delegation:

No amendments.

9. Page 12, Review:

No amendments.

STAFF REPORT

Agenda Item No. 11.1

Meeting Date Sept. 22, 1987

CONSIDERATION OF RESOLUTION NO. 87-807 AMENDING
RESOLUTION NO. 87-744 REVISING THE FY 1987-88
BUDGET AND APPROPRIATIONS SCHEDULE

Date: August 31, 1987

Presented by: Jennifer Sims

FACTUAL BACKGROUND AND ANALYSIS

Resolution No. 87-807 proposes an amendment to the Zoo Capital Fund budget. A transfer from contingency for \$25,000 is requested to proceed with the Aquarium Feasibility Study -- Phase II. Metro was involved in the study's first phase. Funds were contributed from the Zoo Master Plan project budget. Results are scheduled for presentation to the Council on September 10, 1987. The Phase II Scope of Work will include a detailed market survey, site selection and analysis, preliminary architectural diagram and related work. Approval of this budget item will indicate Metro's intent to participate in the next phase of this project. On approval, the Executive Officer will proceed to develop an intergovernmental agreement with PDC for Council action within 30 days.

The necessary changes to the budget and appropriation schedule are shown in the exhibits to the Resolution.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 87-807.

JS/gl
8119C/513
09/02/87

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING	)	RESOLUTION NO. 87-807
RESOLUTION NO. 87-744 REVISING)	
THE FY 1987-88 BUDGET AND APPRO-	)	Introduced by the
PRIATIONS SCHEDULE	)	Executive Officer

WHEREAS, The Council of the Metropolitan Service District supports the study and analysis of the feasibility of developing an aquarium in the Metro region; and

WHEREAS, Adequate resources are available for this purpose; now, therefore,

BE IT RESOLVED,

That Resolution No. 87-744, Exhibit B, FY 1987-88 Budget, and Exhibit C, Schedule of Appropriations, are hereby amended as shown in Exhibits A and B to this Resolution.

ADOPTED by the Council of the Metropolitan Service District this _____ day of _____, 1987.

Richard Waker, Presiding Officer

JS/gl
8119C/513
09/02/87

EXHIBIT A
RESOLUTION NO. 87-807

ZOO CAPITAL FUND		CURRENT BUDGET		REVISION		PROPOSED AMENDMENT	
ACCOUNT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<u>Personal Services</u>							
6030	Construction Manager	1.00	40,499			1.00	40,499
6700	Fringe		12,940				12,940
	Total Personal Services	1.00	53,439			1.00	53,439
<u>Materials & Services</u>							
7500	AQUARIUM STUDY-PHASE 2 Contractual Services		0		25,000		25,000
	Total Material & Services		0		25,000		25,000
<u>Capital Outlay</u>							
8570	Office Furniture & Equipment		5,000				5,000
	ALASKA EXHIBIT		30,000				30,000
	ADMIN./EDUC. CENTER						
8620	Construction in Progress		895,502				895,502
8630	Engineering Services		14,000				14,000
	MISC. EXHIBIT IMPROVEMENTS						
8620	Construction in Progress		51,000				51,000
8630	Engineering Services		24,000				24,000
	AFRICAN BUSH-PHASE 1 & 2						
8620	Construction in Progress		5,505,790				5,505,790
8630	Engineering Services		90,000				90,000
	AFRICA BUSH-PHASE 3						
8630	Engineering Services		280,000				280,000
	Total Capital Outlay		6,895,292		0		6,895,292
<u>Transfers, Contingency & Unappropriated Balance</u>							
9700	Contingency		156,364		(25,000)		131,364
	Unappropriated Balance		2,783,350				2,783,350
	Total Contingency & Unapp. Balance		2,939,714		(25,000)		2,914,714
	TOTAL REQUIREMENTS	1.00	9,888,445	0.00	0	1.00	9,888,445

NO OTHER BUDGET CHANGES IN ANY FUND

EXHIBIT B
SCHEDULE OF APPROPRIATIONS
RESOLUTION NO. 87-807

	CURRENT -----	REVISION -----	PROPOSED -----
ZOO CAPITAL FUND -----			
Personal Services	\$ 53,439	\$ 0	\$ 53,439
Materials & Services	0	25,000	25,000
Capital Outlay	6,895,292		6,895,292
Contingency	156,364	(25,000)	131,364
Unappropriated Balance	2,783,350	0	2,783,350
	-----	-----	-----
Total Zoo Capital Fund Requirements	\$ 9,888,445	\$ 0	\$ 9,888,445

NO OTHER APPROPRIATION CHANGES IN ANY FUND



METRO

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

Memorandum

Agenda Item No. 11.2

Date: September 15, 1987

Meeting Date Sept. 22, 1987

To: Councilors

From: Marie Nelson, Clerk of the Council *AMN*

Regarding: CONSIDERATION OF RESOLUTION NO. 87-797,
Authorizing Two New Positions
(Construction Project Manager and Secretary)

The Council requested the Management Committee review Resolution No. 87-797 and make a recommendation to the Council regarding the two requested positions. The Management Committee will meet on September 15 and will forward their recommendation to the full Council on September 22, 1987.

Attached please find the staff report and materials the Management Committee will review at their September 15 meeting.



METRO

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

Memorandum

Date: September 9, 1987

To: Council Management Committee

From: Marie Nelson, Clerk of the Council *amn*

Regarding: CONSIDERATION OF RESOLUTION NO. 87-797,
Authorizing Two New Positions, etc.
(Construction Manager and Secretary)

Resolution No. 87-797 was first considered by the Council on August 14, 1987. At that meeting, the Council adopted a motion to refer the resolution to the Management Committee for review and recommendation. The Committee was requested to investigate the issues raised in Donald Carlson's memo to the Council (see Exhibit A).

The Management Committee considered Resolution No. 87-797 at their meeting on August 25. The Committee adopted a motion to tentatively approve the concept of the Construction Manager position; to request staff prepare a more detailed job description for the position, a possible budget allocation plan, and to show where and when the position could best be brought on-line; to have the Management Committee review the information at their regular meeting of September 17, 1987*; and to place Resolution No. 87-797 on the September 22, 1987, Council agenda subject to a recommendation from the Management Committee for approval.

The staff report originally submitted to the Council on August 14, and to the Management Committee on August 25 is included in this agenda packet as Exhibit B.

Staff has responded to the Committee's requests for additional information. Included in the agenda packet is a revised Construction Project Manager job description, two budget allocation plan options, and a more detailed work plan for the Manager position. These materials are contained in Exhibit C.**

* The meeting was later rescheduled to September 15, 1987.

** Exhibit C will be delivered to Committee members in advance of the meeting.

amn
8149C/D2-2
09/09/87



METRO

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

Memorandum

EXHIBIT A

Date: August 13, 1987

To: Metro Council

From: Donald E. Carlson, Council Administrator

Regarding: AGENDA ITEM NO. 8.2 -- CONSIDERATION OF RESOLUTION
NO. 87-797, FOR THE PURPOSE OF AUTHORIZING TWO NEW
POSITIONS (CONSTRUCTION PROJECT MANAGER AND SECRETARY)

Staff has several questions regarding this proposal and has not had time to work with the Administration regarding the matter due to timing problems with the agenda and staff being out of the office. Staff has raised several of these questions with the Director of Finance & Administration orally. The questions are:

1. What is the relationship of these new positions to the construction management functions currently funded?

At the present, a Construction Manager position is funded and filled in the Zoo Capital Fund to provide construction management services for Zoo capital projects. In addition, the District has entered into a not to exceed \$2,248,545 contract with Turner Construction for construction management services on the Convention Center Project.

2. Assuming the new Construction Project Manager position is needed, is the proposed salary at the current level to acquire the services needed?

Currently the Zoo Construction Manager position is at salary level 12.5 and budgeted at \$40,098 excluding fringe costs. The Turner contract provides for direct salary expenses for the Project Executive (part-time) of \$5,100 per month (\$61,200 annually) and the Project Manager (full-time) of \$4,995 per month (\$59,940 annually). The fringe costs for these contract services is 37.5 percent.

3. The proposal is to fund these new costs out of General Fund Contingency. What is the impact of this request on the Contingency category and what other Contingency costs are currently contemplated?

Memorandum
August 13, 1987
Page 2

The budgeted General Fund Contingency is \$276,182. This request amounts to 23.4 percent of the Contingency. Yet to be appropriated is \$50,000 for the Regional Governance Study and approximately \$39,000 for COLA.

Staff recommends Resolution No. 87-797 be forwarded to the Council Management Committee for review and recommendation to the full Council.

DEC/amn
8015C/D2-2

cc: Rena Cusma
Ray Phelps

EXHIBIT B

STAFF REPORT ORIGINALLY SUBMITTED TO
THE COUNCIL ON 8/14/87, AND TO THE
MANAGEMENT COMMITTEE ON 8/25/87.

CONSIDERATION OF RESOLUTION NO. 87-797
AUTHORIZING TWO NEW POSITIONS, AMENDING THE PAY
AND CLASSIFICATION PLANS, AND AMENDING THE
FY 1987-88 BUDGET AND APPROPRIATIONS SCHEDULE

Date: July 31, 1987

Presented by: Rena Cusma

FACTUAL BACKGROUND AND ANALYSIS

Resolution No. 87-797 packages several actions which will establish a new centralized, agencywide construction management function. Metro's capital projects are becoming more numerous and complex. The Zoo's largest ever capital project, the Africa Exhibit, is in its initial phases. The convention center will begin construction within a year. Potential future projects include solid waste alternative technologies, and projects identified in the Zoo Master Plan. Currently, we have no general in-house professional expertise in this field.

This proposal provides for a full-time position titled Construction Project Manager and one clerical support position under the general supervision of the Finance & Administration Director. A new classification (Attachment A) is proposed at salary range 14 (\$37,315 - \$46,862). The total FY 1987-88 budget impact would be \$64,737 with an October 1, 1987, start date. (Attachments B and C.) This includes initial capital costs for office furniture and equipment. For the current year funds would be transferred from the General Fund contingency. In subsequent years, the costs would be allocated to the benefitting departments under the cost allocation plan. Projected FY 1988-89 costs are \$76,404.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 87-797.

JS/gl
7958C/513
08/05/87

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 87-797
TWO NEW POSITIONS, AMENDING THE)	
PAY AND CLASSIFICATION PLANS, AND	)	Introduced by the
AMENDING THE FY 1987-88 BUDGET	)	Executive Officer
AND APPROPRIATIONS SCHEDULE)	

WHEREAS, The Metropolitan Service District's capital projects are more numerous and complex; and

WHEREAS, There is a need for oversight of the Metropolitan Service District's construction projects; and

WHEREAS, Resources are available for this purpose; now, therefore,

BE IT RESOLVED,

1. That the Metropolitan Service District Pay and Classification Plans are hereby amended to add the class of Construction Project Manager as shown in Attachment A at salary range 14 (\$37,315 - \$46,862).

2. That two additional positions (Construction Project Manager and Secretary) are authorized in the Finance & Administration Department.

3. That Resolution No. 87-744 Exhibits B and C are hereby amended as shown in Attachments B and C to this Resolution.

ADOPTED by the Council of the Metropolitan Service District
this _____ day of _____, 1987.

Richard Waker, Presiding Officer

JS/gl
7958C/513
08/05/87

ATTACHMENT A

CONSTRUCTION PROJECT MANAGER

#477

GENERAL STATEMENT OF DUTIES:

Under general direction coordinates and manages construction for all of Metro's departments to make sure they are in compliance with job specifications, completion schedules and the relevant provisions of Metro's Code. Schedules construction projects and assists in selecting the project manager. Has the authority to take the necessary steps to bring contracts into compliance. Coordinates construction projects with designated department staff and with outside project management firms.

SUPERVISION RECEIVED:

Receives general supervision from the Director of Finance & Administration who assigns duties, outlines goals and objectives, and reviews work for effectiveness and for conformance to agency policies and objectives.

SUPERVISION EXERCISED:

Provides supervision to clerical and support staff as assigned. Has indirect supervision of project manager and their respective construction projects as required to carry out the duties of this position.

EXAMPLES OF PRINCIPAL DUTIES:

An employee in this classification may perform any of the following duties. However, these examples do not include all the specific tasks which an employee may be expected to perform.

1. Assists all Metro departments with the development and preparation of construction bid specifications and has final authority on approving the completed bid specifications.
2. Assists project manager in assembling team and formulating reporting procedures.
3. Inspects all contract work in progress to ensure compliance with specifications, requirements and timely completion of scheduled work, and takes the necessary steps, which includes stop work and override authority, to bring contracts into compliance.
4. Reviews all construction records from design state through to completion, operational testing, and after-test modifications.
5. Assists in developing the plans for all Metro capital improvements.

6. Provides all departments with professional services and technical expertise in identifying construction problems and alternate solutions, and makes recommendations both orally and in writing, for the resolution of identified problems.
7. Monitors construction progress and regularly reports on the status of all projects to the Finance & Administration Director.
8. Oversees the activities of architects, engineers, contractors, and department staff working on construction projects.
9. Assist the Finance & Administration Director in the development and implementation of policies and programs relating to agency construction practices.
10. May act as general contractor.

RECRUITING REQUIREMENTS:
KNOWLEDGE, SKILL, ABILITY

Knowledge of: construction methods and techniques; mechanical, electrical, plumbing, hydraulic, filtration and irrigation systems and motorized equipment; building code and construction safety code requirements in the state of Oregon; AIA and NSPE documents; the principles of management and budgeting.

Skill to: plan, budget, schedule and coordinate the work involved in capital improvement projects; project costs of new construction and related annual operating costs; effectively communicate verbally and in writing to both contractors and Metro management.

Ability to: review, interpret, recommend projects and contract modifications, engage necessary expertise to implement changes as needed, and ensure compliance with local, state and federal regulations and codes.

Manage large contracts and construction projects by: establishing and maintaining effective working relationships with employees, contractors, architects, public regulatory representatives and others involved in Metro's capital improvements; writing work reports and maintaining current and timely construction records; interpreting and applying regulations, codes, sketches, blueprints, diagrams, technical maintenance manuals for construction activities; directing and managing a variety of projects and interpreting information and facts to determine potential implications and impact on construction operations.

EXPERIENCE AND TRAINING:

Five years of experience in heavy construction and/or industrial building trades. Experience in public sector construction desirable. Graduation from an accredited four-year college in Civil Engineering or Architecture and licensed to practice in Oregon.

ATTACHMENT B

GENERAL FUND
FINANCE AND ADMINISTRATION DEPARTMENT

<u>Personal Services</u>	<u>FTE</u>	<u>Current Budget</u>	<u>FTE</u>	<u>Revision</u>	<u>FTE</u>	<u>Proposed Budget</u>
Construction						
Project Manager	0.0	\$ 0.00	.75	\$30,272.00	.75	\$ 30,272.00
Secretary	1.75	35,130.00	.75	12,581.00	2.50	47,711.00
Fringe	0.0	196,173.00	0.0	13,284.00	0.0	209,457.00
All Other Accounts	21.39	601,486.00	0.0	0.00	21.39	601,486.00
Subtotal	23.14	\$832,789.00	1.5	\$56,137.00	24.64	\$888,926.00
<u>Material & Services</u>						
Dues & Subscriptions		\$ 2,134.00		\$ 500.00		\$ 2,634.00
Supplies - Office		28,828.00		700.00		29,528.00
All Other Accounts		540,643.00		0.00		540,643.00
Subtotal		\$571,605.00		\$1,200.00		\$572,805.00
<u>Capital Outlay</u>						
Office Furniture & Equipment		\$20,036.00		\$7,400.00		\$27,436.00
Subtotal		\$20,036.00		\$7,400.00		\$27,436.00
TOTAL		\$1,424,430.00		\$64,737.00		\$1,489,167.00

ATTACHMENT C

APPROPRIATIONS SCHEDULE

<u>GENERAL FUND</u>	<u>Current Approp.</u>	<u>Revision</u>	<u>Revised Approp.</u>
Finance & Admin.			
Personal Services	\$ 832,789	\$ 56,137	\$ 888,926
Material & Services	571,605	1,200	572,805
Capital Outlay	20,036	7,400	27,436
Subtotal	<u>\$1,424,430</u>	<u>\$ 64,737</u>	<u>\$1,489,167</u>
Contingency	\$ 290,923	\$(64,737)	\$ 226,186
Transfer	271,829	0	271,829
Subtotal	<u>\$ 562,752</u>	<u>\$(64,737)</u>	<u>\$ 498,015</u>
ALL OTHER			
GENERAL FUND DEPTS.	\$1,074,858	\$ 0	\$1,074,858
Unappropriated Balance	47,500	0	47,500
TOTAL GENERAL FUND	\$3,109,540	\$ 0	\$3,109,540

7958C/513

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 87-797
AUTHORIZING TWO NEW POSITIONS, AMENDING THE PAY
AND CLASSIFICATION PLANS, AND AMENDING THE
FY 1987-88 BUDGET AND APPROPRIATIONS SCHEDULE

FACTUAL BACKGROUND AND ANALYSIS

As per your request at the August 25, 1987, Council Management Committee meeting, we have provided the following information for your review.

1. Job Description

You will find attached a revised job description which reflects the changes discussed at the August 25 Council Management Committee meeting.

2. Funding Alternatives

a. General Fund Contingency

For the current year funds would be transferred from the General Fund Contingency. In subsequent years, the costs would be allocated to the benefitting departments under the cost allocation plan. This funding strategy is recommended for approval by the Executive Officer.

b. Allocation from department Capital Projects budgets (minus Unappropriated Balance).

<u>Fund</u>	<u>Budget</u>	<u>Percentage</u>
Bldg. Mgt.	\$ 71,512	.2
Zoo Capital	7,105,095	20.1
Solid Waste Captial	5,376,000	15.2
Conv. Ctr. Capital	<u>22,774,832</u>	<u>64.5</u>
Total	\$35,327,439	100.0

GENERAL STATEMENT OF DUTIES:

Under general direction acts as an advisor and consultant for all construction for all Metro departments to make sure they are in compliance with job specifications, completion schedules and the relevant provisions of Metro's Code. Assists in selecting the project manager and in scheduling construction projects. Has the authority to take the necessary steps to bring contracts into compliance. Coordinates construction projects with designated department staff and with outside project management firms.

SUPERVISION RECEIVED:

Receives general supervision from the Director of Finance & Administration who assigns duties, outlines goals and objectives, and reviews work for effectiveness and for conformance to agency policies and objectives.

SUPERVISION EXERCISED:

Provides supervision to clerical and support staff as assigned.

EXAMPLES OF PRINCIPAL DUTIES:

An employee in this classification may perform any of the following duties. However, these examples do not include all the specific tasks which an employee may be expected to perform.

1. Assists all Metro departments with the development and preparation of construction bid specifications and has final authority on approving the completed bid specifications.
2. Assists project manager in assembling team and formulating reporting procedures.
3. Inspects all contract work in progress to ensure compliance with specifications, requirements and timely completion of scheduled work, and takes the necessary steps, which includes stop work and override authority, to bring contracts into compliance.
4. Reviews all construction records from design state through to completion, operational testing, and after-test modifications.
5. Assists in developing the plans for all Metro capital improvements.
6. Provides all departments with professional services and technical expertise in identifying construction problems and alternate solutions, and makes recommendations both orally and in writing, for the resolution of identified problems.

7. Monitors construction progress and regularly reports on the status of all projects to the Finance & Administration Director.
8. Oversees the activities of architects, engineers, contractors, and department staff working on construction projects.
9. Assist the Finance & Administration Director in the development and implementation of policies and programs relating to agency construction practices.
10. May act as general contractor.

RECRUITING REQUIREMENTS:
KNOWLEDGE, SKILL, ABILITY

Knowledge of: construction methods and techniques; mechanical, electrical, plumbing, hydraulic, filtration and irrigation systems and motorized equipment; building code and construction safety code requirements in the state of Oregon; AIA and NSPE documents; the principles of management and budgeting.

Skill to: plan, budget, schedule and coordinate the work involved in a variety of large capital construction projects simultaneously; project costs of new construction and related annual operating costs; effectively communicate verbally and in writing with contractors, architects and Metro management.

Ability to: review, interpret, recommend project and contract modifications, engage necessary expertise to implement changes as needed, and ensure compliance with local, state and federal regulations and codes.

Manage large construction contracts and projects by: establishing and maintaining effective working relationships with employees, contractors, architects, public regulatory representatives and others involved in Metro's capital construction projects; writing work reports and maintaining current and timely construction records; interpreting and applying regulations, codes, sketches, blueprints, diagrams, technical maintenance manuals for construction activities; directing and managing a variety of projects and interpreting information and facts to determine potential implications and impact on construction operations.

EXPERIENCE AND TRAINING:

A minimum of five years of diversified experience in commercial/industrial construction and construction management working on a variety of large projects simultaneously. Experience in public sector construction desirable. Graduation from an accredited four-year college in Civil Engineering, Architecture, Construction Management or related field desirable.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 87-797
TWO NEW POSITIONS, AMENDING THE)	
PAY AND CLASSIFICATION PLANS, AND	)	Introduced by the
AMENDING THE FY 1987-88 BUDGET	)	Executive Officer
AND APPROPRIATIONS SCHEDULE)	

WHEREAS, The Metropolitan Service District's capital projects are more numerous and complex; and

WHEREAS, There is a need for oversight of the Metropolitan Service District's construction projects; and

WHEREAS, Resources are available for this purpose; now, therefore,

BE IT RESOLVED,

1. That the Metropolitan Service District Pay and Classification Plans are hereby amended to add the class of Construction Project Manager as shown in Attachment A at salary range 14 (\$37,315 - \$46,862).

2. That two additional positions (Construction Project Manager and Secretary) are authorized in the Finance & Administration Department.

3. That Resolution No. 87-744 Exhibits B and C are hereby amended as shown in Attachments B and C to this Resolution. Cost for these positions may be charged direct to the several Capital Funds if further evaluation indicates that General Fund contingency is not available.

ADOPTED by the Council of the Metropolitan Service District this _____ day of _____, 1987.

Richard Waker, Presiding Officer



METRO

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

agenda item 14

September 22, 1987

The Honorable Richard Waker
Presiding Officer
Metropolitan Service District
2000 S. W. First Avenue
Portland, OR 97201-5398

Metro Council

Richard Waker
Presiding Officer
District 2

Jim Gardner
Deputy Presiding
Officer
District 3

Mike Ragsdale
District 1

Corky Kirkpatrick
District 4

Tom DeJardin
District 5

George Van Bergen
District 6

Sharon Kelley
District 7

Mike Bonner
District 8

Tanya Collier
District 9

Larry Cooper
District 10

David Knowles
District 11

Gary Hansen
District 12

Executive Officer
Rena Cusma

Dear Presiding Officer Waker:

Re: Appeal to LUBA of Oregon City Land Use Decision

The Metro Council has asked me to provide it with my opinion regarding the authority of the Metro Executive Officer to petition the Oregon Land Use Board of Appeals for review of the order of the Oregon City Council denying Metro's application for an amendment to the Conditional Use Permit governing the Clackamas Transfer & Recycling Center. The City Council was asked to remove the present limit of 700 tons per day and refused to do so.

For the reasons stated below, I believe that the Metro Executive Officer has the authority to file such an appeal on her own behalf to LUBA without first obtaining the prior consent or authorization of the Metro Council.

Pursuant to ORS 197.830, a person may file a request for review of a land use decision to LUBA if the person has appeared before the local government which made the decision and meets one of the following criteria: either the person needed to be entitled as matter of right to notice and hearing prior to the decision to be reviewed, or is aggrieved or has an interest adversely affected by the decision.

The application to the Oregon City Planning Commission to seek the amendment to the Conditional Use Permit was filed by Metro's Solid Waste Director. The request that the city of Oregon City Council review the denial of the permit amendment was filed in the name of the Executive Officer. Pursuant to ORS 268.180 the Executive Officer of Metro is responsible for administering and enforcing District rules and ordinances. Pursuant to ORS 268.190 as

The Honorable Richard Waker
September 22, 1987
Page 2

amended by SB 629 in the 1987 Legislature, "The Executive Officer shall administer the District and enforce the ordinances enacted by the Council."

Pursuant to these two statutory authorizations, the administration of District business is the concern of the Metro Executive Officer.

The CTRC is an existing facility previously authorized by the Metro Council. Previously the Conditional Use Permit from Oregon City authorized 800 tons per day. Oregon City then lowered the tonnage limit. Metro did not appeal that change. This application is in effect a request that Oregon City reconsider its imposition of a lower tonnage limitation. Because the CTRC is an existing facility and the application in question is directly related to carrying out a pre-existing policy adopted by the Council, I believe the ongoing operation of the facility is an administrative function.

In that an Oregon City action limiting the operations of the existing CTRC will adversely affect the ability of the Executive to administer District business I conclude that the Executive Officer has standing to appeal the decision of the city of Oregon City to LUBA. If Oregon City were to challenge the Executive Officer's standing to appeal I do not believe a motion to dismiss would be granted.

I have reviewed the Metro Code and the ordinances adopted by the Metro Council. No where do I find any legislative action taken by the Metro Council to limit or restrict the Executive Officer's authority to file litigation or appeal administrative decisions to the appropriate review body. In the absence of any restrictions on the Executive Officer's freedom to act, duly adopted by the Council, there is no grounds for an internal challenge to the Executive Officer's intended action.

This opinion should be read as strictly limited to the actual question presented and should not be construed as answering any further questions regarding the ability of the Metro Council to adopt an ordinance setting rules and procedures for the filing of applications for land use permits, appeals to LUBA related to them, the filing of any litigation, or the seeking of any other judicial remedy on behalf of the District. In addition, I should also point out that the appeal to LUBA contemplated by the Executive Officer will not require the use of any outside counsel and, thus, the entering into of any contract that

The Honorable Richard Waker
September 22, 1987
Page 3

might be subject to approval of the Metro Council pursuant to the District's contracting rules or any alteration of the Metro budget, which would also be subject to the Metro Council's approval.

I will be available at the Council meeting on September 22 to answer any further questions you or the Council members may have in this regard.

Yours very truly,

Daniel B. Cooper
General Counsel

gl
8211C/D4