

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE ) RESOLUTION NO 94-1957  
EXECUTIVE OFFICER TO EXECUTE A )  
ONE-YEAR LEASE FOR THE WAREHOUSE ) Introduced by  
AT 2516 NW 29TH, PORTLAND, OR ) Rena Cusma, Executive Officer

WHEREAS, the Metro Washington Park Zoo has historically organized annual events to attract visitors and boost ticket sales; and

WHEREAS, two of these events, ZooLights (in the last six years) and ZooBoo (in the past three years) have brought in over 380,000 visitors and \$1,776,000 in gross revenues; and

WHEREAS, the Zoo continues to depend heavily upon volunteers for ZooBoo and ZooLights productions; and

WHEREAS, the Zoo continues to lack on-site storage for these activities and therefore needs safe and secure off-site workshop space to maintain or hopefully increase this volunteer support; and

WHEREAS, the space at 2516 NW 29th, Portland, OR for which an ongoing lease was approved by the Metro Council in February 1993 continues to be very suitable for volunteer involvement due to its close proximity to the Zoo (within eight minutes), its secure parking in a low crime area, and its traditional amenities, of proper heat, ventilation, and accessible restrooms; and


WHEREAS, such space continues to allow for consolidation of inventory and tools while providing an adequate shop space for construction, layout and refurbishing of all event sets on a full year basis (instead of 2-3 months at a contractor's shop); and

WHEREAS, this space consisting of 5,500 sq. ft. of open warehouse, 400 sq. ft. of enclosed tool/small part storage, and 400 sq. ft. of secured prop/costume storage, with high ceilings and delivery van access via an overhead garage door, continues to be available at a cost of \$0.24 per sq. ft. or \$1,500 monthly; now, therefore,

BE IT RESOLVED

That the Metro Council hereby authorizes the Executive Officer to execute a one year lease as attached for the warehouse at 2516 NW 29th, Portland, OR at a cost of \$1,500 per month and including a one year option to extend the lease as long as current needs continue and the lease rate remains unchanged.

ADOPTED by the Metro Council this 23<sup>rd</sup> day of June, 1994.

  
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Judy Wyers, Presiding Officer

NABE



**THIS INDENTURE OF LEASE**, entered into this 1st day of March, 1994,  
between 09 Properties

hereinafter called the lessor, and METRO

hereinafter called the lessee,

**WITNESSETH:** In consideration of the covenants herein, the lessor hereby leases unto the lessee those certain premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon, hereinafter called the premises, described as follows:

Building #6 at 2516 N.W. 29th. Approximately 6320 sq. feet plus a 400 sq. foot mezzanine.

To Have and to Hold the premises commencing with the 1st day of March, 1994, and ending at midnight on the 28th day of February, 1995, for a rental of \$18,000.00 for the whole term, which lessee agrees to pay, at 09 Properties, 221 N.W. Front Ave., City of Portland, State of Oregon, at the following times and in the following amounts, to-wit:

\$1500.00 monthly, payable in advance, due on the first day of each month. Monthly rental not received by the 15th day of each month shall be subject to a late fee of 3 percent(\$45.00) which is automatically due and payable immediately.

Lessee is responsible for electricity and gas bills.

In consideration of the leasing of the premises and of the mutual agreements herein contained, the parties agree as follows:

**LESSEE'S  
ACCEPTANCE  
OF LEASE**

(1) The lessee accepts this letting and agrees to pay to the order of the lessor the monthly rentals above stated for the full term of this lease, in advance, at the times and in the manner aforesaid.

**USE OF  
PREMISES**

(2a) The lessee shall use the premises during the term of this lease for the conduct of the following business:  
storage and repairs of Zoo property and installations

..... and for no other purpose whatsoever without lessor's written consent.

(2b) The lessee will not make any unlawful, improper or offensive use of the premises; the lessee will not suffer any strip or waste thereof; the lessee will not permit any objectionable noise or odor to escape or to be emitted from the premises or do anything or permit anything to be done upon or about the premises in any way tending to create a nuisance; the lessee will not sell or permit to be sold any product, substance or service upon or about the premises, excepting such as lessee may be licensed by law to sell and as may be herein expressly permitted.

(2c) The lessee will not allow the premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; the lessee will not install any power machinery on the premises except under the supervision and with written consent of the lessor; the lessee will not store gasoline or other highly combustible materials on the premises at any time; the lessee will not use the premises in such a way or for such a purpose that the fire insurance rate on the improvements on the premises is thereby increased or that would prevent the lessor from taking advantage of any rulings of any agency of the state in which the premises are situated, or which would allow the lessor to obtain reduced premium rates for long term fire insurance policies.

(2d) The lessee shall comply at lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the premises. These include, without limitation, all laws, regulations and ordinances pertaining to air and water quality, Hazardous Materials as herein defined, waste disposal, air emissions, and other environmental matters. As used herein, Hazardous Material means any hazardous or toxic substance, material, or waste, including but not limited to those substances, materials, and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as hazardous substances and amendments thereto, petroleum products, or such other substances, materials, and waste that are or become regulated under any applicable local, state, or federal law.

(2e) The lessee shall regularly occupy and use the premises for the conduct of lessee's business, and shall not abandon or vacate the premises for more than ten days without written approval of lessor.

(2f) Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the premises by lessee, its agents, employees, contractors, or invitees without the prior written consent of lessor, which consent will not be unreasonably withheld so long as lessee demonstrates to lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to lessee's business and will be used, kept, and stored in a manner that will comply at all times with all laws regulating any such Hazardous Material so brought upon or used or kept on or about the premises.

**UTILITIES**

(3) The lessee shall pay for all heat, light, water, power, and other services or utilities used in the premises during the term of this lease. Lessor shall pay normal water and sewer.

**REPAIRS AND  
IMPROVEMENTS**

(4a) The lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this lease, except only those hereinafter specifically provided for; the lessee hereby agrees to maintain and keep the premises, including all interior and exterior walls and doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank, in good order and repair during the entire term of this lease, at lessee's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of the premises with glass of as good or better quality as that now in use; it is further agreed that the lessee will make no alterations, additions or improvements to or upon the premises without the written consent of the lessor first being obtained.

(4b) The lessor agrees to make all necessary structural repairs to the building, including exterior walls, foundation, roof, gutters and downspouts, and the abutting sidewalks. The lessor reserves and at any and all times shall have the right to alter, repair or improve the building of which the premises are a part, or to add thereto, and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the premises and lessor and lessor's representatives, contractors and workers for that purpose may enter in or about the premises with such materials as lessor may deem necessary therefor, and lessee waives any claim to damages, including loss of business resulting therefrom.

**LESSOR'S  
RIGHT OF  
ENTRY**

(5) It shall be lawful for the lessor, the lessor's agents and representatives, at any reasonable time to enter into or upon the premises for the purpose of examining into the condition thereof, or for any other lawful purpose.

**RIGHT OF  
ASSIGNMENT**

(6) The lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, sublet, or permit any other person or persons whomsoever to occupy the premises without the written consent of the lessor being first obtained in writing; this lease is personal to lessee; lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the lessee, or in any other manner, except as above mentioned.

**LIENS**

(7) The lessee will not permit any lien of any kind, type or description to be placed or imposed upon the improvements in which the premises are situated, or any part thereof, or the land on which they stand.

**ICE, SNOW,  
DEBRIS**

(8) If the premises are located at street level, then at all times lessee shall keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstruction; and if the lessee occupies the entire building, the lessee will not permit rubbish, debris, ice or snow to accumulate on the roof of the building so as to stop up or obstruct gutters or downspouts or cause damage to the roof, and will save harmless and protect the lessor against any injury whether to lessor or to lessor's property or to any other person or property caused by lessee's failure in that regard.

**OVERLOADING  
OF FLOORS**

(9) The lessee will not overload the floors of the premises in such a way as to cause any undue or serious stress or strain upon the building in which the premises are located, or any part thereof, and the lessor shall have the right, at any time, to call upon any competent engineer or architect whom the lessor may choose, to decide whether or not the floors of the premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on the building, or any part thereof, and the decision of the engineer or architect shall be final and binding upon the lessee; and in the event that it is the opinion of the engineer or architect that the stress or strain is such as to endanger or injure the building, or any part thereof, then and in that event the lessee agrees immediately to relieve the stress or strain, either by reinforcing the building or by lightening the load which causes such stress or strain, in a manner satisfactory to the lessor.

**ADVERTISING  
SIGNS**

(10) The lessee will not use the outside walls of the premises, or allow signs or devices of any kind to be attached thereto or suspended therefrom, for advertising or displaying the name or business of the lessee or for any purpose whatsoever without the written consent of the lessor; however, the lessee may make use of the windows of the premises to display lessee's name and business when the workmanship of such signs shall be of good quality and permanent nature; provided further that the lessee may not suspend or place within said windows or paint thereon any banners, signs, sign-boards or other devices in violation of the intent and meaning of this section.

**LIABILITY INSURANCE**

(11) At all times during the term hereof, the lessee will, at the lessee's own expense, keep in effect and deliver to the lessor and the lessee against all liability for damage to persons or property in, upon, or about the premises. The amount of such insurance shall be not less than \$ one million for injury to one person, not less than \$ one million for injuries to all persons arising out of any single incident, and not less than \$ one million for damage to property, or a combined single limit of not less than \$ ..... It shall be the responsibility of lessor to purchase casualty insurance with extended coverage so as to insure any structure on the premises against damage caused by fire or the effects of fire (smoke, heat, means of extinguishment, etc.), or any other means of loss. It shall be the responsibility of the lessee to insure all of the lessee's belongings upon the premises, of whatsoever nature, against the same. With respect to these policies, lessee shall cause the lessor to be named as an additional insured party. Lessee agrees to and shall indemnify and hold lessor harmless against any and all claims and demands arising from the negligence of the lessee, lessee's officers, agents, invitees and/or employees, as well as those arising from lessee's failure to comply with any covenant of this lease on lessee's part to be performed, and shall at lessee's own expense defend the lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against lessor in any such suit or action.

**FIXTURES**

(12) All partitions, plumbing, electrical wiring, additions to or improvements upon the premises, whether installed by the lessor or lessee, shall be and become a part of the building in which the premises are located as soon as installed and the property of the lessor unless otherwise herein provided.

**LIGHT AND AIR**

(13) This lease does not grant any rights of access to light and air over the premises or any adjacent property.

**DAMAGE BY CASUALTY, FIRE AND DUTY TO REPAIR**

(14) In the event of the destruction of the improvements in which the premises are located by fire or other casualty, either party hereto may terminate this lease as of the date of fire or casualty, provided, however, that in the event of damage to the improvements by fire or other casualty to the extent of 50 per cent or more of the sound value thereof, the lessor may or may not elect to repair the same; written notice of lessor's election shall be given lessee within fifteen days after the occurrence of the damage; if notice is not so given, lessor conclusively shall be deemed to have elected not to repair; in the event lessor elects not to repair, then and in that event this lease shall terminate with the date of the damage; but if the improvements in which the premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and lessor elects to repair, as aforesaid, then the lessor shall repair the same with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the lessee, all or any part thereof in order to make the necessary repairs, and the lessee hereby agrees to vacate upon request, all or any part thereof which the lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference with the occupancy of the premises by the lessee shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by lessee, then there shall be no abatement of rent and the lessor shall repair the damage with all convenient speed.

**WAIVER OF SUBROGATION RIGHTS**

(15) Neither the lessor nor the lessee shall be liable to the other for loss arising out of damage to or destruction of the premises, or the building or improvement of which the premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the lessee that the rentals reserved by this lease have been fixed in contemplation that both parties shall fully provide their own insurance protection at their own expense, and that both parties shall look to their respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the lessor nor the lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

**EMINENT DOMAIN**

(16) In case of the condemnation or purchase of all or any substantial part of the premises by any public or private corporation with the power of condemnation this lease may be terminated, effective on the date possession is taken, by either party hereto on written notice to the other and in that case the lessee shall not be liable for any rent after the termination date. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.

**FOR SALE AND FOR RENT SIGNS**

(17) During the period of 60 days prior to the date above fixed for the termination of this lease, the lessor herein may post on the premises or in the windows thereof signs of moderate size notifying the public that the premises are "for sale" or "for lease."

**DELIVERING UP PREMISES ON TERMINATION**

(18) At the expiration of the lease term or upon any sooner termination thereof, the lessee will quit and deliver up the premises and all future erections or additions to or upon the same, broom-clean, to the lessor or those having lessor's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by the lessor.

**ADDITIONAL COVENANTS OR EXCEPTIONS**

- (19) 1. Lessee shall name 09 Properties on their liability insurance as an additional insured party and provide certificate of insurance to 09 Properties.
- 2. No smoking will be allowed in the building.
- 3. Garbage, and disposal thereof, is the lessee's responsibility.
- 4. Lessee shall have the option to extend the lease for one year.

**LESSEE'S  
ACCEPTANCE  
OF LEASE**

(1) The lessee accepts this letting and agrees to pay to the order of the lessor the monthly rentals above stated for the full term of this lease, in advance, at the times and in the manner aforesaid.

**USE OF  
PREMISES**

(2a) The lessee shall use the premises during the term of this lease for the conduct of the following business:  
storage and repairs of Zoo property and installations

and for no other purpose whatsoever without lessor's written consent.

(2b) The lessee will not make any unlawful, improper or offensive use of the premises; the lessee will not suffer any strip or waste thereof; the lessee will not permit any objectionable noise or odor to escape or to be emitted from the premises or do anything or permit anything to be done upon or about the premises in any way tending to create a nuisance; the lessee will not sell or permit to be sold any product, substance or service upon or about the premises, excepting such as lessee may be licensed by law to sell and as may be herein expressly permitted.

(2c) The lessee will not allow the premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; the lessee will not install any power machinery on the premises except under the supervision and with written consent of the lessor; the lessee will not store gasoline or other highly combustible materials on the premises at any time; the lessee will not use the premises in such a way or for such a purpose that the fire insurance rate on the improvements on the premises is thereby increased or that would prevent the lessor from taking advantage of any rulings of any agency of the state in which the premises are situated, or which would allow the lessor to obtain reduced premium rates for long term fire insurance policies.

(2d) The lessee shall comply at lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the premises. These include, without limitation, all laws, regulations and ordinances pertaining to air and water quality, Hazardous Materials as herein defined, waste disposal, air emissions, and other environmental matters. As used herein, Hazardous Material means any hazardous or toxic substance, material, or waste, including but not limited to those substances, materials, and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as hazardous substances and amendments thereto, petroleum products, or such other substances, materials, and waste that are or become regulated under any applicable local, state, or federal law.

(2e) The lessee shall regularly occupy and use the premises for the conduct of lessee's business, and shall not abandon or vacate the premises for more than ten days without written approval of lessor.

(2f) Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the premises by lessee, its agents, employees, contractors, or invitees without the prior written consent of lessor, which consent will not be unreasonably withheld so long as lessee demonstrates to lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to lessee's business and will be used, kept, and stored in a manner that will comply at all times with all laws regulating any such Hazardous Material so brought upon or used or kept on or about the premises.

**UTILITIES**

term of this lease.

(3) The lessee shall pay for all heat, light, water, power, and other services or utilities used in the premises during the term of this lease. Lessor shall pay normal water and sewer.

**REPAIRS AND  
IMPROVEMENTS**

(4a) The lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this lease, except only those hereinafter specifically provided for; the lessee hereby agrees to maintain and keep the premises, including all interior and exterior walls and doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank, in good order and repair during the entire term of this lease, at lessee's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of the premises with glass of as good or better quality as that now in use; it is further agreed that the lessee will make no alterations, additions or improvements to or upon the premises without the written consent of the lessor first being obtained.

(4b) The lessor agrees to make all necessary structural repairs to the building, including exterior walls, foundation, roof, gutters and downspouts, and the abutting sidewalks. The lessor reserves and at any and all times shall have the right to alter, repair or improve the building of which the premises are a part, or to add thereto, and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the premises and lessor and lessor's representatives, contractors and workers for that purpose may enter in or about the premises with such materials as lessor may deem necessary therefor, and lessee waives any claim to damages, including loss of business resulting therefrom.

**LESSOR'S  
RIGHT OF  
ENTRY**

(5) It shall be lawful for the lessor, the lessor's agents and representatives, at any reasonable time to enter into or upon the premises for the purpose of examining into the condition thereof, or for any other lawful purpose.

**RIGHT OF  
ASSIGNMENT**

(6) The lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, sublet, or permit any other person or persons whomsoever to occupy the premises without the written consent of the lessor being first obtained in writing; this lease is personal to lessee; lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation of law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the lessee, or in any other manner, except as above mentioned.

**LIENS**

(7) The lessee will not permit any lien of any kind, type or description to be placed or imposed upon the improvements in which the premises are situated, or any part thereof, or the land on which they stand.

**ICE, SNOW,  
DEBRIS**

(8) If the premises are located at street level, then at all times lessee shall keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstruction; and if the lessee occupies the entire building, the lessee will not permit rubbish, debris, ice or snow to accumulate on the roof of the building so as to stop up or obstruct gutters or downspouts or cause damage to the roof, and will save harmless and protect the lessor against any injury whether to lessor or to lessor's property or to any other person or property caused by lessee's failure in that regard.

**OVERLOADING  
OF FLOORS**

(9) The lessee will not overload the floors of the premises in such a way as to cause any undue or serious stress or strain upon the building in which the premises are located, or any part thereof, and the lessor shall have the right, at any time, to call upon any competent engineer or architect whom the lessor may choose, to decide whether or not the floors of the premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on the building, or any part thereof, and the decision of the engineer or architect shall be final and binding upon the lessee; and in the event that it is the opinion of the engineer or architect that the stress or strain is such as to endanger or injure the building, or any part thereof, then and in that event the lessee agrees immediately to relieve the stress or strain, either by reinforcing the building or by lightening the load which causes such stress or strain, in a manner satisfactory to the lessor.

**ADVERTISING  
SIGNS**

(10) The lessee will not use the outside walls of the premises, or allow signs or devices of any kind to be attached thereto or suspended therefrom, for advertising or displaying the name or business of the lessee or for any purpose whatsoever without the written consent of the lessor; however, the lessee may make use of the windows of the premises to display lessee's name and business when the workmanship of such signs shall be of good quality and permanent nature; provided further that the lessee may not suspend or place within said windows or paint thereon any banners, signs, sign-boards or other devices in violation of the intent and meaning of this section.

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 94-1957 FOR THE PURPOSE OF AUTHORIZING THE EXECUTION OF A LEASE FOR WORK AND STORAGE SPACE FOR ZOOLIGHTS, ZOOBOO, AND ZOOBLOOM VOLUNTEER ACTIVITIES

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Date: May 11, 1994

Presented by: Jane Hartline

### FACTUAL BACKGROUND

The Metro Washington Park Zoo has consistently organized two (2) major events (ZooBoo and ZooLights) annually and this year plans to initiate a new ZooBloom festival to attract visitors and boost ticket sales at times when Zoo attendance is normally down.

Two of these events, ZooLights (in the last six years) and ZooBoo (in the past three years) have brought in over 380,000 visitors and \$1,776,000 in gross revenues.

These events would have been impossible without the support of the Zoo's dedicated volunteers. They have devoted thousands of hours, sometimes working under very adverse conditions, to make these events successful. However, to continue to recruit and receive such support, the Metro Washington Park Zoo has an urgent need for decent workshop and storage space for these volunteer and their creations.

In the past, the Zoo was forced to heavily rely upon a contractor's shop space to build the ZooBoo sets, and pursue painting and assembly outdoors even in inclement weather. Such dependence upon a single contractor create innate problems with the competitive bidding of the projects and numerous hardships for the volunteer program.

No on-site storage was available thereby necessitating the constant transfer of volunteer creations to an old, 1200 square foot exhibit at the Zoo (Night Country), and outdoor storage under plastic and on wooden pallets at a multitude of additional locations on Zoo grounds.

The Zoo has previously depended upon volunteers to assume up to fifty percent of the ZooBoo production. But, ZooLights sets have been built and installed almost totally by volunteers. The latter production pieces previously were committed to 900 sq. ft. of public storage at \$0.50 / ft. or \$450 per month (after previous storage at bingo parlor on Murray Road proved totally inadequate in size and to accommodate light construction).

### ANALYSIS

In order to support these events at the previous levels and avoid the continuing exodus of volunteer support, minimize contractor involvement and maximize revenues. To that end, acquisition of combined storage and workshop space is proposed for the ZooBoo, ZooLights and ZooBloom events.

### Consolidated workshop and storage facilities would:

- Allow consolidation of over \$75,000 in inventory and tool supplies in a 3,000 sq. ft. area;
- Provide a full year (instead of 2-3 month) calendar and 3,000 sq. ft. for the simultaneous layout, construction and refurbishing of all event sets;
- Appeal to volunteer involvement, if in close proximity to the Zoo, in a low crime area, offering a secure parking arrangement and the traditional amenities of heat, good ventilation and restrooms.
- Allow adequate storage space to accommodate purchase versus rental of lighting equipment for the three (3) events and the summer concert series.

The Zoo's Event Technical Coordinator has surveyed the local area for such space at a reasonable cost, and concluded that a facility at 2516 N.W. 29th will meet those specific needs. The facility has:

- 5500 sq. ft. of open warehouse space, 400 sq. ft. of enclosed tool and small part storage space, and 400 sq. ft. of secured costume and prop storage;
- An existing restroom with utility sink;
- Access via an overhead garage door (which will allow van deliveries);
- Adequate space for loading and unloading sets;
- High ceilings that will allow the protective hanging of large light sculptures;
- Over 100 amps of power for the required welding equipment and woodworking power tools;
- An eight (8) minute commute from the Zoo;
- A well lighted, fenced parking area within an industrial complex;

### BUDGET IMPACT

In view of the above; the \$0.24 per sq. ft. or \$1500 monthly, one year lease negotiated; and the Event Technical Coordinator's contention that this is the minimum space, lowest cost and limited term lease available, the Metro Washington Park Zoo hereby recommends and the Director of Regional Facilities concurs in a request for the one-year lease of this warehouse / shop space with an option to extend, as per the attached agreement, and continued until the development of a more long-term space on Zoo grounds can be planned, funded and developed.

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer hereby recommends approval of Resolution No. 94-1957

REGIONAL FACILITIES COMMITTEE REPORT

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RESOLUTION NO. 94-1957, AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A ONE-YEAR LEASE FOR THE WAREHOUSE AT 2516 NW 29TH, PORTLAND, OR.

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Date: June 16, 1994

Presented by: Councilor Washington

**COMMITTEE RECOMMENDATION:** At its June 15, 1994 meeting the Regional Facilities Committee voted 4-0 to recommend Council adoption of Resolution No. 94-1957. Voting were Councilors Washington, Gates, McFarland, and Moore. Councilor Hansen was absent.

**COMMITTEE DISCUSSION/ISSUES:** Event Coordinator Russell Guinn presented the staff report. He said that Council had approved a lease for this warehouse space in February 1993, and the space has proved satisfactory. This resolution is required to extend the lease for another year.

There was no committee discussion.