



# METROPOLITAN SERVICE DISTRICT

1220 S.W. MORRISON, ROOM 300, PORTLAND, OREGON 97205

(503) 222-3671

## MSD BOARD OF DIRECTORS

PORTLAND WATER BUREAU  
1800 SW 6TH AVE.  
AUDITORIUM

JUNE 24, 1977  
2:00 P.M.

## A G E N D A

77-854

MINUTES

77-855

PUBLIC COMMUNICATIONS

### ADMINISTRATION

77-856

CASH DISBURSEMENTS

77-857

ORDINANCE NO. 53 - EMERGENCY

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE METROPOLITAN SERVICE DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 1977, MAKING APPROPRIATIONS FROM THE FUNDS OF THE DISTRICT IN ACCORDANCE WITH SAID ANNUAL BUDGET; LEVYING OF AD VALOREM TAXES; AND DECLARING AN EMERGENCY

77-858

OFFICE MACHINE MAINTENANCE CONTRACT AWARD

### SOLID WASTE DIVISION

(NO BUSINESS)

### ZOO DIVISION

77-859

CONTRACT 76-032 - ZOOLOGICAL SOCIETY  
(HELD OVER FROM JUNE 10, 1977)

77-860

LADYBUG THEATER RENOVATION EXPENDI-  
TURE & BID AWARD

(HELD OVER FROM JUNE 10, 1977)

77-861

SECURITY GUARD BID AWARD

(HELD OVER FROM JUNE 10, 1977)

77-862

COOPERS & LYBRAND AUDIT REPORT ON  
FOOD CONCESSIONS CONTROL

OTHER BUSINESS

MSD BOARD OF DIRECTORS

PORTLAND WATER BUREAU  
1800 SW 6TH AVE.  
AUDITORIUM

JUNE 24, 1977  
2:00 P.M.

A C T I O N      A G E N D A

<u>PAGE</u>	<u>ACTION RECORD NUMBER</u>	
1	77-854	MINUTES Action - <u>Approve</u> the minutes of June 10, 1977
10	77-855	PUBLIC COMMUNICATIONS Action - <u>Receive</u> comments from the public on matters not listed on the meeting agenda
11	77-856	CASH DISBURSEMENTS Action - <u>Approve</u> staff recommendation
12	77-857	ORDINANCE NO. 53 - EMERGENCY AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE METROPOLITAN SERVICE DISTRICT FOR THE FISCAL YEAR BEGIN- NING JULY 1, 1977, MAKING APPROPRIA- TIONS FROM THE FUNDS OF THE DISTRICT IN ACCORDANCE WITH SAID ANNUAL BUDGET;

PAGE

ACTION RECORD  
NUMBER

LEVYING OF AD VALOREM TAXES; AND  
DECLARING AN EMERGENCY

Action - Conduct public hearing and  
adopt Ordinance No. 53 by  
unanimous vote

13            77-858

OFFICE MACHINE MAINTENANCE CONTRACT  
AWARD

Action - Approve staff recommendation

18            77-859

CONTRACT 76-032 - ZOOLOGICAL SOCIETY

Action - Approve staff recommendation  
if appropriate

27            77-860

LADYBUG THEATER RENOVATION EXPENDI-  
TURE & BID AWARD

Action - Approve staff recommendation  
if appropriate

46            77-861

SECURITY GUARD BID AWARD

Action - Approve staff recommendation  
for award of contract

53            77-862

COOPERS & LYBRAND AUDIT REPORT ON  
FOOD CONCESSIONS CONTROL

Action - Approve staff recommendation

## OTHER BUSINESS

57            77-863

CONTRACT 77-086 - BILL HARRISON -  
MANDRILL POSTER

77-854 MINUTES

THE FOLLOWING PAGES CONTAIN THE MINUTES OF THE JUNE 10, 1977,  
BOARD MEETING.

THE STAFF RECOMMENDS APPROVAL OF THE BOARD MINUTES.

77-855 PUBLIC COMMUNICATIONS

THIS AGENDA ITEM ALLOWS THE BOARD TO RECEIVE COMMENTS FROM THE PUBLIC ON MATTERS NOT LISTED ON THE MEETING AGENDA.

# 77-856 CASH DISBURSEMENTS

CHECKS TO BE ISSUED JUNE 24, 1977:

CHECKS No. 3516 THROUGH 3633

## ITEMS OF INTEREST:

OREGON LABORERS TRUST (HEALTH & WELFARE)	\$5,337.37
BANKERS LIFE (RETIREMENT)	7,385.50
HARLEQUINE ENTERPRISE (GIFT SHOP)	1,800.00
BLEEG MOTORS (SOLID WASTE CAR)	3,850.00
BLAKE MOFFITT & TOWNE	1,333.05
BUREAU OF WATER	4,502.89
COOPERS & LYBRAND (ZOO AUDIT)	1,200.00
HARDY BUTTLER McEWEN WEISS (MAY SERVICES)	7,717.13
M & M MARS (FOOD CONCESSIONS)	3,020.62
MORRIS SCALE	8,450.00
PORTLAND GENERAL ELECTRIC (MAY SERVICES)	1,952.43
PACIFIC FRUIT (CONCESSION & ANIMAL VENDING)	1,386.80
PACIFIC NW BELL (MAY SERVICES)	1,402.45
PACKER SCOTT (CUSTODIAL PAPER SUPPLIES)	4,049.32

ALL EXPENDITURES ARE WITHIN THE APPROVE FY 76-77 BUDGET DOCUMENT.

THE BOARD RECOMMENDS APPROVAL FOR PAYMENT OF CHECKS No. 3516 THROUGH 3633 IN THE TOTAL AMOUNT OF \$75,577.47.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION  
NO. 77-856 DUE 6-24-77

BARTELS  
GORDON  
MCREADY  
ROBNETT  
SALQUIST  
SCHUMACHER  
MILLER, CHAIRMAN

YES	NO	ABST.

\$75,577.47

*John M. [Signature]*  
Clerk of the Board

77-857 ORDINANCE NO. 53 - EMERGENCY

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE METROPOLITAN SERVICE DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 1977; MAKING APPROPRIATIONS FROM THE FUNDS OF THE DISTRICT IN ACCORDANCE WITH SAID ANNUAL BUDGET; LEVYING OF AD VALOREM TAXES; AND DECLARING AN EMERGENCY.

ON JUNE 9, 1977, THE MULTNOMAH COUNTY TAX SUPERVISION AND CONSERVATION COMMISSION (TSCC) CONDUCTED A PUBLIC HEARING ON THE MSD FY 77-78 BUDGET. AT THIS HEARING THE MSD STAFF PRESENTED THE APPROVED BUDGET AND WERE AVAILABLE TO ANSWER ANY QUESTIONS FROM THE TSCC OR THE PUBLIC. NO COMMENTS HAVE BEEN RECEIVED FROM THE PUBLIC AND AT THE TIME OF WRITING THIS STAFF REPORT, MSD HAS NOT RECEIVED ANY WRITTEN COMMENTS, OBJECTIONS NOR RECOMMENDATIONS FROM TSCC. HOWEVER, MR. GIL GUTJAHR, DIRECTOR OF THE TSCC, HAS VERBALLY RECOMMENDED THAT THE REVENUES FROM THE TAX LEVY IN THE ZOO FUND BE INCREASED BY \$65,000 TO REFLECT MORE ACCURATELY THE TAXES TO BE COLLECTED THIS COMING FISCAL YEAR AND THOSE TAXES THAT WILL BE COLLECTED FROM PRIOR YEAR ASSESSMENTS. THE ADDITIONAL \$65,000 HAS BEEN PLACED INTO THE ZOO FUND CONTINGENCY LINE ITEM FOR DISTRIBUTION AT A LATER DATE.

EXCEPT FOR THE ADDITIONAL \$65,000 THE BUDGET REMAINS THE SAME AS THAT APPROVED BY THE MSD BOARD ON APRIL 22, 1977. AS INDICATED ABOVE, TSCC HAS NOT YET SUBMITTED WRITTEN COMMENTS. IT SHOULD BE NOTED THAT THE MSD CAN ADOPT THE BUDGET PRIOR TO FORMAL NOTIFICATION BY THE TSCC. IF THE TSCC CERTIFICATION IS SUBJECT TO CONDITIONS, THOSE CONDITIONS CAN BE ADDRESSED BY THE BOARD AT THE FIRST MEETING IN JULY (JULY 8, 1977).

THE STAFF RECOMMENDS CONDUCTING A PUBLIC HEARING AND ADOPTING ORDINANCE No. 53 BY UNANIMOUS VOTE.

YES  
GORDON  
MCCREADY  
ROBNETT  
SALQUIST  
SCHUMACHER  
MILLER, CHAIRMAN


Clerk of the Board

METROPOLITAN SERVICE DISTRICT

O R D I N A N C E      N O. 53

An ordinance adopting the annual budget of the Metropolitan Service District for the fiscal year beginning July 1, 1977, making appropriations from the funds of the District in accordance with said annual budget; levying of ad valorem taxes; and declaring an emergency so that the budget may be adopted for the fiscal year beginning July 1, 1977, and so that the fiscal obligations of the District may be met.

ORDINANCE NO. 53

THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

SECTION 1. The Board of Directors of the Metropolitan Service District (MSD) finds that the Multnomah County Tax Supervising and Conservation Commission held its public hearing June 9, 1977, on the annual budget of the MSD for the fiscal year beginning July 1, 1977, and ending June 30, 1978.

SECTION 2. The FY 1977-78 Budget of the Metropolitan Service District as presented at the hearing of the Multnomah County Tax Supervising and Conservation Commission on June 9, 1977, is hereby adopted.

SECTION 3. The Board of Directors of the Metropolitan Service District does hereby levy ad valorem taxes for the Zoo Fund as provided in the budget adopted by Section 2 of this ordinance in the amount of two million dollars (\$2,000,000), said levy being a five-year serial levy outside the 6% constitutional limit approved by district voters on May 25, 1976, and that these taxes be, and hereby are, levied and assessed on those taxable properties within the taxing district.

SECTION 4. To authorize expenditures in accordance with the annual budget adopted by Section 2 of this ordinance, amounts are hereby appropriated for the fiscal year beginning July 1, 1977, from the funds and for the purposes listed in the Schedule of Appropriations, Exhibit A, attached hereto and by reference made a part of this ordinance.

SECTION 5. The Manager shall make the following filings as provided by ORS 294.555 and ORS 310.060:

1. Multnomah County Assessor.

.1 An original and one copy of the Notice of Levy, marked Exhibit B, attached hereto and made a part of this ordinance.

.2 Two copies of the budget document adopted by Section 2 of this ordinance.

.3 A copy of the Notice of Publication provided for by ORS 294.421.

2. Clackamas and Washington County Assessor and Clerk.

.1 A copy of the Notice of Levy, marked Exhibit B.

.2 A copy of the budget document adopted by Section 2 of this ordinance.

SECTION 6. The immediate adoption of this ordinance being necessary in order that the attached budget will be in effect by the beginning of the fiscal year of July 1, 1977, an emergency is declared to exist, and this ordinance takes effect upon passage.

Date: June 24, 1977

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Raymond L. Miller, Chairman

METROPOLITAN SERVICE DISTRICT

BUDGET FY 1977 - 1978  
SCHEDULE OF APPROPRIATIONS

E X H I B I T      A

General Fund

Administrative Division		
Personal Services	\$68,577	
Materials & Services	69,200	
Capital Outlay	<u>3,205</u>	
Total Administrative Division		\$140,982
Contingency		<u>11,470</u>
Total General Fund		\$152,452

Solid Waste Fund

Solid Waste Division		
Personal Services	\$161,653	
Materials & Services	150,870	
Capital Outlay	<u>16,635</u>	
Total Solid Waste Division		\$329,158
Contingency		77,562
Transfer to General Fund		45,776
Transfer to Solid Waste Debt Service Fund		<u>358,214</u>
Total Solid Waste Fund		\$810,710

Solid Waste Debt Service Fund

*Debt Loan Repayment* *486,014*  
Total Solid Waste Debt Service Fund 486,014 \$486,014

Solid Waste Capital Improvement Fund

Capital Outlay	\$4,250,000
Transfer to Solid Waste Debt Service Fund	<u>127,800</u>
Total Solid Waste Capital Improvement Fund	\$4,377,800

Zoo Fund

Zoo Division

Administrative Dept.

Personal Services	\$139,743
Materials & Services	249,946
Capital Outlay	<u>2,175</u>

Total Administrative Dept. 391,864

Visitor Services Dept.

Personal Services	197,694
Materials & Services	163,295
Capital Outlay	<u>9,595</u>

Total Visitor Services Dept. 370,584

Education & Research Dept.

Personal Services	174,312
Materials & Services	40,464
Capital Outlay	<u>13,811</u>

Total Education & Research 228,587

Construction & Maintenance

Personal Services	257,961
Materials & Services	73,828
Capital Outlay	<u>30,891</u>

Total Construction & Maint. 362,680

Animal & Grounds Dept.	
Personal Services	\$483,570
Materials & Services	187,300
Capital Outlay	<u>7,540</u>
Total Animal & Grounds Dept.	678,410
Education/Research Grants	
Personal Services	43,920
Materials & Services	4,044
Capital Outlay	<u>-0-</u>
Total Education/Research Grants Dept.	47,964
General Capital Improvements	
Capital Outlay	<u>1,468,700</u>
Total General Capital Improvements Dept.	1,468,700
 Total Zoo Division	 \$3,548,789
 Contingency	 194,535
 Transfer to General Fund	 149,376
 Unappropriated Balance	 <u>30,000</u>
 Total Zoo Fund	 \$3,922,700
 <u>City/Zoo Capital Improvement Fund</u>	
Contingency	<u>\$186,226</u>
 Total City/Zoo Capital Improvement Fund	 <u>\$186,226</u>
 TOTAL ALL FUNDS	 <u>\$9,935,902</u>

## SPECIAL LEVIES

Date Tax Approved By Voters	Annual Levy Rate (Approved Before July 21, 1953)	Maximum Levy Rate Per \$1,000 TCV (Approved After Sept. 13, 1967 Prior to Jan. 1, 1972)	First Year In Which Tax Levied	Final Year In Which Tax To Be Levied	Continuing Tax Authorized to Be Levied Each Year	Total Tax Authorized To Be Levied	Tax Levied This Year
May 25, 1976			1976	1981	\$2,000,000	\$10,000,000	\$2,000,000
			TAX BASE ANALYSIS				
Levy within 6% limitation 7-1-19			\$				
Levy within 6% limitation 7-1-19			\$				
Levy within 6% limitation 7-1-19			\$				
Ensuing Year, 10% of highest levy above			\$				
Tax base voted _____, 19__ in amount of			\$				
Annexation Increase							
True Cash Value of annexed area _____, 19__			\$				
Rate per \$1,000 assessed value annexing area, year of annexation			\$				

**Notice of Property Tax Levy**

E X H I B I T

B

(Both sides must be completed)

☐ The County Assessor, or other assessing officer, Clack., Mult., Wash. County☐ Department of Revenue, State of Oregon☐ The County Clerk, or other recording officer \_\_\_\_\_ CountyOn June 24, 19 77, the Board of Directors

(Governing Body)

of Metropolitan Service District Clack., Mult., Wash., County, Oregon, levied a tax as follows:  
(Municipal Corporation)**Part I: To Be Completed By All Municipal Corporations Authorized To Levy Taxes**1. The amount levied within the tax base as provided by Article XI, Section 11, Oregon Constitution is \$ -0-Tax Base Determination  
(Check One)

- ☐ Not more than largest levy of any of the last three levies within the tax base, plus 6%.
- ☐ Not more than tax base approved by voters on \_\_\_\_\_, 19\_\_\_\_.

2. Special levies outside the constitutional limitation approved by a majority of the voters voting in elections held as scheduled on the reverse of this Notice of Tax Levy is \$ 2,000,0003. The amount levied for the payment of bonded indebtedness principal, interest and other charges thereon is \$ -0-4. The amount of money to be raised by taxation (total of Items 1, 2, and 3) is \$ 2,000,000**Part II: Also To Be Completed By Those Districts Which Are Subject To Statutory Limitations On Tax Levies**

A. The amount of Items 1 and 2 levied within the limitation of ORS \_\_\_\_\_ is \$\_\_\_\_\_.

B. The amount of Items 1 and 2 levied outside the limitation of Item A, but within the limitation of ORS \_\_\_\_\_ and approved by a majority of the voters voting in elections held as scheduled on the reverse of this form is \$\_\_\_\_\_.

\*Two copies of the complete budget document, as adopted by the governing body, on \_\_\_\_\_, 19\_\_\_\_, for the fiscal year 19\_\_\_\_ - 19\_\_\_\_, beginning July 1, 19\_\_\_\_, are attached to this notice.

By: \_\_\_\_\_

(Signature of Authorized Official)

Title: ChairmanJune 24, 1977

Date: \_\_\_\_\_, 19\_\_\_\_.

77-858 OFFICE MACHINE MAINTENANCE CONTRACT AWARD

IN ACCORDANCE WITH THE OREGON PUBLIC CONTRACTING LAW, MSD SOLICITED AND RECEIVED FOUR PROPOSALS FOR THE ANNUAL MAINTENANCE OF ITS OFFICE EQUIPMENT ON THE BASIS OF COST PER MACHINE TYPE. THE FOUR RESPONDENTS TOGETHER WITH THEIR BID ON SELECT-RIC TYPEWRITERS ARE:

IBM	\$65 PER MACHINE WITH NO NON-IBM SERVICE
CTR	\$46.50 PER MACHINE
IMPERIAL OFFICE MACHINE	\$46.33 PER MACHINE
GEHRI'S SERVICE Co.	\$37.50 PER MACHINE

GEHRI HAS THE CURRENT CONTRACT AND SINCE THEY PERFORMED SATISFACTORILY THIS YEAR AND PRESENTED THE LOW BIDS FOR ALL MACHINE TYPES THE STAFF RECOMMENDS AWARDING GEHRI'S SERVICE COMPANY THE CONTRACT FOR OFFICE EQUIPMENT MAINTENANCE FOR THE FY 77-78 BY APPROVAL OF ATTACHED CONTRACT 77-081.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION  
NO. 77-858 DATE 6-24-77  
YES NO ABST.

BARTELS  
GORDON  
McCREADY  
ROBNETT  
SALQUIST  
SCHUMACHER  
MILLER, CHAIRMAN

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*[Signature]*  
Clerk of the Board

AGREEMENT FOR OFFICE EQUIPMENT MAINTENANCE

This Agreement is between the Metropolitan Service District of Portland, Oregon, an Oregon municipal corporation (MSD) and Robert L. Gehri dba Gehri's Service Co., (Gehri) and is dated July 1, 1977.

RECITALS

1. In accordance with the Oregon Public Contracting Law, MSD solicited and received four proposals from the maintenance of its office equipment.
2. The lowest and best proposal was submitted by Gehri.

AGREEMENT

3. During the term of this Agreement, Gehri will furnish maintenance, service and install parts for the equipment described in Appendix B, which is attached hereto and made a part of this Agreement as if fully set forth herein.
4. This Agreement shall be effective upon execution by each of the parties and shall terminate on June 30, 1978, unless sooner terminated in accordance with Paragraph 10.
5. MSD will pay Gehri the sum of \$659.00 for the services rendered under this Agreement and as per the attached schedule listed as Appendix B. The charge will be paid in advance of services rendered.
6. Gehri will replace, without charge, parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustment, except for typewriter platens, other rubber typewriter parts, motors and any accessories such as cords, pads, covers or ribbons. Also excluded are modifications to the equipment.

7. Gehri will provide a minimum of two inspections yearly, at least five and not more than 7 months apart. Emergency service calls will be made during regular business at no extra charge.

8. This Agreement will not apply to repairs made necessary by accident, misuse, neglect, theft, vandalism, electrical power failure, fire, water or other casualty or to repairs made necessary by service performed by personnel other than those of Gehri.

9. The equipment should be in good mechanical condition on the date of commencement of this Agreement.

10. This Agreement may be cancelled by either party as of the first date of the month following 15 days written notice. In the event of cancellation, charges will be prorated, and Gehri will refund the unearned portion of any amount prepaid.

11. Gehri is performing this Agreement as an independent contractor. Gehri assumes full responsibility for the safety of the work and for all liability for bodily injury or physical damage to person or property related to Gehri's performance of this Agreement. Gehri shall indemnify and save MSD harmless from all claims, demands, actions and expenses related to Gehri's performance.

12. Gehri agrees that the Attorney General of the State of Oregon or officials of MSD or any duly authorized representatives thereof, until the expiration of three years after the termination of this Agreement, shall have access to and the right to examine any pertinent books, documents, papers and records of Gehri involving transactions related to this Agreement.

13. The parties agree that the attached Appendix A (General Conditions for Public Contracts) is incorporated herein by reference as if fully set forth and the parties will comply with said conditions in all respects.

Date: \_\_\_\_\_

METROPOLITAN SERVICE DISTRICT

\_\_\_\_\_

Date: \_\_\_\_\_

GEHRI'S SERVICE COMPANY

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Dean P. Gisvold

# A T T A C H M E N T      B

## IBM Selectrics

26-3168-601	Merilyn Mink
26-3134-058	Judy Henry
26-3344-888	Nancy Gilliam
26-3134-059	Anne Brown
26-2385-707	Jean Woodman
26-2552-509	Connie Eliason
26-	Receptionist (Administrative Office)

## IBM Electric

1242083	First Aid Room (Zoo)
1297526	Graphics
1113559	Membership
6097168	Jill
1256934	Education

Remington 3443711	Anne Schmidt
Olympia 27-196135	Research Office

## Calculators

Underwood-Olivetti	Zoo Front Office
Remington 150-835528	Membership
Remington 150-835550	Wes Peterson
Remington 150-83 292	Cash Room
Canon Canola L163 200186	- Canteen

## 77-859 CONTRACT 76-032 - ZOOLOGICAL SOCIETY

DURING THE DISCUSSIONS ON THIS SUBJECT AT THE BOARD'S LAST MEETING ON JUNE 10 THREE AREAS WERE QUESTIONED AND THEY ARE AS FOLLOWS:

### PART I

1. PLAYBOX PLAYERS AND THEIR (AS WELL AS OTHERS) USE OF ZOO FACILITIES.

### PART II

2. ZOO SOCIETY'S REQUEST FOR THE RETURN OF SOME OF THE FUNDS THAT WERE TURNED OVER LAST JULY.
3. ZOO SOCIETY MEMBERS RECEIVING FREE ADMISSION.

### PART I

TO ASSIST THE BOARD IN ANALYZING THE PLAYBOX PLAYER'S SITUATION, THE FOLLOWING DETAILS THE HISTORY OF THEIR RELATIONSHIP TO THE ZOO.

### PLAYBOX PLAYERS HISTORY

THIS CHILDREN'S THEATER GROUP HAS DEVELOPED UNDER THE LEADERSHIP OF KAY LEE AND BEGAN ON THE CAMPUS OF REED COLLEGE IN 1952 WHERE, UNDER THE NAME PLAYMAKERS, SUMMER CLASSES WERE GIVEN IN DRAMA AND DANCE.

IN 1959 THE PLAYBOX PLAYERS WAS FORMED AND PERFORMANCES FOR CHILDREN WERE GIVEN AS A SHOPPER'S SERVICE AT THE LLOYD CENTER; SUBSEQUENTLY, THE GROUP TOURED THROUGHOUT THE METROPOLITAN AREA.

ABOUT THIS SAME TIME THE CITY OF PORTLAND BUILT THEIR NEW ZOO IN THE WEST HILLS AND THE PORTLAND ZOOLOGICAL SOCIETY RAISED FUNDS FOR THE CONSTRUCTION OF A CHILDREN'S ZOO WHICH THEY THEN OPERATED AT A SEPARATE ADMISSION PRICE FROM THE MAIN ZOO. INCLUDED IN THIS FACILITY WAS THE LADYBUG THEATER THAT WAS ORIGINALLY INTENDED FOR ANIMAL SHOWS (SEA LIONS, ETC.) BUT WHICH WAS NOT BEING USED PRIOR TO 1965.

IN THE SUMMER OF THAT YEAR THE ZOO SOCIETY HIRED KAY LEE AND THE PLAYBOX PLAYERS TO PROVIDE THIRTEEN WEEKS OF PERFORMANCES IN THE LADYBUG THEATER AS A SPECIAL ATTRACTION FOR VISITORS TO THE CHILDREN'S ZOO. THE FOLLOWING YEAR THE ZOO SOCIETY ASKED THE PLAYBOX PLAYERS TO BECOME THE LADYBUG THEATER'S PERMANENT COMPANY WITH THE STIPULATION THAT NO RENT WOULD BE CHARGED AND THAT THEY COULD RAISE THEIR OWN FUNDS BY CHARGING ADMISSIONS TO EACH PERFORMANCE. SINCE THE FACILITY WAS NOT EQUIPPED AS A THEATER THE PLAYBOX PLAYERS GRADUALLY EXPENDED THEIR OWN FUNDS AND LABOR TO PROVIDE A STAGE, SOUND SYSTEM, LIGHTING, ETC., (ALL OF WHICH WAS SUBSEQUENTLY LOST IN A FIRE).

IN 1966 THE ZOO SOCIETY ASKED KAY LEE TO START A "ZOO PRE-SCHOOL" TWO MORNING CLASSES A WEEK FROM 9:15 - 11:45 A.M. ARE GIVEN FOR YOUNG CHILDREN IN WHICH THEY LEARN DANCE, HAND PUPPET MAKING, ETC., AND ABOUT ANIMALS. THIS PROGRAM PARTIALLY AROSE BECAUSE OF THE SUCCESS OF OMSI'S PRE-SCHOOL AND OUT OF THE ZOO SOCIETY'S WISH TO PROVIDE ZOO CLASSES FOR YOUNGER CHILDREN. THESE CLASSES CURRENTLY INVOLVE NINE WEEK PERIODS FOR WHICH THE PLAYBOX PLAYERS RECEIVE A TUITION FEE OF \$60 (\$54 FOR ZOO SOCIETY MEMBERS - ALMOST ALL PARENTS WITH CHILDREN IN THE PRE-SCHOOL THEREFORE JOIN THE SOCIETY TO RECEIVE THE 10% DISCOUNT). ACCORDING TO KAY LEE THESE CLASSES NOW OPERATE AT A BREAK EVEN OR LOSS RATE AND THEY HAD SERIOUSLY CONSIDERED DISCONTINUING THEM THIS FALL BUT WERE PREVAILED UPON TO CONTINUE THEM BY SEVERAL PARENTS.

IN 1972, AFTER THE ZOO SOCIETY HAD TAKEN OVER THE MANAGEMENT OF THE ENTIRE ZOO, KAY LEE WAS ASKED TO TAKE OVER THE "BIRTHDAY PARTY" PROGRAMS IN WHICH THE PLAYBOX PLAYERS PROVIDED FOR THE PARTICIPANTS A TABLE FAVOR, CAKE, ICE CREAM, SOFT DRINKS, A PUPPET SHOW AND A TRAIN OR BOAT RIDE. THE ZOO SOCIETY RECEIVED EITHER 15% OF THE GROSS OR ITS MEMBERS RECEIVED A 15% DISCOUNT ON THE PRICE OF \$40 FOR TEN CHILDREN AND FIVE ADULTS (AND \$3 FOR EACH ADDITIONAL CHILD). THIS INCOME AMOUNTED TO \$698 IN CALENDAR YEAR 1974; \$225 IN THE FIRST SIX MONTHS OF 1975 AND \$516 IN FISCAL YEAR 1976.

THE PLAYBOX PLAYERS ARE CURRENTLY PROVIDING FALL, WINTER AND SPRING FULL-LENGTH (ONE HOUR) CHILDREN'S PLAYS IN THE ZOO'S EDUCATION BUILDING WITH THE SATURDAY PROGRAM COSTING \$1.50 FOR ADULTS AND \$1.00 FOR CHILDREN. THE SUNDAY PLAYS ARE 89¢ FOR EVERYONE AND DURING THE THREE SUMMER MONTHS PUPPET SHOWS ARE PERFORMED DAILY AND, IF THE CROWDS ARE AVAILABLE, HOURLY WITH A FIFTEEN MINUTE SHOW COSTING 35¢.

THE PLAYBOX PLAYERS ALSO CONTINUE TO PROVIDE TOURING SERVICES TO SCHOOLS, HOSPITALS AND COMMUNITY CENTERS. IN 1973 UNDER A NON-PROFIT INCORPORATION THEY RECEIVED A GRANT FROM THE OREGON ARTS COMMISSION TO TOUR PUBLIC SCHOOLS WITH A MUSICAL AND DURING 1976 THEY PROVIDED SCHOOLS WITH A SPECIAL BICENTENNIAL REVUE.

SINCE THE FIRE IN THE LADYBUG THEATER AND THE CONSIDERABLE CURTAILMENT OF THEIR PROGRAMS THE PLAYBOX PLAYERS, ACCORDING TO KAY LEE, HAVE ACTUALLY LOST MONEY IN 1974, 1975 AND 1976 EVEN THOUGH THEY ARE NOT CHARTERED AS A NON-PROFIT ORGANIZATION.

THE ZOO CURRENTLY PROVIDES RENT-FREE SPACE, SOME CHAIRS AND TABLES, AN INTERCOM PHONE AND UTILITIES. THE PLAYBOX PLAYERS HAVE THEIR OWN OUTSIDE TELEPHONE, LIABILITY INSURANCE, CLERICAL EQUIPMENT AND SUPPLIES, SOME CHAIRS AND TABLES, RUGS, COSTUMES, PUPPETS, ETC. THEY ALSO DO THEIR OWN JANITORIAL WORK; HAVE PAINTED THEIR CURRENT SPACES AND IN THE LADYBUG THEATER HAD DONE A CONSIDERABLE AMOUNT OF RENOVATIONS AND ADDITIONS.

TO ASSIST BOTH THE STAFF AND BOARD OF MSD IN ANALYZING THIS ARRANGEMENT BETWEEN THE ZOO AND THE PLAYBOX PLAYERS THE BOARD COULD APPOINT A COMMITTEE TO STUDY THE SITUATION AND EVALUATE THE FOLLOWING:

- 1) THE APPROPRIATENESS OF THE ZOO BEING THE SITE FOR A CHILDREN'S THEATER (WITH SPECIFIC RECOMMENDATIONS ON PERFORMANCES, PRE-SCHOOL CLASSES, BIRTHDAY PARTY SERVICES).
- 2) THE ADVISABILITY OF (AND ALTERNATIVES TO) CONTINUING A SPECIFIC ARRANGEMENT WITH THE PLAYBOX PLAYERS.
- 3) THE FINANCIAL PROVISIONS THAT SHOULD BE INSTITUTED BETWEEN THE MSD AND SUCH THEATRICAL GROUPS.

- 4) THE ARRANGEMENT THAT SHOULD BE IN EFFECT FOR OTHER ORGANIZATIONS USING ZOO FACILITIES SUCH AS THE BOY SCOUT EXPLORERS, THE JUNIOR LEAGUE AND SUCH CIVIC GROUPS AS THE ORCHID SOCIETY FOR MEETINGS IN THE ZOO'S EDUCATION BUILDING.

SUCH A STUDY SHOULD RESULT IN RECOMMENDATIONS TO THE MSD BOARD AND COULD BE FIRST REVIEWED BY THE ZOO ADVISORY COMMITTEE. THE RECOMMENDATIONS COULD BE ADOPTED BY THE BOARD AND IMPLEMENTED WITH AGREEMENTS, POLICY STATEMENTS OR ORDINANCES AS APPROPRIATE. THE STUDY COULD BE COMPLETED WITHIN SIXTY DAYS AND BROUGHT TO THE BOARD AT THEIR SECOND MEETING IN SEPTEMBER. MEMBERS OF THE STUDY COMMITTEE COULD INCLUDE A REPRESENTATIVE OF THE MSD BOARD OR ONE OF THEIR STAFF MEMBERS AND KNOWLEDGEABLE REPRESENTATIVES OF THE LOCAL EDUCATIONAL AND THEATRICAL COMMUNITIES. THE ZOO DIVISION DIRECTOR COULD SERVE IN AN EX-OFFICIO CAPACITY AND COORDINATE THE MEETING SCHEDULE AND REPORT WRITING.

THE STAFF RECOMMENDS THAT THE BOARD APPOINT SUCH A COMMITTEE TO CONDUCT THE STUDY AND REPORT THROUGH THE ZOO ADVISORY COMMITTEE TO THE BOARD AT THEIR SECOND MEETING IN SEPTEMBER.

*Referred to Zoo Advisory Committee*

## PART II

AS TO THE QUESTION OF THE ZOOLOGICAL SOCIETY'S AGREEMENT WITH THE MSD, ATTACHED IS AN AMENDMENT OF THE AGREEMENT WHICH WAS DISCUSSED TWO WEEKS AGO.

SINCE JULY 1, 1976, ALL SOCIETY DUES AND CONTRIBUTIONS HAVE GONE DIRECTLY TO THE SOCIETY SO THOSE FUNDS HAVE NOT BEEN CO-MINGLED WITH THE PUBLIC MONIES OF THE MSD. HOWEVER, WHEN THE SOCIETY TURNED OVER ALL ITS ASSETS ON THAT DAY IT INCLUDED DUES AND CONTRIBUTIONS FOR YEAR-LONG MEMBERSHIPS, SOME OF WHICH (THOSE RECEIVED IN JUNE 1976) HAD ELEVEN MONTHS WORTH OF SERVICING REMAINING TO BE PAID. BECAUSE OF THE TRANSFER OF ALL FUNDS SOME OF THESE DUES WERE UNAVOIDABLY CO-MINGLED WITH PUBLIC FUNDS.

THE SOCIETY IS AWARE OF THE BOARD'S CONCERN AND THEY PLAN TO HAVE AN AUDITOR ASSIST THEM IN ASSESSING THEIR RATIONALE FOR RECEIVING A LUMP SUM SETTLEMENT.

TO ASSIST THE BOARD ON THE QUESTION OF ALLOWING PRIVATE ZOOLOGICAL SOCIETY MEMBERS FREE ADMISSION TO A TAX SUPPORTED PUBLIC FACILITY A SURVEY OF SEVERAL OTHER PUBLICLY FUNDED ZOOS HAS BEEN MADE AND IS AS FOLLOWS:

- 1) LOS ANGELES ZOO - FUNDED AND OPERATED BY THE CITY OF LOS ANGELES. GREATER LOS ANGELES ZOO ASSOCIATION HELPS SUPPORT THE ZOO THROUGH CONSIDERABLE FUND-RAISING EFFORTS AND BY CONDUCTING AN ACTIVE VOLUNTEER DOCENT SCHOOL TOUR PROGRAM.

MEMBERS (4,800) RECEIVE FREE ADMISSION, QUARTERLY NEWS-LETTER, AND MEMBER'S NIGHT AND PAY \$10 FOR A STUDENT MEMBERSHIP, \$18 FOR AN INDIVIDUAL AND \$30 FOR A FAMILY.

- 2) DENVER ZOO - FUNDED AND OPERATED BY THE CITY AND COUNTY OF DENVER. THE DENVER ZOOLOGICAL FOUNDATION THROUGH ITS SELF-PERPETUATING THIRTY-SIX MEMBER BOARD PLAYS A STRONG ADVISORY AND FUND-RAISING ROLE WITH THE ZOO, AND ITS MEMBERS (1,500) RECEIVE TWENTY FREE ADMISSIONS A YEAR ALONG WITH A QUARTERLY PUBLICATION FOR A MINIMUM DONATION OF \$15.

- 3) WOODLAND PARK ZOO (SEATTLE) - FUNDED AND OPERATED BY THE CITY OF SEATTLE. ADMISSION FEE HAS JUST BEEN INSTITUTED (JUNE 14, 1977) ON A SIX-MONTH (APRIL THROUGH SEPTEMBER) BASIS AND THE CITY WILL BE MAKING AVAILABLE ANNUAL PASSES AT \$10 FOR FAMILIES AND \$5 FOR INDIVIDUALS. THERE IS A ZOOLOGICAL SOCIETY BUT THEIR MEMBERS WILL NOT BE RECEIVING FREE ADMISSION UNLESS THEY SEPARATELY PURCHASE AN ANNUAL PASS. THE WOODLAND PARK ZOO PLANS TO CALL THESE ANNUAL PASS PURCHASERS FRIENDS OF THE ZOO AND WILL ALSO SEND THEM A BI-MONTHLY NEWSLETTER.

THE PORTLAND ZOOLOGICAL SOCIETY IS CURRENTLY RE-EVALUATING HOW IT CAN BEST SERVE AND ASSIST THE ZOO AND GENERALLY SPEAKING WISHES TO ENJOY A CLOSE RELATIONSHIP AS OUTLINED IN THE DRAFT AGREEMENT. THEY WISH TO PAY THE MSD FOR ANY STAFF TIME AND MATERIALS THAT ACCRUE TO THEIR MEMBERS AND WILL DO SO FROM DUES REVENUE. IN EXCHANGE FOR FREE ADMISSIONS TO THEIR MEMBERSHIP THE SOCIETY HOPES TO UTILIZE AND CHANNEL THESE INDIVIDUALS AND FAMILIES AND CORPORATIONS IN FUND-RAISING EFFORTS ON BEHALF OF THE ZOO (FOR NEW ANIMALS, EXHIBITS, ETC.); IN VOLUNTEER EFFORTS SUPPORTING THE ZOO'S EDUCATIONAL PROGRAMS AND IN OUT-REACH PROGRAMS BEYOND THE MSD BOUNDARIES. A BROADENED AND ENLARGED MEMBERSHIP CAN ADD GREATLY TO THE ZOO'S FINANCIAL SUPPORT AND HAVING A MORE INVOLVED GROUP OF CITIZENS THAT VISIT THE ZOO OFTEN AND LEARN ABOUT IT IN SOCIETY SPONSORED LECTURES AND NEWSLETTERS WILL BENEFIT THE ZOO INDIRECTLY.

THE STAFF RECOMMENDS THAT THE BOARD AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED AGREEMENT WITH THE SOCIETY, AND THAT THE BOARD ENCOURAGE THE ZOO SOCIETY TO DO EVERYTHING POSSIBLE TO BROADEN ITS MEMBERSHIP BY MAKING ITSELF MUCH MORE AVAILABLE TO THE PUBLIC AS A "FRIENDS OF THE ZOO" TYPE OF ORGANIZATION.

*Referred to Zoo Advisory  
Committee*

AGREEMENT

This Agreement is between the Metropolitan Service District of Portland, Oregon, a municipal corporation (MSD) and the Portland Zoological Society (Society).

RECITALS

The Society feels that the time following the May election of 1976 until now has been one of much change and no little confusion, and the purpose of this Agreement is to have an accounting as to where the Society and MSD are now and to set forth in general terms their rights, duties, obligations, and monetary relation for the next year. The MSD is new and is new in the operation of a zoo. It needs the experience, dedication and enthusiasm which the members of the Society have for the zoo. But the Board of Directors of MSD must ever be answerable to its taxpayers.

AGREEMENT

The MSD will perform the following set forth services:

- 1) Maintain an up-to-date mailing list of all Society members.
- 2) Mail to each new member a membership card, and other material.
- 3) Mail to each renewing member a membership card and other material.
- 4) Mail forms, letters and remove names of former members who did not renew.
- 5) Print and mail newsletters to Society members.

MSD will do this work at its cost. That is to say, MSD will charge the Society direct costs (Appendix A).

MSD will not charge indirect costs (see Appendix A).

MSD will also perform from time to time, such other services at costs as MSD and the Society may agree in writing.

MSD will submit a detailed bill to the Society by the 10th of each month and the Society shall reimburse payment for the services no later than the end of the month.

The Society shall assist the MSD and the Zoo to the full extent envisioned in the attached By-laws. The Society will also expand the size of its membership and broaden its base throughout the Metropolitan Service District and through its special interest, experience and expertise will assist the Zoo and support its programs.

To accomplish these goals and in recognition of the Society having turned over all of its assets (\$244,000) in July, 1976, the Society has asked an independent auditor to help determine what funds if any should be returned to them by MSD and such amount if any to be agreed upon by both parties.

Date: \_\_\_\_\_

METROPOLITAN SERVICE DISTRICT

\_\_\_\_\_

Date: \_\_\_\_\_

ZOOLOGICAL SOCIETY

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Dean P. Gisvold, Attorney

## A P P E N D I X      A

### 1. DIRECT COSTS

- . Wates and salaries
- . Benefits
- . Taxes
- . Postage
- . Printing
- . Duplicating
- . Telephone
- . Transportation
- . Supplies
- . Office machine maintenance

### 2. INDIRECT COSTS

- . Rent
- . Light
- . Heat
- . Free Zoo admission

CONNIE McCREADY  
COMMISSIONER



DEPARTMENT OF  
PUBLIC WORKS

CITY OF PORTLAND  
OREGON

June 24, 1977

MEMO

TO: MSD Board

FROM: Commissioner Connie McCready *CM*

SUBJECT: MSD/Zoo Society agreement

I do not support formalizing the MSD/Zoo Society relationship on the basis of the agreement presently before us for the following reasons:

1. This agreement has not been submitted to or approved by the Society Board.
2. I would prefer to see a strong and independent Society working in close relation with the Zoo and MSD. The proposed agreement continues the ill defined and therefore, unsatisfactory relationship with the society.
3. I would prefer to see MSD's relationship to the Society modeled more along the line of the City/Symphony Society relationship. The Symphony Society maintains its own records, office, etc. The City can and does contract with the Symphony Society for specific events or projects. I think this would be a more appropriate type of relationship for the Zoo Society.

I propose that the MSD board not accept the prepared agreement and direct that those services now being performed for the Society by Zoo employees be terminated and turned over to the Society. The Zoo Staff may continue to produce a newsletter that includes items of interest to or written by Society members.

CM:jb

CONNIE McCREADY  
COMMISSIONER



DEPARTMENT OF  
PUBLIC WORKS

CITY OF PORTLAND  
OREGON

June 24, 1977

MEMO

TO: MSD Board

FROM: Commissioner Connie McCready *CM*

SUBJECT: MSD/Zoo Society agreement

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I propose that the MSD board not accept the prepared agreement and direct that those services now being performed for the Society by Zoo employees be terminated and turned over to the Society. The Zoo Staff may continue to produce a newsletter that includes items of interest to or written by Society members.

CM:jb

## 77-860 LADYBUG THEATER RENOVATION EXPENDITURE & BID AWARD

SEVERAL YEARS AGO A FIRE DESTROYED A GREAT DEAL OF THE INTERIOR OF THE ZOO'S LADYBUG THEATER AND IN ADDITION TO PREVIOUSLY PAID INSURANCE MONIES THE ZOO CAN OBTAIN ANOTHER \$3,700 IF THE BUILDING IS RESTORED TO ITS ORIGINAL STATE BY OR SHORTLY AFTER JULY 1, 1977. BY SO RENOVATING THE LADYBUG THEATER THE ZOO WILL:

- 1) PRESERVE AN IMPORTANT LANDMARK AT THE ZOO AND IN THE COMMUNITY.
- 2) HAVE AVAILABLE TO ITS EDUCATIONAL DEPARTMENT A 200 SEAT AUDITORIUM FACILITY IN WHICH VISITING SCHOOL GROUPS CAN DEPEND ON SCHEDULING A "RAINY DAY ZOO PROGRAM" AND IN WHICH ANIMAL DEMONSTRATIONS AND FILMS CAN BE PROVIDED.
- 3) CONTINUE THE CURRENT PROGRAM OF UP-GRADING AND EXPANDING THE CHILDREN'S ZOO BOTH AS A RECREATIONAL AND EDUCATIONAL PART OF THE ZOO.

TO ACCOMPLISH THESE RENOVATIONS AND TO MEET THE CURRENT FIRE CODE AS WELL AS INSURANCE REPAYMENT REQUIREMENTS, BIDS HAVE BEEN RECEIVED AND FOR THE LOWEST THE ATTACHED CONTRACTS HAVE BEEN PREPARED. THEY ARE AS FOLLOWS:

1) CONTRACT 77-082 - AUTOMATIC FIRE PROTECTION SYSTEMS (SPRINKLER SYSTEM)	\$2,610.00
2) CONTRACT 77-083 - MEHLIG ELECTRIC COMPANY (ELECTRICAL SYSTEM)	6,924.05
3) CONTRACT 77-084 - COBB CRUSHED ROCK (FIRE TRUCK ACCESS ROAD)	810.00
4) CONTRACT 77-085 - TOUCH OF COLOR (PAINTING)	555.00
*TOTAL	<u>\$10,899.05</u>

\* THERE MAY BE A LATER REQUIREMENT FOR A CONTRACT TO COVER THE INSTALLATION OF SEATS.

THE ZOO STAFF RECOMMENDS THAT THE BOARD APPROVE THE CONCEPT OF RENOVATING THE LADYBUG THEATER FOR USE AS AN EDUCATIONAL AUDITORIUM AND AUTHORIZE THE CHAIRMAN TO EXECUTE THE ATTACHED CONTRACTS AFTER LEGAL COUNSEL REVIEW.

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 77-860 DATE 6-24-77

	YES	NO	ABST.
BARTELS			
GORDON			
McCREADY			
ROBNETT			
SALQUIST			
SCHUMACHER			
MILLER, CHAIRMAN			

[Signature]  
Clerk of the Board

## AGREEMENT

This Agreement is made this 10 day of June,  
1977 between the Metropolitan Service District, a municipal  
corporation (MSD), 1220 S.W. Morrison, Portland, Oregon 97205,  
Automatic Fire Protection Systems, 5034 N. Albina Portland, Oregon 97217  
283-0174, Mr. Dan Thomas (Contractor).

This Agreement is exclusively for personal services.  
(Do not use if buying supplies or materials).

Contractor will perform the services described in the  
Scope of Work attached as Appendix B in accordance with accepted  
standards of quality.

Contractor will deliver to MSD the material(s) described  
in the Scope of Work attached as Appendix B.

The services will be performed by or under the personal  
supervision of Lee Marshall.

If a public bidding process is part of the Scope of Work,  
Contractor will conduct the bidding process in accordance with  
Oregon law.

This Agreement will begin when it has been signed by both  
parties and will be completed no later than 30 June 1977.

The term of this Agreement is from 10 June to 30 June 1977.

Contractor will devote at least N/A man hours in the performance of the services required by this Agreement.

MSD will pay Contractor N/A per N/A upon submission and approval of periodic statements itemizing the work performed.

MSD will pay Contractor the sum of \$2610.00 payable within 30 days of full and satisfactory performance.

The maximum fee payable under this Agreement is \$2610.00.

MSD will pay Contractor for actual out-of-pocket expenses so long as these costs do not exceed \$ N/A per month. Any costs in excess of \$ N/A per month must be approved in writing by the division director.

Contractor is an independent contractor and assumes full responsibility for the content of its work and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Agreement, and shall indemnify and save MSD harmless from all claims, demands, actions, and expense on account thereof.

This Agreement may be terminated by MSD upon giving the Contractor 5 days written notice. Work performed by Contractor up to the termination date shall be paid for by MSD. Termination by MSD will not waive any claims or remedies it may have against Contractor.

Appendix A (General Conditions for Public Contracts)

is incorporated herein by reference as if fully set forth and Contractor will comply with all appropriate provisions.

Date: \_\_\_\_\_

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Automatic Fire Protection Systems  
Contractor

APPENDIX B  
SCOPE OF WORK

Contractor to provide the following sprinkler system for the  
Ladybug Theatre:

1. Coverage for seating and stage area, approximately 26 sprinkler heads.
2. One sprinkler head to protect each exit way.
3. One sprinkler head to protect basement access.
4. Complete basement sprinkler coverage, approximately 4 heads.
5. Dry pendant sprinklers to cover over-hang exterior, approximately 5 heads.
6. Sprinkler specialty to include pumper connection check valves, gate valves and water flow switch.
7. All alarm system material to be new and UL approved.
8. Fire protection to meet with approval of city fire marshall, Mr. Don Litchford.
9. Owner to provide the following:
  - a. Adequate heating throughout entire building, to prevent freezing of sprinkler piping.
  - b. All necessary wiring.
  - c. All necessary painting.
  - d. Cutting of hole in concrete wall and underground trench for fire department connection.
10. All necessary permits to be supplied by contractor.
11. Contractor to provide all necessary liability and workmens compensation insurance.

MATERIALS AND SERVICES  
AGREEMENT

This Agreement is made this 16th day of June,  
1977 between the Metropolitan Service District, a municipal  
corporation (MSD), 1220 SW Morrison, Portland, Oregon 97205,  
and Mehlig Electric Company, 7500 S. W. Laview Drive, Portland, Oregon 97201  
\_\_\_\_\_(Contractor).

This Agreement is for materials and services.

Contractor will supply materials and services as  
described in the Scope of Work attached as Appendix B in accord-  
ance with accepted standards of quality..

MSD is not responsible for payment of any materials  
delivered to the site for the Contractor's use.

If a public bidding process is part of the Scope of Work,  
Contractor will conduct the bidding process in accordance with  
Oregon Law.

This Agreement will begin when it has been signed by  
both parties and will be completed no later than 18 July 1977.

The term of this Agreement is from 16 July 1977 to  
18 July 1977.

Contractor will devote at least     N/A     man hours in the performance of the services required by this Agreement (optional).

MSD will pay Contractor upon completion and inspection of the work performed.

MSD will pay Contractor the fixed price of \$6,924.05 payable within 30 days of full and satisfactory performance.

Contractor is an independent contractor and assumes full responsibility for the content of its work and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Agreement, and shall indemnify and save MSD harmless from all claims, demands, actions, and expense on account thereof.

This Agreement may be terminated by MSD upon giving the Contractor seven (7) days written notice. Work performed by Contractor up to the termination date shall be paid for by MSD. Termination by MSD will not waive any claims or remedies it may have against Contractor.

Appendix A (General Conditions for Public Contracts)  
is incorporated herein by reference as if fully set forth and  
Contractor will comply with all appropriate provisions.

Date: \_\_\_\_\_ METROPOLITAN SERVICE DISTRICT

\_\_\_\_\_

Date: \_\_\_\_\_

Harold C. Mehlig  
(Contractor)

APPENDIX B

Work to be done:

Scope of Work

Lee Marshall shall dictate and supervise the making of a complete set of working drawings showing all electrical outlets, lights, plug recpts, motors, heat controls, switches, sprinkler service, main panel, all breakers and finish materials. Also, special items such as fire alarms, exit lights and emergency lights.

All wire shall be #12 copper except in the case of individual special circuits which may require #14 copper wire.

Exit lights: (5 each) are to be standard, two lamp variety Teledyne big beam or equivalent, with emergency feature.

Emergency lighting system: Teledyne big beam S6L or equal placed to light each exit in compliance with existing code.

Main public seating lighting: Will be of such intensity that approximately 20 foot candles of light will strike 100% of the floor (the use of 4 light soft fluorescent units will be at first considered, with locations and height from floor to be based on measured light output.) A sample fixture will be used to find the proper placement and number of units.

Contractor to provide temporary light panel.

Present panel is to be replaced with similar unit; 24 ckt, 100 amp capacity, either Murry or Cutler hammer mfg., 4 wire, 3 phase, solid neutral, surface mount.

Replace all existing wiring from main panel light transformer, is okay for reuse. All conduits can be reused. All basement circuits can be reused.

Heating system: Main public auditorium heat shall consist of 3 each-10 kw, 3 phase, 480 ceiling heaters (forced air.) Stage arena heat shall have 1 each- 5kw, 3 phase, 480v ceiling mount forced air heater.

Basement shall have 1 each 3kw 480v ceiling mount forced air heater. All 5 heating units to be provided by contractor. All units to have locked thermostat controls.

Sprinkler system: Conduit and wire to be installed for exterior roof mounted sprinkler alarm system. Sprinkler system installer to verify on sight.

A 110v basement conduit and wire to be installed for compressor for dry pendant sprinkler system (exterior heads), verify on sight.

Night lights (exterior): The west light is workable, the east light is shorted. Both lights to be connected to service and a 24 hr timer to control same.

Stage performance lights: Shall be 10 individual 110v, 150w flood type fixtures with dimmer control on two circuits.

Back stage lights: Shall be wall mounted STONCO #VW-2K, or equal, one unit by entrance door and one unit over stairs, 3-way switch at entrance door, top and bottom of stairs.

Basement lights: (Of existing circuitry) switch inside door.

Overhead work light for stage: Shall be one each 4 light 8' fluorescent, individually switched from main auditorium. Switch at rear center of stage wall mounted.

Stage receptical plugs: Shall be 3 units wall mounted, 110v single circuit one unit, single circuit remaining 2 units, equally spaced along stage wall.

Stage welding outlet: Shall be 3 phase, 480v, 50 amp plug mounted rear wall stage center, 48" off existing floor being Crouse-Hinds Company catalog #AR-342 only.

Public entrance double door: Shall have 2 circuits, 4 receptical outlets, 110v wall mounted, 2 recepticals either side of door, with ground fault protection.

Outside light: Fixture at entrance shall be weatherproof.

All above specifications to conform to existing city code. All labels and circuit identification to be typed and installed inside panel cover. Necessary permits to be processed by contractor.

All necessary insurance, both state industrial and liability, shall be responsibility of contractor.

MATERIALS AND SERVICES  
AGREEMENT

This Agreement is made this 23 day of June,  
19     between the Metropolitan Service District, a municipal  
corporation (MSD), 1220 SW Morrison, Portland, Oregon 97205,  
and Cobb Crushed Rock, 8275 S. W. Murray Road Beaverton, OR  
97229 Mr. Roy Cobb (Contractor).

This Agreement is for materials and services.

Contractor will supply materials and services as  
described in the Scope of Work attached as Appendix B in accord-  
ance with accepted standards of quality..

MSD is not responsible for payment of any materials  
delivered to the site for the Contractor's use.

If a public bidding process is part of the Scope of Work,  
Contractor will conduct the bidding process in accordance with  
Oregon Law.

This Agreement will begin when it has been signed by  
both parties and will be completed no later than 20 July 77.

The term of this Agreement is from 23 June 77 to  
20 July 77.

Contractor will devote at least N/A man hours in the performance of the services required by this Agreement (optional).

MSD will pay Contractor upon completion and inspection of the work performed.

MSD will pay Contractor the fixed price of \$ 810.00 payable within 30 days of full and satisfactory performance.

Contractor is an independent contractor and assumes full responsibility for the content of its work and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Agreement, and shall indemnify and save MSD harmless from all claims, demands, actions, and expense on account thereof.

This Agreement may be terminated by MSD upon giving the Contractor seven (7) days written notice. Work performed by Contractor up to the termination date shall be paid for by MSD. Termination by MSD will not waive any claims or remedies it may have against Contractor.

Appendix A (General Conditions for Public Contracts)  
is incorporated herein by reference as if fully set forth and  
Contractor will comply with all appropriate provisions.

Date: \_\_\_\_\_ METROPOLITAN SERVICE DISTRICT

\_\_\_\_\_

Date: \_\_\_\_\_

(Contractor)

APPENDIX B

Scope of Work

Ladybug Theater access road required by fire department.

Road to be graded to approximate existing fall.

More excavation of and straightening of retaining bulkhead.

Minimum of 6" of base rock, compacted with minimum of 3" of 3/4  
rock and compacted.

All excavated material to be retained on site at maintenance foreman's  
placement.

Contractor to guarantee stability of road; i.e., all weather capabilities  
for 30,000 fire truck pumper.

Douglas fir along side of road to remain unscathed.

Contact: L.A. Marshall  
Maintenance Foreman

MATERIALS AND SERVICES  
AGREEMENT

This Agreement is made this 23 day of June,  
1977 between the Metropolitan Service District, a municipal  
corporation (MSD), 1220 SW Morrison, Portland, Oregon 97205,  
and Touch of Color, 3333 N. E. 46th Avenue Portland, OR 97213  
Doug Borchers (Contractor).

This Agreement is for materials and services.

Contractor will supply materials and services as  
described in the Scope of Work attached as Appendix B in accord-  
ance with accepted standards of quality..

MSD is not responsible for payment of any materials  
delivered to the site for the Contractor's use.

If a public bidding process is part of the Scope of Work,  
Contractor will conduct the bidding process in accordance with  
Oregon Law.

This Agreement will begin when it has been signed by  
both parties and will be completed no later than August 1, 1977.

The term of this Agreement is from 23 June to  
August 1, 1977.

Contractor will devote at least N/A man hours in the performance of the services required by this Agreement (optional).

MSD will pay Contractor upon completion and inspection of the work performed.

MSD will pay Contractor the fixed price of \$ 555.00 payable within 30 days of full and satisfactory performance.

Contractor is an independent contractor and assumes full responsibility for the content of its work and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Agreement, and shall indemnify and save MSD harmless from all claims, demands, actions, and expense on account thereof.

This Agreement may be terminated by MSD upon giving the Contractor seven (7) days written notice. Work performed by Contractor up to the termination date shall be paid for by MSD. Termination by MSD will not waive any claims or remedies it may have against Contractor.

Appendix A (General Conditions for Public Contracts)  
is incorporated herein by reference as if fully set forth and  
Contractor will comply with all appropriate provisions.

Date: \_\_\_\_\_ METROPOLITAN SERVICE DISTRICT

\_\_\_\_\_

Date: \_\_\_\_\_

(Contractor)

## APPENDIX B

### Scope of Work

Painting of Laydbug Theater interior. All wall and ceiling surfaces to be pressure washed.

All wall and ceiling surfaces to be painted with one coat latex solid base stain.

All sprinkler heads, lights, electrical receptacles and switches to be masked.

Contact: L.A. Marshall  
Maintenance Foreman

77-861 SECURITY GUARD BID AWARD

THE EXISTING CONTRACT FOR SECURITY GUARDS AT THE ZOO IS DUE TO EXPIRE ON JULY 1, 1977. ON JUNE 8, 1977, AFTER PREVIOUSLY RECEIVING AND REJECTING BIDS, THE STAFF REQUESTED BIDS FOR SECURITY GUARD SERVICES AT THE ZOO. THIS REQUEST WAS ALSO STRENGTHENED BY INCLUDING REQUIREMENTS FOR PRE-QUALIFICATION. THE LENGTH OF CONTRACT IS ONE YEAR.

ATTACHED IS A COPY OF THE DRAFT CONTRACT AND BID SPECIFICATIONS.

ON WEDNESDAY JUNE 22, 1977, THE BIDS WILL BE OPENED AND PRE-QUALIFICATION WILL BE PERFORMED. THE RESULTS OF LOW BIDDER AND PREQUALIFICATION WILL BE PRESENTED AT THE BOARD MEETING ON FRIDAY WITH A RECOMMENDATION.

## AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1977, by and between the Metropolitan Service District of Portland, Oregon, an Oregon municipal corporation (MSD) and \_\_\_\_\_

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## RECITALS

1. In accordance with the Oregon Public Contracting Law, MSD solicited and received goods for the furnishing of security guards at the Metropolitan Service District Zoo.

2. The lowest and best proposal was submitted by \_\_\_\_\_

---

## AGREEMENT

3. (contractor) will provide one uniformed security guard to perform the duties specified in Appendix B to this Agreement for each of the following shifts:

Swing: - 3:00 P.M. to 11:00 P.M.

Graveyard - 11:00 P.M. to 7:00 A.M.

seven days per week at the MSD Zoo, 4001 SW Canyon Road, Portland, Oregon 97221.

4. MSD hereby authorizes (contractor) and its officers and employees to enter into and upon the premises of the MSD Zoo to fulfill the security duties which it is undertaking by this Agreement.

5. This Agreement does not constitute (contractor) or its officers, agents or employees, as the employees, agents or legal representatives of MSD for any purpose whatsoever. The relationship of MSD and (contractor) is that of independent contractor.

6. (contractor) agrees to indemnify and hold harmless MSD, its officers, agents and employees, hereinafter referred to as Indemnitees, from and against any and all claims,

demands, actions, causes of action, liabilities or damages, against Indemnitees or any of them arising, in whole or in part, out of or related in any way to operations to be carried out by (contractor) or its officers, agents or employees pursuant to this Agreement.

7. MSD will pay (contractor) a fee of \_\_\_\_\_  
\_\_\_\_\_ per month for the services to be rendered by (contractor) pursuant to this Agreement.

8. The parties agree that attached Appendix A (General Conditions for Public Contracts) and attached Appendix B (Call for Bids dated June 8, 1977) are incorporated herein by reference as if fully set forth and the parties will comply with said General Conditions and Call for Bids in all respects.

9. This Agreement may be terminated prior to its expiration on June 30, 1978 by:

a) Either party upon thirty (30) days written notice to the other party.

b) Either party upon one (1) day written notice of termination to the other party if said other party has breached any of the terms or conditions of this Agreement.

c) MSD upon one (1) day written notice of termination if (contractor) attempts to assign this Agreement or any of its rights, duties, obligations or privileges hereunder without the prior written consent of MSD.

10. Any notice or communication given or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed in the United States mail, postage prepaid, made as certified or registered mail, to the other party at the address stated below or the last address given by the party to be notified as herein specified. The address of MSD is 1220 SW Morrison, Portland, Oregon 97205. The address of (contractor)  
\_\_\_\_\_  
\_\_\_\_\_

11. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto, but \_\_\_\_\_ (contractor) shall not assign all or any part of its rights, duties, obligations or privileges hereunder without the prior written consent of MSD. If the controlling interest in the voting stock of \_\_\_\_\_ (contractor) is sold or otherwise transferred to persons or entities other than those holding or controlling such stock upon the date of the execution of this Agreement, this Agreement shall immediately terminate upon written notice of termination from MSD to \_\_\_\_\_ (contractor).

\_\_\_\_\_ (contractor) shall give written notice to MSD of such a sale or transfer immediately upon the happening thereof.

Date: \_\_\_\_\_

METROPOLITAN SERVICE DISTRICT

\_\_\_\_\_

Date: \_\_\_\_\_

(contractor)

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Dean P. Gisvold, Attorney



# METROPOLITAN SERVICE DISTRICT

1220 S.W. MORRISON, ROOM 300, PORTLAND, OREGON 97205

(503) 222-3671

A T T A C H M E N T                      B

## CALL FOR BIDS

SPECIFICATIONS AND CONDITIONS  
TO PROVIDE  
SECURITY GUARDS AT THE  
METROPOLITAN SERVICE DISTRICT ZOO  
JUNE 8, 1977

### GENERAL

THE METROPOLITAN SERVICE DISTRICT IS SOLICITING SEALED BIDS TO PROVIDE SECURITY GUARDS AT THE MSD WASHINGTON PARK ZOO, 4001 SW CANYON ROAD, PORTLAND, OREGON 97221. SEALED BIDS MUST BE SUBMITTED TO THE METROPOLITAN SERVICE DISTRICT, ROOM 300, 1220 SW MORRISON STREET, PORTLAND, OREGON 97205, ATTENTION CHARLES C. KEMPER, NO LATER THAN 3:00 P.M., P.D.S.T., JUNE 22, 1977, AT WHICH TIME THE SEALED BIDS WILL BE PUBLICLY OPENED. TO INSURE THAT BIDS ARE NOT OPENED PREMATURELY, ALL BIDS SHALL BE CLEARLY MARKED "SEALED BID - SECURITY GUARDS".

RECOMMENDATIONS FOR AWARDING THE CONTRACT WILL BE PRESENTED TO THE METROPOLITAN SERVICE DISTRICT BOARD OF DIRECTORS AT THEIR REGULAR MEETING SCHEDULED FOR FRIDAY, JUNE 24, 1977. THE BOARD IN THEIR SOLE DISCRETION, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

### LENGTH OF CONTRACT

THE LENGTH OF THE SECURITY CONTRACT SHALL BE FROM 12:00 P.M., JUNE 30, 1977, TO 11:00 P.M., JUNE 30, 1978. IN THE EVENT THAT MSD PROVIDES THEIR OWN SECURITY GUARDS, THE AWARDED CONTRACT WILL BE SUBJECT TO TERMINATION UPON 90 DAYS WRITTEN NOTICE BY MSD.

## SHIFTS

THE CONTRACTOR SHALL PROVIDE A MINIMUM OF ONE GUARD FOR EACH OF THE FOLLOWING SHIFTS:

SWING	-	3:00 P.M. to 11:00 P.M.
GRAVEYARD	-	11:00 P.M. to 7:00 A.M.

GUARD SERVICE SHALL BE PROVIDED SEVEN (7) DAYS PER WEEK.

## QUALIFICATIONS OF SECURITY GUARDS

SECURITY GUARDS MUST HAVE A VALID OREGON DRIVERS LICENSE AND QUALIFY AS AN INSURED DRIVER BY MSD'S INSURANCE AGENT.

SECURITY GUARDS MUST HAVE A VALID FIRST AID CARD.

SECURITY GUARDS MUST BE ABLE TO FOLLOW VERBAL AND WRITTEN ORDERS.

KNOWLEDGE OF ANIMALS IS HELPFUL BUT NOT NECESSARY.

SECURITY GUARDS MUST BE 21 YEARS OR OLDER.

THE ZOO DIRECTOR OR HIS DESIGNATED AGENT MAY REJECT ANY SECURITY GUARD ASSIGNED TO THE ZOO. IN SUCH CASES, THE CONTRACTOR SHALL IMMEDIATELY PROVIDE A QUALIFIED REPLACEMENT.

## DUTIES OF SECURITY GUARDS

SECURITY GUARDS WILL WORK UNDER THE DIRECTION OF THE ZOO DIRECTOR OR HIS DESIGNATED AGENT.

SECURITY GUARDS ARE NOT TO BE ARMED BUT THEY MAY CARRY NIGHT STICKS AND MACE.

SECURITY GUARDS ARE REQUIRED TO MAKE DETEX ROUNDS.

SECURITY GUARDS MAY BE REQUIRED TO ACCOMPANY MSD EMPLOYEES TRANSPORTING CASH TO THE BANK.

#### BOND AND LIABILITY INSURANCE

THE CONTRACTOR SHALL PROVIDE A FIDELITY BOND IN THE AMOUNT OF \$50,000 OR EQUIVALENT. CONTRACTOR SHALL ALSO PROVIDE PROOF OF GENERAL LIABILITY COVERAGE (PROPERTY DAMAGE AND BODILY INJURY) IN THE AMOUNT OF \$1,000,000.00 (ONE MILLION).

#### PRE-QUALIFICATION

A PRE-QUALIFICATION BOARD WILL BE INCORPORATED TO LOOK INTO TRAINING PROCEDURE, MANAGEMENT, AND CLIENT REFERENCES OF ALL BIDDING COMPANIES BEFORE BID IS AWARDED.

#### PAYMENT

PAYMENT SHALL BE MADE ON A MONTHLY BASIS. PAYMENT SHALL BE MADE ON THE 15TH OF THE MONTH FOLLOWING THE MONTH OF SERVICE.

# MSD METROPOLITAN SERVICE DISTRICT

1220 S.W. MORRISON, ROOM 300, PORTLAND, OREGON 97205

(503) 222-3671

MEMO: To the Board  
From: Warren Iliff  
Subject: Security Contract Bids

Date: 6/24/77

Due to time limitations, it was possible to complete investigation of only the three lowest bidding contractors. Since the bids were quite close, I have summarized, indicating factors which are pertinent to a decision.

Each of the three contractors received favorable reports during telephone investigation and verification, conducted on June 23, 1977.

Stanley Smith Security Inc. was low-bidder at \$2,043.25, monthly and \$24,519.04, annual. Excellent Bond and Liability assurance verified. References, though many of short-term duration were without qualification as to the excellence of services performed, including efficient handling of some major incidents. Personnel supplied was well-trained, supervised and of high caliber. Agency is responsive to problems which may arise and is quick to rectify. Additionally, many of the locations served were of a similar nature to that of the zoo site and outdoor, night patrols were performed.

Wallace Security Agency Inc. was second low-bidder at \$2,109.86, monthly and \$25,318.40, annual. Liability in excess of \$2,000,000. verified. As of this writing (10:30 A.M., 6/24/77) no verification of Fidelity Bond has been provided, although they are actively seeking to place same. In excess of 130 client references were provided, of which three were interviewed by phone on June 23, 1977. These three were selected because of similarity of site to that of the zoo. One contract had been in effect for six to seven years, providing outside night patrol in several site locations as well as internal security. Service and personnel rated good to excellent, with any problems quickly resolved. The other two reference had used this agency as supplemental service to their own security force.

Falcon Security bid at \$2,190.00 monthly and \$26,280.00 annual.

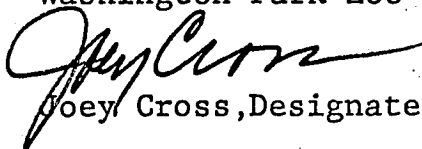
Bond and liability compliances verified, with bond and additional \$500,000. Liability rider to bring up to specifications, to be placed if awarded the contract. References checked were with firms where services had been performed for two or more years. Personnel and performance rated good to excellent.

The staff recommends, on the basis of verified qualifications, that the contract be awarded to the low-bidder, Stanley Smith Security Inc. with the provision that upon award, documented proofs be presented to MSD. Should these proofs not be forthcoming, or any other provision not be met, we recommend that Wallace Security be considered as an alternate, providing that they have secured the required Fidelity Bond. Should both of the former be disqualified for any reason, Falcon Security has met all of the qualifications and should be the third alternative.

A complete list of bidders and investigative information is available.

Respectfully submitted,

Warren Iliff, Executive Director  
Washington Park Zoo

  
Joey Cross, Designate

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 77-861 DATE 6-24-77

	YES	NO	ABST.
BARTELS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GORDON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MCCREADY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBNETT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALQUIST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHUMACHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MILLER, CHAIRMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

  
Clerk of the Board

MSD SECURITY CONTRACT

Contractor	Bid		Pre-Qualif.
	Month	Annual	
Stanley Smith Sec.Inc.	2043.25	24,519.04	Yes
Wallace Security Agcy.	2109.86	25,318.40	Yes
Falcon Security	2190.00	26,280.00	Yes
City of Roses Patrol	2238.66	26,863.92	Yes
Pinkerton's Inc.	2280.00	27,360.00	
Burns International	2281.55	27,378.60	No
Portland Security Inc.	2421.67	29,060.00	No
Lawrence Security Inc.	3298.57	39,582.81	No

## 77-862 COOPERS & LYBRAND AUDIT REPORT ON FOOD CONCESSIONS CONTROL

UNDER SEPARATE COVER IS THE AUDITORS REPORT REQUESTED BY THE BOARD COVERING THE ZOO FOOD CONCESSIONS PROCEDURES CONTROL. THE FOLLOWING STAFF REPORT DISCUSSES EXCEPTIONS AND RECOMMENDATIONS IN THE AUDITORS REPORT AS WELL SOME NEW ITEMS EXPERIENCED IN OUR WORK IN THIS AREA.

THE CONCESSIONS MANAGER HAS ALREADY INSTITUTED SEVERAL CHANGES AS DESCRIBED BELOW AND TOGETHER WITH THE IMPLEMENTATION OF CHANGES NOW BEING SET UP AND OUR RECOMMENDATIONS, ALL THE ITEMS IN THE REPORT ARE ADDRESSED FOR YOUR APPROVAL.

FIRST, THE "WEAKNESSES" OUTLINED ON PAGE 3 OF THE REPORT:

1. THERE ARE NO INEXPERIENCED CASH REGISTER OPERATORS AT THE PRESENT TIME. THE STAFF HAS A RECOMMENDATION FOR FUTURE INEXPERIENCED HELP IN THIS FUNCTION WHICH WOULD HAVE INDOCTRINATION AND PRACTICE BEFORE ASSUMING THE ACTUAL DUTIES. WE MUTUALLY AGREE THAT THIS IS ONE FUNCTION THAT IS NOT SUITED FOR ON-THE-JOB TRAINING.
2. THERE IS COMPLETE CONTROL NOW OVER EXCESS CASH INCLUDING THE USE OF A RECEIPT SYSTEM.
3. THE CASH VAULT IS LOCKED AT ALL TIMES WITH THE ABSENCE OF BOTH THE VAULT SUPERVISOR AND CONCESSIONS MANAGER.
4. NO CHANGE HAS BEEN MADE FOR THIS ITEM AND IT IS FELT THIS OPERATION WAS NOT FULLY UNDERSTOOD. THE REGISTER OPERATOR HAS NOTHING TO DO WITH THE RECONCILIATION OF THE CASH DRAWER AND TAPE AND FOR SOMEBODY ELSE TO PERFORM THIS OPERATION WOULD REQUIRE EXTRA WORK TIME FOR TWO PEOPLE. ANY ALTERATION IN THE TAPE IS VISIBLE AND ALTERATION OF THE CASH DRAWER WOULD AFFECT THE RECONCILIATION BALANCING. THE UNAUTHORIZED ACTIONS THE AUDITORS ARE CONCERNED WITH WOULD USUALLY BE CAUGHT WITH AN INTERNAL AUDIT AND VERY SELDOM BY A SECOND PARTY REMOVING THE TAPE AND CASH DRAWER.

5. THE CONCESSIONS MANAGER SUPERVISES THIS OPERATION, REVIEWS ALL REPORTS, AND SIGNS THESE REPORTS PLUS INITIALING ANY EXCEPTIONS.
6. THE CONCESSIONS MANAGER SUPERVISES AND REVIEWS THE BANK DEPOSIT FUNCTION. THERE IS A NEW ITEM IN THIS FUNCTION THAT YOU SHOULD BE AWARE OF AND THAT IS THE TRANSPORTING OF THE BANK DEPOSIT, WHICH IS ALMOST ALL CASH, BY AN UNPROTECTED EMPLOYEE. THE INHERENT DANGER AND LIABILITY SHOULD BE OF GREAT CONCERN ESPECIALLY CONSIDERING DEPOSIT AMOUNTS LAST MONTH AS HIGH AS \$13,000. LOOMIS ARMORED CAR SERVICE WAS CALLED AND RECEIVED A QUOTE OF \$183.10 PER MONTH FOR FIVE-DAY SERVICE AND \$223.80 PER MONTH FOR SIX-DAY SERVICE. THIS WOULD INCLUDE THE DELIVERING OF CHANGE ORDERS WHICH NOW HAVE TO BE PICKED UP AND CAN BE TOO HEAVY FOR ONE PERSON TO CARRY. ON THE DAYS THAT LOOMIS DID NOT PICK UP IT IS PROPOSED ONE OF THE SECURITY PERSONNEL ESCORT THE BANK DEPOSIT. ALSO, ANOTHER ITEM TO BRING TO YOUR ATTENTION IS THAT THE CASH-ON-HAND TOTAL HAS EXCEEDED OUR PRESENT INSURANCE LIMIT A FEW TIMES AND SHOULD BE CHANGED.

THE RECOMMENDATIONS OF THE AUDITORS ON PAGES 4 AND 5 HAVE COVERED THESE ITEMS EXCEPT FOR THE USE OF THE "CONCESSION DAILY CASH RECONCILIATION" REPORT FOR WHICH THE STAFF HAS A RECOMMENDATION. IN DOING THE RECONCILIATION FOR EACH CASH BOX THE VAULT SUPERVISOR PREPARES AN ADDING MACHINE TAPE WHICH HAS EACH OF THE ITEMS ON IT. IF THESE ITEMS ARE LABELED ON THE TAPE AND THIS TAPE IS SENT TO MSD ACCOUNTING ALONG WITH THE REGISTER TAPE THE PREPARATION OF THE REPORT THEY MENTION BECOMES REDUNDANT AND SERVES NO PURPOSE.

IN REGARD TO INVENTORY CONTROL THE STAFF HAS SOME RECOMMENDATIONS WHICH RELATE DIRECTLY TO PAGE 6 OF THE AUDITORS REPORT. IN THE MEANTIME WE ARE TAKING AN INVENTORY THE LAST WEEK OF JUNE OF THE CONCESSION SUPPLIES AND THEN WITH INPUT FROM JULY TOGETHER WITH THE NEXT MONTH'S INVENTORY, THERE WILL BE SOME DATA FOR COST ANALYSIS OF SUPPLIES.

WHILE SURVEYING ALL THE INCOME ITEMS AT THE ZOO IT WAS NOTED THAT THE ANIMAL VENDING MACHINES ARE OPENED UP BY QUITE A FEW PEOPLE AND WHILE OPEN THE CASH BOX IN THESE MACHINES IS READILY ACCESSIBLE. SINCE THERE IS A SUBSTANTIAL AMOUNT OF REVENUE INVOLVED THE STAFF HAS A RECOMMENDATION IN THIS AREA ALSO.

### STAFF RECOMMENDATIONS

1. INTERNAL AUDITS HAVE BEEN DISCUSSED INFORMALLY AND VERBALLY WITH ZOO STAFF AND WORK HAS COMMENCED ON THIS ITEM. IT IS RECOMMENDED THAT AN ADDITION BE MADE TO THE MSD ACCOUNTING HANDBOOK WHICH STATES THAT A MINIMUM OF ONE AND PREFERABLY TWO MONTHLY INTERNAL AUDITS BE PERFORMED FOR EACH FUND INPUT OR TRANSFER POINT WITHIN MSD. THESE AUDITS WILL BE CONDUCTED BY THE ACCOUNTING SYSTEMS MANAGER OR HIS DESIGNATE AND ANY EXCEPTIONS FOUND WILL BE REPORTED TO THE RESPONSIBLE DIVISION DIRECTOR IMMEDIATELY.
2. IT IS RECOMMENDED THAT A FORMAL INDOCTRINATION AND EDUCATION PLAN BE SET UP FOR ALL NEW AND INEXPERIENCED PERSONNEL WHO WORK WITH CASH REGISTERS AT THE ZOO.
3. IT IS RECOMMENDED THAT OUR CRIME INSURANCE POLICY BE CHANGED ON RENEWAL DATE, JULY 1, 1977, FROM \$15,000 TO \$20,000 FOR MONEY AND SECURITIES TO COVER THE AMOUNTS WE NOW HAVE IN OUR PROCESSING.
4. IT IS RECOMMENDED THAT THE BOARD APPROVE PRESENTATION TO THE BOARD AT THE NEXT MEETING OF A CONTRACT WITH LOOMIS ARMORED CAR SERVICE FOR FUNDS PICKUP AND CHANGE DELIVERY AT THE ZOO.
5. IT IS RECOMMENDED THAT IN THE ACCOUNTING HANDBOOK, THE "CONCESSION DAILY CASH RECONCILIATION REPORT" AND ANY REFERENCES TO IT BE REPLACED BY THE "DAILY CASH RECONCILIATION TAPE WITH ITEMS THEREON LABELED".
6. IT IS RECOMMENDED THAT DIRECTION BE GIVEN TO INSTALL, AS SOON AS POSSIBLE, A SEPARATE LOCKING DEVICE ON THE CASH BOXES FOR ALL ANIMAL VENDING MACHINES AND THAT A SEPARATE SUPERVISED

COLLECTION SYSTEM FOR THESE FUNDS BE ESTABLISHED.

7. IT IS RECOMMENDED THAT DIRECTION BE GIVEN FOR THE FOLLOWING:
- A) APPROVAL GIVEN FOR THE COST INVENTORY SYSTEM IN THE STAFF REPORT.
  - B) PLANNING AND IMPLEMENTATION FOR A SEPARATE, CONTROLLED, AND CONVENIENT WAREHOUSE FOR THE CONCESSION FUNCTION.
  - C) EACH CONCESSION STAND BE CHANGED TO ACCOMMODATE AN ESTIMATED DAILY INVENTORY OF SUPPLIES NEEDED.
  - D) A COMPLETE INVENTORY CONTROL SYSTEM BE DESIGNED AND IMPLEMENTED FOR THE ZOO CONCESSION FUNCTION.

*Item 4 is to be executed immediately and item no. 6 was not approved*

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 77-862 DATE 6-24-77  
YES NO ABST.

BARTELS  
GORDON  
McCREADY  
ROBNETT  
SALQUIST  
SCHUMACHER  
MILLER, CHAIRMAN

YES	NO	ABST.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*John M. Wood*  
Clerk of the Board

METROPOLITAN SERVICE DISTRICT

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REVIEW OF FOOD CONCESSION CONTROLS  
May 1977

COOPERS & LYBRAND  
CERTIFIED PUBLIC ACCOUNTANTS

COOPERS & LYBRAND

CERTIFIED PUBLIC ACCOUNTANTS

IN PRINCIPAL AREAS  
OF THE WORLD

May 31, 1977

Board of Directors  
Metropolitan Service District  
Portland, Oregon

We have completed our evaluation of internal controls over food concession operations at the Washington Park Zoo. Our report, including recommended control improvements, is hereby presented.

Our work included observation of the food concession internal control procedures, a review of the status of implementation of the District's Accounting Handbook control procedures, and inquiry of various employees involved in the food concession operation. Based on this work, we have outlined below the present procedures and our recommendations for control improvements in the procedures.

Present Procedures

The following describes the food concession operation procedures based on our observation and inquiry. They include the three concession stands, the concession portion of the stroller shop and the gift shop. The procedures are as follows:

1. The vault (cash room) supervisor daily prepares a defined limit (i.e., \$100) cash box for each cash register.

2. During business hours, certain designated employees operate the cash registers and are sometimes relieved by inexperienced operators. No receipts are given for sales but the registers do provide an internal tape of the total of each sale in numerical sequence.
3. During busy days the vault supervisor brings additional change to various registers as the need arises. The cash vault is not closed or locked in her absence. Register operators also send excess cash to the vault with a trusted employee at various times during the day. No receipts are given by the vault supervisor for this excess cash.
4. At the close of business each day the register operator totals the day's sales, ("Z" grand total - an "X" subtotal is also made on an hourly basis), pulls the cash drawer and the internal tape, and takes the cash and the tape to the vault.
5. After receiving the cash and register tapes, the vault supervisor counts out a new cash box for each register. She then counts the remaining cash and records only the total on the "Cash Controller's Miscellaneous Data" report. (Appendix A). She also records on this report the register tape "Z" readings and any operator reports of "overrings" and then computes the cash over or short position by concession for the day.
6. The vault supervisor then prepares the "Summary Cash Reconciliation" report (Appendix A) which summarizes all cash received that day at the Zoo, and prepares the bank deposit. She makes the bank deposit daily.

Several significant weaknesses exist in the foregoing procedures:

1. Inexperienced employees are allowed to operate the cash registers on occasion. This procedure enhances the possibility of errors on the register and hinders the fixing of responsibility for cash shortages.
2. The lack of control over excess cash (i.e., lack of receipt for cash sent to vault) provides an opportunity for cash shortages.
3. The cash vault needs to be locked in the absence of the vault supervisor to limit the opportunities for unauthorized removal of cash.
4. The responsibility of a register operator to pull his or her own register cash drawer and tape provides an opportunity for unauthorized alteration of a day's sales or cash collected.
5. The vault supervisor generally works without supervision. This provides an opportunity for undetected errors. These could be avoided by supervisory review.
6. A separation of duties does not exist over the bank deposit function. A separation of duties is necessary to provide for a balance of responsibilities between employees to prevent the overloading of any given employee and to avoid opportunities for defalcation by any employee.

The existing procedures differ in several respects from those outlined in the District's Accounting Handbook. Our inquiries revealed that no significant effort has been made to implement the Handbook which was to be effective in July 1976. Some of the control weaknesses could be corrected by implementation of cash procedures outlined in the Handbook. Appendix B to this report shows the procedures originally outlined in the Handbook and their present state of implementation in actual procedures.

### Recommendations

Our recommendations for improvement in the internal control procedures at the food concession operations are presented in two categories. The first category consists of the recommendation for implementation of procedures originally outlined in the District's Accounting Handbook. The second category includes other recommendations.

#### 1. Implementation of the District's Accounting Handbook:

There are many advantages of an accounting handbook, but they are realized only when the procedures contained therein are followed. In general, therefore, we recommend that the Handbook be explained to the appropriate Zoo employees and that they be instructed to follow the procedures as a part of their normal work routine.

More specifically, we recommend that the following procedures, outlined in the Handbook but not presently practiced, be implemented:

- a. Use the "Concession Daily Cash Reconciliation" report (Appendix A) and perform the cash reconciliation reporting on a more timely basis. This will provide

greater documentation of the vault supervisor's work.

- b. Provide for separation of duties concerning the bank deposit, comparison of the deposit to the "Summary Cash Reconciliation" and forwarding of the final package to the bookkeeper.
- c. Close and lock the vault when the vault supervisor is not in the cash room. Although this procedure may require some additional time by the vault supervisor, the time can be minimized by better regulation of the time spent outside the cash room to deliver additional change, etc. Perhaps two or three trips could be scheduled to take care of additional change and excess cash to avoid "rush" trips.
- d. Improve handling of excess cash by having the vault supervisor pick up cash from the register operators and give them a receipt.

2. Other Recommendations:

A few additional procedures can be pragmatically implemented to strengthen internal control over cash. These are as follows:

- a. The concession manager or supervisor, rather than a register operator, should pull the register's cash and internal tape of sales and forward these items to the vault supervisor for reconciliation.
- b. Greater care should be taken in designation of register operators and relief operators. Inexperienced persons should not be allowed to operate the registers.

- c. Consideration should be given to having a responsible person (i.e., concession manager or supervisor) stay after register operators leave for the day to review the cash reconciliation process and initial the completed reconciliation, especially the day's over or short cash position.
- d. An inventory control system should be established and inventory usage related to sales and cash receipts. Presently no inventory control exists. This is perhaps the greatest single weakness in current procedures. An inventory control system could be established based on a perpetual warehouse control where all receipts and distribution of inventory would be recorded by item. An approximate day's inventory could be checked out each day to each concession stand and any additional inventory drawn recorded separately. Then, on a regular basis (weekly or monthly), the inventory usage by location could be reconciled to the sales of that particular location. This would provide an independent confirmation of the cash receipts figures. Of course, several changes in procedures, and even some in physical arrangements (the inventory is now too far from the concession stands) would be necessary to implement such an inventory control system. We understand such changes in physical arrangements are already planned.

### Conclusion

Our review and evaluation of the Zoo internal control procedures over food concessions revealed a functioning system with some significant areas where improvement is warranted. We believe that implementation of our recommendations (including revision of the Accounting Handbook for any new procedures adopted) would sufficiently strengthen the system to provide for

adequate assurance of full reporting of cash collected and inventory used.

The procedures outlined could also be expanded to encompass other Zoo cash collections and inventories (i.e., Animal Vending Machines) for similar strengthening of control.

We will be pleased to explain further our recommendations, if necessary, or to work with you in their implementation.

Very truly yours,

By James L. Savage  
James L. Savage, a Partner

JLS:cv  
MHA

CASH CONTROLLER'S MISCELLANEOUS DATA

Portland Zoo

Day \_\_\_\_\_

Date \_\_\_\_\_

	Canteen #1	Canteen #2	Canteen #3	stroller shop	Gift Shop #1	Film Shop
Cash Register Tape Controlled						
Sales Per Tape						
Deduct total of overruns						
Charge card discount						
Adjusted Sales						
Cash						
Over/Short						
Sales Revenue						

PORTLAND ZOO (MSD)

Summary Cash Reconciliation

Day \_\_\_\_\_

Date \_\_\_\_\_

DESCRIPTION					Accts Rec.	Over (Short)	Cash	Sales Revenue
Admissions	Adult	Child	Free	Total				
Main Gate #1								
#2								
#3								
Washington Park								
Total								
Concessions								
Canteen #1								
#2								
#3								
Stroller Shop								
Total								
Railroad	Adult	Child	Free	Total				
Zoo								
Washington Park								
Total								
Gifts								
Gift Shop								
Film Shop								
Total								
Boat Ride	@ 25¢							
Elephant Ride	@ \$1.							
Total								
Animal Food Vending								
Stroller Rentals								
Exhibit Vending								
Total								
DAY'S TOTALS								

Form 7

Cashier

Reviewed and approved

Controller

Business

10/1/74

Date

Deposit

Date

PORTLAND ZOO (MSD)

Date                     

Concession Daily Cash Reconciliation

Concession                     

Attach  
Cash Register  
Tape or  
Machine Tape  
Here

Closing Cash Balance

Coin    \$    .01 X =  
              .05 X =  
              .10 X =  
              .25 X =  
              .50 X =

\$                     

Paper   \$ 1.00 X =  
              2.00 X =  
              5.00 X =  
             10.00 X =  
             20.00 X =  
             50.00 X =

\$                     

Credit Cards

\$                     

Closing cash balance

\$                     

Sales per  
tape                     

Adjustments:

Attested by:

                                      
Concessioner

                                      
Vault Supervisor  
(or Designee)

Net  
Sales \$                     

Reconciliation

Closing cash Balance  
Less Change Fund

Less net sales

Cash over (short)

\$

## Appendix B

State of implementation of cash procedures as outlined in the Accounting Handbook.

### Per the Accounting Handbook

#### CASH PROCEDURES (ZOO)

The Zoo will have a cash fund of \$2,500 to be maintained by the Vault Supervisor. The balance in the fund may be increased as required in an even dollar amount by a disbursement from the checking account. Similarly, the fund may be reduced by a bank deposit in the amount of the fund reduction.

Cash boxes will be prepared nightly with pre-designated fixed amounts of change for the following day's transaction.

At close of business, all cash funds shall be reconciled using the Concession Daily Cash Reconciliation (exhibit following) or the Daily Admission Report (main gate only) (exhibit following). The reconciled form shall be signed by the Vault Supervisor.

The Vault Supervisor shall summarize all individual daily reports on the Summary Cash Reconciliation (exhibit following). All receipts will be deposited daily. A responsible individual (other than the Vault Supervisor) shall make the bank deposit, compare the deposit slip with the Summary Cash Reconciliation and supporting documentation, and forward the completed, reconciled package directly to the Bookkeeper.

To maintain security of cash at the Zoo and to minimize risks, the following steps are recommended:

1. Keep the cash room door closed and locked. Scrutinize employees requiring entrance to the room and insure that no unauthorized personnel are in the vicinity when the door is opened.
2. Close and lock the vault when leaving the cash room for an extended time.
3. Keep the combination to the lock secure by memorization; do not allow any employee to carry the combination in writing.
4. Minimize potential losses at the main gates and larger concessions by interim pick up of excess cash-on-hand. Count excess cash twice and exchange for a receipt.
5. Insure that the cash function is adequately insured and bonded.

### Present State of Implementation

Presently done.

Presently done.

Cash is presently reconciled. The Concession Daily Cash Reconciliation is not used, however, and it is not done consistently at the close of business.

The summary is done. However, the separation of duties does not presently exist.

Presently done..

Not done.

Presently done.

Excess cash is taken to the vault on an interim basis. No receipts are given.

The Vault Supervisor is bonded.

OTHER BUSINESS

77-863 CONTRACT 77-086 - BILL HARRISON - ZOO MANDRILL POSTER

THE ZOO DIVISION, UNDER ITS NEW VISITOR SERVICES MANAGER, IS INCREASING THE SELECTION OF SOURVENIR MERCHANDISE AVAILABLE IN ITS GIFT SHOP. A MAJOR EFFORT WILL BE MADE TO DEVELOP SUCH ITEMS AS PENNANTS, DECALS, POSTERS, T-SHIRTS, MUGS, JEWELRY, ETC., THAT HAVE DEPICTIONS OF ANIMALS FROM THE WASHINGTON PARK ZOO. SUCH MERCHANDISE WILL NOT ONLY BE OF A GOOD QUALITY AT A REASONABLE PRICE BUT WILL BE PARTICULARLY AIMED AT TOURISTS AND YOUNGSTERS WHO WANT TO HAVE SOURVENIRS FROM THE ZOO.

THE MANDRILL POSTER WILL BE SUCH AN ITEM AND THE ATTACHED CONTRACT COVERS THE INITIAL PRODUCTION COSTS OF \$1,400 AND SETS OUT A FORMULA TO COVER ADDITIONAL SALE PROCEEDS ON THE BASIS OF 54% FOR THE MSD AND 46% FOR THE ARTIST.

THIS EXTREMELY ATTRACTIVE WORK OF ART WILL SELL FOR \$2.50 BUT RATHER THAN INVESTING THE USUAL HALF OF THIS BY PURCHASE (AT \$1.25 EACH THE TOTAL INVESTMENT WOULD BE \$6,250) WE WILL BE PAYING ONLY 28¢ EACH AND IF ALL 5,000 ARE SOLD WE WILL MAKE \$5,994. TO BREAK EVEN WE NEED ONLY TO SELL 560 POSTERS.

THE STAFF RECOMMENDS APPROVAL OF ATTACHED CONTRACT 77-086 WITH BILL HARRISON AT A TOTAL EXPENDITURE OF \$1,400.

*Clarification on  
price of item and  
how long it will be  
sold.*

METROPOLITAN SERVICE DISTRICT  
BOARD ACTION

NO. 77-863 DATE 6-24-77  
YES NO ABST.

BARTELS  
GORDON  
McCREADY  
ROBNETT  
SALQUIST  
SCHUMACHER  
MILLER, CHAIRMAN


*John W. Wood*  
Clerk of the Board

# AGREEMENT

This Agreement is made this 8th day of June, 1977 between the Metropolitan Service District (MSD), an Oregon municipal corporation, 1220 S. W. Morrison, Portland, Oregon 97205, and Bill Harrison (Artist).

## RECITALS

1. This Agreement is exclusively for personal services. Artist submitted to MSD a photograph of a four color painting of a mandrill baboon. MSD desires to reproduce this painting in poster form to be sold by MSD.

## AGREEMENT

2. Artist will submit a final proof of the poster to MSD for its approval before MSD shall have any obligation to perform under this agreement. MSD may withhold approval for whatever reason it deems appropriate, and, if approval is withheld this Agreement will terminate.

3. If the final proof is approved, the posters with the painting of the mandrill baboon will be produced on high quality stock. Artist will recommend production specifications to MSD. MSD shall have final approval over quality and quantity of the poster production.

4. MSD may use, distribute, or sell the posters as it deems appropriate and may use the Artist's name in connection with the advertising or sale of the posters.

5. The proceeds from the sale of the posters shall first be used to pay all costs incurred by MSD related to the production of the posters, which are estimated to be \$1,400.00 for 5000 copies. When all production costs have been paid, any additional proceeds received by MSD from the sale of the posters shall be divided between the parties as follows:

MSD	54%
Artist	46%

Payment shall be made quarterly, or more often, as the parties may agree.

6. For five (5) years from the date of this Agreement, MSD may in its discretion have additional copies of the poster produced. The terms and conditions in this Agreement shall cover the production and sale of all additional posters.

7. Artist is an independent contractor and assumes full responsibility for the content of his work, and shall indemnify and save MSD harmless from all claims and expenses related to this Agreement on account of his negligence.

METROPOLITAN SERVICE DISTRICT

\_\_\_\_\_  
Raymond Miller, Chairman

William L. Hanson  
Artist

Approved as to form:

\_\_\_\_\_  
Attorney for MSD



# **METROPOLITAN SERVICE DISTRICT**

1220 S.W. MORRISON, ROOM 300, PORTLAND, OREGON 97205

(503) 222-3671

## **MSD BOARD OF DIRECTORS**

NOTICE IS HEREBY GIVEN THAT THE REGULARLY SCHEDULED JULY 8, 1977,  
MEETING OF THE MSD BOARD OF DIRECTORS HAS BEEN CANCELLED.

THE NEXT BOARD MEETING WILL BE ON JULY 22, 1977.

## GUEST ATTENDANCE LIST

DATE: June 24, 1977

NAME

## REPRESENTATION

Michael Alesko

The Oregonian

Jason Lynch

Earle Taylor

Calvin R. Smith

City of Portland

Handwritten signature

10/20

John Hanks

Mult. Co.