

# A G E N D A

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



**METRO**

**MEETING:** METRO COUNCIL  
**DATE:** October 13, 1994  
**DAY:** Thursday  
**TIME:** 4:00 p.m.  
**PLACE:** Council Chamber

**Approx.  
Time\***

**Presented  
By**

4:00 **CALL TO ORDER / ROLL CALL**

- 1. INTRODUCTIONS**
- 2. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS**
- 3. EXECUTIVE OFFICER COMMUNICATIONS**
  
- 4. OTHER BUSINESS**

4:05 **4.1 Review of MERC Resolution No. 94-48**

(20 min.)

4:25 **5. CONSENT AGENDA** (Action Requested: Motion to Adopt the Consent Agenda)

(5 min.)

**5.1 Minutes of September 8, 1994**

REFERRED FROM THE GOVERNMENTAL AFFAIRS COMMITTEE

**5.2 Resolution No. 94-2037**, For the Purpose of Authorizing a Competitive Bid Exemption and the Execution of a Sole-Source Contract with Western Attitudes for Continuation of "Citi-Speak" Public Opinion Surveys

**5.3 Resolution No. 94-2038**, For the Purpose of Authorizing a Competitive Bid Exemption and the Execution of a Sole-Source Contract with Portland Cable Access Television

4:30 **6. ORDINANCES, FIRST READINGS**

(5 min.)

- 6.1 Ordinance No. 94-579**, An Ordinance Amending the FY 1994-95 Budget and Appropriations Schedule by Transferring \$35,000 from the General Fund Contingency to Materials and Services in the Regional Parks and Greenspaces Department and Recognizing a \$2,000 Grant from the USDA Soil Conservation Service For the Purpose of Matching Federal Funding to Support the Columbia Envirocorps Project; and Declaring an Emergency **PUBLIC HEARING** (Action Requested: Refer to the Regional Facilities and Finance Committees)

For assistance/services per the Americans with Disabilities Act (ADA), dial TDD 797-1804 or 797-1534 (Clerk).

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

- 6.2 **Ordinance No. 94-580**, For the Purpose of Adding a New Title to the Metro Code Creating an Administration Code, and Declaring an Emergency (Action Requested: Refer to the Governmental Affairs Committee)

7. **ORDINANCES, SECOND READINGS**

REFERRED FROM THE REGIONAL FACILITIES COMMITTEE

- 4:35 (10 min.) 7.1 **Ordinance No. 94-568**, For the Purpose of Approving the Revision of Metro Code Section 4.01.050 Revising Admission Fees and Policies at Metro Washington Park Zoo **PUBLIC HEARING** (Action Requested: Motion to Adopt the Ordinance) McFarland
- 4:45 (10 min.) 7.2 **Ordinance No. 94-571**, An Ordinance Amending the FY 1994-95 Budget and Appropriations Schedule by Transferring \$110,000 from the Spectator Facilities Fund Contingency to Fund Restroom Remodel at the Civic Auditorium; and Declaring an Emergency **PUBLIC HEARING** (Action Requested: Motion to Adopt the Ordinance) Kvistad

REFERRED FROM THE FINANCE COMMITTEE

- 4:55 (10 min.) 7.3 **Ordinance No. 94-569**, An Ordinance Amending the FY 1994-95 Budget and Appropriations Schedule by Transferring \$5,000 from the General Fund Contingency to the Office of the Auditor Materials & Services, Misc. Professional Services For the Purpose of Transition Services for the New Office of the Auditor; and Declaring an Emergency **PUBLIC HEARING** (Action Requested: Motion to Adopt the Ordinance) Washington
- 5:05 (10 min.) 7.4 **Ordinance No. 94-572A**, An Ordinance Amending the FY 1994-95 Budget and Appropriations Schedule by Transferring \$45,850 from the Regional Parks and Expo Fund Contingency to Materials & Services in the Regional Parks and Greenspaces Department For the Purpose of Updating and Reprinting Public Information Materials for the Metropolitan Greenspaces Program **PUBLIC HEARING** (Action Requested: Motion to Adopt the Ordinance) Devlin
- 5:15 (10 min.) 7.5 **Ordinance No. 94-573**, An Ordinance Amending the FY 1994-95 Budget and Appropriations Schedule by Transferring \$12,900 from the General Fund Contingency to Materials and Services in the Regional Parks and Greenspaces Department For the Purpose of Producing Public Information Materials for the 1995 Greenspaces Acquisition Bond Measure; and Declaring an Emergency **PUBLIC HEARING** (Action Requested: Motion to Adopt the Ordinance) Devlin

8. **RESOLUTIONS**

REFERRED FROM THE PLANNING COMMITTEE

- 5:25 (10 min.) 8.1 **Resolution No. 94-2036**, Confirming a Citizen Member, Betsy Bergstein, to the Metro Policy Advisory Committee (MPAC) (Action Requested: Motion to Adopt the Resolution) Gates

REFERRED FROM THE REGIONAL FACILITIES COMMITTEE

- 5:35 (10 min.) 8.2 **Resolution No. 94-2034**, For the Purpose of Authorizing a Design and Construction Agreement with Tri-Met For the Washington Park Parking Lot (Action Requested: Motion to Adopt the Resolution) Gates

5:45 (10 min.) **8.3 Resolution No. 94-2035**, For the Purpose of Authorizing an Amendment to the Parking Lot Agreement for the Washington Park Parking Lot Between OMSI, World Forestry Center, and Metro (Action Requested: Motion to Adopt the Resolution) Gates

BEFORE THE CONTRACT REVIEW BOARD (8.4 & 8.5)

5:55 (10 min.) **8.4 Resolution No. 94-2031A**, For the Purpose of Exempting the Long Distance Service Carrier for the Metro Washington Park Zoo (from Competitive Bidding) and Authorizing a Sole Source Contract with Sprint (Action Requested: Motion to Adopt the Resolution) Washington

6:05 (10 min.) **8.5 Resolution No. 94-2046A**, For the Purpose of Authorizing Issuance of a Request for Proposals and Authorizing the Executive Officer to Enter Into a Multi-Year Contract with the Most Qualified Proposer to Manage the Lake House at Blue Lake Regional Park (Action Requested: Motion to Adopt the Resolution) Gates

6:15 (10 min.) **8.6 Resolution No. 94-2026A**, Establishing an Advisory Committee to Assist the Metro Council in Coordinating the Regional Parks and Greenspaces Program (Action Requested: Motion to Adopt the Resolution) Moore

REFERRED FROM THE GOVERNMENTAL AFFAIRS COMMITTEE

6:25 (10 min.) **8.7 Resolution No. 94-2043A**, For the Purpose of Endorsing a Change in State Statute Regarding the Membership of the Portland Metropolitan Area Local Government Boundary Commission (Action Requested: Motion to Adopt the Resolution) Gates

REFERRED FROM THE FINANCE COMMITTEE

6:35 (10 min.) **8.8 Resolution No. 94-2045**, For the Purpose of Submitting to the Voters for Their Approval an Ordinance Relating to Taxation, Establishing a Construction Excise Tax Reducing Solid Waste Rates and Refunding Planning Service Fees to Local Governments (Action Requested: Motion to Adopt the Resolution) Monroe

6:45 (10 min.) **8.9 Resolution No. 94-2033**, For the Purpose of Expressing the Intent of Metro to Acquire an Automated Management Information System in Fiscal Year 1995-96 Using, In Part, the Fiscal Year 1994-95 Support Services Unappropriated Balance (Action Requested: Motion to Adopt the Resolution) Kvistad

6:55 (10 min.) **9. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS**

7:05 **ADJOURN**

AGENDA ITEM NO. 4.1  
Meeting Date: October 13, 1994

REVIEW OF MERC RESOLUTION NO. 94-48



## METRO

DATE: September 23, 1994  
TO: Pat LaCrosse, MERC General Manager  
FROM: Paulette Allen, Clerk of the Council *PAK*  
RE: Request for Review of MERC Resolution No. 94-48

Pursuant to the terms of Metro Code Section 6.01.080, this memo will serve as formal notice to the Metro E-R Commission of Mr. Alan Peters' request for Metro Council review of MERC Resolution No. 94-48. (Mr. Peters' letter requesting review is attached.)

Council review of the resolution will take place at the October 13 Council meeting, which begins at 4:00. The Presiding Officer has not yet scheduled the time for the review on the October 13 agenda, but I will notify you when the agenda is set, and will send you a copy of the agenda when it is printed.

Please see that the members of the Commission are notified of this matter. Thank you.



## METRO

DATE: September 23, 1994  
TO: Presiding Officer Judy Wyers  
FROM: Casey Short, Council Analyst  
RE: Request for Review of MERC Resolution No. 94-48

Attached is a letter from Mr. Alan Peters, requesting Council review of MERC Resolution No. 94-48. Under the provisions of Metro Code Section 6.01.080, this resolution must be placed on the agenda of the next regular Council meeting, on October 13. This memo is to advise you and other interested parties of this situation, and to assure you that I will see that MERC is notified (as required by the Code). I will also draft a letter from you to Mr. Peters advising him when this item will be before the Council. In doing the latter, I will assume this will be the first item of business (as has been the case with other MERC resolutions the Council has reviewed), and will inform Mr. Peters that is your current intention.

cc: Deputy Presiding Officer Ed Washington  
Councilor Sandi Hansen  
Executive Officer Rena Cusma  
Don Carlson  
Paulette Allen  
Dan Cooper  
Mark Williams



# PORTLAND CONFERENCE CENTER

300 N.E. Multnomah St. ♦ Portland, Oregon 97232 ♦ (503) 239-9921 ♦ FAX (503) 239-4246

September 22, 1994

Paulette Allen, Clerk of the Council  
METRO  
P.O. Box 2746  
Portland, Oregon 97208

Re: Review of MERC Resolution No. 94-48

Dear Ms Allen:

In accordance with Metro Code Section 6.01.080, this letter will serve as a request for Council review of MERC Resolution No. 94-48, passed by the Commission on September 14 and filed with you on September 15. That resolution authorized the general manager to bid, award, and enter into contract for development of a "food court" at the Oregon Convention Center.

I was represented by Mr. Easton Cross, in appearing before the Commission on this matter. I will be adversely affected by this decision, and am an "adversely affected or aggrieved" person as defined by Metro Section 6.01.020. As such, I ask that Council review the Commission's decision, among other reasons, for the following:

- (1) The decision to build a food court inside the OCC will substantially drain business away from businesses in the vicinity. This violates a basic premise upon which the bond measure for the OCC was promoted.
- (2) Businesses in the area have expended or are planning to expend substantial sums on improvements relying upon promises that the OCC would promote rather than compete with them. This planned private investment will not occur as a result of the decision.
- (3) There are more pressing uses to which the funds allocated by MERC for the food court could be put.
- (4) Proper public notice was not published for the MERC meeting 9-14-94, by omitting any reference to the food emporium proposal on the agenda. This omission violates the Oregon Public Meeting Law, ORS 192.640.

For these and other reasons, I ask that the Council either refer this matter to its Facilities Standing Committee, or modify the resolution by directing that the funds identified either be placed in a facilities reserve account or be expended to enhance assess for the disabled, or return the matter to the Commission.

Please refer any correspondence regarding my request to me at the above address. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alan C. Peters".

Alan C. Peters

ACP: bms



4.01p00

September 23, 1994

Paulette Allen, Clerk of the Council  
METRO  
P.O. Box 2746  
Portland, Oregon 97208

Re: MERC Resolution No. 94-48

Dear Ms. Allen:

As president of the Lloyd District Community Association I would like to request the METRO Council to review MERC Resolution No. 94-48. MERC's action is contrary to the representations that were made as part of the Convention Center Bond Measure campaign. The Community Association believes that this action will not help area businesses and will actually draw customers away. The voters did not approve a facility which would directly compete with surrounding businesses.

We also believe that MERC's action may discourage businesses from making additional investments in improving the district. MERC made its decision in violation of Oregon Public Meeting Laws. The notice for the meeting did not list improvements to the food concession area as a subject to be discussed.

The Lloyd District Community Association fully supports efforts of the Oregon Convention Center to be as successful as they can. We also agree that the district, as well as the region, is a partner in the benefits received from successful Convention Center operations. Improvements made to the Convention Center should compliment businesses that already exist, not compete directly with those same businesses.

Together area businesses in partnership with the Oregon Convention Center provides the region with the best and strongest product to attract future convention business.

I would appreciate the Council referring this matter to its Facilities Standing Committee or delaying a vote on this matter until further review by all concerned.

Sincerely,

Virgil Ovall  
President  
Lloyd District Community Association





## METRO

September 26, 1994


Mr. Alan Peters  
Portland Conference Center  
300 NE Multnomah St.  
Portland, OR 97232

Dear Mr. Peters:

The Metro Council has received your request for review of MERC Resolution No. 94-48. In conformance with the provisions of the Metro Code, the Council will review this resolution at our next meeting, on October 13, 1994. That meeting begins at 4:00 in the Council Chamber at Metro Regional Center, 600 NE Grand Ave. You will be invited to give a statement presenting your arguments in favor of Council action on the resolution, as will representatives of MERC, Metro's Executive Officer, and any other interested persons. I will request, however, that any statements not exceed 10 minutes.

The agenda for the October 13 meeting will be established during the week of October 3. I expect that review of MERC Resolution No. 94-48 will be the first substantive item on the agenda, but I won't know what other items will be scheduled until the first week in October, so I encourage you to hold your schedule open from 4:00 to at least 6:00 on October 13 in the event that other business causes your item to be delayed. In any case, I will make sure you receive a copy of the agenda when it is printed so you will know when the review is scheduled.

Sincerely,

  
Councilor Judy Wyers  
Presiding Officer

RECEIVED SEP 15 1994

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**RESOLUTION NO. 94-48**

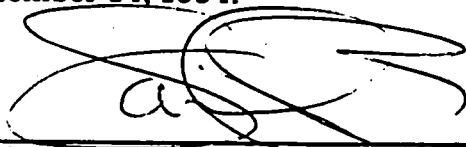
Authorizing the General Manager to bid, award and enter into contracts for the completion of the Oregon Convention Center Concession Stands Renovation.

The Metropolitan Exposition-Recreation Commission finds:

1. That the renovations of this Concession Stand will provide more variety, better service to enhance the operations of the Oregon Convention Center Concessions.
2. That the Metropolitan Exposition Recreation Commission approved an expenditure not to exceed \$450,000 to complete this project in the 1994-95 fiscal year budget.
3. That this project falls within the scope of work to be completed by the Oregon Convention Center Construction funds.
4. That the Metropolitan Exposition-Recreation Commission has the authority to delegate this construction process to the General Manager and to enhance the effectiveness of its facilities operations to serve the clientele and the public attending events at the Oregon Convention Center.

**BE IT THEREFORE RESOLVED** that this Metropolitan Exposition-Recreation Commission authorizes the General Manager to execute all necessary processes and contracts to complete the Oregon Convention Center Concession Stand Retrofit within the approved budget amount and outlined scope of work.

Passed by the Commission on September 14, 1994.



Chairman



Secretary-Treasurer

**APPROVED AS TO FORM:**  
Daniel B. Cooper, General Counsel

By:

  
Mark B. Williams  
Senior Assistant Counsel

## **MERC STAFF REPORT**

**Agenda Item/Issue:** Authorizing General Manager to bid, award and let contracts to complete the Oregon Convention Center Concession Stand Renovation.

**Resolution No.:** 94-48

**Date:** September 14, 1994

**Presented By:** Jeffrey A. Blosser

**Background and Analysis:** This project was developed based upon the need to renovate the OCC Concession Operations to provide better service through more variety, additional points of sale on the exhibit hall floor and the ability to change menu items away from standard concession food. With more and more shows taking the lobby areas and selling out the exhibit floor space, necessary food outlets were diminished. Portable stands provide temporary solutions when exhibit hall space is made available by Show Management. This project will allow more diverse menu selection, more points of sale without utilizing valuable exhibit hall and/or lobby space. We have also received many complaints from show management, exhibitors and attendees that the selection of food items is very limited and needs upgrading.

With this in mind, staff recommended in the 1994-95 fiscal year that funds be allocated to assess these needs and recommend alternatives as well as \$450,000 be budgeted for construction and retrofit of these concession operations. This was approved by MERC and METRO to be completed in this fiscal year with remaining OCC Construction Funds.

**Fiscal Impact:** \$450,000 for construction and \$50,000 of consulting, electrical engineering, architectural and project management. All funds available in the OCC Construction Funds.

**Recommendation:** Staff recommends that the Metropolitan Exposition-Recreation Commission authorize the General Manager to proceed with completing the project through MERC approved purchasing and contracting policies and procedures.

**AGENDA ITEM NO. 5.2**  
**Meeting Date: October 13, 1994**

**RESOLUTION NO. 94-2037**

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

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RESOLUTION NO. 94-2037, AUTHORIZING A COMPETITIVE BID EXEMPTION AND EXECUTION OF A SOLE SOURCE CONTRACT WITH WESTERN ATTITUDES FOR CONTINUATION OF CITI-SPEAK PUBLIC OPINION SURVEYS

Date: October 3, 1994

Presented by: Councilor McFarland

**COMMITTEE RECOMMENDATION:** At its September 27, 1994 meeting the Governmental Affairs Committee voted 4-0 to recommend Contract Review Board adoption of Resolution No. 94-2037. Voting in favor were Councilors Gates, McFarland, Van Bergen, and Wyers. Councilor Buchanan was absent.

**COMMITTEE DISCUSSION/ISSUES:** Merrie Waylett, Director of the Officer of Public and Governmental Relations, presented the staff report. She said the purpose of the three surveys proposed was to help the Executive, Council, and staff in setting and implementing policy, and said a panel would be created to help develop the issues to be surveyed. That panel would include representatives of Metro elected officials, MPAC, MCCI, and media experts, as outlined in item #2 of the scope of work.

Councilor Wyers asked how Metro has used the information from prior surveys. Ms. Waylett listed two examples. The first was in getting feedback from people on how they preferred getting information, which helped guide the decision to mail the Region 2040 survey to households. The second concerned the decision on the Wilsonville transfer station proposal, and the information from that survey was provided to the Council and Executive in making decisions on that project.

Councilor Van Bergen referred to Ms. Waylett's reference to "base case questions" to be developed for the surveys, and the broad spectrum of groups who will be consulted to develop those questions. He said his concern was that someone has to make decisions on which questions to ask, and not require consensus among all those consulted. Ms. Waylett said that representatives of the groups would be consulted, and their formal approval will not be required.

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING A	)	
COMPETITIVE BID EXEMPTION AND THE	)	RESOLUTION NO. 94 -2037
EXECUTION OF A SOLE-SOURCE	)	
CONTRACT WITH WESTERN ATTITUDES	)	INTRODUCED BY
FOR CONTINUATION OF "CITI-SPEAK"	)	RENA CUSMA
PUBLIC OPINION SURVEYS	)	EXECUTIVE OFFICER

WHEREAS, Western Attitudes is uniquely qualified to perform "Citi-Speak" community attitude surveys through its past experience with cities, counties and special service districts within the Portland Metropolitan area; and

WHEREAS, The Metro Executive and Council has a present need for such services, has previously utilized Western Attitudes, and was well served by their past performance; and

WHEREAS, The Metro Executive proposed the establishment of a new contract for similar public opinion polling in substantial compliance with Exhibit "B" attached; and

WHEREAS, The specific use of their services is unlikely to encourage favoritism in the awarding of or substantially diminish competition for public contracts; and

WHEREAS, The award of a public contract pursuant to this exemption process is expected to result in substantial cost savings; now, therefore

BE IT RESOLVED, That the Metro Contract Review Board hereby authorizes a competitive bid exemption pursuant to Metro Code Section 2.04.041(c), and the execution of a sole source contract with Western Attitudes pursuant to Metro Code Section 2.04.060.

ADOPTED by the Metro Contract Board this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

Judy Wyers, Presiding Officer

## **EXHIBIT A**

### **SCOPE OF WORK**

Western Attitudes shall design, conduct, analyze and publish the results for three public opinion surveys for Metro for a total fee of \$7,500. All expenses incurred by Western Attitudes in performance of the contract shall be covered by the contracted amount.

1. Western Attitudes will conduct three surveys for Metro during FY 94/95. The first survey will be conducted in October 1994; the second to take place during February 1995; and the third in June of 1995. The work will be coordinated through the Metro Office of Public and Government Relations.
2. Prior to development of each of the three surveys, staff of Western Attitudes will meet with a panel representing Metro elected officials, Metro staff, Metro Policy Advisory Committee (\*MPAC), Citizens Involvement Committee (CIC), and media experts to discuss survey topics and develop individual questions. The panel will be convened by Metro's Office of Public and Government Relations. Drafts of each proposed survey will be reviewed by the panel and final draft approved by the director of the Office of Public and Government Relations.
3. The survey will be conducted by Western Attitudes and its employees and will take place during both daytime and evening hours to assure a broad representation of public opinion. The survey will be conducted using telephone numbers of residences within the Metro boundaries, unless designated otherwise by Metro officials.
4. Analysis of survey results will be provided to Metro in both draft and final form. Metro will be provided with a master of the final analysis and bound copies of the same for the Metro Executive Officer, Metro Presiding Officer, Metro Council members, Deputy Executive Officer, Council Administrator, and members of the survey panel. The Office of Public and Government Relations will be responsible for printing of additional copies to be distributed to Metro department directors, advisory committees and other interested parties.
5. Staff of Western Attitudes will make themselves available for verbal presentation and discussion of the survey results before the Metro Council, select advisory committees, and/or other groups on request of the Office of Public and Government Relations.

Project Metro Citi-Speaks  
 Contract No. 903903

### PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Western Attitudes, referred to herein as "Contractor," located at 17321 SW Boones Ferry Road, Lake Oswego, Oregon 97035

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

1. Duration. This personal services agreement shall be effective July 1, 1994 and shall remain in effect until and including June 30, 1995, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A - Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for maximum a sum not to exceed Seven Thousand Five Hundred AND 00/100THS DOLLARS (\$ 7500 ).
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
  - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDs. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.



d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

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

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

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

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

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

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the

Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

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

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

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

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor 30 days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

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

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. (94-2037) FOR THE PURPOSE OF AUTHORIZING A COMPETITIVE BID EXEMPTION AND THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH WESTERN ATTITUDES FOR THE CONTINUATION OF "CITI-SPEAK" PUBLIC OPINION SURVEYS.

Date: September 19, 1994

Presented by Merrie Waylett

### PROPOSED ACTION

Adoption of Resolution No. (94-2037) would authorize an exemption to competitive contract procedures and authorize the execution of the attached personal services contract (Exhibit B) with Western Attitudes. The contract will provide three public opinion surveys to determine public attitudes about a number of issues and programs staff and elected officials at Metro are concerned with during the contract period which runs through June 30, 1995.

### FACTUAL BACKGROUND

In September of 1991, Western Attitudes submitted a proposal to the Metro Executive Officer claiming to be "uniquely qualified" to conduct a series of community attitude surveys known as "Citi-Speak" and documenting their experience in performing such services for a number of cities, counties and special districts throughout the Portland Metropolitan area.

The Metro Executive Officer researched their claims, committed to a one-time "Citi-Speak: community attitude survey and executed a limited personal services contract with Western Attitudes. The Metro Executive was pleased with the results of that initial survey and additional surveys were commissioned, with questions designed by a panel representing the Executive Officer, Council, Metro Citizen Involvement Committee, the Metro Policy Advisory Committee, and the regional media. Results of the surveys were presented to Metro staff, Council, and members of Metro advisory groups to assist them in developing programs and policy.

The Metro Executive has been pleased with the results of those surveys, now feels that additional related work is warranted with funding proposed and approved for FY 1994-95, and is therefore requesting that the Metro Council, acting as Public Contract Review Board, authorize the execution of a new sole source contract with Western Attitudes for three community attitude surveys, to be conducted between October 1994 and June 30, 1995.

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 94-2037.

**AGENDA ITEM NO. 5.3**  
**Meeting Date: October 13, 1994**

**RESOLUTION NO. 94-2038**

## GOVERNMENTAL AFFAIRS COMMITTEE REPORT

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RESOLUTION NO. 94-2038, AUTHORIZING A COMPETITIVE BID EXEMPTION AND EXECUTION OF A SOLE SOURCE CONTRACT WITH PORTLAND CABLE ACCESS TELEVISION

Date: October 3, 1994

Presented by: Councilor Gates

**COMMITTEE RECOMMENDATION:** At its September 27, 1994 meeting the Governmental Affairs Committee voted 4-0 to recommend Contract Review Board adoption of Resolution No. 94-2038. Voting in favor were Councilor Gates, McFarland, Van Bergen and Wyers. Councilor Buchanan was absent.

**COMMITTEE DISCUSSION/ISSUES:** Merrie Waylett, Director of the Office of Public and Governmental Relations, presented the staff report. She discussed the prior evening's presentation of "Metro Matters" in response to a question from Councilor Gates. She outlined the proposed subject matter of scheduled monthly programs about Metro on cable access.

Councilor Van Bergen asked if staff had discussed presenting this series on Oregon Public Broadcasting (OPB), saying it would get far broader coverage. Ms. Waylett said they had not been consulted. Staff discussions were limited to Portland Cable Access because the \$10,000 budgeted for this project in 1994-95 was probably not enough to pay the costs to air the programs on OPB. Councilor Van Bergen said OPB would reach the many households without cable, and that arguments could be made that OPB should be doing more local production programming such as the proposed Metro project. He said he supports the idea of the program, but that the target is too low and more people would see the programs if they were aired on OPB. Councilor Gates asked if the programs could be re-broadcast on OPB. Ms. Waylett said she would explore that possibility with OPB.

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING A ) RESOLUTION NO. 94-2038  
COMPETITIVE BID EXEMPTION AND THE )  
EXECUTION OF A SOLE-SOURCE CONTRACT ) INTRODUCED BY  
WITH PORTLAND CABLE ACCESS ) RENA CUSMA  
TELEVISION ) EXECUTIVE OFFICER

WHEREAS, Portland Cable Access Television is a non-profit corporation which provides television airtime, studio access, and technical assistance for and on behalf of the public;

WHEREAS, The Metro Executive and the Council have a present need for such services to transmit information to the citizens of the Metro area, and to also establish additional ways for citizens of the region to communicate with elected officials and staff of Metro;

WHEREAS, The specific use of their services is unlikely to encourage favoritism in the awarding of or substantially diminish competition for public contracts; and

WHEREAS, The award of a public contract pursuant to this exemption process is expected to result in substantial cost savings; now, therefore

BE IT RESOLVED, That the Metro Contract Review Board hereby authorizes a competitive bid exemption pursuant to Metro Code Section 2.04.041(c), and the execution of a sole source contract with Portland Cable Access Television pursuant to Metro Code Section 2.04.060 for production and airing of nine programs on Metro, October 1994 - June 1995.

ADOPTED by the Metro Contract Board this \_\_\_\_\_  
day of \_\_\_\_\_, 1994.

Judy Wyers, Presiding Officer

## EXHIBIT A

### SCOPE OF WORK

Portland Cable Access Television shall provide technical assistance for and produce nine cable television shows for Metro, including three town hall forums. PCAT will also arrange for airing the Metro cable program on the local government channel so it will reach viewers in Clackamas, Multnomah and Washington Counties in Oregon, and Clark County, Washington.

1. Portland Cable Access Television will produce nine cable access television programs during FY 1994-95, including three town hall forums which will allow viewers to telephone the studio with questions for Metro councilors and the Executive Officer. The programs will be aired in September, October and November 1994; and in January, February, March, April, May and June 1995.
2. PCAT staff will meet with Metro staff to come to agreement on number of programs, topics and basic production schedule.
3. Staff of Portland Cable Access television will communicate regularly with Office of Public and Government Relations personnel assigned as liaison and with any other Metro staff necessary for production of the Metro program. Communication will include anticipated airing schedules for each production.
4. Portland Cable Access will provide appropriate video footage to accompany program scripts which will be given to them by the Office of Public and Government Relations.
5. The public access television company will provide studio time and location for in-studio programs at a time to be agreed on between PCAT and Metro, and will also provide a professional host to moderate each show.
6. PCAT will preview rough cuts of each television program with representatives of Metro and make any reasonable changes which are suggested during the viewing. They will also arrange for Metro representatives to view the final version of each program prior to airing.
7. Portland Cable Access Television will provide Metro with a taped copy of each program.

Project Production of Metro Cable Program  
 Contract No. 903959

### PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Portland Cable Access Television, referred to herein as "Contractor," located at 2766 NE MLK Blvd., Portland OR 97212.

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

1. Duration. This personal services agreement shall be effective October 1, 1994 and shall remain in effect until and including June 30, 1995, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A - Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for maximum a sum not to exceed Eight Thousand AND no/100THS DOLLARS (\$8,000.00).
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
  - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDs. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.



d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

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

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

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

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

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

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the

Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

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

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

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

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

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

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 94-2038 FOR THE PURPOSE OF AUTHORIZING A COMPETITIVE BID EXEMPTION AND THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH PORTLAND CABLE ACCESS TELEVISION.

Date: September 19, 1994

Presented by Merrie Waylett

### PROPOSED ACTION

Adoption of Resolution No. 94-2038 would authorize an exemption to competitive contract procedures and authorize the execution of the attached personal services contract (Exhibit B) with Portland Cable Access Television. The contract will provide for the production of nine television shows, including three town hall programs where members of the public will be able to call the studio and ask questions of Metro Councilors and the Executive Officer. The programs will be aired on the local government channel, reaching viewers throughout the Metro region and also in Clark County.

### FACTUAL BACKGROUND

During consideration of the 1994-95 proposed budget and the merger of public affairs and government relations staff, much of the discussion centered on the need to find additional ways for Metro to reach citizens in the region, and for Metro to provide more opportunity for the public to communicate with the regional government. There are approximately 267,000 cable television subscribers in the Tri-County region, and an additional 50,000 more are served in Vacouver and Clark County. There are an additional 300,000 homes in the region which have cable passing by them but in which the residents have not yet chosen to subscribe to the service. PCAT has broadcast Metro Council meetings since 1992.

A total of \$10,000 was approved and included in the adopted budget for implementation of a Metro cable television show, \$8,000 of which will be used to pay a portion of the costs incurred under the contract. The remaining \$2,000 is to be spent on design and construction of a set for in-studio productions, and also for marketing to assist in building audience awareness of the program. Technical services beyond those covered by the contract will be made available to Metro for this year as part of Portland Cable Access Television's commitment to help regional government reach a larger constituency.

A meeting was held in July between representatives of Metro and Portland Cable Access to clarify goals of the cable television show and agree on responsibilities. The first program, an overview of Metro, was scheduled to be aired initially on September 26, 1994.

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 94-2038.

**AGENDA ITEM NO. 6.1**  
**Meeting Date: October 13, 1994**

**ORDINANCE NO. 94-579**

## STAFF REPORT

# **CONSIDERATION OF ORDINANCE NO. 94-579, FOR THE PURPOSE OF AMENDING THE FY 1994-95 BUDGET AND APPROPRIATIONS SCHEDULE BY TRANSFERRING \$35,000 FROM THE GENERAL FUND CONTINGENCY TO MATERIALS AND SERVICES IN THE REGIONAL PARKS AND GREENSPACES DEPARTMENT AND RECOGNIZING A \$2,000 GRANT FROM THE USDA SOIL CONSERVATION SERVICE FOR THE PURPOSE OF MATCHING FEDERAL FUNDING TO SUPPORT THE COLUMBIA SLOUGH ENVIROCORPS PROJECT**

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Date: 4 October 1994

Presented by: Pat Lee

### BACKGROUND AND ANALYSIS

The Columbia Slough EnviroCorps Project is an AmeriCorps™ program developed by Metro in partnership with Portland State University, the East Multnomah County Soil and Water Conservation District and the U.S. Department of Agriculture, Soil Conservation Service. EnviroCorps received a \$199,600 grant from the Corporation for National and Community Service to provide a service learning experience for 20 adults, 18 years of age and older, in conservation natural resource management within the urban environment of the Portland metropolitan area.

The EnviroCorps program involves two components: 1) projects involving 8 full-time AmeriCorps™ members and a team leader; and 2) projects involving 10 part-time AmeriCorps™ members and a team leader. Both components hold specific work objectives: natural resource restoration, enhancement of lands for public usage, and establishment of trail access and interpretive exhibits within the Columbia Slough watershed. In addition to specific work projects, members will be involved in education, training, and community activities including programs designed to involve high school aged youth in work experiences and educational activities relating to important natural resource protection and restoration projects throughout the urban area.

### TOTAL ENVIROCORPS PROJECT BUDGET AND FUNDING

Total project budget is nearly \$280,000. The AmeriCorps™ Foundation has appropriated \$199,600 (hard cash). The District Conservationist for the State of Oregon has allocated an additional \$25,000 (hard cash) in discretionary federal funding toward the EnviroCorps project. Portland State University has committed \$14,720 (\$12,800 hard cash, \$1,920 soft match). Metro Parks and Greenspaces is able to commit approximately \$22,500 in existing resources as soft match. This is composed of .125 FTE Jim Morgan (Smith and Bybee Lakes Trust Fund), \$2,000 office supplies and services (US F&WS grant), and \$12,500 consultant and design services for the Whittaker School management plan (Multnomah County Natural Areas Fund). Metro Planning is able to commit approximately \$8,000 in existing resources as soft match (.125 FTE Rosemary Furfey - excise tax). An additional \$35,000 in hard cash match from non-federal Metro funds is necessary to initiate the EnviroCorps project. Local match is approximately 29% of total project cost with hard match approaching 17% of total project cost.

## COOPERATOR ROLES AND RESPONSIBILITIES

A Memorandum of Understanding among the U.S. Department of Agriculture Soil Conservation Service, the East Multnomah County Soil and Water Conservation District, Metro and Portland State University will be executed as an intergovernmental agreement to undertake the project. Attachment 1 to this staff report is a draft of the MOU/intergovernmental agreement. The USDA Soil Conservation Service is the federal agency through which all federal funding is channeled. The local fiscal agent is the East Multnomah County Soil and Water Conservation District. Metro and Portland State University will act as subcontractors to the Soil and Water Conservation District. Metro will be responsible for the selection, design and oversight of environmental restoration projects. Portland State University will be responsible for selection design and oversight of the educational and community-building aspects of the project.

A management team of representatives from the above agencies will oversee completion of the EnviroCorps Project.

### EnviroCorps Project Staffing

1.00 FTE EnviroCorps Project Coordinator - This individual will be hired by the Soil and Water Conservation District to oversee the project, but will be based at Metro's Regional Parks and Greenspaces Department at Metro Regional Center.

0.25 FTE EnviroCorps Administrative Assistant - This individual will be hired by the Soil and Water Conservation District and will be based at the SWCD offices.

0.25 FTE Environmental Programs Director - Existing staff from Metro's Regional Parks and Greenspaces and Planning Departments will assume this responsibility.

0.25 FTE Environmental Program Assistant - This individual will be hired by the Soil and Water Conservation District to assist the Environmental Programs Director, but will be based at Metro's Regional Parks and Greenspaces Department at Metro Regional Center.

0.40 FTE Educational Programs Director - Existing Portland State University staff will assume this responsibility.

0.50 FTE Educational Programs Assistant - Existing Portland State University staff will assume this responsibility.

2.00 FTE Work Crew Team Leaders - These will be hired by the Soil and Water Conservation District. These are primarily field based positions but they will report to a Regional Parks and Greenspaces facility to be determined.

8.00 FTE Full-Time Student Team Members - These will be hired by the Soil and Water Conservation District. They will report to a team leader at a Regional Parks and Greenspaces facility, or another facility to be determined.

5.00 FTE Ten (Part-Time) Student Team Members - These will be hired by the Soil and Water Conservation District. They will report to a team leader at a Regional Parks and Greenspaces facility, or another facility to be determined.

### EnviroCorps Funding Responsibilities

Attachment A to the M O U/intergovernmental agreement outlines a budget for the EnviroCorps project, excluding the \$159,380 dedicated to student stipends per the terms of the grant award.

In summary:

- \$159,380 of the AmeriCorps™ grant award is dedicated to compensation for student team members, team leaders, personal services benefits.
- \$40,220 of the AmeriCorps™ funding is to be allocated for direct support to team members, including training.
- SCS funding partially supports the Educational Programs Director, the EnviroCorps Administrative Assistant, the Environmental Programs Assistant, and some materials and services.
- Metro funding supports the EnviroCorps Project Coordinator, the Environmental Programs Director, and some materials and services.
- PSU funding partially supports the Education Programs Director and the Education Programs Assistant.

### BENEFITS TO METRO

Metro has been involved in efforts to restore the Columbia Slough over the last several years. Specific areas of interest have included the Fairview Creek Watershed (headwaters of the Slough), the old Whittaker School vicinity, and the St. Johns Landfill/Smith and Bybee Lakes vicinity. Several Greenspaces restoration grants, environmental education grants, and GreenCity Data teams have focused efforts along the Slough. The EnviroCorps project will reinforce and expand Metro's commitment to restoration of the Slough and education of the community about its value and Metro's leadership in restoring the Slough. The EnviroCorps members will provide the following:

- labor necessary to complete Slough restoration projects at Whittaker School, Smith and Bybee Lakes and other areas;
- assistance in projects designed to improve water quality in the Slough;
- personal educational and job training to local school students;
- role models to disadvantaged youth in their commitment to community service;
- information to local communities regarding the importance of urban greenspaces and Metro's leadership in their protection and enhancement.

### BUDGET IMPACT

Ordinance No. 94-579 requests a \$35,000 transfer from General Fund Contingency to the Regional Parks and Expo Fund to provide revenue to support an EnviroCorps Project Coordinator position hired by the East Multnomah County Soil and Water Conservation District. A corresponding expenditure in the materials and services major object code for the Planning and Capital Development Division would need to be authorized.

The position would be filled on a temporary basis from October 1, 1994 to September 30, 1995 to coincide with the term of the AmeriCorps™ grant which is based on the federal fiscal cycle.

The Regional Parks and Greenspaces Department alerted the Council Finance Committee of the prospect for the EnviroCorps grant award, including hard match requirement, at the June 22, 1994 Committee meeting. Attachment 2 to this staff report is the June 22, 1994 correspondence from Charlie Ciecko, Director of Regional Parks and Greenspaces, presented to the Committee at the meeting. District 11 Councilor Ed Washington was personally involved in the final negotiations with the Soil Conservation Service that led to the proposal before you today. An update on the EnviroCorps grant and pending budget amendment was also presented to the Council Finance Committee on September 28, 1994.

Ordinance No. 94-579 would also recognize \$2,000 in new federal revenue in the Regional Parks and Expo Fund from the USDA Soil Conservation Service. The corresponding expenditure authorization would be \$2,000 in materials and services in the Planning and Capital Development Division for Metro FY 1994-95.

It is expected that a second grant request to continue the EnviroCorps project for another year would be submitted to the AmeriCorps™ foundation prior to June 30, 1995.

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 94-579.



BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1994-95 )  
BUDGET AND APPROPRIATIONS )  
SCHEDULE BY TRANSFERRING \$35,000 )  
FROM THE GENERAL FUND CONTINGENCY )  
TO MATERIALS AND SERVICES IN THE )  
REGIONAL PARKS AND GREENSPACES )  
DEPARTMENT AND RECOGNIZING A \$2,000 )  
GRANT FROM THE USDA SOIL )  
CONSERVATION SERVICE FOR THE )  
PURPOSE OF MATCHING FEDERAL )  
FUNDING TO SUPPORT THE COLUMBIA )  
SLOUGH ENVIROCORPS PROJECT; AND )  
DECLARING AN EMERGENCY )

ORDINANCE NO. 94-579

Introduced by Ed Washington,  
Deputy Presiding Officer

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1994-95 Budget; and

WHEREAS, ORS 294.326(2) allows the expenditure in the year of receipt of grants received in trust for specific purpose without a supplemental budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL HEREBY ORDAINS;

1. That the FY 1994-95 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$35,000 from the General Fund Contingency to the Regional Parks and Expo Fund and recognizing a \$2,000 grant from the USDA Soil Conservation Service to provide match for federal funding and support the Columbia Slough Envirocorps Project.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

ATTEST:

\_\_\_\_\_  
Judy Wyers, Presiding Officer

\_\_\_\_\_  
Clerk of Council

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KTR

**Exhibit A  
Ordinance No. 94-579**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund Resources</b>							
<u>Resources</u>							
305000	Fund Balance - general (Intergov't Rev)		495,040		0		495,040
391010	Trans. of Resources from General Fund		84,474		0		84,474
<b>REGIONAL PARKS &amp; GREENSPACES</b>							
305000	Fund Balance - restricted		256,494		0		256,494
322000	Boat Ramp Use Permit		400		0		400
331110	Federal Grants-Operating-Direct						
	U.S. Fish & Wildlife Service (Years 1 & 2)		362,581		0		362,581
	U.S. Fish & Wildlife Service (Year 3)		218,000		0		218,000
	U.S. Fish & Wildlife Service (Year 4)		228,000		0		228,000
	USDA Soil Conservation Service		0		2,000		2,000
331120	Federal Grants-Operating-Indirect						
	NSF/Saturday Academy		14,346		0		14,346
	FHWA/CMAQ		20,340		0		20,340
331300	Federal Grants-Capital		10,000		0		10,000
334110	State Grants-Operating-Direct						
	Oregon State Parks		15,000		0		15,000
337210	Local Grants-Operating-Direct				0		
	City of Portland, IPA/EPA		27,500		0		27,500
	Local governments		26,500		0		26,500
	Bybee-Howell		15,000		0		15,000
338000	Local Gov't Shared Revenues-R.V. Registration Fees		271,000		0		271,000
338200	Local Gov't Shared Revenues-Marine Fuel Tax		135,000		0		135,000
339200	Intergovernmental Revenue (County transfer)		10,300		0		10,300
339200	Contract Services		465,979		0		465,979
341700	Cemetery Services		93,523		0		93,523
341710	Cemetery Sales		42,736		0		42,736
347100	Admissions		325,000		0		325,000
347120	Reservation Fees		100,244		0		100,244
347220	Rental-Buildings		50,000		0		50,000
347300	Food Service		5,850		0		5,850
347830	Contract Revenue		699,188		0		699,188
347900	Other Miscellaneous Revenue		20,900		0		20,900
347960	Boat Launch Fees		110,000		0		110,000
361100	Interest Earned		26,726		0		26,726
373500	Sale of Proprietary Assets		15,277		0		15,277
391010	Trans. of Resources from General Fund		509,335		35,000		544,335
393761	Trans. Direct Costs from Smith & Bybee Lakes Fund		25,429		0		25,429
39376X	Trans. Direct Costs from Regional Parks Trust Fund		3,960		0		3,960
<b>EXPO CENTER</b>							
305000	Fund Balance - restricted		243,000		0		243,000
347220	Rental-Buildings		518,620		0		518,620
347300	Food Service		443,560		0		443,560
347900	Other Miscellaneous Revenue		78,460		0		78,460
374000	Parking Fees		541,890		0		541,890
<b>TOTAL RESOURCES</b>			<b>6,509,652</b>		<b>37,000</b>		<b>6,546,652</b>

**Exhibit A  
Ordinance No. 94-579**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Greenspaces Department</b>							
<b>Total Personal Services</b>		<b>44.85</b>	<b>1,701,637</b>	<b>0.00</b>	<b>0</b>	<b>44.85</b>	<b>1,701,637</b>
<b>Materials &amp; Services</b>							
521100	Office Supplies		5,060		2,000		7,060
521110	Computer Software		7,835		0		7,835
521111	Computer Supplies		720		0		720
521210	Landscape Supplies		9,443		0		9,443
521220	Custodial Supplies		7,245		0		7,245
521240	Graphics/Reprographic Supplies		1,100		0		1,100
521250	Tableware Supplies		1,100		0		1,100
521260	Printing Supplies		735		0		735
521270	Animal Food		100		0		100
521290	Other Operating Supplies		16,931		0		16,931
521292	Small Tools		2,889		0		2,889
521293	Promotional Supplies		1,625		0		1,625
521310	Subscriptions		900		0		900
521320	Dues		475		0		475
521510	Maintenance & Repairs Supplies-Building		12,930		0		12,930
521520	Maintenance & Repairs Supplies-Grounds		28,733		0		28,733
521540	Maintenance & Repairs Supplies-Equipment		10,360		0		10,360
523100	Merchandise for Resale-Food		9,775		0		9,775
523200	Merchandise for Resale-Retail		2,750		0		2,750
524110	Accounting & Auditing Services		4,200		0		4,200
524190	Miscellaneous Professional Services		1,146,884		0		1,146,884
525110	Utilities-Electricity		26,795		0		26,795
525120	Utilities-Water & Sewer Charges		10,030		0		10,030
525140	Utilities-Heating Fuel		3,750		0		3,750
525150	Utilities-Sanitation Service		17,305		0		17,305
525190	Utilities-Other		2,000		0		2,000
525610	Maintenance & Repair Services-Building		825		0		825
525640	Maintenance & Repair Services-Equipment		4,659		0		4,659
525710	Equipment Rental		30,933		0		30,933
525740	Capital Lease		2,750		0		2,750
526200	Ads & Legal Notices		11,125		0		11,125
526310	Printing Services		88,765		0		88,765
526320	Typesetting & Reprographics Services		6,100		0		6,100
526410	Telephone		8,152		0		8,152
526420	Postage		27,495		0		27,495
526440	Delivery Services		575		0		575
526500	Travel		3,850		0		3,850
526510	Mileage Reimbursement		1,675		0		1,675
526690	Concessions/Catering Contract		26,950		0		26,950
526700	Temporary Help Services		1,000		0		1,000
526800	Training, Tuition, Conferences		7,065		0		7,065
529910	Uniform Supply		6,950		0		6,950
528100	License, Permits, Payment to Agencies		216,915		35,000		251,915
526900	Miscellaneous Other Purchased Services		220		0		220
528310	Real Property Taxes		82,500		0		82,500
529500	Meetings		1,450		0		1,450
529835	External Promotion		29,188		0		29,188
<b>Total Materials &amp; Services</b>			<b>1,890,812</b>		<b>37,000</b>		<b>1,927,812</b>
<b>Total Capital Outlay</b>			<b>417,236</b>		<b>0</b>		<b>417,236</b>
<b>TOTAL EXPENDITURES</b>		<b>44.85</b>	<b>4,009,685</b>	<b>0.00</b>	<b>37,000</b>	<b>44.85</b>	<b>4,046,685</b>

**Exhibit A**  
**Ordinance No. 94-579**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>** For Information Only **</b>							
<b>Regional Parks and Greenspaces Department (Administration)</b>							
<b>TOTAL EXPENDITURES</b>		<b>4.00</b>	<b>216,720</b>	<b>0</b>	<b>4.00</b>	<b>216,720</b>	

**Regional Parks and Greenspaces Department (Operations and Maintenance)**

<b>TOTAL EXPENDITURES</b>		<b>32.35</b>	<b>1,696,067</b>	<b>0</b>	<b>32.35</b>	<b>1,696,067</b>	
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**Regional Parks and Greenspaces Department (Planning and Capital Development)**

<b>Total Personal Services</b>		<b>8.50</b>	<b>456,379</b>	<b>0.00</b>	<b>0</b>	<b>8.50</b>	<b>456,379</b>
<b>Materials &amp; Services</b>							
521100	Office Supplies		3,450		2,000		5,450
521110	Computer Software		2,585		0		2,585
521111	Computer Supplies		500		0		500
521210	Landscape Supplies		4,943		0		4,943
521240	Graphics/Reprographic Supplies		950		0		950
521250	Tableware Supplies		1,100		0		1,100
521260	Printing Supplies		550		0		550
521290	Other Operating Supplies		2,050		0		2,050
521292	Small Tools		500		0		500
521293	Promotional Supplies		1,625		0		1,625
521310	Subscriptions		900		0		900
521320	Dues		175		0		175
523100	Merchandise for Resale-Food		4,975		0		4,975
523200	Merchandise for Resale-Retail		2,750		0		2,750
524190	Miscellaneous Professional Services		1,039,714		0		1,039,714
525640	Maintenance & Repairs Services-Equipment		2,000		0		2,000
525710	Equipment Rental		19,883		0		19,883
525740	Capital Lease		2,750		0		2,750
526200	Ads & Legal Notices		10,100		0		10,100
526310	Printing Services		85,140		0		85,140
526320	Typesetting & Reprographics Services		6,100		0		6,100
526410	Telephone		2,500		0		2,500
526420	Postage		27,495		0		27,495
526440	Delivery Services		575		0		575
526500	Travel		3,850		0		3,850
526510	Mileage Reimbursement		1,675		0		1,675
526700	Temporary Help Services		1,000		0		1,000
526800	Training, Tuition, Conferences		2,500		0		2,500
529910	Uniform Supply		500		0		500
528100	License, Permits, Payment to Agencies		300		35,000		35,300
529500	Meetings		1,450		0		1,450
529835	External Promotion		29,188		0		29,188
<b>Total Materials &amp; Services</b>			<b>1,263,773</b>		<b>37,000</b>		<b>1,300,773</b>
<b>Total Capital Outlay</b>			<b>376,746</b>		<b>0</b>		<b>376,746</b>
<b>TOTAL EXPENDITURES</b>		<b>8.50</b>	<b>2,096,898</b>	<b>0.00</b>	<b>37,000</b>	<b>8.50</b>	<b>2,133,898</b>

**Exhibit A**  
**Ordinance No. 94-579**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Expo Center</b>							
<b>TOTAL EXPENDITURES</b>		<b>11.70</b>	<b>1,410,794</b>	<b>0</b>	<b>11.70</b>	<b>1,410,794</b>	

**Regional Parks and Expo Fund General Expenses**

<u>Interfund Transfers</u>							
581610	Trans. Indirect Costs to Supp. Svcs. Fun		405,977		0		405,977
581615	Trans. Indirect Costs to Risk Mgmt Fund-Liability		76,392		0		76,392
581615	Trans. Indirect Costs to Risk Mgmt Fund-Worker Comp		14,467		0		14,467
581513	Trans. Indirect Costs to Bldg Mgmt Fund-Metro Center		0		0		0
581513	Trans. Indirect Costs to Bldg Mgmt Fund-Reg. Center		81,584		0		81,584
583751	Transfer Direct Costs to Metro ERC Admin. Fund		73,500		0		73,500
<b>Total Interfund Transfers</b>			<b>651,920</b>		<b>0</b>		<b>651,920</b>
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		383,999		0		383,999
599990	Unappropriated Balance		53,254		0		53,254
<b>Total Contingency and Unappropriated Balance</b>			<b>437,253</b>		<b>0</b>		<b>437,253</b>
<b>TOTAL EXPENDITURES</b>		<b>56.55</b>	<b>6,509,652</b>	<b>0.00</b>	<b>37,000</b>	<b>56.55</b>	<b>6,546,652</b>

MEMORANDUM OF UNDERSTANDING  
between  
EAST MULTNOMAH SOIL & WATER CONSERVATION DISTRICT  
and  
USDA, SOIL CONSERVATION SERVICE  
and  
PORTLAND STATE UNIVERSITY  
and  
METRO

Relative to: Joint funding and program support for the EnviroCorps program.

This agreement is by and between the United States Department of Agriculture, Soil Conservation Service (hereafter referred to as the Service), the East Multnomah Soil and Water Conservation District (hereafter referred to as the District), Portland State University (hereafter referred to as the University) and Metro.

**Purpose:**

The Service, the District, the University and Metro have the common objective in the development and implementation of programs which foster community service and the practices of good conservation of our natural resources. Toward that end, each of the parties to this agreement have commonly agreed to participate in the EnviroCorps program which is to provide service learning opportunities for 20 adults in the Portland Metropolitan Area as part of the national AmeriCorps program. Each of the parties to this agreement has interest in and contribution to this local effort. This agreement solidifies the terms by which each of the parties will cooperatively use those resources toward the objectives of this program.

**It is Mutually Agreed:**

The Service will:

1. Provide grant funds received from the Corporation for National and Community Service for this agreement upon receipt of form SF-270, not to exceed \$65,220 as identified in the budget in Attachment A.
2. Provide necessary direction and guidance to District employees in all areas where the Service has primary responsibility.
3. Provide payroll and employment support to all EnviroCorps members selected for the program upon receipt of required documentation from the District. The personnel costs of the EnviroCorps team leaders and members will be paid by the Service on behalf of the Corporation for National and Community Service.

**MEMORANDUM OF UNDERSTANDING**  
**PAGE (2 of 5)**

4. Submit to the District all pertinent information and documentation received from the USDA National Service Office regarding AmeriCorps programs.
5. Submit to the USDA National Service Office all required reports regarding the EnviroCorps program.
6. Authorize Service employees to participate in the EnviroCorps Management Team comprised of representatives from Metro and the University to determine work projects and support needed for implementation service and education activities of EnviroCorps member teams.
7. Authorize Service employees to provide technical assistance to the work projects which are approved and authorized by EnviroCorps Management Team; total time for such assistance shall not exceed .10 FTE of Service employees.
8. Assist in developing funding support from sponsor and partner agencies; assist in preparing application for program continuation.

The District will:

1. Pay the University and Metro in the fixed amount of \$26,220 and \$10,000 respectively for services performed under this agreement as detailed in Attachment A. Payment to the University will be made in accordance with the schedule below within thirty days following the receipt of invoices. Payments are to be sent to PSU, Attn: Research Accounting, PO Box 751, Portland, Oregon 97207.

1st Installment	12/31/94	25%	\$6,555.00
2nd Installment	3/31/95	25%	\$6,555.00
3rd Installment	6/30/95	25%	\$6,555.00
Final Installment	Upon completion	25%	<u>\$6,555.00</u>
	<b>Total</b>		<u><b>\$26,220.00</b></u>

2. Provide equipment and supplies, within fund limitations and as identified in the budget in Attachment A, needed to carry out the EnviroCorps program.
3. Establish the qualifications and classification of District employees assigned to support the EnviroCorps program in cooperation with Metro and the University; including the EnviroCorps Program Coordinator and Administrative Assistant position.
4. Advertise, recruit and select District employees assigned to support the EnviroCorps program in cooperation with Metro and the University.
5. Provide to the Service necessary documentation and payroll information regarding EnviroCorps member hours in conformance with Service requirements.
6. Submit to Metro and the University all pertinent information regarding AmeriCorps received from the Service.



MEMORANDUM OF UNDERSTANDING  
PAGE (3 of 5)

7. Provide all pertinent information and required documentation for program reporting as determined by the USDA National Service Office to the Service in a timely fashion to enable the Service to meet reporting requirements by the USDA National Service Office.
8. Provide staff support to Management Team in recording minutes of meetings and providing scheduling the Team's activities and meetings.
9. Receive \$35,000 of non-federal funds from Metro for the full-time position of EnviroCorps Program Coordinator. This position will be responsible for community liaison, developing external funding for work projects, and developing plans for scheduling and monitoring work projects.

Metro will:

1. Provide non-federal funds to the District for the EnviroCorps Program Coordinator position, upon the approval of the Metro Council, as identified in the budget in Attachment A.
2. Provide to the District all required documentation for transference of District funds to Metro pursuant to this agreement.
3. Authorize Metro employees to participate in the EnviroCorps Management Team comprised of representatives from the Service, the District, and the University to determine work projects and support needed for implementation service and education activities of EnviroCorps member teams.
4. Authorize Metro employees to provide staff support to work projects and educational program which are approved and authorized by EnviroCorps Management Team; total time for such assistance shall not exceed .25 FTE of Metro employee(s) designated as Environmental Director for the program.
5. Establish the qualifications and classification of District employee assigned to support the EnviroCorps program in cooperation with the Service, the District, and the University; including the Environmental Program Assistant position.
6. Advertise, recruit and select Metro employees assigned to support the EnviroCorps program in cooperation with the Service and the University.
7. To develop work project plans and requisite training, equipment and supplies needed for the "full time" EnviroCorps service team in accordance with the program objectives as outlined in Attachment B, EnviroCorps Work Program Summary; submit such plans to the EnviroCorps management team for approval; provide primary direction and supervision for implementation of such plans as approved by the management team.
8. Provide assistance to work project implementation being conducted by "part time" service team to the extent determine necessary by the management team within the limits of funding.
9. Assist in developing funding support from sponsor and partner agencies; assist in preparing application for program continuation.

MEMORANDUM OF UNDERSTANDING

PAGE (4 of 5)

The University will:

1. Provide in-kind contribution up to the maximum amount of \$14,720 for the EnviroCorps Program as detailed in the budget in Attachment A.
2. Assign University employee as Educational Program Director to participate in the EnviroCorps Management Team comprised of representatives from Service and Metro to determine work projects and support needed for program implementation of the environmental service projects and education activities of EnviroCorps member teams. Total effort of this participation shall not exceed 0.40 FTE (50% of the personnel cost for this position will be paid by funds received from the District under this agreement).
3. Assign University employee to provide staff support to work projects and educational program which are approved and authorized by EnviroCorps Management Team; total time for such assistance shall not exceed .0.50 FTE of University employee designated as Educational Program Assistant (total personnel costs of this position will be paid from funds received from the District under this agreement).
4. Invoice the District on a quarterly basis in accordance with the aforementioned schedule.
5. Within the limits of funding, develop work project plans and requisite training, equipment and supplies needed for the "part time" EnviroCorps service team in accordance with the program objectives as outlined in Attachment B, EnviroCorps Work Program Summary; submit such plans to the EnviroCorps management team for approval; provide primary direction and supervision for implementation of such plans as approved by the management team.
6. Within the limits of funding, develop education support program for all EnviroCorps members in accordance with the program objectives as outlined in Attachment B, EnviroCorps Work Program Summary; submit such plans to the EnviroCorps management team for approval; provide primary direction and supervision for implementation of such plans as approved by the management team.
7. Within the limits of funding develop training and orientation program for all EnviroCorps members; submit such plans to the EnviroCorps management team for approval; provide primary direction and supervision for implementation of such plans as approved by the management team.
8. Provide assistance to program staff and management team on work project implementation being conducted by "full time" service team to the extent determine necessary by the management team within the limits of funding.
9. Assist in developing funding support from sponsor and partner agencies; assist in preparing application for program continuation.

**Be It Further Mutually Understood and Agreed:**

1. All arrangements made in addition to this agreement shall be in writing and mutually agreed to.
2. If administrative problems arise, the parties to the agreement will need to negotiate solutions to the problems and will record the mutually agreeable resolutions in writing.

MEMORANDUM OF UNDERSTANDING  
PAGE (5 of 5)

3. This Memorandum of Understanding shall be effective on the date signed and remain in effect until September 30, 1995. It may be terminated at any time by any party giving the other parties 30 days notice in writing. Cost may be incurred from 10/1/94.

The program or activities conducted under this agreement or Memorandum of Understanding will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975. The program or activities will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that "no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof."

USDA Soil Conservation Service

By \_\_\_\_\_

Date \_\_\_\_\_

East Multnomah Soil and Water  
Conservation District

By \_\_\_\_\_

Date \_\_\_\_\_

Metropolitan Service District

By \_\_\_\_\_

Date \_\_\_\_\_

Portland State University

By \_\_\_\_\_

Date \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
 ATTACHMENT A  
 PAGE (1 of 1)

Attachment A  
 EnviroCorps Program Budget

Program Expenses	Funding Sources						
	SCS*	SCS**	SCS***	Metro*	Metro	PSU	Total
Program Coordinator				35,000			35,000
Enviro Director (.25 FTE)					16,000		16,000
Enviro Program Ass't (.25 FTE)	8,000						8,000
Education Director (.40 FTE)		12,800				12,800	25,600
Education Ass't (.50 FTE)		5,000					5,000
Administrative Asst. (.25 FTE)	5,000						5,000
Van Leases (2)	12,000						12,000
Office Equip and Supplies	2,000		2,000		2,000		6,000
Member Equip and Supplies	4,000						4,000
Education and Training Mat. & Exp	4,000						4,000
Evaluation and Documentation		5,000					5,000
Misc (professional services)	2,000						2,000
Design Services					12,500		12,500
Equip Rental/Leases							
Project Materials							
Admin		3,420				1,920	5,340
	37,000	26,220	2,000	35,000	30,500	14,720	145,440

- \* IGA with East Mult SWCD
- \*\* IGA with East Mult SWCD sub contract with PSU
- \*\*\* IGA with East Mult SWCD sub contract with Metro

MEMORANDUM OF UNDERSTANDING  
ATTACHMENT B  
PAGE (1 of 2)

**Attachment B**  
**EnviroCorps Work Program Summary**

**I General Program Overview**

EnviroCorps is an AmeriCorps© program developed in partnership with Metro, Portland State University, East Multnomah Soil and Water Conservation District and Soil Conservation Service. EnviroCorps received a grant from the Corporation for National and Community Service to provide a service learning experience for 20 adults, 18 years of age and older, in conservation natural resource management within the urban environment of the Portland metropolitan area. The EnviroCorps program will involve two components: (1) projects involving 8 full-time AmeriCorps members and a team leader; and (2) projects involving 10 part-time AmeriCorps members and a team leader. Both components hold specific work objectives: natural resource restoration, enhancement of lands for public usage, and establishment of trail access and interpretive exhibits within the Columbia Slough watershed. In addition to the specific work projects, members will be involved in education, training, and community activities including programs designed to involve high school aged youth in work experience and educational activities relating to important natural resource protection and restoration projects throughout the urban area. The work week for EnviroCorps is Tuesday through Saturday.

**II EnviroCorps Program Components and Member Time Allocation:**

**Service Activities (50% of total Member time) :**

Services provided by EnviroCorps members will be directed toward the general areas of environmental restoration etc. The service activities will be of two general types:

**1. Priority projects:** Each service team will be directed toward the accomplishment of a major service activity to which each service team will direct its efforts over the course of the entire year. These priority projects will consist of the elements identified in the original grant and be principally directed toward accomplishing significant and demonstrable improvements in target areas involving natural resource protection and restoration in Columbia Slough watershed. Target areas include Whitaker Ponds, Smith Bybee Lakes as well as public lands adjacent to neighborhoods in North and North East Portland in proximity to the Columbia Slough. Service activities will include natural resource restoration, enhancement of lands for public usage, and establishment of trail access and interpretive exhibits within the Columbia Slough watershed.

**2. Special Limited term projects:** each service team will be involved in several special limited term projects designed to promote the awareness and involvement of the community at large as well as enhance the skills and awareness of the team members. Such projects may include all members working together or be performed separately by one of the teams. Though efforts will be made to focus these projects on environmental issues faced by neighboring communities in the Columbia Slough area, there may be a few such projects which are outside of these areas. Such projects may include tree plantings, litter removal, community garden construction, construction of interpretive exhibits, unwanted vegetation removal and habitat enhancement construction, etc.

**MEMORANDUM OF UNDERSTANDING  
ATTACHMENT B  
PAGE (2 of 2)**

**Community Building Activities (30% of Member time Allocation):**

Each member will be involved in activities designed to promote the awareness and involvement of community members in the service projects being performed by members. Each member will work with peer members in teams to identify and perform community outreach and education projects designed to enhance community and educational institutions involvement in the service projects. In this regard volunteers and students will be recruited and supported by EnviroCorps members in performing service projects. This can include community canvassing and needs assessments, public presentations at school and community meetings; volunteer recruitment and supervision at service work sites; student mentoring, etc.

**Member Development (20% of Member time Allocation):**

Each member will be involved in identifying and furthering individual educational and skill needs and interests. This will include the completion of a personal assessment of educational and skill development plan; participating in field trips to sites of interest and relevance to the service activities; attending presentations by environmental and community development specialists; maintaining daily journals; completing program and personal development assessments and evaluations; preparing for educational advancement.

**III Program Structure**

**Management Team**

Service, community building and education activities will be managed by the EnviroCorps management team. Representatives for SCS, East Multnomah Soil and Water Conservation District, Metro and Portland State University will comprise the management team. The Program Coordinator will be principally responsible for developing the agenda and maintaining records and documentation of management team decisions.

**Full Time Service Team**

Full time service team members will be working on an 9 person environmental work crew comprised of EnviroCorps Team Members and a Team Leader. Team members will perform physical labor on environmental projects as well as work with community organizations and high school students. Work will be supervised by a team leader. The typical work week will involve 40 hours and will be for Tuesday through Saturday. The duration of service under this agreement is for 1700 hours within the year for each full time member.

**Part Time Service Team**

Part time service team members will be working on an 11 person environmental work crew made up of EnviroCorps Team Members and a Team Leader. Team members will perform physical labor on environmental projects as well as work with community organizations and school students. Work will be supervised by a team leader. The typical work week for the months October through May will involve 16 hours and will be for Tuesday through Saturday. For the months of June through August will involve 40 hours per week. The duration of service is 900 hours within the year for each part time member.



METRO

ATTACHMENT 2

DATE: June 22, 1994

TO: Rod Monroe, Chairman of the Council Finance Committee

FROM: *C. K.* Charlie Ciecko, Director of Regional Parks and Greenspaces

SUBJECT: Anticipated grant from U.S. Department of Agriculture

Councilor Ed Washington has informed me that Metro will receive a grant from the U.S. Department of Agriculture, Soil Conservation Service to provide a service learning experience for 32 young adults in conservation and natural resource management within the urban environment of the Portland metropolitan area. The grant award addresses two needs: 1) protection and restoration of natural resource areas within urban watersheds; and 2) employment and educational support for inner city youth.

Although we have not yet received written confirmation of the amount of the grant, our application for grant award totalled more than \$910,000 over a two year period. At that level there is a required "hard" match of nearly \$47,000 over the two year period among a total match, including hard cash and in lieu services, of approximately \$194,000.

Once written notification of the grant award is received, which could be any day, we will need to prepare an amendment to the adopted FY 1994-95 budget to recognize the revenue and authorize expenditure of funds. At that time it will be necessary to appropriate general fund revenues to the Parks and Expo Fund to meet the hard match requirement.

Regarding the hard match for the first year (estimated at \$23,500) Regional Parks and Greenspaces anticipates returning \$22,000 in FY 1993-94 contingency to the general fund that will not be spent prior to June 30. This would provide an excellent opportunity to fund the bulk of the first year match without significantly drawing down budgeted FY 1994-95 general fund contingency early in the fiscal year.

cc: Dick Engstrom  
Jennifer Sims  
Ed Washington

# AmeriCorps to help restore some of Columbia Slough

■ Workers in the new program will receive a small monthly wage and college tuition credits for their part in the project

By **JOE FITZGIBBON**

*Correspondent, The Oregonian*

At least two dozen of President Clinton's newly created AmeriCorps workers will be helping restore portions of the Columbia Slough before the end of summer.

On Monday, President Clinton announced the creation of AmeriCorps, a cadre of 20,000 young men and women to work on soil conservation projects in return for college tuition waivers and monthly living expenses.

In a program patterned after Peace Corps and Vista, college-aged young people will work for a year restoring wildlife habitats, farmlands and urban greenspaces. In addition to a stipend of about \$700 a month, AmeriCorps volunteers will earn a \$4,725 tuition credit to be applied to a college of their choice.

The Corporation for National and Community Service (CNCS), under the guidance of the U.S. Department of Agriculture, selected a Portland

project to restore portions of the Columbia Slough and Whitaker Pond as a model for the national service program.

"This sends out an important message to the entire region, but especially the African-American community that we are going to do something about environmental damage," said Metro Councilor Ed Washington, who co-sponsored the project proposal with Portland State Professor Barry Messer. Washington grew up in North Portland near the Columbia Slough and said that he has made its restoration a personal goal.

"People of color have been fishing and using the slough for recreation and it's long past time we make it the jewel it's always had the potential to be."

According to Messer, the program will hire 20 youths full-time to work on restoration projects along the slough over the next two years. Another dozen part-time college students will act as mentors for high school students from Roosevelt, Grant, Jefferson and Marshall high schools studying natural resource management along the 18-mile waterway.

Messer said that he and Washing-

## ENVIRONMENTAL PEACE CORPS

■ **WHAT:** The newly created AmeriCorps to help solve environmental problems.

■ **WHO'S IN IT:** High school and college students.

■ **WHAT DO THEY DO:** In Portland, the job will be work along the Columbia Slough and Whitaker Pond

■ **WHAT DO THEY GET:** A \$700 monthly stipend and up to \$4,725 in tuition credits.

■ **WHERE TO CALL:** Contact Ed Washington at Metro, 797-1546 or call 1-800-94ACORPS.

ton spent more than a year drafting the slough proposal and expected work to get under way around Labor Day.

"The actual amount of money we will have to spend has not been determined yet, but it might be close to \$1 million," said Messer.

For its initial year, CNCS will fund 42 different AmeriCorps projects operating in 32 states. Portland and five other urban sites were selected for funding, including Atlanta, Chicago, East St. Louis, Boston and Washington, D.C.



**AGENDA ITEM NO. 6.2**  
**Meeting Date: October 13, 1994**

**ORDINANCE NO. 94-580**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ADDING A NEW ) ORDINANCE NO. 94-580  
TITLE TO THE METRO CODE CREATING )  
AN ADMINISTRATION CODE, AND ) Introduced by Governmental  
DECLARING AN EMERGENCY ) Affairs Committee

METRO COUNCIL HEREBY ORDAINS AS FOLLOWS:

Section 1. The following Title is hereby added to the  
Metro Code:

TITLE 10

ADMINISTRATION CODE

CHAPTER 1

ORGANIZATION AND PURPOSE

Section 10.01.010 Purpose:

The purpose of the Administration Code is to set forth the Metro administrative organizational structure. The Code shall identify all existing Metro departments and offices, their purpose, roles and functions. The roles and functions of each department and office shall include those activities performed by administrative divisions, sections and programs.

Section 10.01.020 Budget Appropriations are Controlling

Notwithstanding the power of a department director, the auditor, general counsel and public and governmental relations officer to reorganize their respective departments or offices, no reorganization of divisions, sections or programs identified as separate appropriation units may occur without the approval of the Council. The adoption of a Schedule of Appropriations by the Council shall control the purpose for which department revenues may be expended and such appropriations may not be expended for any

purpose other than that authorized, except as the Council may from time to time approve transfers of appropriation authority.

Section 10.01.030 Definitions: For purposes of this code, the following definitions shall apply:

a) "Department" means an organizational unit administered by a director and responsible for a principal operational or support service function of the agency. Department directors, except for the Council Department, shall report to the Executive Officer.

(b) "Department Director" means a person responsible for the administration of a department or his/her designee.

(c) "Office" means an organizational unit administered by a designated official and responsible for an agency function for which there is concurrent power to terminate the designated official by the Executive Officer or the Council. The administrative heads of all offices report to both the Executive Officer and the Council. The term shall not apply to the Office of the Auditor whose administrative responsibilities are listed in the Metro Charter.

## Chapter 2

### Departments

#### SOLID WASTE

Section 10.10.010 Solid Waste Department Established:

(a) The Metro Solid Waste Department is established for the purpose of providing regional solid waste management including the development of a regional solid waste management system, increasing regional recycling and waste reduction and the development,

operation and franchising of a system of disposal and recycling facilities for the citizens of the region. The department shall carry out all solid waste functions and programs set forth in Section 6 (1)(c) and (2) of the Metro Charter and this Code.

(b) The department shall include the following divisions, sections and activities as well as all other administrative activities of the District directly funded by the Solid Waste Revenue Fund and the Rehabilitation and Enhancement Fund.

- (i) Administration;
- (ii) Budget and Finance;
- (iii) Operations;
- (iv) Engineering and Analysis;
- (v) Waste Reduction;
- (vi) Planning and Technical Analysis;
- (vii) Recycling Information and Education; and
- (viii) Rehabilitation and Enhancement Programs.

Section 10.10.020 Director Solid Waste Department:

(a) The department shall be under the supervision and control of a Director who shall be responsible for the functions of the department including all functions and duties of the Solid Waste Department described in the Metro Charter and this Code.

(b) The Executive Officer shall appoint the Director subject to confirmation by the Metro Council. The director shall hold office at the pleasure of the Executive Officer. The person appointed Director shall be well-qualified by training and experience to perform the functions of the office.

Section 10.10.030 Duties of the Director:

(a) The duty of the Director shall be to administer the department in an efficient and effective manner and to perform all duties and acts required by this Code.

(b) The functions of the Department are divided into administrative divisions, sections and programs as set forth in Section 10.10.010(b). Each division, section or program shall be under the supervision of a person designated by the Director.

(c) Subject to Section 10.01.020, the Director of the Solid Waste Department, with the approval of the Executive Officer, may organize and reorganize the Department in the manner the Director considers necessary to conduct the work of the Department.

PLANNING

Section 10.11.010 Planning Department Established:

(a) The Metro Planning Department is established for the purpose of providing regional land use, transportation and growth management planning functions for the local governments and citizens of the region. The Planning Department is responsible for carrying out the growth management functions of Metro as set forth in Section 5 of the Metro Charter. The department also shall provide technical assistance services including travel forecasting and data resources. The Planning Department shall carry out all regional land use, transportation and growth management planning functions set forth in the Metro Charter and this Code.

(b) The department shall include the following divisions, sections and programs funded by the Planning Fund:

- (i) Regional Transportation Planning Division;
- (ii) Technical Services Division; and
- (iii) Growth Management Division

Section 10.11.020 Director Planning Department:

(a) The department shall be under the supervision and control of a Director who shall be responsible for the functions of the department including all functions and duties of the Planning Department described in the Metro Charter and this Code.

(b) The Executive Officer shall appoint the Director subject to confirmation by the Metro Council. The director shall hold office at the pleasure of the Executive Officer. The person appointed Director shall be well qualified by training and experience to perform the functions of the office.

Section 10.11.030 Duties of the Director:

(a) The duty of the Director shall be to administer the department in an efficient and effective manner and to perform all duties and acts required by this Code.

(b) The functions of the Department are divided into administrative divisions, sections and programs as set forth in Section 10.11.010(b). Each division, section or program shall be under the supervision of a person designated by the Director.

(c) Subject to Section 10.01.020, the Director of the Planning Department, with the approval of the Executive Officer, may organize and reorganize the Department in the manner the Director considers necessary to conduct the work of the Department.

ZOO

Section 10.12.010 Zoo Department Established:

(a) The Metro Zoo Department is established for the purpose of managing and operating the Metro Washington Park Zoo which is a regional zoo. The department shall carry out all zoo functions set forth in Section 6 (1) (a) of the Metro Charter and this Code.

(b) The department shall include the following divisions as well as all other administrative activities of the District directly funded by the Zoo Operating Fund and Zoo Capital Fund.

- (i) Administration;
- (ii) Animal Management;
- (iii) Design Services;
- (iv) Education;
- (v) Facilities Management;
- (vi) Marketing; and
- (vii) Visitor Services

Section 10.12.020 Director Zoo Department:

(a) The department shall be under the supervision and control of a Director who shall be responsible for the functions of the department including all functions and duties of the Zoo Department described in the Metro Charter and this Code.

(b) The Executive Officer shall appoint the Director subject to confirmation by the Metro Council. The director shall hold office at the pleasure of the Executive Officer. The person appointed Director shall be well qualified by training and experience to perform the functions of the office.

Section 10.12.030 Duties of the Director:

(a) The duty of the Director shall be to administer the department in an efficient and effective manner and to perform all duties and acts required by this Code.

(b) The functions of the Department are divided into administrative divisions, sections and programs as set forth in Section 10.12.010(b). Each division, section or program shall be under the supervision of a person designated by the Director.

(c) Subject to Section 10.01.020, the Director of the Zoo Department, with the approval of the Executive Officer, may organize and reorganize the Department in the manner the Director considers necessary to conduct the work of the Department.

GENERAL SERVICES

Section 10.13.010 General Services Department Established:

(a) The Metro General Services Department is established for the purpose of managing the Metro Regional Center and parking structure, providing office services and procurement activities including facility design and construction, property acquisition, contract management and facility leasing. The department shall carry out all general services functions and programs set forth in the Metro Charter and this Code.

(b) The department shall include the following divisions funded by the Support Services and Building Management Funds:

- (i) Development Services;
- (ii) Contract Services;
- (iii) Construction Services;



- (iv) Facility Services;
- (v) Office Services; and
- (vi) Graphics Services.

Section 10.13.020 Director General Services Department:

(a) The department shall be under the supervision and control of a Director who shall be responsible for the functions of the department including all functions and duties of the General Services Department as described in the Metro Charter and in this Code.

(b) The Executive Officer shall appoint the Director subject to confirmation by the Metro Council. The director shall hold office at the pleasure of the Executive Officer. The person appointed Director shall be well qualified by training and experience to perform the functions of the office.

Section 10.13.030 Duties of the Director:

(a) The duty of the Director shall be to administer the department in an efficient and effective manner and to perform all duties and acts required by this Code.

(b) The functions of the Department are divided into administrative divisions, sections and programs as set forth in Section 10.13.010(b). Each division, section or program shall be under the supervision of a person designated by the Director.

(c) Subject to Section 10.01.020, the Director of the General Services Department, with the approval of the Executive Officer, may organize and reorganize the Department in the manner the Director considers necessary to conduct the work of the Department.

REGIONAL PARKS AND GREENSPACES

Section 10.14.010 Regional Parks and Greenspaces Department

Established:

(a) The Metro Regional Parks and Greenspaces Department is established for the purpose of managing and operating the regional parks, recreational facilities and pioneer cemeteries transferred by Multnomah County to Metro. The department also shall administer the Metropolitan Greenspaces program. The department shall carry out all regional parks and greenspaces programs set forth in the Metro Charter and this Code.

(b) The department shall include the following divisions funded by the Regional Parks and Expo Fund:

- (i) Administration;
- (ii) Planning and Capital Development; and
- (iii) Operations and Maintenance.

Section 10.14.020 Director Regional Parks and Greenspaces

Department:

(a) The department shall be under the supervision and control of a Director who shall be responsible for the functions of the department including all functions and duties of the Regional Parks and Greenspaces Department described in the Metro Charter and this Code.

(b) The Executive Officer shall appoint the Director subject to confirmation by the Metro Council. The director shall hold office at the pleasure of the Executive Officer. The person

appointed Director shall be well qualified by training and experience to perform the functions of the office.

Section 10.14.030 Duties of the Director:

(a) The duty of the Director shall be to administer the department in an efficient and effective manner and to perform all duties and acts required by this Code.

(b) The functions of the Department are divided into administrative divisions, sections and programs as set forth in Section 10.14.010(b). Each division, section or program shall be under the supervision of a person designated by the Director.

(c) Subject to Section 10.01.020, the Director of the Regional Parks and Greenspaces Department, with the approval of the Executive Officer, may organize and reorganize the Department in the manner the Director considers necessary to conduct the work of the Department.

FINANCE AND MANAGEMENT INFORMATION

Section 10.15.010 Finance And Management Information Department Established:

(a) The Metro Finance and Management Information Department is established for the purpose of providing central support services including accounting and preparation of the annual financial statement, financial planning and budget preparation, information services (data processing), and risk management. The department

shall carry out all finance and management information functions set forth in the Metro Charter and this Code.

(b) The department shall include the following divisions funded by the Support Services and Risk Management Funds:

- (i) Accounting;
- (ii) Financial Planning;
- (iii) Information Services; and
- (iv) Risk Management.

Section 10.15.020 Director Finance and Management Information Department:

(a) The department shall be under the supervision and control of a Director who shall be responsible for the functions of the department including all functions and duties of the Finance and Management Information Department described in the Metro Charter and this Code.

(b) The Executive Officer shall appoint the Director subject to confirmation by the Metro Council. The director shall hold office at the pleasure of the Executive Officer. The person appointed Director shall be well qualified by training and experience to perform the functions of the office.

Section 10.15.030 Duties of the Director:

(a) The duty of the Director shall be to administer the department in an efficient and effective manner and to perform all duties and acts required by this Code.

(b) The functions of the Department are divided into administrative divisions, sections and programs as set forth in

Section 10.15.010(b). Each division, section or program shall be under the supervision of a person designated by the Director.

(c) Subject to Section 10.01.020, the Director of the Finance and Management Information Department, with the approval of the Executive Officer, may organize and reorganize the Department in the manner the Director considers necessary to conduct the work of the Department.

#### PERSONNEL

##### Section 10.16.010 Personnel Department Established:

(a) The Metro Personnel Department is established for the purpose of administering the Metro and Metropolitan Exposition and Recreation Commission personnel, employee benefits and compensation and labor relations programs. The department shall carry out all personnel functions and programs set forth in the Metro Charter and this Code.

(b) Department functions shall include the following funded by the Support Services Fund.

- (i) Administration;
- (ii) Classification and Compensation Systems;
- (iii) Employee Recruitment and Selection Processes;
- (iv) Employee Benefits Administration;
- (v) Labor Relations; and
- (vi) Enforcement of and Compliance with applicable federal and state employment and personnel law.

##### Section 10.16.020 Director Personnel Department:

(a) The department shall be under the supervision and control of a Director who shall be responsible for the functions of the department including all functions and duties of the Personnel Department described in the Metro Charter and this Code.

(b) The Executive Officer shall appoint the Director subject to confirmation by the Metro Council. The director shall hold office at the pleasure of the Executive Officer. The person appointed Director shall be well qualified by training and experience to perform the functions of the office.

Section 10.16.030 Duties of the Director:

(a) The duty of the Director shall be to administer the department in an efficient and effective manner and to perform all duties and acts required by this Code.

(b) The functions of the Department are divided into administrative divisions, sections and programs as set forth in Section 10.16.010(b). Each division, section or program shall be under the supervision of a person designated by the Director.

(c) Subject to Section 10.01.020, the Director of the Personnel Department, with the approval of the Executive Officer, may organize and reorganize the Department in the manner the Director considers necessary to conduct the work of the Department.

COUNCIL

Section 10.17.010 Council Department Established:

(a) The Metro Council Department is established for the purpose of providing administrative support to the Council for the

policy making, legislative oversight and public involvement activities of the Metro Council.

(b) The department shall assist the Council in the performance of the following activities to be funded by the General Fund:

- (i) Policy Making;
- (ii) Legislative Program Oversight;
- (iii) Citizen Outreach and Involvement; and
- (iv) such other duties, functions or powers as may be specifically delegated to the Council by state law, the Metro Charter or the Metro Code.

Section 10.17.020 Council Administrator:

(a) The department shall be under the supervision and control of a Council Administrator who shall be responsible for the functions of the department.

(b) The Metro Council Presiding Officer, in consultation with the Council, shall appoint the Council Administrator. The Council Administrator and staff shall hold office at the pleasure of the Council. The person appointed Council Administrator shall be well qualified by training and experience to perform the functions of the office.

Section 10.17.030 Duties of the Council Administrator:

(a) The duty of the Council Administrator shall be to administer the department in an efficient and effective manner and to perform all duties and acts required by the Metro Charter and this Code.

(b) The functions of the Department are divided into administrative divisions, sections and programs as set forth in Section 10.17.010(b).

(c) Subject to Section 10.01.020, the Council Administrator, with the approval of the Council, may organize and reorganize the Department in the manner the Administrator considers necessary to conduct the work of the Department.

#### EXECUTIVE MANAGEMENT

##### Section 10.18.010 Executive Management Department Established:

(a) The Metro Executive Management Department is established for the purpose of providing administrative support to the Executive Officer.

(b) The department shall include activities funded by the General Fund:

- (i) Council and Citizen Liaison;
- (ii) Governmental Liaison;
- (iii) Executive administration and enforcement of the Metro Code and adopted Metro rules and policies; and
- (iv) such other duties, functions or powers as may be specifically delegated to the Executive Officer in state law, the Metro Charter and the Metro Code.

##### Section 10.18.020 Department Supervision:



The department shall be under the supervision and control of the Executive Officer who shall be responsible for the functions of the department.

Section 10.18.030 Duties of the Executive Officer:

(a) The duty of the Executive Officer shall be to administer the department in an efficient and effective manner and to perform all duties and acts required by the Metro Charter and this Code.

(b) The functions of the Department are divided into administrative divisions, sections and programs as set forth in Section 10.18.010(b).

(c) Subject to Section 10.01.020, the Executive Officer may organize and reorganize the Department in the manner the Executive Officer considers necessary to conduct the work of the Department.

CHAPTER 3

OFFICES

OFFICE OF GENERAL COUNSEL

Section 10.30.010 General Counsel Office Established:

(a) The Office of General Counsel is established.

(b) The Office shall have those powers and duties as set forth in Section 10.30.030 and Section 10.30.040.

Section 10.30.020 General Counsel:

(a) The Office shall be under the supervision and control of the General Counsel who shall be responsible for the functions of the Office.

(b) The General Counsel shall be appointed by Executive Officer subject to the confirmation of a majority of the members of the Council. The General Counsel may be removed by the Executive Officer or by a vote of a majority of the members of the Council. Subordinate attorneys shall serve at the pleasure of the General Counsel. The Office of General Counsel is not a department of Metro.

Section 10.30.030 Powers: The General Counsel shall have:

(a) General control and supervision of all civil actions and legal proceedings in which Metro may be a party or may be interested.

(b) Full charge and control of all the legal business of all Metro departments and commissions, or of any office thereof, which requires the services of an attorney or counsel in order to protect the interests of Metro. No Metro officer, board, Council, commission, or department shall employ or be represented by any other counsel or attorney at law except as may be provided for in this chapter.

Section 10.30.040 Duties of the General Counsel:

(a) The General Counsel shall organize and reorganize the Department in the manner the General Counsel considers necessary to conduct the work of the Department.

(b) The functions of the Department may be divided in administrative divisions, sections or staff offices. Each division, section or office shall be under the supervision of a person appointed by the General Counsel.

(c) Give legal advice and opinions orally and in writing and prepare documents and ordinances concerning any matter in which the District is interested in when required by the Council, the Executive Officer, or any Metro commission;

(d) Review and approve as to form all written contracts, ordinances, resolutions, executive orders, bonds, or other legally binding instruments of Metro;

(e) Except as provided by any insurance policy obtained by Metro appear for, represent, and defend Metro, and its departments, officers, commissions and employees and other persons entitled to representation under the Oregon Tort Claims Act in all appropriate legal matters except legal matters involving persons who after investigation by the office of the General Counsel, are found by the General Counsel to have been acting outside the scope of their employment or duties or to have committed malfeasance in office or willful or wanton neglect of duty.

(f) Submit to the Council and Executive Officer, quarterly, a formal report of all suits or actions in which Metro is a party. The report shall state the name of each pending suit or action and a brief description of the suit or action and the status of the suit or action at the date of the report. The report shall also state the name of each suit or action closed during the preceding calendar year and a brief description of the suit or action and the disposition of the suit or action including the amount of any money paid by Metro. At any time the General Counsel shall at the

request of the Council or the Executive report on the status of any or all matters being handled by the General Counsel.

(g) Appear, commence, prosecute, defend or appeal any action, suit, matter, cause or proceeding in any court or tribunal when mutually requested by the Executive Officer and the Council when, in the discretion of the General Counsel, the same may be necessary or advisable to protect the interests of Metro. The General Counsel shall not appear on behalf of Metro, without the mutual consent of the Executive Officer and Council as appropriate in any action, suit, matter, cause or proceeding in any court or tribunal.

The Executive Officer may authorize Metro's General Counsel to commence litigation or settlement for the collection of a continuously delinquent credit account more than forty-five (45) days past due when litigation or settlement is advisable to protect the interests of Metro. General Counsel shall report all collection litigation or settlement activities to the Executive Officer and Council at the earliest opportunity.

Section 10.30.050 Records:

(a) The General Counsel shall have charge and custody of the Office of General Counsel and of all legal papers pertaining thereto, which shall be arranged and indexed in such convenient and orderly manner as to be at all times readily accessible;

(b) The General Counsel shall keep in the office a complete docket and set of pleadings of all suits, actions, or proceedings in which Metro, the Executive Officer, Council, or any Metro commission or employee thereof is a party, pending in any court or

tribunal, unless the suits, actions, or proceedings are conducted by private legal counsel retained by Metro in which case the General Counsel shall keep those records as the General Counsel deems advisable;

(c) The General Counsel shall keep and record all significant written opinions furnished to Metro or to any department, the Executive Officer, Council or any Metro commission and shall keep an index thereof; and shall keep a chronological file including all opinions and correspondence of the office.

Section 10.30.060 Attorney - Client Relationship: The relationship between the Office of General Counsel and Metro shall be an attorney - client relationship, with Metro being entitled to all benefits thereof. The General Counsel shall maintain a proper attorney - client relationship with the elected officials of Metro so long as such officials are acting within the scope of their official powers, duties and responsibilities.

Section 10.30.070 Employment of Outside Legal Counsel:

(a) Whenever the General Counsel concludes that it is inappropriate and contrary to the public interest for the Office of General Counsel to concurrently represent more than one Metro public officer in a particular matter or class of matters in circumstances which would create or tend to create a conflict of interest on the part of the General Counsel, the General Counsel may authorize one or both of such officers to employ its own counsel in the particular matter or class of matters and in related matters. Such authorization may be terminated by the General

Counsel whenever the General Counsel determines that separate representation is no longer appropriate;

(b) The General Counsel may, subject to budget and procedural requirements established by the Council, employ outside legal counsel on behalf of the Council, the Executive Officer, or any Metro commission to handle such matters as the General Counsel deems advisable.

Section 10.30.080 Opinions Regarding Division of Powers:

(a) The General Counsel shall prepare written opinions regarding interpretations of Oregon Law and the Metro Charter, including but not limited to ORS Chapter 268 as provided for herein. Opinions prepared in conformance with this section shall be official guidance to Metro except as superseded by courts of law, legislative action, administrative rules, or actions of other superior tribunals or bodies.

(b) Requests for opinions regarding interpretations of Oregon Law concerning the powers, duties, and authority of the Metro Council or the Metro Executive Officer as they relate to the division of powers, duties, and authorities, or jointly held powers, duties, and authorities, shall be made only by the Executive Officer, the Presiding Officer, chairs of standing Council Committees or the Council acting by resolution.

(c) Prior to commencing preparation of any requested opinion subject to the provisions of paragraph (b) of this section, the General Counsel shall refer the request to both the Executive Officer and the Council. The issuance of an opinion shall require

the concurrence of both the Council and the Executive Officer in the question to be answered. Council concurrence shall be by resolution, except where an opinion request is originally approved by the Council and the Executive Officer concurs in the request. Executive Officer concurrence shall be in writing.

(d) In the event the Council and the Executive Officer fail to concur in a request for an opinion, either the Council or the Executive Officer may direct that the Office of General Counsel refer the question to outside legal counsel approved by the General Counsel and the requestor of the opinion subject to the provisions of Metro Code Chapter 2.04 and available budget appropriations. In the event any requested opinion is rendered by outside counsel, it shall not be official guidance to Metro but shall constitute legal advice to the requestor of the opinion only.

(e) Nothing contained herein shall restrict the Office of General Counsel from effectively advocating the legal interests of Metro in appearing before courts or tribunals. Such advocacy shall be consistent with opinions rendered pursuant to this section but the advocacy efforts of attorneys for the Metro shall not constitute official guidance to Metro.

OFFICE OF PUBLIC AND GOVERNMENT RELATIONS

Section 10.31.010 Office of Public and Government Relations Established:

(a) The Office of Public and Government Relations is established.

(b) The Office shall have those powers and duties as set forth in Section 10.31.040.

(c) All contracts authorized for Government Relations Services shall be managed through the Office of Public and Government Relations.

Section 10.31.020 Public and Government Relations Officer: The office shall be under the supervision of the Public and Government Relations Officer appointed by the Executive Officer subject to the confirmation of a majority of the members of the Council. The Officer may be removed by the Executive Officer or by a vote of a majority of the members of the Council. The Office of Government Relations is not a department of Metro.

Section 10.31.020 Duties of the Public and Government Relations Officer:

(a) Subject to Section 10.01.020, the Public and Government Relations Officer shall organize and reorganize the Office in the manner the Officer considers necessary to conduct the work of the Office.

(b) The functions of the Office may be divided in administrative divisions, sections or staff offices. Each



division, section or office shall be under the supervision of a person appointed by the Officer.

(c) The Office shall have responsibility for:

(1) Managing Metro's State Legislative Program

including:

- (A) Assembling Metro's legislative program for review and approval by the Council following a process established by the Council;
- (B) Ensure Metro representation before legislative committees, with individual legislators both during a legislative session and in interim periods and with other interested persons;
- (C) Development and implementation of a system to monitor and inform the Council and Executive Officer of Metro-related legislation; and
- (D) Preparation of a final legislative report analyzing Metro-related legislation.

(2) Communicating Metro programs and policies to local, state and federal governmental officials, and task forces, commissions, and rule making bodies.

(3) Monitoring and communicating to the Council and Executive Officer programs and policies of other governments and special interest groups which affect or impact functions or activities of Metro.

(4) Providing community, public and media relations for the Executive Officer, the Council and Metro Departments.

(5) coordinating agency public opinion surveys.

Section 10.31.040 Advocate for District Policies: In carrying out the duties of the Office, the Officer or subordinate employees shall not represent or advocate the position of any single Metro elected official or group of elected officials. The Officer or subordinate employees shall advocate only on matters which have been approved or adopted by the Executive Officer and the Metro Council or any task force or committee authorized by the Council to represent the Council on legislative matters. For any matter in which the Council or any task force or committee authorized to represent the Council on legislative matters and the Executive Officer disagree, the Officer and subordinate employees shall not represent or advocate for either the Metro Council or the Executive Officer.

#### OFFICE OF CITIZEN INVOLVEMENT

Section 10.32.010 Creation and Purpose: The Office of Citizen Involvement is established. The Office of Citizen Involvement shall report to the Metro Council and is not a department of Metro. The purpose of the Office of Citizen Involvement is to develop and maintain programs and procedures to aid communication between citizens of Metro and the Council and Executive Officer.

Section 10.32.020 Establishment of Metro Committee for Citizen Involvement: There is hereby established the Metro Committee for Citizens Involvement (Metro CCI) within the Office of Citizen Involvement. The Metro CCI will be responsible for assisting with the development, implementation and evaluation of Metro's citizen

involvement programs and advising the Council, Executive Officer, and appropriate Metro committees in ways to involve citizens in Metro programs. The Council shall by resolution appoint members to the Metro CCI.

Section 10.32.030 Approval of Bylaws and Appointments: The Council shall approve by resolution the Metro CCI bylaws and any amendment thereto. Bylaws shall include: The committee's name; the geographical area served; the mission and purpose of the committee; membership and terms of office; officers and duties; meetings, conduct of meetings and quorum standards; and methods for amending the bylaws. The Council shall by resolution make reappointments to the Metro CCI from time to time, and revise the organizational structure of the Metro CCI as made necessary by changes to the Metro Code.

#### OFFICE OF THE AUDITOR

Section 10.33.010 Office of Auditor Established:

(a) The Metro Office of Auditor is established.

(b) The Office of Auditor shall include the following activities funded by the General Fund:

- (i) Administration; and
- (ii) Financial and performance auditing

Section 10.33.020 Auditor:

(a) The office shall be under the supervision and control of the Auditor who shall be responsible for the functions of the office.

(b) The Auditor shall be elected under the provisions of Section 18 of the Metro Charter.

Section 10.33.030 Duties of the Auditor:

(a) Subject to Section 10.01.020, the Auditor shall organize and reorganize the Office in the manner the Auditor considers necessary to conduct the work of the Office properly.

(b) The Auditor shall perform those duties specified in Section 18 of the Metro Charter.

Section 2. Metro Code Chapters 2.08, 2.11 and 2.12 are hereby repealed.

Section 3. This ordinance being necessary for the health, safety or welfare of the Metro area for the reason that the organizational structure of Metro should be established prior to the transition of Executive Officers, an emergency is declared and this ordinance shall be effective on January 1, 1995.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Judy Wyers, Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of the Council

**AGENDA ITEM NO. 7.1**  
**Meeting Date: October 13, 1994**

**ORDINANCE NO. 94-568**

## REGIONAL FACILITIES COMMITTEE REPORT

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ORDINANCE NO. 94-568, APPROVING THE REVISION OF METRO CODE SECTION 4.01.050 REVISING ADMISSION FEES AND POLICIES AT METRO WASHINGTON PARK ZOO

Date: September 23, 1994 Presented by: Councilor McFarland

**COMMITTEE RECOMMENDATION:** At its September 21, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Council adoption of Ordinance No. 94-568. All Committee members were present and voted aye.

**COMMITTEE DISCUSSION/ISSUES:** Assistant Zoo Director Kathy Kiaunis presented the staff report. She discussed the background of the Zoo's policy toward chaperons for school groups, and said the purpose of the ordinance was twofold: to require that chaperons be at least 18 years old; and to preserve the Zoo's revenue-raising potential.

Council Analyst Casey Short asked whether it might make sense to change the chaperon-to-student ratio to 1 to 4 instead of 1 to 5, to give the groups greater flexibility in providing chaperons. He also asked how much money is expected to be generated by the policy change in the ordinance. Ms. Kiaunis said there would not normally be one person at the end of the line having to pay the 80% admission fee; the usual practice is that the group pays the total by check or it's worked out beforehand. The Zoo doesn't expect to make a lot of money from this, estimating that it will generate some \$12,000 per year.

Chair Hansen opened a public hearing and no one testified.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING THE )  
REVISION OF METRO CODE SECTION )  
4.01.050 REVISING ADMISSION FEES )  
AND POLICIES AT METRO WASHINGTON )  
PARK ZOO )

ORDINANCE NO. 94-568  
Introduced by Executive  
Officer Rena Cusma

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amending the Metro Code. Section 4.01.050 Admission Fees and Policies is amended to read as follows:

4.01.050 Admission Fees:

(a) Regular Fees:

(1) Definitions:

- (A) An Education Discount is offered to groups of students in a state accredited elementary, middle, junior, or high school, or pre-school/daycare center. Qualifications for education discount include a minimum of one chaperon, 18 years of age or older, for every five (5) students of high school age or under; registration for a specific date at least two weeks in advance; and the purchase of curriculum materials offered by the Zoo, or submission of a copy of the lesson plan that will be used on the day of the visit.
- (B) The Group Discount is defined as any group of twenty-five (25) or more (including school groups that have not met the advance registration and curriculum requirements for the education discount; groups of students not accompanied by a minimum of one chaperon for every five (5) students shall not qualify for the group discount).

(2) Fee Schedule:

Adult (12 years and over)	\$5.50
Youth (3 years through 11 years)	\$3.50
Child (2 years and younger)	free
Senior Citizen (65 years and over)	\$4.00
Education Groups (per student)	\$2.50
Chaperons accompanying 18 years or older admitted with education groups (maximum of one per five students)	free

Additional chaperons 18 years or older in excess of one per five students will receive the group discount adult rate (20% discount) \$4.40

Groups other than education groups 25 or more per group 20% discount from appropriate fee listed above

(b) Free and Reduced Admission Passes:

- (1) Free and reduced admission passes may be issued by the Director in accordance with this chapter.
- (2) A free admission pass will entitle the holder only to enter the Zoo without paying an admission fee.
- (3) A reduced admission pass will entitle the holder only to enter the Zoo by paying a reduced admission fee.
- (4) The reduction granted in admission, by use of a reduced admission pass (other than free admission passes), shall not exceed 20 percent.
- (5) Free or reduced admission passes may be issued to the following groups or individuals and shall be administered as follows:
  - (A) Metro employees shall be entitled to free admission upon presentation of a current Metro employee identification card.
  - (B) Metro Councilors and the Metro executive Officer shall be entitled to free admission.
  - (C) Free admission passes in the form of volunteer identification cards may, at the Director's discretion, be issued to persons who perform volunteer work at the Zoo. Cards shall bear the name of the volunteer, shall be signed by the Director, shall be non-transferrable, and shall terminate at the end of each calendar year or upon termination of volunteer duty, whichever date occurs first. new identification cards may be issued at the beginning of each new calendar year for active Zoo volunteers.
  - (D) Reduced admission passes may be issued to members of any organization approved by the Council, the main purpose of which is to support the Metro Washington Park Zoo. Such passes shall bear the name of the passholder, shall be signed by an authorized representative of the organization,



shall be non-transferrable, and shall terminate not more than one year from the date of issuance.

- (E) Other free or reduced admission passes may, with the approval of the Director, be issued to other individuals who are working on educational projects or projects valuable to the Zoo. Such passes shall bear an expiration date not to exceed three months from the date of issuance, shall bear the name of the passholder, shall be signed by the Director, and shall be non-transferrable.

(c) Special Admission Days:

- (1) Special admission days are days when the rates established by this Code are reduced or eliminated for a designated group or groups. Six special admission days may be allowed, at the discretion of the Director, during each calendar year.
- (2) Three additional special admission days may be allowed each year by the Director for designated groups. Any additional special admission days designated under this subsection must be approved by the Executive Officer.

(d) Special Free Hours: Admission to the Zoo shall be free for all persons from 3:00 p.m. until closing on the second Tuesday of each month.

(e) Commercial Ventures: Proposed commercial or fund-raising ventures with private profit or nonprofit entitles involving admission to the Zoo must be authorized in advance by the Executive Officer. The Executive Officer may approve variances to the admission fees to facilitate such ventures.

(f) Special Events: The Zoo, or portions thereof, may be utilized for special events designed to enhance Zoo revenues during hours that the Zoo is not normally open to the public. The number, nature of, and admission fees for such events shall be subject to the approval of the Executive Officer.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Ed Washington, Deputy Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of the Council

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 94-568  
FOR THE PURPOSE OF AMENDING METRO CODE SECTION 4.01.060  
REVISING ADMISSION FEES  
AT METRO WASHINGTON PARK ZOO

Date: September 8, 1994

Presented by: Kathy Kiaunis

FACTUAL BACKGROUND AND ANALYSIS

Prior to 1991, the zoo's admission policy for groups requesting the education discount required one chaperon for every five students, registration at least two weeks in advance, and submission of a lesson plan (or purchase of curriculum materials.) Chaperons were charged the student admission rate. At times, groups arrived with insufficient numbers of chaperons to meet the minimum requirement to receive the education discount.

In 1991, in an attempt to encourage the attendance of supervising adults, the Zoo revised its admission policy to allow chaperons accompanying education groups to receive free admission. We now have over three years of experience with the new policy. In 1992-1993, the zoo had 1,411 school groups with an average of one chaperon per three students. In 1993-1994, 1,479 school groups visited, with a similar chaperon to student ratio. In fact, 20% of the groups had ratios of one chaperon for every two or fewer students.

Based on our experience, we recommend a refinement of the policy to require that chaperons be 18 years or older to qualify as a chaperon, and that chaperons in excess of the required one per every five students pay at the adult discount rate (\$4.40).

We believe that the revision will allow us to achieve the desired ratio of adult supervision while meeting our needs to generate revenue.

**AGENDA ITEM NO. 7.2**  
**Meeting Date: October 13, 1994**

**ORDINANCE NO. 94-571**

## FINANCE COMMITTEE REPORT

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### ORDINANCE NO. 94-571 AMENDING THE FY 94-95 BUDGET AND APPROPRIATION SCHEDULE TO FUND RESTROOM REMODEL AT THE CIVIC AUDITORIUM

---

Date: October 4, 1994

Presented By: Councilor Kvistad

**COMMITTEE RECOMMENDATION:** At its September 28 meeting the Committee voted unanimously to recommend Council adoption of Ordinance No. 94-571. All Councilors were present and voting.

**COMMITTEE DISCUSSION/ISSUES:** Heather Teed, MERC Director of Fiscal Operations, and Mark Hunter, MERC Construction Projects Manager, presented the Staff Report. Ms. Teed stated the ordinance transfers \$110,000 from the Spectator Facilities Fund Contingency to the Performing Arts Center Capital Outlay Category. The purpose of the transfer is to appropriate sufficient funds to construct six new unisex restrooms in the Civic Auditorium. She pointed out that the need for the additional restroom facilities overrides the concern for preserving the fund balance in the Spectator Facility Fund. Significant numbers of the public have complained about the inadequate restroom facilities at the Civic Auditorium and the MERC is concerned about the potential negative impact on the use of the facility.

In response to a question from Councilor Washington regarding inconvenience to the users caused by construction during the upcoming season, Mr. Hunter stated the restrooms are planned to be completed by February 1995 rather than November as stated in the Staff Report. He noted that existing facilities would be kept open during the remodel period and added that much of the work could be done during the day. He stated that nine to ten partitioned water closets were to be added to the first balcony restroom facility as well as the addition of three unisex bathrooms on alternate levels with two being on the north side and one on the south side of the building.

## REGIONAL FACILITIES COMMITTEE REPORT

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ORDINANCE NO. 94-571, AMENDING THE FY 1994-95 BUDGET AND APPROPRIATIONS SCHEDULE BY TRANSFERRING \$110,000 FROM THE SPECTATOR FACILITIES FUND CONTINGENCY TO FUND RESTROOM REMODEL AT THE CIVIC AUDITORIUM, AND DECLARING AN EMERGENCY

Date: October 6, 1994

Presented by: Councilor McFarland

**COMMITTEE RECOMMENDATION:** At its October 5, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Council adoption of Ordinance No. 94-571. All committee members were present and voted in favor.

**COMMITTEE DISCUSSION/ISSUES:** Heather Teed, MERC Director of Fiscal Operations, presented the staff report. Council Analyst Casey Short reported that he had prepared a memo for the Finance Committee, in its consideration of this ordinance, which presented MERC staff's responses to the Regional Facilities Committee's questions about the restroom remodel. (Regional Facilities discussed this in its review of MERC resolutions at its September 21 meeting.) Councilor Moore asked what those responses were; Mr. Short said that all the planned new unisex bathrooms would be handicapped accessible, except the one on the facility's first floor, which requires access by stairs. Mark Hunter, Capital Projects Manager for MERC, said the unisex bathrooms would be accessible on all three levels, including the one on the first floor, which will be separate from the other restrooms and will be on a flat floor. He added that the project includes addition of nine or ten partitioned, ADA-compliant water closets on the first balcony level. In response to a question from Councilor Moore, Mr. Hunter said existing handicapped accessible toilets will be retained.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1994-95 )	ORDINANCE NO. 94-571
BUDGET AND APPROPRIATIONS )	
SCHEDULE BY TRANSFERRING \$110,000 )	Introduced by Rena Cusma,
FROM THE SPECTATOR FACILITIES FUND )	Executive Officer
CONTINGENCY TO FUND RESTROOM )	
REMODEL AT THE CIVIC AUDITORIUM; AND )	
DECLARING AN EMERGENCY )	

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1994-95 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL HEREBY ORDAINS;

1. That the FY 1994-95 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$110,000 from the Spectator Facilities Fund Contingency to the Performing Arts Center Capital Outlay to fund restroom remodel at the Civic Auditorium.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

ATTEST:

\_\_\_\_\_  
Ed Washington, Deputy Presiding Officer.

\_\_\_\_\_  
Clerk of Council

Exhibit A  
Ordinance No. 94-571

FISCAL YEAR 1994-95		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>SPECTATOR FACILITIES FUND:Civic Stadium Operations</b>							
<b>TOTAL EXPENDITURES</b>		<b>15.88</b>	<b>1,860,967</b>	<b>0.00</b>	<b>0</b>	<b>15.88</b>	<b>1,860,967</b>

**SPECTATOR FACILITIES FUND:Performing Arts Center Operations**

<b>Total Personal Services</b>		<b>111.22</b>	<b>3,401,462</b>	<b>0.00</b>	<b>0</b>	<b>111.22</b>	<b>3,401,462</b>
<b>Total Materials &amp; Services</b>			<b>743,630</b>		<b>0</b>		<b>743,630</b>
<u>Capital Outlay</u>							
571300	Purchased Buildings, Exhibits & Related		0		110,000		110,000
<b>Total Capital Outlay</b>			<b>0</b>		<b>110,000</b>		<b>110,000</b>
<b>TOTAL EXPENDITURES</b>		<b>111.22</b>	<b>4,145,092</b>	<b>0.00</b>	<b>110,000</b>	<b>111.22</b>	<b>4,255,092</b>

**SPECTATOR FACILITIES FUND:General Expenses**

<b>Total Interfund Transfers</b>			<b>640,545</b>		<b>0</b>		<b>640,545</b>
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		182,000		(110,000)		72,000
599990	Unappropriated Balance		1,232,155		0		1,232,155
<b>Total Contingency and Unappropriated Balance</b>			<b>1,414,155</b>		<b>(110,000)</b>		<b>1,304,155</b>
<b>TOTAL EXPENDITURES</b>		<b>127.10</b>	<b>8,060,759</b>	<b>0.00</b>	<b>0</b>	<b>127.10</b>	<b>8,060,759</b>

**Exhibit B**  
**Ordinance No. 94-571**  
**FY 1994-95 SCHEDULE OF APPROPRIATIONS**

	Current Appropriation	Revision	Proposed Appropriation
<b>SPECTATOR FACILITIES OPERATING FUND</b>			
Civic Stadium			
Personal Services	578,538	0	578,538
Materials & Services	1,032,429	0	1,032,429
Capital Outlay	250,000	0	250,000
<b>Subtotal</b>	<b>1,860,967</b>	<b>0</b>	<b>1,860,967</b>
Performing Arts Center			
Personal Services	3,401,462	0	3,401,462
Materials & Services	743,630	0	743,630
Capital Outlay	0	110,000	110,000
<b>Subtotal</b>	<b>4,145,092</b>	<b>110,000</b>	<b>4,255,092</b>
General Expenses			
Interfund Transfers	640,545	0	640,545
Contingency	182,000	(110,000)	72,000
<b>Subtotal</b>	<b>822,545</b>	<b>(110,000)</b>	<b>712,545</b>
Unappropriated Balance	1,232,155	0	1,232,155
<b>Total Fund Requirements</b>	<b>8,060,759</b>	<b>0</b>	<b>8,060,759</b>

**All other appropriations remain as previously adopted**



## STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 94-571 AMENDING THE FY 1994-95 BUDGET AND APPROPRIATIONS SCHEDULE BY TRANSFERRING \$110,000 FROM THE SPECTATOR FACILITIES FUND CONTINGENCY TO FUND RESTROOM REMODEL AT THE CIVIC AUDITORIUM; AND DECLARING AN EMERGENCY.

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Date: September 7, 1994

Presented By: Heather Teed

## FACTUAL BACKGROUND AND ANALYSIS

The FY 1993-94 Performing Arts Center budget included capital outlay appropriation for the remodeling necessary to create six new unisex restroom in the Civic Auditorium. The planned improvements would have addressed the ADA requirement to provide accessible restrooms at each seating level and increased the restroom capacity to serve both men and women. Research and planning had identified that it was not feasible to install ramps for access over the steps between the lobby and restroom on the main floor. Creating a separate unisex restroom on both the north and south sides of the lobby areas on each level constituted an efficient and cost effective solution. However, in the course of FY 1993-94, the severity of the financial picture for PCPA was defined and an administrative freeze was placed on a series of budgeted line items, including capital outlay. The planned restroom remodel was not accomplished during that year.

In recent months, the Metropolitan Exposition-Recreation Commission has approved two multi-year agreements for presentation of popular touring musical theater productions at Civic Auditorium, thereby increasing the number of revenue producing commercial events in the Civic Auditorium. In addition, MISS SAIGON is announced to play a series of weeks in 1995 in the facility. The potential for sell-out crowds in the 1994-95 season has been significantly increased -- with the related pressure on inadequate convenience facilities. The single greatest citizen complaint about PCPA is the inadequacy of women's restroom facilities at Civic Auditorium. Frustrated citizens have reached the MERC Chairman as well as all levels of PCPA staff on this issue. Callers have indicated they will not renew subscriptions to the Opera if there is no action on this issue. There is clear audience demand for the improvements proposed in this action, with potential positive impact on attendance.

When the FY 1994-95 budget was adopted, it was the goal of MERC staff to avoid the use of Contingency in order to reduce the overall draw down of the ending balance. The transfer of funds from Contingency to Capital Outlay, and approval of this project reverses that prior commitment. The change is recommended because of the seriousness of the issue, and the positive impact it is expected to have on the attendance at commercial and resident company events at the Civic Auditorium.

If approved, this action would transfer \$110,000 from the Spectator Facilities Fund Contingency to the Performing Arts Center Capital Outlay, to fund restroom remodel at the

Civic Auditorium. The "season" at the Auditorium begins in November. In order to complete the remodel with the least inconvenience to the resident companies and patrons, the project needs to begin immediately upon adoption.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 94-571 and declaring an emergency.

**AGENDA ITEM NO. 7.3**  
**Meeting Date: October 13, 1994**

**ORDINANCE NO. 94-569**

## FINANCE COMMITTEE REPORT

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### ORDINANCE NO. 94-569 AMENDING THE FY 94-95 BUDGET AND APPROPRIATIONS SCHEDULE TO FUND TRANSITION SERVICES FOR THE NEW OFFICE OF THE AUDITOR

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Date: October 4, 1994

Presented By: Councilor Washington

**COMMITTEE RECOMMENDATION:** At its September 28, 1994 meeting the Committee voted unanimously to recommend Council adoption of Ordinance No. 94-569. All Councilors were present and voting.

**COMMITTEE DISCUSSION/ISSUES:** Alexis Dow, Auditor-elect, presented the Staff Report. Ms. Dow stated that she needed \$5,000 to acquire the services of a person to assist her in getting her office established and to assist in providing input into the FY95-96 Budget request. She stated this is a similar request to that for the transition of the Executive Officer-elect which the Council recently approved. In response to a question and comment from Councilor Van Bergen regarding the location of her office, Ms. Dow stated she would prefer to be located in close proximity to the Councilors and the Executive Officer. She felt such a location would be an important factor in her being able to successfully do her job. In response to a question from Councilor Washington regarding the role and function of the Auditor, she stated it was not a policy making position but rather a position in which she could provide information and recommendations to the Council and Executive Officer which could lead to better policies and more efficient and effective provision of services by the various Metro Departments.

Don Carlson, Council Administrator, presented a memo outlining an option for providing the start up services to the Auditor-elect without the need to appropriate additional funds from the General Fund Contingency (See Attachment 1 to this Committee Report). Mr. Carlson expressed the opinion that there are sufficient existing resources in the form of people in Metro to provide the needed assistance. He indicated the need for someone to be assigned to coordinate the services with the Auditor-elect and further suggested that Mr. Don Rocks be given that assignment because the current Executive is getting ready to vacate the office. The major reason for presenting this option is to preserve as much General Fund Contingency as possible for carry over to FY 1995-96 to continue funding Metro's Planning function at as high a level as possible. He pointed out this is particularly important given the uncertainty of the implementation of the recently enacted Construction Excise Tax and that there will be other requests for the use of General Fund Contingency.



**METRO**

Date: September 26, 1994

To: Finance Committee *DL*

From: Donald E. Carlson, Council Administrator

Re: Ordinance No. 94-569 Start Up Funding for the Auditor's Office

Ordinance No. 94-569 requests a transfer from the General Fund Contingency of \$5,000 to pay start up costs for the new Auditor's Office. The funds are proposed for a personal services contract for a person to help the Auditor establish an office, assist in hiring a secretary and assist in preparing the Auditor's FY 1995-96 budget request.

An option for dealing with this request is to have existing personnel assist the Auditor to get the function started. The General Services Department will have the responsibility to find suitable office space for the Auditor. The Personnel Office can assist in providing a job description for recruitment. Any number of people (Executive Management, Council or Financial Planning) can assist in developing the FY 1995-96 budget request. The Council Department Administrative Secretary (Lindsey Ray) can assist in the ordering of office furniture and supplies and setting up the system for coding expenditure requests. Dick Engstrom, Deputy Executive Officer, has offered the Senior Administrative Analyst in the Executive Management Department (Don Rocks) to coordinate these staff efforts in consultation with the Auditor.

This option is offered as a way to preserve the General Fund Contingency for other needs during this fiscal year or for carry over to FY 1995-96. As you know the Construction Excise Tax probably will be referred for a vote in the Spring of 1995 and the cost of the election must be paid for from the General Fund. Also, the fate of the new tax is uncertain thus the need for as much General Fund carry over to FY 1995-96 as possible is paramount to keep the level of funding for planning activities near the current level. This is particularly important since the local government dues (\$550,000) will no longer be available.

The fiscal condition of the General Fund Contingency is or could be as follows:

Amount as of 9/26/94 . . . . .	\$563,475
Less \$45,850 from Ord. 94-572 . . . . .	\$517,625
Less \$12,900 from Ord. 94-573 . . . . .	\$504,725
Less \$55,000 for potential Exec.Mgmt. request . . . . .	\$449,725
Less \$40,000 for potential Auditor request. . . . .	\$409,745
Less \$115,000 for potential Const.Tax election. . . . .	\$294,725

It should be noted that the latter three amounts listed are items which have been mentioned to Council Staff which might be requested. They are mentioned only to indicate the likelihood of demands on the General Fund Contingency.

If the Committee agrees with the option listed above, Staff recommends that the Ordinance No. 94-569 be tabled and that the Auditor contact the Deputy Executive Officer to commence the process to start up the Office.

cc: Alexis Dow, Metro Auditor  
Dick Engstrom, Deputy Executive Officer  
Jennifer Sims, Finance Director  
Metro Council

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1994-95 )	ORDINANCE NO. 94-569
BUDGET AND APPROPRIATIONS )	
SCHEDULE BY TRANSFERRING \$5,000 )	Introduced by Rena Cusma,
FROM THE GENERAL FUND CONTINGENCY )	Executive Officer on behalf of
TO THE OFFICE OF THE AUDITOR )	Alexis Dow, Auditor-Elect
MATERIALS & SERVICES, MISC. )	
PROFESSIONAL SERVICES FOR THE )	
PURPOSE OF TRANSITION SERVICES FOR )	
THE NEW OFFICE OF THE AUDITOR; AND )	
DECLARING AN EMERGENCY )	

WHEREAS, The 1992 Metro Charter created the Office of Metro Auditor with the term of the first auditor beginning on January 3, 1995; and

WHEREAS, There is a necessity for immediate operation of the Office of the Auditor beginning on January 3, 1995; and

WHEREAS, Transition funding could expedite staff recruitment and other matters, and thereby, contribute to the efficient start-up of the Office of the Auditor; and

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1994-95 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS;

1. That the FY 1994-95 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$5,000 from the General Fund Contingency to the Office of the Auditor Materials & Services Misc. Professional Services account to transition services for the Office of the Auditor.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

ATTEST:

\_\_\_\_\_  
Ed Washington, Deputy Presiding Officer

\_\_\_\_\_  
Clerk of Council

RSR I:\BUDGET\FY94-95\BUDORD\94-569OR.DOC



**Exhibit A**  
**Ordinance No. 94-569**  
**General Fund**

FISCAL YEAR 1994-95		ADOPTED		REVISION		ORD. NO. 94-569	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Executive Management</b>							
	TOTAL EXPENDITURES	4.00	356,258			4.00	356,258
<b>Office of Government Relations</b>							
	TOTAL EXPENDITURES	0.00	0			0.00	0
<b>Regional Facilities Planning</b>							
	TOTAL EXPENDITURES	0.00	0			0.00	0
<b>Council</b>							
	TOTAL EXPENDITURES	8.50	1,004,934			8.50	1,004,934
<b>Office of the Auditor</b>							
	Total Personal Services	1.00	58,433			1.00	58,433
	<u>Materials &amp; Services</u>						
521100	Office Supplies		2,000				2,000
521110	Computer Software		2,000				2,000
521310	Subscriptions		300				300
521320	Dues		300				300
524110	Accounting & Auditing Services		0				0
524190	Misc. Professional Services		0		5,000		5,000
525640	Maintenance & Repairs Services-Equipment		0				0
525710	Equipment Rental		0				0
525740	Lease Payments		0				0
526200	Ads & Legal Notices		0				0
526310	Printing Services		0				0
526320	Typesetting & Reprographics Services		0				0
526410	Telephone		800				800
526420	Postage		0				0
526440	Delivery Services		0				0
526500	Travel		1,000				1,000
526510	Mileage Reimbursement		0				0
526700	Temporary Help Services		0				0
526800	Training, Tuition, Conferences		1,000				1,000
528100	License, Permits, Payments to Other Agencies		0				0
528200	Election Expense		0				0
529110	Council Per Diem		0				0
529120	Councilor Expenses		0				0
529500	Meetings		0				0
529800	Miscellaneous		1,600				1,600
	Total Materials & Services		9,000		5,000		14,000
	Total Capital Outlay		12,319				12,319
	TOTAL EXPENDITURES	1.00	79,752		5,000	1.00	84,752

**Exhibit A**  
**Ordinance No. 94-569**  
**General Fund**

FISCAL YEAR 1994-95		ADOPTED		REVISION		ORD. NO. 94-569	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Special Appropriations</b>							
	TOTAL EXPENDITURES	0.00	265,000			0.00	265,000
<b>General Expenses</b>							
	Total Interfund Transfers		4,189,599				4,189,599
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		568,475		(5,000)		563,475
599990	Unappropriated Fund Balance		200,000				200,000
	Total Contingency and Unappropriated Balance		768,475		(5,000)		763,475
	TOTAL EXPENDITURES	13.50	6,664,018		0	13.50	6,664,018

**Exhibit B  
Ordinance No. 94-569**

**FY 1994-95 SCHEDULE OF APPROPRIATIONS**

	<b>Current</b>		<b>ORD. NO. 94-569</b>
	<b>Appropriation</b>	<b>Revision</b>	<b>Proposed</b>
			<b>Appropriation</b>
<b>GENERAL FUND</b>			
<b>Council</b>			
Personal Services	888,891		888,891
Materials & Services	102,243		102,243
Capital Outlay	13,800		13,800
<b>Subtotal</b>	<b>1,004,934</b>		<b>1,004,934</b>
<b>Executive Management</b>			
Personal Services	314,656		314,656
Materials & Services	40,002		40,002
Capital Outlay	1,600		1,600
<b>Subtotal</b>	<b>356,258</b>		<b>356,258</b>
<b>Office of the Auditor</b>			
Personal Services	58,433		58,433
Materials & Services	9,000	5,000	14,000
Capital Outlay	12,319		12,319
<b>Subtotal</b>	<b>79,752</b>	<b>5,000</b>	<b>84,752</b>
<b>Special Appropriations</b>			
Materials & Services	265,000		265,000
<b>Subtotal</b>	<b>265,000</b>		<b>265,000</b>
<b>General Expenses</b>			
Interfund Transfers	4,189,599		4,189,599
Contingency	568,475	(5,000)	563,475
<b>Subtotal</b>	<b>4,758,074</b>	<b>(5,000)</b>	<b>4,753,074</b>
Unappropriated Balance	200,000		200,000
<b>Total Fund Requirements</b>	<b>6,664,018</b>	<b>0</b>	<b>6,664,018</b>
<b>TOTAL APPROPRIATIONS</b>	<b>203,772,351</b>	<b>203,772,351</b>	<b>203,772,351</b>

**All Other Appropriation Levels Remain as Previously Adopted**

## STAFF REPORT

### IN CONSIDERATION OF:

ORDINANCE NO. 94-569 AMENDING THE FY 1994-95 BUDGET AND APPROPRIATIONS SCHEDULE BY TRANSFERRING \$5,000 FROM THE GENERAL FUND CONTINGENCY TO THE OFFICE OF THE AUDITOR MATERIALS & SERVICES, MISC. PROFESSIONAL SERVICES FOR THE PURPOSE OF TRANSITION SERVICES FOR THE NEW OFFICE OF THE AUDITOR; AND DECLARING AN EMERGENCY.

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Date: August 30, 1994

Presented by: Alexis Dow

### FACTUAL BACKGROUND AND ANALYSIS

The voters of the district on November 3, 1992, approved the 1992 Metro Charter. The charter created the Office of Metro Auditor and specified that the term of the first auditor begins on January 3, 1995.

Since this is a new Office, there is no historical data on which to prepare the budget nor staff, office furniture, equipment or supplies. This is a request for \$5,000 in transition funds for a Professional Services contract. The contractor will expedite development of timely input to the FY 1995-96 budget, staff recruitment, office set-up, and other actions which will contribute to the efficient start-up of the Office of the Auditor as of January 3, 1995.

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Ordinance No. 94-569 and declaring an emergency.

**AGENDA ITEM NO. 7.4**  
**Meeting Date: October 13, 1994**

**ORDINANCE NO. 94-572A**

## FINANCE COMMITTEE REPORT

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### ORDINANCE NO. 94-572A AMENDING THE FY 1994-95 BUDGET AND SCHEDULE OF APPROPRIATIONS TO FUND THE UPDATING AND REPRINTING PUBLIC INFORMATION MATERIALS FOR THE METROPOLITAN GREENSPACES PROGRAM

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Date: October 6, 1994

Presented By: Councilor Devlin

**COMMITTEE RECOMMENDATION:** At its September 28, 1994 meeting the Committee voted unanimously to recommend Council adoption of Ordinance No. 94-572 as amended. Committee members present and voting were Councilors Buchanan, Devlin, Gardner, Kvistad, Monroe, Van Bergen and Washington. Councilor McLain was absent.

**COMMITTEE DISCUSSION/ISSUES:** Pat Lee, Planning and Capital Development Manager, and Ron Klein, Senior Regional Planner, gave the Staff Report. Mr. Lee stated the ordinance does the following: 1) it transfers \$45,850 from the General Fund Contingency to the Regional Parks and Greenspaces Department Planning and Capital Development Division Materials and Services budget to pay for the update and reprinting of various public information materials regarding the Greenspaces Master Plan and Greenspaces Program; and 2) it transfers \$10,600 from the Regional Parks and Expo Fund Contingency to the Planning and Capital Development Division Personal Services budget to pay for the costs of a new temporary Program Assistant I position at a 0.5 FTE level to assist in the production and dissemination of the public information materials.

Mr. Klein pointed out that the public interest and demand for information regarding the Metropolitan Greenspaces Master Plan has increased as a result of the Council's recent decision to refer a bond measure to the voters in 1995. He stated that the Department is running low on current stocks of informational materials and that some are out of date and must be revised. He referred the Committee to the list of proposed public information materials included as an attachment to the written Staff Report.

Don Carlson, Council Administrator, presented a memo dated September 28, 1994 to the Committee which included several questions and an option to funding the request (See Attachment 1 to this Committee Report). He stated the primary motivation for the recommended option is the need to preserve the General Fund Contingency given the uncertainty of the proposed Construction Tax and the need to have adequate resources for FY1995-96 to meet anticipated General Fund needs and Planning program needs. He stated the recommended option is to delete the request for the new temporary Program Assistant I position (\$10,600) and to pay for the entire public information materials request (\$45,850) out of a transfer from the Regional Parks and Expo Fund Contingency. In regard to the deletion of the position, Mr. Carlson stated there appears to be sufficient personnel in the Department particularly in the Planning and Capital Development Division to carry out the production and dissemination of the public information materials.

In response to Mr. Carlsons questions, Mr. Lee stated the Department did not include this request in the FY 1994-95 budget because the question of whether or not to place a bond measure before the voters was not resolved when the original budget was proposed and nor during the budget deliberations held early in 1994. In regard to the need for the additional position, Mr. Klein stated existing staff is very busy doing the various outreach and education programs identified in the budget and expressed concern that the materials may be produced but not disseminated.

Another option to funding the request proposed by Councilor Devlin was to pay for the cost of the Master Plan Tabloid and its distribution (\$25,600) from the General Fund Contingency and all other costs (\$30,850) from the Regional Parks and Expo Fund Contingency. Councilor Gardner was supportive of this approach with the deletion of the new position.

Jennifer Sims, Finance Director, provided additional information on the details of the Regional Parks and Expo Fund Contingency (See Attachment 2 to this Committee Report) and requested clarification of what specific part of the Contingency would be used to fund this request. Mr. Carlson stated that his recommendation was to use \$23,151 identified as Excise Tax-Greenspaces Planning and \$22,699 identified as Excise Tax-Earned from County Facilities. This totals \$45,850 from the Contingency category.

The Committee approved the Council Staff recommendation.

**METRO**

ATTACHMENT 1  
(Fin.Comm.Rpt/94-572A)

Date: September 28, 1994

To: Finance Committee

From: Donald E. Carlson, Council Administrator *DEC*

Re: Ordinance No. 94-572 Amending the FY 94-95 Budget and Appropriations Schedule to Update and Reprint Public Information Materials for the Metropolitan Greenspaces Program

This ordinance provides \$56,450 of additional expenditure authority to the Regional Parks and Greenspaces Department. Of this amount \$45,850 is requested to be transferred from the General Fund Contingency to various Materials and Services line items and \$10,600 is requested to be transferred from the Regional Parks and Expo Fund Contingency to the Personal Services category. The money to be transferred from the General Fund Contingency is proposed to be spent on the publication of various public information materials relating to the Greenspaces Master Plan and the Greenspaces program in general (See the Staff Report for a specific list of publications). The money from the Regional Parks and Expo Contingency is proposed to be spent on a new part time temporary Program Assistant I position to assist in the production and dissemination of the material.

This is a substantial program enhancement made shortly after the start of the current fiscal year. Council Staff has several questions and a suggested option for Committee consideration as follows:

**1. Why wasn't this request made during the deliberations on the FY 94-95 Budget?** The Staff Report implies that Council adoption of Resolution No. 94-2011A in late July was the motivating factor for the request. However, the process which led to the adoption of the resolution was well under way during the budget deliberations. Why didn't the Department anticipate this need at that time?

**2. What is the reason for the split in funding between the General and Regional Park and Expo Fund Contingencies?** The General Fund has the major part of the request compared to the Regional Park and Expo Fund. The latter Fund Contingency is \$429,849. Information provided by the Finance Department during deliberations on the FY 94-95 Budget identified certain portions of the Contingency (See Attachment 1 which is an excerpt from a June 20, 1994 Jennifer Sims memo). Specifically, \$50,947 has been identified as additional Ending Fund Balance and was placed in the Contingency and \$195,040 was similarly identified as additional "undesigned" Ending Fund Balance and placed in the Contingency. The IGA with Multnomah County restricts the use of funds generated from the County Facilities to "...the operation, management,



marketing, maintenance, and improvement of the County Facilities, which shall include any overhead or central service charges which METRO attributes to the County Facilities. . ." (See Attachment 2 which is an excerpt from the IGA). It is clear that the above amounts totaling \$245,987 are restricted by the IGA to be used for the County Facilities. The question is what part of the remaining Contingency (\$183,862) can be used for the Greenspaces program. The Resources part of the FY 94-95 Budget for the Regional Parks and Expo Fund shows a transfer from the General Fund of \$84,474 (See Attachment 3). This is the amount of money projected to be collected from the imposition of the Metro excise tax on the County Facilities. It is reasonable to assume that this money is part of the Contingency since it is collected as the year progresses and is passed back to the Regional Parks and Expo Fund. Since it is a transfer from the General Fund it is a discretionary resource which can be used for any purpose of the Fund including the Greenspaces program.

**3. Can the program be accomplished without the additional part time position? If so, what other work will not be accomplished?** It should be noted that the FY 94-95 Budget note book identifies the following Objective for the Out Reach and Education Program in the Planning and Capital Development Division: "Continue efforts to increase public awareness, understanding and support for the Regional Parks and Greenspaces Department, its mission, objectives, facilities and programs, and implementation of the Greenspaces Master Plan through news releases, public service announcements and presentations to civic organizations". The Planning and Capital Development Division's Outreach and Education Program is funded at a 4.5 FTE level to carry out the Objective quoted above and five others. It appears that the production and dissemination of the public information materials in this request ought to be able to be accomplished within the current staffing levels.

An option to consider for Ordinance No. 94-572 is an amendment to eliminate the proposed temporary Program Assistant position and fund the entire Public Information materials request (\$45,850) from a transfer from the Regional Parks and Expo Fund Contingency as part of the \$84,474 of discretionary resources. This would be a net increase of \$35,250 in the proposed use of the Contingency since the original request was for \$10,600 from the Regional Parks and Expo Fund Contingency. This option would help preserve the General Fund Contingency for other potential uses but would reduce the amount of funds available for support of the County Facilities and related programs.

cc: Metro Council  
Dick Engstrom  
Jennifer Sims  
Charlie Ciecko  
Pat LaCrosse



**METRO**

ATTACHMENT 1  
 (CouStf Memo 94-572)

DATE: June 20, 1994  
 TO: Council Finance Committee  
 FROM: Jennifer Sims, Director of Finance and Management Information *JS by CF*  
 RE: FINAL ADJUSTMENTS TO THE FY 1994-95 BUDGET

Several departments have requested final adjustments to their FY 1994-95 budget. The requests are arranged by Technical Changes and Policy Changes, and by fund. Technical Changes consist of carry-over of uncompleted projects from FY 1993-94, implementation of changes approved by Council, and corrections of technical mistakes. Policy Changes consist of new requests, new grants, or changes not yet reviewed by Council. Carry-over of FY 1993-94 projects is accomplished by increasing the Beginning Fund Balance by the amount of the carry-over, and by increasing the appropriate line item.

**TECHNICAL CHANGES**

**REGIONAL PARKS AND EXPO FUND**

<u>Resources</u>		
305000	Fund Balance	
	• Expo Center Capital	\$243,000
	• <u>Parks Development</u>	<u>50,947</u>
	• Parks Department (additional revenues)	57,482
	• Greenspaces (excise tax carry-over)	30,600
	• <u>Undesignated</u>	<u>195,040</u>
331110	Federal Grants - Fish & Wildlife (year 1 and 2)	<u>8,931</u>
		<u>\$586,000</u>

**Regional Parks and Greenspaces Department:**

A number of contracts originally estimated to be completed in FY 1993-94 or authorized by the Metro Council since action on the approved budget need to be carried forward into FY 1994-95.

Operations and Maintenance Division:

Requirements

<u>Materials &amp; Services</u>		
524190	Misc. Professional Services	\$ 9,600

Contracts carried forward are:

Marine Facilities Parking/Kiosk Construction	5,000
Marine Facilities Beak Report	1,600
Henton and Company	<u>3,000</u>
	\$ 9,600

Please refer to Page 1 of EXHIBIT A for more detail of contracts.

Planning and Capital Development Division:

Requirements

<u>Materials &amp; Services</u>		
524190	Misc. Professional Services	\$ 70,980
526310	Printing Services	5,250
529835	External Promotion	<u>11,183</u>
		\$ 87,413

Contracts carried forward are:

Portland Audubon Society	\$ 500
Conkling, Fiskum and McCormick	14,100
Pacific Meridian Resources	11,000
Forty Mile Loop Land Trust	2,500
The Wetlands Conservancy Urban Streams Council	7,431
Oregon Graduate Institutes Saturday Academy	1,500
Blue Lake Summer Concert Series	9,490
Especially for Kids Program	5,959
Regional Parks and Greenspaces Brochures and Marketing	32,433
City of Sherwood	<u>2,500</u>
	\$ 87,413

Please refer to Exhibit A for more detail of contracts.

**Parks Development Fund Balance:**

In FY 1993-94, budget Ordinance No. 94-550 amending the Regional Parks and Expo Fund identified an additional \$50,947 in ending Parks Development Fund balance. The department requests the recognition of this added fund balance. The amount will be placed in Contingency pending development of a capital plan for these funds.

Requirements

599999	Contingency – Parks Department	\$50,947
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**Expo Center:**

Multnomah County started several Capital projects at the Expo Center before it was transferred to Metro. Those projects will be completed by Metro, using funds provided by Multnomah County in FY 1993-94. This request carries-over appropriations for projects which are not yet completed.

Requirements

<u>Capital Outlay</u>		
574520	Construction Work/Materials - Buildings	\$243,000

Those projects are:

1.	ADA compliance	\$100,000
2.	Painting	50,000
3.	Interior, exterior lighting	43,000
4.	Environmental assessment	<u>50,000</u>
		\$243,000

**Undesignated Fund Balance:**

Ordinance No. 94.550 amending the FY 1993-94 Regional Parks and Expo Fund budget identified an additional \$224,000 of undesignated ending balance for the fund. Due to Oregon Budget Law restrictions, only \$195,040 can be recognized for FY 1994-95. This amount will be placed in Contingency.

Requirements

59999	Contingency	\$195,040
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Acquisition and Protection Fund shall be maintained for its stated purpose, in accordance with Multnomah County Resolution No. 93-338 (attached as Exhibit 2). It is agreed by the parties that the proceeds from any further sales of the property known generically as "the Edgefield property" or "Edgefield Manor" shall be placed within the Natural Areas Acquisition and Protection Fund, consistent with Multnomah County Resolution No. 93-338.

3. Expenditures from Natural Areas Acquisition and Protection Fund. The COUNTY and METRO will cooperate to develop an annual budget proposal for the Natural Areas Fund, to be presented and adopted by the Board of County Commissioners in their annual budget process. The budget approved by the Board of County Commissioners for the Natural Areas Fund shall be consistent with purposes and priorities as identified in the Multnomah County Natural Areas Protection and Management Plan. The COUNTY shall fully reimburse METRO for expenses incurred by METRO for those portions of the Natural Areas Fund budget to be implemented by METRO, including compensation and benefits for COUNTY personnel transferred to METRO whose compensation is currently budgeted out of the fund. Prior to the expenditure of funds for acquisition of land or other easements, METRO shall consult with the COUNTY and receive Board of County Commissioners approval of the acquisition. The Board of County Commissioners shall not withhold approval of acquisitions and expenditures which are consistent with the purposes contained in the Natural Areas Protection and Management Plan.

4. Capital Improvements/ADA Compliance. The parties agree that the COUNTY shall complete and carry out any currently budgeted capital improvements and/or ADA compliance projects planned for the COUNTY facilities, regardless of whether funds for such improvements/projects are budgeted in the Multnomah County Recreation Fund or elsewhere in the COUNTY's budget. COUNTY shall complete these improvements/projects by transferring the appropriate budgeted funds to Metro upon the effective date of this Agreement, unless the Transition Team agrees upon an alternative method of completion.

F. Metro Regional Parks/Expo Fund

1. Effective no later than January 1, 1994, METRO shall establish a new recreation fund as part of the METRO budget, known as the Metro Regional Parks/Expo Fund. All funds formerly in the Multnomah County Recreation Fund shall be transferred to the Metro Regional Parks/Expo Fund. All revenues attributable to the County Facilities, from whatever source, shall be placed within the Metro Regional Parks/Expo Fund. The Metro Regional Parks/Expo Fund shall be spent only on the operation, management, marketing, maintenance, and improvement of the County Facilities, which shall include any overhead or central services charges which METRO attributes to the County Facilities for provision of services by METRO or Metro ERC.

2. In no event shall METRO be required to fund and/or subsidize the County Facilities or the Metro Regional Parks/Expo Fund with funds from any other METRO program, activity, or fund, provided, however, that METRO may, in its sole discretion, and,

# Regional Parks and Expo Fund

ATTACHMENT 3  
(CouStff Memo 94-572)

HISTORICAL DATA ACTUAL \$		FY 1993-94 ADOPTED BUDGET		FISCAL YEAR 1994-95		PROPOSED		APPROVED		ADOPTED	
FY 1991-92	FY 1992-93	FTE	AMOUNT	ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Resources</b>											
					<u>Resources</u>						
0	0		1,012,420	305000	Fund Balance - general (Intergov't Rev)		300,000		300,000		495,040
0	0		0	391010	Trans. of Resources from General Fund		85,328		70,236		84,474
					REGIONAL PARKS & GREENSPACES						
0	0		0	305000	Fund Balance - restricted		29,965		117,465		256,494
0	0		0	322000	Boat Ramp Use Permit		400		400		400
0	0			331110	Federal Grants-Operating-Direct						
0	0		25,000		National Parks Service		0		0		0
0	0		870,100		U.S. Fish & Wildlife Service (Years 1 & 2)		323,997		353,650		362,581
0	0				U.S. Fish & Wildlife Service (Year 3)		218,000		218,000		218,000
0	0				U.S. Fish & Wildlife Service (Year 4)		228,000		228,000		228,000
0	0		125,000		Federal Grants-Operating-Indirect						
0	0			331120	NSF/Saturday Academy		14,346		14,346		14,346
0	0				FHWA/CMAQ		20,340		20,340		20,340
0	0			331300	Federal Grants-Capital		10,000		10,000		10,000
0	0			334110	State Grants-Operating-Direct						
0	0				Oregon State Parks		15,000		15,000		15,000
0	0			337210	Local Grants-Operating-Direct						
0	0		27,500		City of Portland, IPA/EPA		27,500		27,500		27,500
0	0		20,000		Local governments		16,500		26,500		26,500
					Bybee-Howell		0		15,000		15,000
0	0		52,030	338000	Local Gov't Shared Revenues-R.V. Registration Fees		271,000		271,000		271,000
0	0		54,816	338200	Local Gov't Shared Revenues/Marine Fuel Tax		135,000		135,000		135,000
0	0		0	339200	Intergovernmental Revenue (County transfer)		10,300		10,300		10,300
0	0		30,659	339200	Contract Services		465,979		465,979		465,979
0	0		23,243	341700	Cemetery Services		93,523		93,523		93,523
0	0		9,000	341710	Cemetery Sales		42,736		42,736		42,736
0	0		65,073	347100	Admissions		325,000		325,000		325,000
0	0		43,438	347110	User Fees		0		0		0
0	0		57,908	347120	Reservation Fees		100,244		100,244		100,244
0	0		33,257	347220	Rental-Buildings		50,000		50,000		50,000
0	0		7,133	347300	Food Service		5,850		5,850		5,850
0	0		286,000	347830	Contract Revenue		699,188		699,188		699,188
0	0		37,945	347900	Other Miscellaneous Revenue		20,900		20,900		20,900
0	0		4,500	347960	Boat Launch Fees		110,000		110,000		110,000
0	0		1,686	361100	Interest Earned		26,726		26,726		26,726
0	0		5,500	365100	Donations & Bequests		0		0		0
0	0		0	373500	Sale of Proprietary Assets		15,277		15,277		15,277
0	0		589,172	391010	Trans. of Resources from General Fund		462,000		513,327		496,435
0	0		114,500	391140	Trans. Resources from Planning Fund		0		0		0
0	0		18,700	393761	Trans. Direct Costs from Smith & Bybee Lakes Fund		25,429		25,429		25,429
0	0		0	39376X	Trans. Direct Costs from Regional Parks Trust Fund		3,960		3,960		3,960

**FY 1994-95 Regional Parks and Expo Fund  
Detail Components of Contingency**

<b>Contingency</b>	<b>\$429,849</b>
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		<u>Funding Source</u>
Expo Center	\$56,587	Expo Revenues
Regional Parks - Administration Division	\$685	Excise Tax
Regional Parks - Operations & Maintenance Division	\$5,305	Parks Revenues
Regional Parks - Parks Development	\$50,947	Multnomah County Carryover
Regional Parks - Planning & Capital Development		
Management Support	\$3,205	Excise Tax
Acquisition	\$1,659	County Transfer
Master Planning	\$319	Excise Tax
Trails & Greenways	\$3,351	Excise Tax
Restoration	\$2,125	Grants
Government Coordination/Land Use	\$2,621	Excise Tax
Outreach & Education	\$12,970	Excise Tax
Outreach & Education	\$10,561	Grants
Regional Parks and Expo Fund - Balance of undesignated beginning fund balance for Regional Parks and Expo facilities	\$195,040	Multnomah County Carryover
Regional Parks and Expo Center - Excise tax generated from former Multnomah County facilities (Expo Center), dedicated back to the operations of the facilities	\$84,474	Excise Tax

Table by Source of Revenue

Expo Revenues	\$56,587	
Parks Revenues	\$5,305	
Multnomah County Carryover/Transfer	\$247,646	
Grants	\$12,686	
Excise Tax - Greenspaces Planning	\$23,151	
Excise Tax - Earned from County Facilities (Expo Center)	\$84,474	
<b>Total Contingency</b>	<b>\$429,849</b>	

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1994-95 )	ORDINANCE NO. 94-572A
BUDGET AND APPROPRIATIONS )	
SCHEDULE BY TRANSFERRING \$45,850 )	Introduced by Rena Cusma,
FROM THE <del>[GENERAL FUND]</del> <u>REGIONAL</u> )	Executive Officer
<u>PARKS AND EXPO FUND CONTINGENCY TO</u> )	
MATERIALS AND SERVICES IN THE )	
REGIONAL PARKS AND GREENSPACES )	
DEPARTMENT FOR THE PURPOSE OF )	
UPDATING AND REPRINTING PUBLIC )	
INFORMATION MATERIALS FOR THE )	
METROPOLITAN GREENSPACES )	
PROGRAM; AND DECLARING AN )	
EMERGENCY )	

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1994-95 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,  
THE METRO COUNCIL HEREBY ORDAINS;

1. That the FY 1994-95 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$45,850 from the ~~[General Fund]~~ Regional Parks and Expo Fund Contingency to the ~~[Regional Parks and Expo Fund]~~ Planning & Capital Development Division, Greenspaces Program for the purpose of updating and reprinting public information materials for the Metropolitan Greenspaces Program.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.



ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

ATTEST:

\_\_\_\_\_  
Judy Wyers, Presiding Officer

\_\_\_\_\_  
Clerk of Council

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**Exhibit A  
Ordinance No. 94-572A**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Greenspaces Department</b>							
<b>Total Personal Services</b>		<b>44.85</b>	<b>1,701,637</b>	<b>0.00</b>	<b>0</b>	<b>44.85</b>	<b>1,701,637</b>
<u>Materials &amp; Services</u>							
521100	Office Supplies		5,060		0		5,060
521110	Computer Software		7,835		0		7,835
521111	Computer Supplies		720		0		720
521210	Landscape Supplies		9,443		0		9,443
521220	Custodial Supplies		7,245		0		7,245
521240	Graphics/Reprographic Supplies		600		500		1,100
521250	Tableware Supplies		1,100		0		1,100
521260	Printing Supplies		735		0		735
521270	Animal Food		100		0		100
521290	Other Operating Supplies		16,931		0		16,931
521292	Small Tools		2,889		0		2,889
521293	Promotional Supplies		1,625		0		1,625
521310	Subscriptions		900		0		900
521320	Dues		475		0		475
521510	Maintenance & Repairs Supplies-Building		12,930		0		12,930
521520	Maintenance & Repairs Supplies-Grounds		28,733		0		28,733
521540	Maintenance & Repairs Supplies-Equipment		10,360		0		10,360
523100	Merchandise for Resale-Food		9,775		0		9,775
523200	Merchandise for Resale-Retail		2,750		0		2,750
524110	Accounting & Auditing Services		4,200		0		4,200
524120	Legal Fees		0		0		0
524130	Promotion/Public Relation Services		0		0		0
524190	Miscellaneous Professional Services		1,134,124		11,260		1,145,384
525110	Utilities-Electricity		26,795		0		26,795
525120	Utilities-Water & Sewer Charges		10,030		0		10,030
525140	Utilities-Heating Fuel		3,750		0		3,750
525150	Utilities-Sanitation Service		17,305		0		17,305
525190	UtilitiesOther		2,000		0		2,000
525610	Maintenance & Repair Services-Building		825		0		825
525620	Maintenance & Repairs Services-Grounds		0		0		0
525640	Maintenance & Repairs Services-Equipment		4,659		0		4,659
525710	Equipment Rental		30,933		0		30,933
525740	Capital Lease		2,750		0		2,750
526200	Ads & Legal Notices		1,525		9,600		11,125
526310	Printing Services		66,825		14,740		81,565
526320	Typesetting & Reprographics Services		3,400		2,250		5,650
526410	Telephone		8,152		0		8,152
526420	Postage		16,245		7,500		23,745
526440	Delivery Services		575		0		575
526500	Travel		3,850		0		3,850
526510	Mileage Reimbursement		1,675		0		1,675
526690	Concessions/Catering Contract		26,950		0		26,950
526700	Temporary Help Services		1,000		0		1,000
526800	Training, Tuition, Conferences		7,065		0		7,065
529910	Uniform Supply		6,950		0		6,950
528100	License, Permits, Payment to Agencies		216,915		0		216,915
526900	Miscellaneous Other Purchased Services		220		0		220
528310	Real Property Taxes		82,500		0		82,500
529500	Meetings		1,450		0		1,450
529835	External Promotion		29,188		0		29,188
<b>Total Materials &amp; Services</b>			<b>1,832,062</b>		<b>45,850</b>		<b>1,877,912</b>

**Exhibit A  
Ordinance No. 94-572A**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Greenspaces Department</b>							
	<u>Capital Outlay</u>						
571100	Land		368,418		0		368,418
571200	Purchases-Improvements		3,000		0		3,000
571400	Equipment and Vehicles		3,525		0		3,525
571500	Purchases-Office Furniture & Equipment		7,293		0		7,293
574510	Construction Work/Materials-Improvements		25,000		0		25,000
574520	Construction Work/Materials-Buildings		10,000		0		10,000
	<b>Total Capital Outlay</b>		<b>417,236</b>		<b>0</b>		<b>417,236</b>
	<b>TOTAL EXPENDITURES</b>	<b>44.85</b>	<b>3,950,935</b>	<b>0.00</b>	<b>45,850</b>	<b>44.85</b>	<b>3,996,785</b>

**Exhibit A  
Ordinance No. 94-572A**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>** For Information Only **</b>							
<b>Regional Parks and Greenspaces Department (Administration)</b>							
<b>TOTAL EXPENDITURES</b>		<b>4.00</b>	<b>216,720</b>	<b>0</b>	<b>4.00</b>	<b>216,720</b>	

**Regional Parks and Greenspaces Department (Operations and Maintenance)**

<b>TOTAL EXPENDITURES</b>		<b>32.35</b>	<b>1,696,067</b>	<b>0</b>	<b>32.35</b>	<b>1,696,067</b>	
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**Regional Parks and Greenspaces Department (Planning and Capital Development)**

<b>Total Personal Services</b>		<b>8.50</b>	<b>456,379</b>	<b>0.00</b>	<b>0</b>	<b>8.50</b>	<b>456,379</b>
<b>Materials &amp; Services</b>							
521100	Office Supplies		3,450		0		3,450
521110	Computer Software		2,585		0		2,585
521111	Computer Supplies		500		0		500
521210	Landscape Supplies		4,943		0		4,943
521240	Graphics/Reprographic Supplies		450		500		950
521250	Tableware Supplies		1,100		0		1,100
521260	Printing Supplies		550		0		550
521290	Other Operating Supplies		2,050		0		2,050
521292	Small Tools		500		0		500
521293	Promotional Supplies		1,625		0		1,625
521310	Subscriptions		900		0		900
521320	Dues		175		0		175
523100	Merchandise for Resale-Food		4,975		0		4,975
523200	Merchandise for Resale-Retail		2,750		0		2,750
524190	Miscellaneous Professional Services		1,026,954		11,260		1,038,214
525640	Maintenance & Repairs Services-Equipment		2,000		0		2,000
525710	Equipment Rental		19,883		0		19,883
525740	Capital Lease		2,750		0		2,750
526200	Ads & Legal Notices		500		9,600		10,100
526310	Printing Services		63,200		14,740		77,940
526320	Typesetting & Reprographics Services		3,400		2,250		5,650
526410	Telephone		2,500		0		2,500
526420	Postage		16,245		7,500		23,745
526440	Delivery Services		575		0		575
526500	Travel		3,850		0		3,850
526510	Mileage Reimbursement		1,675		0		1,675
526700	Temporary Help Services		1,000		0		1,000
526800	Training, Tuition, Conferences		2,500		0		2,500
529910	Uniform Supply		500		0		500
528100	License, Permits, Payment to Agencies		300		0		300
529500	Meetings		1,450		0		1,450
529835	External Promotion		29,188		0		29,188
<b>Total Materials &amp; Services</b>			<b>1,205,023</b>		<b>45,850</b>		<b>1,250,873</b>
<b>Total Capital Outlay</b>			<b>376,746</b>		<b>0</b>		<b>376,746</b>
<b>TOTAL EXPENDITURES</b>		<b>8.50</b>	<b>2,038,148</b>	<b>0.00</b>	<b>45,850</b>	<b>8.50</b>	<b>2,083,998</b>

**Exhibit A**  
**Ordinance No. 94-572A**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Expo Center</b>							
<b>TOTAL EXPENDITURES</b>		<b>11.70</b>	<b>1,410,794</b>	<b>0</b>	<b>0</b>	<b>11.70</b>	<b>1,410,794</b>
<b>Regional Parks and Expo Fund General Expenses</b>							
<u>Interfund Transfers</u>							
581610	Trans. Indirect Costs to Supp. Svcs. Fun		405,977		0		405,977
581615	Trans. Indirect Costs to Risk Mgmt Fund-Liability		76,392		0		76,392
581615	Trans. Indirect Costs to Risk Mgmt Fund-Worker Comp		14,467		0		14,467
581513	Trans. Indirect Costs to Bldg Mgmt Fund-Metro Center		0		0		0
581513	Trans. Indirect Costs to Bldg Mgmt Fund-Reg. Center		81,584		0		81,584
583751	Transfer Direct Costs to Metro ERC Admin. Fund		73,500		0		73,500
<b>Total Interfund Transfers</b>			<b>651,920</b>		<b>0</b>		<b>651,920</b>
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		429,849		(45,850)		383,999
599990	Unappropriated Balance		53,254		0		53,254
<b>Total Contingency and Unappropriated Balance</b>			<b>483,103</b>		<b>(45,850)</b>		<b>437,253</b>
<b>TOTAL EXPENDITURES</b>		<b>56.55</b>	<b>6,496,752</b>	<b>0.00</b>	<b>0</b>	<b>56.55</b>	<b>6,496,752</b>

**Exhibit B**  
**Ordinance No. 94-572A**  
**FY 1994-95 SCHEDULE OF APPROPRIATIONS**

	Current Appropriation	Revision	Proposed Appropriation
<b>REGIONAL PARKS AND EXPO FUND</b>			
Regional Parks and Greenspaces			
Personal Services	1,701,637	0	1,701,637
Materials & Services	1,832,062	45,850	1,877,912
Capital Outlay	417,236	0	417,236
Subtotal	3,950,935	45,850	3,996,785
Expo Center			
Personal Services	476,444	0	476,444
Materials & Services	541,350	0	541,350
Capital Outlay	393,000	0	393,000
Subtotal	1,410,794	0	1,410,794
General Expenses			
Interfund Transfers	651,920	0	651,920
Contingency	429,849	(45,850)	383,999
Subtotal	1,081,769	(45,850)	1,035,919
Unappropriated Balance	53,254	0	53,254
<b>Total Fund Requirements</b>	<b>6,496,752</b>	<b>0</b>	<b>6,496,752</b>

**ALL OTHER APPROPRIATIONS REMAIN AS PREVIOUSLY ADOPTED**

## STAFF REPORT

### **CONSIDERATION OF ORDINANCE NO. 94-572, FOR THE PURPOSE OF AMENDING THE FY 1994-95 BUDGET BY TRANSFERRING \$45,850 FROM THE GENERAL FUND CONTINGENCY TO MATERIALS AND SERVICES IN THE REGIONAL PARKS AND GREENSPACES DEPARTMENT FOR THE PURPOSE OF UPDATING AND REPRINTING PUBLIC INFORMATION MATERIALS FOR THE METROPOLITAN GREENSPACES PROGRAM**

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Date: 1 September 1994

Presented by: Pat Lee

#### BACKGROUND AND ANALYSIS

In July 1992, the Metro Council adopted the Metropolitan Greenspaces Master Plan (Resolution No. 92-1637) that set policies, goals, and objectives to establish a cooperative, regional system of parks, natural areas, open space, trails and greenways for wildlife and people. A Metropolitan Greenspaces brochure, master plan summary, information tabloid, and fact sheets were among the materials produced to inform and build public awareness of the efforts to implement the master plan.

On July 28, 1994, the Metro Council passed Resolution No. 94-2011A, referring a \$138.8 million bond measure to acquire land for a regional system of greenspaces. Public interest and demand for information regarding the Metropolitan Greenspaces Master Plan has increased as a result of the Metro Council bond measure referral in addition to increased public concerns about population growth in the region. Citizens are becoming increasingly aware of greenspace and growth issues through the Region 2040 program, related stories in the media, and other Metro Regional Parks and Greenspaces Department public education efforts (i.e. Metro GreenScene, greenspace grants program, Green City Data Project).

Updating and reprinting the materials identified in Attachment 1 (i.e. brochure, tabloid, master plan summary, fact sheets, maps, folders, photos) will meet the anticipated need to provide timely and accurate public information about the Metropolitan Greenspaces Master Plan. These materials will require additional funding not identified in the FY 1994-95 Regional Parks and Greenspaces Department budget. The current department budget does not allow for the increased demand for public information materials in the event of a bond measure referral by the Metro Council.

#### BUDGET IMPACT

Total estimated cost of updating, reprinting, and disseminating greenspaces materials is \$69,450 (Attachment 1, Table 1). Additional staff time will be required to assist in the production of the materials, disseminate information, and to adequately respond to requests for information in a timely manner. A temporary Program Assistant I position (0.5 FTE) will be needed through the end of FY 94-95. The position is budgeted at \$9.13 per hour, plus benefits, totaling \$10,600. This position will be funded from department contingency funds.

Some of the other costs are also identified in the FY 1994-95 department budget (i.e. greenspaces program brochure, photo supplies) totaling \$13,000. However, full implementation of the work will require a \$45,850 General Contingency Fund transfer to the Regional Parks and Greenspaces Department budget. These funds would be used for the production of many of the greenspaces public information materials.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 94-572.



**UPDATING & REPRINTING  
PUBLIC INFORMATION MATERIALS  
for the  
METROPOLITAN GREENSPACES PROGRAM**



**Metro Regional Parks and Greenspaces  
September 1994**

## **I. Introduction**

The purpose of updating and reprinting public information materials for the Metropolitan Greenspaces Program is to provide consistent and accurate information to citizens related to the Metropolitan Greenspaces Master Plan. The Metropolitan Greenspaces Master Plan, adopted by the Metro Council in 1992, describes the elements and mechanisms to establish a regional system of natural areas, parks, open space, greenways, and trails for wildlife and people. The plan identifies Metro as the primary coordinator of the program, working in cooperation with governments, nonprofit organizations, land trusts, businesses, and citizens to provide long-term protection to natural areas in the metropolitan area. The primary goal of the Metropolitan Greenspaces Master Plan is to include natural areas as a feature of the urban landscape, now and in the future.

Effective public communications about the Metropolitan Greenspaces Master Plan are vital to establishing a regional greenspace and trails system. Providing information to local government cooperators, businesses, and citizens about the greenspaces program will help in their understanding of the attributes and goals of the greenspaces master plan, and how the greenspaces system will contribute to growth management efforts in the region. Increased public awareness of the Metropolitan Greenspaces Master Plan will lead to greater cooperation and involvement in the development and management of a regional greenspaces and trail system.

This document describes the materials, implementation schedule, and budget necessary to provide timely and accurate public information about the Metropolitan Greenspaces Master Plan.

## **II. Public Information Materials**

The following identifies the primary greenspaces materials needed to provide adequate information to citizens about the Metropolitan Greenspaces Master Plan. With the exception of the Greenspaces Information Sheets and Oblique Aerial Photos, all the other materials are existing low inventory or out of date materials that require revision and reprinting.

- Produce a general *Metropolitan Greenspaces Program Brochure* (30,000 copies) describing the general goals and elements of the Metropolitan Greenspaces Master Plan.
- Produce a 4-page, 11"x17" *Metropolitan Greenspaces Master Plan Tabloid* (400,000 copies). The tabloid would be distributed through This Week Magazine, community events, local government offices, businesses, environmental groups, civic organizations, libraries, and individual requests.
- Reprint *Metropolitan Greenspaces Master Plan Summary* (2,500 copies).
- Update and reprint *Metropolitan Greenspaces Master Plan Map* (4,000 copies).
- Develop a series of *Metropolitan Greenspaces Information Sheets* answering frequently asked questions or reviewing important greenspace issues

- Produce a *Metro Regional Parks and Greenspaces Information Folder* (pee-chee style, 2,500 copies) for greenspaces public information materials.
- Establish a comprehensive *slide file* of key Metropolitan Greenspaces, education activities, and recreational activities.
- Obtain *oblique aerial photos and slides* of the urban/greenspace interface, urban growth boundary, regional metropolitan perspectives, and key metropolitan greenspaces.

### **III. Implementation Schedule**

The public information materials described in this document would require approval and funding by the Metro Council by means of a Resolution and an Ordinance amending the Metro budget. The resolution would go before the Metro Regional Facilities Committee on September 7 and to full Metro Council on September 22, 1994. The budget amendment ordinance would be first read at the Metro Council meeting on September 22, go to the Metro Finance Committee on September 28, and return to the full Metro Council for approval consideration on October 13, 1994.

Other scheduled items include:

- The Metropolitan Greenspaces brochure to be completed by December 31, 1994.
- The Metropolitan Greenspaces Master Plan tabloid to be completed by January 31, 1995.

### **IV. Budget**

The estimated costs of updating and reprinting greenspaces public information materials is shown in Table 1. The budget will cover the costs of designing and producing the printed material, photographic supplies, stationery supplies, and Metro staff labor associated with material production and dissemination. The materials will be produced pending Metro Council approval of an ordinance amending the FY 94-95 budget.

**Table 1**

**Estimated budget associated with the revision, production and dissemination of public information materials for the Metropolitan Greenspaces Program.**

<b>Product Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Greenspaces Brochure</b>	30,000; 4-color	30 cents	\$10,000 (\$3,000 for design; \$7,000 for printing)
<b>Master Plan Tabloid</b>	400,000; 11" x 17" 4-page	4 cents	\$16,000 (\$5,760 for design; \$10,240 for printing.
<b>Tabloid Insert in This Week</b>	300,000	\$32 per 1,000	\$9,600
<b>Master Plan Summary</b>	2,500	\$1.80	\$4,500
<b>Master Plan Map</b>	4,000	88 cents	\$3,500 (\$3,000 for printing; \$500 for supplies)
<b>Greenspaces Info Sheets</b>	5 sheet; 5,000 copies each	5 cents	\$2,500
<b>Dept Information Folders</b>	2,500 pee-chee style	90 cents	\$2,250
<b>Slide File Supplies/Processing</b>			\$500
<b>Oblique Aerial Photos</b>	true color; 25 sites; 2- 8" x 10" photos per site	\$100 per site	\$2,500
<b>Postage</b>	10,000 pieces	75 cents per mailing	\$7,500
<b>0.5 FTE Program Assistant I</b>			\$10,600
<b>TOTAL</b>			<b>\$69,450</b>

**AGENDA ITEM NO. 7.5**  
**Meeting Date: October 13, 1994**

**ORDINANCE NO. 94-573**

## FINANCE COMMITTEE REPORT

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### ORDINANCE NO. 94-573 AMENDING THE FY 1994-95 BUDGET AND APPROPRIATION SCHEDULE TO FUND PUBLIC INFORMATION MATERIALS FOR THE 1995 GREENSPACES ACQUISITION BOND MEASURE

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Date: October 6, 1994

Presented By: Councilor Devlin

**COMMITTEE RECOMMENDATION:** At its September 28, 1994 meeting the Committee voted unanimously to recommend Council adoption of Ordinance No. 94-573. Committee members present and voting were Councilors Buchanan, Devlin, Kvistad, Monroe, Van Bergen and Washington. Councilors Gardner and McLain were absent.

**COMMITTEE DISCUSSION/ISSUES:** Pat Lee, Planning and Capital Development Manager, presented the Staff Report. He stated this ordinance transfers \$12,900 from the General Fund Contingency to the Regional Parks and Greenspaces Department budget to provide various public information materials which will explain the Greenspaces Bond Measure to the public. In response to a question from Chair Monroe, Don Carlson, Council Administrator, stated he felt it was appropriate to use General Fund resources to pay for the explanatory information. Councilor Devlin stated that he hoped the explanatory material will make reference to the ballot measure by measure number. He stated in the past such material didn't do that but doing so does not mean that Metro is advocating for the measure.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1994-95 )	ORDINANCE NO. 94-573
BUDGET AND APPROPRIATIONS )	
SCHEDULE BY TRANSFERRING \$12,900 )	Introduced by Rena Cusma,
FROM THE GENERAL FUND CONTINGENCY )	Executive Officer
TO MATERIALS AND SERVICES IN THE )	
REGIONAL PARKS AND GREENSPACES )	
DEPARTMENT FOR THE PURPOSE OF )	
PRODUCING PUBLIC INFORMATION )	
MATERIALS FOR THE 1995 GREENSPACES )	
ACQUISITION BOND MEASURE; AND )	
DECLARING AN EMERGENCY )	

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1994-95 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL HEREBY ORDAINS;

1. That the FY 1994-95 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purpose of transferring \$12,900 from the General Fund to the Regional Parks and Expo Fund, Greenspaces Program to produce public information materials for the 1995 Greenspaces Acquisition Bond Measure.

2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

ATTEST:

\_\_\_\_\_  
Ed Washington, Deputy Presiding Officer

\_\_\_\_\_  
Clerk of Council

**Exhibit A  
Ordinance No. 94-573**

FISCAL YEAR 1994-95		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>GENERAL FUND:General Expenses</b>							
<u>Interfund Transfers</u>							
581513	Trans. Indirect Costs to Bldg. Fund-Regional Center		303,807		0		303,807
581610	Trans. Indirect Costs to Support Svcs. Fund		519,495		0		519,495
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Gen'l		3,244		0		3,244
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Workers' Comp		6,008		0		6,008
583610	Trans.Direct Costs to Support Svcs. Fund		28,130		0		28,130
583615	Trans.Direct Costs to Risk Management Fund		15,758		0		15,758
<u>Excise Tax Transfers</u>							
582140	Trans. Resources to Planning Fund		2,676,264		0		2,676,264
582513	Trans. Resources to Building Mgmt. Fund		55,984		0		55,984
582610	Trans. Resources to Support Svcs. Fund		100,000		0		100,000
582160	Trans. Resources to Reg. Parks/Expo Fund		542,285		12,900		555,185
582160	Trans. Resources to Reg. Parks/Expo Fund (contingency)		84,474		0		84,474
<b>Total Interfund Transfers</b>			<b>4,335,449</b>		<b>12,900</b>		<b>4,348,349</b>
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		417,625		(12,900)		404,725
599990	Unappropriated Fund Balance		200,000		0		200,000
<b>Total Contingency and Unappropriated Balance</b>			<b>617,625</b>		<b>(12,900)</b>		<b>604,725</b>
<b>TOTAL EXPENDITURES</b>		<b>13.50</b>	<b>6,664,018</b>	<b>0.00</b>	<b>0</b>	<b>13.50</b>	<b>6,664,018</b>

**Note: This action assumes adoption of Ordinances No. 94-569, Auditor's Office, No. 94-570, implementation of the Construction Excise Tax, and No. 94-572 Greenspaces Public Awareness Plan**



**Exhibit A  
Ordinance No. 94-573**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund Resources</b>							
<u>Resources</u>							
305000	Fund Balance - general (Intergov't Rev)		495,040		0		495,040
391010	Trans. of Resources from General Fund		84,474		0		84,474
<b>REGIONAL PARKS &amp; GREENSPACES</b>							
305000	Fund Balance - restricted		256,494		0		256,494
322000	Boat Ramp Use Permit		400		0		400
331110	Federal Grants-Operating-Direct						
	U.S. Fish & Wildlife Service (Years 1 & 2)		362,581		0		362,581
	U.S. Fish & Wildlife Service (Year 3)		218,000		0		218,000
	U.S. Fish & Wildlife Service (Year 4)		228,000		0		228,000
331120	Federal Grants-Operating-Indirect						
	NSF/Saturday Academy		14,346		0		14,346
	FHWA/CMAQ		20,340		0		20,340
331300	Federal Grants-Capital		10,000		0		10,000
334110	State Grants-Operating-Direct						
	Oregon State Parks		15,000		0		15,000
337210	Local Grants-Operating-Direct						
	City of Portland, IPA/EPA		27,500		0		27,500
	Local governments		26,500		0		26,500
	Bybee-Howell		15,000		0		15,000
338000	Local Gov't Shared Revenues-R.V. Registration Fees		271,000		0		271,000
338200	Local Gov't Shared Revenues-Marine Fuel Tax		135,000		0		135,000
339200	Intergovernmental Revenue (County transfer)		10,300		0		10,300
339200	Contract Services		465,979		0		465,979
341700	Cemetery Services		93,523		0		93,523
341710	Cemetery Sales		42,736		0		42,736
347100	Admissions		325,000		0		325,000
347120	Reservation Fees		100,244		0		100,244
347220	Rental-Buildings		50,000		0		50,000
347300	Food Service		5,850		0		5,850
347830	Contract Revenue		699,188		0		699,188
347900	Other Miscellaneous Revenue		20,900		0		20,900
347960	Boat Launch Fees		110,000		0		110,000
361100	Interest Earned		26,726		0		26,726
365100	Donations & Bequests		0		0		0
373500	Sale of Proprietary Assets		15,277		0		15,277
391010	Trans. of Resources from General Fund		542,285		12,900		555,185
391140	Trans. Resources from Planning Fund		0		0		0
393761	Trans. Direct Costs from Smith & Bybee Lakes Fund		25,429		0		25,429
39376X	Trans. Direct Costs from Regional Parks Trust Fund		3,960		0		3,960
<b>EXPO CENTER</b>							
305000	Fund Balance - restricted		243,000		0		243,000
347220	Rental-Buildings		518,620		0		518,620
347300	Food Service		443,560		0		443,560
347900	Other Miscellaneous Revenue		78,460		0		78,460
374000	Parking Fees		541,890		0		541,890
<b>TOTAL RESOURCES</b>			<b>6,542,602</b>		<b>12,900</b>		<b>6,555,502</b>

**Exhibit A  
Ordinance No. 94-573**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Greenspaces Department</b>							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Director	1.00	59,367	0	1.00	59,367	
	Manager	1.00	58,403	0	1.00	58,403	
	Senior Service Supervisor	2.00	77,134	0	2.00	77,134	
	Program Supervisor	1.00	40,559	0	1.00	40,559	
	Senior Regional Planner	2.50	120,975	0	2.50	120,975	
	Associate Regional Planner	2.00	74,048	0	2.00	74,048	
	Assistant Management Analyst	1.00	31,034	0	1.00	31,034	
	Program Coordinator	2.00	67,158	0	2.00	67,158	
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	1.00	29,019	0	1.00	29,019	
	Secretary	1.00	23,858	0	1.00	23,858	
	Program Assistant 2	1.00	23,162	0	1.00	23,162	
511231	WAGES-TEMPORARY EMPLOYEES (full time)						
	Temporary Support	0.50	9,532	0	0.50	9,532	
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary Support	0.25	2,703	0	0.25	2,703	
	Park Workers	13.35	189,094	0	13.35	189,094	
	Park Rangers	1.50	22,707	0	1.50	22,707	
	Clerical Assistance	0.50	7,047	0	0.50	7,047	
	Program Assistance	0.50	8,387	0	0.50	8,387	
	Rafting guides	0.25	5,377	0	0.25	5,377	
511321	WAGES-REGULAR EMPLOYEES-REPRESENTED 483 (full time)						
	Arborist	1.00	33,980	0	1.00	33,980	
	Senior Gardener	1.00	33,980	0	1.00	33,980	
	Gardener 1	1.00	28,130	0	1.00	28,130	
	Park Ranger	10.00	303,673	0	10.00	303,673	
511400	OVERTIME		10,176				10,176
511500	PREMIUM PAY		2,535				2,535
512000	FRINGE		450,199				450,199
<b>Total Personal Services</b>		<b>45.35</b>	<b>1,712,237</b>	<b>0.00</b>	<b>0</b>	<b>45.35</b>	<b>1,712,237</b>
<u>Materials &amp; Services</u>							
521100	Office Supplies		5,060		0		5,060
521110	Computer Software		7,835		0		7,835
521111	Computer Supplies		720		0		720
521210	Landscape Supplies		9,443		0		9,443
521220	Custodial Supplies		7,245		0		7,245
521240	Graphics/Reprographic Supplies		1,100		0		1,100
521250	Tableware Supplies		1,100		0		1,100
521260	Printing Supplies		735		0		735
521270	Animal Food		100		0		100
521290	Other Operating Supplies		16,931		0		16,931
521292	Small Tools		2,889		0		2,889
521293	Promotional Supplies		1,625		0		1,625
521310	Subscriptions		900		0		900
521320	Dues		475		0		475
521510	Maintenance & Repairs Supplies-Building		12,930		0		12,930
521520	Maintenance & Repairs Supplies-Grounds		28,733		0		28,733
521540	Maintenance & Repairs Supplies-Equipment		10,360		0		10,360
523100	Merchandise for Resale-Food		9,775		0		9,775
523200	Merchandise for Resale-Retail		2,750		0		2,750
524110	Accounting & Auditing Services		4,200		0		4,200
524120	Legal Fees		0		0		0
524130	Promotion/Public Relation Services		0		0		0
524190	Miscellaneous Professional Services		1,145,384		1,500		1,146,884

**Exhibit A  
Ordinance No. 94-573**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Greenspaces Department (continued)</b>							
525110	Utilities-Electricity		26,795		0		26,795
525120	Utilities-Water & Sewer Charges		10,030		0		10,030
525140	Utilities-Heating Fuel		3,750		0		3,750
525150	Utilities-Sanitation Service		17,305		0		17,305
525190	Utilities-Other		2,000		0		2,000
525610	Maintenance & Repair Services-Building		825		0		825
525620	Maintenance & Repairs Services-Grounds		0		0		0
525640	Maintenance & Repairs Services-Equipment		4,659		0		4,659
525710	Equipment Rental		30,933		0		30,933
525740	Capital Lease		2,750		0		2,750
526200	Ads & Legal Notices		11,125		0		11,125
526310	Printing Services		81,565		7,200		88,765
526320	Typesetting & Reprographics Services		5,650		450		6,100
526410	Telephone		8,152		0		8,152
526420	Postage		23,745		3,750		27,495
526440	Delivery Services		575		0		575
526500	Travel		3,850		0		3,850
526510	Mileage Reimbursement		1,675		0		1,675
526690	Concessions/Catering Contract		26,950		0		26,950
526700	Temporary Help Services		1,000		0		1,000
526800	Training, Tuition, Conferences		7,065		0		7,065
529910	Uniform Supply		6,950		0		6,950
528100	License, Permits, Payment to Agencies		216,915		0		216,915
526900	Miscellaneous Other Purchased Services		220		0		220
528310	Real Property Taxes		82,500		0		82,500
529500	Meetings		1,450		0		1,450
529835	External Promotion		29,188		0		29,188
<b>Total Materials &amp; Services</b>			<b>1,877,912</b>		<b>12,900</b>		<b>1,890,812</b>
<b>Capital Outlay</b>							
571100	Land		368,418		0		368,418
571200	Purchases-Improvements		3,000		0		3,000
571400	Equipment and Vehicles		3,525		0		3,525
571500	Purchases-Office Furniture & Equipment		7,293		0		7,293
574510	Construction Work/Materials-Improvements		25,000		0		25,000
574520	Construction Work/Materials-Buildings		10,000		0		10,000
<b>Total Capital Outlay</b>			<b>417,236</b>		<b>0</b>		<b>417,236</b>
<b>TOTAL EXPENDITURES</b>		<b>45.35</b>	<b>4,007,385</b>	<b>0.00</b>	<b>12,900</b>	<b>45.35</b>	<b>4,020,285</b>

**Exhibit A  
Ordinance No. 94-573**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>** For Information Only **</b>							
<b>Regional Parks and Greenspaces Department (Administration)</b>							
<b>TOTAL EXPENDITURES</b>		<b>4.00</b>	<b>216,720</b>	<b>0</b>	<b>4.00</b>	<b>216,720</b>	

**Regional Parks and Greenspaces Department (Operations and Maintenance)**

<b>TOTAL EXPENDITURES</b>		<b>32.35</b>	<b>1,696,067</b>	<b>0</b>	<b>32.35</b>	<b>1,696,067</b>	
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**Regional Parks and Greenspaces Department (Planning and Capital Development)**

<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Manager	1.00	58,403	0	1.00	58,403	
	Senior Regional Planner	2.50	120,975	0	2.50	120,975	
	Associate Regional Planner	2.00	74,048	0	2.00	74,048	
	Program Coordinator	1.00	31,230	0	1.00	31,230	
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Program Assistant 2	1.00	23,162	0	1.00	23,162	
511231	WAGES-TEMPORARY EMPLOYEES (full time)						
	Temporary Support	0.50	9,532	0	0.50	9,532	
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Temporary Support	0.25	2,703	0	0.25	2,703	
	Program Assistance	0.50	8,387	0	0.50	8,387	
	Rafting guides	0.25	5,377	0	0.25	5,377	
511400	OVERTIME		999			999	
512000	FRINGE		132,163			132,163	
<b>Total Personal Services</b>		<b>9.00</b>	<b>466,979</b>	<b>0.00</b>	<b>0</b>	<b>9.00</b>	<b>466,979</b>

<u>Materials &amp; Services</u>							
521100	Office Supplies		3,450		0		3,450
521110	Computer Software		2,585		0		2,585
521111	Computer Supplies		500		0		500
521210	Landscape Supplies		4,943		0		4,943
521240	Graphics/Reprographic Supplies		950		0		950
521250	Tableware Supplies		1,100		0		1,100
521260	Printing Supplies		550		0		550
521290	Other Operating Supplies		2,050		0		2,050
521292	Small Tools		500		0		500
521293	Promotional Supplies		1,625		0		1,625
521310	Subscriptions		900		0		900
521320	Dues		175		0		175
523100	Merchandise for Resale-Food		4,975		0		4,975
523200	Merchandise for Resale-Retail		2,750		0		2,750
524190	Miscellaneous Professional Services		1,038,214		1,500		1,039,714
525640	Maintenance & Repairs Services-Equipment		2,000		0		2,000
525710	Equipment Rental		19,883		0		19,883
525740	Capital Lease		2,750		0		2,750
526200	Ads & Legal Notices		10,100		0		10,100
526310	Printing Services		77,940		7,200		85,140
526320	Typesetting & Reprographics Services		5,650		450		6,100
526410	Telephone		2,500		0		2,500
526420	Postage		23,745		3,750		27,495
526440	Delivery Services		575		0		575

**Exhibit A  
Ordinance No. 94-573**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>** For Information Only **</b>							
<b>Regional Parks and Greenspaces Department (Planning and Capital Development)</b>							
526500	Travel		3,850		0		3,850
526510	Mileage Reimbursement		1,675		0		1,675
526700	Temporary Help Services		1,000		0		1,000
526800	Training, Tuition, Conferences		2,500		0		2,500
529910	Uniform Supply		500		0		500
528100	License, Permits, Payment to Agencies		300		0		300
529500	Meetings		1,450		0		1,450
529835	External Promotion		29,188		0		29,188
<b>Total Materials &amp; Services</b>			<b>1,250,873</b>		<b>12,900</b>		<b>-1,263,773</b>
<u>Capital Outlay</u>							
571100	Land		368,418		0		368,418
571200	Purchases-Improvements		3,000		0		3,000
571500	Purchases-Office Furniture & Equipment		5,328		0		5,328
<b>Total Capital Outlay</b>			<b>376,746</b>		<b>0</b>		<b>376,746</b>
<b>TOTAL EXPENDITURES</b>		<b>9.00</b>	<b>2,094,598</b>	<b>0.00</b>	<b>12,900</b>	<b>9.00</b>	<b>2,107,498</b>

**Exhibit A  
Ordinance No. 94-573**

FISCAL YEAR 1993-94		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Expo Center</b>							
<b>TOTAL EXPENDITURES</b>		<b>11.70</b>	<b>1,410,794</b>	<b>0</b>	<b>11.70</b>	<b>1,410,794</b>	

**Regional Parks and Expo Fund General Expenses**

<u>Interfund Transfers</u>							
581610	Trans. Indirect Costs to Supp. Svcs. Fun	405,977		0		405,977	
581615	Trans. Indirect Costs to Risk Mgmt Fund-Liability	76,392		0		76,392	
581615	Trans. Indirect Costs to Risk Mgmt Fund-Worker Comp	14,467		0		14,467	
581513	Trans. Indirect Costs to Bldg Mgmt Fund-Metro Center	0		0		0	
581513	Trans. Indirect Costs to Bldg Mgmt Fund-Reg. Center	81,584		0		81,584	
583751	Transfer Direct Costs to Metro ERC Admin. Fund	73,500		0		73,500	
<b>Total Interfund Transfers</b>		<b>651,920</b>		<b>0</b>		<b>651,920</b>	
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency	419,249		0		419,249	
599990	Unappropriated Balance	53,254		0		53,254	
<b>Total Contingency and Unappropriated Balance</b>		<b>472,503</b>		<b>0</b>		<b>472,503</b>	
<b>TOTAL EXPENDITURES</b>		<b>57.05</b>	<b>6,542,602</b>	<b>0.00</b>	<b>12,900</b>	<b>57.05</b>	<b>6,555,502</b>

**Exhibit B**  
**Ordinance No. 94-573**  
**FY 1994-95 SCHEDULE OF APPROPRIATIONS**

	Current Appropriation	Revision	Proposed Appropriation
<b>GENERAL FUND</b>			
Council			
Personal Services	888,891	0	888,891
Materials & Services	102,243	0	102,243
Capital Outlay	13,800	0	13,800
<b>Subtotal</b>	<b>1,004,934</b>	<b>0</b>	<b>1,004,934</b>
Executive Management			
Personal Services	314,656	0	314,656
Materials & Services	40,002	0	40,002
Capital Outlay	1,600	0	1,600
<b>Subtotal</b>	<b>356,258</b>	<b>0</b>	<b>356,258</b>
Office of the Auditor			
Personal Services	58,433	0	58,433
Materials & Services	14,000	0	14,000
Capital Outlay	12,319	0	12,319
<b>Subtotal</b>	<b>84,752</b>	<b>0</b>	<b>84,752</b>
Special Appropriations			
Materials & Services	265,000	0	265,000
<b>Subtotal</b>	<b>265,000</b>	<b>0</b>	<b>265,000</b>
General Expenses			
Interfund Transfers	4,289,599	12,900	4,348,349
Contingency	463,475	(12,900)	404,725
<b>Subtotal</b>	<b>4,753,074</b>	<b>0</b>	<b>4,753,074</b>
Unappropriated Balance	200,000	0	200,000
<b>Total Fund Requirements</b>	<b>6,664,018</b>	<b>0</b>	<b>6,664,018</b>
<b>REGIONAL PARKS AND EXPO FUND</b>			
Regional Parks and Greenspaces			
Personal Services	1,701,637	0	1,712,237
Materials & Services	1,832,062	12,900	1,890,812
Capital Outlay	417,236	0	417,236
<b>Subtotal</b>	<b>3,950,935</b>	<b>12,900</b>	<b>4,020,285</b>
Expo Center			
Personal Services	476,444	0	476,444
Materials & Services	541,350	0	541,350
Capital Outlay	393,000	0	393,000
<b>Subtotal</b>	<b>1,410,794</b>	<b>0</b>	<b>1,410,794</b>

**Exhibit B**  
**Ordinance No. 94-573**  
**FY 1994-95 SCHEDULE OF APPROPRIATIONS**

	Current Appropriation	Revision	Proposed Appropriation
<b>REGIONAL PARKS AND EXPO FUND (continued)</b>			
General Expenses			
Interfund Transfers	651,920	0	651,920
Contingency	429,849	0	419,249
<u>Subtotal</u>	<u>1,081,769</u>	<u>0</u>	<u>1,071,169</u>
Unappropriated Balance	53,254	0	53,254
<b>Total Fund Requirements</b>	<b>6,496,752</b>	<b>12,900</b>	<b>6,555,502</b>

**NOTE: This Ordinance assumes adoption of Ordinances 94-569, 94-570 and 94-572**

**ALL OTHER APPROPRIATIONS REMAIN AS PREVIOUSLY ADOPTED**



## STAFF REPORT

### **CONSIDERATION OF ORDINANCE NO. 94-573, FOR THE PURPOSE OF AMENDING THE FY 1994-95 BUDGET BY TRANSFERRING \$12,900 FROM THE GENERAL FUND CONTINGENCY TO MATERIALS AND SERVICES IN THE REGIONAL PARKS AND GREENSPACES DEPARTMENT FOR THE PURPOSE OF PRODUCING PUBLIC INFORMATION MATERIALS FOR THE 1995 GREENSPACES ACQUISITION BOND MEASURE**

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Date: 1 September 1994

Presented by: Pat Lee

#### BACKGROUND AND ANALYSIS

On July 28, 1994, the Metro Council passed Resolution No. 94-2011A, referring a \$138.8 million bond measure to acquire land for a regional system of greenspaces. The bond measure package identifies 15 greenspace target areas, 5 regional trails projects and \$25 million allocated for local government greenspace projects. The funds would support the implementation of the Metropolitan Greenspaces Master Plan adopted by the Metro Council in July 1992.

Public interest and demand for information regarding the bond measure has increased as a result of the Metro Council measure referral in addition to increased public concerns about population growth in the region. Citizens are becoming increasingly aware of greenspace and growth issues through the Region 2040 program, related stories in the media, and other Metro Regional Parks and Greenspaces Department public education efforts (i.e. Metro GreenScene, greenspace grants program, Green City Data Project).

The materials identified in Attachment 1 (i.e. fact sheets, maps, bond measure explanation, signs) will meet the anticipated need to provide timely and accurate public information about the bond measure. These materials will require additional funding not identified in the FY 1994-95 Regional Parks and Greenspaces Department budget. The current department budget does not allow for the increased demand for public information materials in the event of a bond measure referral by the Metro Council.

#### BUDGET IMPACT

Cost estimates for producing the materials total \$12,900 (Attachment 1, Table 2). No funds were allocated in the FY94-95 Regional Parks and Greenspaces Department budget. Production of the public information materials will require a \$12,900 General Contingency Fund transfer to the Regional Parks and Greenspaces Department budget.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 94-573.

## Public Information Materials for the 1995 Greenspaces Acquisition Bond Measure

The purpose of producing public information materials related to the 1995 Greenspaces Acquisition Bond Measure is to provide consistent, accurate, and impartial information to citizens related to the \$138.8 million bond measure referred by Metro Council on July 28, 1994. The bond measure would fund natural area acquisition within 15 greenspace target areas, 5 regional trail projects, and \$25 million dedicated to local greenspace projects (Table 1).

Providing information to citizens about the bond measure is necessary to the understanding of the ramifications of the bond measure package. Because Oregon regulations prevent public agencies (e.g. Metro) from advocating a referred measure, the materials will be neutral and impartial in nature.

### **I. Public Information Materials**

The following identifies the primary greenspaces materials needed to provide adequate information to citizens about the 1995 Greenspaces Acquisition Bond Measure:

- Produce *Greenspaces Bond Measure Fact Sheets* (8 sheets at 10,000 copies each).
- Reprint *Bond Measure Language and Explanation* from Resolution No. 94-2011A (Exhibit A and B).
- Produce *Greenspaces Public Notice Signs* (200, 2ft x 3ft, corrugated plastic) to install at optioned greenspace target area sites and local greenspace project sites.
- Produce a *GIS Map* depicting the regionally significant target areas in the bond measure package and local greenspace projects (6 copies wall size; 7,500 copies 11"x17").

### **II. Budget**

The estimated costs of the public information materials are shown in Table 2. The budget will cover the costs of designing and producing the printed material, stationery supplies, and Metro staff labor associated with production of the materials. The plan will be implemented pending Metro Council approval of an ordinance amending the FY 94-95 budget.

Table 1

**METROPOLITAN GREENSPACE AND TRAIL BOND MEASURE PACKAGE**

<u>Regional Greenspace Target Area</u>	<u>Acres</u>	<u>Cost (millions of \$)</u>
Willamette River Greenway	1,103	17.0
East Buttes / Boring Lava Domes	545	10.5
Newell Creek Canyon	370	6.7
Sandy River Gorge	808	5.7
Cooper Mountain	428	4.2
Buffer & expansion of Forest Park	320	4.7
Jackson Bottom additions	333	1.7
Tonquin Geologic Area	277	3.3
Tualatin River access points	266	4.0
Clear Creek Canyon	342	4.1
Gales Creek	775	3.1
Columbia Shoreline	95	1.7
Fairview Creek / Lake	143	2.8
Rock Creek	300	4.5
Tryon Creek linkages	20	1.0
Greenspaces Subtotal	6,125	\$75.0
 <u>Regional Trail Projects</u>		
Peninsula Crossing Trail		
Fanno Creek Greenway		
Sauvie Island to Beaverton / Hillsboro		
Clackamas River Greenway (north bank)		
Beaver Creek Canyon Greenway (Troutdale)		
Trails Subtotal		16.3
Local Greenspace Projects		25.0
Options (sites and trails)		4.0
Total Acquisition (greenspaces and trails)		\$120.3
Acquisition / Administration Costs		14.4
1.5% Bond Issuance Costs		2.1
Contingency & Reimbursable Expenses		2.0
<b>TOTAL GREENSPACE PACKAGE ESTIMATE</b>		<b>\$138.8</b>

**Table 2**

**Estimated budget associated with public information materials for the 1995 Greenspaces Acquisition Bond Measure.**

<i>Product Description</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<b>Bond Measure Fact Sheets</b>	8 sheets; 10,000 copies each	5 cents per copy	\$4,000
<b>Bond Measure Language &amp; Explanation</b>	4 pages; 10,000 copies	20 cents per copy	\$2,000
<b>Public Notice Signs</b>	200; 2ft x 3ft	\$7.50	\$1,500
<b>GIS Maps</b>	6 wall size	\$75	\$450
<b>GIS Maps</b>	7,500, 11" x 17"	16 cents	\$1,200
<b>Postage</b>	5,000 pieces	75cents per mailing	\$3,750
<b>TOTAL</b>			<b>\$12,900</b>

**AGENDA ITEM NO. 8.1**  
**Meeting Date: October 13, 1994**

**RESOLUTION NO. 94-2036**

## PLANNING COMMITTEE REPORT

### CONSIDERATION OF RESOLUTION NO. 94-2036 FOR THE PURPOSE OF CONFIRMING CITIZEN MEMBER APPOINTEE, BETSY BERGSTEIN, TO THE METRO POLICY ADVISORY COMMITTEE (MPAC)

Date: October 7, 1994

Presented By: Councilor Gates

**Committee Recommendation:** At the October 6 meeting, the Planning Committee voted unanimously to recommend Council adoption of Resolution No. 94-2036. Voting in favor: Councilors Kvistad, Gardner, Devlin, Gates, McLain, Monroe, Moore, and Washington.

**Committee Issues/Discussion:** Don Rocks, Executive Assistant to the Executive Officer, presented the staff report. He apologized that Ms. Bergstein had not been notified to appear before the committee and asked whether the committee wished to postpone the confirmation until a later date. The general consensus was that the committee members knew Ms. Bergstein, felt she was extremely qualified to serve on MPAC, and did not need her present to recommend confirmation. Mr. Rocks said he would be sure to notify her of the Council meeting finalizing the resolution.

There was a question from the committee regarding the term of office for citizen members. Ms. Ryder clarified that the term of office was indeterminate, so that each Executive Officer is free to make their own appointments.

There was an additional question regarding why there was language in the staff report regarding possible replacement if "the thrust of MPAC's work or the issues under consideration may benefit from specific or additional expertise." Councilor Gates recalled that in former confirmation hearings there was discussion regarding the need for specific expertise if MPAC gets into very specific subject matter. This would give the Executive Officer flexibility to replace members if certain expertise were needed that existing members did not have. Mr. Rocks was unsure about the reason for the language in the staff report. *(STAFF NOTE: A check of former confirmation resolutions for citizen appointments to MPAC indicated the same language in the staff reports but no description in the record of why the language was necessary. All terms of office were "indefinite".)*

Councilor Kvistad said that he had received two phone calls from MPAC members expressing some discomfort that Ms. Bergstein was not really a "citizen" but a former Metro staff person transitioning to private life. It was explained that Ms. Bergstein had not been employed by Metro for over a year.

Councilor Kvistad then suggested that since there would be a change of Executive Officer in January that the term of office might be set to terminate in January. Councilor Gates said that termination in January would leave a period of time when the position would be vacant, while the new Executive transitioned and recruited candidates. General consensus was to leave the "indefinite" language regarding term of office.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING ) RESOLUTION NO. 94-2036  
CITIZEN MEMBER APPOINTEE, )  
BETSY BERGSTEIN, TO THE METRO ) Introduced by Rena Cusma,  
POLICY ADVISORY COMMITTEE ) Executive Officer  
(MPAC) )

WHEREAS, The voters of the District approved a Metro Charter in the General Election of November 3, 1992, which document establishes a Metro Policy Advisory Committee (MPAC), and;

WHEREAS, The Metro Charter, and Metro Code Section 6.01.030, provides that three citizen members of the Metro Policy Advisory Committee (MPAC) shall be appointed by the Executive Officer and confirmed by the council, and;

WHEREAS, Such members shall reside within the District boundaries but may not be an elected officer of, or employed by Metro, the state, or a city, county, or special district, and;

WHEREAS, Metro appointed member Sandra Suran has resigned creating a vacancy on the Metro Policy Advisory Committee (MPAC), and;

WHEREAS, Betsy Bergstein meets all requirements set forth by the Metro Charter, now, therefore,

BE IT RESOLVED,

1. That Betsy Bergstein, a citizen of the Metro area, be confirmed as a member of the Metro Policy Advisory Committee (MPAC).
2. That citizen members representing Metro shall serve indefinite terms until such time as they may be replaced by subsequent appointment or appointments of the Executive Officer and confirmed by the Metro Council.

ADOPTED by the Metro Council this \_\_\_\_ day of October, 1994.

\_\_\_\_\_  
Judy Wyers, Presiding Officer



## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION 94-2036 FOR THE PURPOSE OF CONFIRMING CITIZEN MEMBER APPOINTEE TO THE METRO POLICY ADVISORY COMMITTEE (MPAC).

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Date: October 11, 1994

Presented by Don Rocks

#### PROPOSED ACTION:

To adopt a resolution naming Betsy Bergstein to serve as a citizen member of MPAC representing Metro. Council approval constitutes confirmation as required by the Metro Charter and Metro Code Section 6.01. 030.

#### BACKGROUND AND ANALYSIS:

Betsy Bergstein has been interviewed by Executive Officer Rena Cusma, and understands both the commitment she is making and the importance of the MPAC responsibility. Betsy has a history of public service and citizen involvement and a strong knowledge of organizational and conceptual work.

Betsy understands that she will be appointed for an indefinite term and may be replaced if the thrust of MPAC's work or the issues under consideration may benefit from specific or additional expertise.

A copy of Betsy Bergstein's resume marked as Attachment A.

#### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 94-2036

**RESUME**

Betsy W. Bergstein  
 2226 S.W. Main  
 Portland, OR 97205  
 (503)224-3211

**Director, Pacific Northwest Network - Business for Social Responsibility.** Recruited businesses, organized and established network (chapter) for Oregon and Southwest Washington of a national business association. **Business for Social Responsibility** represents over 800 businesses throughout the United States. Its activities are focused in four areas: the workplace, the community, the marketplace and the environment, with the intent to promote progressive business policies that benefit business, employees, families, communities, the economy and the environment. The national views Portland as "the model" for organizing and establishing a regional chapter. (January 1994 to Present)

**Senior Management Analyst, Metro (Metropolitan Service District).** Responsibilities included strategic planning, Tri-Met/Metro Merger Study, government relations at city, county and regional level, Metro Managers, Metro Charter Committee, Metro Committee on Citizen Involvement, Governor's Local Government Committee, conceptual work on "Region 2040." (January 1991-December 1993).

**Business Associate, Northwest Strategies Inc.** Responsibilities included design, research and production of business plans, industry studies, customer satisfaction studies and strategic planning programs for clients in the energy, health, transportation and finance industry sectors. (1987-1990)

**Manager, Strategic Planning Systems, Pacific Power and Light Co.** Established and managed annual strategic planning process for corporate officers of seven state electric utility. Included annual review of strategic performance, identification of key issues, management of research process leading to annual executive group meeting. Managed company's planning calendar and process including communication program for senior managers. Responsible for design, implementation and management of annual operations planning process which resulted in action plans for field and corporate operations. Managed information system development, competitive trends process and operation plans training. (1984-1986)

**Manager, Banfield Light Rail Community Relations, Tri-Met.** Managed community and public information program during construction of the Banfield/Eastside Light Rail Project. Supervised and directed staff of seven community relations and public information professionals. Communicated construction progress, made presentations, briefed elected officials, community and professional groups. Produced public information materials --- maps, brochures, slide shows, community events --- in support of Project. (1983-1984)

**Director, Planning Administration and Services, Nerco Inc.** Designed, implemented and managed business planning process for four subsidiary businesses. Included annual strategy evaluation, long-range business forecasting, five-year business plans. Instituted and chaired "Planning Coordinating Committee" to coordinate corporate level finance, budget, human resource and regulatory affairs staff. Designed, implemented and managed strategic information system to collect industry, competitor, economic, technological and political information for long term forecast and "environmental scans" for near term forecasts. Hired and supervised information system staff; administered Corporate Planning Department including work programs, performance, annual budget process. (1981-1983)

**Corporate Planning Specialist, Nerco Inc.** Administered business development program resulting in company diversification. Supported officer-level tasks forces in development of business strategies. Designed and implemented external expert review of proposed business strategies. Communicated results (diversification) and subsequent reorganization. (1981)  
**Senior Planner, Department of Environmental Services, Multnomah County.** Project manager for Community Development Block Grant. Design and implemented research and data base for three-year community development plan. Designed and implemented citizen participation plan; represented County in all intergovernmental and public negotiations; wrote grant application. (1979-1980)

**Executive Assistant, Multnomah County Commission Chairman Donald E. Clark, Multnomah County.** Supervised and directed staff of ten; liaison to Central Management Team. Developed, monitored and evaluated county policy; coordinated intergovernmental, legislative and political programs; press and public communication activities. Supervised all facets of Chairman's Office. (1978-1979)

**Staff Assistant, Multnomah County Commission Chairman Donald E. Clark, Multnomah County.** Press and community affairs; internal and external communication; policy and political analysis. Represented Chairman at various public functions; staffed citizen and professional committees; screened appointments to citizen boards and commissions. Hired and directed work of press aide. (1976-1977)  
Analysis and evaluation of social services programs -- aging, alcohol abuse, mental health, local and national health care programs. Staffed Blue Ribbon Task Force on Management Classification and Compensation and Chairman's Committee on Affirmative Action (1975-1976)

**Social Service Consultant Project Health, Multnomah County.** Designed and implemented client intake system; established eligibility criteria and process for entry into a multi-program health care network. Established eligibility forms; hired and trained intake staff; presented program to health care professionals. Negotiated contracts in the fee-for-service program. (1975)

**Legislative Assistant, Multnomah County.** Researched and prepared County Legislative Program; prepared position statements; reports to BCC, etc. (1975 Legislative Session)

## EDUCATION

Masters, Social Policy, Planning and Administration, 1975 (Portland State University)  
Honors: **Creative Programming Award**, National Division of Continuing Education.  
Thesis: **Performance in Management**, funded by Department of Health, Education and Welfare.

Bachelor of Arts., Sociology, 1971, University of California, Berkeley, California

Additional business training in strategic planning, long-range information systems, competitive intelligence.

## RELATED EXPERIENCE

Instructor, Portland State University, Graduate School of Social Work. (1992) Invited to teach required course for graduate students, "Social Policy and History of Social Work." Class covered historical development of social policy in the United States with particular emphasis on the relationship of policy development to social problems.  
Guest Lecturer, Strategic Planning, Marylhurst College (1985), Lewis and Clark College (1986).

**MEMBERSHIPS**

Glady's McCoy Scholarship Fund, Chair, Government Subcommittee  
Multnomah Athletic Club  
World Affairs Council

**AGENDA ITEM NO. 8.2**  
**Meeting Date: October 13, 1994**

**RESOLUTION NO. 94-2034**

## REGIONAL FACILITIES COMMITTEE REPORT

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RESOLUTION NO. 94-2034, AUTHORIZING A DESIGN AND CONSTRUCTION AGREEMENT WITH TRI-MET FOR THE WASHINGTON PARK PARKING LOT

Date: October 6, 1994

Presented by: Councilor Gates

**COMMITTEE RECOMMENDATION:** At its October 5, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Council adoption of Resolution No. 94-2034. All committee members were present and voted in favor.

**COMMITTEE DISCUSSION/ISSUES:** Executive Assistant Don Rocks presented the staff report. In addition to discussing the written staff report, he said this agreement assumes some decisions that the Council has not yet formally made. Those include the establishment of a paid parking lot, and issuance of bonds to pay for parking lot construction and relocation of Knights Boulevard, in addition to Council's earlier commitment to pay \$2 million to Tri-Met for Metro's share of the Zoo station. He said the preliminary design for the parking lot has been approved by OMSI, World Forestry Center (WFC) and the City of Portland. Mr. Rocks said bonds are expected to be issued in about a year, in an amount not to exceed \$5.5 million. He said the Metro project representative discussed in the agreement would probably come from the General Services Department, but that is not stipulated in the agreement.

Council Analyst Casey Short said his concerns in reviewing the agreement related to its making policy statements that the Council had not otherwise formally considered. Those centered around how Metro will pay its share of the cost of the Zoo light rail station. The proposal to institute paid parking and issue bonds has been discussed for some time, but these issues have never had full Council review and have not become established Council policy. He said that if this agreement is adopted, it will take a large step toward establishing as Council policy that method of paying for the station. Mr. Short asked for clarification as to why the agreement is between only Metro and Tri-Met, but has signature blocks for OMSI and WFC as well. Mr. Rocks said this was primarily as a courtesy to the other facilities, acknowledging the partnership between the neighbors. Councilor McFarland asked how OMSI is involved in the parking issue since their move. Mr. Rocks said OMSI still owns the building and does use it and rent it out; he added that OMSI has indicated they plan to increase that use over time. General Counsel Dan Cooper said OMSI and WFC are signatories to this agreement because the operating agreement (see Resolution No. 94-2035) calls for them to approve it. Mr. Rocks added that the WFC Board has approved both agreements, and the OMSI Executive Committee has also approved them.

Councilor Hansen and Councilor Moore spoke to the issues in both agreements that gave clear Council policy direction, and encouraged that the committee report and discussion at Council point out those issues. They include the Council's direction, in adopting the agreements, that it intends to issue revenue bonds (or some other debt instrument) to pay Metro's \$2 million commitment to the Zoo station; that the parking lot will be reconfigured to turn it into a fee paid parking lot; that Knights Blvd. will be reconfigured in order to accomplish this; and that the bonds will be issued to pay for the parking lot project as well as the light rail station, with parking revenues pledged to pay for the bonds.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 94-2034
A DESIGN AND CONSTRUCTION	)	
AGREEMENT WITH TRI-MET FOR THE	)	Introduced by Rena Cusma,
WASHINGTON PARK PARKING LOT	)	Executive Officer

THE METRO COUNCIL RESOLVES THAT:

The Executive Officer is authorized to enter into a Design and Construction Agreement with Tri-Met for the Washington Park Parking Lot in a form substantially similar to attached Exhibit "A."

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Judy Wyers, Presiding Officer

gl  
1187



Contract No. \_\_\_\_\_

**TRI-MET/METRO WASHINGTON PARK PARKING LOT  
DESIGN AND CONSTRUCTION AGREEMENT**

Date \_\_\_\_\_

THIS AGREEMENT is between the Tri-County Metropolitan Transportation District of Oregon ("Tri-Met"), and Metro, a metropolitan service district.

**W I T N E S S E T H :**

Article I - Recitals

1. The Westside Light Rail Project (Project) will extend the existing MAX line from downtown Portland to Washington County.
2. The Project has been identified as the region's number one (1) priority transportation project.
3. Tri-Met has entered into a Full Funding Grant Agreement with the Federal Transit Administration (FTA) for a fixed budget of \$688 million for construction of a light rail connection between Portland and 185th Avenue in Hillsboro. The Project is subject to the budgetary limitations, terms and conditions included in the grant agreement.
4. Metro has committed in accordance with Metro Resolution No. 91-1449A to contribute \$2,000,000 toward the construction of the Westside Light Rail Project, and plans to issue revenue bonds or bond anticipation notes to pay this commitment.
5. Debt service on bonds could be paid from revenue generated from parking fees to be charged to users of the parking lot that serves the Metro Washington Park Zoo, Oregon Museum of Science and Industry (OMSI), and the World Forestry Center (WFC), hereinafter referred to as "Parking Lot."
6. Tri-Met has undertaken the design of the Project, including the tunnel segment (Line Section 5), which includes a three-mile double-bore tunnel through the West Hills with a station below and headhouse in the Parking Lot.

7. Metro, OMSI, and WFC have decided to reconfigure portions of the Parking Lot, including the realignment of Knight's Boulevard, which presently bisects the Parking Lot, so that Knight's Boulevard will become the western perimeter road for the Parking Lot, hereinafter referred to as "Parking Lot Reconfiguration" or "work." The Parking Lot Reconfiguration is preliminary to a change to fee parking at the Parking Lot.
8. This Agreement will allow Tri-Met's contractors to perform the design and construction work of both the Project and the Parking Lot Reconfiguration as a single project thereby avoiding potential conflicts in construction activity and providing for greater efficiency.
9. Metro, OMSI and WFC lease the Parking Lot from the City of Portland, and the Parking Lot is managed by a Parking Lot Committee created by Metro, OMSI and WFC pursuant to a Parking Lot Operating Agreement.

#### Article II - Tri-Met Obligations

1. Tri-Met shall perform all duties necessary to complete design and construction of the Parking Lot Reconfiguration subject to the requirements of this Agreement and shall act as the sole direct interface with the construction contractor.
2. Coordination of Work
  - a. Tri-Met's Design Team for the Parking Lot Reconfiguration shall be led by its Line Section 5 Project Engineer (P.E.). Tri-Met's Construction Group for the Parking Lot Reconfiguration shall be led by its Line Section 5 Resident Engineer (R.E.).
  - b. Tri-Met shall designate its P.E. and R.E. in writing.
  - c. Tri-Met shall conduct regular meetings with Metro's Project Representative. Metro's Project Representative shall invite the Project Representatives of WFC and OMSI to attend these meetings. Tri-Met shall provide Metro's Project Representative full information and access relating to the design and construction of the Parking Lot Reconfiguration. Metro's Project Representative shall provide this information to the WFC and OMSI Project Representatives.
  - d. The scheduling of work on the Parking Lot Reconfiguration shall be subject to the provisions of Paragraph 5 of the Agreement (Washington Park LRT Station/Parking Lot Project) dated March 14, 1994, between Tri-Met, Metro, OMSI, WFC, and the City of Portland. Tri-Met shall give 48 hours notice to

Metro's Project Representative prior to Tri-Met's issuance to its contractor of Notice to Proceed on the Parking Lot Reconfiguration.

**3. Access to Work**

a. Tri-Met shall provide access to Parking Lot Reconfiguration work areas, as follows:

- (1) Tri-Met shall provide Metro's Project Representative and the Project Representatives of WFC and OMSI with reasonable access to work areas. Metro's Project Representative and the Project Representatives of WFC and OMSI shall check in at any normal and usual access restriction points. Tri-Met may reasonably restrict and regulate such access as needed to avoid interference with construction work.
- (2) Tri-Met shall provide for reasonable visits by Metro's, OMSI's and WFC's "visitors" upon 48 hours notice. Tri-Met may reasonably restrict and regulate "visitors" as needed to avoid interference with construction work. All "visitors" shall check in at any normal and usual access restriction points.
- (3) Tri-Met shall provide emergency access as needed.

**4. Scope of Work, Inspection, Quality Control, and Acceptance of Work**

a. Tri-Met shall cooperate with Metro's Project Representative (or designee) and the Project Representatives of WFC and OMSI regarding construction of the Parking Lot as follows:

- (1) Tri-Met shall provide Metro's Project Representative and the Project Representatives of WFC and OMSI with the opportunity to review and comment on the Bid Documents, Contracts, Staging Area Plan, and other matters of concern having impact on Metro, OMSI and WFC. Tri-Met shall respond to Metro's Project Representative's input and the input of Project Representatives of WFC and OMSI on the Bid Documents and shall attempt to address any concerns identified by Metro's Project Representative and Project Representatives of WFC and OMSI in Tri-Met's response to the Contractor on matters of concern having impact on Metro, OMSI or WFC. The comments of Metro, OMSI and WFC shall be provided in a timely manner.

In the event Metro, OMSI and WFC's Project Representatives issue conflicting comments or responses to Tri-Met, Tri-Met need not respond to such comments until any conflicts are resolved by Metro,

OMSI and WFC. Any conflicts shall be resolved in a timely manner. On matters that are the sole concern of only one of Metro, OMSI and WFC, Tri-Met shall recognize and respond to the comments of the individual Project Representatives.

- (2) Tri-Met shall require its Contractor to correct each element of work not in conformance with the Contract Documents identified by Metro's Project Representative.
- (3) Tri-Met shall suspend its Contractor's work in the event it is so required by Metro's Project Representative.
- (4) Tri-Met shall not finally accept the Parking Lot Reconfiguration construction work until so authorized by Metro's Project Representative, who shall consult with the Project Representatives of WFC and OMSI before authorizing acceptance of the Parking Lot construction.
- (5) Tri-Met shall make warranty claims and require corrections for problems identified during the warranty period specified in technical specifications, as directed by Metro's Project Representative.
- (6) Tri-Met shall perform such verifications as are appropriate with respect to progress payment quantity and retainage amounts.
- (7) Tri-Met shall require its Contractor to execute such changes to the work and additional work as directed by Metro's Project Representative.

5. Record Drawing Mark-ups

Tri-Met's P.E. and/or R.E. shall provide Metro's Project Representative with three complete sets of full size as-built drawings showing the Parking Lot Reconfiguration as constructed. In addition, Metro's Project Representative shall also be provided three copies of computer-assisted design documents in digital form. Metro's Project Representative shall subsequently distribute a set of full size as-built drawings and a set of computer-assisted design documents in digital form to the Project Representatives of OMSI and WFC.

6. Tri-Met's Financial Participation

Tri-Met agrees that 20 percent of the out-of-pocket cost of the Parking Lot Reconfiguration is related to Tri-Met's construction of the station and headhouse. Tri-Met shall pay its consultants and contractors 100 percent of the reasonable and

appropriate costs for their work on the Parking Lot Reconfiguration and shall invoice Metro for Metro's 80 percent share of those paid costs. This general allocation of costs shall be subject to the more specific provisions of Article III.4, below. Tri-Met agrees that Metro shall be entitled to audit such expenses and payments upon reasonable request either prior to or after Metro's reimbursement hereunder, and Metro may withhold reimbursement for disputed items until the dispute is resolved.

### Article III - Metro Obligations

#### 1. Coordination of Work

- a. The Metro Project Representative has the responsibilities set forth in this Agreement and Tri-Met may rely on Metro's Project Representative for all decisions and instructions issued pursuant to this Agreement. OMSI and WFC shall also designate in writing their Project Representatives. The explicit references in this Agreement to OMSI and WFC and their Project Representatives reflect the existing contractual agreements between Metro, OMSI and WFC and do not create additional duties or obligations on the part of Tri-Met other than as expressly set forth in this Agreement.
- b. Metro's Project Representative shall be designated in writing. The Metro Project Representative shall serve as the single official point of contact between Tri-Met and Metro for the Parking Lot Reconfiguration Project. Metro may designate a replacement Project Representative by notifying Tri-Met's P.E. and R.E. in writing.
- c. Metro agrees that decisions regarding submittals, requests for information, change requests, and value engineering proposals which do not impact the scope or cost of work or materially change project components shall be within the sole discretion of Tri-Met's R.E.
- d. Tri-Met's R.E. shall consult Metro's Project Representative who in turn will consult with the Project Representatives of WFC and OMSI on all submittals, requests for information, change requests, and value engineering proposals which impact the scope or cost of work or materially change project components.
- e. Metro's Project Representative shall respond to submittals, requests for information, change requests, and value engineering proposals which impact the scope or cost of work or materially change the project components within 15 calendar days of receipt, unless otherwise agreed between Metro's Project Representative and Tri-Met's R.E. on a case-by-case basis.

- f. No action on any submittal, request for information, change request, or value engineering proposal which impacts the scope or cost of work or materially changes the project components shall be taken without Metro's Project Representative's consent. Where the approval of Metro's Project Representative has been requested, approval shall be deemed given if there is no response within the 15-day period, unless Tri-Met's R.E. has agreed to an extension as to the particular request.

## 2. Acceptance of Work

- a. Issues of contract significance, such as suspension of work or correction of work not in conformance with the Contract Documents, shall be coordinated through Tri-Met's R.E. (or designee).
- b. Metro's Project Representative, who shall consult with the Project Representatives of WFC and OMSI before authorizing acceptance of the Parking Lot construction, shall decide on final acceptance of the Parking Lot Reconfiguration construction once the construction is declared complete and technically acceptable by Tri-Met's R.E. Metro shall communicate this final acceptance in writing to Tri-Met's R.E.

## 3. Payment to Tri-Met

- a. Metro shall provide payment to Tri-Met for 80 percent of the out-of-pocket cost of the design, construction, and insurance costs under this Agreement. Tri-Met shall pay the contractor directly, and shall submit monthly bills based on contractor progress payments directly to Metro's Project Representative. The current estimate of design costs for the Parking Lot Reconfiguration is \$225,244. The current estimate of construction costs in year of expenditure dollars (including contractor's profit, but excluding mobilization) is \$1,351,221 for the Parking Lot Reconfiguration which is 5.7 percent of the entire WCO501 construction contract. The current estimate of mobilization costs for the entire WCO501 contract is \$1,263,447 in year of expenditure dollars. The portion of this mobilization related to the Parking Lot Reconfiguration is \$72,016 ( $\$1,263,447 \times 5.7$  percent). Tri-Met will be providing the insurance for the project through an Owner Controlled Insurance Program (OCIP). The cost of change orders, additional work, contractor claims, and insurance is not included in the construction cost estimates and will not be included in the contractor's bid prices. The current estimate of insurance costs for the Parking Lot Reconfiguration portion of the WCO501 contract is \$122,786. The total cost of the Parking Lot Reconfiguration (design, construction, and insurance) totals \$1,771,267. This amount does not include the cost of change orders, additional work, and claims, if any. The cost of change orders, additional work, and claims, if any, relating to the Work caused by directions

issued to Tri-Met by Metro's Project Representative or delay in issuing directions shall be paid 100 percent by Metro, except that the cost of change orders and additional work approved by both Metro and Tri-Met shall be shared as agreed to in writing by Tri-Met's R.E. and Metro's Project Representative. The cost of contractor claims not caused by directions issued to Tri-Met by Metro shall be paid 20 percent by Tri-Met and 80 percent by Metro.

Table 1 (below) lists the design, construction, mobilization and insurance cost estimates, and apportions those out-of-pocket costs between Tri-Met and Metro. This estimate will be adjusted based on actual costs.

TABLE 1

	<u>Tri-Met (20%)</u>	<u>Metro (80%)</u>	<u>Total</u>
Design	\$ 45,049	\$ 180,195	\$ 225,244
Construction	270,244	1,080,977	1,351,221
Mobilization	14,403	57,613	72,016
OCIP	24,557	98,229	122,786
<b>TOTAL</b>	<b>\$ 354,253</b>	<b>\$1,417,014</b>	<b>\$1,771,267</b>

- b. Upon final acceptance by Metro's Project Representative on its behalf, Metro shall within sixty (60) days thereafter pay to Tri-Met any final payment due.

Article IV - General Provisions

1. Insurance

Tri-Met shall cause Metro, WFC, and OMSI to be added as additional insureds to its OCIP which covers all insured risks of the Project so that in the event any claims arise out of the performance of this Agreement, including but not limited to the construction of the Parking Lot Reconfiguration, they shall be covered by such policies to the limits of the coverage provided. There will also be a waiver of subrogation as to Tri-Met, Metro, WFC and OMSI. Tri-Met shall furnish Metro, OMSI and WFC with such certificates of insurance and prior notice of policy termination as they may reasonably require.

2. Federal Requirements

Tri-Met's portion of the Parking Lot Reconfiguration is being paid for utilizing federal funding. The federal grant which provides the funds requires that both Tri-Met and Metro incorporate the federal regulations listed in Exhibit A (attached) into

this Agreement as well as any construction contracts, and that a Disadvantaged Business Enterprise (DBE) goal of at least 10 percent be established in those construction contracts. Tri-Met currently anticipates that the goal for the construction contract which includes the Parking Lot Reconfiguration work covered by this Agreement will be 15 percent to 18 percent.

3. Duration

This Agreement shall be in force and effect upon the signatures of both parties to this Agreement until two years after final acceptance by Metro of the work authorized herein.

4. Maintenance and Inspection of Records

Tri-Met and the Metro shall maintain records as required in Exhibit A, Article 12. Tri-Met shall provide assistance to Metro in determining the FTA record-keeping requirements as necessary in order to assist Metro in complying with FTA requirements.

5. Documents

All records, reports, data, documents, systems, and concepts, whether in form of writings, figures, graphs, or models which are prepared or developed in connection with the Parking Lot Reconfiguration design and construction shall become public property. All design drawings and documents prepared under this Agreement shall be maintained and archived by Tri-Met.

6. Conflict Resolution Process

If during the course of carrying out this Agreement a dispute between Tri-Met, Metro, WFC and/or OMSI develops, Tri-Met's P.E. or R.E. and Metro's Project Representative shall submit in writing a summary of the issues and the recommended action to a resolution committee. The resolution committee shall be convened to quickly resolve the dispute so that the work can proceed in a timely manner. The dispute resolution committee shall consist of Tri-Met's Westside Project Director and a member of the Parking Lot Committee designated by the Parking Lot Committee.

The resolution committee's unanimous decision on a dispute shall bind Tri-Met and Metro.

7. Mediation

Should the dispute resolution committee be unable to resolve a dispute, it is agreed that it will be submitted to mediated negotiation prior to any party commencing



litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

Dated: \_\_\_\_\_, 1994.

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF OREGON

METRO

By: \_\_\_\_\_  
General Manager

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

Title: \_\_\_\_\_

Approved:

Approved:

\_\_\_\_\_  
OREGON MUSEUM OF SCIENCE  
AND INDUSTRY

\_\_\_\_\_  
WORLD FORESTRY CENTER

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Tri-Met Legal Services

By: \_\_\_\_\_  
Daniel B. Cooper, General Counsel

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Lane Powell Spears Lubersky  
Jean DeFond

By: \_\_\_\_\_  
Miller, Nash, Wiener et al.  
Dean DeChaine

gl1194F

## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 94-2034 AUTHORIZING A DESIGN AND CONSTRUCTION AGREEMENT WITH TRI-MET FOR THE WASHINGTON PARK PARKING LOT

Date: September 26, 1994

Presented by Don Rocks  
Dan Cooper  
Doug Butler

#### FACTUAL BACKGROUND AND ANALYSIS

The construction of the Washington Park Light Rail Station is a Tri-Met project that began work in the parking lot in early September. Tri-Met acquired the station site from the property owner--the City of Portland--paying \$75,000 for the ground the station will occupy.

Metro, World Forestry Center and OMSI previously entered into an agreement with Tri-Met which dealt with matters of site access, hours of work, and other practical and logistical concerns related to the construction of the station facility.

The Design and Construction Agreement is a document that relates specifically to the configuration of the parking lot, the realignment of Knights Boulevard through the property, the number and placement of parking spaces, drop-off zones, etc. The "plans" have been through a number of iterations and have been accepted by the institutions sharing the Washington Park parking lot.

Tri-Met will be responsible for the construction work. Metro shall name a project representative who will be the liaison between Tri-Met and the three institutions that share the parking lot and constitute the Parking Lot Committee. The cost of the work entailed is anticipated to be \$1,771,000. Costs are split 80% Metro and 20% Tri-Met which comes to 1,417,000 Metro and \$354,000 for Tri-Met. Design work to date has cost approximately \$250,000, which front end cost was borne by Tri-Met and will be reimbursed from the proceeds of the Metro Revenue Bonds on the same 80-20 split that pertains to construction costs.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 94-2034.

AGENDA ITEM NO. 8.3  
Meeting Date: October 13, 1994

RESOLUTION NO. 94-2035

## REGIONAL FACILITIES COMMITTEE REPORT

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RESOLUTION NO. 94-2035, AUTHORIZING AN AMENDMENT TO THE PARKING LOT AGREEMENT FOR THE WASHINGTON PARK PARKING LOT BETWEEN METRO, WORLD FORESTRY CENTER AND OMSI

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Date: October 6, 1994

Presented by: Councilor Gates

**COMMITTEE RECOMMENDATION:** At its October 5, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Council adoption of Resolution No. 94-2035. All committee members were present and voted in favor.

**COMMITTEE DISCUSSION/ISSUES:** Executive Assistant Don Rocks presented the staff report. He noted that the parking lot will be managed jointly by the three parties to the agreement through a Parking Lot Committee, composed of the directors of the three institutions. He pointed out that there are statements in the agreement which establish as policy two issues that the Metro Council has not formally considered as policy matters. Those two issues are contained in the last two "Whereas" statements on page 2 of the agreement, and say that Metro "has agreed to issue debt instruments" to pay for construction of the lot and light rail station, and that "it is necessary to institute parking fees" in order to pay the debt service. Mr. Rocks said there are some issues not yet resolved among the parties, but they will be resolved in the first five years of the operation of the fee-paid parking lot. Those include establishment of a formula to determine how any excess revenues will be distributed, beyond a stipulation that such revenue will be disbursed based on the source of the revenues. (See Section 13 of the agreement.) Mr. Rocks noted that the City of Portland is not mentioned as a participant in the agreement. The City had been included in discussions, but no agreement could be reached on an equitable share for the City, so the parties decided merely to continue their lease with the City which still has some 20 years to run. After some years of experience operating the lot, discussion with the City may again take place. Finally, Mr. Rocks noted that the annual budget for the parking lot will be part of the Metro budget, and said that the agreement commits Metro to cover any shortfall that may occur in a given year.

Council Analyst Casey Short noted that Mr. Rocks had addressed the issues that they had discussed earlier. He said he agreed with Mr. Rocks that Council approval of the agreement would effectively establish Council policy in areas that have not previously been considered, such as the need to issue debt to reconfigure the lot and to institute a fee paid parking system. Mr. Short noted that the agreement called for the three agencies to "assure financial equity" among themselves for costs borne in the first 15 years of parking lot operations (from 1979 to the present), although the agreement does not say how those costs are to be determined.

Mr. Short discussed the creation of the Parking Lot Committee. He said there is no stipulation that the Metro Council has a role in setting the parking fees, as it does for Zoo admissions. He said that adoption of the agreement would effectively delegate to the Parking Lot Committee the authority to determine fees and establish formulas for revenue sharing, compensation for past costs, and reimbursement for revenue losses attributed to parking lot construction. He said neither he nor Mr. Rocks knew whether establishment of or changes to the parking fees would require a vote of the people if Measure 5 passes in the November 1994 general election. Mr. Short said he understood that any shortfall requiring Metro to cover the costs would require a budget amendment and therefore Council would have to approve it. Finally, Mr. Short pointed out that the original 1979 lease is listed as an exhibit on page 1 of the agreement, but was not attached.

Mr. Rocks said that although the agreement treats all parties to it as equals, it is acknowledged that the Zoo is the major player and generates the most visitors and revenue; this has become more apparent with OMSI no longer occupying its building. He also said there are provisions dealing with the possibility of one of the parties ceasing to own or operate a facility in the area.

Councilor Gates asked how parking for staff will be handled. General Services Director Doug Butler said staff will park in a separate area.

Councilor Hansen and Councilor Moore spoke to the issues in both agreements that gave clear Council policy direction, and encouraged that the committee report and discussion at Council point out those issues. They include the Council's direction, in adopting the agreements, that it intends to issue revenue bonds (or some other debt instrument) to pay Metro's \$2 million commitment to the Zoo station; that the parking lot will be reconfigured to turn it into a fee paid parking lot; that Knights Blvd. will be reconfigured in order to accomplish this; and that the bonds will be issued to pay for the parking lot project as well as the light rail station, with parking revenues pledged to pay for the bonds. There is also the understanding that the Council is delegating some authority to the Parking Lot Committee to make operational decisions regarding the split of revenues from the lot, within the guidelines established in the parking lot operating agreement. The Parking Lot Committee also has authority to set the fees for parking, subject to the Council's annual review and approval in the budget process.

In response to a question from Councilor Washington, Mr. Cooper said the agreement includes a provision for the Parking Lot Committee's budget to be reviewed and approved by the Council. He added that the Parking Lot Committee has been in existence since 1979, and that the major change to the existing agreement is the institution of paid parking with day-to-day management by the committee (subject to Council oversight through the budget.)

He also noted that the agreement includes a requirement of consultation with an expert in parking lot management to minimize the risk of revenue loss.

In response to a question from Councilor Moore, Mr. Butler explained that revenues in the first five years of operation are substantially committed to pay for the bonds. After that time, planned expansion of the Zoo and Forestry Center may well require additional construction of structured parking to meet the demand for parking. With these commitments, he doesn't expect there will be much excess revenue generated for distribution.

Councilor Moore said her main concern is that parking fees are set high enough to discourage the lot's use as a park-and-ride lot, but not too high to discourage attendance at the facilities. She asked if the provisions for Council approval of the budget were sufficient to allow Council to review and address the fee structure. Mr. Cooper said he believes that is correct.

Mr. Cooper outlined the risks involved in this agreement. The first is the risk to attendance, to ensure it is high enough to produce sufficient revenue to pay off the bonds. The second risk is a management risk, to see that the partners work cooperatively to ensure proper management for all the partners. He said that while this cannot be guaranteed, there is a 15-year history of common management that has worked well so far.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 94-2035
AN AMENDMENT TO THE PARKING LOT	)	
AGREEMENT FOR THE WASHINGTON	)	Introduced by Rena Cusma,
PARK PARKING LOT BETWEEN OMSI,	)	Executive Officer
WORLD FORESTRY CENTER, AND	)	
METRO	)	

THE METRO COUNCIL RESOLVES THAT:

The Executive Officer is authorized to execute the 1994 Parking Lot Operating Agreement in a form substantially similar to attached Exhibit "A."

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Judy Wyers, Presiding Officer

**1994 PARKING LOT OPERATING AGREEMENT**

THIS 1994 PARKING LOT OPERATING AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, ("1994 Operating Agreement") is between the OREGON MUSEUM OF SCIENCE AND INDUSTRY, an Oregon nonprofit corporation ("OMSI"), WORLD FORESTRY CENTER, an Oregon nonprofit corporation ("WFC"), and METRO, an Oregon municipal corporation ("METRO").

**WITNESSETH:**

WHEREAS, METRO, a municipal corporation, operates the Metro Washington Park Zoo ("Zoo"), adjacent to certain property owned by the CITY OF PORTLAND ("City") that is leased to OMSI and WFC; and

WHEREAS, OMSI is duly chartered to assist in accumulating, preserving and disseminating knowledge of science and industry in Oregon, has heretofore leased from the City certain City-owned property adjacent to the Zoo and WFC, and has heretofore built and maintained a museum and other improvements upon said leased property; and

WHEREAS, WFC is duly chartered to establish, build and operate a modern science and technological forest and wood products center for the use, education, enjoyment and benefit of the general public, has heretofore leased from the City certain City-owned property adjacent to the Zoo and OMSI, and has heretofore built and maintained said center upon said leased property; and

WHEREAS, Pursuant to a lease entered into in 1979 ("Parking Lot Lease"), the City leases to METRO, OMSI, and WFC a parking lot adjacent to the Zoo, OMSI, and WFC, as particularly described in Exhibit A attached hereto and by this reference made a part hereof ("Parking Lot"); and

WHEREAS, The Parking Lot is used by the Zoo, OMSI, WFC and the public attending their facilities; and

WHEREAS, It is in the public interest for METRO, OMSI, and WFC to share the responsibility for the maintenance of the Parking Lot; and

WHEREAS, METRO, OMSI, and WFC entered into an Operating Agreement dated April 10, 1979 ("1979 Operating Agreement"), which governed the use and maintenance of the Parking Lot by the parties; and

WHEREAS, Article 17 of the 1979 Operating Agreement provided that it may be amended by a written instrument signed by all the parties; and



WHEREAS, Article 12 of the 1979 Operating Agreement provided that alterations, improvements, or additions to the Parking Lot, or charges for parking in the lot, may occur only with the prior written approval of the governing bodies of each of the parties; and

WHEREAS, Tri-Met, with the consent of the parties, intends to construct and operate a light rail station at the Parking Lot; and

WHEREAS, METRO has agreed to issue debt instruments in order to pay toward the construction of the light rail station at the Parking Lot and construction of Parking Lot improvements; and

WHEREAS, It is necessary to institute parking fees at the Parking Lot once the light rail station is operational, in order to discourage use of the Parking Lot as a park-and-ride facility, and to generate revenues to pay interest and principal on METRO's debt instruments;

NOW, THEREFORE, the parties agree that the 1979 Operating Agreement is amended to read as follows:

1. Term of Agreement. The 1979 Operating Agreement commenced on April 10, 1979, and shall remain in effect and was not amended until this 1994 Operating Agreement commenced. This 1994 Operating Agreement shall commence as of the date hereof and shall continue for the term of the Parking Lot Lease (35 years from April 10, 1979), plus any extensions of the Parking Lot Lease as provided therein.

2. Termination. Except as may be otherwise mutually agreed by the parties, this 1994 Operating Agreement shall terminate automatically upon termination of the Parking Lot Lease. In the event that a party ceases its operations adjacent to the Parking Lot, such party's obligations, rights, and duties under this 1994 Operating Agreement shall terminate. In the event of a cessation of operations adjacent to the Parking Lot by a party, any remaining parties shall immediately meet to negotiate in good faith for any changes to this 1994 Operating Agreement made necessary by the departure.

3. Use. The function and purpose of the Parking Lot shall not be altered except as unanimously agreed by the parties.

4. Maintenance. The parties agree to jointly clean, care for, and maintain the Parking Lot in good repair and in a clean and orderly fashion, and to jointly manage and control the Parking Lot, all as provided herein.

5. Contributions to Cost Until Fee Commencement. Until collection of fees for parking in the Parking Lot commences ("Fee Commencement"), each party shall

contribute 33-1/3 percent of the costs and expenses necessary for maintaining and operating the Parking Lot.

6. Parking Lot Committee. A Parking Lot Committee ("Committee") is hereby created. The Committee shall consist of the Zoo Director, the OMSI President, and the WFC President, or alternates appointed by the respective parties. Members on the Parking Lot Committee shall serve until replaced, and without compensation. Except as otherwise provided for herein, a majority vote of the members shall be necessary for all Committee decisions. The Committee shall choose one of its members as Chairperson, who shall be responsible for calling meetings and may vote on and discuss all matters coming before the Committee. The chair shall be responsible for keeping minutes of meetings, which shall be distributed within 14 days of each meeting to Committee members. The Committee shall prepare and transmit to METRO, OMSI, and the WFC a comprehensive annual report of its activities and finances. Any member may call for a meeting. In any event, meetings shall be held at least quarterly.

7. Powers of Committee. Except as limited or modified by Sections 11-13 hereof, the Committee is directed and authorized to maintain and operate the Parking Lot in a manner consistent with this 1994 Operating Agreement and with the view to achieve the maximum use and enjoyment of the three facilities by the public. Except as provided in Sections 11-13 hereof, the Committee shall maintain and operate the Parking Lot on behalf of METRO, OMSI, and WFC. Execution of the 1994 Operating Agreement shall be deemed a delegation of the necessary administrative authority by the parties to the Committee. The Committee's responsibilities for the Parking Lot shall include, but are not limited to, landscaping; signage; security; repair; maintenance; lighting; sweeping; cleaning; snow removal; insurance; restricting or prohibiting parking by persons who are not authorized to park in the lot; controlling overflow parking; and resolving conflicting uses of the Parking Lot. The Committee is authorized to negotiate and enter into agreements with third parties required for the Parking Lot, provided, however, that any final agreement that exceeds the annual budget authorized pursuant to Paragraph 8 hereof, must be approved by the governing bodies of each party. The Committee shall have no authority over matters concerning the separate facilities of the parties.

8. Committee Budget. The Committee shall each year, by January 1, prepare and submit to the governing bodies of METRO, OMSI, and WFC a proposed budget for the Parking Lot for the ensuing fiscal year (July 1 to June 30). The governing body of each party shall review the proposed budget and either approve it or reject it with specific recommendations regarding its revision, and shall report back to the Committee by March 15, which shall adjust the budget and obtain the final approval thereof by each party, if necessary. The expenditure allowances in the budget as approved by the Committee and the governing bodies of the parties shall control the year's spending program. The Committee shall not itself borrow money, nor shall it approve any claims or incur any obligations for expenditures in excess of amounts approved within the budget.

9. Committee Finances. Metro intends to have all revenues and expenditures budgeted within METRO's annual budget and audited as part of METRO's financial statements. The Committee shall approve invoices, which will be paid by the party invoiced within 30 working days of receipt. To the extent permitted by law, and subject to specific approval of the Committee, each party may directly or through agents perform work elements authorized in the budget and upon submission of invoices and documentation be reimbursed for any direct costs incurred on behalf of the Committee.

10. Prior Approval. The Committee shall not make any alterations, improvements, or additions to the Parking Lot, restrict or prohibit parking by patrons of the parties (other than to accommodate emergencies or special, short-term events) unless authorized by the annual budget or approved by the governing bodies of each of the parties.

11. Schedule of Fees for Parking.  
Effective no later than the operational date of the light rail station, the Committee shall impose a schedule of fees for parking at the Parking Lot. The fee schedule shall be set by the Committee, subject to the provisions of Sections 12 and 13 hereof.

12. Financing of Parking Lot Improvements and Light Rail Contribution.

A. METRO will enter into an agreement with Tri-Met to provide for the reconfiguration of the Parking Lot, which agreement is subject to the prior approval of OMSI and WFC. In carrying out the Parking Lot reconfiguration, METRO's Project Manager shall report regularly to and act at the direction of the Committee. In addition, the parties will cooperate as necessary to obtain City of Portland land use permits as needed to convert the Parking Lot to a pay for parking facility ("Paid Parking") and to construct or otherwise install necessary gates, cross arms, and other devices as necessary to convert the Parking Lot to Paid Parking. METRO has by separate agreement dated September 10, 1992, also obligated itself to pay Tri-Met \$2,000,000 as a contribution to the costs of constructing the Westside Light Rail System including a Washington Park Station.

B. The parties will work with METRO in an effort to generate sufficient Parking Lot revenues to ensure METRO adequate revenues to issue its bonds to finance all out-of-pocket costs incurred by METRO to convert the Parking Lot to Paid Parking and to finance METRO'S \$2,000,000 contribution to Tri-Met.

C. METRO shall issue its General Revenue Bonds ("the Bonds") in an amount sufficient to finance all such costs and the cost of issuance of the Bonds and any required reserve accounts, not to exceed \$5.5 million. The financing shall be accomplished by METRO consistent with Metro Code Chapter 8.01 and Ordinance No. 91-439. METRO agrees that it shall not look to the Committee or to the other parties to this 1994 Operating Agreement to pay such costs.

D. The Committee shall manage the Parking Lot and establish the Schedule of Fees for parking to generate sufficient revenues to pay interest and principal on the Bonds and necessary amounts for rebate of arbitrage earnings; operations and maintenance expenses, including but not limited to paving; striping; landscaping; contract and management fees or operational costs related to Parking Lot operations; collections; sweeping; cleaning; snow/ice removal; security; lighting; restricting or prohibiting parking by persons who are not patrons of one of the parties; shuttle service between the Parking Lot and any off-site designated shuttle locations; controlling overflow parking; and any risks associated with any of these areas; and also including all taxes, liens and assessments, and replacement and renewal accounts.

E. The parties recognize that the ability of the Parking Lot to generate sufficient revenues to pay operation and maintenance expenses, and interest and principal on the Bonds is dependent on the ability of the parties to attract sufficient attendance at their separate facilities as well as the management decisions governing Parking Lot operations made by the Committee. In order to ensure to the maximum extent possible that the Parking Lot is operated in a prudent manner, the Committee shall consult with a recognized expert in parking lot management prior to establishing the Schedule of Fees and commencing Paid Parking. The Committee may establish a reserve account to ensure that funds are available to pay operation and maintenance expenses, and debt service during periods when revenues are not sufficient to pay such costs.

F. In the event the surplus revenues generated during any fiscal year together with the amounts retained in the Committee's reserve account are less than the projected operations and maintenance expenses, and debt service expense for the next fiscal year, the Committee shall so report to the parties. In such event any party may require the Committee to hire a recognized expert in parking lot operations to advise the Committee whether the cause for such financial circumstance is due to lower than anticipated attendance at the facilities or due to operational decisions regarding Parking Lot management. If the expert determines that operational decisions could enhance Parking Lot revenues, the expert shall make such recommendations as are appropriate. The Committee shall consider the recommendations, take such action as it deems appropriate, and report to the parties.

G. If Parking Lot revenues and reserves in the account created by the Committee shall be insufficient to pay all operations and maintenance, and debt service costs, METRO agrees to pay such amounts (other than operating and maintenance expenses, which shall be paid by the parties in the same proportion as surplus revenues would be distributed pursuant to Section 13 b.) from its otherwise available funds, subject to the following:

METRO shall be entitled to all revenues generated from the Parking Lot (after payment of the operations and maintenance expenses), and shall in the event the

Parking Lot generates sufficient revenue after payment of operations and maintenance expenses and costs required by the debt instruments, be entitled to reimbursement of all debt service payments or the Bonds advanced by METRO plus interest equal to the rate of return on Metro's pooled investments during the period prior to repayment.

13. Distribution of Surplus Revenues. In the event the Parking Lot generates revenues in excess of the amounts required for payment of the operation and maintenance expenses, and expenses and reserves referred to in Section 12 hereof, the surplus revenues shall be distributed and allocated as follows:

A. As a first priority the surplus revenues shall be expended for improvements to the Parking Lot or to enhanced operations as deemed necessary and appropriate by the Committee.

B. After payment of such Parking Lot-related costs as set forth in Section 13 A. hereof, the disposition of the remaining surplus revenues shall be handled and administered as follows:

- (1) All remaining surplus revenues shall be deposited in one or more interest bearing accounts until distributed.
- (2) During the first five-year period after the Parking Lot begins to operate on a Paid Parking basis, any remaining surplus revenues shall be used for the purpose of reimbursing the WFC, OMSI and Zoo for attendance and admission revenue losses reasonably attributable to the disruption caused by Washington Park Station construction and the conversion of the Parking Lot to Paid Parking, and to assure financial equity with respect to operation of the Parking Lot between the parties by balancing past contributions to Parking Lot operation and maintenance costs and other financial burdens borne or suffered since the inception of the Parking Lot Lease. The Committee shall make the allocation and distribution annually.
- (3) After the initial five-year period, any surplus revenues shall be distributed to WFC, OMSI and the Zoo on the basis of a formula which reflects the source of revenue

generation. The Committee shall review this formula and the resulting allocation annually.

- (4) The division of any surplus revenues between the parties shall not preclude the parties from agreeing to fund projects determined to be of mutual benefit. By way of illustration and not as a limitation, such projects could include restrooms, satellite parking, a mutual visitor center, joint marketing and advertising of Washington Park institutions, projects that address and enhance visitor amenities, such as an information kiosk, and any other projects that, in the opinion of the parties enhance the shared interests of the parties.

14. Liability Insurance. At all times during the term of this 1994 Operating Agreement, each party shall have and keep in force at least the following insurance coverages or equivalent self-insurance program:

A. General Liability: Commercial Form General Liability Coverage (or Comprehensive General Liability with the Broad Form Endorsement). Such coverage shall be in the amount of no less than \$500,000, and \$1,000,000 in the aggregate.

B. Workers' Compensation Insurance: Each party shall have and keep in force Workers' Compensation insurance coverages or equivalent self-insurance program in accordance with ORS chapter 656.

C. Joint Insurance: The Committee may arrange for the purchase of property insurance, including earth movement and flood coverage, in limits deemed appropriate by the Committee. Each party shall be listed as a named insured, with waiver of subrogation. Such insurance may include business interruption and extra expense coverage in amounts not less than six months earnings during peak season. The Committee may also, if appropriate, obtain general liability insurance or other appropriate coverages for the Parking Lot, naming all parties as insured. In the event the Committee does so, such coverage may be substituted for such individual coverages specified in this paragraph 14.

D. Contractors Insurance: Any contractor providing operations, maintenance, paving, stripping, cleaning, landscaping, collections, and security must have commercial general and auto liability insurance in an amount and manner satisfactory to the Committee. Workers' Compensation in accordance with ORS chapter 656 shall also be required, where applicable.

E. Any contractor providing transportation services must be appropriately licensed and carry auto liability coverage in an amount and manner satisfactory to the Committee. Each party shall be named an additional insured.

F. The Committee may require that any contractor providing engineering and/or architectural related service to provide professional liability insurance in an amount and manner satisfactory to the Committee.

G. Notice of claims shall be reported to each party. If it is clear that the claimant was a patron of one of the parties, that party (or its insurance carrier) shall take the lead in the investigation. If it is unclear who the claimant was to visit, or visited multiple locations, all parties may initially investigate, and then shall agree on who should take the lead in the investigation and any necessary defense of any claim.

15. Assignability Restriction. This 1994 Operating Agreement shall not be transferable or assignable without the prior written consent of each party.

16. Attorneys' Fees. In the event of any litigation among the parties concerning this 1994 Operating Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees and court costs, including fees and costs on appeal to an appellate court and expert witness fees. In the event that a prevailing party employs in-house counsel, that party shall be entitled to recover the reasonable market value of its counsel's services.

17. Extent of Agreement. This 1994 Operating Agreement represents the entire and integrated agreement between the parties on the subject hereof. This 1994 Operating Agreement may be amended only by written instrument signed by all parties.

18. Severability of Contract/Savings Clause. In case any one or more of the provisions of this 1994 Operating Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19. No Third Party Beneficiaries. This 1994 Operating Agreement is not intended to benefit any person, corporation, government body, individual, employee, group of employees, insurer or other legal entity other than the parties, or the parties lawful successors or assigns. In no event may an insurer of any party take any benefit from this 1994 Parking Lot Operating Agreement. The reference in this Section to the possible assignment of a party's interest shall not allow any assignment to take place except in conformance with Section 15 hereof. This 1994 Operating Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever.

////

IN WITNESS WHEREOF, each party has caused this 1994 Parking Lot Operating Agreement to be executed in triplicate by authority of its respective board of directors or executive committee as of the date first above written.

METRO

WORLD FORESTRY CENTER

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OREGON MUSEUM OF SCIENCE AND INDUSTRY

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

Title: \_\_\_\_\_

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1153G



444 4 375

11-3-1979

PARKING LOT LEASE

OGC # 11-3-1979

THIS LEASE made and entered into this 10th day of April, 1979, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter referred to as "City"), and OREGON MUSEUM OF SCIENCE AND INDUSTRY, an Oregon nonprofit corporation (OMSI), WESTERN FORESTRY CENTER, an Oregon nonprofit corporation (WFC), and the METROPOLITAN SERVICE DISTRICT, a municipal corporation of the State of Oregon (MSD), (OMSI, WFC and MSD hereinafter collectively referred to herein as "Lessees").

W I T N E S S E T H :

WHEREAS the Washington Park Zoo (the "Zoo") is an operating division of MSD which operates said zoo adjacent to certain City-owned property that is leased to OMSI and WFC, and

WHEREAS OMSI is duly chartered to assist in accumulating, preserving and disseminating knowledge of science and industry in Oregon, has heretofore leased from the City certain City-owned property adjacent to the Zoo and WFC, has heretofore built and maintained a museum and other improvements upon said leased property, and intends to expand and improve its facilities, and

WHEREAS WFC is duly chartered to establish, build and operate a modern science and technological forest and wood products center for the use, education enjoyment and benefit

of the general public, has heretofore leased from City certain City-owned property adjacent to Washington Park Zoo and OMSI, has heretofore built and maintained said Center upon said leased property, and intends to expand and improve its facilities, and

WHEREAS OMSI needs additional leased property to proceed with its expansion plans, and

WHEREAS WFC must use area "A" of the property already leased to it for its expansion plans, and

WHEREAS City owns and maintains a parking lot adjacent to the Washington Park Zoo, OMSI and WFC, and said parking lot is used by these organizations and the public attending the facilities operated by these organizations, and

WHEREAS it would be to the mutual advantage of all parties hereto and in the public interest for OMSI and WFC to proceed with their expansion plans, and

WHEREAS it would be in the public interest for the parking lot to be leased to MSD, OMSI and WFC and to have such entities responsible for the paving and future maintenance of the parking lot,

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Term of Lease. City hereby leases and lets to Lessees for a term of 35 years, commencing as of the date of this lease, the real property situated in the City of Portland, County of Multnomah and State of Oregon, more particularly

described on Exhibit A attached hereto and by this reference made a part hereof (the "leased property").

2. Extension. This lease may be extended upon such terms and conditions as the parties hereto may mutually agree.

3. Termination. Except as otherwise provided for in this lease, and as may be otherwise mutually agreed by the parties, this lease shall terminate in the event OMSI, WFC and MSD fail to use their respective properties adjacent to the leased property for the use, education, enjoyment and benefit of the general public.

4. Rent. Lessees agree to pay as rent for the leased property the sum of \$1 per year, payable in advance on the first day of each lease year. In addition to such rent, Lessees agree to pay promptly any and all taxes, liens and assessments which may be levied or imposed upon the leased property to the end and purpose that said leased property shall at all times be free and clear of any and all taxes, liens or assessments of whatsoever nature.

5. Improvements, Maintenance and Use. It is hereby recognized that the Lessees will continue using the leased property primarily as a parking lot consistent with its present use. It is hereby agreed that Lessees will pave any portion of the present parking lot located east of Knights Boulevard which is now unpaved, such paving to be completed prior to 1980. Lessees further agree to make corrective

repairs to that portion of the parking lot located east of Knights Boulevard which is presently paved and to the road located east of the parking lot, which is adjacent to the Zed; on or before January 1, 1980. All paving and corrective repairs will be performed in accordance with specifications to be submitted for review and approval by the City Engineer for conformance to Public Works Standards. The City Engineer shall inspect the work for conformance with the approved specifications. The lessee shall pay for the City Engineer's work according to the fee schedule provided by Section 17.24.025 of the City Code. Lessees shall maintain and care for the leased property, so that it shall at all times be maintained in a good repair and in a clean and orderly fashion; provided, however, that the City will be responsible for maintaining, caring for, cleaning and controlling any roads which intersect or traverse the leased property. Lessees shall be responsible for providing lighting and other utilities needed to use the leased property to carry out their responsibilities with respect to it. It is hereby agreed that any and all improvements upon the leased property (except those set forth herein) shall be approved in writing by the City Commissioner in charge of the Bureau of Parks before any such improvement or construction is commenced.

6. Management of Parking Lot. Lessee's respective board of directors, or their duly appointed delegates, shall jointly have exclusive and final authority and responsibility for controlling and managing the leased property in a lawful manner which is not inconsistent with this agreement.

7. Liability Insurance. At all times during the operation of this lease Lessees shall have and keep in force public liability insurance in the minimum amounts of \$100,000 for personal injury to any one person, \$300,000 for all personal injuries resulting from one accident and \$300,000

property damage for all damage claims resulting from one accident or a single limit policy of \$300,00 covering both personal injury and property damage, which insurance shall name as additional insureds the City of Portland, its officers, agents and employes. In the event the Oregon Statutes relating to maximum liability exposure of municipal corporations is amended during the term of this lease, such insurance coverage shall be modified by the lessee to an amount at least equal to the maximum liability exposure of a municipal corporation or its officers, agents and employes. A certificate evidencing such insurance shall be filed with the City Auditor and shall require notice in writing ten (10) days prior to cancellation, termination or modification. Should Lessees fail to have and keep in force such public liability insurance, and if after twenty (20) days written notice such breach continues without proper steps being taken by Lessees to remedy the same, the City Council may terminate this lease. The adequacy of such insurance coverage and the form of such insurance shall be subject to approval by the City Attorney.

8. Assignability Restriction. This lease shall not be transferable or assignable, except as otherwise provided herein, without the written consent of the City Council first obtained.

9. No Vested Interest Created. No expenditure of money, lapse of time or other act or thing shall operate as an estoppel against the City of Portland or be held to give Lessees any vested right hereunder. Except as may be otherwise mutually agreed, at the termination of this lease or any extension thereof, howsoever terminated, all buildings, fixtures and permanent improvements of any and all sort shall automatically become the property of the City. Within 90 days after such termination, Lessees shall remove all their personal property from the property.

IN WITNESS WHEREOF Lessees have caused this lease agreement to be executed in triplicate by authority of their respective boards of directors or executive committees and the City has caused the same to be executed in triplicate by its Mayor and Commissioner of Public Affairs as of the date first above written, the City acting pursuant to Ordinance No. 147431.

OREGON MUSEUM OF SCIENCE AND  
INDUSTRY

BY *Fred L. Weber*  
Title President

BY ~~*Newton D. Kent*~~  
Title \_\_\_\_\_

WESTERN FORESTRY CENTER

BY *Yusuf N. Chastam*  
Title President

METROPOLITAN SERVICE DISTRICT

BY *Newton D. Kent*  
Title Chief Administrative Officer

CITY OF PORTLAND

BY *[Handwritten Signature]*  
Mayor

BY *[Handwritten Signature]*  
Commissioner of Public Affairs

Approved *[Handwritten Signature]* to FORM TO FORM

*[Handwritten Signature]*  
City Attorney ORNEY

Legal Description  
for  
Parking Lot Lease

That certain real property situated in the City of Portland, County of Multnomah and State of Oregon more particularly described as follows:

Beginning at the center of Section 5, T1S, R1E, W.M.; thence N. 89° 53' 25" W. a distance of 1698.21 feet to the City of Portland's westerly boundary of Hoyt Park; thence S. 0° 03' 15" E. a distance of 1015.91 feet on the westerly City boundary to the true point of beginning.

Thence S. 71° 08' 15" E. a distance of 178.80 feet to a point; thence N. 9° 16' 00" E. a distance of 475.05 feet to a point; thence N. 2° 01' 45" E. a distance of 112.57 feet to a point; thence N. 24° 39' 00" E. a distance of 238.51 feet to a point; thence N. 81° 43' 45" E. a distance of 269.34 feet to a point; thence N. 81° 43' 45" E. a distance of 47.00 feet more or less to a point; thence S. 55° 31' 30" E. a distance of 378.00 feet more or less to a point; thence S. 30° 0' 00" E. a distance of 38.0 feet to an iron rod; thence S. 0° 9' 25" E. a distance of 252.39 feet to a point; thence S. 39° 52' 40" W. a distance of 114.33 feet to a point; thence S. 5° 48' 45" W. a distance of 122.73 feet to a point; thence S. 33° 42' 25" W. a distance of 26.62 feet to a point; thence S. 7° 41' 50" W. a distance of 159.61 feet to an iron rod; thence S. 20° 59' 0" E. a distance of 292.17 feet to a point; thence S. 17° 27' 25" W. a distance of 50.53 feet to a point; thence S. 56° 15' 35" W. a distance of 135.43 feet to a point; thence S. 45° 27' 20" W. a distance of 134.33 feet to an iron rod; thence S. 73° 0' 00" W. a distance of 410.0 feet more or less to a point in the northerly right-of-way line in the Sunset Highway as it presently exists; thence N. 13° 0' 00" W. a distance of 110.0 feet more or less along the right-of-way line to the north line of S.W. Knights Blvd. to a point; thence westerly a distance of 325.0 feet more or less along the right-of-way line to a point on the west line of Hoyt Park; thence N. 0° 03' 15" W. a distance of 595.00 feet more or less to the true point of beginning.

FIRST EXCEPTING therefrom the following real property leased



to OMSI:

---

Commencing at the center of Section 5, T.1S., R.1E., W.M.;  
thence N.89°53'25"W. along the East-West half section line of  
said Section 5, 1698.21 feet to a point on the City of Portland's  
westerly boundary; thence S.0°03'15"E. along said westerly boundary,  
979.50 feet to the true point of beginning; thence S.69°14'00"E.,  
127.50 feet to a point; thence N.74°31'10"E., 346.77 feet to a  
point; thence S.13°07'30"W., 153.78 feet to a point; thence  
S.19°38'00"E., 82.90 feet to a point; thence S.81°25'22"E.,  
241.74 feet to a point; thence S.20°47'00"E., 193.00 feet to a  
point; thence S.37°54'00"W., 109.60 feet to a point; thence  
S.76°35'40"W., 705.14 feet to a point on the City of Portland's  
westerly boundary; thence N.0°03'15"W., 646.96 feet to the  
point of beginning, containing 7.892 acres, more or less.

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AND FURTHER EXCEPTING therefrom the following real property

leased to Western Forestry Center:

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Commencing at the center of Section 5, T.1S., R.1E., W.M.;  
thence N.89°53'25"W. along the East-West half section line of  
said Section 5, 1698.21 feet to a point on the City of Portland's  
westerly boundary; thence S.0°03'15"E. along said westerly  
boundary, 878.00 feet to the true point of beginning; thence  
N.51°58'40"E., 292.84 feet to a point; thence N.9°16'00"E., 94.00  
feet to a point; thence N.2°01'45"E., 113.57 feet to a point;  
thence N.24°39'00"E., 238.51 feet to a point; thence N.81°43'45"E.,  
269.34 feet to a point; thence S.13°07'30"W., 715.00 feet to a  
point; thence S.74°31'10"W., 346.77 feet to a point; thence  
N.69°14'00"W., 127.50 feet to a point on the City of Portland's  
westerly boundary; thence N.0°03'15"W., 101.50 feet to the point  
of beginning, containing 5.543 acres, more or less.

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ORDINANCE No.

147431

An Ordinance authorizing lease of the city-owned parking lot adjacent to the Portland Zoo to the Oregon Museum of Science and Industry, the Metropolitan Service District and the Western Forestry Center for use and maintenance purposes for the benefit of the general public and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City presently owns and operates a parking lot adjacent to the Portland Zoo, the Oregon Museum of Science and Industry and the Western Forestry Center.
2. The Metropolitan Service District, the Oregon Museum of Science and Industry and the Western Forestry Center, all non-profit corporations, desire to lease such property from the City for a term of thirty-five years for the purpose of operating, improving and maintaining the area for the benefit of the general public.
3. Such real property will not be needed for public use during the term of such lease.
4. Operation and maintenance of such parking lot by the Metropolitan Service District, the Oregon Museum of Science and Industry, and the Western Forestry Center would be in the public interest.

NOW, THEREFORE, The Council directs:

- a. Lease of parking lot, described in the attached document to the Metropolitan Service District, the Oregon Museum of Science and Industry and the Western Forestry Centers all Oregon non-profit corporations, for a period of thirty-five years at a yearly rental rate of one dollar (\$1.00), is hereby authorized as defined in attached document.

Section 2. The Council declares that an emergency exists because it is in the best interest of the general public to allow Oregon Museum of Science and Industry, Western Forestry Cent and the Metropolitan Service District to begin necessary improvements and repairs on the parking lot as soon as possible therefore, this Ordinance shall be in force and effect from after its passage by Council.

Mayor of the City of Portland

Passed by Council,

MAR 28 1979

Attest:

Commissioner Schwab  
MAS.g  
March 23, 1979

Auditor of the City of Portland

## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 94-2035 AUTHORIZING AN AMENDMENT TO THE PARKING LOT AGREEMENT FOR THE WASHINGTON PARK PARKING LOT BETWEEN METRO, WORLD FORESTRY CENTER AND OMSI

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Date: September 22, 1994

Presented by Don Rocks  
Dan Cooper

#### FACTUAL BACKGROUND AND ANALYSIS

Amendment to the Washington Park Parking Lot Operating Agreement is made necessary by the anticipated change from operating a free parking lot that serves the three cultural institutions sharing the site to a fee paid parking lot. That change, in turn, is driven by the Washington Park light rail station which is currently under construction.

It is generally agreed that if the existing parking lot were to continue to be a free facility, it would become a convenient park and ride station for area residents which would reduce or eliminate parking for visitors to the institutions.

In addition to the practical aspect of operating the parking lot as a paid facility that will continue to principally service visitors to the zoo, World Forestry Center and OMSI, financial projections indicate that the revenue stream produced will be more than adequate to retire revenue bonds and maintain and operate the lot. The approximate bond amount is expected to be in the \$5.5 million range. Of that amount, \$2 million represents Metro's Westside Light Rail commitment. The remainder is required for design and construction of the reconfigured parking lot, associated gates and equipment and financing requirements. Upon retiring the debt, the operation is expected to produce a significant excess revenue stream which can be divided among the institutions.

The directors of the three institutions will function as the Parking Lot Committee. That body will set policy and make decisions regarding operation of the parking lot. The committee will budget all revenues and expenditures within Metro's annual budget and be audited as part of Metro's financial statements.

If parking revenues and accumulated reserves were to be insufficient to pay all costs of operation, maintenance and debt service, Metro would pay such amounts in the same proportion as surplus revenues would be distributed.

All surplus revenues accumulated during the first five years of operation will be placed in interest bearing accounts. Those sums shall be used to reimburse the institutions for losses reasonably attributable to disruption caused by construction of the light rail station; to losses occasioned by conversion to a paid lot and to redress any inequity of costs borne by

the institutions during the lot's history of operation as a free facility. After the initial five year period, surplus revenues shall be distributed to the institutions based on a formula which reflects the source of revenue generation.

The amended Operating Agreement makes no reference to including the City of Portland as a recipient of surplus revenues.

Earlier Metro discussions with Commissioner Hale's office sought to determine what amount/percentage the City might regard as equitable and justified by their ownership of the subject property. No understandings or agreements were concluded. Upon informing the World Forestry Center and OMSI of those discussions, they were inclined to adopt a harder line and opted to further explore whether or not the City had a legitimate claim to surplus parking revenues.

A meeting with City Attorney Jeff Rogers by Metro, World Forestry Center and OMSI legal counsel was scheduled and held, but netted no advance. The matter of legal justification was not explored. Metro, WFC and OMSI then met and concluded that no attempt should be made at this time to answer the question of city claim or to establish an amount or formula that would include the City as a recipient of surplus revenues. The rationale is that there is no pressing need to find immediate answers. Surplus revenues will not be available for distribution for at least five years. Revenue projections may or may not be realized. And actual experience with paid lot operation may result in off site impacts and costs which cannot be accurately foreseen and which might cause the parties, including the City, to readjust their present responsibilities.

A separate lease between Metro, World Forestry Center, OMSI and the City of Portland presently grants control of the parking lot to the institutions. The lease with the City dates from 1979 and has a 35 year life with some 19 of those years remaining. Adoption of the amended Operating Agreement has no impact on the lease with the City, although future developments may lead to a renegotiation of its terms and conditions.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 94-2035.