AGENDA

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



MEETING:

METRO COUNCIL REGULAR MEETING

DATE:

February 16, 1995

DAY:

Thursday

TIME:

2:00 p.m.

PLACE:

Council Chamber

Approx. Time *			Presenter	Lead Councilor
2:00 PM		CALL TO ORDER AND ROLL CALL		
(5 min.)	1.	INTRODUCTIONS		
(5 min.)	2.	CITIZEN COMMUNICATIONS		
(5 min.)	3.	EXECUTIVE OFFICER COMMUNICATIONS		
	4.	CONSENT AGENDA		
2:15 PM (5 min.)	4.1	Consideration of Minutes for the February 9 Metro Council Regular Meeting and the Minutes for the February 7 Council Work Session.		
2:20 PM	5.	ORDINANCES FIRST READINGS		
2:20 PM (90 min.)	5.1	Ordinance No. 95-587, Consideration of Ordinance No. 95-587 Adopting The Annual Budget For Fiscal Year 1995-96, Making Appropriations and Levying Ad Valorem Taxes; And Declaring An Emergency.	Burton	McCaig
3:50 PM (5 min.)	5.2	Ordinance No. 95-592, An Ordinance Relating To Citizen Involvement, Amending Chapter 2.12 of The Metro Code.	Burton	McLain
3:55 PM (5 min.)	5.3	Ordinance No. 95-590, An Ordinance Relating To The Metro Excise Tax And Amending Section 7.01.050, Exemptions, of The Metro Code.	Burton	McCaig
4:00 PM (5 min.)	5.4	Ordinance No. 95-591, An Ordinance Relating To Government Relations, Amending Chapter 2.11 of The Metro Code.	Burton	
	6.	RESOLUTIONS		
4:05 PM (15 min.)	6.1	Resolution No. 95-2093, For The Purpose Of Authorizing A Renewable Five Year Lease Agreement Of Property With The Birds Of Prey Rescue Northwest, Inc. At Howell Territorial Park.	Ciecilo	McCaig

For assistance/Services per the Americans with Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office)

^{*} All times listed on the agenda are approximate; items may not be considered in the exact order listed.

Page 2			
Approx. Time *			Presenter
4:20 PM (15 min.)	6.2	Resolution No. 95-2095, For The Purpose Of Authorizing Execution Lease With Business Properties Investment Limited Partnership.	Of Stevenson
4:35 PM (10 min.)	7.	COUNCILOR COMMUNICATIONS	
4:45 PM (10 min.)	8.	LEGISLATIVE ITEMS	
4:55 PM		ADJOURN	

^{*} All times listed on the agenda are approximate; items may not be considered in the exact order listed.

AGENDA ITEM NO. 5.1 Meeting Date: February 16, 1995

Ordinance No. 95-587

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 95-587 ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 1995-96, MAKING APPROPRIATIONS AND LEVYING AD VALOREM TAXES; AND DECLARING AN EMERGENCY

Date: February 1, 1995

Presented by: Mike Burton

Executive Officer

FACTUAL BACKGROUND AND ANALYSIS

I am forwarding to the Council for consideration and approval my proposed budget for Fiscal Year 1995-96.

Council action, through Ordinance No. 95-587, is the next step in the process for the adoption of Metro's operating financial plan for the forthcoming fiscal year. Final action by the Council to adopt this plan must be completed by June 30, 1995.

Oregon Revised Statutes 294.635, Oregon Budget Law, requires that Metro prepare and submit Metro's approved budget to the Tax Supervising and Conservation Commission by May 15, 1995. The Commission will conduct a hearing during June 1995 for the purpose of receiving information from the public regarding the Council's approved budget. Following the hearing, the Commission will certify the budget to the Council for adoption and may provide recommendations to the Council regarding any aspect of the budget.

Once the budget plan for Fiscal Year 1995-96 is adopted by the Council, the number of funds and their total dollar amount and the maximum tax levy cannot be amended without review and certification by the Tax Supervising and Conservation Commission. Adjustments, if any, by the Council to increase the level of expenditures in a fund are limited to no more than 10 percent of the total value of any fund's appropriations in the period between approval, scheduled for May 4, 1995, and adoption.

Exhibits B and C of the Ordinance will be available at the public hearing on February 16, 1995.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends that the Council conduct a public hearing on Ordinance No. 95-587. The Executive Officer recommends that the Council schedule consideration of the proposed budget and necessary actions to meet the key dates as set out in Oregon Budget Law described above.

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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ADOPTING THE)	ORDINANCE NO. 95-587
ANNUAL BUDGET FOR FISCAL YEAR)	
1995-96, MAKING APPROPRIATIONS)	
AND LEVYING AD VALOREM TAXES;)	Introduced by
AND DECLARING AN EMERGENCY)	Mike Burton, Executive Officer

WHEREAS, the Multnomah County Tax Supervising and Conservation Commission held its public hearing on the annual Metro budget for the fiscal year beginning July 1, 1995, and ending June 30, 1996; and

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

THE METRO COUNCIL ORDAINS AS FOLLOWS:

- 1. The "Fiscal Year 1995-96 Metro Budget," attached hereto as Exhibit B, and the Schedule of Appropriations, attached hereto as Exhibit C, are hereby adopted.
- 2. The Metro Council does hereby levy ad valorem taxes, as provided in the budget adopted by Section 1 of this Ordinance, for a total amount of TWENTY-FIVE MILLION THREE HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED FOURTEEN (\$25,397,114) DOLLARS to be levied upon taxable properties within the Metro District as of 1:00 a.m., July 1, 1995. The following allocation and categorization subject to the limits of Section 11b, Article XI of the Oregon Constitution constitute the above aggregate levy.

SIX MILLION EIGHT HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED FORTY-EIGHT (\$6,824,948) DOLLARS shall be for the Zoo Operating Fund, said amount authorized in a tax base, said tax base approved by the voters of Metro at a general election held May 15, 1990, and subject to the General Government Limitation.

FIVE MILLION FIVE HUNDRED TEN THOUSAND FOUR HUNDRED SIXTY-THREE (\$5,510,463) DOLLARS shall be for the General Obligation Debt Service Fund, said levy needed to repay a portion of the proceeds of the Convention Center Project General Obligation bonds as approved by the voters of Metro at a general election held November 4, 1986. Said levy is excluded from the General Government Limitation

THIRTEEN MILLION SIXTY-ONE THOUSAND SEVEN HUNDRED
THREE (\$13,061,703) DOLLARS shall be for the General Obligation Debt Service
Fund, said levy needed to repay a portion of the proceeds of the Open Spaces, Parks
and Streams General Obligation bonds; as approved by the voters of Metro at a special
election held May 16, 1995. Said levy is to be excluded from the General Government
Limitation.

SUMMARY OF AD VALOREM TAX LEVY

SUMMART OF AD VACOREM TO CELL		
Subject to the General Government <u>Limitation</u>	Excluded from the Limitation	
\$ 6,824,948		
;	\$ 5,510,463	
	13,061,703	
\$ 6,824,948	\$18,572,166	
25,397,114		
•	Subject to the General Government Limitation \$ 6,824,948	

- 4. The Metropolitan Greenspaces Fund is hereby re-named the Open Spaces Fund. The fund shall be used for the receipt and expenditure of general obligation bond proceeds received from the Open Spaces Parks and Streams bond measure, as well as interest earnings, donations, etc., which accrue to the fund.
- 5. The Convention Center Project Debt Service Fund is hereby renamed the General Obligation Debt Service Fund. The purpose of the fund is broadened to provide for debt service levies for any existing and future general

obligation bond issues, each issue to be tracked under separate accounts within the fund.

- 6. Pursuant to Metro Code Section 7.01.020(b) pertaining to the Metro Excise Tax, the Council hereby confirms that the rate of tax shall be the maximum amount allowed under the Metro Code.
- 7. In accordance with Section 2.02.125 of the Metro Code, the Metro Council hereby authorizes personnel positions and expenditures in accordance with the Annual Budget adopted by Section 1 of this Ordinance, and hereby appropriates funds for the fiscal year beginning July 1, 1995, from the funds and for the purposes listed in the Schedule of Appropriations, Exhibit C.
- 8. The Executive Officer shall make the following filings as provided by ORS 294.555 and ORS 310.060:
 - a. Multnomah County Assessor
 - An original and one copy of the Notice of Levy marked Exhibit D, attached hereto and made a part of this Ordinance.
 - 2) Two copies of the budget document adopted by Section 2 of this Ordinance.
 - 3) A copy of the Notice of Publication required by ORS 294.421.
 - 4) Two copies of this Ordinance.
 - b. Clackamas and Washington County Assessor and Clerk
 - 1) A copy of the Notice of Levy marked Exhibit D.
 - 2) A copy of the budget document adopted by Section 2 of this Ordinance.
 - 3) A copy of this Ordinance.
 - 4) A copy of the Notice of Publication required by ORS 294.421.
- 9. This Ordinance being necessary for the health, safety, or welfare of the Metro area, for the reason that the new fiscal year begins July 1, 1995, and Oregon Budget Law requires the adoption of a budget prior to the beginning of the fiscal year, an emergency is declared to exist and the Ordinance takes effect upon passage.

,	ADOPTED by the Metro C	Council on this day of June, 1995.
		J. Ruth McFarland, Presiding Officer
Attest:		

KR:rs I/Budgen/FY95-96\Misc\95-587OR.Doc

Clerk of the Council

AGENDA ITEM NO. 5.2 Meeting Date: February 16, 1995

Ordinance No. 95-592

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 95-592, RELATING TO CITIZEN INVOLVEMENT, AMENDING CHAPTER 2.12 OF THE METRO CODE

Date: February 6, 1995 Presented by:

Executive Officer Mike Burton

PROPOSED ACTION

This Ordinance would amend the Metro Code to allow the Metro Office of Citizen Involvement to be operated by the Metro Public Affairs Department under the direction of the Executive Officer.

FACTUAL BACKGROUND AND ANALYSIS

The Office of Citizen Involvement was created by the 1992 Metro Charter. The purpose of the Office is to "develop and maintain programs and procedures to aid communication between citizens and the Council and the Executive Officer." There is nothing in the Charter that addresses how the Office should be managed or where it should be placed.

The Office of Citizen Involvement, from a management perspective would be a valuable addition to the Government and Public Affairs Department.

Within this structure the Office will be able to maximize the resources, talent and expertise of the committee members. The committee will be able to advise not just on general involvement activities, but also be more integrated with department efforts, Executive and Council activities and outreach. This can be accomplished and carried out on both District-specific and Metro as a whole. This activity would include both citizen involvement and constituent outreach.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 95-592.

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BEFORE THE METRO COUNCIL

AN ORDINANCE RELATING TO)	ORDINANCE NO. 95-592
CITIZEN INVOLVEMENT, AMENDING)	
CHAPTER 2.12 OF THE METRO CODE)	Introduced by Mike Burton,
)	Executive Officer

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. The Metro Code Chapter 2.12 is amended to read as follows:

CHAPTER 2.12

OFFICE OF CITIZEN INVOLVEMENT

SECTIONS:

2.12.010	Creation and Purpose
2.12.020	Establishment of Metro Committee for Citizen Involvement
2.12.030	Approval of Bylaws and Appointments

2.12.010 Creation and Purpose: There is hereby created an Office of Citizen Involvement eonsisting of such employees as the Council may provide. 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. The Executive Officer shall assign employees to manage and operate the Office consistent with the budget approved by the Council.

2:12.020 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

Page 1 -- Ordinance No. 95-592

Council, Executive Officer, and appropriate Metro committees in ways to involve citizens in regional planning activities and other Metro programs.

- (b) The Council shall by resolution appoint members and alternates to the Metro CCI.

 The positions shall be as follows:
 - (1) The Metro CCI shall have nineteen (19) members. Each member position shall have an alternate. Membership shall consist of:
 - (A) One (1) representative from each of the thirteen (13) Metro Council districts (for a total of 13);
 - (B) One (1) representative from each of the areas outside of the Metro boundaries in Clackamas, Multnomah, and Washington Counties (for a total of three (3));
 - (C) One (1) representative from each of: Clackamas County's Committee for Citizen Involvement (CCI), Multnomah County's Citizen Involvement Advisory Committee (CIAC) and Washington County's Committee for Citizen Involvement (CIC) (for a total of three (3)).
 - (2) A Metro staff member shall act as a non-voting advisor for the Metro CCI.
 - (3) Members and alternates shall not be elected officials.
 - (4) Alternates for each member shall be appointed to serve in the absence of the regular members (and shall be encouraged to attend meetings on a participatory but non-voting basis).

(5) Members (or designated alternates) shall be expected to present a balanced representation of the interests of their district at all meetings of the Metro CCI.

2.12.030 Approval of Bylaws and Appointments: The Council shall approve bylaws by which the Metro CCI will proceed. 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.

	ADOPTED by the Meta	ro Council this day of	, 1995.
		•	
		J. Ruth McFarland, Presiding	Officer
ATTEST:	·		
•			
Recording (Clerk		

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AGENDA ITEM NO. 5.3 Meeting Date: February 16, 1995

Ordinance No. 95-590

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 95-590, RELATING TO THE METRO EXCISE TAX AND AMENDING SECTION 7.01.050, EXEMPTIONS, OF THE METRO CODE

Dated: February 6, 1995

Presented by:

Executive Officer Mike Burton

PROPOSED ACTION

Ordinance No. 95-590 amends the Metro Code section granting exemptions from the Metro Excise Tax.

FACTUAL BACKGROUND AND ANALYSIS

This Ordinance eliminates the present exemption for catering and concessions at the Oregon Convention Center. At the time Metro adopted the excise tax there was an existing contract in place for concessions and catering at the convention center and the Memorial Coliseum. Activities at the Coliseum were exempted from the excise tax because of the provisions of the agreement with the City of Portland transferring City facilities to Metro. The basis for this exemption no longer exists since the original contract will expire prior to July 1, 1996, and Metro no longer operates the Coliseum. In addition, this logical extension of the excise tax would be put into effect at the same time the concession contract is up, July 1, 1995.

The Ordinance also would create a new exemption for the operation of the Glendoveer Golf Course to replace the expiring exemption for all the Metro regional parks system. The exemption would apply to the gross revenues at the golf course, pro shop, and restaurant. All payments made to Metro by the golf course operator are subject to the tax.

The Ordinance also removes the outdated exemption for the Memorial Coliseum.

The Ordinance if adopted by April 1, 1995, would be in effect on July 1, 1995.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 95-590.

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BEFORE THE METRO COUNCIL

AN ORDINANCE RELATING TO THE	.·)	ORDINANCE NO. 95-590
METRO EXCISE TAX AND AMENDING)	
SECTION 7.01.050, EXEMPTIONS, OF)	Introduced by Mike Burton
THE METRO CODE)	Executive Officer

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. Section 7.01.050 of the Metro Code is amended to read as follows: 7.01.050 Exemptions:

- (a) The following persons, users, and operators are exempt from the requirements of this Chapter:
 - Persons, users, and operators whom the District is prohibited from imposing an excise tax upon under the Constitution or Laws of the United States or the Constitution or Laws of the State of Oregon.
 - (2) Persons who are users and operators of the [Memorial Coliseum,]

 Portland Civic Stadium or the Portland Center for the Performing Arts.
 - (3) Persons whose payments to the District or to an operator constitute a donation, gift, or bequest for the receipt of which neither the District nor any operator is under any contractual obligation related thereto.
 - (4) Any persons making payment to the District for a business license pursuant to ORS 701.015.
 - (5) Any person which is a state, a state agency, or a municipal corporation to the extent of any payment made directly to the District for any

purpose other than solid waste disposal, use of a Metro ERC Facility, or use of the Metro Washington Park Zoo.

- [(6)—Users-who are sublessees, subtenants, sublicensees, or other persons

 paying-compensation for the use of Metro ERC Facilities including

 payments by users for concessions or catering services made to the

 Commission or its agents but not users who purchase admission tickets

 for events at Metro ERC Facilities that are available to members of the

 general-public.]
- [(7)](6) An operator of a franchised processing center that accomplishes material recovery and recycling as a primary operation.
- Persons making payments to the District on behalf of the Metro
 Washington Park Zoo for the following purposes:
 - (A) Contributions, bequests, and grants received from charitable trusts, estates, nonprofit corporations, or individuals regardless of whether the District agrees to utilize the payment for a specific purpose including all payments to the Zoo Parents program;
 - (B) Corporate sponsorships or co-promotional efforts for events that are open to the general public, or for specific capital improvements, educational programs, publications, or research projects conducted at the Zoo;.

- (C) Payments that entitle a person to admission to a fund-raising event benefiting the Zoo that is not held on the grounds of the Zoo;
- (D) Payments that entitle a person to admission to a special fundraising event held at the Zoo where the event is sponsored and
 conducted by a nonprofit organization approved by the Council
 and the primary purpose of which is to support the Zoo and the
 proceeds of the event are contributed to the Zoo;
- (E) Notwithstanding the provisions of subsection (A) through (D) above, all payments received by the District for admission to the Zoo, or which entitle individuals to receipt of food, beverages, goods, or rides on the Zoo train shall be subject to tax regardless of whether payment is received from an individual or otherwise on behalf of special groups including but not limited to employee and family member picnics, corporate or family parties, or similar events.
- (8) Users and operators paying compensation to any person who is operating and leasing property at the Glendoveer Golf Course pursuant to a long-term agreement entered into with Mulmomah County prior to January 1, 1994.
- (b) Any person, user, or operator that is exempt for the payment of an excise tax pursuant to this section shall nonetheless be liable for compliance with this Chapter and the

payment of all taxes due pursuant to any activity engaged in by such person which is subject to this Chapter and not specifically exempted from the requirements hereof. Any operator whose entire compensation from others for use of a District facility is exempt from the provisions of this Chapter shall be deemed to be a user and not an operator.

Section 2. This Ordinance shall become effective on July 1, 1995, or 90 days after the adoption of this Ordinance, whichever date shall occur later.

	ADOPTED I	by the Metro	Council this	day of _		_, 1995.
			J. Ruth McFarland, Presiding Officer			
ATTEST:						
Recording Cle	rk	•				
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AGENDA ITEM NO. 5.4 Meeting Date: February 16, 1995

Ordinance No. 95-591

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 95-591, RELATING TO GOVERNMENT RELATIONS, AMENDING CHAPTER 2.11 OF THE METRO CODE

Date: February 6, 1995

Presented by:

Executive Officer Mike Burton

PROPOSED ACTION

This Ordinance would amend Chapter 2.11 of the Metro Code to eliminate the separate Office of Governmental Relations. The Ordinance continues the lobbyist function as a Legislative Representative appointed by the Executive Officer and confirmed by the Council. The Ordinance would leave unchanged the present provisions governing how the Metro lobbyist function is carried out with the mutual approval of matters by both the Council and Executive Officer.

FACTUAL BACKGROUND AND ANALYSIS

A merger of Public Affairs and Government Relations occurred July 1, 1994, reporting to both the Executive Officer and the Metro Council. The function of this Office is to build stronger relationships with local governments in the region, and increase Metro's visibility. The Department of Public and Government Relations also provides public and government relations services for all Metro departments, and acts as in-house public relations and government affairs agency for both the Executive Officer and the Metro Council.

These activities can best be managed with direct accountable oversight from the Executive office.

All legislative functions would continue to be a completely joint endeavor between the Council and the Executive. The Executive will take full responsibility for assuring the Council that Council public relations are appropriately and efficiently delivered.

This Ordinance will allow the Executive to streamline the functions of Metro, designate the Legislative Representative, subject to Council approval, and organize the governmental relations and public affairs functions of Metro as a department, with direct, ongoing accountability.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 95-591.

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BEFORE THE METRO COUNCIL

AN ORDINANCE RELATING TO)	ORDINANCE NO. 95-591
GOVERNMENT RELATIONS, AMENDING)	
CHAPTER 2.11 OF THE METRO CODE)	Introduced by Mike Burton,
,)	Executive Officer

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. The Metro Code Chapter 2.11 is amended to read as follows:

CHAPTER 2.11

OFFICE-OF-GOVERNMENT RELATIONS

SECTIONS:

2.11.010	-Purpose
	4
2.11.020	Government-Relations-Office-Created
2.11.030	-Duties
2.11.040	-Advocate for District Policies
-	Legislative Representative

2.11.010 Purpose: The purpose of this Chapter is to establish an Office of Government Relations to provide government relations services to the District and its Council, Executive Officer and any Metro-commissions.

2.11.020—Government—Relations—Office—Created: There—is hereby—created—an—Office—of
Government—Relations consisting of the Government—Relations—Officer—and such subordinate
employees as the Council may provide. The Government Relations Officer and any subordinate
employees shall be employed by the District subject to Personnel Rules adopted by the Council.
The Government—Relations—Officer shall be appointed by the Executive—Officer subject to the
confirmation of a majority of the members of the Council. The Government-Relations Officer
may be removed by the Executive—Officer or by a vote of a majority of the members of the

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Council. The Office of Government Relations is not a department of the District. All contracts authorized for Government Relations Services shall be managed through the Office of Governmental Relations.

2.11.030010 <u>DutiesLegislative Representative</u>: The Government Relations OfficerLegislative Representative shall be appointed by the Executive Officer, and subject to confirmation by the Council, shall have the following duties:

- (a) Responsibility for managing the District's State Legislative Program including:
 - (1) Assembling the District's legislative program for review and approval by the Council following a process established by the Council;
 - (2) Insure District representation before legislative committees with individual legislators both during a legislative session and in interim periods and with other interested persons;
 - (3) Development and implementation of a system to monitor and inform the Council and Executive Officer of District- related legislation; and
 - (4) Preparation of a final legislative report analyzing District-related legislation.
- (b) (5) Responsibility for communicating District programs and policies to local, state and federal governmental officials, and task forces, commissions, and rule making bodies.
- (e) (6) Responsibility to monitor and communicate to the Council and Executive

 Officer programs and policies of other governments and special interest

 groups which affect or impact functions or activities of the District.

2.11.040 Advocate for District Policies (d): In earrying out the duties of the Office, the Government Relations Officer or subordinate employees The Legislative Representative of Metro shall not represent or advocate the position of any single Metro elected official or group of elected officials. The Government Relations Officer or subordinate employees A Legislative Representative shall advocate only on matters which have been approved or adopted by the Metro Council or any task force or committee authorized by the Council to represent the Council on legislative matters and which have been approved by the Executive Officer. 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 Government Relations Officer and subordinate employees a Legislative Representative shall not represent or advocate for either the Metro Council or the Executive Officer.

ADOFTED	by the Metro Council this day of, 1993.
	J. Ruth McFarland, Presiding Officer
ATTEST:	
Recording Clerk	

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AGENDA ITEM NO. 6.1 Meeting Date: February 16, 1995

Resolution No. 95-2093

REGIONAL PARKS AND GREENSPACES STAFF REPORT

RESOLUTION NO. 95-2093 FOR THE PURPOSE OF AUTHORIZING A RENEWABLE FIVE YEAR LEASE AGREEMENT OF PROPERTY WITH THE BIRDS OF PREY RESCUE NORTHWEST, INC. AT HOWELL TERRITORIAL PARK.

Date: February 16,1995

Presented by:
Charles Ciecko, Director
Regional Parks and Greenspaces

FACTUAL BACKGROUND AND ANALYSIS

Birds of Prey Rescue Northwest, Inc., a non-profit organization, is requesting a renewable five year lease agreement with the Regional Parks and Greenspaces Department to set up a birds of prey rehabilitation center at Howell Territorial Park located at 13901 N.W. Howell Park Road on Sauvie Island. Until recently this program was located at Metro's Washington Park Zoo. It was phased out due to the amount of staff time and resources that were necessary to devote to the program's success and also because the program was not part of the Zoo's overall mission. Birds of Prey Rescue Northwest, Inc. was formed to continue this program and it wanted to find an alternate site where the rehabilitation center could continue. Several possible sites were researched and Howell Territorial Park was determined by Birds of Prey to be an ideal location for the center even though this type of program falls outside the normal functions of the Regional Parks & Geenspaces Department.

There are no financial obligations on the part of Regional Parks & Greenspaces to Birds of Prey Rescue Northwest, Inc.. Regional Parks & Greenspaces will only be providing space that otherwise would not be used to allow the birds a temporary home during recovery/rehabilitation. Either party may terminate this Lease for convenience by giving the other party six (6) months written notice of its intent to terminate.

This contract completely holds and saves harmless Metro, Multnomah County, and the Oregon Historical Society, and indemnifies, and defends their elected officials, employees, and agents from any damages arising out of acts by Birds of Prey. A one million dollar (\$1,000,000) comprehensive general liability insurance policy is to be maintained by Birds of Prey, at their expense, on their organization.

The Lease Agreement would entail occupying approximately 2,056 sq. ft. in the

Historical Society as part of their Bybee House Museum exhibit and also as a storage location for some of their collections. O.H.S. leases this area from Regional Parks and Greenspaces at no cost and have been involved in the discussions with Birds of Prey and are supportive of this Lease Agreement.

All alterations or improvements needed on the barn or adjacent fenced property to make it suitable as a rehabilitation center will be the responsibility of Birds of Prey. A surety bond will be required from Birds of Prey prior to any improvements to protect Metro from costs associated with any type of liens or lease defaults. Birds of Prey will pay their pro-rata share of all utilities and supply their own phone. All rehabilitated birds will be released within their native habitat as close as possible to the original pick up site.

A spokesperson from Birds of Prey Rescue Northwest, Inc. will be present at the Council meeting along with Department staff to answer any questions about the Lease Agreement.

Executive Officer's Recommendation:

The Executive Officer recommends adoption of Resolution No. 95-2093.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZIN	IG)	RESOLUTION NO. 95-2093
A RENEWABLE FIVE YEAR LEASE	·)	
AGREEMENT OF PROPERTY WITH)	•
THE BIRDS OF PREY RESCUE)	
NORTHWEST, INC. AT HOWELL)	Introduced by Mike Burton,
TERRITORIAL PARK.)	Executive Officer

WHEREAS, Birds of Prey Rescue Northwest, Inc., a non-profit organization, has approached the Regional Parks and Greenspaces Department to negotiate a renewable five year lease for a birds of prey rehabilitation center at Howell Territorial Park; and

WHEREAS, The purpose of the rehabilitation center is determined to be a worthwhile program by Metro and that any assistance to the program that does not include financial support is appropriate; and

WHEREAS, Either party may terminate this Lease for convenience by giving the other party six (6) months written notice of its intent to terminate.

WHEREAS, A similar lease agreement is currently in place with the Oregon Historical Society for the use of part of the facility and are supportive of the proposed Lease Agreement with Birds of Prey Rescue Northwest, Inc.

WHEREAS, A one million dollar (\$1,000,000) comprehensive general liability insurance policy is to be maintained by Birds of Prey Rescue Northwest, Inc., at their expense, on their organization while operating the rehabilitation center at Howell Territorial Park.

WHEREAS, All alterations or improvements needed on the leased property to make it suitable as a rehabilitation center will be the responsibility of Birds of Prey Rescue Northwest, Inc. along with a surety bond to protect Metro from costs associated with any type of liens or lease defaults; and

WHEREAS, All rehabilitated birds will be released within their native habitat as close as possible to the original pick up site, and

WHEREAS, Negotiations for a renewable five year lease have been concluded and the Lease Agreement is attached; now, therefore,

BE IT RESOLVED,

1. That the Metro Council hereby authorizes the Executive Officer to execute a renewable five year lease agreement with Birds of Prey Rescue Northwest, Inc. for a birds of prey rehabilitation center at Howell Territorial Park, attached as Exhibit A.

ADOPTED by the Metro Council th	is, 1995.
	J. Ruth McFarland, Presiding Officer

Exhibit A

LEASE

THIS LEASE made as of this _____ day of _____ 1995, between Metro, hereinafter referred to as "Landlord," whose address is 600 N.E. Grand Avenue, Portland, OR 97232-2736, and "Bird of Prey Rescue Northwest, Inc.," whose address is P. O. Box 6627, Portland, Oregon 97228, hereinafter referred to as "Tenant."

RECITALS

1. Landlord owns the Buildings and occupies the Premises located at 13901 N.W. Howell Park Road, Portland, Oregon 97231, and described herein as:

Specifically, the Park Barn/Historical Museum [Howell Territorial Park] and further described in Exhibit "A."

- 2. Tenant desires to lease a portion of those Premises from Landlord.
- 3. The parties desire to have a lease agreement defining the terms of the Lease.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. <u>Premises</u>. Tenant leases from Landlord a portion of the Premises as described in Exhibit "A."

SECTION 2. Term: Possession.

- 2.1 Term. The Lease Term shall commence February 28, 1995 (the "Commencement Date") or upon execution and continue through February 1, 2000, unless sooner terminated pursuant to the terms hereof. A "Lease Year," as such term is used herein, shall run from the Commencement Date or its anniversary ("Anniversary") until the day immediately preceding the next Anniversary.
- 2.2 <u>Tenant's Work</u>. Landlord will notify Tenant when the Building and Premises are ready for the commencement of Tenant's work and installation of Tenant's improvements, personal property and performance of other work. Tenant, on request, will apprise Landlord of the date when the Premises are then expected to be ready for occupancy; however, Tenant acknowledges the advisability of commencing space planning, fixture construction and other activities well in advance of the expected date the Premises are to be ready for Tenant's work. Tenant will promptly perform all work, if any, required to ready the Premises for Tenant's possession and use. Landlord shall not be required to perform any

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work which might be needed to ready the Premises for Tenant's occupancy. Landlord shall have the right to approve or disapprove any work Tenant intends to do on the Premises. Tenant shall give Landlord thirty (30) days written notice of any planned work, including copies of plans.

2.3 <u>Delivery of Possession</u>. Delivery of possession of the Premises (the "Possession Date") will occur when Tenant actually occupies or takes possession of the Premises by, among other things, moving equipment, fixtures, materials, or other personal property onto the Premises, or by commencement of Tenant's improvements to the Premises. Tenant shall not so occupy or take possession of the Premises without first giving Landlord written notice thereof. Landlord shall have no liability for delays in delivery of possession caused by labor disputes, shortages of materials, acts of God, holdover by prior tenants, or other causes. Except as otherwise provided herein, all obligations of Tenant under this Lease shall commence as of the Possession Date.

SECTION 3. Rent. Tenant shall pay to Landlord the sum of \$1.00 per year as rent for the Premises.

- 3.2 <u>Time and Place of Payment</u>. Rent shall be payable in advance, beginning with the Commencement Date, and shall be due and payable for each successive year on each Anniversary Date.
- SECTION 4. <u>Utilities</u>; <u>Custodial</u>; <u>Other Charges</u>. This is a "triple net" Lease and Tenant shall pay as additional rent the items set forth below. The percentage allocation of the responsibility to Tenant may be adjusted by Landlord in its reasonable discretion if the final proportionate square footages of the Building and its various Premises change.
- 4.1 <u>Utilities</u>. Tenant shall pay a pro-rata share of utilities on a quarterly basis for all utilities and services on the Building including but not limited to electricity, gas, sewer and water, and property insurance. The basis for Tenant's pro-rata share shall be that amount by which the usage of such services on the Premises exceeds the average consumed quarterly between January 1, 1991, and December 31, 1994.
- 4.2 <u>Waste Management</u>. Tenant shall establish, maintain, and pay for a separate account for waste management, including garbage and recycling service. The service shall be appropriate for any hazardous waste which Tenant may generate and be located and hauled away at a frequency which avoids waste accumulation, odor, and/or risk exposure.
- SECTION 5. <u>Use</u>. Tenant shall use the Premises for a birds of prey rehabilitation center, and for no other purposes without Landlord's written consent. Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of other Building occupants.

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SECTION 6. Real Property Taxes. Both Landlord and Tenant are tax exempt entities and have no responsibility for payment of real property taxes. Tenant shall hold Landlord harmless if the nature of its use of the Premises results in the Premises becoming subject to real property taxation under Oregon law.

SECTION 7. Maintenance and Alterations.

- 7.1 Tenant's Obligations. Landlord shall not be required to make any repairs, alterations, additions or improvements to or upon the Premises or Building of the Leased area during the term of this Lease. Tenant hereby agrees to maintain and keep the Leased area, including all interior doors, heating, ventilating, and cooling systems, interior wiring, plumbing and rain pipes, in as good repair, operating condition, working order, and appearance, and as clean and safe during the entire term of this Lease as they were as of the Possession Date, at Tenant's own cost and expense. In this regard, Tenant shall, as necessary: a) replace equipment and fixtures, b) replace broken or damaged interior and exterior glass in the windows and doors of the Building with glass of as good or better quality as that now in use, and c) paint the interior of the Building. Finally, Tenant hereby agrees to be responsible and pay for the repair or replacement of any part of the Building damaged as a result of the action or inaction of Tenant or its agents, independent contractors, employees, suppliers or invitees. Landlord will be responsible for any Building exterior repairs except those done by Tenant as part of alterations.
- Landlord's Right to Improve Building. It is understood and agreed that Landlord reserves and at any and all times shall have the right to repair or improve the Building or to add thereto, and, for that purpose, at any time may erect scaffolding and other necessary structures about and upon the Building and Premises. In such event, Landlord and Landlord's representatives, contractors and workmen may enter in or about the Building and Premises with such materials as Landlord may deem necessary therefore, except in case of emergency, and where feasible, such entry will be: a) made only on at least 24 hours prior oral or written notice, b) during normal business hours, and c) with an employee or Tenant to accompany Landlord or its representatives. Tenant waives any claim against Landlord for damages, including disruption of business resulting from entries pursuant to this section.
- 7.3 Alterations. Except for initial Tenant improvement work, Tenant shall not alter, add to or improve the Premises, Building or install additional electrical equipment, machinery or any signs without Landlord's prior written consent. All alterations shall be made in a good and workmanlike manner, and any alterations and fixtures, including partitions, plumbing, electrical wiring and other additions and improvements, installed by Tenant (other than trade fixtures and equipment) shall become part of the Building and belong to Landlord or at the option of the Landlord the Tenant shall restore the Building to its original condition upon conclusion or termination of this Lease.
- 7.4 Signs. Landlord will consider, in its sole discretion, allowing Tenant to place signage identifying Tenant on the Building facade. Landlord's prior approval of the

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proposed placement and design of signage by Tenant is required prior to installation of Tenant signage. All Tenant signage shall be in conformance with the sign code, shall not damage the Building's exterior, be similar in style to other existing signs and in Landlord's reasonable opinion shall be tasteful. In any event, the signage and its installation shall be at the sole cost and expense of Tenant.

SECTION 8. Liens. Tenant shall pay as due all claims for work done on or for services rendered or material furnished to the Premises or, on its behalf, to the Building, and shall keep the Premises and the Building free from any liens other than liens created by Landlord or other tenants; provided, however, that, so long as Tenant escrows cash with Landlord or provides a surety bond in the amount of total cost of alterations or improvements sufficient to pay the claim or lien, Tenant shall not be required to pay a claim or lien which it is validly contesting and the non-payment of which does not constitute a default by Landlord under any financing against the Building. If Tenant fails to pay such claim or to discharge any lien created or suffered by Tenant, Landlord may do so and collect such amount as additional rent. Amounts paid by Landlord shall bear interest and be repaid by Tenant as provided in paragraph 11.3 below. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

SECTION 9. <u>Default by Tenant</u>. The following shall be events of default by Tenant:

- 9.1 Payment Default. Failure of Tenant to make any rent or other payment under this Lease within ten (10) days after it is due; provided, however, that Landlord shall give Tenant notice and five (5) business days following such notice to cure such default so long as Landlord has not previously given Tenant notice of a failure to make the same type of payment twice in the last twelve (12) months.
- 9.2 <u>Unauthorized Transfer</u>. Tenant makes any transfer without Landlord's prior written consent as required under Section 15.
- 9.3 <u>Abandonment of Buildings</u>. Tenant abandons the Building and Premises, for which purpose "abandons" means a failure by Tenant to occupy and use the Building and Premises for the purposes permitted under this Lease for a total of fifteen (15) business days or more during the Lease Term.
- 9.4 <u>Default in Other Covenants</u>. Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease within thirty (30) days after notice by Landlord specifying the nature of the default with reasonable particularity.

However, if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance then Tenant shall not be in default if Tenant commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

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SECTION 10. <u>Default by Landlord</u>. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time. However, Landlord shall perform its obligations within thirty (30) days after receiving written notice from Tenant specifying where and how Landlord has failed to perform its obligations. However, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

SECTION 11. Remedies on Default. Upon default, Landlord may exercise any one or more of the following remedies, as well as any other remedy available under applicable law:

- 11.1 <u>Retake Possession</u>. Landlord may reenter and retake possession of the Premises either by summary proceedings, force, any other applicable action or proceeding, or otherwise, all without notice to Tenant except as may be required by law. Landlord may use the Premises for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant.
- 11.2 <u>Damages for Default</u>. Whether or not Landlord retakes possession or relets the Premises, Landlord may recover all damages caused by the default (including but not limited to unpaid rent, reasonable attorneys' fees relating to the default, and reasonable costs of reletting). Landlord may sue periodically to recover damages as they accrue during the remainder of the Lease Term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining Lease Term.
- default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The cost of performance, including reasonable attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of 15 percent per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

SECTION 12. Surrender & Expiration.

12.1 <u>Condition of Building</u>. Upon expiration of the Lease Term or earlier termination, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition. Depreciation and wear from ordinary use for the purpose for which the Building was let need not be restored, but all repairs for which Tenant is responsible' shall be completed to the latest practical date prior to such surrender.

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- furniture, and trade fixtures that remain the property of Tenant and reasonably restore all damage caused by such removal. If Tenant fails to effect such a removal within twenty (20) days after Landlord's notice in writing and request for removal, this failure shall constitute an abandonment of the property and Landlord may retain the property and all rights of Tenant with respect to it shall cease. In the alternative, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, restoration, transportation to storage, and storage, with interest on all such expenses as provided in paragraph 12.3 below.
- 12.3 <u>Holdover</u>. If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease (except that the term will be month to month and the Rent will be \$1.00 per month), or to eject Tenant from the Premises and recover damages caused by wrongful holdover.

SECTION 13. Indemnity and Insurance. The Tenant shall hold and save harmless Landlord, Multnomah County, and the Oregon Historical Society, and indemnify, and defend their elected officials, employees, and agents from damages arising out of acts of Tenant, Tenant employees, agents, and visitors. Tenant shall continuously maintain at its expense comprehensive general liability insurance on its business in the Premises with a combined single limit of One Million Dollars (\$1,000,000), or such higher limits as Landlord may reasonably require from time to time. Tenant shall also maintain such other insurance on Tenant's operation as Landlord may reasonably require during the Lease Term. All such insurance shall name Landlord, Multnomah County, the Oregon Historical Society, their elected officials, departments, agents and employees as additional insureds and shall contain a contractual liability endorsement referring to this Lease. The policies shall be in a form, amounts and with companies reasonably acceptable to Landlord. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Building. Tenant shall also notify Landlord prior to any change or cancellation of such insurance.

The Tenant shall maintain "all risk" property insurance and shall be responsible for Tenant's improvements and Tenant's property.

SECTION 14. Waiver of Rights. Each party hereby releases the other from any and all liability or responsibility to the other (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to the Premises, the Building, or property thereon caused by peril which would be covered by a standard "all risks" property insurance policy and water damage, whether or not such insurance is in force or is

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collectible, even if such loss or damage shall have been caused by the fault or negligence of the party, or anyone for whom such party may be responsible.

- SECTION 15. Assignment and Subletting. The parties acknowledge and agree that Landlord has leased the Building and Premises to Tenant at the rate of \$1.00 per year solely because Tenant is a charitable organization dedicated to the rehabilitation of birds of prey. Due to these unique circumstances, the parties agree that Tenant shall not assign this Lease or further sublet all or part of the Premises and that any attempted assignment or sublease shall be null and void.
- SECTION 16. Attorneys' Fees. In the event of any suit or action by either party to enforce any provision of this Lease, or in any other suit or action arising out of or in connection with this Lease, the prevailing party shall be entitled to recover its costs of suit or action and reasonable attorneys' fees whether at trial or appeal. Such attorney fees shall include the reasonable fair market value provided by any employees of either party, if in-house counsel is employed.
- SECTION 17. <u>Cumulative Rights and Remedies</u>. No right or remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other rights and remedies at law or in equity.
- SECTION 18. <u>Time of the Essence</u>. Time is of the essence of the performance of each of Tenant's and Landlord's obligations in this Lease.
- SECTION 19. <u>Amendments</u>. This Lease shall not be amended or modified except by agreement in writing signed by both parties.
- SECTION 20. Exhibits. Exhibit "A" which is referred to in this Lease is attached hereto and by this reference incorporated herein.
- SECTION 21. Consent of Landlord. Whenever consent, approval or direction by Landlord is required under the terms contained herein, all such consent, approval or direction must be in writing.
- SECTION 22. Section Headings. The section headings to the sections of this Lease are not part of the Lease and shall have no effect upon the construction or interpretation of any part of it.
- SECTION 23. <u>Complete Agreement</u>. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, advertising, agreements and understandings, oral or written, if any, between Landlord and Tenant or displayed by Landlord or its agents to Tenant with respect to the subject matter of this Lease, the Premises or the Building. There are no representations between Landlord and Tenant other than those contained in this
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Lease and all reliance with respect to any representations is solely upon representations contained in this Lease.

SECTION 24. Third Parties. Landlord and Tenant are the only parties to this Lease and as such are the only parties entitled to enforce its terms. Nothing in this Lease gives or shall be construed to give or provide any benefit, direct, or indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its term.

SECTION 25. Estoppel Certificates. Within seven (7) days after Landlord's written request, Tenant shall deliver a written statement stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord.

SECTION 26. <u>Inspection</u>. Landlord or its authorized representatives may enter at any time to determine Tenant's compliance with this Lease, to make necessary repairs, or to show the Premises and Building to any prospective tenants or purchasers; provided, however, that, except in the case of emergency repairs, such entry will be: a) made only on at least 24 hours prior oral or written notice, b) during normal business hours, and c) with an employee or Tenant to accompany Landlord or its representatives.

SECTION 27. Representations. Tenant certifies that no representations as to the condition or repair of the Premises have been made by Landlord or its agents, and that no agreement to alter, repair, or improve said Premises has been made by Landlord, except as expressly set forth herein.

SECTION 28. Notices. Notices under this Lease shall be in writing, effective when delivered, or if mailed, effective on the second day after mailed postage prepaid to the address for the party set forth on page 1 of this Lease, or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

SECTION 29. <u>Partial Invalidity</u>. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and other provisions shall remain in full force and effect.

SECTION 30. Observance of Law. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements or federal, state, county and municipal authorities, now in force or which may hereafter be in force during the term of this Lease, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Premises.

SECTION 31. Choice of Law. This Lease shall be governed by the laws of the State of Oregon.

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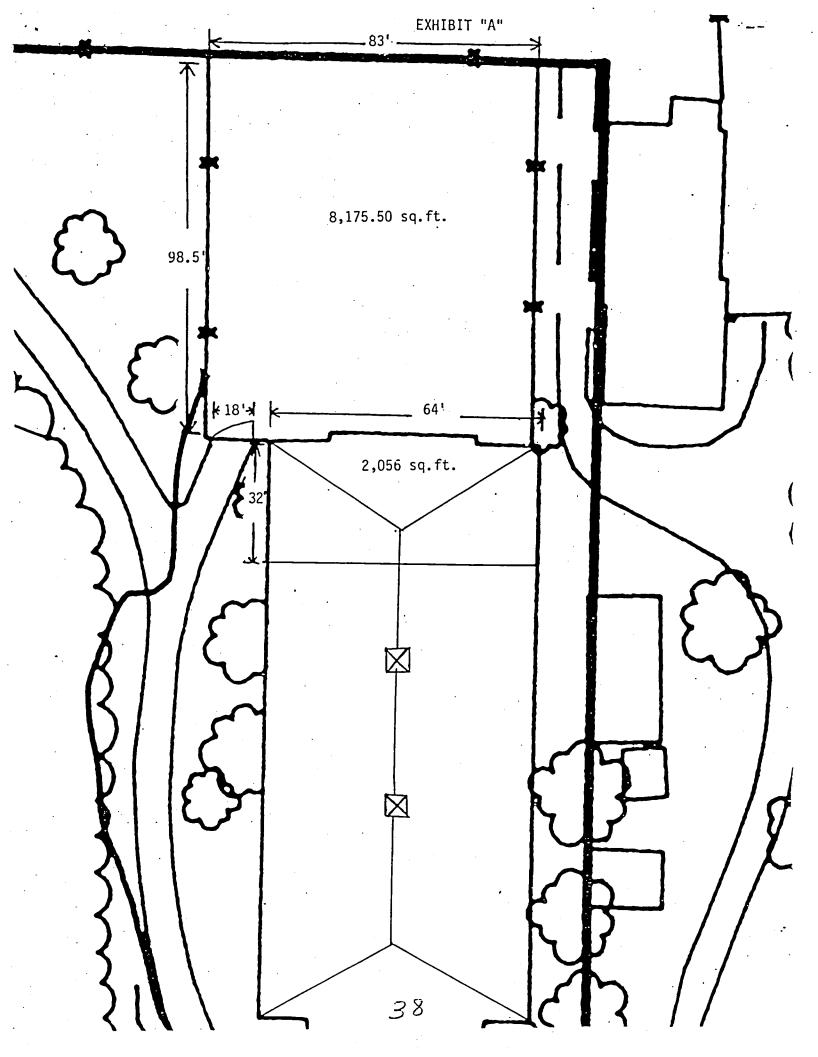
SECTION 32. Miscellaneous.

- 32.1. <u>Permits</u>. Tenant shall obtain any and all necessary licenses and permits from local, state, and federal agencies.
- 32.2. <u>Building and Plans</u>. Tenant shall be fully responsible for all aspects of construction, including extension of utilities. Tenant shall install and maintain a separate alarm system for the Building, and shall install and maintain a separate phone line for its business. Tenant shall submit full building plans for Landlord's review and approval prior to any construction activity. Such plans shall, at Tenant's expense, be reviewed and approved by a licensed structural engineer prior to submission to Landlord. Any permit(s) required for construction must be obtained by and paid for by Tenant.
- 32.3. Access/Parking. Tenant shall access the Premises and park in a manner and location to be designated by Landlord. Tenant's parking shall be limited to no more than five (5) vehicles at any given time.
- 32.4. <u>Use of Premises by Public</u>. Tenant shall not open the Premises to the general public without the written consent of Landlord.
- 32.5. <u>Bond</u>. Tenant shall secure and maintain a bond in an amount and form acceptable to Landlord for the purpose of returning the Premises to Landlord in a condition equal to or better than the condition the Premises were in as of the Commencement Date upon termination of the Lease. It is intended that such bond shall reflect the cost of all alterations and improvements installed by Tenant.
- 32.6. Maintenance. Tenant shall maintain the facility and associated grounds in a clean, orderly, and safe manner. Tenant shall correct any deficiencies noted by Landlord within seven (7) days. If the nature of Tenant's obligation is such that more than thirty (30) days are required for performance the Tenant shall not be in default if Tenant commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.
- 32.7. Annual Report. Tenant shall provide to Landlord an annual report detailing the financial condition of Tenant, Tenant's bird rehabilitation and release efforts of the preceding year, and ongoing compliance with the provisions of the Lease, including but not limited to information on licenses, permits, and insurance certificates. The report shall be due on June 15 of each year.
- 32.8. <u>Pest Control</u>. Tenant shall be allowed to raise live "feed" for birds in or near the Buildings or Premises, and shall only release live "feed" directly into cages. Tenant shall maintain an adequate ongoing program to control pests in Building section under Lease and around the Leased Premises. Such program may include trapping, but no baiting.

- 32.9. Oregon Historical Society. The parties acknowledge that the Building and Premises are located in Howell Territorial Park, which is operated cooperatively by Landlord and the Oregon Historical Society. Tenant agrees and acknowledges that the Oregon Historical Society's use and activities at Howell Territorial Park are of great importance to Landlord, and therefore Tenant agrees that none of its activities pursuant to this Lease shall interfere with, harm, or detract from the existing usage by the Oregon Historical Society. This Lease shall be deemed to be subject in all respects to any usage by the Oregon Historical Society as of the Commencement Date.
- 32.10. <u>Termination for Convenience</u>. Either party may terminate this Lease for convenience by giving the other party six (6) months written notice of its intent to terminate. In the event of a termination by Landlord, Tenant shall receive a pro-rata refund of any advance rent that has been paid.

BIRD OF PREY RESCUE NORTHWEST, INC.	METRO
•	
Stanley P. Held, President	Mike Burton, Executive Officer
Date	Date
	APPROVED AS TO FORM: Daniel B. Cooper, General Counsel
	Mark B. Williams Senior Assistant Counsel
gI 1229A	Date

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AGENDA ITEM NO. 6.2 Meeting Date: February 16, 1995

Resolution No. 95-2095

Staff Report

CONSIDERATION OF RESOLUTION NO. 95-2095 FOR THE PURPOSE OF AUTHORIZING EXECUTION OF A LEASE WITH BUSINESS PROPERTIES INVESTMENT LIMITED PARTNERSHIP

Date: February 2, 1995

Presented by: Berit Stevenson

Background and Analysis

Metro staff have been working on securing a tenant for the North Plaza Retail space since Spring 1994. To assist with this project, Cynthia Sturm with Grubb and Ellis, has been retained as the listing agent on the property. During this period, approximately 30 inquires have been addressed by either Metro staff or Ms. Sturm and negotiations have ensued with two prospective tenants. One round of these negotiations have resulted in the proposed lease which is the subject of this Resolution 95-2095.

The prospective tenant is Business Properties Investment Limited Partnership, an Oregon limited partnership which owns substantial investment property in Northeast Portland. Metro staff have had discussions with the principles involved in the Partnership's general partner, Riverside Investment & Development Company and have reviewed pertinent financial information of these parties and the Partnership and feel that they have the resources and the ability to meet the obligations of the Lease.

The terms of the Lease include an initial base rent of \$1600.00 per month or \$12 per square foot. This rate is within the range for market rates for this type of space in this area. The rate escalates over the five year term of the lease by 3.3% per year. The Lease is "triple net" meaning that in addition to base rent the tenant is responsible for all operating expenses such as utilities, security, taxes and insurance. There is a renewal option of an additional five years which the tenant may choose to exercise. The current condition of the space requires significant tenant improvements to ready the space for occupancy. The tenant is responsible for these costs with the exception of a \$9,600.00 allowance which Metro will pay. Upon expiration of the Lease, these improvements remain in place and become the property of Metro. Lastly, the Lease includes a three month "free rent" period which is a typical concession made in leases of this type.

The use which is proposed by the Tenant is typical office use. There will be four small businesses which will "office share" the space. Notwithstanding

the "office share" arrangements, the Partnership will remain obligated to fulfill all obligations of the Lease. The businesses will collectively call themselves Financial Services Company and will be involved in mortgage broker, property management and commercial construction ventures.

Budget Impact

Sufficient funds have been earmarked in the General Bond Fund to cover the tenant improvement allowance which will be a responsibility of Metro. The fee due to Ms. Sturm and Grubb and Ellis will be paid from the Building Management Fund. Minor income form lease payments will begin in May 1995, with the full lease payments becoming due beginning in August of 1995.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE A LEASE WITH BUSINESS PROPERTIES INVESTMENT LIMITED PARTNERSHIP	TE)) Introdu) Mike E	UTION NO. 95-2095 aced by Burton, ave Officer
WHEREAS, a requirement of inclusion of retail space along Grand	the City of Portland Avenue at the Metro	d Zoning Code was the Regional Center; and
WHEREAS, a 1600 square foot is located in the northwest corner of t	etail space was designe Metro Regional Ce	gned and constructed and enter's North Plaza; and
WHEREAS, Metro staff have n A, with Business Properties Investme	egotiated a Lease, what It Limited Partnersh	nich is attached as Exhibit p; and
WHEREAS, prior approval of required by Metro Code 2.04.033 (a) (3)	eases of real propert; ; now therefore;	y owned by the District is
BE IT RESOLVED,		
That the Metro Council author with Business Properties Investmen Exhibit A.	zes the Executive O Limited Partnersh	fficer to execute the Lease ip which is attached as
ADOPTED by the Metro Counc	il this day o	f February 1995.
	J. Ruth McFa	rland
	Presiding Off	

EXHIBIT A

LEASE

Th	is Lease ma	de as of t	his		day	y of			,	1995, b	etw	een
	ereinafter											
	Portland,											
LIMITED	PARTNERS	HIP, here	inafter	referre	ed to	as	"Tenani	t", ´v	hose	address	is	622
Northeast	Grand Av	enue, Port	land, (Oregon	97232	•			• •			

RECITALS

- 1. Landlord owns and occupies the building located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, known as the Metro Regional Center.
- 2. Tenant desires to lease a portion, hereinafter referred to as the Premises and described herein on Attachment A, of that building from Landlord.
- 3. The parties desire to have a Lease agreement defining the terms of the Lease.

In consideration of mutual covenants herein contained, the parties agree as follows:

SECTION 1. <u>PREMISES.</u> Tenant leases from Landlord the Premises as described in Attachment A.

SECTION 2. TERM; POSSESSION.

- 2.1 Term. The Lease term shall commence on May 1, 1995 (the "Commencement Date") and continue for five years unless sooner terminated pursuant to the terms hereof. A "Lease Year," as such term is used herein, shall run from the Commencement Date or its anniversary ("Anniversary") until the day immediately preceding the next Anniversary.
- 2.2 <u>Renewal Option.</u> In the event the Lease is not in default at the time the option is exercised and the time the renewal term is to commence, then Tenant shall have the option to renew this Lease for one (1) term of five (5) years, as follows:
 - a) Commencement. The renewal term shall commence on the day following expiration of the original term.
 - b) The renewal option shall be automatically exercised unless the Tenant gives Landlord a written notice of cancellation not less than one hundred eighty (180) days prior to the expiration date of the Lease.
 - c) Terms and Conditions. The terms and conditions of the Lease for each renewal term shall be identical with the original term, except that the applicable rent due pursuant to Section 3 shall be adjusted for the initial year of the Renewal Term as provided in Section 3.3. No additional security deposit, other than the original 1,600.00 security deposit, shall be required during the renewal term.
- 2.3 <u>Tenant's Work.</u> Landlord will notify Tenant when the Building and Premises are ready for the commencement of Tenant's work and installation of Tenant's improvements, personal property and

Page 1 Plaza Retail Lease performance of other work. Tenant, on request, will apprise Landlord of the date when the Premises are then expected to be ready for occupancy. Tenant shall submit plans of work to be performed to Landlord within ten (10) days of execution of Lease. Such plans shall be reviewed and approved or rejected by Landlord within five (5) days of submission by Tenant.

- a) Tenant will promptly begin, and complete with reasonable dispatch, construction on the Premises in accordance with the approved plans and specifications. All work shall be performed in a good and workmanlike manner and in conformity with all applicable laws, codes and requirements of governmental regulations, authorities and insurers of the building and in conformity with all applicable restrictions, easements, reservations, exceptions, title, Tenant will comply zoning and other governmental requirements. with all provisions of ORS 279.350 regarding prevailing wage rates. Tenant's entry on the Premises for such purposes shall not impose any liability on Landlord for any such fixtures or equipment or work done by Tenant, and will, prior to commencing such work, cause Landlord to be insured from the date of Tenant's entry upon the Premises with liability insurance coverage elsewhere herein provided to be carried by Tenant during the term hereof.
- b) Landlord will pay to Tenant up to \$9,600 which Tenant will use to pay for the Tenant's improvements per the approved plans and specifications. Tenant will be responsible for all costs of such improvements above and beyond Landlord's payment of \$9,600. Landlord's payment is contingent on submission by Tenant of invoices evidencing improvement costs of at least \$9,600 and a valid permanent occupancy permit issued by the City of Portland for the Premises.
- Delivery of Possession. Delivery of possession of the Premises (the 2.4 "Possession Date") will occur on the earlier of: a) when the work required by this Lease to be performed by Landlord (if any) (the Landlord Work) is substantially completed; or b) when Tenant actually occupies or takes possession of Premises by, among other things, moving equipment, fixtures, materials or other personal property onto the Premises, or by commencement of Tenant's improvements to the Premises. Tenant shall not occupy or take possession of the Premises without first giving Landlord written notice thereof. Landlord shall have no liability for delays in delivery of possession caused by labor disputes, shortages of materials, acts of God, holdover by prior tenants, or other causes. All obligations of Tenant under this Lease except payment of Rent, shall commence as of the Possession Date. Payment of Rent shall commence as of Commencement Date. Tenant shall not have the right to terminate this Lease because of delay in the delivery of possession for any reason, unless possession is delayed beyond July 1, 1995; provided Tenant shall have no right to terminate if said delay is caused by the direct action or inaction of Tenant. In such event, Tenant shall have the option, by written notice to Landlord, given prior to tender of possession to Tenant, to terminate its future obligations under this Lease; provided, however, that Landlord shall not be liable to Tenant for any damages, but shall be required to return security deposit. Notwithstanding the above, if possession is not delivered to Tenant on or before the Commencement Date, Tenant's

obligation to pay Base Rent will be delayed until possession is delivered, that is Tenant shall be entitled to one additional days free rent for each additional day which possession is delayed.

SECTION 3. RENT. Except as otherwise provided for in paragraph 2.5 above, Tenant shall pay to Landlord during the Lease Term the base Rent monthly for the Premises and any additional rent provided herein without deduction or offset. Base rent for any partial month during the term shall be prorated to reflect the number of days during the month the Tenant occupies the Premises. Additional rent means amounts determined under Paragraph 4. of this Lease.

The Base Rent for the first Lease Term shall be:

\$0.00/month Months 1-3 \$1,600/month Months 4-36 \$1,760/month Months 37-60

Tenant acknowledges that the initial Base Rent as well as rent for all subsequent years of the Lease is computed based on a total of 1600 square feet, the square footage of the Premises.

- 3.1 <u>Time and Place of Payment.</u> Rent will be paid in advance on the first day of each month at the address for Landlord set forth in this Lease. Rent is uniformly apportionable day to day.
- 3.2 Security Deposit. Upon execution of this Lease, Tenant shall pay a security deposit to Landlord in the amount of \$1,600.00 The deposit shall be held by Landlord to secure all payments and performance due from Tenant under this Lease. Landlord may co-mingle the deposit with its funds and will owe no interest on the deposit. Landlord may apply the deposit to the cost of performing any obligation which Tenant fails to perform within the time required by this Lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the deposit is applied by Landlord, Tenant shall pay the necessary sum to replenish the deposit to its original amount upon Landlord's demand. To the extent not applied by Landlord, the deposit shall be refunded to Tenant within ten (10) days after expiration of the Lease Term.
- 3.3 <u>Base Rent Adjustment.</u> Base Rent for the Lease renewal option after the first Lease term shall be as follows:

\$1,760/month Months 61-72 \$1,936/month Months 73-108 \$2,129/month Months 109-120

- SECTION 4. <u>UTILITIES: CUSTODIAL: OTHER CHARGES.</u> This is a "triple-net" Lease, and Tenant shall pay as additional rent the items set forth below:
 - Taxes, Assessments, Capital Improvements, Tenant shall pay all real property taxes, assessments, and public charges on the Premises and underlying real property. Tenant will pay all such taxes and assessments owed by Tenant within ten (10) days after receipt of Landlord's notice of the amount due from Tenant.
 - a) Taxes for the first and last years of the term shall be apportioned as of the commencement and termination dates of the Lease.

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Plaza Retail Lease

- b) At the time of execution of the Lease, the only taxable portion of the Building is the Premises. In the event a further portion of the Building becomes subject to real property taxes, the portion of taxes due from Tenant shall be reasonably apportioned based on the ratio of the square feet of the Premises to the total taxable square footage.
- c) Landlord will assist Tenant by providing information regarding the Building and Premises in the event Tenant desires to appeal or in any other manner contest the taxing authorities valuation of the Premises.
- 4.2 <u>Utilities.</u> Tenant will be responsible for and pay when due all charges for services and utilities incurred in connection with the use, occupancy and operation of the Premises, including (without limitation) charges for telephone service, garbage and recycling hauling services, electricity and gas. In addition, where charges are not separately metered or stated, Tenant will be responsible for and pay when due the following:

Sewer and water \$33.00 / mo. during the initial Lease term

Landlord specifically reserves the right, at its reasonable discretion, to modify the fixed monthly fee for sewer and water obligations of Tenant based on evidence of increased actual usage by Tenant or by increases in charges imposed by the provider of sewage and water services.

4.3 <u>Common Area Maintenance.</u> Tenant will be responsible for and pay when due the following common area charges:

Landscaping \$25.00 / mo. during mos. 0-36 of initial Lease term \$50.00 / mo. during mos. 0-36 of initial Lease term

The monthly fees for landscaping and security shall be increased by 10% for months 36 through 60 of the initial Lease term. In the event the Lease is renewed pursuant to Section 2.2, the fees for Common Area Maintenance shall be increased by 10% for months 73 through 108 and by an additional 10% for months 109 through 120.

Insurance. Tenant will be responsible for and pay when due property insurance cost at an annual rate of 50 cents per \$1000 of assessed property value of the Premises occupied by Tenant only. Landlord specifically reserves the right, in its reasonable discretion, to modify the annual rate of property insurance based on actual increases of this rate to Landlord. Landlord also has the right to pass through to Tenant the additional insurance costs provided for in Section 6.5.

SECTION 5. PARKING.

Tenant shall have the option of purchasing up to five (5) monthly parking spaces in the adjacent Metro Grand and Irving Parking Garage at the then current monthly rate. Use is limited to normal business hours during weekdays, except during recognized public holidays. This option for parking spaces is subject to the usual terms and conditions of the standard parking space rental agreement. No visitor parking is provided under this Lease.

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SECTION 6. <u>USE OF PREMISES.</u>

6.1 <u>Permitted Use.</u> Tenant shall use the Premises only for general office purposes and for no other purpose without Landlord's written consent. Hours of operation of the Premises shall be set at the discretion of Tenant.

Tenant shall be permitted to provide one outdoor table and accompanying chairs for Tenant's use in the Plaza. Tenant's provision of the outdoor furniture is subject to Tenant receiving Landlord's prior written approval of the style and the placement within the Plaza of the outdoor furniture. In the event Tenant chooses to provide such outdoor furniture, Tenant shall assume all responsibility for its care, maintenance and use. Landlord shall assume no responsibility whatsoever for such outdoor furniture.

- 6.2 <u>Compliance with Laws.</u> In connection with its use, Tenant shall comply at its expense with all applicable laws, regulations and requirements of any public authority, including those regarding maintenance, operation, and use of the Premises and appliances on the Premises (including signs), including, but not limited to, the Americans with Disabilities Act, 42 USC 12101 et. sec., and all related or similar rules or regulations.
- Or offensive use of the Premises nor suffer any strip or waste thereof. Tenant shall not permit any objectionable noise or odor to escape or to be emitted from the Premises or do anything or permit anything to be done upon or about the Premises, Building, or Common Areas in any way tending to create a nuisance or disrupt Landlord's operation or other tenants of the Building. Tenant shall not sell or permit to be sold any spirituous, vinous or malt liquors on the Premise, nor shall Tenant sell or permit to be sold any controlled substance on or about the Premises or Building.
- 6.4 <u>Supervision</u>. Tenant shall keep the Premises clean and orderly and will supervise its employees and cause Tenant's agents, independent contractors, employees, customers, suppliers and invitees to conduct their activities in such a manner as to comply with the requirements of this Lease.
- 6.5 Fire Hazards. Tenant shall not allow the Premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon, nor shall Tenant install any power machinery on the Premises except under the supervision and with the written consent of Landlord. Tenant shall not store gasoline or other highly combustible materials on the Premises at any time, nor shall Tenant use the Premises in such a way or for such a purpose that the fire insurance rate on the Premises or Building is thereby increased or that would prevent Landlord from taking advantage or any rulings of any agency of the State in which the Building is located, which would allow the Landlord to obtain reduced premium rates for long-term fire insurance policies. As further additional Rent, Landlord shall have the right to pass-on to Tenant, on a dollar for dollar basis, the full amount of any casualty

insurance increase ("Surcharge") resulting exclusively from Tenant's use of the Premises. However, in the event of a Surcharge, Landlord shall cause its insurance company or agent to write a letter of memorandum specifically outlining the factors causing the insurance company to impose the Surcharge and the amount of the same. Said letter or memorandum shall be signed by Landlord's authorized insurance agent or insurance company representative, which shall be delivered to either Landlord or Tenant, if Landlord receives the letter or memorandum, then Landlord shall promptly forward the same to Tenant.

- 6.6 <u>Common Areas and Sidewalks.</u> All common areas and the sidewalks in front of the Premises shall be used in strict compliance with Landlord's reasonable rules, regulations and requirements for such areas.
- 6.7 Name of Business. The advertised name of the business operated on the Premises shall be "Financial Services Company".
- 6.8 Storage, Trash, Tenant shall not store anything outside except in areas approved by Landlord. Tenant shall use only trash and garbage receptacles approved by Landlord. Tenant shall dispose of trash and other matter in a manner reasonably acceptable to Landlord, at Tenant's expense. Notwithstanding the above, Landlord, subject to code requirements, consents to Tenant's storing trash overnight (one night only) in the Premises, so long as the same does not attract pests or vermin, is promptly moved to the designated garbage area the next morning, and finally, so long as the trash is not visible from outside the Premises.
- Regulations. Landlord shall have the right to make and enforce reasonable rules and regulations consistent with this Lease for the purpose of regulating access, parking, and the use of common areas and Tenant's use of sidewalks adjacent to the Premises, establishing standards and requirements concerning the conduct and operation of the business, and promoting safety, security, order, attractiveness, cleanliness, and good service to the Premises, Building and adjacent property. Tenant will promptly comply with all such rules and regulations. Tenant specifically acknowledges that, among other things, Landlord shall require compliance with temporary signage guidelines and the Building's Smoking Policy.

The Building's Smoking Policy prohibits smoking within the Building and the Premises and designates the covered outdoor pavilion located in the northeast section of the North Plaza as the designated smoking area for visitors and employees of the Building and Premises.

Obbris. Tenant shall keep the sidewalks and any stairs in front of its Premises free and clear of any rubbish, debris and obstruction which is generated by Tenant, Tenant's employees, visitors, agents or contractors. Further, Tenant shall not obstruct or leave its rubbish or debris in any common area (excepting in designated receptacles in the garbage area) or exterior stair of the Building. Tenant shall not use salt or any other substance that may be harmful to sidewalks or any other surfaces.

- Overloading, Damage or Mistreatment of Building, Tenant will not 6.11 overload the ceiling supports, ceiling grid, ceiling tile, walls or floors of the Premises, Building or any part thereof. Moreover, Tenant, its agents, employees and contractors will not misuse, overload or abuse any mechanical or structural element of the Premises or Building. Landlord shall have the right at any time to call upon any competent engineer or architect whom Landlord may choose, at Landlord's sole expense, to decide whether or not any mechanical or structural elements of the Premises, or any part thereof, are being overloaded, misused or abused so as to cause any undue or serious damage, stress or strain. The decision of said engineer or architect shall be final and binding upon Tenant, and in the event that the engineer or architect so called upon shall decide that in his opinion the misuse, abuse or stress or strain is such as to endanger or injure the Building or any part thereof, the Tenant shall immediately relieve said stress or strain either by ceasing and desisting from such misuse, abuse or overloading, and, if necessary, reinforcing and/or repairing the Building in a manner satisfactory to Landlord.
- 6.12 Hazardous Substances. Tenant shall comply with all environmental laws and exercises the highest degree of care in the use, handling and storage of Hazardous Substances, and shall take all practical measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Tenant shall not cause or permit any Hazardous Substances to be spilled, leaked, disposed of, or otherwise released on or under the Premises or Building. In the event of such a spill, leak or release, Tenant shall at Tenant's sole expense effect an immediate cleanup to the satisfaction of Landlord and governmental agencies having jurisdiction, and shall indemnify, defend and hold Landlord harmless from all claims, liabilities and expenses arising Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 6.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term "Environmental Law" shall mean any federal, state or local statute, regulation, rule, or ordinance or any judicial or other governmental order pertaining to the protection of The term "Hazardous Substance" health, safety or the environment. shall mean any hazardous, toxic, infectious or radioactive substance, waste, or material as defined or listed by or included within the scope of the definition of any Environmental Law, and shall include, without limitation, petroleum oil and its derivatives. Tenant shall have no obligation to clean up or pay for the clean up of the Premise, the Building or adjacent property, except to the extent that Tenant is the cause of the violation of the Environmental Laws or the presence of a Hazardous Substance.
- 6.A <u>Landlord's Representations Regarding Environmental Matters.</u>
 - 6.A.1 Environmental Representations. Landlord represents and warrants to Tenant as follows:
 - a) That it has no knowledge, after due investigation, of the presence of any Hazardous Substance (as defined in Section 6.13 above) other

- than in immaterial quantities or handled and used in material compliance with all applicable Environmental Law (as defined in Section 6.13 above) in or under the Building; and
- b) That, in connection with the construction of the Building to date, Landlord has no knowledge of any failure to comply with any Environmental Law, nor knowledge of the presence, use, generation, or disposal of any Hazardous Substances, except for the proper handling and use of immaterial quantities of Hazardous Substances commonly used in construction.
- 6.A.2 Landlord's Environmental Indemnity. Landlord agrees to indemnify and hold Tenant harmless from and against any and all claims, demands, losses, liens, liabilities, penalties, clean up costs, fines, lawsuits, and other proceedings and costs and expenses (including reasonable attorneys' fees and disbursements), to the extent they are not a direct result of use by the Tenant of the Premises.

SECTION 7. MAINTENANCE AND ALTERATIONS.

- Tenant's Obligations. Landlord shall not be required to make any 7.1 repairs, alterations, additions or improvements to or upon the Premises or Building during the term of this Lease, except only those specifically hereinaster provided for in Section 7.2 below. Tenant hereby agrees to maintain and keep the Premises, including all interior doors and relites in as good repair, operating condition, working order and appearance, and as clean and safe during the entire term of this Lease as they were as of the Possession Date, at Tenant's own cost and expense. In this regard Tenant shall, as necessary: a) replace equipment and fixtures, b) replace broken or damaged interior glass in the windows and doors of the Premises with glass of as good or better quality as that now in use, and c) paint the interior of the Premises. Finally, Tenant hereby agrees to be responsible and pay for the repair or replacement of any part of the Building damages as a result of the action or inaction of Tenant or its agents, independent contractors, employees, suppliers, or invitees; provided that Tenant's obligation to pay for the damage caused by its invitees and suppliers shall be limited to damages to the Premises, its windows or doors only.
- Landlord's Obligations: Representations. Landlord agrees to maintain in 7.2 good order and repair during the term of this Lease the exterior walls and glass, roof, gutters, down spouts, structural systems and foundations, sidewalks and exterior stairwells, heating, ventilating and cooling systems, electrical service and water service to the Premises and drain pipes of the Premises. It is understood and agreed that Landlord reserves and at any and all times shall have the right to repair or improve the Building or to add thereto, and, for that purpose, at any time may erect scaffolding and other necessary structures about and In such event, Landlord and upon the Building and Premises. Landlord's representatives, contractors and workmen may enter in or about the Building and Premises, with prior notice, with such materials as Landlord may deem necessary therefor. Tenant waives any claim Landlord for damages, including disruption of business resulting therefrom, caused by third parties not in Landlord's control. To the best of Landlord's knowledge, the Premises as turned over to

Tenant are in compliance with the structural (including access to the interior of the Premises) requirements of the Americans with Disabilities Act ("ADA"). To the extent that the Premises are not, Landlord will be responsible for compliance. This shall not reduce Tenant's obligation itself to comply with the requirements of the ADA with respect to its own leasehold improvements.

- 7.3 Alterations: Signs. Tenant shall not alter, add to or improve the Premises, Building or install additional electrical equipment, machinery or any signs without Landlord's prior written consent. All alterations shall be made in good and workmanlike manner, and any alterations and fixtures, including partitions, plumbing, electrical wiring and other additions and improvements, installed by Tenant (other than trade fixtures, equipment and signs) shall become part of the Building and belong to Landlord. The parties agree as follows:
 - a) <u>Signs.</u> Landlord will consider, at its sole discretion, allowing Tenant to place signage identifying Tenant on the Building facade. Landlord's prior approval of the placement and design of signage by Tenant is required prior to installation of Tenant signage. All Tenant signage shall be in conformance with the sign code, shall not damage the Premise's exterior, and in Landlord's reasonable opinion, shall be tasteful. In any event, the signage and its installation shall be at the sole cost and expense of Tenant.
- LIENS. Tenant shall pay as due all claims for work done on or for SECTION 8. services rendered or material furnished to the Premises or, on its behalf, to the Building, and shall keep the Premises and Building free from any liens other than liens created by Landlord or other tenants; provided, however, that so long as Tenant escrows cash with Landlord or provides a surety bond sufficient to pay the claim or lien. Tenant shall not be required to pay a claim or lien which it is validly contesting and the non-payment of which does not constitute a default by Landlord under any financing against the Building. If Tenant fails to pay such claim or to discharge any lien created or suffered by Tenant, Landlord may do so and collect such amount as additional rent. Amounts paid by Landlord shall bear interest and be repaid by Tenant as provided in Paragraph 11.3 below. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

SECTION 9. <u>DEFAULT BY TENANT.</u> The following shall be event of default by Tenant:

- 9.1 Payment Default. Failure of Tenant to make any rent or other payment under this Lease within ten (10) days that it is due, provided, however that Landlord shall give Tenant notice and ten (10) days following such notice to cure such default. However, Landlord shall have no obligation to give notice if Landlord has previously given Tenant notice of a failure to make the same type of payment twice in the last twelve (12) months.
- 9.2 <u>Unauthorized Transfer.</u> Tenant makes any transfer without Landlord's prior written consent as required in this Lease or as provided in paragraph 15.

- 9.3 <u>Abandonment of Building.</u> Tenant abandons the Premises, for which purpose "abandons" means a failure of Tenant to occupy and use the Premises for the purposes permitted under this Lease for a continuous total of seven (7) business days or more during the Lease Term.
- Default in Other Covenants. Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease within thirty (30) days after notice by Landlord specifying the nature of the default with reasonable particularity. However, if the nature of Tenant's default is such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.
- SECTION 10. DEFAULT BY LANDLORD. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time. However, Landlord shall perform its obligations within thirty (30) days after receiving written notice from Tenant specifying where and how Landlord has failed to perform its obligations. However, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.
 - 10.1 Landlord's Liability. Landlord shall have no liability to Tenant for acts of other tenants or users of the Building or adjacent property or acts of any third party (except for acts of Landlord's employees and agents), or for any defect in the Premises or Building which is the responsibility of Tenant under this Lease, or for any interruption or failure in the supply or utilities or services to the Premises or Building; providing, however, that Landlord will make all reasonable efforts promptly to restore or cause the restoration of the utility or service.
- SECTION 11. <u>REMEDIES ON DEFAULT.</u> Upon default, Landlord may exercise any one or more of the following remedies, as well as any other remedy available under applicable law:
 - 11.1 Retake Possession. Landlord may reenter and retake possession of the Premises either by summary proceedings, force, any other applicable action or proceeding, or otherwise, all without notice, to Tenant except as may be required by law. Landlord may use the Premises for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant.
 - 11.2 <u>Damages for Default.</u> Whether or not Landlord retakes possession or relets the Premises, Landlord may recover damages caused by the default (including but not limited to unpaid rent, reasonable attorneys' fees relating to the default, and reasonable costs of reletting). Landlord may sue periodically to recover damages as they accrue during the remainder of the Lease Term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining Lease Term.

11.3 Cure of Tenant's Default. Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The cost of performance, including reasonable attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of fifteen percent (15%) per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

SECTION 12. SURRENDER AND EXPIRATION.

- 12.1 Condition of Building. Upon expiration of the Lease Term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in "first class condition". "First class condition" is defined as the broom clean condition of the Premises upon the completion of the approved tenant improvements. Depreciation and wear from ordinary use for the purpose for which the Premises was let need not be restored, but all repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender and in a first-class manner.
- Tenant shall remove all of its furnishings, furniture and trade 12.2 fixtures that remain the property of the Tenant and restore all damage caused by such removal prior to the expiration of the term or within ten If Tenant fails to (10) days in the event of the sooner termination. effect such removal within twenty (20) days after Landlord's notice in writing and request for removal, this failure shall constitute an abandonment of the property and the Landlord may retain the property and all rights of Tenant with respect to it shall cease. In the alternative, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, restoration, transportation to storage, and storage, interest on all such expenses as provided in Paragraph 12.3 below.
- 12.3 Holdover. If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of the Lease (except that the term will be month to month and the initial Base Rent will be 115 percent of the amount of Base Rent being paid by Tenant at the expiration of the Lease Term), or to eject Tenant from the Premises and recover damages caused by wrongful holdover.
- 12.4 For Rent Signs. During the period of one hundred (100) days prior to the date above provided for the termination of this Lease, Landlord may post on the Premises signs notifying the public that the Premises are "for lease".
- SECTION 13. INSURANCE. The Tenant shall hold and save harmless Landlord, and indemnify and defend its elected officials, employees and agents from damages arising out of acts of Tenant, Tenant's employees, agents, independent contractors and visitors. Tenant shall continuously

maintain at its expense comprehensive general liability insurance on its business in the Premises with a combined single limit of One Million Dollars (\$1,000,000), or such higher limits as Landlord may reasonably require from time to time. Tenant shall also maintain such other insurance on Tenant's operation as Landlord may reasonably require during the Lease Term. All such insurance shall name Landlord, its. elected officials, departments, agents and employees as an additional insured and shall contain a contractual liability endorsement referring The policies shall be in a form, amounts and with to this Lease. companies reasonably acceptable to Landlord. Certificates evidencing such insurance and bearing endorsement requiring thirty (30) days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Building. Tenant shall also notify Landlord prior to any change or cancellation of such insurance.

- SECTION 14. WAIVER OFRIGHTS. Each party hereby releases the other from any and all liability or responsibility to the other (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to the Premises, the Building, or property thereon caused by peril which would be covered by a standard "all risks" property insurance policy and water damage, whether or not such insurance is in force or is collectible, even if such loss or damage shall have been caused by the fault or negligence of the party, or anyone from whom such party may be responsible.
- SECTION 15. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or further sublet all or part of the Premises without the prior written consent of Landlord. Landlord shall not unreasonably withhold consent to any assignment or subletting provided the proposed tenant is compatible with Landlord's standards for the Building and is financially sound. The giving of such consent in one instance shall not preclude the need for Tenant to obtain Landlord's consent to further transfers.

Notwithstanding the above, Tenant may enter into office sharing arrangements with parties engaged in similar and/or compatible businesses as Tenant. In the event Tenant does enter into such office sharing arrangements, Tenant shall remain completely responsible for all obligations of this Lease.

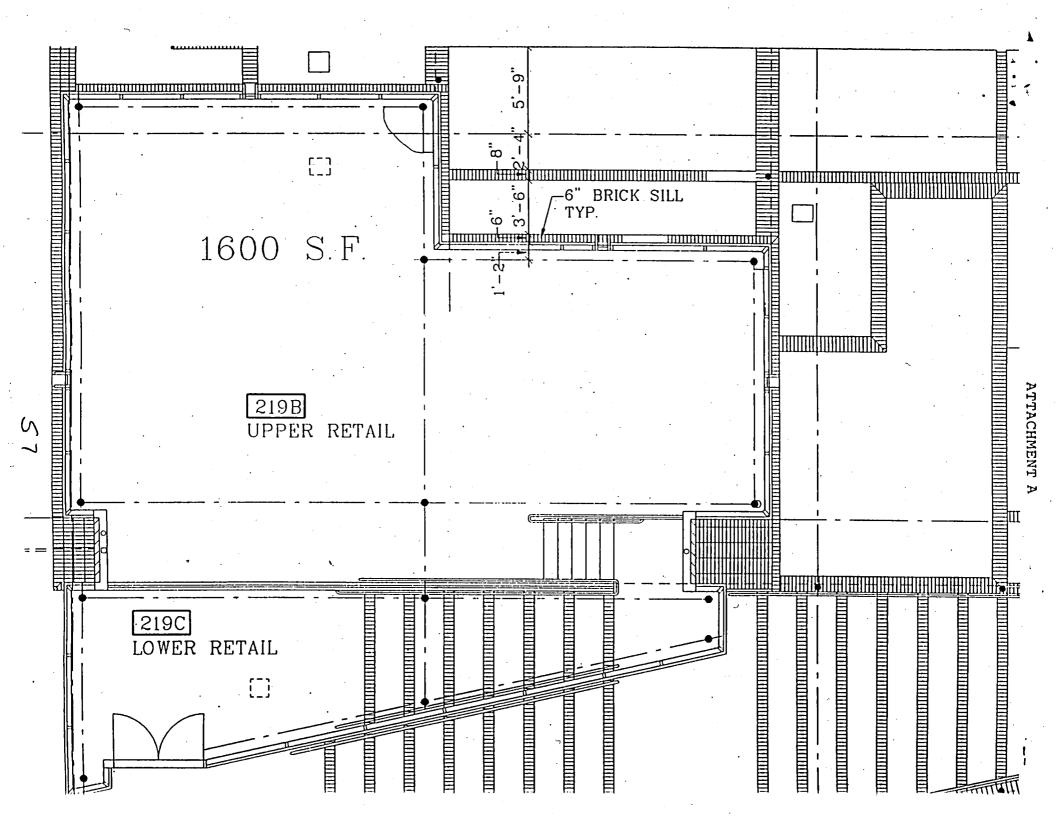
- SECTION 16. <u>GUARANTY</u>. For further consideration for entering into this Lease, Gerald L. Miller shall grant the Limited Personal Guaranty which is attached hereto as Attachement B.
- SECTION 17. ATTORNEYS' FEES. In the event of any suit or action by either party to enforce any provision of this Lease, or in any other suit or action arising out of or in connection with this Lease, the prevailing party shall be entitled to recover its costs or suit or action and reasonable attorneys' fees whether at trial or appeal.
- SECTION 18. <u>CUMULATIVE RIGHTS AND REMEDIES.</u> No right or remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other rights and remedies at law or in equity.
- SECTION 19. <u>TIME OF THE ESSENCE</u>. Time is of the essence of the performance of each of Tenant's obligations in this Lease.

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- SECTION 20. <u>AMENDMENTS.</u> This Lease shall not be amended or modified except by agreement in writing signed by both parties.
- SECTION 21. <u>ATTACHMENTS</u>. Attachments "A" and "B" which are referred to in this Lease are attached hereto and by this reference incorporated herein.
- SECTION 22. CONSENT OF LANDLORD. Whenever consent, approval or direction by Landlord is required under the terms contained herein, all such consent, approval or discretion must be in writing and shall not be unreasonably withheld.
- SECTION 23. <u>OUIET POSSESSION</u>. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder. Tenant shall have the quiet possession of the Premises for the entire term and any extensions hereof, subject to all provisions in this Lease.
- SECTION 24. <u>SECTION HEADINGS</u>. The section headings to the sections of this Lease are not part of the Lease and shall have no effect upon the construction or interpretation of any part of it.
- SECTION 25. COMPLETE AGREEMENT. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, advertising, agreements and understandings, oral or written, if any, between all parties, including but not limited to Landlord, Tenant, Tenant's agent(s), employee(s), or displayed by Landlord or its agents to Tenant with respect to the subject matter of this Lease, the Premises or the Building. There are no representations between Landlord and Tenant other than those contained in this Lease and all reliance with respect to any representations is solely upon representations contained in this Lease.
- SECTION 26. THIRD PARTIES. Landlord and Tenant are the only parties in this Lease and as such are the only parties entitled to enforce its terms. Nothing in this Lease gives or shall be construed to give or provide any benefit, direct or indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
- SECTION 27. <u>ESTOPPEL CERTIFICATES</u>. Within seven (7) days after Landlord's written request, Tenant shall deliver a written statement stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested.
- SECTION 28. INSPECTION. Landlord or its authorized representatives may enter at any time to determine Tenant's compliance with this Lease, to make necessary repairs, or to show the Premises and Building to any prospective tenants or purchasers; provided, however, that, except in the case of emergency repairs, such entry will be: a) made only on at least 24 hours prior oral or written notice, b) during normal business hours, and c) with an employee of Tenant to accompany Landlord or its representatives.

				(,
SECTION 29.	REPRESENTATIONS. Tenant cer condition or repair of the Prem agents, and that no agreement thas been made by Landlord, exceptions.	ises have been mad o alter, repair, or in cept for as expressly	e by Landlord or in aprove said Premise set forth herein.	ts es
SECTION 30.	PARTIAL INVALIDITY. Any pr be invalid, void or illegal shall any other provision hereof an force and effect.	in no way affect.	impair or invalidat	te
SECTION 31.	OBSERVANCE OF LAW. Tenant, laws, rules, orders, ordina requirements of federal, state, force or which may hereafter be which shall impose any duty uthe use, occupation or alteration	nces, directions, county and municipa e in force during the pon Landlord or Te	regulations, an l authorities, now i e term of this Leas	id n. e,
SECTION 32.	CHOICE OF LAW. This Lease sha Oregon.	ll be governed by the	laws of the State	of
IN Withis Lease a	TINESS WHEREOF, the said parties of the date first written above.	have hereunto ex	ecuted and delivere	ed
Landlord:	METRO		PROPERTIES INVEST TED PARTNERSHIP	MENT
By:	· · · · · · · · · · · · · · · · · · ·	Ву:		
	Mike Burton Executive Director			
Date:		Date:		-
APPROVED A	S TO FORM		•	
	·			
Daniel B. Co General Co				•

Date:



ATTACHMENT B

LIMITED PERSONAL GUARANTY

Gerald L. Miller Guarantor		•		•
		•	•	,
PO Box 11005	-			
Street				•
Portland, OR 97211	-			
City, State, Zip	•			
Business Properties Investment Limited Partnership Name of Entity for Which Guaranty is Extended (herein "Tenant")	•			
In consideration for entering into the Lease by Me guaranty:	tro with the Te	nant, Guarant	or makes	the following
the Lease which Tenant has failed to perfor immediately effective upon dissolution of the remaining term of the Lease.	the Tenant and	remains effect	tive throug	ghout
(Type or Print Name)				• '
	<u>-</u> .	•		
(Signature of Guarantor)				•
	<u>.</u>			
(Date Signed)				
(Witness on Notons)	_			
(Witness or Notary)	_			
(Witness or Notary)	_		· · ·	
(Witness or Notary) (Address)	_		·	



DATE: February 10, 1995

TO: Metro Council

FROM: Casey Short, Council Analyst

RE: Ordinance No. 95-592

Ordinance No. 95-592 is on the Council's February 16 agenda for first reading. This ordinance would amend the Metro Code related to the Office of Citizen Involvement, providing for the Executive to assign staff to the Office instead of the Council doing so. This ordinance raises two issues, one of substance and one more in the nature of housekeeping.

This ordinance would delete the provisions that the Council provides staff to the Office of Citizen Involvement and that the Office reports to the Council, replacing that language with the provision that, "The Executive Officer shall assign employees to manage and operate the Office consistent with the budget approved by the Council." The ordinance would effectively remove the Citizen Involvement staffing function from the Council and assign it to the Executive. This is a significant policy issue for the Council to consider.

The housekeeping issue concerns parts of existing Code language that should be amended or deleted. These include:

- Subsection (b) of Section 2.12.020, on page 2 of the ordinance.

This subsection provides for the membership of the Metro Committee for Citizens Involvement (MCCI), consistent with the original bylaws which have since been amended. The Code was not amended when the bylaws were changed last fall, and the two are not consistent. Regardless of the Council's decision on the substantive matter of staffing for citizen involvement, I recommend that most of this subsection be deleted. The structure of the MCCI is covered in their bylaws, which the Council approves by resolution. Council's involvement is required in this process, and does not need to be included here. The only part of subsection (b) that I recommend be retained is the first sentence: "The Council shall by resolution appoint members and alternates to the Metro CCI."

- The last paragraph of Section 2.12.030, on page 3.
This paragraph calls for the Council to make reappointments

to MCCI as needed, and to revise its structure when needed. It is not necessary, and these items are dealt with in the bylaws.

Ordinance No. 95-592 February 10, 1995 Page 2

If the Council decides to adopt the Code change proposed by the Executive Officer, I recommend that the transfer of the staffing function from the Council to the Executive be made effective on July 1, 1995, at the start of the new fiscal year. The current year's budget for the Office of Citizen Involvement is predicated on the staff's being housed in the Council Department, and it would be cleaner to make the change coincide with the new fiscal year.

FY 95-96 EXECUTIVE BUDGET PRESENTATION February 16, 1995

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- Never lose sight of Metro's mission to build and maintain livable communities
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- Establish communication and trust with Metro Council
- Focus on Charter mandated planning
- Establish excellence as the standard
- Set the course for long term perspective
 - operational funding
 - facilities maintenance
 - capital projects
- Implement operational efficiencies
 - support services
 - cost allocation

Base Budget

Total Budget

Budget Assumptions

- 7.5% Excise tax same as current year
- Broadened application of excise tax to OCC/Expo Concessions
- \$75 tip fee fourth year in a row
- No fee increases at Zoo, Parks
- Limited personnel services increases
- No local government service fees (dues)
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- Prudent contingencies for all departments

Key Department Proposals

Solid Waste

- ♦ decrease due to St. Johns Landfill draw down
- ♦ \$75 tip fee fourth year
- No major operations changes
- ♦ Will complete work on alternate funding for system for FY 1996-97 budget
- Increase waste reduction challenge grants to local government partners from \$450K to \$550K
- Funds to research organic waste diversion options
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Zoo

- ♦ 1% increase over current year for operations. Total increase higher due to increased reserves.
- Staff cuts in Facilities Management and seasonal Visitor Services
- \$100,000 for study of possible new exhibits and expansion of existing exhibits
- Assumes bonds issued for parking lot construction and \$2M Tri-Met light rail obligation--bonds budgeted in General Revenue Bond Fund

MERC

- Though negotiations are proceeding re: PCPA/Stadium and Parks/Expo, budget provides for continuation of current agreement
- Oregon Convention Center modest staff increase for facility support
- ♦ OCC near capacity. Funds allocated for expansion studies and possible G.O. bond election: \$520,000 (Elections \$125K, Studies \$395K)
- OCC one of few facilities with Renewal and Replacement, need to be doing this in accordance with CIP (capital plan)
- Excise tax applied to concessions, first time consistent with organizational practice
- Continues \$600K (second year) Hotel/Motel Tax transfer from OCC to PCPA
- Capital fund is bond proceeds, nearing end of spend out

- Provides \$250K from General Fund if matched by City of Portland for rent increase offsets. PCPA (city and Metro) amounts show as revenue in Spectator Facilities Fund
- Spectator Facilities Fund increased for 2 reasons: 1) two Broadway series, 2)
 City/Metro rent increase offsets
- Coliseum Fund is balance for certain liabilities (workers comp, unemployment, etc.)

Parks/Expo

- Budget provides for continuation pending negotiations
- Increases due to change in method of treating concession revenue from net to gross and recognition of fund balance
- ♦ Excise tax applied first time to Parks as allowed by IGA and extended to Expo concessions
- Parks and Expo excise (except concession amount) dedicated back to fund
- Facing operating funding issues
- ♦ Includes 1.75 FTE Parks staff increase 1 full-time, 2 part-time to cover serious operating deficiencies
- Renewal and Replacement account for Expo started and explained in budget note
- No staff changes related to bond measure
- Affiliated funds (Smith/Bybee Lakes & Parks Trust) spending down for fund related purposes as planned

Open Spaces

- Provides a plan and allows Metro to move quickly to implement Open Spaces measure if passed
- Budgeted so as to not impact budget if measure fails
- Amount includes projected interest earnings and bond proceeds

Planning

- Continues work on schedule for Regional Framework and other plans
- Replaces local gov't "dues" with federal money and subscription services provided by Metro's Data Resource Center
- Staff increase are for grant funded interns
- ♦ \$3.4 M from General Fund to support

General Fund

- No increase in excise tax, hold at 7.5%
- Broaden application of excise tax to OCC and Expo concessions and Parks
- Fund total higher due to broader application of tax and higher beginning fund balance
- Both Council and Executive Office have reduced budgets from prior year
- ♦ Auditor's office qualifies for allocation moved to Support Services fund
- Special appropriations:
 - \$250 for offsetting PCPA rent increase shows as transfer to spectator facilities - must be matched by City of Portland
 - \$149K for RACC (Regional Arts and Culture Council)
 - * \$25K for Sports Authority
- No new revenue source proposed

Central Services Funds

Support Services

- Hold the line with some reductions. Incorporates Office of Citizen Involvement in Office of Public & Government Relations - puts Executive as manager of this function
- Office of Public & Government Relations and Office of Citizen Involvement at same level as prior year
- Auditor transferred from General Fund to cost allocation fund. Shows as
 4.32 FTE increase results from 1/2 year positions being budgeted as full year positions in FY 95-96 and requested new positions.
- ♦ Finance transferred out 1 FTE and cut temporary help
- Finance transferred an accounting position from Financial Planning for priority work on agency funding; Capitol Improvement planning and Renewal and Replacement programming

- ♦ No fiscal impact for MIS project in FY 1995-96, though project is in progress
- No staff changes or other noteworthy new programs in General Counsel, General Services or Personnel
- General Revenue Bond fund reflects Washington Park Station Lot Bonds

Building Management

- ♦ Add 1 security staff, part of General Services
- Assumes parking revenues inadequate General Fund expense

Risk Management

- ◆ Total fund increase due to interest on reserves. Expenditures are cut by 12.3%.
- Showing major cost savings due to excellent management and claims record
- Staff cut 1.5 FTE, saves on Support Services costs

What This Budget Does

Builds and strengthens relations

- Focus on partnerships with Metro Council and local government partners
- Program priority in Office of Public & Government Relations
- Local government challenge grants increased in Solid Waste budget
- Manages Office of Citizen Involvement through Executive Office
- Enter into business relationships with local government "fee for services"

Addresses charter planning mandates

- \$3.4M excise tax to planning
- All programs continued on time

Properly manages Metro owned and Metro managed facilities

- All facilities operations are covered
- Providing \$250K for PCPA if matched by City of Portland
- Continuing Expo shared revenue to keep Parks intact
- Minor staff adjustments for changing needs and conditions
- Add to Renewal and Replacement fund for OCC and new Renewal and Replacement fund for Expo

Properly plan for and manage capital projects

- OCC funds budget for expansion studies and potential election
- \$100,000 budgeted in Zoo capital fund for development of expansion options
- Implementation plan for Open Spaces ballot measure prepared and budgeted
- Contains the MIS plan but, no fiscal impact FY 1995-96
- Resources reassigned in finance to do Capital Improvement Projects and Renewal and Replacement work

Scrutinize all operations, especially Support Services, stretch dollars

- Total base budget has only a minimal increase in dollars
- Support Services staff reduced although total shows increase from new auditor position and additional staff as requested by the Auditor

Funding concerns

- FY 95-96 budget balanced with no new taxes or increased fees
- Budget stabilizes resources and expenditures to provide time to address long-term funding and capital requirements
- Redirected Financial planning staff resources to address long-term funding issues and capital need options

00 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736



DATE:

February 15, 1995

TO:

Metro Council

Interested Parties

FROM:

Marilyn Geary-Symons, Council Assistant

RE:

Minutes for January 31, 1995 Metro Council Work Session

The minutes for the January 31, 1995 Metro Council Work Session were not available for approval at the February 9, 1995 Metro Council Regular meeting.

They are attached for approval at this time.

h:\council\013195wk.mmo

MINUTES OF METRO COUNCIL WORK SESSION

Council Chamber

January 31, 1995

Councilors Present:

Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Jon

Kvistad, Susan McLain, Don Morissette, Ed Washington

Councilors Absent:

Patcicia McCaig

Presiding Officer McFarland called the January 31, 1995 Metro Council Regular Meeting to order at 2:04 p.m.

1. INTRODUCTIONS

None.

2. CITIZEN COMMUNICATIONS

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

Presiding Officer McFarland distributed questionnaires regarding the Work Sessions and possible items of interest. This document has been made a part of the permanent meeting record. She asked that the Councilors return the questionnaires when completed.

4. OTHER BUSINESS

Presiding Officer McFarland moved Agenda Item No. 4.2. to this point in the meeting for consideration.

4.2 Discussion of Council Public Affairs activities.

Lisa Godwin, Senior Public Affairs Specialist, referenced a memorandum dated January 30, 1995 regarding a draft workplan for public affairs activities related to the Council. This document has been made part of the permanent meeting record. She outlined the work plan elements as detailed in the document: 1) newsletters; 2) publications; 3) constituent outreach; 4) media training; 5) media relations; 6) Speakers Bureau; 7) special events; 8) coordination with the Executive Office; 9) local government relations; 10) miscellaneous.

Councilor Morissette was interested to know what the cost estimates of some of the items might be. Councilor Kvistad commented regarding the newsletters and said cost would run at about 22 cents to 28 cents per piece. Ms. Godwin noted the majority of the cost would come under mailing costs and said staff time would be covered under Personal Services, such as her own time and graphics times. She said the newsletter was intended to be simple, 8 1/2 x 11, black and white. In response to Councilor Morissette, she clarified it was not intended to be an additional budget expenditure, but was intended to come from the General Fund under Councilor expense accounts.

Presiding Officer McFarland emphasized the decision would be achieved by the Council as a whole.

Councilor Kvistad commented on some of the difficulties in the past in getting mailings out to the constituency. He felt the budget as given was a start, and noted expansion was possible, but that he did not see that at this time.

Councilor Monroe said he liked the idea of having a newsletter that contained elements both generic to the agency and specific to the district and its Metro Councilor representative to which it was being mailed, and suggested inclusion of one of the district maps. He offered assistance and encouraged the effort.

Councilor McLain asked that a timeline be developed for starting the project and felt the sooner the better.

Ms. Godwin said she would be interested in specific numbers of citizens from each district to which each Councilor wanted the piece to be mailed, and agreed that inclusion of a Councilor photograph and a district map would be beneficial.

Councilor Kvistad noted he had sent at his own expense two separate newsletters, one each year over the last two years, which he said had apparently been well received by his constituency. He had included a list of Metro phone numbers such as the Recycling Information Center (RIC) line, the Solid Waste Department, Planning Department for 2040, Greenspaces, and said he had received feedback from within the agency that constituents had called with questions, which the Departments had also appreciated.

Councilor Washington raised the question of the newsletter accompanying other agency mailings, such as Region 2040, recycling information pieces, and others.

The Council discussed and clarified that the amount appropriated for the activity per Councilor was \$1,400.

Ms. Godwin discussed the Regional Framework Plan article being written, and said it was her suggestion that the article include quotes and further information regarding the Metro Council.

Ms. Godwin discussed the possibility of media training for the Councilors as well as media relations in general as described in her memorandum.

In response to Ms. Godwin, Presiding Officer McFarland suggested contact with the Lead Councilor or the Support Councilor was appropriate as the issues came up with regard to possible speaking engagements. Councilors McLain and Councilor Washington affirmed they would consider the Councilor's district high on the list of priorities. Councilor Washington said he would not be interested in speaking in another Councilor's district as a general rule.

Ms. Godwin said she intended to update the Metro publications for the Council library kept in the Council lounge for use by the Councilors in speaking engagements.

Councilor McLain requested a list of publications be placed in the Council lounge showing updates if applicable.

Councilor Washington suggested publications be placed in a central library. Ms. Godwin said she would review the idea further, noting there were many publications that were of a technical nature that would likely not be included in such an area.

Ms. Godwin discussed coordination with the Executive Office. The Council said they appreciated the effort by the Executive Office to provide a good coordinating effort.

Ms. Godwin discussed local government relations, and said that Merrie Waylett would also be working with the Council in that area. She noted that the newsletter targeted to local governments called MetroLink was another avenue to get information out related to specific district issues or issues connected to a particular Lead Councilor.

Ms. Godwin discussed continuing work with the Portland Cable Access on coverage of the Council meetings and the video libray of those meetings. She noted other television projects were also under discussion.

Councilor Monroe noted that previous Councilor Mike Gates was interested in live coverage of the Council meetings. He asked if that was any closer to actuality. Ms. Godwin said it was not close to actuality, but, she added work on that aspect was continuing.

Councilor Kvistad recommended submitting the tapes of the Metro Matters programs to Clackamas cable access and Washington County/Tualatin Valley cable access.

Councilor McLain noted a call-in program on 2040 turned out to be an interesting effort. Ms. Godwin said other projects along those lines were planned and more were possible.

Ms. Godwin suggested a one page fact sheet be developed regarding the Metro Council be developed which would include specifics regarding the Councilors, their districts, when and where they meet, areas of responsibility. She felt that would be helpful for the Councilors to use when they went out on speaking engagements.

Presiding Officer McFarland mentioned the confusion over the various boundaries for Metro, the counties, and others, and she suggested a method be developed for clarifying the various boundaries and the relationships therein.

In response to Councilor Morissette, Ms. Godwin said if a citizen or reporter called the agency she would act as a filter to the Departments. Councilor Morissette recommended that a coordinated effort between the Department heads and the Executive Officer be accomplished in order that one voice and one presentation be made to the public.

Councilor McLain said she approved of the work plan, noting it appeared ambitious and was concerned that staff time was available for the plan. She asked that Ms. Godwin prioritize the work plan in terms of short term and long term and the amount of time necessary for the elements of the plan. Ms. Godwin agreed to do so, and said she would bring back cost factors regarding the newsletters as well.

Councilor Morissette recalled that the expense allocated for newsletters was discussed at the previous Council regular meeting and had been acted upon. He indicated it was his preference to stay within that framework.

Ms. Godwin said that one half of her time was allocated to the Council, while the other half was allocated to the Executive Office. She said she did not envision additional expense beyond the newsletter mailing expense already discussed.

4.1 Discussion of the Proposed Intergovernmental Agreement (IGA) on the Regional Arts and Cultural Agency (RACC)

Councilor Washington said the proposed IGA would enable the Metropolitan Arts Commission to implement the Regional Arts Funding Task Force and Arts Plan recommended transition to a regional non-profit organization which will be called the Regional Arts and Cultural Council. He said the IGA would not obligate Metro to any funding, noting funding decisions would be handled on a year to year basis on a contract for service such as was currently in effect. He referenced a memorandum dated January 30, 1995 from Bill Bulick, Executive Director, Regional Arts and Culture Council (RACC). This document has been made a part of the permanent meeting record.

Donald E. Carlson, Council Administrator, referenced his memorandum dated January 25, 1995 contained in the permanent record for this meeting regarding a review of the Proposed IGA on the RACC.

Mr. Bulick addressed the Council and highlighted the elements of his referenced memorandum: 1) a cover memo to the Councilors; 2) Recommendations for a Regional Arts Council; 3) Metro Resolution and Contract, Resolution No. 94-2025; 4) Contract with the City of Portland with accompany resolution; and, 5) the Bylaws of the RACC.

Pat Harrington, Chair, RACC, addressed the Council, and presented a history of the cultural planning process for the region which he said began in 1989, and presented the framework for the proposed IGA. Mr. Bulick characterized the proposed agreement as philosophical, and he indicated any aspects pertinent to funding would have to be the subject of deliberations.

Kathleen Johnson-Kuhn, Executive Director, Northwest Business Committee for the Arts, addressed the Council and said her board endorsed the proposal now before the Council.

Councilor McLain indicated her support and acknowledged the effort in the region made by the participants.

In response to Councilor Kvistad, Mr. Harrington discussed accountability and the appointment process. He discussed the provision for the makeup of the Board of Directors for the RACC of 23 members and the selection method proposed. He said final appointment authority for three specific appointments from Metro with all 23 appointments passed through Metro for approval. He noted all government bodies had been involved in the discussion and that all had agreed to the methods outlined.

In response to Councilor Morissette, Mr. Bulick said local public funding was at about \$1.7 million currently. He said a revised target of the Metro Regional Arts Funding Task Force was a little higher than the original \$6 million target of the Regional Arts Plan. In response to Councilor Morissette, he said there was no facilities ownership involved and no obligation for Metro to proceed with the funding package beyond a cooperative effort for review of funding solutions. Mr. Bulick said Metro's oversight responsibilities would be increased by the IGA by virtue of appointment of board members and an elected official liaison.

Mr. Harrington said the contract for services was a separate document from the IGA, and he said other agencies had entered into their own contract for services with specifics regarding the role and responsibilities of RACC to that local government. He said Metro currently had an existing one year contract for services with RACC due to expire next summer, and that there would be an opportunity to revisit that contract.

Mr. Harrington confirmed for Councilor Morissette there was nothing in the IGA related to facilities ownership, nor any obligation on the part of Metro or to himself as Councilor to any form of future funding or subsidy for the performing arts in relation to it or statement thereof pro or con.

Mike Burton, Executive Officer, addressed the Council, acknowledging his appreciation for the work the Business Committee for the Arts and commented for the record prior to his signing. He noted that his question regarding the rationale for the distribution of membership, given it was to be a regional issue, had been answered. He noted it had been indicated that Metro would have the ultimate appointing authority, and he said it was his understanding rather that the IGA stated the local jurisdictions made those appointments under subsection 2 of the IGA.

Mr. Harrington said during the interim phase all the local governments were responsible for their own appointments to the positions on the commission. He said in phase two when regional funding was in place Metro would have full appointment responsibility.

Executive Officer Burton referenced subsection 5 of the IGA regarding regional funding, and noted that, although he had no difficulty proceeding with signing the IGA, that the document did state that the parties shall agree, identify and seek a reasonable public sector mechanism for funding. Executive Officer Burton said while Metro was not thus committed to any particular type of funding, although Metro would make such an identification, the IGA also stated RACC would assume responsibility for administering and distributing the funds for arts and cultural programs. Executive Officer Burton said he wanted it understood that the distribution, by virtue of the type of funding decided upon, might disallow the RACC from making that distribution. He said while that may be the goal, there could be legal impediments. He said he did not see it as a problem, nor did he raise the issue as a block to the agreement, but, he added, there needed to be flexibility when funding was sought. He said if

funding came from other jurisdictions that wished to have that control over it, it might not be possible for that kind of distribution to occur.

Councilor McLain indicated the comments made by Executive Officer Burton conformed concurred with the task force funding conversations.

Mr. Bulick said the IGA clauses were consistent with the task force recommendations. He agreed any regional funding package would be difficult, and said the intent of the IGA was to be a framework for cooperative work and continuing dialogue.

Executive Officer Burton reiterated his concern regarding Metro's responsibilities as indicated by the agreement.

Councilor Washington emphasized the proposed IGA was intended to be a framework for proceeding, and said he felt that the funding issue should eventually flow though Metro.

Presiding Officer McFarland said the item could be placed on the agenda for the Metro Council meeting to be held February 9, 1995.

5. LEGISLATIVE ISSUES

John Houser, Council Analyst, presented the staff report, and distributed a document with a proposed amendment to SB 281 concerning boundary commission memberships.

Councilor Kvistad indicated he was not in support of SB 281.

Presiding Officer McFarland requested that Burton Weast, Metro's lobbyist, be placed on all Tuesday Work Session agendas during the session at about 4:55 p.m.

6. COUNCILOR COMMUNICATIONS

In response to Councilor Morissette, Executive Officer Burton said some funds were spent in the current FY 1994-95 budget year to review design of the Oregon Trail project at the Zoo. He indicated there needed to be a broader discussion of the issues involved, noting that the land in question was the last piece of vacant land at the Zoo. He felt the decision was critical, and said he had directed the Director of the Zoo to cease related expenditures for the current fiscal year. Councilor Morissette expressed fiscal concerns.

Councilor McLain noted there was support for a different location for the Zoo entrance due to ADA needs.

Councilor Kvistad agreed with Executive Officer Burton's terminology regarding the Zoo as a "crown jewel" and said he felt it was a premier facility for the region. He said he did not feel delay on other portions of the project would be a problem, but he said he would not support postponing the entrance amenity with the light rail station going in.

Councilor McLain commented on the joint meeting with the Metro Council and the Future Vision Commission, and said she had hoped discussion could occur at the next Metro Council Work Session to be held February 9, 1995.

Presiding Officer McFarland suggested the matter be placed on a Work Session for the near future.

Councilor Kvistad announced there was to be a behind the scenes tour of the Zoo on Wednesday, February 8, 1995 and invited Councilors to meet at 1:30 p.m. at Metro if they wished to go on the tour.

Councilor Kvistad announced there was to be a tour of the Metro Solid Waste facilities including Metro South, recycling and processing facilities on Wednesday, February 1, 1995 and invited Councilors to meet at 12 noon at Metro if they wished to go on the tour.

Councilor Washington commented on the reception held at the Queen Anne Victorian Mansion, 1441 N. McClellan in honor of Councilor Hansen and her work with the Enhancement Committees which was held Monday, January 31, 1995, noting Executive Officer Burton was in attendance.

Councilor Washington commented there were a number of players involved regarding the Zoo issues, and said he was involved in meetings in order to bring further information to the Council.

Executive Officer Burton communicated to the Council regarding a current contract with the Portland Rehabilitation Center for janitorial services, and said following a renegotiation a net savings was realized in the amount of \$29,000. He noted some services were to be reduced in order to obtain the better rate, and asked that individuals take some initiative to clean up after themselves a bit, but to let General Services know if there were problems.

Executive Officer Burton communicated also to the Council that the contract for fleet services was undergoing a change from the current contract with a private contractor. He said the intent was to enter into an IGA with the State of Oregon for the Metro fleet. He anticipated approximately \$9,000 yearly savings with greater flexibility to add cars or reduce the fleet as deemed appropriate as well as increased access for fuel and service.

There being no further business, the meeting adjourned at 4:01 p.m.

Respectfully submitted,

Marilyn E. Geary-Symons Council Assistant

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FY 95-96 EXECUTIVE BUDGET PRESENTATION February 16, 1995

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MERC

- ◆ Though negotiations are proceeding re: PCPA/Stadium and Parks/Expo, budget provides for continuation of current agreement
- ♦ Oregon Convention Center modest staff increase for facility support
- ♦ OCC near capacity. Funds allocated for expansion studies and possible G.O. bond election: \$520,000 (Elections \$125K, Studies \$395K)
- OCC one of few facilities with Renewal and Replacement, need to be doing this in accordance with CIP (capital plan)
- ♦ Excise tax applied to concessions, first time consistent with organizational practice
- Continues \$600K (second year) Hotel/Motel Tax transfer from OCC to PCPA
- Capital fund is bond proceeds, nearing end of spend out

- Provides \$250K from General Fund if matched by City of Portland for rent increase offsets. PCPA (city and Metro) amounts show as revenue in Spectator Facilities Fund
- Spectator Facilities Fund increased for 2 reasons: 1) two Broadway series, 2)
 City/Metro rent increase offsets
- Coliseum Fund is balance for certain liabilities (workers comp, unemployment, etc.)

Parks/Expo

- Budget provides for continuation pending negotiations
- Increases due to change in method of treating concession revenue from net to gross and recognition of fund balance
- ♦ Excise tax applied first time to Parks as allowed by IGA and extended to Expo concessions
- Parks and Expo excise (except concession amount) dedicated back to fund
- Facing operating funding issues
- Includes 1.75 FTE Parks staff increase 1 full-time, 2 part-time to cover serious operating deficiencies
- Renewal and Replacement account for Expo started and explained in budget note
- No staff changes related to bond measure
- Affiliated funds (Smith/Bybee Lakes & Parks Trust) spending down for fund related purposes as planned

Open Spaces

- Provides a plan and allows Metro to move quickly to implement Open Spaces measure if passed
- Budgeted so as to not impact budget if measure fails
- Amount includes projected interest earnings and bond proceeds

Planning

- Continues work on schedule for Regional Framework and other plans
- ♦ Replaces local gov't "dues" with federal money and subscription services provided by Metro's Data Resource Center
- ♦ Staff increase are for grant funded interns
- \$3.4 M from General Fund to support

General Fund

- ♦ No increase in excise tax, hold at 7.5%
- Broaden application of excise tax to OCC and Expo concessions and Parks
- Fund total higher due to broader application of tax and higher beginning fund balance
- Both Council and Executive Office have reduced budgets from prior year
- Auditor's office qualifies for allocation moved to Support Services fund
- Special appropriations:
 - \$250 for offsetting PCPA rent increase shows as transfer to spectator facilities - must be matched by City of Portland
 - \$149K for RACC (Regional Arts and Culture Council)
 - \$25K for Sports Authority
- No new revenue source proposed

Central Services Funds

Support Services

- Hold the line with some reductions. Incorporates Office of Citizen Involvement in Office of Public & Government Relations - puts Executive as manager of this function
- Office of Public & Government Relations and Office of Citizen Involvement at same level as prior year
- Auditor transferred from General Fund to cost allocation fund. Shows as 4.32 FTE increase results from 1/2 year positions being budgeted as full year positions in FY 95-96 and requested new positions.
- Finance transferred out 1 FTE and cut temporary help
- Finance transferred an accounting position from Financial Planning for priority work on agency funding; Capitol Improvement planning and Renewal and Replacement programming

- No fiscal impact for MIS project in FY 1995-96, though project is in progress
- No staff changes or other noteworthy new programs in General Counsel, General Services or Personnel
- ♦ General Revenue Bond fund reflects Washington Park Station Lot Bonds

Building Management

- ♦ Add 1 security staff, part of General Services
- Assumes parking revenues inadequate General Fund expense

Risk Management

- Total fund increase due to interest on reserves. Expenditures are cut by 12.3%.
- Showing major cost savings due to excellent management and claims record
- Staff cut 1.5 FTE, saves on Support Services costs

What This Budget Does

Builds and strengthens relations

- Focus on partnerships with Metro Council and local government partners
- Program priority in Office of Public & Government Relations
- Local government challenge grants increased in Solid Waste budget
- Manages Office of Citizen Involvement through Executive Office
- Enter into business relationships with local government "fee for services"

Addresses charter planning mandates

- \$3.4M excise tax to planning
- All programs continued on time

Properly manages Metro owned and Metro managed facilities

- · All facilities operations are covered
- Providing \$250K for PCPA if matched by City of Portland
- Continuing Expo shared revenue to keep Parks intact
- Minor staff adjustments for changing needs and conditions
- Add to Renewal and Replacement fund for OCC and new Renewal and Replacement fund for Expo

Properly plan for and manage capital projects

- OCC funds budget for expansion studies and potential election
- \$100,000 budgeted in Zoo capital fund for development of expansion options
- Implementation plan for Open Spaces ballot measure prepared and budgeted
- Contains the MIS plan but, no fiscal impact FY 1995-96
- Resources reassigned in finance to do Capital Improvement Projects and Renewal and Replacement work

Scrutinize all operations, especially Support Services, stretch dollars

- Total base budget has only a minimal increase in dollars
- Support Services staff reduced although total shows increase from new auditor position and additional staff as requested by the Auditor

Funding concerns

- FY 95-96 budget balanced with no new taxes or increased fees
- Budget stabilizes resources and expenditures to provide time to address long-term funding and capital requirements
- Redirected Financial planning staff resources to address long-term funding issues and capital need options

M

00 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2730



DATE:

February 14, 1995

1.4

TO:

Councilor Patricia McCaig

FROM:

Interested Persons and Organizations

RE:

Consideration of Metro's Proposed FY 1995-96 Budget

Please find attached a schedule of the Budget Committee meetings for consideration of the proposed FY 1995-96 Budget.

There will be a couple of things different about this budget process than in past years. First, the Metro Council will serve as the Budget Committee. Second, the Budget Committee will meet immediately before most regularly scheduled Council meetings. And third, the process will be conducted in two phases rather than three.

• *Phase I* will consist of a budget background presented by the department staff. Council staff will provide written questions to the Council and the department at the conclusion of Phase I.

The lead councilor, council staff, and department staff will meet prior to Phase II to review questions and prepare recommendations.

• *Phase II* deliberations will involve the Council, council staff, and department staff. The Budget Committee will review a department's budget on consecutive days until the department's budget has been completed.

All meetings are open to the public. I would encourage public testimony on the proposed FY 95-96 Budget during Phase II.

Additionally, we have scheduled a workshop for Friday, February 17 at 12:00 noon for a budget overview.

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FY 95-96 BUDGET MEETING SCHEDULE

DATE	DAY	TIME	AGENDA			
February 16	Thursday	2:00 pm	Executive Officer presents Proposed FY 1995-96 Budget to Council			
February 17*	Friday	12:00 pm	Council staff presents budget overview			
Phase I - Dep	Phase I — Department Overview					
February 21	Tuesday	12:00 pm	Planning Department			
February 23*	Thursday	12:00 pm	Solid Waste Department and Zoo			
February 28	Tuesday	12:00 pm	Metro ER Commission and Regional Parks and Greenspaces Department			
March 2	Thursday	12:00 pm	General Fund, Support Services Fund, Building Management Fund,			
		-	and Insurances Fund Department			
Phase II - Council Discussion and Decisions						
March 9	Thursday	12:00 pm	Planning Department			
March 14	Tuesday	12:00 pm	Solid Waste Department			
March 16	Thursday	12:00 pm	Zoo			
March 21	Tuesday	12:00 pm	Metro ER Commission and Regional Parks and Greenspaces			
March 23*	Thursday	12:00 pm	General Fund, Support Services Fund, Building Management Fund,			
			and Insurances Fund			
March 28	Tuesday	12:00 pm	Reserved			
April 4	Tuesday	12:00 pm	Reserved			
April 6	Thursday	12:00 pm	Budget wrap-up meeting			
April 11	Tuesday	12:00 pm	Reserved			
April 18	Tuesday	12:00 pm	Reserved			
Regular Council Session						
May 4	Thursday	2:00 pm	Council meeting to consider Budget Committee recommendations			
		,	and approve FY 1995-96 Budget for submittal to TSCC by May 15, 1995			
June 22	Thursday	7:00 pm	Council meeting to consider and adopt FY 1995-96 Budget			

^{*} February 17 meeting scheduled for adjournment at 5:00 pm. February 23 and March 23 meetings scheduled for adjournent at 4:00 p.m. All other meetings beginning at 12:00 pm scheduled for adjournment at 2:00 pm.

Notes:

- All meetings are work sessions and will be held in the Council Annex
- See reverse for description of fund or department

PURPOSE OF FUND OR DEPARTMENT

Planning Department

Provides regional planning activities including: urban growth management (Future Vision and 2040 programs), transportation, water resources, data services (geographic information system)

Solid Waste Department

Provides solid waste management planning; disposal of region's solid waste; waste reduction; and household hazardous waste programs

Zoo Department

Operates the Metro Washington Park Zoo

Metro ER Commission (MERC)

Operates the Oregon Convention Center, Civic Stadium, Portland Center for the Performing Arts, and the Expo Center.

Regional Parks and Greenspaces Department

Operates Multnomah County Regional Parks, Smith and Bybee Lakes Natural Area, and develops and implements Regional Greenspaces Master Plan

General Fund Departments

•	Council	Provides support for Metro Council
•	Executive	Provides support for Metro Executive Officer
	Management	
•	Auditor	Provides support for Metro Auditor

Support Service Fund, Building Management Fund, Risk Management Fund Departments

•	Finance	Provides accounting, budgeting, financial planning, data processing, and risk management services to all departments
•	Office of General	Provides legal services to all departments
	Counsel	
•	Office of Public	Provides public and government relation services to the .
	and Government	Council, Executive Officer, Metro Commissions and
	Relations	departments
•	Office of Citizen	Provides support for the Metro Committee for Citizen
	: Involvement	Involvement (MCCI)
•	Personnel	Provides personnel services to all departments
•	General Services	Provides facility planning services, construction
		management services and manages Metro office space

00 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736



DATE:

February 15, 1995

TO:

Metro Council

Interested Parties

FROM:

Marilyn Geary-Symons, Council Assistant

RE:

Minutes for January 31, 1995 Metro Council Work Session

The minutes for the January 31, 1995 Metro Council Work Session were not available for approval at the February 9, 1995 Metro Council Regular meeting.

They are attached for approval at this time.

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MINUTES OF METRO COUNCIL WORK SESSION

Council Chamber

January 31, 1995

Councilors Present:

Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Jon

Kvistad, Susan McLain, Don Morissette, Ed Washington

Councilors Absent:

Patcicia McCaig

Presiding Officer McFarland called the January 31, 1995 Metro Council Regular Meeting to order at 2:04 p.m.

1. INTRODUCTIONS

None.

2. CITIZEN COMMUNICATIONS

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

Presiding Officer McFarland distributed questionnaires regarding the Work Sessions and possible items of interest. This document has been made a part of the permanent meeting record. She asked that the Councilors return the questionnaires when completed.

4. OTHER BUSINESS

Presiding Officer McFarland moved Agenda Item No. 4.2. to this point in the meeting for consideration.

4.2 Discussion of Council Public Affairs activities.

Lisa Godwin, Senior Public Affairs Specialist, referenced a memorandum dated January 30, 1995 regarding a draft workplan for public affairs activities related to the Council. This document has been made part of the permanent meeting record. She outlined the work plan elements as detailed in the document: 1) newsletters; 2) publications; 3) constituent outreach; 4) media training; 5) media relations; 6) Speakers Bureau; 7) special events; 8) coordination with the Executive Office; 9) local government relations; 10) miscellaneous.

Councilor Morissette was interested to know what the cost estimates of some of the items might be. Councilor Kvistad commented regarding the newsletters and said cost would run at about 22 cents to 28 cents per piece. Ms. Godwin noted the majority of the cost would come under mailing costs and said staff time would be covered under Personal Services, such as her own time and graphics times. She said the newsletter was intended to be simple, 8 1/2 x 11, black and white. In response to Councilor Morissette, she clarified it was not intended to be an additional budget expenditure, but was intended to come from the General Fund under Councilor expense accounts.

Presiding Officer McFarland emphasized the decision would be achieved by the Council as a whole.

Councilor Kvistad commented on some of the difficulties in the past in getting mailings out to the constituency. He felt the budget as given was a start, and noted expansion was possible, but that he did not see that at this time.

Councilor Monroe said he liked the idea of having a newsletter that contained elements both generic to the agency and specific to the district and its Metro Councilor representative to which it was being mailed, and suggested inclusion of one of the district maps. He offered assistance and encouraged the effort.

Councilor McLain asked that a timeline be developed for starting the project and felt the sooner the better.

Ms. Godwin said she would be interested in specific numbers of citizens from each district to which each Councilor wanted the piece to be mailed, and agreed that inclusion of a Councilor photograph and a district map would be beneficial.

Councilor Kvistad noted he had sent at his own expense two separate newsletters, one each year over the last two years, which he said had apparently been well received by his constituency. He had included a list of Metro phone numbers such as the Recycling Information Center (RIC) line, the Solid Waste Department, Planning Department for 2040, Greenspaces, and said he had received feedback from within the agency that constituents had called with questions, which the Departments had also appreciated.

Councilor Washington raised the question of the newsletter accompanying other agency mailings, such as Region 2040, recycling information pieces, and others.

The Council discussed and clarified that the amount appropriated for the activity per Councilor was \$1,400.

Ms. Godwin discussed the Regional Framework Plan article being written, and said it was her suggestion that the article include quotes and further information regarding the Metro Council.

Ms. Godwin discussed the possibility of media training for the Councilors as well as media relations in general as described in her memorandum.

In response to Ms. Godwin, Presiding Officer McFarland suggested contact with the Lead Councilor or the Support Councilor was appropriate as the issues came up with regard to possible speaking engagements. Councilors McLain and Councilor Washington affirmed they would consider the Councilor's district high on the list of priorities. Councilor Washington said he would not be interested in speaking in another Councilor's district as a general rule.

Ms. Godwin said she intended to update the Metro publications for the Council library kept in the Council lounge for use by the Councilors in speaking engagements.

Councilor McLain requested a list of publications be placed in the Council lounge showing updates if applicable.

Councilor Washington suggested publications be placed in a central library. Ms. Godwin said she would review the idea further, noting there were many publications that were of a technical nature that would likely not be included in such an area.

Ms. Godwin discussed coordination with the Executive Office. The Council said they appreciated the effort by the Executive Office to provide a good coordinating effort.

Ms. Godwin discussed local government relations, and said that Merrie Waylett would also be working with the Council in that area. She noted that the newsletter targeted to local governments called MetroLink was another avenue to get information out related to specific district issues or issues connected to a particular Lead Councilor.

Ms. Godwin discussed continuing work with the Portland Cable Access on coverage of the Council meetings and the video libray of those meetings. She noted other television projects were also under discussion.

Councilor Monroe noted that previous Councilor Mike Gates was interested in live coverage of the Council meetings. He asked if that was any closer to actuality. Ms. Godwin said it was not close to actuality, but, she added work on that aspect was continuing.

Councilor Kvistad recommended submitting the tapes of the Metro Matters programs to Clackamas cable access and Washington County/Tualatin Valley cable access.

Councilor McLain noted a call-in program on 2040 turned out to be an interesting effort. Ms. Godwin said other projects along those lines were planned and more were possible.

Ms. Godwin suggested a one page fact sheet be developed regarding the Metro Council be developed which would include specifics regarding the Councilors, their districts, when and where they meet, areas of responsibility. She felt that would be helpful for the Councilors to use when they went out on speaking engagements.

Presiding Officer McFarland mentioned the confusion over the various boundaries for Metro, the counties, and others, and she suggested a method be developed for clarifying the various boundaries and the relationships therein.

In response to Councilor Morissette, Ms. Godwin said if a citizen or reporter called the agency she would act as a filter to the Departments. Councilor Morissette recommended that a coordinated effort between the Department heads and the Executive Officer be accomplished in order that one voice and one presentation be made to the public.

Councilor McLain said she approved of the work plan, noting it appeared ambitious and was concerned that staff time was available for the plan. She asked that Ms. Godwin prioritize the work plan in terms of short term and long term and the amount of time necessary for the elements of the plan. Ms. Godwin agreed to do so, and said she would bring back cost factors regarding the newsletters as well.

Councilor Morissette recalled that the expense allocated for newsletters was discussed at the previous Council regular meeting and had been acted upon. He indicated it was his preference to stay within that framework.

Ms. Godwin said that one half of her time was allocated to the Council, while the other half was allocated to the Executive Office. She said she did not envision additional expense beyond the newsletter mailing expense already discussed.

4.1 Discussion of the Proposed Intergovernmental Agreement (IGA) on the Regional Arts and Cultural Agency (RACC)

Councilor Washington said the proposed IGA would enable the Metropolitan Arts Commission to implement the Regional Arts Funding Task Force and Arts Plan recommended transition to a regional non-profit organization which will be called the Regional Arts and Cultural Council. He said the IGA would not obligate Metro to any funding, noting funding decisions would be handled on a year to year basis on a contract for service such as was currently in effect. He referenced a memorandum dated January 30, 1995 from Bill Bulick, Executive Director, Regional Arts and Culture Council (RACC). This document has been made a part of the permanent meeting record.

Donald E. Carlson, Council Administrator, referenced his memorandum dated January 25, 1995 contained in the permanent record for this meeting regarding a review of the Proposed IGA on the RACC.

Mr. Bulick addressed the Council and highlighted the elements of his referenced memorandum: 1) a cover memo to the Councilors; 2) Recommendations for a Regional Arts Council; 3) Metro Resolution and Contract, Resolution No. 94-2025; 4) Contract with the City of Portland with accompany resolution; and, 5) the Bylaws of the RACC.

Pat Harrington, Chair, RACC, addressed the Council, and presented a history of the cultural planning process for the region which he said began in 1989, and presented the framework for the proposed IGA. Mr. Bulick characterized the proposed agreement as philosophical, and he indicated any aspects pertinent to funding would have to be the subject of deliberations.

Kathleen Johnson-Kuhn, Executive Director, Northwest Business Committee for the Arts, addressed the Council and said her board endorsed the proposal now before the Council.

Councilor McLain indicated her support and acknowledged the effort in the region made by the participants.

In response to Councilor Kvistad, Mr. Harrington discussed accountability and the appointment process. He discussed the provision for the makeup of the Board of Directors for the RACC of 23 members and the selection method proposed. He said final appointment authority for three specific appointments from Metro with all 23 appointments passed through Metro for approval. He noted all government bodies had been involved in the discussion and that all had agreed to the methods outlined.

In response to Councilor Morissette, Mr. Bulick said local public funding was at about \$1.7 million currently. He said a revised target of the Metro Regional Arts Funding Task Force was a little higher than the original \$6 million target of the Regional Arts Plan. In response to Councilor Morissette, he said there was no facilities ownership involved and no obligation for Metro to proceed with the funding package beyond a cooperative effort for review of funding solutions. Mr. Bulick said Metro's oversight responsibilities would be increased by the IGA by virtue of appointment of board members and an elected official liaison.

Mr. Harrington said the contract for services was a separate document from the IGA, and he said other agencies had entered into their own contract for services with specifics regarding the role and responsibilities of RACC to that local government. He said Metro currently had an existing one year contract for services with RACC due to expire next summer, and that there would be an opportunity to revisit that contract.

Mr. Harrington confirmed for Councilor Morissette there was nothing in the IGA related to facilities ownership, nor any obligation on the part of Metro or to himself as Councilor to any form of future funding or subsidy for the performing arts in relation to it or statement thereof pro or con.

Mike Burton, Executive Officer, addressed the Council, acknowledging his appreciation for the work the Business Committee for the Arts and commented for the record prior to his signing. He noted that his question regarding the rationale for the distribution of membership, given it was to be a regional issue, had been answered. He noted it had been indicated that Metro would have the ultimate appointing authority, and he said it was his understanding rather that the IGA stated the local jurisdictions made those appointments under subsection 2 of the IGA.

Mr. Harrington said during the interim phase all the local governments were responsible for their own appointments to the positions on the commission. He said in phase two when regional funding was in place Metro would have full appointment responsibility.

Executive Officer Burton referenced subsection 5 of the IGA regarding regional funding, and noted that, although he had no difficulty proceeding with signing the IGA, that the document did state that the parties shall agree, identify and seek a reasonable public sector mechanism for funding. Executive Officer Burton said while Metro was not thus committed to any particular type of funding, although Metro would make such an identification, the IGA also stated RACC would assume responsibility for administering and distributing the funds for arts and cultural programs. Executive Officer Burton said he wanted it understood that the distribution, by virtue of the type of funding decided upon, might disallow the RACC from making that distribution. He said while that may be the goal, there could be legal impediments. He said he did not see it as a problem, nor did he raise the issue as a block to the agreement, but, he added, there needed to be flexibility when funding was sought. He said if

funding came from other jurisdictions that wished to have that control over it, it might not be possible for that kind of distribution to occur.

Councilor McLain indicated the comments made by Executive Officer Burton conformed concurred with the task force funding conversations.

Mr. Bulick said the IGA clauses were consistent with the task force recommendations. He agreed any regional funding package would be difficult, and said the intent of the IGA was to be a framework for cooperative work and continuing dialogue.

Executive Officer Burton reiterated his concern regarding Metro's responsibilities as indicated by the agreement.

Councilor Washington emphasized the proposed IGA was intended to be a framework for proceeding, and said he felt that the funding issue should eventually flow though Metro.

Presiding Officer McFarland said the item could be placed on the agenda for the Metro Council meeting to be held February 9, 1995.

5. LEGISLATIVE ISSUES

John Houser, Council Analyst, presented the staff report, and distributed a document with a proposed amendment to SB 281 concerning boundary commission memberships.

Councilor Kvistad indicated he was not in support of SB 281.

Presiding Officer McFarland requested that Burton Weast, Metro's lobbyist, be placed on all Tuesday Work Session agendas during the session at about 4:55 p.m.

6. COUNCILOR COMMUNICATIONS

In response to Councilor Morissette, Executive Officer Burton said some funds were spent in the current FY 1994-95 budget year to review design of the Oregon Trail project at the Zoo. He indicated there needed to be a broader discussion of the issues involved, noting that the land in question was the last piece of vacant land at the Zoo. He felt the decision was critical, and said he had directed the Director of the Zoo to cease related expenditures for the current fiscal year. Councilor Morissette expressed fiscal concerns.

Councilor McLain noted there was support for a different location for the Zoo entrance due to ADA needs.

Councilor Kvistad agreed with Executive Officer Burton's terminology regarding the Zoo as a "crown jewel" and said he felt it was a premier facility for the region. He said he did not feel delay on other portions of the project would be a problem, but he said he would not support postponing the entrance amenity with the light rail station going in.

Councilor McLain commented on the joint meeting with the Metro Council and the Future Vision Commission, and said she had hoped discussion could occur at the next Metro Council Work Session to be held February 9, 1995.

Presiding Officer McFarland suggested the matter be placed on a Work Session for the near future.

Councilor Kvistad announced there was to be a behind the scenes tour of the Zoo on Wednesday, February 8, 1995 and invited Councilors to meet at 1:30 p.m. at Metro if they wished to go on the tour.

Councilor Kvistad announced there was to be a tour of the Metro Solid Waste facilities including Metro South, recycling and processing facilities on Wednesday, February 1, 1995 and invited Councilors to meet at 12 noon at Metro if they wished to go on the tour.

Councilor Washington commented on the reception held at the Queen Anne Victorian Mansion, 1441 N. McClellan in honor of Councilor Hansen and her work with the Enhancement Committees which was held Monday, January 31, 1995, noting Executive Officer Burton was in attendance.

Councilor Washington commented there were a number of players involved regarding the Zoo issues, and said he was involved in meetings in order to bring further information to the Council.

Executive Officer Burton communicated to the Council regarding a current contract with the Portland Rehabilitation Center for janitorial services, and said following a renegotiation a net savings was realized in the amount of \$29,000. He noted some services were to be reduced in order to obtain the better rate, and asked that individuals take some initiative to clean up after themselves a bit, but to let General Services know if there were problems.

Executive Officer Burton communicated also to the Council that the contract for fleet services was undergoing a change from the current contract with a private contractor. He said the intent was to enter into an IGA with the State of Oregon for the Metro fleet. He anticipated approximately \$9,000 yearly savings with greater flexibility to add cars or reduce the fleet as deemed appropriate as well as increased access for fuel and service.

There being no further business, the meeting adjourned at 4:01 p.m.

Respectfully submitted,

Marilyn E. Geary-Symons Council Assistant

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